FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
JUNE 18, 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. Employee Work Group Recognitions

6. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Kamporn Khonphian "Asia Station," 121 S. San Francisco Street, Series 12 (restaurant), 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 of Appointments:** Presiding Magistrate, Magistrate and On-Call Magistrate.

STAFF RECOMMENDED ACTION:

Approve the appointments of Honorable Thomas Chotena as Presiding Magistrate, Honorable Michael Araujo as Magistrate and Honorable Paul Julien as On-Call Magistrate.

8. ROUTINE ITEMS

A. **Consideration and Approval of Contracts:** Annual Software Maintenance Contracts

STAFF RECOMMENDED ACTION:

Approve contracts for annual software maintenance in an amount not to exceed $436,015.25 plus applicable taxes with:

- CDW/Microsoft Enterprise Agreement: Cooperative pursuant to Arizona State Contract No. ADSPO17-149774, $191,602.56
- Hexagon (Formerly Intergraph) $244,412.69

B. **Consideration and Approval of Contract:** Purchase of Materials and/or Services with Northern Arizona University for Fiber Services

STAFF RECOMMENDED ACTION:

1. Approve a contract with Northern Arizona University (NAU) in an amount not to exceed the FY2020 budget of $90,000 to connect fiber optic cable between City of Flagstaff and Northern Arizona University.
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Adoption of Resolution No. 2019-32:** A resolution of the Flagstaff City Council adopting the City of Flagstaff Public Safety Personnel Retirement System Pension Funding Policy; delegating authority; and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-32 by title only
2) City Clerk reads Resolution No.2019-32 by title only (if approved above)
3) Adopt Resolution No. 2019-32

D. **Consideration and Adoption of Ordinance No. 2019-18:** A(n) ordinance of the Flagstaff City Council authorizing the acquisition of approximately 1.931 acres of real property at 3900 E. Industrial Drive for public right-of-way and approving real estate purchase and sale contracts; providing for severability, the delegation of authority, and establishing an effective date.

STAFF RECOMMENDED ACTION:

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

E. **Consideration and Adoption of Ordinance 2019-11:** A(n) ordinance of the Flagstaff City Council authorizing the sale of a portion of City property located at 2989 E. Butler Avenue, Assessor Parcel Number 106-04-007B to Woodshire on Butler, LLC for affordable housing, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the June 18 Council Meeting:
1) Read Ordinance No. 2019-11 by title only for the first time
2) City Clerk reads Ordinance No. 2019-11 by title only (if approved above)
At the July 2nd Council Meeting:
3) Read Ordinance No. 2019-11 by title only for the final time
4) City Clerk reads Ordinance No. 2019-11 by title only (if approved above)
5) Adopt Ordinance No. 2019-11

F. **Consideration and Approval of Agreement:** Category 5 Master Cost Recovery Agreement between U.S. Department of Agriculture, Forest Service, Coconino National Forest and the City of Flagstaff.

STAFF RECOMMENDED ACTION:

Approve the Master Cost Recovery Agreement Between U.S.Department of Agriculture (USDA), Forest Service, Coconino National Forest, and City of Flagstaff.

G. **Consideration and Adoption of Ordinance 2019-23:** An ordinance of the Flagstaff City Council authorizing the transfer of real property along Arizona Highway 180/Humphreys Street from Route 66 to Aspen Avenue to the Arizona Department of Transportation for right-of-way purposes; delegating authority and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the June 18, 2019 Council Meeting:
1) Read Ordinance No. 2019-23 by title only for the first time
2) City Clerk reads Ordinance No. 2019-23 by title only (if approved above)
At the July 2nd, 2019 Council Meeting:
3) Read Ordinance No. 2019-23 by title only for the final time
4) City Clerk reads Ordinance No. 2019-23 by title only (if approved above)
5) Adopt Ordinance No. 2019-23

H. **Consideration and Approval of Resolution No. 2019-23:** A resolution of the Flagstaff City Council approving Grant Agreement GRT-19-0007314-T between the State of Arizona and the City of Flagstaff acting on behalf of the Flagstaff Metropolitan Planning Organization (FMPO) regarding work project implementation. (Annual Update of FMPO Grant Agreement)

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-23 by title only
2) City Clerk reads Resolution No. 2019-23 by title only (if approved above)
3) Adopt Resolution No. 2019-23

I. **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:

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

J. **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:

1) Adopt Resolution No. 2019-27
2) Read Ordinance No. 2019 -17 by title only for the final time
3) City Clerk reads Ordinance No.2019-17 by title only (if approved above)
4) Adopt Ordinance No 2019-17

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 ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
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. 2019-20:** An ordinance amending the Flagstaff Zoning Map designation of approximately 14.51 acres of real property located at 825 and 829 E. Butler Avenue on parcel numbers 104-13-002B and 104-03-005B from Light Industrial (LI) and Heavy Industrial (HI) to 2.24 acres of Highway Commercial (HC) and 12.27 acres of High Density Residential (HR), for purposes of developing a multi-family residential and commercial project.
(McGrath Partners Zoning Map Amendment request for property located at 825 and 829 E. Butler Avenue)

STAFF RECOMMENDED ACTION:

At the June 18, 2019 Council Meeting:
1) Hold the Public Hearing
2) Read Ordinance No. 2019-20 by title only for the first time
3) City Clerk reads Ordinance No. 2019-20 by title only (if approved above)
At the July 2, 2019 Council Meeting:
4) Read Ordinance No. 2019-20 by title only for the final time
5) City Clerk reads Ordinance No. 2019-20 by title only (if approved above)
6) Adopt Ordinance No. 2019-20

B. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2019-21:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 16.11 acres of real property located at 3401 S Lake Mary Road, from Estate Residential ("ER") and Rural Residential ("RR") to Medium Density Residential ("MR"); ***(Aura Flagstaff)***

STAFF RECOMMENDED ACTION:

Staff recommends the City Council, in accordance with the findings presented by staff, deny the requested Direct to Ordinance Zoning Map Amendment Application for Aura Flagstaff (PZ-17-00218-03) and take the following action:

At the June 18, 2019 Council Meeting:
1) Hold Public Hearing
2) Deny the requested Direct to Ordinance Zoning Map Amendment Application for Aura Flagstaff (PZ-17-00218-03)

If the City Council believes that the proposed zoning map amendment does meet the required findings, then staff recommends the following action:

At the June 18, 2019 Council Meeting:
1) Hold Public Hearing
2) Read Ordinance No. 2019-21 by title only for the first time
3) City Clerk reads Ordinance No. 2019-21 by title only (if approved above)
At the July 2, 2019 Council Meeting:
4) Read Ordinance No. 2019-21 by title only for the final time
5) City Clerk reads Ordinance No. 2019-21 by title only (if approved above)
6) Adopt Ordinance No. 2019-21

C. **Public Hearing:** "Truth in Taxation", FY 2019-2020 Budget and Property Tax Levy (combined).

STAFF RECOMMENDED ACTION:

1) Open the public hearing
2) Receive citizen input
3) Close the public hearing
4) Convene Special Meeting

D. **SPECIAL MEETING**

i. **Consideration and Adoption of Resolution No. 2019-25:** A resolution of the Council of the City of Flagstaff, Arizona, adopting the Budget for the Fiscal Year 2019-2020

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-25 by title only
2) City Clerk reads Resolution No. 2019-25 by title only (if approved above)
3) Adopt Resolution No. 2019-25
4) Adjourn Special Meeting and reconvene Regular Meeting

14. **REGULAR AGENDA**

A. **Approve a Primary Property Tax Levy:** of $6,892,243 in FY 2019-2020 (a 2.0% increase in levy from FY 2018-2019 plus amounts attributable to new construction) by roll call vote.

AND

Consideration and Adoption of Ordinance No. 2019-15: An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars ($100.00) of valuation sufficient to raise the amount estimated to be required in the Annual Budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2020. **(Primary and secondary property tax levies for FY 2019-2020)**

STAFF RECOMMENDED ACTION:

1. ROLL CALL VOTE:
Approve the proposed increase in the primary property taxes by roll call vote as required by "Truth in Taxation" legislation.

2. ORDINANCE:
At the June 18, 2019 Council Meeting:
1) Read Ordinance No. 2019-15 by title only for the first time
2) City Clerk reads Ordinance No. 2019-15 by title only (if approved above)
At the July 2, 2019 Council Meeting:
3) Read Ordinance No. 2019-15 by title only for the final time

4) City Clerk reads Ordinance No. 2019-15 by title only (if approved above)
5) Adopt Ordinance No. 2019-15

B. **Consideration and Adoption of Ordinance No. 2019-13:** An ordinance of the City Council of the City of Flagstaff, Arizona, amending Flagstaff City Code, Title 3, Business Regulations, Chapter 3-05, Privilege and Excise Taxes, Division 3-5-006, Use Tax, by increasing the use tax rate from 1% to 2.281%; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the June 18, 2019 Council Meeting:
1) Read Ordinance No. 2019-13 by title only for the first time
2) City Clerk reads Ordinance No. 2019-13 by title only (if approved above)
At the July 2, 2019 Council Meeting:
3) Hold Public Hearing
4) Read Ordinance No. 2019-13 by title only for the final time
5) City Clerk reads Ordinance No. 2019-13 by title only (if approved above)
6) Adopt Ordinance No. 2019-13

C. **Consideration and Adoption of Ordinance No. 2019-24:** An ordinance prohibiting the sale of tobacco products to persons under the age of 21.

STAFF RECOMMENDED ACTION:

At the June 18, 2019 Council Meeting:
1) Read Ordinance No. 2019-24 by title only for the first time
2) City Clerk reads Ordinance No. 2019-24 by title only (if approved above)
At the July 2, 2019 Council Meeting:
3) Read Ordinance No. 2019-24 by title only for the final time
4) City Clerk reads Ordinance No. 2019-24 by title only (if approved above)
5) Adopt Ordinance No. 2019-24

D. **Consideration and Adoption of Resolution No. 2019-30:** A Resolution of the Flagstaff City Council, approving a Pond Agreement with Wanderland Flagstaff, LLC, to provide for acquisition of a storm water detention easement on certain real property located along west Route 66, construction of a pond for recreational and storm water detention use, and maintenance of the pond; providing for recording, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-30 by title only
2) City Clerk reads Resolution No. 2019-30 by title only (if approved above)
3) Adopt Resolution No. 2019-30

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:

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. COUNCIL LIAISON REPORTS

16. 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.

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

18. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 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:	06/12/2019
Meeting Date:	06/18/2019

TITLE:

Consideration and Action on Liquor License Application: Kamporn Khonphian "Asia Station," 121 S. San Francisco Street, Series 12 (restaurant), 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 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Asia Station is an existing business in Flagstaff applying for a new series 12 restaurant license. If approved it will be the 101st active series 12 license in Flagstaff. Series 12 licenses are non-quota licenses. To view surrounding liquor licenses, please visit http://map-flagstaff.opendata.arcgis.com/

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 location and the applicant's personal qualifications.

The deadline for issuing a recommendation on this application is July 12, 2019.

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

Community Involvement:
The application was properly posted on May 28, 2019. No written protests have been received to date.

Attachments:
Asia Station - Letter to Applicatnt
Hearing Procedures
Series 12 Description
Asia Station - PD Memo
Asia Station - Code Memo
Asia Station - Map

OFFICE OF THE CITY CLERK

May 29, 2019

Asia Station
Attn: Kamporn Khonphian
121 S. San Francisco Street
Flagstaff, AZ 86001

Dear Mr. Khonphian:

Your application for a new Series 12 Liquor License for Asia Station located at 121 S. San Francisco Street, was posted on May 28, 2019. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, June 18, 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 17, 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 12 Restaurant License

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

PURPOSE:
Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

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

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

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

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of $20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

FLAGSTAFF POLICE DEPARTMENT
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 #19-031

TO: **Interim Chief Dan Musselman**

FROM: **Sgt. Collin Seay**

DATE: **May 28th, 2019**

RE: **LIQUOR LICENSE APPLICATION – SERIES 12- FOR "Asia Station"**

On May 28th, 2019, I initiated an investigation into an application for a series 12 (restaurant) liquor license filed by Kamporn Khonphian (Controlling Person and Agent). Asia Station is located at 121 S San Francisco St. This is an application for a new series 12 license #64582.

I conducted a query through local systems and public access on Khonphian, and no derogatory records were found. Khonphian reported he completed the mandatory department of liquor classes on May 22nd, 2019. I conducted a search of the current and previous liquor licenses possessed by this Khonphian, and I could not locate any other licenses he possesses or liquor violations against him. Khonphian advised over the phone this will be his first license in Arizona, but told me his wife previously owned a restaurant liquor license in New Mexico. He reported there were no violations against this license.

I made contact with Khonphian over the phone, and he confirmed he would attend the council meeting on June 18th. He advised me the business hours would be from 11am to 9pm, and they would be open Tuesdays through Sundays. Khonphian said he is not operating with a temporary license and is awaiting approval for his liquor license.

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 20, 2019

Re: Application for Liquor License #64582
121 S. San Francisco St., Flagstaff, Arizona 86001
Assessor's Parcel Number 103-08-022B
Kampom Khonphian on behalf of Asia Station

This application is a request for a new Series 12 Restaurant liquor license by Kampom Khonphian on behalf of Asia Station. This business is located within the Community 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.

Asia Station



5/29/2019, 2:28:40 PM

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Liquor Licenses

- Restaurant
- Beer and Wine Store

Web AppBuilder for ArcGIS

7. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jessica Cortes, Court Administrator
Date:	06/12/2019
Meeting Date:	06/18/2019

TITLE:

Consideration of Appointments: Presiding Magistrate, Magistrate and On-Call Magistrate.

STAFF RECOMMENDED ACTION:

Approve the appointments of Honorable Thomas Chotena as Presiding Magistrate, Honorable Michael Araujo as Magistrate and Honorable Paul Julien as On-Call Magistrate.

Executive Summary:

Appointment of all magistrates is required to be completed by the Flagstaff City Council for a two-year term under both the City Charter and FCC Section 1-15-001-0002(A). Appointment of Magistrates for the Municipal Court allows for ongoing operations of the court without interruption.

Magistrates hear criminal, civil, traffic and local code violations that are filed in the Flagstaff Municipal Court. They conduct trials, both jury and non-jury, and sentence individuals within the parameters set by law. Magistrates are required for the ongoing operational needs of the Municipal Court. Magistrates On-Call are critical to the criminal and civil processes of the judicial branch.

Judges Chotena, Araujo and Julien have all been serving in their respective capacities as Magistrates at the Municipal Court and are requesting to continue in their current roles.

Financial Impact:

Funding for all judicial positions are included in the approved budget of the Flagstaff Municipal Court. No additional budgetary impact is anticipated.

Policy Impact:

Magistrates are critical to the criminal and civil processes of the judicial branch. These appointments help maintain an independent judiciary that is necessary for the ongoing operations of our local government. A strong, independent and fair judicial branch provides balance to criminal and civil matters that require resolution within our municipality.

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

Personnel - Attract and retain quality staff.

Has There Been Previous Council Decision on This:

All Magistrate have been appointed by previous City Councils and have been serving in the Flagstaff Municipal Court between four and seventeen years.

Attachments:

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	CJ Perry, Information Technology Director
Co-Submitter:	Jennifer Brown, Special Services Supervisor
Date:	06/12/2019
Meeting Date:	06/18/2019

TITLE:

Consideration and Approval of Contracts: Annual Software Maintenance Contracts

STAFF RECOMMENDED ACTION:

Approve contracts for annual software maintenance in an amount not to exceed $436,015.25 plus applicable taxes with:

- CDW/Microsoft Enterprise Agreement: Cooperative pursuant to Arizona State Contract No. ADSPO17-149774, $191,602.56
- Hexagon (Formerly Intergraph) $244,412.69

Executive Summary:

Staff is requesting approval of two annual software maintenance contracts. The contracts are for our Police Division and Information Technology Section. Annual contracts are issued to provide ongoing software licensing support and maintenance as necessary. The attached quotes outline the anticipated expenditures for the fiscal year 2020. Annual purchase orders pursuant to contracts provide the means to conduct day-to-day activities of the City without delay. Each contract has been listed with the possibility of adding any applicable sales taxes to be added at a later time.

Financial Impact:

Software maintenance is budgeted in the Police Division, account number 001-04-061-0221-2-4231, and Information Technology Section 001-02-014-0047-1-4343. The Microsoft Enterprise Agreement applications cost has increased in order to cover the City's increased user base and to provide additional security features to the City.

Policy Impact:

None

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

Regional Plan:
Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.

Team Flagstaff Strategic Plan:
Provide exceptional service.

Previous Council Decision on This:

None

Options and Alternatives:

1. Approve the annual maintenance software contracts as submitted.
2. Do not approve the annual maintenance software contracts as submitted. This would have a negative impact on public safety as the existing contract would expire June 30, 2019.

Background/History:

Annually the Information Technology Section reviews software maintenance contracts with the Purchasing Section to determine if contracts will expire in the next fiscal year and determine the path forward for renewals. Staff then brings the contracts to the Council for approval prior to the expiration of the contracts for the upcoming fiscal year. The City has existing contracts with all vendors. Hexagon (formerly Intergraph) requires a new contract on an annual basis. The Microsoft Enterprise Agreement is on the State Cooperative contract list and was recently renewed through 2020.

Key Considerations:

Software maintenance and support services are being acquired from designated vendors from whom we purchased the computer software.

Expanded Financial Considerations:

Ongoing maintenance and support services assure the City the latest product enhancements, security patches and technical support that is critical in support of the City's computer infrastructure.

Community Benefits and Considerations:

None.

Community Involvement:

Inform

Attachments: Hexagon Quote
CDW-Microsoft Quote

MAINTENANCE QUOTATION SUMMARY

Agreement: 1-1PYZBXN

Performance Period: 7/1/19 through 6/30/20
Currency: USD

Bill To:

Flagstaff AZ City Of
Accounts Payable
City Hall
211 West Aspen Avenue
Flagstaff AZ 86001
USA

Ship To:

Flagstaff AZ City Of
Jennifer Brown
Police Department
911 East Sawmill Road
Flagstaff AZ 86001
USA

Quotation Summary:

Services	$500.00
SW Maint	$243,912.69
Total Services Cost*	**$244,412.69**

*** Total is exclusive of applicable taxes. Applicable taxes will be added to the invoice.**

The maintenance services quoted herein are subject to the attached Hexagon Safety & Infrastructure Maintenance Terms and Conditions. This agreement shall only become binding and effective upon the written acceptance by Hexagon Safety & Infrastructure. This quotation expires on the first day of the Coverage Period identified herein.

THIS IS NOT AN INVOICE

Offered by:	Intergraph Corporation	Accepted by:	
Signature:	Rutger Hill	Signature:	
Name:	Rutger Hill	Name:	
	Maintenance Contract Administrator	Title:	
Date:	12/7/18	Date:	
Email:	rutger.hill@hexagonsi.com	Email:	
Telephone:	2567308896	Telephone:	
		Fax:	

Please mark one of the following options when submitting your acceptance:

☐ A Purchase Order will not be issued.
Customer signature above constitutes notice to proceed with this agreement.

☐ A Purchase Order will be issued and shall reference the terms and conditions of above referenced quote.

MAINTENANCE QUOTATION DETAIL

HEXAGON
SAFETY & INFRASTRUCTURE

Flagstaff AZ City Of

Account Nbr: MDC-1320
Quote: 1-1PYZBXN Flagstaff AZ City Of 19-20

PO#:
Performance Period: 7/1/19 through 6/30/20
Currency: USD

Bill To:

Flagstaff AZ City Of
Accounts Payable
City Hall
211 West Aspen Avenue
Flagstaff AZ 86001
USA

Ship To:

Flagstaff AZ City Of
Jennifer Brown
Police Department
911 East Sawmill Road
Flagstaff AZ 86001
USA

Site Number: **00098398**

Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
1	ESCROW	Annual Software Escrow Fee		7/1/19	7/30/19	Premium	1	1	$500.00	$500.00
2	GSPX5007	GeoMedia Professional CC	1B4IDB100098398SOJ0Z	7/1/19	6/30/20	Premium	12	1	$243.65	$2,923.83
3	IPS0001	I/Executive NL	MME-1-XRNO	7/1/19	6/30/20	Premium	12	1	$813.64	$9,763.74
4	IPS0002	I/Dispatcher	MME-1-9VZXU	7/1/19	6/30/20	Premium	12	14	$369.34	$62,048.70
5	IPS0002TRN	I/Dispatcher - Training License	MME-1-AIPAR	7/1/19	6/30/20	Premium	12	1	$369.34	$4,432.05
6	IPS0004	I/Informer	MME-1-XXGW	7/1/19	6/30/20	Premium	12	2	$493.92	$11,854.08
7	IPS0004A	I/Informer to I/LEADS NL	1-288980758	7/1/19	6/30/20	Premium	12	1	$0.00	$0.00
8	IPS0007	I/Executive 2 NL	MME-1-XXH0	7/1/19	6/30/20	Premium	12	1	$579.92	$6,958.98
9	IPS0009	I/Mobile Data Terminal NL	MME-1-9P9BA	7/1/19	6/30/20	Premium	12	1	$986.74	$11,840.85
10	IPS0012	I/Page	MME-1-XXH2	7/1/19	6/30/20	Premium	12	1	$447.62	$5,371.38
11	IPS0015	I/Tracker - I/CAD	MME-1-9P9F2	7/1/19	6/30/20	Premium	12	1	$557.86	$6,694.38
12	IPS0019	I/LEADS-Server NL	MME-1-XXH4	7/1/19	6/30/20	Premium	12	1	$468.56	$5,622.75
13	IPS0020	I/LEADS-Records Management System CC - Desktop Client	MME-1-XXH6	7/1/19	6/30/20	Premium	12	60	$35.28	$25,401.60
15	IPS0024	I/LEADS-Civil Process System CC	MME-1-XXJY	7/1/19	6/30/20	Premium	12	1	$213.88	$2,566.62
16	IPS0026	I/LEADS-Jail Management System - Client CC	MME-1-XXK0	7/1/19	6/30/20	Premium	12	20	$24.26	$5,821.20
17	IPS0030	I/LEADS-CAD Link NL	MME-1-XXL4	7/1/19	6/30/20	Premium	12	1	$0.00	$0.00
18	IPS0038	I/Mobile CC	MME-1-9P9BI	7/1/19	6/30/20	Premium	12	27	$26.46	$8,573.04
20	IPS0042A	I/NetViewer - 15 users	MME-1-XXLI	7/1/19	6/30/20	Premium	12	1	$557.86	$6,694.38
21	IPS0048	I/FRMS-CADlink NL	MME-1-88551	7/1/19	6/30/20	Premium	12	1	$224.91	$2,698.92
22	IPS0082-M	Map Admin Utility for I/Map & I/Executive Users		7/1/19	6/30/20	Premium	12	1	$202.86	$2,434.32
23	IPS1163-M	I/Map Editor CC for Ingr GM Pro and CAD Users	1K17AXR00098398OJB7G	7/1/19	6/30/20	Premium	12	1	$86.00	$1,031.94
24	IPS21182C	Intergraph Business Intelligence Direct for WebRMS Bundle		7/1/19	6/30/20	Premium	12	1	$133.40	$1,600.83
25	IPS21183C	Intergraph Business Intelligence Direct for WebRMS Bundle		7/1/19	6/30/20	Premium	12	1	$272.32	$3,267.81
26	IPS21183TSTC	Intergraph Business Intelligence Direct for WebRMS Bundle		7/1/19	6/30/20	Premium	12	1	$0.00	$0.00
27	IPS21184C	Intergraph Business Intelligence Direct for WebRMS Bundle		7/1/19	6/30/20	Premium	12	1	$164.27	$1,971.27
30	IPSCUSTOM12	E-Citation SW Interface	1-268633407	7/1/19	6/30/20	Premium	12	1	$604.17	$7,250.04
31	IPSCUSTOM14	I/LEADS State Accident Report	1-290127789	7/1/19	6/30/20	Premium	12	1	$367.50	$4,410.00

MAINTENANCE QUOTATION DETAIL

Flagstaff AZ City Of

Account Nbr: MDC-1320
Quote: 1-1PYZBXN Flagstaff AZ City Of 19-20

PO#:
Performance Period: 7/1/19 through 6/30/20
Currency: USD

Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
32	IPSF520AA-1002A	Oracle Standard Ed.-Application Sp	ORA-11059	7/1/19	6/30/20	Premium	12	96	$11.02	$12,700.80
33	IPSF584AA-A	Oracle Std Ed - App Specific-NU	MME-1-9QLDO	7/1/19	6/30/20	Premium	12	120	$12.13	$17,463.60
								Subtotal for Site Number	**00098398**	**$231,897.11**

Site Number: **50001020**

Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
14	IPS0020	I/LEADS-Records Management System CC - Desktop Client		7/1/19	6/30/20	Premium	12	5	$35.28	$2,116.80
19	IPS0038	I/Mobile CC		7/1/19	6/30/20	Premium	12	5	$26.46	$1,587.60
28	IPSCUSTOM10	I/LEADS RMS Custom Development Services		7/1/19	6/30/20	Premium	12	1	$636.14	$7,633.71
29	IPSCUSTOM11	I/Leads upgrade Livescan Interface	MME-1-63RLDV	7/1/19	6/30/20	Premium	12	1	$98.12	$1,177.47
								Subtotal for Site Number	**50001020**	**$12,515.58**

Grand Total Excluding Tax **$244,412.69**

HEXAGON
SAFETY & INFRASTRUCTURE

MAINTENANCE RENEWAL POLICIES

LATE RENEWAL

If your maintenance renewal is not received prior to the performance period begin date, in addition to any reinstatement fees that may be charged as described below, maintenance services for the new coverage period may be terminated or suspended by Intergraph Corporation d/b/a Hexagon Safety & Infrastructure. This includes your ability to access system support or the knowledge base, and the ability to log or check support requests. Therefore it is important that you do not delay in renewing your maintenance service contract.

REINSTATEMENT FEE FOR LAPSE IN HEXAGON MAINTENANCE COVERAGE

Hexagon charges a 25% reinstatement fee when maintenance coverage lapses because a renewal is not received by the performance period begin date. Notwithstanding the foregoing, for all Oracle products there is a 50% reinstatement fee when maintenance coverage lapses because a renewal is not received by the performance period begin date. The reinstatement fee will be calculated and assessed for each month in which there has been a lapse in coverage. The details of this fee may be found in Section 4.1 of the Terms and Conditions. To ensure you are not assessed a reinstatement fee, please return your renewal instructions before the performance period begin date.

LICENSE RE-PURCHASE FOR LAPSE IN MICROSOFT SQL SERVER AND BIZTALK MAINTENANCE COVERAGE

Hexagon's agreement with Microsoft for reinstating maintenance that has lapsed on Microsoft SQL Server and BizTalk licenses obtained from Hexagon and for which Hexagon provides maintenance and support. Microsoft only allows Hexagon to provide maintenance (including upgrades of the Microsoft products) to you if you provide renewal instructions prior to the performance period begin date shown in the attached quote and without any lapse in coverage. Any maintenance renewal received on or after the performance period begin date is considered to be a lapse in coverage and will not be accepted by Hexagon. Therefore, if your renewal for the Microsoft license maintenance is not received by Hexagon by the performance period begin date, when you wish to upgrade to a new version of SQL Server and/or BizTalk, you are

required to re-purchase the licenses for the Microsoft products at the then current list price of those products, plus one year of maintenance coverage from the date of re-purchase. You will not be eligible to obtain support services from Hexagon during any lapse in maintenance coverage for SQL Server and/or BizTalk.

BUSINESS INTELLIGENCE MAINTENANCE BEGINS WITH LICENSE PURCHASE; MAINTENANCE RENEWALS MUST BE RECEIVED BEFORE CURRENT MAINTENANCE TERM EXPIRES

Due to constraints related to third-party content in the Business Intelligence suite, the maintenance term must begin when Business Intelligence licenses are purchased. The maintenance must renew, if elected, on the anniversary of the license purchase; therefore, your renewal instructions must be received prior to the performance period begin date shown in the attached quote and without any lapse in coverage. Any maintenance renewal received on or after the performance period begin date is considered to be a lapse in coverage and will not be accepted by Hexagon. Therefore, if your renewal for the Business Intelligence license maintenance is not received by Hexagon by the performance period begin date, when you wish to upgrade to a new version of Business Intelligence, you are required to purchase an upgrade of the Business Intelligence products at a price that is fifty percent (50%) of the then current list price, plus one year of maintenance coverage from the date of the upgrade purchase. You will not be eligible to obtain support services from Hexagon during any lapse in maintenance coverage for the Business Intelligence products.

CHARGES ARE PAYABLE ANNUALLY AND IN ADVANCE

Hexagon's payment terms are annual, in advance, for maintenance service contracts. If you wish to instead pay quarterly in advance, please request a revised quotation. A convenience fee of 15% will be added to contracts with quarterly payment schedules instead of annual. The convenience fee will be prorated across the four quarterly invoices.

Hexagon Safety & Infrastructure
U.S. Maintenance Terms and Conditions for Software

This document ("Terms and Conditions") and the Quote to which these Terms and Conditions are attached set forth the terms and conditions for the maintenance of software and related support services by Intergraph Corporation doing business as Hexagon Safety & Infrastructure ("Hexagon") for Customer.

1. DEFINITIONS
   - 1.1. "Affiliate" means any entity or person controlled by or under common control of Hexagon. For the purposes of this Agreement, the term "control" means ownership, directly or indirectly, of equity securities entitling the owner to exercise in the aggregate equal or more than twenty-five percent (25%) of the voting power of the entity in question. For the avoidance of doubt, any Affiliate of Hexagon is as well deemed an Affiliate of any other Affiliate of Hexagon; also Hexagon is an Affiliate of any of its Affiliates.
   - 1.2. "Agreement" means (1) the binding contract incorporating these Terms and Conditions as well as the Quote submitted to Customer under Section 2 and/or, if applicable, (2) the binding contract incorporating a Quote submitted to Customer under Section 3.2 and/or Section 12.1 as well as the maintenance service contract terms and conditions referenced therein.
   - 1.3. "Coverage Period" means the period of performance set forth in the Quote.
   - 1.4. "Covered Products" means the software listed on the Quote for which Services are to be provided to Customer by Hexagon. Covered Products shall also include additional copies of the software (i) where the original software is already covered by the Agreement and (ii) for which additional licenses are purchased or otherwise obtained by Customer during the Coverage Period. Covered Products may include Software Products, as well as Third Party Software.
   - 1.5. "Customer" means the entity or person purchasing Services.
   - 1.6. "Quote" means a quotation for Services submitted to Customer by Hexagon or an authorized Hexagon partner, along with a product quotation at time of purchase of the product to be maintained. according to Section 2, or a quotation for Services submitted to Customer by Hexagon, according to, Section 3.2 and/or Section 12.1.
   - 1.7. "Services" means the maintenance and support services for Covered Products that are further described in the Agreement.
   - 1.8. "Software Product" includes Hexagon's or Hexagon's Affiliate's computer software and all of the contents of the files, disk(s), CD-ROM(s) or other media with which the software is provided, including any templates, data, printed materials, and "online" or electronic documentation, all copies, and any Updates of such Software Products. Software Products are subject to all of the terms and conditions of the End-User License Agreement ("EULA") provided with the Software Product.
   - 1.9. "Third Party Software" means computer software or other technology in which any person or entity, other than Hexagon or Hexagon's Affiliate, has any right, title or interest, including any restrictions or obligations (such as obligations to obtain consents or approvals and restrictions that may be eliminated only by obtaining such consents or approvals)

applicable to the computer software or technology, but does not include software embedded in the Software Products by license from third parties. The use of Third Party Software is subject to all of the terms and conditions of the third party's software license or similar agreement ("SLA") provided with the Third Party Software.

1.10. "Update(s)" means any Upgrade, modified version, fix, patch and/or update of Covered Products. The use of Updates is subject to all of the terms and conditions of the EULA or SLA provided with Customer's current version of the Covered Products.

1.11. "Upgrade(s)" means each new release of Covered Products. Upgrades require a full installation and may be provided with a separate EULA or SLA. Any EULA or SLA delivered with the Upgrade will supersede any EULA or SLA associated with prior releases of the Covered Products.

2. AUTHORIZATION OF SERVICES

By either (a) returning a signed Quote; (b) submitting a signed purchase order referencing a Quote; (c) paying any charges as set forth on a Quote; or (d) accepting delivery of Services as set forth on a Quote, Customer authorizes Hexagon to provide the Services for Covered Products during the Coverage Period in accordance with the Agreement. The Services will be provided by Hexagon in accordance with the Scope of Coverage as set forth in Section 5. The Agreement shall only become binding and effective upon the written acceptance by Hexagon or the first delivery of the Services set forth in the Quote, whichever is earlier.

3. TERM

3.1. Term. This Agreement shall begin, retroactively (if applicable), on the first calendar day of the first month of the applicable Coverage Period, and shall expire at the end of the Coverage Period unless terminated earlier as provided in Section 18, or renewed by mutual agreement of the parties in accordance with Section 3.2. The Coverage Period shall be for whole months only.

3.2. Renewal. Approximately ninety (90) days prior to the expiration date of any Coverage Period, Hexagon will submit to Customer a renewal Quote that includes pricing for the upcoming Coverage Period. Section 2 shall apply mutatis mutandis to the formation of the Agreement based on the renewal Quote as well as the maintenance service contract terms and conditions referenced therein or made available to Customer together with the renewal Quote. If the Agreement is not entered into based on the renewal Quote as well as the maintenance service contract terms and conditions referenced therein, Hexagon, after the preceding Coverage Period has expired, shall be entitled to discontinue Services for the affected Covered Products, including access to system support or knowledge base, and/or end the ability of Customer to log or check support requests.

4. REINSTATEMENT OF MAINTENANCE SUPPORT COVERAGE

4.1. Lapse in Software Maintenance Coverage. To reinstate Services after any termination or suspension thereof, Customer must pay a reinstatement fee. The Coverage Period for any reinstated Services (the "Renewal Coverage Period") shall begin on the first day after the expiration or termination of the last paid-in-full Coverage Period and extend until the next purchase anniversary date of the lapsed Covered Products. The reinstatement fee will equal twenty-five percent (25%) of the past due maintenance charges (rounded up to whole months only) for the Renewal Coverage Period, and shall be in addition to the total maintenance charges due for the Renewal Coverage Period, all calculated at the current maintenance list price. Upon request of Customer, Hexagon will provide a Quote for the Renewal Coverage Period, to include the reinstatement fee, which is applicable only for reinstatement made in the then-current month.

4.2. Failure to Obtain Maintenance Coverage. In the event Services were not purchased at the time that the Covered Product was originally purchased, in order to obtain Services, Customer must pay one hundred twenty-five percent (125%) of all maintenance payments from the date the original Covered Product was purchased up to the date the Services are actually purchased, plus one hundred percent (100%) of the remaining Coverage Period that expires upon the anniversary date of the original Covered Product purchase, all calculated at the current maintenance list price. The Coverage Period for such Covered Products will begin on the first day of the month in which the Covered Products were originally purchased.

5. SCOPE OF COVERAGE FOR SOFTWARE PRODUCTS

Services described in this Section apply to Software Products only. Services for Third Party Software are set forth in Section 10.

Hexagon offers two levels of Services for Software Products included in the Covered Products: Standard Support and Premium Support. Under both levels of Services, Hexagon shall provide reasonable commercial efforts to aid in the diagnosis and correction of defects in and provide general advice as to the use of the Software Products included in the Covered Products. The level of Services will be set forth on the Quote and will include the following:

5.1. **Standard Support:** Standard Support will include and be limited to the following:

5.1.1. Help Desk Support. Out-of-the-box functionality support via the Help Desk (telephone or eService via Hexagon's Customer Support Web Site where available at https://support.hexagonsafetyinfrastructure.com). Phone support for all priority levels of software errors is available on Monday through Friday from 8AM – 5PM at Customer's local time, excluding Hexagon-observed holidays. Local variances in support hours will be posted on the Customer Support Web Site or applicable local support website, or can be determined by contacting Customer's local Hexagon office.

5.1.2. Updates. Access to all available Updates of Software Products included in the Covered Products. Hexagon will notify Customer when Updates are made available for any Software Products for which Service has been purchased, by way of posting notices of such to the "Support Notices and Announcements" section on the Customer Support Web Site or applicable local support website or via direct notification by Hexagon. If applicable, Customer may also register on the Customer Support Web Site or applicable local support website to automatically receive email notifications when a new release of a Software Product is made available by Hexagon. Updates are shipped to Customer upon Customer request. Hexagon is not obligated to produce any Updates.

5.1.3. Knowledge Base. Twenty-four-hour-per-day/seven-day-per-week access to problem Knowledge Base, an on-line self-help tool.

5.2. **Premium Support:** Premium Support will include all of the features available under Standard Support. Additionally, when the software error is considered to be critical (meaning production is down), then phone support is also available after-hours and on Hexagon-observed holidays.

Hexagon may not provide both levels of support for all Software Products in all countries. Customer may choose any level of Services offered, however all Software Products included in the Covered Products under the Agreement must have the same level of Services when available.

Services are only available for the current version and the one version prior to the current version of a particular Software Product. Services are limited to the specific Software Products listed on the Quote and functioning on the appropriate Hexagon-supported operating system.

6. MINIMUM SYSTEM REQUIREMENTS; CUSTOMER'S OBLIGATIONS

Performance of Services by Hexagon is specifically conditioned upon the following minimum system requirements and fulfillment by Customer of the following obligations (collectively, minimum system requirements and customer obligations hereinafter referred to as "Customer Obligations"):

6.1. Customer's hardware and operating system software must meet the minimum system requirements specified by Hexagon and made available to Customer upon request.

6.2. Customer's system must have input and output devices that enable the use of Hexagon's diagnostic programs and supplemental tests. The specifications of such devices shall be made available to Customer by Hexagon upon request.

6.3. Customer will be responsible for any required adjustments or updates to its hardware and/or operating system software required to accommodate Updates of Covered Products.

6.4. Customer will ensure availability of its own system technical support personnel so that Hexagon can fulfill its Service obligations.

6.5. When reporting problems to Hexagon's Help Desk, Customer will provide a complete problem description, along with all necessary documents and information that is available to Customer and required by Hexagon to diagnose and resolve the problem. Customer will grant all necessary access to all required systems as well as to the Covered Products, and any other reasonable assistance needed.

6.6. Customer will carry out any reasonable instructions on troubleshooting or circumvention of the problem provided by Hexagon through the Authorized Contact (as defined below in Section 8.1) immediately and in conformity with these instructions, and will install any necessary patches, defect corrections or new versions from Hexagon.

6.7. Customer is solely responsible for assuring the compatibility of non-Hexagon products with products provided by Hexagon.

6.8. Customer is solely responsible for ensuring its systems, software, and data are adequately backed up. Hexagon will not be liable for lost data.

In addition, Customer shall provide for any other requirements reasonably specified by Hexagon and related to the rendition of the Services to be met.

If Customer fails to fulfill its Customer Obligations, Hexagon is entitled to bill Hexagon's time and effort made necessary by Customer's failure at Hexagon's currently stated hourly rates.

7. EXCLUDED SOFTWARE SERVICES

Services for the following are outside the scope of this Agreement and may be available under separate agreement at an additional charge (collectively "Excluded Services"):

7.1. Installation of any Covered Product, Update, or interface software

7.2. Network configuration

7.3. Configuration or customization of Covered Products to customer requirements.

7.4. System-level tuning and optimization and system administration support

7.5. Programming or software development

7.6. Training

7.7. Services required because the Authorized Contact is not available or is not trained in accordance with Section 8

7.8. On-site Services
7.9. Services outside of the regular business hours associated with the applicable level of Services
7.10. Services required due to modifications of Covered Products by Customer. In the case of Hexagon software modules which assist in the creation and use of Customer software, the performance of Services under the Agreement is restricted to unmodified components of these Covered Products
7.11. Services required due to use other than in the ordinary manner intended for the Covered Products, or use in a manner that contravenes terms hereunder, or Customer's disregard of the installation and operating instructions according to the documentation provided with the Covered Products
7.12. Services required due to failure of software or hardware not supplied by Hexagon and not covered in the Agreement
7.13. Services required due to Customer's use of hardware or software that does not meet Hexagon specifications or failure of Customer to maintain or perform industry standard maintenance on Customer's hardware or software
7.14. Services required due to software or portions thereof that were incorrectly installed or configured, or use in an environment inconsistent with the support environment specified by Hexagon, or used with peripherals, operational equipment or accessories not conforming to Hexagon's specifications
7.15. Services required due to cases of force majeure, especially lightning strikes, fire or flood or other events not caused through Hexagon's fault.
7.16. Services required due to customer's failure to fulfill the Customer Obligations set forth in Section 6
7.17. Services required due to faulty or incomplete Customer data.

When ordered by Customer, Excluded Services or other software maintenance support services that are outside the scope of this Agreement will be billed by Hexagon according to the stated hourly rates and material prices in effect at the time such service is performed.

8. SYSTEM SUPPORT TECHNICIAN

8.1. Customer will appoint a minimum of two and a maximum of three contact people who are each authorized to make use of the Services ("Authorized Contacts").
8.2. Customer must make sure that the Authorized Contacts have adequate expertise and experience to make possible a targeted and professionally accurate description of malfunctions and make it possible for Hexagon to handle them efficiently. Authorized Contacts must have successfully completed Hexagon product training or complete it at the next available scheduled opportunity, for those products for which formal training is available. Customer will bear the cost of this training. Customer is obligated to select only those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer's operating system, network, and hardware and software systems. Customer agrees to promptly notify Hexagon of any replacement of an Authorized Contact.

9. REMOTE ACCESS

Customer will permit Hexagon to electronically access Customer's system via SecureLink™. SecureLink™ is a tool for providing secure, auditable remote access to Customer's system in order for Hexagon support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. The Authorized Contacts should be available to assist Hexagon Customer Support as needed during this entire process. Customer Support will only access Customer's system with the knowledge and consent of Customer. For local variances specific

to the use of remote access tools other than SecureLink™, Customer should contact the local Hexagon support office.

10. THIRD PARTY SOFTWARE

Support and Updates of Third Party Software shall be provided in the fashion and to the extent or duration that Hexagon is authorized to provide such by the third party manufacturer of the Third Party Software, and such Third Party Software Services may be subject to additional terms and conditions of the third party manufacturer of the Third Party Software.

Services and Updates for any Third Party Software that are not listed on the Quote must be obtained from the third party owner of the products or their designated representative.

11. REQUIRED COVERAGE

11.1. Multiple or Interdependent Licenses. Customer may not decline maintenance for individual licenses of a Covered Product for which Customer has multiple copies under Service at one site or for Covered Products that are being used interdependently at a single site, except in accordance with the relinquishment process described in Section 12.2.

11.2. Prerequisite Licenses. All prerequisite Hexagon software licenses that are necessary to operate the Covered Products for which Customer desires Services under the Agreement must also be included as Covered Products and listed on the Quote.

12. ADDITIONS AND REMOVALS OF COVERED PRODUCTS

12.1. Additions of Covered Products to Maintenance.

12.1.1. Additional Software Products from Hexagon. In the event Customer purchases additional licenses of Software Products from Hexagon during the term of this Agreement, Hexagon will provide Customer with a written extension Quote that reflects the additional licenses, the effective date of Service, and charges for the additional licenses, pursuant to the Agreement.

12.1.2. Additional Software Products from a third party. In the event Customer obtains additional licenses of Software Products from an authorized reseller or by any other means, Customer agrees to promptly notify Hexagon in writing about the newly acquired Software Products, and upon receipt of such notice, Hexagon will provide Customer with a written extension Quote that reflects the additional licenses, the effective date on which Hexagon may commence the Services with respect to the copies of the Software Product pertaining to the additional licenses, and the charges that would be due in return for these Services pursuant to the Agreement.

12.1.3. Section 2 shall apply mutatis mutandis to the formation of the Agreement based on the extension Quote submitted to Customer under Section 12.1.1 or Section 12.1.2 as well as the maintenance service contract terms and conditions referenced therein or made available to Customer together with the extension Quote. If the Agreement is not entered into based on the extension Quote as well as the maintenance service contract terms and conditions referenced therein, then the terms and conditions in Section 4 regarding reinstatement of Services will apply to the additional licenses of Software Products. If, however, the additional Software Products are multiple, interdependent, or prerequisite licenses as described in Section 11 above, Services may not be declined, and Services and the appropriate monthly charges will begin on the effective date as shown on the extension Quote.

12.1.4. Additional Software Products via Software Transfer Policy. Customer shall purchase Services on all additional licenses of Software Products for a site obtained via software license transfer. Any such software license transfers shall be in accordance with the

then-current Hexagon Software Transfer Policy and the EULA or other applicable Software License Agreement delivered with the Software Product.

12.2. Removal of Covered Products from Maintenance. Either party may provide written notice to the other party at least sixty (60) calendar days prior to the end of any Coverage Period of its intent to remove any individual Covered Products from the Agreement for the renewal period. Neither party may remove Covered Products except upon Agreement renewal. Customer may not remove from the Agreement individual software licenses of a Covered Product for which Customer has multiple copies under Service at one site or for Covered Products that are being used interdependently at a single site, unless Customer has first certified to Hexagon on a "Software Relinquishment Agreement" that the copies of the Covered Product for which Customer desires to cease Services (the "Relinquished Licenses") for the renewal Coverage Period have been uninstalled and removed from its system(s). Should Customer desire to reinstate Services for the Relinquished Licenses at a later date, Customer must re-purchase the licenses at the then current list price.

13. PAYMENT

13.1. Terms of Payment. Charges for Services are due and payable annually and in advance. For Customers desiring to pay quarterly and in advance instead of annually and in advance, Customer must request a revised Quote which shall include a convenience fee increase of fifteen percent (15%) of the total annual charges, which convenience fee Customer agrees to pay. The convenience fee shall be prorated and charged to the four quarterly invoices. All charges are due net thirty (30) calendar days from the date of invoice or prior to the beginning of the applicable Coverage Period, whichever is earlier. Charges for Covered Products added during a Coverage Period shall be prorated to the remaining months of the Coverage Period, in whole month increments only, and such charges shall be due and payable in full upon receipt of invoice.

13.2 Past Due Accounts. HEXAGON RESERVES THE RIGHT TO REFUSE SERVICE TO ANY CUSTOMER WHOSE ACCOUNT IS PAST DUE. At the discretion of Hexagon, Customers who have not paid any charges when due (i) under this Agreement, (ii) under any other agreement between the parties, or (iii) under any agreement between Hexagon and Customer's parent and/or subsidiary at least fifty percent (50%) owned by Customer, may not be rendered Services until all past due charges are paid in full. Additionally, Hexagon shall charge and Customer agrees to pay interest at the rate of two percent (2%) per month or the maximum amount allowed by law, whichever is less, for all amounts not received when due. The start of the Coverage Period shall not be postponed due to delayed payment of any charges. If Hexagon is required to use a collection agency or attorney to collect money owed by Customer, Customer agrees to pay the reasonable costs of collection. These collection costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees and court costs.

13.3 Customer's Responsibilities Concerning Invoice Questions. Subject to applicable law, if Customer intends to dispute a charge or request a credit, Customer must contact Hexagon within ten (10) calendar days of the date on the invoice. Customer waives any right to dispute a charge or receive a credit for a charge or Services that Customer does not report within such period.

14. CUSTOMER WARRANTIES

During the Coverage Period, Customer shall commit to the following:

14.1. Subject to Section 12.2, Customer warrants that for all Covered Products supported under the Agreement, all licenses of a Covered Product for which Customer has multiple copies in its possession and that are located at the site referenced on the Quote, and all prerequisite licenses necessary to operate Covered Products, are listed on the Quote. If all like Covered Products or prerequisite software licenses are not listed on the Quote, Customer agrees to notify Hexagon so that Hexagon may issue a revised Quote to Customer.

14.2. Customer warrants that Services provided herein shall be utilized only for the quantity of Covered Products licenses listed on the Quote.

14.3. Customer shall, and Customer shall cause each of Customer's employees and representatives to, comply with each and every term and condition of the EULA and/or SLA applicable to the Covered Products supported under the Agreement.

15. INTELLECTUAL PROPERTY

15.1. Software License. Any Upgrades furnished hereunder shall remain the property of Hexagon, Hexagon's Affiliate or applicable third party, and are licensed in accordance with the then current Hexagon EULA, EULA of Hexagon's Affiliate or third party SLA, which shall supersede any EULA or SLA associated with prior releases of the Software Products or Third Party Software. Upon Customer's request, Hexagon shall provide customer with such EULA or SLA. Upon Hexagon's request, Customer agrees to execute a EULA or SLA, as applicable, for Covered Products provided without an included EULA or SLA.

15.2. Confidential Information. Hexagon and Customer each acknowledge that they may be furnished with, receive, or otherwise have access to information of or concerning the other party which such party considers to be confidential, proprietary, a trade secret or otherwise restricted. As used in this Agreement "Confidential Information" shall mean all information, which may include third party information, in any form, furnished or made available directly or indirectly by one party to the other that is marked confidential, restricted, proprietary, or with a similar designation. The terms and conditions, and existence, of this Agreement shall be deemed Confidential Information. Confidential Information also shall include, whether or not designated "Confidential Information" (i) all specifications, designs, documents, correspondence, software, documentation, data and other materials and work products produced by either Hexagon or its subcontractors, and (ii) with respect to either party, all information concerning the operations, financial affairs and businesses, and relations with its employees and service providers.

Each party's Confidential Information shall remain the property of that party or relevant third party except as expressly provided otherwise by the other provisions of this Agreement. Customer and Hexagon shall each use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own information of a similar nature.

The parties shall take reasonable steps to ensure that their respective employees comply with these confidentiality provisions. This Section shall not apply to any particular information which either party can demonstrate (i) was, at the time of disclosure to it, generally publicly available; (ii) after disclosure to it, is published or otherwise becomes generally publicly available through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without restriction on disclosure; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such

information to it without any obligation to restrict its further use or disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the disclosing party. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any legal requirement of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, such party advises the other party promptly and prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

16. LIMITED WARRANTIES; WARRANTY DISCLAIMERS

16.1. Limited Warranties.

16.1.1. Hexagon Services Warranty. Hexagon warrants for a period of thirty (30) days from the date of Services that the Services provided pursuant to this Agreement, in the form of a defect correction and/or maintenance services, will be performed with reasonable skill and care in accordance with the requirements set forth herein, provided the Covered Products for which the Services are provided are used under normal conditions and in strict accordance with the terms and conditions herein. Customer agrees to promptly notify Hexagon of any unauthorized use, repair, or modification, or misuse, as well as suspected defects in any Services provided pursuant to this Agreement.

16.1.2. Hexagon Software Warranty. Hexagon warrants for a period of thirty (30) days from the date of shipment of any Software Product that, under normal use, software delivery media shall be free from defect in material or workmanship. Additional warranties for Software Products may be provided in the applicable Hexagon Terms and Conditions for Sale or other agreement between the parties governing the delivery of Software Products.

16.1.3. Pass-Through Third Party Warranties. Third Party Software is only warranted pursuant to a pass-through warranty to Customer from the applicable Third Party Software manufacturer and only to the extent warranted by the applicable Third Party Software manufacturer.

16.1.4. NO OTHER WARRANTIES. THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND REPRESENT THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF HEXAGON. THE LIMITED WARRANTIES PROVIDE CUSTOMER WITH SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY JURISDICTION TO JURISDICTION. IF A GREATER WARRANTY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS AGREEMENT, THEN HEXAGON WARRANTS THE SERVICES OR COVERED PRODUCTS TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

16.2. Remedies. In the event a warranted Service, Covered Product, or Update provided pursuant to this Agreement does not substantially comply with the limited warranties set forth in the Agreement, Hexagon's entire liability and Customer's exclusive remedy shall be, in Hexagon's sole and absolute discretion, either (i) providing of a Service, Covered Product, or Update which conforms substantially with the warranty; or (ii) a refund of the purchase price of the particular warranted Service, Covered Product, or Update for the period of time that the warranted Service, Covered Product, or Update did not substantially conform to the limited warranties set forth in this Agreement.

Hexagon is acting on behalf of its suppliers for the sole purpose of disclaiming, excluding and/or limiting obligations and liability as provided in this Agreement, but in no other respects and for no other purpose.

16.3. WARRANTY DISCLAIMERS. ANY WARRANTIES HEREUNDER ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS DIRECTLY, OR INDIRECTLY, FROM AN UNAUTHORIZED MODIFICATION OF A WARRANTED ITEM; AN UNAUTHORIZED ATTEMPT TO REPAIR A WARRANTED ITEM; OR MISUSE OF A WARRANTED ITEM, INCLUDING WITHOUT LIMITATION, USE OF WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR WITHOUT ROUTINELY MAINTAINING A WARRANTED ITEM. CUSTOMER SHALL PROMPTLY NOTIFY HEXAGON OF ANY SUSPECTED DEFECTS IN COVERED PRODUCTS DELIVERY MEDIA. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HEXAGON AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES, COVERED PRODUCTS, AND UPDATES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. HEXAGON DOES NOT WARRANT THAT ANY SERVICES, COVERED PRODUCTS, AND UPDATES PROVIDED PURSUANT TO THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES HEXAGON WARRANT THAT ANY SERVICES, COVERED PRODUCTS, AND UPDATES WILL OPERATE UNINTERRUPTED OR ERROR FREE. IF ANY PART OF THIS DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES IS RULED INVALID, THEN HEXAGON DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. HEXAGON MAY SHARE INFORMATION FROM TIME TO TIME RELATED TO ITS EXPECTED DIRECTION, ROADMAP, OR VISION FOR ITS PRODUCTS AND SERVICES, ALL OF WHICH IS SUBJECT TO CHANGE AT ANY TIME IN HEXAGON'S SOLE DISCRETION. CUSTOMER SHOULD NOT RELY UPON STATEMENTS, PRESENTATIONS, OR INFORMATION REGARDING FUTURE FEATURES, FUNCTIONS, OR PRODUCTS FOR ANY PURPOSE IN ABSENCE OF HEXAGON'S FORMAL AND EXPRESS CONTRACTUAL COMMITMENT TO DELIVER THE SAME.

17. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HEXAGON OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION, CLAIMS OF THIRD PARTIES OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THIS AGREEMENT, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HEXAGON'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO HEXAGON DURING THE PAST TWELVE MONTHS UNDER THIS AGREEMENT AS OF THE DATE THE EVENT GIVING RISE TO THE CLAIM OCCURS. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS FOLLOWING THE INITIAL EVENT GIVING RISE TO THE CAUSE OF ACTION. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. IF ANY PART OF THIS SECTION IS HELD INVALID, THEN HEXAGON LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

18. TERMINATION

This Agreement may only be terminated prior to its expiration in the following ways:

18.1. Either party petitions for reorganization under the Bankruptcy Act or is adjudicated as bankrupt, or a receiver is appointed for the other party's business.
18.2. Customer fails to pay Hexagon any amount when due (i) under this Agreement; or (ii) under any other agreement between the parties.
18.3. Customer's license to the Covered Products for which Customer has purchased Services is terminated.

19. RESTRICTIONS

19.1. Non-Solicitation of Employees. Customer agrees that it will not, without the prior written consent of Hexagon, solicit or hire any Hexagon employee, or induce such employee to leave Hexagon's employment, directly or indirectly, during the term of this Agreement and for a period of twelve (12) months after the Agreement expires or is terminated. Customer agrees that a breach of this provision would cause actual and substantial damages to Hexagon such that it would be very difficult to calculate actual damages. Accordingly, any such breach will entitle Hexagon to recover liquidated damages from Customer in the amount equal to one (1) year of the affected employee's annual salary plus benefits for each such breach, as well as expenses, costs, and reasonable attorneys' fees incurred by Hexagon in seeking enforcement of this Agreement. Customer agrees that the foregoing amount is intended to be, and in fact is, a reasonable estimate of the actual damages that would be incurred by Hexagon if Customer were to breach this provision, and that this amount is not intended to be, and in fact is not, a penalty. In addition, Hexagon shall be entitled to equitable or injunctive relief to prevent further breaches. For purposes of this Section, the term "employee" means employees of Hexagon and/or any Hexagon subsidiary and/or any of Hexagon's subcontractors who directly support Customer.
19.2. United States Government Restricted Rights. If a Covered Product (including any Updates, documentation or technical data related to such Covered Products) is licensed, purchased, subscribed to or obtained, directly or indirectly, by or on behalf of a unit or agency of the United States Government, then this Section also applies.
19.2.1. For civilian agencies: The Covered Product was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with the Federal Acquisition Regulations ("FAR") 52.227-19 (a) through (d) (Commercial Computer Software – Restricted Rights).
19.2.2. For units of the Department of Defense ("DoD"): The Covered Product was developed at private expense and is "commercial computer software" submitted with restricted rights in accordance with the Defense Federal Acquisition Regulations ("DFARS") DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation).
19.2.3. Notice: The Covered Product is "commercial computer software" as defined in DFARS 252.227-7014 (Rights in Noncommercial Computer Software) and FAR 12.212 (Computer Software), which includes "technical data" as defined in DFARS 252.227-7015 (Technical Data) and FAR 12.211 (Technical Data). All use, modification, reproduction, release, performance, display or disclosure of this "commercial computer software" shall be in strict accordance with the manufacturer's standard commercial license, which is attached to and incorporated into the governing Government contract. Hexagon and any applicable Third Party Software manufacturers are the manufacturers. This Covered Product is unpublished and all rights are reserved under the Copyright Laws of the United States.

19.3. Export Restrictions. All Software Products and all Third Party Software (including any Updates, documentation or technical data related to such software products) licensed, purchased, subscribed to or obtained, directly or indirectly, from Hexagon, its subsidiaries or distributors (collectively, "Export Controlled Products") are subject to the export control laws and regulations of the United States. Diversion contrary to United States law is prohibited. The Export Controlled Products, and the direct product thereof, shall not be exported or re-exported, directly or indirectly (including via remote access), under the following circumstances:

19.3.1. To Cuba, Iran, North Korea, Sudan, or Syria, or any national of these countries.

19.3.2. To any person or entity listed on any United States government denial list, including but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists (www.bis.doc.gov/complianceandenforcement/liststocheck.htm), the U.S. Department of Treasury Specially Designated Nationals List (www.treas.gov/offices/enforcement/ofac/), and the U.S. Department of State Debarred List (http://www.pmddtc.state.gov/compliance/debar.html).

19.3.3. To any entity if Customer knows, or has reason to know, the end use of the Export Controlled Product is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other unsafeguarded or sensitive nuclear uses.

19.3.4. To any entity if Customer knows, or has reason to know, that an illegal reshipment will take place.

Any questions regarding export or re-export of an Export Controlled Product should be addressed to Hexagon's Export Compliance Department, 305 Intergraph Way, Madison, Alabama, United States 35758 or at exportcompliance@intergraph.com.

20. TAXES

All charges under this Agreement are exclusive of each and every country's federal, provincial, state, municipal, or other governmental, withholding, excise, sales, use, value added or other taxes, tariffs, custom duties and importing fees ("Taxes"). Customer shall be liable for, and shall indemnify and hold Hexagon harmless from and against, any and all Taxes. Taxes shall expressly exclude any federal, state, municipal, or other governmental income taxes, franchise taxes, business license fees and other like taxes measured by Hexagon's income, capital and/or assets. The total invoice amount for charges under this Agreement is subject to increase by the amount of any Taxes which Hexagon is required to withhold, collect, or pay regarding the transactions under this Agreement so that Hexagon receives the full amount of the charges on Hexagon's invoices. Any certificate to exempt the Agreement from tax liability or other documentary evidence of statutory exemption shall be obtained by Customer at Customer's expense.

21. GENERAL

21.1. Third Party Providers. Hexagon reserves the right to provide Services through a third party provider.

21.2. Entire Agreement. The Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. The Agreement supersedes any and all prior discussions and/or representations, whether written or oral, relating to the subject matter of the Agreement and no reference to prior dealings may be used to in any way modify the expressed understandings of the Agreement. Hexagon does not accept any contradictory or additional terms and conditions, even by accepting a purchase order referencing different terms and conditions. The Agreement may be amended only by a written instrument signed by authorized representatives of both parties, and cannot be amended by subsequent purchase order or writing received from Customer without the express

written consent of Hexagon. Any reproduction of the Agreement made by reliable means (for example, photocopy or facsimile) will be deemed an original.

21.3. Order of Precedence. In the event of a conflict between the documents that form the Agreement, the order of precedence will be as follows: (i) any addenda executed by Hexagon and Customer, with the latest addendum taking precedence over any earlier addenda; (ii) the Quote; and (iii) these Terms and Conditions.

21.4. Severability. Whenever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. However, if any provision of the Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Agreement.

21.5. Headings. The various headings in these Terms and Conditions are inserted for convenience only and shall not affect the meaning or interpretation of these Terms and Conditions or any section or provision of these Terms and Conditions.

21.6. No Waiver. Any failure by either party to enforce performance of the Agreement shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of the Agreement.

21.7 Notices. Any notice or other communication ("Notice") required or permitted under the Agreement shall be in writing and either delivered personally or sent by overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given. Hexagon's address for Notices is Hexagon Safety & Infrastructure, 305 Intergraph Way, Madison, Alabama 35758, Attn: Legal Department, 256-730-2333.

21.8 Assignment. Neither party shall have the right to assign any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of the other party, except that Hexagon may assign its rights and obligations under this Agreement, without Customer's approval, to (i) an entity which acquires all or substantially all of the assets of Hexagon or the Hexagon division providing a product or service under this Agreement; (ii) an entity which acquires all or substantially all of the Software Products or product line assets subject to this Agreement; or (iii) any subsidiary, affiliate or successor in a merger or acquisition of Hexagon. Any attempt by Customer to sublicense, assign or transfer any of Customer's rights or obligations under this Agreement, except as expressly provided in this Agreement, is void.

21.9 Force Majeure. Except for payment obligations under the Agreement, neither party shall be liable for any failure to perform or observe any of its obligations under this Agreement for as long as and to the extent that such performance is prevented or hindered by any circumstances beyond its reasonable control. By way of example, and not limitation, such causes may include acts of God or public enemies; labor disputes; acts of local, state, or national governments or public agencies; utility or communications failure; fire; flood; epidemics; riots; or strikes. The time for performance of any right or obligation delayed by such events will be postponed for a period equal to the delay. If, however, a party is subject to a force majeure that endures for more than sixty (60) calendar days, the other party has a right to terminate the Agreement upon providing thirty (30) calendar days prior written notice to the party subject to the force majeure.

21.10 Governing Law. This Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Alabama and shall be deemed to have been accepted in Madison, Alabama, United States. The parties agree that any legal

action or proceeding relating to this Agreement shall be instituted in the Circuit Court for Madison County, Alabama, or the United States District Court for the Northern District of Alabama, Northeastern Division. The parties agree to submit to the jurisdiction of and agree that venue is proper in these courts in any such legal action or proceedings. This Agreement shall not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

21.11 Waiver of Jury Trial. Hexagon and Customer each hereby waive, to the fullest extent permitted by applicable law, any right either may have to a trial by jury for any legal proceeding arising, directly or indirectly, out of or relating to this Agreement.

21.12 Injunctive Relief; Cumulative Remedies. Customer acknowledges and agrees that a breach of the Agreement by Customer could cause irreparable harm to Hexagon for which monetary damages may be difficult to ascertain or may be an inadequate remedy. Customer agrees that Hexagon will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any breach of the Agreement by Customer, and Customer expressly waives any objection that Hexagon has or may have an adequate remedy at law with respect to any such breach. The rights and remedies set forth in this Agreement are cumulative and concurrent and may be pursued separately, successively or together.

21.13 Attorneys' Fees and Costs. In the event of any legal proceeding arising out of or relating to this Agreement, the prevailing party in such action shall be entitled to an award of its reasonable attorneys' fees and costs for all such legal proceedings, including for trial and all levels of appeal.

21.14 Governing Language. The controlling language of this Agreement is English. If Customer has received a translation into another language, it has been provided for Customer's convenience only.

21.15 Survival. The provisions of the Agreement which require or contemplate performance after the expiration or termination of the Agreement shall be enforceable notwithstanding said expiration or termination.

SGI-10012015

CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

Enterprise Quote for

City of Flagstaff - 6233003

Date	1/8/19
Account Manager	John Trapani
VSL Specialist	Aubrey Styles

Channel Price Sheet Month

3rd Annual Payment
Customer to make payment to CDW•G

Year 3 due by 11/1/19

Microsoft Part #	Description	Level	Quantity	Price	Extended
DDJ-00001	PwrBIProGCC ShrdSvr ALNG SubsVL MVL PerUsr	D	2	$ 85.81	$ 171.62
7MS-00001	ProjOnlnProfGCC ShrdSvr ALNG SubsVL MVL PerUsr	D	2	$ 253.59	$ 507.18
P3U-00001	VisioOnlnP2GCC ShrdSvr ALNG SubsVL MVL PerUsr	D	1	$ 129.49	$ 129.49
P3U-00001	VisioOnlnP2GCC ShrdSvr ALNG SubsVL MVL PerUsr	D	1	$ 129.49	$ 129.49
7MS-00001	ProjOnlnProfGCC ShrdSvr ALNG SubsVL MVL PerUsr	D	1	$ 253.59	$ 253.59
7MS-00001	ProjOnlnProfGCC ShrdSvr ALNG SubsVL MVL PerUsr	D	1	$ 253.59	$ 253.59
T2N-00001	O365GCCE5 ShrdSvr ALNG SubsVL MVL PerUsr	D	10	$ 345.38	$ 3,453.80
6E7-00001	AADPP2GCCold ShrdSvr ALNG SubsVL MVL PerUsr	D	2	$ 77.67	$ 155.34
6E7-00001	AADPP2GCCold ShrdSvr ALNG SubsVL MVL PerUsr	D	1	$ 77.67	$ 77.67
J5U-00001	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Cmmt	D	1	$ 1,196.73	$ 1,196.73
P3U-00001	VisioOnlnP2GCC ShrdSvr ALNG SubsVL MVL PerUsr	D	5	$ 129.49	$ 647.45
9GS-00135	CISSteDCCore ALNG SA MVL 2Lic CoreLic	D	10	$ 163.71	$ 1,637.10
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	D	10	$ 577.42	$ 5,774.20
7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	D	10	$ 1,347.32	$ 13,473.20
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	D	40	$ 123.98	$ 4,959.20
AAA-12428	ECALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr	D	525	$ 34.11	$ 17,907.75
AAA-11894	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	D	525	$ 191.48	$ 100,527.00
KV3-00353	WINENTperDVC ALNG SA MVL Pltfrm	D	562	$ 36.68	$ 20,614.16
AAA-11894	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	D	50	$ 197.34	$ 9,867.00
AAA-11894	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	D	50	$ 197.34	$ 9,867.00

Year 3 Total $ 191,602.56

Notes

1. Arizona NVP Software Contract: ADSPO17-149774
No Tax Referenced

8. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	CJ Perry, Information Technology Director
Date:	06/12/2019
Meeting Date:	06/18/2019

TITLE:

Consideration and Approval of Contract: Purchase of Materials and/or Services with Northern Arizona University for Fiber Services

STAFF RECOMMENDED ACTION:

1. Approve a contract with Northern Arizona University (NAU) in an amount not to exceed the FY2020 budget of $90,000 to connect fiber optic cable between City of Flagstaff and Northern Arizona University.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Northern Arizona is our current Internet Service Provider and community partner. The City of Flagstaff currently utilizes a Suddenlink point to point fiber connection to NAU at a cost of $9,600 annually. This connection caps our Internet speed at 100MB. This would allow us to own the fiber from the City of Flagstaff to NAU. It would also allow us to collaborate on low-cost Internet circuits at higher speeds than 100MB. Finally, it would also allow us the opportunity to offer fiber connectivity to other government partners in the community, should they desire.

Financial Impact:

A one-time cost not to exceed $90,000 on a reimbursement basis for actual expenditures. This amount is budgeted in FY 2020 in account number 002-01-014-0044-1-4407.

Policy Impact:

None

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

Council Goals

- Economic Development: Grow and strengthen a more equitable and resilient local economy: Promote internet connectivity throughout the community.

Strategic Plan

- Provide Exceptional Service: Provide employees tools, training and support.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

1. Approve the contract with Northern Arizona University not to exceed $90,000 for a fiber optic connection between the City of Flagstaff network and the Northern Arizona University network.
2. Continue to pay $9,600 annually for a 100MB point to point connection to Northern Arizona University.

Background/History:

The City of Flagstaff has collaborated with Northern Arizona University for over 10 years for Internet service. Northern Arizona University has consistently provided higher speeds at lower costs as it has negotiated wholesale circuits to Phoenix. Currently, our Internet speed is capped by our point to point fiber connection over Suddenlink with an ongoing cost of $9,600.

Key Considerations:

City IT staff have met with Northern Arizona University to collaborate on extending our existing fiber on Butler Avenue to Northern Arizona University's campus. Northern Arizona University will follow its procurement rules to obtain bids for the construction of the fiber pathways and termination of the fiber optic cables. The City of Flagstaff will pay for 50% of the costs in an amount not to exceed $90,000 on a reimbursement basis for actual expenditures. The City will own and be responsible for all maintenance of the fiber optic cable from a vault in the alleyway between Butler Ave and DuPont Dr next to Building #57 as indicated on the proposed pathway. Northern Arizona University will own and be responsible for all maintenance of the fiber optic cable from that same vault to its Building #88.

Expanded Financial Considerations:

Should the City of Flagstaff decide to lease our fiber capacity to educational or government partners, it could provide a long-term revenue stream to the City.

Community Benefits and Considerations:

This fiber optic cable would allow us to extend connectivity between the educational agencies in Flagstaff as well as any other government partners that want to collaborate on Internet pricing.

Community Involvement:

None

Attachments: Contract with NAU for Fiber

CONTRACT FOR PURCHASE OF MATERIALS/SERVICES
Contract No. 2019-126

This Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Northern Arizona University, a State of Arizona entity ("Contractor").

WHEREAS, the City of Flagstaff desires to receive, and Contractor is able to provide materials and/or services; and

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

1. Scope of Work: Contractor shall provide the materials and/or services generally described as follows:

COMMUNICATIONS NETWORK CONNECTION

and as more specifically described in the scope of work attached hereto as *Exhibit A.*

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor an amount not to exceed $90,000 on a reimbursement basis whereby actual expenditure documentation will be provided to the City by the Contractor before payment is remitted. Any price adjustment must be approved by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) may approve an adjustment if the annual Contract price is less than $50,000; otherwise City Council approval is required.

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit B*, are hereby incorporated into this Contract by reference and shall apply to performance of this Contract, except to the extent modified in *Exhibit A.*

4. Insurance: Contractor shall meet insurance requirements of the City, set forth in *Exhibit C.*

5. Contract Term: The Contract term is for a period of 12 months unless terminated pursuant to the Standard Terms and Conditions. This Contract will be effective as of the date signed by both parties. Performance shall commence within ten (10) days from City's issuance of the Notice to Proceed and shall be completed on or before December 31, 2019 consistent with the schedule of services.

6. Renewal: This Contract may be renewed or extended for up to two (2) additional three (3) month terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

7. Notice. Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

CJ Perry, IT Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
CPerry @flagstaffaz.gov
Phone: 928.213.2821

To Contractor:

Paul Trujillo, Telecommunications Engineer Sr.
Northern Arizona University Information
Technology Services

Flagstaff, AZ 86001
Paul.Trujillo@nau.edu

Phone: 928.523.2905

With a copy to:

With a copy to:

Matthew Luhman, MBA, CPA, CPP
Senior Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
mluhman@flagstaffaz.gov
Phone: 928.213.2278

8. Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

_____

Print name: _____

Title: _____

Date: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Date: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

EXHIBIT A
SCOPE OF WORK

Northern Arizona University will procure bids for any contractor work in accordance with its public procurement rules.

Work includes installation of (1) continuous length of 24 strand OSP rated SM OS2 fiber optic cable through corrugated inner-duct inside the tunnels and Maxcell inner-duct through (1) of the newly installed underground conduits connecting the NAU tunnel system under building 88 (Wettaw) to the North/ West street corner of Butler Str. and Beaver Str. In building 24, the installed fiber will terminate with fusion splice connectors in a provided LIU located in the N. Node building 24. The other end will be fusion spliced onto an existing CoF SM fiber optic cable and placed into the provided splice case/ accessories. Verify with NAU and CoF which strands to terminate on. 12 strands will be spliced onto the existing CoF SM fiber. Strands connecting to the CoF fiber will be fusion spliced in a splice case in an underground box on the North West corner of Beaver and Butler onto the existing CoF fiber optic cable. Remaining strands of fiber from the existing CoF cable will be re-spliced back to its original inline configuration.

Testing is required once installation is complete for verification that all strands/ connectors are properly fusion spliced and distance tested to the City for Bldg. 24 shall exceed the length installed by 50' minimum. 20' service loops with labels at all end points/ manhole and at the tunnel entrance under Wettaw and labeled at every corner and in the middle of any spans greater than 100'.

The City will own and be responsible for all maintenance of the fiber optic cable from the vault in the alleyway between Butler Ave and DuPont Dr next to Building #57 as indicated on the proposed pathway (see map below) once the project is complete.

NAU will request City inspection before final acceptance.

Final acceptance by the City does not waive any defects in the work.

NAU will require the City to be named as a third-party beneficiary and additional insured in any NAU contract for the work, and for purposes of any warranties.

NAU will be required to go through the City's regular permitting process for any work in City ROW.

NAU will follow the City's adopted Engineering Standards for work in City ROW or other comparable standards approved in advance by the City Engineer.

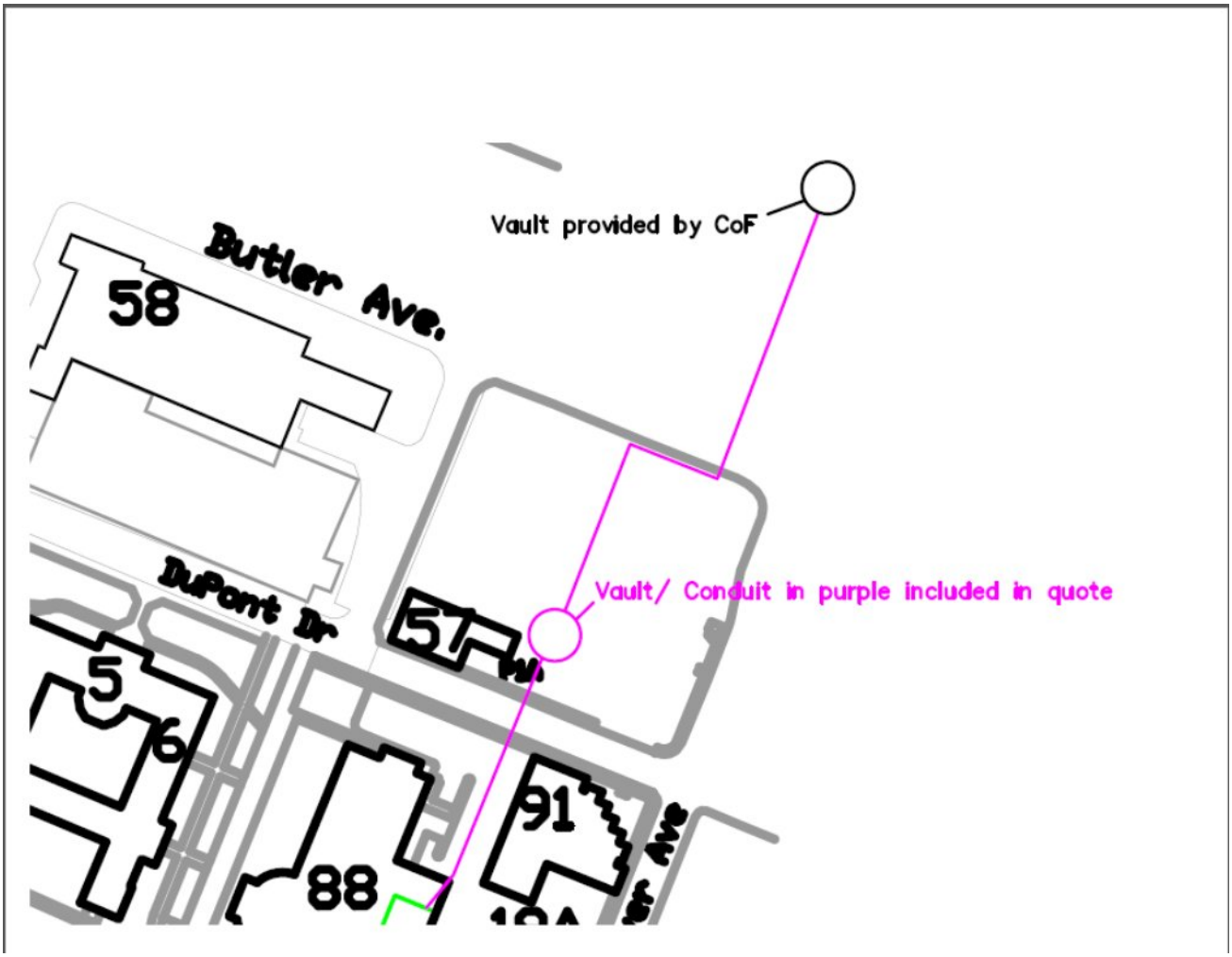

Vault provided by CoF
Butler Ave.
58
DuPont Dr
57
Vault/ Conduit in purple included in quote
5
6
88
91

EXHIBIT B
STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.

2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.

3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.

4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials, and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.

10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall

constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.

14. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

15. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

16. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

19. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

    Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

20. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

21. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.

22. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.

23. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

24. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

25. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

26. **CONTROL:** Contractor shall be responsible for the control of the work.

27. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

28. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

29. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.

30. **ACCEPTANCE:** If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

31. **WARRANTY:** Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

32. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

33. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

34. **PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

35. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

36. GENERAL INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.

37. INSURANCE: Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

39. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

40. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the parties.

41. AMENDMENTS: This Contract may be amended by written agreement of the parties.

42. SEVERABILITY: If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

43. NO WAIVER: Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

44. ASSIGNMENT: This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the

Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

45. BINDING EFFECT: This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

46. SUBCONTRACTING: Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

47. NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.

48. DRUG FREE WORKPLACE: The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.

49. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

50. TERMINATION FOR DEFAULT: Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

51. CITY REMEDIES: In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

52. CONTRACTOR REMEDIES: In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.

53. SPECIAL DAMAGES: In the event of default, neither party shall be liable for incidental, special, or consequential damages.

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. PAYMENT UPON TERMINATION: Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. CANCELLATION FOR GRATUITIES: The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511): The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

61. NOTICES: All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight

courier, with receipt deemed effective two (2) days after being sent Notice may be sent by email as a secondary form of notice.

62. THIRD PARTY BENEFICIARIES: This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

63. GOVERNING LAW: This Contract shall be construed in accordance with the laws of Arizona.

64. FORUM: In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

65. ATTORNEYS FEES: If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys fees, costs, professional fees and expenses.

EXHIBIT C
INSURANCE

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.

2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.

3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

   Contractor shall provide coverage at least as broad and with limits not less than those stated below.

   a. Commercial General Liability - Occurrence Form

General Aggregate	$2,000,000
Products/Completed Operations	$1,000,000
Each Occurrence	$1,000,000

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability –
   Any Automobile or Owned, Hired
   and Non-owned Vehicles
   Combined Single Limit Per Accident
   for Bodily Injury & Property Damage $1,000,000

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$500,000
Disease - Each Employee	$500,000
Disease - Policy Limit	$500,000

   [OPTION: e. Professional Liability $2,000,000]

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. Contractor shall be solely responsible for any self-insured retention amounts. City at its option may require Contractor to secure payment of such self insured retention by a surety bond or irrevocable and unconditional letter of credit.

5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:

a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.

b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.

c. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.

d. Each Insured. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Contractor for the City.

6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:

   Attention: Matthew Luhman, MBA, CPA, CPP
   Senior Procurement Specialist
   Contract No. 2019-126
   Purchasing Department
   City of Flagstaff,
   211 W. Aspen Avenue
   Flagstaff, Arizona 86001.

7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract number and project description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or

endorsements 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.

10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

EXHIBIT D
BOND(S)

[OPTION: If Contract calls for a labor and materials bond and/or performance bond, select this option and attach bonds]

8. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Rick Tadder, Management Services Director
Date:	06/12/2019
Meeting Date:	06/18/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-32: A resolution of the Flagstaff City Council adopting the City of Flagstaff Public Safety Personnel Retirement System Pension Funding Policy; delegating authority; and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-32 by title only
2) City Clerk reads Resolution No.2019-32 by title only (if approved above)
3) Adopt Resolution No. 2019-32

Executive Summary:

The Flagstaff City Council is required to adopt a pension funding policy for its funding of the Public Safety Personnel Retirement System ("PSPRS") on or before July 1, 2019, pursuant to a new law, Arizona Revised Statutes Section 38-863.01. The policy will also need to be posted on the City website and updated annually.

This staff summary has been updated since the release of the draft agenda. Staff has updated the policy due to updated calculations to the contributions. The policy has been redlined for the changes in the last paragraph of the policy. The last paragraph in the Background/History section as well as the table in the Expanded Financial Consideration have been updated to reflect the change. In addition, a presentation has been added to the staff summary.

Financial Impact:

Council will be adopting the Fiscal Year 2020 budget on June 18, 2019, which includes funding for the public safety pension plans as outlined in the pension funding policy. Details provided in the Expanded Financial Considerations section.

Policy Impact:

The intent of this policy is to clearly communicate the Council's pension funding objectives, its commitment to our employees and the sound financial management of the City, and to comply with Arizona Revised Statutes Section 38-863.01.

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

City Council Goals:
Personnel: Attract and retain quality staff: Evaluate ways to pay down unfunded pension liabilities in a quicker manner.

Regional Plan:
Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.

Has There Been Previous Council Decision on This:

On April 23-24, 2019 during the FY 2020 Budget Retreat staff presented on the pension funding policy.

Options and Alternatives:

- Adopt the Public Safety Personnel Retirement System Funding Policy as presented.
- Adopt the Public Safety Personnel Retirement System Funding Policy with amendments.

Background/History:

The City of Flagstaff has two separate pension plans for the City's public safety staff. While all the PSPRS plans are managed by the State, each plan within PSPRS stands alone by the City and employee group. The two plans for the City are the PSPRS-Fire and the PSPRS-Police. The City and its employees are responsible for the contributions and the City is solely responsible for liabilities of these plans.

The City's PSPRS plans currently are not fully funded to account for projected future liabilities. The financial health of each plan is updated annually in an actuarial report. The calculation of Unfunded Liability is calculated by taking the total Trust Asset and comparing that to the Accrued Pension Liability. If the Accrued Pension Liability is greater than the Trust Assets, it is called an Unfunded Liability. The most recent year that the plans were fully funded was June 30, 2002. The plans were $6.3M overfunded in 2002. In 2003 and 2004 the plans became underfunded by $206K and $5.5M respectively. As of June 30, 2019 (the most recent actuarial report) the plans are $107.7M underfunded.

The growth in the Unfunded Liability cannot be contributed to one single event or policy. There are many issues that impacted the pension funds since 2000. Most notably is related to investment losses and reduced earnings as a result of the 2000 stock market downturn and then again during the Great Recession in 2007-2009. Other contributing factors are related to pension plan design, legislative attempts to change pensions, the number of retired versus active members and actuarial assumptions changes. Actuarial assumption changes include items such as employee base, wage inflation, and investment returns. This list is not all inclusive of the factors that impacted the City's unfunded liability.

During the 2018 State legislative session, Arizona Revised Statute Section 38-863.01 was adopted, which requires all entities with a PSPRS plan to adopt a pension funding policy prior to July 1, 2019, and updated and adopted annually.

During the April 2019 Budget Retreat for the FY 2020, staff presented information about the PSPRS plans, a draft pension funding policy and several funding options for Council to consider for the purpose of reducing the unfunded liability of the plans.

At that time a majority of Council agreed to consider an increase in the Use Tax rate to dedicate a resource to pay additional contributions to the PSPRS plans. The proposal is to increase the Use Tax rate from 1% to 2.281% (to match the Transaction Privilege Tax base rate) as of July 1, 2019. The ordinance to consider a Use Tax rate increase is currently scheduled for the June 18, 2019, and July 2, 2019, Council meetings. The rate increase will provide approximately $900,000 in revenues annually.

In the actuarial reports for the periods ending June 30, 2016, 2017, and 2018, the City has maintained a 37% funding ratio for the combined plans. The funding ratio is based on the trust assets divided by the accrued pension liability. An 80% funded ratio is considered healthy. The U.S. Government Accountability Office states: “Most public pension plans report having sufficient assets to pay for retiree benefits over the next several decades. Many experts and officials to whom we spoke consider a funded ratio of 80% to be sufficient for public plans for a couple of reasons. First, it is unlikely that public employees will go out of business or cease operations as can happen with private sector employers, and state and local governments can spread the costs of unfunded liabilities over a period up to 30 years under current GASB standards.”

The pension funding policy outlines several measures the City is taking to improve funding ratios in our PSPRS plans, including:

- Make the City's annual contributions based on the higher of the amount in the City budget or actual required contribution calculations
- Make the City's annual estimated contribution based on the City budget at the beginning of each fiscal year to allow PSPRS to invest those contributions earlier for enhanced potential investment earnings
- Make City contributions for public safety employees participating in the Deferred Retirement Option Plan (DROP), even though the City is not required to do so
- In years when the minimum contribution rate decreases, maintain contributions at the prior year's amount plus projected wage growth.
- Continue to pay additional annual contributions to the Police plan based on the decision to extend the amortization period to 30 years
- Consider additional revenue sources from an increased Use Tax rate

Based on these pension funding policy decisions by the Council, the City PSPRS plans are expected to achieve a goal of 100% funding by June 30, ~~2039~~ 2036. The change in the funding ratios is outlined below.

- PSPRS-Fire
  - 80% funded ratio in FY ~~2032~~ 2031 versus FY 2034
  - 100% funded ratio in FY ~~2036~~ 2035 versus FY ~~2037~~ 2036
- PSPRS-Police
  - 80% funded ratio in FY ~~2034~~ 2031 versus FY 2044
  - 100% funded ratio in FY ~~2039~~ 2036 versus FY 2047

Expanded Financial Considerations:

The FY 2020 budget includes the following pension contributions:

Plan	Annual Required Contribution	Additional Contributions	Total Contributions
PSPRS-Fire	~~$ 5,826,648~~ $ 5,476,648	~~$ 521,000~~ $ 871,000	$ 6,347,648
PSPRS-Police	~~$ 4,092,554~~ $ 3,817,554	~~$ 1,233,000~~ $ 1,508,000	$ 5,325,554
Total	~~$ 9,919,202~~ $ 9,294,202	~~$ 1,754,000~~ $ 2,379,000	$ 11,673,202

Community Involvement:

Inform: The pension funding policy will inform our community of the policy decisions made by the Council to address the PSPRS unfunded pension liability.
Involve: The community was invited to the annual retreat and is able to provide comments.

Attachments: Res. 2019-32
Pension Funding Policy
Presentation

RESOLUTION NO. 2019-32

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ADOPTING THE CITY OF FLAGSTAFF PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM PENSION FUNDING POLICY; DELEGATING AUTHORITY; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, beginning on or before July 1, 2019, pursuant to A.R.S. § 38-863.01 the City of Flagstaff shall annually adopt a pension funding policy for its Public Safety Personnel Retirement System ("PSPRS") plans;

WHEREAS, the City desires to adopt a pension funding policy for the Flagstaff Fire Department and the Flagstaff Police Department pension plans ("PSPRS plans");

WHEREAS, the State of Arizona is responsible for investment and management of the PSPRS plans, and administration of pension benefits;

ENACTMENTS:

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

SECTION 1. In General.

The City of Flagstaff hereby adopts the City of Flagstaff Public Safety Personnel Retirement System Pension Funding Policy, attached hereto ("Pension Funding Policy").

SECTION 2. Delegation of Authority.

The City Manager, Management Services Director, Finance Director are delegated authority to implement the Pension Policy, to make recommendations for any adjustments and to report on progress in reducing unfunded liability of the PSPRS plans as deemed necessary and appropriate.

The City Clerk is hereby directed to post a copy of the Pension Funding Policy on the City of Flagstaff website pursuant to A.R.S. § 38-863.01.B, and to provide a copy of the Pension Funding Policy to the Police Chief, Fire Chief, and to the local board for each of the PSPRS plans.

SECTION 3. Effective Date.

This resolution shall be effective July 1, 2019.

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

Attachment: Pension Funding Policy

S:\Legal\Civil Matters\2019\2019-140 Pension Policy\Resolution 2019-32 pension policy 6-4-19.docx

City of Flagstaff
Public Safety Personnel Retirement System
Pension Funding Policy

Section 1: Introduction

The intent of this policy is to clearly communicate the Council's pension funding objectives and its commitment to our employees and the sound financial management of the City and to comply with Arizona Revised Statute Title 38-863.01. The City of Flagstaff maintains two Public Safety Personnel Retirement Systems (PRPRS), one for police employees and one for fire employees. The PSPRS trust funds represent only the City of Flagstaff's liability. This policy will demonstrate how the city will maintain stability for the contributions to the systems, explain how and when funding requirements for the system will be met, and define the funded ratio targets and timelines for reaching the ratio for the systems.

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

Intergenerational equity – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The City's police and fire employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

Section 2: Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to comingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and

invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The City of Flagstaff has two trust funds, one for police employees and one for fire employees.

Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2018 actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Flagstaff Police	$ 30,522,417	$ 79,472,686	$ 48,950,269	38.4%
Flagstaff Fire	$ 31,950,208	$ 90,720,113	$ 58,769,905	35.2%
City of Flagstaff Totals	$ 62,472,625	$ 170,192,799	$ 107,720,174	36.7%

Section 3: PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity.

At a minimum, the Council will maintain minimum Annual Required Contribution (ARC) for PSPRS for both Flagstaff Police and Flagstaff Fire. Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from ongoing operating revenues. The estimated ARC for FY20 and fully funded goal:

- PSPRS-Police = $3,332,238, June 30, 2047
- PSPRS-Fire = $4,998,955, June 30, 2036

Council will take additional fiscal measures to reduce the UAAL:

- The City will make an annual payment for the City's share of PSRPS contributions in July of each fiscal year. They payment will be based on the Adopted Budget for the City for both plans. During the fiscal year, if the ARC exceeds the prepayment amount, the City will pay additional ARC as required. If at June 30 the prepayment exceeds the actual minimum ARC, the City will leave the overpayment with the pension plan, thus providing excess contributions.
- For public safety employees which are in the Deferred Retirement Option Plan (DROP), the City will budget for and pay the City's share of pension contributions. While the City is not required to make these contributions, this would be a contribution in excess of the ARC.

- In a year with the minimum contribution rate is calculated to be lower than prior year, the City will maintain contributions rates at least equal to the prior year's contribution rate. This would be a contribution in excess of the ARC.

Council will consider additional payment above the ARC to lower the UAAL:

- For FY 2019, Council adopted a maximum amortization period for the PSPRS-Police plan. While this reduced our ARC by $975,000, the City continued to pay $630,000 in excess contributions for FY 2019. For years forward we will maintain providing the excess contribution annually above the ARC.

Council will consider additional revenue sources to assist in paying down the UAAL:

- The Council provided direction to increase the Use Tax rate from 1% currently to 2.281% effective July 1, 2019. This rate will align the Use Tax rate with the Retail Tax rate for the City. The amount collected above the 1% will be used to provide excess contributions to the police and fire pension plans. FY 20 is estimated to provide $900,000 toward the UAAL.

Based on these pension funding policy decisions by the Council, the City PSPRS plans are expected to a achieve a goal of 100% funding by June 30, ~~2039~~ 2036. The change in the funding ratios are outlined below.

- PSPRS-Fire
  - 80% funded ratio in FY ~~2032~~ 2031 versus FY 2034
  - 100% funded ratio in FY ~~2036~~ 2035 versus FY ~~2037~~ 2036
- PSPRS-Police
  - 80% funded ratio in FY ~~2034~~ 2031 versus FY 2044
  - 100% funded ratio in FY ~~2039~~ 2036 versus FY 2047

Public Safety Pension Funding Policy

June 18, 2019

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

PSPRS Pension Funding Policy

Section 1: Introduction

- Purpose
  - To comply with Arizona Revised Statute Title 38-863.01
- Key Terms
  - Unfunded Actuarial Accrued Liability (UAAL)
  - Annual Required Contribution (ARC)
  - Funded Ratio

PSPRS Pension Funding Policy

Section 2: Public Safety Personnel Retirement System

- Plan information
  - Multi-employer pension plan, managed by PSPRS
  - City of Flagstaff has two trust funds, one for police and one for fire employees
- Current status and funding ratios

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Flagstaff Police	$ 30,522,417	$ 79,472,686	$ 48,950,269	38.4%
Flagstaff Fire	$ 31,950,208	$ 90,720,113	$ 58,769,905	35.2%
City of Flagstaff Totals	$ 62,472,625	$ 170,192,799	$ 107,720,174	36.7%

PSPRS Pension Funding Policy

Section 3: PSPRS Funding Goal

- Base Actuarial Plan
  - Committed to using ongoing resources to fund our annual contributions
  - At a minimum Annual Required Contribution Rate:
    - PSPRS – Police would be 100% funded by June 30, 2047 (28 years)
    - PSPRS – Fire would be 100% funded by June 30, 2036 (17 years)

PSPRS Pension Funding Policy

Section 3: PSPRS Funding Goal

- Additional fiscal measures - $849,000
  - Make annual payments in July each year based on Budget
  - Provide contribution for Deferred Retirement Option Plan (DROP)
  - Maintain higher rate of contributions when rates go down
- Additional payments - $630,000
  - Make additional contributions to the PSPRS-Police plan due to the change in amortization period in FY 2018

PSPRS Pension Funding Policy

Section 3: PSPRS Funding Goal

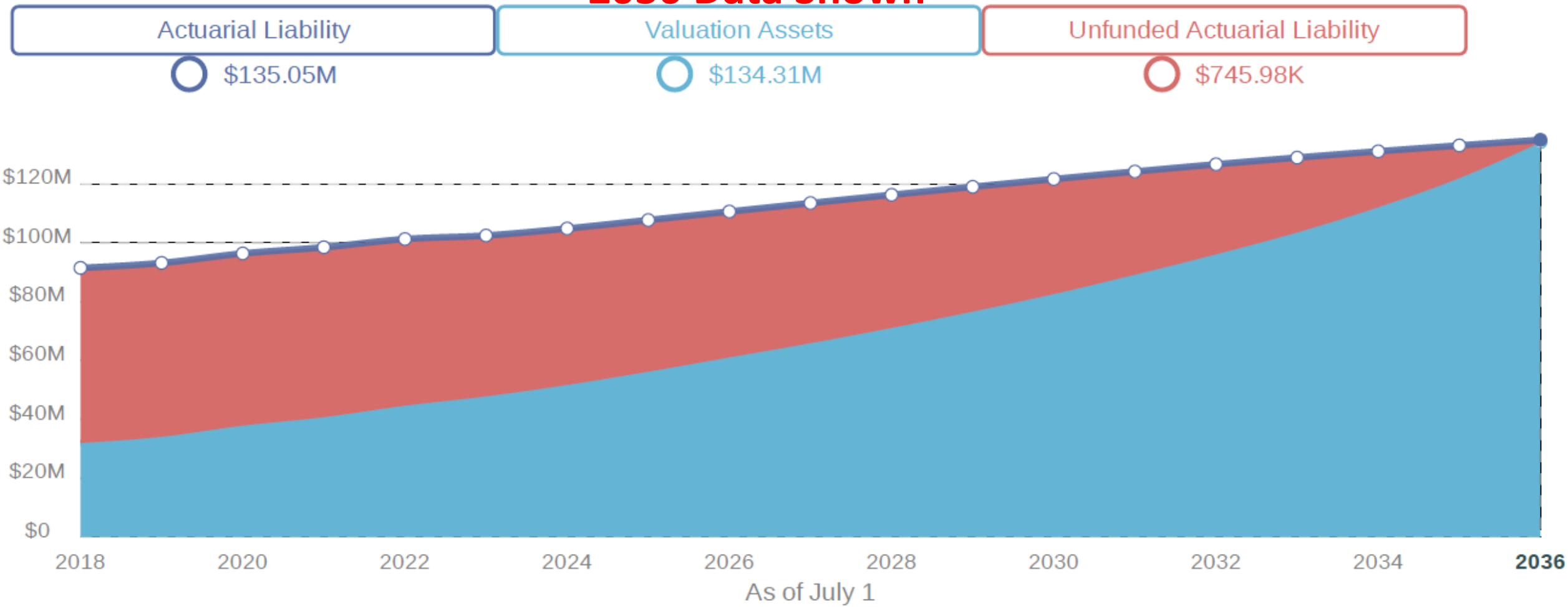
- Additional revenue resources - $900,000
  - Increase Use Tax rate and use resources to make additional contributions
- Change in funding ratio
  - PSPRS-Fire
    - 80% funded ratio in FY ~~2032~~ 2031 versus FY 2034
    - 100% funded ratio in FY ~~2036~~ 2035 versus FY ~~2037~~ 2036
  - PSPRS-Police
    - 80% funded ratio in FY ~~2034~~ 2031 versus FY 2044
    - 100% funded ratio in FY ~~2039~~ 2036 versus FY 2047

Flagstaff Fire (PSPRS)

Base Plan – No Additional Contributions

Unfunded Actuarial Liability

2036 Data Shown

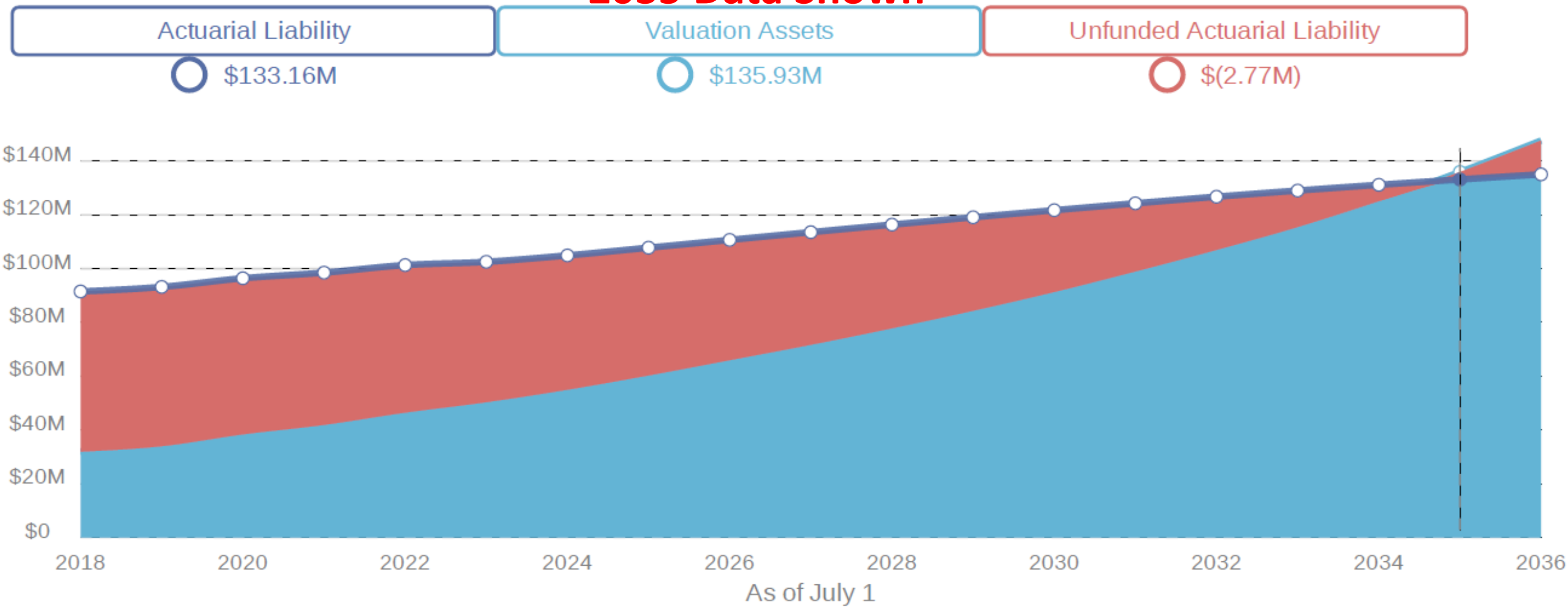


Flagstaff Fire (PSPRS)

$871,000 Additional Annual Contributions

Unfunded Actuarial Liability

2035 Data Shown

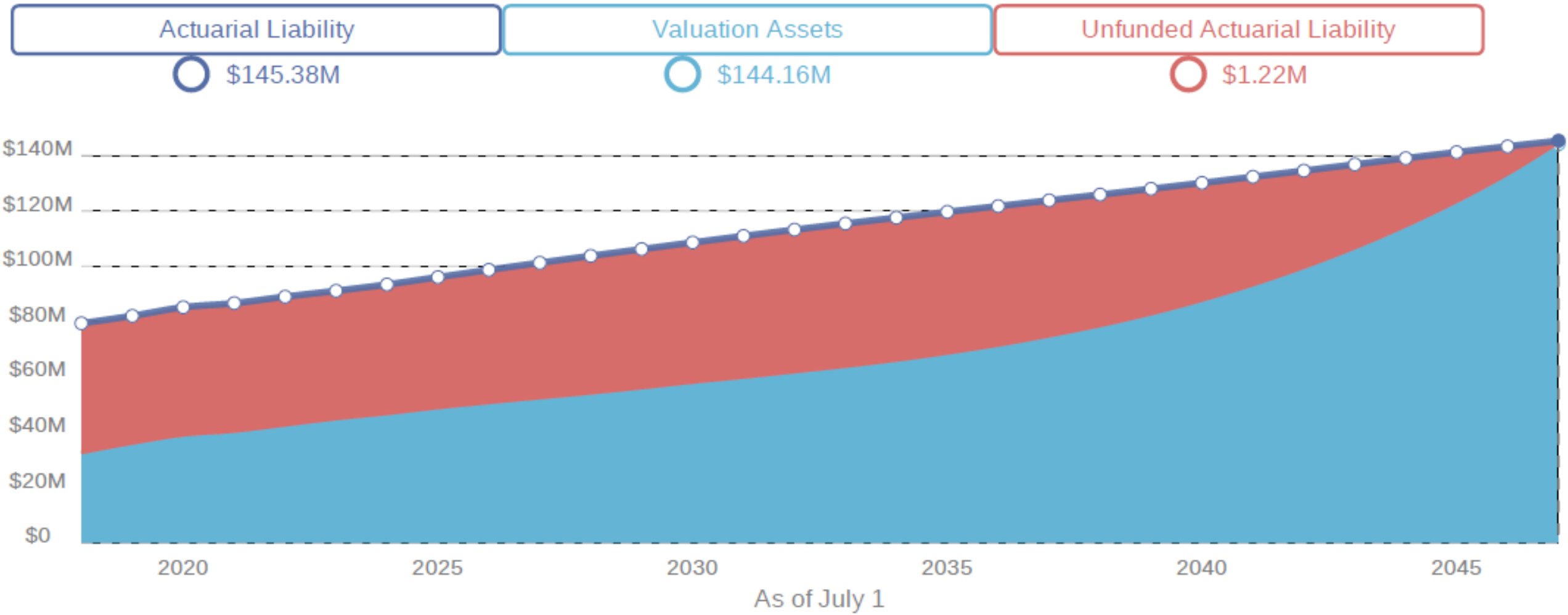


Flagstaff Police (PSPRS)

Base Plan – No Additional Contributions

Unfunded Actuarial Liability

2047 Data Shown

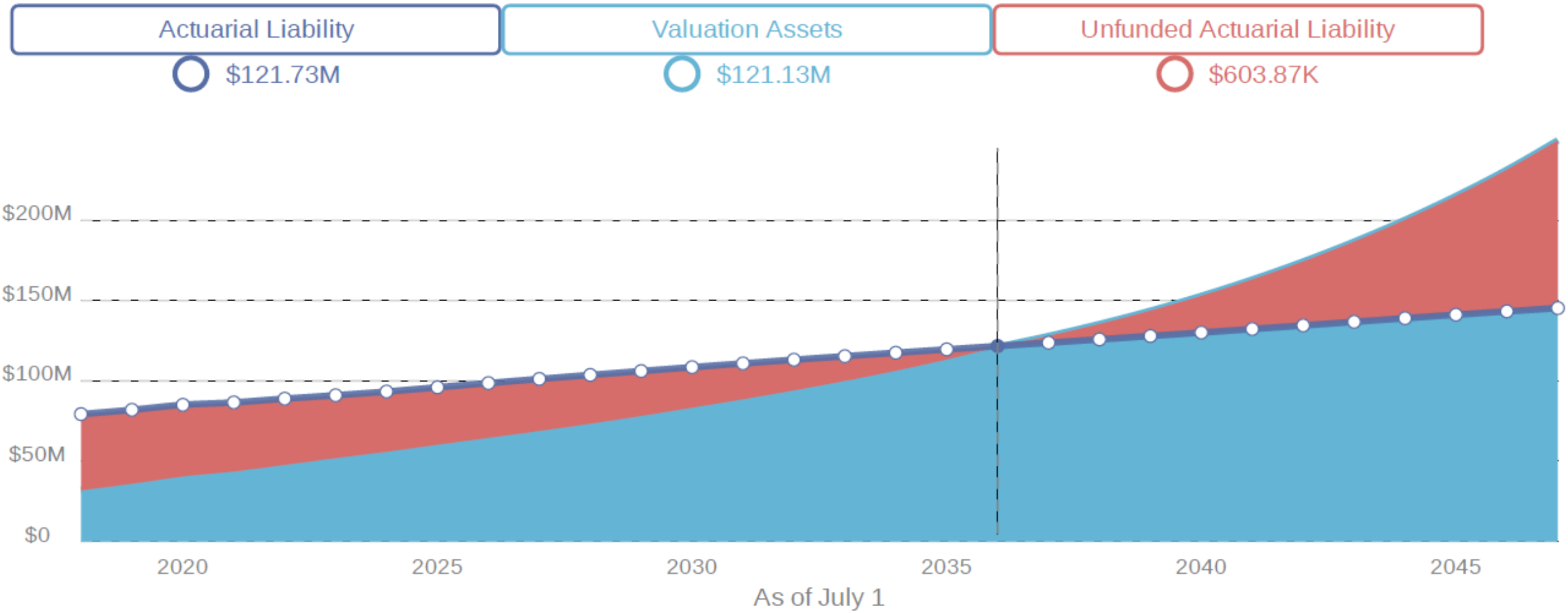


Flagstaff Police (PSPRS)

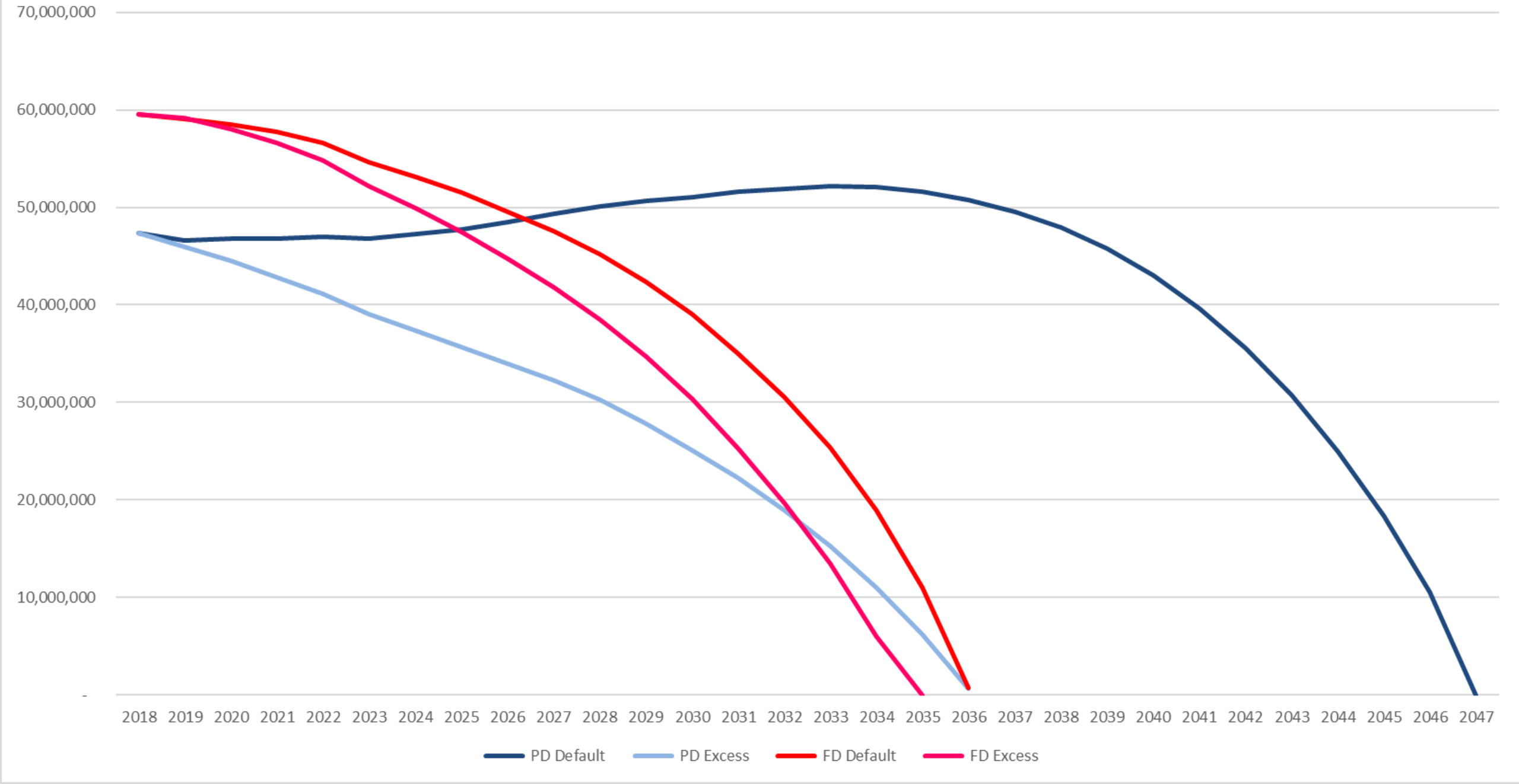
$1,508,000 Additional Annual Contributions

Unfunded Actuarial Liability

2036 Data Shown



Unfunded Actuarial Accrued Liability (UAAL)



PSPRS Pension Funding Policy

Path Forward

- The FY 2020 Budget includes the funding options outlined in the pension funding policy
- Annually Council will review and adopt the pension funding policy as part of the budget process

Questions?

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Charity Lee, Real Estate Manager
Date:	06/12/2019
Meeting Date:	06/18/2019

TITLE:

Consideration and Adoption of Ordinance No. 2019-18: A(n) ordinance of the Flagstaff City Council authorizing the acquisition of approximately 1.931 acres of real property at 3900 E. Industrial Drive for public right-of-way and approving real estate purchase and sale contracts; providing for severability, the delegation of authority, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the June 18, 2019 Council Meeting:

1) Read Ordinance No. 2019-18 by title only for the first time
2) City Clerk reads Ordinance No. 2019-18 by title only (if approved above)

At the July 2, 2019 Council Meeting:

3) Read Ordinance No. 2019-18 by title only for the final time
4) City Clerk reads Ordinance No. 2019-18 by title only (if approved above)
5) Adopt Ordinance No. 2019-18

Executive Summary:

The three-phased Industrial Drive Improvement Project has a general scope to upgrade sewer and water systems, construct new roadway pavement and the associated edge improvements. Phase III will complete the connection of Industrial Drive from Huntington Drive to Eagle Mountain Drive with construction targeted for calendar 2020.

Currently, Industrial Drive from Huntington Drive to Eagle Mountain Drive is partially on an easement granted to the county for ingress/egress (approximately 18,900 square feet). The balance of the unimproved road is on private property owned by the Block-Lite Company. The City needs to acquire approximately 84,114 square feet or 1.931 acres for right-of-way. The City will also acquire a temporary construction easement of 13,922 square feet at no cost to the City.

Financial Impact:

Right-of-way acquisition 1.931 acres valued at $322,560 per appraisal.
Minor Improvements and Minor Costs to Cure valued at $210,515 per appraisal.
A summary of the appraisal and explanation of the costs to cure is attached. The costs to cure are high because the City needs to pay $180,615 for the replacement of five (5) concrete material bins that are being displaced by the acquisition.

Total acquisition cost= $533,075 plus closing costs.

Account number 040-05-112-3056-6-4432

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:

No

Options and Alternatives:

- Approve the property acquisition for the connectivity of Industrial Drive as City right-of-way.
- Don't approve the property acquisition and a portion of Industrial Drive will remain private property and the road and drainage issues will not be improved or corrected.

Background/History:

Currently, a portion of Industrial Road crosses private property at 3900 E. Industrial Drive. The road is an unimproved, chip seal road that does not meet the City's Engineering Standards for its classification as a minor arterial, truck route. Additionally, there are issues with flooding in this area. This property acquisition will provide connectivity for the City right-of-way along Industrial Drive and will allow City staff to solicit construction bids and move forward with construction of this missing segment of Industrial Drive. The improvements will take this segment of Industrial Drive off private property and put the roadway, underground utilities, hydrants, streetlights and edge improvements within a City-owned right-of-way. Additionally, the Fanning wash drainage improvement component will replace the existing high maintenance, low water crossing and will conduct the 100-year storm frequency beneath the new roadway and into an existing drainage draw. Upon completion of construction, a Letter of Map Revision (LOMR) will be submitted to FEMA requesting an update to the Flood Insurance Rate Map (FIRM).

Key Considerations:

1. Provide connectivity by acquiring a private road on Industrial Drive and including it into the City's right-of-way.
2. Improve the road to the City's Engineering Standards.
3. Correct drainage issues.

Expanded Financial Considerations:

The estimated cost to construct the roadway and improve the drainage is $1,665,000.

Community Benefits and Considerations:

Improved roadway and drainage on Industrial Drive.

Community Involvement:

Inform

Attachments:

Ord. 2019-18
Purchase and Sale Contract
Exhibit A
Exhibit B TCE form
Exhibit B
Exhibit C
Overview Map
Appraisal Summary
Presentation

ORDINANCE NO. 2019-18

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF APPROXIMATELY 1.931 ACRES OF REAL PROPERTY AT 3900 E. INDUSTRIAL DRIVE FOR PUBLIC RIGHT-OF-WAY AND APPROVING REAL ESTATE PURCHASE AND SALE CONTRACTS; PROVIDING FOR SEVERABILITY, DELEGATION OF AUTHORITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the three-phased Industrial Drive Improvement Project has a general scope to upgrade sewer and water system, construct new roadway pavement and the associated edge improvements; and

WHEREAS, Phase I and Phase II were completed in 2010 and 2015; and

WHEREAS, this property acquisition will complete the final phase of the project and will provide connectivity for the City right-of-way along Industrial Drive; and

WHEREAS, the City and property owners have reached agreements as to purchase such real property; and

WHEREAS, Article VII, Section 5 of the Flagstaff City Charter provides that the City acquire real property by ordinance.

ENACTMENTS:

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

SECTION 1. In General.

The Real Estate Purchase and Sale Contracts attached hereto are hereby approved, and the City of Flagstaff shall acquire the real property legally described therein.

SECTION 2. Delegation of Authority.

The Mayor, City Manager, City Attorney, City Clerk, Finance Director, Real Estate Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to acquire the real property described in said Real Estate Purchase and Sale Contracts and to carry out the purpose and intent of this ordinance.

SECTION 3. Severability.

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

SECTION 4. Effective Date.

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

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of July, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Attachments:
- Purchase and Sale Contracts
- Exhibits legally describing real property to be acquired

`REAL ESTATE PURCHASE AND SALE CONTRACT
Industrial Drive
Project No. ST3056A

The City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona ("Buyer" or "City") and Block-lite Company, Inc. an Arizona corporation ("Seller") hereby enter into this Real Estate Purchase and Sale Contract ("Contract").

1. Property. The City agrees to purchase, and Seller offers to sell, approximately 1.931 acres of real Property, located at 3900 E. Industrial Drive, Flagstaff, AZ. 86001, Assessor parcel number 113-26-003H, legally described and depicted in Exhibit A attached hereto.
("the Property").

2. Contingencies of Sale. This sale is contingent on the Council of the City of Flagstaff passing and adopting an ordinance authorizing the purchase. The Contract shall be executed by the Mayor thirty days (30) after the ordinance has been passed and adopted.

3. Temporary Construction Easement. The Seller also agrees to grant a Temporary Construction Easement ("TCE") to the City, under, over and across the Property, Assessor parcel number 113-26-003H, attached hereto as Exhibit B during the duration of the construction of the project, at no additional cost to the City.

4. Drainage Easement. A perpetual easement and right-of-way for Drainage and Underground Utilities was granted to the City of Flagstaff, an Arizona municipal corporation on April 21st, 1969, and recorded in Docket 329 Page 58, April 22nd, 1969. The actual physical alignment of the easement is different than the recorded legal description, the City shall record an Affidavit of Correction with a corrected legal description attached hereto as Exhibit C, at no additional cost to the City.

5. Purchase Price for Property. The City agrees to pay Seller five hundred thirty three thousand and seventy five dollars **($533,075)**.

6. Conveyance of Property. Seller shall convey the Property to the City by Special Warranty Deed.

7. Opening of Escrow; Closing. The City shall deposit the sum of one thousand dollars ($1,000.00) deposit with Pioneer Title Agency, Inc. of Flagstaff, Arizona (the "Escrow Agent") to be applied against the Purchase Price at the Close of Escrow.

   The Opening of Escrow shall be deemed to be the date on which the Deposit and a fully executed copy of this Contract are delivered to the Escrow Agent. The consummation of the transaction contemplated by this Contract ("Close of Escrow") shall occur on or before ninety (90) days after the Opening of Escrow. If Escrow Company or Recorder's office is closed on the scheduled closing date, Close of Escrow shall occur on the next day that both are open for business. Buyer, and Seller may accelerate the Closing Date upon mutual acceptance by both parties. The Closing shall occur at the offices of the Escrow Agent, or at such other place as Seller and Buyer may agree in writing. Closing shall be deemed to have occurred when (i) all closing documents contemplated by this Contract have been delivered to, received by, and executed by the appropriate parties, (ii) all conditions to such Closing contemplated by this Contract have been satisfied or waived, (iii) the funds required to be paid under this Contract have been properly delivered to Escrow Agent and are available for distribution to Seller by Escrow Agent, (iv) the deed required pursuant to Conveyance has been recorded.

8. Title. Within (5) days of Opening of Escrow, Escrow Agent shall deliver to the City and Seller a preliminary title report pertaining to the Property (the "Title Commitment"). On or before fifteen (15) days after receipt of the Title Commitment, the City shall notify Seller of any matters or exceptions shown on the Title Commitment, or on any documents identified in the Title Commitment as title exceptions, that are not acceptable to the City (the "Objections"). Any matters or title exceptions to which the City does not object within such time period shall be deemed to be acceptable matters. Mortgages, deeds of trust and other liens encumbering the Property shall be cleared at or before Closing by Seller. The Seller is responsible for property taxes outstanding or due, if any, at time of closing or prior to transfer of the Property. The Property the City is acquiring will be tax exempt as of close of escrow. If escrow closes on or before the taxes for the current year have been calculated by the governing body, the escrow officer is not responsible for proration. If escrow closes after the taxes have been calculated by the governing body for the current year then the taxes shall be paid in full by the Seller prior to closing.
(Note: On or before the third Monday in August of the tax year (2017), the governing body of each county, community college district, school district, and city or town shall fix, levy and assess the amount to be raised from primary and secondary property taxation. A.R.S. 42-17151(A)(1).)

9. Environmental Investigation. Seller hereby grants permission to the City to enter onto the Property to undertake inspections and investigations regarding the Property, which may include, but not be limited to, a physical inspection of the Property as well as any and all improvements, and as deemed reasonably necessary, a Phase I Environmental Assessment (scope to be determined by the City) at the City's expense. The City may choose and retain its inspectors without seeking approval of Seller. However, the City shall not undertake any invasive testing, such as drilling or trenching, without Seller's prior written consent, which consent shall not be unreasonably withheld. The City agrees to indemnify, defend and hold Seller harmless for, from, and against any personal injury and property damage claims arising out of City's exercise of the rights granted by this paragraph, this indemnity shall survive the Closing or the cancellation of this Agreement. Seller acknowledges that City's participation in the performance of any Environmental Investigation or additional inspection will not create any liability for the City as to any Environmental Condition that may exist on the Property unless such condition is exacerbated by City's actions. Environmental Condition shall mean the presence, release, or threatened release into the environment (which includes air, soil or water) of a Hazardous Material. Hazardous Material means and includes any petroleum product and any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material, as now or at any time hereafter in effect, and asbestos or any substance or compound containing asbestos, PCBs, or any other hazardous, toxic, or dangerous waste, substance, or material, or any hazardous or regulated material, waste, substance, toxin, chemical, or pollutant as those terms are defined by federal, state or local law, rule, regulation, or statute. The City shall have 30 days to conduct all investigations commencing upon Opening of Escrow.

10. No Warranties by Seller. The City agrees and acknowledges that no representations, statements or warranties have at any time been made by Seller, or any agent of Seller, as to the condition, quality, quantity, operation, state of' repair, or prospects of the Property, or any other matter concerning the Property, in any respect.

11. Brokerage. The City and Seller warrant to one another that they have not dealt with any broker in connection with the sale of the Property. If any person shall assert a claim to a finder's fee, brokerage commission or other compensation on account of employment or alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action

or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claim. This indemnity shall survive the close of escrow or the cancellation of the Contract.

12. Closing Costs.
    a. The City shall pay the premium for a standard ALTA owner's policy of title insurance with a limit of liability in the amount of the Purchase Price for the Property.

    b. Other costs incurred in the transfers of the Property shall be paid by the City.

13. Distribution of Proceeds upon Closing. The proceeds of the sale shall be distributed to Seller by the Escrow Agent. Seller is responsible for verifying accuracy of distribution of proceeds with the Escrow Agent and the City has no liability for any errors.

14. Cure Period. A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within five (5) business days after delivery of such notice (Cure Period), the failure to comply shall become a breach of Contract.

15. Attorneys' Fees and Costs. If any action is brought by either party in respect to its rights under this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court.

16. Seller Remedies. In the event of default by the City, Seller's sole remedy shall be to cancel this Contract and to retain the Deposit, together with all accrued interest, as liquidated damages. Seller and the City agree that it would be impractical or extremely difficult to fix actual damages in case of the City's default; that the amount of the Deposit paid by City is a reasonable estimate of the Seller's damages in case of City's default; that Seller shall retain said Deposit as its damages; and that, thereafter, neither party shall have any further obligations to the other under this Contract, except with respect to obligations which expressly survive the cancellation of this Contract.

17. Buyer Remedies. In the event of default by Seller, the City shall have all remedies available at law including but not limited to specific performance.

18. Time of the Essence. The parties hereto expressly agree that time is of the essence with respect to this Contract.

19. Notices. Any notice, which a party is required or may desire to give the other, shall be in writing and shall be sent either (a) by United States registered or certified mail, return receipt requested, postage prepaid, or (b) by a generally recognized overnight carrier providing proof' of delivery. Any such notice shall be addressed to a party at such party's address appearing next to such party's signature on last page of the main body of this Contract. Any notice so given shall be deemed to have been given as of the date of actual receipt. Notices shall be addressed to the parties as follows:

SELLER:
Block-Lite Company Inc.
P.O. Box 2728
Flagstaff, AZ. 86003

BUYER:
City of Flagstaff
Attn: City Manager

211 W. Aspen Avenue
Flagstaff, AZ 86001
FAX (928) 779-7656

20. Governing Law. The laws of the State of Arizona shall govern the validity, construction, enforcement and interpretation of this Contract.

21. Severability. In the event that any phrase, clause, sentence, paragraph, section or other portion of this Contract becomes illegal, null or void or against public policy for any reason, or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Contract will not be affected thereby and will remain in force and effect to the fullest extent permitted by law.

22. Entire Contract. This Contract embodies the entire Contract of the parties. Any amendments hereto shall be in writing and executed by the parties hereto. All exhibits attached hereto are a part of this Contract for all purposes.

23. Successors in Interest. This Contact shall bind and inure to the benefit of Seller, the City, and their heirs, executors, administrators, successors and permitted assigns.

24. Survival of Closing. Each of the covenants, conditions, agreements and representations contained in this Contract shall survive the closing hereunder and the recordation of the Special Warranty Deed.

IN WITNESS WHEREOF, Seller and Buyer have executed this Contract on the date set forth below.

SELLER:

By: _____

Date: _____

By: _____

Date: _____

BUYER:

City of Flagstaff,

an Arizona municipal corporation

By: _____

Mayor

Date: _____

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

Descriptive Title: ROW Acquisition

City File No. 03-09008

LEGAL DESCRIPTION
APN: 113-26-003H
Exhibit 'A'
#15152
5/9/19

A parcel of land lying within the west half of Section 7, Township 21 North, Range 8 East, of the Gila and Salt River Meridian, Coconino County, Arizona, previously described in Docket 610, Page 739, Official Records of Coconino County, described as follows:

Commencing at the center quarter corner of said Section 7, as shown on Inst. #3769760, Official Records of Coconino County (herein referred to as R1), from which the west quarter corner of said Section 7 bears South 89°52'10" West, 2676.82 feet (Basis of Bearing);

Thence along the east line of that parcel of land as shown on R1, North 16°50'54" West, 432.68 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said east line, North 16°50'54" West, 76.95 feet to the northeast corner of said parcel, said point being in common with the southerly Right-of-Way line of the Burlington Northern and Santa Fe railroad;

Thence along said southerly Right-of-Way line, South 57°07'48" West, 1081.20 feet to the northwest corner of said parcel;

Thence leaving said southerly Right-of-Way line, and along the westerly line of said parcel, South 57°57'06" East, 72.88 feet;

Thence leaving said westerly line, North 57°07'48" East, 313.89 feet;

Thence South 77°52'12" East, 7.07 feet;

Thence North 57°07'48" East, 93.08 feet to the beginning of a tangent curve concave to the southeast, having a radius of 735.25 feet;

Thence northeasterly along said curve, 152.16 feet through a central angle of 11°51'27" to the beginning of a tangent curve concave to the northwest, having a radius of 811.25 feet;

Thence northeasterly along said curve, 328.08 feet through a central angle of 23°10'16" to the beginning of a tangent curve concave to the southeast, having a radius of 735.25 feet;

Thence northeasterly along said curve, 141.12 feet through a central angle of 10°59'49" to the **TRUE POINT OF BEGINNING**;

Containing 1.931 Acres, more or less.

See Exhibit 'A-1' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

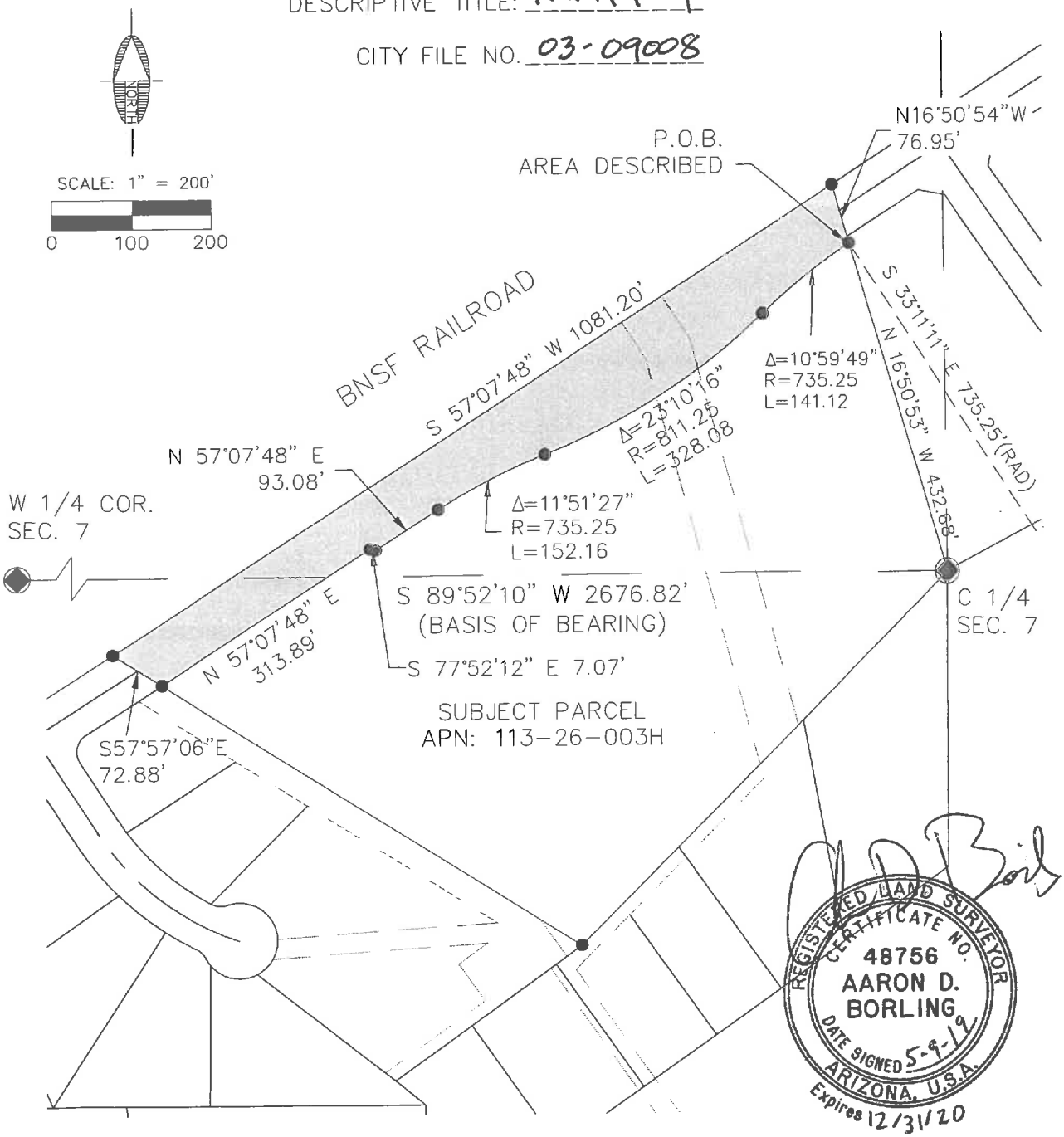
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
DATE SIGNED 5-9-19
ARIZONA, U.S.A.
Expires 12/31/20

EXHIBIT 'A-1' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

DESCRIPTIVE TITLE: ROW Acquisition

CITY FILE NO. 03-09008



SWI Shephard Wesnitzer, Inc. www.swiaz.com	110 West Dale Ave Flagstaff, Az 86001 928.773.0354 928.774.8934 fax	JOB NO: 15152 DATE: 5/9/19 SCALE: 1" = 200' DRAWN: ADB DESIGN: CHECKED: ADB	FLAGSTAFF, ARIZONA LEGAL EXHIBIT	SHEET 2 OF 2

TEMPORARY CONSTRUCTION EASEMENT
Project Name: Industrial Drive
Project No. ST3056A

For Valuable Consideration, the sufficiency and receipt of which are hereby acknowledged, ___BlOCK-LITE COMPANY, INC., an Arizona corporation _____, hereinafter "Grantor," does hereby grant to the CITY OF FLAGSTAFF, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona hereinafter "Grantee," its successors and assigns, an exclusive Temporary Construction Easement ("TCE") for use by Grantee, its agents and contractors, for construction purposes in connection with the construction of the Industrial Drive Improvement Project ("Project"), over and across a portion of Assessor parcel number 113-26-003H, situated in the City of Flagstaff, Coconino County, Arizona, described in Exhibit A, attached to and made a part hereof, together with the rights of ingress and egress.

Grantee shall be responsible for any accidents or damages occurring on or to said property during the term of this TCE caused by the negligent acts or conduct of Grantee, its employees or agents.

To the extent practicable, Grantee shall leave said property in the same condition as existing immediately prior to Grantee's entry.

This TCE shall expire and terminate thirty (30) days after the completion of the Project.

Dated this ____ day of _____, 2019.

GRANTORS

By: _____By: _____

Name:_____ Name:_____

Title: _____Title: _____

STATE OF ARIZONA)
)ss.
County of Coconino)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by_____.

_____
Notary Public

STATE OF ARIZONA)
)ss.
County of Coconino)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by_____.

_____
Notary Public

Descriptive Title: TEMP. CONST. EASEMENT

City File No. 03-09008

LEGAL DESCRIPTION
APN: 113-26-003H
Exhibit 'B'
#15152
5/9/19

A parcel of land lying within the west half of Section 7, Township 21 North, Range 8 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the center quarter corner of said Section 7, as shown on Inst. #3835871, Official Records of Coconino County (herein referred to as R1), from which the west quarter corner of said Section 7 bears South 89°52'10" West, 2676.82 feet (Basis of Bearing);

Thence along the east line of that parcel of land as shown on R1, North 16°50'54" West, 425.38 feet to the **TRUE POINT OF BEGINNING**;

Thence North 16°50'54" West, 7.30 feet to a point on the proposed southerly Right-of-Way line of Industrial Drive as shown on R1, and the beginning of a non-tangent curve concave to the southeast having a radius of 735.25 feet and being subtended by a chord which bears South 51°18'54" West, 140.90 feet;

Thence along said Right-of-Way line and southwesterly along said curve, 141.12 feet through a central angle of 10°59'48" to the beginning of a tangent curve concave to the northwest having a radius of 811.25 feet;

Thence continuing along said Right-of-Way line and southwesterly along said curve, 328.08 feet through a central angle of 23°10'16" to the beginning of a tangent curve concave to the southeast having a radius of 735.25 feet;

Thence continuing along said Right-of-Way line and southwesterly along said curve, 152.16 feet through a central angle of 11°51'27";

Thence continuing along said Right-of-Way line, South 57°07'48" West, 93.08 feet;

Thence continuing along said Right-of-Way line, North 77°52'12" West, 7.07 feet;

Thence continuing along said Right-of-Way line, South 57°07'48" West, 313.89 feet to a point on the westerly property line of said parcel;

Thence along said westerly property line, South 57°57'06" East, 13.25 feet;

Thence leaving said westerly property line, North 57°07'48" East, 406.36 feet to the beginning of a tangent curve concave to the southeast having a radius of 728.25 feet;

Thence northeasterly along said curve, 91.59 feet through a central angle of 7°12'20";

Thence South 24°25'03" East, 14.39 feet;

Thence South 48°46'19" East, 88.41 feet;

Thence North 42°31'09" East, 55.54 feet;

Thence North 47°24'38" West, 78.43 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 818.25 feet and being subtended by a chord which bears North 57°28'41" East 330.79 feet;

Thence northeasterly along said curve, 333.08 feet through a central angle of 23°19'23" to the beginning of a tangent curve concave to the southeast having a radius of 728.25 feet;

Thence northeasterly along said curve, 137.72 feet through a central angle of 10°50'07" to the **TRUE POINT OF BEGINNING**;

Containing 13,922 square feet, or 0.32 Acres, more or less.

See Exhibit 'B-1' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

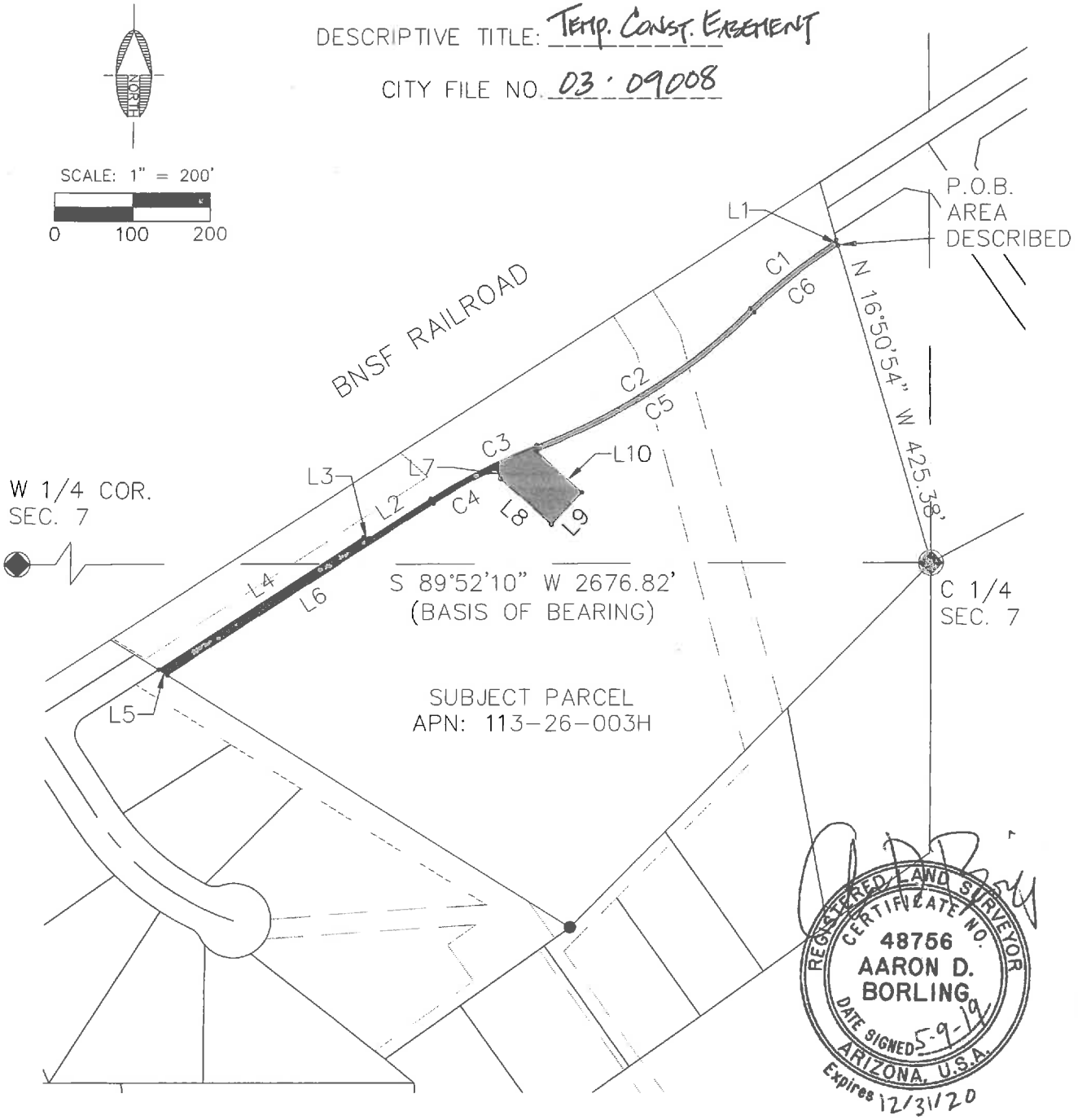


EXHIBIT 'B-1' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF SECTION 7, TOWNSHIP 21
NORTH, RANGE 8 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

DESCRIPTIVE TITLE: Temp. Const. Easement

CITY FILE NO. 03-09008



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
DATE SIGNED 5-9-19
ARIZONA, U.S.A.
Expires 12/31/20

Shephard Wesnitzer, Inc. www.swiaz.com
110 West Dale Ave
Flagstaff, Az 86001
928.773.0354
928.774.8934 fax

JOB NO:	15152
DATE:	5/9/19
SCALE:	1" = 200'
DRAWN:	ADB
DESIGN:	
CHECKED:	ADB

FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 4

EXHIBIT 'B-1' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

Parcel Line and Curve Table			
Line #/Curve #	Length	Bearing/Delta	Radius
C1	141.12	10°59'48"	735.25
C2	328.08	23°10'16"	811.25
C3	152.16	11°51'27"	735.25
C4	91.59	7°12'20"	728.25
C5	333.08	23°19'23"	818.25
C6	137.72	10°50'07"	728.25
L1	7.30	N16° 50' 54"W	
L2	93.08	S57° 07' 48"W	
L3	7.07	N77° 52' 12"W	
L4	313.89	S57° 07' 48"W	
L5	13.25	S57° 57' 06"E	
L6	406.36	N57° 07' 48"E	
L7	14.39	S24° 25' 03"E	
L8	88.41	S48° 46' 19"E	
L9	55.54	N42° 31' 09"E	
L10	78.43	N47° 24' 38"W	

DESCRIPTIVE TITLE: Temp. Const. Easement

CITY FILE NO. 03-09008

SWI
Shephard Wesnitzer, Inc. www.swiaz.com
110 West Dale Ave
Flagstaff, Az 86001
928.773.0354
928.774.8934 fax

JOB NO:	15152
DATE:	5/9/19
SCALE:	N/A
DRAWN:	ADB
DESIGN:	
CHECKED:	ADB

FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 4 OF 4

Exhibit ~~A-1~~ C
Parcel A

Following is a description of a parcel of land which is a portion of the parcel of land described in Docket 1674, Page 501, of the records of the Coconino County Recorder's Office. The parcel is located in the West 1/2 of Section 7, Township 21 North, Range 8 East, Gila and Salt River Baseline and Meridian, Coconino County, Arizona. (Note: All references to recorded instruments refer to the records of the Coconino County Recorder's Office.)

The parcel of land is more particularly described by metes and bounds as follows:

COMMENCING at the Center 1/4 Corner of Section 7, which is also the southeast corner of the parcel of land described in Docket 1674, Page 501, and the northeast corner of the parcel of land described in Instrument No. 3420567, monumented with a 2 inch by 2 inch steel plate. From which point the West 1/4 Corner of Section 7, monumented with an aluminum cap, bears South 89°52'34" West, 2676.73 feet, the **Basis of Bearings** for this description.

THENCE South 44°36'14" West, along the south line of the parcel of land described in Docket 1674, Page 501, and along the north line of the parcel of land described in Instrument No. 3420567, 186.50 feet, to the east line of the 65 foot wide Drainage Easement as shown on Case 8, Map 99, the **TRUE POINT OF BEGINNING** of this description.

THENCE South 44°36'14" West, along the south line of the parcel of land described in Docket 1674, Page 501, and along the north line of the parcel of land described in Instrument No. 3420567, 73.09 feet, to the northwest corner of the parcel of land described in Instrument No. 3420567, and to the northeast corner of the parcel of land described in Instrument No. 3391572, monumented with a capped rebar marked "Matrix, LS 25083";

THENCE North 10°34'01" West, 138.40 feet;

THENCE northwesterly along a curve to the left, having a radius of 470.00 feet, with a central angle of 22°27'53", an arc distance of 184.28 feet (chord bearing North 21°47'58" West, chord distance 183.10 feet);

THENCE North 33°01'54" West, 179.11 feet;

THENCE North 40°49'12" West, 60.77 feet, to the north line of the parcel of land described in Docket 1674, Page 501, and to the north line of the Public Drainage Easement described in Case 2, Map 186;

THENCE North 57°05'51" East, along the north line of the parcel of land described in Docket 1674, Page 501, and along the north line of the Public Drainage Easement described in Case 2, Map 186, 60.00 feet;

THENCE South 40°49'06" East, 60.79 feet;

THENCE South 33°01'54" East, 178.96 feet;

THENCE southeasterly along a curve to the right, having a radius of 530.00 feet, with a central angle of 22°27'53", an arc distance of 207.80 feet (chord bearing South 21°47'58" East, chord distance 206.48 feet);

THENCE South 10°34'01" East, 96.65 feet, to the **TRUE POINT OF BEGINNING** of this description.

The above described parcel contains 0.76 Acres, more or less.

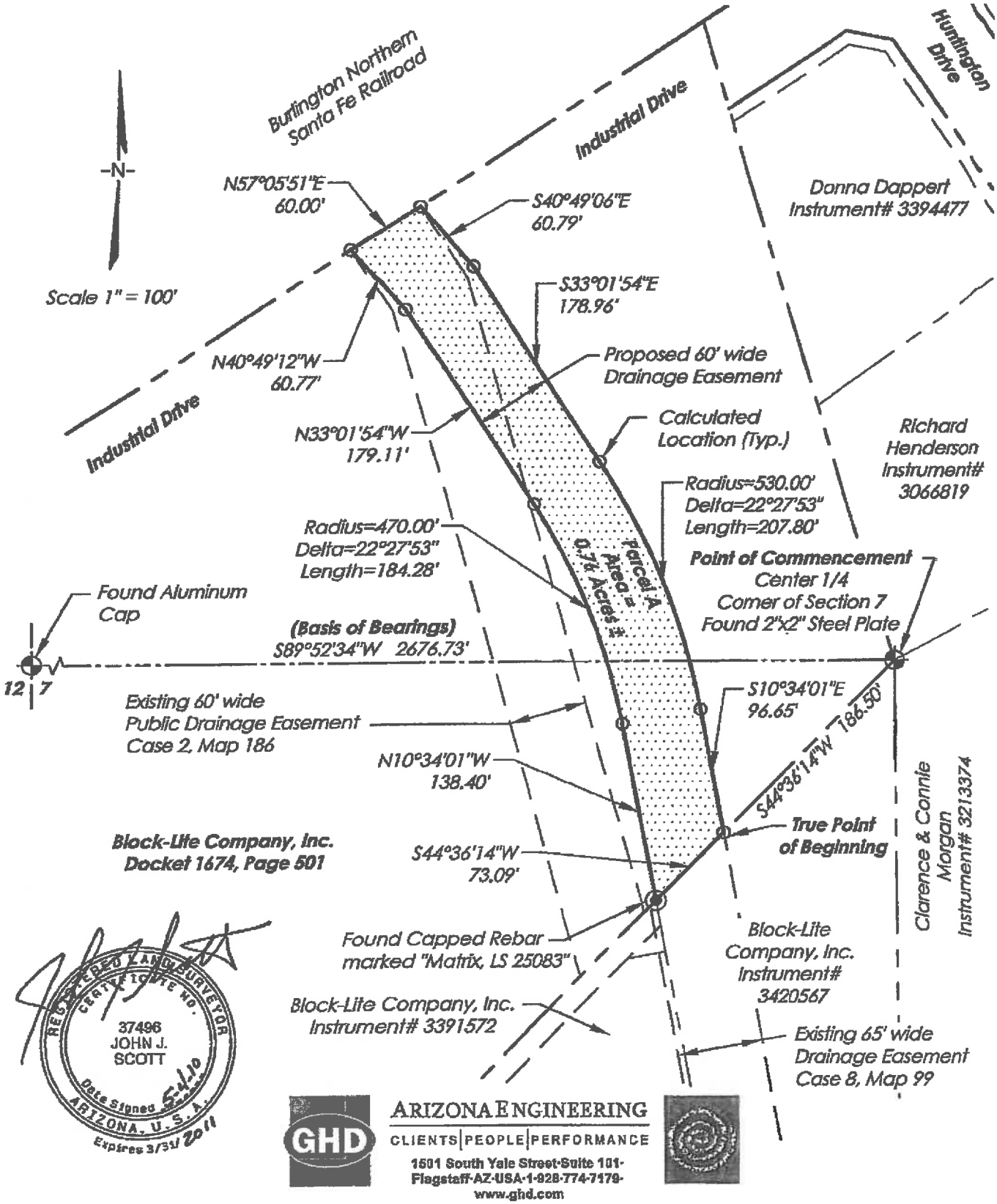
For a drawing of the parcel described above, see **Exhibit C1**, which by this reference is made part of this description.



C1

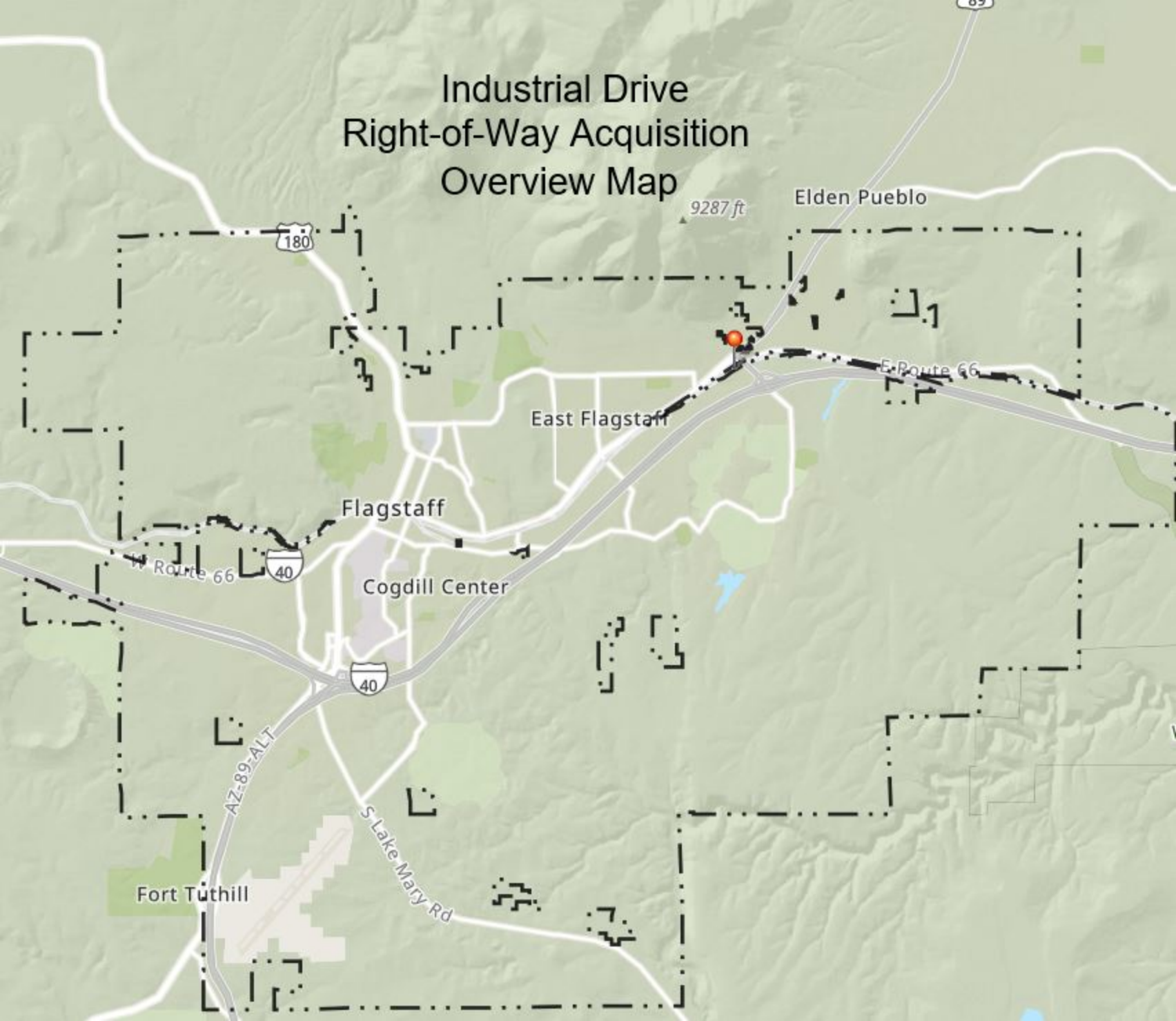
Exhibit A-2

A portion of the parcel of land described in Docket 1674, Page 501of the Records of the Coconino County Recorder's Office. The parcel is located in the West 1/2 of Section 7, Township 21 North, Range 8 East, G&SRB&M,Coconino County, Arizona.



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37496
JOHN J.
SCOTT
Date Signed 5-4-10
ARIZONA, U.S.A.
Expires 3/31/ 2011

GHD
ARIZONA ENGINEERING
CLIENTS | PEOPLE | PERFORMANCE
1501 South Yale Street-Suite 101-
Flagstaff-AZ-USA-1-928-774-7179-
www.ghd.com


Industrial Drive
Right-of-Way Acquisition
Overview Map
9287 ft
Elden Pueblo
180
E Route 66
East Flagstaff
Flagstaff
W Route 66
40
Cogdill Center
40
AZ-89-ALT
S Lake Mary Rd
Fort Tuthill

EMINENT DOMAIN VALUATION

Value of the Larger Parcel Before the Partial Acquisition, As Vacant

In the Reconciliation and Opinion of Market Value, Before, section of this report, as vacant and available for its highest and best use, the subject larger parcel was estimated to have a value of $5.00 per square foot. Applying the unit price to the area of the larger parcel indicates my opinion of market value:

ADOT's Appraisal Guidelines require that the 0.450-acre or 19,602 square foot portion of the subject encumbered by the existing roadway right-of-way easement is to be considered separately from the rest of the subject in the valuation analysis. In the Reconciliation and Opinion of Market Value, Before, section of this report, the subject's net site area (501,811 s.f. or 11.520 net ac.) was estimated to have a market value of **$5.00** per square foot of net site area. As the 19,602 square foot area (underlying fee simple) affected by the existing improved public roadway right-of-way easement had no market use, it was estimated to have a value of **$0.00** per square foot. Applying these unit prices to the areas of the larger parcel indicates my opinion of value:

Larger Parcel (net)	482,209 s.f. x $5.00/s.f. =	$2,411,045
Underlying Fee Simple	19,602 s.f. x $0.00/s.f. =	$0
Value of the Larger Parcel	501,811 s.f.	**$2,411,045**

Value of the Partial Acquisition As a Part of the Larger Parcel, As Vacant

Fee Simple

The value of the part to be acquired, 84,114 square feet, was estimated as a pro rata share of the larger parcel. In order to estimate the market value of the land within the partial acquisition, in the first step, $5.00 per square foot is multiplied times the area unaffected by the roadway easement, and $0.00 per square foot for the area affected by the public roadway right-of-way as follows:

Net Area Acquired	64,512 s.f. x $5.00/s.f. =	$322,560
Roadway Easement Area	19,602 s.f. x $0.00/s.f. =	$0
Value of the Partial Acquisition		**$322,560**

Value of the Remainder As a Part of the Larger Parcel, As Vacant

The value of the remainder as a part of the larger parcel is simply the value of the larger parcel less the value of the acquisition as estimated in the previous step.

Value of the Larger	$2,411,045
Value of the Partial Acquisition	
Fee Simple	($ 322,560)
Value of the Remainder As a Part of the Larger	$2,088,485

Site Analysis & Highest and Best Use of the Remainder, As Vacant

In order to estimate the value of the remainder as affected by the proposed partial acquisition and project, the remainder was considered a "new" parcel different from before.

Site Analysis

The larger parcel was thoroughly described in a previous section of this report. The remainder remains much the same as before.

Highest and Best Use

The highest and best use of the remainder does not change after the proposed partial acquisition and project.

Market Value of the Remainder After, As Vacant

Severance Damages (Value of the Remainder After the Partial Acquisition, Before Special Benefits)

Severance damages (before diminishment by special benefits and cost-to-cure) are indicated when the value of the remainder after the partial acquisition, before special benefits is less than the value of the remainder as a part of the larger. A difference would indicate that the partial acquisition had a detrimental effect upon the property and had lessened its marketability for any one of a number of reasons.

In this case, it was apparent that the partial acquisition and project had no detrimental influence on the remainder. Thus, my appraisal of the remainder in this step relies on the same data and analysis as before and comes to the same conclusion of market value on a unit price basis. In my opinion, the partial acquisition lessens the market value of the remainder only by the amount estimated by the analysis shown above.

Value of Remainder As a Part of the Larger	$2,088,485
Value of Remainder After, Before Special Benefits	($2,088,485)
Severance Damages (preliminary)	$ 0

As the value of the remainder after the acquisition, before special benefits, does not decrease from the value of the remainder as a part of the larger, preliminary severance damages to the marketability of the remainder were not indicated.

Special Benefits (Value of the Remainder After the Partial Acquisition, After Special Benefits)

Special benefits are indicated when the value of the remainder after the partial acquisition, after special benefits, is more than the value of the remainder as a part of the larger. A difference would indicate that the partial acquisition had a beneficial effect upon the property and had enhanced its marketability for any one or more reasons.

In this case, it was obvious that the partial acquisition and project had no beneficial influence on the remainder. Thus, my appraisal of the remainder in this step relies on the same data and analysis as before and comes to the same conclusion of market value on a unit price basis.

Value of Remainder After, After Special Benefits	$2,088,485
Value of Remainder As a Part of the Larger	($2,088,485)
Special Benefits	$ 0

As the value of the remainder after the acquisition, after special benefits, does not increase from the value of the remainder as a part of the larger, special benefits to the marketability of the remainder were not indicated.

Cost-to-Cure, As Vacant

As no severance damages were indicated to the land, no cost-to-cure needed to be estimated.

Net Severance Damages, As Vacant

As no preliminary severance damages to the remainder were indicated, net severance damages did not result.

Minor Improvements and Minor Cost-to-cure

Minor Improvements

Marshall Valuation Service, a respected cost source, provides estimated costs for new minor site improvements in section 66 of their handbook. Also, based upon local contractors' cost estimates, cost new was estimated. Deducting depreciation, the result was my opinion of the contributory market value of the minor site improvements within the partial acquisition that do not need to be replaced or relocated.

The partial acquisition will include the following minor improvements:

- Part of 3 concrete block material bins
- 1,008 square feet of 6 to10-foot tall block retaining wall
- Double-sided identification sign on wood post (non-illuminated)
- 43 l.f. 6-foot tall split steel gate
- 1,085 square foot block and wood frame constructed material storage building with 100.80 l.f. of retaining wall
- 94 l.f. of 8-foot tall retaining wall with partial steel fencing
- 419 l.f. of low-cost nearly fully depreciated wire and chain link fencing

All but 20 lineal feet of low-cost chain link fencing perpendicular to the roadway at the northeast corner of the property will be replaced or relocated with a cost-to-cure or as part of the roadway improvement project. The contributory market value of the fence was estimated below:

- 20 l.f. of 6-foot low cost wire fencing (fair condition) – 20 l.f. x $10.00 = **$ 200**

Minor Cost-to-cure

All retaining walls will be acquired as part of the partial acquisition. They must be replaced as the proposed roadway will have a similar elevation as before. The city will build retaining walls with metal fencing on top as part of the roadway project at no cost to Block-Lite.

The two-piece steel driveway gate can be salvaged and relocated. Bids of $840 by Cowboy General Contracting (October 30, 2017) and $1,345 by High Caliber Construction (November 3, 2017) were submitted. Adjusting these bids for inflation to the effective date of this appraisal is necessary. Using the US Department of Labor CPI Inflation Calculator, the bids were inflated to current costs of $866 and $1,386. Based on these bids, a cost of **$1,200** was estimated as a reasonable cost-to-cure to salvage and relocate the driveway gate.

The city will construct new driveway approaches into the property as part of the roadway project at no cost to Block-Lite.

The business identification sign will be acquired as part of the partial acquisition. Block-Lite obtained two bids for a new sign. Signarama submitted a bid of $3,500 (March 15, 2017) and Northern Arizona Signs submitted a bid of $3,080 (November 7, 2017). These bids were adjusted up with the CPI inflation calculator to the effective date of the appraisal to amounts of $3,649 and $3,174. Based on these bids, a cost of **$3,500** was estimated as a reasonable cost-to-cure for a replacement sign that meets current sign standards.

The 1,085 square foot material storage building adjacent to the gate replaced as a large part of it is in the area of the partial acquisition. Bids of $87,950 by Cowboy General Contracting (October 17, 2017) and $120,560 including 8” thick concrete by High Caliber Construction (November 3, 2017) were obtained by Block-Lite.

Both bids were for replacement buildings of much better quality than the building acquired. Instead, I obtained a bid of $13,795 from Metal Building Outlet Corporation for a 1,085 (31' x 35') square foot good-quality steel building which better represents equivalent substitution for the replacement of the material storage building. Although the replacement building has four walls and a door, the betterment was unavoidable. It was necessary to add the cost of a concrete floor to replace the inlaid concrete block floor and the cost of demolition of the remaining 500 square feet of the storage building remaining after the partial acquisition. According to Marshall & Swift cost estimator, the cost of a 4-inch concrete foundation is $6.00/s.f. or $6,510. Marshall & Swift estimates $5.00/s.f. or $2,500 for the cost of demolition of the remaining building. The total cost is estimated to be $22,805. Given contingency, I estimated a reasonable cost-to-cure of **$25,000**.

The proposed right-of-way will encroach in the area need to maneuver to and from two concrete block material storage bins and a fully-depreciated obsolete scale. The storage bins retain contributory market value. The scale does not. As such, it is necessary to replace the two material storage bins.

The partial acquisition will include part of three concrete block storage bins in the northeastern portion of the property. Cost-to-cure bids of $160,546 by Cowboy General Contracting (October 17, 2017) and $175,645 by High Caliber Construction (November 3, 2017) were submitted. The bids were adjusted upward for inflation to $165,453 and $181,009 as of the effective date of the appraisal. From these two bids, I estimated a reasonable cost-to-cure of $175,000. But the scale adjacent to the two bins in the southwestern area of the property is in the way of relocating the bins. A bid of $5,448 was submitted by Southwestern Scale (October 30, 2017) for removing the scale and filling and compacting the void. The bid was adjusted up for inflation to the effective date of the appraisal. Thus, the total cost-to-cure for replacing the bins was **$180,615**.

The wire fencing from the yard driveway to the east property line in the area of the partial acquisition must be replaced to restore the security the yard had before. The city will provide new fencing at no cost to Block-Lite.

All cost-to-cure is summarized as follows:

➢ Steel driveway gate relocation	$ 1,200
➢ New business identification sign	$ 3,500
➢ Materials storage building	$ 25,000
➢ 5 concrete block material bins	$180,615
Total	**$210,315**

Summary

Minor Improvements	$ 200
Minor Cost-to-cure	$210,315
Total	**$210,515**

Value of the Temporary Construction Easement

The client has instructed me that no value is to be estimated for the TCE as the temporary easement is for the owner's benefit with the installation of retaining walls, fencing and improved driveway access. Any site improvements affected by the TCE will be returned to their present condition once construction is completed.

Summary – Estimated Value of the Partial Acquisition and Its Effects on the Remainder

Land Rights Acquired	
Fee Simple	$322,560
Net Severance Damages	$ 0
Minor Improvements and Minor Cost-to-cure	$210,515
Value of the Partial Acquisition	**$533,075**

My opinion of market value was subject to special limiting conditions stated on page 15.

EMINENT DOMAIN VALUATION SUMMARY

The previous analysis estimated the value of the partial acquisition, preliminary severance damages, special benefits, cost-to-cure, net severance damages and minor improvements and minor cost-to-cure. These estimates are detailed below along with a final indication of value for the partial acquisition and its effects on the remainder.

Market Value of the Larger Parcel	$2,411,045 ($5.00/s.f.)				
Part. Acquisition As a Part of the Larger Parcel	($ 322,560)				$322,560
Remainder As a Part of the Larger Parcel	$2,088,485	$2,088,485			
Remainder After the Acquisition Before Special Benefits		($2,088,485)			
Preliminary Severance Damages		$ 0	$ 0		
Remainder After the Acquisition After Special Benefits		$2,088,485			
Remainder As a Part of the Larger Parcel		($2,088,485)			
Special Benefits		$ 0	($ 0)		
Preliminary Severance Damages			$ 0	$ 0	
Cost-to-cure				($ 0)	$ 0
Additional Diminishment of Preliminary Severance Damages				($ 0)	
Net Severance Damages				$ 0	$ 0
Minor Improvements and Minor Cost-to-cure					$210,515
Estimated Value of the Partial Acquisition and its Effects on the Remainder					**$533,075**

My opinion of market value was subject to special limiting conditions stated on page 15.

Right-of-Way Acquisition 3900 E. Industrial Drive

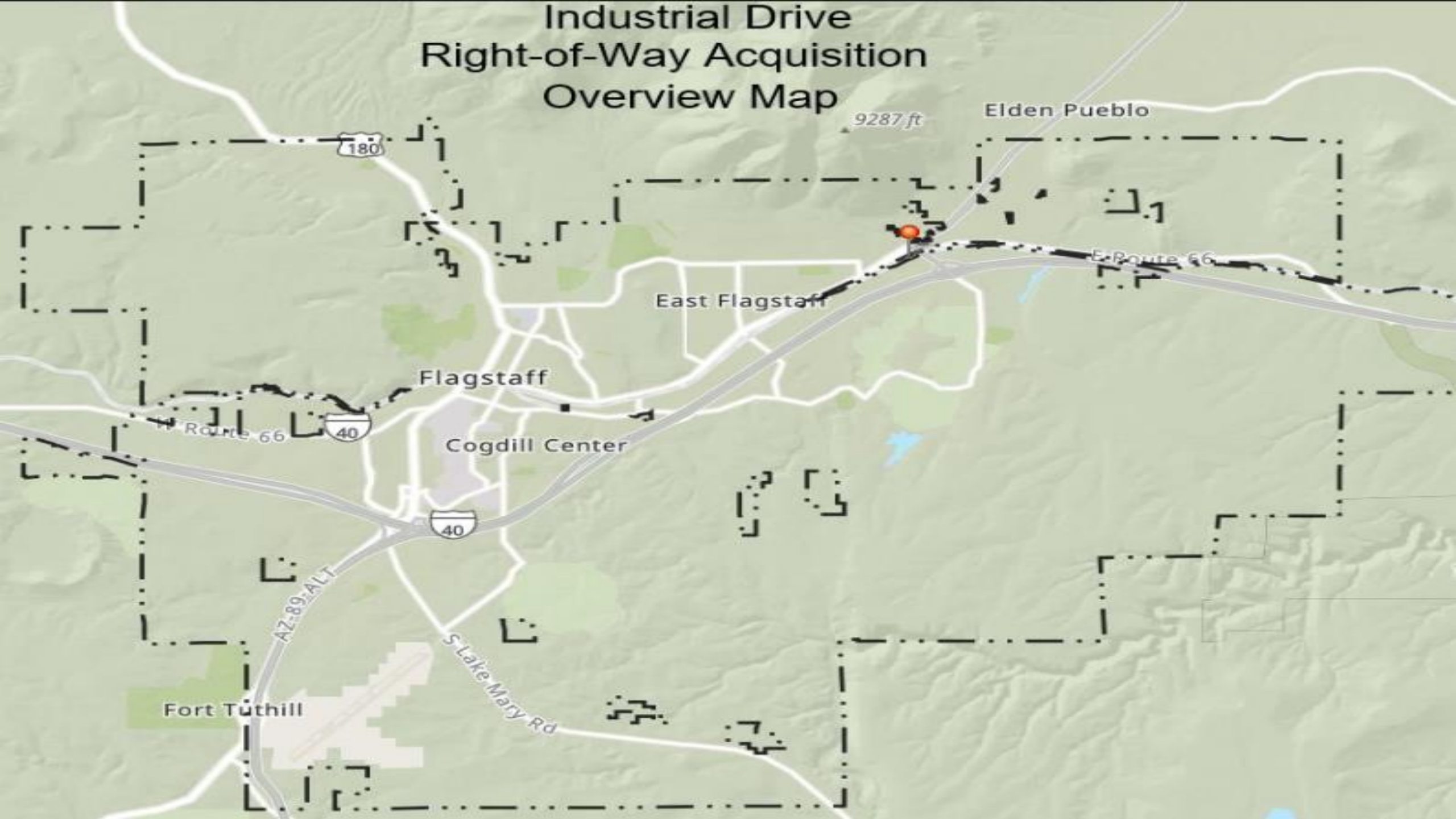
Charity Lee-Real Estate Manager

June 18, 2019

TEAM FLAGSTAFF

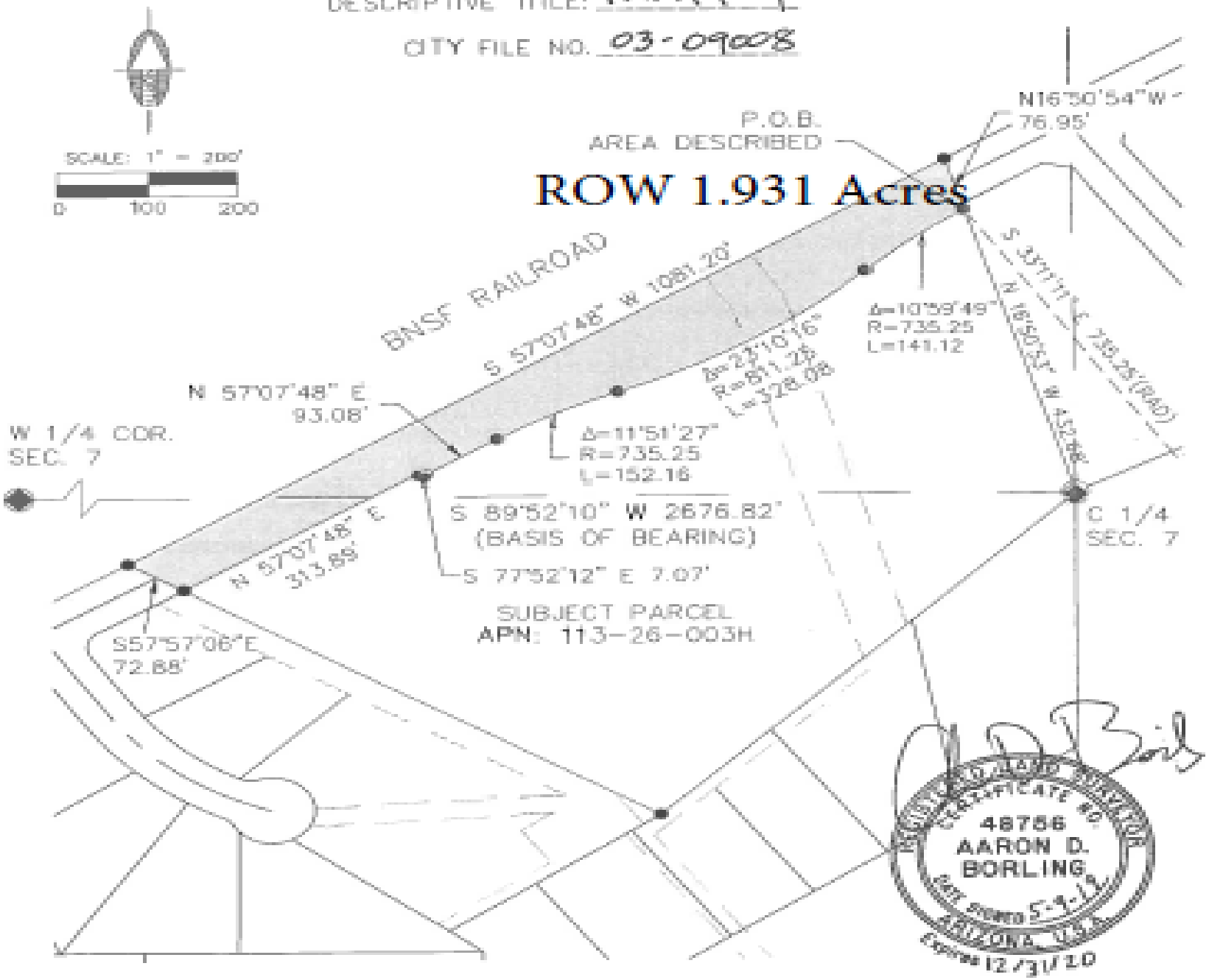
WE MAKE THE CITY BETTER

Industrial Drive
Right-of-Way Acquisition
Overview Map



DESCRIPTIVE TITLE: ROW Acquisition

CITY FILE NO. 03-09008



Industrial Drive Improvement Project

- Upgrade sewer and water infrastructure
- Construct new roadway pavement
- Install sidewalks and edge improvements

Project Cost

- Estimated cost to construct the roadway and improve the drainage= $1,665,000.
- Final costs will be determined through formal solicitation.
- Council approval of construction contract – Fall 2019.
- Start of construction 2020.

Acquisition Costs

Right-of-Way

-1.931 acres for	$ 322,560

Minor Improvements and Costs to Cure

- Steel driveway gate relocation	$ 1,200
- New business identification sign	$ 3,500
- Material storage building	$ 25,000
- 5 concrete material bins	$ 180,615
Total Cost for Acquisition	$ 533,075

Questions

?

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Charity Lee, Real Estate Manager
Date:	06/12/2019
Meeting Date:	06/18/2019

TITLE:

Consideration and Adoption of Ordinance 2019-11: A(n) ordinance of the Flagstaff City Council authorizing the sale of a portion of City property located at 2989 E. Butler Avenue, Assessor Parcel Number 106-04-007B to Woodshire on Butler, LLC for affordable housing, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the June 18 Council Meeting:
1) Read Ordinance No. 2019-11 by title only for the first time
2) City Clerk reads Ordinance No. 2019-11 by title only (if approved above)

At the July 2nd Council Meeting:
3) Read Ordinance No. 2019-11 by title only for the final time
4) City Clerk reads Ordinance No. 2019-11 by title only (if approved above)
5) Adopt Ordinance No. 2019-11

Executive Summary:

Staff had evaluated the City property at 2989 E. Butler Avenue and it was determined that due to the future roundabout the development options for the property were very limited. The adjacent property owner had submitted plans to the City for the development of 40 bungalow homes on their parcel at 3001 E. Butler Avenue. Due to this adjacent development, Staff realized a potential opportunity to sell the City property and request affordable units to be built on the site. Staff was directed by the prior Council to offer approximately .74 acres of City property at 2989 E. Butler Avenue for sale and development to include affordable housing units. The City property was advertised at a minimum bid of $130,000 plus 5 affordable units in Solicitation No. 2019-67 and closed on Thursday, February 21, 2019. One bid was received. March 19, 2019 staff received approval to accept the bid by the City Council and enter into a Purchase Agreement and Development Agreement for the sale of the property. The sale is contingent on the City Council approval of the Development Agreement which will be brought to Council for consideration and approval on July 2nd, 2019.

Financial Impact:

The city will receive $130,000 from the sale of approximately .74 acres of vacant land and will also receive 5 affordable housing units.

Policy Impact:

None

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

City Council Goal

Affordable Housing - Support the development and increase the inventory of public and private affordable housing for renters and home-owners throughout the community.

Has There Been Previous Council Decision on This:

1. March 19, 2019, Council approved the offer submitted by Woodshire on Butler, LLC and directed staff to enter into a Purchase Agreement and Development Agreement for the Sale of .74 acres of City property.
2. November 13, 2018, E-session regarding the Sale and Abandonment of City Property.

Background/History:

The City's Real Estate Staff has been evaluating all city parcels to determine if there are any sites suitable for development in an effort to further the Council's Goal of Affordable Housing. Real Estate considered the City parcel at 2989 E. Butler Avenue and was informed by the City Engineering that there would be a future roundabout in that location and a majority of the parcel would be needed. Real Estate worked with Engineering and Planning to further evaluate the parcel to determine if any portion of the parcel could still be developed. Engineering determined that .74 acres of the 1.84 acres could be split off and sold. It was determined however that due to the future roundabout the development options for the parcel were very limited because access to the site would only be available off the future realigned Herold Ranch Road as a right-in right-out only after the construction of the roundabout (construction of roundabout TBD).

Meanwhile, the adjacent property owner had submitted plans to the City for the development of 40 bungalow homes on their parcel at 3001 E. Butler Avenue. Due to this adjacent development, Staff realized a potential opportunity to sell the remaining portion of the City parcel and request affordable units to be built on the site.

Staff was directed by Council on November 13, 2018, to offer approximately .74 acres of City property at 2989 E. Butler Avenue for sale and development to include affordable housing units. The City property was advertised at a minimum bid of $130,000 plus 5 affordable units in Solicitation No. 2019-67 and closed on Thursday, February 21, 2019. One bid was received. March 19, 2019, Council accepted the offer and directed Staff to enter into a Purchase Agreement and Development Agreement for the sale of the property. The Development Agreement will be brought before Council on July 2nd, 2019 for consideration and approval. The Purchase Agreement is contingent on Council Approval of the Development Agreement.

City parcel was acquired on April 14, 1970, from Ernest and Evelyn Chilson and recorded in document number 376 page 654.

Community Benefits and Considerations:

- Affordable Housing Units
- Revenue to the General Fund

Community Involvement:

- Advertised Solicitation No. 2019-67 in the Arizona Daily Sun for three consecutive weeks
- Advertisement on City website and planet bids
- A sign was placed on the property
- March 19, 2019 Council meeting

Attachments: Purchase Agreement
Vicinity Map
Exhibit A Legal Descriptions
Ord. 2019-11
Special Warranty Deed

REAL ESTATE PURCHASE AGREEMENT
SALE OF A PORTION OF PROPERTY AT 2989 E. BUTLER AVENUE

The City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona ("City") and Woodshire on Butler, LLC ("Purchaser") hereby enter into this Purchase Agreement ("Contract").

1. Property. The City agrees to sell, and Purchaser agrees to purchase approximately 32,404 square feet of real property at 2989 E. Butler Avenue ("the Property") legally described and depicted in the Exhibits, attached hereto.

2. Contingencies of Sale. This sale is contingent on the Council of the City of Flagstaff passing and adopting an ordinance authorizing the sale of a portion of the Property at 2989 E. Butler Avenue, Flagstaff Arizona. The Contract shall be executed by the Mayor thirty days (30) after the ordinance has been passed and adopted. This sale is contingent upon Purchaser's execution of a Development Agreement and a Deed Restriction related to development of the Property for affordable housing and approved by the Council of the City of Flagstaff, which documents will be recorded against the Property in the records of the Coconino County Recorder at closing.

3. Purchase Price for Property. The Purchaser agrees to pay City One Hundred and Thirty Thousand dollars ($130,000.00) for the Property.

4. Conveyance of Property. City shall convey the Property to the Purchaser by Special Warranty Deed.

5. Opening of Escrow; Closing. The Purchaser shall deposit the sum of one thousand dollars ($1,000.00) deposit with Pioneer Title Agency, Inc. of Flagstaff, Arizona (the "Escrow Agent") to be applied against the Purchase Price at the Close of Escrow. In the event the contingencies are not satisfied and / or Closing does not occur, the deposit will be refunded to Purchaser.

   The Opening of Escrow shall be deemed to be the date on which the Deposit and a fully executed copy of this Contract are delivered to the Escrow Agent. The consummation of the transaction contemplated by this Contract ("Close of Escrow") shall occur no later than October 1, 2019. If Escrow Company or Recorder's office is closed on the scheduled closing date, Close of Escrow shall occur on the next day that both are open for business. Purchaser, and City may accelerate the Closing Date upon mutual acceptance by both parties. The Closing shall occur at the offices of the Escrow Agent, or at such other place as City and Purchaser may agree in writing. Closing shall be deemed to have occurred when (i) all closing documents contemplated by this Contract have been delivered to, received by, and executed by the appropriate parties, (ii) all conditions to such Closing contemplated by this Contract have been satisfied or waived, (iii) the funds required to be paid under this Contract have been properly delivered to Escrow Agent and are available for distribution to City by Escrow Agent, (iv) the deed required pursuant to Conveyance has been recorded.

   Title. Within (5) days of Opening of Escrow, Escrow Agent shall deliver to the Purchaser and City a preliminary title report pertaining to the Property (the "Title Commitment"). Any costs associated with Title and Escrow are to be paid by the Purchaser. This Property is being sold "AS IS" Any purchase shall be subject to existing easements and encumbrances of record.

6. Disbursement of Funds. The Escrow Agent shall satisfy encumbrances on the Property by first applying funds from the purchase price on deposit as follows: taxes, mortgage claims, leasehold interests, special assessments, fines, fees or charges to be paid to the homeowners' association, if any, and other encumbrances as may be authorized for payment, and the remaining balance shall be paid to City in

consideration for conveyance of the Property. Taxes shall be prorated and assumed by Purchaser as of the date of close of escrow. If the subject property is encumbered with Covenants, Conditions and Restrictions, the Escrow Agent shall send a Notice of Pending Sale pursuant to A.R.S. 33-1806. Title Company shall not be responsible for any liens or encumbrances not of record at the closing of escrow. Each party is responsible for careful review of the closing statement prior to closing.

7. Closing Costs. The Purchaser shall pay the purchase price plus all lawful costs incidental to closing and shall reimburse the City for any upfront fees incurred to sell the Property, which include but are not limited to; escrow fees, title policy fees, recording fees, release fees, survey costs, appraisal costs, and marketing costs. City will provide all invoices and receipts for incurred costs and Title Company will credit the amount to the City at close of escrow. In no event shall the reimbursement to the City be in excess of $4000.00.

8. Environmental Investigation. City hereby grants permission to the Purchaser to enter onto the Property to undertake inspections and investigations regarding the Property, which may include, but not be limited to, a physical inspection of the Property as well as any and all improvements, and as deemed reasonably necessary, a Phase I Environmental Assessment (scope to be determined by the Purchaser) at the Purchaser's expense. The Purchaser may choose and retain its inspectors without seeking approval of City. However, the Purchaser shall not undertake any invasive testing, such as drilling or trenching, without City's prior written consent, which consent shall not be unreasonably withheld. The Purchaser agrees to indemnify, defend and hold City harmless for, from, and against any personal injury and property damage claims arising out of Purchaser's exercise of the rights granted by this paragraph, this indemnity shall survive the Closing or the cancellation of this Agreement. City acknowledges that Purchaser's participation in the performance of any Environmental Investigation or additional inspection will not create any liability for the Purchaser as to any Environmental Condition that may exist on the Property unless such condition is exacerbated by Purchaser's actions. Environmental Condition shall mean the presence, release, or threatened release into the environment (which includes air, soil or water) of a Hazardous Material. Hazardous Material means and includes any petroleum product and any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material, as now or at any time hereafter in effect, and asbestos or any substance or compound containing asbestos, PCBs, or any other hazardous, toxic, or dangerous waste, substance, or material, or any hazardous or regulated material, waste, substance, toxin, chemical, or pollutant as those terms are defined by federal, state or local law, rule, regulation, or statute. The Purchaser shall have sixty (60) days to conduct all investigations commencing upon Opening of Escrow.

9. No Warranties by City. The Purchaser agrees and acknowledges that no representations, statements or warranties have at any time been made by City, or any agent of City, as to the condition, quality, quantity, operation, state of repair, or prospects of the Property, or any other matter concerning the Property, in any respect. This Property is being sold "AS IS" subject to existing easements and encumbrances of record.

11. Brokerage. The Purchaser and City warrant to one another that they have not dealt with any broker in connection with the sale of the Property. If any person shall assert a claim to a finder's fee, brokerage commission or other compensation on account of employment or alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court

costs in defending against such claim. This indemnity shall survive the close of escrow or the cancellation of the Contract.

12. Time of the Essence. The parties hereto expressly agree that time is of the essence with respect to this Contract.

13. Notices. Any notice, which a party is required or may desire to give the other, shall be in writing and shall be sent either (a) by United States registered or certified mail, return receipt requested, postage prepaid, (b) by a generally recognized overnight carrier providing proof' of delivery or (c) via e-mail transmittal. Any such notice shall be addressed to a party at such party's address appearing next to such party's signature on last page of the main body of this Contract. Any notice so given shall be deemed to have been given as of the date of actual receipt. Notices shall be addressed to the parties as follows:

CITY:
City of Flagstaff
Attn: Charity Lee- Real Estate Manager
211 W. Aspen Avenue
Flagstaff, AZ 86001
928-213-2072
clee@flagstaffaz.gov

PURCHASER:
Woodshire on Butler, LLC
ATTN: Jeff Carlson
3550 N. Central Avenue
Suite 1101
Phoenix, AZ 85012
jeff@brookfieldcommunities.com
602-558-6069

14. Governing Law. The laws of the State of Arizona shall govern the validity, construction, enforcement and interpretation of this Contract.

15. Severability. In the event that any phrase, clause, sentence, paragraph, section or other portion of this Contract becomes illegal, null or void or against public policy for any reason, or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Contract will not be affected thereby and will remain in force and effect to the fullest extent permitted by law.

16. Entire Contract. This Contract embodies the entire Contract of the parties. Any amendments hereto shall be in writing and executed by the parties hereto. All exhibits attached hereto are a part of this Contract for all purposes.

17. Successors in Interest. This Contact shall bind and inure to the benefit of Purchaser, the City, and their heirs, executors, administrators, successors and permitted assigns.

18. Survival of Closing. Each of the covenants, conditions, agreements and representations contained in this Contract shall survive the closing hereunder and the recordation of the Special Warranty Deed.

19. Full and Complete Compensation. It is understood and agreed the consideration expressed herein is accepted by the City as full and complete compensation for the interest being acquired

IN WITNESS WHEREOF, City and Purchaser have executed this Contract on the date set forth below.

PURCHASER:

By: _____ Date: 5/23/19

Its: PRINCIPAL

STATE OF ARIZONA)

)ss

County of ~~Coconino~~ Maricopa)

ACKNOWLEDGMENT. On this 23rd day of May 2019, before me, a Notary Public, personally appeared Jeff Carlson, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that (s)he executed the same for the purposes therein contained.

Sara A. Gardner
Notary Public

Sara A. Gardner
Notary Public - Arizona
Maricopa County
Commision #: 519963
My Commission Expires
December 5, 2020

My Commission Expires:
Dec. 5, 2020

CITY:

City of Flagstaff,

an Arizona municipal corporation

By: _____ Date: _____

Mayor, Coral Evans

ATTEST:

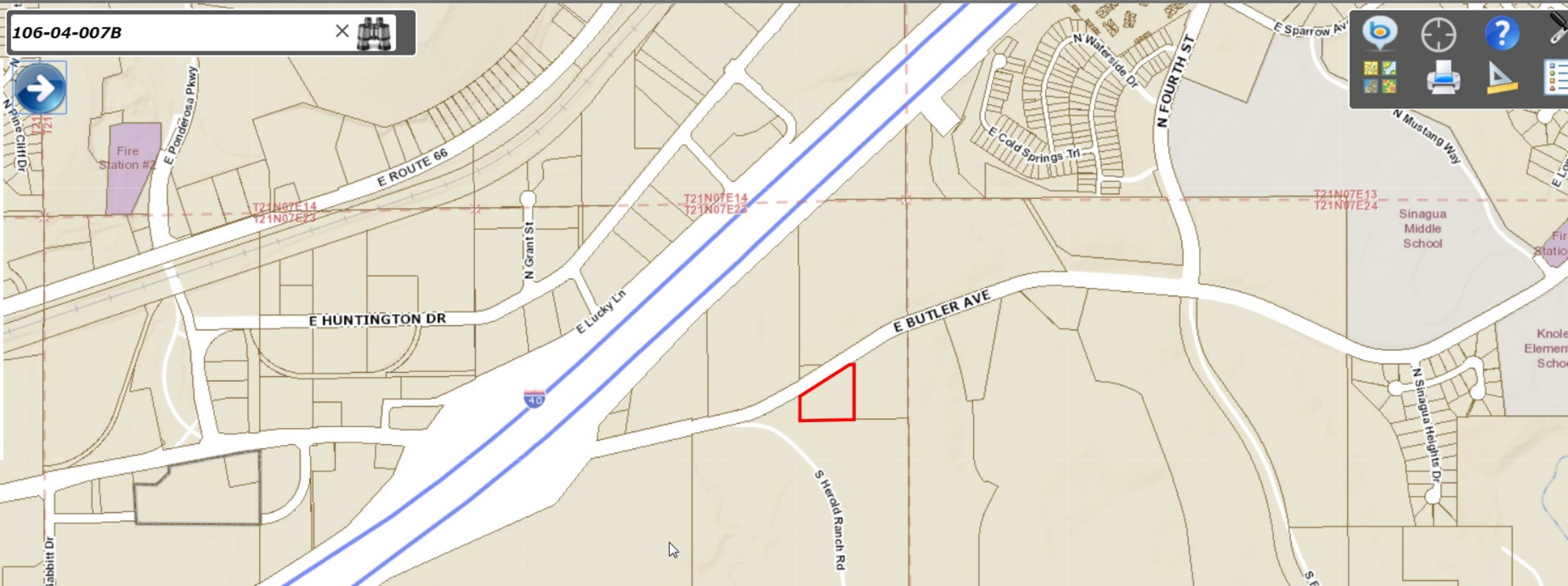
_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney


106-04-007B
E ROUTE 66
E HUNTINGTON DR
E BUTLER AVE
E Lucky Ln
N Grant St
E Ponderosa Pkwy
N Pine Cliff Dr
Fire Station #2
T21N07E14
T21N07E23
T21N07E13
T21N07E24
N Waterside Dr
N FOURTH ST
E Cold Springs Trl
E Sparrow Ave
N Mustang Way
Sinagua Middle School
N Sinagua Heights Dr
S Herold Ranch Rd
40

LEGAL DESCRIPTION
EXHIBIT 'A'
APN: 106-04-007B
Ref No. #18245
1-17-2019

A portion of that parcel of land as described in Instrument Number 3207467, Official Records of Coconino County (herein referred to as R1), lying within the northeast quarter of Section 23, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at a the northeast corner of said Section 23, a found 2"x 2" metal plate set in concrete;

Thence along the east line of said Section 23, South 00°44'24" East, 706.41 feet (Basis of Bearing) to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the north Right-of-Way line of Butler Avenue as shown on Book 21 of Surveys, Page 25, Official Records of Coconino County (herein referred to as R2);

Thence South 00°37'35" East, 93.27 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the south Right-of-Way line of Butler Avenue as shown on R2;

Thence along the east line of that parcel of land as shown on R2, South 00°44'14" East, 523.54 feet to a found 1.5" brass cap stamped "ARENCO RLS 4321" at the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°43'33" West, 326.77 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" at the southeast corner of that parcel of land as described in R1;

Thence along the south line of said parcel as described in R1, South 88°40'49" West, 216.15 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said south line, South 88°40'49" West, 110.66 feet to a found ½" rebar with yellow plastic cap stamped "WILLDAN PE 10301" at the southwest corner of said parcel;

Thence along the west line of said parcel, North 00°32'50" West, 93.37 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 74.57 feet and being subtended by a chord which bears South 62°16'52" East, 11.88 feet;

Thence leaving said west line and southeasterly along said curve, 11.90 feet through a central angle of 9°08'27";

Thence South 58°15'33" East, 19.67 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 388.50 feet and being subtended by a chord which bears South 49°18'05" East 102.42 feet;

Thence southeasterly along said curve, 102.72 feet through a central angle of 15°08'55";

Thence South 39°04'21" East, 10.51 feet to the **TRUE POINT OF BEGINNING**;

Containing 5,854 square feet, or 0.134 Acres, more or less.

Parcel 2:

Commencing at a the northeast corner of said Section 23, a found 2"x 2" metal plate set in concrete;

Thence along the east line of said Section 23, South 00°44'24" East, 706.41 feet (Basis of Bearing) to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the north Right-of-Way line of Butler Avenue as shown on Book 21 of Surveys, Page 25, Official Records of Coconino County (herein referred to as R2);

Thence South 00°37'35" East, 93.27 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the south Right-of-Way line of Butler Avenue as shown on R2;

Thence along the east line of that parcel of land as shown on R2, South 00°44'14" East, 523.54 feet to a found 1.5" brass cap stamped "ARENCO RLS 4321" at the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°43'33" West, 326.77 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" at the southeast corner of that parcel of land as described in R1;

Thence along the south line of said parcel as described in R1, South 88°40'49" West, 100.63 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said south line, South 88°40'49" West, 115.52 feet;

Thence North 39°04'21" West, 10.51 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 388.50 feet and being subtended by a chord which bears North 49°18'05" West 102.42 feet;

Thence northwesterly along said curve, 102.72 feet through a central angle of 15°08'55";

Thence North 58°15'33" West, 19.67 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 74.57 feet and being subtended by a chord which bears North 62°16'52" West 11.88 feet;

Thence northwesterly along said curve, 11.90 feet through a central angle of 9°08'27" to a point on the west line of said parcel;

Thence along said west line, North 00°32'50" West, 50.42 feet to a set ½" rebar with aluminum cap "RLS 48756" on the southerly Right-of-Way line of Butler Avenue as described in Docket 918, Page 572, Official Records of Coconino County;

Thence North 57°20'18" East, 359.20 feet to a set ½" rebar with aluminum cap stamped "RLS 48756" on the southerly Right-of-Way line of said Butler Avenue, said point being in common with a point on the northwesterly property line of that parcel of land as shown on R2.

Thence North 88°40'26" East, 21.88 feet to a found ½" rebar with aluminum cap stamped "LS 18548" at an angle point in the northwesterly property line of said parcel of land as shown on R2;

Thence along the west line of said parcel, South 00°39'43" East, 30.29 feet;

Thence leaving said west line, South 52°21'57" West, 17.99 feet;

Thence South 62°44'34" West, 20.31 feet;

Thence South 51°25'21" West, 1.30 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 1169.67 feet and being subtended by a chord which bears South 52°48'05" West, 72.98 feet;

Thence southwesterly along said curve, 72.99 feet through a central angle of 3°34'31";

Thence South 49°09'35" West, 38.94 feet;

Thence South 41°07'19" West, 12.46 feet to the beginning of a non-tangent curve concave to the east having a radius of 31.06 feet and being subtended by a chord which bears South 16°49'28" West, 21.91 feet;

Thence southwesterly and southerly along said curve, 22.39 feet through a central angle of 41°18'32";

Thence South 03°49'48" East, 54.18 feet to the beginning of a non-tangent curve concave to the east having a radius of 424.97 feet and being subtended by a chord which bears South 14°21'56" East 118.06 feet;

Thence southerly along said curve, 118.45 feet through a central angle of 15°58'09";

Thence South 22°15'26" East, 14.24 feet to the **TRUE POINT OF BEGINNING**;

Containing 41,256 square feet, or 0.947 Acres, more or less.

Parcel 3:

Commencing at a the northeast corner of said Section 23, a found 2”x 2” metal plate set in concrete;

Thence along the east line of said Section 23, South 00°44'24" East, 706.41 feet (Basis of Bearing) to a found ½” rebar with yellow plastic cap stamped “RLS 11369” on the north Right-of-Way line of Butler Avenue as shown on Book 21 of Surveys, Page 25, Official Records of Coconino County (herein referred to as R2);

Thence South 00°37'35" East, 93.27 feet to a found ½” rebar with yellow plastic cap stamped “RLS 11369” on the south Right-of-Way line of Butler Avenue as shown on R2;

Thence along the east line of that parcel of land as shown on R2, South 00°44'14" East, 523.54 feet to a found 1.5” brass cap stamped “ARENCO RLS 4321” at the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°43'33" West, 326.77 feet to a found ½” rebar with yellow plastic cap stamped “RLS 11369” at the southeast corner of that parcel of land as described in R1 and the **TRUE POINT OF BEGINNING**;

Thence along the south line of said parcel as described in R1, South 88°40'49" West, 100.63 feet;

Thence leaving said south line, North 22°15'26" West, 14.24 feet to the beginning of a non-tangent curve concave to the east having a radius of 424.97 feet and being subtended by a chord which bears North 14°21'56" West 118.06 feet;

Thence northerly along said curve, 118.45 feet through a central angle of 15°58'09";

Thence North 03°49'48" West, 54.18 feet to the beginning of a tangent curve concave to the east, having a radius of 31.06 feet;

Thence northeasterly along said curve, 22.39 feet through a central angle of 41°18'32";

Thence North 41°07'19" East, 12.46 feet;

Thence North 49°09'35" East, 38.94 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 1169.67 feet and being subtended by a chord which bears North 52°48'05" East 72.98 feet;

Thence northeasterly along said curve, 72.99 feet through a central angle of 3°34'31";

Thence North 51°25'21" East, 1.30 feet;

Thence North 62°44'34" East, 20.31 feet;

Thence North 52°21'57" East, 17.99 feet to a point on the west line of that parcel of land as shown on R2;

Thence along said west line, South 00°39'43" East, 300.35 feet to the **TRUE POINT OF BEGINNING**;

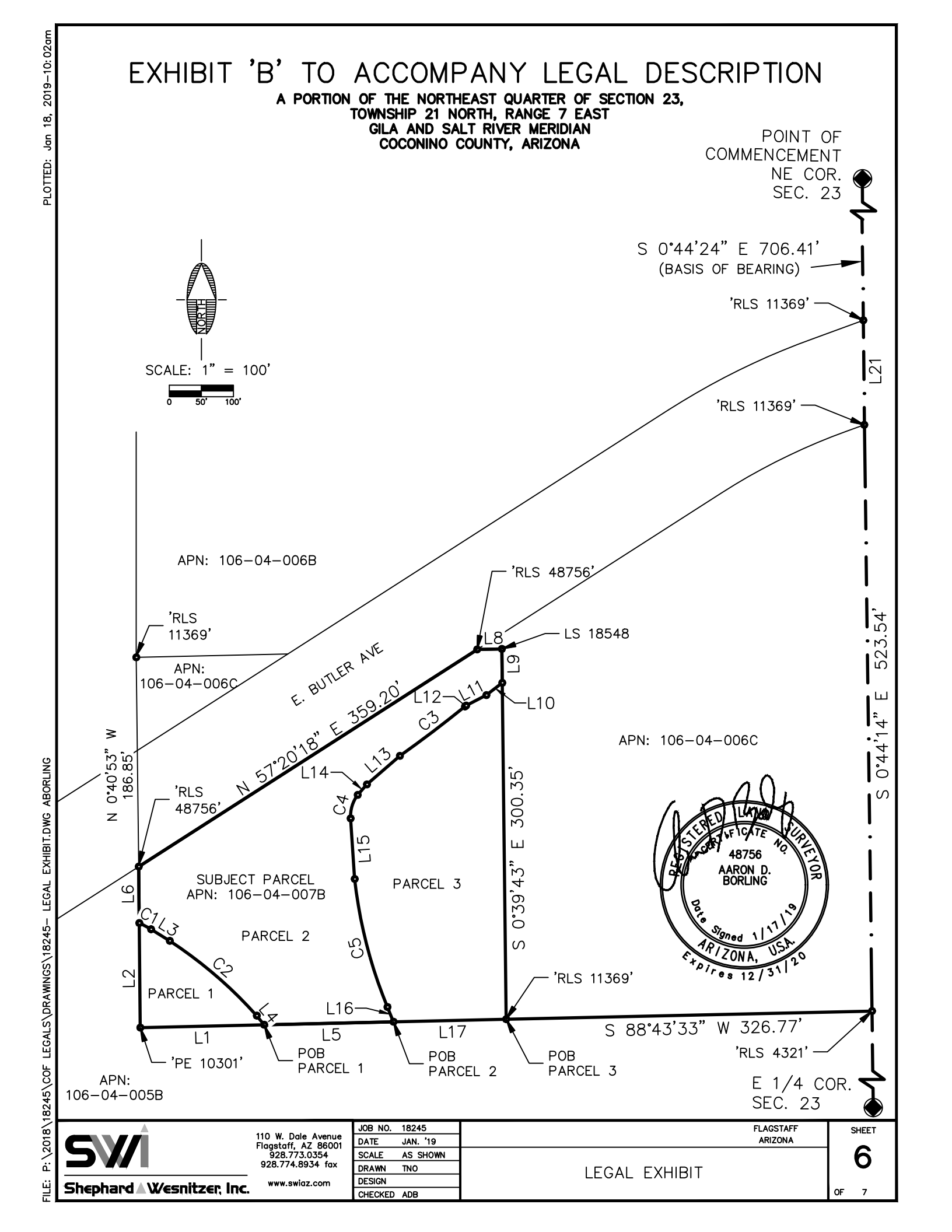
Containing 32,404 square feet, or 0.7439 Acres, more or less.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, AZ.



EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 23,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



Shephard Wesnitzer, Inc.	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swiaz.com	JOB NO. 18245 DATE JAN. '19 SCALE AS SHOWN DRAWN TNO DESIGN CHECKED ADB	FLAGSTAFF ARIZONA LEGAL EXHIBIT
			SHEET 6 OF 7

PLOTTED: Jan 18, 2019-10:02am

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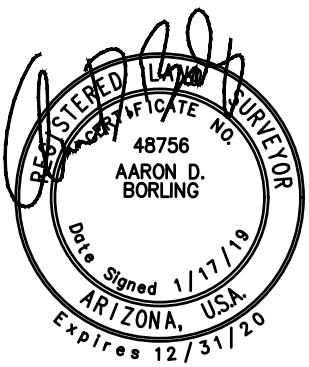
PLOTTED: Jan 18, 2019–10:02am

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 23,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	11.90	74.57	9.14	S62° 16' 52"E	11.88
C2	102.72	388.50	15.15	S49° 18' 05"E	102.42
C3	72.99	1169.67	3.58	N52° 48' 05"E	72.98
C4	22.39	31.06	41.31	N16° 49' 28"E	21.91
C5	118.45	424.97	15.97	N14° 21' 56"W	118.06

Parcel Line Table		
Line #	Length	Direction
L1	110.66	S88° 40' 49"W
L2	93.37	N0° 32' 50"W
L3	19.67	S58° 15' 33"E
L4	10.51	S39° 04' 21"E
L5	115.52	S88° 40' 49"W
L6	50.42	N0° 32' 50"W
L8	21.88	N88° 40' 26"E
L9	30.29	S0° 39' 43"E
L10	17.99	N52° 21' 57"E
L11	20.31	N62° 44' 34"E
L12	1.30	S51° 25' 21"W
L13	38.94	S49° 09' 35"W
L14	12.46	S41° 07' 19"W
L15	54.18	S3° 49' 48"E
L16	14.24	S22° 15' 26"E
L17	100.63	S88° 40' 49"W
L21	93.27	S0° 37' 35"E



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

JOB NO.	18245
DATE	JAN. '19
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FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET 7 OF 7

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ORDINANCE NO. 2019-11

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE SALE OF A PORTION OF CITY PROPERTY LOCATED AT 2989 E. BULTER AVENUE, ASSESSOR PARCEL NUMBER 106-04-007B TO WOODSHIRE ON BUTLER, LLC FOR AFFORDABLE HOUSING, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff desires to provide affordable housing to its citizens; and

WHEREAS, Affordable Housing is a Council Goal, to support development and increase the inventory of public and private affordable housing for renters and homeowners throughout the community; and

WHEREAS, the City of Flagstaff offered approximately .7439 acres or 32,404 square feet of City property for sale for $130,000 plus (5) affordable housing units as advertised in Solicitation No. 2019-67; and

WHEREAS, Woodshire on Butler LLC was the successful respondent to Solicitation No. 2019-67; and

WHEREAS, on March 19, 2019 Council approved the offer and directed Staff to negotiate a Purchase Agreement and Development Agreement for the sale of the property; and

WHEREAS, the sale of the property is contingent on the City Council approving a Development Agreement; and

WHEREAS, the City of Flagstaff is authorized pursuant to the Flagstaff City Charter Article VII, Section 5, and Article VIII, Section 10 to convey the real property by ordinance.

ENACTMENTS:

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

SECTION 1. In General

The City of Flagstaff hereby authorizes the sale of approximately .7439 acres or 32,404 square feet of City property located at 2989 E. Butler Avenue, Flagstaff, AZ. 86004, as identified in Exhibit A for the development of affordable housing.

SECTION 2. Delegation of Authority

The Mayor, City Manager, City Attorney, City Clerk, Finance Director, Real Estate Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this ordinance.

SECTION 3. Effective Date.

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

PASSED AND ADOPTED by the City Council of The City of Flagstaff this 2nd day of July 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Attachments: Exhibit A

When recorded, mail to
City Clerk
211 West Aspen Avenue
Flagstaff, Arizona 86001

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, the CITY OF FLAGSTAFF, an Arizona municipal corporation, hereafter called Grantor, does hereby grant and convey to Woodshire on Butler, LLC, hereafter called Grantee, that certain real property situated in Coconino County, Arizona, more particularly described in the Exhibits, attached to and made a part hereof.

Subject to all taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

The Grantor hereby binds itself and its successors and assigns to warrant and defend the title to said real property, as against all acts of the Grantor herein, and no other, subject to the matters above set forth.

This transaction is exempt under A.R.S. Section 11-1134(A)(3).

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this _____ day of _____, 2019.

By: _____

State of Arizona)
) ss.
County of Coconino)

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 _____ for the purposes therein contained.
My Commission Expires: _____

_____
Notary Public

8. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Charity Lee, Real Estate Manager
Co-Submitter:	Stacey Brechler-Knaggs
Date:	06/12/2019
Meeting Date:	06/18/2019

TITLE:

Consideration and Approval of Agreement: Category 5 Master Cost Recovery Agreement between U.S. Department of Agriculture, Forest Service, Coconino National Forest and the City of Flagstaff.

STAFF RECOMMENDED ACTION:

Approve the Master Cost Recovery Agreement Between U.S.Department of Agriculture (USDA), Forest Service, Coconino National Forest, and City of Flagstaff.

Executive Summary:

The City of Flagstaff is working on many projects that require a special use permit from the Forest Service. In order to expedite the City's projects, the Forest Service has requested that the City enter into a Master Cost Recovery Agreement. This Agreement will be funded with an initial $15,000 and will allow the Forest Service to use the funds to process the City applications in a more timely manner.

Financial Impact:

Initial processing fee $15,000

The Forest Service will use the initial fee to process and review the application and then provide an invoice to the City on expenses per project. The project invoice will then be billed against the Division/Section project account. The Account number for the $15,000 processing fee is 001-00-000-0000-0-1202 (Prepaid/Receivable Account).

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:

No

Options and Alternatives:

1. Approve the Agreement with the Forest Service.
2. Do not approve the Agreement which may delay the City projects.

Background/History:

The City has many projects that cross Forest Service land and require special use permits from the Forest Service prior to the commencement of any work. These are a range of capital improvement projects; water, communication, transportation, and multi-modal transportation. The Master Cost Recovery Agreement will help to expedite the processing of the applications with the Forest Service. Some of the current projects that are in review with the Forest Serice are the following.

1. Red Gap Ranch Pipeline Feasibility Study
2. Landfill Road Improvement Project
3. Lake Mary Well #2 Radio Tower
4. Inert Pit for a Water Tank-Water Services Project
5. Sheep Crossing FUTS trail

Key Considerations:

Approval of the Mater Cost Recovery Agreement will allow the Forest Service to process the City's applications and help to expedite the process.

Community Benefits and Considerations:

City capital projects will be processed quicker and will result in benefits to the community.
Current projects are related to water, FUTS and road improvement projects.

Community Involvement:

Inform

Attachments: Master Cost Recovery Agreement

18MJ-110304080122	FS-2700-26b (09/12) OMB No. 0596-0082

CATEGORY 5 MASTER COST RECOVERY AGREEMENT

Between

USDA, FOREST SERVICE, Coconino National Forest,

and City of Flagstaff

This agreement is entered into between the UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, Coconino National Forest (the Forest Service), and the City of Flagstaff (the applicant) under 36 CFR 251.58.

A. RECITALS

1. On July 25, 2018, the Forest Service accepted the applicant's applications for use and occupancy of National Forest System lands (hereinafter "the applications"), which are enumerated in Appendix A. The Forest Service shall assess the applicant a cost recovery fee for the agency's costs to process the applications.

2. The proposed use involves multiple phases of development or the applicant has submitted a group of applications or similar applications for a specified geographic area. Therefore, the fee for processing the applications falls within category 5 under the applicable Forest Service processing fee schedule and/or the fee for monitoring the applicant's special use authorizations falls within category 5 under the applicable Forest Service monitoring fee schedule.

3. The geographic area to be covered by this agreement is areas and projects within the City of Flagstaff incorporated boundaries. See Appendix B.

4. In signing a master agreement for a major category application submitted or authorization issued under authorities other than the Mineral Leasing Act, the applicant waives the right to request a reduction of the processing or monitoring fee based upon the reasonableness factors in 36 CFR 251.58(c)(1)(ii)(A) or (d)(1)(ii)(A). Therefore, the Forest Service is entitled to recover its full actual costs for all major category applications or authorizations covered by this master agreement.

5. Payment of a processing fee by the applicant does not obligate the Forest Service to authorize the applicant's proposed use and occupancy. If a major category application is denied or withdrawn in writing, the applicant is responsible for costs incurred by the Forest Service in processing the application up to and including the date the agency denies the application or receives written notice of the applicant's withdrawal. If the applicant withdraws a major category application, the applicant also is responsible for any costs subsequently incurred by the Forest Service in terminating consideration of the application.

6. The Forest Service shall determine the appropriate level of environmental analysis for each application which is enumerated in Appendix D and inform the applicant prior to initiating the environmental analysis.

7. Information associated with this agreement may be released to the public in accordance with the provisions of the Freedom of Information Act and Privacy Act.

PART I - PROCESSING FEES

B. BASIS FOR PROCESSING FEES

Processing fees for the applications are based upon the direct and indirect costs that the Forest Service incurs in reviewing the applications, conducting environmental analyses of the effects of the proposed use, reviewing any applicant-generated environmental documents and studies, conducting site visits, evaluating the applicant's technical and financial qualifications, making a decision on whether to issue the authorizations, and preparing documentation of analyses, decisions, and authorizations for the applications. The processing fee for the applications shall be based only on costs

that are necessary for processing the applications. "Necessary for" means that but for the applications, the costs would not have been incurred. The processing fee shall not include costs for studies for programmatic planning or analysis or other agency management objectives, unless they are necessary for processing the applications. Proportional costs for analyses, such as capacity studies, that are necessary for the applications may be included in the processing fee.

C. AGREEMENT

In consideration of the foregoing, the parties agree as follows:

1. Scope of Work. The Forest Service shall develop a scope of work for processing the applications and an estimate of the agency's costs to process the applications, which will be incorporated into this agreement as Appendix C. This scope of work shall report direct costs in categories that correspond to those in the agency's accounting system, e.g., job code, personnel compensation based upon the cost to the government (salary and benefits), travel, and other direct services, materials, and supplies. In addition, the estimate of the agency's processing costs shall include the agency's indirect costs based upon the approved annual indirect cost rate. Classification of costs as direct or indirect shall be in accordance with the published Forest Service budget for the applicable fiscal year.

2. Environmental Analysis. The Forest Service shall supervise the preparation of the environmental analysis associated with the applications in compliance with applicable legal requirements, including public review of the analysis, analysis of public comments, and decision documentation. In exercising this responsibility, the Forest Service shall endeavor to foster cooperation among other agencies involved in the process, and to integrate National Environmental Policy Act requirements and other environmental review and consultation requirements to avoid, to the fullest extent possible, duplication of efforts by those agencies. However, the Forest Service shall not delegate to any other agency its authority over the scope and content of the environmental analysis, or approval or denial of the applications.

3. Billing. The Forest Service shall bill the applicant prior to commencement of work. The applicant agrees to pay the initial estimated processing fee of $15,000 and a subsequent quarterly estimated processing fee of $, for a total of $ .The initial bill for the estimated processing fee will be sent by The Forest Service, Albuquerque Service Center (ASC).

4. Payment. The applicant shall pay the initial estimated processing fee and any subsequent estimated processing fee within 30 days of the date the bill for the fee was issued. The Forest Service shall not initiate processing the application until the initial estimated processing fee is paid. If the applicant fails to pay the initial or any subsequent estimated processing fee or the fee is late, the Forest Service shall cease processing the application until the fee is paid.

5. Statement of Costs. The Forest Service shall annually report costs incurred for processing the application by providing a financial statement from the agency's accounting system to the applicant.

6. Underpayment. When the estimated processing costs are lower than the final processing costs for the applications, the applicant shall pay the difference between the estimated and final processing costs within 30 days of billing.

7. Overpayment. If payment of the processing fee exceeds the Forest Service's final processing costs for the applications, the Forest Service shall either (a) refund the excess payment to the applicant or, (b), at the applicant's request, shall credit it towards monitoring fees due.

8. Disputes

a. If the applicant disagrees with the processing fee category assigned for a minor category or, in the case of a major processing category, with the estimated dollar amount of the processing costs, the applicant may submit a written request before the disputed fee is due for substitution of an alternative fee category or alternative estimated costs to the immediate supervisor of the authorized officer who determined the fee category or estimated costs. The written request must include supporting documentation.

b. If the applicant pays the full disputed processing fee, the Forest Service shall continue to process the applications during the supervisory officer's review of the disputed fee, unless the applicant requests that the application processing cease.

c. If the applicant fails to pay the full disputed processing fee, the Forest Service shall suspend further processing of the application pending the supervisory officer's determination of an appropriate processing fee and the applicant's payment of that fee.

d. The authorized officer's immediate supervisor shall render a decision on a disputed processing fee within 30 calendar

days of receipt of the written request from the applicant. The supervisory officer's decision is the final level of administrative review. The dispute shall be decided in favor of the applicant if the supervisory officer does not respond to the written request within 30 days of receipt.

9. Lack of Administrative Appeal. A decision by an authorized officer to assess a processing fee or to determine the fee category or estimated costs is not subject to administrative appeal. A decision by an authorized officer's immediate supervisor in response to a request for substitution of an alternative fee category or alternative estimated costs likewise is not subject to administrative appeal.

10. Amendment. Modifications to this agreement shall be made in writing and shall be signed and dated by both parties.

11. Expiration and Termination. This agreement expires on 12/31/2023. Either party, in writing, may terminate this agreement in whole or in part at any time before it expires. The applicant is responsible for all Forest Service costs covered by this agreement that are incurred up to the date of expiration or termination.

12. Principal Point of Contact. The Forest Service and the applicant shall each establish a principal point of contact for purposes of this agreement.

The Forest Service's contact is Bridget Roth, Public Services Staff, 928-527-3470.

The applicant's contact is Charity Lee, Real Estate Manager, 928- 213-2072.

PART II - MONITORING FEES

B. BASIS FOR MONITORING FEES

1. Minor Category Authorizations. For minor category authorizations, the Forest Service shall assess the applicant a monitoring fee based upon the estimated time needed for Forest Service monitoring to ensure compliance with the authorization during construction or reconstruction of temporary or permanent facilities and rehabilitation of the construction or reconstruction site. The assessed monitoring fee for minor categories will be taken from the applicable fee schedule.

2. Major Category Authorizations. For major category authorizations, the Forest Service shall assess the applicant a monitoring fee based upon the agency's estimated full actual costs to ensure compliance with the terms and conditions of the authorization during all phases of its term, including but not limited to monitoring to ensure compliance with the authorization during the construction or reconstruction of temporary or permanent facilities and rehabilitation of the construction or reconstruction site.

C. AGREEMENT

In consideration of the foregoing, the parties agree as follows:

1. Scope of Work. The Forest Service shall develop a scope of work for monitoring the authorizations and an estimate of the agency's costs to monitor the authorizations, which will be incorporated into this agreement as Appendix D. This scope of work shall report direct costs in categories that correspond to those in the agency's accounting system, e.g., job code, personnel compensation based upon the cost to the government (salary and benefits), travel, and other direct services, materials, and supplies. In addition, the scope of work shall include the agency's indirect costs based upon the approved annual indirect cost rate. Classification of costs as direct or indirect shall be in accordance with the published Forest Service budget for the applicable fiscal year.

2. Billing. The Forest Service shall bill the applicant prior to commencement of construction, reconstruction, rehabilitation, or any other activity subject to a monitoring fee. The applicant shall pay the initial estimated monitoring fee of $ ____ before or at the same time the authorization is issued and a subsequent monthly or quarterly estimated monitoring fee of $ _____, for a total of $_____. The bill for initial estimated monitoring fee is attached.

3. Payment. The applicant shall pay the initial estimated monitoring fee and any subsequent estimated monitoring fees within 30 days of the date the bill for the fee is issued. The Forest Service shall not initiate monitoring the authorization until the estimated monitoring fee is paid. If the applicant fails to pay the initial or any subsequent estimated monitoring fee or the fee is late or fees due become delinquent, the Forest Service shall not issue the authorization or shall suspend or revoke the authorization in whole or in part.

4. Statement of Costs. The Forest Service shall annually report costs incurred for monitoring the authorizations by providing a financial statement from the agency's accounting system to the applicant.

5. Underpayment. When the estimated monitoring costs are lower than the final monitoring costs for the authorizations, the applicant shall pay the difference between the estimated and final monitoring costs within 30 days of billing.

6. Overpayment. If payment of the monitoring fee exceeds the Forest Service's final monitoring costs for the authorizations, the Forest Service shall either (a) adjust the next periodic payment to reflect the overpayment or (b) refund the excess payment to the applicant.

7. Disputes

a. If the applicant disagrees with the monitoring fee category assigned for a minor category or, in the case of a major monitoring category, with the estimated dollar amount of the monitoring costs, the applicant may submit a written request before the disputed fee is due for substitution of an alternative fee category or alternative estimated costs to the immediate supervisor of the authorized officer who determined the fee category or estimated costs. The written request must include supporting documentation.

b. If the applicant pays the full disputed monitoring fee, the Forest Service shall issue the authorizations and/or allow the use and occupancy to continue during the supervisory officer's review of the disputed fee, unless the applicant elects not to exercise the authorized use and occupancy of National Forest System lands during the review period.

c. If the applicant fails to pay the full disputed monitoring fee, the Forest Service shall not issue the applicant an authorization for any new uses or shall suspend or revoke the applicant's existing authorization in whole or part pending the supervisory officer's determination of an appropriate monitoring fee and the applicant's payment of that fee.

d. The authorized officer's immediate supervisor shall render a decision on a disputed monitoring fee within 30 calendar days of receipt of the written request from the applicant. The supervisory officer's decision is the final level of administrative review. The dispute shall be decided in favor of the applicant if the supervisory officer does not respond to the written request within 30 days of receipt.

8. Lack of Administrative Appeal. A decision by an authorized officer to assess a monitoring fee or to determine the fee category or estimated costs is not subject to administrative appeal. A decision by an authorized officer's immediate supervisor in response to a request for substitution of an alternative fee category or alternative estimated costs likewise is not subject to administrative appeal.

9. Amendment. Modifications to this agreement shall be made in writing and shall be signed and dated by both parties.

10. Expiration and Termination. This agreement expires on 12/31/2023. Either party, in writing, may terminate this agreement in whole or in part at any time before it expires. The applicant is responsible for all Forest Service costs covered by this agreement that are incurred up to the date of expiration or termination.

11. Principal Point of Contact. The Forest Service and the applicant shall each establish a principal point of contact for purposes of this agreement.

The Forest Service's contact is name, title and telephone number. Same as for processing above.

The applicant's contact is name, title and telephone number. Same as for processing above.

This agreement is accepted subject to all its terms and conditions.

_____	_____
City of Flagstaff	Date

_____ Laura Jo West Forest Supervisor, Coconino National Forest USDA, Forest Service	_____ Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

APPENDIX A

Applications and Authorizations Subject to this Agreement

Applications

Sheeps FUTS Trail

Old Walnut Canyon Road Easement

Lake Mary Communication Tower

Cinder Lake Landfill Road and utilities

Old Route 66 Road Easement

Red Gap Pipeline

Authorizations

Amendments and monitoring of the Master Permit for water facilities.

Monitoring of other projects under City of Flagstaff authorizations.

APPENDIX B

Scope of Work

NEPA and permitting of smaller projects, including preparation of reports, documents. Includes transfer of remaining funds from the existing agreement #14MJ11030405481 which expires December 31, 2018 and indirect costs of 10%. Activities under this agreement including monitoring of existing permitted areas including review of work on existing facilities when maintenance needs to occur to comply with laws and regulations.

Small projects including:

Sheep Crossing FUTS Trail

Old Walnut Canyon Easement

Red Gap Pipeline Geotech

Lake Mary Communication Site

Old Route 66 Easement

Total Costs estimated for these: $19,362

Indirect costs 10% : 1936

Total: $21,298

Cinder Lake Landfill project including NEPA oversight:

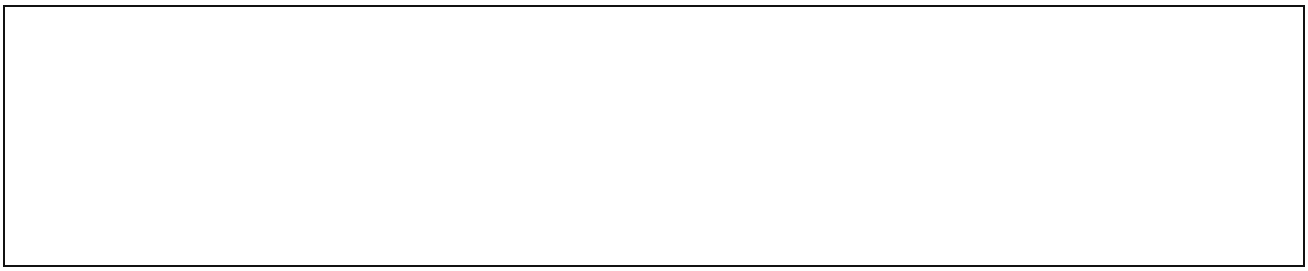
Costs: $19,782
Indirect costs 10%: $1,978

Total Costs: $21,760

Existing archeological review of water systems in the Inner Basin

Red Gap Pipeline NEPA is not yet estimated as there is not a firm application submitted to the Forest Service.

Other projects to be estimated, added to the project list and additional collections can done as needed through amendment to this agreement. Different job codes can be created to separate expenditures for projects.



8. G.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Charity Lee, Real Estate Manager
Date:	06/12/2019
Meeting Date:	06/18/2019

TITLE:

Consideration and Adoption of Ordinance 2019-23: An ordinance of the Flagstaff City Council authorizing the transfer of real property along Arizona Highway 180/Humphreys Street from Route 66 to Aspen Avenue to the Arizona Department of Transportation for right-of-way purposes; delegating authority and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the June 18, 2019 Council Meeting:

1) Read Ordinance No. 2019-23 by title only for the first time
2) City Clerk reads Ordinance No. 2019-23 by title only (if approved above)

At the July 2nd, 2019 Council Meeting:

3) Read Ordinance No. 2019-23 by title only for the final time
4) City Clerk reads Ordinance No. 2019-23 by title only (if approved above)
5) Adopt Ordinance No. 2019-23

Executive Summary:

Arizona Department of Transportation (ADOT) is working with the City to mitigate the traffic congestion issues along Highway 180 and has requested the City transfer a portion of its property at 211 West Aspen Avenue from Route 66 to Aspen Avenue and transfer a portion of right-of-way adjacent to 175 W. Aspen Avenue and 100 N. Humphreys Street. This right-of-way was acquired in 2017 from the developers of the Marriott Residence Inn for the purpose of future dedication to ADOT in anticipation of the future widening of Humphreys Street.

Council's approval is contingent upon final construction plans remaining consistent with the Engineering Section's understanding of the project design and acceptable mitigation of impacts to drainage features and handicapped access as determined by the City Engineer. Contingent approval will aid in the delivery of the improvements by ADOT for next construction season.

*****PowerPoint presentation has been attached*****

Financial Impact:

The City paid the Marriott $150,000 for land adjacent to the Marriott (2,209 square feet x $67.90/sq.ft.) to accommodate the proposed widening of Humphreys Street.

The City land adjacent to City Hall needed to accommodate the proposed widening of Humphreys Street, has an estimated value of $203,712.09 (approximately 3,000 square feet x $67.90/sq.ft.).

The total estimated value of City property is $353,712.09.

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:

Yes, February 2, 2016, Council adopted Ordinance No. 2016-03 authorizing the acquisition of certain real property adjacent to the Marriott Residence Inn site as a public right-of-way for the possible widening of Humphreys Street between Route 66 and Cherry Avenue.

Options and Alternatives:

1) Grant City property to ADOT for public right-of-way purposes to improve traffic congestion.
2) Do not grant City property to ADOT, and re-direct staff on how to improve traffic congestion along the Highway 180/Humphreys Street corridor.
3) Require ADOT to pay fair compensation for City property, which may have the effect of postponing the project.

Background/History:

Highway 180/Humphreys Street is a heavily traveled corridor. The City of Flagstaff has received numerous complaints from the citizens about traffic congestion traveling northbound and southbound along the corridor. The City partnered with the Flagstaff Metropolitan Planning Organization (FMPO) to complete a Winter Traffic Study and the Milton Road Alternative Operations Analysis. Both studies noted the intersection of Highway 180 and Route 66 are a major contributor to traffic congestion. Arizona Department of Transportation (ADOT) is working with the City to mitigate these traffic congestion issues and has requested additional right-of-way from the City to construct a right turning lane to improve the flow of traffic.

Key Considerations:

Transferring the real property to ADOT allows for the widening of Hwy 180/Humphreys Street between Route 66 and Aspen Avenue which will help to mitigate traffic congestion in the area.

The Engineering Section will continue to work with ADOT to ensure that all impacts to City Hall and Wheeler Park are properly mitigated and the final improvements are consistent with those represented herewith.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Improve traffic congestion.

Community Involvement:

Consult - The public was involved during the FMPO's Winter Traffic Study. The community also had an opportunity to make comment during the Council's approval of the Marriott's Development Agreement.

Attachments: Ord. 2019-23
Exhibit A
Exhibit B
Presentation

ORDINANCE NO. 2019-23

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING TRANSFER OF REAL PROPERTY ALONG ARIZONA HIGHWAY 180/HUMPHREYS STREER FROM ROUTE 66 TO ASPEN AVENUE TO THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR RIGHT-OF-WAY PURPOSES; DELEGATING AUTHORITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff desire to transfer certain real property to the Arizona Department of Transportation ("ADOT") for public right-of-way purposes, specifically the widening of Humphreys Street between Route 66 and Aspen Avenue; and

WHEREAS, pursuant to Article VII, Section 5 of the Flagstaff City Charter, the Council shall by ordinance provide for acquisition, sale, or exchange of public real property.

ENACTMENTS:

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

SECTION 1: In General.

The City Council hereby authorizes the transfer of certain real property located along the east side of Humphreys Street (adjacent to the Marriott Residence Inn), as legally described and depicted in the attached Exhibit A, to the Arizona Department of Transportation by Quit Claim Deed for public right-of-way purposes.

The City Council hereby authorizes the transfer of certain real property located along the west side of Humphreys Street (adjacent to City Hall), as depicted in the attached Exhibit B, to the Arizona Department of Transportation by Quit Claim Deed for public right-of-way purposes; provided, however, transfer is contingent upon City Engineer review and approval of the final legal descriptions.

The City Council hereby authorizes the grant of temporary construction easements for the purposes of widening Humphreys Street; provided, however, the grant is contingent upon City Engineer approval of the final locations.

In consideration for the transfers of real property interests approved herein, and other valuable consideration or public benefit, the Arizona Department of Transportation shall widen Humphreys Street as part of an ADOT project anticipated to be commence in FY19-20, and such project shall include complete street improvements, including restoration of any affected adjacent properties to good condition following completion of the project.

The Quit Claim Deed and Temporary Construction Easements shall be in a form approved by the City Real Estate Manager and City Attorney.

SECTION 2: Delegation of Authority.

The Mayor is authorized to execute all documents approved herein. The City Manager, the City Attorney, the City Clerk, the Finance Director, the City Real Estate Manager, or other employees or agents as deemed necessary, are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this ordinance.

SECTION 3: 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 2nd day of July, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Attachments:
Exhibit A
Exhibit B

EXHIBIT A

The following is a description of a parcel of land, being a portion of Lot 12 of Block 2A of The Townsite of Flagstaff, File 1 Map 1 and Book 1 Page 16, Coconino County Records, situate in the SE¼ section 16, Township 21 North, Range 7 East, G.& S.R.M., Flagstaff, Coconino County, Arizona being more particularly described as follows:

The westerly 8 feet of said Lot 12

Said parcel of land contain 1,105 sq. ft. of land more or less as shown on Exhibit B which by this reference is made a part hereof

Right-of-Way Dedication



Mogollon Engineering and Surveying, Inc.
411 W. Santa Fe Ave. Flagstaff, AZ 86001- P.O.-Box 1952 Flagstaff, AZ 86002-mogollon99@aol.com- 928-214-0214

EXHIBIT A

The following is a description of a parcel of land, being a portion of Lot 13 of Block 1A of The Townsite of Flagstaff, File 1 Map 1 and Book 1 Page 16, Coconino County Records, situate in the SE¼ section 16, Township 21 North, Range 7 East, G.& S.R.M., Flagstaff, Coconino County, Arizona being more particularly described as follows:

The westerly 8 feet of said Lot 13

Said parcel of land contain 1,104 sq. ft. of land more or less as shown on Exhibit B which by this reference is made a part hereof

Right-of-Way Dedication



Expires: 3/31/16

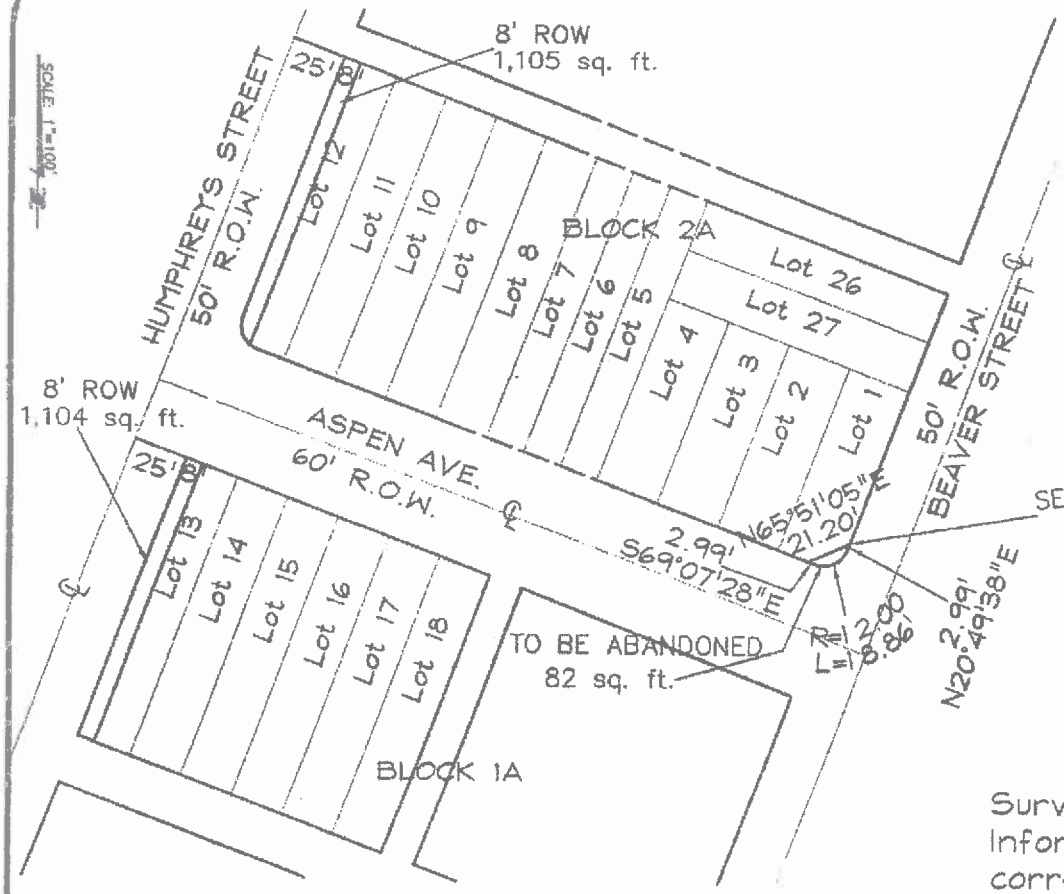
Mogollon Engineering and Surveying, Inc.
411 W Santa Fe Ave. Flagstaff, AZ 86001- P.O.-Box 1952 Flagstaff, AZ 86002-mogollon99@aol com- 928-214-0214

RIGHT-OF-WAY MAP

FOR

MARRIOTT RESIDENCE INN

LOT 1 AND 12 BLOCK 2A AND LOT 13 BLOCK 1A, FLAGSTAFF TOWNSITE, FILE 1 MAP 1, COCONINO COUNTY RECORDS LOCATED IN SECTION 16, T 21 N, R 7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed 12-22-15
ARIZONA U.S.A.
Expires on 3/31/18

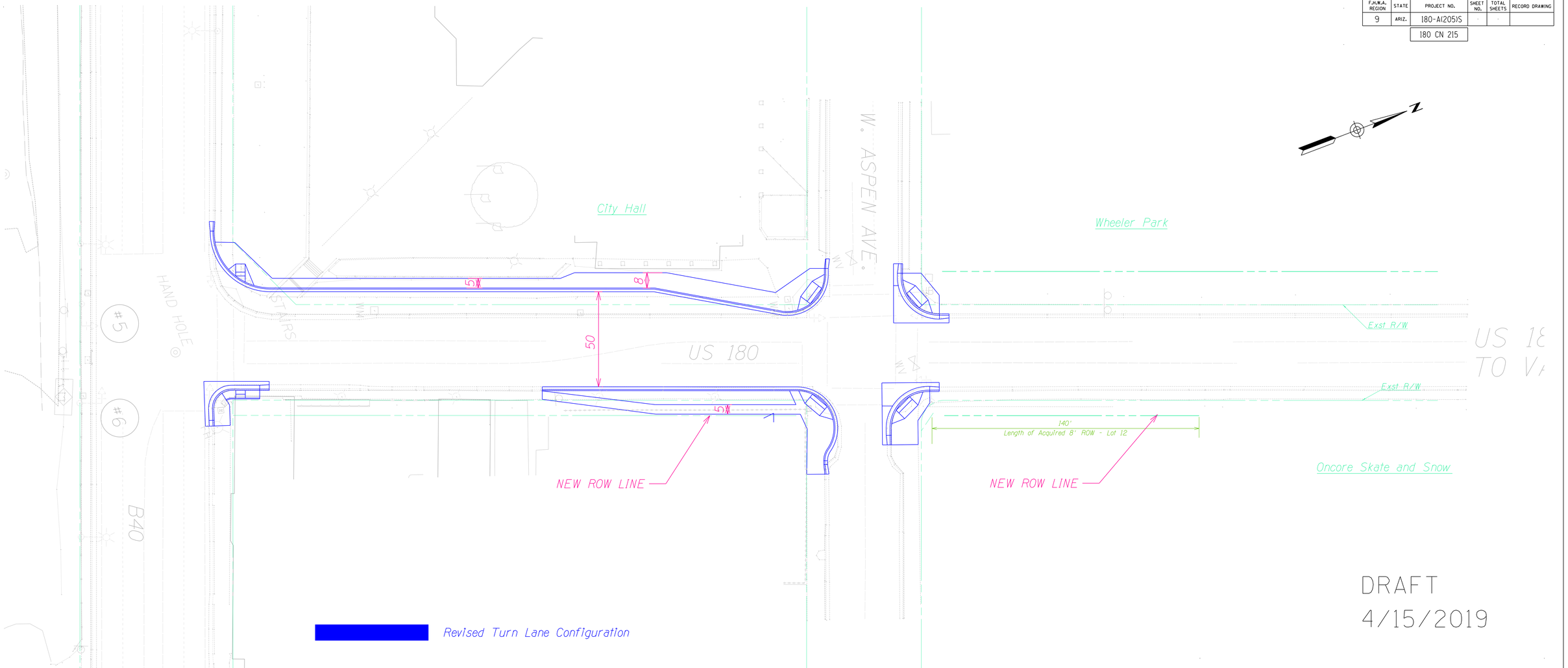
Survey was performed in June of 2015. Information shown hereon is true and correct to the best of my knowledge.

HORIZONTAL SCALE: 1"=80'
VERTICAL SCALE:
DESIGNED/DRAWN BY:
PROJECT NO. 14138
DATE: 12/21/15

Mogollon Engineering & Surveying Inc
411 W. Santa Fe Avenue
Flagstaff, Az. 86001
Phone: 928-214-0214 • MogollonFF@cal.com

EXHIBIT B
MARRIOTT RESIDENCE INN
DEDICATION AND ABANDONMENT

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	RECORD DRAWING
9	ARIZ.	180-A(205)S	-	-	
		180 CN 215			



DRAFT
4/15/2019

	NAME	DATE
DESIGN	AMT	05/19
DRAWN	CADD	05/19
CHECKED	JMB	05/19

HDR INC
20 E. THOMAS ROAD
SUITE 2000
PHOENIX, AZ 85012-0118
TEL (602) 522-7700

ARIZONA DEPARTMENT OF TRANSPORTATION
INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION
ROADWAY DESIGN SERVICES

ASPEN TURN LANE
COMPARISON LAYOUT
SR40B TO BIRCH

PRELIMINARY
STAGE III
Review
NOT FOR
CONSTRUCTION
OR RECORDING

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

ROUTE	LOCATION
US 180	SR 40B - ASPEN AVENUE TURN LANES

DWG NO. -

TRACS NO. F0060 01D | 180-A(205)S | ___ OF ___

FILE NAME: c:\pwworking\west01\d1107129\F0060_UltimateComparison.dgn PLOT DATE: Apr. 15, 2019 TIME: 2:55:46 PM PLOT SCALE: 1:12.2222 PLOT BY: ATILLEY

SURVEY NO. | FINISHED PLANS- | REVISIONS- | LOCATION- | DATE- | SURVEY NO. | FINISHED PLANS- | REVISIONS- | LOCATION- | DATE-

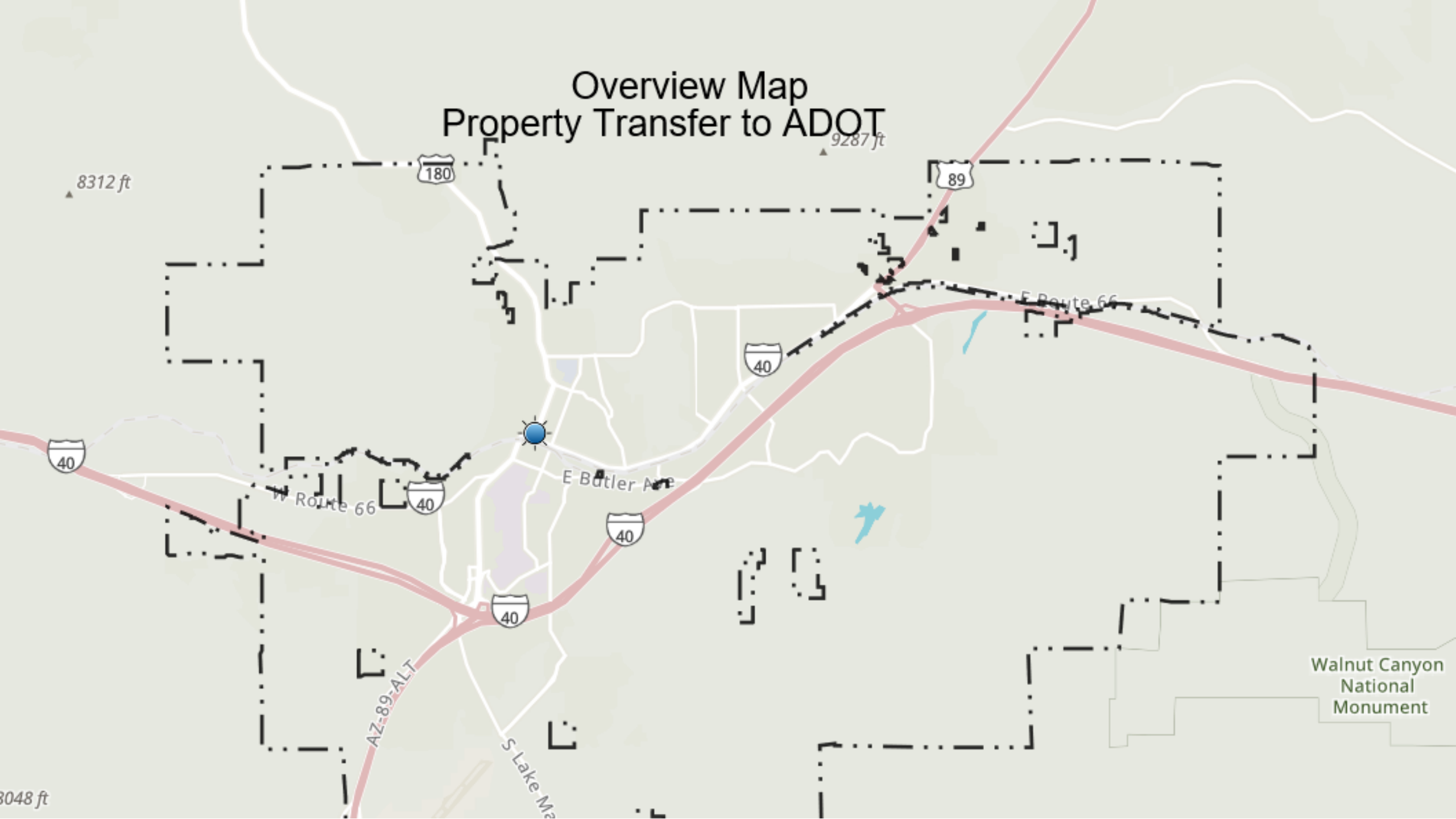
2:55:46 PM c:\pwworking\west01\d1107129\F0060_UltimateComparison.dgn

Transfer of City Property and Right-of-Way to ADOT

June 18, 2019

Charity Lee-Real Estate Manager

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER


Overview Map
Property Transfer to ADOT
8312 ft
9287 ft
180
89
40
E Route 66
E Butler Ave
W Route 66
AZ-89-ALT
Walnut Canyon
National
Monument

Background/History

- Highway 180/Humphreys Street is a heavily traveled corridor.
- City has received numerous complaints from the citizens about traffic along the corridor.
- Winter Congestion Study and Urban Mobility Study by FMPO identified corridor to be a major contributor to traffic congestion.
- City and ADOT working to mitigate the traffic congestion.

Property Transfer

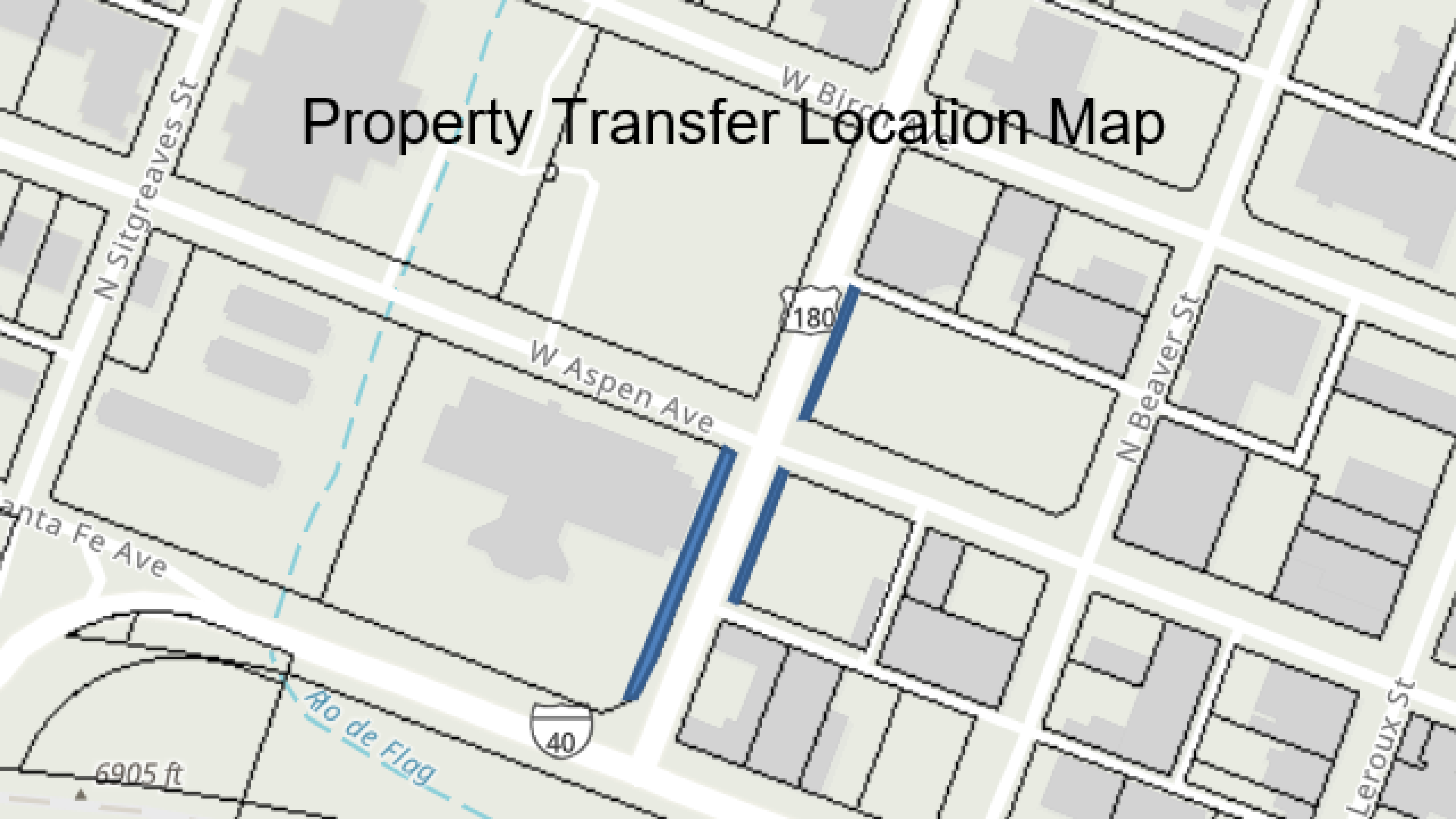
- ADOT needs property from the City of Flagstaff at 211 W. Aspen Avenue to construct right turn lane.

- Right turn lane will help with the flow of traffic on Highway 180/ Humphreys Street.

- Construction planned for 2020.

Background/History

- ADOT is also requesting the City transfer right-of-way that was acquired in 2017 from the developers of the Residence Inn by Marriot.
- Right-of-way was acquired for the future widening of Humphreys Street.
- City paid the developer $150,000 for the right-of-way.
- Total estimated of value of City property and right-of-way is $354,000.


Property Transfer Location Map
W Birch Ave
N Sitgreaves St
W Aspen Ave
180
N Beaver St
nta Fe Ave
40
Rio de Flag
6905 ft
Leroux St

Council Options and Alternatives

1. Grant City property to ADOT for public right-of-way to improve traffic congestion.

2. Do not grant City property to ADOT, and re-direct staff.

3. Require ADOT to pay fair compensation for City property. (could effect the construction timing of the project)

Questions

?

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	David Wessel, Metro Planning Org Manager
Co-Submitter:	Stacey Brechler-Knaggs
Date:	06/12/2019
Meeting Date:	06/18/2019

TITLE:

Consideration and Approval of Resolution No. 2019-23: A resolution of the Flagstaff City Council approving Grant Agreement GRT-19-0007314-T between the State of Arizona and the City of Flagstaff acting on behalf of the Flagstaff Metropolitan Planning Organization (FMPO) regarding work project implementation. (Annual Update of FMPO Grant Agreement)

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-23 by title only
2) City Clerk reads Resolution No. 2019-23 by title only (if approved above)
3) Adopt Resolution No. 2019-23

Executive Summary:

IGA/JPA GRT-19-0007314-T acknowledges the roles and responsibilities of the City of Flagstaff as fiscal agent for the Flagstaff Metropolitan Planning Organization (FMPO) including procedures for invoicing.

The Grant Agreement recognizes the FMPO in the provision of regional transportation planning and programming in accordance with federal mandates and authorizes the Arizona Department of Transportation to provide federal transportation planning and construction funds for those purposes.

This Grant Agreement acknowledges the new work program for FY20 as the approved tasks to be implemented, invoiced and reimbursed.

Financial Impact:

FMPO brings in about $270,000 in federal planning funds and $430,000 in general construction funds on an annual basis. Failure to approve the amendment will de-fund the FMPO and essential services in transportation modeling, trails planning, and more will fall to City staff. Loss of the FMPO will result in the City's loss of eligibility for federal transportation construction funds including any grants for which it might apply.

Policy Impact:

No impact to current policy.

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.

REGIONAL PLAN:
LU.7. Provide for public services and infrastructure.
LU.12. Accommodate pedestrians, bicyclists, transit riders, and private cars to supplement downtown's status...
T.1. Improve mobility and access throughout the region.
T.2. Improve transportation safety and efficiency for all modes.
T.3. Provide transportation infrastructure that is conducive to conservation, preservation, and development goals to avoid, minimize, or mitigate impacts on the natural and built environment.
T.4. Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.
T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.
T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.
T.7. Provide a high-quality, safe, convenient, accessible public transportation system, where feasible, to serve as an attractive alternative to single-occupant vehicles.
T.8. Establish a functional, safe and aesthetic hierarchy of roads and streets.
T.9. Strengthen and support rail service opportunities for the region's businesses and travelers.
T.10. Strengthen and expand the role of Flagstaff Pulliam Airport as the dominant hub for passenger, air freight, public safety flights, and other services in northern Arizona.
T.11. Build and sustain public support for the implementation of transportation planning goals and policies including the financial underpinnings of the Plan, by actively seeking meaningful community involvement.

Has There Been Previous Council Decision on This:

Yes. This is an annual Grant Agreement and/or update process for FY20. Last year the Council adopted an amendment one to the Intergovernmental Agreement/Joint Project Agreement.

Background/History:

The FMPO has been in place since 1996. It started with an intergovernmental agreement between the City, County, and State. More recently, an Intergovernmental Agreement (IGA) between the City and County establishes the FMPO and this Grant Agreement establishes the FMPO relation to the State. The City is acknowledged as the host agency for the FMPO and acts on its behalf.

Key Considerations:

The FMPO Executive Board adopted the work program referenced by this Grant Agreement on June 5, 2019, after a 30-day public comment period and recommendation from the FMPO Technical Advisory Committee.

Expanded Financial Considerations:

The City currently provides $22,500 annually in transportation sales tax funding to the FMPO and supports part of the multi-modal planner position through the transportation sales tax. This funding is used to match federal grant funds and to provide trail planning and project delivery services for the City.

Community Benefits and Considerations:

The FMPO provides high-quality transportation planning for the region and is respected across the state and nation. Approval of this amendment will assure the continuation of those services.

Community Involvement:

Consult: a 30-day public comment period on the work program was provided. The work program seeks to advance the regional transportation plan that enjoyed considerable public involvement. FMPO committee and board meetings are open to the public.

Expanded Options and Alternatives:

1. Approve the Grant Agreement as presented. Staff recommendation.
2. Amend the Grant Agreement. Not recommended. The staff is not aware of the changes necessary to make the relationship with ADOT more effective.
3. Deny the Grant Agreement. Not recommended. This effectively defunds the FMPO and makes the City and region ineligible for federal transportation funds. Several projects could be discontinued and future funding would not be available.

Attachments: Agreement
Res. 2019-23
FY20 Work Program

DocuSign Envelope ID: 67052CD3-B00E-4905-87A0-90C7F6D078FC

CAR Agreement Number	**GRT-19-0007314-T**
AG Contract Number	**P0012017003762**
AFIS Major Program Number	**PFM19**
Program/Phase Number(s)	**Refer to WP Award Letter(s)**
AFIS Payment Number and Address Code	**IV0000002739 I0003**
Dun & Bradstreet (DUNS) Number	**088302625**
SAM.GOV CAGE Code	**3KLU3**
Description	**Planning Organization Agreement for Work Program Implementation**
AFIS GAE Number	**Refer to WP Award Letter(s)**

GRANT AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION

THIS AGREEMENT, established pursuant to Arizona Revised Statutes (A.R.S.), § 28-401, § 28-334, § 28-367et seq., is entered into _____, between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, herein referred to as ADOT; and the FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION (FMPO) herein referred to as the MPO or SUBRECIPIENT. ADOT and the MPO are collectively referred to as the "Parties", and individually as ADOT, MPO, and "Party".

RECITALS

1) To ensure a continuing, cooperative, and comprehensive transportation planning process that involves cooperation/coordination between the MPO and ADOT through the sharing of information.

2) The Metropolitan Planning Organization (MPO) and its boundaries were designated pursuant to the requirements of Title 23, Section 134 of the United States Code (23 U.S.C. 134) and Title 23, Section 450 of the Code of Federal Regulation (23 CFR 450 et seq.).

3) The MPO is charged with the responsibility of carrying out transportation planning and programming processes that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and supports metropolitan community development and social goals.

4) ADOT is a State Transportation Agency pursuant to Title 23, Section 134 of the United States Code (23 U.S.C. 134) and Title 23, Section 450 of the Code of Federal Regulation (23 CFR 450). ADOT is the direct recipient of federal apportioned and grant funds from Federal Highway Administration (FHWA) funds including but not limited to: State Planning and Research (SPR) funds, Metropolitan Planning Funds (PL), Surface Transportation Block Grant (STBG) funds; and from Federal Transit Administration (FTA) funds including but not limited to: apportioned funds per United States Code (49 U.S.C. 5303), 5310 Program funds, 5311 Program funds; and other federal and state funds over which ADOT has fiduciary responsibility. ADOT provides all or part of those funds to SUB-RECIPIENTS for the purpose of performing the Work Program, purposes identified in the Scope of this Agreement, and/or as identified for other specific projects. The Catalog of Federal Domestic Assistance (CFDA) numbers are provided below for funds commonly awarded to ADOT as a direct recipient and for which ADOT often passes on all or part of those funds to SUB-RECIPIENTS; this list is not all-inclusive and does not limit use of other funds under this Agreement.

DocuSign Envelope ID: 67052CD3-B00E-4905-87A0-90C7F6D078FC

Catalog of Federal Domestic Assistance (CFDA)			
CFDA Number	Agency	Grant Program	Title
20.205	FHWA	all	Highway Planning and Construction
20.505	FTA	5304/5305	Metropolitan Transportation Planning
20.513	FTA	5310	Capital Assistance Program for Elderly Persons and Persons with Disabilities
20.509	FTA	5311	Formula Grants for Other Than Urbanized Areas

5) ADOT is authorized to allocate said funds for all Planning Organizations throughout the State of Arizona.

6) The MPO is to be the sub-recipient of Metropolitan Planning Funds (PL Funds) authorized under 23 U.S.C. 104 (f) and 49 U.S.C. 5305 to carry out the provisions of 23 U.S.C. 134/49 U.S.C. 5303. The MPO is responsible for performing relevant responsibilities of the regulations and relevant programmatic requirements established by the funding source or by ADOT.

7) In accordance with 2 CFR 200.328, ADOT shall monitor all activities performed by its staff or by sub-recipients of FHWA and FTA funds to assure that the work is being managed and performed satisfactorily and that time schedules are being met.

8) ADOT has primary responsibility for administering FHWA and FTA funds allocated to the MPO and ensuring that such funds are expended for eligible costs, purposes, and activities in accordance with 23 CFR 420.113, that are allowable per 2 CFR 200 et seq., as adopted or otherwise modified pursuant to 2 CFR 1201 and that are within the MPO planning boundaries.

9) ADOT has primary responsibility for administering State Highway User Revenue Funds pursuant to A.R.S. 28.6993(G). In the event that the MPO is to be the recipient of HURF funds, the MPO is responsible for performing relevant responsibilities of the regulations and relevant programmatic requirements established by the funding source, by ADOT, and/or ADOT Policy and Procedure FIN-5.01 HURF Exchange Program.

10) 23 CFR 450.314 requires that ADOT and the MPO enter into an agreement clearly identifying the responsibilities for cooperatively carrying out the Metropolitan Planning Process and accomplishing the transportation planning requirements of state and federal law (including but not limited to corridor and subarea studies pursuant to 23 CFR 450.318).

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

DocuSign Envelope ID: 67052CD3-B00E-4905-87A0-90C7F6D078FC

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	(c) Performance Provisions and HPMS Data Collection
	(d) Requirements for Pass-Through
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Section 3.0	**WORK PROGRAM APPROVAL AND TIMELINES**
Section 4.0	**RIGHTS OF REVIEW**
Section 5.0	**ACCOUNTING RECORDS**
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	(b) Funds Received or Made Available for the Work Program
	(c) Costs Incurred for the Project
	(d) Documentation of Work Program Costs
	(e) Documentation of Matching Funds
	(f) Checks, Orders, and Vouchers
	(g) Indirect Costs
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	(b) Federally funded
	(c) Other audit requirements
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	(b) ADOT's Obligations
	(c) Disallowed Costs
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SECTION NUMBER	SECTION TITLE
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Section 23.0	ANTI-LOBBYING
Section 24.0	ENERGY CONSERVATION
Section 25.0	ENVIRONMENTAL PROTECTION
Section 26.0	DRUG FREE WORKPLACE
Section 27.0	TRANSPARENCY ACT
Section 28.0	FTA CERTIFICATIONS AND ASSURANCES
Section 29.0	RESPONSIBILITIES OF THE FISCAL AGENT
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DEFINITIONS

TERM	DEFINITION
Administrative modification (23 CFR 450.104)	A minor revision to a long-range statewide or metropolitan transportation plan, TIP, or STIP that includes minor changes to project/project phase costs, minor changes to funding sources of previously included projects, and minor changes to project/project phase initiation dates. An administrative modification is a revision that does not require public review and comment, a re-demonstration of fiscal constraint, or a conformity determination (in nonattainment and maintenance areas).
ADOT	Arizona Department of Transportation
Allocation	Funds described by the awarding Federal Agency as authorized for ADOT award or expenditure for a particular purpose and the portioned amount granted to the recipient of this Agreement by ADOT for the purpose described by the Agreement. Allocated funds are not available for use until obligated with and approved by the Federal awarding agency.
Amendment: Program/Projects (23 CFR 450.104) and Budget Revisions (2 CFR 200.308)	A revision to a long-range statewide or metropolitan transportation plan, TIP, or STIP that involves a major change to a project included in a metropolitan transportation plan, TIP, or STIP, including the addition or deletion of a project or a major change in project cost, project/project phase initiation dates, or a major change in design concept or design scope (e.g., changing project termini or the number of through traffic lanes or changing the number of stations in the case of fixed guide way transit projects). Changes to projects that are included only for illustrative purposes do not require an amendment. An amendment in this case is a revision that requires public review and comment and a re-demonstration of fiscal constraint. If an amendment involves "non-exempt" projects in nonattainment and maintenance areas, a conformity determination is required. ADOT extends the same term "Amendment" to major changes to the annual Work Program Budget or Plan. A modification to the Work Program that involves a major change to a project, project costs, initiation dates, design concept or scope, or a change that adds or deletes projects, or is otherwise stipulated as a change requiring approval under 2 CFR 200.308 shall be considered an Amendment for purposes of this Agreement.
Asset management (23 CFR 450)	A strategic and systematic process of operating, maintaining, and improving physical assets, with a focus on engineering and economic analysis based upon quality information, to identify a structured sequence of maintenance, preservation, repair, rehabilitation, and replacement actions that will achieve and sustain a desired state of good repair over the lifecycle of the assets at minimum practicable cost.
BECO	ADOT's Business Engagement and Compliance Office
CFR	Code of Federal Regulations available at http://ecfr.gov
CMAQ	Congestion Mitigation Air Quality Improvement funds
COG	Councils of Government
Cognizant Agency	Cognizant agency for audit: The Federal agency designated to carry out the responsibilities described in 2 CFR 200.513 Responsibilities, paragraph (a). The cognizant agency for audit is not necessarily the same as the cognizant agency for indirect costs. A list of cognizant agencies for audit may be found at the Federal Audit Clearinghouse Web site. Cognizant agency for indirect costs: The Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under this 2 CFR 200 on behalf of all Federal agencies. The cognizant

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TERM	DEFINITION
	agency for indirect cost is not necessarily the same as the cognizant agency for audit. For assignments of cognizant agencies see the following: (a) For IHEs: Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), paragraph C.11. (b) For nonprofit organizations: Appendix IV to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, paragraph C.12. (c) For state and local governments: Appendix V to Part 200—State/Local Governmentwide Central Service Cost Allocation Plans, paragraph F.1. (d) For Indian tribes: Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposal, paragraph D.1.
DBE	Disadvantaged Business Enterprise
(FAC) Federal Audit Clearinghouse	Site to obtain form SF-SAC and to submit Audits. The last known website address for the FAC home page is https://harvester.census.gov/facweb.
(FAST Act) Fixing America's Surface Transportation Act	FAST Act: Fixing America's Surface Transportation Act signed December 4, 2015 (Public Law No. 114-94) provides long-term funding certainty for surface transportation infrastructure planning and investment. The FAST Act places focus on safety, keeps intact the established structure of the various highway-related programs, continues efforts to streamline project delivery, and provides a dedicated source of federal dollars for freight projects. The FAST Act, effective October 1, 2015, mandates additional requirements relevant to this Scope. The MPO shall incorporate the requirements as requested or required by ADOT or any applicable agency of the US DOT.
FHWA	Federal Highway Administration
Financial Plan (23 CFR 450)	Documentation required to be included with a metropolitan transportation plan and TIP (and optional for the long-range statewide transportation plan and STIP) that demonstrates the consistency between reasonably available and projected sources of Federal, State, local, and private revenues and the costs of implementing proposed transportation system improvements.
Fiscal Year	State Fiscal Year of July 1 through June 30 of the following calendar year
Fiscally Constrained	The metropolitan transportation plan, TIP, and STIP includes sufficient financial information for demonstrating that projects in the metropolitan transportation plan, TIP, and STIP can be implemented using committed, available, or reasonably available revenue sources, with reasonable assurance that the federally supported transportation system is being adequately operated and maintained. For the TIP and the STIP, financial constraint/fiscal constraint applies to each program year. Additionally, projects in air quality nonattainment and maintenance areas can be included in the first two years of the TIP and STIP only if funds are "available" or "committed" 23 CFR 450.104. The work program must also be fiscally constrained.
Fixed Rate Plan	Indirect Cost Plan wherein a fixed rate is agreed to in advance, based on an estimate of future costs, but not retroactively adjusted. Instead, the difference between estimated and actual costs is carried forward to future years.
FTA	Federal Transit Administration
Grantee / Subgrantee	Grantee is used interchangeably with Recipient; Subgrantee is used interchangeably with sub-recipient.
MAP-21: Moving Ahead for Progress in the 21st Century	On July 6, 2012, President Obama signed into law P.L. 112-141, the Moving Ahead for Progress in the 21st Century Act (MAP-21) as the federal funding mechanism for surface transportation programs. MAP-21 creates a streamlined, performance-based, and multimodal program to address the many challenges facing the U.S. transportation system. These challenges include improving safety, maintaining infrastructure condition, reducing traffic congestion, improving efficiency of the

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TERM	DEFINITION
	system and freight movement, protecting the environment, and reducing delays in project delivery.
Matching Funds	Monies from non-federally funded sources used for matching or cost sharing requirements as defined and allowed under 2 CFR 200.306 and 2 CFR 200 Subpart E.
Metropolitan Planning Areas	Metropolitan Planning Areas were established by the Governor of Arizona via Executive Order 70-2 dated July 8, 1970.
MPO	Metropolitan Planning Organization
Obligation	The portion of the allocated funds expected to be expended in the current federal fiscal year for the projects associated with the Agreement. If the estimate changes during the year, the amount designated as obligation with the Federal awarding agency must be adjusted and a time delay may occur for actual availability of funds for use. The obligation for the year cannot exceed the funds allocated for the agency.
OMB	Office of Management and Budget
OMB Circular	Available at http://www.whitehouse.gov/omb/circulars_default
Pass-Through Entity	A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200.74).
Performance Measure (23 CFR 490.101)	An expression based on a metric that is used to establish targets and to assess progress toward meeting the established targets (e.g., a measure for flight on-time performance is percent of flights that arrive on time, and a corresponding metric is an arithmetic difference between scheduled and actual arrival time for each flight).
Performance Metric (23 CFR 490.101)	A quantifiable indicator of performance or condition
Performance Target (23 CFR 490.101)	A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Highway Administration (FHWA).
PL	Metropolitan Planning funds
Project	The preparation and adoption of the annual Work Program for the planning area which is supported by federal funds and/or the completion of the elements defined within the Work Program.
Recipient	The agency receiving funds directly from a federal funding source. All requirements placed on the recipient by the federal awarding agency, statute, rules, or directives are passed on to the sub-recipients of that funding.
Revision	Changes that move funds around within a budget without changing scope, elements, or tasks and that do not modify the final total budget amount.
Single Audit, Scope	Any agency expending $750,000 in federal funds must be audited annually. Pursuant to 2 CFR 200.514, a single audit must be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS); cover the entire operations of the auditee or include a series of audits that cover departments, agencies, and other organizational units that expended or otherwise administered Federal awards during such audit period; and provided that each such audit must encompass the financial statements and schedule of expenditures of Federal awards for each such department, agency, and other organizational unit.
SPR	State Planning and Research funds
STBG	Surface Transportation Block Grant funds
System for Award Management (SAM) (https://www.sam.gov/SAM/)	The System for Award Management (SAM) is an official website of the U.S. government. There is no cost to use SAM. You can use this site for FREE to Register to do business with the U.S. government, Update or renew your entity registration, Check status of an entity registration, Search for entity registration and exclusion records.
(STIP) State Transportation	A statewide prioritized listing/program of transportation projects covering a

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TERM	DEFINITION
Improvement Program (23 CFR 450)	period of 4 years that is consistent with the long-range statewide transportation plan, metropolitan transportation plans, and TIPs, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53.
Sub-recipient	The legal entity to which a sub-award is made and which is accountable to the recipient for the use of the funds provided. Any person or government, department, agency, establishment, for-profit or not-for-profit (non-profit) organization that receives federal funds through ADOT.
Task	A specific task within a work element. For example: A Work Element might be "Data Collection" whereas a task under that element would be "Traffic Counting"
(TIP) Transportation Improvement Program (23 CFR 450)	A prioritized listing/program of transportation projects covering a period of 4 years that is developed and formally adopted by an MPO or MPOs as part of the metropolitan transportation planning process for the MPA, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. chapter 53.
(UPWP) Unified Planning Work Program (23 CFR 450)	A statement of work identifying the planning priorities and activities to be carried out within a metropolitan planning area. At a minimum, a UPWP includes a description of the planning work and resulting products, who will perform the work, time frames for completing the work, the cost of the work, and the source(s) of funds. (MPD uses "WP" to refer to the annually-required work program in this Agreement.)
U.S.C.	United States Code – available at: http://www.gpo.gov/fdsys/
Work Element	A broad category of work. For example: "Public Participation", "Data Collection", or "Planning" represent work elements.
(WP) Work Program / Work Plan	The annual plan developed in cooperation with ADOT that lists all planning work elements and tasks to be undertaken during a State fiscal year, together with a complete description thereof and an estimated budget.

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RESPONSIBILITY MATRIX for TIMED EVENTS

This **RESPONSIBILITY MATRIX FOR TIMED EVENTS** is provided to summarize those compliance items within the scope and/or terms and conditions in this Agreement that contains deadlines, due dates, or required-by dates; and is intended as a quick reference reminder only. In the event that a deadline, due date, or required-by date is not found within this table, the scope and/or terms and conditions in this Agreement take precedence.

Due Date	MPO	ADOT	TASK	REFERENCE
3/31	X		Complete Annual Audit of prior year & Submit Report	Section 6.0 (b) & (d)
4/1	X		Submit Annual Indirect Cost Plan	Section 5.0 (g)
4/1	X		Complete LPA DBE System Reporting	Section 12.21
5/22	X		Submit Approved WP to ADOT Regional Planner	Section 3.0
5/22	X		Submit a Funding Authorization Request Letter per funding source	Section 3.0
Prior to 6/30	X	X	Execute Amendment to Extend Agreement	Section 29.0
7/1	X	X	Close and complete prior year WP	Section 1.0
7/30	X		Submit Final Reimbursement Request (Invoice)	Section 7.0 (e)
7/30	X		Submit final Project Close-Out Letters	Section 7.0 (e)
10/1	X		Complete LPA DBE System Reporting	Section 12.21
7 Days	X		Confirm good faith by contractors or determine action required for LPA DBE system discrepancies	Section 12.10
7 Days	X		Notify the contractor within 7 days of receiving notice from ADOT BECO that a participating DBE is not meeting a Commercially Useful Function	Section 12.16
15 Days	X		Within 15 calendar days after Notice of Procurement Award, enter federally-funded contracts in the LPA DBE System.	Section 12.11
15 Days	X		Report payments to prime contractors in the LPA DBE System no later than 15 days after the end of each month	Section 12.12
30 Days	X		DBE Certification of Final Payment Forms submitted within 30 days of subcontractor work completion	Section 12.20
Last Day of Each Month	X		Monitor and enforce that contractors enter and report subcontractor payments in the LPA DBE System	Section 12.14
2 Weeks Prior to Annual WP Meeting	X		Submit WP draft to ADOT Regional Planner	Section 3.0
Monthly or Quarterly	X		Submit Invoice & Progress Report	Section 7.0 (a)(1) & (2)
Quarterly	X		Submit notice of no activity if applicable	Section 7.0 (a)(3)
Quarterly	X		Submit federal Disclosure of Lobbying Activity, Standard Form LLL if applicable	Section 23.0

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Due Date	MPO	ADOT	TASK	REFERENCE
Quarterly		X	ADOT MPD Finance shall provide a financial statement.	Section 7.0 (b)
5 Business Days of Disclosure	X		Notify ADOT of disclosed Prohibited Interest	Section 14.0
30 Days		X	Issue payment or request for additional support within 30 days of receipt of invoice	Section 7.0 (b)
30 Days	X		Comply with request for additional invoice support	Section 7.0 (b)
30 Days	X	X	Resolve Reconciliation Variances	Section 7.0 (d)
90 days of expiration or termination of grant		X	Submit all financial, performance and related reports for the MPO to the respective Federal Agency	Section 7.0 (e)
Annually		X	Submit FTA Certifications and Assurances to MPO	Section 28.0
Within 90 days of Annual Notification	X		Sign, Affirm, and Return FTA Certifications and Assurances	Section 28.0

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Section 1.0 SCOPE OF WORK

(a) **Metropolitan Transportation Planning and Programming**

The MPO shall perform designated requirements under 23 CFR 450 et seq. For example: the MPO shall develop a metropolitan transportation plan according to the requirements of 23 CFR 450.324 that includes a financial plan 23 CFR 450.324(g)(11), and shall establish a metropolitan TIP (23 CFR 450.326). The requirements under 23 CFR 450 et. seq. are incorporated herein by reference.

The MPO shall maintain an E-STIP account and submit to ADOT MPD a four-to-five year TIP of prioritized projects, approved by the MPO board, by July 1 of each year.

The MPO shall perform designated responsibilities from 23 USC et seq., 49 USC et seq., ARS 28-6993, and any other funding source when funding is allocated from such sources in the approved Work Program. By including a funding type in the Work Program budget, the MPO agrees to adhere to the requirements of each funding type and to perform all designated responsibilities of that funding type. The HURF program is provided here as an example of requirements that may exist. The HURF program derives from ARS 28-6993. However, ADOT Policy FIN-5.01 HURF Exchange Program establishes the requirements for such funding. In the event the MPO accepts an award of HURF funds or uses HURF funds as a source of funding for a project in the WP, the MPO agrees to adhere to the requirements of that policy.

The SUBRECIPIENT shall establish and maintain an entity registration on the federal System for Award Management website: https://www.sam.gov/SAM/. This registration will be used by ADOT to confirm eligibility to receive federal funds.

The MPO shall adhere to relevant requirements from the agreements between ADOT and FTA or FHWA, as modified from time-to-time, or provide ADOT with relevant information, data, or reports to aid in ADOT's compliance. The FTA Master Agreement may be located at https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements. The FHWA Stewardship Agreement may be located at https://www.fhwa.dot.gov/federalaid/stewardship.

In the event that the MPO determines that it will not follow any requirements established by optional funding sources, the MPO shall request an amendment to the Work Program to remove that funding source and/or its funded Projects. In the event reimbursements have already been issued from that funding source, 100% of those reimbursements must be returned to ADOT at the time of amendment request. The MPO may not request removal of funding sources mandated by its designation as an MPO and may not refuse to perform any associated requirements.

(b) Biennial **Work Program**

The Project under this Agreement is defined as the preparation and adoption of the biennial Work Program (WP) for the Metropolitan Planning Area which is supported by federal funds. The WP is the biennial plan developed in cooperation with ADOT and public transportation providers, that lists all planning work elements and tasks to be undertaken during a fiscal year, together with a complete description thereof, the expected start and completion dates, and an estimated budget, as required by 23 CFR 450.308.

The WP shall include the major work elements the MPO proposes to undertake. Some examples include, but are not limited to: a fiscally constrained Transportation Improvement Program (TIP), Long Range Transportation Plan, data collection for the Highway Performance Monitoring System, a Public Participation Plan, and planning studies. Additional elements related to: transit, energy, programs that encourage and promote the safe and efficient development, management, and operation of surface transportation systems to serve the mobility needs of people and freight (including accessible transportation facilities) and foster economic growth and development while

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minimizing transportation-related fuel consumption and air pollution, greenhouse gases, Title VI, and air quality should be included when federally mandated or mutually agreed upon.

The WP shall include an organizational chart describing the functional relationship of MPO Employees. Other organizational information related to member agencies, fiscal agent, legal counsel, governing committee structure, operational procedures, and bylaws shall be available to ADOT upon request.

The WP will include a detailed description of all equipment to be procured during the current period with a purchase price of $5,000 or greater. Any additional equipment of $5,000 or greater to be procured throughout the current WP period will require advanced written approval from ADOT, FHWA, and FTA.

Approval shall consist of approval of each WP by the appropriate funding agency, including ADOT, FHWA, FTA, and the MPO Governing Board. Individual work elements or tasks of the WP, although accepted by the federal funding agencies, may be subject to further applicable conditions outlined in federal statute, regulations, or guidance; state statutes, regulations, or rules; or additional guidelines or guidance provided by ADOT.

The approval for any specific WP extends for only the period for which the WP was developed in accordance with Federal requirements.

Portions of the WP not completed during the indicated fiscal year are not eligible for funding, unless specifically included as a project in the succeeding WP. Funding will be authorized on an annual basis.

The effective date of each WP will be July 1 of each year and will be in effect for a twenty-four (24) month period. Upon approval of each new WP, the previous WP shall be closed in accordance with ADOT processes.

The MPO shall commence, carry on, and complete the WP with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions hereof, and all applicable laws, including all applicable transportation planning responsibilities.

The MPO shall submit to ADOT such data, reports, records, contracts, and other documents relating to its performance as a Metropolitan Planning Organization as ADOT, the current Federal funding legislation, FHWA, and/or FTA may require.

(c) **Performance Provisions and HPMS Data Collection**

Pursuant to 23 CFR 450.314(h), the SUBRECIPIENT, the State, and providers of public transportation shall develop specific written provisions for cooperative development and sharing of information related to transportation performance data, the selection and reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the MPOs designated region, and the collection of data for the State asset management plan for the National Highway System.

ADOT acknowledges and accepts the responsibility for data accuracy and timely reporting of Highway Performance Monitoring System (HPMS) data under State Statute and Federal Regulations and Policy. This does not limit the necessary SUBRECIPIENT participation in either the data collection process or meeting reporting requirements requested by the State. In the spirit of the cooperation described in 23 USC 134 and 23 CFR 450 et seq., such participation is requested in the interest of potentially increasing the distribution of FHWA funding to the State, promoting consistency between transportation improvements and State and local planned growth, and enhancing the integration of connectivity of the transportation system across and between modes, providing successful, cohesive, long-range transportation plans.

ADOT encourages the SUBRECIPIENT and its member agencies to continue traffic data collection for their own purposes and to supplement the State's needs on a voluntary basis. There is currently no penalty if a COG, MPO, TMA, or LPA does not participate in performing traffic counts for HPMS compliance purposes; however, ADOT heavily relies on local and regional participation to meet federal compliance, particularly on roadways functionally

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classified as Minor Arterials, Major Collectors, and Urban Minor Collectors. In addition to these three categories, ADOT appreciates and values all traffic count data submitted for all roadway classifications as it only enhances our data and ability to provide more accurate traffic data and modelling services to our regional planning partners

The SUBRECIPIENT shall coordinate with ADOT to facilitate the collection of traffic count data as described on the ADOT Multimodal Planning Division Data Analysis Section website: http://www.azdot.gov/planning/DataandAnalysis. Such data shall be reported in the Transportation Count Data System (TCDS) on at least a monthly basis in the form of raw data from traffic counting devices. Reporting shall be a collaborative effort among ADOT, COGs, MPOs, TMAs, and member local public agencies. To facilitate this requirement, ADOT shall schedule training sessions and provide ad-hoc support as needed.

(d) Requirements for Pass-Through

In the event that the MPO passes through funds to another entity, the MPO is responsible for meeting the requirements of 2 CFR 200.331.

Section 2.0 WORK PROGRAM BUDGET

The WP Budget shall consist of separate statements for WP Years 1 and 2 that include federal, state, local, and other funding sources by work element and task. The MPO shall maintain said WP Budget, carry out the WP, and shall incur obligations against and make disbursements of WP funds only in conformity with the latest approved budget for the WP. As so stated, the approved amount for each specific work element and task shall be consistent with the budgeted amount as defined in the WP.

The WP shall include an indicator for each project in the budget to indicate whether that project is expected to be procured for contractors/consultants to perform the project. The MPD Contracts Program Manager will use that list to submit to ADOTs Business Engagement and Compliance Office (BECO) for advance establishment of the DBE System "contract number" for the project's procurement effort for the AZUTRACS "bidder's list" requirements.

Revisions to the WP Budget may occur periodically and must be made in accordance with 2 CFR 200.308. Revisions to the work program may also require revisions to the STIP, TIP or other requirements relative to 23 CFR 450. However, every revision of the work program may not require formal amendments. Revisions that do not modify the ADOT, FHWA and FTA approved WP final total budget or the overall scope of approved work plan elements or tasks are defined by 23 CFR 450 as "Administrative Modifications".

ADOT, FHWA, and FTA shall be notified of all revisions prior to approval by the MPO.

Changes in the scope of an approved work program element or task and additions or deletions of funds which change the total funding of an approved task shall be considered "amendments" requiring the MPO to obtain prior approval in accordance with 2 CFR 200.308. Pursuant to 2 CFR 200.308(e) and FHWA, the transfer of funds among direct cost categories or programs, functions, and activities in which the Federal share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency are restricted.

The MPO will submit the revised work plan to the ADOT Regional Planner in writing electronically or by mail summarizing the requested modifications. ADOT will notify FHWA and FTA of the respective modification and advise the MPO of final disposition within 10 days of notice from FHWA or FTA.

A request for prior approval of any budget revision will be in the same budget format (2 CFR 200.308.h) and shall be accompanied by a narrative justification for the proposed revision.

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A request for prior approval under the applicable Federal cost principles may be made by letter. A request by the MPO for prior approval will be addressed in writing to ADOT. The awarding agency will promptly review such request and shall approve or disapprove the request in writing.

The MPO shall limit the total amount of funds programmed in the WP for the fiscal period to the following:

(1) Funds allocated to the MPO for the subject fiscal period from all sources;

(2) Any unspent funds that had been approved in the previous fiscal period for which final billing had not been received.

(3) The value of third party in-kind contributions may be accepted as the match for federal funds, in accordance with the provisions of 2 CFR 200.306 and 2 CFR 200 Subpart E. ADOT requires match to be applied on specific work elements or tasks. The amount of in-kind contributions shall be identified in the WP and be accompanied by a narrative description of the service being provided in addition to identification of the organization that will be providing the service and the source of valuation for the dollars attributed to such service.

Section 3.0 WORK PROGRAM APPROVAL AND TIMELINES

The MPO will submit a WP draft to the ADOT Regional Planner for review and comments to be incorporated into the WP two weeks prior to the annual Work Program meeting.

The MPO shall submit one hard copy and one electronic copy of the Board approved WP to the ADOT Regional Planner on or before May 22nd. ADOT will submit the MPO WP with the State WP to FHWA and FTA for approval. For funds to be available for use by July 1st, the MPO shall also submit by May 22nd, a fund authorization request letter per funding source to MPDAUTHORIZATION@AZDOT.GOV and cc: the ADOT Regional Planner.

The MPO may not incur any costs for work outlined in the WP or any subsequent amendments prior to receiving written approval from ADOT, FHWA, and FTA. Any costs incurred prior to receiving written approval from ADOT for State funds shall not be eligible for reimbursement. Any costs incurred prior to receiving written approval from the federal awarding agency shall not be eligible for reimbursement from federal funds in accordance with 2 CFR 200.458.

Section 4.0 RIGHTS OF REVIEW

As required by 2 CFR 200.336, ADOT, FHWA, and FTA shall have the right to access and review the work (and approval or concurrence as appropriate), including, but not limited to: the WP, the Transportation Improvement Program (TIP), the Long-Range Transportation Improvement Plan, all technical reports, the annual report, and all planning data prepared by the MPO. If ADOT, FHWA, and/or FTA finds that the work performed fails to comply with any requirement (e.g., work elements or tasks are not conducted in accordance with approved Work Programs, or work elements or tasks are found to be inconsistent with federal or state regulations or guidelines, or products/services were incorrectly procured), ADOT, FHWA, and/or FTA may use the enforcement actions contained in 2 CFR 200.338 to remedy the situation and any other appropriate remedies available at law.

Section 5.0 ACCOUNTING RECORDS

(a) Establishment and Maintenance of Accounting Records.

The MPO shall implement strong internal controls for accounting and compliance with grant/funding terms and conditions and ensure that its financial management system and any other system used for documentation or

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compliance is appropriate to implement the Work Program. The financial management systems must comply with all the requirements of 2 CFR 200.302.

The MPO shall establish separate Project Accounts for each work element and task of the Work Program Budget, to be maintained within its existing accounting system or set up independently. Such accounts are referred to herein collectively as the Work Program Budget. The Work Program Budget and supporting documentation as set forth in 2 CFR 200 et seq., shall be made available upon request for examination by ADOT, FHWA, and FTA or the Comptroller General of the United States in accordance with the requirements of 2 CFR 200.336.

(b) Funds Received or Made Available for the Work Program

Pursuant to the requirements of 2 CFR 200.307, the MPO shall record in the Project Account all payments received by it from ADOT pursuant to this article and all other funds provided for, accruing to, or otherwise received on accounts of the WP, which ADOT payments and other funds are herein collectively referred to as WP Funds.

(c) Costs Incurred for the Project

The MPO shall charge to each Project Account all eligible costs of the WP. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of ADOT, FHWA, and FTA shall not be considered eligible costs. Determination of eligible costs shall be in accordance with the requirements of 2 CFR 200.402 through 2 CFR 200.414 and 2 CFR 200.420 through 2 CFR 200.475.

(d) Documentation of Work Program Costs

All costs charged to the WP including any approved services contributed by the MPO or others, shall be supported as required by 2 CFR 200.302 (b)(3) and 2 CFR 200 et seq.

(e) Documentation of Matching Funds

Match is defined as monies from non-federally funded sources used for matching or cost sharing requirements as defined and allowed under 2 CFR 200.306 and 2 CFR 200 Subpart E. Most federally-funded programs cannot use federal funds to provide match but certain exceptions exist to that stipulation. The MPO is responsible for ensuring that match is obtained from sources eligible for the relevant funding source on each Project. The MPO shall maintain records of verifiable matching funds and verifiable third party in-kind contributions as required by 2 CFR 200.306 and 2 CFR 200.302. Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantees or cost-type contractors. These records must explain and demonstrate how the value placed on each third party in-kind contributions was derived.

(f) Checks, Orders, and Vouchers

Any check or order drawn by the MPO with respect to any item which is or will be chargeable against the Work Program will be drawn only in accordance with a properly signed voucher then on file with the MPO stating in proper detail the purpose for which such check or order is drawn. Signed vouchers shall incorporate the certification requirements pursuant to 2 CFR 200.415. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the WP shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents, and shall be maintained for at least 5 years after final payment.

(g) Indirect Costs

If the MPO desires to be reimbursed for indirect costs, the MPO must prepare an indirect cost rate proposal and related documentation to support those costs. A governmental department or agency unit that receives more than $35 million in direct Federal funding must submit its indirect cost rate proposal to its cognizant agency for indirect costs. If the MPO does not receive more than $35 million in direct Federal funding, the MPO must develop

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an indirect cost proposal in accordance with the requirements of 2 CFR 200 Appendix VII and maintain the proposal and related supporting documentation for audit pursuant to 2 CFR 200.333 and submit the proposal to the cognizant agency for indirect costs if required by the cognizant agency to do so.

Pursuant to 2 CFR 200 Appendix II.D.1.d, indirect cost proposals must be developed (and, when required, submitted) within six months after the close of the governmental unit's fiscal year, unless an exception is approved by the cognizant agency for indirect costs. If the proposed central service cost allocation plan for the same period has not been approved by that time, the indirect cost proposal may be prepared including an amount for central services that is based on the latest federally-approved central service cost allocation plan. The difference between these central service amounts and the amounts ultimately approved will be compensated for by an adjustment in a subsequent period.

As a council of governments, even if the MPO is incorporated as a nonprofit corporation under state law, 2 CFR 200 Appendix IV is not applicable. If the MPO receives only pass-through funds, ADOT will be responsible for negotiating and/or monitoring the MPOs indirect costs pursuant to 2 CFR 200 Appendix VII.D.1.b. The cognizant agency for indirect costs will review indirect costs proposals within a reasonable amount of time. The cognizant agency for indirect costs will review central services proposals within six months of receipt of the proposal and either negotiate/approve the proposal or advise the MPO of additional documentation needed to support/evaluate the proposed plan or the changes required to make the proposal acceptable.

After the plan has been approved by the cognizant agency (if required) the MPO must submit the approved plan to ADOT for review. ADOT reserves the right to respond with questions or concerns about the submitted plan, and to request resolution of errors. In the event that ADOT will act as the approver of the plan, ADOT will review the plan in detail following a similar review as completed by federal agencies. The Plan will establish the rate used for billing indirect costs. ADOT will not reimburse the MPO for indirect costs if an Indirect Cost Plan is not in place.

Section 6.0 AUDIT

The administration of resources awarded by ADOT to the MPO may be subject to audits and/or monitoring by ADOT, as described in this section.

(a) Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F, et seq., monitoring procedures may include, but not be limited to, on-site visits by ADOT staff or designees, limited scope audits as defined by 2 CFR 200 et seq. and/or other procedures. By entering into this Agreement, the MPO agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by ADOT. In the event ADOT determines that a limited scope audit of the MPO is appropriate, the MPO agrees to comply with any additional instructions provided by ADOT staff to the MPO regarding such audit. The MPO further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the ADOT's Office of Audit and Analysis, ADOT's Office of the Inspector General (OIG), and ADOT's Financial Management Services.

It is the responsibility of the MPO to monitor their sub-recipients.

b) Federally funded

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in 2 CFR 200 Subpart F, et seq.,) are to have audits done annually using the following criteria:

1. In the event that the MPO or their sub-recipient expends $750,000 or more in Federal awards in its fiscal year, the MPO and the sub-recipient must have a Single Audit conducted in accordance with the provisions of 2 CFR 200 Subpart F, et seq. Any non-Federal entity that expends less than

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$750,000 in Federal awards during the non-Federal entity's fiscal year is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503: Relation to Other Audit Requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, the State, ADOT, and the Government Accountability Office (GAO). In determining the Federal awards expended in its fiscal year, the MPO and sub-recipient shall consider all sources of Federal awards, including Federal resources received from ADOT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200, et seq. An audit of the MPO conducted by the Arizona Auditor General or an independent auditor in accordance with the provisions 2 CFR 200 Subpart F, et seq. will meet the requirements of this part.

2. In connection with the audit requirements, the MPO shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508, et seq.

3. If the MPO expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F, et seq., is not required. However, if the MPO elects to have an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F, et seq., the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from MPO resources obtained from other than Federal entities).

4. If the MPO is exempt from the Federal audit requirements, pursuant to 2 CFR 200.501(d), records must be available for review or audit by appropriate officials and an annual financial report must be submitted to ADOT MPD Finance.

5. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

6. In compliance with 2 CFR 200.507, et seq., the audit shall be completed and the report must be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months of the end of the audit period.

(c) Other audit requirements

The MPO shall follow up and take corrective action on audit findings. Preparation of summary schedule of prior year audit findings, including corrective action, a timetable for resolution, and current status of the audit findings are required to be submitted to ADOT. Current year audit findings require corrective action, a timetable for resolution, and status of findings will also be reported to ADOT.

If the MPO fails to take corrective action, ADOT will make a determination to:

1. make financial adjustments to the allocated Federal funding as determined appropriate, up to and including repayment by the MPO of disallowed costs, or
2. ADOT may take other action as determined appropriate.

If the MPO has not completed corrective action, a timetable for follow-up should be provided.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved in accordance with the section titled *REQUISITIONS AND PAYMENTS: Billing Limitation and WP Closeout* of this Agreement. Access to WP records and audit work papers shall be given to ADOT and the Arizona Auditor General. This section does not limit the authority of ADOT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

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(d) Report submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200 Subpart F, et seq., and required by this section titled AUDIT and/or the section titled REQUISITIONS AND PAYMENTS of this Agreement shall be submitted when required by 2 CFR 200 Subpart F, et seq., directly to each of the following:

   a. SingleAudit@azdot.gov.

   b. The Federal Audit Clearinghouse (FAC) designated in 2 CFR 200.512, et seq., at: https://harvester.census.gov/facweb/.

   c. The Federal Highway Administration at Arizona.FHWA@dot.gov.

   d. Other Federal agencies and pass-through entities in accordance 2 CFR 200 Subpart F, et seq.

2. Copies of written communication between the MPO and the independent auditor in compliance with the Statement on Auditing Standards No 114 and as required by this section titled *AUDIT* of this Agreement shall be submitted by or on behalf of the MPO directly to:

   a. ADOT at SingleAudit@azdot.gov.

   b. Any written communication required to be submitted to ADOT pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200 Subpart F, et seq.

   c. MPO's, when submitting financial reporting packages to ADOT for audits done in accordance with 2 CFR 200 Subpart F, et seq. should indicate the date that the reporting package was delivered in correspondence accompanying the reporting package.

(e) Record Retention

The MPO, along with their sub-recipients, shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow ADOT, FHWA, and FTA or its designee, access to such records upon request. The MPO shall ensure that audit working papers are made available to ADOT, FHWA, and FTA, or its designee, upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by ADOT.

Section 7.0 REQUISITIONS AND PAYMENTS

(a) Actions by the MPO In order to obtain any payment, the MPO shall:

(1) Submit no more than monthly and no less than quarterly to ADOT MPD Finance and Administration Mailbox: MPDInvoice@azdot.gov, its payment requisition in the format provided by ADOT in Exhibit A, as amended from time to time, and such other data pertaining to Project Accounts and the WP as ADOT, FHWA, and FTA may require, to justify and support the payment requested. All projects must reflect reimbursements within each calendar quarter. If the MPO chooses to invoice on a quarterly basis only, invoices shall be submitted no later than the 15th day of the third month of each calendar quarter. The purpose of this requirement is to ensure that a payment occurs at a minimum each quarter. Funds not processing payments on a quarterly basis become inactive and may be forfeited. Thus, for those subrecipients choosing to invoice quarterly, adjustments may be made for the prior quarterly invoice period on the next quarterly invoice submission.

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Upon implementation of a reimbursement request module within the Arizona E-Grants Grant Management System (E-Grants), the SUBRECIPIENT will be notified which reimbursement requests from that point forward shall be submitted electronically. Subsequent to that notice, invoicing using the Exhibit A form will no longer be accepted. The SUBRECIPIENT agrees that once implemented and notified, all invoices and supporting documentation shall be submitted electronically through E-Grants.

(2) Project-appropriate expenses and costs associated with the Approved Work Plan and the Approved Budget must be supported by receipts and other suitable and appropriate documentation pursuant to 2 CFR 200 Subpart E – Cost Principles, 2 CFR 200 et seq., and ADOT, as appropriate. All support documentation must be dated within the Work Program's fiscal year (except the final closeout invoicing as described in this Agreement) to be considered eligible. The SUBRECIPIENT may not incur any costs for work outlined in any amendment prior to receiving approval of that amendment. Any costs incurred prior to receiving such written document shall not be eligible for reimbursement in accordance with 2 CFR 200.458.

System-generated ledger report(s) that includes proof of payment (such as check number and date paid) must be submitted with the reimbursement request. Except for travel receipts, detailed support documentation shall be maintained by the SUBRECIPIENT and shall not be submitted to ADOT unless and until requested.

(3) The MPO shall be fully responsible for the proper billing of any federal reimbursable costs or charges, including those incurred by its sub-recipients. Requests for payment shall include documentation of expenditures as required by 2 CFR 200 et seq. and ADOT, as appropriate, and be accompanied by reporting of work accomplished by the MPO as described in the narrative progress report.

The narrative progress report shall describe the work and products accomplished which adequately justify and support the payment requested;

> **Project Summary.** A tabular summary must be submitted with the Progress Report that lists all work elements / projects of the WP showing the budget of that item, every funding source contributing toward completing that item, the amounts billed to date, the total remaining work element/project balance, and the percent billed. Refer to Exhibit A examples. This report is designed to indicate each work element/project in the Work Program, and all of its funding sources for the entirety of the project This report is intended to demonstrate the progress of a project across all funding sources, not only those funds administered by ADOT to ensure that funds distributed through ADOT result in completed projects. Each project must be reflected on this report for the duration of the Work Program.

(4) If no costs were incurred in the quarter, submit a statement to the ADOT Regional Planner so indicating but be aware that projects deemed inactive or not showing any forward progress may be in jeopardy of losing funding pursuant to federal rules and/or ADOT policy.

(5) Comply with all applicable provisions of this Agreement.

(6) **Certifications Required**: As required pursuant to 2 CFR 200.415 to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the MPO, which reads as follows:

> "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may

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subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

(7) **Financial Management**: The MPOs financial management systems must comply with all the requirements of 2 CFR 200.302.

(b) ADOT's Obligations

ADOT MPD Finance shall provide a financial statement to the SUBRECIPIENT on at least a quarterly basis.

Subject to other provisions hereof, ADOT will approve and honor such requisitions in amounts deemed proper in accordance with 2 CFR 200 et seq. to ensure the implementation of the WP and will reimburse eligible costs thereof in accordance herewith.

In accordance with 23 U.S.C. 104 and specific guidance from ADOT, FHWA and FTA, ADOT will reimburse the MPO for actual expenses incurred by the MPO in furtherance of the WP. Requests for payment shall include documentation of expenditures as required by 2 CFR 200 et seq., and ADOT, as appropriate, and be accompanied by reporting of work accomplished by the MPO as described in the narrative progress report.

ADOT will reimburse the MPO no later than 30 days from receipt of the request for reimbursement from the MPO. If ADOT believes the MPO did not provide adequate supporting documentation for reimbursement claims ADOT will reject the invoice, which will require resubmission by the MPO.

Notwithstanding any other provision of this section, ADOT may, by providing written notice, elect not to make a payment in the event of:

(1) Misrepresentation: The MPO made a misrepresentation of a material nature in its WP, or any supplement thereto or amendment thereof, or in or with respect to any document of data furnished therewith or pursuant hereto;

(2) Litigation: There is then pending litigation with respect to the MPO's performance of any of its duties or obligations which may jeopardize or adversely affect the WP, this Agreement, or payments to the MPO;

(3) Concurrence by ADOT: The MPO has taken any action pertaining to the WP which requires the prior approval of ADOT, FHWA, and FTA or has made related expenditures or incurred related obligations without having been advised by ADOT, FHWA and , FTA that the same are approved and satisfactory;

(4) Conflict of Interests: The MPO has violated any of the conflict of interest provisions of this Agreement.

(c) Disallowed Costs

In determining the amount of the payment, ADOT will exclude all WP costs incurred by the MPO prior to the effective date of this Agreement, costs incurred by the MPO which are not provided for in the latest approved Work Program Budget, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by ADOT.

It is agreed by the MPO that where official audits or reviews disclose that the MPO has been reimbursed by ADOT for ineligible work, under applicable federal and state regulations, that the value of such ineligible items will be deducted by ADOT from subsequent reimbursement requests following determination of ineligibility. Upon receipt of a notice of ineligible items the MPO may present evidence supporting the propriety of the questioned reimbursements. Such evidence will be evaluated by ADOT, and the MPO will be given final notification of the amounts, if any, to be deducted from subsequent reimbursement requests.

In addition, the MPO agrees to promptly reimburse ADOT within 30 days for any and all amounts for which ADOT has made payment to the MPO if such amounts become ineligible, disqualified, or disallowed for federal

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reimbursement due to any act, error, omission, or negligence of the MPO. This includes omission or deficient documentation of costs and charges, untimely, incomplete, or insufficient submittals, or any other reason declared by the applicable Federal Agency or ADOT.

The MPO agrees that ADOT may offset such amounts from payments due for work or services done under any agreement between the parties if payment from the MPO is not received by ADOT after the 30th day from the written notice from ADOT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by ADOT.

(d) Reconciliation Process

The form shown in Exhibit A consists of the Billing Summary / Reimbursement Request, Subrecipient Project Summary, and the narrative progress report along with any required supporting documentation will be used as the tool to ensure that all invoices have been properly accounted for by both parties and to ensure both parties are in agreement as to the remaining balances for each work element and funding source. If there are variances, ADOT and the MPO shall research and resolve the variance within 30 days. The MPO shall be responsible for providing any necessary supplemental information to reconcile variances.

(e) Billing Limitation and WP Closeout

The SUBRECIPIENT shall submit to the ADOT MPD Finance & Administration invoices and documents necessary for the close out of the project. Final invoices are due to ADOT no later than July 30th. If a SUBRECIPIENT anticipates that it will not have its final invoices submitted to ADOT by the July 30th deadline, the SUBRECIPIENT shall notify ADOT in writing, subject to ADOT MPD Finance approval. ADOT will accept no further billings and will not reimburse for work accomplished on the task or subtask as defined in the WP after the July 30th unless a time extension has been requested by the SUBRECIPIENT and approved by ADOT MPD Finance. Project Close-Out Letters should be submitted to MPDAUTHORIZATION@AZDOT.GOV and cc: the ADOT Regional Planner for each funding type as each project completes, but at a minimum, shall be submitted by July 30th of each WP funding year for each funding type.

In accordance with 2 CFR 220.343, within 90 days of the expiration or termination of the grant of funds for a WP, ADOT will submit all financial, performance and related reports for the MPO to the respective Federal Agency. After the WP has been closed, ADOT will de-obligate and re-obligate those funds to reflect the use of those funds in the new program year. ADOT will provide a copy of the de-obligation and re-obligation authorization within 10 business days after receipt from the federal agency.

The MPO understands that if it fails to timely perform its obligations, or in a timely manner submit invoices and documents necessary for the close out of the WP, the maximum limiting amount may become unavailable or reduced due to a removal or withdrawal of federal funds and ADOT will have no obligation to provide funds from other sources. The MPO agrees that in the event the maximum limiting amount of this Agreement is reduced by such removal, withdrawal, or loss of funds, the MPO will be solely responsible for payment of costs and outstanding invoices no longer reimbursable due to the loss of funding.

(f) Availability of Funds

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

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(g) Lapsing Funds

When funds are approaching expiration, ADOT will work in collaboration with the MPO to obligate the funds and enable expenditure prior to expiration. However, in accordance with FTA Circular 9030.1, 5307 Grant Program funds remaining available for obligation 90 days prior to the expiration of their period of availability (year for which apportioned plus three) may be used by ADOT in any area within the state without prior consultation.

Section 8.0 PROCUREMENT, FIXED ASSETS, TRAVEL

(a) Procurement Policy

Pursuant to the authority granted in 2 CFR 1201.317 for States to determine the policies and procedures for sub-recipients of the State to follow when procuring property and services under a Federal award, ADOT Multimodal Planning Division herein establishes this procurement rule:

1. If the sub-recipient is a local public agency or political subdivision of this state and has adopted the State Procurement Code pursuant to ARS 41-2501, the sub-recipient shall follow the State Procurement Code except and unless a federal rule applicable pursuant to the rules for the funding or federal program is more restrictive, then the federal requirement shall apply.

2. If the sub-recipient has completed procurement self-certification processes through ADOT, the sub-recipient shall follow the certified procurement rules except and unless a federal rule applicable pursuant to the rules for the funding or federal program is more restrictive, then the federal requirement shall apply.

3. All other sub-recipients shall follow 2 CFR 200.317 through 200.326 as applicable, Appendix II to Part 200, other CFR references provided in 2 CFR part 200 et seq, except and unless a federal rule applicable pursuant to the rules for the funding or federal program is more restrictive, then the federal requirement shall apply..

The MPO certifies that all procurement related to the WP and/or this Agreement shall include a fully executed contract with its vendor prior to incurring expenditures for that procurement and shall comply with all applicable federal, state, local, and tribal regulations.

Each procurement must reference the DBE System "contract/project number" designated for the AZUTRACS "bidder's list" purposes that were established in advance with the submission of the WP. In the event new procurements not originally referenced in the WP occur, contact MPDCONTRACTS@AZDOT.GOV to coordinate the new "contract/project number" to be used in AZUTRACS goal assessment requests and bidder's lists. Post award, the DBE System "contract number" for each procurement that is entered into the DBE system shall be reported to the MPDCONTRACTS@AZDOT.GOV and cc: the ADOT Regional Planner. This may be achieved by cc'ing MPDCONTRACTS@AZDOT.GOV and the ADOT Regional Planner on the FHWA Monthly Report submission if desired by the SUBRECIPIENT.

In addition to other clauses required throughout this Agreement or by State law, the MPO shall include applicable contract provisions in every third-party contract / purchase order using federal funding summarized (but not limited to) the following:

1. The requirements in 2 CFR 200.326,
2. The requirements in 2 CFR 200 Appendix II,
3. FHWA funded procurements/contracts located at: www.fhwa.dot.gov/programadmin/contracts/core02.cfm and www.fhwa.dot.gov/construction/cqit/form1273.cfm and

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http://www.fhwa.dot.gov/construction/contracts/provisions.cfm, as revised from time to time,

4. FTA funded procurements/contracts: Circular 4220 Third Party Contracting Guidance or its Appendix D, as revised from time to time, available at: https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance. Procurement Pro from National RTAP can be a good resource for the required federal language except that the State DBE and Title VI required language must also be included. Using Procurement Pro does not relieve the sub-recipient from the responsibility of ensuring that all the terms and conditions are complete and in compliance with Federal, State, and Local regulations.
5. Any requirements established by a particular funding type, program, or in funding agency guidelines
6. Provisions for Prompt Payment deadlines. The funding in this Agreement includes reimbursement of expenditures necessary to accomplish the work program. Payment may not rely on receipt of funds from ADOT before paying vendors/contractors/consultants.
7. The requirements in 23 CFR 420.121 (i).

The SUBRECIPIENT certifies that it shall communicate contractual requirements to contractors and sub-contractors and ensure all the requirements of this Agreement are incorporated by means of a contract or other legally binding documents stipulating the contractor and/or sub-contractor's responsibility to comply with this Agreement.

(b) Use, and Disposition of Real Property and Equipment

The procurement, use, and disposition of real property and equipment shall be consistent with the approved WP and in accordance with the requirements of 2 CFR 1201.313, 2 CFR 200.313, and ADOT Policy FIN-11.08; Federal Property Management Standards which is herein incorporated by reference and made a part of this Agreement. The MPO agrees to inventory, to maintain records of and to insure the proper use, control, and disposal of all property, equipment, computer hardware, and furniture, acquired pursuant to funding under this Agreement.

(c) Travel

All travel for the MPO and its Vendors funded through the WP Projects must comply with the State policies for Travel. In the event the MPO chooses to reimburse vendors or employees at rates higher than those authorized in State travel policy, when submitting travel reimbursement requests, each receipt must indicate the amount excluded from the reimbursement request. The MPO may not request reimbursement for costs not permissible under State policy. All travel may be directly approved by the MPO consistent with and in support of identified work tasks contained within the approved WP. The WP shall contain an estimated travel schedule for planned or anticipated out-of-state travel. Only actual expenses are reimbursable, within maximum reimbursement limits as described and established by the rates for travel: A.R.S. 38-621 through 38-627, Reimbursement for Expenses; State of Arizona Accounting Manual (SAAM), Section 50.65, *Vendor Travel*, Section 50.95 *Reimbursement Rates* available at https://gao.az.gov/publications/saam. The MPO shall also comply with the policies governing individually operated motor vehicles in Section 50.15 of the SAAM. Travel costs paid to vendors or other non-ADOT-employees must always be supported by appropriate documentation and in the case of rental vehicles, the ADOT approved justification form.

The Director of the MPO, or the person or office to whom such authority may be delegated in writing by the Director, may approve lawful and justifiable travel requests submitted by the MPO's staff subject to the availability of funds when such travel furthers the interests of the MPO and the purposes of this Agreement.

The Director of the MPO, or the person to whom such authority may be delegated in writing by the Director, shall approve requests for reimbursement of travel expenses incurred pursuant to an approved travel request for lawful expenses incurred by the traveler. Reimbursement of lawful travel expenses incurred by members of the MPO shall be from funds made available to the MPO for travel expenses incurred in the performance of this Agreement, subject to the availability of funds.

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Section 9.0 CONTRACTS OF THE MPO

When a contract is written for multiple years and each year's funding is not specified in the written agreement, a two party document (amendment or signed acknowledgement) must be executed by the MPO and its consultant that specifies the next fiscal year's funding approval upon availability of funds.

Section 10.0 PUBLICATIONS

All reports and maps completed as a part of this Agreement, jointly written or produced by the MPO, except copies of such documents made for the exclusive internal use of the MPO, shall include an acknowledgment on the front cover or a title page, or in the case of maps, in the title block, which identifies the cooperative parties.

In addition, in accordance with 23 CFR 420.117(e), all such documents shall contain the following disclaimer statement:

> **"This report was funded in part through grant[s] from the Federal Highway Administration and/or Federal Transit Administration, U.S. Department of Transportation. The contents of this report reflect the views and opinions of the author(s) who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily state or reflect the official views or policies of the U.S. Department of Transportation, the Arizona Department of Transportation, or any other State or Federal Agency. This report does not constitute a standard, specification or regulation".**

Section 11.0 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The SUBRECIPIENT HEREBY AGREES THAT as a condition to receiving any Federal financial assistance provided by the U.S. Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, as amended, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the U.S. Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations. The SUBRECIPIENT shall also incorporate and comply with the terms and conditions established in Appendix A.

Title VI/Non-Discrimination Assurances: This Agreement is subject to the provisions of Title VI of the Civil Rights Act and the SUBRECIPIENT is herein notified of such. Additionally, the SUBRECIPIENT shall include the following information in each of its agreements/contracts associated with the WP.

> *The **Arizona Department of Transportation,** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

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APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et seq).

Section 12.0 Disadvantaged Business Enterprises (DBE)

The SUBRECIPIENT receiving DOT-assisted transportation funds through ADOT must adopt and implement ADOT's DBE Program Plan, ADOT's DBE policy, DBE contract specifications and forms as a condition of receiving federal funds. ADOT Subrecipients/Subgrantees of federal funds must comply with ADOT DBE Plan and may not have a plan independent from ADOT.

The ADOT DBE Program Plan and LPA/SUBRECIPIENT DBE Guidelines are located online at http://www.azdot.gov/business/business-engagement-and-compliance and are herein incorporated by reference.

Non-Discrimination

The SUBRECIPIENT will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

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In compliance with the ADOT DBE Program Plan, the SUBRECIPIENT/SUBGRANTEE shall not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program. The SUBRECIPIENT will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

The SUBRECIPIENT shall take all necessary actions required under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

By executing this Agreement, the SUBRECIPIENT, agrees to perform the following minimum DBE Program Compliance Required Activities:

FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
✓	✓	1	Designate a Disadvantaged Business Enterprise Liaison Officer (DBELO), responsible for adopting and implementing ADOT's DBE Program Plan; acting as the single point of contact for DBE compliance.
✓	✓	2	Adhere to the ADOT DBE Program Plan and concomitant procedures.
✓	✓	3	Follow ADOT's guidelines and procedures, and use the forms developed by ADOT to implement its DBE program.
✓	✓	4	Participate in training conducted by ADOT related to DBE requirements and program regulations
✓	✓	5	Require firms that work on DOT-assisted contracts to register in AZ UTRACS.
✓	✓	6	Encourage small firms to register as an SBC (Small Business Concern) via the AZ UTRACS web portal.
✓	✓	7	Utilize certified DBEs found in the AZ UTRACS web portal.
✓	✓	8	Include the DBE contract goal as provided by ADOT BECO for FHWA-funded (and Race-Neutral Agency Voluntary Participation Goal for FTA-funded) contract bid advertisement, bid package, statement of qualification, request for proposal or other solicitation documents.
✓	✓	9	Include applicable DBE contract specifications as provided by ADOT in all DOT-assisted contract bid advertisements, bid packages, statements of qualification, requests for proposal or other solicitation documents.
✓	✓	10	The SUBRECIPIENT shall confirm good faith by the contractor or determine any action required in response to the contractor submission of a verifiable explanation of the discrepancy in the DBE System as early as practicable but in no case later than seven days after reviewing relevant documentation.
✓	✓	11	No later than 15 calendar days after Notice of Procurement Award to a Vendor/Contractor, the SUBRECIPIENT shall enter the name, contact information, and subcontract amounts for all Contracts with federal funding participation associated with this Grant Agreement.

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FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
✓	✓	12	No later than 15 days after the end of each month, report payments to prime contractors within the ADOT Local Public Agencies DBE Reporting System located at www.arizonalpa.dbesystem.com.
✓	✓	13	Submit contract data in support of monthly, semi-annual and annual federal reporting submission made by ADOT. Subrecipients/Subgrantees, Certification Acceptance Agencies and LPAs are required to use the ADOT Local Public Agencies DBE System, via www.arizonalpa.dbesystem.com
✓	✓	14	Monitor and enforce that contractors enter and report subcontractor payments by the last day of each month in the LPA DBE System and that Prompt Payment of DBEs and other subcontractors are monitored and enforced. Monitoring is accomplished through the LPA audit process and its notifications.
✓	✓	15	Monitor and ensure Contractor compliance with DBE policies and regulations, including with the ADOTs concurrence, deems appropriate, which may include, but is not limited to: - Withholding payments; - Assessing sanctions; - Liquidated damages; and/or - Disqualifying the contractor from future bidding on the grounds of being non-responsible.
✓	✓	16	ADOT may conduct project site visits to ensure all DBEs are meeting a Commercially Useful Function (CUF) on each DOT-assisted contract. Any DBE determined to not be performing a commercially useful function will be notified by the SUBRECIPIENT within seven calendar days of the decision. In the event that the DBE appeals the decision to ADOT's Business Engagement and Compliance Office, the decision remains in effect unless and until ADOT BECO reverses or modifies Grantee decision. ADOT BECO will promptly consider any appeals and notify the contractor of the ADOT BECO findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.
✓	✓	17	Implement monitoring and enforcement mechanisms to enforce the terms of the contract, including application of applicable sanctions, as needed, for payment reporting, prompt payment, DBE termination/substitution and not meeting the DBE contract goal.
✓	✓	18	Follow DBE contract specification to notify ADOT BECO and ADOT PM in writing to secure ADOT BECO's approval prior to any termination, substitution, or reduction of work of a committed DBE firm used to meet the contract goal.
✓	✓	19	Monitor DBE utilization on projects and notifying ADOT BECO as soon as SUBRECIPIENT is aware of a potential issue that may affect DBE commitments made at award.
✓	✓	20	Ensure that all DBE Certification of Final Payment Forms are submitted by contractors within 30 days of subcontractor completing the work and submit a copy to ADOT BECO.
✓	✓	21	Ensure timely contract closeout by ensuring all subcontractor payments are reported in the DBE System, closeout contracts in the LPA DBE reporting system, and complete all mandatory reporting requirements in the LPA DBE system by April 1st and October 1st of each year.

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FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
✓	✓	22	Part of the proposal submission during a formal procurement (RFP, IFB, etc.), the SUBRECIPIENT must incorporate receipt of a bidder's list into the responsiveness / susceptible for award determination. FAILURE TO SUBMIT THE REQUIRED BIDDERS/PROPOSERS LIST TO THE GRANTEE PROCUREMENT OFFICE BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED SHALL BE CAUSE FOR THE BIDDER BEING DEEMED INELIGIBLE FOR AWARD OF THE CONTRACT.
✓	✓	23	Cooperate with ADOT or DOT audits and site visits for DBE regulation and contract compliance; providing access to procedures; project files; and enabling onsite interviews with contracting, financial, DBE compliance, and project staff.
✓	✓	24	Each contract you sign with a contractor or consultant and each subcontract a prime signs with a subcontractor must include the following assurance:
✓	✓	24.a	*A vendor/contractor/consultant/subcontractor/subconsultant (herein after referred to as "contractor") shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the Grantee, with the Department's concurrence, deems appropriate, which may include, but is not limited to:* · *Withholding payments;* · *Assessing sanctions;* · *Liquidated damages; and/or* · *Disqualifying the contractor from future bidding on the grounds of being non-responsible.*
✓	✓	24.b	*Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.*
✓	✓	24.c	*Each contractor shall designate a full time employee who shall be responsible for the administration of the contractor's DBE program.*
✓	✓	24.d	*Each contractor shall prohibit agreements in which a DBE promises not to provide subcontracting quotations to other bidders.*
✓	✓	24.e	*Subcontract Payment Reporting in the DBE system:*
✓	✓	24.e.1	*The Arizona Department of Transportation (the Department) is required to collect data on DBE and non-DBE participation, including lower tier subcontracts, to report to FTA on Federal-aid projects. The contractor is notified that such record keeping is required by the Department for tracking DBE participation on both race neutral and race conscious projects (i.e. projects with and without DBE goals).*
✓	✓	24.e.2	*The contractor shall respond to Subrecipient payment audits reported each month electronically through the Department's web-based payment tracking system (https://adot.dbesystem.com), reporting its payments to all DBEs and non-DBE subcontractors working on the project. In addition, the contractor shall require that all DBE and non-DBE subcontractors, shall also respond to its audits and report lower-tier subcontractor payments in the same manner.*

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FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
✓	✓	24.e.3	*If, by the DBE system audit deadline, the contractor has not submitted the required report for work performed during the preceding month, or the submitted report failed to include all amounts earned by and paid to all DBEs and non-DBEs, including all lower-tier DBE and non-DBE subcontractors, the Project Manager will work with the ADOT MPD Program Manager to determine if sanctions should be assessed. These liquidated damages shall be in addition to all other reductions or liquidated damages provided for elsewhere in the contract.*
✓	✓	24.f	*The contractor shall include these provisions in all of its subcontracts, and ensure that its subcontractors include these provisions in any lower-tier subcontracts.*
	✓	24.g	Any language provided in this Agreement DBE Section supersedes language provided by ProcurementPro for FTA-funded contracting requirements.
✓		25	Submit all FHWA DOT-assisted contracts to ADOT to be assessed for a DBE goal.
✓		26	Notify the ADOT PM and ADOT Business Engagement and Compliance Office (BECO) in writing immediately following DOT-assisted project a) bid opening of architect & engineering, design, or construction low bidder or b) selected professional services when the contractor and/or consultant indicates on the DBE Assurance Form that the DBE contract goal cannot be met.
✓		27	Submit all Good Faith Effort documentation to ADOT BECO for review and concurrence prior to awarding of DOT-assisted contracts.
✓		28	Collect DBE Affidavits (FHWA-funded contracts only), bidder/proposer list confirmation email and all other ADOT required forms and submit to ADOT BECO in accordance with the applicable FHWA Compliance Checklist MPOs and COGs available at website www.azdot.gov/beco.
✓		29	Ensure the receipt of Bid Verification Notice from ADOT BECO prior to contract award.
✓		30	Prior to final payment on any Project with a designated DBE goal, the SUBRECIPIENT shall determine whether the consultant met the designated DBE goal. Where the goal was not met, the SUBRECIPIENT must forward the written determination document and a copy of the final invoice to the ADOT MPD Liaison/Project Manager, who will work with the BECO compliance office to determine if a sanction is required. In the event a sanction is required, the SUBRECIPIENT will reduce the final payment on the Project by the fee, copying the vendor with the sanction notice provided by ADOT.

Section 13.0 DEBARMENT/SUSPENSION

The federal funding in this Agreement is considered a covered transaction under 2 CFR 1200.220 for purposes of debarment and suspension considerations. Thus both sub-recipient pass-through agreements and agreements for contractors, subcontractors, suppiers, consultants or its agent or representation in any transaction is subject to this requirement. The MPO is prohibited from making any award or permitting any award at any tier to any party which has not established and maintained its entity registration on the federal System for Award Management or one that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs pursuant to 2 CFR 200.212. The MPO agrees to comply, and assures the compliance of each third-party contractor and sub-recipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and

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Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension Non-procurement)," and 2 CFR 200.212. The SUBRECIPIENT agrees to and assures that its third party contractors and sub-recipients will review the Excluded Parties Listing System and assure that its subrecipients establish and maintain entity registration on the System for Award Management before entering into any contracts.

Section 14.0 PROHIBITED INTERESTS

Neither the MPO nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the WP or any property included or planned to be included in the WP, in which a member, officer, or employee of the MPO either during his tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquired or had acquired prior to the beginning of his or her tenure any such interest, and if such interest is immediately disclosed to the MPO, the MPO may waive the prohibition contained in this paragraph, provided, that any such present member, officer, or employee shall not participate in any action by the MPO or the locality relating to such contract, subcontract, or arrangement. The MPO must disclose any such interest to ADOT within five business days of receipt of disclosure.

The MPO shall insert in all contracts entered into in connection with the WP or any property included or planned to be included in any WP, and shall require its contractors to insert in each of their subcontracts, the following provision:

> **"No member, officer, or employee of the MPO either during his or her tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof."**

The provisions of this paragraph shall not be applicable to any agreement between the MPO and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

Pursuant to 2 CFR 1201.112, the MPO shall disclose in writing any potential conflict of interest to ADOT, who shall inform the Federal awarding agency in accordance with applicable Federal awarding agency policy.

Section 15.0 GRATUITIES

Employees of the MPO shall not accept any benefits, gifts, or favors from any person doing business with, or who may do business with the MPO under this Agreement.

Any person doing business with, or who may do business with the MPO under this Agreement may not make any offer of benefits, gifts, or favors to the MPO employees. Failure on the part of the MPO to adhere to this policy may result in termination of this contract.

Section 16.0 BONUS OR COMMISSIONS

By execution of this Agreement, the MPO represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining approval of its application for the financial assistance hereunder.

Section 17.0 CONFLICT AND DISPUTE RESOLUTION PROCESS

The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials: for ADOT - the Multimodal Planning Division Director; and for the MPO - the Director or designee.

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If the conflict remains unresolved, the conflict shall be resolved by the following Senior Agency Officials: for ADOT - the Executive Director for Planning and Policy; and for the MPO - the Director or designee.

If the conflict continues to remain unresolved, the conflict shall be resolved by the following Executive Agency Officials: for ADOT - the Agency Director; and for the MPO - the Director or designee.

If resolution is not accomplished, the parties agree to resolve all disputes through arbitration, after exhausting applicable administrative review and if required by applicable law, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes or regulations (49 C.F.R. 18.43 (5) (b)).

Section 18.0 SUSPENSION OR TERMINATION FOR CONVENIENCE

ADOT reserves the right to terminate the Agreement, in whole or in part at any time, when in the best interests of ADOT without penalty or recourse. Upon receipt of the written notice, the MPO shall stop all work, as directed in the notice, notify all sub-recipients of the effective date of the termination and minimize all further costs to ADOT. In the event of termination under this paragraph, all documents, data and reports prepared by the MPO under this Agreement shall become the property of and be delivered to ADOT upon request. The MPO 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 MPO shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

ADOT shall reimburse the MPO for those eligible expenses incurred during the Agreement period which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to ADOT. The MPO shall not incur new obligations for the terminated portion after the effective date of termination.

ADOT may seek any remedy available at law for recovery of any funds paid to MPO for any and all amounts for which ADOT has made payment to the MPO if such amounts are not directly attributable to the completed portion of the work covered by this Agreement or have been paid to the MPO for work completed after the effective date of the termination.

In addition to the rights reserved in the Agreement, ADOT may terminate the Agreement in whole or in part due to the failure of the MPO to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement.

This Agreement may be terminated by either party provided that a termination shall not be effective until 30 days after a Party has served written notice up on the other Party. This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party without cause.

Section 19.0 FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement 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.

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Section 20.0 INDEMNIFICATION

The parties to this contract agree that the State of Arizona, its departments, agencies, boards, commissions and universities shall be indemnified and held harmless by the MPO 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.

In addition, the MPO shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the MPO's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

Section 21.0 INSURANCE REQUIREMENTS

Proper permits should be obtained to conduct business or work on ADOT's right of way when applicable.

For any Project where a Vendor will be hired to perform Construction, the following minimum insurance shall be required as part of that procurement:

Commercial General Liability (CGL) – Occurrence Form

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

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $2,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $1,000,000

Business Automobile Liability

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

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

Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident $1,000,000

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- Disease – Each Employee $1,000,000
- Disease – Policy Limit $1,000,000

1. Policies shall be endorsed, as required by this written agreement, to include the State of Arizona and the Arizona Department of Transportation as additional insureds with respect to liability arising out of all activities performed by, or on behalf of the Subrecipient. (Workers Compensation is exempt from this requirement)

2. Policies shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona and the Arizona Department of Transportation for losses arising from work performed by or on behalf of the Subrecipient.

Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1. 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).

2. 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 mailed, emailed, hand delivered or sent by facsimile transmission.

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.

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

Subcontractors

Contractor's 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 Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications

ADOT, 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 subcontractor(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 subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Submissions

All insurance certificates and/or endorsements shall be emailed to MPD1@azdot.gov or MLB_MPD@azdot.gov. The SUBRECIPIENT and its contractors/sub-contractors shall cooperate with ADOT Risk Management as appropriate to assure insurance coverage meets applicable requirements.

Section 22.0 COPYRIGHT AND PATENT

Indemnification: To the extent permitted by A.R.S. § 41-621 and § 35-154, the MPO shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of this Agreement performance or use by ADOT of materials furnished or work performed under this Agreement. ADOT shall reasonably notify the MPO of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The State DOTs and their subrecipients may copyright any books, publications, or other copyrightable materials developed in the course of the FHWA planning and research funded project. The FHWA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The State DOTs and their subrecipients are subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, incorporated herein as Exhibit D, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs and their subrecipients must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: "The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the

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consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions."

Section 23.0 ANTI-LOBBYING

The MPO agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code (Public law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11, 23 CFR 630.112(c)(5) , and 49 CFR part 20 and 2 CFR 200.450. The legislation prohibits Federal appropriated funds from being expended by a recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendments or modification of any Federal contract, grant, loan or cooperative agreement. Certification is required to indicate compliance with 49 CFR 20.100(a). Disclosure must be made on Standard Form LLL, found at https://www.gsa.gov/forms-library/disclosure-lobbying-activities if any non-appropriated funds are used for such activities described herein. All disclosure statements are to be furnished to ADOT.

The MPO agrees to require all lower tier subcontractors who have agreements exceeding $100,000.00 to complete Lobbying Certification (Exhibit B) and when appropriate, the Disclosure of Lobbying Activities (Exhibit C).

Section 24.0 ENERGY CONSERVATION

The MPO is required to comply with mandatory standards and policies, as applicable relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

Section 25.0 ENVIRONMENTAL PROTECTION

The MPO is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grant or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to FHWA, FTA, and to the U.S.E.P.A. Assistant Administrator Enforcement (EN-329).

Section 26.0 DRUG FREE WORKPLACE

The MPO agrees to comply with laws governing a drug and alcohol-free workplace in compliance with the Federal Drug-Free Workplace Act of 1988 and 23 CFR 630.112(c)(3).

Section 27.0 TRANSPARENCY ACT

As a sub-recipient of federal funds through ADOT, the MPO warrants compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, and in the method specified by ADOT, the MPO will provide information that is requested by ADOT to enable ADOT to comply with the requirements of the Act, as may be applicable.

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Section 28.0 FTA CERTIFICATIONS AND ASSURANCES

Pursuant to 49 U.S.C. 5323(n), the FTA consolidated the certifications and assurances required by Federal law or regulations for its programs.

On an annual basis, any agency with an active FTA capital or formula project must provide an affirmation by SUB-RECIPIENTs attorney pertaining to the SUB-RECIPIENTs legal capacity. The SUB-RECIPIENT must agree to comply with all categories applicable to ADOT, who is considered to be the APPLICANT and SUB-RECIPIENT of the funds by FTA, regardless of current applicability of the initial award under this Agreement. This is to ensure that should the category become applicable during the life of the Agreement, the SUB-RECIPIENT will comply. The FTA Certifications and Assurances will be provided to the SUB-RECIPIENT under separate packet as they are released by FTA and subsequent to ADOT electronic agreement. Continuation of this Agreement shall be contingent on completion and submission of that packet within the deadline expressed at time of distribution. The FTA Certifications and Assurances, as modified and accepted each year shall be considered incorporated into this Agreement by reference.

The Parties understand and agree that not every provision of the Certifications and Assurances will apply to every Applicant or every Project. The type of Project and SUB-RECIPIENT will determine which Certifications and Assurances apply.

SUBRECIPIENT also understands and agrees that these Certifications and Assurances are pre-award requirements, generally required by Federal law or regulation, and do not include all Federal requirements that may apply.
SUB-RECIPIENT is ultimately responsible for compliance with the Certifications and Assurances that apply to itself or its Project, even if a Sub-recipient or other Third Party Participant may be involved in your Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage SUB-RECIPIENT to take the appropriate measures, including, but not limited to, obtaining sufficient documentation from each Sub-recipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances.

SUB-RECIPIENT understands and agrees that when applying for funding on behalf of a consortium, joint venture, partnership, or team, SUB-RECIPIENT must identify the activities each member will perform and the extent to which each member of that consortium, joint venture, partnership, or team will be responsible for compliance with the Certifications and Assurances, except as FTA determines otherwise in writing.

The FTA Certification and Assurances required of ADOT and its SUB-RECIPIENTS are issued annually subsequent to ADOT signing the same. They are available for viewing in the e-Grant system and on the FTA website and are incorporated herein by reference. Completion and Signing of this FTA Certification and Assurances document is a requirement and a condition to receive FTA funding through ADOT and does not relieve the SUB-RECIPIENT of any obligation of other certifications or assurances required in any application or contracting process, and should be treated as an addition to such certifications and assurances.

Section 29.0 RESPONSIBILITIES OF THE FISCAL AGENT

A Fiscal Agent for the MPO is the entity responsible for providing fiscal, human resource and staff support services, including but not limited to legal and IT, to the MPO. In the event that the MPO requires a Fiscal Agent, the MPO shall submit a copy of the agreement to the ADOT Contracts Program Manager for review and acceptance prior to execution. The agreement with a Fiscal Agent shall include:

1. Maintaining required accounting records for state and federal funds consistent with current state and federal requirements and the requirements of this Agreement.
2. Providing all appropriate funding, as identified by fiscal year in the WP, to allow the MPO staff to effectively and efficiently fulfill its responsibilities and obligations under the WP.
3. Establishing procedures and policies for procurement and purchasing in compliance with this Agreement.
4. Establishing which Party and/or Individual holds authority for Executing WP Agreements and/or Amendments to the Agreement with the consent of the MPO.

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5. In the event the Fiscal Agent is providing human resource services to the MPO, the agreement must reflect the disposition of payroll and its designation as Fiscal Agent Overhead or MPO Program Direct Labor eligible for use as funding Match. Payroll may not be designated as both a direct cost and an overhead.

Section 30.0 INCORPORATION OF FEDERAL TERMS

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. All applicable clauses shown in the FTA Master Agreement apply to each Project funded by FTA. Any requirements of the Stewardship Agreement with FHWA apply to each Project funded by FHWA. This provision shall be incorporated in any sub-recipient, sub-contractor, or lower-tier agreement for which funds from this Agreement shall be used for payment.

In addition to other clauses required throughout this Agreement or by State law, the SUBRECIPIENT will include applicable contract provisions in every third-party contract / purchase order using federal funding summarized (but not limited to) the following:

a. The requirements in 2 CFR 200.326,
b. The requirements in 2 CFR 200 Appendix II,
c. The requirements in 2 CFR 1201,
d. FTA funded procurements/contracts: Circular 4220.1F – Third Party Contracting Guidance or its Appendix D, as revised from time to time,
e. Any requirements established by a particular funding stream, program, funding agency guideline, or established by ADOT.

Section 31.0 MISCELLANEOUS PROVISIONS

1. This Agreement is governed according to the laws of the State of Arizona. All cited statutes, public law, executive orders, and policies cited in this Agreement are incorporated by reference as a part of this Agreement. It is the SUBRECIPIENTs responsibility to ensure that any Agreement between SUBRECIPIENT and its CONTRACTORs for use of grant funds shall incorporate the provisions contained herein.

2. The MPO and ADOT shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in the Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement. ADOT shall endeavor to ensure the MPO is notified and made aware of such applicable laws and procedures.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards to conflicts of interest.

4. In accordance with Arizona Revised Statutes Section 11-952 (D), incorporated herein by reference, is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

5. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.

6. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by the Party to the extent that such information is confidential by law.

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7. To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties' or its subcontractors' employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.

8. The MPO assures that it will comply with applicable provisions of the Americans with Disabilities Act (ADA), (Public Law No. 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act including 28 CFR parts 35-36, and applicable provisions of 49 CFR Parts 27, 37 and 38: Transportation for Individuals with Disabilities; Final Rule. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Israel Boycott Not Permitted: Legislation has been enacted to prohibit the State from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, the SUBRECIPIENT warrants that it is not engaged in a boycott of Israel as defined in A.R.S. 35-393 et seq.

   Note: In Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.), the U.S. District Court entered a preliminary injunction that enjoins the State from enforcing A.R.S. § 35-393.01(A) (the "Anti-Israel Boycott Provision"). That statute states that: "[a] public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel." Unless and until the District Court's injunction in Jordahl is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01(A)) is unenforceable and the State will take no action to enforce it.

10. The **DEFINITIONS** page(s) and the RESPONSIBILITY **MATRIX FOR TIMED EVENTS** page(s) are herein incorporated as a part of this Agreement.

11. All notices or demands upon any party relating to this Agreement shall be in writing and delivered as instructed. If delivery method not instructed herein, acceptable methods shall be: delivered in person, sent by electronic mail (e-mail), or sent by U.S. Mail addressed to the applicable Liaison as follows:

To ADOT at:	To the MPO at:
Arizona Department of Transportation Multimodal Planning Division Mail Drop 310B 206 S. 17th Avenue Phoenix, AZ 85007	**Flagstaff Metropolitan Planning Organization** 211 W. Aspen Avenue Flagstaff, 86001

Section 32.0 AGREEMENT PERIOD, MODIFICATIONS, EXTENSION, AND AUTHORITY

1) The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and the Parties are authorized by law to engage in the cooperative action set forth herein.

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2) This Agreement shall become effective July 1, 2019 upon its execution by all Parties hereto and shall remain in force and effect through June 30, 2021 unless amended, terminated, cancelled or extended as otherwise provided herein. By mutual written amendment, this Agreement may be extended for supplemental periods of up to a maximum of four years. The Department reserves the right to unilaterally extend the period for thirty-one (31) days beyond the stated expiration date without obtaining acknowledgement or signature from the SUBRECIPIENT and the SUBRECIPIENT shall be bound by any such extensions.

3) This Agreement shall be modified or extended only through a written amendment within the scope of the Agreement. Additionally, the COG's authorized representative(s) are also required to sign such amendments as deemed necessary by both Parties.

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

FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION	**STATE OF ARIZONA** **Department of Transportation**
By	By
Coral Evans **Mayor**	**Gregory Byres, Division Director** **Multimodal Planning Division**
Date	**Date**

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APPROVAL OF THE FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION

I have reviewed the above referenced Agreement, BETWEEN the ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION and the FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION, and declare this agreement to be in proper form and within the powers and authority granted to the FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED _____

_____
Attorney for the FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION

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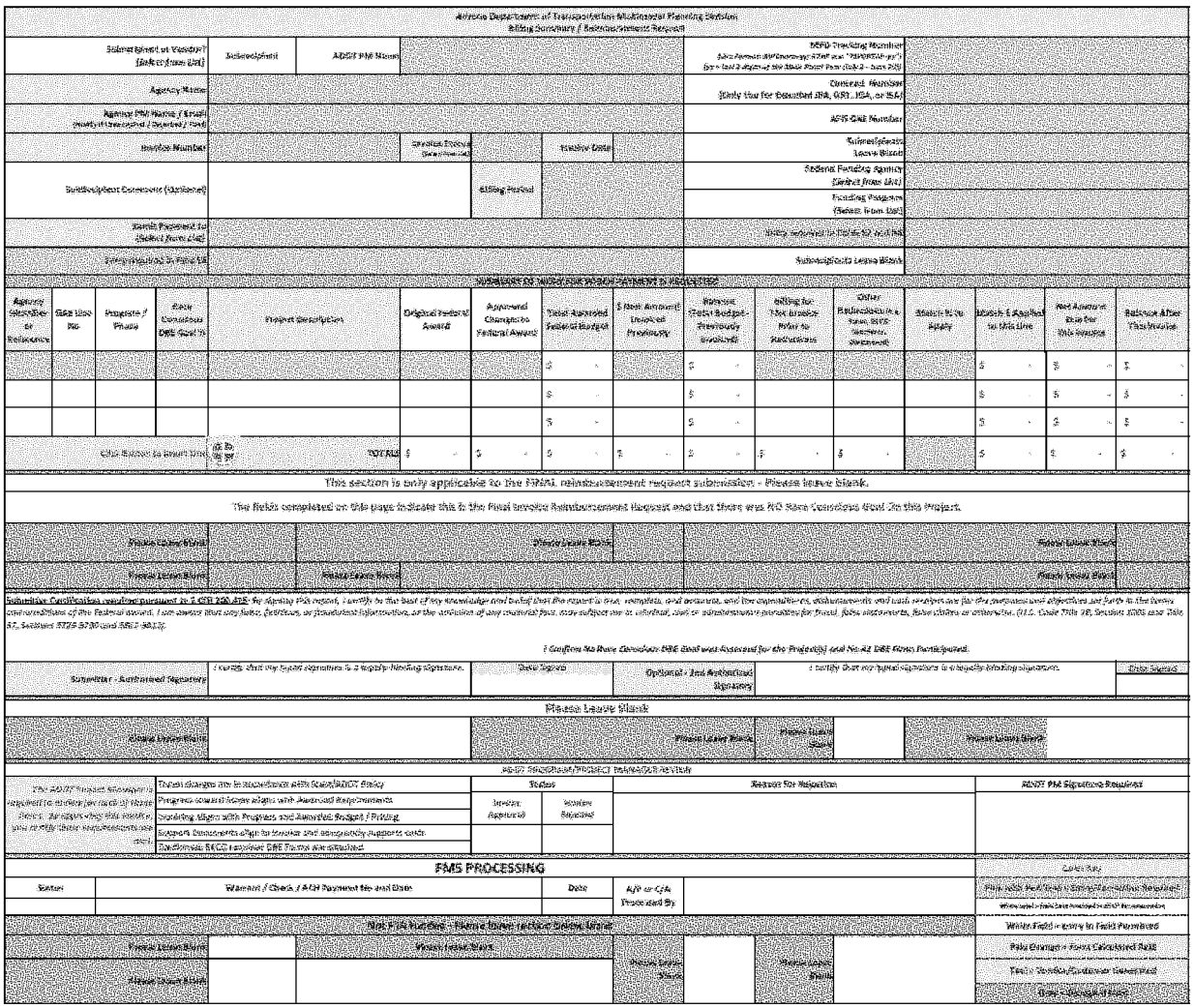
EXHIBIT A
Billing Summary / Reimbursement Request

The format provided herein is in effect for the duration of this Agreement unless and until ADOT issues a thirty (30) day written notice of change. An amendment to this Agreement is not required for changes to this format.

Upon implementation of a reimbursement request module within the Arizona E-Grants Grant Management System (E-Grants), the SUBRECIPIENT will be notified which reimbursement requests from that point forward shall be submitted electronically. Subsequent to that notice, invoicing using this form will no longer be accepted. The SUBRECIPIENT agrees that once implemented and notified, all invoices and supporting documentation shall be submitted electronically through E-Grants.



Arizona Department of Transportation/Multimodal Planning Division
Billing Summary / Reimbursement Request

Submittal or Vendor? (Select from list)	Subrecipient	ADOT PM Name		DUNS Tracking Number (Use format: DUNS+4 digit ext. "DUNS4Tab.xls") (Go to tab 2 digits of the Work Plan (tab 2 - item 20))	
Agency Name				Contract Number (Only Use for Executed IGA, GAT, MSA, or SLA)	
Agency PM Name / Email (Modify if Consultant / Reported / Task)				AFIS CAE Number	
Invoice Number		Invoice Period Start	Invoice Period End	Subrecipient Leave Blank	
Subrecipient Contractor (Vendor#)		Billing Period		Federal Funding Agency (Select from list)	
				Funding Program (Select from list)	
Funds Payment to (Select from list)				Only required if Title VI or ADA	
Comments to Note to				Subrecipient Leave Blank	

WORKSHEET TO VERIFY ON BOX - PAYMENT IS REQUESTED

Agency Identifier or Reference	Task Line No.	Program / Phase	Fund Composition (DPE Goal %)	Project Description	Original Federal Award	Approved Changes to Federal Award	Total Awarded Federal Budget	$ Item Amount Invoiced Previously	Balance Total Budget - Previously Invoiced	Billing for This Invoice Refer to Instructions	Other Reimbursements e.g. Fees, DPE Income, Overmatch	Match % to Apply	Match $ Applied to this Line	Fed Amount due for this Invoice	Balance After This Invoice
							$ -		$ -				$ -	$ -	$ -
							$ -		$ -				$ -	$ -	$ -
							$ -		$ -				$ -	$ -	$ -
Click Button to Insert Line				(Q) By (R) TOTALS	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -

This section is only applicable to the Final reimbursement request submission - Please leave blank.

The fields completed on this page in Sheet One in the Final Invoice Reimbursement Request and that there was NO New Conditions Given On this Project.

Please Leave Blank		Please Leave Blank		Please Leave Blank	
Please Leave Blank		Please Leave Blank		Please Leave Blank	

Submitter Certification required pursuant to 2 CFR 200.415: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

I Confirm to Have Complied DBE Good Faith Efforts for the Project(s) and No All DBE Firms Participated.

Submitter - Authorized Signatory	I certify that my typed signature is a legally binding signature.	Date Signed	Optional - 2nd Authorized Signatory	I certify that my typed signature is a legally binding signature.	Date Signed

Please Leave Blank

Please Leave Blank		Please Leave Blank	Please Leave Blank		Please Leave Blank

ADOT PROGRAM/PROJECT MANAGER REVIEW

		Status		Reason for Rejection	ADOT PM Signature Required
The ADOT Project Manager is responsible to review (or log in) these items. To report why this review was not completed.	Travel charges are in accordance with Established Policy	Invoice Approved	Invoice Rejected		
	Progress toward scope aligns with Awarded Requirements				
	Invoicing aligns with Progress and Awarded Budget / Pricing				
	Expense Documentation aligns to Invoice and adequately supports costs				
	Subrecipient RCCO / Approved DBE Forms are attached				

FMS PROCESSING

Status	Warrant / Check / ACH Payment No. and Date	Date	AJV or CJA Processed By		Coded Key
					Fields with Red Font in Sheet One are Mandatory Requirements
					White Label = Fields Populated in ADOT Accounting
					White Fields = Entry in Field Permitted
Please Leave Blank	Please Leave Blank	Please Leave Blank		Please Leave Blank	Pale Orange = Fields Calculated Field
Please Leave Blank					Pale Green = Fields Populated from Prior Period
					Date = Date Format Field

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EXHIBIT A, continued
Project Summary

Example of the Project Summary required to accompany the Narrative Progress Report. This report is designed to indicate each work element/project in the Work Program, and all of its funding sources for the entirety of the project. The column descriptions of "PL", "SPR", "STBG", "HSIP", "CMAQ" are descriptive only and should be replaced with the relevant funding sources for the projects. This report is intended to demonstrate the progress of a project across all funding sources, not only those administered by ADOT to ensure that funds distributed through ADOT result in completed projects. Each project must be reflected on this report for the duration of the Work Program.

Arizona Department of Transportation
Multimodal Planning Division
Title page not for use by Vendors

Subrecipient Name:		Contract No:		Reported Completed By:		Date Completed:	

		BUDGET																
	Federal Aid Number:	Use this to record each funding source type and amount for each project/example: PL, SPR, CMAQ, Local, HSIP, etc.)												Total Budget	Billed to Date	Project Balance	Percent Billed
Identifier	Work Element Description / Project Title																	
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%

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EXHIBIT B

Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements
Pursuant to 49 CFR 20, Subpart F, Appendix A

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SIGNATURE

DATE

TITLE

Please indicate here if you are required to submit Standard Form LLL as required in item (2) above: ☐ **Yes** ☑ **No**

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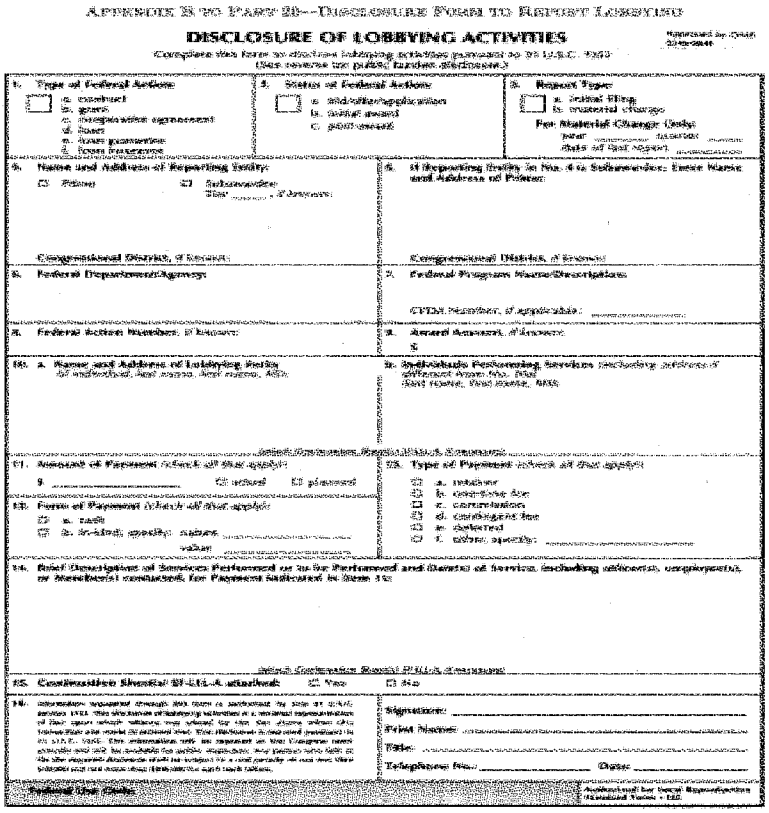
EXHIBIT C

Form found at https://www.gsa.gov/forms-library/disclosure-lobbying-activities



APPENDIX B TO PART 28—DISCLOSURE FORM TO REPORT LOBBYING

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action
   - a. contract
   - b. grant
   - c. cooperative agreement
   - d. loan
   - e. loan guarantee
   - f. loan insurance

2. Status of Federal Action
   - a. bid/offer/application
   - b. initial award
   - c. post-award

3. Report Type
   - a. initial filing
   - b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
   - Prime
   - Subawardee
   Tier _____, if known:

Congressional District, if known:

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:
CFDA Number, if applicable: _____

8. Federal Action Number, if known:

9. Award Amount, if known:
$

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI):

11. Amount of Payment (check all that apply):
$ _____ ☐ actual ☐ planned

12. Type of Payment (check all that apply):
- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify: _____

13. Form of Payment (check all that apply):
- a. cash
- b. in-kind; specify: nature _____
value _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer, employee, or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only

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Exhibit D
Standard Patent Rights

Required Pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

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(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

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(3) In any country in which the contractor decides not to continue the prosecution of any non-provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the sucessor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent

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application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commerical sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commerically feasible.

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(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidential to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

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PAGE RESERVED FOR ATTORNEY GENERAL DETERMINATION

The Attorney General (AG) determination page will be inserted in this Agreement through the electronic DocuSign process as an attachment. When the full document is downloaded, the page will print as the final page of the document and shall be considered to replace this page.

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Signatures: 0
Certificate Pages: 5
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David Wessel, FMPO Manager dwessel@flagstaffaz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/30/2018 10:50:30 AM ID: 92c85a6e-6b70-4bbf-b5aa-8fb2769423cd		Sent: 4/17/2019 12:16:46 PM
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Processor trncontracts@azag.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/17/2019 12:50:44 PM ID: 67665ee7-dd53-43ad-9c0c-6ce7c701a77f		
Kevin Fincel KFincel@flagstaffaz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Coral Evans, Mayor CEvans@flagstaffaz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Gregory Byres, Division Director GByres@azdot.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Arizona Dept of Transportation:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Arizona Dept of Transportation of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at DocuSignRequest@azdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
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- Until or unless I notify Arizona Dept of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Arizona Dept of Transportation during the course of my relationship with you.

RESOLUTION NO. 2019-23

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING JOINT PROJECT AGREEMENT/INTERGOVERNMENTAL AGREEMENT GRT-19-0007314-T BETWEEN THE STATE OF ARIZONA AND THE CITY OF FLAGSTAFF ACTING ON BEHALF OF THE FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION (FMPO) REGARDING WORK PROGRAM IMPLEMENTATION

RECITALS:

WHEREAS, the Intergovernmental Agreement IGA/JPA GRT-19-0007314-T, A.G. Contract No. P0012017003762 (the "Agreement") is established to ensure a continuing, cooperative, and comprehensive transportation planning process that involves cooperation/coordination between the FMPO and ADOT through the sharing of information; and

WHEREAS, the purpose of this Agreement is to recognize the tasks within the FMPO Unified Planning Work Program for fiscal year 2020 as mutually acceptable for implementation, eligible for federal transportation planning, and supporting of the FMPO regional transportation plan; and

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 and the City is empowered by Arizona Revised Statutes § 11-952 to enter into this Agreement; and

WHEREAS, the City Council, on behalf of the FMPO, has read and considered the staff summary report and proposed Agreement attached thereto, and finds that it is in the best interests of the City to enter into the Agreement.

ENACTMENTS:

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

SECTION 1. That Intergovernmental Agreement IGA/JPA GRT-19-0007314-T, A.G. Contract No. P0012017003726 between the State of Arizona and the City of Flagstaff acting on behalf of the Flagstaff Metropolitan Planning Organization is hereby accepted and approved, and the Mayor be authorized and directed to execute Agreement on behalf of the City of Flagstaff and the FMPO.

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

FLAGSTAFF METROPOLITAN
PLANNING ORGANIZATION
CITY OF FLAGSTAFF ◆ COCONINO COUNTY ◆ ARIZONA DOT ◆NAIPTA
211 West Aspen Avenue ◆ Flagstaff, Arizona 86001
Phone: (928) 213-2650 ◆ Fax: (928) 213-2689
www.flagstaffmpo.org

FISCAL YEAR 2020 and 2021
UNIFIED PLANNING WORK PROGRAM AND BUDGET

Prepared by

Flagstaff Metropolitan Planning Organization
211 W. Aspen Avenue / Flagstaff, AZ 86001
928-213-2650 fax: 928-213-4825
www.flagstaffmpo.org

Executive Board Adoption
APPROVED

Funding Provided by:
Federal Highway Administration / Federal Transit Administration
Arizona Department of Transportation
City of Flagstaff / Coconino County

CFDA – FHWA: 20.205
CFDA - FTA:
5310/5311/5316/5317 – 20.513
5303 – 20.505

(1) Catalog of Federal Domestic Assistance (CFDA) Number – This is a data base of all federal programs available through State and Local government. If necessary, ADOT can provide this number;

FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION (FMPO)

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Supervisor District 1
Coconino County

Coral Evans
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City of Flagstaff

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Jay Christelman
Member
Coconino County Director

STAFF

Jeff Meilbeck
Executive Director

David Wessel
MPO Manager

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Multi-Modal Planner

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Administrative Specialist

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FEDERAL CERTIFICATIONS
METROPOLITAN TRANSPORTATION PLANNING PROCESS
SELF-CERTIFICATION

This document was prepared in cooperation with the U.S. Department of Transportation, the Federal Highway Administration, and the Arizona Department of Transportation.

The Flagstaff Metropolitan Planning Organization and the Arizona Department of Transportation hereby certify that the transportation planning process addresses the major issues in the metropolitan planning area and is being conducted in accordance with all applicable requirements of:

1. 23 USC 134 and 135 , 49 USC 5303 and 5304 and 23 CFR Part 450;
2. 23 CFR Part 230, regarding the implementation of an equal opportunity program on Federal and Federal-aid highway construction contracts;
3. Sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 USC 7504, 7506(c) and (d)) and 40 CFR Part 93;
4. Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d-1) and 49 CFR Part 21.
5. 49 USC 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
6. Section 1101(b) of the FAST Act (Publ. L. 114-94) and 49 CFR Part 26 regarding the involvement of disadvantaged business enterprises in U.S. DOT-funded projects;
7. The provisions of the Americans with Disabilities Act of 1990 (42 USC 12101 et esq.) and 49 CFR Parts 27, 37, and 38;
8. The Older Americans Act, as amended (42 USC 6101), prohibiting discrimination on the basis of age in programs or activities receiving financial assistance;
9. Section 324 of title 23 USC regarding the prohibition of discrimination based on gender;
10. Section 504 of the Rehabilitation Act of 1973 (20 USC 794) and 49 CFR Part 27 regarding discrimination against individuals with disabilities;
11. Anti-lobbying restrictions found in 49 USC Part 20. No appropriated funds may be expended by a recipient to influence or attempt to influence an officer or employee of any agency, or a member of Congress, in connection with the awarding of any federal contract.

_____	_____
Art Babbott, Chair Date	Greg Byres, Director Date
Flagstaff Metropolitan	Multimodal Planning Division
Planning Organization	Arizona Department of Transportation

Chapter I
INTRODUCTION TO THE UNIFIED PLANNING WORK PROGRAM AND BUDGET (UPWP)

Executive Summary

The FMPO FY 2020 program is $1,638,130 including $1,167,970 in federal funds and $470,160 in local funds. The FMPO FY 2021 program is $825,100 including $751,940 in federal funds and $73,160 in local funds. The majority of local funds are from exchanges of federal funds for local funds. The major activities for FY 2020 and 2021 are:

- Adopt 2 Year UPWP for FY 20 and 21
- Complete an FMPO Website update
- Continue process of evaluating possible new identity for FMPO
- Establish MPO as a non-profit or political subdivision of the State
- Finalize operating procedures and determine how NAU and NAIPTA will serve on the Executive Board
- Review the effectiveness of the procedures and strategies contained in the Public Participation Plan.
- Establish the FMPO as an independent organization.

- Review the UPWP processes and documents and update as needed to improve communications and documentation
- Review the TIP processes and documents and update as needed to improve communications and documentation.
- Lone Tree Corridor Study and DCR
- Regional Model Update
- Grant-writing
  - Lone Tree Corridor
  - Fourth Street Corridor
- Coordination efforts: Staff time
  - ADOT: Milton Road and US 180 Corridor Master Plans, State Rail Plan
  - City of Flagstaff: Lone Tree Corridor
  - NAIPTA: Bus Rapid Transit plan
  - Coordinated Public Transit- Human Services Transportation Plan

A brief definition of the UPWP

The purpose of the Unified Planning Work Program (UPWP) is to outline multimodal transportation planning activities within a financially constrained budget to be conducted in the Flagstaff MPO planning area for a one or two year period. Federal definition of a Unified Planning Work Program (UPWP) is *"a statement of work identifying the planning priorities and activities to be carried out within a metropolitan planning area. At a minimum, a UPWP includes a description of the planning work and resulting products, who will perform the work,*

time frames for completing the work, the cost of the work, and the source(s) of funds" (23CFR450.104).

A description of the metropolitan area

The area covered by the FMPO approximates 525 square miles from Bellemont on the west, Kachina Village and Mountainaire on the south, Winona on the east, and the San Francisco Peaks on the north (see Figure 1). Jurisdictions include the City of Flagstaff, Coconino County, the Arizona Department of Transportation, and the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA). Cooperation with Northern Arizona University is embedded in the governance structure of the FMPO

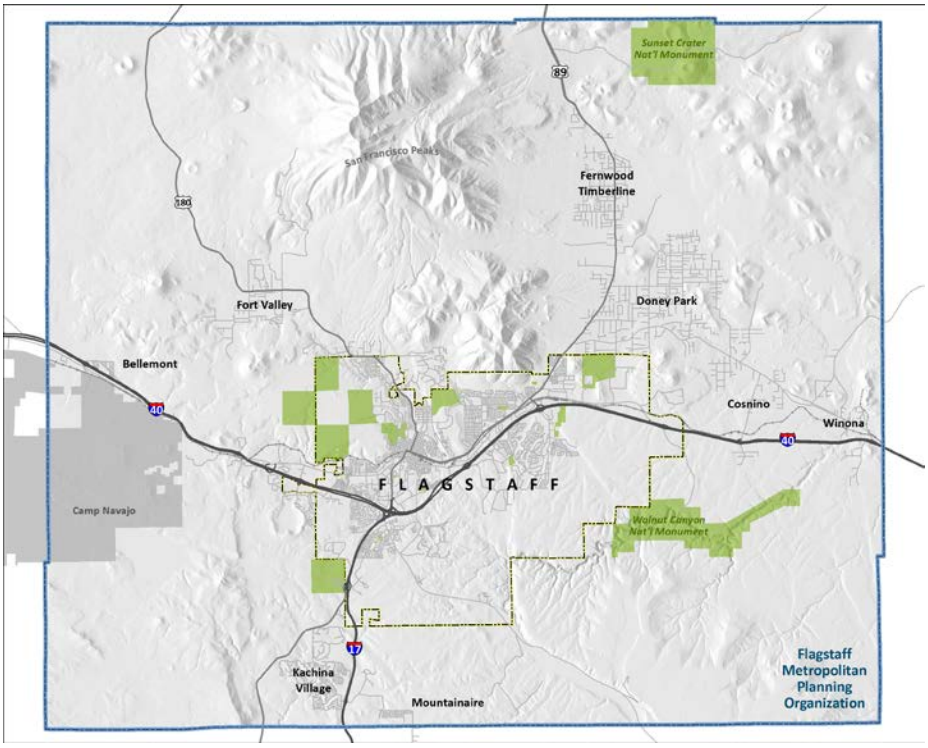


Figure 1. FMPO Planning Boundary

A current overview of the status of comprehensive transportation planning activities;

Comprehensive transportation planning is embodied primarily in the regional transportation plan, a mandated federal document. The *FMPO Blue Print 2040 Regional Transportation Plan* was adopted in May 2017. The City of Flagstaff and Coconino County update to the regional comprehensive plan, *Flagstaff Regional Plan 2030,* was adopted by the City and County governing bodies in State Fiscal Year 2014 and was approved by voters in May 2014. FMPO played a coordinating and cooperative role.

The role of the FMPO for planning priorities in the metropolitan area.

The role and responsibilities of the FMPO are outlined in 23 CFR 450.

- Support the economic vitality of the metropolitan area, especially be enabling global competitiveness, productivity and efficiency
- Increase the safety of the transportation system for motorized and non-motorized users
- Increase the security of the transportation system for motorized and non-motorized users
- Increase the accessibility and mobility options available to people and for freight
- Protect and enhance the environment, promote energy conservation, improve the quality of life and promote consistency between transportation improvements and state and local planned development patterns
- Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight
- Promote efficient system management and operation
- Emphasize the preservation of the existing transportation system
- Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation
- Enhance travel and tourism

Additional Roles and Responsibilities

- FAST Act Implementation: Transition to Performance-based Planning and Programming
  Blueprint 2040 is a regional transportation plan supported by more than a dozen performance measures. These are employed at the scenario level, the system monitoring level and the project prioritization and selection level. FMPO has adopted ADOT targets for safety.

- Regional Models of Cooperation
  FMPO is working cooperatively with the Northern Arizona Council of Government and the Central Yavapai MPO on a regional strategic transportation safety plan. FMPO and NAIPTA jointly purchased regional transportation data. FMPO is collaborating with Northern Arizona University in the Pacific Region Southwest University Transportation Center.

Fiscal Constraint – Funding is limited and better information can lead to better decision making.

Air Quality and Attainment

The FMPO is currently in attainment for all regulated pollutants. The Environmental Protection Agency (EPA) released new ozone emissions standards lowering the acceptable level from 75 parts per billion (ppb) to 70 ppb. The FMPO region is on the fringe of non-attainment and is not being recommended to the EPA by ADOT for non-attainment status this year. An Air Quality Maintenance plan was developed by ADOT for Coconino County, in part due to haze at the Grand Canyon. The Environmental Protection Agency recently released requirements for power plants in the area to reduce their emissions, but these have been rolled back by the Trump administration. The FMPO will work closely with the City and County, both of whom are committed to sustainability, to incorporate recommended activities to protect air quality into the *Flagstaff Regional Plan 2030* and any related amendments to the FMPO RTP. FMPO will track developments with ozone regulations and will comply, if and when, they apply to the region.

Chapter II
ORGANIZATION AND MANAGEMENT

The Organization and Management section provides a narrative that discusses staffing roles and responsibilities of the MPO, employees of member agencies that assist the MPO, and the MPO's fiscal agent and legal counsel. It also identifies the cognizant agency (for audit purposes this means the Federal awarding agency that provides the predominant amount of direct funding to a recipient);

FMPO Staffing

- Executive Director: Oversees day-to-day operations, supervises staff, prepares policy and program materials for consideration by the Technical Advisory Committee and the Executive Board. Coordinates strategic direction with Executive Board
- Manager: Oversees technical and planning operations, supervises staff, prepares technical reports and capital program materials for consideration by the Technical Advisory Committee and the Executive Board.
- Multi-modal Transportation Planner: Liaison to City, County, ADOT and NAIPTA regarding pedestrian, bicycle and transit planning and programming issues. Assists with project delivery for related projects. Supports the Manager as needed.
- Administrative Specialist: Communications, financial reporting and tabulation, documentation and coordination, public outreach, website management, meeting logistics.
- Other City of Flagstaff, Coconino County, ADOT and NAIPTA staff as necessary: Beyond roles on the Technical Advisory and Management committees, ADOT, city, county and NAIPTA staff frequently join with FMPO staff to review large development projects, work out details for multimodal aspects of projects, coordinate on public outreach, and provide technical review of respective agency products. Staff most frequently involved from each agency include:
    - City of Flagstaff: Traffic Engineer, Capital Improvements Engineer, Comprehensive Planning Manager and City Engineer
    - Coconino County: Public Works Director, County Engineer, Transportation Planner, Community Development staff
    - ADOT
        - Northcentral District: District Engineer, Traffic Engineer, Development Engineer
        - Multimodal Planning Division: Division Director, Program Planning Manager
    - NAIPTA: Development Director, Capital Project Manager

Employees of member agencies will participate on FMPO working technical committees, subcommittees or task forces for data assemblage, summary, evaluation, and formulation of recommendations to be presented to the TAC, Management Committee and the EB.

The City of Flagstaff Finance Department currently serves as the fiscal agent for the FMPO, providing payroll, invoice payments, procurement and bookkeeping records for reconciling

FMPO revenue and expense reports. The FMPO maintains its own records on a daily basis to permit up-to-date billing and to document eligible reimbursements of state and federal funds. The FMPO is in the process of going out to bid for administrative and financial services and the City of Flagstaff may or may not continue to serve as the fiscal agent in FY 2020 and 2021. One of the core goals of the UPWP for the FMPO is to review and identify the best way for the FMPO to meet its financial and administrative management needs. The FMPO will enter into IGA and MOUs to update its agreements and make them current with all partners.

The City of Flagstaff City Attorney has historically served as legal counsel for the FMPO. However, based on an amended and restated IGA between the City and the County dated September 2018, the FMPO is in the process of reviewing our legal needs and how they can best be met. The City of Flagstaff may or may not continue to provide legal counsel in FY 2020 and 2021. One of the core goals of the UPWP for the FMPO is to review and identify the best way for the FMPO to meet its legal counsel needs.

FHWA, through ADOT, is the cognizant agency providing the predominant amount of funds. NAIPTA, the local public transit provider, is a designated recipient for FTA 5307 funds. FAA is the cognizant agency for the City of Flagstaff regarding the Indirect Cost Allocation Plan (ICAP).

Identification of committee structure, including an Organization Chart:

- **The FMPO Executive Board** consists of six elected or appointed officials, three from the Flagstaff City Council, two from the Coconino County Board of Supervisors, one member from the ADOT State Transportation Board (who is appointed to the State Transportation Board by the Governor of the State of Arizona). It is the function of the Executive Board to act as a policy body coordinating and directing transportation planning, implementation thereof (as authorized by the Executive Board), and related activities within the overall regional comprehensive planning process.

- **The FMPO Management Committee** consists of Managers or their designees from the City of Flagstaff, Coconino County, NAIPTA, NAU and the ADOT Director of the Multimodal Planning Division. This group meets on an as-needed basis.

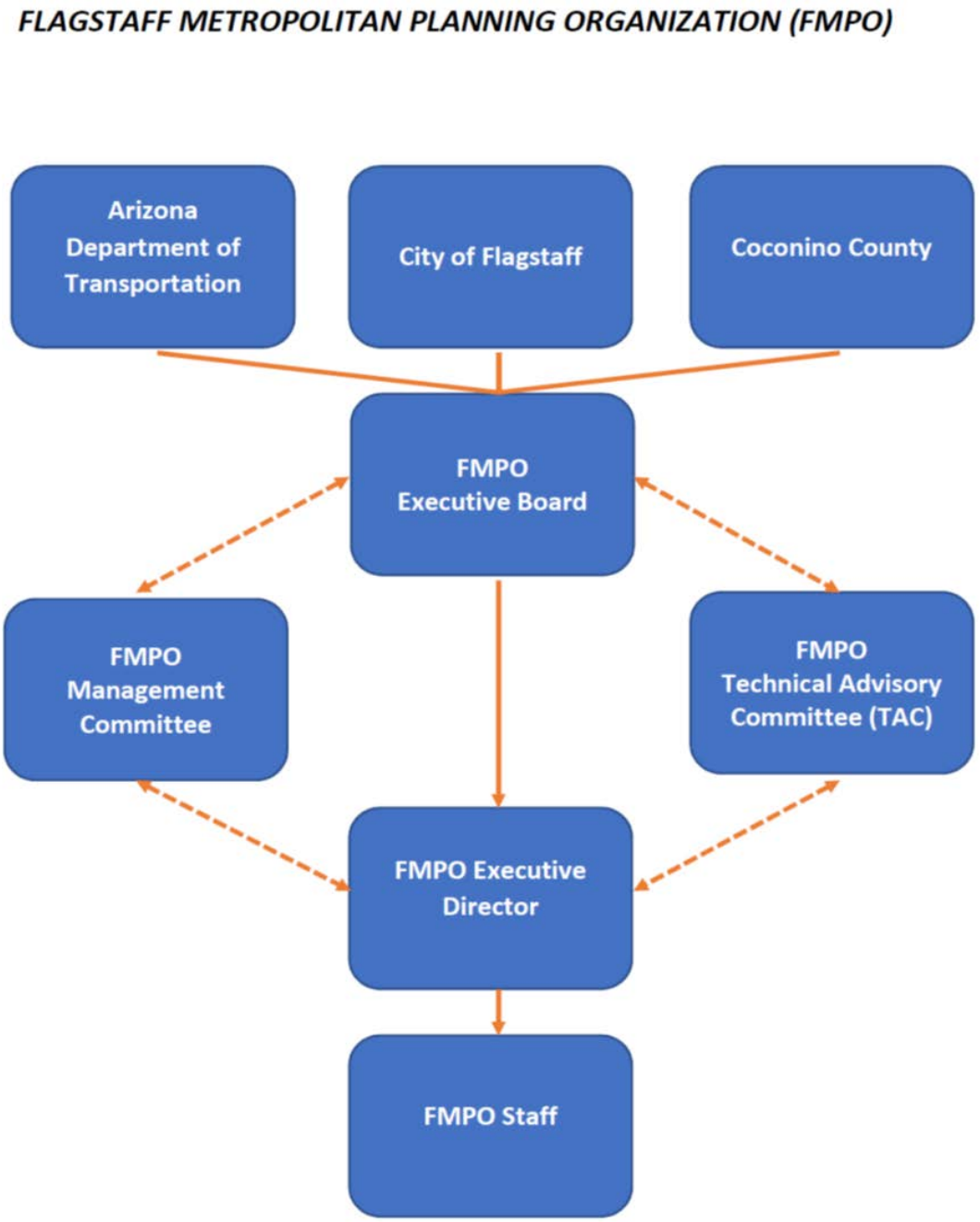
  The Management Committee has authority and responsibility to review the FMPO Board packet and provide input to the FMPO Board and FMPO Staff.

- **The FMPO Technical Advisory Committee** (TAC) is composed of technical and/or managerial staff representatives from each of the participating agencies. In addition, there may be one or more ex-officio non-voting representatives from the FHWA and FTA. Additional organizations may be added in the future by Executive Board directive for voting or ex-officio non-voting status. Each ex-officio non-voting member must be approved by her/his respective agency.

  The TAC has authority and primary responsibility to conduct technical reviews and analyses regarding work activities of the UPWP, and related issues as specified by the FMPO's

Executive Board, and to so advise the Executive Board on appropriate actions to be taken. The TAC works closely with the FMPO staff, providing guidance and direction for development of the annual UPWP/Budget and work activities defined therein.

FMPO Organizational Chart



Operating procedures

The FMPO Operating Procedures identify the roles and responsibilities of the Executive Board, Management Committee and Technical Advisory Committee. They further define officers, voting members, and quorum requirements.

Other Agreements

The FMPO is formed under the authority of the Governor of the State of Arizona and structured as an independent legal entity through an intergovernmental agreement between the City and County. The FMPO has entered into the following agreements in order to satisfy federal requirements and clearly define operational relationships:

a) JPA GRT-19-0007314-T with the Arizona Department of Transportation
b) Memorandum of Understanding with Northern Arizona Intergovernmental Public Transportation Authority regarding planning and programming of transit funds, March 2010. See the appendices.

Forms, certifications, and assurances

FMPO will comply with all federal, state and local laws. FMPO has an adopted Title VI policy, Limited English Proficiency Plan, Coordinated Public Transit/Human Services Transportation Plan, and works within the City of Flagstaff's Disadvantaged Business Enterprise Policy. FMPO uses these documents to meet certifications and assurances required by federal law.

Chapter III
FUNDING DESCRIPTION
&
BUDGET SUMMARY

The Arizona Department of Transportation (ADOT) is the designated recipient of the Federal-aid Highway funds used for planning and research purposes. As the designated recipient of the planning funds ADOT has the responsibility and the authority under **49 CFR Part 18** (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) to oversee all activities funded under the Federal-aid Program by the subrecipients of these funds. ADOT's oversight responsibilities include but are not limited to overall work plan reviews, invoice billing review and approval, TIP certification, air quality reviews, and quality assurance and quality control of traffic data. WPs are funded primarily with PL funds; however, a MPO may use other eligible funds for their WP. This section describes the types of funding sources used for planning.

(1) **Metropolitan Planning (PL) Funds**: Federal planning funds can be used for up to 94.3% of a project, with a required 5.7% match typically provided by local governments. The distribution of the PL Funds is accomplished through a formula developed by ADOT in consultation with the MPOs and must be approved by the FHWA.

(2) **Statewide Planning and Research (SPR) Funds**: SPR funds are federal dollars from the State Planning and Research Program administered by the Arizona Department of Transportation. Some SPR funds may be allocated to the MPO to help plan for the non-urbanized portion of the MPO. A 20% match is required and must be provided by the local jurisdiction, depending on the project.

(3) **Surface Transportation Block Grant (STBG) Funds:** STBG is a federal-aid highway flexible funding program that funds a broad range of surface transportation capital needs including roads, transit, airport access, vanpool, and bicycle and pedestrian facilities. Transit related planning, research, and development activities are also eligible uses of STP funds. STP apportionment may be shared by ADOT with other Council of Governments (COG) and all MPO's less than 200,000 population, though this action is discretionary and not required by current Transportation legislation. A 5.7% match is required.

(4) **Federal Transit Administration Funding**: FTA funds are secured annually through the FTA Metropolitan Planning Program Section 5305. FTA funds are designated for transit planning and research activities. The funds require a 20% local match, which is typically provided by the local governments. In addition, other federal or state funding that is not specifically designed for planning activities can be allocated for planning purposes. In those cases, those funds such as FTA Section 5307 need to be shown in the budget tables.

(5) **Matching Funds**: In order to secure federal funds, the state and/or local government must place matching funds on a project.

(6) **In-kind (Soft Money) Contribution with Description**: The value of third party in-kind contributions may be accepted as the match for federal funds in accordance with the provisions of 49 CFR 18.24(a)(2) and may be applied on either a total planning work program basis or for specific line items.

(7) **Highway Safety Improvement Program (HSIP) Funds:** These funds are available on a competitive basis only. HSIP is a federal funding source dedicated to systematic improvement of safety conditions on state and local roads. HSIP funds may be used for planning purposes provided such activities are identified in the work program and transportation improvement program. The funds require a 5.7% match.

(8) **Carry-forward**; Carry-forward funds occur when an MPO does not obligate all available eligible funds in the current and/or prior fiscal years or if it has de-obligated funds that have been obligated previously.

BUDGET SUMMARY TABLES

The following budget tables identify agency participation and funding sources. The Flagstaff Metropolitan Planning Organization incurs both direct and indirect costs. The FMPO defines direct costs as those costs which can be specifically and readily identified with a specific cost objective or program. Indirect costs are defined as those costs necessary for the effective, efficient operation of FMPO programs and which cannot be readily identified to a specific cost objective or program without effort disproportionate to results achieved.

Indirect Cost Recovery: The FMPO recovers the costs of central administrative and support activities (central services) through the development and application of a citywide indirect cost rate. The FMPO annually develops a single fixed indirect cost rate that includes all allowable 2 CFR Part 200 central service costs. The rate is prepared in accordance with the "simplified method" as presented in 2 CFR Part 200. As required by 2 CFR Part 200, an indirect cost rate proposal is annually developed to document the indirect cost rate.

Revenue Summary: The table below provides a summary of all funding sources and revenues, including carry forward, anticipated by the Flagstaff MPO for FY 2020 and FY 2021. Pending update to actual PL and SPR allocations.

PL= Planning	OA = Amount of apportionment that may be spent
SPR = State Planning & Research	5305(d) = FTA Metropolitan Planning
STBG = Surface Transportation Block Grant	O&M = Operations & Maintenance

Flagstaff Metropolitan Planning Organization 2020-2021 UPWP/B - Revenue Assumptions					DRAFT		
Revenue Source			FY 18 OA Carry Forward	FY 19 OA Carry Forward	FY20 Obligation Authority (OA)	FY 21 Obligation Authority (OA)	Total 2 Year Workplan
FHWA-PL					123,831	123,831	247,662
ADOT-SPR				75,000	125,000	125,000	325,000
FTA-5305					36,348	36,348	72,696
FHWA-STBG				416,030	466,761	466,761	1,349,552
Subtotal Federal Funds				491,030	751,940	751,940	1,994,910
City of Flagstaff - Transportation Tax					22,500	22,500	45,000
City of Flagstaff - Interdivisional funds					45,660	45,650	91,310
City of Flagstaff - Milton/Plaza repay					114,000		114,000
NAIPTA - tax exchange					283,000		283,000
In Kind					30,000	30,000	60,000
Coconino County					5,000	5,000	10,000
Subtotal Local Funds			-		500,160	103,150	603,310
Total funding			**-**	**491,030**	**1,252,100**	**855,090**	**2,598,220**

FMPO FY 20 OPERATING COSTS BY ELEMENT

TASK	WORK ELEMENT	EXPENSES			TOTALCOSTS
		Salaries & Benefits	Direct Expenses	Indirect Costs	
100	ADMINISTRATION	$434,296	$23,675	$37,004	$494,975
200	DATA COLLECTION	$0	$113,124	$0	$113,124
300	TRANSPORTATION IMPROVEMENT PROGRAM	$65,000	$0	$0	$65,000
400	REGIONAL TRANSPORTATION PLAN	$0	$156,250	$0	$156,250
500	SPECIAL PROJECT PLANNING	$0	$913,781	$0	$913,781
600	ENVIRONMENTAL OVERVIEW	$0	$0	$0	$0
700	CAPITAL EXPENDITURES	$0	$0	$0	$0
TOTAL		**$499,296**	**$1,206,830**	**$37,004**	**$1,743,130**

FMPO FY 21 OPERATING COSTS BY ELEMENT

TASK	WORK ELEMENT	EXPENSES			TOTALCOSTS
		Salaries & Benefits	Direct Expenses	Indirect Costs	
100	ADMINISTRATION	$434,296	$23,675	$37,004	$494,975
200	DATA COLLECTION	$0	$113,124	$0	$113,124
300	TRANSPORTATION IMPROVEMENT PROGRAM	$65,000	$0	$0	$65,000
400	REGIONAL TRANSPORTATION PLAN	$0	$156,250	$0	$156,250
500	SPECIAL PROJECT PLANNING	$0	$25,741	$0	$25,741
600	ENVIRONMENTAL OVERVIEW	$0	$0	$0	$0
700	CAPITAL EXPENDITURES	$0	$0	$0	$0
TOTAL		**$499,296**	**$318,790**	**$37,004**	**$855,090**

FMPO FY 2020 FUNDING BY WORK TASK AND FUNDING SOURCE

		PL FUNDS	PL MATCH	SPR Funds	SPR MATCH	FTA FUNDS	FTA MATCH	STBG FUNDS	STBG MATCH	SPR/PL/FTA IN KIND	MEMBER CONTRI-BUTIONS	FY 2020 TOTAL
	Required Match Rate		5.70%		20%		20%		5.70%			
TASK	TITLE											
100	PROGRAM ADMINISTRATION	0	0	0	0	0		466,761	28,214	5,000	23,214	**494,975**
200	DATA COLLECTION	63,831	3,858			36,348	9,087			5,000	7,945	**113,124**
300	TRANSPORTATION IMPROVEMENT PROGRAM	60,000	3,627							5,000		**65,000**
400	REGIONAL TRANSPORTATION PLAN (RTP)	0	0	125,000	31,250				0	5,000	26,250	**156,250**
500	SPECIAL PROJECT PLANNING (FY2019 CF)		0	75,000	18,750			416,030	25,147	10,000	412,751	**913,781**
600	ENVIRONMENTAL OVERVIEW											**0**
700	CAPITAL EXPENDITURES											**0**
	TOTAL	**123,831**	**7,485**	**200,000**	**50,000**	**36,348**	**9,087**	**882,791**	**53,361**	**30,000**	**470,160**	**1,743,130**
	Total Match Required - All funds		**119,933**									
	Total Match Provided - All funds		**470,160**									

Note: Task 500 Special Project Planning amounts for SPR and STBG Funds are carry forward funds from FY 2019.

FMPO FY 2021 FUNDING BY WORK TASK AND FUNDING SOURCE

		PL FUNDS	PL MATCH	SPR Funds	SPR MATCH	FTA FUNDS	FTA MATCH	STBG FUNDS	STBG MATCH	SPR/PL/FTA IN KIND	MEMBER CONTRI-BUTIONS	FY 2021 TOTAL
	Required Match Rate		5.70%		20%		20%		5.70%			
TASK	TITLE											
100	PROGRAM ADMINISTRATION	0	0	0	0	0		466,761	28,214	5,000	23,214	**494,975**
200	DATA COLLECTION	63,831	3,858			36,348	9,087			5,000	7,945	**113,124**
300	TRANSPORTATION IMPROVEMENT PROGRAM	60,000	3,627							5,000		**65,000**
400	REGIONAL TRANSPORTATION PLAN (RTP)	0	0	125,000	31,250				0	15,000	16,250	**156,250**
500	SPECIAL PROJECT PLANNING		0		0				0		25,741	**25,741**
600	ENVIRONMENTAL OVERVIEW											**0**
700	CAPITAL EXPENDITURES											**0**
	TOTAL	**123,831**	**7,485**	**125,000**	**31,250**	**36,348**	**9,087**	**466,761**	**28,214**	**30,000**	**73,150**	**855,090**
	Total Match Required - All funds		**76,036**									
	Total Match Provided - All funds		**103,150**									

Chapter IV
MPO WORK ELEMENTS

The MPO Work Elements Section consists of descriptions of the major work products and tasks the FMPO proposes to undertake.

Work Element 100: Administration

Description
The administration section describes task functions required to manage the transportation planning process on a continual basis including program administration, development, review and reporting, anticipated staff development and an annual audit as required by **23 CFR 420.121(c).** The annual audit shall be performed in accordance with **49 CFR 18.26, and OMB 2 CFR 200.**

Purpose
Administer the MPO and its work program in a manner that:

1. Maintains the region's eligibility to receive federal transportation capital and operating assistance, and
2. Provides a continuous, cooperative, and comprehensive transportation planning process throughout the region.
3. Delivers on the FMPO Mission, Vision and Strategic Plan

FY 2019 Accomplishments
- Managed the implementation of tasks within the FY 2019 WP. (MPO)
- Prepared and reviewed requests for proposals, contracts, quarterly progress reports and invoices, maintain membership lists, prepared meeting agendas, maintained and update a website, and recorded meeting minutes. (MPO)
- Monitored best practices for transportation planning through industry associations such as TRB, AMPO, APTA, AASHTO, etc. (MPO)
- Participated in meetings, workshops and conferences in order to stay current on innovative planning techniques. (MPO, ADOT)
- Hosted or co-host/ sponsor symposiums or summits on current regional issues for outreach and/or education purposes. (MPO)
- Assisted member jurisdictions with MPO related activities, including orientation sessions. (MPO)
- Prepared the Fiscal Year 2020-21 Work Program, reviewed governing documents and funding strategies. (MPO)
- Worked with the MPO to establish administrative, contractual, technical and review procedures and agreements to fulfill the UPWP (ADOT)
- Reworked Operating Procedures and Intergovernmental Agreement
- Prepared annual Title VI Report for submission to ADOT.
- Disseminated relevant disadvantaged business enterprise and other information to targeted parties

- Began FMPO transition to a more independent organization
- Adopted a Strategic Workplan

FY 2020 and 2021 Goals and Objectives

- Manage the implementation of tasks within the FY 2020 and FY 2021 UPWP and submit quarterly reports
- Prepare and review requests for proposals, contracts, quarterly progress reports and invoices, maintain membership lists, prepare meeting agendas, maintain and update a website, and record meeting minutes.
- Monitor best practices for transportation planning through industry associations such as TRB, AMPO, APTA, AASHTO, etc.
- Participate in meetings, workshops and conferences in order to stay current on innovative planning and leadership techniques.
- Host or co-host/ sponsor symposiums or summits on current regional issues for outreach and/or education purposes.
- Assist member jurisdictions with MPO related activities, including orientation sessions.
- Make changes in the planning process as a result of changes to Transportation legislation that may occur during the fiscal year.
- Prepare the Fiscal Year 2021 and FY 2022 Work Program by May of each year.
- Establish administrative, contractual, technical and review procedures and agreements to fulfill the UPWP.
- Prepare annual Title VI Report for submission to ADOT by August of each year.
- Disseminate relevant disadvantaged business enterprise and other information to targeted parties as required.
- Complete an FMPO Website update by May 2020
- Continue process of evaluating possible new identity for FMPO by December 2020
- Establish MPO as a non-profit or political subdivision of the State by June 2020
- Finalize operating procedures and determine how NAU and NAIPTA will serve on the Executive Board by December 2020
- Review the effectiveness of the procedures and strategies contained in the Public Participation Plan by December 2021
- Review the UPWP processes and documents and update as needed to improve communications and documentation by May 2020

FY 2020 and FY 2021 Performance Measures and End Products

- Timely submission of quarterly progress reports.
- Develop agendas and documents minutes of Technical Advisory Committee, Management Committee (as needed) and Executive Board meetings (monthly).
- Submit quarterly invoices and progress reports
- Submit annual Title VI Report in August of each year
- Complete UPWP amendments as needed and updates annually
- Complete rebranding documents by December 2020

- Update Strategic Work Plan in December of each year

100 Administration Budget

100 Administration Budget 2020			
Description	Federal	Local	Total
STBG and Local	466,761	28,214	494,975
Total	$ 466,761	$ 28,214	$ 494,975
100 Administration Budget 2021			
Description	Federal	Local	Total
STBG and Local	466,761	28,214	494,975
Total	$ 466,761	$ 28,214	$ 494,975

Local Match Sources

- $28,214 provided by the City of Flagstaff in FY 2020 and FY 2021
- Local funds will be used to pay for non-eligible expenses.

Technology Purchases: Approximately $3,000 for new computers and $2,000 for software.

Consultant Activities: $20,000 for organization, hosting, or sponsoring regional symposiums/summits.

Work Element 200: Data Collection

Description
Maintain a current inventory of data to support transportation planning and facility/system design. Monitor congestion and changes in travel patterns in the region.

Purpose
Collect, analyze and report on data that
1) Meets federal and state mandates; and
2) Supports the approved work program

FY 2019 Accomplishments
- GIS advancements – developed web applications for displaying capital projects and transportation relationships to land use.
- 5305 Grant for Model Update underway
- Joint purchase with NAIPTA of Streetlight, Inc. data. Applications for Milton, 180 and BRT studies. Model update, etc.
- FMPO serves on the Pacific Southwest Region University Transportation Center Advisory Council.
- Completed Trip Diary Survey and Bicyclist and Pedestrian Count Strategy

FY 2020 and 2021 Goals and Objectives
- Collect the required data for all universe road and street section records in the Highway Performance Monitoring System (HPMS) database that are functionally classified above local by May of each year.
- Maintain a current inventory of the FMPO's functional classification of roadways and urban boundaries, according to federal regulations and state procedures.
- Update the transportation model and determine how MPO will collaborate with NAIPTA and ADOT on a data collection partnership, i.e. Streetlight or another vendor
- Improve model capacity to include transit and bicycle trip assignment and cross-classification data to trip generation
- Consider creation of web-based performance dashboard including associated data management for federal mandates and other needs.
- Monitor performance measures, including those related to greenhouse gases and other emissions
- Update demographic data annually

FY 2020 and FY 2021 Performance Measures and End Products
- General data collection (variable)
- Document completion of HPMS Data Entry in April of each year
- Provide an annual functional classification report in April of each year.

- Provide an annual Mobility Report Card in June of each year
- Provide a calibrated model with transit trip assignment by June 2020
- Document greenhouse gas emission reduction of Fourth Street Corridor by June 2020

FY 2020 and FY 2021 Data Collection Budget

200 Data Collection Budget 2020			
Description	Federal	Local	Total
PL and local match	$ 63,831	$ 12,945	$ 76,776
FTA 5305	$ 36,348		$ 36,348
Total	$ 100,179	$ 12,945	$ 113,124
200 Data Collection Budget 2021			
Description	Federal	Local	Total
PL and local match	$ 63,831	$ 12,945	$ 76,776
FTA 5305	$ 36,348		$ 36,348
Total	$ 100,179	$ 12,945	$ 113,124

Local Match

- $12,945 local funds and in-kind will be used to match PL and 5305 funds.

Consultant Activities

- Contract is currently with Burgess Niples and contract may be extended, renewed or re-released.

Work Element 300: Transportation Improvement Program (TIP)

Description
In cooperation with the State and regional public transit operators prepare and update a TIP no less than once every four years. The TIP shall include all projects requiring FHWA and FTA approval; include a priority list of projects to be carried out in the first four (4) years; identify each project or phase; identify carry-forward funding, identifying funding source(s), and be financially constrained.

> *The Transportation Improvement Program (TIP) includes Northern Arizona Intergovernmental Public Transportation Authority final program of projects for section 5307 and 5339 funding under the Federal Transit Administration, unless amended. Public notice for the TIP also satisfies FTA public notice requirements for the final program of projects.*

Purpose
To create a TIP that:
1) Provides a reasonable opportunity for public comment.
2) Supports the policies of the FMPO Regional Transportation Plan
3) Coordinates local capital programs

FY 2019 Accomplishments
- TIP submitted on schedule
- Coordination with FHWA, FTA, ADOT and members to achieve amendments related to safety, transit, and prospective economic recovery funding

FY 2020 and 2021 Goals and Objectives
- Use of the E-STIP for annual submittal and for amendments
- Release call for projects by March of each year
- Draft and Final TIP by April of each year
- Fiscal constraint review in April of each year
- Incorporation of TIP into STIP by May of each year

FY 2020 and FY 2021 Performance Measures and End Products
- Call for projects advertisement and posting in March
- Draft TIP in May
- Public Comment Period advertisement and posting in May
- TIP Adoption in June
- Use of E-STIP for each step

300 Transportation Improvement Program 2020			
Description	Federal	Local	Total
PL and local match	$ 60,000	$ 5,000	$ 65,000
Total	$ 60,000	$ 5,000	$ 65,000
300 Transportation Improvement Program 2021			
Description	Federal	Local	Total
PL and local match	$ 60,000	$ 5,000	$ 65,000
Total	$ 60,000	$ 5,000	$ 65,000

Local Match

$5,000 local funds and in-kind will be used to match PL and 5305 funds

Technology Purchases: None

Consultant Activities: None

Work Element 400: Regional Transportation Plan (RTP)

Description
Update the Regional Transportation Plan (RTP) every 5 years in air quality attainment areas covering at least a 20-year planning horizon and including long-range and short-range strategies that lead to an integrated intermodal plan; a financial plan that compares estimated revenues with costs of construction, maintenance, capital purchases and operations; considering the planning factors, and providing an opportunity for public participation. Participate in relevant Statewide long range planning efforts such as transit, freight, etc.

Purpose
To provide the long-term vision and direction for short and mid-term actions and capital investments.

2019 Accomplishments
- Provided support to Flagstaff Citizens' Transportation Tax Commission and City of Flagstaff to support Regional Transportation Plan implementation
- Supported ADOT State Rail Plan

FY 2020 and 2021 Goals and Objectives
- Continue work on development of new RTP
- Submit FMPO RTP amendments as needed
- Support Statewide Rail Plan as needed

FY 2020 and FY 2021 Performance Measures and End Products
- Budget appropriate funds to remain prepared for RTP update and RTP amendments in April of each year
- Get an RTP consultant on contract by December 2021
- Submit RTP amendments as needed (none planned at this time)

Regional Transportation Plan Budget

400 Regional Transportation Plan 2020			
Description	Federal	Local	Total
SPR and local match	$ 125,000	$ 31,250	$ 156,250
Total	$ 125,000	$ 31,250	$ 156,250
400 Regional Transportation Plan 2021			
Description	Federal	Local	Total
SPR and local match	$ 125,000	$ 31,250	$ 156,250
Total	$ 125,000	$ 31,250	$ 156,250

Local Match

- $31,250 in local funds and In-Kind will be used as match for SPR funds each year.

Technology Purchases

- None

Consultant Activities

- Pending

Work Element 500: Special Project Planning

Description
Produce various regional, corridor, and sub-area planning studies and special projects within the region in consultation with the state, local, and transit operators.

Purpose To integrate land use planning with MPO's transportation planning process to ensure the successful implementation of the MPO's Long-Range Transportation Plan and to provide or develop unique analysis or tools that will assist the FMPO and their member agencies in the resolution of existing transportation challenges or to advance regional planning.

FY 2019 Accomplishments
- Completed *Regional Strategic Transportation Safety Plan* including member staff training on safety analysis tools
- Monitored implementation of the *Streets Operations & Maintenance Efficiency Study (*City of Flagstaff – support by Coconino County, FMPO) consultant selected and turned over project management to the City.
- Supported close out of SLEDS street light research
- Secured grant for regional trails plan, initial draft regional trails master plan
- Worked with City to prepare and submit BUILD grant, round IX, for Fourth Street Bridges over I-40
- Supported High Occupancy Housing specific plan effort
- Supported Plan Review & Transportation Impact Analysis
- Supported Southside Neighborhood Plan (City, FMPO)
- Updated the *Safety Program Process Administration and Project Development* plan
- Brought Active Bicycle and Pedestrian Master Plan to 80% completion.
- Supported ADOT's Milton and US 180 Corridor Master Plans
- Supported City High Occupancy Housing Specific Plan
- Participated in development of City's Climate Action and Adaptation Plan
- Submitted 5310 Coordinated Plan update on schedule
- Held FMPO-City-NAIPTA-NAU Coordination meetings every other month
- Served as NAIPTA Transit Advisory Committee Member
- Supported NAIPTA 5305 studies on US 180, BRT, and first and last mile
- Secured grant for Strategic Investment Plan- 5305 Planning Funds- Awarded 1-31-19 from ADOT Transit Group

FY 2020 and 2021 Goals and Objectives
- Support Milton Corridor Master Plan
- Provide input on US 180 Corridor Master Plan
- Provide input on and support 5305 studies on US 180, BRT, and first and last mile
- Provide input on and support Transit plans and studies
- Provide input on and support 5310 Program Coordination
- Provide input on Neighborhood Planning efforts in region
- Provide input on J.W. Powell Boulevard Corridor Master Plan

- Provide support on Lone Tree Corridor Coordination
- Provide leadership on Lone Tree TI DCR Update
- Provide leadership and support in submitting grants and obtaining funding for Fourth Street – I-40 to 4th Street (FMPO)
- Complete Active Transportation (pedestrian & bicycle) Master Plan (FMPO)
- Update the *Safety Program Process Administration and Project Development* plan by May 2020
- Provide input and plan review of Transportation Impact Analysis
- Provide leadership on regional trail and bicycle facility plans, develop facility standards, oversee trail system capital budgeting and provide guidance during project delivery.
- Provide input on regional freight planning and economic development activities related to freight as needed
- Create and adopt Flagstaff Active Transportation Master Plan
- Provide input as needed and support Public Transportation Safety Management Plan as created by NAIPTA
- Participate in and support NAU transportation planning efforts

FY 2020 and FY 2021 Performance Measures and End Products

- Complete Lonetree TI DCR by May 2020
- Submit BUILD grant for Fourth Street Corridor by June 2020
- Adopt Active Transportation Master Plan by December 2020
- Adopt Lone Tree Corridor Charter (December 2019)

Special Project Planning Budget

500 Special Project Planning 2020			
Description	Federal	Local	Total
STBG FY 19 Carry Forward and Local	$ 416,030	$ 422,751	$ 838,781
SPR FY 19 Carry Forward and Local	$ 75,000	$ -	$ 75,000
Total	$ 491,030	$ 422,751	$ 913,781
500 Special Project Planning 2021			
Description	Federal	Local	Total
STBG and Local	$ -	$ 25,741	$ 25,741
Total	$ -	$ 25,741	$ 25,741

Note:
1) All Special Project Planning Funds in FY 2020 are Carry Forward from FY 2019
2) All Special Project Planning funds are budgeted in 2020 and will be carried forward as needed into 2021

Local Match

- $25,741 in local funds will be provided

Technology Purchases: None

Consultant Activities:

- Consultant will be hired to submit BUILD grant for Fourth Street Corridor for up to $20,000
- Consultant will be hired to complete Lone tree TI DCR and related studies for up to $300,000
- Consultant will be hired to provide project management on Lone tree corridor coordination for up to $50,000
- Consultant will be hired to finalize active transportation management plan for up to $50,000

Work Element 600: Environmental

Description
Environmental review and compliance related to the FMPO region being an attainment area will continue

FY 2020 and 2021 Goals and Objectives
- No Major activities expected
- Monitor compliance and be prepared to respond

FY 2020 and FY 2021 Performance Measures and End Products
None expected

Environmental Oversight Budget

600 Environmental Overview 2020			
Description	Federal	Local	Total
Federal and Local	$ -	$ -	$ -
Total	$ -	$ -	$ -

600 Environmental Overview 2021			
Description	Federal	Local	Total
Federal and Local	$ -	$ -	$ -
Total	$ -	$ -	$ -

Local Match
NA

Technology Purchases
NA

Consultant Activities
NA

Work Element 700: Capital Expenditures

Description
Purchase capital equipment and provide construction as needed to meet the responsibilities of the FMPO

FY 2020 and 2021 Goals and Objectives
No major activities expected.

FY 2020 and FY 2021 Performance Measures and End Products
No major activities expected

Capital Expenditures Budget

700 Capital Expenditures 2020			
Description	Federal	Local	Total
Federal and Local	$ -	$ -	$ -
Total	$ -	$ -	$ -
700 Capital Expenditures 2021			
Description	Federal	Local	Total
Federal and Local	$ -	$ -	$ -
Total	$ -	$ -	$ -

Local Match
NA

Technology Purchases:
None expected

Consultant Activities:
None expected

APPENDICES & REFERENCES

MPO WORK ELEMENTS

The MPO Work Elements Section consists of descriptions of the major work products and tasks the FMPO proposes to undertake

100. Administration
The administration section describes task functions required to manage the transportation planning process on a continual basis including program administration, development, review and reporting, anticipated staff development and an annual audit as required by **23 CFR 420.121(c).** The annual audit shall be performed in accordance with **49 CFR 18.26, and OMB Circular 2 CFR 200**.

Administration also includes FMPO responsibilities for public participation processes. Federal legislation requires MPOs to include provisions in the planning process to ensure the involvement of the public in the development of transportation plans and programs including the 25-year Long-Range Transportation Plan, the 4-year Transportation Improvement Program, and the annual Work Program. Following that review period, at least one Public Hearing will be held prior to the adoption of the work program. The MPO will use local and regional newspapers to notify the public of the seven day review period and date, times, and location of the public hearing. Copies of the draft WP will be posted on the MPOs website.

200. Data Collection
Maintain a current inventory of data to support transportation planning and facility/system design. Monitor congestion and changes in travel patterns in the region. The following information should be part of the Task Sheet for Data Collection:

Highway Performance Monitoring System (HPMS) Data
Collect the following data for all universe road and street section records in the HPMS database that are functionally classified above local;
Name of road and beginning and ending termini;
Jurisdiction responsible for ownership;
Jurisdiction responsible for maintenance;
Facility type (one-way/two-way road or street);
Section length (mileage);
Number of through lanes;
Type of surface;
Raw 24 hour traffic counts, factored average annual daily traffic (AADT) volumes, or AADT volume estimates. Traffic counts should be collected on every section in a three year cycle. If reporting raw traffic figures the month and date should be reported to.

For each member agency, update the following data for all roads and street records in the HPMS database that are functionally classified as Local.
Aggregate length in miles;

AADT Volume Range;
Type of surface, Paved or Unpaved.

Collect supplementary data items to update all sample section records in the HPMS database annually, as specified by the ADOT Data Management and Analysis Section.

Ensure all HPMS data is input into the HPMS Internet System for ADOT review:
The HPMS Internet System is a web-based application that provides a venue for which statewide member agencies will update and submit their HPMS data to ADOT through each respective COG office.

Coordinate with the ADOT Data Management and Analysis Section to receive and present training on data collection for local jurisdictions, by January of each year.

Notify ADOT GIS Section when modifications are suggested or needed to universe or sample section records as a result of project completions or other capital improvements.

Submit all required data listed above to the ADOT Data Management and Analysis Section by March 15. Adhere to other data element deadlines as specified by the ADOT Data Management and Analysis.

Maintain the computer hardware and software necessary to carry out this Work Element, as approved by ADOT and FHWA.

Functional Classification:
Maintain a current inventory of the COG region's functional classification of roadways and urban boundaries, according to federal regulations and state procedures.

Create and/or maintain an inventory of basic centerline data for federally functionally classified roads (collector and above classifications) over a three-year cycle, and update the inventory annually. Submit all data to the ADOT Data Management and Analysis/GIS Section.

Process proposed changes in classification through the ADOT Regional Planner and ADOT Data Management and Analysis/GIS Section. Based on roadway classification, verify that projects identified for the TIP are eligible for federal funding.

Air Quality Standards:
Coordinate with ADOT Data Management and Analysis/Air Quality staff to comply with requirements regarding nonattainment areas that do not meet the National Ambient Air Quality Standards. All regionally significant projects with a classification of minor arterial and above and some transit projects may require an air quality conformity analysis.

ADOT staff will provide guidance on the appropriate methodology and processes.

Data for Population Projections and Estimates:
Ensure that population data from the MPO region is collected according to requirements of the Arizona Department of Commerce.

Actively participate in the Department of Commerce Council for Technical Solutions and Arizona Futures Commission.

Work with local jurisdictions to ensure that data required for the preparation of population estimates and projections are collected and submitted to the Department of Commerce by the prescribed due date.

300. Transportation Improvement Program (TIP)
Each MPO, in cooperation with the State and its public transit operators will prepare and update a TIP no less than once every four years. The TIP shall include all projects requiring FHWA and FTA approval; include a priority list of projects to be carried out in the first four (4) years; identify each project or phase; identify carry-forward funding, identifying funding source(s), and be financially constrained. FTA funded projects shall include the FTA line item identification. The TIP development process must provide a reasonable opportunity for public comment. Highway and transit projects must be selected in accordance with the specific funding programs.

400. Regional Transportation Plan
Title 23 CFR 450, Subpart C, addresses metropolitan planning requirements. Each MPO must update the Long-range Transportation Plan (LRTP) every 4 years in air quality non-attainment or maintenance areas, or every 5 years in air quality attainment areas. The LRTP must: cover at least a 20-year planning horizon, include long-range and short-range strategies that lead to an integrated intermodal plan; include a financial plan that compares estimated revenues with costs of construction, maintenance, capital purchases and operations; consider the planning factors, and provide an opportunity for public participation.

500. Special Project Planning
MPOs should undertake various regional, corridor, and sub-area planning studies within the region in consultation with the state, local, and transit operators in an effort to integrate land use planning with MPO's transportation planning process to ensure the successful implementation of the MPO's Long-Range Transportation Plan. This Work Element will cover all projects that do not fit into other elements including road, bike, pedestrian and transit planning.

The MPO will develop a transportation plan for its metropolitan planning area every 4 years (see work element 400) and will take into consideration projects and strategies that will:

Support economic vitality;
Increase the safety of the transportation system;
Increase accessibility and mobility;
Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote local planned growth;
Enhance the integration and connectivity of the transportation system;
Promote efficient system management and operation;
Emphasize the preservation of the exiting transportation system.

The MPO will provide increased emphasis on issues related to alternative modes and regional inter-modal connectivity including but not limited to:

Local bus, express bus, and regional transit services;
Pedestrian and bicyclist facilities/network;
Commercial freight movers (truck, rail, and air);
Connections between modes of travel;
Maintaining the system in a state of good repair.

600. Environmental Overview

On June 16, 2009, EPA joined with the U.S. Department of Housing and Urban Development (HUD) and the U.S. Department of Transportation (DOT) to help improve access to affordable housing, more transportation options, and lower transportation costs while protecting the environment in communities nationwide. Through a set of guiding livability principles and a partnering agreement that will guide the agencies efforts, this partnership will coordinate federal housing, transportation, and other infrastructure investments to protect the environment, promote equitable development, and help to address the challenges of climate change.

Livability Principles:

Provide more transportation choices.
Promote equitable, affordable housing.
Enhance economic competitiveness.
Support existing communities.
Coordinate and leverage federal policies and investment.
Value communities and neighborhoods.

700. Capital Expenditures

FHWA will, on a case-by-case basis, allow MPOs to purchase equipment as a direct expense with PL funds. Equipment is defined as any tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of greater than $5,000 or more per unit. Approval by the FHWA and ADOT is not required for equipment costs under $5,000. However, these items should be programmed and itemized in the applicable WP tasks along with the associated local match. All proposed equipment purchases must comply with **49 CFR 18.32 and 18.33**, and the Federal Office of Management and Budget **Circular A-87**, Cost Principles for State, Local and Indian Tribal Governments. As well as, ADOT policy **FIN-11.08** Federal Property Management Standards.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Amy Palmer, Building Official
Co-Submitter:	Tiffany Antol
Date:	06/12/2019
Meeting Date:	06/18/2019

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:

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

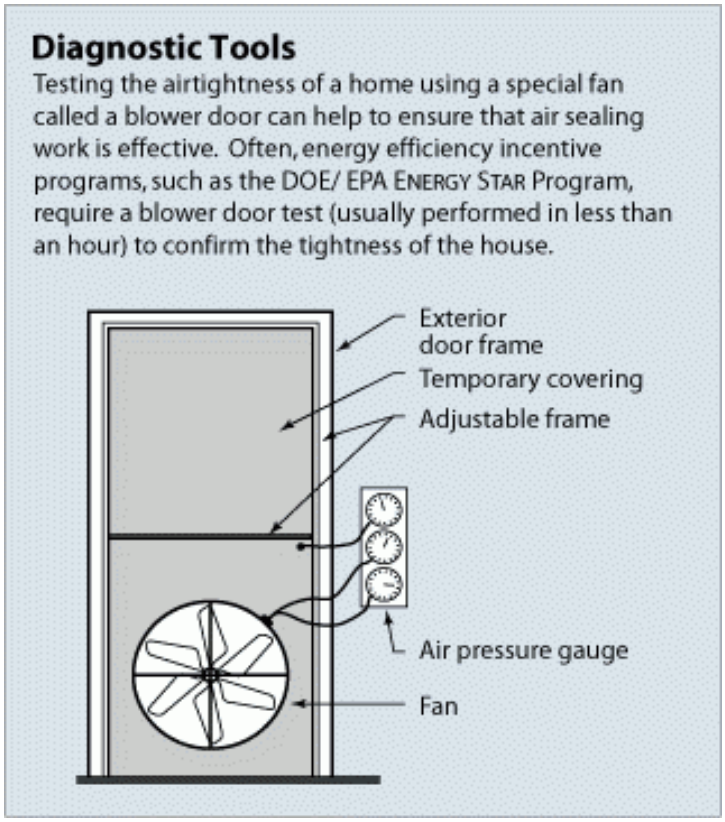
3. Blower Door Testing

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

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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.

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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).

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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)”.

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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)

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)

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

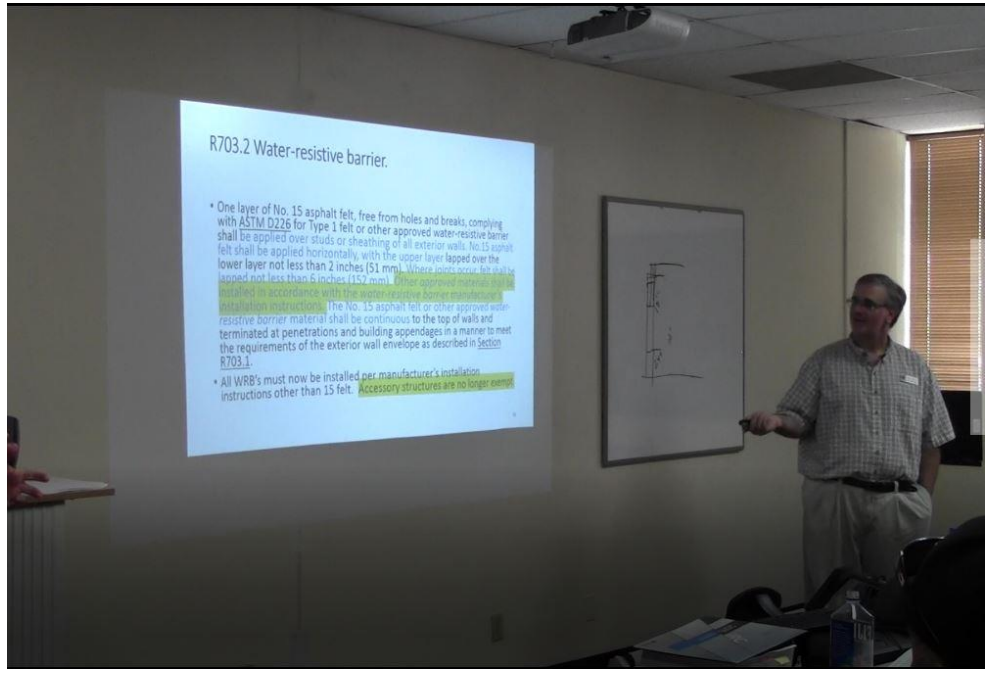
Target audience: Design community (architects, engineers, home designers), contractors, any interested community members

- **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

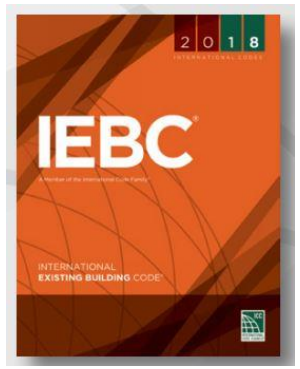
Boards & Commissions

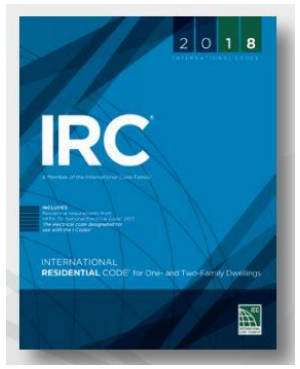
All boards and commissions recommended the adoption and proposed amendments to move forward with the exception of:

- Building and Fire Code Board of Appeals
  - Blower door testing
  - EV vehicle charging

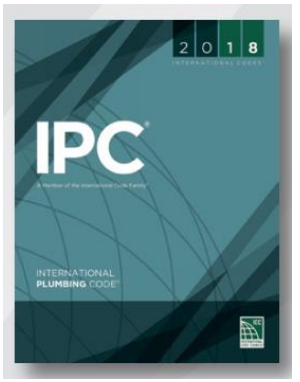
Code Updates and Amendments



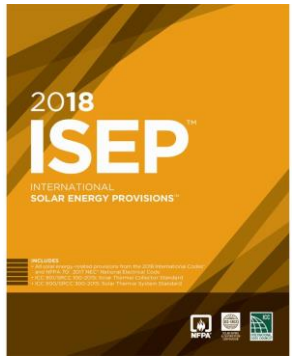


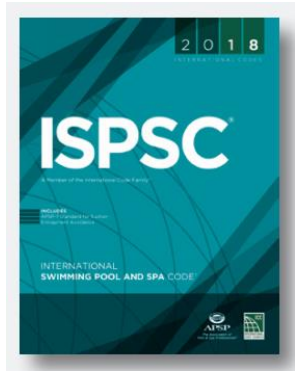


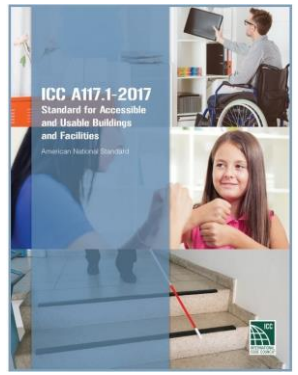


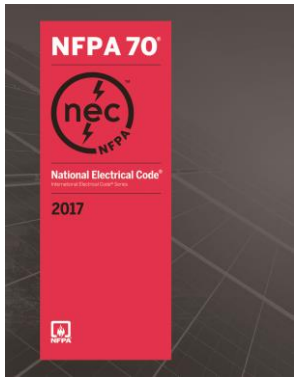




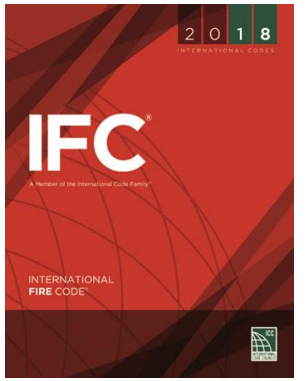












International Building Code (IBC)

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

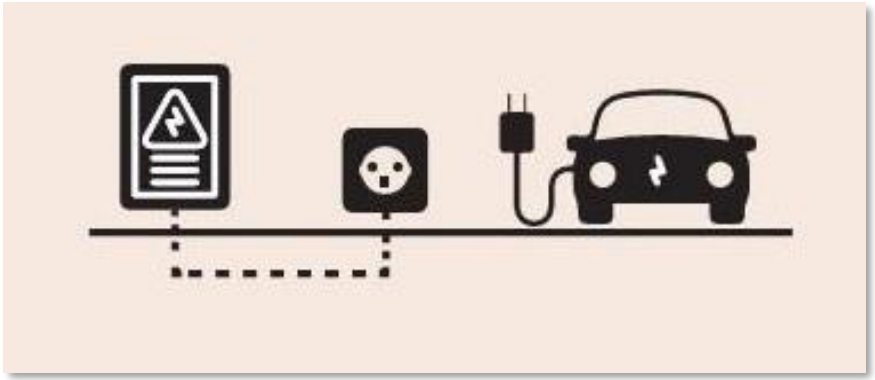
Parking Spaces Provided	EV-ready Parking Spaces Required
1-19	0
20-50	1
51-100	2
100+	3

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)

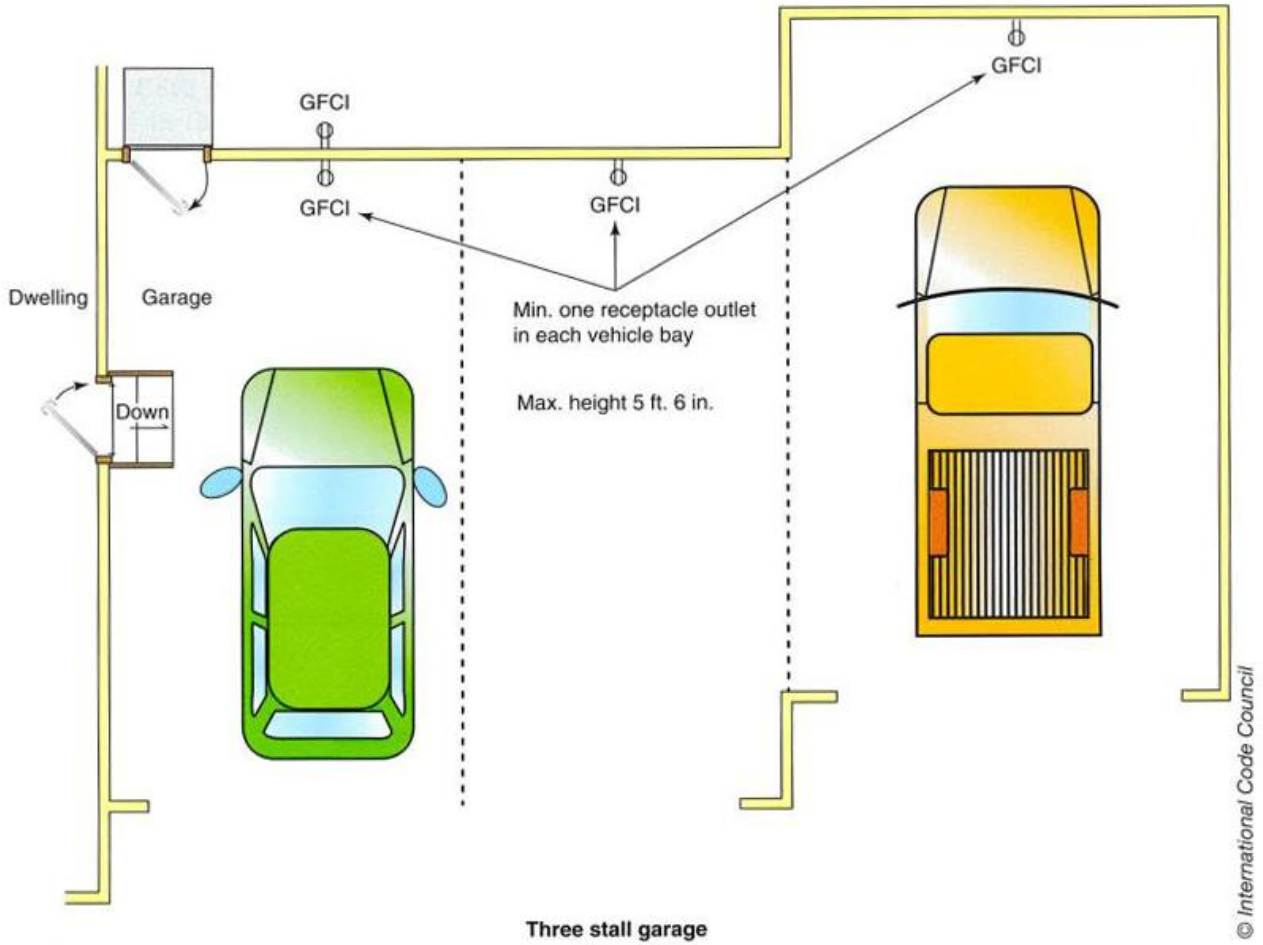
Significant Changes Regarding Seismic Provisions

- 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

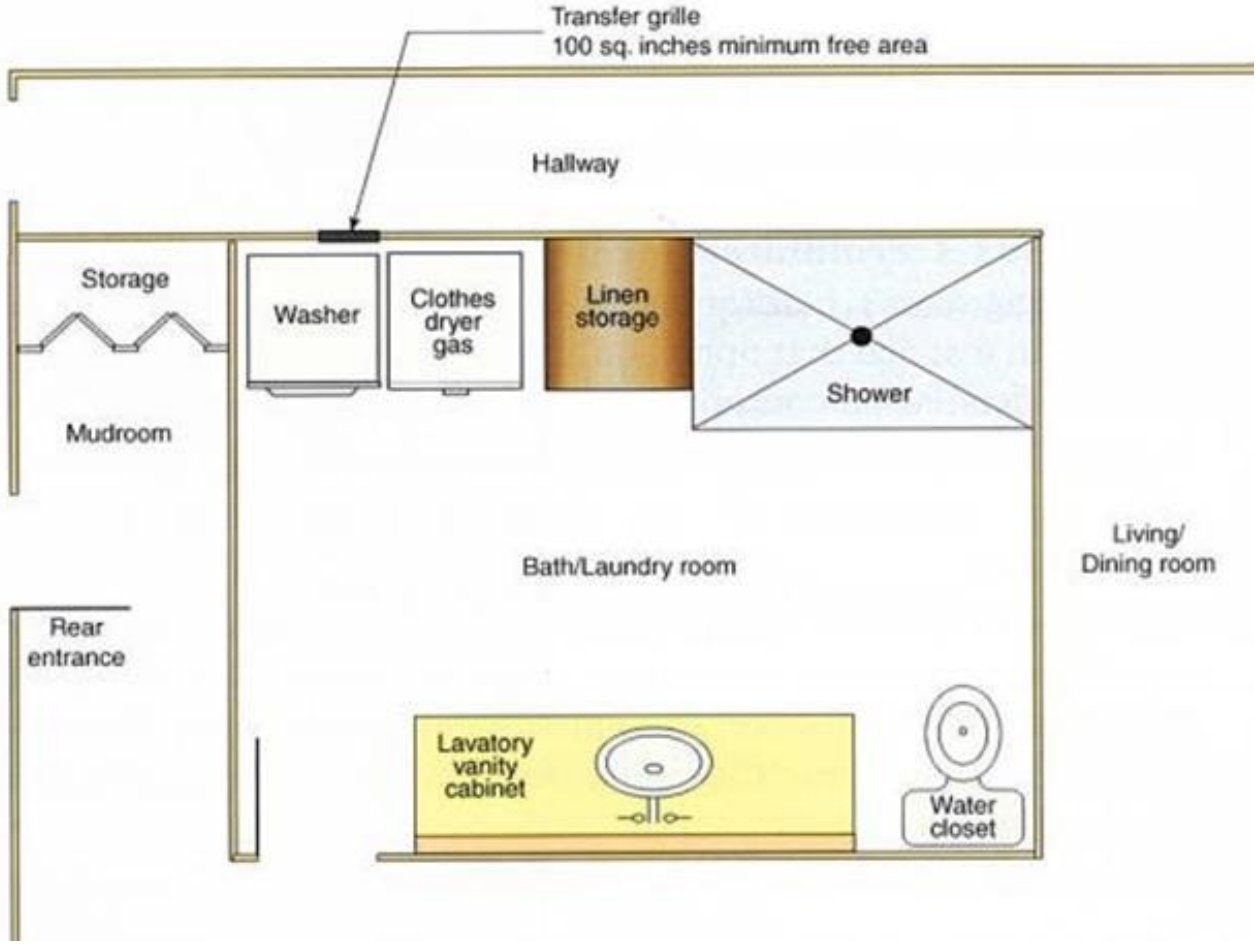




International Fuel-Gas Code (IFGC)

303.3 Prohibited Locations

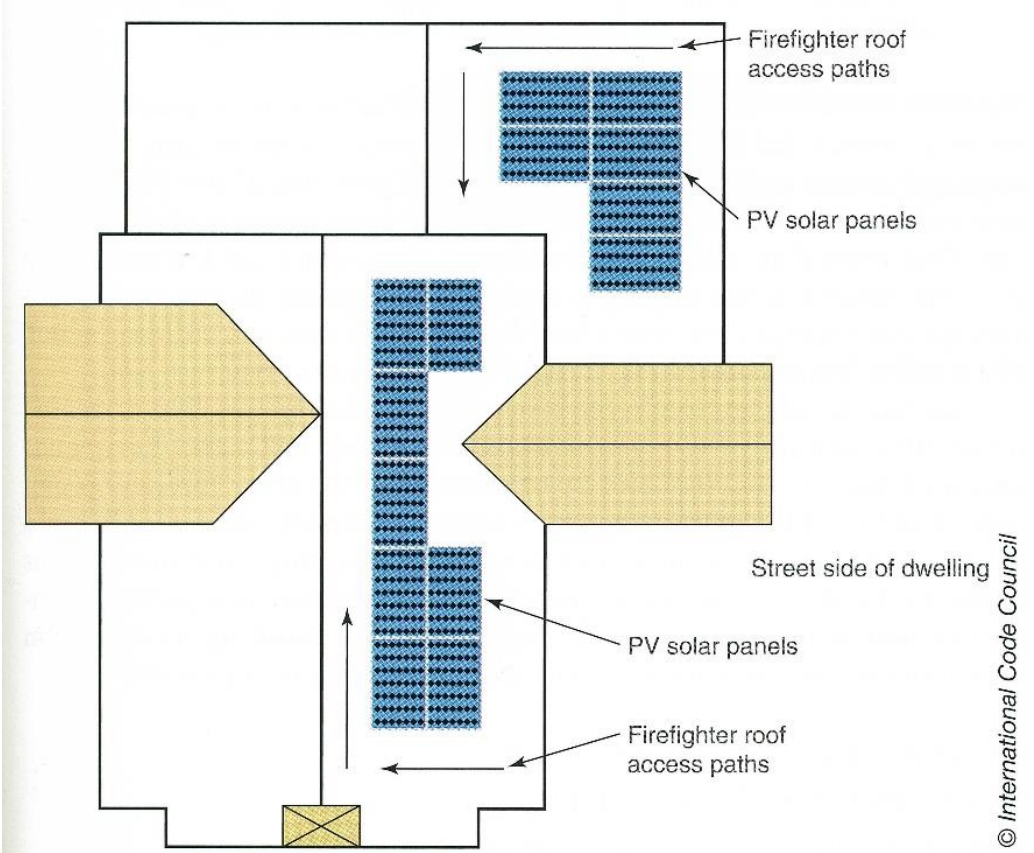
New Exception #6: Clothes dryers are permitted in residential bathrooms where a permanent opening at least 100 sq. inches, communicating with a space outside of a sleeping room, bathroom, toilet room, or storage closet is provided



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

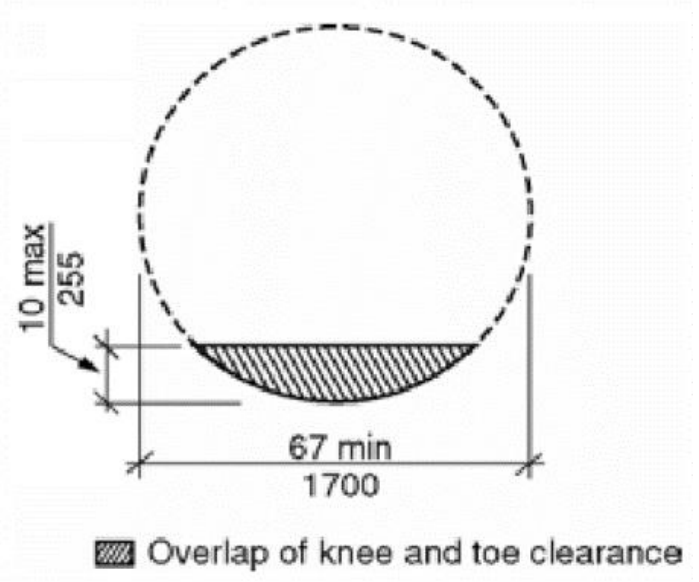
- Section 304 Turning Space – Circular Space
- Section 305 Clear Floor Space

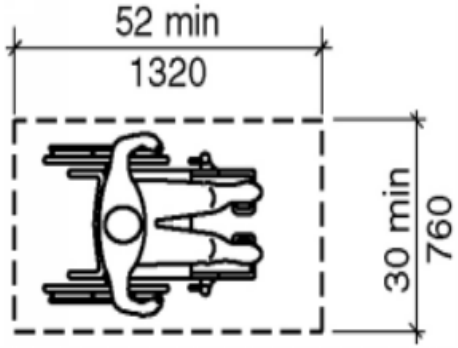










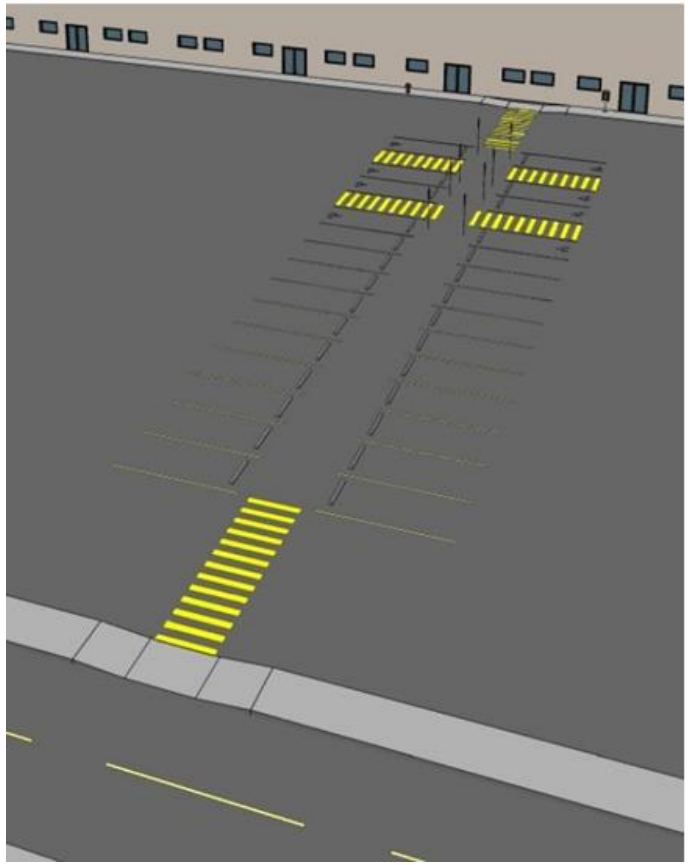


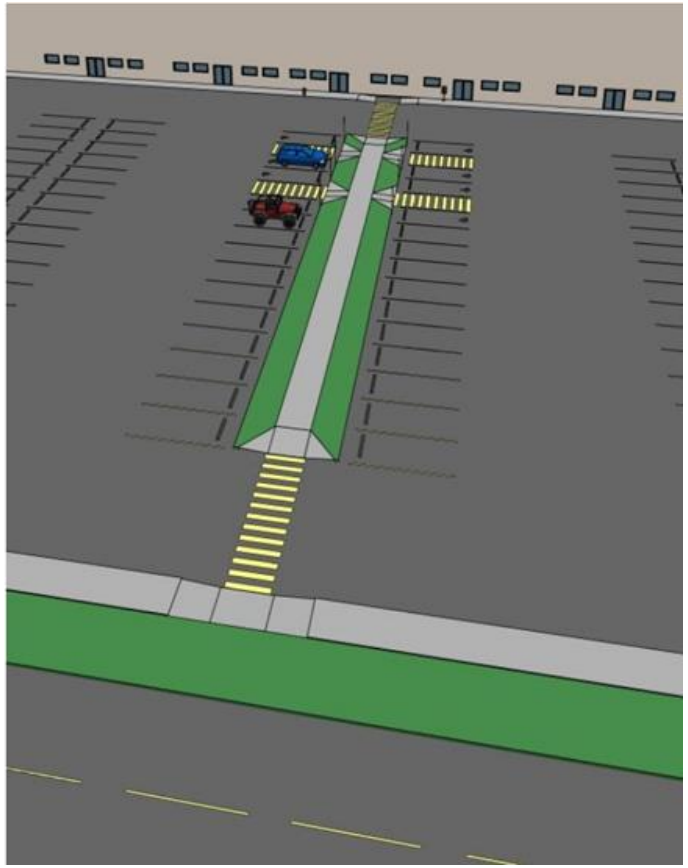
ICC A117.1-2017

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.

Name [redacted]
Organization

Signature
Date 19 February 2019

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

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

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)

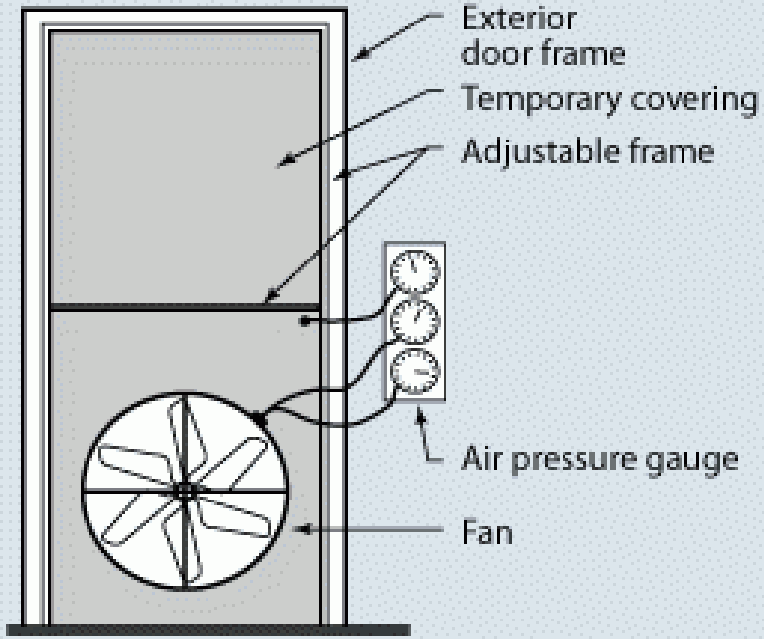
R402.4.1.2 Testing



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

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

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

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

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

WE MAKE THE CITY BETTER

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

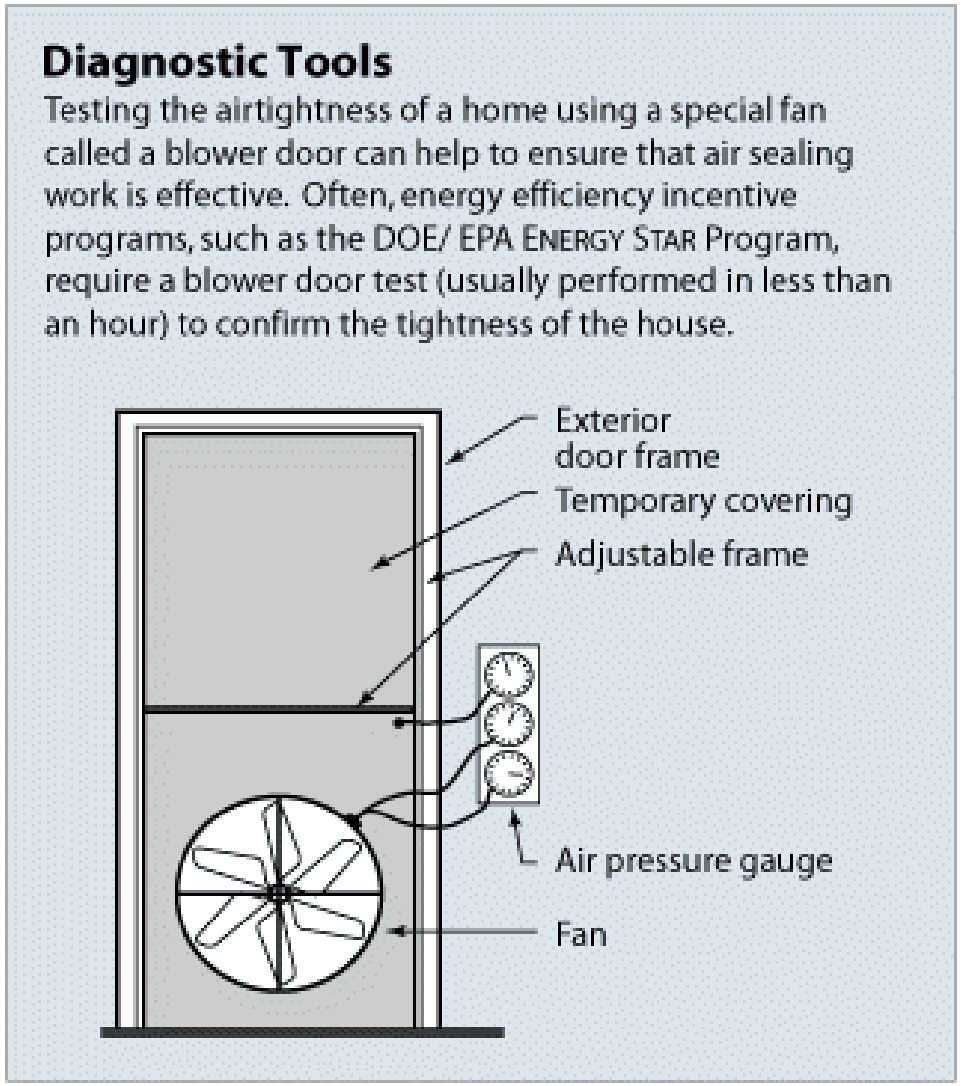
$11,950 - $2,050 =

$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.



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?

8. J.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jerry Bills, Deputy Fire Chief
Date:	06/12/2019
Meeting Date:	06/18/2019

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:

1) Adopt Resolution No. 2019-27
2) Read Ordinance No. 2019 -17 by title only for the final time
3) City Clerk reads Ordinance No.2019-17 by title only (if approved above)
4) 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

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Elaine Averitt, Planning Development Manager

Date: 06/12/2019

Meeting Date: 06/18/2019

TITLE:

Public Hearing, Consideration and Possible Adoption of Ordinance No. 2019-20: An ordinance amending the Flagstaff Zoning Map designation of approximately 14.51 acres of real property located at 825 and 829 E. Butler Avenue on parcel numbers 104-13-002B and 104-03-005B from Light Industrial (LI) and Heavy Industrial (HI) to 2.24 acres of Highway Commercial (HC) and 12.27 acres of High Density Residential (HR), for purposes of developing a multi-family residential and commercial project. **(McGrath Partners Zoning Map Amendment request for property located at 825 and 829 E. Butler Avenue)**

STAFF RECOMMENDED ACTION:

At the June 18, 2019 Council Meeting:

1) Hold the Public Hearing
2) Read Ordinance No. 2019-20 by title only for the first time
3) City Clerk reads Ordinance No. 2019-20 by title only (if approved above)

At the July 2, 2019 Council Meeting:

4) Read Ordinance No. 2019-20 by title only for the final time
5) City Clerk reads Ordinance No. 2019-20 by title only (if approved above)
6) Adopt Ordinance No. 2019-20

Executive Summary:

McGrath Real Estate Partners, LLC, is requesting a Direct to Ordinance Zoning Map Amendment to permit a development consisting of a minimum of 19,000 square feet of commercial space in conjunction with a 333-unit with 764-bedrooms multi-family project. The proposed north parcel located at the southeast corner of Butler Avenue and Sawmill Road will be 2.24 acres and will be zoned Highway Commercial (HC). The proposed south parcel will be 12.27 acres and will be zoned High-Density Residential (HR). Please see attached vicinity map for the general project location.

The original version of this project was heard by the Flagstaff Planning & Zoning Commission to consider the Direct to Ordinance Zoning Map Amendment on January 9, 2019. The Planning & Zoning Commission voted unanimously by a vote of 5-0 in favor of forwarding a recommendation of approval of the Direct to Ordinance Zoning Map Amendment, subject to conditions, to the City Council. In February 2019, Council declined to read the rezone ordinance for the first time. On May 3, 2019, the applicant submitted a new revised Zoning Map Amendment application with a revised plan. Since the proposed unit number exceeded 300, the application required two new Planning & Zoning Commission public hearings which were held on May 22nd and May 29th, 2019. On May 29, 2019, the Commission voted 5-0 in favor of forwarding the application to the City Council with a recommendation of approval subject

to conditions.

Financial Impact:

No financial impacts are anticipated with this request.

Policy Impact:

There are no policy impacts affiliated with this Direct to 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 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 & Zoning Commission.

Has There Been Previous Council Decision on This:

Council reviewed an earlier version of this application and declined to read the rezoning ordinance for the first time.

Options and Alternatives:

The City Council may approve the ordinance as proposed, approve the ordinance with modified conditions, or deny the ordinance.

Background/History:

The subject site is located between the Rio de Flag Business Park to the east and Aspen Place at the Sawmill subdivision to the west. The most recent use of the subject site was as an industrial rental property formerly known as Jeld-Wen of Arizona. According to the Historic Resource Study letter report conducted by Cornerstone Environmental in April 2018, the existing three buildings were constructed in the mid-1970s. The site has an approximate elevation of 6,860 feet and the local topography is generally flat with a gentle slope to the southeast toward Rio de Flag. There are Ponderosa pines in the northeast and southeast corners of the east parcel.

On September 21, 2018, the Inter-Department Staff (IDS) approved a site plan, a copy of which is attached to this report, for the proposed development subject to successfully obtaining a Direct to Ordinance Zoning Map Amendment (rezoning). Since Council declined to read the rezoning ordinance, the original site plan is not approved. On May 3, 2019, the applicant submitted a new revised application and site plan (attached). The Inter-Division Staff reviewed the revised application on May 9, 2019, and conditionally accepted the application as complete. An official Site Plan Minor Modification application will need to be reviewed and approved following approval of this rezoning request.

Key Considerations:

The commercial parcel will consist of retail, service and/or office uses. Site access will be from a right-in/right-out only driveway on Butler Ave. and a driveway on Sawmill Rd. The commercial portion of this rezoning is conceptual in nature but must meet several requirements as outlined in the Development Agreement in order to comply with the Urban Activity Center as defined in the Regional Plan. This includes a minimum of 19,000 square feet of commercial space and a minimum building height of 32 feet, in order to have the appearance of a two-story building. If there are drive-through related uses, the Development Agreement limits the number and placement of any drive-through lanes. The commercial buildings are currently proposed as single-story structures. The current concept plan for this parcel includes two buildings which total 22,300 square feet and cover approximately 23 percent of the parcel (0.23 FAR). The Highway Commercial zone allows a Floor Area Ratio (FAR) of 3.0. A surface lot will provide approximately 99 parking spaces. Development on the commercial parcel will be required to complete Site Plan review and approval prior to submitting for civil plan or building plan review.

The two five-story multi-family buildings and six 2-story townhome-style apartments will include 333 units, ranging from efficiency and studio to four-bedroom units. The residential project will include an integral clubhouse and leasing facility as well as a fitness center. A 2,000 square foot flex building, which will be open to both residents and the public, has been added to the revised site plan. Site access will be provided from two driveways on Sawmill Rd. Approximately 401 surface parking spaces and 318 structured parking spaces, including 16 ADA accessible parking stalls, will be provided along with secure, indoor bike parking areas and exterior bike racks. The two buildings face one another and border an east/west Main Street which is aligned with Kensington Dr. to the west. A pedestrian bridge over the Main Street connects the two buildings at the third-floor level. Each building layout defines outdoor courtyards that will be used as tenant recreation areas. The HR zone permits a maximum building height of 60 feet or 65 feet for areas of pitched roofs (greater than 6:12). The highest ridgeline of the buildings will be 65 feet with a few tower elements that approach 67 feet which are permitted by section 10-50.30.030 of the Zoning Code. The residential project meets both open space and civic space for the HR zone. The minimum density requirement in the HR zone is 10 units per acre and the maximum density allowed is 29 units per acre (outside the Resource Protection Overlay). The proposed residential gross density for this project is approximately 27 units per acre based on the overall residential site of 12.27 acres.

The site plan includes a new six-foot wide sidewalk along Butler Avenue and new five-foot wide sidewalk along Sawmill Road frontages to accommodate pedestrian trips while existing bike lanes and four near-by transit stops will accommodate other alternative travel mode demands. The FUTS trail connection through the south end of the property provides additional pedestrian and bike connectivity. To help mitigate the anticipated traffic impacts from this development, the City is requiring the developer to contribute $200,000 towards the cost of improvements to the Lone Tree Rd. corridor. In addition, based on City warrants and turn volume estimates, the site’s Butler Avenue driveway will require a right-turn deceleration lane.

The developer of this proposed project will be contributing to affordable housing by setting aside 10% of the units for income-qualified individuals and providing $500,000 to the city's Housing Section for the purpose of providing affordable housing to the Flagstaff community. For all development agreement points, refer to the attached Development Agreement.

If the rezoning request is approved and the 14.51-acre site is rezoned to Highway Commercial (HC) and High-Density Residential (HR), the proposed commercial project and multi-family residential project will be considered permitted uses in each zone.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Community benefits and considerations related to this request are addressed in more detail in the attached Planning & Zoning Commission Staff Report dated May 7, 2019.

Community Involvement:

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 1,000 feet (exceeding the minimum of 300 feet) of the site excluding rights-of-way.

For the revised application, the applicant was required to hold a new neighborhood meeting prior to the Planning & Zoning Commission meetings. The meeting was held on May 16, 2019, at the Aquaplex. The results of the meeting are included with the attached Citizen Participation Report. All of the meetings included an open house period, followed by presentations from the applicant and a question and answer session with scribes recording questions and comments. Comments on the project included the following topics: change of industrial zoning, reason for the Butler driveway design change, increased traffic, retail pad, change in unit mix, pet friendly question, building heights, preserving some of the existing trees, wildlife concerns, parking garage design, affordability, and appreciation of the responsiveness by the developer to the citizen concerns.

With the revised application, as of this writing, staff has received one phone call on May 28th. This individual had questions on the revised project, objected to the proposed multi-family use and height of the project, but complimented the proposed flex building which will be open to the public. At the May 22nd Planning & Zoning Commission meeting, one resident expressed concerns about traffic, removal of trees and the lack of need for student housing or commercial space. A second speaker expressed general concern about student housing. At the May 29th Planning & Zoning Commission meeting, the same two speakers voiced additional concerns about winter ice and maintenance, training for residents on recycling, the desire to incorporate small park/green spaces into the development, and concerns for deer that currently move through the site from the Rio de Flag corridor and across Butler Avenue.

Expanded Options and Alternatives:

<u>Findings for Reviewing Proposed Zoning Map Amendments</u>

Direct to Ordinance 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, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

- (Recommended Action): The City Council may approve the Direct to Ordinance Zoning Map Amendment as recommended by the Planning & Zoning Commission and staff by reading and adopting Ordinance No. 2019-20.
- The City Council may approve the Direct to Ordinance Zoning Map Amendment with modified

conditions.

- The City Council may deny the Direct to Ordinance Zoning Map Amendment.

Attachments:

Presentation
Vicinity Map
Application
New Legal Notice
Ord. 2019-20
Planning & Zoning ZMA Staff Report 5/7/19
Comparison of Zoning Categories
Applicant's Project Narrative
Citizen Participation Plan Report May 2019
3rd Nbrhd Mtg Summary May 2019
Site Plan Approval Letter
Site Plan Conditions of Approval
Approved Site Plan
Preliminary Landscape Plan
Revised Site Plan May 2019
Residential Architectural Plans
Conceptual Retail Anchor Elevations
Conceptual Retail Shops Elevation
Letter Rec'd from Public
Updated Development Agreement
Exhibit A Legal Description
Exhibit B_Site Plan & Elev
Exhibit C_Concept Plan Commercial Property
Exhibit D Phasing Plan
Exhibit E, Revised Affordability Plan
Exhibit F Zoning Ordin.

Zoning Map Amendment Request PZ-19-00081

City Council Meeting

June 18, 2019

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

LOCATION & SURROUNDING USES



SUBJECT SITE – Looking Southeast

825 & 829 E Butler Avenue



FLAGSTAFF REGIONAL PLAN 2030

Policy Analysis – The list *below* identifies key points and community benefits supporting (+) or not supporting (-) the proposed amendment:

(+) The property is considered redevelopment, is within the Urban Growth Boundary, and can be efficiently and effectively provided with facilities & services by the City;

(+) The project will meet the connectivity characteristics desired for an urban activity center & connect to the FUTS system in the future;

(+) The project is adding high density residential to an Activity Center that is identified in the High Occupancy Housing Plan as an appropriate location for denser development;

FLAGSTAFF REGIONAL PLAN 2030

Policy Analysis Cont'd (SUPPORTING factors):

(+) The project continues the pattern of development for the adjacent properties in the activity center;

(+) The project is centrally located with convenient access to many required resources, including transit;

(+) The project opted into many of the High Occupancy Housing Plan findings and desired goals and policies, even though it is not required to consider these policies due to the overall site density;

(+) The project will include a 10% contribution of units to affordable housing and a $~~100,000~~ **$500,000** contribution to the trust;

(+) The multi-purpose Main Street is an innovative & activated design feature that will create flexible civic space & opportunities for public art.

FLAGSTAFF REGIONAL PLAN 2030

NEUTRAL: While the site does not achieve vertical mixed use, it does continue the pattern of the existing activity center.

NOT SUPPORTING:

(-) The project does not include residential or office uses over the commercial buildings fronting the Butler Ave. corridor, but does create a 2-story façade to create the impression of increasing mass along the Great Street;

~~**(=)** The project may not include employment type uses within this Activity Center;~~ and,

(+) The commercial project will include employment type uses including Goodwill Industries which anticipates 50 employees and provides job training

~~**(=)** The project does not provide a mix of housing types;~~

(+) The project provides a mix of housing types, multi-family unit types and price points.

(-) The presence of drive-through lanes on the commercial site is not a preferred element in an urban activity center.

REQUEST:

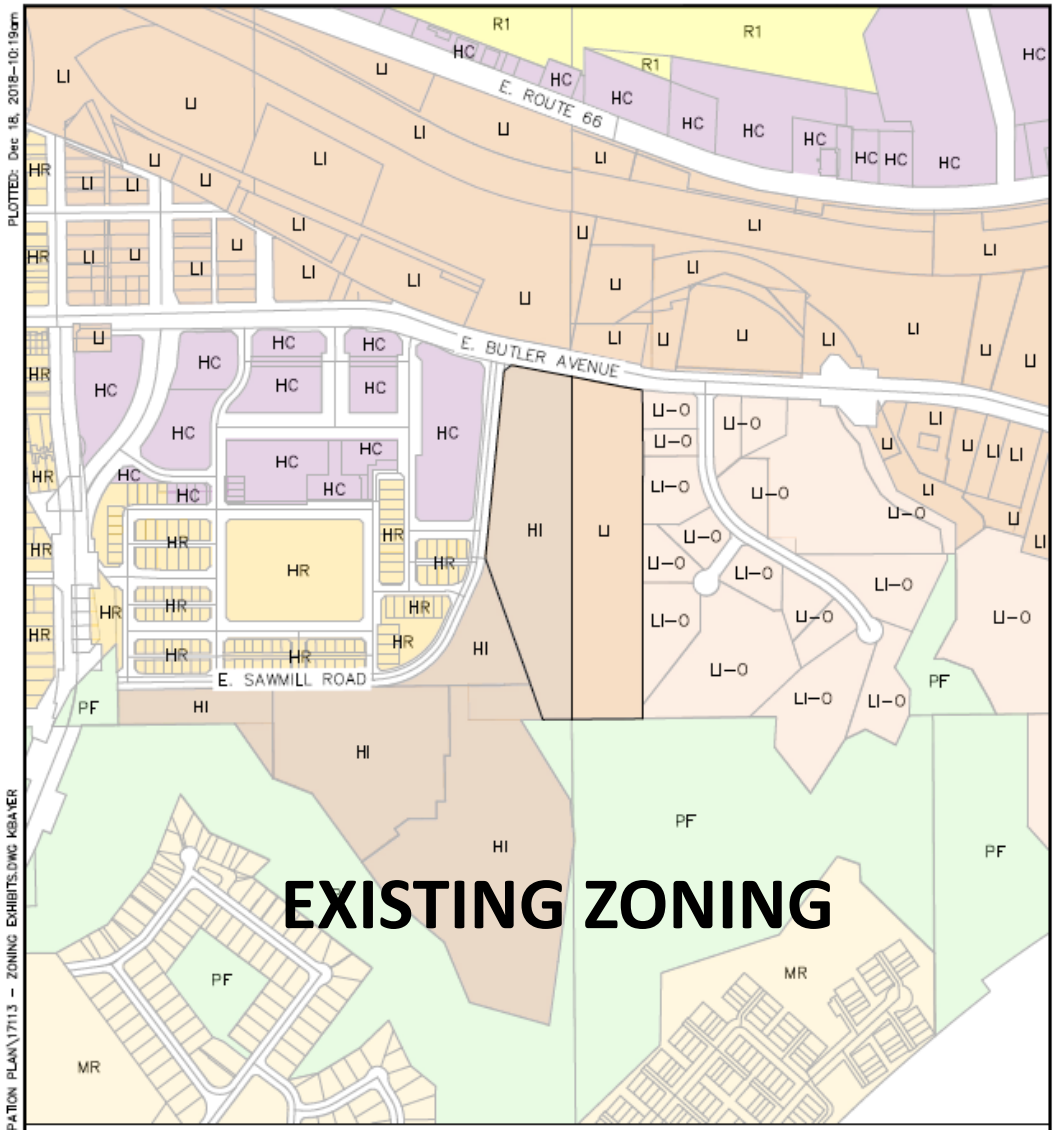
McGrath Real Estate Partners is requesting rezoning approval to permit a development with a minimum of 19,000 SF of commercial space in conjunction with a ~~238~~ **333**-unit (~~854~~ **764** bedroom) multi-family project.

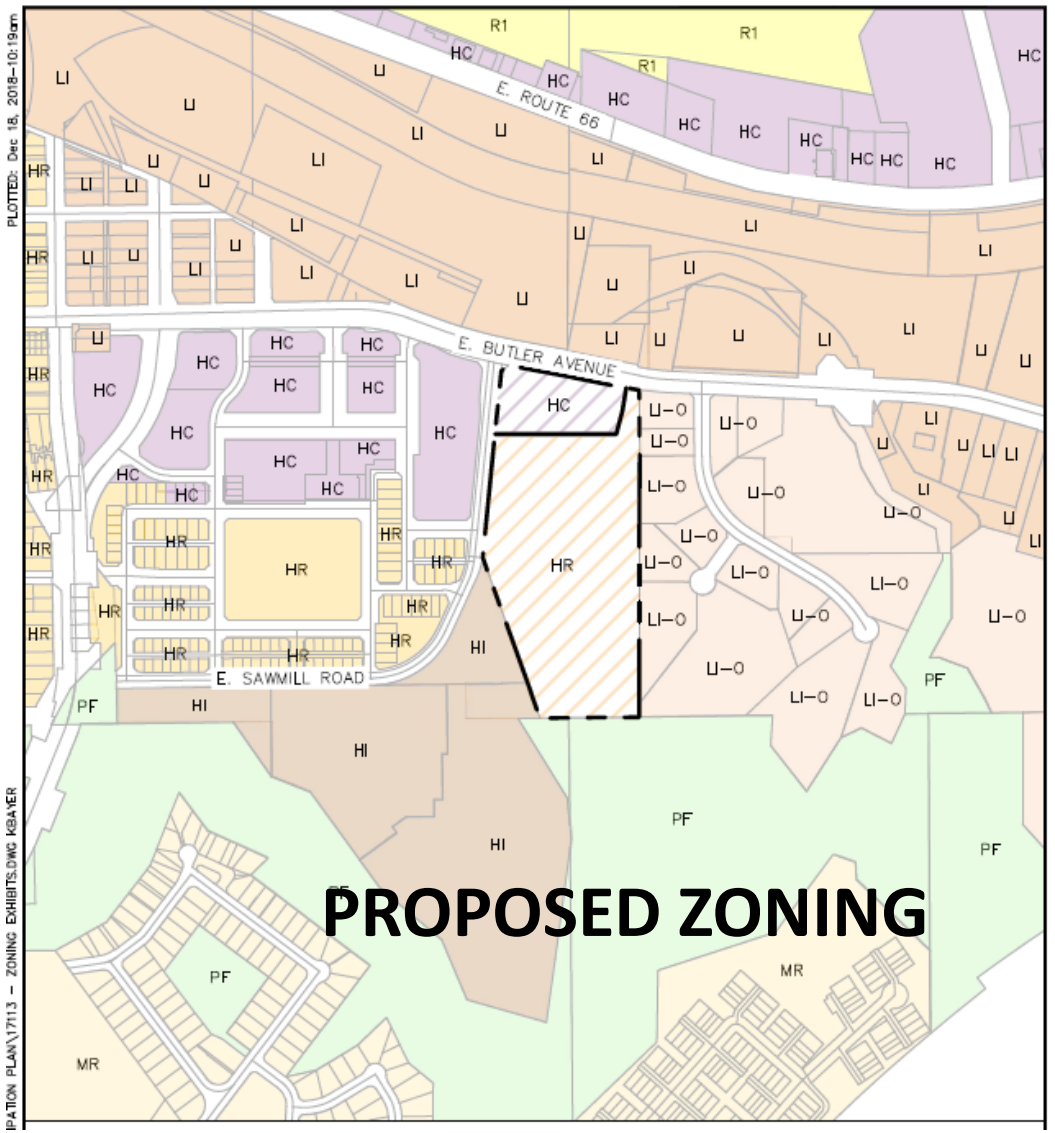
If approved, 14.51 acres will change from Light Industrial (LI) & Heavy Industrial (HI) to:

2.24 acres of Highway Commercial (HC)

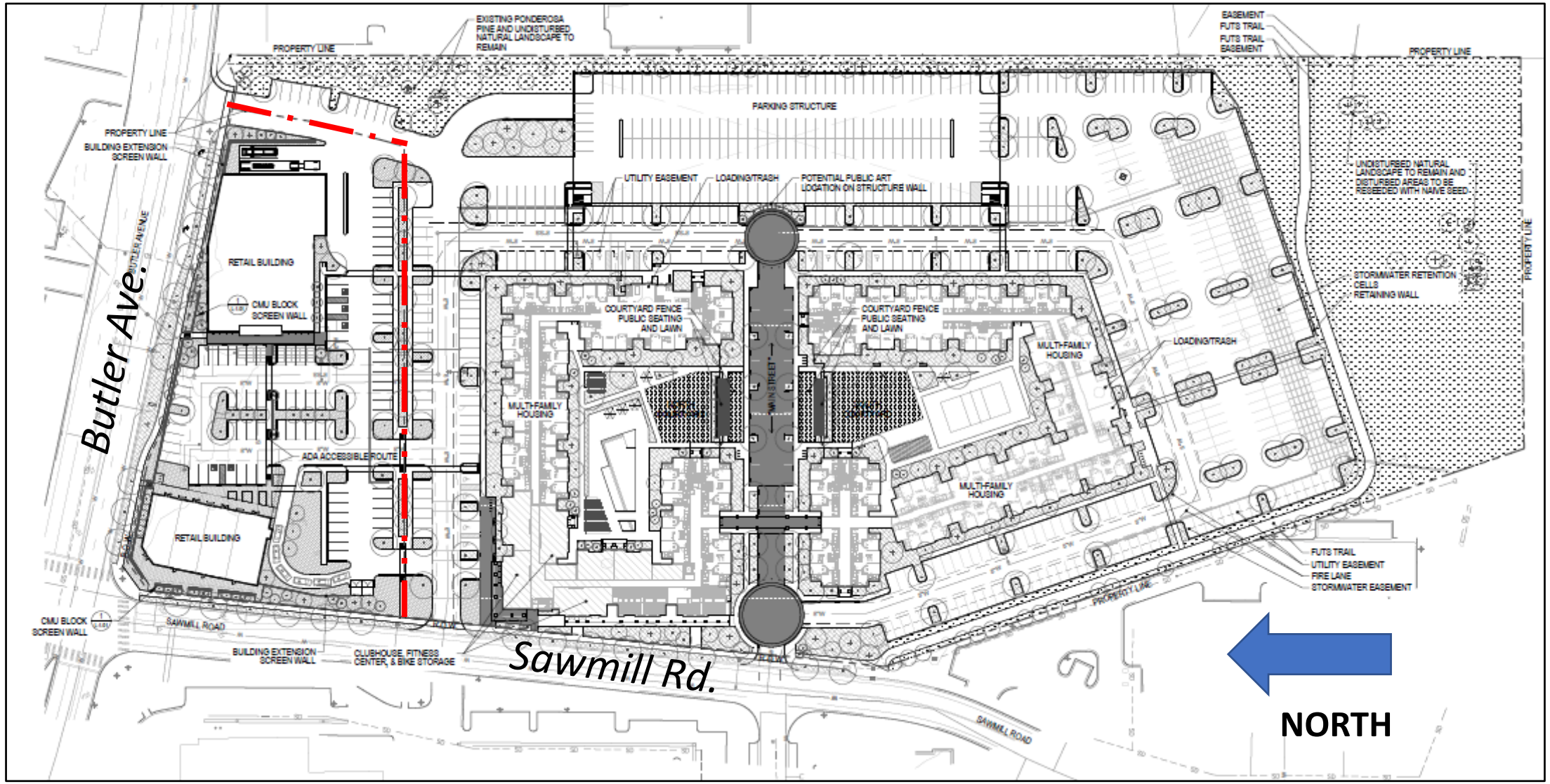
12.27 acres of High Density Residential (HR)

ZONING EXHIBIT

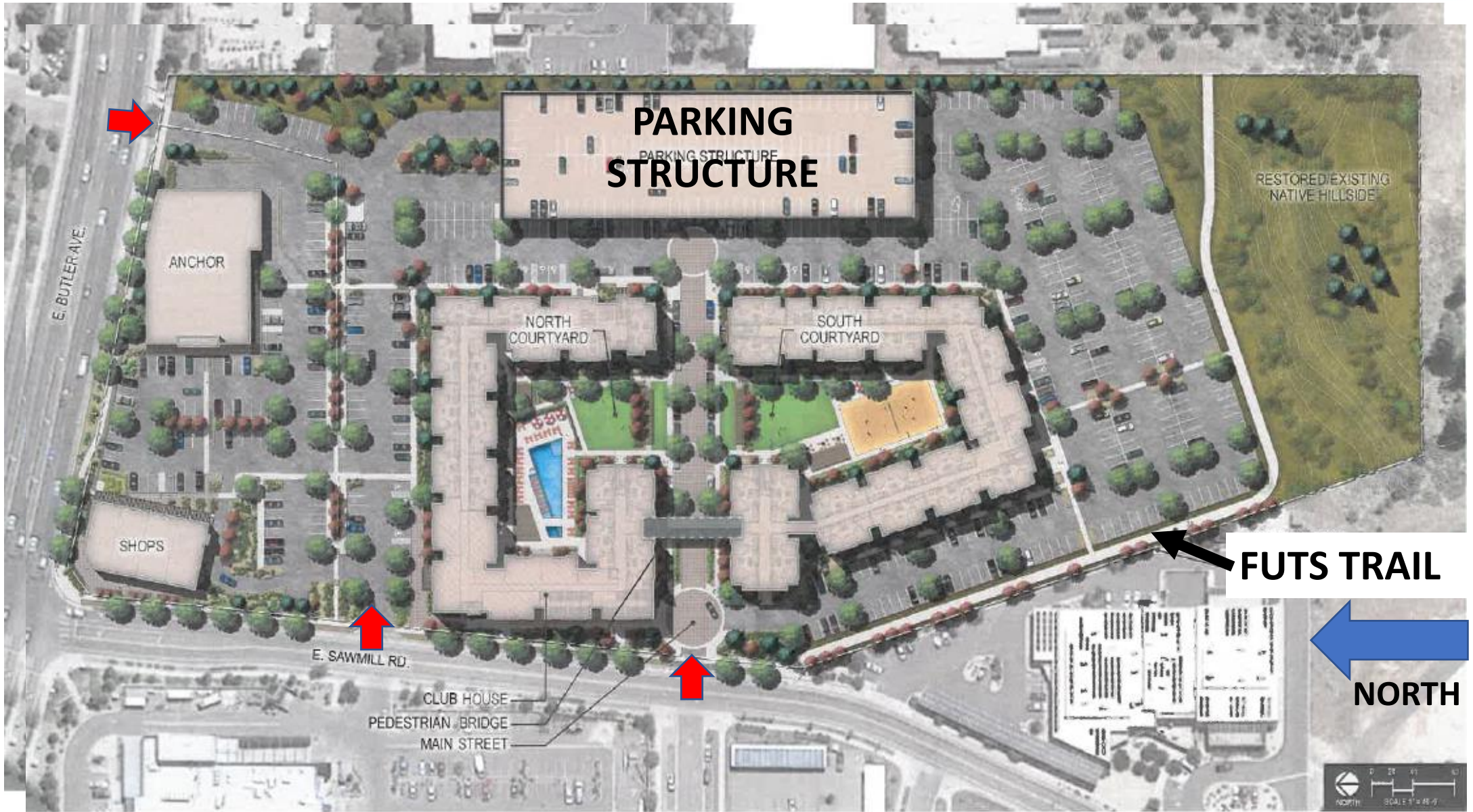




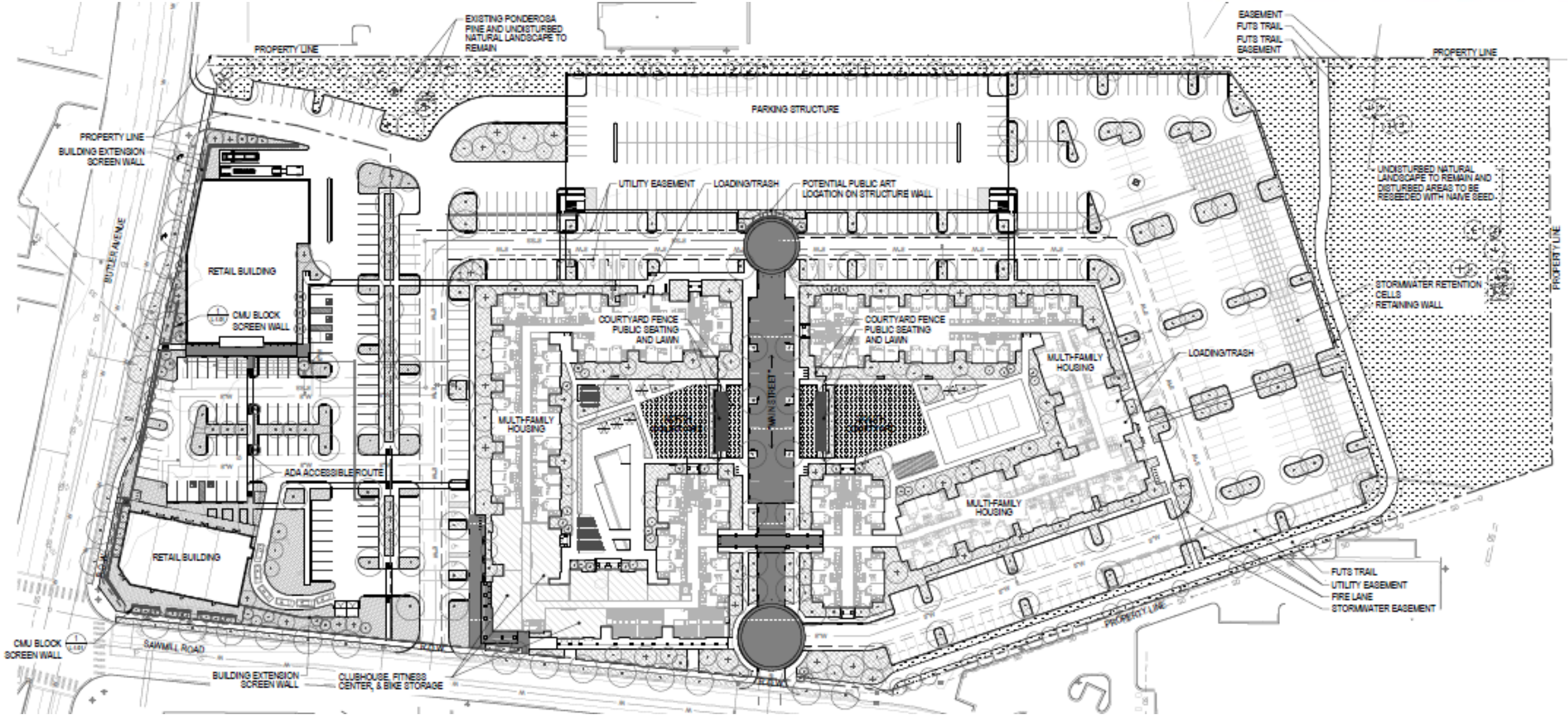
PROPOSED SITE PLAN



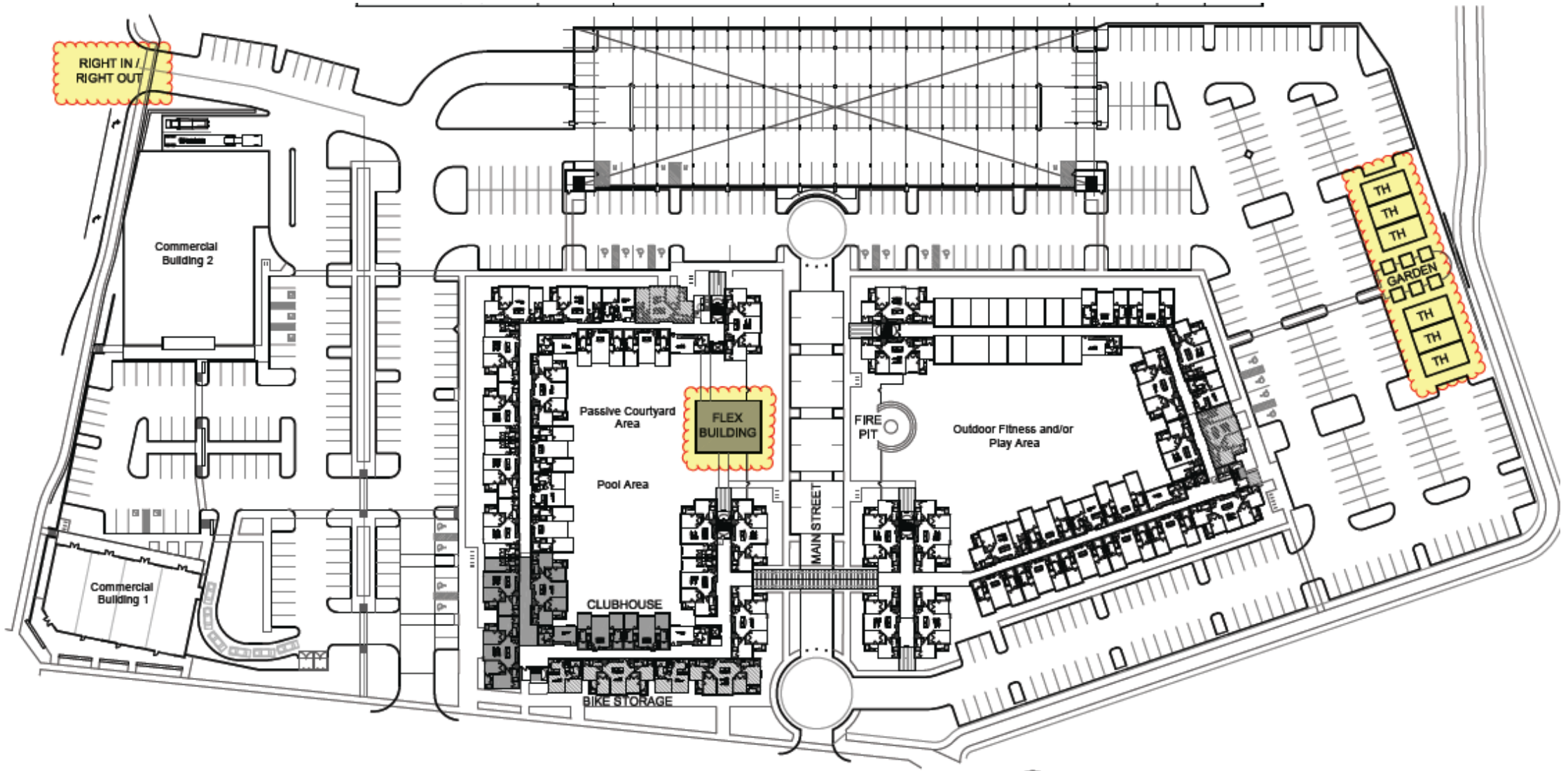
RENDERED SITE PLAN



CONCEPTUAL LANDSCAPE PLAN



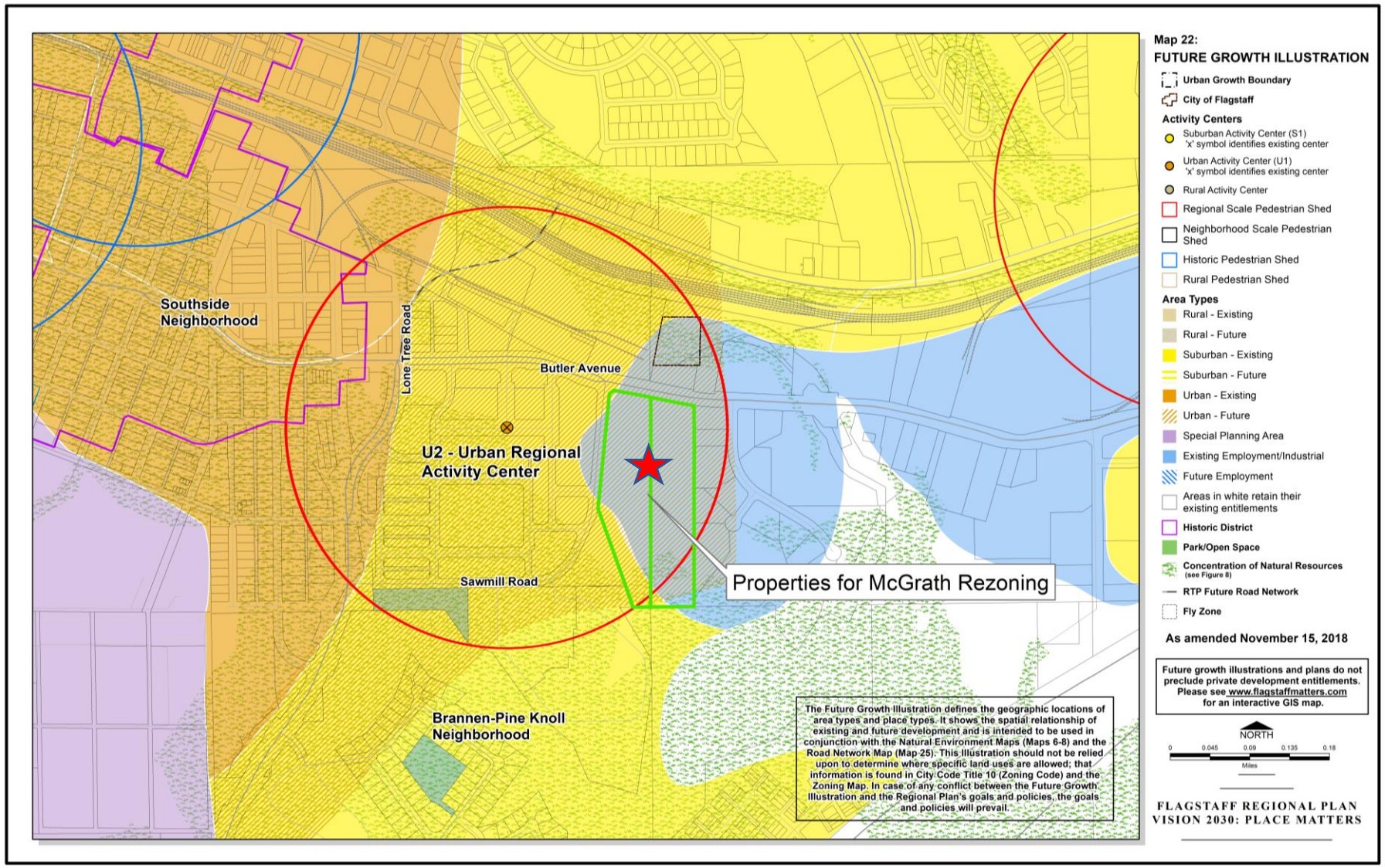
REVISED SITE PLAN



REVISED UNIT MIX

UNIT TYPE	NUMBER OF UNITS	NUMBER OF BEDROOMS	NRSF	NET SQ. FT. PER UNIT TYPE	NUMBER	%	ORIGINAL %
A-E Efficiency	60	60	308	18,480	116	35%	7%
A-S Studio	28	28	449	12,572			
A1: 1bdr/1bath	28	28	659	18,452			
B1: 2bdr/2bath	51	102	971	49,521	77	23%	6.7%
B1a: 2bdr/2bath	20	40	1,087	21,740			
TH1: 2bdr/2.5bath	6	12	1,200	7,200			
C1: 3bdr/3bath	66	198	1,155	76,230	66	20%	6.3%
D1: 4bdr/4bath	74	296	1,397	103,378	74	22%	80%
TOTAL/AVG	**333**	**764**	**924**	**307,573**	**333**	**100%**	**100%**

FLAGSTAFF REGIONAL PLAN 2030 – Future Growth Illustration Map



FLAGSTAFF REGIONAL PLAN 2030 CONFORMANCE

An Urban Activity Center:

- Includes mixed-use, **mix of housing types**, **mixed price ranges**, walkable, transit-oriented design
- Can include regional or neighborhood commercial
- Calls for a density range greater than 8 units/acre for mixed-use, or greater than 13 units/acre for residential only projects (proposed project has ~~19~~ **27** units/acre)
- "Industrial not appropriate for the urban context" (page IX-35)

ZONING CODE STANDARDS COMPARISON

COMMERCIAL PORTION

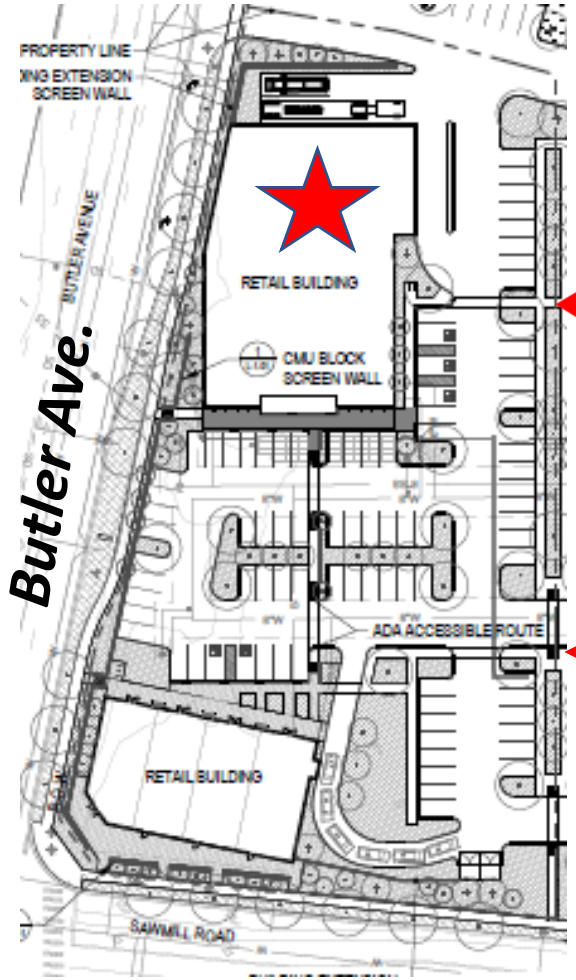
STANDARDS	EXISTING ZONING (LI/HI)	PROPOSED ZONING (HC)	PROPOSED PROJECT
Civic Space	0.0	5%	5%
Maximum Building Height	60’	60’/65’ (pitched roof)	32’
Floor Area Ratio (Total Building Square Feet/Site Area)	1.5	3.0	0.23

RESIDENTIAL PORTION

STANDARDS	EXISTING ZONING (LI/HI)	PROPOSED ZONING (HR)	PROPOSED PROJECT
Civic Space Common Open Space	0.0 0.0	5% 15%	5.2% 19%
Maximum Building Height	60’	60’/65’ (pitched roof)	60’/65’ (pitched roof)
Minimum Density (units/acre) Maximum Density (units/acre)	N/A	Min. 10 units/ac Max. 29 units/ac	~~19.4~~ units/acre **27.1 units/acre**

ARCHITECTURAL ELEVATIONS

Commercial Anchor



Pedestrian connection to residential

North



1 FRONT ENTRY ELEVATION



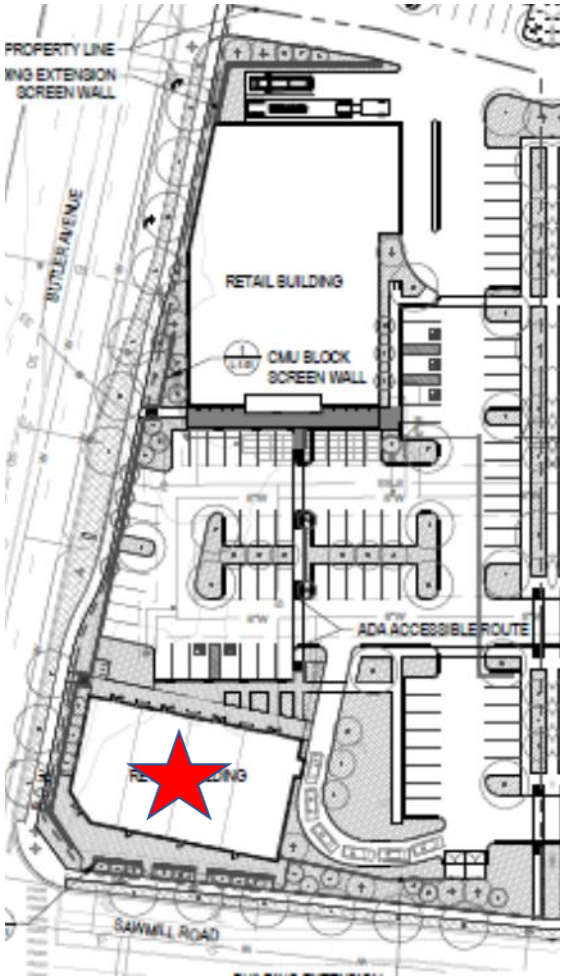
2 SIDE STREET ELEVATION

North Elevation: Faces Butler Ave.

Anchor
Conceptual Building Elevations
Flagstaff, Arizona

ARCHITECTURAL ELEVATIONS

Commercial Corner Building



North



ARCHITECTURAL ELEVATIONS

Residential Buildings

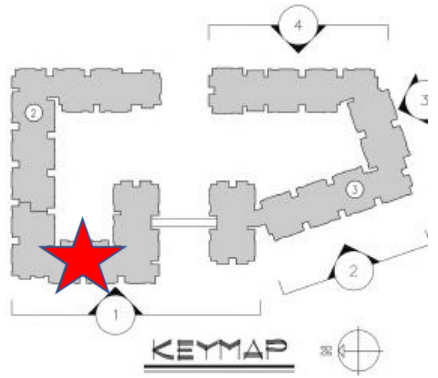
West elevation of the north tower; facing Sawmill Rd & Aspen Place at the Sawmill

Height at peak of roof: 64’- 8”



Building Entrance & Clubhouse

Pedestrian Bridge at 3rd story connecting the two buildings



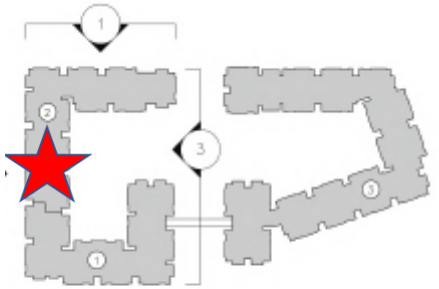
North

ARCHITECTURAL ELEVATIONS

Residential Buildings

North elevation of the north tower; facing Butler Ave. & the commercial project





Building Entrance & Clubhouse

North

DEFERRED SUBMITTALS

Landscaping : Landscaping plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment. Applicant provided a conceptual Landscape Plan which generally meets all standards. A final Landscape Plan will be reviewed at the time of civil plan submittal.

Outdoor Lighting: Outdoor lighting plans are also not required with Direct Ordinance Zoning request. The subject property is within Lighting Zone II and is allowed 50,000 lumens/acre. The applicant has committed to exceeding the City's outdoor lighting standards. A plan will be reviewed at the time of building permit submittal.

PUBLIC SYSTEMS IMPACT ANALYSIS

Traffic and Access: *Traffic Impact Analysis* was conducted in 2018

- Proposed development expected to generate less than 500 peak hour trips

- Of 7 nearby intersections, the only intersection showing poor existing operational conditions was Lone Tree Rd/Sawmill Rd intersection; and to mitigate this…

- City is requiring developer to contribute $200,000 towards the cost of a future traffic signal at Lone Tree Rd/Sawmill Rd

- The site's Butler Ave. driveway will require a right-turn deceleration lane

Water & Sewer: *Water & Sewer Impact Analysis* conducted May 2018

- Determined adequate capacity & that no off-site water or sewer improvements will be required

- Developer must design and construct all on-site and connecting infrastructure per the COF's Engineering Standards.

Stormwater: *Drainage Impact Analysis* conducted July 2018

- Determined downstream drainage impacts from the proposed development and identified mitigation options

- On-site drainage basins (including StormTech chamber systems) will be designed to have no increased runoff volume and no increase in peak flows for 10 & 100-year storm events

DEVELOPMENT AGREEMENT

Defines roles and responsibilities of City and Developer

A development agreement has been prepared and will be presented to City Council for potential approval on ~~February 19th~~ **July 2nd**; includes:

- Development Standards
- Safety Plan for Multi-Family Housing ($25,000 to COF Police Dept.)
- **$10,000 contribution to Fire Department**
- Affordable Housing (10% of units and add'l ~~$100,000~~ **$500,000** contribution)
- Materials Management (sustainability)
- Transportation Improvements ($200,000 contribution)
- FUTS connection
- Potential Phasing
- **If commercial portion has not been completed within 6 years of D.A., the City Council may take action to cause the property to revert to the HI/LI zoning**

CITIZEN PARTICIPATION

In accordance with State Statute:

- Public Hearing Notices were mailed to all property owners within 1,000 feet of subject property (exceeding the min. 300 feet) **[New notices mailed May 3, 2019]**
- Advertisement appeared in AZ Daily Sun & signs were posted on the property

Applicant held two Neighborhood Meetings at Murdock Center:

- April 24, 2018 (16 individuals attended)
- July 30, 2018 (13 individuals attended)
- **May 16th, 2019 (8 individuals attended) meeting held at Aquaplex for revised plan**
- Comment topics from public included traffic impacts, heights/materials of proposed buildings, who project will be marketed to, existing trees, types of amenities, FUTS, security plan, and affordability
- One letter from the public has been received, in favor of the project, and is included in the Citizen Participation Report. No additional letters, emails or phone calls.
- **On May 28th, one phone call from citizen with questions, generally opposed to the project (height, MF type development); likes Flex Bldg being open to the community**

FINDINGS:

Direct to Ordinance Zoning Map Amendments

(1) The proposed amendment is consistent with and conforms to the goals and policies of the General Plan and any applicable specific plans;

(2) 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;

(3) The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access, public services, and utilities 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.

RECOMMENDATION

This item requires two Public Hearings. The Planning & Zoning Commission held Public Hearings on May 22nd and 29th.

On May 29th, the Planning & Zoning Commission voted 5-0 to recommend forwarding the Zoning Map Amendment to City Council with a recommendation of approval, in accordance with the findings presented in the staff report, subject to the following conditions of approval:

1. ~~The subject property must be developed in accordance with the approved site plan and the conditions of approval dated September 21, 2018. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.~~ **The applicant shall submit an application for Site Plan Minor Modification for review and approval by the Inter-Division Staff prior to submittal of civil engineering or building permits. The subject property must be developed in accordance with the approved Site Plan modification and the related conditions of approval.**

2. For the commercial portion of the development, final architectural design and site layout will be reviewed and approved with a separate Site Plan submittal and will be in conformance with the approved Development Agreement and Zoning Map Amendment conditions.

Conditions of Approval cont'd

3. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.

4. All terms, conditions, and restrictions detailed within the "McGrath Development Agreement" must be fully satisfied.

5. In the event that Certificate of Occupancy has not been granted on the improvements on the commercial parcel within six years from the date of this Agreement, after notification by certified mail to the owner and applicant who requested the rezoning, the City shall schedule a public hearing before City Council to take action to extend, remove or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former zoning classification.

NEXT STEPS

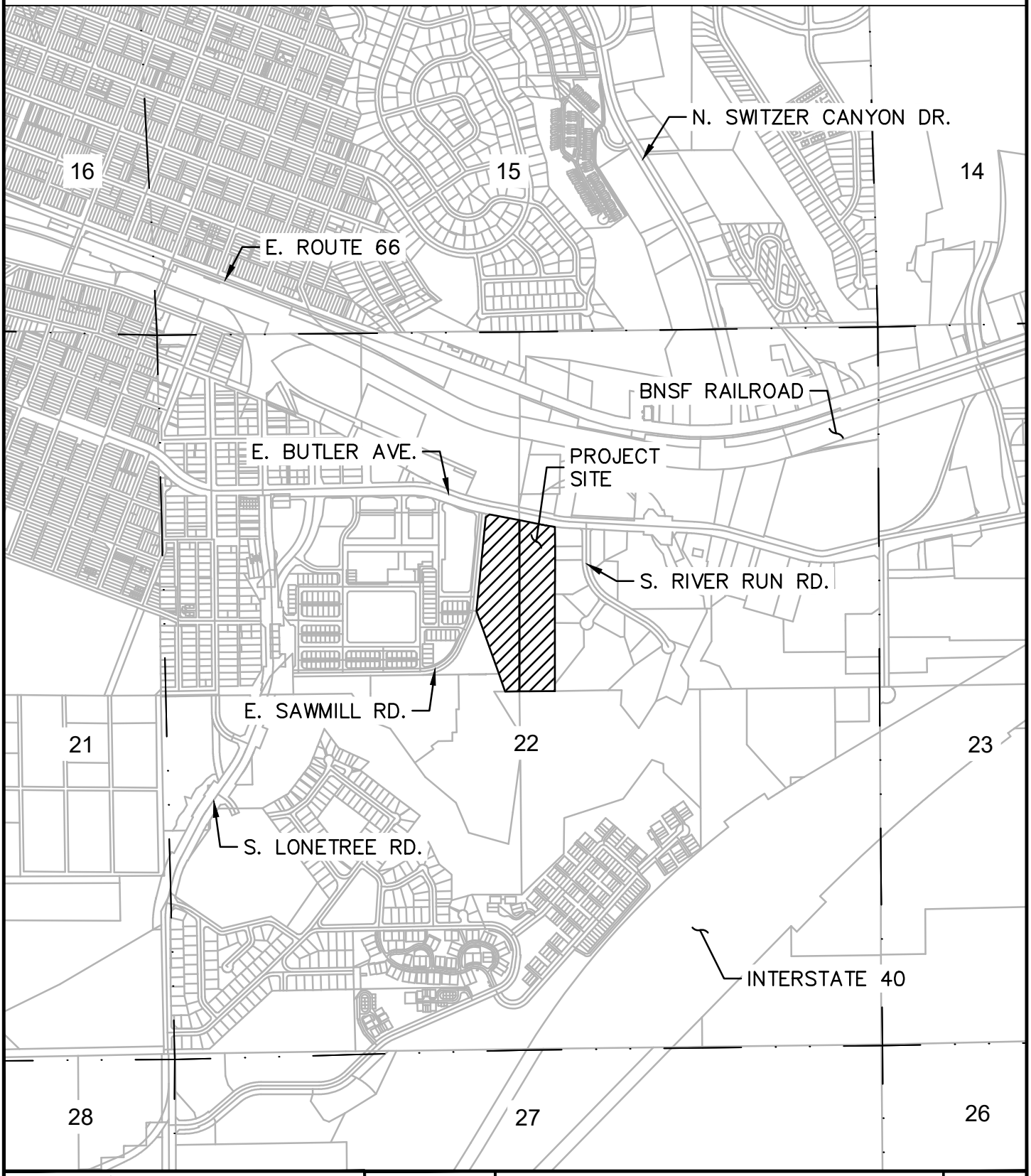
Planning & Zoning Comm. Meeting #1	May 22, 2019
Planning & Zoning Comm. Meeting #2	May 29, 2019
City Council Meeting (1st Read of Ordinance)	June 18, 2019
City Council Meeting (2nd Read of Ordinance) and resolution for D.A.	July 2, 2019
Ordinance effective 30 days after 2nd Read	August 1, 2019

PLOTTED: Jul 02, 2018–11:16am

FILE: P:\2017\17113\DRAWINGS\CITIZEN PARTICIPATION PLAN\17113 – CITIZEN PARTICIPATION PLAN MAPS.DWG KBAYER

NORTH

LOCATED IN SECTION 22, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



Shephard Wesnitzer, Inc.

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

JOB NO.	17113
DATE	JUL 18
SCALE	1"=1000'
DRAWN	KMB
DESIGN	KMB
CHECKED	SCI

McGRATH MULTI–FAMILY HOUSING & RETAIL — FLAGSTAFF ARIZONA

VICINITY MAP

SHEET 1 OF 4

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

Date Received	**Application for Zoning Map Amendment and/or Minor Regional Plan Amendment**	File Number

Property Owner(s)	Title	Phone	Email
WENDT BUSINESS PARK, LLC			
Mailing Address			**City, State, Zip**
7926 W. REDBIRD RD.			PEORIA, AZ 85383
Applicant(s)	**Title**	**Phone**	**Email**
McGRATH REAL ESTATE PARTNERS		(713)782-5800	
Mailing Address			**City, State, Zip**
950 CORBINDALE RD., STE. #300			HOUSTON, TX 77024
Project Representative)	**Title**	**Phone**	**Email**
BARRETT O. KIRK	CIO	(713) 782-5800	BKIRK@MCGRATHREP.COM
Mailing Address			**City, State, Zip**
950 CORBINDALE RD., STE. #300			HOUSTON, TX 77024

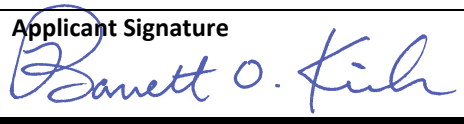
Requested Review ☒ Zoning Map Amendment ☐ Minor Regional Plan Amendment ☐ Continued

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
825 & 829 E. BUTLER AVE.	APN# 104-03-005B & 104-13-002B	N/A
Existing Zoning District	**Proposed Zoning District:**	**Existing Regional Plan Land Use Category**
HI & LI	HC & HR	INDUSTRIAL/BUSINESS PARK

Existing Use	Proposed Use
WAREHOUSE	MULTI-FAMILY AND RETAIL

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)	Proposed Regional Plan Land Use Category
	MIXED USE

Property Owner Signature(required)	Date:	Applicant Signature	Date:
	5/2/2019		5/2/2019

For City Use

Date Filed:	File Number(s):		Type of Zoning Map Amendment:
P & Z Hearing Date:	Publication and Posting Date:		☐ Small scale
Council Hearing Date:	Publication and Posting Date:		☐ Medium scale
Fee Receipt Number:	Amount:	Date:	☐ Large scale
			☐ Multi-phase scale

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold public hearings on Wednesday, May 22, 2019 at 4:00 p.m. and on Wednesday, May 29, 2019 at 4:00 p.m.; and the City Council will hold a Public Hearing on Tuesday, June 18, 2019 at 6:00 p.m. to consider the following:

A. Explanation of Matters to be Considered:

1. A proposed Zoning Map Amendment to the official Zoning Map to rezone 14.51 acres of property from Light Industrial (LI) and Heavy Industrial (HI) to 2.24 acres of Highway Commercial (HC) and 12.27 acres of High Density Residential (HR) for the area described in Part B below and depicted in the map insert to the right.

   The proposed Zoning Map Amendment will allow for a minimum of 19,000 square feet of commercial development including retail, service and office uses, and up to 333 multi-family residential units in two 5-story buildings and six 2-story townhome-style buildings to be constructed on this site.

   An earlier version of this application was already reviewed by the Planning & Zoning Commission and City Council in January and February 2019. This application is a revised request.

B. General Description of the Affected Area:

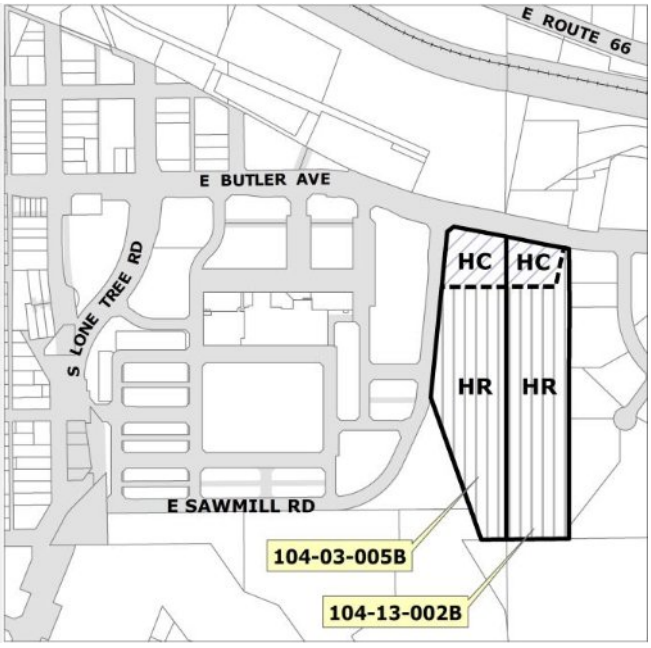
Approximately 14.51 acres located at 825 and 829 East Butler Avenue, Coconino County Assessor's Parcel Numbers 104-13-002B and 104-03-005B, located in the Section 22, T21N, R7E, of the G&SRM, Coconino County, Arizona, as shown on the adjacent map.

The Council hearing for this item may be continued if the Planning and Zoning Commission has not given a recommendation.

Interested parties may file comments in writing to eaveritt@flagstaffaz.gov regarding the proposed Zoning Map Amendment or may appear and be heard at the hearing dates set forth above. Maps and information regarding the proposed Zoning Map Amendment are available at the City of Flagstaff, Planning and Development Services Division, 211 West Aspen Avenue, M-F, 8 am – 5 pm (Summer Hours 7 am – 4 pm).

Unless otherwise posted, all Planning and Zoning Commission meetings and City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

PROPOSED ZONING MAP AMENDMENT
14.51 acres currently zoned LI and HI to be rezoned to 12.27 acres of HR and 2.24 acres of HC, as generally depicted on the map below



ADDRESS: 825 and 829 E Butler Ave
APN: 104-13-002B, 104-03-005B
ACRES: Approximately 14.51 Acres

N

For further information, please contact:

Barrett Kirk
Chief Investment Officer
McGrath Real Estate Partners
950 Corbindale Road, Suite 300
Houston, TX 77024

Phone: 713-268-5150
Email: bkirk@mcgrathrep.com

Publish: May 7, 2019

ORDINANCE NO. 2019-20

AN ORDINANCE AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 14.51 ACRES OF REAL PROPERTY LOCATED AT 825 AND 829 E. BUTLER AVE. ON PARCEL NUMBERS 104-13-002B AND 104-03-005B FROM LIGHT INDUSTRIAL (LI) AND HEAVY INDUSTRIAL (HI) TO 2.24 ACRES OF HIGHWAY COMMERCIAL (HC) AND 12.27 ACRES OF HIGH DENSITY RESIDENTIAL (HR), WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, McGrath Real Estate Partners, LLC ("the Applicant"), has applied for a Direct to Ordinance Zoning Map Amendment of approximately 14.51 acres of real property located within the City of Flagstaff, a legal description of which is provided in **"Exhibit A"** attached hereto and incorporated by this reference ("the Property"), from Light Industrial (LI) and Heavy Industrial (HI), to High Density Residential (HR) and Highway Commercial (HC) for purposes of developing a multi-family residential and commercial project; 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, the Applicant conducted neighborhood meetings on April 24, 2018, July 30, 2018, and May 16, 2019 to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Direct to Ordinance Zoning Map Amendment application, following proper notice and hearings on January 9, 2019, May 22, 2019, and May 29, 2019, and with the result that the Planning and Zoning Commission has recommended approval of the requested Zoning Map Amendment application, subject to the Applicant's compliance with the following five conditions:

1. The applicant shall submit an application for Site Plan Minor Modification for review and approval by the Inter-Division Staff prior to submittal of civil engineering or building permits. The subject property must be developed in accordance with the approved Site Plan modification and the related conditions of approval.

2. For the commercial portion of the development, final architectural design and site layout will be reviewed and approved with a separate Site Plan submittal and will be in conformance with the approved Development Agreement and Zoning Map Amendment conditions.

3. All other requirements of the Zoning Code and other City codes, ordinances, and regulations, shall be met by the proposed development.

4. All terms, conditions, and restrictions detailed within the "McGrath Development Agreement" must be fully satisfied.

5. In the event that Certificate of Occupancy has not been granted on the improvements on the commercial parcel within six years from the date of this Agreement, after notification by certified mail to the owner and applicant who requested the rezoning, the City shall schedule a public hearing before City Council to take action to extend, remove or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former classification.

WHEREAS, staff have recommended approval of the Direct to Ordinance Zoning Map Amendment application, subject to the conditions proposed by the Planning and Zoning Commission, 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 current Planning Division staff and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the proposed Direct to Ordinance 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 Light Industrial (LI) and Heavy Industrial (HI) to Highway Commercial (HC) and High Density Residential (HR) as set forth in **"Exhibits A and B"**, attached hereto and incorporated by reference.

SECTION 6. The City is specifically relying on all assertions made by the Applicant, or the applicant's representatives, whether authorized or not, made at the public hearing on the zone change application unless the assertions were withdrawn on the record. Those assertions are hereby incorporated into this ordinance.

SECTION 7. That the Zoning Map Amendment be conditioned on compliance with that Development Agreement between the City of Flagstaff and the Applicant, approved by the City Council in Resolution No. 2019-02 on July 2, 2019.

SECTION 8. That the Zoning Map Amendment be further conditioned upon the Applicant's satisfaction of the following conditions proposed by the Planning and Zoning Commission:

CONDITIONS:

1. The applicant shall submit an application for Site Plan Minor Modification for review and approval by the Inter-Division Staff prior to submittal of civil engineering or building permits. The subject property must be developed in accordance with the approved Site Plan modification and the related conditions of approval.

2. For the commercial portion of the development, final architectural design and site layout will be reviewed and approved with a separate Site Plan submittal and will be in conformance with the approved Development Agreement and Zoning Map Amendment conditions.

3. All other requirements of the Zoning Code and other City codes, ordinances, and regulations, shall be met by the proposed development.

4. All terms, conditions, and restrictions detailed within the "McGrath Development Agreement" must be fully satisfied.

5. In the event that Certificate of Occupancy has not been granted on the improvements on the commercial parcel within six years from the date of this Agreement, after notification by certified mail to the owner and applicant who requested the rezoning, the City shall schedule a public hearing before City Council to take action to extend, remove or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former classification.

SECTION 9. 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 10. 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 11. This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of July, 2019.

MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

PLANNING AND DEVELOPMENT SERVICES REPORT
DIRECT TO ORDINANCE ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-19-00081

DATE: May 7, 2019
MEETING DATE: May 22, 2019
REPORT BY: Elaine Averitt, AICP

*** All strikeout information is in regards to the previous application. All items in bold underline reflect the proposed changes.**

REQUEST:

Direct to Ordinance Zoning Map Amendment of approximately 14.51 acres located at 825 and 829 E. Butler Avenue from the Light Industrial (LI) and Heavy Industrial (HI) zones to 2.24 acres of Highway Commercial (HC) zone and 12.27 acres of High Density Residential (HR) zone.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Direct to Ordinance Zoning Map Amendment request to the City Council with a recommendation for approval subject to conditions of approval.

PRESENT LAND USE:

The subject property is comprised of two parcels of land adjacent to each other with a north-south property line bisecting the two parcels. Both parcels are currently owned by Wendt Business Park, LLC, and serve as space for a large warehouse, two secondary storage buildings, several material stock piles, and associated parking.

PROPOSED LAND USE:

A development consisting of a minimum of 19,000 square feet of commercial space in two buildings and ~~238~~ **333** dwelling units with ~~854~~ **764** bedrooms in two multi-family residential buildings **and six townhome-style apartment buildings**.

NEIGHBORHOOD DEVELOPMENT:

North:	(Across Butler Ave.) Santa Fe Railway vacant industrial property, Greyhound Bus Station; Light Industrial (LI) Zone
East:	Rio de Flag Business Park; Light Industrial (LI-O) Zone
South:	Coconino County Juvenile Court, County Detention Facility, Open Space; Heavy Industrial (HI) and Public Facilities (PF) Zone
West:	Aspen Place at the Sawmill mixed use development; Highway Commercial (HC) and High Density Residential (HR) Zone

REQUIRED FINDINGS

Staff Review

An application for a Direct to Ordinance 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 and Zoning 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 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.

Findings for Reviewing Proposed Zoning Map Amendments

Direct to Ordinance 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, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

Introduction/Background

The subject site is located between the Rio de Flag Business Park to the east and Aspen Place at the Sawmill subdivision to the west. The existing Rio de Flag Business Park buildings were constructed in the late 1990s through the early 2000s. One of the first buildings to be constructed at Aspen Place at the Sawmill ("Aspen Place") was the Whole Foods building (originally New Frontiers) which was completed in 2007. The Aspen Place developer was required to realign Lone Tree Rd. and construct three new traffic signals at Franklin/Lone Tree, Butler/Lone Tree and Butler/Sawmill as part of the subdivision improvements.

The most recent use of the subject site was as an industrial rental property formerly known as Jeld-Wen of Arizona. According to the Historic Resource Study letter report conducted by Cornerstone Environmental in April 2018, the existing three buildings were constructed in the mid-1970s. The site has an approximate elevation of 6,860 feet and the local topography is generally flat with a gentle slope to the southeast toward Rio de Flag. There are Ponderosa pines in the northeast and southeast corners of the east parcel.

Site Plan Approval

On September 21, 2018, the Inter-Department Staff (IDS) approved a site plan, a copy of which is attached to this report, for the proposed development subject to successfully obtaining a Direct to Ordinance Zoning Map Amendment (rezoning). Should the rezoning be denied, the site plan as submitted will no longer be approved. For purposes of the resubmitted Zoning Map Amendment application, the Inter-Department Staff reviewed a revised Site Plan on May 9, 2019, and conditionally accepted the application as complete. An official Site Plan modification application will need to be reviewed and approved following approval of this request.

Proposed Rezoning and Development Plan

The applicant, McGrath Real Estate Partners, is requesting rezoning approval to permit a development consisting of a minimum of 19,000 square feet of commercial space in conjunction with a ~~238~~ 333-unit with ~~854~~ 764-bedrooms multi-family project. Following rezoning approval, the two existing parcels will be combined into one and split according to the approved Site Plan with an east-west property line bisecting the two parcels. The proposed north parcel located at the southeast corner of Butler Ave. and Sawmill Rd. will be 2.24 acres and will be zoned Highway Commercial (HC). The proposed south parcel will be 12.27 acres and will be zoned High Density Residential (HR).

The commercial parcel will consist of retail, service and/or office uses. Site access will be from a right-in/right-out only driveway on Butler Ave. and a driveway on Sawmill Rd. The commercial portion of this rezoning is conceptual in nature but must meet several requirements as outlined in the Development Agreement in order to comply with the Urban Activity Center as defined in

the Regional Plan. This includes a minimum of 19,000 square feet of commercial space and a minimum building height of 32 feet, in order to have the appearance of a two-story building. If there are drive-through related uses, the Development Agreement limits the number and placement of any drive-through lanes. The commercial buildings are currently proposed as single story. The current concept plan for this parcel includes two buildings which total 22,300 square feet and cover approximately 23 percent of the parcel (0.23 FAR). The Highway Commercial zone allows a Floor Area Ratio (FAR) of 3.0. Development on the commercial parcel will be required to complete Site Plan review and approval prior to submitting for civil plan or building plan review. The Site Plan review will ensure that all architectural standards, pedestrian connectivity, civic space, landscaping, outdoor lighting and other components are in compliance with the Flagstaff Zoning Code. It is anticipated that the commercial parcel pads will develop after the residential parcel. However, all infrastructure will be completed by McGrath Real Estate Partners with the residential parcel.

The two five-story multi-family buildings will include ~~238~~ 333 units, ranging from efficiency and studio to four-bedroom units. The efficiency unit is similar to the studio unit but smaller and more affordable. **In addition, at the south end of the property, six 2-story townhome-style apartments have been added to the project. These 2-bedroom units are included in the new unit mix below.** The unit mix includes the following:

~~UNIT DESCRIPTION~~	~~NO. OF UNITS~~
~~Studio~~	~~7~~
~~1 Bedroom~~	~~10~~
~~2 Bedroom~~	~~16~~
~~3 Bedroom~~	~~15~~
~~4 Bedroom~~	~~190~~
~~Total~~	~~238~~

UNIT DESCRIPTION	NO. OF UNITS
Efficiency (Added type)	60
Studio	28
1 Bedroom	28
2 Bedroom	77
3 Bedroom	66
4 Bedroom	74
Total	333

The residential project will include an integral clubhouse and leasing facility as well as a fitness center. **A 2,000 square foot flex building has been added to the residential site to support community events.** Site access will be provided from two driveways on Sawmill Rd. Approximately ~~431~~ 401 surface parking spaces and 318 structured parking spaces, including 16 ADA accessible parking stalls, will be provided along with secure, indoor bike parking areas and exterior bike racks. The two buildings face one another and border an east/west Main Street which is aligned with Kensington Dr. to the west. A pedestrian bridge over the Main Street connects the two buildings at the third floor level. Each building layout defines outdoor courtyards that will be used as tenant recreation areas. The HR zone permits a maximum building height of 60 feet, or 65 feet for areas of pitched roofs (greater than 6:12). The highest ridgeline of the buildings will be 65 feet with a few tower elements that approach 67 feet which are permitted by section 10-50.30.030 of the Zoning Code. Open space and civic space are addressed later in this report.

The minimum density requirement in the HR zone is 10 units per acre and the maximum density allowed is 29 units per acre (outside the Resource Protection Overlay). The proposed residential gross density for this project is approximately ~~19~~ 27 units per acre based on the overall residential site of 12.27 acres.

Transportation Improvements

The applicant's engineer (SWI) contracted Lee Engineering, LLC, to prepare the APRC Multi-Family Housing and Retail Traffic Impact Analysis (TIA), dated September 2018. As described in the TIA, in general the entire parcel will be serviced through three full access driveways, each of which currently exist. The Butler Avenue driveway will be a right-in/right-out only driveway with the revised proposal. The Butler Avenue access will be relocated slightly to the east to align with a Greyhound bus station driveway on the opposite side of the street and will include a right-turn deceleration lane. The north Sawmill driveway is located opposite an existing driveway serving the Whole Foods store and the south Sawmill driveway is to be relocated to align with Kensington Drive. The south driveway will serve only the residential parking while the other driveways will serve both the residential and retail land uses.

The paved parking area will accommodate approximately 99 retail spaces and ~~749~~ 719 residential spaces, 318 of which are to be structured spaces located on the east side of the property. Staff notes that for ~~238~~ 333 dwelling units, a minimum of ~~606~~ 665 parking spaces are required with a maximum of ~~636~~ 698 (5% above the minimum allowed). Spaces within parking structures; however, are exempted from the maximum. In this case, the parking structure allows the development to have ~~113~~ 21 additional residential parking spaces. The residential buildings include 256 secure indoor, grade-level bike parking spaces. Bike parking will also be available on both the commercial and residential site for the general public.

The site plan includes a new six-foot wide sidewalk along Butler Avenue and new five-foot wide sidewalk along Sawmill Road frontages to accommodate pedestrian trips, while existing bike lanes and four near-by transit stops will accommodate other alternative travel mode demands. The FUTS trail connection through the south end of the property provides additional pedestrian and bike connectivity.

More information on anticipated traffic impacts and required mitigation can be found under the Public Systems Impact Analysis section in this report. A description of the anticipated impact due to the current revised proposal is also in that section.

General Plan/*Flagstaff Regional Plan (FRP 2030)*

The Regional Plan's (The "Plan") Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods provide the framework for the density, intensities, and mix of uses within the area types. The subject property falls within an Urban Activity Center and Butler Avenue is designated as a Great Street.

Urban activity centers are typically located at the intersection of two main thoroughfares. Urban activity centers include mixed-use, mix of housing types, mixed price range, walkable, transit-oriented design; can include regional commercial or neighborhood commercial. Urban Activity Centers call for a density range of greater than 8 units per acre for mixed-use projects, or greater than 13 units per acre for residential only projects.

Applicable General Plan Goals and Policies

Staff has identified Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. These goals and policies are located in an attachment to this report and within the applicant's narrative. The following is a discussion of how the project meets or conflicts with goals and policies in each chapter.

Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)
There were no significant natural resources from the Regional Plan Map 7 identified on this site. In addition, the site was used for light and heavy industrial uses and has very few remaining native trees and plants. The most significant resource on the

site is the steep slope that descends into Sinclair Wash. This slope is being preserved and the site plan will create a public access point from Sawmill Rd. to the back of the property, where the City will eventually build a FUTS trail that connects to the existing trail and interpretive facilities directly south of the project site.

The proposed project meets all dark sky standards for Lighting Zone 2.

The proposed site will increase the density and intensity of uses in a Regional Urban Activity Center with convenient access to Downtown and NAU by walking, bicycling and transit. This along with energy efficiency features of the new buildings, such as easy access to recycling and trash chutes, will decrease the per capita climate change impacts of the residents.

Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management, and Water Quality)
As shown on Map 21, 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. Both of these analyses adequately address the goals and policies of this chapter. The project is implementing the City's Low Impact Development (LID) requirements for stormwater which will bring this site into compliance. The project will not be using reclaimed water or capturing on site water for human uses.

Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)
Butler Avenue is classified as a Great Street in the Regional Plan. The commercial parcel at the front of this site is intended to continue the pattern of buildings from the adjacent Aspen Place development. Loading docks will be fully screened and the corner of Sawmill and Butler will be the primary focus of the site's urban design. The large residential buildings are deliberately set back from Butler Avenue to continue the development pattern of the Village at Aspen Place. Urban design is key for the success of urban activity centers. Walkable-scale developments can achieve many community goals, from increased public transit use to economic development opportunities. Concentrated development, however, must be designed and built with respect for Flagstaff's character. The property owner has created a functional pedestrian-oriented Main Street that lines up with the road and pedestrian network on the west side of Sawmill Road. The parking garage at the terminus of this Main Street has also been identified as a location for public art and the street can be converted into civic space for time-limited events that will activate the development and create a more dynamic activity center.

Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)
The preferred land use scenario used for the Regional Plan includes less single-family development and more mixed-use development in the name of sustainability. "Suburban development means more vehicle miles traveled, greater emissions, and greater water demand. More urban-type development results in fewer vehicle miles traveled, fewer emissions and less water demand." The Plan promotes concentrated development in or near the city core and in Activity Centers. As stated previously, the subject property is located within a Regional Urban Activity Center. The McGrath project is considered an infill, redevelopment site.

The proposed development includes a mixture of residential and commercial uses and is designed to incorporate walking, biking and public art in a manner that creates a complete and connected place. Breaking up the larger building and creating a street network that meets the connectivity requirements of a 600 x 300 urban block is an important evolution for new urban activity centers. The main concern with the conceptual site plan for the commercial parcel is that it includes 2 or more drive-through lanes. While drive-throughs are not explicitly prohibited by the Regional Plan in urban areas, the emphasis on pedestrian over automobile oriented design does not suggest they are a preferred site feature. In all of Downtown Flagstaff there are only 4 properties with drive-through lanes. As the commercial portion of this property is a conceptual plan, it is unclear how many drive-throughs are to be constructed. The development agreement will allow some flexibility in the final Site Plan design; however, it will restrict the number and placement of drive-throughs to comply with the intent of the Urban Activity Center.

The proposed uses of the site may not include employment opportunities as is preferred within an Activity Center, because the commercial parcel does not yet have an approved Site Plan. One possible use for the location is a bank, which may provide employment to the surrounding community. "Existing Activity Centers have great potential for increase activities, densities and mixed-use with focused reinvestment by both the public and private sectors." Currently, this Activity Center is developing into a hybrid of suburban uses along the Butler corridor and an urban mixed use neighborhood south of Piccadilly. The proposed project includes the density, intensity, and mix of uses necessary to activate civic spaces and pedestrian environment. The project meets the connectivity characteristics identified for an urban activity center including block size and access to transit and FUTS.

Transportation (Mobility and Access, Safe and Efficient Multimodal Transportation, Environmental Considerations, Quality Design, Pedestrian Infrastructure, Bicycle Infrastructure, Transit, Automobile, Passenger Rail and Rail Freight, Air Travel, and Public Support for Transportation)
The McGrath project would increase the density and intensity of residences and commercial activities in a highly connected multi-modal part of the City. The increased FUTS and street connectivity and access to transit provide strong support for walking, biking and transit as competitive mode choices for residents at this site.

The proximity of the site to Lone Tree Rd. also allows the developer to contribute to the future intersection improvements at Sawmill Rd. and Lone Tree Rd., which will be completed as part of the Lone Tree Rd. improvements that are moving forward under the recently approved transportation taxes.

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 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. The Regional Plan narrative identifies the share of public improvements that the development will contribute. At this time, there are no impact analysis procedures for public safety (police and fire) related services.

Neighborhoods, Housing, and Urban Conservation
NAU students make up approximately 25% of the City's population. The student population's increasing demand for housing impacts the cost and availability of housing in the region, which results in a higher demand for multi-family housing. This demand has also impacted the affordability of housing City wide. Part of the strategies identified in the High Occupancy Housing Plan was to concentrate opportunities for student housing in Regional Activity Centers, especially those close to campus, while minimizing the impacts of new development on existing neighborhoods. The hope is that creating more housing for students where their demand is highest would eventually free up and lower the cost of housing elsewhere in the City. In order to help address affordability further, the developer of this proposed project will also be contributing to affordable housing by setting aside 10% of the units for income qualified individuals and providing ~~$100,000~~$500,000 to the Affordable Housing trust in order to help provide affordable housing through other projects. These contributions will help those in the community struggling to afford to move or stay a part of Flagstaff.

~~The project does not, however, provide a mix of housing types on-site.~~The revised project provides a greater mix of housing types on site by substantially modifying the mix of unit types and adding six 2-story townhome style apartment units separate from the 5-story apartment buildings. For example, 60 efficiency units have been added to the unit types and the percentage of 4 bedroom/4 bath units has changed from 80 percent of the total units down to 22 percent. ~~All units will be apartments that are part of the same complex; and most will be 4-bedroom units, which are often occupied by students.~~ The proposed commercial and residential housing project does make use of an existing underutilized site as encouraged by the Regional Plan.

Economic Development (Responsive Government, Education and Workforce Training, Business Retention, Expansion and

Entrepreneurship, Business Attraction, Tourism, Community Character and Redevelopment and Infill)
The McGrath development is a prime example of redevelopment of an underutilized property designed to accomplish regional transportation improvements within a designated Activity Center.

Recreation
Development projects are encouraged to integrate active and passive recreation sites into their design. The McGrath project provides access to sites for both types of recreation. Private and public open space areas have been incorporated into the project boundaries and connections to open space and the nearby County park were considered in the design of the site. Ample civic space is provided to enhance the public and commercial component of this mixed-use development.

Plans for the site do show a pool amenity, which is not a preferred amenity for urban places in Flagstaff.

Policy Analysis

This list below identifies several key points and community benefits supporting (+) or not supporting (-) the proposed amendment:

+ The property is considered redevelopment, is within the Urban Growth Boundary, and can be efficiently and effectively provided with facilities and services by the City;
+ The project will meet the connectivity characteristics desired for an urban activity center and connect to the FUTS system in the future.
+ Adding high density residential to an Activity Center that is identified in the High Occupancy Housing Plan as an appropriate location for denser development.
+ The project continues the pattern of development for the adjacent properties in the activity center.
+ The project is centrally located with convenient access to many required resources, including transit;
+ The project opted into many of the High Occupancy Housing Plan findings and desired goals and policies, even though it is not required to consider these policies due to the overall site density.
+ The project will include a 10% contribution of units to affordable housing and a ~~$100,000~~ $500,000 contribution to the trust.
+ The multipurpose "Main Street" is an innovative and activated design feature that will create flexible civic space and opportunities for public art.
+ **The project is anticipated to include employment type uses within this Activity center.**
+ **The project provides a mix of housing types, multi-family unit types and price points.**

Neutral – While the site does not achieve vertical mixed use, it does continue the pattern of the existing activity center.

- The project does not include residential or office uses over the commercial buildings fronting the Butler Avenue corridor, but does create a two story façade to create the impression of increase massing along the Great Street;
- ~~The project may not include employment type uses within this Activity Center~~; and,
- ~~The project does not provide a mix of housing types.~~
- The presence of drive-through lanes on the commercial site is not a preferred element in an urban activity center.

High Occupancy Housing Specific Plan

The High Occupancy Housing (HOH) Specific Plan was adopted in February 2018, after the Concept Plan review and before the Site Plan submittal on this case. Although this proposed ~~19~~27-unit per acre (~~70~~ 62 bedrooms per acre) residential development does not meet the threshold of an HOH project (30 to 50 units per acre OR 75 to 125 bedrooms per acre), staff worked with the applicant to integrate some of the strategies into the proposed development. For example, the first Concept Plan proposed one large building wrapped around one central open space area, and with a low level of pedestrian connectivity throughout the site. The applicant agreed to break the large building into two smaller buildings resulting in smaller footprints. A Main Street was

created between the two buildings and additional auto and pedestrian connectivity added throughout the development. The applicant has also agreed to add recycling chutes in addition to garbage chutes for better waste management as suggested in the HOH plan. The HOH Plan states that student housing belongs in Regional Urban Activity Centers. While this is not solely a student housing project, it is anticipated that a large number of residents will be students due to the close proximity to NAU.

Zoning – City of Flagstaff Zoning Code

If this Direct to Ordinance Zoning Map Amendment request is approved, approximately 2.24 acres will be rezoned to the Highway Commercial zone and approximately 12.27 acres will be rezoned to the High Density Residential zone. Development of the site will be conditioned to the approved site plan and a final development agreement. Any substantial change to the approved site plan would require a new rezoning request and further review and approvals by the Planning & Zoning Commission and City Council. The Site Plan provided includes the overall site layout; open space and civic space areas and calculations; parking areas and calculations; preliminary landscaping; architectural renderings and floor plans; colors and material specifications; and 3D views of the proposed development.

Site Planning Standards

In accordance with Section 10-30.60.030 of the Zoning Code (Page 30.60-2), a site analysis was completed in conjunction with the concept plan for this project that considers the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. The findings of the site analysis were used for the layout of the commercial and residential development, open space and civic space areas on site. The single-story commercial buildings are located on the southeast corner of Butler Ave. and Sawmill Rd. The northernmost 5-story multi-family residential building is set back over 300 feet from the Butler Ave. corridor, generally aligning with the existing 5-story Village at Aspen Place mixed-use building to the west. Natural open spaces on the south end of the parcel, undevelopable due to steep slope, are retained as open space. Public civic spaces are provided to connect commercial buildings to both the streets and to parking areas. The residential project includes large private and public spaces created between the two residential buildings. The surrounding land use context includes a variety of uses and structures including single-story to 5-story mixed uses at Aspen Place, single and 2-story buildings in the business park, and open space to the south of the property.

Resource Protection

There is no Resource Protection Overlay zone on the subject site. As described in the open space section below, there are 2.3 acres of open space designated on the residential site plan. The Development Agreement requires that these open space areas will be required to preserve healthy Ponderosa pines even though the property does not have a Resource Protection Overlay zone

Open Space & Civic Space

The HR zone requires 15 percent of gross lot area as common open space (Table 10-40-30.030.A). A minimum of 80,167 square feet of open space is required for the residential project. The conceptual landscape plan (Sheet L-1.02) identifies 101,615 square feet (2.3 acres) of open space which is 19.0 % of the site area. The project designates a 1.92-acre natural open space area on the southern portion of the site. This steeply sloping land is adjacent to the Sinclair Wash open space where the Sinclair Wash Trail continues southeast to meet the Arizona Trail. There is also a smaller open space area that will be left undeveloped near the northeast part of the site. Both of these areas will be required to preserve healthy Ponderosa pines even though the property does not have a Resource Protection Overlay zone. Consistent with the City's future FUTS plans, a 10-foot wide FUTS trail connection will be constructed from where the public sidewalk aligns with Kensington Dr., along the southwest parking area of the site, then turning east along the top of the open space area, ending at the east property line. The City will construct the remainder of the trail, to connect to the existing trail at an undesignated time in the future.

Section 10-30.60.060.B.1.b of the Zoning Code (Page 30.60-11) requires developments with 50 or more dwelling units to provide a minimum of five percent of the site as civic space. A total of 0.61 acres of civic space are required for this project. The site plan identifies a total of 0.64 acres of civic space within the residential development. The residential project slightly

exceeds the five percent minimum Civic Space requirement (5.2% of site area). The Main Street is the primary civic space within the residential project. It will be pedestrian oriented with enhanced pavement, seating and landscaping, but also allow vehicular use. The Main Street will be able to be closed off with temporary bollards to allow for the space to be used as a community event plaza. A local art mural is planned to be constructed at the end of Main Street against the parking deck. Additional civic plazas are planned around the clubhouse area on the north building.

Pedestrian and Bicycle Circulation Systems

The McGrath project creates a network of pedestrian and bicycle connectivity throughout the entire site and beyond the project. Consistent with the City's future FUTS plans, a 10-foot wide FUTS trail connection shall run along the southwest side of the site starting at Kensington Dr., then into the Sinclair Wash area to the south. Several internal walkway connections to this FUTS from the multi-family building are proposed. A network of internal pedestrian circulation is created by concrete walks crisscrossing through the parking lots, encircling the buildings, and connecting building entrances and plaza spaces including the residential Main Street at the heart of the project.

Compatibility and Architectural Design Standards

Compatibility does not mean "the same as" but rather it refers to how well a new development is sensitive to the character of existing development. The Zoning Code breaks down compatibility into three categories: Patterns of Development, Scale, and Continuity.

Patterns of Development includes streetscapes, site relationships, signage, and landscape features. In order to attain a context sensitive block pattern with ideal connectivity for an urban neighborhood, the site driveways are designed with a 300' x 300' block structure. The project's northern driveway on Sawmill Road is approximately 300' from Butler Avenue. The southern driveway is approximately 300' from the north driveway. The north driveway aligns with the Whole Foods driveway across Sawmill Road and the south driveway aligns with Kensington Drive in Aspen Place. Urban landscaping standards and setbacks have been applied to the commercial portion of this development with buildings moved closer to the street and civic plazas, visible from the streets, leading to store entrances. The residential project has more of a suburban feel, but trees are spaced regularly tying the overall landscaping together. Landscaped parkways are required on Butler and Sawmill between the street and new sidewalks.

Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The setback of the 5-story residential buildings to the middle of the site is similar to the 4-story and 5-story multi-family residential buildings in Aspen Place at the Sawmill. The proposed buildings have both vertical and horizontal articulation in accordance with the Zoning Code to ensure that traditional proportions can be observed and to avoid unbroken, flat rooflines and building faces. The commercial portion of the project is conceptual in nature but will comply with Urban Activity Center requirements as generally depicted in the conceptual site plan. One building is located at the corner of Butler and Sawmill and the second building is placed along Butler. Minimum height of these buildings is set at 32 feet. Parking is located behind the buildings and drive-through(s) if any, will be behind the buildings.

Continuity encompasses patterns of development and scale, but also site development, building forms, texture, materials, details, and colors. The architectural massing of the residential site has been broken into smaller segments to diminish the overall size of the project and maintain a similar language to the surrounding multi-family projects in the Aspen Place at the Sawmill development. The architectural style for the housing component is a mountain lodge aesthetic, paying homage to the surrounding scenery as well as other architecturally noteworthy buildings. The proposed residential buildings incorporate large gables, heavy timber detailing, and a combination of stone and siding. The retail component is an urban sawmill design which is a modern take on the mountain lodge aesthetic with similar materials and colors. The colors were selected to pull from the natural browns of the trees and grays of the mountains.

The new flex building and six townhome-style apartments will be reviewed for compliance with architectural design standards when the Application for Site Plan Minor Modification is submitted.

Landscaping
Landscaping plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment. The applicant provided a conceptual landscaping plan, showing all landscape areas and tree locations. The conceptual plan generally meets the requirements of parking lot landscaping, street buffer landscaping, building foundation, public right-of-way landscaping, open space landscaping, and landscape screening standards found within Section 10-50.60 of the Zoning Code (Page 50.60-1). The project will incorporate landscape and irrigation Low Impact Design techniques including surface runoff and roof drains directed into planting beds where possible. State-of-the-art irrigation technology are proposed. A final landscape plan will be reviewed at the time of civil plan submittal.

Outdoor Lighting
The subject property is located within Lighting Zone II and is allowed a total of 50,000 lumens per acre. The applicant has committed to exceeding the City's outdoor lighting standards when the lighting plan is designed and submitted with the building plans. Outdoor lighting plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment. A lighting plan will be reviewed for compliance at the time of building permit submittal.

Parking
Commercial parking is provided in a surface parking lot on the commercial parcel at the corner of Butler Ave. and Sawmill Rd. Parking spaces are located behind or to the side of buildings and will be screened from view of the public streets. The paved parking area will accommodate approximately 99 retail spaces and ~~749~~ 719 residential spaces, 318 of which are to be structured spaces located on the east side of the property.

PUBLIC SYSTEMS IMPACT ANALYSIS

Traffic/Right-of-Way Impact *See Transportation Engineering staff review comments on the revised proposal at the end of this section.

The APRC Multi-Family Housing and Retail Transportation Impact Analysis (TIA) included 7 existing intersections and driveways within the influence area:

1. Butler Avenue and Sawmill Road
2. Sawmill Road and Kensington Drive / Site Access D3
3. Sawmill Road and Lone Tree Road
4. Lone Tree Road and Franklin Avenue
5. Butler Avenue and Lone Tree Road / Colorado Street
6. Butler Avenue and Greyhound driveway / Site Access D1
7. Sawmill Road and Whole Foods driveway / Site Access D2

Intersection turning movement counts were collected during the traditional AM and PM peak periods in March 2018 to estimate the operational conditions of the study area intersections. The count data was collected during typical week conditions with NAU students in school and weather conditions were good.

Due to the site's proximity to Northern Arizona University (less than a mile), the City identified a likelihood that this development may accommodate a high percentage of NAU students. As such, the traffic analysis used information gathered from independent data collection near the NAU campus, provided by the City of Flagstaff, which are very close to the ITE off-campus rates based on number of residents. For the commercial portion of the development, the TIA used the following Institute of Transportation Engineers (ITE) Land Use Codes: LUC #934 Fast-Food Restaurant with Drive-Thru Window; and, LUC #814 Variety.

The proposed site is to be developed in a single construction phase, planned for opening in 2020. Based on City of Flagstaff TIA requirements and trip generation estimates matching a Category 1 – Small Development, anticipated to generate less than 500

peak hour directional trips, this TIA required analysis of the opening year conditions for a study area that includes the site access points and adjacent signalized and unsignalized major street intersections as listed above.

The TIA identifies that the only intersection movement showing poor existing operational conditions was the minor-street STOP controlled Lone Tree Road/Sawmill Road intersection. In the PM peak hour, the westbound Sawmill Road to southbound Lone Tree Road operates poorly. To help mitigate the anticipated traffic impacts from this development, the City is requiring the developer to contribute $200,000 towards the cost of a future traffic signal at Lone Tree Road and Sawmill Road. In addition to the traffic signal contribution, the City's Transportation Engineering Program may require interim striping modification on Lone Tree Road south of Sawmill Road, dependent on Transportation Engineering's final review of the design. In addition, based on City warrants and turn volume estimates, the site's Butler Avenue driveway will require a right-turn deceleration lane. The City's conditions of approval for the acceptance of the TIA are attached to this report.
Based on the 11% reduction in number of beds (854 to 764 per the narrative they submitted), staff expects traffic generated by the residential portion to decrease by the same percentage. Residential-based trips were 65% of the total new A.M. peak hour vehicle trips and 75% of the total new P.M. peak hour trips per the original Transportation Impact Assessment report. Making the driveway on Butler right-in-right-out-only will shift westbound left turn and northbound left turn traffic from that driveway to the signalized intersection at Sawmill and Butler. In turn, that entering traffic will turn left off of Sawmill into the site. The shifted exiting traffic is expected to turn right from the project onto Sawmill, and then left onto Butler. The number of vehicles subject to shifting from the Butler access to the Sawmill access is low according to the original TIA: less than 50 entering and about 25 exiting. There is sufficient flexibility in the signal timing at the Butler & Sawmill intersection to accommodate the expected traffic shifts. A review of the northern access point on Sawmill shows all but one movement likely to operate with little delay and at Level of Service A or B in the peak period (P.M. peak hour). The exception is the eastbound leg which is predicted to operate at Level of Service D, still within the acceptable range. Eastbound drivers do have a number of alternative routes, so it is likely they will distribute themselves around the site to level out delay among the available access points.

Water and Wastewater Impact

A Water and Sewer Impact Analysis (WSIA) was completed by the City on May 4, 2018. The proposed development is located within the City of Flagstaff urban growth boundary and has the ability to be served by City water and sewer utilities. Currently there is no infrastructure in the ground on-site to support this development, so all on-site sewer and water systems will have to be designed and built. No off-site water or sewer improvements will be required. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.
The Water Services Engineering Manager has reviewed the revised development proposal. Based on the bedroom count going down, no new impact analysis will be required. The water and sewer demands are less than before.

Water
All public water infrastructure exists in the Sawmill Road right-of-way adjacent to this property. There is a 10" water main extended to the property frontage. All appropriate looping and second source requirements can be met. The property lies within the Zone "B" water pressure system limits, and meets the minimum pressure requirements stated in the City of Flagstaff Engineering Standards. Water services will be provided by 3" domestic water service lines that will connect to the proposed 8" loop. The water loop will connect to the existing 10" water main in Sawmill Rd.

Wastewater
To provide sewer services to the project, the developer will have to tap a manhole in the Butler Ave. right-of-way. The developer will provide new on-site sewer services that flow north through the property to the manhole in Butler Avenue. From the Butler Ave. manhole, the sewer service flows north to a main line in the Rio de Flag before it heads south to the Rio de Flag Wastewater Treatment Plant.

Stormwater Analysis

A Drainage Impact Analysis (DIA) is required for any property undergoing a rezone. The intent is to determine any potential adverse downstream drainage impacts and to identify mitigation options. The site was divided into two drainage areas based on whether the area drains north towards Sewer Canyon or south towards Rio de Flag. The DIA determined that both drainage areas ultimately flow into the Rio de Flag. Those two areas were analyzed to calculate and compare volumes for the pre- and post-development conditions. The proposed drainage design will try to mimic the overall existing conditions including placement of the basin boundary between north and south onsite basins.

The total area of the north basin will decrease as will runoff volume of the north basin in the post-development condition. As such, no retention of stormwater runoff is required for the north basin. However, since the impervious area within the north basin will increase in the post-development condition, the parking lot west of "Pad A" retail component will be used to collect stormwater runoff from roofs and adjacent parking lots that will be routed to a StormTech chamber system located underneath the parking lot. The chamber system will discharge to the existing storm drain network under Butler Ave. and outlet into Sewer Canyon, which ultimately discharges to Rio de Flag.

The total area of the south basin will increase. As a result of the area increase and additional impervious area within the south basin, there is an increase in runoff volume amounting to approximately 16,600 cubic feet. This additional runoff volume is to be directed to a StormTech chamber system located underneath the parking lot south of the multi-family housing buildings where it will be retained. A low flow bleed off will discharge to a proposed storm drain network on the southwest boundary of the project, which outlets into Rio de Flag.

Both the north and south onsite drainage basin will be designed to have no increase in runoff volume and no increase in peak flows for the 10 and 100 year storm events. In addition, the LID components of the north basin will provide a water quality benefit and an additional reduction in post development volume discharge.

DEVELOPMENT AGREEMENT

A draft development agreement, attached to this report, has been prepared and continues to be negotiated throughout the review of this project. The primary purpose of this agreement is to set out roles and responsibilities in regards to the following (not limited to):

- Development standards (Site Plan and Conceptual Commercial Site Plan) Unit Mix will be updated
- Transportation improvements Butler Ave. driveway will be right-in/right-out only
- FUTS
- Affordable housing Number of affordable units and contribution amount will be updated
- Materials management
- Phasing

CITIZEN PARTICIPATION

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 1,000 feet (exceeding the minimum of 300 feet) of the site excluding rights-of-way.

The applicant held two neighborhood meetings in regards to this case on April 24, 2018 and July 30, 2018. Both meetings were held at the Murdock Center, located at 203 E. Brannen Avenue in Flagstaff. Per the sign-in sheets, sixteen (16) individuals attended the first meeting and thirteen (13) individuals attended the second meeting. A Citizen Participation Report,

attached, was prepared in response to the questions, comments and concerns presented. The meetings included an open house period, followed by presentations from the applicant and a question and answer session with scribes recording questions and comments. Comments on the project included the following topics: traffic impacts, heights and materials of the proposed buildings, who the project will be marketed to, preserving some of the existing trees, types of amenities, FUTS, security plan, and affordability.

One letter from the public has been received as of the writing of the report. This letter, in favor of the project, is included in the Citizen Participation Report. No additional letters have been received as of the date of this report.

The applicant was required to hold a new neighborhood meeting prior to the Planning & Zoning Commission meeting. The meeting was held on May 16, 2019 at the Aquaplex. The results of the meeting are included with the attached Citizen Participation Report.

RECOMMENDATION:

Staff believes that the proposed zoning map amendment is in substantial conformance with the Flagstaff Regional Plan 2030 and recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation approving PZ-~~17-00089-03~~ **19-00081**, subject to the following four conditions which will be included into the zoning map amendment ordinance:

1. ~~The subject property must be developed in accordance with the approved site plan and the conditions of approval dated September 21, 2018. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.~~**The applicant shall submit an Application for Site Plan Minor Modification for review and approval by the Inter-Division Staff prior to submittal of civil engineering or building permits. The subject property must be developed in accordance with the approved Site Plan modification and the related conditions of approval.**
2. For the commercial portion of the development, final architectural design and site layout will be reviewed and approved with a separate Site Plan submittal and will be in conformance with the approved Development Agreement and Zoning Map Amendment conditions.
3. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
4. All terms, conditions, and restrictions detailed within the "McGrath Development Agreement" must be fully satisfied.
5. **In the event that Certificate of Occupancy has not been granted on the improvements on the commercial parcel within six years from the date of this Agreement, after notification by certified mail to the owner and applicant who requested the rezoning, the City shall schedule a public hearing before City Council to take action to extend, remove or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former zoning classification**

Attachments:

- Application
- Legal Notice
- Zoning District Legal Description
- Vicinity Map
- Zoning Exhibit (existing/proposed)
- WSIA Waiver Letter
- TIA Waiver Letter
- ~~Map of Surrounding Information~~
- ~~Traffic Impact Analysis – Introduction and Summary, dated September 2018~~

- Project Narrative - updated
- Citizen Participation Report - updated
- Draft Development Agreement - updated
- Conditionally Approved Site Plans

ZONING CODE STANDARDS COMPARISON

COMMERCIAL PORTION

STANDARDS	EXISTING ZONING (LI/HI)	PROPOSED ZONING (HC)	PROPOSED PROJECT
Civic Space	0.0	5%	5%
Maximum Building Height	60'	60'/65' (pitched roof)	32'
Floor Area Ratio (Total Building Square Feet/Site Area)	1.5	3.0	0.23

RESIDENTIAL PORTION

STANDARDS	EXISTING ZONING (LI/HI)	PROPOSED ZONING (HR)	PROPOSED PROJECT
Civic Space	0.0	5%	5.2%
Common Open Space	0.0	15%	19%
Maximum Building Height	60'	60'/65' (pitched roof)	60'/65' (pitched roof)
Minimum Density (units/acre)	N/A	Min. 10 units/ac	~~19.4~~ units/acre
Maximum Density (units/acre)		Max. 29 units/ac	**27.1 units/acre**

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PROJECT NARRATIVE
For
MCGRATH MULTI-FAMILY HOUSING & RETAIL
SITE PLAN & REZONING SUBMITTAL

SWI Project # 17113

Section 22, T 21 N, R 07 E, G&SRM
City of Flagstaff,
Coconino County, Arizona

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I. INTRODUCTION

This Narrative is written to support the site plan and zoning map amendment applications for the McGrath Real Estate Partners ("McGrath") Multi-Family Housing and Retail development project (the "Project"). McGrath is proposing a new mixed-use development at the intersection of Sawmill Road and Butler Avenue. An earlier version of this project was reviewed by the Planning and Zoning Commission and City Council and this application is a revised version of the same project. The Project will include a retail component at the north end of the site along the Butler Avenue frontage that is being developed by Accelerated Development Services. The balance of the Project is a multi-family housing component along Sawmill Road that is being developed by McGrath. The Project will revitalize an old dilapidated industrial area by removing outdated warehouse buildings and providing new multi-family housing and shopping opportunities for the residents of the City of Flagstaff.

II. EXISTING CONDITIONS/SURROUNDING ZONING AND LAND USES

The Property is approximately 14.51 acres, comprised of 7.31 acres of Coconino County Assessor's Parcel no. 104-13-002B (east parcel) zoned light industrial (LI) and 7.20 acres of Coconino County Assessor's Parcel no. 104-03-005B (west parcel) zoned heavy industrial (HI). Both parcels are currently owned by Wendt Business Park, LLC and serve as a space for a large warehouse, two secondary storage buildings, several material stock piles, and associated parking. The existing conditions are described in further detail below based on the proposed development layout.

The east parcel is currently developed and consists of approximately half of the warehouse, paved parking, multiple material stock piles, one of the secondary buildings, and a large portion of the Project's natural resources and vegetation. There are existing Ponderosa pines in the northeast and southeast corners of the east parcel. The northern portion of the east parcel slopes towards E. Butler Avenue. The southern portion of the east parcel slopes towards the southeast corner of the Property.

The west parcel is currently developed and consists of approximately half of the warehouse, paved parking, multiple material stock piles, one of the secondary buildings, and a small portion of the Property's vegetation. The southern portion of the west parcel slopes towards the south property line and toward E. Sawmill Road. The northern portion of the west parcel mainly slopes towards E. Butler Avenue.

A Letter for Historic Resources Study of 825 and 829 E. Butler Avenue in Flagstaff, dated April 30, 2018, was prepared by Cornerstone Environmental. Results of the investigation found no evidence that the existing buildings were constructed prior to 1971; therefore, a Phase 1 Historic Resource Study is not necessary.

The properties directly west of the Property are zoned High Density Residential (HR) and Highway Commercial (HC). The properties to the south are zoned Heavy Industrial (HI) and Public Facilities (PF). The properties east of the Property are zoned Light Industrial

Open (LI - O). The properties to the north are zoned Light Industrial (LI). Surrounding land uses include: industrial/commercial uses to the north and east; a shopping center, luxury multi-family housing, and student housing to the west; and, open space, the L.E.A.F. facility, and the Coconino County Juvenile Court to the south of the Property.

III. PROJECT PROPOSAL

McGrath envisions the Project providing a horizontal mix of uses including residential and retail. The Project was planned with input from the City of Flagstaff Planning Department to be in line with High Occupancy Housing Plan (HOH Plan) as well as the General Plan and Activity Center designations. The General Plan under land use states, *"The community vision is to focus infrastructure investments where they will have the most impact – in reinvestment areas of activity centers and corridors, as well as preservation of existing neighborhoods, and to make walking and bicycling from and to all place types an opportunity for residents and visitors."* McGrath Multi-Family Housing & Retail has been planned as a pedestrian friendly development that emphasizes multi-modal travel through the use a new FUTS connection to the Rio De Flag trail, adjacent NAIPTA bus stops, and connectivity to the adjacent Sawmill development. Additionally, the Project will provide secure indoor bike storage for the multi-family residents as well as additional bike racks outside.

The two existing parcels will be combined and split into a 2.24 acre parcel along Butler Avenue and a 12.27 acre parcel on the south portion of the site. The Site Plan includes two multi-family housing buildings generally located in the middle of the site on the south 12.27 acre parcel. The residential buildings will include 333 units and an integral clubhouse, leasing facility, and fitness center. The building layout defines multiple exterior courtyards that will be utilized as tenant recreation areas along with a community garden area with raised planter beds. Courtyard amenities will include a pool, shade structures, seating, grilling stations, a sand volleyball court and an exterior fitness area. Public civic spaces shall be integrated into the design including: a main street with enhanced paving that can be closed off for special events, benches, shade structures, open lawn, bike parking and 2,000 square feet stand-alone flex building. The two residential buildings will be connected by a covered walkway on Level 2 to provide connectivity for residents. These residential buildings include surface parking as well as a parking structure located on the east side of the site which will be hidden from the main view looking in from E. Butler Avenue. The highest ridge line of the five-story multi-family housing buildings will be 65' with a few tower elements that approach 67' in height. Site access will be provided from two driveways on Sawmill Road.

The multi-family housing portion of the Project will include a mixture of Efficiency, Studio, 1, 2, 3, and 4-bedroom unit types. The Project also includes a 2-bedroom, 2.5 bath townhome-style apartment units with private backyards. This unit mix was selected to provide a variety of unit types leased at different price points, some of which are not available at The Grove or the Village at Aspen Place residential projects nearby. A heavy emphasis was placed on smaller units including efficiency and studios. The increase in project density allows the Project to pass on real savings to the community. This unit mix

will appeal to a broad range of tenants to better serve the Flagstaff community. Smaller units will allow more residents to live for less monthly rent in perhaps a development they otherwise couldn't afford.

McGrath was asked to consider incorporating affordable housing units into the multi-family project or to consider paying a fee in lieu of including affordable units. Neither of these were a requirement during the entitlement process, but city officials stressed the current need for affordable housing options in Flagstaff. As a result, McGrath has elected to designate 10% of the multi-family housing units, 34 units in total, as affordable and will work with city officials to set rates for these units at a discounted level. In addition, McGrath will also donate $500,000 to the City to help fund future affordable housing projects for the residents of Flagstaff.

In addition to the multi-family housing, the Project is supported by two retail buildings that flank the west and east sides of a central parking field at the north 2.24 acre parcel (the "Retail Parcel"). A shops building parallel to Sawmill Road has been designed with flying roofs and storefronts that face towards an anchor and its entry facade to the east. The shops include a secondary entry with a flying roof and storefront that engages the intersection. An internal drive-through has been designed at the south end of the shops to maximize civic space amenities such as seat walls, patio areas and landscaping at the north end of the shops. The anchor has been designed with a south facing loading dock and a drop-off area at the east end of the Retail Parcel. Loading will be sufficiently screened from Butler Avenue. Site access will be from a shared driveway on Butler Avenue with a secondary cross access through the multi-family housing project from Sawmill Road. Pedestrian connections provide inner-connectivity between the Retail Parcel and the remainder of the Project.

The multi-family housing portion consists of 307,573 net rentable square feet of housing. The Retail Parcel consists of 22,300 square feet of gross leasable area. The lot coverage for the Retail Parcel is 23% or .23 FAR. The residential density of the Project is 27.1 dwelling units per acre.

The mix of uses provides residential and retail opportunities in close walkable proximity to Downtown Flagstaff establishments and businesses as well as Northern Arizona University (NAU) which will support new and existing Flagstaff residents. A new FUTS trail will be constructed through the site along the southwest portion of the property. It will extend to the southeast corner of the site where a currently planned City project will extend the trail to make a connection with the existing FUTS trail in the Rio De Flag.

IV. LOT SPLIT/COMBINATION

The two parcels are adjacent to each other with a north-south property line bisecting the two parcels. The east parcel (APN 104-13-002B) is currently zoned Light Industrial (LI) and the west parcel (APN 104-03-005B) is currently zoned Heavy Industrial (HI). These two parcels will be combined into one and split according to the proposed Site Plan with an east-west property line bisecting the two parcels. Once the property has been rezoned,

McGrath will apply for the lot split/combination. The north parcel will be zoned Highway Commercial (HC) and the south parcel will be zoned High Density Residential (HR) upon the completion of the zoning map amendment (rezone). The rezone will allow for the retail and multi-family residential land uses on this property.

V. ENTITLEMENTS REQUIRED

As proposed, development of the Project will not require an amendment to the Flagstaff Regional Plan 2030 (FRP30). However, it will require rezoning to Highway Commercial and High Density Residential. This narrative is supplemented with appendices as indicated below to provide for a unified document that governs the Property and consolidates the discussion of the FRP30 conformance with regard to the entitlements proposed.

A. Flagstaff Regional Plan

The Property has an Area Type designation of Urban in the FRP30. Appropriate uses for the Urban Area Type are “Larger, mixed-use centers at intersections of Regional Travel and Circulation Corridors; with direct access of multiple residential developments; with entertainment and cultural amenities; public spaces; with transit-accessible employment opportunities; serves regional residents and visitors.” FRP30 § IX-36. The McGrath Project provides high-density multi-family housing and retail development with access surrounding neighborhoods and to transit and F.U.T.S.; therefore, the proposed development is consistent with the Area Type.

The Property is located near the Regional Urban Activity Center (RUAC) at Piccadilly and Regent Street. The FRP30 expects that RUAC’s will feature a mix of uses, including higher density residential and retail uses. A full discussion of the Project’s compatibility and consistency with the FRP30 is provided in the Regional Plan Analysis as Appendix A to this Narrative.

B. Zoning Map Amendment

The Project is proposing changing the current LI and LI-O zoning to Highway Commercial (HC) for the retail component and High Density Residential (HR) for the multi-family component. The proposed zonings are consistent with adjacent properties in the area as there are very few industrial land uses in the immediate vicinity of the Project

The ALTA for the Project is provided. Legal descriptions for the lot combination and split are also provided. These documents are provided as Appendix B to this Narrative.

VI. SITE PLAN

As previously discussed, the Site Plan for the Project includes two Lots. These lots will be created based on the Coconino County (County) and City lot split and combination process as explained in Section IV.

A. Architectural Design

This development has been designed to blend into both the natural and built environment of Flagstaff. The architectural massing has been broken into smaller segments to diminish the overall size of the Project and maintain a similar language to the surrounding multi-family projects in the Sawmill Development. The architectural style is a mountain lodge aesthetic, paying homage to the surrounding scenery as well as other architecturally noteworthy buildings. With large gables, heavy timber detailing, and a combination of stone and siding, these buildings have a rich and materially diverse quality. The architecture is meant to blend in with the mountain aesthetic, referencing projects like The Village at Aspen Place or Fremont Station. Furthermore, the colors were selected to pull from the natural browns of the trees and greys of the mountains. The architecture will exude the strength and stability inherent to the City of Flagstaff. In addition to respecting the natural aesthetics, this project will be designed to be environmentally friendly, placing an equal focus on recycling and trash so that the residents in both buildings can easily utilize a recycling chute when needed.

B. Civic Space/Natural Open Space

Non-residential developments larger than 20,000 square feet in gross floor area and residential developments over 50 units are required to provide a minimum of 5% Civic or Public Space. See Code § 10-30.60.090.B.1.a. The project exceeds the 5% Civic Space requirement and has additional natural open space incorporated into the Project. The Retail parcel includes 6,213sf of Civic Space (6.4% of site area). The Residential parcel includes 27,672sf of Civic Space (5.2% of site area) and 101,615sf of Open Space (19.0% of site area). The significant amount of Civic/Open Space provided will encourage pedestrian and bicycle connectivity throughout the Project and encourage residents to make use of multi-modal options instead of their cars.

The residential Main Street is an extension of Kensington Drive that runs through the heart of the Project terminating at the parking structure with enhanced landscape and a feature wall. This street shall be activated with several amenities including enhanced landscape, seating nooks with benches, litter receptacles, raised planters,bicycle parking and 2,000 square feet stand-alone flex building. Open lawn flanks the street at the courtyards and is a versatile space that residents and the public can enjoy. Enhanced paving through the entire length of the street shall tie this civic space together. Removable bollards on either end of the street close off vehicular traffic and allow for special community events, like 1st Friday Art Walk and Farmer's Market.

Generous sized civic plaza space around the retail buildings includes amenities such as seat walls, public patio areas with tables and umbrellas, benches and litter receptacles. Awnings extending off of the building provide additional shaded civic space. Enhanced paving including concrete cross walks in these areas ties these spaces together.

The Project designates a large 1.93 acre natural open space on the southern portion of the site. This steeply sloping land is adjacent to the Sinclair wash open space where the Arizona Trail snakes through. The Project shall include a FUTS trail section to eventually be connected to the Arizona Trail by the City. Portions of this open space are disturbed and piles of rock and soil dot the area. These disturbed areas shall be cleaned up and restored. Existing Ponderosa Pines shall be preserved.

C. Parking

Parking for the two uses for the Project will be subtly separated. A surface lot will provide 99 parking spaces, including 5 ADA accessible parking stalls for the proposed Retail Parcel. Five exterior bike racks that can hold two bikes each will be provided in the retail area. For the multi-family housing, approximately 401 surface parking spaces and 318 structured parking spaces, including 16 ADA accessible parking stalls, will be provided along with 256 secure, covered grade-level bike parking spaces. 22 exterior bike racks that can hold up to two bikes each shall also be provided. .

D. Traffic Impact Analysis

Lee Engineering was hired by SWI to prepare a comprehensive traffic impact analysis (TIA) to fulfill the requirements associated with rezoning and site plan approvals. The baseline goal of the TIA was to identify the impacts that the Project would have on the regional transportation system.

Vehicular access to the retail component and residential component of the Project is provided by a right-in; right-out driveway with a right turn lane along E. Butler Avenue. A full access driveway will also be provided near the northwest corner of the Property along E. Sawmill Road to provide vehicular access to the retail space and the multi-family housing. A third full access driveway will be provided south of the second access point along E. Sawmill Road to provide vehicular access to the residential units.

E. Pedestrian and Bicycle Access

The McGrath Project creates an atmosphere of connectivity through promoting pedestrian and bicycle access throughout the entire site and beyond the Project.

Consistent with the City's future FUTS plans, a portion of a new 10-foot wide FUTS trail connection shall be constructed as a part of this Project. This FUTS trail shall run through along the southwest side of the site starting at Kensington Drive, then eventually into the Sinclair Wash area and connect to the Arizona Trail. This Project will include the FUTS trail to the property line and the City shall construct the remainder of the trail. Several

walk connections to this FUTS trail from the multi-family building are proposed. Residents will have easy access to the Arizona Trail that runs through Flagstaff and will add an extraordinary alternative avenue of mobility.

Internally pedestrian circulation consists of a network of concrete walks crisscrossing through the parking lots, encircling the buildings, connecting building entrances and plaza spaces. One can walk through the entire site without setting foot on asphalt. At the heart of the Project is the residential Main Street. Main Street includes various civic space amenities and can be blocked off with bollards for public community events, like 1st Friday Art Walk, Farmer's Market, etc. Bike parking shall be strategically located throughout the project. When the weather is not ideal, activities can be moved into the 2,000 square foot flex-building also fronting Main Street.

F. Utilities

A Water and Sewer Impact Analysis (WSIA) was completed by the City on May 4, 2018. We have not seen the final Water & Sewer Impact Analysis (WSIA). The adjacent/offsite water and sewer infrastructure has adequate capacity to serve this project. No offsite water or sewer improvements will be required. We will, however, have to run both water and sewer mains into the site in order to serve the project.

Sewer will be provided by 6" sewer services that will discharge to the 8" sewer main that runs across E. Butler Avenue to the north. Water services will be provided by 3" domestic water service lines that will connect to the proposed 8" water loop. The water loop will connect to the existing 10" water main in E. Sawmill Road.

G. Stormwater and Floodplain

The Project will be designed to meet the City's Stormwater Management Design Manual (SMDM) and the City's LID Manual to provide positive drainage away from the proposed buildings and will not adversely affect the drainage characteristics of the adjacent offsite properties. The parcels are within Zone X of FEMA Firm Map #04005C6809G, effective September 2, 2010. Zone X is described as areas determined to be outside the 0.2% annual chance floodplain.

A drainage easement runs along the southwest side of the site to convey the flows from the site to the Upper Rio de Flag Watershed. The southern portion of the site currently drains to the south toward a drainage swale which outlets to the south in the Rio de Flag. The northern portion currently drains to the north to storm drain in E. Butler Avenue which ultimately discharges to the Rio de Flag.

The City's SMDM requires detention and low impact development (LID) for all commercial developments or any developments greater than ¼ acre in size and increases in impervious area of greater than 5,000 square feet. The existing site has approximately 310,174 square feet of impervious area. With the proposed improvements to the north basin region, approximately 9,456 square feet of impervious area will be added. With the

proposed improvements to the south basin region, approximately 32,923 square feet of impervious area will be added. The site will require both detention and LID to mitigate post developed peak flow rates as well as the increase in runoff volume for the site. A 24,397 cubic foot detention/LID basin is proposed to be located in the southwest corner of the site for the multi-family housing portion of the Project. A 1,583 cubic foot LID basin is proposed to be located on the north side of the site for the retail portion of the Project.

A Drainage Impact Analysis (DIA) and Preliminary Drainage Report (Preliminary DREP) have been prepared and are included with the Site Plan submittal. The possible locations for LID and detention facilities have been identified in the DIA and Preliminary DREP.

H. Landscape and Irrigation

The Project will incorporate a variety of landscape and irrigation LID techniques. Surface runoff and overflow roof drains will filter into planting beds where possible. An irrigation system that complements and utilizes LID design principals will be designed to incorporate efficient water application technologies. This system will include incorporating the newest and most cost effective irrigation technology such as 'Smart' controllers as well as soil moisture sensors, rain / freeze shut off devices and strategies that allow water to be applied where, and when the landscape requires it.

The Project will use plant material that is either native or naturalized to the region per the City low water use list of plants. These low water consumptive plants will provide a balance of interest throughout the seasons. The Project will emphasize the planting composition on solar orientation, landscape grading, and layout and massing of similar water consumptive plants. The planting design will also incorporate the use of soil amendments to provide a more suitable soil for moisture retainage and the growth of the plants.

A turf area is incorporated at the heart of the Project as an amenity for the residents and public to enjoy. This high water use zone is approximately ½ of the square footage allowed for the size of this Project.

Wherever possible, native vegetation including Ponderosa pines will be preserved. Most of the native vegetation is located at the northeast corner and the southern side of the Property. Disturbed native areas shall be cleaned up and restored with native seeding.

VII. PROPOSED DEVELOPMENT AGREEMENT ITEMS

The Project received Site Plan approval on September 21, 2018. A draft Development Agreement (DA) is currently being formed by McGrath Real Estate Partners and the City.

Appendix A

McGrath Multi-Family Housing and Retail Regional Plan 2030 Analysis

The City of Flagstaff (City) uses the Flagstaff Regional Plan 2030 (FRP30) has a guidance aid for enforcing its policies and goals to enhance the Flagstaff community. The McGrath Multi-Family Housing and Retail project (Project) is on approximately 14.51 acres of property located on the south side of E. Butler Avenue and east of E. Sawmill Road (Property). As part of the zoning map amendment (Rezone), the Project must be evaluated for conformance with the goals and policies of the FRP30.

According to the FRP30, the Property is located next door to a Regional Urban Activity Center (RUAC) at Piccadilly and Regent Street. Regional Urban Activity Centers are defined as, *"Larger, mixed-use centers at intersections of Regional Travel and Circulation Corridors; with direct access of multiple residential developments; with entertainment and cultural amenities; public spaces; with transit-accessible employment opportunities; serves regional residents and visitors." (FRP30 § IX-36).* Butler Avenue and Sawmill Road are considered to be "existing Circulation Corridors" and Butler Avenue is also designated as a "Great Street" according to FRP30 Map 25: Road Network Illustration and FRP30 Map 12: Great Streets and Gateways, respectively. Also, direct access to the Property from multiple residential developments along Butler and Sawmill. Refer to Table 1 below for information on requirements of a Regional Urban Activity Center and the development being provided with this project.

Table 1. Project Information

	Regional Urban Activity Center Requirements	McGrath Multi-Family Housing & Retail Project
Residential Density	Min. 13 units/acre	27.1 units/acre
Commercial FAR	Max. FAR = 3.0	0.24 FAR
Building Height	Min. 2 stories	Commercial = 1 story (32'-8" to top of tower) Residential = 5 stories (max 65')
Pedestrian & Transit Oriented Design to Support Workforce and Student Housing	Yes	Yes – FUTS, sidewalks, 4 NAIPTA Bus Stops

The McGrath Project was compared alongside the FRP30 policies and goals to ensure a thorough analysis for conformance. The analysis to follow explains the consistencies between the Project and FRP30 guidelines.

The following analysis provides a breakdown of the policies and goals assembled together by topic to decrease redundancy throughout the narrative.

Topic: Urban Regional-scale Activity Center Characteristics

- *Goal LU.18. Develop well designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices.*
- *Policy LU.18.1. Design activity centers and corridors appropriate to and within the context of each area type: urban, suburban, or rural.*
- *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.*
- *Policy LU.18.3. Redevelop underutilized properties, upgrade aging infrastructure, and enhance rights-of-way and public spaces so that existing activity centers and corridors can realize their full potential.*
- *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.*
- *Policy LU.18.5. Plan for and support multi-modal activity centers and corridors with an emphasis on pedestrian and transit friendly design.*
- *Policy LU.18.6. Support increased densities within activity centers and corridors.*
- *Policy LU.18.8. Increase residential densities, live-work units, and home occupations within the activity center's pedestrian shed.*
- *Policy LU.18.9. Plan activity centers and corridors appropriate to their respective regional or neighborhood scale.*
- *Policy LU.18.12. Corridors should focus commercial development to the corridor frontage and residential to the back.*
- *Policy LU.5.5. Plan for and promote compact commercial development as activity centers with mixed uses, allowing for efficient multi-modal transit options and infrastructure.*
- *Policy LU.6.4. Provide appropriate recreational and cultural amenities to meet the needs of residents.*
- *Policy LU.7.1. Concentrate urban development in locations that use land efficiently, and are served by roads, water, sewer, and other public facilities and services, and that support transit, reduced vehicle trips, and conservation of energy and water.*
- *Goal ED.8. Promote the continued physical and economic viability of the region's commercial districts by focusing investment on existing and new activity centers.*

The McGrath Project is part of a larger scale Regional Urban Activity Center which includes Aspen Place at The Sawmill. The Project will provide a design similar to the existing mixed-use development to the west (Aspen Place at The Sawmill) as well as redevelopment of an industrial space, integrate horizontal mixed-use development with higher densities, develop in smaller block sizes, and connect bike, pedestrian, and transit options to support multi-family and student housing. This design will expand on the existing urban uses within the region in line with the goals and policies of the Regional Urban Activity Center as explained in the FRP30.

The McGrath Project is part of a nearby activity center which means the development design should include civic spaces and provide public bicycle and pedestrian connections through the Property to support existing and new residents. By providing sufficient civic space and bike and pedestrian connections, the McGrath Project is further consistent with the goals and policies of the FRP30.

Generally located in the middle of the Property, there are two residential buildings with approximately 333 units. The residential buildings will include an integral clubhouse, leasing facility, and fitness center. The building layout defines multiple exterior courtyards that will be utilized as tenant recreation areas along with a community garden area with raised planter beds. Courtyard amenities will include at least two different outdoor recreation areas. The residential buildings are planned for 5 stories with efficiency, studio, 1-, 2-, 3-, and 4-bedroom units. The unit types and sizes are provided in the unit matrix on page A-01 of the Architectural Plans and are also provided in the table below:

	NUMBER	NUMBER		NET SQ. FT.		
UNIT TYPE	OF UNITS	OF BEDROOMS	NRSF	PER UNIT TYPE	NUMBER	%
A-E Efficiency	60	60	308	18,480	116	35%
A-S Studio	28	28	449	12,572		
A1: 1bdr/1bath	28	28	659	18,452		
B1: 2bdr/2bath	51	102	971	49,521	77	23%
B1a: 2bdr/2bath	20	40	1,087	21,740		
TH1: 2bdr/2.5bath	6	12	1,200	7,200		
C1: 3bdr/3bath	66	198	1,155	76,230	66	20%
D1: 4bdr/4bath	74	296	1,397	103,378	74	22%
TOTAL/AVG	**333**	**764**	**924**	**307,573**	**333**	**100%**

In conjunction with the residential units, approximately 22,300 square feet of retail space is proposed on the north side of the Property. The two retail pads will also provide added employment opportunities for tenants of the community. The retail pads will provide great pedestrian connectivity to the public and residential pedestrian connections. This design focuses commercial development to the frontage with residential development to the back which is consistent with FRP30.

The Project's focal point will emphasize connectivity for walking and biking, civic spaces including a 2,000 square feet stand-alone flex building and local commercial uses within the pedestrian shed of the nearby activity center. Moreover, a Flagstaff Urban Trail System (F.U.T.S.) path will be constructed along the southwest corner into the most southern portion of the Project down the existing natural slope to a future F.U.T.S. path to be constructed by the City. This will allow residents ease of access to the Arizona trail which runs through Flagstaff therefore providing another extraordinary avenue of mobility.

The Project will revive this section of the Butler Avenue circulation corridor as a Great Street of Flagstaff by providing much needed housing and retail for the community and

pedestrian and bike connections to the existing Flagstaff Urban Trail System. The Project will allow for enhancement of this section of Butler Avenue by providing similar commercial frontage as the Aspen Place at The Sawmill. The 5-foot parkway and 6-foot sidewalk along Butler will create an urban feel consistent with the neighboring mixed-use development. Additionally, there are a handful of NAIPTA bus stops within the vicinity to bring residents and community members to and from the proposed development. With this region developing into a Regional Urban Activity Center, Highway Commercial (HC) and High-Density Residential (HR) are certainly more appropriate land uses than the existing industrial land use.

Along Sawmill, our pedestrian and vehicular connections will align with the property to the West, encouraging the connection from residential units to retail establishments. Our residential "Main Street" will have strong architectural multi-family towers flanking both sides, enhanced paving such as concrete pavers and colored/stamped concrete or asphalt, amenities including enhanced landscape, seating nooks with benches, litter receptacles, raised planters and bicycle parking creating a truly urban civic space. The architecture is meant to blend in with the mountain aesthetic, referencing projects like The Village at Aspen Place or Fremont Station. The use of large wood beams and detailing pays homage to the heavy timber aesthetic employed on these similar projects.

Topic: Compatible Urban Design

- *Policy LU.10.5. Consider vacant and underutilized parcels within the City's existing urban neighborhoods as excellent location for contextual redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons.*
- *Policy LU.10.6. In mixed use developments, encourage residential uses located above and behind commercial uses within urban areas as well as a variety of housing types where appropriate.*
- *Policy LU10.9. Civic spaces must be well designed, accessible, and central to the urban fabric.*
- *Policy LU.5.3. Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.*
- *Policy LU.1.1. Plan for and support reinvestment within the existing city centers and neighborhoods for increased employment and quality of life.*
- *Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.*
- *Policy NH.6.1. Promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods. When planning for redevelopment, the needs of existing residents should be addressed as early as possible in the development process.*
- *Goal ED.9. Promote redevelopment and infill as a well-established means to accomplish a variety of community economic, planning, and environment goals.*

Already within an existing Regional Urban Activity Center, the Project will allow true infill and redevelopment of an existing industrial warehouse with multi-family housing,

commercial property, recreation in the form of a F.U.T.S. path connection, civic spaces including a 2,000 square feet stand-alone flex building in an area with existing public infrastructure, and employment opportunities – genuinely a better framework for the urban area. Furthermore, the site is designed to have the commercial use at the frontage of Butler Avenue with the residential use behind. Also, the residential buildings will feature centrally-located, public space along "Main Street"– i.e., public benches, lawns, etc. – for residential tenants and Flagstaff community members to interact and build connections. The courtyards will be fenced off for private use of the residential amenities.

Topic: Site Design

- *Goal LU.6. Provide a mix of land uses.*
- *Policy LU.6.1. Consider a variety of housing types and employment options when planning new development and redevelopment projects.*
- *Policy CC.4.2. Design utilities and infrastructure to be contextual and considered as part of the overall design aesthetics.*
- *Policy CC.4.4. Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.*
- *Policy CC.5.3. Encourage the integration of art into public and private development projects.*
- *Policy LU.4.2. Utilize the following as guidance in the development process: Natural Environment maps, Environmental Planning and Conservation policies, Considerations for Development, Cultural Sensitivity, and Historical Preservation maps, and Community Character policies, while respecting private property rights.*
- *Policy T.6.5. Provide short- and long-term bicycle parking where bicyclists want to travel.*
- *Policy NH.3.4. Reuse former brownfields, vacant buildings, and commercial buildings to provide new mixed-use and/or housing options.*
- *Policy CD.1.5. Require that new development pay for a fair and rough proportional share of public facilities, services, and infrastructure.*
- *Policy LU.7.3. Require development proposals to address availability of adequate public services.*
- *Policy LU.8.1. Available water resources should be a consideration for all major development and subdivision applications.*
- *Policy LU.8.2. Impacts on the City's water delivery infrastructure should be a consideration for all residential and nonresidential development proposals.*
- *Policy E&C.6.8. Disturbed areas for improvements and landscaping for new developments shall emphasize the use of native, drought-tolerant or edible species appropriate to the area.*
- *Policy E&C.6.9. Develop guidelines to minimize the use of herbicides, insecticides, and similar materials.*
- *Policy E&C.7.1. Design development proposals and other land management activities to minimize the alteration of natural landforms and maximize conservation of distinctive natural features.*
- *Policy CC.4.5. Encourage local landscaping using Xeriscape, low-impact principles, and native vegetation wherever possible.*

- *Policy CC.4.6. Use landscaping to benefit the environment and improve aesthetics, in order to maximize the economic benefit that a well landscaped community provides.*
- *Policy WR.5.4. Develop any necessary stormwater infrastructure improvements consistent with City of Flagstaff stormwater master plans or studies as adopted by the City.*

The Project is consistent with the goals and policies of included with the topic of Site Design as described in the FRP30 by providing a mix of residential and commercial uses; designing water, sewer, and stormwater infrastructure to be consistent with City standards and the aesthetics of the Project and activity center; building new sidewalk, parkway, a new right turn lane on Butler and $200,000 towards a future traffic light at the Lone Tree/Sawmill intersection; offering both long term and short term bicycle storage; recognizing human scale and pedestrian needs; analyzing the impacts to the existing public water and sewer infrastructure; and, using various drought tolerant species and state of the art irrigation techniques.

The water, sewer, and stormwater infrastructure is designed to serve the residential and commercial uses without a negative impact on the overall aesthetics of the development. Additionally, reclaimed water infrastructure is available in the area. A significant amount of infrastructure would need to be constructed with this project, if necessary. The ability to use this resource will be determined during final design. All stormwater detention and low impact development (LID) will be designed as underground chamber systems beneath the proposed development parking in order to maximize the urban densities as well as connectivity through the site.

A Water and Sewer Impact Analysis (WSIA) was completed by the City on May 4, 2018. We have not seen the final Water & Sewer Impact Analysis (WSIA), but we have been told that the adjacent/offsite water and sewer infrastructure has adequate capacity to serve this project. No offsite water or sewer improvements will be required. We will, however, have to run both water and sewer mains into the site in order to serve the project.

The Project will provide a new 6 ft. sidewalk on Butler with a 5 ft. parkway in addition to 5 ft. sidewalk and parkway on Sawmill. According to the TIA, a right turn lane is warranted into the development off Butler Avenue. In addition to the aforementioned public improvements, the Developer will also contribute $200,000 towards the future traffic light at the intersection of Lone Tree and Sawmill.

The Project will address human-scale and pedestrian needs, by providing ground floor access to bicycle storage, a study lounge, fitness center, club room, and many other on-site amenities for the residents. Furthermore, the residential “Main Street” running down the core of our development will provide an urban civic space for the residents and adjacent visitors to socialize and enjoy the public infrastructure. Main Street shall include enhanced paving such as concrete pavers and colored/stamped concrete or asphalt, amenities including enhanced landscape, seating nooks with benches, litter receptacles,

raised planters and bicycle parking. The idea is to be able to close off the street to vehicles and host vendors who would be associate with established Flagstaff community events, like 1st Friday Art Walk and Farmer's Market. Finally, the property will assist in the connection to the F.U.T.S. path, providing an engaging experience for those who seek comfort in the outdoors.

Bicycle storage will be provided for the both uses in the development. The residential buildings will house secured interior bike storage for the students and additional bike parking will be provided outside for the general public to use as well.

The majority of the vehicle parking will be placed behind the building (east and south) where it will have the least amount of impact on the bicycle and pedestrian accessibility. This allows bicycles and pedestrians direct access to the buildings rather than navigating through the parking to gain access.

Public art, possibly in the form of a mural on the parking garage at the end of Main Street will be incorporated.

Landscaping and irrigation practices will add to the overall natural aesthetics of the Project. Drought tolerant landscaping will be used to not only reduce water consumption but to also provide landscaping that is native and conducive to the City.

Blending in with existing developments in the neighborhood is important to McGrath Real Estate Partners. The proposed project is being constructed on an existing hill from the perspective of the bottom of Sinclair Wash. Therefore, the south residential building and parking lot will be only slightly visible from Sinclair Wash. Additionally, the site has been designed to preserve natural features and land forms where possible. The FUTS connection is being cut into the existing slopes to maintain the natural features along the southern property line.

Topic: Adjacent Connectivity

- *Policy E.1.5. Promote and encourage the expansion and use of energy-efficient modes of transportation:*
    - *a) Public transportation*
    - *b) Bicycles*
    - *c) Pedestrians*
- *Policy CC.4.1. Design streetscapes to be context sensitive and transportation systems to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs.*
- *Policy LU.10.1. Prioritize connectivity within all urban neighborhoods and activity centers.*
- *Policy LU.18.18. New development within existing activity centers should enhance the existing street pattern to meet the goals and policies of the Regional Plan related to connectivity and complete streets.*
- *Policy LU.18.20. Major streets in urban activity centers should have urban-form buildings with their primary pedestrian entrances facing the major street.*

Secondary entrances could be located to meet other access needs for the building use.

- *Policy T.5.2. Improve pedestrian visibility and safety and raise awareness of the benefits of walking.*
- *Policy T.5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.*
- *Policy T.6.2. Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.*
- *Policy LU.19.4. Balance automobile use, parking, bicycle access, while prioritizing pedestrian safety along all corridors.*
- *Policy NH.1.3. Interconnect existing and new neighborhoods through patterns of development, with complete streets, sidewalks, and trails.*
- *Policy NH.1.4. Foster points of activities, services, increased densities, and transit connections in urban and suburban neighborhoods.*
- *Policy NH.4.6. Consider and integrate public transportation when possible in planning housing developments, to help reduce a household's transportation costs and minimize impact on the community's roads and transportation system.*

The residential portion of the development was strategically placed to the Northwest of the site (just South of the retail buildings) to get the residents close to the intersection of Butler and Sawmill for public transportation, and to ensure that our pedestrian connections across Sawmill align with adjacent residential and retail infrastructure. There are 2 NAIPTA bus stops to the east within 1000 feet of the project and 2 NAIPTA bus stops to the west within 1000 of the project.

The driveways for the proposed development are consistent with the ideal connectivity for an urban neighborhood which 300x300 or 300x600 according to the Regional Plan. The use of driveways instead of public streets allows for parking to be better integrated into the commercial and residential streetscape which can slow down vehicular traffic and helps create a barrier between the pedestrians and traffic. Additionally, pavers will be placed at the intersections between the Project and the Aspen Place at The Sawmill in order to promote safe pedestrian connectivity between the two developments. This will also create a sense of safety which allows for more people to feel comfortable to walk between the two developments.

Moreover, a F.U.T.S. path will be constructed along the southwest corner into the most southern portion of the Project down the existing natural slope to a future F.U.T.S. path to be constructed by the City. This will allow residents ease of access to the Arizona trail which runs through Flagstaff; therefore, providing another extraordinary avenue of mobility for residents and Flagstaff community members.

Topic: Community Connectivity

- *Policy WR.5.2. Incorporate pedestrian access, trails, and watchable wildlife opportunities into natural watercourses when practical.*
- *Policy T.1.3. Transportation systems are consistent with the place type and needs of people.*

- *Policy T.1.4. Provide a continuous transportation system with convenient transfer from one mode to another.*
- *Policy T.1.6. Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic.*
- *Policy T.2.1. Design infrastructure to prove safe and efficient movement of vehicles, pedestrians, bicycles, and pedestrians.*
- *Policy T.3.3. Couple transportation investments with desired land use patterns to enhance and protect the quality and livability of neighborhoods, activity centers, and community places.*
- *Policy T.4.2. Design all gateway corridors, streets, roads, and highways to safely and attractively accommodate all transportation users with contextual landscaping and appropriate architectural features.*
    - *From Page VIII-4 "Great Streets" - Commercial corridors in Flagstaff have historically lacked cohesive planning, as they are a product of our automobile-oriented society, and reflect the piecemeal nature of development along the corridors. They cut across different place types within the region and are not conducive to pedestrian safety or transit-oriented design because the qualities of pedestrian placemaking have been overlooked in favor of automobile access (with the exception of the FUTS expansion along a number of corridors)…Flagstaff's Great Streets - The corridors illustrated on Map 12 have been identified as having potential for reinvestment, retrofit, and revitalization to make them more appealing to pedestrians (and shoppers), enhance transit potential, and make them ultimately safer. This Plan envisions our corridors setting the stage in ways unique and appropriate to their role.*

The pedestrian and vehicular connections across Sawmill facilitate the public use of the surrounding retail and civic spaces. Our buildings are broken up into blocks to align with these roads so that the architecture reflects the connection at the ground plane. Furthermore, the southern entry to the development has our residential "Main Street" flanked by architecturally dominant towers that further define the importance of this alignment with our development and surrounding Flagstaff businesses and apartments. This "Main Street" can be blocked off from vehicular traffic with temporary bollards to host Flagstaff community events like 1st Friday Art Walk and Farmer's Market to further draw the Flagstaff community together.

Along Butler Avenue a six foot detached walk shall run the length of the property. The parkway shall be landscaped with shade trees and drought tolerant shrubs consistent with City requirements. This walk and landscape will replace an existing narrow walk and inconsistent landscaping. Along this new detached walk, there are multiple pedestrian connections that lead directly to civic spaces and provide inner-connectivity between the Project.

Topic: Housing

- *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.*
- *Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.*
- *Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.*
- *Policy NH.3.5. Encourage and incentivize affordable housing.*
- *Policy NH.4.3. Address accessibility issues and other housing barriers to persons with disabilities or special needs.*

The Project will redevelop the longstanding, existing warehouse site to bring in an inviting and lively mixed-use development in accordance with the existing Regional Urban Activity Center goals and policies. The existing Regional Urban Activity Center includes The Grove Apartments, Whole Foods, REI, Pita Jungle, Wildflower Bread Company, and Alliance Bank to name a few. The existing warehouse is approximately 45-50 feet high and the Village at Aspen Place Luxury Apartments are 5 stories. The Grove student apartments are 4-story apartments and 2-storytownhome-style apartments. Therefore, the proposed scale of the McGrath Project is consistent with the surrounding urban neighborhood.

The multi-family housing portion of the Project will include a mixture of efficiency, studio,1, 2, 3, and 4-bedroom unit types leased at varying rates. The Project also includes a 2-bedroom, 2.5 bath townhome-style apartment units with private backyards. Most of these floorplans are not available at The Grove or the Village at Aspen Place residential projects nearby. This unit mix was designed differently than any other residential project in the City to appeal to a broad range of tenants and income levels to better serve the Flagstaff community. A heavy emphasis was placed on smaller units including efficiency and studios. The increase in project density allows the Project to pass on real savings to the community. Smaller units will allow more residents to live for less monthly rent in perhaps a development they otherwise couldn't afford.

In addition to the natural affordability that smaller units will provide, McGrath has elected to designate 10% of the multi-family housing units as affordable and will work with city officials to set rates for these units at a discounted level. In addition, McGrath will also donate $500,000 to the City to help fund future affordable housing opportunities for the residents of Flagstaff.

Refer to the additional memo provided by McGrath Real Estate Partners for more information on the market analysis of this Project.

Topic: Community Character

- *Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock*

outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.

- *Policy CC.2.3. Mitigate development impacts on heritage resources.*
- *Policy LU.19.3. Enhance the viewsheds and frame the view along the corridors through design.*
- *Goal CC.3. Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.*
- *Policy CC.3.3. Emulate the most celebrated design traditions of Flagstaff, particularly the pre-Route 66 and early Route 66 eras.*
- *Policy NH.1.7. Develop appropriate programs and tools to ensure the appropriate placement, design, and operation of new student housing developments consistent with neighborhood character and scale.*
    - *Consider Goal 1 in the HOH Plan about Complete and connected activity centers and reference the Urban Regional Activity Centers Illustration in Chapter 3 for some guidance on this policy.*
- *Policy ED.7.1. Support planning, design, and development that positively, creatively, and flexibly contribute to the community image.*

The Project will improve and expand on the current community character by increasing the span of the existing Regional Urban Activity Center viewshed and providing commercial use for existing and new residents of the activity center. The High Occupancy Housing (HOH) Plan states that student housing belongs in Regional Urban Activity Centers. While this is not solely a student housing project, it is anticipated that a large number of residents will be students due to the close proximity to NAU. The setback of the larger, residential buildings to the middle of the site is similar to The Sawmill at Aspen Place. This creates a consistent urban form on the corridor. The redevelopment of the Property will not obstruct existing viewsheds, like the San Francisco Peaks, any more than the existing warehouse.

The development will promote alternative transportation choices with 4 NAIPTA bus stops nearby, indoor and outdoor bike storage, pedestrian walkways onsite and offsite, and a FUTS connection to the Arizona Trail to the south. By having so many different avenues of transportation available onsite or nearby, this will allow for easy transfer between different modes of transportation. With the FUTS connection south of the Property, pedestrians, runners, and bicyclists will have a much shorter route to this area from the FUTS trail system besides Lone Tree and Babbitt.

This development has been designed to blend into both the natural and built environment of Flagstaff. The architectural massing has been broken into smaller segments to diminish the overall size of the project and maintain a similar language to the surrounding multi-family projects in the Sawmill Development. The architectural style for the housing component is a mountain lodge aesthetic, paying homage to the surrounding scenery as well as other architecturally noteworthy buildings. With large gables, heavy timber detailing, and a combination of stone and siding, these buildings have a rich and materially diverse quality. The retail component is an urban sawmill design which is a modern take on the mountain lodge aesthetic with similar materials and colors.

Furthermore, the colors were selected to pull from the natural browns of the trees and greys of the mountains. The architecture will exude the strength and stability inherent to the City of Flagstaff.
There are no heritage resources onsite.

Topic: Economic Development

- *Policy LU.6.2. Consider commercial core areas, corridors, activity centers, employment centers, research and development parks, special planning areas, and industrial uses as appropriate place types and area types for employment opportunities.*
- *Policy ED.3.5. Advocate the economic sustainability and growth of businesses with opportunities for transitional commercial space, leased space, and property ownership.*
- *Policy ED.3.8. Protect existing business and industrial land uses from encroachment and allow for their expansion.*

The McGrath Project will extend the existing Regional Urban Activity Center while expanding employment opportunities and economic investment prospects as well. The residents of the McGrath Project will certainly participate in the continued success of the businesses within Aspen Place at The Sawmill; therefore promoting and revitalizing the existing activity center.

The existing industrial warehouses are in a state of disrepair and no longer fit in with the surrounding areas, especially as the surrounding areas are redeveloped. Replacing the existing warehouses will provide additional housing and shopping opportunities for the City as well as a more visually appealing development that fits in with the surrounding properties.

The site currently consists of two parcels, both owned by Wendt Business Park LLC, and have a combined Tax Value of approximately $77,000. The current property improvements are very old, generating very little tax revenue for the City. Upon stabilization, the multi-family housing portion of the Project has an estimated Full Cash Value of approximately $55.3 million, an estimated Limited Property Assessed Value of approximately $4.7 million, and an estimate annual tax burden of $430,000. This is an annual tax increase of approximately $350,000 for this site. This tax revenue will help to fund things such as public schools, infrastructure maintenance, governmental administration, police, public safety, libraries and other municipal allocations.

Furthermore, the Project is designed to enhance public improvements including new sidewalks, a turn lane on Butler and contributing $200,000 towards Future public improvements along the Lone Tree Corridor.

Refer to the additional memo provided by McGrath Real Estate Partners for more information on the economic opportunities for the City of Flagstaff with the development of this Project.

Topic: Sustainability

- Policy E&C.2.1. Encourage the reduction of all energy consumption, especially *fossil-fuel generated energy, in public, commercial, industrial, and residential sectors.*
- *Policy E.1.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.*
- *Policy E.1.7. Support policies and programming that reduce electricity, natural gas, and water consumption in order to conserve natural resources and reduce financial costs.*
- *Policy E.1.10. Incentivize energy efficiency and renewable energy technologies in construction projects.*
- *Policy E.2.4. Encourage small-scale renewable energy production and use on the local level on appropriate residential, commercial, and industrial parcels.*
- *Policy ED.4.5. In an effort to promote the sustainability of resources, the City will encourage all new and expanded commercial and industrial development to be energy and water efficient.*
- *Policy NH.4.4. Encourage green practices in housing construction and rehabilitation that support durable, healthy, and energy efficient homes*.
- *Policy WR.5.3. Identify downstream impacts as the result of development, and provide for mitigation measures to address impacts. When possible, mitigations should be non-structural in nature.*
- *Policy WR.5.7. Support healthy watershed characteristics through implementation of practices, consistent with the City of Flagstaff Low Impact Design Manual, that improve flood control and flood attenuation, stormwater quality, and water sustainability; increase groundwater recharge; enhance open space quality; increase biodiversity; and reduce land disturbance and soil compaction.*

The Project will implement practices in conformance with the City's Low Impact Development Design Manual (LID Manual) and the Stormwater Management Design Manual (SMDM) by using a multiple underground storm drain systems to support healthy watershed characteristics as explained in the FRP30.

As part of the site plan application, a Drainage Impact Analysis (DIA) was performed for the project. In order to alleviate the increase in impervious cover for the Property based on the proposed development, adequate underground detention/LID volumes will be provided to allow for post-development stormwater runoff rates to be less than or equal to the existing stormwater runoff rates in order to minimize downstream flooding impacts. Based on the increase in infill projects in the last decade, the City has become more concerned with water quality within urban floodplains. The underground detention/LID systems will provide an avenue to increase the water quality of the stormwater runoff by removing oils, sediment, and other pollutants before it leaves the Property and is released back into the Rio de Flag.

The buildings will utilize low flow plumbing fixtures, efficient lighting, and other energy efficient features such as "Energy Star" appliances that are commonly found in LEED

certified buildings. The project will not pursue LEED certification; however, the Owner prioritizes designing and building energy efficient buildings.

The availability of transit and walkability of the area will also provide opportunities for reduced energy consumption.

Refer to the additional memo provided by McGrath Real Estate Partners for more information on the sustainability of the Project.

Topic: Non-compliance

- *Policy WR.5.6. Implement stormwater harvesting techniques to support water conservation strategies by collecting and using local precipitation in the vicinity where it falls to support both human and overall watershed health needs.*
- *Policy WR.3.4. Use reclaimed water and rainwater harvesting wherever appropriate and practical.*

The Project does not comply with the policies and goals noted above.

Stormwater harvesting will not be practiced to support human needs. However, stormwater runoff will be sent to local parking islands, where possible, in order to water the proposed landscaping.

As of this time, reclaimed water will not be connected to this multi-family housing and retail project. However, the use of reclaimed water will be further evaluated during final design.

Appendix B

ALTA/NSPS Land Title Survey
of
A.P.N. 104-13-002B & 104-03-005B

As recorded in Instrument #3229459, records of Coconino county, situated in the North Half of Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino county, Arizona.

Legal Description:

LOCATED IN THE East half of the Northwest quarter and the West half of the Northeast quarter of Section 22, Township 21 North, Range 7 East of the Gila and Salt River Meridian (E/2 NW/4 and W/2 NE/4, Sec. 22 T21NR7E, G&SRM) Coconino County, Arizona;

BEING ALL OF that parcel described in Docket 663, page 353(R1) of Coconino County records except that portion conveyed to City of Flagstaff per Docket 1416, Page 559 (R4) of the Coconino County records;

AND BEING MORE particularly described by metes and bounds as follows;

COMMENCING FOR REFERENCE at the center one-quarter of said Section 22 as marked be a ½" rebar with tag stamped "LS 13014", which point is the TRUE POINT OF BEGINNING of this description;

THENCE S 88°46' 17" W along the South line of (R1), a distance of 105.52 feet [(R1) = 105.58] to the Southwest corner of (R1) as marked by a NES Aluminum cap stamped "NES, LS 14671";

THENCE N 19°33'35" W along the West line of (R1) a distance of 629.14 feet to a point;

THENCE N 05°14'15" E along the West line of (R1), a distance of 715.86 feet to the Southwest corner of the (R4) conveyance, which is on the Southerly Right-of-Way line of Butler Avenue;

THENCE S 78°54'39" E along the Southerly Right-of-Way line of Butler Avenue a distance of 402.29 feet [(R4) = 403.70'] to the beginning of a non-tangent curve to the left from which the radius point bears N 12°44'22" E, 1406.24 feet;

THENCE Southeasterly along said non-tangent curve to the left with a radius of 1406.24 feet, through a control angle of 04°17'44", an arc distance of 105.43 feet [(R4) = 104.99 feet] to the Southeast corner of the (R4) conveyance;

THENCE S 00°35'15" E along the East line of (R1) [and the West line of Rio De Flag Business Park per Case 6, Map 32(R3) of Coconino county records) a distance of 1201.44 feet [(R4) less (R1) = 1201.44 feet, (R3) = 1203.95 feet to the Southeast corner of (R1) marked by an Arenco Aluminum cap in concrete stamped "ARENCO LS 4321";

THENCE S 88°49'45" W [Basis of Bearings per (R3)] along the South line of (R1), a distance of 259.98 feet [(R1) = 260.02 feet, (R3) = 259.91 feet) to the TRUE POINT OF BEGINNING of this description,

EXCEPT the portion conveyed to the City of Flagstaff in document recorded as Instrument 08-3508450 of Official Records of Coconino county, Arizona and more particularly described as follows;

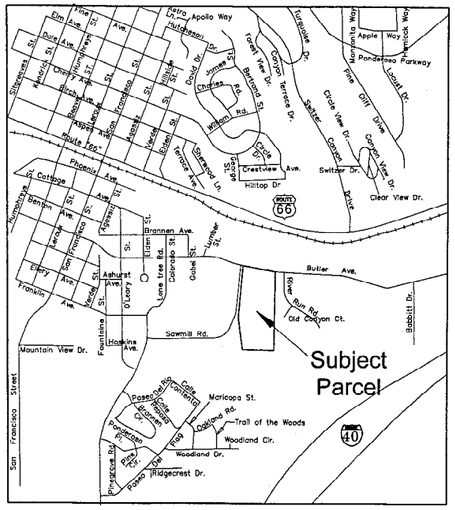
BEGINNING at the Northwest corner of the above referenced parcel;

THENCE S 78°27'32" E, along the North line of said parcel, a distance of 25.00 feet;

THENCE S 53°36'56" W, a distance of 33.50 feet to the West line of said parcel;

THENCE N 05°41'23" E, along said West line, a distance of 25.00 feet to the TRUE POINT OF BEGINNING;

EXCEPT all oil, gas and other minerals, in, on or under or which may be produced from said lands, as conveyed to Southwest Lumber Mills, Inc., an Arizona Corporation by deeds recorded in Docket 164, Page 405 and Docket 385, Page 576, records of Coconino county, Arizona.



Vicinity Map
(Not to Scale)



Schedule "B" Items:

The following Schedule "B" Items are per First American Title Insurance Company issued by Empire West Title Agency Committment No. 68204EW, dated February 3, 2017, at 7:30 A.M.

4. Easements, restrictions, reservations, conditions and setback lines as set forth on the plat recorded in Book 1 of Maps, Page 12, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC3604(c). There appears to be little to no readable information of the face of Book 1 of Maps, Page 12 (Brannen Addition to Flagstaff).

5. Covenants, conditions, restrictions, liabilities and obligations in the document recorded in Docket 164, Page 405, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c) of the United States Codes. Said document limits the then "Grantees, their heirs and assigns" ability to mine within a certain distance of the then "grantors" properties.

6. An easement for electric lines and poles and incidental purposes as recorded on Book 26 of Official Records, Page 293. Said document, while in the same quarter Section as a portion of the Subject Parcel, is not specific enough to determine if affects said Subject Parcel.

7. An easement for electric lines and appurtenant facilities and incidental purposes as recorded in Docket 329, Page 722, does affect the Subject Parcel and is plotted hereon.

8. An easement for electric lines and appurtenant facilities and incidental purposes as recorded in Docket 959, Page 502 and re-recorded in Docket 962, Page 99, does affect the Subject Parcel and is plotted hereon.

9. A slope and drainage easement together with terms and conditions and incidental purposes as recorded in Instrument #99-3030444 of Official Records does affect the Subject Parcel and is plotted hereon.

10. An easement for Natural gas pipelines and appurtenant facilities and incidental purposes as recorded in Instrument #08-3496586 of Official Records does affect the Subject Parcel and is plotted hereon.

11. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property, does affect the Subject Parcels, but not in a surveying manner.

Surveyor's Notes:

Address- The address of the Subject Parcels are as follows: A.P.N. 104-03-005B is 825 E. Butler Avenue, Flagstaff Arizona, 86001 and A.P.N. 104-13-002B is 829 E. Butler Avenue, Flagstaff, Arizona, 86001.

Flood Zone- The Subject Parcels lie in Zone "X" per Flood Insurance Rate Map (FIRM) No. 04005C6809G, effective September 3, 2010.

Zoning- The zoning for the Subject Parcels are as follows: A.P.N. 104-03-005B is zoned HI (Heavy Industrial), A.P.N. 104-13-002B is zoned LI (Light Industrial) and the Information is Front Setback = 25.0', Side Interior = 15.0'(adjacent to residential) 0.0'(all others), Side Exterior = 15.0', Rear = 15.0' (adjacent to residential) 0.0'(all others), Building Height = 60.0'. Information taken from the City of Flagstaff Land Development Code.

Parking Spaces- There are 21 regular parking spaces on the Subject Parcel, but it should be noted that the marked spaces that are shown are very faint and there were more spaces that were even more faint that could not be determined with any accuracy.

Distance to nearest street - The Subject Parcel is on a street corner.

Earthwork- There has been some grading and there are piles of various material on the Subject Parcel as shown.

Right-of-Way- There are no known changes to either of the Right-of-Ways and there was no evidence street or sidewalk repairs or construction observed.

A note on Basis of Bearing and Coordinate System:

Linear Unit: International Foot
Geodetic Datum: North American Datum 1983
System: Arizona LDP (Low Distortion Projection)

Projection: Transverse Mercator
Latitude of grid origin: 35° 00' 00" N
Longitude of Central Meridian: 111° 37' 00" W
Northing at grid origin: 0.000 ft
Easting at Central Meridian: 70,000.000 ft
Central Meridian Scale Factor: 1.000333 (exact)

All distances and bearings shown hereon are grid values based on the preceding projection definition. The projection was defined such that grid distances are equivalent to "ground" distances within the project area.

The Basis of Bearings is Geodetic North based on GPS measurements. These beanings have been rotated to grid for the City of Flagstaff Low Distortion Projection. All bearings and distances shown on this map are grid per the preceding definition.

Benchmark: The Benchmark for this survey was derived through GPS RTK observation and are noted.

Legend/Record Information:

- Found Sectional Corner as noted.
- Found Corner as noted.
- Set Rebar w/Cap 14671.
- Computed Point
- Column.
- MB - Mail Box.
- C - Communication Box.
- E - Electric Box.
- Water Manhole.
- WM - Water Meter.
- Water Valve.
- Fire Hydrant.
- Sign.
- Street Light.
- Traffic Signal Mast.
- TS - Traffic Signal.
- Hand Rail.
- Gate.
- Electric Meter.
- Guardrail.
- Sewer Service.
- Yard Hydrant.
- Unknown Post.
- Irrigation Control Box.
- Guy Wire.
- Power Pole
- Gas Valve.
- GM - Gas Meter.
- Gas Posting.
- FDC - Fire Dept. Standpipe.
- Guardpost(Bollard).
- Irrigation Control Valve.
- Overhead Traffic Signal.
- ET - Traffic Signal Electric Box.
- Overhead Utility Lines.
- Chainlink Fence.
- Fire Line Water Valve.
- Small Electric Panel
- Sanitary Sewer Manhole.
- Light Pole Electric Box.
- Unknown PVC Riser.

(R1)- Instrument #3229459, C.C.R.
(R2)- Instrument #3508450, C.C.R.
(R3)- Instrument #3605256, C.C.R.
(R4)- Instrument #3583171, C.C.R.(Amended Final Plat for Aspen Place at the Sawmill)
(R5)- Book 23 of Land Surveys, Page 40, C.C.R.
(R5)- Case 7, Map 42, C.C.R.(Survey & Split of Lot 10)
(R7)- Instrument #3642889, C.C.R.
(R8)- Case 7, Map 73, C.C.R.(Minor Land Division Map of Lots 7 & 8)
(R9)- Case 6, Map 32, C.C.R.(Final Plat of Rio De Flag Business Park)
(R10)- Book 11 of Land Surveys, Pages 44 & 45, C.C.R.

Certification:

To: Wendt Business Park, L.L.C., an Arizona Limited Liability Company and First American Title Insurance Company, issued by Empire West Title Agency

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 2, 3, 6(a), 6(b), 7(a), 7(b1), 7(c), 8, 9, 13, 14, 16, 17 and 20 from Table A thereof. The fieldwork was completed on March 20-22 and 30, 2017.

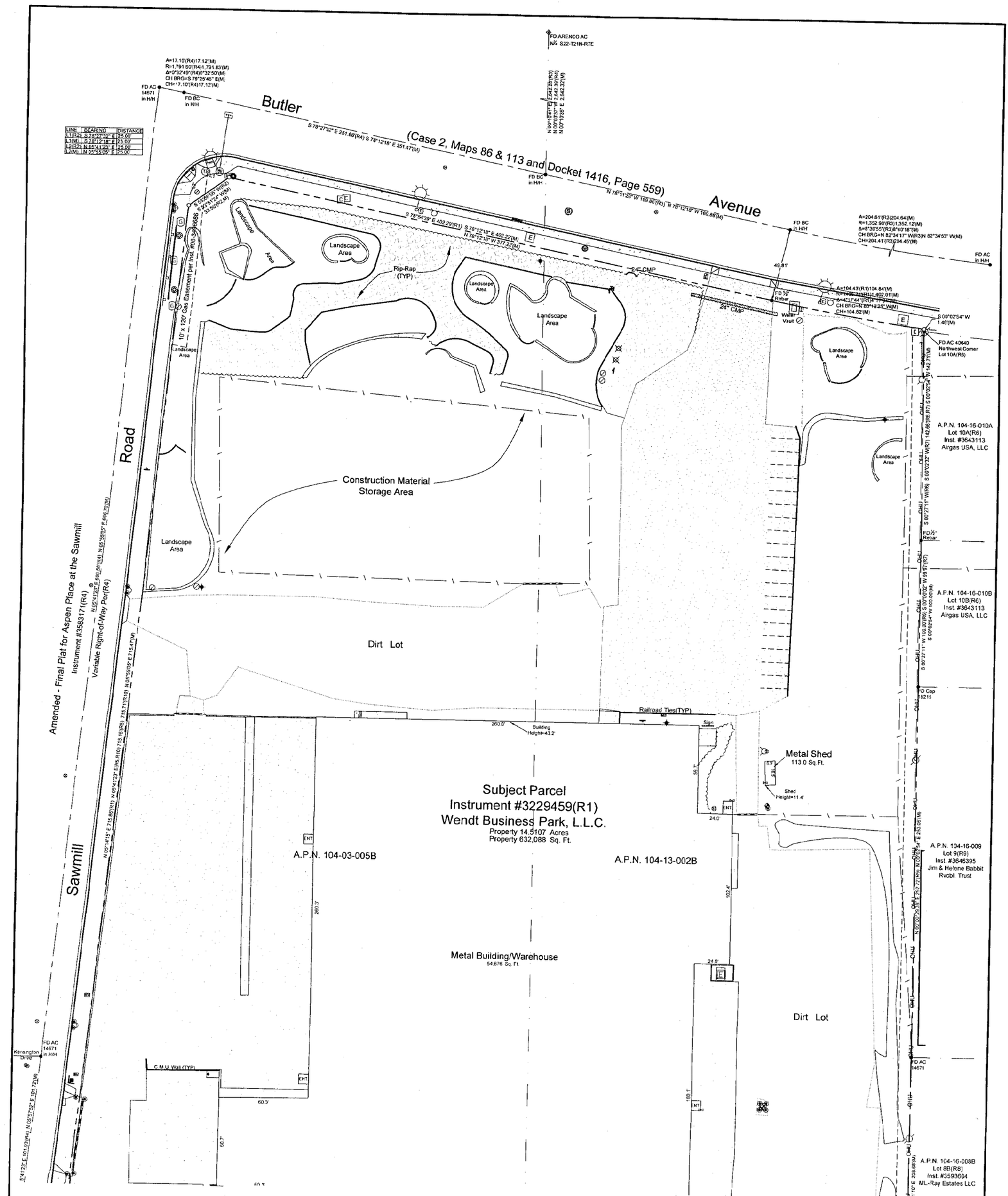
Date: March 30, 2017

REGISTERED LAND SURVEYOR CERTIFICATE NO. 30364 MICHAEL J. STARK 3-30-17 Date Signed ARIZONA, U.S.A. Expires 9-30-17

Michael J. Stark — Arizona RLS 30364

Northland Exploration Surveys, Inc.
526 West Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058 FAX (928) 774-3089

SCALE: 1" = 30.0'	ALTA/NSPS Land Title Survey of A.P.N. 104-13-002B & 104-03-005B As recorded in Instrument #3229459, records of Coconino county, situated in the North Half of Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino county, Arizona	SHEET 1 OF 3
SURVEYOR: MJS MRS		
DRAWN: M. J. Stark		
CHECKED: K. A. KRENKE		JOB NO. 17-020
DATE: March 30, 2017		



LINE	BEARING	DISTANCE
L1(R2)	S 78°27'32" E	25.00'
L1(M)	S 78°12'18" E	25.00'
L2(R2)	N 55°41'23" E	25.00'
L2(M)	N 55°55'05" E	25.00'

LEGEND/RECORD INFORMATION:

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- Communication Box
- Electric Box
- Water Manhole
- Water Meter
- Water Valve
- Fire Hydrant
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- Traffic Signal Mast
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(R2)- Instrument #3508450, C.C.R.
(R3)- Instrument #3608258, C.C.R.
(R4)- Instrument: #3583171, C.C.R. (Amended Final Plat for Aspen Place at the Sawmill)
(R5)- Book 23 of Land Surveys, Page 40, C.C.R.
(R6)- Case 7, Map 42, C.C.R.(Survey & Split of Lot 10)
(R7)- Instrument #3642889, C.C.R.
(R8)- Case 7, Map 73, C.C.R.(Minor Land Division Map of Lots 7 & 8)
(R9)- Case 6, Map 32, C.C.R. (Final Plat of R/S De Flag Business Park)
(R10)- Book 11 of Land Surveys, Pages 44 & 45, C.C.R.

A note on Basis of Bearing and Coordinate System:

Linear Unit: International Foot
Geodetic Datum: North American Datum 1983
System: Arizona LDP (Low Distortion Projection)

Projection: Transverse Mercator
Latitude of grid origin: 35° 00' 00" N
Longitude of Central Meridian: 111° 57' 00" W
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Easting at Central Meridian: 70,000.000 ft.
Central Meridian Scale Factor: 1.000333 (exact)

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Benchmark: The Benchmark for this survey was derived through GPS RTK observation and are noted.

0 30 60 90

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
90364
MICHAEL J.
STARK
3-30-17
Date Signed
ARIZONA, U.S.A.
Expires 9-30-17

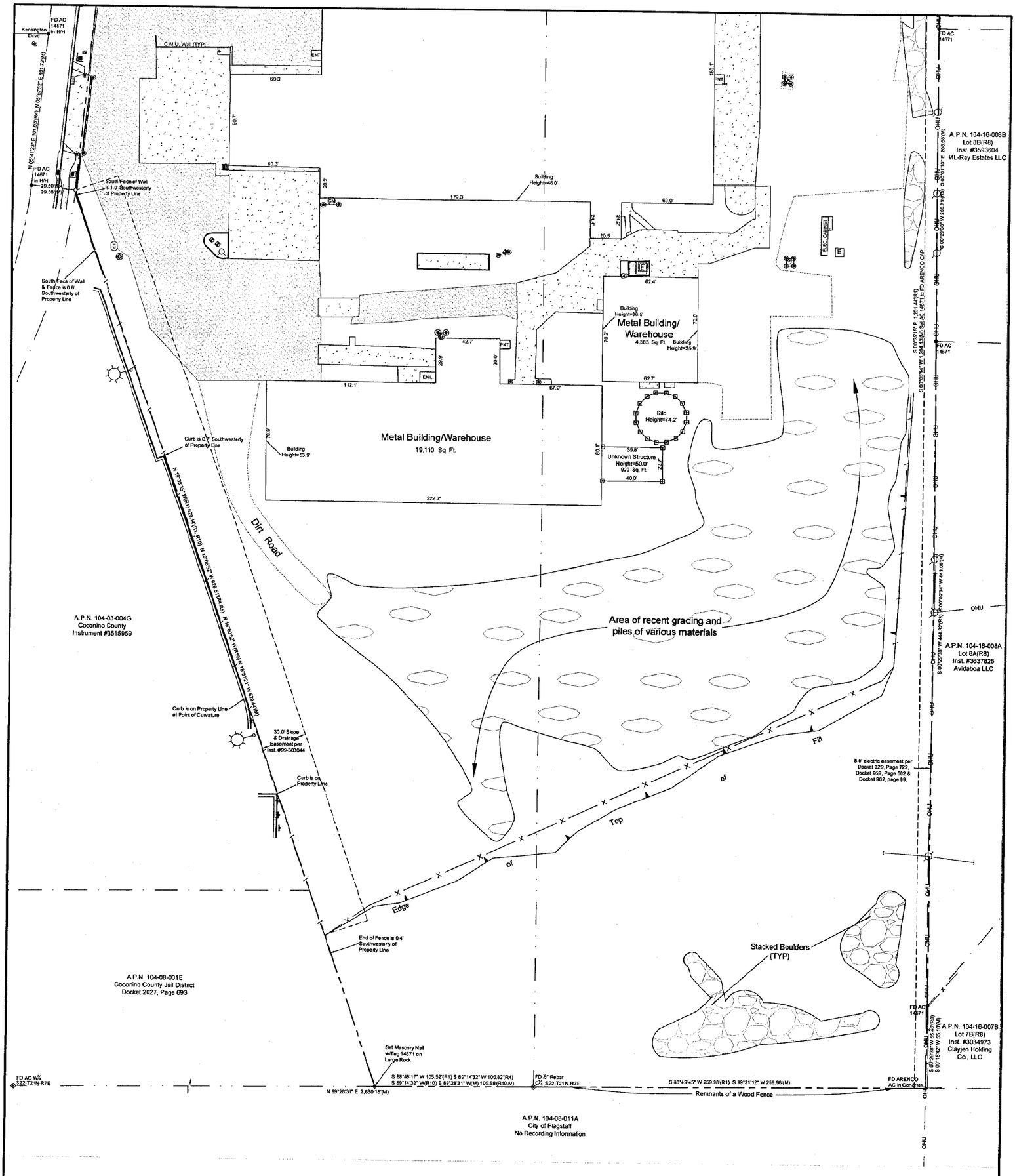
Northland Exploration Surveys, Inc.
528 East Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5858 FAX (928) 774-3089

SCALE	1" = 30.0'
SURVEYOR	MJS MRS
DRAWN	M J. Stark
CHECKED	K. A. Krenke
DATE	March 30 2017

ALTA/NSPS Land Title Survey of A.P.N. 104-13-002B & 104-03-005B

As recorded in Instrument #3229459, records of Coconino county, situated in the North Half of Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino county, Arizona

SHEET	2 OF 3
JOB NO	17-020



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Benchmark: The Benchmark for this survey was derived through GPS RTK observation and are noted.

N

0 30 60 90

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
20364
MICHAEL J. STARK
3-30-17
Date Signed
ARIZONA, U.S.A.
Expires 9-30-17

Northland Exploration Surveyors, Inc.
526 West Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5008 FAX (928) 774-3088

SCALE: 1" = 30.0'	ALTA/NSPS Land Title Survey of **A.P.N. 104-13-002B & 104-03-005B** As recorded in Instrument #3229459, records of Coconino county, situated in the North Half of Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona
SURVEYOR: MJS MRS	SHEET 3 OF 3
DRAWN: M. J. Stark	
CHECKED: K. A. Krenke	JOB NO. 17-020
DATE: March 30, 2017	

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

Engineering an environment of excellence.

CITIZEN PARTICIPATION REPORT
For
McGRATH MULTI-FAMILY HOUSING & RETAIL

SWI Project # 17113

Section 22, T 21 N, R 07 E, G&SRM
City of Flagstaff,
Coconino County, Arizona

Prepared for:
McGrath Real Estate Partners
950 Corbindale Road, Suite 300
Houston, TX 77024
(713) 782-5800

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

Originally Prepared:
April 30, 2018

Revised:
September 6, 2018
May 3, 2019
May 13, 2019

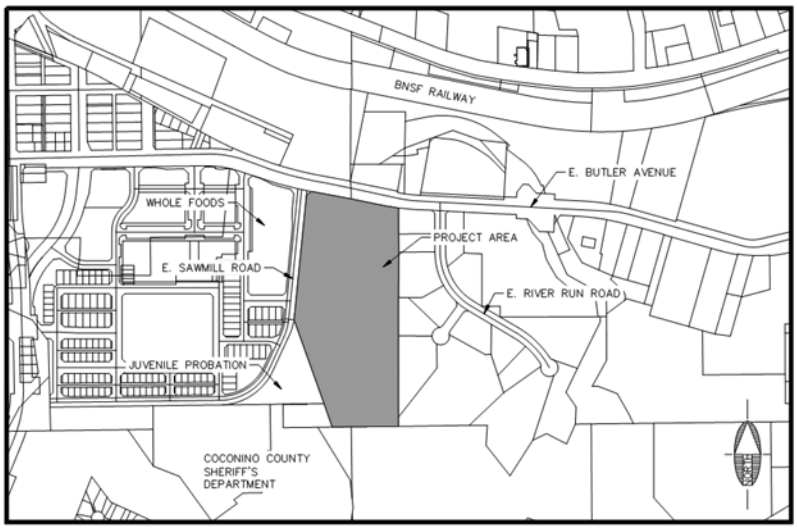
PROJECT SUMMARY

McGrath Real Estate Partners ("McGrath") is proposing a new mixed-use development at the intersection of Sawmill Road and Butler Avenue. The project will include a retail component at the north end of the site addressing the Butler Avenue frontage as well a multi-family residential component addressing Sawmill Road.

The retail buildings will be single story with a surface parking lot. The surface lot will provide 89 parking spaces, including 5 ADA accessible parking stalls. Loading will be accommodated on site and will be screened from street frontages along Butler Avenue. Site access will be from a driveway on Butler Avenue and a driveway on Sawmill Road.

The five story multi-family residential building will include 333 units, ranging from efficiency to four-bedroom units and will include for-rent style townhomes. The project will include an integral Clubhouse and Leasing Facility as well as a Fitness Center and stand-alone Flex Building. Site access will be provided from two driveways on Sawmill Road. Approximately 401 surface parking spaces and 318 structured parking spaces, including 16 ADA accessible parking stalls, will be provided along with secure, covered, grade-level bike parking areas and exterior bike racks. The building layout defines multiple exterior courtyards that will be utilized as tenant recreation areas along with a community garden area with raised planting beds.

The site is located on approximately 14.51 acres and is currently zoned Heavy Industrial (HI) and Light Industrial (LI). The proposed zoning is Highway Commercial (HC) for the retail component and High-Density Residential (HR) for the multi-family residential component.



VICINITY MAP
N.T.S.

PROJECT LOCATION

The project limits are located south of E. Butler Avenue and east of E. Sawmill Road on Assessor's Parcels 104-03-005B and 104-13-002B. The project site is positioned in Section 22, Township 21 North, and Range 07 East, of the Gila and Salt River Base

Meridian, City of Flagstaff, Coconino County, Arizona. The site addresses are 825 E. Butler Avenue and 829 E. Butler Avenue.

PROJECT DESCRIPTION

The site is currently zoned Heavy Industrial (HI) and Light Industrial (LI). McGrath has hired SWI to help facilitate the zoning map amendment (rezone) of the property as well as compile and submit the site plan package. The rezone application is specifically for APN's 104-03-005B (±7.20 acres) and 104-13-002B (±7.31 acres). The two parcels are adjacent to each other with a north-south property line bisecting the two parcels. The east parcel (APN 104-13-002B) is currently zoned Light Industrial (LI) and the west parcel (APN 104-03-005B) is currently zoned Heavy Industrial (HI). These two parcels will be combined into one and split according to the proposed Site Plan with an east-west property line bisecting the two parcels. Once the parcels are split, McGrath will apply for the rezoning of the two parcels. The north parcel will be zoned Highway Commercial (HC) and the south parcel will be zoned High Density Residential (HR) upon the completion of the rezone. The rezone will allow for the retail and multi-family residential land uses on this property.

NEIGHBORHOOD MEETING

As part of the rezone, a "Citizen Participation Plan" is required in accordance with the Zoning Code. The main component of the plan is to hold a Neighborhood Meeting to introduce the project to surrounding property owners. The first meeting was held on Tuesday, April 24, 2018 with an open house at 6:00 pm and a presentation at 6:30 pm at the Murdoch Community Center, located at 203 E. Brannen Avenue, Flagstaff, AZ, 86001.

Notification letters were sent to all property owners, property owners' associations (POA) and homeowner's associations (HOA) within a 1,000-foot radius. Letters were also sent to the City's "Registry of Persons and Groups" as provided by the City. The letters were mailed on April 9, 2018. A copy of the notification letter and an exhibit of people invited to the meeting are included in Appendix A. In addition to the notification letter, a sign with the Neighborhood Meeting information was posted at the property on Thursday, April 12, 2018. The sign was posted at the entrance to the property on E. Butler Avenue and another sign was placed at the entrance to the property along E. Sawmill Road. An image of the posted notification sign is included in Appendix B. The notification letter was posted on the City of Flagstaff Website, and a brief article was published in the Arizona Daily Sun on April 23 and April 24, 2018.

McGrath led the meeting with support provided by Meeks & Partners and SWI. Poster boards with the Building Elevations, Architectural Site Plan, and Concept Plan were posted throughout the meeting room. The meeting began at 6:00 pm with an open house followed by a presentation at 6:30 pm. An outline of the brief presentation is below:

Introduction

- Mark Lindley, McGrath Senior Vice President introduced the project and why the project location was chosen.
    - The site is a great place for redevelopment and a great place to tie into existing retail/housing.
- Mark provided an introduction to the design team.
    - Developer: Mark Lindley, Barrett Kirk, and Jack Horton with McGrath Real Estate Partners
    - Civil Design: Guillermo Cortes and Stephen Irwin with Shephard-Wesnitzer, Inc
    - Architectural Design: Keith Malone with Meeks + Partners
    - Landscape Design: Aaron Hayne with Norris Design
        - Aaron was not able to be present for the panel discussion.

Civil Design

- Guillermo explained how this project is a great continuance of the Aspen Place at The Sawmill retail and housing.
- Guillermo used the Concept Plan poster to assist his presentation. He pointed out the two access points on E. Sawmill Road and the singular access from E. Butler Avenue. He mentioned there is a bus stop nearby on Butler.
- Guillermo stressed the project is not directed toward students but to families. There is ease of access for professionals within the community as well as students.
- Guillermo explained the FUTS access extension beginning at E. Sawmill Road and following the southern-most proposed improvements. This FUTS trail will be continued past this project site with a future City project.

Architectural Design

- Keith explained there are three key points to the architectural design for the proposed development.
    - 1: Vehicular and Pedestrian Connectivity
        - The site will provide connectivity to the existing retail and residential community.
        - Also, the site will provide connection to the FUTS trail system.
    - 2: Control Mass of Building
        - The residential buildings have been broken in two to match the scale across the street at the Aspen Place at The Sawmill.
    - 3: Materials
        - The materials will match and blend nicely with the Flagstaff community materials used in recent developments, including the Sawmill development.

Open to questions

- Three scribes were used to record questions of citizens attending the meeting. Appendix C includes a summary of the questions asked by citizens during the meeting, as well as comments mailed by citizens who were unable to attend the

meeting. A copy of the sign-in sheets for the neighborhood meeting are included in Appendix C.

The second meeting was held on Monday, July 30, 2018 with an open house at 6:00 pm and a presentation at 6:30 pm at the Murdoch Community Center, located at 203 E. Brannen Avenue, Flagstaff, AZ, 86001.

Notification letters were sent to all property owners, property owners' associations (POA) and homeowner's associations (HOA) within a 1,000-foot radius. Letters were also sent to the City's "Registry of Persons and Groups" as provided by the City. The letters were mailed on July 13, 2018. A copy of the notification letter and the project site plan provided to the neighbors are included in Appendix A. In addition to the notification letter, the signs with the Neighborhood Meeting information which were posted at the property were updated on Monday, July 16, 2018. The sign was posted at the entrance to the property on E. Butler Avenue and another sign was placed at the entrance to the property along E. Sawmill Road. An image of the posted notification sign is included in Appendix B. The meeting notification was posted on the City of Flagstaff Regional Planning Facebook page, and a brief article was published in the Arizona Daily Sun on July 27 and July 29, 2018.

McGrath Real Estate Partners led the meeting with support provided by Meeks & Partners, SWI, Norris Design, Accelerated Development, and Goodwill Industries. Poster boards with the Building Elevations, Site Plan, Landscape Plan, and Goodwill information were posted throughout the meeting room. The open house began at 6:00 pm followed by the presentation at 6:30 pm. An outline of the presentation is provided below:

<u>Introduction</u>

- Mark Lindley, McGrath Real Estate Partners Senior Vice President introduced the design team.
    - Civil Design – Guillermo Cortes, Shephard-Wesnitzer, Inc.
    - Architectural Design (Residential) – Ryan Meeks, Meeks + Partners
    - Architectural Design (Commercial) – Jake Palmer, Accelerated Development
    - Landscape Design – Kraig Weber, Norris Design
    - Retailer – Jeff Lee & Courtney Nelson, Goodwill Industries
- Mark provided a brief overview of the project.
    - There was a big change to the retail component of the project since the first meeting. The grocer was not ready to move to Flagstaff. For the north lot, there will be 2 retail pads. Goodwill is interested in using the larger retail pad.
    - There is a parking deck on the east side of the project which will only be 2 levels.
    - The Main Street in between the two residential buildings will be able to be closed off with temporary bollards to allow for the space to be used as a community event plaza.

- A local art mural will be constructed at the end of Main Street against the parking deck.
- A right-turn lane has been added for the full-access driveway on Butler.

Civil Design

- Guillermo Cortes provided a brief overview of the civil design elements as well as some items that have changed since the last neighborhood meeting.
  - The project consists of 2 parcels with approximately 14.5 acres. The parcels are currently zoned light and heavy industrial. The 2 existing parcels will be combined, rezoned, and split according to the proposed site plan. There are 3 access points for the project - one on Butler and two on Sawmill.
  - Based on the parking spaces provided throughout the residential component with the parking deck, McGrath is able to provide about 24% more parking spaces. The City only allows an excess of 5% when there is only surface parking. With the addition of a parking structure, they are not limited by the City on the number of parking spaces they can provide for their residents and visitors.
  - Even though this project is not part of the City of Flagstaff Resource Protection Overlay, they will work to preserve the existing trees along the east side of the property.
  - The Traffic Impact Analysis (TIA) is currently under review by the City. We have added the right turn lane based on the analysis provided in the TIA. We are looking at other mitigation areas noted by the TIA.

Residential Architectural Design

- Ryan Meeks provided an explanation of the items that have been updated and enhanced since the last neighborhood meeting. Meeks has worked on multiple market rate and student housing projects with the McGrath team.
  - Pedestrian connectivity remains highly important to the success of this development and the continued success of The Sawmill at Aspen Place.
  - The Main Street will provide creative public civic space for the Flagstaff community.
  - Roof lines and materials have been revised in order to help break up the massing even further. The first step was splitting the residential building into two buildings during the start of the site plan process. The 6:12 roof pitch will be used to keep a clean ridgeline which will complement the gables and conceal the rooftop AC condensers. Stone, wood-detailing, and a cedar shake look will improve the visual elements of the residential buildings. The mixing of materials helps create natural, visible breaks in the buildings.
  - The walkway bridge between the residential buildings creates a nice entry point and helps frame the Main Street entrance.

Landscape Design

- Kraig Weber gave a brief explanation of the preliminary landscape design.

- They will be creating a restored environment on the south side of the property, including the FUTS connection. They will use drought-tolerant plants throughout the site.
- Pedestrian connections throughout the site and the neighborhood are of utmost importance.
- They will work with the existing neighborhood to create a sense of place.

Commercial Architectural Design

- Jake Palmer gave a quick explanation of the changes to the retail component of the project.
  - Accelerated Development currently has approximately 2.24 acres in escrow.
  - There will be two retail pads with one anchor retailer and smaller retail shops on the second pad.
  - The shops will be quick service, casual establishments. The drive-thru will be low intensity in order not to draw a large drive-thru line. There are no commitments to the shops at this time.
  - The retail buildings will be designed to incorporate contemporary, sawmill features like corrugated metal and a mountain lodge-look.
  - There will be flying canopies on the retail buildings to draw in the pedestrians within the development and those coming from Butler and Sawmill.
- Jeff Lee, director of real estate, and Courtney Nelson, part of the marketing team, from Goodwill explained their reason for seeking out this opportunity.
  - Goodwill has a clearance store on the west side by Galaxy Diner and a full-service store on the east side by the Flagstaff Mall. With this potential location on Butler, they would be able to provide a great shopping experience and another donation drop-off area to better serve the mission of the community and keep items out of the landfill. Adding another Goodwill store will help to make less of an impact on the environment as well as provide multiple jobs for the community.
  - Goodwill is no longer interested in this development opportunity.

Conclusion

- Mark said the design team has done well at blending this project with the existing community. Thank you all for coming tonight.

Open to questions

- Four scribes were used to record questions of citizens attending the meeting. Appendix C includes a summary of the questions asked by citizens during the meeting. A copy of the sign-in sheets for the neighborhood meeting are included in Appendix C.

A third meeting will be held on Thursday, May 16, 2019 with an open house at 6:00 pm and a presentation at 6:30 pm at The Flagstaff Aquaplex, located at 1702 N. Fourth Street, Flagstaff, AZ, 86004.

Notification letters were sent to all property owners, property owners' associations (POA) and homeowner's associations (HOA) within a 1,000-foot radius. Letters were also sent to the City's "Registry of Persons and Groups" as provided by the City. The letters were mailed on May 3, 2019. A copy of the notification letter and the project site plan provided to the neighbors are included in Appendix A. In addition to the notification letter, the signs with the Neighborhood Meeting information will be posted at the property on Tuesday, May 7, 2019. A sign will be posted at the entrance to the property on E. Butler Avenue and another sign will be placed at the entrance to the property along E. Sawmill Road. An image of the notification sign to be posted is included in Appendix B.

We have received only one response to the neighborhood meeting outreach letter sent early May. See appendix C for the correspondence. The neighbor's concerns will be addressed after further discussion.

APPENDIX A

ASSET PLUS COMPANIES

INVESTMENT • MANAGEMENT • DEVELOPMENT

April 9, 2018

Dear Neighbor,

Asset Plus Realty Corporation (Asset Plus) would like to invite the surrounding neighbors of the Wendt Business Park property to a Neighborhood Meeting to introduce the zoning map amendment (rezone) of two parcels within the City of Flagstaff (City) near Aspen Place at The Sawmill. The two parcels are adjacent to each other and are located east of E. Sawmill Road and south of E. Butler Avenue at 825 E. Butler Avenue and 829 E. Butler Avenue. The meeting and presentation will be held on **Tuesday, April 24th, 2018 at 6 pm** at the **Murdoch Community Center**, 203 E. Brannen Avenue, Flagstaff, AZ to discuss the rezoning of the properties.

The rezone application is specifically for APN's 104-03-005B (±7.20 acres) and 104-13-002B (±7.31 acres). The two parcels are adjacent to each other with a north-south property line bisecting the two parcels. The east parcel (APN 104-13-002B) is currently zoned Light Industrial (LI) and the west parcel (APN 104-03-005B) is currently zoned Heavy Industrial (HI). These two parcels will be combined into one and split according to the proposed Site Plan with an east-west property line bisecting the two parcels. Once the parcels are split, APRC will apply for the rezoning of the two parcels. The north parcel will be zoned Highway Commercial (HC) and the south parcel will be zoned High Density Residential (HR) upon the completion of the zoning map amendment (rezone). The rezone will allow for the retail and multi-family residential land uses on this property.

The plan sheets submitted in association with the Concept Plan and attached herein reflect the limits of the overall project. The project consists of the construction of a retail building, two 5-storymulti-family residential buildings with 231 units and associated amenities, parking facilities, and associated water, sewer, and stormwater infrastructure near an existing Regional Urban Activity Center. More specifically, there are approximately 710 parking spaces required for the overall development with approximately 828 spaces provided including a minor parking structure. The proposed residential density is nearly 19 units per acre which is in compliance with the minimum residential density of 13 units per acre for a Regional Urban Activity Center. Additionally, access to the site will be provided by a proposed driveway on E. Butler Avenue and two proposed driveways on E. Sawmill Road.

Project material will be available for review starting at 6:00 pm with a presentation at 6:30 pm followed by a question and answer session. This will allow any neighborhood concerns to be identified and addressed prior to the project's public hearing before the City Planning and Zoning Commission. Concerns raised will be reported to the City Planning.

We hope to see you there. If you are unable to attend please provide comments in the space below and mail to:

Mr. Barrett Kirk
Asset Plus Realty Corporation
950 Corbindale Road, Ste. #300
Houston, TX 77024
(713) 782-5800
bkirk@assetpluscorp.com

ASSET PLUS COMPANIES

INVESTMENT • MANAGEMENT • DEVELOPMENT

COMMENTS REGARDING THIS DEVELOPMENT

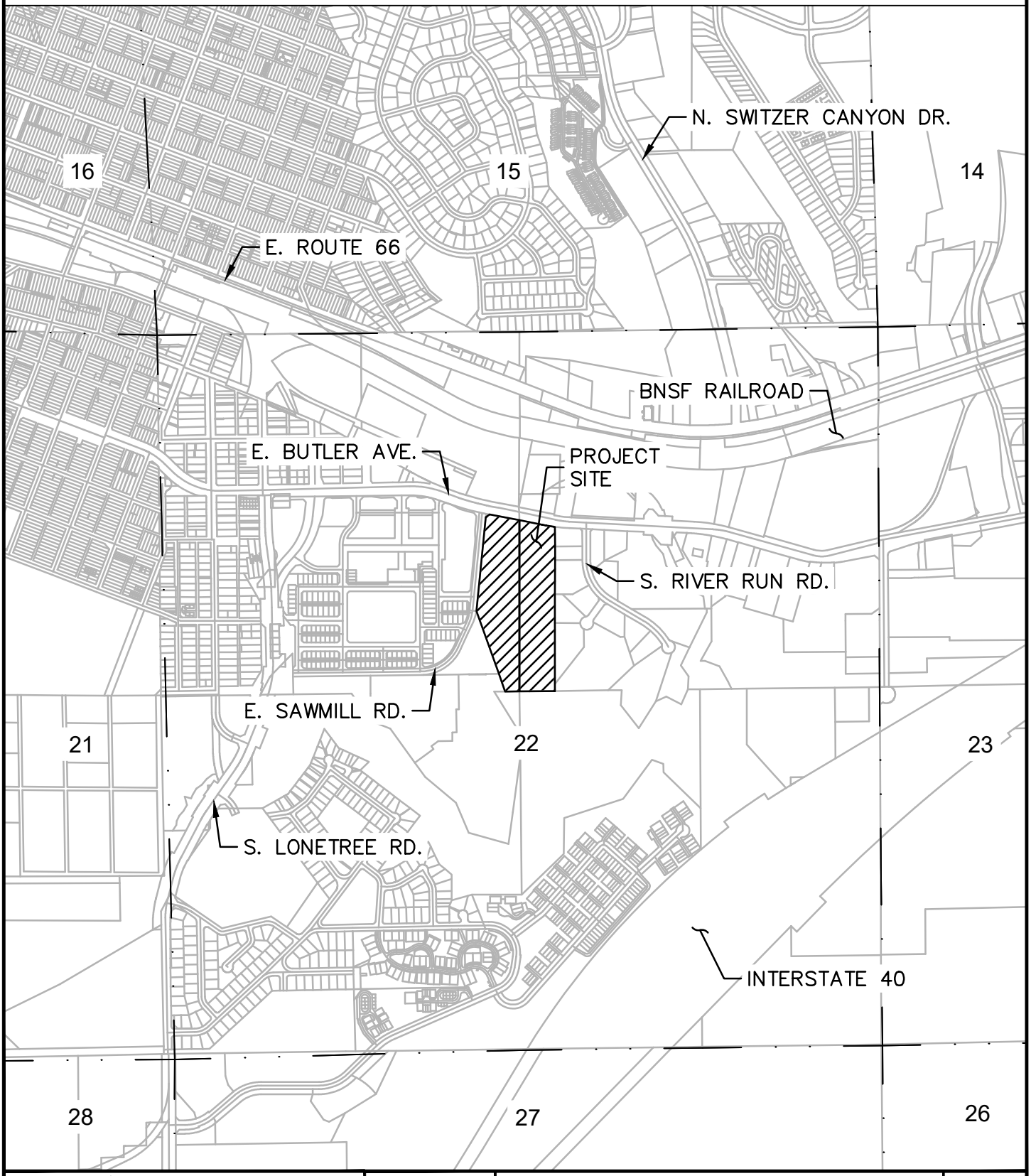
950 Corbindale | Suite 300 | Houston, Texas 77024
P 713 782 5800 | F 713 268 5111
www.assetpluscorp.com

PLOTTED: Jul 02, 2018–11:16am

FILE: P:\2017\17113\DRAWINGS\CITIZEN PARTICIPATION PLAN\17113 – CITIZEN PARTICIPATION PLAN MAPS.DWG KBAYER

NORTH

LOCATED IN SECTION 22, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



Shephard Wesnitzer, Inc.

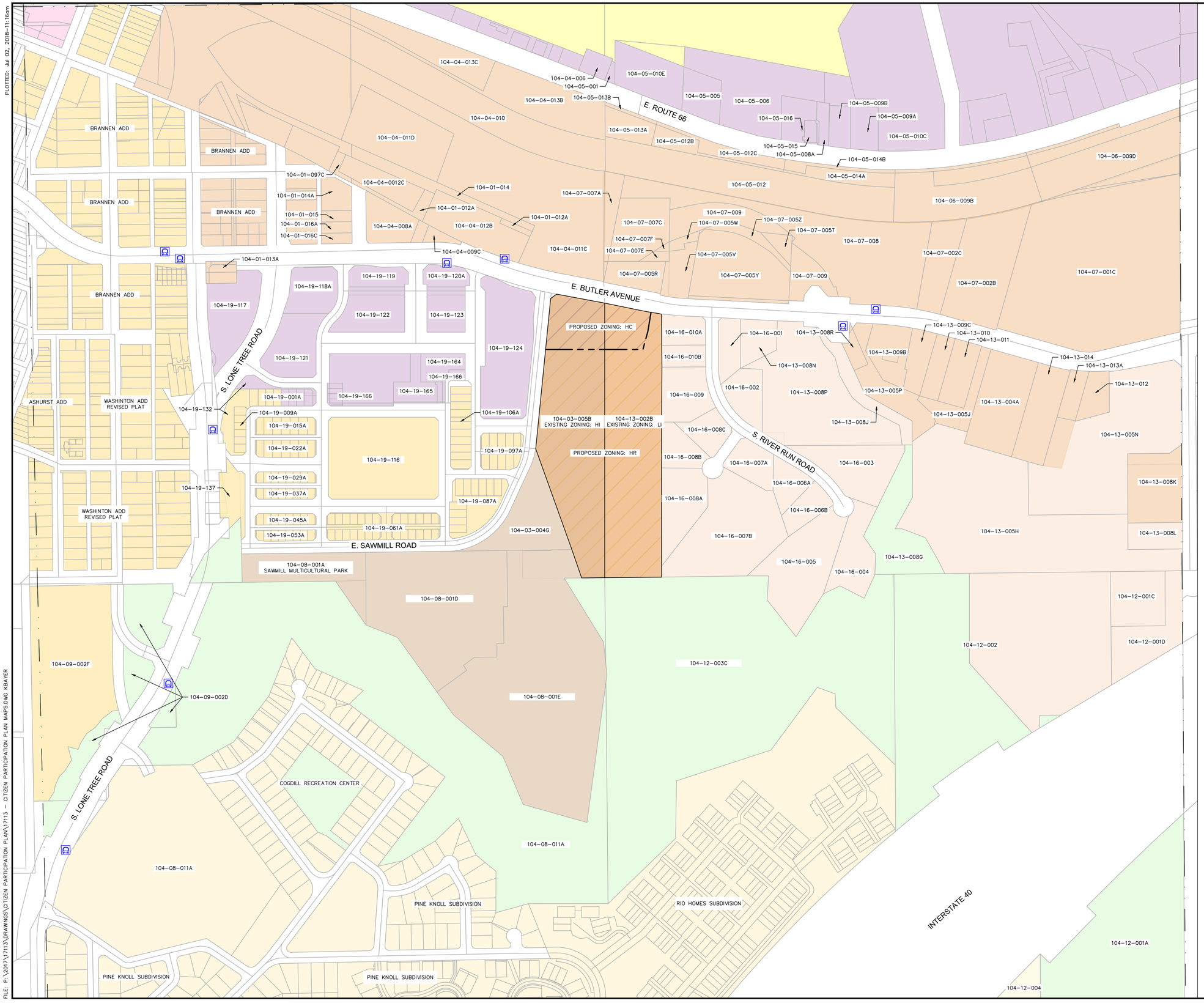
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	17113
DATE	JUL 18
SCALE	1"=1000'
DRAWN	KMB
DESIGN	KMB
CHECKED	SCI

McGRATH MULTI–FAMILY HOUSING & RETAIL — FLAGSTAFF ARIZONA

VICINITY MAP

SHEET 1 OF 4



LEGEND

PROPOSED REZONE PROPERTY
EXISTING PROPERTY LINE
PROPOSED PROPERTY LINE

ZONING/LAND USE LEGEND

HI	HEAVY INDUSTRIAL/INDUSTRIAL
LI	LIGHT INDUSTRIAL/INDUSTRIAL
LI-O	LIGHT INDUSTRIAL OPEN/INDUSTRIAL
PF	PUBLIC FACILITY/OPEN
HC	HIGHWAY COMMERCIAL/COMMERCIAL
CC	COMMUNITY COMMERCIAL/COMMERCIAL
R1	SINGLE FAMILY RESIDENTIAL/RESIDENTIAL
MR	MEDIUM DENSITY RESIDENTIAL/RESIDENTIAL
HR	HIGH DENSITY RESIDENTIAL/RESIDENTIAL
ER	ESTATE RESIDENTIAL/RESIDENTIAL
	EXISTING BUS STOP
HC	PROPOSED HIGHWAY COMMERCIAL
HR	PROPOSED HIGH DENSITY RESIDENTIAL

NOTES:

1. PUBLIC TRANSPORTATION SYSTEMS ARE LIMITED TO E. BUTLER AVENUE AND S. LONE TREE ROAD.

SCALE 1" : 200'
0 100 200

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FLAGSTAFF ARIZONA

McGRATH MULTI-FAMILY HOUSING & RETAIL

ZONING & TRANSPORTATION MAP

JOB NO: 17113
DATE: JUL 18
SCALE: AS SHOWN
DRAWN: KMB
DESIGN: KMB
CHECKED: SCI

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 begin excavation.
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

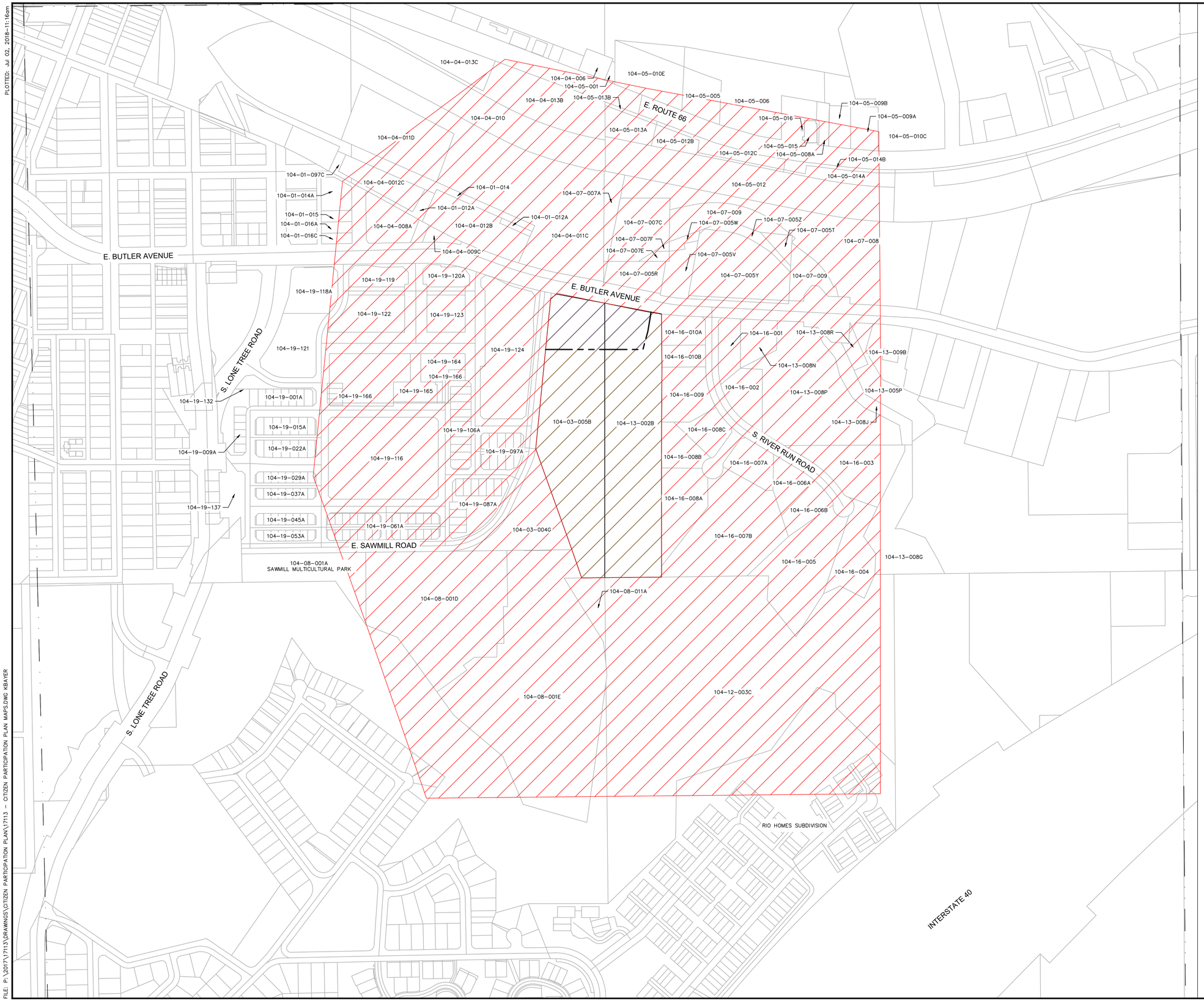
DRAWING NO. ZTM

SHT NO. 2 OF 4

PLOTTED: Jul 02, 2018-11:16am

FILE: P:\2017\17113\DRAWINGS\CITIZEN PARTICIPATION PLAN\17113 - CITIZEN PARTICIPATION PLAN MAPS.DWG KBAYER

PLOTTED: Jul 02, 2018–11:16am



LEGEND

- EXISTING PROPERTY LINE
- PROPERTY TO BE REZONED
- 400 FT BUFFER

NORTH

SCALE 1" : 200'
0 100 200

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FLAGSTAFF ARIZONA

McGRATH MULTI–FAMILY HOUSING & RETAIL

1000 FT BUFFER MAP

JOB NO:	17113
DATE:	JUL 18
SCALE:	AS SHOWN
DRAWN:	KMB
DESIGN:	KMB
CHECKED:	SCI

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)

DRAWING NO.
BUF

SHT NO. 3 OF 4

FILE: P:\2017\17113\DRAWINGS\CITIZEN PARTICIPATION PLAN\17113 – CITIZEN PARTICIPATION PLAN MAPS.DWG KBAYER

1000 FT BUFFER MAILING LIST

APN	OWNER NAME	PARCEL ADDRESS	PARCEL CITY	PARCEL STATE	PARCEL ZIPCODE	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIPCODE
10401015	HIGH DESERT INVESTMENT COMPANY	211 S GABEL ST	FLAGSTAFF	AZ	86001	PO BOX 980	GILBERT	AZ	85299
10404010	BNSF RAILWAY COMPANY					PO BOX 961089	FORT WORTH	TX	76161-0089
10404014	BURLINGTON NORTHERN/SANTA FE RAILWAY CO					PO BOX 961089	FT WORTH	TX	76161
10405001	KAVANAGH JB FAMILY TRUST					310 S BEAVER ST	FLAGSTAFF	AZ	86001
10405005	WHISPERING WINDS MOTEL LLC	922 E ROUTE 66	FLAGSTAFF	AZ	86001	922 E ROUTE 66	FLAGSTAFF	AZ	86001
10405006	DBADGUY LLC	1008 E ROUTE 66	FLAGSTAFF	AZ	86001	PO BOX 1961	FLAGSTAFF	AZ	86002
10405012	BNSF RAILWAY COMPANY					PO BOX 961089	FORT WORTH	TX	76161-0089
10407008	LN REAL ESTATE LLC	1200 E BUTLER AVE	FLAGSTAFF	AZ	86001	PO BOX 460069	HOUSTON	TX	77056
10407009	FLAGSTAFF CITY OF					211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10416001	DD&F LLC	200 S RIVER RUN RD	FLAGSTAFF	AZ	86001	PO BOX 1536	PAGE	AZ	86040
10416002	DD&F LLC					PO BOX 1536	PAGE	AZ	86040
10416003	PJM LLC	450 S RIVER RUN RD	FLAGSTAFF	AZ	86001	450 RIVER RUN RD	FLAGSTAFF	AZ	86001
10416004	JAMB INVESTMENT GROUP LLC	500 S RIVER RUN RD	FLAGSTAFF	AZ	86001	PO BOX 3355	FLAGSTAFF	AZ	86003
10416005	FLAG HOLDINGS LLC	495 S RIVER RUN RD	FLAGSTAFF	AZ	86001	495 S RIVER RUN RD NO 100	FLAGSTAFF	AZ	86001
10416009	BABBITT JIM & HELENE REVOCABLE TRUST DTD 10-22-12	275 S RIVER RUN RD	FLAGSTAFF	AZ	86001	211 E ELM AVE	FLAGSTAFF	AZ	86001
10419116	CAMPUS CREST AT FLAGSTAFF LLC	550 S WINDSOR LN	FLAGSTAFF	AZ	86001	PO BOX 92129	SOUTHLAKE	TX	76092
10419119	FLAGSTAFF ASPEN PLACE LLC	301 S REGENT ST	FLAGSTAFF	AZ	86001	1 E WASHINGTON NO 300	PHOENIX	AZ	85004
10419121	FLAGSTAFF ASPEN PLACE LLC	323 S WINDSOR LN	FLAGSTAFF	AZ	86001	1 E WASHINGTON NO 300	PHOENIX	AZ	85004
10419122	FLAGSTAFF ASPEN PLACE LLC	319 S REGENT ST	FLAGSTAFF	AZ	86001	1 E WASHINGTON NO 300	PHOENIX	AZ	85004
10419123	FLAGSTAFF ASPEN PLACE LLC	320 S REGENT ST	FLAGSTAFF	AZ	86001	1 E WASHINGTON NO 300	PHOENIX	AZ	85004
10419124	BROADWAY TENTH/FLAGSTAFF LLC	320 S CAMBRIDGE LN	FLAGSTAFF	AZ	86001	1370 BROADWAY, 2ND FLOOR	NEW YORK	NY	10018
10419132	CAMPUS CREST AT FLAGSTAFF II LLC	520 S LONE TREE RD	FLAGSTAFF	AZ	86001	P.O. BOX 92129	SOUTHLAKE	TX	76092
10419137	CAMPUS CREST AT FLAGSTAFF II LLC					P.O. BOX 92129	SOUTHLAKE	TX	76092
10419164	FLAGSTAFF ASPEN PLACE LLC	601 E PICCADILLY DR	FLAGSTAFF	AZ	86001	1 E WASHINGTON NO 300	PHOENIX	AZ	85004
10419165	VILLAGE AT ASPEN PLACE LLC	601 E PICCADILLY DR	FLAGSTAFF	AZ	86001	4900 MAIN ST STE 300	KANSAS CITY	MO	64112
10419166	ASPEN PLACE CONDOMINIUM ASSOC INC					2525 E CAMELBACK RD NO 880	PHOENIX	AZ	85016
10401014A	HIGH DESERT INVESTMENT COMPANY	205 S GABEL ST	FLAGSTAFF	AZ	86001	PO BOX 980	GILBERT	AZ	85299
10401016A	HIGH DESERT INVESTMENT COMPANY	217 S GABEL ST	FLAGSTAFF	AZ	86001	PO BOX 980	GILBERT	AZ	85299
10401016C	TANTIYATYANON PREEDA & MADELEINE E JT	522 E BUTLER AVE	FLAGSTAFF	AZ	86001	5655 E FOREST DR	FLAGSTAFF	AZ	86004
10403004G	COCONINO COUNTY	1001 E SAWMILL RD	FLAGSTAFF	AZ	86001	219 E CHERRY AVE	FLAGSTAFF	AZ	86001
10403005B	WENDT BUSINESS PARK LLC	829 E BUTLER AVE	FLAGSTAFF	AZ	86001	7936 W REDBIRD RD	PEORIA	AZ	85383
10404008A	PURCELL MICHAEL D	602 E BUTLER AVE	FLAGSTAFF	AZ	86001	PO BOX 22215	FLAGSTAFF	AZ	86002
10404009C	ARIZONA POWER & LAWN LLC	620 E BUTLER AVE	FLAGSTAFF	AZ	86001	620 E BUTLER AVE	FLAGSTAFF	AZ	86001
10404011C	ATCHISON TOPEKA & SANTA FE RY CO NKA ; BURLINGTON NORTHERN & SANTA FE RY CO	840 E BUTLER AVE	FLAGSTAFF	AZ	86001	PO BOX 961089	FORT WORTH	TX	76161
10404011D	ARIZONA MATERIALS PROPERTIES LLC	633 E BRANNEN AVE	FLAGSTAFF	AZ	86001	633 E BRANNEN AVE	FLAGSTAFF	AZ	86001
10404012A	BURLINGTON NORTHERN & SANTA FE RY CO					PO BOX 961089	FT WORTH	TX	76161
10404012B	WIN OIL CO INC	700 E BUTLER AVE	FLAGSTAFF	AZ	86001	989 S MAIN ST NO 616	COTTONWOOD	AZ	86326
10404012C	R66R COMMERCIAL PROPERTIES LLC	524 E BRANNEN AVE	FLAGSTAFF	AZ	86001	PO BOX 65	FLAGSTAFF	AZ	86002
10404013B	ATCHISON TOPEKA & SANTA FE RY CO NKA ; BURLINGTON NORTHERN & SANTA FE RY CO	426 E ROUTE 66	FLAGSTAFF	AZ	86001	PO BOX 961089	FORT WORTH	TX	76161
10404013C	FLAGSTAFF CITY OF					211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10405010E	DREAM FORTY LLC	914 E ROUTE 66	FLAGSTAFF	AZ	86001	914 E ROUTE 66	FLAGSTAFF	AZ	86001
10405012B	BNSF RAILWAY COMPANY					PO BOX 961089	FORT WORTH	TX	76161-0089
10405012C	FLAGSTAFF CITY OF					211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10405013A	ATCHISON TOPEKA & SANTA FE RY CO NKA ; BURLINGTON NORTHERN & SANTA FE RY CO					PO BOX 961089	FORT WORTH	TX	76161
APN	**OWNER NAME**	**PARCEL ADDRESS**	**PARCEL CITY**	**PARCEL STATE**	**PARCEL ZIPCODE**	**OWNER ADDRESS**	**OWNER CITY**	**OWNER STATE**	**OWNER ZIPCODE**
10405013B	FLAGSTAFF CITY OF					211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10405014A	ATCHISON TOPEKA & SANTA FE RY CO NKA ; BURLINGTON NORTHERN & SANTA FE RY CO	1205 E ROUTE 66	FLAGSTAFF	AZ	86001	PO BOX 961089	FORT WORTH	TX	76161
10405014B	FLAGSTAFF CITY OF					211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10407005R	TYRRELL GALE G MARITAL TRUST DTD 5-15-08	880 E BUTLER AVE	FLAGSTAFF	AZ	86001	603 N BEAVER ST	FLAGSTAFF	AZ	86001
10407005T	FLAGSTAFF CITY OF					211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10407005V	TYRRELL GALE G MARITAL TRUST DTD 5-15-08	900 E BUTLER AVE	FLAGSTAFF	AZ	86001	603 N BEAVER ST	FLAGSTAFF	AZ	86001
10407005W	FLAGSTAFF CITY OF					211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10407005Y	CICO II LLC	1000 E BUTLER AVE	FLAGSTAFF	AZ	86001	700 N APOLLO WAY	FLAGSTAFF	AZ	86001
10407005Z	FLAGSTAFF CITY OF	1000 E BUTLER AVE	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10407007A	ATCHISON TOPEKA & SANTA FE RY CO NKA ; BURLINGTON NORTHERN & SANTA FE RY CO					PO BOX 961089	FORT WORTH	TX	76161
10407007C	FLAGSTAFF CITY OF	860 E BUTLER AVE	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10407007E	TYRRELL GALE G MARITAL TRUST DTD 5-15-08					603 N BEAVER ST	FLAGSTAFF	AZ	86001
10407007F	FLAGSTAFF CITY OF					211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10408001A	COCONINO COUNTY	703 E SAWMILL RD	FLAGSTAFF	AZ	86001	219 E CHERRY AVE	FLAGSTAFF	AZ	86001
10408001D	COCONINO COUNTY	911 E SAWMILL RD	FLAGSTAFF	AZ	86001	219 E CHERRY AVE	FLAGSTAFF	AZ	86001
10408001E	COCONINO COUNTY JAIL DISTRICT	951 E SAWMILL RD	FLAGSTAFF	AZ	86001	219 E CHERRY AVE	FLAGSTAFF	AZ	86001
10408001F	COCONINO COUNTY					219 E CHERRY AVE	FLAGSTAFF	AZ	86001
10408011A	FLAGSTAFF CITY OF	30 S BRANNEN CIR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10412003C	FLAGSTAFF CITY OF					211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10413002B	WENDT BUSINESS PARK LLC	829 E BUTLER AVE	FLAGSTAFF	AZ	86001	7936 W REDBIRD RD	PEORIA	AZ	85383
10413005P	SHARBER RAYMA REVOCABLE TRUST DTD 4-10-14					PO BOX 1059	FLAGSTAFF	AZ	86002
10413005R	FLAGSTAFF CITY OF					211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10413008G	FLAGSTAFF CITY OF					211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10413008J	FLAGSTAFF CITY OF					211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10413008N	WHIFFLE TREE INC	1101 E BUTLER AVE	FLAGSTAFF	AZ	86001	1101 E BUTLER AVE	FLAGSTAFF	AZ	86004
10413008P	WHIFFLE TREE INC	1101 E BUTLER AVE	FLAGSTAFF	AZ	86001	1101 E BUTLER AVE	FLAGSTAFF	AZ	86004
10413009B	GASCO 2 LLC	1311 E BUTLER AVE	FLAGSTAFF	AZ	86001	850 HATTIE GREEN LOOP	FLAGSTAFF	AZ	86001
10416006A	GWG FLAGSTAFF LLC	431 S RIVER RUN RD	FLAGSTAFF	AZ	86001	431 S RIVER RUN RD	FLAGSTAFF	AZ	86001
10416006B	GUIDA JOSEPH W & SHEILA R JT	449 S RIVER RUN RD	FLAGSTAFF	AZ	86001	8770 SILVER SPUR RD	FLAGSTAFF	AZ	86004
10416007A	345 SOUTH RIVER RUN ROAD LLC	345 S RIVER RUN RD	FLAGSTAFF	AZ	86001	1500 W TOLCHACO TRL	FLAGSTAFF	AZ	86001
10416007B	CLAYJEN HOLDING CO LLC	1071 E OLD CANYON CT	FLAGSTAFF	AZ	86001	1071 E OLD CANYON CT NO 100	FLAGSTAFF	AZ	86001
10416008A	AVIDABOA LLC	1054 E OLD CANYON CT	FLAGSTAFF	AZ	86001	1054 E OLD CANYON CT	FLAGSTAFF	AZ	86001
10416008C	CARO MARK & VALERIE REVOCABLE TRUST DTD 3-26-14	323 S RIVER RUN RD	FLAGSTAFF	AZ	86001	6955 E OLD WALNUT CANYON RD	FLAGSTAFF	AZ	86004
10416010A	AIRGAS USA LLC	201 S RIVER RUN RD	FLAGSTAFF	AZ	86001	3737 WORSHAM AVE	LONG BEACH	CA	90808
10416010B	AIRGAS USA LLC	213 S RIVER RUN RD	FLAGSTAFF	AZ	86001	3737 WORSHAM AVE	LONG BEACH	CA	90808
10419001A	CAMPUS CREST AT FLAGSTAFF LLC	700 E KENSINGTON RD	FLAGSTAFF	AZ	86001	PO BOX 92129	SOUTHLAKE	TX	76092
10419009A	CAMPUS CREST AT FLAGSTAFF LLC	525 S BUCKINGHAM LN	FLAGSTAFF	AZ	86001	PO BOX 92129	SOUTHLAKE	TX	76092
10419015A	CAMPUS CREST AT FLAGSTAFF LLC	701 E KENSINGTON RD	FLAGSTAFF	AZ	86001	PO BOX 92129	SOUTHLAKE	TX	76092
10419022A	CAMPUS CREST AT FLAGSTAFF LLC	700 E FRANKLIN AVE	FLAGSTAFF	AZ	86001	PO BOX 92129	SOUTHLAKE	TX	76092
10419029A	CAMPUS CREST AT FLAGSTAFF LLC	701 E FRANKLIN AVE	FLAGSTAFF	AZ	86001	PO BOX 92129	SOUTHLAKE	TX	76092
10419037A	CAMPUS CREST AT FLAGSTAFF LLC	700 E JACKSON AVE	FLAGSTAFF	AZ	86001	PO BOX 92129	SOUTHLAKE	TX	76092
10419045A	CAMPUS CREST AT FLAGSTAFF LLC	701 E JACKSON AVE	FLAGSTAFF	AZ	86001	PO BOX 92129	SOUTHLAKE	TX	76092
10419053A	CAMPUS CREST AT FLAGSTAFF LLC	700 E SAWMILL RD	FLAGSTAFF	AZ	86001	PO BOX 92129	SOUTHLAKE	TX	76092
10419061A	CAMPUS CREST AT FLAGSTAFF LLC					PO BOX 92129	SOUTHLAKE	TX	76092
10419087A	CAMPUS CREST AT FLAGSTAFF LLC	1000 E SAWMILL RD	FLAGSTAFF	AZ	86001	PO BOX 92129	SOUTHLAKE	TX	76092
10419097A	CAMPUS CREST AT FLAGSTAFF LLC	961 E KENSINGTON DR	FLAGSTAFF	AZ	86001	PO BOX 92129	SOUTHLAKE	TX	76092
10419106A	CAMPUS CREST AT FLAGSTAFF LLC	520 S SEVILLE LN	FLAGSTAFF	AZ	86001	PO BOX 92129	SOUTHLAKE	TX	76092
10419118A	ALLIANCE BANK OF ARIZONA	501 E BUTLER AVE	FLAGSTAFF	AZ	86001	2700 W SAHARA AVE 5TH FLOOR	LAS VEGAS	NV	89102
10419120A	FLAGSTAFF COVENANT GROUP LLC	304 S REGENT ST	FLAGSTAFF	AZ	86001	2460 PASEO VERDE PKWY NO145	HENDERSON	NV	89074

HOA'S AND POA'S

OWNER/GROUP NAME	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIPCODE
AZNORTH DEVELOPMENT INC (RIO HOMES HOA)	2389 S CLIFFVIEW ST	FLAGSTAFF	AZ	86001
STERLING REAL ESTATE MANAGEMENT (RIO DE FLAG BUSINESS PARK POA)	323 S RIVER RUN RD, #1	FLAGSTAFF	AZ	86001

REGISTRY OF PERSONS AND GROUPS

OWNER/GROUP NAME	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIPCODE
FRIENDS OF FLAGSTAFF'S FUTURE	P.O. BOX 23462	FLAGSTAFF	AZ	86002
NORTHERN ARIZONA BUILDING ASSOCIATION	1500 E CEDAR AVE	FLAGSTAFF	AZ	86004
NORTHERN ARIZONA ASSOCIATION OF REALTORS (ATTN: JEFFREY HERD)	1515 E CEDAR AVE, STE. C-4	FLAGSTAFF	AZ	86004
TISH BOGAN-OZMUN	5271 MOUNT PLEASANT DR	FLAGSTAFF	AZ	86004
MARILYN WEISSMAN	1055 E APPLE WAY	FLAGSTAFF	AZ	86001
COAST AND MOUNTAIN PROPERTIES (ATTN: MAURY HERMAN)	3 N LEROUX ST	FLAGSTAFF	AZ	86001
NAT WHITE	1120 N ROCKRIDGE RD	FLAGSTAFF	AZ	86001
CHARLIE SILVER	720 W ASPEN AVE	FLAGSTAFF	AZ	86001
BETSY MCKELLAR	330 S ASH LANE	FLAGSTAFF	AZ	86004
DAVID CARPENTER	1715 TRADE WINDS CT	FLAGSTAFF	AZ	86005
ARIZONA ARMY NATIONAL GUARD, AZAA-FMO (ATTN: DORENDA COLEMAN)	5636 E MCDOWELL RD, M5330	PHOENIX	AZ	85008

PLOTTED: JUL 02, 2018–11:16am

FILE: P:\2017\17113\DRAWINGS\CITIZEN PARTICIPATION PLAN\17113 – CITIZEN PARTICIPATION PLAN MAPS.DWG KBAYER

FLAGSTAFF ARIZONA

McGRATH MULTI–FAMILY HOUSING & RETAIL

1000 FT BUFFER MAILING LIST

JOB NO: 17113
DATE: JUL 18
SCALE: AS SHOWN
DRAWN: KMB
DESIGN: KMB
CHECKED: SCI

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

Shephard Wesnitzer, Inc.

REVISIONS

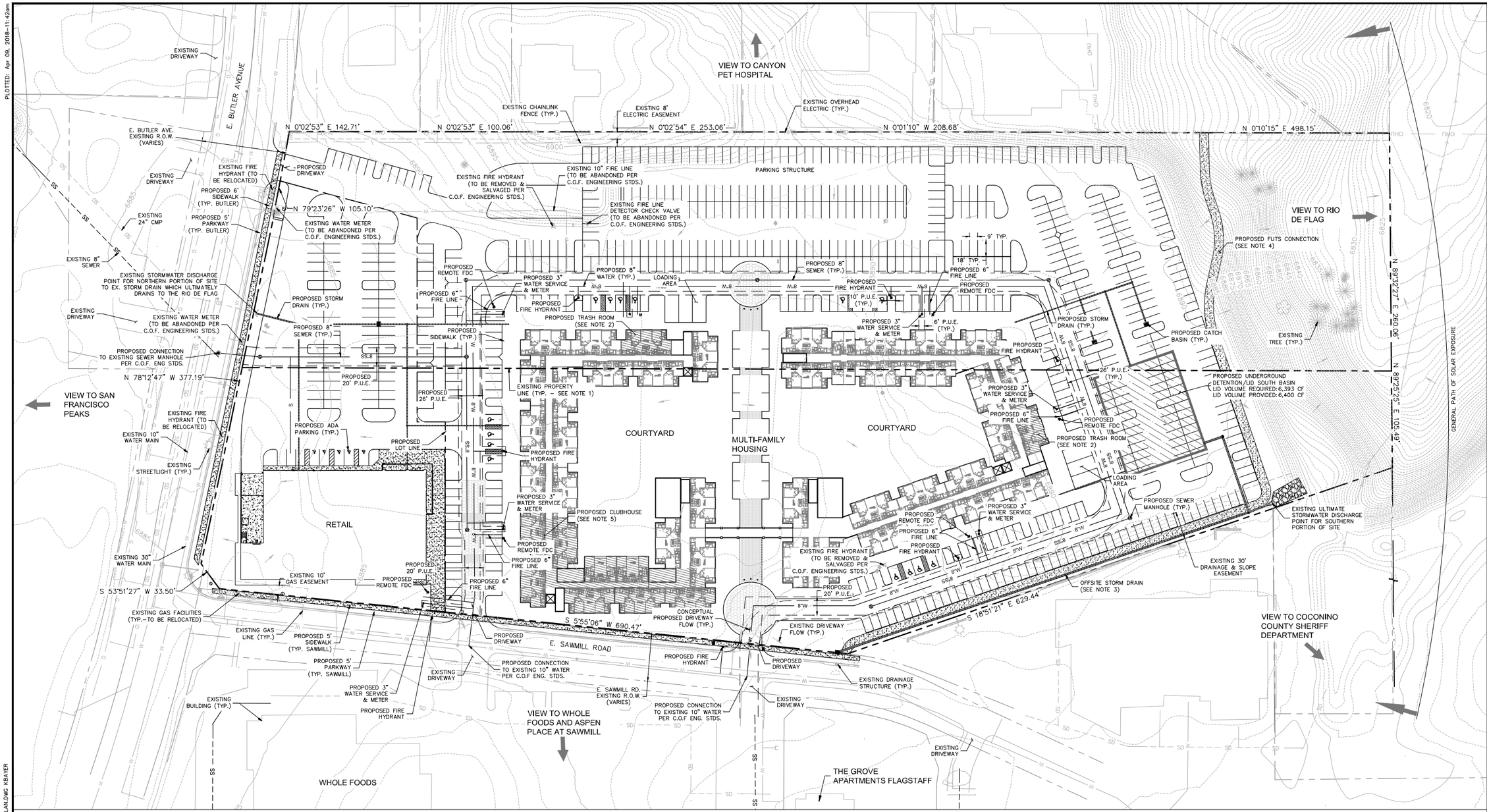
NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you dig, it's the law and it's free.
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
LIS

SHT NO. 4 OF 4

PLOTTED: Apr 09, 2018–11:42am



MULTI–FAMILY HOUSING PROJECT DATA:

GROSS PARCEL AREA: 539,672 SF

TOTAL SQUARE FOOTAGE (MULTI–FAMILY HOUSING): 393,925 SF

GROSS AREA (MULTI–FAMILY HOUSING): 368,000 SF
GROSS AREA (INCLUDING AMENITIES): 394,000 SF

NET AREA (MULTI–FAMILY HOUSING): 304,000 SF
NET AREA (INCLUDING AMENITIES): 320,000 SF

TOTAL NUMBER OF STORIES: 5

TOTAL UNITS 231

RETAIL PROJECT DATA:

GROSS PARCEL AREA: 92,383 SF

BUILDING AREA: 22,245 SF
STORAGE AREA: 3,458 SF
TOTAL: 18,787 SF

PARKING
REQUIRED PARKING RATIO 1 SPACE PER 250 SF
18,787 SF/250 SF = 75 SPACES

INDIVIDUAL PARKING STANDARD ACCESSIBLE PER ADA	REQUIRED	PROVIDED
	4	5
TOTAL PARKING	75	77

PARKING
TOTAL PARKING REQUIRED = 604 MIN
= 635 MAX (5% OVERPARKED)

TOTAL PARKING PROVIDED = 751 SPACES
431 SURFACE SPACES
320 STRUCTURED SPACES

TOTAL BIKE STORAGE PROVIDED = ~400 SPACES

CONCEPT PLAN IMPERVIOUS AREAS & LID ANALYSIS

						LID Required Depth (ft)	
						0.0833	
Basin ID	Existing Basin Area (sf)	Proposed Basin Area (sf)	Existing Basin Impervious Area for LID (sf)	Proposed Basin Impervious Area for LID (sf)	Area Difference (sf)	Required LID Volume (cf)	Provided LID Volume (cf)
North Basin	262,140	207,020	167,598	152,420	-15,178	-1,265	0
South Basin	369,915	425,035	148,552	225,267	76,715	6,393	6,400
TOTAL	632,055	632,055	316,150	377,687	61,537	5,128	6,400

Notes:

1) Gross required 1" LID volume is for impervious area including proposed streets, parking, sidewalks and buildings.

SITE ANALYSIS:

- EXISTING LAND USE IS LIGHT & HEAVY INDUSTRIAL. WENDT BUSINESS PARK WAREHOUSE IS LOCATED ON SITE.
- EXISTING TOPOGRAPHY AS SHOWN
- EXISTING VEGETATION AS SHOWN
- NOTICEABLE SITE VIEWS INCLUDE THE SAN FRANCISCO PEAKS (NORTH) AND THE RIO DE FLAG (SOUTH).
- THE PREVAILING WINDS ARE GENERALLY FROM THE SOUTHWEST. AT 7,000 FEET FLAGSTAFF EXPERIENCES SNOW AND LARGE TEMPERATURE SWINGS. AS A RESULT OF REOCCURRING FREEZE/THAW CYCLES, PEDESTRIAN WALKWAYS WILL AVOID THE NORTH SIDE OF BUILDINGS AS MUCH AS POSSIBLE.
- FLAGSTAFF SUBSURFACE CONDITIONS GENERALLY CONSIST OF ROCK AND/OR CLAY MATERIAL, IT IS EXPECTED THAT THIS SITE WILL BE THE SAME. ALL DESIGN WILL BE PER THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.
- SITE EXPERIENCES A GOOD AMOUNT OF SUN EXPOSURE. PRECIPITATION NATURALLY RUNS INTO THE RIO DE FLAG.
- SITE ACCESSIBLE AND VIEWABLE FROM E. BUTLER AVE AND E. SAWMILL RD.

NOTES:

1. A LOT COMBINATION WILL BE COMPLETED WITH FINAL DESIGN.
2. TRASH WILL BE COLLECTED AND COMPACTED INTERNALLY WITHIN A TRASH ROOM, AND TRASH–PICK UP WILL BE ACCOMMODATED ON–SITE IN AN AREA REMOTE FROM ADJACENT FRONTAGES ALONG BUTLER AND SAWMILL.
3. THE RUNOFF FROM THE SOUTH PORTION OF THE STUDENT HOUSING PARCEL WILL BE ROUTED THROUGH PRIVATE STORM DRAIN. THE PORTION OF THE RUNOFF FROM SAWMILL ROAD, WHICH ENTERS AN EXISTING CATCH BASIN THAT WILL BE REBUILT WITH THIS PROJECT, WILL BE CONVEYED THROUGH A PUBLIC STORM STORM DRAIN NEAR THE SOUTHWEST BOUNDARY OF THE SITE INSTEAD OF THE EXISTING DRAINAGE SWALE.
4. THE PROPOSED 10' FUTS TRAIL IS SHOWN CONCEPTUALLY. ASSET PLUS AND THE CITY SHALL COORDINATE GRADING AND TRAIL ALIGNMENT.
5. BIKE STORAGE WILL BE PROVIDED WITHIN THE CLUBHOUSE LAYOUT.

NORTH

SCALE 1" : 50'
0 25 50

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FLAGSTAFF ARIZONA

ASSET PLUS MULTI–FAMILY HOUSING & RETAIL

CONCEPT PLAN

JOB NO: 17113
DATE: APR 18
SCALE: AS SHOWN
DRAWN: EGT
DESIGN: KMB
CHECKED: SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

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)

DRAWING NO. CP01

SHT NO. 2 OF 2

FILE: P:\2017\17113\DRAWINGS\CITIZEN PARTICIPATION PLAN\17113–CONCEPT PLAN.DWG KBATER

MCGRATH
REAL ESTATE PARTNERS

July 13, 2018

Dear Neighbor,

McGrath Real Estate Partners (McGrath) would like to invite the surrounding neighbors of the Wendt Business Park property to the 2nd Neighborhood Meeting for the zoning map amendment (rezone) of two parcels within the City of Flagstaff (City) near Aspen Place at The Sawmill. The two parcels are adjacent to each other and are located east of E. Sawmill Road and south of E. Butler Avenue at 825 E. Butler Avenue and 829 E. Butler Avenue. The meeting and presentation will be held on **Monday, July 30th, 2018 at 6 pm** at the **Murdoch Community Center**, 203 E. Brannen Avenue, Flagstaff, AZ to discuss the rezoning of the properties.

The rezone application is specifically for APN's 104-03-005B (±7.20 acres) and 104-13-002B (±7.31 acres). The two parcels are adjacent to each other with a north-south property line bisecting the two parcels. The east parcel (APN 104-13-002B) is currently zoned Light Industrial (LI) and the west parcel (APN 104-03-005B) is currently zoned Heavy Industrial (HI). These two parcels will be combined into one and split according to the proposed Site Plan with an east-west property line bisecting the two parcels. Once the parcels are split, McGrath will apply for the rezoning of the two parcels. The north parcel will be zoned Highway Commercial (HC) and the south parcel will be zoned High Density Residential (HR) upon the completion of the zoning map amendment (rezone). The rezone will allow for the retail and multi-family residential land uses on this property.

The plan sheets submitted in association with the Site Plan and attached herein reflect the limits of the overall project. The project consists of the construction of two retail pads, two 5-story multi-family residential buildings with 233 units and associated amenities, parking facilities, and associated water, sewer, and stormwater infrastructure near an existing Regional Urban Activity Center. More specifically, there are approximately 701 parking spaces required for the overall development with approximately 831 spaces provided including a minor parking deck. The proposed residential density is nearly 19 units per acre which is in compliance with the minimum residential density of 13 units per acre for a Regional Urban Activity Center. Additionally, access to the site will be provided by a proposed driveway on E. Butler Avenue and two proposed driveways on E. Sawmill Road.

950 Corbindale Suite 300 ~ Houston, Texas 77024

Project material will be available for review starting at 6:00 pm with a presentation at 6:30 pm followed by a question and answer session. This will allow any neighborhood concerns to be identified and addressed prior to the project's public hearing before the City Planning and Zoning Commission. Concerns raised will be reported to the City.

We hope to see you there. If you are unable to attend please provide comments in the space below and mail to:

Mr. Barrett Kirk
McGrath Real Estate Partners
950 Corbindale Road, Ste. #300
Houston, TX 77024
(713) 782-5800
bkirk@mcgrathrep.com

COMMENTS REGARDING THIS DEVELOPMENT

PLOTTED: Jul 13, 2018 - 2:41pm

EXISTING DRIVEWAY
E. BUTLER AVE. EXISTING R.O.W. (VARIES)
EXISTING DRIVEWAY
PROPOSED DRIVEWAY
PROPOSED 6' SIDEWALK (TYP. BUTLER)
E. BUTLER AVENUE
EXISTING DRIVEWAY
PROPOSED 5'-15' PARKWAY (TYP. BUTLER)
SIDEWALK EASEMENT
RETAIL PAD A
RETAIL PAD B
PARKING DECK
PROPOSED 5' SIDEWALK (TYP.)
LOADING AREA
PROPOSED TRASH ROOM (SEE NOTE 2)
EXISTING PROPERTY LINE (TYP. - SEE NOTE 1)
PROPOSED PROPERTY LINE (SEE NOTE 1)
PROPOSED ADA PARKING (TYP.)
COURTYARD
COURTYARD
MULTI-FAMILY HOUSING BUILDING 2
MULTI-FAMILY HOUSING BUILDING 1
PROPOSED CLUBHOUSE (SEE NOTE 4)
PROPOSED CMU RETAINING WALL (HEIGHT VARIES: 1'-6')
PROPOSED FUTS CONNECTION (SEE NOTE 3)
PROPOSED 20' F.U.T.S. EASEMENT
EXISTING TREE (TYP.)
PROPOSED TRASH ROOM (SEE NOTE 2)
LOADING AREA
EXISTING FIRE HYDRANT
PROPOSED 5' SIDEWALK (TYP. SAWMILL)
PROPOSED 5' PARKWAY (TYP. SAWMILL)
PROPOSED DRIVEWAY
E. SAWMILL ROAD
PROPOSED DRIVEWAY
PROPOSED 20' F.U.T.S. EASEMENT
EXISTING DRAINAGE STRUCTURE (TYP.)
EXISTING DRIVEWAY
E. SAWMILL RD. EXISTING R.O.W. (VARIES)
EXISTING DRIVEWAY
EXISTING BUILDING (TYP.)
KENSINGTON DRIVE
EXISTING DRIVEWAY
WHOLE FOODS
THE GROVE APARTMENTS FLAGSTAFF

MULTI-FAMILY HOUSING PROJECT DATA:

GROSS PARCEL AREA: 539,672 SF

TOTAL SQUARE FOOTAGE (MULTI-FAMILY HOUSING): 393,925 SF

GROSS AREA (MULTI-FAMILY HOUSING): 368,000 SF
GROSS AREA (INCLUDING AMENITIES): 394,000 SF

NET AREA (MULTI-FAMILY HOUSING): 304,000 SF
NET AREA (INCLUDING AMENITIES): 320,000 SF

TOTAL UNITS 233

PARKING
TOTAL PARKING REQUIRED = 606 MIN
= 636 MAX (5% OVERPARKED)

TOTAL PARKING PROVIDED = 749 SPACES
431 SURFACE SPACES
318 STRUCTURED SPACES

TOTAL BIKE STORAGE PROVIDED = 256 SPACES (INTERIOR)
& 100 SPACES (EXTERIOR)

RETAIL PROJECT DATA:

GROSS PARCEL AREA: 92,383 SF

PAD A BUILDING AREA: 15,000 SF
PAD B BUILDING AREA: 7,300 SF
TOTAL: 22,300 SF

PARKING
PAD A (GENERAL RETAIL) = 1 PER 300 SF
PAD A REQUIRED PARKING = 50 SPACES

PAD B (RESTAURANT) = 1 PER 100 SF + 1 PER EMPLOYEE
PAD B REQUIRED PARKING = 27 SPACES
PAD B (GENERAL RETAIL) = 1 PER 300 SF
PAD B REQUIRED PARKING = 18 SPACES

INDIVIDUAL PARKING STANDARD	REQUIRED	PROVIDED
ACCESSIBLE PER ADA	5	5
TOTAL PARKING	95	84

NOTES:
1. A LOT COMBINATION WILL BE COMPLETED WITH FINAL DESIGN.
2. TRASH WILL BE COLLECTED AND COMPACTED INTERNALLY WITHIN A TRASH ROOM, AND TRASH-PICK UP WILL BE ACCOMMODATED ON-SITE IN AN AREA REMOTE FROM ADJACENT FRONTAGES ALONG BUTLER AND SAWMILL.
3. THE PROPOSED 10' FUTS TRAIL IS SHOWN CONCEPTUALLY. ASSET PLUS AND THE CITY SHALL COORDINATE GRADING AND TRAIL ALIGNMENT.
4. BIKE STORAGE WILL BE PROVIDED WITHIN THE CLUBHOUSE LAYOUT.

NORTH

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project #PZ-17-00089

FLAGSTAFF ARIZONA

McGRATH MULTI-FAMILY HOUSING & RETAIL

SITE PLAN

JOB NO:	17113
DATE:	JUL 18
SCALE:	AS SHOWN
DRAWN:	KMB
DESIGN:	KMB
CHECKED:	SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

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)

DRAWING NO.
SP01

SHT NO. 1 OF 1

FILE: P:\2017\17113\DRAWINGS\CITIZEN PARTICIPATION PLAN\17113-2ND NEIGHBORHOOD MTG. SITE PLAN.DWG KBAYER

May 3, 2019

Dear Neighbor,

McGrath Real Estate Partners (McGrath) would like to invite the surrounding neighbors of the Wendt Business Park property to a Neighborhood Meeting to re-introduce the zoning map amendment (rezone) of two parcels within the City of Flagstaff (City) near Aspen Place at The Sawmill. The two parcels are adjacent to each other and are located east of E. Sawmill Road and south of E. Butler Avenue at 825 E. Butler Avenue and 829 E. Butler Avenue. The meeting and presentation will be held on **Thursday, May 16, 2019 at 6 pm** at **The Flagstaff Aquaplex**, 1702 N. Fourth Street, Flagstaff, AZ to discuss the rezoning of the properties.

The rezone application is specifically for APN's 104-03-005B (±7.20 acres) and 104-13-002B (±7.31 acres). The two parcels are adjacent to each other with a north-south property line bisecting the two parcels. The east parcel (APN 104-13-002B) is currently zoned Light Industrial (LI) and the west parcel (APN 104-03-005B) is currently zoned Heavy Industrial (HI). These two parcels will be combined into one and split according to the proposed Site Plan with an east-west property line bisecting the two parcels. The north 2.24-acre parcel will be zoned Highway Commercial (HC) and the south 12.27-acre parcel will be zoned High Density Residential (HR) upon the completion of the zoning map amendment (rezone). The rezone will allow for the commercial and multi-family residential land uses on this property.

An earlier version of this project was reviewed by the Planning and Zoning Commission and City Council. The Site Plan attached herein reflects the limits of the overall revised project. The project consists of the construction of two commercial buildings, two 5-story multi-family residential buildings and six 2-story townhome-style apartments with a total of 333 units, accompanying amenities, parking facilities, and associated water, sewer, and stormwater infrastructure near an existing Regional Urban Activity Center. The proposed residential density is nearly 27 dwelling units per acre which is in compliance with the minimum residential density of 13 units per acre for a Regional Urban Activity Center. Ten of the units will be affordable and McGrath is making a large contribution to the City's affordable housing program. Additionally, access to the site will be provided by a proposed right-in/right-out driveway on E. Butler Avenue and two proposed driveways on E. Sawmill Road.

Project material will be available for review starting at 6:00 pm with a presentation at 6:30 pm followed by a question and answer session. This will allow any neighborhood concerns to be identified and addressed prior to the project's public hearing before the City Planning and Zoning Commission. Concerns raised will be reported to the City Planning.

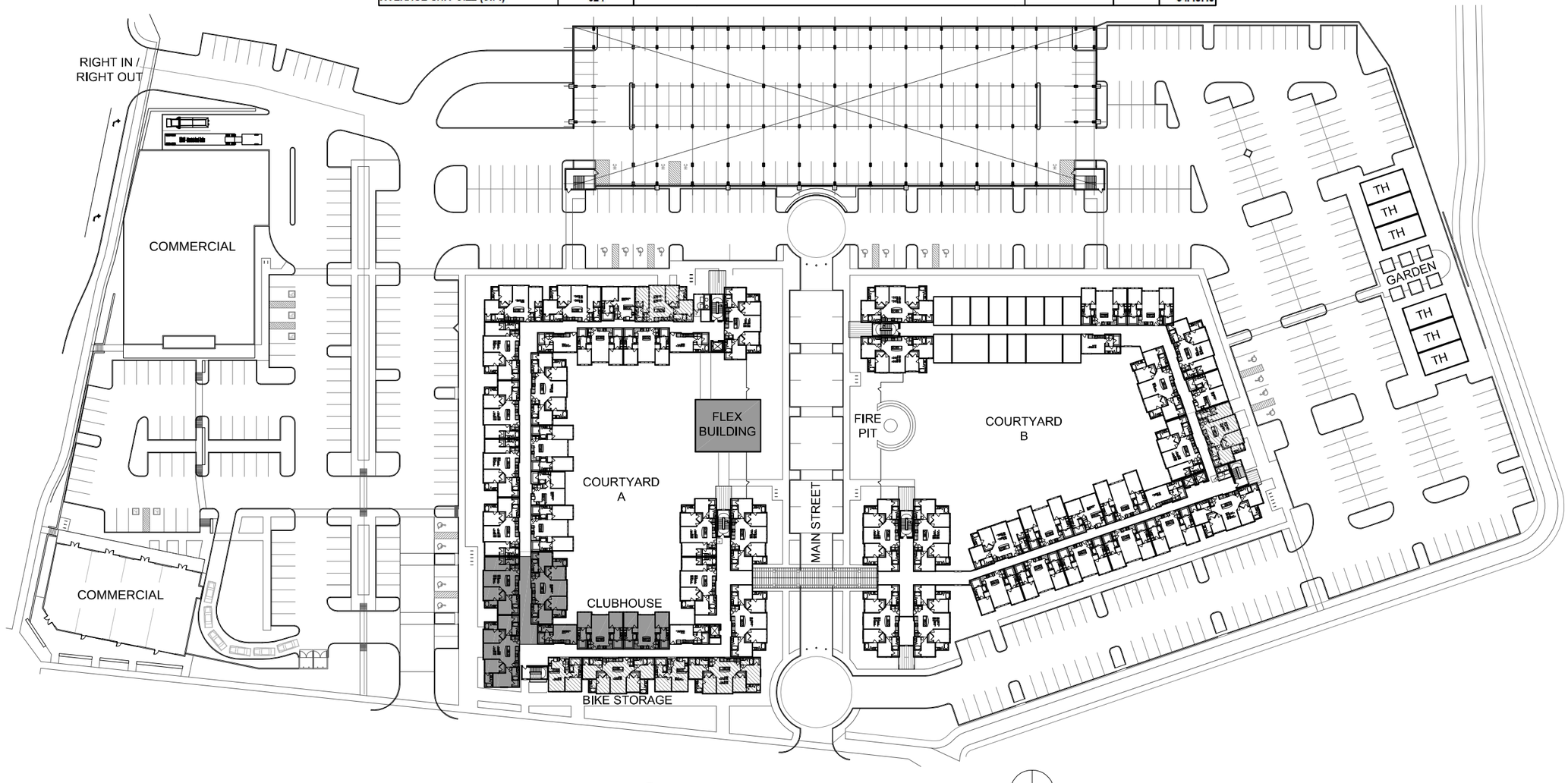
We hope to see you there. If you are unable to attend please provide comments in the space below and mail to:

Mr. Barrett Kirk
McGrath Real Estate Partners
950 Corbindale Road, Ste. #300
Houston, TX 77024
(713) 782-5800
bkirk@mcgrathrep.com

COMMENTS REGARDING THIS DEVELOPMENT

MREP MULTI-FAMILY FLAGSTAFF - UNIT MIX

UNITS				BUILDING LEVEL					TOTALS				
UNIT TYPE	DESCRIPTION	NET SQ. FT.	GROSS SQ. FT.	1	2	3	4	5	No of Units	NET SQ. FT. PER UNIT TYPE	GROSS SQ. FT. PER UNIT TYPE	NO	%
A-E	Efficiency	308	308	12	12	12	12	12	60	18,480	18,480	116	34.8%
A-S	Studio	449	449	5	5	6	6	6	28	12,572	12,572		
A1	1Bdr/1Bath	659	659	4	6	6	6	6	28	18,452	18,452		
B1	2Bdr/2Bath	971	971	9	9	11	11	11	51	49,521	49,521	77	23.1%
B1a	2Bdr/2Bath	1,087	1,087	4	4	4	4	4	20	21,740	21,740		
TH1	2Bdr/2.5Bath	1,200	1,200	6	0	0	0	0	6	7,200	7,200		
C1	3Bdr/3Bath	1,155	1,155	11	13	14	14	14	66	76,230	76,230	66	19.8%
D1	4Bdr/4Bath	1,397	1,397	12	14	16	16	16	74	103,378	103,378	74	22.2%
TOTALS				63	63	69	69	69	333	307,573	307,573	333	100%
AVERAGE UNIT SIZE (S.F.)		924											04.19.19



1 ARCHITECTURAL SITE PLAN
1"=40'-0"

05.02.19

SITE PLAN - MREP MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - MREP

MEEKS PARTNERS
16000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

A-02

JOB NO. 17013

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NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Flagstaff Planning and Zoning Commission will hold a Public Hearing on May 22, 2019, at 4:00 p.m and May 29, 2019 at 4 p.m. to consider the following:

> **A Zoning Map Amendment, for McGrath Real Estate Partners, to rezone APN's 104-03-005B (±7.20 acres – Heavy Industrial (HI)) and 104-13-002B (±7.31 acres – Light Industrial (LI)) to Highway Commercial (HC) and High Density Residential (HR) located at 825 and 829 E. Butler Avenue at the existing Wendt Business Park for the purposes of developing a multi-family residential and commercial project. An earlier version of the project was reviewed by the Planning and Zoning Commission on January 9, 2019 and the City Council on February, 19, 2019.**

Interested persons may file comments in writing regarding the proposed request or be heard at the hearing date herein set forth. Maps and information are available at the City Planning & Development Services Section, 211 West Aspen Avenue, Flagstaff, Arizona.

The Planning and Zoning Commission meeting will be held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

Tiffany Antol
Secretary, Planning and Zoning Commission

For Information Contact:
Elaine Averitt, Planning Development Manager, 928-213-2616
eaveritt@flagstaffaz.gov

Mr. Barrett Kirk, McGrath Real Estate Partners, 713-782-5800
bkirk@mcgrathrep.com

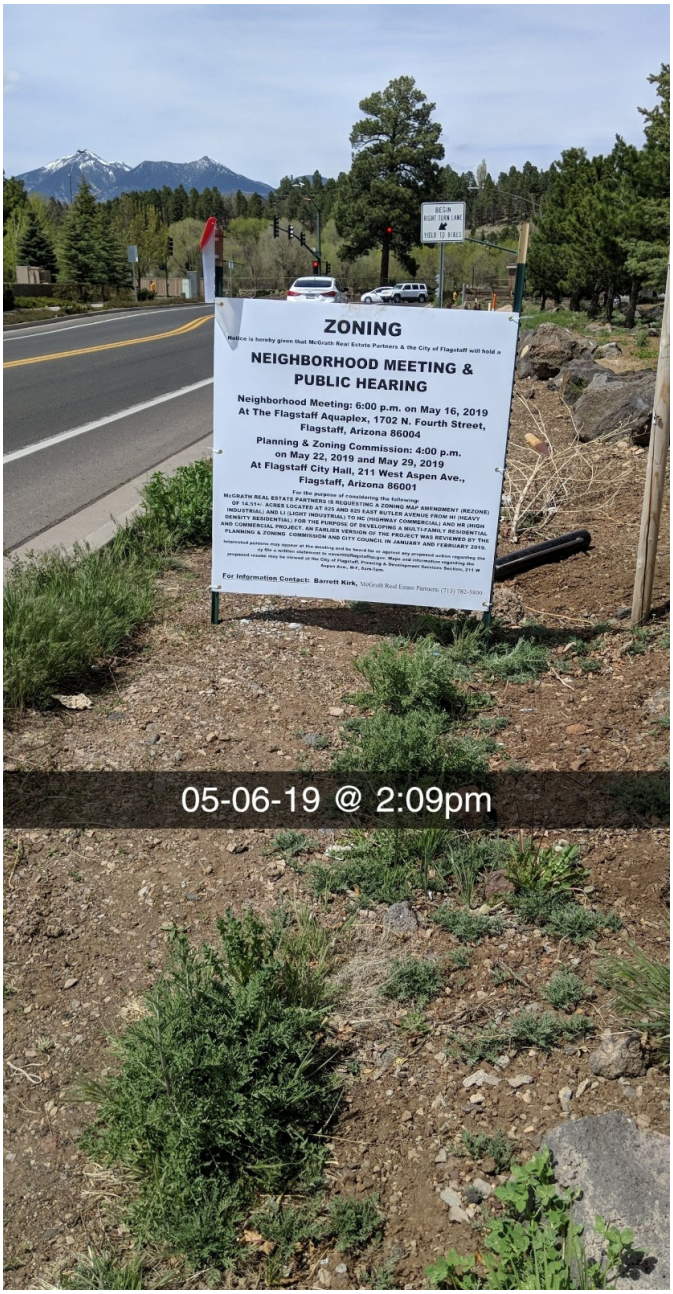
Mail 5/3/19

APPENDIX B


NOTIFICATION OF
NEIGHBORHOOD MEETING
FOR ZONING MAP
AMENDMENT (REZONE)
4/12/2018


NOTIFICATION OF NEIGHBORHOOD MEETING FOR ZONING MAP AMENDMENT (REZONE)
McGRATH REAL ESTATE PARTNERS IS REQUESTING A ZONING MAP AMENDMENT (REZONE) OF 14.51± ACRES FROM HI (HEAVY INDUSTRIAL) AND LI (LIGHT INDUSTRIAL) TO HC (HIGHWAY COMMERCIAL) AND HR (HIGH DENSITY RESIDENTIAL).
WHEN: MONDAY, JULY 30, 2018 6:00 PM Open House, 6:30 PM Presentation
WHERE: Murdoch Community Center 203 E. Brannen Avenue Flagstaff, AZ 86001
CONTACT: Barrett Kirk, A McGRATH REAL ESTATE PARTNERS on: (713) 782-5800
07/16/2018


ZONING
Notice is hereby given that McGrath Real Estate Partners & the City of Flagstaff will hold a
NEIGHBORHOOD MEETING & PUBLIC HEARING
Neighborhood Meeting: 6:00 p.m. on May 16, 2019
At The Flagstaff Aquaplex, 1702 N. Fourth Street, Flagstaff, Arizona 86004
Planning & Zoning Commission: 4:00 p.m. on May 22, 2019 and May 29, 2019
At Flagstaff City Hall, 211 West Aspen Ave., Flagstaff, Arizona 86001
For the purpose of considering the following:
McGRATH REAL ESTATE PARTNERS IS REQUESTING A ZONING MAP AMENDMENT (REZONE) OF 14.51+/- ACRES LOCATED AT 825 AND 829 EAST BUTLER AVENUE FROM HI (HEAVY INDUSTRIAL) AND LI (LIGHT INDUSTRIAL) TO HC (HIGHWAY COMMERCIAL) AND HR (HIGH DENSITY RESIDENTIAL) FOR THE PURPOSE OF DEVELOPING A MULTI-FAMILY RESIDENTIAL AND COMMERCIAL PROJECT. AN EARLIER VERSION OF THE PROJECT WAS REVIEWED BY THE PLANNING & ZONING COMMISSION AND CITY COUNCIL IN JANUARY AND FEBRUARY 2019.
Interested persons may appear at the meeting and be heard for or against any proposed action regarding the proposed rezone may be viewed at the City of Flagstaff, Planning & Development Services Section, 211 W Aspen Ave., M-F, 8am-5pm.
For Information Contact: Barrett Kirk, McGrath Real Estate Partners: (713) 782-5800
05-06-19 @ 2:25pm


ZONING
Notice is hereby given that McGrath Real Estate Partners & the City of Flagstaff will hold a
NEIGHBORHOOD MEETING & PUBLIC HEARING
Neighborhood Meeting: 6:00 p.m. on May 16, 2019
At The Flagstaff Aquaplex, 1702 N. Fourth Street, Flagstaff, Arizona 86004
Planning & Zoning Commission: 4:00 p.m. on May 22, 2019 and May 29, 2019
At Flagstaff City Hall, 211 West Aspen Ave., Flagstaff, Arizona 86001
For the purpose of considering the following:
McGRATH REAL ESTATE PARTNERS IS REQUESTING A ZONING MAP AMENDMENT (REZONE) OF 14.51+/- ACRES LOCATED AT 825 AND 829 EAST BUTLER AVENUE FROM HI (HEAVY INDUSTRIAL) AND LI (LIGHT INDUSTRIAL) TO HC (HIGHWAY COMMERCIAL) AND HR (HIGH DENSITY RESIDENTIAL) FOR THE PURPOSE OF DEVELOPING A MULTI-FAMILY RESIDENTIAL AND COMMERCIAL PROJECT. AN EARLIER VERSION OF THE PROJECT WAS REVIEWED BY THE PLANNING & ZONING COMMISSION AND CITY COUNCIL IN JANUARY AND FEBRUARY 2019.
Interested persons may appear at the meeting and be heard for or against any proposed action regarding the proposed rezone may be viewed at the City of Flagstaff, Planning & Development Services Section, 211 W Aspen Ave., M-F, 8am-5pm.
For Information Contact: Barrett Kirk, McGrath Real Estate Partners: (713) 782-5800
05-06-19 @ 2:09pm

APPENDIX C

Asset Plus Multi-Family & Retail

Neighborhood Meeting Sign-in Sheet

Name	Telephone	Email Address	Address
Roman C Soto		RCSoto28@Gmail.com	207 E Dupont Ave
Cynthia Nemeth		cnemeth@coconino.az.gov	
Dawn Tucker		dtucker@friendsofflagstaff.org	
Jamie Medina		jamedina@bellainvgroup.com	
CHARLIE SILVER	928 779 2782	CWS720@gmail.com	720 W. ASPEN AVE
Cody Caming	928-301-9094	Codycaming@gmail.com	20 South Agassiz
Isha Brown	[illegible]	mahakali11@gmail	275 S. River Run
A. Ramsey	—	—	275 S. River Run
Joe & Sheila Guida	928 853-0809	guidawood@msn.com	449 S. River Run Rd
Deb Harris	928 226-7566	deborah.harris@nau.edu	203 E. Brannen Ave 86001

Asset Plus Multi-Family & Retail

Neighborhood Meeting Sign-In Sheet

Name	Telephone	Email Address	Address
Daniel L.	541-647-7833		al.com
Susan Weitzman	928 699 3419	susanweitzman@gmail.com	3045 Elden St
Corina Vranek	602-399-3230	cvranek@azdailysun.com	1751 S. Thompson St.
Susan Brown	928-856-1735	sbrown@coconino.az.gov	2500 N. Ft. Valley Rd
Donna Cassano		surfjunk2000@yahoo.com	

Asset Plus Multi-Family Housing and Retail

SWI Project #17113

Neighborhood Meeting Questions

Tuesday, April 24th, 2018

Murdoch Community Center

QUESTION/COMMENT	ANSWER
Questions Prior to Official Meeting	
Will a summary of questions and comments be provided?	Yes, a summary will be provided after the 1st neighborhood meeting.
Please update all zoning documents to show 1000' buffer, specifically textual changes.	The zoning maps have been updated to reflect the 1000' ft buffer.
Would you look at the community calendar when scheduling the second Neighborhood Meeting?	Yes, we will consider other community events prior to planning our second neighborhood meeting.
Will there be a second Neighborhood Meeting?	Yes, there will be a second meeting, but it has not been scheduled yet.
When will a summary of the meeting be provided?	Yes, a summary will be provided after the 1st neighborhood meeting.
Will this property be marketed towards students or to anyone?	We are not marketing toward any particular group of people.
Where is the retail?	The retail is located on the northwest corner of the site.
What are you thinking about for affordable units?	Our nominal rents are not projected to be as high as some other stuff in the market, but we will look at our efficiencies through 2 bedroom units and see what we can do.
A member of the Southside Neighborhood Association was supposed to be an interested party and was not notified.	We went out to a 1000' ft buffer to notify interested parties, but they were not included by the City.
How tall is the parking structure?	Approximately 11.5' to the top of the deck.
What is the building height?	64' to the top of pitch.
Are there any uninhabitable structures above top of pitch?	There are no uninhabitable structures above the top pitch of the roof.
There is no cup for excessive height, right?	Correct, the building is within the 65' allowable height per the City of Flagstaff Zoning Code.
Will you see any condensers on top of the building?	No, the condensers will be hidden by the roof.
The project is not rent by room, but rent by unit, right?	Correct, the residential units will be rented by the unit.
Where are the access points?	There are three access points. One off of Butler and two off of Sawmill.

Will there be a community oriented arrangement with this project? Like affordable units or reduced market rate units?	We cannot say right now if we will or won't, but we are open to looking at options for such.
Can Southside neighborhood associations and other HOA's be added?	We went out to a 1000' ft buffer to notify interested parties, but they were not included by the City. Those from the neighborhood group who attended the meeting will receive further notifications
Presentation officially started at 6:30pm.	
Is there sufficient width for a turn lane into the development from Sawmill?	The Traffic Impact Analysis will look to provide answers for if there is a need for a left turn lane as well as if there is sufficient width for such.
There is not a stoplight at the west entrance to Sawmill Road, right?	Correct, there is no traffic light at the west entrance to Sawmill Road.
This is a sizeable addition to the Sawmill Road capacity.	The Traffic Impact Analysis will analyze the impacts of the proposed development on Sawmill Road.
A business owner from Rio de Flag said around 5pm, it is hard for her to get out of her complex and make a left turn onto Butler with traffic. What will your impact be on this?	The Traffic Impact Analysis will analyze the impacts of the proposed development on Butler Avenue.
A resident of Babbit Wholesale building expressed her concern about what she will be looking at from her home and asked, What is the building height?	The residential building will be five stories. It will be approximately 52' to the final ceiling and then about 64' to the top of the pitched roof.
What is the elevation of the parking structure in relation to the Babbit Wholesale building?	The height of the deck is 11.5'.
There are beautiful trees in the northeast corner of the project. Will they be saved?	A portion of these trees will be saved.
I have seen deer find their way through that narrow strip of land through the site if the gate is open. What about them?	Thank you for your feedback.
Have you considered a resource overlay for this? Maybe you could consider adding the area to the south to RPO?	We would consider it for the open area to the south of the parking down the hill.
Where are the industrial buildings that are on the site currently located?	The existing industrial buildings sit approximately in the middle of the site.
And the retail on the corner, how big is the building and do you plan to expand it?	The retail building is approximately 22,000 square feet.
Parking structure is two stories, there is no roof over the second floor parking, right?	Correct, there is no roof over the second floor deck.
How tall is the existing warehouse on the site?	The existing warehouse is approximately 45'-50' tall.
Have you considered 1-2 bedroom affordable housing units? We are desperate for	We cannot say right now if we will or won't be able to add affordable units to the proposed

affordable housing in the Flagstaff community.	development, but we are open to looking at options for such.
The outdoor pool is useless about 10 months out of the year, especially with shade from the building. It may not be a good use of water resources. Happy about the tennis courts. What about replacing the pool with an outdoor exercise equipment, yoga pavilion or rock wall? Look at Aspen Place and you will find that almost nobody is ever at the pool. Please make the pool another outdoor amenity.	Thank you for your feedback. The amenities for the proposed development will be modified based on the community's needs. Furthermore, there will be a "main street'" through the middle of the buildings. The street will have the ability to be closed off with removable bollards so events, such as farmers markets and art walks, could take place on the street.
You can get in touch with Art Babbit about farmers markets. There is a Frist Friday Art Walk that might be able to extend through Aspen Place, through your property and back into NAU. This will better connect Downtown Flagstaff with the surrounding communities.	Thank you for your feedback. We will look into expanding the First Friday Art Walk.
A citizen commends APRC on the extension of F.U.T.S. trail.	Thank you for your positive feedback.
When you're looking at stone for the building façade, consider using native stones, such as sandstone or malapai. The stone at Aspen Place is not a native stone. Look through downtown at some older buildings like the courthouse for traditional stones.	Thank you for your feedback. We will continue to looks at material options in conjunction with what is allowed per the City of Flagstaff.
What is the parking count for the structure parking and surface parking for this project?	The total parking provided is 751 spaces, which include 431 surface spaces and 320 structured spaces.
Are you considering pervious pavement or standard asphalt?	The project is currently designed with standard asphalt but we are open to looking at other paving materials.
Are you looking at any other sustainability efforts in your design and construction? Energy Star?	Yes, we are looking to have sustainable buildings. We will not be applying for a LEED certificate however.
What are your plans for irrigation throughout the site?	We will work with the landscape design team to provide a reasonable irrigation plan for the site.
What about a lighting plan? Did you know it is actually less safe to go from light to dark and dark to light?	Low level lighting plan is required by the City. But, we are currently not at that stage of the design.
A citizen comments another amenity that would be nice might be a children's playground that may be more attractive for families. It could be put in place of the pool.	Thank you for your feedback. The amenities for the proposed development will be modified based on the community's needs.

Have you accommodated your design in any way for the jail that is next door to your site?	The building was pushed away from the property line that is shared with the jail and there will also be a landscape buffer along with the F.U.T.S. trail.
Is there any external security plan in mind? Multi-family Crime Housing Plan?	Securing the buildings for safety and controlled access is absolutely important to us.
What is your timeline for getting these comments out to the people that attended this meeting?	A summary will be provided after the 1st neighborhood meeting.
There is the Citizen Participation Plan of incorporating these comments and addressing them. When is that?	The Citizen Participation Plan will be provided with the final Site Plan package.
When scheduling the next meeting, try to look at the City's calendar and make it not conflict with a City Council Meeting, etc.	We will consider other community events prior to planning our second neighborhood meeting.
What is a rough timeline for the second meeting?	The second meeting will occur in about 2-3 months.
Have you done projects like this in other towns?	We have built from Rhode Island to Arizona. We have done about 25-30 projects nationwide.
What is the ratio for students to families you are looking at leasing this building?	We really can't say because of fair housing laws. We couldn't even ask based on the fair housing laws.
Could you have as many roommates as you want if you rented an entire unit under your name? If someone rents a 4 bedroom and brings 3 people, is that allowed?	There are federal and state laws defining how many people can live in a space based on the number of beds. We will look into the Arizona laws more specifically.
Is the overall room design set up to be more conducive to families or is it more student oriented?	Big living spaces will be incorporated into the room designs.
Do you have a price point on the units?	We do not have a currently price for the units. We do want the units to be priced fairly.
What is the ratio of 4 bedroom units? What is the bedroom breakdown?	The breakdown of the numbers for each unit type has not been finalized. We do not know what the final bedroom count will be for the project. We do know there will be 231 units.
Are you also the management of this property?	No, we are partnered with Asset Plus. APRC is the development arm and is currently separating to McGrath Real Estate Partners.
Flagstaff is a high cost of living community. Teachers, EMTs and other professions are having a hard time finding living spaces. It would be nice if new developers coming to town could give back to the town.	Thank you for your feedback.

Not talking at affordable housing subsides, we have a workforce housing crisis. Please look at a reasonable percentage of AMI. John Stigman did an affordable housing study for Flagstaff.	Thank you for your feedback.
There was a comment in support of removal of the proposed pool in replacement of another amenity such as a playground.	Thank you for your feedback.
A citizen commended the F.U.T.S. connection. It would be a relief for the nearby small parks.	Thank you for your feedback.
There was a comment supporting the design to push the housing off the east property line, away from the industrial air gas buildings.	Thank you for your feedback.
The property owner on Butler and Elden gave positive comments that this project will look much better than the abandoned existing property. This is an evolution of where Flagstaff is going.	Thank you for your feedback.
Have you purchased the property already?	No, we have it under contract contingent on the rezone.
What is it currently zoned?	Light industrial and heavy industrial.
What are you rezoning the site to?	High density commercial and high density residential.
Have you built elsewhere in Arizona?	Yes, in the past, Mark Lindley has built in Sun City and Peoria with Nash Phillips Copus.
Would you consider keeping some of the Ponderosas along the east property line? Could you move the parking structure further west off of the property line a little bit so it doesn't look as high from my place?	We currently have about a 20' buffer with trees in the plan. Also, there is overhead electric so the parking structure cannot obstruct the powerlines. We will work hard with landscape design team to save as many trees as we can. The land that you are on is already at a higher elevation than our site. It is hard to just bring the parking structure off the property line because of requirements such as buffers, drive isles, parking depths, etc.
If you could, not make so many units 4 bedroom; that just calls to students.	Thank you for your feedback.
How can I look at your other beautiful buildings?	Look at Asset Plus Companies
Will the "main street" be drivable?	Yes, there will be temporary bollards to be used only for special events.
Meeting adjourned at 7:30pm.	

ASSET PLUS COMPANIES

INVESTMENT • MANAGEMENT • DEVELOPMENT

COMMENTS REGARDING THIS DEVELOPMENT

Mr. Kirk,

My name is Khara House, and I am a member of the Flagstaff community interested in the Neighborhood Meeting regarding the zoning map amendment of APN's 104-03-005B and 104-13-002B. Information about the meeting was recently shared with me, but I may not be able to attend in person due to a simultaneous meeting.

My primary question, which I am sure will be addressed at the meeting, is what type of housing this will represent, and what floor plans will (tenatively) be offered? Will this be a student-focused, or will it offer a blend of options?

If at all possible, I would like to request the neighborhood meeting follow up, as I am aware summaries typically are sent following the meeting. If this is possible, I would greatly appreciate the opportunity to be part of this ongoing conversation as this project is examined and gets underway.

I greatly appreciate your consideration of this request, and look forward to hearing back from you at your convenience. Thank you for hosting this neighborhood meeting and considering the questions and concerns of the community. Please feel free to reach out to me at the address, email, or phone listed below.

Sincerely,

700 S Blackbird Roost, Apt 81, Flagstaff, AZ 86001 • (717) 592-8802 • khara.house@gmail.com

From: Dennis Dixon <dixven.az@gmail.com>
Sent: Monday, April 16, 2018 9:15 PM
To: Barrett Kirk <bkirk@assetpluscorp.com>
Subject: Wendt Business Park: Flagstaff, AZ

Dear Mr. Kirk,

My name is Dennis Dixon and I have lived in Flagstaff since May,1984.

I am a career residential and commercial contractor that has developed several properties within the city limits over the years. I also served on the City of Flagstaff Board of Adjustments for several terms.

I built and manage a commercial building within a commercial subdivision adjacent to your proposed project. (Just to the East off of Butler at 345 S. River Run Rd., Flagstaff, AZ 86001).

My wife and I have reviewed the engineering plans for your project, and endorse it 100%. It's well thought out, compliments the neighborhood, and would be an attribute for the city of Flagstaff.

I wish you success with your project.

Sincerely,

Dennis A. Dixon
1500 W. Tolchaco Rd.
Flagstaff, AZ 86001
(928) 699-1070 Email: dixven.az@gmail.com

345 S. River Run Photo is attached.

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McGrath Real Estate Partners Multi-Family Housing & Retail
2nd Neighborhood Meeting Sign-in Sheet

Name	Telephone	Email Address	Address
Dan Musselman	928-679-9068	dmusselman@coconinoAz.gov	911 E. Cam II Rd
Jamie Whelan	928-607-4281	JWhelan@flagstaffaz.gov	San Francisco St
Tammy Cupp	928-853-5882	tammy@sterlingrem.com	323 S. River Run Rd, 86001
Michelle Langmack	928 600 3974	m.marielinton@gmail	304 S Elden St 86001
Cody Bodin	985-519 6138	CmB5054@gmail.com	
Brian Grooms	575 686 9409	groomsbrian@gmail.com	2700 S Woodlands Village Blvd Ste 300-400
Susan Brown	928 856 1735	Sbrown@coconinoaz.gov	2500 N. Ft. Valley Rd., Bldg #2- 86001 86001
Deborah Harris	928 226-7566	deborah.harris@nau.edu	203 E. Brannen Ave Flag 86001
Alex Ramsey	928-421-1707		375 S. River Run Rd. Flagstaff 86001
TIFFANY ANTOL		tantol@flagstaffaz.gov	
ELAINE AVERITT		eaveritt@flagstaffaz.gov	

McGrath Real Estate Partners Multi-Family Housing & Retail
2nd Neighborhood Meeting Sign-in Sheet

Name	Telephone	Email Address	Address
Susan Weitzman	9286993499	susanweitzman@mac.com	304 S Elden St Flag
Randon Cupp	928 853-5881	rtcuppe yahoo.com	

Asset Plus Multi-Family Housing and Retail

SWI Project #17113

2nd Neighborhood Meeting Questions

Monday, July 30, 2018

Murdoch Community Center

QUESTION/COMMENT	ANSWER
Is the main ingress/egress for the residential development going to be off Sawmill?	Yes.
Where will the Main Street be closed off? Will this affect access to the residential buildings?	Main Street can be closed off with temporary bollards for public events. However, this will not affect access to the parking areas for the residential development. Main Street can be temporarily closed off from the sky-bridge to the east end of the residential buildings still allowing access to the site.
Will this be a gated community? I am concerned about the speed of vehicles throughout the site.	No, it will be open access. We will look into ways we can reduce vehicular speeds throughout the development.
Aspen Place parking is ridiculous during business hours. Residents are parking in retail spaces. Do you plan to have 2-x hr parking limit designated for retail?	At this time, we are not far enough along in the planning process. We do not have any specific tenants committed to take space in the retail buildings yet.
Will you have covered parking?	No, from a business perspective, covered parking does not pay off. Adding solar panels does not pay off either.
What prompted you to develop a project here? Did you have a particular market to target?	Originally, McGrath was trying to develop a project near the current location of the HUB. We realized it was the wrong location and the wrong time. Therefore, we found this property and found a need for multi-family housing in this neighborhood of Butler and Sawmill.
Define multi-family.	Multi-family can be just singles, couples, families, students. The multi-family housing market is driven by renting by the unit instead of renting by the room.
Do you intend to have affordable housing units?	I apologize, I cannot answer the question right now. We need to confirm the ratio for affordable housing with Jennifer Mickelson at the City. We have a couple of floorplans that fit with the affordable housing ratio right now.

What are you looking at for rent?	We do not have the rents nailed down yet. We are just starting to look at baseline rents.
What existing neighborhoods are you talking about working with?	We are talking about working through the community development process, hosting these neighborhood meetings, and hearing questions and concerns from surrounding neighbors.
Resident of Flagstaff since 1972, owns historic building near project site. She saw the project area go from the Geldwin site to Walgreens warehouse to SCA Tissue warehouse to sitting empty and leaking. It's time for this area to evolve. We need more multi-family housing in Flagstaff and this is a great location and compliments the area nicely. More housing will allow for more affordable costs throughout the whole community.	Thank you for your support.
How will traffic on Sawmill be dealt with? What about pedestrian traffic across Sawmill? This is a lot of traffic for a small road.	The roadway cross section for Sawmill was developed through the Regional Plan and cannot be changed. Therefore, no left or right turn lanes can be added to the roadway. We are working with the City transportation department to work out other mitigation measures which resulted from the TIA. We are working on analyzing a traffic signal at Sawmill and Lone Tree. We are hoping to include pedestrian crossings at driveways on Sawmill. We are working on what that may look like, ie, different materials (pavers), striping, or flashing lights. The project driveway and the existing driveway across Butler have been aligned to allow left turns into the Project for travelers going west on Butler.
We are concerned about pedestrians crossing Sawmill when Police and other emergency vehicles are running light and sirens speeding down Sawmill Road. Is a pedestrian overpass possible?	We will look into different pedestrian crossing techniques. We are concerned about a pedestrian overpass not meeting ADA requirements.
Make sure vegetation does not grow as tall as a human near crosswalk locations. The flashing light cross walk on Butler has vegetation that hinders drivers from seeing pedestrians.	Thank you for your comment. We will take this into consideration.

Has there been any talk about adding protected bike lanes from the FUTS to campus?	No, there is no talk about adding protected bike lanes anywhere in Flagstaff right now. However, with the proposed FUTS connection to the south of the project, people can get to campus without being on any of the major streets.
Any possibility of adding a park along the south side of the property?	No, the area is far too steep and would not be able to have an ADA accessible route.
Will there be any other space that will be family-friendly?	The residential amenities are not set in stone. Market analysis will help us understand the potential numbers of families and children which will drive the types of amenities provided.
Will the affordable housing be segregated?	No, it will be integrated throughout and they would complete access to all amenities.
Are you inclined to market toward students?	No, they intend to market to the whole community based on the market analysis. The only way to get homes back is to create a space for people to go so they can get out of your homes.
Will you manage the project after it has been constructed?	Asset Plus Companies and Asset Plus Campus Housing are now divided from McGrath Real Estate Partners. However, Asset Plus will be paid by McGrath to manage the property.
Will you have on-property suites?	No, this is not in our wheelhouse.
Will you consider local contractors for the project?	Yes, when we can hire locally, we will. We will hire as many local companies as possible.
Have you thought of encouraging a grocer for the retail component? Whole Foods is so expensive for the average person to grocery shop.	Yes, this was what we tried at first. The grocer was not ready to come into Flagstaff.
Meeting adjourned at 7:30pm.	

From: Barrett Kirk <bkirk@mcgrathrep.com>
Sent: Sunday, May 12, 2019 7:13 AM
To: Christopher Miller <chrismiller@canyonpet.com>
Cc: Julianne Miller <drmiller@canyonpet.com>; Barrett Kirk <bkirk@mcgrathrep.com>
Subject: RE: Development Comments- Flagstaff

Chris,

It's very nice to meet you. We will definitely be pet friendly and if it's like most of our other developments, the majority of our residents will indeed have a pet. I think the addition of a public dog park along with a connecting walk-way is a terrific idea. I'll give you a call next week to discuss further.

Thank you for reaching out!
Regards,

Barrett O. Kirk
Chief Investment Officer
McGrath Real Estate Partners
950 Corbindale Road | Suite 300 | Houston TX 77024-2849
P 281 822 9601 | M 713 385 2242 | F 713 268 5111
W www.mcgrathrep.com

From: Christopher Miller [mailto:chrismiller@canyonpet.com]
Sent: Saturday, May 11, 2019 12:31 PM
To: Barrett Kirk <bkirk@mcgrathrep.com>
Cc: Julianne Miller <drmiller@canyonpet.com>
Subject: Development Comments- Flagstaff

Good morning Mr. Kirk- My name is Chris Miller and my wife and I own a veterinary clinic that is adjacent to the property your company will be developing near Aspen Place at Sawmill. We won't be able to attend the meeting on Thursday so I am inquiring via email as to whether or not your development will be pet friendly? We're considering adding a public dog park on our property that would be walking distance to your development. I understand that you are in the early stages of planning but I was seeing if your organization would consider adding walk-way between our two properties as I think it would be a great benefit for both companies. Thank you.

Chris Miller
Owner, Canyon Pet Hospital
1054 E Old Canyon Ct
Flagstaff, AZ 86001
W: (928) 774-5197
C: (928) 286-7561
F: (928) 774-5278
chrismiller@canyonpet.com
www.canyonpet.com

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McGrath Multi-Family Housing & Retail
3rd Neighborhood Meeting Summary

The third neighborhood meeting for the McGrath Multi-Family Housing & Retail project was held on Thursday, May 16, 2019 with an open house at 6:00 pm and a presentation at 6:30 pm at the The Flagstaff Aquaplex, located at 1702 N. Fourth Street, Flagstaff, AZ, 86004.

Notification letters were sent to all property owners, property owners' associations (POA) and homeowner's associations (HOA) within a 1,000-foot radius. Letters were also sent to the City's "Registry of Persons and Groups" as provided by the City. The letters were mailed on May 3, 2019. In addition to the notification letter, the signs with the Neighborhood Meeting information were posted on Monday, May 6, 2019. The sign was posted at the entrance to the property on E. Butler Avenue and another sign was placed at the entrance to the property along E. Sawmill Road.

McGrath Real Estate Partners led the meeting with support provided by SWI. Poster boards with the Building Elevations and the Site Plan were posted throughout the meeting room. The open house began at 6:00 pm followed by the presentation at 6:30 pm. An outline of the presentation is provided below:

Introduction

- Mark Lindley, McGrath Real Estate Partners Senior Vice President
- Barrett Kirk, McGrath Real Estate Partners Chief Investment Officer
    - Civil Design
        - Guillermo Cortes, Shephard-Wesnitzer, Inc. Vice President
        - Stephen Irwin, Shephard-Wesnitzer, Inc. Project Manager
        - Kayla Fleishman, Shephard-Wesnitzer, Inc. Project Engineer

Revisions to the Project

- Unit Mix
    - We want to meet the need of multi-family housing in the Flagstaff community.
    - We have included efficiency units, increased the number of 1-2 bedroom units and decreased the number of 4 bedroom units.
- Variety of housing types
    - We added townhome-style apartments with private backyards near the southern property line along with a community garden.
- Flex building
    - The flex building is intended to be used in conjunction with any public event taking place along our Main Street.
    - The space can also be used by the public for other small events, like neighborhood meetings.
- Restricted Driveway
    - We have revised our driveway on Butler to be right-in/right-out only in order to satisfy the needs and concerns of the surrounding neighbors and businesses.

- Affordable Housing
  - We are now dedicating 34 units to the City affordable housing program along with a contribution of $500,000 to the affordable housing program.

Open to questions

- One scribe was used to record questions of citizens attending the meeting. A summary of the questions and answers are provided in the following table:

McGrath Multi-Family Housing and Retail

SWI Project #17113

3rd Neighborhood Meeting Questions

Thursday, May 16, 2019

The Flagstaff Aquaplex

QUESTION/COMMENT	ANSWER
Start Meeting at 6:33 pm	
Didn't the City reject the project due to the loss of light industrial?	We and the City Council have to look at the overall picture. Is it worth it to rezone? Is this a better use? We have to come back with a product City Council and community members are looking for. We also have to recognize that the industrial companies are leaving the center of our town. Opportunities are opening with an upcoming business park master plan just outside of City limits.
Could you explain the ingress/egress on Butler?	We wanted to address our business neighbor's concern about building up vehicles in front of his business. We have restricted our driveway on Butler to be right-in/right-out only.
I don't remember seeing that large of a retail pad in the front. Was that there before?	Yes, the commercial pads have always been a part of this development. We are required to have 19,000 sf of commercial space based on our Development Agreement with the City. Goodwill is interested in coming into the Anchor building.
Could you explain your unit mix?	We have decreased our 4-bedroom unit percentage from 80% to 22% of the overall unit mix.
What will happen to the Ponderosas in the northeast corner?	We intend to preserve as many trees as we can in this area.
Will you be pet-friendly?	Yes, we most certainly will be pet-friendly. We plan to create a joint pet park with the Canyon Pet Hospital located just east of the project site.
What about the traffic?	We are committed to providing bus passes for all of our residents. Our project site has some of the best connectivity to bus stops within the City. We hope to change people's minds on driving their cars by making public transit as easy as possible for them.
What is the height of the project?	The residential component will be 5 stories. The commercial portion will be 1 story with

	the look of a 2 story building per City requirements.
Is this only light industrial?	The existing site is heavy and light industrial.
On River Run, there are only a few true light industrial uses left. After the recession, many small industrial businesses left like the cabinetry business.	The Flagstaff Community is inevitably growing – now it's all about smart growth. It's a matter of working to plan where we want to create development now. Where do we want people to live? Don't we want them close to the City amenities, like bus stops, restaurants, commercial businesses, etc.?
You can still do affordable with the revisions?	Yes, we will dedicate 34 units to the affordable program as well as contribute $500,000 to the City's affordable housing program. The focus on smaller units will also make it more affordable for a person who doesn't need a bigger space.
Is the parking covered? How many spaces are in the garage?	The parking is only two levels, one ground floor and one raised floor with no cover over the second floor. There are 318 proposed parking spaces within the parking structure. There are 401 proposed surface parking spaces as well.
I do appreciate your responsiveness to what we've been saying and asking.	
The changes are very good. Thank you. You have answered a lot of our questions.	
End Meeting at 7:09 pm	

McGrath Real Estate Partners Multi-Family Housing & Retail
Neighborhood Meeting 5/16/2019 Sign-in Sheet

Name	Telephone	Email Address	Address
Sheila Gaida	928 8530809	guidaw004@msn.com	8770 Silver Spur Rd Flag. AZ 86004
Susan Weitzman	928 6993499	susanweitzman@mac.com	304 S Elden St Flag. AE 86001
Isha Braun		Mahakali11@gmail	275 S. River Run, #1 86001
Dan Werritt	541 647 7833	danielrichardwerritt@msn.com	1220 W Lil Bear Trail 86005
Rob Wise	928 6002841	robert_wise@icloud	2437 e elder dr
Rob Trathnigg	928-607-6431	Robtgrip@yahoo.com	314 N Beaver St, 86001
Elaine Averitt		eaveritt@flagstaffaz.gov	
Alex Bowsey			275 S. River Run Rd #2 Flagstaff, AZ 86001

City of Flagstaff

September 21, 2018

Mr. Barrett O. Kirk
McGrath Real Estate Partners
950 Corbindale Road, Suite 300
Houston, TX 77024

RE: **Notice of Decision** – PZ-17-00089-02 APRC Multi-Family & Retail Site Plan Approval

Dear Mr. Kirk:

As of the date of this correspondence, the City of Flagstaff Development Review Staff has approved, subject to the attached Conditions of Approval, Project No. PZ-17-00089-02 for the proposed construction of two 5-story multi-family buildings (238 units). This approval also includes a conceptual plan for two retail buildings as part of a horizontal mixed-use project located at 825 E Butler Ave. The Coconino County Assessor Parcel Numbers for the subject property are 104-03-005B and 104-13-002B.

Unless modified to comply with the Conditions of Approval, development of the project shall substantially conform to the approved plans as follows:

- Site Plan (Sheets CVR and SP01) and Grading, Drainage & Utility Plan (GD01) prepared by Shephard Wesnitzer, Inc. (SWI) dated September 2018.
- Conceptual Landscape Plan and Calculations prepared by Norris Design dated Sept. 6, 2018.
- Building Data, Floor Plans and Roof Plans prepared by Meeks Partners dated Aug. 23, 2018.
- Multi-Family Elevations including garage prepared by Meeks Partners dated Aug. 21, 2018.
- Conceptual Retail Elevations prepared by Vertical Design Studios dated 7/18/18 and 7/26/18.

The next step in the development process is Civil Improvement Plan ("Civil") review. Prior to Civil submittal, please contact the Development Engineering Project Manager assigned to the project, Jeremy DeGeyter, to schedule a meeting to discuss application submittal requirements, the review process, and timing of reviews. Jeremy can be reached at (928) 213-2706 or via e-mail at jdegeyter@flagstaffaz.gov.

For your information, alterations to your property may affect how your property taxes are calculated. To find out how your project may affect your property valuation for tax purposes, contact the Coconino County Assessor's Office at (928) 679-7962 or in person at 110 E Cherry Ave, Flagstaff.

We look forward to working with you and your development team through Civil Improvement Plan review, Building Permit review, construction, and completion of the approved project. Should you have any questions, comments, or concerns, please do not hesitate to contact me.

Sincerely,

Elaine Averitt

Elaine Averitt, Planning Development Manager

City of Flagstaff, Current Planning Section
P. 928-213-2616 / eaveritt@flagstaffaz.gov
Attachment: Conditions of Approval

City of Flagstaff
Community Development
Substantive Review Comments

Project Name: APRC MULTI-FAMILY & RETAIL Date: 09/21/2018
Project No.: PZ-17-00089-02
Project Address: 825 E BUTLER AVE

Application Type: Site Plan
Review Type: 3rd Substantive Review (Final Review)

Project Manager: Elaine Averitt
E-mail: eaveritt@flagstaffaz.gov
Phone: (928) 213-2616

Status of Review: Approve with Conditions
All of the following comments must be addressed in a civil plan and building plan submittal. This correspondence is being transmitted on day 50 of the 52-day Substantive Review Timeframe.

CONDITIONS OF RESUBMITTAL/COMMENTS:

Please provide a copy of these conditions with responses when submitting for either building permit or civil plan review.

Current Planning: Elaine Averitt, Approve with Conditions, 09/18/2018
Conditions of Approval:
Retail Building Elevations and Site Plan
1. Missing items to provide prior to scheduling for Planning & Zoning Commission public hearing:
a. Provide conceptual building elevations for the east retail building (south and east elevations are missing)
b. Provide west and south side elevations for the corner building. For corner building, the east elevation conceptual design is acceptable but the north elevation needs to include windows, awnings and light fixtures at the pedestrian level to meet architectural design review standards and to appear as a 1 ½ to 2-story building.
c. Previous discussions with applicant envisioned the retail building(s) as a minimum 1 ½ stories tall. Add a scale for the corner building elevations and call out building height(s). Most of the current elevations read as a 1-story building and would not be approvable for an Urban Activity Center on a Great Street. Window placement and other features could help the retail buildings read as minimum of 1 ½ stories.

2. Final architectural design and site layout will be reviewed and approved with a separate Site Plan submittal for the retail portion of this mixed use development, and will be in conformance with the approved Development Agreement and Zoning Map Amendment conditions.

3. Sheet CVR: Correct the following Project Development Information prior to scheduling for Planning & Zoning Commission public hearing:
Under Commercial: Proposed FAR/permitted FAR for the HC zone district
- The proposed FAR is 0.24 (total retail square footage/site area)
- The permitted FAR should be 3.0 (the maximum permitted FAR in the HC zone)

4. Site Plan approval is conditioned on a successful zoning map amendment and shall conform to the approved Development Agreement and all conditions of approval.

5. If any conditions of approval are added by City Council that significantly alter the current site plan, a new site plan submittal may be required.

General Comments:
1. Staff strongly recommends providing perspective elevations for the project, including the retail component, for public hearings.
2. Comment response sheet mentions signage being added above the residential clubhouse and the elevation shows conceptual signage high above the clubhouse. The Flagstaff Zoning Code sign standards considerably limit height and area of multi-family residential signs. Please refer to Table 10-50.100.060.A: Standards for Permanent Signs by Use.

Future Submittal Requirements:
1. A final complete Landscape Plan and Irrigation Plan shall be provided with Civil Engineering submittal. Hardscape areas within the civic space will be reviewed for acceptable color and/or texture. Provide cut sheets for street furniture such as benches, planters, trash cans, etc. These may be part of the landscape plan.
2. An Outdoor Lighting Plan, Lumen Calculations (part of the city's Outdoor Lighting Permit), and manufacturer's cut sheets for proposed fixtures shall be provided with the Building Plan submittal. Outdoor lighting shown on the building elevations is not approved.
3. A preliminary sign location plan shall be provided with the Building Plan submittal. Signs require a separate Sign Permit Application and review fee.
4. Provide recessed window details for the residential buildings with the Building Plan submittal.
5. Provide building material samples for the proposed "metal panels" and "stone" referenced in the material legend with Building Plan submittal.

HPC/Community Design: Heritage Preservation, Karl Eberhard, Approved, 07/31/2018
Conditions of approval: none
General Comments: none
Future Submittal Requirements: none

Engineering: Jeremy DeGeyter, Approved with Conditions, 09/13/2018
Conditions of Approval:
1. Regarding previous comment #2 (below): The existing APS box may prevent a full 6 ft sidewalk at the conflict point to the East of the driveway on Butler Ave, however the sidewalk width should be maximized at the conflict point and the sidewalk not in conflict with the APS box should be 6 ft wide. Sidewalk should be tapered at the point of conflict.

General Comments: None
Future Submittal Requirements:
1. The Condition of Approval regarding the Butler Ave sidewalk shall be reflected on the civil plan submittal.
2. The anticipated slope easement for the FUTS connector will be addressed at civil plans.

Previous Engineering comments with Comment Response provided by Applicant dated 09/06/2018:
1. A slope easement is anticipated for the FUTS in areas of significant slopes. This easement will be addressed at Civil Plans.
SWI-Comment noted.
2. Verify that new 6 ft sidewalk extends across lot frontage along Butler. Current plans appear to show new sidewalk ending prior to lot line.
SWI-This section of sidewalk in the northeast corner of the lot will be extended to the property line as a 5 ft sidewalk in order to avoid the large existing electrical box.

Fire Prevention: Kent Snide, Approved, 06/11/2018
Conditions of Approval: None
General Comments: None
Future Submittal Requirements: None

Public Works: Adam Miele, Approved, 6/12/2018

Conditions of Approval: None
General Comments: None
Future Submittal Requirements: None

Stormwater: Douglas Slover, Approved, 09/18/2018
Conditions of Site Plan Approval
1. None

General Comments
1. The Drainage Impact Analysis letter verbiage, calculations, etc. should be included as part of the final drainage report.

Future Submittal Requirements
1. Civil Submittal to include comprehensive drainage report.
2. Civil Submittal to include Operations and Maintenance Manual.

Traffic: Reid Miller, Approved with Conditions, 09/21/2018
Conditions of Approval:
1. See TIA review comments dated September 20, 2018.

General Comments: None

Future Submittal Requirements: None

Water Services: Jim Davis, Approved, 07/27/2018
Conditions of Approval: None
General Comments: None
Future Submittal Requirements: None

Building & Safety: Patrick St. Clair, Approved with Conditions
Patrick St. Clair 9/17/18 -- PZ-17-00089-02 - Site Plan Substantive #3
Conditions of Approval:
(1) A building permit is required for this application. The services of an Arizona Registered Design Professional is required.
(2) Standard building permit submittal requirements can be obtained from the CD front counter or on the City of Flagstaff web page: http://www.flagstaff.az.gov/494/Building-Safety
(3) Civil and Grading plans will need to be submitted separately. Do not include in plans submitted for building permit.
(4) An approved building permit will not be issued until a Rough Grading Certificate has been received and approved by the Engineering Department.
(5) This project will be reviewed under the 2012 International Codes, 2011 NEC, the City of Flagstaff 2013 Building Code Amendments, and the 2009 IECC. Please note that the City of Flagstaff has plans to adopt the 2018 I-code suite in October of 2018 with a (3) month grace period. Please visit the COF website for more information.
(6) The Building and Safety department has agreed with the designer that the third floor connector will not require an

occupancy classification and shall be of non-combustible construction and structurally independent of either building it connects.
(7) Public parking structures shall conform to IBC section 406.4 and 1021.

General Comments:
(8) The Building and Safety department and architect/owner of this project have already had preliminary meetings to discuss fire related construction and detail issues. Currently the Building and Safety department have preliminarily approved some fire resistive detailing for the project and there is an existing meeting minutes letter passing between Building and Safety and the architect to finalize additional construction details that will be acceptable at building permit. This letter is available for review - contact Patrick St. Clair at 928-213-2646 for additional information.
(9) ADA parking stall shall be a minimum 11 foot wide with a minimum 5 foot access isle on the right side of the stall. The parking stall access shall not go behind the parking stall. The access is to be shown on the working drawing site plan for plan review prior to issuing building permits.

Future Submittal Requirements:
(10) A geotechnical soils report with foundation recommendations is required for submittal of building permits when the project is commercial or more than two residential units. One copy must go to the plans examiners.
(11) At building permit submittal please provide the following Project Data information:
a) Proposed occupancy groups; indicate each area (SF) and verify any special requirements per occupancy group from IBC Chapter 4.
b) Note the intended construction type per IBC tables 601, 602 and section 705.5.
c) Demonstrate compliance with IBC table 705.8 for allowable exterior wall openings based on fire separation distance and opening protection.
d) Demonstrate compliance with IBC Table 503 for allowable height and area and IBC Section 506 for building area modifications. Note any modifications taken for additional allowable area or story increase.
e) Note any fire separation requirements between occupancies dictated by IBC Tables 504.8 and 509.
f) Indicate fire barriers or horizontal assemblies required per IBC 508.4.4.1.
g) Indicate if the project is intended to have any deferred submittals and indicate any special inspections required.
h) Indicate the accessible route to public way per IBC section 1007.
i) Per IBC section 705.3, please indicate the intended imaginary property lines between the various structures/buildings on the site for fire separation and rating coordination.
j) Show the intended finished floor elevation of the new structure.
k) ADA accessible units to be in accordance with the Fair Housing Act.
l) Fire walls complying with IRC 706.4 will be required if the building areas exceed those allowable in table 503 or exit access travel distances exceed the distances allowed in table 1016.2.
(12) The Building & Safety Program reserves the right to make additional comments during actual plan submittal and review of building permit applications.

Housing: Jennifer Mikelson, Approved, 05/25/2018. See comments under zoning map amendment submittal.
Conditions of Approval: None
General Comments: None
Future Submittal Requirements: None

PLOTTED: Sep 05, 2018–5:33pm

SITE PLAN
FOR
McGRATH REAL ESTATE PARTNERS
MULTI-FAMILY HOUSING & RETAIL
FLAGSTAFF, ARIZONA

LOCATED IN SECTION 22, TOWNSHIP 21 NORTH,
RANGE 7 EAST, GILA AND SALT BASE AND
MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

CITY CONCEPT APPROVAL

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS AND OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

CITY ENGINEER:

BY: _____ DATE:

CITY PUBLIC WORKS DIRECTOR

BY: _____ DATE:

CITY WATER SERVICES DIRECTOR

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.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY: _____ DATE:

UNISOURCE ENERGY SERVICES

BY: _____ DATE:

CENTURYLINK

BY: _____ DATE:

ALTICE U.S.A

BY: _____ DATE:

UTILITY COMPANY CONTACTS

APS
CONTACT: RYAN WIESNER
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
RYAN.WIESNER@APS.COM
PHONE: (928) 773–6447

CENTURYLINK
CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@CENTURYLINK.COM
PHONE: (928) 779–4935

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226–2269

ALTICE USA
CONTACT: SANFORD YAZZIE
1601 SOUTH PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266–0672

RESOURCE PRESERVATION

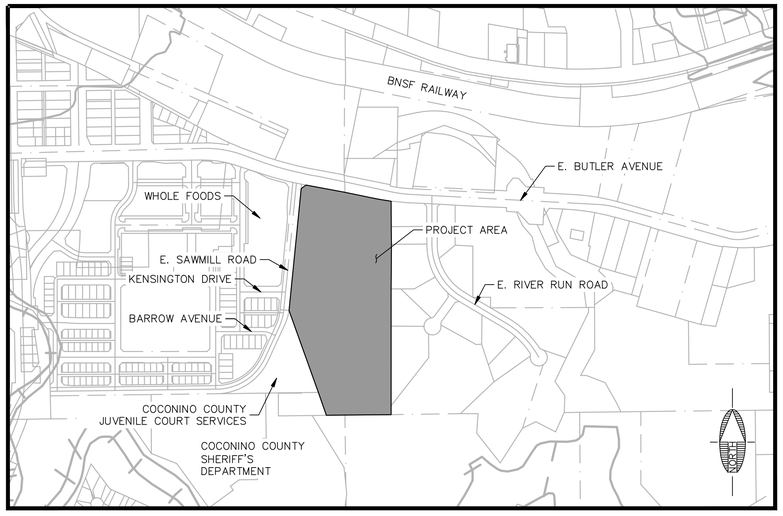
THE PROJECT DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE AND DOES NOT REQUIRE A RESOUCE PROTECTION PLAN.

FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6809G, EFFECTIVE SEPTEMBER 2, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SOURCE OF PROJECT INFORMATION

BOUNDARY INFORMATION PROVIDED BY NORTHLAND EXPLORATION SURVEYS, INC., DATED MARCH 30, 2017. TOPOGRAPHIC INFORMATION BASED ON COOPER AERIAL SURVEY, DATED APRIL 5, 2018. SUPPLEMENTAL TOPOGRAPHIC INFORMATION PROVIDED BY SWI, DATED APRIL 13, 2018. SUPPLEMENTAL TREE SURVEY INFORMATION PROVIDED BY SWI, DATED JUNE 27, 2017.



VICINITY MAP
N.T.S.

SHEET INDEX		
SHEET NO.	DWG. NO.	SHEET TITLE
1	CVR	COVER SHEET
2	SP01	CIVIL SITE PLAN
3	GD01	GRADING, DRAINAGE, & UTILITY PLAN

PROJECT DEVELOPMENT INFORMATION:

PERMITTED DWELLING UNITS PER ACRE (HR ZONE) = MIN. 13 DU/MAX. 29 DU
PROPOSED DWELLING UNITS PER ACRE (HR ZONE) = 19.4 DU

PERMITTED FAR (HC ZONE) = MIN. 1.0
PROPOSED FAR (HC ZONE) = 4.1

PERMITTED MAX. HEIGHT (HR ZONE) = 60' (WITH ALLOWABLE 5' INCREASE TO 65' FOR UNINHABITABLE SPACES)
PROPOSED MAX. HEIGHT (HR ZONE) = 65' (WITH TOWERS EXISTING 60' WHILE USING 6:12 ROOF SLOPE PER CODE)

PERMITTED MAX. HEIGHT (HC ZONE) = 60'
PROPOSED MAX. HEIGHT (HC ZONE) = 32'–8" (TO TOP OF TOWER)

PROPOSED NUMBER OF FLOORS (HC ZONE) = 1 STORY
PROPOSED NUMBER OF FLOORS (HR ZONE) = 5 STORIES

MINIMUM REQUIRED SETBACKS FOR HC ZONE: 0' FOR ALL SETBACKS
(WHEN NOT ADJACENT TO RESIDENTIAL)

MINIMUM REQUIRED SETBACKS FOR HR:
FRONT, 2ND FLOOR AND BELOW=10'
FRONT, ABOVE 2ND FLOOR=15'
SIDE=5'
REAR=15'

PROJECT OWNER:

WENDT BUSINESS PARK LLC
7936 W. REDBIRD ROAD
PEORIA, AZ 85383

PROJECT DEVELOPER:

McGRATH REAL ESTATE PARTNERS
CONTACT: BARRETT O. KIRK
950 CORBINDALE ROAD, STE.#300
HOUSTON, TX 77024
(713) 782–5800

PROJECT ARCHITECT:

MEEKS & PARTNERS
CONTACT: RYAN MEEKS
16000 MEMORIAL DRIVE, STE.#100
HOUSTON, TX 77079
(281) 558–8787

PROJECT ENGINEER:

SHEPHARD WESNITZER INC.
CONTACT: STEPHEN IRWIN
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773–0354

PROPERTY INFORMATION:

APN#: 104–03–005B (±7.20 AC)
825 E. BUTLER AVENUE
FLAGSTAFF, AZ 86001
ZONING: HEAVY INDUSTRIAL (HI)

APN#: 104–13–002B (±7.31 AC)
829 E. BUTLER AVENUE
FLAGSTAFF, AZ 86001
ZONING: LIGHT INDUSTRIAL (LI)

LEGEND

- ROW
- EASEMENT
- 8"SS — GRAVITY SEWER LINE
- 8"W — PUBLIC WATER LINE
- STORM DRAIN PIPE
- LOT BOUNDARY
- FIRE HYDRANT
- WATER METER
- SEWER MANHOLE
- STORM DRAIN MANHOLE
- STORM DRAIN GRATE
- RPA — REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY
- GATE VALVE
- DRAINAGE ARROW
- PROPOSED LID POND
- 4"SS — PROPOSED SEWER SERVICE
- 4"W — PROPOSED WATER SERVICE
- EX. LOT LINE
- EX. EASEMENT
- EX. 100–YR FLOODPLAIN
- EX. INTERMEDIATE CONTOUR
- 6945 — EX. INDEX CONTOUR
- 12"W — EX. WATER LINE
- EX. SEWER LINE
- G — EX. GAS
- S — EX. STORM DRAIN
- UGE — EX. UNDERGROUND UTIL.
- OHE — EX. OVERHEAD UTIL.
- SECTION LINE
- EX. ROAD STRIPING
- WV — EX. WATER VALVE
- EX. IRRIGATION
- EX. SIGNAGE
- EX. LIGHT POLE
- SCE874178 — EX. ELECTRIC BOX
- EX. DRAINAGE ARROW

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project #PZ-17-00089

MCGRATH MULTI–FAMILY HOUSING & RETAIL
FLAGSTAFF ARIZONA

COVER SHEET

JOB NO: 17113
DATE: SEP 18
SCALE: AS SHOWN
DRAWN: KMB
DESIGN: KMB
CHECKED: SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swiaz.com
Shephard Wesnitzer, Inc.

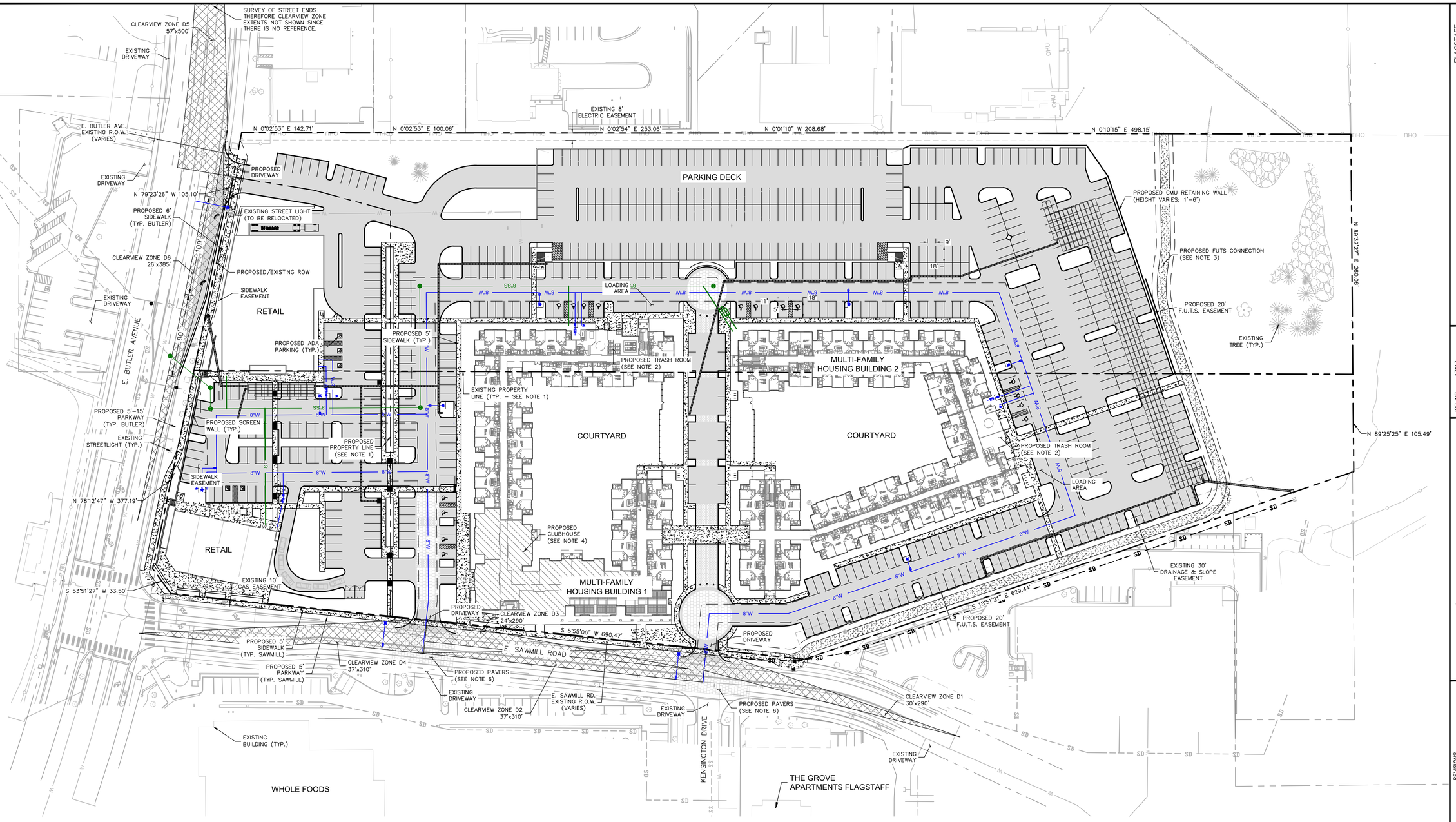
Call at least two full working days before you dig in Arizona
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8–1–1 or 1–800–STAKE–IT (782–5348)

DRAWING NO.
CVR

SHT NO. 1 OF 3

FILE: P:\2017\17113\DRAWINGS\SITE PLANS\17113–COVER.DWG KBAYER

PLOTTED: Sep 05, 2018–5:33pm



DRIVEWAY CLEAR VIEW ZONE CALCULATIONS

ID #	MAJOR STREET	MANEUVER DIRECTION	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)
D1	East Sawmill Road	Right	30	6.5	Yes	No	1	6.5	290	200
D2	East Sawmill Road	Left	30	7.5	Yes	Yes	2	7.0	310	200
D3	East Sawmill Road	Right	30	6.5	Yes	No	1	6.5	290	200
D4	East Sawmill Road	Left	30	7.5	Yes	Yes	2	7	310	200
D5	East Butler Avenue	Left	40	7.5	Yes	Yes	3	8.5	500	200
D6	East Butler Avenue	Right	40	6.5	Yes	No	1	6.5	385	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 9-54 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.

MULTI–FAMILY HOUSING PROJECT DATA:

GROSS PARCEL AREA: 539,672 SF

TOTAL SQUARE FOOTAGE (MULTI–FAMILY HOUSING): 397,000 SF

GROSS AREA (MULTI–FAMILY HOUSING): 370,000 SF
GROSS AREA (INCLUDING AMENITIES): 397,000 SF

NET AREA (MULTI–FAMILY HOUSING): 306,000 SF
NET AREA (INCLUDING AMENITIES): 321,000 SF

TOTAL UNITS 238

PARKING
TOTAL PARKING REQUIRED = 606 MIN
= 636 MAX (5% OVERPARKED)

TOTAL PARKING PROVIDED = 749 SPACES
431 SURFACE SPACES
318 STRUCTURED SPACES

TOTAL BIKE STORAGE PROVIDED = 256 SPACES (INTERIOR)
& 22 SPACES (EXTERIOR)

RETAIL PROJECT DATA:

GROSS PARCEL AREA: 92,383 SF

PAD A BUILDING AREA: 15,000 SF
PAD B BUILDING AREA: 7,300 SF
TOTAL: 22,300 SF

PARKING
PAD A (GENERAL RETAIL) = 1 PER 300 SF
PAD A REQUIRED PARKING = 50 SPACES

PAD B (RESTAURANT) = 1 PER 100 SF + 1 PER EMPLOYEE
PAD B REQUIRED PARKING = 27 SPACES
PAD B (GENERAL RETAIL) = 1 PER 300 SF
PAD B REQUIRED PARKING = 18 SPACES

INDIVIDUAL PARKING	REQUIRED	PROVIDED
STANDARD		
ACCESSIBLE PER ADA	5	5
TOTAL PARKING	95	99

TOTAL BIKE STORAGE PROVIDED = 5 EXTERIOR SPACES

NOTES:
1. A LOT COMBINATION WILL BE COMPLETED WITH FINAL DESIGN.
2. TRASH WILL BE COLLECTED AND COMPACTED INTERNALLY WITHIN A TRASH ROOM, AND TRASH–PICK UP WILL BE ACCOMMODATED ON–SITE IN AN AREA REMOTE FROM ADJACENT FRONTAGES ALONG BUTLER AND SAWMILL.
3. THE PROPOSED 10' FUTS TRAIL IS SHOWN CONCEPTUALLY. ASSET PLUS AND THE CITY SHALL COORDINATE GRADING AND TRAIL ALIGNMENT.
4. BIKE STORAGE WILL BE PROVIDED WITHIN THE CLUBHOUSE LAYOUT.
5. ROOF DRAIN LOCATIONS WILL BE FINALIZED DURING FINAL DESIGN.
6. COLORED PAVERS WILL BE PROVIDED IN THE PROPOSED INTERSECTIONS AS SHOWN TO PROVIDE A SAFER CROSSING FOR PEDESTRIANS BETWEEN THE PROPOSED PROJECT AND THE EXISTING DEVELOPMENT TO TO THE WEST.

NORTH

SCALE 1" : 50'
0 25 50

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project #PZ-17-00089

FLAGSTAFF ARIZONA

MCGRATH MULTI–FAMILY HOUSING & RETAIL

CIVIL SITE PLAN

JOB NO:	17113
DATE:	SEP 18
SCALE:	AS SHOWN
DRAWN:	KMB
DESIGN:	KMB
CHECKED:	SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.6934 fax
www.SWIAZ.com

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.
SP01

SHT NO. 2 OF 3

FILE: P:\2017\17113\DRAWINGS\SITE PLANS\17113–SITE PLAN.DWG KBAYER

PLOTTED: Sep 05, 2018–5:33pm

GRADING, DRAINAGE, & UTILITY PLAN

MCGRATH MULTI–FAMILY HOUSING & RETAIL

FLAGSTAFF ARIZONA

EXISTING 8' ELECTRIC EASEMENT

EXISTING OVERHEAD ELECTRIC (TYP.)

PARKING DECK

EXISTING FIRE HYDRANT (TO BE RELOCATED)

PROPOSED FIRE HYDRANT

EXISTING FIRE HYDRANT (TO BE REMOVED & SALVAGED PER C.O.F. ENGINEERING STDS.)

EXISTING 10" FIRE LINE (TO BE ABANDONED PER C.O.F. ENGINEERING STDS.)

EXISTING FIRE LINE DETECTOR CHECK VALVE (TO BE ABANDONED PER C.O.F. ENGINEERING STDS.)

EXISTING WATER METER & VAULT (TO BE ABANDONED PER C.O.F. ENGINEERING STDS.)

EXISTING 24" CMP

EXISTING 8" SEWER

EXISTING/PROPOSED STORMWATER DISCHARGE POINT FOR NORTHERN PORTION OF SITE TO EX. STORM DRAIN WHICH ULTIMATELY DRAINS TO THE RIO DE FLAG

EXISTING WATER METER (TO BE ABANDONED PER C.O.F. ENGINEERING STDS.)

PROPOSED CONNECTION TO EXISTING SEWER MANHOLE PER C.O.F. ENG STDS.

RETAIL FFE:6886.00

RETAIL FFE:6886.35

PROPOSED 8" SEWER (TYP.)

PROPOSED SEWER MANHOLE (TYP.)

PROPOSED 8" WATER (TYP.)

PROPOSED 6" SEWER SERVICE

PROPOSED 4" WATER SERVICE & METER

PROPOSED 6" FIRE LINE

PROPOSED REMOTE FDC

PROPOSED LINT INTERCEPTOR

PROPOSED UNDERGROUND LID BASIN
LID VOLUME REQUIRED:1,565 CF
LID VOLUME PROVIDED:1,565 CF

PROPOSED 3" WATER SERVICE, RPA & METER

PROPOSED 6" SEWER SERVICE

PROPOSED 15' P.U.E.

PROPOSED 26' P.U.E.

PROPOSED 8' P.U.E.

PROPOSED 6' P.U.E.

PROPOSED 20' P.U.E.

EXISTING FIRE HYDRANT

EXISTING 10" WATER MAIN

EXISTING 30" WATER MAIN

EXISTING 10' GAS EASEMENT

EXISTING GAS FACILITIES (TO BE RELOCATED)

EXISTING GAS LINE (TYP.)

PROPOSED TRASH ENCLOSURE PER C.O.F. ENG. STNDS.

E. BUTLER AVENUE

E. SAWMILL ROAD

COURTYARD

COURTYARD

MULTI-FAMILY HOUSING BUILDING 1 FFE:6885.50

MULTI-FAMILY HOUSING BUILDING 2 FFE:6885.50

PROPOSED CMU RETAINING WALL (HEIGHT VARIES: 1'–6")

PROPOSED FUTS CONNECTION (SEE NOTE 3)

PROPOSED 20' F.U.T.S. EASEMENT

20' P.U.E. (TYP.)

PROPOSED UNDERGROUND DETENTION/LID BASIN
LID/DETENTION VOLUME REQUIRED: 19,812 CF
LID/DETENTION VOLUME PROVIDED: 24,397 CF

PROPOSED ULTIMATE STORMWATER DISCHARGE POINT FOR SOUTHERN PORTION OF SITE WHICH ULTIMATELY DRAINS TO THE RIO DE FLAG

EXISTING ULTIMATE STORMWATER DISCHARGE POINT FOR SOUTHERN PORTION OF SITE

EXISTING GAS FACILITIES (TO BE REMOVED)

EXISTING 30' DRAINAGE & SLOPE EASEMENT

EXISTING STORM DRAIN

EXISTING GAS FACILITIES (TO BE REMOVED)

EXISTING DRAINAGE STRUCTURE (TO BE REMOVED)

EXISTING DRAINAGE STRUCTURE (TYP.)

PROPOSED/EXISTING STORMWATER DISCHARGE POINT FOR DRIVEWAY

PROPOSED CONNECTION TO EXISTING 10" WATER PER C.O.F ENG. STDS.

EXISTING FIRE HYDRANT (TO BE REMOVED & SALVAGED PER C.O.F. ENGINEERING STDS.)

PROPOSED CONNECTION TO EXISTING 10" WATER PER C.O.F. ENG. STDS.

PROPOSED FIRE HYDRANT

EXISTING BUILDING (TYP.)

KENSINGTON DRIVE

WHOLE FOODS

THE GROVE APARTMENTS FLAGSTAFF

Site Plan LID/Detention Pond Volume

LID Basin	Required Detention Volume (cf)	Provided Detention Volume (cf)
B1	-6,403	1,565
B2	19,812	24,397
TOTAL	13,409	25,962

Site Plan Impervious Areas & LID Analysis

						LID Required Depth (ft)
						0.0833
Basin ID	Existing Basin Area (sf)	Proposed Basin Area (sf)	Existing Basin Impervious Area for LID (sf)	Proposed Basin Impervious Area for LID (sf)	Net Impervious Area (sf)	Required 1" LID Volume Based on Impervious Net Area (cf)
B1	324,296	259,489	190,123	199,579	9,456	788
B2	307,759	372,566	120,051	152,974	32,923	2,744
TOTAL	632,055	632,055	310,174	352,553	42,379	3,532

Notes:

1) Gross required 1" LID volume is for impervious area including proposed streets, parking, sidewalks and buildings.

NOTES:
1. A LOT COMBINATION WILL BE COMPLETED WITH FINAL DESIGN.
2. TRASH WILL BE COLLECTED AND COMPACTED INTERNALLY WITHIN A TRASH ROOM, AND TRASH–PICK UP WILL BE ACCOMMODATED ON–SITE IN AN AREA REMOTE FROM ADJACENT FRONTAGES ALONG BUTLER AND SAWMILL.
3. THE PROPOSED 10' FUTS TRAIL IS SHOWN CONCEPTUALLY. ASSET PLUS AND THE CITY SHALL COORDINATE GRADING AND TRAIL ALIGNMENT.
4. BIKE STORAGE WILL BE PROVIDED WITHIN THE CLUBHOUSE LAYOUT.
5. ROOF DRAIN LOCATIONS WILL BE FINALIZED DURING FINAL DESIGN.

NORTH

SCALE 1" : 50'
0 25 50

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project #PZ-17-00089

JOB NO:	17113
DATE:	SEP 18
SCALE:	AS SHOWN
DRAWN:	KMB
DESIGN:	KMB
CHECKED:	SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

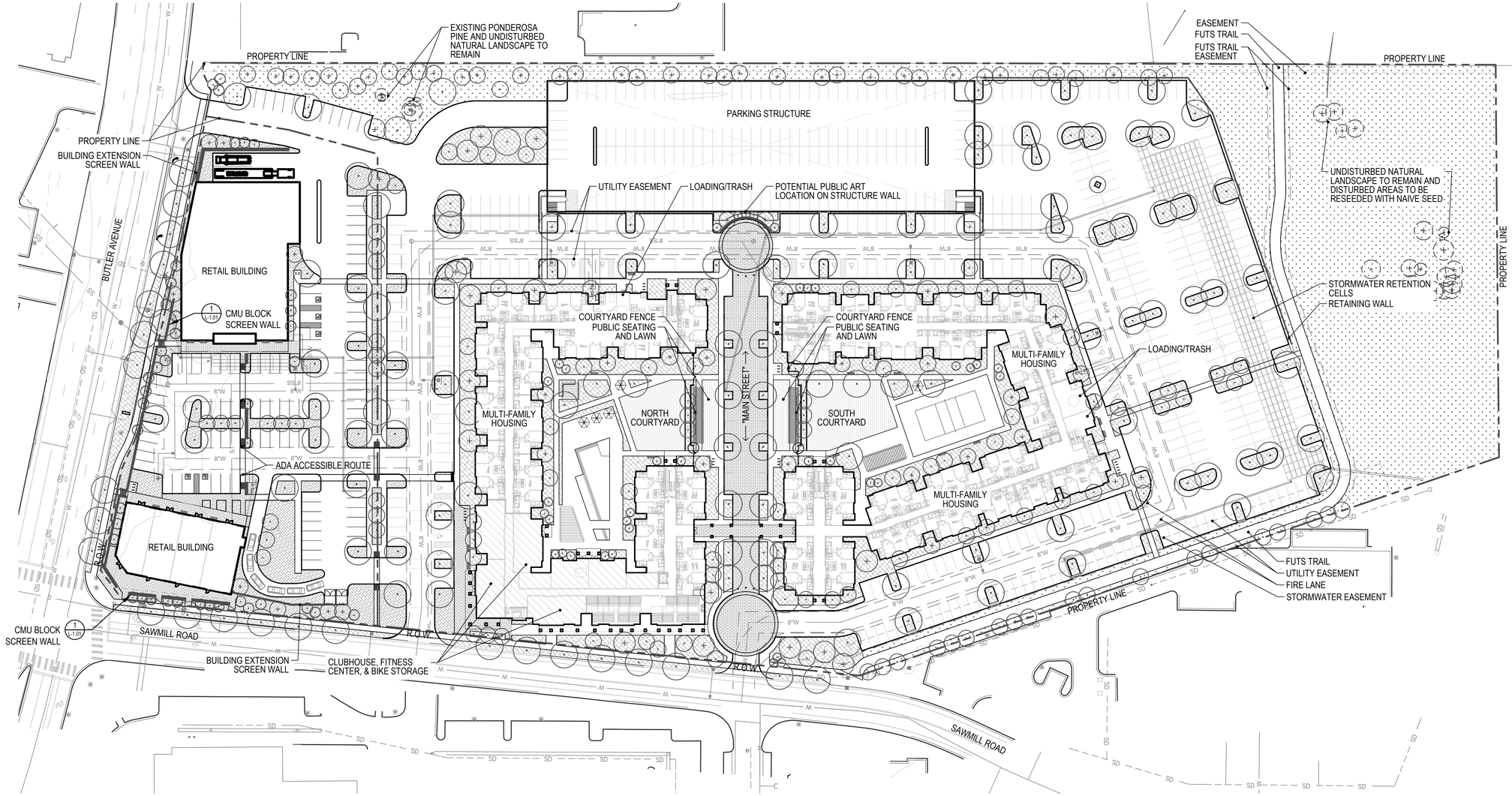
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.6934 fax
www.swaz.com

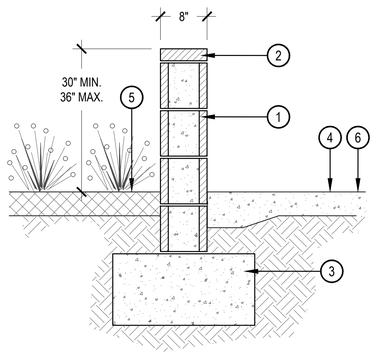
Call at least two full working days before you dig, it's the law.
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

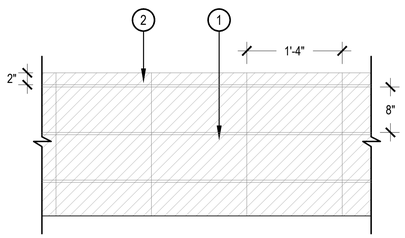
DRAWING NO. GD01

SHT NO. 3 OF 3

FILE: P:\2017\17113\DRAWINGS\SITE PLANS\17113-SITE PLAN.DWG KBAYER







1. CMU BLOCK TO COMPLIMENT RETAIL MASONRY
2. 2" CMU CAP TO COMPLIMENT RETAIL MASONRY
3. CONCRETE FOOTER TO BE DESIGNED BY STRUCTURAL
4. ADJACENT CONCRETE FLATWORK
5. ADJACENT LANDSCAPING
6. FINISH GRADE

1 CMU BLOCK SCREEN WALL

SCALE: 1" = 1'-0"

LEGEND

- CANOPY TREE
- EVERGREEN TREE
- LARGE ORNAMENTAL TREE
- SMALL ORNAMENTAL TREE
- EXISTING EVERGREEN TREE
- EXISTING DECIDUOUS TREE
- SCREEN/RETAINING WALL
- LANDSCAPE BED
- SOD
- NATIVE SEED/ UNDISTURBED NATIVE
- *ENHANCED PAVING
- BENCH
- BIKE RACKS
- TABLE WITH UMBRELLA
- FIRE FEATURE

*ENHANCED PAVING TO BE CONCRETE PAVERS OR COLORED CONCRETE, DESIGNED TO COMPLIMENT BUILDING CHARACTER AND COLOR

NORTH

0 25' 50' 100'

SCALE: 1"=50'-0"

CHECKED BY: AH
DRAWN BY: KW

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Suite 260
Flagstaff, AZ 86001
P 928.233.3021
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APRC MULTI-FAMILY

LANDSCAPE CONCEPT PLAN

UPDATED FOR 05.01.18 SITE PLAN

Asset Plus Realty Corporation

OWNER:

Barrett O. Kirk
950 Corbindale Road, Ste. 300
Houston, TX 77024
713.782.5800

NOT FOR CONSTRUCTION

DATE:

CONCEPT PLAN 09.06.18

SHEET TITLE:

LANDSCAPE PLAN

L-1.01

SITE LANDSCAPE CALCULATIONS

LOT 1 - RESIDENTIAL 12.27 ACRES				
		REQUIRED	MINIMUM SIZE REQUIRED	PROVIDED
STREET BUFFER (10' WIDTH)				
TOTAL L.F. 500	TREES SHRUBS GROUNDCOVER EXISTING TREES*	1 PER 25 LINEAR FEET = 20 2 PER TREE = 40 2 PER TREE = 40	15 GALLON** 5 GALLON 1 GALLON	20 TBD TBD 0
PERIPHERAL BUFFER				
TOTAL L.F. 1390	TREES SHRUBS GROUNDCOVERS EXISTING TREES	1 PER 25 LINEAR FEET = 56 2 PER TREE = 112 2 PER TREE = 112	15 GALLON** 5 GALLON 1 GALLON	56 TBD TBD 0
PARKING AREA				
TOTAL PARKING SPACES 431	TREES SHRUBS GROUNDCOVERS MIN. INTERIOR LANDSCAPED AREA	2 EVERY 8 PARKING SPACE = 108 2 PER TREE = 216 2 PER TREE = 216 30sf PER SPACE = 12,930sf	15 GALLON** 5 GALLON 1 GALLON	109 TBD TBD 20,675sf
BUILDING FOUNDATION - RESIDENTIAL				
TOTAL L.F. 2,133	TREES SHRUBS GROUNDCOVERS	1 PER 25 LINEAR FEET = 85 2 PER TREE = 170 2 PER TREE = 170	15 GALLON** 5 GALLON 1 GALLON	87 TBD TBD

LOT 2 - RETAIL 2.24 ACRES				
		REQUIRED	MINIMUM SIZE REQUIRED	PROVIDED
STREET BUFFER (10' WIDTH)				
TOTAL L.F. 706	TREES SHRUBS GROUNDCOVER EXISTING TREES*	1 PER 25 LINEAR FEET = 28 2 PER TREE = 56 2 PER TREE = 56	15 GALLON** 5 GALLON 1 GALLON	28 TBD TBD 0
PARKING AREA				
TOTAL PARKING SPACES 82	TREES SHRUBS GROUNDCOVERS MIN. INTERIOR LANDSCAPED AREA	2 EVERY 8 PARKING SPACE = 21 2 PER TREE = 42 2 PER TREE = 42 30sf PER SPACE = 2,460sf	15 GALLON** 5 GALLON 1 GALLON	22 TBD TBD 4,471sf
PARKING LOT SCREENING				
TOTAL PARKING SPACES ADJACENT TO ROADWAYS 9	SHRUBS	2 SHRUBS PER PARKING SPACE = 18 (~80% VISUAL SCREENING MIN. HEIGHT = 3.5 FEET)	5 GALLON	TBD
BUILDING FOUNDATION - WEST				
TOTAL L.F. 355	TREES SHRUBS GROUNDCOVERS	1 PER 25 LINEAR FEET = 14 2 PER TREE = 28 2 PER TREE = 28	15 GALLON** 5 GALLON 1 GALLON	17 TBD TBD
BUILDING FOUNDATION - EAST				
TOTAL L.F. 514	TREES SHRUBS GROUNDCOVERS	1 PER 25 LINEAR FEET = 21 2 PER TREE = 42 2 PER TREE = 42	15 GALLON** 5 GALLON 1 GALLON	21 TBD TBD

HYDROZONE 1: OASIS ZONE ALLOWANCE		
	MAXIMUM ALLOWANCE	PROVIDED
LOT 1 - RESIDENTIAL	23,100sf (100sf PER UNIT)	11,639sf
LOT 2 - RETAIL	2,276sf (2.5% OF TOTAL AREA)	0sf (0.0% OF TOTAL AREA)

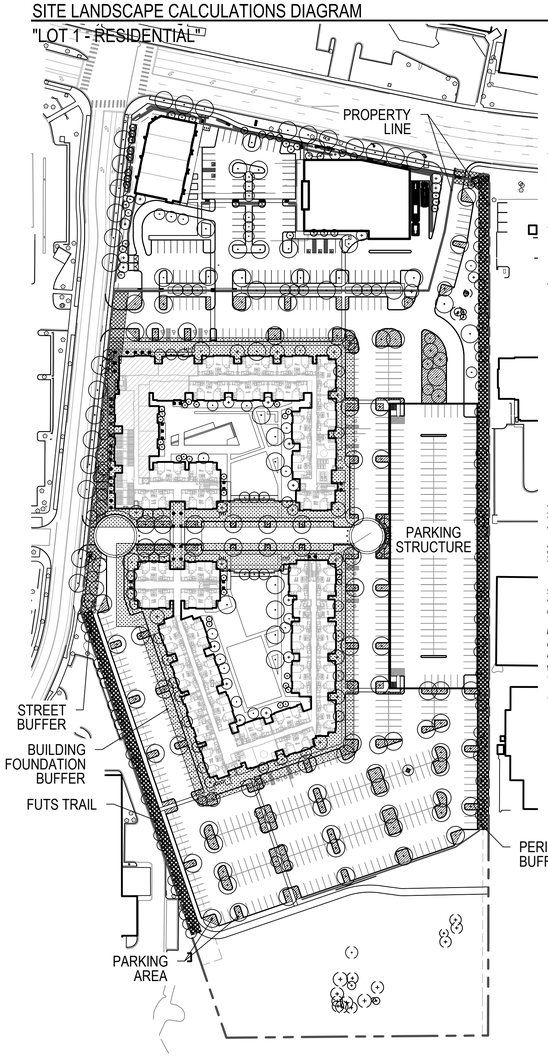
QUANTITATIVE LANDSCAPE DESIGN PARAMETERS - R.O.W.

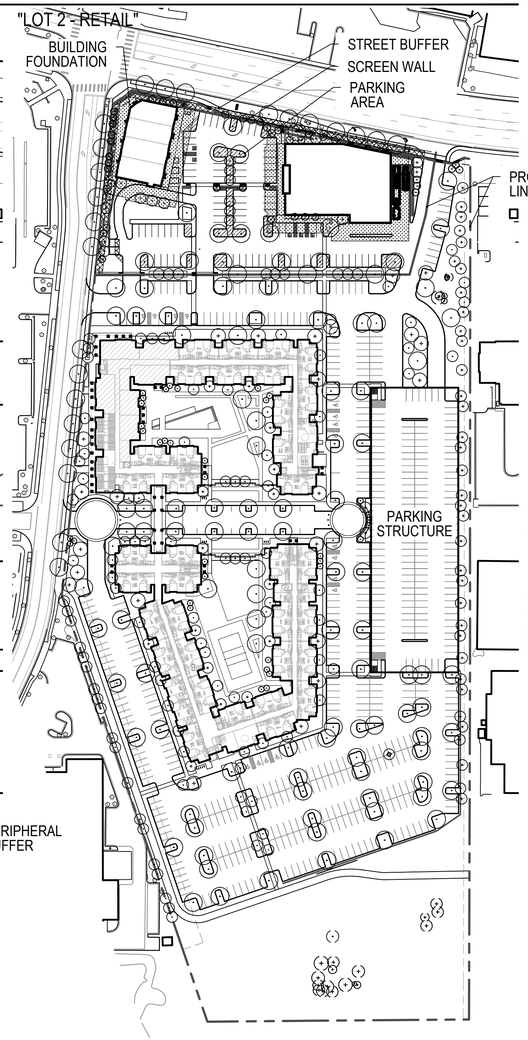
T-5: HIGHER DENSITY MIXED-USE AREA - COMMERCIAL PREVALENT		
	PARKWAYS, TREE WELLS	MEDIANS
TYPE DENSITY PLACEMENT	MAX. TWO TYPES PER ROAD SEGMENT 1 PER 45 FEET 45 FT O.C. (AS PRACTICAL)	MAX. TWO TYPES PER ROAD SEGMENT 1 PER 45 FEET 45 FT O.C. (AS PRACTICAL)
SHRUBS	PARKWAYS, TREE WELLS	MEDIANS
TYPE DENSITY PLACEMENT	NONE NONE NONE	1 PER 50 PLANTS TO MAX. 5 TYPES MIN. 15% PER TYPE MIN. 75% COVERAGE AT MATURITY LESS GROUNDCOVER SPECIES APPROPRIATE SPACING WITH DIAMOND PATTERN
GROUNDCOVER	PARKWAYS, TREE WELLS	MEDIANS
TYPE DENSITY PLACEMENT	PER T-4 (TREE WELLS FOR MEDIANS) PER T-4 (TREE WELLS FOR MEDIANS) PER T-4 (TREE WELLS FOR MEDIANS)	1 PER 500 PLANTS TO MAX. 5 TYPES MIN. 15% PER TYPE MIN. 75% COVERAGE AT MATURITY LESS SHRUBS SPECIES APPROPRIATE SPACING WITH DIAMOND PATTERN

* EACH EXISTING TREE THAT IS 6"-10" IN DIAMETER AT BREAST HEIGHT (DBH) MAY SUBSTITUTE FOR THE REQUIREMENT OF ONE LANDSCAPE TREE. EACH EXISTING TREE THAT IS 10"-18" DBH MAY SUBSTITUTE FOR THE REQUIREMENT OF TWO LANDSCAPE TREES. EACH EXISTING TREE THAT IS 18" DBH MAY SUBSTITUTE FOR THE REQUIREMENT OF THREE LANDSCAPE TREES. FOR EACH EXISTING TREE RETAINED IN A LANDSCAPE AREA, THE REQUIREMENT FOR SHRUBS AND GROUNDCOVERS ASSOCIATED WITH THAT TREE WILL BE WAIVED. (CITY OF FLAGSTAFF LANDSCAPING STANDARDS SECTION 10-50.60.050.A)
** EACH PROPOSED NATIVE TREE TO BE 15 GAL MINIMUM, EACH PROPOSED NON-NATIVE TREE TO BE 6' TALL OR 2" CAL MINIMUM.

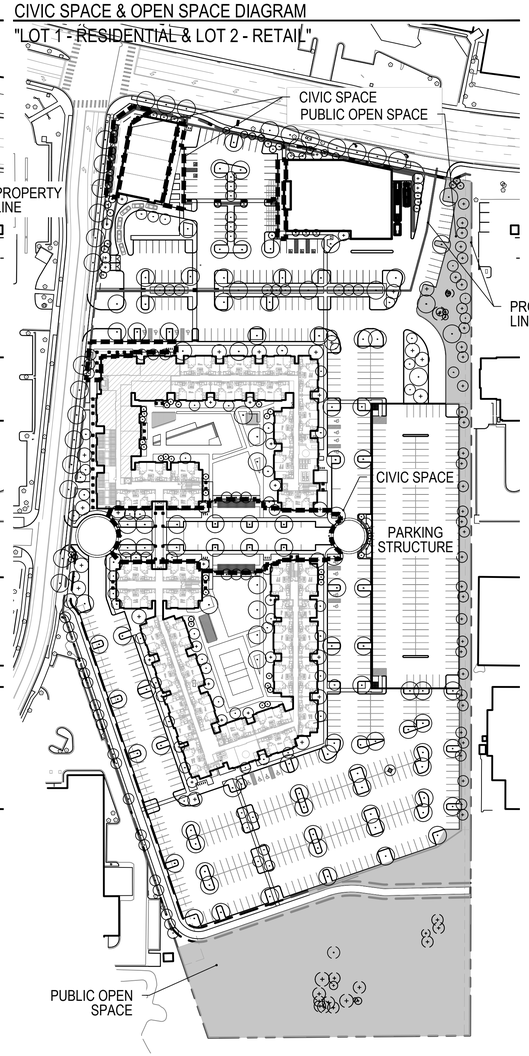
CHECKED BY: AH
DRAWN BY: KW

SITE LANDSCAPE CALCULATIONS DIAGRAM





CIVIC SPACE & OPEN SPACE DIAGRAM



LEGEND

STREET BUFFER | PARKING AREA | *PERIPHERAL BUFFER | BUILDING FOUNDATION | OUTDOOR PEDESTRIAN AMENITY SPACE/CIVIC SPACE | PUBLIC OPEN SPACE

NORTH

SCALE: 1"=100'

SITE DEVELOPMENT REQUIREMENTS - LOT 1 RESIDENTIAL 534,449 SF / 2.24 ACRES		
	REQUIRED	PROVIDED
PEDESTRIAN AMENITY SPACE/CIVIC SPACE	26,722sf (5.0% OF TOTAL AREA)	27,672sf (5.2% OF TOTAL AREA)
OPEN SPACE	80,167sf (15.0% OF TOTAL AREA)	101,615sf (19.0% OF TOTAL AREA)

SITE DEVELOPMENT REQUIREMENTS - LOT 2 RETAIL 97,605 SF / 12.27 ACRES		
	REQUIRED	PROVIDED
PEDESTRIAN AMENITY SPACE/CIVIC SPACE	4,880sf (5.0% OF TOTAL AREA)	6,213sf (6.4% OF TOTAL AREA)

CONCEPT LANDSCAPE PLAN NOTES

1. ALL LANDSCAPE AREAS ARE TO BE LANDSCAPE BED. SHRUBS AND TREES SHALL BE CHOSEN FROM THE CITY OF FLAGSTAFF PLANT LIST.
2. AREA DESIGNATED AS CIVIC SPACE AND LANDSCAPING (INCLUDING SOD) AT THE CORNER OF BUTLER AND SAWMILL WILL BE CLASSIFIED AS HYDROZONE 1-OASIS ZONE. ALL OTHER LANDSCAPE WILL BE CLASSIFIED AS HYDROZONE 2 - TRANSITION ZONE.

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Suite 260
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P 928.233.3021
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APRC MULTI-FAMILY

LANDSCAPE CONCEPT PLAN

UPDATED FOR 05.01.18 SITE PLAN

Asset Plus Realty Corporation

OWNER:
Barrett O. Kirk
950 Corbindale Road, Ste. 300
Houston, TX 77024
713.782.5800

NOT FOR CONSTRUCTION

DATE:

CONCEPT PLAN 09.06.18

SHEET TITLE:
LANDSCAPE CALCULATIONS

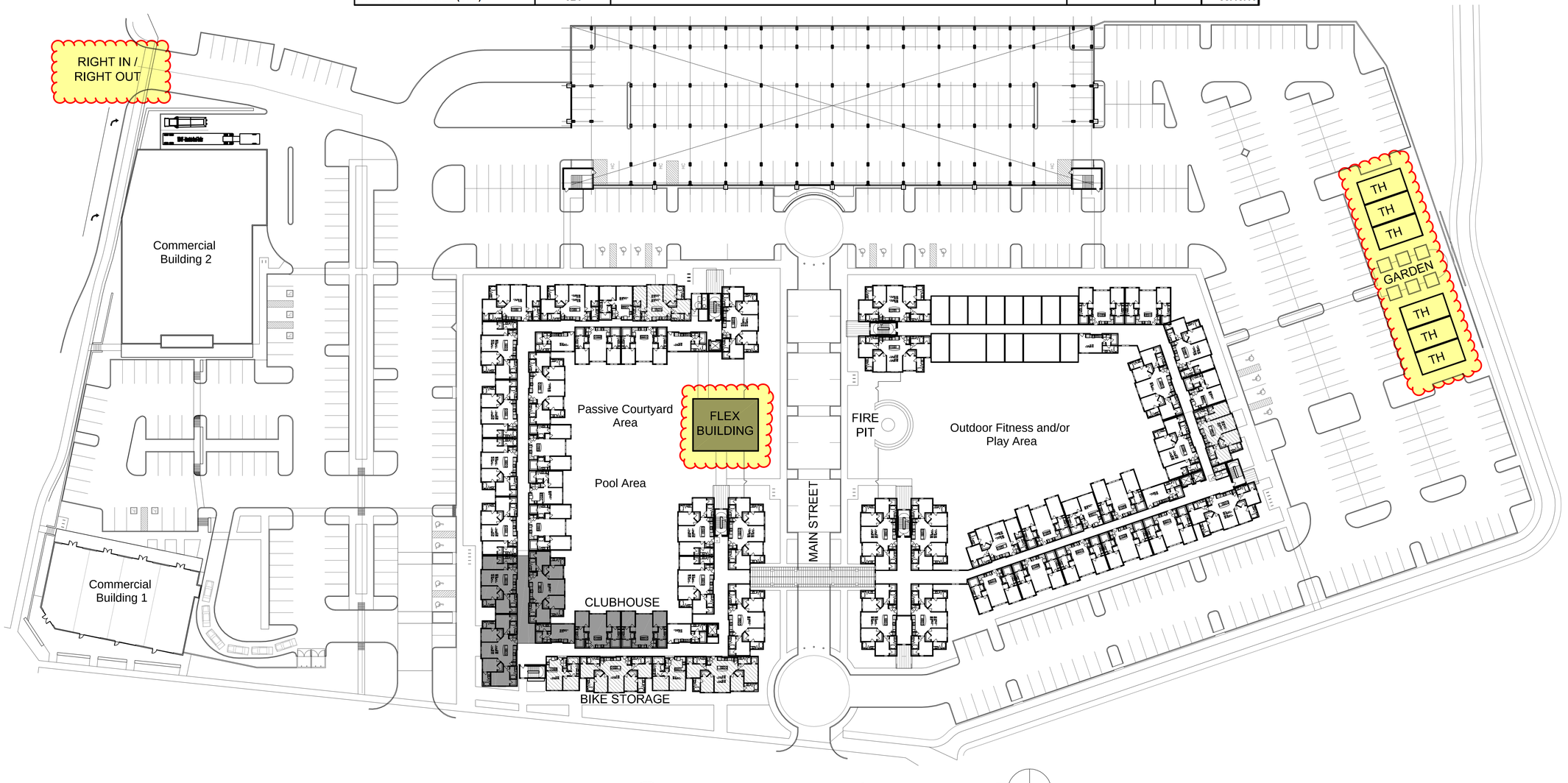
L-1.02

Site Plan Changes

- Unit Mix: Increased number of units and lowered number of bedrooms
- Addition of Flex Building
- Addition of six 2-story townhome-style apartment units and private backyards
- Addition of community garden
- Parking space count: No change to commercial parking; multi-family parking provides 719 spaces (665 multi-family spaces required)
- Butler Avenue driveway is now right-in/right-out only instead of full access

MREP MULTI-FAMILY FLAGSTAFF - UNIT MIX

UNITS				BUILDING LEVEL					TOTALS					
UNIT TYPE	DESCRIPTION	NET SQ. FT.	GROSS SQ. FT.	1	2	3	4	5	No of Units	No of Bedrooms	NET SQ. FT. PER UNIT TYPE	GROSS SQ. FT. PER UNIT TYPE	NO	%
A-E	Efficiency	308	308	12	12	12	12	12	60	60	18,480	18,480	116	34.8%
A-S	Studio	449	449	5	5	6	6	6	28	28	12,572	12,572		
A1	1Bdr/1Bath	659	659	4	6	6	6	6	28	28	18,452	18,452		
B1	2Bdr/2Bath	971	971	9	9	11	11	11	51	102	49,521	49,521	77	23.1%
B1a	2Bdr/2Bath	1,087	1,087	4	4	4	4	4	20	40	21,740	21,740		
TH1	2Bdr/2.5Bath	1,200	1,200	6	0	0	0	0	6	12	7,200	7,200		
C1	3Bdr/3Bath	1,155	1,155	11	13	14	14	14	66	198	76,230	76,230	66	19.8%
D1	4Bdr/4Bath	1,397	1,397	12	14	16	16	16	74	296	103,378	103,378	74	22.2%
TOTALS				**63**	**63**	**69**	**69**	**69**	**333**	**764**	**307,573**	**307,573**	**333**	**100%**
AVERAGE UNIT SIZE (S.F.)		**924**												**05.10.19**



1 ARCHITECTURAL SITE PLAN
1"=40'-0"

N

05.10.19

McGrath Real Estate Partners

950 Corbindale Road #300, Houston, TX 77024 - 281-822-9601

MEEKS PARTNERS
16000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

A-02

JOB NO. 17013

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APRC MULTI-FAMILY FLAGSTAFF - UNIT MIX

UNITS				BUILDING LEVEL					TOTALS				
UNIT TYPE	DESCRIPTION	NET SQ. FT.	GROSS SQ. FT.	1	2	3	4	5	No of Units	NET SQ. FT. PER UNIT TYPE	GROSS SQ. FT. PER UNIT TYPE	NO	%
A0	Studio	449	449	0	1	2	2	2	7	3,143	3,143	7	2.9%
A1	1Bdr/1Bath	659	659	2	2	2	2	2	10	6,590	6,590	10	4.2%
B1	2Bdr/2Bath	971	971	2	2	4	4	4	16	15,536	15,536	16	6.7%
C1	3Bdr/3Bath	1,155	1,155	1	1	1	1	1	5	5,775	5,775	15	6.3%
C1A	3Bdr/3Bath	1,155	1,155	2	2	2	2	2	10	11,550	11,550		
D1	4Bdr/4Bath	1,397	1,397	21	26	27	27	27	128	178,816	178,816	190	79.8%
D1A	4Bdr/4Bath	1,397	1,397	9	9	9	9	9	45	62,865	62,865		
D1B	4Bdr/4Bath	1,397	1,397	1	1	1	1	1	5	6,985	6,985		
D1C	4Bdr/4Bath	1,397	1,397	1	1	1	1	1	5	6,985	6,985		
D1D	4Bdr/4Bath	1,441	1,441	0	1	2	2	2	7	10,087	10,087		
TOTALS				**39**	**46**	**51**	**51**	**51**	**238**	**308,332**	**308,332**	**238**	**100%**
AVERAGE UNIT SIZE (S.F.)		**1,296**											**08.23.18**

2 UNIT MIX



1 MAIN ELEVATION

08.23.18

BUILDING DATA - APRC MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

MEEKS PARTNERS
16000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

A-01

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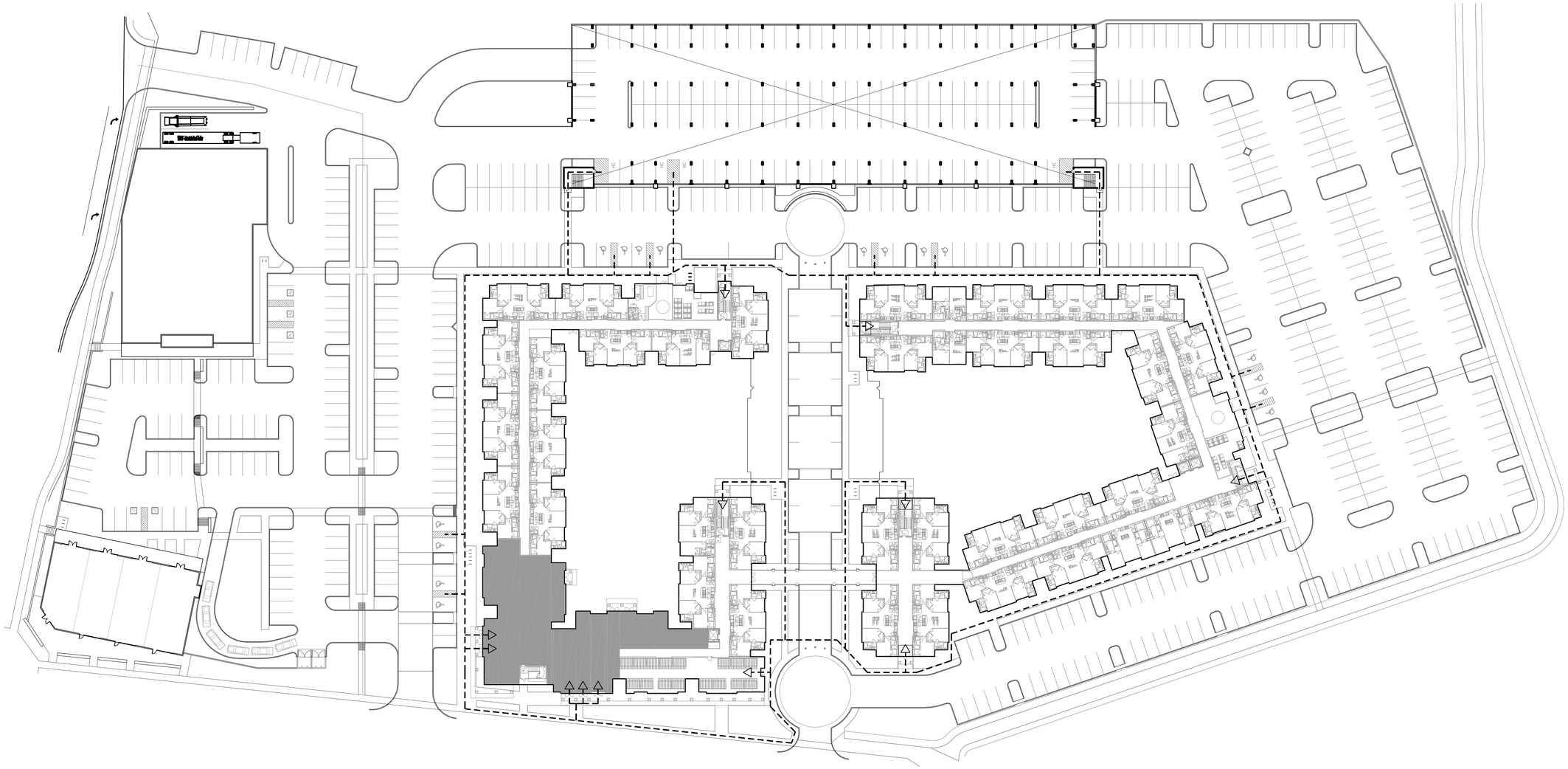

1 ARCHITECTURAL SITE PLAN/ ACCESSIBLE ROUTE PLAN
1"=40'-0"

N

08.23.18

SITE PLAN - APRC MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

MEEKS PARTNERS
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Suite 100
Houston, Texas 77079
281.558.8787

A-02

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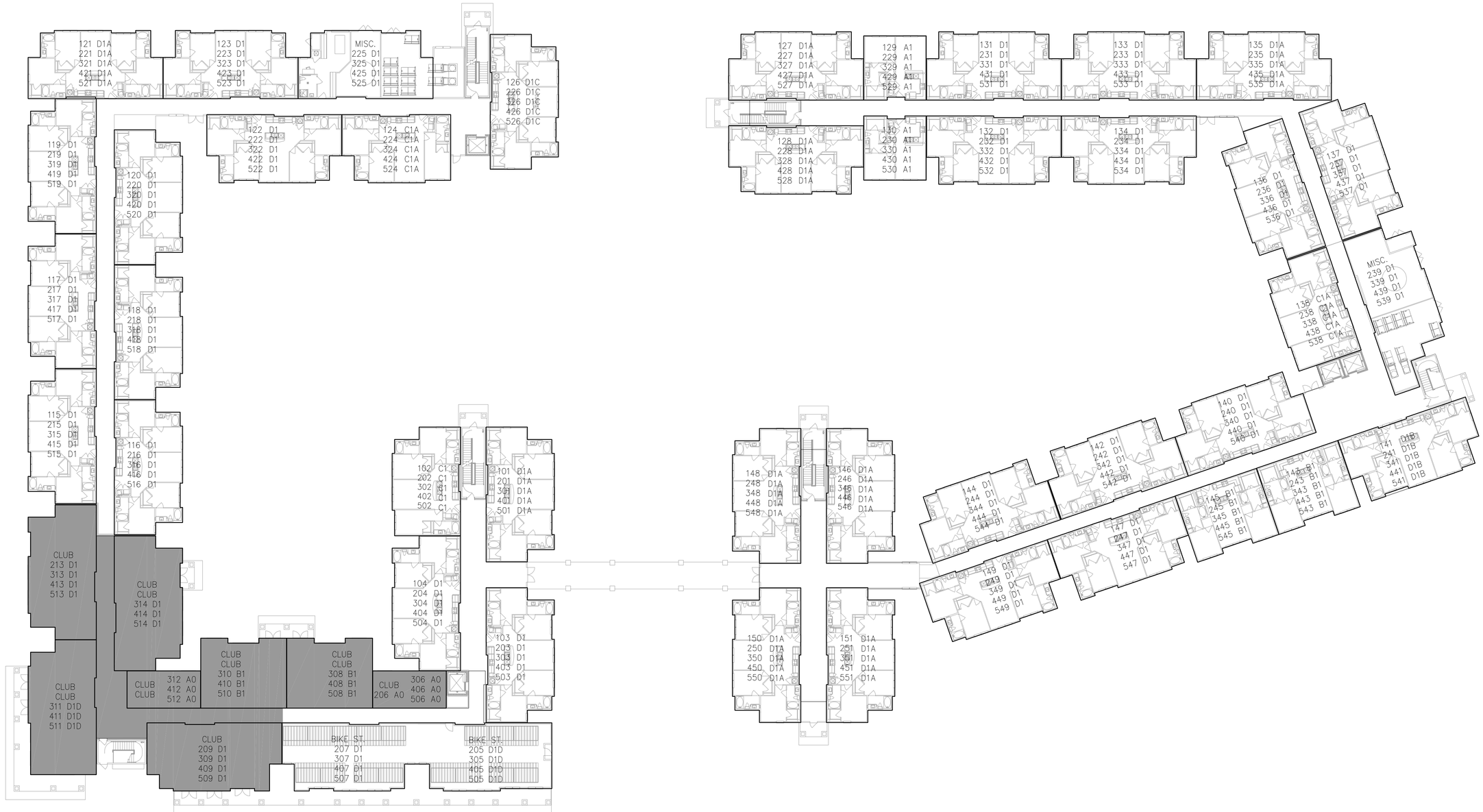

1 ADDRESS PLAN

1"= 20'-0"

N

08.23.18

OVERALL BUILDING PLANS - APRC MULYI FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA -APRC

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Suite 100
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A-03

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TOTAL EXIT ACCESS TRAVEL
DISTANCE INCLUDING COMMON PATH
OF EGRESS
285'-8" + 48'-10" = 234'-6"

EXIT 1
(STAIR #1)

MID POINT BETWEEN EXITS 3 & 4
TOTAL TRAVEL DISTANCE
BETWEEN EXITS = 410'-8"
DISTANCE FROM MIDPOINT TO
EXIT 3 OR 4 = 205'-4"

TOTAL EXIT ACCESS TRAVEL
DISTANCE INCLUDING COMMON PATH
OF EGRESS
205'-4" + 36'-3" = 241'-7"

EXIT 3
(STAIR #3)

36" WIDE DOOR
33" CLEAR EXIT WIDTH
33"/0.2 = 165 OCCUPANTS

MID POINT BETWEEN EXITS 1 & 3
TOTAL TRAVEL DISTANCE
BETWEEN EXITS = 243'-1"
DISTANCE FROM MIDPOINT TO
EXIT 1 OR 3 = 121'-7"

TOTAL EXIT ACCESS TRAVEL
DISTANCE INCLUDING COMMON PATH
OF EGRESS
95'-6" + 54'-0" = 149'-6"

EXIT 2
(STAIR #2)

TOTAL EXIT ACCESS TRAVEL
DISTANCE INCLUDING COMMON PATH
OF EGRESS
120'-6" + 27'-9" = 157'-5"

TOTAL EXIT ACCESS TRAVEL
DISTANCE INCLUDING COMMON PATH
OF EGRESS
140'-2" + 46'-6" = 186'-8"

EXIT 6
(STAIR #6)

MID POINT BETWEEN EXITS 3 & 4
TOTAL TRAVEL DISTANCE
BETWEEN EXITS = 360'-0"
DISTANCE FROM MIDPOINT TO
EXIT 6 OR 7 = 180'-0"

TOTAL EXIT ACCESS TRAVEL
DISTANCE INCLUDING COMMON PATH
OF EGRESS
177'-7" + 45'-4" = 222'-11"

EXIT 5
(STAIR #5)

EXIT 4
(STAIR #4)

MID POINT BETWEEN EXITS 3 & 4
TOTAL TRAVEL DISTANCE
BETWEEN EXITS = 272'-0"
DISTANCE FROM MIDPOINT TO
EXIT 4 OR 6 = 136'-0"

TOTAL EXIT ACCESS TRAVEL
DISTANCE INCLUDING COMMON PATH
OF EGRESS
126'-11" + 46'-10" = 173'-9"

TOTAL EXIT ACCESS TRAVEL
DISTANCE INCLUDING COMMON PATH
OF EGRESS
110'-5" + 47'-0" = 157'-5"

1 EXIT ANALYSIS PLAN
1"= 20'-0"

Z

08.23.18

EGRESS PLAN - APRC MULTI FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

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A-04

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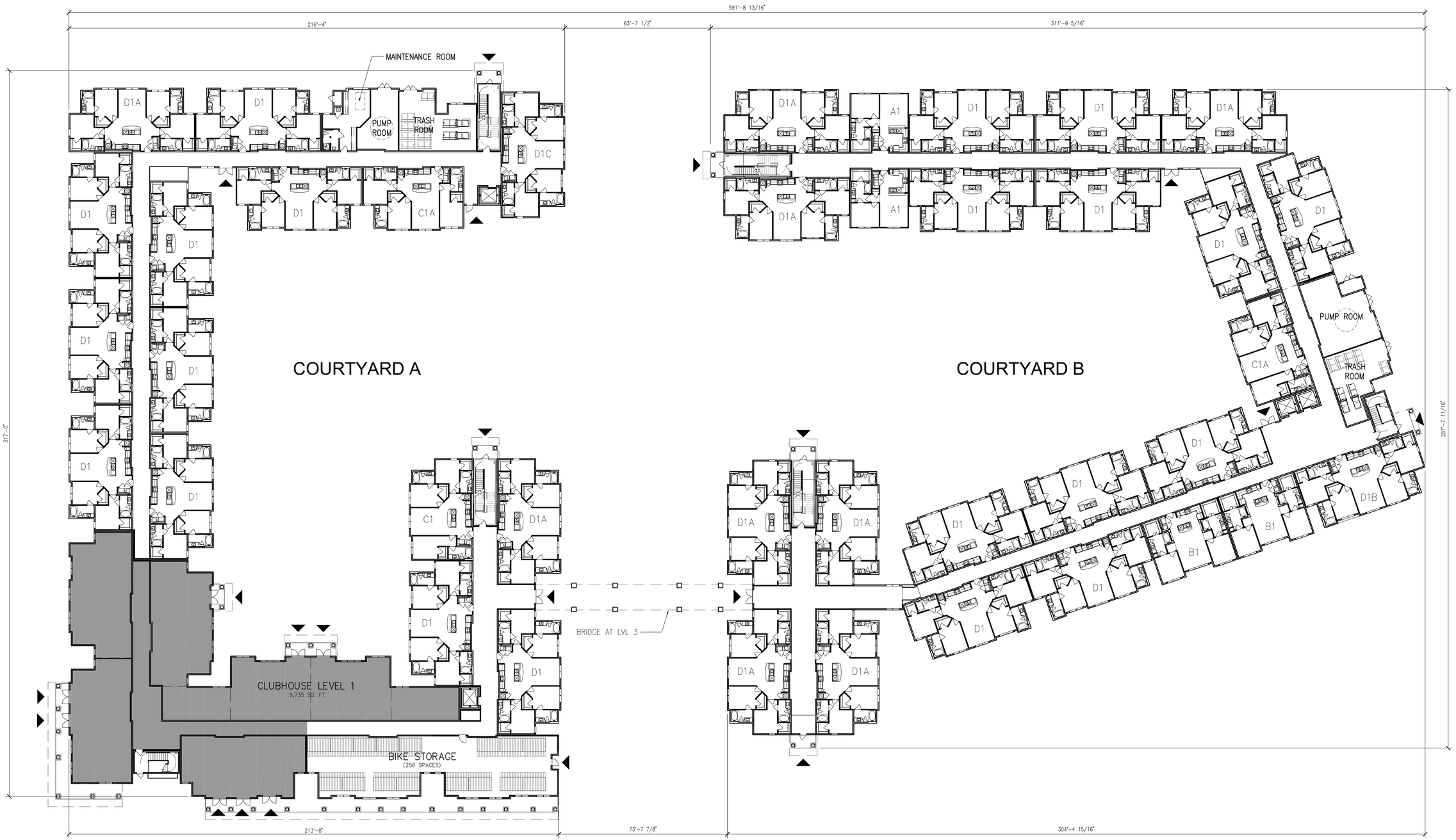

1 OVERALL BUILDING PLAN - LEVEL 01

1"= 20'-0"

▲ DESIGNATES BUILDING ENTRY LOCATION

N

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OVERALL BUILDING PLANS - APRC MULTI-FAMILY FLAGSTAFF

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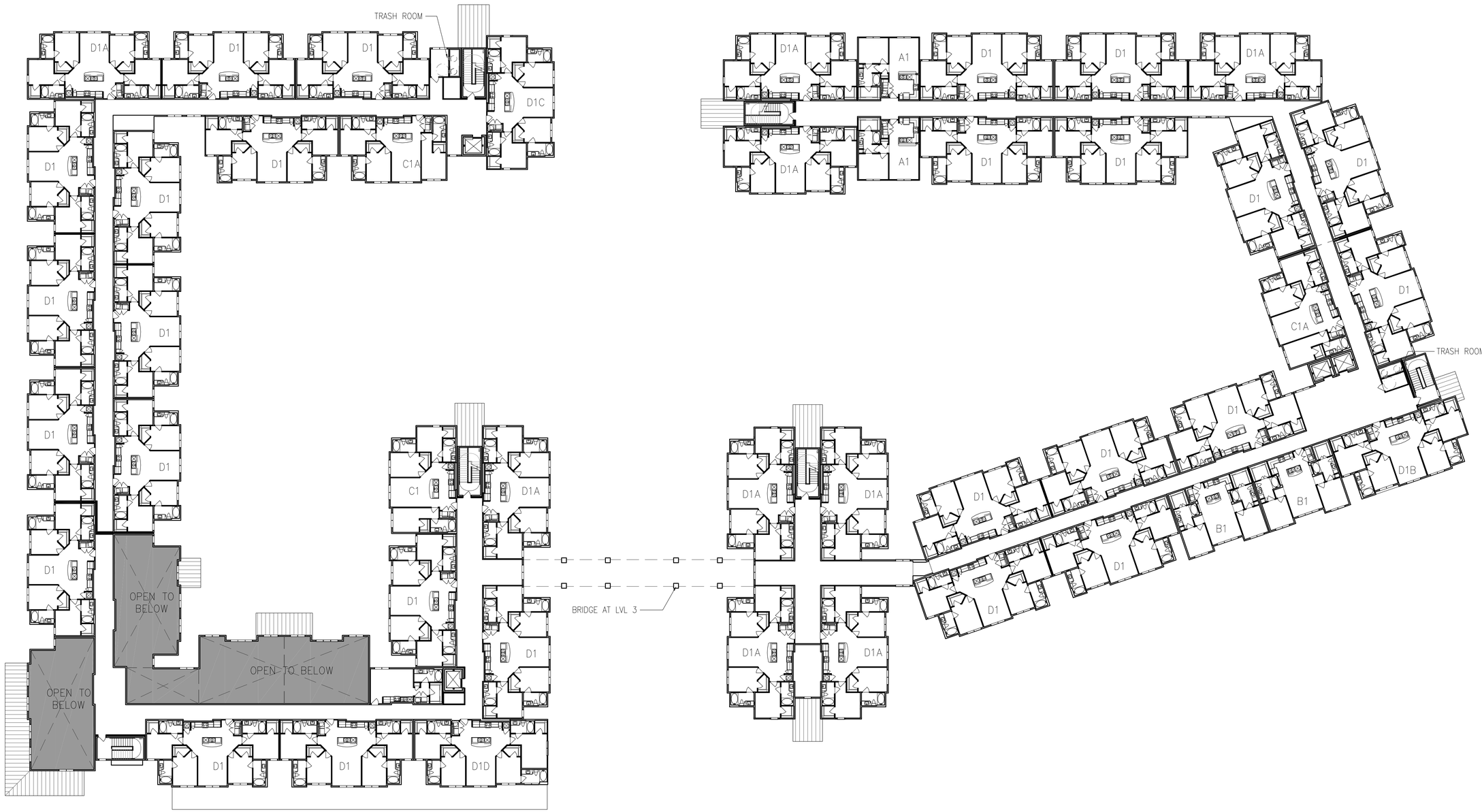

1 OVERALL BUILDING PLAN - LEVEL 02
1"= 20'-0"

OVERALL BUILDING PLANS - APRC MULTI-FAMILY FLAGSTAFF

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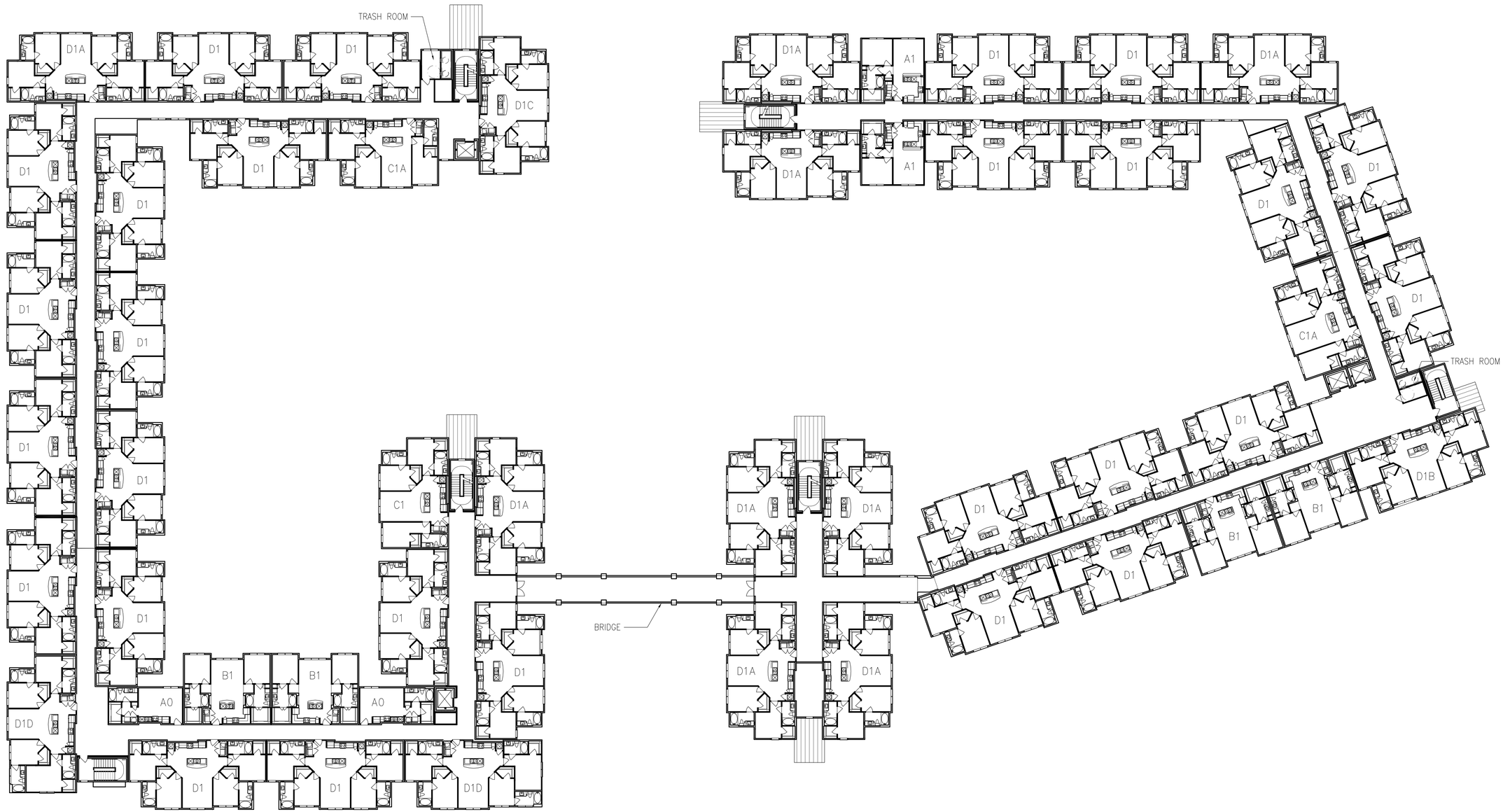

1 OVERALL BUILDING PLAN - LEVEL 03
1"= 20'-0"

08.23.18

OVERALL BUILDING PLANS - APRC MULTI-FAMILY FLAGSTAFF

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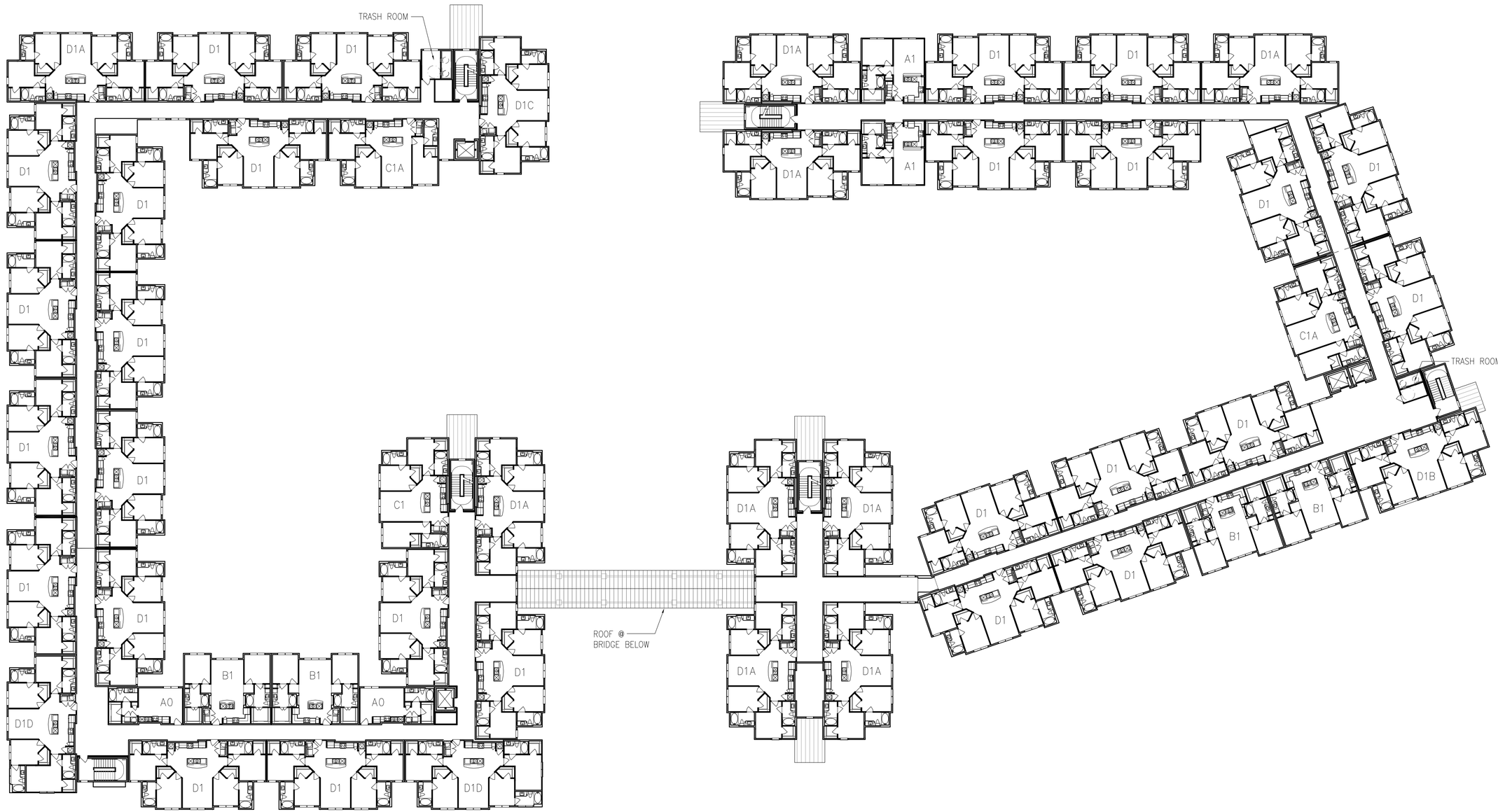

1 OVERALL BUILDING PLAN - LEVEL 04

1"= 20'-0"

OVERALL BUILDING PLANS - APRC MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

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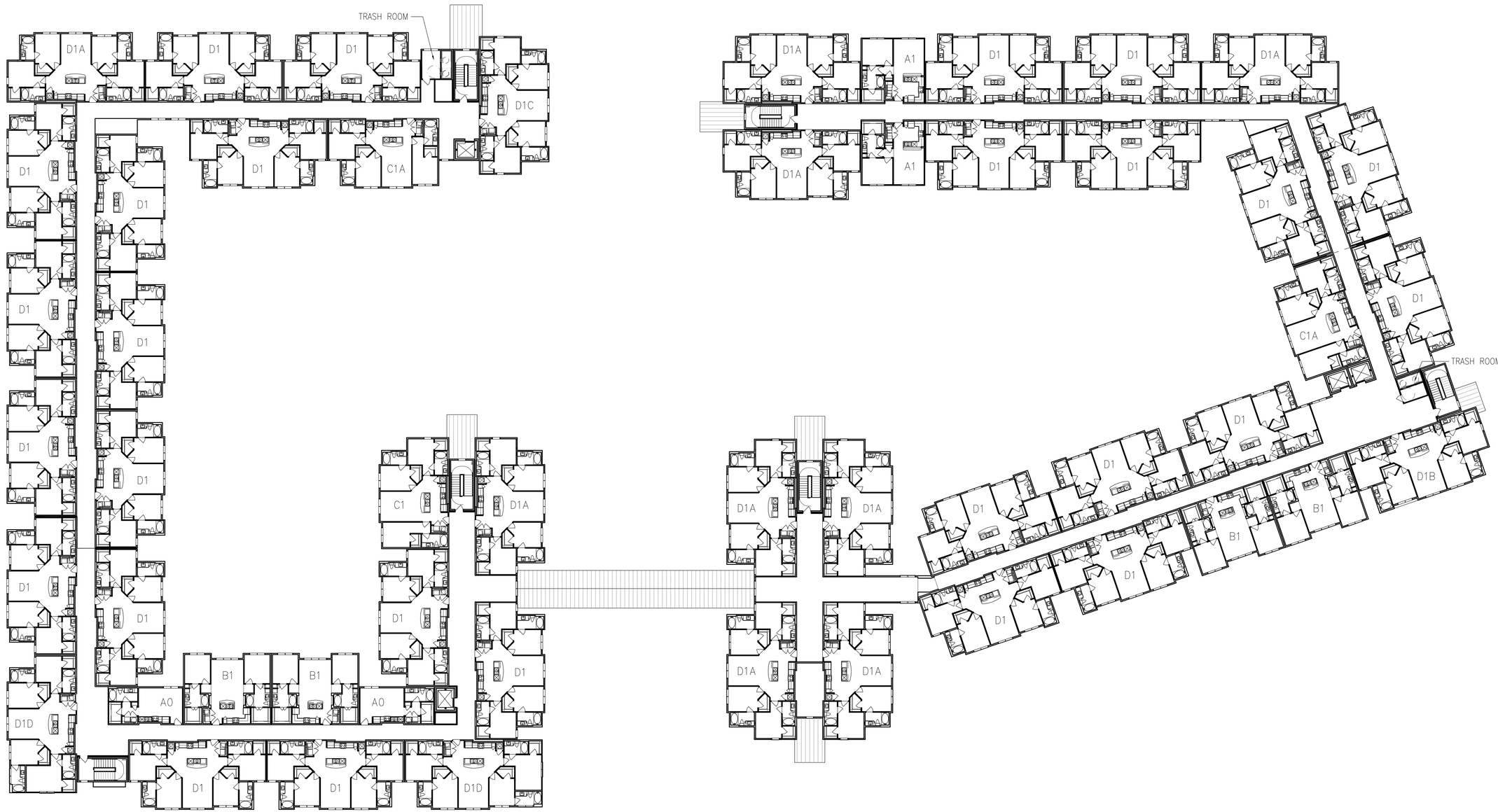

1 OVERALL BUILDING PLAN - LEVEL 05
1"= 20'-0"

08.23.18

OVERALL BUILDING PLANS - APRC MULTI-FAMILY FLAGSTAFF

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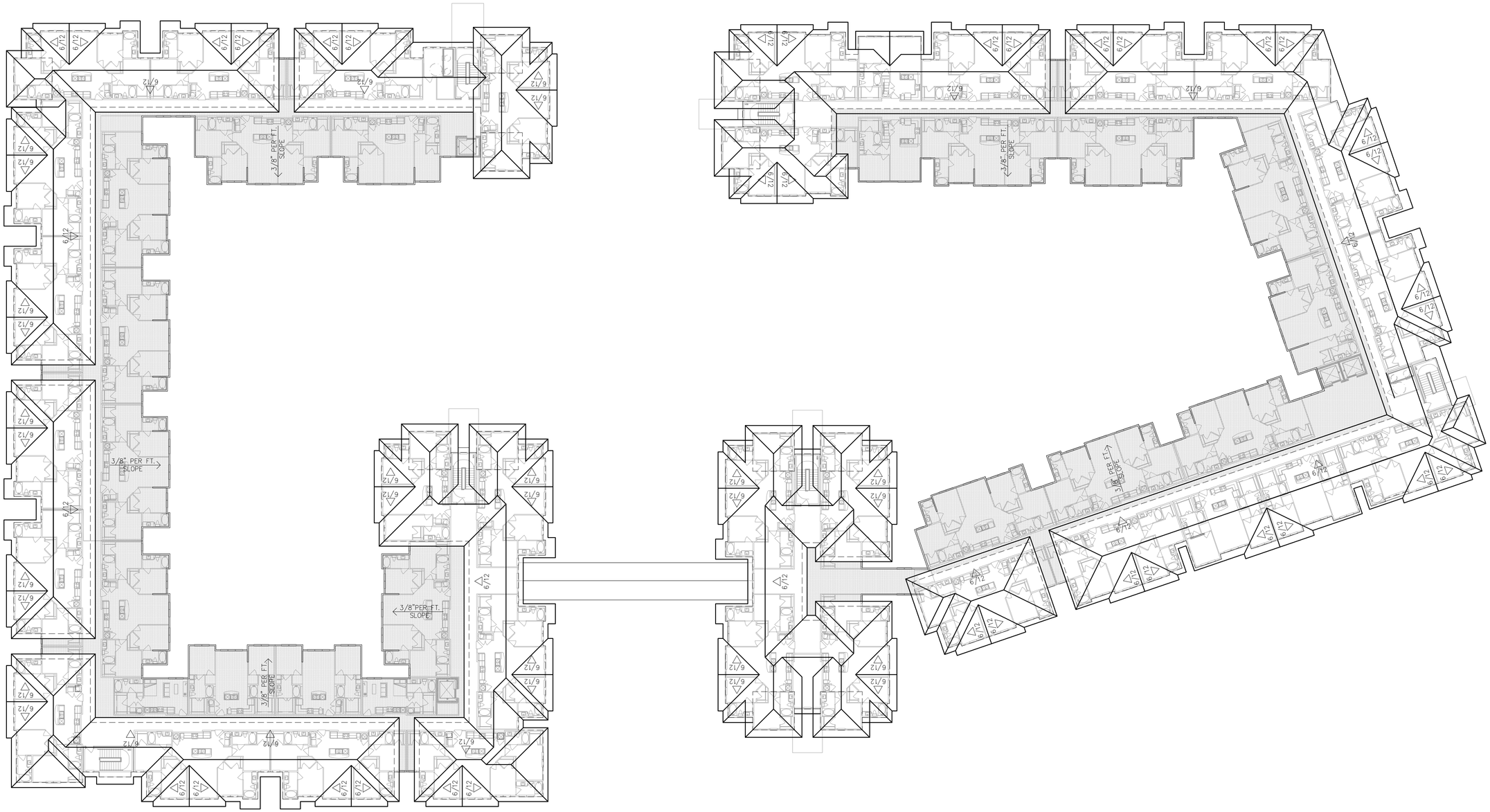

1 OVERALL BUILDING PLAN - ROOF LEVEL
1"= 20'-0"

08.23.18

OVERALL BUILDING PLANS - APRC MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

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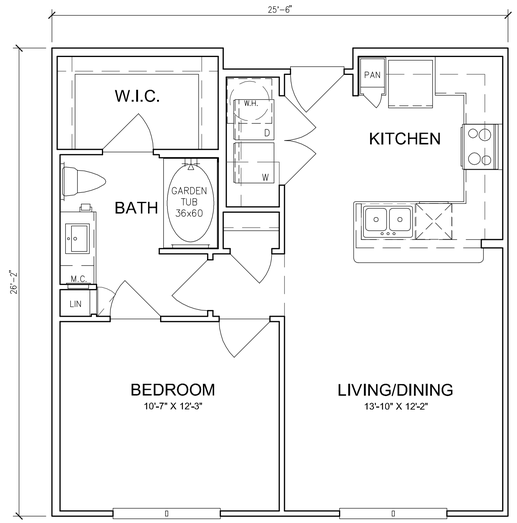
4 UNIT C1

1/4"=1'-0"

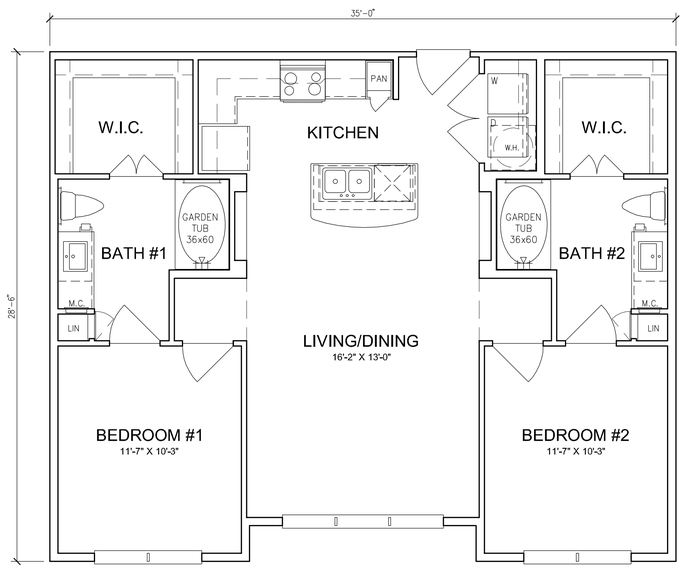
NET: 1155 SQ. FT.
GROSS: 1155 SQ. FT.



2 UNIT A1

1/4"=1'-0"

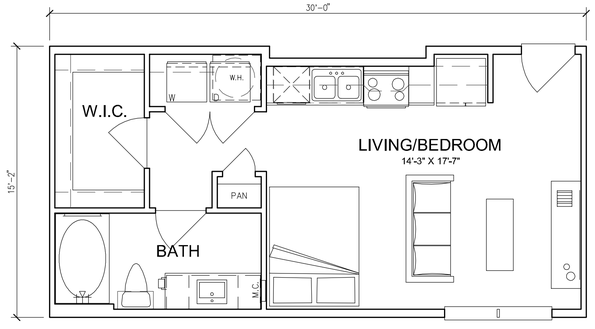
NET: 659 SQ. FT.
GROSS: 659 SQ. FT.



3 UNIT B1

1/4"=1'-0"

NET: 971 SQ. FT.
GROSS: 971 SQ. FT.



1 UNIT A0

1/4"=1'-0"

NET: 449 SQ. FT.
GROSS: 449 SQ. FT.

08.23.18

UNIT PLANS - APRC MULTI-FAMILY FLAGSTAFF

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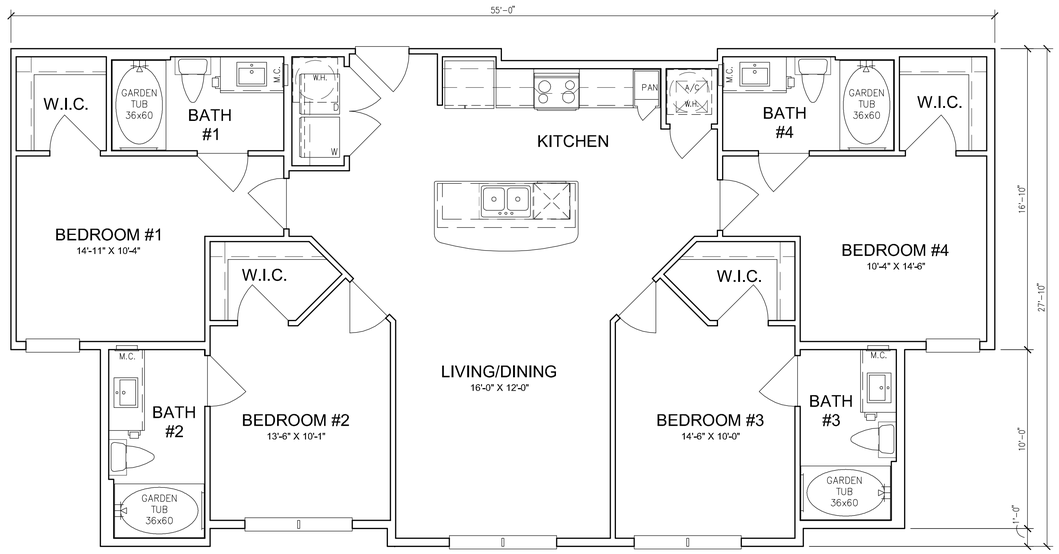

1 UNIT D1

1/4"=1'-0"

NET: 1397 SQ. FT.
GROSS: 1397 SQ. FT.

08.23.18

UNIT PLANS - APRC MULTI-FAMILY FLAGSTAFF

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4 EAST ELEVATION
1/16"=1'-0" BUILDING 3

MATERIAL LEGEND

Window frame.....	ALMOND
Exterior brackets.....	SW 6118 LEATHER BOUND
Fascia & Panels.....	SW 7041 VAN DYKE BROWN
Roof composite.....	Slate (Timberline colors)
Roof metal.....	Hemlock Green
Metal Panels.....	Charcoal Grey
STONE.....	SUMMIT PEAK (old Country Stone)
Trim.....	SW 6539 SOOTHING WHITE
Storefront	GRAY ANODIZED ALUMINUM
Siding 1.....	SW 7671 ON THE ROCKS
Siding 2.....	SW 2849 WESTCHESTER GRAY
Siding 3.....	SW 9154 PERLE NOIR
Siding 4/ B&B.....	SW 6118 LEATHER BOUND
Siding (shingles)....	SUMMER WHEAT - WOOD TONE RUSTIC SERIES
Painted Precast Conc..	SW 6539 SOOTHING WHITE



BUILDING ENTRANCE

3 SOUTH ELEVATION
1/16"=1'-0" BUILDING 3

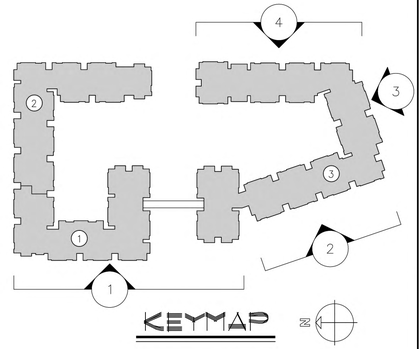


2 WEST ELEVATION
1/16"=1'-0" BUILDING 3



BUILDING ENTRANCE

1 WEST ELEVATION
1/16"=1'-0" BUILDING 1&3



KEYMAP

08.21.18

ELEVATIONS - APRC MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

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3 SOUTH ELEVATION

1/16"=1'-0" BUILDING 1

MATERIAL LEGEND

Window frame	ALMOND
Exterior brackets	SW 6118 LEATHER BOUND
Fascia & Panels	SW 7041 VAN DYKE BROWN
Roof composite	Slate (Timberline colors)
Roof metal	Hemlock Green
Metal Panels	Charcoal Grey
STONE	SUMMIT PEAK (ofA Country Stone)
Trim	SW 6539 SOOTHING WHITE
Storefront	GRAY ANODIZED ALUMINUM
Siding 1	SW 7671 ON THE ROCKS
Siding 2	SW 2849 WESTCHESTER GRAY
Siding 3	SW 9154 PERLE NOIR
Siding 4/ B&B	SW 6118 LEATHER BOUND
Siding (shingles)	SUMMER WHEAT - WOOD TONE RUSTIC SERIES
Painted Precast Conc	SW 6539 SOOTHING WHITE



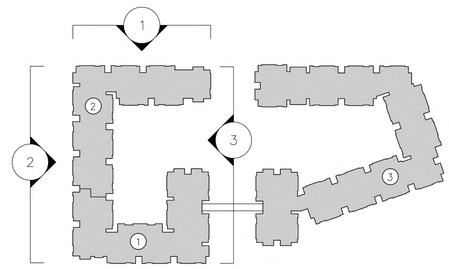
2 NORTH ELEVATION

1/16"=1'-0" BUILDING 2



1 EAST ELEVATION

1/16"=1'-0" BUILDING 2



KEYMAP N

08.21.18

ELEVATIONS - APRC MULTI-FAMILY FLAGSTAFF

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4 COURTYARD 1 - WEST ELEVATION

1/16"=1'-0" BUILDING 1



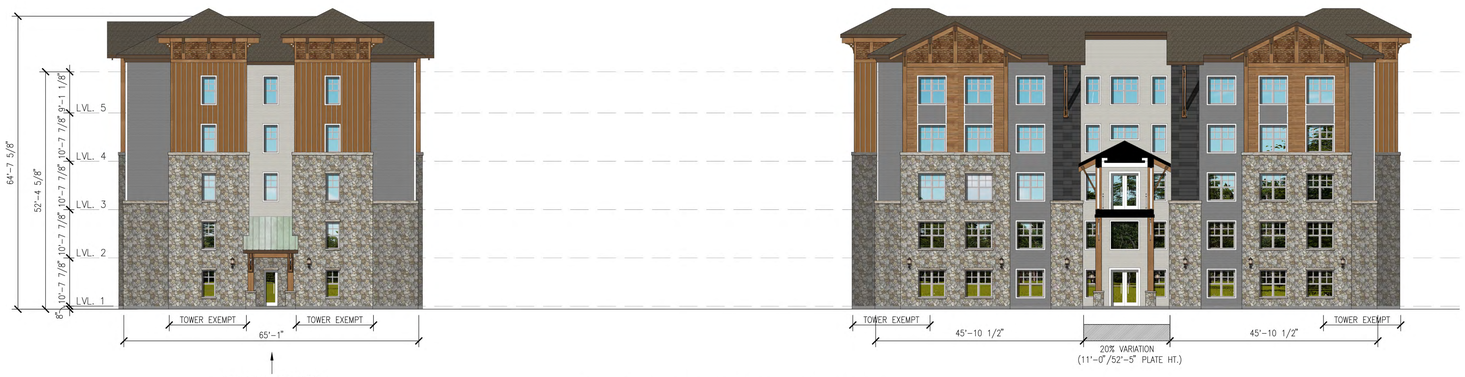
3 COURTYARD 1 - SOUTH ELEVATION

1/16"=1'-0" BUILDING 1



2 WEST ELEVATION

1/16"=1'-0" BUILDING 1&2

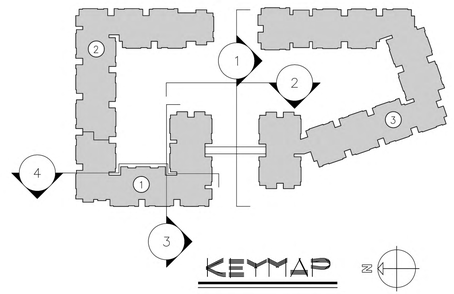


1 SOUTH ELEVATION

1/16"=1'-0" BUILDING 3

MATERIAL LEGEND

Window frame.....	ALMOND
Exterior brackets.....	SW 6118 LEATHER BOUND
Fascia & Panels.....	SW 7041 VAN DYKE BROWN
Roof composite.....	Slate (Timberline colors)
Roof metal.....	Hemlock Green
Metal Panels.....	Charcoal Grey
STONE.....	SUMMIT PEAK (Old Country Stone)
Trim.....	SW 6539 SOOTHING WHITE
Storefront	GRAY ANODIZED ALUMINUM
Siding 1.....	SW 7671 ON THE ROCKS
Siding 2.....	SW 2849 WESTCHESTER GRAY
Siding 3.....	SW 9154 PERLE NOIR
Siding 4/ B&B.....	SW 6118 LEATHER BOUND
Siding (shingles)....	SUMMER WHEAT - WOOD TONE RUSTIC SERIES
Painted Precast Conc...	SW 6539 SOOTHING WHITE



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4 COURTYARD 2 - EAST ELEVATION

1/16"=1'-0" BUILDING 3

MATERIAL LEGEND

Window frame.....	ALMOND
Exterior brackets.....	SW 6118 LEATHER BOUND
Fascia & Panels.....	SW 7041 VAN DYKE BROWN
Roof composite.....	Slate (Timberline colors)
Roof metal.....	Hemlock Green
Metal Panels.....	Charcoal Grey
STONE.....	SUMMIT PEAK (o/c Country Stone)
Trim.....	SW 6539 SOOTHING WHITE
Storefront	GRAY ANODIZED ALUMINUM
Siding 1.....	SW 7671 ON THE ROCKS
Siding 2.....	SW 2849 WESTCHESTER GRAY
Siding 3.....	SW 9154 PERLE NOIR
Siding 4/ B&B.....	SW 6118 LEATHER BOUND
Siding (shingles)....	SUMMER WHEAT - WOOD TONE RUSTIC SERIES
Painted Precast Conc...	SW 6539 SOOTHING WHITE



3 COURTYARD 2 - EAST ELEVATION

1/16"=1'-0" BUILDING 3



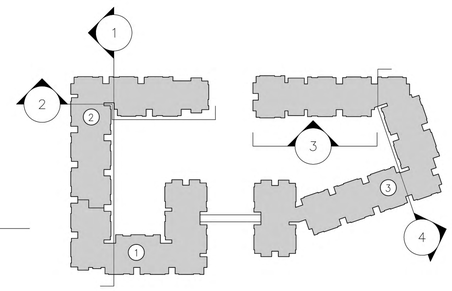
2 COURTYARD 1 - EAST ELEVATION

1/16"=1'-0" BUILDING 2



1 COURTYARD 1 - SOUTH ELEVATION

1/16"=1'-0" BUILDING 1&2



KEYMAP N

08.21.18

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MATERIAL LEGEND

Window frame.....	ALMOND
Exterior brackets.....	SW 6118 LEATHER BOUND
Fascia & Panels.....	SW 7041 VAN DYKE BROWN
Roof composite.....	Slate (Timberline colors)
Roof metal.....	Hemlock Green
Metal Panels.....	Charcoal Grey
STONE.....	SUMMIT PEAK (ofk Country Stone)
Trim.....	SW 6539 SOOTHING WHITE
Storefront	GRAY ANODIZED ALUMINUM
Siding 1.....	SW 7671 ON THE ROCKS
Siding 2.....	SW 2849 WESTCHESTER GRAY
Siding 3.....	SW 9154 PERLE NOIR
Siding 4/ B&B.....	SW 6118 LEATHER BOUND
Siding (shingles)....	SUMMER WHEAT - WOOD TONE RUSTIC SERIES
Painted Precast Conc...	SW 6539 SOOTHING WHITE



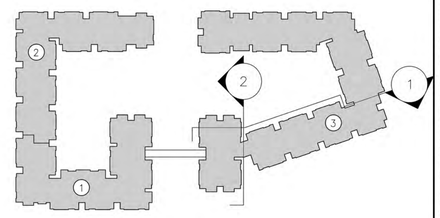
2 COURTYARD 1 - EAST ELEVATION

1/16"=1'-0" BUILDING 2



1 COURTYARD 2 - SOUTH ELEVATION

1/16"=1'-0" BUILDING 1&2



KEYMAP N

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ELEVATIONS - APRC MULTI-FAMILY FLAGSTAFF

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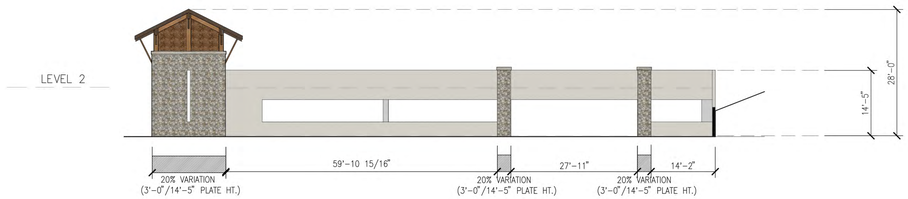
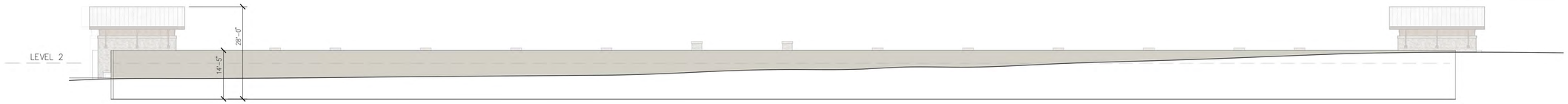
MATERIAL LEGEND

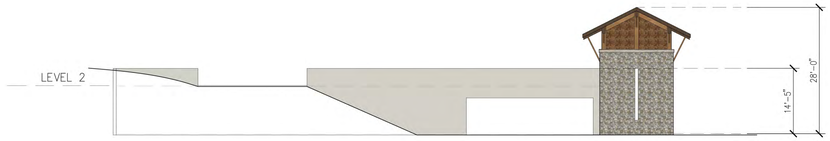
Window frame.....	ALMOND
Exterior brackets.....	SW 6118 LEATHER BOUND
Fascia & Panels.....	SW 7041 VAN DYKE BROWN
Roof composite.....	Slate (Timberline colors)
Roof metal.....	Hemlock Green
Metal Panels.....	Charcoal Grey
STONE.....	SUMMIT PEAK (Old Country Stone)
Trim.....	SW 6539 SOOTHING WHITE
Storefront	GRAY ANODIZED ALUMINUM
Siding 1.....	SW 7671 ON THE ROCKS
Siding 2.....	SW 2849 WESTCHESTER GRAY
Siding 3.....	SW 9154 PERLE NOIR
Siding 4/ B&B.....	SW 6118 LEATHER BOUND
Siding (shingles)....	SUMMER WHEAT - WOOD TONE RUSTIC SERIES
Painted Precast Conc...	SW 6539 SOOTHING WHITE



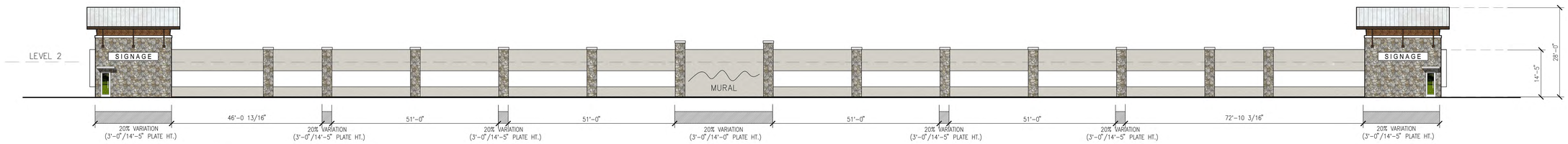
4 SOUTH GARAGE ELEVATION
1/16"=1'-0"



3 EAST GARAGE ELEVATION
1/16"=1'-0"



2 NORTH GARAGE ELEVATION
1/16"=1'-0"



1 WEST GARAGE ELEVATION
1/16"=1'-0"

08.21.18

GARAGE ELEVATIONS - APRC MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

MEEKS PARTNERS
16000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

A-18

JOB NO. 17013

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1 FRONT ENTRY ELEVATION

SCALE: 1/8" = 1'-0"



2 SIDE STREET ELEVATION

SCALE: 1/8" = 1'-0"

Accelerated DEVELOPMENT SERVICES

5055 E. Washington St., Ste 200
Phoenix, Arizona 85034
Phone: (602) 222-4266
www.archicon.com
ARCHICON
ARCHITECTURE & INTERIORS, L.C.

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Anchor

Conceptual Building Elevations
Flagstaff, Arizona

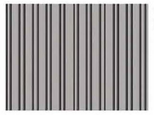
JULY 26, 2018



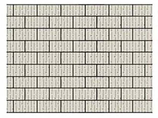
WOOD PLANK SIDING
SW3507 'RIVERWOOD'



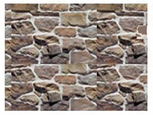
EXPOSED WOOD BEAMS &
WOOD PLANK SIDING
SW3513 'SPICE CHEST'



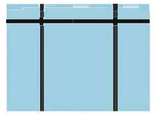
GALVALUME CORRUGATED
METAL SIDING BY ATAS



8X8X16 INTEGRAL COLOR MASONRY
'SOUTHWEST GOLD' W/
FOUNDERS FINISH BY SUPERLITE



OLD COUNTRY FIELDSTONE
BY CULTURED STONE

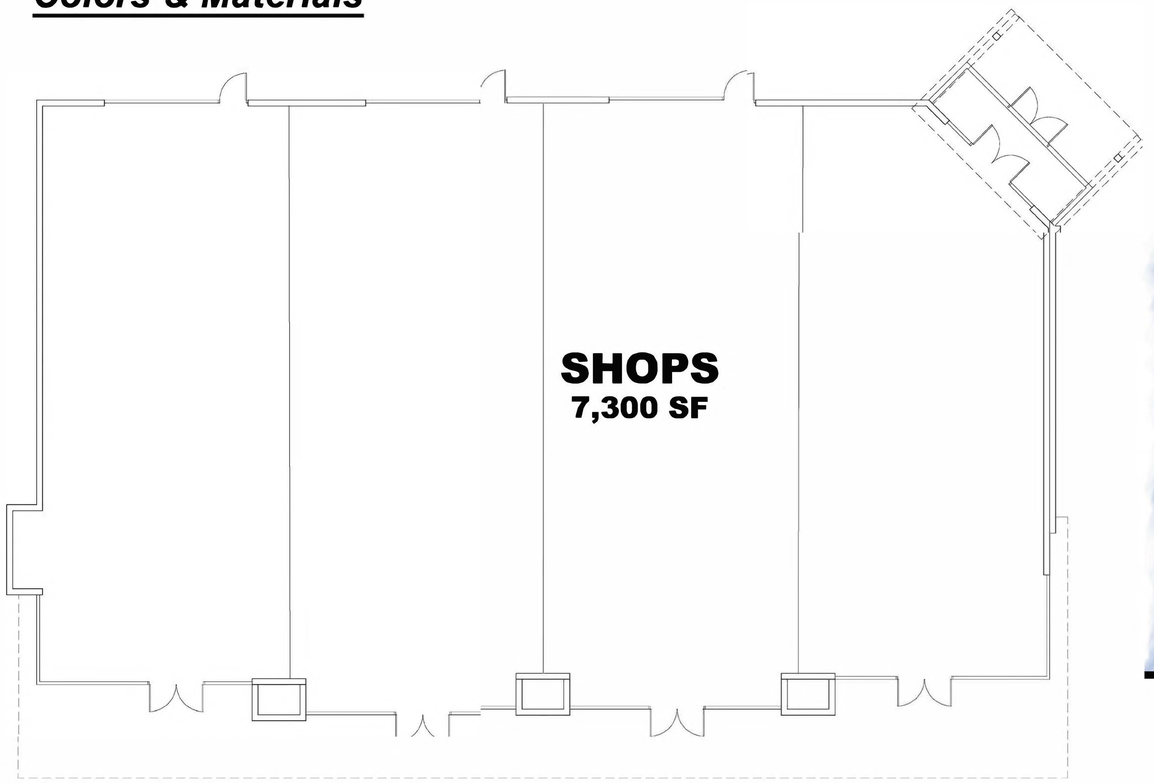


BLACK ANODIZED ALUM.
FRAMES W/ CLEAR INSULATED
LOW E GLAZING BY OLDCASTLE

Colors & Materials



East Elevation



Floor Plan



North Elevation

Accelerated DEVELOPMENT SERVICES

S.E.C. SAWMILL AND BUTLER

FLAGSTAFF, AZ

07/18/18

PROJECT NO.: 18090.00

VERTICAL DESIGN STUDIOS
Architecture · Planning · Interior Design

4650 E. Cotton Center Boulevard Phoenix, AZ 85040
602.395.1000 www.verticaldesignstudios.com

From: Dennis Dixon <dixven.az@gmail.com>
Sent: Monday, April 16, 2018 9:15 PM
To: Barrett Kirk <bkirk@assetpluscorp.com>
Subject: Wendt Business Park: Flagstaff, AZ

Dear Mr. Kirk,

My name is Dennis Dixon and I have lived in Flagstaff since May,1984.

I am a career residential and commercial contractor that has developed several properties within the city limits over the years. I also served on the City of Flagstaff Board of Adjustments for several terms.

I built and manage a commercial building within a commercial subdivision adjacent to your proposed project. (Just to the East off of Butler at 345 S. River Run Rd., Flagstaff, AZ 86001).

My wife and I have reviewed the engineering plans for your project, and endorse it 100%. It's well thought out, compliments the neighborhood, and would be an attribute for the city of Flagstaff.

I wish you success with your project.

Sincerely,

Dennis A. Dixon
1500 W. Tolchaco Rd.
Flagstaff, AZ 86001
(928) 699-1070 Email: dixven.az@gmail.com

345 S. River Run Photo is attached.

This e-mail may contain information that is privileged, confidential or protected under state or federal law. If you are not an intended recipient of this email, please delete it, notify the sender immediately, and do not copy, use or disseminate any information in the e-mail. E-mail sent to or from this e-mail address may be monitored, reviewed and archived.

When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

DEVELOPMENT AGREEMENT AND WAIVER
between
City of Flagstaff
and
McGrath Real Estate Partners

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into this _____day of _____, 2019, by and between the City of Flagstaff, an Arizona municipal corporation ("**City**"), and McGrath Real Estate Partners, LLC, a Texas Domestic Limited-Liability Company (LLC) ("**Developer**").

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. Developer is the owner of real property located at 825 and 829 E. Butler Avenue, Flagstaff, Arizona, which is more specifically described in ***Exhibit "A"*** (the "**Property**").

C. The Property is currently zoned Light Industrial ("**LI**") and Heavy Industrial ("**HI**"), and the Developer is requesting rezoning to High Density Residential ("**HR**") and Highway Commercial ("**HC**").

D. Developer desires to develop the Property into a multi-family residential project consisting of (i) no more than 333 dwelling units and a clubhouse located in two five-story buildings, a flex building open for public events, and six townhome-style apartments; (ii) a commercial development at the southeast corner of Butler Avenue and Sawmill Road; and (iii) an extension of the Flagstaff Urban Trail System.

E. This Agreement is consistent with the Flagstaff Regional Plan 2030 in effect on the Effective Date of this Agreement, as set forth below.

F. The City has an interest in ensuring that the development of the Property complies with City standards for development and engineering improvements, 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.

G. The Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Developer by providing assurances to the Developer that it will have the ability to develop the Property within the City pursuant to this

Agreement, under the zoning described in Recital C above, and in accordance with the Site Plans.

H. The City and Developer 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 **"Certificate of Occupancy"** shall mean a document issued by an authorized City official setting forth that a building or structure legally complies with the City's building codes, the Flagstaff Zoning Code, and other pertinent state and local requirements, and that the same may be used for the purpose(s) therein.

2.2 **"City"** shall mean and refer to the City of Flagstaff, an Arizona municipal corporation, and any successor public body or entity.

2.3 **"Developer"** shall mean and refer to McGrath Real Estate Partners, LLC, a Texas Domestic Limited-Liability Company (LLC), and any successor-in-interest or assignee of McGrath Real Estate Partners, LLC, as contemplated pursuant to Section 9.14.

2.4 **"Improvements"** shall mean and refer to all the improvements which may be constructed as part of the Project, including, without limitation, public roads, utilities, driveways, landscaping, and other improvements of any type or kind to be built by Developer.

2.5 **"Phasing"** shall mean and refer to each separate component or portion of the Project which is or may be developed by Developer pursuant to this Agreement.

2.5 **"Project"** shall mean and refer to the development of the Property for the uses, intensities, and densities currently shown in the approved Site Plans.

3. ENTITLEMENTS

3.1 Zoning Map Amendment. McGrath Real Estate Partners hereby agrees to be subject to all of the terms, conditions, and stipulations of the rezoning ordinance for PZ-19-00081 (City Ordinance No. 2019-xx) and Site Plan (PZ-17-00089-xx) (collectively, the "Entitlements").

3.2 Development Standards. The development of the Property, as well as the requirements for off-site and on-site public improvements, will be governed by the Flagstaff Zoning Code, ordinances, regulations, rules, guidelines, and policies controlling permitted uses of the site, design review standards, the density and intensity of uses, and the maximum and minimum height and size of the buildings in existence as of the Effective Date of this Agreement will apply. For any development modifications made after five (5) years from the Effective Date of this Agreement, the current codes, ordinances, regulations, rules, guidelines, and standards in effect at the time of submittal shall apply. Regardless of the time of development, current City Engineering Standards, Building Code, Fire Code, and other Code provisions, regulations, rules, and guidelines will apply to the Project.

4. DEVELOPMENT PLAN

4.1 Scope of Development. The City and Developer hereby acknowledge that the City of Flagstaff Development Review Staff approved, subject to conditions, the Site Plan and Building Elevations for the Project on September 21, 2018, and amended on May 10, 2019 attached hereto as ***Exhibit "B"*** and incorporated herein by this reference (collectively the "**Site Plan**"). The Site Plan sets forth the basic land uses, intensity and density of such uses, relative height, bulk and size of buildings and structures proposed by Developer and approved by the City for development within the Property. As depicted on the site plan, the overall maximum number of residential units on the Property is 333 with 764 bedrooms and shall include a minimum of 19,000 square feet of commercial space. Notwithstanding anything contained in the foregoing, however, the City acknowledges that, while the Developer intends to develop the Project in general conformance with the Site Plan, in order to make the Project economically viable and otherwise feasible, Developer may request amendments to the Site Plan. The City shall process all submittals made by Developer in conformance with Section 7.1, below, and 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, however Developer shall not significantly deviate (more than five percent) from the unit breakdown set forth in this section.

4.2 Conceptual Commercial Site Plan Requirements. The commercial phase of this Project, as shown on ***Exhibit "C"*** attached hereto, is conceptual in nature but must meet the following requirements in order to comply with the Urban Activity Center as defined in the Regional Plan. The commercial parcel shall include a minimum of 19,000 square feet of commercial space. The minimum height of buildings on the commercial parcel shall be thirty-two (32) feet, which may be accomplished through taller architectural feature(s). Commercial buildings may be designed to have office or commercial uses on a second floor. No more than two buildings may have drive-through lanes. If a banking use, no more than two (2) drive-through lanes are allowed for the building. For other uses, the building is limited to no more than

one (1) drive-through lane. If there is no banking-related use, then drive-through lanes are limited to no more than one (1) per building. The drive aisle and pick-up window shall be on the south side of the building.

5. DEVELOPER OBLIGATIONS

5.1 Construction of Public and Other Related Improvements. Prior to issuance of public improvements permits for any phase or component of the Project, Developer shall provide security, in a form satisfactory to the City as set forth in the City's Zoning Code, that public and other related improvements will be constructed in accordance with approved plans. Developer shall, at its sole expense, construct or cause to be constructed all public and other related improvements as required by City codes, ordinances and this Agreement, and in accordance with approved specifications. Following the construction of the described public improvements and dedication of same to the City, unless otherwise provided, the City shall assume, at its expense, the maintenance and repairs of all public improvements in accordance with City policies. The Developer agrees that the construction of the public and other related improvements will coincide with the development of the Project.

Specifically, the scope and nature of the on-site and off-site right-of-way and other infrastructure improvements to be constructed in connection with the Project are as follows:

5.1.1. General Off-site Roadway Improvements: The developer provided a Traffic Impact Analysis ("TIA") to determine the necessary traffic mitigation for the Project. The parties agree that the developer's traffic mitigation will be accomplished in two ways: 1) Developer will be solely responsible for the design and construction of certain off-site roadway improvements: striping modification on Lone Tree at Sawmill Road to provide a westbound storage/acceleration lane, and, 2) Developer will make a cash contribution of two hundred thousand dollars ($200,000.00) prior to the issuance of any building permit, with the exception of a demolition permit for the residential portion of the Project, to the City for improvements to the Lone Tree Corridor. If the development has not received construction permits within five (5) years of the Effective Date of this Agreement, a revised TIA may be required. Additional off-site improvements may be required as part of the review and approval of the new TIA. All right-of-way dedications required for this development will be completed prior to issuance of building permits, with the exception of a demolition permit for the residential portion of the Project.

5.1.2. General On-site Roadway Improvements: On-site roadway improvements shall consist of adjacent roadway improvements including but not limited to curb, gutter, sidewalks, pedestrian ways, FUTS trails, bicycle ways, medians, and turn lanes. On-site roadway improvements include all Property frontage improvements along Butler Avenue and Sawmill Road. The on-site improvements shall include but not be limited to a right-turn deceleration lane having a 60-foot taper and 139-foot storage lane at the Project's Butler Avenue driveway, a 40-foot wide site access right-in/right-out only driveway on Butler Avenue, and two 26-foot wide site access driveways on Sawmill Road.

5.1.3. Adjacent Right-of-Way Landscaping Maintenance: All landscaping and irrigation in adjacent right-of-way areas shall be maintained by the Developer or assignee(s).

5.1.4. On-site Water, Sewer, and Stormwater Improvement Requirements: The developer will provide on-site water and sewer improvements in compliance with the Water and Sewer Impact Analysis dated May 4, 2018 ("WSIA"), stormwater improvements in conformance with the Drainage Impact Analysis Letter dated July 26, 2018, and the City of Flagstaff Engineering Design Standards. In accordance with the approved WSIA, if the development has not received construction permits within two (2) years of the approval date of the WSIA, a revised WSIA may be required. Additional off-site improvements may be required as part of the review and approval of the new WSIA.

5.1.5. Flagstaff Urban Trail System. As part of the development of the Property, and to facilitate the expansion of the Flagstaff Urban Trail System, prior to the issuance of a Certificate of Occupancy for the second phase of the residential development, the Developer agrees to dedicate a twenty (20) foot wide non-motorized easement ("FUTS Easement"), to the City, on a form approved by the City, and to construct the ten (10) foot wide FUTS trail as generally depicted on the approved Site Plans. The FUTS trail must be constructed in compliance with City engineering standards. Most of the FUTS trail will be aggregate-surfaced; except that the portion of FUTS trail adjacent to Sawmill Road that also functions as the public sidewalk must be concrete. The aggregate material used for the FUTS trail surface must be approved by the City. Developer agrees that the construction of the FUTS trail will coincide with the development of other public improvements for the Project. Snow removal from the concrete portion of the FUTS trail shall be the responsibility of the Developer.

5.2. Dedication of Public Easements. Public utility and drainage easements with respect to the Project must be identified on the construction plans and dedicated prior to issuance of building permits. Dimensions for these easements must be in accordance with City requirements. Prior to dedication of public easements, all Phase 1 Environmental Site Assessments ("ESA") and any Phase 2 ESA recommendations must be complied with.

5.3. Affordable Housing. Developer agrees to comply with the Affordability Plan set forth in ***Exhibit "E"***, attached hereto and incorporated by this reference. The Affordability Plan can be modified only upon the express written agreement of the City's Housing Director. The purpose of these requirements is to ensure that the affordable housing set-aside contribution of ten percent (10%) of the overall unit count (34 out of 333 units) for income-restricted rental units for households earning, on average, up to eighty per cent (80%) of the Area Media Income ("AMI"), but in no event exceed one hundred percent (100%) AMI, as defined by the United States Department of Housing and Urban Development ("HUD"), or its successors, is met and maintained for the life of this Agreement. Rental rates for the affordable units will be set at no more than thirty-three percent (33%) of the applicant's household income. These affordability criteria will be developed in more detail in the Affordability Plan and can be modified only with the express written consent of the Housing Director. Developer will also contribute five hundred thousand dollars ($500,000) to the City of Flagstaff's Housing Section for the purpose of affordable housing, to be made prior to the issuance of any building permit, with the exception of a demolition permit on the residential portion of the Project.

5.4. Safety Plan and Contribution. Developer agrees to participate in the City of Flagstaff Crime-Free Multi-Housing Program and agrees that a final safety plan that addresses events, parties, general safety requirements, staff, and operations shall be approved by the Planning Director prior to Certificate of Occupancy for any part of the residential portion of the development. Developer also agrees to contribute twenty-five thousand dollars ($25,000) to the Flagstaff Police Department and ten thousand dollars ($10,000) to the Flagstaff Fire Department to offset some of the additional costs of providing service to the Project.

5.5. Undisturbed Open Space Areas. The two areas on the Landscape Plan (Sheet L-1.01) labeled as Undisturbed Natural Landscape and Existing Ponderosa Pine shall remain undeveloped and undisturbed except for any necessary cleanup, additional new landscaping in the area north of the parking structure, and reseeding of disturbed areas with native seed mix.

5.6. Materials Management. Developer agrees to incorporate infrastructure to support recycling activities on-site, including easy access to recycling chutes and disposal locations near those dedicated for trash, as well as proper signage at each location. Developer agrees to work with the City's Sustainability Section to utilize best-practices in diverting debris produced in the construction of the development. Following construction, Developer will work with the Sustainability Section to ensure that the property management of the site utilizes best-practices in communicating proper recycling protocol to tenants and has all available resources to assist in this communication.

5.7. Permits and Building Fees. Developer agrees and understands that upon the submittal date of any application or permit, the current fees in effect at the time of submittal shall apply to the Project.

6. PHASING

6.1. Occupancy. Prior to any final or conditional Certificate of Occupancy being issued, the following are to be complete, approved, and accepted by the City: all underground utilities and all required public improvements, including sidewalk, turning lanes, and associated landscaping, as depicted on the Phasing Plan, attached hereto as ***"Exhibit D"***, and Site Plan.

6.2. Residential Towers. Developer's portion of the Project will consist of two five-story residential towers, a flex building open for public events, and six two-story townhome-style apartments. Developer will commence construction of each tower simultaneously but anticipates that the north tower (which will include the clubhouse amenities that will serve both towers) will be completed prior to the second tower. Developer anticipates leasing the north tower and allowing tenants to move in while the south tower is being completed. Developer anticipates that the north tower will be completed during Fall 2020. Developer shall prepare and submit a logistics plan, to be approved by the City during civil improvements plan review, which details, but is not limited to, construction sequencing/schedule, access, staging, and deliveries.

In addition to the requirements of Section 6.1 of this Agreement, the following must be completed prior to issuance of any Certificate of Occupancy for a residential tower: parking required for the residential tower for which the Certificate of Occupancy is sought with

associated landscaping, and site lighting; all drainage infrastructure required for proper operation of the entire residential portion of the Project; emergency ingress/egress per applicable International Building Code (IBC) requirements, including any City of Flagstaff revisions; installation and maintenance of all required fire access lanes; and any items identified by the City related to the health and safety of the tenants and general public. The FUTS Trail must be completed prior to issuance Certificate of Occupancy for the south residential tower.

6.3 Commercial/Retail Component. As of the date of this Agreement, Developer has contracted to sell the commercial parcel to Accelerated Mesa Country Club, LLC, who will subsequently develop the improvements to be located on the commercial parcel as identified in the Phasing Plan and Site Plan. Notwithstanding any sale of the commercial parcel, Developer remains responsible for the improvements set forth in Sections 6.1 of this Agreement. In the event that Certificate of Occupancy has not been granted on the improvements on the commercial parcel within six years from the date of this Agreement, after notification by certified mail to the owner and applicant who requested the rezoning, the City shall schedule a public hearing before City Council to take action to extend, remove or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former zoning classification.

In addition to the requirements of Section 6.1 of this Agreement, the following must be completed prior to issuance of any Certificate of Occupancy for the commercial parcel: parking required for the commercial development with associated landscaping, and site lighting; all drainage infrastructure required for proper operation of the commercial portions of the site; emergency ingress/egress per applicable IBC requirements, including any City of Flagstaff revisions; installation and maintenance of all required fire access lanes; and any items identified by the City related to the health and safety of the tenants and general public.

7. DEVELOPMENT PROCESS.

7.1 Diligence in Responding to Approval Requests. The City hereby acknowledges and agrees that development of the Property 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 Developer in good faith to process all such Approval Requests. Any modifications to the approved plans shall come into compliance with City codes and standards in accordance with Section 3.2.

8. DEFAULT; REMEDIES

8.1 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.

8.2. 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 mediations 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 City and the Developer 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.

8.3. Developer's Remedies. In the event that the City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 8.1 above, then, in that event, in addition to all other legal and equitable remedies which the Developer may have, the Developer may terminate this Agreement by written notice delivered to the City.

8.4 City's Remedies. In the event that the Developer is in default under this Agreement, and the Developer thereafter fails to cure any such default within the time period described in Section 8.1 above, then, in that event, in addition to all other legal and equitable remedies which the City may have, the City may terminate this Agreement by written notice delivered to the Developer.

8.5 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, the Developer shall have no further rights to develop the Property pursuant to this Agreement.

8.6 No Personal Liability. No current or former member, official, or employee of the City or Developer when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by the City or Developer, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of the City or Developer, as applicable, under the terms of this Agreement.

8.7 Liability and Indemnification. Developer shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by City or Developer, or nonperformance of this Agreement by the Developer.

9. GENERAL PROVISIONS

9.1 Effective Date and Term. This Agreement shall be effective (the "**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 thirty years from such date.

9.2 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 Developer:
City Manager	McGrath Real Estate Partners, LLC
City of Flagstaff	950 Corbindale Road, Suite 300
211 West Aspen Avenue	Houston, TX 77024-2849
Flagstaff, Arizona 86001	Attention: Barrett O. Kirk

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.

9.3 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.

9.4 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.

9.5 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. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Texas and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

9.6 Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings or agreements between the parties. This provision 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 provision has no effect on them.

Exhibit "A" Legal Description of Property
Exhibit "B" Site Plans

Exhibit "C" Conceptual Plan: Commercial Property
Exhibit "D" Phasing Plan
Exhibit "E" Affordability Plan
Exhibit "F" Zoning Ordinance

9.7 Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

9.8 Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

9.9 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona.

9.10 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 the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

9.11 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 Developer 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.

9.12 Conflict of Interest. Pursuant to Arizona law, rules, and regulations, no member, official, or employee of the City shall have a 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.

9.13 Compliance with All Laws. Developer will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations, and policies.

9.14 Successors and Assigns; Restriction on Assignment by Developer. The provisions of this Agreement shall inure to the benefit and be binding upon the permitted successors and assigns of the parties hereto. Notwithstanding anything contained in the foregoing to the contrary, until completion of construction of the Project, the right of Developer to assign its rights, duties, and obligations under this Agreement shall be limited to the following (which

assignments shall not require City approval provided that the City is timely notified of such assignment):

(a) Assignments made by the Developer in connection with obtaining financing, and the exercise of lender remedies with respect thereto;

(b) An assignment of all rights and obligations of Developer under this Agreement to a real estate developer reasonably acceptable to and approved by the City; however, that if Developer or a current principal of Developer retains an ownership interest and management control in such real estate developer, then, in that event, the City's prior approval shall not be required; or

(c) An assignment by Developer of its rights under this Agreement to a corporation, partnership, joint venture, limited liability company, trust, or other legal entity which is controlled by, under common control with, or which controls Developer, or which is owned or controlled by a principal of Developer; or

(d) Any partial assignment of this Agreement to the owner of the commercial parcel with respect to the development of the improvement on such commercial parcel provided that Developer retains responsibility for the public improvements and dedications identified above.

With the exception of those instances set forth in Section 9.14(a)-(d), above, the Developer shall not transfer or assign any part of its rights and/or obligations arising under this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. After the completion of construction of the Project, Developer may assign this Agreement to any purchaser of the portion of the Project owned by Developer without the City's consent (provided that the City is timely notified of such assignment). Notwithstanding anything contained in the foregoing to the contrary, no assignment of this Agreement or any specific rights, obligation, or duties of Developer under this Agreement shall release Developer, its successors, or assigns, from its obligations hereunder, unless specifically agreed to by the City.

9.15 Restriction on Assignment by City. The City shall not transfer or assign all or any part of its rights and obligations under this Agreement without the prior written consent of the Developer, which consent may not be unreasonably withheld, conditioned, or delayed.

10. WAIVER OF CLAIM FOR DIMINUTION IN VALUE.

Developer hereby waives and fully releases any and all financial loss, injury, claims, and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138 (the "**Act**"), in connection with the application of the City's existing land use laws and including Ordinance Number 2019-xx regarding the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all

claims, causes of actions, demands, losses and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws, including Ordinance Number 2019-xx, upon the Property.

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

City of Flagstaff

Coral Evans, Mayor

Attest:

City Clerk

Approved as to form and authority:

City Attorney

McGrath Real Estate Partners, LLC, a Texas Domestic Limited-Liability Company

By: _____

Name: _____

Title: _____

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 McGrath Real Estate Partners, LLC, a Texas Domestic Limited-Liability Company, for the purposes therein contained.

Notary Public
My Commission Expires: _____

LEGAL DESCRIPTION
EXHIBIT 'A'
APN:104-03-005B & 104-13-002B
Ref No. #17113
5/1/2018

A portion of that parcel of land as described in Instrument Number 3229459, and as shown on Instrument Number 3788056, Official Records of Coconino County (herein referred to as R1), lying within the north half of Section 22, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at the northeast corner of said parcel, from which the southeast corner of said parcel bears South 00°35'15" East, 1201.44 feet (Basis of Bearing, R1), said point being in common with the southerly Right-of-Way line of Butler Avenue as shown on R1, and the beginning of a non-tangent curve concave to the north, having a radius of 1402.01 feet, and being subtended by a chord which bears North 81°21'24" West, 48.55 feet;

Thence along westerly along said Right-of-Way line, and along said curve 48.55 feet through a central angle of 1°59'03" to the **TRUE POINT OF BEGINNING**;

Thence leaving said north line, South 9°22'03" West, 87.66 feet;

Thence South 15°09'19" West, 85.25 feet;

Thence North 89°59'57" West, 439.40 feet;

Thence North 5°55'05" East, 239.41 feet;

Thence North 53°51'24" East, 33.50 feet to a point on the southerly Right-of-Way line of Butler Avenue as shown on R1;

Thence easterly along said Right-of-Way line, South 78°12'18" East, 377.22 feet to the beginning of a curve concave to the north, having a radius of 1402.01 feet, and being subtended by a chord which bears South 79°12'52" East, 56.28 feet;

Thence continuing along said Right-of-Way line, 56.29 feet through a central angle of 2°18'01" to the **TRUE POINT OF BEGINNING**;

Containing 2.24 Acres, more or less.

Parcel 2:

Commencing at the northeast corner of said parcel, said point being in common with the southerly Right-of-Way line of Butler Avenue as shown on R1, and the **TRUE POINT OF BEGINNING**;

Thence along the east line of said parcel, South 00°35'15" East, 1201.44 feet (Basis of Bearing, R1), to the southeast corner of said parcel;

Thence along the south line of said parcel, South 89°31'12" West, 259.96 feet;

Thence continuing along said south line, South 89°28'31" West, 105.58 feet to the southwest corner of said parcel;

Thence along the west line of said parcel, North 18°51'21" West, 629.44 feet to a point on the easterly Right-of-Way line of Sawmill Road as shown on R1;

Thence continuing along said west line and along said Right-of-Way line, North 5°55'05" East, 451.06 feet;

Thence leaving said west line and said Right-of-Way line, South 89°59'57" East, 439.40 feet;

Thence North 15°09'19" East, 85.25 feet;

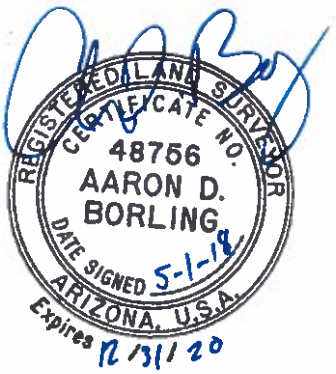
Thence North 9°22'03" East, 87.66 feet to a point on the southerly Right-of-Way line of Butler Avenue as shown on R1, said point being the beginning of a non-tangent curve concave to the north having a radius of 1402.01 feet and being subtended by a chord which bears South 81° 21'24" East, 48.55 feet;

Thence easterly along said Right-of-Way line, and along said curve 48.55 feet through a central angle of 1°59'03" to the **TRUE POINT OF BEGINNING**;

Containing 12.26 Acres, more or less.

See Exhibit 'A' attached hereto and made a part hereof.

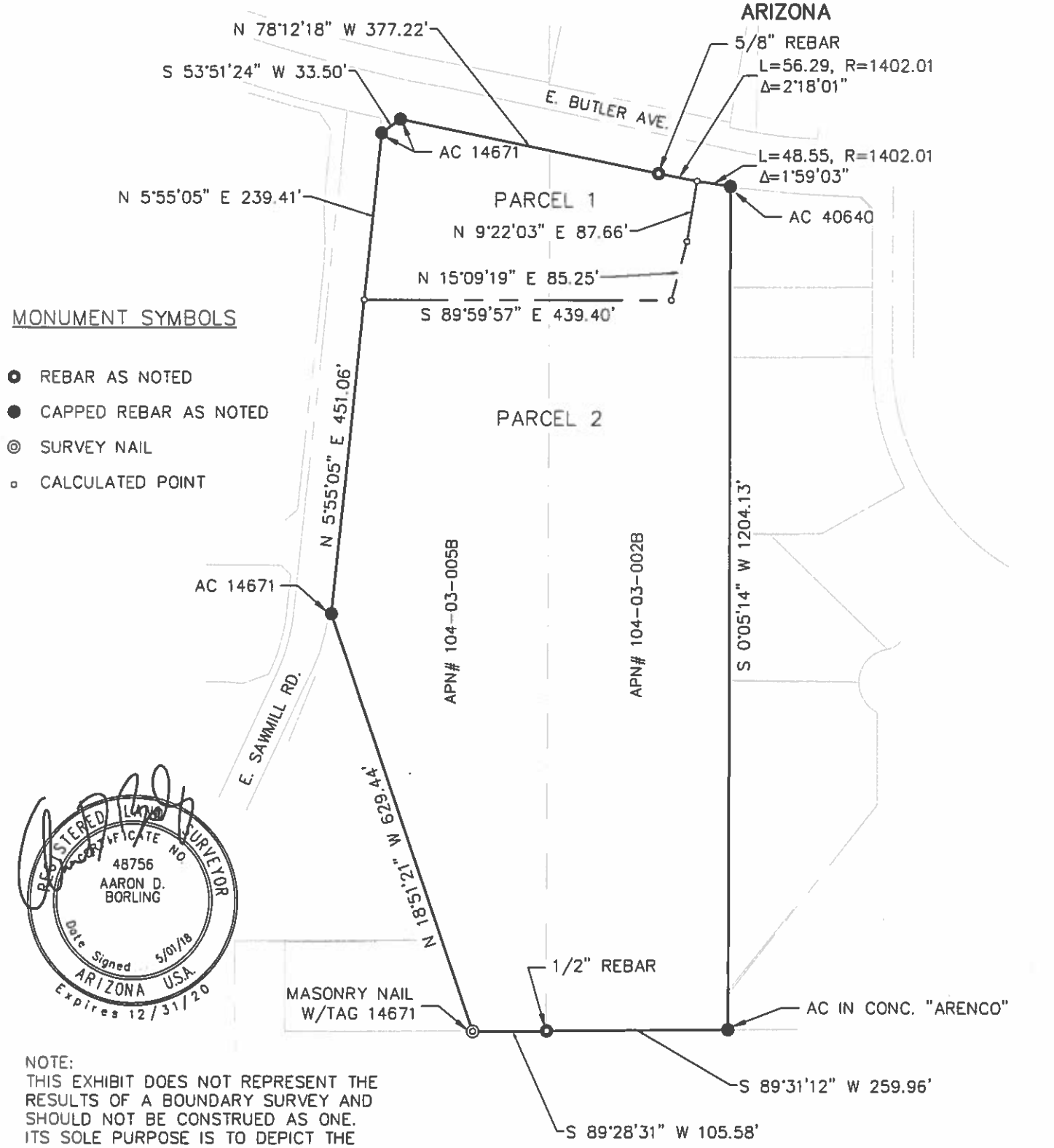
This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, AZ.



PLOTTED: May 01, 2018-10:49am

EXHIBIT 'A'

A PORTION OF SECTION 22, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE AND MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed 5/01/18
ARIZONA U.S.A.
Expires 12/31/20

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

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

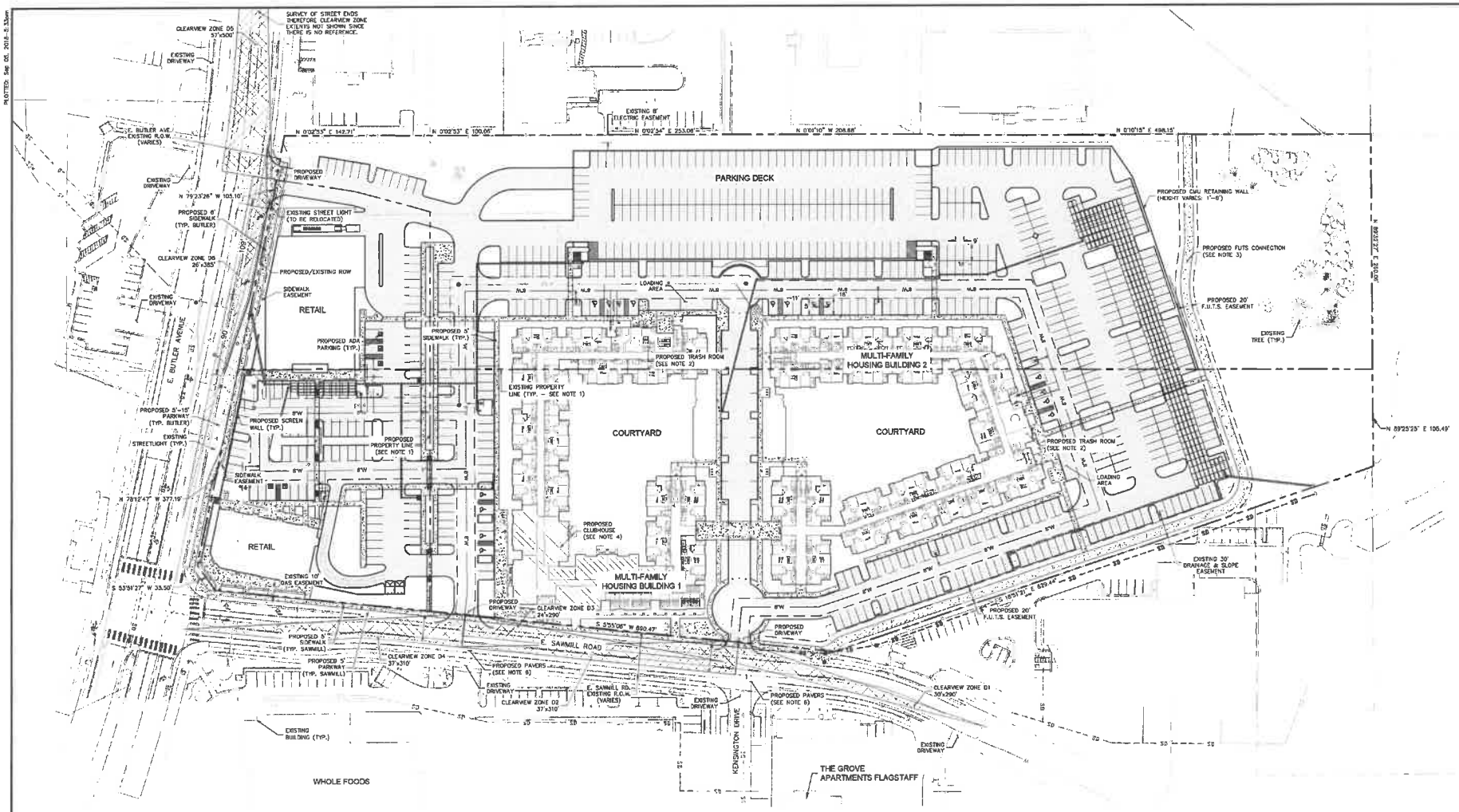
JOB NO.	17113
DATE	5-1-2018
SCALE	1"=200'
DRAWN	MJR
DESIGN	
CHECKED	ADB

ASSET PLUS — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT "A"

SHEET 3 OF 3

FILE: P:\2017\17113\Survey\Legal Descriptions\EXHIBIT A.dwg MJR-C3D-17



DRIVEWAY CLEAR VIEW ZONE CALCULATIONS

ID #	MAJOR STREET	MANEUVER DIRECTION	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 (ISD)3	STOPPING SIGHT DISTANCE (SSD)
D1	East Sawmill Road	Right	30	6.5	Yes	na	1	6.5	290	200
D2	East Sawmill Road	Left	30	7.5	Yes	Yes	2	7.0	310	200
D3	East Sawmill Road	Right	30	6.5	Yes	No	1	6.5	290	200
D4	East Sawmill Road	Left	30	7.5	Yes	Yes	2	7	310	200
D5	East Butler Avenue	Left	40	7.5	Yes	Yes	3	8.5	500	200
D6	East Butler Avenue	Right	40	6.5	Yes	No	1	6.5	385	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 9-54 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.

MULTI-FAMILY HOUSING PROJECT DATA:

GROSS PARCEL AREA: 539,672 SF

TOTAL SQUARE FOOTAGE (MULTI-FAMILY HOUSING): 397,000 SF

GROSS AREA (MULTI-FAMILY HOUSING): 370,000 SF
GROSS AREA (INCLUDING AMENITIES): 397,000 SF

NET AREA (MULTI-FAMILY HOUSING): 306,000 SF
NET AREA (INCLUDING AMENITIES): 321,000 SF

TOTAL UNITS 238

PARKING
TOTAL PARKING REQUIRED = 906 MIN
= 636 MAX (5% OVERPARKED)

TOTAL PARKING PROVIDED = 749 SPACES
431 SURFACE SPACES
318 STRUCTURED SPACES

TOTAL BIKE STORAGE PROVIDED = 256 SPACES (INTERIOR)
+ 22 SPACES (EXTERIOR)

RETAIL PROJECT DATA:

GROSS PARCEL AREA: 92,383 SF

PAD A BUILDING AREA: 15,000 SF
PAD B BUILDING AREA: 7,300 SF
TOTAL: 22,300 SF

PARKING
PAD A (GENERAL RETAIL) = 1 PER 300 SF
PAD A REQUIRED PARKING = 50 SPACES

PAD B (RESTAURANT) = 1 PER 100 SF + 1 PER EMPLOYEE
PAD B REQUIRED PARKING = 27 SPACES
PAD B (GENERAL RETAIL) = 1 PER 300 SF
PAD B REQUIRED PARKING = 16 SPACES

INDUSTRIAL PARKING STANDARD	REQUIRED	PROVIDED
ACCESSIBLE PER ADA	5	5
TOTAL PARKING	95	99

TOTAL BIKE STORAGE PROVIDED = 5 EXTERIOR SPACES

NOTES:
1. A LOT COMBINATION WILL BE COMPLETED WITH FINAL DESIGN.
2. TRASH WILL BE COLLECTED AND COMPACTED INTERNALLY WITHIN A TRASH ROOM, AND TRASH-PICK UP WILL BE ACCOMMODATED ON-SITE IN AN AREA REMOTE FROM ADJACENT FRONTAGES ALONG BUTLER AND SAWMILL.
3. THE PROPOSED 10' FUTS TRAIL IS SHOWN CONCEPTUALLY. ASSET PLUS AND THE CITY SHALL COORDINATE GRADING AND TRAIL ALIGNMENT.
4. BIKE STORAGE WILL BE PROVIDED WITHIN THE CLUBHOUSE LAYOUT.
5. ROOF DRAIN LOCATIONS WILL BE FINALIZED DURING FINAL DESIGN.
6. COLORED PAVERS WILL BE PROVIDED IN THE PROPOSED INTERSECTIONS AS SHOWN TO PROVIDE A SAFER CROSSING FOR PEDESTRIANS BETWEEN THE PROPOSED PROJECT AND THE EXISTING DEVELOPMENT TO TO THE WEST.

SCALE 1" : 50'
0 25 50

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.P. Project #PZ-17-00089

PLOTTED: Sep 05, 2018 - 8:33am

FILE: P:\2017\7113\DRAWINGS\SITE PLANS\7113-SITE PLANDWG 48x36

NO.	DESCRIPTION	REVISIONS DATE	BY

Shephard & Wesnitzer, Inc
110 W. Dale Avenue
Flagstaff, AZ 86001
928.774.8534 tel
928.774.8934 fax
www.swiaz.com

JOB NO: 7113
DATE: SEP 18
SCALE: AS SHOWN
DRAWN: KMB
DESIGN: KMB
CHECKED: SS

MCCRATH MULTI-FAMILY HOUSING & RETAIL
FLAGSTAFF ARIZONA

CIVIL SITE PLAN

Call at least two full working days before you dig
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
SP01

SHT NO. 2 OF 3

APRC MULTI-FAMILY FLAGSTAFF - UNIT MIX

UNITS				BUILDING LEVEL					TOTALS				
UNIT TYPE	DESCRIPTION	NET SQ. FT.	GROSS SQ. FT.	1	2	3	4	5	No of Units	NET SQ. FT. PER UNIT TYPE	GROSS SQ. FT. PER UNIT TYPE	NO	%
A0	Studio	449	449	0	1	2	2	2	7	3,143	3,143	7	2.9%
A1	1Bdr/1Bath	659	659	2	2	2	2	2	10	6,590	6,590	10	4.2%
B1	2Bdr/2Bath	971	971	2	2	4	4	4	16	15,536	15,536	16	6.7%
C1	3Bdr/3Bath	1,155	1,155	1	1	1	1	1	5	5,775	5,775	15	6.3%
C1A	3Bdr/3Bath	1,155	1,155	2	2	2	2	2	10	11,550	11,550		
D1	4Bdr/4Bath	1,397	1,397	21	26	27	27	27	128	178,816	178,816	190	79.8%
D1A	4Bdr/4Bath	1,397	1,397	9	9	9	9	9	45	62,865	62,865		
D1B	4Bdr/4Bath	1,397	1,397	1	1	1	1	1	5	6,985	6,985		
D1C	4Bdr/4Bath	1,397	1,397	1	1	1	1	1	5	6,985	6,985		
D1D	4Bdr/4Bath	1,441	1,441	0	1	2	2	2	7	10,087	10,087		
TOTALS				**39**	**46**	**51**	**51**	**51**	**238**	**308,332**	**308,332**	**238**	**100%**
AVERAGE UNIT SIZE (S.F.)		1,296											08.23.18

2 UNIT MIX



1 MAIN ELEVATION

08.23.18

BUILDING DATA - APRC MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

MEEKS PARTNERS
19000 Memorial Drive
Suite 100
Houston, Texas 77079
281.589.8787

A-01

JOB NO. 17013

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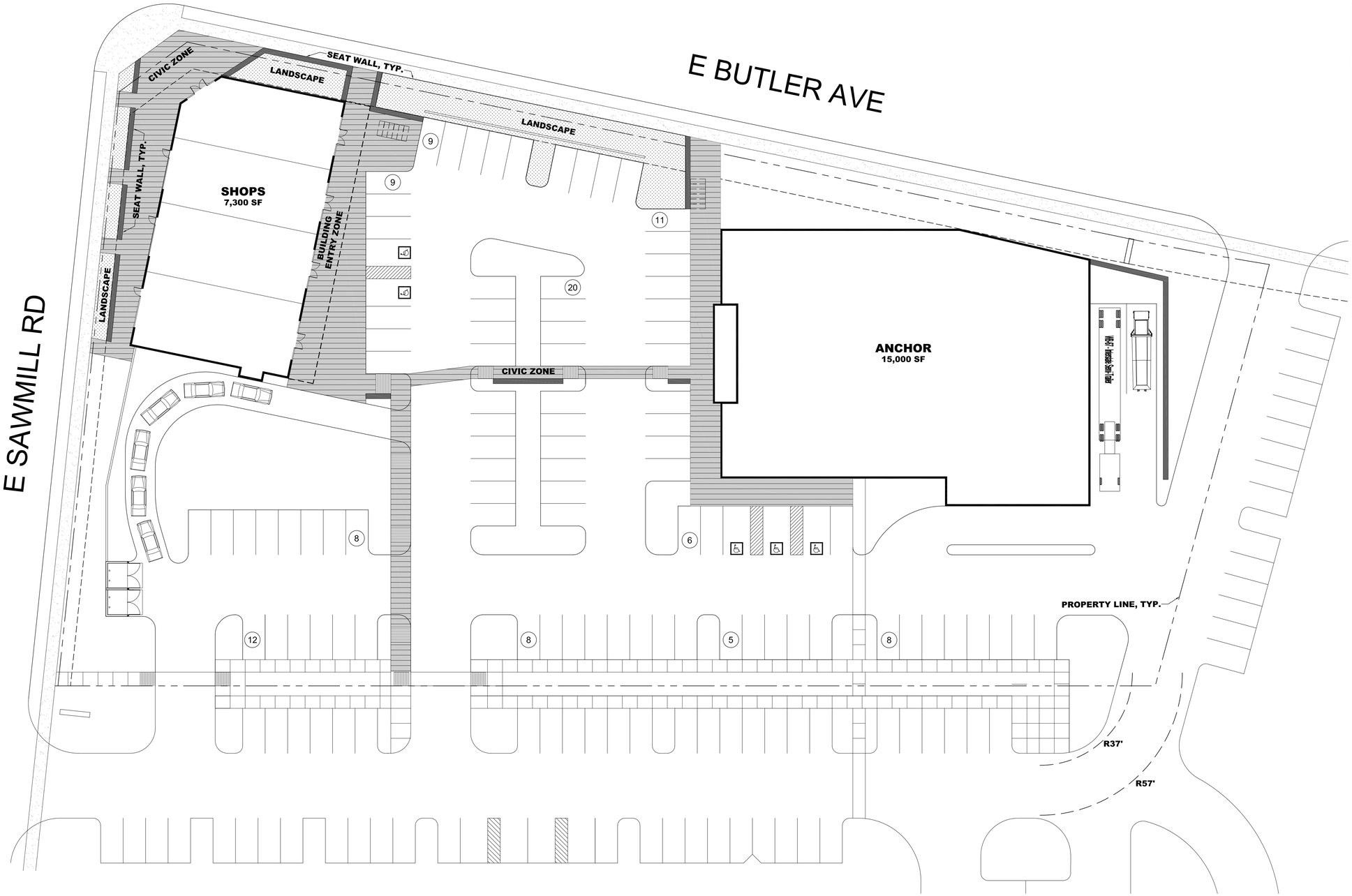


SITE DATA

PARCEL NUMBER	: 104-03-005B, 104-13-002B
SITE AREA	: 97,972 SF (2.24 AC)
ZONING	: HC (PROPOSED)
ANCHOR	: 15,000 SF
PARKING REQUIRED	
GENERAL RETAIL 1/300	: (15,000 SF) 50 STALLS
SHOPS	: 7,300 SF
PARKING REQUIRED	
RESTAURANT 1/100 + 1 / EMPLOYEE	: (2,000 SF) 20+7 = 27 STALLS
GENERAL RETAIL 1/300	: (5,300 SF) 18 STALLS
TOTAL PARKING REQUIRED	: 95 STALLS
PARKING PROVIDED	: 99 STALLS
PARKING RATIO	: 4.3/1000
CIVIC SPACE (5.0% MINIMUM)	: 4,900 SF
BUILDING COVERAGE	: 23%
FLOOR AREA RATIO (FAR)	: 0.23

CONCEPTUAL PLAN - COMMERCIAL PROPERTY

SCALE: 1" = 20'-0"

N

Another Successful Joint Venture From:

WADSWORTH DEVELOPMENT GROUP | Accelerated DEVELOPMENT SERVICES

MCGRATH MULTI-FAMILY HOUSING AND RETAIL

SEC SAWMILL & BUTLER, FLAGSTAFF, AZ

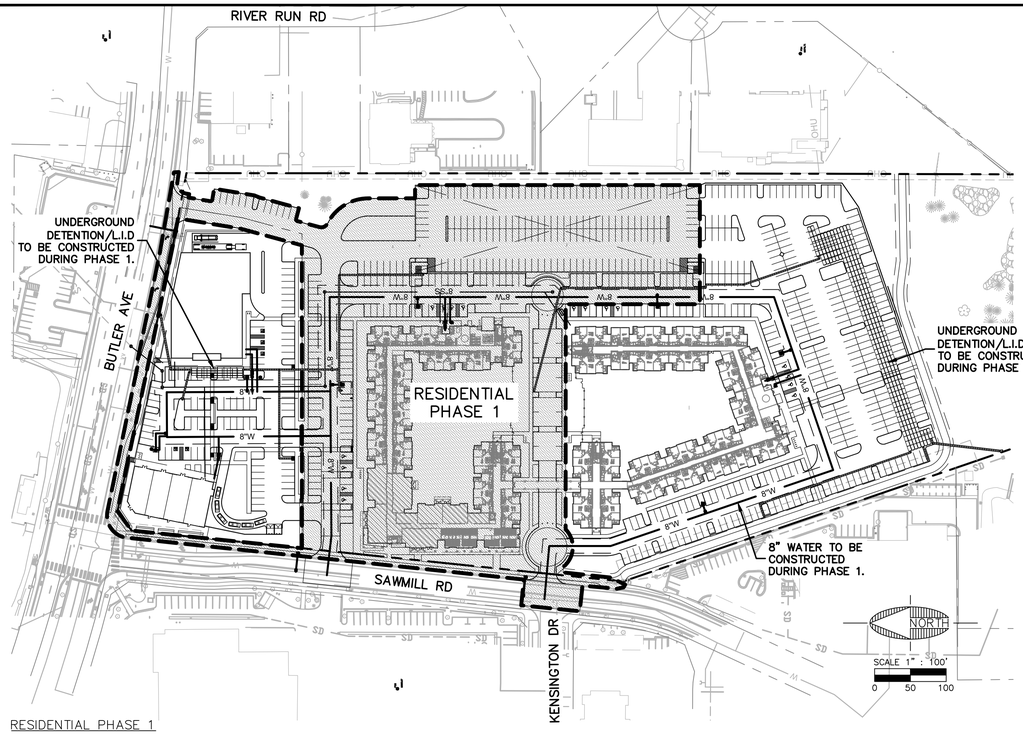
01/03/18

PROJECT NO.: 18090.00

VERTICAL DESIGN STUDIOS
Architecture · Planning · Interior Design

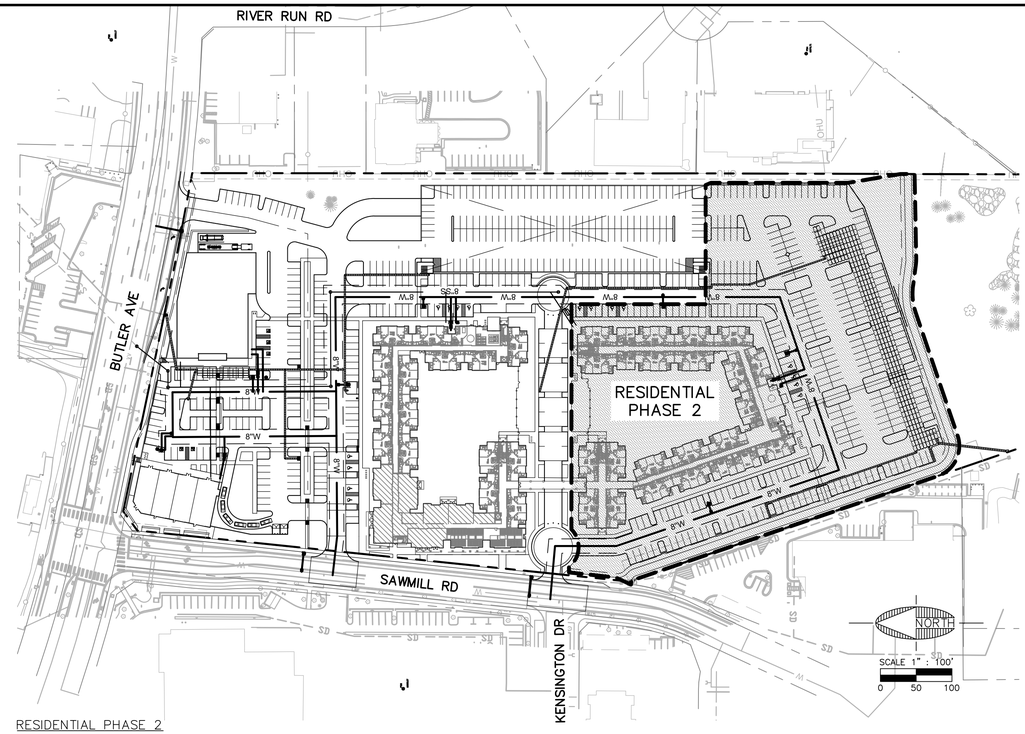
4650 E. Cotton Center Boulevard Phoenix, AZ 85040
602.395.1000 www.verticaldesignstudios.com

PLOTTED: Jan 18, 2019 - 7:44am



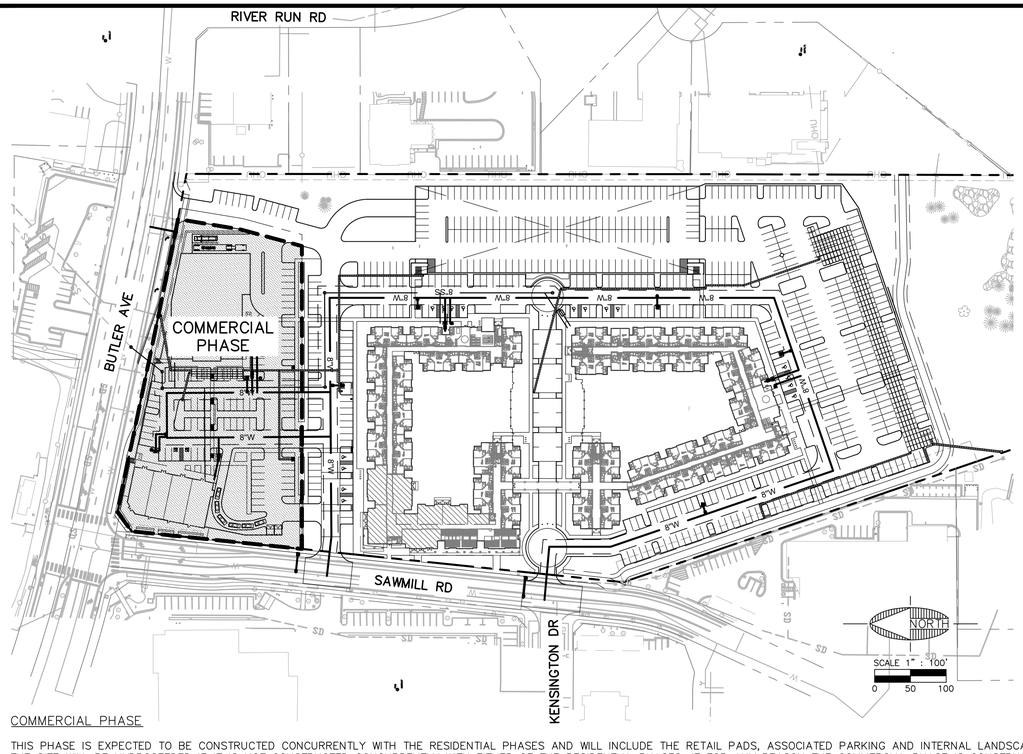
RESIDENTIAL PHASE 1

BUTLER AVENUE RIGHT TURN LANE AND DRIVEWAY, BUTLER AVENUE FRONTAGE IMPROVEMENTS AND LANDSCAPING, BOTH DRIVEWAYS ON SAWMILL ROAD, SAWMILL ROAD FRONTAGE IMPROVEMENTS AND LANDSCAPING, SHARED DRIVE AISLE BETWEEN NORTH RESIDENTIAL BUILDING AND COMMERCIAL PHASE, EXTENSION OF KENSINGTON DRIVE THRU SITE, PARKING STRUCTURE, ALL WATER AND SEWER MAIN LINES AND SERVICES TO BOTH RESIDENTIAL BUILDINGS AND EACH OF THE COMMERCIAL BUILDINGS, ALL ONSITE STORM DRAIN AND UNDERGROUND DETENTION, NORTH RESIDENTIAL STRUCTURE. UPON COMPLETION OF THE NORTH RESIDENTIAL BUILDING, A CONDITIONAL CERTIFICATE OF OCCUPANCY SHALL BE ISSUED, SUBJECT TO THE REQUIREMENTS OUTLINED IN THE DEVELOPMENT AGREEMENT.



RESIDENTIAL PHASE 2

CONSTRUCTION OF THIS PHASE WILL BE SIMULTANEOUS WITH RESIDENTIAL PHASE 1, ALTHOUGH IT IS EXPECTED THAT THE NORTH RESIDENTIAL BUILDING WILL BE COMPLETED FIRST DUE TO CONSTRUCTION SEQUENCING. SITE IMPROVEMENTS SOUTH OF THE KENSINGTON DRIVE EXTENSION, SOUTH RESIDENTIAL BUILDING, FLAGSTAFF URBAN TRAIL SYSTEM (FUTS) EXTENSION FROM SAWMILL ROAD TO THE EAST PROPERTY LINE.



COMMERCIAL PHASE

THIS PHASE IS EXPECTED TO BE CONSTRUCTED CONCURRENTLY WITH THE RESIDENTIAL PHASES AND WILL INCLUDE THE RETAIL PADS, ASSOCIATED PARKING AND INTERNAL LANDSCAPING. THE SITE WILL BE HYDROSEEDED IF IT IS NOT CONSTRUCTED CONCURRENTLY WITH EITHER OF THE RESIDENTIAL PHASES. IF FOR ANY REASON THE COMMERCIAL PHASE IS CONSTRUCTED PRIOR TO EITHER OF THE RESIDENTIAL PHASES, THE FOLLOWING IMPROVEMENTS WILL BE REQUIRED WITH THE COMMERCIAL PHASE: BUTLER AVENUE RIGHT TURN LANE AND DRIVEWAY, BUTLER AVENUE FRONTAGE IMPROVEMENTS AND LANDSCAPING, THE NORTH DRIVEWAY ON SAWMILL ROAD, SAWMILL ROAD FRONTAGE IMPROVEMENTS AND LANDSCAPING, SHARED DRIVE AISLE BETWEEN THE NORTH RESIDENTIAL BUILDING AND COMMERCIAL PHASE, ALL ONSITE STORM DRAIN AND UNDERGROUND DETENTION, ALL WATER AND SEWER MAIN LINES AND SERVICES TO THE COMMERCIAL BUILDINGS, AND THE FLAGSTAFF URBAN TRAIL SYSTEM (FUTS) EXTENSION FROM SAWMILL ROAD TO THE EAST PROPERTY LINE.

FILE: P:\2017\17113\DRAWINGS\EXHIBITS\PHASING PLAN FOR COUNCIL\MCGRATH PHASING PLAN.DWG SIRWIN

FLAGSTAFF ARIZONA

MCGRATH MULTI-FAMILY & RETAIL

EXHIBIT "D" PHASING PLAN

JOB NO:	17113
DATE:	JAN 19
SCALE:	AS SHOWN
DRAWN:	SCI
DESIGN:	SCI
CHECKED:	

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
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 plan to excavate
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project #PZ-17-00089

DRAWING NO.
EX01

SHT NO. 1 OF 1

Exhibit E – **Affordability Plan**
McGrath Real Estate Partners

This Affordability Plan is referenced in the development agreement between McGrath Real Estate Partners and the City of Flagstaff, approved by Council through Resolution 2019-XX. This document can be modified only upon the express written agreement of the City's Housing Director. The development is comprised of 327-unit multi-family units in two five-story buildings and 6 townhome style units, in which 10% (rounded up to 34) of the units will be designated as rent restricted for the Affordable Housing Program (the "Program"). This document serves to detail the requirements set forth in Section 5.3 and is referred to as "Exhibit E" of the Development Agreement. The Program will be run by the chosen property management company and overseen by the City of Flagstaff Housing Section.

Program Details

- 34 of the 333 units will be designated as Rent Restricted Units (RRUs)
- The maximum monthly rental price will be based on tenant income; no greater than 30% of tenant's income will be spent on rent and basic utilities
- The maximum income served by the Program shall be 80% AMI
- Lease terms will be no less than nine months and not more than 12 months
- Notice of recertification will be required no more than 120 days prior to lease expiration. Annual income recertification shall occur at lease renewal. Any changes to household size and income shall be reported at lease renewal. Appropriate changes to the unit size will be determined by management, based on RRU availability.

Unit Mix		
Unit Description	Designated for Program	Total in Project
efficiency	3	60
studio	4	28
1 br / 1 bath	10	28
2 br / 2 bath	9	71
2 br / 2.5 bath	1	6
3 br / 3 bath	7	66

Qualifications

All applicants interested in an RRU will be required to fill out the standard application, regardless as to whether their qualifications meet the income guidelines or not. The following information will be used to determine eligibility to lease a RRU:

Household Size * Student Status * Income * Assets *Screening Process

1. **Household Size**. A key component of the income qualifying process as shown on the income limits chart (attached), household size will be used to determine how many individuals will be residing in the unit, and how large of a unit the household requires.
2. **Student Status.** A household solely comprised of full-time students in most instances, will not qualify for the Program. Exceptions to this policy include:
    - The household consists of minor, dependent children in the legal custody of a student. Proof of custodial award may be required.
    - Household member participates in the Job Training Partnership Act (JTPA) program and can provide documentation and on-going participation.

- Part-time students qualify as long as they are employed more than 25 hours a week and provide verification of part-time student status (9 hours or less per semester).
- A household whose occupants are all considered full time students (more than 10 hours per semester) may qualify if the following criteria are met and verified:
  - To be eligible for the Program, full time students living outside of their parents' or legal guardians' homes, must have established a separate household for at least one year prior to applying for the Program. Supporting evidence must be provided.
  - All occupants are employed a minimum of 25 hours per week.
  - All occupants have not been claimed as a dependent on their parents', guardians', or other's tax payer's income tax return for the duration of the last two years. Supporting tax returns of the applicants must be provided.

3. **Income**. All employed applicants over the age of 18 that live in the RRU must provide income verification. Applicants who qualify for the Program shall earn an income no greater than 80% of the Area Median Income (AMI). A standardized income verification formula must be used. Information and/or documentation may include:
   - Front page of previous year's tax return
   - Last 6 weeks of pay stubs
   - Copies of awards, grants, or scholarships
   - Proof of child support
   - Social Security award letter
   - Self-employed will be asked to provide last 2 year's tax returns and 1099s. etc.
   - Third party verifications (faxed, emailed, or mailed)
   - Other required income information as deemed necessary from the management based on information provided in the application

4. **Assets**. Applicants will be asked to disclose total assets over $5,000 or more. If the applicant sold a home or real property within the last 24 months, a copy of the closing statement must be provided. If the applicant has disposed of an asset through foreclosure or short sale within the last 24 months, documentation of said transaction must be provided.

5. **Screening Process**. Program applicants will be subject to the same background screening process as all other applicants. Unsatisfactory results from the screening process may lead to a denial if clarifying documentation cannot be provided.

6. Applicants that are currently enrolled in a federal housing subsidy program do not qualify for the Program. Households on the wait list for a Federal Housing Subsidy at the time of move in and who are activated off the wait list for a Federal Housing Subsidy while a participant in this Affordable Housing Program will be allowed to remain a participant until the household's current lease expires. The household must notify the Owner or their designee within 10 days of the award of the subsidy and provide documentation of said award.

Property Information

Commencing at issuance of Certificate of Occupancy, each building will have RRUs available for eligible Program tenants. The RRUs shall be scattered throughout the two buildings to the extent feasible, however, the location of each RRU does not have to be fixed. "Floating" units are permitted based on

applicant requests and unit availability. One RRU shall be located within the townhome style buildings. Additionally, it is acceptable if the initial unit mix identified in this document shifts slightly over time based on need and availability, so long as a maximum 80% AMI is served.

Affordable Unit Reporting

A property management company representing the Developer will monitor and administer the Program. The property management company will provide to the City of Flagstaff's Housing Section on a semi-annual basis the following information:

- List of RRU vacancies
- List of potential lease ups
- Name and household size of each RRU tenant
- Gross household income of all tenants residing in the RRUs
- Proof that the incomes served are no more than 80% AMI
- Notes about the status of renewals or any other issues being reviewed by property management
- Proof the RRU count is maintained at 34
- Location of RRUs
- Current waiting list and unit size requested

Advertising

If any vacancies are reported to City staff, the management shall also provide proof of the property's effort to advertise the availability of affordable units to qualified households.

Definitions

Affordable Housing: the national standard for housing affordability involves no greater than 1/3 of a household's gross income spent on rent or mortgage costs, including utilities.

Area Median Income (AMI): The median income of household Income limits are determined by HUD and updated annually. The City of Flagstaff Housing Section will supply the property management company with HUD's updated income limits annually.

Rent Restricted Unit (RRU): Any of the 34 designated units that house qualified applicants. The maximum monthly rental price for an RRU shall be no more than 30% of the qualifying household's monthly income.

Household: All the persons living in the unit more than 50% of the year. Household size is a key qualifying component for the Program. Building codes and Fair Housing standards shall be followed when placing a household of any size into a rent restricted unit.

Household Income: Total income received by all members of the household over the age of 18, including other forms of income based on information provided in the application. A standardized income calculation method shall be used.

US Department of Housing & Urban Development (HUD): Income limits for various federal housing programs are determined by HUD. 30%, 50%, 80% and 100% area median income categories are provided annually by HUD. The 60% income category is provided by Arizona Department of Housing

(ADOH). The Affordable Housing Program referred to in this document is not federally run. See income limit chart below for allowable incomes for the Program.

2019 Area Median Income Limits for Flagstaff

Household size	30%	50%	60%	80%	100%
1	$16,050	$26,750	$32,100	$42,800	$53,500
2	$18,350	$30,600	$36,720	$48,900	$61,200
3	$21,330	$34,400	$41,280	$55,000	$68,800
4	$25,750	$38,200	$45,840	$61,100	$76,400
5	$30,170	$41,300	$49,560	$66,000	$82,600
6	$34,590	$44,350	$53,220	$70,900	$88,700
7	$39,010	$47,400	$56,880	$75,800	$94,800
8	$43,430	$50,450	$60,540	$80,700	$100,900

Note: 30%, 50%, 80% and 100% income categories are provided by HUD. The 60% income category is provided by ADOH.

ORDINANCE NO. 2019-20

AN ORDINANCE AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 14.51 ACRES OF REAL PROPERTY LOCATED AT 825 AND 829 E. BUTLER AVE. ON PARCEL NUMBERS 104-13-002B AND 104-03-005B FROM LIGHT INDUSTRIAL (LI) AND HEAVY INDUSTRIAL (HI) TO 2.24 ACRES OF HIGHWAY COMMERCIAL (HC) AND 12.27 ACRES OF HIGH DENSITY RESIDENTIAL (HR), WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, McGrath Real Estate Partners, LLC ("the Applicant"), has applied for a Direct to Ordinance Zoning Map Amendment of approximately 14.51 acres of real property located within the City of Flagstaff, a legal description of which is provided in **"Exhibit A"** attached hereto and incorporated by this reference ("the Property"), from Light Industrial (LI) and Heavy Industrial (HI), for purposes of developing a multi-family residential and commercial project; 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, the Applicant conducted neighborhood meetings on April 24, 2018, July 30, 2018, and May 16, 2019 to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Direct to Ordinance Zoning Map Amendment application, following proper notice and hearings on January 9, 2019, May 22, 2019, and May 29, 2019, and with the result that the Planning and Zoning Commission has recommended approval of the requested Zoning Map Amendment application, subject to the Applicant's compliance with the following five conditions:

1. The applicant shall submit an application for Site Plan Minor Modification for review and approval by the Inter-Division Staff prior to submittal of civil engineering or building permits. The subject property must be developed in accordance with the approved Site Plan modification and the related conditions of approval.

2. For the commercial portion of the development, final architectural design and site layout will be reviewed and approved with a separate Site Plan submittal and will be in conformance with the approved Development Agreement and Zoning Map Amendment conditions.

3. All other requirements of the Zoning Code and other City codes, ordinances, and regulations, shall be met by the proposed development.

4. All terms, conditions, and restrictions detailed within the "McGrath Development Agreement" must be fully satisfied.

5. In the event that Certificate of Occupancy has not been granted on the improvements on the commercial parcel within six years from the date of this Agreement, after notification by certified mail to the owner and applicant who requested the rezoning, the City shall schedule a public hearing before City Council to take action to extend, remove or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former classification.

WHEREAS, staff have recommended approval of the Direct to Ordinance Zoning Map Amendment application, subject to the conditions proposed by the Planning and Zoning Commission, 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 current Planning Division staff and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the proposed Direct to Ordinance 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 Light Industrial (LI) and Heavy Industrial (HI) to Highway Commercial (HC) and High Density Residential (HR) as set forth in **"Exhibits A and B"**, attached hereto and incorporated by reference.

SECTION 6. The City is specifically relying on all assertions made by the Applicant, or the applicant's representatives, whether authorized or not, made at the public hearing on the zone change application unless the assertions were withdrawn on the record. Those assertions are hereby incorporated into this ordinance.

SECTION 7. That the Zoning Map Amendment be conditioned on compliance with that Development Agreement between the City of Flagstaff and the Applicant, approved by the City Council in Resolution No. 2019-02 on July 2, 2019.

SECTION 8. That the Zoning Map Amendment be further conditioned upon the Applicant's satisfaction of the following conditions proposed by the Planning and Zoning Commission:

CONDITIONS:

1. The applicant shall submit an application for Site Plan Minor Modification for review and approval by the Inter-Division Staff prior to submittal of civil engineering or building permits. The subject property must be developed in accordance with the approved Site Plan modification and the related conditions of approval.

2. For the commercial portion of the development, final architectural design and site layout will be reviewed and approved with a separate Site Plan submittal and will be in conformance with the approved Development Agreement and Zoning Map Amendment conditions.

3. All other requirements of the Zoning Code and other City codes, ordinances, and regulations, shall be met by the proposed development.

4. All terms, conditions, and restrictions detailed within the "McGrath Development Agreement" must be fully satisfied.

5. In the event that Certificate of Occupancy has not been granted on the improvements on the commercial parcel within six years from the date of this Agreement, after notification by certified mail to the owner and applicant who requested the rezoning, the City shall schedule a public hearing before City Council to take action to extend, remove or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former classification.

SECTION 9. 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 10. 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 11. This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of July, 2019.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

EXHIBIT A

LEGAL DESCRIPTION
EXHIBIT 'A'
APN:104-03-005B & 104-13-002B
Ref No. #17113
5/1/2018

A portion of that parcel of land as described in Instrument Number 3229459, and as shown on Instrument Number 3788056, Official Records of Coconino County (herein referred to as R1), lying within the north half of Section 22, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at the northeast corner of said parcel, from which the southeast corner of said parcel bears South 00°35'15" East, 1201.44 feet (Basis of Bearing, R1), said point being in common with the southerly Right-of-Way line of Butler Avenue as shown on R1, and the beginning of a non-tangent curve concave to the north, having a radius of 1402.01 feet, and being subtended by a chord which bears North 81°21'24" West, 48.55 feet;

Thence along westerly along said Right-of-Way line, and along said curve 48.55 feet through a central angle of 1°59'03" to the **TRUE POINT OF BEGINNING**;

Thence leaving said north line, South 9°22'03" West, 87.66 feet;

Thence South 15°09'19" West, 85.25 feet;

Thence North 89°59'57" West, 439.40 feet;

Thence North 5°55'05" East, 239.41 feet;

Thence North 53°51'24" East, 33.50 feet to a point on the southerly Right-of-Way line of Butler Avenue as shown on R1;

Thence easterly along said Right-of-Way line, South 78°12'18" East, 377.22 feet to the beginning of a curve concave to the north, having a radius of 1402.01 feet, and being subtended by a chord which bears South 79°12'52" East, 56.28 feet;

Thence continuing along said Right-of-Way line, 56.29 feet through a central angle of 2°18'01" to the **TRUE POINT OF BEGINNING**;

Containing 2.24 Acres, more or less.

Parcel 2:

Commencing at the northeast corner of said parcel, said point being in common with the southerly Right-of-Way line of Butler Avenue as shown on R1, and the **TRUE POINT OF BEGINNING;**

Thence along the east line of said parcel, South 00°35'15" East, 1201.44 feet (Basis of Bearing, R1), to the southeast corner of said parcel;

Thence along the south line of said parcel, South 89°31'12" West, 259.96 feet;

Thence continuing along said south line, South 89°28'31" West, 105.58 feet to the southwest corner of said parcel;

Thence along the west line of said parcel, North 18°51'21" West, 629.44 feet to a point on the easterly Right-of-Way line of Sawmill Road as shown on R1;

Thence continuing along said west line and along said Right-of-Way line, North 5°55'05" East, 451.06 feet;

Thence leaving said west line and said Right-of-Way line, South 89°59'57" East, 439.40 feet;

Thence North 15°09'19" East, 85.25 feet;

Thence North 9°22'03" East, 87.66 feet to a point on the southerly Right-of-Way line of Butler Avenue as shown on R1, said point being the beginning of a non-tangent curve concave to the north having a radius of 1402.01 feet and being subtended by a chord which bears South 81° 21'24" East, 48.55 feet;

Thence easterly along said Right-of-Way line, and along said curve 48.55 feet through a central angle of 1°59'03" to the **TRUE POINT OF BEGINNING;**

Containing 12.26 Acres, more or less.

See Exhibit 'A' attached hereto and made a part hereof.

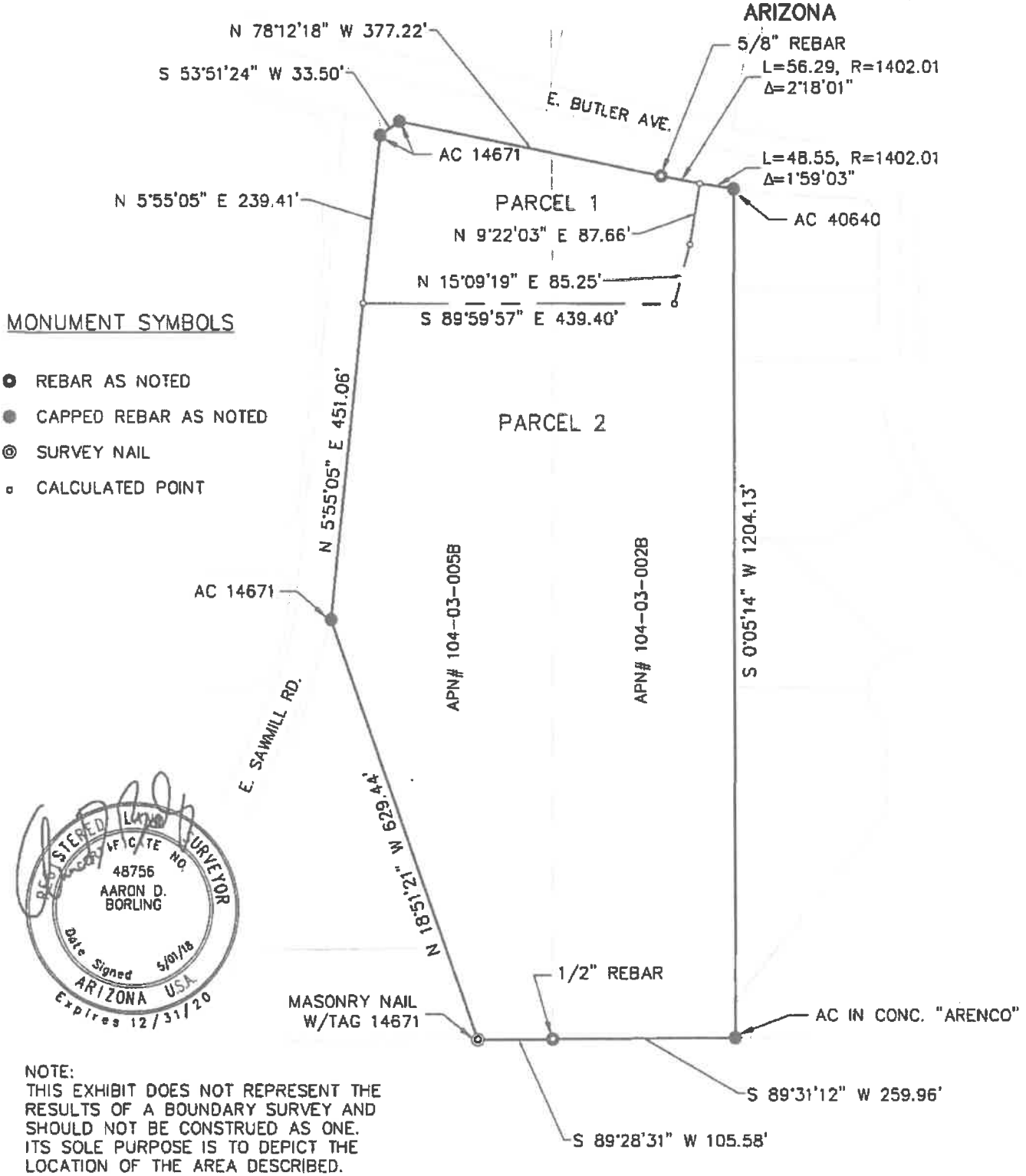
This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, AZ.



PLOTTED: May 01, 2018-10:49am

EXHIBIT 'A'

A PORTION OF SECTION 22, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE AND MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed 5/01/18
ARIZONA USA
Expires 12/31/20

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

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

JOB NO.	17113
DATE	5-1-2018
SCALE	1"=200'
DRAWN	MJR
DESIGN	
CHECKED	ADB

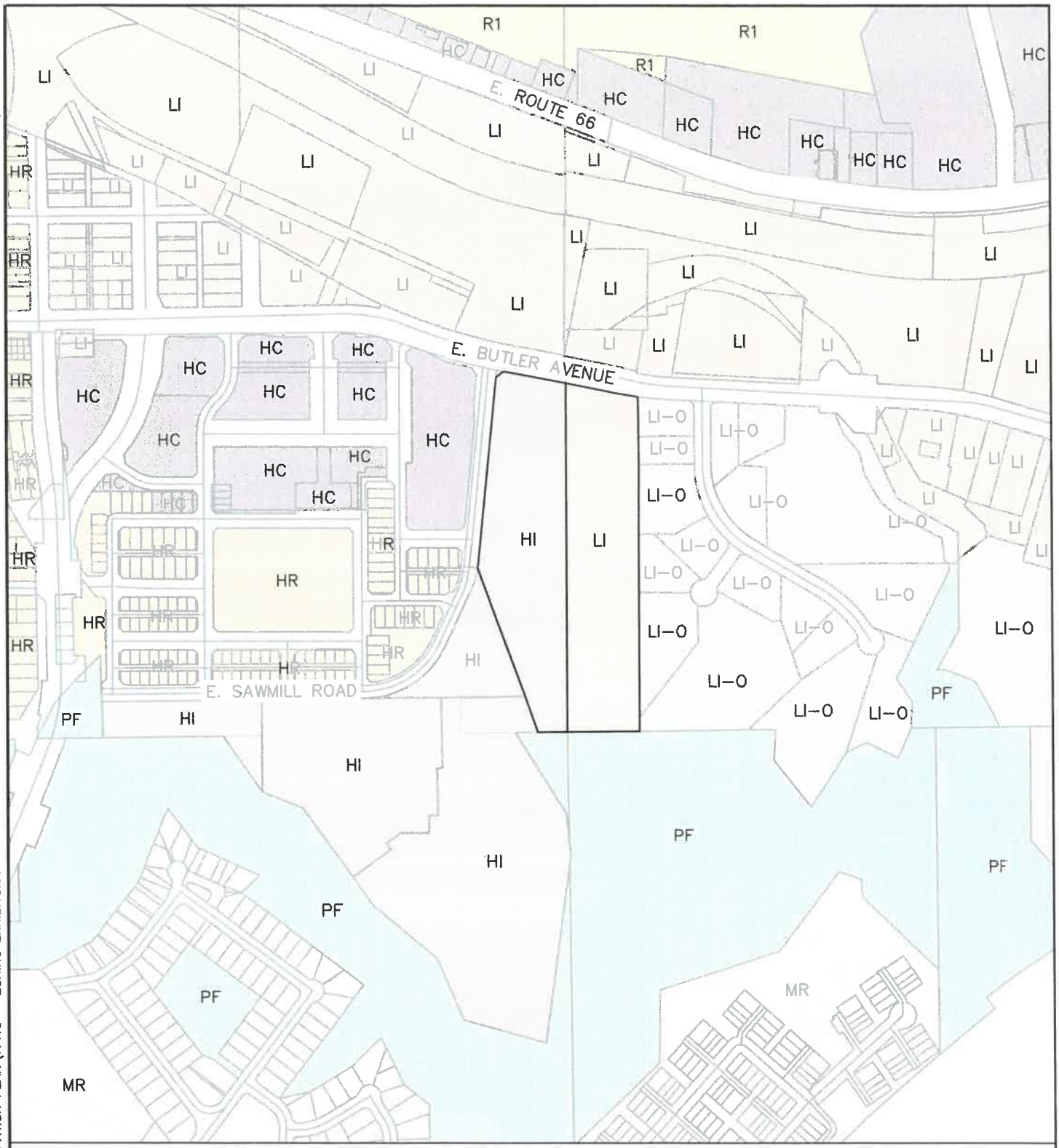
ASSET PLUS — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT "A"

SHEET 3 OF 3

FILE: P:\2017\17113\Survey\Legal Descriptions\EXHIBIT A.dwg MJR-C3D-17

EXHIBIT B



ZONING LEGEND

HI	HEAVY INDUSTRIAL	R1	SINGLE FAMILY RESIDENTIAL
LI	LIGHT INDUSTRIAL	MR	MEDIUM DENSITY RESIDENTIAL
LI-O	LIGHT INDUSTRIAL	HR	HIGH DENSITY RESIDENTIAL
PF	PUBLIC FACILITY	ER	ESTATE RESIDENTIAL
HC	HIGHWAY COMMERCIAL		PROPOSED REZONE PROPERTY
CC	COMMUNITY COMMERCIAL		EXISTING PROPERTY LINE

Shephard Wesnitzer, Inc.

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax

www.swiaz.com

JOB NO.	17113
DATE	DEC 18
SCALE	1" = 500'
DRAWN	KMB
DESIGN	KMB
CHECKED	SCI

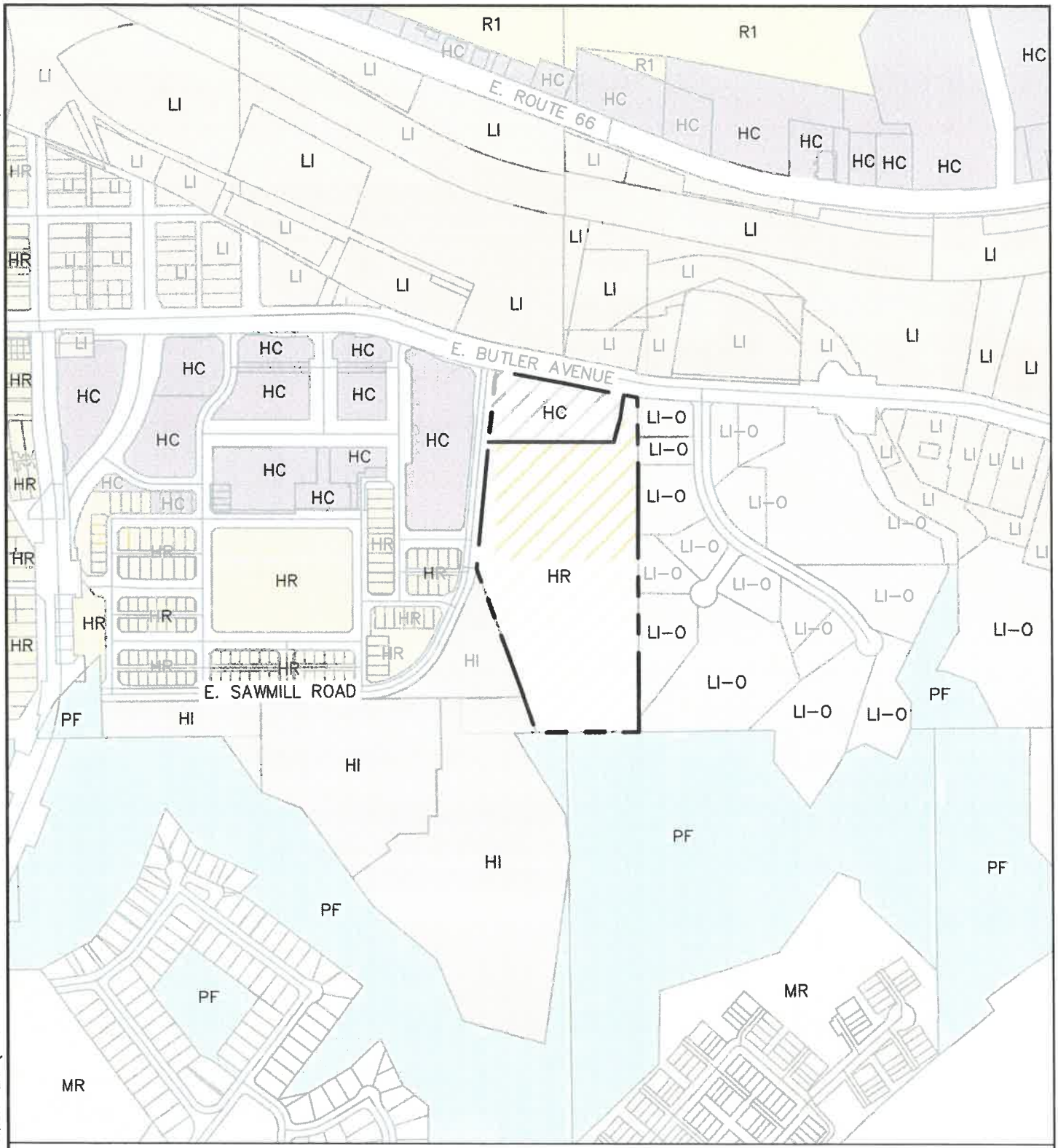
McGRATH MULTI-FAMILY HOUSING & RETAIL — FLAGSTAFF ARIZONA

ZONING EXHIBIT – EXISTING

SHEET 1 OF 2

PLOTTED: Dec 18, 2018–10:19am

FILE: P:\2017\17113\DRAWINGS\CITIZEN PARTICIPATION PLAN\17113 – ZONING EXHIBITS.DWG KBAYER



ZONING LEGEND

HI	HEAVY INDUSTRIAL	MR	MEDIUM DENSITY RESIDENTIAL
LI	LIGHT INDUSTRIAL	HR	HIGH DENSITY RESIDENTIAL
LI-O	LIGHT INDUSTRIAL	HC	PROPOSED HIGHWAY COMMERCIAL
PF	PUBLIC FACILITY	HR	PROPOSED HIGH DENSITY RESIDENTIAL
HC	HIGHWAY COMMERCIAL		PROPOSED REZONE PROPERTY
R1	SINGLE FAMILY RESIDENTIAL		EXISTING PROPERTY LINE

Shephard Wesnitzer, Inc.

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

JOB NO.	17113
DATE	DEC 18
SCALE	1" = 500'
DRAWN	KMB
DESIGN	KMB
CHECKED	SCI

McGRATH MULTI-FAMILY HOUSING & RETAIL — FLAGSTAFF ARIZONA

ZONING EXHIBIT – PROPOSED

SHEET 2 OF 2

PLOTTED: Dec 18, 2018-10:19am
FILE: P:\2017\17113\DRAWINGS\CITIZEN PARTICIPATION PLAN\17113 - ZONING EXHIBITS.DWG KBAYER

13. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Alaxandra Pucciarelli, Planning Development Manager - AP
Date:	06/12/2019
Meeting Date:	06/18/2019

TITLE:

Public Hearing, Consideration and Possible Adoption of Ordinance No. 2019-21: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 16.11 acres of real property located at 3401 S Lake Mary Road, from Estate Residential ("ER") and Rural Residential ("RR") to Medium Density Residential ("MR"); ***(Aura Flagstaff)***

STAFF RECOMMENDED ACTION:

Staff recommends the City Council, in accordance with the findings presented by staff, deny the requested Direct to Ordinance Zoning Map Amendment Application for Aura Flagstaff (PZ-17-00218-03) and take the following action:

At the June 18, 2019 Council Meeting:

1) Hold Public Hearing
2) Deny the requested Direct to Ordinance Zoning Map Amendment Application for Aura Flagstaff (PZ-17-00218-03)

If the City Council believes that the proposed zoning map amendment does meet the required findings, then staff recommends the following action:

At the June 18, 2019 Council Meeting:

1) Hold Public Hearing
2) Read Ordinance No. 2019-21 by title only for the first time
3) City Clerk reads Ordinance No. 2019-21 by title only (if approved above)

At the July 2, 2019 Council Meeting:

4) Read Ordinance No. 2019-21 by title only for the final time
5) City Clerk reads Ordinance No. 2019-21 by title only (if approved above)
6) Adopt Ordinance No. 2019-21

Executive Summary:

A Direct to Ordinance Zoning Map Amendment application from Trinsic Acquisition Company LLC for approximately 16.11 acres at 3401 S Lake Mary Road from Estate Residential ("ER") and Rural Residential ("RR") to Medium Density Residential ("MR") for the purpose of developing a multi-family residential development. Please refer to the attached vicinity map.

The Flagstaff Planning and Zoning Commission voted (6-0) to forward the request with a recommendation of denial.

Financial Impact:

The Direct to Ordinance Zoning Map Amendment has no financial impact.

Policy Impact:

The Direct to Ordinance Zoning Map Amendment has no policy impact.

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

Council Goals:
Support development and increase the inventory of public and private affordable housing for renters and home-owners throughout the community.

Regional Plan:
A complete analysis of the Regional Plan goals and policies are included in the attached Planning and Zoning Commission staff report.

Team Flagstaff Strategic Plan:
Strategic Priority #4: Work in partnership to enhance a safe and livable community.

Has There Been Previous Council Decision on This:

There has not been previous Council decision on this item.

Options and Alternatives:

The City Council may approve the application as proposed, approve the application with modified conditions, or deny the application.

Adoption of Ordinance 2019-21 will have the effect of approving the rezoning application, subject to conditions listed in the Ordinance.

Background/History:

The development site to be rezoned is approximately 16.11 acres comprised of four parcels located just west of the intersection of High Country Trail and Lake Mary Road. The property is a portion of the Auza Family Ranch, historically used for livestock herding between Arizona, Colorado, and California, since before Flagstaff was incorporated. The Auza property has been impacted by the construction of Interstate 17 at the north end of the property, the bisection of the property by West High Country Trail, and an electrical utility easement for the high voltage electrical transmission lines along the south side of West High Country Trail.

The Auzas would like to maintain the existing single-family house constructed in the 1980's and located on the north side of West High Country Trail. This Direct to Ordinance Zoning Map amendment proposes to rezone all 16.11 acres, from Estate Residential (ER) and Rural Residential (RR) to Medium Density Residential (MR) and concentrate the density on the southern portion of the property. The electrical utility easement running along the south side of West High Country Trail prohibits any structures from being constructed near the street. This pushes the proposed development to the far southern portion of the property, adjacent to the existing single-family residential neighborhood.

Key Considerations:

Staff cannot recommend approval of this project as it does not meet the required findings. Although the project meets the minimum standards set forth in the Zoning Code, the project has limited benefit for the community as a whole. The project clusters development to concentrate the density at the southern portion of the site and preserve the land to the north for the benefit of a single private property owner. The concentration of density results in a development that will have an impact of 19 units per acre on the adjacent neighborhoods. The project does not work with the existing topography of the site, but rather heavily grades the site. As a result, a majority of the trees located on the southern portion of the development are proposed to be removed. The project must rely on the property north of High Country Trail to achieve the required tree resource protection. Typically projects which concentrate density in one area do so to provide additional quality open space for use by the community. The undeveloped portion of the development will remain as private property for the sole use of the Auza family.

Community Benefits and Considerations:

Community benefits and considerations related to this request are addressed in more detail in the attached Planning and Zoning Commission Staff Report, dated April 9, 2019. Staff has concluded that this application does not add to the public good and is detrimental to the public interest. While the provision of affordable housing is in the public interest and adds to the public good, it is not outweighed by the other negative impacts to the community identified in this report.

Community Involvement:

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, a notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 1,000 feet (exceeding the minimum of 300 feet) of the site excluding rights-of-way.

The developer held two neighborhood meetings in regards to this case on October 18, 2018, and March 4, 2019. The first meeting was held at the Flagstaff Aquaplex, located at 1702 North Fourth Street in Flagstaff. The second meeting was held at Ashurst Hall, located at 624 Knoles Drive on the NAU campus in Flagstaff. Per the sign-in sheets, thirty-eight (38) individuals attended the first meeting and sixteen (16) individuals attended the second meeting. A Citizen Participation Report, attached, was prepared in response to the questions, comments, and concerns presented. The meetings included an open house period, followed by presentations from the developer and a question and answer session. Comments on the project included the following topics: traffic impacts, tree resources, site grading adjacent to properties along the south property line, and the proposed density of the development.

Three emails and five letters from the public has been received as of the writing of the report. The three emails and four of the letters are from neighbors opposed to the development. One of the letters is from the president of the Ponderosa Trails HOA informing staff that a poll of the property owners was conducted and resulted in 87% of respondents opposing the rezoning, 9% in favor, and 3% did not have an opinion either way. Copies of the correspondence are attached.

At the Planning and Zoning Hearing, eleven members of the public spoke against the proposed project for the following reasons: density, traffic, family neighborhood not college students, crime, doesn't meet regional plan and zoning code, too much housing, not a good use of property, trees, and displacement of animals. Shirley Auza, resident, spoke in support of the proposed project and believes it to be compatible with the neighborhood.

Expanded Options and Alternatives:

- (Recommended Action): The City Council may deny the Direct to Ordinance Zoning Map Amendment Application as recommended by the Planning and Zoning Commission and staff.
- The City Council may approve the Direct to Ordinance Zoning Map Amendment Application by reading and adopting Ordinance No. 2019-21.
- The City Council may approve the Direct to Ordinance Zoning Map Amendment Application with modified conditions.

Attachments:

Ord. 2019-21
Application for Zoning Map Amendment
Aerial Parcel Map
Context Map
Area Context Map
Regional Plan Goals and Policies
Staff Report
Public Notice Ad
Sign Posting
Neighbor Notification
Map and Legal Descriptions
Applicant Narrative
Traffic Impact Statement
Water Sewer Impact Analysis
Citizen Participation Report
Community Comments
Development Agreement
Affordability Plan
Arch Site Plans
Building Floor Plans
3-story Building Elevations
Building Elevations
Civil Plans
Presentation

ORDINANCE NO. 2019-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 16.11 ACRES OF REAL PROPERTY LOCATED AT 3401 S LAKE MARY ROAD, FROM ESTATE RESIDENTIAL ("ER") AND RURAL RESIDENTIAL ("RR") TO MEDIUM DENSITY RESIDENTIAL ("MR"); PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Trinsic Acquisition Company LLC (the "Applicant"), applied for a Zoning Map Amendment for approximately 16.11 acres of land located at 3401 S Lake Mary Road, Coconino County, Arizona, a legal description of which is provided in Exhibit "A" attached hereto ("the Property"), for the purpose of multi-family residential development; and

WHEREAS, in furtherance of the Applicant's reasons for the rezone, the Applicant has applied to the City of Flagstaff to amend the zoning of the Property from Estate Residential (ER) and Rural Residential (RR) zone to Medium Density Residential (MR) zone for 16.11 acres; and

WHEREAS, the Applicant conducted two neighborhood meetings on October 18, 2018 and March 4, 2019, to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Council finds that the Applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the 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 the Council finds that the proposed Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience or welfare of the City and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public

services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from Estate Residential (ER) and Rural Residential (RR) zone to Medium Density Residential (MR) zone for 16.11 acres, as depicted in Exhibit "A", through the approval of the application and all other documents attached to the staff summary submitted in support of this ordinance.

SECTION 6. That the Zoning Map Amendment be further conditioned upon the Applicant's satisfaction of the following conditions:

CONDITIONS:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated February 20, 2019 and revised March 15, 2019. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. The parcels must be combined to match the zoning lines.
3. The State archeological database must be updated to reflect the removal of archeological resources on the subject property.
4. A detailed construction/grading plan must be provided for the retaining walls located on the southern boundary of the property adjacent to the Single Family Dwellings.
5. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
6. All terms, conditions, and restrictions detailed within the "Aura Development Agreement" must be fully satisfied.
7. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classifications of Rural Residential (RR) and Estate Residential (ER) in accordance with A.R.S. § 9-462.01.

SECTION 8. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intent of this Ordinance.

SECTION 9. If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 10. This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of July, 2019.

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibit “A”

Legal Description of Property

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

MAR 2 1 2019
Resubmittal

PREZ/PGM

Date Received
DEC 2 6 2018

Application for Zoning Map Amendment and/or Minor Regional Plan Amendment

File Number
PZ-17-00218-03

Property Owner(s)	Title	Phone	Email
Auza Flagstaff LLC			
Mailing Address			**City, State, Zip**
3378 South 16th Avenue, Yuma, AZ 85365			
Applicant(s)	**Title**	**Phone**	**Email**
Trinsic Acquisition Company LLC / Todd Gosselink / Managing Director		480-448-0985	tgosselink@trinsicres.com
Mailing Address			**City, State, Zip**
4040 E Camelback Road, Suite 160, Phoenix, AZ 85018			
Project Representative)	**Title**	**Phone**	**Email**
Withey Morris PLC / Jason B. Morris		602-230-0600	jason@witheymorris.com
Mailing Address			**City, State, Zip**
2525 E Arizona Biltmore Cir, A-212, Phoenix, AZ 85016			

Requested Review ■ Zoning Map Amendment ☐ Minor Regional Plan Amendment ☐ Continued

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
3401 S Lake Mary Road	11205001W, 11205011, 11205007B, a portion of 11209001E	
Existing Zoning District	**Proposed Zoning District:**	**Existing Regional Plan Land Use Category**
Estate Residential (ER) and Rural Residential (RR)	Medium Density Residential (MR)	Suburban - Existing
Existing Use	**Proposed Use**	
Vacant land and single family residence	Single family residence and multi-family residential	

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? *A portion is undeveloped land*

Requested Urban Growth Boundary Change (If Applicable)	Proposed Regional Plan Land Use Category

Property Owner Signature(required)	Date:	Applicant Signature	Date:

For City Use

Date Filed: 12/26/18	File Number(s): PZ-17-00218		Type of Zoning Map Amendment:
P & Z Hearing Date:	Publication and Posting Date:		☐ Small scale
Council Hearing Date:	Publication and Posting Date:		☐ Medium scale
Fee Receipt Number: 1876756	Amount: 9862.21	Date: 12/26/18	☒ Large scale
			☐ Multi-phase scale

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
	Alex	Dana	Kent	Adam / Jim	Doug

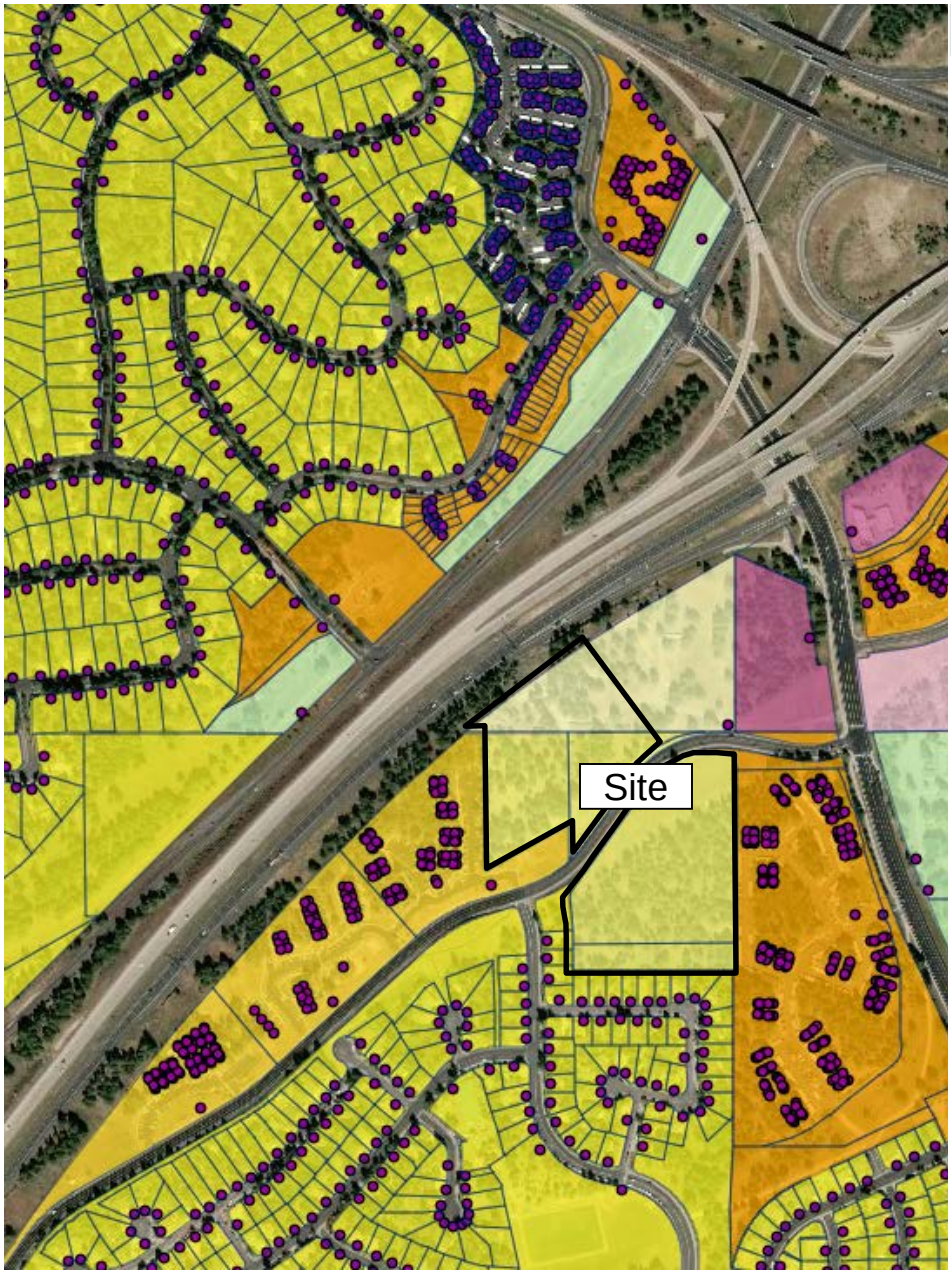
AERIAL PARCEL MAP



Parcel No.	Net Acreage
11205001W	1.4511
1120511	9.5592
11205007B	2.9982
11209001E	2.1025
TOTAL	**16.111**

N

CONTEXT MAP

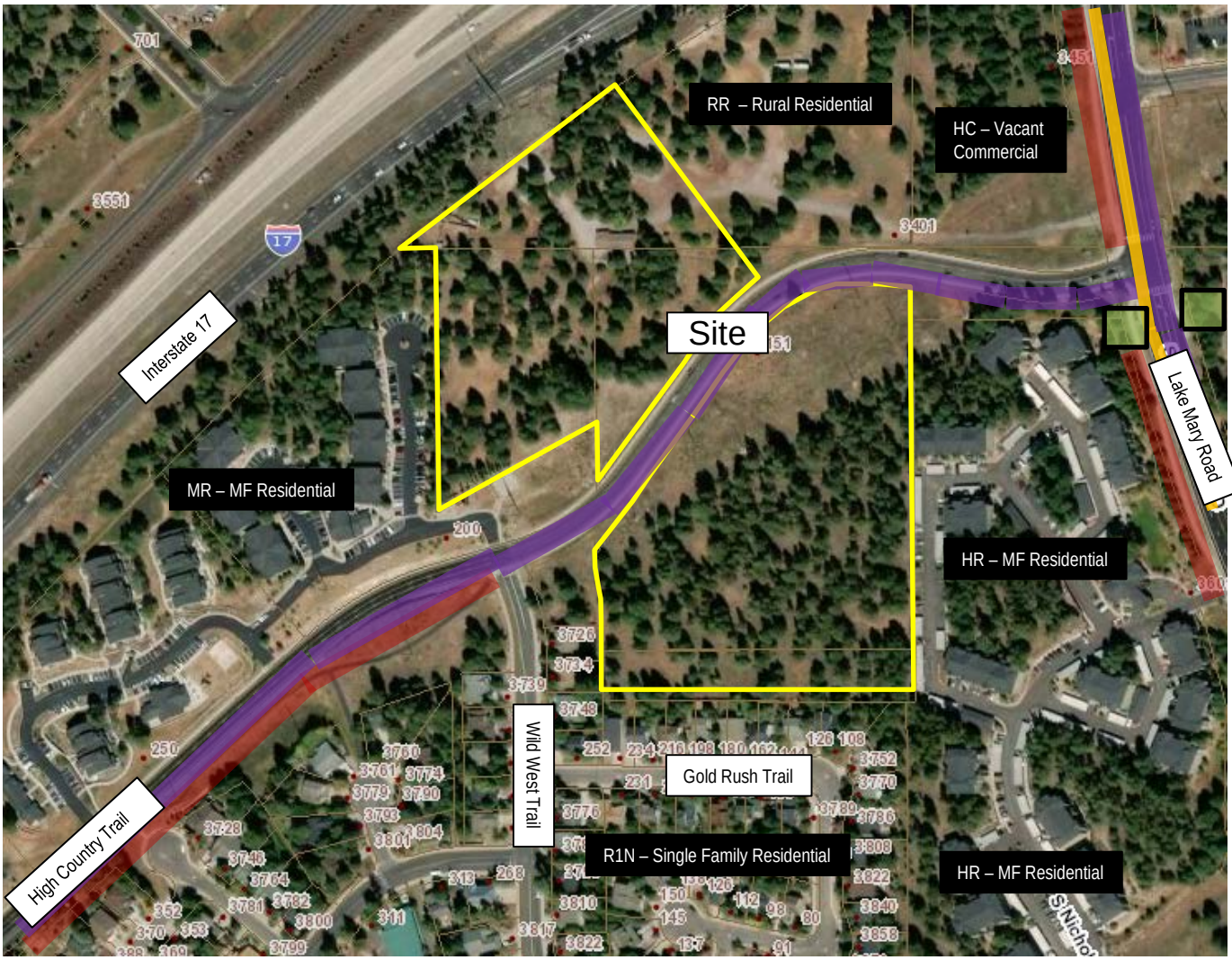


Zoning

- Rural Residential (RR)
- Estate Residential (ER)
- Single-family Residential (R1)
- Single-family Residential Neighborhood (R1N)
- Medium Density Residential (MR)
- High Density Residential (HR)
- Manufactured Housing (MH)
- T3N.1
- T4N.1
- T4N.1-O
- T5
- T5-O
- T6
- Central Business (CB)
- Highway Commercial (HC)
- Commercial Service (CS)
- Community Commercial (CC)
- Suburban Commercial (SC)
- Research and Development (RD)
- Light Industrial (LI)
- Light Industrial Open (LI-O)
- Heavy Industrial (HI)
- Heavy Industrial Open (HI-O)
- Public Facility (PF)
- Public Lands Forest (PLF)
- Public Open Space (POS)

N

AREA CONTEXT MAP



Bus Stop

Bus Routes 4 and 14

FUTS

Bike Lane or Shoulder

Zoning & Uses

N

Aura Regional Plan Analysis

The following are Flagstaff Regional Plan 2030: Place Matters (Regional Plan) goals and policies Staff has found to be relevant to this project:

Environmental Planning & Conservation

Goal E&C.7 Give special consideration to environmentally sensitive lands in the development design and review process.

Policy E&C.7.1. Design development proposals and other land management activities to minimize the alteration of natural landforms and maximize conservation of distinctive natural features

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.

Open Space

Policy OS.1.3. Use open spaces as natural environment buffer zones to protect scenic views and cultural resources, separate disparate uses, and separate private development from public lands, scenic byways, and wildlife habitats.

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

Community Character

Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.

Policy CC.1.3. Design development patterns to maintain the open character of rural areas, protect open lands, and protect and maintain sensitive environmental areas like mountains, canyons, and forested settings.

Policy CC.1.6. Encourage cluster development to preserve open space, viewsheds and scenic vistas.

Policy CC.2.1. Actively locate, identify, interpret, and preserve historical, archaeological, and cultural resources, in cooperation with other agencies and non-governmental organizations, as aspects of our society for future generations to retain, understand, and enjoy their cultural identity.

Policy CC.2.3. Mitigate development impacts on heritage resources.

Policy CC.3.1. Encourage neighborhood design to be respectful of traditional development patterns and enhance the overall community image.

Policy CC.4.1. Design streetscapes to be context sensitive and transportation systems to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs.

Policy CC.4.4. Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.

Growth Areas & Land Use

Policy LU.1.3. Promote reinvestment at the neighborhood scale to include infill of vacant parcels, redevelopment of underutilized properties, aesthetic improvements to public spaces, remodeling of

existing buildings and streetscapes, maintaining selected appropriate open space, and programs for the benefit and improvement of the local residents.
Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
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 neighborwoods.

Transportation
Policy T.2.1. Design infrastructure to prove safe and efficient movement of vehicles, pedestrians, bicycles, and pedestrians.
Policy T.6.2. Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.

Neighborhoods, Housing, & Urban Conservation
Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.
Policy NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms.

PLANNING AND DEVELOPMENT SERVICES REPORT
DIRECT TO ORDINANCE ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-17-00218-03

DATE: **April 09, 2019**
MEETING DATE: **May 22, 2019**
REPORT BY: **Alaxandra Pucciarelli**

REQUEST:
Direct to Ordinance Zoning Map Amendment, by Trinsic Acquisition Company LLC, of approximately 16.11 acres located at 3401 South Lake Mary Road from the Estate Residential (ER) and Rural Residential (RR) zones to the Medium Density Residential (MR) zone. The development site is already located within the Resource Protection Overlay (RPO).

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Direct to Ordinance Zoning Map Amendment request to the City Council with a recommendation for denial.

PRESENT LAND USE:
The subject property is approximately 16.11 acres comprised of four parcels bisected by West High Country Trail. The parcels are currently owned by Auza Flagstaff, LLC. The property is a portion of the Auza Family Ranch; however, it is no longer used for ranching activities. The portion of the site north of West High Country Trail currently has a single family house, a large outdoor seating and cooking area with ramadas, storage facilities, and restroom facilities. The portion south of West High Country Trail is crossed by high voltage electrical transmission lines. South of this, the property is vacant.

PROPOSED LAND USE:
The developer proposes the construction of a multi-family residential development, concentrated on the portion of the site south of High Country Trail and the electrical transmission lines, consisting primarily of market rate apartments. The proposed development consists of 13 apartment buildings, a clubhouse, fitness center, outdoor amenities, and on-site surface parking. The portion of the site north of High Country Trail is proposed to remain as is described under present land use.

NEIGHBORHOOD DEVELOPMENT:
See the attached area context map.

North: Interstate 17
East: Vacant parcel zoned Highway Commercial (HC); The Lodge Apartments zoned High Density Residential (HR)
South: Single Family Homes zoned Single Family Residential (R1)
West: Timber Trails Apartments zoned Medium Density Residential (MR); Single Family Homes zoned Single Family Residential (R1)

I. Project Introduction

A. Background

The development site to be rezoned is approximately 16.11 acres comprised of four parcels located just west of the intersection of High Country Trail and Lake Mary Road. The property is a portion of the Auza Family Ranch, historically used for livestock herding between Arizona, Colorado, and California, since before Flagstaff was incorporated. The Auza property has been impacted by the construction of Interstate 17 at the north end of the property, the bisection of the property by West High Country Trail, and an electrical utility easement for the high voltage electrical transmission lines along the south side of West High Country Trail.

The Auzas would like to maintain the existing single-family house constructed in the 1980's and located on the north side of West High Country Trail. This Direct to Ordinance Zoning Map amendment proposes to rezone all 16.11 acres, from Estate Residential (ER) and Rural Residential (RR) to Medium Density Residential (MR) and concentrate the density on the southern portion of the property. The electrical utility easement running along the south side of West

High Country Trail prohibits any structures from being constructed near the street. This pushes the proposed development to the far southern portion of the property, adjacent to the existing single-family residential neighborhood.

B. Proposed Rezoning and Development Plan

The developer, Trinsic Acquisition Company LLC, is requesting rezoning approval to permit the development of an apartment complex consisting of 173 units. The seven three-story buildings and six two-story buildings will include 173 units, ranging from one to three-bedroom units. The unit mix includes the following:

UNIT DESCRIPTION	NO. OF UNITS	PERCENTAGE
1 Bed/1 Bath	88	51%
2 Bed/2 Bath	78	45%
3 Bed/2 Bath	7	4%

The minimum density requirement in the MR zone is 6 units per acre and the maximum density allowed is 9 units per acre (within the RPO). Based on the entire project area (16.11 acres) 145 units are allowed. The inclusion of 10% affordable units allows for a 20% density bonus. Because the site plan includes 18 units (10%) that qualify as Category 1 of the city's affordable housing program, an additional 29 units are allowed for a total of 174 units. One unit is the existing Auza residential structure, allowing for 173 new apartments. The concentration of density on the southern portion of the development results in 173 units on the 9 acres south of West High Country Trail, resulting in a perceived experience of 19 units per acre, exacerbated by the bisection of the project by West High Country Trail.

The project will also include a 4,450 square foot leasing office/clubhouse and a 1,600 square foot fitness center. Site access will be provided from two driveways on West High Country Trail. There are approximately 212 surface parking spaces and 84 garage parking spaces, including 11 ADA accessible parking stalls (10 surface parking and 1 garage space.) The project will also be required to provide a minimum of 15 exterior bicycle parking spaces. The site plan indicates 3 bike racks (with 5 spaces each) located on the site.

The MR zone permits a maximum building height of 35 feet, or 40 feet for buildings with roofs with a pitch greater than 6:12. The highest roofline of the proposed buildings will be 40 feet from finished grade with an increased roof pitch.

The development site to be rezoned does not follow the existing parcel line boundaries. Following rezoning approval, the existing parcels will be reconfigured to match the new MR zoning boundary. This parcel reconfiguration will result in a remainder parcel with split zoning. Prior to developing the remainder parcel the property owner will need to rezone the property to a single zone.

II. Staff Site Plan Review

On April 02, 2019, the Inter-Department Staff (IDS) approved an application for Site Plan Review of the proposed development subject to successfully obtaining a Direct to Ordinance Zoning Map Amendment (rezoning). A copy of the application is attached to this report. Should the rezoning be denied, the Site Plan as submitted will no longer be approved.

A. Zoning – City of Flagstaff Zoning Code

If this Direct to Ordinance Zoning Map Amendment request is approved, approximately 16.11 acres will be rezoned to the Medium Density Residential (MR) zone. Development of the site will be conditioned to the approved site plan and a final development agreement. Any substantial change to the approved site plan would require a new rezoning request and further review and approvals by the Planning and Zoning Commission and City Council. The Site Plan provided includes the overall site layout, open space and civic space areas, resource protection plan, preliminary landscaping, building floor plans and elevations, and site sections.

i. Site Planning Standards

In accordance with Section 10-30.60.030 of the Zoning Code a site analysis was completed in conjunction with the concept plan for this project that examines the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. Unfortunately, the existing electric utility easement along the south side of High Country Trail does not allow for "building forward" design on the southern portion of the site, a zoning code requirement. The developer proposes to locate the taller buildings towards the center of the site while the lower, two-story buildings are placed closer to the existing single-family homes. The developer has also provided an area of open space in the southwest corner of the site to help buffer the existing homes from the development. As the utility easement does not allow buildings to be constructed within it, the easement is utilized as surface parking and the required civic space/detention basin. The proposed grading of the southern portion of the site results in extensive retaining walls at the south and east property lines, as well as the loss of existing native trees. The portion of the site north of High Country Trails contains the majority of the required tree resources and the existing Auza development.

ii. Resource Protection

There is a Resource Protection Overlay zone on the subject site. The Zoning Code requires 50% of the tree resources to be saved. The developer proposes to save 50.44% of the existing tree resources. Due to the amount of grading on the southern portion of the site, the developer is locating the majority of the required tree resources on the northern portion of the site. This area will be privately owned by the Auza family and will not allow any public or resident access. The southern portion of the development is designed to save only 20 existing trees and saves 1 out of 15 trees with a DBH over 25 inches.

iii. Open Space & Civic Space

The MR zone requires 15% of the gross lot area to be Common Open Space (Table 10-40-30.030.A). A minimum of 105,269 square feet of open space is required for the proposed residential project. The developer's provided Open Space Plan Preliminary (Sheet A1.12) identifies 119,965 square feet (2.75 acres) of common open space, which is 17% of the site area. Most of the open space (59,973 square feet) is located within the electrical utility easement. There is also a 25,468 square foot area in the southwest corner of the site. The remainder of common open space (34,524 square feet) is located around the leasing office/clubhouse and the adjacent buildings.

Section 10-30.60.060.B.1.b of the Zoning Code requires developments with 50 or more dwelling units to provide a minimum of 5% of the site as Civic Space. This space must be accessible to the general public. A total of 35,090 square feet of civic space is required for this project. The site plan identifies a total of 35,090 square feet (0.805 acres) of civic space within the residential development. The detention basin in the electrical utility easement is the primary civic space within the residential project. The sides of the basin are at a 3:1 slope (33.3% slope). The utility company requires access along the electrical lines, so there are two drive aisles through the basin with a 10:1 slope (10% slope). Portions of the basin are turf, and the rest is shown as native grass and wildflowers. There is no pedestrian path into the basin, however there is a bench at the bottom. Another portion of the civic space is located along the northeast edge of High Country Trail, along the new FUTS trail. Another bench is located alongside the FUTS. Staff believes that this Civic Space is not an attractive amenity and provides limited benefit to the community.

iv. Pedestrian and Bicycle Circulation Systems

The developer will be removing the existing 5-foot-wide sidewalk along the south side of High Country Trail and replacing it with a 10-foot wide FUTS. While the sidewalk was located directly behind the street curb, the FUTS will be located further from the edge of the street. This 5 foot plus buffer between the street, pedestrians and bicycle riders will greatly increase safety and comfort. The length of FUTS along the developer's frontage does not tie into the existing FUTS trails, but rather ties back into the sidewalk. To the

West the existing FUTS terminates at South Wild West Trail. To the east the existing FUTS runs along South Lake Mary Road, but does not turn onto High Country Trail. The developer has also declined staff's requests to provide sidewalk improvements along their frontage on the north side of High Country Trail.

On the southern portion of the site, the developer has proposed sidewalks connecting many of the buildings and parking areas. Six buildings, the carriage type two-story buildings, do not have any sidewalk connections, but rather the entry is accessed directly from the parking area.

v. Compatibility and Architectural Design Standards

Compatibility does not mean "the same as" but rather it refers to how well a new development is sensitive to the character of existing development. The Zoning Code breaks down compatibility into three categories: Patterns of Development, Scale, and Continuity.

Patterns of Development include streetscapes, site relationships, signage, and landscape features. Due to the location of the high voltage electrical transmission lines and their easement the buildings are not constructed along the street. Likewise, the street frontage lacks the typically required landscaping since trees are not permitted in the easement.

Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The development reads as more intense due to the concentration of density. There are three parcels to the northeast which are also zoned MR. The eastern development is two-stories, the center development is one and two-stories, and the development farthest to the west is three-stories. The existing apartment complex to the east (adjacent to the proposed development) is three-stories, but is zoned High Density Residential. The proposed development contains buildings visible from the street that are three-stories high and over 100-feet long.

Continuity encompasses patterns of development and scale, but also site development, building forms, texture, materials, details, and colors.

vi. Landscaping

Landscaping plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment. The developer provided a conceptual landscaping plan, showing all landscape areas and tree locations. The conceptual plan generally meets the requirements of parking lot landscaping, street buffer landscaping, building foundation, and peripheral buffer landscaping found within Section 10-50.60 of the Zoning Code. Unfortunately, the electrical utility easement does not allow any trees to be planted within it. The required number of trees will be located elsewhere on the site. A final landscape plan will be reviewed at the time of civil plan submittal.

vii. Outdoor Lighting

The subject property is located within Lighting Zone II and is allowed a total of 50,000 lumens per acre. Outdoor lighting plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment. The developer provided a conceptual outdoor lighting plan. A final lighting plan will be reviewed for compliance at the time of building permit submittal.

viii. Parking

Based on the requirements for market rate units, 324 spaces are required. Since the development is located within a quarter mile of a bus stop, the developer has taken a 10% reduction in the number of required spaces resulting in 292 required parking spaces. The proposed development includes 212 surface parking spaces and 84 garage parking spaces, including 11 ADA accessible parking stalls (10 surface parking and 1 garage space) for a total of 296 spaces.

ix. Historic/Cultural Resources

A Cultural Resource Letter Report was completed for the subject property. The report identifies all existing construction on the north side of High Country Trail as modern construction and not historic resources. At least two archeological sites previously identified on the subject properties have been removed. Although the "homestead" may be significant to the Auza family, the property holds limited value to the community since the historically significant sites have been destroyed.

B. Public Systems Impact Analysis

i. Traffic/Right-of-Way Impact

The scope of a Traffic Impact Analysis is generally determined by the estimated peak hour trips generated by a development, per the Engineering Standards. The estimated peak hour trips for this development is 80 vehicles/hour in the a.m. and 96 vehicles/hour in the p.m. According to the Standards, a level one analysis was appropriate, requiring the consulting engineer to analyze the intersection of Lake Mary Road and High-Country Trail, as well as the two site access driveways.

In the spring of 2018, CivTech, the engineering consultant for the developer, conducted turning movement counts at Lake Mary Rd. and High Country Trail., from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. The data was entered into an engineering software program, Synchro 10, to analyze the Level of Service (LOS) under existing conditions (LOS is a measure of the average delay a driver will experience at an intersection, graded on a scale from A – F). Then, the estimated turning movements generated by the development were added to the program to analyze the post development conditions at full build out. The software output revealed that the intersection is currently operating at an overall LOS of A in the a.m. peak hour and a LOS of B in the p.m. peak hour. With the trips from the development added, the a.m. peak hour will continue to operate at a LOS of A and the p.m. peak hour will operate at a LOS of B. The Engineering Standards allow for an intersection to function at or above a LOS of D. When the LOS drops below D, improvements are required to mitigate the conditions back to an acceptable LOS.

Both access driveways were also analyzed with respect to site distance and turn-lane requirements. The easternmost driveway was originally proposed adjacent to the eastern property line, however, staff required that it be moved to the current location, where it meets standards for site distance. The southernmost driveway also meets standards for site distance.

The cross-section of High Country Trail includes a continuous left-turn lane at each of the two driveways. The volume of peak hour right- turns into each of the driveways was below the threshold for requiring right- turn deceleration lanes.

Transportation Improvements

No off-site traffic improvements will be required.

The existing frontage conditions along High Country Trail include five-foot wide sidewalks at back of curb along both the north and south sides of the street. Current Engineering standards call for a five-foot parkway and a five-foot sidewalk. The developer has refused staff's request for new parkway and sidewalk along the north side of High Country Trail. The existing northern sidewalk will remain in its current condition. The proposed site plan calls for existing sidewalk along the south side of the street to be removed. In its place the developer will construct a new ten-foot wide concrete FUTS trail. The proposed FUTS trail will not connect to the existing FUTS sections west of Wild West Trail or along Lake Mary Road, but will tie back into the existing sidewalks to the west and east of the property.

ii. Water and Wastewater Impact

A Water and Sewer Impact Analysis (WSIA) was completed by the City on June 1, 2018. The proposed development is located within the City of Flagstaff urban growth boundary and can be served by City water and sewer utilities. Currently there is no infrastructure in the ground on-site to support this development, so all on-site sewer and water systems will have to be designed and built. No off-site water or sewer improvements will be required. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.

Water

All public water infrastructure exists in the High Country Trail right-of-way adjacent to this property. There is a 12-inch water main along the property frontage. All appropriate looping and second source requirements can be met. The property lies within the Zone "B" water pressure system limits, and meets the minimum pressure requirements stated in the City of Flagstaff Engineering Standards. The developer will be required to provide a looped water system by extending an 8-inch diameter waterline from the existing 12-inch diameter main located in High Country Trail.

Wastewater

To provide sewer services to the project, the developer proposes to connect to an existing 8-inch stub out connected to a manhole which flows through the adjacent properties to the east before heading northeast to the Rio-de-Flag Wastewater Treatment Plant. The developer will provide new on-site sewer service consisting of an 8-inch line that flows east through the property to the manhole on the adjacent property. This will require the developer to get the necessary utility access. The capacity of the existing collection system downstream of this project is adequate to convey the existing and proposed flow rates and maintain the City's requirements.

iii. <u>Stormwater Analysis</u>

The project's overarching drainage concept is to provide peak flow stormwater discharge mitigation (detention), partial stormwater runoff volume mitigation (LID ROCV) and improvement to the water quality of site discharges (LID) and offsite stormwater improvements.

As part of the rezoning request a Drainage Impact Analysis (DIA) was performed. The drainage impact analysis extended from the project site downstream to the Sinclair Wash. The impact analysis studied the existing High Country Trail Street section, catch basins and storm drains for capacity. Results of the impact analysis show the street does not have capacity to meet the current stormwater standards. As such, offsite improvements consisting of storm drain extension within High Country Trail have been proposed. The proposed storm drain extension will also provide a pipe outlet for the proposed on-site mitigation measures. Development of the site will meet the peak flow mitigation, LID volume mitigation and water quality requirements using surface water storage systems classified as extended detention basins (EDB), which consist of a detention and a retention storage capacity as well as filtration components.

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. The Water Quality Improvements consisting of sediment capture components will be incorporated with the use of Low Impact Development (LID) Integrated Management Practices (IMPs) including sediment traps at inlets to the surface storage systems, and filtration systems located within the EBDs.

The increase in volume of stormwater runoff discharged from the site will be partially mitigated by the retention volume provided within aforementioned EDB's. The additional impacts to the downstream drainage conditions will be handled by the proposed stormwater system extension within High Country Trail.

III. Direct to Ordinance Zoning Map Amendment

An application for a Direct to Ordinance 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 and Zoning 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 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; and, whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Direct to Ordinance Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1:

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. 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.

i. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary

When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan's Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In the case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods which provide the framework for the density, intensities, and mix of uses within the area types.

Staff has identified that the subject property is designated as Existing Suburban and is not located within an activity center on the Plan's Future Growth Illustration. Suburban areas are intended to have medium to low densities of people, residences, jobs, and activities; the streets and sidewalks vary in pattern; the area is drivable to access homes and jobs, yet walkable by special pedestrian facilities such as FUTS trails; some services and goods are available to the residents; the area may have access to public transportation. The City's desired Suburban Neighborhood Characteristics include a density of 2-13 units per acre, low-rise apartments (generally accepted as three-story maximum), and open spaces used for passive recreation.

Staff has identified the following Goals and Policies as most relevant to the current application proposal. This portion of the analysis is subjective in nature because some policies are given a higher weight in the analysis than others. In this case, the most significant issue raised by the proposed project is the concentration of density on the southern portion of the property adjacent to the single family residential neighborhood. A secondary, but also important, issue raised by the proposed project is the Plan's goal of working with existing land forms when developing a project design, which staff believes is not compatible with the proposed mass grading of the southern portion of the property, resulting in the loss of most existing resources on the site.

The Plan discusses the use of clustered development under Scenic Resources and Natural Setting Goals and Policies, specifically Policy CC.1.6, as well as Land Use Policies LU.5.4 and LU.13.11. The goals of this type of development are:

- the preservation of open space, view sheds, and scenic vistas, and
- the minimization of infrastructure costs.

The proposed project does not cluster development within the parameters identified in the Plan to preserve open space, view sheds, and scenic vistas and minimize infrastructure costs. Rather, the project clusters development to concentrate the density at the southern portion of the site and preserve the land to the north for the benefit of a single private property owner. The concentration of density results in a development that will have the impact of 19 units per acre on the adjacent neighborhoods.

Additionally, by concentrating the density of the entire development site on the southern portion of the site, the developer must rely on heavy grading, altering the existing ground contours with deep cuts and fills, resulting in the loss of existing native trees and extensive areas of disturbance and necessary re-vegetation. This does not align with the Plan's goals and policies set forth in E&C 9.2 and CC.1.1 of encouraging development to work with the existing land forms by stepping down sloped sites and preserving as much natural topography as possible.

It is the non-conformance with these specific, highly relevant policies that lead staff to find the proposal to be inconsistent with and not in conformance to the goals and policies of the General Plan and therefore the Future Growth Illustration's area designation of Suburban Neighborhood. This proposal also results in the site plan being out of conformance with many other goals and policies in the Regional Plan.

ii. <u>Applicable General Plan Goals and Policies</u>

As part of its review, staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. These goals and policies are located in an attachment to this report and within the developer's narrative. The following is a discussion of how the project generally meets or conflicts with goals and policies in each chapter.

a. Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)

The Regional Plan encourages development to work with the existing land forms. Developments should step down sloped sites and preserve as much natural topography as possible. Policy E&C.9.2 states that construction projects employ strategies to minimize disturbed area, soil compaction, soil erosion and destruction of vegetation. Policy CC.1.1 identifies the goal of preserving the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine. The proposed site plan utilizes heavy mass grading, with retaining walls located along the east and south property lines. The maximum proposed retaining wall is shown to be over 11 feet high. At points on the site, the grading plans indicate +/- 15 feet of cut. In the attached narrative, the developer states that it is challenging to design a project that is at or under the permitted maximum building height and points out that buildings which step down with the slope are better suited to meet the city's building height requirements. The developer states they did not step the buildings because of concerns with being able to meet ADA requirements for building access. Instead, they chose to design the buildings with a single grade floor plate resulting in the additional need for site grading. Staff believes this is a self-imposed hardship stemming from the concentration of density.

One of the results of the extensive site grading, is the loss of several existing ponderosa pine trees on the southern portion of the site. As discussed above, the Plan's goals and policies include conserving existing stands of ponderosa pine. To assist in this conservation, Regional Plan Map 7, titled: Significant Natural Resources; identifies the development site as having "Big Trees", defined as those trees being greater than 20 inches in diameter at breast height (DBH). The Resource Protection Plan identifies 52 existing trees with a DBH of greater than 25 inches on the entire site. Of these 52 existing trees, the developer proposes to save 37, 36 of which are located on the property north of High Country Trail. There is one tree with a DBH over

25 inches proposed to be saved on the southern portion of the site and only 20 trees total to be saved. It is staff's opinion that if the development did not rely so heavily on mass grading, additional trees on the southern portion of the site could be saved.

Another result of the mass grading of the site is a large area of disturbance and the reliance on re-vegetation. The development proposes to use native and naturalized landscaping materials as required by the Zoning Code. There is also a turf area proposed which is allowed as an oasis, and may use a non-native, higher water use plants such as the proposed Kentucky Blue grass mix.

b. Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management, and Water Quality)

As shown on Map 21, and referenced in Policy WR.4.3. "Development requiring public utility services will be located within the Urban Growth Boundary," the Property is located within the Urban Growth Boundary. There is existing water infrastructure in High Country Trail and existing sewer adjacent to the site that can support the proposed project. There are no off-site improvements required for sewer or water service. The proposed development complies with the findings of the Drainage Impact Analysis discussed in the Public Systems Impact Analysis section of this report.

c. Efficient Use of Energy Goals and Policies

The Regional Plan Policy E.1.4 promotes cost-effective, energy-efficient technologies and design in all new buildings for residential construction. The project proposes to include several design features that help increase energy efficiency as listed in the developer's narrative. The majority of these features are required by code and are standard construction practice. Policy E.2.4 encourages small-scale renewable energy production and use on the local level on appropriate residential parcels. The inclusion of solar panels was determined by the developer to be difficult if not impossible. The developer sites the City's building height limits and tree protection requirements as reasons solar is not viable on this site. Staff disagrees with this conclusion and believes solar panels could be added without exceeding building height limits, especially on the lower two-story buildings on the southern portion of the site.

d. Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)

The Regional Plan supports the use of clustering or concentrating densities and intensities on a development site in order to preserve environmentally sensitive lands and open space areas or buffers between disparate uses as identified in policies CC.1.6, LU.5.4 and LU.13.11. As the proposed development will be rezoning over 16 acres of land, but taking the development rights of 7 of those acres and concentrating the density on 9 acres of land, these specific goals and policies must weigh heavily in the assessment of the development. The clustering or the concentration of density is used to preserve conserved areas for the benefit of the residents and community. In this case, the majority of the area to be preserved will be for the benefit of the Auza family and does not provide a buffer for adjacent residential properties. The neighborhoods adjacent to the proposed project will feel the impact of a significantly more intense development (19 units per acre) without the benefit of conveniently located resources accessible to them. In staff's opinion, the preservation of private land across the street for the benefit of a single private property owner does not justify the impact of clustering density on the southern portion of the development site nor does it preserve a notable significant environmental feature.

Policy CC.1.1 aims to preserve the natural character of the region and includes the preservation of stands of ponderosa pines. The Natural Resource Protection Plan indicates that 50.44% of the tree resources will be retained. The code requires 50% of the tree resources to be saved. The majority of the tree resources are located on the portion of the property north of High Country Trail.

Goal CC.3 aims to preserve, restore, enhance, and reflect the design traditions of Flagstaff. Specifically policies CC.3.1 and CC.3.2 discuss the desired design of buildings and their relationship to their context. The developer states that the architectural design was developed to be site specific and complement traditional design characteristics associated with Flagstaff. They feel the design is appropriate for the region and climate, and consistent with surrounding developments. Staff has concerns with some of the design elements, specifically the roof well design. The design creates a center well for mechanical equipment with sloped roofs around the perimeter. The developer must take care to design this area for increased snow loads, roof drainage, and access for maintenance. Additionally, some of the proposed buildings have exterior stairs that extend past the roof line, creating an unsheltered entry to the building.

Policy CC.4.1 states streetscapes are to be context sensitive and transportation systems are to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs. The existing sidewalk along the south side of High Country Trail will be replaced with a FUTS trail. Unlike the existing sidewalks, the FUTS trail is set back from the edge of the street, creating greater safety for pedestrians. However, the trail does not currently tie into the existing FUTS. The developer turned down staff's request to replace the existing sidewalk along the north side of the street for the inclusion of parkways.

The site design is constrained by an existing 80-foot-wide electric utility easement along the south side of High Country Trail. The easement restricts buildings from being located close to the street as required by the Zoning Code. The developer has worked to provide clear pedestrian paths between the buildings and the FUTS trail. The carriage type buildings (building types 4 and 5) lack any pedestrian connection.

e. Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)

The proposed development is on a vacant infill parcel. The development of the infill parcel includes the required civic space, open space and pedestrian amenities, including the portion of FUTS along the street frontage.

The developer has repeatedly met with residents and property owners. The Citizen Participation Report, required as part of the rezoning application and prepared by the developer, outlines the specific details of these efforts. Policy LU.1.11 calls for collaboration between a developer, residents, and property owners in existing neighborhoods where redevelopment and reinvestment is proposed so that they are included, engaged, and informed. Staff would have liked to see the developer provide a higher quality civic space for the community, and work with the HOA for Ponderosa Trails to provide a complete connection to the FUTS trail.

Policy LU.1.3 promotes reinvestment at the neighborhood scale to include infill of vacant parcels, redevelopment of underutilized properties, aesthetic improvements to public spaces, remodeling of existing buildings and streetscapes, maintaining selected appropriate open spaces, and programs for the benefit and improvement of the local residents. Staff is generally supportive of suburban infill projects that propose multi-family development adjacent to public transit routes and a complete FUTS trail system. Staff would prefer to see additional pedestrian connections and natural buffers adjacent to existing single-family homes but understands the specific constraints of this development and the desire of the current landowners to retain the private use of the property north of High Country Trail. Policy LU.13.9 promotes the use of open space and FUTS trails to provide walking and biking links. While the proposed FUTS contributes to this policy, it does not connect to a FUTS at either end.

The proposed development will provide the community with additional medium density market rate units (described by the developer as luxury) and 18 affordable housing units limited to individuals who make no more than 80% of the Area Median Income (AMI) of Flagstaff.

f. Transportation (Mobility and Access, Safe and Efficient Multimodal Transportation, Environmental Considerations, Quality Design, Pedestrian Infrastructure, Bicycle Infrastructure, Transit, Automobile, Passenger Rail and Rail Freight, Air Travel, and Public Support for Transportation)

The proposed development will place residents within walking distance of two bus routes and a FUTS trail. Although the FUTS is not complete and the sidewalk on the north side of High Country Trail is not improved to current engineering standards, these pedestrian connections do help promote the use of public transportation and bicycling as stated in Policy T.1.6 "Provide and promote strategies that increase alternate modes of travel and demand for vehicle travel to reduce peak period traffic."

g. Neighborhoods, Housing, and Urban Conservation

Goal NH.3 of the Regional Plan speaks to the desire to make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors. The units proposed for affordable housing will permanently serve residents earning 80% of the area median income or less. For a single individual, that annual income limit is currently $39,200. Flagstaff Housing staff identified one-bedroom units for the proposed development to help fill a need in the community. The development will have 9 one bedroom units, 8 two bedroom units, and 1 three bedroom unit designated as affordable units.

The Regional Plan also aims to have compatible infill projects, specifically in Goal NH.6. The developer states that they choose the Medium Density Residential (MR) zoning district instead of the High Density Residential (HR) zone in an effort to blend new and existing buildings. Staff agrees that the allowable building height of 35 feet is appropriate given the existing multi-family structures and allowable heights to the south. However, if the developer had chosen to rezone the property to the HR zone, this rezoning case would have required a major Regional Plan amendment to proceed.

B. <u>Finding #2</u>

To meet the finding the proposed amendment must be determined not to 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.

Staff does not believe that the proposed project will be detrimental to the public health, safety, or welfare. However, staff believes that the proposed amendment will be detrimental to the public interest and will not add to the public good.

The developer has identified the following Community Benefits and Public Good:

i. The developer will provide the FUTS trail across the frontage of the southern portion of the property.
ii. The developer will provide the required civic and open space along the south side of High Country Trail.
iii. The developer will provide 18 units (10% of the allowed number of units) to individuals making 80% of the AMI.
iv. The proposed project will participate in the Crime Free Multi-Housing Program
v. The developer will place a Resource Protection Easement on the acreage north of High Country Trail.

In trying to establish Community Benefit and Public Good, the proposed development relies heavily on meeting the minimum requirements of the zoning code. The elements identified as being in the public interest are marginal and result in more benefit to the developer than to the community as a whole.

There will be no frontage improvements on the northern site of High Country Trail. The existing sidewalk on the north side of the street remains at back of curb, rather than providing the 5-foot-wide parkway as a pedestrian buffer from vehicle traffic.

The open and civic space is located primarily under the existing electrical transmission lines. Staff requested that the

developer consult with APS to ensure that the proposed development and the civic space would not be adversely impacted by the high voltage electric transmission lines located on site. To date, staff has not received any additional information from APS. The majority of the proposed space will also be located within a detention basin that has steep slopes impeding the access to this space. The primary amenities for this space include benches. Staff does not believe the open space and civic space, as designed, provide a community benefit or add to the public good.

The provision of the 18 units of affordable housing is a community benefit, but staff notes that in return the developer will receive a 20% density bonus enabling them to construct 29 additional market rate units on a site that is already burdened with additional density adjacent to residential areas.

The proposed Resource Protection Easement is not an added benefit of this proposal but rather a requirement in order to meet the Resource Protection Overlay requirements of the Zoning Code.

These issues, in conjunction with the other concerns identified above, lead staff to conclude that this application does not add to the public good and is detrimental to the public interest. While the provision of affordable housing is in the public interest and adds to the public good, it is not outweighed by the other negative impacts to the community identified in this report.

C. Finding #3

To meet the finding the affected site must be determined to be 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 believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements as well as impact analysis for the site. Any potential impacts were mitigated by the developer and no off-site improvements are required to serve this development.

IV. DEVELOPMENT AGREEMENT

A draft development agreement, attached to this report, has been prepared and continues to be negotiated throughout the review of this project. The primary purpose of this agreement is to set out roles and responsibilities in regard to the following (not limited to):

- Construction and maintenance of the FUTS
- Administration of the Affordable Housing units
- Construction of off-site stormwater infrastructure
- Conservation easement for the portion of property north of High Country Trail

Staff is requiring an easement over the portion of the property located north of High Country Trail to ensure that the required tree resources located on the property are not removed and to limit further development to a single residence, as any additional development rights/density have been utilized on the southern portion of the development area.

V. CITIZEN PARTICIPATION

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 1,000 feet (exceeding the minimum of 300 feet) of the site excluding rights-of-way.

The developer held two neighborhood meetings in regards to this case on October 18, 2018 and March 4, 2019. The first meeting was held at the Flagstaff Aquaplex, located at 1702 North Fourth Street in Flagstaff. The second meeting was held at Ashurst Hall, located at 624 Knoles Drive on the NAU campus in Flagstaff. Per the sign-in sheets, thirty-eight (38) individuals attended the first meeting and sixteen (16) individuals attended the second meeting. A Citizen Participation Report, attached, was prepared in response to the questions, comments and concerns presented. The meetings included an open house period, followed by presentations from the developer and a question and answer session. Comments on the project included the following topics: traffic impacts, tree resources, site grading adjacent to properties along the south property line, and the proposed density of the development.

Three emails and one letter from the public has been received as of the writing of the report. The three emails are from neighbors opposed to the development. The letter is from the president of the Ponderosa Trails HOA informing staff that a poll of the property owners was conducted and resulted in 87% of respondents opposing the rezoning, 9% in favor, and 3% did not have an opinion either way. Copies of the correspondence are attached.

RECOMMENDATION:

Staff cannot recommend approval of this project as it does not meet the required findings. Although the project meets the minimum standards set forth in the Zoning Code, the project has limited benefit for the community as a whole. Rather than using natural open space to buffer the higher density development from the neighboring R1 zone, the project concentrates density adjacent to the existing single family homes. The project does not work with the existing topography of the site, but rather heavily grades the site. As a result, a majority of the trees located on the southern portion of the development are proposed to be removed. The project must rely on the property north of High Country Trail to achieve the required tree resource protection. Typically projects which concentrate density in one area do so to provide additional quality open space for use by the community. The undeveloped portion of the development will remain as private property for the sole use of the Auza family.

The proposed development is not supported by the Regional Plan; in fact, it constitutes an attempt to subvert the Regional Plan. The developer originally approached the City to rezone only the 9 acres south of West High Country Trail to High Density Residential (HR) in order to build the proposed development. When informed that this would require a major Regional Plan amendment because intense density is not supported in the proposed location, the developer devised an alternate plan to include underdeveloped land across the road as part of the rezoning request in order to artificially inflate the allowed density for the project, without regard to the purposes for which clustered density is permitted in the Regional Plan and without any intent to actually incorporate the underdeveloped land into the project. In fact, the developer repeatedly changed the amount of underdeveloped land it planned to include in the proposed project to ensure it was including the minimum amount of land needed to obtain its desired density on the 9 acres and insisted that the underdeveloped land remain inaccessible by the project and protected from the public for the benefit of a single private property owner.

In staff's opinion, the developer has attempted to manipulate the Zoning Code and subvert the Regional Plan in order to maximize intensity without regard to the public interest or public good. This approach is further exemplified in the developer's decision to clear cut and mass grade the site and to locate open and civic space in an undesirable location under high voltage transmission lines and/or in steeply sloped detention basins, in order to maximize density to the fullest. For these reasons and the others identified in this report, staff does not recommend approval of this project.

If the Planning and Zoning Commission disagrees with Staff and believes that the proposed zoning map amendment does meet the required findings and the Commission decides to forward a recommendation of approval to City Council, then staff recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation approving PZ-17-00089-03, subject to the following seven conditions which will be included into the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated February 20, 2019 and revised March 15, 2019. Modifications (other than minor modifications) to the approved site plan

will require an amendment to this Direct to Ordinance Zoning Map Amendment request.

2. The parcels must be combined to match the zoning lines.
3. The State archeological database must be updated to reflect the removal of archeological resources on the subject property.
4. A detailed construction/grading plan must be provided for the retaining walls located on the southern boundary of the property adjacent to the Single Family Dwellings.
5. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
6. All terms, conditions, and restrictions detailed within the "Aura Development Agreement" must be fully satisfied.
7. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classifications of Rural Residential (RR) and Estate Residential (ER) in accordance with A.R.S. § 9-462.01.

Attachments:

- Application
- Area Context Map
- Legal Notice
- Parcels' Legal Descriptions
- Traffic Impact Analysis
- Water Sewer Impact Analysis
- Project Narrative
- List of Relevant Regional Plan Goals and Policies
- Citizen Participation Report
- Emails/letter from the Public
- Affordability Plan
- Approved Site Plans

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, May 22, 2019, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on Tuesday, June 18, 2019, at 6:00 p.m. to consider the following:

A. Explanation of Matters to be considered:

1. A proposed amendment to the official City of Flagstaff zoning map to rezone 16.11 acres from Estate Residential (ER) and Rural Residential (RR) to Medium Density Residential (MR) for the purpose of multi-family residential development.

The Flagstaff Planning and Zoning Commission was previously scheduled to hold a Public Hearing on Wednesday, April 24, 2019, but the item was rescheduled to the May 22, 2019 date.

The site currently consists of land owned by Auza Family LLC at 3401 South Lake Mary Road.

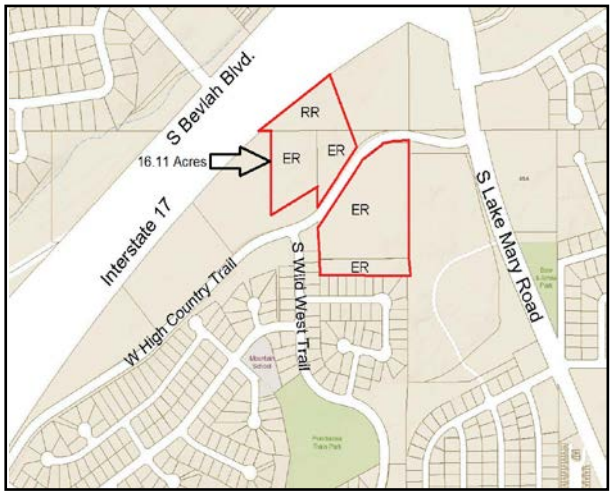
B. General Description of the Affected Area:
Approximately 16.11 acres, Coconino County Assessor's Parcel Number 112-05-001W, 112-05-011, 112-05-007B, and a portion of 112-09-001E, situated in a portion the SE ¼ of Section 29, and a portion the NE ¼ of Section 32, Township 21 North, Range 7 East, located at 3401 South Lake Mary Road, City of Flagstaff, Coconino County, Arizona.

The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

Interested parties may file comments in writing regarding the proposed amendment or may appear and be heard at the hearing dates set forth above. Maps and information regarding the proposed amendment are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Unless otherwise posted, all Planning and Zoning Commission and City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

PROPOSED ZONING MAP AMENDMENT
From Estate Residential (ER) and Rural Residential (RR) to Medium Density Residential (MR) for the purpose of multi-family residential development



ADDRESS: 3401 South Lake Mary Road
APN: 112-05-001W, 112-05-011, 112-05-007B, and a portion of 112-09-001E
ACRES: Approximately 16.11 Acres
City of Flagstaff
Coconino County

FOR FURTHER INFORMATION CONTACT
Alaxandra Pucciarelli
Planning Development Manager
Planning & Development Services
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Flagstaff, Arizona 86001
(928) 213-2640
apucciarelli@flagstaffaz.gov

Jason Morris
Partner
Withey Morris PLC
2525 E Arizona Biltmore Circle, Suite A-212
Phoenix, Arizona 85016
(602)230-0600
jason@witheymorris.com

Publish: May 3, 2019

Affidavit of Sign Posting

Case Number: PZ-17-00218-02

Project Name: Aura Flagstaff

Applicant Name: Jason Morris/Withey Morris PLC

Location: West of the Southwest Corner of Lake Mary Road and High Country Trail

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the applicant for public hearings in the City of Flagstaff shall post signs as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property 15 days prior to the hearing and to update the hearing information on the sign until final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within seven (7) days after the final disposition of the case.**

I confirm that the site has been posted as detailed in Section 10-20.30.080 of the Zoning Code as well as the Public Hearing Notice Sign Specifications included in this application for the case above and the site was posted at least fifteen (15) days prior to the public hearing.

See attached date stamped photo exhibit of posted signs.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this 7th day of May, 2019 by:

_____
Notary Public

My Commission Expires:

May 30, 2021

ANN K. SCHEUERMANN
Notary Public, State of Arizona
Maricopa County
My Commission Expires
May 30, 2021


City of Flagstaff
PUBLIC HEARING
Planning and Zoning Commission: May 22, 2019 at 4:00 p.m.
City Council: June 18,2019 at 6 p.m.
LOCATION OF HEARING(S): Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona
REQUEST :Zoning Map Amendment Application - from RR & ER to MR
PROPOSAL: 173 Unit Multi-family Residential Development
GENERAL LOCATION: West of the southwest corner of Lake Mary Road and High Country Trail
SIZE OF SITE: 16.111 Acres
CASE# PZ-17-00218-03
APPLICANT/CONTACT: Jason Morris / Withey Morris PLC
PHONE#: (602) 230-0600
Planning & Development Services Department: 928-213-2600
Posting Date: May 6, 2019
05-06-19 @2:48pm


City of Flagstaff
PUBLIC HEARING
Planning and Zoning Commission: May 22, 2019 at 4:00 p.m.
City Council: June 18,2019 at 6 p.m.
LOCATION OF HEARING(S): Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona
REQUEST :Zoning Map Amendment Application - from RR & ER to MR
PROPOSAL: 173 Unit Multi-family Residential Development
GENERAL LOCATION: West of the southwest corner of Lake Mary Road and High Country Trail
SIZE OF SITE: 16.111 Acres
CASE# PZ-17-00218-03
APPLICANT/CONTACT: Jason Morris / Withey Morris PLC
PHONE#: (602) 230-0600
Planning & Development Services Department: 928-213-2600
Posting Date: May 6, 2019
05-06-19 @2:48pm

Affidavit of Notifications to Affected Property Owners

Case Number: PZ-17-00218-03

Project Name: Aura Flagstaff

Applicant Name: Withey Morris PLC/Jason Morris

Location: West of the Southwest Corner of High Country Drive & Lake Mary Rd.

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the **applicant** for public hearings in the City of Flagstaff shall notify affected property owners as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to establish a list of the names and addresses of persons who require notification of a public hearing as established in sections 10-20.30.60.(A).3, 10-20.30.60.(B), and 10-20.30.60.(C) of the Zoning Code, and mail a notice of required public hearing via first class mail to each of the persons on the list referenced above no later than 15 days prior to the public hearing date. It shall also be the responsibility of the applicant to submit a notarized copy of the mailing list to the Director prior to the fifteenth day before the public hearing date.**

I confirm that the public hearing notifications were mailed as detailed in Section 10-20.30.080 of the City of Flagstaff Zoning Code at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this 7th day of May, 2019 by:

Ann K Scheuermann
Notary Public

ANN K. SCHEUERMANN
Notary Public, State of Arizona
Maricopa County
My Commission Expires
May 30, 2021

My Commission Expires:

May 30, 2021

WITHEY MORRIS PLC
ATTORNEYS AT LAW

May 6, 2019

Re: **Updated Public Hearing Notice – Zoning Map Amendment Application (PZ-17-00218-03)** for the Property Located along High Country Trail, Approximately 390 feet West of Lake Mary Road

Dear Property Owner, Resident or Neighborhood Association Leader:

As you will recall from prior correspondence, this firm represents Trinsic Acquisition Company LLC (the "Applicant") regarding approximately 16.111 acres located west of the intersection of Lake Mary Road and High Country Trail as shown on the enclosed map (the "Property"). The Property is situated just south of I-17, runs south across High Country Trail, and is adjacent to multi-family residential, zoned Medium Density Residential (MR), on the west; multi-family residential, zoned High Density Residential (HR), on the southeast; a vacant parcel, zoned Highway (HC), on the northeast; and single-family residential, zoned Single Family Residential (R1). A zoning map amendment application (PZ-17-00218-03) was filed with the city of Flagstaff to rezone the Property from Rural Residential (RR) and Estate Residential (ER) to Medium Density Residential (MR). The Applicant intends to develop Aura Flagstaff, a 173 unit luxury multi-family residential community on the Property. The development has been designed to provide civic and resident open space, protect existing natural resources and meet the City's Zoning Code provisions.

The purpose of this letter is to inform you that hearings before the Flagstaff Planning and Zoning Commission and the City Council to consider application PZ-17-00218-03 have been rescheduled.

The public meeting/hearing schedule is now as follows:

Planning & Zoning Commission:	May 22, 2019 4:00 p.m. Council Chambers of City Hall 211 West Aspen Avenue, Flagstaff, Arizona
Flagstaff City Council:	June 18, 2019 6:00 p.m. Council Chambers of City Hall 211 West Aspen Avenue, Flagstaff, Arizona

You are welcome to attend the hearings to learn about the case and share your thoughts about it. Please confirm the meeting details with the Flagstaff Planning and Development Services Department before attending as the dates are subject to change. Hearing information will also be posted on a sign on the Property and in the newspaper. You may contact Alaxandra Pucciarelli, Planning Development Manager, by email at apucciarelli@flagstaffaz.gov or by telephone at 928-213-2640 if you have questions about the application and to request to view the application. You may also share your thoughts about the application by writing to the Flagstaff Planning and Development Services, Flagstaff City Hall, 211 West Aspen, Flagstaff, Arizona 86001. Please be sure to include the application number so the letter may be included in the case file.

Sincerely yours,
WITHEY MORRIS PLC

By
Jessi Thornton

Enclosure

PHONE: 602-230-0600 FAX: 602-212-1787 2525 E. Arizona Biltmore Circle, Suite A-212, Phoenix, AZ 85016

AERIAL PARCEL MAP



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ALBUQUERQUE, NM 87122

3448 LITZLER DRIVE LLC
4866 FAILTE LANE
FLAGSTAFF, AZ 86001

381 CATTLE LLC
6301 N 4TH DR
PHOENIX, AZ 85013

A & D FLAGSTAFF PROPERTIES LLC
3945 WESTWOOD CIR
FLAGSTAFF, AZ 86005

ALFRED ROBERT L & MELANIE J
378 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

ANDERSON WENDY
4796 S DORY
FLAGSTAFF, AZ 86005

ANDRESS MURRAY F & GINA G
3761 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

ANDRESS PAULA
3774 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

ANITA LENDERS LLC
8704 E CLUBHOUSE WAY
SCOTTSDALE, AZ 85255

ARCINIAGA NICOLAS A
3276 S LITZLER DR
FLAGSTAFF, AZ 86005

ARIZONA GAME & FISH COMMISION
5000 W CAREFREE HWY
PHOENIX, AZ 85086

ASPEN TRAIL HOMEOWNER'S ASSOCIATION
323 S RIVER RUN RD NO 1
FLAGSTAFF, AZ 86001

AUZA FLAGSTAFF LLC
3378 S 16TH AVE
YUMA, AZ 85365

BAKER FAMILY LIVING TRUST DTD 8-28-17
3831 S WILD WEST TRL
FLAGSTAFF, AZ 86005

BATY ACE M III & KRISTY
3788 S WILD WEST TRL
FLAGSTAFF, AZ 86005

BECKWITH DUANE & KOSIK FRANCES TRUST DTD 03-31-08
230 E MOHAWK CIR
FLAGSTAFF, AZ 86005

BELL HEATHER A
146 E MOHAWK DR
FLAGSTAFF, AZ 86005

BENSON KATHERINE E & JAMES A
873 W COY DR
FLAGSTAFF, AZ 86005

BESLER KAYLA
126 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

BLANCHARD DAVID
3892 S MARBLE CANYON TRAIL
FLAGSTAFF, AZ 86005

BORSELLI GREGORY A & SHERI A LIVING TRUST DTD 12-9-11
4831 E RANCHO TIERRA DR
CAVE CREEK, AZ 85331

BORUNDA JONATHAN P & ERICA B
352 W OLD TERRITORY TRL
FLAGSTAFF, AZ 86005

BOYLE FAMILY LIVING TRUST DTD 4-19-11
75 W MEXICAN HAT TRL
FLAGSTAFF, AZ 86005

BROWN CRYSTAL
3225 S SANCTUARY LN
FLAGSTAFF, AZ 86001

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3876 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

BURTON BRYAN
686 W OLD TERRITORY TRAIL
FLAGSTAFF, AZ 86005

CAHILL SUSAN L & DEREK D
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RENO, NV 89519

CARLSON ROBIN
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FLAGSTAFF, AZ 86005

CHEN YE
216 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

CHERRY SPENCER C & JOANNE L CPWROS ; CHERRY JONATHAN A
4401 39TH ST
PHOENIX, AZ 85018

CHURCH OF THE RESURRECTION FLAGSTAFF INC
740 W UNIVERSITY HEIGHTS DR S
FLAGSTAFF, AZ 86005

CIULEI BRYCE
3770 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

COLEMAN VICTORIA
70 W GNEISS TRAIL
FLAGSTAFF, AZ 86005

COLES LAURA K
904 N BEAVER ST
FLAGSTAFF, AZ 86001

COLLINS FAMILY LIVING REVOCABLE TRUST DTD 4/15/08
3811 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

CONKLIN LIVING TRUST DTD 6-26-09
3875 MINING CAMP TRL
FLAGSTAFF, AZ 86005

COOK RALPH EDWARD & GAIL J REVOCABLE LIVING TRUST DTD 5-31-13
3808 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

Current Tenant
3378 S 16TH AVE
YUMA, AZ 85365

CUSTER JAMES & TAYLOR L
5172 OPAL RD
FLAGSTAFF, AZ 86005

DAHL JULIANNE & NATHAN
3755 S WILD WEST TRL
FLAGSTAFF, AZ 86005

D'ARPA JEFFREY C
80 W MEXICAN HAT TRL
FLAGSTAFF, AZ 86005

DE ALVA CHAD & BETHANY
3790 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

DEBOLD TOM C & MARY DELFINO
885 W COY DR
FLAGSTAFF, AZ 86005

DECHTER MICHAEL M & SARA E
126 W MEXICAN HAT TRL
FLAGSTAFF, AZ 86005

DEGHER DOUGLAS
423 E DAVID
FLAGSTAFF, AZ 86001

DENHAM CHRISTOPHER L
180 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

DERESHIWSKY MARY I
3508 S LITZLER DR
FLAGSTAFF, AZ 86005

DIVINE JILL
3786 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

DODGE RALPH
4815 S BRIGHT ANGEL TRAIL
FLAGSTAFF, AZ 86005

DONNELLY F JAMES & PAMELA FAMILY REVOCABLE TRUST DTD 07-21-17
11170 N STARGAZER DR
TUCSON, AZ 85737

DORST KEVIN SURVIVOR'S TRUST (A TRUST)
6416 STANLEY AVE
SAN DIEGO, CA 92115

DU PREZ ROY J III
3256 S HUNTER PL
FLAGSTAFF, AZ 86005

ERAS LIONEL RUDOLPH TRUSTEE ; ERAS LR LVG TRUST DTD 1-23-01
8355 E VIA DEL BELLEZA
SCOTTSDALE, AZ 85258

ESTER CHARLES E JR & ALICE G REVOCABLE TRUST U/A DTD 06-02-98
11435 N 49TH DR
GLENDALE, AZ 85304

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FLAGSTAFF, AZ 86005

FERLAZZO LIVING TRUST DTD 12-16-14
9200 N ROUNDTREE RD
FLAGSTAFF, AZ 86001

FERRARO KATHLEEN
6052 ABINEAU CANYON DR
FLAGSTAFF, AZ 86004

FINE LEWIS H
3764 S WAGON TRL
FLAGSTAFF, AZ 86005

FISCHENICH MAXWELL A
3233 S SANCTUARY LN
FLAGSTAFF, AZ 86005

FLAGSTAFF CITY OF
211 W ASPEN AVE
FLAGSTAFF, AZ 86001

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3843 S WAGON TRAIL
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FLAGSTAFF, AZ 86005

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FLAGSTAFF, AZ 86005

GARCIA JOSE J & BERENICE
1517 E ALBA DR
CASA GRANDE, AZ 85122

GARGIONE RAE A
3748 S WILD WEST TRL
FLAGSTAFF, AZ 86001

GAULOCHER CHRISTINE
218 E MOHAWK DR
FLAGSTAFF, AZ 86005

GIBBS FAMILY LIVING TRUST DTD 07-23-11
204 E ZUNI DR
FLAGSTAFF, AZ 86005

GILB PROPERTIES LLC
12695 PICRUS ST
SAN DIEGO, CA 92129

GLAU A COURTNEY
4870 BRIGHT ANGEL TRAIL
FLAGSTAFF, AZ 86005

GOBEIL JEFFREY R & MISTY A
849 W COY DR
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FLAGSTAFF, AZ 86005

HARADA DARLENE
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PERRIS, CA 92570

HARJU CLAIRE B & RYAN
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HAWTHORNE MARK & STEPHANIE MARTINEZ
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HORR KENNETH & ROSEMARY J
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FLAGSTAFF, AZ 86005

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PHOENIX, AZ 85007

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1814 E FRIESS DR
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3876 S OXBOW LOOP
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KIRCHER JONATHON G & ANGELA R
3810 S WILD WEST TRL
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KRAFT NICHOLAS J W
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3262 S LITTLE DR
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LEMON JEFFREY C & DEBRA L
162 W GOLD RUSH TRL
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3286 S LITZLER DR
FLAGSTAFF, AZ 86005

LOMBARDI ANGEL
180 W GOLD RUSH TRAIL
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FLAGSTAFF, AZ 86005

LUMPKINS CHARLES EMERSON
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LUNDIN PROPERTIES INVESTMENTS LLC
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LAKE HAVASU CITY, AZ 86406

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3066 W RIDGEVIEW DR
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AVILA BEACH, CA 93424

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MARTINEZ MACLOVIO & VERA
1904 N EAST ST
FLAGSTAFF, AZ 86004

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FLAGSTAFF, AZ 86005

MESERVE STEPHEN
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711 W OLD TERRITORY
FLAGSTAFF, AZ 86005

MIHALIK RICHARD
4793 S DORY TRAIL
FLAGSTAFF, AZ 86005

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GLENDALE, AZ 85308

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3217 S SANCTUARY LN
FLAGSTAFF, AZ 86005

MYERS ED & TRISHA
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FLAGSTAFF, AZ 86005

MYERS MARY CYNTHIA AKA MYERS CYNTHIA
3726 S WILD WEST TRL
FLAGSTAFF, AZ 86005

NEISES PAMELA J
3804 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

OHAGAN MICHAEL & JENNIFER
349 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

ONDREJECH DAVID ANTHONY & MARIA M
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FLAGSTAFF, AZ 86001

OROZCO CLINT ANTHONY & LISA M
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FLAGSTAFF, AZ 86005

P41 LLC
16192 N 157TH AV
SURPRISE, AZ 85374

PAHLER MULTI-FAMILY FOUR LLC
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FLAGSTAFF, AZ 86004

PALM DANIEL FRANK & LILIANE
3776 S WILD WEST TRL
FLAGSTAFF, AZ 86005

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FLAGSTAFF, AZ 86005

PARTNERSHIP FOR QUALITY AFFORDABLE ; HOUSING NO 4
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SCOTTSDALE, AZ 85260

PASEIRO DANIEL
3981 S NICHOLAS ST
FLAGSTAFF, AZ 86005

PATRICK JASON W & YADIMI ADLAON
589 W FAITHS WAY
FLAGSTAFF, AZ 86005

PATTERSON DANIEL M & AYSUN
1900 W NICKERSON ST NO 116 B-17
SEATTLE, WA 98119

PATTON FRANK JR & VONDA L
1325 MOUNTAINAIRE RD
FLAGSTAFF, AZ 86005

PAUL PROPERTIES LLC
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GLENDALE, AZ 85310

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FLAGSTAFF, AZ 86001

PENDLEY LD TRUST DTD 06-08-93
1578 W BRIGHTON AVE
EL CENTRO, CA 92243

PENDLEY LISA D TRUST RESTATED 02-03-08
1935 VINE ST
EL CENTRO, CA 92243

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268 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

PHELPS BRIAN & DANIELLE
182 E MOHAWK DR
FLAGSTAFF, AZ 86005

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9411 E CALLE DE LAS BRISAS
SCOTTSDALE, AZ 85255

PLEGER JEFF SCOTT
3428 S LITZLER DR
FLAGSTAFF, AZ 86005

PONDEROSA TRAILS HOA; C/O STERLING REAL ESTATE MGMT
323 S RIVER RUN RD NO 1
FLAGSTAFF, AZ 86001

PORTER MICHAEL ROBERT
8325 E ANGUS DR
SCOTTSDALE, AZ 85251

POUENMUANG ARIN
396 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

PRAGER BRIAN M & TAMMARA A
495 W OLD TERITORY TRAIL
FLAGSTAFF, AZ 86005

PRAGER BRIAN M & TAMMARA A
495 W OLD TERRITORY TRL
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8427 N MILBROOK RD STE 110
FRESNO, CA 93720

REIFF GREG W
138 W MEXICAN HAT TRL
FLAGSTAFF, AZ 86005

REILLY HELENA PEREZ
3437 S LITZLER DR
FLAGSTAFF, AZ 86005

REZNICK NW FMLY TR C/U THE ALCOVE TRUST DTD 11-29-04
PO BOX 880123
STEAMBOAT SPRINGS, CO 80488

RICE ROBERT & BETHANY
3209 S SANCTUARY LN
FLAGSTAFF, AZ 86005

ROBERTS DENNIS E
4006 S JOSEPH ST
FLAGSTAFF, AZ 86005

ROBERTS RICKY LEE & JULIE A
122 E MOHAWK DR
FLAGSTAFF, AZ 86005

ROSE CRAIG S & LORRAINE L
3739 S WILD WEST TRL
FLAGSTAFF, AZ 86005

SANCTUARY HOMEOWNERS ASSOCIATION INC
2020 N RIO DE FLAG DR
FLAGSTAFF, AZ 86004

SANDOVAL FAUSTINO E
370 W OLD TERRITORY TRL
FLAGSTAFF, AZ 86005

SAVOY MICHAEL R
613 W MARTY'S WAY
FLAGSTAFF, AZ 86005

SCANDORA PHIL & LORI
4853 S BRIGHT ANGEL TRAIL
FLAGSTAFF, AZ 86005

SCHERPEREEL DIANE
460 W OLD TERRITORY TRAIL
FLAGSTAFF, AZ 86005

SCHMIERER ADELAIDE M 1988 REVOCABLE TRUST
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SAN RAFAEL, CA 94901

SCHMIERER THOMAS & CARON
578 MILLER CREEK RD
SAN RAFAEL, CA 94903

SCHUETT LOWEN
4879 S ELVES CHASM
FLAGSTAFF, AZ 86005

SCOVEL DENNIS & SHARLA
122 W SEPARATION CANYON TRAIL
FLAGSTAFF, AZ 86005

SELLERS SHANNON R
3417 S COCOPAH DR
FLAGSTAFF, AZ 86005

SEPOLUEDA ANAMARIE
1211 W WESTON TRAIL
FLAGSTAFF, AZ 86005

SIDHU FMLY TRUST DTD 11/15/04
4635 ALLENDE AVE
OCEANSIDE, CA 92057

SIFLING SHARON
4865 S BRIGHT ANGEL TRAIL
FLAGSTAFF, AZ 86005

SIMMONS MITCHELL A
24688 N 106TH LN
PEORIA, AZ 85383

SIMON EUGENE C & MARSHA A
781 UNIVERSITY HTS DR S
FLAGSTAFF, AZ 86005

SIMONSEN PAUL
4819 S ELVES CHASM
FLAGSTAFF, AZ 86005

SINCLAIR SPRINGS TOWNHOME ASSOCIATION INC
323 S RIVER RUN RD NO 1
FLAGSTAFF, AZ 86001

SK5-ELA LLC
500 N MARKET PLACE DR NO 101
CENTERVILLE, UT 84014

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2738 FRED BREEN
FLAGSTAFF, AZ 86005

SMITH LINDA D
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PHOENIX, AZ 85087

STOFFERS WILLIAM H
2530 BLUE HORIZON RD
SEDONA, AZ 86336

STRIEBY CAROL
855 W SOUTHERN AVE NO 1036
MESA, AZ 85210

TAMAYO ENTERPRISES LLC
PO BOX 52085
PHOENIX, AZ 85072

TAYLOR ANDREW & JESSICA
98 W MEXICAN HAT
FLAGSTAFF, AZ 86005

TEN ELENA
2730 W JACLYN DR
FLAGSTAFF, AZ 86001

THOMPSON SHERRIE LIVING TRUST DTD 3/14/17
3434 S LITZLER DR
FLAGSTAFF, AZ 86005

TIMBER TRAILS APARTMENTS/FLAGSTAFF LLC
4745 N 7TH ST STE 110
PHOENIX, AZ 85014

TOPE JOSHUA GREGORY & REBECCA L
3464 S LITZLER DR
FLAGSTAFF, AZ 86005

TORRES MARIO
213 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

TWO DOGS PROPERTIES LLC
5133 E KATHLEEN RD
SCOTTSDALE, AZ 85254

VALLEN GARY & KIM TRUST DTD 10-09-13
1655 N KITTREDGE RD
FLAGSTAFF, AZ 86001

VIRTU VLM I BORROWER LLC
5973 AVENIDA ENCINAS STE 220
CARLSBAD, CA 92008

WARREN MEGHAN
231 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

WATSON JR REVOCABLE TRUST DTD 11-28-06
2556 CANYON RD
ESCONDIDO, CA 92025

WEBB FAMILY LIVING TRUST
2137 E NICOLET AVE
PHOENIX, AZ 85020

WEIDINGER JESSE & MAGGIE JT
PO BOX 3745
FLAGSTAFF, AZ 86003

WEIMER WILLIAM DAVID & DANITA LOUISE
3858 WAGON TRL
FLAGSTAFF, AZ 86005

WERTZ ROBERT W JR & DEBORAH V
11050 MARGARET WAY
FLAGSTAFF, AZ 86004

WEST LAURA JO
3850 S WAGON TRAIL
FLAGSTAFF, AZ 86005

WHITE CLINT J & DEBRA L
3793 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

WILLEY NICHOLAS G & MARSHA S
8312 E SANDSTONE DR
TUCSON, AZ 85750

WOODWARD JULIE
335 W BERYL
FLAGSTAFF, AZ 86005

WOOLVERTON JOSEPH DONALD & CLAUDIA LEA
PO BOX 604
TALIHINA, OK 74571

WU DI
3884 S MINING CAMP TRL
FLAGSTAFF, AZ 86005

WW FAMILY TRUST DATED 10-12-92
3974 S NICHOLAS ST
FLAGSTAFF, AZ 86005

XIANGMING UU
216 W GOLD RUSH
FLAGSTAFF, AZ 86005

YATES BRANDON
194 E MOHAWK DR
FLAGSTAFF, AZ 86005

YOUNG NEAL
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Repliez à l'hachure afin de révéler le rebord Pop-up
Pat. avery.com/patents

ZITTERKOPF FAMILY TRUST DTD 02-08-00
3120 ROSS AVE
KINGMAN, AZ 86401

MAGEE REBECCA & MATTHEW
1012 N PONT HIGGINS RD
KETCHIKAN, AK 99901

ATTENDEES TO SECOND OPEN HOUSE NOT ON MAILING LIST:

TOM & KATHLEEN CARPENTER
3789 S. SUTTER CREEK TRAIL
FLAGSTAFF, AZ 86005

PHILIP GOLDBLATT
3846 S. WILD WEST TRAIL
FLAGSTAFF, AZ 86005

GREG & SANDY LOSTRACCO
90 W. SEPARATION CANYON TRAIL
FLAGSTAFF, AZ 86005

SKYLER & HEIDI LOFGREN
34 W. SEPARATION CANYON TRAIL
FLAGSTAFF, AZ 86005

ERIC & MOLLY GREENWALD
1497 W WESTON TRAIL
FLAGSTAFF, AZ 86005

PHIL & LORI SCANDORA
4853 S. BRIGHT ANGEL TRAIL
FLAGSTAFF, AZ 86005

RAE & NATHAN JONES
3748 S. WILD WEST TRAIL
FLAGSTAFF, AZ 86005

JEFF SMITH
37 W. TRAVERTINE TRAIL
FLAGSTAFF, AZ 86001

ALAXANDRA PURCCIARELLI
CITY OF FLAGSTAFF, 211 W ASPEN AVE
FLAGSTAFF, AZ 86001

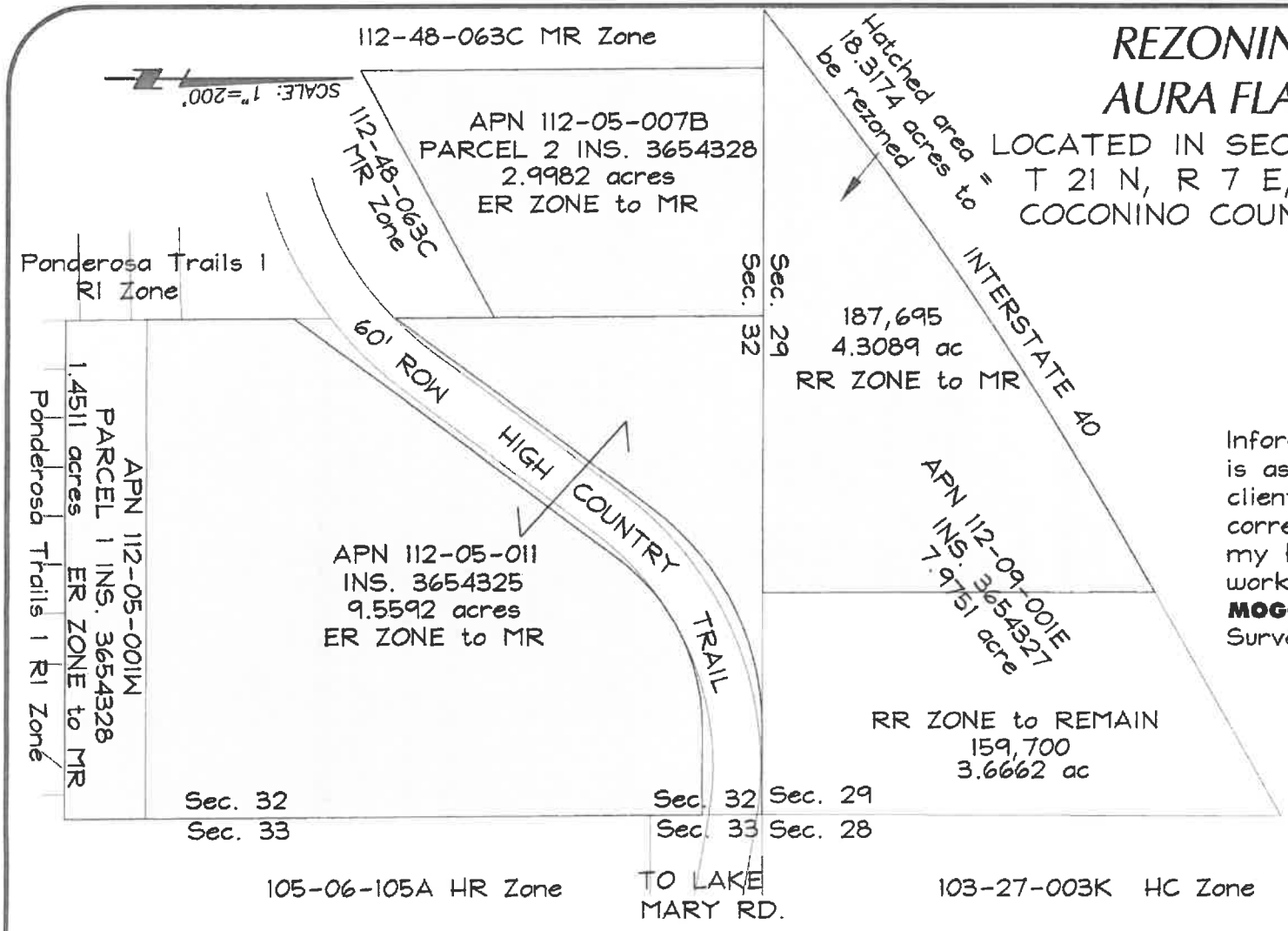
Go to avery.com/templates
Use Avery Template 5160
Easy Peel® Address Labels
Bend along line to expose Pop-up Edge®
AVERY 5160

Aura Flagstaff
West of Lake Mary Road on High Country Trail
Concept Plan

REZONING MAP
AND
REZONING
LEGAL DESCRIPTIONS

REZONING MAP
AURA FLAGSTAFF

LOCATED IN SECTIONS 29 & 32, T 21 N, R 7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA



Information shown hereon is as provided by the client and is true and correct to the best of my knowledge. No field work was performed by **MOGOLLON** Engineering & Surveying, Inc.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed 4/26/18
ARIZONA U.S.A.

Expires on 3/31/21

HORIZONTAL SCALE: 1"=200'
VERTICAL SCALE:
DESIGNED/DRAWN BY:
PROJECT NO. 17259
DATE: 4/25/18

Mogollon Engineering & Surveying Inc
411 W. Santa Fe Avenue
Flagstaff, Az. 86001
Phone: 928-214-0214 • Mogollon99@aol.com

EXHIBIT B
REZONING MAP
AURA FLAGSTAFF

ASSESSOR PARCEL NUMBER
112-09-001E
LEGAL DESCRIPTION
INSTRUMENT 3654327
7.9751 ACRES
4.3089 ACRES REZONE TO MR
3.6662 ACRES RETAIN RR ZONE

EXHIBIT "A"

The following is a description of a parcel of land, being a portion of Instrument 3654327, Coconino County Records (CCR), situate in section 29, Township 21 North, Range 7 East, G.& S.R.M., Flagstaff, Coconino County, Arizona, being more particularly described as follows:

Beginning at the southeast corner of said section 29;

Thence North 00°12'21" East along the east line of said section 29 a distance of 651.95' to the northeast corner of Instrument 3654327 and a point on the east line of Interstate 40;

Thence South 60°22'19" West along the east line of Interstate 40 a distance of 304.06' to a point which is the beginning of a curve, concave to the southeast and having a radius of 5,438.14 feet;

Thence southwesterly along said curve and along said Right-of-Way a distance of 18.76 feet through a central angle of 00°11'52";

Thence South 00°03'20" East a distance of 492.60 feet to a point on the south line of Instrument 3654327;

Thence North 89°56'40" East along the south line of said section 29 a distance of 277.78 feet to the **True Point of Beginning**;

Said parcel contains 159,700 sq. ft. or 3.6662 acres of land more or less as shown on attached Exhibit B and B-1 which by this reference is made a part hereof.



East 3.6662 acres of Ins. 3654327 not to be Rezoned, retains RR Zoning

EXHIBIT "A"

The following is a description of a parcel of land, being a portion of Instrument 3654327, Coconino County Records (CCR), situate in section 29, Township 21 North, Range 7 East, G.& S.R.M., Flagstaff, Coconino County, Arizona, being more particularly described as follows:

Commence at the southeast corner of said section 29; Thence South 89°56'40" West along the south line of Instrument 3654327 a distance of 277.78 feet to the Point of Beginning;

Thence continue South 89°56'40" West along said south line a distance 340.97 feet;

Thence South 89°51'06" West along said south line a distance of 379.97 feet to a point on the east line of Interstate 40 to a point which is the beginning of a non-tangent curve, concave to the southeast and having a radius of 5,438.14 feet and to which beginning a radial line bears North 39°02'20" West;

Thence northeasterly along said curve and along said Right-of-Way a distance of 874.45 feet through a central angle of 09°12'47";

Thence South 00°03'20" East a distance of 492.60 feet to the **True Point of Beginning**;

Said parcel contains 187,695 sq. ft. or 4.3089 acres of land more or less as shown on attached Exhibit B and B-1 which by this reference is made a part hereof.

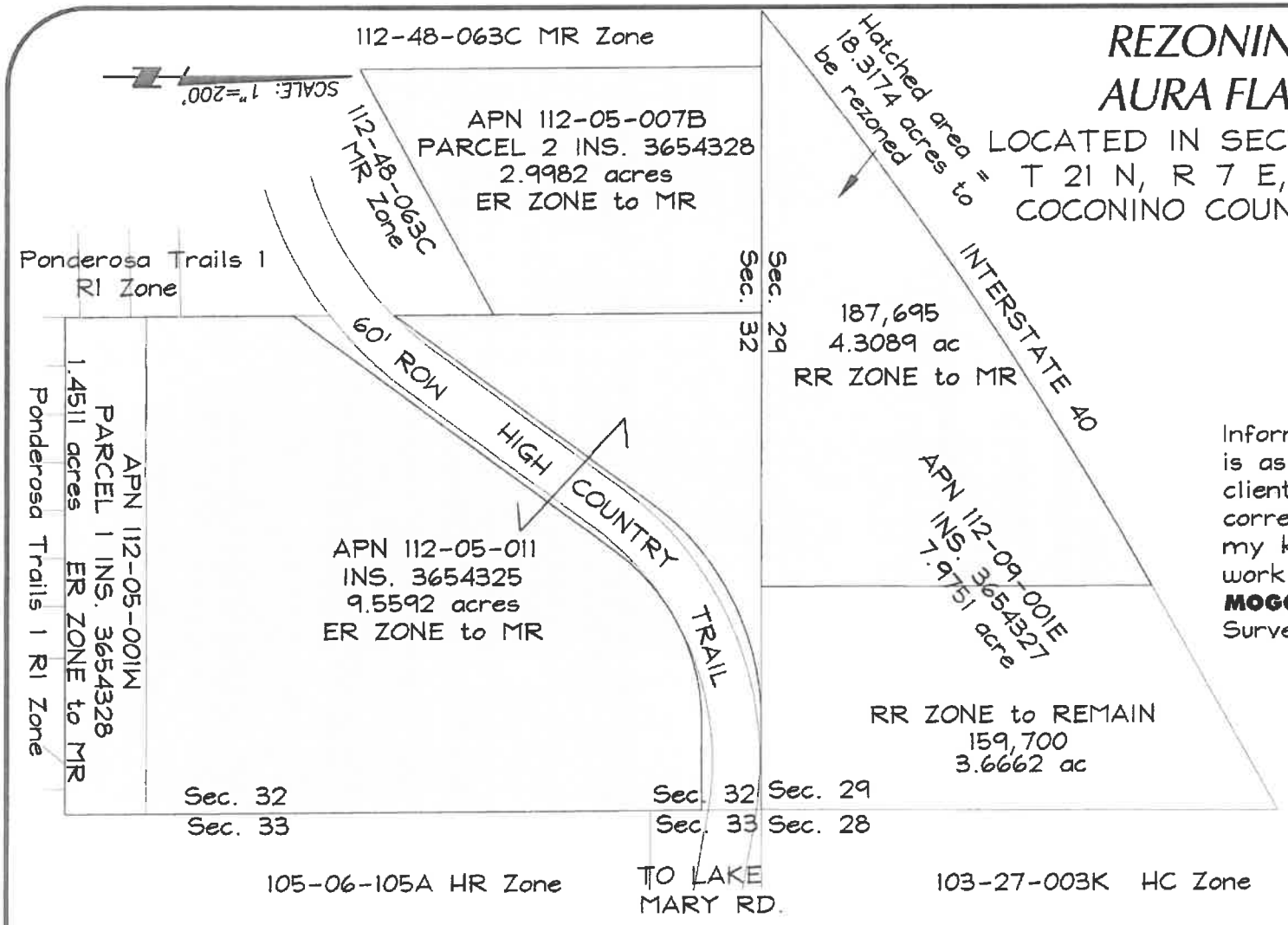


Expires on 3/31/21

West 4.3089 acres of Ins. 3654327 to be Rezoned to MR

REZONING MAP
AURA FLAGSTAFF

LOCATED IN SECTIONS 29 & 32,
T 21 N, R 7 E, FLAGSTAFF,
COCONINO COUNTY, ARIZONA



Information shown hereon is as provided by the client and is true and correct to the best of my knowledge. No field work was performed by **MOGOLLON** Engineering & Surveying, Inc.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed: 4/26/18
ARIZONA U.S.A.

Expires on 3/31/21

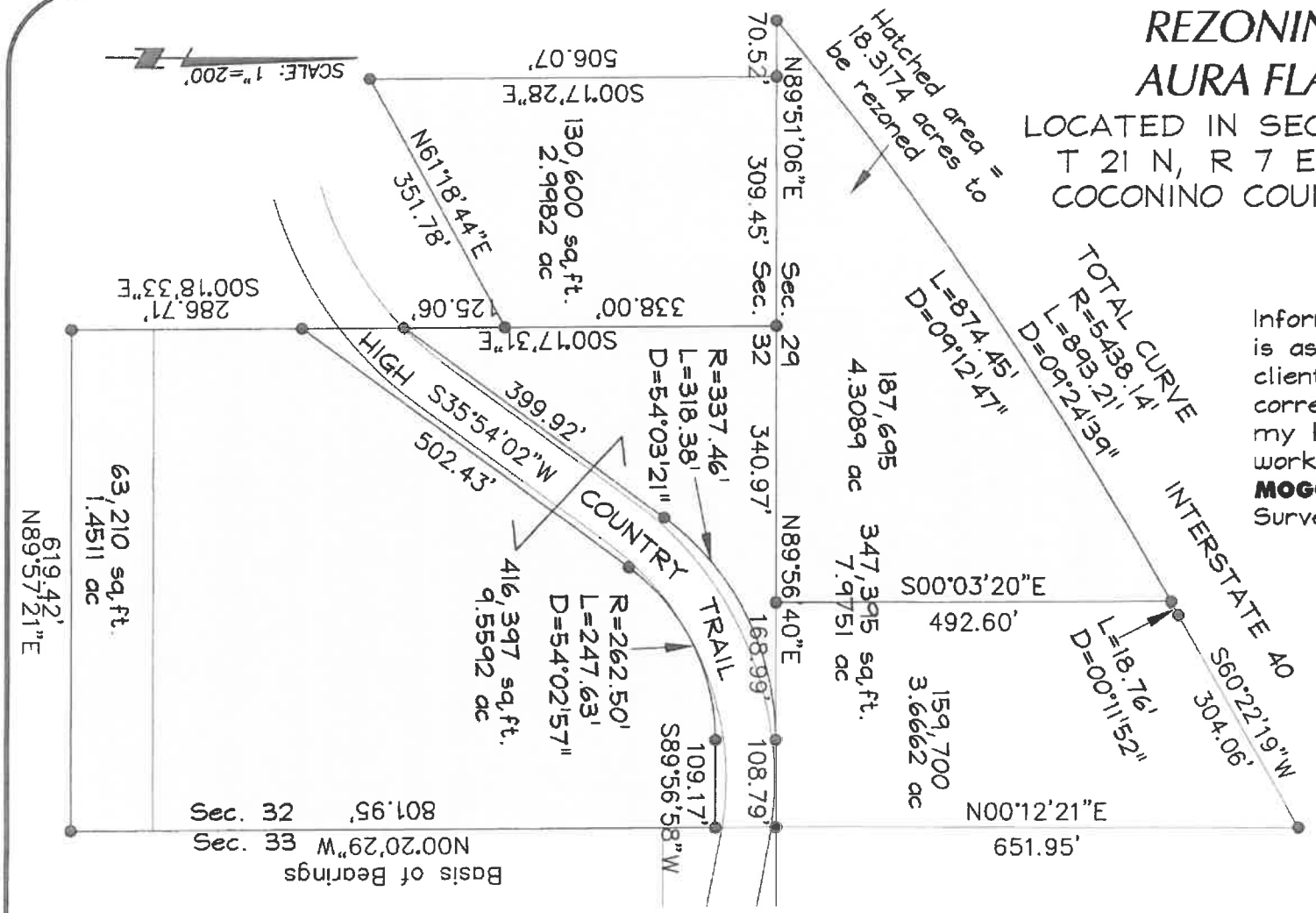
HORIZONTAL SCALE: 1"=200'
VERTICAL SCALE:
DESIGNED/DRAWN BY:
PROJECT NO. 17259
DATE: 4/25/18

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Az. 86001
Phone: 928-214-0214 • Mogollan99@aol.com

EXHIBIT B
REZONING MAP
AURA FLAGSTAFF

REZONING MAP
AURA FLAGSTAFF

LOCATED IN SECTIONS 29 & 32,
T 21 N, R 7 E, FLAGSTAFF,
COCONINO COUNTY, ARIZONA



Information shown hereon is as provided by the client and is true and correct to the best of my knowledge. No field work was performed by **MOGOLLON** Engineering & Surveying, Inc.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed 4/26/18
ARIZONA U.S.A.

Expires on 3/31/21

HORIZONTAL SCALE: 1"=200'	
VERTICAL SCALE:	
DESIGNED/DRAWN BY:	
PROJECT NO. 17259	
DATE: 4/24/18	

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Az. 86001
Phone: 928-214-0214 • Mogollon99@aol.com

EXHIBIT B-1
REZONING MAP
AURA FLAGSTAFF

ASSESSOR PARCEL NUMBER
112-05-011
LEGAL DESCRIPTION
INSTRUMENT 3654325
9.5592 ACRES

Official Records of Coconino County 3654325
Patty Hansen - Recorder 02/19/2013 04:07 PM Pgs: 5
GADARIAN & CACY SW $13.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
GADARIAN & CACY, P.L.L.C.
2200 East River Road, Suite 123
Tucson, Arizona 85718

Recording Data:

MAIL TAX STATEMENTS TO:

Auza Flagstaff, L.L.C.
3378 S. 16th Avenue
Yuma, Arizona 85365

CORRECTION TO DEED

THIS DEED IS BEING RE-RECORDED FOR PURPOSES OF CORRECTING THE LEGAL DESCRIPTION AND TO REFLECT CORRECT DATES. DEEDS WERE EXECUTED BEFORE THE CREATION OF AUZA FLAGSTAFF, L.L.C.

This Correction to Deed is intended to apply to real estate located known as Tax Code Parcel No. 112-05-011.

EXEMPT UNDER A.R.S. SECTION 11-1134 B 2.

Dated: February 15, 2013

Gregory V Gadarian
Attorney for Martin R. Auza, Sr., as Manager of Auza Flagstaff, L.L.C.

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 15th day of February, 2013, by Gregory V. Gadarian, attorney for Martin R. Auza, Sr., as Manager of Auza Flagstaff, L.L.C.

CAROL COTA
Notary Public - Arizona
Pima County
My Commission Expires
March 14, 2014

Notary Public

Official Records of Coconino County 3649146
Candace Owens - Recorder 12/20/2012 03:38 PM Pgs: 3
GADARIAN & CACY SW $13.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Gadarian & Cacy, P.L.L.C.
2200 East River Road, Suite 123
Tucson, Arizona 85718

Recording Data:

MAIL TAX STATEMENTS TO:

Auza Flagstaff, L.L.C.
3378 S. 16th Avenue
Yuma, Arizona 85365

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, we

Martin Auza and Shirley Auza, Trustees of the Auza Living Trust, created on September 21, 1992

hereby convey to

AUZA FLAGSTAFF, L.L.C., an Arizona limited liability company,

all right, title, or interest we have in the real property located in Coconino County, Arizona, described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

This Deed is intended to convey the real estate known as Tax Code Parcel No. 112-05-011.

The legal description herein is taken from that certain instrument recorded September 25, 1992 on Docket 1508 at Page 458 and is intended to be identical to the legal description contained in that instrument.

Subject to: current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record or otherwise.

Grantors warrant title as against all of Grantors' acts and no other acts and subject to all taxes, conditions, covenants, restrictions, reservations, easements, encumbrances and matters of record.

The Affidavit and fee required under A.R.S. § 11-1132 and 1133 do not apply to this transfer because the transfer is exempt under A.R.S. § 11-1134 B 8

The beneficiaries of the Auza Living Trust created on September 21, 1992 are:

Martin and Shirley Auza
3378 South 16th Ave.
Yuma, Arizona 85365

DATED: November 30 2012.

Auza Living Trust

Martin Auza, Trustee

Shirley Auza, Trustee

STATE OF ARIZONA)
)ss.
County of Pima)

The foregoing instrument was acknowledged before me this 30th day of November, 2012, by Martin Auza and Shirley Auza.

OFFICIAL SEAL
DEBORAH M HACKSTADT
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires July 20, 2014

Deborah M. Hackstadt
Notary Public

J:\PM-Clients\Auza, Martin & Shirley\Auza, Martin & Shirley - AZ LLC\1451_Deed- 112-05-01 to LLC.WPD

Grantors warrant title as against all of Grantors' acts and no other acts and subject to all taxes, conditions, covenants, restrictions, reservations, easements, encumbrances and matters of record.

The Affidavit and fee required under A.R.S. § 11-1132 and 1133 do not apply to this transfer because the transfer is exempt under A.R.S. § 11-1134 B 8

The beneficiaries of the Auza Living Trust created on September 21, 1992 are:

Martin and Shirley Auza
3378 South 16th Ave.
Yuma, Arizona 85365

DATED: December 14, 2012.

Auza Living Trust

Martin Auza, Trustee

Shirley Auza, Trustee

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 14th day of December, 2012, by Martin Auza and Shirley Auza.

OFFICIAL SEAL
DEBORAH M HACKSTADT
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires July 20, 2014

Deborah M. Hackstadt
Notary Public

EXHIBIT "A"

The following described real property situated in Coconino County, Arizona:

The North 774.45 feet of the East 618.74 feet of Section 32, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona.

Less: 1.45 AC 1623/406.

ASSESSOR PARCEL NUMBER
112-05-007B
LEGAL DESCRIPTION
PARCEL 2 OF
INSTRUMENT 3654328
2.9982 ACRES

Official Records of Coconino County 3654328
Patty Hansen - Recorder 02/19/2013 04:07 PM Pgs: 5
GADARIAN & CACY SW $13.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
GADARIAN & CACY, P.L.L.C.
2200 East River Road, Suite 123
Tucson, Arizona 85718

Recording Data:

MAIL TAX STATEMENTS TO:

Auza Flagstaff, L.L.C.
3378 S. 16th Avenue
Yuma, Arizona 85365

CORRECTION TO DEED

THIS DEED IS BEING RE-RECORDED FOR PURPOSES OF CORRECTING DATES. DEEDS WERE EXECUTED BEFORE THE CREATION OF AUZA FLAGSTAFF, L.L.C.

This Correction to Deed is intended to apply to real estate located known as Tax Code Parcel No. 112-05-007B and 112-05-001W.

EXEMPT UNDER A.R.S. SECTION 11-1134 B 2.

Dated: February 15, 2013

Gregory V. Gadarian
Attorney for Martin R. Auza, Sr., as Manager of Auza Flagstaff, L.L.C.

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 15th day of February, 2013, by Gregory V. Gadarian, attorney for Martin R. Auza, Sr., as Manager of Auza Flagstaff, L.L.C.

CAROL COTA
Notary Public - Arizona
Pima County
My Commission Expires
March 14, 2014

Notary Public

Official Records of Coconino County 3649144
Candace Owens - Recorder 12/20/2012 03:38 PM Pgs: 3
GADARIAN & CACY SW $13.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Gadarian & Cacy, P.L.L.C.
2200 East River Road, Suite 123
Tucson, Arizona 85718

Recording Data:

MAIL TAX STATEMENTS TO:

Auza Flagstaff, L.L.C.
3378 S. 16th Avenue
Yuma, Arizona 85365

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, we

Martin Auza and Shirley Auza, Trustees of the Auza Living Trust, created on September 21, 1992

hereby convey to

AUZA FLAGSTAFF, L.L.C., an Arizona limited liability company,

all right, title, or interest we have in the real property located in Coconino County, Arizona, described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

This Deed is intended to convey the real estate known as Tax Code Parcel No. 112-05-007B and 112-05-001W.

The legal description herein is taken from that certain instrument recorded September 25, 1992 on Docket 1508 at Page 461 and is intended to be identical to the legal description contained in that instrument.

Subject to: current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record or otherwise.

Grantors warrant title as against all of Grantors' acts and no other acts and subject to all taxes, conditions, covenants, restrictions, reservations, easements, encumbrances and matters of record.

The Affidavit and fee required under A.R.S. § 11-1132 and 1133 do not apply to this transfer because the transfer is exempt under A.R.S. § 11-1134 B 8

The beneficiaries of the Auza Living Trust created on September 21, 1992 are:

Martin and Shirley Auza
3378 South 16th Ave.
Yuma, Arizona 85365

DATED: November 30, 2012.

Auza Living Trust

Martin Auza, Trustee

Shirley Auza, Trustee

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 30th day of November, 2012, by Martin Auza and Shirley Auza.

OFFICIAL SEAL
DEBORAH M HACKSTADT
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires July 20, 2014

Notary Public

J:\PM-Clients\Auza, Martin & Shirley\Auza, Martin & Shirley - 02 LLC\1456_Deed_112-05-007B and 112-05-001W to LLC.WPD

Grantors warrant title as against all of Grantors' acts and no other acts and subject to all taxes, conditions, covenants, restrictions, reservations, easements, encumbrances and matters of record.

The Affidavit and fee required under A.R.S. § 11-1132 and 1133 do not apply to this transfer because the transfer is exempt under A.R.S. § 11-1134 B 8

The beneficiaries of the Auza Living Trust created on September 21, 1992 are:

Martin and Shirley Auza
3378 South 16th Ave.
Yuma, Arizona 85365

DATED: December 14, 2012.

Auza Living Trust

Martin Auza, Trustee

Shirley Auza, Trustee

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 14th day of December, 2012, by Martin Auza and Shirley Auza.

OFFICIAL SEAL
DEBORAH M HACKSTADT
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires July 20, 2014

Deborah M. Hackstadt
Notary Public

EXHIBIT "A"

Parcel 1:

A parcel of ground lying in the Northeast quarter of Section 32, Township 21 North, Range 7 East, Gila & Salt River Base and Meridian, Coconino County, Arizona, described as follows:

Commencing at a 1965 B.L.M. Brass Cap Monument at the Northeast corner of Section 32;

thence South 00° 20' 29" East (Basis of Bearings), a distance of 774.90 feet (Record 774.45 feet) to a found and accepted ½ inch rebar at the TRUE POINT OF BEGINNING from which a found 1965 B.L.M. Brass Cap at the East quarter corner of Section 32 lies South 00° 18' 01" East, a distance of 1872.63 feet;

thence South 00° 18' 01" East, a distance of 102.10 feet to a set 5/8 inch rebar with plastic cap stamped "SEC RLS 13015";

thence South 89° 57' 11" West, a distance of 619.43 feet to a set 5/8 inch rebar with a plastic cap stamped "SEC RLS 13015';

thence North 00° 17' 28" West, a distance of 102.10 feet to a found and accepted ½ inch rebar;

thence North 89° 57' 12" East, a distance of 619.42 feet (Record 618.74 feet) to the TRUE POINT OF BEGINNING.

Parcel 2:

A parcel of ground lying in Section 32, Township 21 North, Range 7 East, Gila & Salt River Base and Meridian, Coconino County, Arizona, described as follows:

COMMENCING at a found 1965 B.L.M. Brass Cap Monument at the Northeast corner of Section 32, and the Northwest corner of Section 33, from which a found 1965 B.L.M. Brass Cap Monument at the North quarter corner of Section 33 bears North 89° 44' 00" East (Record per B.L.M., plat and Basis of Bearings for this description);

thence along the North line of Section 32, South 89° 56' 58" West, a distance of 618.74 feet to the TRUE POINT OF BEGINNING from which a found 1965 B.L.M. Brass Cap Monument at the North quarter corner section of Section 32, bears South 89° 56' 58" West, a distance of 2024.11 feet and also from which a found ½ inch rebar bears South 01° 29' 55" East, a distance 5.88 feet;

thence leaving said North line South 00° 17' 28" East, a distance of 338.00 feet from which, a found ½ inch rebar bears South 00° 17' 28" East, a distance of 436.86 feet;

thence South 61°18' 42" West, a distance of 351.78 feet;

thence north 00° 17' 28" West, a distance of 506.60 feet to the North line of Section 32;

thence along said North line, North 89° 56' 58" East, a distance of 309.45 feet to the TRUE POINT OF BEGINNING.

ASSESSOR PARCEL NUMBER
112-05-001W
LEGAL DESCRIPTION
PARCEL 1 OF
INSTRUMENT 3654328
1.4511 ACRES

Official Records of Coconino County 3654328
Patty Hansen - Recorder 02/19/2013 04 07 PM Pgs: 5
GADARIAN & CACY SU $13.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
GADARIAN & CACY, P.L.L.C.
2200 East River Road, Suite 123
Tucson, Arizona 85718

Recording Data:

MAIL TAX STATEMENTS TO:

Auza Flagstaff, L.L.C.
3378 S. 16th Avenue
Yuma, Arizona 85365

CORRECTION TO DEED

THIS DEED IS BEING RE-RECORDED FOR PURPOSES OF CORRECTING DATES. DEEDS WERE EXECUTED BEFORE THE CREATION OF AUZA FLAGSTAFF, L.L.C.

This Correction to Deed is intended to apply to real estate located known as Tax Code Parcel No. 112-05-007B and 112-05-001W.

EXEMPT UNDER A.R.S. SECTION 11-1134 B 2.

Dated: February 15, 2013

Gregory V. Gadarian
Attorney for Martin R. Auza, Sr., as Manager of Auza Flagstaff, L.L.C.

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 15th day of February 2013, by Gregory V. Gadarian, attorney for Martin R. Auza, Sr., as Manager of Auza Flagstaff, L.L.C.

CAROL COTA
Notary Public - Arizona
Pima County
My Commission Expires
March 14, 2014

Notary Public

3654328 Pages: 2 of 5 02/19/2013 04:07:56 PM

Official Records of Coconino County 3649144
Candace Owens - Recorder 12/20/2012 03:38 PM Pgs 3
GADARIAN & CACY SW $13.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Gadarian & Cacy, P.L.L.C.
2200 East River Road, Suite 123
Tucson, Arizona 85718

Recording Data:

MAIL TAX STATEMENTS TO:

Auza Flagstaff, L.L.C.
3378 S. 16th Avenue
Yuma, Arizona 85365

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, we

Martin Auza and Shirley Auza, Trustees of the Auza Living Trust, created on September 21, 1992

hereby convey to

AUZA FLAGSTAFF, L.L.C., an Arizona limited liability company,

all right, title, or interest we have in the real property located in Coconino County, Arizona, described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

This Deed is intended to convey the real estate known as Tax Code Parcel No. 112-05-007B and 112-05-001W.

The legal description herein is taken from that certain instrument recorded September 25, 1992 on Docket 1508 at Page 461 and is intended to be identical to the legal description contained in that instrument.

Subject to: current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record or otherwise.

Grantors warrant title as against all of Grantors' acts and no other acts and subject to all taxes, conditions, covenants, restrictions, reservations, easements, encumbrances and matters of record.

The Affidavit and fee required under A.R.S. § 11-1132 and 1133 do not apply to this transfer because the transfer is exempt under A.R.S. § 11-1134 B 8

The beneficiaries of the Auza Living Trust created on September 21, 1992 are:

Martin and Shirley Auza
3378 South 16th Ave.
Yuma, Arizona 85365

DATED: November 30, 2012.

Auza Living Trust

Martin Auza, Trustee

Shirley Auza, Trustee

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 30th day of November, 2012, by Martin Auza and Shirley Auza.

OFFICIAL SEAL
DEBORAH M. HACKSTADT
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires July 20, 2014

Notary Public

J:\PM-Clients\Auza, Martin & Shirley\Auza, Martin & Shirley - TC LLC\1456 Deed-112-05-007B and 112-05-001W to LLC.WPD

Grantors warrant title as against all of Grantors' acts and no other acts and subject to all taxes, conditions, covenants, restrictions, reservations, easements, encumbrances and matters of record.

The Affidavit and fee required under A.R.S. § 11-1132 and 1133 do not apply to this transfer because the transfer is exempt under A.R.S. § 11-1134 B 8

The beneficiaries of the Auza Living Trust created on September 21, 1992 are:

Martin and Shirley Auza
3378 South 16th Ave.
Yuma, Arizona 85365

DATED: December 14, 2012.

Auza Living Trust

Martin Auza
Martin Auza, Trustee

Shirley Auza
Shirley Auza, Trustee

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 14th day of December, 2012, by Martin Auza and Shirley Auza.

OFFICIAL SEAL
DEBORAH M HACKSTADT
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires July 20, 2013

Deborah M. Hackstadt
Notary Public

J:\TM-Clients\Auza, Martin & Shirley\Auza, Martin & Shirley - AZ LLC\1456 Deed- 112-05-007B and 112-05-001W to LLC.WPD

EXHIBIT "A"

Parcel 1:

A parcel of ground lying in the Northeast quarter of Section 32, Township 21 North, Range 7 East, Gila & Salt River Base and Meridian, Coconino County, Arizona, described as follows:

Commencing at a 1965 B.L.M. Brass Cap Monument at the Northeast corner of Section 32;

thence South 00° 20' 29" East (Basis of Bearings), a distance of 774.90 feet (Record 774.45 feet) to a found and accepted ½ inch rebar at the TRUE POINT OF BEGINNING from which a found 1965 B.L.M. Brass Cap at the East quarter corner of Section 32 lies South 00° 18' 01" East, a distance of 1872.63 feet;

thence South 00° 18' 01" East, a distance of 102.10 feet to a set 5/8 inch rebar with plastic cap stamped "SEC RLS 13015";

thence South 89° 57' 11" West, a distance of 619.43 feet to a set 5/8 inch rebar with a plastic cap stamped "SEC RLS 13015';

thence North 00° 17' 28" West, a distance of 102.10 feet to a found and accepted ½ inch rebar;

thence North 89° 57' 12" East, a distance of 619.42 feet (Record 618.74 feet) to the TRUE POINT OF BEGINNING.

Parcel 2:

A parcel of ground lying in Section 32, Township 21 North, Range 7 East, Gila & Salt River Base and Meridian, Coconino County, Arizona, described as follows:

COMMENCING at a found 1965 B.L.M. Brass Cap Monument at the Northeast corner of Section 32, and the Northwest corner of Section 33, from which a found 1965 B.L.M. Brass Cap Monument at the North quarter corner of Section 33 bears North 89° 44' 00" East (Record per B.L.M., plat and Basis of Bearings for this description);

thence along the North line of Section 32, South 89° 56' 58" West, a distance of 618.74 feet to the TRUE POINT OF BEGINNING from which a found 1965 B.L.M. Brass Cap Monument at the North quarter corner section of Section 32, bears South 89° 56' 58" West, a distance of 2024.11 feet and also from which a found ½ inch rebar bears South 01° 29' 55" East, a distance 5.88 feet;

thence leaving said North line South 00° 17' 28" East, a distance of 338.00 feet from which, a found ½ inch rebar bears South 00° 17' 28" East, a distance of 436.86 feet;

thence South 61°18' 42" West, a distance of 351.78 feet;

thence north 00° 17' 28" West, a distance of 506.60 feet to the North line of Section 32;

thence along said North line, North 89° 56' 58" East, a distance of 309.45 feet to the TRUE POINT OF BEGINNING.

AURA

Zoning Map Amendment Application Narrative
Case No. PZ-17-00218-02

West of the Southwest Corner of High Country Trail and Lake Mary Road

Approximately 16.111 acres
APNs: 11205001W, 1120511, 11205007B, and a portion of 11209001E

1st Submittal: December 26, 2018
2nd Submittal: February 21, 2019
3rd Submittal: March 21, 2019
4th Submittal: May 1, 2019
5th Submittal: May 13, 2019

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Zoning Map Amendment Narrative Report

A request for MR Zoning to allow Multi-family Uses
Approximately 16.111 Acres
Located West of the Southwest Corner of High Country Trail and Lake Mary Road

A. Property Location & Background

The subject property (the "Property") is approximately 16.111 acres comprised of four parcels located west of the corner of High Country Trail and Lake Mary Road, Flagstaff, Arizona, as depicted in Figures 3 and 4 below. The Property includes the parcels identified as APNs 11205001W, 1120511, 11205007B, and a portion of 11209001E. The Property is a portion of the Auza Family Ranch, historically used for livestock herding between Arizona, Colorado, and California, starting in the years before Flagstaff was incorporated. The Auza family has one of the longest standing independent sheep ranching operations in the western United States. The Auzas purchased the property prior to Arizona's statehood, and although their homestead sits on the property, they no longer use the parcels in this application for ranching activities. Historic aerials at Figures 5 and 6 below depict the homestead and how the area has been developed around the Property in 1980 and 1997. It was not until after 1997 that the adjacent neighborhoods began to develop.

The Auzas maintain the homestead north of High Country Trail as a home for family gatherings to commemorate their legacy as sheepherders in Arizona. The Auza family began sheepherding in Arizona shortly after the turn of the 20th Century. Frank Auza Sr., a second-generation Arizona sheepherder born in Spain, grew up on the Auza family homestead in Flagstaff. He was the founder of Auza Sheep Company, now known as the Martin Auza Sheep Co., and a lifetime member of the Sheriff's Posse in Flagstaff.

The Auzas continue sheepherding operations in Yuma and Williams, Arizona. For the summer months, they move ewes from Yuma to Williams to graze in the mountains on flowers, brush and mountain grasses. In the fall, the ewes are moved back to Yuma to start the cycle over again.



Figure 1 – Copyright: Arizona Historical Society/Flagstaff, Frank Auza Collection, 1927-1948. Firebranding sheep at Frank Auza's sheep ranch, 1936.



Figure 2 – Source: wherefoodcomesfrom.com. Sheep grazing on the Auza family homestead



Figure 3 - 2018 Aerial Map of Auza Homestead

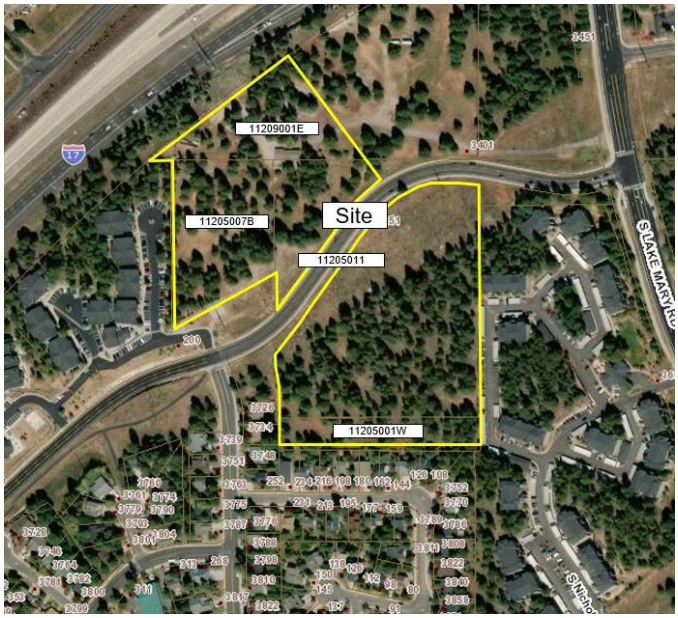


Figure 4 - 2018 Aerial Map of Auza Homestead



Figure 5 - 1980 Historic Aerial Map of Auza Homestead

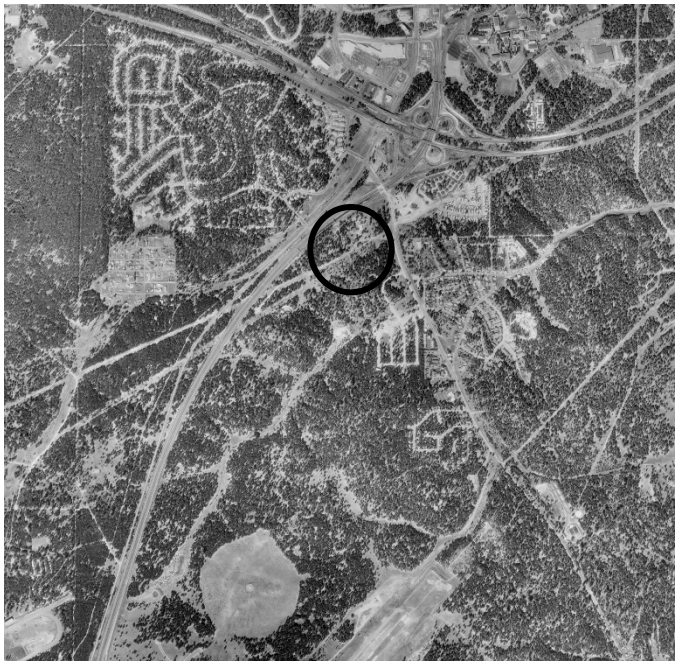


Figure 6 - 1997 Historic Aerial Map of Auza Homestead

Part of the sheepherding journey between northern and southern Arizona includes the crossing of the Verde River. In 1943, Frank Auza helped construct a suspension bridge, known as the Verde River Sheep Bridge, which was crossed by 12,000 sheep, four times per year over the span of 44 years. The bridge was placed on the National Register of Historic Places in 1978 before it was closed in 1987. In 1989, the U.S. Forest Service constructed a replica bridge for use by hikers; the west suspension tower remains today. The U.S. Forest Service has continued to document the sheepherding history in Arizona by recording aborglyphs carved in Aspen trees throughout northern Arizona, by members of the Auza family, among others, dating as far back as the 1880s (source: Washington Post. Tree Carvings in Northern Arizona Have Many Stories to Tell. April 22, 2000)



Figure 7 – Source: Library of Congress. Frank Auza at Verde River Suspension Bridge



Figure 8 – Source: bridgemeister.com. Replica suspension bridge at Verde River.



Figure 9 – Source: USDA website. Aspen carving by sheepherder.

Frank Auza's children, grandchildren and great grandchildren continue to operate the family sheepherding business and keep their family legacy alive on their homestead in Flagstaff – the land directly north of the proposed development site.

B. Purpose of Request

The owner of the Property, Auza Flagstaff, LLC, the Auza family (the "Owner"), and the developer of the Property, Trinsic Acquisition Company LLC (the "Applicant") request to rezone the Property from Estate Residential (ER) and Rural Residential (RR) to Medium Density Residential (MR) to permit the development of a high-quality market rate multi-family residential community. The historic taking of the Auza Family Ranch land has limited development options on the Property; those takings include the construction of Interstate 17 at the north end of the Property and, particularly, the bisection of the Property by High Country Trail and an electrical utility easement for the high voltage transmission lines along the south side of High Country Trail. Despite these development limitations, the Applicant and the Owner have worked diligently to create a development plan that meets the Zoning Code requirements for the MR zoning district and Resource Protection overlay and, most importantly, is sensitive to and compatible with adjacent uses. This proposal also includes affordable housing units to help the City of Flagstaff narrow the housing deficit for households that cannot afford market-priced rental or for-sale housing.

Changes imposed on the site through land takings have impacted the Property for many years. These include the following:

1. The construction of Highway 89A, now Interstate 17, in the middle of the 20th Century, across the northern portion of the Auza Homestead.

2. The 80-foot wide electrical easement traversing the entire site from east to west no later than 1962.

3. The construction of High Country Trail, bisecting the Property, between 1997 and 2002 to support the development of Ponderosa Trails community, followed by the Summit community and Timber Trails.

These changes to the Auza Homestead have placed restrictions on the property that have significantly limited development options available to the Auzas on their overall site. The proposed development provides an option that allows the Auzas to maintain their primary homestead land, despite the land takings over the years. This proposal comes with additional impacts on the Auza Homestead – agreement to place a resource protection easement on the Auza's land on the north side of High Country Trail. Granting of this easement in favor of Flagstaff comes with the compromise to allow clustered development on the Auza's land on the south side of High Country Trail. The easement on the last piece of land owned by the Auzas, a family important to Flagstaff's history, will benefit the community by preserving the history of and resources on the Property and as a result, much needed market rate and affordable housing will be constructed to fulfill a need in the community.

C. Description of Proposal

This zoning map amendment application includes a proposal to retain the single-family residence to the north of High Country Trail, the Auza Family Ranch home, and to develop multi-family residences on the south side of the High Country Trial, as depicted in the Site Plan included with this application.

Trinsic develops high quality, amenity rich multi-family residential properties. Their custom design approach to each residential community is site specific and driven by natural features and local architectural character. Trinsic uses "best in class" planning and construction practices, emphasizing high-end finishes, distinctive design elements and a full complement of amenities. Trinsic's team, which has well over 50 years of combined experience in the industry, has developed numerous communities in the southwest and northwest areas of the country.

The proposed multi-family community, branded as Aura Flagstaff, will be highly amenitized and offer larger units than most other multi-family communities. The proposed residential community has been designed to preserve open space and trees wherever possible by providing garage parking under a majority of the buildings and clustering buildings together throughout the site. The proposed site plan takes into consideration, the 7% average slope of the Property south of High Country Trail. There are approximately 5 acres of the Property that are within a utility easement adjacent to High Country Trail that will remain undeveloped but will contain civic and common open space amenities and landscaping. This application includes a Natural Resources Survey and Protection Plan and the Applicant intends to develop within the limitations of the Plan to meet the City's Zoning Code provisions. A Materials Management Plan is included with this application to clearly outline solid waste and recycling to be provided on site. The Applicant is an

industry leader in promoting waste diversion programs at each of its communities, where in most jurisdictions, providing recycling for multi-family uses is not a requirement.

The development proposal includes one, two and three story buildings, and a mix of 51% one-bedroom, 45% two-bedroom, and 4% three-bedroom units. The proposed 173 multi-family units and amenity/office building total 220,331 square feet; 11.716% lot coverage. A substantial amount of open space is being provided on the Property, well in excess of Zoning Code requirements. The open space area for the Property totals approximately 619,000 square feet and 88% of the site. The common open space, available to multi-family residential tenants, is provided exclusively south of High Country Trail and totals 119,965 square feet; 17% of the Property, of which only 105,269 square feet is required. Additionally, the civic open space provided is 35,090 square feet and 5% of the Property, located directly adjacent to High Country Trail. The development has been designed to protect the privacy of adjacent parcels by locating the two-story carriage units along the east portion of the south property line. The carriage units include a garage on the first floor and the residential unit on the second floor, which only have clerestory windows set at 7-feet, preventing views from the units into the yards of the adjacent residential homes.

The site plan includes 18 units that qualify as Category 1 of the City of Flagstaff Affordability Program. The density for the project was calculated using a 20% density bonus based on the inclusion of these units, which is just over 10% of the total number of units. The inclusion of affordable housing results in a density bonus of 29 units for the development.

The building minimum setback proposed from the north property line is 135-feet; 15-feet from the south property line and 26-feet from the east property line, adjacent to the carriage units; approximately 116-feet at the south property line, at the southwest corner of the site; and 15-feet from the west property line, adjacent to the westernmost carriage units, which meets or exceeds Zoning Code requirements. The site plan includes a 25,468 square foot common open space preserve area at the southwest corner of the site, providing a large buffer between the proposed community and the adjacent residences to the south and west. This update to the site plan eliminates carriage units adjacent to six single family residential parcels to the south and west.

The site is buffered by mature pine trees and a setback from High Country Trail of 135- to 213-feet. This proposal should not have any detrimental impact on neighboring properties as Zoning Code provisions for setbacks will be met, with buildings lower than permitted adjacent to property lines, and a substantial number of pine trees will be preserved throughout the Property. Additionally, the tree required resources on the approximate 7.11 acres north of High Country Trail will be protected with a Resource Protection Easement.

The proposed site plan has been designed to meet, and in some areas, exceed, the MR Zoning District development standards to provide additional buffering.

DEVELOPMENT STANDARDS – REQUIRED/PROVIDED

Standard	MR Zoning District Standard	Proposed with Development Plan
Setback		
Front (min.)	10 feet – 2nd Floor and Below 15 feet – Above 2nd Floor	135 feet
Side Yard (min.)	5 feet	17 feet
Rear Yard (min.)	15 feet	15 feet
Height (max.)	35 feet 40 feet with a 6:12 pitched roof	40 feet with a 6:12 pitched roof
Coverage (max.)	40%	11.716%
Density: Gross (units/acre)	9	9 (with affordable housing incentive)
Lot Area – Gross (min.)	6,000 square feet	701,795 square feet
Lot Width – Interior (min.)	50 feet	619 feet 5 inches
Parking Spaces	292 total spaces required	212 surface 84 private garage spaces 296 total spaces provided
Open Space (% of Gross Lot Area)	Civic (5%): .805 Acres / 35,090 square feet Common (15%): 2.416 Acres / 105,269 square feet	Civic (5%): .805 Acres / 35,090 square feet Common (17%): 2.754 Acres / 119,965 square feet

D. Relationship of Property to Surrounding Area

The Property is west of Lake Mary Road, bisected by High Country Trail and just south of Interstate 17. The Property is adjacent to a multi-family use and undeveloped commercial land to the east; single family residential uses to the south; and multi-family and single-family residential uses to the west. The zoning in the area is shown on the Zoning Context exhibit included with this application.

The adjacent property zoning is as follows:

North: Interstate 17 and Rural Residential (RR)
East: High Density Residential (HR), Highway Commercial (HC), Rural Residential (RR)
South: Single Family Residential (R1)
West: Single Family Residential (R1) and Medium Density Residential (MR)

The Regional Plan map designation for the Property is Suburban – Existing. The proposed development is consistent with the Regional Plan Suburban Neighborhood Characteristics for open space, density range, natural resources and type of residential. As designed, Aura Flagstaff is compatible with the surrounding neighborhoods, which consist of other high-density, medium-density and single-family residential developments, and commercially zoned property.

E. Community Outreach

The Applicant has conducted extensive outreach to the community throughout the city's application process over the last 18-months which has resulted in changes to the development plan for the site. The following provides an overview of the outreach and development plan submittals completed to meet the needs and expectations of the community and the city.

Type	Date
Voluntary letter sent to neighborhood informing them of proposed development	1/16/2018
Individual meetings with homeowners on Goldrush Trail	2/5/2018
Concept Submittal 1 to the City	2/6/2018
Additional meetings with homeowners on Goldrush Trail	2/22/2018
Concept Submittal 2	5/3/2018
Completion of Cultural Resource Report	5/24/2018
Concept Submittal 3 – included reduction from 197 to 173 units to increase open space	6/28/2018
Preparation of Traffic Impact Statement for proposed development for formal site plan submittal	6/29/2018
Formal Site Plan Submittal	8/20/2018
Hold first formal neighborhood meeting for larger surrounding community	10/18/2018
Attend & discuss proposed development at Ponderosa Trails Annual HOA Meeting	10/24/2018

Site Plan Submission 2	12/13/2018
Formal Rezoning Application Submittal	12/26/2018
Attend and preset to Ponderosa Trails HOA Board solutions to items previously raised by community including improved line of site from adjacent properties by lowering buildings through site grading, reduction in density, increase in open space, and driveway realignments to improve safety of driveways.	1/17/2019
Site Plan Submission 3	1/24/2019
Site Plan Submission 4	2/21/2019
Hold second neighborhood meeting for larger community with staff's approval	3/4/2019
Site Plan Submission 5	3/14/2019

F. Regional Plan Analysis

The Regional Plan map designation for the Property is Suburban – Existing. The proposed development is consistent with the Regional Plan Suburban Neighborhood Characteristics for open space, density range (up to 13 units per acre), natural resources and type of residential. As designed, Aura Flagstaff is compatible with the surrounding neighborhoods, which consist of high-density, medium-density and single-family residential developments and commercially zoned property.

The Regional Plan's existing Land Supply Analysis states that "[o]nly 12 percent of the land in the planning area is privately held. Given this small amount of land, determining how to encourage development patterns that fulfill the community vision (Regional Plan) is a significant task." This proposal for multi-family development is on 16.111 acres of privately held land and has been designed to support the goals and objectives of the community vision for Flagstaff.

The Land Supply Analysis of the Regional Plan also evaluates vacant land within city limits that is available for development based on current zoning. The Regional Plan then projects demand by land use under the current zoning for 2010-2020 and 2030-2050. Within city limits, the projected demand for multi-family development is a total of 225 acres by 2050, and under this land use, the Plan identifies a deficit of 46 acres of available land to be developed. The proposed project fulfills 16 acres of this deficit.

Growth is limited in Flagstaff not only by geography and land ownership, but by design, through careful City planning over the last 25 years. As such, the City has adopted a policy of promoting "compact development" that is focused on the areas within the City's boundaries to prevent sprawl and encourage smart planning. The proposed development is respectful of Flagstaff's scale, character, and design traditions and achieves many of the tenets of compact development including: connected access for pedestrians, bicyclists, and transit; medium densities in appropriate contexts; provision of a range housing options including multi-family

housing options with shared amenities; and support of open space goals. While the city center is often a focus of compact development, the Regional Plan contemplates suburban development as appropriate in areas outside the city center as follows:

> *Support for the concept of more compact growth does not, and has not, precluded new suburban development from occurring away from the center of the City, such as the Ponderosa Trails subdivision.*

Rezoning the Property to permit the development of the proposed multi-family residential development, with affordable units, contributes to the Environmental Planning and Conservation, Water Resources, Energy, Community Character, Land Use, Transportation Neighborhoods, Housing, & Urban Conservation goals and policies of the Regional Plan as discussed below.

Goal E&C.6. Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.

- *Policy E&C.6.8. Disturbed areas for improvements and landscaping for new developments shall emphasize the use of native, drought-tolerant or edible species appropriate to the area.*

  All plants selected for the proposed palette are native or naturalized based on Section 3.030: City of Flagstaff Landscape Plant List. Additionally, most of the plants have low water needs based on the same section, with none of the plants requiring high water needs.

- *Policy E&C.9.2. Construction projects employ strategies to minimize disturbed area, soil compaction, soil erosion, and destruction of vegetation.*

  Developing a project that is at or under the permitted building height is particularly challenging for the Property, given the slope of the site and the city's definition of building height. Buildings that step down with the slope are best suited to meet building height requirements under city's definition. However, to design a building that steps down with the slope also poses significant challenges in meeting ADA requirements for building access. As a result, the proposed building layout and orientation was selected to provide a balance between the gradation of the site in specific areas and to minimize site cuts necessary to bring the buildings down to meet the city's height requirements. Without site cuts or stepping the buildings, the maximum permitted building heights could never be constructed. The applicant chose to design the buildings with a single grade floor plate to further reduce building heights in certain areas of the site and eliminate ADA access conflicts. There are however, over five-acres of land that will remain undisturbed and just over 50% of the tree points existing today will be preserved. This includes a 25,468 square foot area at the southwest corner of the site and 5.1 acres north of High Country Trail.

  Furthermore, following construction, the plans call for lawn and/or a native grass/wildflower seed mix on all slopes around the retention basin to aid in slope stabilization and limit soil erosion.

Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.

- *Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.*

  A Water and Sewer Impact Analysis has been completed by the city of Flagstaff for this site in response to an application made and paid for by the Applicant. The city concluded that services will be provided to the site. Given that it is within the Urban Growth Area, the water and sewer utilities needed to serve the site meet this policy.

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

- *Policy WR.5.5. Give preference to regional detention facilities that are designed in conjunction with smaller low-impact development features, rather than numerous smaller dispersed basins. Encourage regional detention basins to incorporate natural watershed characteristics as well as offering recreational components.*

  For efficiency in site design, the on-site retention has been located within the 80-foot electrical utility easement that runs across the entire width of the property along High Country Trail given restrictions APS has on structures and landscaping within easements. APS prohibits structures from being erected within the easement area and limits landscaping that can be planted. The retention basin, located just south of High Country Trail and north of the proposed buildings, is 30,759 square feet, and will be open to the public for recreational activities as desired. Landscaping in the existing 80-foot wide electrical utility easement that runs the length of the retention easement is restricted to turf only, which will be provided for use by the public. Additionally, two benches will be placed within the retention area, one at each end of the basin, for use by the public. While the retention area is not a natural watershed element, constraints and limitations under the APS easement requiring maximum slopes and large vehicle access have led to the design that will comply with APS regulations and provide easy access to an area for recreation during a portion of the year. The areas provided for APS large vehicle access are adjacent to the FUTS and have a slope of 1:10, which provides access to pedestrians into the retention area given the steeper 1:3 slope in most other areas of the basin which is necessary to meet the city's retention requirements, therefore limiting access from certain areas. The APS restrictions on landscaping in the retention area and the steep slope in certain areas of the basin reduce the usefulness of the basin for recreational purposes, but nonetheless, efforts have been made by the Applicant to provide areas for recreational use by the public.

Goal E.1. Increase energy efficiency

- *Policy E.1.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.*

  The Applicant incorporates sustainability features in all of their projects they develop. This project will include many design features that help increase energy efficiency.

  - Low E insulated glass
  - High efficiency HVAC – 15 SEER units
  - LED lighting throughout
  - Low voltage LED landscape lighting
  - Recycle program for residents and office/common areas
  - Low flow water fixtures
  - Energy Star appliances
  - Individual unit water meters to track usage
  - Energy efficient pool pump and filtration equipment
  - Unit separation assemblies with STC 55 or greater for enhanced sound separation and energy retention
  - An irrigation design that employs low flow drip irrigation to maximize efficiency, and a smart controller with weather sensing technology

Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment.

- *Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.*

  The natural resources plan (the "Plan") for the project outlines 50.44% of trees to be retained, exceeding the minimum requirement. A portion of those trees are along the north side of High Country Trail, preserving views from the street., with additional new trees being planted along the south side of High Country Trail and throughout the multi-family project. A significant open space area at the southwest corner of the site will also preserve tree resources, adjacent to single-family residential to the south, in addition to those preserved throughout the site, as depicted on the Plan.

Goal CC.3. Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.

- *Policy CC.3.2. Maintain and enhance existing buildings and blend well-designed new buildings into existing neighborhoods.*

  The architectural design for Aura Flagstaff was developed to be site specific and complement traditional design characteristics associated with Flagstaff. The design is appropriate for the region and climate, and consistent with surrounding developments.

Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.

- *Policy CC.4.1. Design streetscapes to be context sensitive and transportation systems to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs.*

  The existing sidewalk at back of curb, along the south side of High Country Trail will be replaced with a FUTS trail that meanders adjacent to the project. The FUTS trail will be setback from 5- to 7-feet from the property line, providing a larger buffer between the street and pedestrians. This setback provides greater safety for pedestrians. The north side of High Country Trail will retain on site tree resources and preserve the streetscape as it exists. The setback along the south, adjacent to the multi-family development is appropriate for the land use given the existence of an 80-foot electric utility easement and is sensitive to the surrounding uses and topography. Additionally, the design of both driveways city and AASHTO guidelines, accounting for the curvature of High Country Trail to maintaining traffic safety.

- *Policy CC.4.4. Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.*

  The site design is constrained by an existing 80-foot electric utility easement along the south side of High Country Trail. This condition limits where the buildings can be located and their connectivity with the street. The site design is further complicated by a U.S. Department of Housing and Urban Development Department ("HUD") requirement which restricts buildings from being located within the fall radius of the utility poles erected on site. Absent the utility easement and infrastructure, the Aura Flagstaff setbacks from the street are consistent with the Medium-Density Residential development to the immediate west. The site design provides clear pedestrian paths between each of the buildings and to the FUTS trail along High Country Trail. To help balance the impacts of the large utility easement, the retention area directly south of the FUTS trail will be open to the public, provide a turf area for recreation and benches for respite. .

Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete, and connected places.

- *Policy LU.1.3. Promote reinvestment at the neighborhood scale to include infill of vacant parcels, redevelopment of underutilized properties, aesthetic improvements to public spaces, remodeling of existing buildings and streetscapes, maintaining selected appropriate open space, and programs for the benefit and improvement of the local residents.*

  The proposed development is on a vacant infill parcel that currently provides no public benefit to the established neighborhoods adjacent to the site. The development of this infill parcel with civic open space and pedestrian amenities, including the extension of the FUTS path from the west along the south side of High Country Trail. Further, the extension of the FUTS path, as a part of the Flagstaff pedestrian and bicycle network, will provide safer connectivity to employment and

services accessible from the Mountain Line bus stop at the intersection of High Country Trail and Lake Mary Road.

- *Policy LU.1.11. Ensure that there is collaboration between a developer, residents, and property owners in existing neighborhoods where redevelopment and reinvestment is proposed so that they are included, engaged, and informed.*

  During the zoning map amendment process, the Applicant will engage residents and property owners through public notices for hearings and neighborhood meetings. Information will be provided and input received from neighbors and neighborhood groups and incorporated into the project design. A citizen participation plan, prepared as part of the application, outlines the specific details of these efforts.

Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.

- *Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.*

  The proposed project is within the Urban Growth Boundary and serviceable with existing city utilities and road infrastructure.

Goal LU.6. Provide for a mix of land uses.

- *Policy LU.6.4. Provide appropriate recreational and cultural amenities to meet the needs of residents.*

  The proposed development will construct the planned extension of the FUTS path from the west along the south side of High Country Trail toward Lake Mary Road. This extension will construct a portion of the planned pedestrian and bicycle network in Flagstaff.

Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.

- *Policy LU.13.4. Plan suburban development to include a variety of housing options.*

  The area surrounding the Property has been developed with a variety of housing options including high-density, medium-density and single-family residential. Aura Flagstaff will provide additional medium-density market rate and affordable housing options. The limitations of the Urban Growth Area and the need for compact development support this proposal for additional medium density residential development in this area.

- *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 neighborhoods.*

  The FUTS trail that exists to the west of the proposed development is planned to be extended east to connect the established neighborhoods west of Lake Mary Road to the intersection at High Country Trail, where pedestrians and bicycles are able to access employment and services with public transit The proposed development includes the construction of the FUTS trail extension for the width of the property along the south side of High Country Trail.

Goal T.1. Improve mobility and access throughout the region.

- *Policy T.1.6. Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic.*

  The proposed development will place residents within walking distance of two bus routes and a FUTS path. These pedestrian connections help promote the use of public transportation and bicycling.

Goal T.2. Improve transportation safety and efficiency for all modes.

- *Policy T.2.1. Design infrastructure to provide safe and efficient movement of vehicles, pedestrians, bicycles, and pedestrians.*

  The site design provides clear pedestrian paths between each of the buildings and to the FUTS trail along High Country Trail. Pedestrian pathways will be striped where there are no sidewalks across parking drive aisles to provide clearly marked and safe crossing areas for pedestrians and to alert vehicles to the potential presence of pedestrians crossing. Many sidewalks are provided between buildings and leading to the clubhouse and leasing area which are isolated from drive aisles and parking areas.

Goal T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.

- *Policy T.5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.*

  The existing sidewalks on the north and south sides of High Country Trail, along with the new FUTS path that will constructed to extend the width of the Property, are accessible from the proposed development and adjacent neighborhoods. This pedestrian infrastructure provides safe, accessible paths from Lake Mary Road into the neighborhood.

Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.

- *Policy T.6.2. Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.*

  As discussed above, the proposed development will extend the FUTS trail as identified by the Flagstaff Urban Trails System map. This extension will bring the "High Country Trail" closer to full connectivity between the "Bow and Arrow Trail" to the east and the "Ponderosa Trail" to the west. The "Ponderosa Trail" leads to recreational trails at Fort Tuthill. The "Bow and Arrow Trail" connects to other trails that lead to Northern Arizona University.

Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.

- *Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.*

  The units proposed for affordable housing will permanently serve residents earning 80% of the area median income or less. For a single individual, that annual income limit is $39,200.

  Flagstaff Housing staff identified one-bedroom units for the proposed development to help fill a need in the community. There is a great demand for affordable rental housing in Flagstaff. When included in a development with market rate units, affordable housing units become a possibility with the current costs of development and demand for developable land in Flagstaff.

- *Policy NH.6.1. Promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods. When planning for redevelopment, the needs of existing residents should be addressed as early as possible in the development process.*

  The MR zoning district was chosen instead of HR in the effort to blend new and existing buildings. The allowable building height of 35' is appropriate given the existing multi-family structures and allowable heights to the south. The Applicant will conduct neighborhood meeting(s) to introduce the approved site plan and architectural renderings of their proposed multi-family project. When both parties arrive at a final design, the developer will present the plan to Council at a public hearing.

The project conflicts with the following Goal and Policy.

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

- *Policy E.2.4. Encourage small-scale renewable energy production and use on the local level on appropriate residential, commercial, and industrial parcels.*

  The client has incorporated small-scale renewable energy production into prior projects and continues to assess projects on a case by case basis. This project was assessed by the client as an opportunity to include small-scale energy production. There are a number of restrictions on this development that make the introduction of solar difficult if not impossible. Building height is limited from both natural and finished grade, which has been a challenge to maintain for both compliance with the City of Flagstaff and addressing concerns from the surrounding neighborhood. Roof

mounted solar arrays would violate the building height envelop. Furthermore, the required preservation of trees limits the opportunity for ground mounted solar arrays in undisturbed areas. Finally, the APS easement occupying approximately 2.5 acres on the south end of High Country Trail prohibits vertical improvement in an area that could otherwise be considered for renewable energy production. The applicant sees great value in meeting the policies and goals outlined by the Regional Plan and has made an effort to incorporate this policy but is unable to provide renewable energy for this project at this time. The Applicant will revisit and consider retrofitting the site to meet this policy after construction if the cost benefit analysis is improved at a later date.

G. Location, Accessibility & Site Circulation

As noted above, the Property is located west of the southwest corner of Lake Mary Road, a minor arterial, and High Country Trail, a major collector. A northbound Interstate 17 off ramp is located to the northeast of the Property. Access to the Property is solely from High Country Trail, along the north boundary of the proposed multi-family development.

The anticipated traffic pattern would be to the east to access Lake Mary Road and the rest of the Flagstaff roadway network. There would be a limited number of westbound vehicles given the termination of High Country Trail/Pulliam Drive at the airport. Access to the property will be from two 30-foot driveway entrances on High Country Trail, the main entrance approximately 124-feet from the western property line and the secondary entrance approximately 199-feet from the eastern property line. There is no vehicular access to the Property from its west, north or east sides. The main community entrance is aligned with the rental office and community amenity area. The main drive aisle serving the community will circulate around a majority of the residential units with additional individual drive aisles serving each building. Surface parking is provided for residents and guests throughout the site, and private garage parking will be located under many of the buildings for some units.

The Applicant has worked with a registered traffic engineer to prepare a traffic statement ("TIS") for the proposed project which has been submitted to the city. The TIS concludes the following:

- "The results of the intersection capacity analysis for the study intersection [at Lake Mary Road and High Country Trial] and the driveways revealed little change from the existing conditions with the addition of the site traffic. The level of service degrades in the overall approach at the signalized intersection of lake Mary Road and High Country Trail, but the roadway and intersection should continue to operate at a [level of service] B or better; therefore, no mitigation measures are warranted or recommended.

- Since not more than four (4) right turns per hour are expected at either site driveway during either peak hour, per the City of Flagstaff's Engineering Design Standards Section 13-10-010 (Streets), eastbound right-turn lanes are not warranted on High Country Trail approaching either of the two proposed site accesses.

- Two of the existing three turn lanes at the intersection of Lake Mary Road and High Country Trail provide sufficient storage using the AASHTO method. The eastbound left turn movement from High Country Trail onto Lake Mary Road could require additional storage capacity. Drivers could

use the existing CTWLTL on the approach as additional storage. If the CTWLTL on High Country Trail is re-striped to extend the existing left turn lane, [the traffic engineer] recommends that it not be striped to provide more than 300 feet of storage, a typical maximum turn lane length.

- Sufficient sight distances to and from [the west driveway] appear to be available. However, due to the horizontal curvature of High Country Trail, to assure adequate sight distance at [the east driveway] would require a sight triangle that may warrant extensive clearing and grading and, potentially, a retaining wall. A possible driveway location farther west within the limits of the curvature could provide sight distance with less earthwork. Please note that this is only a concept and that a final, engineered location should be established and adequate sight distances demonstrated to the satisfaction of City staff by the civil engineer.

- [The traffic engineer] recommends that sight visibility triangles at the site driveway be provided per AASHTO guidelines. In addition, within designated sight visibility triangles, landscaping should be maintained at a maximum of two (2) feet in height. Tree branches lower than seven (7) feet should be trimmed and maintained to meet current acceptable landscape requirements."

The Applicant and its traffic engineer will work with the city to design and implement the recommendations in the TIS and in a manner that meets City Codes and guidelines. To address the traffic engineer's conclusion regarding required sight visibility triangles to meet AASHTO guidelines, the eastern driveway was modified during the site plan review process and reviewed by city staff to ensure it meets standards.

The Property is ideally located for the proposed residential development given the proximity to Northern Arizona University and other Flagstaff employers. Additionally, the eastern driveway is approximately 600 feet from the Mountain Line Route 4 and 14 bus stops at Lake Mary Road and High Country Trail, providing convenient access to public transportation for community residents.

H. Analysis of Public Good

As proposed, Aura Flagstaff helps achieve many of the Regional Plan's goals and policies. The proposed development provides additional market rate and affordable rental housing on a long vacant infill parcel that will add civic open space and extend the FUTS network. Aura Flagstaff will also participate in the City of Flagstaff Crime Free Multi-Housing Program which will be implemented at the time of construction, by working with the Police Department to train community management and ensure best practices for crime free housing are standard protocol for the management and operation of the Property. Additionally, the resource protection easement to be placed on the acreage north if High Country Trail, ensures the historical significance of the Auza family homestead and its natural resources are preserved on land that could otherwise be redeveloped and the tree resources and open space diminished along this portion of High Country Trail. Aura Flagstaff enhances the public good, and does not threaten public health, safety, or convenience in a major way.

I. Public Utilities Analysis

There is no existing infrastructure for water and sewer on-site. The on-site sewer and water will be designed and built for this Project. The Water and Sewer Impact Analysis, completed by the City on June 1, 2018, indicates adequate Fire Hydrant pressure and sewer system capacity for the proposed infrastructure. No off-site infrastructure improvements other than to serve the intent of this Site Plan are required of this development. All proposed infrastructure will be constructed to City of Flagstaff and A.D.E.Q. Standards. Dry utilities will utilize the City Trench Engineering Detail 09-01-032.

J. Community Benefit

This proposal includes the extension of the FUTS trail from the west, the addition of civic open space along the south side of High Country Trail and 18 permanent affordable residential units to benefit the Flagstaff area. While a majority of the residential units under this proposal will be market rate, 10% will be affordable to those at or below 80% of the area median income (AMI), which the local housing market is not offering currently. The Applicant has worked with City staff to identify the greatest need in the community for the type of affordable units. City staff has identified the following types of units for Aura Flagstaff to help fill a void in the community and serve the public.

Unit Mix

Unit Size	Designated for Program	Total in Project
One bedroom	9	88
Two bedroom	8	78
Three bedroom	1	7

The addition of the Aura Flagstaff affordable units will help fulfill the much needed permanent affordable housing needs of families and individuals in Flagstaff.

Further, this project is a part of the U.S. Department of Housing and Urban Development ("HUD") 221d4 program which is a loan program for multi-family developments that targets projects with rental units to serve mid-income tenants. A project under this program must be located in an area that is shown to have excess demand for housing to be approved. HUD has completed research on the Flagstaff market and the rental housing demand, which as of 2016, when the latest report was published, had not been met. The developer of this project has been required to produce their own market analysis to clearly demonstrate the need for the proposed development to be qualified for this HUD funding program. This project clearly demonstrates the benefit to the community through new housing options identified by the Federal Government as necessary.

K. Conclusion

This proposal brings a quality project to Flagstaff that provides amenities to the public, and most importantly, helps meet the ongoing critical housing needs of the greater community. The application is consistent with the goals and policies of the Regional Plan and addresses the need for additional market rate and affordable rental housing units identified by the city and HUD. The Applicant requests approval of this zoning amendment application. This rezoning will allow a reasonable opportunity to develop the Property for its highest and best use.

CivTech

June 29, 2018

Mr. Tristan Charlesworth, Development Associate - Arizona
Trinsic Residential Group
4040 East Camelback Road, Suite 160
Phoenix, Arizona 85018

Registered Professional Engineer (Civil)
CERTIFICATE No.
16255
JOSEPH F.
SPADAFINO
Date Signed 6-29-18
ARIZONA U.S.A.
Expires 6/30/2019

RE: Traffic Impact Statement for Aura Apartments – Flagstaff, Arizona

Dear Mr. Charlesworth:

Thank you for choosing CivTech Inc. to prepare this Traffic Impact Statement for the proposed Aura Apartments located west of Lake Mary Road south of High Country Trail in Flagstaff, Arizona. The proposed site plan, which also shows the vicinity, is included as **Attachment A**.

This Traffic Impact Statement has been completed in accordance with the requirements of City of Flagstaff guidelines. This statement provides detailed trip generation calculations, an analysis of the impact of additional traffic on operation of the existing signalized intersection of Lake Mary Road and High Country Trail, a sight distance analysis of the proposed site driveways, and a turn-lane analysis at site access points. The study area includes the two (2) proposed site driveways, and the intersection of Lake Mary Road and High Country Trail.

BACKGROUND

The existing Auza homestead consists of four Coconino County Assessor parcels, one of which is divided in two by High Country Trail. (See **Figure 1**.) A change in zoning is being sought for the four parcels to allow a maximum of 174 dwelling units, consisting of the existing home and a 173-dwelling unit multi-family rental community. The existing home and homestead will remain north of High Country Trail. The new multi-family community will front the south side of the street. Access to the multi-family community will be provided by two (2) full movement access points along High Country Trail.



Figure 1 – Parcel Map

EXISTING CONDITIONS

This section provides information on the land uses and roadway network surrounding the proposed development.

SURROUNDING LAND USE

The Aura Apartments development is proposed for the south side of High Country Trail west of Lake Mary Road. The development site is approximately 9 acres. Overhead utility lines pass over the northern portion of the development site. While parking spaces are being shown beneath the utility lines, all apartment buildings will be constructed south of them.

Directly north of the homestead site that will remain is Interstate 17. To the northeast is state-owned land for Northern Arizona University (NAU), Interstate 40, and the NAU campus. Directly east of the site are The Lodge Luxury Apartments and Tablerock Apartments. South and west of the site are Ponderosa Trails, a community of single-family detached residences, and Timber Trails Apartments.

ROADWAY NETWORK

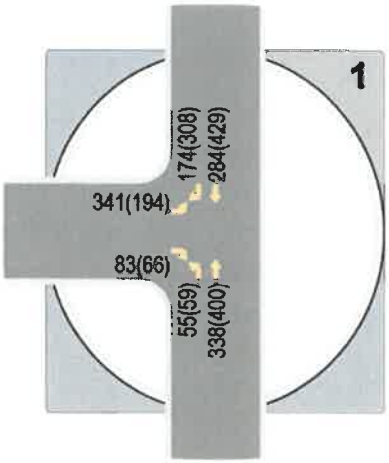
The existing roadway network in the vicinity of the development includes Lake Mary Road and High Country Trail.

Lake Mary Road functions as a north-south roadway within the vicinity of the site. Beginning in the north, West University Heights Drive becomes Lake Mary Road and continues south until it terminates at State Route 87 north of Payson. Lake Mary Road provides access to I-17 and State Route 89 along its route through the vicinity of the study area and to state Route 87 to the south. The City of Flagstaff classifies Lake Mary Road as a minor arterial roadway. The posted speed limit in the vicinity of the site is 45 mph.

High Country Trail functions as an east-west roadway in the vicinity of the proposed site. The roadway begins east at the intersection with Lake Mary Road and terminates to the south near Quartz Road where the pavements ends and is barricaded, but not before intersecting Pulliam Drive, which links High Country Trail to the Flagstaff Airport and I-17. The City of Flagstaff classifies High Country Trail as a major collector roadway. The posted speed limit within the vicinity of the site is 35 mph.

INTERSECTION CONFIGURATION

The intersection of ***Lake Mary Road and High Country Trail*** operates as a signalized "T" intersection with protected-permitted phasing in the northbound approach. The northbound approach consist of and exclusive left-turn lane, and one (1) through lane. The southbound approach consists of one (1) through lane, a shared through/right-turn lane and a bike lane. The eastbound approach consists of an exclusive left-turn lane, a bike lane, and a dedicated right-turn lane. CivTech conducted turning movement counts on Wednesday, May 23, 2018 from 7:00-9:00 AM and 4:00-6:00 PM at the intersection of Lake Mary Road and High Country Trail. The data sheets for the traffic counts are included as **Attachment B.** The peak hours determined from CivTech's counts are shown in **Figure 2.**



Lake Mary Rd. & High Country Trl.

Figure 2 – Existing AM (PM) Peak Hour Turning Movement Counts

PROPOSED DEVELOPMENT

The Aura Apartments will be a multi-family rental housing community of 173 dwelling units in two- and three-story buildings. The development will be located west of Lake Mary Road on the south side of High Country Trail. Access will be provided by two (2) full movement access points along High Country Trail. **Access A** is proposed approximately 515 feet (centerline to centerline along High Country Trail) west of Lake Mary Road. **Access B** is proposed approximately 1,125 feet (centerline to centerline along High Country Trail) west of Lake Mary Road or approximately 610 feet south of Access A.

TRIP GENERATION

The trips generated for this project are estimated using as a reference the latest (10th) edition of the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*. The manual provides trip generation data collected by various transportation professionals for a wide range of different land uses. The data summarized in the report includes average rates and equations that have been established correlating the relationship between an independent variable that describes the development size and trips generated for each categorized land use. The manual includes information for weekdays and for AM and PM peak hours. The AM peak hour is assumed to occur between 7:00-9:00 AM and the PM peak hour is between 4:00-6:00 PM.

The trip generation for the proposed 173-dwelling unit development is detailed in **Table 1.**

Table 1 – Trip Generation

Land Use	ITE Code	ITE Land Use Name	Quantity Units+	AM Distribution		PM Distribution	
				In	Out	In	Out
Multi-Story, Multi-Family	220	Apartments	173 DUs	23%	77%	63%	37%

Land Use	ADT		AM Peak Hour				PM Peak Hour			
	Avg. Rate*	Total	Avg. Rate*	In	Out	Total	Avg. Rate*	In	Out	Total
Multi-Story, Multi-Family	7.32	1,268	0.46	18	62	80	0.56	60	36	96

Notes: *All average rates were calculated by dividing total trips generated using regression equation by the number of dwelling units. (See below.)
+ KSF = 1,000 square feet; DUs = Dwelling Units

CALCULATIONS (Equations shown only where applicable)			
Land Use [Units]	*Daily*	*AM Peak Hour*	*PM Peak Hour*
Apartments [102 DUs]	$T_{Day} = 173 \times 7.56 - 40.86 = 1,268$	$Ln(T_{AM}) = Ln(173) \times 0.95 - 0.51 = 80$	$Ln(T_{PM}) = Ln(173) \times 0.89 - 0.02 = 96$

A review of the detailed trip generation in **Table 1** reveals that the proposed development could generate a total of 1,268 trips per day with 80 trips (18 in/62 out) generated during the AM peak hour and 96 trips (60 in/36 out) generated during the PM peak hour.

TRIP DISTRIBUTION AND ASSIGNMENT

As a residential development, peak hour trips can be expected to be comprised primarily of commuters traveling to and from employment areas. Most of the employment opportunity in the area is located in Flagstaff; therefore the trips assignment will be weighted heavily to and from Flagstaff. The trip directional distribution percentages to be applied to the site-generated trips are shown in **Table 2**. The percentages shown in **Table 2** were applied to the site trips generated in **Table 1** and these site trips assigned to the internal and external roadway network. Site generated peak hour turning movements and distribution percentages are depicted **Figure 3**.

Table 2 – Trip Distribution

Direction(s) (To/From)	Distribution Percentage
North via Lake Mary Road	85%
South via Lake Mary Road	5%
West via High Country Trail	10%
Total	**100%**

FUTURE TRAFFIC VOLUMES

The Flagstaff Metropolitan Planning Organization (FMPO) periodically publishes traffic volumes on-line. From reported 2013 and 2017 traffic volumes, CivTech calculated that an average annual growth rate (AAGR) on Lake Mary Road of 3.1 percent. On High Country Trail, the calculated AAGR was 0.8 percent. Therefore, CivTech applied a growth factor of 1.063 (=1.031^2), which represents the 3.1 percent rate—a factor of 1.031 per year—applied for two years, to the existing peak hour traffic turning movements at the intersection of Lake Mary Road and High Country Trail. The AAGR of 0.8 percent, a factor of 1.016 (=1.008^2), was applied to the volumes on High Country

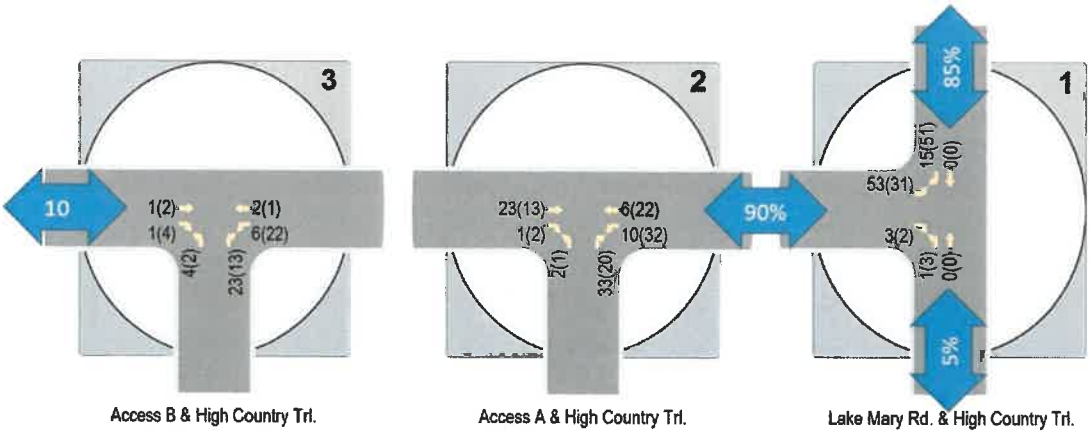


Figure 3 – Peak Hour Site Volumes with Trip Distribution Percentages

Trail for two years. Background growth rate calculations are included as **Attachment C.** The background (or without site) turning movement volumes are depicted in **Figure 4**.

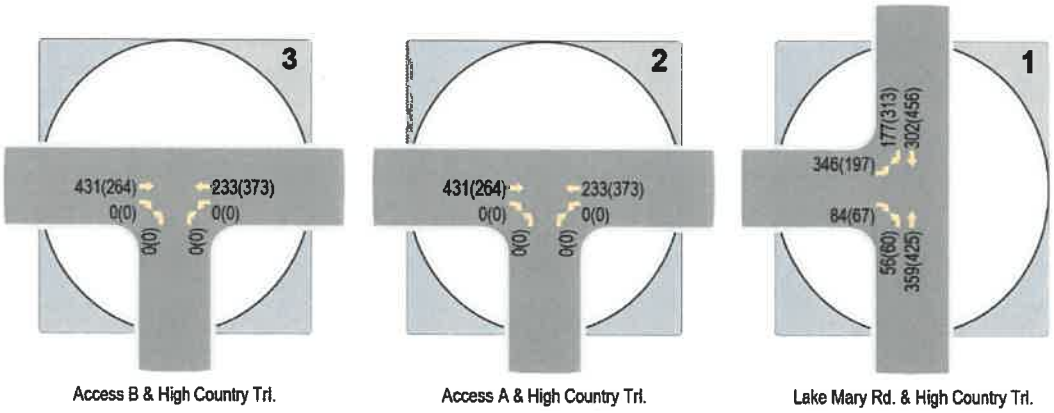


Figure 4 – 2020 Peak Hour Background Volumes

Total volumes were determined by adding the site traffic volumes in **Figure 3** to the 2020 background traffic volumes in **Figure 4.** Total volumes are depicted in **Figure 5.**

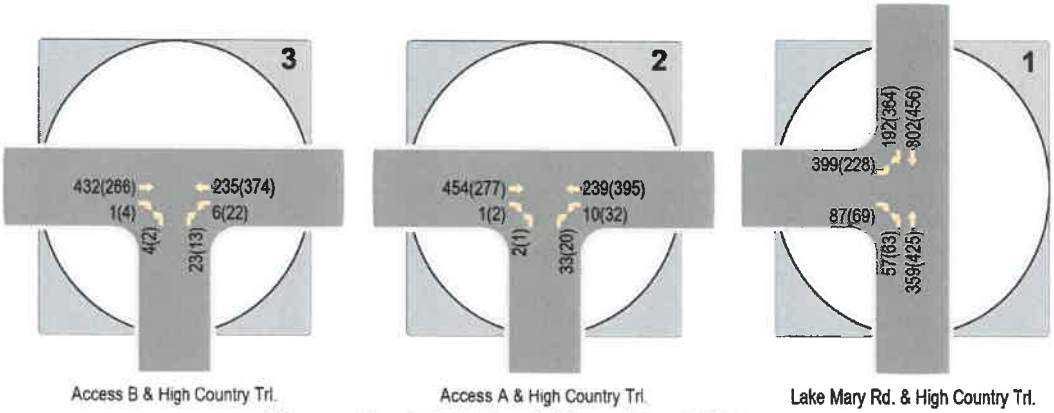


Figure 5 – 2020 Peak Hour Total Volumes

IMPROVEMENT AND MITIGATION ANALYSIS

CAPACITY ANALYSIS

The concept of level of service (LOS) uses qualitative measures that characterize operational conditions within the traffic stream. The individual levels of service are described by factors that include speed, travel time, freedom to maneuver, traffic interruptions, and comfort and convenience. Six levels of service are defined for each type of facility for which analysis procedures are available. They are given letter designations A through F, with LOS A representing the best operating conditions and LOS F the worst. Each level of service represents a range of operating conditions. Levels of service for intersections are defined within ranges of average control delay per vehicle, the number of seconds a vehicle can expect to wait due to the presence of a traffic control device. **Table 3** lists the level of service criteria for signalized and unsignalized intersections.

Table 3 – Intersection Level of Service Criteria

Level of Service	Control Delay (sec/veh)	
	Signalized	Unsignalized
A	≤ 10	≤ 10
B	> 10-20	> 10-15
C	> 20-35	> 15-25
D	> 35-55	> 25-35
E	> 55-80	> 35-50
F*	> 80 (or v/c>1)	> 50 (or v/c>1)

Source: Exhibits 19-8, 20-2, 21-8, and 22-8, Highway Capacity Manual 2017

Synchro 10 software using the methodologies of the latest (6th) edition of the *Highway Capacity Manual* (HCM 2016) will be used to calculate average per-vehicle control delays, from which movement, approach, and overall intersection levels of service are determined. The signal timings used for the intersection of Lake Mary Road at High Country Trail were taken from the city-wide Synchro traffic model provided to CivTech in 2014 by the City's transportation staff for use in CivTech's Juniper Point traffic study. The results of the capacity analyses for the AM and PM peak hours under existing conditions, expected no build (Background) and build (total) conditions at the site accesses and the intersection of Lake Mary Road and High Country Trail are summarized in **Table 4.** The Synchro worksheets are included as **Attachment D.**

Table 4 – Intersection Level of Service Analysis Summary

ID	Intersection	Intersection Control	Approach/ Movement	2018 Existing LOS AM(PM)	2020 LOS AM(PM)	
					No Build	Build
1	Lake Mary Road & High Country Trail	Signalized	NB	A (A)	A (A)	B (A)
			SB	A (A)	A (A)	A (A)
			EB Left	C (C)	C (C)	C (C)
			EB Right	C (C)	C (C)	B (C)
			Overall	**B (A)**	**B (A)**	**B (B)**
A	Access A & High Country Trail	1-way Stop (NB)	NB Shared	- (-)	- (-)	B (B)
			WB Left	- (-)	- (-)	A (A)
B	Access B & High Country Trail	1-way Stop (NB)	NB Shared	- (-)	- (-)	B (B)
			WB Left	- (-)	- (-)	A (A)

A review of the results of the intersection capacity analysis summarized in **Table 4** for the study intersections reveals little change with the addition of site traffic at the intersection of Lake Mary Road and High Country Trail. The only notable change includes the northbound approach decrease from LOS A to LOS B in the PM peak hour at the signalized intersection due to the increase in left turn volume. Another change includes the change in level of service from LOS A to LOS B (an increase of only 1.2 seconds of average delay per vehicle) in the overall approach in the PM peak hour at the intersection of Lake Mary Road and High Country Trail. Though the level of service changes in both cases, the roadway and intersection should continue to operate at acceptable levels of service; therefore, no mitigation measures are warranted or recommended.

TURN LANE WARRANT AND QUEUE STORAGE ANALYSES

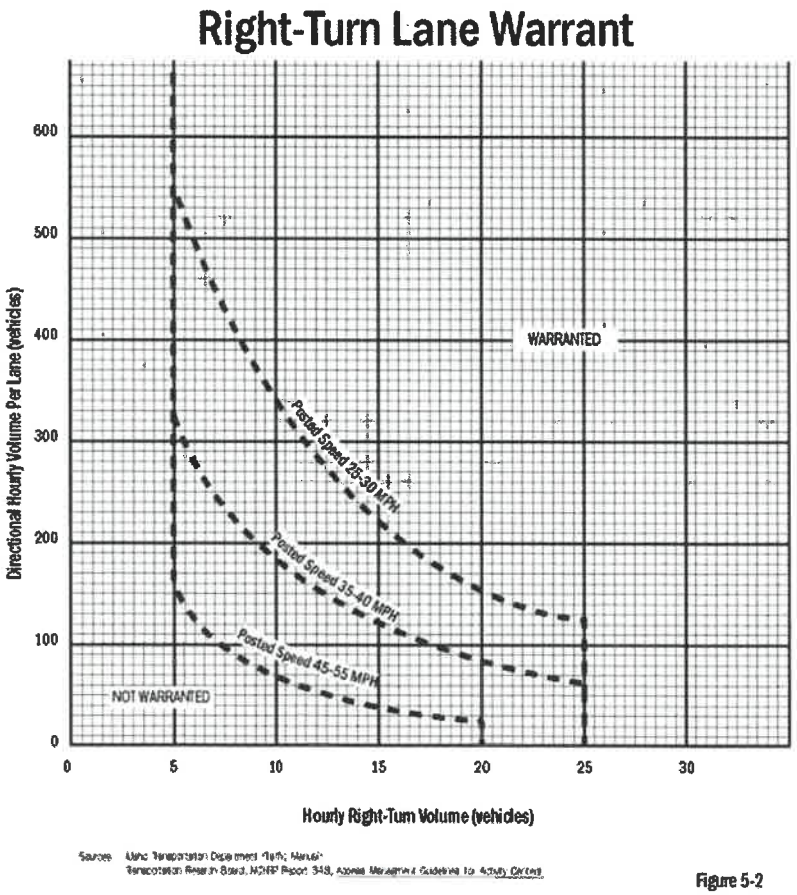
Turn Lane Warrant Analysis

Left Turn Lanes. There is an existing continuous two-way left-turn lane (CTWLTL) on High Country Trail. Therefore, no analysis is required here to determine if left turn lanes should be provided on High Country Trail approaching the proposed site driveways.

Right Turn Lanes. Right-turn deceleration lanes are often recommended on roadways where right-turning vehicles create delays or safety problems for other traffic movements. The need for a right turn lane at a site access depends upon the speed of traffic on the road, the volume of traffic turning right, and the through traffic volume in the same lane as the right turning traffic. Per the City of Flagstaff's *Engineering Design Standards Section 13-10-010 (Streets),* right turn deceleration lanes are warranted based on the design peak hour (DPH) volume of the curb lane, DPH right turning volume and posted speed limits. **Figure 5** is a copy of a figure included in the City's Engineering Design Standards. A review of the figure shows that auxiliary right turn lanes are not warranted where hourly right-turning volumes are expected to be fewer than five turns per hour. As can be seen in **Figure 4**, not more than four (4) right turns per hour are expected at either site driveway during either peak hour. Therefore, eastbound right-turn lanes are not warranted on High Country Trail approaching either of the two proposed site accesses.

Figure 1 – City of Flagstaff Engineering Right Turn Lane Warrant Analysis

Figure 10-10-01



Source: Utah Transportation Department "Traffic Manual"
Transportation Research Board, NCHRP Report 348, Access Management Guidelines for Activity Centers

Figure 5-2

Queue Storage Calculations

Adequate turn storage should be supplied on any approach where turn lanes are permitted and/or warranted. A queuing analysis was performed for all warranted/recommended and existing intersection turn lanes where site traffic is expected as well as left turn lanes adjacent to the site. According to the methodology documented in *A Policy on Geometric Design of Highways and Streets* (the AASHTO "Green Book"), the storage length for a turn lane is typically estimated as the length required to hold the average number of arriving vehicles per two minutes, where unsignalized, or per one-and-a half signal cycles, where signalized.* Since there are no auxiliary right turn lanes warranted at the site accesses and left turns will be accommodated by the existing CTWLTL on High Country Trail, CivTech will evaluate the sufficiency of the existing turn lanes at the signalized intersection of Lake Mary Road and High Country Trail using the following formula: Storage Length = (1.5 x No. turns per hour) ÷ (3,600 seconds per hour ÷ cycle length) x 25 feet. In this case, the signal cycle is 101 seconds.

Using the traffic volumes and lane configurations projected for the opening year 2020, turn lane storage requirements were calculated using the AASHTO guidelines for the intersection. They are summarized in **Table 6**. Calculations for the queue storage length recommendations are provided as **Attachment E.**

Table 2 – Queue Storage Length

ID	Intersection	Stop Control	Approach	2020 Queue Storage Lengths		
				Existing[1]	AASHTO	Recommended
1	Lake Mary Road & High Country Trail	Signal	NB Left	100'	75'	100'[3]
			EB Left	100'	425'	100'[3]
			EB Right	100'	100'	100'[2]

1. Measured from stop bar.
2. Queue storage cannot be mitigated due to lack of ROW
3. Extra storage is available in center two-way left-turn lane.

A review of the results of the queue storage calculations summarized in **Table 6** reveals that two of the existing three turn lanes at the intersection of Lake Mary Road and High Country Trail provide sufficient storage using the AASHTO method. The eastbound left turn movement from High Country Trail onto Lake Mary Road could require additional storage capacity. Drivers could use the existing CTWLTL on the approach as additional storage. If the CTWLTL on High Country Trail is re-striped to extend the existing left turn lane, CivTech recommends that it not be striped to provide more than 300 feet of storage, a typical maximum turn lane length. (Longer turn lanes may be perceived by approaching drivers as an additional through lane, which it is not.)

SIGHT DISTANCE ANALYSIS

Adequate sight distance must be provided at intersections and site access driveways to allow safe turning movements. There must be sufficient unobstructed sight distance along both approaches of a street/driveway intersection and across their included corners to allow operators of vehicles to see each other in time to prevent a collision. In the case of the proposed Aura Apartments, sight distance is an important issue for several reasons: High Country Trail is curved horizontally and the terrain slopes up from the curb to the south under the overhead utility lines.

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* *The American Association of Highway and Transportation Officials on pages 714-715 of its publication,* Geometric Design of Highways and Streets *("AASHTO Green Book"), indicates that storage length for a turn lane, exclusive of taper, "should usually be based on one and one-half to two times the average number of vehicles that would store per cycle" at a signalized intersection.*

The sight distance requirements as calculated using AASHTO methodology are summarized in **Table 7**. The sight lines are illustrated in **Attachment G**.

Table 3 – AASHTO Sight Distance Requirements

Roadway	Posted Speed Limit (mph)	Design Speed (mph)	Sight Distance Along Roadway		
			Left of Driveway (Case B2/B3)	Right of Driveway (Case B1)	On Major Road (Case F)
High Country Trail	35	45	530'	465'	400'

The contractor/developer/civil engineer should ensure that sight visibility is provided at all proposed driveways according to the distances shown in **Table 7**. A review of **Attachment F** shows that sufficient sight distances to and from **Access B** appear to be available. However, due to the horizontal curvature of High Country Trail, to assure adequate sight distance at **Access A** would require the sight triangle highlighted in green. With the terrain sloping up, this may warrant extensive clearing and grading and, potentially, a retaining wall. Therefore, CivTech illustrates—in concept—in **Attachment G** a possible driveway location farther west within the limits of the curvature that could provide sight distance with less earthwork. Please note that this is only a concept and that a final, engineered location should be established and adequate sight distances demonstrated to the satisfaction of City staff by the civil engineer.

CivTech recommends that sight visibility triangles at the site driveway be provided per AASHTO guidelines. In addition, within designated sight visibility triangles, landscaping should be maintained at a maximum of two (2) feet in height. Tree branches lower than seven (7) feet should be trimmed and maintained to meet current acceptable landscape requirements.

CONCLUSIONS

- The trip generations revealed that the proposed development could generate a total of 1,268 trips per day with 80 trips (18 in/62 out) generated during the AM peak hour and 96 trips (60 in/36 out) during the PM peak hour.
- The results of the intersection capacity analysis for the study intersection and the driveways revealed little change from the existing conditions with the addition of the site traffic. The level of service degrades in the overall approach at the signalized intersection of Lake Mary Road and High Country Trail, but the roadway and intersection should continue to operate at LOS B or better; therefore, no mitigation measures are warranted or recommended.
- Since not more than four (4) right turns per hour are expected at either site driveway during either peak hour, per the City of Flagstaff's *Engineering Design Standards Section 13-10-010 (Streets)*, eastbound right-turn lanes are not warranted on High Country Trail approaching either of the two proposed site accesses.
- Two of the existing three turn lanes at the intersection of Lake Mary Road and High Country Trail provide sufficient storage using the AASHTO method. The eastbound left turn movement from High Country Trail onto Lake Mary Road could require additional storage capacity. Drivers could use the existing CTWLTL on the approach as additional storage. If the CTWLTL on High Country Trail is re-striped to extend the existing left turn lane, CivTech recommends that it not be striped to provide more than 300 feet of storage, a typical maximum turn lane length.
- Sufficient sight distances to and from **Access B** appear to be available. However, due to the horizontal curvature of High Country Trail, to assure adequate sight distance at

Access A would require a sight triangle that may warrant extensive clearing and grading and, potentially, a retaining wall. A possible driveway location farther west within the limits of the curvature could provide sight distance with less earthwork. Please note that this is only a concept and that a final, engineered location should be established and adequate sight distances demonstrated to the satisfaction of City staff by the civil engineer.

- CivTech recommends that sight visibility triangles at the site driveway be provided per AASHTO guidelines. In addition, within designated sight visibility triangles, landscaping should be maintained at a maximum of two (2) feet in height. Tree branches lower than seven (7) feet should be trimmed and maintained to meet current acceptable landscape requirements.

Thank you for allowing CivTech to assist you on this project. Please contact me with any questions you may have.

Sincerely,

Joseph F. Spadafino

Joseph F. Spadafino, P.E., PTOE, PTP
Project Manager/Senior Traffic Engineer

Attachments (7)

Attachment A – Site Plan and Access
Attachment B – Traffic Counts
Attachment C – Background Growth Rates
Attachment D – Synchro Analyses Results
Attachment E – Queue Storage Analysis
Attachment F – Sight Distances
Attachment G – Sight Lines

Aura Flagstaff Public Water & Sewer Impact Analysis

21.98+/- Acre Development Project

Analysis Completed June 1, 2018

Public Water & Sewer Impact Analysis

Prepared by Civil Design & Engineering, Inc. for The City of Flagstaff Utilities Department

Mayor

Coral Evans

Council

Jamie Whelan
Celia Barotz
Jim McCarthy
Charlie Odegaard
Scott Overton
Eva Putzova

City Manager

Barbara Goodrich

Water Services Director

Brad Hill, R.G.

City Engineer

Rick Barrett, P.E.

Public Works Director

Andy Bertelsen

Registered Professional Engineer (Civil)
CERTIFICATE NO.
29327
CHRISTINE A.
LAGUNA
Date Signed 6-1-18
ARIZONA, U.S.A.
Expires 09/30/19

Christine Laguna, P.E.
Arizona Registrant # 29327

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Aura Flagstaff

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I. INTRODUCTION

The Aura Flagstaff is a proposed project consisting of 197 apartments consisting of single, double, and triple bedrooms for rent. The project would be located on Coconino County parcel 112-05-001W, 112-05-007B, 112-09-011E, and 112-05-011, which is in Sections 29 and 32, Township 21N, Range 7E, Gila and Salt River Base & Meridian. This parcel is southeast of the intersection of Lake Mary Road and High Country Trail (Figure 1)

The proposed development lies within the City of Flagstaff urban growth boundary and has the ability to be served by City water and sewer utilities.

The Aura Flagstaff project Site Plan (Exhibit 1) was provided to the City by LR Niemiec Architects and has been used as the basis for this preliminary analysis.

The criteria used herein to estimate the project's water demand and sewer flow are from the City of Flagstaff Engineering Design Standards (COF EDS), Chapter 13-09, effective October, 2017. This Water and Sewer Impact Analysis (WSIA) is considered valid for a period of two years from its completion date which is 6/1/2018.



Figure 1 – Vicinity Map. Not to scale.

II. ANALYSIS SUMMARY

On-site modifications:

Sewer: currently there is no infrastructure in the ground to support this development, so all systems will have to be designed and built.
Water: Currently there is no infrastructure in the ground to support this development, so all systems will have to be designed and built.

Off-site modifications:

Sewer: Based on the city of Flagstaff sewer interceptor model and the following analysis, the developer will use an existing 8" sewer tap on the shared property line with APN:105-06-105A. This should be done to City of Flagstaff Standards
Water: Currently there is infrastructure in High Country Trail that will support this project. Tapping the waterline in the right-of-way should be done to City of Flagstaff Standards.

III. WATER SYSTEM ANALYSIS

A. EXISTING WATER SYSTEM

Currently, all public water infrastructure exists in the High Country Trail right-of-way. There is a 12" water main along the property frontage. All appropriate looping and second source requirements can be met. The property lies within the City of Flagstaff Zone "B" water pressure system limits, and meets the minimum pressure requirements stated in the City of Flagstaff Engineering Standards. High pressures have been noted on site which requires the developer to install pressure reducing valves (PRV) when necessary.

The proposed development falls within City of Flagstaff pressure Zone B with elevations as high as 6948'. The building on this development will have a height of 3 stories with water and sewer fixture heights of up to 40 feet above ground level. This analysis provides the water pressure at the ground level and the developer's Architect/Engineer (A/E) shall confirm adequate water pressure at the highest points of water demand.

B. PROPOSED WATERLINE EXTENSIONS

The developer is proposing and will be required to provide a looped water system by extending an 8” diameter waterline from the existing 12” diameter main located in High Country Trail.

C. WATER SYSTEM DEMANDS

The following quantifies the anticipated water demands for the project.

Water System Demand

Dwelling Units = 197
Fire Flow = 1500 GPM (Multi-family residential)

Multi-family Market Rate Apartments with 10% Affordable
Population = 2.5 ppl/unit X 197 units = 492.5 ppl

Average Daily Demand = 492.5 ppl X 75 gpcd = 36,937.5 gpd

Peak Daily Demand = 492.5 ppl X 250 gpcd = 123,125 gpd

D. WATER SYSTEM ANALYSIS RESULTS

Bentley Watergems software was used for simulations of peak daily and fire flow.

The analysis area used was based on the area estimated to be impacted by the proposed Aura Flagstaff development, and includes both junction demand nodes possibly impacted by the additional demands, and locations that may need to supply fire flows. This area spans approximately 2500’ to the south to include higher elevations. See Exhibit 4.

Results (Appendix A) of the computer analysis for peak daily flow indicate a range in pressure off-site in the project vicinity from 52.05 psi (J-8744) to 94.29 psi (J-7688). The rest of the nodes are consistent given the elevations of the junction nodes within the

analyzed boundary. J-8744 is at an elevation of 7017.36' while, J-7688 is lower, at an elevation of 6919.43'. The peak daily flow condition yields a pressure on the project site ranging between 82.35 psi (J-71) to 96.66 psi (J-62). The lowest pressure, on-site, associated with peak domestic flows, 82.35 psi, occurs at J-71 and is above the City Engineering Standards' minimum pressure of 40 psi (COF EDS 13-9).

Based upon the computer simulation of fire flow, residual pressures in the project vicinity are projected to remain at 20 psi (COF EDS 13-9) or higher during fire flow scenarios of 1500 gpm or less. The onsite junctions at the project location satisfy these constraints.

It is the developer's responsibility to design, acquire adequate right-of-way, and construct all on-site and connecting water infrastructure in accordance with all applicable City, State and Federal rules and regulations.

IV. SEWER SYSTEM ANALYSIS

A. EXISTING SEWER SYSTEM

The sewer service for this project flows to an existing 8" stub out connected to manhole 6-273 which flows through the adjacent properties to manhole 6-313 before heading northeast to the Rio-de-Flag Wastewater Treatment Plant. This line is a 12-inch polyvinyl chloride (PVC) pipe that was installed in 1997. The site plan provided by LR Niemiec Architects illustrates the developer's plan to build an 8-inch line that flows east through the property to the manhole on APN:105-06-105A. This will require the developer to get the necessary utility access. See Exhibit 6.

For this analysis, using the City of Flagstaff SewerCAD model, we considered that the developer has proposed that the flow from this project will be collected in a pipe that flows to manhole 6-273. For the purposes of this analysis, the flows from the project will be added to manhole 6-313. See Exhibit 6. The Rio-de-Flag Wastewater Treatment Plant, which is currently operating below capacity, treats all sewage collected from this proposed project. The Rio de Flag facility currently processes 1.9 million gallons per day, MGD. This facility has a design capacity of 4.0 MGD.

B. PROPOSED SEWER SYSTEM EXTENSIONS

Based upon the drawings provided by developer, one connection point to the City of Flagstaff sewer collection system is proposed. The developer proposes a gravity flow connection to the manhole 6-273, located along eastern property line.

The on-site sewer system was not analyzed as a part of this report and shall be addressed by the A/E as part of their design for their project. The A/E's engineering analysis and design shall be consistent with the requirements called out in the City of Flagstaff Engineering Standards.

C. SEWER SYSTEM FLOWRATES

The following criteria were utilized in determining the anticipated wastewater generation for this project.

Sewer System Design Flows

Residential Sewer Flow Criteria

Dwelling Units= 197
197dwelling units x 2.5 people / dwelling unit = 492.5 people
People = 492.5
Load = 75 gpcd (COF EDS 13-9)
Peaking Factor = 2.63 (COF EDS 13-9)

Residential Flows

Average Daily Flow = 492.5 people x 75 gpcd = 36,937.5 gpd
Peak Flow = Average Daily Flow x Peak Factor (2.63)
Peak Flow = 63,937.5 X 2.63 = 97,145.63 gpd

D. SEWER SYSTEM ANALYSIS RESULTS

In the Sewercad model prepared for this evaluation, the sewer design flows were applied to manhole 6-313. These total design flows from the Aura Flagstaff project will yield a peak day flow increase of 97,145.63 gallons per day (0.097 MGD).

The capacity of the existing collection system downstream of this project is adequate to convey the existing and proposed flow rates and maintain the City's required d/D pipe capacity ratio (expressed as a percentage) at less than 70%. See Appendix C.

V. CONCLUSIONS & REQUIREMENTS

No off-site infrastructure improvements other than to serve the intent of the tentative plat are required of this development. All on-site infrastructure must be constructed to City of Flagstaff and ADEQ standards.

Sewer and water service to all adjacent homes and businesses must be maintained during construction and tapping for this project.

The findings of this analysis indicate that the completion of the project will comply with public water and sewer infrastructure requirements as outlined in the current City of Flagstaff Engineering Standards as long as all on-site infrastructure is designed and constructed per the Engineering Standards and as stipulated herein. Deviations from the intent shown on the developer's provided preliminary drawings, and/or further development beyond what was shown on the preliminary drawings will require additional review and must gain full Development Review Board Approval.

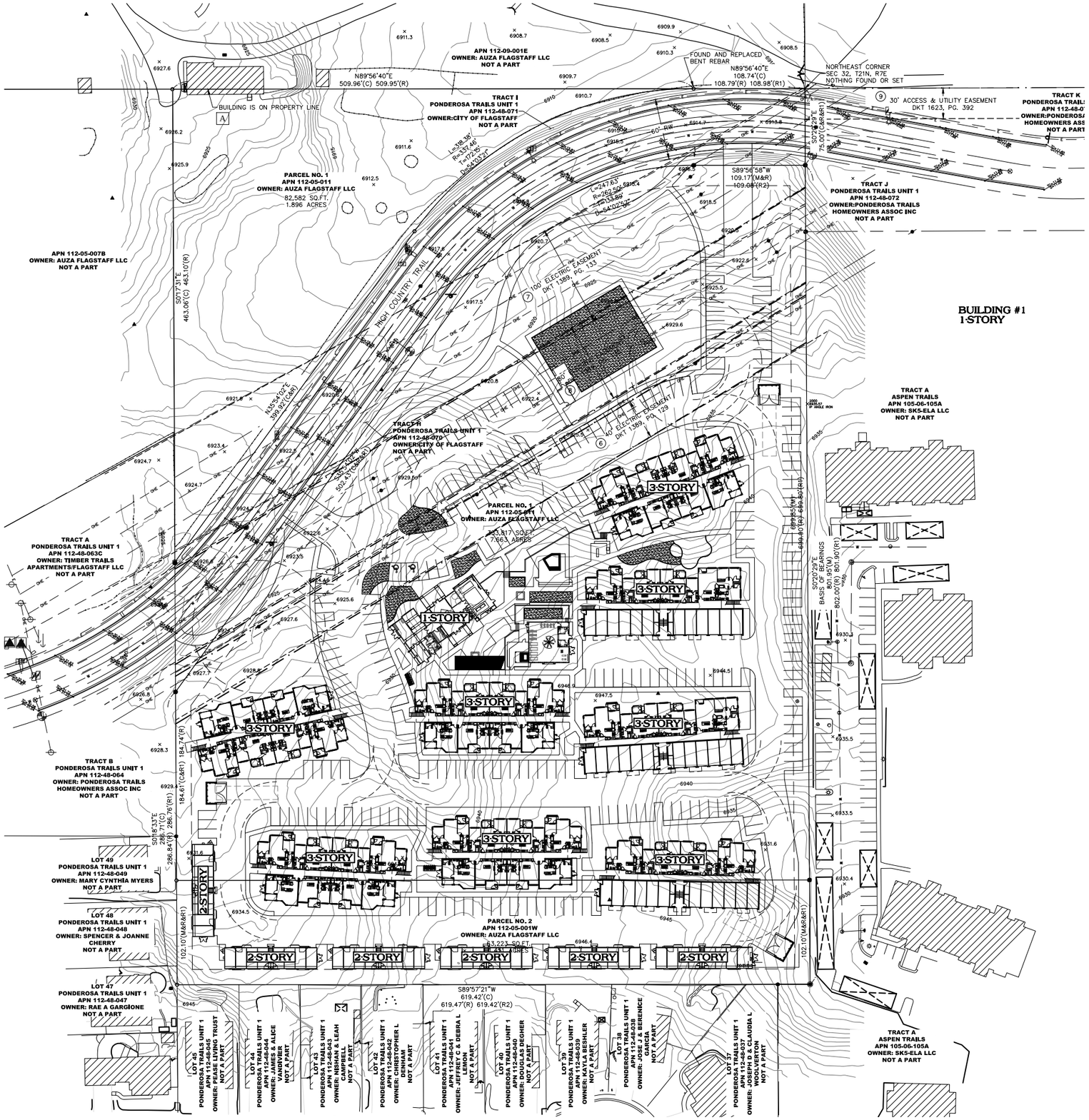
The location(s) of any required fire hydrants related to this project is(are) left to the discretion of the City of Flagstaff Fire Department in accordance with City of Flagstaff Engineering Standards and current Fire Codes. Approval by the City Engineer shall also be obtained.

Water and Sewer computer analyses were done with Bentley Systems Watergems and Sewercad software. The existing City of Flagstaff master water and sewer models were modified to incorporate the estimated infrastructure and flows that will be required by this development.

All existing utility information is based on City of Flagstaff GIS (Geographic Information System) data and other information contained within the Watergems & Sewercad master models, or provided by City of Flagstaff engineering staff. The developer's A/E should confirm City water system supply and wastewater collection system pipe sizes, materials and locations as part of their design for connection to the COF water and sewer systems.

If the developer changes their plans for development resulting in changes to development size, area of commercial space, number or type of residential units, population, etc., that could render invalid the assumptions made as a basis for the forecasts made in this Water and Sewer Impact Analysis, then the developer must apply for an updated analysis and provide the proposed changes to the City of Flagstaff for review and consideration.

This WSIA is considered valid for a period of two years from its completion date 6/1/2018 which is the date of the engineer's seal on the cover sheet and table of contents of this WSIA. All water and sewer utility line and treatment plant capacity reservations as a result of this study will expire at that time.



SITE PLAN

SCALE: 1"=50'-0"

OWNER

AUZA FLAGSTAFF LLC.
C/O SHIRLEY AUZA
3378 SOUTH 16TH AVE
YUMA, AZ 85365
P. (928) 261-6675
SHIRLEYAUZA@AOL.COM

ARCHITECT

L.R. NIEMIEC ARCHITECTS, INC.
8585 E. HARTFORD DR. SUITE #115
SCOTTSDALE, AZ. 85255
P. (480) 998-7576
SKIP@LRNARCHITECTS.COM

DEVELOPER

TRINSIC RESIDENTIAL GROUP
4040 E CAMELBACK SUITE #160
PHOENIX, AZ 85018
TODD GOSSELINK
P. (602) 799-9960
TGOSSELINK@TRINSICRES.COM

PROJECT DATA (THIS PROJECT WILL BE CONSTRUCTED IN ONE PHASE)

PARCEL SIZE: 21.98 ACRES
EXISTING ZONING: E.R. & R.R. - PROPOSED ZONING: M.R.
DENSITY: 9.0 DU./ACRE (198) TOTAL UNITS (INCLUDES AUZA RESIDENCE)

TOTAL UNIT MIX (ALL BUILDINGS 2-STORY & 3-STORY)

TYPE	QUANTITY	%	GROSS	BALCONY S.F.	* GROSS S.F.
A2 (1 BED 1 BATH)	48	24.5	762	86	36,576
A3 (1 BED 1 BATH)	42	21	795	72	33,390
A4 (1 BED 1 BATH)	11	6	874	35	9,614
B1 (2 BED 2 BATH)	42	21	978	76	41,076
B2 (2 BED 2 BATH)	48	24.5	1,182	74	56,736
C1 (3 BED 2 BATH)	6	3	1,117	66	6,702
TOTALS	197	100			184,094

* EXCLUDES BALCONY

ATTACHED GARAGE SPACES (36) IN 22-PLEX + (47) IN CARRIAGE BLDG.= 83 (42%)

ACCESSIBLE GARAGES ARE 2-CAR GARAGES WHEN NOT USED FOR ACCESSIBILITY

CORRIDORS	GROSS S.F.
1ST FLOOR	3,395
2ND FLOOR	2,368
3RD FLOOR	2,368
BALCONIES	14,677
TOTAL	22,808

COMMON AREAS	
TYPE	GROSS S.F.
CLUBHOUSE/OFFICE	3,624
FITNESS	1,585
CABANA	500
TOTAL COMMON AREAS	5,709

APN 112-05-001W
APN 112-05-007B
APN 112-09-011E
APN 112-05-011

LOT COVERAGE: 11.2%
OPEN SPACE: 78.4%

SUMMARY OF TOTAL BUILDINGS

	GROSS S.F.
APARTMENTS	184,094
GARAGES	23,017
CORRIDORS/BALCONIES	22,808
COMMON AREAS	5,709
TOTALS	235,628

PARKING CALCULATIONS

MARKET RATE PARKING:
A2- (48)x1.5= 72
A3- (42)x1.5= 63
A4- (11)x1.5= 16.5
B1- (42)x2.25= 94.5
B2- (48)x2.25= 108
C1- (6)x2.25= 13.5
REQUIRED= 367.5 SPACES

TOTAL REQUIRED= 368 SPACES

TOTAL PARKING PROVIDED= 330 SPACES
(BUS SERVICE AREA ALLOWS UP TO 10% REDUCTION OF REQUIRED PARKING. ONLY (38) SPACES ARE USED FOR THE REDUCTION OR 10% OF THE ALLOWABLE REDUCTION.

PARKING PROVIDED:
83 GARAGE SPACES + 247 SURFACE= 330 SPACES/197 UNITS= 1.675 SPACES PER UNIT
(7 OF THE PARKING SPACES SHALL BE ACCESSIBLE)

NOTE:
AT LEAST 2% OF THE UNITS, BUT NO LESS THAN ONE SHALL BE A TYPE 'A' UNIT. THESE UNITS MUST BE DISPERSED AMONG THE VARIOUS CLASSES OF UNITS.

LEGEND

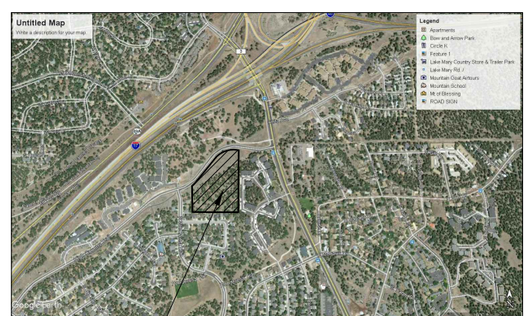
ACCESSIBLE ROUTE ACCESS

TREE TO REMAIN
SEE TREE RESOURCE PLAN

ACCESSIBLE SPACE

INDICATES BIKE RACK
EACH SPACE = 5'x2'

(BICYCLE PARKING REQ. 197x.05=9.85)
(12) PROVIDED ON SURFACE



SITE (AREA OF WORK)

VICINITY MAP

N.T.S.

NORTH

Contractor must verify all dimensions at project before proceeding with this work. Do not reproduce these drawings & specifications without the expressed written permission of the Architect. The drawings & specifications are the property of the Architect whether the project for which they are made is executed or not. these drawings & specifications shall not be used by anyone on any project by others except by the expressed written permission of the Architect.

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AURA FLAGSTAFF
TRINSIC RESIDENTIAL GROUP
FLAGSTAFF, AZ.

Site Plan

Scale: 1"=50'-0"

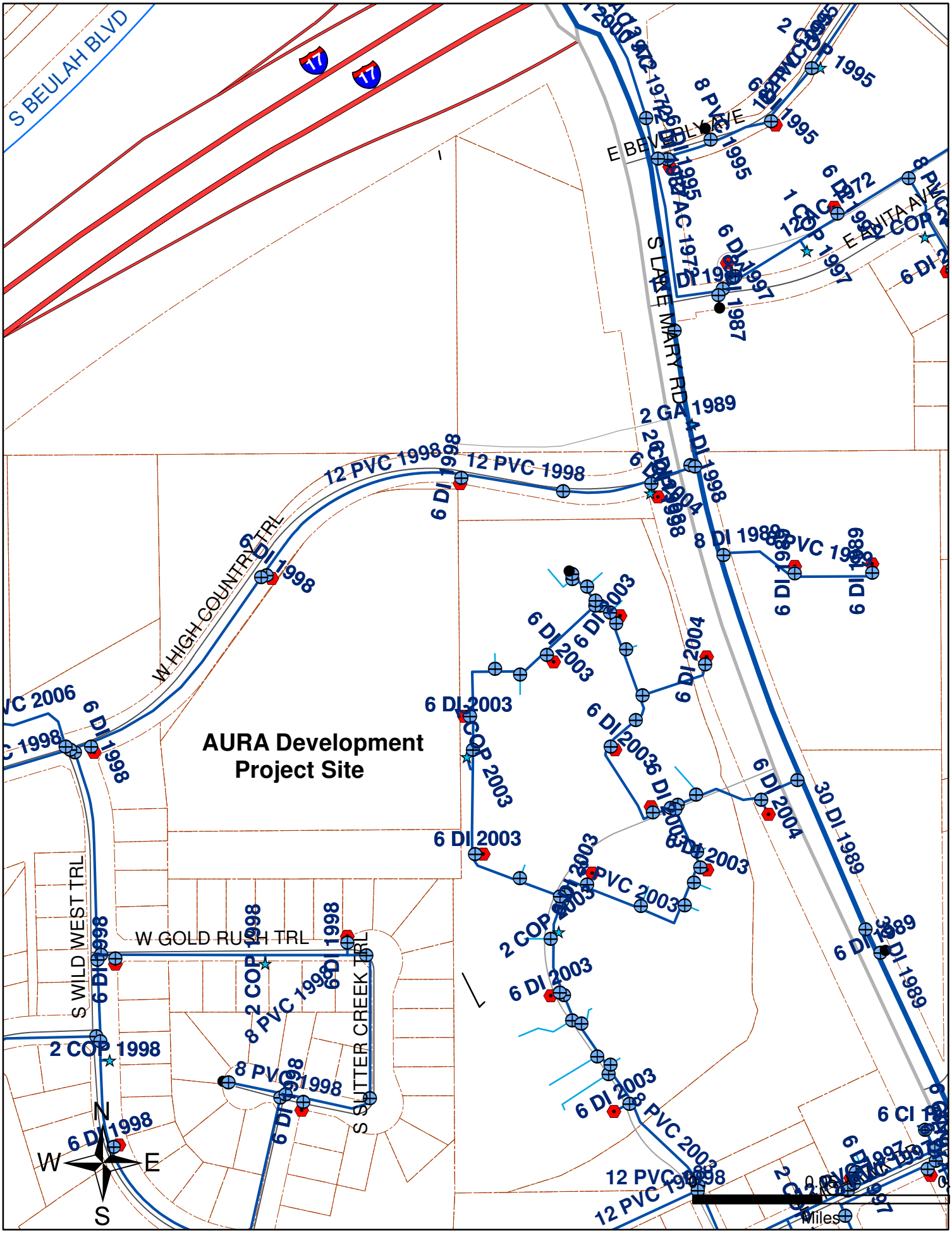
DRAWN BY: BG
CHECKED BY: SN
PROJECT NO.
DATE: 3-6-2018
SHEET NO.

AS1

L.R. Niemiec Architects
L.R. NIEMIEC ARCHITECTS/PLANNERS, INC. • 8585 EAST HARTFORD DRIVE, SUITE 115•SCOTTSDALE ARIZONA 85255 • (480) 998-7576

REGISTERED ARCHITECT 12518 L.NIEMIEC Date 2/6/18 ARIZONA, U.S.A. Expires 09/30/18

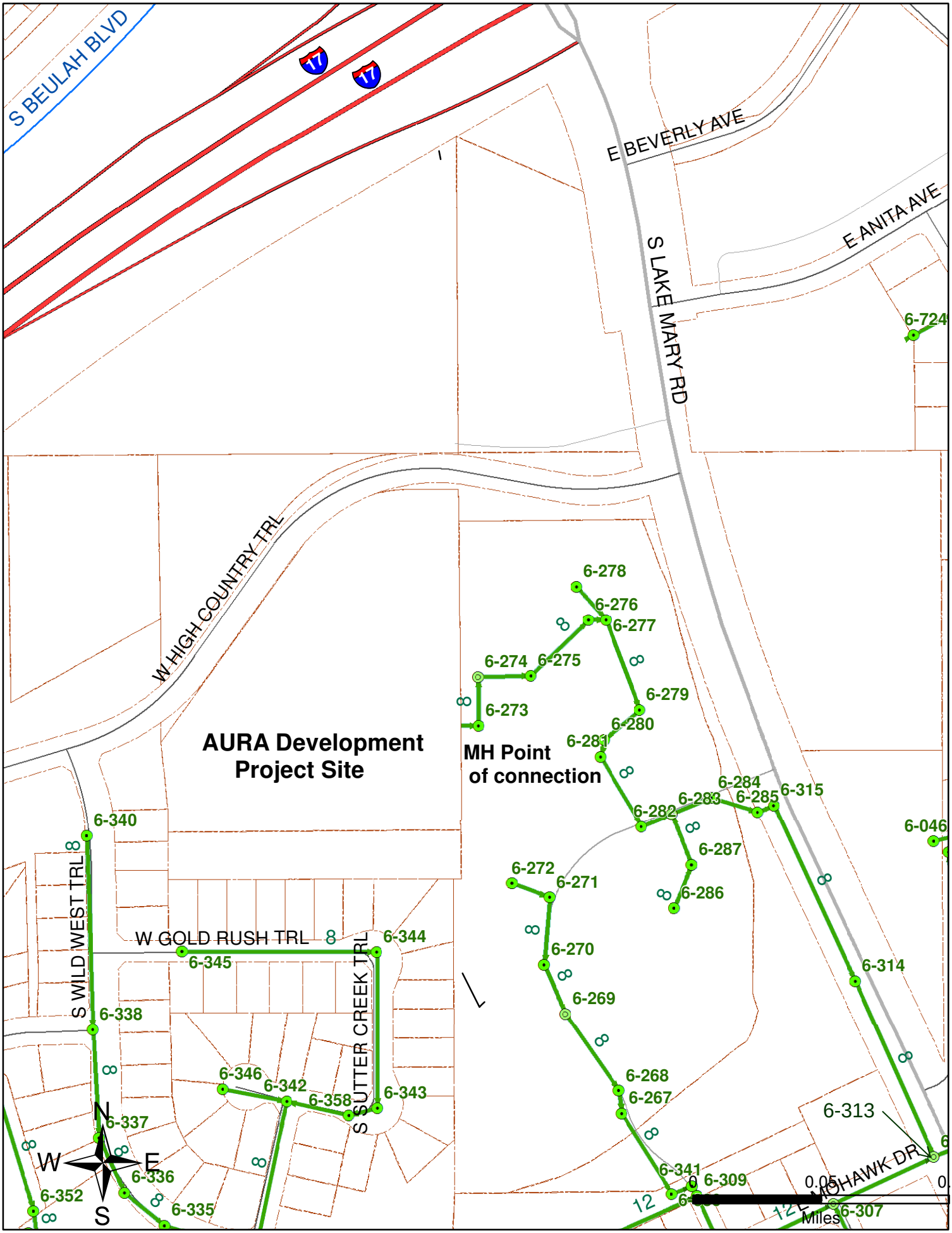
City of Flagstaff - Utilities Department



GIS Atlas Map of Water Infrastructure

Exhibit 2

City of Flagstaff - Utilities Department



GIS Atlas Map of Sewer Infrastructure

Exhibit 3

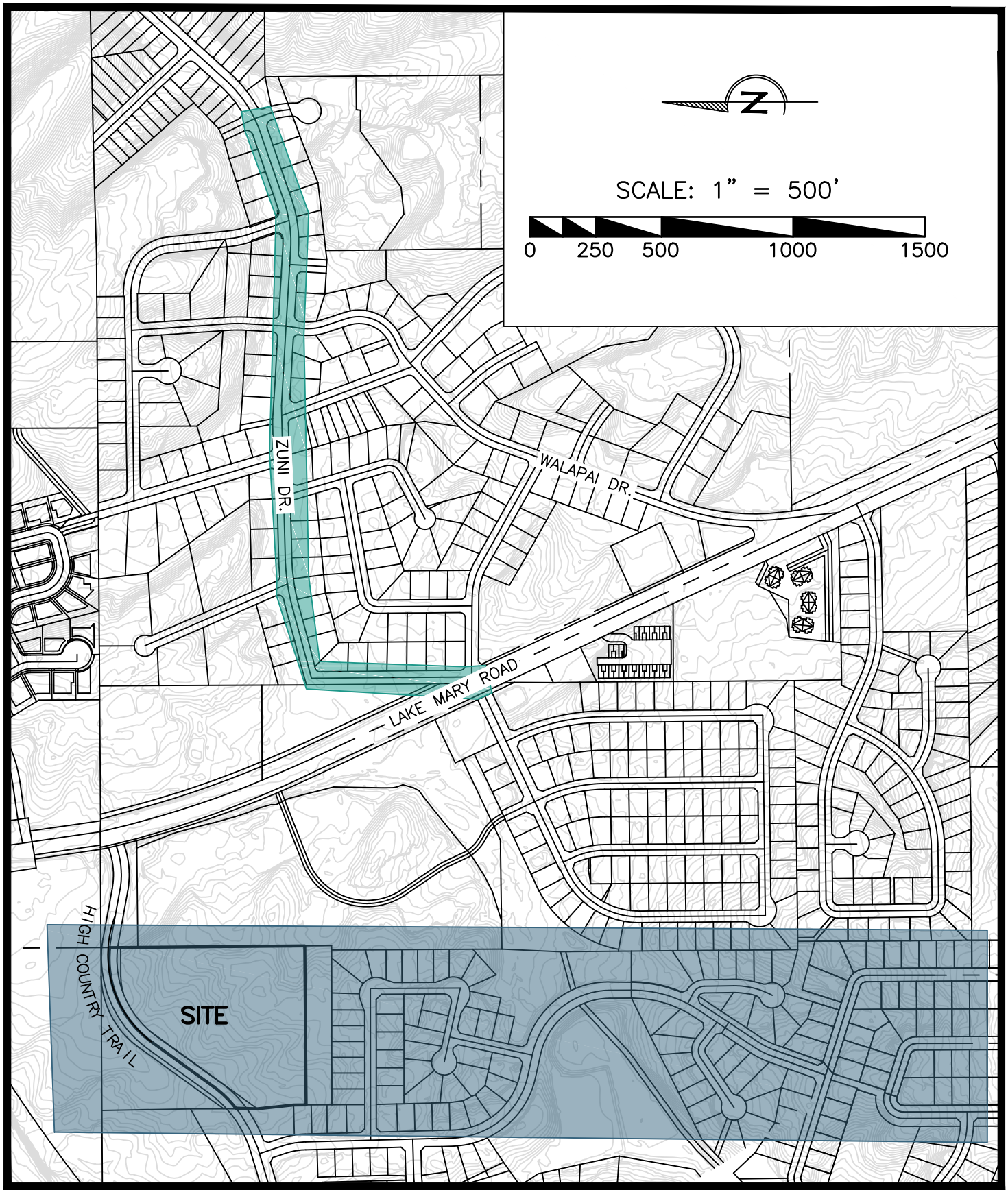


EXHIBIT 4 - ANALYSIS AREAS

WATERGEMS ANALYSIS AREA

SEWERCAD ANALYSIS AREA

CD&E

ENGINEERING ▪ SURVEY

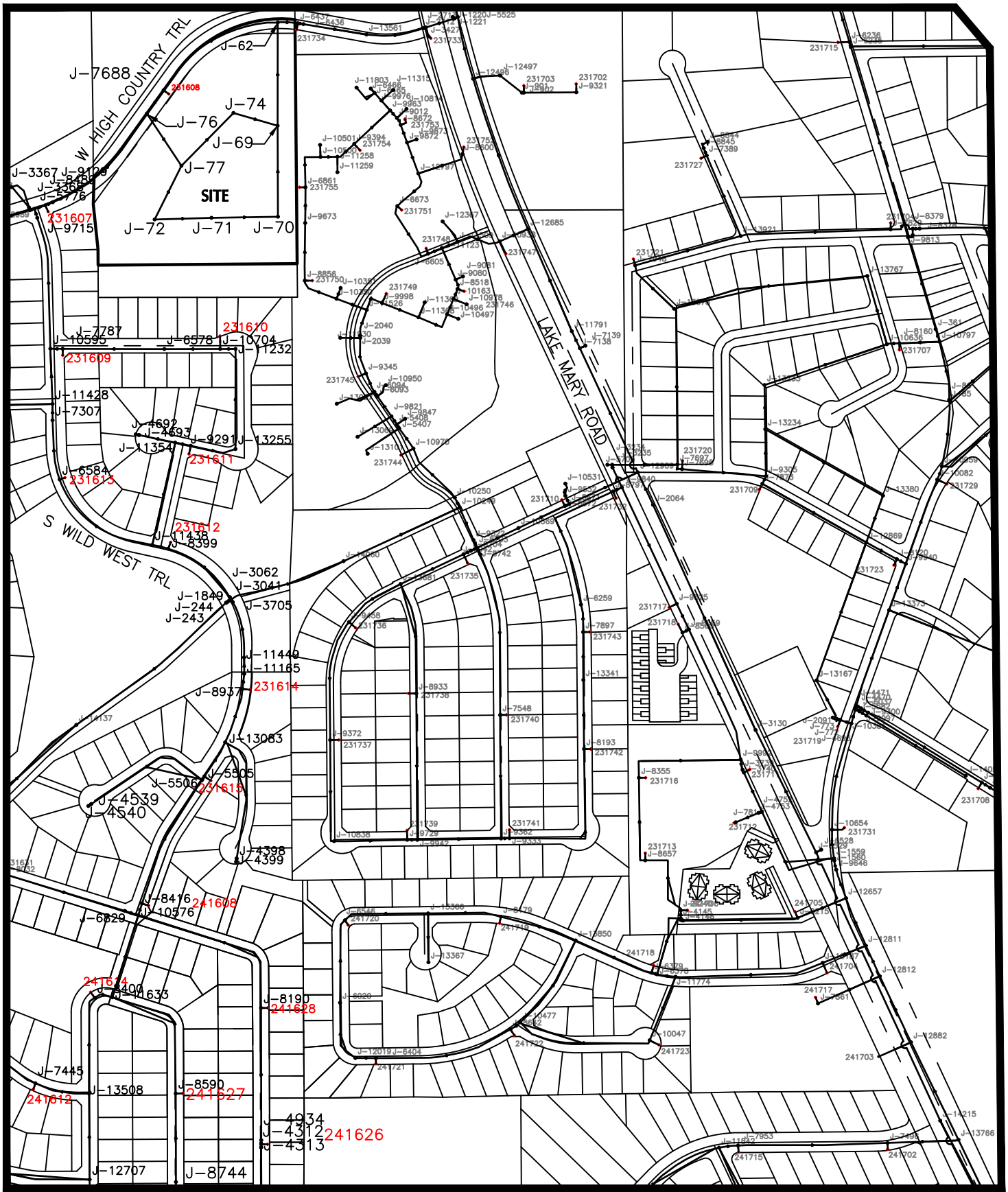


EXHIBIT 5 – WaterGEMS Analysis

SCALE: 1" = 400'

CD&E

ENGINEERING ▪ SURVEY

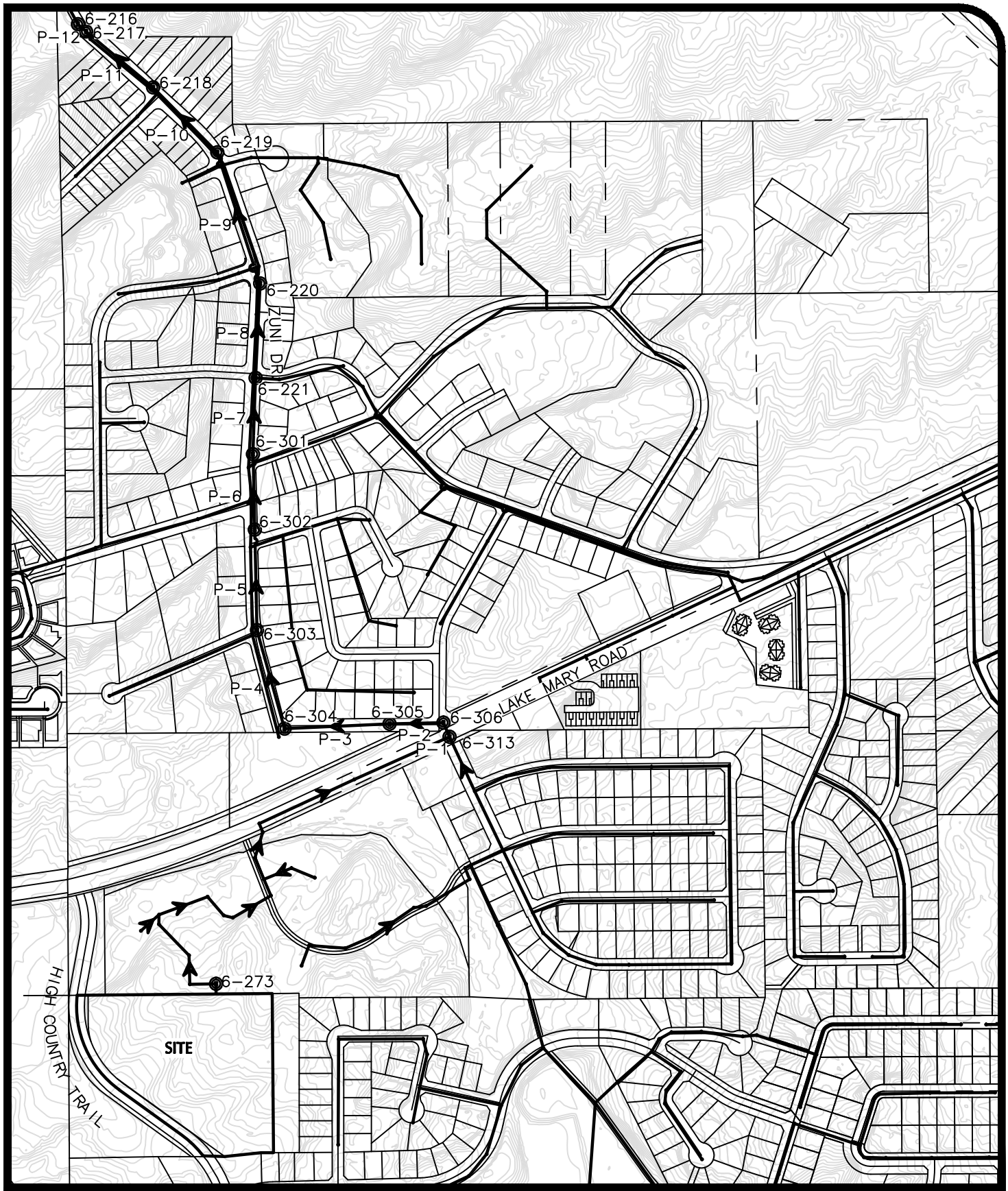


EXHIBIT 6 - SEWERCAD MAP

SCALE: 1" = 500'

0 250 500 1000 1500

CD&E

ENGINEERING ▪ SURVEY

Aura Flagstaff
Peak Day Domestic Flows and Pressures

Label	Elevation (ft)	Zone	Demand (gpm)	Pressure (psi)	Hydraulic Grade (ft)
J-8744	7017.36	B	0.42	52.05	7137.67
J-8555	7011.13	B	1.35	54.75	7137.68
J-4934	7010.00	B	0.14	55.23	7137.66
J-4312	7009.92	B	0.00	55.27	7137.66
J-339	7009.82	B	0.11	55.33	7137.71
J-338	7009.78	B	0.00	55.35	7137.71
J-4313	7009.74	B	0.91	55.35	7137.66
J-12707	7009.63	B	1.24	55.41	7137.69
J-8221	7009.61	B	1.55	55.42	7137.7
J-7843	7007.26	B	0.56	56.44	7137.71
J-9162	7007.20	B	0.24	56.47	7137.71
J-9775	7007.02	B	0.13	56.54	7137.71
J-8590	7005.86	B	3.54	57.03	7137.67
J-7964	7003.05	B	1.75	58.25	7137.68
J-13433	7001.15	B	0.61	59.07	7137.68
J-11355	7000.00	B	0.17	59.58	7137.7
J-13508	6996.10	B	1.29	61.25	7137.67
J-7445	6990.03	B	1.92	63.88	7137.67
J-8190	6987.08	B	1.87	65.15	7137.65
J-11633	6982.00	B	1.51	67.35	7137.66
J-8400	6981.52	B	0.00	67.56	7137.66
J-6829	6977.45	B	0.68	69.31	7137.64
J-10576	6977.23	B	0.59	69.40	7137.64
J-8416	6976.43	B	0.38	69.75	7137.64
J-13752	6970.59	B	0.81	72.28	7137.66
J-7938	6954.66	B	1.90	79.17	7137.66
J-4539	6954.00	B	1.92	79.43	7137.6
J-4540	6954.00	B	2.19	79.43	7137.6
J-8032	6952.55	B	0.94	80.08	7137.65
J-5506	6952.47	B	1.95	80.10	7137.6
J-4399	6951.58	B	1.74	80.47	7137.58
J-5505	6951.46	B	0.17	80.53	7137.6
J-4398	6951.14	B	0.48	80.67	7137.58
J-6578	6949.64	B	1.06	81.28	7137.5
J-71	6947.00	B	14.25	82.35	7137.33
J-10704	6947.01	B	0.72	82.42	7137.5
J-13684	6945.65	B	1.10	83.07	7137.66
J-11232	6945.22	B	1.16	83.19	7137.5
J-7307	6945.07	B	0.42	83.26	7137.51
J-11428	6944.83	B	0.37	83.36	7137.5
J-72	6944.20	B	14.25	83.56	7137.34
J-7787	6942.66	B	1.24	84.29	7137.49
J-13083	6942.64	B	1.52	84.34	7137.58
J-10595	6942.37	B	0.72	84.42	7137.49

J-6584	6942.27	B	0.46	84.47	7137.51
J-69	6941.30	B	14.25	84.81	7137.33
J-4692	6940.24	B	0.73	85.35	7137.52
J-4693	6939.62	B	0.17	85.62	7137.52
J-11354	6938.85	B	0.50	85.95	7137.52
J-9291	6936.81	B	1.17	86.83	7137.51
J-8937	6934.67	B	0.16	87.78	7137.57
J-13255	6933.43	B	0.91	88.30	7137.51
J-11165	6933.44	B	0.00	88.32	7137.56
J-11449	6933.00	B	0.00	88.50	7137.56
J-70	6932.50	B	14.25	88.62	7137.33
J-8489	6932.00	B	0.00	88.89	7137.45
J-5776	6932.00	B	0.00	88.89	7137.46
J-9715	6932.00	B	0.19	88.89	7137.46
J-9129	6931.49	B	0.00	89.11	7137.45
J-77	6930.50	B	14.25	89.49	7137.34
J-3041	6930.00	B	0.00	89.79	7137.54
J-3705	6930.00	B	0.00	89.79	7137.54
J-3062	6929.82	B	0.00	89.87	7137.54
J-11438	6929.72	B	0.33	89.91	7137.53
J-74	6929.00	B	14.25	90.14	7137.34
J-8399	6929.12	B	0.32	90.17	7137.53
J-76	6921.60	B	0.00	93.36	7137.37
J-7688	6919.43	B	0.00	94.29	7137.36
J-62	6913.93	B	0.00	96.66	7137.33

Aura Flagstaff
Fire Flow Report

Label	Zone	Fire Flow Iterations	Is Fire Flow Run Balanced?	Satisfies Fire Flow Constraints?	Fire Flow (Needed) (gal/min)	Fire Flow (Available)	Pressure (Calculated Residual) (psi)	Pressure (Minimum) (psi)
231607	B	2	TRUE	TRUE	1500	3500	67.22	88.83
231608	B	2	TRUE	TRUE	1500	3500	73.48	94.14
231609	B	2	TRUE	TRUE	1500	3500	59.13	83.45
231611	B	2	TRUE	TRUE	1500	3500	46.54	86.77
231613	B	2	TRUE	TRUE	1500	3500	63.33	84.03
231614	B	2	TRUE	TRUE	1500	3500	63.64	87.67
231615	B	2	TRUE	TRUE	1500	3500	54.73	80.30
231631	B	2	TRUE	TRUE	1500	3500	34.89	80.04
241612	B	2	TRUE	TRUE	1500	3500	27.37	63.62
241613	B	2	TRUE	TRUE	1500	3500	30.35	79.17
241615	B	2	TRUE	TRUE	1500	3500	28.92	55.69
241626	B	4	TRUE	TRUE	1500	2859.1	20.01	55.68
241627	B	3	TRUE	TRUE	1500	3248.6	20.00	57.17
J-62	B	2	TRUE	TRUE	1500	3500	85.69	96.66
J-69	B	2	TRUE	TRUE	1500	3500	68.28	84.81
J-70	B	2	TRUE	TRUE	1500	3500	66.82	88.62
J-71	B	2	TRUE	TRUE	1500	3500	60.10	82.35
J-72	B	2	TRUE	TRUE	1500	3500	63.03	83.56
J-74	B	2	TRUE	TRUE	1500	3500	71.92	90.14
J-76	B	2	TRUE	TRUE	1500	3500	81.55	93.36
J-77	B	2	TRUE	TRUE	1500	3500	73.62	89.49
J-338	B	2	TRUE	TRUE	1500	3500	37.72	55.35
J-339	B	2	TRUE	TRUE	1500	3500	37.51	55.33
J-3041	B	2	TRUE	TRUE	1500	3500	78.38	89.79
J-3062	B	2	TRUE	TRUE	1500	3500	78.44	89.87
J-3705	B	2	TRUE	TRUE	1500	3500	78.30	89.79
J-4312	B	6	TRUE	TRUE	1500	3151.4	20.01	55.27
J-4313	B	3	TRUE	TRUE	1500	3156.7	20.00	55.35
J-4398	B	2	TRUE	TRUE	1500	3500	23.78	80.67
J-4399	B	3	TRUE	TRUE	1500	3500	22.41	80.47
J-4539	B	3	TRUE	TRUE	1500	3500	20.07	79.43
J-4540	B	3	TRUE	TRUE	1500	3463.2	20.01	79.43
J-4692	B	2	TRUE	TRUE	1500	3500	44.24	85.35
J-4693	B	2	TRUE	TRUE	1500	3500	45.75	85.62
J-4934	B	7	TRUE	TRUE	1500	3147.9	20.02	55.23
J-5505	B	2	TRUE	TRUE	1500	3500	65.33	80.53
J-5506	B	2	TRUE	TRUE	1500	3500	64.84	80.10
J-5776	B	2	TRUE	TRUE	1500	3500	76.69	88.89
J-6578	B	2	TRUE	TRUE	1500	3500	52.79	81.28
J-6584	B	2	TRUE	TRUE	1500	3500	71.56	84.47
J-6829	B	2	TRUE	TRUE	1500	3500	49.37	69.31
J-7307	B	2	TRUE	TRUE	1500	3500	70.69	83.26
J-7445	B	2	TRUE	TRUE	1500	3500	36.17	63.88

J-7688	B	2	TRUE	TRUE	1500	3500	82.36	94.29
J-7787	B	2	TRUE	TRUE	1500	3500	68.78	84.29
J-7843	B	2	TRUE	TRUE	1500	3500	34.31	56.44
J-7938	B	2	TRUE	TRUE	1500	3500	39.22	79.17
J-7964	B	2	TRUE	TRUE	1500	3500	24.97	58.25
J-8032	B	2	TRUE	TRUE	1500	3500	43.87	80.08
J-8190	B	2	TRUE	TRUE	1500	3500	25.61	65.15
J-8221	B	2	TRUE	TRUE	1500	3500	37.72	55.42
J-8399	B	2	TRUE	TRUE	1500	3500	77.88	90.17
J-8400	B	2	TRUE	TRUE	1500	3500	50.25	67.56
J-8416	B	2	TRUE	TRUE	1500	3500	53.34	69.75
J-8489	B	2	TRUE	TRUE	1500	3500	76.66	88.89
J-8555	B	3	TRUE	TRUE	1500	3500	23.00	54.75
J-8590	B	2	TRUE	TRUE	1500	3500	24.07	57.03
J-8744	B	12	TRUE	TRUE	1500	3402.4	20.02	52.05
J-8937	B	2	TRUE	TRUE	1500	3500	74.07	87.78
J-9129	B	2	TRUE	TRUE	1500	3500	76.88	89.11
J-9162	B	2	TRUE	TRUE	1500	3500	33.75	56.47
J-9291	B	2	TRUE	TRUE	1500	3500	57.90	86.83
J-9715	B	2	TRUE	TRUE	1500	3500	76.55	88.89
J-9775	B	2	TRUE	TRUE	1500	3500	34.76	56.54
J-10576	B	2	TRUE	TRUE	1500	3500	52.93	69.40
J-10595	B	2	TRUE	TRUE	1500	3500	71.73	84.42
J-10704	B	2	TRUE	TRUE	1500	3500	50.87	82.42
J-11165	B	2	TRUE	TRUE	1500	3500	74.93	88.32
J-11232	B	2	TRUE	TRUE	1500	3500	51.19	83.19
J-11354	B	2	TRUE	TRUE	1500	3500	58.26	85.95
J-11355	B	2	TRUE	TRUE	1500	3500	36.62	59.58
J-11428	B	2	TRUE	TRUE	1500	3500	70.94	83.36
J-11438	B	2	TRUE	TRUE	1500	3500	77.52	89.91
J-11449	B	2	TRUE	TRUE	1500	3500	75.48	88.50
J-11633	B	2	TRUE	TRUE	1500	3500	50.18	67.35
J-12707	B	2	TRUE	TRUE	1500	3500	37.85	55.41
J-13083	B	2	TRUE	TRUE	1500	3500	69.66	84.34
J-13255	B	2	TRUE	TRUE	1500	3500	56.91	88.30
J-13433	B	2	TRUE	TRUE	1500	3500	32.49	59.07
J-13508	B	2	TRUE	TRUE	1500	3500	43.76	61.25
J-13684	B	2	TRUE	TRUE	1500	3500	42.75	83.07
J-13752	B	2	TRUE	TRUE	1500	3500	35.81	72.28

Aura Flagstaff
Gravity Sewer Pipe Report

Label	Diameter (in)	Material	Start Node	Invert (Start) (ft)	Stop Node	Invert (Stop) (ft)	Depth (Average End) / Rise (%)	Flow (gpd)
P-1	12.00	PVC	6-313	6893.40	6-306	6893.10	37.20	492922.12
P-2	12.00	PVC	6-306	6893.10	6-305	6892.50	37.20	492922.12
P-3	12.00	PVC	6-305	6892.50	6-304	6891.00	35.90	492922.12
P-4	12.00	PVC	6-304	6891.00	6-303	6889.60	36.10	492922.12
P-5	12.00	PVC	6-303	6889.60	6-302	6888.20	36.00	492922.12
P-6	12.00	PVC	6-302	6888.20	6-301	6886.30	37.20	492922.12
P-7	12.00	PVC	6-301	6886.30	6-221	6885.45	37.20	492922.12
P-8	21.00	PVC	6-221	6885.45	6-220	6883.25	16.70	518234.64
P-9	21.00	PVC	6-220	6883.25	6-219	6881.05	17.40	518234.64
P-10	21.00	PVC	6-219	6881.05	6-218	6880.05	18.20	518234.64
P-11	21.00	PVC	6-218	6880.05	6-217	6878.05	24.10	518234.64
P-12	21.00	PVC	6-217	6878.05	6-216	6877.78	27.10	1364783.15

Citizen Participation Report
Zoning Map Amendment Application
Case No. PZ-17-00218-02

West of the Southwest Corner of High Country Trail and Lake Mary Road
Approximately 16.111 acres

APNs: 11205001W, 1120511, 11205007B, and a portion of 11209001E

Submittal Date: May 13, 2019

Prepared By:
Withey Morris PLC
2525 E Arizona Biltmore Circle
Suite A-212
Phoenix, Arizona 85016
602.230.0600

Developer:
Trinsic Acquisition Company LLC
4040 East Camelback Road
Suite 160
Phoenix, Arizona 85018
480.448.0985

I. Introduction

This site is approximately 16.111 acres located at west of the southwest corner of Lake Mary Road and High Country Trail (the "Property"). The Property is zoned RR and ER. The applicant has filed an application with the City for Site Plan Review and will be filing a Zoning Map Amendment application to change the zoning to MR. These applications will allow ownership to develop a new multi-family residential development on the Property. The project is consistent with the City's General Plan designation and compatible with the surrounding uses. The purpose of this Citizen Participation Report is to demonstrate how citizens, property owners and neighbor associations in the vicinity of the site have been informed of the application and have been able to provide feedback regarding the proposal. This participation report outlines the ongoing communication between the Applicant, potentially affected citizens and adjacent property owners, City staff and elected officials throughout the application review process. The information received by the Applicant from these communications has been used to make informed decisions and revise plans throughout the application process with regard to the development proposal.

II. Contact List

A contact list was prepared for the zoning map amendment application using the following criteria. Additional contacts were added over the course of the application process as requested by neighbors, the City of Flagstaff and the Applicant.

- Each real property owner (if different from the applicant) as shown on the last assessment of the property, of any land within the areas subject to the application for which the public hearing is required.
- Each real property owner (if different from the applicant) as shown on the last assessment of the property of any land which is located within 1,000 feet of the property subject to the application for which the public hearing is required.
- The situs or actual address of all tenants and residents living on the subject property.
- All local government agencies which have reviewed and commented on the proposed development or Zoning Map amendment or which abut the subject property.
- All homeowners associations (HOAs) that govern land within 1,000 feet of the subject property as well as all persons or groups whose names are on the registry of persons and groups described above who are interested in receiving such notice.
- Neighbor attendees at all neighborhood meetings that signed in and provided contact information.

III. Notification Technique / Notice of Neighborhood Meeting

Citizens, registered neighborhoods, homeowners associations, and other interested parties affected by the applications as detailed above, were notified of the requests through an informational mailing, a sign posted on site with information regarding neighborhood meetings and public hearings, two organized neighborhood meetings, and other meetings with neighbors and the Ponderosa Trails HOA.

The Applicant conducted the following notice procedures:

a. Notices that set forth the purpose and substance of the proposed application, and the time, date and place of both neighborhood meetings and public hearings. The notices were sent by first class mail to the Contact List established in Section II of this Public Participation Plan.

b. A notarized copy of the mailing lists and affidavits of notification to affected property owners were submitted to the City of Flagstaff prior the public hearing and prior to neighborhood meetings.

c. Installation of one double sided one sign that was four feet by four feet in area on the property in a location clearly visible from a public right-of-way to adjacent residents setting forth the purpose, time, date, and place of the neighborhood meetings and public hearings once they were scheduled. The sign was installed a minimum of 10 days prior to the neighborhood meeting and updated 15 days prior to the public hearing.

d. The applicant submitted a notarized affidavit of posting and photographs of the signs posted on the subject property to city staff prior to the public hearing date and prior to the public meetings.

The City of Flagstaff was be responsible for placing the public hearing notices required by the Zoning Code in a newspaper of general circulation within the City.

IV. Neighborhood Meeting Format

The neighborhood meetings were held for a one hour period on the dates established by the applicant and approved by city staff. The first meeting was an open house format where residents can come in at any point during the one hour window and receive information from the development team about the proposal. Full size plans will be mounted to presentation boards and available for neighbors to view up close. The second meeting was a formal sit-down presentation to neighbors with exhibits projected on a screen. At both meetings, development team members presented information about the proposal and request, revisions made to the plans as a result of neighbor and city feedback, and answered questions raised by meeting attendees. Notes were taken by development team members during the meeting. A summary of both meetings are provided in the attached correspondence mailed to meeting attendees and city staff following each meeting. Also attached are sign-in sheets from each meeting.

V. Status Procedures

The Applicant kept the City of Flagstaff informed of the status of its citizen participation efforts. To do so, the Applicant provided the following to the City of Flagstaff, copies of which are attached to this report:

a. Details of techniques the applicant used to involve the public, including:

b. Dates and locations of neighborhood meetings;

   i. Copies of letters, notices, newsletters and other correspondence, including dates and numbers of mailings or deliveries;

   ii. A copy of the mailing list, and a summary of where residents, property owners, and potentially affected citizens receiving notices, newsletters, or other written materials were located;

   iii. The number and names of people that participated in the process based on the sign-in sheet for the meeting; and

   iv. A dated photograph of the sign installed in compliance with Flagstaff Zoning Code Section 10-20.30.060 (D)(6) as outlined above in Section III of the Citizen Participation Plan.

c. A summary of concerns, issues and problems expressed during the neighborhood meeting, including:

   i. The substance of the concerns, issues, and problems; and

   ii. The applicant's response to the comments received at the public meeting. The applicant's responses were included in the form of modifications to the site plan through revisions submitted to the city.

d. The applicant sent a copy of the written summary to all the people who recorded their names on the sign-in sheet for the meetings.

VI. Community Outreach Efforts

1.	Voluntary letter sent to neighborhood informing them of proposed development	January 16, 2018
2.	Individual meetings with homeowners on Goldrush Trail	February 5, 2018
3.	Additional meetings with homeowners on Goldrush Trail	February 22, 2018
4.	Mailed Notice Letters / Sign Posting for 1st Neighborhood Open House meeting	October 5, 2018
5.	Submit sign posting affidavit and copy of notice for 1st Neighborhood Open House meeting to staff	October 8, 2018
6.	Hold 1st Neighborhood Open House and Introduction of Proposal	October 18, 2018
7.	Attend & discuss proposed development at Ponderosa Trails Annual HOA Meeting	October 24, 2018
8.	Submitted a summary of the 1st Neighborhood Meeting to Staff and neighbors that attended the Neighborhood Open House meeting	October 26, 2018
9.	Formal Zoning Map Amendment Application	December 26, 2018
10.	Attend and preset to Ponderosa Trails HOA Board solutions to items previously raised by community including improved line of site from adjacent properties by lowering buildings through site grading, reduction in density, increase in open space, and driveway realignments to improve safety of driveways.	January 17, 2019
11.	Mailed Invitations / Sign Posting for 2nd Neighborhood Open House Meeting	February 19 & 20, 2019
12.	Submit sign posting affidavit and copy of notice for 2nd Neighborhood Open House meeting to staff	February 26, 2019
13.	Hold 2nd Neighborhood Open House Meeting	March 4, 2019
14.	Submitted a summary of the Neighborhood Meeting to Staff and neighbors that attended the meeting	March 13, 2019
15.	Mailed Notification Letter for Public Hearing	April 8, 2019
16.	Sign Posting for Public Hearing	April 8, 2019
17.	Submit affidavit of sign posting and public hearing notice mailing	April 9, 2019
18.	Update Site Posting for new Public Hearing dates	May 6, 2019
19.	Submit affidavit of sign posting and public hearing notice mailing	May 8, 2019

WITHEY MORRIS PLC
ATTORNEYS AT LAW

October 5, 2018

Re: Neighborhood Open House Meeting – Zoning Map Amendment Application for the Property Located along High Country Trail, Approximately 390 feet West of Lake Mary Road

Dear Property Owner, Resident or Neighborhood Association Leader:

This firm represents Trinsic Acquisition Company LLC (the "Applicant") regarding approximately 16.111 acres located west of the intersection of Lake Mary Road and High Country Trail as shown on the enclosed map (the "Property"). The Property is situated just south of I-17, runs south across High Country Trail, and is adjacent to multi-family residential, zoned Medium Density Residential (MR), on the west; multi-family residential, zoned High Density Residential (HR), on the southeast; a vacant parcel, zoned Highway (HC), on the northeast; and single-family residential, zoned Single Family Residential (R1). The Property is zoned Rural Residential (RR) and Estate Residential (ER).

The Applicant intends to develop Aura Flagstaff, a luxury multi-family residential community on the Property. In order to make this development become reality, an application is being filed with the City of Flagstaff to request approval of rezoning to the Medium Density Residential (MR). The purpose of this letter is simply to introduce ourselves and let you know what is intended to be developed.

The proposed multi-family community, branded as Aura Flagstaff, will include 173 highly amenitized units that are larger than those in most other multi-family communities. The development has been designed to provide civic and resident open space, protect existing natural resources and meet the City's Zoning Code provisions.

Trinsic develops high quality, amenity rich multi-family residential properties. Their custom design approach to each residential community is site specific and driven by natural features and local architectural character. Trinsic uses "best in class" planning and construction practices, emphasizing high-end finishes, distinctive design elements and a full complement of amenities. Trinsic's team, which has well over 100 years of combined experience in the industry, has developed numerous communities in the southwest and northwest areas of the country.

If you have any questions, want to meet the development team, or want to learn more about the proposed project, we invite you to attend the following open house meeting:

Date:	October 18, 2018
Time:	5:30 p.m. - 6:30 p.m.
Location:	The Flagstaff Aquaplex, 1702 N Fourth St, Flagstaff, AZ 86004

If you cannot attend, we would be happy to meet with you or answer any questions at your convenience. You may reach me at (602) 230-0600 or by e-mail at jessi@witheymorris.com. Thank you for your courtesy and consideration.

Sincerely yours,
WITHEY MORRIS PLC

By
Jessi Thornton

Enclosure

PHONE: 602-230-0600 FAX: 602-212-1787 2525 E. Arizona Biltmore Circle, Suite A-212, Phoenix, AZ 85016

AERIAL PARCEL MAP



3296 S LITZLER DR NO 501 LLC
10105 FLORENCE NE
ALBUQUERQUE, NM 87122

3448 LITZLER DRIVE LLC
4866 FAILTE LANE
FLAGSTAFF, AZ 86001

381 CATTLE LLC
6301 N 4TH DR
PHOENIX, AZ 85013

A & D FLAGSTAFF PROPERTIES LLC
3945 WESTWOOD CIR
FLAGSTAFF, AZ 86005

ALFRED ROBERT L & MELANIE J
378 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

ANDRESS MURRAY F & GINA G
3761 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

ANDRESS PAULA
3774 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

ANITA LENDERS LLC
8704 E CLUBHOUSE WAY
SCOTTSDALE, AZ 85255

ARCINIAGA NICOLAS A
3276 S LITZLER DR
FLAGSTAFF, AZ 86005

ARIZONA GAME & FISH COMMISION
5000 W CAREFREE HWY
PHOENIX, AZ 85086

Aspen Trail Homeowner's Association
323 S RIVER RUN RD NO 1
FLAGSTAFF, AZ 86001

AUZA FLAGSTAFF LLC
3378 S 16TH AVE
YUMA, AZ 85365

BAKER FAMILY LIVING TRUST DTD 8-28-17
3831 S WILD WEST TRL
FLAGSTAFF, AZ 86005

BATY ACE M III & KRISTY
3788 S WILD WEST TRL
FLAGSTAFF, AZ 86005

BECKWITH DUANE & KOSIK FRANCES TRUST DTD 03-31-08
230 E MOHAWK CIR
FLAGSTAFF, AZ 86005

BELL HEATHER A
146 E MOHAWK DR
FLAGSTAFF, AZ 86005

BENSON KATHERINE E & JAMES A
873 W COY DR
FLAGSTAFF, AZ 86005

BESLER KAYLA
126 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

BORSELLI GREGORY A & SHERI A LIVING TRUST DTD 12-9-11
4831 E RANCHO TIERRA DR
CAVE CREEK, AZ 85331

BORUNDA JONATHAN P & ERICA B
352 W OLD TERRITORY TRL
FLAGSTAFF, AZ 86005

BOYLE FAMILY LIVING TRUST DTD 4-19-11
75 W MEXICAN HAT TRL
FLAGSTAFF, AZ 86005

BROWN CRYSTAL
3225 S SANCTUARY LN
FLAGSTAFF, AZ 86001

BRUUN STEVEN & WENDY M
3876 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

CAHILL SUSAN L & DEREK D
3800 S WAGON TRL
FLAGSTAFF, AZ 86005

CARDENAS EDUARDO & ROSSY
5225 BELLAZZA CT
RENO, NV 89519

CARLSON ROBIN
3455 N BOYCE SPRING LN
TUCSON, AZ 85745

CARPENTER THOMAS M & KATHLEEN
3789 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

CARTWRIGHT ALAN & DAISY
150 W MEXICAN HAT TRL
FLAGSTAFF, AZ 86005

CHASAN JEANETTE
3822 S WILD WEST TRL
FLAGSTAFF, AZ 86005

CHEN YE
216 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

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CHERRY SPENCER C & JOANNE L CPWROS ; CHERRY JONATHAN A
4401 39TH ST
PHOENIX, AZ 85018

CHURCH OF THE RESURRECTION FLAGSTAFF INC
740 W UNIVERSITY HEIGHTS DR S
FLAGSTAFF, AZ 86005

CIULEI BRYCE
3770 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

COLES LAURA K
904 N BEAVER ST
FLAGSTAFF, AZ 86001

COLLINS FAMILY LIVING REVOCABLE TRUST DTD 4/15/08
3811 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

CONKLIN LIVING TRUST DTD 6-26-09
3875 MINING CAMP TRL
FLAGSTAFF, AZ 86005

COOK RALPH EDWARD & GAIL J REVOCABLE LIVING TRUST DTD 5-31-13
3808 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

Current Tenant
3378 S 16TH AVE
YUMA, AZ 85365

CUSTER JAMES & TAYLOR L
5172 OPAL RD
FLAGSTAFF, AZ 86005

DAHL JULIANNE & NATHAN
3755 S WILD WEST TRL
FLAGSTAFF, AZ 86005

D'ARPA JEFFREY C
80 W MEXICAN HAT TRL
FLAGSTAFF, AZ 86005

DE ALVA CHAD & BETHANY
3790 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

DEBOLD TOM C & MARY DELFINO
885 W COY DR
FLAGSTAFF, AZ 86005

DECHTER MICHAEL M & SARA E
126 W MEXICAN HAT TRL
FLAGSTAFF, AZ 86005

DEGHER DOUGLAS
423 E DAVID
FLAGSTAFF, AZ 86001

DENHAM CHRISTOPHER L
180 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

DERESHIWSKY MARY I
3508 S LITZLER DR
FLAGSTAFF, AZ 86005

DIVINE JILL
3786 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

DONNELLY F JAMES & PAMELA FAMILY REVOCABLE TRUST DTD 07-21-17
11170 N STARGAZER DR
TUCSON, AZ 85737

DORST KEVIN SURVIVOR'S TRUST (A TRUST)
6416 STANLEY AVE
SAN DIEGO, CA 92115

DU PREZ ROY J III
3256 S HUNTER PL
FLAGSTAFF, AZ 86005

ERAS LIONEL RUDOLPH TRUSTEE ; ERAS LR LVG TRUST DTD 1-23-01
8355 E VIA DEL BELLEZA
SCOTTSDALE, AZ 85258

ESTER CHARLES E JR & ALICE G REVOCABLE TRUST U/A DTD 06-02-98
11435 N 49TH DR
GLENDALE, AZ 85304

EVANS BRYAN M & ELLA M
401 BERTHA WAY
VINE GROVE, KY 40175

FARKAS URI & MEGAN
198 W GOLD RUSH TRL
FLAGSTAFF, AZ 86001

FARRELL CHRISTINE L
15844 DEVONWOOD WAY
SAN LORENZO, CA 94580

FERGUSON-WHORTON FAMILY TRUST UA DTD 07-01-02
592 W FAITHS WAY
FLAGSTAFF, AZ 86005

FERLAZZO LIVING TRUST DTD 12-16-14
9200 N ROUNDTREE RD
FLAGSTAFF, AZ 86001

FERRARO KATHLEEN
6052 ABINEAU CANYON DR
FLAGSTAFF, AZ 86004

FINE LEWIS H
3764 S WAGON TRL
FLAGSTAFF, AZ 86005

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3233 S SANCTUARY LN
FLAGSTAFF, AZ 86005

FLAGSTAFF CITY OF
211 W ASPEN AVE
FLAGSTAFF, AZ 86001

FRANCIS ANDREA K
3843 S WAGON TRAIL
FLAGSTAFF, AZ 86005

FRIEDMANN JILL MARIE KOELLING
110 E MOHAWK DR
FLAGSTAFF, AZ 86005

GARARD PATRICK L & JESSICA B
158 E MOHAWK DR
FLAGSTAFF, AZ 86005

GARCIA JOSE J & BERENICE
1517 E ALBA DR
CASA GRANDE, AZ 85122

GARGIONE RAE A
3748 S WILD WEST TRL
FLAGSTAFF, AZ 86001

GAULOCHER CHRISTINE
218 E MOHAWK DR
FLAGSTAFF, AZ 86005

GIBBS FAMILY LIVING TRUST DTD 07-23-11
204 E ZUNI DR
FLAGSTAFF, AZ 86005

GILB PROPERTIES LLC
12695 PICRUS ST
SAN DIEGO, CA 92129

GOBEIL JEFFREY R & MISTY A
849 W COY DR
FLAGSTAFF, AZ 86005

GODINEZ DANNY & LUCINDA BERNEY
3799 S WAGON TRL
FLAGSTAFF, AZ 86005

GOLDBLATT PHILIP H
3846 S WILD WEST TRL
FLAGSTAFF, AZ 86005

GREEN RYAN T & STEFANIE R
360 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

GUETSCHOW WALTER H DTD 7-16-08
3728 S WAGON TRL
FLAGSTAFF, AZ 86005

HANSON BRENT L
3504 S LITZLER DR
FLAGSTAFF, AZ 86005

HARADA DARLENE
707 E 4TH ST
PERRIS, CA 92570

HARJU CLAIRE B & RYAN
365 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

HAWTHORNE MARK & STEPHANIE MARTINEZ
112 W MEXICAN HAT TRL
FLAGSTAFF, AZ 86005

HIGH COUNTRY/FLAGSTAFF LP
4745 N 7TH STREET SUITE 110
PHOENIX, AZ 85014

HOOVER WILLIAM J
3781 S WAGON TRL
FLAGSTAFF, AZ 86005

HORR KENNETH & ROSEMARY J
3503 S COCOPAH DR
FLAGSTAFF, AZ 86005

HUNNICUTT TIMOTHY E & SHARON T TRUSTEES ; HUNNICUTT FAMILY TRUST DTD 1/31/02
737 W LYNWOOD
PHOENIX, AZ 85007

HUNZIKER KELLY
3763 S WILD WEST TRL
FLAGSTAFF, AZ 86005

IANNONE DAVID & LISA
15645 S 5TH ST
PHOENIX, AZ 85048

JARCHOW LARRY LEE & JANET M
3825 S WILD WEST TRL
FLAGSTAFF, AZ 86005

JONES JAYME L
3306 S LITZLER DR
FLAGSTAFF, AZ 86005

JORDON TERRY & LAURA
3834 S WAGON TRL
FLAGSTAFF, AZ 86005

KERSH JOHN D & JANET M
1814 E FRIESS DR
PHOENIX, AZ 85022

KINZEL MARYANN F
3876 S OXBOW LOOP
FLAGSTAFF, AZ 86005

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3810 S WILD WEST TRL
FLAGSTAFF, AZ 86005

KRAFT NICHOLAS J W
177 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

KRAGH JANET K REVOCABLE TRUST DTD 07-18-95
3262 S LITTLE DR
FLAGSTAFF, AZ 86005

LEMON JEFFREY C & DEBRA L
162 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

LICINI JOHN J II
3286 S LITZLER DR
FLAGSTAFF, AZ 86005

LOMBARDO DENNIS & REBECCA
5570 E FAIRWAY TRL
CAVE CREEK, AZ 85331

LOPEZ ALFREDO G & EVA F
3484 S LITZLER DR
FLAGSTAFF, AZ 86005

LUMPKINS CHARLES EMERSON
313 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

LUNDIN PROPERTIES INVESTMENTS LLC
781 YOSEMITE DR
LAKE HAVASU CITY, AZ 86406

MAHONEY SHAWN T
3066 W RIDGEVIEW DR
FLAGSTAFF, AZ 86001

MARQUARDT WILLIAM J & MARY MARTIN DECLATION OF TRUST DTD 9-26-96
PO BOX 2603
AVILA BEACH, CA 93424

MARSTERS AARON E & NICKI C
3801 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

MARTINEZ EMELINE LIVING TRUST DTD 8-2-18
3817 S WILD WEST TRL
FLAGSTAFF, AZ 86001

MARTINEZ MACLOVIO & VERA
1904 N EAST ST
FLAGSTAFF, AZ 86004

MENARD RA & WL RVCBL TRUST DTD 6/29/06
3834 S WILD WEST TRL
FLAGSTAFF, AZ 86005

MESERVE STEPHEN
3751 S WILD WEST TRL
FLAGSTAFF, AZ 86005

MILLER THOMAS & DARLENE TRUST DTD 4-4-13
5959 W LONE CACTUS DR
GLENDALE, AZ 85308

MOUNTAIN SCHOOL INC
311 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

MOZIE NORMAN DANNY & KALIA L MARRIOTT-MOZIE KALIA L
3217 S SANCTUARY LN
FLAGSTAFF, AZ 86005

MYERS MARY CYNTHIA AKA MYERS CYNTHIA
3726 S WILD WEST TRL
FLAGSTAFF, AZ 86005

NEISES PAMELA J
3804 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

OHAGAN MICHAEL & JENNIFER
349 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

ONDREJECH DAVID ANTHONY & MARIA M
3199 S DEBBIE ST
FLAGSTAFF, AZ 86001

OROZCO CLINT ANTHONY & LISA M
3746 S WAGON TRL
FLAGSTAFF, AZ 86005

P41 LLC
16192 N 157TH AV
SURPRISE, AZ 85374

PAHLER MULTI-FAMILY FOUR LLC
2309 N WALNUT RIDGE LANE
FLAGSTAFF, AZ 86004

PALM DANIEL FRANK & LILIANE
3776 S WILD WEST TRL
FLAGSTAFF, AZ 86005

PARKER FAMILY TRUST DTD 7-12-06
3842 S WAGON TRL
FLAGSTAFF, AZ 86005

PARTNERSHIP FOR QUALITY AFFORDABLE ; HOUSING NO 4
8585 E BELL RD STE 104
SCOTTSDALE, AZ 85260

PASEIRO DANIEL
3981 S NICHOLAS ST
FLAGSTAFF, AZ 86005

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PATRICK JASON W & YADIMI ADLAON
589 W FAITHS WAY
FLAGSTAFF, AZ 86005

PAUL PROPERTIES LLC
3847 W MARIPOSA GRANDE
GLENDALE, AZ 85310

PENDLEY LISA D TRUST RESTATED 02-03-08
1935 VINE ST
EL CENTRO, CA 92243

PLATO HOLDINGS X LLC
9411 E CALLE DE LAS BRISAS
SCOTTSDALE, AZ 85255

PORTER MICHAEL ROBERT
8325 E ANGUS DR
SCOTTSDALE, AZ 85251

PRAGER BRIAN M & TAMMARA A
495 W OLD TERRITORY TRL
FLAGSTAFF, AZ 86005

RED ROCK TABLE ROCK ASSOC LLC
8427 N MILBROOK RD STE 110
FRESNO, CA 93720

REZNICK NW FMLY TR C/U THE ALCOVE TRUST DTD 11-29-04
PO BOX 880123
STEAMBOAT SPRINGS, CO 80488

ROBERTS RICKY LEE & JULIE A
122 E MOHAWK DR
FLAGSTAFF, AZ 86005

SANDOVAL FAUSTINO E
370 W OLD TERRITORY TRL
FLAGSTAFF, AZ 86005

PATTERSON DANIEL M & AYSUN
1900 W NICKERSON ST NO 116 B-17
SEATTLE, WA 98119

PEASE LIVING TRUST DTD 11-01-06
1962 N CRESCENT DR
FLAGSTAFF, AZ 86001

PETTIT BRIENNE & JAMES
268 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

PLEGER JEFF SCOTT
3428 S LITZLER DR
FLAGSTAFF, AZ 86005

POUENMUANG ARIN
396 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

PRESTON WM R JR TRUSTEE ; PRESTON FAMILY TRUST U/A DTD 12-1-86
PO BOX E
FLAGSTAFF, AZ 86002

REIFF GREG W
138 W MEXICAN HAT TRL
FLAGSTAFF, AZ 86005

RICE ROBERT & BETHANY
3209 S SANCTUARY LN
FLAGSTAFF, AZ 86005

ROSE CRAIG S & LORRAINE L
3739 S WILD WEST TRL
FLAGSTAFF, AZ 86005

SAVOY MICHAEL R
613 W MARTY'S WAY
FLAGSTAFF, AZ 86005

PATTON FRANK JR & VONDA L
1325 MOUNTAINAIRE RD
FLAGSTAFF, AZ 86005

PENDLEY LD TRUST DTD 06-08-93
1578 W BRIGHTON AVE
EL CENTRO, CA 92243

PHELPS BRIAN & DANIELLE
182 E MOHAWK DR
FLAGSTAFF, AZ 86005

PONDEROSA TRAILS HOMEOWNERS ASSOC INC
323 S RIVER RUN RD NO 1
FLAGSTAFF, AZ 86001

PRAGER BRIAN M & TAMMARA A
495 W OLD TERIITORY TRAIL
FLAGSTAFF, AZ 86005

QUEEN DONALD G & DANETTE M
861 W COY DR
FLAGSTAFF, AZ 86005

REILLY HELENA PEREZ
3437 S LITZLER DR
FLAGSTAFF, AZ 86005

ROBERTS DENNIS E
4006 S JOSEPH ST
FLAGSTAFF, AZ 86005

SANCTUARY HOMEOWNERS ASSOCIATION INC
2020 N RIO DE FLAG DR
FLAGSTAFF, AZ 86004

SCHMIERER ADELAIDE M 1988 REVOCABLE TRUST
1120 NYE ST NO 320
SAN RAFAEL, CA 94901

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578 MILLER CREEK RD
SAN RAFAEL, CA 94903

SELLERS SHANNON R
3417 S COCOPAH DR
FLAGSTAFF, AZ 86005

SIDHU FMLY TRUST DTD 11/15/04
4635 ALLENDE AVE
OCEANSIDE, CA 92057

SIMMONS MITCHELL A
24688 N 106TH LN
PEORIA, AZ 85383

SIMON EUGENE C & MARSHA A
781 UNIVERSITY HTS DR S
FLAGSTAFF, AZ 86005

Sinclair Springs Townhome Association Inc
323 S RIVER RUN RD NO 1
FLAGSTAFF, AZ 86001

SK5-ELA LLC
500 N MARKET PLACE DR NO 101
CENTERVILLE, UT 84014

SMITH AMY R
2738 FRED BREEN
FLAGSTAFF, AZ 86005

SMITH LINDA D
134 E MOHAWK DR
FLAGSTAFF, AZ 86005

STASKEY PATRICK
206 E MOHAWK DR
FLAGSTAFF, AZ 86005

STEVENS FREDERICK M
44007 N 49TH DR
PHOENIX, AZ 85087

STOFFERS WILLIAM H
2530 BLUE HORIZON RD
SEDONA, AZ 86336

STRIEBY CAROL
855 W SOUTHERN AVE NO 1036
MESA, AZ 85210

TAMAYO ENTERPRISES LLC
PO BOX 52085
PHOENIX, AZ 85072

TAYLOR ANDREW & JESSICA
98 W MEXICAN HAT
FLAGSTAFF, AZ 86005

TEN ELENA
2730 W JACLYN DR
FLAGSTAFF, AZ 86001

THOMPSON SHERRIE LIVING TRUST DTD 3/14/17
3434 S LITZLER DR
FLAGSTAFF, AZ 86005

TIMBER TRAILS APARTMENTS/FLAGSTAFF LLC
4745 N 7TH ST STE 110
PHOENIX, AZ 85014

TOPE JOSHUA GREGORY & REBECCA L
3464 S LITZLER DR
FLAGSTAFF, AZ 86005

TORRES MARIO
213 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

TWO DOGS PROPERTIES LLC
5133 E KATHLEEN RD
SCOTTSDALE, AZ 85254

VALLEN GARY & KIM TRUST DTD 10-09-13
1655 N KITTREDGE RD
FLAGSTAFF, AZ 86001

VIRTU VLM I BORROWER LLC
5973 AVENIDA ENCINAS STE 220
CARLSBAD, CA 92008

WARREN MEGHAN
231 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

WATSON JR REVOCABLE TRUST DTD 11-28-06
2556 CANYON RD
ESCONDIDO, CA 92025

WEBB FAMILY LIVING TRUST
2137 E NICOLET AVE
PHOENIX, AZ 85020

WEIDINGER JESSE & MAGGIE JT
PO BOX 3745
FLAGSTAFF, AZ 86003

WEIMER WILLIAM DAVID & DANITA LOUISE
3858 WAGON TRL
FLAGSTAFF, AZ 86005

WERTZ ROBERT W JR & DEBORAH V
11050 MARGARET WAY
FLAGSTAFF, AZ 86004

WEST LAURA JO
3850 S WAGON TRAIL
FLAGSTAFF, AZ 86005

WHITE CLINT J & DEBRA L
3793 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

WU DI
3884 S MINING CAMP TRL
FLAGSTAFF, AZ 86005

ZITTERKOPF FAMILY TRUST DTD 02-08-00
3120 ROSS AVE
KINGMAN, AZ 86401

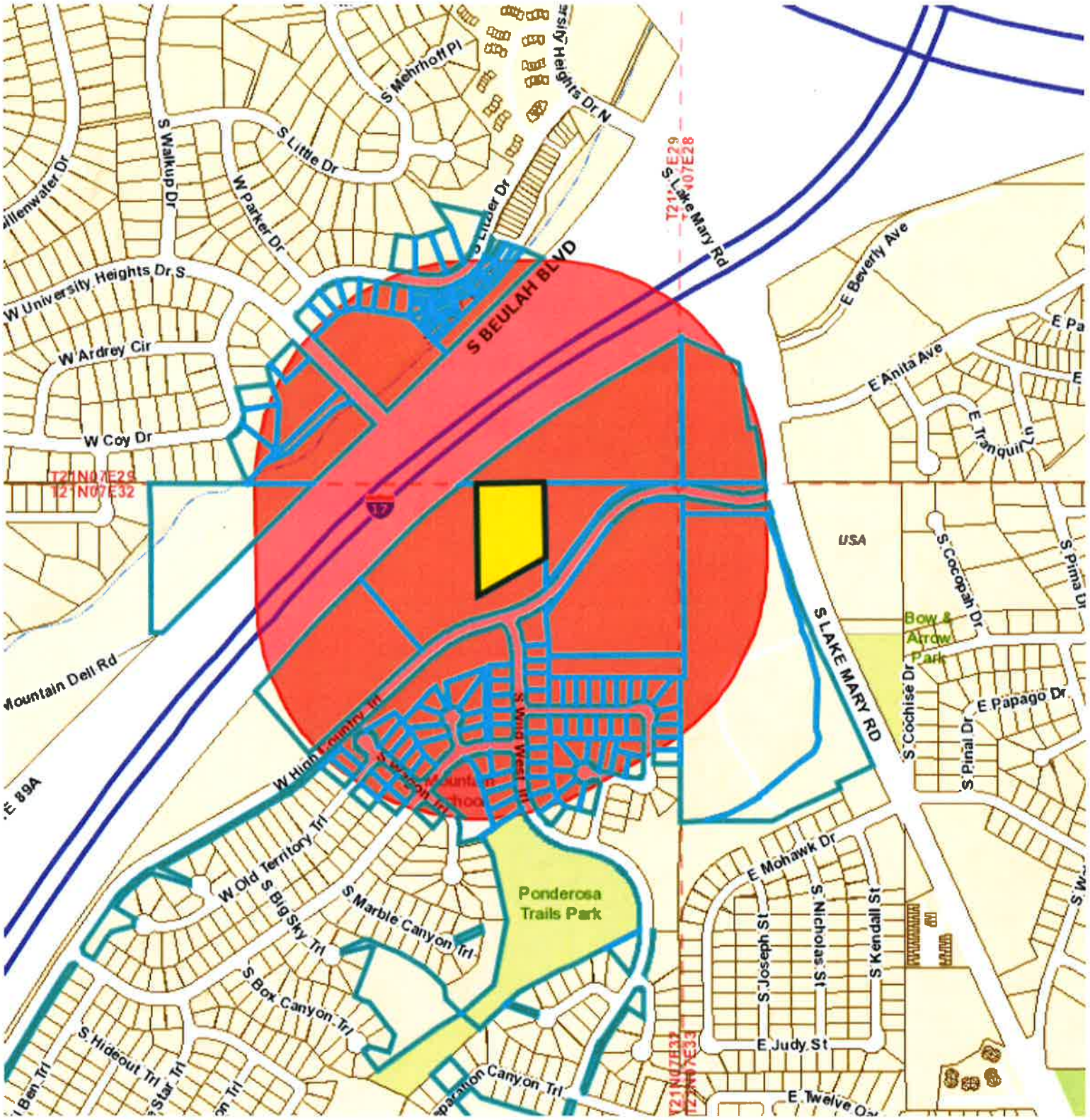
WILLEY NICHOLAS G & MARSHA S
8312 E SANDSTONE DR
TUCSON, AZ 85750

WW FAMILY TRUST DATED 10-12-92
3974 S NICHOLAS ST
FLAGSTAFF, AZ 86005

ZODA TRAVIS J
252 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

WOOLVERTON JOSEPH DONALD & CLAUDIA LEA
PO BOX 604
TALIHINA, OK 74571

YATES BRANDON
194 E MOHAWK DR
FLAGSTAFF, AZ 86005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Sky Heights Dr N
S Walkup Dr
S Little Dr
W Parker Dr
S Leader Dr
T21N07E29
T21N07E28
S Lake Mary Rd
S BEULAH BLVD
E Beverly Ave
W University Heights Dr S
W Ardrey Cir
E Anita Ave
E Tranquil Ln
W Coy Dr
T21N07E29
T21N07E32
USA
S Cocopah Dr
S Pima Dr
Bow & Arrow Park
S LAKE MARY RD
Mountain Dell Rd
S Cochise Dr
E Papago Dr
S Pinal Dr
W High Country Trl
S Windy Wash Trl
W Old Territory Trl
S Big Sky Trl
S Marble Canyon Trl
Ponderosa Trails Park
E Mohawk Dr
S Joseph St
S Nicholas St
S Kendall St
S Box Canyon Trl
S Hideout Trl
E Judy St
Vacation Canyon Trl
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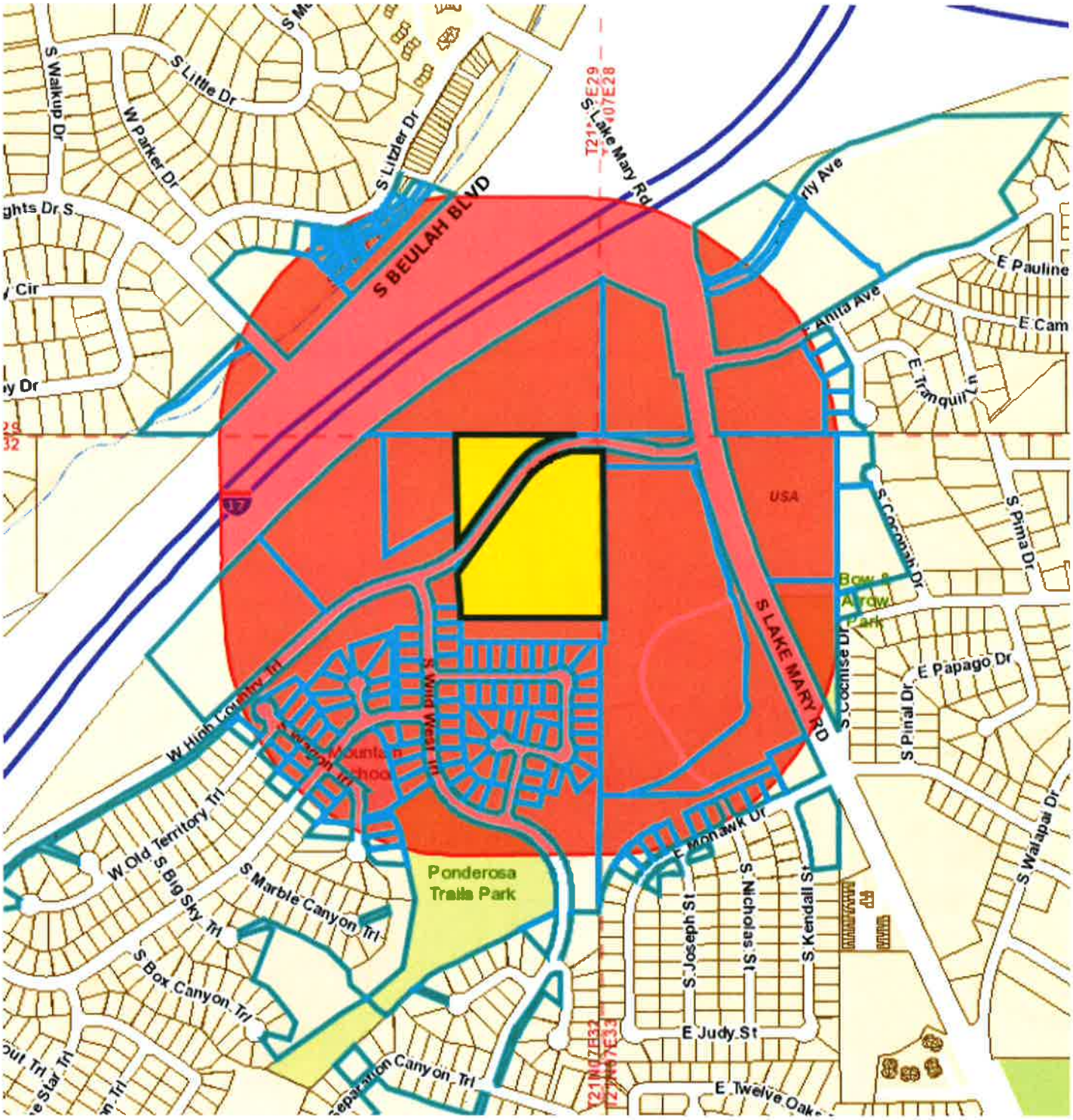
T21N07E33
E Twelve Oa


S Walkup Dr
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S Litzler Dr
S BEULAH BLVD
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T21N R7E29
T21N R7E28
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E Cam
E Tranquil Ln
S Pima Dr
S Cocopah Dr
S Cochise Dr
E Papago Dr
S Pinal Dr
S Maricopa Dr
S LAKE MARY RD
USA
Bow & Arrow Park
W High Country Trl
W Old Territory Trl
S Big Sky Trl
S Marble Canyon Trl
S Box Canyon Trl
Ponderosa Trails Park
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S Nicholas St
S Kendall St
E Judy St
E Twelve Oak
Separation Canyon Trl
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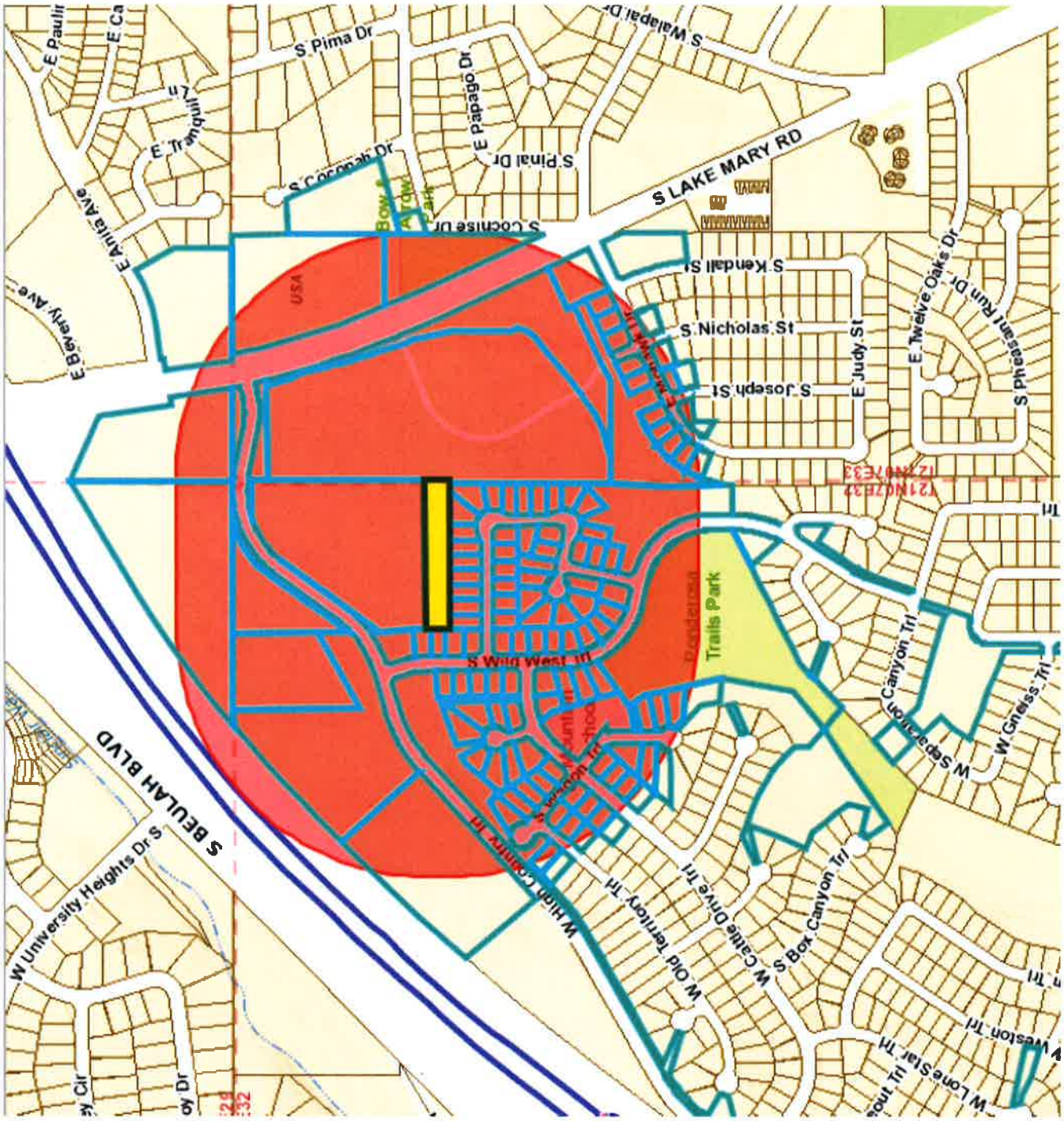
T21N R7E33


S Pima Dr
S Walapai Dr
E Papago Dr
S Pinal Dr
S Coconah Dr
S Cochise Dr
S LAKE MARY RD
E Anita Ave
E Beverly Ave
USA
S Kendall St
S Nicholas St
S Joseph St
E Judy St
E Twelve Oaks Dr
S Pheasant Run Dr
Ponderosa Trails Park
S Wild West Trl
W Separation Canyon Trl
W Gneiss Trl
S BEULAH BLVD
W University Heights Dr S
W High Country Trl
W Old Territory Trl
W Cattle Drive Trl
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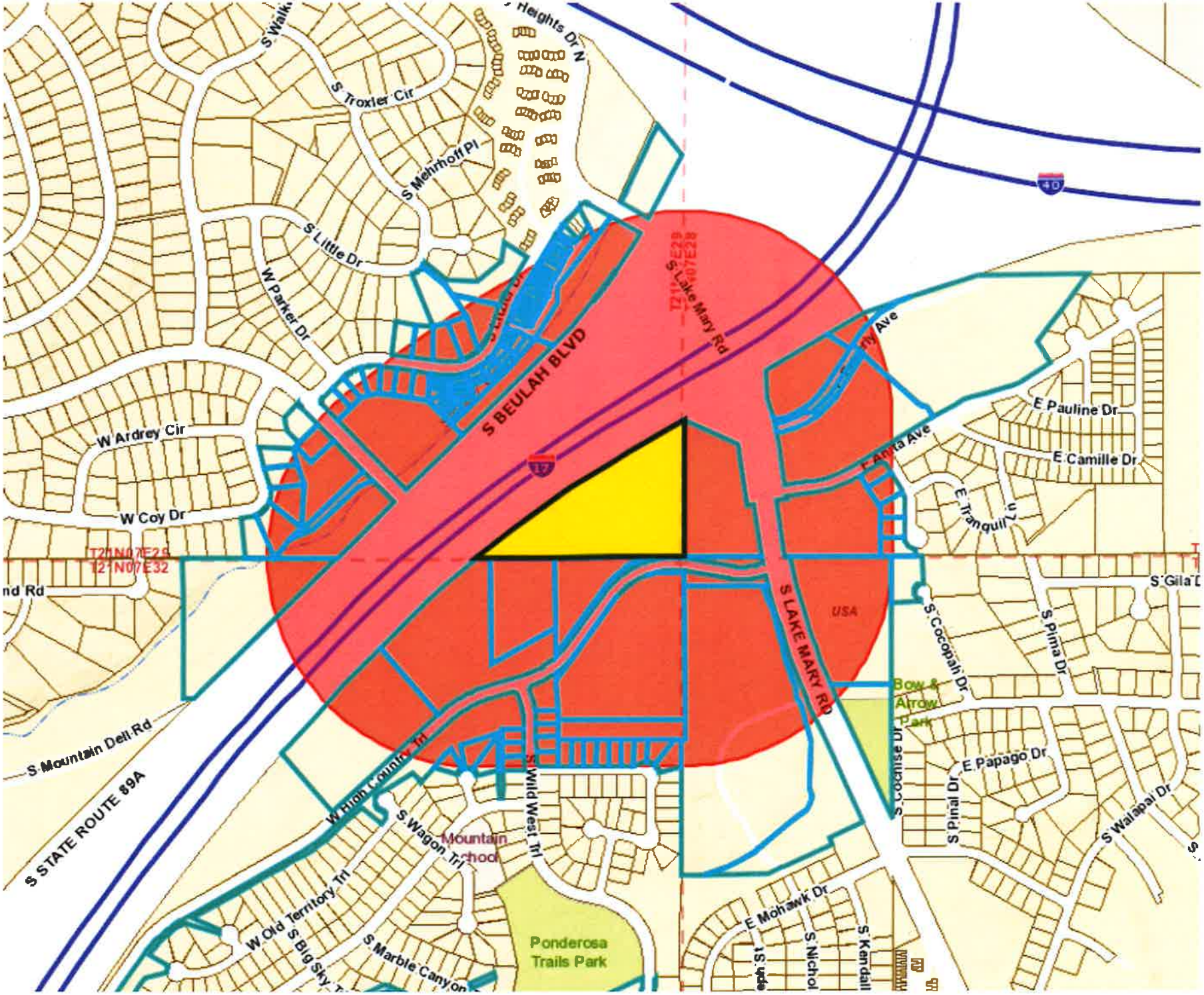
W Weston Trl
W Lone Star Trl



S Troxler Cir
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S Little Dr
W Parker Dr
S BEULAH BLVD
S Lake Mary Rd
W Ardrey Cir
W Coy Dr
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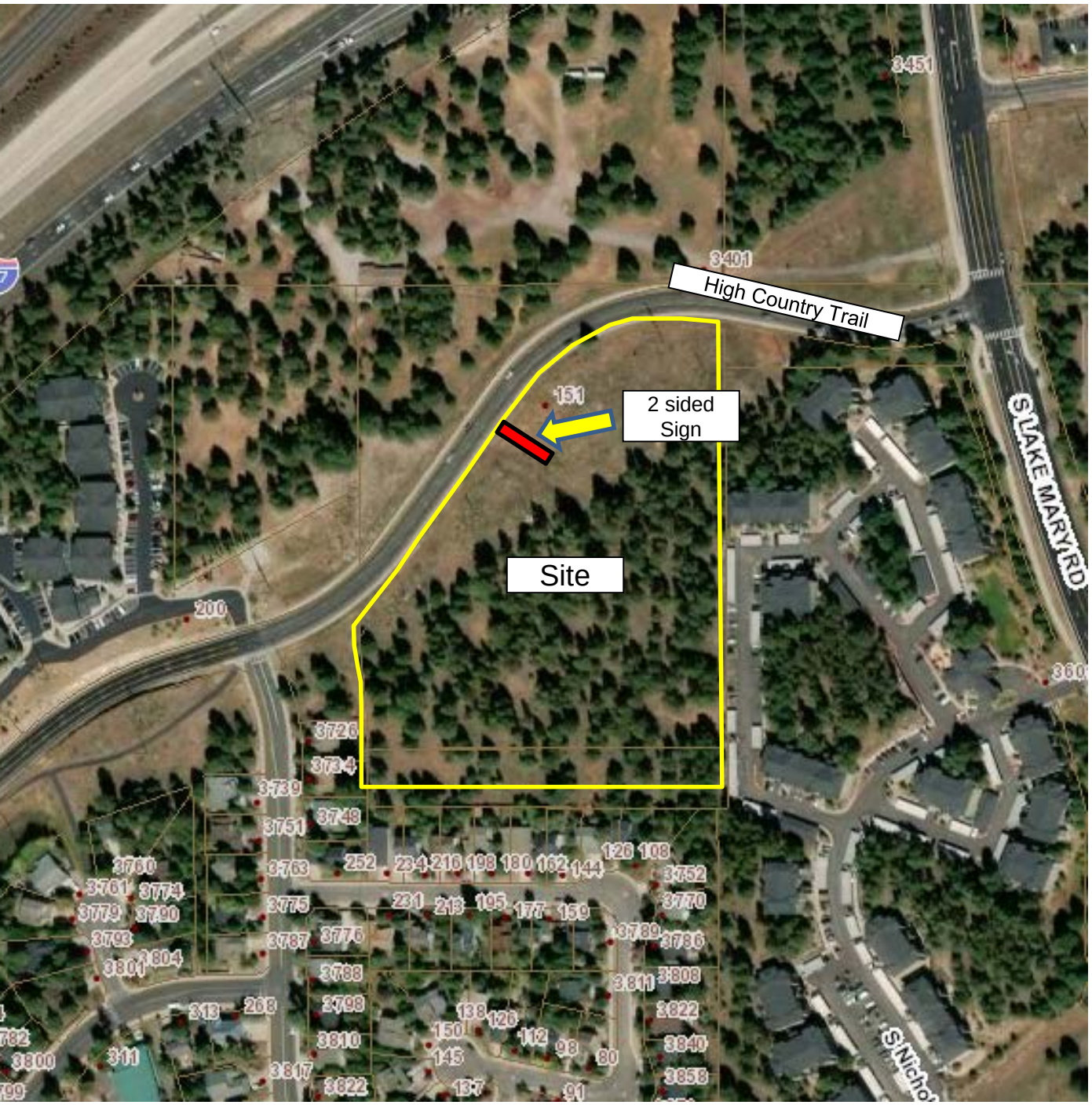
T21N07E32
E Pauline Dr
E Camille Dr
E Anita Ave
E Tranquil Ln
S Gila
S Cocopah Dr
S Pima Dr
USA
S LAKE MARY RD
Bow & Arrow Park
S Cochise Dr
E Papago Dr
S Pinal Dr
S Walapai Dr
S Mountain Dell Rd
S STATE ROUTE 89A
W High Country Trl
S Wagon Trl
S Wild West Trl
Mountain School
W Old Territory Trl
S Big Sky
S Marble Canyon
Ponderosa Trails Park
E Mohawk Dr
S Nichol
S Kendall

AERIAL PARCEL MAP



N

Affidavit of Sign Posting

Case Number: PZ-17-00218-02

Project Name: Aura Flagstaff

Applicant Name: Jason Morris / Withey Morris PLC

Location: West of the Southwest Corner of Lake Mary Rd and High Country Trail

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the **applicant** for public hearings in the City of Flagstaff shall post signs as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property 15 days prior to the hearing and to update the hearing information on the sign until final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within seven (7) days after the final disposition of the case.**

I confirm that the site has been posted as detailed in Section 10-20.30.080 of the Zoning Code as well as the Public Hearing Notice Sign Specifications included in this application for the case above and the site was posted at least fifteen (15) days prior to the public hearing.

See attached date stamped photo exhibit of posted signs.

Applicant's/Representative's Signature: _____

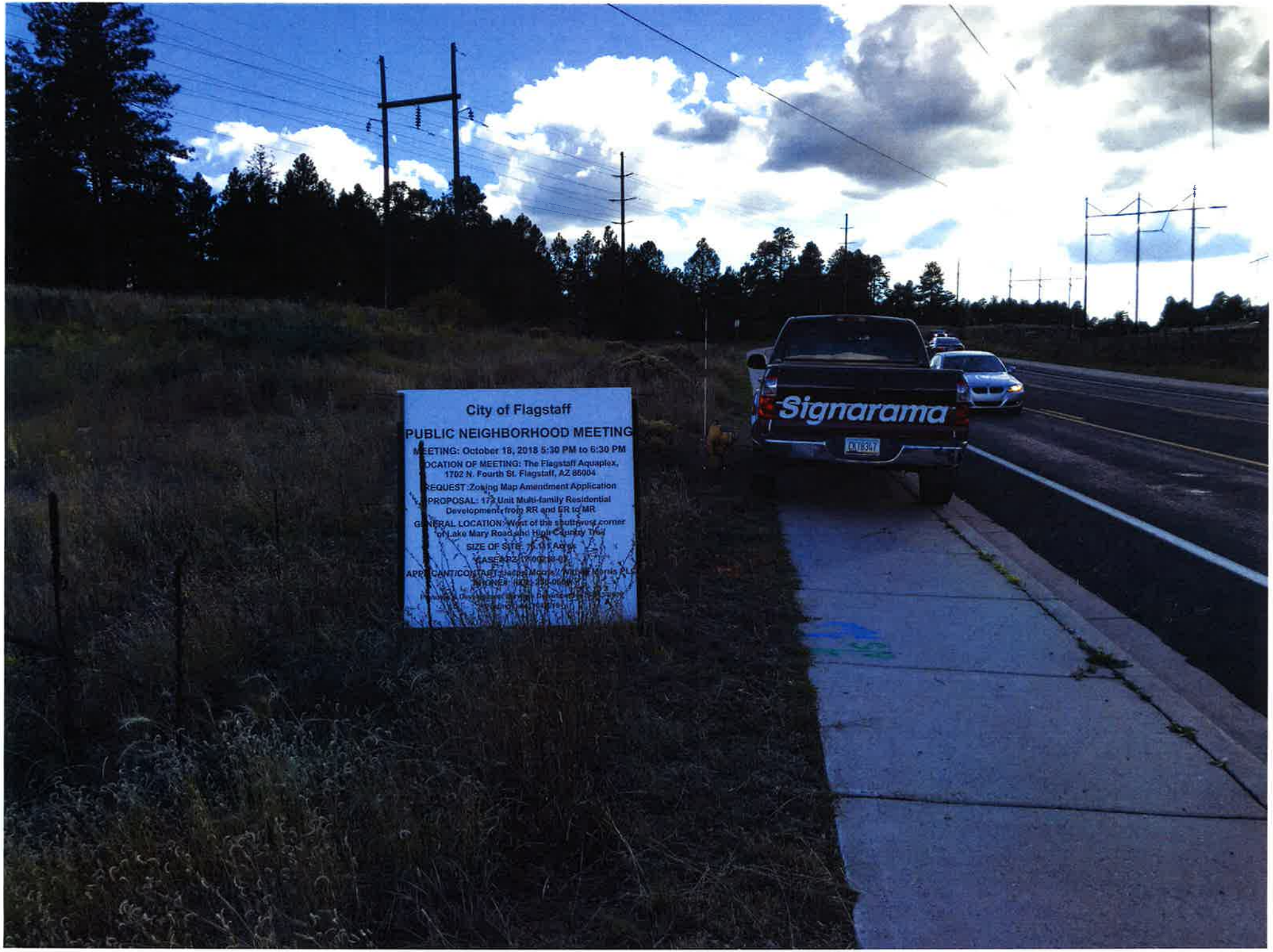
SUBSCRIBED AND SWORN before me this 8th day of October, 2018 by:

Audry Millard
Notary Public

AUDRY MILLARD
Notary Public, State of Arizona
Maricopa County
My Commission Expires
May 22, 2021

My Commission Expires:

May 22, 2021


City of Flagstaff
PUBLIC NEIGHBORHOOD MEETING
MEETING: October 18, 2018 5:30 PM to 6:30 PM
LOCATION OF MEETING: The Flagstaff Aquaplex, 1702 N. Fourth St. Flagstaff, AZ 86004
REQUEST :Zoning Map Amendment Application
PROPOSAL: 173 Unit Multi-family Residential Development, from RR and ER to MR
GENERAL LOCATION: West of the southwest corner of Lake Mary Road and High Country Trail
Signarama


City of Flagstaff
PUBLIC NEIGHBORHOOD MEETING
MEETING: October 18, 2018 5:30 PM to 6:30 PM
LOCATION OF MEETING: The Flagstaff Aquaplex, 1702 N. Fourth St. Flagstaff, AZ 86004
REQUEST :Zoning Map Amendment Application
PROPOSAL: 173 Unit Multi-family Residential Development- from RR and ER to MR
GENERAL LOCATION: West of the southwest corner of Lake Mary Road and High Country
SIZE OF SITE: 16.111 Acres
CASE# PZ-1
APPLICANT/CONTACT: Jason Morris / Withey
PHONE#: (602) 230-0600
Posting Date: 10/08/18

Jessi Thornton

From: Jessi Thornton
Sent: Tuesday, October 9, 2018 9:22 AM
To: 'Alaxandra Pucciarelli'
Cc: Tristan Charlesworth
Subject: RE: Aura Flagstaff - Sign Posting Affidavit

Sounds great! See you then.

Jessi Thornton
Withey Morris, PLC
2525 E. Arizona Biltmore Circle, Ste A-212
Phoenix, AZ 85016
602-230-0600 – Main
602-346-4618 – Direct
602-510-3654 – Mobile

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From: Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov>
Sent: Tuesday, October 9, 2018 9:04 AM
To: Jessi Thornton <jessi@witheymorris.com>
Cc: Tristan Charlesworth <TCharlesworth@trinsicres.com>
Subject: RE: Aura Flagstaff - Sign Posting Affidavit

Hi Jessi-

The mailing affidavit is not required for the neighborhood meeting- just for public hearings. I am good with the information you have provided so far- the letter, the list on contacted neighbors, the photo of the posted sign, and the CPP.

I am required to attend your neighborhood meeting on the 18th. See you then!

Alaxandra Pucciarelli
Planning Development Manager
Current Planning Program
211 W. Aspen Avenue
Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Jessi Thornton <jessi@witheymorris.com>
Sent: Monday, October 8, 2018 4:21 PM
To: Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov>
Cc: Tristan Charlesworth <TCharlesworth@trinsicres.com>
Subject: Aura Flagstaff - Sign Posting Affidavit

Alax,

Please find the attached sign posting affidavit with photos of the signs for the Aura Flagstaff neighborhood meeting, posted on Friday, October 5th.

Is there an affidavit for the notice mailing that we can complete and submit as well?

Thanks,

Jessi Thornton
Withey Morris, PLC
2525 E. Arizona Biltmore Circle, Ste A-212
Phoenix, AZ 85016
602-230-0600 – Main
602-346-4618 – Direct
602-510-3654 – Mobile

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WITHEY MORRIS PLC
ATTORNEYS AT LAW

November 1, 2018

Re: Neighborhood Open House Meeting Summary – Zoning Map Amendment Application for the Property Located along High Country Trail, Approximately 390 feet West of Lake Mary Road

Dear Property Owner, Resident or Neighborhood Association Leader:

The purpose of this letter is to provide you with the enclosed summary of the neighborhood open house meeting you attended regarding the proposed zoning map amendment application for the property located west of the southwest corner of Lake Mary Road and High Country Trail.

As discussed at the meeting, this firm represents Trinsic Acquisition Company LLC (the "Applicant") regarding approximately 16.111 acres at this location (the "Property"). The Property is situated just south of I-17, runs south across High Country Trail, and is adjacent to multi-family residential, zoned Medium Density Residential (MR), on the west; multi-family residential, zoned High Density Residential (HR), on the southeast; a vacant parcel, zoned Highway (HC), on the northeast; and single-family residential, zoned Single Family Residential (R1). The Property is zoned Rural Residential (RR) and Estate Residential (ER).

The Applicant intends to develop Aura Flagstaff, a luxury multi-family residential community on the Property. In order to make this development become reality, an application is being filed with the City of Flagstaff to request approval of rezoning to the Medium Density Residential (MR). The purpose of this letter is simply to introduce ourselves and let you know what is intended to be developed.

The proposed multi-family community, branded as Aura Flagstaff, will include 173 highly amenitized units that are larger than those in most other multi-family communities. The development has been designed to provide civic and resident open space, protect existing natural resources and meet the City's Zoning Code provisions.

Trinsic develops high quality, amenity rich multi-family residential properties. Their custom design approach to each residential community is site specific and driven by natural features and local architectural character. Trinsic uses "best in class" planning and construction practices, emphasizing high-end finishes, distinctive design elements and a full complement of amenities. Trinsic's team, which has well over 100 years of combined experience in the industry, has developed numerous communities in the southwest and northwest areas of the country.

If you were not already on the mailing list for all notices regarding this proposed application, your contact information has been added. Should you want to discuss the project further, we would be happy to meet with you and answer any questions at your convenience. You may reach me at (602) 230-0600 or by e-mail at jessi@witheymorris.com. Thank you for your courtesy and consideration.

Sincerely yours,
WITHEY MORRIS PLC

By
Jessi Thornton

Enclosures

PHONE: 602-230-0600 FAX: 602-212-1787 2525 E. Arizona Biltmore Circle, Suite A-212, Phoenix, AZ 85016

WITHEY MORRIS PLC
ATTORNEYS AT LAW

PHONE: 602-230-0600
FAX: 602-212-1787
2525 E. Arizona Biltmore Circle, Suite A-212, Phoenix, AZ 85016

MEMORANDUM

To: City of Flagstaff

FROM: Jason B. Morris

DATE: October 26, 2018

RE: Neighborhood Meeting Summary (PZ-17-00218-02)

The following is a summary of the neighborhood meeting held on October 18, 2018 regarding the rezoning of the property located west of the southwest corner of Lake Mary Road and High Country Trail (PZ-17-00218-02). There were six development team members present to explain the proposed development and answer questions. It was held at the The Flagstaff Aquaplex, 1702 N Fourth St, Flagstaff, AZ 86004 and approximately 38 neighbors attended. Sign-in sheets, comment cards, the neighbor notification letter, and mailing labels are attached to this memorandum. The main points of discussion were as follows:

- An introduction of the project team to meeting attendees.
- An explanation of the purpose of the neighborhood meeting.
- A description of the proposed project was provided, including its location, as shown on a context map.
- A description was provided of what is allowed under the current zoning and what will be allowed if the rezoning request is granted.
- An explanation of what happens to the feedback received at the meeting was provided.
- The anticipated timeline for the public hearing process was shared.
- The next steps in the project including review and approval of site plan, civil plans and construction drawings was shared.
- The purpose of the rezoning request and an overview the proposed development was presented by the development team.
- Discussions about the appropriateness of the proposed use, density and overall unit count. The adjacent uses and zoning to the north, east, west, and south were discussed.
- Discussions about the average unit size, number of units, anticipated rents, and the inclusion of affordable units.
- Discussions about traffic circulation for the site, access from High Country Trail and surface and garage parking. Neighbors expressed concern with current traffic in the area, particularly at the intersection of Lake Mary Road and High Country Trail. Information was shared regarding level of service at this intersection and the total number of trips to be generated daily and at AM and PM peak hours by the proposed project as outlined in the Traffic Impact Statement submitted to the City with the site plan review application. Additionally, some attendees expressed interest in understanding the right-of-way width and any opportunities to widen or restripe High Country Trail to help mitigate Peak traffic on High Country Trail at the Lake Mary Road intersection.
- Discussions regarding the parking ratios for the proposed development and specific size/number of bedrooms for each unit.
- Discussions regarding the overall proposed design and architecture, including building materials, setbacks, building heights and property grade changes. Immediately adjacent neighbors expressed particular interest in

building heights and building setbacks and privacy in backyards. The team discussed line of site studies to provide greater detail about the building heights and impact on adjacent properties and views. The design of the 2-story carriage units along the south property line were discussed with adjacent neighbors, which includes no south facing windows on the first floor and only clerestory windows on the second floor.

Neighbor comments were received about the above discussion points and the following:

- Neighbor comments regarding safety of the site and how safety on site would be maintained after development.
- Neighbor comments about property value and the impacts of the proposed development on the surrounding properties.
- Neighbor comment received about access to water for the site and there is an adequate supply for the proposed development.
- Neighbor comment received regarding proposed landscaping and a request to plant frit and edible berry trees in the civic open space areas, and to ensure non-native plants are not planted on site.
- Neighbor comment received regarding a bus stop and pull out being added along High Country Trail to help with traffic congestion.
- Neighbor comment received about the desire to preserve of the ponderosa pines on site.

The feedback and questions generated during the meeting and on the comment cards completed by attendees will continue to be processed and considered during updates and revisions to the project's plans. The team will continue to reach out to neighbors and answer questions, as well as provide additional information regarding the process and timeline as outlined in the Citizen Participation Plan. All meeting attendees will be added to the notification mailing list moving forward, if not already on the list due to the boundary of the notification area as defined by the City.

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FLAGSTAFF, AZ 86005

BLANCHARD DAVID
3892 S MARBLE CANYON TRAIL
FLAGSTAFF, AZ 86005

BURTON BRYAN
686 W OLD TERRITORY TRAIL
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FLAGSTAFF, AZ 86005

COLEMAN VICTORIA
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FLAGSTAFF, AZ 86005

DENHAM CHRISTOPHER L
180 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

DODGE RALPH
4815 S BRIGHT ANGEL TRAIL
FLAGSTAFF, AZ 86005

FARKAS URI & MEGAN
198 W GOLD RUSH TRL
FLAGSTAFF, AZ 86001

FARRELL CHRISTINE L
15844 DEVONWOOD WAY
SAN LORENZO, CA 94580

GLAU A COURTNEY
4870 BRIGHT ANGEL TRAIL
FLAGSTAFF, AZ 86005

GOLDBLATT PHILIP H
3846 S WILD WEST TRL
FLAGSTAFF, AZ 86005

HILLIARD CHRISTY
94 W GNEISS TRAIL
FLAGSTAFF, AZ 86005

JOHNSON KEVIN
93 W SEPARATION CANYON TRAIL
FLAGSTAFF, AZ 86005

LEMON JEFFREY C & DEBRA L
162 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

LOMBARDI ANGEL
180 W GOLD RUSH TRAIL
FLAGSTAFF, AZ 86005

MICHAEL LUEY
711 W OLD TERRITORY
FLAGSTAFF, AZ 86005

MIHALIK RICHARD
4793 S DORY TRAIL
FLAGSTAFF, AZ 86005

MYERS ED & TRISHA
3726 S WILD WEST TRL
FLAGSTAFF, AZ 86005

RAAB SCOT
737 W CATTLE DRIVE TRAIL
FLAGSTAFF, AZ 86005

SCANDORA PHIL & LORI
4853 S BRIGHT ANGEL TRAIL
FLAGSTAFF, AZ 86005

SCHERPEREEL DIANE
460 W OLD TERRITORY TRAIL
FLAGSTAFF, AZ 86005

SCHUETT LOWEN
4879 S ELVES CHASM
FLAGSTAFF, AZ 86005

SCOVEL DENNIS & SHARLA
122 W SEPARATION CANYON TRAIL
FLAGSTAFF, AZ 86005

SEPOLUEDA ANAMARIE
1211 W WESTON TRAIL
FLAGSTAFF, AZ 86005

SIFLING SHARON
4865 S BRIGHT ANGEL TRAIL
FLAGSTAFF, AZ 86005

SIMONSEN PAUL
4819 S ELVES CHASM
FLAGSTAFF, AZ 86005

WEIMER WILLIAM DAVID & DANITA LOUISE
3858 WAGON TRL
FLAGSTAFF, AZ 86005

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WOODWARD JULIE
335 W BERYL
FLAGSTAFF, AZ 86005

XIANGMING UU
216 W GOLD RUSH
FLAGSTAFF, AZ 86005

YOUNG NEAL
5040 S TOPAZ
FLAGSTAFF, AZ 86005

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AURA FLAGSTAFF
SOUTHWEST CORNER LAKE MARY ROAD & HIGH COUNTRY TRAIL
NEIGHBORHOOD OPEN HOUSE MEETING
OCTOBER 18, 2018 – THE FLAGSTAFF AQUAPLEX: COMMUNITY ROOM - 1702 N 4TH STREET, 5:30 PM

NAME (Please Print)	ADDRESS	PHONE NO.	E-MAIL ADDRESS
1. Tom & Kathleen Carpenter	3789 S. Sutter Creek Trl	928-779-2243	carpentertom85@gmail.com
2. Ed & Trisha Myers	3726 S. Wild West Trl	928 853 4325	edwmyers3@msn.com
3. RICHARD MIHALIK	4793 S. DORY TRL	928-522-3124	PARKTRAVELER@HOTMAIL.COM
4. Scot Raab	737 West Cattle Drive Trail	928-523-9059	SRATCJunk@gmail.com
5. Bryan Burton	686 W OLD TERR. TRL	928 556 0556	BBurton100@YMAIL.COM
6. Phil Goldblatt	3846 S. Wild West Trl	928 774-1598	goldblattp@hotmail.com
7. Diane Scherpereel	460 W. Old Territory Tr. 86005	928-226-7003	
8. Xiangming Wu	216. W. Gold Rush	304-777-8778	Xiangmingwu83@gmail.com
9. Jeff Lemon	162 W. Gold Rush Tr	928-856-1964	dlemon63@MSN.com
10. Sharon Sifling	4865 S. Bright Angel Tr	~~928-~~	mtnball6@yahoo.com

SIGN-IN

AURA FLAGSTAFF
SOUTHWEST CORNER LAKE MARY ROAD & HIGH COUNTRY TRAIL
NEIGHBORHOOD OPEN HOUSE MEETING
OCTOBER 18, 2018 – THE FLAGSTAFF AQUAPLEX: COMMUNITY ROOM - 1702 N 4TH STREET, 5:30 PM

NAME (Please Print)	*ADDRESS*	*PHONE NO.*	*E-MAIL ADDRESS*
11. Michael Ivey	711 W. Old Territory Flagstaff, AZ 86005	928-864-3790	meivey@hotmail.com
12. David Blanchard	3892 S. Marble Gyn Tr	928-213-9184	
13. PHIL & LORI SCANDURA	4853 S BRIGHT ANGEL TRL	9282148194	PASCANDURA [redacted]@SUDDENLINK.NET
14. Julie Woodward	335 w. Beryl 86005		jkw@smbattorneys.com
15. Courtney A Glaw	4870 Bright Angel Trl	480.964.9278	J_glaw@yahoo.com ~~courtneycollection@yahoo.com~~
16. Christine L. Farrell	195 W Gold Rush Trail	928 856-1929	farrellcats@ad.com
17. Kevin ? Johnson	93 W Separation Canyon Trl	928-814-2316	KevinSnow1962@Gmail.com
18. Sharla Scovel	122 W Separation Cyn Trl	928-266-0098	scovel@att.net
19. DENNIS SCOVEL	"	"	"
20. Christy Hilliard	94 W. Grass Trl	928 224 8370	Christy2468@gmail.com

SIGN-IN

AURA FLAGSTAFF
SOUTHWEST CORNER LAKE MARY ROAD & HIGH COUNTRY TRAIL
NEIGHBORHOOD OPEN HOUSE MEETING
OCTOBER 18, 2018 – THE FLAGSTAFF AQUAPLEX: COMMUNITY ROOM - 1702 N 4TH STREET, 5:30 PM

NAME (Please Print)	*ADDRESS*	*PHONE NO.*	*E-MAIL ADDRESS*
21. URI FARKAS	198 W Gold Rush Trail Flag AZ 86005	509 330 6684	URI. FARKAS @ nau. edu
22. DAVID WEIMER	3858 S. WAGON TRL FLAGSTAFF 86005	310-995-9951	DAVE WEIMER @ AOL. com
23. LOWEN SCHUETT	4879 S. Elves Chasm Flagstaff 86005	517-974-6880	lcschuett1@gmail.com
24. PAUL SIMONSEN	4819 S. ELVES CHASM FLAGSTAFF 86005	623.910.1335	paulsimonsen@msn.com
25. Ralph Dodge	4855 S. Bright Angel Dr Flagstaff, 86005		Rdodge@Brownwald.com
26. Mike Dechter	126 W Mexican Hat Trl Flagstaff, AZ 86005	5015-205-0855	mikedechter@hotmail.com
27. Victoria Coleman	70 W Gneiss Trl. Flagstaff, AZ. 86005	–	vmecoleman@gmail.com
28. Angel Lombardi	180 W. Gold Rush TRL Flagstaff, AZ 86005	(928) 310-4465	shifty.lombardi@gmail
29. Chris Denham	180 W. Gold Rush TRL Flagstaff, AZ 86005	(928) 699-9127	clden27@hotmail.com
30. Shannon Spalding	1211 W Weston Trl Flag, AZ 86005	(928) 774-8963	alopez@nacog.org

SIGN-IN

AURA FLAGSTAFF
SOUTHWEST CORNER LAKE MARY ROAD & HIGH COUNTRY TRAIL
NEIGHBORHOOD OPEN HOUSE MEETING
OCTOBER 18, 2018 – THE FLAGSTAFF AQUAPLEX: COMMUNITY ROOM - 1702 N 4TH STREET, 5:30 PM

NAME (Please Print)	*ADDRESS*	*PHONE NO.*	*E-MAIL ADDRESS*
31. NEAL YOUNG	5040 S. TOPAZ FLAG 86005	602 561 3680	nealyoung40@yahoo.com
32. Wendy Anderson	4796 S. Dory Trail	916-947-8787	Wendy.anderson8787@gmail.com
33. KaufnaBesler	124 W. Goldrush trail	928.890-1622	Kmbesler@hotmail
34.			
35.			
36.			
37.			
38.			
39.			
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SIGN-IN

AURA FLAGSTAFF
SOUTHWEST CORNER LAKE MARY ROAD & HIGH COUNTRY TRAIL
NEIGHBORHOOD OPEN HOUSE MEETING
OCTOBER 18, 2018 – THE FLAGSTAFF AQUAPLEX: COMMUNITY ROOM - 1702 N 4TH STREET, 5:30 PM

NAME (Please Print)	*ADDRESS*	*PHONE NO.*	*E-MAIL ADDRESS*
41. PAUL COLEMAN	70 W. GNEISSTEL.		PCOLEMAN@NPGCABLE.COM
42. CHRISTOPHER DENHAM	180 W. GOLD RUSH	928-699-9177	clden77@gmail.com
43.			
44.			
45.			
46.			
47.			
48.			
49.			
50.			

Jessi Thornton

From: Jessi Thornton
Sent: Friday, October 26, 2018 10:33 AM
To: 'Alaxandra Pucciarelli'
Cc: 'Todd Gosselink'; Jason; Tristan Charlesworth
Subject: Neighborhood Meeting - Summary Report
Attachments: 57181025 Neighborhood Meeting Summary.pdf; Sign-In Sheets.pdf; 1st Open House Notice Letter.pdf; Mailing Labels.pdf; Comment Cards.pdf

Alax,

Please find the attached summary report for the October 18th neighborhood meeting for the Aura Flagstaff project.

Thanks,

Jessi Thornton
Withey Morris, PLC
2525 E. Arizona Biltmore Circle, Ste A-212
Phoenix, AZ 85016
602-230-0600 – Main
602-346-4618 – Direct
602-510-3654 – Mobile

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WITHEY MORRIS PLC
ATTORNEYS AT LAW

February 20, 2019

Re: Second Neighborhood Open House Meeting – Zoning Map Amendment Application for the Property Located along High Country Trail, Approximately 390 feet West of Lake Mary Road

Dear Property Owner, Resident or Neighborhood Association Leader:

As you will recall from prior correspondence, this firm represents Trinsic Acquisition Company LLC (the "Applicant") regarding approximately 16.111 acres located west of the intersection of Lake Mary Road and High Country Trail as shown on the enclosed map (the "Property"). The Property is situated just south of I-17, runs south across High Country Trail, and is adjacent to multi-family residential, zoned Medium Density Residential (MR), on the west; multi-family residential, zoned High Density Residential (HR), on the southeast; a vacant parcel, zoned Highway (HC), on the northeast; and single-family residential, zoned Single Family Residential (R1). The Property is zoned Rural Residential (RR) and Estate Residential (ER).

The Applicant intends to develop Aura Flagstaff, a luxury multi-family residential community on the Property. In order to make this development become reality, an application is being filed with the City of Flagstaff to request approval of rezoning to the Medium Density Residential (MR). The purpose of this letter is to notify you of a second opportunity to meet and hear about the project, revisions made to plans since the last neighborhood meeting, and provide an update on the status of the application.

The proposed multi-family community, branded as Aura Flagstaff, will include 173 highly amenitized units that are larger than those in most other multi-family communities. The development has been designed to provide civic and resident open space, protect existing natural resources and meet the City's Zoning Code provisions.

Trinsic develops high quality, amenity rich multi-family residential properties. Their custom design approach to each residential community is site specific and driven by natural features and local architectural character. Trinsic uses "best in class" planning and construction practices, emphasizing high-end finishes, distinctive design elements and a full complement of amenities. Trinsic's team, which has well over 100 years of combined experience in the industry, has developed numerous communities in the southwest and northwest areas of the country.

If you have any questions, want to meet the development team, or want to learn more about the proposed project and its progress, we invite you to attend the following open house meeting:

Date:	March 4, 2019
Time:	6:00 p.m. – 7:00 p.m.
Location:	Northern Arizona University, Ashurst Hall/Auditorium 624 Knoles Dr, Flagstaff, AZ 86001 (see attached map for location and parking instructions)

If you cannot attend, we would be happy to meet with you or answer any questions at your convenience. You may reach me at (602) 230-0600 or by e-mail at jessi@witheymorris.com. Thank you for your courtesy and consideration.

Sincerely yours,
WITHEY MORRIS PLC

By
Jessi Thornton

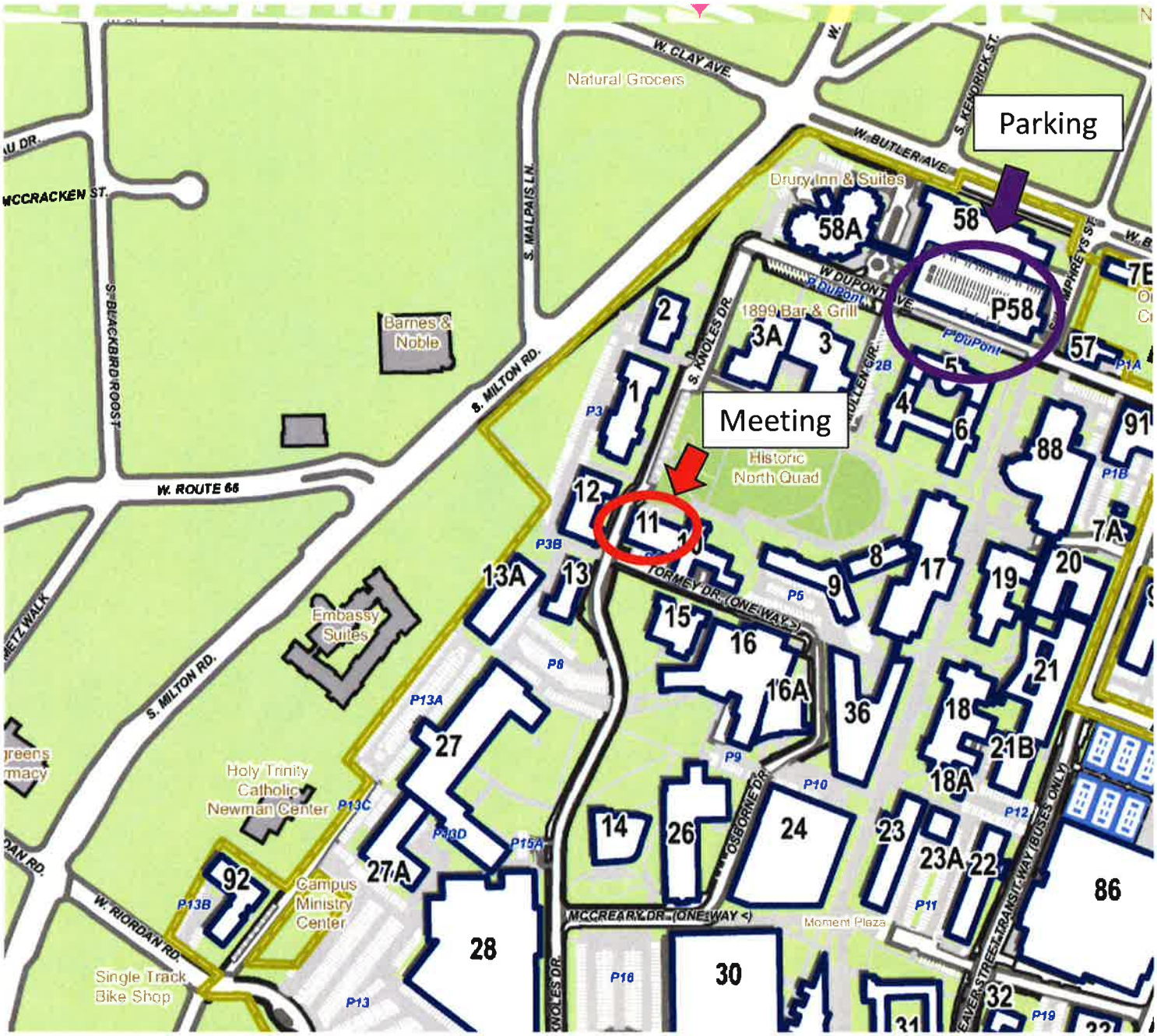
Enclosure

PHONE: 602-230-0600 FAX: 602-212-1787 2525 E. Arizona Biltmore Circle, Suite A-212, Phoenix, AZ 85016

AERIAL PARCEL MAP



NEIGHBORHOOD MEETING LOCATION AND PARKING MAP



Meeting: **Northern Arizona University, Ashurst Hall/Auditorium**
624 Knoles Drive, Flagstaff, AZ, 86001

(Building 11 on map) Access to building is from north, adjacent to building 10, through the double doors.

Parking: will be provided in **High Country Trail Conference Center Garage** (**Building P58 on Map**). Bring your garage parking ticket to the meeting and we will provide validation so the parking is free to you. Access to the parking garage is from Butler Avenue, between the Drury Hotel and the HCT Conference Center.

Affidavit of Sign Posting

Case Number: PZ-17-00218-02

Project Name: Aura Flagstaff

Applicant Name: Jason Morris / Withey Morris PLC

Location: West of the southwest corner of Lake Mary Road and High Country Trail

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the **applicant** for public hearings in the City of Flagstaff shall post signs as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property 15 days prior to the hearing and to update the hearing information on the sign until final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within seven (7) days after the final disposition of the case.**

I confirm that the site has been posted as detailed in Section 10-20.30.080 of the Zoning Code as well as the Public Hearing Notice Sign Specifications included in this application for the case above and the site was posted at least fifteen (15) days prior to the public hearing.

See attached date stamped photo exhibit of posted signs.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this 20th day of February, 2019 by:

_____
Notary Public

My Commission Expires:

May 30, 2021

ANN K. SCHEUERMANN
Notary Public, State of Arizona
Maricopa County
My Commission Expires
May 30, 2021


City of Flagstaff
PUBLIC NEIGHBORHOOD MEETING
02-20-19 @ 10:05am


City of Flagstaff
PUBLIC NEIGHBORHOOD MEETING
MEETING: March 4, 2019, 6:00p.m. to 7:00p.m.
LOCATION OF MEETING: Northern Arizona University
Ashurst Hall/Auditorium
624 Knoles Drive, Flagstaff, AZ, 86001
REQUEST:Zoning Map Amendment Application
PROPOSAL: 173 Unit Multi-family Residential
Development- from RR and ER to MR
GENERAL LOCATION: West of the southwest corner
of Lake Mary Road and High Country Trail
SIZE OF SITE: 16.111 Acres
CASE# PZ-17-00218-02
APPLICANT/CONTACT: Jason Morris / Withey Morris PLC
PHONE#: (602) 230-0600
Planning & Development Services Department: 928-213-2600
Posting Date: 02/20/19

Jessi Thornton

From: Jessi Thornton
Sent: Tuesday, February 26, 2019 2:23 PM
To: 'Alaxandra Pucciarelli'
Subject: Mailing and Affidavit of Sign Posting - Aura Flagstaff
Attachments: 57190220 Affidavit of Sign Posting.pdf; 57190220 2nd Open House Notice Letter w. Attachments.pdf

Alax,

Please find the attached copy of the mailing sent on February 20th to the 1,000 foot mailing radius, plus prior meeting attendees. I have also attached the affidavit of sign posting and the sign photos. The sign posting company only sent one photo on the 20th, then sent a follow-up photo of the second side of the sign the next day (notice the snow cover).

Thanks,

Jessi Thornton
Withey Morris, PLC
2525 E. Arizona Biltmore Circle, Ste A-212
Phoenix, AZ 85016
602-230-0600 – Main
602-346-4618 – Direct
602-510-3654 – Mobile

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WITHEY MORRIS PLC
ATTORNEYS AT LAW

MEMORANDUM

To: City of Flagstaff

FROM: Jason B. Morris

DATE: March 13, 2019

RE: Neighborhood Meeting Summary (PZ-17-00218-02)

The following is a summary of the neighborhood meeting held on March 4, 2019 regarding the rezoning of the property located west of the southwest corner of Lake Mary Road and High Country Trail (PZ-17-00218-02). There were five development team members present to explain the proposed development and answer questions. It was held at the Northern Arizona University, Ashurst Hall, located at 624 Knowles Drive, Flagstaff, AZ and approximately 16 neighbors attended. Sign-in sheets, the neighbor notification letter and mailing labels are attached to this memorandum. The main points of discussion were as follows:

- An introduction of the project team and background on the property and ownership was presented.
- A brief background on the developer and its funding source and long-term commitment to ownership of the multi-family development was provided.
- An explanation of the purpose of the neighborhood meeting and status of the applications with the City.
- A description of the proposed project was provided, including its location and relationship to surrounding properties and adjacent zoning.
- The anticipated timeline for the public hearing process was shared.
- The next steps in the project including review and approval of site plan was shared.
- The purpose of the rezoning request and an overview the proposed development was presented by the development team.
- A description was provided of what is allowed under the current zoning and what will be allowed if the rezoning request is granted, including project density.
- The was a discussion about the number of buildings, finishes of and number of units, anticipated rents, and the inclusion of 18 affordable units.
- There was a discussion about the fact this development will not include student housing and site selection based on proximity to bus routes and compatibility with adjacent medium and high-density multi-family residential developments with access only to High Country Trail.
- There was a discussion about the traffic circulation for the site, access from High Country Trail and surface and garage parking. It was noted that the project has no direct access to a street with single family residential homes. Neighbors brought up concerns about current traffic in the area, with the intersection of Lake Mary Road and High Country Trail being the biggest issue. Information from the Traffic Statement was presented including the level of service at this intersection and the total number of trips to be generated daily and at AM and PM peak hours by the proposed project.
- The development team noted that the land adjacent to the Lake Mary Road and High Country Trail intersection is owned by the Ponderosa Trails Homeowner's Association ("HOA"). The HOA would have the ability to consider allowing a portion of this land to be used to widen the intersection to allow another turn lane to be installed to

move vehicles through the intersection more quickly. The development team offered to work with the neighbors and city to find a creative solution to improve the level of service at the intersection upon redevelopment.

- Discussion about the trees preserved north and south of High Country Trail, and the natural resource plan submitted to the city, which outlines tree points for the site. It was also noted that the proposed application will include a protection easement on the property to the north.
- Discussion about the slope of the site and how water retention will work on site to meet the city's code requirements.
- Discussions about the landscaping adjacent to the southern property line, the grade change and fencing between the properties, setbacks, and building heights. An immediately adjacent neighbor expressed particular interest in building heights and building setbacks. The team presented site sections which provided greater detail about the building heights and relationship to adjacent properties and views. The design of the 2-story carriage units along the south property line were discussed, which includes no south facing windows on the first floor and only clerestory windows on the second floor.
- The development team noted that the project will participate in the Flagstaff multifamily crime prevention program. Additionally, cameras will be installed on all buildings for safety.
- Discussion about the project meeting Fire Department requirements and providing access to the site for emergency vehicles.
- Discussion about site lighting and the fact that the city requires the project comply with the dark sky ordinance.

The feedback and questions generated during the meeting will be addressed as noted above. The team will continue to reach out to neighbors and answer questions, as well as provide additional information regarding the process and timeline as outlined in the Citizen Participation Plan. All meeting attendees will be added to the notification mailing list moving forward, if not already on the list due to the boundary of the notification area as defined by the City.

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34 W. Separation Canyon Trail
Flagstaff 86005

Rae & Nathan Jones
3748 S. Wild West Trail
Flagstaff 86005

Angel Lombardi
180 W. Gold Rush Trail
Flagstaff 86005

Philip Goldblatt
3846 S. Wild West Trail
Flagstaff 86005

Eric & Molly Greenwald
1497 W Weston Trail
Flagstaff 86005

Jeff Smith
37 W. Travertine Trail
Flagstaff 86001

Greg & Sandy Lostracco
90 W. Separation Canyon Trail
Flagstaff 86005

Phil & Lori Scandora
4853 S. Bright Angel Trail
Flagstaff 86005

Alaxandra Pucciarelli
City of Flagstaff, 211 W Aspen Ave
Flagstaff 86001

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7 validations

SIGN-IN

2ND NEIGHBORHOOD OPEN HOUSE
TRINSIC ACQUISITION COMPANY LLC / LAKE MARY ROAD & HIGH COUNTRY TRAIL, FLAGSTAFF, AZ
MARCH 4, 2019 –ASHURST HALL/AUDITORIUM, NAU, FLAGSTAFF, 6:00 PM

NAME (Please Print)	ADDRESS	PHONE NO.	E-MAIL ADDRESS
1. Tom & Kathleen Carpenter	3799 S. SUTTER CREEK TRL	928-779-2693	Thomas.Carpenter@nau.edu
2. Phil Goldblatt	3946 S. Wild West Trl.	928-774-1598	goldblattp@naturvail.com
3. Greg & Sandy LoStracco	90 W. Separation Cyn. Tr	928.526.0586	lostraccos@msn.com
4. Angel Lombardi (CMC)	180 W. Gold Rush Trl.	928-310-4465	shifty.lombardi@gmail.com
5. Skyler & Heidi Lofgren	31 W. Separation Cyn Trl.	928-308-3639	SKYLERLOFGREN@gmail.com hakohler@gmail.com
6. TIFFANY AMTOL	201 W. ASPEN COF	928-213-2608	tamtol@flagstaffaz.gov
7. Eric & Molly Greenwald	1497 W Weston Trl	928-814-3280	ej_greenwald@yahoo.com
8. PHIL SCANDURA	4853 S BRIGHT ANGEL TRL	928 214 8194	PASCANDURA@SUDDENLINK.NET
9. T. LITTLEMAN			
10.			

SIGN-IN

2ND NEIGHBORHOOD OPEN HOUSE
TRINSIC ACQUISITION COMPANY LLC / LAKE MARY ROAD & HIGH COUNTRY TRAIL, FLAGSTAFF, AZ
MARCH 4, 2019 –ASHURST HALL/AUDITORIUM, NAU, FLAGSTAFF, 6:00 PM

NAME (Please Print)	*ADDRESS*	*PHONE NO.*	*E-MAIL ADDRESS*
11. RAE & NATHAN JONES	3748 S WILD WEST TRL	480 567 2398	raejones989@gmail.com
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2ND NEIGHBORHOOD OPEN HOUSE
TRINSIC ACQUISITION COMPANY LLC / LAKE MARY ROAD & HIGH COUNTRY TRAIL, FLAGSTAFF, AZ
MARCH 4, 2019 –ASHURST HALL/AUDITORIUM, NAU, FLAGSTAFF, 6:00 PM

NAME (Please Print)	*ADDRESS*	*PHONE NO.*	*E-MAIL ADDRESS*
21. Loi A. Scandura	4853 S. Bright Angel Flagstaff	928-214-8194	pascandura@suddenlink.net
22. J Smith	37 W Traverse Trail	928 699-4869	Jasmith516@q.com
23.			
24.			
25.			
26.			
27.			
28.			
29.			
30.			

Jessi Thornton

From: Jessi Thornton
Sent: Thursday, March 14, 2019 12:57 PM
To: 'Alaxandra Pucciarelli'
Cc: 'Todd Gosselink'; Jason; 'Tristan Charlesworth'
Subject: Neighborhood Meeting - Summary Report
Attachments: Summary.pdf

Alax,

Please find the attached summary report for the March 4th neighborhood meeting for the Aura Flagstaff project, which has been mailed out today to you. A copy of this summary is also being mailed to each of the attendees at the meeting.

Thanks,

Jessi Thornton
Withey Morris, PLC
2525 E. Arizona Biltmore Circle, Ste A-212
Phoenix, AZ 85016
602-230-0600 – Main
602-346-4618 – Direct
602-510-3654 – Mobile

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WITHEY MORRIS PLC
ATTORNEYS AT LAW

February 20, 2019

Re: Second Neighborhood Open House Meeting – Zoning Map Amendment Application for the Property Located along High Country Trail, Approximately 390 feet West of Lake Mary Road

Dear Property Owner, Resident or Neighborhood Association Leader:

As you will recall from prior correspondence, this firm represents Trinsic Acquisition Company LLC (the "Applicant") regarding approximately 16.111 acres located west of the intersection of Lake Mary Road and High Country Trail as shown on the enclosed map (the "Property"). The Property is situated just south of I-17, runs south across High Country Trail, and is adjacent to multi-family residential, zoned Medium Density Residential (MR), on the west; multi-family residential, zoned High Density Residential (HR), on the southeast; a vacant parcel, zoned Highway (HC), on the northeast; and single-family residential, zoned Single Family Residential (R1). The Property is zoned Rural Residential (RR) and Estate Residential (ER).

The Applicant intends to develop Aura Flagstaff, a luxury multi-family residential community on the Property. In order to make this development become reality, an application is being filed with the City of Flagstaff to request approval of rezoning to the Medium Density Residential (MR). The purpose of this letter is to notify you of a second opportunity to meet and hear about the project, revisions made to plans since the last neighborhood meeting, and provide an update on the status of the application.

The proposed multi-family community, branded as Aura Flagstaff, will include 173 highly amenitized units that are larger than those in most other multi-family communities. The development has been designed to provide civic and resident open space, protect existing natural resources and meet the City's Zoning Code provisions.

Trinsic develops high quality, amenity rich multi-family residential properties. Their custom design approach to each residential community is site specific and driven by natural features and local architectural character. Trinsic uses "best in class" planning and construction practices, emphasizing high-end finishes, distinctive design elements and a full complement of amenities. Trinsic's team, which has well over 100 years of combined experience in the industry, has developed numerous communities in the southwest and northwest areas of the country.

If you have any questions, want to meet the development team, or want to learn more about the proposed project and its progress, we invite you to attend the following open house meeting:

Date:	March 4, 2019
Time:	6:00 p.m. – 7:00 p.m.
Location:	Northern Arizona University, Ashurst Hall/Auditorium 624 Knoles Dr, Flagstaff, AZ 86001 (see attached map for location and parking instructions)

If you cannot attend, we would be happy to meet with you or answer any questions at your convenience. You may reach me at (602) 230-0600 or by e-mail at jessi@witheymorris.com. Thank you for your courtesy and consideration.

Sincerely yours,
WITHEY MORRIS PLC

By
Jessi Thornton

Enclosure

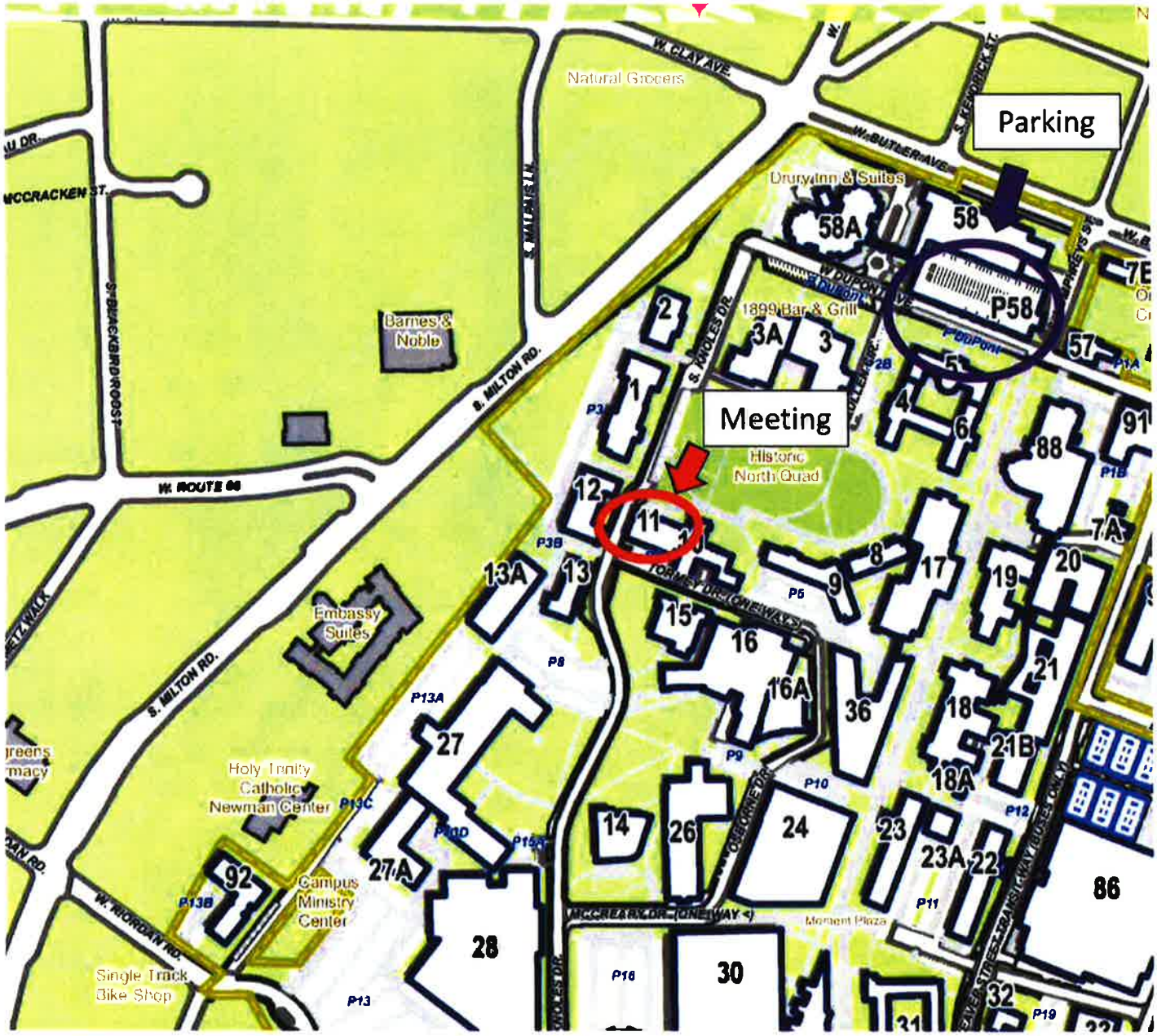
PHONE: 602-230-0600 FAX: 602-212-1787 2525 E. Arizona Biltmore Circle, Suite A-212, Phoenix, AZ 85016

AERIAL PARCEL MAP



N

NEIGHBORHOOD MEETING LOCATION AND PARKING MAP



Meeting: **Northern Arizona University, Ashurst Hall/Auditorium**
624 Knoles Drive, Flagstaff, AZ, 86001

(Building 11 on map) Access to building is from north, adjacent to building 10, through the double doors.

Parking: will be provided in **High Country Trail Conference Center Garage (Building P58 on Map)**. Bring your garage parking ticket to the meeting and we will provide validation so the parking is free to you. Access to the parking garage is from Butler Avenue, between the Drury Hotel and the HCT Conference Center.

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ANDERSON WENDY
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ANDRESS MURRAY F & GINA G
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ANDRESS PAULA
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ANITA LENDERS LLC
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ARCINIAGA NICOLAS A
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FLAGSTAFF, AZ 86005

ARIZONA GAME & FISH COMMISION
5000 W CAREFREE HWY
PHOENIX, AZ 85086

ASPEN TRAIL HOMEOWNER'S ASSOCIATION
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FLAGSTAFF, AZ 86001

AUZA FLAGSTAFF LLC
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YUMA, AZ 85365

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REILLY HELENA PEREZ
3437 S LITZLER DR
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STEAMBOAT SPRINGS, CO 80488

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4006 S JOSEPH ST
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SCANDORA PHIL & LORI
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SCHERPEREEL DIANE
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SAN RAFAEL, CA 94903

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PHOENIX, AZ 85072

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FLAGSTAFF, AZ 86005

TEN ELENA
2730 W JACLYN DR
FLAGSTAFF, AZ 86001

THOMPSON SHERRIE LIVING TRUST DTD 3/14/17
3434 S LITZLER DR
FLAGSTAFF, AZ 86005

TIMBER TRAILS APARTMENTS/FLAGSTAFF LLC
4745 N 7TH ST STE 110
PHOENIX, AZ 85014

TOPE JOSHUA GREGORY & REBECCA L
3464 S LITZLER DR
FLAGSTAFF, AZ 86005

TORRES MARIO
213 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

TWO DOGS PROPERTIES LLC
5133 E KATHLEEN RD
SCOTTSDALE, AZ 85254

VALLEN GARY & KIM TRUST DTD 10-09-13
1655 N KITTREDGE RD
FLAGSTAFF, AZ 86001

VIRTU VLM I BORROWER LLC
5973 AVENIDA ENCINAS STE 220
CARLSBAD, CA 92008

WARREN MEGHAN
231 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

WATSON JR REVOCABLE TRUST DTD 11-28-06
2556 CANYON RD
ESCONDIDO, CA 92025

WEBB FAMILY LIVING TRUST
2137 E NICOLET AVE
PHOENIX, AZ 85020

WEIDINGER JESSE & MAGGIE JT
PO BOX 3745
FLAGSTAFF, AZ 86003

WEIMER WILLIAM DAVID & DANITA LOUISE
3858 WAGON TRL
FLAGSTAFF, AZ 86005

WERTZ ROBERT W JR & DEBORAH V
11050 MARGARET WAY
FLAGSTAFF, AZ 86004

WEST LAURA JO
3850 S WAGON TRAIL
FLAGSTAFF, AZ 86005

WHITE CLINT J & DEBRA L
3793 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

WILLEY NICHOLAS G & MARSHA S
8312 E SANDSTONE DR
TUCSON, AZ 85750

WOODWARD JULIE
335 W BERYL
FLAGSTAFF, AZ 86005

WOOLVERTON JOSEPH DONALD & CLAUDIA LEA
PO BOX 604
TALIHINA, OK 74571

WU DI
3884 S MINING CAMP TRL
FLAGSTAFF, AZ 86005

WW FAMILY TRUST DATED 10-12-92
3974 S NICHOLAS ST
FLAGSTAFF, AZ 86005

XIANGMING UU
216 W GOLD RUSH
FLAGSTAFF, AZ 86005

YATES BRANDON
194 E MOHAWK DR
FLAGSTAFF, AZ 86005

YOUNG NEAL
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MAGEE REBECCA & MATTHEW
1012 N PONT HIGGINS RD
KETCHIKAN, AK 99901

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Flagstaff 86005

Greg & Sandy Lostracco
90 W. Separation Canyon Trail
Flagstaff 86005

Skyler & Heidi Lofgren
34 W. Separation Canyon Trail
Flagstaff 86005

Eric & Molly Greenwald
1497 W Weston Trail
Flagstaff 86005

Phil & Lori Scandora
4853 S. Bright Angel Trail
Flagstaff 86005

Rae & Nathan Jones
3748 S. Wild West Trail
Flagstaff 86005

Jeff Smith
37 W. Travertine Trail
Flagstaff 86001

Alaxandra Pucciarelli
City of Flagstaff, 211 W Aspen Ave
Flagstaff 86001

Angel Lombardi
180 W. Gold Rush Trail
Flagstaff 86005

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MARCH 4, 2019 –ASHURST HALL/AUDITORIUM, NAU, FLAGSTAFF, 6:00 PM

NAME (Please Print)	ADDRESS	PHONE NO.	E-MAIL ADDRESS
1. Tom & Kathleen Carpenter	3789 S. SUTTER CREEK TRL	928-779-2683	Thomas.Carpenter@nau.edu
2. Phil Goldblatt	3946 S. Wild West Trl.	928-774-1598	goldblattp@hotmail.com
3. Greg & Sandy LoStracco	90 W. Separation Cyn. Tr	928.526.0586	lostraccos@msn.com
4. Angel Lombardi	180 W. Gold Rush Trl.	928-310-4465	shifty.lombardi@gmail.com
5. Skyler : Heidi Lofgren	34 W. Separation Cyn Trl.	928-308-3639	SKYLERLOFGREN@GMAIL.COM hakohler@gmail.com
6. TIFFANY ANTOL	201 W. ASPEN COF	928-213-2608	tantol@flagstaffaz.gov
7. Eric & Molly Greenwald	1497 W Weston Trl	928-814-3280	ej_greenwald@yahoo.com
8. PHIL SCANDURA	4853 S BRIGHT ANGEL TRL	928 214 8194	PASCANDURA@SUDDENLINK.NET
9. T. LITTLEMAN			
10.			

SIGN-IN

2ND NEIGHBORHOOD OPEN HOUSE
TRINSIC ACQUISITION COMPANY LLC / LAKE MARY ROAD & HIGH COUNTRY TRAIL, FLAGSTAFF, AZ
MARCH 4, 2019 –ASHURST HALL/AUDITORIUM, NAU, FLAGSTAFF, 6:00 PM

NAME (Please Print)	*ADDRESS*	*PHONE NO.*	*E-MAIL ADDRESS*
11. RAE & NATHAN JONES	3748 S WILD WEST TRL	480 567 2398	raejones989@gmail.com
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

SIGN-IN

2ND NEIGHBORHOOD OPEN HOUSE
TRINSIC ACQUISITION COMPANY LLC / LAKE MARY ROAD & HIGH COUNTRY TRAIL, FLAGSTAFF, AZ
MARCH 4, 2019 –ASHURST HALL/AUDITORIUM, NAU, FLAGSTAFF, 6:00 PM

NAME (Please Print)	*ADDRESS*	*PHONE NO.*	*E-MAIL ADDRESS*
21. Loi A. Scandura	4853 S. Bright Angel Flagstaff	928-214-8194	pascandura@suddenlink.net
22. Jeff Smith	37 W Travertine Trail	928 699-4869	JaSmith516@q.com
23.			
24.			
25.			
26.			
27.			
28.			
29.			
30.			

Affidavit of Notifications to Affected Property Owners

Case Number: PZ-17-00218-03

Project Name: Aura Flagstaff

Applicant Name: Withey Morris PLC / Jason Morris

Location: West of the Southwest corner of High Country Dr & Lake Mary Rd

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the **applicant** for public hearings in the City of Flagstaff shall notify affected property owners as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to establish a list of the names and addresses of persons who require notification of a public hearing as established in sections 10-20.30.60.(A).3, 10-20.30.60.(B), and 10-20.30.60.(C) of the Zoning Code, and mail a notice of required public hearing via first class mail to each of the persons on the list referenced above no later than 15 days prior to the public hearing date. It shall also be the responsibility of the applicant to submit a notarized copy of the mailing list to the Director prior to the fifteenth day before the public hearing date.**

I confirm that the public hearing notifications were mailed as detailed in Section 10-20.30.080 of the City of Flagstaff Zoning Code at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this 9th day of April, 2019 by:

Audry Millard
Notary Public

AUDRY MILLARD
Notary Public, State of Arizona
Maricopa County
My Commission Expires
May 22, 2021

My Commission Expires:

May 22, 2021

WITHEY MORRIS PLC
ATTORNEYS AT LAW

April 8, 2019

Re: **Public Hearing Notice – Zoning Map Amendment Application (PZ-17-00218-03)** for the Property Located along High Country Trail, Approximately 390 feet West of Lake Mary Road

Dear Property Owner, Resident or Neighborhood Association Leader:

As you will recall from prior correspondence, this firm represents Trinsic Acquisition Company LLC (the "Applicant") regarding approximately 16.111 acres located west of the intersection of Lake Mary Road and High Country Trail as shown on the enclosed map (the "Property"). The Property is situated just south of I-17, runs south across High Country Trail, and is adjacent to multi-family residential, zoned Medium Density Residential (MR), on the west; multi-family residential, zoned High Density Residential (HR), on the southeast; a vacant parcel, zoned Highway (HC), on the northeast; and single-family residential, zoned Single Family Residential (R1). A zoning map amendment application (PZ-17-00218-03) was filed with the city of Flagstaff to rezone the Property from Rural Residential (RR) and Estate Residential (ER) to Medium Density Residential (MR). The Applicant intends to develop Aura Flagstaff, a 173 unit luxury multi-family residential community on the Property. The development has been designed to provide civic and resident open space, protect existing natural resources and meet the City's Zoning Code provisions.

The purpose of this letter is to inform you that hearings before the Flagstaff Planning and Zoning Commission and the City Council have been scheduled to consider application PZ-17-00218-03.

The public meeting/hearing schedule is as follows:

Planning & Zoning Commission:	April 24, 2019 4:00 p.m. Council Chambers of City Hall 211 West Aspen Avenue, Flagstaff, Arizona
Flagstaff City Council:	May 21, 2019 6:00 p.m. Council Chambers of City Hall 211 West Aspen Avenue, Flagstaff, Arizona

You are welcome to attend the hearings to learn about the case and share your thoughts about it. Please confirm the meeting details with the Flagstaff Planning and Development Services Department before attending as the dates are subject to change. Hearing information will also be posted on a sign on the Property and in the newspaper. You may contact Alaxandra Pucciarelli, Planning Development Manager, by email at apucciarelli@flagstaffaz.gov or by telephone at 928-213-2640 if you have questions about the application and to request to view the application. You may also share your thoughts about the application by writing to the Flagstaff Planning and Development Services, Flagstaff City Hall, 211 West Aspen, Flagstaff, Arizona 86001. Please be sure to include the application number so the letter may be included in the case file.

Sincerely yours,
WITHEY MORRIS PLC



By
Jessi Thornton

Enclosure

PHONE: 602-230-0600 FAX: 602-212-1787 2525 E. Arizona Biltmore Circle, Suite A-212, Phoenix, AZ 85016

AERIAL PARCEL MAP



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10105 FLORENCE NE
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3448 LITZLER DRIVE LLC
4866 FAILTE LANE
FLAGSTAFF, AZ 86001

381 CATTLE LLC
6301 N 4TH DR
PHOENIX, AZ 85013

A & D FLAGSTAFF PROPERTIES LLC
3945 WESTWOOD CIR
FLAGSTAFF, AZ 86005

ALFRED ROBERT L & MELANIE J
378 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

ANDERSON WENDY
4796 S DORY
FLAGSTAFF, AZ 86005

ANDRESS MURRAY F & GINA G
3761 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

ANDRESS PAULA
3774 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

ANITA LENDERS LLC
8704 E CLUBHOUSE WAY
SCOTTSDALE, AZ 85255

ARCINIAGA NICOLAS A
3276 S LITZLER DR
FLAGSTAFF, AZ 86005

ARIZONA GAME & FISH COMMISION
5000 W CAREFREE HWY
PHOENIX, AZ 85086

ASPEN TRAIL HOMEOWNER'S ASSOCIATION
323 S RIVER RUN RD NO 1
FLAGSTAFF, AZ 86001

AUZA FLAGSTAFF LLC
3378 S 16TH AVE
YUMA, AZ 85365

BAKER FAMILY LIVING TRUST DTD 8-28-17
3831 S WILD WEST TRL
FLAGSTAFF, AZ 86005

BATY ACE M III & KRISTY
3788 S WILD WEST TRL
FLAGSTAFF, AZ 86005

BECKWITH DUANE & KOSIK FRANCES TRUST DTD 03-31-08
230 E MOHAWK CIR
FLAGSTAFF, AZ 86005

BELL HEATHER A
146 E MOHAWK DR
FLAGSTAFF, AZ 86005

BENSON KATHERINE E & JAMES A
873 W COY DR
FLAGSTAFF, AZ 86005

BESLER KAYLA
126 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

BLANCHARD DAVID
3892 S MARBLE CANYON TRAIL
FLAGSTAFF, AZ 86005

BORSELLI GREGORY A & SHERI A LIVING TRUST DTD 12-9-11
4831 E RANCHO TIERRA DR
CAVE CREEK, AZ 85331

BORUNDA JONATHAN P & ERICA B
352 W OLD TERRITORY TRL
FLAGSTAFF, AZ 86005

BOYLE FAMILY LIVING TRUST DTD 4-19-11
75 W MEXICAN HAT TRL
FLAGSTAFF, AZ 86005

BROWN CRYSTAL
3225 S SANCTUARY LN
FLAGSTAFF, AZ 86001

BRUUN STEVEN & WENDY M
3876 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

BURTON BRYAN
686 W OLD TERRITORY TRAIL
FLAGSTAFF, AZ 86005

CAHILL SUSAN L & DEREK D
3800 S WAGON TRL
FLAGSTAFF, AZ 86005

CARDENAS EDUARDO & ROSSY
5225 BELLAZZA CT
RENO, NV 89519

CARLSON ROBIN
3455 N BOYCE SPRING LN
TUCSON, AZ 85745

CARPENTER THOMAS M & KATHLEEN
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FLAGSTAFF, AZ 86005

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CHASAN JEANETTE
3822 S WILD WEST TRL
FLAGSTAFF, AZ 86005

CHEN YE
216 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

CHERRY SPENCER C & JOANNE L CPWROS ; CHERRY JONATHAN A
4401 39TH ST
PHOENIX, AZ 85018

CHURCH OF THE RESURRECTION FLAGSTAFF INC
740 W UNIVERSITY HEIGHTS DR S
FLAGSTAFF, AZ 86005

CIULEI BRYCE
3770 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

COLEMAN VICTORIA
70 W GNEISS TRAIL
FLAGSTAFF, AZ 86005

COLES LAURA K
904 N BEAVER ST
FLAGSTAFF, AZ 86001

COLLINS FAMILY LIVING REVOCABLE TRUST DTD 4/15/08
3811 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

CONKLIN LIVING TRUST DTD 6-26-09
3875 MINING CAMP TRL
FLAGSTAFF, AZ 86005

COOK RALPH EDWARD & GAIL J REVOCABLE LIVING TRUST DTD 5-31-13
3808 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

Current Tenant
3378 S 16TH AVE
YUMA, AZ 85365

CUSTER JAMES & TAYLOR L
5172 OPAL RD
FLAGSTAFF, AZ 86005

DAHL JULIANNE & NATHAN
3755 S WILD WEST TRL
FLAGSTAFF, AZ 86005

D'ARPA JEFFREY C
80 W MEXICAN HAT TRL
FLAGSTAFF, AZ 86005

DE ALVA CHAD & BETHANY
3790 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

DEBOLD TOM C & MARY DELFINO
885 W COY DR
FLAGSTAFF, AZ 86005

DECHTER MICHAEL M & SARA E
126 W MEXICAN HAT TRL
FLAGSTAFF, AZ 86005

DEGHER DOUGLAS
423 E DAVID
FLAGSTAFF, AZ 86001

DENHAM CHRISTOPHER L
180 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

DERESHIWSKY MARY I
3508 S LITZLER DR
FLAGSTAFF, AZ 86005

DIVINE JILL
3786 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

DODGE RALPH
4815 S BRIGHT ANGEL TRAIL
FLAGSTAFF, AZ 86005

DONNELLY F JAMES & PAMELA FAMILY REVOCABLE TRUST DTD 07-21-17
11170 N STARGAZER DR
TUCSON, AZ 85737

DORST KEVIN SURVIVOR'S TRUST (A TRUST)
6416 STANLEY AVE
SAN DIEGO, CA 92115

DU PREZ ROY J III
3256 S HUNTER PL
FLAGSTAFF, AZ 86005

ERAS LIONEL RUDOLPH TRUSTEE ; ERAS LR LVG TRUST DTD 1-23-01
8355 E VIA DEL BELLEZA
SCOTTSDALE, AZ 85258

ESTER CHARLES E JR & ALICE G REVOCABLE TRUST U/A DTD 06-02-98
11435 N 49TH DR
GLENDALE, AZ 85304

EVANS BRYAN M & ELLA M
401 BERTHA WAY
VINE GROVE, KY 40175

FARKAS URI & MEGAN
198 W GOLD RUSH TRL
FLAGSTAFF, AZ 86001

FARRELL CHRISTINE L
15844 DEVONWOOD WAY
SAN LORENZO, CA 94580

FARRELL CHRISTINE L
15844 DEVONWOOD WAY
SAN LORENZO, CA 94580

FERGUSON-WHORTON FAMILY TRUST UA DTD 07-01-02
592 W FAITHS WAY
FLAGSTAFF, AZ 86005

FERLAZZO LIVING TRUST DTD 12-16-14
9200 N ROUNDTREE RD
FLAGSTAFF, AZ 86001

FERRARO KATHLEEN
6052 ABINEAU CANYON DR
FLAGSTAFF, AZ 86004

FINE LEWIS H
3764 S WAGON TRL
FLAGSTAFF, AZ 86005

FISCHENICH MAXWELL A
3233 S SANCTUARY LN
FLAGSTAFF, AZ 86005

FLAGSTAFF CITY OF
211 W ASPEN AVE
FLAGSTAFF, AZ 86001

FRANCIS ANDREA K
3843 S WAGON TRAIL
FLAGSTAFF, AZ 86005

FRIEDMANN JILL MARIE KOELLING
110 E MOHAWK DR
FLAGSTAFF, AZ 86005

GARARD PATRICK L & JESSICA B
158 E MOHAWK DR
FLAGSTAFF, AZ 86005

GARCIA JOSE J & BERENICE
1517 E ALBA DR
CASA GRANDE, AZ 85122

GARGIONE RAE A
3748 S WILD WEST TRL
FLAGSTAFF, AZ 86001

GAULOCHER CHRISTINE
218 E MOHAWK DR
FLAGSTAFF, AZ 86005

GIBBS FAMILY LIVING TRUST DTD 07-23-11
204 E ZUNI DR
FLAGSTAFF, AZ 86005

GILB PROPERTIES LLC
12695 PICRUS ST
SAN DIEGO, CA 92129

GLAU A COURTNEY
4870 BRIGHT ANGEL TRAIL
FLAGSTAFF, AZ 86005

GOBEIL JEFFREY R & MISTY A
849 W COY DR
FLAGSTAFF, AZ 86005

GODINEZ DANNY & LUCINDA BERNEY
3799 S WAGON TRL
FLAGSTAFF, AZ 86005

GOLDBLATT PHILIP H
3846 S WILD WEST TRL
FLAGSTAFF, AZ 86005

GREEN RYAN T & STEFANIE R
360 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

GUETSCHOW WALTER H DTD 7-16-08
3728 S WAGON TRL
FLAGSTAFF, AZ 86005

HANSON BRENT L
3504 S LITZLER DR
FLAGSTAFF, AZ 86005

HARADA DARLENE
707 E 4TH ST
PERRIS, CA 92570

HARJU CLAIRE B & RYAN
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HAWTHORNE MARK & STEPHANIE MARTINEZ
112 W MEXICAN HAT TRL
FLAGSTAFF, AZ 86005

HIGH COUNTRY/FLAGSTAFF LP
4745 N 7TH STREET SUITE 110
PHOENIX, AZ 85014

HILLIARD CHRISTY
94 W GNEISS TRAIL
FLAGSTAFF, AZ 86005

HOOVER WILLIAM J
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FLAGSTAFF, AZ 86005

HORR KENNETH & ROSEMARY J
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HUNZIKER KELLY
3763 S WILD WEST TRL
FLAGSTAFF, AZ 86005

IANNONE DAVID & LISA
15645 S 5TH ST
PHOENIX, AZ 85048

JARCHOW LARRY LEE & JANET M
3825 S WILD WEST TRL
FLAGSTAFF, AZ 86005

JOHNSON KEVIN
93 W SEPARATION CANYON TRAIL
FLAGSTAFF, AZ 86005

JONES JAYME L
3306 S LITZLER DR
FLAGSTAFF, AZ 86005

JORDON TERRY & LAURA
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FLAGSTAFF, AZ 86005

KERSH JOHN D & JANET M
1814 E FRIESS DR
PHOENIX, AZ 85022

KINZEL MARYANN F
3876 S OXBOW LOOP
FLAGSTAFF, AZ 86005

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3810 S WILD WEST TRL
FLAGSTAFF, AZ 86005

KRAFT NICHOLAS J W
177 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

KRAGH JANET K REVOCABLE TRUST DTD 07-18-95
3262 S LITTLE DR
FLAGSTAFF, AZ 86005

LEMON JEFFREY C & DEBRA L
162 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

LICINI JOHN J II
3286 S LITZLER DR
FLAGSTAFF, AZ 86005

LOMBARDI ANGEL
180 W GOLD RUSH TRAIL
FLAGSTAFF, AZ 86005

LOMBARDO DENNIS & REBECCA
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CAVE CREEK, AZ 85331

LOPEZ ALFREDO G & EVA F
3484 S LITZLER DR
FLAGSTAFF, AZ 86005

LUMPKINS CHARLES EMERSON
313 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

LUNDIN PROPERTIES INVESTMENTS LLC
781 YOSEMITE DR
LAKE HAVASU CITY, AZ 86406

MAHONEY SHAWN T
3066 W RIDGEVIEW DR
FLAGSTAFF, AZ 86001

MARQUARDT WILLIAM J & MARY MARTIN DECLATION OF TRUST DTD 9-26-96
PO BOX 2603
AVILA BEACH, CA 93424

MARSTERS AARON E & NICKI C
3801 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

MARTINEZ EMELINE LIVING TRUST DTD 8-2-18
3817 S WILD WEST TRL
FLAGSTAFF, AZ 86001

MARTINEZ MACLOVIO & VERA
1904 N EAST ST
FLAGSTAFF, AZ 86004

MENARD RA & WL RVCBL TRUST DTD 6/29/06
3834 S WILD WEST TRL
FLAGSTAFF, AZ 86005

MESERVE STEPHEN
3751 S WILD WEST TRL
FLAGSTAFF, AZ 86005

MICHAEL LUEY
711 W OLD TERRITORY
FLAGSTAFF, AZ 86005

MIHALIK RICHARD
4793 S DORY TRAIL
FLAGSTAFF, AZ 86005

MILLER THOMAS & DARLENE TRUST DTD 4-4-13
5959 W LONE CACTUS DR
GLENDALE, AZ 85308

MOUNTAIN SCHOOL INC
311 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

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MYERS ED & TRISHA
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FLAGSTAFF, AZ 86005

MYERS MARY CYNTHIA AKA MYERS CYNTHIA
3726 S WILD WEST TRL
FLAGSTAFF, AZ 86005

NEISES PAMELA J
3804 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

OHAGAN MICHAEL & JENNIFER
349 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

ONDREJECH DAVID ANTHONY & MARIA M
3199 S DEBBIE ST
FLAGSTAFF, AZ 86001

OROZCO CLINT ANTHONY & LISA M
3746 S WAGON TRL
FLAGSTAFF, AZ 86005

P41 LLC
16192 N 157TH AV
SURPRISE, AZ 85374

PAHLER MULTI-FAMILY FOUR LLC
2309 N WALNUT RIDGE LANE
FLAGSTAFF, AZ 86004

PALM DANIEL FRANK & LILIANE
3776 S WILD WEST TRL
FLAGSTAFF, AZ 86005

PARKER FAMILY TRUST DTD 7-12-06
3842 S WAGON TRL
FLAGSTAFF, AZ 86005

PARTNERSHIP FOR QUALITY AFFORDABLE ; HOUSING NO 4
8585 E BELL RD STE 104
SCOTTSDALE, AZ 85260

PASEIRO DANIEL
3981 S NICHOLAS ST
FLAGSTAFF, AZ 86005

PATRICK JASON W & YADIMI ADLAON
589 W FAITHS WAY
FLAGSTAFF, AZ 86005

PATTERSON DANIEL M & AYSUN
1900 W NICKERSON ST NO 116 B-17
SEATTLE, WA 98119

PATTON FRANK JR & VONDA L
1325 MOUNTAINAIRE RD
FLAGSTAFF, AZ 86005

PAUL PROPERTIES LLC
3847 W MARIPOSA GRANDE
GLENDALE, AZ 85310

PEASE LIVING TRUST DTD 11-01-06
1962 N CRESCENT DR
FLAGSTAFF, AZ 86001

PENDLEY LD TRUST DTD 06-08-93
1578 W BRIGHTON AVE
EL CENTRO, CA 92243

PENDLEY LISA D TRUST RESTATED 02-03-08
1935 VINE ST
EL CENTRO, CA 92243

PETTIT BRIENNE & JAMES
268 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

PHELPS BRIAN & DANIELLE
182 E MOHAWK DR
FLAGSTAFF, AZ 86005

PLATO HOLDINGS X LLC
9411 E CALLE DE LAS BRISAS
SCOTTSDALE, AZ 85255

PLEGER JEFF SCOTT
3428 S LITZLER DR
FLAGSTAFF, AZ 86005

PONDEROSA TRAILS HOA; C/O STERLING REAL ESTATE MGMT
323 S RIVER RUN RD NO 1
FLAGSTAFF, AZ 86001

PORTER MICHAEL ROBERT
8325 E ANGUS DR
SCOTTSDALE, AZ 85251

POUENMUANG ARIN
396 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

PRAGER BRIAN M & TAMMARA A
495 W OLD TERIITORY TRAIL
FLAGSTAFF, AZ 86005

PRAGER BRIAN M & TAMMARA A
495 W OLD TERRITORY TRL
FLAGSTAFF, AZ 86005

PRESTON WM R JR TRUSTEE ; PRESTON FAMILY TRUST U/A DTD 12-1-86
PO BOX E
FLAGSTAFF, AZ 86002

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QUEEN DONALD G & DANETTE M
861 W COY DR
FLAGSTAFF, AZ 86005

RAAB SCOT
737 W CATTLE DRIVE TRAIL
FLAGSTAFF, AZ 86005

RED ROCK TABLE ROCK ASSOC LLC
8427 N MILBROOK RD STE 110
FRESNO, CA 93720

REIFF GREG W
138 W MEXICAN HAT TRL
FLAGSTAFF, AZ 86005

REILLY HELENA PEREZ
3437 S LITZLER DR
FLAGSTAFF, AZ 86005

REZNICK NW FMLY TR C/U THE ALCOVE TRUST DTD 11-29-04
PO BOX 880123
STEAMBOAT SPRINGS, CO 80488

RICE ROBERT & BETHANY
3209 S SANCTUARY LN
FLAGSTAFF, AZ 86005

ROBERTS DENNIS E
4006 S JOSEPH ST
FLAGSTAFF, AZ 86005

ROBERTS RICKY LEE & JULIE A
122 E MOHAWK DR
FLAGSTAFF, AZ 86005

ROSE CRAIG S & LORRAINE L
3739 S WILD WEST TRL
FLAGSTAFF, AZ 86005

SANCTUARY HOMEOWNERS ASSOCIATION INC
2020 N RIO DE FLAG DR
FLAGSTAFF, AZ 86004

SANDOVAL FAUSTINO E
370 W OLD TERRITORY TRL
FLAGSTAFF, AZ 86005

SAVOY MICHAEL R
613 W MARTY'S WAY
FLAGSTAFF, AZ 86005

SCANDORA PHIL & LORI
4853 S BRIGHT ANGEL TRAIL
FLAGSTAFF, AZ 86005

SCHERPEREEL DIANE
460 W OLD TERRITORY TRAIL
FLAGSTAFF, AZ 86005

SCHMIERER ADELAIDE M 1988 REVOCABLE TRUST
1120 NYE ST NO 320
SAN RAFAEL, CA 94901

SCHMIERER THOMAS & CARON
578 MILLER CREEK RD
SAN RAFAEL, CA 94903

SCHUETT LOWEN
4879 S ELVES CHASM
FLAGSTAFF, AZ 86005

SCOVEL DENNIS & SHARLA
122 W SEPARATION CANYON TRAIL
FLAGSTAFF, AZ 86005

SELLERS SHANNON R
3417 S COCOPAH DR
FLAGSTAFF, AZ 86005

SEPOLUEDA ANAMARIE
1211 W WESTON TRAIL
FLAGSTAFF, AZ 86005

SIDHU FMLY TRUST DTD 11/15/04
4635 ALLENDE AVE
OCEANSIDE, CA 92057

SIFLING SHARON
4865 S BRIGHT ANGEL TRAIL
FLAGSTAFF, AZ 86005

SIMMONS MITCHELL A
24688 N 106TH LN
PEORIA, AZ 85383

SIMON EUGENE C & MARSHA A
781 UNIVERSITY HTS DR S
FLAGSTAFF, AZ 86005

SIMONSEN PAUL
4819 S ELVES CHASM
FLAGSTAFF, AZ 86005

SINCLAIR SPRINGS TOWNHOME ASSOCIATION INC
323 S RIVER RUN RD NO 1
FLAGSTAFF, AZ 86001

SK5-ELA LLC
500 N MARKET PLACE DR NO 101
CENTERVILLE, UT 84014

SMITH AMY R
2738 FRED BREEN
FLAGSTAFF, AZ 86005

SMITH LINDA D
134 E MOHAWK DR
FLAGSTAFF, AZ 86005

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FLAGSTAFF, AZ 86005

STEVENS FREDERICK M
44007 N 49TH DR
PHOENIX, AZ 85087

STOFFERS WILLIAM H
2530 BLUE HORIZON RD
SEDONA, AZ 86336

STRIEBY CAROL
855 W SOUTHERN AVE NO 1036
MESA, AZ 85210

TAMAYO ENTERPRISES LLC
PO BOX 52085
PHOENIX, AZ 85072

TAYLOR ANDREW & JESSICA
98 W MEXICAN HAT
FLAGSTAFF, AZ 86005

TEN ELENA
2730 W JACLYN DR
FLAGSTAFF, AZ 86001

THOMPSON SHERRIE LIVING TRUST DTD 3/14/17
3434 S LITZLER DR
FLAGSTAFF, AZ 86005

TIMBER TRAILS APARTMENTS/FLAGSTAFF LLC
4745 N 7TH ST STE 110
PHOENIX, AZ 85014

TOPE JOSHUA GREGORY & REBECCA L
3464 S LITZLER DR
FLAGSTAFF, AZ 86005

TORRES MARIO
213 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

TWO DOGS PROPERTIES LLC
5133 E KATHLEEN RD
SCOTTSDALE, AZ 85254

VALLEN GARY & KIM TRUST DTD 10-09-13
1655 N KITTREDGE RD
FLAGSTAFF, AZ 86001

VIRTU VLM I BORROWER LLC
5973 AVENIDA ENCINAS STE 220
CARLSBAD, CA 92008

WARREN MEGHAN
231 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

WATSON JR REVOCABLE TRUST DTD 11-28-06
2556 CANYON RD
ESCONDIDO, CA 92025

WEBB FAMILY LIVING TRUST
2137 E NICOLET AVE
PHOENIX, AZ 85020

WEIDINGER JESSE & MAGGIE JT
PO BOX 3745
FLAGSTAFF, AZ 86003

WEIMER WILLIAM DAVID & DANITA LOUISE
3858 WAGON TRL
FLAGSTAFF, AZ 86005

WERTZ ROBERT W JR & DEBORAH V
11050 MARGARET WAY
FLAGSTAFF, AZ 86004

WEST LAURA JO
3850 S WAGON TRAIL
FLAGSTAFF, AZ 86005

WHITE CLINT J & DEBRA L
3793 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

WILLEY NICHOLAS G & MARSHA S
8312 E SANDSTONE DR
TUCSON, AZ 85750

WOODWARD JULIE
335 W BERYL
FLAGSTAFF, AZ 86005

WOOLVERTON JOSEPH DONALD & CLAUDIA LEA
PO BOX 604
TALIHINA, OK 74571

WU DI
3884 S MINING CAMP TRL
FLAGSTAFF, AZ 86005

WW FAMILY TRUST DATED 10-12-92
3974 S NICHOLAS ST
FLAGSTAFF, AZ 86005

XIANGMING UU
216 W GOLD RUSH
FLAGSTAFF, AZ 86005

YATES BRANDON
194 E MOHAWK DR
FLAGSTAFF, AZ 86005

YOUNG NEAL
5040 S TOPAZ
FLAGSTAFF, AZ 86005

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3120 ROSS AVE
KINGMAN, AZ 86401

MAGEE REBECCA & MATTHEW
1012 N PONT HIGGINS RD
KETCHIKAN, AK 99901

ATTENDEES TO SECOND OPEN HOUSE NOT ON MAILING LIST:

TOM & KATHLEEN CARPENTER
3789 S. SUTTER CREEK TRAIL
FLAGSTAFF, AZ 86005

PHILIP GOLDBLATT
3846 S. WILD WEST TRAIL
FLAGSTAFF, AZ 86005

GREG & SANDY LOSTRACCO
90 W. SEPARATION CANYON TRAIL
FLAGSTAFF, AZ 86005

SKYLER & HEIDI LOFGREN
34 W. SEPARATION CANYON TRAIL
FLAGSTAFF, AZ 86005

ERIC & MOLLY GREENWALD
1497 W WESTON TRAIL
FLAGSTAFF, AZ 86005

PHIL & LORI SCANDORA
4853 S. BRIGHT ANGEL TRAIL
FLAGSTAFF, AZ 86005

RAE & NATHAN JONES
3748 S. WILD WEST TRAIL
FLAGSTAFF, AZ 86005

JEFF SMITH
37 W. TRAVERTINE TRAIL
FLAGSTAFF, AZ 86001

ALAXANDRA PURCCIARELLI
CITY OF FLAGSTAFF, 211 W ASPEN AVE
FLAGSTAFF, AZ 86001

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Affidavit of Sign Posting

Case Number: PZ-17-00218-03

Project Name: Aura Flagstaff

Applicant Name: Withey Morris PLC / Jason Morris

Location: West of the southwest corner of High Country Trail & Lake Mary Rd.

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the **applicant** for public hearings in the City of Flagstaff shall post signs as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property 15 days prior to the hearing and to update the hearing information on the sign until final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within seven (7) days after the final disposition of the case.**

I confirm that the site has been posted as detailed in Section 10-20.30.080 of the Zoning Code as well as the Public Hearing Notice Sign Specifications included in this application for the case above and the site was posted at least fifteen (15) days prior to the public hearing.

See attached date stamped photo exhibit of posted signs.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this 9th day of April, 2019 by:

Audry Millard
Notary Public

AUDRY MILLARD
Notary Public, State of Arizona
Maricopa County
My Commission Expires
May 22, 2021

My Commission Expires:

May 22, 2021


City of Flagstaff
PUBLIC HEARING
Planning and Zoning Commission: April 24, 2019 at 4:00 p.m.
City Council: May 21,2019 at 6 p.m.
LOCATION OF HEARING(S): Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona
REQUEST :Zoning Map Amendment Application - from RR & ER to MR
PROPOSAL: 173 Unit Multi-family Residential Development
GENERAL LOCATION: West of the southwest corner of Lake Mary Road and High Country Trail
SIZE OF SITE: 16.111 Acres
CASE# PZ-17-00218-03
APPLICANT/CONTACT: Jason Morris / Withey Morris PLC
PHONE#: (602) 230-0600
Planning & Development Services Department: 928-213-2600
Posting Date: April 9, 2019


City of Flagstaff
PUBLIC HEARING
Planning and Zoning Commission: April 24, 2019 at 4:00 p.m.
City Council: May 21,2019 at 6 p.m.
LOCATION OF HEARING(S): Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona
REQUEST :Zoning Map Amendment Application - from RR & ER to MR
PROPOSAL: 173 Unit Multi-family Residential Development
GENERAL LOCATION: West of the southwest corner of Lake Mary Road and High Country Trail
SIZE OF SITE: 16.111 Acres
CASE# PZ-17-00218-03
APPLICANT/CONTACT: Jason Morris / Withey Morris PLC
PHONE#: (602) 230-0600
Planning & Development Services Department: 928-213-2600

Jessi Thornton

From: Jessi Thornton
Sent: Tuesday, April 9, 2019 3:24 PM
To: Alaxandra Pucciarelli
Cc: 'Todd Gosselink'; Tristan Charlesworth
Subject: Public Hearing - Affidavits of Sign Posting and mailing - Aura Flagstaff
Attachments: affidavit for 3rd ltr PZ-17-00218-03.pdf; 57190409 Affidavit of Sign Posting.pdf

Alax,

Please find the attached copy of the affidavit of public hearing notice, sent on April 8, 2019 to the 1,000 foot mailing radius, plus prior meeting attendees. I have also attached the affidavit of sign posting for the public hearings.

Thanks,

Jessi Thornton
Withey Morris, PLC
2525 E. Arizona Biltmore Circle, Ste A-212
Phoenix, AZ 85016
602-230-0600 – Main
602-346-4618 – Direct
602-510-3654 – Mobile

This e-mail, and any attachment(s), is intended only for the person or entity to which it is addressed and may contain information that is privileged, confidential or otherwise protected from disclosure. Dissemination, distribution or copying of this e-mail or the information herein by anyone other than the intended recipient, or an employee or agent responsible for delivering the message to the intended recipient, is prohibited. If you have received this e-mail in error, please destroy the original message and all copies.

Affidavit of Notifications to Affected Property Owners

Case Number: PZ-17-00218-03

Project Name: Aura Flagstaff

Applicant Name: Withey Morris PLC/Jason Morris

Location: West of the Southwest Corner of High Country Drive & Lake Mary Rd.

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the **applicant** for public hearings in the City of Flagstaff shall notify affected property owners as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to establish a list of the names and addresses of persons who require notification of a public hearing as established in sections 10-20.30.60.(A).3, 10-20.30.60.(B), and 10-20.30.60.(C) of the Zoning Code, and mail a notice of required public hearing via first class mail to each of the persons on the list referenced above no later than 15 days prior to the public hearing date. It shall also be the responsibility of the applicant to submit a notarized copy of the mailing list to the Director prior to the fifteenth day before the public hearing date.**

I confirm that the public hearing notifications were mailed as detailed in Section 10-20.30.080 of the City of Flagstaff Zoning Code at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this 7th day of May, 2019 by:

Ann K Scheuermann
Notary Public

ANN K. SCHEUERMANN
Notary Public, State of Arizona
Maricopa County
My Commission Expires
May 30, 2021

My Commission Expires:

May 30, 2021

WITHEY MORRIS PLC
ATTORNEYS AT LAW

May 6, 2019

Re: **Updated Public Hearing Notice – Zoning Map Amendment Application (PZ-17-00218-03)** for the Property Located along High Country Trail, Approximately 390 feet West of Lake Mary Road

Dear Property Owner, Resident or Neighborhood Association Leader:

As you will recall from prior correspondence, this firm represents Trinsic Acquisition Company LLC (the "Applicant") regarding approximately 16.111 acres located west of the intersection of Lake Mary Road and High Country Trail as shown on the enclosed map (the "Property"). The Property is situated just south of I-17, runs south across High Country Trail, and is adjacent to multi-family residential, zoned Medium Density Residential (MR), on the west; multi-family residential, zoned High Density Residential (HR), on the southeast; a vacant parcel, zoned Highway (HC), on the northeast; and single-family residential, zoned Single Family Residential (R1). A zoning map amendment application (PZ-17-00218-03) was filed with the city of Flagstaff to rezone the Property from Rural Residential (RR) and Estate Residential (ER) to Medium Density Residential (MR). The Applicant intends to develop Aura Flagstaff, a 173 unit luxury multi-family residential community on the Property. The development has been designed to provide civic and resident open space, protect existing natural resources and meet the City's Zoning Code provisions.

The purpose of this letter is to inform you that hearings before the Flagstaff Planning and Zoning Commission and the City Council to consider application PZ-17-00218-03 have been rescheduled.

The public meeting/hearing schedule is now as follows:

Planning & Zoning Commission:	May 22, 2019 4:00 p.m. Council Chambers of City Hall 211 West Aspen Avenue, Flagstaff, Arizona
Flagstaff City Council:	June 18, 2019 6:00 p.m. Council Chambers of City Hall 211 West Aspen Avenue, Flagstaff, Arizona

You are welcome to attend the hearings to learn about the case and share your thoughts about it. Please confirm the meeting details with the Flagstaff Planning and Development Services Department before attending as the dates are subject to change. Hearing information will also be posted on a sign on the Property and in the newspaper. You may contact Alaxandra Pucciarelli, Planning Development Manager, by email at apucciarelli@flagstaffaz.gov or by telephone at 928-213-2640 if you have questions about the application and to request to view the application. You may also share your thoughts about the application by writing to the Flagstaff Planning and Development Services, Flagstaff City Hall, 211 West Aspen, Flagstaff, Arizona 86001. Please be sure to include the application number so the letter may be included in the case file.

Sincerely yours,
WITHEY MORRIS PLC

By
Jessi Thornton

Enclosure

PHONE: 602-230-0600 FAX: 602-212-1787 2525 E. Arizona Biltmore Circle, Suite A-212, Phoenix, AZ 85016

AERIAL PARCEL MAP



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10105 FLORENCE NE
ALBUQUERQUE, NM 87122

3448 LITZLER DRIVE LLC
4866 FAILTE LANE
FLAGSTAFF, AZ 86001

381 CATTLE LLC
6301 N 4TH DR
PHOENIX, AZ 85013

A & D FLAGSTAFF PROPERTIES LLC
3945 WESTWOOD CIR
FLAGSTAFF, AZ 86005

ALFRED ROBERT L & MELANIE J
378 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

ANDERSON WENDY
4796 S DORY
FLAGSTAFF, AZ 86005

ANDRESS MURRAY F & GINA G
3761 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

ANDRESS PAULA
3774 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

ANITA LENDERS LLC
8704 E CLUBHOUSE WAY
SCOTTSDALE, AZ 85255

ARCINIAGA NICOLAS A
3276 S LITZLER DR
FLAGSTAFF, AZ 86005

ARIZONA GAME & FISH COMMISION
5000 W CAREFREE HWY
PHOENIX, AZ 85086

ASPEN TRAIL HOMEOWNER'S ASSOCIATION
323 S RIVER RUN RD NO 1
FLAGSTAFF, AZ 86001

AUZA FLAGSTAFF LLC
3378 S 16TH AVE
YUMA, AZ 85365

BAKER FAMILY LIVING TRUST DTD 8-28-17
3831 S WILD WEST TRL
FLAGSTAFF, AZ 86005

BATY ACE M III & KRISTY
3788 S WILD WEST TRL
FLAGSTAFF, AZ 86005

BECKWITH DUANE & KOSIK FRANCES TRUST DTD 03-31-08
230 E MOHAWK CIR
FLAGSTAFF, AZ 86005

BELL HEATHER A
146 E MOHAWK DR
FLAGSTAFF, AZ 86005

BENSON KATHERINE E & JAMES A
873 W COY DR
FLAGSTAFF, AZ 86005

BESLER KAYLA
126 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

BLANCHARD DAVID
3892 S MARBLE CANYON TRAIL
FLAGSTAFF, AZ 86005

BORSELLI GREGORY A & SHERI A LIVING TRUST DTD 12-9-11
4831 E RANCHO TIERRA DR
CAVE CREEK, AZ 85331

BORUNDA JONATHAN P & ERICA B
352 W OLD TERRITORY TRL
FLAGSTAFF, AZ 86005

BOYLE FAMILY LIVING TRUST DTD 4-19-11
75 W MEXICAN HAT TRL
FLAGSTAFF, AZ 86005

BROWN CRYSTAL
3225 S SANCTUARY LN
FLAGSTAFF, AZ 86001

BRUUN STEVEN & WENDY M
3876 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

BURTON BRYAN
686 W OLD TERRITORY TRAIL
FLAGSTAFF, AZ 86005

CAHILL SUSAN L & DEREK D
3800 S WAGON TRL
FLAGSTAFF, AZ 86005

CARDENAS EDUARDO & ROSSY
5225 BELLAZZA CT
RENO, NV 89519

CARLSON ROBIN
3455 N BOYCE SPRING LN
TUCSON, AZ 85745

CARPENTER THOMAS M & KATHLEEN
3789 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

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CHASAN JEANETTE
3822 S WILD WEST TRL
FLAGSTAFF, AZ 86005

CHEN YE
216 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

CHERRY SPENCER C & JOANNE L CPWROS ; CHERRY JONATHAN A
4401 39TH ST
PHOENIX, AZ 85018

CHURCH OF THE RESURRECTION FLAGSTAFF INC
740 W UNIVERSITY HEIGHTS DR S
FLAGSTAFF, AZ 86005

CIULEI BRYCE
3770 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

COLEMAN VICTORIA
70 W GNEISS TRAIL
FLAGSTAFF, AZ 86005

COLES LAURA K
904 N BEAVER ST
FLAGSTAFF, AZ 86001

COLLINS FAMILY LIVING REVOCABLE TRUST DTD 4/15/08
3811 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

CONKLIN LIVING TRUST DTD 6-26-09
3875 MINING CAMP TRL
FLAGSTAFF, AZ 86005

COOK RALPH EDWARD & GAIL J REVOCABLE LIVING TRUST DTD 5-31-13
3808 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

Current Tenant
3378 S 16TH AVE
YUMA, AZ 85365

CUSTER JAMES & TAYLOR L
5172 OPAL RD
FLAGSTAFF, AZ 86005

DAHL JULIANNE & NATHAN
3755 S WILD WEST TRL
FLAGSTAFF, AZ 86005

D'ARPA JEFFREY C
80 W MEXICAN HAT TRL
FLAGSTAFF, AZ 86005

DE ALVA CHAD & BETHANY
3790 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

DEBOLD TOM C & MARY DELFINO
885 W COY DR
FLAGSTAFF, AZ 86005

DECHTER MICHAEL M & SARA E
126 W MEXICAN HAT TRL
FLAGSTAFF, AZ 86005

DEGHER DOUGLAS
423 E DAVID
FLAGSTAFF, AZ 86001

DENHAM CHRISTOPHER L
180 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

DERESHIWSKY MARY I
3508 S LITZLER DR
FLAGSTAFF, AZ 86005

DIVINE JILL
3786 S SUTTER CREEK TRL
FLAGSTAFF, AZ 86005

DODGE RALPH
4815 S BRIGHT ANGEL TRAIL
FLAGSTAFF, AZ 86005

DONNELLY F JAMES & PAMELA FAMILY REVOCABLE TRUST DTD 07-21-17
11170 N STARGAZER DR
TUCSON, AZ 85737

DORST KEVIN SURVIVOR'S TRUST (A TRUST)
6416 STANLEY AVE
SAN DIEGO, CA 92115

DU PREZ ROY J III
3256 S HUNTER PL
FLAGSTAFF, AZ 86005

ERAS LIONEL RUDOLPH TRUSTEE ; ERAS LR LVG TRUST DTD 1-23-01
8355 E VIA DEL BELLEZA
SCOTTSDALE, AZ 85258

ESTER CHARLES E JR & ALICE G REVOCABLE TRUST U/A DTD 06-02-98
11435 N 49TH DR
GLENDALE, AZ 85304

EVANS BRYAN M & ELLA M
401 BERTHA WAY
VINE GROVE, KY 40175

FARKAS URI & MEGAN
198 W GOLD RUSH TRL
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SAN LORENZO, CA 94580

FERGUSON-WHORTON FAMILY TRUST UA DTD 07-01-02
592 W FAITHS WAY
FLAGSTAFF, AZ 86005

FERLAZZO LIVING TRUST DTD 12-16-14
9200 N ROUNDTREE RD
FLAGSTAFF, AZ 86001

FERRARO KATHLEEN
6052 ABINEAU CANYON DR
FLAGSTAFF, AZ 86004

FINE LEWIS H
3764 S WAGON TRL
FLAGSTAFF, AZ 86005

FISCHENICH MAXWELL A
3233 S SANCTUARY LN
FLAGSTAFF, AZ 86005

FLAGSTAFF CITY OF
211 W ASPEN AVE
FLAGSTAFF, AZ 86001

FRANCIS ANDREA K
3843 S WAGON TRAIL
FLAGSTAFF, AZ 86005

FRIEDMANN JILL MARIE KOELLING
110 E MOHAWK DR
FLAGSTAFF, AZ 86005

GARARD PATRICK L & JESSICA B
158 E MOHAWK DR
FLAGSTAFF, AZ 86005

GARCIA JOSE J & BERENICE
1517 E ALBA DR
CASA GRANDE, AZ 85122

GARGIONE RAE A
3748 S WILD WEST TRL
FLAGSTAFF, AZ 86001

GAULOCHER CHRISTINE
218 E MOHAWK DR
FLAGSTAFF, AZ 86005

GIBBS FAMILY LIVING TRUST DTD 07-23-11
204 E ZUNI DR
FLAGSTAFF, AZ 86005

GILB PROPERTIES LLC
12695 PICRUS ST
SAN DIEGO, CA 92129

GLAU A COURTNEY
4870 BRIGHT ANGEL TRAIL
FLAGSTAFF, AZ 86005

GOBEIL JEFFREY R & MISTY A
849 W COY DR
FLAGSTAFF, AZ 86005

GODINEZ DANNY & LUCINDA BERNEY
3799 S WAGON TRL
FLAGSTAFF, AZ 86005

GOLDBLATT PHILIP H
3846 S WILD WEST TRL
FLAGSTAFF, AZ 86005

GREEN RYAN T & STEFANIE R
360 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

GUETSCHOW WALTER H DTD 7-16-08
3728 S WAGON TRL
FLAGSTAFF, AZ 86005

HANSON BRENT L
3504 S LITZLER DR
FLAGSTAFF, AZ 86005

HARADA DARLENE
707 E 4TH ST
PERRIS, CA 92570

HARJU CLAIRE B & RYAN
365 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

HAWTHORNE MARK & STEPHANIE MARTINEZ
112 W MEXICAN HAT TRL
FLAGSTAFF, AZ 86005

HIGH COUNTRY/FLAGSTAFF LP
4745 N 7TH STREET SUITE 110
PHOENIX, AZ 85014

HILLIARD CHRISTY
94 W GNEISS TRAIL
FLAGSTAFF, AZ 86005

HOOVER WILLIAM J
3781 S WAGON TRL
FLAGSTAFF, AZ 86005

HORR KENNETH & ROSEMARY J
3503 S COCOPAH DR
FLAGSTAFF, AZ 86005

HUNNICUTT TIMOTHY E & SHARON T TRUSTEES ; HUNNICUTT FAMILY TRUST DTD 1/31/02
737 W LYNWOOD
PHOENIX, AZ 85007

HUNZIKER KELLY
3763 S WILD WEST TRL
FLAGSTAFF, AZ 86005

IANNONE DAVID & LISA
15645 S 5TH ST
PHOENIX, AZ 85048

JARCHOW LARRY LEE & JANET M
3825 S WILD WEST TRL
FLAGSTAFF, AZ 86005

JOHNSON KEVIN
93 W SEPARATION CANYON TRAIL
FLAGSTAFF, AZ 86005

JONES JAYME L
3306 S LITZLER DR
FLAGSTAFF, AZ 86005

JORDON TERRY & LAURA
3834 S WAGON TRL
FLAGSTAFF, AZ 86005

KERSH JOHN D & JANET M
1814 E FRIESS DR
PHOENIX, AZ 85022

KINZEL MARYANN F
3876 S OXBOW LOOP
FLAGSTAFF, AZ 86005

KIRCHER JONATHON G & ANGELA R
3810 S WILD WEST TRL
FLAGSTAFF, AZ 86005

KRAFT NICHOLAS J W
177 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

KRAGH JANET K REVOCABLE TRUST DTD 07-18-95
3262 S LITTLE DR
FLAGSTAFF, AZ 86005

LEMON JEFFREY C & DEBRA L
162 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

LICINI JOHN J II
3286 S LITZLER DR
FLAGSTAFF, AZ 86005

LOMBARDI ANGEL
180 W GOLD RUSH TRAIL
FLAGSTAFF, AZ 86005

LOMBARDO DENNIS & REBECCA
5570 E FAIRWAY TRL
CAVE CREEK, AZ 85331

LOPEZ ALFREDO G & EVA F
3484 S LITZLER DR
FLAGSTAFF, AZ 86005

LUMPKINS CHARLES EMERSON
313 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

LUNDIN PROPERTIES INVESTMENTS LLC
781 YOSEMITE DR
LAKE HAVASU CITY, AZ 86406

MAHONEY SHAWN T
3066 W RIDGEVIEW DR
FLAGSTAFF, AZ 86001

MARQUARDT WILLIAM J & MARY MARTIN DECLATION OF TRUST DTD 9-26-96
PO BOX 2603
AVILA BEACH, CA 93424

MARSTERS AARON E & NICKI C
3801 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

MARTINEZ EMELINE LIVING TRUST DTD 8-2-18
3817 S WILD WEST TRL
FLAGSTAFF, AZ 86001

MARTINEZ MACLOVIO & VERA
1904 N EAST ST
FLAGSTAFF, AZ 86004

MENARD RA & WL RVCBL TRUST DTD 6/29/06
3834 S WILD WEST TRL
FLAGSTAFF, AZ 86005

MESERVE STEPHEN
3751 S WILD WEST TRL
FLAGSTAFF, AZ 86005

MICHAEL LUEY
711 W OLD TERRITORY
FLAGSTAFF, AZ 86005

MIHALIK RICHARD
4793 S DORY TRAIL
FLAGSTAFF, AZ 86005

MILLER THOMAS & DARLENE TRUST DTD 4-4-13
5959 W LONE CACTUS DR
GLENDALE, AZ 85308

MOUNTAIN SCHOOL INC
311 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

MOZIE NORMAN DANNY & KALIA L MARRIOTT-MOZIE KALIA L
3217 S SANCTUARY LN
FLAGSTAFF, AZ 86005

MYERS ED & TRISHA
3726 S WILD WEST TRL
FLAGSTAFF, AZ 86005

MYERS MARY CYNTHIA AKA MYERS CYNTHIA
3726 S WILD WEST TRL
FLAGSTAFF, AZ 86005

NEISES PAMELA J
3804 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

OHAGAN MICHAEL & JENNIFER
349 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

ONDREJECH DAVID ANTHONY & MARIA M
3199 S DEBBIE ST
FLAGSTAFF, AZ 86001

OROZCO CLINT ANTHONY & LISA M
3746 S WAGON TRL
FLAGSTAFF, AZ 86005

P41 LLC
16192 N 157TH AV
SURPRISE, AZ 85374

PAHLER MULTI-FAMILY FOUR LLC
2309 N WALNUT RIDGE LANE
FLAGSTAFF, AZ 86004

PALM DANIEL FRANK & LILIANE
3776 S WILD WEST TRL
FLAGSTAFF, AZ 86005

PARKER FAMILY TRUST DTD 7-12-06
3842 S WAGON TRL
FLAGSTAFF, AZ 86005

PARTNERSHIP FOR QUALITY AFFORDABLE ; HOUSING NO 4
8585 E BELL RD STE 104
SCOTTSDALE, AZ 85260

PASEIRO DANIEL
3981 S NICHOLAS ST
FLAGSTAFF, AZ 86005

PATRICK JASON W & YADIMI ADLAON
589 W FAITHS WAY
FLAGSTAFF, AZ 86005

PATTERSON DANIEL M & AYSUN
1900 W NICKERSON ST NO 116 B-17
SEATTLE, WA 98119

PATTON FRANK JR & VONDA L
1325 MOUNTAINAIRE RD
FLAGSTAFF, AZ 86005

PAUL PROPERTIES LLC
3847 W MARIPOSA GRANDE
GLENDALE, AZ 85310

PEASE LIVING TRUST DTD 11-01-06
1962 N CRESCENT DR
FLAGSTAFF, AZ 86001

PENDLEY LD TRUST DTD 06-08-93
1578 W BRIGHTON AVE
EL CENTRO, CA 92243

PENDLEY LISA D TRUST RESTATED 02-03-08
1935 VINE ST
EL CENTRO, CA 92243

PETTIT BRIENNE & JAMES
268 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

PHELPS BRIAN & DANIELLE
182 E MOHAWK DR
FLAGSTAFF, AZ 86005

PLATO HOLDINGS X LLC
9411 E CALLE DE LAS BRISAS
SCOTTSDALE, AZ 85255

PLEGER JEFF SCOTT
3428 S LITZLER DR
FLAGSTAFF, AZ 86005

PONDEROSA TRAILS HOA; C/O STERLING REAL ESTATE MGMT
323 S RIVER RUN RD NO 1
FLAGSTAFF, AZ 86001

PORTER MICHAEL ROBERT
8325 E ANGUS DR
SCOTTSDALE, AZ 85251

POUENMUANG ARIN
396 W CATTLE DRIVE TRL
FLAGSTAFF, AZ 86005

PRAGER BRIAN M & TAMMARA A
495 W OLD TERITORY TRAIL
FLAGSTAFF, AZ 86005

PRAGER BRIAN M & TAMMARA A
495 W OLD TERRITORY TRL
FLAGSTAFF, AZ 86005

PRESTON WM R JR TRUSTEE ; PRESTON FAMILY TRUST U/A DTD 12-1-86
PO BOX E
FLAGSTAFF, AZ 86002

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QUEEN DONALD G & DANETTE M
861 W COY DR
FLAGSTAFF, AZ 86005

RAAB SCOT
737 W CATTLE DRIVE TRAIL
FLAGSTAFF, AZ 86005

RED ROCK TABLE ROCK ASSOC LLC
8427 N MILBROOK RD STE 110
FRESNO, CA 93720

REIFF GREG W
138 W MEXICAN HAT TRL
FLAGSTAFF, AZ 86005

REILLY HELENA PEREZ
3437 S LITZLER DR
FLAGSTAFF, AZ 86005

REZNICK NW FMLY TR C/U THE ALCOVE TRUST DTD 11-29-04
PO BOX 880123
STEAMBOAT SPRINGS, CO 80488

RICE ROBERT & BETHANY
3209 S SANCTUARY LN
FLAGSTAFF, AZ 86005

ROBERTS DENNIS E
4006 S JOSEPH ST
FLAGSTAFF, AZ 86005

ROBERTS RICKY LEE & JULIE A
122 E MOHAWK DR
FLAGSTAFF, AZ 86005

ROSE CRAIG S & LORRAINE L
3739 S WILD WEST TRL
FLAGSTAFF, AZ 86005

SANCTUARY HOMEOWNERS ASSOCIATION INC
2020 N RIO DE FLAG DR
FLAGSTAFF, AZ 86004

SANDOVAL FAUSTINO E
370 W OLD TERRITORY TRL
FLAGSTAFF, AZ 86005

SAVOY MICHAEL R
613 W MARTY'S WAY
FLAGSTAFF, AZ 86005

SCANDORA PHIL & LORI
4853 S BRIGHT ANGEL TRAIL
FLAGSTAFF, AZ 86005

SCHERPEREEL DIANE
460 W OLD TERRITORY TRAIL
FLAGSTAFF, AZ 86005

SCHMIERER ADELAIDE M 1988 REVOCABLE TRUST
1120 NYE ST NO 320
SAN RAFAEL, CA 94901

SCHMIERER THOMAS & CARON
578 MILLER CREEK RD
SAN RAFAEL, CA 94903

SCHUETT LOWEN
4879 S ELVES CHASM
FLAGSTAFF, AZ 86005

SCOVEL DENNIS & SHARLA
122 W SEPARATION CANYON TRAIL
FLAGSTAFF, AZ 86005

SELLERS SHANNON R
3417 S COCOPAH DR
FLAGSTAFF, AZ 86005

SEPOLUEDA ANAMARIE
1211 W WESTON TRAIL
FLAGSTAFF, AZ 86005

SIDHU FMLY TRUST DTD 11/15/04
4635 ALLENDE AVE
OCEANSIDE, CA 92057

SIFLING SHARON
4865 S BRIGHT ANGEL TRAIL
FLAGSTAFF, AZ 86005

SIMMONS MITCHELL A
24688 N 106TH LN
PEORIA, AZ 85383

SIMON EUGENE C & MARSHA A
781 UNIVERSITY HTS DR S
FLAGSTAFF, AZ 86005

SIMONSEN PAUL
4819 S ELVES CHASM
FLAGSTAFF, AZ 86005

SINCLAIR SPRINGS TOWNHOME ASSOCIATION INC
323 S RIVER RUN RD NO 1
FLAGSTAFF, AZ 86001

SK5-ELA LLC
500 N MARKET PLACE DR NO 101
CENTERVILLE, UT 84014

SMITH AMY R
2738 FRED BREEN
FLAGSTAFF, AZ 86005

SMITH LINDA D
134 E MOHAWK DR
FLAGSTAFF, AZ 86005

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STASKEY PATRICK
206 E MOHAWK DR
FLAGSTAFF, AZ 86005

STEVENS FREDERICK M
44007 N 49TH DR
PHOENIX, AZ 85087

STOFFERS WILLIAM H
2530 BLUE HORIZON RD
SEDONA, AZ 86336

STRIEBY CAROL
855 W SOUTHERN AVE NO 1036
MESA, AZ 85210

TAMAYO ENTERPRISES LLC
PO BOX 52085
PHOENIX, AZ 85072

TAYLOR ANDREW & JESSICA
98 W MEXICAN HAT
FLAGSTAFF, AZ 86005

TEN ELENA
2730 W JACLYN DR
FLAGSTAFF, AZ 86001

THOMPSON SHERRIE LIVING TRUST DTD 3/14/17
3434 S LITZLER DR
FLAGSTAFF, AZ 86005

TIMBER TRAILS APARTMENTS/FLAGSTAFF LLC
4745 N 7TH ST STE 110
PHOENIX, AZ 85014

TOPE JOSHUA GREGORY & REBECCA L
3464 S LITZLER DR
FLAGSTAFF, AZ 86005

TORRES MARIO
213 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

TWO DOGS PROPERTIES LLC
5133 E KATHLEEN RD
SCOTTSDALE, AZ 85254

VALLEN GARY & KIM TRUST DTD 10-09-13
1655 N KITTREDGE RD
FLAGSTAFF, AZ 86001

VIRTU VLM I BORROWER LLC
5973 AVENIDA ENCINAS STE 220
CARLSBAD, CA 92008

WARREN MEGHAN
231 W GOLD RUSH TRL
FLAGSTAFF, AZ 86005

WATSON JR REVOCABLE TRUST DTD 11-28-06
2556 CANYON RD
ESCONDIDO, CA 92025

WEBB FAMILY LIVING TRUST
2137 E NICOLET AVE
PHOENIX, AZ 85020

WEIDINGER JESSE & MAGGIE JT
PO BOX 3745
FLAGSTAFF, AZ 86003

WEIMER WILLIAM DAVID & DANITA LOUISE
3858 WAGON TRL
FLAGSTAFF, AZ 86005

WERTZ ROBERT W JR & DEBORAH V
11050 MARGARET WAY
FLAGSTAFF, AZ 86004

WEST LAURA JO
3850 S WAGON TRAIL
FLAGSTAFF, AZ 86005

WHITE CLINT J & DEBRA L
3793 S BIG VALLEY TRL
FLAGSTAFF, AZ 86005

WILLEY NICHOLAS G & MARSHA S
8312 E SANDSTONE DR
TUCSON, AZ 85750

WOODWARD JULIE
335 W BERYL
FLAGSTAFF, AZ 86005

WOOLVERTON JOSEPH DONALD & CLAUDIA LEA
PO BOX 604
TALIHINA, OK 74571

WU DI
3884 S MINING CAMP TRL
FLAGSTAFF, AZ 86005

WW FAMILY TRUST DATED 10-12-92
3974 S NICHOLAS ST
FLAGSTAFF, AZ 86005

XIANGMING UU
216 W GOLD RUSH
FLAGSTAFF, AZ 86005

YATES BRANDON
194 E MOHAWK DR
FLAGSTAFF, AZ 86005

YOUNG NEAL
5040 S TOPAZ
FLAGSTAFF, AZ 86005

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Pat. avery.com/patents

ZITTERKOPF FAMILY TRUST DTD 02-08-00
3120 ROSS AVE
KINGMAN, AZ 86401

MAGEE REBECCA & MATTHEW
1012 N PONT HIGGINS RD
KETCHIKAN, AK 99901

ATTENDEES TO SECOND OPEN HOUSE NOT ON MAILING LIST:

TOM & KATHLEEN CARPENTER
3789 S. SUTTER CREEK TRAIL
FLAGSTAFF, AZ 86005

PHILIP GOLDBLATT
3846 S. WILD WEST TRAIL
FLAGSTAFF, AZ 86005

GREG & SANDY LOSTRACCO
90 W. SEPARATION CANYON TRAIL
FLAGSTAFF, AZ 86005

SKYLER & HEIDI LOFGREN
34 W. SEPARATION CANYON TRAIL
FLAGSTAFF, AZ 86005

ERIC & MOLLY GREENWALD
1497 W WESTON TRAIL
FLAGSTAFF, AZ 86005

PHIL & LORI SCANDORA
4853 S. BRIGHT ANGEL TRAIL
FLAGSTAFF, AZ 86005

RAE & NATHAN JONES
3748 S. WILD WEST TRAIL
FLAGSTAFF, AZ 86005

JEFF SMITH
37 W. TRAVERTINE TRAIL
FLAGSTAFF, AZ 86001

ALAXANDRA PURCCIARELLI
CITY OF FLAGSTAFF, 211 W ASPEN AVE
FLAGSTAFF, AZ 86001

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Affidavit of Sign Posting

Case Number: PZ-17-00218-02

Project Name: Aura Flagstaff

Applicant Name: Jason Morris/Withey Morris PLC

Location: West of the Southwest Corner of Lake Mary Road and High Country Trail

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the applicant for public hearings in the City of Flagstaff shall post signs as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property 15 days prior to the hearing and to update the hearing information on the sign until final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within seven (7) days after the final disposition of the case.**

I confirm that the site has been posted as detailed in Section 10-20.30.080 of the Zoning Code as well as the Public Hearing Notice Sign Specifications included in this application for the case above and the site was posted at least fifteen (15) days prior to the public hearing.

See attached date stamped photo exhibit of posted signs.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this 7th day of May, 2019 by:

_____
Notary Public

My Commission Expires:

May 30, 2021

ANN K. SCHEUERMANN
Notary Public, State of Arizona
Maricopa County
My Commission Expires
May 30, 2021


City of Flagstaff
PUBLIC HEARING
Planning and Zoning Commission: May 22, 2019 at 4:00 p.m.
City Council: June 18,2019 at 6 p.m.
LOCATION OF HEARING(S): Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona
REQUEST :Zoning Map Amendment Application - from RR & ER to MR
PROPOSAL: 173 Unit Multi-family Residential Development
GENERAL LOCATION: West of the southwest corner of Lake Mary Road and High Country Trail
SIZE OF SITE: 16.111 Acres
CASE# PZ-17-00218-03
APPLICANT/CONTACT: Jason Morris / Withey Morris PLC
PHONE#: (602) 230-0600
Planning & Development Services Department: 928-213-2600
Posting Date: May 6, 2019
05-06-19 @2:48pm


City of Flagstaff
PUBLIC HEARING
Planning and Zoning Commission: May 22, 2019 at 4:00 p.m.
City Council: June 18,2019 at 6 p.m.
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APPLICANT/CONTACT: Jason Morris / Withey Morris PLC
PHONE#: (602) 230-0600
Planning & Development Services Department: 928-213-2600
Posting Date: May 6, 2019
05-06-19 @2:48pm

Jessi Thornton

From: Jessi Thornton
Sent: Wednesday, May 8, 2019 9:59 AM
To: Alaxandra Pucciarelli
Cc: Todd Gosselink; Tristan Charlesworth; Jason Morris
Subject: RE: Aura posting
Attachments: 57190507 Affidavit of Sign Posting.pdf; Affidavit of Notification to Affected Property Owners 05-07-19.pdf

Alax,

Please find the attached affidavits for the mailing and sign posting reflecting the updated hearing dates for Aura Flagstaff.

Thanks,

Jessi Thornton
Withey Morris, PLC
2525 E. Arizona Biltmore Circle, Ste A-212
Phoenix, AZ 85016
602-230-0600 – Main
602-346-4618 – Direct
602-510-3654 – Mobile

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From: Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov>
Sent: Thursday, May 2, 2019 8:25 AM
To: Jessi Thornton <jessi@witheymorris.com>
Cc: Todd Gosselink <TGosselink@trinsicres.com>; Tristan Charlesworth <TCharlesworth@trinsicres.com>; Jason Morris <Jason@witheymorris.com>
Subject: RE: Aura posting

Hi Jessi-

These both look good. Thank you!

Alaxandra Pucciarelli
Planning Development Manager
Current Planning Program
211 W. Aspen Avenue

Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Jessi Thornton <jessi@witheymorris.com>
Sent: Wednesday, May 1, 2019 5:42 PM
To: Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov>
Cc: Todd Gosselink <TGosselink@trinsicres.com>; Tristan Charlesworth <TCharlesworth@trinsicres.com>; Jason Morris <Jason@witheymorris.com>
Subject: RE: Aura posting

Alax,

Please find the attached draft updated public notice letter and sign posting for Aura Flagstaff for your review. Please confirm these are approved for mailing/posting. We will need to send the sign posting language out by end of day tomorrow to be updated on time and the letters need to be prepped for mailing this Friday. Let me know if that give you enough time to review them.

Thanks,

Jessi Thornton
Withey Morris, PLC
2525 E. Arizona Biltmore Circle, Ste A-212
Phoenix, AZ 85016
602-230-0600 – Main
602-346-4618 – Direct
602-510-3654 – Mobile

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From: Jessi Thornton <jessi@witheymorris.com>
Sent: Friday, April 26, 2019 3:55 PM
To: Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov>
Subject: Re: Aura posting

Alax,

Thank you for your email and confirming those dates for us. We will have the sign updated. Do you want us to send out an updated notice to our neighborhood notice list?

Thanks,

Jessi Thornton
Withey Morris, PLC
2525 E. Arizona Biltmore Circle, Ste A-212

Phoenix, AZ 85016
602-230-0600 – Main
602-346-4618 – Direct
602-510-3654 – Mobile





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On Apr 25, 2019, at 2:27 PM, Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov> wrote:

Hi Jessi-

Looks like we are set for the Planning and Zoning Commission meeting on May 22, and the Council meetings on June 18 and July 2. Please have the sign updated and notify the neighbors. I will have the newspaper ad updated.

Thanks!

Alaxandra Pucciarelli
Planning Development Manager
Current Planning Program
211 W. Aspen Avenue
Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

Alaxandra Pucciarelli

From: Ed <edwmyers3@msn.com>
Sent: Wednesday, January 16, 2019 1:52 PM
To: Alaxandra Pucciarelli; Mayor and Council
Subject: AURA Development, Ponderosa Trails Subdivision

To The City Of Flagstaff,

Please let it be known that as a home owner and resident at 3726 S Wild West Trail, in the subdivision of Ponderosa Trails, I
am strongly opposed to the proposed apartment complex to be built!

CONCERNS:

1. Safety
2. Traffic
3. Character
4. Trees

The density of residents will bring more crime to the surrounding neighborhood.

Traffic is already a big problem on High Country Trail.

Having an established stick built residential neighborhood bordering on two sides of the proposed apartment complex will be completely out of character of the residents of Ponderosa Trails.

The proposed apartment complex is not right for the the land it will consume. Why...the development will remove an inordinate amount of new and old growth Ponderosa pine trees! The amount of trees to be cut for this apartment complex far surpasses city code.

AURA's idea to hold the property across the street of High Country Trail into non developable land for perpetuity is not realistic! A few acres of land to hold in preservation of trees, to compensate the number and volume of trees that will be clear cut for the apartment complex is unacceptable. As we have all learned...nothing is forever! The Nackard family proved this by girdling the trees on a near by lot, which made the land a viable commercial property because all of the trees were killed.

In my opinion, this property should not be developed into an apartment complex. However, I would be ok if it was developed into a neighborhood with individually built homes with lot sizes comparable to that of Ponderosa Trails.

Thanks,
Ed Myers
3726 S Wild West Trail

Alaxandra Pucciarelli

From: Joanne, <joannecherry@aol.com>
Sent: Wednesday, January 23, 2019 10:12 AM
To: Alaxandra Pucciarelli
Subject: Proposed Aura Development at Ponderosa Trails

Dear Ms. Pucciarelli

Subject: Proposed Aura Development at Ponderosa Trails

This is to notify you that as homeowners at 3734 South Wild West Trail, in Ponderosa Trails, we oppose the zoning change for the property which would allow the proposed apartment complex development. There should not be a change in density allowing for the 173 units 2-3 stories high. My home is one of those that border the land in question. The development will be too close, too big, and too high. It is not in keeping with the character of the Ponderosa Trails residential community
Currently, there is a significant amount of traffic in the area. This includes the dangerous intersection of High Country Trail and Wild West Trail. Vehicles on High Country going toward Lake Mary Road frequently cannot be seen coming up the "hill" toward the intersection with Wild West Trail. The proposed one, two and three bedroom apartments will bring numerous additional vehicles to the area.
Many native trees would be destroyed through the construction of this dense development. Additionally, we have concerns over safety and security, and obviously, the decrease in desirability and property value of our home.
Current zoning does allow development at a level appropriate to the current community. Additional density would be detrimental all around.
Spencer, Joanne, & Jonathan Cherry

Joanne Cherry
602-955-2808
joannecherry@aol.com

PONDEROSA TRAILS HOA

Sent via first class mail

March 28, 2019

City of Flagstaff – Zoning Committee
211 W Aspen Avenue
Flagstaff, AZ 86001

RE: Aura Flagstaff

Dear Zoning Committee:

This letter is being written on behalf of the members of the Ponderosa Trails Homeowners Association regarding common concerns of its members, with the proposed development "Aura Flagstaff". An informal poll of the members of the Association was taken. A brief summary of the types of City Zoning pertaining to the property was given and the following question was asked: "Are you in favor of the proposed zoning change to rezone the property to Medium Density Residential (MR)?

There is a total of 639 lots within the Association, most with multiple owners; the poll was sent out to over 750 owners/representatives representing over 550 lots. 330 responses were tallied, resulting in 87% opposed to the zoning change, 9% were in favor, and 3% did not have an opinion either way.

Sincerely,

Scot Raab, President
Board of Directors
Ponderosa Trails HOA
www.ponderosatrailshoa.com

April 11, 2019

Flagstaff Planning and Devmt Services
Flagstaff City Hall
211 West Aspen
Flagstaff, AZ 86001

RE: Application PZ-17-00218-03

Dear Sir or Madam:

I received a letter on April 9, 2019 regarding the above application.

I am opposed to the change.

The zoning was setup to maintain a neighborhood atmosphere is that area. Putting in a 173 unit structure on 16 acres raises huge concerns for parking and traffic for that area. There is little road frontage for parking which means that the property would have to allow for at least 173 parking spaces.

In the event they are planning units that will rent out by the room and considering visiting guests, the number of daily vehicles could easily double or even triple to 346 – 519 vehicles.

Sincerely,

Gerard J. Kerbleski
gkerbleski@aol.com

Alaxandra Pucciarelli

From: Tammara Prager <tammara.prager@gmail.com>
Sent: Friday, May 10, 2019 5:20 PM
To: Alaxandra Pucciarelli
Subject: PZ-17-00218-03 Aura Flagstaff

Good evening,

I am a resident in Ponderosa Trails and I have a second property in Ponderosa Trails. I am just curious what type of traffic control is being proposed on this project?

Will there be dedicated turning lanes into the apartment homes? A 4 way stop sign at Wild West and High Country is already desparatley needed so with the added traffic from this project it would be absolutely necessary. It is pretty dangerous with so many cars coming through, the big rock hill that no one can see past, 35 mph speed limit (though most cars are going faster since the northbound lane is coming downhill) and then school bus stops are right there in the middle of it.



Tammara Prager, Realtor®
Realty Executives of Flagstaff

Address 15 E. Cherry Avenue Flagstaff, AZ 86001
Phone 9286074079
Email Tammara.Prager@gmail.com
Website LiveLoveSellFlagstaff.com

I Appreciate Referrals!

Alaxandra Pucciarelli

From: Debra Lemon <dlemon63@msn.com>
Sent: Tuesday, May 14, 2019 6:04 PM
To: Alaxandra Pucciarelli
Subject: Aura Project--could you please provide this letter to the planning and zoning commissioners for the May 22 hearing... thank you!

Dear Planning and Zoning Commissioners:

My name is Debra Lemon and my husband and I have resided in Ponderosa Trails for 20 years. I am writing to voice my concerns regarding the Aura Project. If this project goes through, we will have a two-story building five feet from my back fence. As of right now, we look into the beautiful forest.

I am concerned about removing all of the trees on this property. I understand that the company bought the property across the street and are not cutting down those trees in exchange for cutting down all the trees on the property in which they want to build. This is unacceptable! Flagstaff has so much of the city trees being removed for apartment buildings! This is sad and wrong for Flagstaff!

Also, I am concerned about the traffic. There are only two ways in and out of Ponderosa Trails. Adding this complex on High Country Trail will be devastating to the traffic flow in and out of Ponderosa Trails. There is already a HUGE backup on Lake Mary Road to Buelah. Emergency vehicles, if needed, will have a very hard time getting into and out of High Country Trail. Response time could be devastating.

Zoning this land for a high rise apartment complex is bad for our neighborhood. Please deny this rezoning request.

Thank you for your consideration in this matter.

Debra Lemon
162 W. Gold Rush Trail
Flagstaff, AZ 86005
928-699-0008

5/15/19

To Flagstaff Planning and Development Services,

The purpose of this letter is to inform you that my family and I do not support the rezoning for the Aura Flagstaff Development. Application number PZ-17-00218-03. I am a property owner in Ponderosa Trails.

The 173 unit complex will bring over 350 cars, at a minimun, to a road that is already congested and dangerous. The complex is so close to the university, there will be multiple people living in one unit. These places are proven to increase crime, traffic, and destroy the peaceful environment surrounding Ponderosa Trails.

Flagstaff is trying to put multifamily housing and high density housing in far too many small pieces of land. It has become out of control. I graduated from NAU 20 years ago, and it is very sad to see how the council has allowed so many apartment complexes on these infill pieces. I highly recommend this rezoning be denied.

Sincerley,

Brady Graham

May 20, 2019

Flagstaff Planning and Development Services,
City Council
Flagstaff City Hall
211 West Aspen
Flagstaff, Az. 86001

Ito Family Trust, Douglas Ito
4791 S. Bright Angel Trail
Flagstaff Az. 86001

RE: PZ-17-00218-03, High Country Trail

To whom it may concern,

I am opposed to the rezoning of the 16.1 acre property from (RR) and (ER) to (MR). I believe the change in zoning would be excessive use of the property for the location. The increase in density would unfairly burden the nearby single family residents with additional traffic and an increase in needed public services. I believe and would prefer to see an (R1) zoning which would be in line with the current surrounding area of Lake Mary Road and High Country Trails.

Thank you for your consideration

Cordially,

Douglas Ito

To: Flagstaff Planning & Zoning Commission

From: Phil Goldblatt, Resident of Ponderosa Trails HOA

Subject: Rezoning of Auza parcel/s for Aura Flagstaff apartments
#PZ-17-00218-03

I am writing to you to really answer one main question that I believe could very possibly be on all of your minds today.
Why is this application for rezoning any different from most others that you have considered in the past? In the next few paragraphs I will attempt to answer that question.

I. THE REGIONAL PLAN AND ZONING CODE ARE INTENDED TO PROTECT OUR NEIGHBORHOODS FROM EXACTLY THIS SORT OF "DEAL".

A. As you may or may not be aware, Trinsic Development Group (hereinafter "the Developer") has NOT contracted to purchase ALL of the 16.1 acres of Auza property because Mr. Auza wishes to keep his acreage on the north side of High Country Trail. Consequently and because of illegality of building under the power lines, the developer is forced to place all 15 buildings (according to the site plan) on what amounts to about 6.1 acres of property. Mr. Auza has done this in exchange for maintaining his remaining property under a conservation easement and therefore free from development in perpetuity. The City and Developer however get to use all 16.1 acres (plus a bonus for their 10% affordable units) in the calculation for density so that they can fall within the 9 units/acre limits to comply with the MR zoning that they are applying for.
While this may be legal, there are requirements in our Regional Plan and Zoning Code that then make this out of compliance with these other provisions of our "Plan" and "Code. Please see par. B and following below.

B. The extraordinary squeezing together of this development's buildings onto about 6.1 acres of land means that all 173 units will have an **ACTUAL** density of about 28.4 units/acre. If we examine what has been constructed in our neighborhood previously, we see that **WHAT HAS GONE BEFORE DOES MATTER!** Not only Ponderosa Trails single family homes but also apartment developments such as "The Lodge", "Timber Trails",

"High Country Estates", and "Sandstone Highlands" (this one all affordable housing) all have nowhere near the density that Aura Flagstaff will have if it is allowed to proceed. Furthermore the arrangement of buildings on these parcels complies with the "look and functionality of the existing developed area" as stated in the Regional Plan under the heading **"GROWTH – Reinvestment Areas"** and all meet the required density limits stated in our Zoning Code.

I submit to you however that Aura Flagstaff will not then meet this "emulate surroundings" requirement.

Please see the site plan arrangement of buildings to confirm what I am talking about. If I may quote from our Regional Plan under the above heading:

"It is important that reinvestment, redevelopment, and infill at the neighborhood scale should **emulate the look and functionality of the existing developed area**. Examples of this include repairing what is already in place; remodeling, fixing-up and adding-on; addressing the need for neighborhood retail space, bus stops, social spaces, green spaces, sidewalks, crosswalks, and public art, **all while preserving community integrity, character, safety, and livability**." (emphasis mine)

From this I conclude that the "look" of Aura Flagstaff is incompatible with the "suburban" look and feel of the surrounding neighborhood. Aura Flagstaff does not preserve "community character" as stated above. But there is more as well.

Please refer to Policy LU 3.4 of the Regional Plan. May I quote below:

"**Promote transitions between urban, suburban, and rural areas with an appropriate change in development intensity, connectivity, and open space.**" (emphasis mine)

May I please now also refer you to Policy CC 3.2 of the Regional Plan. Quoting below:

"**Maintain and enhance existing buildings and blend well-designed new buildings into existing neighborhoods.**" (emphasis mine)

Aura Flagstaff does not do either of these. The change in density is not only inappropriate for our suburban neighborhood, but would be like an "**urban island in a sea of suburbia**"!! Additionally the "new buildings" would then not be "blended" into the existing neighborhood." The arrangement of buildings frankly reminds me more of a tenement like you might find in New York City or a large metro area. Furthermore, the closest suburban "Activity Center" to the proposed development is located at least a mile away in Woodlands Village Shopping Center. So clearly higher density is not called for at Ponderosa Trails and is not in keeping with the policy goals of the Regional Plan.

C. The "Lodge" zoned for high density next door to this parcel is an example of a development that "got it right". I say this because although there are more units, the buildings are distributed over a much greater area of the 16.28 acres that they are built upon. Their use of trees surrounding this development also effectively hides their higher density of 15.5 units/acre. And the fact that they have an alternate driveway out the back of their development onto Mohawk Dr. is very helpful as is the fact that many of their buildings face "inward" toward the parking area and so is a safer design than Aura Flagstaff would have. Moreover Aura Flagstaff has very little if any room to preserve trees around it because of the high actual density and need for concrete parking spaces surrounding the apartment buildings. Another kudu for the Lodge is that they have left a "buffer zone" of between 38 feet at the narrowest point and just over 100 feet between the side of their development and the property line of single family homes opposite this side within Ponderosa Trails. But no such buffer zone of open space (other than the 15 foot required setback between their buildings and the Ponderosa Trails property line) is planned for Aura Flagstaff probably because they need every square foot of available space to build.

D. Now **if** Aura Flagstaff *had* purchased AND utilized all 16.1 acres of the Auza property, then their buildings could have satisfied the requirement that this development emulate the suburban look and feel of the surrounding neighborhood. But alas we see that that is not the case. Furthermore the use of Auza property on the **north** side of High Country Trail would have the added benefit of the use of the driveway (actually **North** Wild West Trail) to accommodate traffic entering the development directly

from Lake Mary Rd. without having to use or tie up High Country Trail at all. Of course outgoing traffic from there would though.

E. **The Zoning Code** itself undergirds and completely supports the above considerations from the Regional Plan. May I quote below from Title 10-20.50.040 **Procedures,** Subsection C **Application Requirements,** Paragraph 3b.
"The proposed development anticipated in compliance with the requested zoning designation while consistent with the General Plan Land Use Map **may not** be generally compatible with surrounding uses and neighborhoods based on the size, height, scale, mass and proportion of the proposed development (therefore a three-dimensional bulk and mass analysis may be required);" (emphasis mine)

Given all of the above, the question arises: "Has a three-dimensional bulk and mass analysis been accomplished, and if so what has it revealed?" I do not believe this has been completed.

F. **Consistency with the Regional Plan and Convenience ARE factors for whether a proposed development is detrimental to the public interest or not**

Please see Subsection F **Findings for Reviewing Proposed Zoning Map Amendments and Text Amendments,** paragraphs 1a(1) and 1a(2) below

"The proposed amendment is consistent with and conforms to the goals 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 and will add to the public good as described in the General Plan; "

I will say more on the "safety", "traffic" and "convenience" factors later but one additional point I wish to make concerns the issue of property values that could be affected if this development becomes a reality.

G. What if property values in the vicinity of the proposed development are adversely affected because of increased crime rates?

I agree this is a "what if" but are not factors that residents are unconcerned about.
The high actual (not calculated density as in the proposal) density of this development makes higher crime rates and lower property values a real possibility for the future. That means that the very act of rezoning this parcel for this particular development could be construed as a "regulatory taking" (without just compensation) by the City of a portion of the value of several homeowners property in the vicinity of this development according to AZ Prop 207 that is supposed to protect homeowners in the vicinity of a new development from just this sort of contingency. I am not saying that a few homeowners from Ponderosa Trails have a strong legal case and I am quite sure that your attorneys will tell you that it is not an issue, but what I am saying is that that is the reason that both the Regional Plan and Zoning Code make such a strong point to insure that any new development IS consistent with and preserves the community character. A development that does this then insures that property values in the vicinity do not degrade and therefore that the governing body has not participated as an accomplice in a "regulatory taking", whether intentionally or not. Sadly Aura Flagstaff, because of the nature of it's density and arrangement of buildings according to the site plan does not insure this at all and in fact causes one to be highly suspicious that it will occur in the future. The denying of this rezoning will insure that this serious aspect of this project will not become a reality at any time going forward.

H. If you want evidence that I am NOT making this up, please refer to an article that appeared in "realtor.com" March 28, 2016 entitled "The Neighborhood Features That Drag Down Home Value-Ranked". The author compared home prices near each facility (in the same ZIP code) with all homes in the same county. One of the comparisons was for "High Renter Concentration". They found that home values were negatively affected by 13.8%. So what would "just compensation" mean for such a situation? It would mean that the city and/or developer would need to pay out 13.8% of the value of each home that sits within 150 feet of the new development. But they should NOT have to do that because such a contingency should never be allowed to occur in the first place. Please deny this rezoning!

II. This is NOT a case of NIMBYISM but of REVERSE NIMBYISM

A. It would appear at first blush that homeowners in the vicinity of this development are opposing this rezoning partly because of NIMBYISM. But upon further reflection we realize that what is proposed is because Mr. Auza does not want any part of this development "IN HIS BACKYARD". Thus Ponderosa Trails homeowners in the immediate vicinity of this project are then forced to endure this overly high-density development *in their backyard!*

B. Because Mr. Auza's house is located on the north side of High Country Trail, and perhaps his sheepherding business as well, I can speculate that he wants and perhaps even needs to keep and maintain it. On it's face that is surely sensible and understandable enough. But then why enter into any sort of conservation easement? Why not just simply sell the portion of his land that he does not want/need as is and not give a developer an opportunity to irresponsibly cram as many buildings as possible on what is left of the deal to build on? That is what responsible citizenship and conformance to the spirit and letter of the "Plan" and "Code" are all about. The only reason I can think of is that the Developer would not buy the parcel because it would cost more and he could not make it profitable enough for him to build on it.

C. But that does not mean that some other developer could not do that! Perhaps even a developer of manufactured (affordable) single-family homes that are cheaper to build and would not require such a "work around" to allow higher densities.

D. Alternatively, if Mr. Auza is going out of the sheep business then why not sell all of his property? I realize this is a hypothetical but in many ways his property could be thought of as an historical site worthy of preserving by the State, County or City to memorialize sheepherding in Arizona. The land then in question on the south side of High Country Trail might then be conceived of as a memorial park especially for children in our area of which there are many. This would entail the sale of this property to one of the above municipalities but I wonder if Mr. Auza has considered this? Or if any of the above municipalities have considered it?

Some in my neighborhood have also pondered whether the easement in question means that NONE of the north side property will ever be developed. The truth of the matter though is that he still would continue to own another 6 acres toward the northeastern side of his land (not a part of the 16.1 acres in question) that is not under the easement and therefore could still be sold to a business or developer of some sort in the future. This possibility lends some credibility to the concern of Flagstaff becoming "overdeveloped". What is happening to our "mountain town"?

III. THE USE OF HIGH COUNTRY TRAIL AS A "COLLECTOR" STREET FOR THIS ADDITIONAL DEVELOPMENT AND VIRTUALLY ALL OF PONDEROSA TRAILS AS WELL AS MANY OTHER DEVELOPMENTS IN THIS NEIGHBORHOOD STRAINS CREDIBILITY AND BECOMES A SAFETY ISSUE

A. Yes, the Developer has indeed completed a traffic study. Did this study include what would occur if a serious accident happened along High Country Trail in the vicinity of this new development?? With vehicles entering and exiting this new development so close to the intersection with Lake Mary Rd. the probability that such an accident can and could occur increases significantly with the inclusion of this Development in my estimation. The reason is that almost everyone else in our PTHOA as well as other developments along High Country Trail need to pass by this section in order to access Lake Mary Rd. An additional 173 people/families adding to this already heavily used portion of this street makes it a serious possibility.

B. **IS EVERYONE AWARE THAT DURING CONSTRUCTION OF AURA FLAGSTAFF, A DRAINAGE LINE WILL NEED TO BE INSTALLED UNDERNEATH HIGH COUNTRY TRAIL THAT WILL NECESSITATE CLOSING AT LEAST ONE LANE (IF NOT MORE) OF THIS HIGHLY UTILIZED COLLECTOR RIGHT IN FRONT OF AURA FLAGSTAFF?**

So if an accident occurs there during this phase of the construction, and blocks this street altogether, what alternative entry would emergency vehicles have to enter the Ponderosa Trails neighborhood??

Presently there are no other reasonable ways (especially in an emergency where we know minutes matter) other than heading down to JW Powell and Pulliam Drive via I-17 and then back up into the developments. The JW Powell extension I have heard is not expected to be completed and connected to High Country Trail for between 5 and 10 years. So we really do need an alternate way into our development/s and have had now for a number of years. An additional 173 people/families make this eventuality a concern **in general** because of the location of this development at a point where so many need to pass by. The below proposal would provide the needed infrastructure to support the building of this development. And as I've indicated above "**convenience**" **is** a factor in rezoning a parcel.

Please see Appendix A for photos of the rush hour traffic along Lake Mary Rd. entering Beulah Blvd. without Aura Flagstaff and for a map of a proposal for a possible conversion of an existing bike/walking path (see blue line) to a street extending between So. Wild West Trail and St. Nicholas St. and then onto Mohawk Dr. to Lake Mary Rd. This short street would then provide an alternate for entering the northern side of Ponderosa Trails and propitiously would lie right next to the Fire Station located at the corner of Lake Mary Rd. and Mohawk Dr.

IV. THE PEOPLE HAVE SPOKEN ALREADY AS TO WHAT THEY WANT GOVERNMENT TO DO IN THIS MATTER! DO WE TRULY BELIEVE IN GOVERNMENT OF, BY, AND FOR THE PEOPLE? WE ARE IN DEEP TROUBLE IF WE DO NOT

A. I am sure you have seen the informal e-mail poll that our HOA has completed and sent the results to the Planning and Zoning Commission. It shows that of the 639 units in our HOA, 340 responded (53.2%) and 87.1% of those were opposed to this rezoning. Please refer to Appendix B of this document for a bar chart that compares those in favor to those opposed to those who had "no opinion" one way or the other. I cordially thank our HOA for conducting this poll.

B. What the above chart does not show however is what I

personally endeavored to show and that is the "margin of error" that is statistically calculated using internet software. Such calculations are typically used in polls of this kind in order to predict what would have occurred if the entire target population had responded to this question. The way this works is if enough of the target population does respond, then the margin of error (for this poll at the 99% confidence level) can be calculated and produces a fair estimate of how different the results could be if everyone responded. In this case the results indicate that the margin of error at 99% confidence is plus or minus 4.78%. So this means the range limits on our poll are between 82.3% (87.1 – 4.8) and 91.9% (87.1 + 4.8) who would have voted to oppose this rezoning. An overwhelming majority no matter how you slice it. Please also see Appendix B for the print out of this result.

C. You may hear it said (and correctly so) that polls like this depend for their accuracy on the attitudes of the non-voting population being similar to those of the population who responded. And that is correct. But in this instance, what would you accurately assume would be different between the attitudes of those who responded and those who did not? Remember that one of the possible responses was "no opinion". But all to whom this poll was sent were all single family homeowners, and all, one could say, falling in at least a somewhat similar socio-economic level. And all by it's very definition living in the same geographic location here in Flagstaff as well as the same local HOA. And all of us subject to similar information regarding development and growth of Flagstaff. Those who would still question such a poll on this basis I believe are just contrarians.

V. ALTERNATIVES TO "AURA FLAGSTAFF"

Some folks have speculated as to what might be built on this parcel in place of Aura Flagstaff if Trinsic's application is denied. One possibility that would help Flagstaff is affordable manufactured housing. Our Zoning Code indicates that only 4 units/acre maximum are allowed of this type of housing if the parcel were rezoned MH within the RPO. This type of housing is cheaper to build and therefore cheaper to purchase. Under normal circumstances (in which an "easement" is not a part of the deal) 6 acres would therefore only accommodate a

maximum of 24 units (I'm surmising these could be single family homes) but it could be less as well. Then the traffic impact and look and feel would and could be much more acceptable to the suburban neighborhood we reside in and therefore completely within compliance with all aspects of both the Regional Plan and Zoning Code. I sincerely hope this possibility will be considered by both the P & Z Commission as well as the City Counsel.

CONCLUSION: For all of the above reasons and each one separately my neighbors and I strongly recommend you deny this rezoning.

Thank you for listening and reflecting on the above.

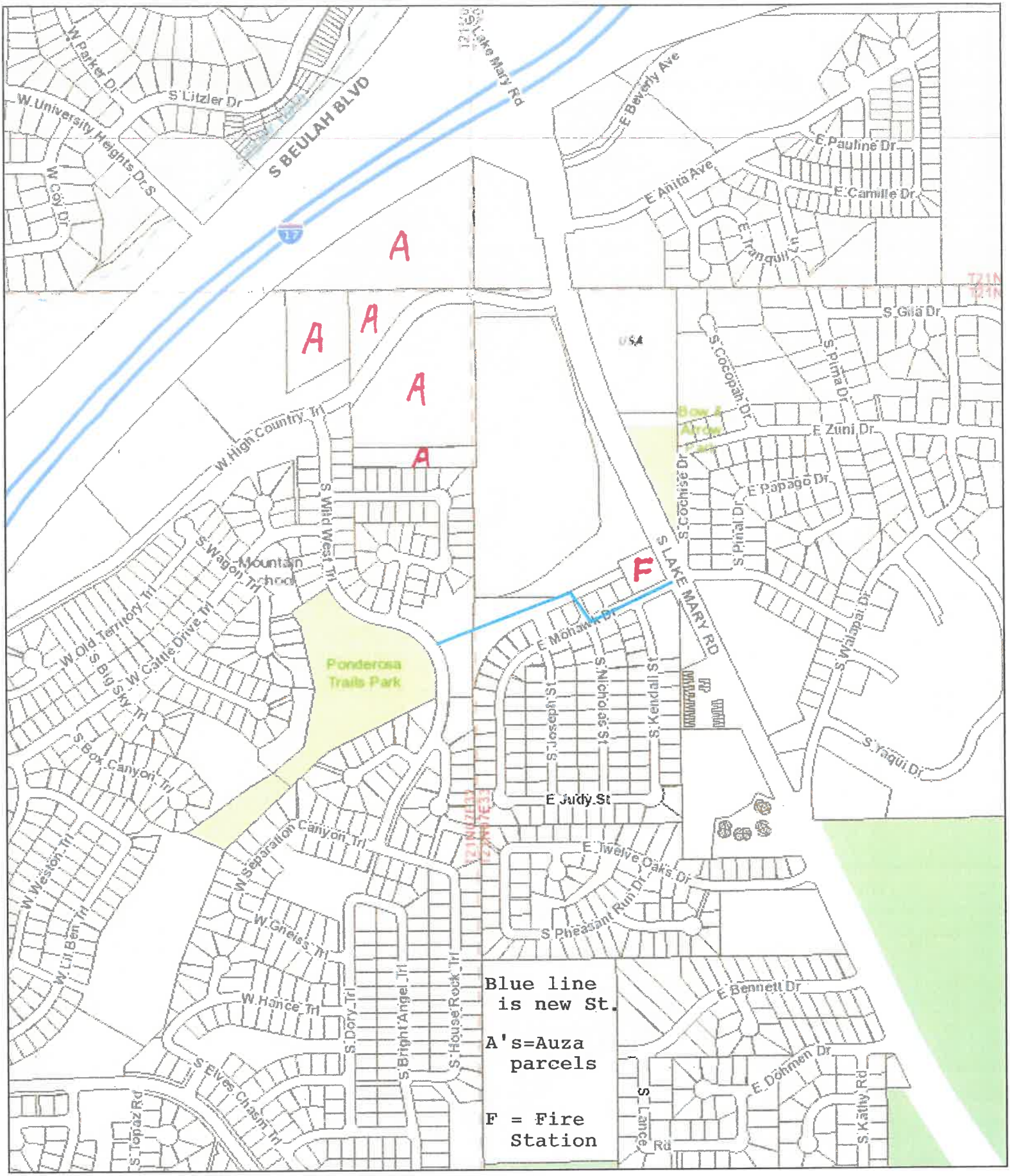
Respectfully submitted,

Phil Goldblatt
Resident, Ponderosa Trails HOA

APPENDIX A



Rush hour traffic on S. Lake Mary Rd
headed towards Beulah Blvd w/o Aura Flagstaff.
Imagine adding 173 units from new development.



Coconino Parcel Map

April 17, 2019

Feet

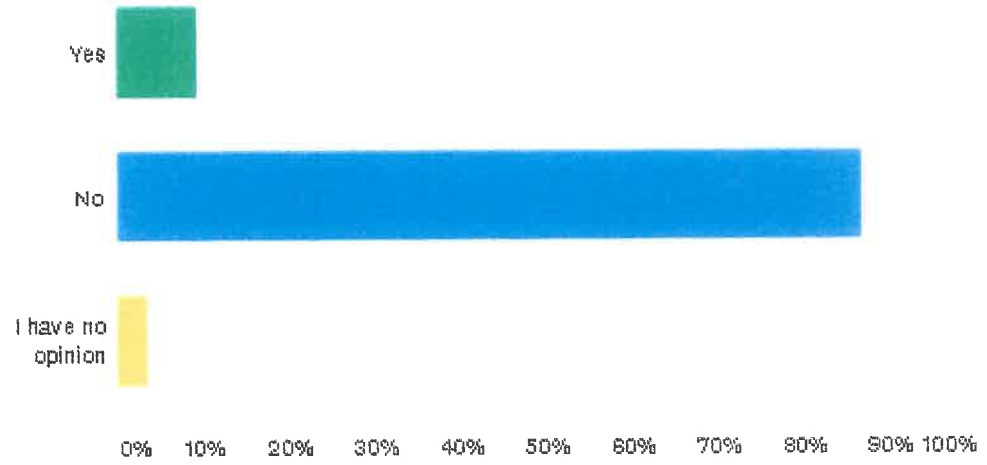
0 350 700 1,400

THIS MAP WAS GENERATED BY THE COCONINO COUNTY WEB MAP APPLICATION.
IT IS FOR GENERAL PUPOSES ONLY. NO WARRANTY OF ACCURACY IS GIVEN OR IMPLIED.

COCONINO COUNTY ARIZONA

APPENDIX B

Answered: 340 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	9.41%	32
No	87.06%	296
I have no opinion	3.53%	12

Total Respondents: 340

Estimated response rate:	20%	What percent of those asked to participate in the survey will do Response rates vary greatly depending on many factors including distribution method (e-mail, paper, phone...), type of communicat (B2C, B2B...), quality of the invitation, use of incentives,
Number to invite:	0	This is the number of individuals out of the population you need to to partcipate, in order to achieve the required sample size based the expected response r

Calculate sample size margin of error

After your survey is complete and you know the number of respondents you actually have, you can use calculator to determine the actual margin of error.

Margin of error

Population size:	**639**	How many people are in the group your sample represents? (sample size does not change much for populations larger tl 20,0(
Number of respondents:	**340**	The actual number of respondents that answered your sur
Confidence level:	99%	This tells you how sure you can be of the error of margin. I expressed as a percentage and represents how often the t percentage of the population who would pick an answer lies wit the margin of er
Margin of error:	**4.78%**	

Additional Submission for P & Z Public Hearing, 5-22-19,
#PZ-17-00218-03

I am here to protest the rezoning for the Aura Flagstaff development for the following reasons.
As you all know, the higher actual density of this development allows for 15 buildings on what amounts to 6 acres of land due to a conservation easement on the north side of High Country Trail. This can be thought of as a transfer of development rights within the same type of neighborhood, a suburban one. This has never been done in Flagstaff before. And in this instance would produce an arrangement of apartment buildings and a high density that is incompatible with several goals and policies of our Regional Plan, especially within the Resource Protection Overlay (RPO) of which we are a part and where lower density limits apply.

For example, under chapter 9, p. 18 "Growth – Reinvestment Areas" it states that and I quote: "it is important that reinvestment, redevelopment, and infill at the neighborhood scale should **emulate the look and functionality of the existing developed area"**. And then at the end of that paragraph it states: "…..all while preserving community integrity, character, safety, and livability." Other policies that are also violated are LU 3.4 and CC 3.2, NH 1.1, NH 1.8, and NH 6.1 of our Regional Plan. These have to do with "transitions" within neighborhoods, blending new buildings into existing neighborhoods, preserving existing neighborhoods, stabilization of a neighborhoods' identity as new development occurs, and finally promoting infill projects that are "contextual" with surrounding neighborhoods. I submit to you Commissioners that Aura is out of compliance with all of these goals and policies of our Regional Plan. And I hope you have examined the site plan to understand what I mean by this.
As if this were not enough there is more concerning the precedent that would be set in the use of the "transferring of development rights". The use of TDR's in other communities across the country teaches us that normally TDR's are used in a specific program so that two things can occur. Educating the public on the use and purpose of them and buy in from the public so that they can be used with the public's support. Furthermore in places where TDR's have been successful it was because the "sending" and "receiving" parcels were designated and agreed to in advance to insure that the public bought in to them and that each was suitable for the intended purpose; especially that the receiving parcels were appropriate for the increased densities over and above what the local zoning code would otherwise allow for AND that there were density "limits" (actual numbers) codified into law to insure that no one could legally exceed those limits. In other words,

without standards, how can anyone assess whether the increased density of a receiving parcel was too high or not? Now virtually none of this has occurred for this rezoning issue. We do not have a TDR program, we do not have any codified limits on how much additional density would be allowed within the RPO and we have not planned for designated sending and receiving parcels for TDR.
Therefore I strongly urge you to recommend that City Counsel deny this rezoning. Thank you for hearing me out.

Phil Goldblatt
Resident, Ponderosa Trails HOA

WHEN RECORDED RETURN TO:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is made as of the ___ day of _____, 2018, by and between the CITY OF FLAGSTAFF, ARIZONA, an Arizona municipal corporation (the "**City**"), AUZA FLAGSTAFF, LLC, an Arizona Limited Liability Company (the "**Owner**"), and TRINSIC ACQUISITION COMPANY, LLC, a Delaware limited liability company (the "**Developer"**). The City, Owner, and Developer are sometimes referred to in this Agreement collectively as the "**Parties**," or individually as a "**Party**."

RECITALS

A. The Owner owns that certain real property located west of the intersection of Lake Mary Road and High Country Trail in Flagstaff, Arizona, which consists of approximately 16.111 acres and is more particularly described on **Exhibit A** (the "**Property**").

B. It is the desire and current intention of the Developer to develop a 173-unit multi-family residential community on the south side of the Property and retain one existing single-family residential unit on the north side of the Property (the "**Project**").

C. It is the desire and current intention of the Developer and the Owner that upon approval by City Council of the rezoning of the Property as described in **Section 2** below, the Developer will acquire the 9-acre portion of the Property on the south side of the Property, on which the 173-unit multi-family residential community will be constructed, and the Owner will retain the 7.11-acre portion of the Property on the north side of the Property as shown on the map attached at **Exhibit B**. The Developer is under contract with the Owner to purchase the 9-acre portion of the property upon which the Project will be constructed, and is authorized to make the commitments described herein.

D. Arizona Revised Statutes Section 9-500.05 allows a municipality and a landowner or any other person having an interest in real property located in the municipality to enter into a development agreement pertaining to any matter relating to the development of such real property, including applicable land use rules, regulation and official policies, permitted land uses, density and intensity of land use, phasing of the development and duration of the development agreement, and development fees.

E. The Parties desire to enter into this Agreement in order, among other things, to facilitate development of the Property by providing for and establishing the community character of the Property, the type of land uses and the location, density, and intensity of such land uses, designating eighteen (18) units for affordable rental housing, and other matters relating to the

development of the Property as depicted in the preliminary site plan for the Project (the "**Site Plan**"), a copy of which is attached as **Exhibit C** and incorporated by reference in this Agreement.

F. The City believes that the development of the Property pursuant to this Agreement would provide certain benefits to the City, and the Owner and Developer believe that the development of the Property pursuant to this Agreement would be beneficial and advantageous to the Owner and Developer.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals and representations and the mutual promises contained in this Agreement, the Parties agree as follows:

1. **Recitals**. The recitals above, A through F are incorporated into this Agreement.

2. **Implementation of the Concept Plan through the Rezoning.** The Developer has submitted an application to rezone the Property from Rural Residential (RR) and Estate Residential (ER) to Medium Density Residential (MR) in accordance with the Site Plan. The Developer acknowledges that the City Council has absolute discretion to approve or disapprove the proposed zoning. The Parties acknowledge that certain conditions (the "Rezoning Conditions") are likely to be approved in connection with the rezoning. In the event a conflict exists between the language set forth in one or more of the Rezoning Conditions and the terms of this Agreement, the Rezoning Conditions shall govern. Upon approval of the application to rezone the Property, and upon receipt of engineering and building and safety plans for the Property (the "Plans"), the City agrees to process the Plans in accordance with City codes and regulations.

3. **Division and Combination of Parcels.** Following the zoning map amendment approval, the Developer will file a lot combination and split with the City to combine the two parcels to the south of High Country Trail into one parcel. The Developer will also file a lot combination with the City to combine the parcels that are subject to the zoning map amendment north of High Country Trail into one parcel. The final configuration of the parcels within the Property is shown in **Exhibit D**.

4. **Zoning Map Amendment.** Upon approval of the rezoning contemplated in **Section 2** of this Agreement, the City's Community Development Division shall place a notation on the official zoning maps for the Property to reflect the zoning classification and boundaries approved in the rezoning. If applicable, these maps shall include appropriate indications of any Zoning Conditions.

5. **Development Standards.** Development of the Property shall be governed by the City's ordinances, rules, guidelines, and official policies controlling permitted uses of the Property, the density and intensity of uses, the maximum height and size of the buildings within the Property, as well as the standards for off-site and on-site public improvements in existence as of the effective date of this Agreement; provided, however, that Developer shall obtain construction permits for the multi-family housing development described in **Section 6** below within two (2) years following the effective date of this Agreement. If construction permits are not obtained within two (2) years following the effective date of this Agreement, the development will be governed by the City's

ordinances, rules, guidelines, and official policies in effect at the time the construction permits are obtained.

6. **Project Description.** The Project contemplated by this Agreement shall consist of one single-family residential unit on the 7.11-acre northern portion of the Property and a multi-family housing development consisting of one-hundred seventy-three (173) rental units on the 9-acre southern portion of the Property, of which eighteen (18) rental units will be affordable and subject to the Affordability Plan, which is attached as Exhibit ___;

7. **Site Layout and Design Considerations.** In the event the proposed rezoning for the Property is approved by the City Council, the Developer agrees to incorporate the following design elements into the Project:

7.1 The Site Plan reflects an increased front setback adjacent to High Country Trail due to the existing electrical easements and increased common open space throughout the site. The architecture will utilize, colors and roof forms that relate to the locale.

7.2 The Site Plan reflects an extension of the existing Flagstaff Urban Trail System ("FUTS") trail, extending across the multi-family development along the south side of High Country Trail. The civic and common open space provided within the front setback along the south side of High Country Trail includes the portion of the FUTS trail and a bench. Pedestrian connectivity is provided throughout the majority of the multi-family community and to the FUTS trail.

7.3 The Site Plan reflects building locations that buffer the neighborhood to the south with "carriage units" against the south property line, with only clerestory windows facing adjacent single family residences.

7.4 The common open space reflected on the Site Plan is greater than required by the Flagstaff Zoning Code by 0.338 acres.

8. **Standards.** All public works facilities and infrastructure which Developer is required to construct pursuant to the provisions of this Agreement, and which, upon completion will be dedicated to the City, shall be designed and constructed to State and City standards, unless otherwise provided in this Agreement or as agreed to by the City Engineer in writing.

9. **Construction of Public and Private Improvements.**

9.1 Developer shall, at its own expense, construct or cause to be constructed all public and private improvements as required by the City's code or ordinances and in accordance with approved specifications. Following construction of the described public improvements, and dedication of the same to the City, the City shall assume, at its expense, and in accordance with City policies, the maintenance and repair of all public improvements to be constructed, with the exception of the FUTS trail extension on the Property as described below in Section 9.3. The Developer shall meet all

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City of Flagstaff storm water requirements per the approved drainage report and site plan, and as shown on the approved civil construction plan.

9.2 Per the Aura Flagstaff Public Water & Sewer Impact Analysis prepared by the City of Flagstaff dated June 1, 2018, no off-site infrastructure improvements are required other than to serve the Project. Developer shall design and install all water and sewer services within the Project per the City of Flagstaff's Engineering and Design Construction standards and the Maricopa Association of Government's standards as modified by the City of Flagstaff, except as provided by this Agreement or the City Engineer in writing. Sewer and water service to adjacent homes and businesses must be maintained during construction and tapping for the Project.

9.3 Developer shall extend the FUTS trail in accordance with all applicable City standards for trail width, paving, drainage, lighting, landscaping, and all other necessary requirements, through a portion of the Property, as generally depicted on the Site Plan. FUTS access pathways shall not be gated or otherwise obstructed and shall be open to the general public at all times. Developer shall be responsible for all maintenance and snow operations of the portion of the FUTS trail extension on the Property.9.

9.4 Per the Traffic Impact Statement ("TIS") for the Project prepared by CivTech, Inc. dated June 29, 2018 and submitted to the City of Flagstaff, traffic from the completed Project will have a minimal effect on existing condition in the surrounding area and no mitigation measures are warranted or recommended. The Developer will work with the City to design and implement the recommendations in the TIS and in a manner that meets City Codes and guidelines.

10. **Dedication of Public Easements.** Public utility and drainage easements must be identified on the construction plans and dedicated prior to the issuance of building permits. Dimensions for these easements must be in accordance with City requirements.

10.1 As part of the development of the Property and to facilitate the expansion of FUTS, the Developer agrees to dedicate a twenty (20) foot wide FUTS easement (the "Easement") to the City and to construct the trail system in the configurations and dimensions depicted in the Site Plan as part of the public improvements. The Developer shall dedicate the FUTS easement to the City concurrently with the approval of the civil plan set for the Project. The Developer agrees that the construction of the trail system will coincide with the development of other public improvements for the Property.

11. **Resource Protection.** The Parties acknowledge and agree that resource protection provisions set forth in the City's Zoning Code are applicable to the entire Project. The Owner and Developer understand that they shall maintain fifty percent (50%) of the existing forest resources in their natural state.

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12. **Resource Protection Easement.** Further resource protections will be provided through a resource protection easement and shall be applied to the Property by the Owner as follows:

12.1 Approximately 7.11 acres of the Property area north of High Country Trail shall be retained through an easement ("Resource Protection Easement"), without further development, as identified on the Protection Area Map attached as **Exhibit E** (the "Protection Area Map") and incorporated by reference. The Resource Protection Easement shall be dedicated to the City prior to approval of the civil plan set for the Property and will be approved as to the form by the City Council prior to recording.

12.2 All trees within the Protection Area Map shall be retained and protected onsite by the Owner in accordance with Division 10-50.90 of the Flagstaff Zoning Code.

13. **Development Restrictions.**

13.1 Approval of the zoning map amendment will convert the existing single-family residence and all accessory uses and structures on the Property into legal non-conforming uses and structures. The legal non-conforming uses and structures may continue pursuant to Section 10-20.60.030 (Restrictions on Nonconforming Uses and Structures) of the City of Flagstaff Zoning Code, as may be amended. Any expansion, alteration, or change to the legal non-conforming uses and structures must comply with Section 10-20.60.030, as may be amended.

13.2 The Property shall be limited to a maximum of one hundred seventy-three (173) multi-family residential units and one (1) detached single-family residence. No further development will be permitted on the Property.

14. **Affordable Housing.** Developer agrees to comply with the affordable housing requirements set forth in the Affordability Plan attached as **Exhibit G**, attached hereto and incorporated by reference. The purpose of these requirements is to ensure that the affordable housing contribution of ten (10) percent of the number of units allowed before the density bonus is applied, or eighteen (18) of 173 allowable dwelling units and the long-term management of these units for households earning up to eighty per cent (80%) of the Area Median Income (AMI) as defined by the US Department of Housing and Urban Development (HUD), or its successors, is met and maintained for the life of this Agreement. The Affordability Plan may be modified only with the express written consent of the City of Flagstaff Housing Director. The provisions of **Section 12** shall survive the termination of this Agreement.

15. **Crime Free Multi-Housing Program.** Following completion of construction of the Project, the Developer shall work with City of Flagstaff to join and participate in the City of Flagstaff Crime Free Multi-Housing Program.

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16. **Incentives.** In recognition of the Developer's agreement to set aside eighteen (18) units for affordable rental housing purposes, the City has approved the following incentive for the Project:

16.1 A density bonus of twenty-nine (29) units has been applied in accordance with Zoning Code Section 10-30.20.040(B)(2).

17. **Notices.** Unless otherwise specifically provided in this Agreement, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the third business day after mailing by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City:

City Manager
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona 86001

To Owner:

Shirley Auza
Auza Flagstaff LLC
3378 S. 16th Avenue
Yuma, AZ 85365

To Developer:

Todd Gosselink
Trinsic Acquisition Company
4040 E. Camelback Road Suite 160
Phoenix, AZ 85018

Copy To:

City Attorney
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

18. **General Provisions**

18.1 Amendment. This Agreement may be amended at any time by written amendment executed by all Parties, which amendment shall be recorded in the official records of Coconino County, Arizona within ten (10) days following its execution.

18.2 Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Arizona.

18.3 Assignment. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties, pursuant to A.R.S. § 9-500.05(D). In addition, Developer's rights and obligations may only be transferred or assigned to a person or entity that has acquired the Property or portion of it and only by a written instrument recorded in the official records of Coconino County, Arizona expressly assigning such rights and obligations. Any such transfer or assignment shall not be valid as to the City until written notice has been sent to the City in accordance with **Section 16** of this Agreement. All rights and obligations of the Owner and Developer under this Agreement shall constitute

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covenants running with the land and shall be binding on all of the Owner's and Developer's successors and assigns.

18.4 Attorney's Fees and Costs. Subject to **Section 18.17**, Mediation, if legal action by any Party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs.

18.5 Authority. The person executing this Agreement on behalf of Developer warrants and represents that they have the authority to execute this Agreement on behalf of Developer, and that the execution of this Agreement has been approved by all required actions on the part of such Parties, and that this Agreement is fully binding on such Parties.

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

18.7 Consistent with General Plan. This Agreement ensures that all development on the Property shall be consistent with the City's General Plan recommendation for the Property as required by A.R.S. § 9-500.05(B).

18.8 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against any Party to it or against the Party who prepared the last draft.

18.9 Counterparts. This Agreement may be executed by the Parties in three (3) counterparts, which counterparts shall be construed as a single document and have the same effect as if all of the Parties had executed the same instrument.

18.10 Cooperation. In the event that any action or proceeding brought by a third party, whether private or governmental, challenging the validity of this Agreement or any provision of it, the Parties shall cooperate in defending against such a challenge, provided that each Party shall pay its own respective legal expenses and costs associated with such defense. During the entire course of any such proceeding, this Agreement shall remain in full force and effect.

18.11 Covenants Run with the Land. The covenants and agreements contained in this Agreement are mutual covenants and also constitute conditions to the subsequent or concurrent performance of the Party benefitted thereby. All covenants shall be covenants running with the land, and shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

18.12 Effective Date. This Agreement shall be effective upon execution by the Parties and recordation in the Office of the Coconino County Recorder.

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18.13 Entire Agreement. This Agreement constitutes the entire agreement among the Parties and shall not be changed or added to except in the manner provided in **Section 18.1**. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, other than those specifically incorporated in this Agreement, are superseded by this Agreement. The parties acknowledge and agree that this Agreement is to be read and interpreted with the resolution approving the rezoning ordinance.

18.14 Exhibits. All exhibits attached are incorporated by reference as though fully set forth in this Agreement.

18.15 Further Acts. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

18.16 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a Party for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Coconino, State of Arizona, and the Parties waive all provisions of law providing for the filing, removal, or change of venue to any other court. This **Section 18.16** shall survive termination of this Agreement.

18.17 Mediation. If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the Parties agree first to attempt in good faith to resolve the dispute by mediation before resorting to litigation or some other alternative dispute resolution procedure. Mediation will be self-administered or conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York, 10017, (212) 949-6490, www.cpradr.org with the exception of the mediator selection provisions. The parties shall agree upon a mediator, failing which on the application of either party to the Director of the Alternative Dispute Resolution Program ("Director") at the Coconino County Superior Court, a mediator will be appointed promptly by the Director for that purpose. Each party agrees to bear its own costs in mediation. The Parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This section does not constitute a waiver of a Party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

18.18 Modification. No modification of this Agreement shall be deemed effective unless in writing and signed by the Parties, and any waiver granted shall not be deemed effective except for the instance and circumstances particularly specified in a written waiver executed by the Party against whom enforcement of the waiver is sought.

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18.19 No Partnership; No Agency. It is specifically understood and agreed by and among the Parties that the development of the Project on the Property is a private development, that no Party acting as the agent of any other Party in any respect, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. The Parties acknowledge and agree that this Agreement does not create a partnership, joint venture, or similar entity, and that no such partnership, joint venture, or similar entity has been created by the City and the Developer.

18.20 No Obligation to Develop Property. Except as specifically set forth in this Agreement, there shall be no obligation for the Developer to construct the Project.

18.21 No Third Party Beneficiaries. No person or entity other than a Party to this Agreement or legal representative, successor in interest, or assign of such party shall be entitled to rely on this Agreement or the performance of any Party; this Agreement is not made for the benefit of any person or entity not a Party; and no such person or entity shall be entitled to assert any claim arising out of, or in connection with, this Agreement.

18.22 Proposition 207 Waiver. Owner and Developer hereby waive and release the City from any and all claims under A.R.S. § 12-1134 through 12-1138, including any right to compensation for the reduction to the fair market value of the Property which is or arises out of the subject matter of this Agreement, whether such reduction in value occurs now or in the future. The terms of this waiver shall survive termination of this Agreement, run with the land and shall be binding upon all other successors in interest, heirs, successors, or assigns.

18.23 Recordation of Agreement. In accordance with A.R.S. § 9-500.05(D), this Agreement shall be recorded in its entirety in the official records of the Coconino County Recorder, State of Arizona no later than ten (10) days from the date of its execution.

18.24 Remedies. If either party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at law and in equity, including specific performance.

18.25 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect construction or interpretation of this Agreement.

18.26 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of

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this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

18.27 Term. The term of this Agreement shall commence on the Effective Date of this Agreement as defined in **Section 18.12** and shall terminate when the City Council determines, in its sole discretion, that the terms, conditions, and obligations of the Agreement have been fulfilled by all Parties, or the zoning has been reverted in accordance with A.R.S § 9-462.01(e).

18.28 Time is of the Essence. For the purposes of enforcing the provisions of this Agreement, time is of the essence.

18.29 Waiver. No waiver by any Party to this Agreement of a breach of any of the terms, covenants, conditions of this Agreement shall be construed or be held to be a waiver of any succeeding or proceeding breach of the same or any other term, covenant, or condition of this Agreement.

[Signatures on Following Pages]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

OWNER

_____, a(n)
_____

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____ of _____, a(n) _____ _____, on behalf of the Company.

_____
Notary Public

My Commission Expires:

_____

DEVELOPER

_____, a(n)
_____

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____ of _____, a(n) _____ _____, on behalf of the Company.

_____
Notary Public

My Commission Expires:

_____

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CITY

CITY OF FLAGSTAFF, an Arizona municipal corporation

By: _____
_____, Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

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STATE OF ARIZONA)
) ss.
County of_____)

The foregoing instrument was acknowledged before me this _____ day of_____ _____, 2019, by_____, the Mayor of the City of Flagstaff, an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT "A"

The following is a description of a parcel of land, being a portion of Instrument 3654325 and Parcel 1 of Instrument 3654328, Coconino County Records (CCR), situate in section 32, Township 21 North, Range 7 East, G.& S.R.M., Flagstaff, Coconino County, Arizona, being more particularly described as follows:

Beginning at the southwest corner of Parcel 1 of Instrument 3654328;

Thence North 00°18'33" West along the west line of said Parcel 1 and the west line of Instrument 3654325 which is an east line of Ponderosa Trails Unit 1, Case 7 Map 65 a distance of 286.71 to a point on the south line of Tract H of Ponderosa Trails Unit 1;

Thence North 35°54'02" East along said south line a distance 502.43 feet to a point which is the beginning of a non-tangent curve, concave to the southeast and having a radius of 262.50 feet and to which beginning a radial line bears North 54°05'59" West;

Thence northeasterly along said curve and along said south line a distance of 247.63 feet through a central angle of 54°02'57";

Thence North 89°56'58" East a distance of 109.17 feet to a point on the east line of Section 32 and the southeast corner of Tract H;

Thence South 00°20'29" East along the east line of Section 32, the east line of Instrument 3654325 and the east line of Parcel 1 of Instrument 3654328 a distance of 801.95 feet to the southeast corner said Parcel 1;

Thence South 89°57'21" West along the south line of said Parcel 1 and a north line of Ponderosa Trails Unit 1 a distance of 619.42 feet to the **True Point of Beginning**;

Said parcel contains 397,027 sq. ft. or 9.1145 acres of land more or less as shown on attached Exhibit B and B-1 which by this reference is made a part hereof.



Parcel to be Rezoned to MR South of High Country Trail

EXHIBIT "A"

The following is a description of a parcel of land, being a portion of Instrument 3654327, Parcel 2 of Instrument 3654328, and a portion of Instrument 3654325, Coconino County Records (CCR), situate in sections 29 and 32, Township 21 North, Range 7 East, G.& S.R.M., Flagstaff, Coconino County, Arizona, being more particularly described as follows:

Beginning at the westerly corner of Instrument 3654327 which is a point on the south line of said section 29 and a point on the southerly line of Interstate 17;

Thence North 89°51'06" East along said south line a distance 70.52 feet to the northwest corner of Parcel 2 Instrument 3654328;

Thence South 00°17'28" East along the west line of said Parcel 2 a distance of 506.07 feet to the southwest corner of said Parcel 2;

Thence North 61°18'42" East along the south line of said Parcel 2 a distance of 351.78 feet to the southeast corner of said Parcel 2;

Thence South 00°17'31" East along a west line of Instrument 3654325 a distance of 125.06 feet to a point on the north line of Tract I of Ponderosa Trails Unit 1, Case 7 Map 65;

Thence North 35°54'02" East along the north line of said Tract I a distance of 399.92 feet to the beginning of a non-tangent curve, concave to the southeast and having a radius of 337.46 feet and to which a radial line bears North 54°06'09" West;

Thence northeasterly along said north line along said curve a distance of 13.58 feet through a central angle of 02°18'20";

Thence North 17°06'11" West a distance of 134.41 feet to a point on the south line of section 29;

Thence continue North 17°06'11" West a distance of 361.87 feet to a point on the north line of Instrument 3654327 and a point on the south line of Interstate 17 and which is the beginning of a non-tangent curve, concave to the south and having a radius of 5,438.14 feet and to which a radial line bears North 32°48'11" West;

Thence southeasterly along said curve and said north line and along said south line of Intersatate 17 a distance of 591.86 feet through a central angle of 06°14'09" to the **True Point of Beginning**;

Said parcel contains 304,760 sq. ft. or 6.9963 acres of land more or less as shown on attached Exhibit B and B-1 which by this reference is made a part hereof.

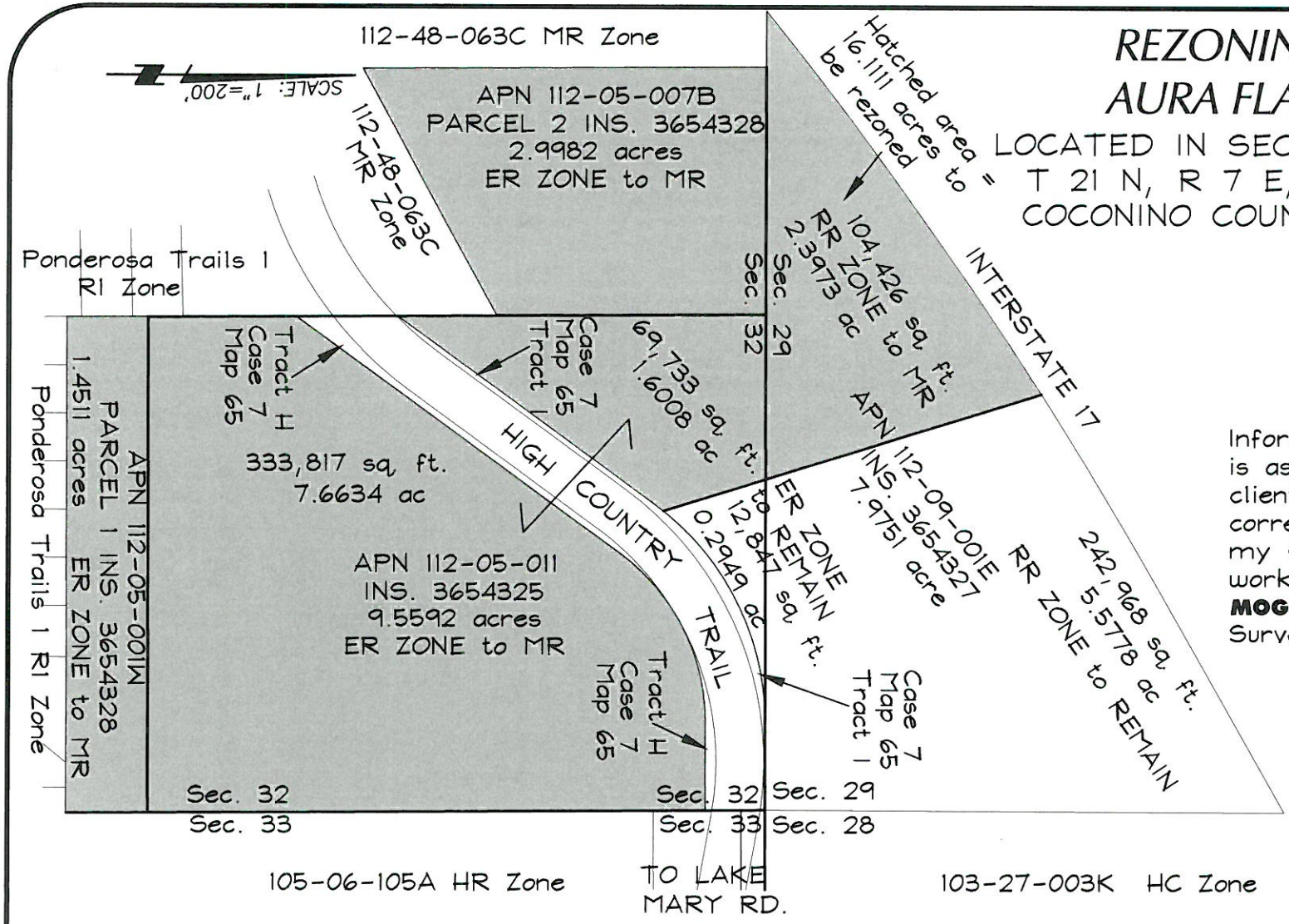


Parcel to be Rezoned to MR North of High Country Trail

Mogollon Engineering and Surveying, Inc.
411 W Santa Fe Ave. Flagstaff, AZ 86001-mogollon99@aol.com- 928-214-0214

REZONING MAP
AURA FLAGSTAFF

LOCATED IN SECTIONS 29 & 32, T 21 N, R 7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA



Information shown hereon is as provided by the client and is true and correct to the best of my knowledge. No field work was performed by **MOGOLLON** Engineering & Surveying, Inc.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed 12/17/18
ARIZONA U.S.A.

Expires on 3/31/__

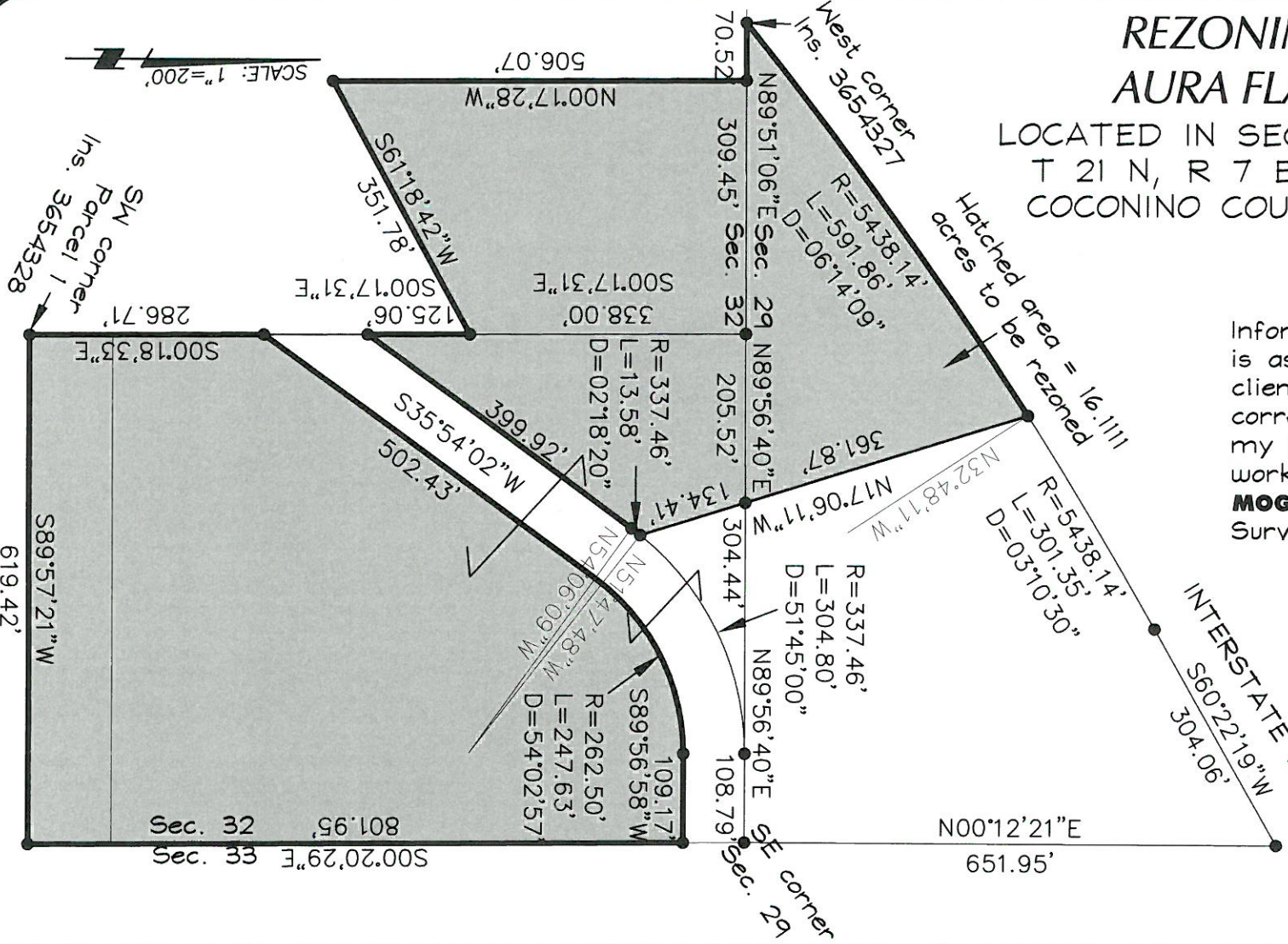
HORIZONTAL SCALE:	1"=200'
VERTICAL SCALE:	
DESIGNED/DRAWN BY:	
PROJECT NO.	17259
DATE:	10/04/18

Mogollon, inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Az. 86001
Phone: 928-214-0214 • Mogollan99@aol.com

EXHIBIT B
PARCEL REZONING MAP
AURA FLAGSTAFF

REZONING MAP
AURA FLAGSTAFF

LOCATED IN SECTIONS 29 & 32,
T 21 N, R 7 E, FLAGSTAFF,
COCONINO COUNTY, ARIZONA



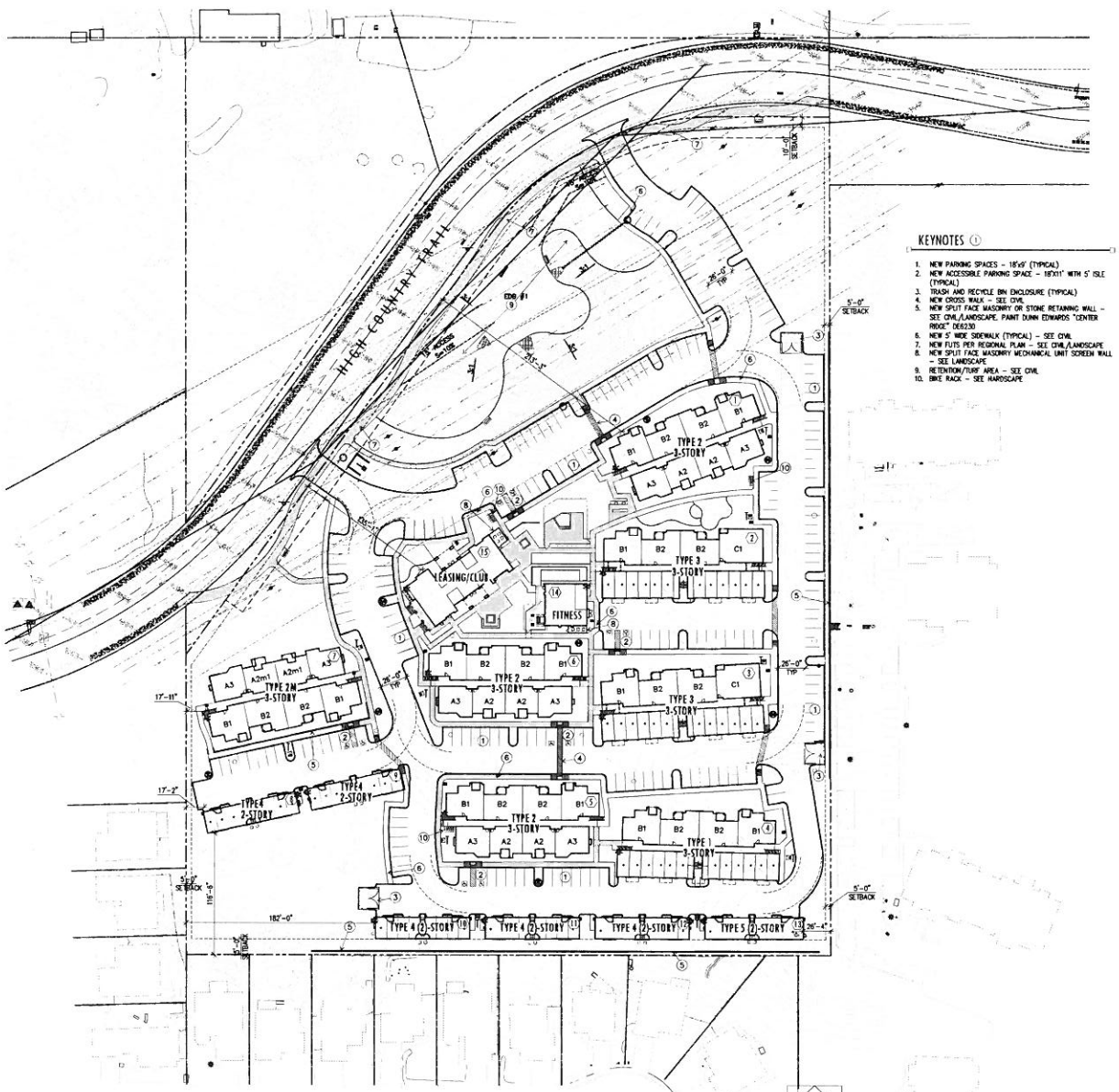
Information shown hereon is as provided by the client and is true and correct to the best of my knowledge. No field work was performed by **MOGOLLON** Engineering & Surveying, Inc.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V. HOTSENPILLER
Date Signed 12/11/18
ARIZONA U.S.A.
Expires on 3/31/__

HORIZONTAL SCALE:	1"=200'
VERTICAL SCALE:	
DESIGNED/DRAWN BY:	
PROJECT NO.	17259
DATE:	10/04/18

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Az. 86001
Phone: 928-214-0214 • Mogollan99@aol.com

EXHIBIT B-1
REZONING MAP
AURA FLAGSTAFF



PRELIMINARY SITE PLAN

SCALE: 1" = 50'-0"

KEYNOTES

1. NEW PARKING SPACES - 18'x9' (TYPICAL)
2. NEW ACCESSIBLE PARKING SPACE - 18'x11' WITH 5' ISLE (TYPICAL)
3. TRASH AND RECYCLE BIN ENCLOSURE (TYPICAL)
4. NEW CROSS WALK - SEE CIVIL
5. NEW SPLIT FACE MASONRY OR STONE RETAINING WALL - SEE CIVIL/LANDSCAPE. PAINT DUNN EDWARDS "CENTER RIDGE" DE6230
6. NEW 5' WIDE SIDEWALK (TYPICAL) - SEE CIVIL
7. NEW PUTS PER REGIONAL PLAN - SEE CIVIL/LANDSCAPE
8. NEW SPLIT FACE MASONRY MECHANICAL UNIT SCREEN WALL - SEE LANDSCAPE
9. RETENTION/TURF AREA - SEE CIVIL
10. BIKE RACK - SEE HARDSCAPE

PROJECT DESCRIPTION

AN EXCEPTIONAL MULTI-FAMILY RESIDENTIAL (FOR RENT) PROPERTY LOCATED ON THE SOUTHEAST CORNER OF HIGH COUNTRY TRAIL AND S. WILD WEST TRAIL.

DEVELOPMENT DATA

LOT AREA:

TOTAL SITE: 16.111 ACRES 701,795 SF

ZONING:

CURRENT ZONING: LR/PUD
PROPOSED ZONING: M.R. W/AFFORDABLE BONUS

LOT COVERAGE:

82,223/701,795 = 11.715%

UNIT DENSITY/COUNT:

PROPOSED: 9 DU PER ACRE

DENSITY:
16.111 ACRES x 9 UNITS/ACRE = 145 UNITS
10% AFFORDABLE DENSITY BONUS: 145 x .20 = 29 UNITS
145+29 = 174 TOTAL UNITS
NEW DEVELOPMENT = 173 UNITS + 1 UNIT (AUZA HOMESTEAD) = 174 UNITS

APN NUMBER: 112-06-001E, 112-05-001W, 007B &001

UNIT DATA

	UNIT TYPE												
	A2	A2m1	A3	A4	A5	B1	B2	C1	C2	UNITS / BLDG	GARAGE	NO. BLDGS	TOTAL UNITS	TOTAL GARAGE
LIVABLE S.F.	783	784	806	785	874	999	1,032	1,038	1,567					
PAT/BAL S.F.	86	74	69	65	35	55	58	33	225					
TOTAL S.F.	869	858	875	850	909	1,054	1,090	1,069	1,792					
BLDG TYPE 1	2			8		6	6			22	12	1	22	12
BLDG TYPE 2	6		6			6	6			24		3	72	
BLDG TYPE 2m1		4	6			6	6		1	23		1	23	
BLDG TYPE 3	2			8		3	6	3		22	12	2	44	24
BLDG TYPE 4 (CARRIAGE)					2					2	8	5	10	40
BLDG TYPE 5 (CARRIAGE)					2					2	7	1	2	7
TOTAL UNITS ALL BUILDINGS	24	4	24	24	12	36	42	6	1	TOTAL		13	173	83

(18) 1-BEDROOM UNITS SHALL BE RESERVED FOR CITY OF FLAGSTAFF AFFORDABLE HOUSING PROGRAM. 10% OF UNITS WILL BE AFFORDABLE UNITS.

UNIT MIX:

		# OF UNITS
ONE BEDROOM	51%	88
TWO BEDROOM	45%	78
THREE BEDROOM	4%	7
TOTAL	100%	173 UNITS

NOTE:
AT LEAST 2% OF THE UNITS, BUT NO LESS THAN ONE SHALL BE A TYPE 'A' UNIT. THESE UNITS MUST BE DISPERSED AMONG THE VARIOUS CLASSES OF UNITS.

OPEN SPACE:

SITE: 16.111 ACRES 701,795 SF

REQUIRED:
CIVIC OPEN SPACE 5% .805 ACRES 35,090 SF
COMMON OPEN SPACE 15% 2.416 ACRES 105,269 SF

PROVIDED:
CIVIC OPEN SPACE 5% .805 ACRES 35,090 SF
COMMON OPEN SPACE 17% 2.754 ACRES 119,985 SF

BIKE PARKING:

REQUIRED:
5% OF REQUIRED OFF-STREET PARKING

PROVIDED:
292/.05 = 15 SPACES

PARKING:

REQUIRED:

1.5 PER 1 BEDROOM	1.5 x 88 = 132.00
2.25 PER 2 BEDROOM	2.25 x 78 = 175.50
2.25 PER 3 BEDROOM	2.25 x 7 = 15.75
TOTAL	324 P.S.
10% REDUCTION OF REQUIRED PARKING FOR BUS SERVICE AREA:	-32 P.S.
TOTAL REQUIRED:	292 P.S.

PROVIDED:

OPEN PARKING (9'x18')	212
GARAGE PARKING	84
TOTAL	296 P.S.

RATIO:
296 P.S./173 UNITS = 1.71 SPACES PER UNIT

ACCESSIBILITY:
INCLUDED IN COUNT ABOVE:

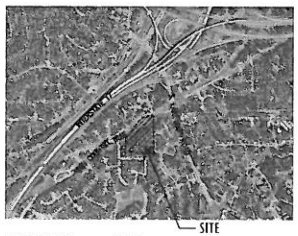
ACCESSIBLE PARKING REQUIRED:	8
ACCESSIBLE PARKING PROVIDED:	11

BUILDING SQUARE FOOTAGE:

BUILDING TYPE 1:		BUILDING TYPE 2:		BUILDING TYPE 2M:		BUILDING TYPE 3:	
FIRST FLOOR -	9,479	FIRST FLOOR -	8,870	FIRST FLOOR -	8,878	FIRST FLOOR -	9,810
SECOND FLOOR -	9,422	SECOND FLOOR -	8,613	SECOND FLOOR -	8,622	SECOND FLOOR -	9,738
THIRD FLOOR -	9,422	THIRD FLOOR -	8,613	THIRD FLOOR -	8,690	THIRD FLOOR -	9,738
TOTAL	28,323		26,096		26,190		29,286
	x1		x3		x1		x2
TOTAL	28,323		78,288		26,190	TOTAL	58,572

BUILDING TYPE 4:		BUILDING TYPE 5:		COMMONS:	
FIRST FLOOR -	1,917	FIRST FLOOR -	2,001	LEASING/CLUB -	4,450
SECOND FLOOR -	1,887	SECOND FLOOR -	1,887	FITNESS -	1,600
THIRD FLOOR -	N/A	THIRD FLOOR -	N/A		
	3,804		3,888		
	x5		x1		
TOTAL	19,020		3,888		6,050

PROJECT TOTAL SQUARE FOOTAGE: 220,331



VICINITY MAP
NOT TO SCALE

AURA FLAGSTAFF APARTMENTS

151 W HIGH COUNTRY TRAIL
FLAGSTAFF, ARIZONA 86001

Office of Rich Barber Architecture, LLC
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LEGEND

- (1) DENOTES BUILDING NUMBER.
- DENOTES ACCESSIBLE ROUTE.
- 45' / 35' FIRE TRUCK TURNING LANE
- DENOTES PROPERTY LINE
- DENOTES ACCESSIBLE PARKING
- FIRE RISER LOCATION
- PROPOSED FIRE HYDRANT
- TU TRANSFORMER LOCATION

REVISIONS

DATE: MARCH 15, 2019 ORB # 17-227

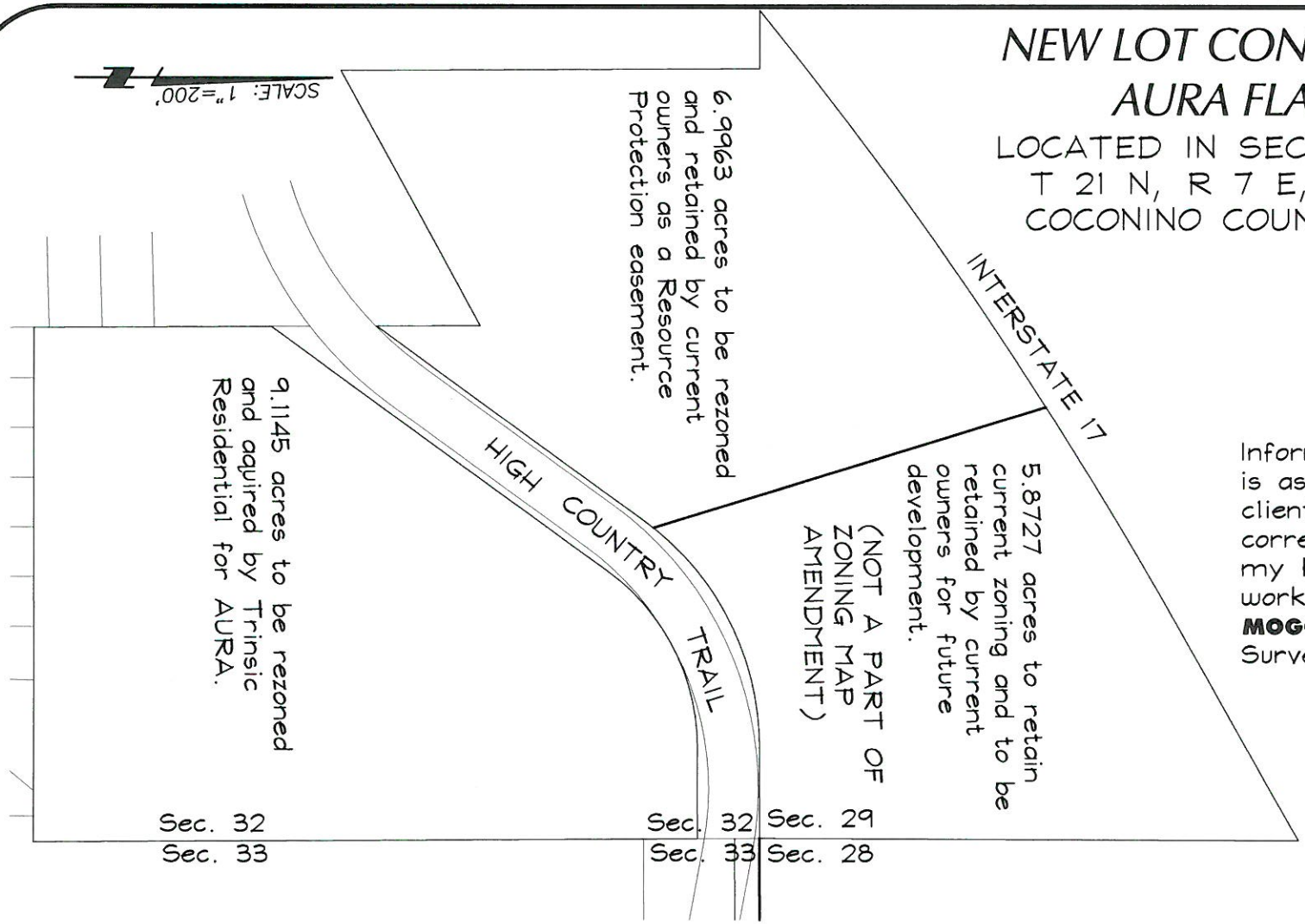
A1.10

SITE PLAN PRELIMINARY

Exhibit C

NEW LOT CONFIGURATION
AURA FLAGSTAFF

LOCATED IN SECTIONS 29 & 32,
T 21 N, R 7 E, FLAGSTAFF,
COCONINO COUNTY, ARIZONA



Information shown hereon is as provided by the client and is true and correct to the best of my knowledge. No field work was performed by **MOGOLLON** Engineering & Surveying, Inc.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed... 5/10/19
ARIZONA U.S.A.

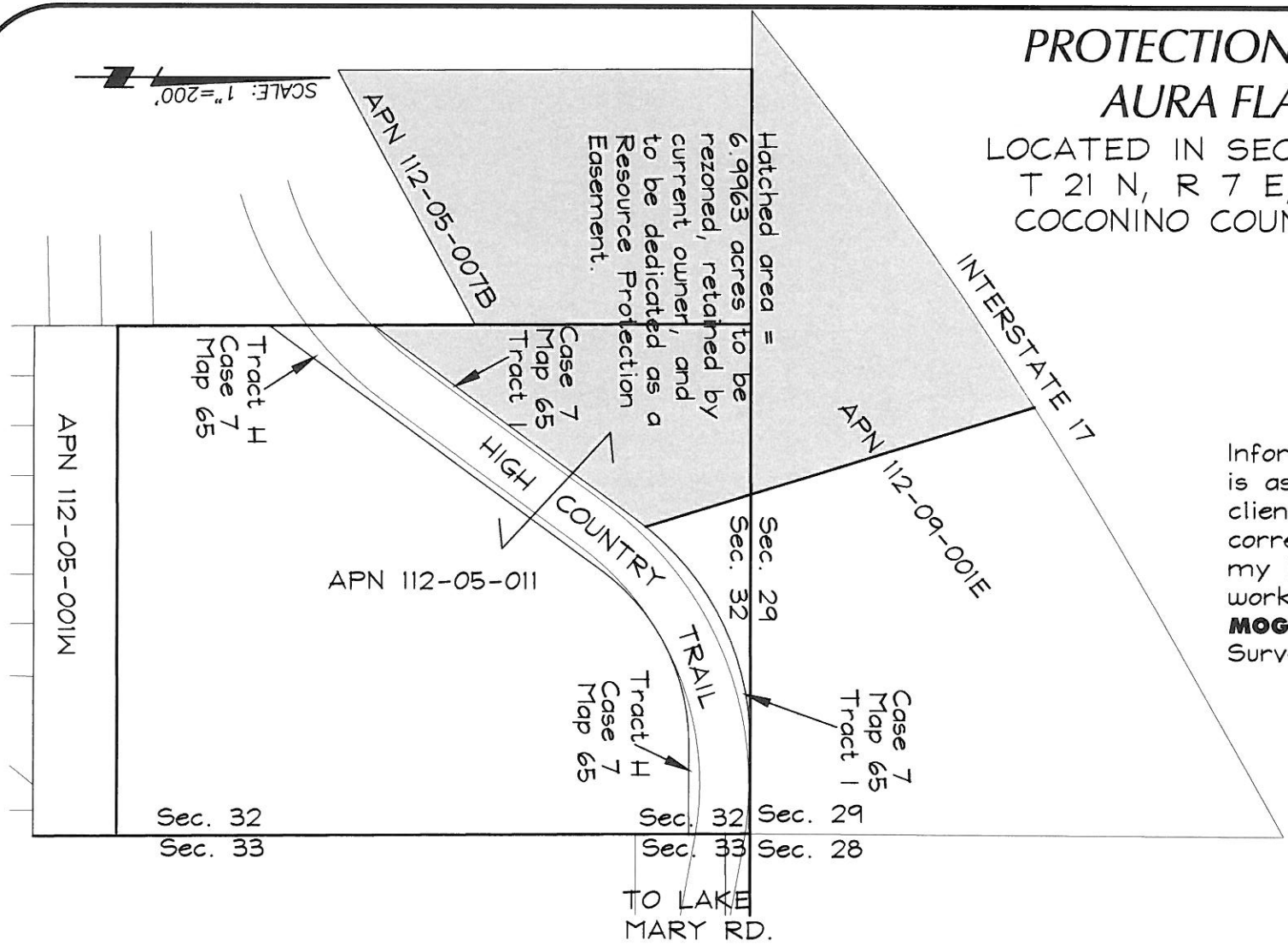
HORIZONTAL SCALE: 1"=200'
VERTICAL SCALE:
DESIGNED/DRAWN BY:
PROJECT NO. 17259
DATE: 05/09/19

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Az. 86001
Phone: 928-214-0214 • Mogollan99@aol.com

EXHIBIT D
NEW LOT CONFIGURATION
AURA FLAGSTAFF

PROTECTION AREA MAP
AURA FLAGSTAFF

LOCATED IN SECTIONS 29 & 32,
T 21 N, R 7 E, FLAGSTAFF,
COCONINO COUNTY, ARIZONA



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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed 5/10/19
ARIZONA, U.S.A.

Expires on 3/31/__

HORIZONTAL SCALE: 1"=200'
VERTICAL SCALE:
DESIGNED/DRAWN BY:
PROJECT NO. 17259
DATE: 05/09/19

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EXHIBIT E
Protection Area Map
AURA FLAGSTAFF

Exhibit G – **Affordability Plan**
Aura Apartments

This Affordability Plan is referenced in the Development Agreement between Auza Flagstaff, LLC, Trinsic Acquisition Company, LLC, and the City of Flagstaff, approved by Council through Resolution 2019-21. Aura Apartments consists of 173 multi-family units, of which 10% (18) of the units are designated as affordable. This document serves to detail the requirements set forth in Section 12 of the development agreement and is referred to as "Exhibit G". The affordable units will be managed by the chosen property management company and overseen by the City of Flagstaff Housing Section.

Program Details

- 18 of the 173 units will be designated as Rent Restricted Units (RRUs)
- The maximum monthly rental price will be based on tenant income; no greater than 30% of tenant's income will be spent on rent and basic utilities
- Applicants who qualify for an RRU shall earn an income no greater than 80% of the Area Median Income (AMI)
- Lease terms will be no less than nine months and not more than 12 months
- Notice of lease renewal will be required at least 60 days prior to lease expiration. Annual income recertification shall occur at lease renewal. Any changes to household size and income shall be reported at lease renewal. Appropriate changes to the unit size will be determined by management at time of recertification, based on RRU availability.

Unit Mix		
Unit Size	Designated for Program	Total in Project
One bedroom	9	88
Two bedroom	8	78
Three bedroom	1	7

Qualifications

All applicants interested in an RRU will be required to fill out the standard application, regardless as to whether their qualifications meet the income guidelines or not. The following information will be used to determine eligibility to lease an RRU:

Household Size * Student Status * Income * Assets *Screening Process

1. **Household Size**. A key component of the income qualifying process as shown on the income limits chart (attached), household size will be used to determine how many individuals will be residing in the unit, and how large of a unit the household requires.
2. **Student Status.** A household solely comprised of full-time students in most instances, will not qualify for the Program. Exceptions to this policy include:
    - The household consists of minor, dependent children in the legal custody of a student. Proof of custodial award may be required.
    - Household member participates in the Job Training Partnership Act (JTPA) program and can provide documentation and on-going participation.
    - Part-time students qualify as long as they are employed more than 25 hours a week and provide verification of part-time student status (9 hours or less per semester).
    - A household whose occupants are all considered full time students (more than 10 hours per semester) may qualify if the following criteria are met and verified:

- To be eligible for the Program, full time students living outside of their parents' or legal guardians' homes, must have established a separate household for at least one year prior to applying for the Program. Supporting evidence must be provided.
- All occupants are employed a minimum of 25 hours per week.
- All occupants have not been claimed as a dependent on their parents', guardians', or other's tax payer's income tax return for the duration of the last two years. Supporting tax returns of the applicants must be provided.

3. **Income**. All employed applicants over the age of 18 that live in the RRU must provide income verification. Applicants who qualify shall earn an income no greater than 80% of the AMI. The Department of Housing and Urban Development (HUD) has several standardized income verification formulas; one method must be used consistently. Information and documentation may include:
    - Front page of previous year's tax return
    - Last 6 weeks of pay stubs
    - Copies of awards, grants, or scholarships
    - Proof of child support
    - Social Security award letter
    - Self-employed will be asked to provide last 2 year's tax returns and 1099s. etc.
    - Third party verifications (faxed, emailed, or mailed)
    - Other required income information as deemed necessary from the management based on information provided in the application

4. **Assets**. Applicants will be asked to disclose total assets over $5,000 or more. If the applicant sold a home or real property within the last 24 months, a copy of the closing statement must be provided. If the applicant has disposed of an asset through foreclosure or short sale within the last 24 months, documentation of said transaction must be provided.

5. **Screening Process**. Program applicants will be subject to the same background screening process as all other applicants. Unsatisfactory results from the screening process may lead to a denial if clarifying documentation cannot be provided.

6. Applicants that are currently enrolled in a federal housing subsidy program do not qualify for the Program. Households on the wait list for a Federal Housing Subsidy at the time of move in and who are activated off the wait list for a Federal Housing Subsidy while a participant in this Affordable Housing program will be allowed to remain a participant in this Affordable Housing Program until the household's current lease expires. The household must notify the Owner or their designee within 10 days of the award of the subsidy and provide documentation of said award.

Property Information
Commencing at issuance of Certificate of Occupancy, each building will have RRUs available for eligible tenants. The RRUs shall be scattered throughout the buildings to the extent feasible; however, the location of each RRU does not have to be fixed. "Floating" units are permitted based on applicant requests and unit availability.

Exhibit G – **Affordability Plan**
Aura Apartments

Affordable Unit Reporting
A property management company representing the Developer will monitor and administer the affordable unit leases. The property management company will provide to the City of Flagstaff's Housing Section on a semi-annual basis the following information:

- List of RRU vacancies
- List of potential lease ups
- Name(s) and household size of each RRU
- Gross household income of each RRU
- An average of all incomes served, not to exceed 80% AMI
- Notes about the status of renewals or any other issues being reviewed by property management
- Proof that the unit mix requirement is being met
- Location of RRUs
- Current waiting list and unit size requested

Advertising
If any vacancies are reported to City staff, the management shall also provide proof of the property's effort to advertise the availability of affordable units to qualified households.

Definitions
Affordable Housing: the national standard for housing affordability involves no greater than 1/3 of a household's gross

income spent on rent or mortgage costs, including utilities.

Area Median Income (AMI): The median income of household Income limits are determined by HUD and updated annually. The City of Flagstaff Housing Section will supply the property management company with HUD's updated income limits annually.

Rent Restricted Unit (RRU): Any of the designated affordable units that house qualified applicants. The maximum monthly rental price for a RRU shall be no more than 30% of the qualifying household's monthly income.

Household: All the persons living in the unit more than half of the year. Household size is a key qualifying component for the Program. Building codes and Fair Housing standards shall be followed when placing a household of any size into a rent restricted unit.

Household Income: Total income received by all members of the household over the age of 18. The development agreement stipulates that the maximum income served at this property be set at 80% AMI.

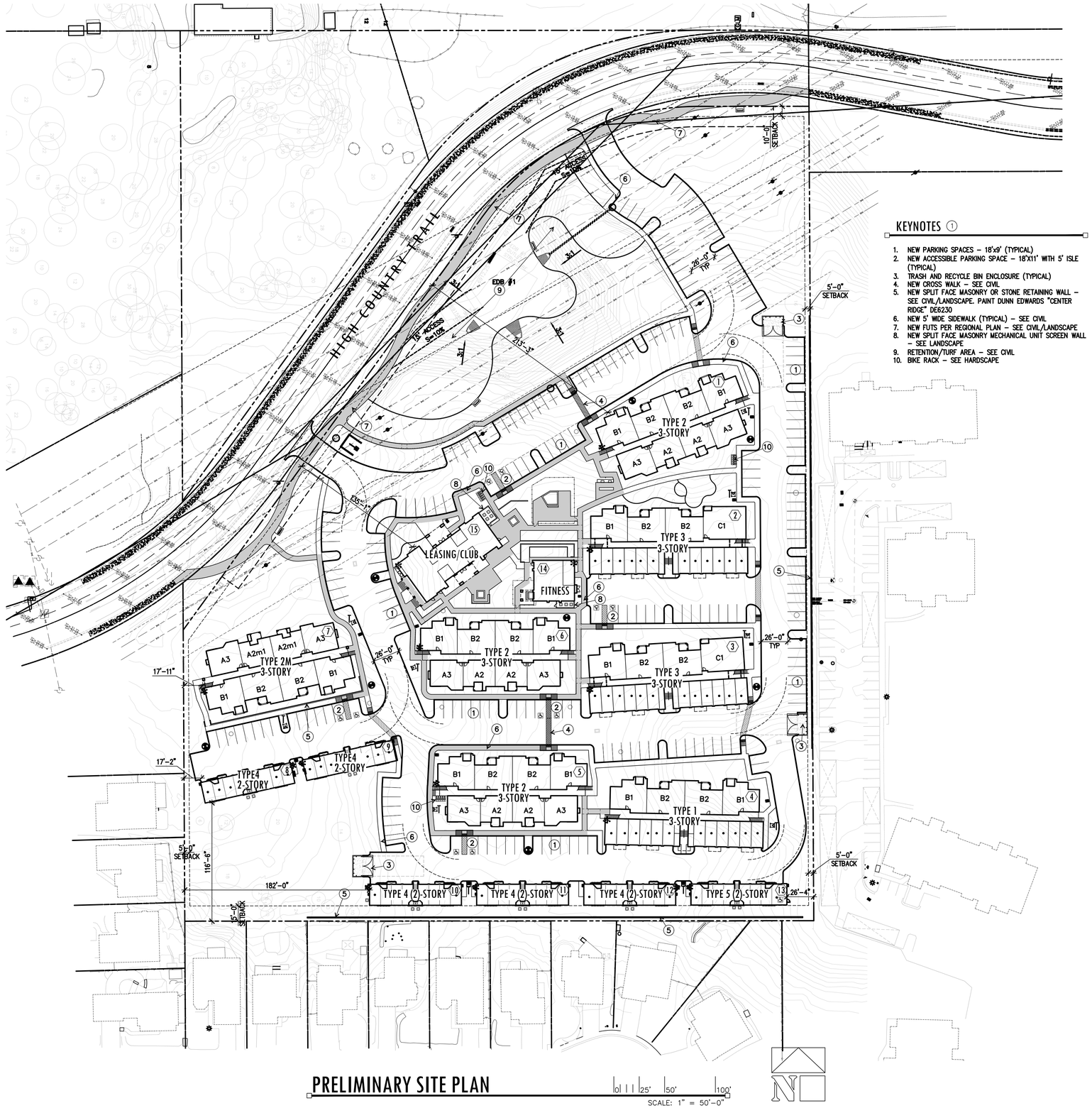
US Department of Housing & Urban Development (HUD): Income limits for various federal housing programs are determined by HUD. 30%, 50%, 80% and 100% area median income categories are provided annually by HUD. The 60% income category is provided by Arizona Department of Housing (ADOH). The Affordable Housing Program referred to in this document is not federally run. See income limit chart below for allowable incomes for the Program.

Exhibit G – **Affordability Plan**
Aura Apartments

2019 Area Median Income Limits for Flagstaff

Household size	30%	50%	60%	80%	100%
1	$16,050	$26,750	$32,100	$42,800	$53,500
2	$18,350	$30,600	$36,720	$48,900	$61,200
3	$21,330	$34,400	$41,280	$55,000	$68,800
4	$25,750	$38,200	$45,840	$61,100	$76,400
5	$30,170	$41,300	$49,560	$66,000	$82,600
6	$34,590	$44,350	$53,220	$70,900	$88,700
7	$39,010	$47,400	$56,880	$75,800	$94,800
8	$43,430	$50,450	$60,540	$80,700	$100,900

Note: 30%, 50%, 80% and 100% income categories are provided by HUD. The 60% income category is provided by ADOH.



KEYNOTES (1)

1. NEW PARKING SPACES – 18'x9' (TYPICAL)
2. NEW ACCESSIBLE PARKING SPACE – 18'X11' WITH 5' ISLE (TYPICAL)
3. TRASH AND RECYCLE BIN ENCLOSURE (TYPICAL)
4. NEW CROSS WALK – SEE CIVIL
5. NEW SPLIT FACE MASONRY OR STONE RETAINING WALL – SEE CIVIL/LANDSCAPE. PAINT DUNN EDWARDS "CENTER RIDGE" DE6230
6. NEW 5' WIDE SIDEWALK (TYPICAL) – SEE CIVIL
7. NEW FUTS PER REGIONAL PLAN – SEE CIVIL/LANDSCAPE
8. NEW SPLIT FACE MASONRY MECHANICAL UNIT SCREEN WALL – SEE LANDSCAPE
9. RETENTION/TURF AREA – SEE CIVIL
10. BIKE RACK – SEE HARDSCAPE

PRELIMINARY SITE PLAN

SCALE: 1" = 50'-0"

PROJECT DESCRIPTION

AN EXCEPTIONAL MULTI-FAMILY RESIDENTIAL (FOR RENT) PROPERTY LOCATED ON THE SOUTHEAST CORNER OF HIGH COUNTRY TRAIL AND S. WILD WEST TRAIL.

DEVELOPMENT DATA

LOT AREA :

TOTAL SITE: 16.111 ACRES 701,795 SF

ZONING :

CURRENT ZONING E.R./R.R.
PROPOSED ZONING M.R. W/AFFORDABLE BONUS

LOT COVERAGE :

82,223/701,795 = 11.716%

UNIT DENSITY/COUNT :

PROPOSED: 9 DU PER ACRE

DENSITY:
16.111 ACRES x 9 UNITS/ACRE = 145 UNITS
10% AFFORDABLE DENSITY BONUS: 145 x .20 = 29 UNITS
145+29 = 174 TOTAL UNITS.
NEW DEVELOPMENT = 173 UNITS + 1 UNIT (AUZA HOMESTEAD) = 174 UNITS

APN NUMBER: 112-09-001E, 112-05-001W, 007B &001

UNIT DATA

	UNIT TYPE												
	A2	A2m1	A3	A4	A5	B1	B2	C1	C2	UNITS /BLDG	GARAGE	NO. BLDGS	TOTAL UNITS	TOTAL GARAGE
LIVABLE S.F.	783	784	806	785	874	999	1,032	1,036	1,567					
PAT/BAL S.F.	86	74	69	65	35	55	58	33	225					
TOTAL S.F.	869	858	875	850	909	1,054	1,090	1,069	1,792					
BLDG TYPE 1	2			8		6	6			22	12	1	22	12
BLDG TYPE 2	6		6			6	6			24		3	72	
BLDG TYPE 2m1		4	6			6	6		1	23		1	23	
BLDG TYPE 3	2			8		3	6	3		22	12	2	44	24
BLDG TYPE 4 (CARRIAGE)					2					2	8	5	10	40
BLDG TYPE 5 (CARRIAGE)					2					2	7	1	2	7
TOTAL UNITS ALL BUILDINGS	24	4	24	24	12	36	42	6	1		TOTAL	13	173	83

(18) 1-BEDROOM UNITS SHALL BE RESERVED FOR CITY OF FLAGSTAFF AFFORDABLE HOUSING PROGRAM. 10% OF UNITS WILL BE AFFORDABLE UNITS,

UNIT MIX :

		# OF UNITS
ONE BEDROOM	51%	88
TWO BEDROOM	45%	78
THREE BEDROOM	4%	7
TOTAL	100%	173 UNITS

NOTE:
AT LEAST 2% OF THE UNITS, BUT NO LESS THAN ONE SHALL BE A TYPE 'A' UNIT. THESE UNITS MUST BE DISPERSED AMONG THE VARIOUS CLASSES OF UNITS.

OPEN SPACE:

SITE:		16.111 ACRES	701,795 SF
REQUIRED:			
CIVIC OPEN SPACE	5%	.805 ACRES	35,090 SF
COMMON OPEN SPACE	15%	2.416 ACRES	105,269 SF
PROVIDED:			
CIVIC OPEN SPACE	5%	.805 ACRES	35,090 SF
COMMON OPEN SPACE	17%	2.754 ACRES	119,965 SF

BIKE PARKING:

REQUIRED:
5% OF REQUIRED OFF-STREET PARKING
PROVIDED:
292/.05 = 15 SPACES

PARKING :

REQUIRED:	
1.5 PER 1 BEDROOM	1.5 x 88 = 132.00
2.25 PER 2 BEDROOM	2.25 x 78 = 175.50
2.25 PER 3 BEDROOM	2.25 x 7 = 15.75
TOTAL	324 P.S.
10% REDUCTION OF REQUIRED PARKING FOR BUS SERVICE AREA:	-32 P.S.
TOTAL REQUIRED:	292 P.S.
PROVIDED:	
OPEN PARKING (9'x18')	212
GARAGE PARKING	84
TOTAL	296 P.S.

RATIO:
296 P.S./173 UNITS = 1.71 SPACES PER UNIT

ACCESSIBILITY:
INCLUDED IN COUNT ABOVE:

ACCESSIBLE PARKING REQUIRED :	8
ACCESSIBLE PARKING PROVIDED:	11

BUILDING SQUARE FOOTAGE :

BUILDING TYPE 1:		BUILDING TYPE 2:		BUILDING TYPE 2M:		BUILDING TYPE 3:	
FIRST FLOOR –	9,479	FIRST FLOOR –	8,870	FIRST FLOOR –	8,878	FIRST FLOOR –	9,810
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	x1		x3		x1		x2
TOTAL	28,323		78,288		26,190	TOTAL	58,572

BUILDING TYPE 4:		BUILDING TYPE 5:		COMMONS:	
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SECOND FLOOR –	1,887	SECOND FLOOR –	1,887	FITNESS –	1,600
THIRD FLOOR –	N/A	THIRD FLOOR –	N/A		
	3,804		3,888		
	x5		x1		
TOTAL	19,020		3,888		6,050

PROJECT TOTAL SQUARE FOOTAGE: 220,331



VICINITY MAP
NOT TO SCALE

LEGEND

- (1) DENOTES BUILDING NUMBER
- DENOTES ACCESSIBLE ROUTE.
- FIRE TRUCK TURNING LANE
- DENOTES PROPERTY LINE
- DENOTES ACCESSIBLE PARKING
- FIRE RISER LOCATION
- PROPOSED FIRE HYDRANT
- TRANSFORMER LOCATION

AURA FLAGSTAFF APARTMENTS

151 W HIGH COUNTRY TRAIL
FLAGSTAFF, ARIZONA 86001

Office of Rich Barber Architecture, LLC
ORB
WorldHQ@ORBArch.com

REGISTERED ARCHITECT
CERTIFICATE NO.
15213
Rich Barber
07 15 19
ARIZONA U.S.A.
Expires: 3/31/2020

PRELIMINARY
NOT FOR CONSTRUCTION

DEVELOPER
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RAA@ORBARCH.COM

REVISIONS

DATE: MARCH 15, 2019 ORB # 17-227

A1.10

SITE PLAN PRELIMINARY

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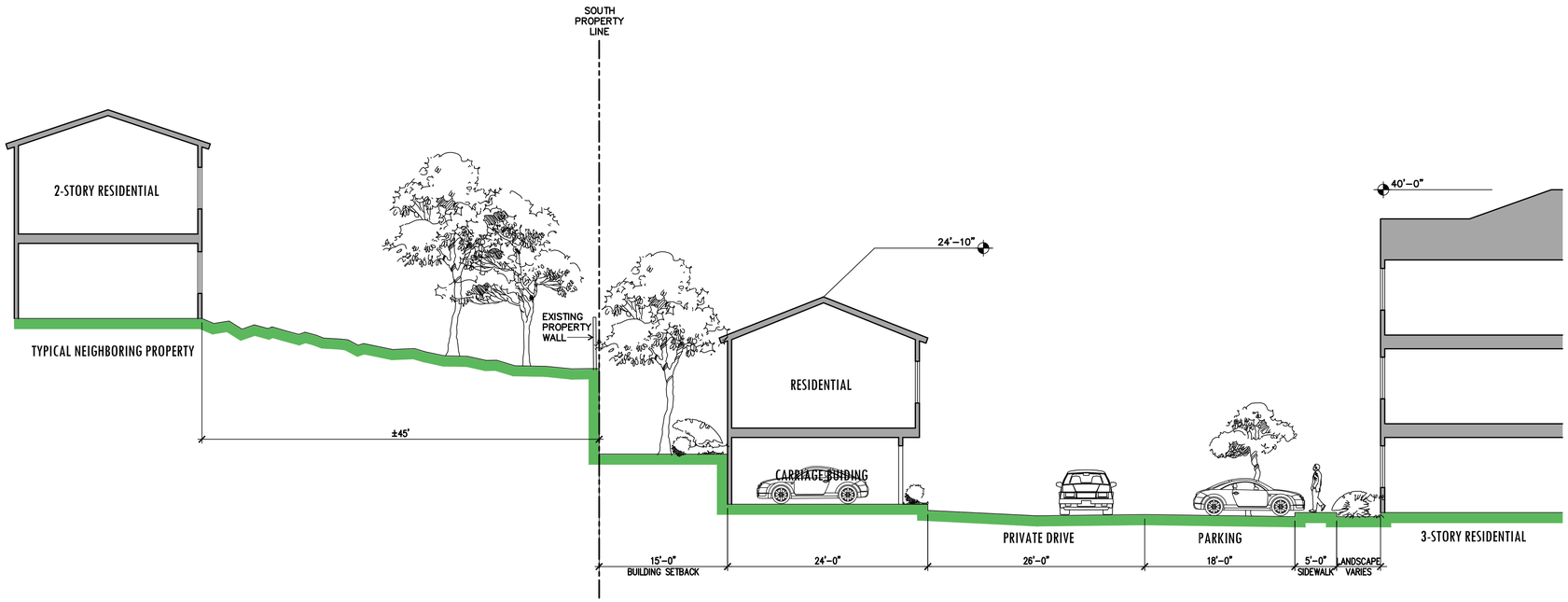
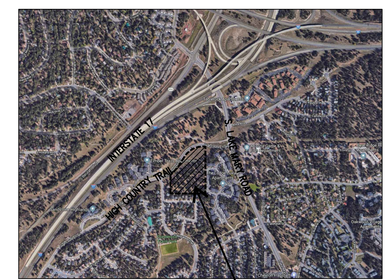


NORTH/SOUTH SITE SECTION

AT SOUTH PROPERTY LINE

0 | | 4' 8' 16'



VICINITY MAP

NOT TO SCALE

NORTH

AURA FLAGSTAFF APARTMENTS

151 W HIGH COUNTRY TRAIL
FLAGSTAFF, ARIZONA 86001

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REVISIONS

DATE: MARCH 15, 2019 ORB # 17-227

A1.11

SITE SECTION
PRELIMINARY

FILE: T:\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A111 Site Section updated.dwg USER: rao DATE: Mar, 18 2019 TIME: 02:51 pm



OPEN SPACE PLAN

SCALE: 1" = 50'-0"

OPEN SPACE CALCULATONS:

SITE:		16.111 ACRES	701,795 SF
REQUIRED:			
CIVIC OPEN SPACE	5%	.805 ACRES	35,090 SF
COMMON OPEN SPACE	15%	2.416 ACRES	105,269 SF
PROVIDED:			
CIVIC OPEN SPACE	5%	.805 ACRES	35,090 SF
COMMON OPEN SPACE	17%	2.754 ACRES	119,965 SF

INDICATES COMMON OPEN SPACE

INDICATES CIVIC OPEN SPACE

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CONTACT: RICHARD ALVAREZ
RAA@ORBARCH.COM

LEGEND

- (1) DENOTES BUILDING NUMBER
- 35' / 35' FIRE TRUCK TURNING LANE
- DENOTES PROPERTY LINE
- DENOTES ACCESSIBLE PARKING
- FH PROPOSED FIRE HYDRANT

REVISIONS

DATE: FEBRUARY 20, 2019 ORB # 17-227

A1.12

OPEN SPACE PLAN
PRELIMINARY

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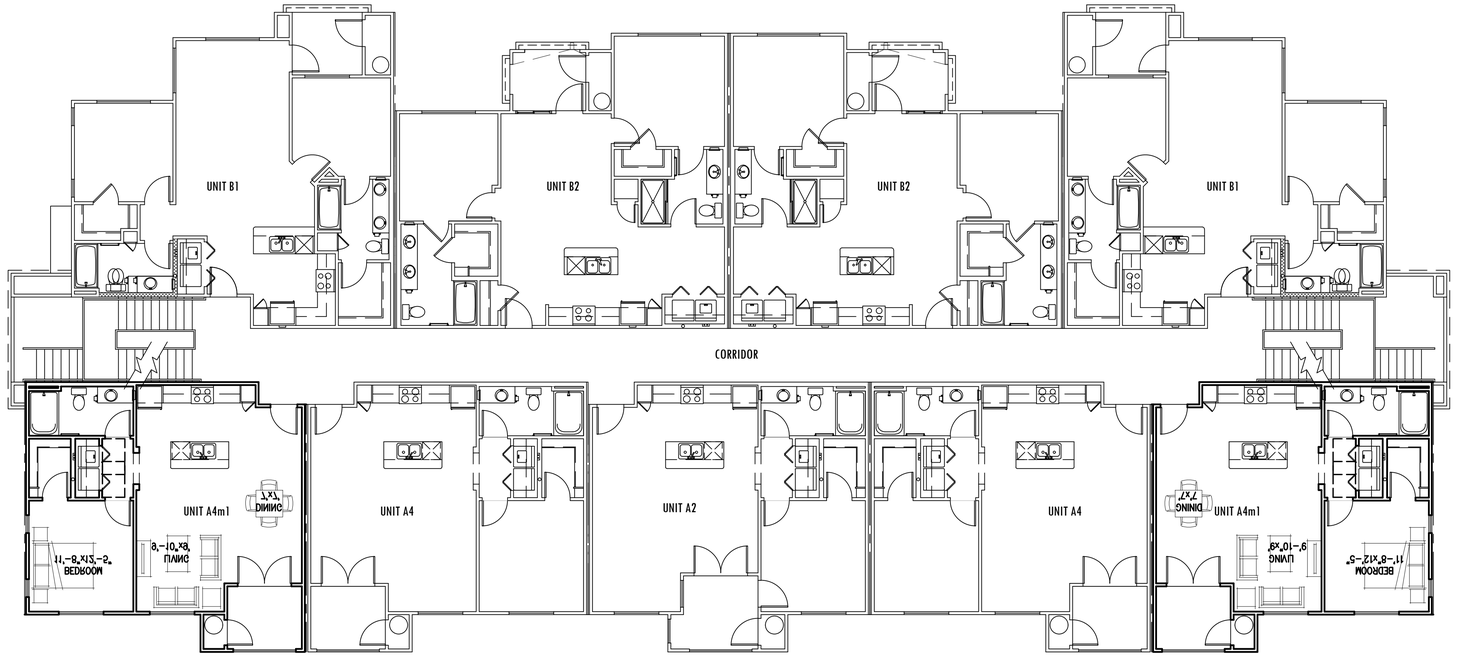
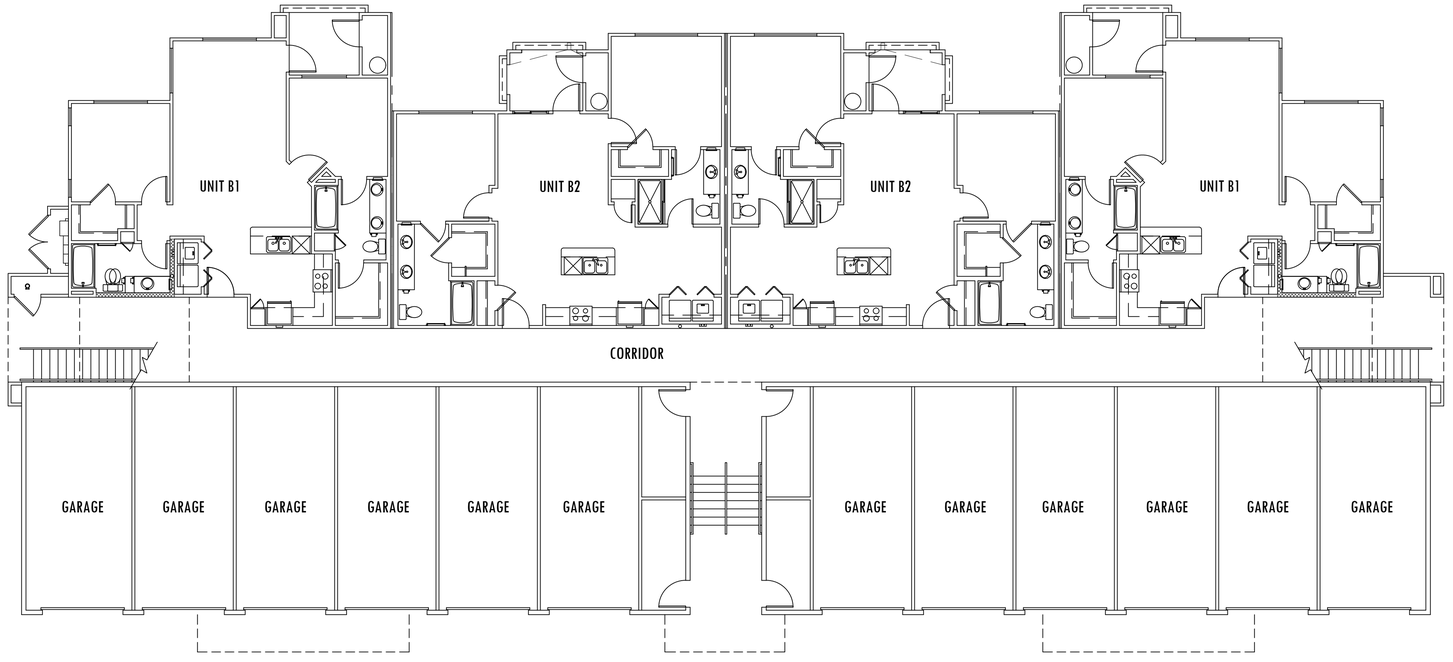


BUILDING TYPE 1 - LEVEL 2

TOTAL AREA: 9,422 S.F.

SCALE: 1/8" = 1'-0"



BUILDING TYPE 1 - LEVEL 1

TOTAL AREA: 9,479 S.F.

SCALE: 1/8" = 1'-0"

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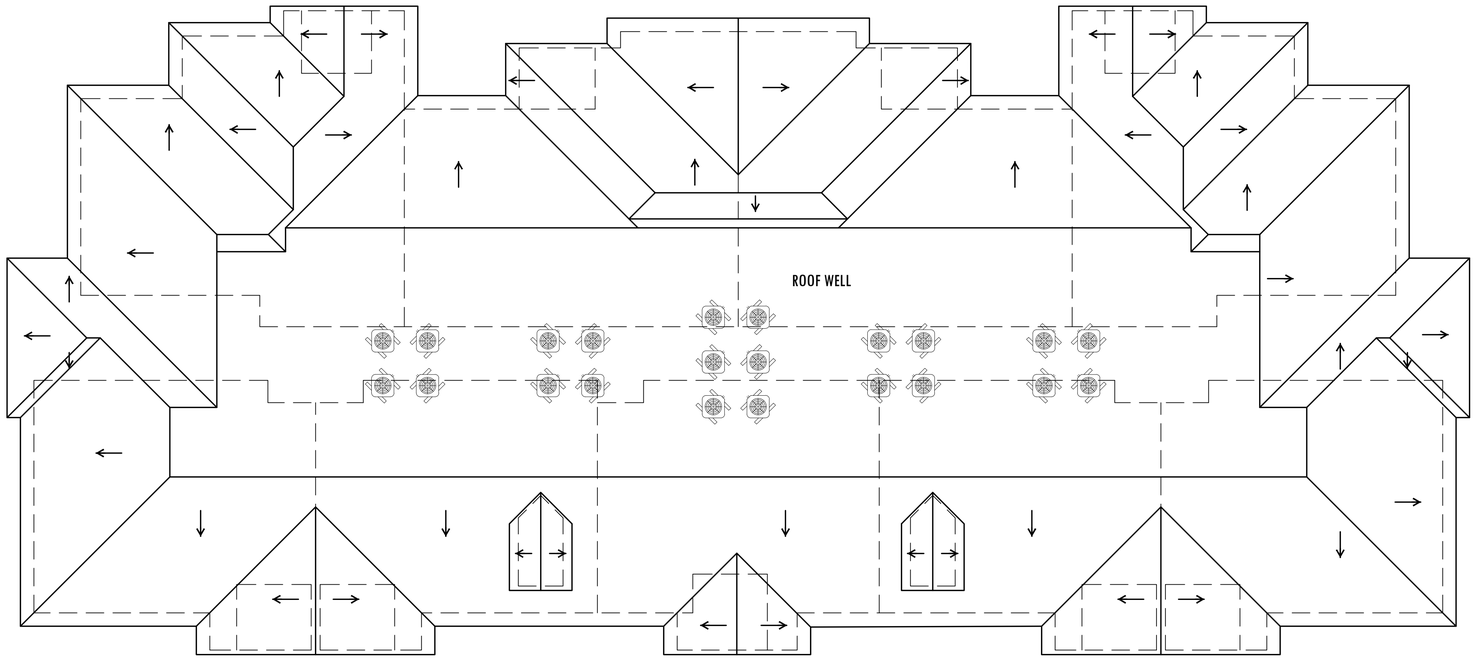
A3.11

BLDG. TYPE 1 FLOOR PLANS
LEVEL 1 & LEVEL 2

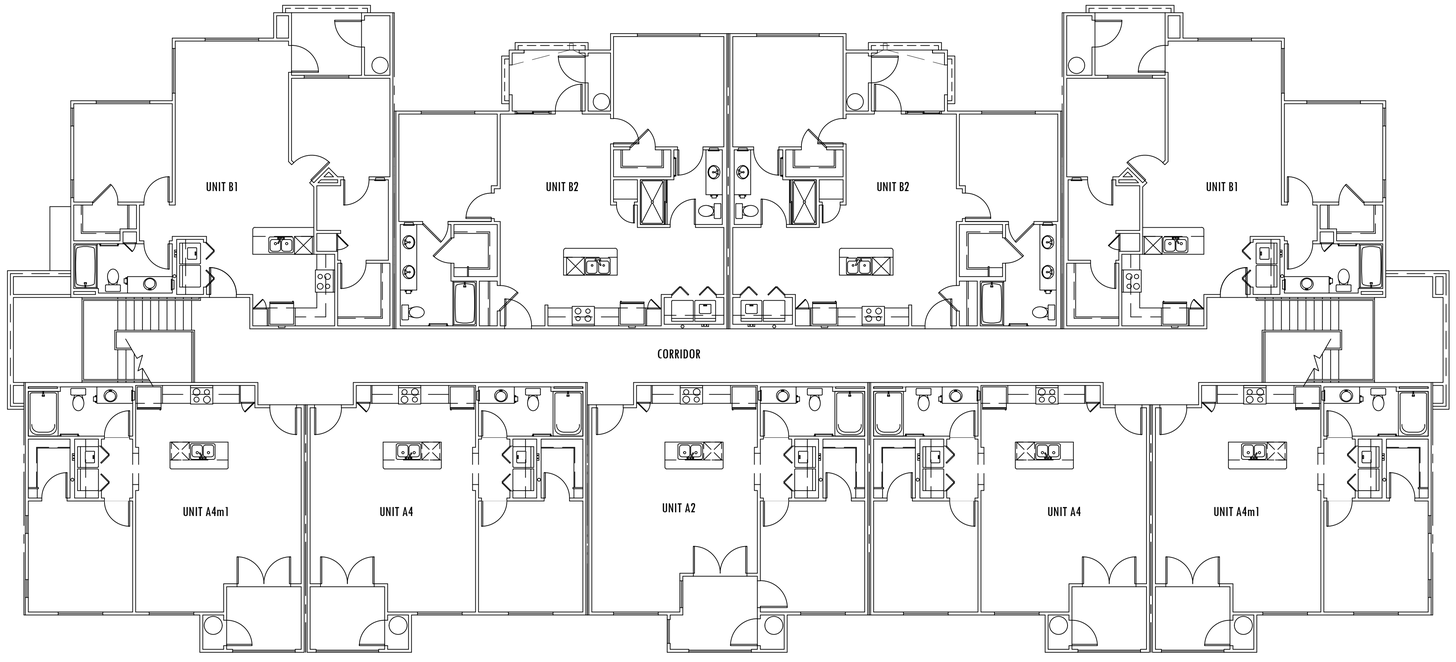
FILE: T:\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A311 Bldg_1-Level 1 & 2.dwg USER: gcn DATE: Feb, 19 2019 TIME: 09:57 am



BUILDING TYPE 1 - ROOF

0 4' 8' 16'

SCALE: 1/8" = 1'-0"



BUILDING TYPE 1 - LEVEL 3

TOTAL AREA: 9,422 S.F.

0 4' 8' 16'

SCALE: 1/8" = 1'-0"

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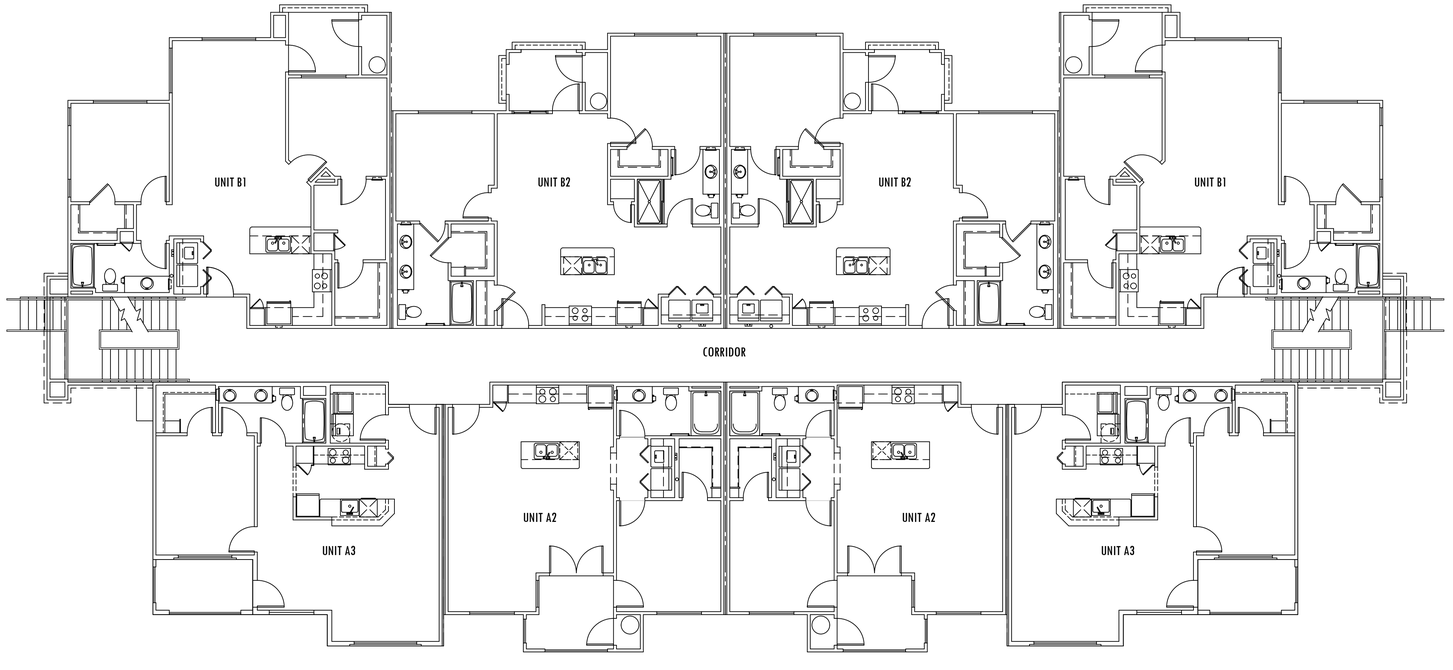
A3.12

BLDG. TYPE 1 FLOOR PLANS
LEVEL 3 & ROOF

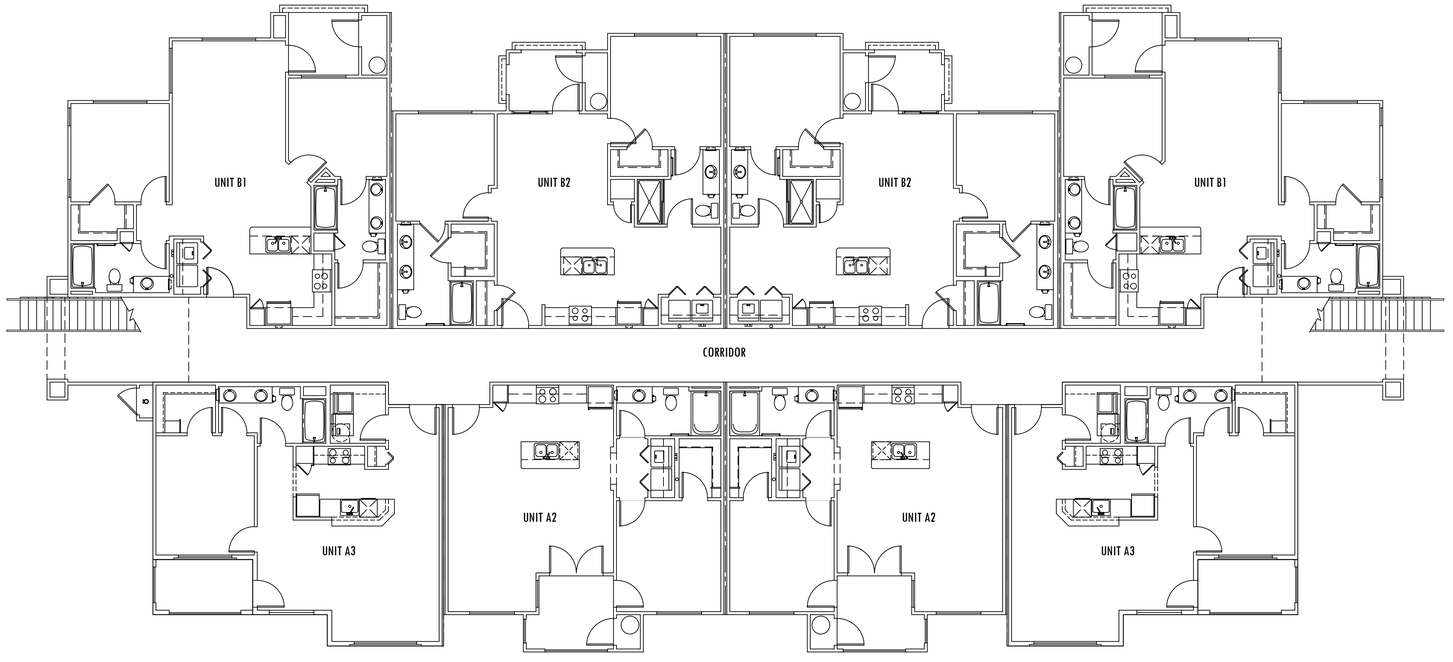
FILE: T:\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A312 Bldg_1-Level 3 & Roof.dwg USER: gcn DATE: Feb, 19 2019 TIME: 09:57 am



BUILDING TYPE 2 - LEVEL 2

TOTAL AREA: 8,625 S.F.

SCALE: 1/8" = 1'-0"



BUILDING TYPE 2 - LEVEL 1

TOTAL AREA: 8,895 S.F.

SCALE: 1/8" = 1'-0"

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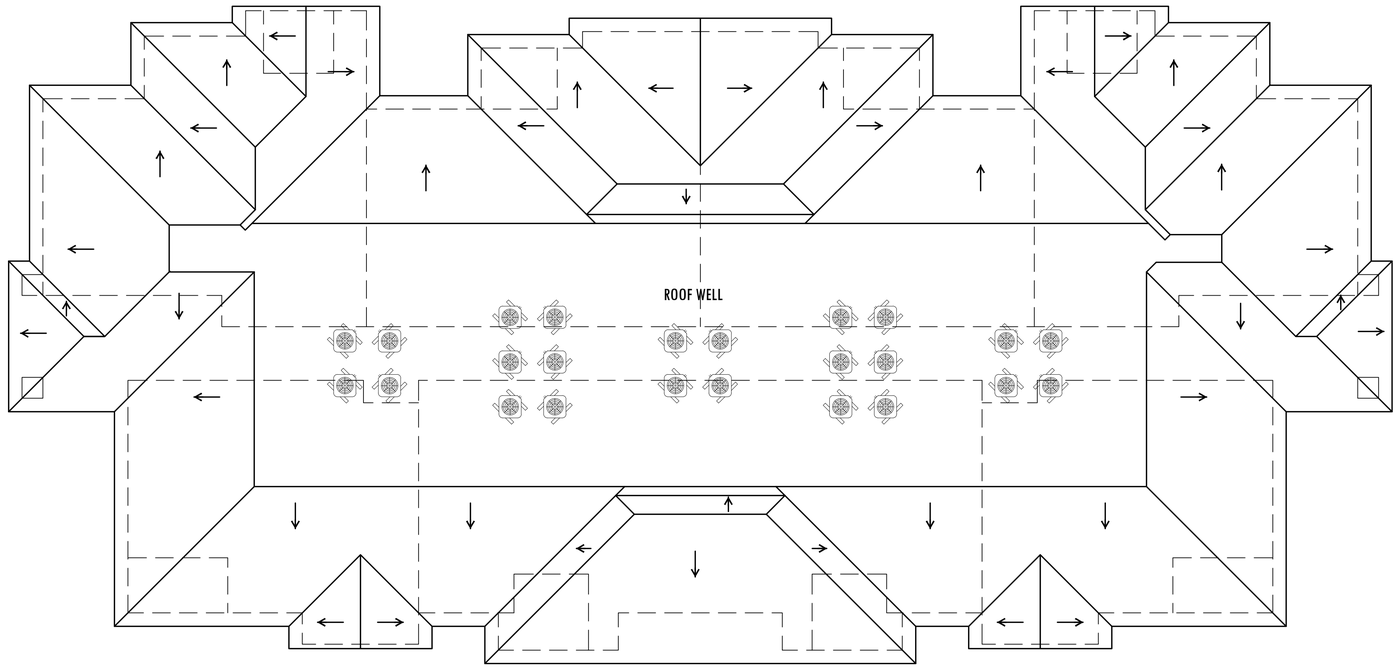
A3.21

BLDG. TYPE 2 FLOOR PLANS
LEVEL 1 & 2

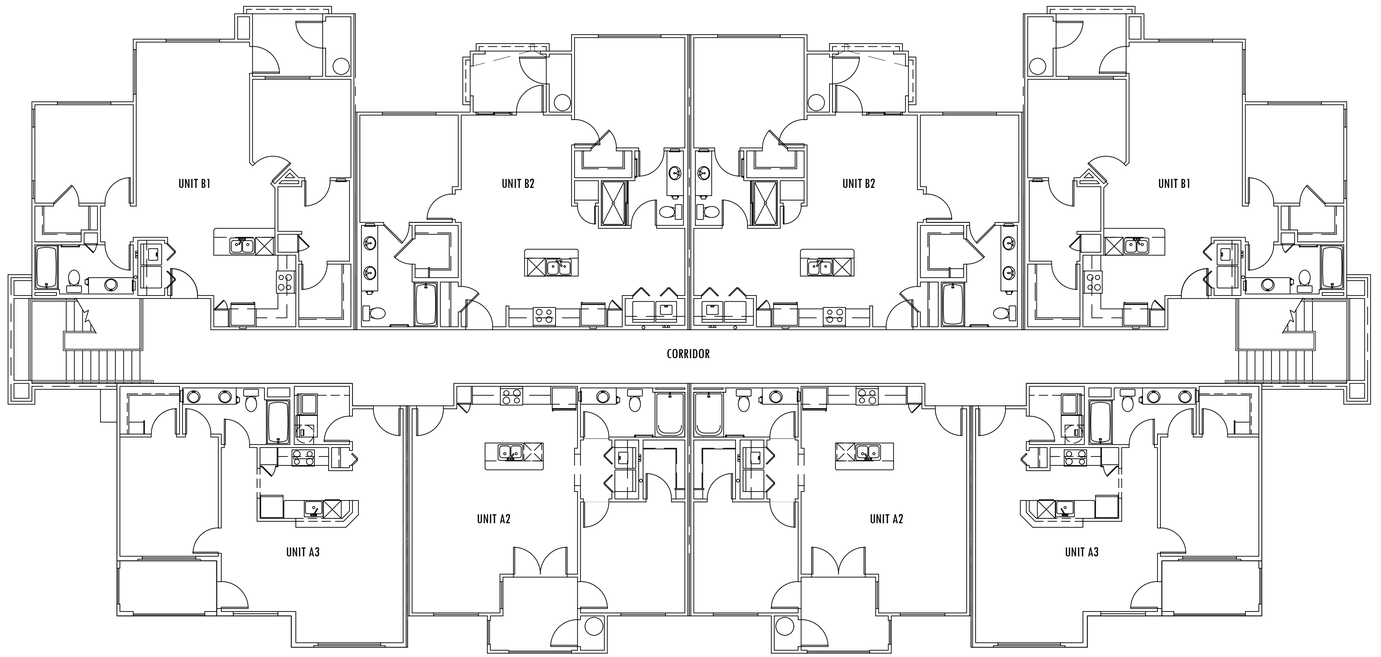
FILE: T:\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A321 Bldg_2-Level 1 & 2.dwg USER:gcn DATE:Feb, 19 2019 TIME: 09:57 am



BUILDING TYPE 2 - ROOF

0 | | | 4' 8' 16'

SCALE: 1/8" = 1'-0"



BUILDING TYPE 2 - LEVEL 3

TOTAL AREA: 8,613 S.F.

0 | | | 4' 8' 16'

SCALE: 1/8" = 1'-0"

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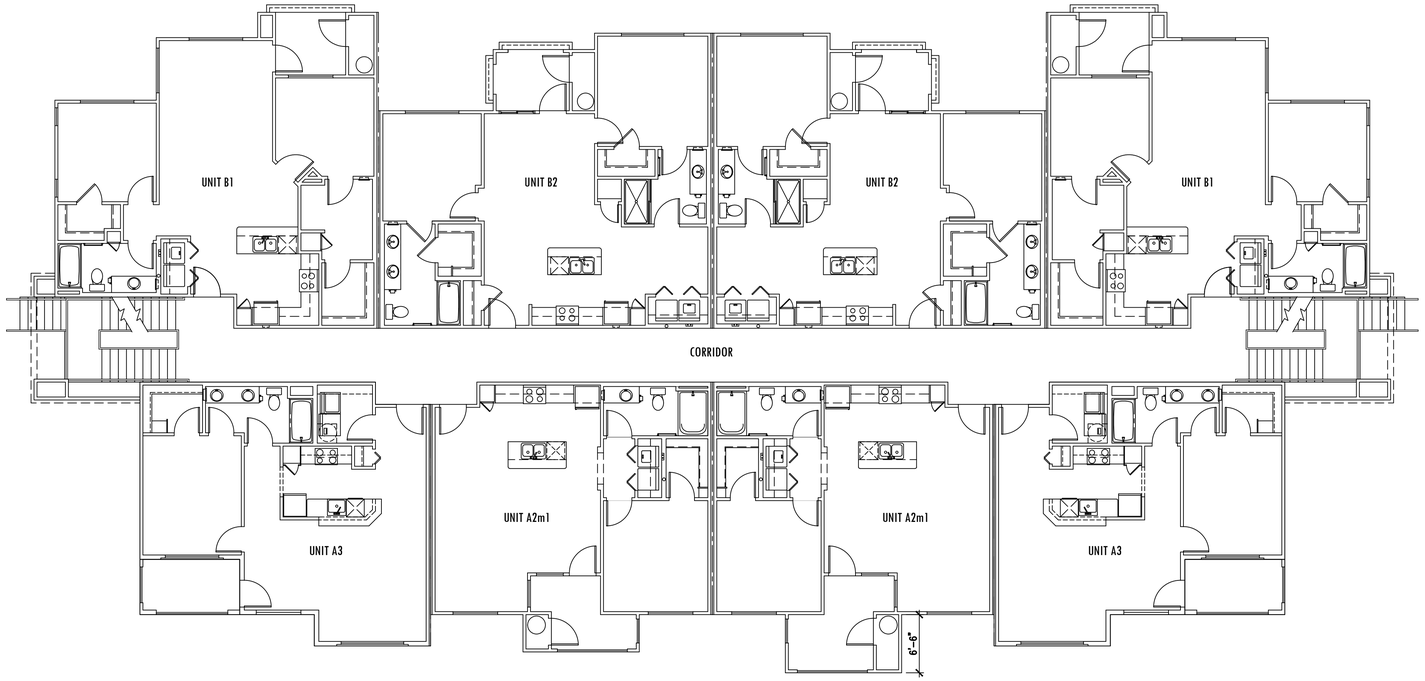
A3.22

BLDG. TYPE 2 FLOOR PLANS
LEVEL 3 & ROOF

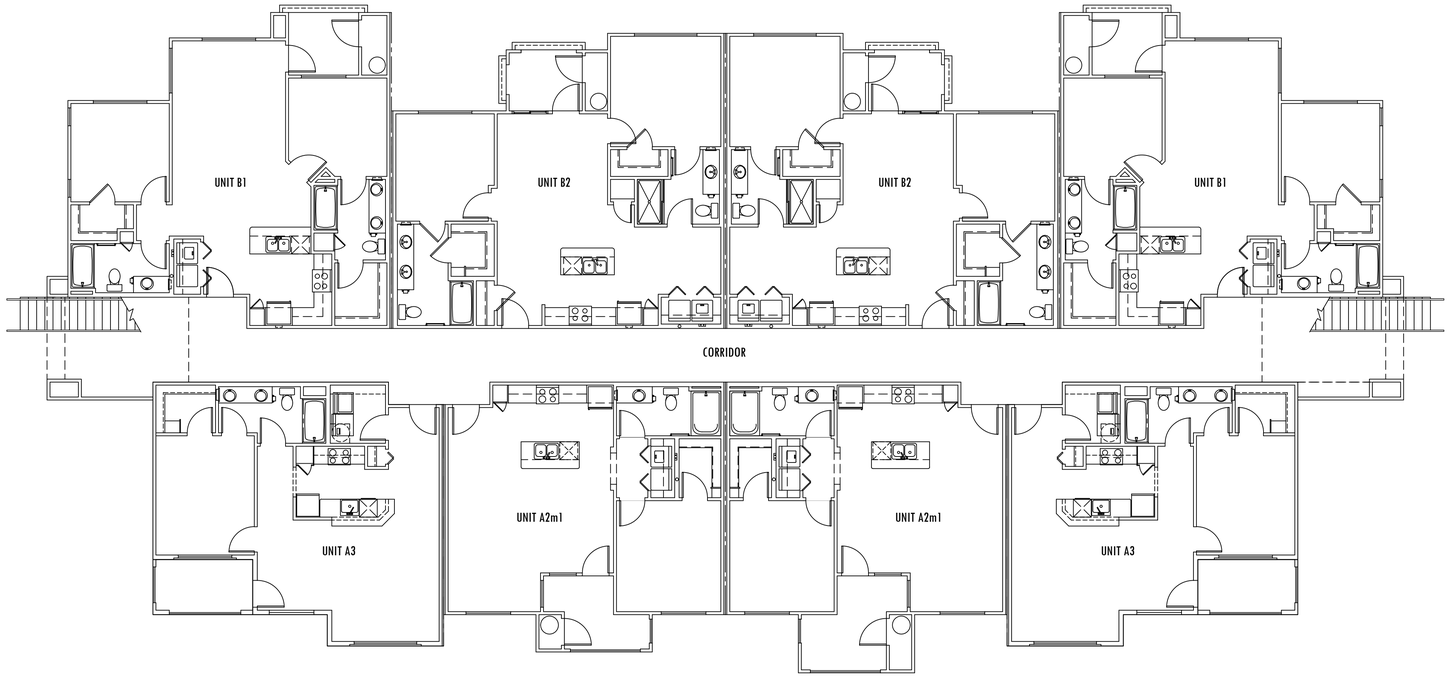
FILE: T:\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A322 Bldg_2-Level 3 & Roof.dwg USER:gcn DATE:Feb, 19 2019 TIME: 09:57 a



BUILDING TYPE 2m - LEVEL 2

TOTAL AREA: 8,652 S.F.

SCALE: 1/8" = 1'-0"



BUILDING TYPE 2m - LEVEL 1

TOTAL AREA: 8,908 S.F.

SCALE: 1/8" = 1'-0"

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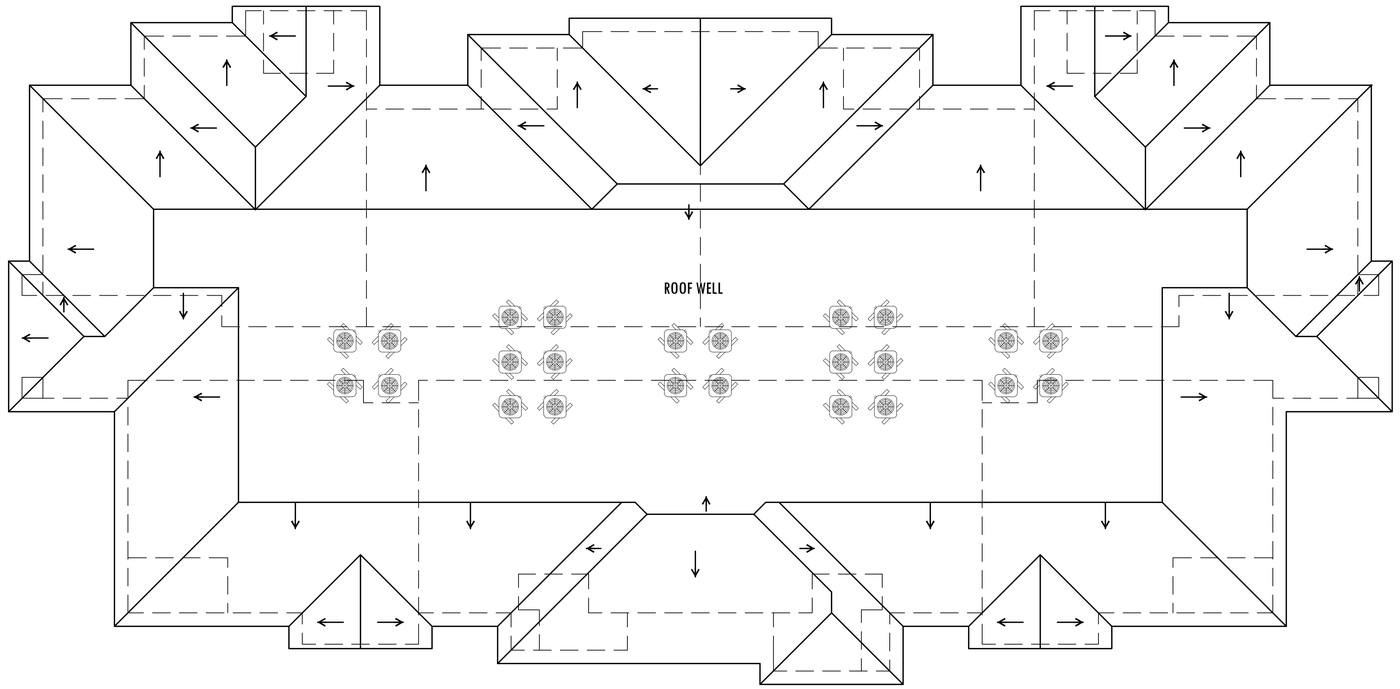
A3.23

BUILDING TYPE 2m
LEVEL 1 & 2 FLOOR PLANS

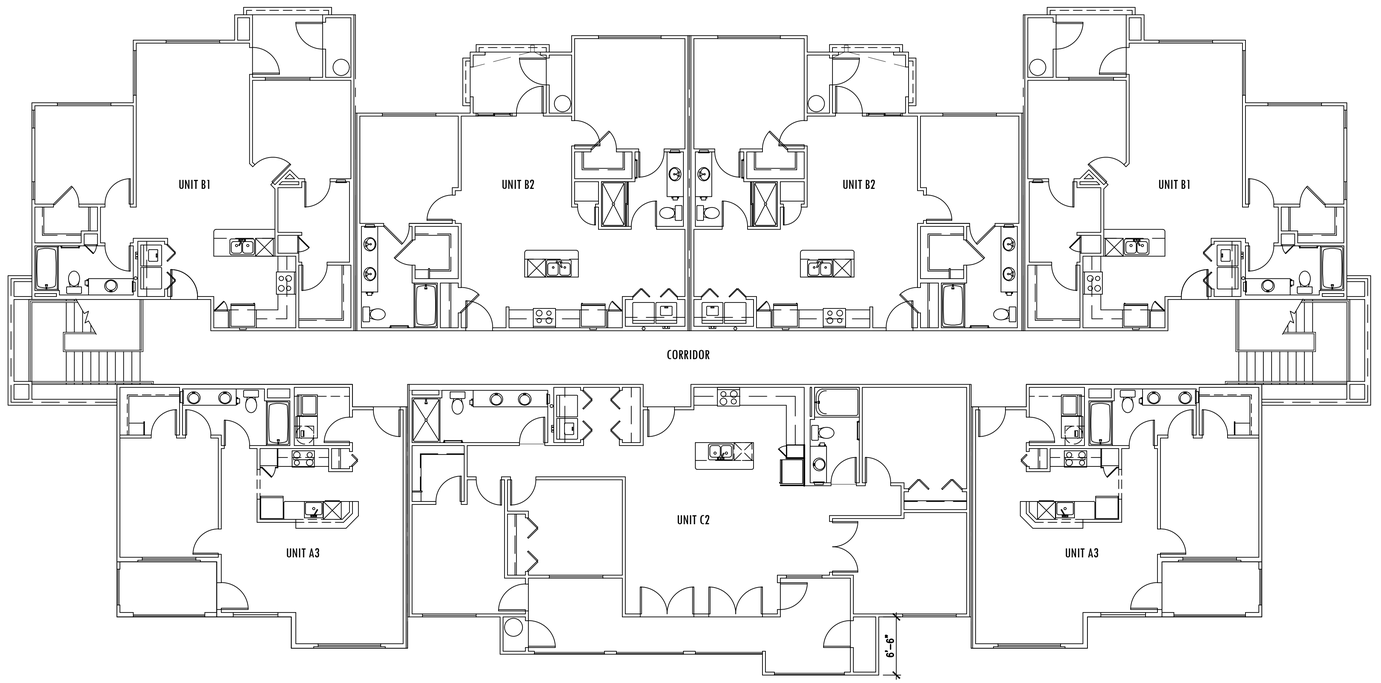
FILE: \\ORBSVR2016-VM-2\e\data\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A323 Bldg_2m-Level 1 & 2.dwg USER:rap DATE:Mar, 15, 2019 TIME: 03:38 pm



BUILDING TYPE 2m - ROOF

0 | | | 4' 8' 16'

SCALE: 1/8" = 1'-0"



BUILDING TYPE 2m - LEVEL 3

TOTAL AREA: 8,720 S.F.

0 | | | 4' 8' 16'

SCALE: 1/8" = 1'-0"

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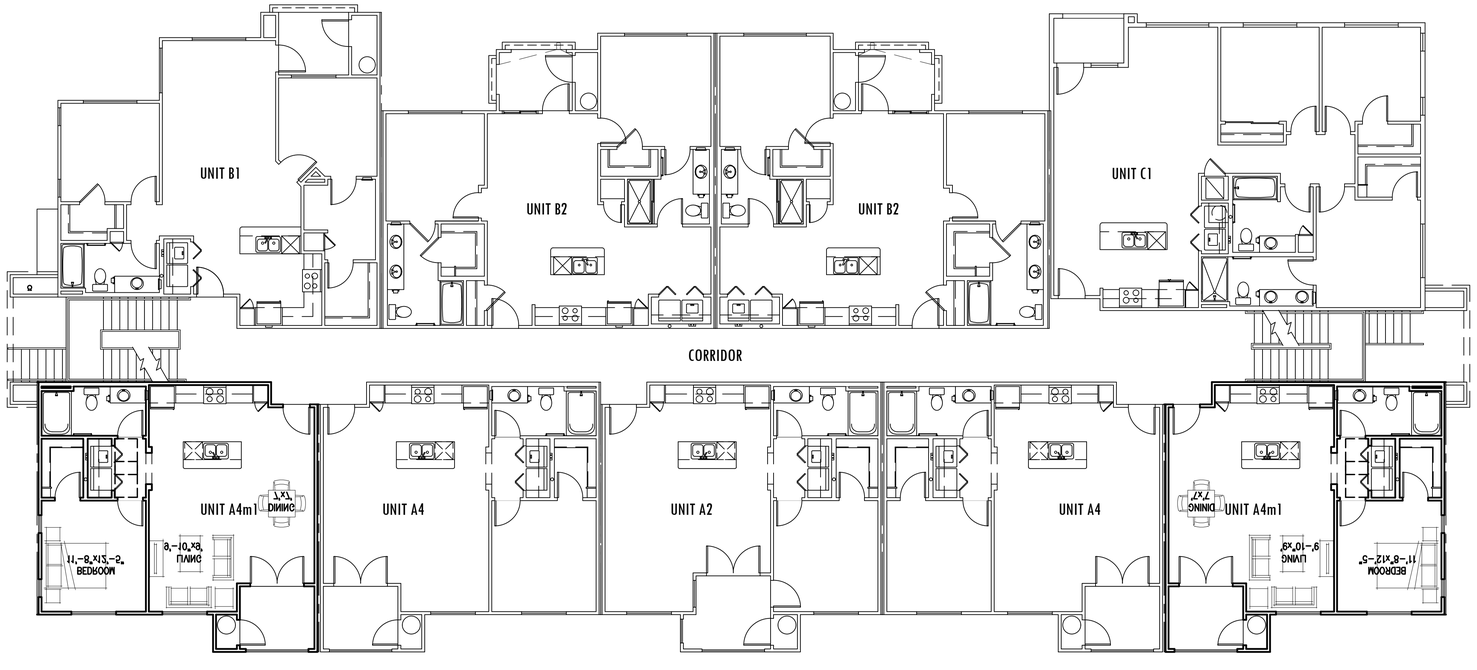
A3.24

BUILDING TYPE 2m
LEVEL 3 & ROOF PLAN

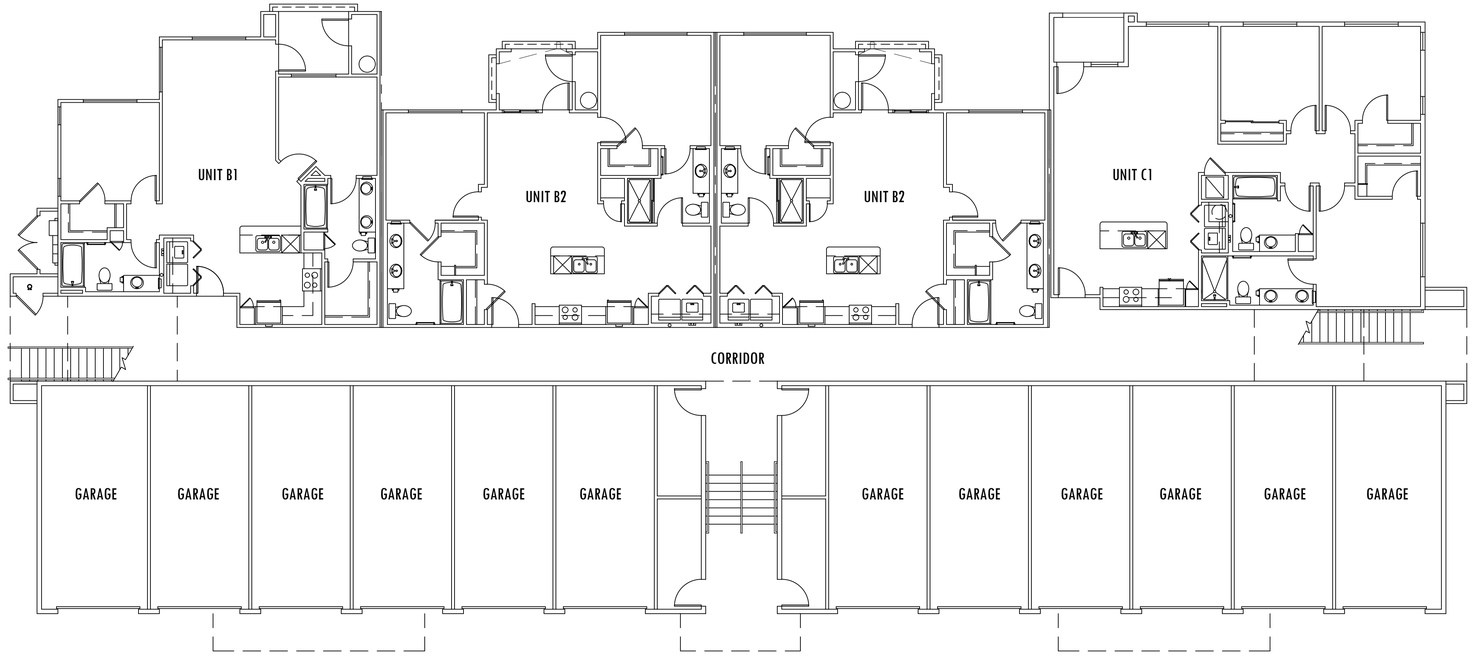
FILE: I:\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A324 Bldg_2m-Level 3 & Roof.dwg USER:roa DATE:Mar. 15 2019 TIME: 12:02 pm



BUILDING TYPE 3 - LEVEL 2

TOTAL AREA: 9,748 S.F.

SCALE: 1/8" = 1'-0"



BUILDING TYPE 3 - LEVEL 1

TOTAL AREA: 9,820 S.F.

SCALE: 1/8" = 1'-0"

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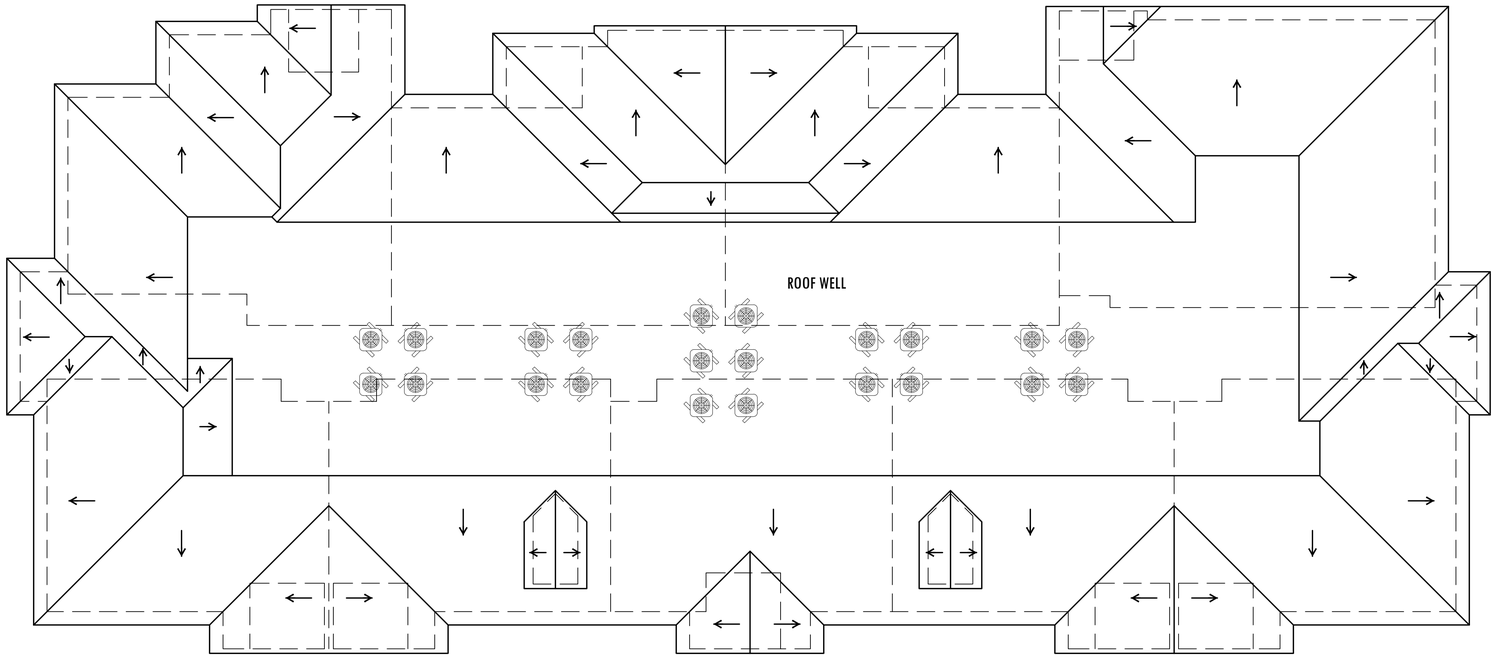
A3.31

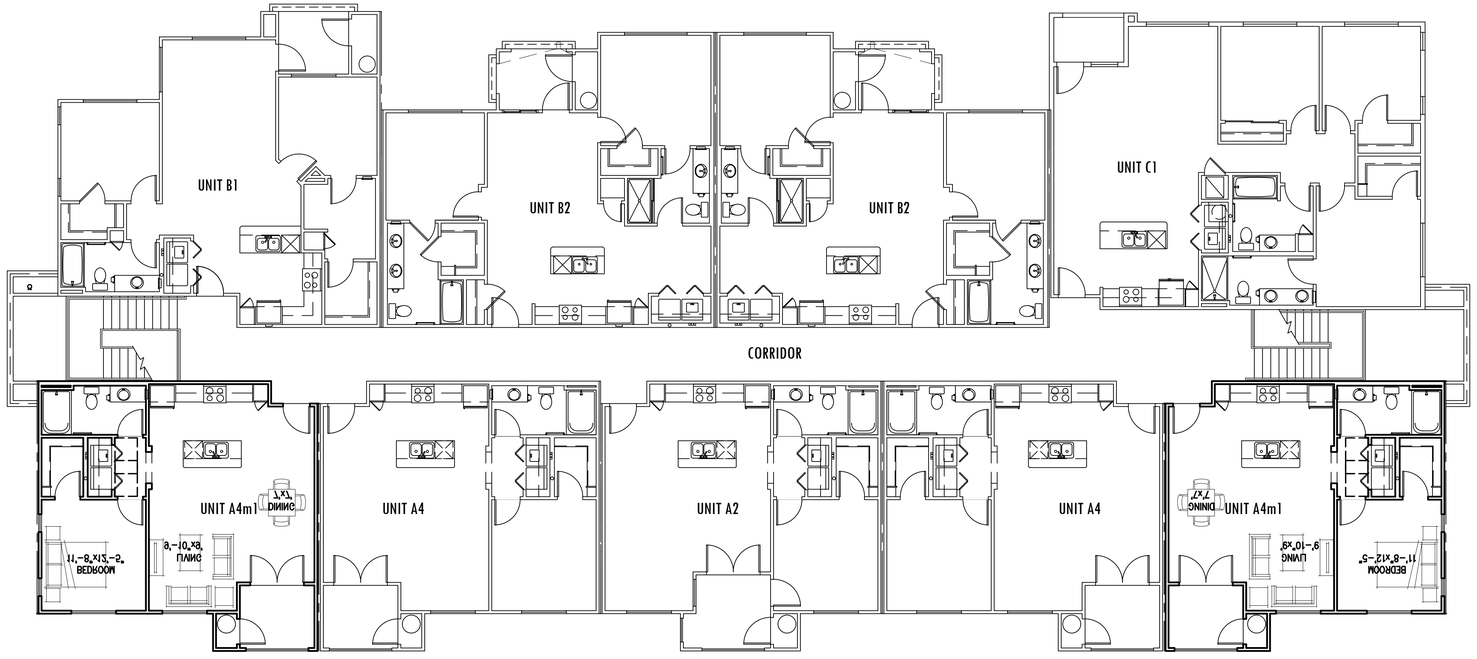
BLDG. TYPE 3 FLOOR PLANS
LEVEL 1 & LEVEL 2

FILE: T:\Orb\ORB Job Files\17-227_TRG_Flogstaff Apartments\CAD Files\Preliminary\17227 A331 Bldg_3-Level 1 & 2.dwg USER:gcn DATE:Feb, 19 2019 TIME: 09:57 am



BUILDING TYPE 3 - ROOF

SCALE: 1/8" = 1'-0"



BUILDING TYPE 3 - LEVEL 3

TOTAL AREA: 9,748 S.F.

SCALE: 1/8" = 1'-0"

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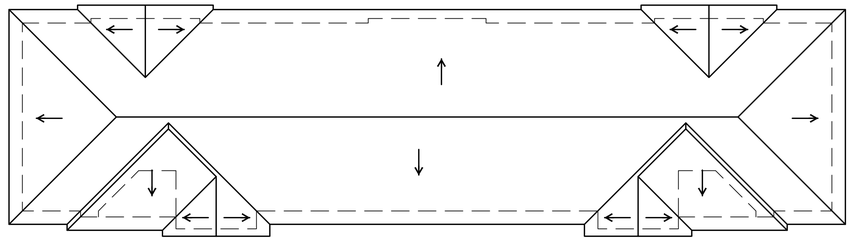
A3.32

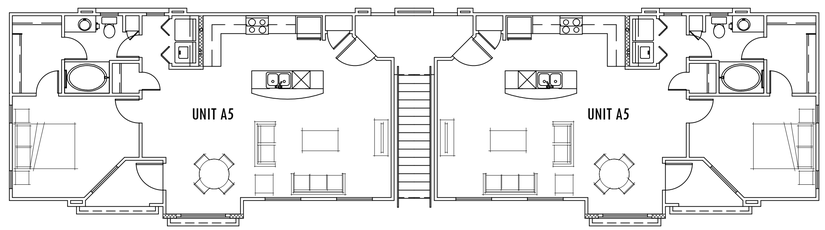
BLDG. TYPE 3 FLOOR PLANS
LEVEL 3 & ROOF

FILE: T:\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A332 Bldg_3-Level 3 & Roof.dwg USER: ogm DATE: Feb, 19 2019 TIME: 09:57 am



BUILDING TYPE 4 - ROOF

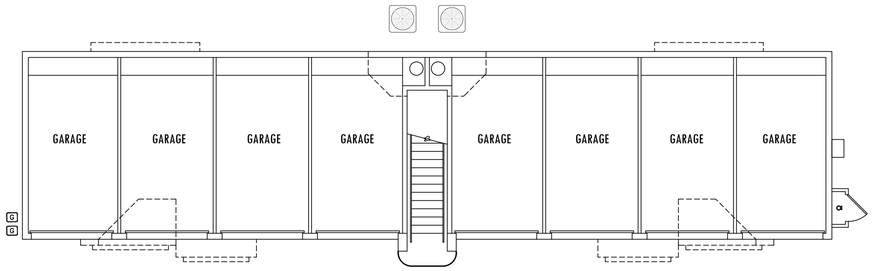
SCALE: 1/8" = 1'-0"



BUILDING TYPE 4 & 5 - LEVEL 2

TOTAL AREA: 1,887 S.F.

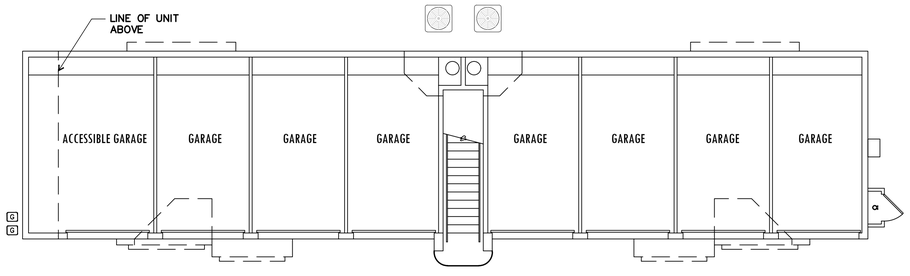
SCALE: 1/8" = 1'-0"



BUILDING TYPE 4 - LEVEL 1

TOTAL AREA: 1,917 S.F.

SCALE: 1/8" = 1'-0"



BUILDING TYPE 5 - LEVEL 1

TOTAL AREA: 2,001 S.F.

SCALE: 1/8" = 1'-0"

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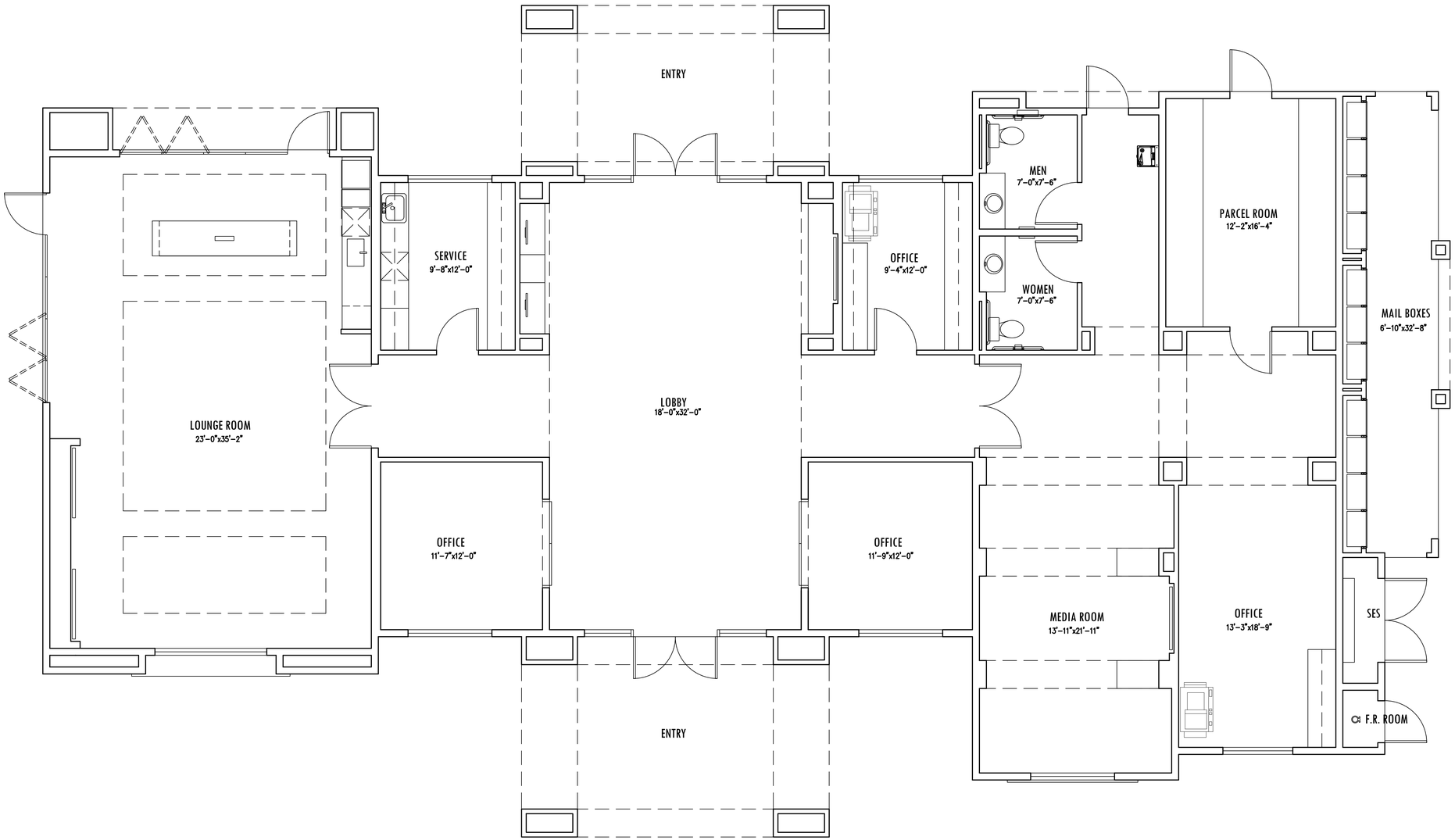
A3.41

BLDG. TYPE 4 & 5 FLOOR PLANS
LEVEL 1, 2 & ROOF

FILE: T:\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A341 Bldg_4-Level 1-2 & ROOF.dwg USER:gcn DATE:Feb. 19 2019 TIME: 09:58 am



FLOOR PLAN

4,450 S.F. GRAND TOTAL

SCALE: 1/4" = 1'-0"

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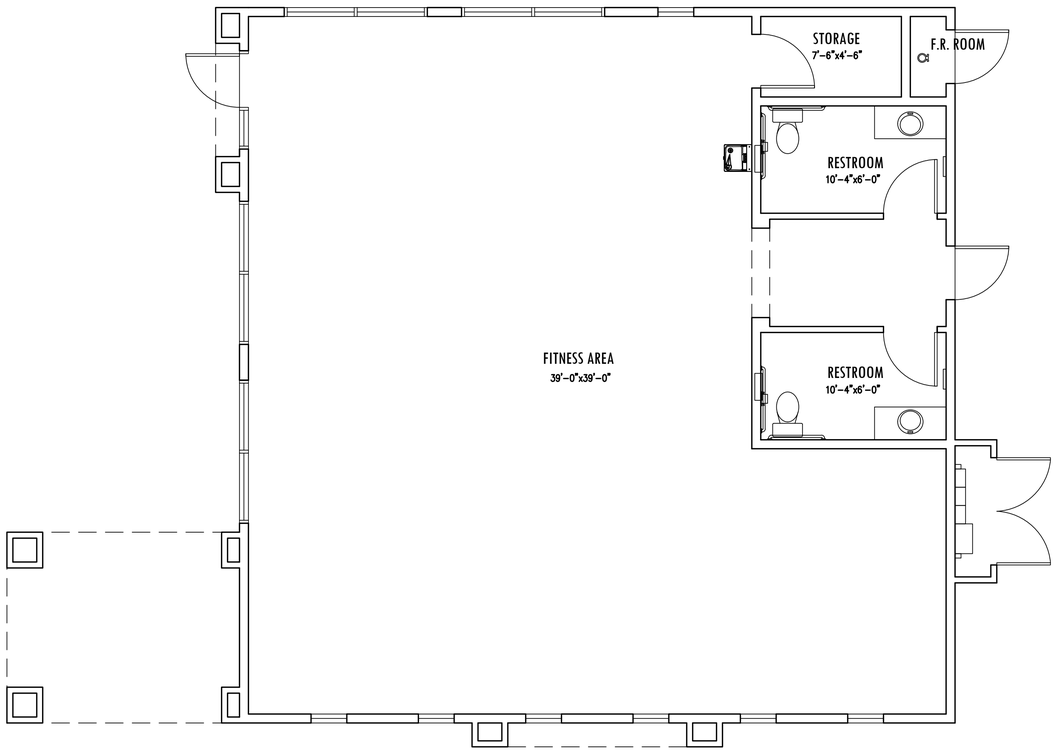
A3.51

CLUBHOUSE
FLOOR PLAN

FILE: T:\Dots\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A351 Clubhouse.dwg USER: gcn DATE: Feb. 19 2019 TIME: 09:58 am



FLOOR PLAN

1,600 S.F. GRAND TOTAL

0' 2' 4' 8'

SCALE: 1/4" = 1'-0"

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A3.61

FITNESS
FLOOR PLAN

FILE: T:\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A361 Fitness.dwg USER: gcn DATE: Feb, 19 2019 TIME: 09:58 am



FRONT ELEVATION

BUILDING TYPE 1

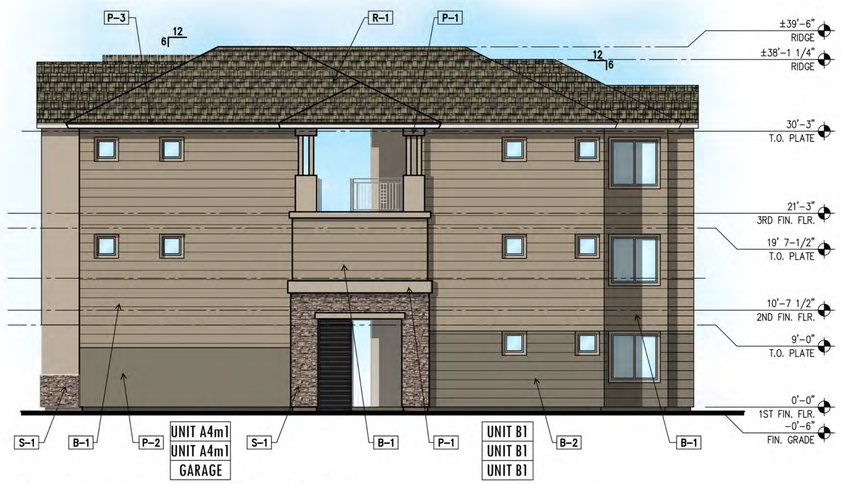
SCALE: 1/8" = 1'-0"



REAR ELEVATION

BUILDING TYPE 1

SCALE: 1/8" = 1'-0"



SIDE ELEVATION (OPP. SIDE SIM.)

BUILDING TYPE 1

SCALE: 1/8" = 1'-0"

MATERIAL/COLOR KEY NOTES	
B-1	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6215 WOODEN PEG
B-2	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6230 CENTER RIDGE
M-1	METAL GUARD RAILING DUNN EDWARDS DE6378 JET
M-2	GARAGE DOORS DUNN EDWARDS DE6230 CENTER RIDGE
M-3	METAL LOUVER DUNN EDWARDS DE6378 JET
P-1	STUCCO FINISH DUNN EDWARDS DE6214 PIGEON GRAY
P-2	STUCCO FINISH DUNN EDWARDS DE6230 CENTER RIDGE
P-3	FASCIA TRIM DUNN EDWARDS DE6274 FROSTBITE
R-1	GAF ROOFING SHINGLES TIMBERLAND HD WEATHERED WOOD
S-1	CORONADO STONE VENEER 20% APPALACHIAN FIELDSTONE – DAKOTA BROWN 80% EASTERN MOUNTAIN LEDGE – DAKOTA BROWN

NOTE:
HARDY PLANK PANEL TO BE INSTALLED AS LAP SIDING

BLDG. TYPE 1 STUCCO PERCENTAGE = 22%

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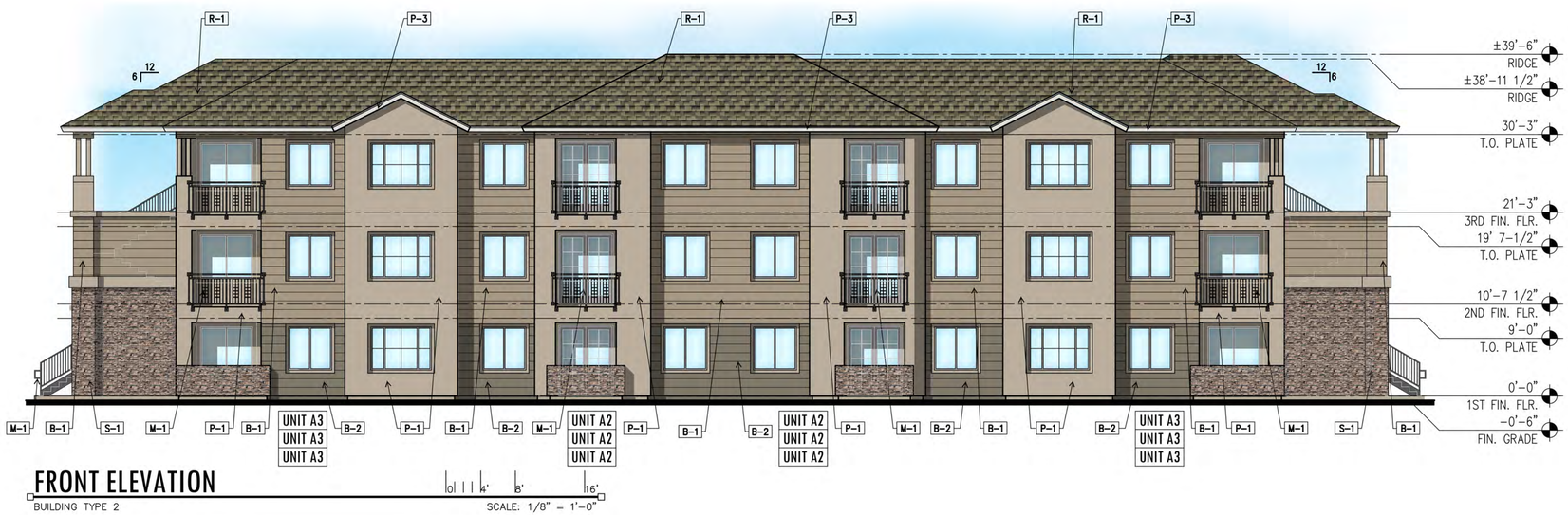
A4.10

BUILDING TYPE 1
ELEVATIONS



FRONT ELEVATION

BUILDING TYPE 2

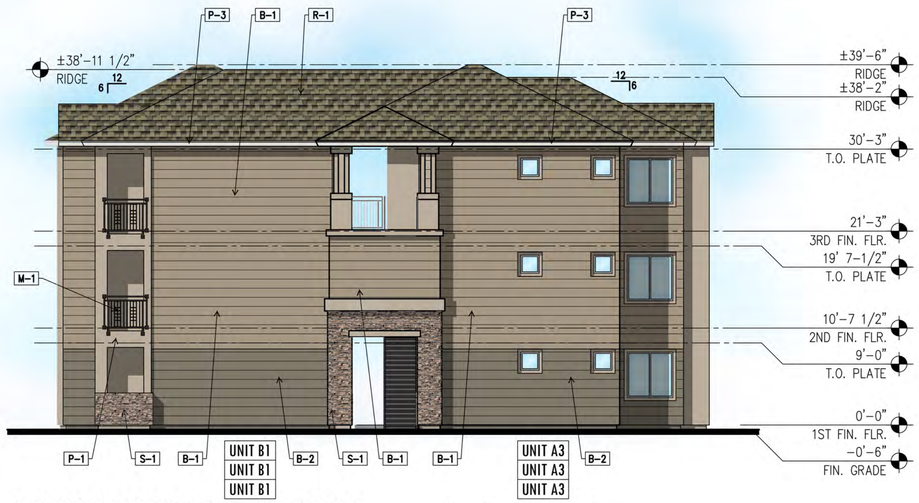
SCALE: 1/8" = 1'-0"



REAR ELEVATION

BUILDING TYPE 2

SCALE: 1/8" = 1'-0"



SIDE ELEVATION (OPP. SIDE SIM.)

BUILDING TYPE 2

SCALE: 1/8" = 1'-0"

MATERIAL/COLOR KEY NOTES	
B-1	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6215 WOODEN PEG
B-2	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6230 CENTER RIDGE
M-1	METAL GUARD RAILING DUNN EDWARDS DE6378 JET
M-2	GARAGE DOORS DUNN EDWARDS DE6230 CENTER RIDGE
M-3	METAL LOUVER DUNN EDWARDS DE6378 JET
P-1	STUCCO FINISH DUNN EDWARDS DE6214 PIGEON GRAY
P-2	STUCCO FINISH DUNN EDWARDS DE6230 CENTER RIDGE
P-3	FASCIA TRIM DUNN EDWARDS DE6274 FROSTBITE
R-1	GAF ROOFING SHINGLES TIMBERLAND HD WEATHERED WOOD
S-1	CORONADO STONE VENEER 20% APPALACHIAN FIELDSTONE – DAKOTA BROWN 80% EASTERN MOUNTAIN LEDGE – DAKOTA BROWN

NOTE:
HARDY PLANK PANEL TO BE INSTALLED AS LAP SIDING

BLDG. TYPE 2 STUCCO PERCENTAGE = 22%

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A4.20

BUILDING TYPE 2
ELEVATIONS



FRONT ELEVATION

BUILDING TYPE 2m

0 | | | 4' 8' 16'

SCALE: 1/8" = 1'-0"

MATERIAL/COLOR KEY NOTES	
B-1	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6215 WOODEN PEG
B-2	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6230 CENTER RIDGE
M-1	METAL GUARD RAILING DUNN EDWARDS DE6378 JET
M-2	GARAGE DOORS DUNN EDWARDS DE6230 CENTER RIDGE
M-3	METAL LOUVER DUNN EDWARDS DE6378 JET
P-1	STUCCO FINISH DUNN EDWARDS DE6214 PIGEON GRAY
P-2	STUCCO FINISH DUNN EDWARDS DE6230 CENTER RIDGE
P-3	FASCIA TRIM DUNN EDWARDS DE6274 FROSTBITE
R-1	GAF ROOFING SHINGLES TIMBERLAND HD WEATHERED WOOD
S-1	CORONADO STONE VENEER 20% APPALACHIAN FIELDSTONE – DAKOTA BROWN 80% EASTERN MOUNTAIN LEDGE – DAKOTA BROWN

NOTE:
HARDY PLANK PANEL TO BE INSTALLED AS LAP SIDING

BLDG. TYPE 2 STUCCO PERCENTAGE = 23%

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BUILDING TYPE 2m
FRONT ELEVATION

FILE: T:\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A420 Bldg Type 2 Elevs.dwg USER:roo DATE:Mar 15 2019 TIME: 11:19 am



FRONT ELEVATION

BUILDING TYPE 3

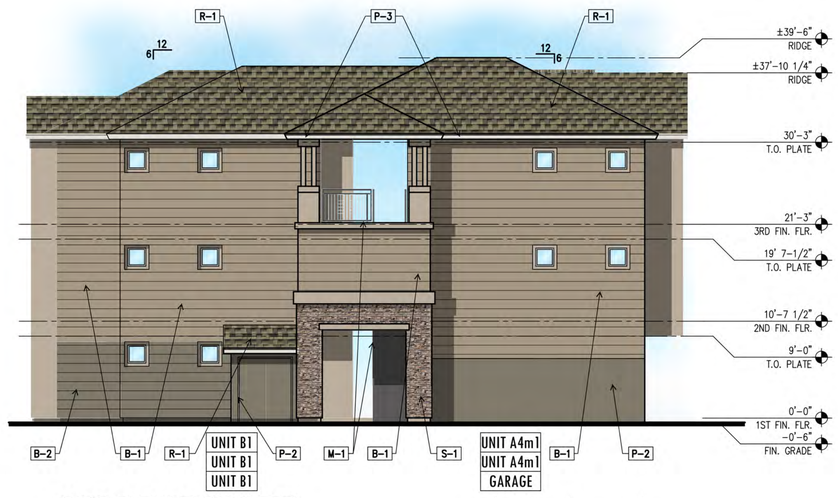
SCALE: 1/8" = 1'-0"



REAR ELEVATION

BUILDING TYPE 3

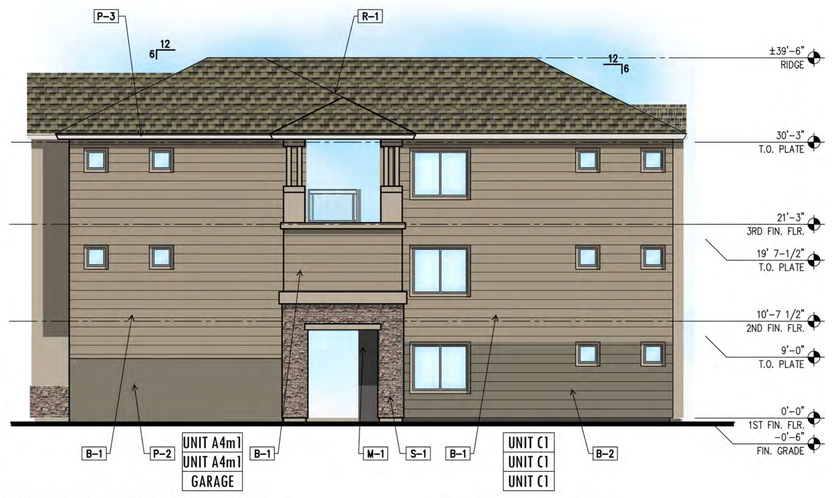
SCALE: 1/8" = 1'-0"



SIDE ELEVATION (LEFT)

BUILDING TYPE 3

SCALE: 1/8" = 1'-0"



SIDE ELEVATION (RIGHT)

BUILDING TYPE 3

SCALE: 1/8" = 1'-0"

MATERIAL/COLOR KEY NOTES	
B-1	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6215 WOODEN PEG
B-2	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6230 CENTER RIDGE
M-1	METAL GUARD RAILING DUNN EDWARDS DE6378 JET
M-2	GARAGE DOORS DUNN EDWARDS DE6230 CENTER RIDGE
M-3	METAL LOUVER DUNN EDWARDS DE6378 JET
P-1	STUCCO FINISH DUNN EDWARDS DE6214 PIGEON GRAY
P-2	STUCCO FINISH DUNN EDWARDS DE6230 CENTER RIDGE
P-3	FASCIA TRIM DUNN EDWARDS DE6274 FROSTBITE
R-1	GAF ROOFING SHINGLES TIMBERLAND HD WEATHERED WOOD
S-1	CORONADO STONE VENEER 20% APPALACHIAN FIELDSTONE – DAKOTA BROWN 80% EASTERN MOUNTAIN LEDGE – DAKOTA BROWN

NOTE:
HARDY PLANK PANEL TO BE INSTALLED AS LAP SIDING

BLDG. TYPE 3 STUCCO PERCENTAGE = 21%

AURA FLAGSTAFF APARTMENTS

151 W HIGH COUNTRY TRAIL
FLAGSTAFF, ARIZONA 86001

Office of Rich Barber Architecture, LLC
ORB
WorldHQ@ORBArch.com

REGISTERED ARCHITECT
CERTIFICATE NO.
15213
Rich Barber
01/23/19
State of Arizona
Expires 3/31/2020

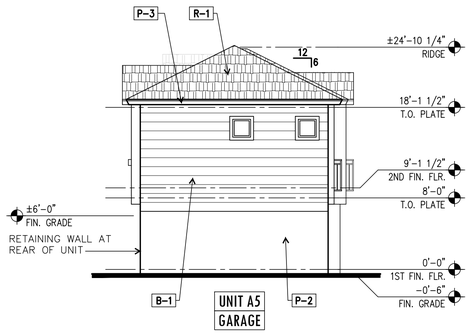
PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS

DATE: JANUARY 23, 2019 ORB # 17-227

A4.30

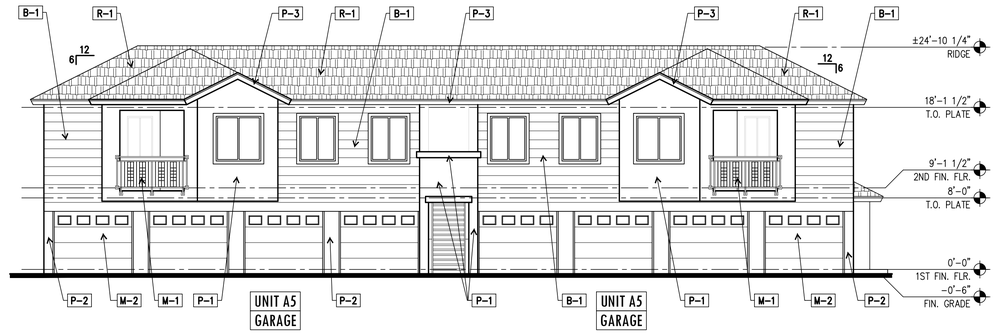
BUILDING TYPE 3
ELEVATIONS



SIDE ELEVATION (OPP. SIDE SIM.)

BUILDING TYPE 4

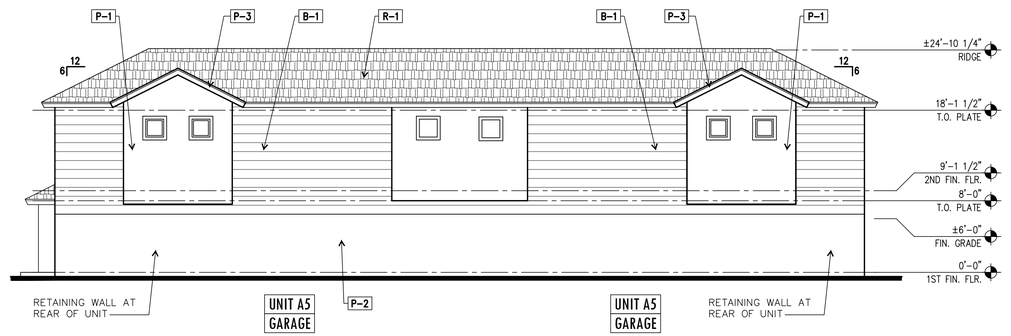
SCALE: 1/8" = 1'-0"



FRONT ELEVATION

BUILDING TYPE 4

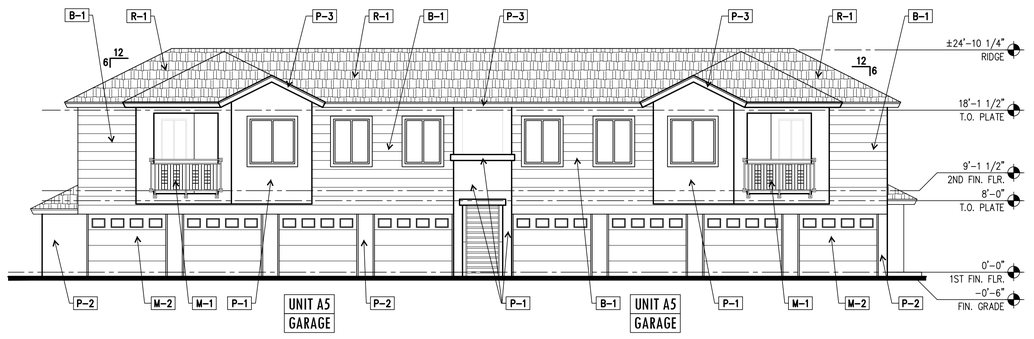
SCALE: 1/8" = 1'-0"



REAR ELEVATION

BUILDING TYPE 4

SCALE: 1/8" = 1'-0"



FRONT ELEVATION

BUILDING TYPE 5

SCALE: 1/8" = 1'-0"

MATERIAL/COLOR KEY NOTES	
B-1	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6215 WOODEN PEG
B-2	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6230 CENTER RIDGE
M-1	METAL GUARD RAILING DUNN EDWARDS DE6378 JET
M-2	GARAGE DOORS DUNN EDWARDS DE6230 CENTER RIDGE
M-3	METAL LOUVER DUNN EDWARDS DE6378 JET
P-1	STUCCO FINISH DUNN EDWARDS DE6214 PIGEON GRAY
P-2	STUCCO FINISH DUNN EDWARDS DE6230 CENTER RIDGE
P-3	FASCIA TRIM DUNN EDWARDS DE6274 FROSTBITE
R-1	GAF ROOFING SHINGLES TIMBERLAND HD WEATHERED WOOD
S-1	CORONADO STONE VENEER 20% APPALACHIAN FIELDSTONE – DAKOTA BROWN 80% EASTERN MOUNTAIN LEDGE – DAKOTA BROWN

NOTE:
HARDY PLANK PANEL TO BE INSTALLED AS LAP SIDING

BLDG. TYPE 4 STUCCO PERCENTAGE = 23%

AURA FLAGSTAFF APARTMENTS

151 W HIGH COUNTRY TRAIL
FLAGSTAFF, ARIZONA 86001

The Office of Rich Barber Architecture, LLC
ORB
WorldHQ@ORBArch.com

REGISTERED ARCHITECT
CERTIFICATE NO.
15213
Rich Barber
07 15 19
Date Signed
ARIZONA, U.S.A.
Expires: 3/31/2020

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CONSTRUCTION

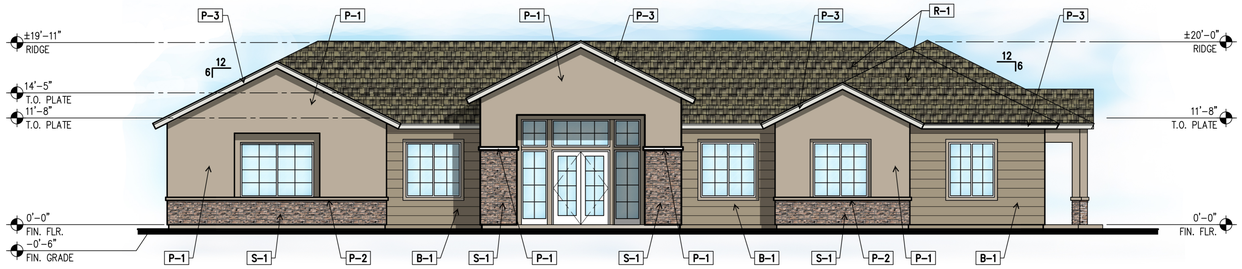
REVISIONS

DATE: MARCH 15, 2019 ORB # 17-227

A4.40

BUILDING TYPE 4 & 5
ELEVATIONS

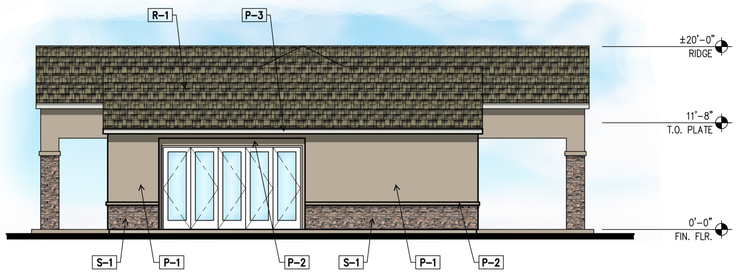
FILE: \\ORBSVR2016-VM-2\e\data\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A440 Bldg Type 4 Elevs.dwg USER:rob DATE:Mar, 15 2019 TIME: 04:13 pm



FRONT ELEVATION

CLUBHOUSE

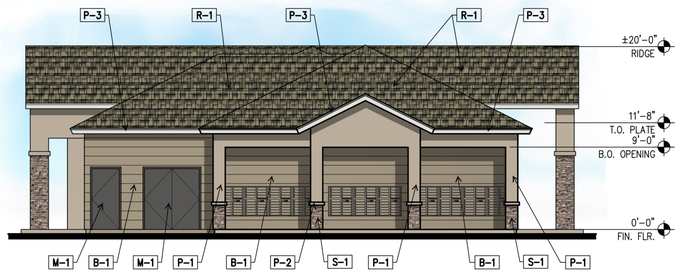
SCALE: 1/8" = 1'-0"



SIDE ELEVATION

CLUBHOUSE

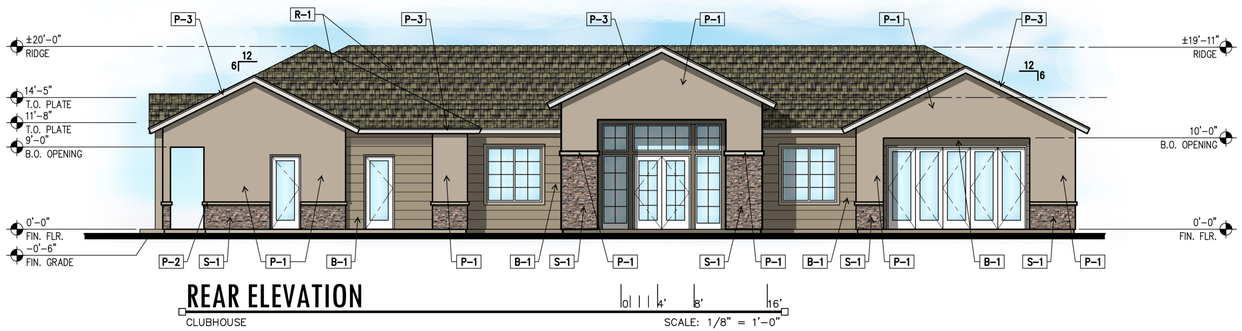
SCALE: 1/8" = 1'-0"



SIDE ELEVATION

CLUBHOUSE

SCALE: 1/8" = 1'-0"



REAR ELEVATION

CLUBHOUSE

SCALE: 1/8" = 1'-0"

MATERIAL/COLOR KEY NOTES	
B-1	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6215 WOODEN PEG
B-2	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6230 CENTER RIDGE
M-1	METAL GUARD RAILING DUNN EDWARDS DE6378 JET
M-2	GARAGE DOORS DUNN EDWARDS DE6230 CENTER RIDGE
P-1	STUCCO FINISH DUNN EDWARDS DE6214 PIGEON GRAY
P-2	STUCCO FINISH DUNN EDWARDS DE6230 CENTER RIDGE
P-3	FASCIA TRIM DUNN EDWARDS DE6274 FROSTBITE
R-1	GAF ROOFING SHINGLES TIMBERLAND HD WEATHERED WOOD
S-1	CORONADO STONE VENEER 20% APPALACHIAN FIELDSTONE – DAKOTA BROWN 80% EASTERN MOUNTAIN LEDGE – DAKOTA BROWN

CLUBHOUSE STUCCO PERCENTAGE = 24%

AURA FLAGSTAFF APARTMENTS

151 W HIGH COUNTRY TRAIL
FLAGSTAFF, ARIZONA 86001

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REGISTERED ARCHITECT
CERTIFICATE NO.
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Arizona U.S.A.
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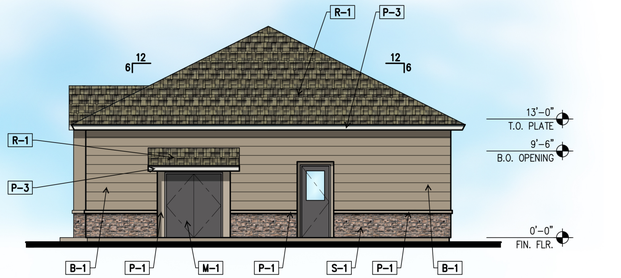
REVISIONS

DATE: FEBRUARY 18, 2019 ORB # 17-227

A4.50

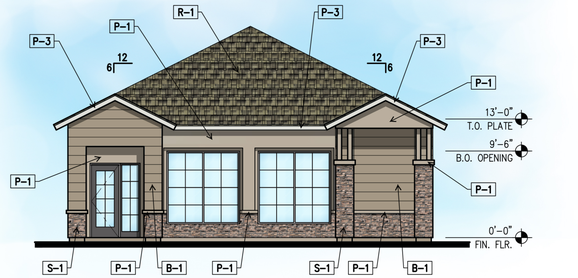
CLUBHOUSE ELEVATIONS



REAR ELEVATION

FITNESS

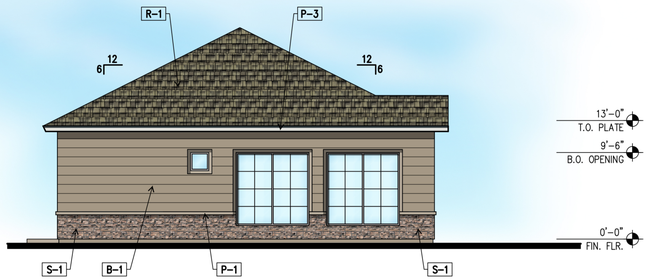
SCALE: 1/8" = 1'-0"



FRONT ELEVATION

FITNESS

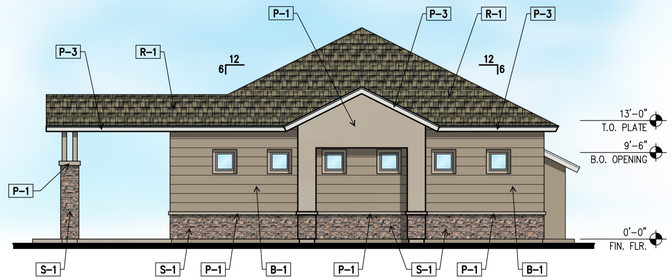
SCALE: 1/8" = 1'-0"



SIDE ELEVATION

FITNESS

SCALE: 1/8" = 1'-0"



SIDE ELEVATION

FITNESS

SCALE: 1/8" = 1'-0"

MATERIAL/COLOR KEY NOTES	
B-1	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6215 WOODEN PEG
B-2	HARDIE PLANK PANEL FINISH DUNN EDWARDS DE6230 CENTER RIDGE
M-1	METAL GUARD RAILING DUNN EDWARDS DE6378 JET
M-2	GARAGE DOORS DUNN EDWARDS DE6230 CENTER RIDGE
P-1	STUCCO FINISH DUNN EDWARDS DE6214 PIGEON GRAY
P-2	STUCCO FINISH DUNN EDWARDS DE6230 CENTER RIDGE
P-3	FASCIA TRIM DUNN EDWARDS DE6274 FROSTBITE
R-1	GAF ROOFING SHINGLES TIMBERLAND HD WEATHERED WOOD
S-1	CORONADO STONE VENEER 20% APPALACHIAN FIELDSTONE – DAKOTA BROWN 80% EASTERN MOUNTAIN LEDGE – DAKOTA BROWN

AURA FLAGSTAFF APARTMENTS

151 W HIGH COUNTRY TRAIL
FLAGSTAFF, ARIZONA 86001

Office of Rich Barber Architecture, LLC
ORB
WorldHQ@ORBArch.com

REGISTERED ARCHITECT
CERTIFICATE NO.
15213
Rich Barber
Date Signed
2 18 19
Expires 3/31/2020

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REVISIONS

DATE: FEBRUARY 18, 2019 ORB # 17-227

A4.60

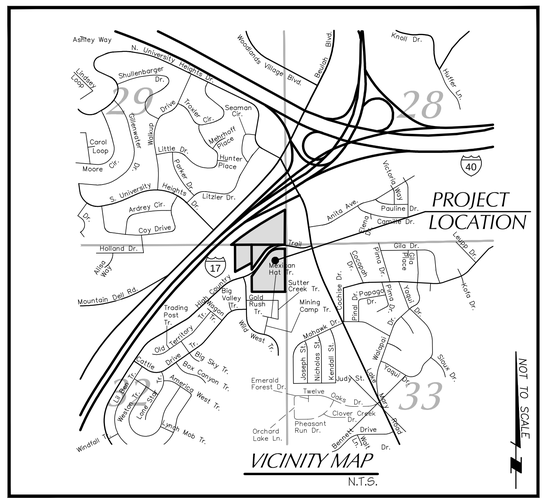
FITNESS BUILDING
ELEVATIONS

FILE: T:\Orb\ORB Job Files\17-227_TRG_Flagstaff Apartments\CAD Files\Preliminary\17227 A460 Fitness Elevs.dwg USER:gcn DATE:Jan, 21 2019 TIME: 05:07 pm

SITE PLAN
FOR
AURA FLAGSTAFF

LOCATED IN A PORTION THE SE1/4 OF SECTION 29, AND A PORTION THE NE1/4 OF SECTION 32, TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

SCALE: 1"=40'
0 20 40 80



PROJECT INFORMATION

PROJECT NAME:	AURA FLAGSTAFF
PROJECT LOCATION:	151 W. HIGH COUNTRY TRAIL
APN NUMBER:	112-09-001E. 112-05-001W, 007B & 011
TOTAL SQUARE FOOTAGE:	701,800 S.F.
TOTAL ACREAGE:	16.11111±
DEVELOPED AREA SOUTH OF HIGH COUNTRY TR.:	397,040 S.F.
REGIONAL PLAN DESIGNATION:	SUBURBAN EXISTING
CURRENT ZONING DISTRICT:	(RR) RURAL RESIDENTIAL (ER) ESTATE RESIDENTIAL
PROPOSED ZONING DISTRICT:	MR
CURRENT USE:	VACANT
PROPOSED USE:	APARTMENTS
OWNER:	AUZA FLAGSTAFF, LLC. 3378 S. 16TH AVE YUMA, AZ. 85365 (928) 261-6675 SHIRLEY AUZA
DEVELOPER:	TRINSIC RESIDENTIAL GROUP 4040 E. CAMELBACK SUITE 160 PHOENIX, AZ. 85018 (602) 799-9960 TODD GOSSELINK

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

OUTDOOR LIGHTING

PROJECT IS LOCATED IN LIGHTING ZONE 2. MAXIMUM LUMEN OUTPUT SHALL BE IN ACCORDANCE WITH TABLE 10-50.70.050.A OF THE ZONING CODE.

FEMA FLOOD ZONE

THIS PROJECT IS LOCATED IN FEMA ZONE "X"

RAINWATER HARVESTING REQUIREMENTS

USE ALL NATIVE/DROUGHT TOLERANT PLANTS IN COMPLIANCE WITH COF LANDSCAPING STANDARDS AND UTILIZE PASSIVE RAINWATER HARVESTING.

LID REQUIREMENTS

RUNOFF CONTROL VOLUME=225,190 x 1/12 = 18,766 C.F.. TO BE PROVIDED IN EXTENDED DETENTION BASIN #1. VOLUME PROVIDED IN E.D.B. #1 = 18,814 C.F. (DEPTH = 2.36') (1)

PRIVATE DRIVE AISLES

ALL DRIVE AISLES AND PARKING AREAS AT AURA FLAGSTAFF ARE PRIVATE AND WILL NOT RECEIVE ANY SNOW REMOVAL OPERATIONS BY THE CITY OF FLAGSTAFF.

APS DESIGN LOADING STANDARDS

ALL DRAINAGE PIPES LOCATED WITHIN THE APS EASEMENT MUST BE CONSTRUCTED TO BE CAPABLE OF WITHSTANDING A CONCENTRATED LOAD FROM A CRANE OUTRIGGER WITH 625 PSI ON A 22"x22" PAD. CALCULATIONS MUST BE SUBMITTED TO APS SHOWING THE ANTICIPATED LOADING AND STRENGTH ANALYSIS.

EX. SIDEWALK ON THE SOUTH SIDE OF HIGH COUNTY TRAIL TO BE REMOVED AND REPLACED WITH F.U.T.S. TRAIL IN ACCORDANCE WITH C.O.F. ENGINEERING STANDARDS

EX. STREET LIGHT AT THE INTERSECTION OF HIGH COUNTRY TRAIL & WILD WEST TRAIL (APPROX. 200' WEST OF PROJECT BOUNDARY)

A.D.A. ROUTES

A.D.A ACCESSIBLE ROUTES FROM THE BUILDINGS TO THE PUBLIC WAY AND PROJECT AMENITIES ARE SHOWN AS FOLLOWS.

NOTE: NOT ALL POSSIBLE ROUTES ARE SHOWN.

IMPERVIOUS SURFACES

EX. SURFACES ON APN: 112-09-001E:	2,670	S.F.
NEW BUILDINGS:	81,416	S.F.
CONCRETE SIDEWALKS:	25,394	S.F.
CONCRETE DRIVEWAYS:	425	S.F.
CONCRETE FUTS:	5,320	S.F.
A.C. PAVEMENT:	111,355	S.F.
TRASH ENCLOSURES:	1,280	S.F.
TOTAL IMPERVIOUS SURFACES:	225,190	S.F.

SHEET NO. 1 OF 5

COF PROJECT # PZ-17-00218-01

Mogollon Inc ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

3/21/19
MES#17259

AURA FLAGSTAFF
SITE PLAN
GRADING & DRAINAGE PLAN

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

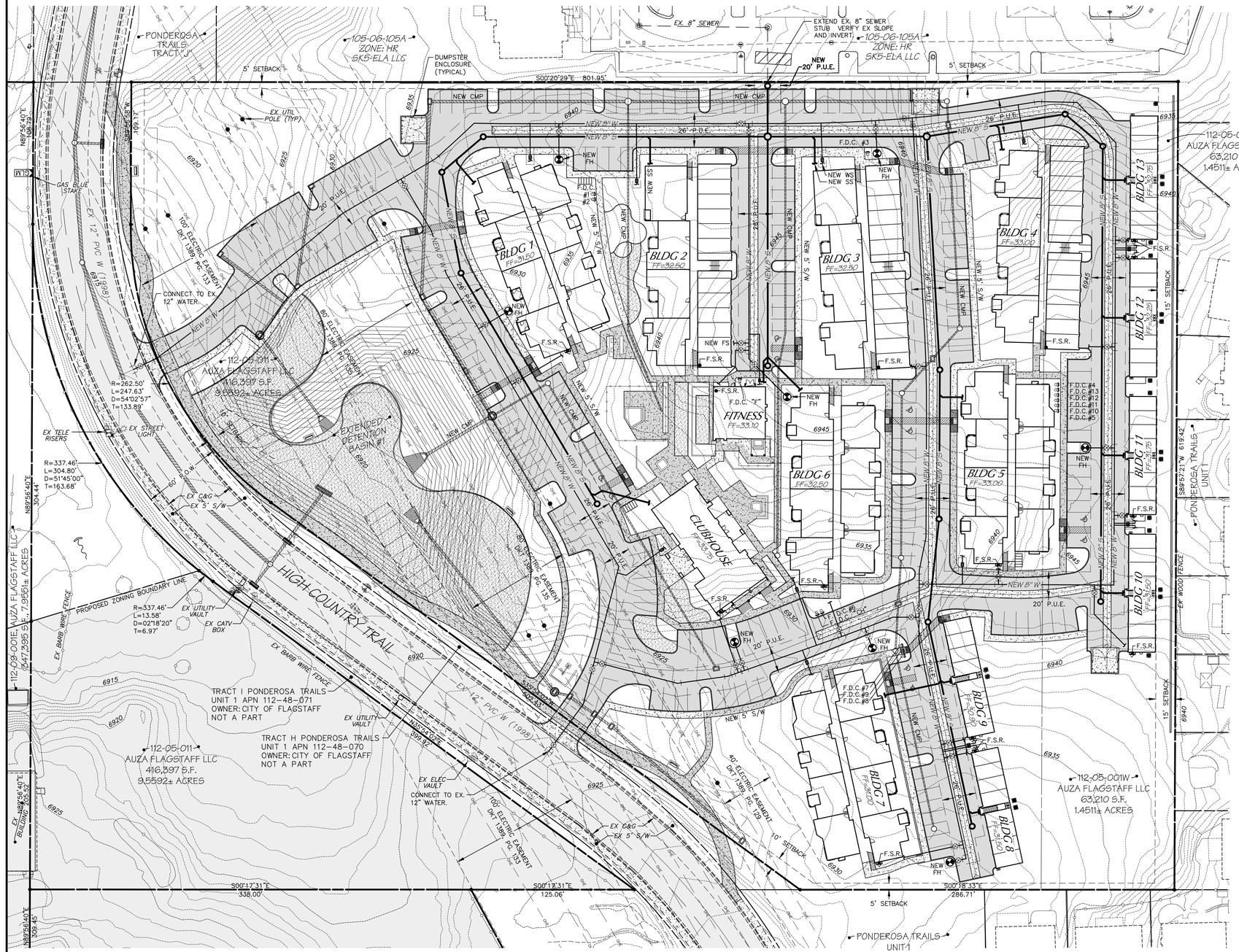
DATE: 3/21/19	REVISIONS: PER C.O.F. COMMENTS DATED 10/5/18
PROJECT NO. 17259	NO. 1-PER APS COMMENTS-1/10/19
DESIGNED BY: MKE	PER C.O.F. COMMENTS DATED 12/26/18
DRAWN BY: MKE	PER C.O.F. COMMENTS DATED 3/6/19
CHECKED BY: KVH	
FN: SHEET-01	
VERT SCALE: N/A	
HOR SCALE: 1"=40'	

SITE 5

SITE PLAN
FOR
AURA FLAGSTAFF

LOCATED IN A PORTION THE SE1/4 OF SECTION 29,
AND A PORTION THE NE1/4 OF SECTION 32,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

SCALE: 1"=40'
0 20 40 80



P.U.E.'s FOR WATER & SEWER

EASEMENTS ARE NOT FULLY LABELED FOR CLARITY:
(2) UTILITY LINES = 26' WIDE P.U.E.
(1) UTILITY LINE = 20' WIDE P.U.E.
FIRE HYDRANT LINES = 8' WIDE P.U.E. EXTENDED 4' BEYOND F.H.
WATER METER = 6' WIDE P.U.E. EXTENDED 4' BEYOND W.M.

FIRE PREVENTION

A NFPA 13R FIRE SPRINKLER SYSTEM IS REQUIRED FOR THIS PROJECT. ADDITIONALLY, A FIRE ALARM SYSTEM DESIGNED IN ACCORDANCE WITH NFPA 72 NATIONAL FIRE ALARM AND SIGNALING CODE IS REQUIRED.

FIRE SPRINKLER ROOMS

FIRE RISER ROOMS ARE IDENTIFIED AS "F.S.R"

FIRE DEPARTMENT CONNECTION

FIRE DEPARTMENT CONNECTIONS ARE IDENTIFIED AS "F.D.C. #". # INDICATES BUILDING NUMBER, "CH" INDICATES CLUBHOUSE, "F" INDICATES FITNESS BUILDING.

BACKFLOW PREVENTION

BACKFLOW PREVENTION SHALL BE IN ACCORDANCE WITH CITY CODE SECTION 7-03-001-0015

PUBLIC WATER & SEWER MAINS

ALL NEW 8" WATER & SEWER MAINS SHALL BE PUBLIC.

WATER & SEWER SERVICES

ALL NEW SEWER SERVICES SHALL BE 4" MINIMUM AND ALL NEW WATER SERVICES SHALL BE A 2" TO THE LARGER BUILDINGS AND 1" WATER SERVICES TO THE SMALLER BUILDINGS AND CLUBHOUSE. FIRE SPRINKLER LINE SIZE SHALL BE 4" MINIMUM.

ABBREVIATIONS

SS	SEWER SERVICE
WS	WATER SERVICE
FS	FIRE SERVICE
FH	FIRE HYDRANT
W	WATER
S	SEWER
F.D.C.	FIRE DEPT. CONNECTION
F.S.R.	FIRE SPRINKLER ROOM

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PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

3/21/19
MES#17259

AURA FLAGSTAFF
SITE PLAN
UNDERGROUND UTILITY PLAN

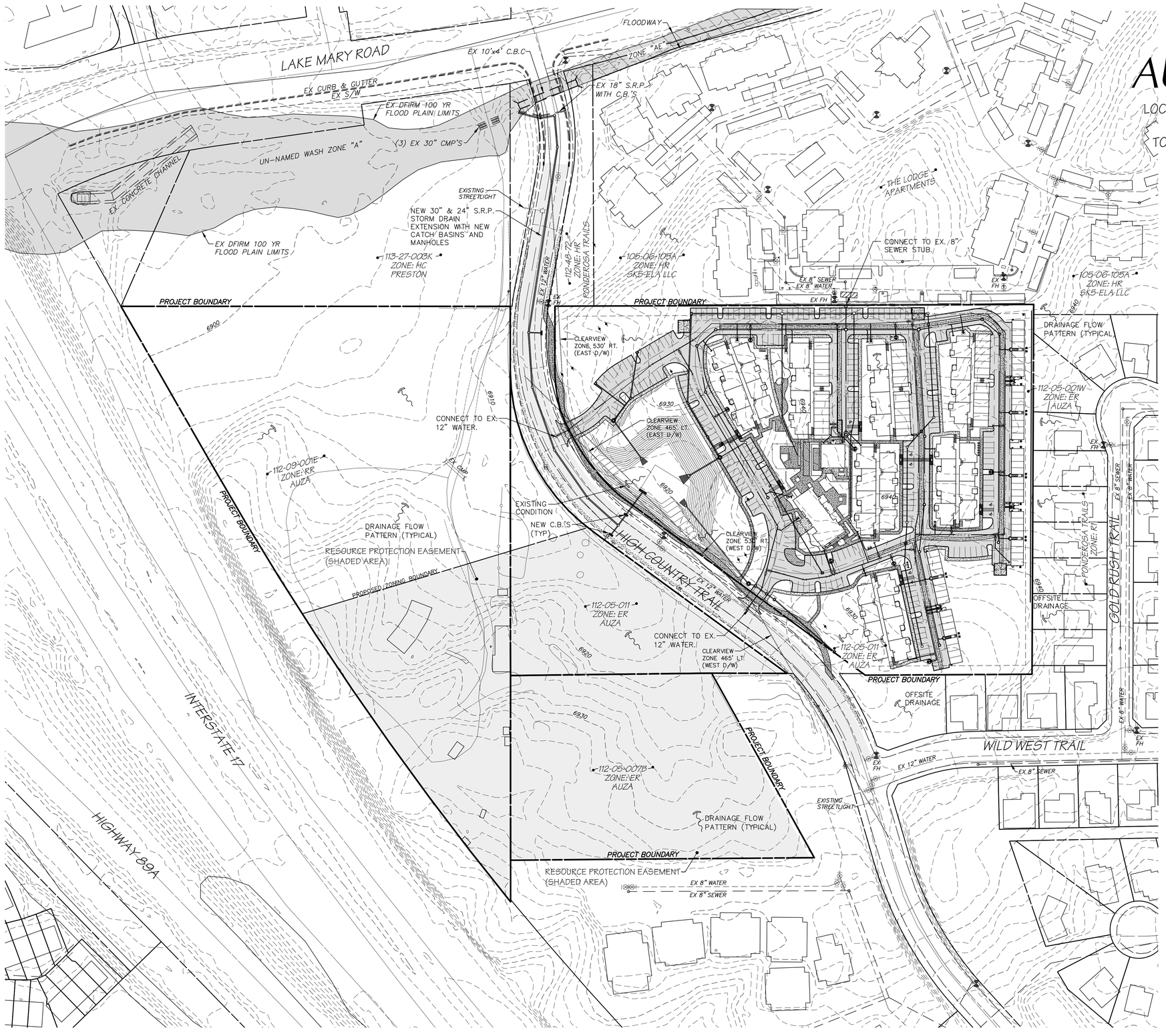
Mogollon Inc ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

DATE: 3/21/19	PROJECT NO. 17259	REVISIONS: PER C.O.F. COMMENTS DATED 10/5/18
DESIGNED BY: TMM	FN: SHEET-02	PER C.O.F. COMMENTS DATED 12/26/18
DRAWN BY: MKE	VERT SCALE: N/A	PER C.O.F. COMMENTS DATED 2/7/19
CHECKED BY: KVH	HOR SCALE: 1"=40'	PER C.O.F. COMMENTS DATED 3/6/19

COF PROJECT # PZ-17-00218-01

AREA MAP
FOR
AURA FLAGSTAFF

LOCATED IN A PORTION THE SE1/4 OF SECTION 29,
AND A PORTION THE NE1/4 OF SECTION 32,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



CLEAR VIEW ZONES

POSTED SPEED LIMIT = 35
DESIGN SPEED = 45 MPH
14.5' FROM MAJOR ROAD TRAVEL WAY

CASE B1 LEFT TURN FROM MINOR
I.S.D. TO RIGHT=1.47(45)(7.5+0.5)=529.2' (530')

CASE B2 RIGHT TURN FROM MINOR
I.S.D. TO LEFT=1.47(45)(7.0)=463.05 (465')

SCALE: 1"=80'
0 40 80 160

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OR RECORDING

SHEET NO. 3 OF 5

COF PROJECT # PZ-17-00218-01

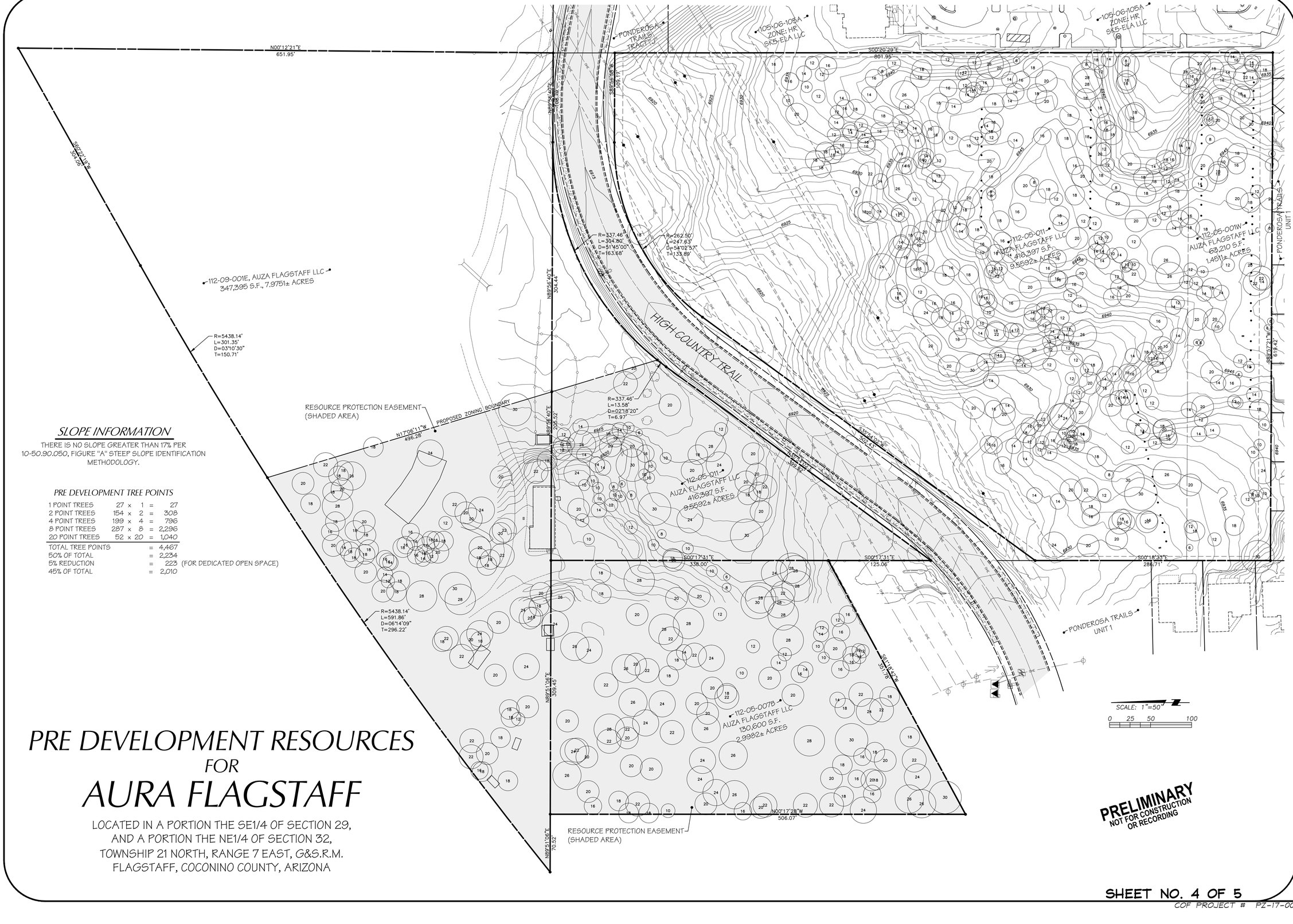
Mogollon Inc ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

3/21/19
MES#17259

AURA FLAGSTAFF
SITE PLAN
AREA MAP

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 3/21/19	PROJECT NO. 17259	REVISIONS: PER C.O.F. COMMENTS DATED 10/5/18
DESIGNED BY: MWE	FN: AREA-MAP-2018	PER C.O.F. COMMENTS DATED 12/26/18
DRAWN BY: MWE	VERT SCALE: N/A	PER C.O.F. COMMENTS DATED 2/7/19
CHECKED BY: KVH	HOR SCALE: 1"=80'	PER C.O.F. COMMENTS DATED 3/4/19



SLOPE INFORMATION

THERE IS NO SLOPE GREATER THAN 17% PER 10-50.90.050, FIGURE "A" STEEP SLOPE IDENTIFICATION METHODOLOGY.

PRE DEVELOPMENT TREE POINTS

1 POINT TREES	27	x 1	=	27
2 POINT TREES	154	x 2	=	308
4 POINT TREES	199	x 4	=	796
8 POINT TREES	287	x 8	=	2,296
20 POINT TREES	52	x 20	=	1,040
TOTAL TREE POINTS			=	4,467
50% OF TOTAL			=	2,234
5% REDUCTION			=	223 (FOR DEDICATED OPEN SPACE)
45% OF TOTAL			=	2,010

PRE DEVELOPMENT RESOURCES
FOR
AURA FLAGSTAFF

LOCATED IN A PORTION THE SE1/4 OF SECTION 29,
AND A PORTION THE NE1/4 OF SECTION 32,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

PRELIMINARY
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SHEET NO. 4 OF 5

COF PROJECT # PZ-17-00218-01

AURA FLAGSTAFF
SITE PLAN
PRE DEVELOPMENT RESOURCE PLAN

3/21/19

MES#17259

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ENGINEERING & SURVEYING
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Flagstaff, Arizona 86001
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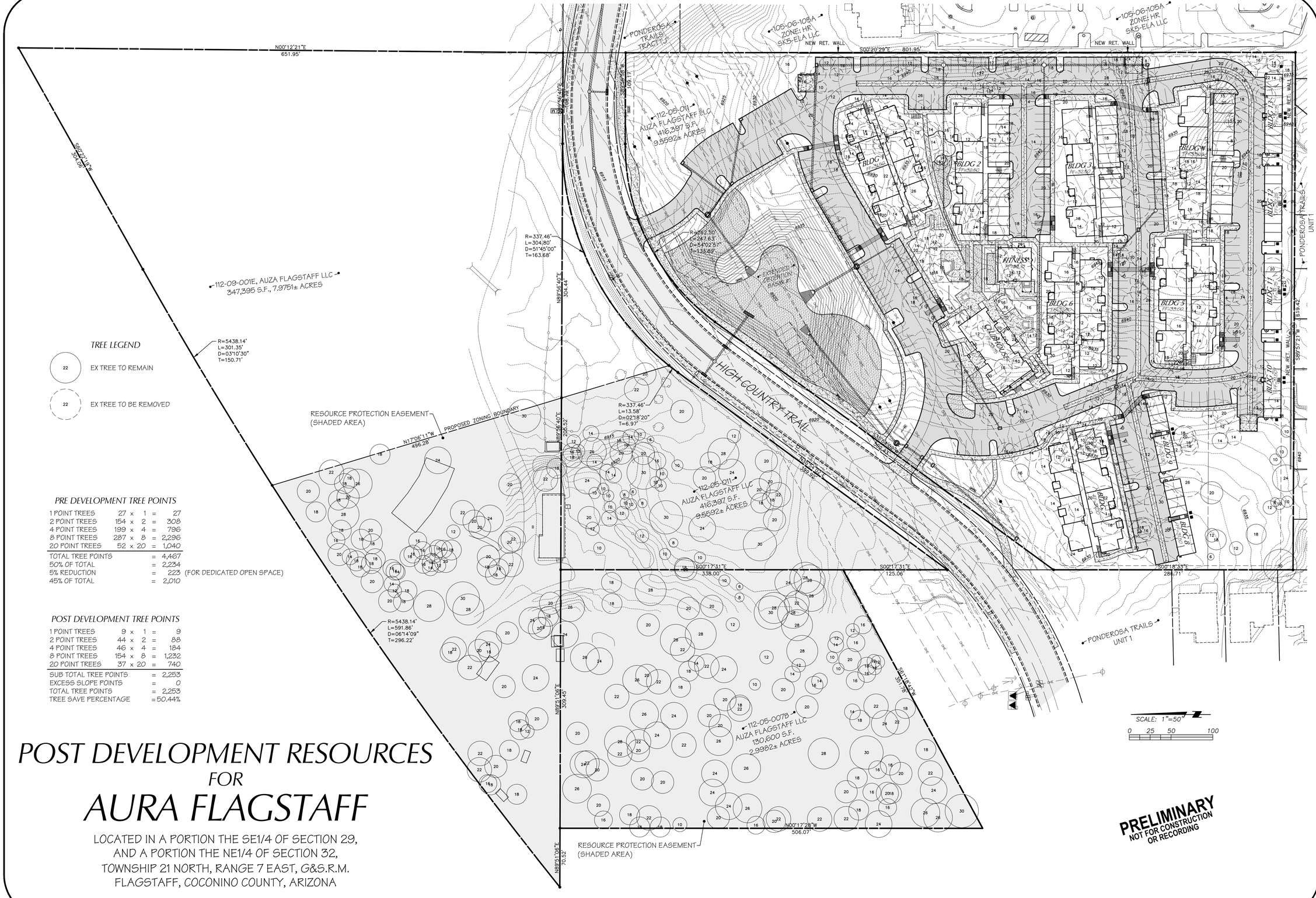
PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 3/21/19	REVISIONS: PER C.O.F. COMMENTS DATED 10/5/18
PROJECT NO. 17259	PER C.O.F. COMMENTS DATED 12/26/18
DESIGNED BY: TME	PER C.O.F. COMMENTS DATED 2/7/19
DRAWN BY: TME	PER C.O.F. COMMENTS DATED 3/6/19
CHECKED BY: KVH	
FN: SHEET-04	
VERT SCALE: N/A	
HOR SCALE: 1"=50'	



TREE LEGEND

22 EX TREE TO REMAIN

22 EX TREE TO BE REMOVED

PRE DEVELOPMENT TREE POINTS

1 POINT TREES	27	x 1	=	27
2 POINT TREES	154	x 2	=	308
4 POINT TREES	199	x 4	=	796
8 POINT TREES	287	x 8	=	2,296
20 POINT TREES	52	x 20	=	1,040
TOTAL TREE POINTS			=	4,467
50% OF TOTAL			=	2,234
5% REDUCTION			=	223 (FOR DEDICATED OPEN SPACE)
45% OF TOTAL			=	2,010

POST DEVELOPMENT TREE POINTS

1 POINT TREES	9	x 1	=	9
2 POINT TREES	44	x 2	=	88
4 POINT TREES	46	x 4	=	184
8 POINT TREES	154	x 8	=	1,232
20 POINT TREES	37	x 20	=	740
SUB TOTAL TREE POINTS			=	2,253
EXCESS SLOPE POINTS			=	0
TOTAL TREE POINTS			=	2,253
TREE SAVE PERCENTAGE			=	50.44%

POST DEVELOPMENT RESOURCES FOR AURA FLAGSTAFF

LOCATED IN A PORTION THE SE1/4 OF SECTION 29,
AND A PORTION THE NE1/4 OF SECTION 32,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

Megollon Inc ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

AURA FLAGSTAFF
SITE PLAN
POST DEVELOPMENT RESOURCE PLAN

3/21/19 MES#17259

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE	REVISIONS
3/21/19	
10/5/18	PER C.O.F. COMMENTS DATED 10/5/18
12/26/18	PER C.O.F. COMMENTS DATED 12/26/18
2/7/19	PER C.O.F. COMMENTS DATED 2/7/19
3/4/19	PER C.O.F. COMMENTS DATED 3/4/19

PROJECT NO. 17259
FN: SHEET-05
VERT SCALE: N/A
HOR SCALE: 1"=50'
DESIGNED BY: MNE
DRAWN BY: MNE
CHECKED BY: KVH

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SHEET NO. 5 OF 5

COF PROJECT # PZ-17-00218-01

Aura Flagstaff

Direct to Ordinance

Zoning Map Amendment

Alaxandra Pucciarelli

Planning Development Manager

TEAM FLAGSTAFF

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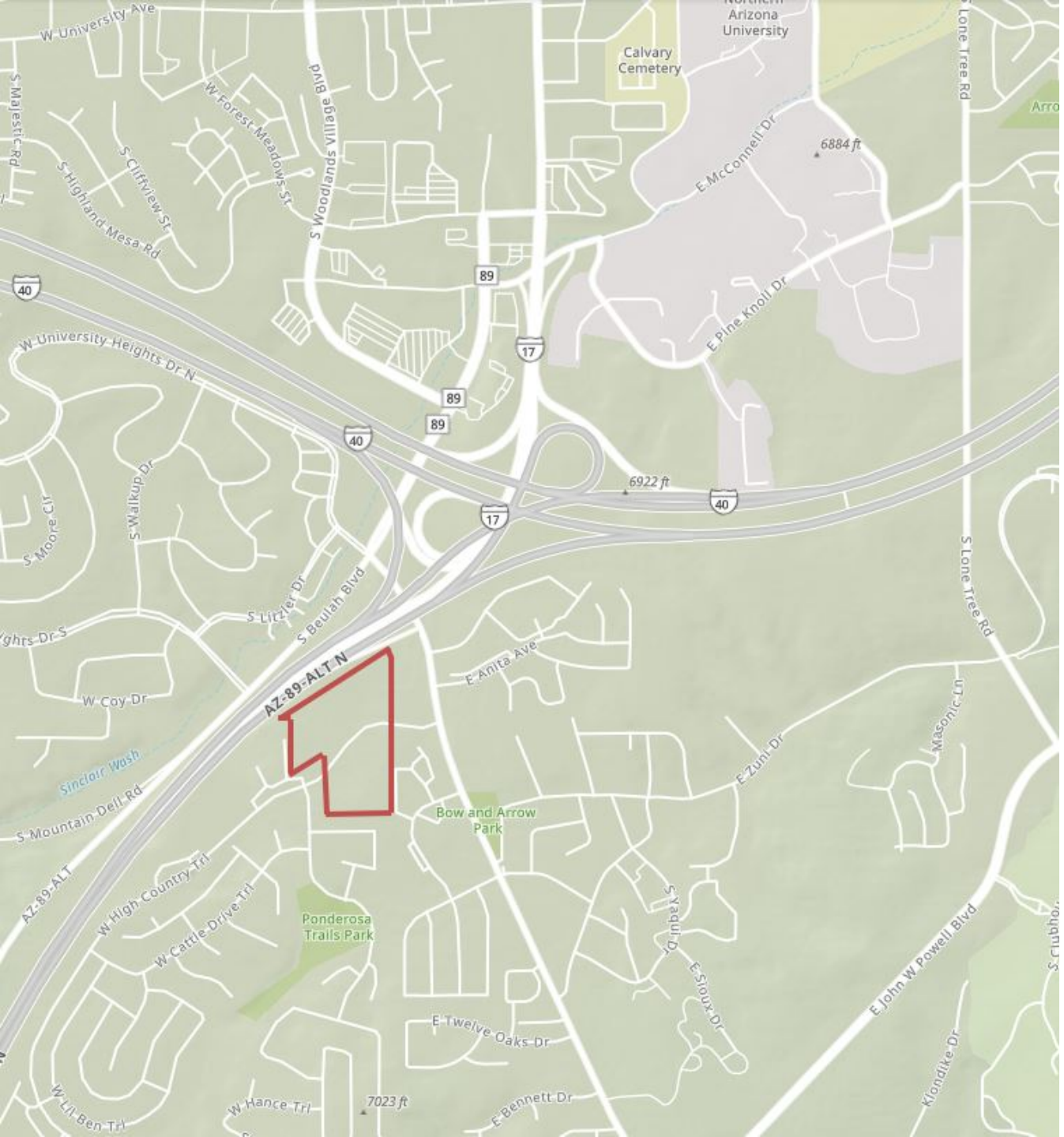

TEAM FLAGSTAFF
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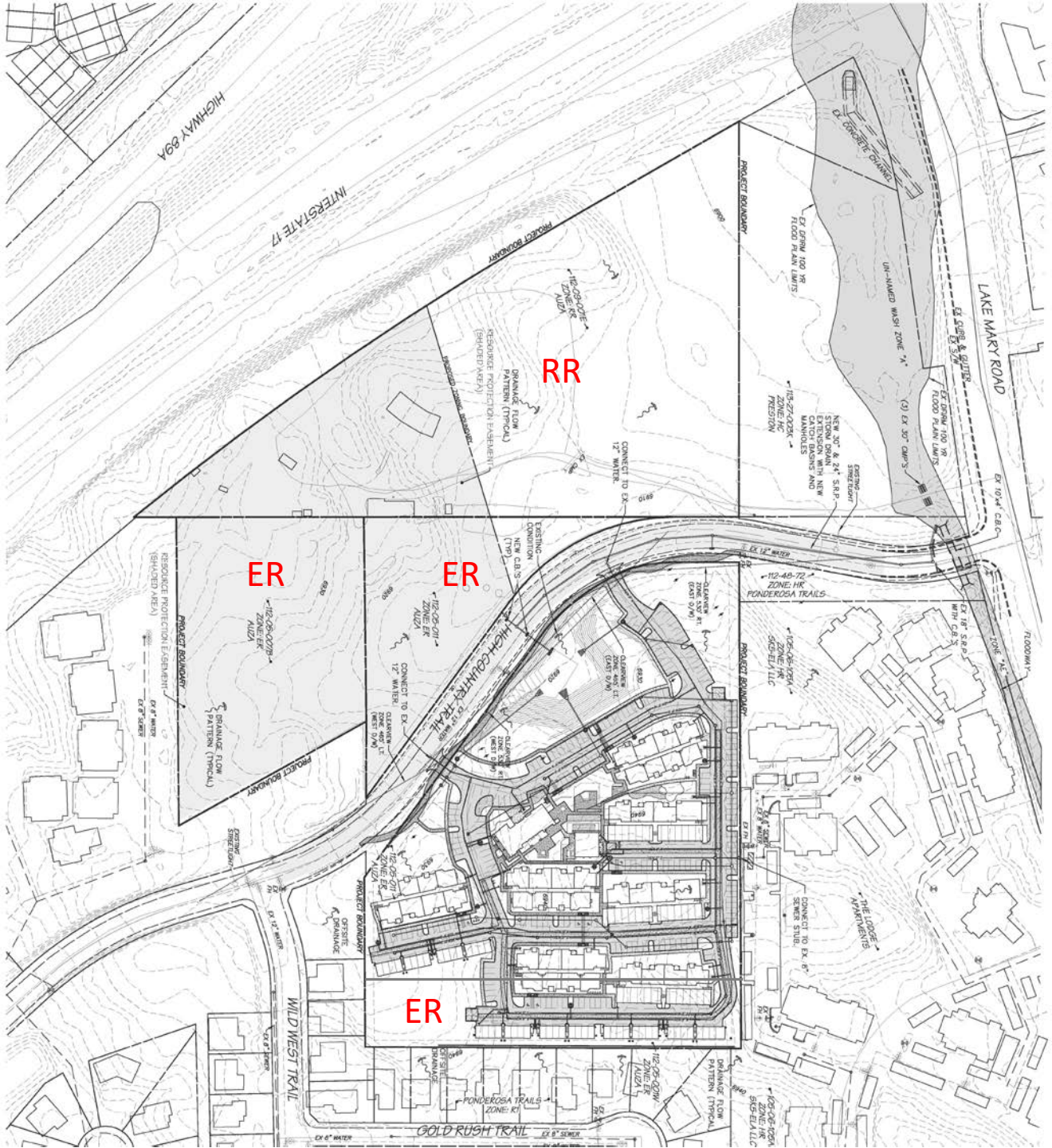
Vicinity Map



Existing

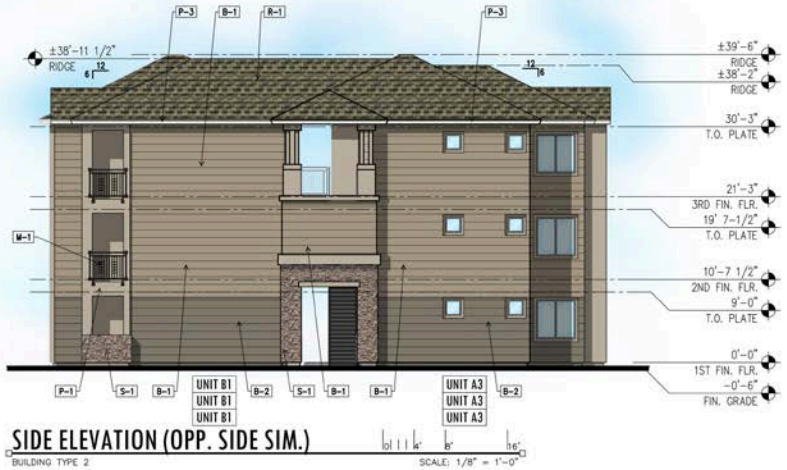
- 4 Parcels
- 16.11 Acres
- ER and RR zones
- (1) existing unit (circa 1986)
- Electrical Utility Easement

Proposed

- MR zone
- (7) 3-story apartment bldgs
- (6) 2-story carriage bldgs
- (1) Leasing & (1) Fitness



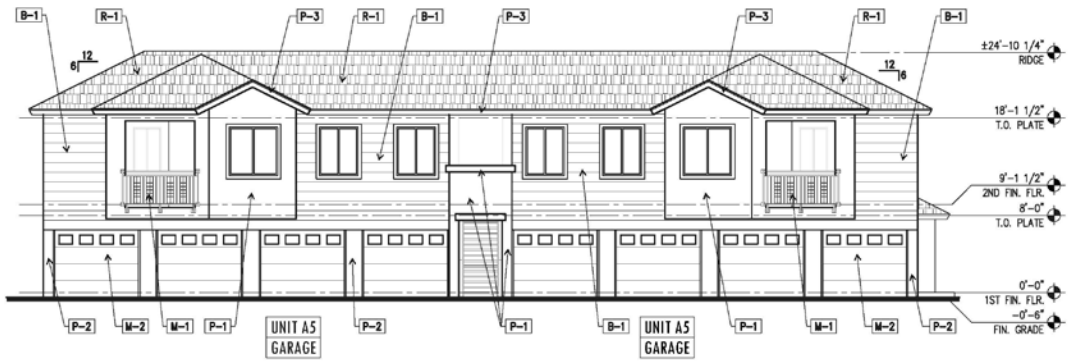




(7) 3-Story Buildings

- 22-24 units per building
- (3) bldgs. have 12 garages per building

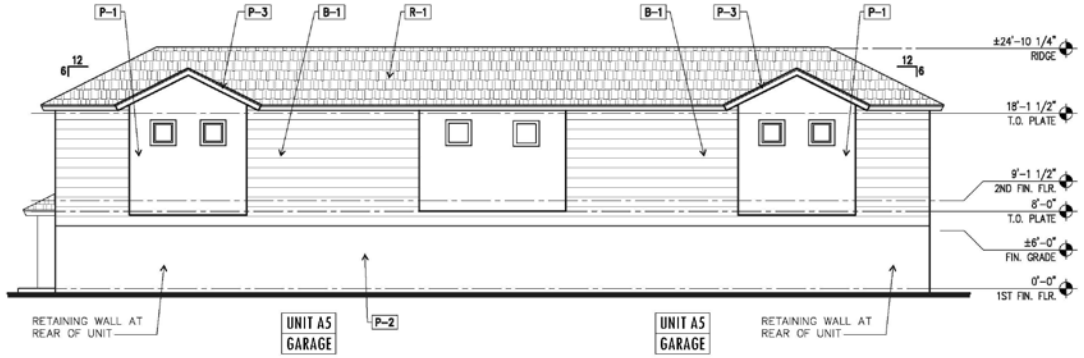




FRONT ELEVATION

BUILDING TYPE 4

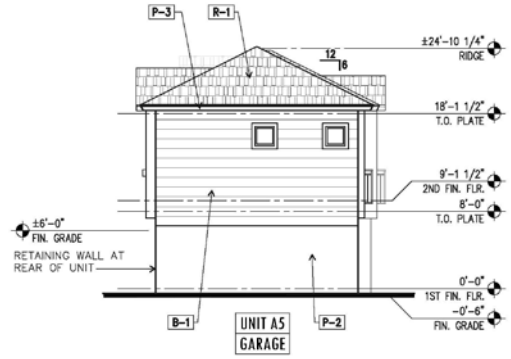
SCALE: 1/8" = 1'-0"



REAR ELEVATION

BUILDING TYPE 4

SCALE: 1/8" = 1'-0"



SIDE ELEVATION (OPP. SIDE SIM.)

BUILDING TYPE 4

SCALE: 1/8" = 1'-0"

(6) 2-Story Buildings

- 2 units per building
- 8 garages per building

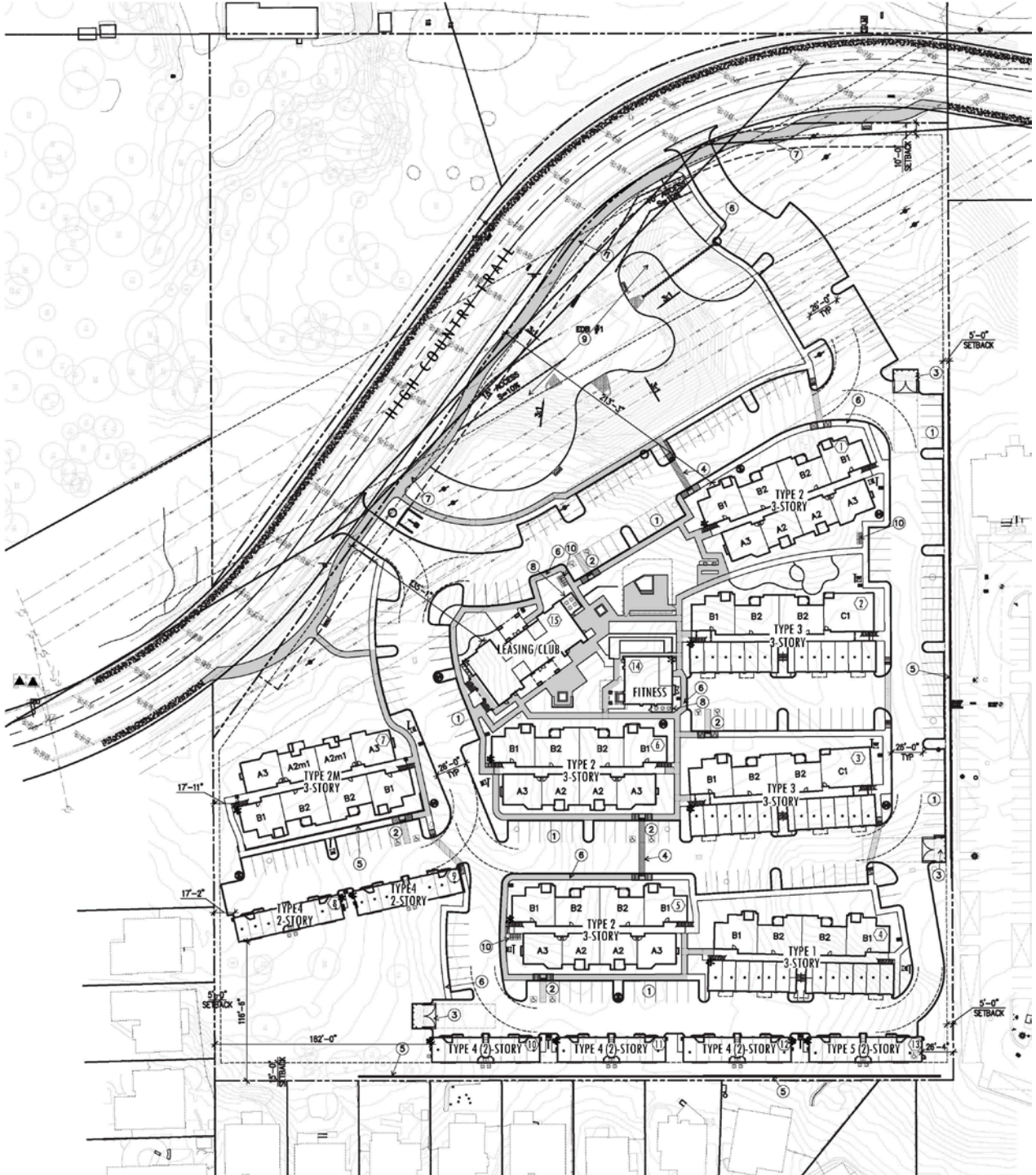


Findings

Finding #1: Conformance with the General Plan

- Existing Suburban Area
- Concentration of Density
  - Impact of 19 units per acre
  - Mass Grading of site
  - Loss of existing trees on site

Finding #1: Finding is not met



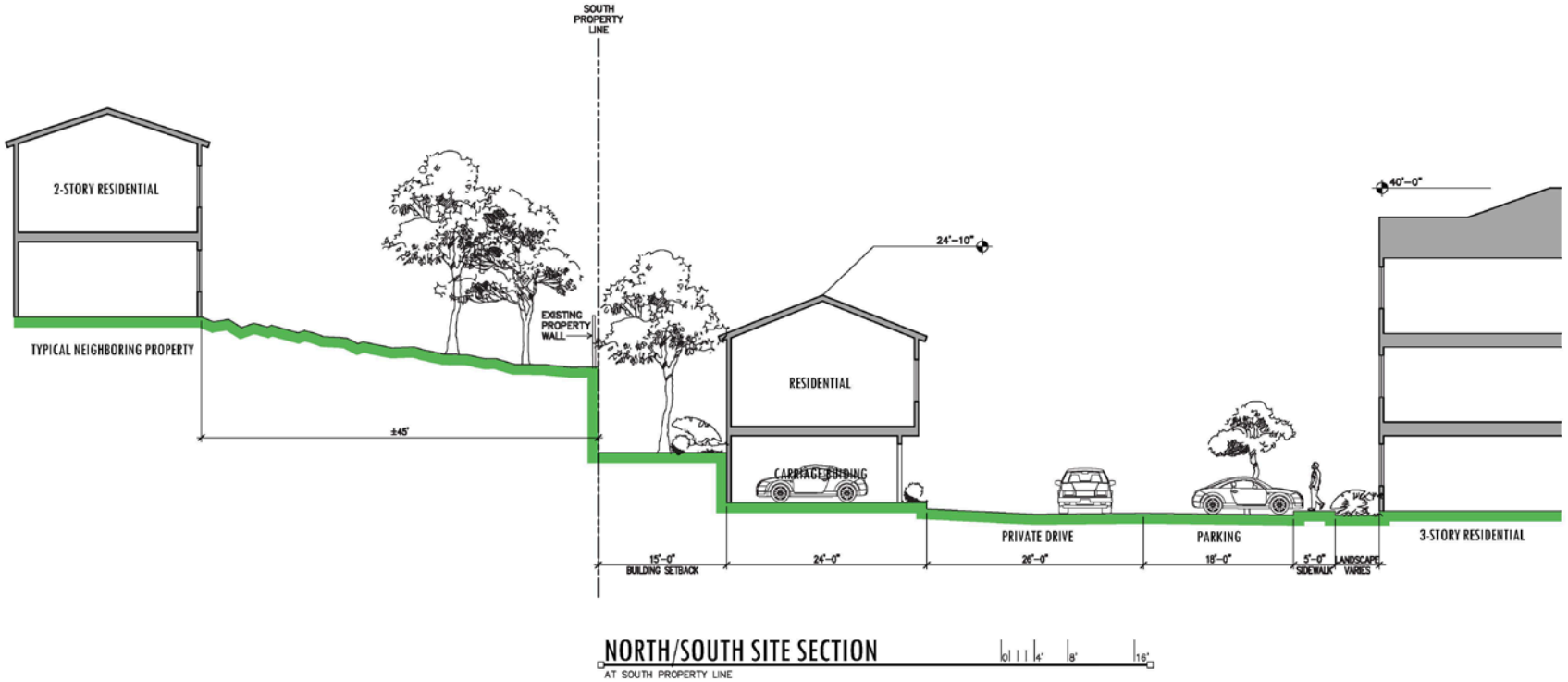
Proposed Density

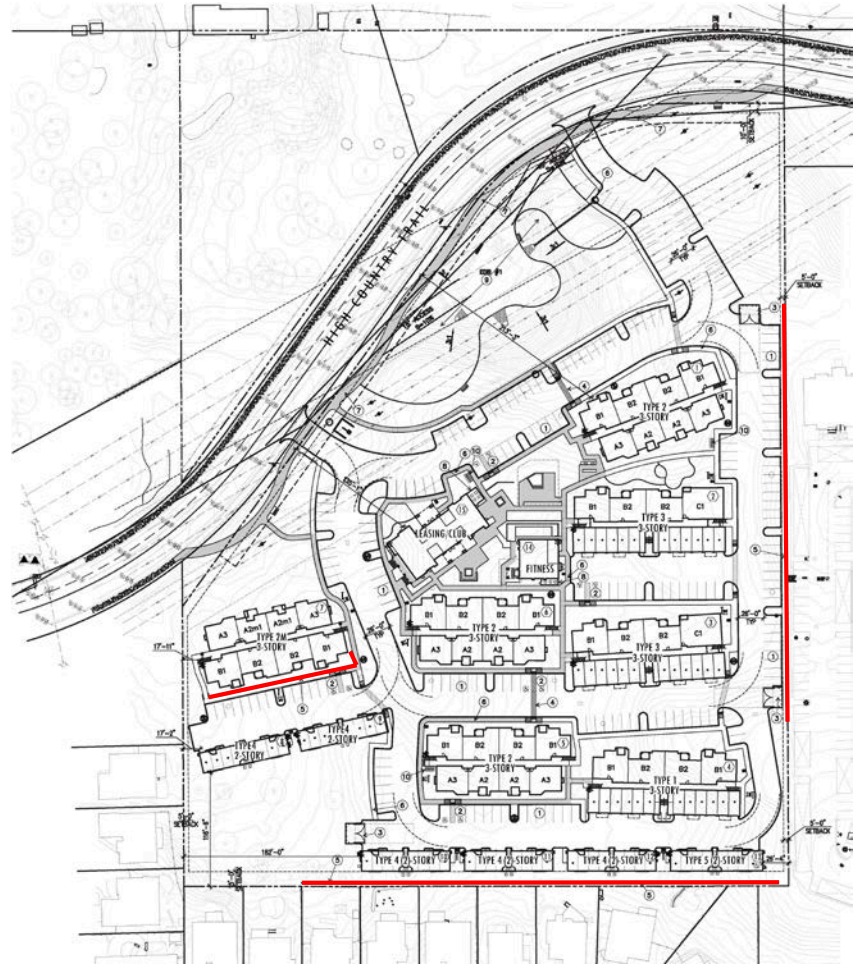
- MR zone allows 6-9 units per acre in RPO
- With 20% density bonus, results in 174 proposed units
- Perceived experience of 19 units per acre

Mass Grading

Site Retaining Walls

- 11.3 feet high max. at south wall
- 8.5 feet high max. at east wall

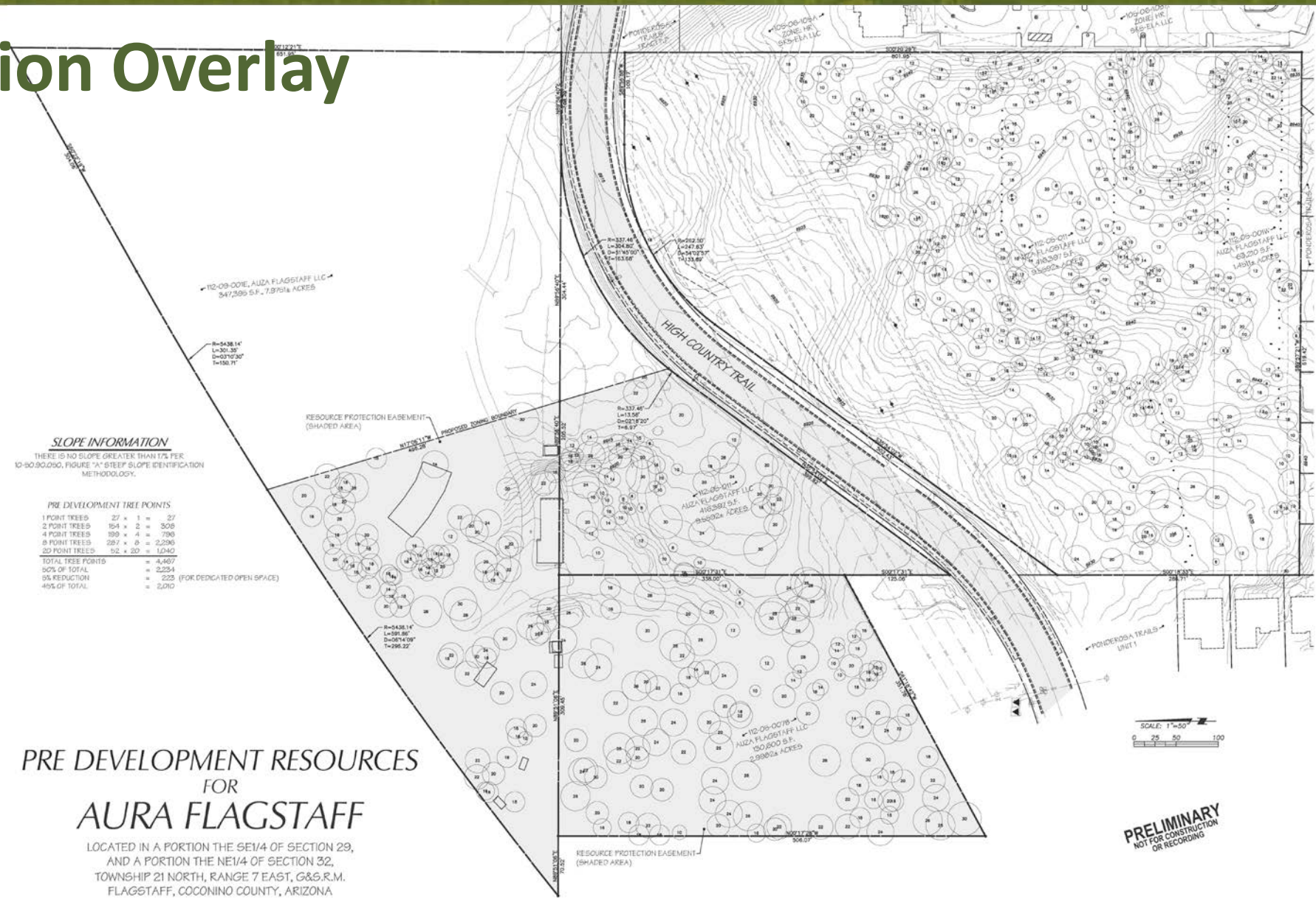




Resource Protection

Resource Protection Overlay

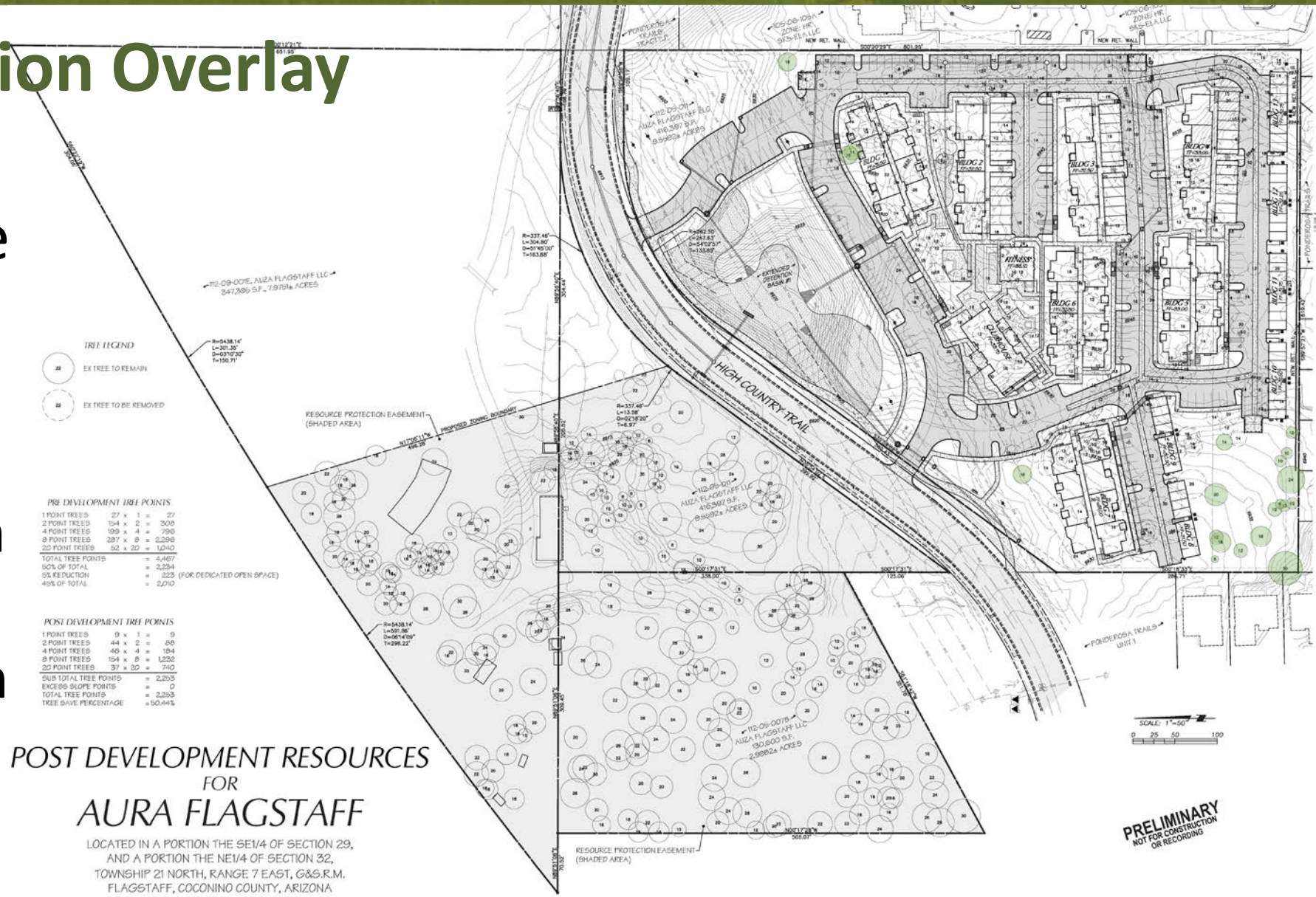
- Residential Development requires 50% of tree canopy to be saved



Resource Protection

Resource Protection Overlay

- Proposed design saves 50% of tree canopy
  - 96% of saved tree resources on north portion
  - 20 trees saved on south portion (4% of required)



Findings

Finding #2: Community Benefits and Public Good

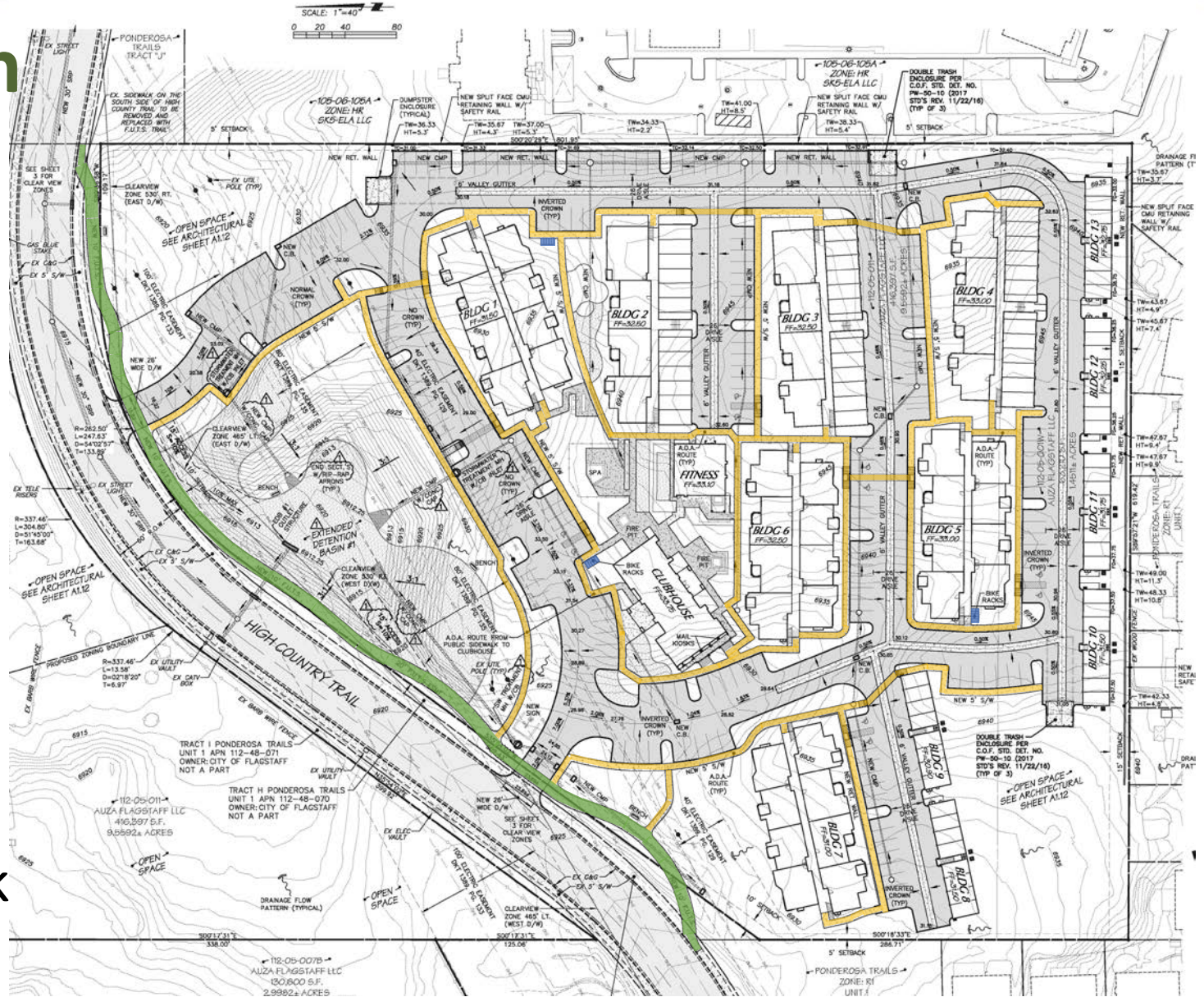
- FUTS along frontage
- Required Civic and Open Space
- 18 Affordable Units
- Crime Free Multi-Housing Program
- Resource Protection easement on northern parcels

Finding #2: Finding is not met

Pedestrian & Bicycle Facilities

Alternate Transportation

- Sidewalks
  - No connection to carriage type buildings
- Bike Racks
  - 3 locations on site
  - Not at each building
- FUTS
  - Along frontage
  - Ties into existing sidewalk



Common Open Space & Civic Space

Common Open Space

- Requires 15% (105,269 sq ft)
- Accessible to the tenants
- Provides 17% (119,965 sq ft)
  - 50% (59,973 sq ft) located in electrical utility easement
  - 29% (34,524 sq ft) located around leasing office/clubhouse
  - 21% (25,468 sq ft) located in southwest corner of site



Common Open Space & Civic Space

Civic Space

- Requires 5% (35,090 sq ft)
- Must be accessible to the public
- Provides 5% (35,090 sq ft)
  - Located in electrical utility easement
  - Located in detention basin
  - 3:1 slope



Findings

Finding #3: Site is Physically Suitable

- Meets applicable codes and requirements
- Mitigates any impacts determined by impact analyses

Finding #3: Finding is met

Public Systems Impact Analysis

Traffic/Right-of-Way Impact

- Traffic Impact Analysis (TIA) completed
  - No off-site improvements required
  - Results in Level of Service of A and B
  - Driveway was relocated to meet standards for sight distance

Water and Wastewater Impact

- Water and Sewer Impact Analysis (WISA) completed
  - No off-site improvements required
  - Water service will tie into existing 12” main in street
  - Sewer service will connect to existing 8” stub to the east

Public Systems Impact Analysis

Stormwater Analysis

- Drainage Impact Analysis (DIA)
  - Existing street section, catch basins, and storm drains do not have capacity
  - Off-site storm drain extension within street is proposed



Recommendation

Planning & Zoning Commission cannot make the required findings.

If Council disagrees, approve with suggested conditions:

1) The subject property must be developed in accordance with the approved site plan and the conditions of approval dated February 20, 2019 and revised March 15, 2019. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.

2) The parcels must be combined to match the zoning lines.

3) The State archeological database must be updated to reflect the removal of archeological resources on the subject property.

4) A detailed construction/grading plan must be provided for the retaining walls located on the southern boundary of the property adjacent to the Single Family Dwellings.

Recommendation

Conditions continued:

5) All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.

6) All terms, conditions, and restrictions detailed within the “Aura Development Agreement” must be fully satisfied.

7) In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classifications of Rural Residential (RR) and Estate Residential (ER) in accordance with A.R.S. § 9-462.01.

13. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Brandi Suda, Finance Director
Date:	06/12/2019
Meeting Date:	06/18/2019

TITLE:

Public Hearing: "Truth in Taxation", FY 2019-2020 Budget and Property Tax Levy (combined).

STAFF RECOMMENDED ACTION:

1) Open the public hearing
2) Receive citizen input
3) Close the public hearing
4) Convene Special Meeting

Executive Summary:

This combined public hearing is being held to comply with law. Arizona "Truth in Taxation" laws require a public hearing on a proposed primary property tax increase, A.R.S. Section 42-17107. Arizona budget laws require a public hearing on the proposed final budget and property tax levy, A.R.S. Section 42-17104.

Financial Impact:

Upon adopting the final FY 2019-2020 Budget, the City may commit and spend funds for community needs as described in the budget. The budget is funded through numerous revenue sources, including property tax.

The FY 2018-2019 primary property tax levy was $6,707,510. The City is proposing a 2.0% increase or $133,675 on existing property. The total levy related to new construction is $49,682 for a total levy of $6,892,243 in FY 2019-2020. The primary property tax rate to support this levy is $0.7933 per $100 of assessed valuation.

The FY 2018-2019 secondary property tax rate was to generate revenues of $6,733,265. The City is proposing to keep the same tax rate (also referred to as a "flat tax rate") for secondary property taxes for FY 2019-2020 for a total levy of $7,268,436 on existing properties and new construction. The proposed secondary property tax rate is $0.8366 per $100 of assessed valuation (same as last FY).

Policy Impact:

The FY 2019-2020 Budget is the financial plan of the City for the upcoming fiscal year.

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

Economic Development
Affordable Housing
Social Justice
Transportation and Other Public Infrastructure
Building and Zoning/Regional Plan
Climate Change
Water Conservation
Environmental and Natural Resources
Personnel
Community Outreach
Town & Gown
Code Compliance

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
- Tentative Budget Adoption on June 4, 2019

Options and Alternatives:

1. Conduct the public hearing
2. Delay the public hearing

Background/History:

"Truth in Taxation" procedures:
The Arizona "Truth in Taxation" laws require that the county assessor, on or before February 10, transmit to each city and town an estimate of the total net assessed valuation of the city, including new property added to the tax roll. If the proposed primary tax levy amount, excluding amounts attributable to new construction, is greater than the levy amount in the previous year, the City must provide notice and a public hearing of the proposed increase, along with other taxation requirements. It is important to note that it is the levy amount and not the rate which triggers the Truth in Taxation procedures.

The City is following the "Truth in Taxation" procedures. The City has published a notice in the Arizona Daily Sun on June 1, 2019, and June 9, 2019. We have also issued a press release concerning the increase.

Budget adoption:
The budget was presented for tentative adoption on June 4, 2019. The tentative adoption established the maximum appropriation for the City for the FY 2019-2020 budget year. The budget legal schedules were published in the Arizona Daily Sun on June 7, 2019, and June 14, 2019.

Property tax levy:
Primary property taxes are accumulated in the General Fund and pay for general services which include but are not limited to public safety, parks and recreation, other public work services, and general administrative and management functions within the City.

Secondary property taxes support debt service payments on numerous city capital projects including the Aquaplex, fire stations, open space, street/utility projects, forest restoration, the core services facility and courthouse.

The current and proposed property tax rates are shown in the "Expanded Financial Consideration"

section below.

Key Considerations:

The adoption of the tentative budget set forth into motion a legally mandated time sequence of actions of 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 budget adoption, the final budget adoption, the property tax levy actions, and related publications must be started over. The final budget adoption must occur after a public hearing and Council must convene into a Special Meeting to adopt the final budget. The budget must be adopted by the third week of July. The County will adopt the property tax levy the first week of August. The key dates in the process have been presented as part of the action summary.

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 Primary property tax level approved by roll call vote
June 18, 2019 First reading property tax ordinance
July 2, 2019 Final reading and adoption of the property tax ordinance

Expanded Financial Considerations:

The City's proposed primary property tax levy in FY 2019-2020 equals the maximum allowable levy under state law. The maximum allowable primary property revenue under state law for FY 2019-2020 is $6,892243. The primary property tax rate will decrease from $0.8334 in FY 2018-2019 to $0.7933 in FY 2019-2020 due to a total valuation of all existing properties which are increasing 7.2% offset by the 2.0% increase in the levy amount Five years of historical data is shown below:

Property Tax Rates	FY 2015-2016	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020 Proposed
Primary	$ 0.8234	0.8121	0.8233	0.8334	0.7933
Secondary	0.8366	0.8366	0.8366	0.8366	0.8366
Total	$ 1.6600	1.6487	1.6599	1.6700	1.6299

The final budget adoption allows the City to commit and expend resources as determined to be needed through the FY2019-2020 budget process. There have been no changes in the final budget recommended for adoption from that presented as the tentative budget. The recommended City of Flagstaff appropriation for FY2019-2020 is $338,853,866

Community Benefits and Considerations:

The budget process has allowed for public participation which is vital for the City Council in determining the current year goals and objectives. The budget translates the community's goals and objectives as determined by the City Council into fiscal reality. Timely budget adoption allows the City to commit expenditures as related to the FY 2019-2020 Budget as needed for ongoing operational consistency to the citizenry. The FY 2019-2020 Budget is balanced.

Community Involvement:

Inform/Involve: This is the public hearing in the budget adoption process and it is open to public comment on the property tax levy and the final budget adoption. Budget legal schedules were published in the June 7, 2019, and June 14, 2019, Arizona Daily Sun to allow for additional community review. In addition, the legal and other budget schedules were made available at City Hall, at both Flagstaff Public Libraries, and on the official city website. The final opportunity for community involvement for budget adoption is at this public meeting. The notice for a proposed change to primary property tax was posted on the City website on April 1, 2019. The Truth in Taxation notice was published in the Arizona Daily Sun on June 1, 2019, and June 9, 2019. The final opportunity for public input to the tax levy will be at the July 2, 2019, Council Meeting.

Attachments: Presentation



City of Flagstaff FY 2020 Budget

June 18, 2019

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FY 2020 Budget Timeline

- **June 4th – Tentative Budget Adoption**
- **June 18th**
  - Public Hearing for Truth in Taxation, Budget and Tax Levy
  - Final Budget Adoption
  - Truth in Taxation Roll Call Vote
  - 1st Reading of Property Tax Ordinance
- **July 2nd**
  - 2nd Reading and Adoption of Property Tax Ordinance

FY 2020 Budget

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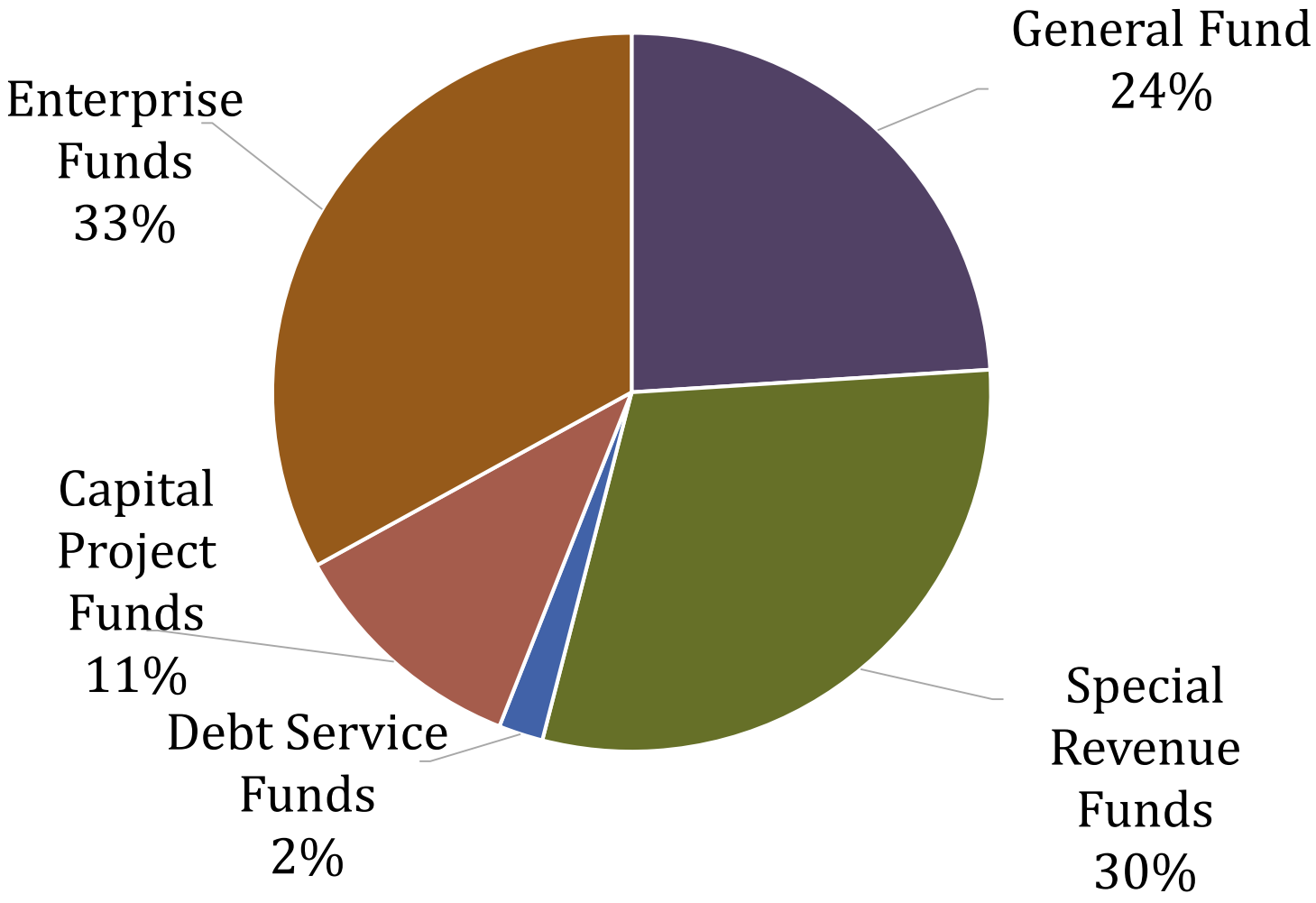
Total FY 2020 Budget: $338,853,866

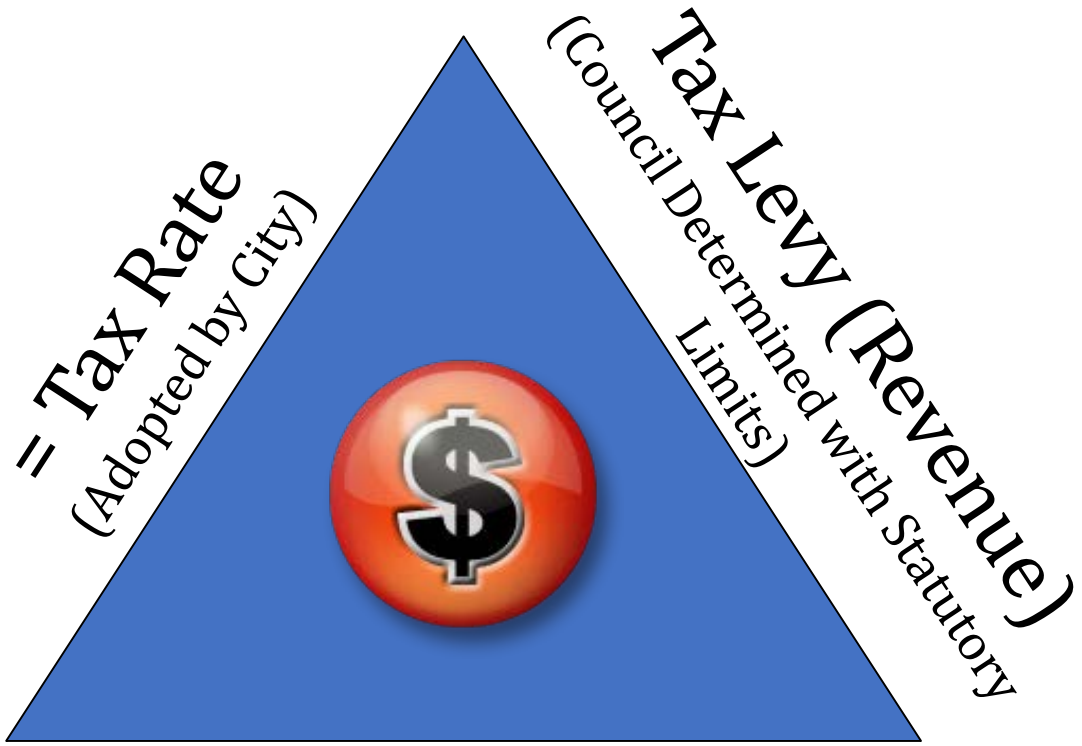
$58.9M (21%) increase over FY 2019



Property Taxes

Anatomy of Property Taxes

Tax Levy (Revenue) / Assessed Valuation (AV) = Tax Rate



Proposed Property Tax

Total Proposed Primary Tax Levy: $6,892,243

- Maximum allowable
- 2% increase plus new construction
- New construction revenue totals $49,682
- Assessed values increased 7.15% on average
- Unrestricted per state statutes

Total Proposed Secondary Tax Levy: $7,268,436

- Based on a flat rate of $0.8366 per $100/AV
- 7.95% levy increase
- Cannot exceed the estimated general obligation debt service payments for FY 2020

Property Tax Rates

Property Tax Rates	FY 2015-2016	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020 Proposed
Primary	$ 0.8234	0.8121	0.8233	0.8334	0.7933
Secondary	0.8366	0.8366	0.8366	0.8366	0.8366
Total	$ 1.6600	1.6487	1.6599	1.6700	1.6299

- Primary Property Tax Rate (FY 2020)
  - Proposed: .7933 per $100/AV
  - Flat Levy: .7778 per $100/AV
  - Maximum: .7933 per $100/AV

Property Assessed Values

	Budget 2019 Tax Year 2018	Budget 2020 Tax Year 2019	% Increase
Limited Net AV	$804,836,851	$868,806,647	7.9%
Full Cash Net AV	$927,150,868	$1,008,490,173	8.8%

- Determined by the County Assessor's Office
- New construction .8%
- Values based on valuation done in late 2017 for Tax Year 2019
- Limited assessed value is used to calculate both the primary and secondary property tax per State Statutes
- Limited assessed value is limited to maximum 5% increase per year for most real property

City Property Tax Impact

On Homeowners:

Impact on Home Owner-Primary:

	FY 2019 Value	Inc/Decr AV	FY 2020 Value	Incr/(Decr)	
	300,000	5.000%	315,000		
Primary Tax Estimate	250.02		249.89	(0.13)	-0.1%

Impact on Home Owner-Secondary:

	FY 2019 Value	Inc/Decr AV	FY 2020 Value	Incr/(Decr)	
	300,000	5.00%	315,000		
Secondary Tax Estimate	250.98		263.53	12.55	5.0%

- In FY 2019, City property taxes were 22% of the total homeowner property tax bill

City Property Tax Impact

Commercial Property:

Impact on Commercial-Primary:

	FY 2019 Value	Inc/Decr AV	FY 2020 Value	Incr/(Decr)	
	1,000,000	5.000%	1,050,000		
Primary Tax Estimate	1,500.12		1,499.34	(0.78)	-0.1%

Impact on Commercial-Secondary:

	FY 2019 Value	Inc/Decr AV	FY 2020 Value	Incr/(Decr)	
	1,000,000	5.00%	1,050,000		
Secondary Tax Estimate	1,505.88		1,581.17	75.29	5.0%



Questions

Brandi Suda, Finance Director

bsuda@flagstaffaz.gov

928-213-2217

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TEAM FLAGSTAFF

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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Brandi Suda, Finance Director
Co-Submitter:	Heidi Derryberry, Finance Manager
Date:	06/12/2019
Meeting Date:	06/18/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-25: A resolution of the Council of the City of Flagstaff, Arizona, adopting the Budget for the Fiscal Year 2019-2020

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-25 by title only
2) City Clerk reads Resolution No. 2019-25 by title only (if approved above)
3) Adopt Resolution No. 2019-25
4) Adjourn Special Meeting and reconvene Regular Meeting

Executive Summary:

Each municipality is required to adopt a budget as prescribed by A.R.S. Title 42, Chapter 17, Articles 1 through 5. As published in the tentative adoption of the budget, the final budget is to be adopted on June 18, 2019 (during a Special Meeting), and following a public hearing to receive citizen comments.

Financial Impact:

The final budget adoption allows the City to commit and spend funds for community needs as described in the FY 2019- 2020 Budget.

Policy Impact:

The FY 2019- 2020 budget is the financial plan of the City for the upcoming fiscal year.

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

Economic Development
Affordable Housing
Social Justice
Transportation and Other Public Infrastructure
Building and Zoning/Regional Plan
Climate Change
Water Conservation
Environmental and Natural Resources
Personnel
Community Outreach

Town & Gown
Code Compliance

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
- Tentative Budget Adoption on June 4, 2019

Options and Alternatives:

As the City adopted the tentative budget on June 4, 2019, the maximum appropriation for FY 2019-2020 has been set. The Council could choose to make adjustments within that maximum appropriation or make reductions in the maximum appropriation.

Background/History:

The budget was presented for tentative adoption on June 4, 2019. The tentative adoption established the maximum appropriation for the City for FY 2019-2020. The budget legal schedules were published in the Arizona Daily Sun on June 7, 2019 and June 14, 2019.

Key Considerations:

The adoption of the tentative budget set forth into motion a legally mandated time sequence of actions of which the Council must adhere to adopt a final budget. If this time sequence is not met as required by statute, the tentative budget adoption, final budget adoption and related publications must be started over. The final budget adoption must occur after a public hearing and Council must convene into a Special Meeting to adopt the final budget. The budget must be adopted by the third week of July.

June 4, 2019 Tentative adoption of budget by Council
June 18, 2019 Public hearing on "Truth in Taxation", FY 2019-2020 Budget and Property Tax Levy
June 18, 2019 Final budget adoption (done in a Special meeting)

Community Benefits and Considerations:

The budget process has allowed for public participation which is vital for the City Council in determining the current year goals and objectives. The budget assists in translating the community's goals and objectives as determined by City Council into fiscal reality. Timely budget adoption allows the City to commit expenditures as related to the FY 2019 - 2020 Budget as needed for ongoing operational consistency to the citizenry. The FY 2019 - 2020 Budget is balanced.

Community Involvement:

Inform/Involve: Earlier this evening there was a public hearing to receive any last public comments prior to final budget adoption. Budget legal schedules were published in the June 7, 2019 and June 14, 2019 Arizona Daily Sun to allow for community review. In addition, the legal and other budget schedules were made available at City Hall, at both Flagstaff Public Libraries, and on the official city website.

Attachments: Res. 2019-25
Legal Budget Schedules

RESOLUTION NO. 2019-25

A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING THE BUDGET FOR THE CITY OF FLAGSTAFF FOR FISCAL YEAR 2019-2020.

RECITALS:

WHEREAS, in accordance with the provisions of A.R.S. Title 42, Chapter 17, Articles 1 - 5, the City Council did, on June 4, 2019 make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Flagstaff; and

WHEREAS, in accordance with said sections of said Title, and following due public notice, the Council met on June 4, 2019, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on June 18, 2019, in the City Council Chambers at City Hall for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in A.R.S. 42-17051 (A);

ENACTMENTS:

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

That said estimates of revenues and expenditures shown on the accompanying schedules as now increased, reduced, or changed, are hereby adopted as the budget of the City of Flagstaff for Fiscal Year 2019-2020.

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

Official Budget Forms
City of Flagstaff
Fiscal Year 2020

City of Flagstaff

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Fiscal Year 2020

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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:	Brandi Suda, Finance Director
Co-Submitter:	Heidi Derryberry, Finance Manager
Date:	06/12/2019
Meeting Date:	06/18/2019

TITLE:

Approve a Primary Property Tax Levy: of $6,892,243 in FY 2019-2020 (a 2.0% increase in levy from FY 2018-2019 plus amounts attributable to new construction) by roll call vote.

AND

Consideration and Adoption of Ordinance No. 2019-15: An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars ($100.00) of valuation sufficient to raise the amount estimated to be required in the Annual Budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2020. **(Primary and secondary property tax levies for FY 2019-2020)**

STAFF RECOMMENDED ACTION:

1. ROLL CALL VOTE:
Approve the proposed increase in the primary property taxes by roll call vote as required by "Truth in Taxation" legislation.

2. ORDINANCE:
At the June 18, 2019 Council Meeting:
1) Read Ordinance No. 2019-15 by title only for the first time
2) City Clerk reads Ordinance No. 2019-15 by title only (if approved above)
At the July 2, 2019 Council Meeting:
3) Read Ordinance No. 2019-15 by title only for the final time
4) City Clerk reads Ordinance No. 2019-15 by title only (if approved above)
5) Adopt Ordinance No. 2019-15

Executive Summary:

The City Council is required to consider a motion to levy increased primary property taxes over the preceding year's tax levy, by roll call vote, per A.R.S. Section 42-17107

The City Council is required to fix and levy the amount to be raised from property taxation after the adoption of the final budget, per A.R.S. Section 42-17151. The final budget is anticipated to be adopted on June 18, 2019.

Financial Impact:

The City is proposing a 2.0% increase in primary property tax levy ($133,675) for a total levy of $6,842,561 on existing properties, plus levy of $49,682 on new construction, for an overall total primary property tax levy in FY 2019-2020 of $6,892,243. The primary property tax rate to support this levy is $0.7933 per $100 of assessed valuation. The proposed primary property tax levy equals the maximum allowable primary property tax levy for FY 2019-2020 of $6,892,243.

The City is proposing a "flat" tax rate for secondary property taxes for FY 2019-2020 for a total levy of $7,268,436 on existing properties and new construction. The proposed secondary property tax rate is $0.8366 per $100 of assessed valuation (same as last FY).

Policy Impact:

Adoption of the proposed property tax levies will generate revenues to help fund the community needs as identified in the FY 2019-2020 Final Budget and policies reflected therein.

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

Economic Development
Affordable Housing
Social Justice
Transportation and Other Public Infrastructure
Building and Zoning/Regional Plan
Climate Change
Water Conservation
Environmental and Natural Resources
Personnel
Community Outreach
Town & Gown
Code Compliance

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
- Tentative Budget Adoption on June 4, 2019

Options and Alternatives:

1) Adopt the primary and secondary property tax rates as proposed.
2) Adopt the secondary property tax rate at something greater than proposed above.
3) Adopt primary and secondary property tax rates at something less than proposed.

Background/History:

Both the State Constitution and State law specify a property tax levy limitation system. This system consists of two levies, a limited levy known as the primary property tax levy and an unlimited levy referred to as the secondary property tax levy. The primary levy may be imposed for all purposes, while the secondary levy in cities and towns may only be used to retire the principal and interest or redemption charges on general obligation bonded indebtedness.

Every year, the "Truth in Taxation" legislation requires that the county assessor, on or before February

10, transmit to each city and town an estimate of the total net assessed valuation of the city, including new property added to the tax roll. If the proposed primary tax levy amount, excluding amounts attributable to new construction, is greater than the levy amount in the previous year, the city must follow the "Truth in Taxation" procedures. It is important to note that it is the levy amount and not the rate which triggers the "Truth in Taxation" procedures. The proposed 2.0% increase in the primary property tax levy does trigger "Truth in Taxation" requirements.

The City has the ability to increase the amount received from the primary property tax levy by a maximum of 2% each year excluding new construction. The maximum allowable increase for FY 2019-2020 is 2.0%. FY 2019-2020 proposed primary property tax levy is set at the maximum allowable ($6,892,243).

The adoption of the property tax levy is the final step in the entire budget approval process.

Key Considerations:

The key dates for budget and property tax levy adoption have been determined and have been followed throughout this process. The County adopts the property tax levy as proposed by the City on or about August 1, 2019.

Expanded Financial Considerations:

The City is budgeting primary property tax revenues of $6,785,000 in FY 2019-2020. This budgeted amount is less than the levy amount, because the City is allowing for approximately 1.5% in bad debt (taxes not able to be collected). The City anticipates an overall 3% increase in primary property tax revenues in FY 2019-2020, due to the 2% increase in the primary property tax levy, plus a 1% increase due to new construction (properties added to tax roll). Primary property tax revenues may be used for any general purpose use of the City government. Statutorily, the maximum allowable primary property levy for FY 2019-2020 is $6,892,243 which is the amount being proposed.

The City has budgeted a total of $7,268,436 in FY 2019-2020 secondary property tax, an approximate 8% increase over the FY 2018-2019 budget ($6,733,265). The increase is directly related to the increased assessed valuation (increase in property values) and new construction. Secondary property tax funds general obligation debt and City general obligation debt is issued to manage within the levy.

Five years of historical data is shown below:

Property Tax Rates	FY 2015-2016	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020 Proposed
Primary	$ 0.8234	0.8121	0.8233	0.8334	0.7933
Secondary	0.8366	0.8366	0.8366	0.8366	0.8366
Total	$ 1.6600	1.6487	1.6599	1.6700	1.6299

Primary property taxes account for 10% of the General Fund revenues budgeted for FY 2019-2020.

Community Benefits and Considerations:

Primary property taxes help support a number of City services including public safety, parks and recreation, other public works services, and general administrative and management functions within the City.

Secondary property taxes support the debt service payment on numerous city capital projects including: Aquaplex, Fire Stations, Open Space, numerous street/utility projects, Forest Restoration, Core Services Facility and the future Courthouse.

Community Involvement:

Inform & Involve: The notice for proposed changes to primary property tax was posted on the City website on April 1, 2019. The "Truth in Taxation" notice was published in the Arizona Daily Sun on June 1, 2019, and June 9, 2019. Budget legal schedules were published in the June 7, 2019, and June 14, 2019, Arizona Daily Sun to allow for additional community review. In addition, the legal and other budget schedules were made available at City Hall, at both Flagstaff Public Libraries, and on the official city website. A public hearing on June 18, 2019, for "Truth in Taxation", the final budget adoption and the property tax levy is open for public comment and allows citizens to provide input. The final opportunity for public input on the tax levy will be at the July 2, 2019, Council Meeting.

Attachments: Ord. 2019-15

ORDINANCE NO. 2019-15

AN ORDINANCE LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF FLAGSTAFF, ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2020

RECITALS:

WHEREAS, by the provisions of State law, the ordinance levying taxes for fiscal year 2019-2020 is required to be finally adopted not later than the third Monday in August; and

WHEREAS, the County of Coconino is the assessing and collecting authority for the City of Flagstaff.

ENACTMENTS:

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

SECTION 1. There is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a primary property tax rate of 0.7933 for the fiscal year ending on the 30th day of June 2020. If this tax rate exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Coconino is hereby authorized to reduce the levy to the maximum allowable by law after providing notice to the City.

SECTION 2. In addition to the rate set in Section 1 hereof, there is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a secondary property tax rate of 0.8366 for the fiscal year ending June 30, 2020.

SECTION 3. Failure by the county officials of Coconino County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Flagstaff upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien thereon or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. That the Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Board of Supervisors of the County of Coconino, Arizona.

SECTION 6. Effective Date. The tax levies imposed by this Ordinance shall take effect August 1, 2019.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of July, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

14. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Sandy Corder, Revenue Director

Co-Submitter: Anja Wendel-Senior Assistant City Attorney, Rick Tadder-Management Services Director

Date: 06/12/2019

Meeting Date: 06/18/2019

TITLE:

Consideration and Adoption of Ordinance No. 2019-13: An ordinance of the City Council of the City of Flagstaff, Arizona, amending Flagstaff City Code, Title 3, Business Regulations, Chapter 3-05, Privilege and Excise Taxes, Division 3-5-006, Use Tax, by increasing the use tax rate from 1% to 2.281%; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the June 18, 2019 Council Meeting:

1) Read Ordinance No. 2019-13 by title only for the first time
2) City Clerk reads Ordinance No. 2019-13 by title only (if approved above)

At the July 2, 2019 Council Meeting:

3) Hold Public Hearing
4) Read Ordinance No. 2019-13 by title only for the final time
5) City Clerk reads Ordinance No. 2019-13 by title only (if approved above)
6) Adopt Ordinance No. 2019-13

Executive Summary:

In April 2019 during the Budget Retreat, Council proposed an increase the local use tax rate from 1% to 2.281% for the purpose of raising revenue to help pay for expenses of the City, including its unfunded liability for police and fire pension plans. If adopted, Ordinance No. 2019-13 will increase the use tax rate to 2.281%.

Financial Impact:

The proposed use tax rate increase from 1% to 2.281% (rate increase of 1.281%) is projected to generate revenues of approximately $900,000 annually, increasing current revenues of $700,000 to approximately $1.6 million annually.

Policy Impact:

None.

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

Regional 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.

Previous Council Decision on This:

Yes:
Council discussed a possible use tax rate increase multiple times at public meetings during the FY20 Budget Retreat.
Council adopted Ordinance No. 2014-16 establishing a 1% use tax rate. Discussions were held on July 1, 2014 (first reading), and July 5, 2014 (adoption).

Options and Alternatives:

1. Adopt the proposed use tax rate increase effective August 2019.
2. Do not adopt the proposed use tax rate increase, and direct staff to make budget adjustments.

Background/History:

Pursuant to A.R.S. § 42-6001 et seq, the City Council has authority to levy local transaction privilege tax ("sales tax"), use, excise, and similar taxes. Any local sales tax is subject to approval by a majority of the qualified electors voting in the regularly scheduled general election, per City Charter, Article VI, Section 2(b). A use tax does not require voter approval.

The City and other Arizona cities and towns have adopted, the Model City Tax Code ("MCTC"), a uniform tax code that includes several options for the imposition of a local transaction privilege tax, use tax, and some exemptions. The MCTC is updated on a regular basis to comply with changes in the law. Each city has the right to set its own tax rates. A copy of all MCTC options is located on the Arizona Department of Revenue website, modelcitytaxcode.az.gov/ The City of Flagstaff's adopted version of the MCTC is reflected in Chapter 3-05 of the City Code and can be accessed on the City website, www.codepublishing.com/AZ/Flagstaff/.

The local sales tax applies to gross income on the privilege of engaging in taxable business activities in the CIty. This is a tax on certain business activities. Although the tax may be passed through to the customer, the business is responsible for paying the tax to ADOR. The City's base local sales tax rate will be 2.281%, effective July 1, 2019, and there is an additional voter-approved 2% levied on the restaurant/bar and the hotel/motel (transient lodging) classifications ("BBB Tax").

The local use tax is a tax on storage or use of tangible personal property in the City. The use tax is similar to the local sales tax but is an "affiliated excise tax." A use tax is typically imposed in the situation where a person has purchased tangible personal property outside the City, has not paid a comparable sales tax, and then uses, stores, or consumes the item within the City. The City will not collect a use tax from anyone who has already paid an equivalent local sales tax. In many cases, a use tax helps create a level playing field for Flagstaff businesses competing with businesses in jurisdictions that charge a lower sales tax or no sales tax. For example, if a car is purchased in Oregon (no sales tax), and moves to Flagstaff, the owner will need to pay the local use tax on the car.

Key Considerations:

The proposed local use tax rate increase will help generate additional revenues to pay expenses of the City, including its unfunded liability for police and fire pension plans.

Expanded Financial Considerations:

City Council passed Ordinance No. 2014-16, imposing a 1% use tax on July 15, 2014, and began receiving revenue in November 2014. The use tax generates approximately $700,000 annually and the rate increase will increase revenues to approximately $1,600,000 for the fiscal year 2020.

The City budget includes an expense line item in the Police and Fire Departments' to provide for an additional $900,000 contribution, $450,000 each, to the Public Safety Personnel Retirement System plans. If approved, staff will make this estimated payment and the amount will true up to actual increased revenues received at the end of the fiscal year.

Community Benefits and Considerations:

Team Flagstaff Strategic priority #4: Work in partnership to enhance a safe and livable community

1. Foster a safe, healthy, equitable and accessible community.
2. Cultivate community partnerships through civic engagement and participation.

Community Involvement:

At the July 2, 2019, Council Meeting there will be a public hearing on the proposed use tax rate increase. Notice of the proposed use tax rate increase and the public hearing was posted on the City website on May 2, 2019 (at least 60 days prior to proposed adoption). This Notice was published on June 6, 7, 8, 9 in the local daily newspaper, the Arizona Daily Sun (at least 15 days prior to the public hearing). City staff is endeavoring to provide outreach to the business community prior to the public hearing.

Expanded Options and Alternatives:

None.

Attachments: Ord. 2019-13
Presentation

ORDINANCE NO. 2019-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3, BUSINESS REGULATIONS, CHAPTER 3-05, PRIVILEGE AND EXCISE TAXES, DIVISION 3-5-006, USE TAX, BY INCREASING THE USE TAX RATE FROM 1% TO 2.281%; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has authority to levy a local use tax pursuant to A.R.S. § 42-6001 et seq; and

WHEREAS, the City desires to increase the local use tax rate from 1% to 2.281% for the purpose of raising revenue to help pay for expenses of the City, including its unfunded liability for police and fire fighter pensions;

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 3, Business Regulations, Chapter 3-05, Privilege and Excise Taxes, Division 3-05-006, Use Tax, is hereby amended by amending Section 3-05-006-0610 to read as follows (additions shown in bolded underlined text, and deletions shown as stricken):

3-05-006-0610 USE TAX: IMPOSITION OF TAX; PRESUMPTION

A. There is hereby levied and imposed, subject to all other provisions of this chapter, an excise tax on the storage or use in the City of tangible personal property, for the purpose of raising revenue to be used in defraying the necessary expenses of the City, such taxes to be collected by the Tax Collector.

B. The tax rate shall be at an amount equal to ~~one percent (1%)~~ **TWO AND TWO-HUNDRED AND EIGHTY-ONE THOUSANDTHS PERCENT (2.281%)** of the:

1. Cost of tangible personal property acquired from a retailer, upon every person storing or using such property in this City.

2. Gross income from the business activity upon every person meeting the requirements of Section 3-05-006-0620(B) or (C) who is engaged or continuing in the business activity of sales, rentals, leases, or licenses of tangible personal property to persons within the City for storage or use within the City, to the extent that tax has been collected upon such transaction.

3. Cost of the tangible personal property provided under the conditions of a

warranty, maintenance, or service contract.

4. Cost of complimentary items provided to patrons without itemized charge by a restaurant, hotel, or other business.

5. Reserved.

C. It shall be presumed that all tangible personal property acquired by any person who at the time of such acquisition resides in the City is acquired for storage or use in this City, until the contrary is established by the taxpayer.

D. Exclusions. For the purposes of this division, the acquisition of the following shall not be deemed to be the purchase, rental, lease, or license of tangible personal property for storage or use within the City:

1. Stocks, bonds, options, or other similar materials.

2. Lottery tickets or shares sold pursuant to A.R.S. Title 5, Chapter 5, Article I.

3. Platinum, bullion, or monetized bullion, except minted or manufactured coins transferred or acquired primarily for their numismatic value as prescribed by regulation.

E. Reserved.

F. Reserved.

SECTION 2. Penalties.

Any person convicted of a violation of this ordinance is guilty of a misdemeanor and shall be fined a sum not to exceed two thousand five hundred dollars ($2,500.00) and may be sentenced to confinement in jail for a period not to exceed ninety (90) days for any one offense, all in accordance with the Flagstaff City Code Chapter 1-04. Any violation which is continuing in nature shall constitute a separate offense on each successive date the violation continues, unless otherwise provided.

SECTION 3. Repeal of Conflicting Ordinances.

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

SECTION 4. Severability.

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

SECTION 5. Effective Date.

This ordinance shall become effective thirty (30) days after adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of July, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Proposed Use Tax Increase

June 18, 2019 & July 2, 2019

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Proposed Use Tax Increase

Ordinance No. 2019-13

- City adopted a 1% use tax in Flagstaff FY 2015
- City Code, Division 3-05-06 Use Tax
- City is proposing to increase Use Tax from 1% to 2.281%
  - Same rate as base Flagstaff Sales Tax
- Use tax is a tax on use or storage of tangible personal property in Flagstaff, purchased elsewhere, if no comparable sales tax had been paid

Proposed Use Tax Increase

Revenue Impact

- Revenue generated to date through Use Tax:

  More than $2.3 million

- Anticipated annual revenue from Use Tax:

  $1.6 Million (proposed)

  $700,000 (current)

- Revenue to help pay for expenses of the City, including unfunded liability for police and fire fighter pensions

Proposed Use Tax Increase

Public Hearing/Outreach

- Public Hearing scheduled for July 2, 2019, notice posted and published per law
- Outreach in June 2019 to business community
- If rate increase is passed, outreach via:
  - ADOR
  - Facebook and other social media
  - Email

Proposed Use Tax Increase

Council Options

- Adopt Ordinance No. 2019-13 to fund City needs
- Adjust budget and consider other funding sources

Proposed Use Tax Increase

Next Steps

- July 2, 2019 Council Meeting
  - Public Hearing
  - Adopt Ordinance No. 2019-13

- August 1, 2019
  - Use Tax increase effective

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sterling Solomon, City Attorney
Date:	06/12/2019
Meeting Date:	06/18/2019

TITLE:

Consideration and Adoption of Ordinance No. 2019-24: An ordinance prohibiting the sale of tobacco products to persons under the age of 21.

STAFF RECOMMENDED ACTION:

At the June 18, 2019 Council Meeting:
1) Read Ordinance No. 2019-24 by title only for the first time
2) City Clerk reads Ordinance No. 2019-24 by title only (if approved above)
At the July 2, 2019 Council Meeting:
3) Read Ordinance No. 2019-24 by title only for the final time
4) City Clerk reads Ordinance No. 2019-24 by title only (if approved above)
5) Adopt Ordinance No. 2019-24

Executive Summary:

The City Council expressed the desire to further protect the health of the residents of the City of Flagstaff by prohibiting the sale of tobacco products, including e-cigarettes and other similar devices, to persons who are under the age of 21.

In addition, the Coconino Anti-Tobacco Students (CATS) have addressed the Flagstaff City Council on several occasions requesting that the City Council adopt an ordinance prohibiting the sale of tobacco to anyone under 21 years of age. Many of the students have individually addressed the City Council sharing personal experiences of suffering and loss of loved ones due to the use of tobacco products.

The use of tobacco products has devastating health and economic consequences. The negative impacts of tobacco products, including e-cigarettes, has been widely documented. Tobacco product use leads to more than $300 billion in health care and lost worker productivity costs each year according to the U.S. Department of Health & Human Services and the American Journal of Preventative Medicine.[1] Young minds are particularly susceptible to the addictive properties of nicotine.[2] As a result, approximately 3 out of 4 teen smokers end up smoking into adulthood.[3] An estimated 5.6 million youth aged 0 to 17 are projected to die prematurely from a commercial tobacco-related illness if prevalence rates do not change.[4]

National data show that about 95 percent of adults who smoke begin smoking before they turn 21. The time between ages 18 to 20 is a critical period when many adults who smoke move from experimental smoking to regular, daily use. [5] Moreover, data from the National Youth Tobacco Survey demonstrates that youth use of e-cigarettes continues to increase. The overall use rate of e-cigarettes among youth

continues to be higher than other forms of tobacco and has stymied previous progress in the reduction of the overall tobacco use rate for youth.[6] Furthermore, the popularity among youth of newer products are likely responsible for the significant increase of e-cigarette usage among high school students.[7]

In 2015, the Institute of Medicine (now the National Academy of Medicine) concluded that raising the minimum legal sales age for tobacco products nationwide would reduce tobacco initiation, particularly among adolescents aged 15 to 17, improve health across the lifespan, and save lives; and that raising the minimum legal sales age for tobacco products nationwide to 21 would, over time, lead to a 12 percent decrease in smoking prevalence. [8] The Institute of Medicine also predicted that raising the minimum legal sales age for tobacco products nationwide to 21 would result in 223,000 fewer premature deaths, 50,000 fewer deaths from lung cancer, and 4.2 million fewer years of life lost for those born between 2000 and 2019 and would result in near immediate reductions in preterm birth, low birth weight, and sudden infant death syndrome.[9]

A growing number of state and local jurisdictions have enacted minimum legal sales age 21 policies to further restrict access to commercial tobacco.[10] Three-quarters of adults support raising the minimum legal sales age for tobacco products to 21, including seven out of ten adults who smokes.[11]

Finally, strong policy enforcement and monitoring of retailer compliance with tobacco control policies (e.g. requiring identification checks) is necessary to achieve reductions in youth tobacco sales rates after raising the minimum legal sales age to 21. The National Academy of Medicine recommends imposing penalties on business owners to provide sufficient incentives to comply with the law, and business owners with an economic incentive to avoid violations are more likely to establish company-wide policies and incorporate instruction on tobacco laws into employee training.

The City of Flagstaff recognizes these well-documented facts on the dangers related to tobacco products. As a result, the ordinance establishing a prohibition on the sale of tobacco products, including e-cigarettes, to persons under the age of 21 is recommended in order to prevent further negative health impacts for the citizens of Flagstaff.

Citations found in attachments

Financial Impact:

A resolution establishing a fee schedule will be presented to City Council for adoption in the fall. That fee schedule will establish license fees for the sale of tobacco products, including e-cigarettes. Those fees will cover the administrative costs of processing applications for, and issuing licenses for the sale of tobacco products. As a result, the financial impact of the license fees will not produce additional revenues for the City, but will cover the costs of administration only.

Policy Impact:

Currently, Chapter 7-09 of the City Code establishes the age prohibition for the sale of tobacco products to anyone under 18 years of age.

The proposed ordinance revises Chapter 7-09 of the City Code to prohibit the sale of tobacco products to persons under the age of 21.

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

While no direct connection to a City Council Goal may be readily identified, the proposed ordinance will further the mission of the City of Flagstaff, which is: To protect and enhance the quality of life for all.

Has There Been Previous Council Decision on This:

Specific to age limits, on December 21, 1999, a previous City Council adopted Ordinance No. 2011 prohibiting the sale of tobacco products to persons under the age of 18.

More recently, and on a broader level, in 2017 and 2018 the previous City Council adopted amendments to the City Code including parks and cemeteries as public places and incorporating e-cigarette's into the City's Tobacco-Free Air portion of the City Code.

Attachments: Ord. 2019-24

Executive Summary Citations

ORDINANCE NO. 2019-24

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, AMENDING FLAGSTAFF CITY CODE TITLE 7, *HEALTH AND SANITATION,* CHAPTER 7-09*, TOBACCO PRODUCTS* BY PROHIBITING THE SALE OF TOBACCO PRODUCTS TO PERSONS UNDER THE AGE OF 21; ESTABLISHING SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Flagstaff recognizes that the use of tobacco products has devastating health and economic consequences.

WHEREAS, Tobacco product use leads to more than $300 billion in health care and lost worker productivity costs each year according to the U.S. Department of Health & Human Services and the American Journal of Preventative Medicine.

WHEREAS, Young minds are particularly susceptible to the addictive properties of nicotine and as a result, approximately 3 out of 4 teen smokers end up smoking into adulthood according to the U.S. Department of Health & Human Services.

WHEREAS, an estimated 5.6 million youth aged 0 to 17 are projected to die prematurely from a commercial tobacco-related illness if prevalence rates do not change according to the U.S. Department of Health & Human Services.

WHEREAS, National data show that about 95 percent of adults who smoke begin smoking before they turn 21 and the time between ages 18 to 20 is a critical period when many adults who smoke move from experimental smoking to regular, daily use according to the U.S. Department of Health & Human Services.

WHEREAS, Data from the National Youth Tobacco Survey demonstrates that youth use of e-cigarettes continues to increase and the overall use rate of e-cigarettes among youth continues to be higher than other forms of tobacco and has stymied previous progress in the reduction of the overall tobacco use rate for youth according the Centers for Disease Control & Prevention.

WHEREAS, The popularity among youth of newer products, such as the brand JUUL, which currently dominates the market, is likely responsible for the significant increase of e-cigarette usage among high school students according to the Centers for Disease Control & Prevention.

WHEREAS, In 2015, the Institute of Medicine (now the National Academy of Medicine) concluded that raising the minimum legal sales age for tobacco products nationwide would reduce tobacco initiation, particularly among adolescents aged 15 to 17, improve health across the lifespan, and save lives; and that raising the minimum legal sales age for tobacco products nationwide to 21 would, over time, lead to a 12 percent decrease in smoking prevalence according to the Institute of Medicine.

WHEREAS, The Institute of Medicine also predicted that raising the minimum legal sales age for tobacco products natioide to 21 would result in 223,000 fewer premature deaths, 50,000 fewer deaths from lung cancer, and 4.2 million fewer years of life lost for those born between 2000 and

2019 and would result in near immediate reductions in preterm birth, low birth weight, and sudden infant death syndrome.

WHEREAS, Tobacco21.org indicates that a growing number of state and local jurisdictions have enacted minimum legal sales age 21 policies to further restrict access to commercial tobacco.

WHEREAS, Three-quarters of adults support raising the minimum legal sales age for tobacco products to 21, including seven out of ten adults who smokes according the American Journal of Preventive Medicine.

WHEREAS, Strong policy enforcement and monitoring of retailer compliance with tobacco control policies (e.g. requiring identification checks) is necessary to achieve reductions in youth tobacco sales rates after raising the minimum legal sales age to 21;

WHEREAS, The National Academy of Medicine recommends imposing penalties on business owners to provide sufficient incentives to comply with the law, and business owners with an economic incentive to avoid violations are more likely to establish company-wide policies and incorporate instruction on tobacco laws into employee training;

ENACTMENTS:

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

SECTION 1. The Flagstaff City Code, Title 7, *Health and Sanitation,* Chapter 7-09 *Tobacco Products,* is hereby amended as indicated by the following language (additions shown as underlined text, and deletions shown as strike-through text):

7-09-001-0001 DEFINITIONS

In this chapter, unless the context otherwise requires:

~~A. Person means the state, the county, a political subdivision of the state, other governmental entities, a corporation, firm, partnership, association, organization and any other group acting as a unit, as well as an individual. Person also includes a trustee, receiver, an assignee or similar representative.~~

~~B. Tobacco product means any tobacco cigarette, cigar, pipe tobacco, smokeless tobacco, snuff or any other form of tobacco which may be utilized for smoking, chewing, inhalation or other manner of ingestion.~~

A. Distribute or Distribution means to furnish, give, provide, sell, or to attempt to do so, whether gratuitously or for any type of compensation.

B. Electronic smoking device means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen or e-hookah. Electronic smoking device includes any component, part, or accessory of the device, and also includes any substance intended to be aerosolized or vaporized during the use of the device, whether or not the substance contains nicotine. Electronic smoking device does not include drugs,

devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

C. No Sales Order for Tobacco Products means and order from the City Manager or the City Manager's designee to immediate cease all sales of any and all tobacco products.

D. Person means any natural person.

E. Purchaser means any person who obtains or attempts to obtain a tobacco product.

F. Tobacco retail establishment means any place of business where tobacco products are available for sale to the general public. The term includes but is not limited to grocery stores, tobacco product shops, kiosks, convenience stores, gasoline service stations, bars, and restaurants.

G. Self-service display means any display from which customers may select a tobacco product without assistance from the tobacco retailer or the tobacco retailer's agent or employee and without a direct person-to-person transfer between the purchaser and the tobacco retailer or tobacco retailer's agent or employee.

H. Tobacco product means: (1) any product containing, made of, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus; (2) any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or (3) any component, part, or accessory of (1) or (2), whether or not any of these contain tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, and pipes. Tobacco product does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

I. Tobacco retailer means any person, partnership, joint venture, society, club, trustee, trust, association, organization, or corporation who owns or operates any tobacco retail establishment. Tobacco retailer does not mean the non-management employees of an owner or operator of any tobacco retail establishment.

J. ~~C.~~ Vending machine means any mechanical, electrical or electronic device that, on insertion of money, tokens or any other form of payment, dispenses tobacco products.

7-09-001-0002 LICENSE REQUIRED

A. Each tobacco retailer engaging in the distribution of tobacco products, at each location in Flagstaff shall secure, and display at all times, a tobacco retail sales license from the City or its authorized agent before engaging or continuing to engage in such business. No tobacco retailer may distribute tobacco products without a valid tobacco retail sales license.

B. The fee for a tobacco retail sales license shall be set according to a separate fee schedule adopted and updated from time to time by City Council and used to cover the

administrative cost for licensing administration, education and training, retail inspections, and unannounced compliance checks. The tobacco retail sales license fee should not exceed the cost of the regulatory program authorized beyond this Ordinance.

C. A tobacco retail sales license cannot be renewed if the tobacco retailer has outstanding fines pursuant to this Ordinance.

D. No tobacco retail sales license shall be issued or renewed to a tobacco retail sales license unless the tobacco retailer signs a form stating that the tobacco retailer has read this Ordinance and has provided training to all employees on the sale of tobacco products. Such training shall include information that the sale of tobacco products to persons under 21 years of age is illegal, the types of identification legally acceptable for proof of age, and that sales to persons under 21 years of age shall subject the tobacco retailer to penalties.

E. Any business found to be selling tobacco products without a license shall be fined and issued a No Sales Order for Tobacco Products pursuant to section 7-09-001-0008(A) of this Chapter.

7-09-001-0003 MINIMUM LEGAL SALES AGE FOR TOBACCO PRODUCTS

The distribution of any tobacco product to a person under the age of 21 is prohibited.

7-09-001-0004 AGE VERIFICATION

Before distributing any tobacco product, the tobacco retailer or the tobacco retailer's agent or employee shall verify that the purchaser is at least 21 years of age. Each tobacco retailer or tobacco retailer's agent or employee shall examine the purchaser's government-issued photographic identification. No such verification is required for a person over the age of 30. That a purchaser appears to be 30 years of age or older shall not constitute a defense to a violation of this section.

7-09-001-0005 SELF-SERVICE DISPLAYS

No tobacco retailer or their employee or agent shall sell or otherwise distribute tobacco products by or from a self-service display or vending machine except in places where persons under the age of 21 are not permitted access at any time.

7-09-001-0006 SIGNAGE

No tobacco retailer shall sell or permit the sale of tobacco products in the City unless a notice is posted at any location where tobacco products are available for purchase. All notices must be posted in a manner conspicuous to both employees and consumers, unobstructed from view in their entirety, and within six feet of each register where tobacco products are available for purchase. The city of Flagstaff shall provide this notice, which shall state "NO PERSON UNDER THE AGE OF 21 MAY BE SOLD TOBACCO PRODUCTS, INCLUDING ELECTRONIC SMOKING DEVICES." The notice must be at least 14" by 11" and the words on the notice must be legibly printed in a high contrast red color with capitalized letters at least one inch high.

7-09-001-0007 ENFORCEMENT

The tobacco retailer shall be subject to at least two unannounced compliance checks per year. The City or its authorized agent shall conduct compliance checks by engaging persons between the ages of 18 and 20 to enter the tobacco retail establishment to attempt to purchase tobacco products. Unannounced follow-up compliance checks of all non-compliant tobacco retailers are required within three months of any violation of this Ordinance. The results of all compliance checks shall be published by the City or its authorized agent at least annually and made available to the public upon request.

7-09-001-0002~~8~~ PENALTIES

~~A. No person who owns, conducts, operates or manages a business where tobacco products are sold, or are available for sale from a vending machine, nor any person who sells or offers for sale tobacco products, shall place, store or display, or cause to be placed, stored or displayed, such tobacco products or vending machine in an area or manner that is accessible to the public without employee assistance.~~

~~B. A person is exempt from the requirements of this section if both:~~

~~1. The business where tobacco products are sold prohibits entry of individuals under the age of eighteen (18) years at all times; and~~

~~2. Photographic identification is required from any individual who appears to be twenty-six (26) years of age or younger prior to entering the business where tobacco products are sold.~~

~~C. A violation of this chapter is punishable as a civil offense or as a class 3 misdemeanor. Prior to the issuance of a criminal citation, the Chief of Police or his designated agent shall serve the person to be cited with a written notice of violation if a notice of violation for the same offense, or a substantially similar offense has not been served within the previous 180 (one hundred eighty) days. A notice of violation may be served by personal delivery or via certified mail, return receipt requested. Return of the receipt shall be prima facie evidence of service. If the violation has ceased within 14 (fourteen) days from the date of service of the notice, no criminal citation shall be issued. A person found in violation of this chapter is subject to a fine of one hundred dollars ($100.00) for the first offense and up to five hundred dollars ($500.00) for each subsequent offense, except that a violation may be charged as a class 2 criminal misdemeanor if the alleged violator has been responsible on three or more violations of this chapter.~~

A. Tobacco retailers. Any tobacco retailer found to have violated this Ordinance shall be subject to:

1. For a first violation, a fine no less than $500;

2. For a second violation within a thirty-six (36) month period, a fine no less than $750 and the tobacco retailer shall be prohibited from distributing tobacco products for a minimum of seven (7) days;

3. For a third violation within a thirty-six (36) month period, a fine no less than $1,000 and the tobacco retailer shall be prohibited from distributing tobacco products for a minimum of thirty (30) days;

4. For a fourth and any subsequent violations within a thirty-six (36) month period, a fine no less than $1,000 and the tobacco retailer shall be prohibited from distributing tobacco products for a period of three (3) years.

B. Employees. Any person found to have violated this Ordinance while acting as a non-management agent or employee of a tobacco retailer shall be subject to non-criminal, non-monetary penalties, including, but not limited to education classes.

C. Other persons. Any person 21 years of age or older, besides a tobacco retailer or a tobacco retailer's agent or employee, who violates this Ordinance is subject to an administrative fine of $50.

7-09-001-0010 RELATED VIOLATIONS

A violation of any federal, state, or local law, ordinance provision, or other regulation relating to tobacco products is also a violation of this Ordinance. In addition to any other penalty, a tobacco retailer who violates any provision of this Ordinance or any federal, state, or local law, ordinance provision, or other regulation relating to tobacco products, shall be subject to penalties stated in this Ordinance, including fines and a prohibition of the sale of tobacco products

7-09-001-0011 EXCEPTIONS AND DEFENSES

A. The penalties in this Ordinance do not apply to a person younger than 21 years old who purchases or attempts to purchase tobacco products while under the direct supervision of City staff or their authorized appointees for training, education, research, or enforcement purposes.

B. Nothing in this Ordinance prohibits an underage person from handling tobacco products in the course of lawful employment by a tobacco retailer.

C. It shall be an affirmative defense to a violation of this Ordinance for a tobacco retailer or their agent or employee to have reasonably relied on valid government issued identification demonstrating proof of age.

7-09-001-0012 LIBERAL CONSTRUCTION

This Ordinance shall be liberally construed so as to further its purposes.

7-09-001-000313 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.

7-09-001-000414 EFFECTIVE DATE

The provisions of this Ordinance shall be enforceable 60 (sixty) days from the date this Ordinance becomes effective.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of July, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Sources:

1. U.S. Dep't of Health & Human Servs., The Health Consequences of Smoking – 50 Years of Progress: A Report of the Surgeon General, ch. 12 p. 679 (2014), http://www.surgeon-general.gov/library/reports/50-years-of-progress/index.html; Xin Xu et al., *Annual Health Care Spending Attributable to Cigarette Smoking: An Update*, 48 Am. J Prev. Med. (2015).
2. U.S. Dep't of Health & Human Servs., *supra* note 1.
3. Calculated by the Campaign for Tobacco-Free Kids based on data in the National Survey on Drug Use and Health (2016), U.S. Dep't of Health and Human Services. Substance Abuse and Mental Health Services Administration. Ctr. for Behavioral Health Statistics and Quality, National Survey on Drug Use and Health (2016); David Hammond, *Smoking Behaviour Among Young Adults: Beyond Youth Prevention*, 14 Tobacco Control 181 - 5 (2005); Paula M. Lantz, *Smoking on the Rise Among Young Adults: Implications for Research and Policy*, 12 Tobacco Control (Suppl I) i60 – i70 (2003).
4. U.S. Dep't of Health & Human Servs., The Health Consequences of Smoking — 50 Years of Progress: A Report of the Surgeon General, (2014), http://www.surgeon-general.gov/library/reports/50-years-of-progress/index.html.
5. U.S. Dep't of Health and Human Services, a Report of the Surgeon General: Preventing Tobacco Use Among Youth and Young Adults (2012), http://www.surgeongeneral.gov/library/reports/preventing-youth-tobacco-use.
6. Ctrs. for Disease Control & Prevention, *Tobacco Use Among Middle and High School Students – United States, 2011 - 2018*, 68 Morbidity & Mortality Wly. 157 (2019), https://www.cdc.gov/mmwr/volumes/68/wr/pdfs/mm6806e1-H.pdf.
7. Ctrs for Disease Control & Prevention, *Sales of JUUL E-cigarettes Skyrocket, Posing Danger to Youth* (2018), https://www.cdc.gov/media/releases/2018/p1002-e-Cigarettes-sales-danger-youth.html.
8. Inst. of Med., *Public Health Implications of Raising the Mini- mum Age of Legal Access to Tobacco Products* (2015), http://iom.nationalacademies.org/Reports/2015/TobaccoMinimumAgeReport.aspx.
9. *Id.*
10. *Tobacco 21 Cities*, tobacco21.org (Apr. 2015), http://tobacco21.org/state-by-state; Haw. Rev. Stat. § 709-908 (2015); Cal. Bus. & Prof. Code § 22958(a)(2).
11. Brian A. King et al., *Attitudes Toward Raising the Minimum Age of Sale for Tobacco Among U.S. Adults*, 49 (4) Am. J. Preventative Med. 583, 583 (2015).

14. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Brad Hill, Water Services Director
Co-Submitter:	Doug Slover, Stormwater Project Manager
Date:	06/12/2019
Meeting Date:	06/18/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-30: A Resolution of the Flagstaff City Council, approving a Pond Agreement with Wanderland Flagstaff, LLC, to provide for acquisition of a storm water detention easement on certain real property located along west Route 66, construction of a pond for recreational and storm water detention use, and maintenance of the pond; providing for recording, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-30 by title only
2) City Clerk reads Resolution No. 2019-30 by title only (if approved above)
3) Adopt Resolution No. 2019-30

Executive Summary:

The Wildwood Hills mobile home park has been subject to periodic seasonal flooding since the 1980s, as it is built in a natural drainage way. In August 2016, the area upstream of Wildwood Hills experienced a 100-Year rain event and extensive flooding occurred within the mobile home park which caused damage to numerous properties. For the past three years, the City has been working on a solution to mitigate flooding in this area. Wildwood Hills mobile home park is valued by the City as it provides affordable housing. The City obtained two engineering studies to evaluate what is the best solution to help mitigate flooding (February 2017 and January 2019). Staff determined that the most cost-effective and best alternative was to locate a detention basin on the adjacent property upstream of the mobile home park.

The owners of the adjacent property, Wanderland Flagstaff, LLC, ("Wanderland") is re-developing the Woody Mountain RV Campground, known as the Wanderland RV park. As early as 2016 Wanderland and the City discussed the construction of a recreational amenity (pond) for the campground, plus a retention basin to mitigate downstream flooding within the mobile home park. This was in part due to the fact that the owners of Wildwood Hills had indicated they were unable to help resolve flooding issues. On June 20, 2017, the City and Wanderland presented a pond design concept at a Council Meeting and received direction to continue working on a collaborative solution. The pond design as proposed will reduce the 100-year flood flows by approximately 60%, from approximately 200 cubic feet per second ("CFS") to 78 CFS.

Following the June 2017 meeting, Wanderland determined that it wanted a more natural-looking pond design (not a rectangle), and obtained its own redesign of the pond. Wanderland reports it has spent over

$100,000 to redesign the pond and/or site plan. As redesigned, 75% of the volume is needed for city stormwater detention and about 25% of the volume is for recreational use. The estimated construction cost for the pond will exceed $400,000, and Wanderland has offered to pay that cost.

In April 2019 Wanderland obtained Site Plan approval for its redeveloped Wanderland RV park, along with the redesigned pond. The redesigned pond includes recreational and stormwater detention capacity (per the original design), plus additional stormwater detention capacity for the Wanderland RV park and a neighboring property, Aspen Heights. Also in April 2019, Wanderland obtained approval from the State Land Department (a portion of the Wanderland RV park is leased from the State).

Wanderland and the City have been diligently working on a development agreement regarding the pond's ownership, construction, maintenance, and access. The parties are also considering what is a fair as far as financial contributions for the project, including the amount the City will pay to purchase a stormwater detention easement for the detention capacity. It is anticipated a proposed agreement will be provided prior to the June 18, 2019, Council Meeting. Once an agreement is approved, construction may proceed. However, it is unlikely construction of the pond will be completed in time for this summer's monsoon, which typically starts in July. Accordingly, the City is reaching out to the property owner of Wildwood Hills mobile home park to offer other assistance, which may include sandbags and help to apply for grant funds for residential flood proofing.

Financial Impact:

Water Services Stormwater Utility has budgeted $400,000 in FY19 Capital Improvement Program. To date, approximately $60,000 has been expended on engineering studies leaving $340,000 for the easement, construction, etc.

If the City were to proceed on its own in acquiring and developing a stormwater detention pond or other solution, the anticipated costs may exceed $1 million (property acquisition and construction costs).

Policy Impact:

None

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

Council Goal - Affordable Housing: "Support ...the inventory of...affordable housing...throughout the community."

Strategic Plan for Team Flagstaff - Strategic Priority #4: "Work in partnership to enhance a safe and liveable community"

Has There Been Previous Council Decision on This:

On June 20, 2017, Council directed staff to work on a collaborative approach to resolving the regional flooding issue/Wildwood Homes mobile home park flooding.

On May 28, 2019, Council held an Executive Session to receive legal advice related to the negotiation of a development agreement.

Options and Alternatives:

1. Approve the resolution and Pond Agreement;
2. Approve the resolution and Pond Agreement with amendments;
3. Do not approve, and direct staff to continue negotiations;
4. Do not approve, and direct staff to use the budgeted funds for other stormwater projects;
5. Do not approve, and direct staff to start the process to acquire a stormwater detention easement per the February 2017 feasibility study (not recommended due to cost);
6. Do not approve, and direct staff to pursue drainage options in Wildwood Hills mobile home park per the January 2019 feasibility study (not recommended).

Community Benefits and Considerations:

The storm water detention pond is anticipated to provide a regional benefit.

Community Involvement:

Community members have been in contact with individual members of Council and City Management on numerous occasions to express their continued interest in this project.

Attachments:

Drainage Report 2017
Drainage Report 2019
Res. 2019-30
06.20.2017 Staff Summary
Pond Elevation
Pond Plan
Site Plan

DRAINAGE FEASIBILITY STUDY

FOR

WILDWOOD HILLS MOBILE HOME PARK

February 07, 2017

Project Location:

2727 W Hwy 66
Flagstaff, AZ 86001

Prepared For:

VP66 and Woody Mountain LLC
2505 East Camelback Rd, Suite 214
Phoenix, AZ 85016

Prepared By:



EXPIRES: 6/30/2017

Sirisha Kalluri, P.E, CFM



EXPIRES 3/31/2018

Rick Schuller, P.E

WOODSON

ENGINEERING AND SURVEYING, INC.

124 N. Elden St. • Flagstaff, AZ • 86001-5262
Phone: (928) 774-4636 • Fax: (928) 774-4646
www.woodsoneng.com

WES Project No. 116050

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EXPIRES: 6/30/2017



EXPIRES 3/31/2018

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1. INTRODUCTION

The purpose of this report is to analyze the offsite drainage which impacts Wildwood Hills Mobile Home Park (MHP) to determine potential flow attenuation strategies on the parcel located upstream/west of Wildwood Hills to assist with their historical and on-going drainage flooding issues. For the purpose of this study, Wildwood Hills MHP will be referred as the subject site hereafter.

The study area is located in Section 19, Township 21N, and Range 07E, located south of Route 66, north of I-40 and east of Woody Mountain Road. Please refer to Appendix for the Vicinity map.

The contributing watershed area is comprised of the Vintage 37 acre parcel located west of Woody Mountain Road, Presidio in the Pines and the Woody Mountain Campground located east of Woody Mountain Road, Hidden Hollow Manufactured Homes and Rail Road Springs located north of Rte 66 and others located in west Flagstaff at Woody Mountain Road and West Old Route 66.

2. FLOOD ZONE

The site is located in Zone X per FEMA's FIRM 04005C6816G. There is no designated floodplain or floodway through the site or the upstream watershed area. However the parcels downstream of Wildwood Hills MHP (Kit Carson RV Park) is in Zone A. Please refer to Appendix for floodzone exhibit.

Zone X is defined as the areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood.

Zone A is defined as areas subjected to inundation by the 1-percent-annual-chance flood event generally determined using approximate methodologies. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are established for this zone.

3. PREVIOUS DRAINAGE STUDIES

The subject site and its offsite watershed area were included in a previous drainage study for Presidio in the Pines (Presidio) and a flood study for Kit Carson RV Park (KCRVP). The hydrologic analysis from these studies has been used as the starting point to develop a HEC-1 model for the current study. Excerpts from these studies are included in Appendix for reference.

4. EXISTING DRAINAGE CONDITION

As a part of this feasibility study, a site visit was performed by Woodson Engineering and Surveying, Inc. to examine the existing drainage conditions including offsite drainage patterns, drainage conveyances, potential detention areas, conveyance conditions at Wildwood Hills MHP and the downstream discharge conditions thru KCRVP to Route 66.

Wildwood Hills MHP receives offsite flows from 2 directions, a northern and a southern branch. Flow generated by the Woody Mountain campground, the northern portion of Presidio, the Vintage 37 acre parcel and others located in west Flagstaff at Woody Mountain Road and West Old Route 66 discharge into the northern branch. Flow generated by the middle portion of Presidio and some area from southwest of the Woody Mountain campground discharges into the southern branch.

The flow from the northern branch reaches a small existing pond located on the west boundary of MHP at a natural flow concentration point. Based on the pond size, it appears that the pond may detain flows generated by smaller storms only. Once the pond fills up, the flow enters the MHP at the west perimeter via two (2) rock/grouted channels located on north and south sides of unit 9. These channels will be referred to as north and south grouted channels hereafter. The channels have grouted rock walls with earthen and/or grouted bottom and the depth varies throughout its length. During the site visit, measurements were taken at the most constrained sections to calculate the channel capacity.

The flow from the aforementioned channels enters the street in front of unit 9 and then reaches a confluence channel located north of unit 23. This channel is smaller in size than the north and the south channels. The confluence channel passes under decks of some of the units and thus decreases further in size. The flow conveyed by this channel then enters onsite streets and eventually reaches east boundary of the MHP where it enters KCRVP.

The flow from the south branch enters the MHP, traverses through onsite streets and then enters KCRVP on the east boundary of the MHP. This is also the confluence point of northern and southern branches. The onsite streets have inverted crowns and some have concrete valley gutters at the center to convey flow.

The offsite watershed area is comprised of both developed and undeveloped areas. Per the drainage report for Presidio, the development has proposed required storm water management facilities to limit the post developed flow rate to be equal to or less than the pre developed flows (please see the drainage map referenced from Presidio included in the Appendix). The Vintage 37 acre parcel located west of Woody Mountain Road was a part of the 2006 Woody burn area. To reflect the existing condition, current analysis uses curve numbers for the post burn condition.

The flow from the Vintage 37 acre parcel crosses Woody Mountain Road via two existing culvert crossings: a 24”x36” cmp located at the intersection of old Rte 66 and Woody Mountain Road and a 4’x3’ RCBC located north of the roundabout in Woody Mountain Road.

Drainage area Sub-1 discharges flow into the 24”x36” cmp which connects into an existing inlet on east side of Woody Mountain Road. The inlet discharges into an existing culvert which appears to be 18” cmp. The flow is then conveyed by roadside ditch and then discharges into Woody Mountain Campground parcels. The flow generated by old Rte 66 which does not have any curb and gutter also discharges into roadside ditches and reaches the Woody Mountain campground parcels.

Drainage area Sub-2 discharges into an existing 24” cmp that crosses Rte 66 (located about 1060’ east of Woody Mountain road and old Rte 66 intersection) and discharges flow on south side of Rte 66 into the easterly Woody Mountain Campground parcel.

Drainage area Sub-1A discharges into the existing 4’x3’ RCBC under Woody Mountain road which then discharges into an onsite stormdrain system in Presidio. Flow from one of the Presidio’s onsite detention basin drains into the same stormdrain system which then discharges into the Woody Mountain campground parcels. The size of the stormdrain system at its outlet is a 30” cmp. In addition to the aforementioned drainage systems, the flow generated by the Woody Mountain campground parcels discharge into the northern branch of Wildwood Hills MHP.

Please see Appendix for drainage area map for location and flow at concentration points for north and south branches.

5. HYDROLOGIC ANALYSIS

The hydrologic analysis was performed in accordance with the City of Flagstaff (COF) Stormwater Management Design Manual (SWDM). COF’s GIS contours (2’ interval) were utilized to delineate drainage areas. This study includes the100-yr storm event analysis only.

5.1 RAINFALL DATA

Rainfall depths are referenced from COF SWDM Table 3-2 (please see following table). With the watershed area being less than 1 square mile, 6-hour storm duration and 6-hour rainfall depths are used for hydrologic analysis.

TABLE 1: RAINFALL DEPTHS

Storm Duration Table 3-2	Duration (hr)	100-year Intensity (in/hr)	100-year Depth (in)
5-min	0.083	8.52	0.71
10-min	0.167	6.66	1.11
15-min	0.25	5.48	1.37
30-min	0.5	3.58	1.79
1-hour	1	2.21	2.21
2-hour	2	1.28	2.56
3-hour	3	0.92	2.76
6-hour	6	0.53	3.18

5.2 SOILS DATA

Soils information has been referenced from the USDA's Web Soil Survey for "Oak Creek-San Francisco Peaks Area". The soils in the study area are found to be Hydrologic Soil Group Type C or Type D. The curve numbers for various land use/cover are referenced from the National Engineering Handbook (NEH), Chapter 9. For undeveloped drainage areas, SCS curve numbers for Ponderosa pine forest in "fair condition" is used and the curve numbers are referenced from the Flood Study for KCRVP. For developed drainage areas, the curve numbers are selected based on the average lot size. For the drainage areas west of Woody Mountain road which were in burnt area, curve numbers for open area (with less than 50% of grass cover) are used. Please see the Appendix for excerpts from the NEH for the referenced curve numbers.

5.3 TIME OF CONCENTRATION (Tc)

Tc calculations were performed per the COF's SWDM Section 3.1.6. Please see Appendix for Tc calculations. The overland length flow is limited to be no more than 100'. Minimum Tc of 10 mins and 6 mins are used for undeveloped and developed drainage areas respectively if the calculated Tc is lower than the minimum Tc.

5.4 RUNOFF METHODOLOGY

The US Army Corps of Engineers' HEC-1, Version 4.1. and SCS curve number methodology is used to develop the hydrologic model per SWDM's Section 3.3. As mentioned already, flow from the northern portion of Presidio discharges into the existing pond along the west perimeter of Wildwood Hills MHP. Thus, the hydrologic model from Presidio is incorporated into the current analysis to compute flows impacting Wildwood Hills MHP. Also drainage areas downstream of Wildwood Hills MHP are referenced from the Flood study for KCRVP to show the comprehensive

drainage network in the area and to compare the difference in flows in the existing condition to the flows after the attenuation facilities are proposed. The runoff methodology used for this current study is in concurrence with both of the reference studies and the runoff methodology used by those studies.

5.5 HEC-1 ANALYSIS

After inclusion of drainage areas from Presidio and the drainage areas downstream of Wildwood Hills MHP i.e KCRV into the current analysis, additional Combination Points (CPs) are also added to the model for other tributary areas to determine the flow at the existing pond on the west perimeter of Wildwood Hills MHP and on the east perimeter where flows exit Wildwood Hills. Curve numbers are adjusted to reflect any changes from reference studies including revising the curve numbers for the drainage areas in the burnt area. Please refer to drainage map included in Appendix for drainage area delineation and summary of flows.

6. HYDRAULIC ANALYSIS

6.1 EXISTING DRAINAGE FACILITIES

As the first step to develop flow attenuation strategies, the flow capacity of the existing drainage facilities in Wildwood Hills MHP have been analyzed based on the field measurements taken during site visit. Please see the Appendix for flow capacity calculations and drainage map for the table listing the existing channel capacities.

6.2 FLOW ATTENUATION OPTIONS

Among the existing channels in Wildwood Hills MHP, the channel with the least flow capacity (i.e. the confluence channel) may dictate the size of any flow attenuation facilities and the allowable flow from them. The 100 yr flow rate at the upstream point of the MHP where a detention basin is being planned is 191 cfs. Following are some of the alternative detention design options that were studied to determine the flow released from the detention basin.

TABLE 2: DETENTION BASIN ALTERNATIVES

Alternative ID with Basin Volume	Flow released from the Detention Basin (cfs)
Alternative-1 :Volume =1.75 ac-ft	160 cfs
Alternative-2 :Volume =2.25 ac-ft	141 cfs
Alternative-3 :Volume =4.97 ac-ft	78 cfs
Alternative-4 :Volume =9.00 ac-ft	20 cfs

Alternative 1 & 2 are not desired as they do not provide much relief to the flow released into the Wildwood Hills MHP. Alternative 4 was done to determine the volume of detention basin needed to bring the outflow from the detention basin to the capacity of the confluence channel (18 cfs). However, given the steep terrain west of Wildwood Hills, a detention basin of this volume is not feasible to grade and also leads to embankment of about 10'-12' which is not recommended on back of the Wildwood Hills MHP. With Alternative 3, a more natural looking basin has been designed to blend with the terrain. There is more than one inflow point to the existing pond along the west perimeter of Wildwood Hills MHP. The pond that follows natural terrain can help maintain the existing flow pattern and can efficiently capture flow from multiple inflow points. This report includes cost estimate and grading for Alternative 3 only.

7. DETENTION BASIN

The detention basin has been designed per the SWDM guidelines with a benched configuration. The basin is 6' deep for the "live storage" or detention portion with an addition permanent pool depth of 4' occurring below the detention level. To increase the functionality of the basin, the permanent pool allows the basin to function as a unique site amenity with aquatic features designed and then maintained with appropriate measures such as aeration. The detention basin analysis does not include the dead storage volume. The basin outlet will have 2-27" pipes above the permanent pool elevation and will directly discharge into the onsite channel. The outlet is sized to maintain at least 0.5' of freeboard. Please see Exhibit-3 included in Appendix for detention basin grading. With the proposed amenities in the basin, it will be maintained per the Operations and Maintenance (O&M) Manual provided with final design.

Since the outflow from the detention basin (78 cfs) is more than the existing confluence channel capacity (18 cfs), the onsite channels could be upsized with an onsite improvement project. The north and the south rock/grouted channels may be removed and one of them can be replaced with a rectangular concrete channel. Given the narrow space available between units, a concrete rectangular channel (6' wide and 2.5' in ht.) may be proposed for onsite channel. This is the concept shown for this report. As an alternate, to maintain flow in two channels to match the existing condition, the south grouted channel can be upgraded to convey the flow released from the detention basin, one pipe going each to one channel. Then the confluence channel may be upgraded to a rectangular concrete channel as well (6' wide and 2.5' in ht.). Any existing landscaping, decks or other peripherals of units that are in conflict with the new rectangular channels would be removed and replaced as feasible.

In the existing condition, the confluence channel releases flow into onsite streets which eventually drains into KCRVP. The proposed rectangular concrete confluence channel will maintain the same

alignment as the existing grouted channel and releases flow into onsite streets to match the existing flow pattern.

As an alternative to the open channels, a storm drain system may be opted in the onsite streets. However given the onsite street grades and the size of the pipe to convey the flow from the detention basin, to daylight the storm drain, either it has to be extended into KCRVP or some open channel grading work may be required in KCRVP. This alternative has not being studied in detail in this report nor is the cost of this alternative included in the cost estimate.

The proposed flow attenuation options address flooding issues caused due to the flow released into northern branch only. Per coordination with the City, it appears that the southern branch seems to have some flooding issues due to some retaining walls built on site. If a stormdrain system is opted in lieu of improving onsite channels, a stormdrain lateral could be connected to it to intercept surface flows to alleviate any flooding caused due to the flows in the southern branch. Neither the scope nor the cost estimate of this study include any improvements to address flooding caused due to flow from southern branch. Though the proposed flow attenuation facilities do not completely reduce the flows to the capacity of the existing drainage/conveyance facilities, the flows are significantly lower than the allowable or pre developed flows. Please see the following table for flows with and without the proposed detention basin.

TABLE 3: FLOW SUMMARY

CP ID	COMBINING BASINS/CPs	FLOW RATE Q100 (CFS) WITHOUT DETENTION BASIN@ WILDWOOD HILLS MHP	FLOW RATE Q100 (CFS) WITH NEW DETENTION BASIN @WILDWOOD HILLS MHP
CP-1A	SUB-1,2,2A	42	42
CP-30	SUB-1A,1B,3A, B-4,B-4A,B1A,B4B,B3	112[2]/93[3]/124[4]	124
CP-2A	CP-1A+CP-30 +SUB-3B	191	191
DET OUT	FLOW FROM DETENTION	-	78
CP-3A	CP-2A+CP-3C	247	112
CP-11[5]	SEE NOTE[1]	456[2]/420[3]	419
CP-4A[5]	CP-3A+SUB-1	251	116
CP-4B[5]	CP11+SUB-4	433	432
CP-4C[5]	CP-4A+CP-4B	641	532
CP-5[5]	CP-4+SUB-5	695	555

Note 1: TOO MANY BASINS TO LIST. PLEASE REFER TO PRESIDIO DRAINAGE STUDY

Note 2: PRE-DEVELOPED FLOWS-REFERENCED FROM PRESIDIO DRAINAGE STUDY

Note 3: POST-DEVELOPED FLOWS-REFERENCED FROM PRESIDIO DRAINAGE STUDY

Note 4: THIS INCLUDES FLOW FROM BURN AREA WITH REVISED CURVE NUMBERS

Note 5: THESE COMBINATION POINTS ARE ADDED FOR INFORMATION ONLY AS THESE ARE DOWNSTREAM OF WILDWOOD HILLS. THERE ARE OTHER AREAS THAT ARE NOT A PART OF SUBJECT DRAINAGE STUDY THAT CONTRIBUTE FLOW TO THESE COMBINATION POINTS

8. OPINION OF PROBABLE COST

As a part of this study, opinion of probable cost has been prepared to estimate the cost associated with the construction of the basin and the onsite conveyance facilities. The cost estimate is broken down into basin and conveyance. The cost of the proposed improvements within campground

parcels (detention basins and outlet structure) is included under basin improvements and the cost of the onsite channels and any associated removal/reconstruction is included under conveyance cost. Please see Appendix for the estimate.

9. CONCLUSIONS

I. To reduce flows from the west of Woody Mountain Road to Wildwood Hills MHP, some areas of Timber Sky that naturally drain east will be routed west as recommended by the City with Timber Sky improvements.

II. The drainage areas from the 2006 burn area use an existing burn condition for the curve numbers for the hydrologic analysis. This a conservative approach as the vegetation will eventually be re-established and the curve number will drop significantly.

III. With the proposed flow attenuation facilities, the flow in the north branch will be routed through the proposed detention basin and then through the upgraded onsite conveyance facilities, which will an onsite project. The location of the onsite channels is maintained to match the existing flow pattern.

IV. The proposed detention based is at the same location as the existing small pond which is a natural concentration point with more than one inflow points. The proposed detention basins blends with the natural terrain and maintains the same flow pattern as in existing condition. The permanent pool provides an additional site amenity.

V. Though the proposed flow attenuation facilities do not completely reduce the flows to the capacity of existing drainage/conveyance facilities, the flows are significantly lower than the existing condition flows.

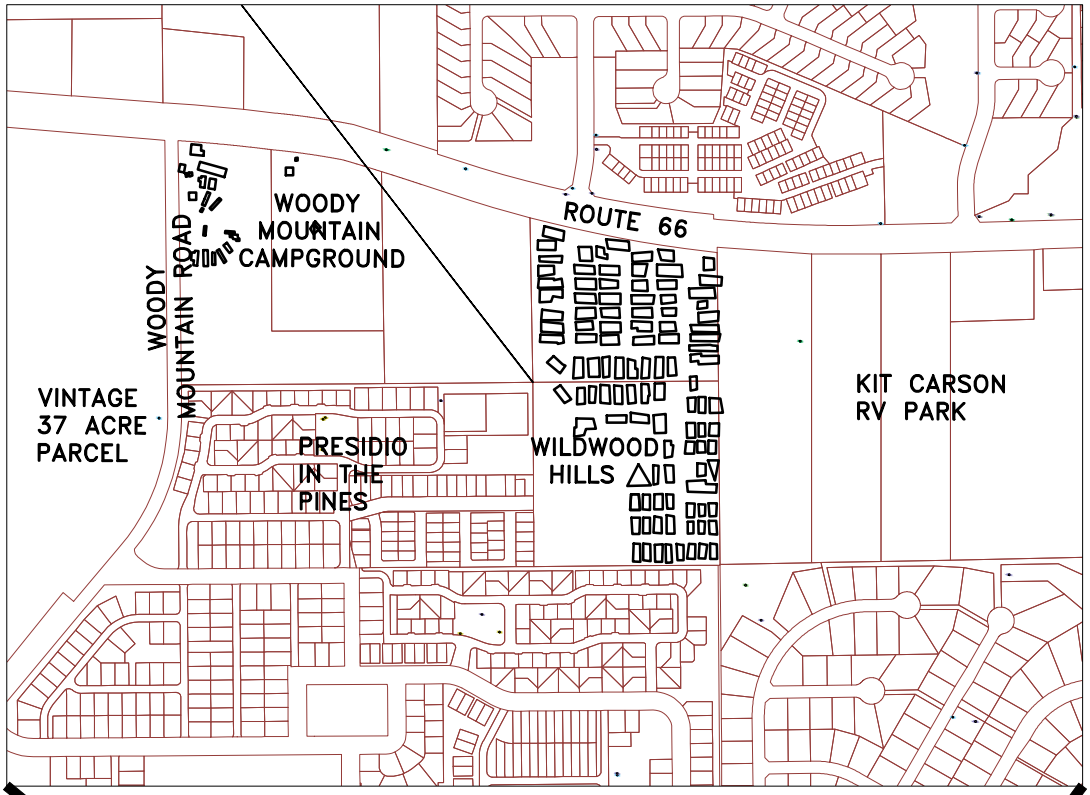
VI. Any remove/replace of existing unit peripherals should be coordinated with the residents/owners of the units.

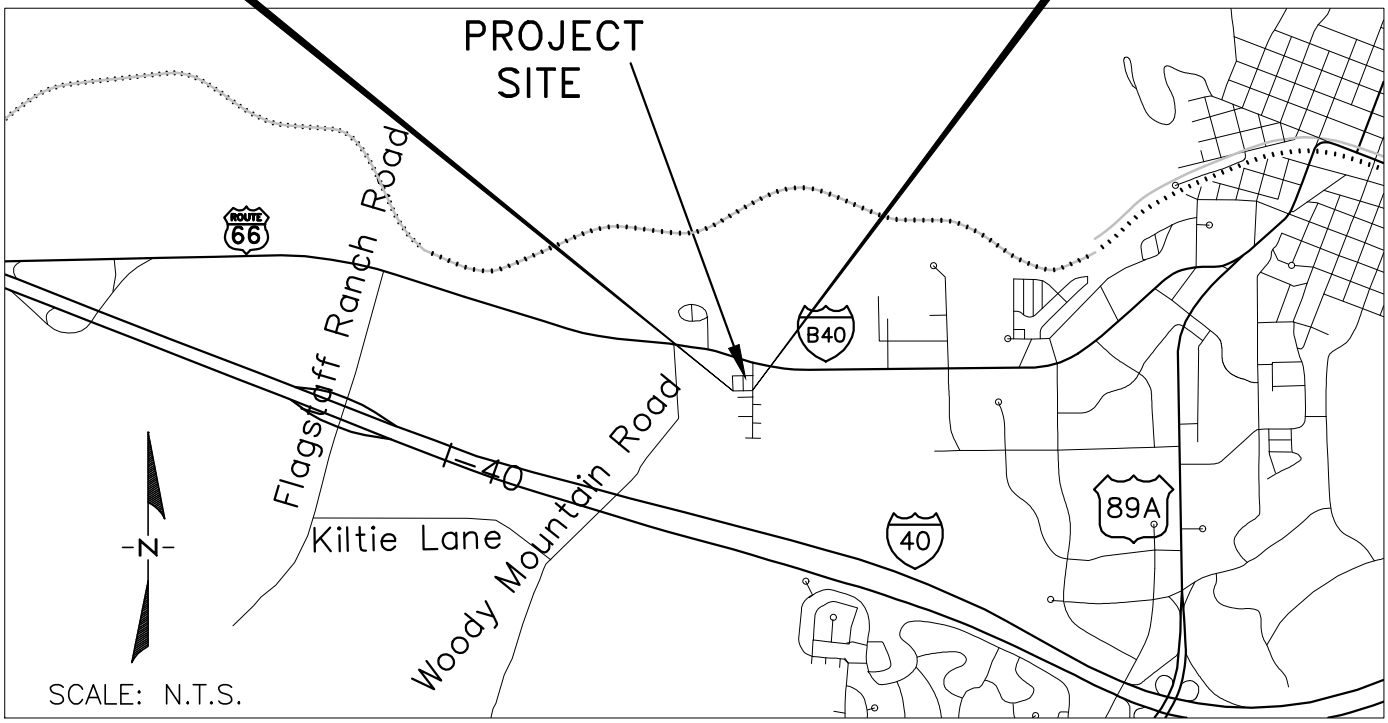
VII. The size of the proposed facilities uses City's 2-foot contours and is considered a preliminary design. Also the existing capacity calculations are based on field measurements taken during site visit and per surveyed cross sections. Final design should be done using detailed survey.

VIII. The proposed flow attenuation options address flooding issues related to the north branch only. South branch flooding has been discussed briefly and the cost of improvements included in the report does not include any improvements to alleviate flooding caused due to flows in south branch.

APPENDIX A: FIGURES

VICINITY MAP
FEMA FIRM
WEB SOIL SUVEY MAP
EXHIBIT-1: DRAINAGE MAP- EXISTING CONDITION
EXHIBIT-2: FLOW ATTENUATION FACILITIES MAP
EXHIBIT-3: DETENTION BASIN GRADING AND CROSS SECTION

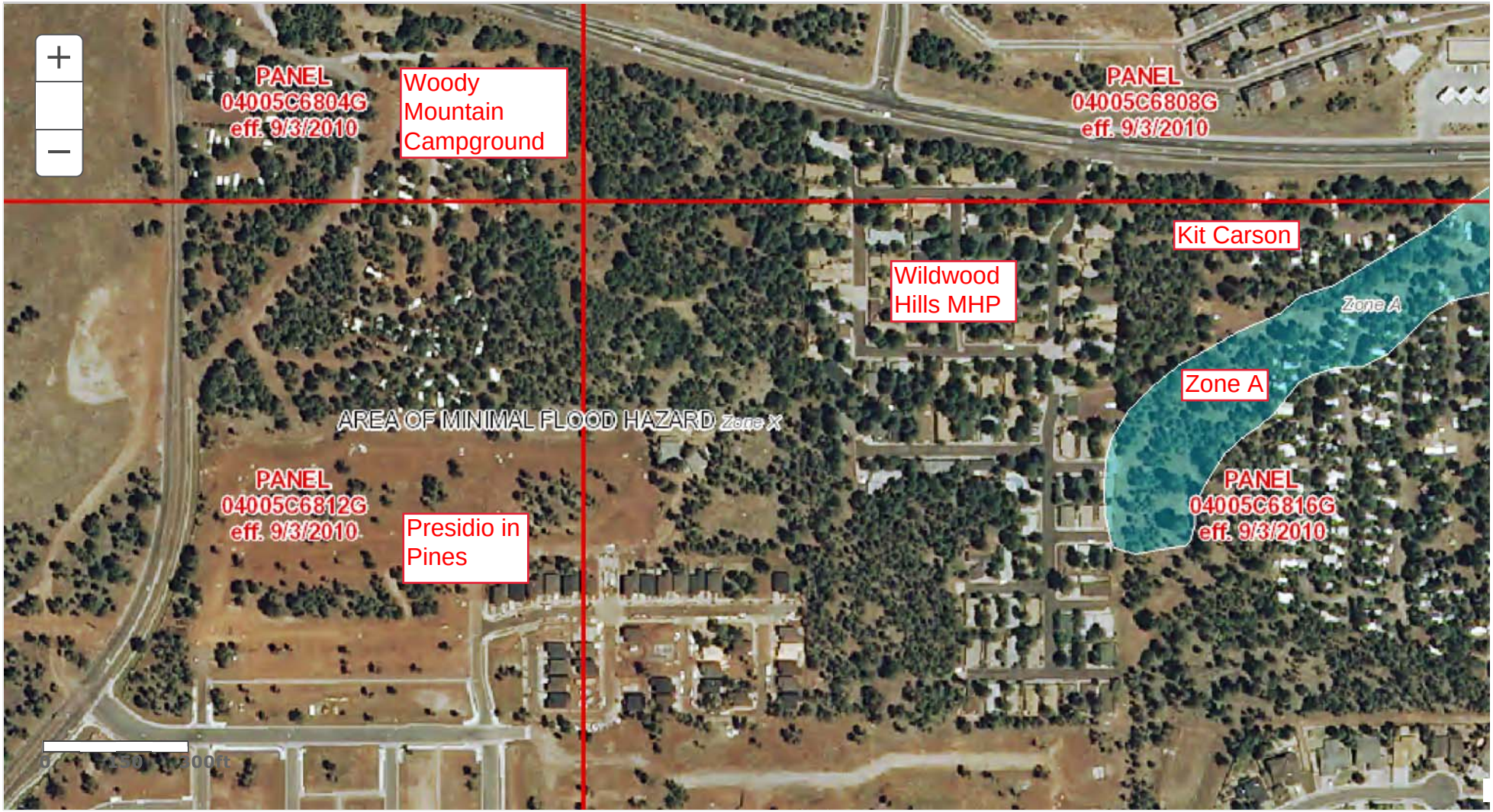




DRAFTED BY: SK DATE: 01/25/17 PROJ. NO.: 116050 FN: Vicinity Map.dwg	**WOODSON** ENGINEERING AND SURVEYING, INC. 124 N. ELDEN ST. FLAGSTAFF, AZ 86001 PHONE: (928) 774-4636 FAX: (928) 774-4646	WILDWOOD HILLS VICINITY MAP FLAGSTAFF, AZ

Home FEMA's National Flood Hazard Layer (Official)

Details | Basemap | Share Print Measure Find address or p



Wildwood Hills MHP: FEMA Flood Zones Exhibt

Not to Scale

USDA United States Department of Agriculture Natural Resources Conservation Service

Web Soil Survey

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A A A

Area of Interest (AOI) | Soil Map | Soil Data Explorer | Download Soils Data | Shopping Cart (Free)

Printable Version | Add to Shopping Cart

Search

Map Unit Legend

HSG C

HSG D

Oak Creek-San Francisco Peaks Area, Arizona, Part of Coconino County (AZ693)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
1	Jacques clay loam, 0 to 2 percent slopes	31.7	4.5%
2	Brolliar stony clay loam, 0 to 2 percent slopes	159.2	22.9%
2A	Brolliar stony clay loam, 2 to 8 percent slopes	193.2	27.7%
2B	Brolliar stony clay loam, 8 to 30 percent slopes	16.2	2.3%
12	Brolliar cobbly clay loam, deep variant, 0 to 5 percent slopes	270.0	38.8%
15A	Tortugas-Daze complex, 0 to 15 percent slopes	25.9	3.7%
Totals for Area of Interest		**696.2**	**100.0%**

HSG D

HSG D

HSG C

HSG D

Soil Map

Scale (not to scale)



Warning: Soil Map may not be valid at this scale.

You have zoomed in beyond the scale at which the soil map for this area is intended to be used. Mapping of soils is done at a particular scale. The soil your AOI were mapped at 1:24,000. The design of map units and the level of detail shown in the resulting soil map are dependent on that map scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps areas of contrasting soils that could have been shown at a more detailed scale.

WILDWOOD HILLS-SOILS MAP

Soil Data Available

Name	Area Symbol	Data Availability	Version
Oak Creek-San Francisco Peaks Area, Arizona, Part of Coconino County	AZ693	Tabular and Spatial, incomplete	Survey Area: Version 5, Sep 14, 2014 Tabular: Version 4, Sep 14, 2014 Spatial: Version 2, Dec 17, 2013

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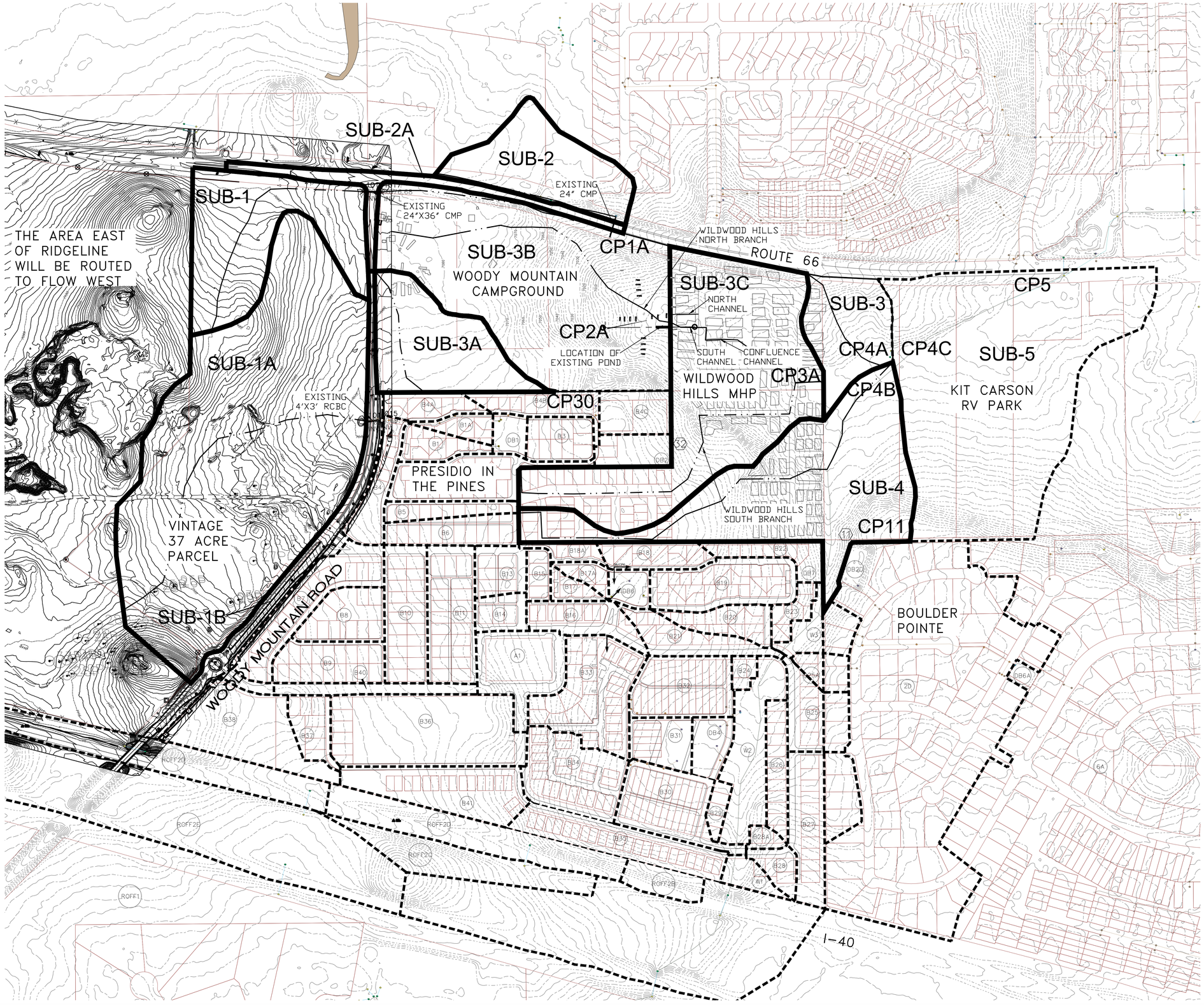

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SCALE: 1" = 200'
CONTOUR INTERVAL: 2'

LEGEND

- DRAINAGE AREA
- REFERENCED DRAINAGE AREA
- TRAVEL PATH
- SUB-1 DRAINAGE AREA ID
- CP1 COMBINATION POINT ID
- B3 REFERENCED DRAINAGE AREA ID
- 32 REFERENCED COMBINATION POINT ID

NOTE: TOPOGRAPHY USED FOR BASIN DELINEATION AND DETENTION BASIN GRADING IS BASED ON CITY OF FLAGSTAFF'S 2-FOOT GIS CONTOURS.

CHANNEL ID	CAPACITY (CFS)
NORTH CHANNEL	33
SOUTH CHANNEL	33
CONFLUENCE CHANNEL	18.5

CP ID	COMBINING BASINS/CPs	FLOW RATE Q100 (CFS) WITHOUT DETENTION BASIN@ WILDWOOD HILLS MHP
CP-1A	SUB-1,2,2A	42
CP-30	SUB-1A,1B,3A, B-4,B-4A,B1A,B4B,B3	112[2]/93[3]/124[4]
CP-2A	CP-1A+CP-30 +SUB-3B	191
DET OUT	FLOW FROM DETENTION	-
CP-3A	CP-2A+CP-3C	247
CP-11[5]	SEE NOTE[1]	456[2]/420[3]
CP-4A[5]	CP-3A+SUB-1	251
CP-4B[5]	CP11+SUB-4	433
CP-4C[5]	CP-4A+CP-4B	641
CP-5[5]	CP-4+SUB-5	695

Note 1: TOO MANY BASINS TO LIST. PLEASE REFER TO PRESIDIO DRAINAGE STUDY
Note 2: PRE-DEVELOPED FLOWS-REFERENCED FROM PRESIDIO DRAINAGE STUDY
Note 3: POST-DEVELOPED FLOWS-REFERENCED FROM PRESIDIO DRAINAGE STUDY
Note 4: THIS INCLUDES FLOW FROM BURN AREA WITH REVISED CURVE NUMBERS
Note 5: THESE COMBINATION POINTS ARE ADDED FOR INFORMATION ONLY AS THESE ARE DOWNSTREAM OF WILDWOOD HILLS. THERE ARE OTHER AREAS THAT ARE NOT A PART OF SUBJECT DRAINAGE STUDY THAT CONTRIBUTE FLOW TO THESE COMBINATION POINTS

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01-27-17

WILDWOOD HILLS
EXHIBIT 1
DRAINAGE MAP:EXISTING CONDITION

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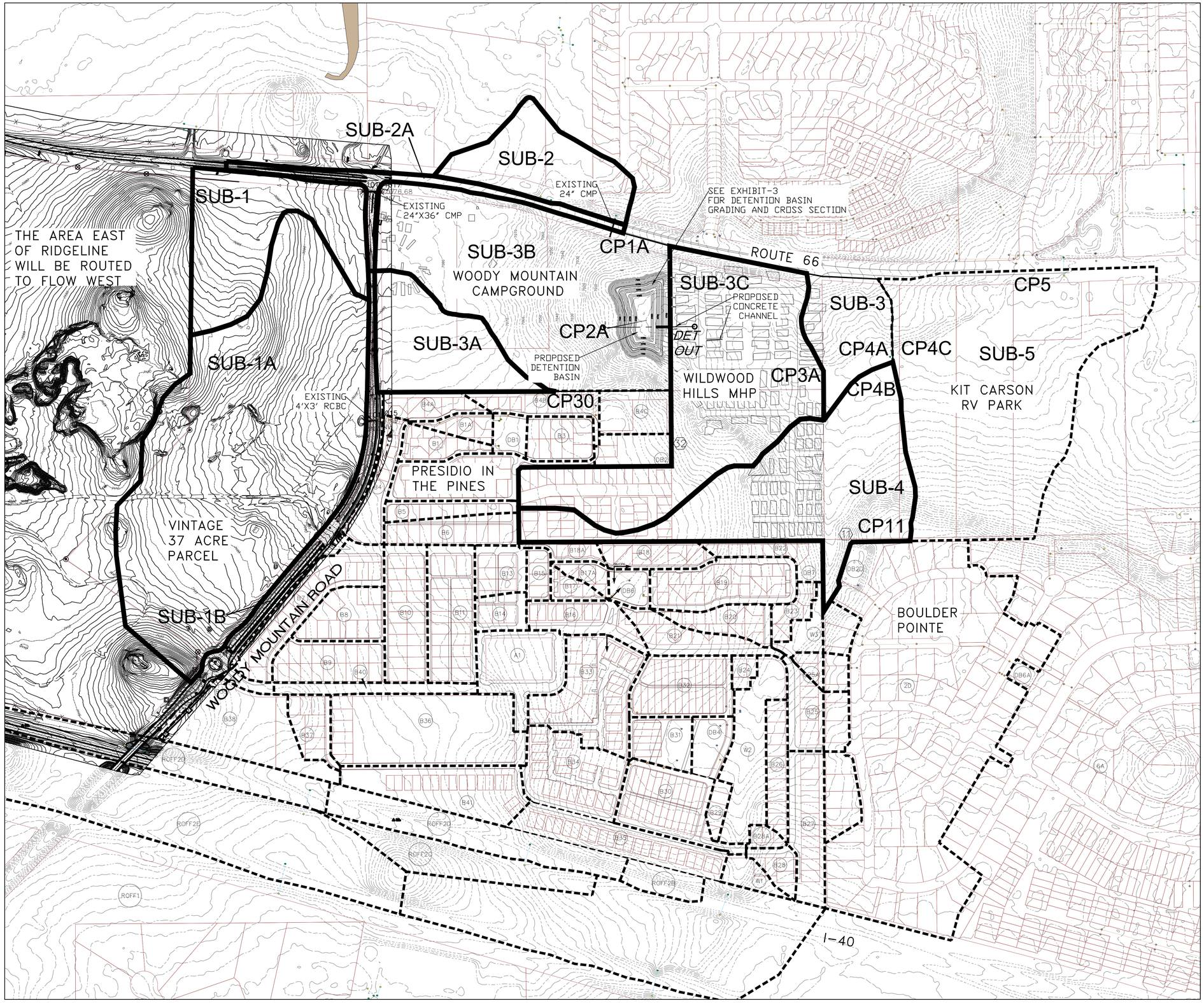
DATE: 01-27-17
PROJ. NO.: 116050
FN: 116050 DRAINAGE.dwg



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0 100 200 400

SCALE: 1" = 200'
CONTOUR INTERVAL: 2'

LEGEND

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- REFERENCED DRAINAGE AREA
- TRAVEL PATH
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NOTE: TOPOGRAPHY USED FOR BASIN DELINEATION AND DETENTION BASIN GRADING IS BASED ON CITY OF FLAGSTAFF'S 2-FOOT GIS CONTOURS.

CP ID	COMBINING BASINS/CPs	FLOW RATE Q100 (CFS) WITHOUT DETENTION BASIN@ WILDWOOD HILLS MHP	FLOW RATE Q100 (CFS) WITH NEW DETENTION BASIN @WILDWOOD HILLS MHP
CP-1A	SUB-1,2,2A	42	42
CP-30	SUB-1A,1B,3A, B-4,B-4A,B1A,B4B,B3	112[2]/93[3]/124[4]	124
CP-2A	CP-1A+CP-30 +SUB-3B	191	191
DET OUT	FLOW FROM DETENTION	-	78
CP-3A	CP-2A+CP-3C	247	112
CP-11[5]	SEE NOTE[1]	456[2]/420[3]	419
CP-4A[5]	CP-3A+SUB-1	251	116
CP-4B[5]	CP11+SUB-4	433	432
CP-4C[5]	CP-4A+CP-4B	641	532
CP-5[5]	CP-4+SUB-5	695	555

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01-27-17

WILDWOOD HILLS
EXHIBIT-2
FLOW ATTENUATION FACILITIES MAP

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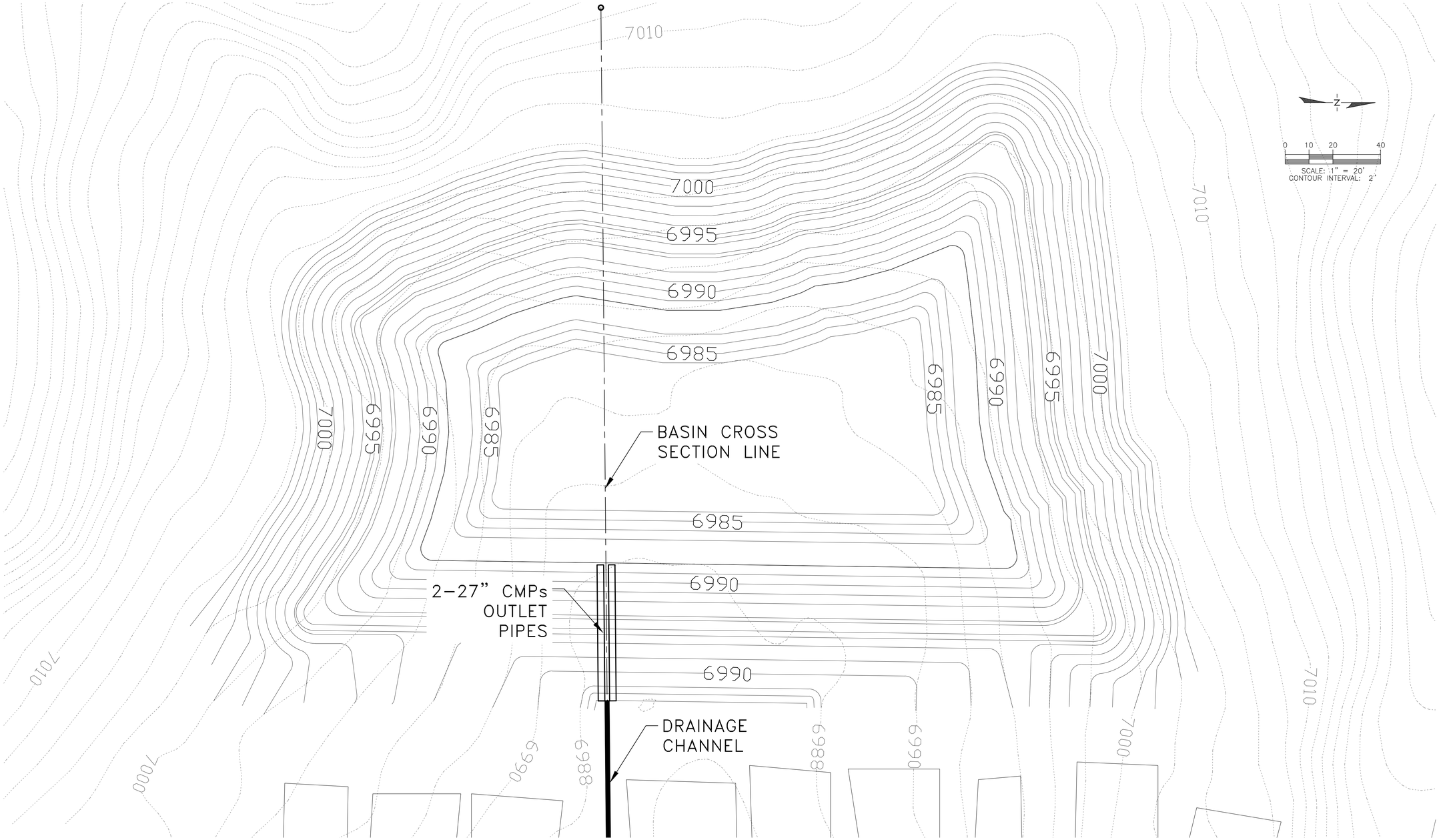
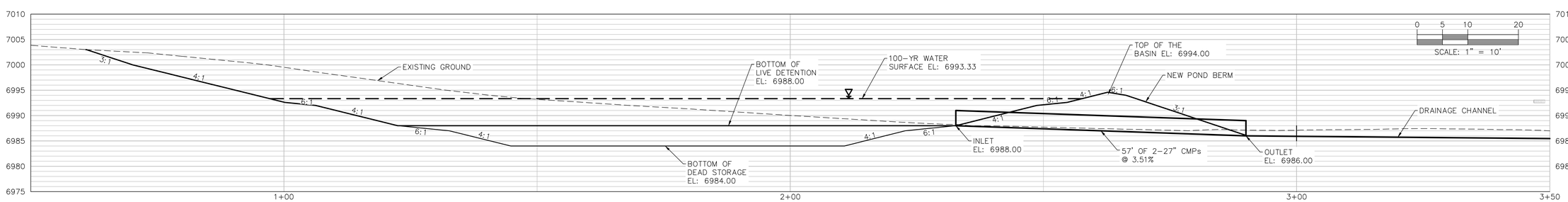
DATE: 01-27-17
PROJ. NO.: 116050
FN: 116050 DRAINAGE.dwg

124





DETENTION BASIN CROSS SECTION VIEW

WOODSON ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 FAX: (928) 774-4646

116050

01-27-17

WILDWOOD HILLS
EXHIBIT-3
DETENTION BASIN-GRADING AND CROSS SECTION

DRAFTED BY: RRW/SK
DATE: 01-27-17
PROJ. NO.: 116050
FN: 116050 DRAINAGE.dwg

APPENDIX B: HYDROLOGY

COMPOSITE CURVE NUMBER CALCULATIONS
TIME OF CONCENTRATION CALCULATIONS
DRAINAGE AREA SUMMARY
HEC-1 OUTPUT-EXISTING CONDITIONS
HEC-1 OUTPUT WITH FLOW ATTENUATION FACILITIES

Composite Curve Number (CN) Calculations

Drainage Area ID	Total Area (ac)	Total Area (sq mi)	Soil Map Symbol	Hydrologic Group	Cover Type	SCS Curve Number	Area for Individual CN	Composite SCS CN
1	7.87	0.012	2A	D	Open Space (<50% grass cover)	89	1.62	86.62
					-	NA	NA	
			12	C	Open Space (<50% grass cover)	86	6.25	
					-	NA	NA	
1A	30.50	0.048	2	D	Open Space (<50% grass cover)	89	14.24	87.40
					-	NA	NA	
			12	C	Open Space (<50% grass cover)	86	16.26	
					-	NA	NA	
Sub-1B	3.11	0.005	2	D	Ponderosa Pine (Fair)	NA	NA	92.75
					Paved Street w/ Open Ditches	93	2.34	
			12	C	Ponderosa Pine (Fair)	NA	NA	
					Paved Street w/ Open Ditches	92	0.77	
Sub-2	5.13	0.008	2	D	Residential - 1/8 Acre	92	0.85	81.67
			2A	D	Residential - 1/8 Acre	92	1.07	
			12	C	Ponderosa Pine (Fair)	65	1.61	
					Open Space (<50% grass cover)	86	1.61	
Sub-2A	2.11	0.003	2A	D	Ponderosa Pine (Fair)	NA	NA	92.35
					Paved Street w/ Open Ditches	93	0.74	
			12	C	Ponderosa Pine (Fair)	NA	NA	
					Paved Street w/ Open Ditches	92	1.37	
Sub-3	3.80	0.006	2A	D	Ponderosa Pine (Fair)	75	0.07	77.80
			15A	D	Ponderosa Pine (Fair)	75	3.10	
					Residential - 1/8 Acre	92	0.63	
Sub-3A	5.53	0.009	12	D	Ponderosa Pine (Fair)	75	2.77	78.50
					Residential - 2 Acre	82	2.77	
Sub-3B	18.48	0.029	2A	D	Ponderosa Pine (Fair)	75	8.72	73.10
			12	C	Ponderosa Pine (Fair)	65	4.38	
					Residential - 2 Acre	77	4.38	
			15A	D	Ponderosa Pine (Fair)	75	0.99	
Sub-3C	16.34	0.026	2A	D	Ponderosa Pine (Fair)	75	3.15	88.29
					Residential - 1/8 Acre	92	3.72	
			12	C	Residential - 1/8 Acre	90	3.56	
			15A	D	Residential - 1/8 Acre	92	5.91	
Sub-4	13.46	0.021	2A	D	Ponderosa Pine (Fair)	75	7.37	81.06
					Residential - 1/8 Acre	92	3.44	
			12	C	Residential - 1/8 Acre	90	1.54	
			15A	D	Ponderosa Pine (Fair)	75	1.11	

Sub-1

Sheet Flow

Input Data		
	Elev Start [ft]	7106
	Elev End [ft]	7105
	Length [ft]	70
	n (Short Grass)	0.15
OUTPUT		
	S [ft/ft]	0.01
	Tt [hr]	0.178

Shallow Concentrated Flow

Unpaved		
	Elev Start [ft]	7105
	Elev End [ft]	7095
	Length [ft]	335
OUTPUT		
	S [ft/ft]	0.0299
	V [ft/s]	2.79
	Tt [min]	2.00
	Tt [hr]	0.033

Open Channel Flow

INPUT DATA:				
	Elev Start [ft]	7095		
	Elev End [ft]	7077		
	Length [ft]	695		
	Bottom Width [ft]	6.00		
	Left Side Slope [ft]	15.00		
	Right Side Slope [ft]	20.00		
	Manning's n	0.040		
	Channel Slope [ft/ft]	0.0259		
	Depth [ft]	1.00		
OUTPUT				
	Top Width [ft]	41.00		
	Area [sf]	23.50		
	Wetted Perimeter [ft]	41.06		
	Hydraulic Radius	0.57		
	Velocity [fps]	4.12		
	Flow [cfs]	96.9	Tc [hr]	0.258
	Tt [min]	2.81	Tc [min]	15.47
	Tt [hr]	0.047	SCS Lag [hr]	0.155

Sub-1A

Sheet Flow

Input Data		
	Elev Start [ft]	7113
	Elev End [ft]	7111
	Length [ft]	98
	n (Woods-Light Underbrush)	0.15
OUTPUT		
	S [ft/ft]	0.02
	Tt [hr]	0.202

Shallow Concentrated Flow

Unpaved		
	Elev Start [ft]	7111
	Elev End [ft]	7098
	Length [ft]	561
	Output	
	S [ft/ft]	0.0232
	V [ft/s]	2.46
	Tt [min]	3.81
	Tt [hr]	0.063

Open Channel Flow

INPUT DATA:				
	Elev Start [ft]	7098		
	Elev End [ft]	7070		
	Length [ft]	904		
	Bottom Width [ft]	15.00		
	Left Side Slope [ft]	15.00		
	Right Side Slope [ft]	10.00		
	Manning's n	0.040		
	Channel Slope [ft/ft]	0.0310		
	Depth [ft]	1.00		
OUTPUT DATA:				
	Top Width [ft]	40.00		
	Area [sf]	27.50		
	Wetted Perimeter [ft]	40.08		
	Hydraulic Radius	0.69		
	Velocity [fps]	5.09		
	Flow [cfs]	139.9	Tc [hr]	0.314
	Tt [min]	2.96	Tc [min]	18.87
	Tt [hr]	0.049	SCS Lag [hr]	0.189

Sub-1B

Sheet Flow

Input Data		
	Elev Start [ft]	7131
	Elev End [ft]	7130
	Length [ft]	24
	n (Asphalt)	0.011
OUTPUT		
	S [ft/ft]	0.04
	Tt [hr]	0.006

Shallow Concentrated Flow

Unpaved		
	Elev Start [ft]	7130
	Elev End [ft]	7113
	Length [ft]	490
	Output	
	S [ft/ft]	0.0347
	V [ft/s]	3.01
	Tt [min]	2.72
	Tt [hr]	0.045

Open Channel Flow

INPUT DATA:				
	Elev Start [ft]	7113		
	Elev End [ft]	7076		
	Length [ft]	1223		
	Bottom Width [ft]	1.50		
	Left Side Slope [ft]	1.00		
	Right Side Slope [ft]	0.50		
	Manning's n	0.020		
	Channel Slope [ft/ft]	0.0303		
	Depth [ft]	1.00		
OUTPUT DATA:				
	Top Width [ft]	3.00		
	Area [sf]	2.25		
	Wetted Perimeter [ft]	4.03		
	Hydraulic Radius	0.56		
	Velocity [fps]	8.76	Tc [hr]	0.090
	Flow [cfs]	19.7	Tc [min]	6.00 (Min. 6 min)
	Tt [min]	2.33	SCS Lag [hr]	0.054
	Tt [hr]	0.039		

Sub-2A

Sheet Flow

Input Data		
	Elev Start [ft]	7087.5
	Elev End [ft]	7087
	Length [ft]	24
	n (Asphalt)	0.011
OUTPUT		
	S [ft/ft]	0.02
	Tt [hr]	0.008

Shallow Concentrated Flow

Unpaved		
	Elev Start [ft]	7087
	Elev End [ft]	7080
	Length [ft]	452
	Output	
	S [ft/ft]	0.0155
	V [ft/s]	2.01
	Tt [min]	3.75
	Tt [hr]	0.063

Open Channel Flow

INPUT DATA:				
	Elev Start [ft]	7080		
	Elev End [ft]	7040		
	Length [ft]	988		
	Bottom Width [ft]	5.00		
	Left Side Slope [ft]	10.00		
	Right Side Slope [ft]	12.00		
	Manning's n	0.020		
	Channel Slope [ft/ft]	0.0405		
	Depth [ft]	1.00		
OUTPUT DATA:				
	Top Width [ft]	27.00		
	Area [sf]	16.00		
	Wetted Perimeter [ft]	27.09		
	Hydraulic Radius	0.59		
	Velocity [fps]	10.52		
	Flow [cfs]	168.4	Tc [hr]	0.097
	Tt [min]	1.56	Tc [min]	10.00 (Min. 10 min)
	Tt [hr]	0.026	SCS Lag [hr]	0.058

Sub-2

Sheet Flow

Input Data		
	Elev Start [ft]	7076
	Elev End [ft]	7075
	Length [ft]	33
	n (short grass)	0.15
OUTPUT		
	S [ft/ft]	0.03
	Tt [hr]	0.072

Shallow Concentrated Flow

Unpaved		
	Elev Start [ft]	7075
	Elev End [ft]	7060
	Length [ft]	389
	Output	
	S [ft/ft]	0.0386
	V [ft/s]	3.17
	Tt [min]	2.05
	Tt [hr]	0.034

Open Channel Flow

INPUT DATA:				
	Elev Start [ft]	7060		
	Elev End [ft]	7040		
	Length [ft]	375		
	Bottom Width [ft]	2.00		
	Left Side Slope [ft]	5.00		
	Right Side Slope [ft]	5.00		
	Manning's n	0.040		
	Channel Slope [ft/ft]	0.0533		
	Depth [ft]	1.00		
OUTPUT DATA:				
	Top Width [ft]	12.00		
	Area [sf]	7.00		
	Wetted Perimeter [ft]	12.20		
	Hydraulic Radius	0.57		
	Velocity [fps]	5.92		
	Flow [cfs]	41.5	Tc [hr]	0.124
	Tt [min]	1.05	Tc [min]	7.42
	Tt [hr]	0.018	SCS Lag [hr]	0.074

Sub-3

Sheet Flow

Input Data		
	Elev Start [ft]	7001
	Elev End [ft]	6998
	Length [ft]	80
	n (short grass)	0.15
OUTPUT		
	S [ft/ft]	0.04
	Tt [hr]	0.134

Shallow Concentrated Flow

Unpaved		
	Elev Start [ft]	6998
	Elev End [ft]	6964
	Length [ft]	404
	Output	
	S [ft/ft]	0.0842
	V [ft/s]	4.68
	Tt [min]	1.44
	Tt [hr]	0.024

Open Channel Flow

INPUT DATA:				
	Elev Start [ft]	6964		
	Elev End [ft]	6962		
	Length [ft]	104		
	Bottom Width [ft]	2.00		
	Left Side Slope [ft]	20.00		
	Right Side Slope [ft]	20.00		
	Manning's n	0.040		
	Channel Slope [ft/ft]	0.0192		
	Depth [ft]	1.00		
OUTPUT DATA:				
	Top Width [ft]	42.00		
	Area [sf]	22.00		
	Wetted Perimeter [ft]	42.05		
	Hydraulic Radius	0.52		
	Velocity [fps]	3.34		
	Flow [cfs]	73.6	Tc [hr]	0.167
	Tt [min]	0.52	Tc [min]	10.02
	Tt [hr]	0.009	SCS Lag [hr]	0.100

Sub-3A

Sheet Flow

Input Data		
	Elev Start [ft]	7083
	Elev End [ft]	7081
	Length [ft]	92
	n (short grass)	0.15
OUTPUT		
	S [ft/ft]	0.02
	Tt [hr]	0.187

Shallow Concentrated Flow

Unpaved		
	Elev Start [ft]	7081
	Elev End [ft]	7070
	Length [ft]	506
	Output	
	S [ft/ft]	0.0217
	V [ft/s]	2.38
	Tt [min]	3.55
	Tt [hr]	0.059

Tc [hr]	0.246
Tc [min]	14.76
SCS Lag [hr]	0.148

Sub-3B

Sheet Flow

Input Data		
	Elev Start [ft]	7081
	Elev End [ft]	7080
	Length [ft]	99
	n (short grass)	0.15
OUTPUT		
	S [ft/ft]	0.01
	Tt [hr]	0.269

Shallow Concentrated Flow

Unpaved		
	Elev Start [ft]	7080
	Elev End [ft]	7076
	Length [ft]	384
	Output	
	S [ft/ft]	0.0104
	V [ft/s]	1.65
	Tt [min]	3.89
	Tt [hr]	0.065

Open Channel Flow

INPUT DATA:				
	Elev Start [ft]	7076		
	Elev End [ft]	6962		
	Length [ft]	912		
	Bottom Width [ft]	5.00		
	Left Side Slope [ft]	20.00		
	Right Side Slope [ft]	20.00		
	Manning's n	0.040		
	Channel Slope [ft/ft]	0.1250		
	Depth [ft]	2.00		
OUTPUT DATA:				
	Top Width [ft]	85.00		
	Area [sf]	90.00		
	Wetted Perimeter [ft]	85.10		
	Hydraulic Radius	1.06		
	Velocity [fps]	13.63		
	Flow [cfs]	1227.1	Tc [hr]	0.353
	Tt [min]	1.11	Tc [min]	21.16
	Tt [hr]	0.019	SCS Lag [hr]	0.212

Sub-3C

Sheet Flow

Input Data	
Elev Start [ft]	7062
Elev End [ft]	7061
Length [ft]	80
n (short grass)	0.15
OUTPUT	
S [ft/ft]	0.01
Tt [hr]	0.209

Shallow Concentrated Flow

Paved	
Elev Start [ft]	7061
Elev End [ft]	7042
Length [ft]	653
Output	
S [ft/ft]	0.0291
V [ft/s]	3.47
Tt [min]	3.14
Tt [hr]	0.052

Open Channel Flow

INPUT DATA:	
Elev Start [ft]	7042
Elev End [ft]	7004
Length [ft]	386
Bottom Width [ft]	5.00
Left Side Slope [ft]	25.00
Right Side Slope [ft]	25.00
Manning's n	0.035
Channel Slope [ft/ft]	0.0984
Depth [ft]	1.00
OUTPUT DATA:	
Top Width [ft]	55.00
Area [sf]	30.00
Wetted Perimeter [ft]	55.04
Hydraulic Radius	0.55
Velocity [fps]	8.89
Flow [cfs]	266.7
Tt [min]	0.72
Tt [hr]	0.012

Open Channel Flow

INPUT DATA:	
Elev Start [ft]	7004
Elev End [ft]	6968
Length [ft]	644
Bottom Width [ft]	2.00
Left Side Slope [ft]	5.00
Right Side Slope [ft]	5.00
Manning's n	0.016
Channel Slope [ft/ft]	0.0559
Depth [ft]	0.25
OUTPUT DATA:	
Top Width [ft]	4.50
Area [sf]	0.81
Wetted Perimeter [ft]	4.55
Hydraulic Radius	0.18
Velocity [fps]	6.96
Flow [cfs]	5.7
Tt [min]	1.54
Tt [hr]	0.026
Tc [hr]	0.299
Tc [min]	17.92
SCS Lag [hr]	0.179

Sub-4

Sheet Flow

Input Data		
	Elev Start [ft]	7061
	Elev End [ft]	7060
	Length [ft]	90
	n (short grass)	0.15
OUTPUT		
	S [ft/ft]	0.01
	Tt [hr]	0.240

Shallow Concentrated Flow

Paved		
	Elev Start [ft]	7060
	Elev End [ft]	6974
	Length [ft]	1471
	Output	
	S [ft/ft]	0.0585
	V [ft/s]	4.91
	Tt [min]	4.99
	Tt [hr]	0.083

Open Channel Flow

INPUT DATA:			
	Elev Start [ft]	6974	
	Elev End [ft]	6962	
	Length [ft]	564	
	Bottom Width [ft]	5.00	
	Left Side Slope [ft]	25.00	
	Right Side Slope [ft]	25.00	
	Manning's n	0.040	
	Channel Slope [ft/ft]	0.0213	
	Depth [ft]	1.00	
OUTPUT DATA:			
	Top Width [ft]	55.00	
	Area [sf]	30.00	
	Wetted Perimeter [ft]	55.04	
	Hydraulic Radius	0.55	
	Velocity [fps]	3.62	
	Flow [cfs]	108.5	Tc [hr] 0.367
	Tt [min]	2.60	Tc [min] 22.00
	Tt [hr]	0.043	SCS Lag [hr] 0.220

Wildwood Hills
Mobile Home Park
Drainage Area Summary

Calc By: SK
Date: 01/19/17

Drainage Area ID	Area		CN	Tc	Tlag=0.6*Tc
	acres	sq.miles		min	(hr)
Sub-1	7.87	0.012	86.62	15.47	0.155
Sub-1A	30.50	0.048	87.40	18.87	0.189
Sub-1B	3.11	0.005	92.75	6	0.060
Sub-2	5.13	0.008	81.67	7.42	0.074
Sub-2A	2.11	0.003	92.35	10	0.100
Sub-3	3.80	0.006	77.80	10.02	0.100
Sub-3A	5.53	0.009	78.50	14.76	0.148
Sub-3B	18.48	0.029	73.10	21.16	0.212
Sub-3C	16.34	0.026	88.29	17.92	0.179
Sub-4	13.46	0.021	81.06	22	0.220

```
1*************************************
*                                   *                                    ***************************************
*                                   *                                    *                                     *
*   FLOOD HYDROGRAPH PACKAGE  (HEC-1)   *                                *    U.S. ARMY CORPS OF ENGINEERS     *
*               JAN   1997              *                                *    HYDROLOGIC ENGINEERING CENTER    *
*            VERSION 4.1                *                                *         609 SECOND STREET           *
*                                       *                                *       DAVIS, CALIFORNIA 95616       *
*  RUN DATE   26JAN17  TIME  17:43:22   *                                *           (916) 756-1104            *
*                                       *                                *                                     *
*************************************                                    ***************************************

                                        X     X  XXXXXXX   XXXXX          X
                                        X     X  X        X     X        XX
                                        X     X  X        X              X
                                        XXXXXXX  XXXX     X        XXXXX  X
                                        X     X  X        X              X
                                        X     X  X        X     X        X
                                        X     X  XXXXXXX   XXXXX         XXX
```

THIS PROGRAM REPLACES ALL PREVIOUS VERSIONS OF HEC-1 KNOWN AS HEC1 (JAN 73), HEC1GS, HEC1DB, AND HEC1KW.

THE DEFINITIONS OF VARIABLES -RTIMP- AND -RTIOR- HAVE CHANGED FROM THOSE USED WITH THE 1973-STYLE INPUT STRUCTURE.
THE DEFINITION OF -AMSKK- ON RM-CARD WAS CHANGED WITH REVISIONS DATED 28 SEP 81. THIS IS THE FORTRAN77 VERSION
NEW OPTIONS: DAMBREAK OUTFLOW SUBMERGENCE , SINGLE EVENT DAMAGE CALCULATION, DSS:WRITE STAGE FREQUENCY,
DSS:READ TIME SERIES AT DESIRED CALCULATION INTERVAL   LOSS RATE:GREEN AND AMPT INFILTRATION
KINEMATIC WAVE: NEW FINITE DIFFERENCE ALGORITHM


```
          LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

 *** FREE ***
                        *DIAGRAM
              1         ID        WILDWOOD HILLS
              2         ID        Existing-Conditions HEC-1 Model
              3         ID        100-year, 6-hour Model
              4         ID        Woodson Engineering and Surveying Inc
              5         ID        January 2017
              6         ID        Original Model for Presidio in the Pines
              7         ID        by TRC-BV Engineering
              8         ID        November 2, 2004
              9         ID        EXISTING CONDITION (WITHOUT DETENTION@WILWOOD HILLS MHP)
             10         IT       5       0       0     300
             11         IO       5       0       0
             12         IN       5       0       0
                        *

             13         KK   SUB-1
             14         BA   0.012
             15         PH       1    0.96    0.71    1.37    2.21    2.56    2.76    3.18
             16         LS       0   86.62
             17         UD   0.155
                        *

             18         KK  RTRCH1
             19         KM   ROUTE HYDROGRAPH FROM SUB-1 TO CP1
```

```
   20          RS       8    FLOW      -1
   21          RC   0.050   0.035   0.050    1145   0.054
   22          RX       0      31      47      63      73     126     155     180
   23          RY      48      46      44      43      43      46      48      54
               *

   24          KK   SUB-2
   25          BA   0.008
   26          LS       0   81.67
   27          UD   0.074
               *

   28          KK  SUB-2A
   29          BA   0.003
   30          LS       0   92.35
   31          UD     0.1
               *

   32          KK    CP1A
   33          KM     COMBINE ROUTED HYDROGRAPHS FROM SUB-1,SUB-2 & SUB-2A
   34          HC       3
               *

   35          KK  RTRCH2
   36          KM         ROUTE HYDROGRAPH FROM CP1 TO CP2
   37          RS       8    FLOW      -1
   38          RC   0.050   0.035   0.050     465   0.073
   39          RX       0      35      52      87     117     157     203     248
   40          RY     106     102     100      97      97     100     104     106
               *
```



```
LINE           ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


   41          KK  SUB-3B
   42          KM    RUNOFF FROM SUB-3B
   43          BA    .029
   44          LS       0   73.10
   45          UD    .212
               *

   46          KK  BASIN4
   47          KM    RUNOFF FROM BASIN 4
   48          BA    .002
   49          LS       0   83.56
   50          UD    .086
               *

   51          KK   RCP26
   52          KM    ROUTE CP26 TO CP27
   53          RK     400    0.01   0.016       0      21      10      10
               *

   54          KK BASIN4A
   55          KM    RUNOFF FROM BASIN 4A
   56          BA    .002
   57          LS       0    86.0
   58          UD    .136
               *

   59          KK    CP27
   60          KM    COMBINE BASINS RCP26 & BASIN4A
   61          HC       2
               *
```

```
  62          KK BASIN1A
  63          KM    RUNOFF FROM BASIN 1A
  64          BA    .001
  65          LS       0    90.4
  66          UD    .054
              *

  67          KK    CP28
  68          KM    COMBINE BASINS BASIN1A & CP27
  69          HC       2
              *

  70          KK     DB1
  71          KM    DETENTION BASIN 1
  72          RS       1    STOR       0
  73          SV     0.0    0.02    0.09    0.15    0.23   0.31          0.39    0.40
  74          SE  7052.8  7053.0  7053.5  7054.0  7054.5  7055.0  7055.5      7055.52
  75          SQ     0.0    0.21    1.30    3.16    4.14   4.93          5.61    5.63
              *
1                                          HEC-1 INPUT                                          PAGE  3

LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


  76          KK    RDB1
  77          KM    ROUTE DB1 TO CP30
  78          RK     320    0.01   0.013       0    CIRC     0.5
              *

  79          KK BASIN4B
  80          KM    RUNOFF FROM BASIN 4B
  81          BA    .002
  82          LS       0   87.81
  83          UD    .071
              *

  84          KK  BASIN3
  85          KM    RUNOFF FROM BASIN 3
  86          BA    .002
  87          LS       0   90.80
  88          UD    .071
              *

  89          KK  SUB-1A
  90          KM    SUB-1A IN PREVIOUS STUDIES WAS ROFF3
  91          KM    RUNOFF FROM SUB-1A
  92          BA    .048
  93          LS       0   87.40
  94          UD    .189
              *

  95          KK RSUB-1A
  96          KM    ROUTE SUB-1A TO CP30
  97          RK    1200    0.01   0.013       0    CIRC     2.5
              *

  98          KK  SUB-1B
  99          KM    RUNOFF FROM SUB-1B
 100          BA    .005
 101          LS       0   92.75
 102          UD     .06
              *

 103          KK  SUB-3A
 104          KM    RUNOFF FROM SUB-3A
 105          BA    .009
```

```
 106          LS       0   78.50
 107          UD    .148
              *

 108          KK    CP30
 109          KM    COMBINE BASINS 3, 4B, DB1, & SUB-1A, SUB-1B
 110          HC       6
              *
```



```
LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

 111          KK  RTRCH3
 112          KM   ROUTE HYDROGRAPH FROM CP30 TO CP2
 113          RS       8    FLOW      -1
 114          RC   0.050   0.035   0.050     510   0.090
 115          RX       0      17      33      62      87      93     105     150
 116          RY     102     100      98      97      97      98     100     102
              *

 117          KK    CP2A
 118          KM     COMBINE ROUTED HYDROGRAPHS FROM CP30 &,CP1A WITH SUB-3B
 119          HC       3
              *

 120          KK  RTRCH4
 121          KM    ROUTE HYDROGRAPH FROM CP2 TO CP3
 122          RS       8    FLOW      -1
 123          RC   0.050   0.035   0.050     755   0.021
 124          RX       0      33      50     114     169     210     260     288
 125          RY      88      86      84      82      82      84      86      88
              *

 126          KK  SUB-3C
 127          KM    RUNOFF FROM SUB-3C
 128          BA    .026
 129          LS       0   88.29
 130          UD    .179
              *

 131          KK  BASIN5
 132          KM    RUNOFF FROM BASIN 5
 133          BA    .001
 134          LS       0   92.15
 135          UD    .085
              *

 136          KK RBASIN5
 137          KM    ROUTE BASIN5 TO CP29
 138          RK     182    0.01   0.016       0      21      10      10
              *

 139          KK  BASIN1
 140          KM    RUNOFF FROM BASIN 1
 141          BA    .002
 142          LS       0    75.5
 143          UD    .050
              *

 144          KK RBASIN1
 145          KM    ROUTE BASIN1 TO CP29
 146          RK     100    0.02   0.016       0      21      10      10
              *
```

```
LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

 147          KK  BASIN2
 148          KM    RUNOFF FROM BASIN 2
 149          BA    .004
 150          LS       0   90.82
 151          UD    .072
              *

 152          KK    CP29
 153          KM    COMBINE BASINS 1, 2, & 5 AT CP29
 154          HC       3
              *

 155          KK   RCP29
 156          KM    ROUTE CP29 TO DB2
 157          RK     400    0.02   0.016       0      27      10      10
              *

 158          KK     DB2
 159          KM    DETENTION BASIN 2
 160          RS       1    STOR       0
 161          SV     0.0    0.03    0.10    0.20    0.31    0.45    0.62    0.71
 162          SE  7030.5  7031.0  7032.0  7033.0  7034.0  7035.0  7036.0  7036.5
 163          SQ     0.0     0.3     0.7     0.9     1.1    1.25    1.39    1.46
              *

 164          KK    RDB2
 165          KM    ROUTE DB2 TO CP32
 166          RK     100    0.08   0.032       0      10       6       6
              *

 167          KK BASIN4C
 168          KM    RUNOFF FROM BASIN 4C
 169          BA    .002
 170          LS       0    76.8
 171          UD    .054
              *

 172          KK    CP32
 173          KM    COMBINE BASIN BASIN4C AND DB2
 174          HC       2
              *

 175          KK  RTRCH5
 176          KM         ROUTE HYDROGRAPH FROM CP32 TO CP3
 177          RS       8    FLOW      -1
 178          RC   0.050   0.035   0.050     670   0.090
 179          RX       0       5      10      12      16      22      29      35
 180          RY      98    97.6    97.4    97.3    97.3    97.4    97.6      98
              *
```



```
LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

 181          KK    CP3A
 182          KM     COMBINE SUB-3C WITH ROUTED HYDROGRAPHS FROM CP32 WITH CP2A
 183          HC       3
              *

 184          KK  RTRCH6
 185          KM         ROUTE HYDROGRAPH FROM CP3 TO CP4
 186          RS       8    FLOW      -1
 187          RC   0.050   0.035   0.050     470   0.017
```

```
188          RX       0       8      16      30      52      77     100     123
189          RY      68      67    66.5      66      66    66.5      67      68
             *

190          KK    SUB3
191          BA   0.006
192          LS       0   77.80
193          UD   0.100
             *

194          KK    CP4A
195          KM    COMBINE ROUTED HYDROGRAPH FROM CP3 WITH SUB-3 HYDROGRAPH
196          HC       2
             *

197          KK  ROFF2F
198          KM    RUNOFF FROM BASIN ROFF2F
199          BA    .010
200          LS       0   83.91
201          UD    .105
             *

202          KK RROFF2F
203          KM    ROUTE ROFF2F THRU CHANNEL TO PT7R
204          RK    3200    0.03   0.032       0      10       6       6
             *

205          KK  ROFF2E
206          KM    RUNOFF FROM BASIN ROFF2E
207          BA    .021
208          LS       0   81.12
209          UD    .220
             *

210          KK RROFF2E
211          KM    ROUTE ROFF2E THRU CHANNEL TO PT7R
212          RK    1500    0.03   0.032       0      10       6       6
             *

213          KK   ROFF1
214          KM    RUNOFF FROM BASIN ROFF1
215          BA    .423
216          LS       0   78.91
217          UD    .538
             *
```



```
LINE         ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

218          KK    CP33
219          KM    COMBINE RROFF2F, RROFF2E & ROFF1
220          HC       3
             *

221          KK   RCP33
222          KM    ROUTE CP33 THRU CHANNEL TO PT8R
223          RK     447    0.03   0.032       0      10       6       6
             *

224          KK  ROFF2C
225          KM    RUNOFF FROM BASIN ROFF2C
226          BA    .005
227          LS       0   80.99
228          UD    .131
             *
```

```
 229          KK RROFF2C
 230          KM    ROUTE ROFF2C THRU CHANNEL TO CP2D
 231          RK     117    0.03   0.032       0      10       6       6
              *

 232          KK  ROFF2G
 233          KM    RUNOFF FROM BASIN ROFF2G
 234          BA    .007
 235          LS       0   88.55
 236          UD    .292
              *

 237          KK RROFF2G
 238          KM    ROUTE ROFF2G THRU CHANNEL TO CP2D(WORST CASE)
 239          RK    1750    0.03   0.032       0      10       6       6
              *

 240          KK  ROFF2D
 241          KM    RUNOFF FROM BASIN ROFF2D
 242          BA    .006
 243          LS       0   89.39
 244          UD    .164
              *

 245          KK BASIN38
 246          KM    RUNOFF FROM BASIN 38
 247          BA    .005
 248          LS       0   76.80
 249          UD    .070
              *

 250          KKRBASIN38
 251          KM    ROUTE BASIN 38 THRU OFF2D TO CP2D
 252          RK    1280    0.03   0.032       0      10       6       6
              *
```



```
LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

 253          KK    CP2D
 254          KM    COMBINE RROFF2C, ROFF2D, RROFF2G, RBASIN38
 255          HC       4
              *

 256          KK   RCP2D
 257          KM    ROUTE RCP2D THRU 24" PIPE TO CP2B
 258          RK     400    0.01   0.013       0    CIRC     2.0
              *

 259          KK  ROFF2B
 260          KM    RUNOFF FROM BASIN ROFF2B
 261          BA   .0010
 262          LS       0   88.55
 263          UD    .052
              *

 264          KK    CP2B
 265          KM    COMBINE RCP2D & ROFF2B
 266          HC       2
              *

 267          KK   RCP2B
 268          KM    ROUTE CP2B THRU 24" PIPE TO PT8B
 269          RK     130    0.01   0.013       0    CIRC     2.0
```

```
                *

 270            KK  ROFF2A
 271            KM    RUNOFF FROM BASIN ROFF2A
 272            BA    .022
 273            LS       0   81.62
 274            UD    .201
                *

 275            KK RROFF2A
 276            KM    ROUTE ROFF2A THRU CHANNEL TO CP20
 277            RK     100    0.03   0.032       0      10       6       6
                *

 278            KK   WASH1
 279            KM    RUNOFF FROM BASIN WASH1
 280            BA    .001
 281            LS       0      77
 282            UD    .050
                *

 283            KK    CP20
 284            KM    COMBINE RCP33, WASH1, RROFF2A, RCP2B
 285            HC       4
                *
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LINE            ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


 286            KK   RCP20
 287            KM    ROUTE CP20 THRU CHANNEL TO CP23
 288            RK     930    0.03   0.032       0      10       6       6
                *

 289            KK BASIN37
 290            KM    RUNOFF FROM BASIN37
 291            BA    .003
 292            LS       0   80.57
 293            UD    .098
                *

 294            KKRBASIN37
 295            KM    ROUTE BASIN37 TO CP16
 296            RK     800    0.04   0.016       0      27      10      10
                *

 297            KK BASIN36
 298            KM    RUNOFF FROM BASIN 36
 299            BA    .012
 300            LS       0   94.97
 301            UD    .153
                *

 302            KK    CP16
 303            KM    COMBINE RBASIN37 AND BASIN36
 304            HC       2
                *

 305            KK   RCP16
 306            KM    ROUTE CP16 TO CP17
 307            RK     200    0.04   0.016       0      30      10      10
                *

 308            KK BASIN41
 309            KM    RUNOFF FROM BASIN41
```

```
 310          BA    .005
 311          LS       0   79.02
 312          UD    .070
              *

 313          KK    CP17
 314          KM    COMBINE RCP16 AND BASIN41
 315          HC       2
              *

 316          KK   RCP17
 317          KM    ROUTE CP17 THRU BASIN35 TO CP19
 318          RK     760    0.01   0.016       0      30      10      10
              *
```



```
LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

 319          KK BASIN35
 320          KM    RUNOFF FROM BASIN 35
 321          BA    .004
 322          LS       0   88.99
 323          UD    .155
              *

 324          KK BASIN28
 325          KM    RUNOFF FROM BASIN 28
 326          BA    .001
 327          LS       0   86.80
 328          UD    .082
              *

 329          KK    CP19
 330          KM    COMBINE BASIN41, BASINS 35 & 28
 331          HC       3
              *

 332          KK   RCP19
 333          KM    ROUTE CP19 THRU BASIN 30 TO CP21
 334          RK     300    0.03   0.016       0      27      10      10
              *

 335          KK BASIN39
 336          KM    RUNOFF FROM BASIN 39
 337          BA    .001
 338          LS       0      98
 339          UD    .050
              *

 340          KKRBASIN39
 341          KM    ROUTE BASIN39 TO CP12
 342          RK     900    0.03   0.016       0      44      10      10
              *

 343          KK BASIN40
 344          KM    RUNOFF FROM BASIN 40
 345          BA    .002
 346          LS       0      98
 347          UD    .089
              *

 348          KK    CP12
 349          KM    COMBINE RBASIN30 & BASIN 40 AT CP12
 350          HC       2
              *
```

```
 351          KK   RCP12
 352          KM    ROUTE CP12 TO CP13
 353          RK     585    0.01   0.016       0      39      10      10
              *
```



```
LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


 354          KKAMPHITHEATER
 355          KM    RUNOFF FROM AMP
 356          BA    .004
 357          LS       0   76.14
 358          UD    .050
              *

 359          KK BASIN14
 360          KM    RUNOFF FROM BASIN 14
 361          BA    .001
 362          LS       0   91.88
 363          UD    .065
              *

 364          KK    CP13
 365          KM    COMBINE RCP12, BASIN14 & AMPHITHEATER
 366          HC       3
              *

 367          KK   RCP13
 368          KM    ROUTE CP13 TO CP14
 369          RK     350    0.04   0.016       0      39      10      10
              *

 370          KK BASIN16
 371          KM    RUNOFF FROM BASIN 16
 372          BA    .003
 373          LS       0   91.40
 374          UD    .087
              *

 375          KK    CP14
 376          KM    COMBINE RCP13 & BASIN16 AT CP14
 377          HC       2
              *

 378          KK   RCP14
 379          KM    ROUTE CP14 THRU CP18
 380          RK     520    0.01   0.016       0      27      10      10
              *

 381          KK BASIN33
 382          KM    RUNOFF FROM BASIN 33
 383          BA    .006
 384          LS       0   93.41
 385          UD    .066
              *

 386          KK BASIN34
 387          KM    RUNOFF FROM BASIN 34
 388          BA    .005
 389          LS       0   88.11
 390          UD    .057
              *
```

```
LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

 391          KK    CP18
 392          KM    COMBINE RCP14, BASIN33 & BASIN34 AT CP18
 393          HC       3
              *

 394          KK   RCP18
 395          KM    ROUTE CP18 THRU BASIN 30 TO CP21
 396          RK     340    0.01   0.016       0      27      10      10
              *

 397          KK BASIN30
 398          KM    RUNOFF FROM BASIN30
 399          BA    .004
 400          LS       0   92.91
 401          UD    .066
              *

 402          KK    CP21
 403          KM    COMBINE RCP19, RCP18 & BASIN30 AT CP21
 404          HC       3
              *

 405          KK   RCP21
 406          KM    ROUTE CP21 TO CP31
 407          RK      50    0.02   0.025       0      27      10      10
              *

 408          KK BASIN31
 409          KM    RUNOFF FROM BASIN 31
 410          BA    .001
 411          LS       0   92.60
 412          UD    .064
              *

 413          KK    CP31
 414          KM    COMBINE RCP21 & BASIN31 AT CP31
 415          HC       2
              *

 416          KK     DB4
 417          KM    DETENTION BASIN 4 (KEY OUTLET)
 418          RS       1    STOR       0
 419          SV     0.0     0.7     1.5     2.4     3.3     4.2     4.7
 420          SE  7005.0  7006.0  7007.0  7008.0  7009.0  7010.0  7010.5
 421          SQ     0.0     0.7     2.1     6.9    12.5    16.0    17.5
              *

 422          KK    RDB4
 423          KM    ROUTE DB4 TO CP22
 424          RK     250    0.02   0.013       0    CIRC     2.0
              *
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LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

 425          KK BASIN32
 426          KM    RUNOFF FROM BASIN 32
 427          BA    .004
 428          LS       0   92.60
 429          UD    .071
              *
```

```
 430          KK    CP22
 431          KM    COMBINE BASINS 32 & RDB4 AT CP22
 432          HC       2
              *

 433          KK   RCP22
 434          KM    ROUTE CP22 THRU CHANNEL TO CP23
 435          RK     275    0.03   0.032       0      10       6       6
              *

 436          KK BASIN29
 437          KM    RUNOFF FROM BASIN 29
 438          BA    .001
 439          LS       0      92
 440          UD    .050
              *

 441          KKRBASIN29
 442          KM    ROUTE BASIN29 THRU CHANNEL TO CP23
 443          RK     600    0.03   0.032       0      10       6       6
              *

 444          KKBASIN28A
 445          KM    RUNOFF FROM BASIN 28A
 446          BA    .001
 447          LS       0   90.97
 448          UD    .050
              *

 449          KKRBASIN28A
 450          KM    ROUTE BASIN28A THRU CHANNEL TO CP23
 451          RK     800    0.03   0.032       0      10       6       6
              *

 452          KK BASIN26
 453          KM    RUNOFF FROM BASIN 26
 454          BA    .002
 455          LS       0   91.84
 456          UD    .085
              *

 457          KKRBASIN26
 458          KM    ROUTE BASIN26 THRU CHANNEL TO CP23
 459          RK     200    0.03   0.032       0      10       6       6
              *
```



```
LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

 460          KK BASIN24
 461          KM    RUNOFF FROM BASIN 24
 462          BA    .001
 463          LS       0   92.30
 464          UD    .050
              *

 465          KKRBASIN24
 466          KM    ROUTE BASIN24 THRU CHANNEL TO CP23
 467          RK     100    0.03   0.032       0      10       6       6
              *

 468          KK   WASH2
 469          KM    RUNOFF FROM BASIN WASH2
 470          BA    .005
 471          LS       0   76.75
```

```
472          UD    .106
             *

473          KK    CP23
474          KM    COMBINE RCP20, RCP22, RBASIN29, RBASIN28A, RBASIN26, RBASIN24 & WASH2
475          HC       7
             *

476          KK   RCP23
477          KM    ROUTE CP23 THRU CULVERT TO CP24
478          RK     100    0.03   0.032       0      20       3       3
             *

479          KK BASIN27
480          KM    RUNOFF FROM BASIN27 – MODIFIED TO INCLUDE RUNOFF FROM BOULDER POINTE
481          BA    .006
482          LS       0   86.23
483          UD    .073
             *

484          KKRBASIN27
485          KM    ROUTE BASIN27 TO CP25
486          RK     425    0.01   0.016       0      26      10      10
             *

487          KK BASIN25
488          KM    RUNOFF FROM BASIN 25 – MODIFIED TO INCLUDE RUNOFF FROM BOULDER POINTE
489          BA    .003
490          LS       0   88.10
491          UD    .107
             *

492          KK    CP25
493          KM    COMBINE RBASIN27 & BASIN25 AT CP25
494          HC       2
             *
```



```
LINE         ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

495          KK BASIN21
496          KM    RUNOFF FROM BASIN 21
497          BA    .003
498          LS       0   92.60
499          UD    .125
             *

500          KK    CP24
501          KM    COMBINE CP15, CP25 & RCP23
502          HC       3
             *

503          KK   RCP24
504          KM    ROUTE CP24 THRU CHANNEL TO CP11
505          RK     400    0.03   0.032       0      10       6       6
             *

506          KK  BASIN9
507          KM    RUNOFF FROM BASIN 9
508          BA    .003
509          LS       0   91.85
510          UD    .116
             *

511          KK RBASIN9
```

```
512          KM    ROUTE BASIN 9 THRU BASIN8 TO CP1
513          RK     260    0.01   0.016       0      27      10      10
             *

514          KK  BASIN8
515          KM    RUNOFF FROM BASIN 8
516          BA    .003
517          LS       0    86.6
518          UD    .078
             *

519          KK     CP1
520          KM    COMBINE RBASIN9 & BASIN 8
521          HC       2
             *

522          KK    RCP1
523          KM    ROUTE CP1 THRU BASIN7 TO CP2
524          RK     160    0.02   0.016       0      27      10      10
             *

525          KK  BASIN7
526          KM    RUNOFF FROM BASIN 7
527          BA    .005
528          LS       0   89.15
529          UD    .138
             *
```



```
LINE         ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

530          KK     CP2
531          KM    COMBINE RCP1 & BASIN7
532          HC       2
             *

533          KK    RCP2
534          KM    ROUTE CP2 THRU BASIN10 TO CP3
535          RK     185    0.05   0.016       0      36      10      10
             *

536          KK BASIN10
537          KM    RUNOFF FROM BASIN10
538          BA    .004
539          LS       0   91.85
540          UD    .127
             *

541          KK     CP3
542          KM    COMBINE RCP2 & BASIN10
543          HC       2
             *

544          KK    RCP3
545          KM    ROUTE CP3 THRU BASIN11 TO CP4
546          RK     215    0.03   0.016       0      36      10      10
             *

547          KK BASIN11
548          KM    RUNOFF FROM BASIN11
549          BA    .005
550          LS       0   92.60
551          UD    .125
             *
```

```
552          KK     CP4
553          KM    COMBINE RCP4 & BASIN11
554          HC       2
             *

555          KK    RCP4
556          KM    ROUTE CP4 THRU BASIN13 TO CP5
557          RK     200    0.03   0.016       0      36      10      10
             *

558          KK BASIN13
559          KM    RUNOFF FROM BASIN13
560          BA    .002
561          LS       0   91.75
562          UD    .096
             *
```



```
LINE         ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

563          KK  BASIN6
564          KM    RUNOFF FROM BASIN 6
565          BA    .003
566          LS       0   92.32
567          UD    .089
             *

568          KK     CP5
569          KM    COMBINE RCP4, BASIN13 & BASIN6
570          HC       3
             *

571          KK    RCP5
572          KM    ROUTE CP5 TO CP6
573          RK     475    0.02   0.016       0      24      10      10
             *

574          KKBASIN18A
575          KM    RUNOFF FROM BASIN 18A
576          BA    .001
577          LS       0   88.10
578          UD    .052
             *

579          KK     CP6
580          KM    COMBINE RCP5 & BASIN18A
581          HC       2
             *

582          KK     CP6
583          KM    DIVERT FLOW TO CP10
584          DT  DIVCP6
585          DI       0      38
586          DQ       0       4
             *

587          KKBASIN17A
588          KM    RUNOFF FROM BASIN 17A
589          BA    .001
590          LS       0   92.60
591          UD    .050
             *

592          KK BASIN15
593          KM    RUNOFF FROM BASIN15
```

```
 594          BA    .001
 595          LS       0   92.60
 596          UD    .075
              *
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LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


 597          KKRBASIN15
 598          KM    ROUTE BASIN 15 THRU BASIN17 TO CP8
 599          RK     255    0.02   0.016       0      24      10      10
              *

 600          KK BASIN17
 601          KM    RUNOFF FROM BASIN17
 602          BA    .001
 603          LS       0   92.60
 604          UD    .050
              *

 605          KK     CP8
 606          KM    COMBINE RBASIN15 & BASIN17
 607          HC       2
              *

 608          KK    RCP8
 609          KM    ROUTE CP8 TO CP7
 610          RK      40    0.02   0.016       0      24      10      10
              *

 611          KK     CP7
 612          KM    COMBINE BASINS BASIN17A & CP6
 613          HC       3
              *

 614          KK     DB6
 615          KM    DETENTION BASIN 6 (KEY OUTLET)
 616          RS       1    STOR       0
 617          SV     0.0     0.1     0.2     0.4     0.5     0.7     1.0
 618          SE  7034.0  7035.0  7036.0  7037.0  7038.0  7039.0  7040.0
 619          SQ     0.0     0.8    1.25    3.44    4.89   21.87   89.53
              *

 620          KK    RDB6
 621          KM    ROUTE DB6 TO CP10
 622          RK     800    0.02   0.016       0      24      10      10
              *

 623          KK BASIN18
 624          KM    RETRIEVE DIVERSION FROM CP6
 625          DR  DIVCP6
              *

 626          KK BASIN18
 627          KM    RUNOFF FROM BASIN 18
 628          BA    .002
 629          LS       0   88.25
 630          UD    .099
              *
1                                        HEC-1 INPUT                                                  PAGE 19

LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


 631          KK BASIN18
```

```
632          KM    COMBINE DIVCP6 & BASIN18
633          HC       2
             *

634          KKRBASIN18
635          KM    ROUTE BASIN18 THRU BASIN 19 TO CP10
636          RK     700    0.04   0.016       0      24      10      10
             *

637          KK BASIN19
638          KM    RUNOFF FROM BASIN 19
639          BA    .004
640          LS       0   92.60
641          UD    .123
             *

642          KK BASIN20
643          KM    RUNOFF FROM BASIN 20
644          BA    .002
645          LS       0   92.60
646          UD    .081
             *

647          KK    CP10
648          KM    COMBINE RCP6, RBASIN18, BASIN19 & BASIN20
649          HC       4
             *

650          KK     DB7
651          KM    DETENTION BASIN 1
652          RS       1    STOR       0
653          SV     0.0    0.01    0.04    0.10    0.14    0.17
654          SE  6998.0  6999.0  7000.0  7001.0  7001.5  7002.0
655          SQ     0.0    0.75    2.12     3.9    31.6    81.4
             *

656          KK    RDB7
657          KM    ROUTE DB7 TO CP11
658          RK      50    0.03   0.032       0      10       6       6
             *

659          KKBASIN25A
660          KM    RUNOFF FROM BASIN 25A – MODIFIED TO INCLUDE RUNOFF FROM BOULDER POINTE
661          BA    .002
662          LS       0   86.75
663          UD    .050
             *
```



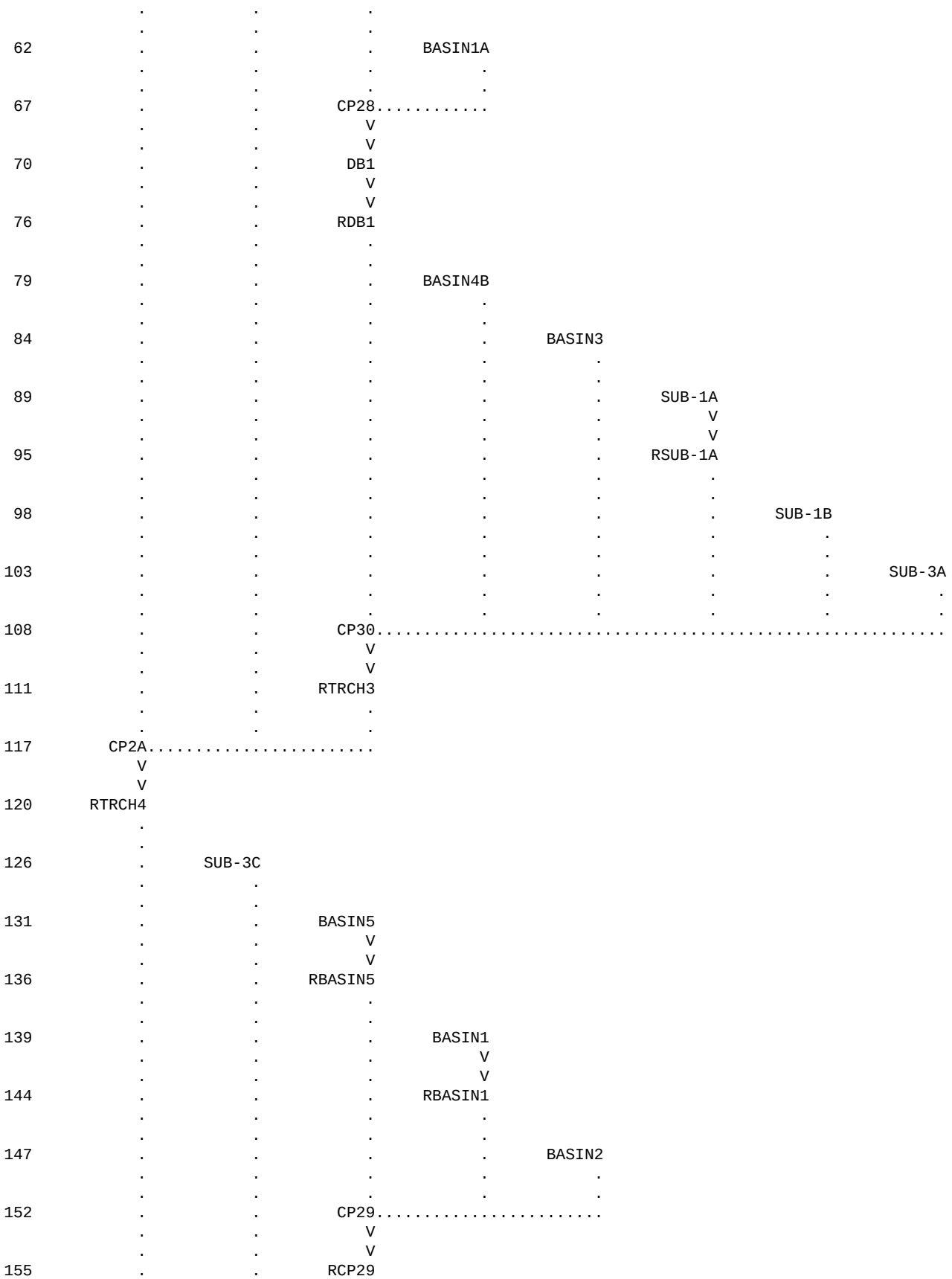
```
LINE         ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

664          KK BASIN22
665          KM    RUNOFF FROM BASIN 22
666          BA    .002
667          LS       0   88.25
668          UD    .064
             *

669          KK BASIN23
670          KM    RUNOFF FROM BASIN 23
671          BA    .001
672          LS       0   88.25
673          UD    .050
             *
```

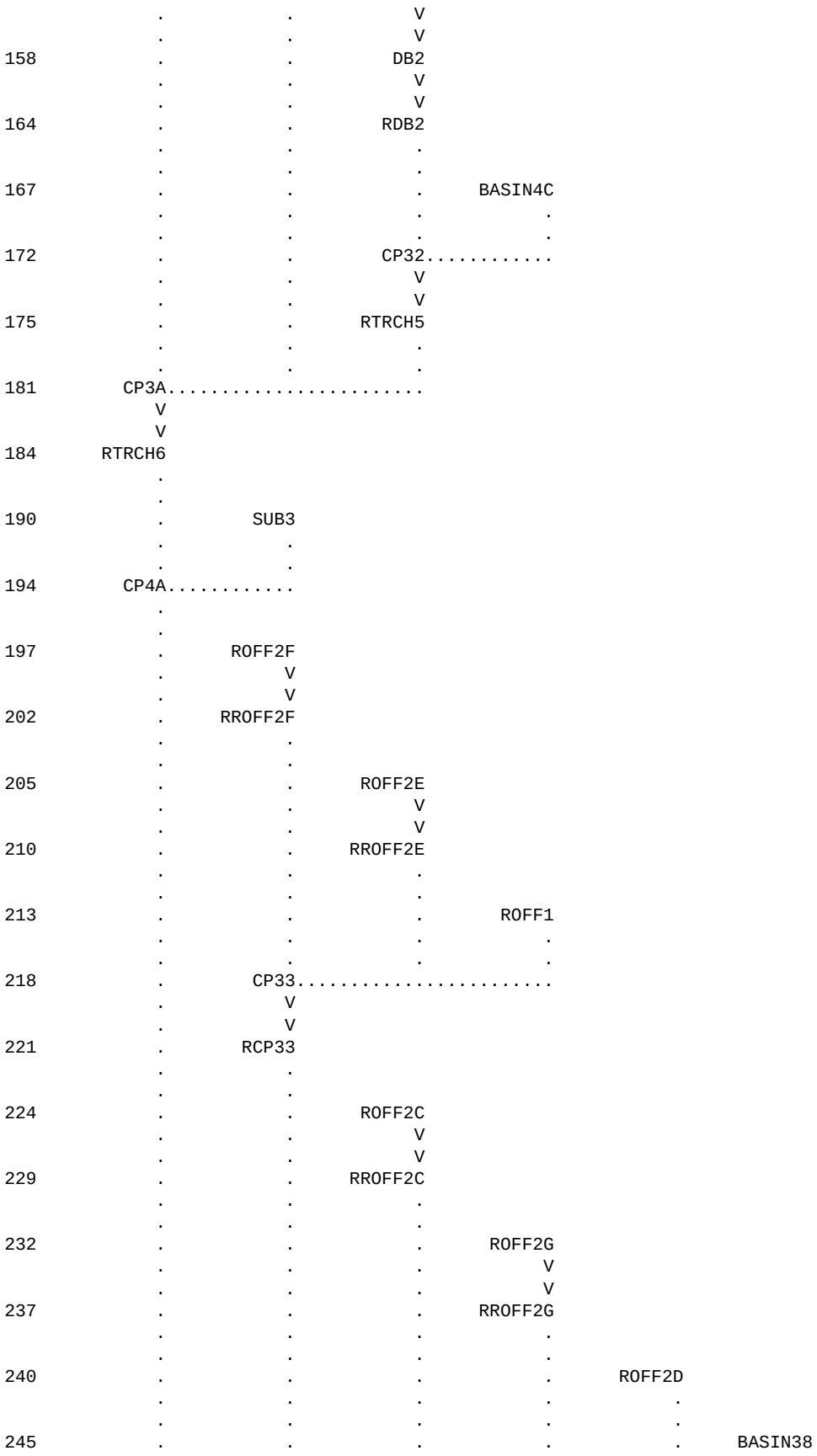
```
 674          KK   WASH3
 675          KM    RUNOFF FROM WASH3 – MODIFIED TO INCLUDE RUNOFF FROM BOULDER POINTE
 676          BA    .002
 677          LS       0      77
 678          UD    .050
              *

 679          KK   SUB6A
 680          KM    RUNOFF FROM SUBAREA 6A IN BOULDER POINTE
 681          BA    .016
 682          LS       0   86.33
 683          UD     .45
              *

 684          KK    DB6A
 685          KM    DETENTION BASIN FOR SUBAREA 6A IN BOULDER POINTE
 686          RS       1    STOR       0
 687          SV     0.0  0.0002   0.006   0.175   0.379   0.618
 688          SE  7022.0  7023.9  7024.0  7025.0  7026.0  7027.0
 689          SQ     0.0     0.0     0.0     1.7     5.8    13.3
              *

 690          KK   SUB2D
 691          KM    RUNOFF FROM SUBBASIN 2D IN BOULDER POINTE
 692          BA     .04
 693          LS       0    85.0
 694          UD    .522
              *

 695          KK    CPBP
 696          KM    COMBINE DB6A AND SUBBASIN 2D
 697          HC       2
              *

 698          KK    DB2D
 699          KM    DETENTION BASIN FOR SUBBASIN 2D IN BOULDER POINTE
 700          RS       1    STOR       0
 701          SV     0.0   0.285   0.570   0.866   1.184   1.525   1.888
 702          SE  6991.0  6992.0  6993.0  6994.0  6995.0  6996.0  6997.0
 703          SQ     0.0     3.0     8.5   17.72   29.84   44.15   182.3
              *
```

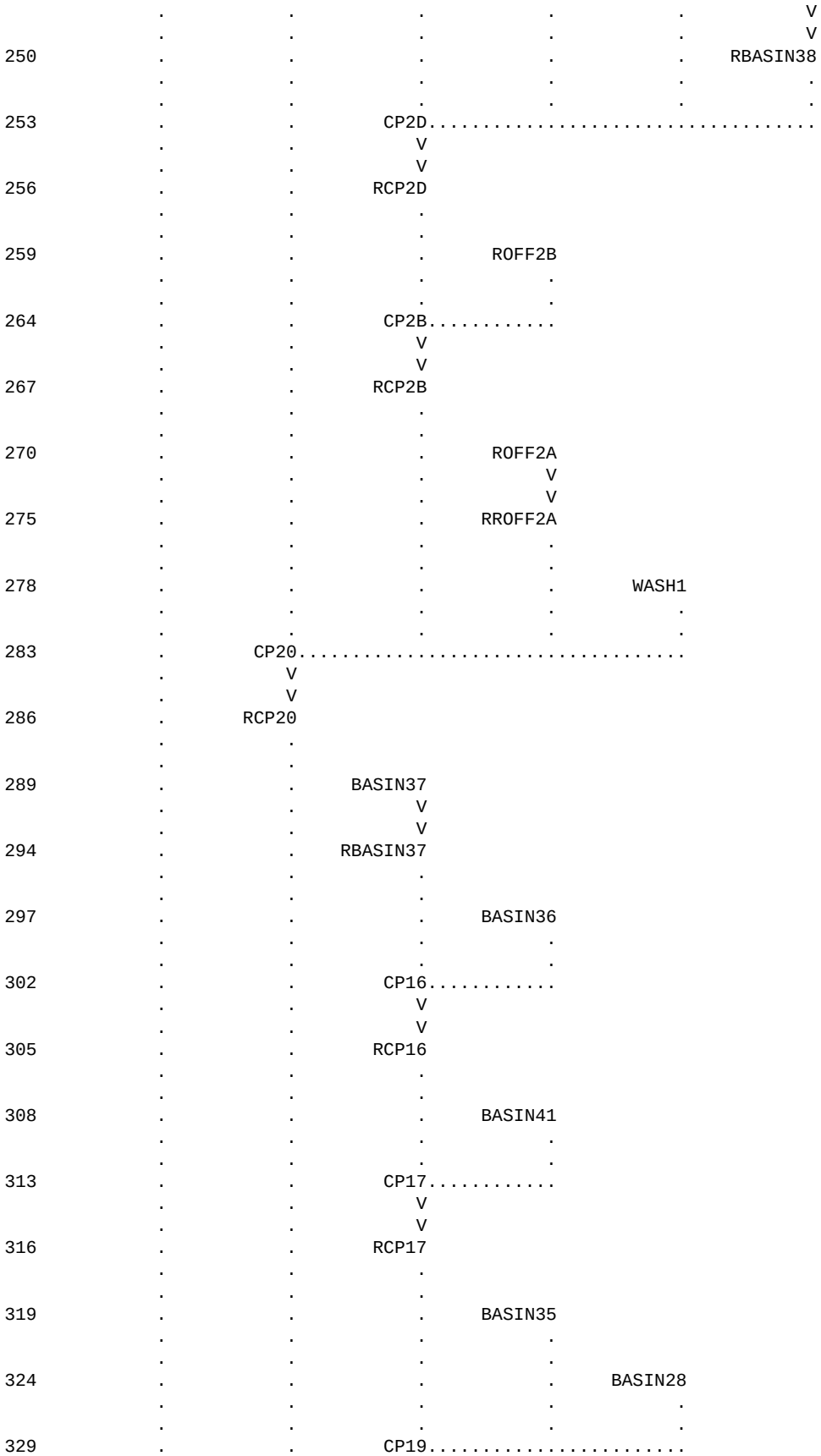


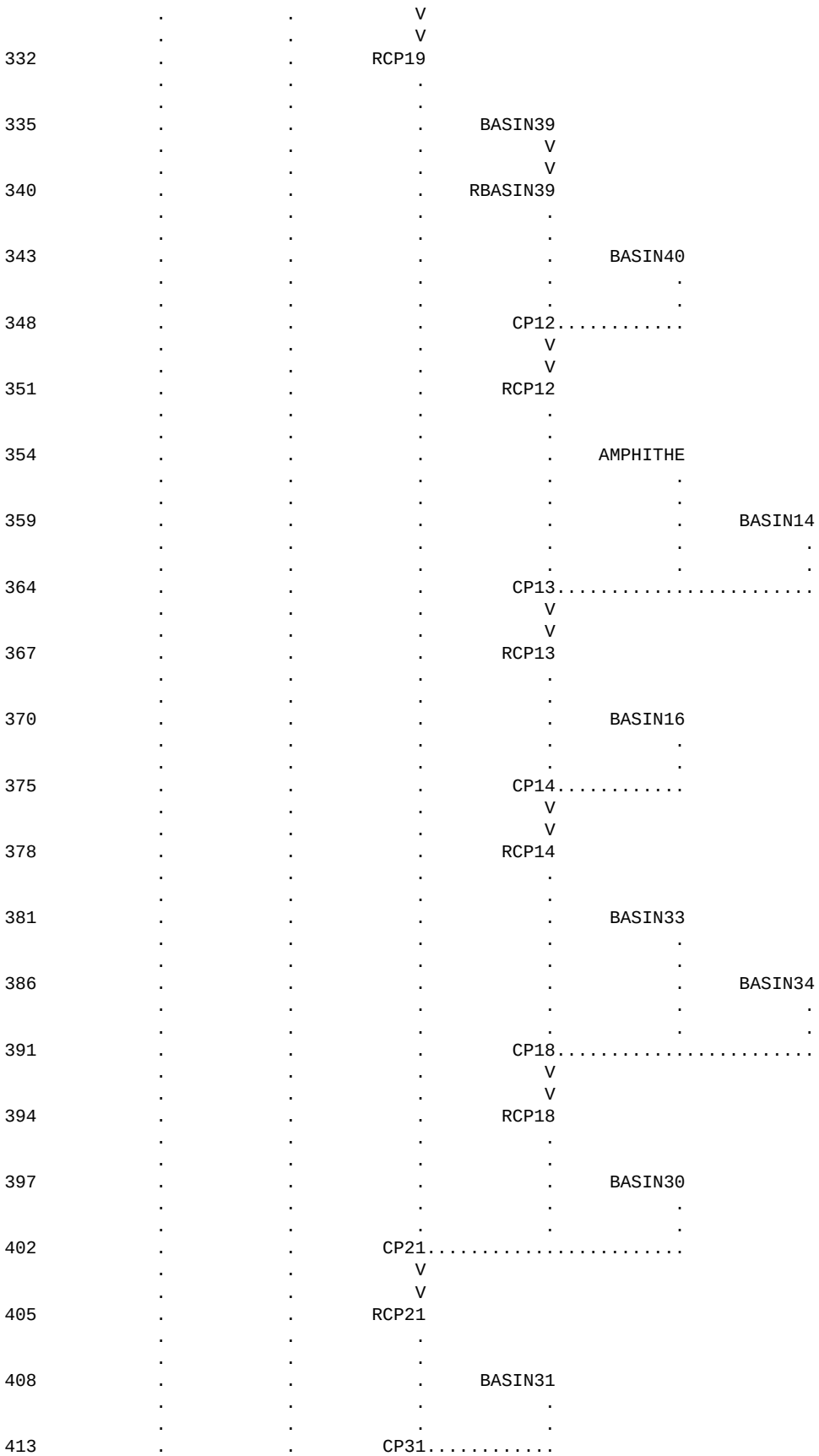
```
LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

 704          KK    CP11
 705          KM    COMBINE RCP24, RDB7, WASH3, BASINS 25, 23 & 22, AND DB2D
 706          HC       7
              *

 707          KK  RTRCH7
 708          KM         ROUTE HYDROGRAPH FROM CP11 TO CP4
 709          RS       8    FLOW      -1
 710          RC   0.050   0.035   0.050     961   0.023
 711          RX       0      26      35      55      97     136     235     255
 712          RY      80      78      76      74      74      76      78      80
              *

 713          KK    SUB4
 714          BA   0.021
 715          LS       0   81.06
 716          UD    0.22
              *

 717          KK    CP4B
```

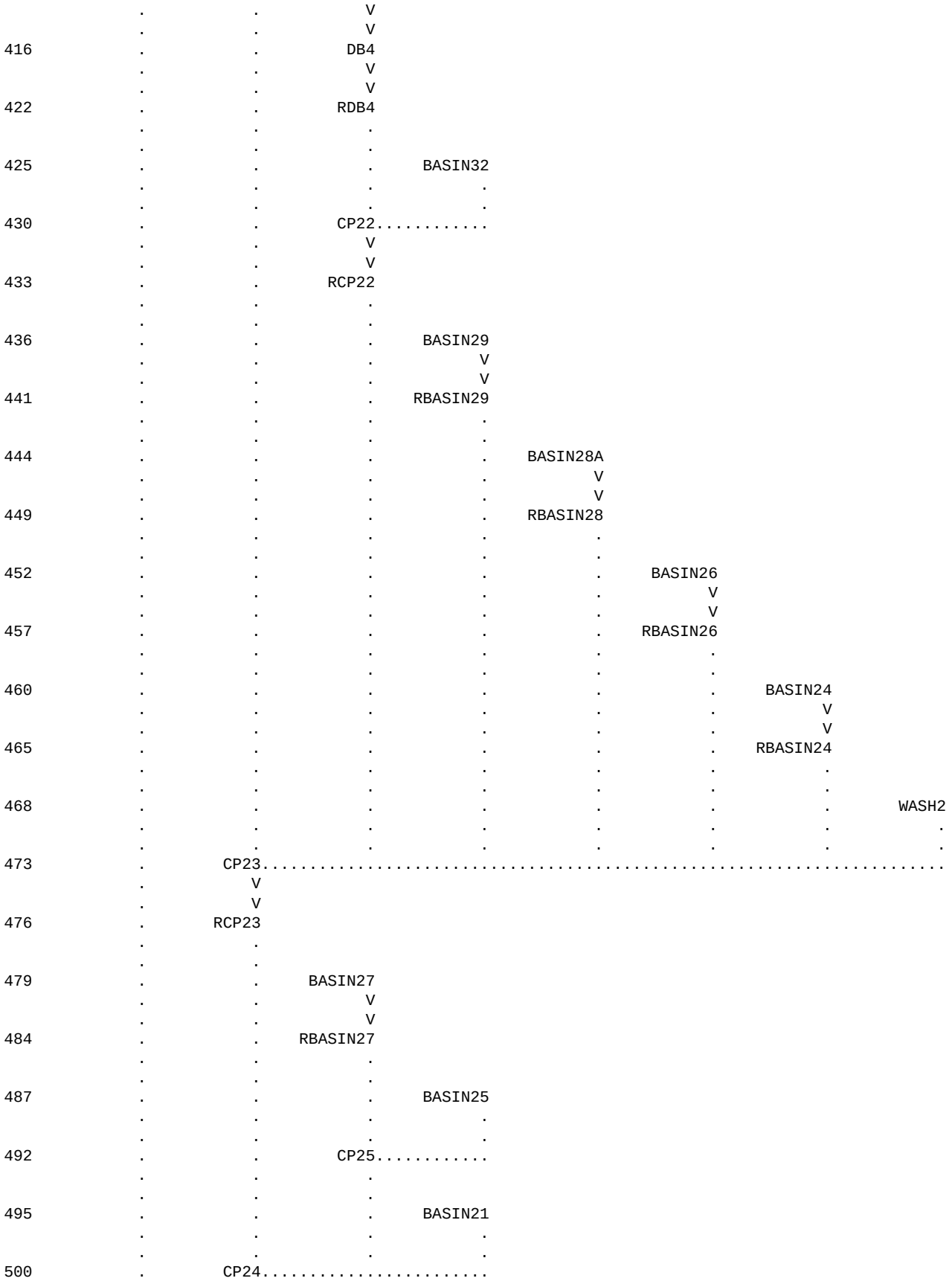
```
          718           KM         ADD ROUTED HYDROGRAPH FROM CP11 TO SUB4 HYDROGRAPH
          719           HC       2
                        *

          720           KK    CP4C
          721           KM         ADD CP4A HYDROGRAPH TO CP4B HYDROGRAPH
          722           HC       2
                        *

          723           KK  RTRCH8
          724           KM         ROUTE HYDROGRAPH FROM CP4 TO CP5
          725           RS       8    FLOW      -1
          726           RC   0.050   0.035   0.050     880   0.009
          727           RX       0      27      61      87     146     227     315     431
          728           RY      68      66      60      59      59      60      62      66
                        *

          729           KK    SUB5
          730           BA   0.034
          731           LS       0   90.13
          732           UD   0.099
                        *

          733           KK     CP5
          734           KM         COMBINE ROUTED HYDROGRAPH FROM CP4 WITH SUB5 HYDROGRAPH
          735           HC       2
                        *
          736           ZZ
1
                SCHEMATIC DIAGRAM OF STREAM NETWORK
 INPUT
  LINE      (V) ROUTING          (--->) DIVERSION OR PUMP FLOW

   NO.      (.) CONNECTOR        (<---) RETURN OF DIVERTED OR PUMPED FLOW

    13       SUB-1
                V
                V
    18      RTRCH1
                .
                .
    24          .       SUB-2
                .           .
                .           .
    28          .           .      SUB-2A
                .           .           .
                .           .           .
    32        CP1A.......................
                V
                V
    35      RTRCH2
                .
                .
    41          .      SUB-3B
                .           .
                .           .
    46          .           .      BASIN4
                .           .           V
                .           .           V
    51          .           .       RCP26
                .           .           .
                .           .           .
    54          .           .           .     BASIN4A
                .           .           .           .
                .           .           .           .
    59          .           .        CP27............
```

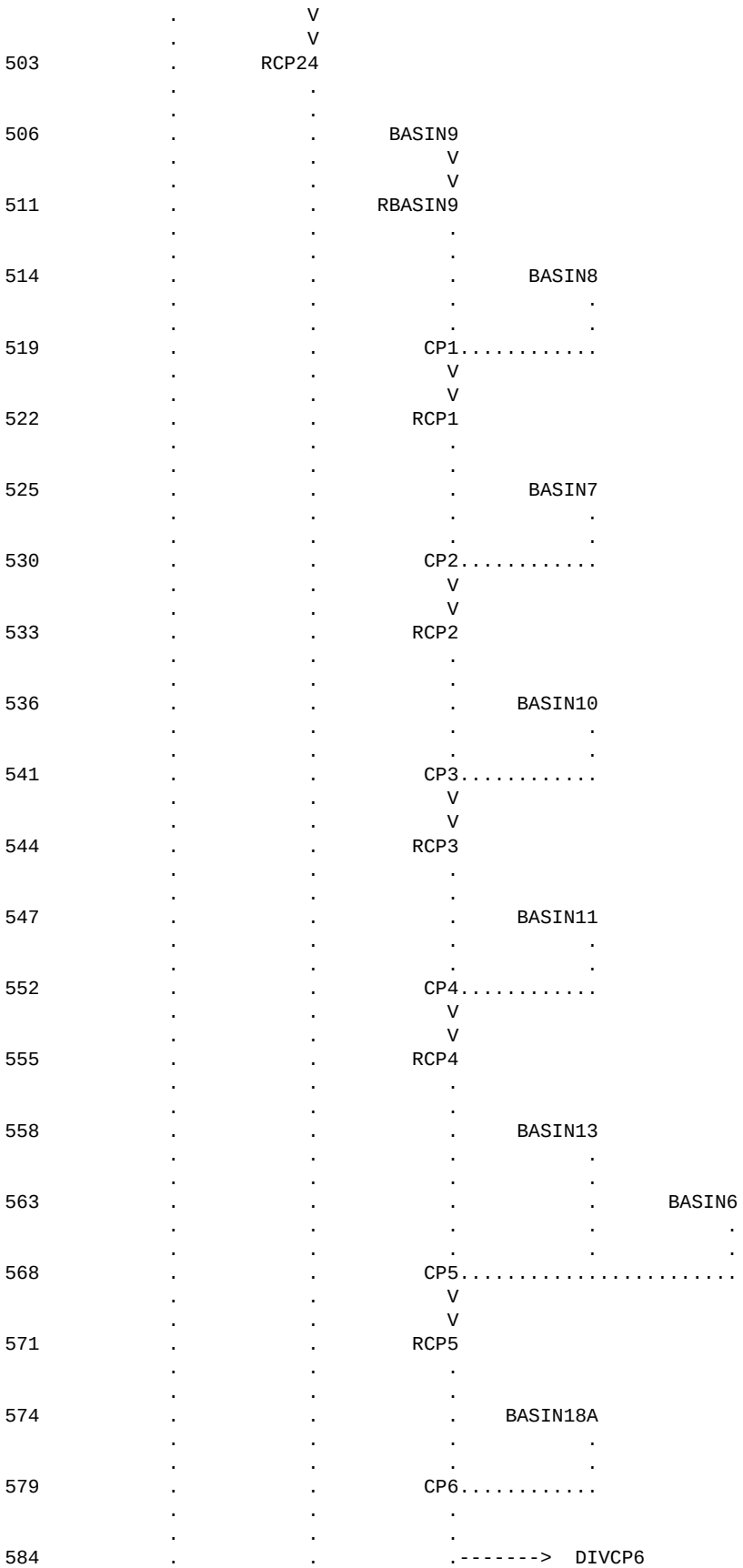

62 BASIN1A
67 CP28
70 DB1
76 RDB1
79 BASIN4B
84 BASIN3
89 SUB-1A
95 RSUB-1A
98 SUB-1B
103 SUB-3A
108 CP30
111 RTRCH3
117 CP2A
120 RTRCH4
126 SUB-3C
131 BASIN5
136 RBASIN5
139 BASIN1
144 RBASIN1
147 BASIN2
152 CP29
155 RCP29

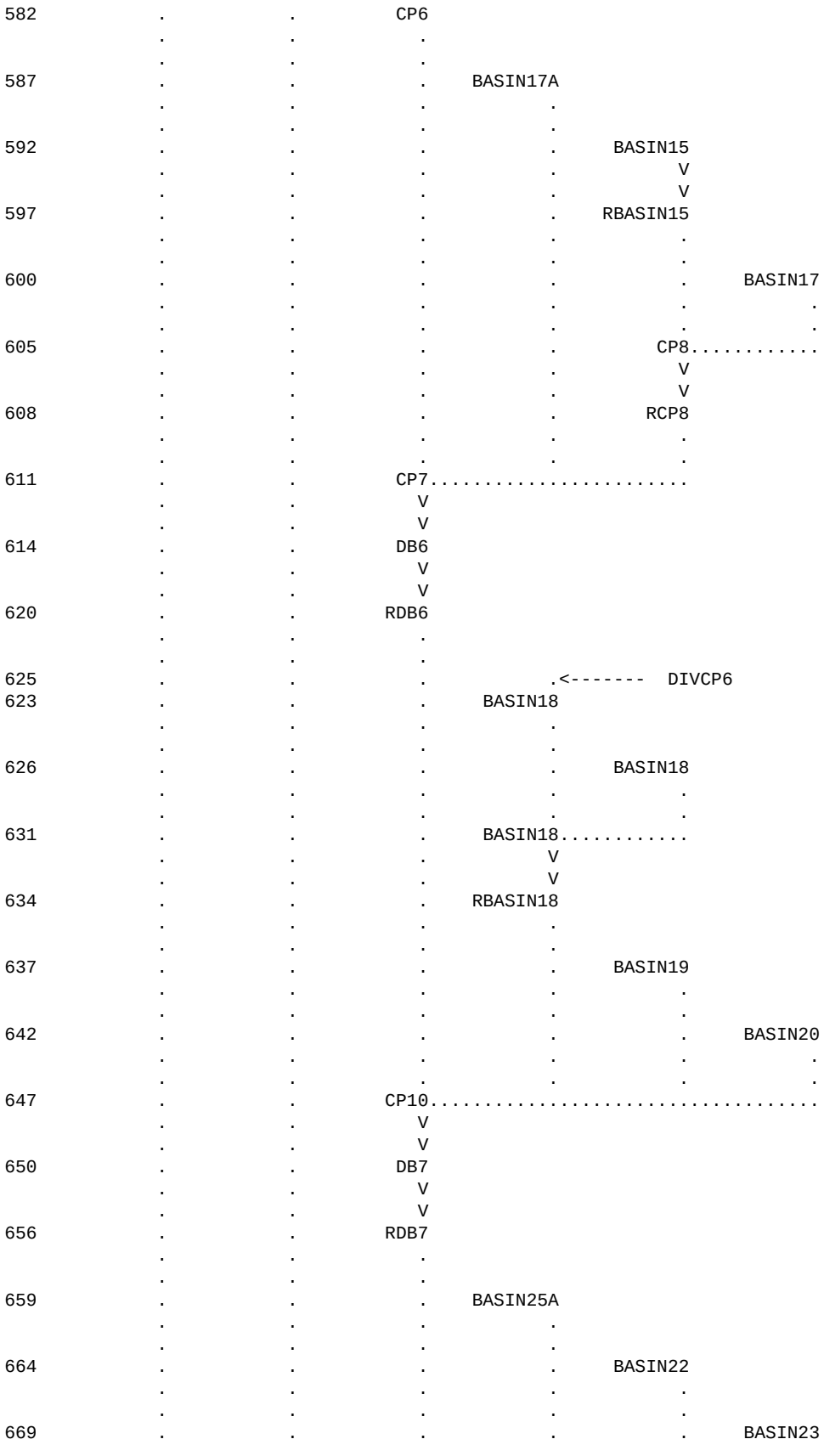

158 DB2
164 RDB2
167 BASIN4C
172 CP32
175 RTRCH5
181 CP3A
184 RTRCH6
190 SUB3
194 CP4A
197 ROFF2F
202 RROFF2F
205 ROFF2E
210 RROFF2E
213 ROFF1
218 CP33
221 RCP33
224 ROFF2C
229 RROFF2C
232 ROFF2G
237 RROFF2G
240 ROFF2D
245 BASIN38

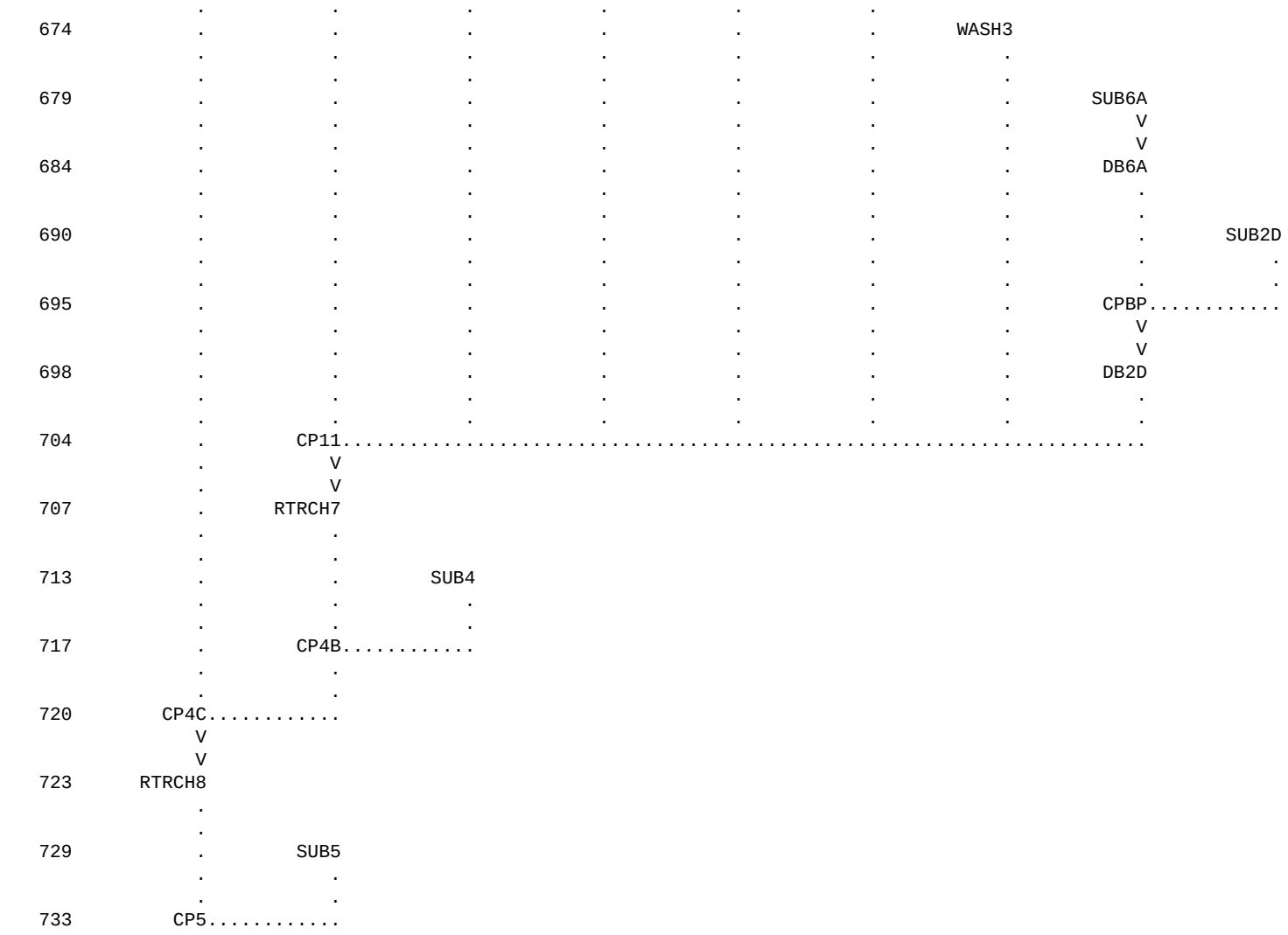

250
RBASIN38
253
CP2D
256
RCP2D
259
ROFF2B
264
CP2B
267
RCP2B
270
ROFF2A
275
RROFF2A
278
WASH1
283
CP20
286
RCP20
289
BASIN37
294
RBASIN37
297
BASIN36
302
CP16
305
RCP16
308
BASIN41
313
CP17
316
RCP17
319
BASIN35
324
BASIN28
329
CP19


RCP19
BASIN39
RBASIN39
BASIN40
CP12
RCP12
AMPHITHE
BASIN14
CP13
RCP13
BASIN16
CP14
RCP14
BASIN33
BASIN34
CP18
RCP18
BASIN30
CP21
RCP21
BASIN31
CP31


416 DB4
422 RDB4
425 BASIN32
430 CP22
433 RCP22
436 BASIN29
441 RBASIN29
444 BASIN28A
449 RBASIN28
452 BASIN26
457 RBASIN26
460 BASIN24
465 RBASIN24
468 WASH2
473 CP23
476 RCP23
479 BASIN27
484 RBASIN27
487 BASIN25
492 CP25
495 BASIN21
500 CP24


RCP24
BASIN9
RBASIN9
BASIN8
CP1
RCP1
BASIN7
CP2
RCP2
BASIN10
CP3
RCP3
BASIN11
CP4
RCP4
BASIN13
BASIN6
CP5
RCP5
BASIN18A
CP6
DIVCP6


582
CP6
587
BASIN17A
592
BASIN15
597
RBASIN15
600
BASIN17
605
CP8
608
RCP8
611
CP7
614
DB6
620
RDB6
625
DIVCP6
623
BASIN18
626
BASIN18
631
BASIN18
634
RBASIN18
637
BASIN19
642
BASIN20
647
CP10
650
DB7
656
RDB7
659
BASIN25A
664
BASIN22
669
BASIN23



```
                .          .          .          .          .          .
   674          .          .          .          .          .          .       WASH3
                .          .          .          .          .          .          .
                .          .          .          .          .          .          .
   679          .          .          .          .          .          .          .       SUB6A
                .          .          .          .          .          .          .          V
                .          .          .          .          .          .          .          V
   684          .          .          .          .          .          .          .        DB6A
                .          .          .          .          .          .          .          .
                .          .          .          .          .          .          .          .
   690          .          .          .          .          .          .          .          .       SUB2D
                .          .          .          .          .          .          .          .          .
                .          .          .          .          .          .          .          .          .
   695          .          .          .          .          .          .          .        CPBP............
                .          .          .          .          .          .          .          V
                .          .          .          .          .          .          .          V
   698          .          .          .          .          .          .          .        DB2D
                .          .          .          .          .          .          .          .
                .          .          .          .          .          .          .          .
   704          .        CP11.........................................................................
                .           V
                .           V
   707          .      RTRCH7
                .           .
                .           .
   713          .           .        SUB4
                .           .           .
                .           .           .
   717          .        CP4B............
                .           .
                .           .
   720        CP4C............
                V
                V
   723      RTRCH8
                .
                .
   729          .        SUB5
                .           .
                .           .
   733         CP5............

 (***) RUNOFF ALSO COMPUTED AT THIS LOCATION
1*****************************************
*****************************************
 *                                       *                                                  *
*
 *   FLOOD HYDROGRAPH PACKAGE  (HEC-1)   *                                                  *    U.S. ARMY CORPS OF
ENGINEERS     *
 *               JAN   1997              *                                                  *    HYDROLOGIC
ENGINEERING CENTER    *
 *            VERSION 4.1                *                                                  *          609 SECOND
STREET          *
 *                                       *                                                  *       DAVIS, CALIFORNIA
95616       *
 *  RUN DATE   02FEB17  TIME  14:02:46   *                                                  *           (916) 756-1104
*
 *                                       *                                                  *
*
 *****************************************
*****************************************
```

WILDWOOD HILLS
Existing-Conditions HEC-1 Model
100-year, 6-hour Model
Woodson Engineering and Surveying Inc
January 2017
Original Model for Presidio in the Pines
by TRC-BV Engineering
November 2, 2004
EXISTING CONDITION (WITHOUT DETENTION@WILWOOD HILLS MHP)

```
  11 IO          OUTPUT CONTROL VARIABLES
                      IPRNT          5  PRINT CONTROL
                      IPLOT          0  PLOT CONTROL
                      QSCAL         0.  HYDROGRAPH PLOT SCALE

     IT          HYDROGRAPH TIME DATA
                       NMIN          5  MINUTES IN COMPUTATION INTERVAL
                      IDATE      1    0  STARTING DATE
                      ITIME        0000  STARTING TIME
                         NQ         300  NUMBER OF HYDROGRAPH ORDINATES
                     NDDATE      2    0  ENDING DATE
                     NDTIME        0055  ENDING TIME
                     ICENT          19  CENTURY MARK

                   COMPUTATION INTERVAL     .08 HOURS
                        TOTAL TIME BASE   24.92 HOURS

          ENGLISH UNITS
               DRAINAGE AREA         SQUARE MILES
               PRECIPITATION DEPTH   INCHES
               LENGTH, ELEVATION     FEET
               FLOW                  CUBIC FEET PER SECOND
               STORAGE VOLUME        ACRE-FEET
               SURFACE AREA          ACRES
               TEMPERATURE           DEGREES FAHRENHEIT

        *** FDKRUT WARNING TIME STEP CALCULATION FAILED TO CONVERGE. STABILITY PROBLEMS MAY RESULT


        *** FDKRUT WARNING TIME STEP CALCULATION FAILED TO CONVERGE. STABILITY PROBLEMS MAY RESULT


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        *** FDKRUT WARNING TIME STEP CALCULATION FAILED TO CONVERGE. STABILITY PROBLEMS MAY RESULT


 WARNING --- ROUTED OUTFLOW (     83.) IS GREATER THAN MAXIMUM OUTFLOW (     81.) IN STORAGE-OUTFLOW TABLE
1
                                                  RUNOFF SUMMARY
                                              FLOW IN CUBIC FEET PER SECOND
                                            TIME IN HOURS,  AREA IN SQUARE MILES
```

	OPERATION	STATION	PEAK FLOW	TIME OF PEAK	AVERAGE FLOW FOR MAXIMUM PERIOD 6-HOUR	24-HOUR	72-HOUR	BASIN AREA	MAXIMUM STAGE	TIME OF MAX STAGE
	HYDROGRAPH AT									
+		SUB-1	24.	3.25	2.	1.	1.	.01		
	ROUTED TO									
+		RTRCH1	24.	3.25	2.	1.	1.	.01		
+									43.23	3.25
	HYDROGRAPH AT									
+		SUB-2	16.	3.17	1.	0.	0.	.01		
	HYDROGRAPH AT									
+		SUB-2A	9.	3.17	1.	0.	0.	.00		
	3 COMBINED AT									
+		CP1A	42.	3.17	4.	1.	1.	.02		
	ROUTED TO									
+		RTRCH2	42.	3.25	4.	1.	1.	.02		
+									97.19	3.25
	HYDROGRAPH AT									
+		SUB-3B	25.	3.33	3.	1.	1.	.03		
	HYDROGRAPH AT									
+		BASIN4	4.	3.17	0.	0.	0.	.00		
	ROUTED TO									
+		RCP26	4.	3.17	0.	0.	0.	.00		
	HYDROGRAPH AT									
+		BASIN4A	4.	3.17	0.	0.	0.	.00		
	2 COMBINED AT									
+		CP27	9.	3.17	1.	0.	0.	.00		
	HYDROGRAPH AT									
+		BASIN1A	3.	3.08	0.	0.	0.	.00		
	2 COMBINED AT									
+		CP28	11.	3.17	1.	0.	0.	.01		
	ROUTED TO									
+		DB1	4.	3.42	1.	0.	0.	.01		
+									7054.40	3.42
	ROUTED TO									
+		RDB1	4.	3.42	1.	0.	0.	.01		
	HYDROGRAPH AT									
+		BASIN4B	5.	3.08	0.	0.	0.	.00		
	HYDROGRAPH AT									
+		BASIN3	6.	3.08	0.	0.	0.	.00		
	HYDROGRAPH AT									
+		SUB-1A	95.	3.25	10.	2.	2.	.05		

```
          ROUTED TO
+                       RSUB-1A        93.    3.25          10.          2.          2.        .05
          HYDROGRAPH AT
+                        SUB-1B        18.    3.08           1.          0.          0.        .00
          HYDROGRAPH AT
+                        SUB-3A        13.    3.25           1.          0.          0.        .01
          6 COMBINED AT
+                          CP30       124.    3.25          14.          4.          3.        .07
          ROUTED TO
+                        RTRCH3       124.    3.25          14.          4.          3.        .07
+                                                                                                    97.52
3.25
          3 COMBINED AT
+                          CP2A       191.    3.25          22.          5.          5.        .12
          ROUTED TO
+                        RTRCH4       188.    3.25          22.          5.          5.        .12
+                                                                                                    82.65
3.25
          HYDROGRAPH AT
+                        SUB-3C        55.    3.25           6.          1.          1.        .03
          HYDROGRAPH AT
+                        BASIN5         3.    3.17           0.          0.          0.        .00
          ROUTED TO
+                       RBASIN5         3.    3.17           0.          0.          0.        .00
          HYDROGRAPH AT
+                        BASIN1         4.    3.08           0.          0.          0.        .00
          ROUTED TO
+                       RBASIN1         3.    3.08           0.          0.          0.        .00
          HYDROGRAPH AT
+                        BASIN2        12.    3.08           1.          0.          0.        .00
          3 COMBINED AT
+                          CP29        18.    3.08           1.          0.          0.        .01
          ROUTED TO
+                         RCP29        17.    3.17           1.          0.          0.        .01
          ROUTED TO
+                           DB2         1.    3.83           1.          0.          0.        .01
+                                                                                                  7035.26
3.92
          ROUTED TO
+                           RDB2        1.    3.83           1.          0.          0.        .01
          HYDROGRAPH AT
+                       BASIN4C         4.    3.08           0.          0.          0.        .00
          2 COMBINED AT
+                          CP32         4.    3.08           1.          0.          0.        .01
          ROUTED TO
+                        RTRCH5         5.    3.17           1.          0.          0.        .01
```

```
+                                                
```

+	ROFF2B	3.	3.08	0.	0.	0.	.00
	2 COMBINED AT						
+	CP2B	37.	3.25	5.	1.	1.	.02
	ROUTED TO						
+	RCP2B	37.	3.25	5.	1.	1.	.02
	HYDROGRAPH AT						
+	ROFF2A	32.	3.25	4.	1.	1.	.02
	ROUTED TO						
+	RROFF2A	32.	3.25	4.	1.	1.	.02
	HYDROGRAPH AT						
+	WASH1	2.	3.08	0.	0.	0.	.00
	4 COMBINED AT						
+	CP20	347.	3.58	73.	18.	18.	.50
	ROUTED TO						
+	RCP20	345.	3.58	73.	18.	18.	.50
	HYDROGRAPH AT						
+	BASIN37	6.	3.17	0.	0.	0.	.00
	ROUTED TO						
+	RBASIN37	5.	3.17	0.	0.	0.	.00
	HYDROGRAPH AT						
+	BASIN36	34.	3.17	3.	1.	1.	.01
	2 COMBINED AT						
+	CP16	39.	3.17	4.	1.	1.	.02
	ROUTED TO						
+	RCP16	38.	3.17	4.	1.	1.	.02
	HYDROGRAPH AT						
+	BASIN41	9.	3.17	1.	0.	0.	.00
	2 COMBINED AT						
+	CP17	47.	3.17	5.	1.	1.	.02
	ROUTED TO						
+	RCP17	44.	3.17	5.	1.	1.	.02
	HYDROGRAPH AT						
+	BASIN35	9.	3.17	1.	0.	0.	.00
	HYDROGRAPH AT						
+	BASIN28	3.	3.17	0.	0.	0.	.00
	3 COMBINED AT						
+	CP19	55.	3.17	6.	1.	1.	.03
	ROUTED TO						
+	RCP19	54.	3.25	6.	1.	1.	.03
	HYDROGRAPH AT						
+	BASIN39	4.	3.08	0.	0.	0.	.00
	ROUTED TO						
+	RBASIN39	4.	3.08	0.	0.	0.	.00
	HYDROGRAPH AT						

```
+                        BASIN40         7.    3.17           1.          0.          0.        .00

         2 COMBINED AT
+                           CP12        11.    3.17           1.          0.          0.        .00

         ROUTED TO
+                          RCP12        10.    3.17           1.          0.          0.        .00

         HYDROGRAPH AT
+                       AMPHITHE         7.    3.08           0.          0.          0.        .00

         HYDROGRAPH AT
+                        BASIN14         3.    3.08           0.          0.          0.        .00

         3 COMBINED AT
+                           CP13        19.    3.08           2.          0.          0.        .01

         ROUTED TO
+                          RCP13        19.    3.17           2.          0.          0.        .01

         HYDROGRAPH AT
+                        BASIN16         9.    3.17           1.          0.          0.        .00

         2 COMBINED AT
+                           CP14        28.    3.17           2.          1.          1.        .01

         ROUTED TO
+                          RCP14        28.    3.17           2.          1.          1.        .01

         HYDROGRAPH AT
+                        BASIN33        21.    3.08           2.          0.          0.        .01

         HYDROGRAPH AT
+                        BASIN34        16.    3.08           1.          0.          0.        .00

         3 COMBINED AT
+                           CP18        60.    3.08           5.          1.          1.        .02

         ROUTED TO
+                          RCP18        58.    3.17           5.          1.          1.        .02

         HYDROGRAPH AT
+                        BASIN30        14.    3.08           1.          0.          0.        .00

         3 COMBINED AT
+                           CP21       124.    3.17          12.          3.          3.        .05

         ROUTED TO
+                          RCP21       124.    3.17          12.          3.          3.        .05

         HYDROGRAPH AT
+                        BASIN31         3.    3.08           0.          0.          0.        .00

         2 COMBINED AT
+                           CP31       127.    3.17          12.          3.          3.        .05

         ROUTED TO
+                            DB4        16.    3.75           9.          3.          3.        .05
+                                                                                                  7009.87
3.75

         ROUTED TO
+                           RDB4        16.    3.75           9.          3.          3.        .05

         HYDROGRAPH AT
+                        BASIN32        13.    3.08           1.          0.          0.        .00
```

	2 COMBINED AT						
+	CP22	17.	3.17	10.	3.	3.	.06
	ROUTED TO						
+	RCP22	17.	3.50	10.	3.	3.	.06
	HYDROGRAPH AT						
+	BASIN29	4.	3.08	0.	0.	0.	.00
	ROUTED TO						
+	RBASIN29	3.	3.17	0.	0.	0.	.00
	HYDROGRAPH AT						
+	BASIN28A	4.	3.08	0.	0.	0.	.00
	ROUTED TO						
+	RBASIN28	3.	3.17	0.	0.	0.	.00
	HYDROGRAPH AT						
+	BASIN26	6.	3.17	0.	0.	0.	.00
	ROUTED TO						
+	RBASIN26	6.	3.17	0.	0.	0.	.00
	HYDROGRAPH AT						
+	BASIN24	4.	3.08	0.	0.	0.	.00
	ROUTED TO						
+	RBASIN24	4.	3.08	0.	0.	0.	.00
	HYDROGRAPH AT						
+	WASH2	8.	3.17	1.	0.	0.	.00
	7 COMBINED AT						
+	CP23	365.	3.58	84.	22.	21.	.57
	ROUTED TO						
+	RCP23	365.	3.58	84.	22.	21.	.57
	HYDROGRAPH AT						
+	BASIN27	15.	3.08	1.	0.	0.	.01
	ROUTED TO						
+	RBASIN27	15.	3.17	1.	0.	0.	.01
	HYDROGRAPH AT						
+	BASIN25	8.	3.17	1.	0.	0.	.00
	2 COMBINED AT						
+	CP25	23.	3.17	2.	0.	0.	.01
	HYDROGRAPH AT						
+	BASIN21	9.	3.17	1.	0.	0.	.00
	3 COMBINED AT						
+	CP24	371.	3.58	87.	22.	22.	.58
	ROUTED TO						
+	RCP24	370.	3.58	87.	22.	22.	.58
	HYDROGRAPH AT						
+	BASIN9	9.	3.17	1.	0.	0.	.00
	ROUTED TO						
+	RBASIN9	8.	3.17	1.	0.	0.	.00

	HYDROGRAPH AT						
+	BASIN8	8.	3.17	1.	0.	0.	.00
	2 COMBINED AT						
+	CP1	16.	3.17	1.	0.	0.	.01
	ROUTED TO						
+	RCP1	16.	3.17	1.	0.	0.	.01
	HYDROGRAPH AT						
+	BASIN7	12.	3.17	1.	0.	0.	.00
	2 COMBINED AT						
+	CP2	28.	3.17	2.	1.	1.	.01
	ROUTED TO						
+	RCP2	28.	3.17	2.	1.	1.	.01
	HYDROGRAPH AT						
+	BASIN10	11.	3.17	1.	0.	0.	.00
	2 COMBINED AT						
+	CP3	39.	3.17	3.	1.	1.	.02
	ROUTED TO						
+	RCP3	38.	3.17	3.	1.	1.	.02
	HYDROGRAPH AT						
+	BASIN11	14.	3.17	1.	0.	0.	.00
	2 COMBINED AT						
+	CP4	53.	3.17	5.	1.	1.	.02
	ROUTED TO						
+	RCP4	52.	3.17	5.	1.	1.	.02
	HYDROGRAPH AT						
+	BASIN13	6.	3.17	0.	0.	0.	.00
	HYDROGRAPH AT						
+	BASIN6	9.	3.17	1.	0.	0.	.00
	3 COMBINED AT						
+	CP5	67.	3.17	6.	1.	1.	.02
	ROUTED TO						
+	RCP5	66.	3.17	6.	2.	1.	.02
	HYDROGRAPH AT						
+	BASIN18A	3.	3.08	0.	0.	0.	.00
	2 COMBINED AT						
+	CP6	68.	3.17	6.	2.	1.	.03
	DIVERSION TO						
+	DIVCP6	7.	3.17	1.	0.	0.	.03
	HYDROGRAPH AT						
+	CP6	61.	3.17	6.	1.	1.	.03
	HYDROGRAPH AT						
+	BASIN17A	4.	3.08	0.	0.	0.	.00
	HYDROGRAPH AT						
+	BASIN15	3.	3.08	0.	0.	0.	.00

```
          ROUTED TO
+                      RBASIN15         3.    3.17          0.          0.          0.        .00
          HYDROGRAPH AT
+                       BASIN17         4.    3.08          0.          0.          0.        .00
          2 COMBINED AT
+                           CP8         7.    3.08          1.          0.          0.        .00
          ROUTED TO
+                          RCP8         7.    3.08          1.          0.          0.        .00
          3 COMBINED AT
+                           CP7        69.    3.17          6.          2.          2.        .03
          ROUTED TO
+                           DB6        61.    3.25          6.          2.          2.        .03
+                                                                                                  7039.58
3.25
          ROUTED TO
+                          RDB6        58.    3.25          6.          2.          2.        .03
          HYDROGRAPH AT
+                       BASIN18         7.    3.17          1.          0.          0.        .00
          HYDROGRAPH AT
+                       BASIN18         5.    3.17          0.          0.          0.        .00
          2 COMBINED AT
+                       BASIN18        12.    3.17          1.          0.          0.        .00
          ROUTED TO
+                      RBASIN18        12.    3.17          1.          0.          0.        .00
          HYDROGRAPH AT
+                       BASIN19        12.    3.17          1.          0.          0.        .00
          HYDROGRAPH AT
+                       BASIN20         6.    3.17          1.          0.          0.        .00
          4 COMBINED AT
+                          CP10        82.    3.25          9.          2.          2.        .04
          ROUTED TO
+                           DB7        83.    3.25          9.          2.          2.        .04
+                                                                                                  7002.02
3.25
          ROUTED TO
+                          RDB7        83.    3.25          9.          2.          2.        .04
          HYDROGRAPH AT
+                      BASIN25A         6.    3.08          0.          0.          0.        .00
          HYDROGRAPH AT
+                       BASIN22         6.    3.08          0.          0.          0.        .00
          HYDROGRAPH AT
+                       BASIN23         3.    3.08          0.          0.          0.        .00
          HYDROGRAPH AT
+                         WASH3         4.    3.08          0.          0.          0.        .00
          HYDROGRAPH AT
```

```
+                         SUB6A        18.    3.50           3.          1.          1.        .02

          ROUTED TO
+                          DB6A        12.    3.92           3.          1.          1.        .02
+                                                                                                    7026.76
3.92

          HYDROGRAPH AT
+                         SUB2D        39.    3.58           7.          2.          2.        .04

          2 COMBINED AT
+                          CPBP        49.    3.67          11.          3.          3.        .06

          ROUTED TO
+                          DB2D        37.    4.00          10.          3.          3.        .06
+                                                                                                    6995.51
4.00

          7 COMBINED AT
+                          CP11       419.    3.58         107.         28.         27.        .68

          ROUTED TO
+                        RTRCH7       419.    3.67         107.         28.         27.        .68
+                                                                                                      75.16
3.67

          HYDROGRAPH AT
+                         SUB4        28.    3.33           3.          1.          1.        .02

          2 COMBINED AT
+                          CP4B       432.    3.58         111.         28.         27.        .70

          2 COMBINED AT
+                          CP4C       639.    3.33         140.         36.         35.        .86

          ROUTED TO
+                        RTRCH8       650.    3.33         140.         36.         35.        .86
+                                                                                                      60.28
3.33

          HYDROGRAPH AT
+                         SUB5        97.    3.17           8.          2.          2.        .03

          2 COMBINED AT
+                           CP5       693.    3.33         148.         38.         37.        .90
1
```

SUMMARY OF KINEMATIC WAVE - MUSKINGUM-CUNGE ROUTING
(FLOW IS DIRECT RUNOFF WITHOUT BASE FLOW)

						INTERPOLATED TO COMPUTATION INTERVAL			
ISTAQ	ELEMENT	DT	PEAK	TIME TO PEAK	VOLUME	DT	PEAK	TIME TO PEAK	VOLUME
		(MIN)	(CFS)	(MIN)	(IN)	(MIN)	(CFS)	(MIN)	(IN)
RCP26	MANE	.70	4.38	190.83	1.63	5.00	4.30	190.00	1.63

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1735E+00 EXCESS= .0000E+00 OUTFLOW= .1737E+00 BASIN STORAGE= .2919E-09 PERCENT ERROR= -.1

RDB1	MANE	.33	3.95	205.78	1.81	5.00	3.94	205.00	1.81

CONTINUITY SUMMARY (AC-FT) - INFLOW= .4835E+00 EXCESS= .0000E+00 OUTFLOW= .4835E+00 BASIN STORAGE= .1222E-08 PERCENT ERROR= .0

RSUB-1A	MANE	.57	94.55	195.84	1.92	5.00	92.96	195.00	1.93

CONTINUITY SUMMARY (AC-FT) - INFLOW= .4922E+01 EXCESS= .0000E+00 OUTFLOW= .4923E+01 BASIN STORAGE= .4157E-11 PERCENT ERROR= .0

RBASIN5	MANE	.36	3.04	190.19	2.34	5.00	3.03	190.00	2.34

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1247E+00 EXCESS= .0000E+00 OUTFLOW= .1247E+00 BASIN STORAGE= .1421E-10 PERCENT ERROR= .0

RBASIN1	MANE	.25	3.47	185.32	1.10	5.00	3.38	185.00	1.11

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1177E+00 EXCESS= .0000E+00 OUTFLOW= .1177E+00 BASIN STORAGE= .1001E-11 PERCENT ERROR= .0

RCP29	MANE	.39	18.15	186.01	1.92	5.00	17.43	190.00	1.92

CONTINUITY SUMMARY (AC-FT) - INFLOW= .7157E+00 EXCESS= .0000E+00 OUTFLOW= .7159E+00 BASIN STORAGE= .1944E-09 PERCENT ERROR= .0

RDB2	MANE	.18	1.29	235.35	1.92	5.00	1.29	235.00	1.92

CONTINUITY SUMMARY (AC-FT) - INFLOW= .7179E+00 EXCESS= .0000E+00 OUTFLOW= .7178E+00 BASIN STORAGE= .6276E-07 PERCENT ERROR= .0

RROFF2F	MANE	3.06	21.38	195.63	1.66	5.00	20.45	195.00	1.66

CONTINUITY SUMMARY (AC-FT) - INFLOW= .8813E+00 EXCESS= .0000E+00 OUTFLOW= .8840E+00 BASIN STORAGE= .4257E-06 PERCENT ERROR= -.3

RROFF2E	MANE	1.40	28.04	200.84	1.46	5.00	28.04	200.00	1.45

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1630E+01 EXCESS= .0000E+00 OUTFLOW= .1631E+01 BASIN STORAGE= .2528E-07 PERCENT ERROR= -.1

RCP33	MANE	.23	317.53	220.31	1.32	5.00	317.46	220.00	1.33

CONTINUITY SUMMARY (AC-FT) - INFLOW= .3207E+02 EXCESS= .0000E+00 OUTFLOW= .3207E+02 BASIN STORAGE= .1518E-06 PERCENT ERROR= .0

RROFF2C	MANE	.27	8.51	190.43	1.45	5.00	8.35	190.00	1.45

CONTINUITY SUMMARY (AC-FT) - INFLOW= .3858E+00 EXCESS= .0000E+00 OUTFLOW= .3857E+00 BASIN STORAGE= .3433E-11 PERCENT ERROR= .0

RROFF2G MANE 1.99 11.36 205.52 2.02 5.00 11.36 205.00 2.02

CONTINUITY SUMMARY (AC-FT) - INFLOW= .7534E+00 EXCESS= .0000E+00 OUTFLOW= .7542E+00 BASIN STORAGE= .7116E-07 PERCENT ERROR= -.1

RBASIN38 MANE 1.62 7.93 192.80 1.18 5.00 7.76 190.00 1.18

CONTINUITY SUMMARY (AC-FT) - INFLOW= .3147E+00 EXCESS= .0000E+00 OUTFLOW= .3159E+00 BASIN STORAGE= .2028E-07 PERCENT ERROR= -.4

RCP2D MANE .19 35.80 195.36 1.73 5.00 35.61 195.00 1.73

CONTINUITY SUMMARY (AC-FT) - INFLOW= .2124E+01 EXCESS= .0000E+00 OUTFLOW= .2124E+01 BASIN STORAGE= .4710E-08 PERCENT ERROR= .0

RCP2B MANE .18 36.88 195.12 1.74 5.00 36.87 195.00 1.74

CONTINUITY SUMMARY (AC-FT) - INFLOW= .2233E+01 EXCESS= .0000E+00 OUTFLOW= .2233E+01 BASIN STORAGE= .1586E-08 PERCENT ERROR= .0

RROFF2A MANE .09 32.33 195.19 1.49 5.00 32.12 195.00 1.49

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1748E+01 EXCESS= .0000E+00 OUTFLOW= .1748E+01 BASIN STORAGE= .2360E-11 PERCENT ERROR= .0

RCP20 MANE .53 346.30 216.14 1.35 5.00 344.66 215.00 1.35

CONTINUITY SUMMARY (AC-FT) - INFLOW= .3613E+02 EXCESS= .0000E+00 OUTFLOW= .3614E+02 BASIN STORAGE= .5032E-06 PERCENT ERROR= .0

RBASIN37 MANE .70 5.66 191.49 1.42 5.00 5.34 190.00 1.42

CONTINUITY SUMMARY (AC-FT) - INFLOW= .2269E+00 EXCESS= .0000E+00 OUTFLOW= .2272E+00 BASIN STORAGE= .5088E-09 PERCENT ERROR= -.1

RCP16 MANE .17 38.86 190.31 2.38 5.00 38.40 190.00 2.38

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1901E+01 EXCESS= .0000E+00 OUTFLOW= .1901E+01 BASIN STORAGE= .2570E-09 PERCENT ERROR= .0

RCP17 MANE .71 46.75 191.81 2.11 5.00 44.06 190.00 2.12

CONTINUITY SUMMARY (AC-FT) - INFLOW= .2254E+01 EXCESS= .0000E+00 OUTFLOW= .2255E+01 BASIN STORAGE= .5177E-08 PERCENT ERROR= -.1

RCP19 MANE .24 55.42 190.60 2.10 5.00 54.33 195.00 2.10

CONTINUITY SUMMARY (AC-FT) - INFLOW= .2798E+01 EXCESS= .0000E+00 OUTFLOW= .2798E+01 BASIN STORAGE= .3153E-08 PERCENT ERROR= .0

RBASIN39	MANE	1.02	4.29	186.78	2.95	5.00	3.65	185.00	2.95

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1568E+00 EXCESS= .0000E+00 OUTFLOW= .1571E+00 BASIN STORAGE= .1087E-08 PERCENT ERROR= -.2

RCP12	MANE	.70	10.49	191.34	2.95	5.00	10.45	190.00	2.95

CONTINUITY SUMMARY (AC-FT) - INFLOW= .4709E+00 EXCESS= .0000E+00 OUTFLOW= .4716E+00 BASIN STORAGE= .4566E-08 PERCENT ERROR= -.1

RCP13	MANE	.31	19.40	185.86	1.97	5.00	19.09	190.00	1.97

CONTINUITY SUMMARY (AC-FT) - INFLOW= .8390E+00 EXCESS= .0000E+00 OUTFLOW= .8390E+00 BASIN STORAGE= .2597E-08 PERCENT ERROR= .0

RCP14	MANE	.63	27.85	190.38	2.05	5.00	27.78	190.00	2.06

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1204E+01 EXCESS= .0000E+00 OUTFLOW= .1204E+01 BASIN STORAGE= .1123E-07 PERCENT ERROR= .0

RCP18	MANE	.41	60.10	186.04	2.15	5.00	58.17	190.00	2.15

CONTINUITY SUMMARY (AC-FT) - INFLOW= .2522E+01 EXCESS= .0000E+00 OUTFLOW= .2522E+01 BASIN STORAGE= .1064E-07 PERCENT ERROR= .0

RCP21	MANE	.06	124.20	190.08	2.15	5.00	124.10	190.00	2.15

CONTINUITY SUMMARY (AC-FT) - INFLOW= .5842E+01 EXCESS= .0000E+00 OUTFLOW= .5841E+01 BASIN STORAGE= .2505E-08 PERCENT ERROR= .0

RDB4	MANE	.19	15.55	225.37	2.02	5.00	15.55	225.00	2.02

CONTINUITY SUMMARY (AC-FT) - INFLOW= .5606E+01 EXCESS= .0000E+00 OUTFLOW= .5606E+01 BASIN STORAGE= .2330E-03 PERCENT ERROR= .0

RCP22	MANE	.28	16.96	190.54	2.05	5.00	16.92	210.00	2.05

CONTINUITY SUMMARY (AC-FT) - INFLOW= .6113E+01 EXCESS= .0000E+00 OUTFLOW= .6113E+01 BASIN STORAGE= .3413E-03 PERCENT ERROR= .0

RBASIN29	MANE	.98	3.71	187.23	2.33	5.00	3.08	190.00	2.33

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1240E+00 EXCESS= .0000E+00 OUTFLOW= .1243E+00 BASIN STORAGE= .1016E-08 PERCENT ERROR= -.2

RBASIN28	MANE	1.27	3.49	188.30	2.24	5.00	3.12	190.00	2.23

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1189E+00 EXCESS= .0000E+00 OUTFLOW= .1192E+00 BASIN STORAGE= .3199E-08 PERCENT ERROR= -.3

RBASIN26	MANE	.37	6.02	190.32	2.31	5.00	6.01	190.00	2.31

CONTINUITY SUMMARY (AC-FT) - INFLOW= .2463E+00 EXCESS= .0000E+00 OUTFLOW= .2464E+00 BASIN STORAGE= .1408E-10 PERCENT ERROR= .0

RBASIN24	MANE	.31	3.79	185.28	2.35	5.00	3.72	185.00	2.36

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1255E+00 EXCESS= .0000E+00 OUTFLOW= .1255E+00 BASIN STORAGE= .2131E-11 PERCENT ERROR= .0

RCP23	MANE	.18	365.23	215.24	1.43	5.00	365.07	215.00	1.43

CONTINUITY SUMMARY (AC-FT) - INFLOW= .4320E+02 EXCESS= .0000E+00 OUTFLOW= .4320E+02 BASIN STORAGE= .1479E-03 PERCENT ERROR= .0

RBASIN27	MANE	.51	14.85	186.13	1.83	5.00	14.72	190.00	1.84

CONTINUITY SUMMARY (AC-FT) - INFLOW= .5853E+00 EXCESS= .0000E+00 OUTFLOW= .5858E+00 BASIN STORAGE= .2367E-09 PERCENT ERROR= -.1

RCP24	MANE	.29	370.35	215.60	1.44	5.00	369.76	215.00	1.44

CONTINUITY SUMMARY (AC-FT) - INFLOW= .4449E+02 EXCESS= .0000E+00 OUTFLOW= .4449E+02 BASIN STORAGE= .9536E-03 PERCENT ERROR= .0

RBASIN9	MANE	.42	8.64	190.76	2.31	5.00	8.43	190.00	2.32

CONTINUITY SUMMARY (AC-FT) - INFLOW= .3696E+00 EXCESS= .0000E+00 OUTFLOW= .3697E+00 BASIN STORAGE= .4332E-10 PERCENT ERROR= .0

RCP1	MANE	.27	15.83	190.17	2.09	5.00	15.78	190.00	2.09

CONTINUITY SUMMARY (AC-FT) - INFLOW= .6678E+00 EXCESS= .0000E+00 OUTFLOW= .6678E+00 BASIN STORAGE= .5839E-10 PERCENT ERROR= .0

RCP2	MANE	.16	27.78	190.17	2.08	5.00	27.62	190.00	2.08

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1220E+01 EXCESS= .0000E+00 OUTFLOW= .1220E+01 BASIN STORAGE= .8024E-10 PERCENT ERROR= .0

RCP3	MANE	.27	38.59	190.25	2.14	5.00	38.29	190.00	2.14

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1714E+01 EXCESS= .0000E+00 OUTFLOW= .1714E+01 BASIN STORAGE= .1868E-09 PERCENT ERROR= .0

RCP4	MANE	.13	52.63	190.31	2.20	5.00	52.16	190.00	2.21

CONTINUITY SUMMARY (AC-FT) - INFLOW= .2350E+01 EXCESS= .0000E+00 OUTFLOW= .2350E+01 BASIN STORAGE= .2461E-09 PERCENT ERROR= .0

RCP5	MANE	.43	66.69	190.55	2.23	5.00	65.52	190.00	2.23

CONTINUITY SUMMARY (AC-FT) - INFLOW= .2975E+01 EXCESS= .0000E+00 OUTFLOW= .2975E+01 BASIN STORAGE= .1404E-08 PERCENT ERROR= .0

RBASIN15	MANE	.42	3.16	186.15	2.38	5.00	3.06	190.00	2.39

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1270E+00 EXCESS= .0000E+00 OUTFLOW= .1270E+00 BASIN STORAGE= .1544E-10 PERCENT ERROR= .0

RCP8	MANE	.12	6.81	185.15	2.38	5.00	6.77	185.00	2.39

CONTINUITY SUMMARY (AC-FT) - INFLOW= .2543E+00 EXCESS= .0000E+00 OUTFLOW= .2543E+00 BASIN STORAGE= .5657E-11 PERCENT ERROR= .0

RDB6	MANE	.61	60.10	195.93	2.03	5.00	58.02	195.00	2.04

CONTINUITY SUMMARY (AC-FT) - INFLOW= .3142E+01 EXCESS= .0000E+00 OUTFLOW= .3143E+01 BASIN STORAGE= .1388E-05 PERCENT ERROR= .0

RBASIN18	MANE	.48	12.35	190.78	5.04	5.00	11.91	190.00	5.05

CONTINUITY SUMMARY (AC-FT) - INFLOW= .5374E+00 EXCESS= .0000E+00 OUTFLOW= .5377E+00 BASIN STORAGE= .9610E-09 PERCENT ERROR= -.1

RDB7	MANE	.13	82.77	195.11	2.26	5.00	82.68	195.00	2.26

CONTINUITY SUMMARY (AC-FT) - INFLOW= .4452E+01 EXCESS= .0000E+00 OUTFLOW= .4452E+01 BASIN STORAGE= .1403E-06 PERCENT ERROR= .0

*** NORMAL END OF HEC-1 ***

```
1****************************************                    ****************************************
 *                                      *                    *                                      *
 *   FLOOD HYDROGRAPH PACKAGE  (HEC-1)  *                    *    U.S. ARMY CORPS OF ENGINEERS      *
 *               JAN   1997             *                    *    HYDROLOGIC ENGINEERING CENTER     *
 *            VERSION 4.1               *                    *          609 SECOND STREET           *
 *                                      *                    *       DAVIS, CALIFORNIA 95616        *
 *  RUN DATE   07FEB17  TIME  09:47:57  *                    *           (916) 756-1104             *
 *                                      *                    *                                      *
 ****************************************                    ****************************************

                                        X     X  XXXXXXX   XXXXX           X
                                        X     X  X        X     X         XX
                                        X     X  X        X                X
                                        XXXXXXX  XXXX     X        XXXXX   X
                                        X     X  X        X                X
                                        X     X  X        X     X          X
                                        X     X  XXXXXXX   XXXXX          XXX
```

THIS PROGRAM REPLACES ALL PREVIOUS VERSIONS OF HEC-1 KNOWN AS HEC1 (JAN 73), HEC1GS, HEC1DB, AND HEC1KW.

THE DEFINITIONS OF VARIABLES -RTIMP- AND -RTIOR- HAVE CHANGED FROM THOSE USED WITH THE 1973-STYLE INPUT STRUCTURE.
THE DEFINITION OF -AMSKK- ON RM-CARD WAS CHANGED WITH REVISIONS DATED 28 SEP 81. THIS IS THE FORTRAN77 VERSION
NEW OPTIONS: DAMBREAK OUTFLOW SUBMERGENCE , SINGLE EVENT DAMAGE CALCULATION, DSS:WRITE STAGE FREQUENCY,
DSS:READ TIME SERIES AT DESIRED CALCULATION INTERVAL   LOSS RATE:GREEN AND AMPT INFILTRATION
KINEMATIC WAVE: NEW FINITE DIFFERENCE ALGORITHM


```
          LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

 *** FREE ***
                        *DIAGRAM
             1          ID        WILDWOOD HILLS
             2          ID        Existing-Conditions HEC-1 Model
             3          ID        100-year, 6-hour Model
             4          ID        Woodson Engineering and Surveying Inc
             5          ID        January 2017
             6          ID        Original Model for Presidio in the Pines
             7          ID        by TRC-BV Engineering (November 2, 2004)
             8          ID        PROPOSED CONDITION (WITH DETENTION@WILWOOD HILLS MHP)
             9          IT       5       0       0     300
            10          IO       5       0       0
            11          IN       5       0       0
                        *

            12          KK   SUB-1
            13          BA   0.012
            14          PH       1    0.96    0.71    1.37    2.21    2.56    2.76    3.18
            15          LS       0   86.62
            16          UD   0.155
                        *

            17          KK  RTRCH1
            18          KM   ROUTE HYDROGRAPH FROM SUB-1 TO CP1
            19          RS       8    FLOW      -1
            20          RC   0.050   0.035   0.050    1145   0.054
            21          RX       0      31      47      63      73     126     155     180
            22          RY      48      46      44      43      43      46      48      54
                        *

            23          KK   SUB-2
            24          BA   0.008
            25          LS       0   81.67
            26          UD   0.074
                        *

            27          KK  SUB-2A
```

```
  28          BA   0.003
  29          LS       0   92.35
  30          UD     0.1
              *

  31          KK    CP1A
  32          KM     COMBINE ROUTED HYDROGRAPHS FROM SUB-1,SUB-2 & SUB-2A
  33          HC       3
              *

  34          KK  RTRCH2
  35          KM         ROUTE HYDROGRAPH FROM CP1 TO CP2
  36          RS       8    FLOW      -1
  37          RC   0.050   0.035   0.050     465   0.073
  38          RX       0      35      52      87     117     157     203     248
  39          RY     106     102     100      97      97     100     104     106
              *
1                                          HEC-1 INPUT                                                  PAGE  2

LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


  40          KK  SUB-3B
  41          KM    RUNOFF FROM SUB-3B
  42          BA    .029
  43          LS       0   73.10
  44          UD    .212
              *

  45          KK  BASIN4
  46          KM    RUNOFF FROM BASIN 4
  47          BA    .002
  48          LS       0   83.56
  49          UD    .086
              *

  50          KK   RCP26
  51          KM    ROUTE CP26 TO CP27
  52          RK     400    0.01   0.016       0      21      10      10
              *

  53          KK BASIN4A
  54          KM    RUNOFF FROM BASIN 4A
  55          BA    .002
  56          LS       0    86.0
  57          UD    .136
              *

  58          KK    CP27
  59          KM    COMBINE BASINS RCP26 & BASIN4A
  60          HC       2
              *

  61          KK BASIN1A
  62          KM    RUNOFF FROM BASIN 1A
  63          BA    .001
  64          LS       0    90.4
  65          UD    .054
              *

  66          KK    CP28
  67          KM    COMBINE BASINS BASIN1A & CP27
  68          HC       2
              *

  69          KK     DB1
  70          KM    DETENTION BASIN 1
  71          RS       1    STOR       0
  72          SV     0.0    0.02    0.09    0.15    0.23   0.31     0.39     0.40
  73          SE  7052.8  7053.0  7053.5  7054.0  7054.5  7055.0  7055.5  7055.52
  74          SQ     0.0    0.21    1.30    3.16    4.14   4.93     5.61     5.63
              *
1                                          HEC-1 INPUT                                                  PAGE  3

LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10
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```
 75          KK    RDB1
 76          KM    ROUTE DB1 TO CP30
 77          RK     320    0.01   0.013       0    CIRC     0.5
             *

 78          KK BASIN4B
 79          KM    RUNOFF FROM BASIN 4B
 80          BA    .002
 81          LS       0   87.81
 82          UD    .071
             *

 83          KK  BASIN3
 84          KM    RUNOFF FROM BASIN 3
 85          BA    .002
 86          LS       0   90.80
 87          UD    .071
             *

 88          KK  SUB-1A
 89          KM    SUB-1A IN PREVIOUS STUDIES WAS ROFF3
 90          KM    RUNOFF FROM SUB-1A
 91          BA    .048
 92          LS       0   87.40
 93          UD    .189
             *

 94          KK RSUB-1A
 95          KM    ROUTE SUB-1A TO CP30
 96          RK    1200    0.01   0.013       0    CIRC     2.5
             *

 97          KK  SUB-1B
 98          KM    RUNOFF FROM SUB-1B
 99          BA    .005
100          LS       0   92.75
101          UD     .06
             *

102          KK  SUB-3A
103          KM    RUNOFF FROM SUB-3A
104          BA    .009
105          LS       0   78.50
106          UD    .148
             *

107          KK    CP30
108          KM    COMBINE BASINS 3, 4B, DB1, & SUB-1A, SUB-1B
109          HC       6
             *
```



```
LINE         ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

110          KK  RTRCH3
111          KM   ROUTE HYDROGRAPH FROM CP30 TO CP2
112          RS       8    FLOW      -1
113          RC   0.050   0.035   0.050     510   0.090
114          RX       0      17      33      62      87      93     105     150
115          RY     102     100      98      97      97      98     100     102
             *

116          KK    CP2A
117          KM     COMBINE ROUTED HYDROGRAPHS FROM CP30 &,CP1A WITH SUB-3B
118          HC       3
             *

119          KK   DBWWH
120          KM    DETENTION BASIN AT WILDWOOD HILLS-Sce-5
121          RS       1    STOR       0
122          SV     0.0    0.63    1.32    2.09    2.93    3.89    4.97
123          SE  6988.0  6989.0  6990.0  6991.0  6992.0  6993.0  6994.0
```

```
 124          SQ     0.0    9.32   32.31   52.41   64.90   75.34   84.51
              *

 125          KK  RTRCH4
 126          KM    ROUTE HYDROGRAPH FROM CP2 TO CP3
 127          RS       8    FLOW      -1
 128          RC   0.050   0.035   0.050     755   0.021
 129          RX       0      33      50     114     169     210     260     288
 130          RY      88      86      84      82      82      84      86      88
              *

 131          KK  SUB-3C
 132          KM    RUNOFF FROM SUB-3C
 133          BA    .026
 134          LS       0   88.29
 135          UD    .179
              *

 136          KK  BASIN5
 137          KM    RUNOFF FROM BASIN 5
 138          BA    .001
 139          LS       0   92.15
 140          UD    .085
              *

 141          KK RBASIN5
 142          KM    ROUTE BASIN5 TO CP29
 143          RK     182    0.01   0.016       0      21      10      10
              *

 144          KK  BASIN1
 145          KM    RUNOFF FROM BASIN 1
 146          BA    .002
 147          LS       0    75.5
 148          UD    .050
              *
1                                          HEC-1 INPUT                                                  PAGE  5

LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


 149          KK RBASIN1
 150          KM    ROUTE BASIN1 TO CP29
 151          RK     100    0.02   0.016       0      21      10      10
              *

 152          KK  BASIN2
 153          KM    RUNOFF FROM BASIN 2
 154          BA    .004
 155          LS       0   90.82
 156          UD    .072
              *

 157          KK    CP29
 158          KM    COMBINE BASINS 1, 2, & 5 AT CP29
 159          HC       3
              *

 160          KK   RCP29
 161          KM    ROUTE CP29 TO DB2
 162          RK     400    0.02   0.016       0      27      10      10
              *

 163          KK     DB2
 164          KM    DETENTION BASIN 2
 165          RS       1    STOR       0
 166          SV     0.0    0.03    0.10    0.20    0.31    0.45    0.62    0.71
 167          SE  7030.5  7031.0  7032.0  7033.0  7034.0  7035.0  7036.0  7036.5
 168          SQ     0.0     0.3     0.7     0.9     1.1    1.25    1.39    1.46
              *

 169          KK    RDB2
 170          KM    ROUTE DB2 TO CP32
 171          RK     100    0.08   0.032       0      10       6       6
              *
```

```
 172          KK BASIN4C
 173          KM    RUNOFF FROM BASIN 4C
 174          BA    .002
 175          LS       0    76.8
 176          UD    .054
              *

 177          KK    CP32
 178          KM    COMBINE BASIN BASIN4C AND DB2
 179          HC       2
              *

 180          KK  RTRCH5
 181          KM         ROUTE HYDROGRAPH FROM CP32 TO CP3
 182          RS       8    FLOW      -1
 183          RC   0.050   0.035   0.050     670   0.090
 184          RX       0       5      10      12      16      22      29      35
 185          RY      98    97.6    97.4    97.3    97.3    97.4    97.6      98
              *
1                                          HEC-1 INPUT                                                  PAGE  6

LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


 186          KK    CP3A
 187          KM     COMBINE SUB-3C WITH ROUTED HYDROGRAPHS FROM CP32 WITH CP2A
 188          HC       3
              *

 189          KK  RTRCH6
 190          KM         ROUTE HYDROGRAPH FROM CP3 TO CP4
 191          RS       8    FLOW      -1
 192          RC   0.050   0.035   0.050     470   0.017
 193          RX       0       8      16      30      52      77     100     123
 194          RY      68      67    66.5      66      66    66.5      67      68
              *

 195          KK    SUB3
 196          BA   0.006
 197          LS       0   77.80
 198          UD   0.100
              *

 199          KK    CP4A
 200          KM    COMBINE ROUTED HYDROGRAPH FROM CP3 WITH SUB-3 HYDROGRAPH
 201          HC       2
              *

 202          KK  ROFF2F
 203          KM    RUNOFF FROM BASIN ROFF2F
 204          BA    .010
 205          LS       0   83.91
 206          UD    .105
              *

 207          KK RROFF2F
 208          KM    ROUTE ROFF2F THRU CHANNEL TO PT7R
 209          RK    3200    0.03   0.032       0      10       6       6
              *

 210          KK  ROFF2E
 211          KM    RUNOFF FROM BASIN ROFF2E
 212          BA    .021
 213          LS       0   81.12
 214          UD    .220
              *

 215          KK RROFF2E
 216          KM    ROUTE ROFF2E THRU CHANNEL TO PT7R
 217          RK    1500    0.03   0.032       0      10       6       6
              *

 218          KK   ROFF1
 219          KM    RUNOFF FROM BASIN ROFF1
```

```
 220          BA    .423
 221          LS       0   78.91
 222          UD    .538
              *
1                                   HEC-1 INPUT                                          PAGE  7

LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


 223          KK    CP33
 224          KM    COMBINE RROFF2F, RROFF2E & ROFF1
 225          HC       3
              *

 226          KK   RCP33
 227          KM    ROUTE CP33 THRU CHANNEL TO PT8R
 228          RK     447    0.03   0.032       0      10       6       6
              *

 229          KK  ROFF2C
 230          KM    RUNOFF FROM BASIN ROFF2C
 231          BA    .005
 232          LS       0   80.99
 233          UD    .131
              *

 234          KK RROFF2C
 235          KM    ROUTE ROFF2C THRU CHANNEL TO CP2D
 236          RK     117    0.03   0.032       0      10       6       6
              *

 237          KK  ROFF2G
 238          KM    RUNOFF FROM BASIN ROFF2G
 239          BA    .007
 240          LS       0   88.55
 241          UD    .292
              *

 242          KK RROFF2G
 243          KM    ROUTE ROFF2G THRU CHANNEL TO CP2D(WORST CASE)
 244          RK    1750    0.03   0.032       0      10       6       6
              *

 245          KK  ROFF2D
 246          KM    RUNOFF FROM BASIN ROFF2D
 247          BA    .006
 248          LS       0   89.39
 249          UD    .164
              *

 250          KK BASIN38
 251          KM    RUNOFF FROM BASIN 38
 252          BA    .005
 253          LS       0   76.80
 254          UD    .070
              *

 255          KKRBASIN38
 256          KM    ROUTE BASIN 38 THRU OFF2D TO CP2D
 257          RK    1280    0.03   0.032       0      10       6       6
              *
1                                   HEC-1 INPUT                                          PAGE  8

LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


 258          KK    CP2D
 259          KM    COMBINE RROFF2C, ROFF2D, RROFF2G, RBASIN38
 260          HC       4
              *

 261          KK   RCP2D
 262          KM    ROUTE RCP2D THRU 24" PIPE TO CP2B
 263          RK     400    0.01   0.013       0    CIRC     2.0
              *
```

```
 264          KK  ROFF2B
 265          KM    RUNOFF FROM BASIN ROFF2B
 266          BA   .0010
 267          LS       0   88.55
 268          UD    .052
              *

 269          KK    CP2B
 270          KM    COMBINE RCP2D & ROFF2B
 271          HC       2
              *

 272          KK   RCP2B
 273          KM    ROUTE CP2B THRU 24" PIPE TO PT8B
 274          RK     130    0.01   0.013       0    CIRC     2.0
              *

 275          KK  ROFF2A
 276          KM    RUNOFF FROM BASIN ROFF2A
 277          BA    .022
 278          LS       0   81.62
 279          UD    .201
              *

 280          KK RROFF2A
 281          KM    ROUTE ROFF2A THRU CHANNEL TO CP20
 282          RK     100    0.03   0.032       0      10       6       6
              *

 283          KK   WASH1
 284          KM    RUNOFF FROM BASIN WASH1
 285          BA    .001
 286          LS       0      77
 287          UD    .050
              *

 288          KK    CP20
 289          KM    COMBINE RCP33, WASH1, RROFF2A, RCP2B
 290          HC       4
              *
```



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LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


 291          KK   RCP20
 292          KM    ROUTE CP20 THRU CHANNEL TO CP23
 293          RK     930    0.03   0.032       0      10       6       6
              *

 294          KK BASIN37
 295          KM    RUNOFF FROM BASIN37
 296          BA    .003
 297          LS       0   80.57
 298          UD    .098
              *

 299          KKRBASIN37
 300          KM    ROUTE BASIN37 TO CP16
 301          RK     800    0.04   0.016       0      27      10      10
              *

 302          KK BASIN36
 303          KM    RUNOFF FROM BASIN 36
 304          BA    .012
 305          LS       0   94.97
 306          UD    .153
              *

 307          KK    CP16
 308          KM    COMBINE RBASIN37 AND BASIN36
 309          HC       2
              *
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```
 310          KK   RCP16
 311          KM    ROUTE CP16 TO CP17
 312          RK     200    0.04   0.016       0      30      10      10
              *

 313          KK BASIN41
 314          KM    RUNOFF FROM BASIN41
 315          BA    .005
 316          LS       0   79.02
 317          UD    .070
              *

 318          KK    CP17
 319          KM    COMBINE RCP16 AND BASIN41
 320          HC       2
              *

 321          KK   RCP17
 322          KM    ROUTE CP17 THRU BASIN35 TO CP19
 323          RK     760    0.01   0.016       0      30      10      10
              *
1                                          HEC-1 INPUT                                                  PAGE 10

LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


 324          KK BASIN35
 325          KM    RUNOFF FROM BASIN 35
 326          BA    .004
 327          LS       0   88.99
 328          UD    .155
              *

 329          KK BASIN28
 330          KM    RUNOFF FROM BASIN 28
 331          BA    .001
 332          LS       0   86.80
 333          UD    .082
              *

 334          KK    CP19
 335          KM    COMBINE BASIN41, BASINS 35 & 28
 336          HC       3
              *

 337          KK   RCP19
 338          KM    ROUTE CP19 THRU BASIN 30 TO CP21
 339          RK     300    0.03   0.016       0      27      10      10
              *

 340          KK BASIN39
 341          KM    RUNOFF FROM BASIN 39
 342          BA    .001
 343          LS       0      98
 344          UD    .050
              *

 345          KKRBASIN39
 346          KM    ROUTE BASIN39 TO CP12
 347          RK     900    0.03   0.016       0      44      10      10
              *

 348          KK BASIN40
 349          KM    RUNOFF FROM BASIN 40
 350          BA    .002
 351          LS       0      98
 352          UD    .089
              *

 353          KK    CP12
 354          KM    COMBINE RBASIN30 & BASIN 40 AT CP12
 355          HC       2
              *

 356          KK   RCP12
```

```
 357          KM    ROUTE CP12 TO CP13
 358          RK     585    0.01   0.016       0      39      10      10
              *
1                                        HEC-1 INPUT                                          PAGE 11

LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


 359          KKAMPHITHEATER
 360          KM    RUNOFF FROM AMP
 361          BA    .004
 362          LS       0   76.14
 363          UD    .050
              *

 364          KK BASIN14
 365          KM    RUNOFF FROM BASIN 14
 366          BA    .001
 367          LS       0   91.88
 368          UD    .065
              *

 369          KK    CP13
 370          KM    COMBINE RCP12, BASIN14 & AMPHITHEATER
 371          HC       3
              *

 372          KK   RCP13
 373          KM    ROUTE CP13 TO CP14
 374          RK     350    0.04   0.016       0      39      10      10
              *

 375          KK BASIN16
 376          KM    RUNOFF FROM BASIN 16
 377          BA    .003
 378          LS       0   91.40
 379          UD    .087
              *

 380          KK    CP14
 381          KM    COMBINE RCP13 & BASIN16 AT CP14
 382          HC       2
              *

 383          KK   RCP14
 384          KM    ROUTE CP14 THRU CP18
 385          RK     520    0.01   0.016       0      27      10      10
              *

 386          KK BASIN33
 387          KM    RUNOFF FROM BASIN 33
 388          BA    .006
 389          LS       0   93.41
 390          UD    .066
              *

 391          KK BASIN34
 392          KM    RUNOFF FROM BASIN 34
 393          BA    .005
 394          LS       0   88.11
 395          UD    .057
              *
1                                        HEC-1 INPUT                                          PAGE 12

LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


 396          KK    CP18
 397          KM    COMBINE RCP14, BASIN33 & BASIN34 AT CP18
 398          HC       3
              *

 399          KK   RCP18
 400          KM    ROUTE CP18 THRU BASIN 30 TO CP21
 401          RK     340    0.01   0.016       0      27      10      10
```

```
                *

 402            KK BASIN30
 403            KM    RUNOFF FROM BASIN30
 404            BA    .004
 405            LS       0   92.91
 406            UD    .066
                *

 407            KK    CP21
 408            KM    COMBINE RCP19, RCP18 & BASIN30 AT CP21
 409            HC       3
                *

 410            KK   RCP21
 411            KM    ROUTE CP21 TO CP31
 412            RK      50    0.02   0.025       0      27      10      10
                *

 413            KK BASIN31
 414            KM    RUNOFF FROM BASIN 31
 415            BA    .001
 416            LS       0   92.60
 417            UD    .064
                *

 418            KK    CP31
 419            KM    COMBINE RCP21 & BASIN31 AT CP31
 420            HC       2
                *

 421            KK     DB4
 422            KM    DETENTION BASIN 4 (KEY OUTLET)
 423            RS       1    STOR       0
 424            SV     0.0     0.7     1.5     2.4     3.3     4.2     4.7
 425            SE  7005.0  7006.0  7007.0  7008.0  7009.0  7010.0  7010.5
 426            SQ     0.0     0.7     2.1     6.9    12.5    16.0    17.5
                *

 427            KK    RDB4
 428            KM    ROUTE DB4 TO CP22
 429            RK     250    0.02   0.013       0    CIRC     2.0
                *
1                                          HEC-1 INPUT                                                  PAGE 13

LINE            ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


 430            KK BASIN32
 431            KM    RUNOFF FROM BASIN 32
 432            BA    .004
 433            LS       0   92.60
 434            UD    .071
                *

 435            KK    CP22
 436            KM    COMBINE BASINS 32 & RDB4 AT CP22
 437            HC       2
                *

 438            KK   RCP22
 439            KM    ROUTE CP22 THRU CHANNEL TO CP23
 440            RK     275    0.03   0.032       0      10       6       6
                *

 441            KK BASIN29
 442            KM    RUNOFF FROM BASIN 29
 443            BA    .001
 444            LS       0      92
 445            UD    .050
                *

 446            KKRBASIN29
 447            KM    ROUTE BASIN29 THRU CHANNEL TO CP23
 448            RK     600    0.03   0.032       0      10       6       6
```

```
                *

 449            KKBASIN28A
 450            KM    RUNOFF FROM BASIN 28A
 451            BA    .001
 452            LS       0   90.97
 453            UD    .050
                *

 454            KKRBASIN28A
 455            KM    ROUTE BASIN28A THRU CHANNEL TO CP23
 456            RK     800    0.03   0.032       0      10       6       6
                *

 457            KK BASIN26
 458            KM    RUNOFF FROM BASIN 26
 459            BA    .002
 460            LS       0   91.84
 461            UD    .085
                *

 462            KKRBASIN26
 463            KM    ROUTE BASIN26 THRU CHANNEL TO CP23
 464            RK     200    0.03   0.032       0      10       6       6
                *
1                                          HEC-1 INPUT                                                PAGE 14

LINE            ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


 465            KK BASIN24
 466            KM    RUNOFF FROM BASIN 24
 467            BA    .001
 468            LS       0   92.30
 469            UD    .050
                *

 470            KKRBASIN24
 471            KM    ROUTE BASIN24 THRU CHANNEL TO CP23
 472            RK     100    0.03   0.032       0      10       6       6
                *

 473            KK   WASH2
 474            KM    RUNOFF FROM BASIN WASH2
 475            BA    .005
 476            LS       0   76.75
 477            UD    .106
                *

 478            KK    CP23
 479            KM    COMBINE RCP20, RCP22, RBASIN29, RBASIN28A, RBASIN26, RBASIN24 & WASH2
 480            HC       7
                *

 481            KK   RCP23
 482            KM    ROUTE CP23 THRU CULVERT TO CP24
 483            RK     100    0.03   0.032       0      20       3       3
                *

 484            KK BASIN27
 485            KM    RUNOFF FROM BASIN27 – MODIFIED TO INCLUDE RUNOFF FROM BOULDER POINTE
 486            BA    .006
 487            LS       0   86.23
 488            UD    .073
                *

 489            KKRBASIN27
 490            KM    ROUTE BASIN27 TO CP25
 491            RK     425    0.01   0.016       0      26      10      10
                *

 492            KK BASIN25
 493            KM    RUNOFF FROM BASIN 25 – MODIFIED TO INCLUDE RUNOFF FROM BOULDER POINTE
 494            BA    .003
 495            LS       0   88.10
```

```
 496          UD    .107
              *

 497          KK    CP25
 498          KM    COMBINE RBASIN27 & BASIN25 AT CP25
 499          HC       2
              *
1                                        HEC-1 INPUT                                          PAGE 15

LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


 500          KK BASIN21
 501          KM    RUNOFF FROM BASIN 21
 502          BA    .003
 503          LS       0   92.60
 504          UD    .125
              *

 505          KK    CP24
 506          KM    COMBINE CP15, CP25 & RCP23
 507          HC       3
              *

 508          KK   RCP24
 509          KM    ROUTE CP24 THRU CHANNEL TO CP11
 510          RK     400    0.03   0.032       0      10       6       6
              *

 511          KK  BASIN9
 512          KM    RUNOFF FROM BASIN 9
 513          BA    .003
 514          LS       0   91.85
 515          UD    .116
              *

 516          KK RBASIN9
 517          KM    ROUTE BASIN 9 THRU BASIN8 TO CP1
 518          RK     260    0.01   0.016       0      27      10      10
              *

 519          KK  BASIN8
 520          KM    RUNOFF FROM BASIN 8
 521          BA    .003
 522          LS       0    86.6
 523          UD    .078
              *

 524          KK     CP1
 525          KM    COMBINE RBASIN9 & BASIN 8
 526          HC       2
              *

 527          KK    RCP1
 528          KM    ROUTE CP1 THRU BASIN7 TO CP2
 529          RK     160    0.02   0.016       0      27      10      10
              *

 530          KK  BASIN7
 531          KM    RUNOFF FROM BASIN 7
 532          BA    .005
 533          LS       0   89.15
 534          UD    .138
              *
1                                        HEC-1 INPUT                                          PAGE 16

LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


 535          KK     CP2
 536          KM    COMBINE RCP1 & BASIN7
 537          HC       2
              *

 538          KK    RCP2
```

```
 539          KM    ROUTE CP2 THRU BASIN10 TO CP3
 540          RK     185    0.05   0.016       0      36      10      10
              *

 541          KK BASIN10
 542          KM    RUNOFF FROM BASIN10
 543          BA    .004
 544          LS       0   91.85
 545          UD    .127
              *

 546          KK     CP3
 547          KM    COMBINE RCP2 & BASIN10
 548          HC       2
              *

 549          KK    RCP3
 550          KM    ROUTE CP3 THRU BASIN11 TO CP4
 551          RK     215    0.03   0.016       0      36      10      10
              *

 552          KK BASIN11
 553          KM    RUNOFF FROM BASIN11
 554          BA    .005
 555          LS       0   92.60
 556          UD    .125
              *

 557          KK     CP4
 558          KM    COMBINE RCP4 & BASIN11
 559          HC       2
              *

 560          KK    RCP4
 561          KM    ROUTE CP4 THRU BASIN13 TO CP5
 562          RK     200    0.03   0.016       0      36      10      10
              *

 563          KK BASIN13
 564          KM    RUNOFF FROM BASIN13
 565          BA    .002
 566          LS       0   91.75
 567          UD    .096
              *
```



```
LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

 568          KK  BASIN6
 569          KM    RUNOFF FROM BASIN 6
 570          BA    .003
 571          LS       0   92.32
 572          UD    .089
              *

 573          KK     CP5
 574          KM    COMBINE RCP4, BASIN13 & BASIN6
 575          HC       3
              *

 576          KK    RCP5
 577          KM    ROUTE CP5 TO CP6
 578          RK     475    0.02   0.016       0      24      10      10
              *

 579          KKBASIN18A
 580          KM    RUNOFF FROM BASIN 18A
 581          BA    .001
 582          LS       0   88.10
 583          UD    .052
              *

 584          KK     CP6
 585          KM    COMBINE RCP5 & BASIN18A
```

```
 586          HC       2
              *

 587          KK     CP6
 588          KM    DIVERT FLOW TO CP10
 589          DT  DIVCP6
 590          DI       0      38
 591          DQ       0       4
              *

 592          KKBASIN17A
 593          KM    RUNOFF FROM BASIN 17A
 594          BA    .001
 595          LS       0   92.60
 596          UD    .050
              *

 597          KK BASIN15
 598          KM    RUNOFF FROM BASIN15
 599          BA    .001
 600          LS       0   92.60
 601          UD    .075
              *
1                                        HEC-1 INPUT                                          PAGE 18

LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

 602          KKRBASIN15
 603          KM    ROUTE BASIN 15 THRU BASIN17 TO CP8
 604          RK     255    0.02   0.016       0      24      10      10
              *

 605          KK BASIN17
 606          KM    RUNOFF FROM BASIN17
 607          BA    .001
 608          LS       0   92.60
 609          UD    .050
              *

 610          KK     CP8
 611          KM    COMBINE RBASIN15 & BASIN17
 612          HC       2
              *

 613          KK    RCP8
 614          KM    ROUTE CP8 TO CP7
 615          RK      40    0.02   0.016       0      24      10      10
              *

 616          KK     CP7
 617          KM    COMBINE BASINS BASIN17A & CP6
 618          HC       3
              *

 619          KK     DB6
 620          KM    DETENTION BASIN 6 (KEY OUTLET)
 621          RS       1    STOR       0
 622          SV     0.0     0.1     0.2     0.4     0.5     0.7     1.0
 623          SE  7034.0  7035.0  7036.0  7037.0  7038.0  7039.0  7040.0
 624          SQ     0.0     0.8    1.25    3.44    4.89   21.87   89.53
              *

 625          KK    RDB6
 626          KM    ROUTE DB6 TO CP10
 627          RK     800    0.02   0.016       0      24      10      10
              *

 628          KK BASIN18
 629          KM    RETRIEVE DIVERSION FROM CP6
 630          DR  DIVCP6
              *

 631          KK BASIN18
 632          KM    RUNOFF FROM BASIN 18
```

```
 633          BA    .002
 634          LS       0   88.25
 635          UD    .099
              *
1                                    HEC-1 INPUT                                    PAGE 19

LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


 636          KK BASIN18
 637          KM    COMBINE DIVCP6 & BASIN18
 638          HC       2
              *

 639          KKRBASIN18
 640          KM    ROUTE BASIN18 THRU BASIN 19 TO CP10
 641          RK     700    0.04   0.016       0      24      10      10
              *

 642          KK BASIN19
 643          KM    RUNOFF FROM BASIN 19
 644          BA    .004
 645          LS       0   92.60
 646          UD    .123
              *

 647          KK BASIN20
 648          KM    RUNOFF FROM BASIN 20
 649          BA    .002
 650          LS       0   92.60
 651          UD    .081
              *

 652          KK    CP10
 653          KM    COMBINE RCP6, RBASIN18, BASIN19 & BASIN20
 654          HC       4
              *

 655          KK     DB7
 656          KM    DETENTION BASIN 1
 657          RS       1    STOR       0
 658          SV     0.0    0.01    0.04    0.10    0.14    0.17
 659          SE  6998.0  6999.0  7000.0  7001.0  7001.5  7002.0
 660          SQ     0.0    0.75    2.12     3.9    31.6    81.4
              *

 661          KK    RDB7
 662          KM    ROUTE DB7 TO CP11
 663          RK      50    0.03   0.032       0      10       6       6
              *

 664          KKBASIN25A
 665          KM    RUNOFF FROM BASIN 25A – MODIFIED TO INCLUDE RUNOFF FROM BOULDER POINTE
 666          BA    .002
 667          LS       0   86.75
 668          UD    .050
              *
1                                    HEC-1 INPUT                                    PAGE 20

LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


 669          KK BASIN22
 670          KM    RUNOFF FROM BASIN 22
 671          BA    .002
 672          LS       0   88.25
 673          UD    .064
              *

 674          KK BASIN23
 675          KM    RUNOFF FROM BASIN 23
 676          BA    .001
 677          LS       0   88.25
 678          UD    .050
              *
```

```
 679          KK   WASH3
 680          KM    RUNOFF FROM WASH3 – MODIFIED TO INCLUDE RUNOFF FROM BOULDER POINTE
 681          BA    .002
 682          LS       0      77
 683          UD    .050
              *

 684          KK   SUB6A
 685          KM    RUNOFF FROM SUBAREA 6A IN BOULDER POINTE
 686          BA    .016
 687          LS       0   86.33
 688          UD     .45
              *

 689          KK    DB6A
 690          KM    DETENTION BASIN FOR SUBAREA 6A IN BOULDER POINTE
 691          RS       1    STOR       0
 692          SV     0.0  0.0002   0.006   0.175   0.379   0.618
 693          SE  7022.0  7023.9  7024.0  7025.0  7026.0  7027.0
 694          SQ     0.0     0.0     0.0     1.7     5.8    13.3
              *

 695          KK   SUB2D
 696          KM    RUNOFF FROM SUBBASIN 2D IN BOULDER POINTE
 697          BA     .04
 698          LS       0    85.0
 699          UD    .522
              *

 700          KK    CPBP
 701          KM    COMBINE DB6A AND SUBBASIN 2D
 702          HC       2
              *

 703          KK    DB2D
 704          KM    DETENTION BASIN FOR SUBBASIN 2D IN BOULDER POINTE
 705          RS       1    STOR       0
 706          SV     0.0   0.285   0.570   0.866   1.184   1.525   1.888
 707          SE  6991.0  6992.0  6993.0  6994.0  6995.0  6996.0  6997.0
 708          SQ     0.0     3.0     8.5   17.72   29.84   44.15   182.3
              *
```



```
LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10


 709          KK    CP11
 710          KM    COMBINE RCP24, RDB7, WASH3, BASINS 25, 23 & 22, AND DB2D
 711          HC       7
              *

 712          KK  RTRCH7
 713          KM         ROUTE HYDROGRAPH FROM CP11 TO CP4
 714          RS       8    FLOW      -1
 715          RC   0.050   0.035   0.050     961   0.023
 716          RX       0      26      35      55      97     136     235     255
 717          RY      80      78      76      74      74      76      78      80
              *

 718          KK    SUB4
 719          BA   0.021
 720          LS       0   81.06
 721          UD    0.22
              *

 722          KK    CP4B
 723          KM         ADD ROUTED HYDROGRAPH FROM CP11 TO SUB4 HYDROGRAPH
 724          HC       2
              *

 725          KK    CP4C
 726          KM         ADD CP4A HYDROGRAPH TO CP4B HYDROGRAPH
 727          HC       2
              *
```

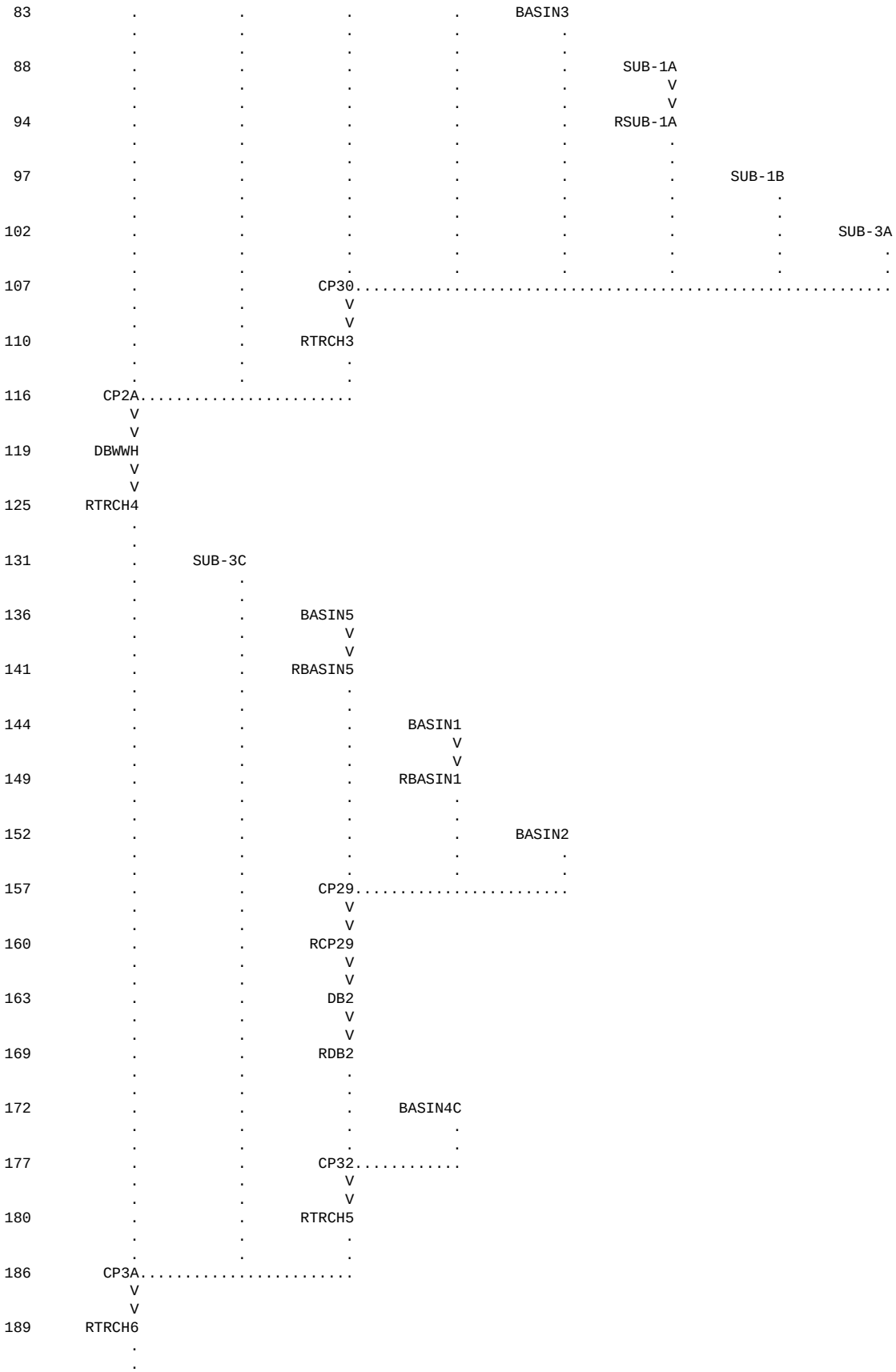
```
            728           KK  RTRCH8
            729           KM         ROUTE HYDROGRAPH FROM CP4 TO CP5
            730           RS       8    FLOW      -1
            731           RC   0.050   0.035   0.050     880   0.009
            732           RX       0      27      61      87     146     227     315     431
            733           RY      68      66      60      59      59      60      62      66
                          *

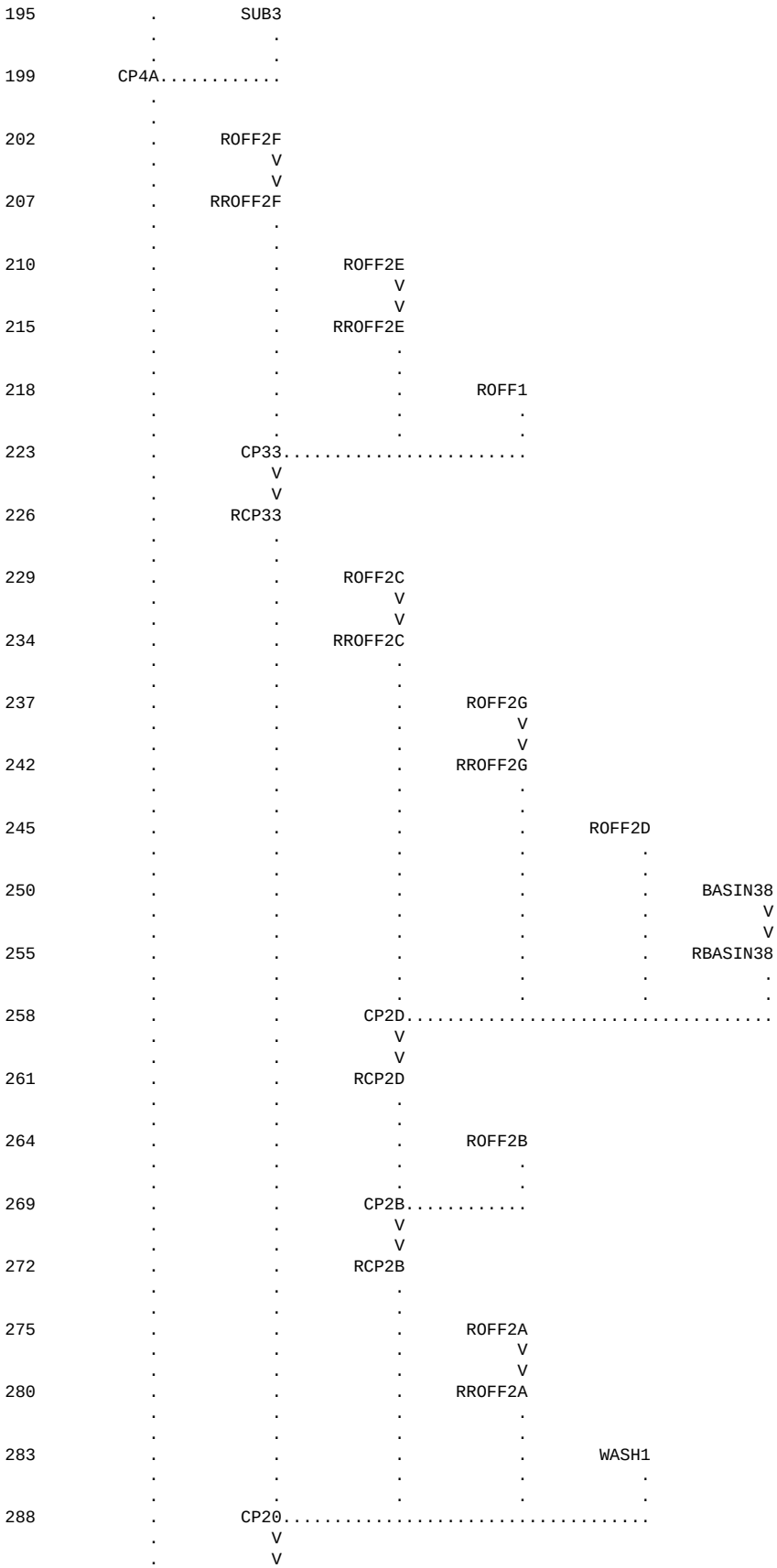
            734           KK    SUB5
            735           BA   0.034
            736           LS       0   90.13
            737           UD   0.099
                          *

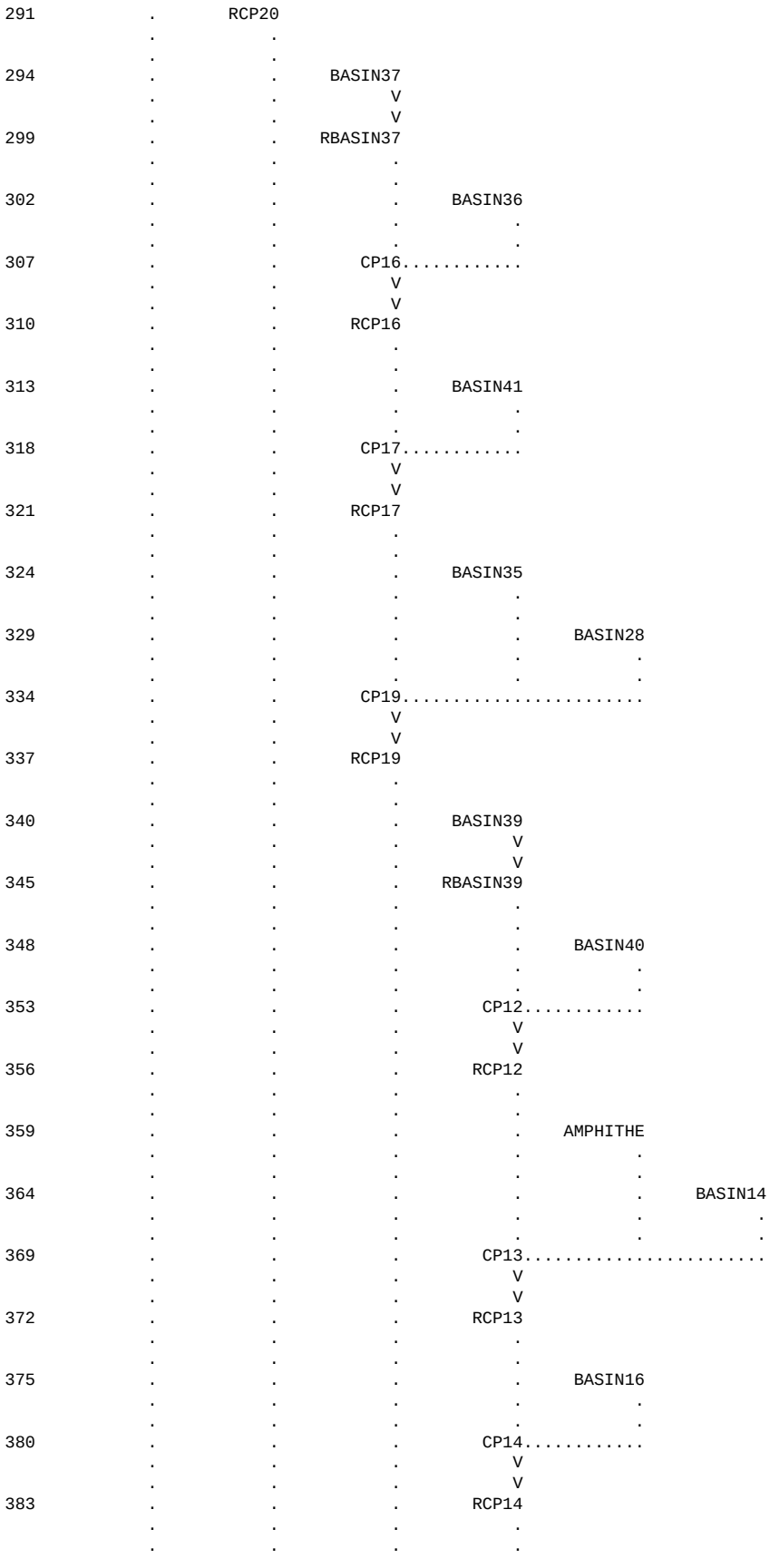
            738           KK     CP5
            739           KM         COMBINE ROUTED HYDROGRAPH FROM CP4 WITH SUB5 HYDROGRAPH
            740           HC       2
                          *
            741           ZZ
1
                 SCHEMATIC DIAGRAM OF STREAM NETWORK
 INPUT
  LINE      (V) ROUTING          (--->) DIVERSION OR PUMP FLOW

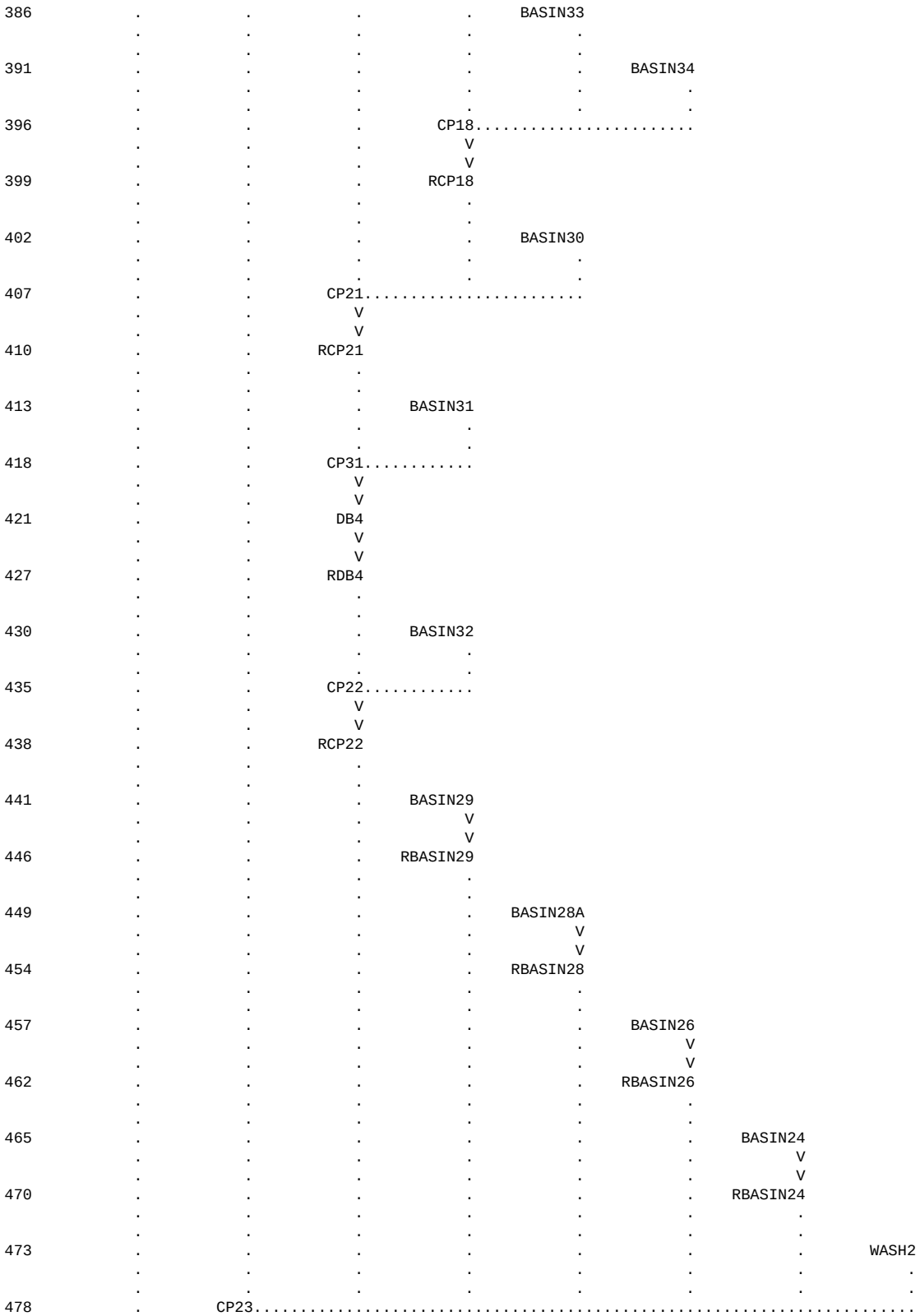
   NO.      (.) CONNECTOR        (<---) RETURN OF DIVERTED OR PUMPED FLOW

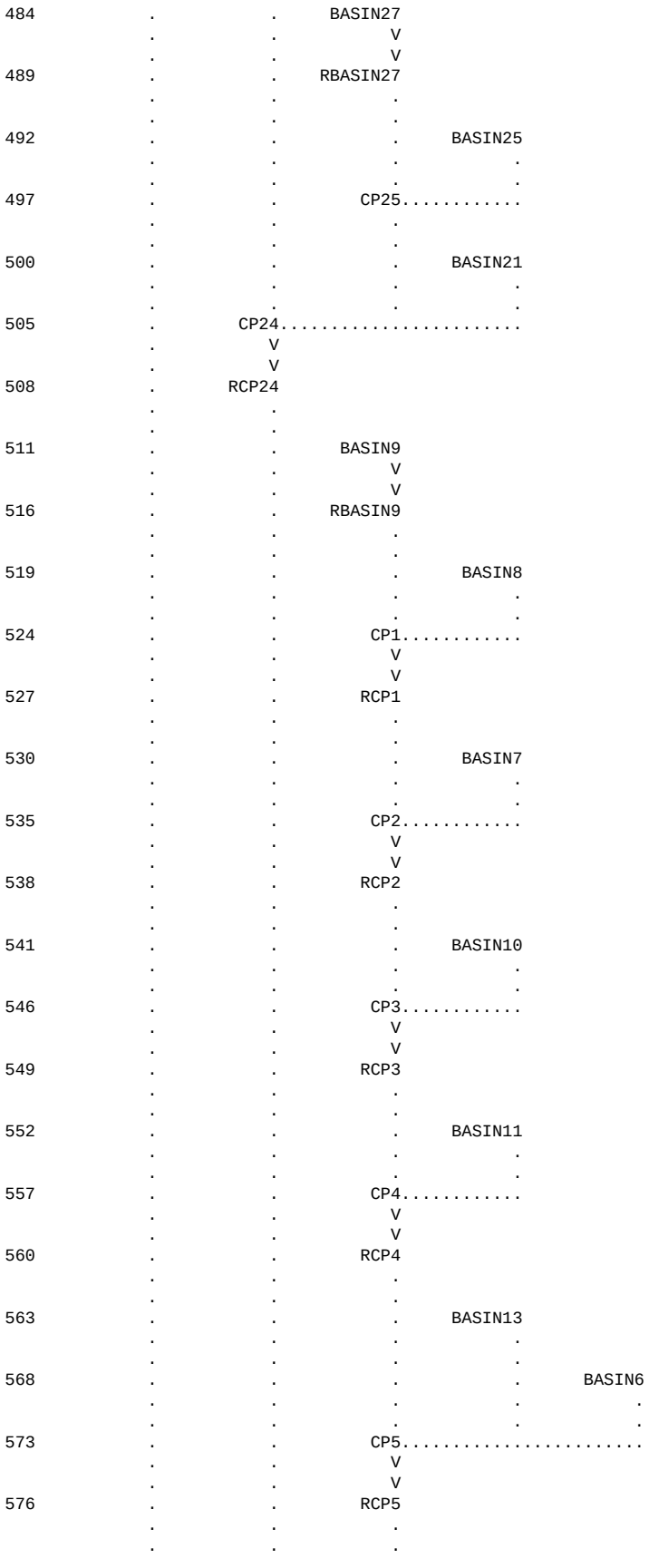
    12       SUB-1
                 V
                 V
    17      RTRCH1
                 .
                 .
    23           .       SUB-2
                 .           .
                 .           .
    27           .           .      SUB-2A
                 .           .           .
                 .           .           .
    31        CP1A.......................
                 V
                 V
    34      RTRCH2
                 .
                 .
    40           .      SUB-3B
                 .           .
                 .           .
    45           .           .      BASIN4
                 .           .           V
                 .           .           V
    50           .           .       RCP26
                 .           .           .
                 .           .           .
    53           .           .           .     BASIN4A
                 .           .           .           .
                 .           .           .           .
    58           .           .        CP27............
                 .           .           .
                 .           .           .
    61           .           .           .     BASIN1A
                 .           .           .           .
                 .           .           .           .
    66           .           .        CP28............
                 .           .           V
                 .           .           V
    69           .           .         DB1
                 .           .           V
                 .           .           V
    75           .           .        RDB1
                 .           .           .
                 .           .           .
    78           .           .           .     BASIN4B
                 .           .           .           .
                 .           .           .           .
```

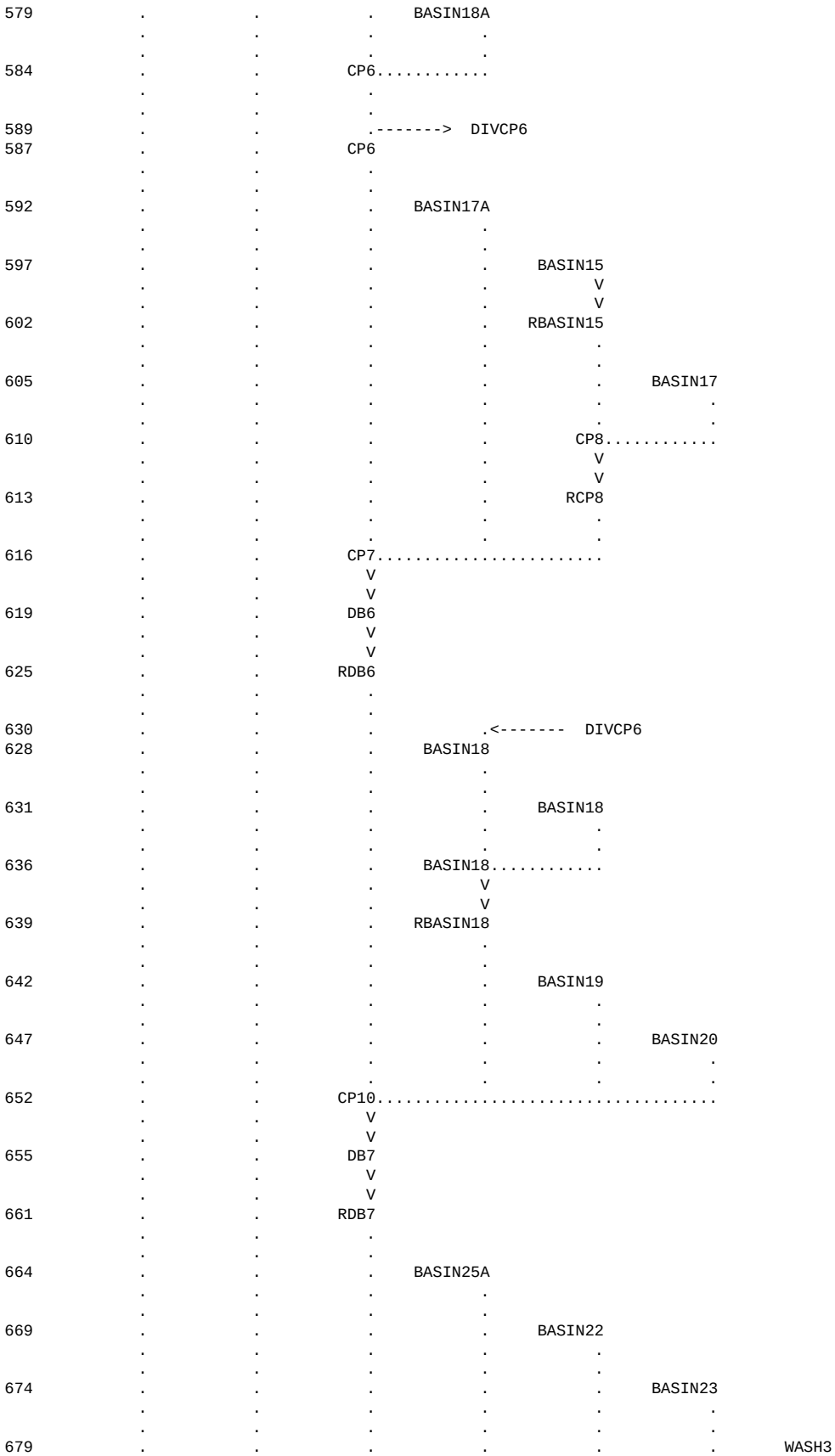

83 BASIN3
88 SUB-1A
94 RSUB-1A
97 SUB-1B
102 SUB-3A
107 CP30
110 RTRCH3
116 CP2A
119 DBWWH
125 RTRCH4
131 SUB-3C
136 BASIN5
141 RBASIN5
144 BASIN1
149 RBASIN1
152 BASIN2
157 CP29
160 RCP29
163 DB2
169 RDB2
172 BASIN4C
177 CP32
180 RTRCH5
186 CP3A
189 RTRCH6

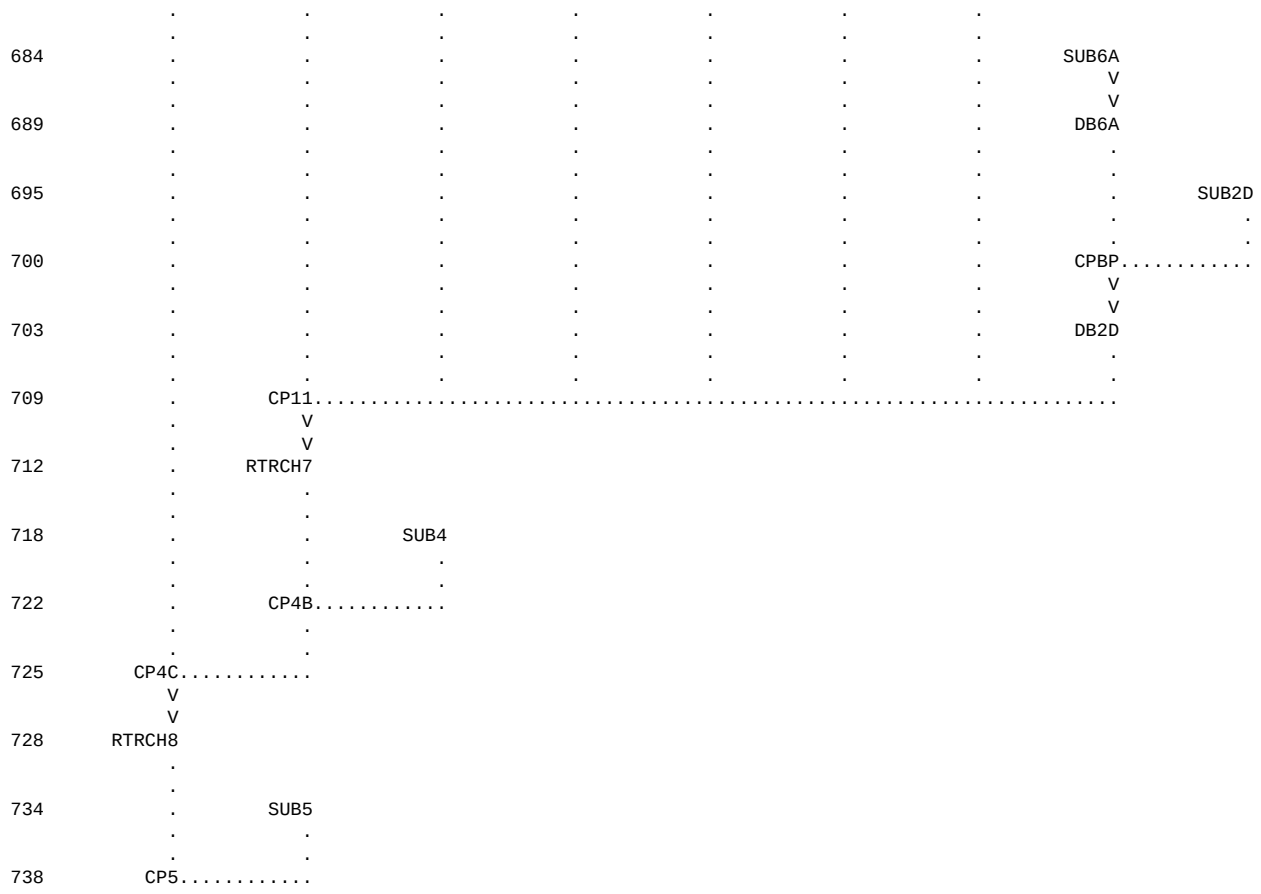

SUB3
CP4A
ROFF2F
RROFF2F
ROFF2E
RROFF2E
ROFF1
CP33
RCP33
ROFF2C
RROFF2C
ROFF2G
RROFF2G
ROFF2D
BASIN38
RBASIN38
CP2D
RCP2D
ROFF2B
CP2B
RCP2B
ROFF2A
RROFF2A
WASH1
CP20


RCP20
BASIN37
RBASIN37
BASIN36
CP16
RCP16
BASIN41
CP17
RCP17
BASIN35
BASIN28
CP19
RCP19
BASIN39
RBASIN39
BASIN40
CP12
RCP12
AMPHITHE
BASIN14
CP13
RCP13
BASIN16
CP14
RCP14


BASIN33
BASIN34
CP18
RCP18
BASIN30
CP21
RCP21
BASIN31
CP31
DB4
RDB4
BASIN32
CP22
RCP22
BASIN29
RBASIN29
BASIN28A
RBASIN28
BASIN26
RBASIN26
BASIN24
RBASIN24
WASH2
CP23
RCP23


484
BASIN27
489
RBASIN27
492
BASIN25
497
CP25
500
BASIN21
505
CP24
508
RCP24
511
BASIN9
516
RBASIN9
519
BASIN8
524
CP1
527
RCP1
530
BASIN7
535
CP2
538
RCP2
541
BASIN10
546
CP3
549
RCP3
552
BASIN11
557
CP4
560
RCP4
563
BASIN13
568
BASIN6
573
CP5
576
RCP5


579
BASIN18A
584
CP6
589
DIVCP6
587
CP6
592
BASIN17A
597
BASIN15
602
RBASIN15
605
BASIN17
610
CP8
613
RCP8
616
CP7
619
DB6
625
RDB6
630
DIVCP6
628
BASIN18
631
BASIN18
636
BASIN18
639
RBASIN18
642
BASIN19
647
BASIN20
652
CP10
655
DB7
661
RDB7
664
BASIN25A
669
BASIN22
674
BASIN23
679
WASH3



(***) RUNOFF ALSO COMPUTED AT THIS LOCATION

```
1*****************************************                    *****************************************
 *                                       *                    *                                       *
 *   FLOOD HYDROGRAPH PACKAGE  (HEC-1)   *                    *    U.S. ARMY CORPS OF ENGINEERS       *
 *               JAN   1997              *                    *    HYDROLOGIC ENGINEERING CENTER      *
 *            VERSION 4.1                *                    *          609 SECOND STREET            *
 *                                       *                    *       DAVIS, CALIFORNIA 95616         *
 *  RUN DATE   07FEB17  TIME  09:47:57   *                    *           (916) 756-1104              *
 *                                       *                    *                                       *
 *****************************************                    *****************************************
```

WILDWOOD HILLS
Existing-Conditions HEC-1 Model
100-year, 6-hour Model
Woodson Engineering and Surveying Inc
January 2017
Original Model for Presidio in the Pines
by TRC-BV Engineering (November 2, 2004)
PROPOSED CONDITION (WITH DETENTION@WILWOOD HILLS MHP)

```
  10 IO          OUTPUT CONTROL VARIABLES
                      IPRNT           5  PRINT CONTROL
                      IPLOT           0  PLOT CONTROL
                      QSCAL          0.  HYDROGRAPH PLOT SCALE

     IT          HYDROGRAPH TIME DATA
                       NMIN           5  MINUTES IN COMPUTATION INTERVAL
                      IDATE      1    0  STARTING DATE
                      ITIME        0000  STARTING TIME
                         NQ         300  NUMBER OF HYDROGRAPH ORDINATES
                     NDDATE      2    0  ENDING DATE
```

```
                NDTIME        0055  ENDING TIME
                ICENT           19  CENTURY MARK

             COMPUTATION INTERVAL     .08 HOURS
                  TOTAL TIME BASE   24.92 HOURS

 ENGLISH UNITS
      DRAINAGE AREA         SQUARE MILES
      PRECIPITATION DEPTH   INCHES
      LENGTH, ELEVATION     FEET
      FLOW                  CUBIC FEET PER SECOND
      STORAGE VOLUME        ACRE-FEET
      SURFACE AREA          ACRES
      TEMPERATURE           DEGREES FAHRENHEIT

*** FDKRUT WARNING TIME STEP CALCULATION FAILED TO CONVERGE. STABILITY PROBLEMS MAY RESULT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 WARNING --- ROUTED OUTFLOW (     83.) IS GREATER THAN MAXIMUM OUTFLOW (     81.) IN STORAGE-OUTFLOW TABLE
1
                                                RUNOFF SUMMARY
                                           FLOW IN CUBIC FEET PER SECOND
                                          TIME IN HOURS,  AREA IN SQUARE MILES

                                    PEAK   TIME OF     AVERAGE FLOW FOR MAXIMUM PERIOD      BASIN     MAXIMUM     TIME OF
          OPERATION       STATION   FLOW     PEAK                                          AREA      STAGE     MAX STAGE
+                                                          6-HOUR     24-HOUR     72-HOUR

          HYDROGRAPH AT
+                          SUB-1      24.    3.25           2.          1.          1.        .01
          ROUTED TO
+                         RTRCH1      24.    3.25           2.          1.          1.        .01
+                                                                                                    43.23        3.25
          HYDROGRAPH AT
+                          SUB-2      16.    3.17           1.          0.          0.        .01
          HYDROGRAPH AT
+                         SUB-2A       9.    3.17           1.          0.          0.        .00
          3 COMBINED AT
+                           CP1A      42.    3.17           4.          1.          1.        .02
          ROUTED TO
+                         RTRCH2      42.    3.25           4.          1.          1.        .02
+                                                                                                    97.19        3.25
          HYDROGRAPH AT
+                         SUB-3B      25.    3.33           3.          1.          1.        .03
          HYDROGRAPH AT
+                         BASIN4       4.    3.17           0.          0.          0.        .00
```

	ROUTED TO								
+		RCP26	4.	3.17	0.	0.	0.	.00	
	HYDROGRAPH AT								
+		BASIN4A	4.	3.17	0.	0.	0.	.00	
	2 COMBINED AT								
+		CP27	9.	3.17	1.	0.	0.	.00	
	HYDROGRAPH AT								
+		BASIN1A	3.	3.08	0.	0.	0.	.00	
	2 COMBINED AT								
+		CP28	11.	3.17	1.	0.	0.	.01	
	ROUTED TO								
+		DB1	4.	3.42	1.	0.	0.	.01	
+									7054.40 3.42
	ROUTED TO								
+		RDB1	4.	3.42	1.	0.	0.	.01	
	HYDROGRAPH AT								
+		BASIN4B	5.	3.08	0.	0.	0.	.00	
	HYDROGRAPH AT								
+		BASIN3	6.	3.08	0.	0.	0.	.00	
	HYDROGRAPH AT								
+		SUB-1A	95.	3.25	10.	2.	2.	.05	
	ROUTED TO								
+		RSUB-1A	93.	3.25	10.	2.	2.	.05	
	HYDROGRAPH AT								
+		SUB-1B	18.	3.08	1.	0.	0.	.00	
	HYDROGRAPH AT								
+		SUB-3A	13.	3.25	1.	0.	0.	.01	
	6 COMBINED AT								
+		CP30	124.	3.25	14.	4.	3.	.07	
	ROUTED TO								
+		RTRCH3	124.	3.25	14.	4.	3.	.07	
+									97.52 3.25
	3 COMBINED AT								
+		CP2A	191.	3.25	22.	5.	5.	.12	
	ROUTED TO								
+		DBWWH	78.	3.58	22.	5.	5.	.12	
+									6993.33 3.58
	ROUTED TO								
+		RTRCH4	80.	3.58	22.	5.	5.	.12	
+									82.38 3.58
	HYDROGRAPH AT								
+		SUB-3C	55.	3.25	6.	1.	1.	.03	
	HYDROGRAPH AT								
+		BASIN5	3.	3.17	0.	0.	0.	.00	
	ROUTED TO								
+		RBASIN5	3.	3.17	0.	0.	0.	.00	
	HYDROGRAPH AT								
+		BASIN1	4.	3.08	0.	0.	0.	.00	
	ROUTED TO								
+		RBASIN1	3.	3.08	0.	0.	0.	.00	
	HYDROGRAPH AT								
+		BASIN2	12.	3.08	1.	0.	0.	.00	

	3 COMBINED AT								
+	CP29	18.	3.08	1.	0.	0.	.01		
	ROUTED TO								
+	RCP29	17.	3.17	1.	0.	0.	.01		
	ROUTED TO								
+	DB2	1.	3.83	1.	0.	0.	.01		
+								7035.26	3.92
	ROUTED TO								
+	RDB2	1.	3.83	1.	0.	0.	.01		
	HYDROGRAPH AT								
+	BASIN4C	4.	3.08	0.	0.	0.	.00		
	2 COMBINED AT								
+	CP32	4.	3.08	1.	0.	0.	.01		
	ROUTED TO								
+	RTRCH5	5.	3.17	1.	0.	0.	.01		
+								97.45	3.17
	3 COMBINED AT								
+	CP3A	112.	3.33	29.	7.	7.	.16		
	ROUTED TO								
+	RTRCH6	113.	3.42	29.	7.	7.	.16		
+								66.67	3.42
	HYDROGRAPH AT								
+	SUB3	10.	3.17	1.	0.	0.	.01		
	2 COMBINED AT								
+	CP4A	116.	3.42	29.	7.	7.	.16		
	HYDROGRAPH AT								
+	ROFF2F	22.	3.17	2.	0.	0.	.01		
	ROUTED TO								
+	RROFF2F	20.	3.25	2.	0.	0.	.01		
	HYDROGRAPH AT								
+	ROFF2E	28.	3.33	3.	1.	1.	.02		
	ROUTED TO								
+	RROFF2E	28.	3.33	3.	1.	1.	.02		
	HYDROGRAPH AT								
+	ROFF1	299.	3.67	60.	15.	14.	.42		
	3 COMBINED AT								
+	CP33	318.	3.67	65.	16.	16.	.45		
	ROUTED TO								
+	RCP33	317.	3.67	65.	16.	16.	.45		
	HYDROGRAPH AT								
+	ROFF2C	9.	3.17	1.	0.	0.	.00		
	ROUTED TO								
+	RROFF2C	8.	3.17	1.	0.	0.	.00		
	HYDROGRAPH AT								
+	ROFF2G	11.	3.33	2.	0.	0.	.01		
	ROUTED TO								
+	RROFF2G	11.	3.42	2.	0.	0.	.01		
	HYDROGRAPH AT								
+	ROFF2D	13.	3.25	1.	0.	0.	.01		
	HYDROGRAPH AT								
+	BASIN38	8.	3.17	1.	0.	0.	.00		

```
          ROUTED TO
+                    RBASIN38         8.    3.17          1.          0.          0.        .00

          4 COMBINED AT
+                        CP2D        36.    3.25          4.          1.          1.        .02

          ROUTED TO
+                        RCP2D       36.    3.25          4.          1.          1.        .02

          HYDROGRAPH AT
+                       ROFF2B        3.    3.08          0.          0.          0.        .00

          2 COMBINED AT
+                        CP2B        37.    3.25          5.          1.          1.        .02

          ROUTED TO
+                        RCP2B       37.    3.25          5.          1.          1.        .02

          HYDROGRAPH AT
+                       ROFF2A       32.    3.25          4.          1.          1.        .02

          ROUTED TO
+                      RROFF2A       32.    3.25          4.          1.          1.        .02

          HYDROGRAPH AT
+                         WASH1        2.    3.08          0.          0.          0.        .00

          4 COMBINED AT
+                         CP20       347.    3.58         73.         18.         18.        .50

          ROUTED TO
+                         RCP20      345.    3.58         73.         18.         18.        .50

          HYDROGRAPH AT
+                       BASIN37        6.    3.17          0.          0.          0.        .00

          ROUTED TO
+                      RBASIN37        5.    3.17          0.          0.          0.        .00

          HYDROGRAPH AT
+                       BASIN36       34.    3.17          3.          1.          1.        .01

          2 COMBINED AT
+                         CP16        39.    3.17          4.          1.          1.        .02

          ROUTED TO
+                         RCP16       38.    3.17          4.          1.          1.        .02

          HYDROGRAPH AT
+                       BASIN41        9.    3.17          1.          0.          0.        .00

          2 COMBINED AT
+                         CP17        47.    3.17          5.          1.          1.        .02

          ROUTED TO
+                         RCP17       44.    3.17          5.          1.          1.        .02

          HYDROGRAPH AT
+                       BASIN35        9.    3.17          1.          0.          0.        .00

          HYDROGRAPH AT
+                       BASIN28        3.    3.17          0.          0.          0.        .00

          3 COMBINED AT
+                         CP19        55.    3.17          6.          1.          1.        .03

          ROUTED TO
+                         RCP19       54.    3.25          6.          1.          1.        .03

          HYDROGRAPH AT
+                       BASIN39        4.    3.08          0.          0.          0.        .00

          ROUTED TO
+                      RBASIN39        4.    3.08          0.          0.          0.        .00
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```
         HYDROGRAPH AT
+                     BASIN40         7.    3.17          1.          0.          0.        .00
         2 COMBINED AT
+                        CP12        11.    3.17          1.          0.          0.        .00
         ROUTED TO
+                        RCP12       10.    3.17          1.          0.          0.        .00
         HYDROGRAPH AT
+                     AMPHITHE         7.    3.08          0.          0.          0.        .00
         HYDROGRAPH AT
+                     BASIN14         3.    3.08          0.          0.          0.        .00
         3 COMBINED AT
+                        CP13        19.    3.08          2.          0.          0.        .01
         ROUTED TO
+                        RCP13       19.    3.17          2.          0.          0.        .01
         HYDROGRAPH AT
+                     BASIN16         9.    3.17          1.          0.          0.        .00
         2 COMBINED AT
+                        CP14        28.    3.17          2.          1.          1.        .01
         ROUTED TO
+                        RCP14       28.    3.17          2.          1.          1.        .01
         HYDROGRAPH AT
+                     BASIN33        21.    3.08          2.          0.          0.        .01
         HYDROGRAPH AT
+                     BASIN34        16.    3.08          1.          0.          0.        .00
         3 COMBINED AT
+                        CP18        60.    3.08          5.          1.          1.        .02
         ROUTED TO
+                        RCP18       58.    3.17          5.          1.          1.        .02
         HYDROGRAPH AT
+                     BASIN30        14.    3.08          1.          0.          0.        .00
         3 COMBINED AT
+                        CP21       124.    3.17         12.          3.          3.        .05
         ROUTED TO
+                        RCP21      124.    3.17         12.          3.          3.        .05
         HYDROGRAPH AT
+                     BASIN31         3.    3.08          0.          0.          0.        .00
         2 COMBINED AT
+                        CP31       127.    3.17         12.          3.          3.        .05
         ROUTED TO
+                         DB4        16.    3.75          9.          3.          3.        .05
+                                                                                  7009.87      3.75
         ROUTED TO
+                        RDB4        16.    3.75          9.          3.          3.        .05
         HYDROGRAPH AT
+                     BASIN32        13.    3.08          1.          0.          0.        .00
         2 COMBINED AT
+                        CP22        17.    3.17         10.          3.          3.        .06
         ROUTED TO
+                        RCP22       17.    3.50         10.          3.          3.        .06
         HYDROGRAPH AT
```

+	BASIN29	4.	3.08	0.	0.	0.	.00
	ROUTED TO						
+	RBASIN29	3.	3.17	0.	0.	0.	.00
	HYDROGRAPH AT						
+	BASIN28A	4.	3.08	0.	0.	0.	.00
	ROUTED TO						
+	RBASIN28	3.	3.17	0.	0.	0.	.00
	HYDROGRAPH AT						
+	BASIN26	6.	3.17	0.	0.	0.	.00
	ROUTED TO						
+	RBASIN26	6.	3.17	0.	0.	0.	.00
	HYDROGRAPH AT						
+	BASIN24	4.	3.08	0.	0.	0.	.00
	ROUTED TO						
+	RBASIN24	4.	3.08	0.	0.	0.	.00
	HYDROGRAPH AT						
+	WASH2	8.	3.17	1.	0.	0.	.00
	7 COMBINED AT						
+	CP23	365.	3.58	84.	22.	21.	.57
	ROUTED TO						
+	RCP23	365.	3.58	84.	22.	21.	.57
	HYDROGRAPH AT						
+	BASIN27	15.	3.08	1.	0.	0.	.01
	ROUTED TO						
+	RBASIN27	15.	3.17	1.	0.	0.	.01
	HYDROGRAPH AT						
+	BASIN25	8.	3.17	1.	0.	0.	.00
	2 COMBINED AT						
+	CP25	23.	3.17	2.	0.	0.	.01
	HYDROGRAPH AT						
+	BASIN21	9.	3.17	1.	0.	0.	.00
	3 COMBINED AT						
+	CP24	371.	3.58	87.	22.	22.	.58
	ROUTED TO						
+	RCP24	370.	3.58	87.	22.	22.	.58
	HYDROGRAPH AT						
+	BASIN9	9.	3.17	1.	0.	0.	.00
	ROUTED TO						
+	RBASIN9	8.	3.17	1.	0.	0.	.00
	HYDROGRAPH AT						
+	BASIN8	8.	3.17	1.	0.	0.	.00
	2 COMBINED AT						
+	CP1	16.	3.17	1.	0.	0.	.01
	ROUTED TO						
+	RCP1	16.	3.17	1.	0.	0.	.01
	HYDROGRAPH AT						
+	BASIN7	12.	3.17	1.	0.	0.	.00
	2 COMBINED AT						
+	CP2	28.	3.17	2.	1.	1.	.01
	ROUTED TO						

```
+                          RCP2        28.    3.17           2.          1.          1.        .01
         HYDROGRAPH AT
+                        BASIN10        11.    3.17           1.          0.          0.        .00
         2 COMBINED AT
+                           CP3        39.    3.17           3.          1.          1.        .02
         ROUTED TO
+                          RCP3        38.    3.17           3.          1.          1.        .02
         HYDROGRAPH AT
+                        BASIN11        14.    3.17           1.          0.          0.        .00
         2 COMBINED AT
+                           CP4        53.    3.17           5.          1.          1.        .02
         ROUTED TO
+                          RCP4        52.    3.17           5.          1.          1.        .02
         HYDROGRAPH AT
+                        BASIN13         6.    3.17           0.          0.          0.        .00
         HYDROGRAPH AT
+                         BASIN6         9.    3.17           1.          0.          0.        .00
         3 COMBINED AT
+                           CP5        67.    3.17           6.          1.          1.        .02
         ROUTED TO
+                          RCP5        66.    3.17           6.          2.          1.        .02
         HYDROGRAPH AT
+                       BASIN18A         3.    3.08           0.          0.          0.        .00
         2 COMBINED AT
+                           CP6        68.    3.17           6.          2.          1.        .03
         DIVERSION TO
+                         DIVCP6         7.    3.17           1.          0.          0.        .03
         HYDROGRAPH AT
+                           CP6        61.    3.17           6.          1.          1.        .03
         HYDROGRAPH AT
+                       BASIN17A         4.    3.08           0.          0.          0.        .00
         HYDROGRAPH AT
+                        BASIN15         3.    3.08           0.          0.          0.        .00
         ROUTED TO
+                       RBASIN15         3.    3.17           0.          0.          0.        .00
         HYDROGRAPH AT
+                        BASIN17         4.    3.08           0.          0.          0.        .00
         2 COMBINED AT
+                           CP8         7.    3.08           1.          0.          0.        .00
         ROUTED TO
+                          RCP8         7.    3.08           1.          0.          0.        .00
         3 COMBINED AT
+                           CP7        69.    3.17           6.          2.          2.        .03
         ROUTED TO
+                           DB6        61.    3.25           6.          2.          2.        .03
+                                                                                                  7039.58        3.25
         ROUTED TO
+                          RDB6        58.    3.25           6.          2.          2.        .03
         HYDROGRAPH AT
+                        BASIN18         7.    3.17           1.          0.          0.        .00
```

	HYDROGRAPH AT								
+		BASIN18	5.	3.17	0.	0.	0.	.00	
	2 COMBINED AT								
+		BASIN18	12.	3.17	1.	0.	0.	.00	
	ROUTED TO								
+		RBASIN18	12.	3.17	1.	0.	0.	.00	
	HYDROGRAPH AT								
+		BASIN19	12.	3.17	1.	0.	0.	.00	
	HYDROGRAPH AT								
+		BASIN20	6.	3.17	1.	0.	0.	.00	
	4 COMBINED AT								
+		CP10	82.	3.25	9.	2.	2.	.04	
	ROUTED TO								
+		DB7	83.	3.25	9.	2.	2.	.04	
+									7002.02 3.25
	ROUTED TO								
+		RDB7	83.	3.25	9.	2.	2.	.04	
	HYDROGRAPH AT								
+		BASIN25A	6.	3.08	0.	0.	0.	.00	
	HYDROGRAPH AT								
+		BASIN22	6.	3.08	0.	0.	0.	.00	
	HYDROGRAPH AT								
+		BASIN23	3.	3.08	0.	0.	0.	.00	
	HYDROGRAPH AT								
+		WASH3	4.	3.08	0.	0.	0.	.00	
	HYDROGRAPH AT								
+		SUB6A	18.	3.50	3.	1.	1.	.02	
	ROUTED TO								
+		DB6A	12.	3.92	3.	1.	1.	.02	
+									7026.76 3.92
	HYDROGRAPH AT								
+		SUB2D	39.	3.58	7.	2.	2.	.04	
	2 COMBINED AT								
+		CPBP	49.	3.67	11.	3.	3.	.06	
	ROUTED TO								
+		DB2D	37.	4.00	10.	3.	3.	.06	
+									6995.51 4.00
	7 COMBINED AT								
+		CP11	419.	3.58	107.	28.	27.	.68	
	ROUTED TO								
+		RTRCH7	419.	3.67	107.	28.	27.	.68	
+									75.16 3.67
	HYDROGRAPH AT								
+		SUB4	28.	3.33	3.	1.	1.	.02	
	2 COMBINED AT								
+		CP4B	432.	3.58	111.	28.	27.	.70	
	2 COMBINED AT								
+		CP4C	532.	3.58	140.	36.	35.	.86	
	ROUTED TO								
+		RTRCH8	534.	3.50	140.	36.	35.	.86	
+									60.17 3.50
	HYDROGRAPH AT								

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+                          SUB5        97.    3.17          8.          2.          2.        .03

         2 COMBINED AT
+                           CP5       555.    3.50        148.         38.         37.        .90
1
                                        SUMMARY OF KINEMATIC WAVE - MUSKINGUM-CUNGE ROUTING
                                            (FLOW IS DIRECT RUNOFF WITHOUT BASE FLOW)
                                                                                  INTERPOLATED TO
                                                                               COMPUTATION INTERVAL
           ISTAQ    ELEMENT      DT       PEAK    TIME TO     VOLUME      DT       PEAK    TIME TO     VOLUME
                                                     PEAK                                     PEAK

                                (MIN)     (CFS)      (MIN)     (IN)     (MIN)     (CFS)     (MIN)       (IN)

             RCP26  MANE          .70      4.38    190.83      1.63      5.00      4.30    190.00        1.63

 CONTINUITY SUMMARY (AC-FT) - INFLOW= .1735E+00 EXCESS= .0000E+00 OUTFLOW= .1737E+00 BASIN STORAGE= .2919E-09 PERCENT ERROR=   -.1

              RDB1  MANE          .33      3.95    205.78      1.81      5.00      3.94    205.00        1.81

 CONTINUITY SUMMARY (AC-FT) - INFLOW= .4835E+00 EXCESS= .0000E+00 OUTFLOW= .4835E+00 BASIN STORAGE= .1222E-08 PERCENT ERROR=    .0

           RSUB-1A  MANE          .57     94.55    195.84      1.92      5.00     92.96    195.00        1.93

 CONTINUITY SUMMARY (AC-FT) - INFLOW= .4922E+01 EXCESS= .0000E+00 OUTFLOW= .4923E+01 BASIN STORAGE= .4157E-11 PERCENT ERROR=    .0

           RBASIN5  MANE          .36      3.04    190.19      2.34      5.00      3.03    190.00        2.34

 CONTINUITY SUMMARY (AC-FT) - INFLOW= .1247E+00 EXCESS= .0000E+00 OUTFLOW= .1247E+00 BASIN STORAGE= .1421E-10 PERCENT ERROR=    .0

           RBASIN1  MANE          .25      3.47    185.32      1.10      5.00      3.38    185.00        1.11

 CONTINUITY SUMMARY (AC-FT) - INFLOW= .1177E+00 EXCESS= .0000E+00 OUTFLOW= .1177E+00 BASIN STORAGE= .1001E-11 PERCENT ERROR=    .0

             RCP29  MANE          .39     18.15    186.01      1.92      5.00     17.43    190.00        1.92

 CONTINUITY SUMMARY (AC-FT) - INFLOW= .7157E+00 EXCESS= .0000E+00 OUTFLOW= .7159E+00 BASIN STORAGE= .1944E-09 PERCENT ERROR=    .0

              RDB2  MANE          .18      1.29    235.35      1.92      5.00      1.29    235.00        1.92

 CONTINUITY SUMMARY (AC-FT) - INFLOW= .7179E+00 EXCESS= .0000E+00 OUTFLOW= .7178E+00 BASIN STORAGE= .6276E-07 PERCENT ERROR=    .0

           RROFF2F  MANE         3.06     21.38    195.63      1.66      5.00     20.45    195.00        1.66

 CONTINUITY SUMMARY (AC-FT) - INFLOW= .8813E+00 EXCESS= .0000E+00 OUTFLOW= .8840E+00 BASIN STORAGE= .4257E-06 PERCENT ERROR=   -.3

           RROFF2E  MANE         1.40     28.04    200.84      1.46      5.00     28.04    200.00        1.45

 CONTINUITY SUMMARY (AC-FT) - INFLOW= .1630E+01 EXCESS= .0000E+00 OUTFLOW= .1631E+01 BASIN STORAGE= .2528E-07 PERCENT ERROR=   -.1

             RCP33  MANE          .23    317.53    220.31      1.32      5.00    317.46    220.00        1.33

 CONTINUITY SUMMARY (AC-FT) - INFLOW= .3207E+02 EXCESS= .0000E+00 OUTFLOW= .3207E+02 BASIN STORAGE= .1518E-06 PERCENT ERROR=    .0

           RROFF2C  MANE          .27      8.51    190.43      1.45      5.00      8.35    190.00        1.45
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CONTINUITY SUMMARY (AC-FT) - INFLOW= .3858E+00 EXCESS= .0000E+00 OUTFLOW= .3857E+00 BASIN STORAGE= .3433E-11 PERCENT ERROR= .0

RROFF2G MANE 1.99 11.36 205.52 2.02 5.00 11.36 205.00 2.02

CONTINUITY SUMMARY (AC-FT) - INFLOW= .7534E+00 EXCESS= .0000E+00 OUTFLOW= .7542E+00 BASIN STORAGE= .7116E-07 PERCENT ERROR= -.1

RBASIN38 MANE 1.62 7.93 192.80 1.18 5.00 7.76 190.00 1.18

CONTINUITY SUMMARY (AC-FT) - INFLOW= .3147E+00 EXCESS= .0000E+00 OUTFLOW= .3159E+00 BASIN STORAGE= .2028E-07 PERCENT ERROR= -.4

RCP2D MANE .19 35.80 195.36 1.73 5.00 35.61 195.00 1.73

CONTINUITY SUMMARY (AC-FT) - INFLOW= .2124E+01 EXCESS= .0000E+00 OUTFLOW= .2124E+01 BASIN STORAGE= .4710E-08 PERCENT ERROR= .0

RCP2B MANE .18 36.88 195.12 1.74 5.00 36.87 195.00 1.74

CONTINUITY SUMMARY (AC-FT) - INFLOW= .2233E+01 EXCESS= .0000E+00 OUTFLOW= .2233E+01 BASIN STORAGE= .1586E-08 PERCENT ERROR= .0

RROFF2A MANE .09 32.33 195.19 1.49 5.00 32.12 195.00 1.49

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1748E+01 EXCESS= .0000E+00 OUTFLOW= .1748E+01 BASIN STORAGE= .2360E-11 PERCENT ERROR= .0

RCP20 MANE .53 346.30 216.14 1.35 5.00 344.66 215.00 1.35

CONTINUITY SUMMARY (AC-FT) - INFLOW= .3613E+02 EXCESS= .0000E+00 OUTFLOW= .3614E+02 BASIN STORAGE= .5032E-06 PERCENT ERROR= .0

RBASIN37 MANE .70 5.66 191.49 1.42 5.00 5.34 190.00 1.42

CONTINUITY SUMMARY (AC-FT) - INFLOW= .2269E+00 EXCESS= .0000E+00 OUTFLOW= .2272E+00 BASIN STORAGE= .5088E-09 PERCENT ERROR= -.1

RCP16 MANE .17 38.86 190.31 2.38 5.00 38.40 190.00 2.38

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1901E+01 EXCESS= .0000E+00 OUTFLOW= .1901E+01 BASIN STORAGE= .2570E-09 PERCENT ERROR= .0

RCP17 MANE .71 46.75 191.81 2.11 5.00 44.06 190.00 2.12

CONTINUITY SUMMARY (AC-FT) - INFLOW= .2254E+01 EXCESS= .0000E+00 OUTFLOW= .2255E+01 BASIN STORAGE= .5177E-08 PERCENT ERROR= -.1

RCP19 MANE .24 55.42 190.60 2.10 5.00 54.33 195.00 2.10

CONTINUITY SUMMARY (AC-FT) - INFLOW= .2798E+01 EXCESS= .0000E+00 OUTFLOW= .2798E+01 BASIN STORAGE= .3153E-08 PERCENT ERROR= .0

RBASIN39 MANE 1.02 4.29 186.78 2.95 5.00 3.65 185.00 2.95

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1568E+00 EXCESS= .0000E+00 OUTFLOW= .1571E+00 BASIN STORAGE= .1087E-08 PERCENT ERROR= -.2

RCP12 MANE .70 10.49 191.34 2.95 5.00 10.45 190.00 2.95

CONTINUITY SUMMARY (AC-FT) - INFLOW= .4709E+00 EXCESS= .0000E+00 OUTFLOW= .4716E+00 BASIN STORAGE= .4566E-08 PERCENT ERROR= -.1

RCP13 MANE .31 19.40 185.86 1.97 5.00 19.09 190.00 1.97

CONTINUITY SUMMARY (AC-FT) - INFLOW= .8390E+00 EXCESS= .0000E+00 OUTFLOW= .8390E+00 BASIN STORAGE= .2597E-08 PERCENT ERROR= .0

RCP14 MANE .63 27.85 190.38 2.05 5.00 27.78 190.00 2.06

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1204E+01 EXCESS= .0000E+00 OUTFLOW= .1204E+01 BASIN STORAGE= .1123E-07 PERCENT ERROR= .0

RCP18 MANE .41 60.10 186.04 2.15 5.00 58.17 190.00 2.15

CONTINUITY SUMMARY (AC-FT) - INFLOW= .2522E+01 EXCESS= .0000E+00 OUTFLOW= .2522E+01 BASIN STORAGE= .1064E-07 PERCENT ERROR= .0

RCP21 MANE .06 124.20 190.08 2.15 5.00 124.10 190.00 2.15

CONTINUITY SUMMARY (AC-FT) - INFLOW= .5842E+01 EXCESS= .0000E+00 OUTFLOW= .5841E+01 BASIN STORAGE= .2505E-08 PERCENT ERROR= .0

RDB4 MANE .19 15.55 225.37 2.02 5.00 15.55 225.00 2.02

CONTINUITY SUMMARY (AC-FT) - INFLOW= .5606E+01 EXCESS= .0000E+00 OUTFLOW= .5606E+01 BASIN STORAGE= .2330E-03 PERCENT ERROR= .0

RCP22 MANE .28 16.96 190.54 2.05 5.00 16.92 210.00 2.05

CONTINUITY SUMMARY (AC-FT) - INFLOW= .6113E+01 EXCESS= .0000E+00 OUTFLOW= .6113E+01 BASIN STORAGE= .3413E-03 PERCENT ERROR= .0

RBASIN29 MANE .98 3.71 187.23 2.33 5.00 3.08 190.00 2.33

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1240E+00 EXCESS= .0000E+00 OUTFLOW= .1243E+00 BASIN STORAGE= .1016E-08 PERCENT ERROR= -.2

RBASIN28 MANE 1.27 3.49 188.30 2.24 5.00 3.12 190.00 2.23

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1189E+00 EXCESS= .0000E+00 OUTFLOW= .1192E+00 BASIN STORAGE= .3199E-08 PERCENT ERROR= -.3

RBASIN26 MANE .37 6.02 190.32 2.31 5.00 6.01 190.00 2.31

CONTINUITY SUMMARY (AC-FT) - INFLOW= .2463E+00 EXCESS= .0000E+00 OUTFLOW= .2464E+00 BASIN STORAGE= .1408E-10 PERCENT ERROR= .0

RBASIN24 MANE .31 3.79 185.28 2.35 5.00 3.72 185.00 2.36

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1255E+00 EXCESS= .0000E+00 OUTFLOW= .1255E+00 BASIN STORAGE= .2131E-11 PERCENT ERROR= .0

RCP23 MANE .18 365.23 215.24 1.43 5.00 365.07 215.00 1.43

CONTINUITY SUMMARY (AC-FT) - INFLOW= .4320E+02 EXCESS= .0000E+00 OUTFLOW= .4320E+02 BASIN STORAGE= .1479E-03 PERCENT ERROR= .0

RBASIN27 MANE .51 14.85 186.13 1.83 5.00 14.72 190.00 1.84

CONTINUITY SUMMARY (AC-FT) - INFLOW= .5853E+00 EXCESS= .0000E+00 OUTFLOW= .5858E+00 BASIN STORAGE= .2367E-09 PERCENT ERROR= -.1

RCP24 MANE .29 370.35 215.60 1.44 5.00 369.76 215.00 1.44

CONTINUITY SUMMARY (AC-FT) - INFLOW= .4449E+02 EXCESS= .0000E+00 OUTFLOW= .4449E+02 BASIN STORAGE= .9536E-03 PERCENT ERROR= .0

RBASIN9 MANE .42 8.64 190.76 2.31 5.00 8.43 190.00 2.32

CONTINUITY SUMMARY (AC-FT) - INFLOW= .3696E+00 EXCESS= .0000E+00 OUTFLOW= .3697E+00 BASIN STORAGE= .4332E-10 PERCENT ERROR= .0

RCP1 MANE .27 15.83 190.17 2.09 5.00 15.78 190.00 2.09

CONTINUITY SUMMARY (AC-FT) - INFLOW= .6678E+00 EXCESS= .0000E+00 OUTFLOW= .6678E+00 BASIN STORAGE= .5839E-10 PERCENT ERROR= .0

RCP2 MANE .16 27.78 190.17 2.08 5.00 27.62 190.00 2.08

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1220E+01 EXCESS= .0000E+00 OUTFLOW= .1220E+01 BASIN STORAGE= .8024E-10 PERCENT ERROR= .0

RCP3 MANE .27 38.59 190.25 2.14 5.00 38.29 190.00 2.14

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1714E+01 EXCESS= .0000E+00 OUTFLOW= .1714E+01 BASIN STORAGE= .1868E-09 PERCENT ERROR= .0

RCP4 MANE .13 52.63 190.31 2.20 5.00 52.16 190.00 2.21

CONTINUITY SUMMARY (AC-FT) - INFLOW= .2350E+01 EXCESS= .0000E+00 OUTFLOW= .2350E+01 BASIN STORAGE= .2461E-09 PERCENT ERROR= .0

RCP5 MANE .43 66.69 190.55 2.23 5.00 65.52 190.00 2.23

CONTINUITY SUMMARY (AC-FT) - INFLOW= .2975E+01 EXCESS= .0000E+00 OUTFLOW= .2975E+01 BASIN STORAGE= .1404E-08 PERCENT ERROR= .0

RBASIN15 MANE .42 3.16 186.15 2.38 5.00 3.06 190.00 2.39

CONTINUITY SUMMARY (AC-FT) - INFLOW= .1270E+00 EXCESS= .0000E+00 OUTFLOW= .1270E+00 BASIN STORAGE= .1544E-10 PERCENT ERROR= .0

RCP8 MANE .12 6.81 185.15 2.38 5.00 6.77 185.00 2.39

CONTINUITY SUMMARY (AC-FT) - INFLOW= .2543E+00 EXCESS= .0000E+00 OUTFLOW= .2543E+00 BASIN STORAGE= .5657E-11 PERCENT ERROR= .0

RDB6 MANE .61 60.10 195.93 2.03 5.00 58.02 195.00 2.04

CONTINUITY SUMMARY (AC-FT) - INFLOW= .3142E+01 EXCESS= .0000E+00 OUTFLOW= .3143E+01 BASIN STORAGE= .1388E-05 PERCENT ERROR= .0

RBASIN18 MANE .48 12.35 190.78 5.04 5.00 11.91 190.00 5.05

CONTINUITY SUMMARY (AC-FT) - INFLOW= .5374E+00 EXCESS= .0000E+00 OUTFLOW= .5377E+00 BASIN STORAGE= .9610E-09 PERCENT ERROR= -.1

RDB7 MANE .13 82.77 195.11 2.26 5.00 82.68 195.00 2.26

CONTINUITY SUMMARY (AC-FT) - INFLOW= .4452E+01 EXCESS= .0000E+00 OUTFLOW= .4452E+01 BASIN STORAGE= .1403E-06 PERCENT ERROR= .0

*** NORMAL END OF HEC-1 ***

APPENDIX C: HYDRAULICS

EXISTING NORTH CHANNEL CAPACITY
EXISTING SOUTH CHANNEL CAPACITY
EXISTING CONFLUENCE CHANNEL CAPACITY
PROPOSED RECTANGULAR CONCRETE CHANNEL CAPACITY

Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc. Friday, Jan 20 2017

North Channel Capacity

User-defined

Invert Elev (ft)	= 6986.00
Slope (%)	= 1.00
N-Value	= 0.030

Calculations

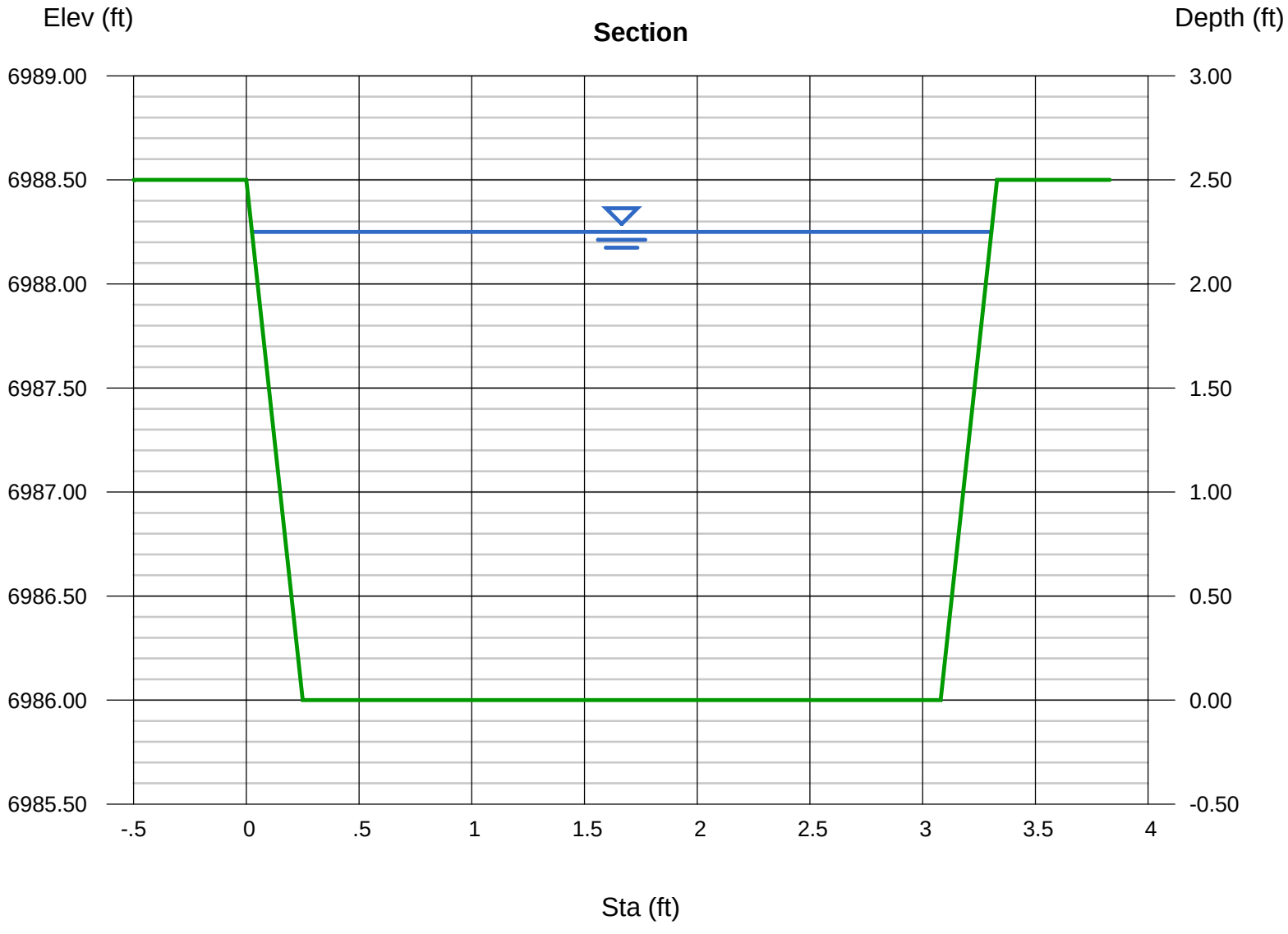
Compute by:	Known Depth
Known Depth (ft)	= 2.25

Highlighted

Depth (ft)	= 2.25
Q (cfs)	= 32.61
Area (sqft)	= 6.87
Velocity (ft/s)	= 4.74
Wetted Perim (ft)	= 7.35
Crit Depth, Yc (ft)	= 1.58
Top Width (ft)	= 3.28
EGL (ft)	= 2.60

(Sta, El, n)-(Sta, El, n)...

(0.00, 6988.50)-(0.25, 6986.00, 0.030)-(3.08, 6986.00, 0.030)-(3.33, 6988.50, 0.030)



Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc. Friday, Jan 20 2017

South Channel Capacity (at Downstream End)

User-defined

Invert Elev (ft)	= 6986.00
Slope (%)	= 1.00
N-Value	= 0.030

Calculations

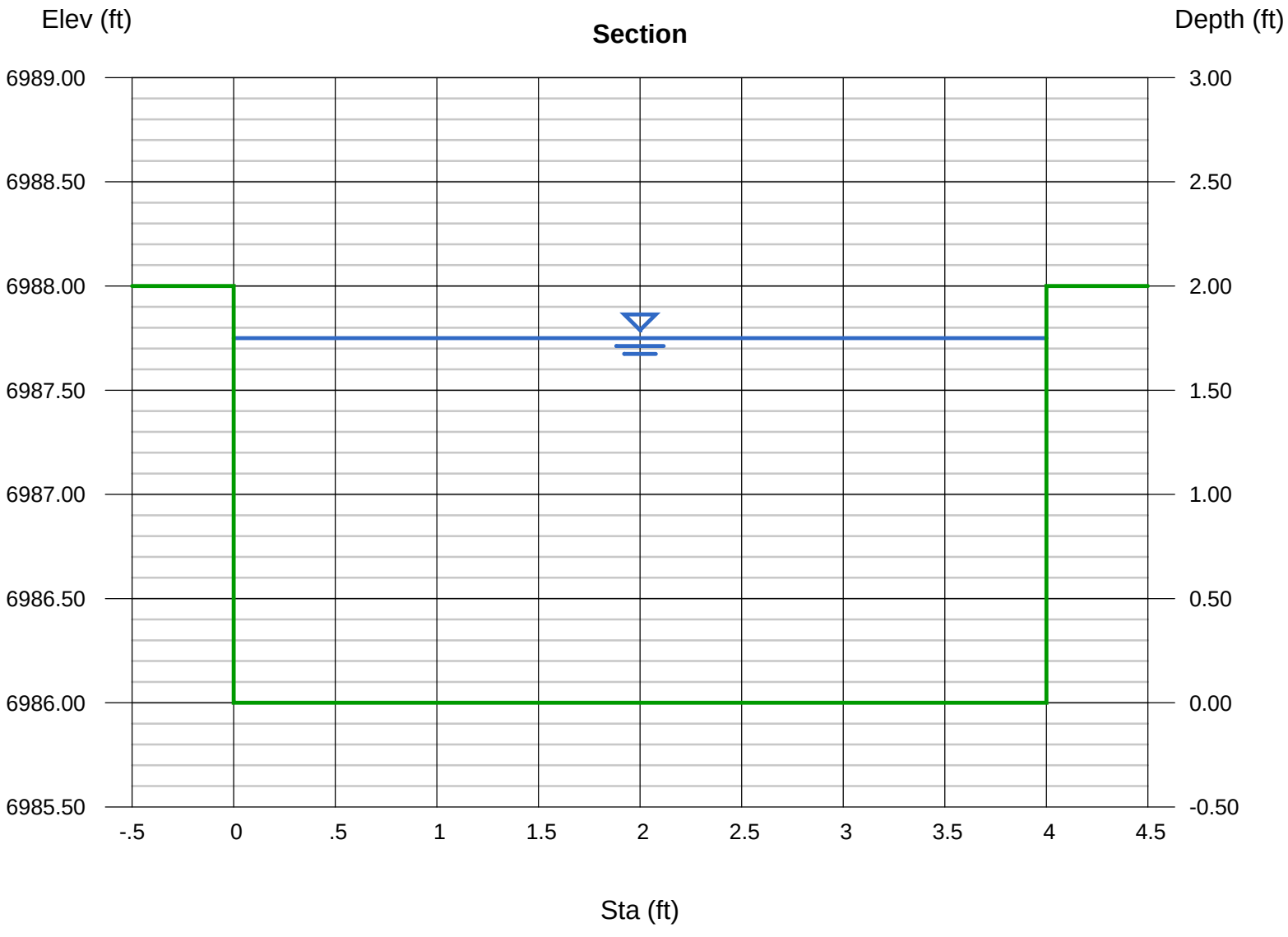
Compute by:	Known Depth
Known Depth (ft)	= 1.75

Highlighted

Depth (ft)	= 1.75
Q (cfs)	= 33.17
Area (sqft)	= 7.00
Velocity (ft/s)	= 4.74
Wetted Perim (ft)	= 7.50
Crit Depth, Yc (ft)	= 1.29
Top Width (ft)	= 4.00
EGL (ft)	= 2.10

(Sta, El, n)-(Sta, El, n)...

(0.00, 6988.00)-(4.00, 6986.00, 0.030)-(4.00, 6988.00, 0.030)



Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc. Friday, Jan 20 2017

Confluence Channel Capacity

User-defined

Invert Elev (ft)	= 6974.00
Slope (%)	= 1.00
N-Value	= 0.030

Calculations

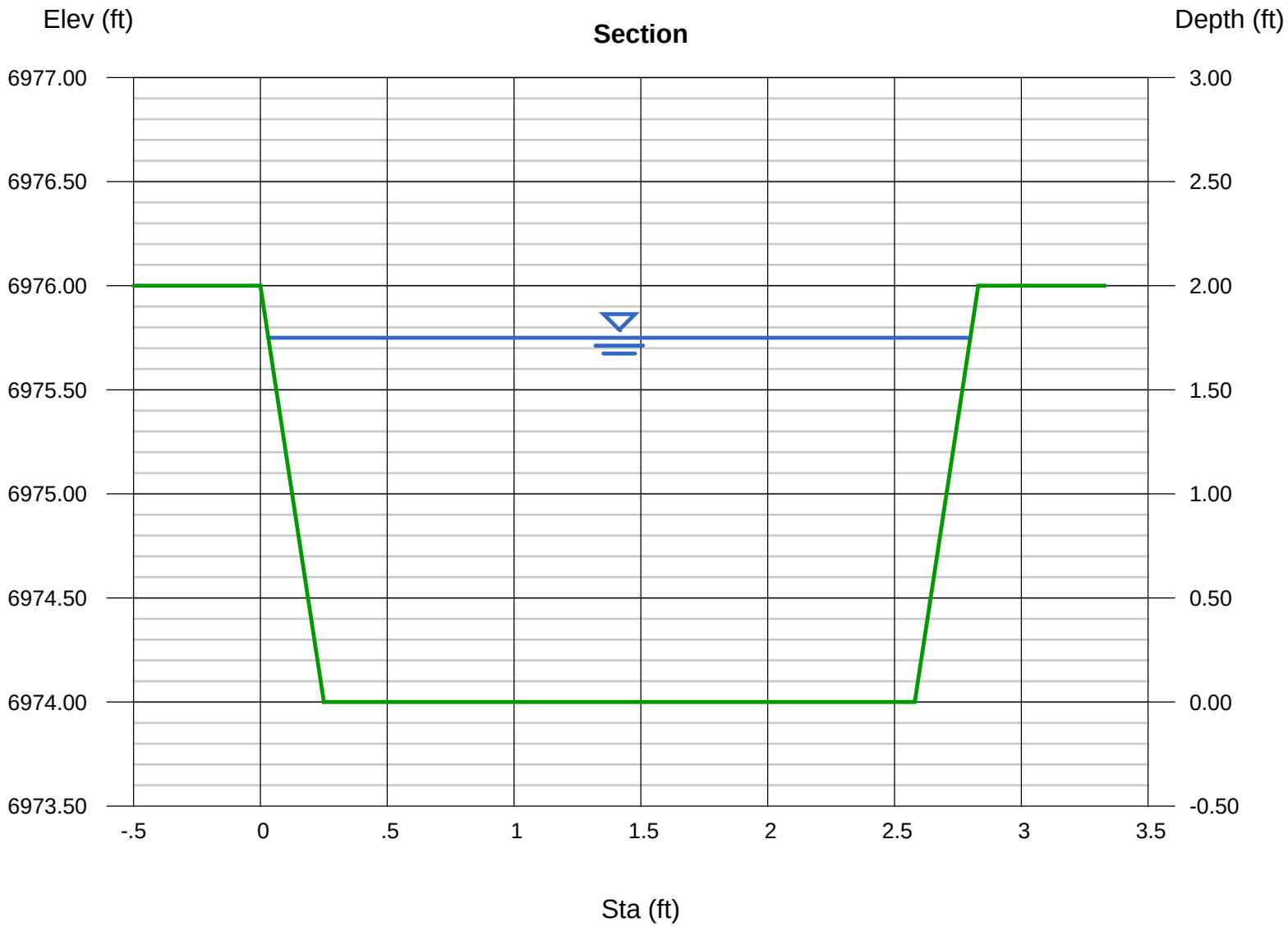
Compute by:	Known Depth
Known Depth (ft)	= 1.75

Highlighted

Depth (ft)	= 1.75
Q (cfs)	= 18.45
Area (sqft)	= 4.46
Velocity (ft/s)	= 4.14
Wetted Perim (ft)	= 5.86
Crit Depth, Yc (ft)	= 1.23
Top Width (ft)	= 2.77
EGL (ft)	= 2.02

(Sta, El, n)-(Sta, El, n)...

(0.00, 6976.00)-(0.25, 6974.00, 0.030)-(2.58, 6974.00, 0.030)-(2.83, 6976.00, 0.030)



Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc. Tuesday, Feb 7 2017

Rectangular Concrete Channel at outlet of Detention Basin (Q=78 cfs)

Rectangular

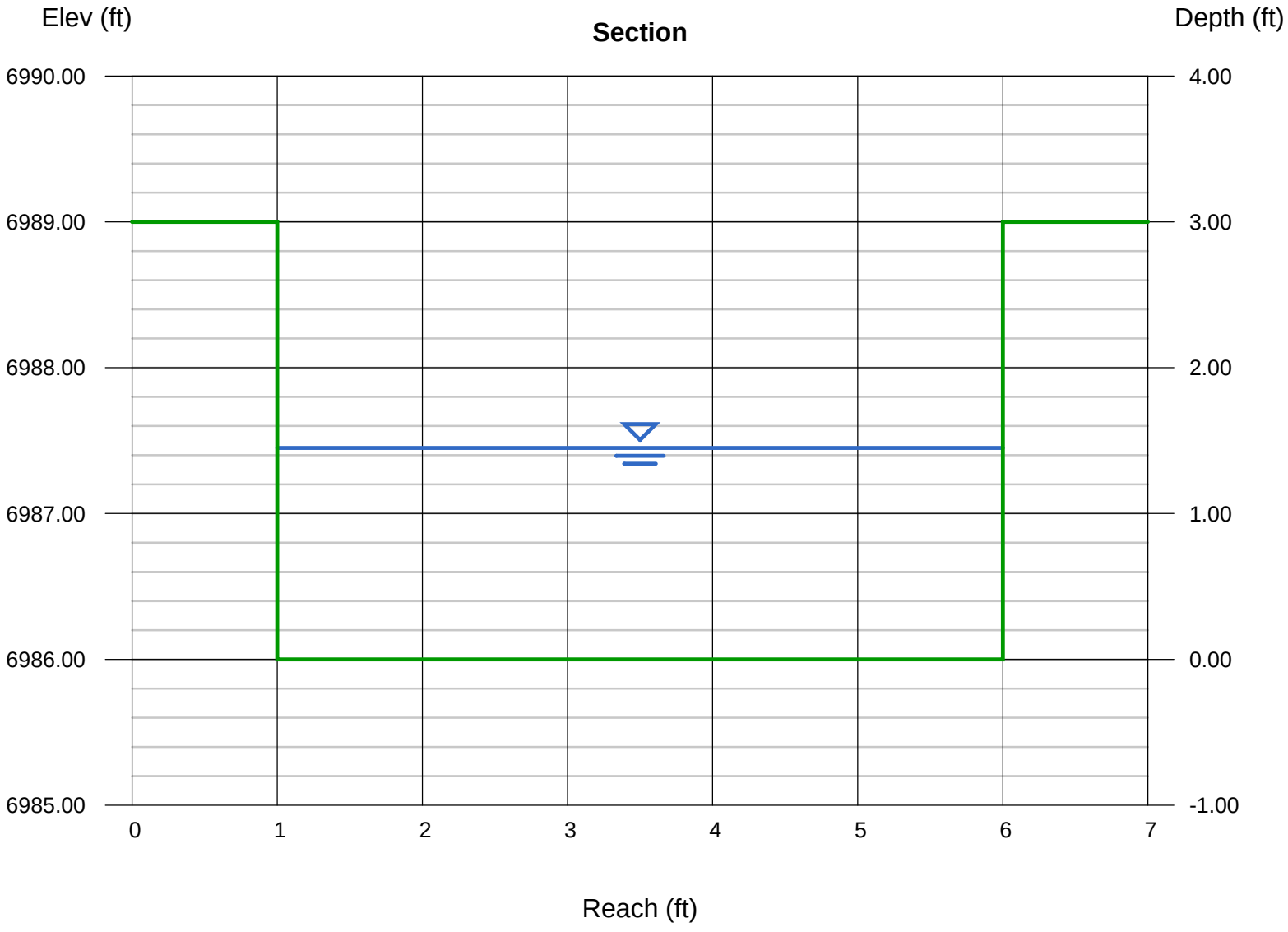
Bottom Width (ft)	= 5.00
Total Depth (ft)	= 3.00
Invert Elev (ft)	= 6986.00
Slope (%)	= 1.00
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 78.00

Highlighted

Depth (ft)	= 1.45
Q (cfs)	= 78.00
Area (sqft)	= 7.25
Velocity (ft/s)	= 10.76
Wetted Perim (ft)	= 7.90
Crit Depth, Yc (ft)	= 1.97
Top Width (ft)	= 5.00
EGL (ft)	= 3.25



APPENDIX D: OPINION OF PROBABLE COST

Woodson Engineering Survey Inc.
124 N. Elden St.
Flagstaff, AZ 86001

WILDWOOD HILLS DRAINAGE IMPROVEMENTS
OPINION OF PROBABLE COST
DETENTION BASIN

Item No.	Item Description - BASIN	Unit	Quantity	Price	Amount
1	CLEARING AND GRUBBING	L.SUM	1	$10,000.00	$10,000.00
2	EARTHWORK/BASIN GRADING	CU.YD.	13,988	$15.00	$209,820.00
3	HAUL ROAD GRADING	SQ.YD.	625	$10.00	$6,250.00
4	HAUL ROAD (3" AGRREGATE BASE)	SQ.YD.	625	$15.00	$9,375.00
5	SEEDING (COF GRASS MIX)	ACRE	1	$1,000.00	$1,000.00
6	EROSION CONTROL (SWPPP)	L.SUM	1	$5,000.00	$5,000.00
7	BASIN OUTLET STRUCTURE	EACH	1	$ 7,500.00	$7,500.00
	Total Construction				**$248,945.00**
	ENGINEERING DESIGN	L.SUM	1	$20,000.00	$20,000.00
	CONSTRUCTION CONTINGENCIES (10%)	L.SUM	1	$24,894.50	$24,894.50
	CONSTRUCTION ADMINISTRATION (5%)	L.SUM	1	$12,447.25	$12,447.25
				Subtotal	**$57,341.75**

This estimate is based on the concept exhibits for the project dated 01/24/2017.

This Opinion of Probable Cost is made on the basis of our experience and qualifications and represents our best judgement. However, since so many aspects of costs are beyond our control, we cannot and do not guarantee that costs will not vary from this OPC.

Basin Improvements Cost **$306,286.75**

Item No.	Item Description - CONVEYANCE	Unit	Quantity	Price	Amount
1	REMOVAL OF EXISTING CHANNELS	L.FT.	330	$5.00	$1,650.00
2	MISCELLANEOUS DEMOLITION & RECONSTRUCTION	L.SUM	1	$40,000.00	$40,000.00
3	REMOVAL OF HOUSING UNITS	EACH	-	$175,000.00	$0.00
4	CONCRETE CHANNEL	L.FT.	200	$150.00	$30,000.00
	Total Construction				**$71,650.00**
	ENGINEERING DESIGN	L.SUM	1	$20,000.00	$20,000.00
	CONSTRUCTION CONTINGENCIES (20%)	L.SUM	1	$14,330.00	$14,330.00
	CONSTRUCTION ADMINISTRATION (5%)	L.SUM	1	$3,582.50	$3,582.50
				Subtotal	**$37,912.50**

This estimate is based on the concept exhibits for the project dated 01/24/2017.

This Opinion of Probable Cost is made on the basis of our experience and qualifications and represents our best judgement. However, since so many aspects of costs are beyond our control, we cannot and do not guarantee that costs will not vary from this OPC.

Conveyance Improvements Cost **$109,562.50**

APPENDIX E: REFERENCE STUDIES

EXCERPTS FROM DRAINAGE STUDY FROM PRESIDIO IN PINES
EXCERPTS FROM FLOOD STUDY FOR KIT CARSON RV PARK (KCRVP)

NORTH

1"=300'
GRAPHIC SCALE

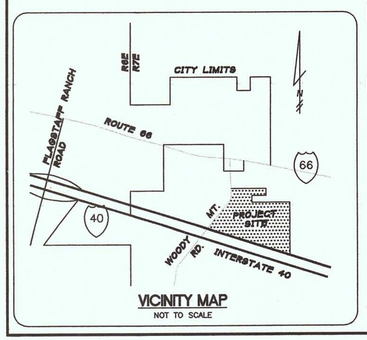
-300 0 150 300 600 1200

(IN FEET)
1 inch = 300 ft.

DEVELOPED CONDITION BASINS					
HEC-1 STORM FLOW SUMMARY			HEC-1 STORM FLOW SUMMARY		
BASIN	ACRES	Q100 (CFS)	BASIN	ACRES	Q100 (CFS)
B1	0.97	4	CP1	----	16
B1A	0.65	4	CP2	----	28
B2	2.63	12	CP2B	----	37
B3	1.31	6	CP2D	----	36
B4	1.48	4	CP3	----	39
B4A	1.08	4	CP4	----	53
B4B	1.41	5	CP5	----	68
B4C	1.38	4	CP6	----	68
B5	0.95	3	CP7	----	69
B6	1.67	9	CP8	----	7
B7	2.91	12	CP9	----	NOT USED
B8	1.75	8	CP10	----	82
B9	1.71	9	CP11	----	399
B10	2.63	11	CP12	----	11
B11	2.94	15	CP13	----	19
B12		NOT USED	CP14	----	28
B13	1.14	6	CP15	----	NOT USED
B14	0.83	3	CP16	----	39
B15	0.56	3	CP17	----	47
B16	1.62	9	CP18	----	60
B17	0.50	4	CP19	----	56
B17A	0.49	4	CP20	----	347
B18	1.29	7	CP21	----	125
B18A	0.52	3	CP22	----	17
B19	2.53	12	CP23	----	366
B20	1.27	6	CP24	----	370
B21	1.61	9	CP25	----	15
B22	1.12	6	CP26	----	NOT USED
B23	0.65	3	CP27	----	9
B24	0.34	4	CP28	----	11
B25	1.26	5	CP29	----	18
B25A	0.32	3	CP30	----	93
B26	1.26	6	CP31	----	127
B27	2.29	10	CP32	----	4
B28	0.69	3	CP33	----	318
B28A	0.31	4			
B29	0.43	4			
B30	2.82	14			
B31	0.59	4			
B32	2.66	13			
B33	3.87	21			
B34	3.28	16			
B35	2.87	9			
B36	7.59	34			
B37	2.10	6			
B38	3.15	8			
B39	0.27	4			
B40	1.02	7			
B41	3.34	9			
W1	0.65	2			
W2	3.02	8			
W3	0.71	2			
A1	2.75	7			
ROFF1	270.88	300			
ROFF2A	13.90	32			
ROFF2B	0.94	31			
ROFF2C	3.04	9			
ROFF2D	3.78	13			
ROFF2E	13.30	28			
ROFF2F	6.12	22			
ROFF2G	4.36	12			
ROFF3	37.43	85			

NOTE
FLOWS SHOWN DO NOT REFLECT STORM DRAIN DEDUCTIONS





VICINITY MAP
NOT TO SCALE

NOTE: SEE FIGURE 11 FOR DETAILED ON-SITE FLOW PATTERNS

NOTE: THIS INDEX IS PROVIDED ONLY TO SHOW FLOW PATTERNS AND FLOW VALUES

LEGEND	
(XX)	BASIN
XX	DETENTION BASIN 1
XX	WASH 1
XX	AMPHITHEATER 1
	WATERS OF THE US

REV	DESCRIPTION	BY	DATE	AGEN. APP.	DATE

PROJ NO:
DESIGN: RCW
DATE: 12/21/04
SCALE: AS SHOWN
CADFILE: BASINS.dwg

STAMP DATE:
EXP. DATE:

8365 W. SUNSET ROAD
Suite 190
Las Vegas, NV 89113
Tel: 702-650-0572
Fax: 702-307-4222
Web: trcsolutions.com

TRC
Customer- Focused Solutions
BV Engineering Nevada

PREMIERE ACQUISITIONS LLC
PRESIDIO IN THE PINES
DEVELOPED CONDITION BASIN MAP (OVERALL)

SHEET
FIG 12
1 OF 1 SHTS

PROJECT ID
601.006N

G:\601-001N Presidio In the Pines\Tech\Drainage\Dwg\Addf\Hydrology Final Submittal\OFF-SITE BASINS DEVELOPED_11-30-04.dwg dwhitehead Tue, 21 Dec 2004 - 11:17am

Prepared For:
KC Pioneer LLC
2130 Santiago Drive
Newport Beach, CA 92660
(949) 278-2012

Prepared By:
Brad Dixon, PE, CFM
Engineering and Environmental Consultants, Inc.
611 N. Leroux Street, Suite 100
Flagstaff, AZ 86001
(928) 779-4505

FLOOD STUDY OF A PORTION OF THE SOUTH FORK OF THE CLAY AVENUE WASH FOR KIT CARSON RV PARK FLAGSTAFF, ARIZONA

September 13, 2006
EEC # 406014

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I. INTRODUCTION 1
II. HYDROLOGIC ANALYSIS 1
III. HYDRAULIC ANALYSIS 2
IV. CONCLUSIONS.....4
V. REFERENCES 4

FIGURES (APPENDIX A)
Figure 1: Location Map (8.5” x 11”)
Figure 2: FEMA Firmette (11” x 17”)
Figure 3: Hydrology Exhibit (24” x 36”)
Figure 4: Hydraulics Exhibit (24” x 36”)

APPENDICES
Appendix A: Figures
Appendix B: Hydrologic Calculations
Appendix C: Hydraulic Calculations

I. INTRODUCTION

This report presents the results of floodplain, floodway, and erosion setback delineations for a portion of the South Fork of the Clay Avenue Wash (SFCAW) in Flagstaff, AZ (Figure 1). In particular, the study is intended to delineate the floodplain, floodway, and Level I erosion setbacks and establish base flood elevations for the SFCAW within the limits of the Kit Carson RV Park (KC RV Park).

As seen in Figure 2, the reach of the SFCAW in question is currently designated as a Zone A Special Flood Hazard Area on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Panel 040020 0006C. Zone A is defined as follows:

> Areas of 100-year flood; base flood elevations and flood hazard factors not determined.

As such, approximate limits have been defined for the 100-year floodplain, but no base flood elevations or floodway limits have been established. The City of Flagstaff will require that these detailed hydraulic parameters be determined for the SFCAW within the KC RV Park before subdivision of the RV park property is approved. This study is intended to satisfy this requirement in advance of application for subdivision approval.

The KC RV Park lies downstream from the Presidio in the Pines (Presidio) and Boulder Pointe at Woodlands Village (Boulder Pointe) subdivisions and the Wildwood Hills Campground. The two subdivisions discharge rainfall runoff into the SFCAW through detention basins at their downstream boundaries, and the campground discharges directly into a short tributary to the SFCAW, at the KC RV Park boundary, with no detention. The drainage reports for the Presidio and Boulder Pointe Units 6, 7, and 8 include hydrologic analyses of the subdivisions and the upstream watersheds that drain into and through them. The Presidio hydrologic analysis was used as the starting point for the hydrologic model presented herein. As described below in Section II, the drainage basins within Boulder Pointe, the Wildwood Hills Campground, the KC RV Park, and other as-yet undeveloped property were added to the developed-conditions 100-year, 6-hour HEC-1 model for the Presidio to determine the existing-conditions 100-year, 6-hour flow rates for the SFCAW within the KC RV Park property.

Like the hydrologic modeling, the hydraulic modeling presented herein was developed using the analysis presented in the Presidio drainage report as its starting point. The hydraulic model for the Presidio extended downstream from the Presidio boundary into the KC RV Park. The locations and river stations of the cross sections from the Presidio hydraulic model that lie within the KC RV Park were reproduced for the model shown herein. However, the cross sections were re-generated using updated topographic data from the City of Flagstaff GIS system.

II. HYDROLOGIC ANALYSIS

The hydrologic analysis was performed in accordance with the City of Flagstaff Stormwater Management Design Manual (City Drainage Manual) and the Coconino County Drainage Design Criteria Manual (County Drainage Manual). As mentioned above, the hydrologic model was built onto that for the Presidio, which was run using the US Army Corps of Engineers' HEC-1, Version 4.1. Figure 3 shows the drainage basins that contribute runoff to the SFCAW within the KC RV Park and indicates by linetype the basins that were included in previous models and those that were added during the development of the model presented herein. Because the total area encompassed in the model is less than 1.0 square mile, the 100-year, 6-hour storm event was modeled using the SCS Type II rainfall pattern. The associated rainfall depth of 3.18 inches was

taken from Table 3-2 of the County Drainage Manual and matches the depth used in the Presidio model. The drainage basins within Boulder Pointe were added to the model as appropriate, and the areas, SCS curve numbers, and times of concentration (T_c's) for the basins were taken from the drainage reports for Boulder Pointe Units 6, 7, and 8. The stage/storage/discharge rating tables for the two detention basins within Boulder Pointe that discharge into the SFCAW upstream from the KC RV Park were taken from the same reports. It should be noted that the drainage reports for Boulder Pointe Units 6, 7, and 8 reported peak discharge rates for the 100-year, 24-hour storm event as opposed to the 100-year, 6-hour event. Therefore, the peak discharge rates reported herein differ from those shown in the Boulder Pointe reports.

Figure 3 shows the soil type boundaries and land uses within the study watershed. For the portions of the watershed not encompassed by the Presidio and Boulder Pointe models, the SCS curve numbers for ponderosa pine forest were taken from the Arizona Department of Water Resources (ADWR) "Oak Creek Flood Warning System Hydrology Report, TR 90-4," September 1990 (Oak Creek Hydrology Report) assuming a "Fair" cover condition (30-70%). SCS curve numbers for other conditions were taken from "TR-55 Urban Hydrology for Small Watersheds," June 1986 (TR-55 Manual). In the Presidio hydrologic model, the SCS curve number for Drainage Basin ROFF3, which lies to the west of Woody Mountain Road, reflects a ponderosa pine cover. Although this area was burned in the Woody Fire in the summer of this year and subsequently clear cut, it is assumed herein that vegetation in the area will ultimately be re-established. Therefore, the SCS curve number for Drainage Basin ROFF3 was not modified to reflect the current condition of bare earth. Similarly, the SCS curve number for Drainage Basin 1, which was added in the development of the model presented herein, reflects a ponderosa pine cover based upon the assumption that this cover will ultimately be re-established.

T_c's for the drainage basins were calculated using the method described in Section 3.1.6 of the City Drainage Manual, assuming that sheet flow, shallow/concentrated flow, open channel flow, and gutter flow regimes would occur as described in the TR-55 Manual. However, per an October 10, 2005, meeting with the City regarding another project, the length of sheet flow was limited to 100 feet for each drainage area, and the roughness coefficient used in the travel time calculations for sheet flow across wooded areas with light underbrush was reduced from 0.40 to 0.13.

The hydrologic parameters for the basins that were added to the Presidio and Boulder Pointe models are shown in Appendix B along with the HEC-1 output for the 100-year, 6-hour storm event. As seen in the HEC-1 output, the 100-year, 6-hour peak discharge rates for the SFCAW within the KC RV Park vary from 420 to 637 cubic feet per second (cfs).

III. HYDRAULIC ANALYSIS

The US Army Corps of Engineers' HEC-RAS, Version 3.1.3 was used to delineate the floodplain and floodway boundaries and to determine base flood elevations for the SFCAW within the KC RV Park. Input information and the results of the hydraulic analysis are shown in Figure 4. As Figure 4 shows, the SFCAW enters the KC RV Park at its southwest corner, just downstream from detention basins in the Presidio and Boulder Pointe, and exits the RV park near its northeast corner via a single-barrel 4'x8' concrete box culvert (CBC) under Route 66 . Near the southwest corner of the KC RV Park, the SFCAW is relatively steep (3.5-6%) and has steep banks (near 25%), resulting in a narrow floodplain. Near the northeast corner of the RV park, on the other hand, the SFCAW has a longitudinal slope less than 1% and very shallow

sideslopes which, combined with a backwater effect from Route 66, result in a much wider floodplain.

The Federal Highway Administration's HY-8, Version 6.1 was used to analyze the flow through the Route 66 CBC and across the roadway deck for the 637-cfs peak discharge rate reported in Section II above to establish the water surface elevation for the SFCAW where it leaves the KC RV Park. The HY-8 output is provided as the first section in Appendix C. As the HY-8 output shows, the overtopping water surface elevation was estimated to be 6958.21', which represents a maximum flow depth of approximately 1.21' over the top of Route 66.

The model used to delineate the floodplain boundaries for the SFCAW was run under a subcritical flow regime. This is consistent with the requirements established by FEMA and outlined in its guidance document entitled "Guidelines and Specifications for Flood Hazard Mapping Partners." Although many portions of the SFCAW exhibit tendencies toward supercritical flow (Froude Number at or near 1.0), it has been shown that natural watercourses typically cannot sustain the high velocities associated with supercritical flow. Instead, the flows in steep washes will tend to approach or pass through critical flow but then jump back into a subcritical regime, which is more sustainable. The locations of these hydraulic jumps are unpredictable; therefore, the conservative approach is to model the entire wash using a subcritical regime. This results in the highest possible values for base flood elevation as opposed to those that would be generated using mixed or supercritical flow regimes.

On the other hand, the model used to delineate the floodway boundaries for the SFCAW was run under a mixed flow regime. This allows the modeler to consider increases in both water surface elevation and energy grade line when defining the floodway. For this study, the encroachments into the floodplain were first estimated using Encroachment Method 5 in HEC-RAS. In this method, the modeler defines maximum allowable rises in water surface elevation and energy grade line, based upon an equal reduction in conveyance capacity on either side of the wash. The results of the Method 5 run were then fine-tuned using Encroachment Method 1, wherein the modeler specifies exact encroachment stations on either side of the wash. This gives the modeler more control over the outcome of the analysis.

The output from the HEC-RAS analyses is also shown in Appendix C. The first section of HEC-RAS output shows the results of the floodplain analysis. The second shows the results of the floodway analysis. For each analysis, the output includes a summary table of the results; profiles of the SFCAW; and cross sections showing existing ground, water surfaces, energy grade lines, Manning's roughness coefficient (n) values, and bank stations. As the cross sections show, no distinct tops of bank exist for many of the sections. Where this occurs, the bank stations were established based upon perceived changes in roughness characteristics (e.g., the transition from the grassy wash to the ponderosa forest). The bank stations were moved in for the floodway analysis to allow encroachment beyond the roughness-based bank stations used in the floodplain model; however, the 'horizontal variation in n values' option was used in HEC-RAS so that the roughness distributions for the cross sections are the same for the two analyses.

In addition to the floodplain and floodway boundaries, Figure 4 shows the Level I erosion setback boundaries for the SFCAW per Arizona State Standard 5-96. Per Standard 5-96, the Level I erosion setback is taken as the distance, in feet, equal to the square root of the 100-year peak discharge rate, in cfs, measured from the floodway boundary. This boundary provides an indication of the area within which erosion protection would be necessary if development were to occur. Ultimately, however, the need for erosion protection will be determined based upon

the proposed grading for the subdivision within the KC RV Park property and the resultant hydraulic characteristics of the SFCAW.

IV. CONCLUSIONS

Within the Kit Carson RV Park, the South Fork of the Clay Avenue Wash currently lies within Special Flood Hazard Area, Zone A. Per Title 12, Floodplain Regulations, of the City of Flagstaff Code, the City considers the entire width of the Zone A floodplain to be a regulatory floodway and, therefore, prohibits any fill and/or vertical construction within its boundaries. This study presents detailed floodplain and floodway boundaries and base flood elevations for the SFCAW within the KC RV Park. Once these detailed parameters for the SFCAW are approved by the City, development may occur in the areas between the floodplain and floodway boundaries (the flood fringe) according to the regulations cited in City of Flagstaff Code, Title 12, Section 12-01-001-0006.1, Development Standards in Flood Fringe Areas. This section includes requirements for anchoring, construction material selection, lowest floor elevations, flood proofing of structures, structural fill compaction and slopes, and utility installation.

This study also presents Level I erosion setback boundaries for the SFCAW within the KC RV Park, which indicate areas of high erosion potential. As in all cases where development is proposed adjacent to a significant watercourse, a detailed hydraulic analysis should be performed, based upon the proposed grading, and erosion protection should be provided as necessary.

V. REFERENCES

City of Flagstaff Stormwater Management Design Manual, City of Flagstaff Engineering Division, Stormwater Management Section, July 2000.

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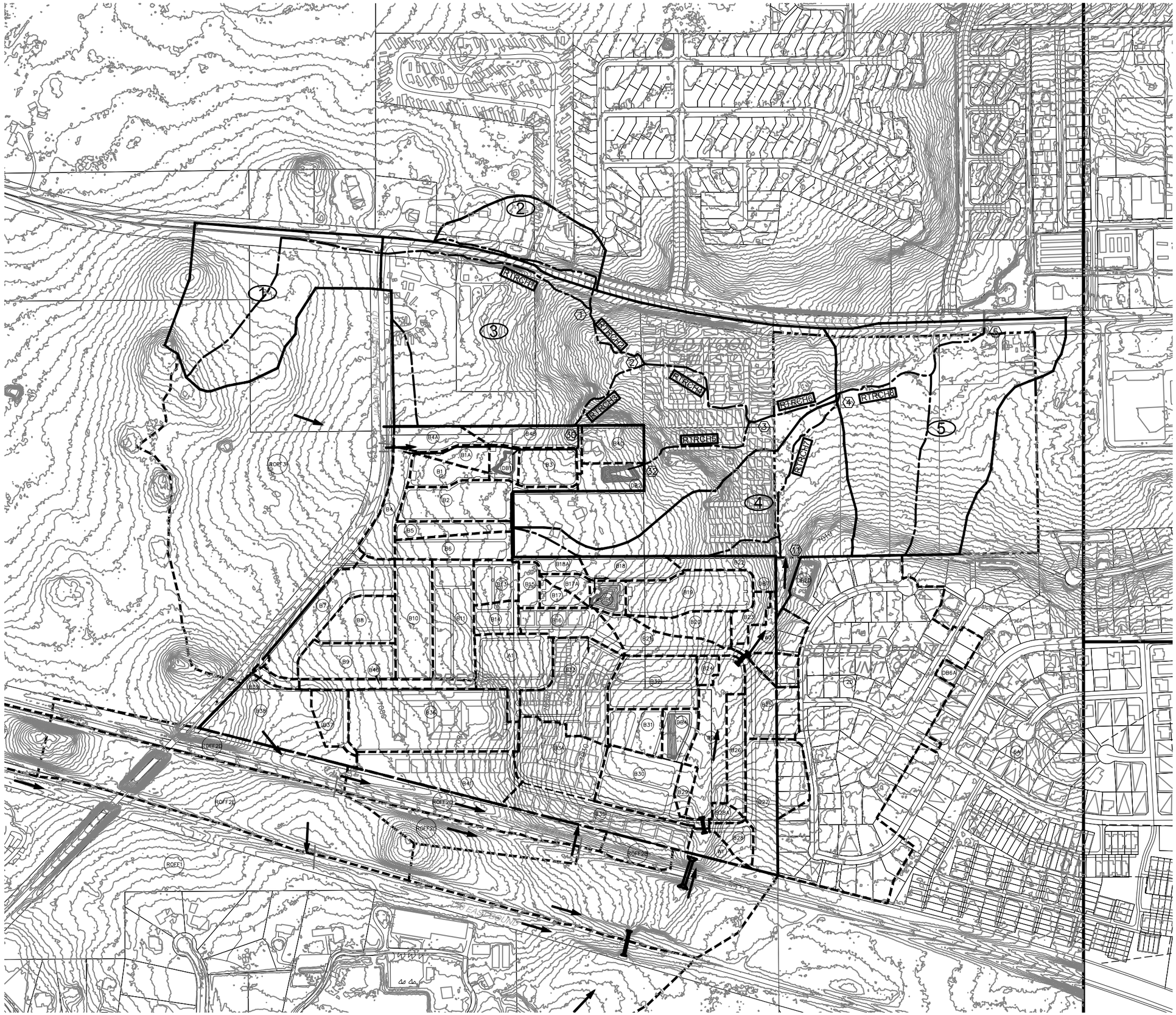
Master Drainage Plan Report Addendum #1 for Presidio in the Pines, TRC-BV Engineering Nevada, December 2004.

River Analysis System (HEC-RAS) Version 3.1.3, U.S. Army Corps of Engineers Hydrologic Engineering Center, May 2005.

TR-55 Urban Hydrology for Small Watersheds, Natural Resources Conservation Service, Conservation Engineering Division, June 1986.

APPENDIX A

FIGURES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FEASIBILITY REPORT:






Prepared for:

CITY OF FLAGSTAFF
STORMWATER SECTION – WATER SERVICES

FEASIBILITY REPORT:
WILDWOOD HILLS DRAINAGE MITIGATION

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EXPIRES 6/30/2020

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EXPIRES 3/31/2021



EXPIRES 6/30/2020

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APPENDIX A: CONCEPTUAL STORMWATER CONVEYANCE SIZING

OPTION 1A

48-INCH ULTRA FLO CMP PIPE FLOW CAPACITY @ 1.0% SLOPE

6' X 3' (WIDTH X HEIGHT) REINFORCED CONCRETE BOX CULVERT CAPACITY @ 0.5% SLOPE

OPTION 1B

54-INCH ULTRA FLO CMP PIPE FLOW CAPACITY @ 1.0% SLOPE

8' X 3' (WIDTH X HEIGHT) REINFORCED CONCRETE BOX CULVERT FLOW CAPACITY @ 0.5% SLOPE

OPTION 2

5' x 3' (WIDTH X HEIGHT) RECTANGULAR CONCRETE CHANNEL CAPACITY @ 1.0% SLOPE

APPENDIX B: CONCEPTUAL DESIGN PLANS

OPTION 1A PLAN AND PROFILE

OPTION 1B PLAN AND PROFILE

OPTION 2 PLAN

APPENDIX C: OPTIONS COST ESTIMATES

OPTION 1A COST ESTIMATE

OPTION 1B COST ESTIMATE

OPTION 2 COST ESTIMATE

APPENDIX D: REFERENCE INFORMATION

AS BUILTS FOR WILDWOOD HILLS WATER AND SEWER EXTENSION

1. INTRODUCTION

This feasibility study is performed to explore the drainage mitigation options for the Wildwood Hills (WWH) property, a senior citizen (over age 55) Mobile Home Park (MHP) located at 2401 W Route 66 in Flagstaff. The property is located in Section 19, Township 21N, and Range 07E, and fronts the southern side of Route 66 approximately 1600 ft east of the Woody Mountain Road intersection. Please see the following two figures for location mapping.

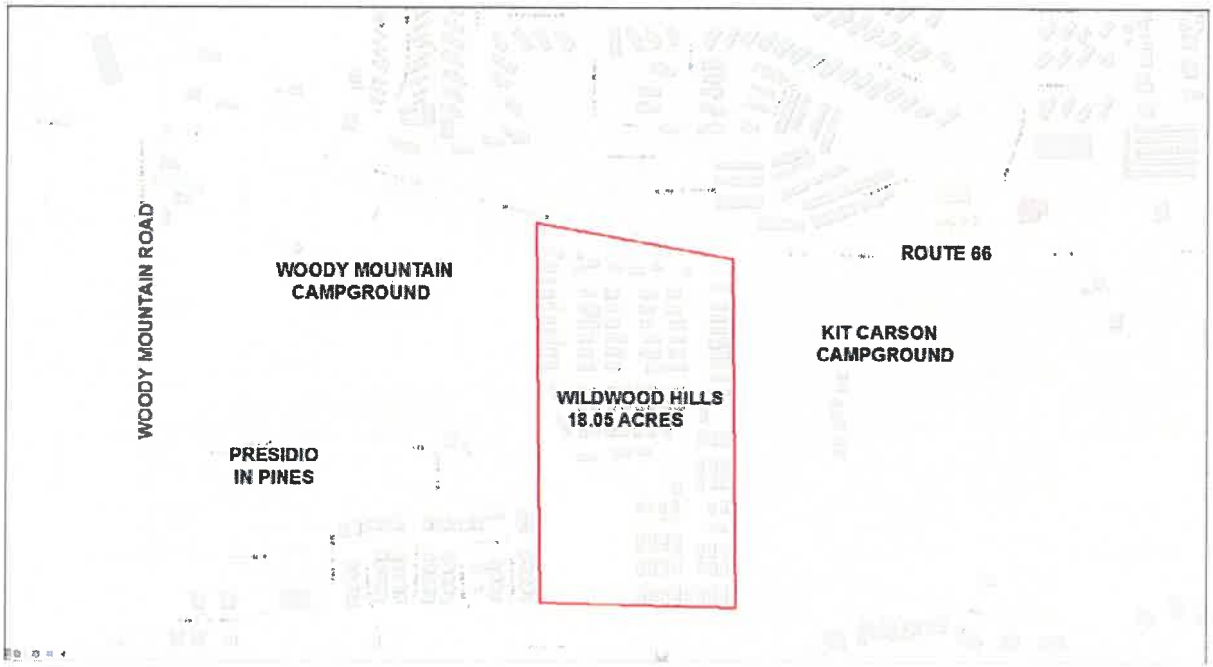


Figure 1: Location Map 1



Figure 2: Location Map 2

The original design and construction of the MHP made little or no allowance for the conveyance of off-site stormwater entering the property from the west. The historic flow pattern of the stormwater enters the MHP around the location of Unit 9 and travels in a east-southeast direction toward Unit 47 and discharging into the Kit Carson RV Park. The flow continues through the Kit Carson property to a culvert that conveys the flow northerly under Route 66. Again, the subject stormwater flow through the WWH development was given no positive drainage consideration except for some make-shift rock channels built later as an effort to mitigate flooding. The projected peak flow from a 100-year storm event (an event with a one percent probability occurring in any given year) is nearly 200 cubic feet per second (cfs), and this is accommodated by surface flow through the properties and streets. This is the offsite flow rate that enters the north half of the site from Woody Mountain Campground on west via the existing channels between Units 8, 9 and 10. Flood walls and flood proofing measures have been attempted by the residents with little success. There are no underground piping facilities to take even a portion of the flow.

Once the flow traverses through the existing rock channels between Units 8, 9 and 10, it enters street and heads south to low point in front of Units 17 and 18. The flow then enters the existing rock channel between Units 17, 18, 23 and 24, this rock channel terminates between Units 23 and 24 after passing under the deck of Unit 23. As the channel terminates, the flow enters streets and traverses through the MHP between the Units, streets and reaches low point in front of Units 46 and 47 and then heads east towards Kit Carson RV park.

To give an idea of the magnitude of this surface flow, 200 cfs equates to over six (6) tons of water flowing past any particular cross-section of the flow path every second. The following section of this report gives further description of the unsafe and untenable nature of this flooding problem.

The following images show the units that are frequently impacted by the flooding. The images also show the offsite flow points of entry into the north half of WWH and the existing rock channels.

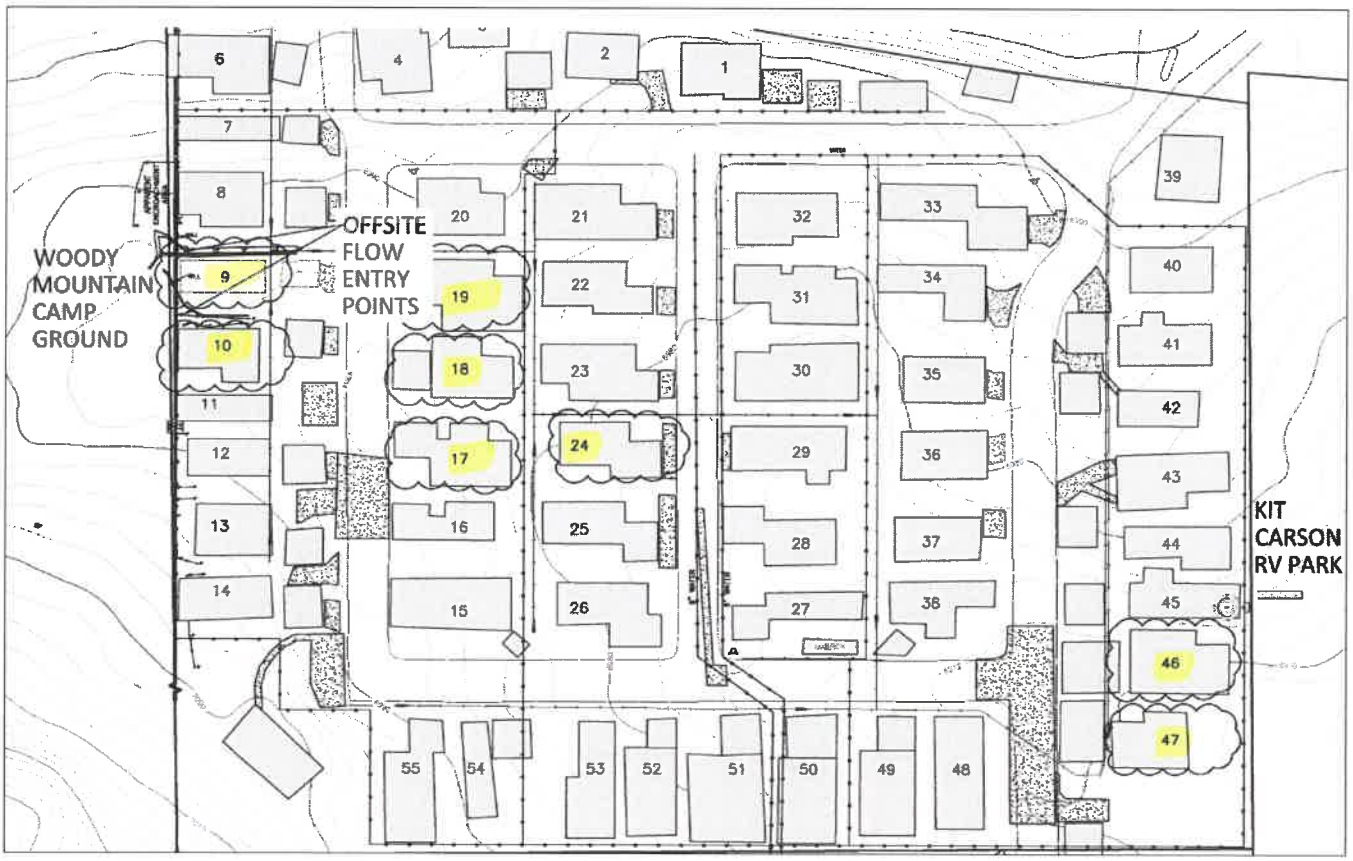


Figure 3: Units Impacted By Flooding And Offsite Flow Entry Points

**Units that are most frequently and most drastically impacted by the flooding are clouded in the image.*



Figure 4: Offsite Flow Entry Point (Looking West)



Figure 5: Rock Wall Channel Between Units 8 And 9 (Looking West)

2. FLOODING HISTORY

The following photo taken during one of the monsoon rains shows the drastic magnitude of one area of the MHP as the flow crosses the street to continue easterly through the narrow yards surrounding the garages and mobile home units.



A view from inside a car shows a flooded street in the Wildwood Hills Mobile Home Park during an early August storm.

Figure 6: Image of Street Flooding In Wildwood Hills (Looking South At Unit 24)

**Above picture shows flow in street as it exits the rock channel under deck of Unit 23. The flow can be seen in the streets and between units.*

Rainfall events are clearly subjecting the WWH residents with unsafe conditions. Flows ripping through and between homes and streets in this nature create massive, forceful momentum that can pick up objects, knock down people and cause significant property damages. It also poses hazardous conditions for not only vehicles but also for pedestrian accessibility.



Figure 7: Rock Channel Between Units 17, 18, 23 And 24 (Looking East)

**Above picture shows Unit 23 deck over the rock channel at the far end.*



Figure 8: Rock Channel Termination Under Unit 23 Deck (Looking West)

For further description of the example storms and news reports of the WWH drainage issues, the following links to videos are listed.

https://www.youtube.com/watch?v=rgcPMqq2P-k

https://azdailysun.com/news/local/video-august-flooding-in-wildwood-hills-mobile-home-park/youtube_b11faaa2-5ec2-5f2d-9eec-e0e03a33455e.html

https://azdailysun.com/news/local/video-flooding-in-wildwood-hills-mobile-home-park/youtube_82a94ada-e9cb-5b2e-bdd8-064363f80f24.html

https://www.youtube.com/watch?v=kz3nQxyb-tw

https://www.youtube.com/watch?v=yupWhcb_zYY

3. STUDY OBJECTIVES

70%

The purpose of this report is to provide conceptual design options for the mitigation of the flooding conditions in the Wildwood Hills (WWH) property. Although this is private property, the City of Flagstaff is offering to provide mitigation of at least 140 cfs of the existing overall estimated Q_{100} peak discharge of 197 cfs. This mitigation will entail the accommodation/conveyance of the flow on/through the WWH property. The remaining 57 cfs will be the responsibility of the WWH owners. For this study, the remaining flow of 57 cfs is assumed to continue as overland flow. Any additional off-site flow resulting from the planned Woody Mountain Campground development (increase in impervious areas) west of WWH will be negated by detention and LID/retention facilities on that property. The hydrology required for the estimation of the flow rates was completed in previous studies by Woodson Engineering (Preliminary Drainage Report for Wildwood Hills Detention Basin, May 2018). This current study of mitigation options for WWH includes only hydraulic analyses using conceptual methodology to size conduits. Subsequent to this study, final design proceedings will be necessary to assess all head losses and detailed hydraulic grade-line (HGL) determinations.

Further to the discussion on the off-site runoff from the west of WWH, there is an option for the reduction of the previously mentioned 197 cfs amount of runoff leading to the WWH property by eliminating one culvert (24" diameter) under Route 66 that is located west of the WWH property. Representatives from the ADOT advise that this culvert could be eliminated, and the flow can be re-channeled to flow along the northern part of the Route 66 right-of-way, thereby avoiding the WWH property. In fact, this work is proposed by ADOT as one of 250 "District-Wide" projects of which none were selected last year. It is understood that this work will not be prioritized anytime soon, unless the City of Flagstaff wanted to fund it. Although this work would somewhat reduce the extent of the flooding conditions at WWH from the estimated 197 cfs to approximately 188 cfs. This small improvement to the condition is considered not worth the significant cost when compared to the cost of augmenting the capacity of the conveyance of floodwaters through the WWH property. It is clearly more economically prudent to size the chosen on-site mitigation option to convey all the nominated flow (140 cfs).

Consideration should also be given to the on-site options to accommodate the entire 197 cfs flow to fully solve the flooding issue. The following options analysis will identify what the costs would be for these two levels of solution. It should be noted that the accommodation of the offsite runoff contribution of 140 cfs or the full 197 cfs does nothing to address the additional runoff that is currently being generated by the WWH itself, i.e. rainwater from existing onsite roofs, streets and yard areas and also the other offsite flows that impact the site from south (from Presidio in Pines) and from north from a 24-inch culvert under Route 66. However, both Option 1A and Option 1B can include grated manhole covers to allow onsite flows into the storm drain system. Though the storm drain is sized for only offsite flows for 100-year storm event, the system can accommodate some onsite flows for storm events lower than 100- year storm event. Also, with the time lag between onsite and offsite flows, the onsite flow may enter and leave the storm drain system sooner or before the arrival of the offsite flows. The option of adding grated manholes is also contingent upon the detailed storm drain analysis to ensure the HGL is below grade to avoid surging of flows from the manhole grates.

In this feasibility report, consideration has been given to both surface flow improvements and subsurface flow improvements. The options are discussed in the next section below.

These conceptual design efforts are based on available aerial imagery, City's GIS with 2-foot contours and as-built plan sheets from the Wildwood Hills Water and Sewer Extension project, please see Appendix D for the as builts. The depths of the existing water and sewer crossings are estimated from the rough contours and inverts provided on these as-builts. The actual location will require verification by potholing in the future for detailed design phase of the project.

4. MITIGATION OPTIONS

A. OPTION 1A – SUBSURFACE ACCOMMODATION OF 140 CFS

This option involves the installation/construction of underground storm drain piping through the streets of the WWH property. Appendix B Exhibits illustrate the conceptual plan and profile design of this system. At the western boundary of the WWH property the off-site runoff currently enters into the existing "makeshift" above-ground channel walls on both sides of Unit No. 9. It is proposed to channel all of the flow to one location and improve the open channel to be mostly underground while traversing over the existing sewer line and leading to a proposed inlet structure designed to receive 140 cfs. This grated inlet will have capture walls on both sides and allows for an overflow of the 57 cfs (197-140 = 57) that the City is suggesting to be handled by the WWH property facilities. The inlet structure will lead to a 48-inch diameter pipe, with smooth interior and with an exterior corrugated steel shell through the Unit No. 9 property and continue through the streets as shown. **This will involve the relocation/removal of the home Unit No. 9.** Consideration was given to constructing this piping while maintaining the home in place, however, the disruption of both Unit No 9 and the neighboring Unit No 10 would be so drastic that the complete removal of Unit No. 9 is more feasible. In this way, the construction can avoid the removal of trees that would otherwise greatly affect the homes. Upon removal of Unit No. 9, this space can be utilized to implement a sediment pond to capture sediment and debris from the offsite flow. Final design proceedings can further review and assess the possibility of

constructing without removal of the home, but for the costing of this concept study it is assumed that this one Unit will be displaced.

From Unit No. 9 the piping is proposed to follow the street alignment, as opposed to following the natural lowpoint areas running through the other home units and causing further disruption of personal property. Following this less intrusive street alignment necessarily involves a pipeline construction that "bucks" grade resulting in a 12-foot depth of trenching to lay the 48-inch diameter pipe through the high point at the street corner near Unit No. 15. The piping would be constructed at a minimum one (1) percent slope (required for pipeline capacity) and continue easterly in the middle of the street, requiring adjustments to the two water pipe crossings (near Unit No. 51) and possibly avoiding the sanitary sewer crossing (near Unit No. 49). For the cost analysis of this study, an allowance has been included for relocation of the utilities at potential conflict locations which should be confirmed by potholing at detailed design phase. To minimize the conflict with these utilities the stormwater line is proposed to transition from the 48-inch diameter pipe to a 6'x 3' (Width x Height) Reinforced Concrete Box Culvert (RCBC), enabling better cover from the top of the structure to the underside of the pavement.

Near the end of this proposed storm drain system, near Unit No. 47, there is an unavoidable conflict with the existing sanitary sewer crossing the street and leading to a lift station located in a shed next to the garage by Unit No. 47. This sewer crossing will need to be lowered. Additionally, this may lead to modifications to the lift station, due to the lowering of the influent pipe. Again, the exact elevation of the sewer system needs to be confirmed prior to final design. An allowance is made in this conceptual design phase for the lowering of the sewer crossing and the reconstruction of the lift station. It is noted that this lift station pumps the sewage up along the eastern property line of WWH to a gravity line in the Route 66 right-of-way.

As the traverse of the 6'x 3' RCBC leads to the eastern property line it is still too deep to "daylight" in the WWH property. The owners of the Kit Carson RV park will need to be agreeable to allowing the City to excavate an open channel through their property to a point as shown in the Exhibits. It would behoove the Kit Carson owners to have the open channel in their property to provide a clear channelization of the floodwaters and have the benefit of eliminating the flooding problems currently being experienced in this property as well. In fact, the extension of the open channel all the way to the existing culvert under Route 66 may be very beneficial to the Kit Carson property.

The overall cost of Option 1A has been estimated to be $1,133,578 (please see Appendix C for the detailed cost estimate). The overall cost includes an estimated $250,000 for the elimination of the home Unit No. 9. This cost includes demolition of Unit No. 9, either salvage the Unit or purchase of new Unit, owner compensation and installation costs. This figure may need to be revised based on more expert market value analytics and/or relocation procedures.

B. OPTION 1B – SUBSURFACE ACCOMMODATION OF 197 CFS PLUS ALLOWANCE FOR ON-SITE RUNOFF.

Subsurface Option 1B is identical to Option 1A except that the conveyance is sized to accommodate the entirety of the 197 cfs peak flow during the 100-year storm event, intercepting all the offsite flow. Additionally, allowance has been made for the cost of grated inlets directly

above the proposed pipeline in particular locations within the existing (pavement to be removed and replaced due to pipeline trenching) inverted crown of the roadways. It will be important to add a grated inlet at the low point in the road (next to Units 16 and 17) to deal more completely with the on-site runoff. The pipeline will need to be "upsized" from the previously discussed 48-inch diameter to a 54-inch diameter, and the box culvert section will require a 8'x3' (Width X Height) section instead of the 6'x3' section from the Option 1A design. This Option 1B will solve the flooding problems by receiving all the offsite runoff, and additionally dealing with the on-site runoff. The added cost for the grated inlets to deal with the on-site runoff is insignificant when compared to the overall cost of the pipeline required for the off-site flows. The project should consider adding these grated inlets to the Option 1A as well.

Consideration has also been given to the notion of constructing a detention basin somewhere in the WWH property such as the lot for Unit No. 9 or at the downstream outlet at the eastern property line. However, these areas are too small to amount to significant reduction in the flows and it would require unsightly safety fencing around the ponding or present an unsafe condition due to their close proximity to the neighboring units.

Additionally, in the scoping of this study it was mentioned to consider the upsizing of the detention basins located to the southwest in the Presidio in Pines residential development. There is a small detention basin in Presidio that discharges to the north half of WWH. It is a located between the street and lots. This basin being in midst of already improved areas has negligible scope of upsizing to cause any reduction in offsite flows.

There is another larger detention basin that discharges to the south half of WWH. While this basin may have some upsizing possibilities, it will require negotiations with the Presidio HOA. Since this basin discharges to the south half of WWH, the reduction to this basin outflow would affect the end of the subject system at the open channel being proposed in the Kit Carson property but does not have any impact on the flooding in the north half of WWH.

The overall cost of Option 1B has been estimated to be $1,213,684. Please see Appendix C for the detailed cost estimate. As mentioned for Option 1A, the overall cost includes an estimated $250,000 for the elimination of the home Unit No. 9. Again, this figure may need to be revised based on more expert market value analytics and/or relocation procedures.

C. OPTION 2 – SURFACE CHANNEL AND STORM DRAIN SYSTEM

The consideration of this option involves the improvements of surface channel (through properties) flow path which naturally exists in areas of least resistance. There are flood walls and other makeshift channelization efforts in place between Unit Nos. 8 and 9, Unit Nos. 9 and 10, Unit Nos. 17 and 18, Unit Nos. 23 and 24. These areas could be improved upon and extending the channel between Unit Nos. 29 and 30, and Unit Nos. 35 and 36, with a concrete channel between the units and culverts at the street crossings. However, this option would involve significant disruption through the yards, removal of trees, relocation of utilities, deep trenches near buildings, and destruction of all the personal property such as landscaping, decking, walkways and other established conditions built up over the past decades. Also, the channel option may require railing on both the sides for safety. Thus, this option would not be easily adopted as it would involve multiple unit owners and utility relocations which will significantly

impact the project timeline and compensation costs and possible legal costs. Per cost analysis, this option is estimated to cost about $1,284,667 which is higher than Option1A and 1B. Thus, it is concluded that this option does not warrant further consideration.

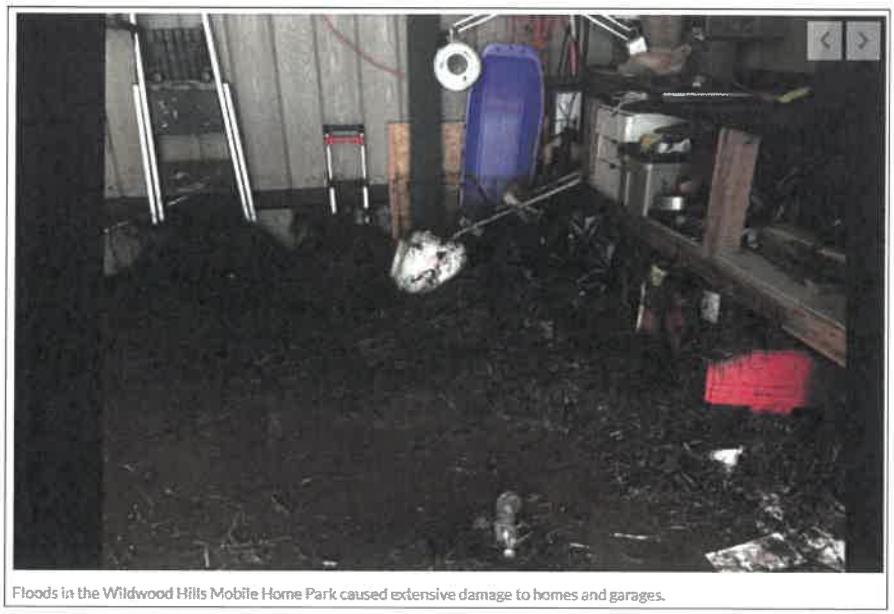
D. OPTION 3 – NON-STRUCTURAL MITIGATION MEASURES

The non-structural option of protecting the properties in the drainage path by floodproofing, flood gates and possible relocation of homes in the drainage path, also is not worth serious consideration, due again to the unacceptable conditions presented by the resultant flow spilling out into the streets. This option may somewhat improve the protection of the units in the drainage path, but it would also lead to diversion of flows to the otherwise safe units. In addition, the residents are already implementing some measures to temporarily protect them from flooding, however, they require manual intervention of the residents to install gates prior to the storm event. Given, the fact that these are senior citizen dwellings, these measures may not be effective if not implemented in a timely fashion. Also, the offsite flows carry significant amount of sediment and debris which may cause clean up and property damage after major storm events. Following are some of the pictures with non-structural mitigation measures that the residents have implemented and the damage after the storm event.



Todd Vanosdell shows one of two flood gates he installed in the fence of his Wildwood Hills home to help floodwaters escape his property. The neighborhood tucked in a low-lying area between Wood Mountain Road and West Route 66 in Flagstaff has seen a massive increase in flooding from monsoon rains recently.

Figure 9: Image of Flood Gates Installed By The Residents



Floods in the Wildwood Hills Mobile Home Park caused extensive damage to homes and garages.

Figure 10: Image of Flood Damages To The Private Property



Figure 11: Image of Gates At Garage Installed By Residents (Unit 17)

5. RECOMMENDATIONS AND CONCLUSIONS

The study includes the subsurface and surface mitigation options, and the associated costs. Following are the conclusions and recommendations.

A. CONCLUSIONS

The two feasible options are Option 1A and 1B with storm drain system that convey either a portion of the flow or the entire offsite flow rate from the west.

- Options 1A and 1B cause the least disruption to the units as most the work will be in the street.
- These options also involve minimum utility conflicts as compared to the channel option (Option 2).
- With the storm drain system in the street, the future maintenance can be done without accessing yards or private properties.
- Option 1A costs are estimated at $1,133,578 while Option 1B is estimated at $1,213,684. Project may consider option 1B to provide additional benefits based on the available budget.

B. RECOMMENDATIONS

Following are some of the recommendations regarding the implementation of the chosen option:

- Coordination with the owner of the Kit Carson parcel to inform about the channel and obtain permission for construction and for drainage easement. City may consider extension of the channel through the Kit Carson parcel to the culvert crossing under Route 66, which could further benefit the property owner.
- Coordination with WWH MHP owner to discuss the remove/relocation of the home designated as Unit 9.
- Coordination with the Woody Mountain campground parcel owner to tie in the drainage improvements to bring offsite flow to the chosen WWH flood mitigation option.
- Ensure that a geotechnical investigation is carried out for the location of the proposed pipeline. Limestone bedrock was found in the Woody Mountain Campground development just west of the WWH property, and if encountered, could add significantly to the trenching costs. Rock excavation is currently not included in the cost estimates.
- Negotiation with affected homeowners. The cost estimates presented in Appendix C have allowances for compensating the affected homeowners. The $250,000 allowance for the removal of the Unit 9 home is based on an estimated market value of $100,000, plus relocation expenses. Similarly, in Option 2 allowances are identified for the compensation of all the properties affected. No legal fees have been included.

6. REFERENCES

i. Preliminary Drainage Report for Wildwood Hills Detention Basin, May 2018

ii. City of Flagstaff, GIS (2-foot contours)

iii. Wildwood Hills Water and Sewer Extension As-Builts, Rockwell Consultants, 1982

iv. FlowMaster, Bentley's Heastad Methods Solution Center

v. Autodesk Civil 3D, 2019

APPENDIX A: CONCEPTUAL STORMWATER CONVEYANCE SIZING

OPTION 1A

48-INCH ULTRA FLO CMP PIPE FLOW CAPACITY @ 1.0% SLOPE

6' X 3' (WIDTH X HEIGHT) REINFORCED CONCRETE BOX CULVERT FLOW CAPACITY @ 0.5% SLOPE

OPTION 1B

54-INCH ULTRA FLO CMP PIPE FLOW CAPACITY @ 1.0% SLOPE

8' X 3' (WIDTH X HEIGHT) REINFORCED CONCRETE BOX CULVERT FLOW CAPACITY @ 0.5% SLOPE

OPTION 2

5' x 3' (WIDTH X HEIGHT) RECTANGULAR CONCRETE CHANNEL CAPACITY @ 1.0% SLOPE

Worksheet for 48-Inch @ Slope=1% (Ultra Flo CMP)

Project Description	
Friction Method	Manning Formula
Solve For	Full Flow Capacity

Input Data	
Roughness Coefficient	0.012
Channel Slope	0.010
Normal Depth	48.0
Diameter	48.0
Discharge	155.61

Results	
Discharge	155.61
Normal Depth	48.0
Flow Area	12.6
Wetted Perimeter	12.6
Hydraulic Radius	12.0
Top Width	0.00
Critical Depth	43.7
Percent Full	100.0
Critical Slope	0.009
Velocity	12.38
Velocity Head	2.38
Specific Energy	6.38
Froude Number	(N/A)
Maximum Discharge	167.39
Discharge Full	155.61
Slope Full	0.010
Flow Type	Undefined

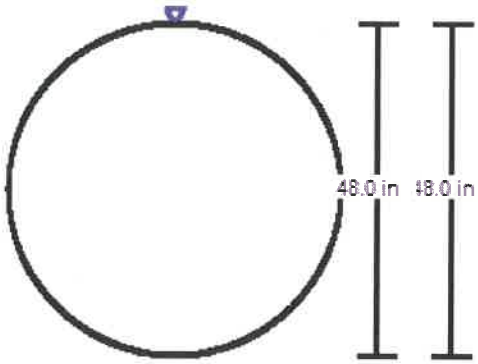
GVF Input Data	
Downstream Depth	0.0
Length	0.0
Number Of Steps	0

GVF Output Data	
Upstream Depth	0.0
Profile Description	N/A
Profile Headloss	0.00
Average End Depth Over Rise	0.0
Normal Depth Over Rise	100.0
Downstream Velocity	Infinity
Upstream Velocity	Infinity
Normal Depth	48.0
Critical Depth	43.7
Channel Slope	0.010
Critical Slope	0.009

Cross Section for 48-Inch @ Slope=1% (Ultra Flo CMP)

Project Description	
Friction Method	Manning Formula
Solve For	Full Flow Capacity

Input Data	
Roughness Coefficient	0.012
Channel Slope	0.010
Normal Depth	48.0
Diameter	48.0
Discharge	155.61



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Worksheet for 6'X3' (WxH) RCBC @ Slope=0.5%

Project Description	
Friction Method	Manning Formula
Solve For	Full Flow Capacity

Input Data	
Roughness Coefficient	0.013
Channel Slope	0.005
Normal Depth	36.0
Height	3.0
Bottom Width	6.00
Discharge	145.48

Results	
Flow Area	18.0
Wetted Perimeter	18.0
Hydraulic Radius	12.0
Top Width	6.00
Critical Depth	31.6
Percent Full	100.0
Critical Slope	0.004
Velocity	8.08
Velocity Head	1.02
Specific Energy	4.02
Froude Number	0.823
Discharge Full	145.48
Slope Full	0.005
Flow Type	Subcritical

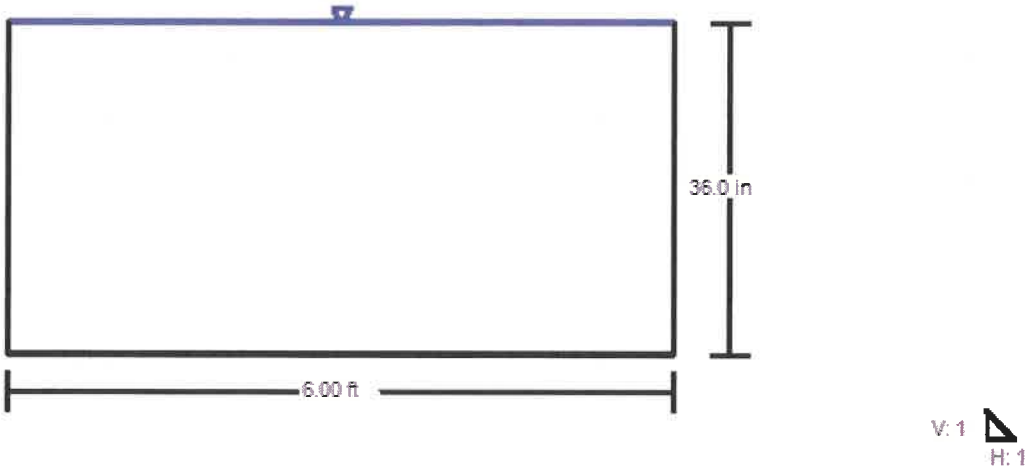
GVF Input Data	
Downstream Depth	0.0
Length	0.0
Number Of Steps	0

GVF Output Data	
Upstream Depth	0.0
Profile Description	N/A
Profile Headloss	0.00
Average End Depth Over Rise	0.0
Normal Depth Over Rise	100.0
Downstream Velocity	Infinity
Upstream Velocity	Infinity
Normal Depth	36.0
Critical Depth	31.6
Channel Slope	0.005
Critical Slope	0.004

Cross Section for 6'X3' (WxH) RCBC @ Slope=0.5%

Project Description	
Friction Method	Manning Formula
Solve For	Full Flow Capacity

Input Data	
Roughness Coefficient	0.013
Channel Slope	0.005
Normal Depth	36.0
Height	3.0
Bottom Width	6.00
Discharge	145.48



Worksheet for 54-Inch @ Slope=1% (Ultra Flo CMP)

Project Description	
Friction Method	Manning Formula
Solve For	Full Flow Capacity

Input Data	
Roughness Coefficient	0.012
Channel Slope	0.010
Normal Depth	54.0
Diameter	54.0
Discharge	213.02

Results	
Discharge	213.02
Normal Depth	54.0
Flow Area	15.9
Wetted Perimeter	14.1
Hydraulic Radius	13.5
Top Width	0.00
Critical Depth	49.4
Percent Full	100.0
Critical Slope	0.009
Velocity	13.39
Velocity Head	2.79
Specific Energy	7.29
Froude Number	(N/A)
Maximum Discharge	229.15
Discharge Full	213.02
Slope Full	0.010
Flow Type	Undefined

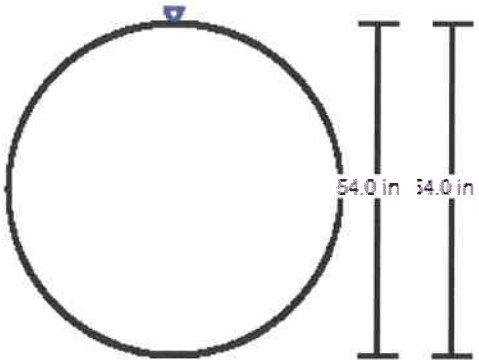
GVF Input Data	
Downstream Depth	0.0
Length	0.0
Number Of Steps	0

GVF Output Data	
Upstream Depth	0.0
Profile Description	N/A
Profile Headloss	0.00
Average End Depth Over Rise	0.0
Normal Depth Over Rise	100.0
Downstream Velocity	Infinity
Upstream Velocity	Infinity
Normal Depth	54.0
Critical Depth	49.4
Channel Slope	0.010
Critical Slope	0.009

Cross Section for 54-Inch @ Slope=1% (Ultra Flo CMP)

Project Description	
Friction Method	Manning Formula
Solve For	Full Flow Capacity

Input Data	
Roughness Coefficient	0.012
Channel Slope	0.010
Normal Depth	54.0
Diameter	54.0
Discharge	213.02





Worksheet for 8'x3' (WXH) RCBC @ Slope=0.5%

Project Description	
Friction Method	Manning Formula
Solve For	Full Flow Capacity

Input Data	
Roughness Coefficient	0.013
Channel Slope	0.005
Normal Depth	36.0
Height	3.0
Bottom Width	8.00
Discharge	205.56

Results	
Flow Area	24.0
Wetted Perimeter	22.0
Hydraulic Radius	13.1
Top Width	8.00
Critical Depth	32.9
Percent Full	100.0
Critical Slope	0.004
Velocity	8.57
Velocity Head	1.14
Specific Energy	4.14
Froude Number	0.872
Discharge Full	205.56
Slope Full	0.005
Flow Type	Subcritical

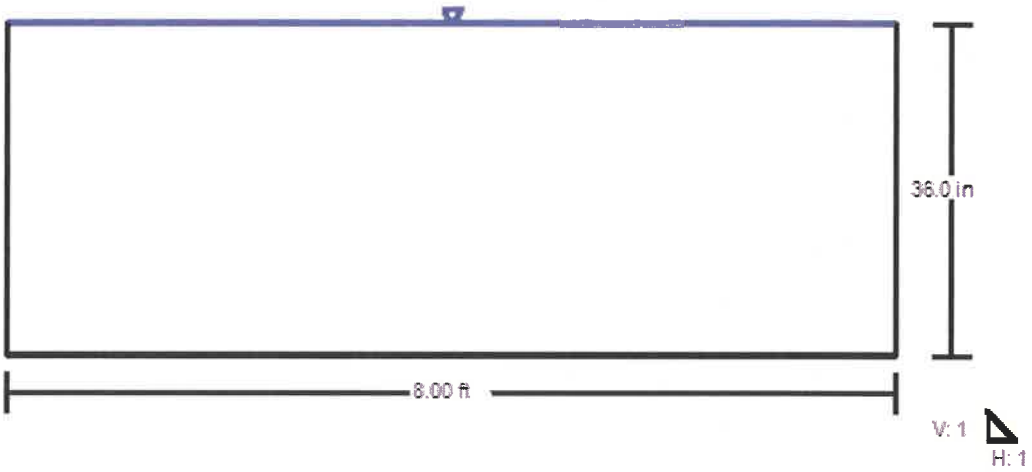
GVF Input Data	
Downstream Depth	0.0
Length	0.0
Number Of Steps	0

GVF Output Data	
Upstream Depth	0.0
Profile Description	N/A
Profile Headloss	0.00
Average End Depth Over Rise	0.0
Normal Depth Over Rise	100.0
Downstream Velocity	Infinity
Upstream Velocity	Infinity
Normal Depth	36.0
Critical Depth	32.9
Channel Slope	0.005
Critical Slope	0.004

Cross Section for 8'x3' (WXH) RCBC @ Slope=0.5%

Project Description	
Friction Method	Manning Formula
Solve For	Full Flow Capacity

Input Data	
Roughness Coefficient	0.013
Channel Slope	0.005
Normal Depth	36.0
Height	3.0
Bottom Width	8.00
Discharge	205.56



Worksheet for 5'x3' Rectangular Channel @ Slope=1%

Project Description	
Friction Method	Manning Formula
Solve For	Discharge

Input Data	
Roughness Coefficient	0.013
Channel Slope	0.010
Normal Depth	36.0
Bottom Width	5.00

Results	
Discharge	210.83
Flow Area	15.0
Wetted Perimeter	11.0
Hydraulic Radius	16.4
Top Width	5.00
Critical Depth	45.7
Critical Slope	0.005
Velocity	14.06
Velocity Head	3.07
Specific Energy	6.07
Froude Number	1.431
Flow Type	Supercritical

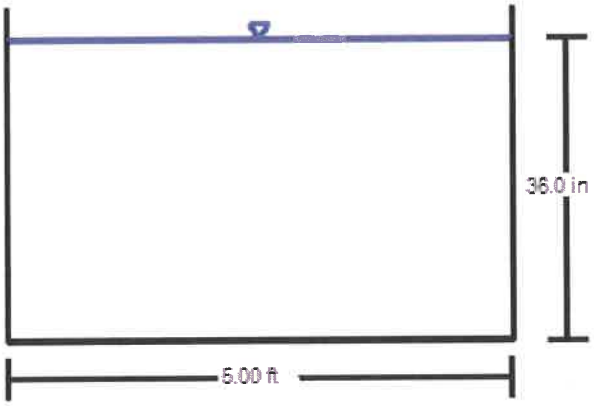
GVF Input Data	
Downstream Depth	0.0
Length	0.0
Number Of Steps	0

GVF Output Data	
Upstream Depth	0.0
Profile Description	N/A
Profile Headloss	0.00
Downstream Velocity	Infinity
Upstream Velocity	Infinity
Normal Depth	36.0
Critical Depth	45.7
Channel Slope	0.010
Critical Slope	0.005

Cross Section for 5'x3' Rectangular Channel @ Slope=1%

Project Description	
Friction Method	Manning Formula
Solve For	Discharge

Input Data	
Roughness Coefficient	0.013
Channel Slope	0.010
Normal Depth	36.0
Bottom Width	5.00
Discharge	210.83



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Watertown, CT 06795 USA +1-203-755-1666

APPENDIX B: CONCEPTUAL DESIGN PLANS

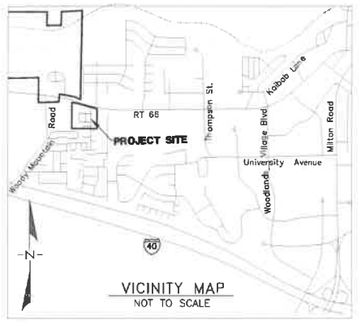
OPTION 1A PLAN AND PROFILE
OPTION 1B PLAN AND PROFILE
OPTION 2 PLAN

WILDWOOD HILLS
DRAINAGE FEASIBILITY STUDY

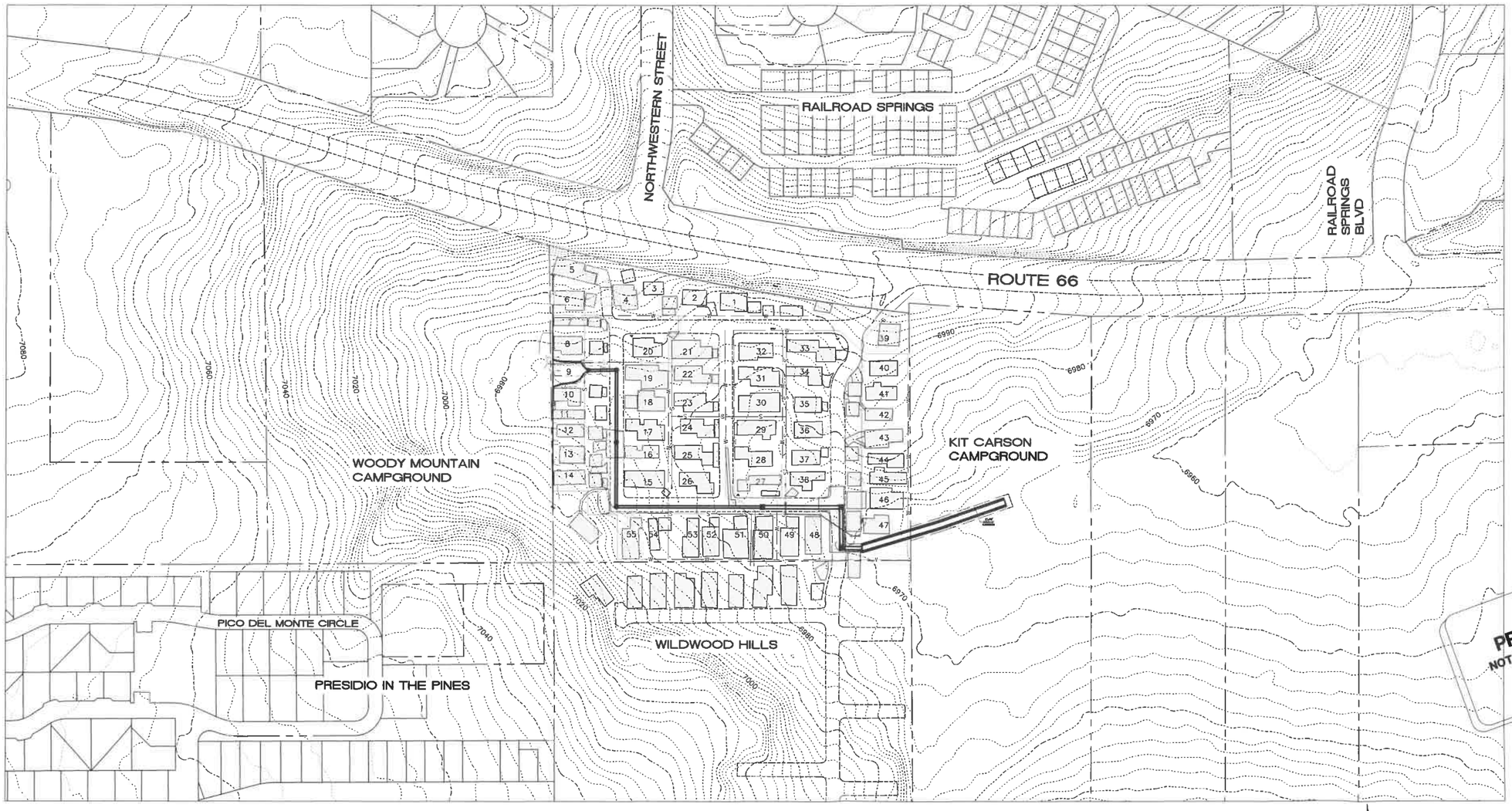
A PROPOSED IMPROVEMENT IN THE SE CORNER OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA

LEGEND

- EXISTING PROPERTY LINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING FLOWLINE
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING BARBED WIRE FENCE
- EXISTING WALL
- EXISTING CONCRETE
- EXISTING STRUCTURE
- EXISTING PAVEMENT
- PROPOSED SANITARY SEWER LINE
- PROPOSED STORM DRAIN
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED CATCH BASIN



VICINITY MAP
NOT TO SCALE



PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SHEET INDEX

1	COVER
2	OPTION 1A
3	OPTION 1A
4	OPTION 1B
5	OPTION 1B
6	OPTION 2

FIELD TOPOGRAPHY AND BOUNDARY SURVEY INFORMATION USED TO PREPARE THIS DRAWING WERE BASED ON CITY OF FLAGSTAFF GIS.

SHEET 1 OF 6

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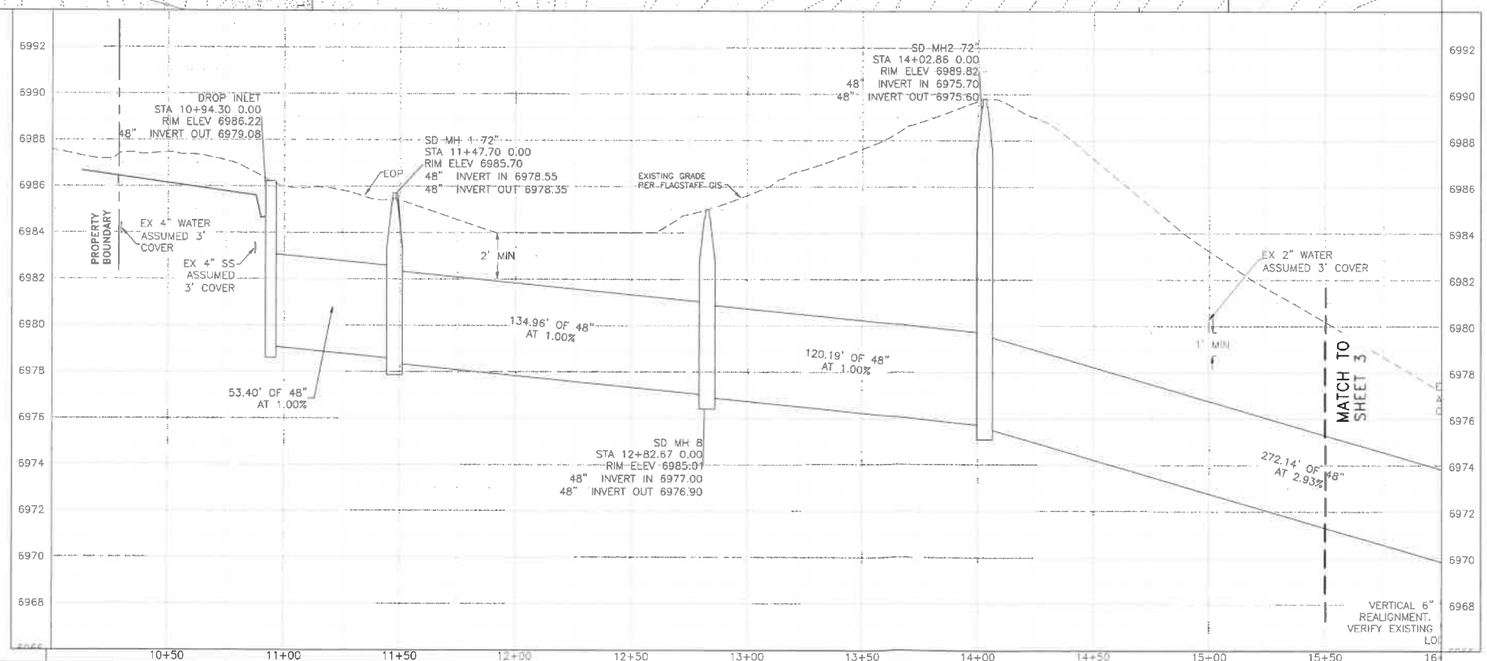
117806

1/2/19

WILDWOOD HILLS DRAINAGE FEASIBILITY STUDY

DRAFTED BY: AAS
DATE: 1/2/19
PROJ. NO.: 117806
FN: PP OPT 1





CONSTRUCTION NOTES
PUBLIC IMPROVEMENTS

(01) REMOVE EXISTING ROCK WALL CHANNEL.

(10) INSTALL 48" CONTECH ULTRA FLO CMP OR APPROVED EQUAL IN ACCORDANCE WITH MAG SS 601 & 618.

(13) CONSTRUCT STORM DRAIN MANHOLE IN ACCORDANCE WITH MAG SD NO. 521, & NO. 522. GRATE IN LID.

(14) CONSTRUCT DITCH TO CONVEY OFFSITE FLOW TO DROP INLET STRUCTURE.

(16) CONSTRUCT DROP INLET STRUCTURE WITH CAPTURE WALLS TO RECEIVE A MAXIMUM OF 140 CFS.

(60) REMOVE AND REPLACE CONCRETE PAVEMENT

(61) REMOVE AND REPLACE ASPHALT ROADWAY PER TRENCHING AND BACKFILL DETAIL COF SD 9-01-03.

(90) INSTALL SAFETY RAILING.

N

0 15 30 60

SCALE: 1" = 30'
CONTOUR INTERVAL: 2'

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

GENERAL NOTES

FIELD TOPOGRAPHY AND BOUNDARY SURVEY INFORMATION USED TO PREPARE THIS DRAWING WERE BASED ON CITY OF FLAGSTAFF GIS.

ALL ELEVATIONS SHOWN ON THE PLANS ARE FINISHED SURFACE ELEVATIONS (EXCEPT AS NOTED).

THE INFORMATION ON THESE PLANS CONCERNING THE TYPE, SIZE, AND LOCATION OF UTILITIES HAS BEEN SHOWN BASED ON THE BEST INFORMATION AVAILABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINATION OF EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. IT IS THE CONTRACTORS RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES, IN PLACE, UNLESS OTHERWISE NOTED OR SPECIFIED.

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1/9/19

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OPTION 1A

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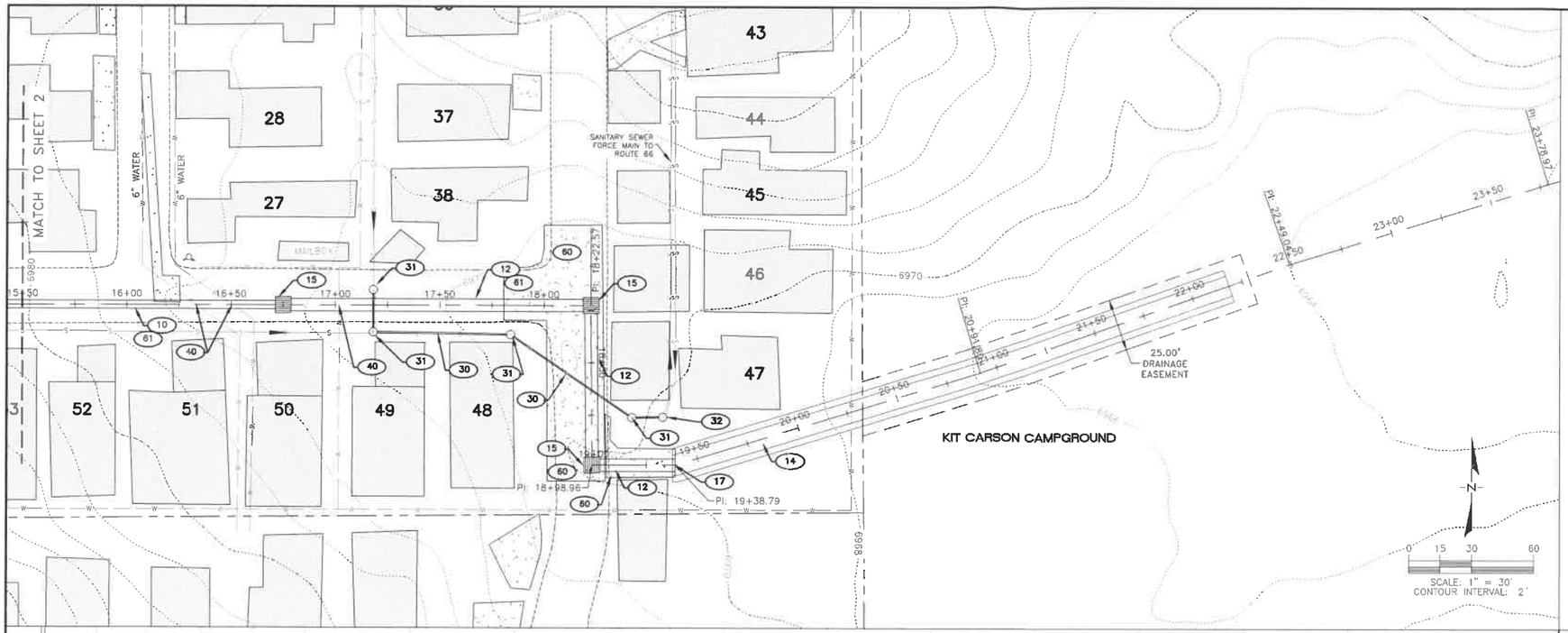
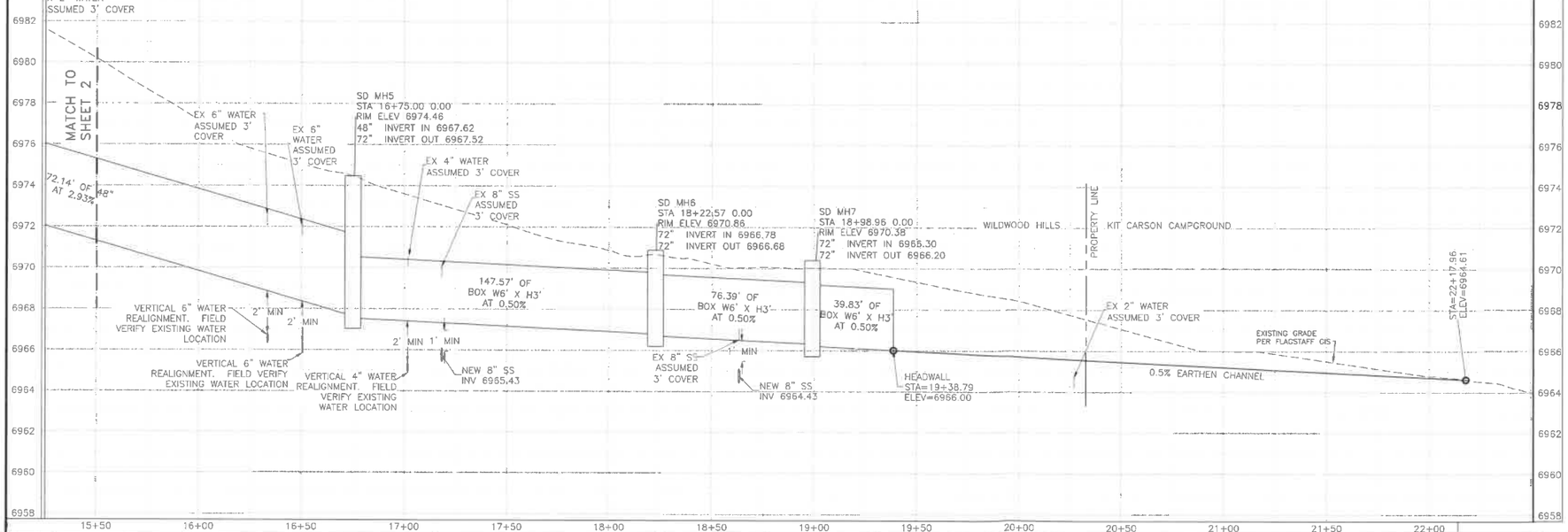
WILDWOOD HILLS DRAINAGE
FEASIBILITY STUDY

OPTION 1A

HOR SCALE: 1"=30'
VERT SCALE: 1"=3'
DATE: 1/9/19
PROJECT NO.: 117806
AGENCY NO.:
SHEET NO.: 2 OF 6

DESIGNED BY: SK
DRAFTED BY: AS
CHECKED BY: JH





CONSTRUCTION NOTES
PUBLIC IMPROVEMENTS

(10) INSTALL 48" CONTECH ULTRA FLO CMP OR APPROVED EQUAL IN ACCORDANCE WITH MAG SS 601 & 618.

(12) INSTALL 6'W X 3'H REINFORCED CONCRETE BOX CULVERT IN ACCORDANCE WITH MAG SS 206 & 505.

(13) CONSTRUCT STORM DRAIN MANHOLE IN ACCORDANCE WITH MAG SD NO. 521, & NO. 522.

(14) CONSTRUCT DITCH PER DETAIL ON THIS SHEET.

(15) CONSTRUCT CONCRETE JUNCTION BOX.

(17) CONSTRUCT HEADWALL

(30) INSTALL 8" PVC SEWER PER MAG SS 601 & 615. TYPICAL TRENCHING AND BACKFILL PER COF SD 9-01-030. REMOVE EXISTING SEWER.

(31) INSTALL SEWER CLEANOUT PER MAG SS 441.

(32) ADJUST EXISTING SEWER PUMP STATION OR REPLACE AS NEEDED.

(40) CONSTRUCT A VERTICAL REALIGNMENT OF EXISTING WATERLINE IN ACCORDANCE WITH MAG SD NO. 370. PROVIDE ADDITIONAL WATER PROTECTION IN ACCORDANCE WITH MAG SD NO. 404.

(60) REMOVE AND REPLACE CONCRETE PAVEMENT

(61) REMOVE AND REPLACE ASPHALT ROADWAY PER TRENCHING AND BACKFILL DETAIL COF SD 9-01-03.



LOCATED AT STORM DRAIN OUTLET IN WILDWOOD HILLS AND CONTINUES INTO KIT CARSON CAMPGROUND

EARTHEN CHANNEL DETAIL
N.T.S.

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

GENERAL NOTES

FIELD TOPOGRAPHY AND BOUNDARY SURVEY INFORMATION USED TO PREPARE THIS DRAWING WERE BASED ON CITY OF FLAGSTAFF GIS.

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REVISIONS:

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ENGINEERING & SURVEYING
124 N ELDEN ST, FLAGSTAFF, AZ 86001
(928) 774-4636 | WWW.WOODSONENG.COM

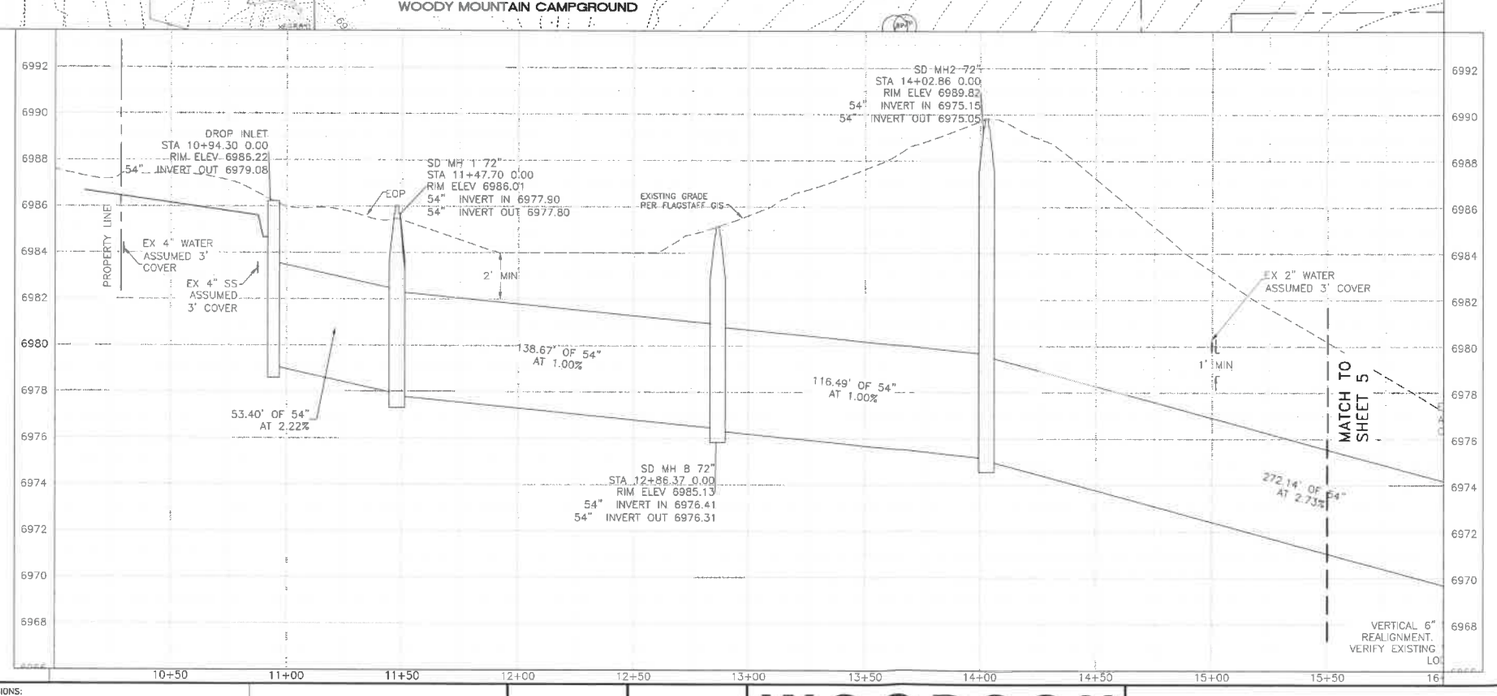
WILDWOOD HILLS DRAINAGE
FEASIBILITY STUDY

OPTION 1A

HOR SCALE: 1"=30'
VERT SCALE: 1"=3'
DATE: 1/2/19
PROJECT NO.: 117806
AGENCY NO.: .
SHEET NO.: 3 OF 6

DESIGNED BY: SK
DRAFTED BY: AS
CHECKED BY: JH





CONSTRUCTION NOTES
PUBLIC IMPROVEMENTS

- (01) REMOVE EXISTING ROCK WALL CHANNEL.
- (10) INSTALL 54" CONTECH ULTRA FLO CMP OR APPROVED EQUAL IN ACCORDANCE WITH MAG SS 601 & 618.
- (13) CONSTRUCT STORM DRAIN MANHOLE IN ACCORDANCE WITH MAG SD NO. 521, & NO. 522. GRATE IN LID.
- (14) CONSTRUCT DITCH TO CONVEY OFFSITE FLOW TO DROP INLET STRUCTURE.
- (16) CONSTRUCT DROP INLET STRUCTURE WITH CAPTURE WALLS TO RECEIVE A MAXIMUM 197 CFS.
- (60) REMOVE AND REPLACE CONCRETE PAVEMENT
- (61) REMOVE AND REPLACE ASPHALT ROADWAY PER TRENCHING AND BACKFILL DETAIL COF SD 9-01-03.
- (90) INSTALL SAFETY RAILING.

N

0 15 30 60

SCALE: 1" = 30'
CONTOUR INTERVAL: 2'

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

GENERAL NOTES

FIELD TOPOGRAPHY AND BOUNDARY SURVEY INFORMATION USED TO PREPARE THIS DRAWING WERE BASED ON CITY OF FLAGSTAFF GIS.

ALL ELEVATIONS SHOWN ON THE PLANS ARE FINISHED SURFACE ELEVATIONS (EXCEPT AS NOTED).

THE INFORMATION ON THESE PLANS CONCERNING THE TYPE, SIZE, AND LOCATION OF UTILITIES HAS BEEN SHOWN BASED ON THE BEST INFORMATION AVAILABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINATION OF EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. IT IS THE CONTRACTORS RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES, IN PLACE, UNLESS OTHERWISE NOTED OR SPECIFIED.

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1/9/19

WILDWOOD HILLS DRAINAGE
FEASIBILITY STUDY
OPTION 1B

A guide to getting underground facilities located before you dig
Know what's below. Call before you dig.
ARIZONA811
Call 811 or visit www.Arizona811.com

FN: OPTION 1B

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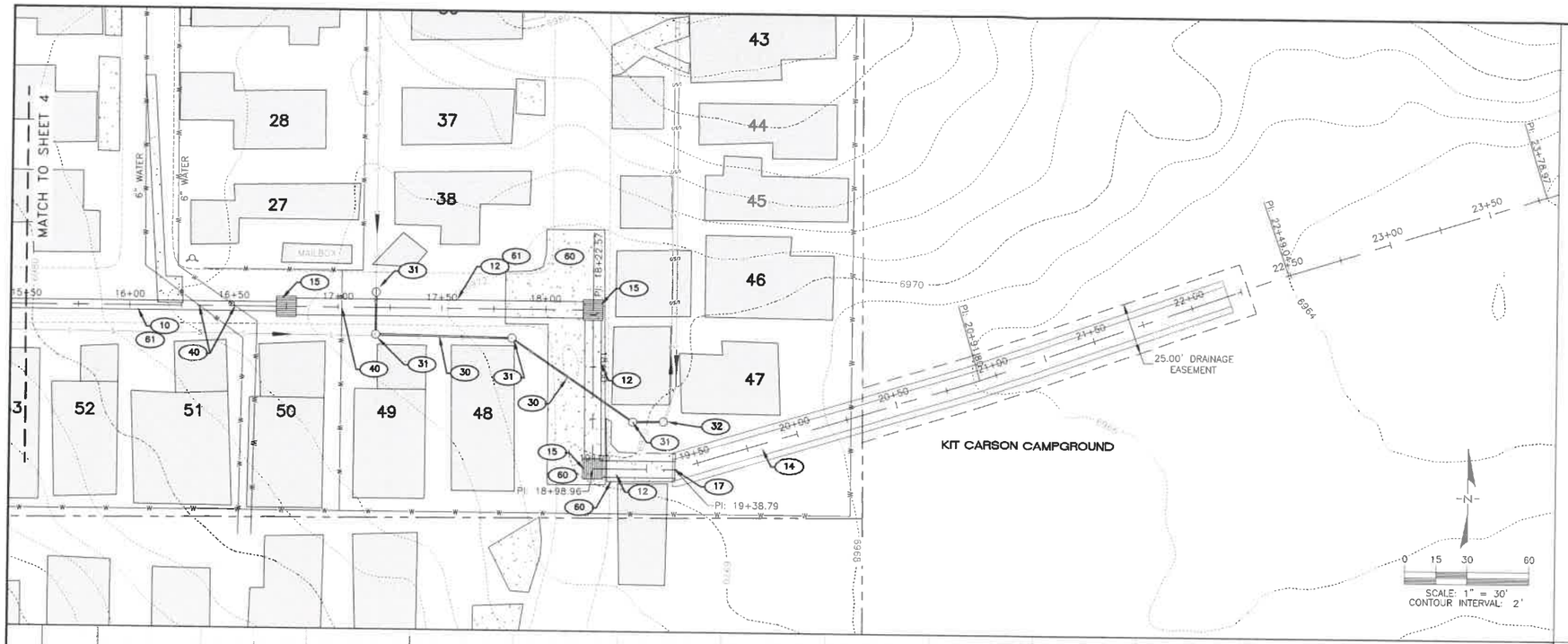
WILDWOOD HILLS DRAINAGE FEASIBILITY STUDY

OPTION 1B

HOR SCALE: 1"=30'
VERT SCALE: 1"=3'
DATE: 1/9/19
PROJECT NO.: 117806
AGENCY NO.:
SHEET NO.: 4 OF 6

DESIGNED BY: SK
DRAFTED BY: AS
CHECKED BY: JH



CONSTRUCTION NOTES
PUBLIC IMPROVEMENTS

(10) INSTALL 54" CONTECH ULTRA FLO CMP OR APPROVED EQUAL IN ACCORDANCE WITH MAG SS 601 & 618.

(12) INSTALL 8'W X 3'H REINFORCED CONCRETE BOX CULVERT IN ACCORDANCE WITH MAG SS 206 & 505.

(13) CONSTRUCT STORM DRAIN MANHOLE IN ACCORDANCE WITH MAG SD NO. 521, & NO. 522.

(14) CONSTRUCT DITCH PER DETAIL ON THIS SHEET.

(15) CONSTRUCT CONCRETE JUNCTION BOX.

(17) CONSTRUCT HEADWALL

(30) INSTALL 8" PVC SEWER PER MAG SS 601 & 615. TYPICAL TRENCHING AND BACKFILL PER COF SD 9-01-030. REMOVE EXISTING SEWER.

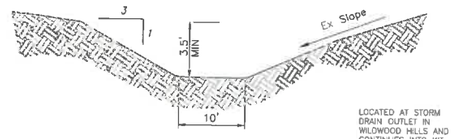
(31) INSTALL SEWER CLEANOUT PER MAG SS 441.

(32) ADJUST EXISTING SEWER PUMP STATION OR REPLACE AS NEEDED.

(40) CONSTRUCT A VERTICAL REALIGNMENT OF EXISTING WATERLINE IN ACCORDANCE WITH MAG SD NO. 370. PROVIDE ADDITIONAL WATER PROTECTION IN ACCORDANCE WITH MAG SD NO. 404.

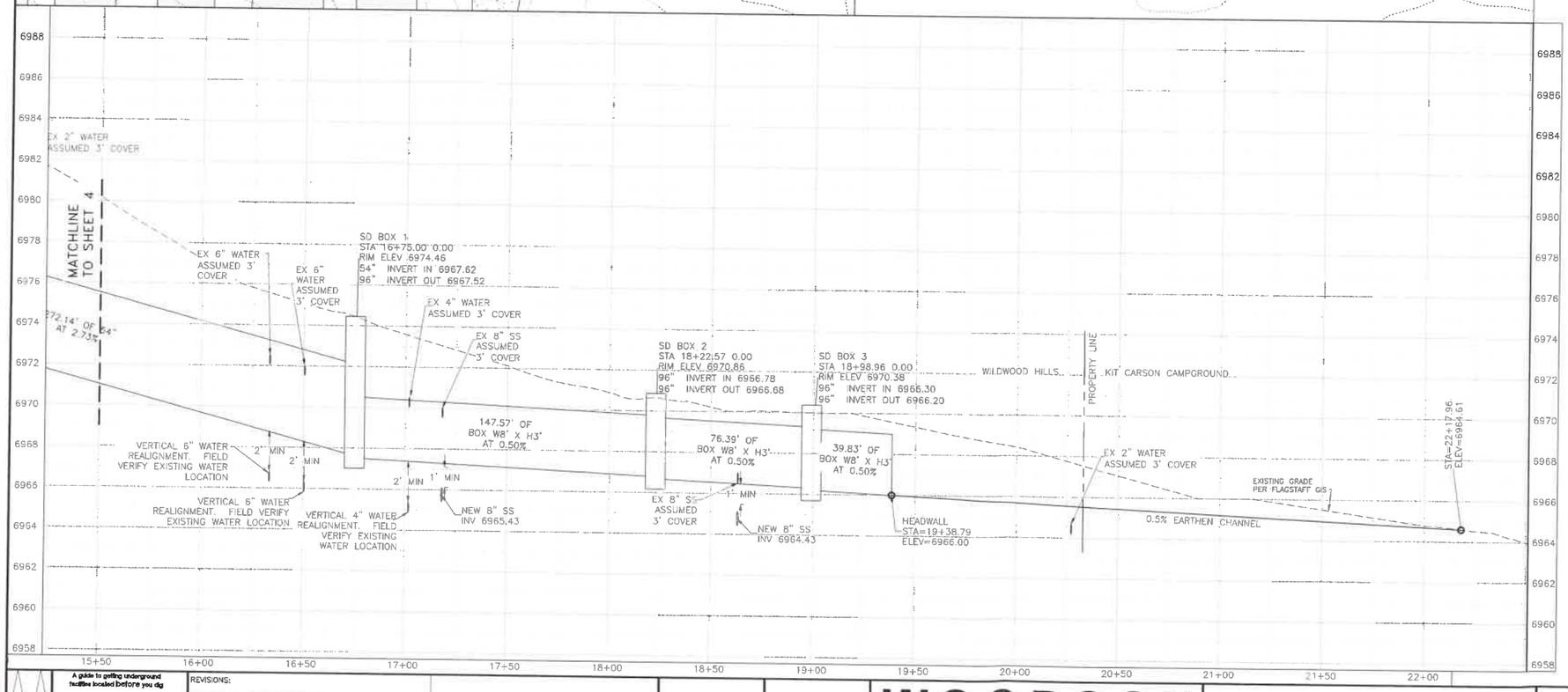
(60) REMOVE AND REPLACE CONCRETE PAVEMENT

(61) REMOVE AND REPLACE ASPHALT ROADWAY PER TRENCHING AND BACKFILL DETAIL COF SD 9-01-03.



LOCATED AT STORM DRAIN OUTLET IN WILDWOOD HILLS AND CONTINUES INTO KIT CARSON CAMPGROUND

EARTHEN CHANNEL DETAIL
N.T.S.



GENERAL NOTES

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1/9/19

WILDWOOD HILLS DRAINAGE
FEASIBILITY STUDY
OPTION 1B

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Call 811 or visit www.Arizona811.com

FN: OPTION 1B

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WILDWOOD HILLS DRAINAGE FEASIBILITY STUDY

OPTION 1B

HOR SCALE: 1"=30'
VERT SCALE: 1"=3'
DATE: 1/9/19
PROJECT NO.: 117806
AGENCY NO.:
SHEET NO.: 5 OF 6

DESIGNED BY: SK
DRAFTED BY: AS
CHECKED BY: JH



CONSTRUCTION NOTES
PUBLIC IMPROVEMENTS

(01) REMOVE EXISTING ROCK WALL CHANNEL.

(10) INSTALL 48" CONTECH ULTRA FLO CMP OR APPROVED EQUAL IN ACCORDANCE WITH MAG SS 601 & 618.

(11) INSTALL 36" CONTECH ULTRA FLO CMP OR APPROVED EQUAL IN ACCORDANCE WITH MAG SS 601 & 618.

(12) INSTALL 6'W X 3'H REINFORCED CONCRETE BOX CULVERT IN ACCORDANCE WITH MAG SS 206 & 505.

(13) CONSTRUCT STORM DRAIN MANHOLE IN ACCORDANCE WITH MAG SD NO. 521, & NO. 522.

(14) CONSTRUCT DITCH PER DETAIL ON SHEET 2.

(15) CONSTRUCT CONCRETE JUNCTION BOX.

(16) CONSTRUCT DROP INLET STRUCTURE WITH CAPTURE WALLS TO RECEIVE A MAXIMUM OF 140 CFS.

(17) CONSTRUCT HEADWALL.

(18) CONSTRUCT CONCRETE RECTANGULAR CHANNEL PER DETAIL ON THIS SHEET.

(30) INSTALL 8" DIA. PVC SEWER LINE IN ACCORDANCE WITH MAG SS 601 & 615. TYPICAL TRENCHING AND BACKFILL PER COF SD NO. 9-01-030.

(31) INSTALL SEWER CLEANOUT PER MAG SS 441.

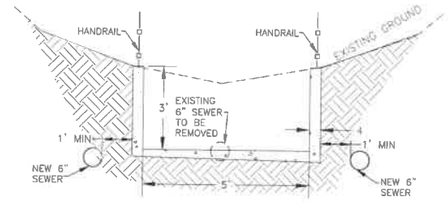
(32) ADJUST EXISTING SEWER PUMP STATION OR REPLACE AS NEEDED.

(40) CONSTRUCT A VERTICAL REALIGNMENT OF EXISTING WATERLINE IN ACCORDANCE WITH MAG SD NO. 370. PROVIDE ADDITIONAL WATER PROTECTION IN ACCORDANCE WITH MAG SD NO. 404.

(60) REMOVE AND REPLACE CONCRETE PAVEMENT

(61) REMOVE AND REPLACE ASPHALT ROADWAY PER TRENCHING AND BACKFILL DETAIL COF SD 9-01-03.

(90) INSTALL SAFETY RAILING.



(18) CONCRETE CHANNEL SECTION
NOT TO SCALE

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1/9/19

WILDWOODHILLS DRAINAGE FEASIBILITY STUDY OPTION 2

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Call 811 or visit www.Arizona811.com

FN: OPTION 2

REVISIONS:

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124 N ELDEN ST, FLAGSTAFF, AZ 86001
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WILD WOOD HILLS DRAINAGE FEASIBILITY STUDY

OPTION 2

HOR SCALE: 1"=30'
VERT SCALE: NA
DATE: 1/9/19
PROJECT NO.: 117806
AGENCY NO.:
SHEET NO.: 6 OF 6

DESIGNED BY: SR
DRAFTED BY: AS
CHECKED BY: JH

APPENDIX C: OPTIONS COST ESTIMATES

OPTION 1A COST ESTIMATE
OPTION 1B COST ESTIMATE
OPTION 2 COST ESTIMATE

Wildwood Hills Feasibility Study
Opinion of Probable Cost
Option 1A

Date: January 9, 2019

Item #	Item Description	Est Quant.	Unit	Unit Price	Total Price
1	Remove Existing Channels (bet. Units 8, 9 & 10)	1	LS	$5,000	$5,000
2	Remove Existing Sidewalk	250	SF	$4	$1,000
3	Remove Asphalt Pavement	1290	SY	$5	$6,449
4	Remove Private Driveways (Units 9, 48 & 49)	1750	SF	$4	$7,000
5	Remove Concrete pavement/pads	5888	SF	$5	$29,440
6	Replace Asphalt Pavement	1290	SY	$50	$64,489
7	Replace Private Driveways (Units 9, 48 & 49)	1150	EA	$10	$11,500
8	Replace Sidewalk	250	SF	$10	$2,500
9	Replace Concrete Pavement/Pads	5888	SF	$10	$58,880
10	ALLOWANCE Remove Unit (#9)	1	EA	$250,000	$250,000
11	Grade to Drain (between Units 8 and 10)	1	LS	$5,000	$5,000
12	Inlet Structure (between units 8 and 10)	1	EA	$15,000	$15,000
13	Earthern Channel (Kit Carson)	1	LS	$10,000	$10,000
14	48-Inch Ultra Flo CMP (Contech)	729	LF	$100	$72,900
15	6'x3' (Width X Height) RCBC (Forterra)	265	LF	$600	$159,000
16	Headwall (6'x3' RCBC) at Outlet	1	EA	$10,000	$10,000
17	Manholes (MAG 521-51" or larger)	3	EA	$9,000	$27,000
18	Transition Structures (cast-in-place)	3	EA	$15,000	$45,000
19	Vertical Water realignment at crossing (6-inch)	3	EA	$5,000	$15,000
20	8" Sanitary Sewer Remove/Replace	185	LF	$65	$12,025
21	Adjust sewer services (Units 48 & 49)	2	EA	$1,000	$2,000
22	New Sewer Cleanouts	4	EA	$700	$2,800
23	Sewer Lift Station	1	EA	$10,000	$10,000
24	Traffic Control	1	LS	$50,000	$50,000
Subtotal					***$871,983***
25	Engineering and Survey (10%)	1	LS	$87,198	$87,198
26	Contingency (20%)	1	LS	$174,397	$174,397
Total					**$1,133,578**

This estimate is based on the preliminary plans for the project dated 1/2/19
This estimate is made on the basis of oour experience and qualifications and represents our best judgement.
ALLOWANCE for removal of Unit 9 is based on an estimated market value of $100,000 plus relocation expenses. No allowance has been made for legal costs
Rock excavation cost (if any) is not included in the estimate. Geotechnical evaluation is recommended for detailed design phase.

Wildwood Hills Feasibility Study
Opinion of Probable Cost
Option 1B

Date: January 9, 2019

Item #	Item Description	Est Quant.	Unit	Unit Price	Total Price
1	Remove Existing Channels (bet. Units 8, 9 & 10)	1	LS	$5,000	$5,000
2	Remove Existing Sidewalk	250	SF	$4	$1,000
3	Remove Asphalt Pavement	1290	SY	$5	$6,449
4	Remove Private Driveways (Units 9, 48 & 49)	1750	SF	$4	$7,000
5	Remove Concrete pavement/pads	5888	SF	$5	$29,440
6	Replace Asphalt Pavement	1290	SY	$50	$64,489
7	Replace Private Driveways (Units 9, 48 & 49)	1150	EA	$10	$11,500
8	Replace Sidewalk	250	SF	$10	$2,500
9	Replace Concrete Pavement/Pads	5888	SF	$10	$58,880
10	ALLOWANCE Remove Unit (#9)	1	EA	$250,000	$250,000
11	Grade to Drain (between Units 8 and 10)	1	LS	$5,000	$5,000
12	Inlet Structure (between units 8 and 10)	1	EA	$15,000	$15,000
13	Earthern Channel (Kit Carson)	1	LS	$10,000	$10,000
14	54-Inch Ultra Flo CMP (Contech)	729	LF	$130	$94,770
15	8'x3' (Width X Height) RCBC (Forterra)	265	LF	$750	$198,750
16	Headwall (8'x3' RCBC) at Outlet	1	EA	$10,000	$10,000
17	Manholes (MAG 521-51" or larger)	3	EA	$9,000	$27,000
18	Transition Structures (cast-in-place)	3	EA	$15,000	$45,000
19	Vertical Water realignment at crossing (6-inch)	3	EA	$5,000	$15,000
20	8" Sanitary Sewer Remove/Replace	185	LF	$65	$12,025
21	Adjust sewer services (Units 48 & 49)	2	EA	$1,000	$2,000
22	New Sewer Cleanouts	4	EA	$700	$2,800
23	Sewer Lift Station	1	EA	$10,000	$10,000
24	Traffic Control	1	LS	$50,000	$50,000
Subtotal					***$933,603***
25	Engineering and Survey (10%)	1	LS	$93,360	$93,360
26	Contingency (20%)	1	LS	$186,721	$186,721
Total					**$1,213,684**

This estimate is based on the preliminary plans for the project dated 1/2/19
This estimate is made on the basis of oour experience and qualifications and represents our best judgement.
ALLOWANCE for removal of Unit 9 is based on an estimated market value of $100,000 plus relocation expenses. No allowance has been made for legal costs
Rock excavation cost (if any) is not included in the estimate. Geotechnical evaluation is recommended for detailed design phase.

Wildwood Hills Feasibility Study
Opinion of Probable Cost

Date: January 9, 2019

Option 2

Item#	Item Description	Est Quant.	Unit	Unit Price	Total Price
1	Remove Existing Channels (bet. Units 8, 9 & 10)	1	LS	$5,000	$5,000
2	Remove Existing Sidewalk	250	SF	$4	$1,000
3	Remove Asphalt Pavement	336	SY	$5	$1,680
4	Remove Concrete pavement/pads	1992	SF	$5	$9,960
5	Replace Asphalt Pavement	336	SY	$50	$16,800
6	Replace Sidewalk	250	SF	$10	$2,500
7	Replace Concrete Pavement/Pads	1992	SF	$10	$19,920
8	ALLOWANCE Remove Unit (#9)	1	EA	$250,000	$250,000
9	Grade to Drain (between Units 8 and 10)	1	LS	$5,000	$5,000
10	Inlet Structure (between units 8 and 10)	1	EA	$15,000	$15,000
11	Earthern Channel (Kit Carson)	1	LS	$10,000	$10,000
12	48-Inch Ultra Flo CMP (Contech)	359	LF	$100	$35,900
13	2 X 36-inch Ultra Flo CMP (Contech)	35	LF	$150	$5,250
14	Concrete Rectangular Channel (5-ft bottom width)	238	LF	$600	$142,800
15	ALLOWANCE disruption to Units 17, 18, 23, 24, 29, 30, 35, and 36	1	LS	$160,000	$160,000
16	6'x3' (Width X Height) RCBC (Forterra)	181	LF	$600	$108,600
17	Headwall (6'x3' RCBC) at Outlet	1	EA	$10,000	$10,000
18	Manholes (MAG 521-51" or larger)	2	EA	$9,000	$18,000
19	Transition Structures (cast-in-place)	3	EA	$15,000	$45,000
20	Vertical Water realignment at crossing (6-inch)	2	EA	$5,000	$10,000
21	8" Sanitary Sewer Remove/Replace	783	LF	$65	$50,895
22	New Sewer Cleanouts	7	EA	$700	$4,900
23	Sewer Lift Station	1	EA	$10,000	$10,000
24	Traffic Control	1	LS	$50,000	$50,000
Subtotal					***$988,205***
25	Engineering and Survey (10%)	1	LS	$98,821	$98,821
26	Contingency (20%)	1	LS	$197,641	$197,641
Total					**$1,284,667**

This estimate is based on the preliminary plans for the project dated 1/2/19
This estimate is made on the basis of oour experience and qualifications and represents our best judgement.
ALLOWANCE for removal of Unit 9 is based on an estimated market value of $100,000 plus relocation. No allowance has been made for legal costs
ALLOWANCE for disruption to other units is based on $20,000 per unit for areas that would be drastically affected. No allowance has been made for legal costs.
Rock excavation cost (if any) is not included in the estimate. Geotechnical evaluation is recommended for detailed design phase.

APPENDIX D: REFRENCE INFORMATION

AS BUILTS FOR WILDWOOD HILLS WATER AND SEWER EXTENSION

WILDWOOD HILLS

WATER & SEWER LINE EXTENSION

GENERAL NOTES

1. Approval of these plans by the City Engineer is for a one year period, subsequent to date of review. If construction work is not started within the one year period, or has been discontinued for any reason for longer than one year, the plans shall be resubmitted for review.

2. Plan review by the City Engineer does not extend to material quantities shown on these plans.

3. A public works permit, issued by the City, is required for all work in City rights-of-way or easements and for construction of any improvements intended to become public property.

4. The City shall be notified 24 hours prior to beginning different phases of construction so that inspectors may be scheduled.

5. All materials and workmanship shall comply with the City of Flagstaff "Design and Construction Standards and Specifications" and the M.A.G. "Uniform Standard Specifications for Public Works Construction" latest revision, with the latest City of Flagstaff Additions and Revisions, and with generally accepted good construction practice. All work and materials which do not conform to the Standards and Specifications are subject to removal and replacement at the Contractor's expense.

6. Any work performed without the knowledge and approval of the City Engineer or his representative, is subject to removal and replacement at the Contractor's expense.

7. The City Engineer or his representative may suspend the work by written notice when, in his judgement, progress is unsatisfactory, work being done is unauthorized or defective, weather conditions are unsuitable, or there is danger to the public health or safety.

8. The City Engineer may order any or all materials used in the work to be tested according to AASHO and ASTM Standards. The Contractor shall, at his expense, supply all samples required for testing.

9. The Contractor shall be responsible for maintenance of the streets and of partically completed portions of the work until final acceptance of the work. Any streets required to be closed for the construction activity shall be reopened within a reasonable time or upon order of the City Engineer. The regulation and control of all traffic shall be as directed by the City Engineer.

10. Approval of a portion of the work in progress does not guarantee its final acceptance. Testing and evaluation may continue until written final acceptance of a complete workable unit. Any defects which appear in the work within one year from the date of acceptance and which are due to improper workmanship or inferior materials supplied shall be corrected by or at the expense of the owner/developer or the Contractor.

11. Acceptance of completed public improvements will not be given until defective or unauthorized work is removed, final clean-up completed.

12. Location of underground utilities before work is begun is to be accomplished in accordance with ARS 40-366.22. Contact BLUE STAKE at 799-5139.

WATER AND SEWER NOTES

1. Rough grading must be completed prior to installation of underground utilities.

2. If backfilling is compacted by water settling, the trench shall be jetted when the pipe has one foot of cover.

3. No trench shall be filled with bedding material or backfilled until the excavation and pipe laying, respectively, have been approved by the City Engineer.

4. A pressure test is required of all water lines, and a hydrostatic or air test is required of all sewer lines. Test are to be conducted after backfilling is complete and compacted.

5. Water and sewer service lines are to be marked as shown on the standard service details.

6. Water line disinfection is to be accomplished as outline in Arizona State Department of Health Engineering Bulletin No. 8.

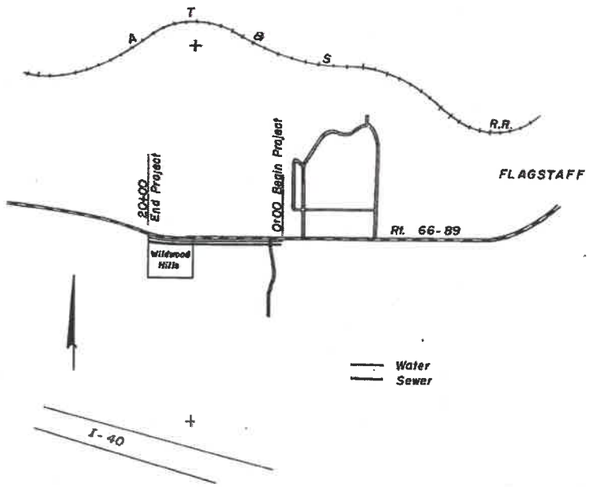
7. Water pipe classifications shall be Class 200 for A.C.P. and Class 150 for ductile iron pipe unless otherwise specified by the City Engineer.

8. All sewer lines will also be television inspected prior to acceptance by the City.

9. When a sewer crosses a water pipe at a point at which the sewer is 2 feet or more below the water pipe, no extra protection is required. At all other crossings the sewer shall be constructed of cast iron with leaded or mechanical joints for a distance of at least 6 feet in each direction from the crossing or, as an alternate, the sewer can be encased in concrete of 6 inches minimum thickness for the same distance.

NOTICE TO CONTRACTORS

1. THE DEPTH AND LOCATION OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES PRIOR TO ANY EXCAVATION TO VERIFY THE EXACT HORIZONTAL AND VERTICAL LOCATION OF THEIR UTILITY.
2. QUANTITIES ARE FOR PRELIMINARY COST ESTIMATING AND SHOULD NOT BE USED AS A BASIS FOR CONTRACTS OR BIDS.
3. A 48 HOUR NOTIFICATION IS REQUIRED PRIOR TO ANY NEED FOR STAKES TO SCHEDULE SURVEY CREWS.
4. A BLASTING PERMIT FOR WORK IN CITY OF FLAGSTAFF AND STATE OF ARIZONA RIGHT-OF-WAY SHALL BE OBTAINED FROM THE CITY OF FLAGSTAFF FIRE DEPARTMENT PRIOR TO COMMENCEMENT OF CONSTRUCTION.
5. TRAFFIC CONTROL IS REQUIRED AND SHALL BE DONE IN CONFORMANCE WITH THE "TRAFFIC CONTROL MANUAL FOR HIGHWAY CONSTRUCTION AND MAINTENANCE", ARIZONA DEPARTMENT OF TRANSPORTATION, LATEST EDITION. TWO-WAY TRAFFIC SHALL BE MAINTAINED AT ALL TIMES ON U.S. HIGHWAYS 66 AND 89.
6. A PUBLIC WORKS PERMIT, ISSUED BY THE ARIZONA DEPARTMENT OF TRANSPORTATION, IS REQUIRED FOR ALL WORK IN THE STATE OF ARIZONA RIGHT-OF-WAY.



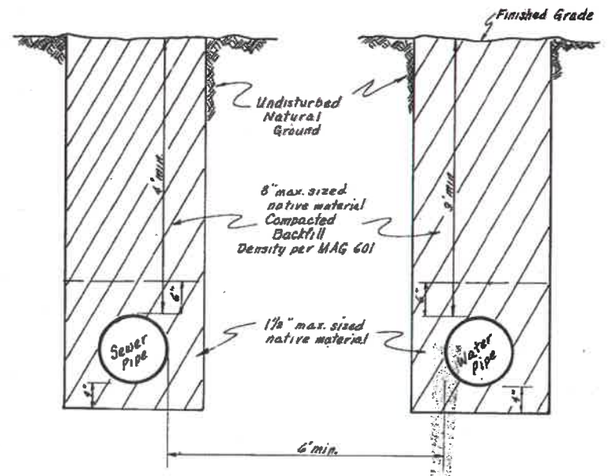
KEY MAP

1" = 1000'

Two working days before you dig, CALL FOR THE BLUE STAKE 779-5139 Blue Stake Center 24hr. Service

APPROXIMATE QUANTITIES

Item	Unit	Quantity	Std Dwg. No.
10" V.C.P. Sewer Pipe	L.F.	2000	
Standard Manhole	Ea.	5	I- 20.10
6" ACP Water Pipe	L.F.	1318	
6" Gate Valve, Box & Cover	Ea.	7	I- 30.10
12" ACP Water Pipe	L.F.	2010	
12" Gate Valve, Box & Cover	Ea.	3	I- 30.10
12"x6" Tee	Ea.	2	I- 30.00
12" 45° Bend	Ea.	3	I- 30.00
Temp. Blow off	Ea.	1	I- 30.11
12"x2" Tap Sleeve & Valve	Ea.	1	MAG-340
Pavement Replacement	S.Y.	65	MAG-200
6" D.I. Pipe	L.F.	30	
6" Fire Hydrant	Ea.	3	I-30.20
Conc. Encasement or DIP		as req	I-10.10
6" 45° Bend	Ea	4	I-30.10
6" 90° Bend	Ea	2	"



APPROVALS

CONCEPT APPROVAL: *The City approves these plans for concept only. This certifies that the Developers Engineer has satisfied the minimum requirements of the City of Flagstaff design standards. All liability for errors or ommissions is the responsibility of the Developers Engineer.*

APPROVED BY Ronald A Sevian for FLAGSTAFF CITY ENGINEER — DATE 11/12/82

FLAGSTAFF CITY UTILITY DIRECTOR — DATE 10-14-82

NOTE: *Contractor must obtain Permit from ADOT prior to any construction in State of Arizona right-of-way.*

APPROVED BY ADOT — DATE 9-15-82

APPROVED BY FILE NO. 820425 ARIZONA DEPT. of HEALTH SERVICE — DATE 10-18-82

PLANS REVIEWED BY	DATE
A.P.S. Thomas W Brink	9/8/82
SO. UNION	
M.T. BELL Bruce Bartlett	9-8-82
WARNER CABLE To-24	9-8-82

AS BUILT

Revised per City 6/15/82
Revised per City 8/11/82
Revised per City 9/8/82
Revised per City 9/7/82
Revised per City 9/20/82

OFFSITE WATER & SEWER

ROCKWELL CONSULTANTS
3006 N. 38th Street Phoenix, Arizona 85018
(602) 957-1839

Job No: 1185/173 Sheet 1 of 3

CP-2468

SUB-95 POCKET-28

Sta 0+00 Exist M.H.

Install 400 L.F. New 10" VCP Sewer. Conn. to exist. stubout

Encase in Conc until 2' min. cover is reached I-10.10

Sta 4+00 M.H. #1 Install Standard M.H. per Std. Dwg. I-20.10

Install 400 L.F. 10" VCP Sewer

Sta. 8+00 M.H. #2 Install Standard M.H. per Std. Dwg. I-20.10

Install 200 L.F. New 10" VCP Sewer

Sta 0+00 Exist 12" Valve

US 66 & 89

Remove 65 S.Y. Pavement Replace in kind - Tee-Top MAG. 200

Install 800 L.F. New 12" ACP Water Line Conn. to Exist. Valve

Sta. 14+18 Install 12 Gate Valve B & C. per I-30.10

MATCH LINE STA. 10+00 Below

B.M. Elev. 6955.16'
Top 3" A.H.D. Brass Cap center of north concrete headwall ± 140' west of Kit Carson Park office.

PLAN — SURVEYED, PLOTTED, DRAWN, CHECKED, R.W. CHECKED, RT. OF WAY CHECKED, NOTE BOOK, NO., BY, DATE

Exist. M.H. Sta 0+00 — Rim 33.18 — Exist. Profile of ℄ Propose Sewer — M.H. #1 Sta 4+00 — Rim 39.50 — 400 L.F. 10" VCP S=0.0034 — Exist. 10" S=0.0040 — 47.29 — 40.89

M.H. #2 Sta 8+00 — Rim 49.20 — 400 L.F. 10" VCP S=0.0329 — 200 L.F. 10" VCP S=0.0510 — 42.05

6962 6958 6954 6950 — 0 2 4 6 8 10 — 6962 6976 6958 6972 6954 6968 6950 6964 — 6976 6972 6968 6964

Install 200 L.F. New 10" VCP Sewer

Sta 12+00 M.H. #3 Install Std. M.H. per Std. Dwg. I-20.10

MATCH LINE STA. 10+00 Above Right

Sta. 13+00 Install 4" Sewer Tap (6' Deep)

Install 780 L.F. 12" ACP Water

Sta 15+55 Install 12"x6" Tee & Thrust Blk per SD I-30.00

Sta 15+90 Install 2" Tap & 2" Water Meter

Sta 15+90 Install 12" Gate Valve, B & C. per I-30.10

Install 190 L.F. New 10" VCP Sewer

Sta 16+00 M.H. #4 Install Std. M.H. per Std. Dwg. I-20.10

Install 380 L.F. 12" ACP Water

Sta 16+00 Install 12"x6" Tee & Thrust Blk. per I-30.00

Install ~~380~~ 320 L.F. New 10" VCP Sewer

Sta 19+90 M.H. #5 Install Std. M.H per S.D. I-20.10

Sta 19+50 Install 12" Gate Valve B & C S.D. I-30.10

Install 50 LF 12" ACP Water

Sta 20+00 Install Temp. Blow-off per SD I-30.11

US 66 & 89

SCALE: Horiz 1" = 40'
Vert. 1" = 4'

Rim 31.50 — 90 LF 10" VCP S=0.0034 — 200 LF 10" VCP S=0.0590 — M.H. #3 Sta 12+00 — 88.94 — 6990 6986 6982 6978 — 6990 6996 6986 6992 6982 6988 6978 6984

Rim 30.60 — 328 LF 10" VCP S=0.0034 — 120 LF 10" VCP S=0.0750 — 120 LF 10" VCP S=0.0175 — 160 LF 10" VCP S=0.0750 — 10" DIP until cover exceeds 4' — 22.90 — M.H. #4 Sta 16+00 — 6996 7008 7008 7016 7004 7012 6988 7000 7000 7008 6984 6996 6996 — 10" Stub Plugged — 7013.80 — M.H. #5 Sta 19+90 — Rim 19.08 — 7016 7012 7008 7004

PROFILE — SURVEYED, PLOTTED, DRAWN, CHECKED, EL. DIA. NOTED, STRUCTURE, NOTATIONS CHKD, NOTE BOOK, NO., BY, DATE

Blue Stake, Inc. CALL FOR THE BLUE STAKES 779-5139 CALL COLLECT

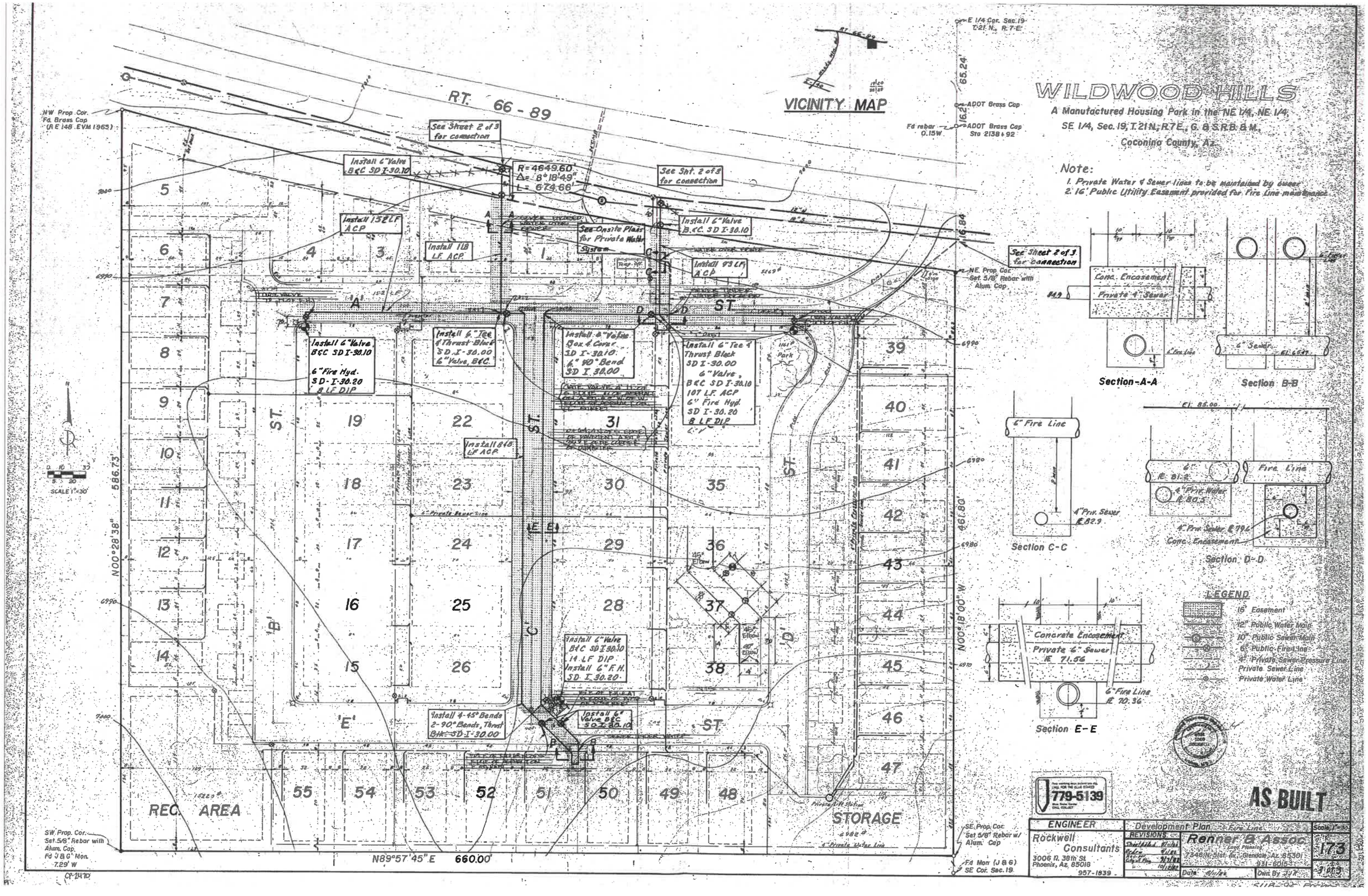
AS BUILT

OFF-SITE WATER & SEWER
ROCKWELL CONSULTANTS
3006 N. 38th Street Phoenix, Arizona 85018
(602) 957-1839
Job No. 1185/173 Sheet 2 of 3
6/15/82

PLATE 2-DOUBLE PLAN AND PROFILE-FULL DOT
HIGHWAY FEDERAL AID SHEET
WITEDYE
PRINTED IN U.S.A.

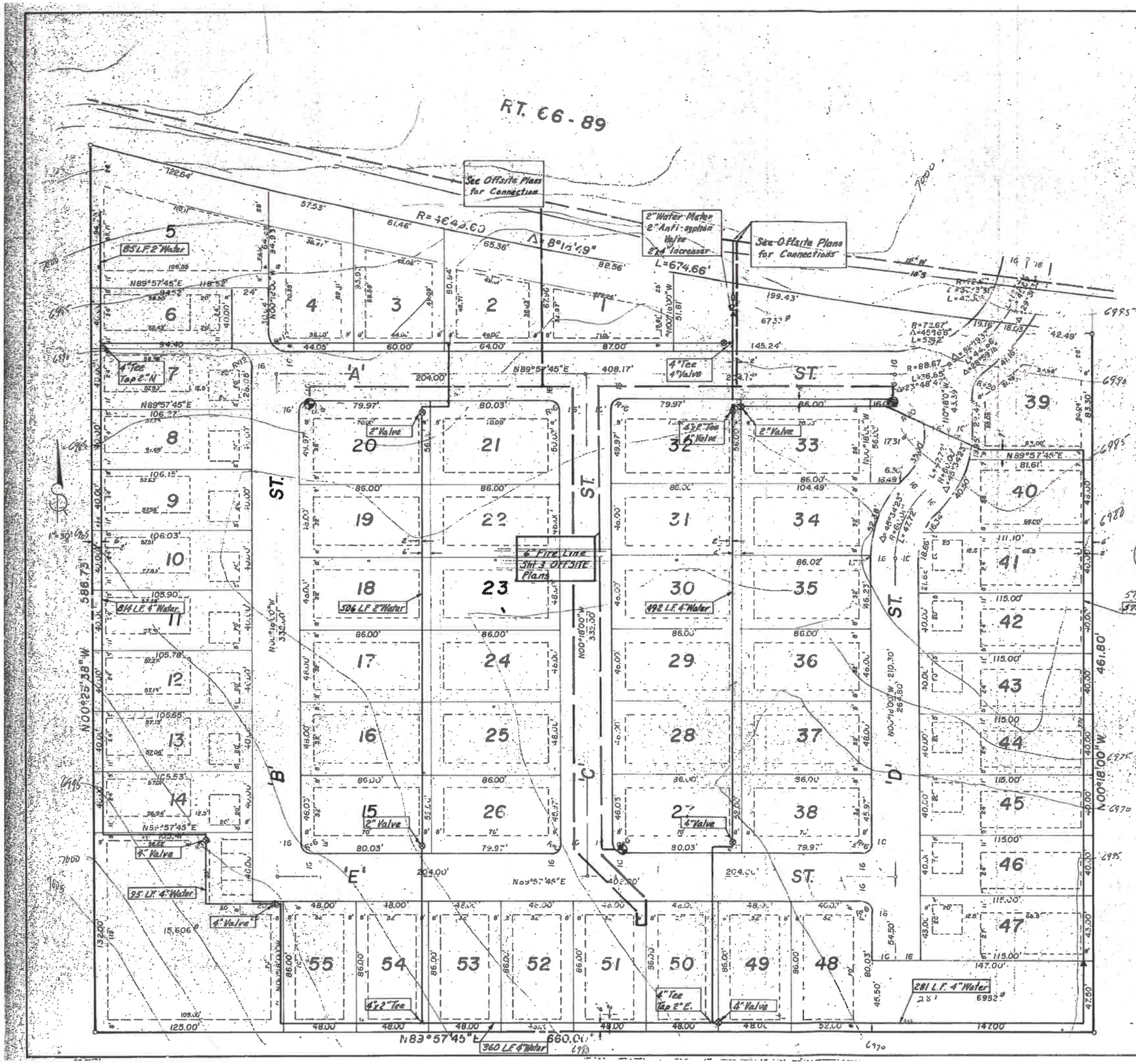
CF-74A

SUB OF SHEET - 78



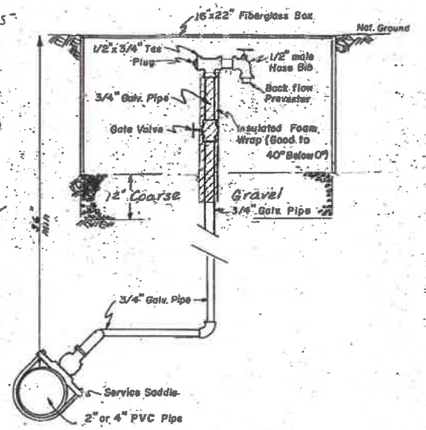
WILDWOOD HILLS
A Manufactured Housing Park in the NE 1/4, NE 1/4, SE 1/4, Sec. 19, T.21N., R.7E., G. & S.R.B. & M., Coconino County, Az.
Note:
1. Private Water & Sewer lines to be maintained by owner
2. 16' Public Utility Easement provided for Fire Line maintenance
VICINITY MAP
RT. 66 - 89
See Sheet 2 of 3 for connection
Install 6" Valve B&C SD I-30.10
R=4649.60'
Δ= 8°18'49"
L= 674.66'
See Sht. 2 of 3 for connection
Install 152 LF ACP
Install 118 LF ACP
See Onsite Plans for Private Water System
Install 6" Valve B.&C. SD I-30.10
Install 93 LF ACP
See Sheet 2 of 3 for connection
Install 6" Valve B&C SD I-30.10
6" Fire Hyd. SD-I-30.20
8 LF DIP
Install 6" Tee & Thrust Block SD I-30.00 6" Valve, B&C
Install 6" Valve Box & Cover SD I-30.10
6" 90° Bend SD I 30.00
Install 6" Tee & Thrust Block SD I-30.00
6" Valve, B&C SD I-30.10
107 LF ACP
6" Fire Hyd. SD I-30.20
8 LF DIP
Install 848 LF ACP
Install 6" Valve B&C SD I-30.10
14 LF DIP
Install 6" F.H. SD I 30.20
Install 4-45° Bends 2-90° Bends, Thrust Blk. SD I-30.00
Install 6" Valve B&C SD I-30.10
REC. AREA
STORAGE
N89°57'45"E 660.00'
N00°28'38" 586.73'
N00°18'00" W 461.80'
SCALE 1"=30'
NW Prop. Cor. Fd. Brass Cap (R.E. 148 EVM 1965)
SW Prop. Cor. Set 5/8" Rebar with Alum. Cap. Fd J&G Mon. 7.29' W
SE Prop. Cor. Set 5/8" Rebar w/ Alum. Cap
Fd Mon (J&G) SE Cor. Sec. 19
E 1/4 Cor. Sec. 19 T.21 N., R.7 E.
ADOT Brass Cap
Fd rebar 0.15W
ADOT Brass Cap Sta 2138+92
NE Prop. Cor. Set 5/8" Rebar with Alum. Cap
Conc. Encasement
Private 4" Sewer
Section-A-A
6" Sewer
Section B-B
6" Fire Line
4" Priv. Sewer
Section C-C
Fire Line
4" Priv. Water
4" Priv. Sewer
Conc. Encasement
Section D-D
Concrete Encasement
Private 6" Sewer
6" Fire Line
Section E-E
LEGEND
16' Easement
12" Public Water Main
10" Public Sewer Main
6" Public Fire Line
4" Private Sewer Pressure Line
Private Sewer Line
Private Water Line
779-5139
AS BUILT
ENGINEER
Rockwell Consultants
3006 N. 38th St
Phoenix, Az. 85018
957-1839
Development Plan
Renner & Assoc.
Land Planning
7346 N. 51st Av., Glendale, Az. 85301
931-6015
Scale 1"=30'
173

WILDWOOD HILLS

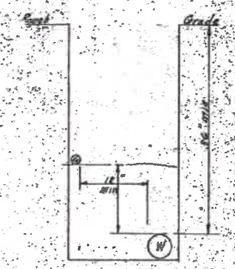


NOTES:

1. Water lines to have a minimum of 36" of cover over top of barrel.
2. Water and Sewer line separation to conform to Std. Dwg. I-10.10
3. Fire Hydrant installation per Std. Dwg. I-30.20
4. Install 6" ACP Fire Main per City of Flagstaff Standards and Specifications Std. Dwg. I-30.00
5. 2" and 4" water lines are to be privately maintained by property owner.



RISER DETAIL



TRENCH B

LEGEND

- Fire Hydrant & Valve
- Valve
- Water Meter
- Anti-siphon Valve

APPROXIMATE QUANTITIES

4" Water Line PVC	2052 L.F.
4" Tee	2 Ea.
4"x2" Tee	3 Ea.
4" Valve	6 Ea.
2" Water Meter	1 Ea.
2" Anti syphon Valve	1 Ea.
2" Water Line PVC	1159 L.F.
2" Valve	3 Ea.
Service Taps PVC	56 Ea.

AS BUILT

Revised Fire Line 10/12/82
Moved Fire Line 9/2/82
Revised Per City 8/11/82
Revised Per City 6/28/82
5/25/82

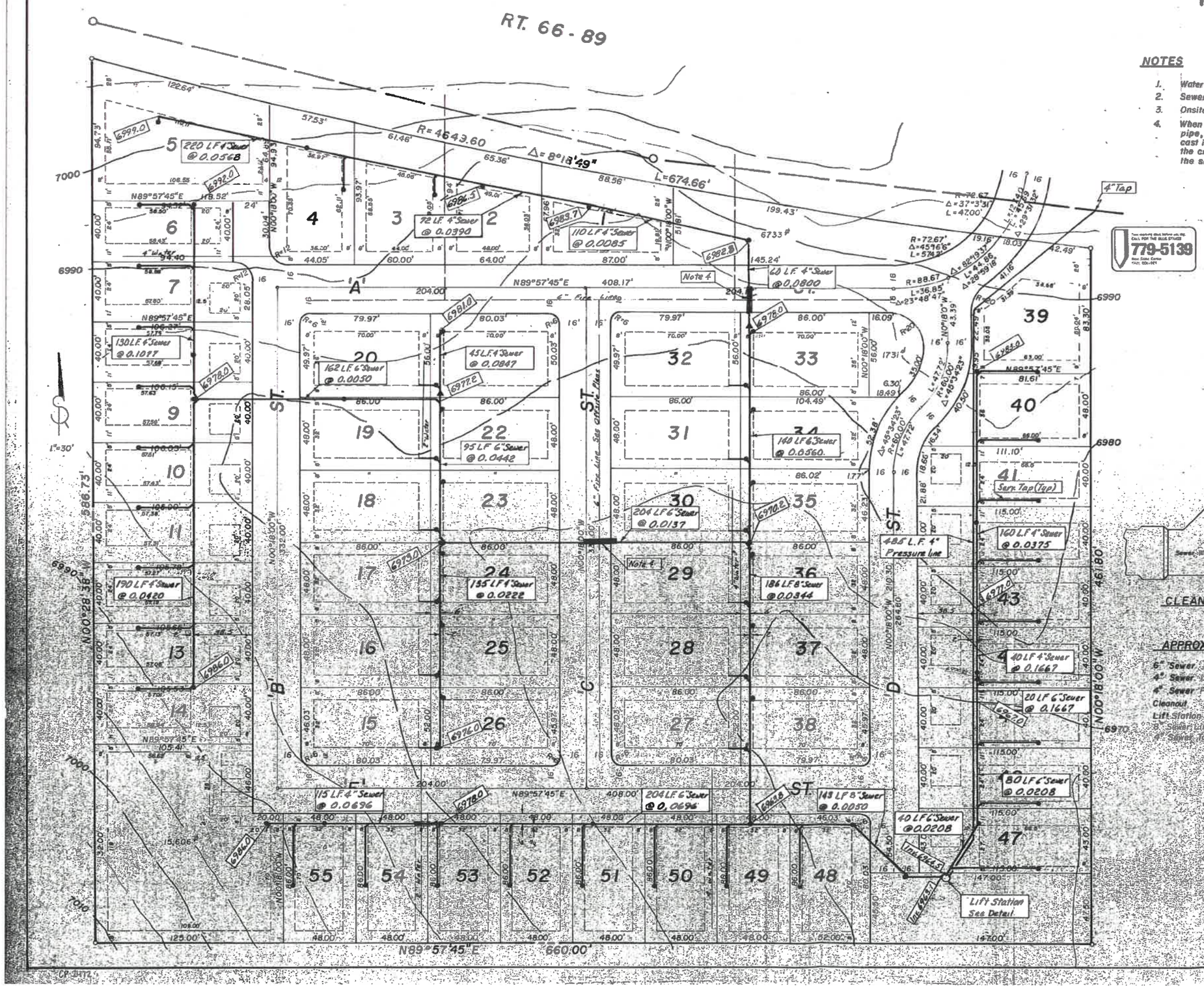
779-5139

ONSITE WATER

ROCKWELL CONSULTANTS
3006 N. 38th Street Phoenix, Arizona 85018
(602) 957-1839

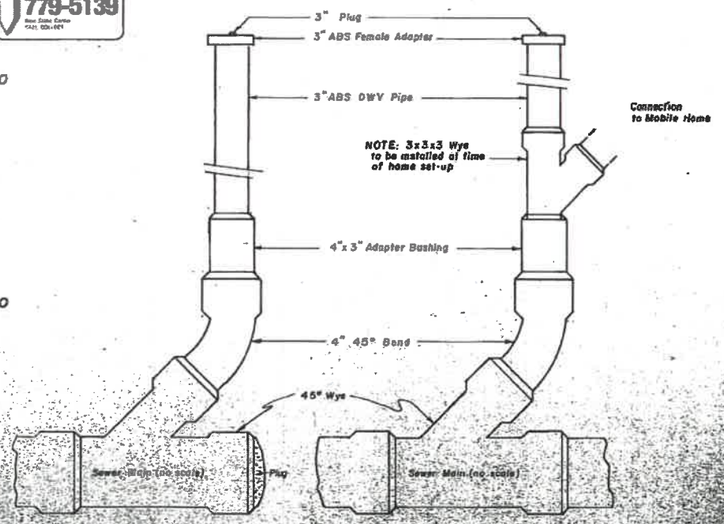
Job No. 1185/173 Sheet 1 of 1

WILDWOOD HILLS



NOTES

1. Water and Sewer line separation shall conform to Std. Dwg. I-10.10
2. Sewer line installation shall conform to the latest U.P.C.
3. Onsite private sewer lines to be maintained by property owner.
4. When a sewer crosses a water pipe at a point at which the sewer is 2' or more below the water pipe, no extra protection is required. At all other crossings the sewer shall be constructed of cast iron with leaded or mechanical joints for a distance of at least 6' in each direction from the crossing or, as an alternate, the sewer can be encased in concrete of 6" min. thickness for the same distance.



CLEANOUT

SEWER CONNECTION

APPROXIMATE QUANTITIES

6" Sewer Line	945 L.F.
4" Sewer Line	1277 L.F.
4" Sewer Pressure	485 L.F.
Cleanout	75 Ea.
Lift Station	1 Ea.
8" Sewer Line	329 L.F.
4" Sewer Tap to City Main	1 Ea.

LEGEND

- Cleanout
- Reducer
- 6992.0 Propose invert elevation
- Exist. Contours
- Proposed Onsite Sewer
- Proposed Offsite Sewer
- Cond. Encasement or D.I.P.

AS BUILT

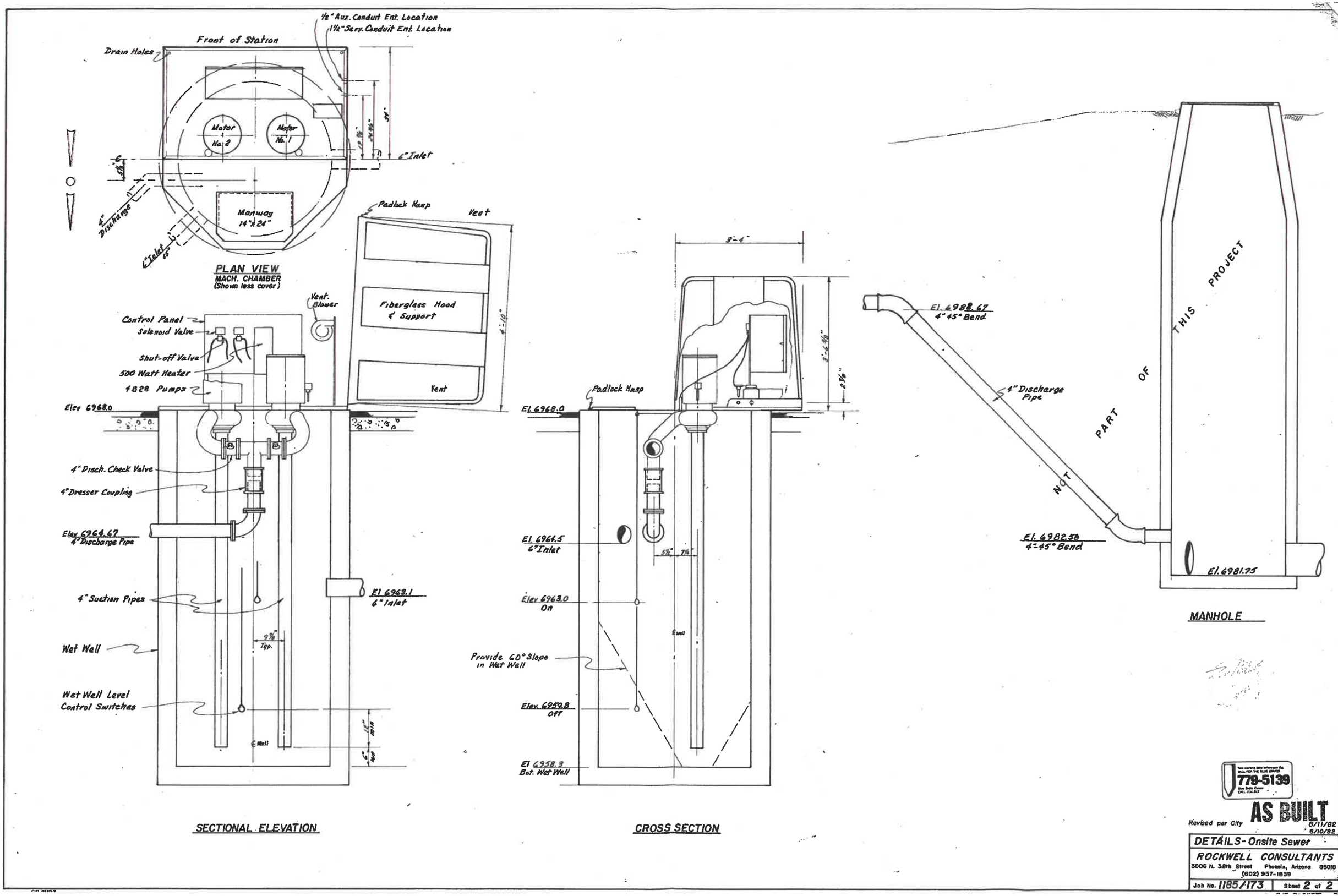
Add Fire Line
Revised per City
Revised per City

ONSITE SEWER

ROCKWELL CONSULTANTS
3006 N. 38th Street · Phoenix, Arizona 85018
(602) 957-1839

Job No. 1185 / 1787 | Sheet 1 of 2

SUB-SEC POCKET



1/2" Aux. Conduit Ent. Location
1 1/2" Serv. Conduit Ent. Location
Front of Station
Drain Holes
Motor No. 2
Motor No. 1
6" Inlet
4" Discharge
6" Inlet
Manway 14" x 24"
PLAN VIEW
MACH. CHAMBER
(Shown less cover)
Padlock Hasp
Vent
Fiberglass Hood & Support
Vent
4'-10"
Vent. Blower
Control Panel
Solenoid Valve
Shut-off Valve
500 Watt Heater
4 B28 Pumps
Elev 6968.0
4" Disch. Check Valve
4" Dresser Coupling
Elev 6964.67
4" Discharge Pipe
4" Suction Pipes
El 6963.1
6" Inlet
Wet Well
Wet Well Level Control Switches
℄ Well
SECTIONAL ELEVATION
3'-4"
Padlock Hasp
El. 6968.0
El. 6964.5
6" Inlet
Elev 6963.0
On
Provide 60° Slope in Wet Well
Elev. 6959.8
Off
El 6958.3
Bot. Wet Well
CROSS SECTION
El. 6988.67
4" 45° Bend
4" Discharge Pipe
NOT PART OF THIS PROJECT
El. 6982.58
4" 45° Bend
El. 6981.75
MANHOLE
779-5139
AS BUILT
Revised per City
8/11/82
6/10/82
DETAILS - Onsite Sewer
ROCKWELL CONSULTANTS
3006 N. 38th Street Phoenix, Arizona. 85018
(602) 957-1839
Job No. 1185/173
Sheet 2 of 2

RESOLUTION NO. 2019-30

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING A POND AGREEMENT WITH WANDERLAND FLAGSTAFF, LLC, TO PROVIDE FOR ACQUISITION OF A STORM WATER DETENTION EASEMENT ON CERTAIN REAL PROPERTY LOCATED ALONG WEST ROUTE 66, CONSTRUCTION OF A POND FOR RECREATIONAL AND STORM WATER DETENTION USE, AND MAINTENANCE OF THE POND; PROVIDING FOR RECORDING, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff and Wanderland Flagstaff, LLC desire to enter into the Pond Agreement attached hereto;

ENACTMENTS:

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

SECTION 1. In General.

The Pond Agreement, attached hereto and including any revisions directed by Council and reflected in the minutes of the Council Meeting dated below is approved, and the Mayor is hereby authorized and directed to execute the agreement.

SECTION 2. Recording.

The City Clerk will record a copy of this resolution along with an executed copy of the Pond Agreement, with the Coconino County Recorder within ten (10) days after the effective date of the agreement.

SECTION 3. Effective Date.

This resolution shall become effective thirty (30) days after adoption.

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

Attachment: Pond Agreement

S:\Legal\Civil Matters\2016\2016-606 Wildwood Flooding Issues\Res 2019-30 Pond Agreement 6-5-19.docx

7. A.

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Brad Hill, Water Services Director

Co-Submitter: Chris Kirkendall

Date: 06/14/2017

Meeting Date: 06/20/2017

TITLE:

Wildwood Hills Flooding: A collaborative approach to a solution.

RECOMMENDED ACTION:

None. Staff seeking direction from City Council.

Executive Summary:

Wildwood Hills Mobile Home Park (Wildwood Hills) is located on the south-side of west Route 66 before Woody Mountain Road. Wildwood Hills has experienced flooding within its mobile home park for the past several decades since it receives stormwater flows from several different upstream areas and their on-site drainage infrastructure is undersized to handle high flows. On August 3, 2016, the general area around Wildwood Hills experienced a 100-year storm event with an estimated rainfall amount of 2 inches in 45 minutes. This storm event produced a high flow rate of approximately 200 cubic feet per second (CFS) resulting in serious flooding.

The goal of this collaborative effort between the City and Vintage Partners is to help mitigate upstream flows entering Wildwood Hills. The City is recommending to construct a new 4.97 acre foot detention basin upstream of the mobile home park on property soon to be owned by Vintage Partners in order to reduce the 100-year flow rate. This proposal will reduce flows entering Wildwood Hills by approximately 60% (i.e., ~200 CFS to 78 CFS). The proposed detention basin will provide 10 feet of water storage capacity and a permanent pool depth of 4 feet.

Vintage Partners is proposing to either donate to the City or provide an easement over a portion of their property where the detention basin is to be constructed. This will allow for the public to access the detention basin pond as a public amenity.

Financial Impact:

City staff is currently putting together a funding plan for Council's consideration at a future date. The Engineer's Estimate to complete final design and construct the detention basin is $306,000.

Policy Impact:

None.

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

Goal WR.5. Stormwater and Watershed Management: Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Previous Council Decision on This:

none

Attachments: WildwoodHills_Solution

Wildwood Hills Flooding

a collaborative approach to finding a solution



VINTAGE PARTNERS

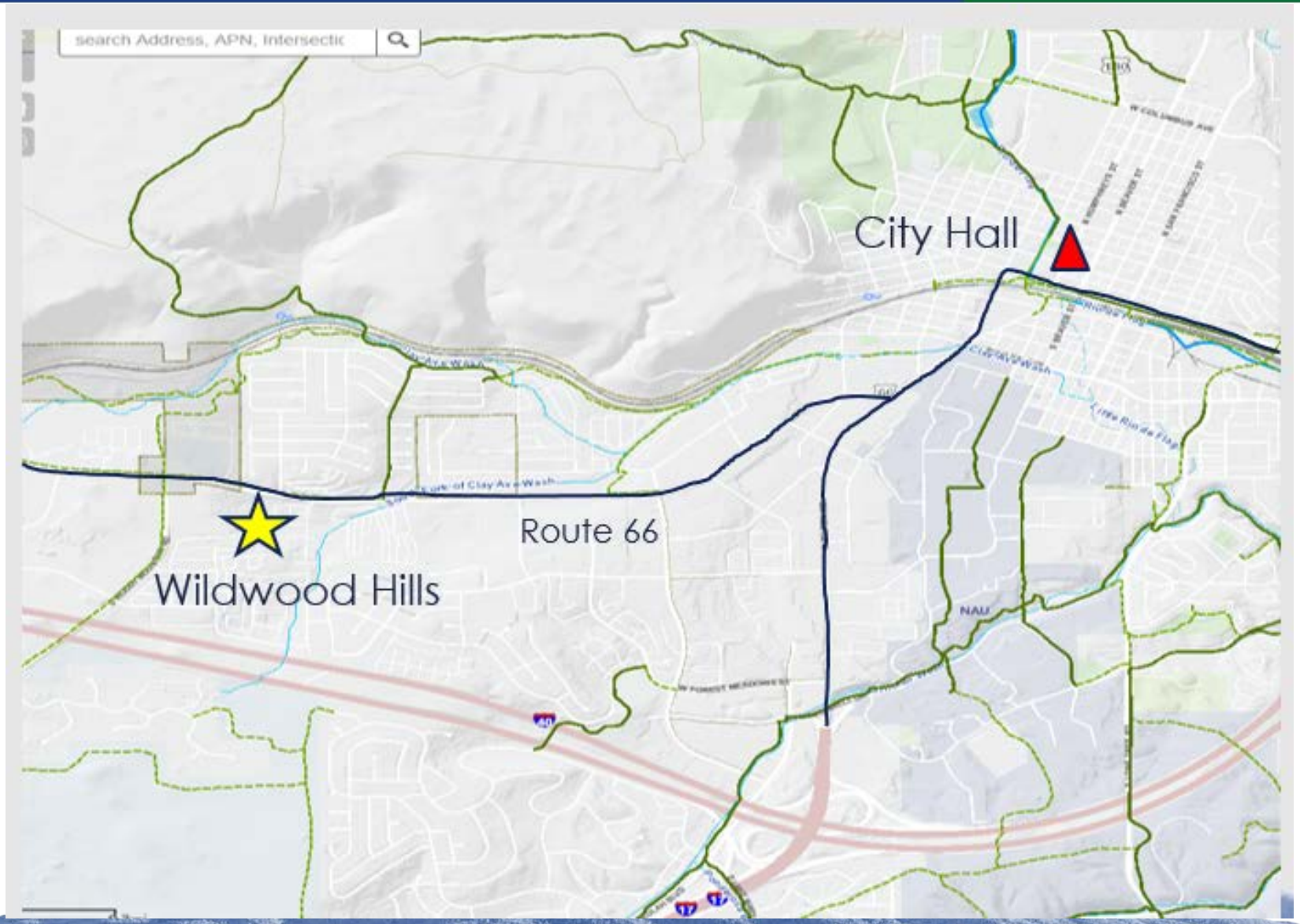
Wildwood Hills Flooding

- Location: south of west Route 66, before Woody Mtn Road
- Historically experienced periodic flooding for the past several decades. Many trailers are constructed within low areas
  1 significant storm event in 2016
- Public – Private partnership solution (City & Vintage Partners)
- Creation of a Detention Pond upstream of the subdivision - Reduce flows by ~60% / Public amenity w/FUTS access, etc.
- 2-part Presentation tonight: Utilities/Stormwater and Vintage Partners

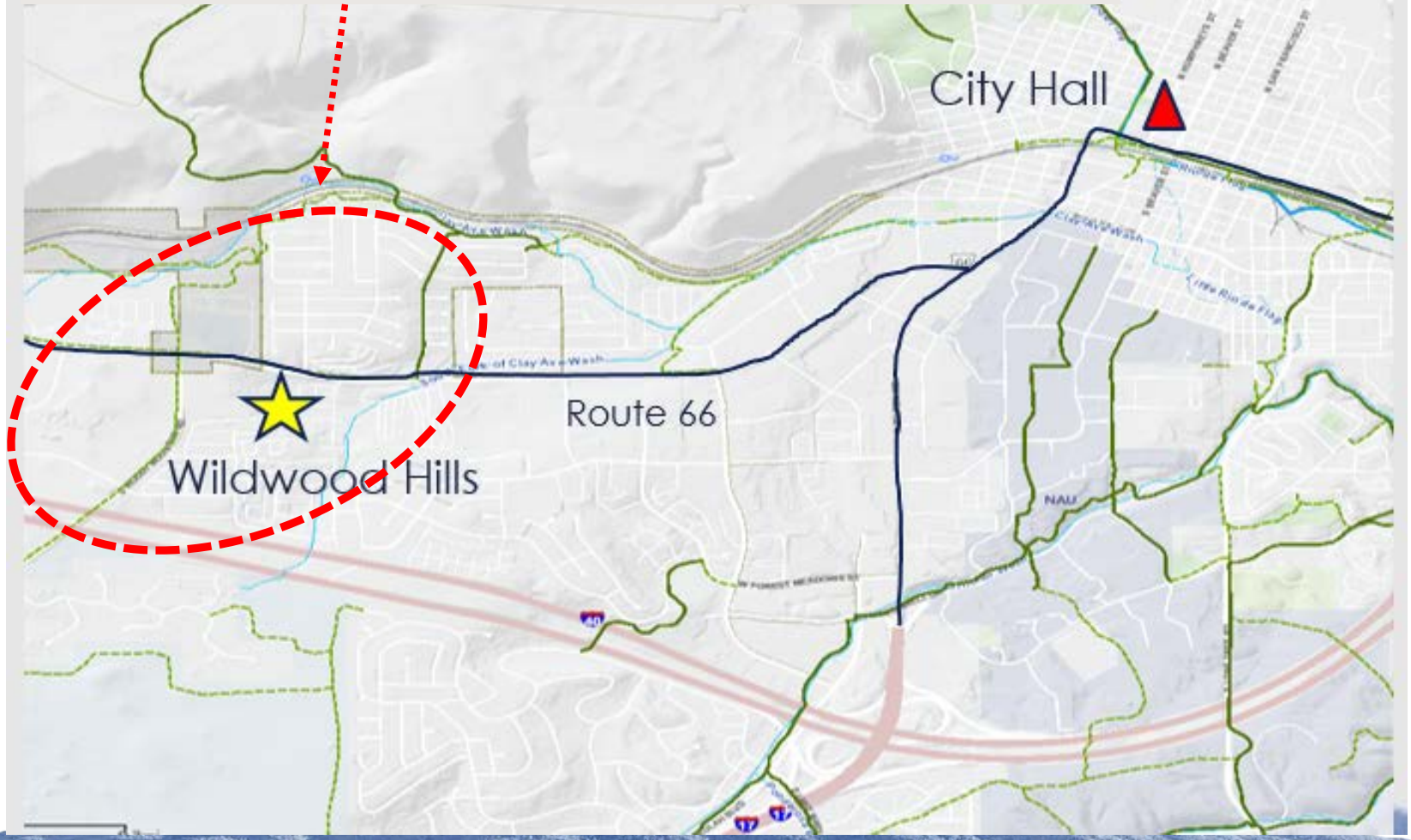
VINTAGE PARTNERS

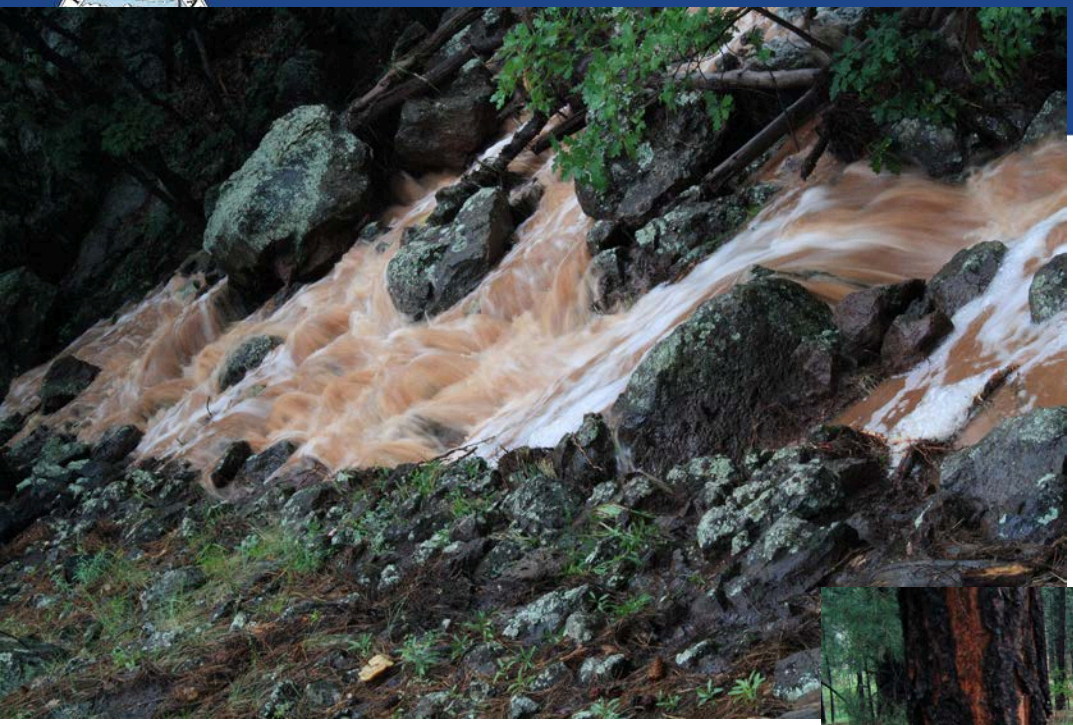
TEAM FLAGSTAFF

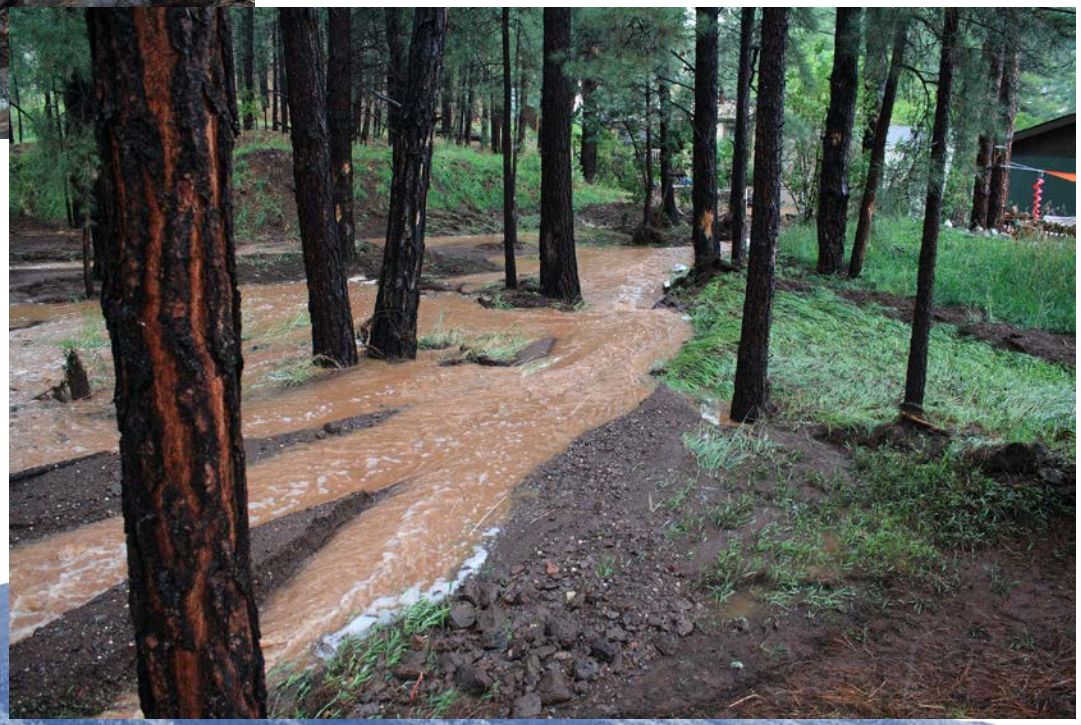
WE MAKE THE CITY BETTER



NOAA Bellemont : 2” in 45 minutes
100 Year Storm Event August 3rd 2016



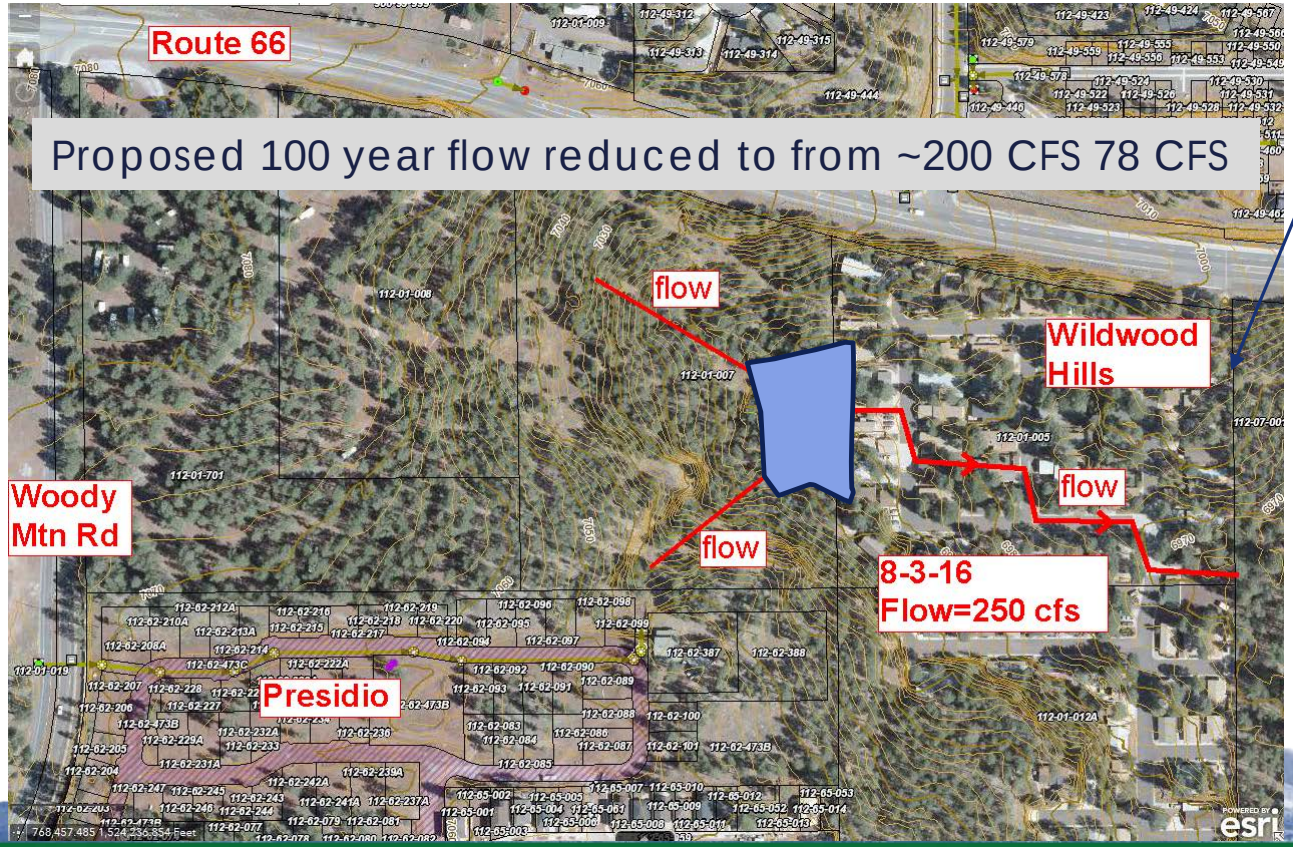




Proposed Drainage Detention Pond Structure

Vintage Property

Wildwood Hills Subdivision



~60% reduction in flow entering Wildwood Hills

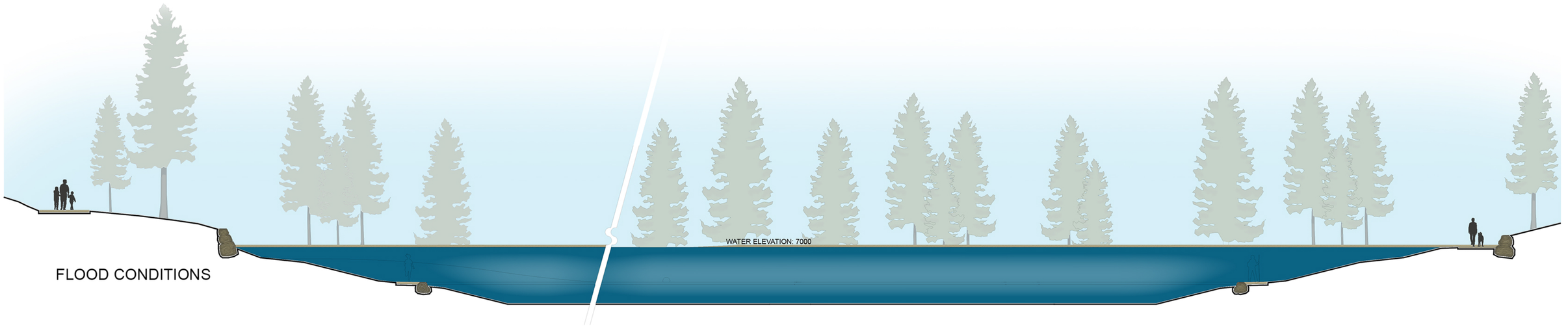
Proposed Funding

- Project is a Stormwater Fund expenditure
- Appropriation will be transferred if needed
  - Water Fund Contingency ($1M)
- Stormwater Sources
  - Fund Balance capacity
  - FY 2019 CIP program plan
- In order to maintain a Minimum Fund Balance
  - Possible Revenue Transfer in FY 2018 from Water Fund
  - Stormwater Fund transfers back in FY 2019

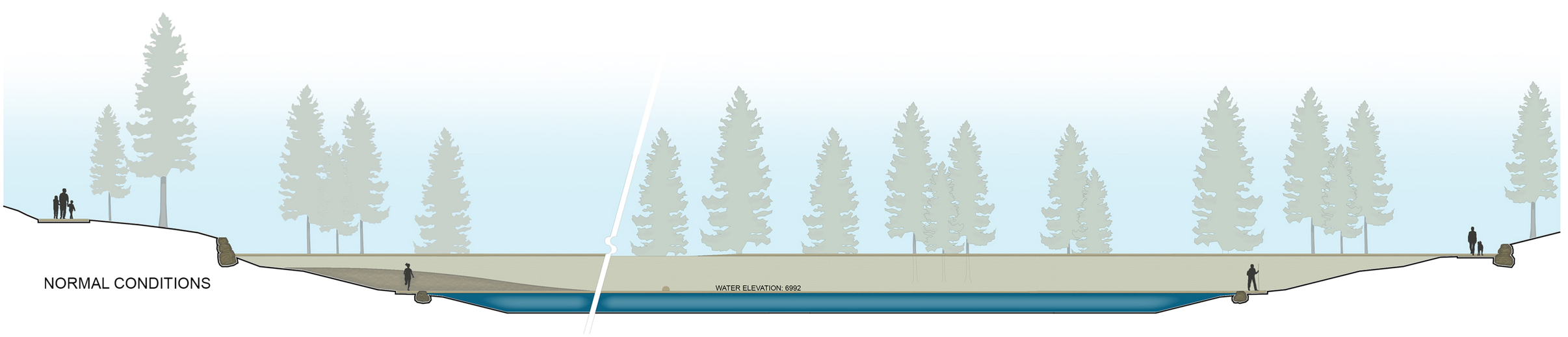
Walter's part of the presentation

VINTAGE

PARTNERS



FLOOD CONDITIONS



NORMAL CONDITIONS

0 5' 10' 20'

SCALE: 1"-10'

TIMBER SKY CAMPGROUND

WOODSON ENGINEERING & SURVEYING

VINTAGE PARTNERS

NORRIS DESIGN
Planning | Landscape Architecture | Branding





TIMBER SKY CAMPGROUND

WOODSON ENGINEERING & SURVEYING

VINTAGE PARTNERS

NORRIS DESIGN
Planning | Landscape Architecture | Branding

WOODY MOUNTAIN CAMPGROUND
CONCEPT PLAN

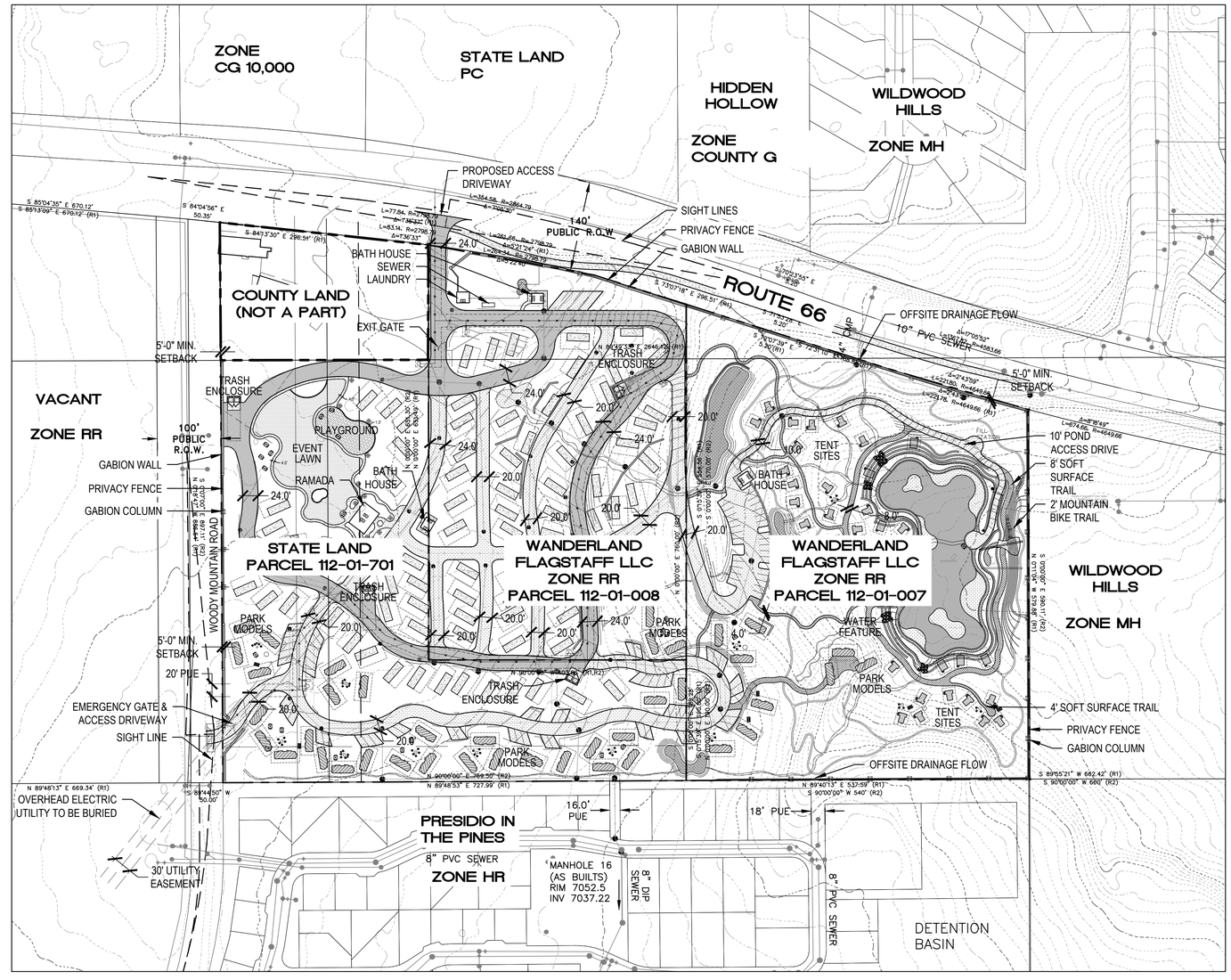
A PROPOSED IMPROVEMENT IN M&B IN SWSESWNE SWSWNWNESE NENWSE (STATE LAND).

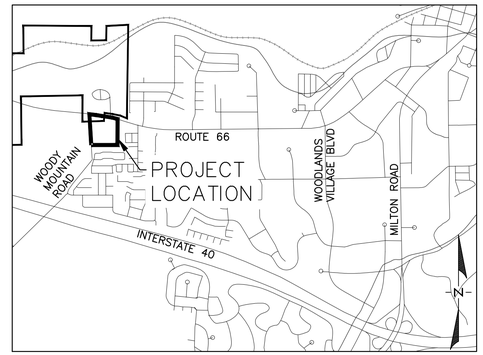
A PROPOSED IMPROVEMENT IN THE NE Quarter: SE Section: 19 Township: 21N Range: 07E PT OF E2 E2 BEG AT SE COR OF N2 NE4 SE4 TH W ALNG S LINE OF N2 NE4 SE4 660' TO SE COR OF NW4 NE4 SE4BEING TRUE POB T H CONT ALNG S LINE OFN2 NE4 SE4 540' TO PT ON LINE PAR TO & 1200 ' W OF E LINE OF SEC 19 TH N ALNGSD PAR LINE 760' TO PT ON S R/W LINE OF HWY66 TH SELY ALNG R/W LINE 559.1' TO PT OF INTERSEC W ITH E LINE OF NW4NE4 SE4 TH S ALNG E LINE OF NW4 NE4 SE4 591' TO TRUE POB Sixteenth: SE Quarter: NE Section: 19 Township: 21N Range: 07E.

A PROPOSED IMPROVEMENT IN THE SE Section: 19 Township: 21N Range: 07E PT OF E2 BEG AT SE COR OF N2 N2 SE4 TH W ALNG S LINE OF N2 N2 SE4 1200' TH N PAR TO E LINE OF SEC 19 190' TO TRUE POB TH W 403.86' TH N 651.30' TO S R/W LINE OF HWY 66 TH SELY A LNG R/W LINE 413.83' TO PT OF INTERSEC WITH LINE PAR TO & 1200 ' W FROME E LINE SEC 19 TH S ALNG SD PAR LINE 570' TO TRUE POB Sixteenth: NE Quarter: SE Section: 19 Township: 21N Range: 07E Sixteenth: SW Quarter: NE Section: 19 Township: 21N Range: 07E Sixteenth: SE Quarter: NE Section: 19 Township: 21N Range: 07E.

LEGEND

- EXISTING PROPERTY LINE
- EXISTING ROAD CENTERLINE
- EXISTING EASEMENT
- EXISTING GIS MAJOR CONTOUR
- EXISTING GIS MINOR CONTOUR
- EXISTING FLOWLINE
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING STORM DRAIN
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING CABLE TV LINE
- EXISTING TELEPHONE LINE
- EXISTING FIBER OPTIC LINE
- EXISTING CHAIN LINK FENCE
- PROPOSED PROPERTY LINE
- PROPOSED FLOWLINE
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED STORM DRAIN
- PROPOSED ASPHALT
- PROPOSED PERVIOUS ROAD
- PROPOSED SYNTHETIC TURF
- PROPOSED PLAYGROUND SURFACING
- PROPOSED SOFT SURFACE TRAIL
- PROPOSED SINGLE TRACK MOUNTAIN BIKE TRAIL
- PROPOSED SWALE
- PROPOSED WATER METER
- PROPOSED FIRE HYDRANT





VICINITY MAP
NOT TO SCALE

NOTES

PROJECT NAME:	WOODY MOUNTAIN CAMPGROUND (WANDERLAND)
PROJECT NUMBER:	PZ-18-00210
SITE ADDRESS:	2727 W ROUTE 66
APN	112-01-701 (STATE LAND) 112-01-008 112-01-007
PROPERTY SIZE:	20.53 ACRES (DOES NOT INCLUDE COUNTY LAND)
EXISTING ZONING:	RURAL RESIDENTIAL
EXISTING LAND USE:	CAMPGROUND
PROPOSED LAND USE:	CAMPGROUND

FLOOD ZONE NOTE

THIS PARCEL LIES WITHIN FLOOD ZONE X (AREAS OF MINIMAL FLOODING).

FOR FLOOD ZONE DESIGNATIONS OF THIS PROJECT SITE, SEE CITY OF FLAGSTAFF FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 4005C-6804G, 4005C-6808G, 4005C-6812G, AND 4005C-6816G DATED SEPTEMBER 3, 2010, PANEL 6828 OF 8475 OF COCONINO COUNTY, ARIZONA BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

CONCEPT APPROVAL

THE CITY OF FLAGSTAFF APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS OR OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

DEVELOPER
WANDERLAND FLAGSTAFF LLC
2502 E. CAMELBACK RD NO 214
PHOENIX, AZ 85016

ENGINEER
WOODSON ENGINEERING AND SURVEYING.
124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
(928) 774-4636

LANDSCAPE ARCHITECT
NORRIS DESIGN
6 E. ASPEN AVENUE
FLAGSTAFF, AZ 86001
(928) 233-3021

PREPARED BY:
NORRIS DESIGN
6 E. ASPEN AVENUE
FLAGSTAFF, AZ 86001
(928) 233-3021

NORTH

0 50' 100' 200'
SCALE: 1"=100'
CONTOUR INTERVAL: 2'
CITY OF FLAGSTAFF GIS CONTOURS

SHEET INDEX

1 OVERALL PLAN
2 EXISTING CONDITIONS PLAN
3 SITE PLAN
4 PHASE 1 PLAN
5 CALCULATIONS & DETAILS
6 DETAILS
7 DETAILS
8 PRELIMINARY UTILITY PLAN
9 DRAINAGE PLAN
10 GRADING PLAN
11 GRADING PLAN

CHECKED BY: AH
DRAWN BY: JT

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P 928.233.3021
www.norris-design.com

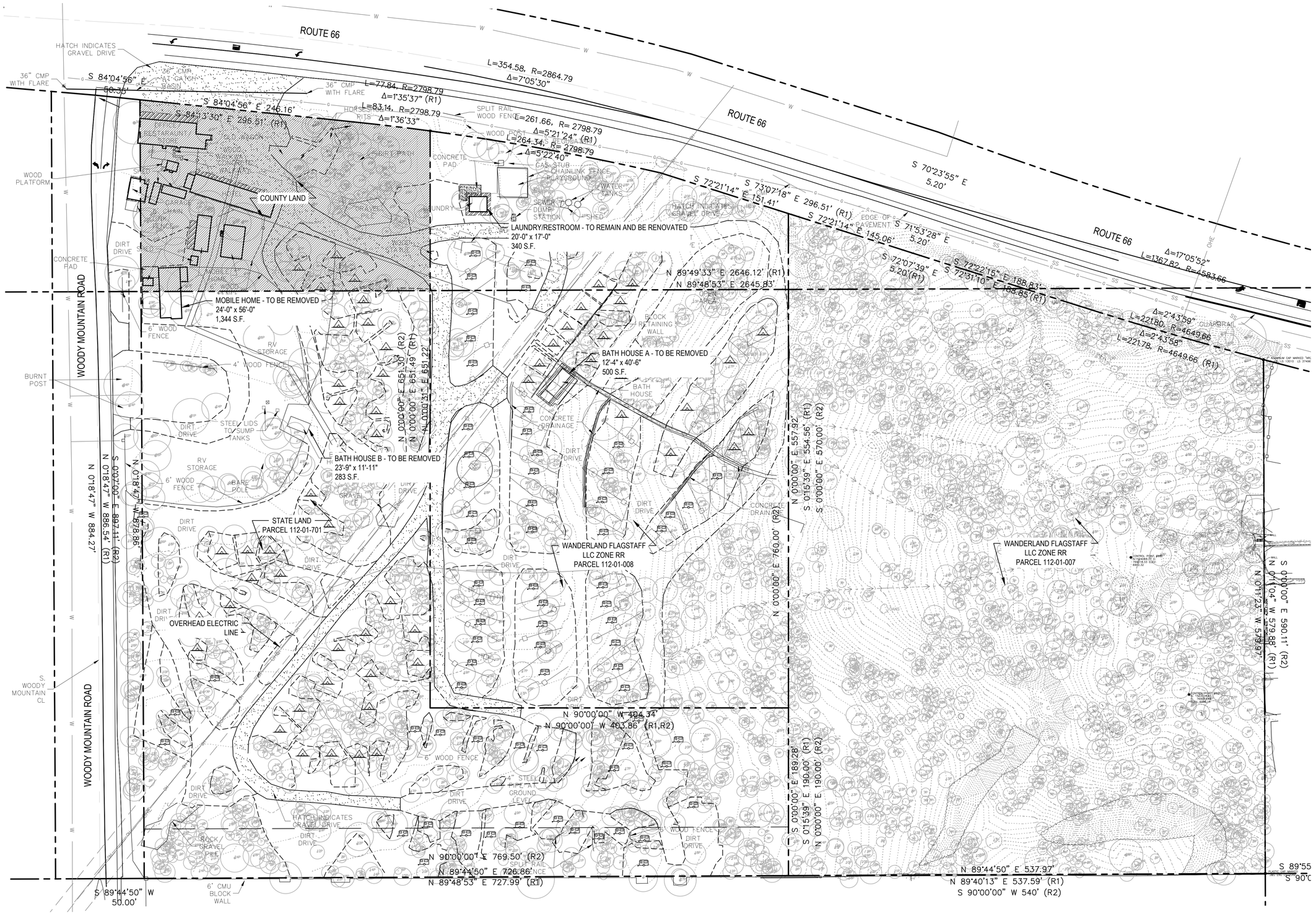
WOODY MOUNTAIN CAMPGROUND
2727 W. HISTORIC RTE 66
FLAGSTAFF, AZ

OWNER:
VINTAGE PARTNERS
WALTER CRUTCHFIELD
2502 E. CAMELBACK RD SUITE 214
PHOENIX, AZ 85016
602.459.9929

NOT FOR CONSTRUCTION

DATE:
10/16/18 CONCEPT PLAN
12/13/18 CONCEPT PLAN
02/05/19 SITE PLAN

SHEET TITLE:
OVERALL PLAN



NORTH

0 25' 50' 100'

SCALE: 1"=50'

CHECKED BY: AH
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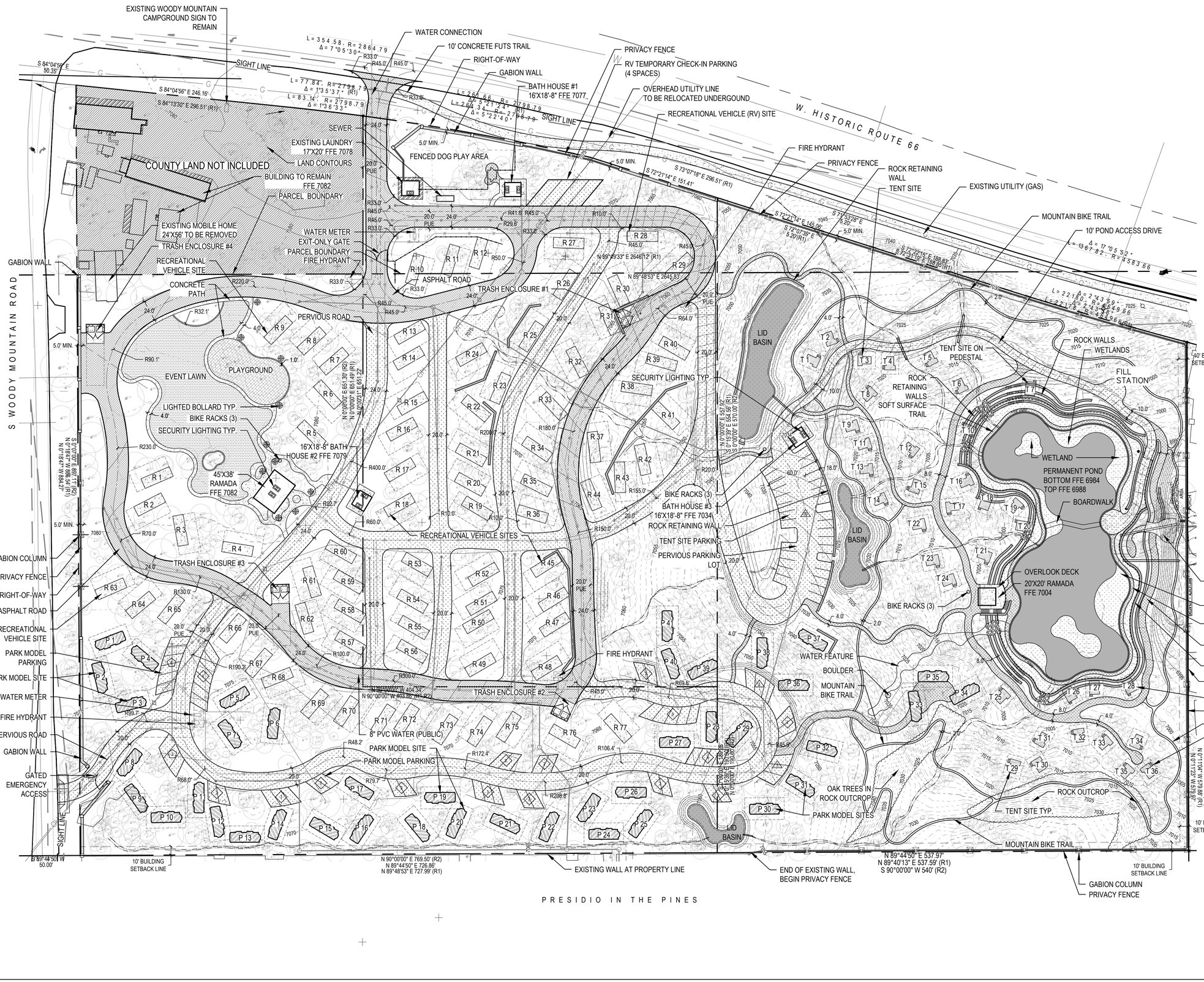
EXISTING CONDITIONS PLAN



LEGEND

- CONCRETE
- PERVIOUS ROAD - ABC/GRAVEL SURFACING
- SOFT SURFACE PAVING - DECOMPOSED GRANITE
- ASPHALT ROAD
- ARTIFICAL TURF
- PLAYGROUND NATURAL WOOD FIBER MULCH SURFACING
- PERMANENT POND
- LID BASIN SEEDED WITH NATIVE GRASS
- NATIVE SEED
- 6' PRIVACY FENCE W/ GABION COLLUMNS
- 6' GABION WALL
- MALAPAI ROCK RETAINING WALL
- STORMWATER CONVEYANCE SYSTEM ROCKED SWALE
- FLOOD STAGE LINE ELEVATION: 6996
- LIGHTED BOLLARD 1800 LUMENS
- SECURITY LIGHT 1800 LUMENS
- R 00 RECREATIONAL VEHICLE (RV) SITE
- P 00 PARK MODEL SITE
- T 00 TENT SITE
- PARK MODEL PARKING
- TENT SITE PARKING
- ADDITIONAL OVERFLOW PARKING

NOTE:
THIS PLAN IS PRELIMINARY ONLY. ALL ITEMS ARE SUBJECT TO CHANGE.

PRESIDIO IN THE PINES

CHECKED BY: AH
DRAWN BY: JT

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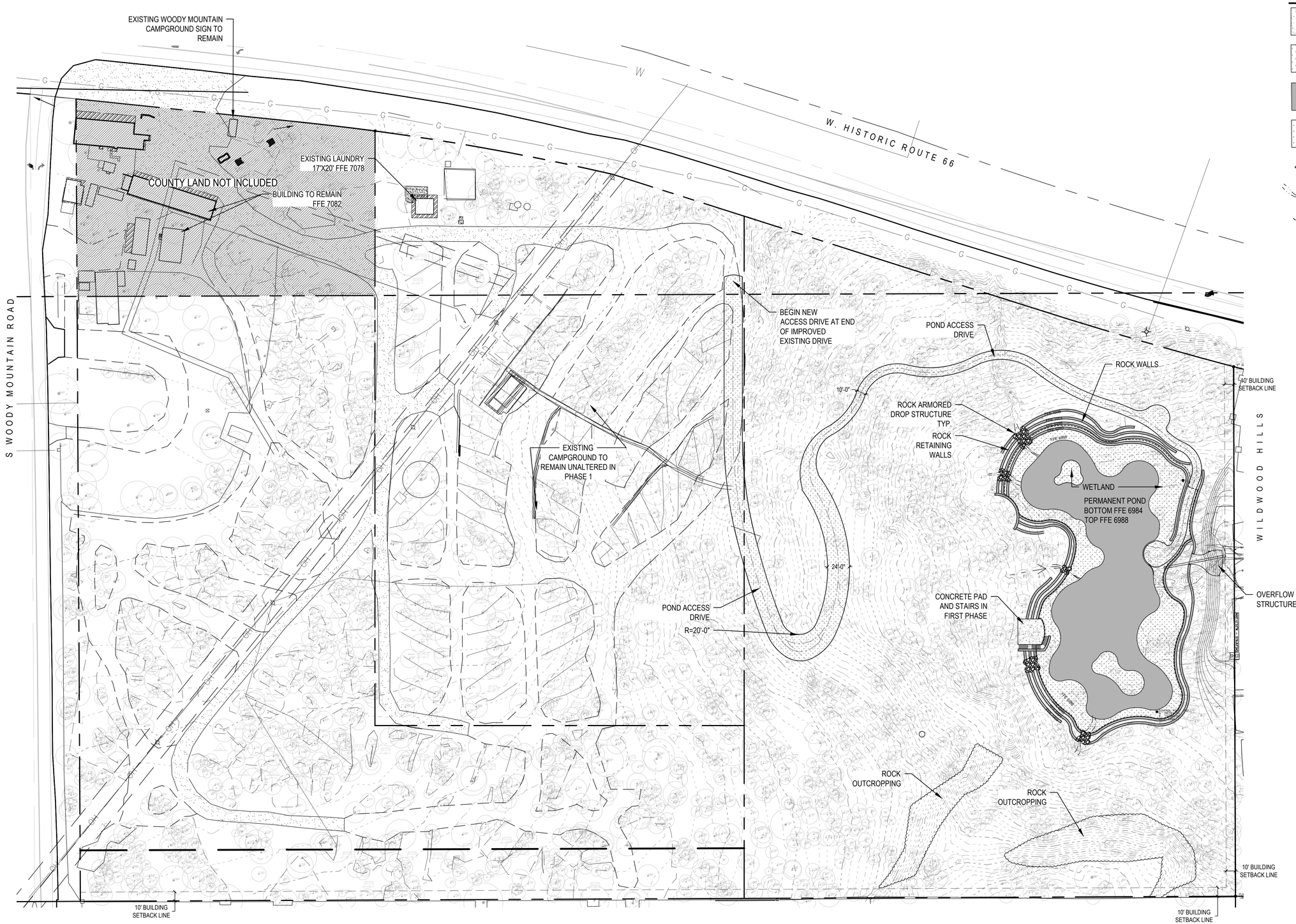

PRESIDIO IN THE PINES

CHECKED BY: AH
DRAWN BY: JT

LEGEND

- CONCRETE
- PERVIOUS ROAD - ABC/GRAVEL SURFACING
- PERMANENT POND
- NATIVE SEED
- MALAPAI ROCK RETAINING WALL
- STORMWATER CONVEYANCE SYSTEM ROCKED SWALE
- FLOOD STAGE LINE ELEVATION: 6996

NORTH

SCALE: 1"=50'

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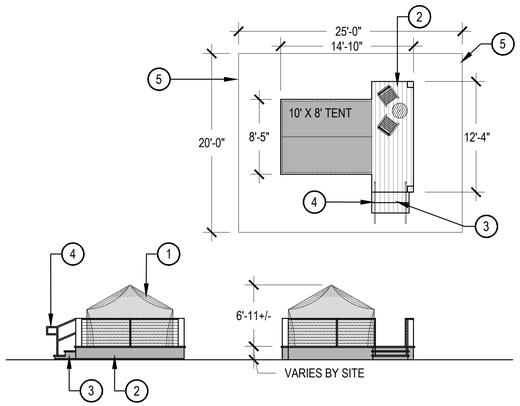
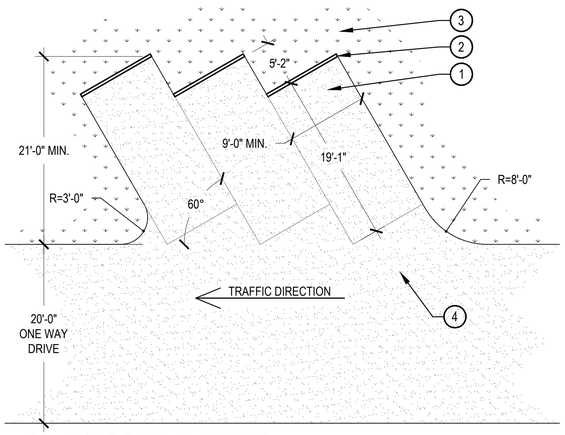
PHASE 1 PLAN



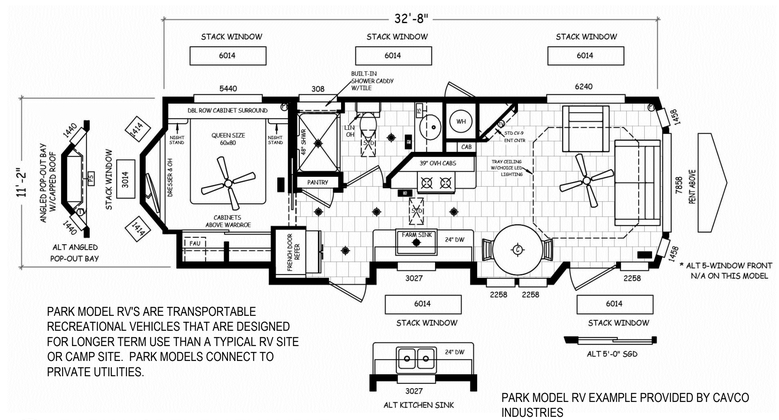
1 TENT SITE

SCALE: 1/8" = 1'-0"



DIAGONAL PARKING

SCALE: 1/8" = 1'-0"



PARK MODEL RV'S ARE TRANSPORTABLE RECREATIONAL VEHICLES THAT ARE DESIGNED FOR LONGER TERM USE THAN A TYPICAL RV SITE OR CAMP SITE. PARK MODELS CONNECT TO PRIVATE UTILITIES.

PARK MODEL RV EXAMPLE PROVIDED BY CAVCO INDUSTRIES
https://www.cavco.com/cavco

2 PARK MODEL RV EXAMPLE

N.T.S.

CHECKED BY: AH
DRAWN BY: JT

EXISTING BUILDINGS

UNIT TYPE	SIZE	
BATH HOUSE A	12'-4" x 40'-6" 500 S.F.	TO BE REMOVED
BATH HOUSE B	23'-9" x 11'-11" 283 S.F.	TO BE REMOVED
LAUNDRY/ RESTROOM	20'-0" x 17'-0" 340 S.F.	TO REMAIN AND BE RENOVATED
MOBILE HOME	24'-0" x 56'-0" 1,344 S.F.	TO BE REMOVED

PROPOSED AND RENOVATED BUILDINGS

UNIT TYPE	SIZE	
BATH HOUSE 1	18'-8" x 16'-0" 299 S.F.	SEE DETAIL
BATH HOUSE 2	18'-8" x 16'-0" 299 S.F.	SEE DETAIL
BATH HOUSE 3	18'-8" x 16'-0" 299 S.F.	SEE DETAIL
LAUNDRY/ RESTROOM	20'-0" x 17'-0" 340 S.F.	TO REMAIN AND BE RENOVATED

PROPOSED AMENITY STRUCTURES

UNIT TYPE	SIZE	
RAMADA 1	45'-0" x 38'-0" 1,710 S.F.	SIMPLE OPEN SHADE STRUCTURE
RAMADA 2	20'-0" x 20'-0" 400 S.F.	SIMPLE OPEN SHADE STRUCTURE

CAMPGROUND CALCULATIONS

CODE REQUIREMENT	SITE ALLOWANCE PER CODE	PROVIDED
CAMPGROUNDS AND FREESTANDING TENT SITES SHALL BE LIMITED TO 15% OF THE COMMERCIAL CAMPGROUND.	TOTAL SITE SQUARE FOOTAGE (WITHOUT THE COUNTY LAND PIECE) = 894,191 S.F. (20.53 ACRES) 15% OF TOTAL = 134,129 S.F. RV SITES: 45'x25' 1,125 S.F. MODEL PARK SITES: 45'x25' 1,125 S.F. TENT SITES: 500 S.F.	77 RV SITES = 86,625 S.F. 41 PARK MODEL RV SITES = 46,125 S.F. 36 TENT SITES = 18,000 S.F. TOTAL S.F. = 150,750 S.F. 16.9% OF TOTAL SITE

CODE REQUIREMENT	SITE ALLOWANCE PER CODE	PROVIDED
A MAXIMUM OF 15 UNITS PER ACRE IS ALLOWED	TOTAL SITE SQUARE FOOTAGE (WITHOUT THE COUNTY LAND PIECE) = 894,191 S.F. (20.53 ACRES) UNITS ALLOWED = 307	77 RV SITES 41 PARK MODEL RV SITES 36 TENT SITES 154 UNITS/SITES TOTAL

CODE REQUIREMENT	SITE ALLOWANCE PER CODE	PROVIDED
100 S.F. OF RECREATION AREA OR COMMON OPEN SPACE IS REQUIRED PER UNIT SITE	154 SITES 15,400 S.F. RECREATION AREA OR COMMON OPEN SPACE REQUIRED	GREAT LAWN: 18,684 S.F. PLAYGROUND 4,189 S.F. DOG PLAY AREA 6,700 S.F. OPEN FOREST W/ WALKING TRAILS, MOUNTAIN BIKE LOOP TRAIL AND POND: 190,000 S.F.+/-

PROPOSED PARKING CALCULATIONS

UNIT TYPE	CODE REQUIREMENT	SITE COUNT	PROVIDED
RV SITES	1 SPACE PER RECREATION VEHICLE AND REQUIRED SPACES FOR ACCESSORY USES	77 SITES	77 RV PARKING SPACES 77 AUXILLARY PARKING SPACES (1 PER RV SITE)
PARK MODEL RV SITES	1 SPACE PER RECREATION VEHICLE AND REQUIRED SPACES FOR ACCESSORY USES	41 SITES	41 PARK MODEL PARKING SPACES 41 AUXILLARY PARKING SPACES (1 PER RV SITE)
TENT SITES	NO REQUIREMENTS	36 SITES	36 SPACES
RV CHECK-IN TEMPORARY PARKING	NO REQUIREMENTS	N/A	4 SPACES
ADDITIONAL OVERFLOW PARKING	NO REQUIREMENTS	N/A	9 SPACES
			285 TOTAL SPACES

EXISTING PARKING

UNIT TYPE	SITE COUNT	PROVIDED
RV/ CAMP SITES	127 SITES	127 RV PARKING SPACES 127 AUXILLARY PARKING SPACES (1 PER RV/CAMP SITE)
STORAGE/ MOBILE HOME SITES	44 SITES	28 SPACES +/-
RV CHECK-IN TEMPORARY PARKING	N/A	3 SPACES
		285 TOTAL EXISTING SPACES

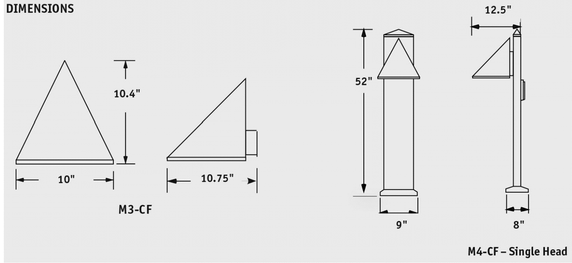
PROPOSED LIGHTING COMPLIANCE

LIGHT TYPE	SPECIFICATIONS	LUMEN OUTPUT	# PROPOSED	LUMEN OUTPUT TOTAL
WALL MOUNTED SECURITY LIGHT	ARCHITECTURAL AREA LIGHTING MODEL: M3-CF MITRE WALL SCONCE COLOR: DARK BRONZE 26 WATT	1800	8	14,400
LIGHTED BOLLARD	ARCHITECTURAL AREA LIGHTING MODEL: M4-CF MITRE BOLLARD COLOR: DARK BRONZE 26 WATT	1800	10	18,000
			TOTAL LUMENS PROVIDED	32,400

LUMENS PER NET ACRE ALLOWED	LUMENS PER NET ACRE ALLOWED	TOTAL LUMENS ALLOWED (20.53 ACRES)	TOTAL LUMENS PROVIDED
TOTAL (FULLY SHIELDED AND PARTIALLY SHIELDED)	50,000	1,026,500	32,400
PARTIALLY SHIELDED ONLY	5,500	112,915	0
NON-LPS AND NON-NARROW SPECTRUM AMBER LED	5,000	102,650	32,400

1. WOODY MOUNTAIN CAMPGROUND IS IN LIGHTING ZONE 2.
2. ONLY CLASS 2 LIGHTING IS ANTICIPATED FOR OUTDOOR SECURITY AND LIGHTING OF PEDESTRIAN AREAS AROUND THE PLAYGROUND AND GREAT LAWN.
3. RESTROOMS AND THE LARGE RAMADA SHALL HAVE SECURITY LIGHTING.
4. REFER TO THE SITE PLAN (SHEET 3) FOR LOCATIONS

DIMENSIONS



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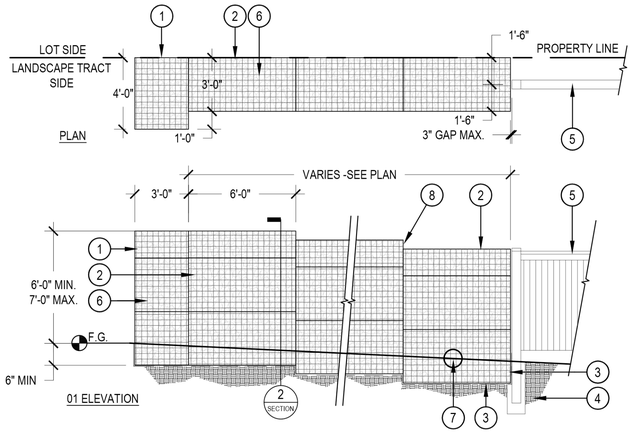
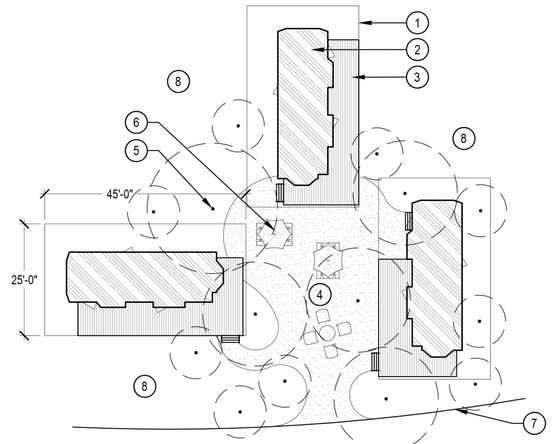
CALCULATIONS & DETAILS



1 GABION SCREEN WALL

SCALE: 1/4" = 1'-0"

1. GABION BASKETS FOR PIERS: 4'x3'x3' LOWER BASKETS, 4'x3'x1'-6" UPPER BASKET - ART WELD 9 GAUGE GABION, NON-GALVANIZED. MANUFACTURED BY: HILFIKER RETAINING WALLS OR APPROVED EQUAL http://www.hilfiker.com
2. GABION BASKETS FOR WALL: 3'x6'x3' LOWER BASKETS, 3'x6'x1'-6" UPPER BASKET - ART WELD 9 GAUGE GABION, NON-GALVANIZED. MANUFACTURED BY: HILFIKER RETAINING WALLS OR APPROVED EQUAL http://www.hilfiker.com
3. MIRIFI 140 N FILTER FABRIC TO WRAP GABION THAT IS BELOW GRADE
4. PREPARED COMPACTED SUBGRADE PER GEOTECH RECOMMENDATIONS
5. ADJACENT WALL/ FENCE
6. GABION BASKETS TO BE FILLED WITH INDIGENOUS STONE COLLECTED FROM ON-SITE CONSTRUCTION. CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT FOR APPROVAL OF STONE PRIOR TO WALL CONSTRUCTION. THE VISIBLE PORTIONS OF THE WALL SHALL BE FACED WITH THE MOST AESTHETIC STONES AND PLACED AS TIGHT AS POSSIBLE AGAINST THE MESH. SIZE 4" MINIMUM DIAMETER
7. 12" DIA. CORRUGATED STEEL PIPE SET INSIDE THE BASKET WHERE INDICATED ON THE PLANS AND AS DIRECTED IN THE FIELD BY THE CIVIL ENGINEER. BURY HALF, NO SHARP EDGES SHALL BE EXPOSED
8. STEP WALL IN 6" INCREMENTS AS NECESSARY TO FOLLOW GRADE

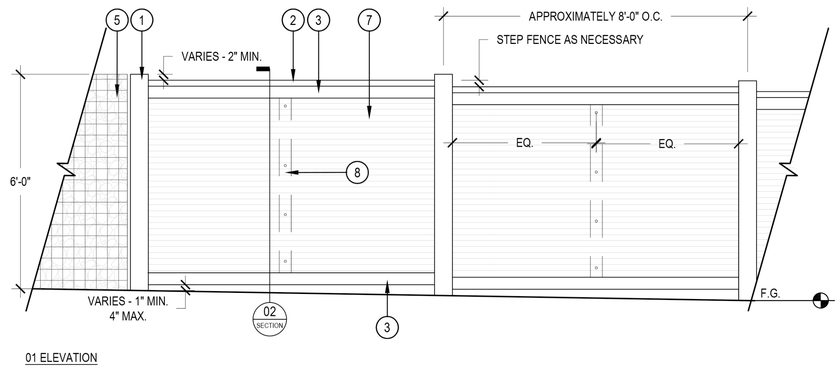


2 TYPICAL PARK MODEL RV CLUSTER

SCALE: 1/16" = 1'-0"

1. RV SITE 25'x45'
2. PARK MODEL RV
3. REMOVABLE WOOD DECKING APRON
4. DECOMPOSED GRANITE COMMON AREA
5. EXISTING PONDEROSA PINE TREES
6. VARIOUS SITE AMENITIES SUCH AS PICNIC TABLES, WOOD FIRED HOT TUBS, FIRE RINGS, CHAIRS
7. DRIVE EDGE
8. UNDISTURBED FOREST FLOOR

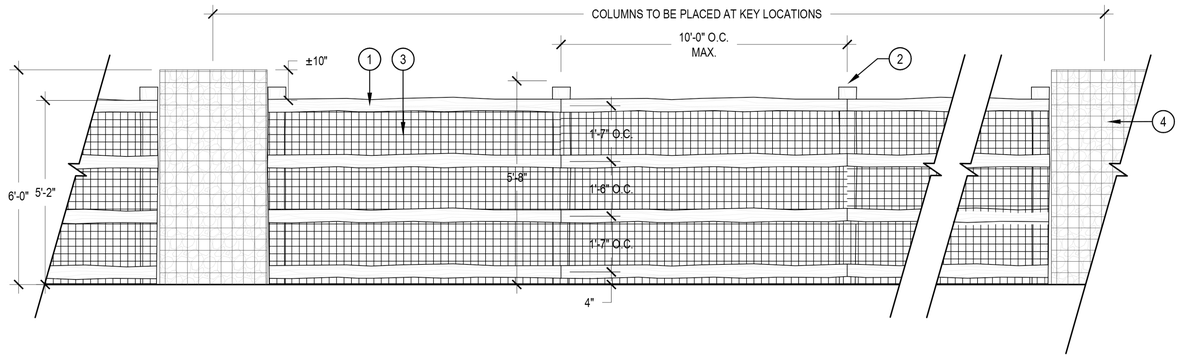
NOTE:
THIS DETAIL IS A GENERIC SAMPLE OF A PARK MODEL RV CLUSTER. EACH CLUSTER SHALL VARY.



3 6' CORRUGATED STEEL PRIVACY FENCE

SCALE: 1/2" = 1'-0"

1. ROUGH SAWN CEDAR 6"X6" POST
2. ROUGH SAWN CEDAR 2"X6" FENCE TOP
3. ROUGH SAWN CEDAR 2"X4" HORIZONTAL FENCE SUPPORTS, ATTACH TO POSTS w/ STEEL BRACKETS
4. GALVANIZED 2.5" WOOD SCREWS
5. ADJACENT GABION WALL OR PIER
6. GALVANIZED STEEL BOLTS AND NUTS
7. 22 GAUGE CORRUGATED STEEL PANELS - ONE PANEL EACH SIDE. TREAT PANELS PRIOR TO INSTALL TO CREATE AN IMMEDIATE RUSTY WEATHERED FINISH.
8. ROUGH SAWN CEDAR VERTICAL SUPPORTS
9. CONCRETE FOOTING AT POST



5 OPEN WIRE MESH FENCE

SCALE: 1/2" = 1'-0"

1. 35'x12' CONCRETE RV PARKING PAD
2. SEWER HOOKUP
3. WATER HOOKUP
4. DECOMPOSED GRANITE SURFACING RATED FOR VEHICLES
5. DECOMPOSED GRANITE SURFACING RATED FOR PEDESTRIAN USE
6. ADJACENT DRIVE
7. EXISTING PONDEROSA PINE TREES
8. AUXILIARY PARKING SPACE
9. VARIOUS SITE AMENITIES SUCH AS PICNIC TABLES, WOOD FIRED HOT TUBS, FIRE RINGS, CHAIRS
10. STONE OR GABION RETAINING WALL WHERE GRADE DICTATES
11. UNDISTURBED FOREST FLOOR

NOTE:
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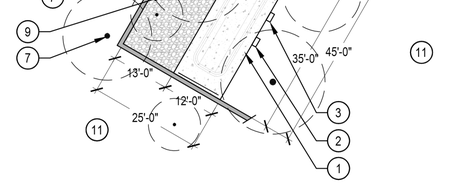

4 TYPICAL 25'x45' RV SITE

SCALE: 1/16" = 1'-0"

1. 35'x12' CONCRETE RV PARKING PAD
2. SEWER HOOKUP
3. WATER HOOKUP
4. DECOMPOSED GRANITE SURFACING RATED FOR VEHICLES
5. DECOMPOSED GRANITE SURFACING RATED FOR PEDESTRIAN USE
6. ADJACENT DRIVE
7. EXISTING PONDEROSA PINE TREES
8. AUXILIARY PARKING SPACE
9. VARIOUS SITE AMENITIES SUCH AS PICNIC TABLES, WOOD FIRED HOT TUBS, FIRE RINGS, CHAIRS
10. UNDISTURBED FOREST FLOOR

NOTE:
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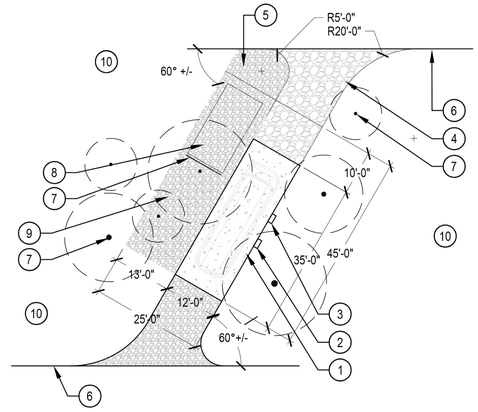

6 TYPICAL 25'x45' PULL THRU RV SITE

SCALE: 1/16" = 1'-0"

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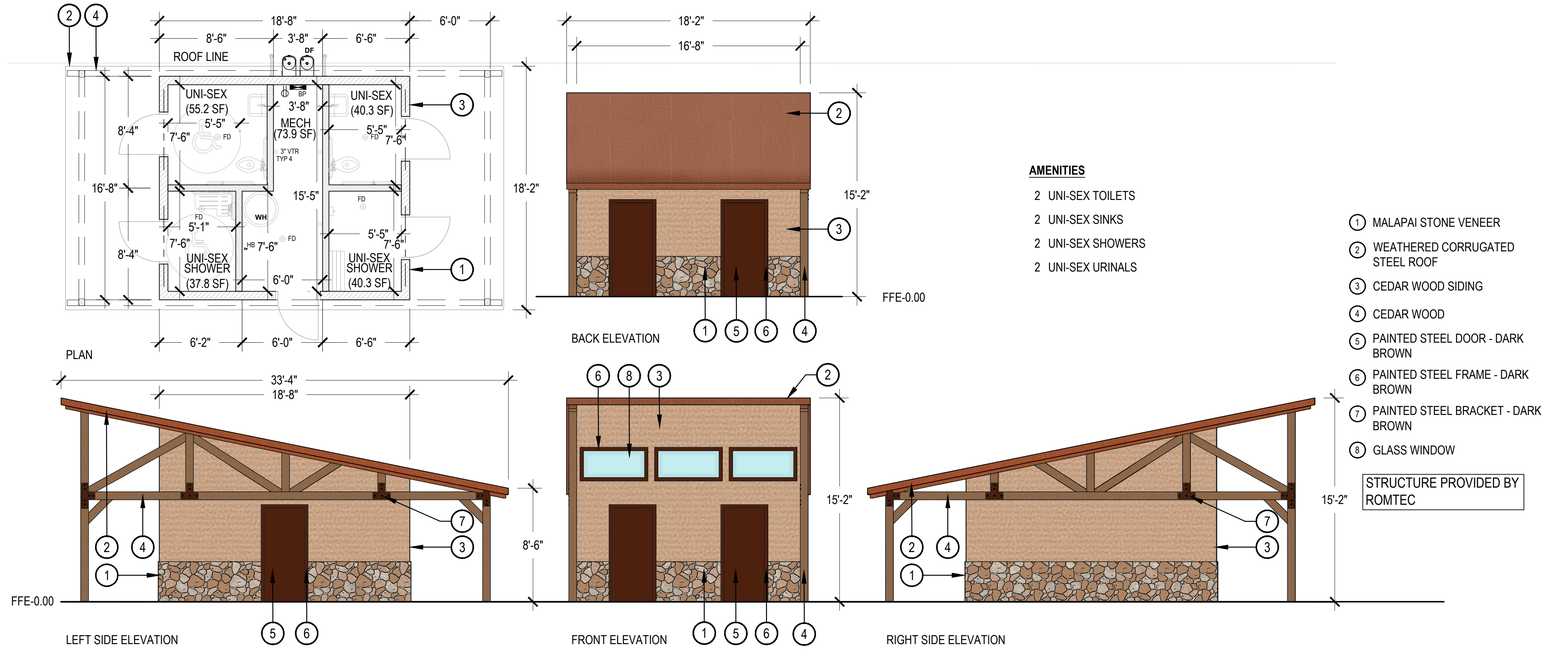
DRAWN BY: JT



AMENITIES

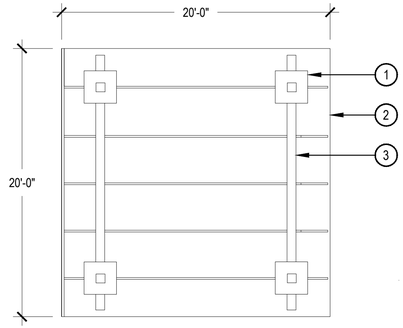
2 UNI-SEX TOILETS
2 UNI-SEX SINKS
2 UNI-SEX SHOWERS
2 UNI-SEX URINALS

1. MALAPAI STONE VENEER
2. WEATHERED CORRUGATED STEEL ROOF
3. CEDAR WOOD SIDING
4. CEDAR WOOD
5. PAINTED STEEL DOOR - DARK BROWN
6. PAINTED STEEL FRAME - DARK BROWN
7. PAINTED STEEL BRACKET - DARK BROWN
8. GLASS WINDOW

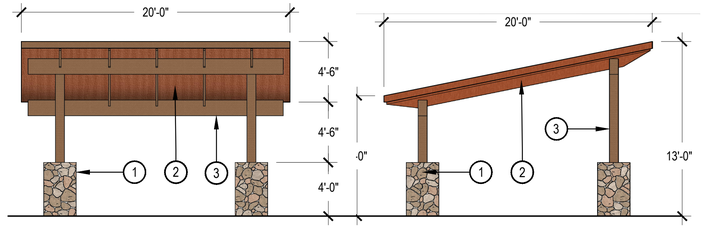
STRUCTURE PROVIDED BY ROMTEC

1 BATH HOUSE

SCALE: 3/16" = 1'-0"



PLAN



1. MALAPAI STONE VENEER
2. WEATHERED CORRUGATED STEEL ROOF
3. CEDAR WOOD

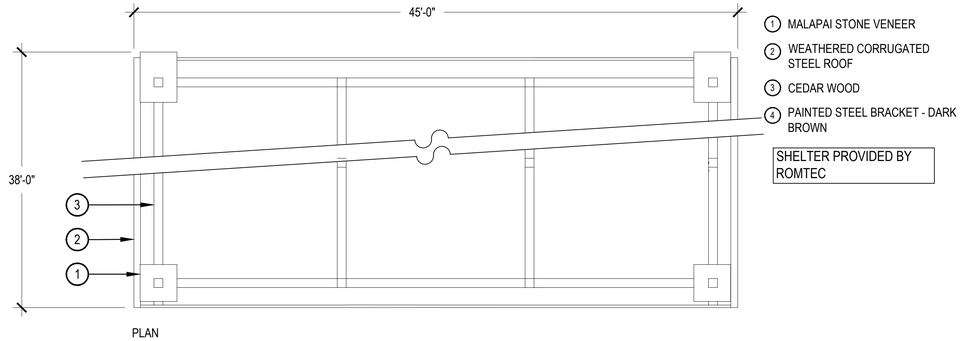
SHELTER PROVIDED BY ROMTEC

FRONT ELEVATION

SIDE ELEVATION

2 20' X 20' RAMADA

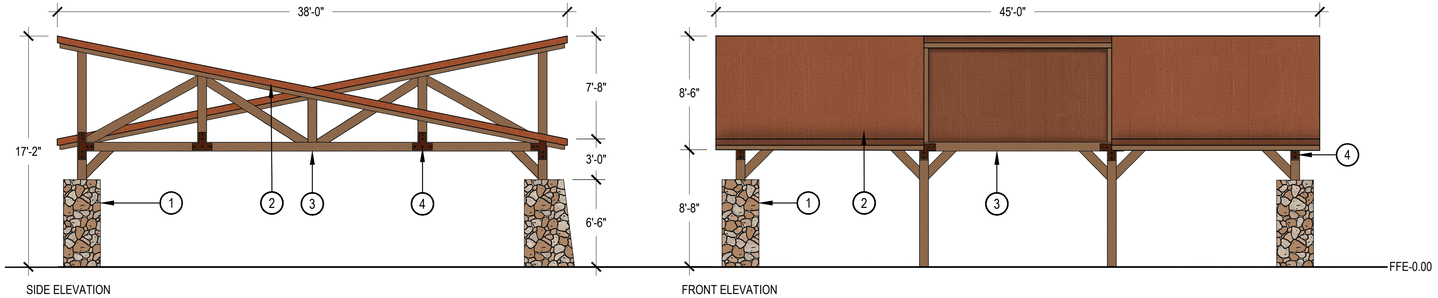
SCALE: 3/16" = 1'-0"



1. MALAPAI STONE VENEER
2. WEATHERED CORRUGATED STEEL ROOF
3. CEDAR WOOD
4. PAINTED STEEL BRACKET - DARK BROWN

SHELTER PROVIDED BY ROMTEC

PLAN



SIDE ELEVATION

FRONT ELEVATION

3 45' X 38' RAMADA

SCALE: 3/16" = 1'-0"

CHECKED BY: AH
DRAWN BY: JT

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Planning | Landscape Architecture | Branding

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Suite 260
Flagstaff, AZ 86001
P 928.233.3021
www.norris-design.com

WOODY MOUNTAIN CAMPGROUND

2727 W. HISTORIC RTE 66
FLAGSTAFF, AZ

OWNER:

VINTAGE PARTNERS
WALTER CRUTCHFIELD
2502 E. CAMELBACK RD SUITE 214
PHOENIX, AZ 85016
602.459.9929

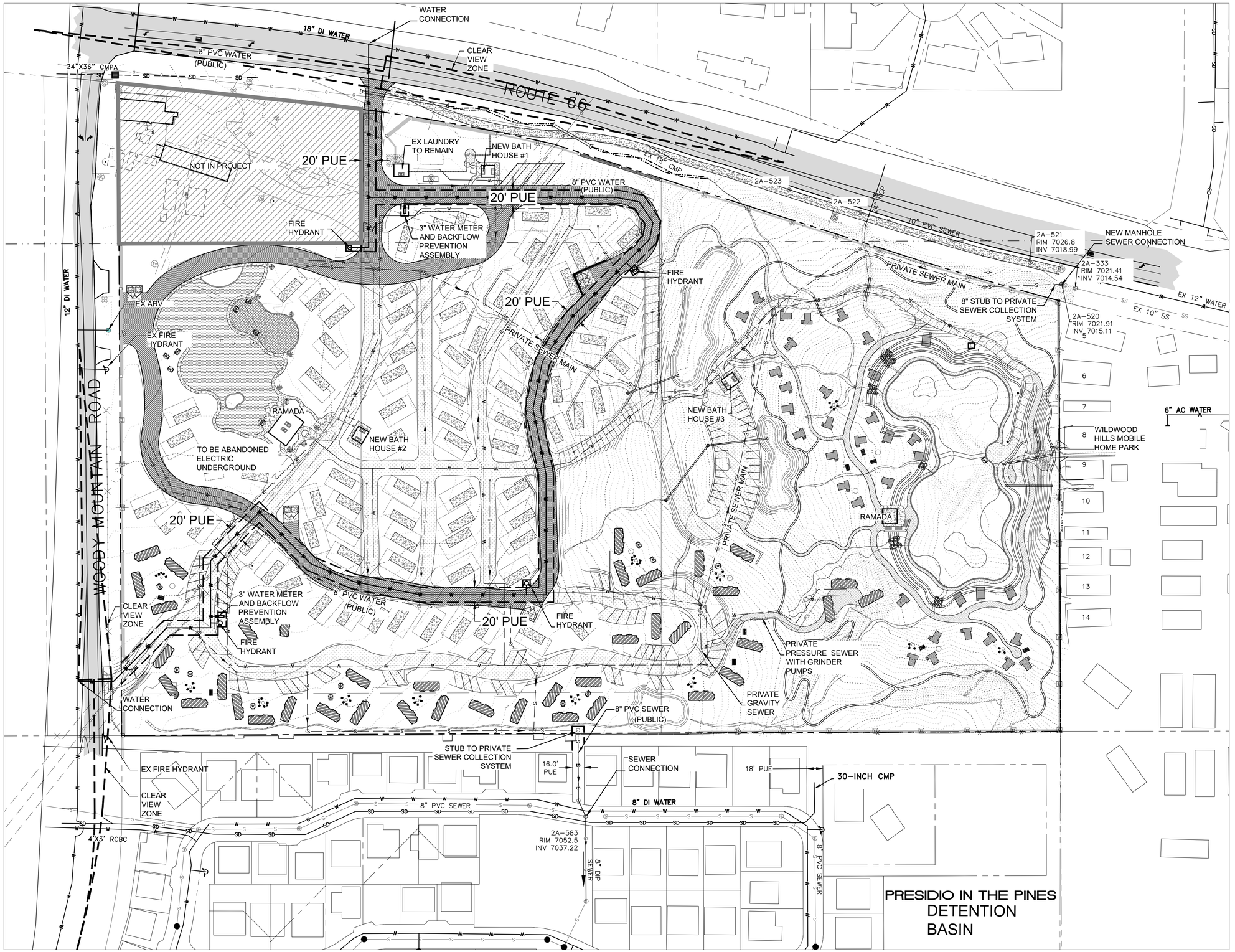
NOT FOR CONSTRUCTION

DATE:

10/16/18 CONCEPT PLAN
12/13/18 CONCEPT PLAN
02/05/19 SITE PLAN

SHEET TITLE:

DETAILS



N

0 30 60 120

SCALE: 1" = 60'
CONTOUR INTERVAL: 1'

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

LEGEND

- PUBLIC WATER MAIN
- PRIVATE WATER SERVICE
- PUBLIC SEWER MAIN
- PRIVATE SEWER SERVICE
- PRIVATE PRESSURE SEWER SERVICE

CHECKED BY: AH
DRAWN BY: JT

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PHOENIX, AZ 85016
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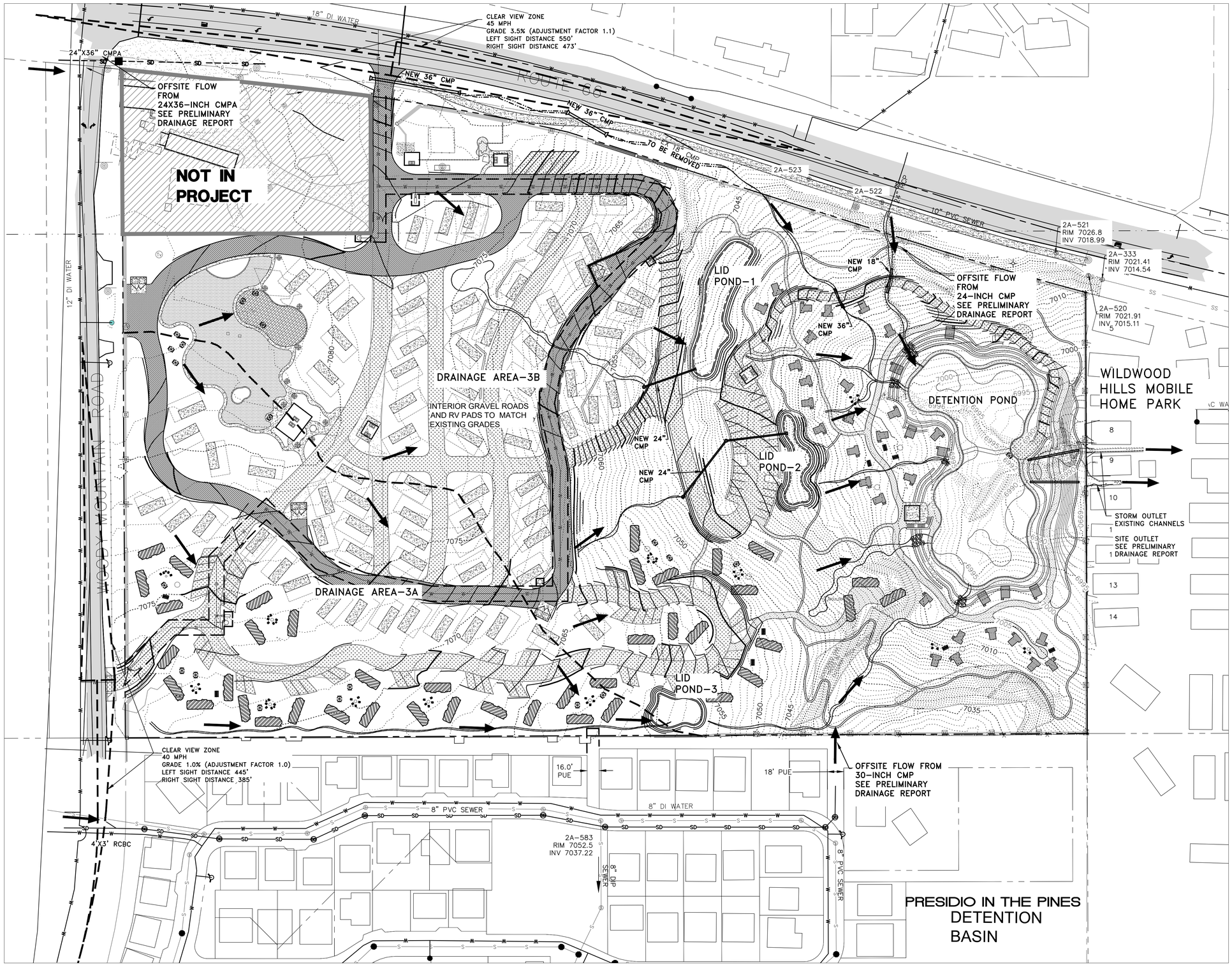
NOT FOR CONSTRUCTION

DATE:

10/16/18 CONCEPT PLAN
12/13/18 CONCEPT PLAN
2/5/19 SITE PLAN

SHEET TITLE:
PRELIMINARY UTILITY PLAN



N

0 30 60 120

SCALE: 1" = 60'
CONTOUR INTERVAL: 1'

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

HYDOLOGY

A PRELIMINARY DRAINAGE REPORT HAS BEEN SUBMITTED WITH THE SITE PLAN FOR DETAILED CALCULATIONS.

THE PRELIMINARY Q100 FLOW IS BASED ON PRELIMINARY DRAINAGE CALCULATIONS FOR THE SUBJECT SITE.

PROPOSED CONDITION DRAINAGE AREAS TO MATCH THE EXISTING CONDITION TO THE BEST POSSIBLE EXTENT TO MINIMIZE GRADING AND TO PROTECT TREES.

DETENTION CALCULATIONS INCLUDE HALF OF THE ROADWAYS IN THEIR FUTURE WIDENED CONDITION.

- ROUTE 66 – ARTERIAL (COF SD 10-09-032)
- WOODY MOUNTAIN ROAD TO MATCH PRESIDIO IN THE PINES OFFSITE ROADWAY IMPROVEMENTS

DRAINAGE AREA-3B: ROCV IS PROVIDED BY LID PONDS-1 & 2. FLOW RATE IS ATTENUATED BY THE DETENTION POND.

DRAINAGE AREA-3A: ROCV IS PROVIDED BY LID POND-3. FLOW RATE IS ATTENUATED BY THE DETENTION POND.

IMPERVIOUS AREA

EXISTING CONDITION	2,150 SF
PROPOSED CONDITION	130,101 SF
INCREASE IN IMPERVIOUS AREA	127,952 SF
1" RUNOFF CONTROL VOLUME (ROCV)	10,663 CF
*ROCV PROVIDED	12,618 CF

DETENTION:

THE LARGER AND THE MOST DOWNSTREAM POND PROVIDES DETENTION.

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1324 E. CLERIN ST. | FLAGSTAFF, AZ 86001
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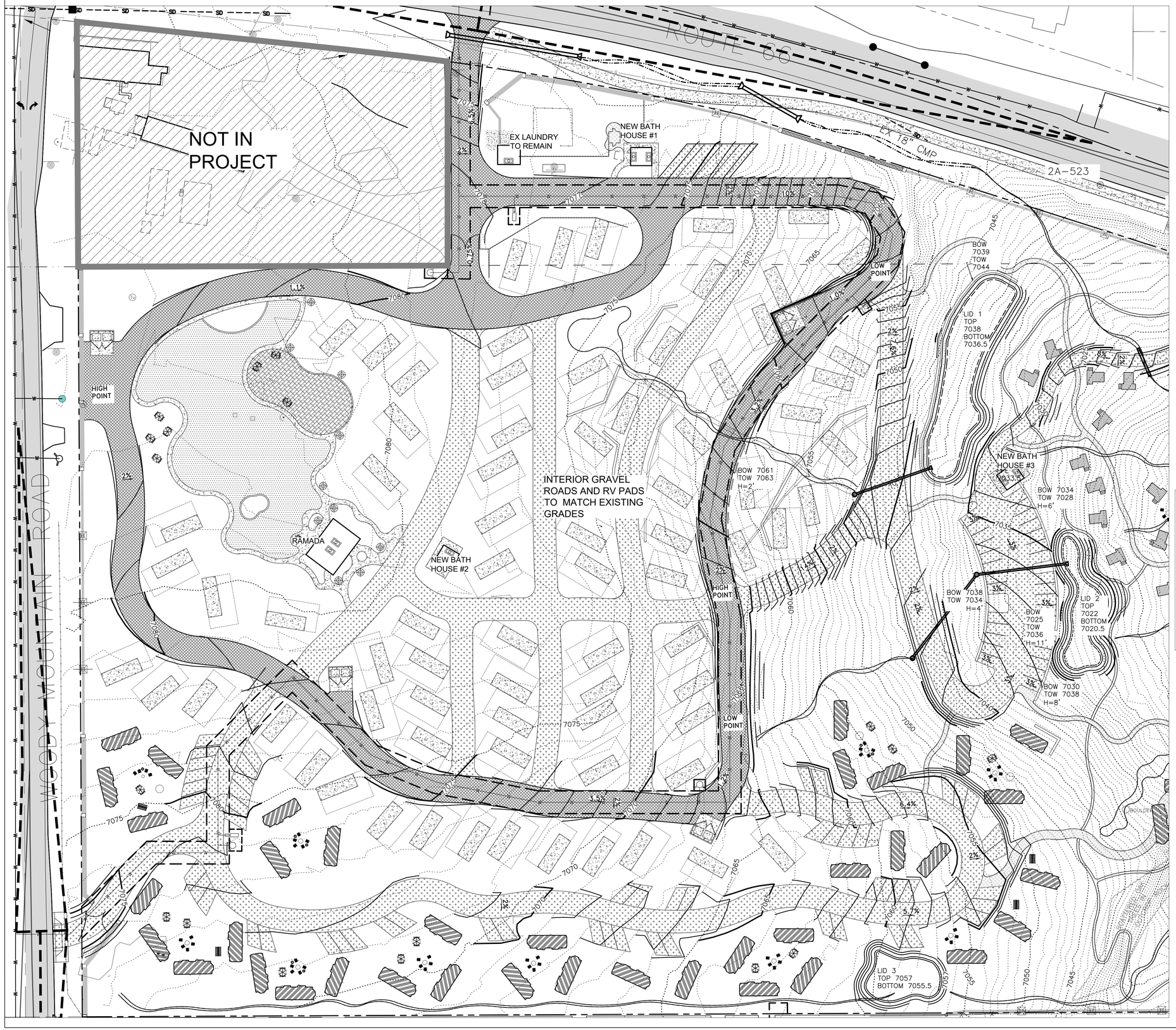
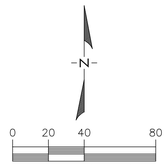
NOT FOR CONSTRUCTION

DATE:
10/16/18 CONCEPT PLAN
12/13/18 CONCEPT PLAN
2/5/19 SITE PLAN

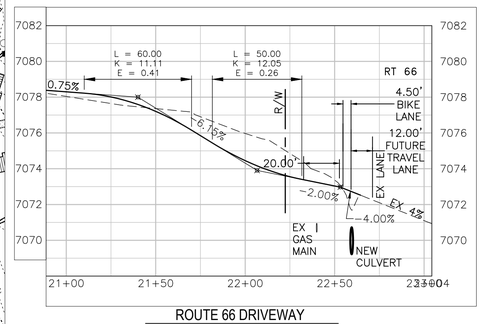
SHEET TITLE:
DRAINAGE PLAN

CHECKED BY: AH
DRAWN BY: JT

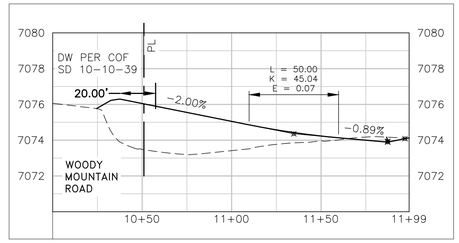




PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING



ROUTE 66 DRIVEWAY
H:1"=40'
V:1"=4'



WOODY MOUNTAIN DRIVEWAY
H:1"=40'
V:1"=4'

CHECKED BY: AH
DRAWN BY: JT

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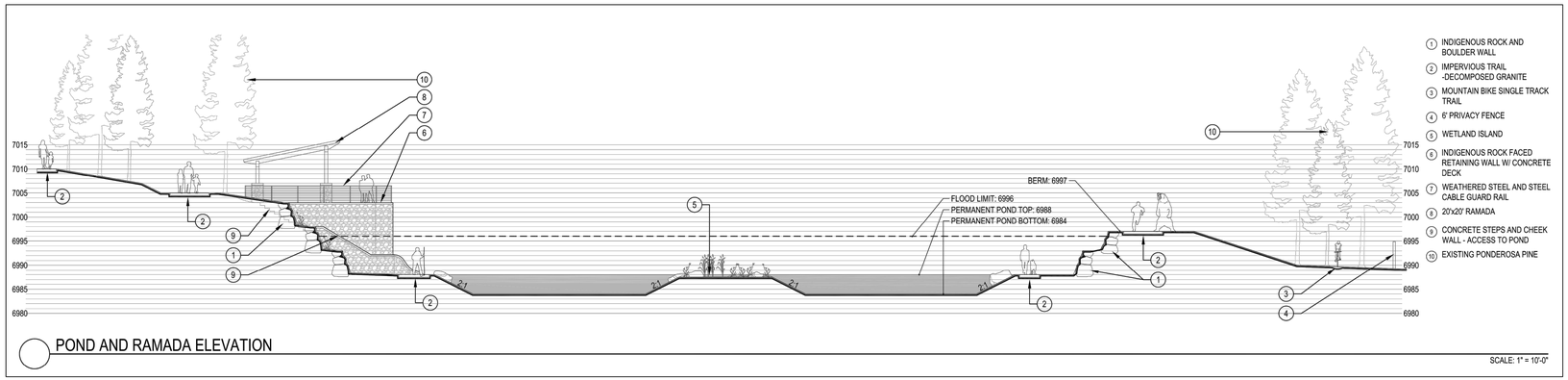
NOT FOR CONSTRUCTION

DATE:
10/16/18 CONCEPT PLAN
12/13/18 CONCEPT PLAN
2/5/19 SITE PLAN

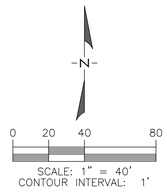
SHEET TITLE:
GRADING PLAN



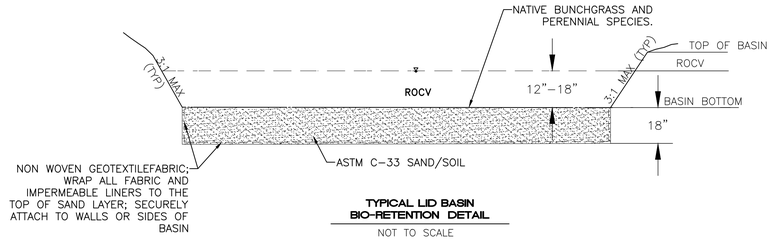


POND AND RAMADA ELEVATION

SCALE: 1" = 10'-0"



SCALE: 1" = 40'
CONTOUR INTERVAL: 1'



TYPICAL LID BASIN BIO-RETENTION DETAIL

NOT TO SCALE

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

CHECKED BY: AH
DRAWN BY: JT

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2/5/19 SITE PLAN

SHEET TITLE:
GRADING PLAN

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:	06/12/2019
Meeting Date:	06/18/2019

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:

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.

*****Amendments were updated per Council direction on June 4, 2019*****
*****To provide clarification, the title of the Ordinance is different than what was read on June 4, 2019*****

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 PERSONAL ASSISTIVE MOBILITY DEVICES, 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	Yes	Yes	Yes	Yes	Yes
E-Bike, Class 2	Yes	Yes	Yes	Yes	Yes
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 OR MOTORIZED BICYCLE, ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE, ELECTRIC STANDUP SCOOTER, SKATEBOARD 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 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, DATE OF BIRTH AND CURRENT ADDRESS, 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.

9-05-001-0012 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.

B. 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

C. 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 CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING THAT CERTAIN DOCUMENT TITLED "THE 2019 AMENDMENTS TO THE FLAGSTAFF CITY CODE REGARDING USE OF THE RIGHT-OF-WAY AND BICYCLES" BY REFERENCE 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

16. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	06/12/2019
Meeting Date:	06/18/2019

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:

16. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	06/12/2019
Meeting Date:	06/18/2019

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: