FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
JULY 2, 2019

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

4:00 P.M. MEETING

Individual Items on the 4:00 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. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes**: City Council Regular Meeting of September 18, 2018; Combined Special Meeting/Work Session of September 25, 2018; Regular Meeting of October 2, 2018; Combined Special Meeting/Work Session of October 9, 2018; Special Meeting (Executive Session) of February 7, 2019; Special Meeting (Executive Session) of February 12, 2019; Special Meeting (Executive Session) of February 26, 2019; Special Meeting (Executive Session) of March 5, 2019; Special Meeting (Executive Session) of March 12, 2019; Special Meeting (Executive Session) of March 15, 2019; Special Meeting

(Executive Session) of March 19, 2019; Special Meeting (Executive Session) of March 21, 2019; Special Meeting (Executive Session) of March 26, 2019; Special Meeting (Executive Session) of April 2, 2019; April 9, 2019; Special Meeting (Executive Session) of April 16, 2019; Special Meeting (Executive Session) of April 30, 2019; Special Meeting (Executive Session) of May 7, 2019; Special Meeting (Executive Session) of May 14, 2019; Special Meeting (Executive Session) of May 28, 2019; Special Meeting (Executive Session) of June 4, 2019; Special Meeting (Executive Session) of June 11, 2019; and Special Meeting (Executive Session) of June 18, 2019.

5. PUBLIC PARTICIPATION

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

6. PROCLAMATIONS AND RECOGNITIONS

A. Employee Work Group Recognition

7. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** John Peasley, "Grand Canyon Brewing Company," 1800 S. Milton Road #11, Series 06 and Series 03, Location/Owner Transfer and 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 the testimony received at the public hearing and/or other factors.

8. 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 Appointment:** City Attorney.

STAFF RECOMMENDED ACTION:

Re-appoint Sterling Solomon as the City Attorney for the City of Flagstaff.

9. ROUTINE ITEMS

A. **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:

1) Read Ordinance No. 2019-24 by title only for the final time
2) City Clerk reads Ordinance No. 2019-24 by title only (if approved above)
3) Adopt Ordinance No. 2019-24

B. **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:

1) Read Ordinance No. 2019-11 by title only for the final time
2) City Clerk reads Ordinance No. 2019-11 by title only (if approved above)
3) Adopt Ordinance No. 2019-11

C. **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:

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

D. **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:

1) Read Ordinance No. 2019-23 by title only for the final time
2) City Clerk reads Ordinance No. 2019-23 by title only (if approved above)
3) Adopt Ordinance No. 2019-23

E. **Consideration and Adoption of Ordinance No. 2019-25:** An ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code, Title 2, Boards and Commissions, by adding a new chapter 2-25, creating a Housing Commission; providing for repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2019-25 by title only for the final time
2) City Clerk reads Ordinance No. 2019-25 by title only (if approved above)
3) Adopt Ordinance No. 2019-25

F. **Consideration and Approval of Grant Agreement:** Arizona 911 Grant Agreement between Arizona Department of Administration Office of Grants and Federal Resources and the City of Flagstaff Acting as System Administrator for Coconino County.

STAFF RECOMMENDED ACTION:

Approve the acceptance of the grant from the Arizona Department of Administration Office of Grants and Federal Resources in the amount of $720,616.00 for the 911 budget for Coconino County FY2020.

G. **Consideration and Adoption of Resolution No. 2019-34:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the City of Williams, City of Page, Grand Canyon National Park, Glen Canyon National Park Service and the City of Flagstaff for the Arizona 911 Grant Program

STAFF RECOMMENDED ACTION:

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

H. **Consideration and Adoption of Resolution No. 2019-33:** A resolution of the Flagstaff City Council, approving an amendment to the Intergovernmental Agreement between the Coconino County Community College District and the City of Flagstaff for the continued use and operation of the East Flagstaff Community Library; and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-33 by title only
2) City Clerk reads Resolution No. 2019-33 by title only (if approved above)
3) Adopt Resolution No. 2019-33

I. **Consideration and Adoption of Resolution No. 2019-29:** A resolution of the City Council of the City of Flagstaff approving an Intergovernmental Agreement between Coconino County, the Coconino County Free Library District, and the City of Flagstaff for the administration, operation, maintenance and capital improvement at the Tuba City Library.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-29 by title only
2) City Clerk reads Resolution No. 2019-29 by title only (if approved above)
3) Adopt Resolution No. 2019-29

J. **Consideration and Adoption of Resolution No. 2019-37:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between Coconino County and the City of Flagstaff for Dispute Resolution/Mediation Services.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-37 by title only
2) City Clerk reads Resolution No. 2019-37 by title only (if approved above)
3) Adopt Resolution No. 2019-37

K. **Consideration and Approval of Contract:** State Lobbying Professional Services Contract with Elevated Advocacy, LLC.

STAFF RECOMMENDED ACTION:

1. Approve the State Lobbying Services Contract with Elevated Advocacy, LLC to provide state lobbying services for the City of Flagstaff, with the first year's monthly fee at five thousand dollars ($5,000), which includes all applicable expenses billed at cost, for a total annual fee of sixty thousand dollars ($60,000). Year two and year three will be at a monthly fee of $5,500, which includes all applicable expenses billed at cost, for an annual fee of sixty-six thousand dollars ($66,000).
2. Authorize the City Manager to execute the necessary documents.

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).

10. ROLL CALL

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

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

11. PLEDGE OF ALLEGIANCE

12. PUBLIC PARTICIPATION

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

14. PUBLIC HEARING ITEMS

A. 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:

1) Hold Public Hearing
2) Read Ordinance No. 2019-13 by title only for the final time
3) City Clerk reads Ordinance No. 2019-13 by title only (if approved above)
4) Adopt Ordinance No. 2019-13

15. REGULAR AGENDA

A. **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) Read Ordinance No. 2019-15 by title only for the final time
2) City Clerk reads Ordinance No. 2019-15 by title only (if approved above)
3) Adopt Ordinance No. 2019-15

B. **Consideration of Appointment:** City Manager.

STAFF RECOMMENDED ACTION:

Appoint and approve the agreement for City Manager effective August 26, 2019 for the City of Flagstaff.

C. **Consideration and Adoption of Resolution No. 2019-31 and Ordinance No. 2019-22:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk and entitled “2019 Zoning Code Amendments Industrial Zones and Miscellaneous Revisions (PZ-19-00087 AND PZ-19-00093)”; and, an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code (Ordinance No. 2011-20), Chapters 10-20, 10-40, 10-50, 10-60, and 10-80, as provided in that certain document entitled “2019 Zoning Code Amendments Industrial Zones and Miscellaneous Revisions (PZ-19-00087 and PZ-19-00093)” Declared to be a Public record by Resolution No. 2019-31; providing for repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Adopt Resolution No. 2019-31
2) Read Ordinance No. 2019-22 by title only for the final time
3) City Clerk reads Ordinance No. 2019-22 by title only (if approved above)
4) Adopt Ordinance No. 2019-22

D. **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:

1) Read Ordinance No. 2019-20 by title only for the final time
2) City Clerk reads Ordinance No. 2019-20 by title only (if approved above)
3) Adopt Ordinance No. 2019-20

E. **Consideration and Adoption of Resolution No. 2019-36:** A resolution authorizing the execution of a Development Agreement between McGrath Real Estate Partners, LLC and the City of Flagstaff related to the development of approximately 14.51 acres of real property (APNs 104-13-002B and 104-03-005B) generally located at 825 and 829 E. Butler Avenue. **(McGrath Development Agreement)**

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-36 by title only
2) City Clerk reads Resolution No. 2019-36 by title only (if approved above)
3) Adopt Resolution No. 2019-36

F. **Consideration and Approval of Preliminary Plat** Request by Brookfield Communities, Inc. for Preliminary Plat approval for Woodshire on Butler Condominiums, a 50-unit residential condominium subdivision. The 4.06-acre site is located at 2989 E. Butler Avenue in the HC, Highway Commercial Zone and 3001 E. Butler Avenue in the HR, High-Density Residential Zone; both are in a Resource Protection Overlay (RPO) zone.

STAFF RECOMMENDED ACTION:

The Planning and Zoning Commission recommends (4-0 vote on 6/12/19) the City Council approve the Preliminary Plat.

G. **Consideration and Possible Adoption of Resolution No. 2019-18:** A resolution authorizing the execution of a Development Agreement between Woodshire on Butler, LLC, and the City of Flagstaff related to the development of approximately 4.06 acres of real property generally located at 2989 E. Butler Avenue (APN 106-04-007B) and 3001 E. Butler Avenue (APN 106-04-006C). **(Woodshire on Butler Development Agreement)**

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-18 by title only
2) City Clerk reads Resolution No. 2019-18 by title only (if approved above)
3) Adopt Resolution No. 2019-18

H. **Consideration and Approval of Contract:** An agreement with the Flagstaff Downtown Business Alliance (FDBA), Coconino County and Northern Arizona Intergovernmental Public Transit Authority (NAIPTA) to hire consulting services for a Downtown Vision and Action Plan. ***(Downtown Vision)***

STAFF RECOMMENDED ACTION:

Approve the Agreement with the FBDA, Coconino County and NAIPTA to initiate a competitive process for the selection of a qualified professional consultant with demonstrated expertise and experience in the industry of Downtown Management. This agreement will aid in the creation of a Vision and Action Plan through a collaborative process for Downtown Flagstaff.

I. **Consideration and Approval:** Calling a Special Meeting for August 27, 2019 and canceling the Work Session.

STAFF RECOMMENDED ACTION:

1) Cancel the August 20, 2019 Regular Meeting.
2) Cancel the August 27, 2019 Work Session.
3) Call a Special Meeting for August 27, 2019.

16. COUNCIL LIAISON REPORTS

17. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Whelan to place on a future agenda a discussion to review and assess the current Fleet Policy.

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

19. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2019.

_____
Stacy Saltzburg, MMC, City Clerk

4. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	06/28/2019
Meeting Date:	07/02/2019

TITLE

Consideration and Approval of Minutes: City Council Regular Meeting of September 18, 2018; Combined Special Meeting/Work Session of September 25, 2018; Regular Meeting of October 2, 2018; Combined Special Meeting/Work Session of October 9, 2018; Special Meeting (Executive Session) of February 7, 2019; Special Meeting (Executive Session) of February 12, 2019; Special Meeting (Executive Session) of February 26, 2019; Special Meeting (Executive Session) of March 5, 2019; Special Meeting (Executive Session) of March 12, 2019; Special Meeting (Executive Session) of March 15, 2019; Special Meeting (Executive Session) of March 19, 2019; Special Meeting (Executive Session) of March 21, 2019; Special Meeting (Executive Session) of March 26, 2019; Special Meeting (Executive Session) of April 2, 2019; April 9, 2019; Special Meeting (Executive Session) of April 16, 2019; Special Meeting (Executive Session) of April 30, 2019; Special Meeting (Executive Session) of May 7, 2019; Special Meeting (Executive Session) of May 14, 2019; Special Meeting (Executive Session) of May 28, 2019; Special Meeting (Executive Session) of June 4, 2019; Special Meeting (Executive Session) of June 11, 2019; and Special Meeting (Executive Session) of June 18, 2019.

RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of September 18, 2018; Combined Special Meeting/Work Session of September 25, 2018; Regular Meeting of October 2, 2018; Combined Special Meeting/Work Session of October 9, 2018; Special Meeting (Executive Session) of February 7, 2019; Special Meeting (Executive Session) of February 12, 2019; Special Meeting (Executive Session) of February 26, 2019; Special Meeting (Executive Session) of March 5, 2019; Special Meeting (Executive Session) of March 12, 2019; Special Meeting (Executive Session) of March 15, 2019; Special Meeting (Executive Session) of March 19, 2019; Special Meeting (Executive Session) of March 21, 2019; Special Meeting (Executive Session) of March 26, 2019; Special Meeting (Executive Session) of April 2, 2019; April 9, 2019; Special Meeting (Executive Session) of April 16, 2019; Special Meeting (Executive Session) of April 30, 2019; Special Meeting (Executive Session) of May 7, 2019; Special Meeting (Executive Session) of May 14, 2019; Special Meeting (Executive Session) of May 28, 2019; Special Meeting (Executive Session) of June 4, 2019; Special Meeting (Executive Session) of June 11, 2019; and Special Meeting (Executive Session) of June 18, 2019.

EXECUTIVE SUMMARY:

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

INFORMATION:

COUNCIL GOALS:
COMMUNITY OUTREACH
Enhance public transparency and accessibility.

Attachments:
09.18.2018.CCRM
09.25.2018.CCSMWS
10.02.2018.CCRM
10.09.2018.CCSMWS
02.07.2019.CCSMES
02.12.2019.CCSMES
02.26.2019.CCSMES
03.05.2019.CCSMES
03.12.2019.CCSMES
03.15.2019.CCSMES
03.19.2019.CCSMES
03.21.2019.CCSMES
03.26.2019.CCSMES
04.02.2019.CCSMES
04.09.2019.CCSMES
04.16.2019.CCSMES
04.30.2019.CCSMES
05.07.2019.CCSMES
05.14.2019.CCSMES
05.28.2019.CCSMES
06.04.2019.CCSMES
06.11.2019.CCSMES
06.18.2019.CCSMES

CITY COUNCIL REGULAR MEETING
TUESDAY, SEPTEMBER 18, 2018
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
4:30 P.M. AND 6:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Evans called the Regular Meeting of the Flagstaff City Council held September 18, 2018, to order at 4:30 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR WHELAN	
COUNCILMEMBER BAROTZ	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER OVERTON	
COUNCILMEMBER PUTZOVA	

Others present: Interim City Manager Barbara Goodrich and City Attorney Sterling Solomon.

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

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

MISSION STATEMENT

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

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.

Kara Kelty addressed the Council and presented them with the Flagstaff Unified School District 2018 Annual Report. Ms. Kelty spoke regarding Proposition 423 on the upcoming general election ballot.

Michael Penca addressed the Council regarding Proposition 423 and stated that if approved, the funding would support facility maintenance, technology, security enhancements, and replacement of sports field for the Flagstaff Unified School District.

5. APPOINTMENTS

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 the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

A. Consideration of Appointments: Sustainability Commission.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to appoint Chuck Posen to a term expiring October 2021.

Vote: 7 - 0 - Unanimously

Moved by Mayor Coral J. Evans, **seconded by** Councilmember Scott Overton to appoint Gerald Johnson to a term expiring October 2021.

Vote: 7 - 0 - Unanimously

6. 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.

Moved by Councilmember Scott Overton, **seconded by** Vice Mayor Jamie Whelan to approve all consent items.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Sole Source Purchase:** From Thatcher Company of Arizona, Inc. of T-Floc B-41 Coagulant Chemical for use at the Lake Mary Water Treatment Plant.

1. Approve a two (2) year contract with Thatcher Company of Arizona, Inc. in an amount not to exceed the FY2019 budget of $233,200 for the purchase of proprietary T-Floc B-41 Coagulant at a unit price of $0.398 per pound with annual purchasing estimates of $125,000 per year; and
2. Authorize the City Manager to execute the necessary documents.

7. ROUTINE ITEMS

A. **Consideration and Approval of Grant Application:** U.S. Department of Justice, 2018 Edward Byrne Memorial Justice Assistance Grant in the amount of $21,353.00.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to approve the submission of a Grant Application and authorize acceptance upon award for the U.S. Department of Justice, 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) for the amount of $21,353.00.

Vote: 7 - 0 - Unanimously

B. **Consideration and Approval the Intergovernmental Agreement (IGA):** with Coconino County Sheriff's Office for the 2018 Edward Byrne Memorial Justice Assistance grant in the amount of $6,406.00.

Moved by Councilmember Scott Overton, **seconded by** Vice Mayor Jamie Whelan to approve the Intergovernmental agreement with Coconino County Sheriff's Office for the 2018 Edward Byrne Memorial Justice Assistance Grant in the amount of $6,406.00 for the County to utilize for the purpose of Law Enforcement Programs.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Ordinance No. 2018-34:** An ordinance amending the Flagstaff City Code Sections 7-02-001-0001 Division Created, and 7-02-001-0024 Public Reclaimed Water Pipeline Extension and Conversion Policy for Reusers . *(An Ordinance retracting the authority to execute certain reclaimed water agreements back to City Council)*

Mr. Solomon provided brief recap of the action stating that the ordinance would move the authority to approve reclaimed water agreements to the City Council from staff. Mr. Solomon indicated that the Water Services policy regarding reclaimed water agreements would also need to be changed.

Councilmember Putzova asked why there must be a separate action if an ordinance is law. Mr. Solomon explained that the water policy was adopted through a different process; the first step is the ordinance then the policy can be changed to reflect the ordinance.

Vice Mayor Whelan stated that she needs time to review the policy and would like a discussion on the reclaimed water rate structure before making a decision.

Councilmember McCarthy agreed but suggested that the discussion happen in a few weeks when the water policy comes back; make this decision now and then get into the policy separately.

Councilmember Putzova stated that there is an importance with reclaimed water and discussing reclaimed water agreements in a public setting allows the public to see how those contracts are agreed upon.

Mayor Evans stated that the Council has recently been talking about reclaimed water and its value. Council wanted to review all reclaimed water contracts but there was no metric for how those were to be reviewed. Even if the Council reviews the contracts, it does not mean the contracts would not be renewed. She asked what policy Council wants and what Council wants to do with the water.

The following individuals addressed Council:

- Todd Gillenwater
- J.R. Murray
- Steve Finch

The following comments were received:

- The change is unnecessary, it leaves a question mark for businesses who are heavily capitalizing and investing in the community.
- The change leaves the contracts at the political whimsy of the City Council.
- If this change is going to be made it needs a lot more work to be fair.
- The motivation behind the change is questionable.
- There is a personal agenda attached to this request.
- The message being sent is that there is no partnership with the community.
- Council should not be bogged down with day to day decisions.
- There have been no issues in the Water Department and no questionable activity.
- The Council should focus on the development of plans for the future.
- Trust staff and let them do their job.

Councilmember Putzova stated that what the City Council does is political and there are not many issues that are more political than water. This issue is about values and the perceived value of water.

Mayor Evans agreed but added that the issue is making a change without first deciding the values. The community should have an understanding of what agreements the City is entering into and that is something that could be written into policy. Guidelines need to be established and when those guidelines are discussed the public needs to be there to communicate the values.

Councilmember McCarthy stated that the review of the policies will be difficult to accomplish in a short amount of time. The action before the Council does not change policy it just indicates that what is done in the future should be decided by the City Council and not by staff.

Vice Mayor Whelan stated that she does not think the timing is right on the ordinance. There are no criteria that Council uses to determine whether or not a contract is renewed. It does not make sense to make policy when the City is still working through the water studies.

Moved by Vice Mayor Jamie Whelan, **seconded by** Councilmember Charlie Odegaard to postpone the action to a later date as determined by the City Manager.

Vote: 6 - 1

NAY: Councilmember Eva Putzova

D. **Consideration and Possible Adoption of Ordinance No. 2018-33:** An Ordinance of the Flagstaff City Council amending the Flagstaff City Code, Title 2, Boards and Commissions, Chapter 2-18, Commission on Disability Awareness, to update the commission name and nomenclature; providing for repeal of conflicting ordinances, severability, and establishing an effective date.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Ordinance No. 2018-33 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AMENDING THE FLAGSTAFF CITY CODE, TITLE 2, BOARDS AND COMMISSIONS, CHAPTER 2-18, COMMISSION ON DISABILITY AWARENESS, TO UPDATE THE COMMISSION NAME AND NOMENCLATURE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Jamie Whelan to adopt Ordinance No. 2018-33.

Vote: 7 - 0 - Unanimously

E. **Consideration and Adoption of Resolution No. 2018-46:** A resolution approving an Intergovernmental Agreement between the City of Flagstaff and Summit Fire and Medical District for shared management and administrative services.

Fire Chief Mark Gaillard provided a PowerPoint presentation that covered the following:

AN IGA FOR SHARED MANAGEMENT & ADMINISTRATIVE SERVICES
IF YOU WANT TO GO FAST, GO ALONE, IF YOU WANT TO GO FAR, GO TOGETHER
FLAGSTAFF FIRE DEPARTMENT SITUATION STATUS
CRITICAL CHALLENGES
INNOVATION
RECOMMENDATION
TIMELINE
EXPAND THE MANAGEMENT ADMINISTRATIVE CAPABILITY FLAGSTAFF/SUMMIT
REDUCE ADMINISTRATIVE WORK LOAD ON SHIFT BATTALION CHIEFS AND CAPTAINS
FISCAL IMPACT
FEATURES OF THE IGA
RECOMMENDATION

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2018-46 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND SUMMIT FIRE AND MEDICAL DISTRICT FOR SHARED MANAGEMENT AND ADMINISTRATIVE SERVICES.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2018-46.

Vote: 7 - 0 - Unanimously

F. **Consideration and Adoption of Ordinance No. 2018-30:** An ordinance to approve the abolition of the Community Enrichment Division and consolidation of Information Technology and Management Services Divisions.

Moved by Vice Mayor Jamie Whelan, **seconded by** Councilmember Charlie Odegaard to read Ordinance No. 2018-30 by title only for the final time.

Vote: 5 - 2

NAY: Councilmember Celia Barotz
Councilmember Eva Putzova

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, ABOLISHING THE COMMUNITY ENRICHMENT DIVISION AND CONSOLIDATING THE INFORMATION TECHNOLOGY AND MANAGEMENT SERVICES DIVISION; PROVIDING REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Charlie Odegaard, **seconded by** Vice Mayor Jamie Whelan to adopt Ordinance No. 2018-30.

Vote: 6 - 1

NAY: Councilmember Eva Putzova

RECESS

The 4:30 p.m. portion of the September 18, 2018, Regular Council Meeting recessed at 5:43 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Evans reconvened the Regular Meeting of September 18, 2018, at 6:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

8. ROLL CALL

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

PRESENT: ABSENT:

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

Others present: Interim City Manager Barbara Goodrich and City Attorney Sterling Solomon.

9. PLEDGE OF ALLEGIANCE

The Council and audience recited the pledge of allegiance.

10. PUBLIC PARTICIPATION

The following individuals addressed Council regarding immigration concerns:

- Madeline Ramirez
- Dulce Bojorquez
- Vicki Blackgoat

The following comments were received:

- Community members should not be detained longer than required.
- Sheriff Discoll continues to cooperate with ICE.
- Several hundred residents are demanding no further cooperation with ICE.
- The Council should pass an ordinance regarding ICE.
- The Council needs to fast track the Keep Families Free and Together Ordinance.
- ICE has come into the community and has destroyed at least four families.
- Why does the Council continue to allow these activities to happen?
- Law enforcement activity in the community should reflect the City's morals and ethics.
- Forcibly removing children from parents and placing them in traumatized situations is unacceptable.

Andy Fernandez addressed the Council with concerns about freedom of speech and housing costs.

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

NONE

12. REGULAR AGENDA

A. **Consideration and Approval of Resolution No. 2018-39:** A resolution of the City Council of the City of Flagstaff, Arizona authorizing the execution of a Pre-Annexation Agreement between the Taylor and the City of Flagstaff related to the future annexation of approximately 1.96 acres of real property generally located at 1890 N. Venus Drive ***(requiring future annexation as a condition for connection to City sewer system)***

Planning Development Manager Alaxandra Pucciarelli provided a PowerPoint Presentation that covered the following:

TAYLOR PRE-ANNEXATION
VICINITY MAP
CONCEPT SITE PAN
CITY WATER SERVICES POLICY
COUNCIL OPTIONS
STAFF RECOMMENDED ACTION

Councilmember Odegaard asked Ms. Pucciarelli to explain how pre-annexation works and how it leads to an actual annexation. Ms. Pucciarelli stated that a pre-annexation agreement is an intent to annex as soon as the legal requirements for annexation are met. The legal requirements for annexation are that a property must abut City property for a minimum of 300 linear feet; in this matter the property touches less than 300 feet. If there are other neighboring properties in the area that would like to annex it would increase that threshold to over the 300 feet minimum requirement.

Moved by Councilmember Eva Putzova, **seconded by** Vice Mayor Jamie Whelan to read Resolution No. 2018-39 by title only.

Moved by Councilmember Jim McCarthy to amend the motion to waive the tap fee but not the capacity fees; **failed for lack of a second.**

Vote: 6 - 1

NAY: Councilmember Charlie Odegaard

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AUTHORIZING THE EXECUTION OF A PRE-ANNEXATION AGREEMENT BETWEEN THE TAYLORS AND THE CITY OF FLAGSTAFF RELATED TO THE FUTURE ANNEXATION OF APPROXIMATELY 1.96 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 1890 N. VENUS DRIVE; PROVIDING FOR RECORDING; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Eva Putzova, **seconded by** Vice Mayor Jamie Whelan to adopt Resolution No. 2018-39.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Resolution No. 2018-41:** A resolution approving the Intergovernmental Agreement between the City of Flagstaff and Arizona Board of Regents on behalf of Northern Arizona University to establish an internship process.

Deputy City Manager Shane Dille addressed Council stating that there are many ways internships happen with the City; sometimes it is staff reaching out, other times it is NAU staff reaching out to the City, and sometimes an internship is formed by the initiative of the student themselves, independent of NAU. Staff at the City and NAU have found that those ways do not always reach the full potential of the student market.

The City has a town and gown goal and an objective of establishing an internship program with both Coconino Community College (CCC) and NAU. In response, staff have been working with NAU on an IGA that streamlines the process and allows for better coordination. The mechanism to be used is Handshake, an online portal that allows students to reach out to various organizations regarding internship opportunities. If the IGA is approved the City will be reaching out to CCC with a similar opportunity.

Vice Mayor Whelan asked about the opportunity for paid internships. Mr. Dille stated that the manager's budget did not recommend funding of any paid internships this year but the IGA allows for flexibility to accommodate those opportunities in the future.

Councilmember Putzova asked how the IGA would work for interns that are managed by City Council members. Mr. Dille stated that if a Councilmember is working through the City process to acquire an intern, they would have to meet the NAU requirements that allow for the student to get credit.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Charlie Odegaard to read Resolution No. 2018-41 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND ARIZONA BOARD OF REGENTS ON BEHALF OF NORTHERN ARIZONA UNIVERSITY TO ESTABLISH AN INTERNSHIP PROCESS

Moved by Vice Mayor Jamie Whelan, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2018-41.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Resolution No. 2018-45:** A resolution of the City Council of the City of Flagstaff, Arizona declaring the second Monday of October as Indigenous Peoples' Day in the City of Flagstaff.

Ms. Goodrich provided a brief overview of the history of Indigenous Peoples' Day. She stated that there are two versions of the resolution, one from staff and the other from the Indigenous Circle of Flagstaff, both offer an opportunity to adopt, revise, or amend should Council choose. Ms. Goodrich introduced Chris Jocks and Darrell Marks with Indigenous Circle of Flagstaff (ICF) who continued the presentation.

Mr. Jocks expressed the support of the ICF and other communities about some of the other items that have come forward recently, he urged the Council to continue working towards

resolution of the immigration and water issues. ICF supports the idea and potential of Indigenous Peoples' Day but there is additional work to be done on the resolution to represent the various communities and to demonstrate that the declaration is something more than just symbolic. He requested that the item be tabled for now to allow the ICF and the City to reconcile the two versions.

Mr. Marks stated that the draft resolution before the Council was done with all communities in mind. Indigenous people want to be seen as equal citizens in the community and to be recognized and respected as such. The proposed resolution is reflective of other resolutions that the City has already passed and is the start of conversations that still need to happen. Important relationships had to be built to bring this together and establish a community that includes indigenous people and the City needs to continue the relationship.

Councilmember Putzova asked if ICF would be open to meeting with City staff to work through the differences in the proposed resolutions and come to a mutually agreeable resolution, even if it does not result in making everyone happy. Mr. Marks stated that the ICF has demonstrated their commitment and have brought forward meaningful drafts and communications and it is a start point for building from. They are ready and waiting on the City.

Vice Mayor Whelan stated that she did not believe that there was a request from ICF for Indigenous Peoples' Day but that the request came from the City. Mr. Jocks confirmed and stated that it was not a recommendation that came out of the forums.

Councilmember Putzova offered that she asked the City Manager to put the item on the agenda given the upcoming day. She reached out to ICF to see if they wanted to draft a resolution to present to the City Council. There was a request in the past from Council to declare Indigenous Peoples' Day and it was asked at that time for there to first be relationship building with the community. The forums began that process. She had reached out to ICF to see if they were ready to move forward with a declaration by the City.

Mr. Jocks stated that indigenous people are not opposed to Indigenous Peoples' Day and that was an approach that could have been taken three years ago. At that time, it was determined that it was important to build meaningful relationships first so that the declaration of Indigenous Peoples' Day would be a recognition of progress and what has been accomplished thus far.

Mr. Solomon stated that staff drafted the resolution in its current form because the proposed resolution from ICF included several additional actions by the City. The resolution is specific to Indigenous Peoples' Day so those additional items really should come back separately for Council consideration. The Council can still move forward with those action items just not through the Indigenous Peoples' Day resolution.

Mayor Evans shared that the fear might be that the Council may never come back to address those issues. Ms. Goodrich offered that there is a commitment to advance those concepts in the Strategic Plan. Staff has been working to finalize the job description for an Indigenous Coordinator who will help formulate the implementation of the Plan and they are getting very close to getting that posted for recruitment. There have also been discussions about possibly creating a commission that would be responsible for working on those specific items.

Vice Mayor Whelan asked if the ICF will have input on the selection of the Indigenous Coordinator. Ms. Goodrich responded yes, there will be a representative from ICF on the

hiring committee.

Mayor Evans stated that many of the things in the ICF resolution are things that are included in the Strategic Plan; she asked if the ICF sees these inclusions as affirmations of what is in the Plan. Mr. Jocks indicated that the reason they wanted to include those elements in the resolution is because it is a public pronouncement. The public may not see the Strategic Plan, but they will see the public declaration.

Councilmember Putzova stated that it is great to have a committed group for three years working on building relationships and identifying areas of concern in the community. It is a good thing to have a more substantive resolution, she does not see anything wrong with declaring Indigenous Peoples' Day and including the other items as a recognition of such.

The following individuals addressed the Council concerning the Indigenous Peoples' Day resolution:

- Rose Toehe
- Cora M. Phillips
- Marnie Vail
- Makaius Marks
- Klee Benally
- Andy Fernandez
- Hilary Giovale

The following comments were received:

- It is important to develop solutions and be more compassionate.
- Our DNA is entrenched with the historical trauma our ancestors have carried.
- There is a fear of termination and a fear of being disregarded.
- Please acknowledge us and work with us in a respectable manner so that our younger generation can see that into the future.
- The history of indigenous people is long and deep and filled with inequalities.
- This is an opportunity to change and correct the long history of inequality.
- We have come a long way but there is not much action being put into Indigenous Peoples' Day to celebrate that day with meaningful intention.
- The ICF does not speak for all indigenous people.
- Maintaining the contract with Snowbowl and failure to take meaningful action on the anti-camping ordinance shows that the City has not earned the right to declare Indigenous Peoples' Day.
- The struggles of indigenous people should not be negotiated.
- We must come together as people and address and accept each other with dignity and heart.
- I support the resolution presented by the ICF.
- The country is in a state of denial on how this nation came to be.
- This is an opportunity to take honorable action, build stronger relationships and commitments to action that can bring healing.
- Please support the ICF resolution.

Mayor Evans stated that the process started three years ago. There is some disagreement between the two proposed resolutions and she would like to see the Council table the issue so staff can take the Strategic Plan that has been adopted and see how it reflects the proposed ICF resolution. She would also like to include statements that speak to how the process began.

A break was held from 7:40 p.m. through 7:50 p.m.

Moved by Mayor Coral J. Evans, **seconded by** Councilmember Charlie Odegaard to postpone the item and return it to Council before November 2, 2018.

Councilmember Putzova stated that she is comfortable with postponing the item if staff will work with ICF to create a resolution that is fully supported by the ICF and the City.

Vote: 7 - 0 - Unanimously

13. DISCUSSION ITEMS

A. Update on Public Education Process for Transportation and Housing.

Ms. Goodrich provided an update on the educational process for the transportation and housing ballot measures. Over 20 presentations have been made to community service groups, educational organizations and the like. The first of five open houses was held earlier in the day at City Hall. There has been a postcard mailer that highlights the transportation items and a similar one for the housing questions will be going out soon. The website, www.flagstaffelections.org has significant information on the various questions.

The following individuals addressed Council regarding the public education process:

- Andy Fernandez
- Charlie Silver

The following comments were received:

- The bus system is already profitable, they do not need any more funding.
- Concerned that the material is advocacy and not education.
- The material indicates that actions are dependent on if a particular proposition passes.
- Other groups are putting information out there that may not be accurate.
- There is no guarantee that certain actions will be done if a measure passes.

B. **Discussion:** Parking ratios in Transect zones.

Current Planning Manager Tiffany Antol provided a PowerPoint presentation that covered the following:

TRANSECT PARKING RATIOS
TRANSECT ZONE PARKING REQUIREMENTS
CONVENTIONAL ZONE PARKING REQUIREMENTS

Vice Mayor Whelan asked if the numbers are rounded up to which Ms. Antol responded yes. The fractional numbers try to account for the guest parking. The number of units are multiplied by the fractional unit and then rounded up.

THE HUB PARKING COMPARISON

Councilmember McCarthy asked if there are any rules regarding tandem parking. Ms. Antol explained that the City has pushed back against having tandem parking spaces as it is not

preferred in the larger developments. Transect zones are more lenient towards tandem parking. Staff has on their priority list to address parking and work on revisions to help incentivize better parking options.

Charlie Silver addressed Council stating that he is supportive of fixing the parking requirements in transect zones. The requirement that vehicles have to be parked beyond the front façade wastes space and encourages more runoff especially on smaller lots.

Mayor Evans stated that she does not believe people park the way they are envisioned to and when the parking scenarios play out, they are not what was intended. When there are more people in houses, there are more cars and they find undesirable alternatives. Reviewing the plans, identifying areas for improvement, and looking for better alternatives and incentives to encourage appropriate parking is a move in the right direction.

14. COUNCIL LIAISON REPORTS

None

15. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember McCarthy to place on a future agenda a discussion about snowmaking and other water uses.

Councilmember McCarthy stated that he would like a to have a discussion between the City and County regarding the use of water at Ft. Tuthill along with a discussion about the appropriate uses of potable water.

Councilmember Barotz stated that she thinks the discussion should be included as a part of the Water Services Strategic Plan. She does not object to the policy discussion, but the discussion should be done from a broader scope as part of the Water Service Master Plan.

Councilmember McCarthy indicated that his concern is with the Ft. Tuthill project and if the issue waits until the broader conversation it will be too late to address.

Mayor Evans offered that if the issue is simply the Ft Tuthill situation then that should be the FAIR.

Councilmember McCarthy agreed and offered that a letter could be drafted by staff to send to Coconino County.

Three Councilmembers were in support of moving the item to a future agenda for the discussion of sending a letter to Coconino County regarding snowmaking at Ft. Tuthill.

Five Councilmembers were also supportive of moving the item to the front of the discussion queue.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Putzova to place on a future agenda a discussion about sending a letter to APS asking for the utility to refrain from influencing electoral politics.

Mayor Evans excused herself from the dais due to a conflict of interest.

Councilmember Putzova asked the Council to consider sending a letter to APS regarding their involvement in electoral politics. APS is a monopoly and is so because the City and voters approved a franchise agreement allowing them to operate in the City. She would like to ask them to refrain from the political activities.

Three Councilmembers were in support of moving the item forward to a future agenda for discussion.

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

Mayor Evans returned to the dais.

Councilmember Barotz withdrew her request for a FAIR on October 2, 2018 because it is related to water policy and it should be included in the comprehensive water policy.

Councilmember Barotz acknowledged Sustainability Specialist McKenzie Jones and thanked her for her contributions to the City and wished her well in her future endeavors.

Ms. Goodrich asked if the Council would like to participate in the November Stuff the Bus Campaign. The Council indicated that they would like to participate.

Ms. Goodrich reported that HB5895 passed the Senate floor. There will not be time to bring the item to Council and she requested a head nod to send a letter urging support of the bill. The Council indicated their support to sending a letter.

Mayor Evans asked for an update on the Domestic Violence Awareness Month requests. Interim Deputy City Manager Kevin Treadway indicated that staff has been working on it and the plan is to light City Hall purple. There will be a proclamation at the Council meeting that night as well.

17. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held September 18, 2018, adjourned at 8:41 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on September 18, 2018. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 2nd day of July, 2019.

_____
CITY CLERK

COMBINED SPECIAL MEETING/WORK SESSION
TUESDAY, SEPTEMBER 25, 2018
COUNCIL CHAMBERS
211 WEST ASPEN AVE.
6:00 P.M.

SPECIAL COUNCIL MEETING

1. Call to Order

Mayor Evans called the Special Meeting of the Flagstaff City Council held September 25, 2018, to order at 6:01 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Pledge of Allegiance and Mission Statement

The Council and audience recited the pledge of allegiance and Councilmember Odegaard read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. ROLL CALL

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

PRESENT:	ABSENT:
MAYOR EVANS	NONE
VICE MAYOR WHELAN (telephonically)	
COUNCILMEMBER BAROTZ	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER OVERTON	
COUNCILMEMBER PUTZOVA	

Others present: Interim City Manager Barbara Goodrich and City Attorney Sterling Solomon.

4. Public Participation

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

None

5. **Consideration and Adoption of Resolution No. 2018-48:** A resolution of the City Council of the City of Flagstaff, Arizona authorizing the settlement of the matter of *Jaime Lynn Shurts v. City of Flagstaff, et al.*, case No. CV-14-08121-PCT-DLR, currently pending in United States District Court, District of Arizona.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Celia Barotz to read Resolution No. 2018-48 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE SETTLEMENT OF THE MATTER OF JAIME LYNN SHURTS V. CITY OF FLAGSTAFF, ET AL., CASE NO. CV-14-08121-PCT-DLR, CURRENTLY PENDING IN UNITED STATES DISTRICT COURT, DISTRICT OF ARIZONA

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Celia Barotz to adopt Resolution No. 2018-48.

Vote: 7 - 0 - Unanimously

6. Adjournment

The Flagstaff City Council Special Meeting of September 25, 2018, adjourned at 6:04 p.m.

WORK SESSION

1. Call to Order

Mayor Evans called the Work Session of the Flagstaff City Council held September 25, 2018, to order at 6:04 p.m.

2. Review of Draft Agenda for the October 2, 2018 City Council Meeting

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

None

3. Airport Master Plan Final Document

Airport Director Barney Helmick stated that the Airport Master Plan is a requirement of FAA and is part of a national system that allows them to financially plan for funding. Mr. Helmick introduced Matt Quick with Coffman and Associates who provided a PowerPoint Presentation that covered the following:

WHY AN AIRPORT MASTER PLAN?
MASTER PLAN PROCESS
METHODS OF STUDY INVOLVEMENT
PUBLIC INFORMATION WORKSHOPS
AIRPORT ROLE
FORECAST SUMMARY
RECOMMENDED MASTER PLAN CONCEPT
RECOMMENDED MASTER PLAN CONCEPT TERMNAL AREA PLAN
CAPITAL IMPROVEMENT PROGRAM
AIRPORT LAYOUT PLAN – APPROVED BY THE FAA
TOTAL ECONOMIC BENEFITS: $200 MIL.
DIRECT ON-AIRPORT BENEFITS: $112.8 MIL.

Vice Mayor Whelan asked if there are surveys with people who use the airport.

Mr. Helmick stated that right now the airport gets pretty good feedback but there are a few things that people would like to see. He is most curious about what things will look like a year from now with the addition of a second airline with much larger planes carrying many more people than before.

Economic Vitality Director Heidi Hansen added that there are things coming up that will address some of the needs for the airport regarding the addition of the new airline.

Councilmember Barotz asked about the parking at the airport and if grant funding can be used for building improvements. Mr. Helmick stated that staff presented a plan to the Budget Committee last year for a three-year parking plan, that plan was based on the land sale at the airport which unfortunately did not happen. With regards to the grants, there are some buildings that are eligible, but the funding is limited; about $3.65 billion to split between every airport in the country. There is a ranking and runways and safety are the highest priority. There is a supplemental grant out there, but it is not fitting into the current timeline.

4. Climate Action and Adaptation Plan: Draft Review #1

Sustainability Specialist Jenny Neiman provided a PowerPoint presentation that covered the following:

PLAN REVIEW SCHEDULE
PLAN REVIEW TOPICS
AGENDA
WHY WE ARE HERE
CLIMATE CHANGE IS HERE
COMPARED TO TODAY, BY 2050 WE CAN EXPECT
VULNERABILITY CONSIDERATIONS
CLIMATE PLANS HAVE MANY BENEFITS
MITIGATION MEANS CONSIDERING OUR CONTRIBUTIONS
ADAPTATION MEANS PREPARING FOR WHAT'S COMING

PLAN OBJECTIVES
PLAN TIMELINE
COMMUNITY CONVERSATIONS
UPCOMING COMMUNITY CONVERSATIONS
WHAT IS THE POTENTIAL FOR IMPACT?
POTENTIAL IMPACT: FLAGSTAFF'S GREENHOUSE GAS EMISSIONS
FOCUS AREA REVIEW
CAAP FOCUS AREAS
CAAP FOCUS AREA STRUCTURE
ENERGY FOCUS AREA GOALS
GOAL 1
GOAL 2
GOAL 3
ENERGY FOCUS AREA STRATEGIES
STRATEGY E-1
STRATEGY E-2
STRATEGY E-3
TRANSPORTATION AND LAND USE GOALS
GOAL 1
GOAL 2
GOAL 3
GOAL 4
GOAL 5
TRANSPORTATION AND LAND USE STRATEGIES
STRATEGY TLU-1

Mayor Evans stated that there are conflicts in what the City wants and what it will get. Ms. Neiman acknowledged that there will have to be trade-offs and it is important to have the community conversations about values to determine what the trade-offs will be in terms of maximizing results with existing resources and ability. It will be important to work closely with Community Development and be involved in the development of the new Regional Plan.

STRATEGY TLU-2
STRATEGY TLU-3
STRATEGY TLU-4
STRATEGY TLU-5
STRATEGY TLU-6
NEXT STEPS
COMMUNITY PLAN REVIEW

Councilmember Odegaard asked how much the Plan is going to cost. Ms. Neiman stated that the Plan discusses funding in later chapters but right now there are no estimates of all the policies and as new policies come through those costs will be determined. Councilmember McCarthy suggested discussing what the cost would be to implement the Plan fully, what the cost would be if it was not implemented, and the savings associated with implementation.

The following individuals addressed Council regarding the Climate Action and Adaptation Plan:

- Joe Shannon
- Dara Marks Marino
- Rick Moore
- Andy Fernandez

The following comments were received:

- The Plan is important from a resource standpoint and it should be fully funded.
- The Plan should have been worked into the work of the Citizens' Transportation Tax Commission.
- There are aspects of the Plan that will make it more affordable to live in Flagstaff.
- The Plan encompasses input and information from a diverse group of stakeholders.
- The Plan falls short in the Energy and Transportation Sections.
- There is concern about the lack of a more detailed implementation plan.
- Develop and implement a clear financial strategy to implement the Plan fully.
- A permanent funding mechanism needs to be put in place.
- Flagstaff is a leader in responding to climate change and this Plan is a result of that.

Written comments regarding the Climate Action and Adaptation Plan were submitted by the following:

- Kyle England
- Miles Dunlap
- Garrett Heidrick
- Jake Washburn
- Laura Diaz
- Taylor Asher
- Emily Haworth
- Dustin Kebble
- Kelly Bessem
- Chris Kocay
- Matthew Ruiz
- Martha Johnson
- Tristan Smit
- Christina Lizzo
- Elizabeth Lancione
- Garrett Heidrick

5. Renewable Energy and Bike Share Update

Sustainability Manager Nicole Woodman provided a PowerPoint presentation that covered the following:

RENEWABLE ENERGY AND BIKE SHARE UPDATE
UPDATES
ENERGY PLANNING
CHANGING ENERGY LANDSCAPE?
RENEWABLE ENERGY GOALS
ENERGY CONSUMPTION PROFILE
RENEWABLE ENERGY OPTIONS: CITY
RENEWABLE ENERGY OPTIONS: COMMUNITY
PATH TO INCREASED RENEWABLE ENERGY

Janet Dean addressed the Council about a solar community program being developed that is designed around enhanced solar to benefit lower to middle income customers. It is a customer assistance program that offers customers credits on their bill for solar generation and an opportunity to apply for assistance to have solar panels installed on their home.

Vice Mayor Whelan left the meeting at 7:48 p.m.

BIKE SHARE
BIKE SHARE PILOT
COMMUNITY SURVEY – SINCE APRIL 120 RESPONDENTS
PATH FORWARD

6. Public Participation

Deborah Harris addressed Council and offered appreciation to the Flagstaff Police Department for their assistance with some challenges in the Southside neighborhood. She stated that the Southside Community Association will be installing the first Chess Park in Flagstaff. All the materials were donated by Blocklite, and Agassiz Landscaping will be doing the installation.

Renee Valenzuela addressed Council with concerns about noise and offensive music from The Mayor restaurant in the Southside.

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

Councilmember Odegaard asked the City Manager to work with staff to look into the noise issues at The Mayor.

Councilmember Odegaard stated that a citizen recently sang the National Anthem at a Council Meeting and he suggested that there be other opportunities to recognize the talents of citizens throughout the community.

Councilmember Barotz reported that she attended the Big Sing event and it was an amazing event that she hopes will continue for years to come.

Councilmember McCarthy stated that he read a proclamation for the International Peace Day event.

Mayor Evans requested a FAIR item to conduct a demonstration concert at Wheeler Park at the new 75 decibel levels.

Councilmember McCarthy added that he has arranged to do some sound testing at the upcoming Cornucopia Festival and he also took some data from Pickin in the Pines event. He is working with the consultant to input additional data and revising the report.

8. Adjournment

The Flagstaff City Council Work Session of September 25, 2018, adjourned at 8:12 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on September 25, 2018. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 2nd day of July, 2019.

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, OCTOBER 2, 2018
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
4:30 P.M. AND 6:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Evans called the meeting of the Flagstaff City Council held October 2, 2018, to order at 4:30 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR WHELAN (telephonically)	
COUNCILMEMBER BAROTZ	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER OVERTON	
COUNCILMEMBER PUTZOVA	

Others present: Interim City Manager Barbara Goodrich and City Attorney Sterling Solomon.

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

The Council and audience recited the pledge of allegiance and Councilmember Odegaard read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes**: City Council Work Session of February 26, 2018; Regular Meeting of July 3, 2018; Special Meeting of August 7, 2018; Special Meeting (Executive Session) of September 4, 2018; Special Meeting (Executive Session) of September 11, 2018; and Special Meeting (Executive Session) of September 25, 2018.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Charlie Odegaard to approve the minutes of the City Council Work Session of February 26, 2018; Regular Meeting of July 3, 2018; Special Meeting of August 7, 2018; Special Meeting (Executive Session) of September 4, 2018; Special Meeting (Executive Session) of September 11, 2018; and Special Meeting (Executive Session) of September 25, 2018.

Vote: 7 - 0 - Unanimously

5. PUBLIC PARTICIPATION

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

Rebecca Derenberger addressed Council thanking them for the Proclamation and dedication of the Peace Pole. She also thanked Mark DiLucido who went to the Hopi Council to get approval to place the pole at Heritage Square. She stated that she hopes the community will take heart and find peace.

6. LIQUOR LICENSE PUBLIC HEARINGS

Mayor Evans opened the public hearing.

Police Sergeant Collin Seay provided a brief description of each application.

There being no public comment, Mayor Evans closed the public hearing.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Celia Barotz to forward items 6A through 6C to the State with a recommendation of approval.

Vote: 7 - 0 - Unanimously

A. **Consideration and Action on Liquor License Application:** Jarunee Krathinthong, "Go Sushi", 1411 S. Milton Rd., Series 12 (restaurant), New License.

B. **Consideration and Action on Liquor License Application:** Cory Farley, "Lone Spur Cafe", 1300 S. Milton Rd. Suite 101-105, Series 12 (restaurant) New License.

C. **Consideration and Action on Liquor License Application:** Paul Moir, "Proper Meats & Provisions", 110 E. Route 66, Series 12 (restaurant) New License, and Series 7 (beer and wine bar) Location Transfer.

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.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Celia Barotz to approve all Consent Items.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Contract:** Facility On-Call Professional Construction & Maintenance Services for General Contracting, Electrical, Flooring, HVAC Controls, HVAC Mechanical, Painting, Roofing and Snow Removal

1. Approve the twenty-five (25) On-Call Facilities Construction & Maintenance Service Contracts to the following firms:
    - (5) General Contracting: Core Construction Services, FCI, Loven Contracting, SDB and Wespac
    - (4) Electrical: Goodman Electric, Patton Electric, NJ Shaum & Son and Spectra Electric
    - (3) Flooring: Double J, Flag Builders and R. Jumbo
    - (1) HVAC Controls: IMCOR
    - (3) HVAC Mechanical: HACI, IMCOR and Pueblo Mechanical
    - (3) Painting: Dark Sky, Flag Builders and Major League
    - (2) Roofing: Flag Builders and Maximum Roofing
    - (4) Snow Removal: AZ Snow Removal, Dark Sky, Flag Builders and Maximum Roofing
2. Authorize the City Manager to execute the necessary documents

B. **Consideration and Approval of Contract:** Utilizing a cooperative purchase contract with the State of Arizona to purchase two (2) Chevrolet Silverado 3/4-ton 4x4 cab/chassis with utility bodies from Courtesy Chevrolet and Drake Equipment.

1. Approve the cooperative purchase contract for two (2) Chevrolet Silverado 3/4-ton cab/chassis with utility bodies from Courtesy Chevrolet and Drake Equipment in the total amount of $79,795.42; and
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Cooperative Contract:** Approval of a lease-purchase option/buyback of a Caterpillar 826K Landfill Compactor and the lease-to-own of accompanying software and equipment through a Cooperative Purchase Contract between the City of Tucson, Arizona and Caterpillar, Inc.

1. Approve the lease-puchase option/buyback of a Caterpillar 826K Landfill Compactor from Empire Machinery/Caterpillar Financial Services Corporation in four annual payments of $161,103.81, at an interest rate of 5.54991%, plus applicable taxes; and
2. Approve the lease-to-own of a Trimble GPS machine control from SITECH in the total amount of $117,016.12, plus applicable taxes; and
3. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** On-Call Professional Water, Wastewater, and Energy Engineering Consulting Services.

1. Approve the eleven (11) On-Call Engineering Consulting Service Contracts for Water Treatment, Wastewater Treatment and Energy Efficiency to the following firms;
   - (4) Water Treatment: Brown & Caldwell, Carollo, NCS and Tata & Howard
   - (4) Wastewater Treatment: Black & Veatch, Brown & Caldwell, Carollo and Water Works Engineering
   - (3) Energy Engineering: NCS Engineering, Tata & Howard and Wendel
2. Authorize the City Manager to execute the necessary documents

8. ROUTINE ITEMS

A. **Consideration and Approval of Cooperative Contract:** Approve the purchase of three (3) new trailer mounted Caterpillar C13 350KW generator sets from Empire Power Systems under a cooperative purchase agreement with Caterpillar Inc.

Water Production Manager Brian Huntzinger provided a PowerPoint presentation that covered the following:

STAND-BY POWER AT WATER PRODUCTION FACILITIES – UPDATE
PHASED APPROACH
RAW WATER PUMP STATION & LAKE MARY TREATMENT PLANT
RAILROAD SPRINGS BOOSTER STATION & NORTH RESERVOIR FILTRATION PLANT
350KW GENERATOR CONNECTED AT THE NORTH RESERVOIR FILTRATION PLANT
CONTRACT APPROVAL

Mr. Huntzinger stated that Council directed policy is to provide a minimum of seven million gallons per day. With the generators this minimum supply requirement would be able to be achieved.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to approve the purchase of three (3) new trailer mounted Caterpillar C13 350KW generator sets from Empire Power Systems under a cooperative purchase agreement with Caterpillar Inc; and authorize the City Manager to execute the necessary documents

Vote: 7 - 0 - Unanimously

B. **Consideration of Ratifying the Grant Agreement:** Ratify the Grant Agreement between the City of Flagstaff and the U.S. Department of Transportation, Federal Aviation Administration to acquire an Aircraft Rescue & Fire Fighting Vehicle and Ancillary Equipment.

Grants and Contracts Manager Stacey Brechler-Knaggs offered that the grant is to acquire the Aircraft Rescue and Fire Fighting Vehicle at the Airport. The grant had to be submitted by September 18, 2018 which is why Council is being asked to ratify that action now.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to ratify the Grant Agreement with Federal Aviation Administration (FAA) in the amount $850,000 to acquire an Aircraft Rescue & Fire Fighting Vehicle (ARFF) and Ancillary Equipment.

Vote: 7 - 0 - Unanimously

C. **Consideration and Approval of Purchase:** From Rosenbauer Minnesota, LLC of an Aircraft Rescue and Fire Fighting Vehicle for the City of Flagstaff Airport.

Aircraft Rescue and Fire Fighting Manager Tim Skinner stated that the requested vehicle will help with preparation and emergency response at the Airport.

Grants and Contracts Manager Stacey Brechler-Knaggs stated that the Federal Aviation Administration grant award is for 91.06% of the cost; Arizona Department of Transportation and the City of Flagstaff each pay 4.47% of the cost.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Charlie Odegaard to pprove the purchase of an Aircraft Rescue and Fire Fighting Vehicle from Rosenbauer Minnestoa, LLC in the amount of $ 709,660.62 with U.S. Department of Transportation, Federal Aviation Administration grant funds; and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

RECESS

The 4:30 p.m. portion of the October 2, 2018, Regular Council Meeting recessed at 4:50 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Evans reconvened the Regular Meeting of November 2, 2018, at 6:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this 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.

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR WHELAN (telephonically)	
COUNCILMEMBER BAROTZ	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER OVERTON	
COUNCILMEMBER PUTZOVA	

Others present: Interim City Manager Barbara Goodrich and City Attorney Sterling Solomon.

10. PLEDGE OF ALLEGIANCE

The Council and audience recited the pledge of allegiance.

11. PUBLIC PARTICIPATION

Holly Stahl presented the Council with a petition signed by 26 people asking that the City allow free parking downtown for First Friday Art Walk.

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

13. REGULAR AGENDA

A. Discussion and direction regarding potential Intergovernmental Agreement: Discussion and direction to staff regarding a possible Intergovernmental Agreement (IGA) between the City of Flagstaff and Coconino County related to proposals to provide animal shelter services.

Deputy Police Chief Walt Miller provided a PowerPoint presentation that covered the following:

ANIMAL SHELTER SERVICES
SUMMARY
SECOND CHANCE BUILDING – 1665 N. HIGHWAY 89
REQUEST FOR PROPOSALS (RFP) PROCESS
CONCERNS

Councilmember Putzova stated that there is additional travel time for Animal Control and Police Officers; she asked if there are other staff besides law enforcement who can help with transportation. Deputy Chief Miller stated that there are ongoing conversations about how this could be addressed should it become an issue; possibly have Police Aides provide transportation or create a temporary drop-off site and contract with a vendor to provide transportation.

Councilmember Overton stated that as the community has grown it has seen an increased need for services. What is most appealing about the proposal is the newer and larger facility, he asked if there will be more services than what is currently available. Deputy Chief Miller stated that the scope of service will stay the same and they hope that over time it will expand.

A majority of Council was in support of moving forward with an Intergovernmental Agreement with Coconino County for Animal Shelter Services.

B. Consideration and Adoption of Resolution No. 2018-45: A resolution of the City Council of the City of Flagstaff, Arizona declaring the second Monday of October as Indigenous Peoples' Day in the City of Flagstaff.

Ms. Goodrich addressed the Council giving a brief history of the resolution. The last direction from Council was to meet with the Indigenous Circle of Flagstaff and draft a new resolution that is supported by both groups.

Councilmember McCarthy stated that he is generally supportive of the resolution but has concerns about the whereas statement that states that the observation of Columbus Day is a celebration of genocide against indigenous people. He feels that it is a negative statement that is contrary to unifying the community.

The following individuals addressed Council regarding the resolution declaring Indigenous Peoples' Day:

- Dr. Robert Breunig
- John Viktora
- Chris Jocks
- Robyn Jackson
- Bonn Baudelaire
- Makaius Marks
- Darrell Marks

The following comments were received:

- Supportive of declaring Indigenous Peoples' Day in Flagstaff.
- Columbus did not discover anything, he stumbled across a land filled with indigenous people.
- Columbus' actions led to 500 years of horrible acts against the indigenous people.
- Flagstaff is next to the largest reservation and has the largest population of indigenous people.
- Flagstaff should honor indigenous people and have conversations about healing the wounds of the past.
- The word genocide is negative, but it is a tiny word in comparison to what happened to the indigenous people.
- There is nothing positive about how the indigenous people were treated.
- The celebration of Columbus Day is a celebration of holocaust against indigenous people.
- The Pledge of Allegiance calls for freedom and justice for all, when does that begin?
- This resolution will not erase history or fix the injustice, it will not replace ignorance for knowledge, it will not establish knowledge and resources to help the people who suffer, but this resolution will open a path to acknowledgement and important relationships with indigenous people.
- The points in the resolution were created from the input of people with different qualities.
- Many people, young and old, have worked a long time for this recognition.
- Please pass the resolution.
- I oppose the resolution because not enough has been done to attribute this declaration to the City Council.
- Council should not pass the resolution until it has taken action to discontinue the sale of wastewater to the Snowbowl and get rid of the no camping ordinance.
- There is a lot of work to be done to honor the words we put on paper.
- This is just the beginning and we will continue to voice our hardships, our failures, our successes, and our celebrations.
- This is the community's recommendation.
- One drop of water creates ripples and changes the world.
- Many of us are looking forward to this day to celebrate who we are and no longer hide away.
- Our young people can celebrate and honor who they are.
- There is a lot of work still to be done and relationships that need to be mended but we are building a community and setting the foundation in place for our young people who are inheriting our decisions.

- Take a step forward, make a decision so we can start working on real resolutions and building the foundation of respect.
- Building a stronger community means hearing the truth even if it comes painfully. Don't ignore those truths or say they don't exist, acknowledging those painful truths allows for growth and change.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Eva Putzova to read Resolution No. 2018-45 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING THE SECOND MONDAY OF OCTOBER AS INDIGENOUS PEOPLES' DAY IN THE CITY OF FLAGSTAFF

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2018-45.

Vote: 7 - 0 - Unanimously

14. COUNCIL LIAISON REPORTS

Councilmember Overton stated that NAIPTA General Manager Jeff Meilbeck's last day at NAIPTA was last Friday and Ms. Erika Mazza has taken on the role of General Manager yesterday.

15. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Vice Mayor Whelan to place on a future agenda a discussion about policy related to the life of the landfill and the organic waste that goes there.

Two members of Council were in favor of moving the item forward

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember McCarthy to place on a future agenda a discussion about Thunder Over Flagstaff and the appropriateness of the event.

Councilmember McCarthy stated that he had several positive conversations with the organizer of the Thunder over Flagstaff event and the suggestion from them is to continue the event but to change the flight patterns, so they are not so close to the surrounding neighborhoods.

Councilmember McCarthy withdrew his FAIR request because the issues have been resolved.

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

Councilmember Putzova stated that today is the one-year anniversary of Frankie Madrid's death. She believes that he died because of the cruel immigration policies of the country. She recognized Frankie Madrid, his family, and his friends.

Councilmember Odegaard shared that this coming Friday is the Greater Flagstaff Region Fire Graduation, there are four City of Flagstaff firefighters and five Summit firefighters who will be graduating.

Mayor Evans stated that October is Domestic Violence Month; one in three women and one in four men are victims of domestic violence.

17. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held October 2, 2018, adjourned at 7:00 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on October 2, 2018. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 2nd day of July, 2019.

_____
CITY CLERK

COMBINED SPECIAL MEETING/WORK SESSION
TUESDAY, OCTOBER 9, 2018
COUNCIL CHAMBERS
211 WEST ASPEN AVE.
6:00 P.M.

SPECIAL COUNCIL MEETING

1. Call to Order

Mayor Evans called the Special Meeting of the Flagstaff City Council held October 9, 2018, to order at 6:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Pledge of Allegiance and Mission Statement

The Council and audience recited the pledge of allegiance and Councilmember Odegaard read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. ROLL CALL

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

PRESENT:	ABSENT:
MAYOR EVANS	COUNCILMEMBER BAROTZ
VICE MAYOR WHELAN	COUNCILMEMBER PUTZOVA
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER OVERTON	

Others present: Interim City Manager Barbara Goodrich and City Attorney Sterling Solomon.

4. Public Participation

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

None

5. Consideration of Appointment and Approval of Agreement: City Manager.

Moved by Councilmember Scott Overton, **seconded by** Vice Mayor Jamie Whelan to appoint and approve the agreement for Barbara Goodrich as the City Manager effective October 13, 2018 for the City of Flagstaff.

Vote: 5 - 0 - Unanimously

6. Adjournment

The Flagstaff City Council Special Meeting of October 9, 2018, adjourned at 6:03 p.m.

WORK SESSION

1. Call to Order

Mayor Evans called the Work Session of the Flagstaff City Council held October 9, 2018, to order at 6:03 p.m.

2. Review of Draft Agenda for the October 16, 2018 City Council Meeting

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

Vice Mayor Whelan asked about Consent Item 8-D. She asked why the City would be entering into an agreement to determine how effectively the Rio de Flag works or does not work without first cleaning out the Rio to get the best possible baseline. Water Services Director Brad Hill offered that the purpose of the grant is not directly related to the actual infrastructure but rather to add information to the hydrology model. It will allow the City to gain more specific information about precipitation. He will be prepared to better explain the purpose of the study and address the question at the meeting next week.

3. Climate Action and Adaptation Plan: Draft Review #2

Public Works Director Andy Bertelsen introduced Sustainability Specialist Jenny Niemann and Sustainability Manager Nicole Antonopoulos.

Ms. Neiman provided a PowerPoint presentation that covered the following:

CLIMATE ACTION AND ADAPTATION PLAN: DRAFT REVIEW #2
AGENDA
WHY WE ARE HERE: PLAN OBJECTIVES
REVIEW AND FEEDBACK: ENERGY TRANSPORTATION AND LAND USE
PLAN REVISIONS BASED ON FEEDBACK
TRANSPORTATION AND LAND USE CHALLENGES
MATRIX
BALANCING PRIORITIES
GOALS AND CHALLENGES
UPCOMING ADJUSTMENTS THROUGH CODE CHANGES
CLIMATE PLAN ACTIONS SUPPORT THIS TRANSITION – AND CAN EASE TENSIONS

Councilmember Overton asked what the Transportation Demand Management Program was. Ms. Neiman stated that the program looks at the demand side of transportation and how to reduce the demand for driving and parking. It will be looking at things like what a new development could do to reduce the need for parking spaces.

Mayor Evans indicated that the Transportation Demand Management Program is required by developers, she asked how that is monitored and enforced. Ms. Neiman stated that the idea was brought up as part of the High Occupancy Housing Plan which addresses the enforcement element.

ADDITIONAL STRATEGIES
FOCUS AREA REVIEW
CAAP FOCUS AREAS
NATURAL ENVIRONMENT
GOALS AND INDICATORS
STRATEGIES
WATER RESOURCES
GOALS AND INDICATORS
STRATEGIES

Mayor Evans stated that there is discussion about potable water and the use and measurement of potable water; she asked why there is no measurement of non-potable water in the same way even though there have been discussions about the value of non-potable water. Ms. Neiman stated that they have been discussing the issue with Water Resources and they would like to measure non-potable water in the same ways as potable water so the energy used to produce both can be compared.

WASTE AND CONSUMPTION
GOALS
STRATEGIES
ECONOMIC PROSPERITY AND RECREATION
GOALS AND INDICATORS
STRATEGIES

Mayor Evans asked how the Plan connects with economic development and business attraction strategies and goals. Ms. Neiman stated that the plan includes clean technology and renewable energy companies.

NEXT STEPS
COMMUNITY PLAN REVIEW

The following individuals addressed Council regarding the Climate Action and Adaptation Plan:

- John Kaltenstein
- Joe Shannon

The following comments were received:

- The federal government is shirking its responsibilities with regard to climate change issues.
- Flagstaff has the tools available for economic incentives and regulations.
- A funding mechanism is absolutely key.
- Boulder, Colorado has established a climate action plan tax with different categories based on entity type.
- The Sierra Club is fully in support of the Plan.
- By 2030 things are going to change drastically and now is the time to act.
- The way to make this Plan work is to incentivize action.

Written comment cards regarding the Climate Action and Adaptation Plan were submitted by the following individuals:

- Garrett Heidrick
- Tayler
- Emily Haworth
- Jake Washburn
- Chris Kocay
- Miles Dunlap
- Dustin Kebble
- Kyle England
- Tristan Smit
- Elizabeth Lancione
- Christina Lizzo
- Kelly Bessem

4. Discussion of the McMillan Mesa Natural Area Major Plan Amendment Proposal and Public Hearing Process

Comprehensive Planning Manager Sara Dechter provided a PowerPoint presentation that covered the following:

MCMILLAN MESA NATURAL AREA
WHAT IS PROPOSED?
FRP30 AREA TYPES
ROAD NETWORK CHANGES

Mayor Evans asked if when Ponderosa Parkway is completed there will be a major road that

everyone can access. Ms. Dechter replied yes it would be fulltime public access.

Vice Mayor Whelan indicated that the community came out strongly against Ponderosa Parkway crossing over the area. Ms. Dechter acknowledged that they did hear the community about their concerns about the traffic on Pine Cliff Drive and the Traffic Department will continue to work with the neighborhood to monitor and address any safety issues that may arise as a result of the increased traffic.

Vice Mayor Whelan asked if the amendments to the Regional Plan will remove the connection of Ponderosa Parkway completely and if it can come back if the community finds that there is too much traffic through the area. Ms. Dechter stated that Proposition 413 did not change the Regional Plan or the Zoning Code, it only passed an ordinance about how the City can sell or use the property. Council's direction was to see consistency between the Regional Plan and Proposition 413 and the amendment provided here is only optional. In order for the City to build a major road, State law requires that it be shown in the Regional Plan, understanding this, Ponderosa Parkway can be amended back in just as it can be amended out. The reason staff is proposing the removal of Ponderosa Parkway connection from the Regional Plan is because Proposition 413 restricts the City's ability to construct the road, taking it out of the plan means that the next Regional Plan update will look at other solutions.

Mayor Evans stated that if the connection was left as is in the Regional Plan it would just be a conflict but would allow for a future conversation when the Regional Plan is next updated. Ms. Dechter stated that the removal of the connection is optional and the decision rests with the Council.

Ms. Dechter stated that the public hearing and possible action is scheduled for next Tuesday, October 16, 2018.

5. Public Participation

None

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

Councilmember Odegaard thanked the Police Department for their professional demeanor in a recent situation that was very tense.

Ms. Goodrich thanked Councilmember Odegaard and Vice Mayor Whelan for attending the Fire Graduation. She also reported that the Star Party event last weekend was a very nice event.

7. Adjournment

The Flagstaff City Council Work Session of October 9, 2018, adjourned at 7:33 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on October 9, 2018. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 2nd day of July, 2019.

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JANUARY 29, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
4:00 P.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) to order at 4:02 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Barbara Goodrich and City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 4:03 p.m.

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

i. Revised Development Agreement for Pine Canyon

ii. Little Colorado River Adjudication Update

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

i. Navajo-Hopi Land Implementation Act

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held January 29, 2019, reconvened into Open Session at 5:50 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, FEBRUARY 12, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
2:00 P.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) to order at 2:00 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Barbara Goodrich and City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 2:01 p.m.

A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. Section 38-431.03(A)(1).

i. On-Call Magistrates

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

i. Hopi/Snowbowl Litigation

ii. Little Colorado River Adjudication Update

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

i. Navajo-Hopi Land Implementation Act

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held February 12, 2019, reconvened into Open Session at 5:00 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, FEBRUARY 26, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
2:30 P.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) to order at 2:30 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI (arrived at 2:36 p.m.)	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Barbara Goodrich and City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jamie Whelan to recess into Executive Session.

Vote: 6 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 2:31 p.m.

Mayor Evans re-ordered the agenda in the following order 4A-i, 4A-ii, 4B-i, then 4A-iii.

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

i. Discussion, consultation and instruction on pending and potential litigation.

ii. Legal advice regarding document preservation and attorney/client privilege.

iii. Hopi/Snowbowl Litigation

B. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. Section 38-431.03(A)(1).

i. City Manager Recruitment Process

The Flagstaff City Council recessed Executive Session at 5:42 p.m. and reconvened into Executive Session at 9:13 p.m.

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held February 26, 2019, reconvened into Open Session at 10:01 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, MARCH 5, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
BETWEEN THE 4:30 P.M. AND 6:00 P.M.
PORTIONS OF THE REGULAR MEETING

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) to order at 4:40 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Barbara Goodrich and Human Resources Director Shannon Anderson.

3. Recess into Executive Session

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 4:41 p.m.

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body and discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to

A.R.S. Section 38-431.03(A)(3) and (1) respectively.

i. City Manager Recruitment Process

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held March 5, 2019, reconvened into Open Session at 5:40 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, MARCH 12, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
5:30 P.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) to order at 5:30 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Barbara Goodrich and Human Resources Director Shannon Anderson.

3. Recess into Executive Session

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 5:31 p.m.

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body and discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. Section 38-431.03(A)(3) and (1) respectively.

i. City Manager Recruitment Process

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held March 12, 2019, reconvened into Open Session at 5:56 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
FRIDAY, MARCH 15, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
10:00 A.M.

1. Call to Order

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Barbara Goodrich and Human Resources Director Shannon Anderson.

3. Recess into Executive Session

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

Vote: 7 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 10:01 a.m.

A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. Section 38-431.03(A)(3).

i. City Manager Recruitment Process

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held March 15, 2019, reconvened into Open Session at 5:45 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, MARCH 19, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
3:00 P.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) to order at 3:01 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS VICE MAYOR SHIMONI COUNCILMEMBER MCCARTHY COUNCILMEMBER ODEGAARD COUNCILMEMBER SALAS COUNCILMEMBER WHELAN	COUNCILMEMBER ASLAN

Others present: City Manager Barbara Goodrich and City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 6 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 3:02 p.m.

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

i. Hopi/Snowbowl Litigation

ii. Litigation Update

B. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting; discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(1), (3) and (4), respectively.

i. City Manager Recruitment and Negotiations

The Flagstaff City Council recessed Executive Session at 4:30 p.m. and reconvened into Executive Session at 5:50 p.m.

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held March 19, 2019, reconvened into Open Session at 5:55 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
THURSDAY, MARCH 21, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
11:00 A.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) to order at 11:00 a.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD (arrived at 11:45 a.m.)	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Barbara Goodrich and Human Resources Director Shannon Anderson.

3. Recess into Executive Session

Moved by Councilmember Regina Salas, **seconded by** Councilmember Austin Aslan to recess into Executive Session.

Vote: 6 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 11:01 a.m.

A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting; discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its

attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(1), (3) and (4), respectively.

i. City Manager Recruitment and Negotiations

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held March 21, 2019, reconvened into Open Session at 12:09 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, MARCH 26, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
5:00 P.M.

1. Call to Order

Vice Mayor Shimoni called the Special Meeting (Executive Session) to order at 5:03 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS (telephonically)	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN (arrived at 5:05 p.m.)	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS (telephonically)	
COUNCILMEMBER WHELAN (telephonically)	

Others present: City Manager Barbara Goodrich and City Attorney Sterling Solomon.

3. Recess into Executive Session

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

Vote: 6 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 5:04 p.m.

A. Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

i. Hopi/Snowbowl Matter

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held March 26, 2019, reconvened into Open Session at 5:36 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, APRIL 2, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
3:00 P.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) to order at 3:00 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Barbara Goodrich and City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 3:01 p.m.

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

i. Verizon Appeal

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held April 2, 2019, reconvened into Open Session at 3:48 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, APRIL 9, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
4:30 P.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) to order at 4:31 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS COUNCILMEMBER ASLAN COUNCILMEMBER MCCARTHY COUNCILMEMBER ODEGAARD COUNCILMEMBER SALAS COUNCILMEMBER WHELAN	VICE MAYOR SHIMONI

Others present: City Manager Barbara Goodrich and Human Resources Director Shannon Anderson.

3. Recess into Executive Session

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 6 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 4:32 p.m.

A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. Section 38-431.03(A)(1).

i. City Manager Recruitment Process

ii. City Attorney Evaluation Process

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held April 9, 2019, reconvened into Open Session at 5:16 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, APRIL 16, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
3:00 P.M.

1. Call to Order

Vice Mayor Shimoni called the Special Meeting (Executive Session) to order at 3:00 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS (arrived at 3:41 p.m.)	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Barbara Goodrich and City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to recess into Executive Session.

Vote: 6 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 3:01 p.m.

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

i. Ordinance on Keep Families Free and Together

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held April 16, 2019, reconvened into Open Session at 5:59 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, APRIL 30, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
4:00 P.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) to order at 4:00 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Barbara Goodrich and City Attorney Sterling Solomon.

3. Recess into Executive Session

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

Vote: 7 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 4:01 p.m.

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

i. Legal advice regarding lease agreement between the City of Flagstaff and Theatrikos, Inc.

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

i. Use of Temporary Flag Pole Consistent with Council Goals

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held April 30, 2019, reconvened into Open Session at 5:41 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, MAY 7, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
3:00 P.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) to order at 3:01 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS COUNCILMEMBER ASLAN (arrived at 3:03 p.m.) COUNCILMEMBER MCCARTHY COUNCILMEMBER ODEGAARD COUNCILMEMBER SALAS	VICE MAYOR SHIMONI COUNCILMEMBER WHELAN

Others present: City Manager Barbara Goodrich and City Attorney Sterling Solomon.

3. Recess into Executive Session

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

Vote: 4 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 3:02 p.m.

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

i. Legal advice regarding lease agreement between the City of Flagstaff and Theatrikos, Inc.

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held May 7, 2019, reconvened into Open Session at 3:41 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, MAY 14, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
4:00 P.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) to order at 4:00 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Barbara Goodrich and Human Resources Manager Shauna Fisher.

3. Recess into Executive Session

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 4:01 p.m.

A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. Section 38-431.03(A)(1).

i. City Attorney Evaluation

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held May 14, 2019, reconvened into Open Session at 5:47 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, MAY 28, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
2:00 P.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) to order at 2:00 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN (telephonically)	

Others present: City Manager Barbara Goodrich and City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 2:01 p.m.

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

i. City Sidewalk Program

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body; discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation; discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(3), (4) and (7), respectively.

i. Legal Advice on potential detention pond Development Agreement involving drainage near Wildwood Hills Subdivision/Wanderland Campground and real estate options

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

i. City Code Updates re: Electric Bike/Electric Scooters

D. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. §38-431.03(A)(1).

i. City Manager Recruitment

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held May 28, 2019, reconvened into Open Session at 5:19 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JUNE 4, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
3:00 P.M. AND
BETWEEN THE 4:30 P.M. AND 6:00 P.M.
PORTIONS OF THE AGENDA

1. Call to Order

Vice Mayor Shimoni called the Special Meeting (Executive Session) to order at 3:01 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS (telephonically at 3:10 p.m.)	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Barbara Goodrich and City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Charlie Odegaard to recess into Executive Session.

Vote: 6 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 3:02 p.m.

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

i. Legal advice regarding prosecution processes

ii. Legal advice regarding Canyon del Rio Development Agreement and Negotiation of Agreement

5. Recess

The 3:00 p.m. portion of the Special Meeting (Executive Session) of the Flagstaff City Council reconvened into Open Session at 4:22 p.m. at which time the meeting adjourned.

6. Call to Order

Vice Mayor Shimoni called the Special Meeting to order at 5:49 p.m.

7. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS (telephonically)	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Barbara Goodrich and City Attorney Sterling Solomon.

8. Recess into Executive Session

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Charlie Odegaard to recess into Executive Session.

Vote: 7 - 0 - Unanimously

9. Executive Session:

The Flagstaff City Council recessed into Executive Session at 5:50 p.m.

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

i. Legal advice/litigation consultation regarding Taylor v. Flagstaff

10. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held June 4, 2019, reconvened into Open Session at 5:59 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JUNE 11, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
3:30 P.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) to order at 3:31 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN (arrived at 3:33 p.m.)	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Barbara Goodrich and City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to recess into Executive Session.

Vote: 6 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 3:32 p.m.

A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. Section 38-431.03(A)(1).

i. Judical Appointments

ii. City Attorney Reappointment

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body; discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation; discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(3), (4) and (7), respectively.

i. Legal Advice on potential detention pond Development Agreement involving drainage near Wildwood Hills Subdivision/Wanderland Campground and real estate options

C. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

i. Legal advice regarding pending litigation (Turner v. Flagstaff) and possible settlement

D. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. Section 38-431.03(A)(1).

i. City Manager Recruitment

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held June 11, 2019, reconvened into Open Session at 5:43 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JUNE 18, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
2:00 P.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) to order at 2:02 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Barbara Goodrich and City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 2:03 p.m.

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

i. City Code Updates re: Electric Bike/Electric Scooters

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

i. Legal advice/litigation consultation regarding Taylor v. Flagstaff

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held June 18, 2019, reconvened into Open Session at 2:47 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

7. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	06/26/2019
Meeting Date:	07/02/2019

TITLE:

Consideration and Action on Liquor License Application: John Peasley, "Grand Canyon Brewing Company," 1800 S. Milton Road #11, Series 06 and Series 03, Location/Owner Transfer and 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 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. The applicant is requesting to stack two licenses at this location: a Series 06 (bar) and a Series 03 (microbrewery).

A Series 06 license allows a bar retailer to sell and serve spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. Series 06 (bar- all spirituous liquor) licenses are obtained through the person and/or location transfer of an existing license from another business. This transfer is from John Zanzucchi from Zuke & Zuke, LLC (Granny's Closet) which was located in Flagstaff. Grand Canyon Brewing Company will be a new business in Flagstaff, AZ and has purchased the license from Granny's Closet. If approved, this license will be one of the 20 active series 06 licenses.

A Series 03 license allows an in-state microbrewery to sell beer produced or manufactured on the premises for consumption on or off the premises; they may sell to in-state and out-of-state licensed wholesaler and retailers. Beer produced or manufactured on the premises may be served for the purpose of sampling. If approved, this will be the 9th active series 03 license in Flagstaff.

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 3, 2019.

Community Benefits and Considerations:

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

Community Involvement:

The application was properly posted on June 12, 2019. No written protests have been received to date.

Attachments:

Grand Canyon Brewing Co. - Letter to Applicant
Hearing Procedures
Series 03 Description
Series 06 Description
Grand Canyon Brewing Co. - PD Memo
Grand Canyon Brewing Co. - Code Memo
Grand Canyon Brewing Co. - Map

OFFICE OF THE CITY CLERK

June 19, 2019

Grand Canyon Brewing Company
Attn: John Peasley
1800 S. Milton Road #11
Flagstaff, AZ 86001

Dear Mr. Peasley:

Your application for a new Series 03 and a Series 06 Liquor License for Grand Canyon Brewing Company located at 1800 S. Milton Way #11, was posted on June 12, 2019. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, July 2, 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 July 2, 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 03 In-state Microbrewery

This non-transferable liquor license allows an out-of-state microbrewery which produces more than 5,000 gallons and less than 6,240,000, of beer during a calendar year (A.R.S. §205.08(B) to sell and ship the beer into the state to Arizona-licensed wholesalers. An out-of-state Microbrewery must comply with the provisions of Title 4 as does an in-state licensee.

With this license, the in-state microbrewery may sell beer produced or manufactured on the premises for consumption on or off the premises, may sell to out-of-state licensed wholesaler and retailers where legal in that state, may sell to Arizona-licensed wholesalers, and may serve beer produced or manufactured on the premises for the purpose of sampling.

With this license, when production is no more than 1,240,000 gallons per calendar year, the in-state microbrewery may make sales and deliveries of beer to any retail license licensed to sell beer except for its retail licenses on or adjacent to the microbrewery.

Internet sale of beer is not permitted in the state of Arizona. Liquor must be delivered to an Arizona liquor-licensed wholesaler, then an Arizona liquor-licensed retailer prior to delivery to the consumer.

The licensee must submit an annual production report to the Arizona Department of Liquor.

ADDITIONAL RIGHTS AND RESPONSIBILITIES: If the total amount of beer manufactured at the in-state microbrewery exceeds the amount permitted by law, the licensee shall apply for the in-state Producer (series 1) license. Applicants, licensees, and managers must take a Title 4 training course (liquor handling, laws and regulations) prior to approval. 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. An Employee Log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

ARIZONA STATUTES AND REGULATIONS: A.R.S. §4-205.08 (microbrewery statutes), 4-202(E)(recordkeeping), 4-205.08(F) & (G)(taxes), Rules R19-1-104 (shipping), R19-1-305 (taxes), R19-1-319 (coercion or bribery), R19-1-501 (recordkeeping)

License Types: Series 06 Bar (all spirituous liquor)

Transferable (From person to person and/or location to location within the same county only)
On & off-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:
Allows a bar retailer to sell and serve spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

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

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

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

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

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.

Off-sale ("To Go") package sales of spirituous liquor can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the ones provided for the bar.

A hotel or motel with a Series 06 license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is by a key or magnetic card device and not furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m. Monday through Saturday and 2:00 a.m. and 10:00 a.m. on Sundays.

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-

TO **Interim Chief Musselman**

FROM **Sgt. Collin Seay**

DATE **June 17th, 2019**

REF **LIQUOR LICENSE APPLICATION – Series 6 Location/Owner Transfer for "Grand Canyon Brewing Co."**

On June 17th, 2019, I initiated a Series 6 (Bar) Location and Owner Transfer liquor license investigation for Grand Canyon Brewing Company which will be located at 1800 S. Milton Rd Suite 11. This is the previous Buster's Restaurant and Trail Crest location. John Peasley is listed as the controlling person and agent for this liquor license. John purchased this Series 6 license (#06030039) from John Zanzucchi on the open market, and the license used to be active at the former Granny's Closet business by Zanzucchi in Flagstaff. John advised me over the phone the new location for this license is under construction, and he is hoping for an August or September of 2019 opening date. John is also stacking a Series 3 (In-State Microbrewery) license with this application so he can brew beer at this location as well.

John disclosed with his application he was arrested and charged with domestic violence disorderly conduct (Misdemeanor) charge in Kingman in 2014. He also disclosed the charges were dismissed after completing probation in 2016, and I was able to confirm this dismissal in a public access inquiry. John possesses a Series 12 (#12033209) restaurant license for Cruisers Café in Williams, AZ, and I did not locate any liquor violations against this license. John possesses two Series 3 (In-State Microbrewery) licenses (#03033004 and #03033013), a series 12 (Restaurant) license (#12033400), and a Series 18 (Craft Distiller) license (#18033002) for two additional locations in Williams, AZ.

I located an administrative violation against one Series 3 license in Williams for one of John's microbreweries that did not produce at least 5,000 gallons of beer (ARS 205.08(D).1). John

advised me his bookkeeper found the violation during an internal audit, and they did not produce enough beer for the year. He self-reported to Arizona Department of Liquor and paid a fine. I also located another administrative violation against John's Series 18 license for distilling more than 1,189 gallons of craft liquor (4-205.10(C).5). John advised they wholesaled too much craft liquor to businesses which was also discovered in an internal audit and he paid the administrative fine on April 12th, 2019.

John advised he intended on completing the mandatory Arizona Liquor Law training within the next few days and before the council session. John said his intention was to serve liquor from 11 am to around 10 pm each day of the week. John also advised he would attend the July 2nd, 2019 city council meeting.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Tiffany Antol, Interim Planning Director

Date: June 17, 2019

Re: Application for Liquor License #66339 & #67568
1800 S. Milton Rd. Ste.11, Flagstaff, Arizona 86001
Assessor's Parcel Number 103-22-004D
John Peasley on behalf of Grand Canyon Brewing Co.

This application is a request for a for a Series 06 (Bar) and Series 03 (Microbrewery) location/owner transfer liquor license by John Peasley on behalf of Grand Canyon Brewing Co. This business is located within the Highway Commercial district. This district does allow for this use.

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

2019-10



6/19/2019, 10:11:10 AM

Liquor Licenses

- Bar
- Beer and Wine Bar
- Beer and Wine Store
- Farm Winery
- Government
- Hotel/Motel
- In State Microbrewery
- In State Craft Distillery
- In State Producer
- Liquor Store
- Private Club
- Restaurant
- Wholesaler
- Outside

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Web AppBuilder for ArcGIS

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Shannon Anderson, Human Resources Director
Date:	06/26/2019
Meeting Date:	07/02/2019

TITLE:

Consideration of Appointment: City Attorney.

STAFF RECOMMENDED ACTION:

Re-appoint Sterling Solomon as the City Attorney for the City of Flagstaff.

Executive Summary:

Re-appoint Sterling Solomon as City Attorney effective July 5, 2019 for a three-year term. Article IV, Section 4 of the Charter requires the City Council appoint a City Attorney to be the chief legal advisor of all offices, departments, and agencies, and of all officers and employees in matters relating to their official powers and duties.

Updated contract attached

Financial Impact:

The salary and benefits of this position are currently budgeted.

Policy Impact:

The City Attorney provides legal advice in relation to policy for City Council and staff.

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

The City Attorney assists City Council and staff in the accomplishment of the City Council goals and objectives.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

The City Council may consider other terms be included and execute an updated Agreement.

Community Involvement:

Inform.

Attachments: Agreement for Services

EMPLOYMENT AGREEMENT

This Agreement for Services is made and entered into this second day of July 2019, by and between the City of Flagstaff, an Arizona municipal corporation in the City of Flagstaff, County of Coconino, State of Arizona (hereinafter called the "City" or the "Employer") and Sterling T. Solomon (hereinafter called "Employee").

RECITALS:

WHEREAS, in order to secure the services of the Employee, the City desires to enter into an agreement embodying the terms of such employment (the "Agreement"); and

WHEREAS, the Employee desires to accept such employment and enter into such Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, agreements and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Employee hereby agree as follows:

1. Agreement to Employ. Upon the terms and subject to the conditions of this Agreement, the City hereby employs the Employee, and the Employee hereby accepts employment by the City.

2. Term of Employment; Position and Responsibilities.

(a) Term of Employment. The City shall employ the Employee for an initial term of three years from July 5, 2019, and ending on July 4, 2022. After the initial term, this Agreement shall be automatically renewed on July 5th for successive one-year terms unless the Employer provides notice in writing to the Employee that the Agreement shall not be renewed at least two weeks prior to the expiration date. In the event the Agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless the Employee voluntarily resigns. The period during which the Employee is employed pursuant to this Agreement shall be referred to as the "Employment Period."

(b) Position and Responsibilities. During the Employment Period, the Employee will serve as City Attorney of the City of Flagstaff. Employee shall perform the functions and duties set forth in Article IV, Section 4, of the Charter of the City of Flagstaff, and Chapter 1-11 of the Flagstaff City Code, and shall perform consistent with federal law, state law and the City Code of Flagstaff. Employee shall perform other legally permissible and proper duties and functions as the City Council shall from time to time assign. The Employee will devote substantially all of his skill, knowledge and working time to the conscientious performance of such duties except for reasonable vacation time, absence for sickness and authorized leaves of absence. To the extent that it does not significantly interfere with the performance of the Employee's duties

hereunder, it shall not be a violation of this Agreement for the Employee to (i) serve on civic or charitable boards or committees, (ii) deliver lectures or fulfill speaking engagements at educational institutions, and (iii) provide pro-bono legal services to the Flagstaff community if such services are covered by an outside provider of professional liability insurance. Employee shall not spend more than ten (10) hours per week in teaching, counseling or other non-Employer connected business without the prior approval of City Council. The Employee represents that he is entering into this Agreement voluntarily and that, to the best of his knowledge, his employment hereunder and compliance by him with the terms and conditions of this Agreement will not conflict with or result in the breach of any agreement to which he is a party or by which he may be bound.

3. Base Salary. As compensation for the services to be performed during the Employment Period by the Employee hereunder, the City will pay the Employee an annual base salary of not less than One Hundred Eighty-One Thousand Six Hundred and 75/100 dollars ($181,600.75). The City may review Employee's base salary at any time, and may, in its discretion, change such base salary as City deems appropriate; provided, however, that Employee's base salary under this agreement shall not be less than One Hundred Eighty-One Thousand Six Hundred and 75/100 dollars ($181,600.75). The Employee will also receive increases in pay as provided to other management employees, such that any increases based upon a percentage of pay and applied equally to all employees (e.g. cost of living increases) shall occur automatically without the need for further action by the City Council, and any merit-based increases shall be determined by the City Council at the time such increases are established for other employees.

4. Employee Benefits. During the Employment Period, Employee and the Employee's dependents are eligible and may participate in Employee benefit programs in accordance with the programs made available to employees by the City. Such benefits may include (without limitation) medical, dental, vision, employee assistance programs, accidental death and dismemberment, individual and group life insurance, and other such benefits (sometimes referred to hereinafter as "welfare benefits"). The City may amend its welfare benefits program at any time without limitation in accordance with applicable State and Federal law. Employee shall also be entitled to participate in the Arizona State Retirement System.

5. Perquisites and Expenses.

(a) General. During the Employment Period, the Employee shall be entitled to participate in any special benefit or perquisite program generally available from time to time to employees of the City on the terms and conditions then prevailing under such programs.

(b) Automobile Expense. During the Employment Period, Employee shall receive an automobile allowance in the amount of Three Hundred Fifty and no/100 dollars ($350.00) per month. Employee shall have the right to use a rental vehicle or his own vehicle in accordance with the City of Flagstaff Travel Policy.

(c) Business Travel, Lodging, etc. The City, subject to budget constraints, shall reimburse the Employee for reasonable travel, lodging and meal expenses incurred in condition with his performance of services hereunder or professional development, upon submission of evidence, satisfactory to the Employer, of the incurrence and purpose of each such expense.

(d) Professional Dues. The City agrees, subject to budgeting constraints, to budget for and to pay the professional licensing fees, dues and subscriptions of Employee.

(e) Vacation. Employee shall accrue vacation leave pursuant to Section 1-50-020 of the Employee Handbook of Regulations (the "Handbook"), which as of the date of this Agreement is twenty-one (21) days per year of vacation, reflecting ten to fourteen (10-14) years of public service for an exempt employee. Subject to the carryover limitations set forth in the Handbook, Employee shall carry over all vacation leave that Employee accrued, prior to the date of this Agreement, due to his service with the City.

(f) Sick Leave. Employee shall accrue paid sick time pursuant to Section 1-50-029 of the Handbook, which as of the date of this Agreement is twelve (12) days per year. Subject to the carryover limitations set forth in the Handbook, Employee shall carry over all paid sick time that Employee accrued, prior to the date of this Agreement, due to his service with the City.

(g) Deferred Compensation for Retirement. In addition to the Employer's payment into the Arizona State Retirement System on Employee's behalf, the City agrees to pay Seven Thousand Five Hundred and 00/100 dollars ($7,500) annually into the Employee's chosen 457 Deferred Compensation Plan. Such payment will be paid to the Employee as compensation for purposes of determining Employee's income under the Arizona State Retirement System. Such payment will be paid each pay period on a pro-rated basis.

6. Termination of Employment.

(a) Termination for Cause. The City shall be entitled at any time to terminate Employee's employment with City for Cause. For purposes of this Agreement, the City shall have "Cause" to terminate the Employee's employment as authorized by Article IV of the City Charter. Upon the Employee's Date of Termination (defined in Subsection 6(f) below) for Cause, the Employment Period will immediately terminate and all obligations of the City and the Employee under this Agreement will immediately cease. Upon Termination for Cause, the City shall pay to Employee the following amounts:

(i) Any accrued, unpaid portion of Base Salary through the Date of Termination shall be paid within seven (7) days after the Employee's Date of Termination or the next payday, whichever is sooner; and

(ii) Any leave or benefits accrued at the Date of Termination pursuant to the applicable policies in the Employee Handbook of Regulations in effect at the time of termination.

(b) Termination Due to Death or Disability. The City may terminate this Agreement immediately upon Employee's death or disability. "Disability," for purposes of this Agreement, means a condition that results in benefits to the Employee under any long-term disability arrangement of the City or an Affiliate, or the failure of the Employee to render and perform the services required of him under this Agreement, for a total of one hundred and eighty (180) days or more during any consecutive twelve (12) month period, because of any physical or

mental incapacity. Upon the Employee's Date of Termination due to his death or disability, the Employment Period will immediately terminate and all obligations of the City and the Employee under this Agreement will immediately cease. Upon Termination due to Death or Disability, the City shall pay the Employee the following:

(i) Any accrued, unpaid portion of Base Salary through the Date of Termination. If termination is due to death, the amount shall be paid on the next applicable pay period after the Employee's Date of Termination. If termination is due to disability, the amount shall be paid within seven (7) days after the Employee's Date of Termination or the next payday, whichever is sooner; and

(ii) If termination is due to disability, an amount equal to six (6) months of Base Salary shall be paid within seven (7) days after the Employee's Date of Termination or the next payday, whichever is sooner; and

(iii) Any leave or benefits accrued at the Date of Termination pursuant to the applicable policies in the Employee Handbook of Regulations in effect at the time of termination.

(c) Termination by the City Without Cause. The City may terminate the Agreement without cause by providing Employee with forty-five (45) days written notice of its intent to terminate the Agreement. In the event Employee resigns following a request, whether formal or informal, by at least four (4) members of the City Council that he resign, Employee may at his option deem himself to be "Terminated without Cause" for purposes of this Agreement. Upon termination of Employee's employment without Cause, the Employment Period will immediately terminate and all obligations of the City and the Employee under this Agreement will immediately cease. The City shall pay the Employee, and the Employee shall be entitled to receive, the following:

(i) Any accrued, unpaid portion of Base Salary through the Date of Termination shall be paid within seven (7) days after the Employee's Date of Termination or the next payday, whichever is sooner; and

(ii) An amount equal to six (6) months of Base Salary shall be paid within seven (7) days after the Employee's Date of Termination or the next payday, whichever is sooner; and

(iii) Any leave or benefits accrued at the Date of Termination pursuant to the applicable policies in the Employee Handbook of Regulations in effect at the time of termination; and

(iv) Insurance coverage for a period of six (6) months following the Employee's Date of Termination.

(d) Voluntary Termination by the Employee. Employee may terminate this Agreement by providing forty-five (45) days written notice of his intent to terminate pursuant to this section. Upon voluntary termination by the Employee, the Employment Period will

immediately terminate, and all obligations of the City under this Agreement will immediately cease. The City shall pay the Employee, upon the Employee's voluntary termination, the following:

(i) Any accrued, unpaid portion of Base Salary through the Date of Termination shall be paid on the next applicable payday after the Employee's Date of Termination; and

(ii) Any leave or benefits accrued at the Date of Termination pursuant to the applicable policies in the Employee Handbook of Regulations in effect at the time of termination.

(e) Notice of Termination. Any termination of the Employee's employment (other than by reason of death) shall be communicated by written Notice of Termination from one party hereto to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision of this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Employee's employment under the provision so indicated.

(f) "Date of Termination" shall mean (i) if the Employee's employment is terminated by his death , the date of his death, (ii) if the Employee's employment is terminated by the Employer for Cause, the date on which Cause is determined, (iii) if the Employee's employment is terminated by the Employer Without Cause or voluntarily by the Employee, forty-five (45) days after the date on which Notice of Termination is given, and (iv) if the Employee's employment is terminated by his disability, the date of the Notice of Termination.

7. Performance Evaluation. The City Council shall review and evaluate Employee's performance at least annually. The City shall provide adequate opportunity for Employee to discuss his evaluation with the City Council. The City Council shall conclude Employee's review and evaluation no later than July 5th of each year. Employee's review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and Employee. The City Council and Employee shall define goals and performance objectives annually, which they determine necessary for the proper operation of the City of Flagstaff and in attainment of the City Council's written policy objectives.

8. Entire Agreement. Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and all promises, representations, understandings, arrangements and prior agreements relating to such subject matter (including those made to or with the Employee by any other person or entity) are merged herein and superseded hereby.

9. Indemnification and Bonding. The City shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the lawful performance of Employee's duties as City Attorney. The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

10. Miscellaneous.

(a) Governing Law. This Agreement is governed by and is to be construed, administered and enforced in accordance with the laws of the State of Arizona, without regard to Arizona conflicts of law principles, except insofar as federal laws and regulations may be applicable. If under the governing law, any portion of this Agreement is at any time deemed to be in conflict with any applicable statute, rule, regulation, ordinance or other principle of law, such portion shall be deemed to be modified or altered to the extent necessary to conform thereto or, if that is not possible, to be omitted from this Agreement. The invalidity of any such portion shall not affect the force, effect and validity of the remaining portion hereof.

(b) Withholding. All payments to be made to the Employee under this Agreement will be subject to required withholding of taxes and other required deductions.

(c) Amendments. No provisions of this Agreement may be modified, waived or discharged unless such modification, waiver or discharge is approved in writing by the City and the Employee. No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No waiver of any provision of this Agreement shall be implied from any course of dealing between or among the parties hereto or from any failure by any party hereto to assert its rights hereunder on any occasion or series of occasions.

(d) Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

(e) Notices. Any notice or other communication required or permitted to be delivered under this Agreement shall be (i) in writing, (ii) delivered personally, by courier service or by certified or registered mail, first-class postage prepaid and return receipt requested, (iii) deemed to have been received on the date of delivery or on the third business day after the mailing thereof, and (iv) addressed as follows (or to such other address as the party entitled to notice shall hereafter designate:

(A) if to the City, at:
Human Resources Director
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

(B) if to the Employee, at
City Attorney's Office
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

(f) Reimbursement of Expenses in Enforcing Rights. If any action at law or in equity, or any arbitration proceeding is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to other relief so provided.

(g) No General Waivers. The failure of any party at any time to require performance by any other party of any provision hereof or to resort to any remedy provided herein or at law or in equity shall in no way affect the right of such party to require such performance or to resort to such remedy at any time thereafter, nor shall the waiver by any party or a breach of any of the provisions hereof be deemed to be a waiver of any subsequent breach of such provisions. No such waiver shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced.

(h) Authority. The City represents and warrants that this Agreement has been authorized by all necessary action of the City and is a valid and binding agreement of the City enforceable against it in accordance with its terms.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(j) Headings. The section and other headings contained in this Agreement are for the convenience of the parties only and are not intended to be a part hereof or to affect the meaning or interpretation hereof.

(k) Conflict of Interest. Employee covenants that he presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

IN WITNESS WHEREOF, the City has duly executed this Agreement by its authorized representatives and the Employee has hereunto set his hand, in each case effective as of the date first above written.

STERLING T. SOLOMON

_____

CITY OF FLAGSTAFF

By: _____
Coral Evans, Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Andrew J. McGuire, Outside Counsel

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sterling Solomon, City Attorney
Date:	06/26/2019
Meeting Date:	07/02/2019

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:

1) Read Ordinance No. 2019-24 by title only for the final time
2) City Clerk reads Ordinance No. 2019-24 by title only (if approved above)
3) 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).

9. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Charity Lee, Real Estate Manager
Date:	06/26/2019
Meeting Date:	07/02/2019

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:

1) Read Ordinance No. 2019-11 by title only for the final time
2) City Clerk reads Ordinance No. 2019-11 by title only (if approved above)
3) 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:

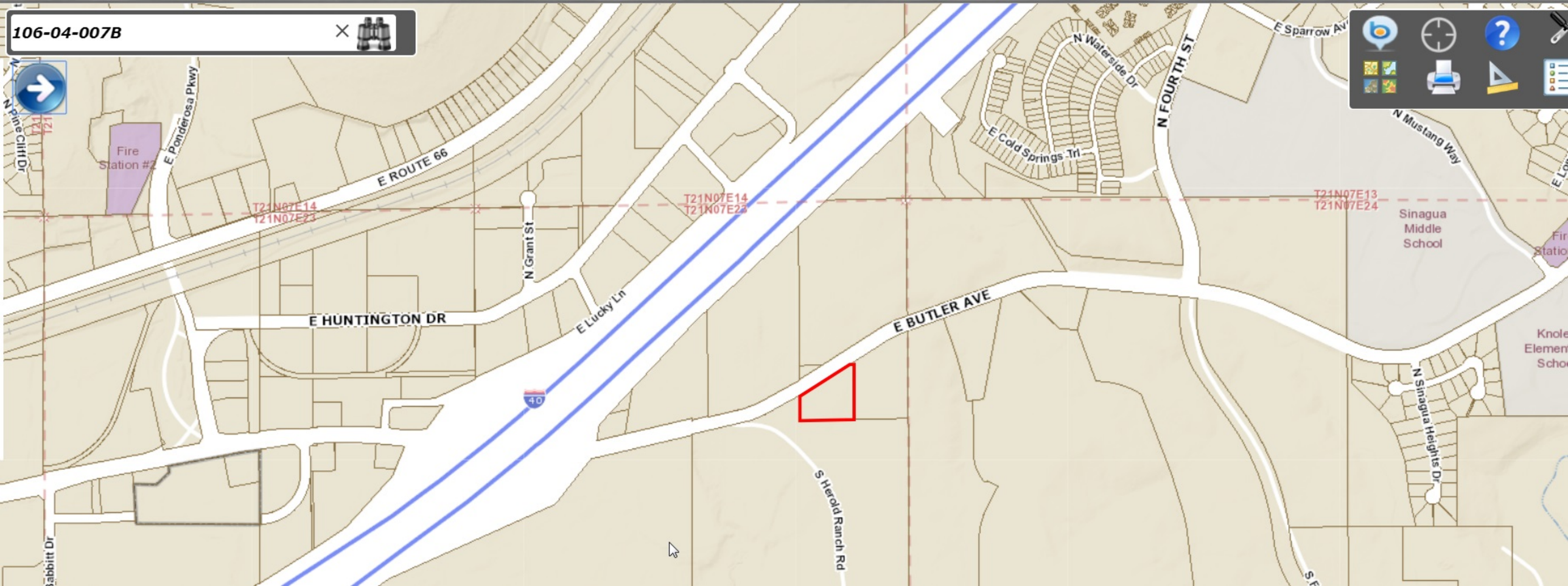
_____

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**;

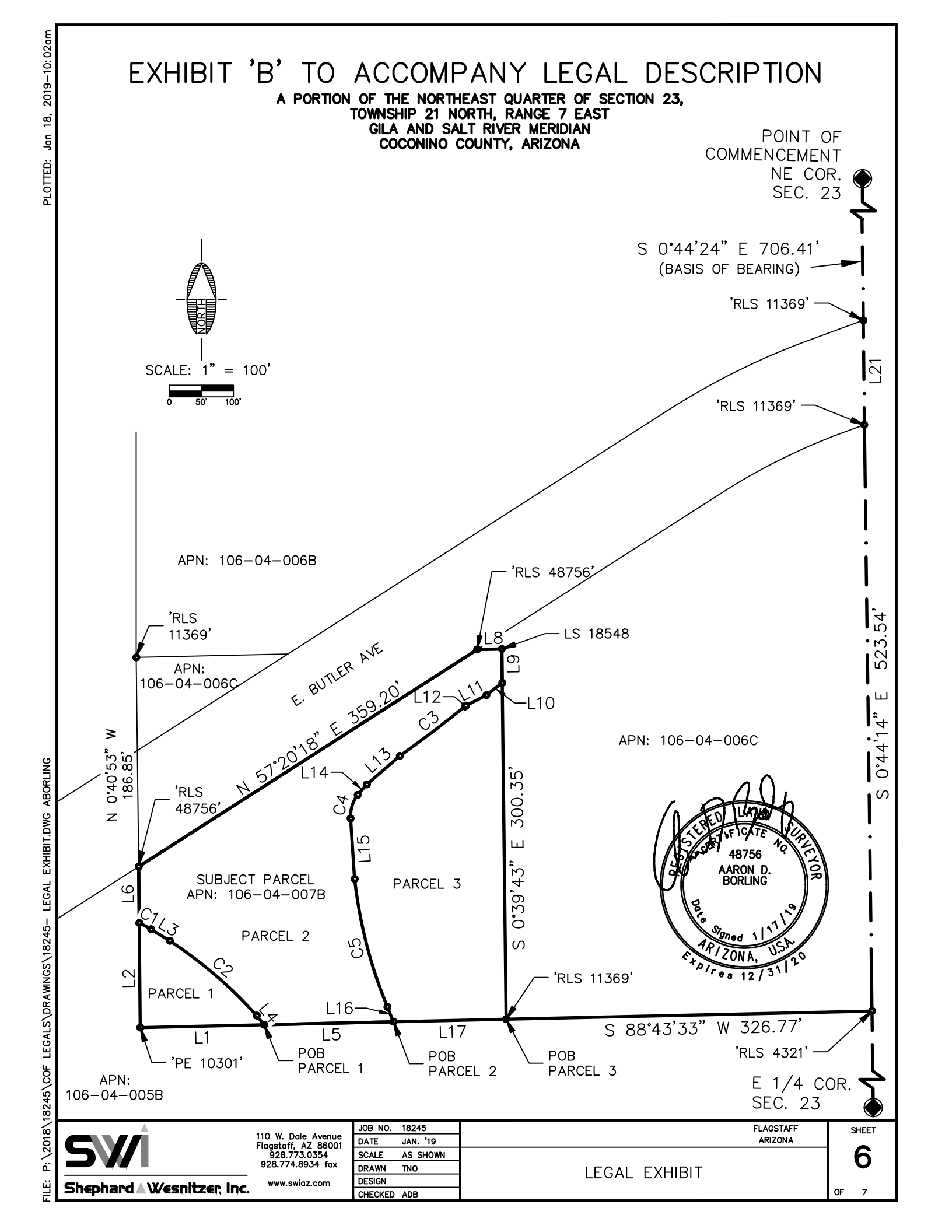
Containing 32,404 square feet, or 0.7439 Acres, more or less.

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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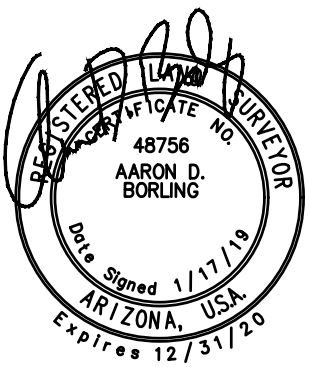
PLOTTED: Jan 18, 2019–10:02am

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
SCALE	AS SHOWN
DRAWN	TNO
DESIGN	
CHECKED	ADB

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET 7 OF 7

FILE: P:\2018\18245\COF LEGALS\DRAWINGS\18245– LEGAL EXHIBIT.DWG ABORLING

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

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Charity Lee, Real Estate Manager
Date:	06/26/2019
Meeting Date:	07/02/2019

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:

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

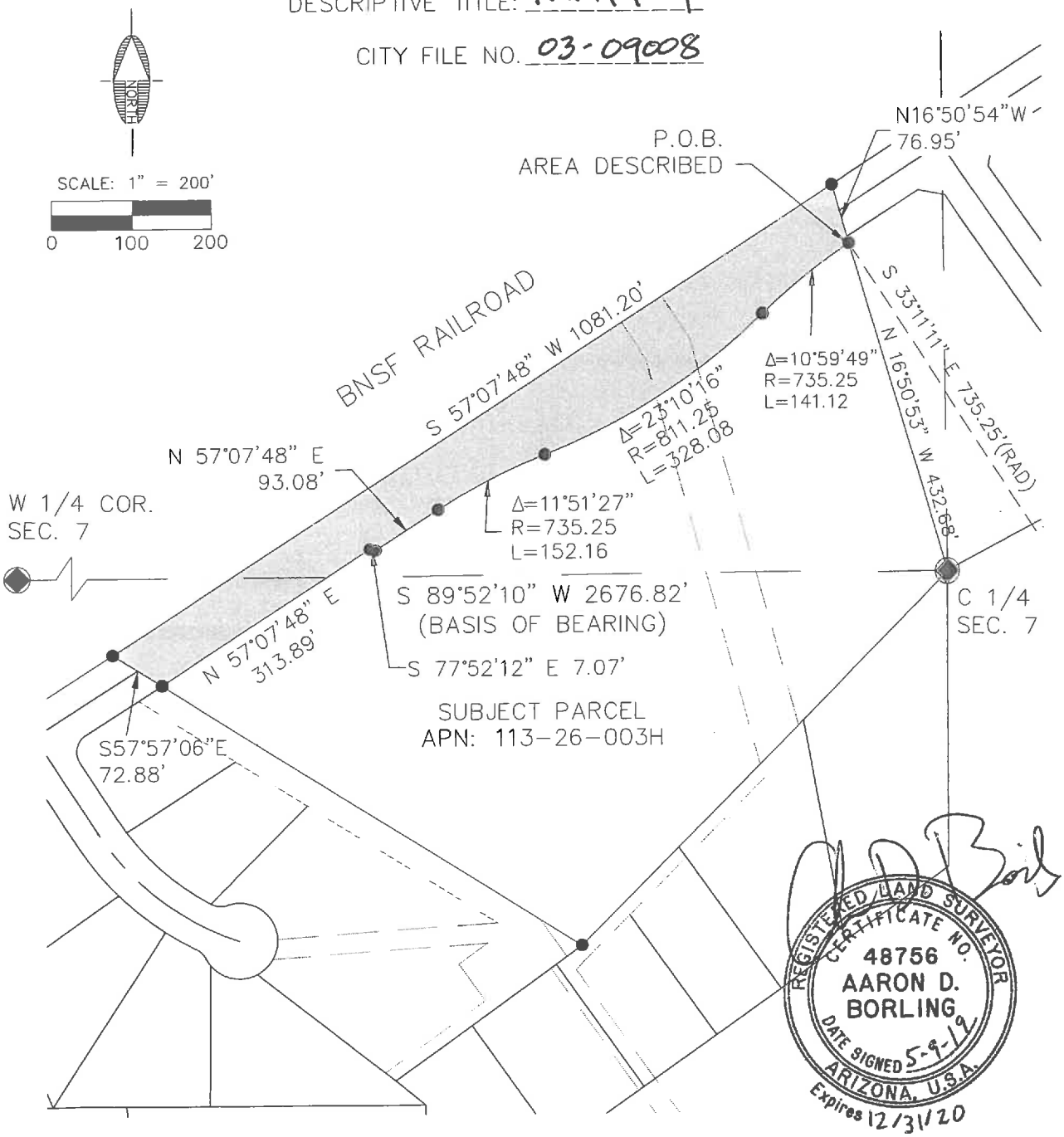
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
DATE SIGNED 5-9-19
ARIZONA, U.S.A.
Expires 12/31/20

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.

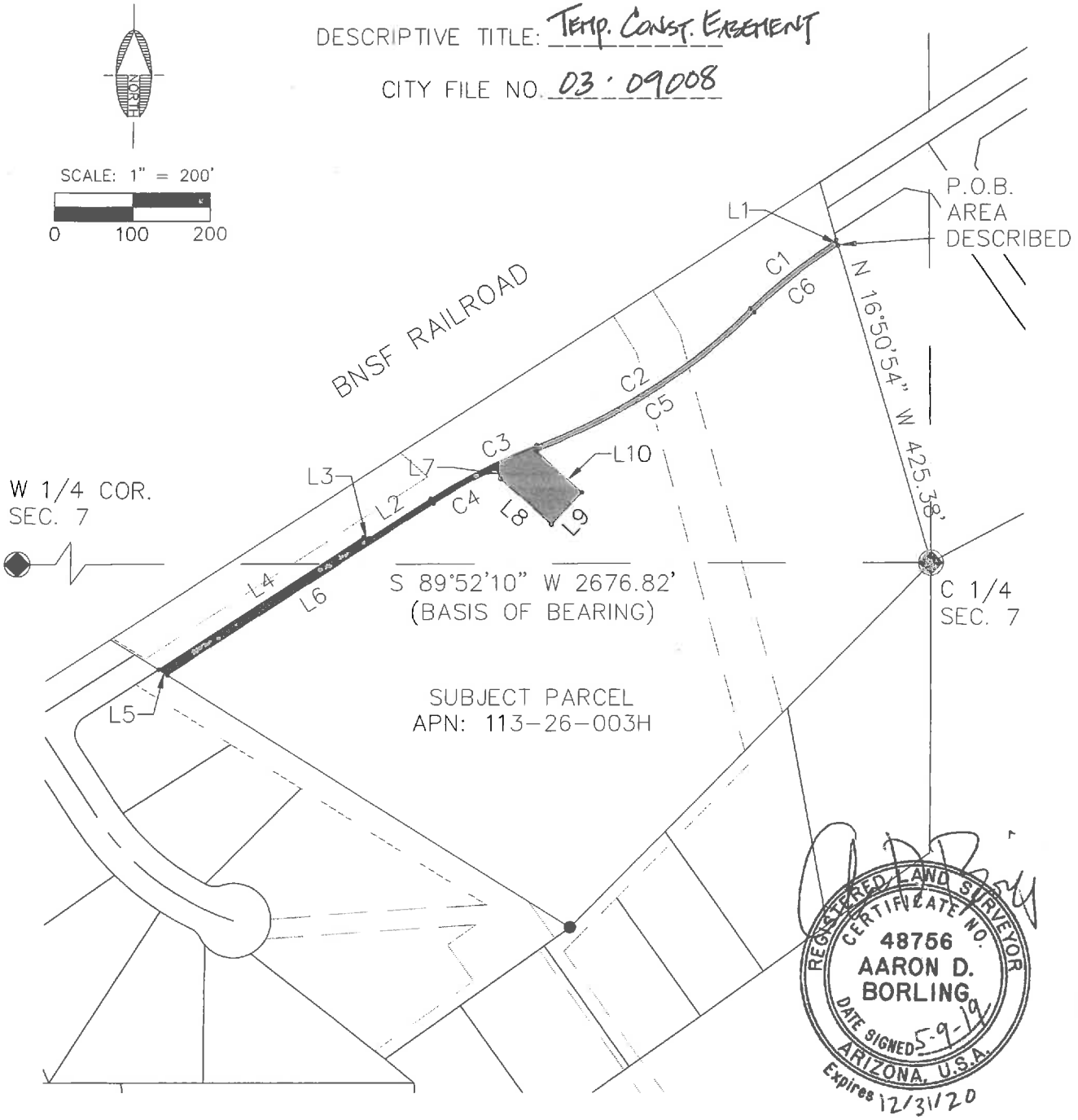


EXHIBIT 'B-1' TO ACCOMPANY LEGAL DESCRIPTION

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.

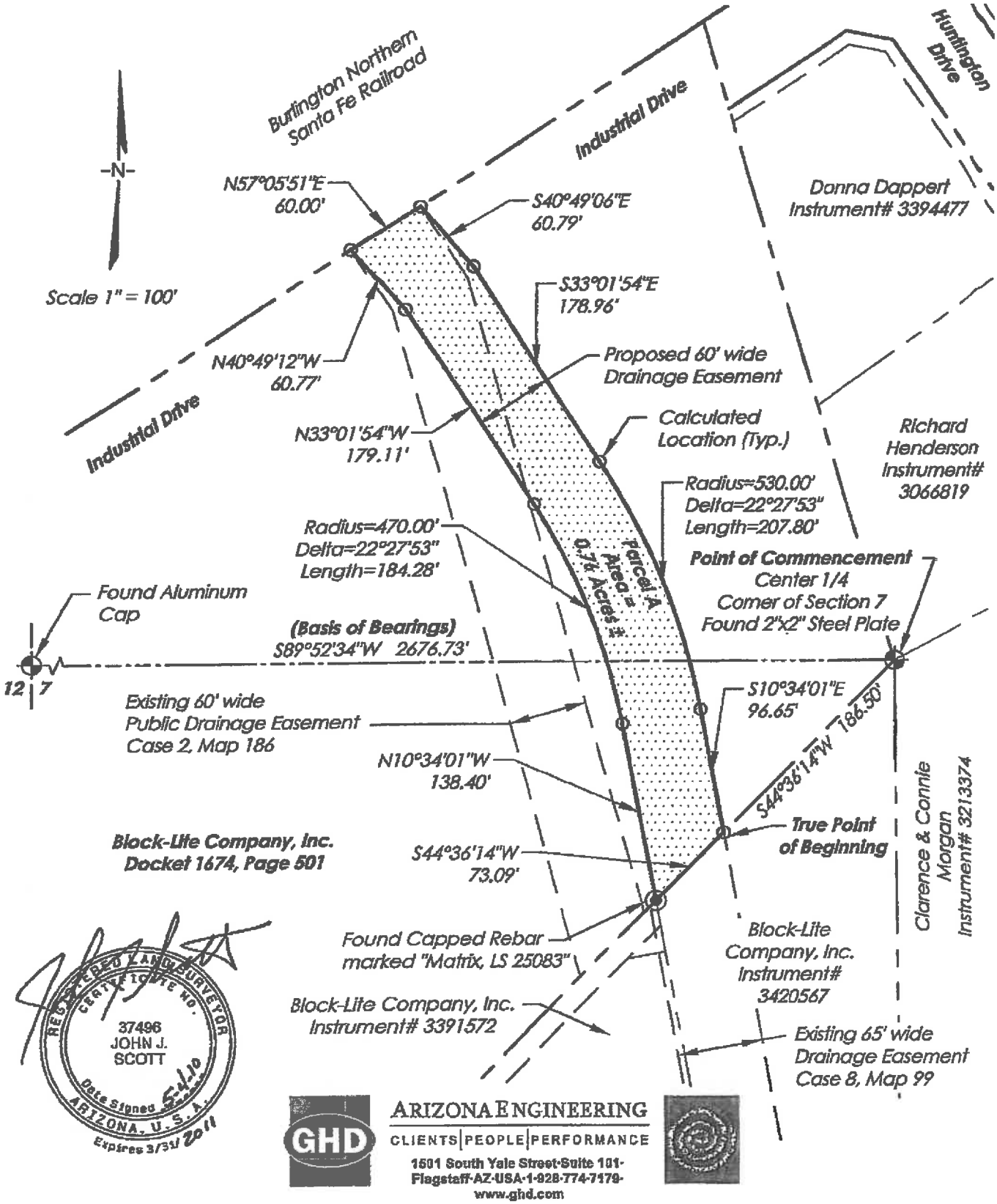
For a drawing of the parcel described above, see **Exhibit C1**, which by this reference is made part of this description.



C1

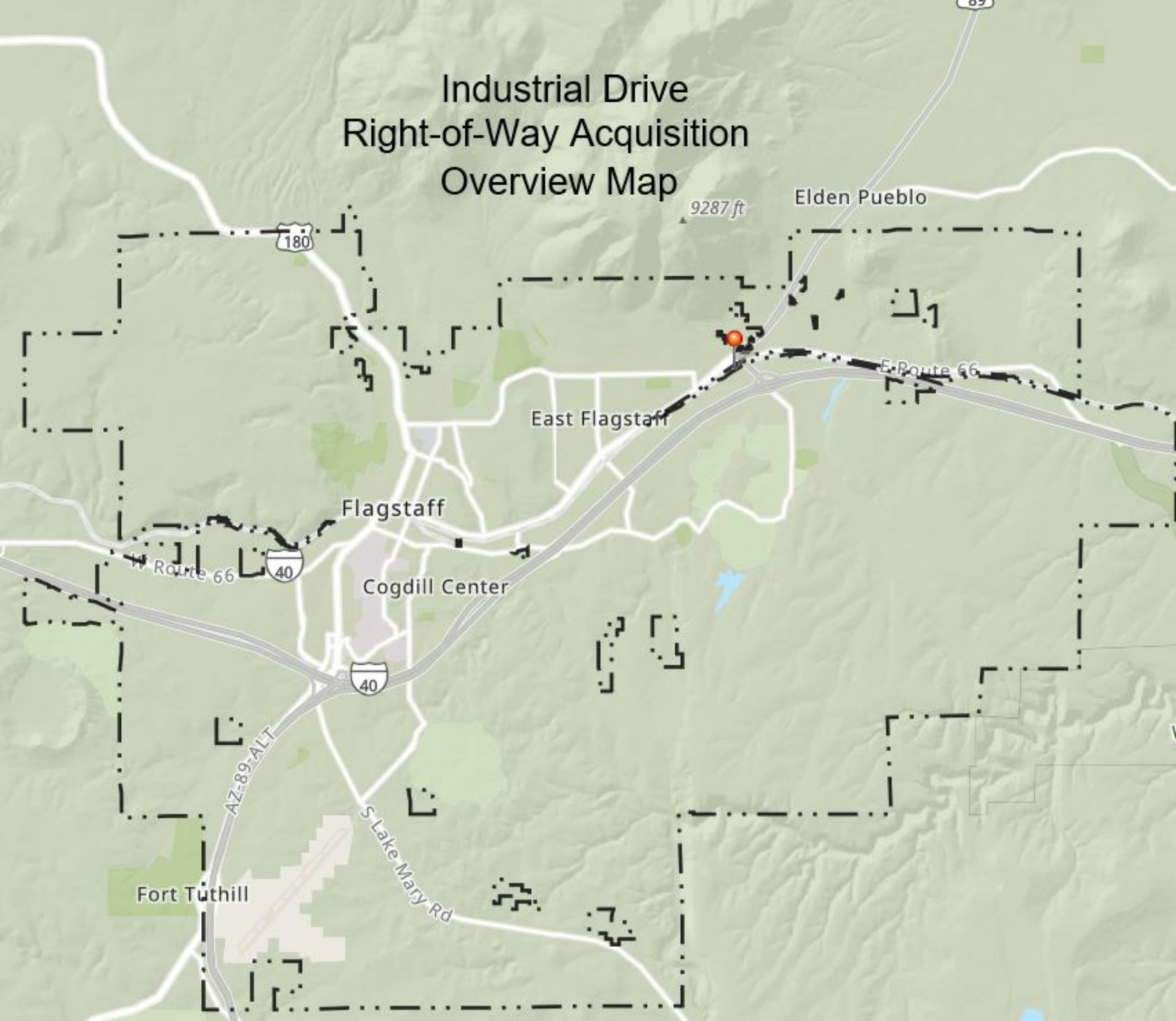
Exhibit A-2

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

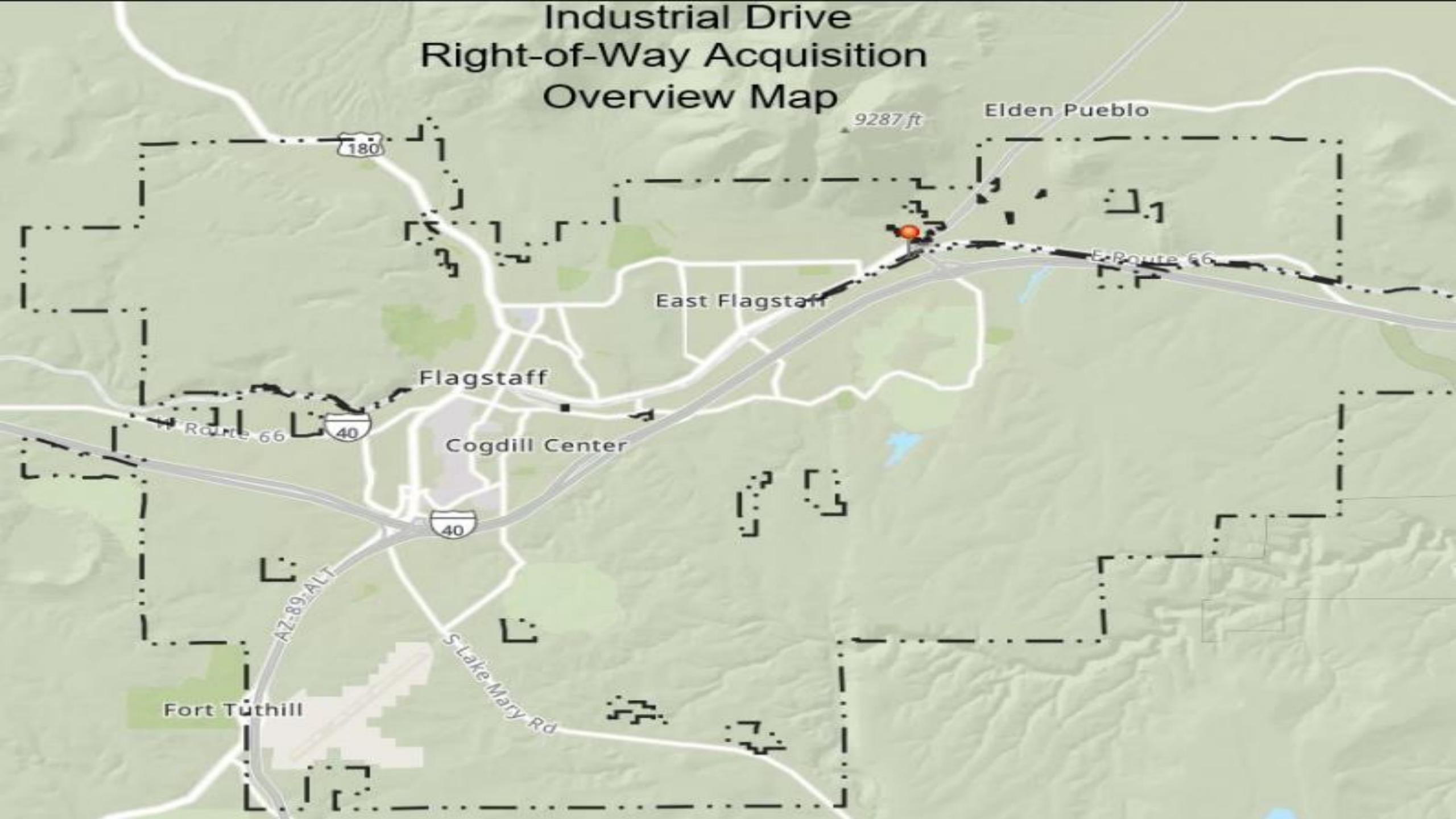
Charity Lee-Real Estate Manager

June 18, 2019

TEAM FLAGSTAFF

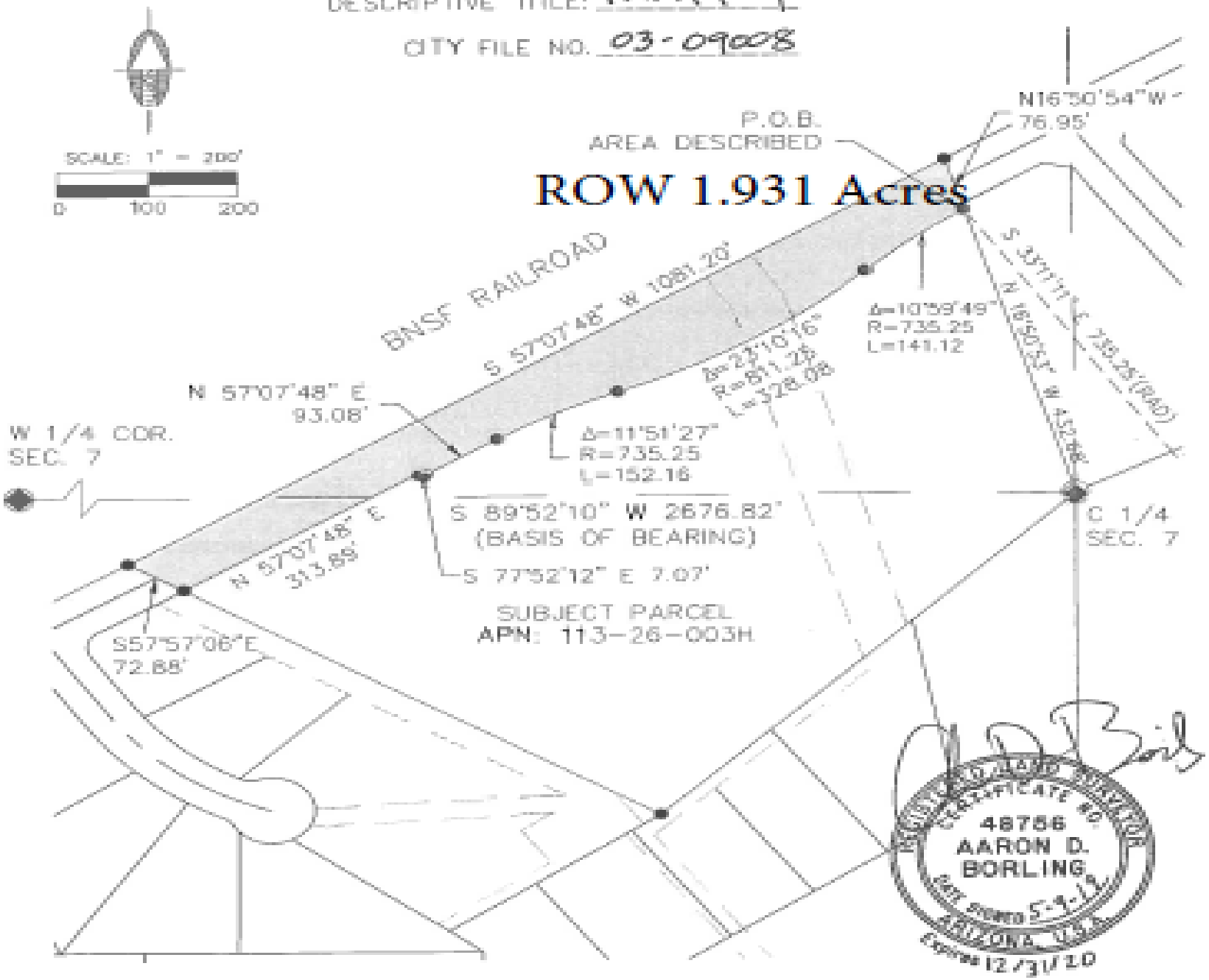
WE MAKE THE CITY BETTER

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

?

9. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Charity Lee, Real Estate Manager
Date:	06/26/2019
Meeting Date:	07/02/2019

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:

1) Read Ordinance No. 2019-23 by title only for the final time
2) City Clerk reads Ordinance No. 2019-23 by title only (if approved above)
3) 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

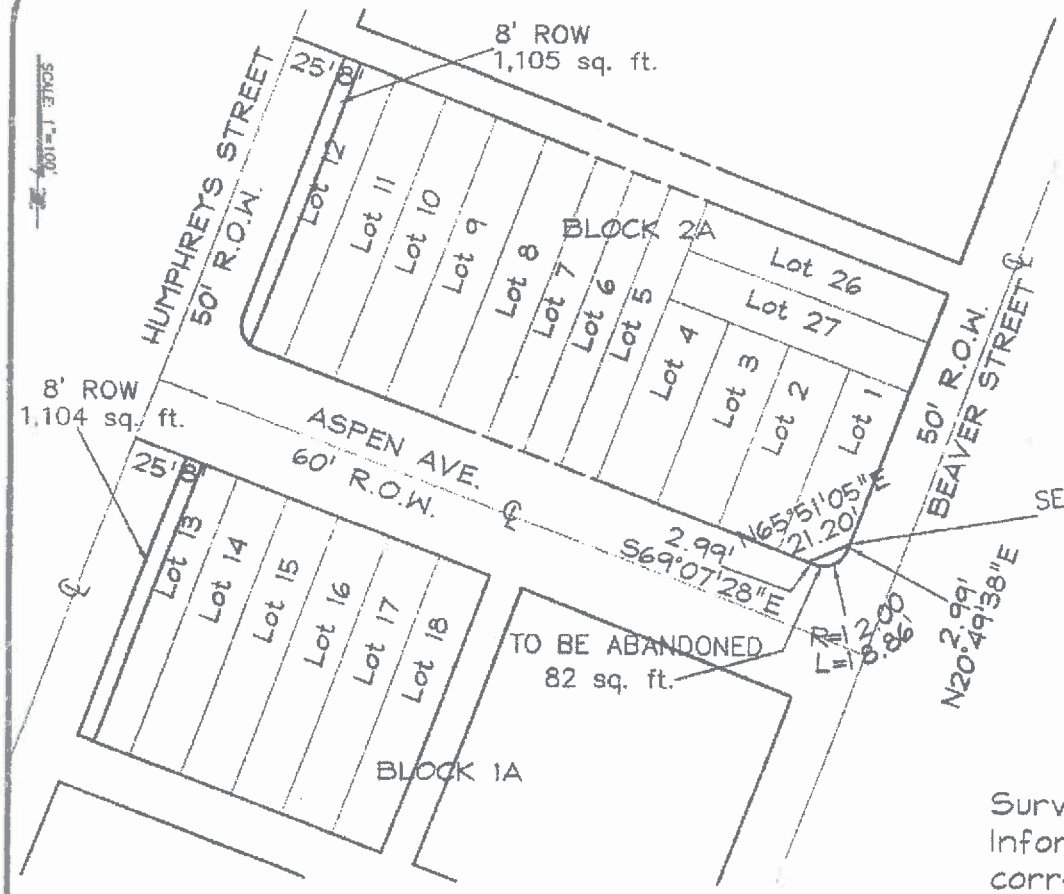
Mogollon Engineering and Surveying, Inc.
411 W Santa Fe Ave. Flagstaff, AZ 86001- P.O.-Box 1952 Flagstaff, AZ 86002-mogollon99@aol com- 928-214-0214

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



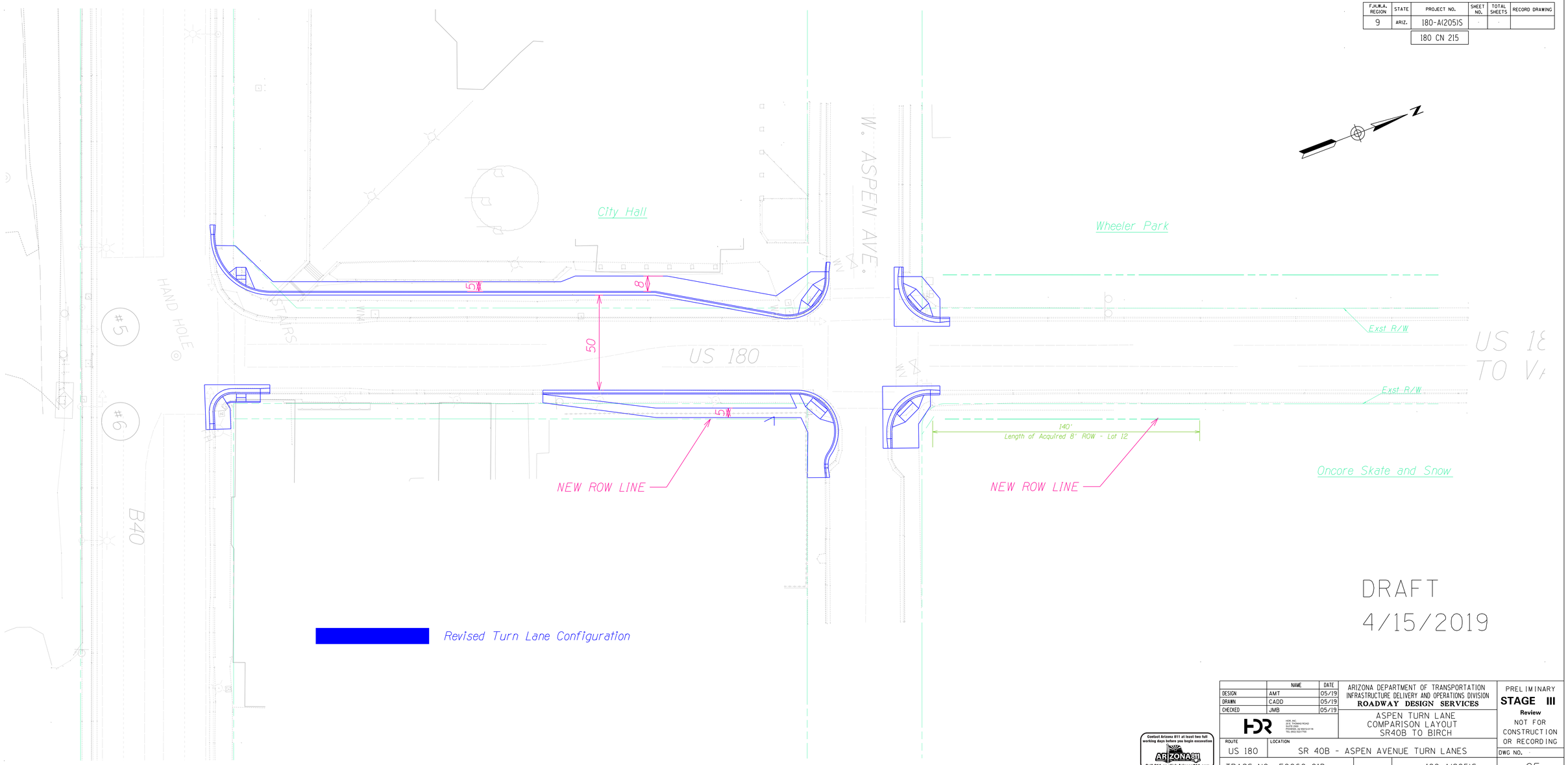
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed 12-22-15
ARIZONA U.S.A.
Expires on 3/31/18

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.
2141 E. BAYAND ROAD
SUITE 2400
PHOENIX, AZ 85012-3118
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

ROUTE	LOCATION	DWG NO.
US 180	SR 40B - ASPEN AVENUE TURN LANES	·
TRACS NO. F0060 01D	180-A(205)S	___ OF ___

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

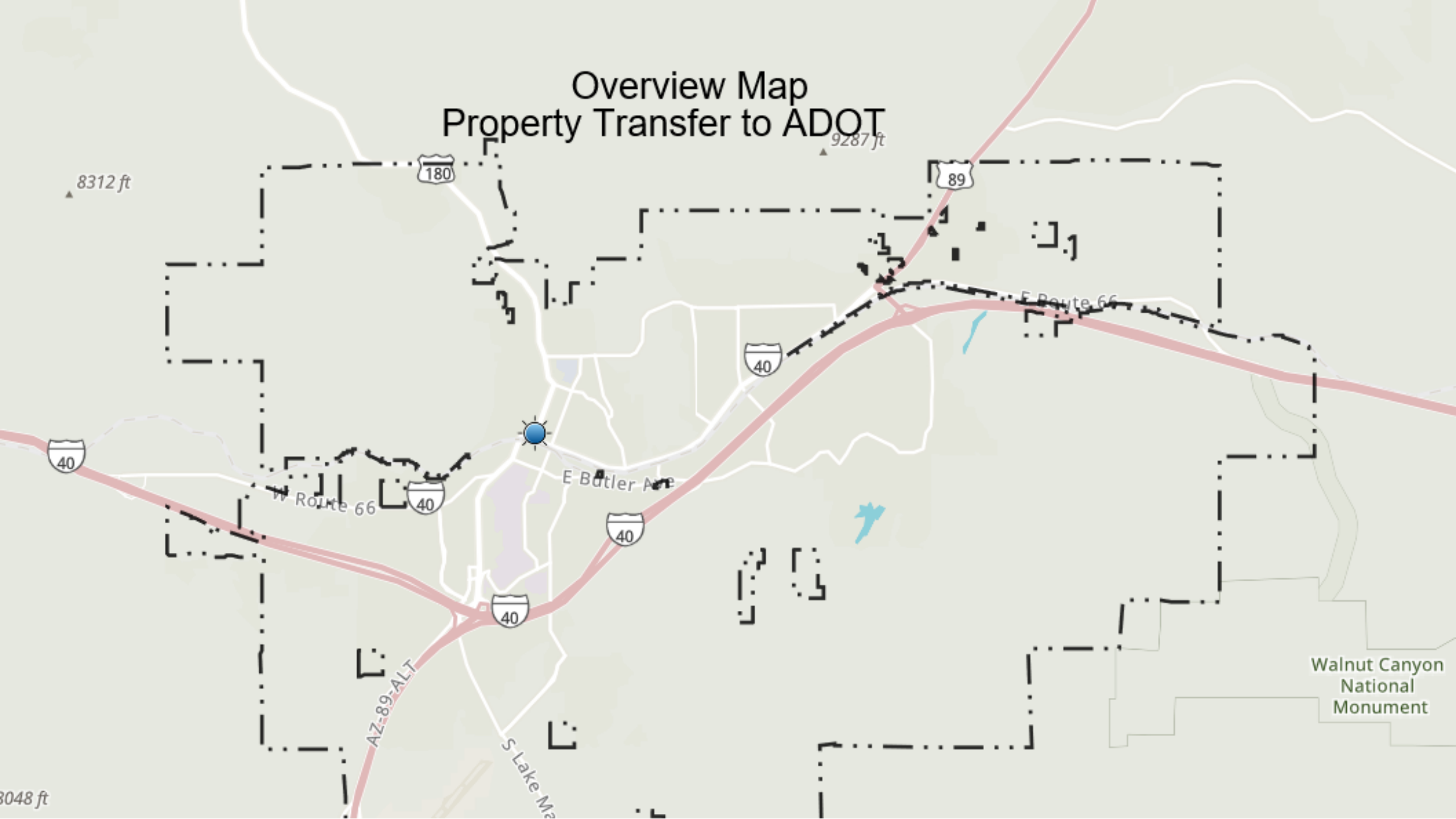
FILE NAME=c:\pwworking\west01\d1107129\F0060_UltimateComparison.dgn
SURVEY NO. · FINISHED PLANS · REVISIONS · DATE · LOCATION · DESIGN · DRAWN · CHECKED · QUANTITY · DATE · SURVEY NO. · FINISHED PLANS · REVISIONS · DATE · LOCATION
PLOT BY:ATILLEY
PLOT SCALE=1:2.2222
PLOT DATE=Apr. 15, 2019
TIME=2:55:46 PM

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

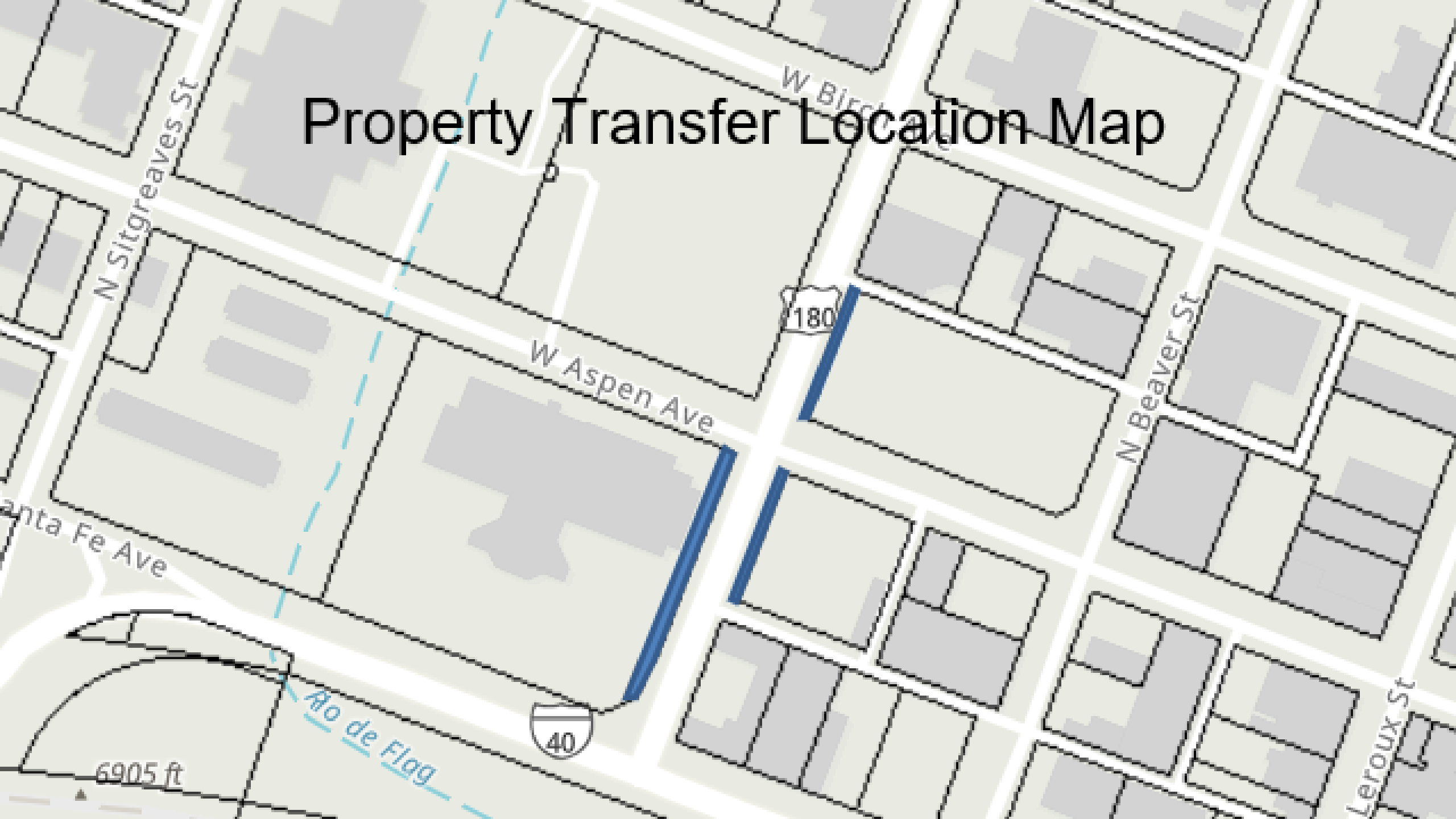
- ADOT needs property from the City of Flagstaff at 211 W. Aspen Avenue to construct right turn lane.

- 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

?

9. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sarah Darr, Housing Director
Date:	06/26/2019
Meeting Date:	07/02/2019

TITLE:

Consideration and Adoption of Ordinance No. 2019-25: An ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code, Title 2, Boards and Commissions, by adding a new chapter 2-25, creating a Housing Commission; providing for repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2019-25 by title only for the final time
2) City Clerk reads Ordinance No. 2019-25 by title only (if approved above)
3) Adopt Ordinance No. 2019-25

Executive Summary:

City Council directed staff to create a Housing Commission consisting of members of the professions involved in the housing industry and other members of the community. Based on Council feedback, Ordinance 2019-25 was written reflective of Council direction and goals.

Financial Impact:

There is no associated direct financial impact.

Policy Impact:

Ordinance 2019-25 will create a Housing Commission with the following Purpose and Duties:

~~"The purpose of the Housing Commission is to guide the implementation and creation of housing and housing programs for the benefit of Flagstaff and its citizens. The Commission shall also provide oversight to any funds approved by the general electorate for housing purposes. The purpose of the Housing Commission is to serve as an advisory board to make recommendations to Council with respect to housing needs and programs in Flagstaff, including but not limited to, potential funding sources and oversight of any funds approved by the general electorate, and to guide the implementation and creation of housing and housing programs for the benefit of Flagstaff and its citizens. The Commission shall also provide oversight to any funds approved by the general electorate for housing purposes."~~

A. The Housing Commission serves as an advisory board to City Council makes recommendations with respect to housing needs and programs in Flagstaff, and furnishes the Council with information through the Housing Director.

B. The Housing Commission shall:

1. Examine funding sources available for housing in Flagstaff and make recommendations to City Council on potential funding sources, including bond measures, and provide oversight of any funds approved by the electorate for housing purposes.

~~2. Serve as an advisory board to City Council and furnish the Council with information and recommendations through the Housing Director.~~

~~3. Advise and assist the City Council on ways to educate the community on the role housing plays as infrastructure in Flagstaff.~~

~~4. Guide implementation of housing policy and programs~~

2. Make recommendations on the creation and implementation of housing and housing policies and programs for the benefit of Flagstaff and its citizens.

3. Make recommendations regarding the prioritization of the community's housing needs.

4. Make recommendations regarding how affordable market rate housing can be responsibly stimulated through changes in the City Code as well as other potential solutions.

5. Examine and make recommendations regarding increasing the affordability of housing in Flagstaff.

6. Explore alternative models of housing and make recommendations to Council.

7. Advise and assist the City Council on ways to educate the community on housing, including the role housing plays as infrastructure in Flagstaff.

8. Upon request, serve as a resource on implementation of housing policy and programs.

C. To further assist the Commission in carrying out its duties, the Commission may request the assistance of technical experts and/or employees and agents of the City and other entities.

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

City Council Goal:
Support development and increase the inventory of public and private affordable housing for renters and home-owners.

Regional Plan Goals:
Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.
Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.

Has There Been Previous Council Decision on This:

Council provided specific direction on June 11, 2019.

Options and Alternatives:

- Provide staff with additional direction regarding the creation of the Housing Commission.
- Do not adopt Ordinance 2019-25 and not create a Housing Commission.

Background/History:

Housing and affordable housing has been a recognized area of need in Flagstaff for many years. Council directed the creation of a Housing Commission to serve as an advisory board to make recommendations to Council with respect to housing needs and programs in Flagstaff, including but not limited to, potential funding sources and oversight of any funds approved by the general electorate.

Key Considerations:

The Housing Commission shall have ~~fifteen (15)~~ thirteen (13) voting members;~~ fourteen (14)~~ twelve (12) members appointed by the City Council and one (1) representative from the Flagstaff Housing Authority Board of Commissioners. All members shall reside within the Flagstaff City limits.

~~Specific membership of the Housing Commission is proposed as follows:~~

A. "Members shall be appointed to fit into one of the professional categories listed below, however, the members identified as required must be appointed. Any member may satisfy more than one (1) of the below qualifications and any "professional" category may be filled by a person who is retired from that profession.

1. ~~Community Representatives (3 members)~~
    a. ~~Low Income Representatives~~
    b. ~~Homeowner~~
    c. ~~Renter~~
2. ~~Building Professionals (3 members)~~
    a. ~~Builders~~
    b. ~~Developers~~
    c. ~~Architects~~
    d. ~~Land Use Experts~~
3. ~~Real Estate Professionals (3 members)~~
    a. ~~Realtors~~
    b. ~~Lenders~~
    c. ~~Multi-Family/Property Management Industry~~
4. ~~Other (3 members)~~
    a. ~~Housing Nonprofits~~
    b. ~~Private Business Representatives~~
    c. ~~Neighborhood Associations/HOA Representatives~~
5. ~~At Large Members (3 members)~~
    a. ~~Flagstaff Housing Authority Board of Commissioners member (required)~~
    b. ~~General Public~~
    c. ~~Workforce Representatives~~

1. Building and Real Estate Professionals (6 members)
    a. Builders (required)
    b. Developers (required)
    c. Architects
    d. Land Use Experts
    e. Realtors (required)
    f. Lenders (required)
    g. Residential Multi-Family/Property Management Representative (required)
    h. Other Building or Real Estate Professional

2. Low Income Housing Experts (4 members)
    a. Housing Nonprofits
    b. Low Income Representatives
    c. Flagstaff Housing Authority Board of Commissioners member (required)
    d. Other Low Income Housing Expert
3. Community Representatives (3 members)
    a. General Public
    b. Private Business Representatives
    c. Workforce Representatives
    d. Neighborhood Associations
    e. HOA Representatives

Appointed members shall have an interest in housing and be committed to represent not only their specific areas of expertise, but also the community at large.

Expanded Financial Considerations:

There is no associated direct financial impact.

Community Benefits and Considerations:

The creation of the Housing Commission will assure that an open, inclusive, and transparent process is utilized in the discussion, prioritization, and presentation of recommendations that address the community's housing needs.

Community Involvement:

There has been no direct community involvement in the creation of this commission.

Attachments: Ord. 2019-25 - Red Lined
Ord. 2019-25 - Clean
Presentation

ORDINANCE NO. 2019-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 2, *BOARDS AND COMMISSIONS*, BY ADDING A NEW CHAPTER 2-25, CREATING A HOUSING COMMISSION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Council has an Affordable Housing goal to "Support development and increase the inventory of public and private affordable housing for renters and home-owners"; and

WHEREAS, the Regional Plan includes goal NH.3. "Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors"; and

WHEREAS, affordable/workforce housing is integral to the community regional quality of life and sustainability; and

WHEREAS, the creation of the Housing Commission will assure that an open, inclusive, and transparent process is utilized in the discussion, prioritization, and presentation of recommendations that address the community's housing needs.

ENACTMENTS:

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

SECTION 1. In General.

Flagstaff City Code, Title 2, *Boards and Commissions*, is hereby amended by adding a new chapter to read as follows:

CHAPTER 2-25
FLAGSTAFF HOUSING COMMISSION

2-25-001-0001 CREATION OF COMMITTEE

A Housing Commission is hereby created.

2-25-001-0002 MEMBERS AND OFFICERS

The Housing Commission shall have ~~fifteen (15)~~thirteen (13) voting members; ~~fourteen (14)~~twelve (12) members appointed by the City Council and one (1) representative from the Flagstaff Housing Authority Board of Commissioners. All members shall reside within the Flagstaff City limits.

A. Members shall be appointed to fit into one of the professional categories listed below, however, the members identified as required must be appointed. Any member may satisfy more than one (1) of the below qualifications and any "professional" category may be filled by a person who is retired from that profession.

~~1. Community Representatives (3 members)~~
~~a. Low Income Representatives~~
~~b. Homeowner~~
~~c. Renter~~

~~2.~~1. Building and Real Estate Professionals (~~3~~6 members)
a. Builders (required)
b. Developers (required)
c. Architects
d. Land Use Experts

~~3. Real Estate Professionals (3 members)~~
~~a.~~e. Realtors (required)
~~b.~~f. Lenders (required)
~~c.~~g. Residential Multi-Family/Property Management ~~Industry~~Representative (required)

~~4. Other (3 members)~~
h. Other Building or Real Estate Professional

2. Low Income Housing Experts (4 members)
a. Housing Nonprofits
b. Low Income Representatives
c. Flagstaff Housing Authority Board of Commissioners member (required)
d. Other Low Income Housing Expert

~~a.~~3. Community Representatives (3 members)
a. General Public
b. Private Business Representatives
c. Workforce Representatives
d. Neighborhood Associations~~/~~
e. HOA Representatives
~~c.~~

~~5. At Large Members (3 members)~~
~~a. Flagstaff Housing Authority Board of Commissioners member (required)~~
~~b. General Public~~
~~c. Workforce Representatives~~

B. Appointed members shall have an interest in housing and be committed to represent not only their specific areas of expertise, but also the community at large.

2-25-001-0004 TERMS AND OFFICERS:

A. Appointments to the Housing Commission from the Housing Authority Board of Commissioners shall be for no longer than the remaining term of the appointing Commission's designee. Terms of all other appointees shall be for three years except for the first appointments creating staggered terms as follows: The City Council shall appoint ~~five~~ four members for three year (3) terms, ~~five~~ four members for two (2) year terms, and four members for one (1) year terms. After the initial appointment all terms thereafter will be three (3) year terms.

B. The Commission shall, during its first meeting, elect a chairperson and a vice-chairperson from and by the voting membership of the Commission to serve one-year terms. A chairperson may serve no more than two consecutive terms as chairperson (exclusive of a term as vice-chairperson). Upon the conclusion of a second, consecutive term as chairperson, such commission member shall be ineligible to serve as either chairperson or vice-chairperson until a calendar year has expired.

2-25-001-~~0003~~ 0004 ELIGIBILITY

Any resident of the City of Flagstaff shall be eligible for appointment by the City Council to the Committee, in accordance with the membership requirements outlined above, and shall serve at the pleasure of the City Council and without compensation.

2-25-001-~~0004~~ 0005 PURPOSE AND DUTIES

A. The ~~purpose of the~~ Housing Commission ~~is to~~ serves as an advisory board to City Council, makes recommendations ~~to Council~~ with respect to housing needs and programs in Flagstaff, ~~including but not limited to, potential funding sources and oversight of any funds approved by~~and furnishes the Council with information through the ~~general electorate, and to guide the implementation and creation of housing and housing programs for the benefit of Flagstaff and its citizens. The Commission shall also provide oversight to any funds approved by the general electorate for housing purposes~~Housing Director.

~~A.~~B. The Housing Commission shall:

1. Examine funding sources available for housing in Flagstaff, ~~and~~ make recommendations to City Council on potential funding sources, including bond measures, and provide oversight of any funds approved by the electorate for housing purposes.
2. ~~Serve as an advisory board to City Council and furnish the Council with information and~~ Make recommendations on the creation and implementation of housing and housing policies and programs for the benefit of its citizens.~~through the Housing Director.~~
3. Make recommendations regarding the prioritization of the community's housing needs.
4. Make recommendations regarding how affordable market rate housing can be responsibly stimulated through changes in the City Code as well as other potential solutions
5. Examine and make recommendations regarding increasing the affordability of housing in Flagstaff
6. Explore alternative models of housing and make recommendations to Council.
~~3.~~7. Advise and assist the City Council on ways to educate the community on housing, including the role housing plays as infrastructure in Flagstaff.

~~4.~~8. ~~Guide~~ Upon request, serve as a resource on implementation of housing policy and programs.

~~B~~C. To further assist the Commission in carrying out its duties, the Commission may request the assistance of technical experts and/or employees and agents of the City and other entities.

2-25-001-~~0005~~ 0006 MEETINGS; ATTENDANCE

A. The Commission shall meet no less than quarterly from the first month following the initial appointment of Commission members.

B. The Housing Commission shall not conduct any business at a meeting unless a quorum is present. A quorum shall consist of a simple majority of the voting membership of the Commission, excluding current vacancies.

C. Official business shall be conducted pursuant to the Board and Commission Members' Rules and Operations Manual adopted by Resolution No. 2016-33 of the City Council, as may be amended from time to time, and in accordance with meeting procedures, if any, adopted by the Commission insofar as they are not in conflict with the Board and Commission Members' Rules and Operations Manual. In the event of any such conflict, the provisions of the Board and Commission Members' Rules and Operations Manual shall prevail.

SECTION 2. 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 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. 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

ORDINANCE NO. 2019-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 2, *BOARDS AND COMMISSIONS*, BY ADDING A NEW CHAPTER 2-25, CREATING A HOUSING COMMISSION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Council has an Affordable Housing goal to "Support development and increase the inventory of public and private affordable housing for renters and home-owners"; and

WHEREAS, the Regional Plan includes goal NH.3. "Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors"; and

WHEREAS, affordable/workforce housing is integral to the community regional quality of life and sustainability; and

WHEREAS, the creation of the Housing Commission will assure that an open, inclusive, and transparent process is utilized in the discussion, prioritization, and presentation of recommendations that address the community's housing needs.

ENACTMENTS:

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

SECTION 1. In General.

Flagstaff City Code, Title 2, *Boards and Commissions*, is hereby amended by adding a new chapter to read as follows:

CHAPTER 2-25
FLAGSTAFF HOUSING COMMISSION

2-25-001-0001 CREATION OF COMMITTEE

A Housing Commission is hereby created.

2-25-001-0002 MEMBERS AND OFFICERS

The Housing Commission shall have thirteen (13) voting members; twelve (12) members appointed by the City Council and one (1) representative from the Flagstaff Housing Authority Board of Commissioners. All members shall reside within the Flagstaff City limits.

A. Members shall be appointed to fit into one of the professional categories listed below, however, the members identified as required must be appointed. Any member may satisfy

more than one (1) of the below qualifications and any "professional" category may be filled by a person who is retired from that profession.

1. Building and Real Estate Professionals (6 members)
    a. Builders (required)
    b. Developers (required)
    c. Architects
    d. Land Use Experts
    e. Realtors (required)
    f. Lenders (required)
    g. Residential Multi-Family/Property Management Representative (required)
    h. Other Building or Real Estate Professional

2. Low Income Housing Experts (4 members)
    a. Housing Nonprofits
    b. Low Income Representatives
    c. Flagstaff Housing Authority Board of Commissioners member (required)
    d. Other Low Income Housing Expert

3. Community Representatives (3 members)
    a. General Public
    b. Private Business Representatives
    c. Workforce Representatives
    d. Neighborhood Associations
    e. HOA Representatives

B. Appointed members shall have an interest in housing and be committed to represent not only their specific areas of expertise, but also the community at large.

2-25-001-0004 TERMS AND OFFICERS

A. Appointments to the Housing Commission from the Housing Authority Board of Commissioners shall be for no longer than the remaining term of the appointing Commission's designee. Terms of all other appointees shall be for three years except for the first appointments creating staggered terms as follows: The City Council shall appoint four members for three year (3) terms, four members for two (2) year terms, and four members for one (1) year terms. After the initial appointment all terms thereafter will be three (3) year terms.

B. The Commission shall, during its first meeting, elect a chairperson and a vice-chairperson from and by the voting membership of the Commission to serve one-year terms. A chairperson may serve no more than two consecutive terms as chairperson (exclusive of a term as vice-chairperson). Upon the conclusion of a second consecutive term as chairperson, such commission member shall be ineligible to serve as either chairperson or vice-chairperson until a calendar year has expired.

2-25-001-0004 ELIGIBILITY

Any resident of the City of Flagstaff shall be eligible for appointment by the City Council to the

Committee, in accordance with the membership requirements outlined above, and shall serve at the pleasure of the City Council and without compensation.

2-25-001-0005 PURPOSE AND DUTIES

A. The Housing Commission serves as an advisory board to City Council, makes recommendations with respect to housing needs and programs in Flagstaff, and furnishes the Council with information through the Housing Director.

B. The Housing Commission shall:

1. Examine funding sources available for housing in Flagstaff, make recommendations to City Council on potential funding sources, including bond measures, and provide oversight of any funds approved by the electorate for housing purposes.
2. Make recommendations on the creation and implementation of housing and housing policies and programs for the benefit of Flagstaff and its citizens.
3. Make recommendations regarding the prioritization of the community's housing needs.
4. Make recommendations regarding how affordable market rate housing can be responsibly stimulated through changes in the City Code as well as other potential solutions.
5. Examine and make recommendations regarding increasing the affordability of housing in Flagstaff.
6. Explore alternative models of housing and make recommendations to Council.
7. Advise and assist the City Council on ways to educate the community on housing, including the role housing plays as infrastructure in Flagstaff.
8. Upon request, serve as a resource on implementation of housing policy and programs.

C. To further assist the Commission in carrying out its duties, the Commission may request the assistance of technical experts and/or employees and agents of the City and other entities.

2-25-001-0006 MEETINGS; ATTENDANCE

A. The Commission shall meet no less than quarterly from the first month following the initial appointment of Commission members.

B. The Housing Commission shall not conduct any business at a meeting unless a quorum is present. A quorum shall consist of a simple majority of the voting membership of the Commission, excluding current vacancies.

C. Official business shall be conducted pursuant to the Board and Commission Members' Rules and Operations Manual adopted by Resolution No. 2016-33 of the City Council, as may be amended from time to time, and in accordance with meeting procedures, if any, adopted by the Commission insofar as they are not in conflict with the Board and Commission Members' Rules and Operations Manual. In the event of any such conflict, the provisions of the Board and Commission Members' Rules and Operations Manual shall prevail.

SECTION 2. 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 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. 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

Ordinance 2019-25 Creating a Housing Commission

Sarah Darr

June 25, 2019

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Purpose and Duties

"The **purpose of the Housing Commission** is to **serve as an advisory board to make recommendations to Council** with respect to **housing needs and programs in Flagstaff**, including but not limited to, **potential funding sources and oversight of any funds approved by the general electorate**, and to **guide the implementation and creation of housing and housing programs** for the benefit of Flagstaff and its citizens. The Commission shall also **provide oversight to any funds approved by the general electorate for housing purposes.**"

Purpose and Duties

The Housing Commission shall:

- **Examine funding sources** available for housing in Flagstaff and **make recommendations to City Council** on bond measures and **provide oversight of funds approved by the electorate**.
- **Serve as an advisory board to City Council** and furnish the Council with information and recommendations through the Housing Director.
- **Advise and assist the City Council on ways to educate the community on the role housing plays** as infrastructure in Flagstaff.
- **Guide implementation** of housing policy and programs.

Membership

Members shall be appointed to fit into one of the professional categories listed.

Any member may satisfy more than one (1) of qualifications and any "professional" category may be filled by a person who is retired from that profession.

Appointed members shall have an interest in housing and be committed to represent not only their specific areas of expertise, but also the community at large.

Proposed Membership

- Community Representatives (3 members)
- Building Professionals (3 members)
- Real Estate Professionals (3 members)
- Other (3 members)
- At Large Members (3 members)

Proposed Membership

Community Representatives (3 members)

- Low Income Representatives
- Homeowner
- Renter

Building Professionals (3 members)

- Builders
- Developers
- Architects
- Land Use Experts

Real Estate Professionals (3 members)

- Realtors
- Lenders
- Multi-Family/Property Management

Other (3 members)

- Housing Nonprofits
- Private Business Representatives
- Neighborhood Associations/HOA Representatives

At Large Members (3 members)

- Flagstaff Housing Authority Board of Commissioners member (required)
- General Public
- Workforce Representatives

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Katie Brandis, Dispatch Supervisor
Co-Submitter:	Stacey Brechler-Knaggs
Date:	06/26/2019
Meeting Date:	07/02/2019

TITLE:

Consideration and Approval of Grant Agreement: Arizona 911 Grant Agreement between Arizona Department of Administration Office of Grants and Federal Resources and the City of Flagstaff Acting as System Administrator for Coconino County.

STAFF RECOMMENDED ACTION:

Approve the acceptance of the grant from the Arizona Department of Administration Office of Grants and Federal Resources in the amount of $720,616.00 for the 911 budget for Coconino County FY2020.

Executive Summary:

Flagstaff Police Department acting as 911 System Administrator for Coconino County Public Safety Answering Points (PSAPs) was awarded $720,616.00 in grant funds from the Arizona Department of Administration Office of Grants and Federal Resources. This grant funds all operational costs of the 911 telephone systems for the PSAP's in Coconino County which includes: Flagstaff Police Department, Williams Police Department, Page Police Department, Grand Canyon National Park Service, and Glen Canyon National Park Service.

Financial Impact:

The grant award is $720,616.00 which will fund all of Coconino County's 911 telephone system operational costs 100%.

Policy Impact:

None.

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

Effective Governance - Regional Plan (2030) - Planning, Public Safety, Goal PF.3 Provide high-quality emergency response and public safety services.

Has There Been Previous Council Decision on This:

No. In 2018, the State of Arizona 911 office was combined with the Arizona Department of Administration Office of Grants and Federal Resources Office. In previous years the State 911 office paid the telephone companies directly for the costs to operate the state 911 system including the PSAP's in Coconino County. For FY2020 the Arizona Department of Administration Office of Grants and Federal Resources Office created a grant program and awarded each county the funds to pay for their 911 services.

Options and Alternatives:

Approve the acceptance of the grant or decline the acceptance of the grant.

Background/History:

Flagstaff Police Department has been designated the System Administrator for Coconino County. The System Administrator is responsible for submitting 911 operating bills to the State 911 Office, and submitting call statistics and required reports to the State for all the PSAP's in their county. Historically the 911 telephone bills would be mailed to the Flagstaff Police Department. The 911 Coordinator would make sure the charges on the bill were correct and send the bill and an authorization letter to the State 911 office. In turn, they would pay the bills with money from revenues collected through the Emergency Telecommunication Service Revolving Fund. In 2018, the Arizona 911 Office was moved under the direction of the Arizona Department of Administration Office of Grants and Federal Resources. With this change, the Arizona Department of Administration Grants and Federal Resources Office created a grant program for the FY2020 911 Budget. System Administrators had to apply for the funds to pay the 911 system bills. This allows the PSAP's to be responsible for their bills and to be reimbursed through the Grant award by the State. The process makes sure funds are distributed fairly across the state.

Key Considerations:

911 is known nationwide as the telephone number to call when a person needs emergency assistance. PSAP's field emergency phone calls for all of Coconino County. Flagstaff Police Department was designated by the State 911 Office to be the System Administrator for the PSAP's within Coconino County. 911 systems in Arizona are funded from a tax on cell phones called the Emergency Telecommunication Service Revolving Fund.

Community Benefits and Considerations:

Having a 911 system allows citizens to dial three numbers to have access to emergency services instead of having to dial seven digits and go through an automated telephone system. This allows for faster responses to emergencies for every citizen. Payment of 911 services by the State 911 Office through tax allows the PSAP's in Coconino County to provide consistent emergency response.

Community Involvement:

To work directly with the public to ensure that the Coconino County PSAP's have correct address information and provide quality customer service in emergency and non-emergency situations.

Expanded Options and Alternatives:

If approved the grant would allow for the acceptance of $720,616.00 in State funds that will provide consistent access to the 911 emergency telephone system.

Attachments: 911 Grant Agreement

ARIZONA DEPARTMENT OF ADMINISTRATION
OFFICE OF GRANTS AND FEDERAL RESOURCES
9-1-1 PROGRAM
GRANT AGREEMENT

GFR Grant Number: GFR-AZ911-20-002

This Grant Agreement (**"Agreement"**) is between the City of Flagstaff, acting as System Administrator, (**"Grantee"**), participating and the State of Arizona, acting through the Arizona Department of Administration (**"ADOA"**), Office of Grants and Federal Resources (**"GFR"**) (sometimes, individually, a **"Party,"** or collectively, **"Parties"**).

AUTHORIZATION

1. Executive Order 2013-09 authorizes the Office of Grants and Federal Resources to establish partnerships and working relationships with private and local government entities to enhance Arizona's ability to procure and manage grants.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2019 and terminate on June 30, 2020. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by GFR. A request for an extension must be received by GFR, sixty (60) days prior to the end of the award period. GFR in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

5. Termination:

   5.1. In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.

   5.2. In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

OBLIGATIONS OF THE PARTIES

6. Responsibilities of the Grantee:
   6.1. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.

   6.2. GRANTEE agrees that it will submit financial and activity reports to GFR in a format provided by GFR, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

6.3. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or GFR-approved payments. Reports are due pursuant to the schedule listed in this agreement.

6.4. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by GFR.

6.5. The final request for reimbursement of grant funds must be received by GFR no later than sixty (60) days after the last day of the award period.

6.6. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

6.7. Grantee agrees to remit all unexpended grant funds to GFR within thirty (30) days of written request received from GFR.

6.8. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.

6.9. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.

6.10. Grantee agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

6.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

6.12. Required activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Due:	**Due Date:**
MIS Report for CY 2019	January 25, 2020
Level of Service (Traffic Busy Study Report)	April 25, 2020
GIS Accuracy Report	June 25, 2020

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

*More frequent reports may be required for GRANTEES who are considered high risk.

7. Responsibilities of the State:

7.1. It is agreed and understood that the total to be paid by GFR under this Agreement shall not exceed $720,616 in state funds.

7.2. Once the financial reimbursement request is approved by GFR, payment to Grantee will be completed within 5 business days.

7.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual/Outside Services	$714,720
Construction	$0.00
Other Costs	$5,896
Total	$720,616

MISCELLANEOUS TERMS

8. In accordance with ARS § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. In accordance with A.R.S. § 35-214, the GRANTEE shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Arizona Department of Administration

10. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:

10.1. Any contractor or subcontractor who is contracted by a party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);

10.2. That any breach of the warranty in paragraph 10.1 shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;

10.3. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph 10.1 and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and

10.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

11. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.

12. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

13. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

14. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

15. Any change, modification, or extension of this Agreement must be submitted through GFR's online grant management system, eCivis, and approved by GFR.

16. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

17. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.

18. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

19. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

20. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

21. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

22. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

23. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

24. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.RS. § 12-1518, except as may be required by other applicable statutes.

25. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

26. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for GFR to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

27. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Office of Grants and Federal Resources:
Arizona Department of Administration
Office of Grants and Federal Resources- State 9-1-1 Program
100 North 15th Avenue, Suite 305
Phoenix, AZ 85007
Attention: Matthew Hanson

B. If to the GRANTEE:
City of Flagstaff- Flagstaff Police Department
911 E Sawmill Road
Flagstaff, AZ 86001
Attention: Mrs. Barbara Goodrich

Arizona Department of Administration
Office of Grants and Federal Resources
9-1-1 Program

GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must submit a current service plan to GFR. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.

2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.

3. GRANTEE must notify GFR within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if GFR assumes responsibility of the duties under this agreement.

4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: https://gao.az.gov

5. GRANTEE must share GIS data, at minimum, two (2) times per fiscal year upon request from GFR, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.
FOR GRANTEE:

Authorized Signatory Date

Printed Name and Title

Additional signature(s) if required by political subdivision Date

Printed Name and Title Date

Attest:

Clerk Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to GFR with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

Appropriate A.R.S., ordinance, or charter reference

FOR OFFICE OF GRANTS AND FEDERAL RESOURCES:

Matthew Hanson, Assistant Director Date
Arizona Department of Administration
Office of Grants and Federal Resources

9. G.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Katie Brandis, Dispatch Supervisor
Co-Submitter:	Stacey Brechler-Knaggs
Date:	06/26/2019
Meeting Date:	07/02/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-34: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the City of Williams, City of Page, Grand Canyon National Park, Glen Canyon National Park Service and the City of Flagstaff for the Arizona 911 Grant Program

STAFF RECOMMENDED ACTION:

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

Executive Summary:

Flagstaff Police Department, acting as the 911 System Administrator for Coconino County PSAP's, was awarded $720,616.00 in grant funds from the Arizona Department of Administration Office of Grants and Federal Resources State 911 Office. One of the grant requirements is for the System Administrator to enter into IGAs with the PSAP's they will be paying the 911 system bills for. For Coconino County, this includes Williams Police Department, Page Police Department, Grand Canyon National Park Service, and Glen Canyon National Park Service. The IGAs state that if the Arizona Department of Administration Grants and Federal Resources State 911 Office is unable to pay for the 911 system, each PSAP will be responsible for paying their portion of the 911 system operating costs.

Financial Impact:

The grant award is $720,616.00 which will fund all of Coconino County PSAP's 911 system operational costs 100%.

Policy Impact:

None.

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

Effective Governance - Regional Plan (2030) - Planning, Public Safety, Goal PF.3 Provide high-quality emergency response and public safety services.

Has There Been Previous Council Decision on This:

No. In 2018, the State of Arizona 911 Office was combined with the Arizona Department of Administration Grants and Federal Resources Office. In previous years the State 911 Office paid the telephone companies directly for the costs to operate the state 911 system. For FY2020 the Arizona Department of Administration Grants and Federal Resources Office created a grant program for the 911 budget and awarded each county the funds to pay for their 911 services. One of the grant requirements is for the agency that is designated as the System Administrator to enter into IGAs with the PSAP's they are responsible for.

Options and Alternatives:

Approve the acceptance of the IGA's or decline the acceptance of the IGA's .

Background/History:

Flagstaff Police Department has been designated by the Arizona Department of Administration Office of Grants and Federal Resources Office State 911 Office as the System Administrator for all PSAP's in Coconino County. The System Administrator is responsible for submitting 911 system operating bills to the Arizona Department of Administration Office of Grants and Federal Resources Office State 911 Office and submitting call statistics and required reports to the State for all PSAP's within the county. Historically the 911 telephone bills for all the PSAP's in Coconino County would be mailed to the Flagstaff Police Department. The 911 Coordinator would audit the charges on the 911 bills and send them to the State 911 Office for payment. In turn, the State 911 Office would pay the bills with money from revenues collected through the Emergency Telecommunications Services Revolving Fund. In 2018, the State 911 Office was moved to the Arizona Department of Administration Office of Grants and Federal Resources Office. With this change, the Arizona Department of Administration Office of Grants and Federal Resources created a grant program for the FY2020 911 budget. System Administrators had to apply for the funds on behalf of the PSAP's in their county to pay the 911 bills. This allows the PSAP's and the System Administrators to be responsible for their bills and to be reimbursed through the grant award by the state. A requirement of the grant is to have agreements in place with the city that is designated System Administrator and the PSAP's they are responsible for.

Key Considerations:

Flagstaff Police Department was designated System Administrator for the PSAP's within Coconino County to include: Williams Police Department, Page Police Department, Grand Canyon National Park and Glen Canyon National Park. The IGA's assure that if the State is unable to pay the 911 System bills, each PSAP will be responsible for their portion of the cost.

Community Benefits and Considerations:

Having a 911 system allows citizens to dial three numbers to have access to emergency services instead of having to dial seven digits and go through an automated telephone system. This allows for faster responses to emergencies for every citizen. The IGA's and the 911 budget grant will allow the PSAP's in Coconino County to have a consistent emergency response.

Community Involvement:

To work with the public to ensure that the Coconino County PSAP's have correct address information and provide exceptional emergency services Countywide.

Expanded Options and Alternatives:

If approved the IGA's would allow the City of Flagstaff, acting as 911 System Administrator to pay the 911 system operating bills on behalf of Coconino County PSAP's and be reimbursed from awards from the State 911 FY2020 Budget grants

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Attachments: Williams IGA
Res. 2019-34
Page IGA
Grand Canyon IGA
Glen Canyon IGA

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
between

the City of Flagstaff

and

City of Williams

This intergovernmental agreement ("Agreement") is entered into this 1st day of July, 2019, between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the City of Williams, an Arizona municipal corporation with offices at 113 S. 1st Street Williams, Arizona ("PARTIES").

RECITALS

A. The PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and

B. The PARTIES recognize the importance of interagency cooperation; and

C. The Arizona 911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

NOW, THEREFORE, pursuant to A.R.S. §11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to administer the funds received by the City of Flagstaff under the ADOA-GFR Arizona 911 Grant Program for maintenance and operating of all PSAPs in Coconino County.

2. Agreement

The parties agree to the following Procedures:

A. The City of Flagstaff, acting as the 911 System Administrator, will serve as the grant administer of the 2019-2020 ADOA-GFR Arizona 911 Grant Award.

B. Pursuant to the ADOA-GFR Arizona 911 Grant Program guidelines the City of Williams will provide the necessary information to the City of Flagstaff, ten (10) days prior to the date the MIS Accuracy Report is due to the State. The City of Flagstaff will prepare and submit the GIS report, the Level of Service Report, and the Financial Reports on behalf of the City of Williams. MIS Report information is due to the City of Flagstaff by January 15, 2020.

C. The City of Flagstaff, as system administrator will pay the City Of Williams PSAPs' operating bills and submit reimbursement to the State under the ADOA-GFR Arizona 911 Grant Program for the City of Flagstaff to be reimbursed. The City of Williams has been budgeted sixty thousand dollars ($60,000.00) by the State under the ADOA-GFR Arizona 911 Grant Program. (See Exhibit A, copy of Budget Report for Coconino County PSAPs) If the City of Flagstaff is not reimbursed for paying the City of Williams PSAPs' operating bills by the State, then the City of Williams agrees to reimburse the City of Flagstaff for their operating bills.

D. During the term of this Agreement, participating agencies will be monitored periodically by City staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

E. The City of Williams agrees to retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times and upon request, the City Of Williams shall produce the original of any or all such records to the City of Flagstaff or the offices of the Arizona Department of Administration.

F. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the ADOA-GFR Arizona 911 Grant Award. (See Exhibit B, Copy of Grant Agreement)

3. Indemnification

To the extent permitted by Arizona Law, each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

4. Worker's Compensation Claims
The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance
Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

6. Effective Date; Term; Effect of Termination on Remaining Parties;

A. Effective Date. This Agreement will commence on July 1, 2019 and terminate on June 30, 2020.

B. This agreement may be renewed or amended for up to five years contingent upon available funding from the State

C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.

7. Cancellation for Conflict of Interest
This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

8. Compliance with All Laws
Each Party shall comply with all federal, state, and local laws, rules and regulations.

9. Execution Procedure
This Agreement will be executed in counterparts by the governing body of each Party.

10. Non-Discrimination
Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information

11. Legal Arizona Workers Act Compliance

Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.
A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.
Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

12. Non-appropriation
This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

13. No Third Party Beneficiaries
The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

14. Signatures
Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

City of Flagstaff

_____
Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

_____

Authorized signatory:

_____

Name: _____

Title: _____

Attest:

_____

Name: _____

Title: _____

Date of formal approval by governing body:

_____

Attorney's Approval:

_____

Name: _____

Title: _____

Exhibit A

Category	GL Account	Title	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	Cost Share
Contractual								
Wireless Phase 2								
	(Page)	AZ Telephone Co	1	$8,400.00	$8,400.00	$8,400.00	$0.00	$0.00
	(Page)	AZ Telephone Co	1	$6,000.00	$6,000.00	$6,000.00	$0.00	$0.00
	(Flagstaff)	Frontier	1	$7,440.00	$7,440.00	$7,440.00	$0.00	$0.00
	(Page)	Comnet	1	$18,000.00	$18,000.00	$18,000.00	$0.00	$0.00
	(Flagstaff)	Century Link	1	$120,000.00	$120,000.00	$120,000.00	$0.00	$0.00
Century Link Wireline Trunks								
	(Flagstaff)	Century Link	1	$54,000.00	$54,000.00	$54,000.00	$0.00	$0.00
	(Glen Canyon)	Glen Canyon	1	$5,400.00	$5,400.00	$5,400.00	$0.00	$0.00
	(Flagstaff)	Century Link	1	$480.00	$480.00	$480.00	$0.00	$0.00
	(Flagstaff)	Century Link	1	$16,800.00	$16,800.00	$16,800.00	$0.00	$0.00
	(Flagstaff)	Century Link	1	$2,400.00	$2,400.00	$2,400.00	$0.00	$0.00
	(Flagstaff)	Century Link	1	$1,800.00	$1,800.00	$1,800.00	$0.00	$0.00
NG911/Managed Services								
		Grand Canyon	1	$54,000.00	$54,000.00	$54,000.00	$0.00	$0.00
		Flagstaff Police	1	$300,000.00	$300,000.00	$300,000.00	$0.00	$0.00
		Williams Police	1	$60,000.00	$60,000.00	$60,000.00	$0.00	$0.00
		Page Police	1	$60,000.00	$60,000.00	$60,000.00	$0.00	$0.00
Contractual Total			**15**	**$714,720.00**	**$714,720.00**	**$714,720.00**	**$0.00**	**$0.00**

Agency	Total
City of Flagstaff	502,920.00
City of Page	92,400.00
City of Williams	60,000.00
Grand Canyon National Park	54,000.00
Glen Canyon National Park Service	5,400.00
Contractual Total	714,720.00
Administrative Costs	5,896.00
Total Grant Award	720,616

Exhibit B

ARIZONA DEPARTMENT OF ADMINISTRATION
OFFICE OF GRANTS AND FEDERAL RESOURCES
9-1-1 PROGRAM
GRANT AGREEMENT

GFR Grant Number: GFR-AZ911-20-002

This Grant Agreement (**"Agreement"**) is between the City of Flagstaff, acting as System Administrator, (**"Grantee"**), participating and the State of Arizona, acting through the Arizona Department of Administration (**"ADOA"**), Office of Grants and Federal Resources (**"GFR"**) (sometimes, individually, a **"Party,"** or collectively, **"Parties"**).

AUTHORIZATION

1. Executive Order 2013-09 authorizes the Office of Grants and Federal Resources to establish partnerships and working relationships with private and local government entities to enhance Arizona's ability to procure and manage grants.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2019 and terminate on June 30, 2020. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by GFR. A request for an extension must be received by GFR, sixty (60) days prior to the end of the award period. GFR in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

5. Termination:

   5.1. In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.

   5.2. In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

OBLIGATIONS OF THE PARTIES

6. Responsibilities of the Grantee:
   6.1. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.

   6.2. GRANTEE agrees that it will submit financial and activity reports to GFR in a format provided by GFR, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

6.3. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or GFR-approved payments. Reports are due pursuant to the schedule listed in this agreement.

6.4. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by GFR.

6.5. The final request for reimbursement of grant funds must be received by GFR no later than sixty (60) days after the last day of the award period.

6.6. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

6.7. Grantee agrees to remit all unexpended grant funds to GFR within thirty (30) days of written request received from GFR.

6.8. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.

6.9. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.

6.10. Grantee agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

6.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

6.12. Required activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Due:	**Due Date:**
MIS Report for CY 2019	January 25, 2020
Level of Service (Traffic Busy Study Report)	April 25, 2020
GIS Accuracy Report	June 25, 2020

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

*More frequent reports may be required for GRANTEES who are considered high risk.

7. Responsibilities of the State:

7.1. It is agreed and understood that the total to be paid by GFR under this Agreement shall not exceed $720,616 in state funds.

7.2. Once the financial reimbursement request is approved by GFR, payment to Grantee will be completed within 5 business days.

7.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual/Outside Services	$714,720
Construction	$0.00
Other Costs	$5,896
Total	$720,616

MISCELLANEOUS TERMS

8. In accordance with ARS § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. In accordance with A.R.S. § 35-214, the GRANTEE shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Arizona Department of Administration

10. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:

10.1. Any contractor or subcontractor who is contracted by a party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);

10.2. That any breach of the warranty in paragraph 10.1 shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;

10.3. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph 10.1 and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and

10.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

11. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.

12. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

13. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

14. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

15. Any change, modification, or extension of this Agreement must be submitted through GFR's online grant management system, eCivis, and approved by GFR.

16. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

17. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.

18. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

19. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

20. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

21. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

22. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

23. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

24. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.RS. § 12-1518, except as may be required by other applicable statutes.

25. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

26. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for GFR to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

27. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Office of Grants and Federal Resources:
Arizona Department of Administration
Office of Grants and Federal Resources- State 9-1-1 Program
100 North 15th Avenue, Suite 305
Phoenix, AZ 85007
Attention: Matthew Hanson

B. If to the GRANTEE:
City of Flagstaff- Flagstaff Police Department
911 E Sawmill Road
Flagstaff, AZ 86001
Attention: Mrs. Barbara Goodrich

Arizona Department of Administration
Office of Grants and Federal Resources
9-1-1 Program

GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must submit a current service plan to GFR. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.

2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.

3. GRANTEE must notify GFR within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if GFR assumes responsibility of the duties under this agreement.

4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: https://gao.az.gov

5. GRANTEE must share GIS data, at minimum, two (2) times per fiscal year upon request from GFR, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory Date

Printed Name and Title

Additional signature(s) if required by political subdivision Date

Printed Name and Title Date

Attest:

Clerk Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to GFR with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

Appropriate A.R.S., ordinance, or charter reference

FOR OFFICE OF GRANTS AND FEDERAL RESOURCES:

Matthew Hanson, Assistant Director Date
Arizona Department of Administration
Office of Grants and Federal Resources

RESOLUTION NO. 2019-34

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILLIAMS, CITY OF PAGE, GRAND CANYON NATIONAL PARK, GLEN CANYON NATIONAL PARK SERVICE AND THE CITY OF FLAGSTAFF FOR THE ARIZONA 911 GRANT PROGRAM.

RECITALS:

WHEREAS, the PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and

WHEREAS, the PARTIES recognize the importance of interagency cooperation; and

WHEREAS, the Arizona 911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between the City of Williams, City of Page, Grand Canyon National Park, Glen Canyon National Park Service and the City of Flagstaff, Arizona, attached hereto ("IGA"), which shall become effective July 1, 2019 ("Effective Date").

SECTION 2. Effective Date.

This resolution shall be immediately effective upon 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

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
between

the City of Flagstaff

and

City of Page

This intergovernmental agreement ("Agreement") is entered into this 1st day of July, 2019, between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the City of Page, an Arizona municipal corporation with offices at 697 Vista Avenue, Page, Arizona ("PARTIES").

RECITALS

A. The PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and

B. The PARTIES recognize the importance of interagency cooperation; and

C. The Arizona 911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

NOW, THEREFORE, pursuant to A.R.S. §11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to administer the funds received by the City of Flagstaff under the ADOA-GFR Arizona 911 Grant Program for maintenance and operating of all PSAPs in Coconino County.

2. Agreement

The parties agree to the following Procedures:

A. The City of Flagstaff, acting as the 911 System Administrator, will serve as the grant administer of the 2019-2020 ADOA-GFR Arizona 911 Grant Award.

B. Pursuant to the ADOA-GFR Arizona 911 Grant Program guidelines the City of Page will provide the necessary information to the City of Flagstaff, ten (10) days prior to the date the MIS Accuracy Report is due to the State. The City of Flagstaff will prepare and submit the GIS report, the Level of Service Report, and the Financial Reports on behalf of the City of Page. MIS Report information is due to the City of Flagstaff by January 15, 2020.

C. The City of Flagstaff, as system administrator will pay the City Of Page PSAPs' operating bills and submit reimbursement to the State under the ADOA-GFR Arizona 911 Grant Program for the City of Flagstaff to be reimbursed. The City of Page has been budgeted ninety-two thousand four hundred dollars ($92,400.00) by the State under the ADOA-GFR Arizona 911 Grant Program. (See Exhibit A, copy of Budget Report for Coconino County PSAPs) If the City of Flagstaff is not reimbursed for paying the City of Page PSAPs' operating bills by the State, then the City of Page agrees to reimburse the City of Flagstaff for their operating bills.

D. During the term of this Agreement, participating agencies will be monitored periodically by City staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

E. The City of Page agrees to retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times and upon request, the City Of Page shall produce the original of any or all such records to the City of Flagstaff or the offices of the Arizona Department of Administration.

F. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the ADOA-GFR Arizona 911 Grant Award. (See Exhibit B, Copy of Grant Agreement)

3. Indemnification

To the extent allowed under Arizona Law, each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

4. Worker's Compensation Claims
The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance
Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

6. Effective Date; Term; Effect of Termination on Remaining Parties;

A. Effective Date. This Agreement will commence on July 1, 2019 and terminate on June 30, 2020.

B. This agreement may be renewed or amended for up to five years contingent upon available funding from the State

C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.

7. Cancellation for Conflict of Interest
This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

8. Compliance with All Laws
Each Party shall comply with all federal, state, and local laws, rules and regulations.

9. Execution Procedure
This Agreement will be executed in counterparts by the governing body of each Party.

10. Non-Discrimination
Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information

11. Legal Arizona Workers Act Compliance

Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.
A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.
Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

12. Non-appropriation
This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

13. No Third Party Beneficiaries
The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

14. Signatures
Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

City of Flagstaff

_____
Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

_____

Authorized signatory:

_____

Name: _____

Title: _____

Attest:

_____

Name: _____

Title: _____

Date of formal approval by governing body:

_____

Attorney's Approval:

_____

Name: _____

Title: _____

Exhibit A

Category	GL Account	Title	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	Cost Share
Contractual								
Wireless Phase 2								
	(Page)	AZ Telephone Co	1	$8,400.00	$8,400.00	$8,400.00	$0.00	$0.00
	(Page)	AZ Telephone Co	1	$6,000.00	$6,000.00	$6,000.00	$0.00	$0.00
	(Flagstaff)	Frontier	1	$7,440.00	$7,440.00	$7,440.00	$0.00	$0.00
	(Page)	Comnet	1	$18,000.00	$18,000.00	$18,000.00	$0.00	$0.00
	(Flagstaff)	Century Link	1	$120,000.00	$120,000.00	$120,000.00	$0.00	$0.00
Century Link Wireline Trunks								
	(Flagstaff)	Century Link	1	$54,000.00	$54,000.00	$54,000.00	$0.00	$0.00
	(Glen Canyon)	Glen Canyon	1	$5,400.00	$5,400.00	$5,400.00	$0.00	$0.00
	(Flagstaff)	Century Link	1	$480.00	$480.00	$480.00	$0.00	$0.00
	(Flagstaff)	Century Link	1	$16,800.00	$16,800.00	$16,800.00	$0.00	$0.00
	(Flagstaff)	Century Link	1	$2,400.00	$2,400.00	$2,400.00	$0.00	$0.00
	(Flagstaff)	Century Link	1	$1,800.00	$1,800.00	$1,800.00	$0.00	$0.00
NG911/Managed Services								
		Grand Canyon	1	$54,000.00	$54,000.00	$54,000.00	$0.00	$0.00
		Flagstaff Police	1	$300,000.00	$300,000.00	$300,000.00	$0.00	$0.00
		Williams Police	1	$60,000.00	$60,000.00	$60,000.00	$0.00	$0.00
		Page Police	1	$60,000.00	$60,000.00	$60,000.00	$0.00	$0.00
Contractual Total			**15**	**$714,720.00**	**$714,720.00**	**$714,720.00**	**$0.00**	**$0.00**

Agency	Total
City of Flagstaff	502,920.00
City of Page	92,400.00
City of Williams	60,000.00
Grand Canyon National Park	54,000.00
Glen Canyon National Park Service	5,400.00
Contractual Total	714,720.00
Administrative Costs	5,896.00
Total Grant Award	720,616

Exhibit B

ARIZONA DEPARTMENT OF ADMINISTRATION
OFFICE OF GRANTS AND FEDERAL RESOURCES
9-1-1 PROGRAM
GRANT AGREEMENT

GFR Grant Number: GFR-AZ911-20-002

This Grant Agreement (**"Agreement"**) is between the City of Flagstaff, acting as System Administrator, (**"Grantee"**), participating and the State of Arizona, acting through the Arizona Department of Administration (**"ADOA"**), Office of Grants and Federal Resources (**"GFR"**) (sometimes, individually, a **"Party,"** or collectively, **"Parties"**).

AUTHORIZATION

1. Executive Order 2013-09 authorizes the Office of Grants and Federal Resources to establish partnerships and working relationships with private and local government entities to enhance Arizona's ability to procure and manage grants.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2019 and terminate on June 30, 2020. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by GFR. A request for an extension must be received by GFR, sixty (60) days prior to the end of the award period. GFR in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

5. Termination:

   5.1. In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.

   5.2. In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

OBLIGATIONS OF THE PARTIES

6. Responsibilities of the Grantee:
   6.1. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.

   6.2. GRANTEE agrees that it will submit financial and activity reports to GFR in a format provided by GFR, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

6.3. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or GFR-approved payments. Reports are due pursuant to the schedule listed in this agreement.

6.4. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by GFR.

6.5. The final request for reimbursement of grant funds must be received by GFR no later than sixty (60) days after the last day of the award period.

6.6. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

6.7. Grantee agrees to remit all unexpended grant funds to GFR within thirty (30) days of written request received from GFR.

6.8. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.

6.9. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.

6.10. Grantee agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

6.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

6.12. Required activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Due:	**Due Date:**
MIS Report for CY 2019	January 25, 2020
Level of Service (Traffic Busy Study Report)	April 25, 2020
GIS Accuracy Report	June 25, 2020

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

*More frequent reports may be required for GRANTEES who are considered high risk.

7. Responsibilities of the State:

7.1. It is agreed and understood that the total to be paid by GFR under this Agreement shall not exceed $720,616 in state funds.

7.2. Once the financial reimbursement request is approved by GFR, payment to Grantee will be completed within 5 business days.

7.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual/Outside Services	$714,720
Construction	$0.00
Other Costs	$5,896
Total	$720,616

MISCELLANEOUS TERMS

8. In accordance with ARS § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. In accordance with A.R.S. § 35-214, the GRANTEE shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Arizona Department of Administration

10. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:

10.1. Any contractor or subcontractor who is contracted by a party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);

10.2. That any breach of the warranty in paragraph 10.1 shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;

10.3. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph 10.1 and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and

10.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

11. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.

12. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

13. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

14. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

15. Any change, modification, or extension of this Agreement must be submitted through GFR's online grant management system, eCivis, and approved by GFR.

16. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

17. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.

18. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

19. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

20. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

21. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

22. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

23. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

24. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.RS. § 12-1518, except as may be required by other applicable statutes.

25. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

26. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for GFR to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

27. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Office of Grants and Federal Resources:
Arizona Department of Administration
Office of Grants and Federal Resources- State 9-1-1 Program
100 North 15th Avenue, Suite 305
Phoenix, AZ 85007
Attention: Matthew Hanson

B. If to the GRANTEE:
City of Flagstaff- Flagstaff Police Department
911 E Sawmill Road
Flagstaff, AZ 86001
Attention: Mrs. Barbara Goodrich

Arizona Department of Administration
Office of Grants and Federal Resources
9-1-1 Program

GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must submit a current service plan to GFR. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.

2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.

3. GRANTEE must notify GFR within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if GFR assumes responsibility of the duties under this agreement.

4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: https://gao.az.gov

5. GRANTEE must share GIS data, at minimum, two (2) times per fiscal year upon request from GFR, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory Date

Printed Name and Title

Additional signature(s) if required by political subdivision Date

Printed Name and Title Date

Attest:

Clerk Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to GFR with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

Appropriate A.R.S., ordinance, or charter reference

FOR OFFICE OF GRANTS AND FEDERAL RESOURCES:

Matthew Hanson, Assistant Director
Arizona Department of Administration
Office of Grants and Federal Resources

Date

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
between

the City of Flagstaff

and

Grand Canyon National Park

This intergovernmental agreement ("Agreement") is entered into this ___ day of _____, 2019, between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the Grand Canyon National Park ("PARTIES").

RECITALS

A. The PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and

B. The PARTIES recognize the importance of interagency cooperation; and

C. The Arizona 911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

1. Purpose

The purpose of this Agreement is to administer the funds received by the City of Flagstaff under the ADOA-GFR Arizona 911 Grant Program for maintenance and operating of all PSAPs in Coconino County.

2. Agreement

The parties agree to the following Procedures:

A. The City of Flagstaff, acting as the 911 System Administrator, will serve as the grant administer of the 2019-2020 ADOA-GFR Arizona 911 Grant Award.

B. Pursuant to the ADOA-GFR Arizona 911 Grant Program guidelines the Grand Canyon National Park will provide the necessary information to the City of Flagstaff, ten (10) days prior to the date the MIS Accuracy Report is due to the State. The City of Flagstaff

will prepare and submit the GIS report, the Level of Service Report, and the Financial Reports on behalf of the Grand Canyon National Park. MIS Report information is due to the City of Flagstaff by January 15, 2020.

C. The City of Flagstaff, as system administrator will pay the Grand Canyon National Park PSAPs' operating bills and submit reimbursement to the State under the ADOA-GFR Arizona 911 Grant Program for the City of Flagstaff to be reimbursed. The Grand Canyon National Park has been budgeted fifty-four thousand dollars ($54,000.00) by the State under the ADOA-GFR Arizona 911 Grant Program. (See Exhibit A, copy of Budget Report for Coconino County PSAPs) If the City of Flagstaff is not reimbursed for paying the Grand Canyon National Park PSAPs' operating bills by the State, then the Grand Canyon National Park agrees to reimburse the City of Flagstaff for their operating bills.

D. During the term of this Agreement, participating agencies will be monitored periodically by City staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

E. The Grand Canyon National Park agrees to retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times and upon request, the Grand Canyon National Park shall produce the original of any or all such records to the City of Flagstaff or the offices of the Arizona Department of Administration.

F. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the ADOA-GFR Arizona 911 Grant Award. (See Exhibit B, Copy of Grant Agreement)

3. Indemnification

Each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

4. Worker's Compensation Claims

The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the

public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance
Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

6. Effective Date; Term; Effect of Termination on Remaining Parties;

A. Effective Date. This Agreement will commence on July 1, 2019 and terminate on June 30, 2020.

B. This agreement may be renewed or amended for up to five years contingent upon available funding from the State

C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.

7. Cancellation for Conflict of Interest
This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

8. Compliance with All Laws
Each Party shall comply with all federal, state, and local laws, rules and regulations.

9. Execution Procedure
This Agreement will be executed in counterparts by the governing body of each Party.

10. Non-Discrimination
Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information

11. Legal Arizona Workers Act Compliance
Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.
Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

12. Non-appropriation
This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

13. No Third Party Beneficiaries
The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

14. Signatures
Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

City of Flagstaff

_____
Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

_____

Authorized signatory:

_____

Name: _____

Title: _____

Attest:

_____

Name: _____

Title: _____

Date of formal approval by governing body:

_____

Attorney's Approval:

_____

Name: _____

Title: _____

Exhibit A

Category	GL Account	Title	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	Cost Share
Contractual								
Wireless Phase 2								
	(Page)	AZ Telephone Co	1	$8,400.00	$8,400.00	$8,400.00	$0.00	$0.00
	(Page)	AZ Telephone Co	1	$6,000.00	$6,000.00	$6,000.00	$0.00	$0.00
	(Flagstaff)	Frontier	1	$7,440.00	$7,440.00	$7,440.00	$0.00	$0.00
	(Page)	Comnet	1	$18,000.00	$18,000.00	$18,000.00	$0.00	$0.00
	(Flagstaff)	Century Link	1	$120,000.00	$120,000.00	$120,000.00	$0.00	$0.00
Century Link Wireline Trunks								
	(Flagstaff)	Century Link	1	$54,000.00	$54,000.00	$54,000.00	$0.00	$0.00
	(Glen Canyon)	Glen Canyon	1	$5,400.00	$5,400.00	$5,400.00	$0.00	$0.00
	(Flagstaff)	Century Link	1	$480.00	$480.00	$480.00	$0.00	$0.00
	(Flagstaff)	Century Link	1	$16,800.00	$16,800.00	$16,800.00	$0.00	$0.00
	(Flagstaff)	Century Link	1	$2,400.00	$2,400.00	$2,400.00	$0.00	$0.00
	(Flagstaff)	Century Link	1	$1,800.00	$1,800.00	$1,800.00	$0.00	$0.00
NG911/Managed Services								
		Grand Canyon	1	$54,000.00	$54,000.00	$54,000.00	$0.00	$0.00
		Flagstaff Police	1	$300,000.00	$300,000.00	$300,000.00	$0.00	$0.00
		Williams Police	1	$60,000.00	$60,000.00	$60,000.00	$0.00	$0.00
		Page Police	1	$60,000.00	$60,000.00	$60,000.00	$0.00	$0.00
Contractual Total			**15**	**$714,720.00**	**$714,720.00**	**$714,720.00**	**$0.00**	**$0.00**

Agency	Total
City of Flagstaff	502,920.00
City of Page	92,400.00
City of Williams	60,000.00
Grand Canyon National Park	54,000.00
Glen Canyon National Park Service	5,400.00
Contractual Total	714,720.00
Administrative Costs	5,896.00
Total Grant Award	720,616

Exhibit B

ARIZONA DEPARTMENT OF ADMINISTRATION
OFFICE OF GRANTS AND FEDERAL RESOURCES
9-1-1 PROGRAM
GRANT AGREEMENT

GFR Grant Number: GFR-AZ911-20-002

This Grant Agreement (**"Agreement"**) is between the City of Flagstaff, acting as System Administrator, (**"Grantee"**), participating and the State of Arizona, acting through the Arizona Department of Administration (**"ADOA"**), Office of Grants and Federal Resources (**"GFR"**) (sometimes, individually, a **"Party,"** or collectively, **"Parties"**).

AUTHORIZATION

1. Executive Order 2013-09 authorizes the Office of Grants and Federal Resources to establish partnerships and working relationships with private and local government entities to enhance Arizona's ability to procure and manage grants.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2019 and terminate on June 30, 2020. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by GFR. A request for an extension must be received by GFR, sixty (60) days prior to the end of the award period. GFR in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

5. Termination:

   5.1. In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.

   5.2. In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

OBLIGATIONS OF THE PARTIES

6. Responsibilities of the Grantee:
   6.1. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.

   6.2. GRANTEE agrees that it will submit financial and activity reports to GFR in a format provided by GFR, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

6.3. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or GFR-approved payments. Reports are due pursuant to the schedule listed in this agreement.

6.4. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by GFR.

6.5. The final request for reimbursement of grant funds must be received by GFR no later than sixty (60) days after the last day of the award period.

6.6. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

6.7. Grantee agrees to remit all unexpended grant funds to GFR within thirty (30) days of written request received from GFR.

6.8. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.

6.9. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.

6.10. Grantee agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

6.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

6.12. Required activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Due:	**Due Date:**
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Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
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December 1 – December 31	January 25	June 1 – June 30	July 25

*More frequent reports may be required for GRANTEES who are considered high risk.

7. Responsibilities of the State:

7.1. It is agreed and understood that the total to be paid by GFR under this Agreement shall not exceed $720,616 in state funds.

7.2. Once the financial reimbursement request is approved by GFR, payment to Grantee will be completed within 5 business days.

7.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual/Outside Services	$714,720
Construction	$0.00
Other Costs	$5,896
Total	$720,616

MISCELLANEOUS TERMS

8. In accordance with ARS § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. In accordance with A.R.S. § 35-214, the GRANTEE shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Arizona Department of Administration

10. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:

10.1. Any contractor or subcontractor who is contracted by a party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);

10.2. That any breach of the warranty in paragraph 10.1 shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;

10.3. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph 10.1 and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and

10.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

11. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.

12. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

13. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

14. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

15. Any change, modification, or extension of this Agreement must be submitted through GFR's online grant management system, eCivis, and approved by GFR.

16. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

17. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.

18. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

19. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

20. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

21. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

22. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

23. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

24. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.RS. § 12-1518, except as may be required by other applicable statutes.

25. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

26. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for GFR to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

27. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Office of Grants and Federal Resources:
Arizona Department of Administration
Office of Grants and Federal Resources- State 9-1-1 Program
100 North 15th Avenue, Suite 305
Phoenix, AZ 85007
Attention: Matthew Hanson

B. If to the GRANTEE:
City of Flagstaff- Flagstaff Police Department
911 E Sawmill Road
Flagstaff, AZ 86001
Attention: Mrs. Barbara Goodrich

Arizona Department of Administration
Office of Grants and Federal Resources
9-1-1 Program

GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must submit a current service plan to GFR. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.

2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.

3. GRANTEE must notify GFR within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if GFR assumes responsibility of the duties under this agreement.

4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: https://gao.az.gov

5. GRANTEE must share GIS data, at minimum, two (2) times per fiscal year upon request from GFR, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory — Date

Printed Name and Title

Additional signature(s) if required by political subdivision — Date

Printed Name and Title — Date

Attest:

Clerk — Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to GFR with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal counsel for GRANTEE — Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

Appropriate A.R.S., ordinance, or charter reference

FOR OFFICE OF GRANTS AND FEDERAL RESOURCES:

Matthew Hanson, Assistant Director — Date
Arizona Department of Administration
Office of Grants and Federal Resources

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
between

the City of Flagstaff

and

Glen Canyon National Park Service

This intergovernmental agreement ("Agreement") is entered into this ___ day of _____, 2019, between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the Glen Canyon National Park Service ("PARTIES").

RECITALS

A. The PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and

B. The PARTIES recognize the importance of interagency cooperation; and

C. The Arizona 911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

1. Purpose

The purpose of this Agreement is to administer the funds received by the City of Flagstaff under the ADOA-GFR Arizona 911 Grant Program for maintenance and operating of all PSAPs in Coconino County.

2. Agreement

The parties agree to the following Procedures:

A. The City of Flagstaff, acting as the 911 System Administrator, will serve as the grant administer of the 2019-2020 ADOA-GFR Arizona 911 Grant Award.

B. Pursuant to the ADOA-GFR Arizona 911 Grant Program guidelines the Glen Canyon National Park Service will provide the necessary information to the City of Flagstaff, ten (10) days prior to the date the MIS Accuracy Report is due to the State. The City of

Flagstaff will prepare and submit the GIS report, the Level of Service Report, and the Financial Reports on behalf of the Glen Canyon National Park Service. MIS Report information is due to the City of Flagstaff by January 15, 2020.

C. The City of Flagstaff, as system administrator will pay the Glen Canyon National Park Service PSAPs' operating bills and submit reimbursement to the State under the ADOA-GFR Arizona 911 Grant Program for the City of Flagstaff to be reimbursed. The Glen Canyon National Park Service has been budgeted five thousand four hundred dollars ($5,400.00) by the State under the ADOA-GFR Arizona 911 Grant Program. (See Exhibit A, copy of Budget Report for Coconino County PSAPs) If the City of Flagstaff is not reimbursed for paying the Glen Canyon National Park Service PSAPs' operating bills by the State, then the Glen Canyon National Park Service agrees to reimburse the City of Flagstaff for their operating bills.

D. During the term of this Agreement, participating agencies will be monitored periodically by City staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

E. The Glen Canyon National Park Service agrees to retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times and upon request, the Glen Canyon National Park Service shall produce the original of any or all such records to the City of Flagstaff or the offices of the Arizona Department of Administration.

F. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the ADOA-GFR Arizona 911 Grant Award. (See Exhibit B, Copy of Grant Agreement)

3. Indemnification

Each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

4. Worker's Compensation Claims

The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the

public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance
Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

6. Effective Date; Term; Effect of Termination on Remaining Parties;

A. Effective Date. This Agreement will commence on July 1, 2019 and terminate on June 30, 2020.

B. This agreement may be renewed or amended for up to five years contingent upon available funding from the State

C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.

7. Cancellation for Conflict of Interest
This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

8. Compliance with All Laws
Each Party shall comply with all federal, state, and local laws, rules and regulations.

9. Execution Procedure
This Agreement will be executed in counterparts by the governing body of each Party.

10. Non-Discrimination
Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information

11. Legal Arizona Workers Act Compliance
Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.
Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

12. Non-appropriation
This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

13. No Third Party Beneficiaries
The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

14. Signatures
Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

City of Flagstaff

_____
Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

_____

Authorized signatory:

_____

Name: _____

Title: _____

Attest:

_____

Name: _____

Title: _____

Date of formal approval by governing body:

_____

Attorney's Approval:

_____

Name: _____

Title: _____

Exhibit A

Category	GL Account	Title	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	Cost Share
Contractual								
Wireless Phase 2								
	(Page)	AZ Telephone Co	1	$8,400.00	$8,400.00	$8,400.00	$0.00	$0.00
	(Page)	AZ Telephone Co	1	$6,000.00	$6,000.00	$6,000.00	$0.00	$0.00
	(Flagstaff)	Frontier	1	$7,440.00	$7,440.00	$7,440.00	$0.00	$0.00
	(Page)	Comnet	1	$18,000.00	$18,000.00	$18,000.00	$0.00	$0.00
	(Flagstaff)	Century Link	1	$120,000.00	$120,000.00	$120,000.00	$0.00	$0.00
Century Link Wireline Trunks								
	(Flagstaff)	Century Link	1	$54,000.00	$54,000.00	$54,000.00	$0.00	$0.00
	(Glen Canyon)	Glen Canyon	1	$5,400.00	$5,400.00	$5,400.00	$0.00	$0.00
	(Flagstaff)	Century Link	1	$480.00	$480.00	$480.00	$0.00	$0.00
	(Flagstaff)	Century Link	1	$16,800.00	$16,800.00	$16,800.00	$0.00	$0.00
	(Flagstaff)	Century Link	1	$2,400.00	$2,400.00	$2,400.00	$0.00	$0.00
	(Flagstaff)	Century Link	1	$1,800.00	$1,800.00	$1,800.00	$0.00	$0.00
NG911/Managed Services								
		Grand Canyon	1	$54,000.00	$54,000.00	$54,000.00	$0.00	$0.00
		Flagstaff Police	1	$300,000.00	$300,000.00	$300,000.00	$0.00	$0.00
		Williams Police	1	$60,000.00	$60,000.00	$60,000.00	$0.00	$0.00
		Page Police	1	$60,000.00	$60,000.00	$60,000.00	$0.00	$0.00
Contractual Total			**15**	**$714,720.00**	**$714,720.00**	**$714,720.00**	**$0.00**	**$0.00**

Agency	Total
City of Flagstaff	502,920.00
City of Page	92,400.00
City of Williams	60,000.00
Grand Canyon National Park	54,000.00
Glen Canyon National Park Service	5,400.00
Contractual Total	714,720.00
Administrative Costs	5,896.00
Total Grant Award	720,616

Exhibit B

ARIZONA DEPARTMENT OF ADMINISTRATION
OFFICE OF GRANTS AND FEDERAL RESOURCES
9-1-1 PROGRAM
GRANT AGREEMENT

GFR Grant Number: GFR-AZ911-20-002

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   5.2. In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

OBLIGATIONS OF THE PARTIES

6. Responsibilities of the Grantee:
   6.1. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.

   6.2. GRANTEE agrees that it will submit financial and activity reports to GFR in a format provided by GFR, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

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*More frequent reports may be required for GRANTEES who are considered high risk.

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7.2. Once the financial reimbursement request is approved by GFR, payment to Grantee will be completed within 5 business days.

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Equipment	$0.00
Supplies	$0.00
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MISCELLANEOUS TERMS

8. In accordance with ARS § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. In accordance with A.R.S. § 35-214, the GRANTEE shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Arizona Department of Administration

10. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:

10.1. Any contractor or subcontractor who is contracted by a party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);

10.2. That any breach of the warranty in paragraph 10.1 shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;

10.3. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph 10.1 and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and

10.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

11. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.

12. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

13. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

14. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

15. Any change, modification, or extension of this Agreement must be submitted through GFR's online grant management system, eCivis, and approved by GFR.

16. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

17. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.

18. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

19. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

20. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

21. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

22. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

23. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

24. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.RS. § 12-1518, except as may be required by other applicable statutes.

25. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

26. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for GFR to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

27. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Office of Grants and Federal Resources:
Arizona Department of Administration
Office of Grants and Federal Resources- State 9-1-1 Program
100 North 15th Avenue, Suite 305
Phoenix, AZ 85007
Attention: Matthew Hanson

B. If to the GRANTEE:
City of Flagstaff- Flagstaff Police Department
911 E Sawmill Road
Flagstaff, AZ 86001
Attention: Mrs. Barbara Goodrich

Arizona Department of Administration
Office of Grants and Federal Resources
9-1-1 Program

GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must submit a current service plan to GFR. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.

2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.

3. GRANTEE must notify GFR within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if GFR assumes responsibility of the duties under this agreement.

4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: https://gao.az.gov

5. GRANTEE must share GIS data, at minimum, two (2) times per fiscal year upon request from GFR, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory Date

Printed Name and Title

Additional signature(s) if required by political subdivision Date

Printed Name and Title Date

Attest:

Clerk Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to GFR with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

Appropriate A.R.S., ordinance, or charter reference

FOR OFFICE OF GRANTS AND FEDERAL RESOURCES:

Matthew Hanson, Assistant Director
Arizona Department of Administration
Office of Grants and Federal Resources

Date

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Mark Cesare, Library Information Technology Manager

Co-Submitter: Jared Tolman, Library Director

Date: 06/26/2019

Meeting Date: 07/02/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-33: A resolution of the Flagstaff City Council, approving an amendment to the Intergovernmental Agreement between the Coconino County Community College District and the City of Flagstaff for the continued use and operation of the East Flagstaff Community Library; and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-33 by title only
2) City Clerk reads Resolution No. 2019-33 by title only (if approved above)
3) Adopt Resolution No. 2019-33

Executive Summary:

The current agreement between the City and Coconino Community College for the lease of the East Flagstaff Community Library expired 06/30/2019. This Amendment to the IGA extends the current agreement until December 31, 2019, giving both parties enough time to deliberate and craft a new IGA.

Financial Impact:

If approved, the current lease agreement will remain in effect causing no new financial burden.

Policy Impact:

NONE

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

Has There Been Previous Council Decision on This:

An original IGA for the lease of the East Flagstaff Community Library was approved by the Council in 2002 and then amended in 2008. A revised agreement was approved in 2013 and auto-renewed in 2017 for two additional years.

Attachments: IGA amendment - partially signed
current IGA (original)

Res. 2019-33

Amendment 2

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE GOVERNING BOARD OF THE COCONINO COUNTY COMMUNITY COLLEGE DISTRICT

AND

CITY OF FLAGSTAFF

This Amendment is incorporated into and made a part of the Intergovernmental Agreement, dated June 25, 2013 (the "Agreement") made by and between the Coconino County Community College District ("CCCC") and the City of Flagstaff ("City"), by mutual agreement of the parties as set forth below. This Amendment will be effective as of the date of execution below.

1. The text in Section 2 modifying Section 8 of the Original Agreement shall be revised as follows:

   The term of this Agreement shall commence on the date of the execution of the Original Agreement by the parties, and shall end on December 31, 2019 (the " Initial Term."). Either party may terminate this lease at any time for any reason or no reason, without penalty, upon 30 days written notice.

Except as modified by this Amendment, the Agreement shall remain in full force and effect. This Amendment shall be attached to, and made part of the Agreement.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the _____day of _____, 2019.

CITY OF FLAGSTAFF

BY:_____
Coral Evans, Mayor

Attest:

_____
Stacey Saltzburg

Approved as to form:

_____
City Attorney

COCONINO COUNTY COMMUNITY COLLEGE DISTRICT

BY:_____
Colleen A Smith Phd, President

Attest:

_____
Executive Assistant

Approved as to form:

6-6-19
Attorney for the Coconino County College District

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE GOVERNING BOARD OF THE COCONINO COUNTY COMMUNITY COLLEGE DISTRICT

AND

CITY OF FLAGSTAFF

WHEREAS, the City of Flagstaff (the "City") and the Coconino County Community College District (the "District") entered into an Intergovernmental Agreement dated September 10, 2002, which was amended on September 8, 2008 (the " Original Agreement") for the purpose of the District leasing property to the City for the East Flagstaff Library; and

WHEREAS, Section 8 of the Agreement indicated that: the term of the Original Agreement was ten years; it could be renewed on the same terms for an additional five years; and if neither party intended to renew, that party must provide 180 days' written notice of the intent not to renew. Neither Party provided such written notice. And, neither Party took action to renew the Original Agreement. The Original Agreement, therefore, lapsed on September 10, 2012; and

WHEREAS, the Parties now wish to enter into a new Agreement on the same terms and conditions as if the Parties timely renewed the Original Agreement, with the exception of a change to the calculation of the amount of rent.

THEREFORE, the Parties agree as follows:

1. The terms of the Original Agreement, which is hereby incorporated into this document and is attached as Attachment A, with the exceptions indicated in Paragraphs 2 and 3 below:

2. Section 8 of the Original Agreement is deleted in its entirety and replaced with the following:

   The term of this Agreement shall commence on the date of the execution of the Original Agreement by the parties, and shall end on June 30, 2017 (the "Initial Term.") This Agreement will automatically renew for an additional two years, terminating on June 30, 2019, if neither party sends a written notice of intent to terminate to the other party at least 60 days prior to the expiration of the Initial Term. Either party may terminate this lease at any time for any reason or no reason, without penalty, upon 180 days written notice.

3. Section 9.1 of the Original Agreement is deleted in its entirety and replaced with the following:

   In consideration of the rights and privileges granted by CCCC to the City by this Agreement, and in consideration for the costs incurred in 9.3 below, the parties agree that the City shall

pay rent to the CCC in the annual amount of $81,421.46 for Fiscal Year 2013, effective July 1, 2012 to June 30, 2013, paid in twelve equal monthly installments. Each July the monthly rent shall be increased by the amount of increase in the Consumer Price Index U.S. City Average All Urban Consumers as published by the United States Department of Labor's Bureau of Labor Statistics, over the base period index for the annual average of the prior year. Such increase shall be limited to not less than 0% and not more than 5% over the prior year. If the term commences on a date other than the first day of a calendar month or ends on a date other than the last day of the month, monthly rent shall be prorated. Rent is due on the first of each month. If payment is not received by the 20th of the month, such delay shall constitute a breach of this Original Agreement.

4. The Parties waive all claims or defenses that may be available to either of them as a result of the lapse of the Original Agreement and agree to proceed as if the Original Agreement did not lapse.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the 25 day of June, 2013.

CITY OF FLAGSTAFF

BY: _____
Gerald W. Nabours, Mayor

Attest:

_____
Elizabeth Burke, City Clerk

Approved as to form:

_____
City Attorney

COCONINO COUNTY COMMUNITY COLLEGE DISTRICT

BY: _____
Leah L. Bornstein, President

Attest:

_____
Executive Assistant

Approved as to form:

_____
Attorney for the Coconino County Community College District

9. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Heidi Holland, Library Director

Co-Submitter: Michelle D'Andrea

Date: 05/15/2013

Meeting Date: 05/21/2013

TITLE:

Consideration of Approval of the Intergovernmental Agreement: between the Governing Board of the Coconino County Community College District and City of Flagstaff for the East Flagstaff Community Library building rental agreement renewal.

RECOMMENDED ACTION:

Approve the lease agreement IGA renewal for the East Flagstaff Community Library.

Policy Decision or Reason for Action:

The City of Flagstaff has had a lease agreement/IGA in place with the Coconino County Community College District for the East Flagstaff Community Library at the 3000 N Fourth Street location since 2002. This agreement has lapsed and is in need of renewal or reinstatement.

Financial Impact:

The costs remain consistent with the initial agreement and continue to be covered by the existing East Flagstaff Community Library budget.

The annual amount of $81,421 for Fiscal Year 2013, effective July 1, 2012 to June 30, 2013, paid in twelve equal monthly installments. Each July the monthly rent shall be increased by the amount of increase in the Consumer Price Index U.S. City Average All Urban Consumers as published by the United States Department of Labor's Bureau of Labor Statistics, over the base period index for the annual average of the prior year. Such increase shall be limited to not less than 0% and not more than 5% over the prior year.

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

Yes - Council approval to enter into agreement with Coconino County Community College District for the East Flagstaff Community Library in September of 2002 and renewed and amended in 2008.

Options and Alternatives:

1. Approve Intergovernmental Agreement and the Lease Agreement will be renewed with no disruption of service to the eastside community.
2. Do not approve and a new location would need to be designated along with relocating, with additional costs accrued and disrupted services.

Background/History:

The eastside library has been a success in its community and seen an incredible amount of growth in usage over the last 10 years.

This library used to be located within the Mount Elden Middle School facility, with approximately 2,000 patrons visiting in a month.
Upon relocating to the current CC- owned location at 3000 N Fourth over 10 years ago, the visitor counts have gone up every year.

With its opening in the current location on March 16, 2003, the library saw not only an increase in patron usage but also an increase in requests for services, programming and resources. By July of 2003, the patron count had increased to 9,978. More recently, in July of 2012, the library welcomed 28,024 patrons for the month. For FY 2012, the annual visitor count was 339,931.

Key Considerations:

Library services in the eastside community are helping to address the digital divide. Examples:

- Many come into the library to use the computers and internet as they have no other access.
- Parents take advantage of library early literacy services, programs and information.
- Seniors among many other age groups utilize the computer help that is readily accessible.
- Teens and pre-teens come in after school to do homework, take part in programming and use computers.

Expanded Financial Considerations:

As part of the rental agreement, Coconino Community College provides utilities and snowplowing.

Community Benefits and Considerations:

The library has had some local neighborhood area volunteers of various age groups besides the many community members that come in everyday to study, learn more about computers, use the internet, meet friends or business partners, read newspapers and magazines and attend early literacy and life long learning programs. Survey input and the library receives many positive comments from the community it serves. Examples in the last quarter include the following:

- "I love my neighborhood branch library and that it is open so many hours."
- "Friendly, helpful staff! Job search, resume assistance, greatly appreciated!"
- "Your Flagstaff branch is very knowledgeable on information and services."
- "I love the library because there are fish and books and storytime."

Community Involvement:

Inform; Involve; Collaborate

The library has involved local neighborhood area volunteers of various age groups. Local community members use the library for job help and computer tutoring help. One local community member volunteered to collaborate in facilitating bilingual children's story time sessions with library staff. The library helps to inform our community at both locations on City and regional events and other requested information, local or otherwise.

Attachments: IGA Lease Renewal
Original IGA
'08 Amendment

A2002-0910.1

INTERGOVERNMENTAL AGREEMENT

Between
The Governing Board of the Coconino County Community College District
and
City of Flagstaff

This Intergovernmental Agreement, dated as of 9-10, 2002 (the "Agreement"), by and between the Governing Board of the Coconino County Community College District ("CCCC"), an entity duly formed and existing under Title 15 of the Arizona Revised Statutes, with offices at 2800 S. Lone Tree Road, Flagstaff, Arizona, and the City of Flagstaff, a municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona acting on behalf of the Flagstaff Public Library ("City").

RECITALS

A. Pursuant to the Arizona Revised Statutes Title 15, CCCC may enter into lease agreements as a lessor.

B. City has agreed to undertake the planning, financing and remodeling of a portion of a building on the campus of the Coconino County Community College ("CCCC") at the location as described in Exhibit A (the "Premises"), and CCCC has found and determined that the lease of the Premises to the City for such purposes is not inconsistent with the functions of CCCC.

C. CCCC and the City wish to work together to coordinate access to regional telecommunications facilities to avoid redundancies.

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing agreements between public agencies for services or the joint exercise of powers common to each, the parties agree as follows:

1. Representations and Warranties of the City.

The City makes the following representations and warranties to CCCC as of the date of the execution of this Agreement:

1.1 City has full legal right, power, and authority to enter into this Agreement and to carry out and consummate all transactions contemplated by this Agreement, and by appropriate action, has duly authorized the execution and delivery of this Agreement.

1.2 The officers of the City executing this Agreement are duly and fully authorized to execute the Agreement.

2. Representations and Warranties of CCCC.

CCCC makes the following representations and warranties to the City as of the date of the execution of this Agreement.

2.1 CCCC has full legal right, power and authority to enter into this Agreement and to carry out and consummate all transactions contemplated by this Agreement, and by proper action has duly authorized the execution and delivery of this Agreement.

2.2 The officers of CCCC executing this Agreement are fully and properly holding their respective offices and are fully authorized to execute this Agreement.

2.3 The Agreement has been duly authorized, executed and delivered by CCCC, and will constitute a legal, valid and binding agreement of CCCC, enforceable against CCCC in accordance with its terms.

2.4 CCCC is the owner of the improvements and the owner of a ground lease interest in the Premises which extends until August 4, 2024.

2.5 The execution and delivery of this Agreement, and the fulfillment of or compliance with the terms and conditions hereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any indenture, mortgage, deed of trust, agreement, lease, contract or other agreement or instrument to which CCCC is a party or by which it or its properties are otherwise subject or bound, or, to the knowledge of CCCC, any applicable law or administrative rule or regulation, or any applicable court order, administrative decree or order, or result in the creation or imposition of any prohibitive lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of CCCC, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Agreement or the financial condition, assets, properties, or operations of the City.

2.6 No consent of approval of any trustee or holder of any indebtedness of CCCC, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Agreement or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

2.7 No information, exhibit or report furnished to the City by CCCC in connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits to state a

material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

3. Premises.

CCCC hereby leases to the City and the City hereby rents from CCCC, on the terms and conditions set forth in this Agreement, a portion of the building and parking lot situated on the campus of the College on Fourth Street, Flagstaff, Arizona, and more particularly described in the attached Exhibit "A" (the "Premises") for the purpose of operating a public library. The Premises shall include forty-five (45) parking spaces for the use of City library patrons and staff to the west of the building depicted in Exhibit A. If 45 spaces are not available in that area, CCCC will make spaces available in the vicinity of the Premises to the south of the building. CCCC hereby further irrevocably grants to the City and the City hereby accepts from CCCC, a license for ingress and egress to the Premises for the term of this Agreement.

4. Possession.

CCCC covenants to deliver possession of the Premises to the City upon commencement of the term of this Agreement as set forth in Section 8.

5. Condition of Premises.

CCCC leases the Premises to the City in "as is" condition.

6. Quiet Enjoyment.

CCCC covenants that, subject to the limitations expressly set forth herein, the City, upon performing all covenants in this Agreement, may quietly have, hold, and enjoy all of the Premises during the term of this Agreement and any extended term hereof, without hindrance or interruption by CCCC, its sublessees or assigns. CCCC agrees that it shall not use the portion of the building adjoining the Premises for any use or purpose that is extra hazardous on account of fire or otherwise, or for any use or purpose that is unlawful, that is a nuisance or that would conflict with the City's ability to operate a public library on the Premises.

7. Purpose; Cooperation.

7.1 The Premises shall be used by the City during the term of the Agreement for the purpose of operating a branch of the Flagstaff/Coconino County Public Library ("Library") for the benefit of the community and for the benefit of CCCC.

7.2 The Library Director for the City and CCCC's Coordinator for Information Resources and Library Services, or their respective designees, agree to meet annually between the months of January and March. Items to be reviewed annually shall include, but not be limited to, hours of operation, services, and resources. Any amendment of the terms of this Agreement must be in writing as provided elsewhere in this Agreement.

7.3 CCCC and the City will endeavor to use joint purchasing agreements when such agreements will maximize access for both City and CCCC patrons to the Premises and the services provided through this Agreement.

8. Term.

The term of this Agreement shall commence on the date of execution of this Agreement by the parties, and shall end ten years from that date unless such term is extended or sooner terminated as provided in this agreement. City and CCCC may renew this Agreement on the same terms for an additional five (5) years. If either party does not intend to renew the agreement at the end of the lease term, that party will give 180 days' written notice of such intention to the other party prior to the end of the lease term.

9. Rent and Fees.

9.1 In consideration of the rights and privileges granted by CCCC to the City by this Agreement, and in consideration for the costs incurred in 9.3 below, the parties agree that the City shall pay rent to the CCCC in the amount of Sixty Thousand Dollars ($60,000) per year, paid in twelve equal monthly installments of Five Thousand Dollars ($5,000). If the term commences on a date other than the first day of a calendar month or ends on a date other than the last day of the month, monthly rental shall be prorated. Rent is due on the first of each month. If payment is not received by the 20th of the month, such delay shall constitute breach of this Agreement. City shall not be obligated to make rental payments until it has received a certificate of occupancy for the Premises.

9.1.1 Each July the monthly rental shall be increased by the amount of increase in the Consumer Price Index – U.S. City Average – All Urban Consumers (1982-84 = 100), as published by the United States Department of Labor's Bureau of Labor Statistics, over the base period index for the annual average of the prior year. Such increase shall be limited to not less than 0% and not more than 5% over the prior year.

9.2 Common Areas, Parking, and Maintenance. During the Term, City and City's employees, agents, visitors, and invitees shall have the right, in common with others entitled to the similar use thereof, to use all of the interior and exterior common areas of the Premises, including, without limitation, lobbies, hallways, doorways for ingress and egress to and from the Premises and to and from the exterior common areas of the Premises, parking areas located on the property on which the Premises is situated not exclusively reserved for use by the College or by third parties, streets, service drives, and sidewalks for ingress and egress to and from the Premises and public streets and highways. CCCC may adopt, from time to time, reasonable rules and regulations regarding the common areas, including parking.

9.3 CCCC shall maintain the interior and exterior areas of the Premises and common areas in good order and condition including parking lot, landscaping, foundation, roof, fire sprinkler, electrical, heating, ventilation, air-conditioning, and plumbing systems.

9.3.1 CCCC's obligations shall include providing landscaping, snow removal, and other services for the exterior common areas. With regard to the interior of the Premises, CCCC will provide cleaning and janitorial services, as described in RFP 98-4 "Request for Janitorial Services," attached as Exhibit B.

9.3.2 CCCC schedules routine maintenance, and may from time to time make reasonable modifications to the maintenance schedule. The City shall make written requests to address non-scheduled maintenance items. CCCC shall have a reasonable time to respond and correct these non-scheduled maintenance items. CCCC will respond promptly to the City's requests which involve emergency repairs.

9.4 Utilities. Utility expenses related to the Premises, including without limitation electric, water, gas, sewer, refuse and recycling expenses, are the sole responsibility of CCCC and are included in the amount to be paid by the City to CCCC in paragraph 9.1. Communication utilities, including telephone and cable services, are the sole responsibility of the City.

9.4.1 During the period of the City's remodeling of the Premises, and before the City obtains an occupancy permit, the City shall pay CCCC $1,250.00 per month for electrical, gas and water expenses. If the City's occupancy under its occupancy permit commences on a date other than the first day of a calendar month, these monthly expenses shall be prorated.

10. Responsibility for Construction of Project.

10.1 City shall arrange for the design and remodeling of the structure on the Premises to be used for the Library, in substantial accordance with the contract documentation approved (or to be approved) by CCCC and consistent with the requirements of CCCC. Any substantial change in the approved plans shall be submitted to CCCC's designee for review and approval.

10.2 The City shall obtain at its expense all licenses and permits required to perform the work and shall comply with all applicable laws affecting the work. All work and materials shall be in accordance with all applicable codes and regulations. The City shall ensure that the Premises are maintained in a safe condition and that only those involved in supervising and performing the construction work shall be permitted access to the Premises.

11. Title on Termination.

The City shall, upon the termination or expiration of this Agreement, quit and surrender the Premises and deliver to CCCC actual possession of the Premises in good order, condition, and repair. City shall have the right to remove from the Premises all fixtures used or procured for use in connection with its possession of the Premises, and paid for by the City, on or before expiration or termination of the Agreement, provided that City shall promptly repair, or cause to be repaired, any damage resulting to the Premises by reason of this removal.

12. Default.

In the event that either party shall be in default in the performance of any obligation on its part to be performed under the terms of this Agreement, which default continues for thirty (30) days following written notice and demand for correction to the defaulting party, the non-defaulting party may exercise any and all remedies granted by law.

13. Right of Entry.

CCCC, through any of its duly authorized representatives, shall have the right to enter upon the Premises for the purposes of inspection, or any other lawful purpose, including, without being limited to, the right to enter to inspect construction work during the course of construction for compliance with the provisions of this Agreement. CCCC shall exercise such rights reasonably during ordinary business hours, and in such manner as not to interfere with the business of the City or its contractors.

14. Signs.

The City shall not construct, hang or paint any signs on the exterior of buildings other than safety or directional signs and signs provided for in the approved plans, without written consent of CCCC.

15. Waste.

The City shall not knowingly commit, suffer or permit any waste or nuisance on the Premises or any acts to be done on the Premises in violation of any applicable laws or ordinances. The City shall keep and maintain the interior of the Premises in a safe condition.

16. Taxes and Assessments.

CCCC shall pay all lawful taxes, assessments, or charges which at any time may be levied upon any interest CCCC may have under this Agreement (including both the land and improvements).

17. Assignment: Sublease.

CCCC may, at any time assign, transfer, or otherwise convey all or any part of its right, title and interest in the Premises or this Agreement, including CCCC's rights to receive the rental payments or any part thereof, in which event City agrees to make all rental payments to the assignee designated by CCCC.

17.1 The City may not sublet the Premises or assign this Agreement, or any interest therein, without the prior consent in writing of CCCC, which consent may not be unreasonably withheld by CCCC.

18. Relationship of Parties.

The City and the agents and employees of the City in the performance of this Agreement shall act in an independent capacity and not as officers, employees, or agents of CCCC. The employees of CCCC who participate in the performance of this Agreement are not agents of the City.

19. Encumbrance of Leasehold.

With the exception of this Agreement, CCCC shall not encumber the leasehold. The City shall not have the right to subject this Agreement to any mortgage nor subject this Agreement to any trust deed or other security device.

20. Amendments.

This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties.

21. Waiver.

The waiver by any party of a breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

22. No Liability of City.

22.1 Any obligation of CCCC created by or arising out of this Agreement shall not impose a debt or pecuniary liability upon the City or a charge upon the general credit or taxing powers of City but shall be payable solely out of funds duly authorized and appropriated by CCCC.

22.2 The delivery of this Agreement shall not directly, indirectly, or contingently obligate City to levy any form of taxation or to make any appropriation. No breach of any pledge, obligation or agreement made or incurred in connection with this Agreement may impose any pecuniary liability upon, or any charge upon the general credit of the City.

23. Indemnification and Insurance.

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

23.2 Insurance. The City shall provide commercial general liability insurance coverage insuring against liability for acts, errors and omissions of the City, its Council members, officers, employees, agents and patrons for claims made by any person or entity, including CCCC, whether for death, personal injury, property damage or otherwise. The limit of the City's coverage is $26,000,000 which, for purposes of this Agreement, shall be primary to the insurance or self-insurance coverage of CCCC, and shall name CCCC together with their respective Board members, officers, employees and agents, as additional insured parties. The City shall be solely responsible for insuring the value of its fixtures, additions, improvements and contents of the Premises against loss by fire, theft, or any other cause.

24. Dispute Resolution.

24.1 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 try in good faith to resolve the dispute by mediation before resorting to arbitration (if required under A.R.S. § 12-1518), to litigation, or to some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the auspices of the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation.

24.1.1 The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to 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 a party seeks provisional relief under the Arizona Rules of Civil Procedure.

24.2. Except as otherwise agreed by the parties or required by law, any litigation brought by either party against the other to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

25. Section Headings.

All articles, paragraph and section headings, titles or captions contained in this Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

26. Notices.

All notices herein which are to be given or which may be given by either party to the other, shall be in writing and shall be deemed to have been given three (3) business days after deposit in the United States Mail, certified and postage prepaid, return receipt requested and addressed as follows:

CCCC:

Jami Bradley, Vice President of
Business and Administrative Services
Coconino County Community College
2800 S. Lone Tree
Flagstaff, AZ 86001

City:

Jeri Dustir, Deputy City Manager
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

Nothing in this Agreement shall preclude the giving of any such written notice by personal service, in which event notice shall be deemed given when actually received. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as provided above.

28. Successors and Assigns.

The terms and provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties.

29. Holding Over.

Should the City hold over the expiration of the term of this Agreement with the express or implied consent of CCCC, such holding over shall be deemed to be on a month-to-month basis, subject otherwise to all the terms and conditions of this Agreement.

30. Conflict of Interest.

This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.

31. Partial Invalidity.

If any one or more of the terms, provisions, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants or conditions of this Agreement shall be affected, and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

32. Integration. This Agreement represents the entire understanding of City and CCCC as to those matters contained in the Agreement. No prior oral or written understanding shall be of any

force or effect with respect to those matters covered in the Agreement. This Agreement may not be modified or altered except in a writing signed by duly authorized representatives of the parties, in compliance with all applicable statutory and charter requirements.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the 10th day of September, 2002.

City of Flagstaff

By: _____
Joseph C. Donaldson, Mayor

Attest:

_____
Margie Brown, City Clerk

Approved as to form:

_____
Joseph R. Bertoldo, City Attorney

Coconino County Community College District

By: _____
Thomas S. Jordan, President

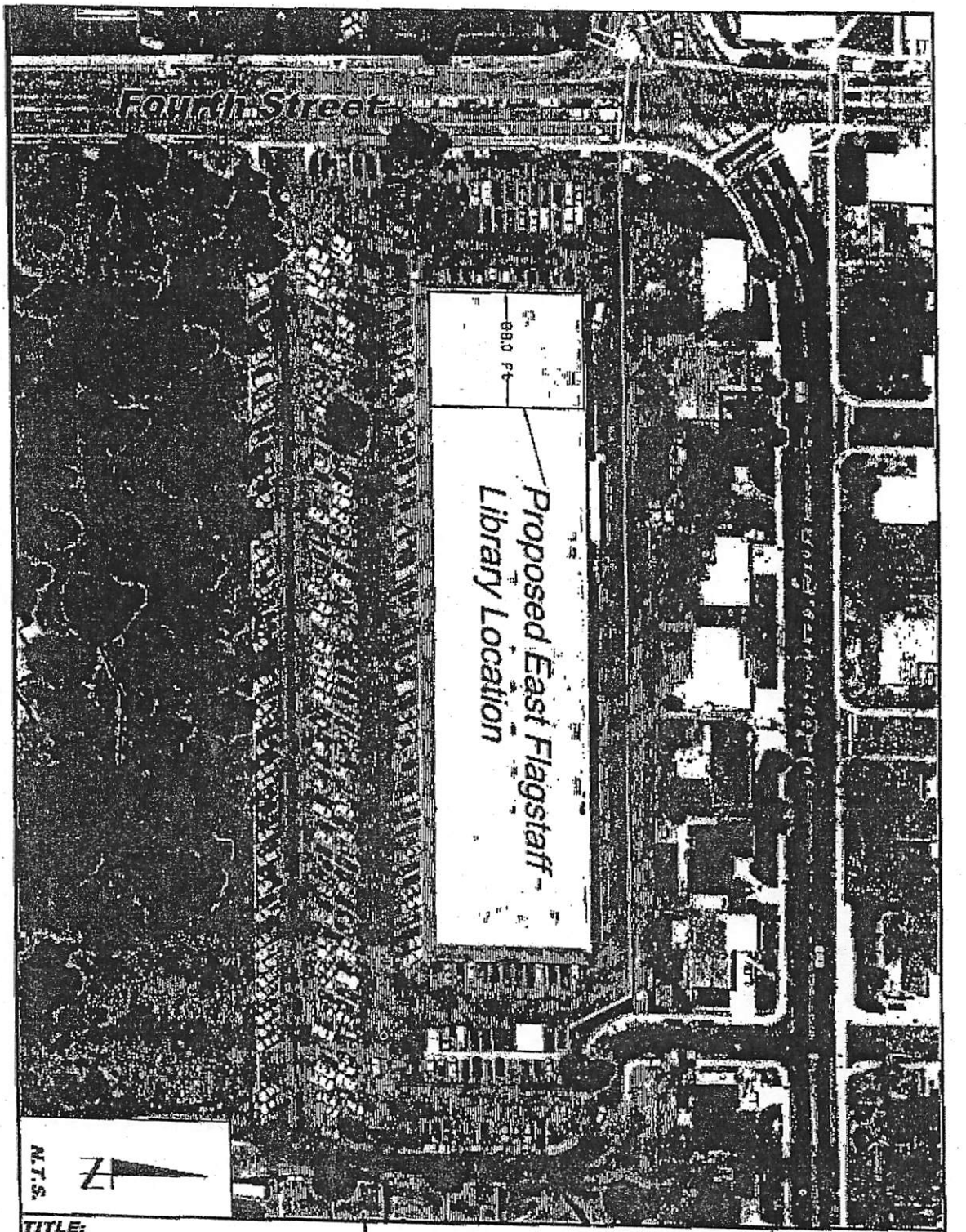
Attest:

_____
Lydia Adams, Board Recorder

Approved as to form:

_____
A. Dean Pickett, Attorney for
Coconino County Community College District

EXHIBIT A



TITLE:		DRAWN BY:
EAST FLAGSTAFF LIBRARY	City of Flagstaff CAPITAL IMPROVEMENTS DIVISION	E. MERRILL DATE: 07/2002

EXHIBIT B

Coconino Community College

RFP 98-4

"Request for Janitorial Services"

Appendix B

"Specifications and Contractor's Responsibility"

1.0 GENERAL CLEANING & TECHNICAL SPECIFICATIONS

The following are the general cleaning technical specifications for the community college facilities noted within. Please use these as a guide for preparation of the proposal and the cleaning services required.

1.0.1 Traffic areas of carpets are to be cleaned four (4) times a year. All areas of carpet are to be cleaned once per year. Extraction will be performed as directed by the community college.

1.0.2 All Janitorial Services are to be performed between 9:00 p.m. and 6:00 a.m., unless noted by site.

1.0.3 Report needed building repairs to the business office daily.

1.0.4 Janitors will be responsible, to respond to all emergency cleanups, spills, and porter services as requested during all hours they are on duty.

1.0.5 All tile floors are to be stripped and waxed twice yearly, or as needed to maintain appearance as determined by Facilities Management.

1.0.6 The intent of this contract is to cover all janitorial services to maintain each site. All sites may not require all technical requirements, but the omission of a requirement (space, surface, etc.) does not relieve vendor from the requirement to perform services needed.

1.1 SPACE TECHNICAL REQUIREMENTS: Administrative Offices, Public Areas and Conference/Multiple Purpose Rooms.

1.1.1 DAILY:

1.1.1.1 Empty all waste receptacles and pencil sharpeners. Damp wipe receptacles and replace plastic liners as needed.

1.1.1.2 Spot clean glass in doors, partitions, windows, and displays.

1.1.1.3 Dust mop smooth floors and spot mop.

1.1.1.4 Spot clean soiled areas of carpeted floors.

1.1.1.5 Vacuum all carpeted traffic and open areas in classrooms.

1.1.1.6 Clean and sanitize all drinking fountains.

1.1.2 WEEKLY:

1.1.2.1 Spray buff floors that are coated with floor finish, and dust mop after.

1.1.2.2 Vacuum all fabric upholstery, spot clean all washable coverings.

1.1.2.3 Mop areas which have concrete, tile, terrazzo, or resilient tile floors.

1.1.2.4 Clean metal trim.

1.1.2.5 Spot clean doors, walls, and cubical partitions. Spot clean kick boards, and base boards as needed in high traffic areas.

1.1 (Continued)

1.1.2.6 Vacuum entire carpet areas, move furniture as needed, but replace to original settings.

1.1.2.7 Dust and remove marks from cleared areas of furniture tops, vacant shelves, sills, ledges, and clean public telephones.

1.1.3 MONTHLY:

1.1.3.1 Dust vertical furniture surfaces, [redacted], and vertical wall trims.

1.2 SPACE TECHNICAL REQUIREMENTS: Corridors, Lobbies, Patio Areas, Entryways, and Handicap Ramps.

1.2.1 DAILY: As often as required to maintain clean appearance.

OUTSIDE ENTRYWAYS ONLY

1.2.1.1 Remove lint, cobwebs, mud and litter from walks steps, walkways, floors, canopies and lights.

1.2.1.2 Empty smoking and trash receptacles and wipe down. (Including trash receptacles in public and staff parking lots.)

1.2.1.3 Clean walk-off mats.

1.2.1.4 Clean entry door and adjacent glass.

1.2.1.5 Sweep or blow off walks and entries as needed.

DAILY: ALL 5.2 AREAS

1.2.1.6 Empty all waste receptacles. Damp wipe receptacles and replace plastic liners as needed.

1.2.1.7 Clean, sanitize, and polish all drinking fountains.

1.2.1.8 Empty and clean all ash trays located in smoking areas.

1.2.1.9 Vacuum, all floor mats, or entry mats located at entry and exit doors. Wash as needed.

1.2.10 Spot clean glass at entry/exit doors. Clean all push plates and kick plates.

1.2.11 Damp wipe soiled table tops, chairs and benches, and remove any loose trash from areas, (patios, stairs).

1.2.12 Sweep and remove loose soil and rocks from all entry ways and handicap ramps.

1.2.13 Clean all handicap ramps and rails.

1.2.14 Clean public telephones

1.3.2 WEEKLY: ALL 5.2 AREAS

1.3.2.1 Dust horizontal surfaces such as window sills, ledges, and cleared furniture tops, chairs, and benches.

1.3 (Continued)

1.3.2.2 Spray buff waxed floors and dust mop afterwards.

1.4 SPACE TECHNICAL REQUIREMENTS: Employee Break Rooms and Lounges.

1.4.1 DAILY:

1.4.1.1 Empty all waste receptacles. Damp wipe receptacles and replace plastic liners as needed.

1.4.1.2 Spot clean walls and doors.

1.4.1.3 Clean sinks, counter tops, tables, and exterior surfaces of appliances.

1.4.1.4 Spot mop all smooth floors.

1.4.1.5 Vacuum all carpeted areas.

1.4.2 WEEKLY:

1.4.2.1 Spray-buff floors, removing scuff marks and or dull areas. Dust mop afterwards.

1.4.2.2 Wet mop floors.

1.4.3 MONTHLY:

1.4.3.1 Vacuum all fabric upholstery; clean all washable coverings.

1.4.3.2 Dust furniture, sills, ledges, and HVAC vents.

1.5 SPACE TECHNICAL REQUIREMENTS: Rest Rooms, Showers, and Locker Rooms.

1.5.1 DAILY:

1.5.1.1 Empty all waste receptacles. Damp wipe receptacles and replace plastic liners as needed.

1.5.1.2 Resupply towels, soap, toilet paper, and seat covers as required.

1.5.1.3 Clean mirrors, sink basin and fixtures, using a germicidal solution or detergent.

1.5.1.4 Remove stains, heavy soil, or graffiti on walls, and partitions.

1.5.1.5 Clean toilet seats and outside toilets using a germicidal detergent solution. Clean inside of bowl rims and urinals using a cleaner having max. of 14% HCL acid.

1.5.1.6 Clean all stainless steel and chrome surfaces.

1.5.1.7 Remove trash from floors, and damp mop using a germicidal detergent or solution.

1.6.2 WEEKLY:

1.6.2.1 Wash waste containers and urns using a germicidal or detergent solution.

1.6 (Continued)

1.6.2.2 Clean hardware underneath basins using a germicidal or detergent solution.

1.6.2.3 Pour one gallon of water in floor drains.

1.6.2.4 Spray-buff waxed resilient floors. Dust mop afterwards.

1.6.3 MONTHLY:

1.6.3.1 Dust all HVAC vents.

1.7 SPACE TECHNICAL REQUIREMENTS: Janitorial Closets and Storage Rooms.

1.7.1 DAILY:

1.7.1.1 Clean the custodial sink.

1.7.1.2 Rinse clean mop buckets, and mops and put in their respective place.

1.7.1.3 Make sure all containers of cleaning materials are properly labeled as per OSHA requirements.

1.7.1.4 Report needed building repairs to Facilities Manager.

1.7.1.5 Make certain that no waste materials are left in the room.

1.7.1.6 Clean all custodial equipment and tools and keep stored in orderly fashion.

1.7.1.7 Put materials on shelves in orderly fashion and do not store oily rags on these shelves. Give all cloth materials adequate ventilation for drying.

1.7.1.8 Do not leave garbage cans full in closets overnight.

1.7.2 WEEKLY:

1.7.2.1 Spot clean walls and doors, and dust shelves and ledges.

1.7.3 MONTHLY:

1.7.3.1 Sweep and damp mop floor to remove heavy soil.

1.7.3.2 Dust all HVAC vents.

1.8 SPACE TECHNICAL REQUIREMENTS: Outside Refuse Areas.

1.8.1 The immediate area around the refuse container (approximate ten foot circle) will be polished and all loose debris will be removed.

1.8.2 Trash removed from all areas is to be emptied into outside refuse container daily.

2.0 CONTRACTOR'S RESPONSIBILITIES:

2.0.1 The Contractor shall furnish all necessary labor, tools, equipment and supplies to perform the required services at the designated locations. (See Exhibit 1 for Supply Specifications).

Official Records of Coconino County 3499535
Candace Owens - Recorder 09/12/2008 10:47 AM Pgs: 3
CITY OF FLAGSTAFF AM $11.00

After recording, return to:

Clerk's Office
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

Amendment One

INTERGOVERNMENTAL AGREEMENT

Between
The Governing Board of the Coconino County Community College District
and
City of Flagstaff

This Amendment One is incorporated into and made a part of the Intergovernmental Agreement, dated September 10, 2002 (the "Agreement") made by and between the Governing Board of the Coconino County Community College District ("CCCC"), and the City of Flagstaff, acting on behalf of the Flagstaff Public Library ("City"), by mutual agreement of the parties as set forth below.

1. The text in Section 9.1 of the Agreement shall be revised as follows:

9.1 In consideration of the rights and privileges granted by CCCC to the City by this Agreement, and in consideration for the costs incurred in 9.3 below, the parties agree that the City shall pay rent to the CCCC as described in Schedule 1 attached to Amendment 1 of this Agreement ~~in the amount of Sixty Thousand Dollars ($60,000) per year~~, paid in twelve equal monthly installments ~~of Five Thousand Dollars ($5,000)~~. Schedule 1 will be updated as of July 1 each year for budgeted amounts and then adjusted for actual cost differences from the prior fiscal year, should there be a difference from budget. Adjustments will be applied prospectively to the rent. If the term commences on a date other than the first day of a calendar month or ends on a date other than the last day of the month, monthly rental shall be prorated. Rent is due on the first of each month. If payment is not received by the 20th of the month, such delay shall constitute breach of this Agreement. City shall not be obligated to make rental payments until it has received a certificate of occupancy for the Premises.

~~9.1.1 Each July the monthly rental shall be increased by the amount of increase in the Consumer Price Index – U.S. City Average – All Urban Consumers (1982-84 = 100), as published by the United States Department of Labor's Bureau of Labor Statistics, over the base period index for the annual average of the prior year. Such increase shall be limited to not less than 0% and not more than 5% over the prior year.~~

2. The text in Section 9.3.1 of the Agreement shall be revised as follows:

> 9.3.1 CCCC's obligations shall include providing landscaping, snow removal, and other services for the exterior common areas. ~~With regard to the interior of the Premises, CCCC will provide cleaning and janitorial services, as described in RFP 98-4 "Request for Janitorial Services," attached as Exhibit B.~~

Except as modified by this Amendment One, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by duly authorized representative of the parties as of the 8th day of September 2008.

City of Flagstaff

Sara Presler, Mayor

Attest:

City Clerk

Approved as to form and as to authority granted by law:

City Attorney

Coconino County Community College District

Leah L. Bornstein, President

Attest:

Approved as to form and as to authority granted by law:

Attorney for Coconino County Community College District

SCHEDULE 1

Coconino Community College
Library Rental at Fourth Street Campus
5/15/2008 14:54

Locat.	Org.	Description	Library %	FY 09 Budget	FY 09 Library
		Library Rental Charge			$ 77,853.89
		Expenses:			
(1)		**District Budget Allocation**			28,477.67
(2)		**Fourth Street Budget Allocation**			46,023.67
		Subtotal Expenses			74,501.33
		Indirect Expenses at 4.5%			3,352.56
		Total Expenses			77,853.89
		Expenses over Revenues			
(1)		**District Budget Allocation - Insurance and Labor**			
0000DS	1535	Property Ins (not incl Umbrella)	4.62%	$ 64,092.08	
0000FL	1540	Security - labor (net of revenues)	4.62%	134,387.40	
0000DS	1601	Facilities - labor	4.62%	153,863.85	
0000FL	1604	Maintenance - labor	4.62%	263,828.25	
				616,171.58	
					4.62%
					28,477.67
(2)		**Fourth Street Budget Allocation - Materials, Ground Lease, Deferrend Maintenance, Custodial & Utilities**			
0000FS	1540	Security - materials	16.39%	2,201.68	
0000FS	1602	Op & Grounds - includes ground lease & property taxes	16.39%	66,035.84	
0000FS	1604	Maintenance - materials	16.39%	21,840.00	
Plant		Deferred Maintenance Spreadshee	16.39%	76,412.00	
				166,489.52	
					16.39%
0000FS	1603	Custodial - Per invoice			27,290.41
0000FS	1605	Utilities - Per meter			*18,733.26*
					46,023.67

RESOLUTION NO. 2019-33

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE COCONINO COUNTY COMMUNITY COLLEGE DISTRICT AND THE CITY OF FLAGSTAFF FOR THE CONTINUED USE AND OPERATION OF THE EAST FLAGSTAFF COMMUNITY LIBRARY; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff is party to an intergovernmental agreement with the Coconino County College that allows for the lease of 3000 N Fourth Street to the City for the use and operation of the East Flagstaff Community Library; and

WHEREAS, the East Flagstaff Community Library has operated at the leased location since 2002 and the current agreement dated June 25, 2013 will expire by its own terms on or before June 30, 2019; and

WHEREAS, the Coconino Community College District and the City of Flagstaff desire to amend the current agreement to allow the parties the necessary time to enter into a new agreement without a disruption of service to the eastside community.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Amendment to the Intergovernmental Agreement between the Coconino Community College District and the City of Flagstaff, Arizona, attached hereto ("Amendment 2"), which shall become effective upon the date first executed by both parties ("Effective Date").

SECTION 2. Effective Date.

This resolution shall be immediately effective upon 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

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Mark Cesare, Library Information Technology Manager

Co-Submitter: Will Ascarza

Date: 06/26/2019

Meeting Date: 07/02/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-29: A resolution of the City Council of the City of Flagstaff approving an Intergovernmental Agreement between Coconino County, the Coconino County Free Library District, and the City of Flagstaff for the administration, operation, maintenance and capital improvement at the Tuba City Library.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-29 by title only
2) City Clerk reads Resolution No. 2019-29 by title only (if approved above)
3) Adopt Resolution No. 2019-29

Executive Summary:

This intergovernmental agreement formalizes a longstanding relationship between the City of Flagstaff, Coconino County, and the Coconino County Free Library District; wherein, the County will provide general maintenance and capital improvement services at the Tuba City Public Library. The City of Flagstaff, as fiscal agent for the Library District, administers Library District funding to procure maintenance and capital improvement services from the County on behalf of the Tuba City Public Library.

Financial Impact:

The is no financial impact to the City budget. All funds expended under this intergovernmental agreement originate from the County Library District.

Policy Impact:

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

Council Goals:
ECONOMIC DEVELOPMENT: Libraries provide training and opportunities to help people to search for employment, improve job skills, and learn technology skills.
SOCIAL JUSTICE: Libraries provide access to information and other services that tend to equalize opportunities for everyone regardless of socio-economic factors.
TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE: Keeping library facilities in good working order provides comfortable, dynamic and safe community gathering spaces.

Has There Been Previous Council Decision on This:

No Previous Decisions. This is a new intergovernmental agreement.
However, this IGA compliments the existing IGA between the City and the County for the "Administration and Funding of Branch and Affiliate Libraries of the Coconino County Free Library District."

Attachments: IGA CocoCounty COF Tuba
Res. 2019-29

INTERGOVERNMENTAL AGREEMENT for the administration, operation, maintenance and capital improvement the Tuba City Public Library

Between

Coconino County,
A Political Subdivision of the State of Arizona

And

Coconino County Free Library District, A Political Subdivision of the State of Arizona

And

City of Flagstaff,
An Arizona Municipal Corporation

Recitals:

A. **Whereas**, Tuba City Cultural Projects, Inc. ("TCCP") holds Lease No. TC-97-904 (Exhibit "A") with the Navajo Nation for Navajo Nation Building No. T015-072, commonly known as the Tuba City Public Library, located on Main Street in Tuba City, Arizona (the "Premises"), which is suitable for use as a public library and which TCCP has provided for the use of a public library; and

B. **Whereas**, the City of Flagstaff ("City"), Coconino County ("County"), and the Coconino County Free Library District ("District") are parties to an Intergovernmental Agreement for the Administration and Funding of Branch and Affiliate Libraries of the Coconino County Free Library District (the "Master IGA"); and

C. **Whereas**, the Master IGA acknowledges the intent of the District to operate a branch library at the Tuba City Public Library with the assistance of the County and the City; and

D. **Whereas**, the County, District and City (the "Parties") desire to memorialize their respective responsibilities for the administration, maintenance, and operation of the Tuba City Public Library.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. **Utilities** - The City, as the District's fiscal agent, shall make payment out of the Tuba City Public Library budget for utility services including telephone, internet,

electricity, water, propane and sewer for the Premises.

2. **Telephone/Internet** - The District shall be responsible for installation, maintenance and service charges (other than regular fees for service) for infrastructure for telephone and data communications services.

3. **Maintenance** - Coconino County shall maintain the Premises including the exterior and interior of the structure, including:

   a) **General Maintenance** - Defined as the day-to-day operational maintenance of the facility, to include plumbing, electrical, roof, structural, HVAC, carpentry, and locks. This specifically excludes the maintenance of telephone and data cabling and operations, which shall be the responsibility of the District and the maintenance and repair of any public or private utility equipment or system (gas, electricity, water or sewer) located before a meter or past the building exterior, which shall be the responsibility of the appropriate agency.

   b) **Contract Maintenance** - Defined as that maintenance contracted to professional vendors, to include janitorial, pest control, grounds/landscaping, elevator and fire extinguisher contracts.

   c) **Preventative Maintenance** - Defined as that maintenance that is scheduled at regular intervals and is intended to prevent equipment breakage, unexpected maintenance problems and to extend the operational life of the equipment and to maximize operational efficiencies.

   d) **Capital Repair and Replacement** - Defined as those capital maintenance items that should be completed as a reinvestment into the life of a structure and as those improvements designed to safeguard the health and safety of the public and staff. These items are not included in the maintenance budget but are identified and recommended by County personnel for separate funding consideration.

4. **Budgets** - County shall formulate, in consultation with the District, a yearly maintenance budget and revenue projection and a capital repair and replacement budget for the Premises in conjunction with and subject to the scheduled County budget process, including approval by the Coconino County Board of Supervisors. These budgets shall serve as the accepted and approved maintenance budget and capital repair and replacement budget for the Premises by the County, the District, and the City.

5. **Quarterly Maintenance Payments** - During each fiscal year, on a quarterly basis, the County shall invoice the City, as fiscal agent for the District, for actual completed maintenance work on a reimbursable basis. The City, as fiscal agent for the District, shall pay to the County, out of the Tuba City Public Library budget, the invoiced amount within thirty (30) days of receipt of the invoice. However, in no event, will the County perform maintenance work in excess of the amount

budgeted for maintenance, without allocation of additional funding.

6. **Capital Repair and Replacement Budget Payment** – The County shall invoice the City for completed Capital Repair and Replacement work on a reimbursable basis. The City, as administrator of the District's budget, shall pay to the County, out of said budget, the invoiced amount within thirty (30) days of receipt of the invoice. However, in no event, will the County perform capital repair and replacement work in excess of the amount budgeted for maintenance, without allocation of additional funding.

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

8. **Property and Contents Insurance Coverage** - County shall provide insurance coverage for the replacement value of the structure and the contents of the Premises. District shall be responsible for creating and maintaining a list of the contents of the Premises. That list and the associated values of the contents shall be forwarded to the County on a twice-yearly basis, once in July of each fiscal year and once in January of each fiscal year. Should the District purchase any item costing more than $5,000 to be placed on the Premises, a description and associated value shall be forwarded to the Coconino County Risk Manager within fifteen (15) days of the purchase.

9. **Notices** - All notices to be given by one party to the other shall be in writing and sent by registered mail or hand delivered to each as follows:

Coconino County
Clerk of the Board 219
East Birch
Flagstaff, AZ 86001

City of Flagstaff
Economic Vitality Director
211 West Aspen Avenue Flagstaff,
AZ 86001-5399

Coconino County Free Library District
County Librarian
300 West Aspen
Flagstaff, AZ 86001

10. **Amendment** - All amendments to this agreement must be in writing, approved by necessary governing bodies, and signed by duly authorized representatives of all Parties.

11. **Term** - This Agreement shall be recorded in the official records of Coconino County, Arizona, as soon as possible, but in any event within ten days of execution, shall be effective as of the date it is recorded and shall continue in force and effect for a period of 5 (five) years, with the option to renew for two additional five-year terms. This Agreement can be terminated for convenience by any party with 90-days written notice. In addition, this Agreement may be terminated by any of the Parties without penalty or further obligation, in accordance with the provisions of Arizona Revised Statutes §38- 511.

IN WITNESS WHEREOF, the undersigned have executed this Intergovernmental Agreement of the day and year first above written.

COCONINO COUNTY:

By _____
Art Babbott
Chairman of the Board of Supervisors

ATTEST:

By _____
Lindsay Daley
Clerk of the Board

Approved as to Form:

By _____
Deputy County Attorney

FLAGSTAFF CITY/COCONINO COUNTY LIBRARY DISTRICT:

By _____
Art Babbott
Chairman of the Board

ATTEST:

By _____
Lindsay Daley
Clerk of the Board

Approved as to Form:

By _____
Deputy County Attorney

CITY OF FLAGSTAFF:

By _____
Coral Evans
Mayor

ATTEST:

By _____
Stacy Saltzburg
City Clerk

Approved as to Form:

By _____
City Attorney

RESOLUTION NO. 2019-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY, THE COCONINO COUNTY FREE LIBRARY DISTRICT, AND THE CITY OF FLAGSTAFF FOR THE ADMINISTRATION, OPERATION, MAINTENANCE AND CAPITAL IMPROVEMENTS AT THE TUBA CITY LIBRARY

RECITALS:

WHEREAS, Tuba City Cultural Projects, Inc. ("TCCP") holds Lease No. TC-97-904 (Exhibit "A") with the Navajo Nation for Navajo Nation Building No. T015-072, commonly known as the Tuba City Public Library, located on Main Street in Tuba City, Arizona (the “Premises”), which is suitable for use as a public library and which TCCP has provided for the use of a public library; and

WHEREAS, the City of Flagstaff (“City”), Coconino County (“County”), and the Coconino County Free Library District (“District”) are parties to an Intergovernmental Agreement for the Administration and Funding of Branch and Affiliate Libraries of the Coconino County Free Library District (the “Master IGA”); and

WHEREAS, the Master IGA acknowledges the intent of the District to operate a branch library at the Tuba City Public Library with the assistance of the County and the City; and

WHEREAS, the County, District and City (the "Parties") desire to memorialize their respective responsibilities for the administration, maintenance, and operation of the Tuba City Public Library.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Coconino County, Coconino County Free Library District and the City of Flagstaff, Arizona, attached hereto (“IGA”), which shall become effective as of the date it is recorded with the County (“Effective Date”).

SECTION 2. Effective Date.

This resolution shall be immediately effective upon 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

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Co-Submitter:	Stacey Brechler-Knaggs
Date:	06/26/2019
Meeting Date:	07/02/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-37: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between Coconino County and the City of Flagstaff for Dispute Resolution/Mediation Services.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-37 by title only
2) City Clerk reads Resolution No. 2019-37 by title only (if approved above)
3) Adopt Resolution No. 2019-37

Executive Summary:

The City contracts mediation services through Coconino County. The purpose of utilizing mediation services through County services if necessary is for alternative dispute resolution (ADR) of civil rights complaints. Under the City's civil rights code, complaints for violations of the City's civil rights code are taken by the City Manager's Office. The ADR program will provide a Mediator(s) to mediate disputes, arising out of possible civil rights violations and shall provide such services to all persons referred or brought in by the City. Approval of this agreement will authorize a cost to the City of $540.00 for a four (4) hour mediation session. If four (4) hours is not enough time to reach a settlement of a said dispute, the mediation can be reset at the City's discretion and if necessary, the Mediator's recommendation at the cost of $120.00 per hour. The term agreement will be for (5) five years.

Financial Impact:

Funding for mediation services is included in the adopted budget in account 001-09-402-1310-1-4206 Non-department.

Policy Impact:

None.

Connection to Council Goal, Regional Plan:

1. Social Justice.
2. Community Outreach.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

Approve the acceptance of the IGA or decline the acceptance of the IGA.

Background/History:

Alternative Dispute Resolution (ADR) is the procedure for settling disputes without litigation, such as arbitration, mediation, or negotiation. ADR procedures are usually less costly, more expeditious and are increasingly being utilized in disputes that would otherwise result in litigation, including high-profile labor disputes, divorce actions, and personal injury claims. The City contracts mediation services through Coconino County if necessary for alternative dispute resolution (ADR) of civil rights complaints under the City's civil rights code. The County has available and the personnel necessary to organize and provide personnel to provide the Alternative Dispute Resolution (ADR) mediation services for the City of Flagstaff. The County has the ADR program in place and has provided this service for the City or the last (5) five years.

Key Considerations:

None

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Having the IGA in place allows citizen's to report civil rights violation though the City of Flagstaff settling disputes without litigation in the form of mediation through Coconino County's Alternative Dispute Resolution (ADR) Program which are less less costly and more expeditious.

Community Involvement:

To provide the public with an alternative mean to address violations of the City's Civil Right's Code by partnering with the City's external partner (Coconino County).

Expanded Options and Alternatives:

If approved, the IGA would allow the City of Flagstaff to continue its external partnership with Coconino County to provide mediation services for violating of the City's Civil Rights code through the Coconino County's Alternative Dispute Resolution Program.

Attachments: Res. 2019-37
IGA

RESOLUTION NO. 2019-37

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR THE ALTERNATIVE DISPUTE RESOLUTION PROGRAM MEDIATION SERVICES.

RECITALS:

WHEREAS the City desires to enter into this Agreement for the Coconino County for Alternative Dispute Resolution (ADR) programs to provide Mediation Services to the City for disputes regarding civil rights violations; and

WHEREAS, the County has available and offers to provide the personnel necessary to organize and provide said services; and

WHEREAS, the City and County attest that each has the authority to enter into this IGA by virtue of the authorities set forth in Arizona Revised Statutes §11-951, §11-952; and the Parties further attest that the scope and purpose of this agreement does not exceed the powers inherent to each Party by virtue of their organizational statutory authorities. Arizona Revised Statutes §11-954.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between the Coconino County and the City of Flagstaff, Arizona, attached hereto ("IGA"), which shall become effective upon the date first executed by both parties ("Effective Date").

SECTION 2. Effective Date.

This resolution shall be immediately effective upon 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

INTERGOVERNMENTAL AGREEMENT FOR
COCONINO COUNTY ALTERNATIVE DISPUTE RESOLUTION PROGRAM
MEDIATION SERVICES
CITY OF FLAGSTAFF
and
COCONINO COUNTY

This Intergovernmental Agreement for Mediation Services ("Agreement") is made by and between the City of Flagstaff ("City"), a municipal corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona, and Coconino County, a political subdivision of the state of Arizona with an office at 200 N. San Francisco Street, Flagstaff, Arizona 86001 ("County"), effective as of the date written below.

RECITALS

A. The City desires to enter into this Agreement for the Coconino County for Alternative Dispute Resolution (ADR) programs to provide Mediation Services to the City for disputes regarding civil rights violations; and

B. County has available and offers to provide the personnel necessary to organize and provide said services in accordance with the Scope of Work, attached to this Agreement as Exhibit A;

C. The City and County attest that each has the authority to enter into this IGA by virtue of the authorities set forth in Arizona Revised Statutes §11-951, §11-952; and the Parties further attest that the scope and purpose of this agreement does not exceed the powers inherent to each Party by virtue of their organizational statutory authorities. Arizona Revised Statutes §11-954.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, the City and County agree as follows:

1. SERVICES TO BE PERFORMED BY COUNTY

County, agrees to provide the services, as set forth in detail in Exhibit "A" attached hereto and hereby incorporated as part of this Agreement and adopted by reference.

2. COMPENSATION OF COUNTY

The City agrees to pay **$540.00** for a four (4) hour mediation session. If four (4) hours is not enough time to reach a settlement of a said dispute, the mediation can be reset, at the City's discretion and if necessary, the Mediator's recommendation at the cost of $120.00 per hour.

3. RIGHTS AND OBLIGATIONS OF COUNTY

3.1 Separation of Authorities. The parties agree that County performs specialized services and that County enters into this Agreement with the City as an independent provider of services and not as an employee, agent, or representative of the City. County has no authority to make promises, representations or other extensions of credit that bind the City in any way. County is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of County's performance under this Agreement. County is not obligated to accept all requests for services, depending on circumstances with other work being performed for other clients.

3.2 County's Control of Work. All services to be provided by County shall be performed in accordance with the Scope of Services set forth in Exhibit "A. County shall furnish the qualified

personnel, materials, equipment and other items necessary to carry out the terms of this agreement. County shall be responsible for and in full control of the work of all such County personnel.

3.3 Reports to the City. Although County is responsible for control and supervision of work performed under this Agreement, the services provided shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports if requested by the City to be provided by County to the City and the right of the City, and the right of the City to audit County's records for compliance.

3.4 Compliance with All Laws. County 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.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To City:	To County:
Barbara Goodrich	**Sidney Buckman**
City Manager	**Alternative Dispute Resolution Coordinator**
City of Flagstaff	**Coconino County**
211 W. Aspen	**200 N. San Francisco Street**
Flagstaff, Arizona 86001	**Flagstaff, Arizona 86001**

5. INDEMNIFICATION.

"Each party shall be liable for its own actions and negligence and, to the extent permitted by law, Coconino County shall indemnify, defend and hold harmless City of Flagstaff against any actions, claims or damages arising out of Coconino County's negligence in connection with this Agreement, and City of Flagstaff shall indemnify, defend and hold harmless Coconino County against any actions, claims, or damages arising out of City of Flagstaffs negligence in connection with this Agreement. The foregoing indemnification shall not be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions."

6. INSURANCE

County shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by County, its agents, representatives, or employees. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect County from liabilities that may arise out of the performance of the work under this Agreement by County, its agents, representatives, or employees and County is free to purchase additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance: County shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacement thereof)

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage (any one fire)	$500,000
Medical Expense (any one person)	Optional

2. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles (Form CA 0001, ed. 12/93 or any replacement thereof.)
Combined Single Limit Per Accident for Bodily Injury and Property Damage $1,000,000

3. Workers' Compensation and Employer's Liability $1,000,000

B. SELF-INSURED RETENTIONS/DEDUCTIBLES: Any self-insured retentions and deductibles must be noted to the City. However, the Proposer shall be solely responsible for any self-insured and/or deductibles associated with the Proposer's insurance coverage.

C. OTHER INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages:

a. The City of Flagstaff, its officers, officials, and employees are additional insureds with respect to liability arising out of: activities performed by, or on behalf of, the County; including the City's general supervision of the County; products and completed operations of the County: and automobiles owned, leased, hired or borrowed by the County.
b. The County's insurance shall contain broad form contractual liability coverage.
c. The County's insurance coverage shall be primary insurance with respect to the City, its, officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess to the coverage of the County's insurance and shall not contribute to it.
d. The County's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the County for the City.

6.1 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the, required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the City. Such notice shall be sent directly to:

Rick Compau, C.P.M., CPPO, CPPB
Purchasing Director
City of Flagstaff, Purchasing Division
211 W. Aspen Ave.
Flagstaff, Arizona 86001.

6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Arizona and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect County from potential insurer insolvency.

6.3 Verification of Coverage. Prior to commencing work or services, County shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements shall be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to **Rick Compau, C.P.M., CPPO, CPPB, Purchasing Director, City of Flagstaff, Purchasing Division, 211 W. Aspen Ave., Flagstaff, AZ, 86001.** The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to request and receive within ten (10) days, complete, certified copies of all insurance policies required by this Agreement at any time. The City shall not be obligated, however, to review same or to advise County of any deficiencies in such policies and endorsements, and such receipt shall not relieve County from, or be deemed .a waiver of the City's right to insist on, strict fulfillment of County's obligations under this Agreement.

6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City Attorney's office, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

7.1 Events of Default. Defined. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by County to the City;

7.1.2 Any failure by County to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within County's reasonable control;
7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time;
7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;
7.1.2.4 Discontinuance of the work for reasons not beyond County's reasonable control;
7.1.2.5 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and
7.1.2.6 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies.

7.2.1 Upon the occurrence of any Event of Default, the City may declare County in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement. Upon the giving of notice, the City may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;
7.2.1.4 The right to withhold all or any part of County's compensation under this Agreement;
and
7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows County to continue to provide the Services despite the occurrence of one or more Events of Default, County shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

8. GENERAL PROVISIONS

8.1 Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. County hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

8.3 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

8.4 Severability. If any part of this Agreement is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be assigned by either the City or County without prior written consent of the other.

8.6 Conflict of Interest. County covenants that County presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. County further covenants that in the performance of this Agreement, County shall not engage any employee or apprentice having any such interest. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

8.7 Authority to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.

8.8 Integration. This Agreement represents the entire understanding of City and County as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.9 Non-appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City or the County for payments or performance to be made under this Agreement, this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to County under this Agreement beyond these amounts appropriated and budgeted by the City to fund payments under this Agreement.

8.10 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 try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall take place in Flagstaff, Arizona, shall be self-administered, and shall be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision shall not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

8.11 Waiver. No failure to enforce any condition or covenant of this Agreement by the City or County shall imply or constitute a waiver of the right of the City or County to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor shall any waiver by the City or County of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

9. DURATION

This Agreement shall become effective on and from the day and year executed by the parties, indicated below, and shall continue in force for an initial term of five years (5) year, unless sooner terminated as provided above. Upon Council approved monetary contributions and mutual written agreement between the City and County, this Agreement is effective subject to annual budget appropriation. The Purchasing Director of the City has authority to bind the City only for the purpose of renewing the term of this Agreement as described in this section.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the _____day of _____, 2019.

CITY OF FLAGSTAFF	COCONINO COUNTY
BY:_____ Barbara Goodrich, City Manager	BY:_____ XXXXXX, President
Attest:	Attest:
_____ Stacey Saltzburg	_____ Executive Assistant
Approved as to form:	Approved as to form:
_____ City Attorney	_____ Attorney

EXHIBIT A
SCOPE OF WORK

The Coconino County Alternative Dispute Resolution (ADR) program shall provide Mediation Services to the City for disputes regarding civil rights disputes.

The ADR program will provide a Mediator(s) to mediate disputes, arising out of possible civil rights violations and shall provide such services to all persons referred or brought in by the City.
The cost to the City will be $540 for a four (4) hour mediation session. If four (4) hours is not enough time to reach a settlement of a said dispute, the mediation can be reset at the City's discretion and if necessary, the Mediator's recommendation at the cost of $120.00 per hour.

9. K.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Cliff Bryson, Labor Standards Manager
Co-Submitter:	Rick Compau
Co-Submitter:	Rick Compau
Date:	06/26/2019
Meeting Date:	07/02/2019

TITLE:

Consideration and Approval of Contract: State Lobbying Professional Services Contract with Elevated Advocacy, LLC.

STAFF RECOMMENDED ACTION:

1. Approve the State Lobbying Services Contract with Elevated Advocacy, LLC to provide state lobbying services for the City of Flagstaff, with the first year's monthly fee at five thousand dollars ($5,000), which includes all applicable expenses billed at cost, for a total annual fee of sixty thousand dollars ($60,000). Year two and year three will be at a monthly fee of $5,500, which includes all applicable expenses billed at cost, for an annual fee of sixty-six thousand dollars ($66,000).
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City contracts for state lobbying services to monitor specific legislation impacting the City's interest and established priorities and also to advocate as appropriate. The City's lobbyist is required to provide regular and timely information to the City Manager and weekly updates to the City during Legislative Sessions and conduct a post session recap for City Council at public meetings. The lobbyist is responsible for ongoing communication throughout the Legislative session as well as seeking direction regarding important bills, amendments, developments and other direction provided from the city. Each year, the City Council adopts priorities to provide necessary direction to staff and the lobbyist.

Financial Impact:

Funding for state lobbying services is included in the adopted budget in account 001-09-402-1310-1-4206 Non-departmental. The FY2020 budget for state lobbying services is $48,000. If the recommended action is approved, the City would make up the $12,000 difference, for year one of the initial contract term, within the City's Non-departmental budget with reductions to other line items within the budget. Staff will meet with the Budget Team to determine those reductions.

State lobbying services for FY 2021 and FY 2022 will be budgeted to reflect the fee increase for contract year's two and three.

Policy Impact:

No policy impact.

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

1. Grow and strengthen a more equitable and resilient economy.
2. Support development and increase the inventory of public and private affordable housing for renters and home owners throughout the community.
3. Advance social justice in our community.
4. Deliver quality community assets and continue to advocate and implement a highly performing multi-model transportation system.
5. Revise the Zoning Code to remove ambiguities, and ensure it is consistent with community values and with the Regional Plan.
6. Take meaningful climate change action.
7. Become a national leader in water conservation in all sectors.
8. Actively manage and protect all environmental and natural resources.
9. Attract and retain quality staff.
10. Enhance public transparency and accessibility
11. Enhance relationships between the city and institutions of higher education.
12. Achieve comprehensive and equitable code compliance

Has There Been Previous Council Decision on This:

Previous Council decision on a contract for state lobbying service occurred in October 2010 and November 2015.

Options and Alternatives:

1. Approve the State Lobbying Professional Services Contract with Elevated Advocacy, LLC, as recommended;
2. Approve the State Lobbying Services Contract, with a revised initial contract term and renewal periods;
3. Direct staff to conduct another Request for Proposals (RFP) procurement process; or
4. Discontinue the use of any professional lobbying services.

Background/History:

The City of Flagstaff's Intergovernmental Relations Program coordinates the City's dealings with the federal, state, tribal and other local governments, and seeks to foster constructive links between the City and these entities. The Intergovernmental Relations Program works to advocate for the Flagstaff community by fostering and maintaining relationships with individuals and entities that affect the City's interests.

The Intergovernmental Relations Program keeps the Mayor and Council informed about intergovernmental issues and assists in representing the City's interests in these matters. The Intergovernmental Relations Program is part of the City Manager's Office and serves all City departments, the Flagstaff City Council and the Mayor.

The City contracts lobbying services to advocate and monitor specific legislation impacting to the City's interest and established priorities. The City adopts state and federal legislative priorities to establish City positions on issues, policies and projects of legislative interest. The City Manager's Office coordinates with the City's lobbyists, Arizona League of Cities and Towns staff, and City staff to review proposed legislation and informs legislators, legislative staff and the governor's

office, federal agencies and stakeholders regarding those impacts. Advocacy is also supported by Council adoption of guiding principles and partnerships. Historically, the City's guiding principles are typically maintaining and protecting shared revenues, preserving local control and supporting adopted Council goals.

The Mayor and City Council approve a state agenda on an annual basis, which defines the City's legislative priorities and guides the City's lobbying activities. The City's lobbyist is in constant communication with staff. Together, the lobbyist and staff brief the Mayor and City Council throughout the legislative session. While the adopted priorities provide necessary direction, ongoing communication is also critical throughout the session to seek direction regarding important bills, amendments and project developments.

The City's Purchasing Section conducted a Request for Proposals (RFP) and advertised the RFP in the Arizona Daily Sun on April 28th and May 5th. The RFP was also posted to the PlanetBids website, which is a third-party bidding site with hundreds of registered Vendors. Proposal responses were due no later than May 16th. The City received a total of one (1) response; from Elevated Advocacy, LLC. The evaluation committee was comprised of three (3) evaluators, with all evaluators being within the City organization. Once the evaluation and scoring was completed for state lobbying services and the scores were aggregated into a matrix, the evaluation committee determined Elevated Advocacy, LLC to be both responsive and responsible with high scores given by all three (3) evaluators.

Key Considerations:

City Purchasing staff utilized a formal competitive RFP process, and although the city only received one (1) proposal response, the evaluation committee determined Elevated Advocacy, LLC to be both responsive and responsible with a competitive annual fee that includes all reimbursable expenses.

The RFP was updated significantly in the summer 2015 to reflect current needs of the City as well as to accurately reflect the scope of services. The RFP allowed for the evaluation of the following: experience and qualifications of the firm, project personnel assigned to the project, presented approach, proposed fee and meaningful knowledge of City of Flagstaff issues. The initial term of the contract will be for a three (3)-year period, with the ability to renew for up to two (2) additional one (1)-year terms based on the successful performance of the Proposer and the needs of the City.

The City and Coconino County are currently under contract with Elevated Advocacy, LLC for state lobbying services and to date has been performing at high standards with the City and Coconino County.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Community benefits of the State Lobbying Professional Services Contract may include additional or enhanced funding resources as well as policy actions that may enhance essential services or quality of life for Flagstaff residents, businesses, public agencies and visitors.

Community Involvement:

State lobbying services were discussed during the annual budget hearings.

Expanded Options and Alternatives:
None

Attachments: Professional Services Contract

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. 2019-107

This Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and, Elevated Advocacy, LLC, an Arizona Limited Liability Company ("Contractor").

WHEREAS, the City of Flagstaff desires to receive and Contractor is able to provide state lobbying services; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the "parties") agree as follows:

SERVICES

1. Scope of Work: Contractor shall provide services to advocate and monitor specific legislation impacting the City's interests and established priorities and other services generally described as follows:

   STATE LOBBYING SERVICES

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

2. Compensation: In the first year of an initial three-year term contract, the City shall pay Contractor a monthly fee of Five Thousand Dollars ($5,000), that includes all associated reimbursable expenses, for a total annual fee of Sixty Thousand Dollars ($60,000). In years two and three of the three-year term contract, the monthly fee shall increase to Five Thousand Five Hundred Dollars ($5,500), that includes all associated applicable expenses, for a total annual fee of Sixty-Six Thousand Dollars ($66,000).

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. Key Personnel/Subcontractors: In the event the Contractor becomes unavailable for a period of time that will affect his availability to perform the responsibilities outlined in the scope of work, as well as timely responses and reporting to the City Manager's Office and City Council members due to unforeseen absences or planned absences, the Contractor shall subcontract with an entity, with an established track record based on the following:

   a. Unforeseen Contractor Absences – Unforeseen absences lasting longer than fourteen (14) calendar days if the legislature is not in session, and seven (7) calendar days if the legislature is in session, the Contractor shall subcontract with an established entity with an established track record to provide advocacy services to the city and provide research and analysis work as appropriate, if the absence causes delay to city projects or decisions.

   b. Planned Contractor Absences – Contractor shall not take planned vacations when the legislature is in session, or there is a likelihood the legislature will return to session or special session. For planned vacations lasting longer than fourteen (14) calendar days, the contractor and the city will consult with, and may require the Contractor to subcontract with an established entity with an established track record to provide advocacy services to the city and provide

research and analysis work as appropriate, if the absence causes delay to city projects or decisions.

In the event Contractor has to subcontract with an established entity, the Contractor shall provide to the City representative the contact information (name, address, phone, fax, and email) for any Key Personnel or Subcontractors that would fill in as a backup. The City Representative for this contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

5. City Representative: The City Representative is Cliff Bryson, Assistant to the City Manager or his designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the Purchasing Director.

6. City Cooperation: City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.

CONTRACT TERM

7. Contract Term: The Contract term is for an initial period of three (3) years unless terminated pursuant to the Standard Terms and Conditions. This Contract shall be effective as of the date signed by both parties. Performance shall commence upon a formal written "Notice to Proceed". Scope of services shall be completed on or before the agreed upon time consistent with the agreed upon Schedule of Services.

8. Renewal: At the end of the initial three-year term, there are two (2) additional one (1) year extensions upon mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) may approve any price adjustment if the annual Contract price is less than $50,000; otherwise City Council approval is required.

DATA AND RECORDS

9. City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.

10. Re-Use: City may use City's work product without further compensation to Contractor; provided, however, City's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion of City's work product for the benefit of Contractor or any third parties without City's prior written consent.

11. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City copies all of

City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

MISCELLANEOUS

12. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Cliff Bryson
Assistant to City Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
cbryson@flagstaffaz.gov
Phone: (928) 213-2070

To Contractor:
Todd Madeksza
Principal
Elevated Advocacy, LLC
450 N. Moriah Dr.
Flagstaff, Arizona 86001
elevatedadvocacy.com
Phone: (602) 320-3186

With a copy to:
Rick Compau, C.P.M., CPPO, CPPB
Purchasing Director
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona 86001
rcompau@flagstaffaz.gov
Phone: (928)213-2275

With a copy to:

13. 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

Notice to Proceed issued: _____, 20___

EXHIBIT A

SCOPE OF WORK

State Lobbying Services

- Demonstrate knowledge of City's interests and issues.
- Work with City Manager, Mayor, Council members and staff to develop an annual state program outlining the City's priorities, goals and interest areas to be pursued with the state legislative and executive branches.
- Provide City with educational background information relevant to City's priority interests.
- Review proposed and introduced state legislation, executive proposals, administrative rules and regulations, and governor's budget. Advise City of any such items that are relevant to City's state program, the City's interests and/or policies.
- Review, identify and monitor state legislative, executive and regulatory policy changes.
- Develop and recommend strategies for advocating the City's position on priority issues with state legislators, officials and staff.
- Monitor state budget and appropriations process and identify and advise City of opportunities regarding the state budget and appropriations process.
- Develop white papers, briefing materials, talking points, appropriations and grant requests.
- Draft and present testimony when requested.
- Attend relevant legislative committee and agency hearings.
- Act as City's liaison with members of State Legislature, their staff, agency and executive officials.
- Conduct 1:1 meetings with Mayor and Councilmembers (phone or in person) at least twice a year and/or as deemed appropriate by the City and Council.
- Provide regular and timely information and updates to City Manager.
- Submit written weekly updates to City during the Legislative Session and conduct a post-Session recap for Council at a public meeting.
- Facilitate and schedule meetings for Mayor, Council members and City officials with Legislature Members, legislative staff, state officials, state agency staff and tribal staff. Prepare briefing materials and conduct briefings with City officials in preparation of these meetings.
- Meet with Flagstaff's representatives and senator to provide information and advocate City's priorities (legislative and appropriations).
- Demonstrate awareness of priority issues of areas surrounding the City and knowledge of and ability to work with potential coalitions/lobbyists in advocating the City's priorities.
- Make presentations to Mayor/Council/City Manager in Flagstaff as requested (generally, two times a year).
- Draft proposed legislation and/or amendment language as necessary; obtain sponsors for bill introduction or amendment language and monitor bill submission throughout session.

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 at 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 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 delivered and 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 attorney's fees, costs, professional fees and expenses.

14. A.

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: 06/26/2019

Meeting Date: 07/02/2019

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:

1) Hold Public Hearing
2) Read Ordinance No. 2019-13 by title only for the final time
3) City Clerk reads Ordinance No. 2019-13 by title only (if approved above)
4) 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:	Brandi Suda, Finance Director
Co-Submitter:	Heidi Derryberry, Finance Manager
Date:	06/26/2019
Meeting Date:	07/02/2019

TITLE:

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) Read Ordinance No. 2019-15 by title only for the final time
2) City Clerk reads Ordinance No. 2019-15 by title only (if approved above)
3) 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

15. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Shannon Anderson, Human Resources Director

Date: 06/26/2019

Meeting Date: 07/02/2019

TITLE:

Consideration of Appointment: City Manager.

STAFF RECOMMENDED ACTION:

Appoint and approve the agreement for City Manager effective August 26, 2019 for the City of Flagstaff.

Executive Summary:

Barbara Goodrich has served as the City Manager since February 12, 2018. Given Manager Goodrich's intent to retire City Council conducted a nationwide recruitment for City Manager.

A final agreement will be provided prior to the meeting

Financial Impact:

The City Manager salary and benefits are currently budgeted.

Policy Impact:

This appointment will not impact City policy.

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

The City Manager position is supportive in the planning and preparation of items connected to the Council Goals, Regional Plan and Team Flagstaff Strategic Plan.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

The Flagstaff City Council may consider other terms or conditions to the agreement.

Community Involvement:

The Flagstaff City Council invited community members to participate and provide feedback in the recruitment of the City Manager.

Attachments:

15. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Dan Symer, Zoning Code Manager
Date:	06/26/2019
Meeting Date:	07/02/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-31 and Ordinance No. 2019-22: A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk and entitled "2019 Zoning Code Amendments Industrial Zones and Miscellaneous Revisions (PZ-19-00087 AND PZ-19-00093)"; and, an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code (Ordinance No. 2011-20), Chapters 10-20, 10-40, 10-50, 10-60, and 10-80, as provided in that certain document entitled "2019 Zoning Code Amendments Industrial Zones and Miscellaneous Revisions (PZ-19-00087 and PZ-19-00093)" Declared to be a Public record by Resolution No. 2019-31; providing for repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Adopt Resolution No. 2019-31
2) Read Ordinance No. 2019-22 by title only for the final time
3) City Clerk reads Ordinance No. 2019-22 by title only (if approved above)
4) Adopt Ordinance No. 2019-22

Executive Summary:

The proposed amendment contains two parts. The first part of the proposed amendment is the City's continued effort to resolve conflicts, make technical corrections, and incorporate clarity into the Zoning Code. The second part (Case No.: PZ-19-00082) is a proposed amendment by the property owner (Pacific Prime Properties) to amend the list of land uses for the Light Industrial (LI) zone to add the Seasonal Amusement/Entertainment and Sales, Indoor (SAESI) land use as an allowed use subject to the approval of a Conditional Use Permit.

On June 12, 2019, the Planning and Zoning Commission recommended approval of the proposed amendment to the City Council with a vote of 4-0.

Updated Exhibit A attached

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed Zoning Code Text Amendments.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed Zoning Code Text Amendments.

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

Council Goals:
Revise the zoning code to remove ambiguities, and ensure it is consistent with the community values and the Regional Plan.

Team Flagstaff Strategic Plan:
Work in partnership with to enhance a safe and livable community.

Regional Plan:
Please refer to the attached Planning and Zoning Commission staff report.

Has There Been Previous Council Decision on This:

The Zoning Code was adopted by the City Council on November 1, 2011, to replace the former Land Development Code. Since its adoption, the code has been amended several times to address procedures, add clarity, resolve conflicts, address planning initiatives (accessory dwelling units), incorporate applicant's requests (West University Drive Entrance Sign District), and to address changes in state law and U.S. Supreme Court decisions (i.e. Reed vs the Town of Gilbert).

Options and Alternatives:

The City Council may adopt, modify, or deny the amendments.

Background/History:

Proposed Amendment

Part 1 – City's Proposed Amendments

Organized primarily by section number and topic, below is a summary of staff's proposed Zoning Code Text Amendment (Attachment 1 - excluding sections 17, 24, and the SAESI land use of Section 5). The most significant modification is the correction to the adoption of the Industrial Zones (10-40.30.050), including scriveners and table errors pertaining to the allowed uses and the building form provisions. Even though the codified version of the zoning code includes the intended allowed uses and the building form provisions of the Industrial Zones, the City Council adopted ordinance and resolution (Ordinance No. O2011-20 and Resolution No. R2011-35) references the residential zone provisions in place of the industrial zone provisions. Incorporated into these changes is the land use term modification from "Lodging" to "Travel Accommodations". The purpose of this change is to utilize an industry and North American Industry Classification System (NAICS) term for the land use.

To clarify that the proposed land use of Travel Accommodations does not include short term rentals and vacation retails, staff has included the following definition into the proposed amendment:

> *Travel Accommodations: is a one or more structures, with or without related services and facilities, that is provided and offered to transient guests for stays of less than thirty (30) days. A travel accommodation may include accessory commercial uses, such as retail, restaurant, banquet space, event center or other similar use. Travel accommodation does not include bed and breakfast, short-term rental or vacation rental, and includes hostels, hotel, Inns, lodges/lodging, motels/motor or auto courts, resorts, time-shares, and similar uses as determined by the Zoning Administrator.*

A vast majority of the remainder of the proposed modifications are intended to resolve discrepancies between the originally adopted ordinance, subsequent amendments and the codified version of the zoning code. In addition to these modifications, the proposed text amendment includes corrections to section cross-references, technical modifications, and table formatting. Also, the amendment includes a term change from “horse fencing” to “corral fencing”. The purpose of this modification is to eliminate the need for a decision/interpretation to allow fencing of this type for other animals that are kept in corrals of similar nature. Finally, a definition for a Fuel Pump Sign has been included. Currently, this sign type is not defined. The proposed definition, “A sign mounted above, and integrated into the structure of, an operable fuel dispensing pump” is to eliminate the need for an interpretation of the zoning code as it pertains to what a fuel pump sign is.

Part 1 – Summary of the Staff Revisions to Zoning Code

1. ***Temporary Use Permits (Section 10-20.40.150.D):*** *Change the term Temporary Signs to Portable Signs.*
2. **Industrial Zones – Allowed Uses (Section 10-40.30.050.B):** Delete and adopt the list of land uses allowed in the Industrial Zones to correct the adoption, scrivener's and table errors in Ordinance No. O2011-20 and Resolution No. R2011-35. In addition, the land use term Lodging has been changed to Travel Accommodations.
3. **Industrial Zones – Building Form Standards (Section 10-40.30.050.C):** Delete and adopt the building form standards of the Industrial Zones to correct the adoption, scrivener's and table errors in Ordinance No. O2011-20 and Resolution No. R2011-35.
4. **Sustainability Features of All Non–Transect Zones (Section 10-40.30.070.A):** Incorporate technical corrections to the Sustainability Features table.
5. **T1 Natural (T1) Standards (Section 10-40.40.030):** Add Wind Energy Production Facility as an allowed sustainable feature.
6. **T3 Neighborhood I (T3N.1) Standards, and T3 Neighborhood 2 (T3N.2) (Sections 10-40.40.050, and 10-40.40.060):** Correct the Dormitories and Fraternities/Sororities Land use in the Allowed Uses to require a Conditional Use Permit.
7. **T6 Downtown (T6) (Section 10-40.40.100)** add Bed and Breakfast as a permitted use
8. **Thoroughfare Assemblies (Section 10-60.10.090):** Add the provisions of thoroughfare assemblies into this section.
9. **Additional Technical and Term (Sections 10-40.30.050, 10-40.40.100, 10-40.60.280, 10-40.60.310, 10-50.50.040, 10-50.100.060, 10-50.100.100, 10-50.110.080):** Incorporate various technical modifications and cross references errors.
10. **Definitions, “S” (Sections 10-80.20.190)** Add the term Sign, Fuel Pump to the list of definitions.
11. **Definitions, “T” (Sections 10-80.20.200)** Add the term Travel Accommodations to the list of definitions.

Part 2 – Applicant’s Proposed Amendments

The applicant’s request is to add a new land use, SAESI, to the Light Industrial (LI) zone. The proposed amendment defines (Attachment 1 - Section 24) the new land use as:

> *Seasonal Amusement, Entertainment and Sales, Indoor: is an indoor annual reoccurring seasonal commercial amusement, entertainment or festival event (e.g. art festivals/performances/workshops, Christmas fair, haunted house, or similar activity approved by the Zoning Administrator), including the seasonal sales of merchandise, that occurs only once in a calendar year for a specified timeframe, which is generally less than 4 months.*

The applicant’s narrative (Attachment 2) includes a summary of the proposed Zoning Code Text Amendment, and a Regional Plan and required Zoning Text Amendment findings analysis.

Primarily to facilitate the relocation of a local business (the North Pole Experience (NPEX)) to the property owner's property, the proposed use would supplement the allowed and conditional uses of the zone that this business would utilize (warehousing and office land uses) as part of the functions of its operations. Therefore, the proposed modification would allow all business activities of the NPEX to operate in one location. As a larger zone wide benefit, the proposed uses would allow greater flexibility for the existing allowed uses, such as trade schools and a Light Industrial, General uses, to utilize the proposed use for seasonal activities, such as a product and trade fairs, promotional activities, performances, etc.

To ensure compatibility between existing uses on a property and nearby uses on other properties, to utilize the SAESI use, a property owner will be required to obtain the approval of a Conditional Use Permit. Included in the proposed amendment are use specific criteria and development standards for the SAESI use. These standards and criteria are intended to mitigate pedestrian and vehicle conflicts, and to preclude locations that have existing businesses on the property or nearby that are functionally inconsistent, or may have the potential of causing undue harm to the SAESI users (Attachment 1, Section 17).

Key Considerations:

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. <u>Finding #1:</u>

- **The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;**

The City's proposed amendments are primarily to resolve conflicts, incorporate technical corrections and add clarity to the zoning code. Clerical in nature, the amendments do not substantively modify the existing provisions of the Zoning Code and maintains consistency and conformance with the objectives and policies of the Regional Plan (General Plan) and applicable specific plans.

The most significant modifications include the adoption of the industrial zone land uses and building form requirements. These zones and related provisions are primarily intended to implement the Regional Plan's land use designation of Employment Center "Employment." Supported by several goals and policies of the Regional Plan, these zones are intended to increase employment, promote new and re-development, establish land use and development flexibility, ensure development of industrial area are compactable with surrounding areas, and protect existing and encourage new business and industrial growth (LU 1.1, LU 1.6, LU 6.2, LU 16.2, LU 16.3, ED3.8, ED 4.5 of the Regional Plan).

The applicant's proposed amendment is to modify the land use of the Light Industrial (LI) zone. Intended to provide a transitional zone between commercial and heavy industrial land uses, the Light Industrial (LI) zone also assists with the Employment land use's purpose of providing "… for the continued growth of the existing employment centers and encouraging the reuse of underutilized, vacant or obsolete commercial and industrial spaces…"

The addition of the proposed SAESI use has the potential of assisting to implement the Regional Plan's Employment and land use policy objectives to encourage the reuse of underutilized, vacant or obsolete commercial and industrial spaces. As proposed, the use would allow property owners additional flexibility to partner with businesses and tenants to use indoor areas for art festivals, including performances and workshops, fairs, and other holiday and seasonal events (LU 1.6 of the Regional Plan) that require large indoor volumes for a limited time period (A total of 98 days in any one calendar year, and no more than 98 consecutive days.) Also, the use would allow businesses and event operators to co-locate their operations in a single location, adding to the flexibility of the Light Industrial (LI) zone.

Some potential uses require the warehousing (an allowed use in the Light Industrial) of operational materials in the off-season and sale merchandise in preparation for an upcoming seasonal event. Also providing the property owners and tenants greater flexibility (LU 1.6 of the Regional Plan), other uses in the zone, such as trade schools and a Light Industrial, General uses could utilize the proposed use for seasonal activities such as a product and trade fairs, promotional activities, etc. that could occur within or near its operational facilities.

Recognizing the purpose of the zone, the Employment land use, and Regional Plan policies to protect existing more intensive businesses and land use operations from uses that may not be appropriate or have conflicting characteristics, the applicant's request is to allow the SAESI subject to the approval of a Conditional Use Permit. In addition to the standard Conditional Use Permit findings, the proposed amendment incorporates two additional findings to ensure compatibility with existing uses of development, and the uses on adjacent property ((ED 3.8) of the Regional Plan). These additional findings are intended to evaluate the proposed and existing uses on the property and on adjacent properties to ensure that there are:

1. no functional conflicts between the uses; and
2. to ensure that there are no undue risks to the proposed use's customers due to being located near more intensive land uses.

B. <u>Finding #2</u>

- **The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City**;

The City's proposed amendments are not anticipated to be detrimental to the public interest, health, safety, convenience or welfare of the City. These amendments are primarily to resolve conflicts, incorporate technical corrections and add clarity to the zoning code. Incorporated in the proposed amendment are additional allowances for sustainable features (wind energy production, riffle pools, swales, etc.) that could assist with mitigating the adverse impacts that the City's populous has on the environment.

The applicant's proposed amendment to add the SAESI land use and related provisions to the Light Industrial (LI) is not anticipated to be detrimental to the public interest, health, safety, convenience or welfare of the City. To assist with mitigating adverse impacts from adjoining and existing uses, the proposed use is required to obtain a Conditional Use Permit, and comply with specific use criteria. These criteria are intended to mitigate potential conflicts between the SAESI's pedestrians and passenger vehicles and large trucks and the operations of loading bays, service areas or truck yard facilities that may occur on a property. These development standards include requiring the:

a. Access to the building area and customer parking for the use, not be located on the same façade or side of the building that has loading bays, service areas or truck yard facilities;
b. Customer parking for the use is to be clustered together, located nearest to the uses primary public entry/exit, and signed for customer's exclusive use during the user's operations; and
c. A pedestrian route from the customer parking to the primary public entry/exit that crosses any drive aisle to be signed and marked to notify the pedestrians and vehicle traffic of the crosswalk.

As indicated above in Finding 1, which is also applicable to Finding 2, the proposed amendment incorporates two additional findings to ensure compatibility with existing uses of a development, and the uses on adjacent property. These additional findings are intended to evaluate the proposed and existing uses on the property and on adjacent properties so that there are:

a. no operational characteristic conflicts between the uses; and
b. to ensure that there are no undue risks to the proposed use's customers due to being located near more intensive land uses.

C. Finding #3

- **The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.**

The City's proposed amendments enhance the zoning code's internal consistency by resolving conflicts, incorporating technical corrections and adding clarity. Furthermore, the proposed amendments are intended to maintain the zoning code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable and easily understood.

The applicant's proposed amendment to add the SAESI land use and related provisions to the Light Industrial (LI) zone achieves internal consistency through the zoning code's intent of encouraging the evolution of zones to include the most appropriate uses that enhance the viability of existing buildings. Furthermore, the proposed use specific criteria assists in maintaining consistency with the zoning code's intent to protect businesses from adverse impacts of adjoining uses, and protecting the health, safety, and general welfare of the public. Finally, the proposed amendment aids with maintaining a comprehensive contemporary set of requirements that are straightforward, usable and easily understood.

Community Benefits and Considerations:

Please refer the key considerations included in this report.

Community Involvement:

In accordance with State Statute and the Zoning Code, the Planning and Zoning Commission work session for the amendments was advertised in the Arizona Daily Sun on May 4, 2019; and, the Planning and Zoning Commission work session was advertised Arizona Daily Sun on May 25, 2019. In addition, the City Council held a work session on these amendments on May 28, 2019. Also, persons of interest that are on file with the Planning and Development Services Department were notified of the work sessions and hearings via first class mail. As of the date of this report, staff has not received any comments from the public.

Attachments:

Res. 2019-31
Exhibit A
Ord. 2019-22
Planning and Zoning Commission Report, June 12, 2019
Staff Presentation

RESOLUTION NO. 2019-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED *"2019 ZONING CODE AMENDMENTS INDUSTRIAL ZONES AND MISCELLANEOUS REVISIONS (PZ-19-00087 AND PZ-19-00093)"*

RECITALS:

WHEREAS, State Law permits cities to declare documents a public record for the purpose of incorporation into city ordinances; and

WHEREAS, the City Council of the City of Flagstaff wishes to incorporate by reference amendments to Flagstaff City Code, Title 10, Flagstaff Zoning Code (Ordinance No. 2011-20), by first declaring said amendments to be a public record.

ENACTMENTS:

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

SECTION 1. The "2019 Zoning Code Amendments Industrial Zones and Miscellaneous Revisions (PZ-19-00087 and PZ-19-00093)," attached hereto as exhibit 'A', three complete copies of which are on file in the office of the City Clerk, is hereby declared to be a public record. Said copies are ordered to remain on file with the City Clerk for public use and inspection.

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

2019 Zoning Code Amendments

Industrial Zones and Miscellaneous Revisions (PZ-19-00087 and PZ-19-00093)

Zoning Code Text Amendment

Case No.s

PZ-19-00087 - Amusement/Entertainment and Sales, Indoor Zoning Code Text Amendment; and

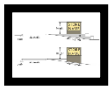
PZ-19-00093 - Industrial Zones and Resolution of Conflicts and Corrections

HOW TO READ THIS DOCUMENT

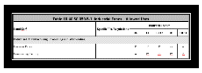
Unless otherwise stated, provisions that are being deleted are shown in red bold strikethroughs, like this: ~~**Provisions that are being deleted are shown with red bold strikethroughs**~~.

Provisions that are being added are shown in blue bold text, like this: **Provisions that are being added are shown in bold underlined and gray highlighted text.**

Graphics/Figures that are being deleted are indicated with an "X" over the graphic/figure.

Graphics/Figures that are being added are indicated with a border  around the graphic/figure.

Tables that are being deleted are indicated with an "X" over the Tables.

Tables that are being added are indicated with a thick border  around the Tables.

Section 1. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-20.40.150 Temporary Use Permits, subsection D. Allowed Temporary Uses., paragraph 1. Concerts, Carnivals, Farmers Markets, Flea Markets, Vehicle Sales and Other Special Events., subparagraph e., as follows:

10-20.40.150 Temporary Use Permits

D. **Allowed Temporary Uses.** A temporary use permit shall be required for the following temporary activities. Other temporary or short-term activities that do not fall within the categories defined below shall comply with the planning permit requirements and development standards that otherwise apply to the property.

1. **Concerts, Carnivals, Farmers Markets, Flea Markets, Vehicle Sales and Other Special Events.**

e. All signs associated with these events shall be placed in compliance with the provisions of Section 10-50.100.090, ~~Temporary~~ **Portable** Signs

Section 2. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-20.40.150 Temporary Use Permits, subsection D. Allowed Temporary Uses., paragraph 3. Food Vendors., subparagraph e., as follows:

10-20.40.150 Temporary Use Permits

D. **Allowed Temporary Uses.** A temporary use permit shall be required for the following temporary activities. Other temporary or short-term activities that do not fall within the categories defined below shall comply with the planning permit requirements and development standards that otherwise apply to the property.

3. **Food Vendors.**

e. All signs associated with these events shall be placed in compliance with the provisions of Section 10-50.100.090, ~~Temporary~~ **Portable** Signs.

Section 3. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-20.40.150 Temporary Use Permits, D. Allowed Temporary Uses., 4. Merchandise and Service Vendors., subsection e., as follows:

10-20.40.150 Temporary Use Permits

D. **Allowed Temporary Uses.** A temporary use permit shall be required for the following temporary activities. Other temporary or short-term activities that do not fall within the categories defined below shall comply with the planning permit requirements and development standards that otherwise apply to the property.

4. **Merchandise and Service Vendors.**

e. All signs associated with these events shall be placed in compliance with the provisions of Section 10-50.100.090, ~~Temporary~~ **Portable** Signs.

Section 4. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.30.050 Industrial Zones, by deleting subsection B. Industrial Zones – Allowed Uses and the associated table of land uses, as adopted in Ordinance O2011-20 and Resolution R2011-35, in entirety, as follows:

~~**B. Industrial Zones – Allowed Uses**~~

Land Use[1]	Specific Use Regulations	Residential Zones						
		RR	ER	R1	R1N	MR	HR	MH
Ranching, Forestry and Animal Keeping								
Animal Keeping		----------See Section 10-40.30.070----------						
Ranching		P	--	--	--	--	--	--
Recreation, Education and Assembly								
Commercial Campgrounds	10-40.60.130	UP	--	--	--	--	--	--
Golf Courses and Facilities		UP	UP	UP	--	--	--	--
Equestrian Recreational Facilities		UP	UP	UP	--	--	--	--
Libraries, Museums		UP	UP	UP	UP	UP	UP	UP
Meeting Facilities, Public and Private	10-40.60.230							
Regional		--	--	--	--	--	--	--
Neighborhood		P/UP[2]	P/UP[2]	P/UP[2]	P/UP[2]	P/UP[2]	P/UP[2]	P/UP[2]
Outdoor Public Uses, General		P	P	P	--	P	P	P
Places of Worship		P/UP[6]	P/UP[6]	P/UP[6]	P/UP[6]	P/UP[6]	P/UP[6]	P/UP[6]
Schools – Public and Charter		P[3]	P[3]	P[3]	P[3]	P	P	P[3]
Schools – Private		P	P	P	P	P	P	P
Trade Schools		--	--	--	--	--	--	--
Residential								
Accessory Building and Structures	10-40.60.020	P	P	P	P	P	P	P

Land Use[1]	Specific Use Regulations	Residential Zones						
		RR	ER	R1	R1N	MR	HR	MH
Accessory Dwelling Units	10-40.60.030	P	P	P	P	P	P	P
Cohousing	10-40.60.120	P	P	P	--	P	P	--
Congregate Care Facilities		UP	UP	UP	UP	P	P	UP
Day Care, Centers	10-40.60.150.B	UP	UP	UP	UP	UP	UP	UP
Day Care, Home	10-40.60.150.A	P	P	P	P	P	P	P
Dwelling: Cluster	10-40.60.170	P	P	--	--	--	--	--
Dwelling: Multiple-Family		P[4]	P[4]	P[4]	--	P	P	--
Dwelling: Secondary Single-family		--	--	--	P	P	P	--
Dwelling: Single-family		P	P	P	P	P[4,5]	P[4,5]	P
Dwelling: Two-family		P	P[4]	P[4]	P	P	P	P
Group Home		P	P	P	P	P	P	P
Home Occupation	10-40.60.180	P	P	P	P	P	P	P
Institutional Residential								
Convents or Monasteries		P	P	P	--	P	P	P
Custodial Care Facilities		UP	UP	UP	UP	UP	UP	UP
Homeless Shelters	10-40.60.190							
Emergency Shelters		UP	UP	UP	UP	UP	UP	UP
Short Term Housing		UP	UP	UP	UP	UP	UP	UP
Transitional Housing		UP	UP	UP	UP	UP	UP	UP
Sheltered Care Homes		UP	UP	UP	UP	UP	UP	UP
Nursing Homes		--	UP	UP	UP	UP	UP	UP
Live/Work	10-40.60.200	--	--	--	--	UP[4]	UP[4]	--
Manufactured Home	10-40.60.210	--	--	--	--	--	--	P

Land Use[1]	Specific Use Regulations	Residential Zones						
		RR	ER	R1	R1N	MR	HR	MH
Manufactured Home Park	10-40.60.210.D	--	--	--	--	--	--	P
Manufactured Home Subdivision	10-40.60.210.C	--	--	--	--	--	--	P
Mobile Home		--	--	--	--	--	--	P
Planned Residential Development	10-40.60.280	P	P	P	P	P	P	--
Rooming and Boarding Facilities		--	UP	--	--	UP	UP	UP
Retail Trade								
Neighborhood Market								
≤ 1,500 sf		--	--	UP	--	--	--	UP
≤ 2,500 sf		--	--	--	--	UP	--	--
≤ 5,000 sf		--	--	--	--	--	UP	--
Offices		--	--	--	--	--	UP	--
Services								
Bed and Breakfast Establishments	10-40.60.110	P	P	P	P	P	P	P
Cemeteries		UP	UP	UP	--	UP	UP	UP
Hospitals		UP	UP	UP	UP	UP	UP	UP
Public Services								
Public Services Minor		P	P	P	P	P	P	P
Emergency Services		UP	UP	UP	UP	UP	UP	UP
Telecommunications Facilities								
AM Broadcasting Facilities	10-40.60.310	UP	UP	UP	UP	UP	UP	UP
Antenna-supporting Structure	10-40.60.310	UP	UP	UP	UP	UP	UP	UP
Attached Telecommunication Facilities	10-40.60.310	P	P	P	P	P	P	P
Colocation Facility	10-40.60.310	P	P	P	UP	P	P	P

Land Use[1]	Specific Use Regulations	Residential Zones						
		RR	ER	R1	R1N	MR	HR	MH
FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.310	UP	UP	UP	UP	UP	UP	UP
Stealth Telecommunication Facilities	10-40.60.310	P	P	P	P	P	P	P
Transportation and Infrastructure								
Accessory Wind Energy Systems	10-40.60.040	P	P	P	--	P	P	P
Urban Agriculture								
Community Garden	10-40.60.140	P	P	P	P	P	P	P
Nurseries		UP	--	--	--	--	--	--

End Notes

[1] A definition of each listed use type is in Chapter 10-80, Definitions.

[2] A conditional use permit is required if liquor is sold or if facilities exceed 250 seats.

[3] Charter schools proposed in existing single-family residences shall be located on residential lots one acre or greater.

[4] Permitted as Planned Residential Development (see Section 10-40.60.270, Planned Residential Development).

[5] Existing single-family uses and lots recorded in MR and HR, prior to the effective date of this Zoning Code, are considered legal, conforming uses.

Key

P	Permitted Use
UP	Conditional Use Permit Required
--	Use Not Allowed

Section 5. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.30.050 Industrial Zones, by adopting subsection B. Industrial Zones – Allowed Uses, and Table 10-40.30.050.B.1. Industrial Zones – Allowed Uses, as follows – including the addition of grid lines and shading:

10-40.30.050 Industrial Zones – Allowed Uses

B. Industrial Zones – Allowed Uses. The allowed land uses of each of the Industrial zones are shown in Table 10-40.30.050.B

Table 10-40.30.050.B.
Industrial Zones – Allowed Uses

Land Use[1]	Specific Use Regulations	Industrial Zones				
		RD	LI	LI-O	HI	HI-O
Industrial, Manufacturing, Processing and Wholesaling						
Business Parks		P	P	P	--	--
Composting Facility		--	P[3]	P[3]	P[3]	P[3]
Construction Storage/Supply Yards		--	P[2]	P[2]	P	P
Equipment Rental Yard – Heavy		--	P	P	--	--
Flammable Liquid, Gas, and Bulk Fuel – Storage and Sales		--	P	P	P	P
Freight or Trucking Facility		P[3]	P	P	P	P
Industrial, Heavy – General		--	UP	--	P	P
Industrial, Light – General		--	P	P	P	P
Junk Yard		--	--	--	P	P
Manufacturing/Processing – Heavy		--	--	--	P	P
Manufacturing/Processing – Light		P	P	P	P	P
Manufacturing/Processing – Previously Prepared Materials		UP	P	P	P	P
Micro-brewery or Micro-distillery	10-40.60.240	--	P/UP[8]	P	--	--
Mini-Storage Warehousing	10-40.60.250	--	P	P	P	P
Quarrying Operations	10-40.60.290	--	--	--	UP	UP

Table 10-40.30.050.B. Industrial Zones – Allowed Uses						
Land Use[1]	Specific Use Regulations	Industrial Zones				
		RD	LI	LI-O	HI	HI-O
Railroad Shops and Similar Heavy Service Facilities		--	UP	UP	P	P
Research and Development	10-40.60.300	P	P	P	--	--
Transportation Yards		--	P	P	P	P
Warehousing	10-40.60.330	--	P	P	P	P
Wholesaling and Distribution		--	P	P	P	P
Ranching, Forestry and Animal Keeping						
Livestock Auction, Feed Yards, and Sales		--	--	--	P	P
Recreation, Education and Assembly						
Indoor Commercial Recreation		--	--	UP[7]	--	--
Outdoor Public Uses, General		UP	--	UP	--	UP
Places of Worship		P/UP[9]	P/UP[9]	P/UP[9]	P/UP[9]	P/UP[9]
Schools – Public and Charter		P	P	P	P	P
Schools – Private		UP	--	--	--	--
Seasonal Amusement/Entertainment and Sales, Indoor	10-40.60.305	--	UP	--	--	--
Trade Schools		UP	P	P	P	P
Residential						
Accessory Building and Structures	10-40.60.020	P	P	P	P	P
Day Care, Centers	10-40.60.150.A	P	P[4,5]	P[4,5]	P[4,5]	P[4,5]
Institutional Residential						
Custodial Care Facilities	--	UP	UP	UP	UP	
Homeless Shelters	10-40.60.190					
Emergency Shelters		--	P[6]	P[6]	P[6]	P[6]
Short Term Housing		--	P[6]	P[6]	UP[6]	UP[6]
Transitional Housing		P	P	P	UP	UP
Sheltered Care Homes		--	UP	UP	UP	UP

Table 10-40.30.050.B. Industrial Zones – Allowed Uses						
Land Use[1]	Specific Use Regulations	Industrial Zones				
		RD	LI	LI-O	HI	HI-O
Nursing Homes		--	UP	--	UP	--
Live/Work	10-40.60.200	P	P	P[7]	--	--
Residence for Owner, Caretaker, or Manager		P	P	P	P	P
Residential Uses Above First Floor		UP	--	--	--	--
Retail Trade						
Drive-through Retail	10-40.60.160	P[4]	--	P[7]	--	--
General Retail Business		P[4]	UP	P[7]	UP	UP[7]
Heavy Retail/Service		--	--	P[7]	--	UP[7]
Restaurant or Cafe		P[4]	UP	P[7]	--	UP[7]
Services						
Adult Entertainment	10-40.60.050	P	P	P[7]	P	P[7]
Crematorium		--	P	P[7]	P	P[7]
General Services		P[4]	UP	UP[7]	--	--
Hospital		UP	UP	UP[7]	UP	UP
Kennel, Animal Boarding		UP	UP	UP[7]	UP	UP[7]
Travel Accommodations		P[4]	--	UP[7]	--	--
Medical Marijuana Off-Site Cultivation Location		--	P	P[7]	P	P[7]
Office		P	UP	UP[7]	--	UP[7]
Public Services						
Public Services Major		UP	P	P	P	P
Public Services Minor		P	P	P	P	P
Emergency Services		UP	UP	UP	UP	UP
Veterinary Hospitals		--	P	P	P	P
Veterinary Clinics		UP	P	P	P	P
Telecommunication Facilities						
AM Broadcasting Facilities	10-40.60.310	UP	UP	UP	UP	UP

Table 10-40.30.050.B.
Industrial Zones – Allowed Uses

Land Use[1]	Specific Use Regulations	Industrial Zones				
		RD	LI	LI-O	HI	HI-O
Antenna-Supporting Structure	10-40.60.310	UP	UP	UP	UP	UP
Attached Telecommunication Facilities	10-40.60.310	P	P	P	P	P
Collocation Facility	10-40.60.310	P	P	P	P	P
FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.310	P	P	P	P	P
Stealth Telecommunication Facilities	10-40.60.310	P	P	P	P	P
Transportation and Infrastructure						
Accessory Wind Energy Systems	10-40.60.040	P	P	P	P	P
Passenger Transportation Facilities		P	P	P	--	--
Urban Agriculture						
Food Production		--	P	P	--	--
Nurseries		--	P	P	P	P
Vehicle Sales and Services						
Automobile/Vehicle Repair Garages – Major	10-40.60.100	--	P	P	P	P

End Notes

1. A definition of each listed use type is in Chapter 10-80, Definitions.
2. Outdoor storage shall be screened. See Division 10-50.50, Fences and Screening, for fencing and screening requirements.
3. Not allowed within one-quarter mile of an existing residential use.
4. Limited to 10 percent of a primary use.
5. Solely for use by employees of the permitted use.
6. Conditional use permit is required if distance between shelter facilities is less than 1/4 mile.
7. Allowed use with applied FAR standards (see Table 10-40.30.050.C.).
8. Conditional use permit is required if a taproom is associated with the micro-brewery or micro-distillery.

Table 10-40.30.050.B. Industrial Zones – Allowed Uses						
Land Use[1]	Specific Use Regulations	Industrial Zones				
		RD	LI	LI-O	HI	HI-O
9. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.						
Key						
P = Permitted Use						
UP = Conditional Use – Requires the Approval of a Conditional Use Permit						
- - = Use Not Allowed						

Section 6. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.30.050 Industrial Zones, by deleting subsection 10-40.30.050 C. Residential Zones – Building Form Standards and the associated table, as adopted in Ordinance O2011-20 and Resolution R2011-35, in its entirety, as follows:

~~**C. Residential Zones – Building Form Standards**~~

	RR	ER	R1	R1N	MR	HR	MH
Building Placement Requirements							
Setback							
Front (min.)							
2nd Floor and Below	75'	50'	15'	15'	10'	10'	15'
Above 2nd Floor	75'	50'	15'	15'	15'	15'	15'
For Parking	--	--	25'[1]	--	--	--	--
Side (min.)							
Interior Lots	10'	20' min./45' total	8'	6'	5'	5'	8'
Corner Lots (interior)	10'	20' min./45' total	8'	6'	5'	5'	12'
Corner Lots (exterior)	25'	20'	20'[2]	6'	5'	5'	12'
Rear (min.)	10'	60'	25'[3]	15'	15'[4]	15'[4]	10'
Building Form Requirements							

	RR	ER	R1	R1N	MR	HR	MH
Building Height (max.)	35'	35'	35'	35'	35'	60'[5]	30'
Coverage (max.)	20%	17%	35%	35%	40%	50%	43%
Density Requirements See Division 10-30.20, Affordable Housing Incentives							
Density: Gross (units/acre)							
Min.	--	--	2	2	6	10	--
Max. Outside the RPO	1	1	6	14	14	29[6]	11
Max. Within the RPO	1	1	5	--	9	22	4
Lot Requirements							
Area							
Gross (min.)	1 ac[7]	1 ac	6,000 sf	6,000 sf	6,000 sf	6,000 sf	5 ac
Per Unit (min.)	1 ac[7]	1 ac	6,000 sf	3,000 sf	Endnote [6]	Endnote [6]	4,000 sf
Width							
Interior Lots (min.)	100'[8]	140'[9]	60'[9,10]	50'	50'[9,10]	50'[9,11]	--
Corner Lots (min.)	100'[8]	140'[9]	60'[9,10]	50'	50'[9,10]	50'[9,11]	--
Depth (min.)	200'[8]	--	100'[9]	100'	100'[9]	75'[9,11]	--
Other Requirements							
Open Space (% of Gross Lot Area)	--	--	--	--	See Table 10-40.30.030.A		
Fences and Screening	See Division 10-50.50						
Landscaping	See Division 10-50.60						
Lighting	See Division 10-50.70						
Parking	See Division 10-50.80						
Signs	See Division 10-50.100						
End Notes							
[1] 10' for side entrance garages, where the garage is designed as an integral element of the primary dwelling (i.e., doors and windows are consistent with the overall architectural character).							
[2] 15' on existing lots with less than 8,000 sf or less than 65' in width.							

RR	ER	R1	R1N	MR	HR	MH
[3] One or two story residential buildings and decks attached to those buildings may be built to 15' from the rear property line; provided, that any portion of the structure located closer than 25' to the rear property line does not exceed 50% of the lot width.						
[4] May be reduced for zones not subject to the Resource Protection Overlay when a minimum of 350 sf of open yard area per unit is provided, see Section 10-40.30.030(H).						
[5] Building height can be exceeded with approval of a Conditional Use Permit.						
[6] The maximum number of units for each lot is based on the following:						
Area of Lot			Required Lot Area Per Dwelling Units			
5,000 to 14,000 square feet			2,500 square feet			
14,001 to 24,000 square feet			2,000 square feet			
24,001 square feet and over			1,500 square feet			
Key						
-- Not Applicable						

Section 7. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.30.050 Industrial Zones, by adopting subsection C. Industrial Zones – Building Form and Property Development Standards., and Table 10-40.30.050.C. Industrial Zones – Building Form and Property Development Standards., as follows:

C. Industrial Zones – Building Form and Property Development Standards. The building form and property development standards shown in Table 10-40.30.050.C. shall apply to all property with the corresponding industrial zones.

Table 10-40.30.050.C. Industrial Zones – Building Form and Property Development Standards.				
		Industrial Zones		
		RD	LI/LI-O	HI/HI-O
Building Placement Requirements				
Setback				
Front (min.)		25'[1]	25'[1]	25'
Side				
	Adjacent to Residential (min.)	15'	15'	15'
	Street Side Lot Line (min.)	15'	15'	15'
	All Other (min.)	0'	0'	0'
Rear				
	Adjacent to Residential (min.)	15'	15'	15'
	All Other (min.)	10'	0'	0'
Building Form Requirements				
Building Height (max.)		60'[2]	60'[2]	60'[2]
Coverage (max.)		25%	--	--
Gross FAR (max. area of all uses on a property)		0.50	1.50[3]	2.50[3]
	Indoor Commercial Recreation (max. FAR area)[4, 5]	- -	0.30	- -
	Heavy Retail/Service (max. FAR area)[4, 5]	- -	0.30	0.30
	Office/Lodging (max. FAR area)[4, 5]	---------- 0.38 ----------		
	All other commercial uses that are allowed in a corresponding industrial zone with a FAR limitation. (max. FAR area)[4, 5]	- -	0.25	- -
	Live/Work (max. FAR area)[4, 5]	End Note 6	End Note 6	--
Lot Requirements				
Area (min.)		20,000 sf	20,000 sf	20,000 sf
Width (min.)		75'	100'	100'
Depth (min.)		--	150'	150'
Other Requirements				
Fences and Screening		See Division 10-50.50		
Landscaping		See Division 10-50.60		
Lighting		See Division 10-50.70		

Table 10-40.30.050.C. Industrial Zones – Building Form and Property Development Standards.			
	Industrial Zones		
	RD	LI/LI-O	HI/HI-O
Parking	See Division 10-50.80		
Signs	See Division 10-50.100		
End Notes			
1. Front setbacks along streets other than public arterial or collector streets shall use street side lot line setback standard. This includes buildings fronting private streets and shared driveways between parcels.			
2. A conditional use permit shall be required for structures over 60 feet in height.			
3. Retail use allowed in these industrial zones are subject to the additional FAR standards. See Section 10-40.30.050(F), Miscellaneous Requirements – LI-O and HI-O Zones).			
4. Where a development includes more than one commercial use, the total commercial floor area shall not exceed the greater of the maximum FAR areas allowed. The maximum FAR of the commercial uses allowed are not cumulative. An individual use that has a maximum FAR restriction shall not exceed the FAR allowed for the use. Example. A development is proposed with two commercial uses, the first use (Services) has a maximum FAR restriction of 0.30 and the second use (Office) has maximum FAR restriction of 0.38. The total maximum FAR for all commercial use in the development is 0.38 since it is the greater of the two commercial use. If Service uses of the development is to have a FAR of 0.30, then the remainder 0.08 FAR may be used for the Office use. The total maximum FAR of both uses shall not exceed 0.38, and the Serivce use shall not exceed 0.30 since it is restricted to an FAR of 0.30.			
5. The allowed commercial uses in the industrial zone that have a limitation on the max. FAR are specified in Table 10-40.30.050.B.			
6. The total commercial floor area of a Live/Work development shall be limited to the corresponding commercial use and related Max. FAR specified for the property's corresponding zone.			
Key			
- - Not Applicable			

Section 8. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.30.050 Industrial Zones, by deleting subsection F. Miscellaneous Requirements – LI-O and HI-O Zones., and the association tables, as follows:

10-40.30.050 Industrial Zones

~~**F. Miscellaneous Requirements – LI-O and HI-O Zones. Allowed uses found in Table 10-40.30.050.B are required to meet the following FAR standards:**~~

Area of Lot	Max. Gross FAR
Retail	0.25
Office/Lodging	0.38
Heavy Retail/Service	0.30
General Services	0.25

Section 9. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.30.070 Sustainability Features of All Non–Transect Zones, subsection A. Intent., and the association tables, including adding grid lines, as follows:

10-40.30.070 Sustainability Features of All Non–Transect Zones

A. **Intent.** The **following** sustainability features **shown on Table 10-40.30.070.A.1. and Table 10-40.30.070.A.2. are allowed in the specified zone(s), and** are intended to be applied where feasible for the purpose of encouraging and directing development in the City in a sustainable manner.

Table 10-40.30.070.A.1. Sustainability Features					
Sustainability Features [1, 2]	**Zones that the Sustainability Features are Allowed**				
	RR/ER/RI/RIN	**MR/HR**	**MH**	**SC/CC/HC**	**CS/CB**
Storm Water Features					
Bioretention Facility	--	A	--	A	A
Disconnected Downspouts	A	A	A	A	A
Flow Through and Infiltration Planters	A	A	A	A	A

Table 10-40.30.070.A.1. Sustainability Features					
Sustainability Features [1, 2]	**Zones that the Sustainability Features are Allowed**				
	RR/ER/RI/RIN	**MR/HR**	**MH**	**SC/CC/HC**	**CS/CB**
Infiltration Trench	A	A	A	A	--
Level Spreader	A	A	A	A	A
Porous Paving	A	A	A	A	A
Rain Garden	A	A	A	A	--
Riffle Pools	A	A	A	A	--
Swale	**A**	**A**	**A**	**A**	**A**
Biofiltration	A	--	A	A	--
Vegetated/Rock	A	A	A	A	--
Urban Channel	--	--	--	A	A
Vegetated Roof	A	A	A	A	A
Water Conservation					
Cisterns	A	A	A	A	A
Greywater – Simple	A	A	A	A	A
Rain Barrels	A	A	A	A	A
Energy Features					
Accessory Wind Energy System	A	A	A	A	A
Wind Energy Production Facility	--	--	--	--	--
Alternative Paving	--	A	--	A	A
Biomass	A	--	A	--	--
Geothermal Energy	A	A	A	A	A
Solar					
Farm	--	--	--	--	--
Parking Lot Lighting	A	A	A	A	A
Roof Paneling	A	A	A	A	A
Water Heaters	A	A	A	A	A
End Notes					
[1] Additional standards for each sustainability feature apply. See *City Stormwater Regulations and LID Manual.*					

Table 10-40.30.070.A.1. Sustainability Features					
Sustainability Features [1, 2]	**Zones that the Sustainability Features are Allowed**				
	RR/ER/RI/RIN	**MR/HR**	**MH**	**SC/CC/HC**	**CS/CB**
[2] Sustainable features marked as "Not Allowed" may be approved by the Director and Stormwater Manager if it can be demonstrated that the proposed sustainable feature can be installed with the intent and character of the non-transect zone.					
Key					
A	Allowed	--	Not Allowed		

Table 10-40.30.070.A.2. Sustainability Features					
Sustainability Features[1, 2]	**Zones that the Sustainability Features are Allowed**				
	RD	**LI/LI-O**	**HI/HI-O**	**PF**	**PLF/POS**
Storm Water Features					
Bioretention Facility	A	A	A	A	--
Disconnected Downspouts	A	A	A	A	--
Flow Through and Infiltration Planters	A	A	A	A	--
Infiltration Trench	A	A	A	A	A
Level Spreader	A	A	A	A	A
Porous Paving	A	A	A	A	--
Rain Garden	A	A	A	A	**A**
Riffle Pools	A	A	A	A	**A**
Swale					
Biofiltration	A	A	A	A	A
Vegetated/Rock	A	A	A	A	A
Urban Channel	A	A	A	A	--
Vegetated Roof	A	A	A	A	A
Water Conservation					
Cisterns	A	A	A	A	--
Greywater – Simple	--	--	--	A	--
Rain Barrels	A	A	A	A	A
Energy Features					

Table 10-40.30.070.A.2. Sustainability Features					
Sustainability Features[1, 2]	**Zones that the Sustainability Features are Allowed**				
	RD	**LI/LI-O**	**HI/HI-O**	**PF**	**PLF/POS**
Accessory Wind Energy System	A	A	A	A	A/--
Wind Energy Production Facility	--	--	--	--	A/--
Alternative Paving	A	A	A	A	--
Biomass	--	A	A	A	--
Geothermal Energy	A	A	A	A	--
Solar					
Farm	--	A	A	A	--
Parking Lot Lighting	A	A	A	A	--
Roof Paneling	A	A	A	A	A
Water Heaters	A	A	A	A	A
End Notes					
[1] Additional standards for each sustainability feature apply. See *City Stormwater Regulations and LID Manual.*					
[2] Sustainable features marked as "Not Allowed" may be approved by the Director and Stormwater Manager if it can be demonstrated that the proposed sustainable feature can be installed with the intent and character of the non-transect zone.					
Key					
A Allowed -- Not Allowed					

Section 10. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.40.030 T1 Natural (T1) Standards, subsection C. Sustainable Features, Energy Features, to add Wind Energy Production Facility as an allowed use, as follows:

10-40.40.030 T1 Natural (T1) Standards.

C. Sustainable Features	
Energy Features	
Wind Energy Production Facility	**A**

Section 11. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.40.050 T3 Neighborhood I (T3N.1) Standards, subsection H. Allowed Uses, Residential, pertaining to Dormitories and Fraternities/Sororities as a Conditional Use (UP), as follows:

10-40.40.050 T3 Neighborhood I (T3N.1) Standards

H. Allowed Uses		
Land Use[1]	**Specific Use Regulations**	**T3N.1**
Residential		
Dormitories and Fraternities/Sororities		**UP**

Section 12. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.40.060 T3 Neighborhood 2 (T3N.2) Standards, subsection H. Allowed Uses, Residential, pertaining to Dormitories and Fraternities/Sororities as a Conditional Use (UP), as follows:

10-40.40.060 T3 Neighborhood 2 (T3N.2) Standards

H. Allowed Uses		
Land Use[1]	**Specific Use Regulations**	**T3N.2**
Residential		
Dormitories and Fraternities/Sororities		**UP**

Section 13. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.40.100 T6 Downtown (T6) Standards, subsection H. Allowed Uses, Residential, to add Specific Use Regulations cross reference section number for Homeless Shelter, as follows:

10-40.40.100 T6 Downtown (T6) Standards

H. Allowed Uses		
Land Use[1]	**Specific Use Regulations**	**T6**
Residential		
Homeless Shelter	**10-40.60.190**	UP

Section 14. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.40.100 T6 Downtown (T6) Standards, subsection H. Allowed Uses, Services, to add the land use, Bed and Breakfast as an Allowed Use, Cemeteries as a Conditional Use (UP), and Crematorium as a Conditional Use (UP), to the list of land uses in alphabetical order, as follows:

10-40.40.100 T6 Downtown (T6) Standards

H. Allowed Uses		
Land Use[1]	**Specific Use Regulations**	**T6**
Services		
Bed and Breakfast	**10-40.60.110**	**P**

Section 15. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.60.280 Planned Residential Development, subsection B. Building Types for Planned Residential Development., paragraph 3. Determination of Building Types., subparagraph a., as follows:

10-40.60.280 Planned Residential Development

B. **Building Types for Planned Residential Development.**

3. **Determination of Building Types.**

a. The building types that may be utilized in the non-transect zones as a planned residential development are **identified in Table 10-40.60.280.A, and described** ~~**established**~~ in Division 10-50.110, Specific to Building Types.

Section 16. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.60.310 Telecommunication Facilities, subsection C. General Requirements for Telecommunications Facilities., Paragraph 1. Building Code and Safety Standards., as follows:

10-40.60.310 Telecommunication Facilities

C. **General Requirements for Telecommunications Facilities.** The requirements set forth in this subsection shall govern the location, construction, and operation of all telecommunications facilities governed by this section.

1. **Building Code and Safety Standards.** Telecommunications facilities shall be maintained in compliance with applicable building and technical codes, including the **most recent revision to the ANSI/TIA-222** ~~**EIA/TIA-222-F**~~ Standards~~, as~~ published by the ~~**Electronic**~~ **Telecommunications** Industries Association**, as** ~~**and**~~

amended ~~from time to time~~. Structural integrity shall be ensured through the approval of the applicable building permit.

Section 17. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, to add section 10-40.60.305: Seasonal Amusement, Entertainment and Sales, Indoor., as follows:

10-40.60.305: Seasonal Amusement, Entertainment and Sales, Indoor.

A. Applicability. The following apply to all Seasonal Amusement, Entertainment and Sales, Indoor, in the Light Industrial (LI) Zone.

B. Access. To avoid conflict between passenger vehicles, large trucks and pedestrians, (public) access to the building area of the use, or any portion thereof, by employees, licensees and invitees of the use shall not be located on the same façade or side of the building that has loading bays, service areas or truck yard facilities.

C. Parking.

1. Minimum Number. The minimum of number of parking spaces required is 1 space per 4 persons based on maximum person capacity of the tenant area, or the number specified in a parking demand study approved by the Planning Director.

2. Minimum Customer Parking. A minimum of 60 percent of the required parking, or the number specified in the parking demand study approved by the Planning Director, shall be provided as customer parking.

a. Customer parking for the use shall be:

(1) clustered together, and located nearest to the uses primary public entry/exit;

(2) shall not be located on side of the building that has loading bays, service areas or truck yard facilities; and

(3) signed and exclusively reserved for uses customers during use's event hours of operation.

b. The property owner shall submit and obtain approval from the Planning Director of a pedestrian circulation, signage and traffic control plan. The plan shall identify the pedestrian route from the customer parking to the primary public entry and exit. Also, the plan shall include signage and marking in accordance with the following:

(1) When a pedestrian route from the customer parking to the primary public entry and exit crossing primary drive aisle that serve the remainder of the development, the pedestrian route shall include signage and markings to notify the pedestrian of potential vehicle traffic and hazards. In addition, a pedestrian route across a drive aisle, at a

minimum shall be signed and marked in accordance with the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD) for crosswalks. Additional signage and markings shall be provided to visually communicate to vehicle traffic that pedestrians may be present.

D. Temporary Nature. A Seasonal Amusement/Entertainment and Sales, Indoor use event, including public or private event functions, shall limited a total of 98 days in any one calendar year, and no more than 98 consecutive days. The said timeframes do not include setup, training, breakdown and closing activities before and after the event.

E. Compatibility with Existing Uses: In addition to the criteria of Section 10-20.40.050.E. in order to approve a Conditional Use Permit for the Seasonal Amusement, Entertainment and Sales, Indoor use, the Planning and Zoning Commission shall find:

1. There are no anticipated health, safety, or welfare conflicts between the propose use and the functions of the existing uses on the property, or the existing use on the adjacent properties; and

2. There are no anticipated health, safety, welfare or undue risk to the use's customers arising from the proximity to the existing use on the property and on adjacent properties.

Section 18. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.60.310 Telecommunication Facilities, subsection G. Removal of Telecommunications Facilities., Paragraph 1., as follows:

10-40.60.310 Telecommunication Facilities

G. **Removal of Telecommunications Facilities.**

1. All telecommunications facilities shall be maintained in compliance with the standards contained in applicable building and technical codes, including the **most recent revision to the ANSI/TIA-222** ~~**EIA/TIA 222-F**~~ Standards~~**, as**~~ published by the ~~**Electronic**~~ **Telecommunications** Industries Association**, as** ~~**and**~~ amended ~~**from time to time**~~, so as to ensure the structural integrity of such facilities.

Section 19. Amend Title 10 FLAGSTAFF ZONING CODE, the title of Section 10-50.50.040 General Fencing and Screening Standards, subsection I. Horse Fencing., as follows:

10-50.50.040 General Fencing and Screening Standards

I. ~~**Horse**~~ **Corral Fencing.**

Section 20. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-50.100.060 Permanent Signs, subsection E. Signs for All Nonresidential Uses in All Zones., Paragraph 4. Standards for Specific Sign Types., subparagraph b., list (7) Freestanding Signs., sub-list (b), as follows:

10-50.100.060 Permanent Signs

E. **Signs for All Nonresidential Uses in All Zones.**

4. **Standards for Specific Sign Types.**

b. The following sign types are permitted, subject to the criteria listed under each sign type.

(7) **Freestanding Signs.**

(b) Sign types are classified as "Type A" and "Type B" based on street designations established and mapped in the General Plan ~~**(See Appendix 8 (List of Major Arterial Streets)**~~. These classifications are used to determine the number of signs allowed on a development site and their permitted size and height. Type A signs are allowed on street frontages longer than 100 feet on major arterials, while Type B signs are allowed on street frontages less than 100 feet on minor arterials or smaller street types.

Section 21. Amend Title 10 FLAGSTAFF ZONING CODE, a cross-reference scrivener's error in Section 10-50.100.100 Sign Districts of Special Designation, subsection A. Flagstaff Central District., paragraph 2. Applicability., subparagraph (a), as follows:

10-50.100.100 Sign Districts of Special Designation

A. **Flagstaff Central District.**

2. **Applicability.**

a. The Flagstaff Central District is bounded by Columbus Avenue/Switzer Canyon Drive to the north, Butler Avenue to the south, Park Street to the west, and Elden Street to the east. The Flagstaff Central District is mapped ~~**on Map 10-90.40.040, Flagstaff Central District, in Division 10-90.40, Overlay Maps.**~~ **in Division 10-90.30: Overlay Maps, Section 10-90.30.040 Flagstaff Central District Map.**

Section 22. Amend Title 10 FLAGSTAFF ZONING CODE, in Section 10-50.110.080 Bungalow Court, in subsection H. Building Size and Massing, under the subheading of Miscellaneous, for the Height provision, as follows:

Section 10-50.110.080 Bungalow Court

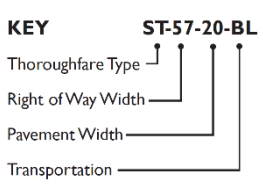
H. Building Size and Massing	
Miscellaneous	
Height	2 stories max.
	See transect zone in which the building is proposed.

Section 23. Adopt Title 10 FLAGSTAFF ZONING CODE, Section 10-60.10.090 Thoroughfare Assemblies, in numerical order, as follows:

10-60.10.090 Thoroughfare Assemblies.

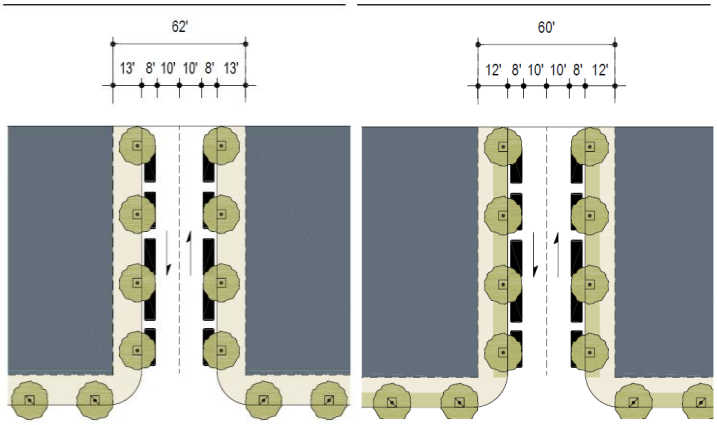
A. This section provides an example of thoroughfare assemblies that have been approved by the City for use in transect zones that are derived from the standards and specifications in Table 10-60.10-090.A, Thoroughfare Assemblies. The Engineering Standards also provide additional detailed specifications for the design and construction of thoroughfares.

Table 10-60.10.090.A
Thoroughfare Assemblies



KEY	
Highway:	HW
Boulevard:	BV
Avenue:	AV

Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR



	CS-62-36	ST-60-36
Thoroughfare Type	Commercial Street	Street
Transect Zone Assignment	T5, T6	T3, T4
Right-of-Way Width	62'	60'
Pavement Width	36'	36'
Movement	Free Movement	Free Movement
Design Speed	25 MPH	25 MPH
Pedestrian Crossing Time	10.2 seconds	10.2 seconds
Traffic Lanes	2	2
Parking Lanes	Both sides @ 8', marked	Both Sides @ 8', marked
Curb Radius	10'	15'
Walkway Type	13' Sidewalk	5' – 7' Sidewalk
Planter Type	4'x4' Tree Well	5' – 7' Continuous Planter
Curb Type	Curb	Curb
Landscape Type	Trees at 30' o.c. Avg.	Trees at 30' o.c. Avg.

Transportation Provision	--	BR

Section 24. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-80.20.190 Definitions, "S", to add the term "Seasonal Amusement, Entertainment and Sales, Indoor", and "Sign, Fuel Pump" in alphabetical order, as follows:

10-80.20.190 Definitions, "S"

Seasonal Amusement, Entertainment and Sales, Indoor: is an indoor annual reoccurring seasonal commercial amusement, entertainment or festival event (e.g. art festivals/performances/workshops, Christmas fair, haunted house, or similar activity approved by the Zoning Administrator), including the seasonal sales of merchandise, that occurs only once in a calendar year for a specified timeframe, which is generally less than 4 months.

Sign, Fuel Pump: A sign mounted above, and integrated into the structure of, an operable fuel dispensing pump.

Section 25. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-80.20.200 Definitions, "T", to add the term "Travel Accommodation", as follows:

Travel Accommodations: is one or more structures, with or without related services and facilities, that are provided and offered to transient guests for stays of less than thirty (30) days. A travel accommodation may include accessory commercial uses, such as retail, restaurant, banquet space, event center or other similar use. Travel accommodation does not include bed and breakfast, short-term rental or vacation rental, and includes hostels, hotel, Inns, lodges/lodging, motels/motor or auto courts, resorts, time-shares, and similar uses as determined by the Zoning Administrator.

ORDINANCE NO. 2019-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE , TITLE 10, FLAGSTAFF ZONING CODE (ORDINANCE NO. 2011-20), CHAPTERS 10-20, 10-40, 10-50, 10-60, AND 10-80, AS PROVIDED IN THAT CERTAIN DOCUMENT ENTITLED "2019 ZONING CODE AMENDMENTS INDUSTRIAL ZONES AND MISCELLANEOUS REVISIONS (PZ-19-00087 AND PZ-19-00093)" DECLARED TO BE A PUBLIC RECORD BY RESOLUTION NO. 2019-31; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, The City of Flagstaff wishes to amend Title 10 of the Flagstaff City Code, Chapters 10-20, 10-40, 10-50, 10-60, and 10-80, to ensure, among other things, that known errors are corrected, ease of use through simplified standards, consistency in interpretation and application of standards and procedures, greater predictability in the application of the Zoning Code, and to add the use Seasonal Amusement/Entertainment and Sales, Indoor to the Light Industrial (LI) and related provisions; and

WHEREAS, the Mayor and Council have, by resolution prior to the adoption of this Ordinance, previously declared that certain document entitled "2019 Zoning Code Amendments Industrial Zones and Miscellaneous Revisions (PZ-19-00087 and PZ-19-00093)," ("Proposed Zoning Code Text Amendments") to be a public record by Resolution No. 2019-31 of the City of Flagstaff; and

WHEREAS, A citizen review session was held at the Planning Commission work session on May 22, 2019, to discuss the Proposed Zoning Code Text Amendments in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held a public meeting on June 12, 2019, and provided a recommendation to City Council on Proposed Zoning Code Text Amendments; and

WHEREAS, the Council has determined that the subject Proposed Zoning Code Text Amendments are in conformance with the General Plan, and the findings of Section 10-20.50.040 of the Flagstaff Zoning Code have been met; and

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; and

SECTION 2. That the Flagstaff Zoning Code is hereby amended as specified in that certain document entitled "2019 Zoning Code Amendments Industrial Zones and Miscellaneous Revisions (PZ-19-00087 and PZ-19-00093)," declared to be a public record by Resolution No. 2019-31 of the City of Flagstaff, and hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance; and

SECTION 3. 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; and

SECTION 4: Effective Date. This ordinance shall be 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

PLANNING AND DEVELOPMENT SERVICES REPORT
Zoning Code Text Amendment

PUBLIC HEARING
PZ-19-00087 and PZ-19-00093

DATE: June 04, 2019
MEETING DATE: June 12, 2019
REPORT BY: Dan Symer, AICP

6-5-2019

REQUEST:
For a Zoning Code Text Amendment: 1) (Case No.: PZ-19-00093) by the City of Flagstaff, to amend the Flagstaff Zoning Code (Ordinance No. 2011-20) for the purpose of correcting the adoption of the industrial zones, resolving conflicts, incorporating technical corrections and clarity, and adding to the definitions; and, 2) (Case No.: PZ-19-00087) by the property owner, Pacific Prime Properties, to amend the Flagstaff Zoning Code (Ordinance No. 2011-20) for the purpose of adding the Seasonal Amusement/Entertainment and Sales, Indoor land use as a Conditional Use Permit to the Light Industrial (LI) zone, and incorporating related provisions to the Specific to Uses section and definitions.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, find that the required findings of the Zoning Code have been met, and make a recommendation to the City Council for approval of the Zoning Code Text Amendment.

I. Project Introduction

A. Background

The Zoning Code was adopted by the City Council on November 1, 2011, to replace the former Land Development Code. Since its adoption, the code has been amended several times to address procedures, add clarity, resolve conflicts, address planning initiatives (accessory dwelling units), incorporate applicant's requests (West University Drive Entrance Sign District), and to address changes in state law and U.S. Supreme Court decisions (i.e. Reed vs the Town of Gilbert).

The proposed amendment contains two parts. The first part of the proposed amendment is the City's continued effort to resolve conflicts, make technical corrections, and incorporate clarity into the Zoning Code. The second part (Case No.: PZ-19-00082) is a proposed amendment by the property owner (Pacific Prime Properties) to amend the list of land uses for the Light Industrial (LI) zone to add the Seasonal Amusement/Entertainment and Sales, Indoor (SAESI) land use as an allowed use subject to the approval of a Conditional Use Permit.

B. Proposed Amendment

Part 1 – City's Proposed Amendments
Organized primarily by section number and topic, below is a summary of staff's proposed Zoning Code Text Amendment (Attachment 1 - excluding sections 17, 24, and the SAESI land use of Section 5). The most significant modification is the correction to the adoption of the Industrial Zones (10-40.30.050), including scrivener's and table errors pertaining to the allowed uses and the building form provisions. Even though the codified version of the zoning code includes the intended allowed uses and the building form provisions of the Industrial Zones, the City Council adopted ordinance and resolution (Ordinance No. O2011-20 and Resolution No. R2011-35) references the residential zone provisions in place of the industrial zone provisions. Incorporated into these changes is the land use term modification from "Lodging" to "Travel Accommodations". The purpose of this change is to utilize an industry and North American Industry Classification System (NAICS) term for the land use.

To clarify that the proposed land use of Travel Accommodations does not include short term rentals and vacation retails, staff has included the following definition into the proposed amendment:

> *Travel Accommodations: is a one or more structures, with or without related services and facilities, that is provided and offered to transient guests for stays of less than thirty (30) days. A travel accommodation may include*

accessory commercial uses, such as retail, restaurant, banquet space, event center or other similar use. Travel accommodation does not include bed and breakfast, short-term rental or vacation rental, and includes hostels, hotel, Inns, lodges/lodging, motels/motor or auto courts, resorts, time-shares, and similar uses as determined by the Zoning Administrator.

A vast majority of the remainder of the proposed modifications are intended to resolve discrepancies between the originally adopted ordinance, subsequent amendments and the codified version of the zoning code. In addition to these modifications, the proposed text amendment includes corrections to section cross references, technical modifications, and table formatting. Also, the amendment includes a term change from "horse fencing" to "corral fencing". The purpose of this modification is to eliminate the need for a decision/interpretation to allow fencing of this type for other animals that are kept in corrals of similar nature. Finally, a definition for a Fuel Pump Sign has been included. Currently, this sign type is not defined. The proposed definition, "A sign mounted above, and integrated into the structure of, an operable fuel dispensing pump." is to eliminate the need for an interpretation of the zoning code as it pertains to what a fuel pump sign is.

Part 1 – Summary of the Staff Revisions to Zoning Code

1. **Temporary Use Permits (Section 10-20.40.150.D):** Change the term Temporary Signs to Portable Signs.
2. **Industrial Zones – Allowed Uses (Section 10-40.30.050.B):** Delete and adopt the list of land uses allowed in the Industrial Zones to correct the adoption, scrivener's and table errors in Ordinance No. O2011-20 and Resolution No. R2011-35. In addition, the land use term Lodging has been changed to Travel Accommodations.
3. **Industrial Zones – Building Form Standards (Section 10-40.30.050.C):** Delete and adopt the building form standards of the Industrial Zones to correct the adoption, scrivener's and table errors in Ordinance No. O2011-20 and Resolution No. R2011-35.
4. **Sustainability Features of All Non–Transect Zones (Section 10-40.30.070.A):** Incorporate technical corrections to the Sustainability Features table.
5. **T1 Natural (T1) Standards (Section 10-40.40.030):** Add Wind Energy Production Facility as an allowed sustainable feature.
6. **T3 Neighborhood I (T3N.1) Standards, and T3 Neighborhood 2 (T3N.2) (Sections 10-40.40.050, and 10-40.40.060):** Correct the Dormitories and Fraternities/Sororities Land use in the Allowed Uses to require a Conditional Use Permit.
7. **T6 Downtown (T6) (Section 10-40.40.100)** add Bed and Breakfast as a permitted use
8. **Thoroughfare Assemblies (Section 10-60.10.090):** Add the provisions of thoroughfare assemblies into this section.
9. **Additional Technical and Term (Sections 10-40.30.050, 10-40.40.100, 10-40.60.280, 10-40.60.310, 10-50.50.040, 10-50.100.060, 10-50.100.100, 10-50.110.080):** Incorporate various technical modifications and cross references errors.
10. **Definitions, "S" (Sections 10-80.20.190)** Add the term Sign, Fuel Pump to the list of definitions.
11. **Definitions, "T" (Sections 10-80.20.200)** Add the term Travel Accommodations to the list of definitions.

Part 2 – Applicant's Proposed Amendments

The applicant's request is to add a new land use, SAESI, to the Light Industrial (LI) zone (Attachment 1 - *Section 5*). The proposed amendment defines (Attachment 1 - Section 24) the new land use as:

Seasonal Amusement, Entertainment and Sales, Indoor: is an indoor annual reoccurring seasonal commercial

amusement, entertainment or festival event (e.g. art festivals/performances/workshops, Christmas fair, haunted house, or similar activity approved by the Zoning Administrator), including the seasonal sales of merchandise, that occurs only once in a calendar year for a specified timeframe, which is generally less than 4 months.

The applicant's narrative (Attachment 2) includes a summary of the proposed Zoning Code Text Amendment, and a Regional Plan and required Zoning Text Amendment findings analysis.

Primarily to facilitate the relocation of a local business (the North Pole Experience (NPEX)) to the property owner's property, the proposed use would supplement the allowed and conditional uses of the zone that this business would utilized (warehousing and office land uses) as part of the functions of its operations. Therefore, the proposed modification would allow all business activities of the NPEX to operate in one location. As a larger zone wide benefit, the proposed uses would allow greater flexibility for the existing allowed uses, such as trade schools and a Light Industrial, General uses, to utilize the proposed use for seasonal activities, such as a product and trade fairs, promotional activities, performances, etc.

To ensure compatibility between existing uses on a property and nearby uses on other properties, to utilize the SAESI use, a property owner will be required to obtain the approval of a Conditional Use Permit. Included in the proposed amendment are use specific criteria and development standards for the SAESI use. These standards and criteria are intended to mitigate pedestrian and vehicle conflicts, and to preclude locations that have existing businesses on the property or nearby that are functionally inconsistent, or may have the potential of causing undue harm to the SAESI users (Attachment 1, Section 17).

II. Zoning Code Text Amendment

An application for a Zoning Text 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, or denied.

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. Finding #1:

- **The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;**

  The City's proposed amendments are primarily to resolving conflicts, incorporate technical corrections and add clarity to zoning code. Clerical in nature, the amendment does not substantively modify the existing provisions of the Zoning Code, and maintains consistency and conformance with the objectives and policies of the Regional Plan (General Plan) and applicable specific plans.

  The most significant modifications include the adoption of the industrial zone land uses and building form requirements. These zones and related provisions are primarily intended to implement the Regional Plan's land use designation of Employment Center "Employment." Supported by several goals and policies of the Regional Plan, these zones are intended to increase employment, promote new and re- development, establish land use and development flexibility, ensure development of industrial area are compactable with surrounding areas, and protect existing and encourage new business and industrial growth ((LU 1.1, LU 1.6, LU 6.2, LU 16.2, LU 16.3, ED3.8, ED 4.5) of the Regional Plan).

  The applicant's proposed amendment is to modify the land use of the Light Industrial (LI) zone. Intended to provide a transitional zone between commercial and heavy industrial land uses, the Light Industrial (LI) zone also assists with the Employment land use's purpose of providing "... for continued growth of the existing

employment centers and encouraging the reuse of underutilized, vacant or obsolete commercial and industrial spaces..."

The addition of the proposed SAESI use has the potential of assisting to implement the Regional Plan's Employment and land use policy objectives to encourage the reuse of underutilized, vacant or obsolete commercial and industrial spaces. As proposed, the use would allow property owners additional flexibility to partner with businesses and tenants to use indoor areas for art festivals, including performances and workshops, fairs, and other holiday and seasonal events ((LU 1.6) of the Regional Plan) that require large indoor volumes for a limited time period (A total of 98 days in any one calendar year, and no more than 98 consecutive days.) Also, the use would allow businesses and event operators to co-locate their operations in a single location, adding to the flexibility of the Light Industrial (LI) zone. Some potential uses require the warehousing (an allowed use in the Light Industrial) of operational materials in the off-season and sale merchandise in preparation for an upcoming seasonal event. Also providing the property owners and tenants greater flexibility ((LU 1.6) of the Regional Plan), other uses in the zone, such as trade schools and a Light Industrial, General uses could utilize the proposed use for seasonal activities such as a product and trade fairs, promotional activities, etc. that could occur within or near its operational facilities.

Recognizing the purpose of the zone, the Employment land use, and Regional Plan policies to protect existing more intensive businesses and land use operations from uses that may not be appropriate or have conflicting characteristics, the applicant's request is to allow the SAESI subject to the approval of a Conditional Use Permit. In addition to the standard Conditional Use Permit findings, the proposed amendment incorporates two additional findings to ensure compatibility with existing uses of a development, and the uses on adjacent property ((ED 3.8) of the Regional Plan). These additional findings are intended to evaluate the proposed and existing uses on the property and on adjacent properties to ensure that there are:

1. no functional conflicts between the uses; and
2. to ensure that there are no undue risks to the proposed use's customers do to being located near more intensive land uses.

B. <u>Finding #2</u>

- **The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City;**

The City's proposed amendments are not anticipated to be detrimental to the public interest, health, safety, convenience or welfare of the City. These amendments are primarily to resolving conflicts, incorporate technical corrections and add clarity to zoning code. Incorporated in the proposed amendment are additional allowances for sustainable features (wind energy production, riffle pools, swales, etc.) that could assist with mitigating the adverse impacts that the City's populous has on the its environment.

The applicant's proposed amendment to add the SAESI land use and related provisions to the Light Industrial (LI) are not anticipated to be detrimental to the public interest, health, safety, convenience or welfare of the City. To assist with mitigating adverse impacts from adjoining and existing uses, the proposed use is required to obtain a Conditional Use Permit, and comply with specific use criteria (Attachment 1, Section 17). These criteria are intended to mitigate potential conflicts between the SAESI's pedestrians and passenger vehicles and large trucks and the operations of loading bays, service areas or truck yard facilities that may occur on a property. These development standards include requiring the:

a. Access to the building area and customer parking for the use, not be located on the same façade or side of the building that has loading bays, service areas or truck yard facilities;
b. Customer parking for the use is to be clustered together, located nearest to the uses primary public entry/exit, and signed for customer's exclusive use during the use's operations; and
c. A pedestrian route from the customer parking to the primary public entry/exit that crosses any drive aisle to be signed and mark to notify the pedestrians and vehicle traffic of the crosswalk.

As indicated above in Finding 1, which is also applicable to Finding 2, the proposed amendment incorporates two additional findings to ensure compatibility with existing uses of a development, and the uses on adjacent property. These additional findings are intended to evaluate the proposed and existing uses on the property and on adjacent properties so that there are:

a. no operational characteristic conflicts between the uses; and
b. to ensure that there are no undue risks to the proposed use's customers do to being located near more intensive land uses.

C. Finding #3

- **The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.**

The City's proposed amendments enhance the zoning code's internally consistency by resolving conflicts, incorporate technical corrections and adding clarity. Furthermore, the proposed amendments are intended to maintain the zoning code's purpose as a comprehensive contemporary set land uses and requirements that are straightforward, usable and easily understood.

The applicant's proposed amendment to add the SAESI land use and related provisions to the Light Industrial (LI) zone achieves internally consistency through the zoning code's intent of encouraging the evolution of zones to include the most appropriate uses that enhance the viability of existing buildings. Furthermore, the proposed use specific criteria (Attachment 1, Section 17) assists in maintaining consistency with the zoning code's intent to protect businesses from adverse impacts of adjoining uses, and protecting the health, safety, and general welfare of the public. Finally, the proposed amendments aids with maintaining a comprehensive contemporary set of requirements that are straightforward, usable and easily understood.

V. CITIZEN PARTICIPATION

In accordance with State Statute and the Zoning Code, the Planning and Zoning Commission work session for the amendments was advertised in the Arizona Daily Sun on May 4, 2019; and, the Planning and Zoning Commission work session was advertised Arizona Daily Sun on May 25, 2019. In addition, the City Council held a work session on these amendments on May 28, 2019. Also, persons of interest that are on file with the Planning and Development Services Department were notified of the work sessions and hearings via first class mail. As of the date of this report, staff has not received any comments from the public.

VI. PLANNING AND ZONING COMMISSION WORK SESSION

At the May 22, 2019 Planning and Zoning Commission Work Session, staff and the applicant reviewed the text amendment applications with the Commission. A summary Commission's comments included:

- Clarification pertaining to AirBnB and similar uses (vacation rentals and travel accommodations) was requested. Staff clarified that these uses are not include in the definition of Travel Accommodations; and, the Arizona Revised Statues limits the ability of cities to regulate much of the operation of vacation rentals and travel accommodations.
- Allowing artist studio's and live work opportunities for artist in the Light Industrial (LI) zone. Staff clarified that an artist studios as a live/work use may be allowed; but, an artist studio as stand-alone use would need to be added to the Light Industrial (LI) zone as part of a future amendment. The some of the commissioners expressed support in exploring the artist studio use a part of a potential future amendment.
- Clarification as to whether the living facilities of a live/work unit had to be on the second floor. Staff requested the opportunity to research this question and respond at the late date.

  Staff Response: The live/work provisions of the Zoning Code, Section 10-40.60.200, does not require the living facilities of a live/work unit to be on the second floor. The Zoning Code does require that the non-residential use of a live/work unit to be on the ground floor, and that any floors above the ground floor may only be used for residential purposes.

- Clarification pertaining to whether building modifications would be required. Staff clarified that the applicant of a SAESI use would be require to any make building modifications and demonstrate compliance with the applicable fire and building codes prior to a new occupancy type being allowed in a building that was not originally designed to accommodate such a use.
- Clarification pertaining to the SAESI use's required parking. The applicant reviewed the proposed parking requirements (Attachment 1, Section 17) with the Commission.
- Clarification as to whether the tenant could occupy the SAESI area outside of the operation timeframe to prepare for upcoming season. The applicant clarified that tenant may occupy SAESI area outside of the operation timeframe to prepare for upcoming season. (*Staff agrees with the applicant clarification*).
- Additional Commissioner comments were made in support of the proposed modifications.

VII. CITY COUNCIL WORK SESSION

At the May 28, 2019 City Council Work Session, staff and the applicant reviewed the text amendment applications with the Council. At the time of the City Council's Work Session on these amendments, the Planning Commission had not made a recommendation to the City Council – this was clarified for the City Council. The members of the City Council's did not ask clarifying questions of the staff or the applicant pertaining to the amendments.

RECOMMENDATION:

Attachments:

1. Draft of the Proposed Ordinance Revisions
2. Applicant's Narrative for Case No. PZ-19-00087

2019 Zoning Code Amendments

Industrial Zones and Miscellaneous Revisions (PZ-19-00087 and PZ-19-00093)

Zoning Code Text Amendment

Case No.s

PZ-19-00087 - Amusement/Entertainment and Sales, Indoor Zoning Code Text Amendment; and

PZ-19-00093 - Industrial Zones and Resolution of Conflicts and Corrections

HOW TO READ THIS DOCUMENT

Unless otherwise stated, provisions that are being deleted are shown in red bold strikethroughs, like this: ~~**Provisions that are being deleted are shown with red bold strikethroughs**~~.

Provisions that are being added are shown in blue bold text, like this: **Provisions that are being added are shown in bold underlined and gray highlighted text.**

Graphics/Figures that are being deleted are indicated with an "X" over the graphic/figure.

Graphics/Figures that are being added are indicated with a border  around the graphic/figure.

Tables that are being deleted are indicated with an "X" over the Tables.

Tables that are being added are indicated with a thick border  around the Tables.

Section 1. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-20.40.150 Temporary Use Permits, subsection D. Allowed Temporary Uses., paragraph 1. Concerts, Carnivals, Farmers Markets, Flea Markets, Vehicle Sales and Other Special Events., subparagraph e., as follows:

10-20.40.150 Temporary Use Permits

D. **Allowed Temporary Uses.** A temporary use permit shall be required for the following temporary activities. Other temporary or short-term activities that do not fall within the categories defined below shall comply with the planning permit requirements and development standards that otherwise apply to the property.

1. **Concerts, Carnivals, Farmers Markets, Flea Markets, Vehicle Sales and Other Special Events.**

Attachment #1

e. All signs associated with these events shall be placed in compliance with the provisions of Section 10-50.100.090, ~~Temporary~~ **Portable** Signs

Section 2. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-20.40.150 Temporary Use Permits, subsection D. Allowed Temporary Uses., paragraph 3. Food Vendors., subparagraph e., as follows:

10-20.40.150 Temporary Use Permits

D. **Allowed Temporary Uses.** A temporary use permit shall be required for the following temporary activities. Other temporary or short-term activities that do not fall within the categories defined below shall comply with the planning permit requirements and development standards that otherwise apply to the property.

3. **Food Vendors.**

e. All signs associated with these events shall be placed in compliance with the provisions of Section 10-50.100.090, ~~Temporary~~ **Portable** Signs.

Section 3. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-20.40.150 Temporary Use Permits, D. Allowed Temporary Uses., 4. Merchandise and Service Vendors., subsection e., as follows:

10-20.40.150 Temporary Use Permits

D. **Allowed Temporary Uses.** A temporary use permit shall be required for the following temporary activities. Other temporary or short-term activities that do not fall within the categories defined below shall comply with the planning permit requirements and development standards that otherwise apply to the property.

4. **Merchandise and Service Vendors.**

e. All signs associated with these events shall be placed in compliance with the provisions of Section 10-50.100.090, ~~Temporary~~ **Portable** Signs.

Section 4. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.30.050 Industrial Zones, by deleting subsection B. Industrial Zones – Allowed Uses and the associated table of land uses, as adopted in Ordinance O2011-20 and Resolution R2011-35, in entirety, as follows:

~~B. Industrial Zones – Allowed Uses~~

Land Use[1]	Specific Use Regulations	Residential Zones						
		RR	ER	R1	R1N	MR	HR	MH
Ranching, Forestry and Animal Keeping								
Animal Keeping		----------See Section 10-40.60.070----------						
Ranching		P	--	--	--		--	--
Recreation, Education and Assembly								
Commercial Campgrounds	10-40.60.130	UP	--	--	--	--	--	--
Golf Courses and Facilities		UP	UP	UP	--	--	--	--
Equestrian Recreational Facilities		UP	UP	UP	--	--	--	--
Libraries, Museums		UP	UP	UP	UP	UP	UP	UP
Meeting Facilities, Public and Private	10-40.60.230							
Regional		--	--	--	--	--	--	--
Neighborhood		P/UP[2]	P/UP[2]	P/UP[2]	P/UP[2]	P/UP[2]	P/UP[2]	P/UP[2]
Outdoor Public Uses, General		P	P	P	--	P	P	P
Places of Worship		P/UP[6]	P/UP[6]	P/UP[6]	P/UP[6]	P/UP[6]	P/UP[6]	P/UP[6]
Schools – Public and Charter		P[3]	P[3]	P[3]	P[3]	P	P	P[3]
Schools – Private		P	P	P	P	P	P	P
Trade Schools		--	--	--	--	--	--	--
Residential								
Accessory Building and Structures	10-40.60.020	P	P	P	P	P	P	P

Land Use[1]	Specific Use Regulations	Residential Zones						
		RR	ER	R1	R1N	MR	HR	MH
Accessory Dwelling Units	10-40.60.030	P	P	P	P	P	P	P
Cohousing	10-40.60.120	P	P	P	--	P	P	--
Congregate Care Facilities		UP	UP	UP	UP	P		UP
Day Care, Centers	10-40.60.150.B	UP	UP	UP	UP	UP	UP	UP
Day Care, Home	10-40.60.150.A	P	P	P	P	P	P	P
Dwelling: Cluster	10-40.60.170	P	P	--	--	--	--	--
Dwelling: Multiple-Family		P[4]	P[4]		--	P	P	--
Dwelling: Secondary Single-family		--	--	--	P	P	P	--
Dwelling: Single-family		P	P	P	P	P[4,5]	P[4,5]	P
Dwelling: Two-family			P[4]	P[4]	P	P	P	P
Group Home		P	P	P	P	P	P	P
Home Occupation	10-40.60.180	P		P	P	P	P	P
Institutional Residential								
Convents or Monasteries		P	P	P	--	P	P	P
Custodial Care Facilities		UP	UP	UP	UP	UP	UP	UP
Homeless Shelters	10-40.60.190							
Emergency Shelters		UP	UP	UP	UP	UP	UP	UP
Short Term Housing		UP	UP	UP	UP	UP	UP	UP
Transitional Housing		UP	UP	UP	UP	UP	UP	UP
Sheltered Care Homes		UP	UP	UP	UP	UP	UP	UP
Nursing Homes		--	UP	UP	UP	UP	UP	UP
Live/Work	10-40.60.200	--	--	--	--	UP[4]	UP[4]	--
Manufactured Home	10-40.60.210	--	--	--	--	--	--	P

Land Use[1]	Specific Use Regulations	Residential Zones						
		RR	ER	R1	R1N	MR	HR	MH
Manufactured Home Park	10-40.60.210.D	--	--	--	--	--	--	P
Manufactured Home Subdivision	10-40.60.210.C	--	--	--	--	--	--	
Mobile Home		--	--	--	--	--	--	P
Planned Residential Development	10-40.60.280	P	P	P	P	P	P	--
Rooming and Boarding Facilities		--	UP	--	--	UP	UP	UP
Retail Trade								
Neighborhood Market								
≤ 1,500 sf		--	--	UP	--	--	--	UP
≤ 2,500 sf		--	--	--	--	UP	--	--
≤ 5,000 sf		--	--	--	--	--	UP	--
Offices		--	--	--	--	--	UP	--
Services								
Bed and Breakfast Establishments	10-40.60.110	P	P	P	P	P	P	P
Cemeteries		UP	UP	UP	--	UP	UP	UP
Hospitals		UP	UP	UP	UP	UP	UP	UP
Public Services								
Public Services Minor		P	P	P	P	P	P	P
Emergency Services		UP	UP	UP	UP	UP	UP	UP
Telecommunications Facilities								
AM Broadcasting Facilities	10-40.60.310	UP	UP	UP	UP	UP	UP	UP
Antenna-supporting Structure	10-40.60.310	UP	UP	UP	UP	UP	UP	UP
Attached Telecommunication Facilities	10-40.60.310	P	P	P	P	P	P	P
Colocation Facility	10-40.60.310	P	P	P	UP	P	P	P

Land Use[1]	Specific Use Regulations	Residential Zones						
		RR	ER	R1	R1N	MR	HR	MH
FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.310	UP	UP	UP	UP	UP	UP	UP
Stealth Telecommunication Facilities	10-40.60.310	P	P	P	P	P	P	P
Transportation and Infrastructure								
Accessory Wind Energy Systems	10-40.60.040	P	P	P	--	P	P	P
Urban Agriculture								
Community Garden	10-40.60.140	P	P	P	P	P	P	P
Nurseries		UP	--	--	--	--	--	--
End Notes								
[1] A definition of each listed use type is in Chapter 10-80, Definitions.								
[2] A conditional use permit is required if liquor is sold or if facilities exceed 250 seats.								
[3] Charter schools proposed in existing single-family residences shall be located on residential lots one acre or greater.								
[4] Permitted as Planned Residential Development (see Section 10-40.60.270, Planned Residential Development).								
[5] Existing single-family uses and lots recorded in MR and HR, prior to the effective date of this Zoning Code, are considered legal, conforming uses.								
Key								
P	Permitted Use							
UP	Conditional Use Permit Required							
--	Use Not Allowed							

Section 5. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.30.050 Industrial Zones, by adopting subsection B. Industrial Zones – Allowed Uses, and Table 10-40.30.050.B.1. Industrial Zones – Allowed Uses, as follows – including the addition of grid lines and shading:

10-40.30.050 Industrial Zones – Allowed Uses

B. Industrial Zones – Allowed Uses. The allowed land uses of each of the Industrial zones are shown in Table 10-40.30.050.B

Table 10-40.30.050.B.
Industrial Zones – Allowed Uses

Land Use[1]	Specific Use Regulations	Industrial Zones				
		RD	LI	LI-O	HI	HI-O
Industrial, Manufacturing, Processing and Wholesaling						
Business Parks		P	P	P	--	--
Composting Facility		--	P[3]	P[3]	P[3]	P[3]
Construction Storage/Supply Yards		--	P[2]	P[2]	P	P
Equipment Rental Yard – Heavy		--	P	P	--	--
Flammable Liquid, Gas, and Bulk Fuel – Storage and Sales		--	P	P	P	P
Freight or Trucking Facility		P[3]	P	P	P	P
Industrial, Heavy – General		--	UP	--	P	P
Industrial, Light – General		--	P	P	P	P
Junk Yard		--	--	--	P	P
Manufacturing/Processing – Heavy		--	--	--	P	P
Manufacturing/Processing – Light		P	P	P	P	P
Manufacturing/Processing – Previously Prepared Materials		UP	P	P	P	P
Micro-brewery or Micro-distillery	10-40.60.240	--	P/UP[8]	P	--	--
Mini-Storage Warehousing	10-40.60.250	--	P	P	P	P
Quarrying Operations	10-40.60.290	--	--	--	UP	UP

Table 10-40.30.050.B. Industrial Zones – Allowed Uses						
Land Use[1]	Specific Use Regulations	Industrial Zones				
		RD	LI	LI-O	HI	HI-O
Railroad Shops and Similar Heavy Service Facilities		--	UP	UP	P	P
Research and Development	10-40.60.300	P	P	P	--	--
Transportation Yards		--	P	P	P	P
Warehousing	10-40.60.330	--	P	P	P	P
Wholesaling and Distribution		--	P	P	P	P
Ranching, Forestry and Animal Keeping						
Livestock Auction, Feed Yards, and Sales		--	--	--	P	P
Recreation, Education and Assembly						
Indoor Commercial Recreation		--	--	UP[7]	--	--
Outdoor Public Uses, General		UP	--	UP	--	UP
Places of Worship		P/UP[9]	P/UP[9]	P/UP[9]	P/UP[9]	P/UP[9]
Schools – Public and Charter		P	P	P	P	P
Schools – Private		UP	--	--	--	--
Seasonal Amusement/Entertainment and Sales, Indoor	10-40.60.305	--	UP	--	--	--
Trade Schools		UP	P	P	P	P
Residential						
Accessory Building and Structures	10-40.60.020	P	P	P	P	P
Day Care, Centers	10-40.60.150.A	P	P[4,5]	P[4,5]	P[4,5]	P[4,5]
Institutional Residential						
Custodial Care Facilities	--	UP	UP	UP	UP	
Homeless Shelters	10-40.60.190					
Emergency Shelters		--	P[6]	P[6]	P[6]	P[6]
Short Term Housing		--	P[6]	P[6]	UP[6]	UP[6]
Transitional Housing		P	P	P	UP	UP
Nursing Homes		--	UP	--	UP	--

Table 10-40.30.050.B. Industrial Zones – Allowed Uses						
Land Use[1]	Specific Use Regulations	Industrial Zones				
		RD	LI	LI-O	HI	HI-O
Sheltered Care Homes		--	UP	UP	UP	UP
Live/Work	10-40.60.200	P	P	P[7]	--	--
Residence for Owner, Caretaker, or Manager		P	P	P	P	P
Residential Uses Above First Floor		UP	--	--	--	--
Retail Trade						
Drive-through Retail	10-40.60.160	P[4]	--	P[7]	--	--
General Retail Business		P[4]	UP	P[7]	UP	UP[7]
Heavy Retail/Service		--	--	P[7]	--	UP[7]
Restaurant or Cafe		P[4]	UP	P[7]	--	UP[7]
Services						
Adult Entertainment	10-40.60.050	P	P	P[7]	P	P[7]
Crematorium		--	P	P[7]	P	P[7]
General Services		P[4]	UP	UP[7]	--	--
Hospital		UP	UP	UP[7]	UP	UP
Kennel, Animal Boarding		UP	UP	UP[7]	UP	UP[7]
Travel Accommodations		P[4]	--	UP[7]	--	--
Medical Marijuana Off-Site Cultivation Location		--	P	P[7]	P	P[7]
Office		P	UP	UP[7]	--	UP[7]
Public Services						
Public Services Major		UP	P	P	P	P
Public Services Minor		P	P	P	P	P
Emergency Services		UP	UP	UP	UP	UP
Veterinary Hospitals		--	P	P	P	P
Veterinary Clinics		UP	P	P	P	P
Telecommunication Facilities						
AM Broadcasting Facilities	10-40.60.310	UP	UP	UP	UP	UP

Table 10-40.30.050.B. Industrial Zones – Allowed Uses						
Land Use[1]	Specific Use Regulations	Industrial Zones				
		RD	LI	LI-O	HI	HI-O
Antenna-Supporting Structure	10-40.60.310	UP	UP	UP	UP	UP
Attached Telecommunication Facilities	10-40.60.310	P	P	P	P	P
Collocation Facility	10-40.60.310	P	P	P	P	P
FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.310	P	P	P	P	P
Stealth Telecommunication Facilities	10-40.60.310	P	P	P	P	P
Transportation and Infrastructure						
Accessory Wind Energy Systems	10-40.60.040	P	P	P	P	P
Passenger Transportation Facilities		P	P	P	--	--
Urban Agriculture						
Food Production		--	P	P	--	--
Nurseries		--	P	P	P	P
Vehicle Sales and Services						
Automobile/Vehicle Repair Garages – Major	10-40.60.100	--	P	P	P	P
End Notes						
1. A definition of each listed use type is in Chapter 10-80, Definitions.						
2. Outdoor storage shall be screened. See Division 10-50.50, Fences and Screening, for fencing and screening requirements.						
3. Not allowed within one-quarter mile of an existing residential use.						
4. Limited to 10 percent of a primary use.						
5. Solely for use by employees of the permitted use.						
6. Conditional use permit is required if distance between shelter facilities is less than 1/4 mile.						
7. Allowed use with applied FAR standards (see Table 10-40.30.050.C.).						
8. Conditional use permit is required if a taproom is associated with the micro-brewery or micro-distillery.						

Table 10-40.30.050.B. Industrial Zones – Allowed Uses						
Land Use[1]	Specific Use Regulations	Industrial Zones				
		RD	LI	LI-O	HI	HI-O
9. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.						
Key						
P = Permitted Use						
UP = Conditional Use – Requires the Approval of a Conditional Use Permit						
-- = Use Not Allowed						

Section 6. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.30.050 Industrial Zones, by deleting subsection 10-40.30.050 C. Residential Zones – Building Form Standards and the associated table, as adopted in Ordinance O2011-20 and Resolution R2011-35, in its entirety, as follows:

~~C. Residential Zones – Building Form Standards~~

	RR	ER	R1	R1N	MR	HR	MH
Building Placement Requirements							
Setback							
Front (min.)							
2nd Floor and Below	75'	50'	15'	15'	10'	10'	15'
Above 2nd Floor	75'	50'	15'	15'	15'	15'	15'
For Parking	--	--	25'[1]	--	--	--	--
Side (min.)							
Interior Lots	10'	20' min./45' total	8'	6'	5'	5'	8'
Corner Lots (interior)	10'	20' min./45' total	8'	6'	5'	5'	12'
Corner Lots (exterior)	25'	20'	20'[2]	6'	5'	5'	12'
Rear (min.)	10'	60'	25'[3]	15'	15'[4]	15'[4]	10'
Building Form Requirements							

	RR	ER	R1	R1N	MR	HR	MH
Building Height (max.)	35'	35'	35'	35'	35'	60'[5]	30'
Coverage (max.)	20%	17%	35%	35%	40%	50%	43%
Density Requirements See Division 10-30.20, Affordable Housing Incentives							
Density: Gross (units/acre)							
Min.	--	--	2	2	6	10	--
Max. Outside the RPO	1	1	6	14	14	29[6]	11
Max. Within the RPO	1	1	5	--	9	22	4
Lot Requirements							
Area							
Gross (min.)	1 ac[7]	1 ac	6,000 sf	6,000 sf	6,000 sf	6,000 sf	5 ac
Per Unit (min.)	1 ac[7]	1 ac	6,000 sf	3,000 sf	Endnote [6]	Endnote [6]	4,000 sf
Width							
Interior Lots (min.)	100'[8]	140'[9]	60'[9,10]	50'	50'[9,10]	50'[9,11]	--
Corner Lots (min.)	100'[8]	140'[9]	60'[9,10]	50'	50'[9,10]	50'[9,11]	--
Depth (min.)	200'[8]	--	100'	100'	100'[9]	75'[9,11]	--
Other Requirements							
Open Space (% of Gross Lot Area)	--	--	--	See Table 10-40.30.030.A			
Fences and Screening	See Division 10-50.50						
Landscaping	See Division 10-50.60						
Lighting	See Division 10-50.70						
Parking	See Division 10-50.80						
Signs	See Division 10-50.100						
End Notes							
[1] 12' for side entrance garages, where the garage is designed as an integral element of the primary dwelling (i.e., doors and windows are consistent with the overall architectural character).							
[2] 15' on existing lots with less than 8,000 sf or less than 65' in width.							

RR	ER	R1	R1N	MR	HR	MH
[3] One or two story residential buildings and decks attached to those buildings may be built to 15' from the rear property line; provided, that any portion of the structure located closer than 35' to the rear property line does not exceed 50% of the lot width.						
[4] May be reduced for zones not subject to the Resource Protection Overlay when a minimum of 350 sf of open yard area per unit is provided, see Section 10-40.30.030(H).						
[5] Building height can be exceeded with approval of a Conditional Use Permit.						
[6] The maximum number of units for each lot is based on the following:						

Area of Lot	Required Lot Area Per Dwelling Units
5,000 to 14,000 square feet	2,500 square feet
14,001 to 24,000 square feet	2,000 square feet
24,001 square feet and over	1,500 square feet

Key

– Not Applicable

Section 7. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.30.050 Industrial Zones, by adopting subsection C. Industrial Zones – Building Form and Property Development Standards., and Table 10-40.30.050.C. Industrial Zones – Building Form and Property Development Standards., as follows:

C. Industrial Zones – Building Form and Property Development Standards. The building form and property development standards shown in Table 10-40.30.050.C. shall apply to all property with the corresponding industrial zones.

Table 10-40.30.050.C. Industrial Zones – Building Form and Property Development Standards.			
	Industrial Zones		
	RD	LI/LI-O	HI/HI-O
Building Placement Requirements			
Setback			
Front (min.)	25'[1]	25'[1]	25'
Side			
Adjacent to Residential (min.)	15'	15'	15'
Street Side Lot Line (min.)	15'	15'	15'
All Other (min.)	0'	0'	0'
Rear			
Adjacent to Residential (min.)	15'	15'	15'
All Other (min.)	10'	0'	0'
Building Form Requirements			
Building Height (max.)	60'[2]	60'[2]	60'[2]
Coverage (max.)	25%	--	--
Gross FAR (max. area of all uses on a property)	0.50	1.50[3]	2.50[3]
Indoor Commercial Recreation (max. FAR area)[4, 5]	- -	0.30	- -
Heavy Retail/Service (max. FAR area)[4, 5]	- -	0.30	0.30
Office/Lodging (max. FAR area)[4, 5]	---------- 0.38 ----------		
All other commercial uses that are allowed in a corresponding industrial zone with a FAR limitation. (max. FAR area)[4, 5]	- -	0.25	- -
Live/Work (max. FAR area)[4, 5]	End Note 6	End Note 6	--
Lot Requirements			
Area (min.)	20,000 sf	20,000 sf	20,000 sf
Width (min.)	75'	100'	100'
Depth (min.)	--	150'	150'
Other Requirements			
Fences and Screening	See Division 10-50.50		
Landscaping	See Division 10-50.60		
Lighting	See Division 10-50.70		

Table 10-40.30.050.C. Industrial Zones – Building Form and Property Development Standards.			
	Industrial Zones		
	RD	LI/LI-O	HI/HI-O
Parking	See Division 10-50.80		
Signs	See Division 10-50.100		
End Notes			
1. Front setbacks along streets other than public arterial or collector streets shall use street side lot line setback standard. This includes buildings fronting private streets and shared driveways between parcels.			
2. A conditional use permit shall be required for structures over 60 feet in height.			
3. Retail use allowed in these industrial zones are subject to the additional FAR standards. See Section 10-40.30.050(F), Miscellaneous Requirements – LI-O and HI-O Zones).			
4. Where a development includes more than one commercial use, the total commercial floor area shall not exceed the greater of the maximum FAR areas allowed. The maximum FAR of the commercial uses allowed are not cumulative. An individual use that has a maximum FAR restriction shall not exceed the FAR allowed for the use. Example. A development is proposed with two commercial uses, the first use (Services) has a maximum FAR restriction of 0.30 and the second use (Office) has maximum FAR restriction of 0.38. The total maximum FAR for all commercial use in the development is 0.38 since it is the greater of the two commercial use. If Service uses of the development is to have a FAR of 0.30, then the remainder 0.08 FAR may be used for the Office use. The total maximum FAR of both uses shall not exceed 0.38, and the Serivce use shall not exceed 0.30 since it is restricted to an FAR of 0.30.			
5. The allowed commercial uses in the industrial zone that have a limitation on the max. FAR are specified in Table 10-40.30.050.B.			
6. The total commercial floor area of a Live/Work development shall be limited to the corresponding commercial use and related Max. FAR specified for the property's corresponding zone.			
Key			
-- Not Applicable			

Section 8. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.30.050 Industrial Zones, by deleting subsection F. Miscellaneous Requirements – LI-O and HI-O Zones., and the association tables, as follows:

10-40.30.050 Industrial Zones

~~F. Miscellaneous Requirements – LI-O and HI-O Zones. Allowed uses found in Table 10-40.30.050.B are required to meet the following FAR standards:~~

Area of Lot	Max. Gross FAR
Retail	0.25
Office/Lodging	0.38
Heavy Retail/Service	0.30
General Services	0.25

Section 9. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.30.070 Sustainability Features of All Non–Transect Zones, subsection A. Intent., and the association tables, including adding grid lines, as follows:

10-40.30.070 Sustainability Features of All Non–Transect Zones

A. **Intent.** The **following** sustainability features **shown on Table 10-40.30.070.A.1. and Table 10-40.30.070.A.2. are allowed in the specified zone(s), and** are intended to be applied where feasible for the purpose of encouraging and directing development in the City in a sustainable manner.

Table 10-40.30.070.A.1. Sustainability Features

Sustainability Features [1, 2]	Zones that the Sustainability Features are Allowed				
	RR/ER/RI/RIN	MR/HR	MH	SC/CC/HC	CS/CB
Storm Water Features					
Bioretention Facility	--	A	--	A	A
Disconnected Downspouts	A	A	A	A	A
Flow Through and Infiltration Planters	A	A	A	A	A

Table 10-40.30.070.A.1. Sustainability Features					
Sustainability Features [1, 2]	**Zones that the Sustainability Features are Allowed**				
	RR/ER/RI/RIN	**MR/HR**	**MH**	**SC/CC/HC**	**CS/CB**
Infiltration Trench	A	A	A	A	--
Level Spreader	A	A	A	A	A
Porous Paving	A	A	A	A	A
Rain Garden	A	A	A	A	--
Riffle Pools	A	A	A	A	--
Swale	A	A	A	A	A
Biofiltration	A	--	A	A	--
Vegetated/Rock	A	A	A	A	--
Urban Channel	--	--	--	A	A
Vegetated Roof	A	A	A	A	A
Water Conservation					
Cisterns	A	A	A	A	A
Greywater – Simple	A	A	A	A	A
Rain Barrels	A	A	A	A	A
Energy Features					
Accessory Wind Energy System	A	A	A	A	A
Wind Energy Production Facility	--	--	--	--	--
Alternative Paving	--	A	--	A	A
Biomass	A	--	A	--	--
Geothermal Energy	A	A	A	A	A
Solar					
Farm	--	--	--	--	--
Parking Lot Lighting	A	A	A	A	A
Roof Paneling	A	A	A	A	A
Water Heaters	A	A	A	A	A
End Notes					
[1] Additional standards for each sustainability feature apply. See *City Stormwater Regulations and LID Manual.*					

Table 10-40.30.070.A.1. Sustainability Features					
Sustainability Features [1, 2]	**Zones that the Sustainability Features are Allowed**				
	RR/ER/RI/RIN	**MR/HR**	**MH**	**SC/CC/HC**	**CS/CB**
[2] Sustainable features marked as "Not Allowed" may be approved by the Director and Stormwater Manager if it can be demonstrated that the proposed sustainable feature can be installed with the intent and character of the non-transect zone.					
Key					
A	Allowed	--		Not Allowed	

Table 10-40.30.070.A.2. Sustainability Features					
Sustainability Features[1, 2]	**Zones that the Sustainability Features are Allowed**				
	RD	**LI/LI-O**	**HI/HI-O**	**PF**	**PLF/POS**
Storm Water Features					
Bioretention Facility	A	A	A	A	--
Disconnected Downspouts	A	A	A	A	--
Flow Through and Infiltration Planters	A	A	A	A	--
Infiltration Trench	A	A	A	A	A
Level Spreader	A	A	A	A	A
Porous Paving	A	A	A	A	--
Rain Garden	A	A	A	A	A
Riffle Pools	A	A	A	A	A
Swale					
Biofiltration	A	A	A	A	A
Vegetated/Rock	A	A	A	A	A
Urban Channel	A	A	A	A	--
Vegetated Roof	A	A	A	A	A
Water Conservation					
Cisterns	A	A	A	A	--
Greywater – Simple	--	--	--	A	--
Rain Barrels	A	A	A	A	A
Energy Features					

Table 10-40.30.070.A.2. Sustainability Features					
Sustainability Features[1, 2]	**Zones that the Sustainability Features are Allowed**				
	RD	**LI/LI-O**	**HI/HI-O**	**PF**	**PLF/POS**
Accessory Wind Energy System	A	A	A	A	A/--
Wind Energy Production Facility	--	--	--	--	A/--
Alternative Paving	A	A	A	A	--
Biomass	--	A	A	A	--
Geothermal Energy	A	A	A	A	--
Solar					
Farm	--	A	A	A	--
Parking Lot Lighting	A	A	A	A	--
Roof Paneling	A	A	A	A	A
Water Heaters	A	A	A	A	A
End Notes					
[1] Additional standards for each sustainability feature apply. See *City Stormwater Regulations and LID Manual.*					
[2] Sustainable features marked as "Not Allowed" may be approved by the Director and Stormwater Manager if it can be demonstrated that the proposed sustainable feature can be installed with the intent and character of the non-transect zone.					
Key					
A Allowed		-- Not Allowed			

Section 10. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.40.030 T1 Natural (T1) Standards, subsection C. Sustainable Features, Energy Features, to add Wind Energy Production Facility as an allowed use, as follows:

10-40.40.030 T1 Natural (T1) Standards.

C. Sustainable Features	
Energy Features	
Wind Energy Production Facility	**A**

Section 11. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.40.050 T3 Neighborhood I (T3N.1) Standards, subsection H. Allowed Uses, Residential, pertaining to Dormitories and Fraternities/Sororities as a Conditional Use (UP), as follows:

10-40.40.050 T3 Neighborhood I (T3N.1) Standards

H. Allowed Uses		
Land Use[1]	**Specific Use Regulations**	**T3N.1**
Residential		
Dormitories and Fraternities/Sororities		**UP**

Section 12. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.40.060 T3 Neighborhood 2 (T3N.2) Standards, subsection H. Allowed Uses, Residential, pertaining to Dormitories and Fraternities/Sororities as a Conditional Use (UP), as follows:

10-40.40.060 T3 Neighborhood 2 (T3N.2) Standards

H. Allowed Uses		
Land Use[1]	**Specific Use Regulations**	**T3N.2**
Residential		
Dormitories and Fraternities/Sororities		**UP**

Section 13. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.40.100 T6 Downtown (T6) Standards, subsection H. Allowed Uses, Residential, to add Specific Use Regulations cross reference section number for Homeless Shelter, as follows:

10-40.40.100 T6 Downtown (T6) Standards

H. Allowed Uses		
Land Use[1]	**Specific Use Regulations**	**T6**
Residential		
Homeless Shelter	**10-40.60.190**	UP

Section 14. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.40.100 T6 Downtown (T6) Standards, subsection H. Allowed Uses, Services, to add the land use, Bed and Breakfast as an Allowed Use, Cemeteries as a Conditional Use (UP), and Crematorium as a Conditional Use (UP), to the list of land uses in alphabetical order, as follows:

10-40.40.100 T6 Downtown (T6) Standards

H. Allowed Uses		
Land Use[1]	**Specific Use Regulations**	**T6**
Services		
Bed and Breakfast	**10-40.60.110**	**P**

Section 15. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.60.280 Planned Residential Development, subsection B. Building Types for Planned Residential Development., paragraph 3. Determination of Building Types., subparagraph a., as follows:

10-40.60.280 Planned Residential Development

B. **Building Types for Planned Residential Development.**

3. **Determination of Building Types.**

a. The building types that may be utilized in the non-transect zones as a planned residential development are **identified in Table 10-40.60.280.A, and described** ~~**established**~~ in Division 10-50.110, Specific to Building Types.

Section 16. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.60.310 Telecommunication Facilities, subsection C. General Requirements for Telecommunications Facilities., Paragraph 1. Building Code and Safety Standards., as follows:

10-40.60.310 Telecommunication Facilities

C. **General Requirements for Telecommunications Facilities.** The requirements set forth in this subsection shall govern the location, construction, and operation of all telecommunications facilities governed by this section.

1. **Building Code and Safety Standards.** Telecommunications facilities shall be maintained in compliance with applicable building and technical codes, including the **most recent revision to the ANSI/TIA-222** ~~**EIA/TIA-222-F**~~ Standards~~, as~~ published by the ~~**Electronic**~~ **Telecommunications** Industries Association**, as** ~~**and**~~

amended ~~from time to time~~. Structural integrity shall be ensured through the approval of the applicable building permit.

Section 17. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, to add section 10-40.60.305: Seasonal Amusement, Entertainment and Sales, Indoor., as follows:

10-40.60.305: Seasonal Amusement, Entertainment and Sales, Indoor.

A. Applicability. The following apply to all Seasonal Amusement, Entertainment and Sales, Indoor, in the Light Industrial (LI) Zone.

B. Access. To avoid conflict between passenger vehicles, large trucks and pedestrians, (public) access to the building area of the use, or any portion thereof, by employees, licensees and invitees of the use shall not be located on the same façade or side of the building that has loading bays, service areas or truck yard facilities.

C. Parking.

1. Minimum Number. The minimum of number of parking spaces required is 1 space per 4 persons based on maximum person capacity of the tenant area, or the number specified in a parking demand study approved by the Planning Director.

2. Minimum Customer Parking. A minimum of 60 percent of the required parking, or the number specified in the parking demand study approved by the Planning Director, shall be provided as customer parking.

a. Customer parking for the use shall be:

(1) clustered together, and located nearest to the uses primary public entry/exit;

(2) shall not be located on side of the building that has loading bays, service areas or truck yard facilities; and

(3) signed and exclusively reserved for uses customers during use's event hours of operation.

b. The property owner shall submit and obtain approval from the Planning Director of a pedestrian circulation, signage and traffic control plan. The plan shall identify the pedestrian route from the customer parking to the primary public entry and exit. Also, the plan shall include signage and marking in accordance with the following:

(1) When a pedestrian route from the customer parking to the primary public entry and exit crossing primary drive aisle that serve the remainder of the development, the pedestrian route shall include signage and markings to notify the pedestrian of potential vehicle traffic and hazards. In addition, a pedestrian route across a drive aisle, at a

minimum shall be signed and marked in accordance with the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD) for crosswalks. Additional signage and markings shall be provided to visually communicate to vehicle traffic that pedestrians may be present.

D. Temporary Nature. A Seasonal Amusement/Entertainment and Sales, Indoor use event, including public or private event functions, shall limited a total of 98 days in any one calendar year, and no more than 98 consecutive days. The said timeframes do not include setup, training, breakdown and closing activities before and after the event.

E. Compatibility with Existing Uses: In addition to the criteria of Section 10-20.40.050.E. in order to approve a Conditional Use Permit for the Seasonal Amusement, Entertainment and Sales, Indoor use, the Planning and Zoning Commission shall find:

1. There are no anticipated health, safety, or welfare conflicts between the propose use and the functions of the existing uses on the property, or the existing use on the adjacent properties; and

2. There are no anticipated health, safety, welfare or undue risk to the use's customers arising from the proximity to the existing use on the property and on adjacent properties.

Section 18. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-40.60.310 Telecommunication Facilities, subsection G. Removal of Telecommunications Facilities., Paragraph 1., as follows:

10-40.60.310 Telecommunication Facilities

G. **Removal of Telecommunications Facilities.**

1. All telecommunications facilities shall be maintained in compliance with the standards contained in applicable building and technical codes, including the most recent revision to the ANSI/TIA-222 ~~EIA/TIA-222-F~~ Standards~~, as~~ published by the ~~Electronic~~ Telecommunications Industries Association, as ~~and~~ amended ~~from time to time~~, so as to ensure the structural integrity of such facilities.

Section 19. Amend Title 10 FLAGSTAFF ZONING CODE, the title of Section 10-50.50.040 General Fencing and Screening Standards, subsection I. Horse Fencing., as follows:

10-50.50.040 General Fencing and Screening Standards

I. ~~Horse~~ Corral Fencing.

Section 20. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-50.100.060 Permanent Signs, subsection E. Signs for All Nonresidential Uses in All Zones., Paragraph 4. Standards for Specific Sign Types., subparagraph b., list (7) Freestanding Signs., sub-list (b), as follows:

10-50.100.060 Permanent Signs

E. **Signs for All Nonresidential Uses in All Zones.**

4. **Standards for Specific Sign Types.**

b. The following sign types are permitted, subject to the criteria listed under each sign type.

(7) **Freestanding Signs.**

(b) Sign types are classified as "Type A" and "Type B" based on street designations established and mapped in the General Plan ~~(See Appendix 8 (List of Major Arterial Streets)~~. These classifications are used to determine the number of signs allowed on a development site and their permitted size and height. Type A signs are allowed on street frontages longer than 100 feet on major arterials, while Type B signs are allowed on street frontages less than 100 feet on minor arterials or smaller street types.

Section 21. Amend Title 10 FLAGSTAFF ZONING CODE, a cross-reference scrivener's error in Section 10-50.100.100 Sign Districts of Special Designation, subsection A. Flagstaff Central District., paragraph 2. Applicability., subparagraph (a), as follows:

10-50.100.100 Sign Districts of Special Designation

A. **Flagstaff Central District.**

2. **Applicability.**

a. The Flagstaff Central District is bounded by Columbus Avenue/Switzer Canyon Drive to the north, Butler Avenue to the south, Park Street to the west, and Elden Street to the east. The Flagstaff Central District is mapped ~~on Map 10-90.40.040, Flagstaff Central District, in Division 10-90.40, Overlay Maps.~~ **in Division 10-90.30: Overlay Maps, Section 10-90.30.040 Flagstaff Central District Map.**

Section 22. Amend Title 10 FLAGSTAFF ZONING CODE, in Section 10-50.110.080 Bungalow Court, in subsection H. Building Size and Massing, under the subheading of Miscellaneous, for the Height provision, as follows:

Section 10-50.110.080 Bungalow Court

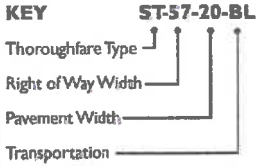
H. Building Size and Massing	
Miscellaneous	
Height	2 stories max.
	See transect zone in which the building is proposed.

Section 23. Adopt Title 10 FLAGSTAFF ZONING CODE, Section 10-60.10.090 Thoroughfare Assemblies, in numerical order, as follows:

10-60.10.090 Thoroughfare Assemblies.

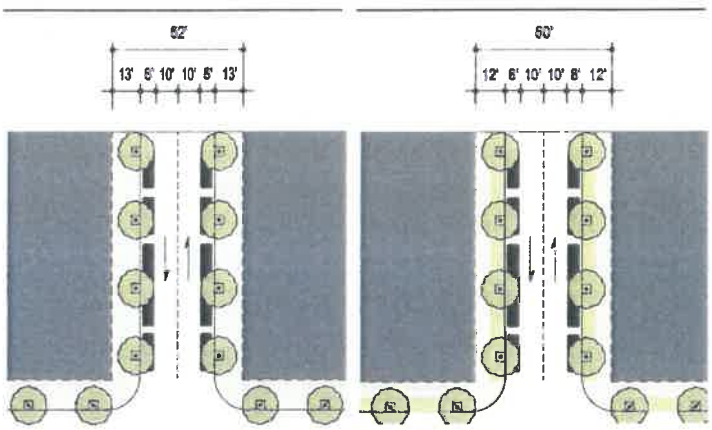
A. This section provides an example of thoroughfare assemblies that have been approved by the City for use in transect zones that are derived from the standards and specifications in Table 10-60.10-090.A, Thoroughfare Assemblies. The Engineering Standards also provide additional detailed specifications for the design and construction of thoroughfares.

Table 10-60.10.090.A
Thoroughfare Assemblies



KEY	
Highway:	HW
Boulevard:	BV
Avenue:	AV

Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR



	CS-62-36	ST-60-36
Thoroughfare Type	Commercial Street	Street
Transect Zone Assignment	T5, T6	T3, T4
Right-of-Way Width	62'	60'
Pavement Width	36'	36'
Movement	Free Movement	Free Movement
Design Speed	25 MPH	25 MPH
Pedestrian Crossing Time	10.2 seconds	10.2 seconds
Traffic Lanes	2	2
Parking Lanes	Both sides @ 8', marked	Both Sides @ 8', marked
Curb Radius	10'	15'
Walkway Type	13' Sidewalk	5' – 7' Sidewalk
Planter Type	4'x4' Tree Well	5' – 7' Continuous Planter
Curb Type	Curb	Curb
Landscape Type	Trees at 30' o.c. Avg.	Trees at 30' o.c. Avg.

Transportation Provision	--	BR

Section 24. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-80.20.190 Definitions, "S", to add the term "Seasonal Amusement, Entertainment and Sales, Indoor", and "Sign, Fuel Pump" in alphabetical order, as follows:

10-80.20.190 Definitions, "S"

Seasonal Amusement, Entertainment and Sales, Indoor: is an indoor annual reoccurring seasonal commercial amusement, entertainment or festival event (e.g. art festivals/performances/workshops, Christmas fair, haunted house, or similar activity approved by the Zoning Administrator), including the seasonal sales of merchandise, that occurs only once in a calendar year for a specified timeframe, which is generally less than 4 months.

Sign, Fuel Pump: A sign mounted above, and integrated into the structure of, an operable fuel dispensing pump.

Section 25. Amend Title 10 FLAGSTAFF ZONING CODE, Section 10-80.20.200 Definitions, "T", to add the term "Travel Accommodation", as follows:

Travel Accommodations: is a one or more structures, with or without related services and facilities, that is provided and offered to transient guests for stays of less than thirty (30) days. A travel accommodation may include accessory commercial uses, such as retail, restaurant, banquet space, event center or other similar use. Travel accommodation does not include bed and breakfast, short-term rental or vacation rental, and includes hostels, hotel, Inns, lodges/lodging, motels/motor or auto courts, resorts, time-shares, and similar uses as determined by the Zoning Administrator.

Snell & Wilmer
L.L.P.
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May 15, 2019

BY HAND DELIVERY

Daniel Symer
Zoning Code Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

Re: Proposed Text Amendment to the City of Flagstaff Zoning Code, Section 10-40.30.050.B (Industrial Zones) to Authorize "Seasonal Amusement/ Entertainment and Sales, Indoor" Uses, Subject to Approval of a Conditional Use Permit

Dear Dan:

On behalf of The North Pole Experience, we are pleased to submit this application for amendment to the City of Flagstaff Zoning Code ("Code") to modify the LI, Light Industrial zone to permit "Seasonal Amusement/Entertainment and Sales, Indoor" uses, subject to approval of a Conditional Use Permit.

This request is to add a new "Other" land use to the table of uses provided for in Section 10-40.30.050.B, Industrial Zones – Allowed Uses to add "Seasonal Amusement/Entertainment and Sales, Indoor" which will allow specifically defined temporary seasonal uses, inclusive of The North Pole Experience, to request the consideration of a Conditional Use Permit ("CUP") by the Planning and Zoning Commission. More specifically, this is a request to modify the table as shown below:

Table 10-40.30.050.B. Industrial Zones – Allowed Uses						
Land Use[1]	Specific Use Regulations	Industrial Zones				
		RD	LI	LI-O	HI	HI-O
Other						
Seasonal Amusement/Entertainment and Sales, indoor	10-40.60.XXX	--	UP	--	--	--

As you are aware, currently such uses are not permitted in the LI zoning district. In addition, we are proposing to modify the Code (i) to define "Seasonal Amusement/Entertainment and Sales, Indoor" and (ii) to establish specific use standards (beyond those applicable to a CUP application), described below in Section A and B of this letter, to be added to Section 10-40.60.XXX to ensure compatibility between uses. No other changes are requested with this application.

A. Establishment of a New Definition for "Seasonal Amusement/Entertainment and Sales, Indoor". As a new use category, a clarifying definition is required. We proposed adding to the Code, in Section 10-80.20.190, the following definition:

> *"Seasonal Amusement, Entertainment and Sales, Indoor: is an indoor annual reoccurring seasonal commercial amusement, entertainment or festival event (e.g. art festivals/performances/workshops, Christmas fair, haunted house, or similar activity approved by the Zoning Administrator), including the season sales of merchandise, that occurs only once in a calendar year for a specified timeframe, which is generally less than 4 months."*

The North Pole Experience would fit the proposed "Seasonal Amusement/Entertainment and Sales, Indoor" definition as it is: (i) indoors; (ii) provides a reoccurring seasonal "amusement" and "entertainment" type of event (a "tour" of the North Pole, working with Santa, Mrs. Santa, "elves", etc.); (iii) includes some accessory merchandise sales and (iv) occurs annually for less than four (4) months.

B. New Criteria (Beyond the Standard CUP Criteria in Section 12-20.40.050.E) for "Seasonal Amusement/Entertainment and Sales, Indoor". This amendment would add "Seasonal Amusement/Entertainment and Sales, Indoor" subject to a CUP in the LI zone. Because such uses can be in conflict with other LI zone uses, it is appropriate to establish use specific criteria for proposed "seasonal" facilities in these situations to ensure compatibility between and amongst all users.

As the applicant, our client is open to discussing the conceptual language below. The following is an initial suggestion of criteria for inclusion into Section 10-40.60.XXX for these specific uses. The proposed text is intended to minimize the impact of a customer-oriented use in the LI zone, particularly related to: (i) parking/circulation; and (ii) use compatibility.

New Section 10-40.60.XXX: Seasonal Amusement, Entertainment and Sales, Indoor.

A. Applicability. The following apply to all Seasonal Amusement, Entertainment and Sales, Indoor, in the Light Industrial (LI) Zone.

B. Access. To avoid conflicts between passenger vehicles, large trucks and pedestrians, (public) access to the building area of the use, or any portion thereof, by employees,

licensees and invitees of the use shall not be located on the same façade or side of the building that has loading bays, service areas or truck yard facilities.

C. Parking.

1. Minimum Number. The minimum of number of parking spaces required is 1 space per 4 persons based on maximum person capacity of the tenant area, or the number specified in a parking demand study approved by the Planning Director.

2. Minimum Customer Parking. A minimum of 60 percent of the required parking, or the number specified in the parking demand study approved by the Planning Director, shall be provided as customer parking.

   a. Customer parking for the use shall be:

      (1) clustered together, and located nearest to the uses primary public entry/exit;

      (2) shall not be located on side of the building that has loading bays, service areas or truck yard facilities; and

      (3) signed and exclusively reserved for uses customers during use's event hours of operation.

   b. The property owner shall submit and obtain approval from the Planning Director of a pedestrian circulation, signage and traffic control plan. The plan shall identify the pedestrian route from the customer parking to the primary public entry and exit. Also, the plan shall include signage and marking in accordance with the following:

      (1) When a pedestrian route from the customer parking to the primary public entry and exit crosses a primary drive aisle that serve the remainder of the development, the pedestrian route shall include signage and markings to notify the pedestrian of potential vehicle traffic and hazards. In addition, a pedestrian route across a drive aisle, at a minimum shall be signed and marked in accordance with the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD) for crosswalks. Additional signage and markings shall be provided to visually communication to vehicle traffic that pedestrians may be present.

D. Temporary Nature. A Seasonal Amusement/Entertainment and Sales, Indoor use event, including public or private event functions, shall limited a total of 98 days in any one calendar year, and no more than 98 consecutive days. The said timeframes do not include time for setup, training, breakdown and closing activities before and after the event.

E. Compatibility with Existing Uses: In addition to the criteria of Section 10-20.40.050.E. in order to approve a Conditional Use Permit for the Seasonal Amusement, Entertainment and Sales, Indoor use, the Planning and Zoning Commission shall find:

1. There are no anticipated health, safety, or welfare operational conflicts between the propose use or existing uses on the property, or the existing use on the adjacent properties; and
2. There are no anticipated health, safety, welfare or undue risk to the use's customers arising from the proximity to the existing use on the property and on adjacent properties.

With the above additional criteria, proposed "Seasonal Amusement/Entertainment and Sales, Indoor" permitted uses will be evaluated on a site-specific basis for placement on-site to: (i) avoid conflicts with loading and service areas; (ii) ensure that parking is both convenient; (iii) to ensure that the permitted use is safely located; and (iv) to confirm compatibility with other LI uses.

C. Regional Plan. The following provides an analysis of the Regional Plan's goals and policies as they relate to this requested text amendment for consideration by staff, Planning Commissioner's and City Council members as they evaluate this proposed modification to the Code. In review of the Regional Plan, the following Goals and Policies provide support for this proposal, particularly those related to Land Use and Economic Development, as discussed below.

Chapter IX – Growth Areas & Land Use – Reinvestment Goals and Policies

Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete, and connected places.

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

Existing areas will benefit from reinvestment by allowing, on a case-by-case basis, new land uses that could complement existing LI land uses and that would allow land owners to find uses for underutilized or challenged properties. By expanding possible land uses in the zone, existing underutilized properties that are not viable for a change in zoning may attract investment and/or remodeling. Furthermore, this application would provide "greater flexibility" that would assist developers in addressing redevelopment/infill challenges by adding another set of land use options for LI zoned properties. Adding the option to consider "Seasonal Amusement/ Entertainment and Sales, Indoor" uses on a case-by-case basis provides a way to encourage

property owner investment in existing areas and to promote reinvestment consistent with this Goal and Policy recommendation.

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

If approved, this amendment will provide an opportunity to broaden the mix of land uses allowed in the LI zone with seasonal event types of public amenities. There are locations where the addition of an "Seasonal Amusement/Entertainment and Sales, Indoor" use would broaden the mix of land uses while creating opportunities to add seasonal amusement/entertainment type amenities to the community at locations appropriate for such uses, as intended by this Goal and Policy.

Chapter XIV – Economic Development – Business Attraction Goals and Policies

Goal ED.3. Regional economic development partners support the start-up, retention, and expansion of existing business enterprises.

Policy ED.3.8. Protect existing business and industrial land uses from encroachment and allow for their expansion.

While this request does support the goal of "support" for "start-up, retention, and expansion of existing business enterprises" (specific to The North Pole Experience), there is a conflict with the underlying policy, which seeks to protect business and industrial land uses from other uses that may limit their expansion options (or be an incompatible land use). Usually, adding a new type of land use can encourage property owners and/or developers to focus leasing effort or new construction efforts on such uses. However, this proposed text amendment mitigates this concern by requiring a case-by-case review (the CUP approval process) as well as by limiting the use to seasonal (3 month periods) that would most likely result in the adaptive reuse of existing, underutilized space and not compel construction of new buildings dedicated to "Seasonal Amusement/Entertainment and Sales, Indoor" types of uses.

Goal ED.4. Support efforts to recruit diverse new businesses and industries compatible with the region.

Policy ED.4.2. Promote variety and flexibility in land use and development options within the urban growth boundary.

This requested amendment provides an opportunity for consideration of specific land use types in the LI zoning district that may be new types of businesses that are local and/or regional

customer draws. The amendment will also promote "variety and flexibility in land use" in the LI zone, properties have more development/use potential which is useful in business attraction and retention as encouraged by the above Goal and Policy.

Chapter XIV – Economic Development – Tourism Goals and Policies

Goal ED.6. Tourism will continue to provide a year-round revenue source for the community, while expanding specialized tourist resources and activities.

Policy ED.6.1 Support and promote the diversification and specialization of the tourism sector, with heritage, eco-, and adventure tourism.

This request will "support and promote" tourism by providing opportunity for the relocation and/or retention of tourist attractions in the City of Flagstaff. There are all sorts of tourist concepts that fit a "Seasonal Amusement/Entertainment and Sales, Indoor" definition that may desire to locate to the Flagstaff area; this amendment will allow for consideration of LI zoned sites for those concepts as appropriate, which is encouraged by these Goals and Policies.

Chapter XIV – Economic Development – Redevelopment and Infill Goals and Policies

Goal ED.9. Promote redevelopment and infill as a well-established means to accomplish a variety of community economic, planning, and environmental goals.

By adding the option for consideration (on a case-by-case basis) "Seasonal Amusement/Entertainment and Sales, Indoor" in the LI zone, an option for other land uses is available for LI zoned properties. For those properties that are challenged with finding tenants, this text amendment provides an opportunity to reactivate and/or redevelop existing developments as supported by this Goal.

Employment Area Types

The "Light-Medium Industrial" area type (typically the location of LI zoned properties) is intended for a wide variety of light industrial uses, including "manufacturing, warehousing and distributing." The proposed text amendment supports the vision of these types of areas as it is similar to "warehousing" functions and does not include uses that are of a "Heavy Industrial" type (such as those that generate liquid or solid wastes, emissions or use significant inputs into final projects). The proposed uses are complementary to other LI uses.

In summary, this requested amendment is supported by a number of Goals and Policies of the Regional Plan.

C. Findings for Text Amendments. The Code requires that the following three (3) findings be made (Section 10-20.50.040.F.1.b) when approving a proposed text amendment.

Finding 1: *The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;*

As discussed in detail above, the proposed text amendment is consistent with and conforms to the Regional (General) Plan. Specifically, it advances a number of the Regional Plan's Goals and Policies related to Growth and Land Use, Transportation and Economic Development. The addition of "Seasonal Amusement/Entertainment and Sales, Indoor" land uses, subject to a Conditional Use Permit review, will allow for LI zoned properties to be considered for use or development with those uses, so long as they meet the required criteria and are deemed appropriate for the site by the Planning Commission (or City Council if appealed).

Finding 2: *The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and*

The proposed amendment will introduce more customer traffic to LI zoned properties, which may contain incompatible uses. To ensure that "Seasonal Amusement/Entertainment and Sales, Indoor" are located in the appropriate sites, and are safely located on a site and provide safe ingress/egress, additional criteria have been proposed to assist with the review and consideration of such factors. Because of this extra layer of review, there will not be any detrimental impacts to public health, safety or welfare from this amendment.

Finding 3: *The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.*

This proposed amendment creates the ability to file for a Conditional Use Permit in the LI zoning district, an option that only exists today in the lesser LI-O zoning district. The amendment will modify the land use table as noted above. It will also introduce standards associated with "Seasonal Amusement/Entertainment and Sales, Indoor" uses when proposed for sites that are zoned LI. The proposal is consistent with the current intent of the LI zone, and adds provisions to Section 10-40.60 specific to these uses in the LI zone, which are consistent with other specific uses and use patterns regulated by the Code.

D. Summary. This is a request to add "Seasonal Amusement/Entertainment and Sales, Indoor" to the LI zone, subject to a Conditional Use Permit approval. This application also proposes to establish development and review standards for "Seasonal Amusement/Entertainment and Sales, Indoor" uses to ensure public safety and compatibility with neighboring business.

Approval of this requested amendment will allow such uses to consider LI zoned sites, expanding options. In this case, the applicant, The North Pole Experience, will be able to relocate to a larger space within the municipal boundaries of the City of Flagstaff, which will: (i) permit expanded growth from the current 70,000 annual visitors to an anticipated 100,000; (ii) retain over 280 seasonal jobs (focused primarily on high-school and college age employees) in the City of Flagstaff; (iii) retain approximately $500,000 in seasonal payroll (over a 6 week period); as well

as (iv) capture new sales taxes from increased ticket and merchandise sales (estimated at $300,000).

We look forward to discussing this requested text amendment at the forthcoming Planning Commission and City Council meetings.

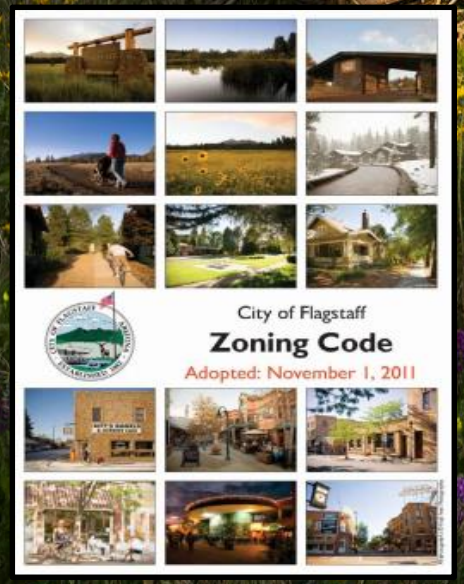
Respectfully submitted,

Snell & Wilmer

Noel J. Griemsmann, AICP
Sr. Urban Planner

City Council

City's and Applicant's Request to Amend the Zoning Code

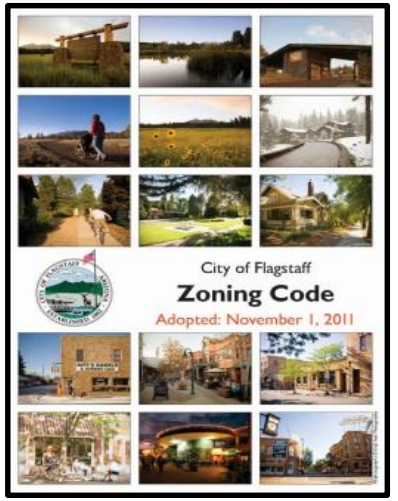


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Dan Symer, AICP
Zoning Code Manager

TEAM FLAGSTAFF
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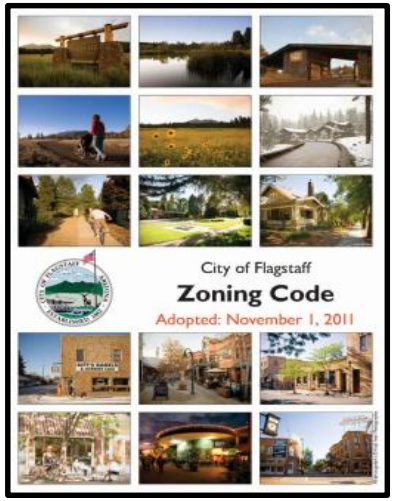
Request:



Staff – City's Proposed Zoning Code Text Amendment:

- **Correct the Adoption of the Industrial Zones,**
- **Resolve Conflicts, Incorporating Technical and Clarity Corrections, and**
- **Add to the definitions.**

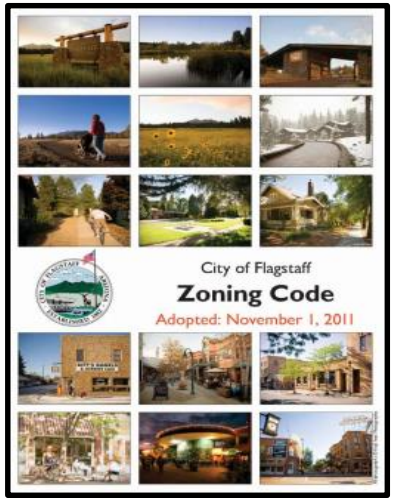
Request:



Applicant - Proposed Zoning Code Text Amendment:

- **Add the Amusement/Entertainment and Sales, Indoor land use as a Conditional Use Permit to the Light Industrial (LI) zone,**
- **Incorporating Related Provisions to the Specific to Uses Section, and**
- **Add the Proposed Use to the Definitions.**

City's Proposed Zoning Code Text Amendment



Industrial Zones:

- **Delete and Adopt the list of Allowed Land Uses**
- **Delete and Adopt the Build Form Standards**
- **Change the Land Use Term of Lodging to Travel Accommodations**

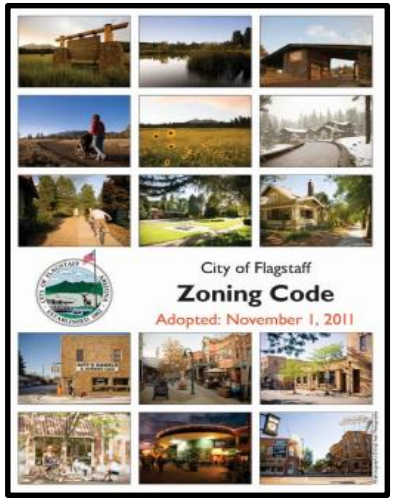
City's Proposed Zoning Code Text Amendment



Technical Additions and Modifications:

- **Sustainable Features:**
  - **Swales Added to Residential and Commercial Zones**
  - **Rain Gardens Added to Public Lands Forest and Public Open Space Zones**
  - **Riffle Pools Added to Public Lands Forest and Public Open Space Zones**
  - **Wind Energy Production Facility Added to the T1 (Natural) Zone**

City's Proposed Zoning Code Text Amendment



Technical Additions and Modifications (Staff's Amendments):

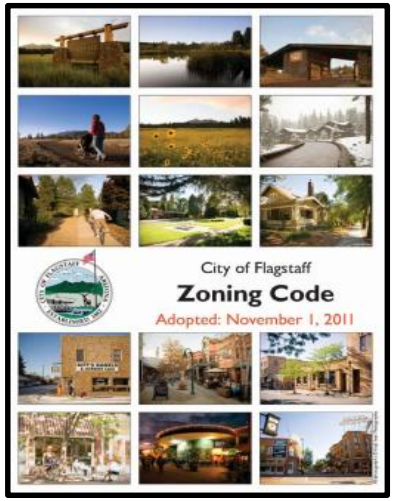
- **Allowed Uses and Definition**
  - **Add Bed and Breakfast as an Allowed Use to T6 Downtown Zone**
  - **Add a definition for a Fuel Pump Sign**
  - **Add a definition for Travel Accommodations**

City's Proposed Zoning Code Text Amendment

Technical Additions and Modifications:

- **Miscellaneous**
  - **Various Scrivener's, References and Cross Reference, Street Cross Section, Table Errors and Formatting Changes**

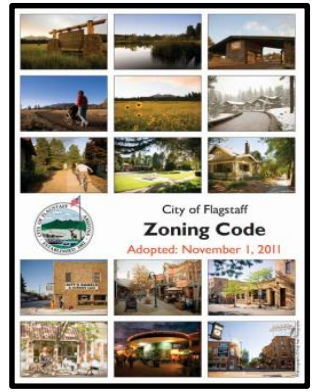
Applicant's Proposed Zoning Code Text Amendment



Light Industrial (LI) Zone*:*

- **Add the Amusement/Entertainment and Sales, Indoor land use as a Conditional Use Permit**

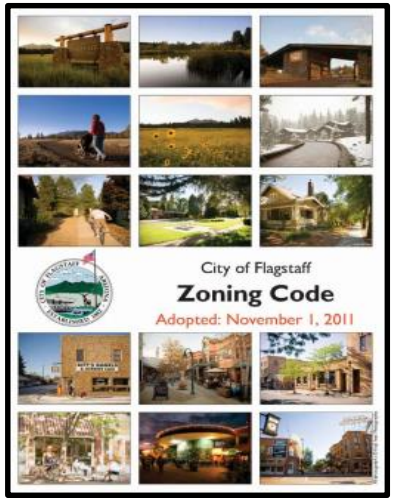
Applicant's Proposed Zoning Code Text Amendment



Definition:

Seasonal Amusement, Entertainment and Sales, Indoor: is an indoor annual reoccurring seasonal commercial amusement, entertainment or festival event (e.g. art festivals/performances/workshops, Christmas fair, haunted house, or similar activity approved by the Zoning Administrator), including the seasonal sales of merchandise, that occurs only once in a calendar year for a specified timeframe, which is generally less than 4 months.

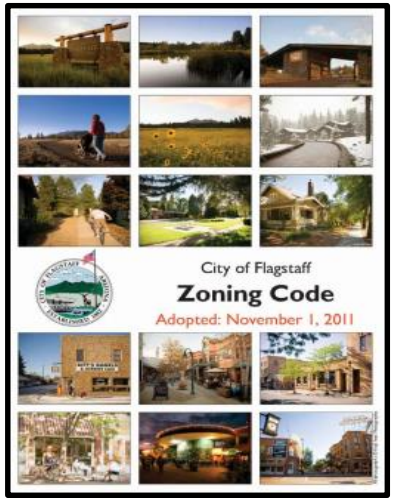
Applicant's Proposed Zoning Code Text Amendment



Specific to Uses Criteria:

- Temporary Nature, 98 Consecutive Days
- Intend to Avoid Conflict Between Vehicles and Pedestrians
- Parking
- Compatibility with Existing Uses

Zoning Code Text Amendment Findings

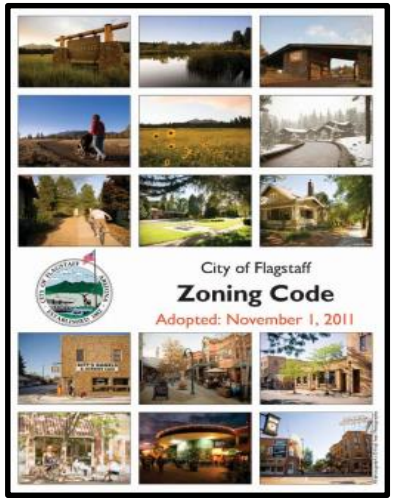


1. **The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;**

2. **The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City;**

3. **The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.**

Proposed Zoning Code Text Amendment



Planning and Zoning Commission:

- **The supportive of the request; and**
- **Recommends Approval, 4-0.**

Anticipated Timeframe of Code Text Amendments

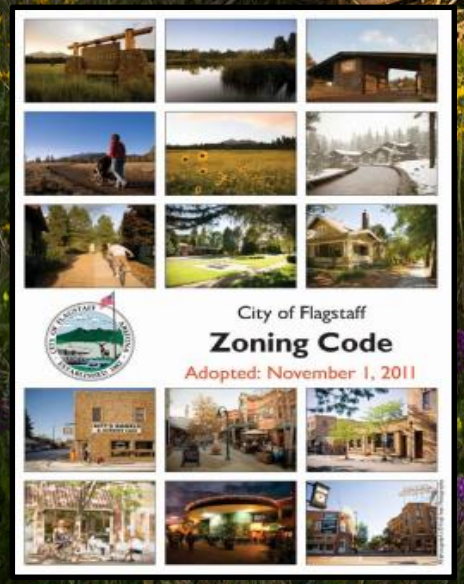
- June 25, 2019 – City Council Public Hearing
  (1st Reading of Ordinance)
- July 2, 2019 – City Council
  (2nd Reading of Ordinance/Adoption)
- August 2, 2019 – Ordinance Effective Date

City Council

Comments, Questions and Discussion

City Council

City's and Applicant's Request to Amend the Zoning Code



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Dan Symer, AICP
Zoning Code Manager

15. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Elaine Averitt, Planning Development Manager
Date:	06/26/2019
Meeting Date:	07/02/2019

TITLE:

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:

1) Read Ordinance No. 2019-20 by title only for the final time
2) City Clerk reads Ordinance No. 2019-20 by title only (if approved above)
3) 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 2nd Read

City Council Meeting - July 2, 2019

TEAM FLAGSTAFF
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LOCATION & SURROUNDING USES



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,

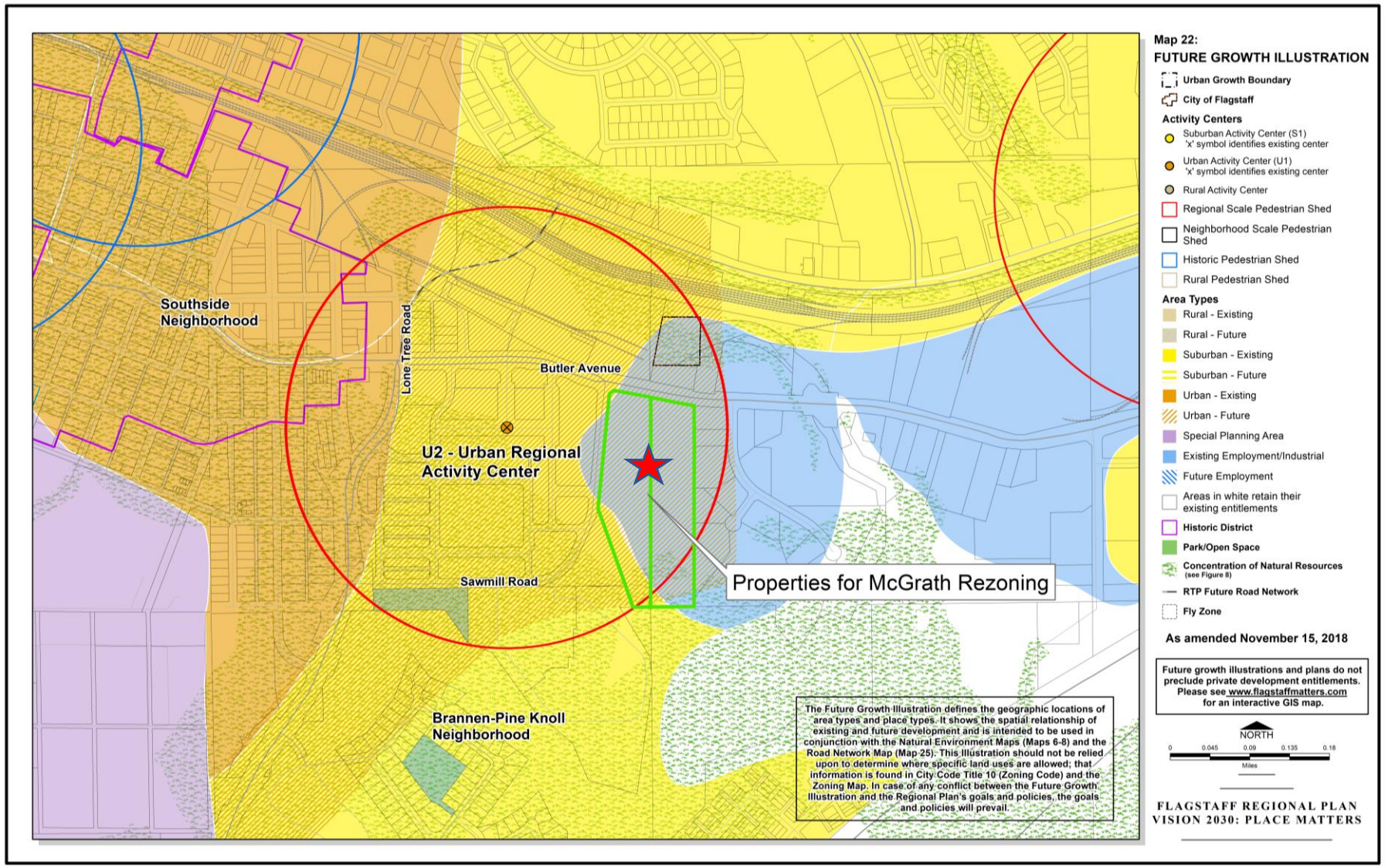
(+) The commercial project will include employment type uses including Goodwill Industries which anticipates 50 employees and provides job training

~~**(=)** 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.

FLAGSTAFF REGIONAL PLAN 2030 – Future Growth Illustration Map



REQUEST:

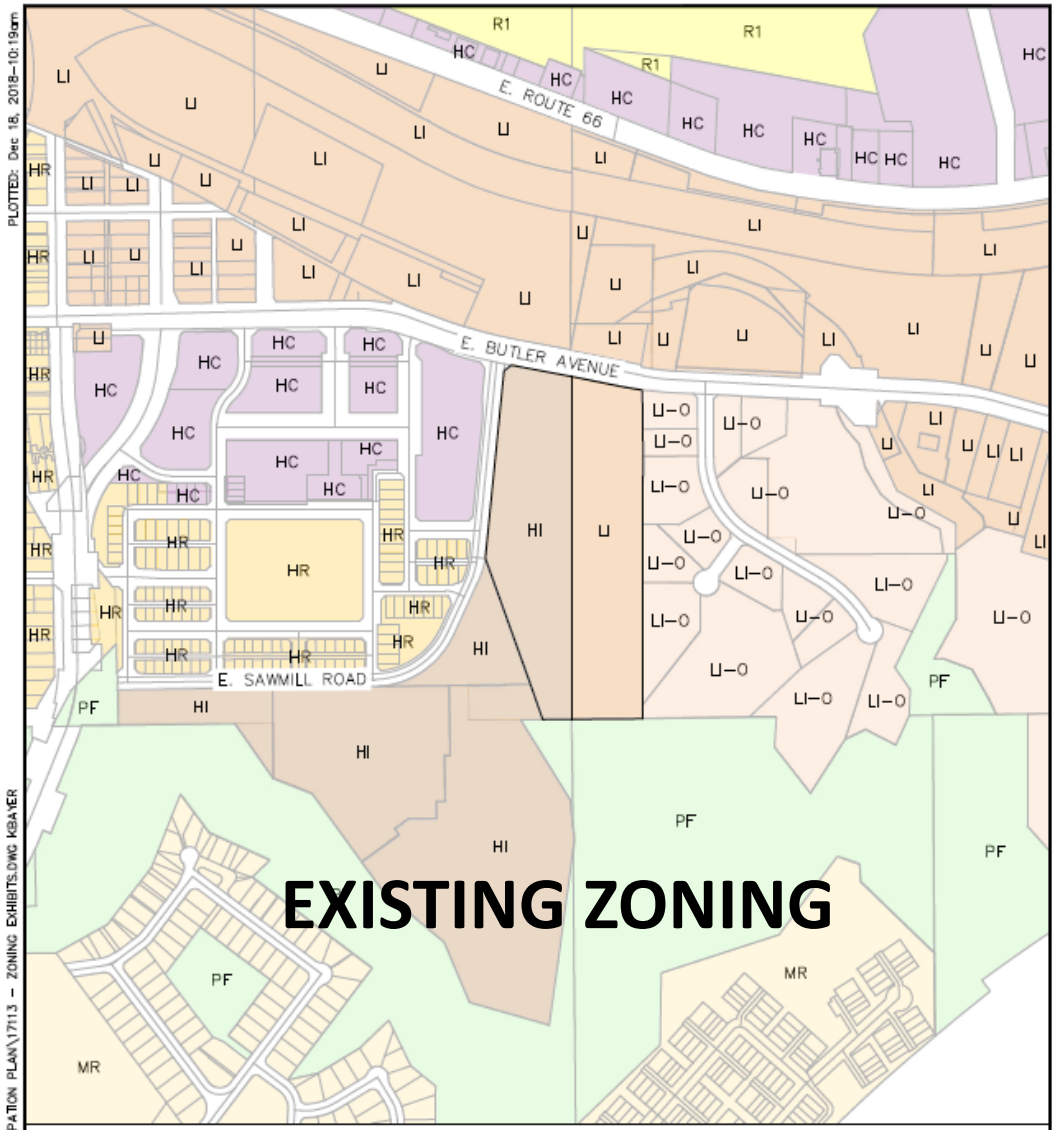
McGrath Real Estate Partners is requesting rezoning approval to permit a development with a minimum of 19,000 SF of commercial space in conjunction with a **333**-unit (**764** bedroom) multi-family project.

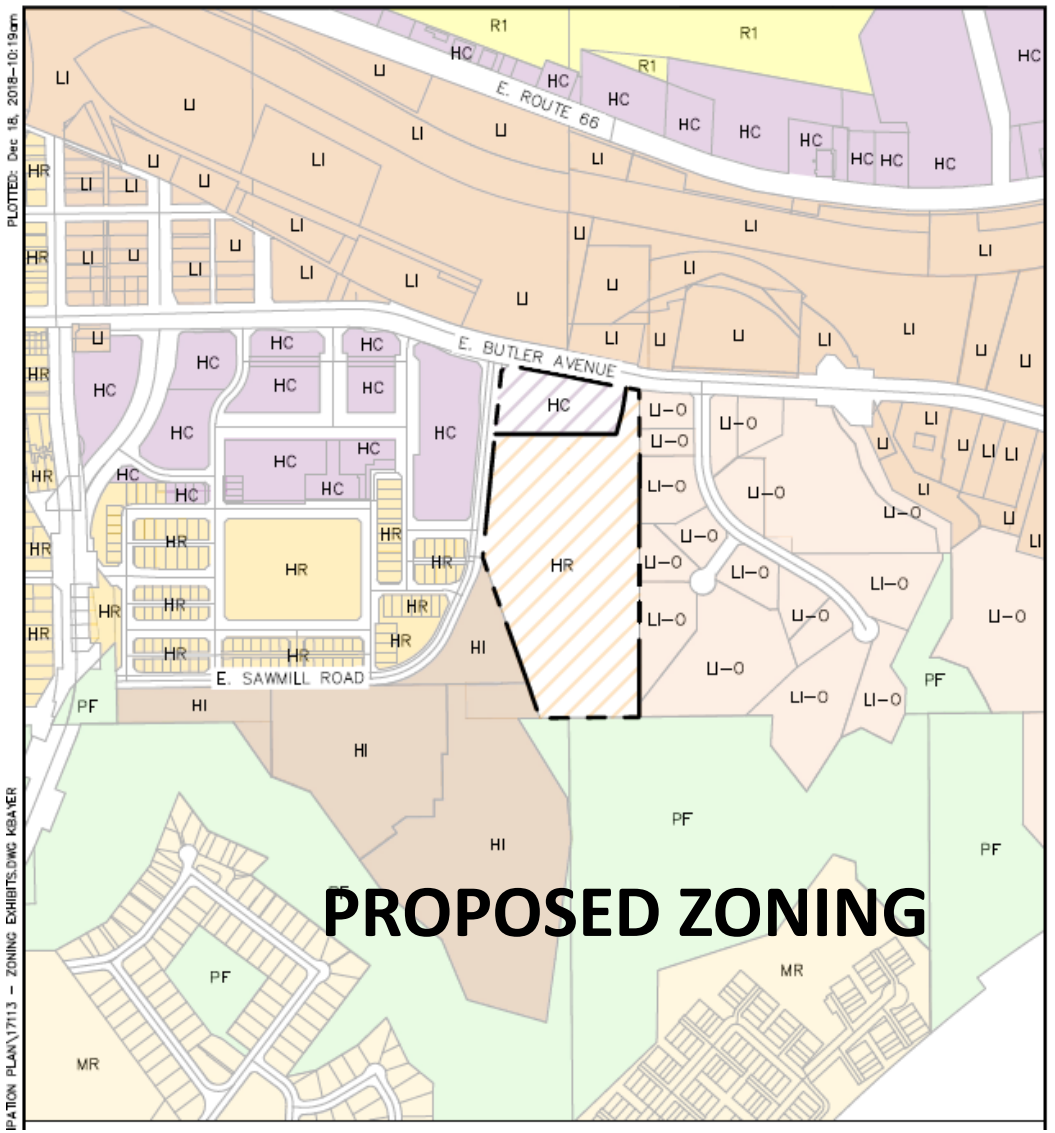
If approved, 14.51 acres will change from Light Industrial (LI) & Heavy Industrial (HI) to:

2.24 acres of Highway Commercial (HC)

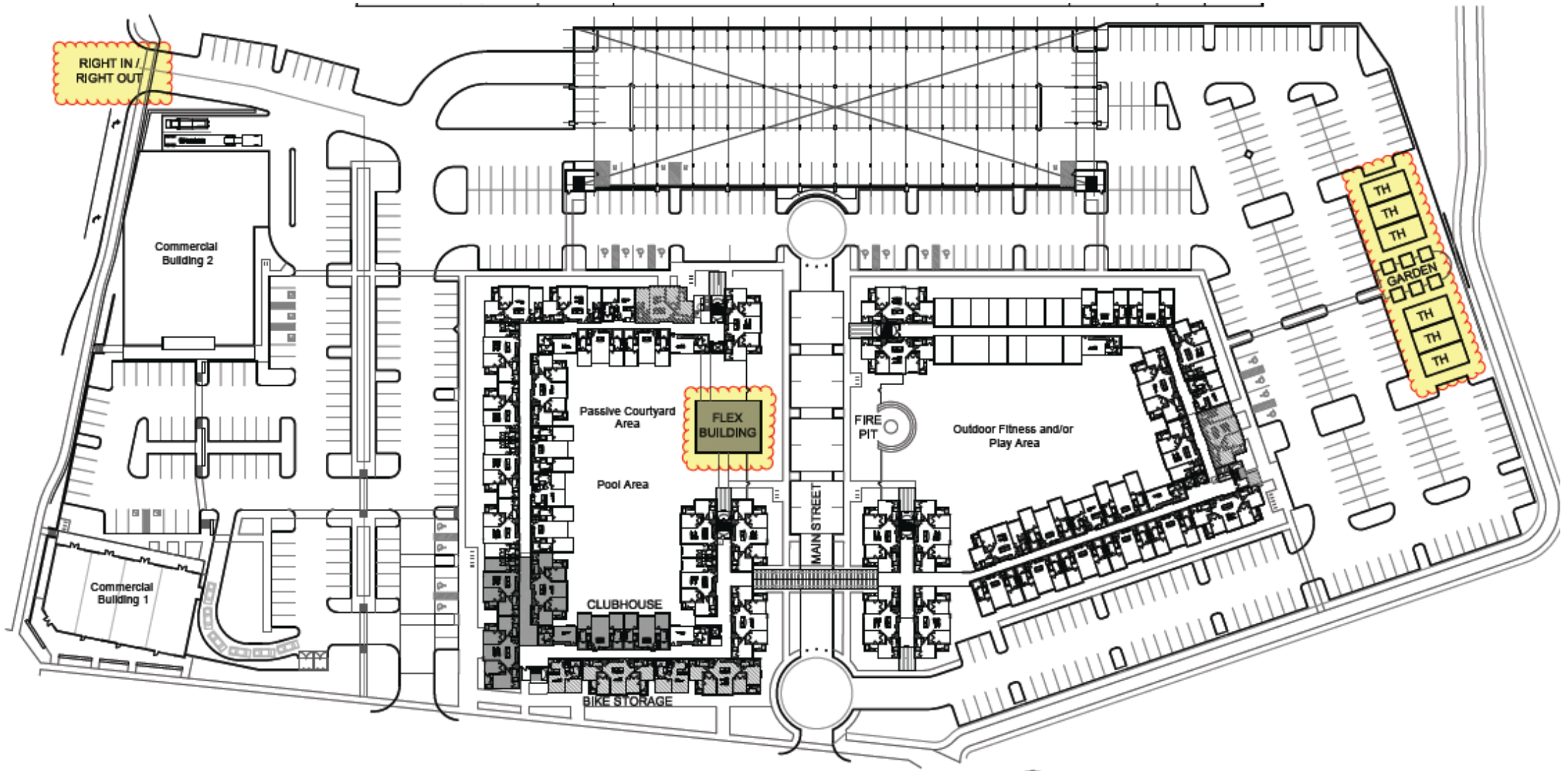
12.27 acres of High Density Residential (HR)

ZONING EXHIBIT





REVISED SITE PLAN



ZONING CODE STANDARDS COMPARISON

COMMERCIAL PORTION

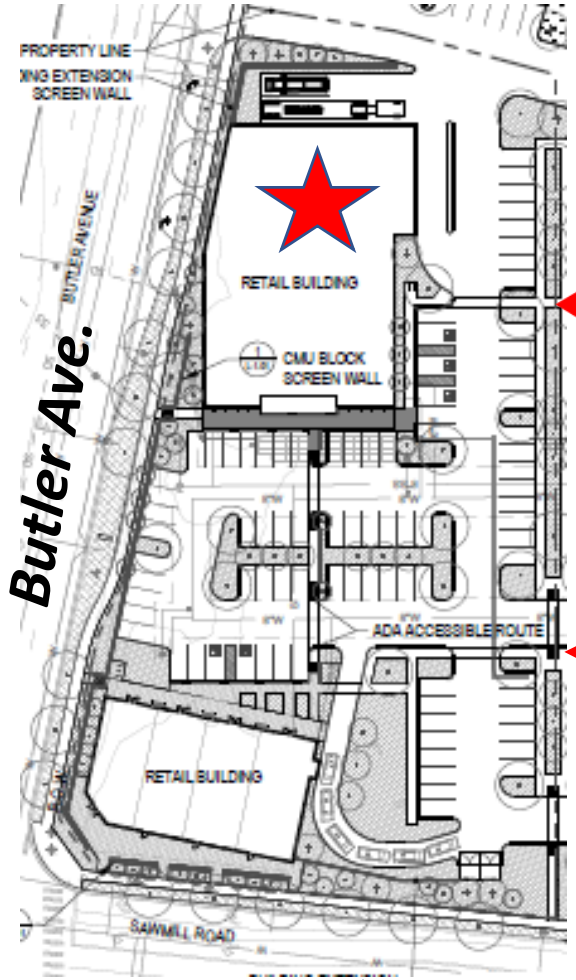
STANDARDS	EXISTING ZONING (LI/HI)	PROPOSED ZONING (HC)	PROPOSED PROJECT
Civic Space	0.0	5%	5%
Maximum Building Height	60’	60’/65’ (pitched roof)	32’
Floor Area Ratio (Total Building Square Feet/Site Area)	1.5	3.0	0.23

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



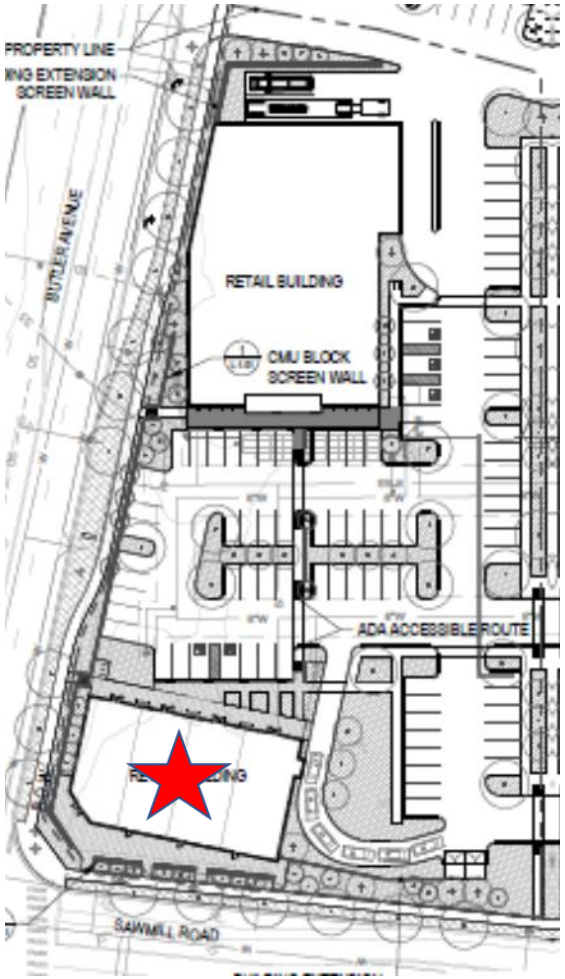
2 SIDE STREET ELEVATION

North Elevation: Faces Butler Ave.

Anchor
Conceptual Building Elevations
Flagstaff, Arizona

ARCHITECTURAL ELEVATIONS

Commercial Corner Building



North



ARCHITECTURAL ELEVATIONS

Residential Buildings

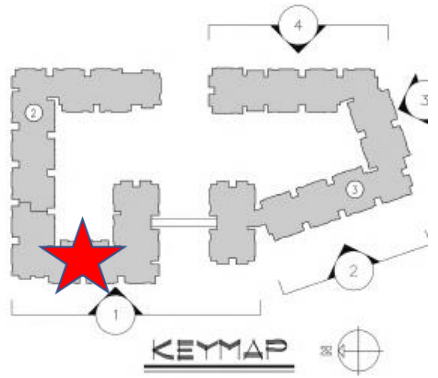
West elevation of the north tower; facing Sawmill Rd & Aspen Place at the Sawmill

Height at peak of roof: 64’- 8”



Building Entrance & Clubhouse

Pedestrian Bridge at 3rd story connecting the two buildings



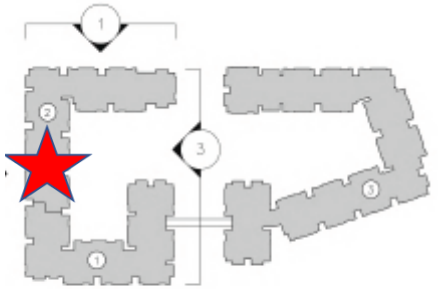
North

ARCHITECTURAL ELEVATIONS

Residential Buildings

North elevation of the north tower; facing Butler Ave. & the commercial project





Building Entrance & Clubhouse

North

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

- City is requiring developer to contribute $200,000 towards the cost of future improvements along the Lone Tree Corridor

- 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

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

The Planning & Zoning Commission held Public Hearings to consider this Zoning Map Amendment request on May 22nd and 29th, 2019.

On May 29th, the Planning & Zoning Commission voted 5-0 to forward the request 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 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.

End of Zoning Map Amendment presentation

Development Agreement between City of Flagstaff and McGrath Real Estate Partners Resolution No. 2019-36

July 2, 2019

TEAM FLAGSTAFF

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DEVELOPMENT AGREEMENT

Defines roles and responsibilities of City and Developer

Addresses the development of 14.51 acres of property located at 825 and 829 E. Butler Avenue into a multi-family and commercial project.

The agreement is consistent with the Flagstaff Regional Plan 2030

The term of this Development Agreement is 30 years

DEVELOPMENT AGREEMENT

Major Points:

- Development Standards
- Transportation Improvements ($200,000 contribution) for improvements to the Lone Tree Corridor
- Expansion of the Flagstaff Urban Trail System
- Affordable Housing (10% of units & add'l $500,000 contribution) to City's Housing Section
- Safety Plan for Multi-Family Housing ($25,000 to COF Police Dept.)
- $10,000 contribution to Fire Department
- Two permanently undisturbed Open Space Areas
- Materials Management (best practices for diverting debris during construction & recycling)
- Potential Phasing of the two towers
- 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

DEVELOPMENT AGREEMENT

EXHIBITS:

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

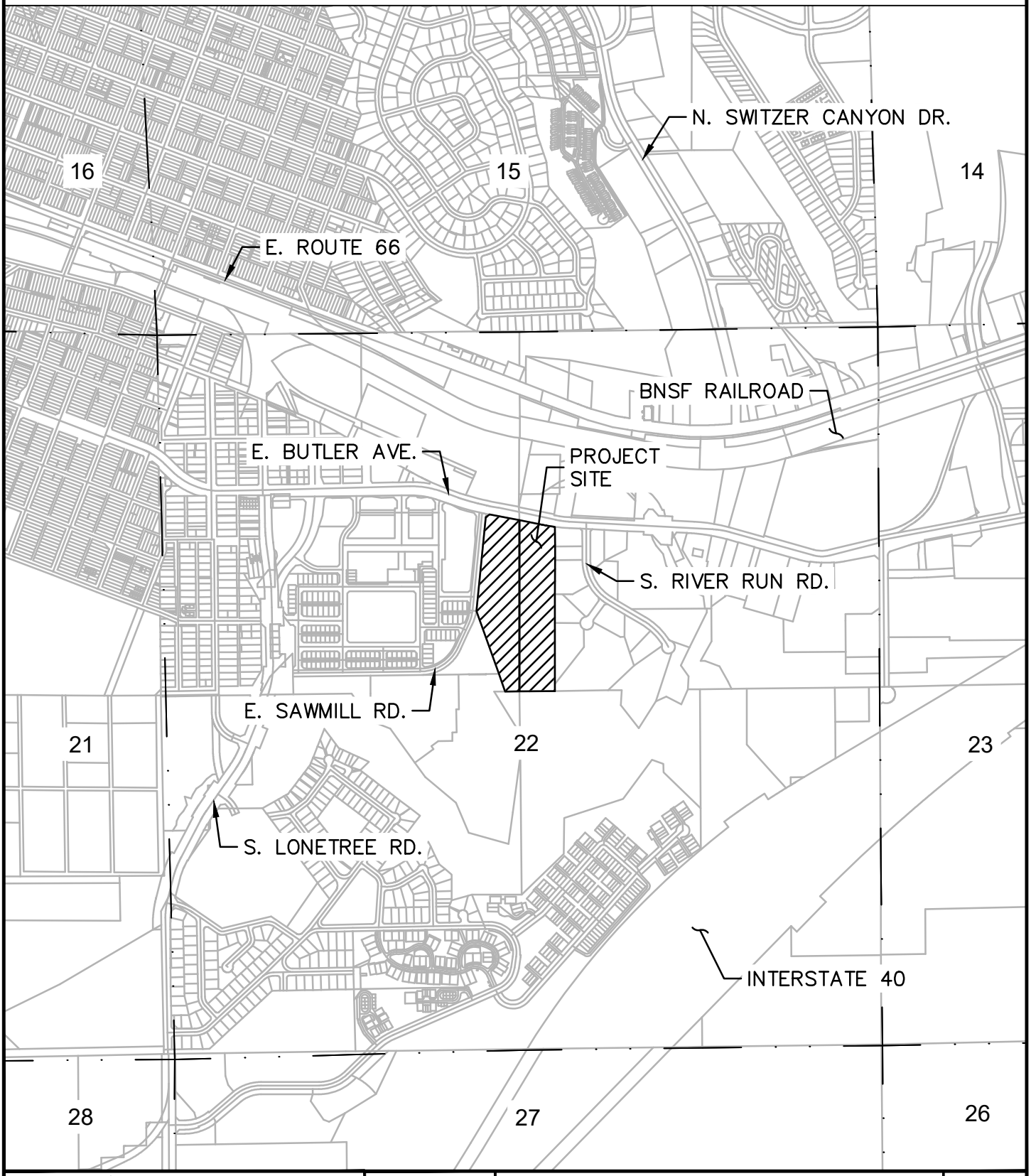
End of Development Agreement Presentation

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

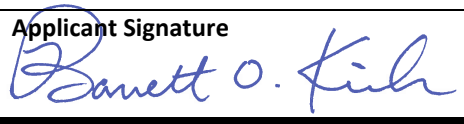
Requested Review ☒ Zoning Map Amendment ☐ Minor Regional Plan Amendment ☐ Continued

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:

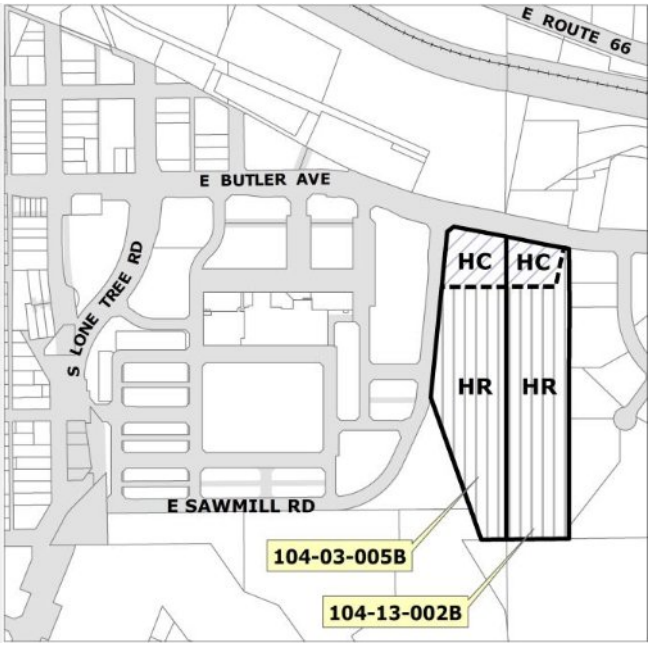
Approximately 14.51 acres located at 825 and 829 East Butler Avenue, Coconino County Assessor's Parcel Numbers 104-13-002B and 104-03-005B, located in the Section 22, T21N, R7E, of the G&SRM, Coconino County, Arizona, as shown on the adjacent map.

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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May 3, 2019

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;

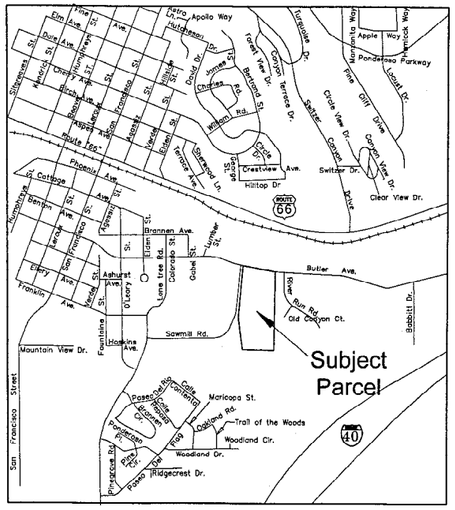
BEGINNING at the Northwest corner of the above referenced parcel;

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.

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.
- W - 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.
- FD - Fire Dept. Standpipe.
- Guardpost(Bollard).
- Irrigation Control Valve.
- Overhead Traffic Signal.
- ET - Traffic Signal Electric Box.
- Overhead Utility Lines.
- Chainlink Fence.
- FV - Fire Line Water Valve.
- Small Electric Panel
- SM - 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

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.

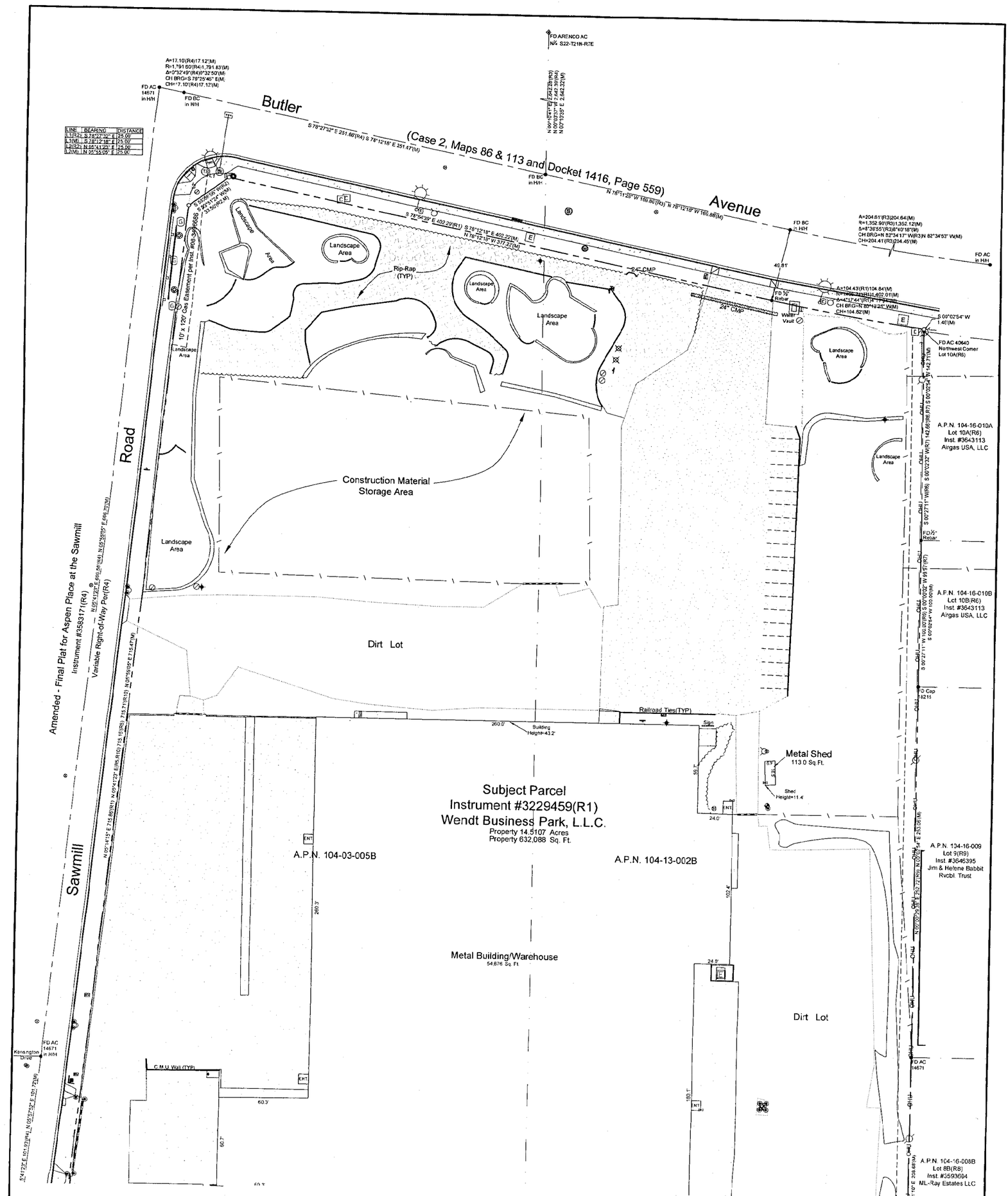
Distance to nearest street - The Subject Parcel is on a street corner.

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.

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:

- Found Sectional Corner as noted
- Found Corner as noted
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- Computed Point
- Column
- Mail Box
- Communication Box
- Electric Box
- Water Manhole
- Water Meter
- Water Valve
- Fire Hydrant
- Sign
- Street Light
- Traffic Signal Mast
- Traffic Signal
- Hand Rail
- Gate
- Electric Meter
- Guardrail
- Sewer Service
- Yard Hydrant
- Unknown Post
- Irrigation Control Box
- Guy Wire
- Power Pole
- Gas Valve
- Gas Meter
- Gas Posting
- Fire Dept. Standpipe
- Guidepost(Bollard)
- Irrigation Control Valve
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- Traffic Signal Electric Box
- Overhead Utility Lines
- Chainlink Fence
- Fire Line Water Valve
- Small Electric Panel
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- Light Pole Electric Box
- Unknown PVC Riser

(R1)- Instrument #3229459, C.C.R.
(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)
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(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)
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A note on Basis of Bearing and Coordinate System:

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System: Arizona LDP (Low Distortion Projection)

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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

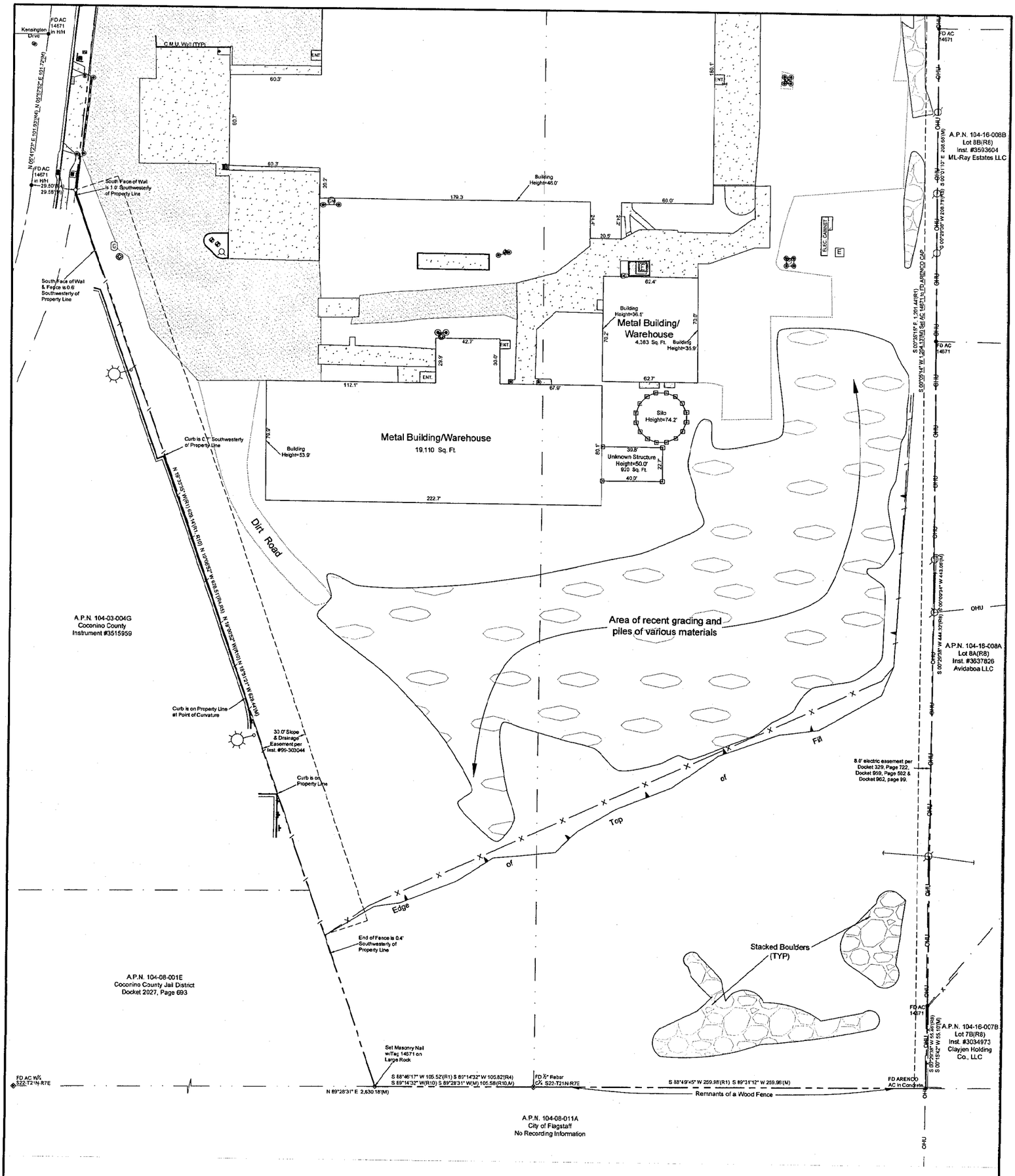
Northland Exploration Surveys, Inc.
528 East Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5858 FAX (928) 774-3089

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



LEGEND/RECORD INFORMATION:

- Found Sectional Corner as noted.
- Found Corner as noted.
- Set Rebar w/Cap 14671.
- Computed Point.
- Column.
- Mail Box.
- Communication Box.
- Electric Box.
- Water Manhole.
- Water Meter.
- Water Valve.
- Fire Hydrant.
- Sign.
- Street Light.
- Traffic Signal Mast.
- Traffic Signal.
- Hand Rail.
- Gate.
- Electric Meter.
- Guardrail.
- Sewer Service.
- Yard Hydrant.
- Unknown Post.
- Irrigation Control Box.
- Guy Wire.
- Power Pole
- Gas Valve.
- Gas Meter.
- Gas Posting.
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- Traffic Signal Electric Box.
- Overhead Utility Lines.
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- Small Electric Panel.
- Sanitary Sewer Manhole.
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- Unknown PVC Riser.

(R1)- Instrument #3229459, C.C.R.
(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 16)
(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.

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 bearings 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.

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
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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

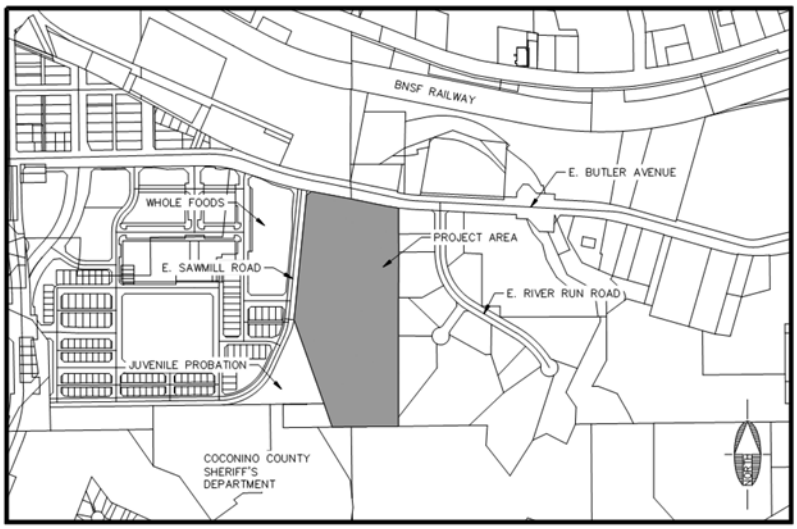
PROJECT SUMMARY

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

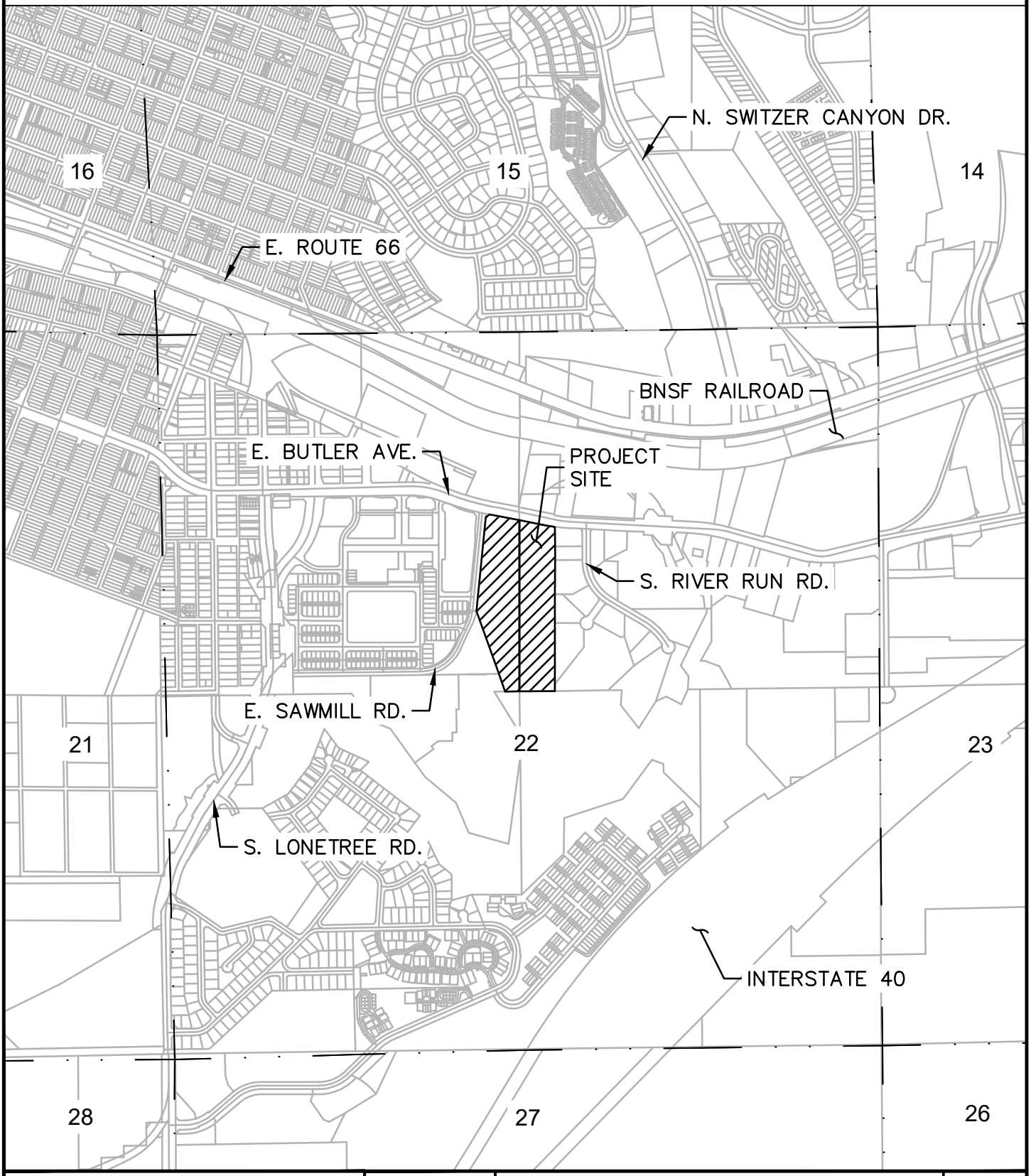
950 Corbindale | Suite 300 | Houston, Texas 77024
P 713 782 5800 | F 713 268 5111
www.assetpluscorp.com

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

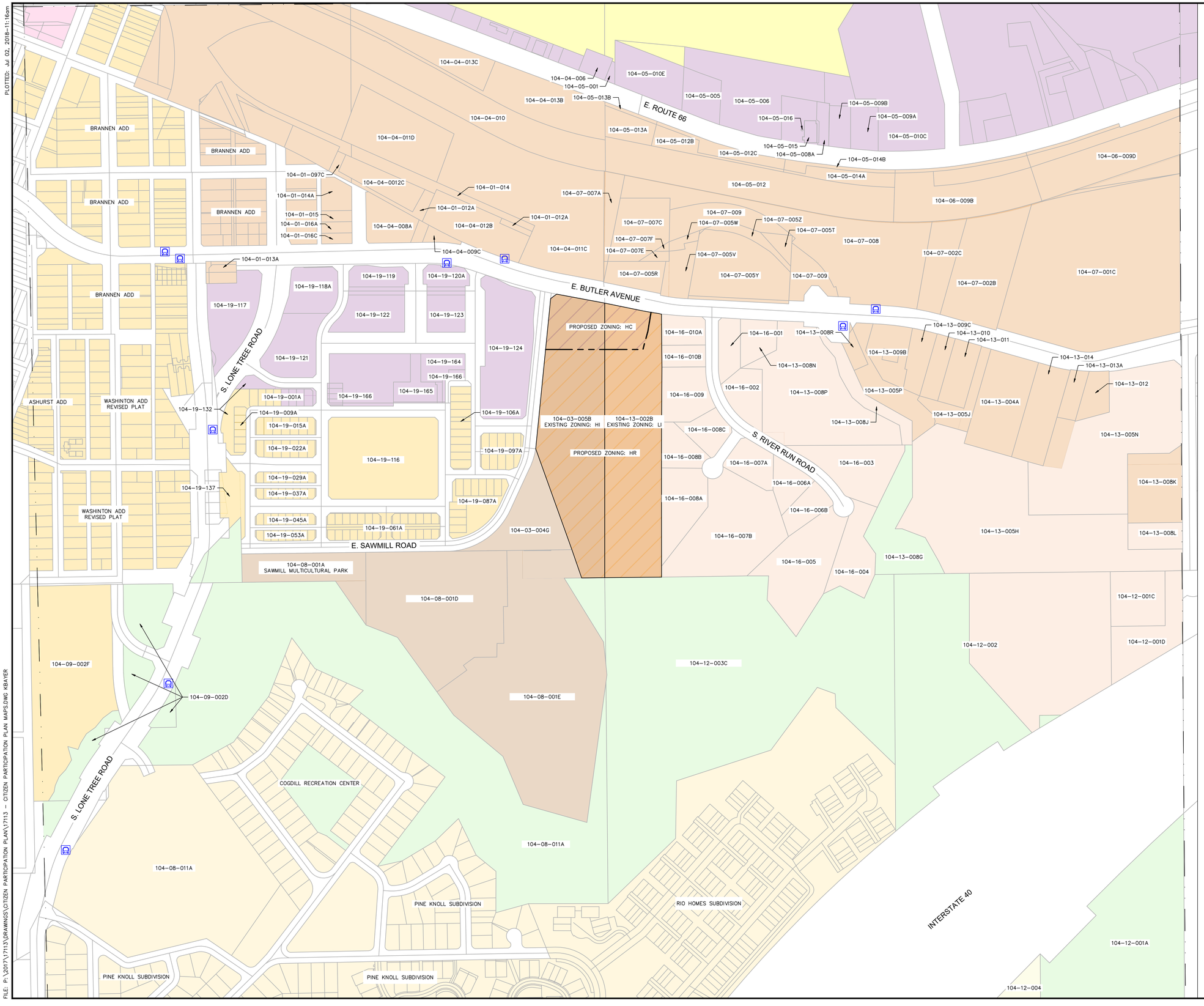
JOB NO.	17113
DATE	JUL 18
SCALE	1"=1000'
DRAWN	KMB
DESIGN	KMB
CHECKED	SCI

McGRATH MULTI–FAMILY HOUSING & RETAIL — FLAGSTAFF ARIZONA

VICINITY MAP

SHEET 1 OF 4

PLOTTED: Jul 02, 2018–11:16am



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.

NORTH

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
928.773.0334
928.774.6934 fax
www.swgz.com

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

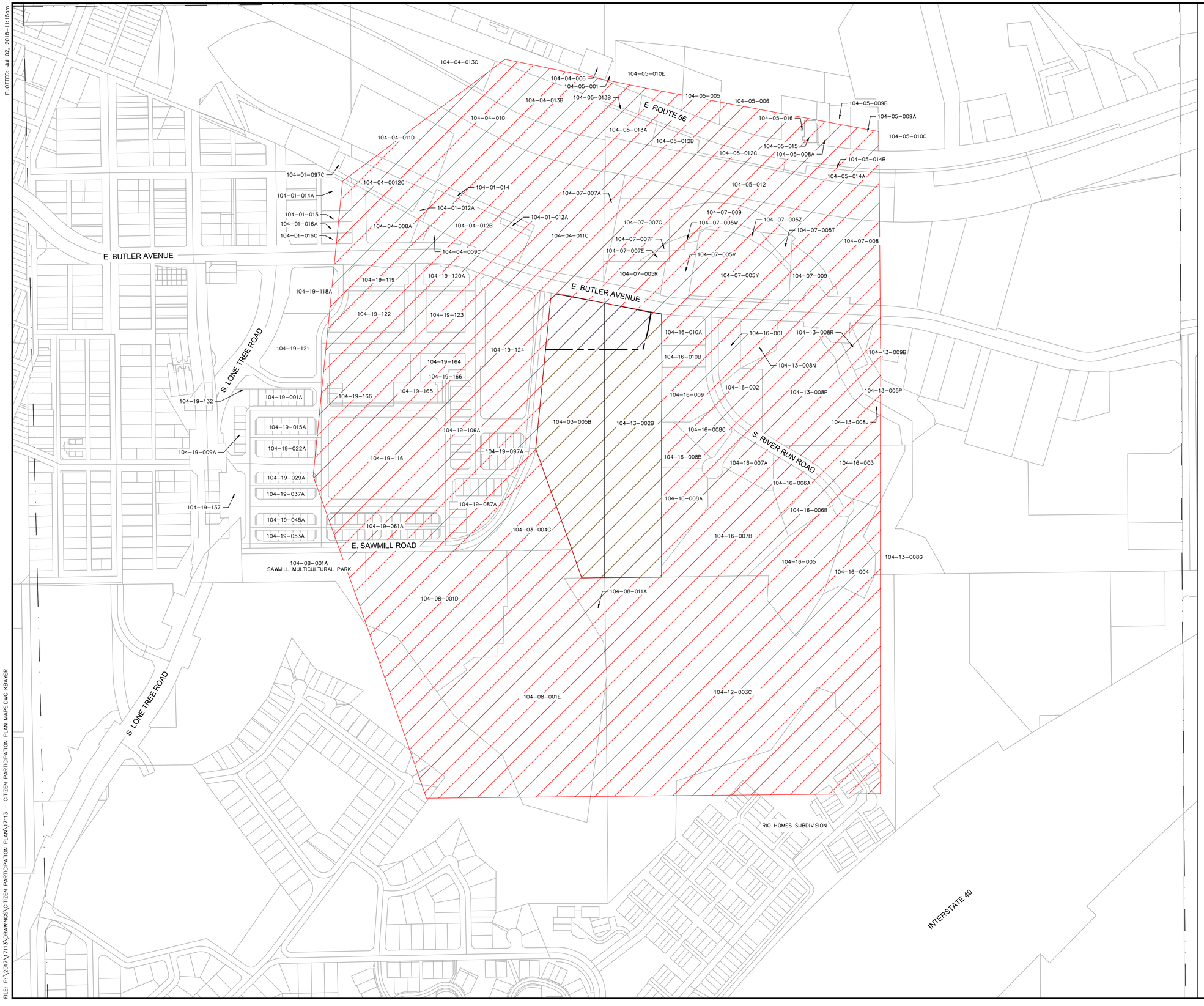
Call at least two full working days before you dig (Arizona law)
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO. ZTM

SHT NO. 2 OF 4

FILE: P:\2017\7113\DRAWINGS\CITIZEN PARTICIPATION PLAN\7113 – 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

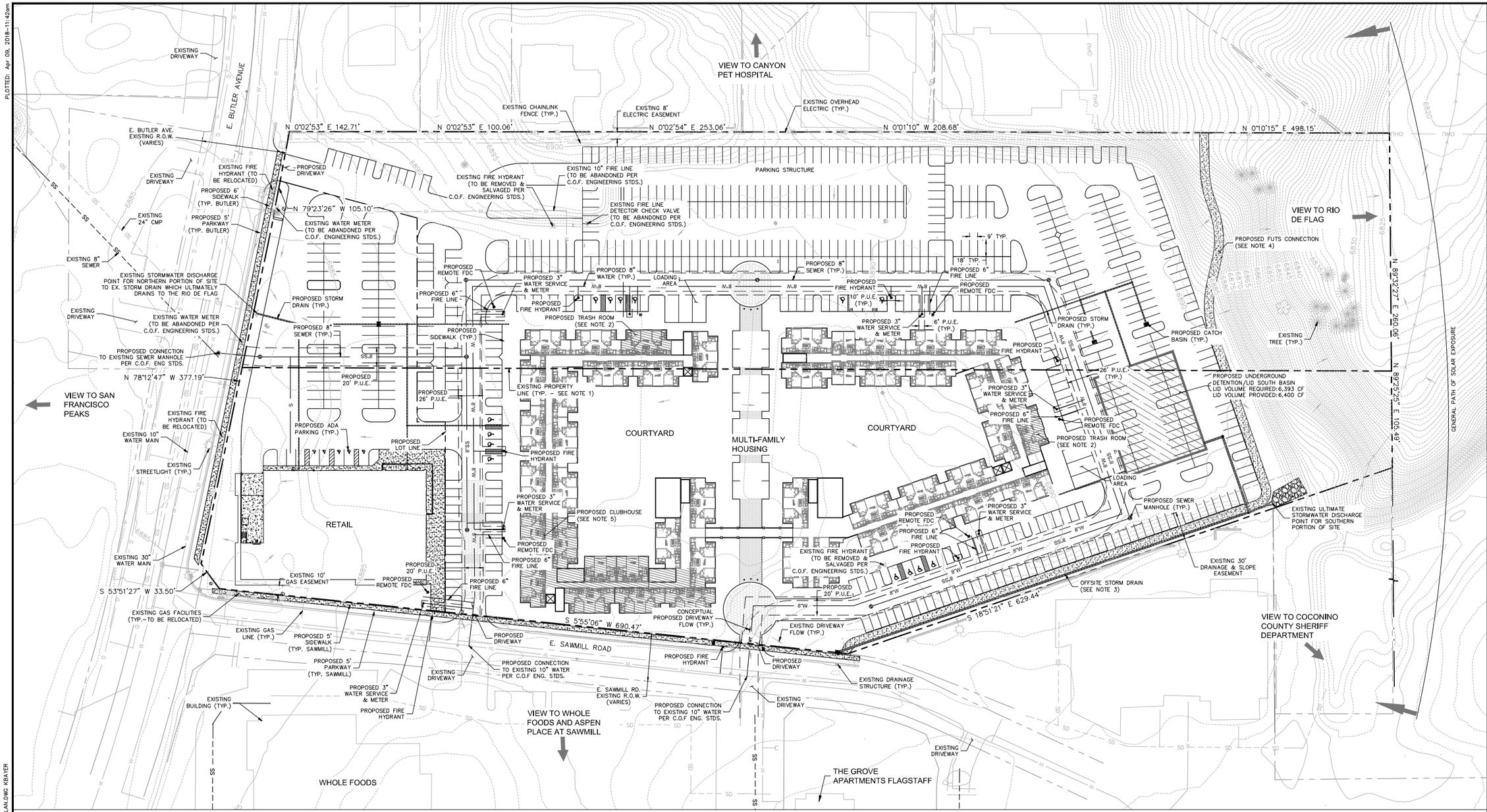
NO.	DESCRIPTION	DATE	BY

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	REQUIRED	PROVIDED
STANDARD		
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

NO.	DESCRIPTION	DATE	BY
REVISIONS			

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swiaz.com

SVI 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.

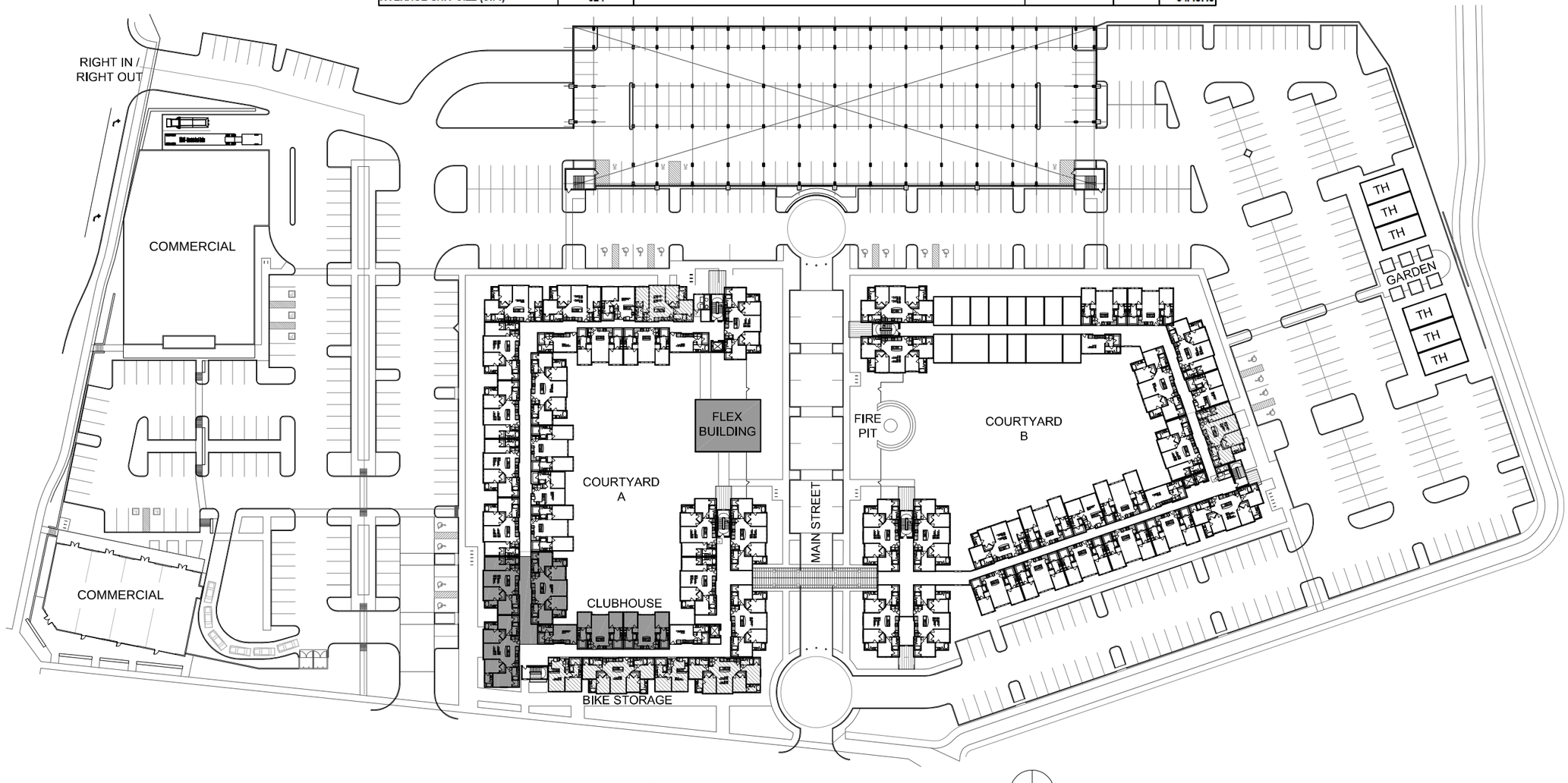
We hope to see you there. If you are unable to attend please provide comments in the space below and mail to:

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

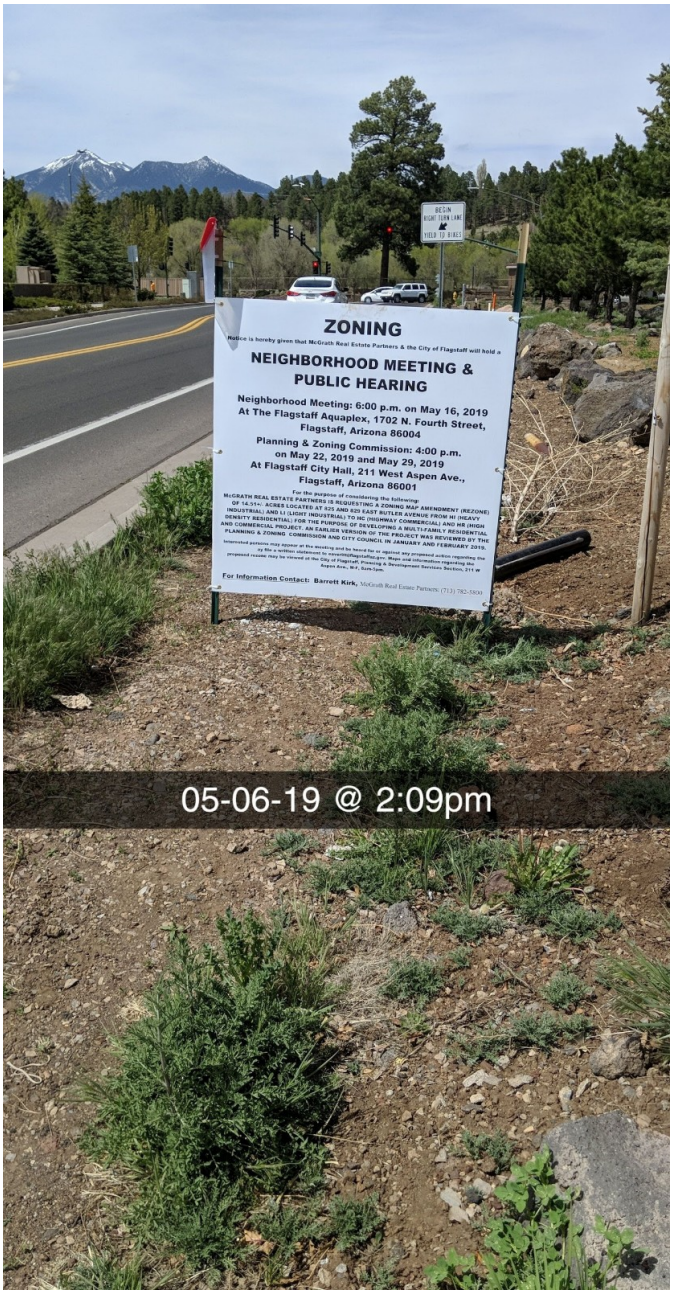
Mail 5/3/19

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.
by file a written statement to cwerrittt@flagstaffaz.gov. Maps and information regarding the
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.
by file a written statement to cwerrittt@flagstaffaz.gov. Maps and information regarding the
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
Romeo C Sato		RCSato2806@aol.com	207 E Dupont Ave
Cynthia Nemeth		cnemeth@coconino.az.gov	
Dawn Tucker		dtucker@friendsofflagstaff.org?	
Jamie Medina		jamedina@bellainvgroup.com	
CHARLIE SILVER	9287792782	CWS720@GMAIL.COM	720 W. ASPEN AVE
Cody Cannon	928-301-9084	Codycannon@gmail.com	20 Santa Agos. Ct
Isha Brown		mahakali.11@gmail	275 S. River Run
A Ramsey	—	—	275 S. River Run
Joe + Sheila Guida	928 853-0809	guidawoodcms@	4495 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.

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.

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

CANYON PET HOSPITAL

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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 853089	guidallora@msn.com	8770 Silver Spur Rd Flag. AZ 86004
Susan Woitzman	928 699 3499	Susanwoitzman@mac.com	304 S Elden St Flag. AZ 8600 1
Isha Braun		MahaKali 11 @ gmail	275 S. River Run, #1 8600 1
Dan Wirth	541 647 7533	danielrichardwirth@msn.com	1220 E Wildbear Trail 86005
Rob Wise	9286002841	robert_wise@icloud	2437 e elder dr
Rob Trathman	928-607-6431	Robtrip@ydeo.com	314 N Beaver St, 86001
Elaine Averitt		eaveritt@flagstaffaz.gov	
Alex Bowdell			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
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MANUEL.HERNANDEZ4@CENTURYLINK.COM
PHONE: (928) 779–4935

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
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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

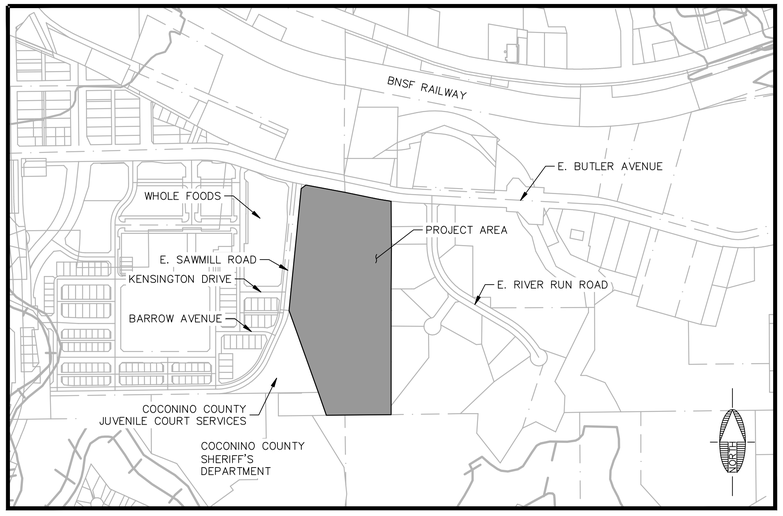
THE PROJECT DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE AND DOES NOT REQUIRE A RESOUCE PROTECTION PLAN.

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.

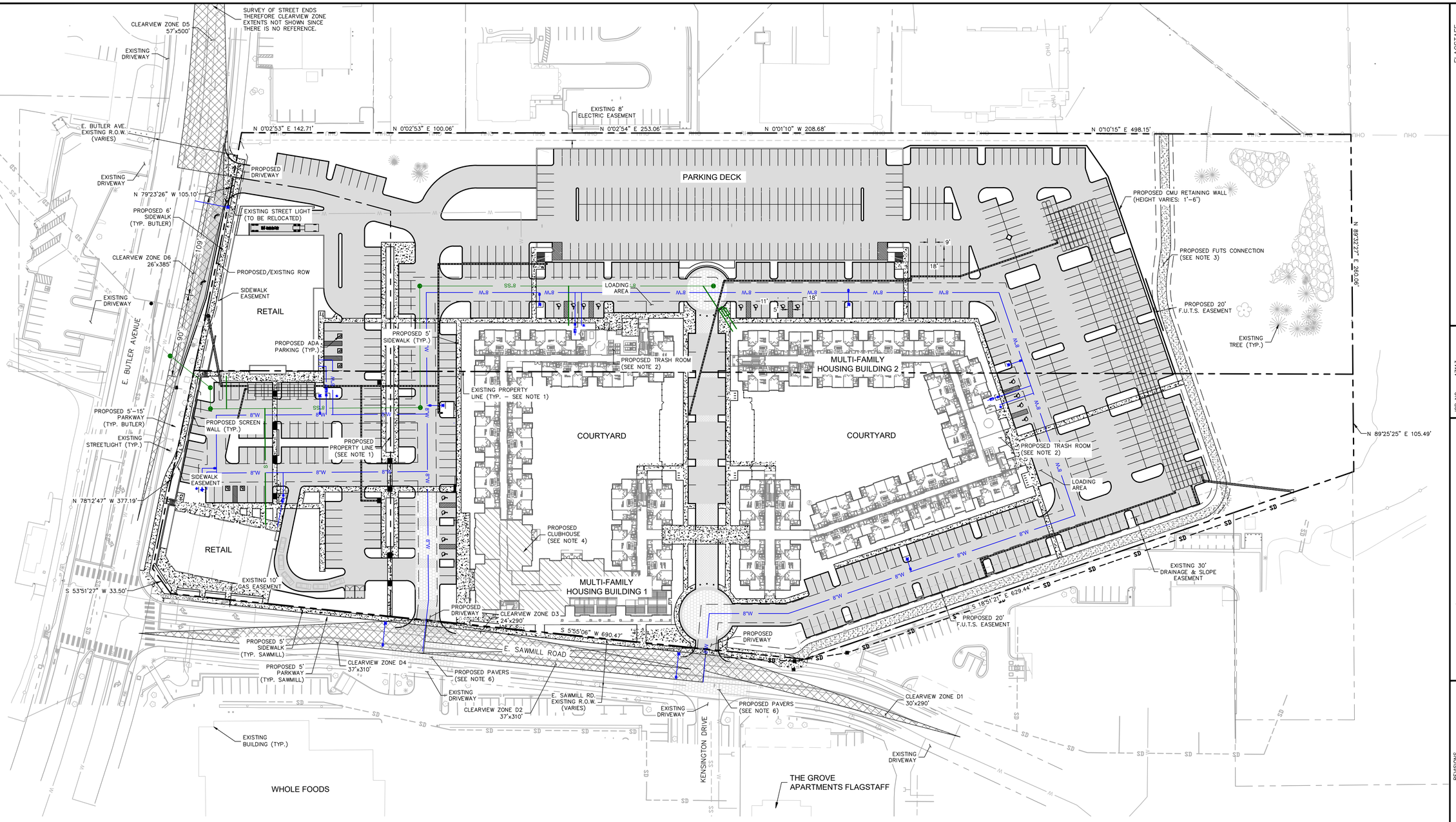
Call at least two full working days before you dig in Arizona
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8–1–1 or 1–800–STAKE–IT (782–5348)

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.
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Flagstaff, AZ. 86001
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928.774.6934 fax
www.SWIAZ.com

Call at least two full working days before you dig, it's the law!
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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.

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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

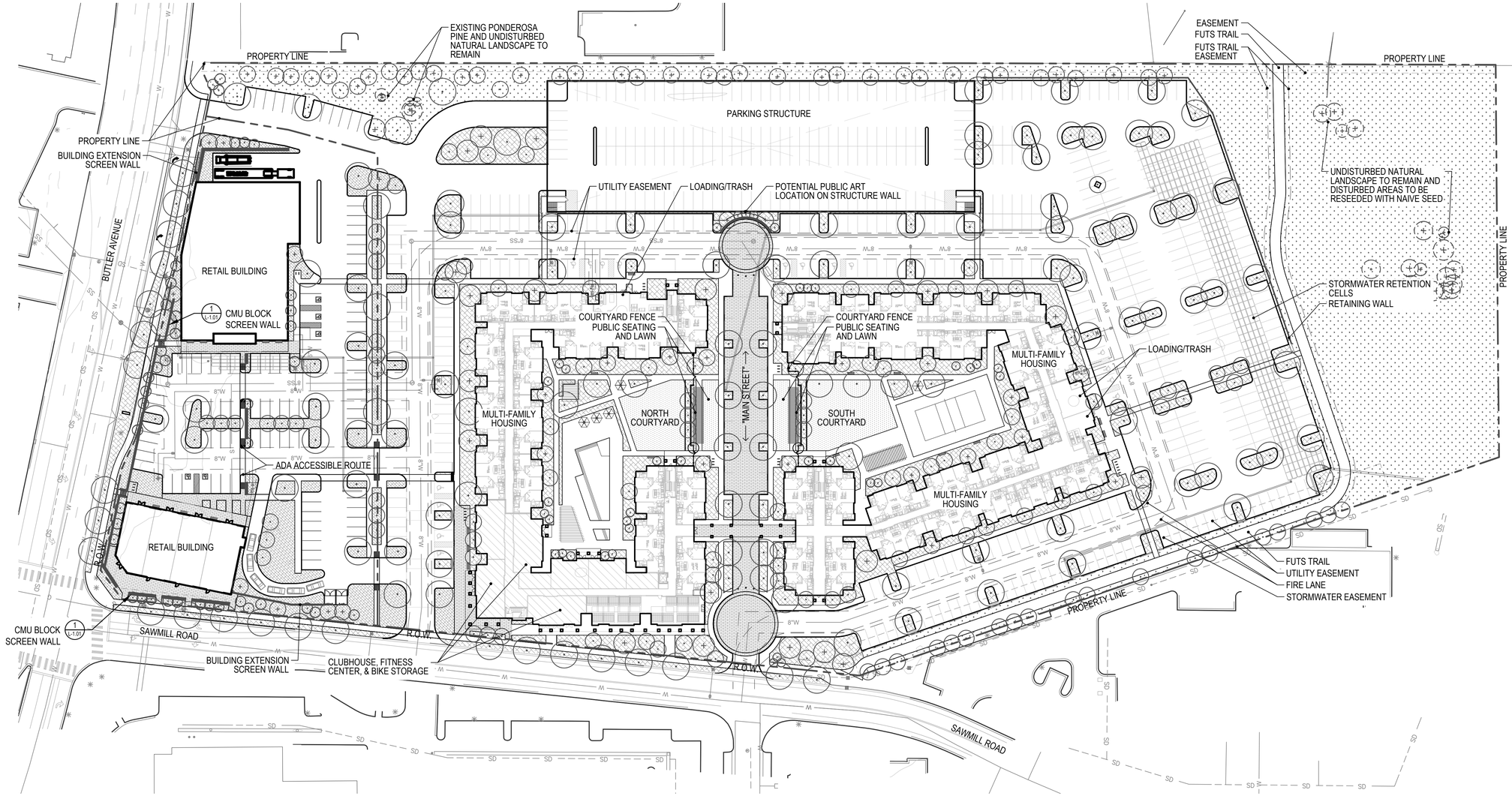
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www.swaz.com

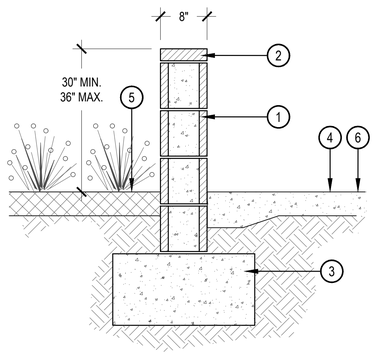
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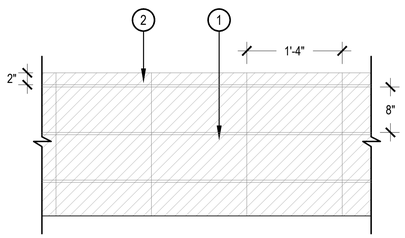
DRAWING NO. GD01

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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6 East Aspen Avenue
Suite 260
Flagstaff, AZ 86001
P 928.233.3021
www.norris-design.com

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)

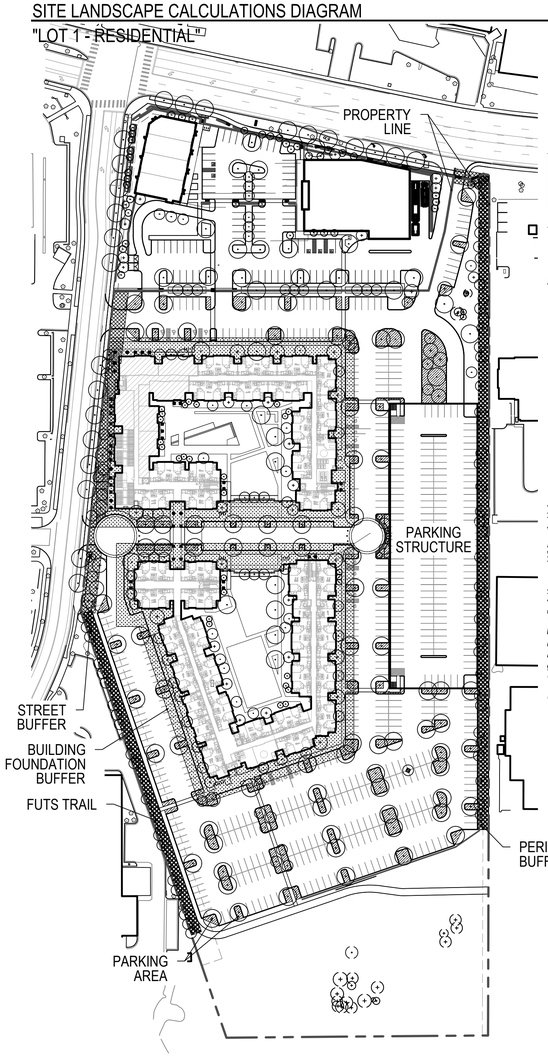
QUANTITATIVE LANDSCAPE DESIGN PARAMETERS - R.O.W.

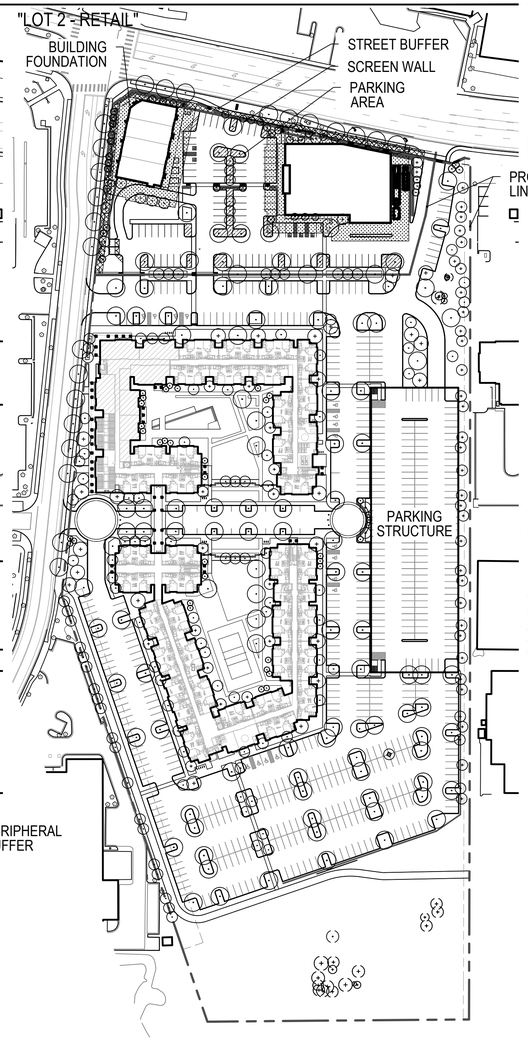
T-5: HIGHER DENSITY MIXED-USE AREA - COMMERCIAL PREVALENT		
	PARKWAYS, TREE WELLS	MEDIANS
TYPE DENSITY PLACEMENT	MAX. TWO TYPES PER ROAD SEGMENT 1 PER 45 FEET 45 FT O.C. (AS PRACTICAL)	MAX. TWO TYPES PER ROAD SEGMENT 1 PER 45 FEET 45 FT O.C. (AS PRACTICAL)
SHRUBS	PARKWAYS, TREE WELLS	MEDIANS
TYPE DENSITY 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.

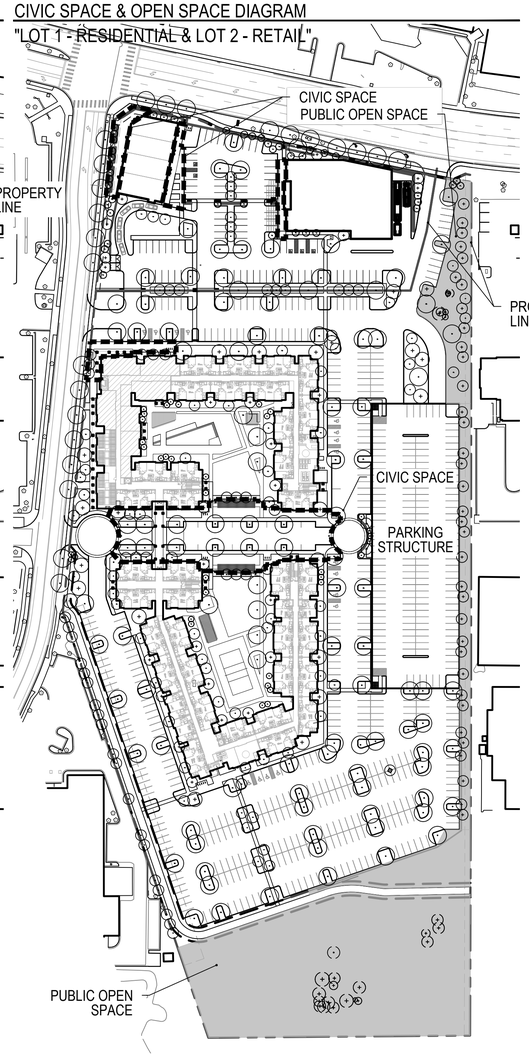
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DRAWN BY: KW

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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LANDSCAPE CONCEPT PLAN

UPDATED FOR 05.01.18 SITE PLAN

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CONCEPT PLAN 09.06.18

SHEET TITLE:
LANDSCAPE CALCULATIONS

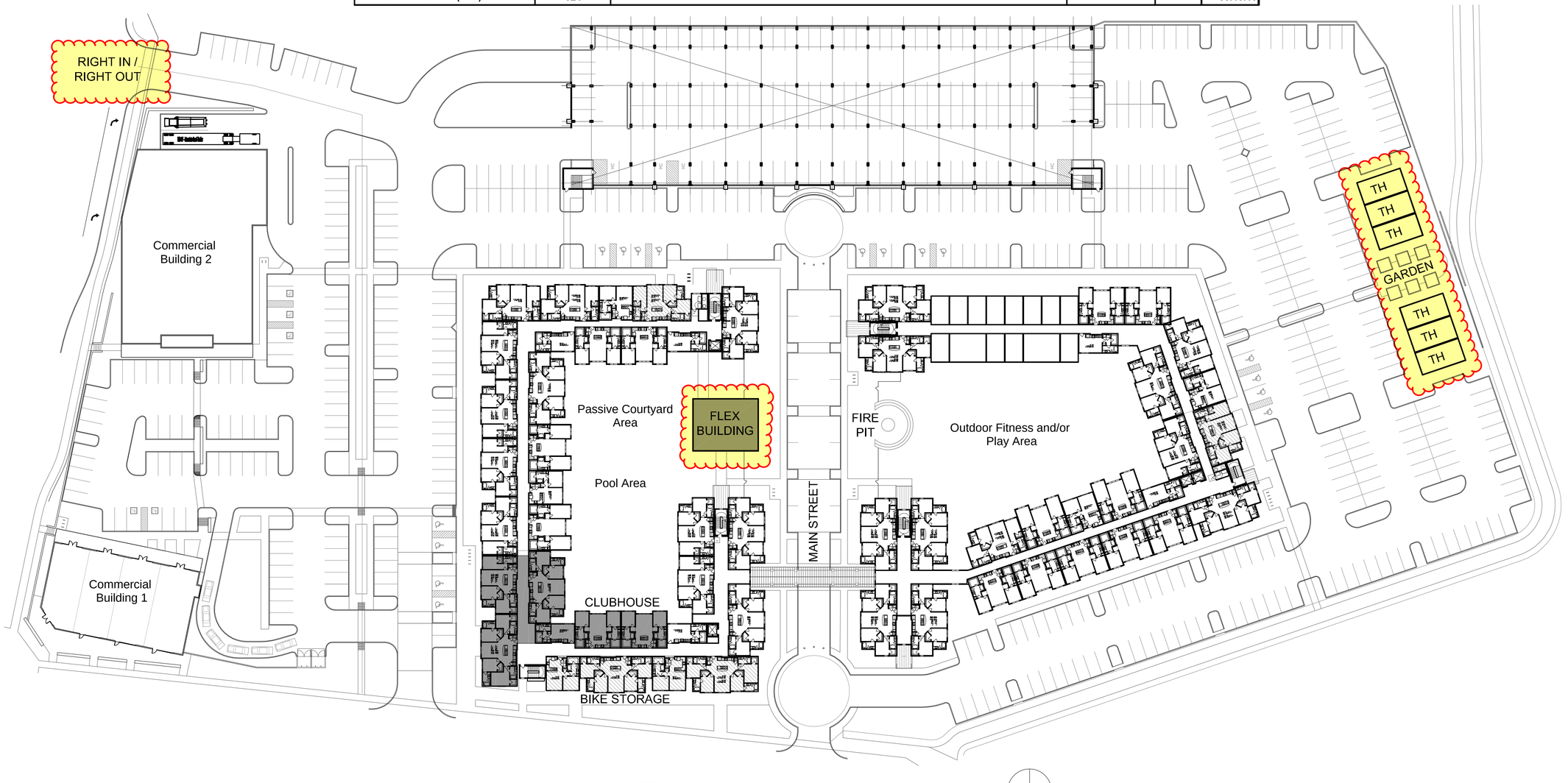
L-1.02

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

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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

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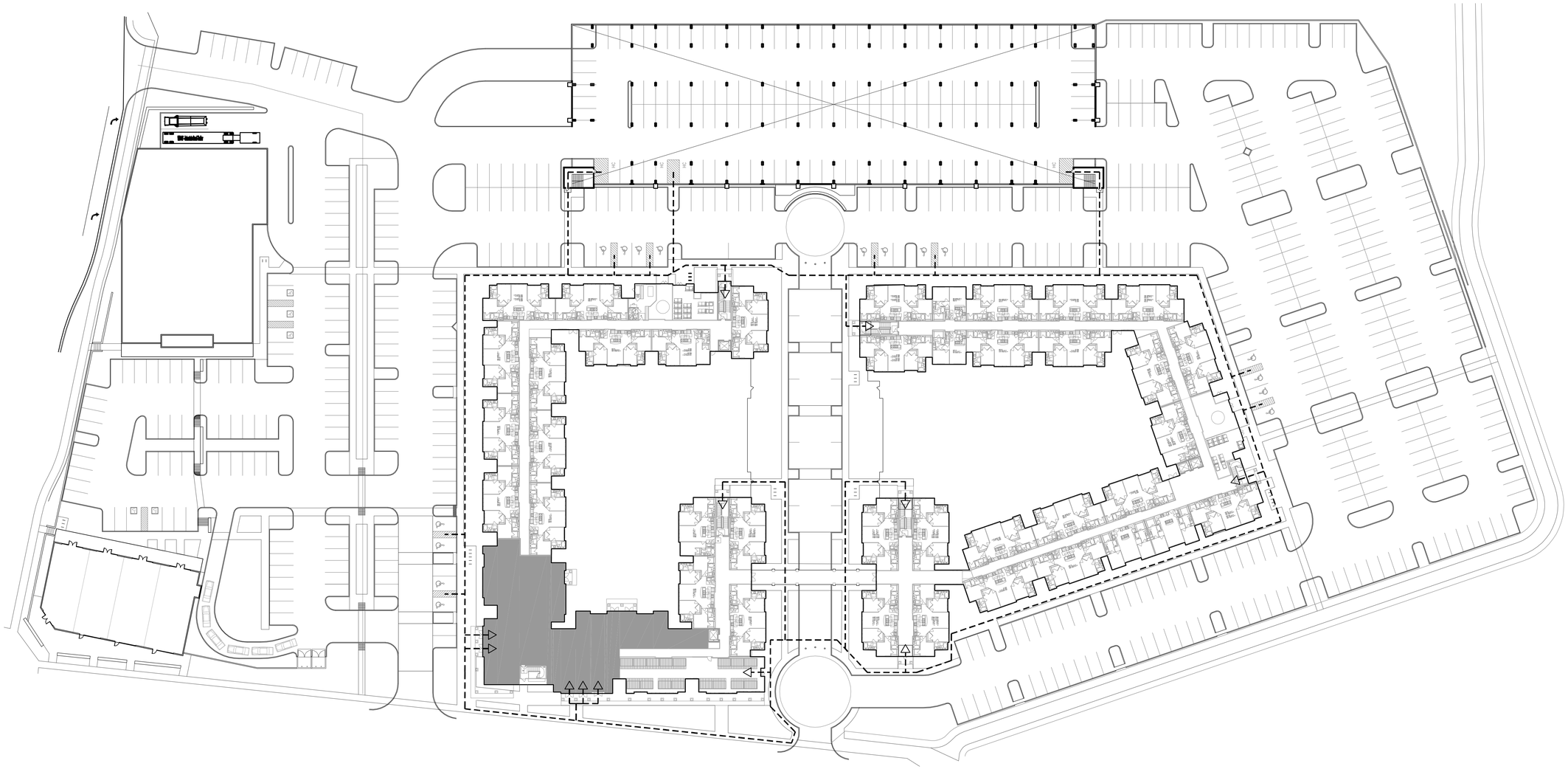
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1 ARCHITECTURAL SITE PLAN/ ACCESSIBLE ROUTE PLAN
1"=40'-0"

N

08.23.18

SITE PLAN - APRC MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

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281.558.8787

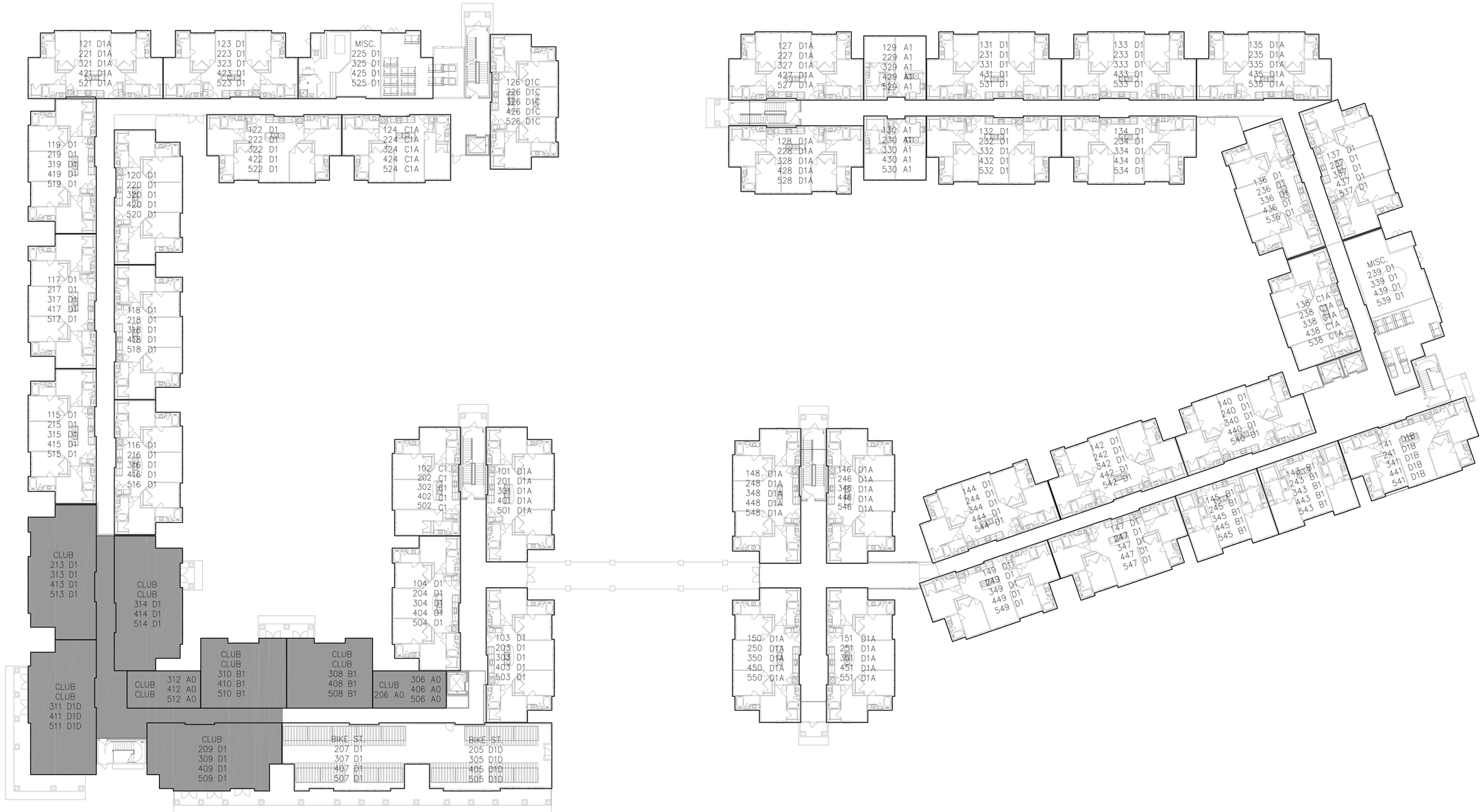
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1 ADDRESS PLAN

1"= 20'-0"

N

08.23.18

OVERALL BUILDING PLANS - APRC MULYI FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA -APRC

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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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281.558.8767

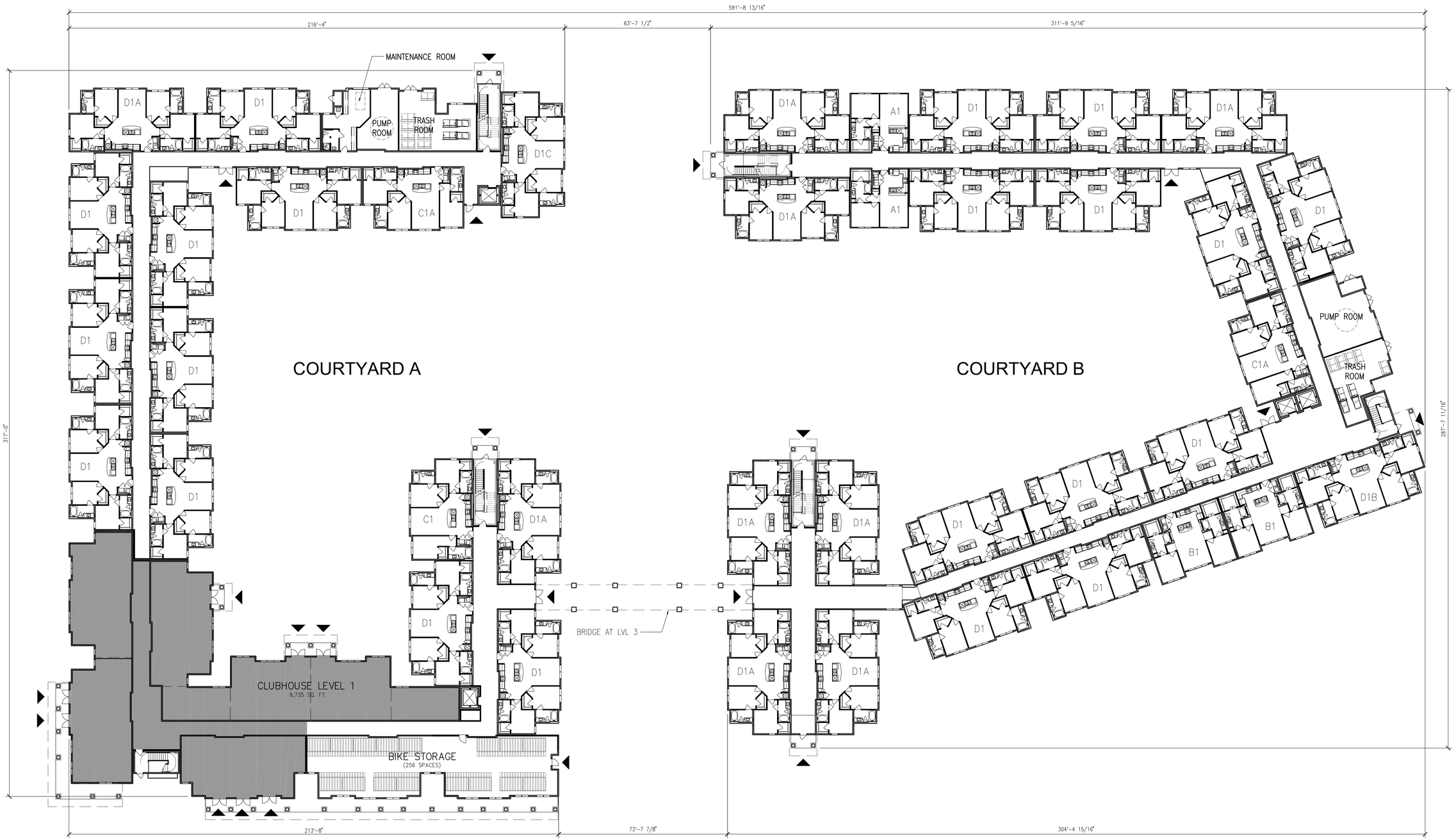
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1 OVERALL BUILDING PLAN - LEVEL 01

1"= 20'-0"

▲ DESIGNATES BUILDING ENTRY LOCATION

N

08.23.18

OVERALL BUILDING PLANS - APRC MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

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281.558.8787

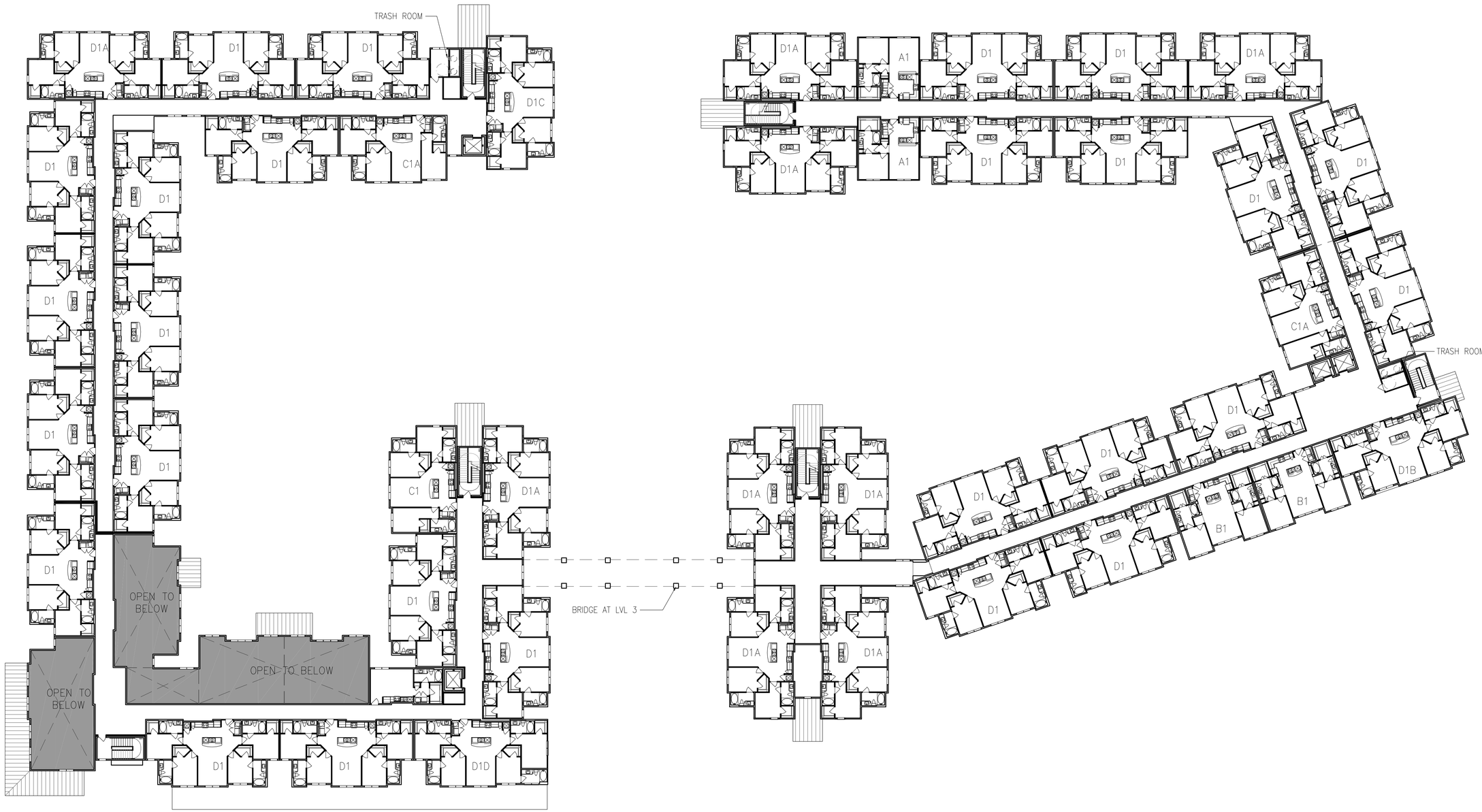
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1 OVERALL BUILDING PLAN - LEVEL 02
1"= 20'-0"

OVERALL BUILDING PLANS - APRC MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

08.23.18

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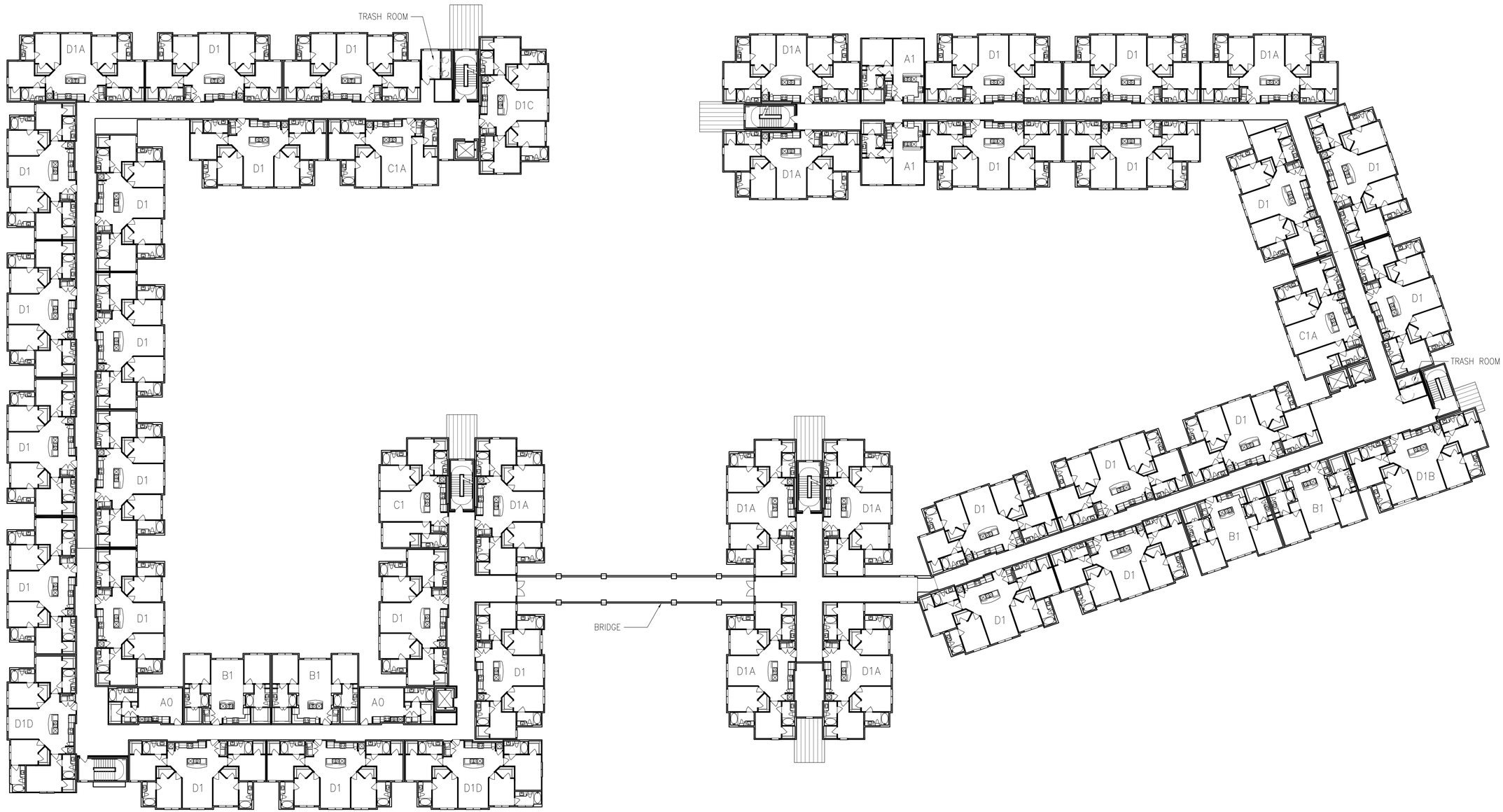
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1 OVERALL BUILDING PLAN - LEVEL 03
1"= 20'-0"

08.23.18

OVERALL BUILDING PLANS - APRC MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

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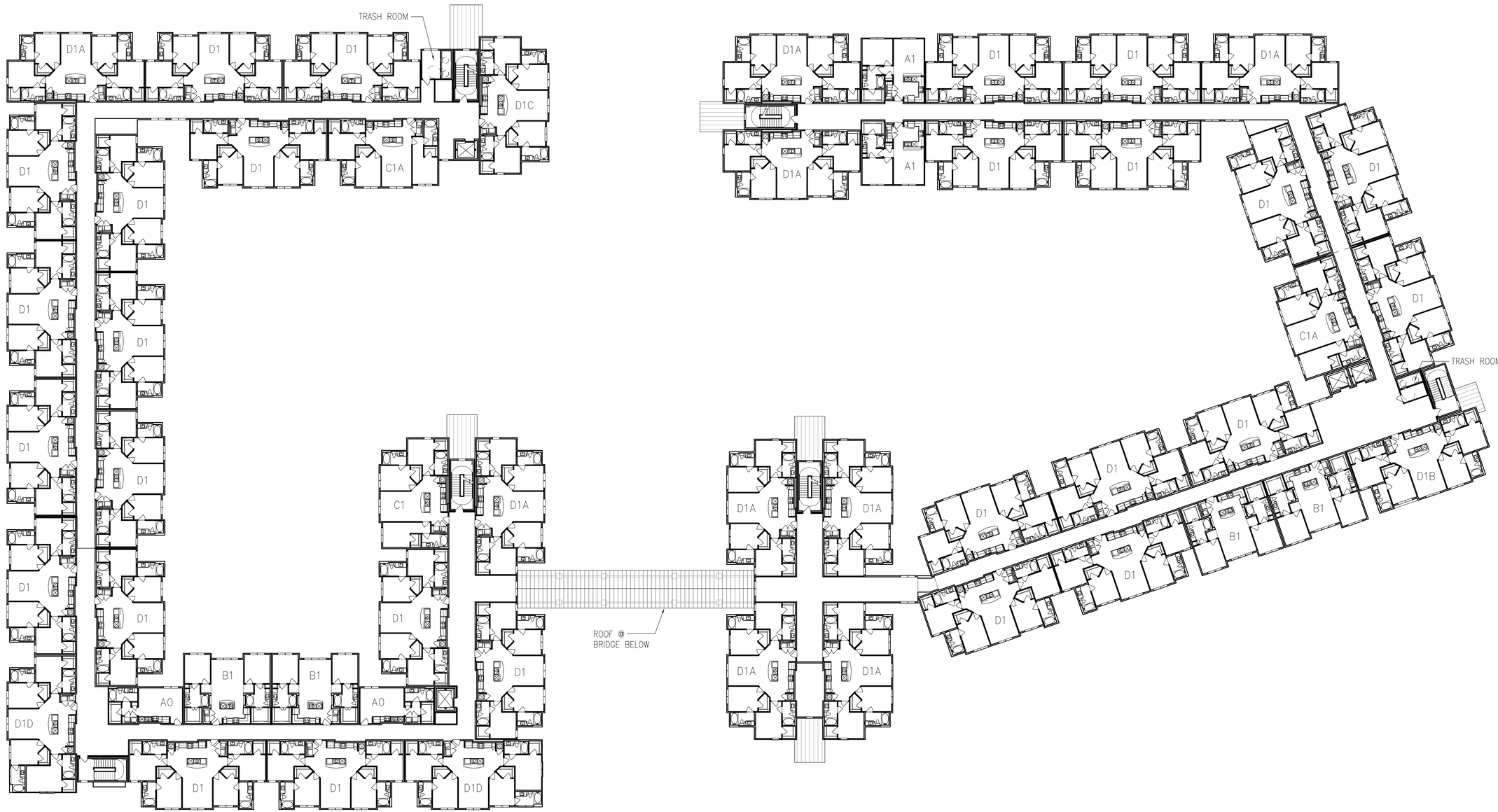
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1 OVERALL BUILDING PLAN - LEVEL 04

1"= 20'-0"

OVERALL BUILDING PLANS - APRC MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

08.23.18

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281.558.8787

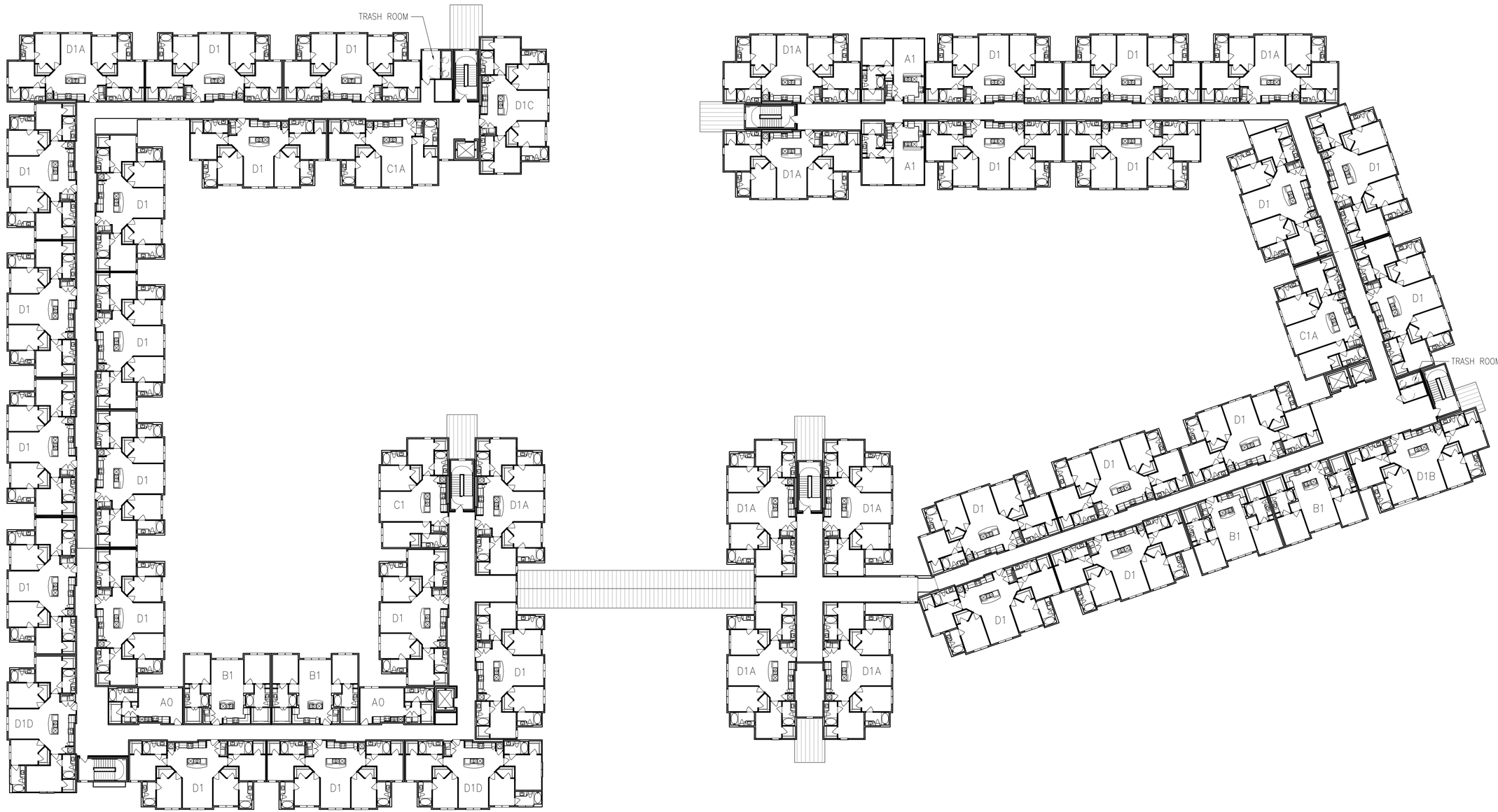
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1 OVERALL BUILDING PLAN - LEVEL 05
1"= 20'-0"

08.23.18

OVERALL BUILDING PLANS - APRC MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

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281.558.8787

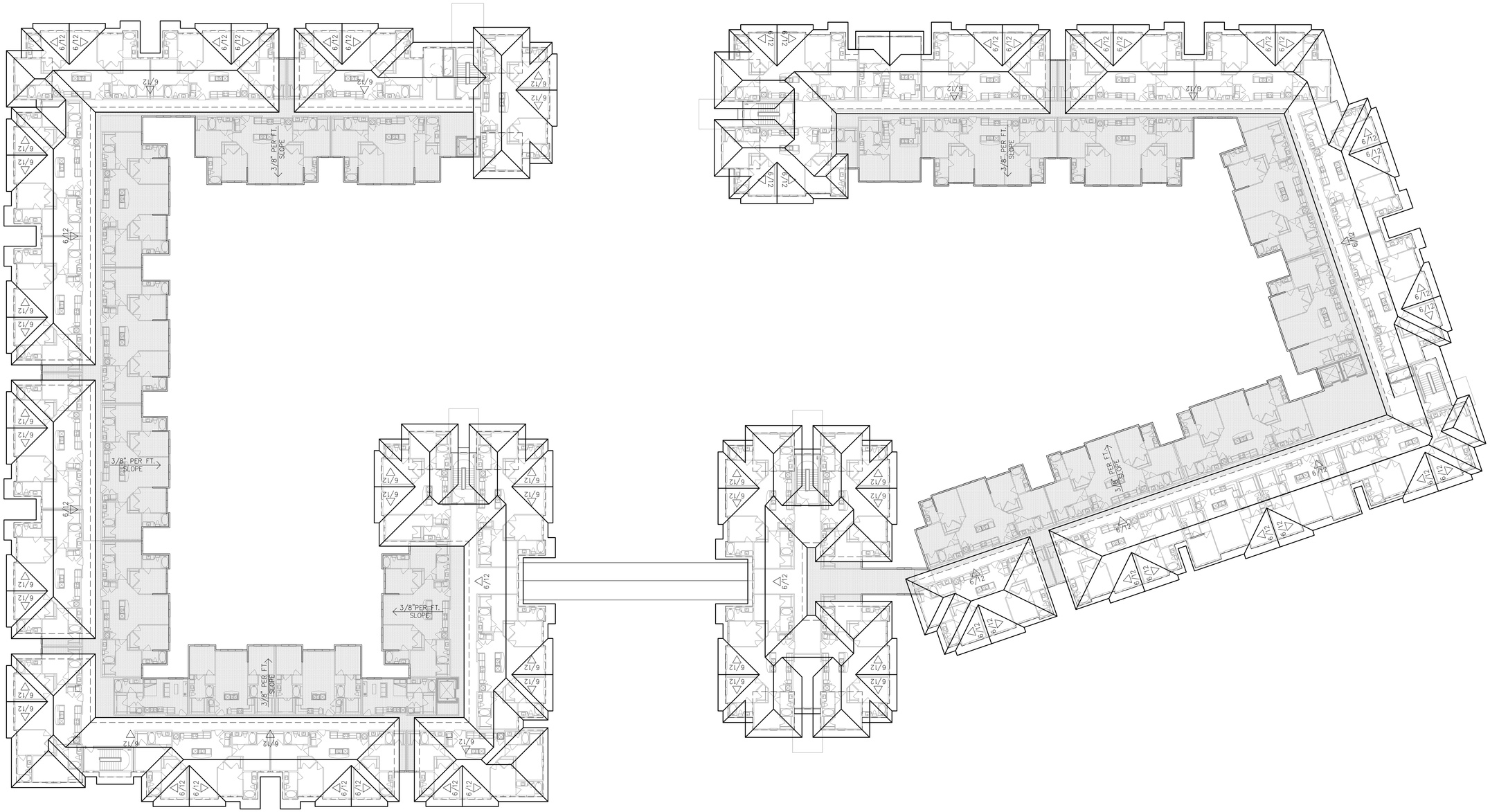
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1 OVERALL BUILDING PLAN - ROOF LEVEL
1"= 20'-0"

08.23.18

OVERALL BUILDING PLANS - APRC MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

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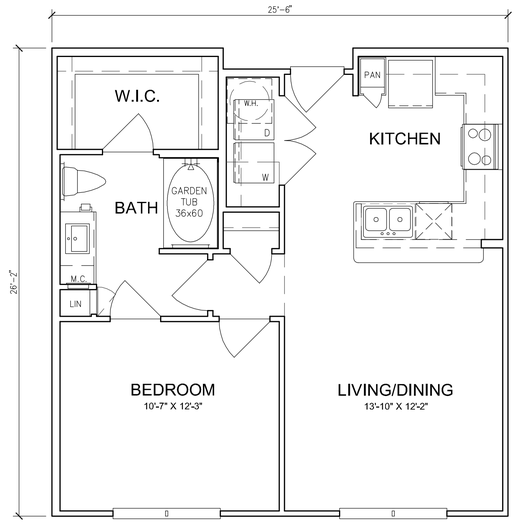
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4 UNIT C1

1/4"=1'-0"

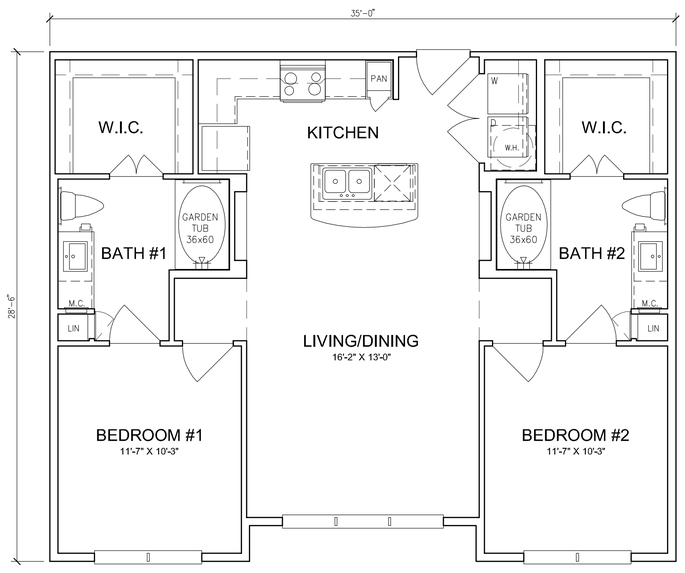
NET: 1155 SQ. FT.
GROSS: 1155 SQ. FT.



2 UNIT A1

1/4"=1'-0"

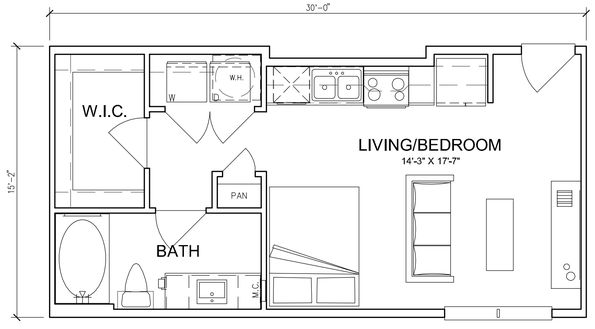
NET: 659 SQ. FT.
GROSS: 659 SQ. FT.



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

FLAGSTAFF, ARIZONA - APRC

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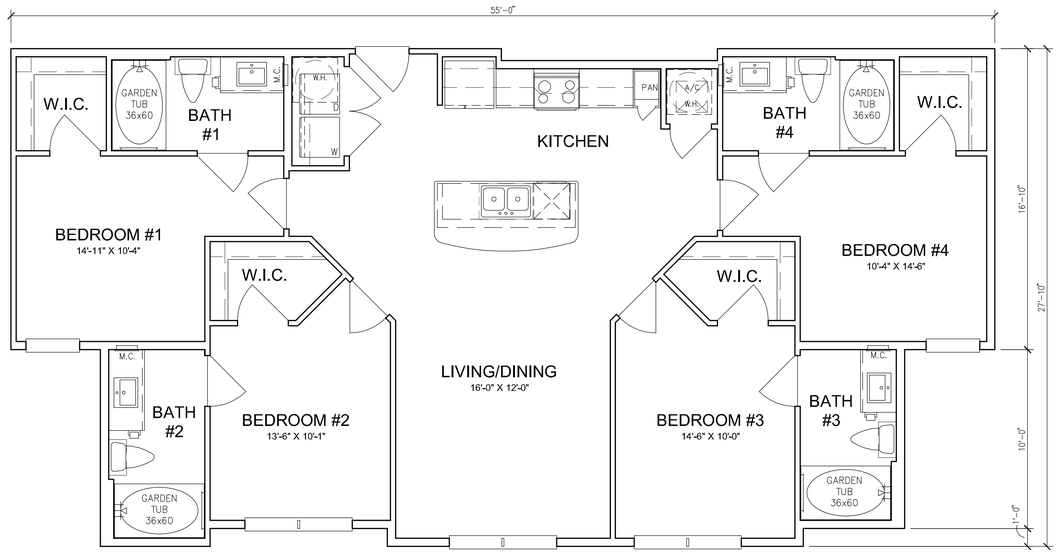
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1 UNIT D1

1/4"=1'-0"

NET: 1397 SQ. FT.
GROSS: 1397 SQ. FT.

08.23.18

UNIT PLANS - APRC MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

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A-12

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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

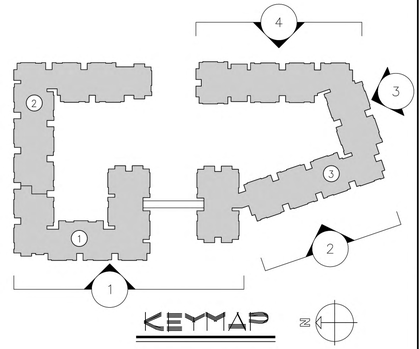


2 WEST ELEVATION
1/16"=1'-0" BUILDING 3



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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A-13

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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



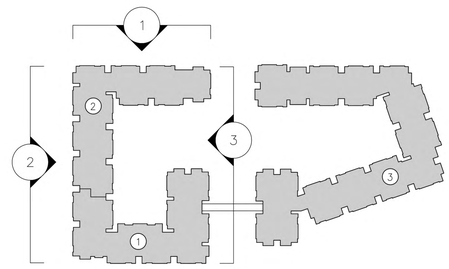
2 NORTH ELEVATION

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

FLAGSTAFF, ARIZONA - APRC

MEEKS PARTNERS
16000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

A-14

JOB NO. 17013

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4 COURTYARD 1 - WEST ELEVATION

1/16"=1'-0" BUILDING 1



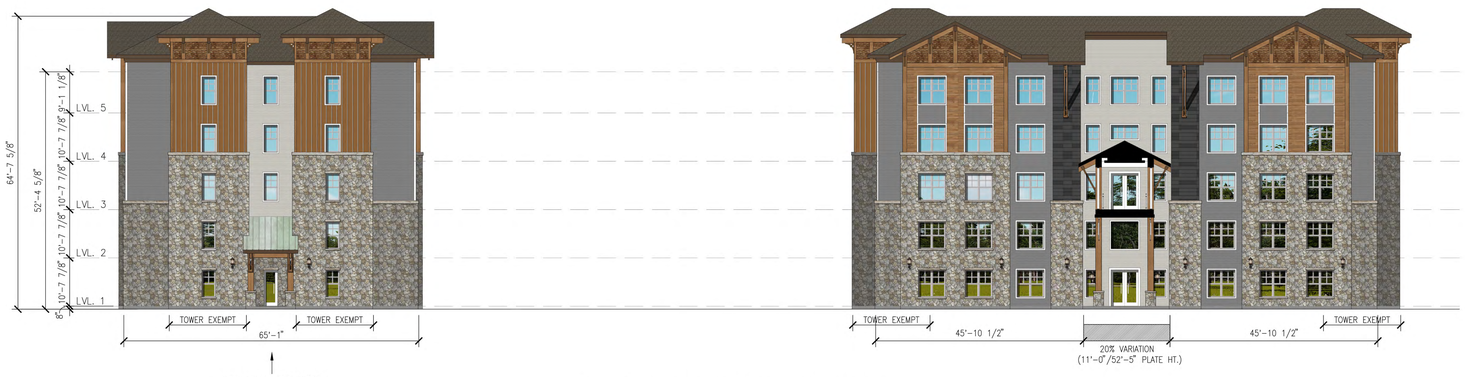
3 COURTYARD 1 - SOUTH ELEVATION

1/16"=1'-0" BUILDING 1



2 WEST ELEVATION

1/16"=1'-0" BUILDING 1&2

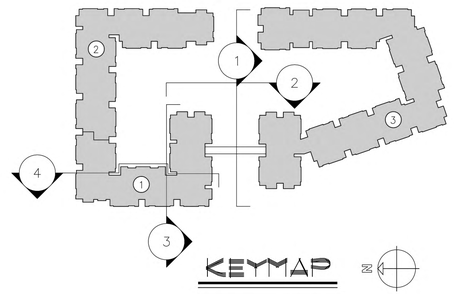


1 SOUTH ELEVATION

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



08.21.18

ELEVATIONS - APRC MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

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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



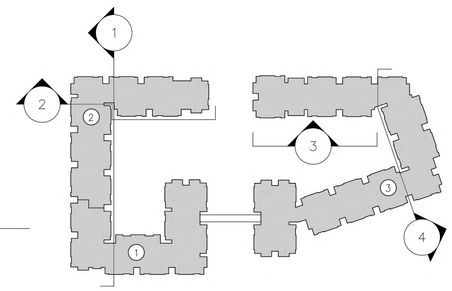
2 COURTYARD 1 - EAST ELEVATION

1/16"=1'-0" BUILDING 2



1 COURTYARD 1 - SOUTH ELEVATION

1/16"=1'-0" BUILDING 1&2



KEYMAP N

08.21.18

ELEVATIONS - APRC MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

MEEKS PARTNERS
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281.558.8787

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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



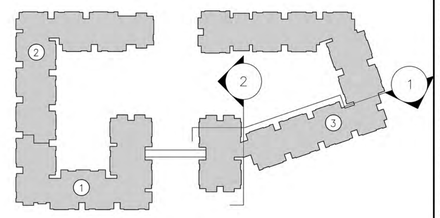
2 COURTYARD 1 - EAST ELEVATION

1/16"=1'-0" BUILDING 2



1 COURTYARD 2 - SOUTH ELEVATION

1/16"=1'-0" BUILDING 1&2



KEYMAP N

08.21.18

ELEVATIONS - APRC MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

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JOB NO. 17013

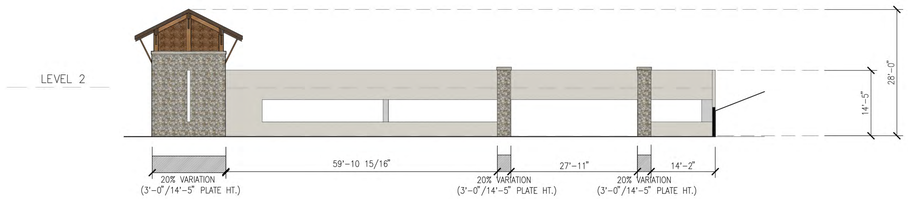
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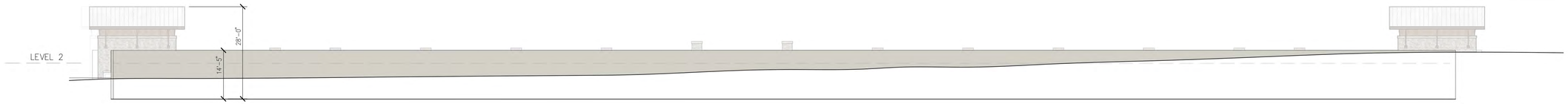
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MATERIAL LEGEND

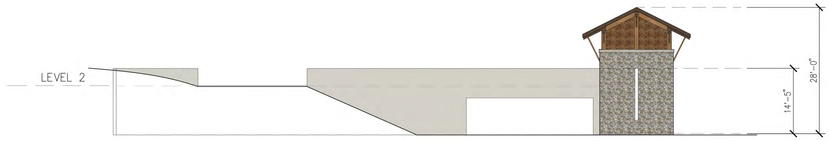
Window frame.....	ALMOND
Exterior brackets.....	SW 6118 LEATHER BOUND
Fascia & Panels.....	SW 7041 VAN DYKE BROWN
Roof composite.....	Slate (Timberline colors)
Roof metal.....	Hemlock Green
Metal Panels.....	Charcoal Grey
STONE.....	SUMMIT PEAK (CMG Country Series)
Trim.....	SW 6539 SOOTHING WHITE
Storefront	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



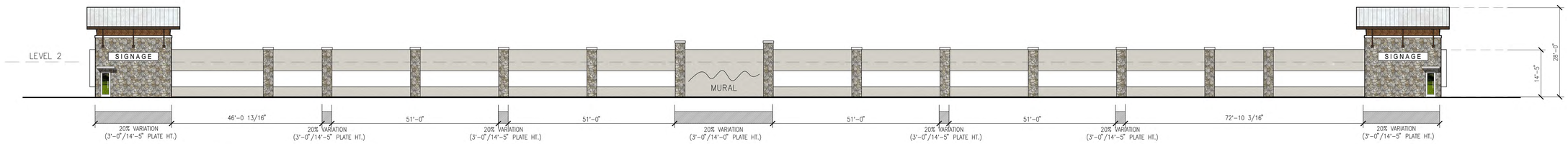
4 SOUTH GARAGE ELEVATION
1/16"=1'-0"



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

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281.558.8787

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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

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Anchor

Conceptual Building Elevations
Flagstaff, Arizona

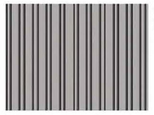
JULY 26, 2018



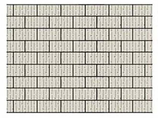
WOOD PLANK SIDING
SW3507 'RIVERWOOD'



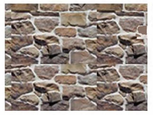
EXPOSED WOOD BEAMS &
WOOD PLANK SIDING
SW3513 'SPICE CHEST'



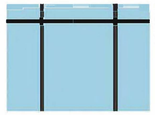
GALVALUME CORRUGATED
METAL SIDING BY ATAS



8X8X16 INTEGRAL COLOR MASONRY
'SOUTHWEST GOLD' W/
FOUNDERS FINISH BY SUPERLITE



OLD COUNTRY FIELDSTONE
BY CULTURED STONE

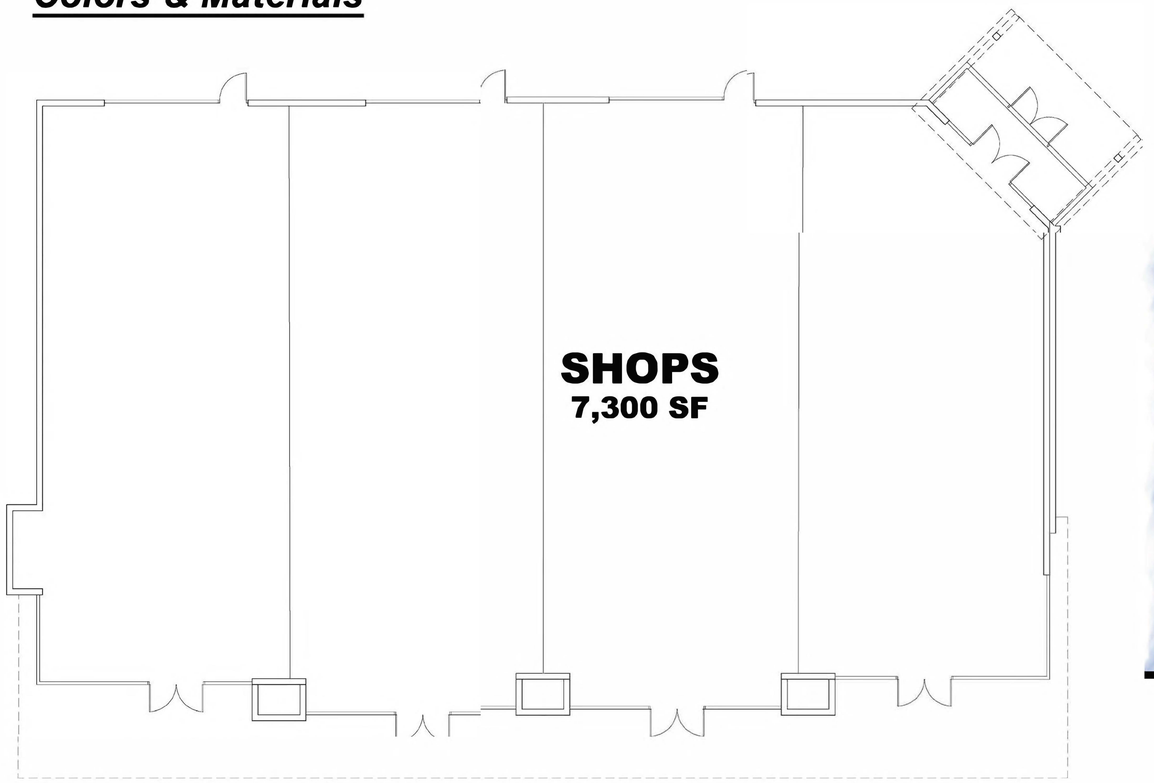


BLACK ANODIZED ALUM.
FRAMES W/ CLEAR INSULATED
LOW E GLAZING BY OLDCASTLE

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.

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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;

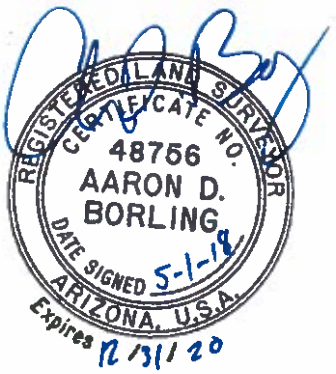
Thence North 9°22'03" East, 87.66 feet to a point on the southerly Right-of-Way line of Butler Avenue as shown on R1, said point being the beginning of a non-tangent curve concave to the north having a radius of 1402.01 feet and being subtended by a chord which bears South 81° 21'24" East, 48.55 feet;

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.

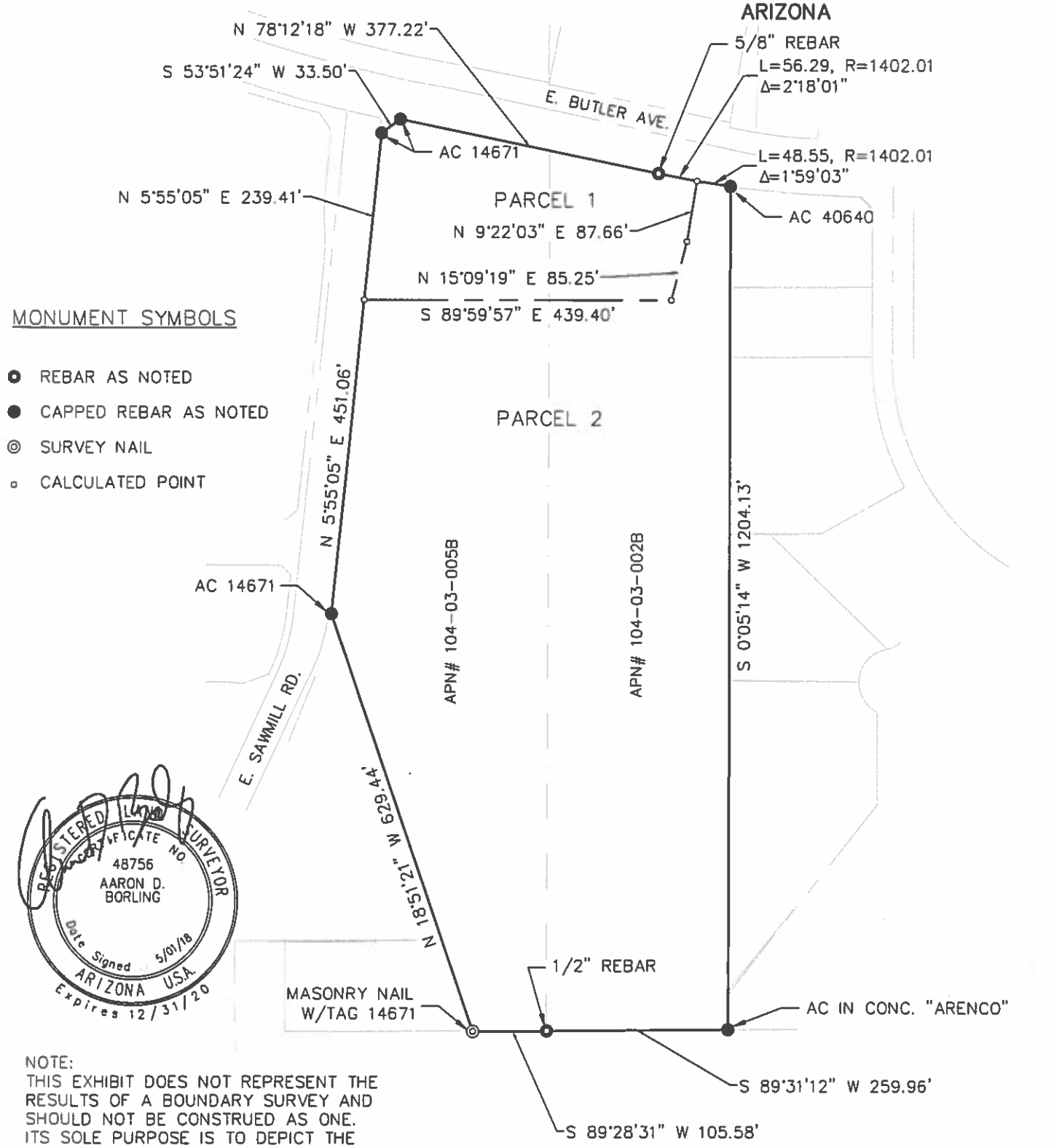
This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, AZ.



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

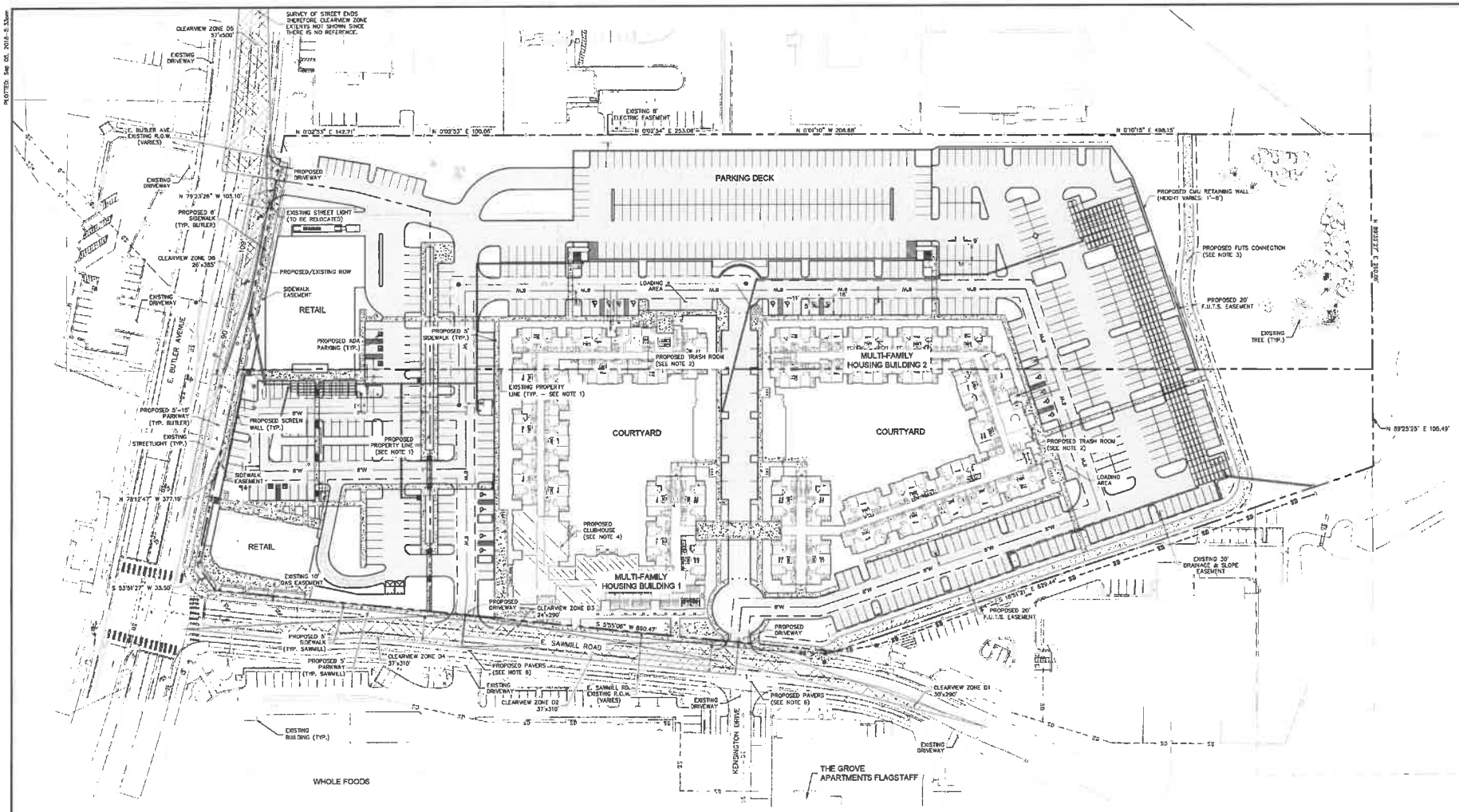
JOB NO.	17113
DATE	5-1-2018
SCALE	1"=200'
DRAWN	MJR
DESIGN	
CHECKED	ADB

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

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ARIZONA811
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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

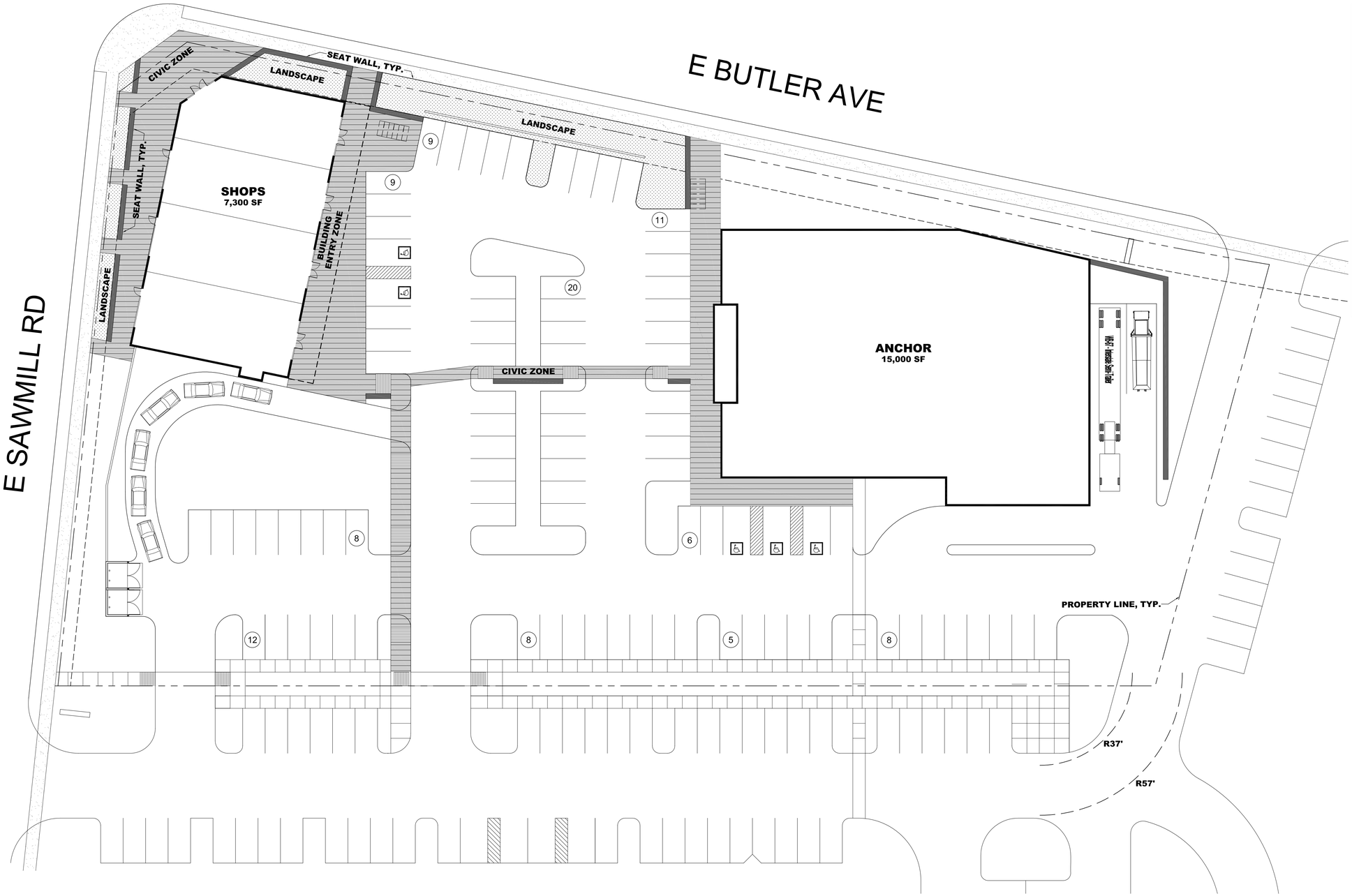
FLAGSTAFF, ARIZONA - APRC

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

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MCGRATH MULTI-FAMILY HOUSING AND RETAIL

SEC SAWMILL & BUTLER, FLAGSTAFF, AZ

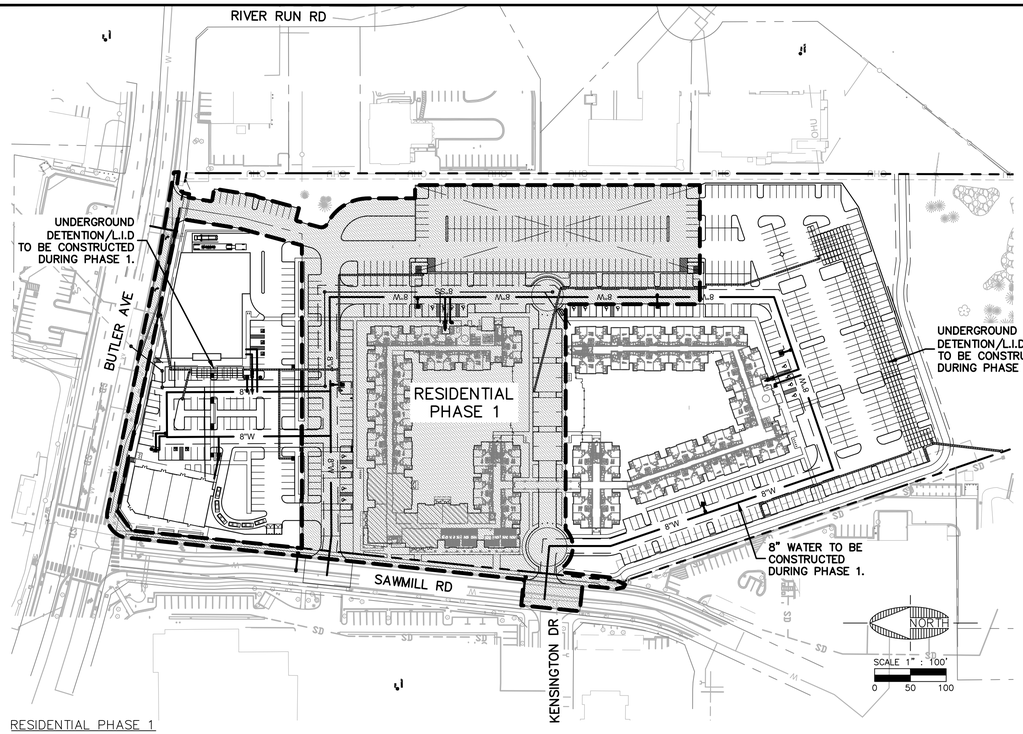
01/03/18

PROJECT NO.: 18090.00

VERTICAL DESIGN STUDIOS
Architecture · Planning · Interior Design

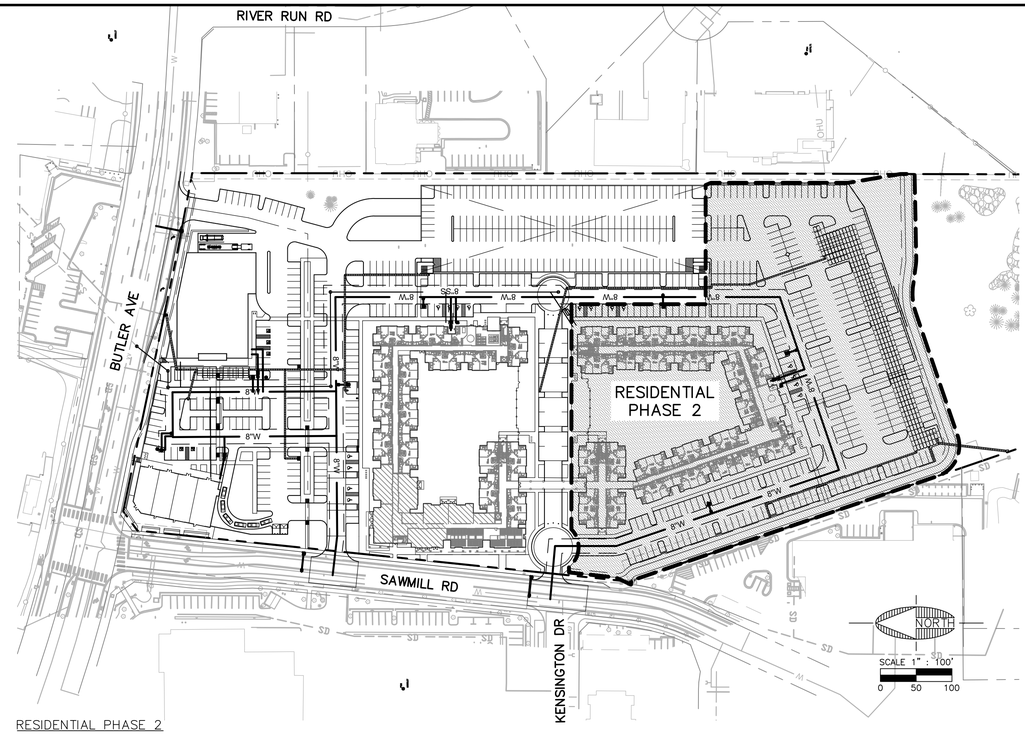
4650 E. Cotton Center Boulevard Phoenix, AZ 85040
602.395.1000 www.verticaldesignstudios.com

PLOTTED: Jan 18, 2019 - 7:44am



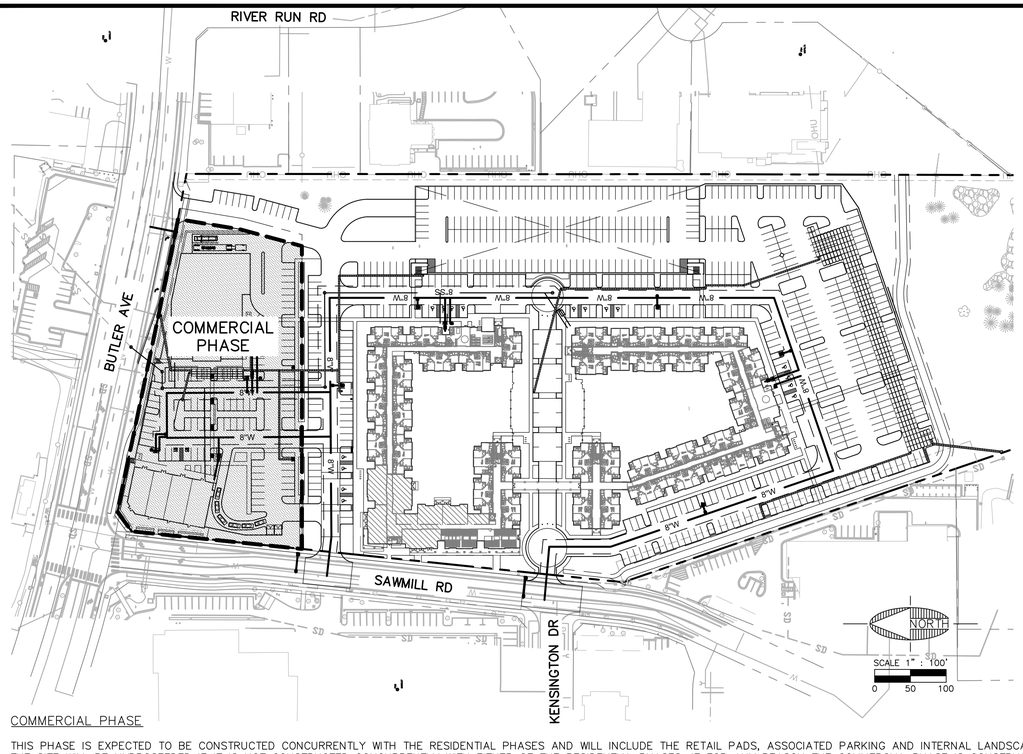
RESIDENTIAL PHASE 1

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

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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.

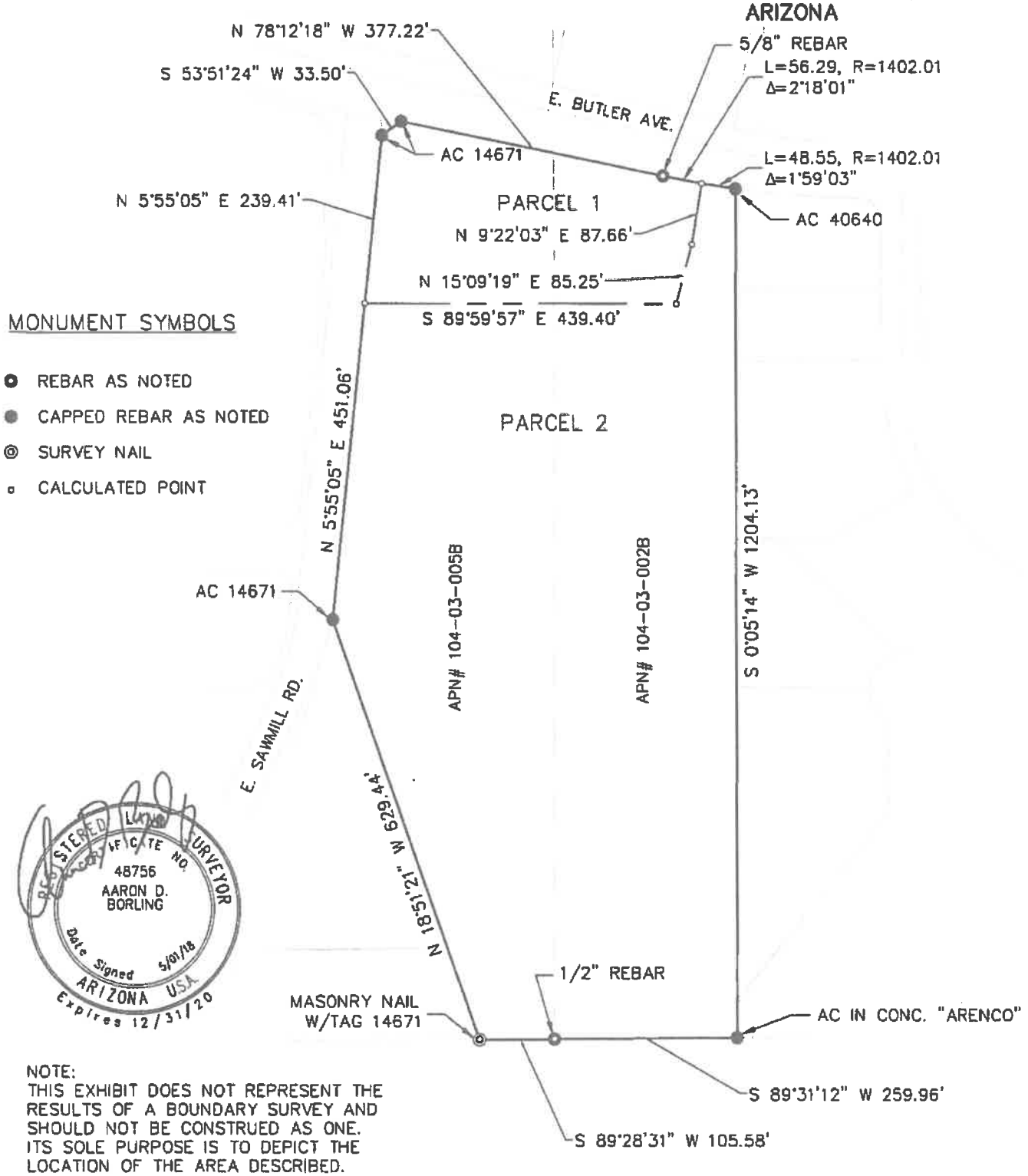
This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, AZ.



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

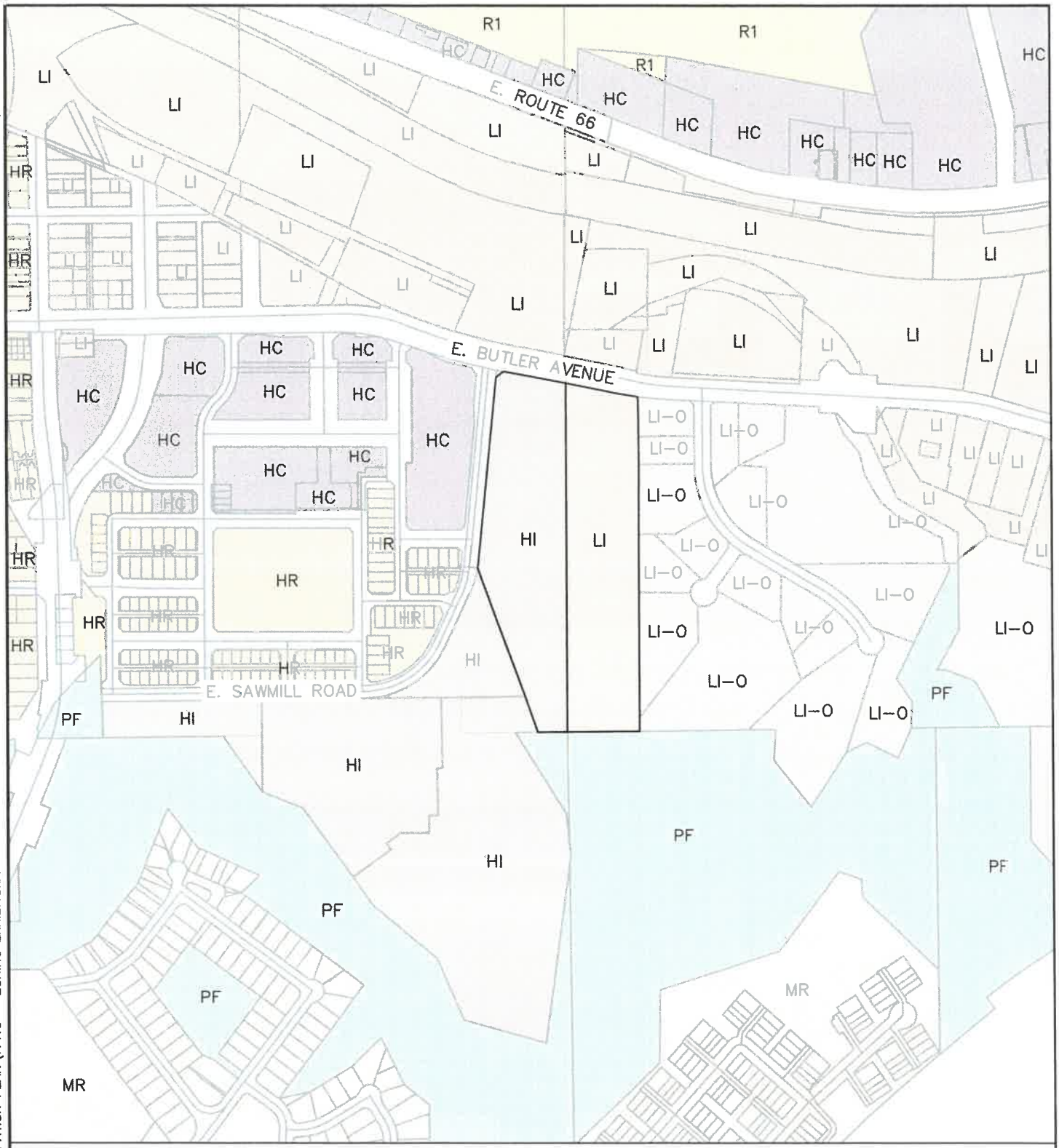
ASSET PLUS — FLAGSTAFF, ARIZONA

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.

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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

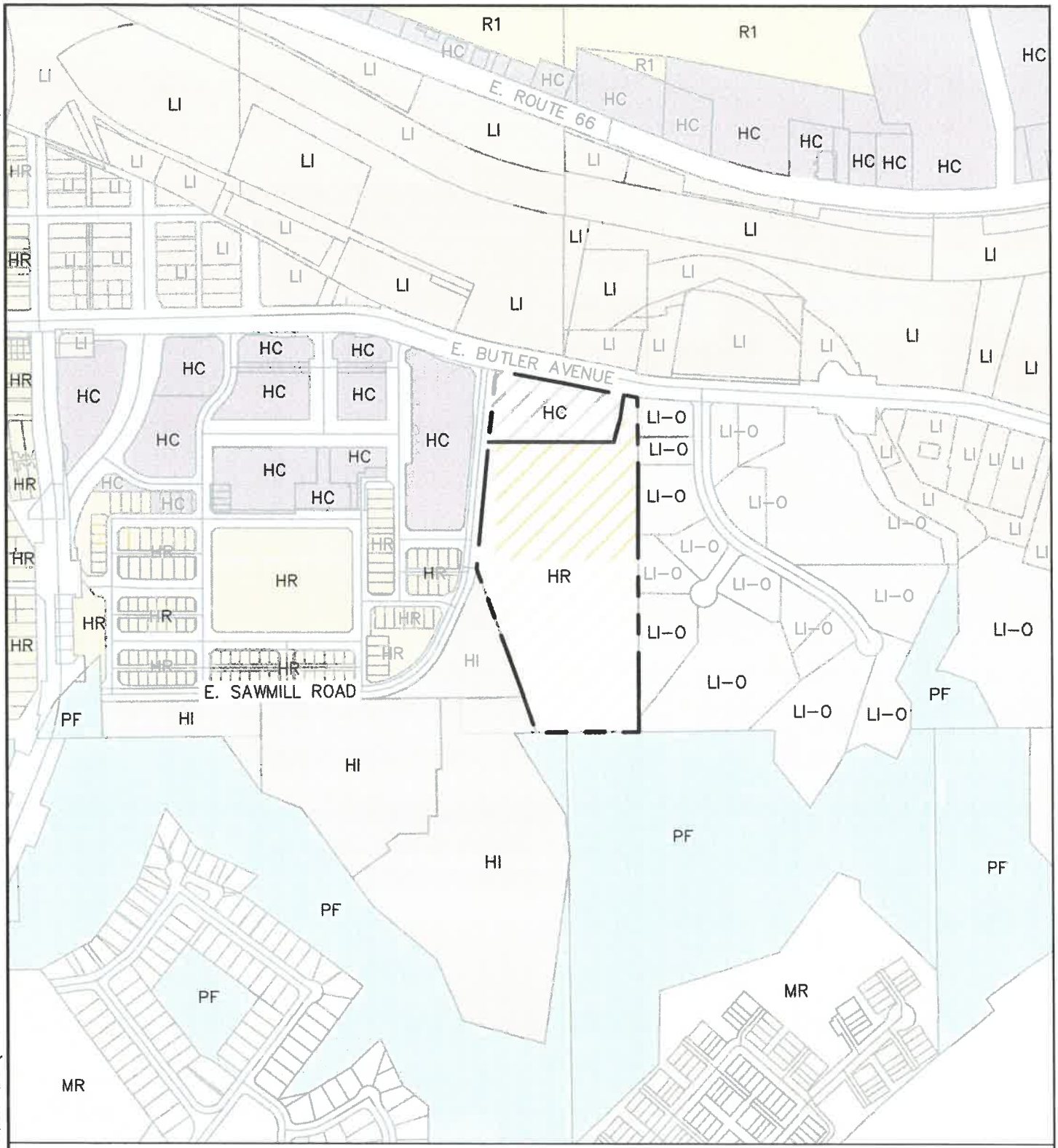
McGRATH MULTI-FAMILY HOUSING & RETAIL — FLAGSTAFF ARIZONA

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.

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Flagstaff, AZ 86001
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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

15. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Elaine Averitt, Planning Development Manager
Date:	06/26/2019
Meeting Date:	07/02/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-36: A resolution authorizing the execution of a Development Agreement between McGrath Real Estate Partners, LLC and the City of Flagstaff related to the development of approximately 14.51 acres of real property (APNs 104-13-002B and 104-03-005B) generally located at 825 and 829 E. Butler Avenue. **(McGrath Development Agreement)**

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-36 by title only
2) City Clerk reads Resolution No. 2019-36 by title only (if approved above)
3) Adopt Resolution No. 2019-36

Executive Summary:

State law allows the City to enter into development agreements by resolution of the City Council. The McGrath Development Agreement will be between McGrath Real Estate Partners, LLC, and the City of Flagstaff. The proposed agreement governs the terms and conditions of the entitlements, on and off-site improvements, construction of a FUTS trail extension, transportation improvements, Affordable Housing, a Safety Plan, and phasing of residential and commercial portions of the project, which is located at 825 and 829 E. Butler Avenue. A Powerpoint presentation will be provided prior to the final agenda.

Financial Impact:

No financial impacts are associated with the development agreement.

Policy Impact:

There are no policy impacts affiliated with this development agreement.

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 Planning & Zoning Commission Direct to Ordinance Zoning Map Amendment staff report dated May 28, 2019.

Has There Been Previous Council Decision on This:

No, not on the development agreement.

Options and Alternatives:

1. Approve the McGrath Development Agreement as presented.
2. Approve the McGrath Development Agreement with additional, modified, or deleted terms.
3. Remand the McGrath Development Agreement back to staff for additional negotiations with McGrath Real Estate Partners.
4. Deny the McGrath Development Agreement.

Background/History:

McGrath Real Estate Partners, LLC, is requesting a zoning map amendment to rezone 14.51 acres of property from Light Industrial (LI) and Heavy Industrial (HI) to High Density Residential (HR) and Highway Commercial (HC) to facilitate the development of a multi-family residential and commercial project described in the Zoning Map Amendment staff summary. The Development Agreement helps to ensure that the development of the property complies with City standards for development and engineering improvements, Regional Plan goals and policies, and City Council goals. 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.

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 Affordable Housing trust in order to help provide affordable housing through other projects. For all development agreement points, refer to the attached Development Agreement and the summary of deal points under Key Considerations in this report.

On May 10, 2019, the Inter-Division Staff (IDS) approved a revised site plan, a copy of which is attached to the Direct to Ordinance Zoning Map Amendment staff summary, for the proposed development subject to successfully obtaining a Direct to Ordinance Zoning Map Amendment. Should the Zoning Map Amendment be denied, the site plan submitted will no longer be approved.

Key Considerations:

Summary of McGrath Development Agreement Points:

- Establishes a maximum number of residential units and bedrooms and a minimum square foot area of commercial space.
- Stipulates site plan design requirements for the conceptual commercial site plan to ensure compliance with the Urban Activity Center as defined in the Regional Plan.
- Establishes developer obligations for on-site and off-site right-of-way and other infrastructure improvements to be constructed in connection with the Project. This includes a requirement for the developer to contribute $200,000 to the City for the cost of improvements to the Lone Tree Road Corridor.
- Developer agrees to construct a Flagstaff Urban Trail System connection.
- Developer agrees to provide 10% of the overall units count (34 out of 333 units) for income-restricted rental units, comply with an Affordability Plan, and contribute $500,000 to the City of Flagstaff's Housing Section.

- Developer agrees to participate in the City of Flagstaff Crime-Free Multi-Housing Program and will contribute $25,000 to the Flagstaff Police Department to offset some of the additional costs of providing service to the project.
- Developer agrees to contribute $10,000 to the Fire Department.
- Requires that two undisturbed open space areas on the site shall remain undeveloped and that existing Ponderosa pine trees within those areas be preserved.
- Developer agrees to work with the City's Sustainability Section to utilize best practices in diverting debris produced in the construction of the development and to facilitate recycling by the tenants.
- Provides a Phasing section to outline all improvement required to be completed prior to a Certificate of Occupancy being issued for a residential building or a commercial building.

Community Benefits and Considerations:

Community benefits and considerations related to this request are addressed in more detail in the Planning & Zoning Commission Direct to Ordinance Zoning Map Amendment staff report dated May 28, 2019.

Community Involvement:

The developer conducted a neighborhood meeting on May 16, 2019, at the Aquaplex to discuss the revised proposed Zoning Map Amendment site plan with the surrounding community, as required by the Flagstaff Zoning Code. There have been no specific public meetings on the McGrath Development Agreement.

Attachments: Res. 2019-36
McGrath Development Agreement
McGrath DA Exhibits
Presentation

RESOLUTION NO. 2019-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN MCGRATH REAL ESTATE PARTNERS, LLC AND THE CITY OF FLAGSTAFF RELATED TO THE DEVELOPMENT OF APPROXIMATELY 14.51 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 825 AND 829 EAST BUTLER AVENUE AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, McGrath Real Estate Partners, LLC ("Developer") has submitted a Direct to Ordinance Zoning Map Amendment for a development consisting of a minimum of 19,000 square feet of commercial space in two buildings and 333 dwelling units in two 5-story multi-family residential buildings and six 2-story multi-family residential buildings; and

WHEREAS, Developer and the City of Flagstaff ("City") wish to enter into a development agreement, in the form attached to the staff summary submitted in support of this Resolution (the "Development Agreement"), to provide for the terms and conditions under which the Property will be developed and to set forth in detail certain obligations of Developer and the City; and

WHEREAS, developing the Property under the terms and conditions of the proposed Development Agreement will be consistent with the Flagstaff Regional Plan 2030, and Developer and the City acknowledge that the Development Agreement will operate to the benefit of both parties; and

WHEREAS, Arizona Revised Statutes § 9-500.05 authorizes the City to enter into development agreements in order to facilitate the orderly and effective development of properties.

ENACTMENTS:

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

SECTION 1. The Development Agreement provides benefit to the City of Flagstaff.

SECTION 2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs and land use designations of the General Plan, any applicable specific plans, and the Zoning Code.

SECTION 3. The Development Agreement complies with the requirements of Arizona Revised Statutes § 9-500.05.

SECTION 4. That the City of Flagstaff be hereby authorized to enter into the Development Agreement in the form attached to the staff summary submitted in support of this Resolution.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Development Agreement and its related documents and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 6. That City Clerk be hereby directed to record a copy of the agreement with the Coconino County recorder no later than ten days after the development agreement is executed.

SECTION 7. This Resolution shall become effective thirty (30) days following adoption by the

City Council.

SECTION 8. 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

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. 2019-20) and Site Plan (PZ-19-00081) including any approved modifications (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 City of Flagstaff 211 West Aspen Avenue Flagstaff, Arizona 86001	McGrath Real Estate Partners, LLC 950 Corbindale Road, Suite 300 Houston, TX 77024-2849 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 2019-20 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 2019-20, 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: _____

Development Agreement

EXHIBIT "A" - Legal Description

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.

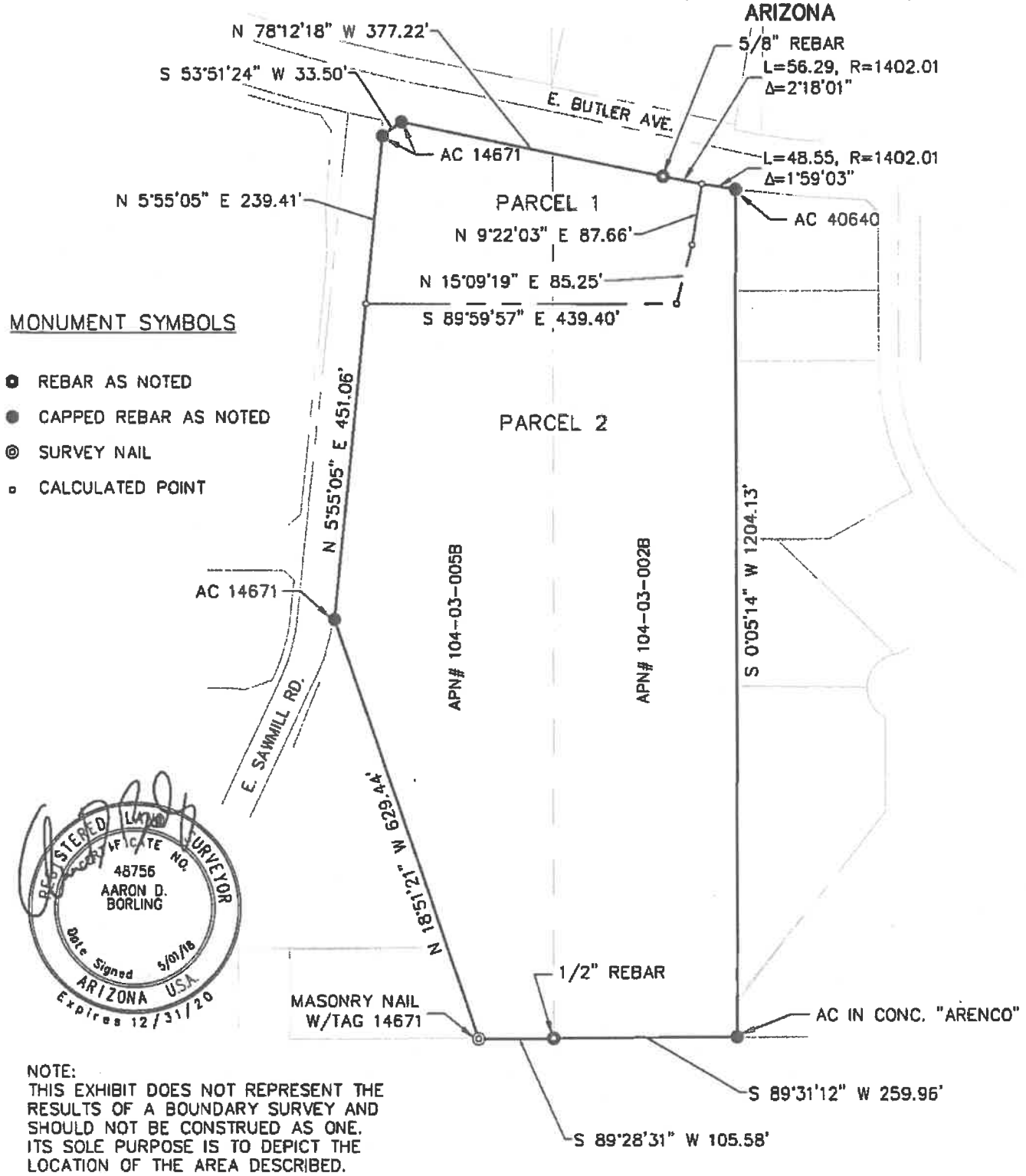
This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, AZ.



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
928.774.6934 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

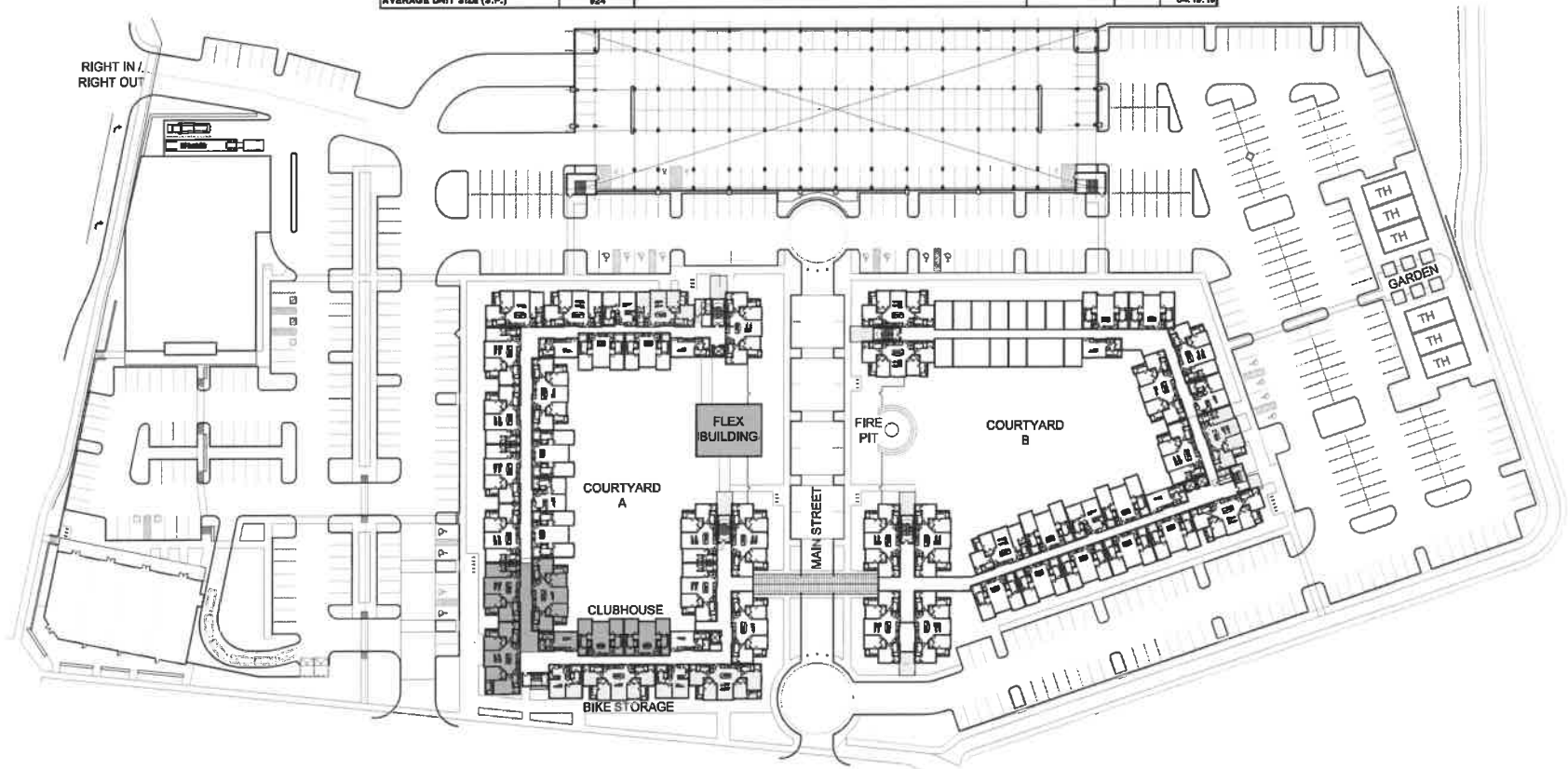
FILE: P:\2017\17113\Survey\Legal Descriptions\EXHIBIT A.dwg MJR-C3D-17

Development Agreement

EXHIBIT "B" – Site Plans

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	1Bdr1Bath	659	659	4	6	6	6	6	28	18,452	18,452		
B1	2Bdr2Bath	971	971	9	9	11	11	11	51	49,521	49,521	77	23.1%
B1a	2Bdr2Bath	1,087	1,087	4	4	4	4	4	20	21,740	21,740		
TH1	2Bdr2.5Bath	1,200	1,200	6	0	0	0	0	6	7,200	7,200		
C1	3Bdr3Bath	1,155	1,155	11	13	14	14	14	66	76,230	76,230	66	19.8%
D1	4Bdr4Bath	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"

N

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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McGrath Multi-Family Housing, West Elevation Perspective

MEEKS PARTNERS 2018

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

JOB NO. 17013

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MATERIAL LEGEND

Window frame	ALMOND
Exterior brackets	SW 6119 LEATHER BOUND
Fascia & Panels	SW 7041 VAN DYKE BROWN
Roof composite	Slate (Timberline colors)
Roof metal	Charcoal Gray
Metal Panels	Charcoal Gray
STONE	
Trim	SW 6539 SOOTHING WHITE
Storefront	CLEAR ANODIZED ALUMINUM
Siding 1	SW 7671 ON THE ROCKS
Siding 2	SW 2849 WESTCHESTER GRAY
Siding 3	
Siding 4/ B&B	SW 6119 LEATHER BOUND
Siding (shingles)	
Painted Precast Conc.	SW 6539 SOOTHING WHITE



4 EAST ELEVATION
1/16"=1'-0" BUILDING 3



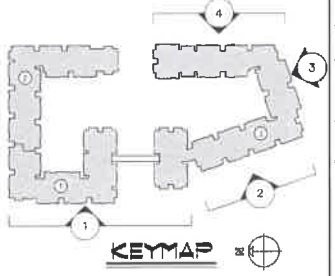
3 SOUTH ELEVATION
1/16"=1'-0" BUILDING 3



2 WEST ELEVATION
1/16"=1'-0" BUILDING 3



1 WEST ELEVATION
1/16"=1'-0" BUILDING 1&3



ELEVATIONS - APRC MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

MEEKS PARTNERS
16000 Memorial Drive
Suite 100
Houston, Texas 77079
2815888767

A-13

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3 SOUTH ELEVATION
1/16"=1'-0" BUILDING 1



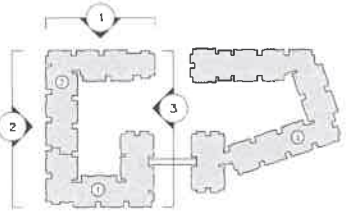
2 NORTH ELEVATION
1/16"=1'-0" BUILDING 2



1 EAST ELEVATION
1/16"=1'-0" BUILDING 2

MATERIAL LEGEND

Window frame	ALMOND
Exterior brackets	SW 6118 LEATHER BOUND
Fascia & Panels	SW 7041 VAN DYKE BROWN
Roof composite	Slate Timberline colorsl
Roof metal	Charcoal Grey
Metal Panels	Charcoal Grey
STONE	SW 6539 SOOTHING WHITE
Trim	SW 6076 BOOTHILL GRAY
Storefront	SW 7671 ON THE ROCKS
Siding 1	SW 2849 WESTCHESTER GRAY
Siding 2	
Siding 3	SW 6118 LEATHER BOUND
Siding 4/ B&B	SW 6076 BOOTHILL GRAY
Siding (shingles)	SW 6539 SOOTHING WHITE
Painted Precast Conc.	



KEYMAP

08.21.18

ELEVATIONS - APRC MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

MEEKS PARTNERS
18000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

A-14

JOB NO. 17013

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WOOD PLANK SIDING
SW3507 'RIVERWOOD'



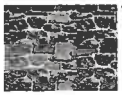
EXPOSED WOOD BEAMS &
WOOD PLANK SIDING
SW3513 'SPICE CHEST'



GALVALUME CORRUGATED
METAL SIDING BY ATAS



8X8X16 INTEGRAL COLOR MASONRY
'SOUTHWEST GOLD' W/
FOUNDERS FINISH BY SUPERLITE



OLD COUNTRY FIELDSTONE
BY CULTURED STONE

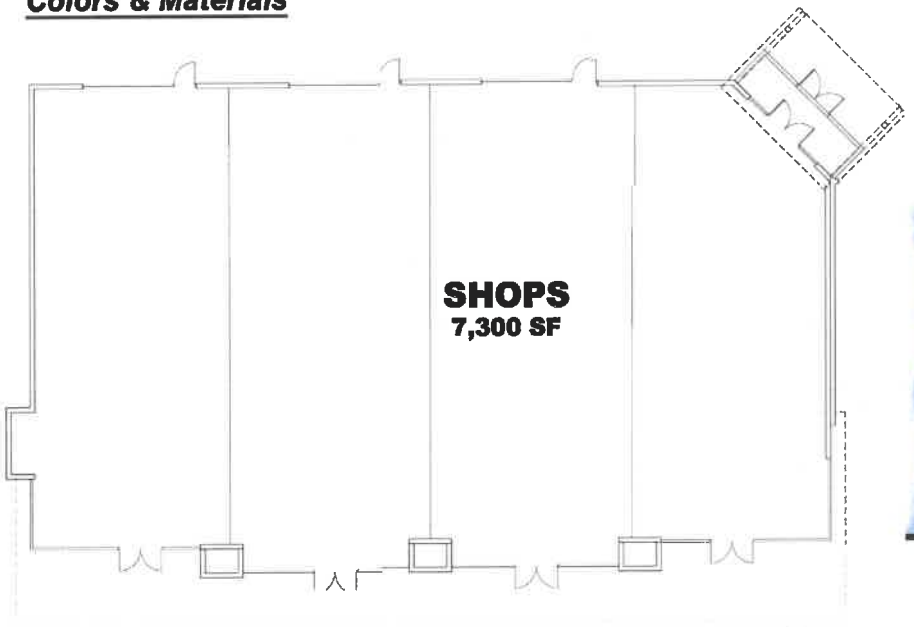


BLACK ANODIZED ALUM.
FRAMES W/ CLEAR INSULATED
LOW E GLAZING BY OLDCASTLE

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
Architecture · Planning · Interior Design
4650 E. Cotton Center Boulevard Phoenix, AZ 85040
602.395.1000 www.verticaldesignstudios.com

Conceptual Commercial Elevations
Approved with Conditions, PZ-17-00089-02, 9/21/2018



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) 222-4288
www.archicon.com
ARCHICON ARCHITECTURE & INTERIORS, L.C.

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Anchor

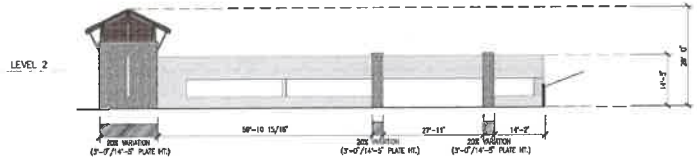
Conceptual Building Elevations
Flagstaff, Arizona

JULY 20, 2018

Conceptual Commercial Elevations
Approved with Conditions, PZ-17-00089-02, 9/21/2018

MATERIAL LEGEND

Window frame	ALMOND
Exterior brackets	
Fascia & Panels	
Roof composite	
Roof metal	
Metal Panels	
STONE	
Trim	SW 6539 SOOTHING WHITE
Storefront	
Siding 1	SW 7671 ON THE ROCKS
Siding 2	
Siding 3	
Siding 4/ B&B	
Siding (shingles)	
Painted Precast Conc.	SW 6539 SOOTHING WHITE



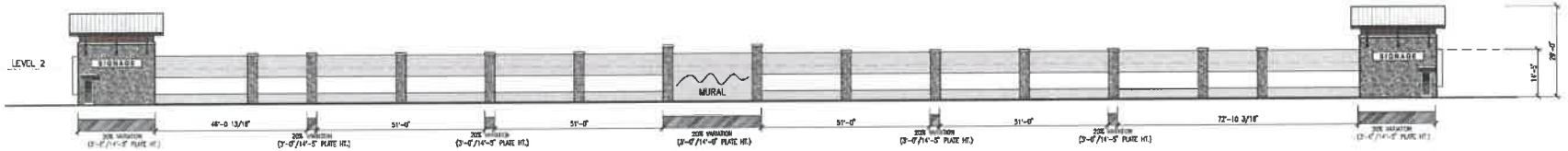
4 SOUTH GARAGE ELEVATION
1/16"=1'-0"



3 EAST GARAGE ELEVATION
1/16"=1'-0"



2 NORTH GARAGE ELEVATION
1/16"=1'-0"



1 WEST GARAGE ELEVATION
1/16"=1'-0"

GARAGE ELEVATIONS - APRC MULTI-FAMILY FLAGSTAFF

FLAGSTAFF, ARIZONA - APRC

MEEKS PARTNERS
16000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

A-18

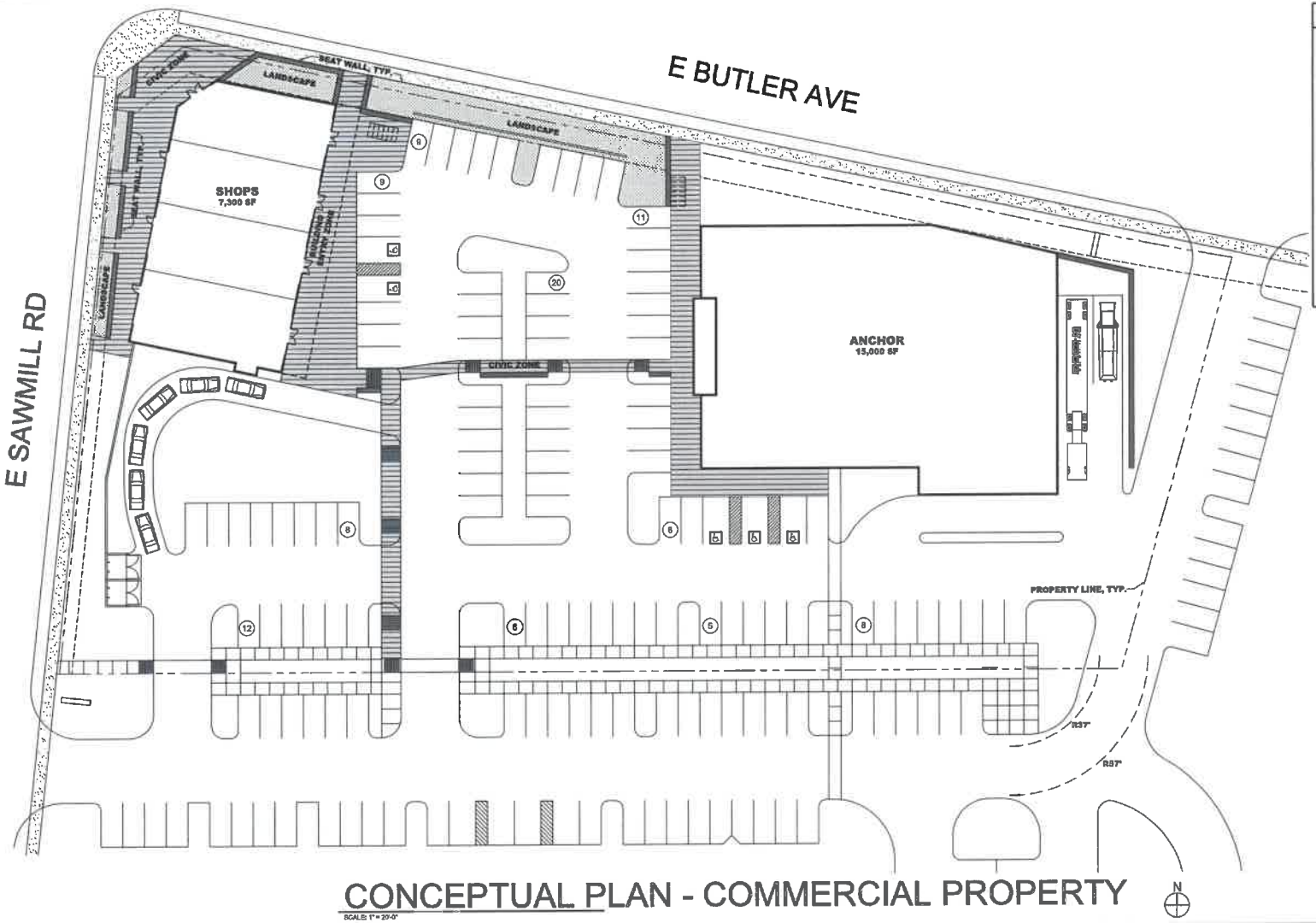
JOB NO 17013

FA 21.15

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Development Agreement

EXHIBIT "C" – Conceptual Plan: Commercial Property



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 GENERAL RETAIL 1/300	: (2,000 SF) 20+7 = 27 STALLS : (5,300 SF) 18 STALLS
TOTAL PARKING REQUIRED	: 95 STALLS
PARKING PROVIDED PARKING RATIO	: 99 STALLS : 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

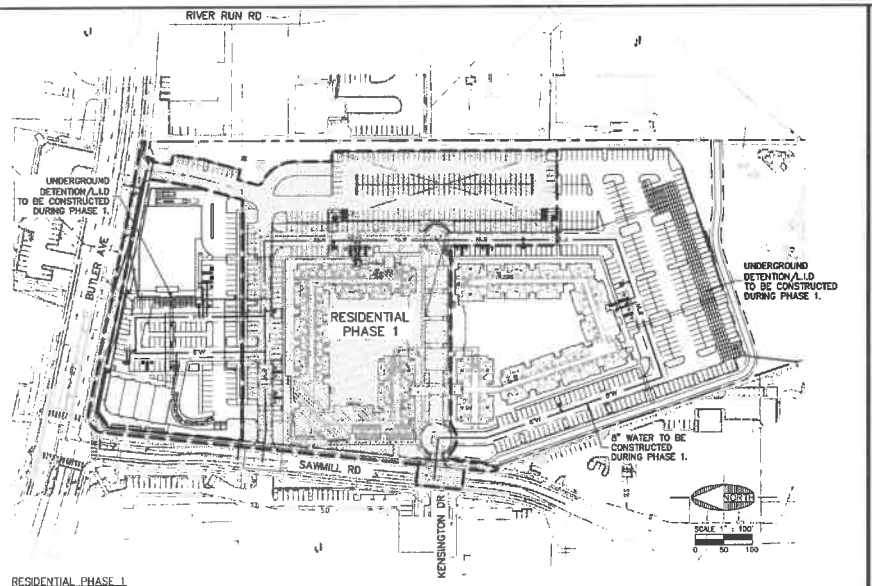
01/03/18

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

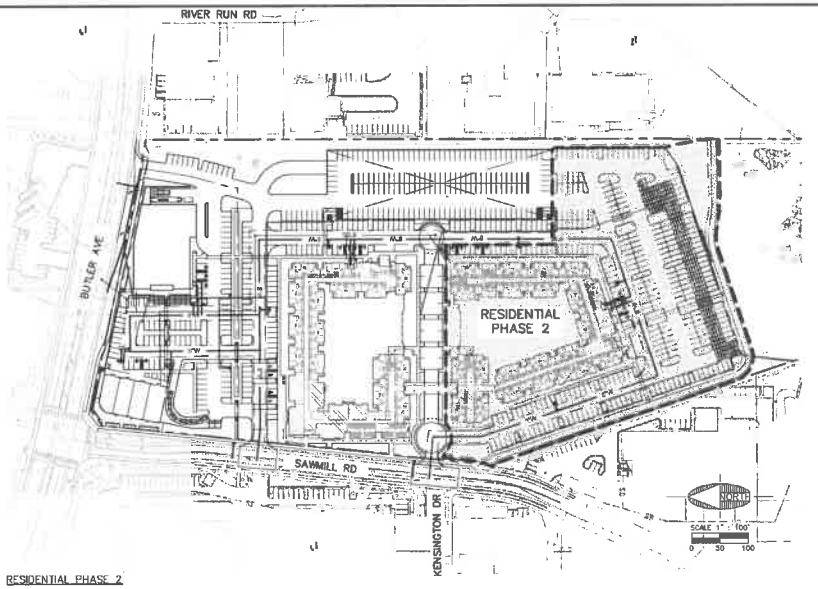
Development Agreement

EXHIBIT "D" – Phasing Plan



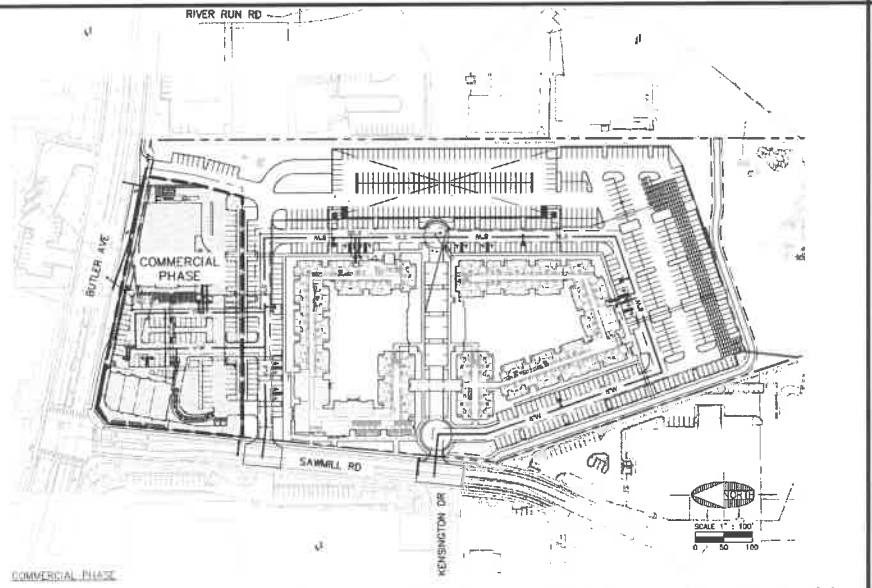
RESIDENTIAL PHASE 1

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.

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project #PZ-17-00089

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
928.773.0354
928.774.6934 fax
www.swiaz.com

SWI
Shephard Wesnitzer, Inc.

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

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 (for Safety)

DRAWING NO.
EX01

SHT NO.	OF
1	1

PLOTTED: Jan 16, 2019 - 3:14pm

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Development Agreement

EXHIBIT "E" – Affordability Plan

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	6	28
1 br / 1 bath	9	28
2 br / 2 bath	9	71
2 br / 2.5 bath	1	6
3 br / 3 bath	6	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.

Development Agreement

EXHIBIT "F" – Zoning Ordinance

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.

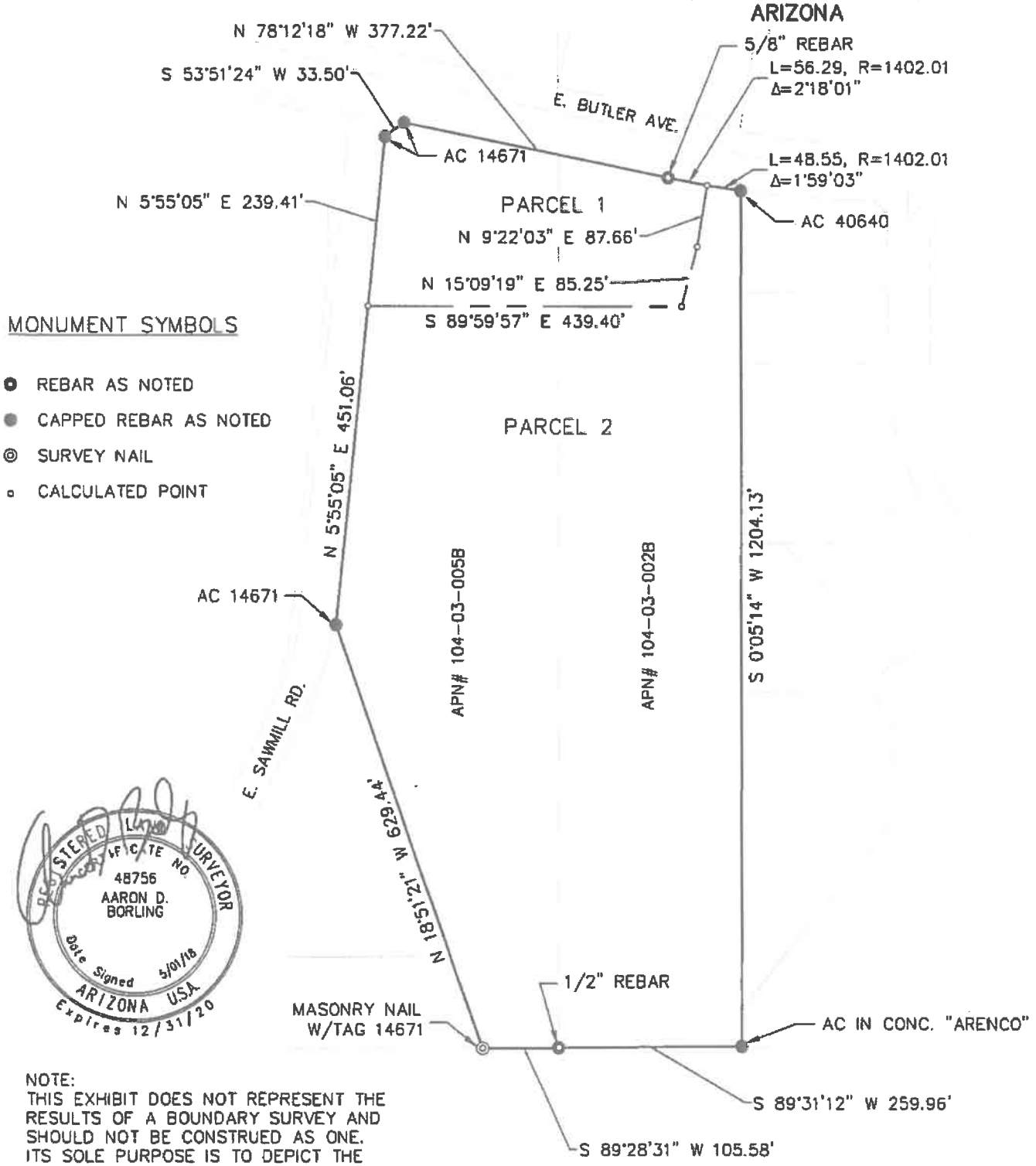
This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, AZ.



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 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

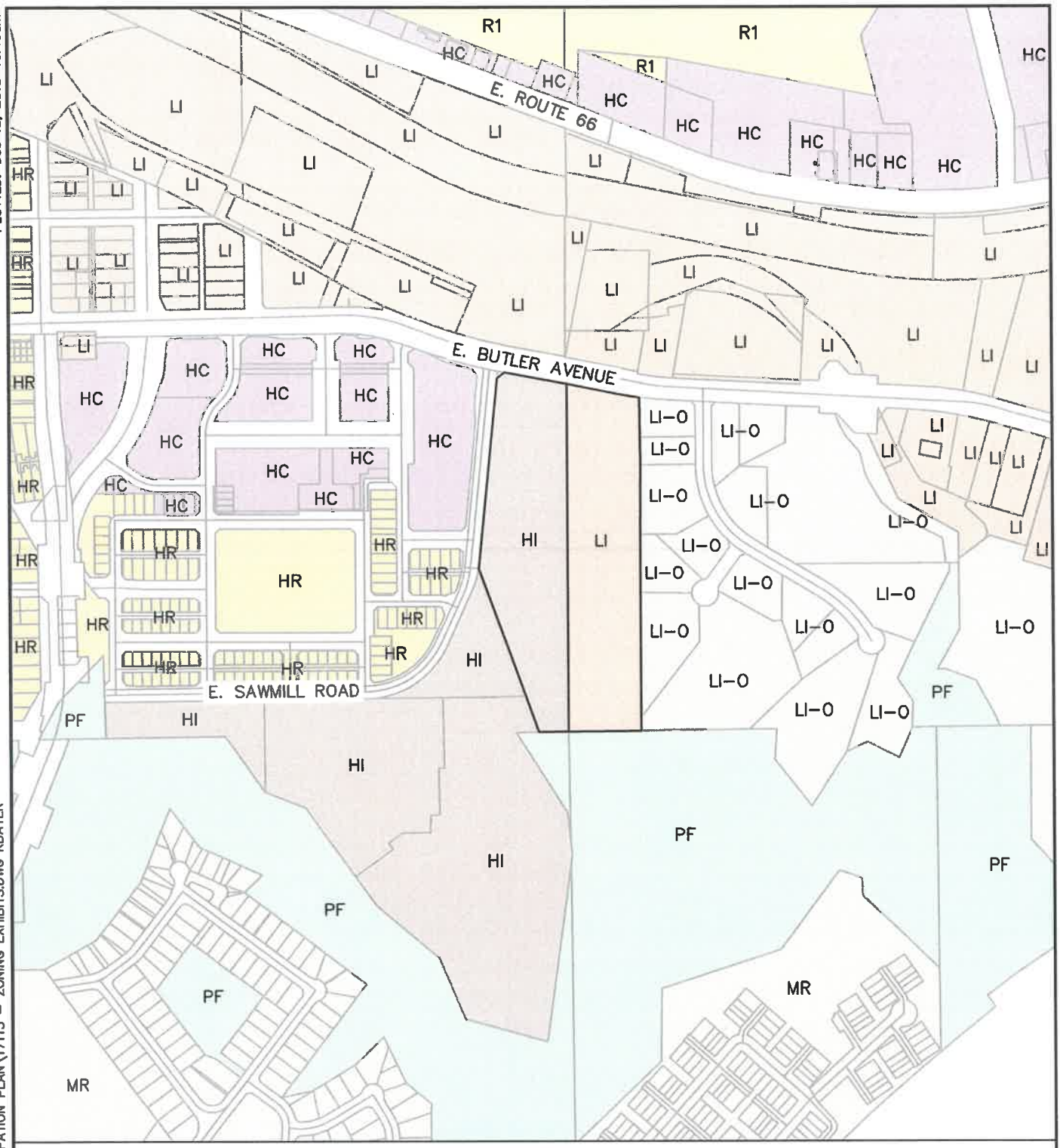
ASSET PLUS — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT "A"

SHEET 3 OF 3

FILE: P:\2017\17113\Survey\Legal Descriptions\EXHIBIT A.dwg MJR-C3D-17

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

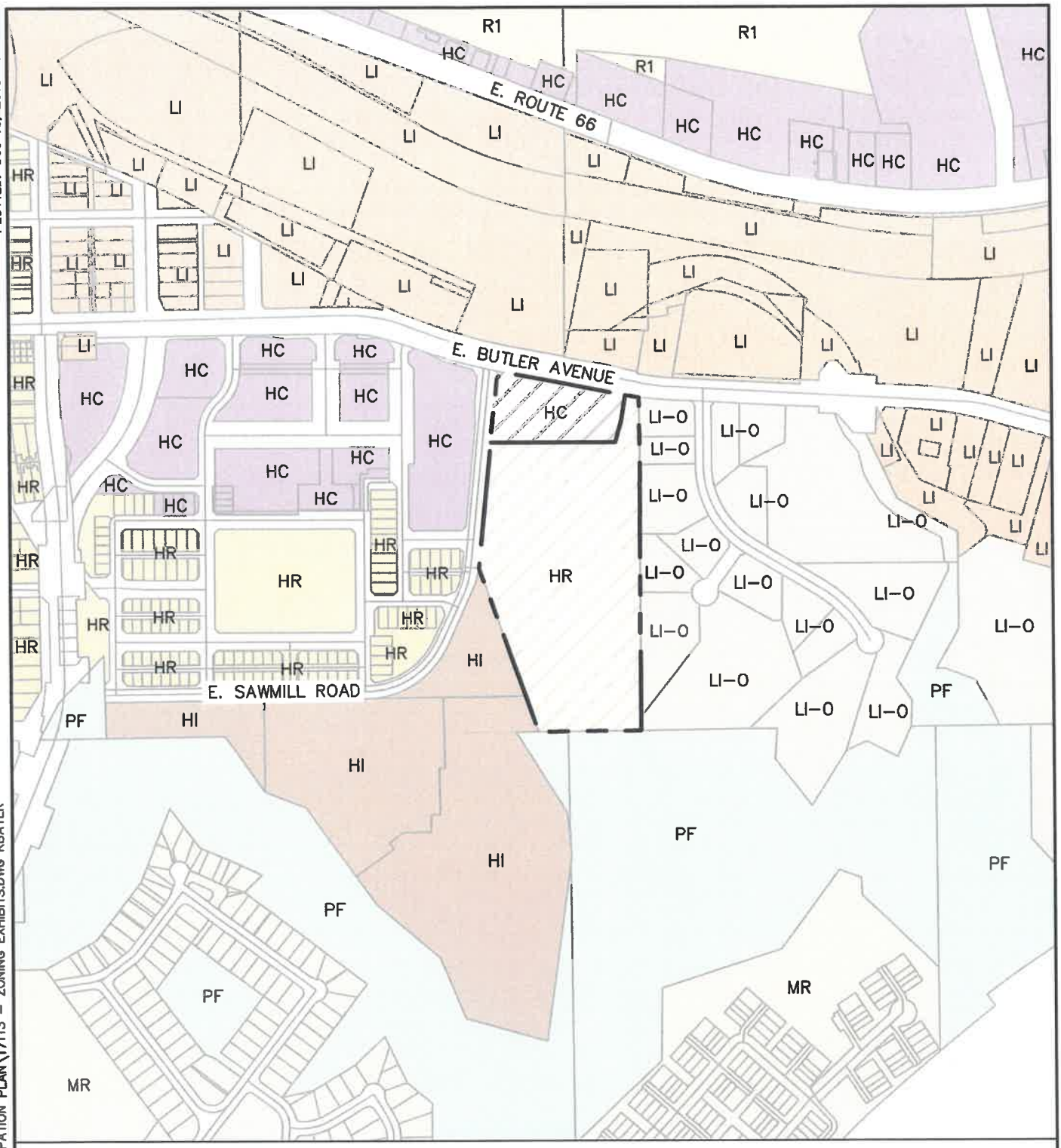
McGRATH MULTI–FAMILY HOUSING & RETAIL — FLAGSTAFF ARIZONA

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

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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

Zoning Map Amendment Request PZ-19-00081 2nd Read

City Council Meeting - July 2, 2019

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

LOCATION & SURROUNDING USES



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,

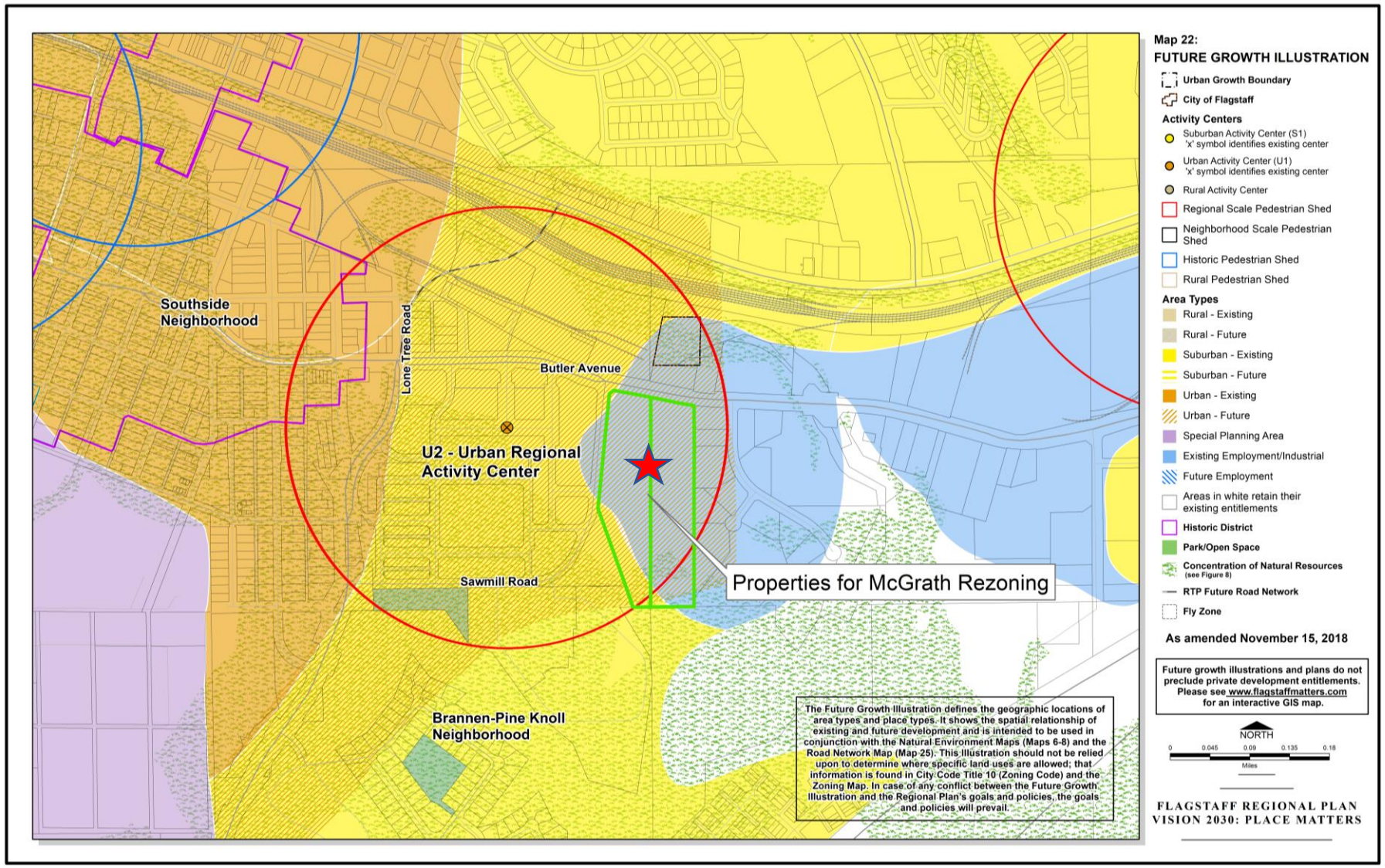
(+) The commercial project will include employment type uses including Goodwill Industries which anticipates 50 employees and provides job training

~~**(=)** 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.

FLAGSTAFF REGIONAL PLAN 2030 – Future Growth Illustration Map



REQUEST:

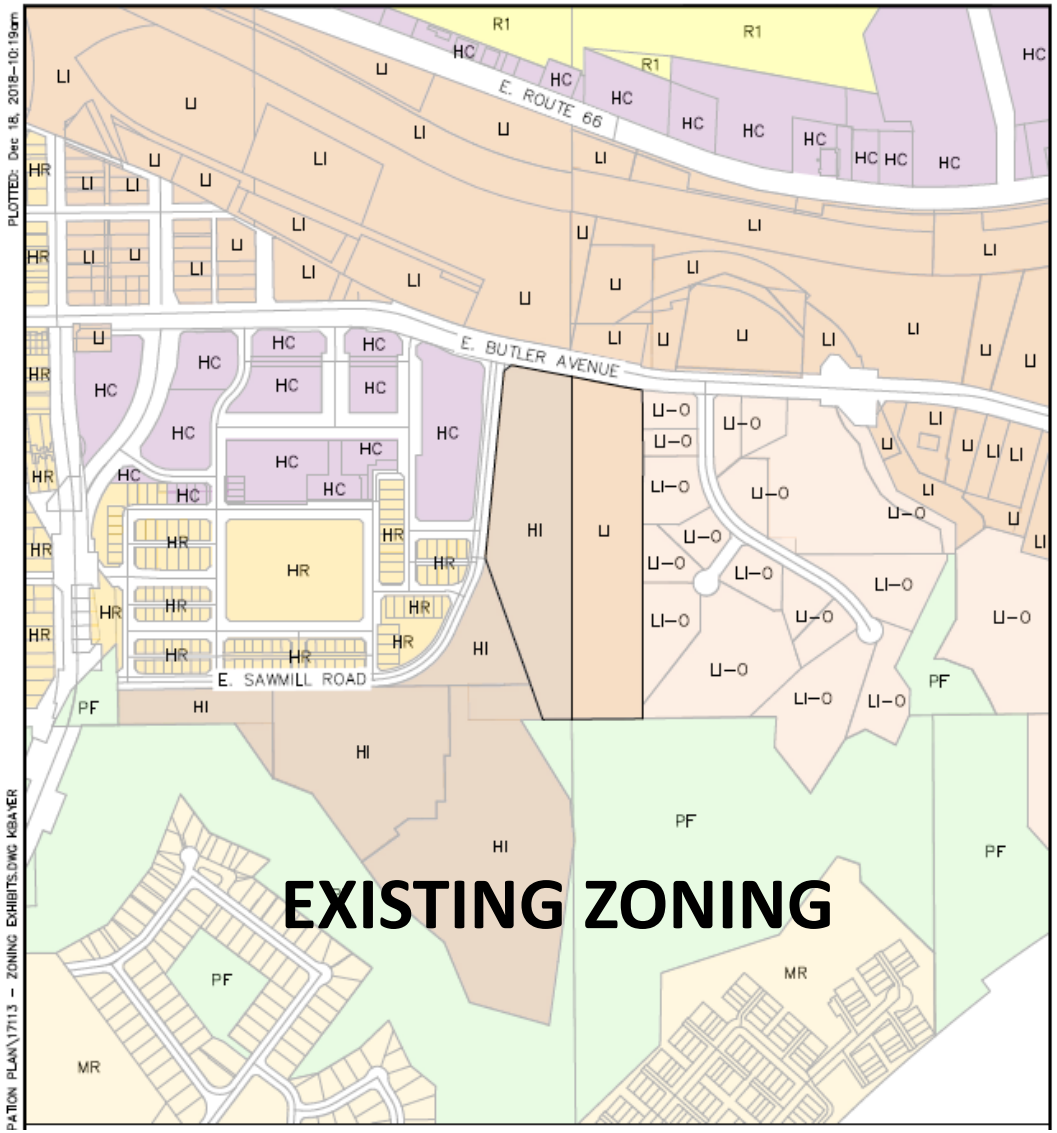
McGrath Real Estate Partners is requesting rezoning approval to permit a development with a minimum of 19,000 SF of commercial space in conjunction with a **333**-unit (**764** bedroom) multi-family project.

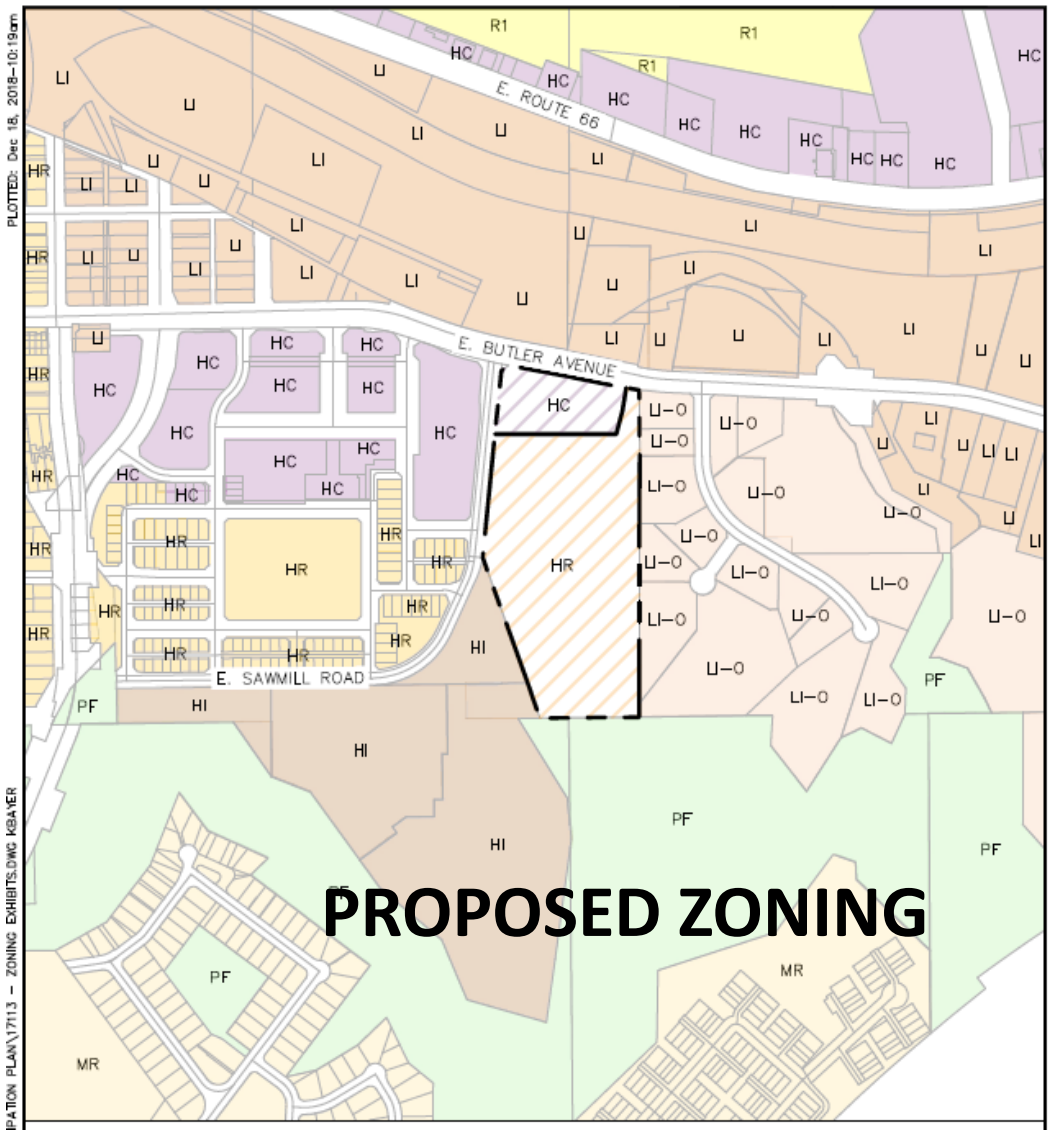
If approved, 14.51 acres will change from Light Industrial (LI) & Heavy Industrial (HI) to:

2.24 acres of Highway Commercial (HC)

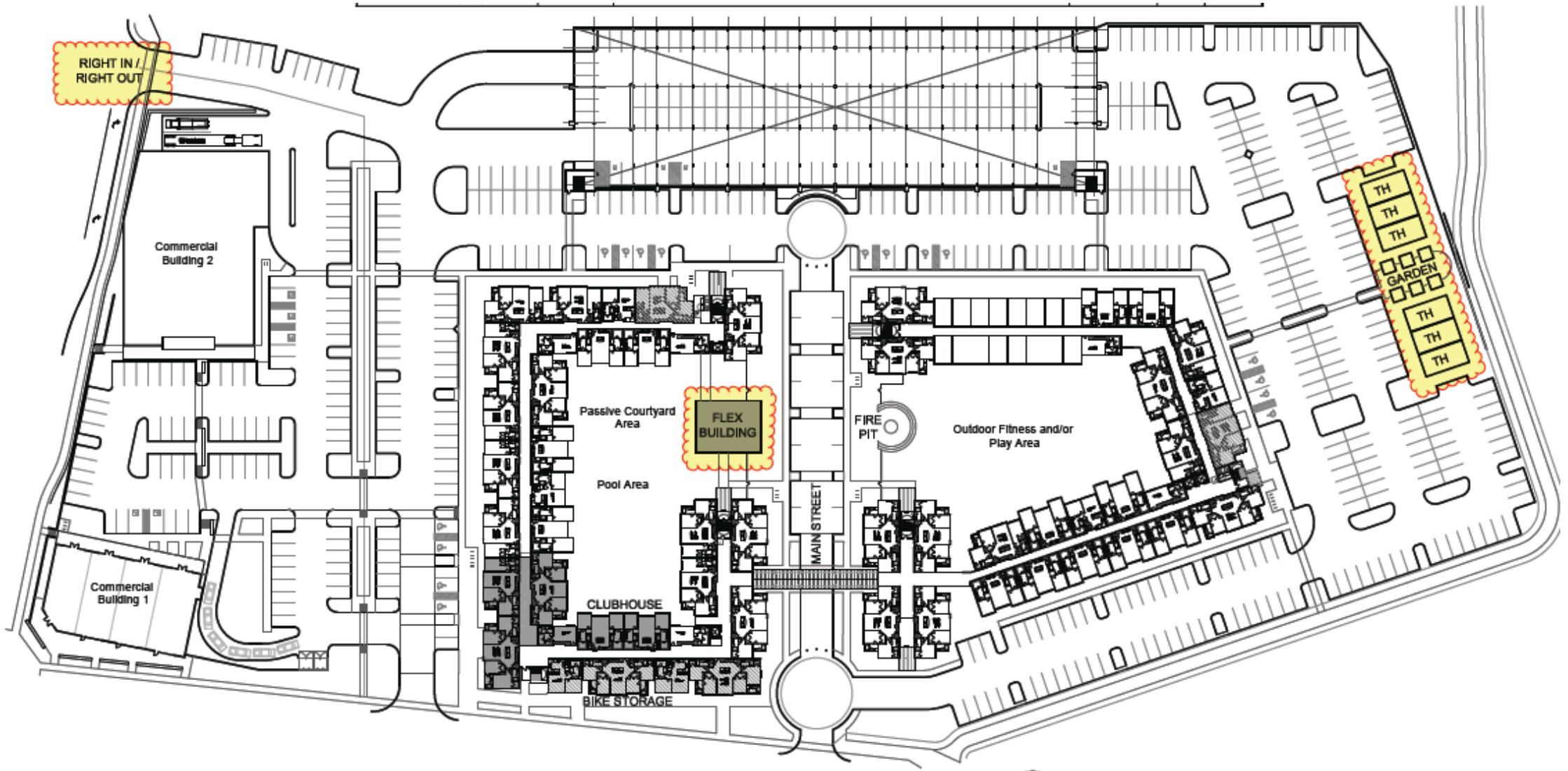
12.27 acres of High Density Residential (HR)

ZONING EXHIBIT





REVISED SITE PLAN



ZONING CODE STANDARDS COMPARISON

COMMERCIAL PORTION

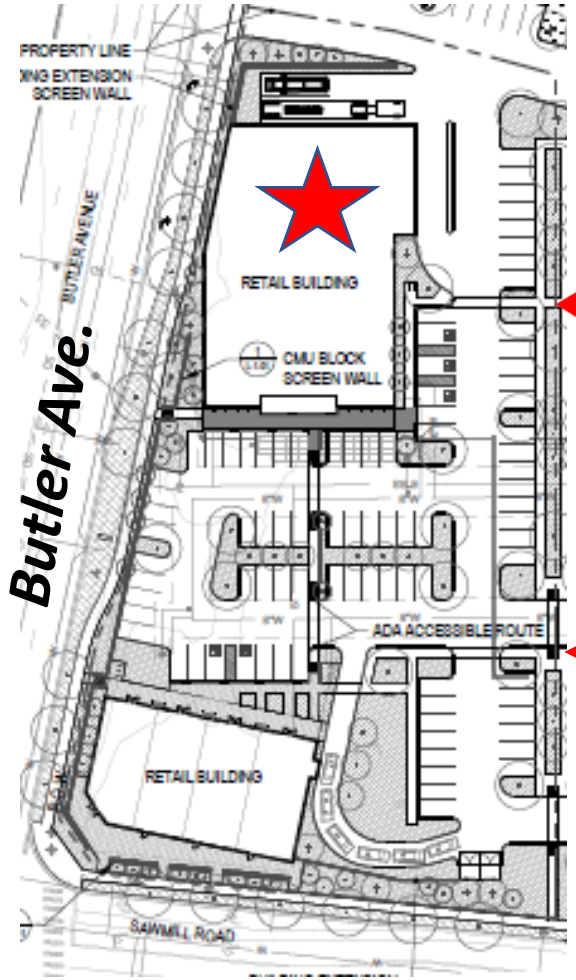
STANDARDS	EXISTING ZONING (LI/HI)	PROPOSED ZONING (HC)	PROPOSED PROJECT
Civic Space	0.0	5%	5%
Maximum Building Height	60’	60’/65’ (pitched roof)	32’
Floor Area Ratio (Total Building Square Feet/Site Area)	1.5	3.0	0.23

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



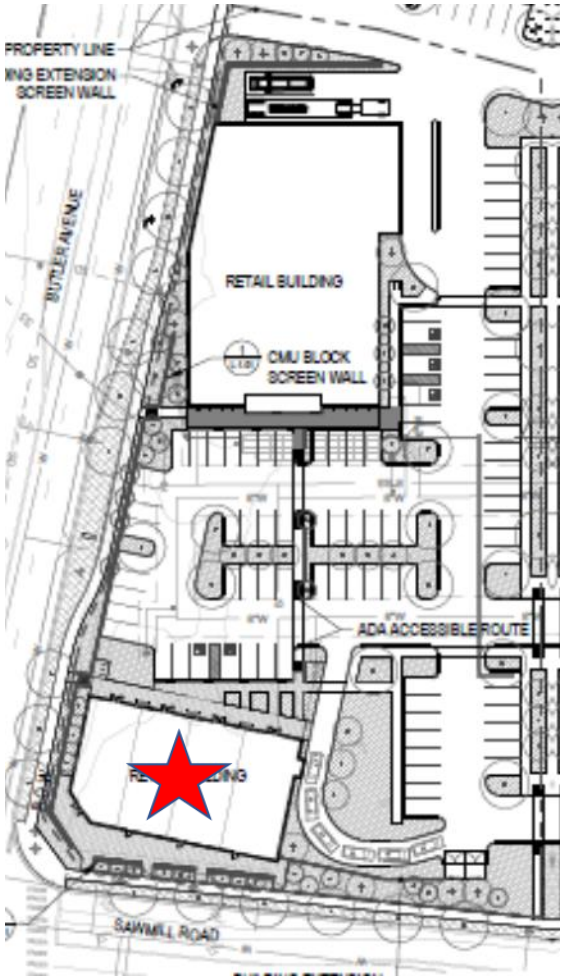
2 SIDE STREET ELEVATION

North Elevation: Faces Butler Ave.

Anchor
Conceptual Building Elevations
Flagstaff, Arizona

ARCHITECTURAL ELEVATIONS

Commercial Corner Building



North



ARCHITECTURAL ELEVATIONS

Residential Buildings

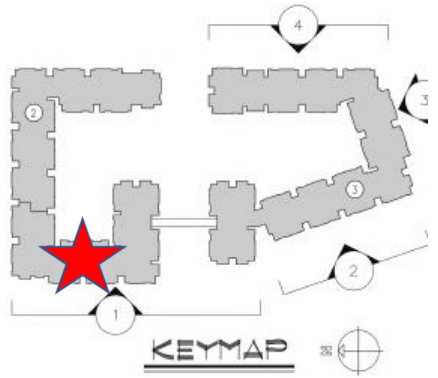
West elevation of the north tower; facing Sawmill Rd & Aspen Place at the Sawmill

Height at peak of roof: 64’- 8”



Building Entrance & Clubhouse

Pedestrian Bridge at 3rd story connecting the two buildings



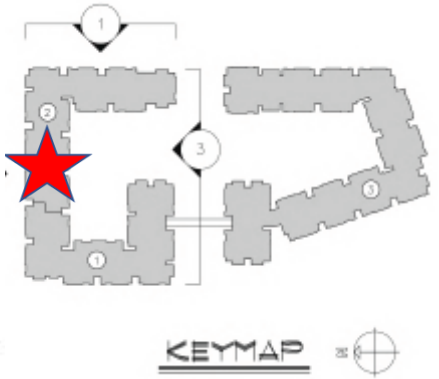
North

ARCHITECTURAL ELEVATIONS

Residential Buildings

North elevation of the north tower; facing Butler Ave. & the commercial project





Building Entrance & Clubhouse

North

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

- City is requiring developer to contribute $200,000 towards the cost of future improvements along the Lone Tree Corridor

- 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

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

The Planning & Zoning Commission held Public Hearings to consider this Zoning Map Amendment request on May 22nd and 29th, 2019.

On May 29th, the Planning & Zoning Commission voted 5-0 to forward the request 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 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.

End of Zoning Map Amendment presentation

Development Agreement between City of Flagstaff and McGrath Real Estate Partners Resolution No. 2019-36

July 2, 2019

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

DEVELOPMENT AGREEMENT

Defines roles and responsibilities of City and Developer

Addresses the development of 14.51 acres of property located at 825 and 829 E. Butler Avenue into a multi-family and commercial project.

The agreement is consistent with the Flagstaff Regional Plan 2030

The term of this Development Agreement is 30 years

DEVELOPMENT AGREEMENT

Major Points:

- Development Standards
- Transportation Improvements ($200,000 contribution) for improvements to the Lone Tree Corridor
- Expansion of the Flagstaff Urban Trail System
- Affordable Housing (10% of units & add'l $500,000 contribution) to City's Housing Section
- Safety Plan for Multi-Family Housing ($25,000 to COF Police Dept.)
- $10,000 contribution to Fire Department
- Two permanently undisturbed Open Space Areas
- Materials Management (best practices for diverting debris during construction & recycling)
- Potential Phasing of the two towers
- 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

DEVELOPMENT AGREEMENT

EXHIBITS:

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

End of Development Agreement Presentation

15. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Elaine Averitt, Planning Development Manager
Date:	06/26/2019
Meeting Date:	07/02/2019

TITLE:

Consideration and Approval of Preliminary Plat Request by Brookfield Communities, Inc. for Preliminary Plat approval for Woodshire on Butler Condominiums, a 50-unit residential condominium subdivision. The 4.06-acre site is located at 2989 E. Butler Avenue in the HC, Highway Commercial Zone and 3001 E. Butler Avenue in the HR, High-Density Residential Zone; both are in a Resource Protection Overlay (RPO) zone.

STAFF RECOMMENDED ACTION:

The Planning and Zoning Commission recommends (4-0 vote on 6/12/19) the City Council approve the Preliminary Plat.

Executive Summary:

This is a request for preliminary plat approval for a 50-unit residential condominium subdivision known as Woodshire on Butler Condominiums. Please see Sheet No. 1 of the Preliminary Plat for the Vicinity Map. A Powerpoint presentation will be provided prior to the final agenda.

**** A Presentation will be in the Final Agenda sent to Council. ****

Financial Impact:

No financial impacts are anticipated with this Preliminary Plat.

Policy Impact:

There are no policy impacts affiliated with this Preliminary Plat.

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

Council Goals

Economic Development - Grow and strengthen a more equitable and resilient economy.
Affordable Housing - Support development and increase the inventory of public and private affordable housing for renters and home buyers.

Team Flagstaff Goals

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

Regional Plan

Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1. Approve the preliminary plat with no conditions, as recommended by the Planning and Zoning Commission.
2. Approve the preliminary plat with conditions.
3. Deny the preliminary plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background/History:

The subject site is located on the south side of Butler Avenue just east of Herold Ranch Road. On May 1, 2019, the Inter-Division Staff approved a Site Plan for the proposed development of 50 new detached apartment buildings and associated parking, with the understanding that the apartment units would ultimately become individually owned through condominium subdivision. Detached condominiums look like single-family homes but the dwellings are individually owned. The open space, driveways, and parking areas are jointly owned and jointly maintained by a community association. This preliminary plat application is the first step in approval of the condominium subdivision, which will be followed by civil engineering plan approvals and then final plat approval.

Key Considerations:

The City Council shall find the proposed preliminary plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and the City Code Title 13, Engineering Design Standards and Specifications as specifically addressed in the "Findings" section (pages 2 and 3) of the attached Planning & Development Services report to the Planning and Zoning Commission.

Community Benefits and Considerations:

The proposed development provides 50 detached residential condominium units and 10% of those units will be affordable. The site is located within a Future Urban Activity Center. The proposal of 50 units on 4.06 acres results in an overall density of 12.3 units per acre and conforms to the Future Urban land use designation which seeks a minimum of eight (8) units per acre.

The dedication of right-of-way along Butler Avenue is in conformance with the Regional Plan because it meets the needs for future transportation improvements on Butler Avenue included in the Capital Improvements Project and Regional Plan.

Community Involvement:

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

Attachments: P&Z Commission Report 6/4/19
Preliminary Plat
Presentation

PLANNING & DEVELOPMENT SERVICES REPORT
PRELIMINARY PLAT

PZ-18-00105-03

DATE: **June 4, 2019**
MEETING DATE: **June 12, 2019**
REPORT BY: **Elaine Averitt, AICP**

REQUEST:

A request by Brookfield Communities, Inc. for Preliminary Plat approval for Woodshire on Butler Condominiums, a 50-unit residential condominium subdivision. The 4.06-acre site is located at 2989 E. Butler Avenue and 3001 E. Butler Avenue in the HC, Highway Commercial Zone and HR, High Density Residential Zone, and has a Resource Protection Overlay (RPO) zone. The applicant is requesting an associated approval of a Conditional Use Permit for a Planned Residential Development in the HC Zone.

STAFF RECOMMENDATION:

In accordance with the findings, staff recommends the Planning and Zoning Commission forward the preliminary plat to the City Council with a recommendation for approval.

PRESENT LAND USE:

The present land use is undeveloped and wooded property with some dirt roads crossing the site. A site plan for fifty (50) new apartment units was approved by the Inter-Division Staff on May 1, 2019. This is addressed further in the Staff Review section below.

PROPOSED LAND USE:

Woodshire on Butler Condominiums residential subdivision development, consisting of 50 detached condominium dwelling units located on 4.06-acres of developed land.

NEIGHBORHOOD DEVELOPMENT:

North: Vacant land; RR, Rural Residential Zone;
South: Vacant land; ER, Estate Residential Zone;
East: Vacant land; HR, High Density Residential Zone;
West: Vacant land; HC, Highway Commercial Zone.

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the proposed preliminary plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications. These findings are addressed in the next sections of this report.

STAFF REVIEW:

Introduction

On May 1, 2019, the Inter-Division Staff approved a Site Plan for the proposed development of 50 new detached apartment buildings and associated parking, with the understanding that the apartment units would ultimately become individually owned through a condominium subdivision. Detached condominiums look like single-family homes but the dwellings are individually owned. The open space areas, driveways, and parking areas are jointly owned and jointly maintained by a community association. This preliminary plat application is the first step in approval of the condominium subdivision, which will be followed by civil engineering plan approvals and then final plat approval. Once the plat is complete, the buyer of a unit will receive a recordable deed to the individual unit purchased, including the right to sell, mortgage, etc., that unit and sharing in joint ownership of any common grounds, parking areas and access. A vicinity map is located on Sheet 1 of the Preliminary Plat.

Flagstaff Regional Plan (FRP 2030)

The current land use designation for the site is Future Urban requiring a minimum of eight (8) units per acre. The location is also within a Future Urban Activity Center. The proposal of 50 units on 4.06 acres results in an overall density of 12.3 units per acre and conforms to the Future Urban land use designation.

The dedication of right of way along Butler Avenue is in conformance with the Regional Plan because it meets the needs for future transportation improvements on Butler Avenue included in the Capital Improvements Project and the Regional Plan. The property that the City plans to sell to the developer along Harold Ranch Road is the remnant after accounting for the right-of-way needed for that transportation improvement.

FLAGSTAFF ZONING CODE, SUBDIVISION CODE, ENGINEERING STANDARDS FINDINGS

City Code Title 10, Flagstaff Zoning Code

Any subdivision shall be designed to comply with the requirements of the specific zoning district within which it is located. The subject property is zoned HC, Highway Commercial Zone on APN 106-04-007B (0.75 acres) and HR, High Density Residential Zone on APN 106-04-006C (3.31 acres), and has a Resource Protection Overlay (RPO) zone on both parcels. The HR zone requires a minimum density of 10 dwelling units per acre (DU/AC) and a maximum of 22 DU/AC if subject to the Resource Protection Overlay. The proposed density for the HR zone is 12.1 dwelling units per acre (40 units divided by 3.31 acres), which complies with the density standard. The HC zone also utilizes the HR density standard as required for a Planned Residential Development (PRD). The proposed density for the HC zone is 13.3 dwelling units per acre (10 units divided by 0.75 acres). Maximum permitted lot coverage on the HR zone is 50%; the proposed coverage is 26.55%. Maximum permitted lot coverage on the HC parcel, using the T4N.2 standards is 80%; the proposed coverage is 29.19%. Lot coverage for the combined project is 27%. Site Plans are attached as part of this packet. Sheet PM01 describes the project data and compliance with PRD standards.

Both parcels are utilizing the Planned Residential Development option and the Bungalow Court building type. However, since the 3.31-acre HR parcel was rezoned from RR to HR in 2005 with an approved site plan, the HR parcel cannot use the T4N.2 setback standards. It is required to use setbacks for the HR zone which are: Front 10’ for 2nd floor & below, 15’ above 2nd floor; Side: 5’; Rear 15’. The proposed development on the HR parcel complies with these setbacks.

The required setbacks for the HC zone, per the applied T4N.2 standards are:
Front 5' min., 12' max; Side 3' min.; Rear 3' min. The proposed development on the HC parcel complies with these setbacks.

Maximum permitted height in the HR zone is 60 feet. In the HC zone (using T4N.2 and Bungalow Court standards) the maximum overall height allowed is 2 stories and 52 feet. The proposed maximum height of the condominium dwellings will be 25-7 ½" and all dwellings will be 2 stories.

Parking

Parking area access is from a single driveway off of Butler Avenue. The minimum required parking for

Landscaping

A landscaping plan was submitted and approved in conjunction with the site plan for the Woodshire on Butler residential development. Existing and new vegetation will be utilized to meet the requirements.

Natural Resources

The subject property is located within a Resource Protection Overlay (RPO) Zone. Per City of Flagstaff zoning code Section 10-30.20.040 Affordable Housing Incentives, where forest resources on a site overlap with steep slope resources, the forest resources in the steep slope area may be counted toward the required amount of forest resources for the whole site.

The forest resources which must be retained on-site in the RPO zone may be reduced for affordable housing developments based on the percentage of affordable units provided and the category of affordable housing. The City of Flagstaff zoning code section 10-30.20.040 Affordable Housing Incentives allows a 20% reduction of on-site forest or slope resource protection standards. For this site, the 50% minimum forest resource requirement reduces to 40%. Lastly, the slope preservation requirement for the 3.31-acre parcel is 70%. However, since 100% of the steep slope area will be preserved, the excess slope area translates into 53 additional tree points.

On the 0.75-acre parcel, the forest resource preservation rate is 29.18%. Since this will be a combined project with one home owner association, staff looks at the resource protection numbers for the combined project. For the combined 4.06 acres, the forest resource preservation rate is currently 46.3% as submitted with the most current civil engineering plans. The CUP Resource Protection Plan states a slightly higher number (before civil plan adjustments) of 47.92%. Assuming a 46.3% protection rate, this is above the 40% minimum requirement and complies with the zoning code.

City Code Title 10, General Plans and Subdivisions Code

Preliminary plats require submittal and staff review of traffic, preliminary stormwater, and water and/or sewer analyses. A summary of these analyses are provided later in this report. The subdivider is also required to inform public utility, cable and communication companies, school district, Soil Conservation Service, County Health Department, ADOT (if site abuts a state highway); Flood Control District; and, County Community Development Department (if site is adjacent to an unincorporated area). The applicant sent the required letters and has provided copies of any responses by the review agencies.

The information required to be shown as part of the preliminary plat submittal is extensive and includes, for example, existing and proposed rights-of-way and easements within the subdivision; adjacent street dedications and lot lines; size of each lot; location and description of proposed and existing utilities; and lot and tract dimensions.

Condominium subdivisions include additional information, including but not limited to, boundaries of the condominium; vertical and horizontal boundaries of each unit; and, location and dimensions of limited common elements, including porches, balconies, patios and entryways.

This application is a condominium plat, which takes a multi-unit complex, such as the subject property, and creates the ability for individually owned units. Typically, but not required, the units are defined as the air space within the walls of each structure. In this case, however, the units are defined as the air space within the three dimensional space as illustrated on Sheet PP01: A. Typical Lot Dimensions (23' x 30'), and B. Typical Building Elevation (25'-7 ½"). The owners will own and be responsible for maintenance of the exterior of the units as well as the interior. Areas outside of the unit such as parking spaces can be set aside for the individual owners as "limited common elements." Shared areas such as the landscaped areas and sidewalks are considered "common elements." Tract "A" contains all areas outside of the units and is dedicated to the owner association as common element. Tract "A" specifically lists common area, open space, and forest resource protection. Tract "B" is designated specifically as slope resource protection.

Approval of a preliminary plat is valid for a period of two years from the date of City Council approval. Preliminary plat approval may, upon written request to the Planning Director, be extended for an additional year is there is no change in conditions within or adjoining the preliminary plat which could warrant a revision of the original plat. A preliminary plat may not be recorded and does not constitute approval to clear, grade, remove trees, or perform other construction activity until a final plat is recorded and a grading permit is issued.

City Code Title 13, Engineering Design Standards and Specifications

A condominium subdivision has typically completed a site plan review which includes zoning code and engineering standards compliance findings. Engineering-related standards including utility easements, stormwater management, and landscaping in the parkway (right-of-way), have been reviewed and approved by staff.

SYSTEMS ANALYSIS:

Access and Traffic

The subject property is located on the south side of Butler Avenue, a major arterial, just east of Herold Ranch Road. Access to the site will be provided by a single driveway on East Butler Avenue (Sheet PM01). In the future, the site will also have access via Herold Ranch Road. This will happen when the City of Flagstaff, through Proposition 419 funding, improves Butler Avenue and builds the roundabout at Herold Ranch Road. At that time, the temporary emergency access (gated except for emergencies) through city-owned property will be abandoned. See Sheet RI01, Proposed Full Buildout of E. Butler Avenue. For the interim condition, vehicular traffic will use the Butler Avenue driveway and internal driveways of the combined project for circulation and access to parking. For the combined project, the developer is required to widen Butler Avenue to provide a left turn lane at the site driveway. In the future, certain turning movements may be restricted. For the interim condition, Butler Avenue does not have sidewalks. When Butler Avenue is improved and the roundabout constructed, there will be parkways and sidewalks on both sides. Onsite there are pedestrian walkways from all bungalow units which are connected to pathways and/or the internal driveway throughout the development. No

bicycle lanes currently exist on Butler Avenue. With the future widening of Butler Avenue, bicycle lanes will be provided on both sides of the street. The dedication of right-of-way along Butler Avenue will be completed prior to issuance of construction permits.

Water and Wastewater

The completion of Water & Sewer Impact Analysis was waived by the City of Flagstaff. The waiver is conditional upon this development entering into a development agreement with the City. The waiver letter recognizes that the developer has agreed to participate in offsite water improvements required to provide a secondary water source in order to meet City Engineering standards for public waterlines. The development's portion of this cost is calculated to be $35,606.20 for the combined project. Water and sewer lines are shown on Sheet PM01 of the preliminary plat. Sewer will be provided by 6" sewer services that will discharge to the 8" PVC sewer main located near the entrance of the site that connects to the existing 8" clay sewer main in E. Butler Avenue. Water service will be provided by 1.5" domestic water service lines that will connect to the proposed 8" water main loop. The water main loop will connect to the existing 24" ductile iron water main in E. Butler Avenue. No new utility infrastructure is required for this development. A Home Owner's Association will be required to be established in perpetuity. The HOA will be responsible for water and sewer billing.

Stormwater

As part of the site plan application a preliminary drainage report was reviewed and approved by Stormwater to analyze the potential for damage to adjacent properties and downstream drainage capacity. The site will be designed to provide positive drainage away from the proposed buildings and will not adversely affect the drainage characteristics of the adjacent offsite properties. The project site currently drains to the north toward E. Butler Avenue, and ultimately discharges to Switzer Canyon Wash. The proposed drainage path will mimic the existing conditions. The existing site is undeveloped. With the proposed improvements, approximately 81,735 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. A 14,805 cubic foot underground chamber system is proposed to be located underneath the western parking lot. A 747 cubic foot extended detention basin is proposed to be located in the center parking island. A 2,891 cubic foot underground chamber system is proposed to be located underneath the eastern parking lot. The site will be designed to alleviate some of the detention/LID volume and allow some volume to be accounted for within the landscape areas in the parking lot.

RECOMMENDATION:

In accordance with the findings, staff recommends the Planning and Zoning Commission forward the Preliminary Plat to the City Council with a recommendation for approval.

ATTACHMENTS:

- Application
- Applicant's response to IDS Conditions of Approval
- Preliminary Plat (9 sheets, 24x36")
- Floor Plans, Exterior Elevations, Landscape Plan (attached to the concurrent CUP Application)

PLOTTED: Apr 16, 2019 - 7:58am

PRELIMINARY PLAT
FOR
WOODSHIRE ON BUTLER CONDOMINIUMS
FLAGSTAFF, ARIZONA

LOCATED IN SECTION 23, 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.

ADEQUATE WATER SUPPLY NOTE:

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

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

RYAN WIESNER
BY: LETTER DATE:

UNISOURCE ENERGY SERVICES

MARTIN CONBOY
BY: LETTER DATE:

CENTURYLINK

MANUEL HERNANDEZ
BY: DATE:

ALTICE U.S.A

STANFORD YAZZIE
BY: LETTER 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

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

RESOURCE PRESERVATION

THE PROJECT DOES FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. THERE ARE RESOURCES WITHIN THE PROJECT THAT REQUIRE PRESERVATION.

IMPERVIOUS AREA SUMMARY

PRE-DEVELOPMENT IMPERVIOUS AREA: 7,977 SF
POST-DEVELOPMENT IMPERVIOUS AREA: 89,712 SF

FEMA DESIGNATION:

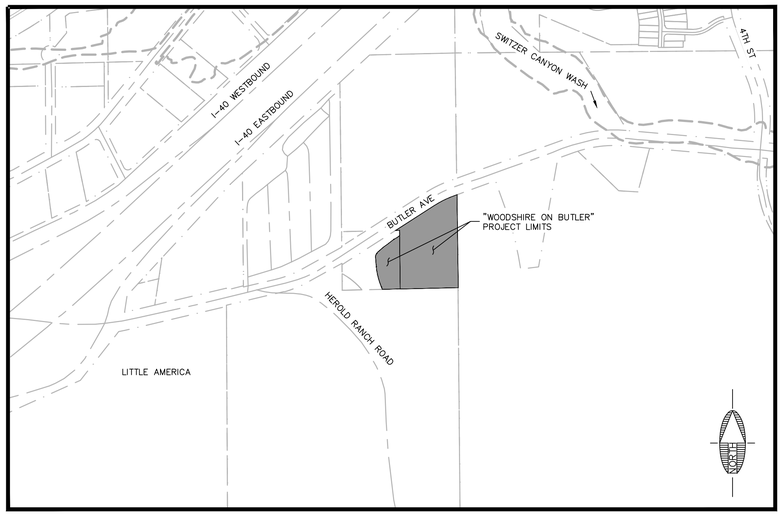
THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6828G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

WATER AND SEWER IMPACT ANALYSIS

THE PRELIMINARY PLAT DOES NOT HAVE SIGNIFICANT IMPACT TO THE EXISTING OFF-SITE WATER OR SEWER INFRASTRUCTURE. THE W.S.I.A. WAS WAIVED BY THE BY THE CITY OF FLAGSTAFF UTILITIES DEPARTMENT DATED NOVEMBER 29, 2018.

EARTHWORK SUMMARY

EXCAVATION: 3,092 C.Y.
EMBANKMENT: 5,896 C.Y.



VICINITY MAP
N.T.S.

SHEET INDEX		
SHEET NO.	DWG NO.	SHEET TITLE
CVR	1	COVER SHEET
PP01	2	OVERVIEW MAP
PP02	3	PRELIMINARY PLAT (2)
PP03	4	PRELIMINARY PLAT (3)
PP04	5	PRELIMINARY PLAT (4)
PP05	6	ROADWAY IMPROVEMENTS
NRPP	7	NATURAL RESOURCE PROTECTION PLAN

PROJECT OWNER:

BROOKFIELD COMMUNITIES, INC.
CONTACT: PHILLIP PETERSEN
3550 N. CENTRAL AVENUE #1101
PHOENIX, AZ 85012
(602) 265-4400

PROJECT DEVELOPER:

BROOKFIELD COMMUNITIES, INC.
CONTACT: PHILLIP PETERSEN
3550 N. CENTRAL AVENUE #1101
PHOENIX, AZ 85012
(602) 265-4400

PROJECT ARCHITECT:

THIRTY THREE NORTH ARCHITECTS
CONTACT: LARRY ALLEN
2315 E. WASHINGTON STREET
PHOENIX, AZ 85034
(602) 707-6240

PROJECT ENGINEER:

SHEPHARD-WESNITZER INC.
CONTACT: GUILLERMO E. CORTES
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

PROPERTY INFORMATION:

APN#: 106-04-006C (±3.31 AC)
3001 E. BUTLER AVENUE
FLAGSTAFF, AZ 86001
ZONING: HIGH DENSITY RESIDENTIAL (HR)

APN#: 106-04-007B (±0.75 AC)
2989 E. BUTLER AVENUE
FLAGSTAFF, AZ 86001
ZONING: HIGHWAY COMMERCIAL (HC)

SOURCE OF PROJECT INFORMATION

BOUNDARY INFORMATION FOR ASSESSOR'S PARCEL NUMBER 106-04-006C SHOWN HEREON PER AN ALTA/ACSM LAND TITLE SURVEY PREPARED BY WOODSON ENGINEERING, INC. DATED 9/24/2003, INSTRUMENT NUMBER 3230568 (BOOK 21 OF SURVEYS, PAGE 25), OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA. BOUNDARY INFORMATION FOR ASSESSOR'S PARCEL NUMBER 106-04-007B SHOWN HEREON PER A RESULTS OF SURVEY PREPARED BY SHEPHARD-WESNITZER, INC. DATED 4/15/2019, INSTRUMENT NUMBER 3839374, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA. TOPOGRAPHIC AND TREE SURVEY INFORMATION BASED ON A FIELD SURVEY PERFORMED BY SHEPHARD-WESNITZER, INC. IN AUGUST, 2003 AND SUPPLEMENTAL SURVEY IN MARCH, 2019.

BASIS OF BEARING

LINEAR UNIT:
INTERNATIONAL FEET

HORIZONTAL DATUM:
CITY OF FLAGSTAFF LOCAL COORDINATE SYSTEM, 1992 DEFINITION (MODIFIED ARIZONA STATE PLANE, 1983, CENTRAL ZONE)

VERTICAL DATUM:
NAVD88 REFERENCED TO CITY OF FLAGSTAFF POINT #1922200

PROJECT BENCHMARK:
CITY OF FLAGSTAFF POINT #1922200 (2" STEEL PLATE, NORTHEAST CORNER OF SECTION 23 TOWNSHIP 21N RANGE 7E G&SRM)

NORTHING: 52,298.67 FT
EASTING: 42,090.35 FT
ELEVATION: 6836.56 FT

GRID BEARING AND DISTANCE FROM C.O.F. #1922200 TO C.O.F. #2022200: S0° 42' 57"E 2645.59 FT

LEGAL DESCRIPTIONS

ASSESSOR'S PARCEL NUMBER 106-04-006C ACCORDING TO INSTRUMENT NUMBERS 3230568, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.
ASSESSOR'S PARCEL NUMBER 106-04-007B ACCORDING TO INSTRUMENT NUMBERS 3839374, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

LEGEND

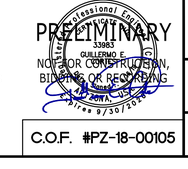
- PROJECT BOUNDARY
- LOT LINE
- ROW
- EASEMENT
- 8"SS — GRAVITY SEWER LINE
- 8"W — WATER LINE
- 4"SS — PROPOSED SEWER SERVICE
- 4"W — PROPOSED WATER SERVICE
- 100-YR FLOODPLAIN
- STORM DRAIN PIPE
- FIRE HYDRANT
- W — WATER METER
- S — SEWER MANHOLE
- RPA — REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY
- GATE VALVE
- DRAINAGE ARROW
- 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.
- WV — EX. WATER VALVE
- EX. IRRIGATION
- EX. SIGNAGE
- EX. DRAINAGE ARROW



CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
Aaron D. Borling, RLS 48756



PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. #PZ-18-00105

FLAGSTAFF
ARIZONA

WOODSHIRE ON BUTLER

COVER SHEET

JOB NO: 17159
DATE: APR 19
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: GEC

REVISIONS

NO.	DESCRIPTION	DATE	BY

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.SWGZ.com

Shephard Wesnitzer, Inc.

Call at least two full working days before you begin excavation
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CVR

SHT NO. 1 OF 7

FILE: P:\2017\17159\DRAWINGS\PLATS\PRELIMINARY\17159-COVER.DWG CPHAM

PLOTTED: Apr 16, 2019–7:58am



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FLAGSTAFF
ARIZONA

WOODSHIRE ON BUTLER

OVERVIEW MAP

JOB NO:	17159
DATE:	APR 19
SCALE:	AS SHOWN
DRAWN:	CNP
DESIGN:	CNP
CHECKED:	GEC

110 W. Dale Avenue
Flagstaff, AZ 86001
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PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

Professional Engineer 33951 GUILLERMO E. CASTILLO-MUÑOZ Date 9/30/2019

DRAWING NO.
PP01

SHT NO. 2 OF 7

C.O.F. #PZ-18-00105

PLOTTED: Apr 16, 2019 – 7:59am

PROJECT DATA:

INTERIM GROSS SITE ACREAGE = 176,642 SF / 4.06 ACRE
FULL–BUILD OUT NET SITE ACREAGE (WITH FUTURE ROW DEDICATION) = 177,170 SF / 3.93 ACRE

PLANNED RESIDENTIAL DEVELOPMENT STANDARDS – BUNGALOW COURTS
PHASE 1 – HIGH DENSITY RESIDENTIAL
(REQUIRED TO MEET PREVIOUSLY APPROVED ORDINANCE BASED 2005 REZONING)
FRONT 24' SETBACK
SIDE 15' SETBACK
REAR 20' SETBACK

NUMBER OF UNITS PER COURT = 3 MIN, 9 MAX
PROPOSED NUMBER OF UNITS PER COURT = 4 MIN, 6 MAX
TOTAL NUMBER OF UNITS = 50 (INCLUDES 5 AFFORDABLE UNITS)

BUILDING SIZE = 32'X24' MAX
PROPOSED BUILDING SIZE = 23'X26'
BUILDING AREA = 1,110 SF
BUILDING HEIGHT = 60' MAX, 2 STORIES MAX
PROPOSED BUILDING HEIGHT = 25' 7–1/2", 2 STORIES

PROPOSED PEDESTRIAN ACCESS = PUBLIC COURTYARD
PROPOSED COURTYARD = 15'X81', LONG AXIS OPEN TO THE STREET
PROPOSED FRONTAGE = LARGER STOOP
PROPOSED VEHICULAR ACCESS AND PARKING = OPEN PARKING SPACES ARE ARE INDIVIDUALLY ACCESSIBLE VIA COMMON PARKING AREA LOCATED AT THE REAR OR SIDE OF THE UNIT

OPEN SPACE AREA = 15% MIN
PROPOSED OPEN SPACE AREA = 54%

DENSITY = 10 DU/ACRE MIN, 22 DU/ACRE MAX
PROPOSED DENSITY = 12 DU/ACRE

LOT COVERAGE = 50% MAX
PROPOSED LOT COVERAGE = 27%

T4N.2 STANDARDS
PHASE 2 – HIGHWAY COMMERCIAL
FRONT SETBACK = 5' MIN, 12' MAX
SIDE AND REAR SETBACK = 3' MIN
SIDESTREET SETBACK = 10 MIN, 15' MAX

BUILDING HEIGHT = 52' MAX, 4 STORIES MAX
PROPOSED BUILDING HEIGHT = 25.65', 2 STORIES

PROPOSED COMMON YARD: LARGER STOOP
ALLOWED USES: RESIDENTIAL SINGLE–FAMILY DWELLING
PROPOSED USE: BUNGALOW COURTS

LOT COVERAGE = 80% MAX
PROPOSED LOT COVERAGE = 27%

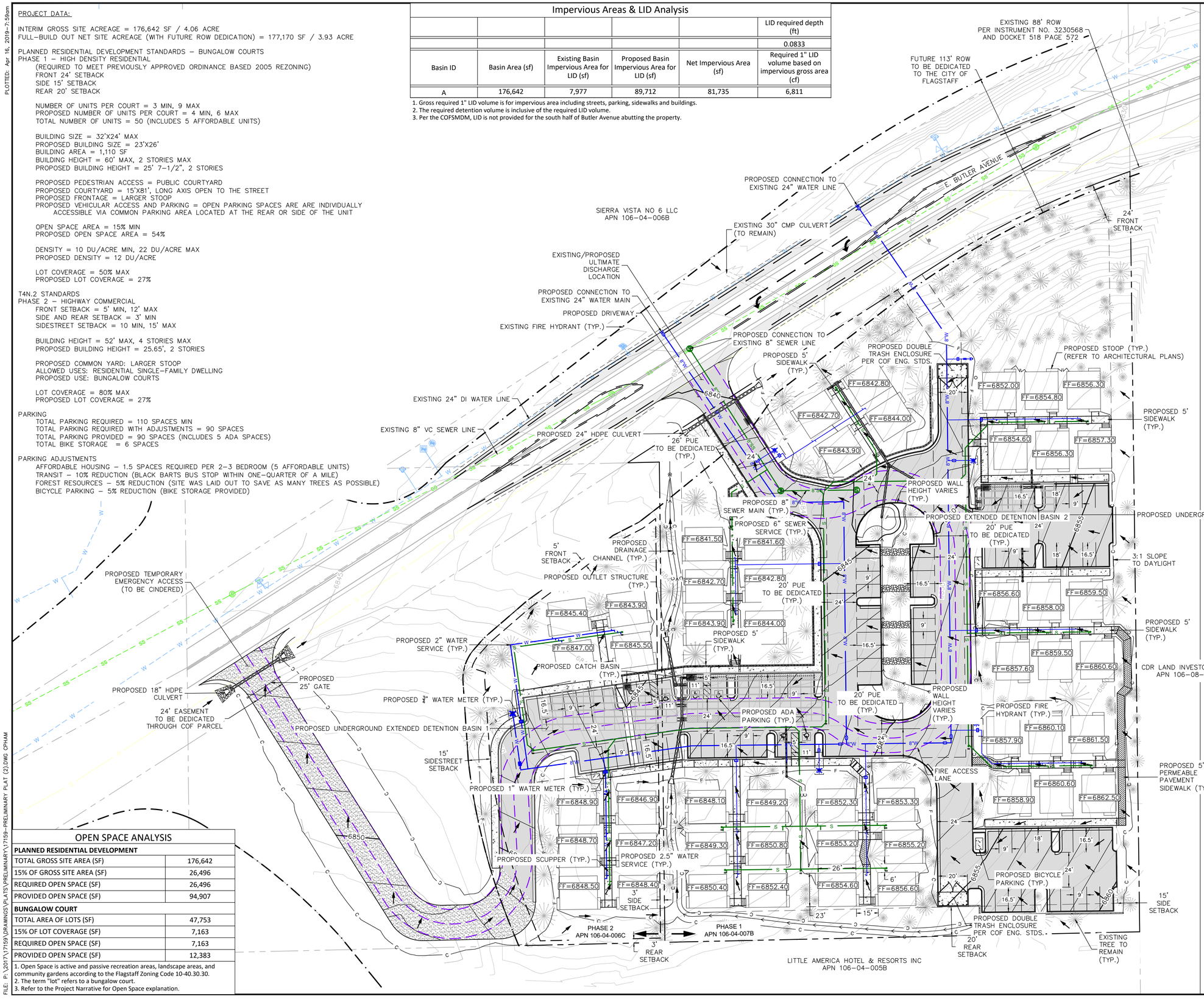
PARKING
TOTAL PARKING REQUIRED = 110 SPACES MIN
TOTAL PARKING REQUIRED WITH ADJUSTMENTS = 90 SPACES
TOTAL PARKING PROVIDED = 90 SPACES (INCLUDES 5 ADA SPACES)
TOTAL BIKE STORAGE = 6 SPACES

PARKING ADJUSTMENTS
AFFORDABLE HOUSING – 1.5 SPACES REQUIRED PER 2–3 BEDROOM (5 AFFORDABLE UNITS)
TRANSIT – 10% REDUCTION (BLACK BARTS BUS STOP WITHIN ONE–QUARTER OF A MILE)
FOREST RESOURCES – 5% REDUCTION (SITE WAS LAID OUT TO SAVE AS MANY TREES AS POSSIBLE)
BICYCLE PARKING – 5% REDUCTION (BIKE STORAGE PROVIDED)

Impervious Areas & LID Analysis

					LID required depth (ft)
					0.0833
Basin ID	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 gross area (cf)
A	176,642	7,977	89,712	81,735	6,811

1. Gross required 1" LID volume is for impervious area including streets, parking, sidewalks and buildings.
2. The required detention volume is inclusive of the required LID volume.
3. Per the COFSMDM, LID is not provided for the south half of Butler Avenue abutting the property.



OPEN SPACE ANALYSIS

PLANNED RESIDENTIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	176,642
15% OF GROSS SITE AREA (SF)	26,496
REQUIRED OPEN SPACE (SF)	26,496
PROVIDED OPEN SPACE (SF)	94,907
BUNGALOW COURT	
TOTAL AREA OF LOTS (SF)	47,753
15% OF LOT COVERAGE (SF)	7,163
REQUIRED OPEN SPACE (SF)	7,163
PROVIDED OPEN SPACE (SF)	12,383

1. Open Space is active and passive recreation areas, landscape areas, and community gardens according to the Flagstaff Zoning Code 10-40.30.30.
2. The term "lot" refers to a bungalow court.
3. Refer to the Project Narrative for Open Space explanation.

SCALE 1" : 30'
0 15 30

LEGEND

- PROPERTY BOUNDARY
- EXISTING RIGHT–OF–WAY
- FUTURE RIGHT–OF–WAY
- C — PROPOSED CUT LIMITS
- F — PROPOSED FILL LIMITS
- PROPOSED UTILITY EASEMENT
- W — EXISTING WATER LINE
- W — PROPOSED WATER LINE
- SS — EXISTING SEWER LINE
- S — PROPOSED SEWER LINE
- G — EXISTING GAS LINE
- OHE — EXISTING OVERHEAD ELECTRIC
- PROPOSED STORM DRAIN PIPE
- DRAINAGE ARROW

NOTES:
1. THE FINAL SIZING OF THE WATER METERS AND WATER AND SEWER LINES WILL BE AS DETERMINED BY THE WATER AND SEWER REPORT AND FIRE SPRINKLER DESIGN.
2. FULL–BUILD OUT IMPROVEMENTS SHOWN TO EAST BUTLER AVENUE WILL BE CONSTRUCTED WITH THE FUTURE CITY OF FLAGSTAFF HEROLD RANCH ROAD ROADWAY REALIGNMENT PROJECT.

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING
GUILLERMO E. CHAVEZ 33983 REGISTERED PROFESSIONAL ENGINEER ARIZONA U.S.A.
Date 9/30/20

C.O.F. #PZ-18-00105

FLAGSTAFF ARIZONA

WOODSHIRE ON BUTLER

PRELIMINARY PLAT (2)

JOB NO: 17159
DATE: APR 19
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: GEC

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

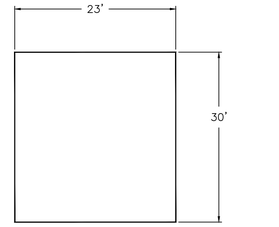
Call at least two full working days before you begin excavation
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8–1–1 or 1–800–STAKE–IT (782–5348)

DRAWING NO.
PP02

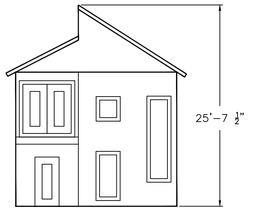
SHT NO. 3 OF 7

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PLOTTED: Apr 16, 2019–7:59am



A TYPICAL LOT DIMENSIONS
N.T.S.



B TYPICAL BUILDING ELEVATION
N.T.S.

COF CP#1922200

FUTURE 113' ROW TO BE DEDICATED TO THE CITY OF FLAGSTAFF

FOUND 1/2" P.C. RLS 11369 C–RIO PT CAPPED PIPE/REBAR N 51499.06 E 42100.49

FOUND 1/2" P.C. RLS 11369 CAPPED PIPE/REBAR N 51493.13 E 42084.16

EXISTING 88' ROW PER INSTRUMENT NO. 3230568 AND DOCKET 518 PAGE 572

E. BUTLER AVENUE

S 70°04'14" W 17.37'

Δ=16°28'13" L=178.22, R=620.00

Δ=12°47'28" L=124.12, R=556.00

FOUND 1" P.C. RLS 11369 C–RIO PT CAPPED PIPE/REBAR N 51438.32 E 41973.08

"TRACT B" SLOPE RESOURCE PROTECTION 8335 SQ. FT.

S 52°21'57" W 82.24'

S 52°21'57" W 33.67'

S 57°20'18" W 259.23'

S 35°02'56" W 27.14'

S 46°32'06" W 28.76'

FOUND 1/2" AC LS 18548 CAPPED PIPE/REBAR N 51298.92 E 41776.72

FOUND 1/2" AC LS 48756 CAPPED PIPE/REBAR N 51298.41 E 41754.84

S 88°40'26" W 21.88'

N 52°21'57" E 17.99'

N 62°44'34" E 20.31'

N 51°25'21" E 1.30'

26' PUE TO BE DEDICATED

12' PUE TO BE DEDICATED

26' PUE TO BE DEDICATED

S 50°49'41" W 55.90'

8.5' PUE TO BE DEDICATED

20' PUE TO BE DEDICATED

8.5' PUE TO BE DEDICATED

6' PUE TO BE DEDICATED

20' PUE TO BE DEDICATED

12' PUE TO BE DEDICATED

20' PUE TO BE DEDICATED

8.5' PUE TO BE DEDICATED

8.5' PUE TO BE DEDICATED

8.5' PUE TO BE DEDICATED

12' PUE TO BE DEDICATED

"TRACT A" COMMON AREA, OPEN SPACE, FOREST RESOURCE PROTECTION 109,589 SQ. FT.

"TRACT A" COMMON AREA, OPEN SPACE, FOREST RESOURCE PROTECTION 109,589 SQ. FT.

"TRACT A" COMMON AREA, OPEN SPACE, FOREST RESOURCE PROTECTION 109,589 SQ. FT.

"TRACT A" COMMON AREA, OPEN SPACE, FOREST RESOURCE PROTECTION 109,589 SQ. FT.

"TRACT A" COMMON AREA, OPEN SPACE, FOREST RESOURCE PROTECTION 109,589 SQ. FT.

Δ=3°34'31" L=72.99, R=169.67

N 49°09'35" E 38.94'

L=22.39, R=31.06 Δ=41°18'32"

S 0°39'43" E 300.35'

N 3°49'48" W 54.18'

24' EASEMENT TO BE DEDICATED THROUGH COF PARCEL FOR TEMPORARY EMERGENCY ACCESS

N 32°08'44" W 166.04'

S 32°08'44" E 179.45'

L=118.45, R=474.97 Δ=14°58'09"

L=25.82, R=25.00 Δ=59°10'27"

L=26.37, R=25.00 Δ=60°26'22"

S 88°40'49" W 15.42'

L=25.82, R=25.00 Δ=59°10'27"

N 88°40'49" E 52.77'

L=10.45, R=25.00 Δ=23°56'22"

N 22°15'26" W 14.24'

S 88°40'49" W 100.63'

S 88°43'33" W 326.77'

S 0°42'57" E 2645.59'

S 0°44'14" E 523.54'

FOUND 1/2" P.C RLS 11369 N 1/16 SEC 23/24 CAPPED PIPE/REBAR N 50968.29 E 41780.54

FOUND ARENCO 1–1/2" BC RLS 4321 1/256 CAPPED PIPE/REBAR N 50975.56 E 42107.23

SCALE 1" : 30'
0 15 30

LEGEND

- PROPERTY BOUNDARY
- EXISTING RIGHT–OF–WAY
- FUTURE RIGHT–OF–WAY
- PROPOSED UTILITY EASEMENT
- PROPOSED LOT
- 35 UNIT ID NUMBER
- ● MONUMENT TO BE SET

NOTES:
1. THE FINAL SIZING OF THE WATER METER AND WATER AND SEWER LINES WILL BE AS DETERMINED BY THE WATER AND SEWER REPORT AND FIRE SPRINKLER DESIGN.
2. FULL–BUILD OUT IMPROVEMENTS SHOWN TO EAST BUTLER AVENUE WILL BE CONSTRUCTED WITH THE FUTURE CITY OF FLAGSTAFF HEROLD RANCH ROAD ROADWAY REALIGNMENT PROJECT.
3. THE TYPICAL SIZE OF EACH INDIVIDUAL LOT IS 690 SF. SEE DETAIL A AND B BELOW.
4. "TRACT A" TO BE DEDICATED AS COMMON AREA, OPEN SPACE, AND FOREST RESOURCE PROTECTION PER FUTURE CC&Rs. "TRACT B" TO BE DEDICATED AS SLOPE RESOURCE PROTECTION. REFER TO THE NATURAL RESOURCE PROTECTION PLAN FOR THE RESOURCES TO BE PRESERVED.

########## ARIZONA

WOODSHIRE ON BUTLER

PRELIMINARY PLAT (3)

JOB NO:	17159
DATE:	APR 19
SCALE:	AS SHOWN
DRAWN:	CNP
DESIGN:	CNP
CHECKED:	GEC

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

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

Call at least two full working days before you dig, it's the law.
Arizona Blue Stake, Inc.
Dial 8–1–1 or 1–800–STAKE–IT (782–5348)

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING
Professional Engineer 33083 GUILLERMO E. CHAVEZ
Expires 9/30/2019

DRAWING NO.
PP03

SHT NO. 4 OF 7

C.O.F. #PZ–18–00105

FILE: P:\2017\17159\DRAWINGS\PLATS\PRELIMINARY\17159–PRELIMINARY PLAT (3).DWG CPHAM

PLOTTED: Apr 16, 2019 - 7:59am

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	9.34	S 15°19'19" E
L2	13.09	S 60°19'35" E
L3	9.66	N 8°38'39" E
L4	11.99	N 77°09'00" E
L5	13.32	S 15°21'34" E
L6	4.46	S 60°31'07" E
L7	46.03	S 87°42'32" E
L8	27.14	S 69°17'08" E
L9	28.59	N 64°25'59" E
L10	113.00	N 57°20'18" E
L11	31.00	N 32°39'42" W
L12	30.00	S 57°20'18" W
L13	23.00	N 32°39'42" W
L14	30.00	N 57°20'18" E
L15	23.00	S 32°39'42" E
L16	11.00	N 57°20'18" E
L17	30.00	S 57°20'18" W
L18	23.00	N 32°39'42" W
L19	30.00	N 57°20'18" E
L20	23.00	S 32°39'42" E
L21	6.00	S 32°39'42" E
L22	30.00	S 57°20'18" W
L23	23.00	N 32°39'42" W
L24	30.00	N 57°20'18" E
L25	23.00	S 32°39'42" E
L26	11.00	N 57°20'18" E
L27	30.00	S 57°20'18" W
L28	23.00	N 32°39'42" W
L29	30.00	N 57°20'18" E
L30	23.00	S 32°39'42" E
L31	135.18	N 0°44'14" W
L32	22.24	N 89°17'14" E
L33	23.00	S 89°20'17" W
L34	30.00	N 0°39'43" W
L35	23.00	N 89°20'17" E
L36	30.00	S 0°39'43" E
L37	6.00	S 89°20'17" W
L38	23.00	S 89°20'17" W
L39	30.00	N 0°39'43" W
L40	23.00	N 89°20'17" E
L41	30.00	S 0°39'43" E
L42	6.00	S 89°20'17" W
L43	23.00	S 89°20'17" W
L44	30.00	N 0°39'43" W
L45	23.00	N 89°20'17" E
L46	30.00	S 0°39'43" E
L47	41.00	N 0°44'14" W
L48	15.04	S 89°17'14" W
L49	23.00	S 89°20'17" W
L50	30.00	N 0°39'43" W
L51	23.00	N 89°20'17" E
L52	30.00	S 0°39'43" E
L53	6.00	N 89°20'17" E
L54	23.00	S 89°20'17" W
L55	30.00	N 0°39'43" W
L56	23.00	N 89°20'17" E
L57	30.00	S 0°39'43" E
L58	6.00	N 89°20'17" E
L59	23.00	S 89°20'17" W
L60	30.00	N 0°39'43" W
L61	23.00	N 89°20'17" E
L62	30.00	S 0°39'43" E
L63	103.99	S 0°42'45" E
L64	22.43	N 89°17'16" E
L65	23.00	S 89°20'17" W
L66	30.00	N 0°39'43" W
L67	23.00	N 89°20'17" E
L68	30.00	S 0°39'43" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L69	6.00	N 89°20'17" E
L70	23.00	S 89°20'17" W
L71	30.00	N 0°39'43" W
L72	23.00	N 89°20'17" E
L73	30.00	S 0°39'43" E
L74	6.00	N 89°20'17" E
L75	23.00	S 89°20'17" W
L76	30.00	N 0°39'43" W
L77	23.00	N 89°20'17" E
L78	30.00	S 0°39'43" E
L79	41.00	S 0°47'32" E
L80	15.42	N 89°15'46" E
L81	23.00	S 89°20'17" W
L82	30.00	N 0°39'43" W
L83	23.00	N 89°20'17" E
L84	30.00	S 0°39'43" E
L85	6.00	N 89°20'17" E
L86	23.00	S 89°20'17" W
L87	30.00	N 0°39'43" W
L88	23.00	N 89°20'17" E
L89	30.00	S 0°39'43" E
L90	6.00	N 89°20'17" E
L91	23.00	S 89°20'17" W
L92	30.00	N 0°39'43" W
L93	23.00	N 89°20'17" E
L94	30.00	S 0°39'43" E
L95	51.00	N 0°48'50" W
L96	22.59	N 89°17'17" E
L97	23.00	S 89°20'17" W
L98	30.00	N 0°39'43" W
L99	23.00	N 89°20'17" E
L100	30.00	S 0°39'43" E
L101	6.00	N 89°20'17" E
L102	23.00	S 89°20'17" W
L103	30.00	N 0°39'43" W
L104	23.00	N 89°20'17" E
L105	30.00	S 0°39'43" E
L106	6.00	N 89°20'17" E
L107	23.00	S 89°20'17" W
L108	30.00	N 0°39'43" W
L109	23.00	N 89°20'17" E
L110	30.00	S 0°39'43" E
L111	41.00	S 0°40'56" E
L112	15.54	N 89°15'54" E
L113	23.00	S 89°20'17" W
L114	30.00	N 0°39'43" W
L115	23.00	N 89°20'17" E
L116	30.00	S 0°39'43" E
L117	6.00	S 89°20'17" W
L118	23.00	S 89°20'17" W
L119	30.00	N 0°39'43" W
L120	23.00	N 89°20'17" E
L121	30.00	S 0°39'43" E
L122	6.00	S 89°20'17" W
L123	23.00	S 89°20'17" W
L124	30.00	N 0°39'43" W
L125	23.00	N 89°20'17" E
L126	30.00	S 0°39'43" E
L127	15.25	S 88°43'33" W
L128	23.17	S 1°16'27" E
L129	30.00	S 89°20'17" W
L130	23.00	N 0°39'43" W
L131	30.00	N 89°20'17" E
L132	23.00	S 0°39'43" E
L133	6.00	N 0°39'43" W
L134	30.00	S 89°20'17" W
L135	23.00	N 0°39'43" W
L136	30.00	N 89°20'17" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L137	23.00	S 0°39'43" E
L138	6.00	N 0°39'43" W
L139	30.00	S 89°20'17" W
L140	23.00	N 0°39'43" W
L141	30.00	N 89°20'17" E
L142	23.00	S 0°39'43" E
L143	11.00	N 89°20'17" E
L144	30.00	S 89°20'17" W
L145	23.00	N 0°39'43" W
L146	30.00	N 89°20'17" E
L147	23.00	S 0°39'43" E
L148	6.00	S 0°39'43" E
L149	30.00	S 89°20'17" W
L150	23.00	N 0°39'43" W
L151	30.00	N 89°20'17" E
L152	23.00	S 0°39'43" E
L153	6.00	S 0°39'43" E
L154	30.00	S 89°20'17" W
L155	23.00	N 0°39'43" W
L156	30.00	N 89°20'17" E
L157	23.00	S 0°39'43" E
L158	18.00	N 89°20'17" E
L159	30.00	S 89°20'17" W
L160	23.00	N 0°39'43" W
L161	30.00	N 89°20'17" E
L162	23.00	S 0°39'43" E
L163	11.00	S 89°20'17" W
L164	30.00	S 89°20'17" W
L165	23.00	N 0°39'43" W
L166	30.00	N 89°20'17" E
L167	23.00	S 0°39'43" E
L168	6.00	N 0°39'43" W
L169	30.00	S 89°20'17" W
L170	23.00	N 0°39'43" W
L171	30.00	N 89°20'17" E
L172	23.00	S 0°39'43" E
L173	16.00	S 89°20'17" W
L174	30.00	S 89°20'17" W
L175	23.00	N 0°39'43" W
L176	30.00	N 89°20'17" E
L177	23.00	S 0°39'43" E
L178	6.00	N 0°39'43" W
L179	30.00	S 89°20'17" W
L180	23.00	N 0°39'43" W
L181	30.00	N 89°20'17" E
L182	23.00	S 0°39'43" E
L183	11.00	S 89°20'17" W
L184	30.00	S 89°20'17" W
L185	23.00	N 0°39'43" W
L186	30.00	N 89°20'17" E
L187	23.00	S 0°39'43" E
L188	45.32	N 0°39'43" W
L189	15.00	S 89°20'17" W
L190	30.00	S 89°20'17" W
L191	23.00	N 0°39'43" W
L192	30.00	N 89°20'17" E
L193	23.00	S 0°39'43" E
L194	6.00	S 0°39'43" E
L195	30.00	S 89°20'17" W
L196	23.00	N 0°39'43" W
L197	30.00	N 89°20'17" E
L198	23.00	S 0°39'43" E
L199	6.00	S 0°39'43" E
L200	30.00	S 89°20'17" W
L201	23.00	N 0°39'43" W
L202	30.00	N 89°20'17" E
L203	23.00	S 0°39'43" E
L204	11.00	N 89°20'17" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L205	30.00	S 89°20'17" W
L206	23.00	N 0°39'43" W
L207	30.00	N 89°20'17" E
L208	23.00	S 0°39'43" E
L209	6.00	S 0°39'43" E
L210	30.00	S 89°20'17" W
L211	23.00	N 0°39'43" W
L212	30.00	N 89°20'17" E
L213	23.00	S 0°39'43" E
L214	6.00	S 0°39'43" E
L215	30.00	S 89°20'17" W
L216	23.00	N 0°39'43" W
L217	30.00	N 89°20'17" E
L218	23.00	S 0°39'43" E
L219	56.97	S 0°39'43" E
L220	9.66	N 89°20'17" E
L221	30.00	S 81°58'32" W
L222	23.00	N 8°01'28" W
L223	30.00	N 81°58'32" E
L224	23.00	S 8°01'28" E
L225	11.00	S 81°58'32" W
L226	30.00	S 81°58'32" W
L227	23.00	N 8°01'28" W
L228	30.00	N 81°58'32" E
L229	23.00	S 8°01'28" E
L230	6.00	S 8°01'28" E
L231	30.00	S 81°58'32" W
L232	23.00	N 8°01'28" W
L233	30.00	N 81°58'32" E
L234	23.00	S 8°01'28" E
L235	11.00	N 81°58'32" E
L236	30.00	S 81°58'32" W
L237	23.00	N 8°01'28" W
L238	30.00	N 81°58'32" E
L239	23.00	S 8°01'28" E
L240	2.73	S 88°40'49" W
L241	23.36	S 1°19'11" E
L242	30.00	N 89°20'17" E
L243	23.00	S 0°39'43" E
L244	30.00	S 89°20'17" W
L245	23.00	N 0°39'43" W
L246	6.00	N 0°39'43" W
L247	30.00	N 89°20'17" E
L248	23.00	S 0°39'43" E
L249	30.00	S 89°20'17" W
L250	23.00	N 0°39'43" W
L251	6.00	N 0°39'43" W
L252	30.00	N 89°20'17" E
L253	23.00	S 0°39'43" E
L254	30.00	S 89°20'17" W
L255	23.00	N 0°39'43" W
L256	11.00	N 89°20'17" E
L257	30.00	N 89°20'17" E
L258	23.00	S 0°39'43" E
L259	30.00	S 89°20'17" W
L260	23.00	N 0°39'43" W
L261	6.00	N 0°39'43" W
L262	30.00	N 89°20'17" E
L263	23.00	S 0°39'43" E
L264	30.00	S 89°20'17" W
L265	23.00	N 0°39'43" W
L266	6.00	N 0°39'43" W
L267	30.00	N 89°20'17" E
L268	23.00	S 0°39'43" E
L269	30.00	S 89°20'17" W
L270	23.00	N 0°39'43" W
L271	61.37	S 57°20'18" W
L320	20.01	S 57°20'18" W

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########
ARIZONA

WOODSHIRE ON BUTLER

PRELIMINARY PLAT (4)

JOB NO:	17159
DATE:	APR 19
SCALE:	AS SHOWN
DRAWN:	CNP
DESIGN:	CNP
CHECKED:	GEC

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
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.
PP04

SHT NO.	OF
5	7

PLOTTED: Apr 16, 2019–7:59am

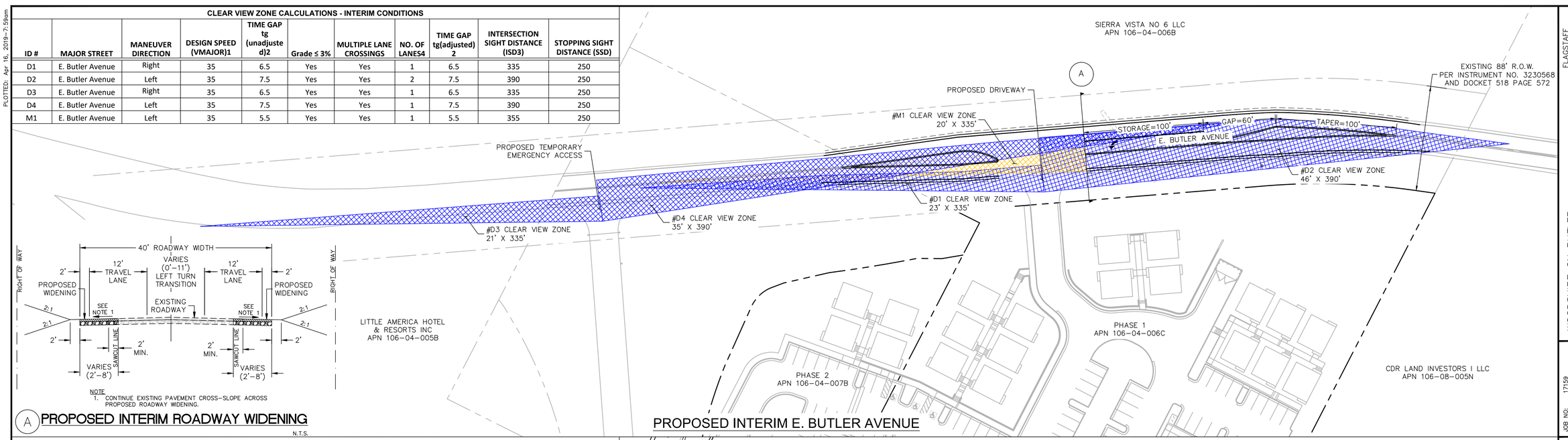
CLEAR VIEW ZONE CALCULATIONS - INTERIM CONDITIONS

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	E. Butler Avenue	Right	35	6.5	Yes	Yes	1	6.5	335	250
D2	E. Butler Avenue	Left	35	7.5	Yes	Yes	2	7.5	390	250
D3	E. Butler Avenue	Right	35	6.5	Yes	Yes	1	6.5	335	250
D4	E. Butler Avenue	Left	35	7.5	Yes	Yes	1	7.5	390	250
M1	E. Butler Avenue	Left	35	5.5	Yes	Yes	1	5.5	355	250

NOTE
1. CONTINUE EXISTING PAVEMENT CROSS–SLOPE ACROSS PROPOSED ROADWAY WIDENING.

A PROPOSED INTERIM ROADWAY WIDENING

N.T.S.



PROPOSED INTERIM E. BUTLER AVENUE

CLEAR VIEW ZONE CALCULATIONS - FULL-BUILD OUT CONDITIONS

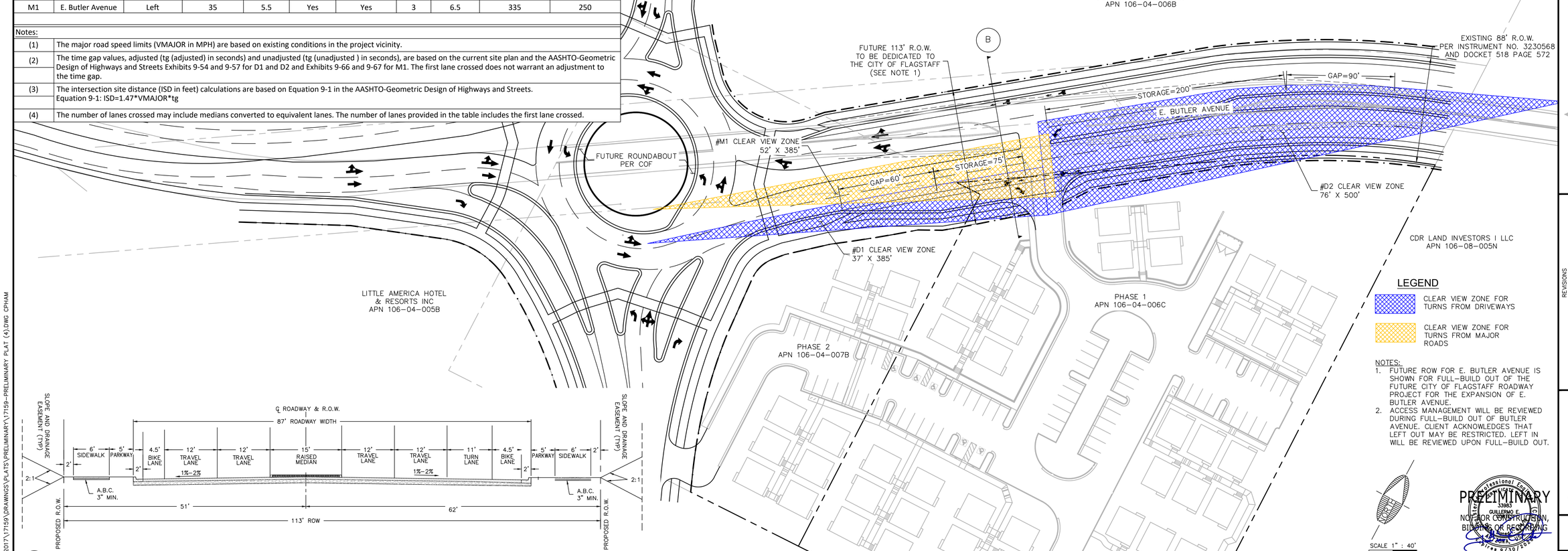
ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)1	TIME GAP tg (unadjusted)2	Grade ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES4	TIME GAP tg(adjusted) 2	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
D1	E. Butler Avenue	Right	35	6.5	Yes	Yes	1	6.5	335	250
D2	E. Butler Avenue	Left	35	7.5	Yes	Yes	4	8.5	440	250
M1	E. Butler Avenue	Left	35	5.5	Yes	Yes	3	6.5	335	250

Notes:

(1)	The major road speed limits (VMAJOR in MPH) are based on existing conditions in the project vicinity.
(2)	The time gap values, adjusted (tg (adjusted) in seconds) and unadjusted (tg (unadjusted) in seconds), are based on the current site plan and the AASHTO-Geometric Design of Highways and Streets Exhibits 9-54 and 9-57 for D1 and D2 and Exhibits 9-66 and 9-67 for M1. 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.

B PROPOSED FULL-BUILD OUT ROADWAY WIDENING

N.T.S.



PROPOSED FULL-BUILD OUT OF E. BUTLER AVENUE

LEGEND

- CLEAR VIEW ZONE FOR TURNS FROM DRIVEWAYS
- CLEAR VIEW ZONE FOR TURNS FROM MAJOR ROADS

NOTES:
1. FUTURE ROW FOR E. BUTLER AVENUE IS SHOWN FOR FULL–BUILD OUT OF THE FUTURE CITY OF FLAGSTAFF ROADWAY PROJECT FOR THE EXPANSION OF E. BUTLER AVENUE.
2. ACCESS MANAGEMENT WILL BE REVIEWED DURING FULL–BUILD OUT OF BUTLER AVENUE. CLIENT ACKNOWLEDGES THAT LEFT OUT MAY BE RESTRICTED. LEFT IN WILL BE REVIEWED UPON FULL–BUILD OUT.

SCALE 1" : 40'
0 20 40

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING
GUILLERMO E. JARA
33083
Professional Engineer
Arizona U.S.A.
Expires 9/30/2020

C.O.F. #PZ-18-00105

FLAGSTAFF ARIZONA

WOODSHIRE ON BUTLER

ROADWAY IMPROVEMENTS

JOB NO:	17159
DATE:	APR 19
SCALE:	AS SHOWN
DRAWN:	CNP
DESIGN:	CNP
CHECKED:	GEC

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

Call at least two full working days before you plan to excavate
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8–1–1 or 1–800–STAKE–IT (782–5348)

DRAWING NO.
PP05

SHT NO. 6 OF 7

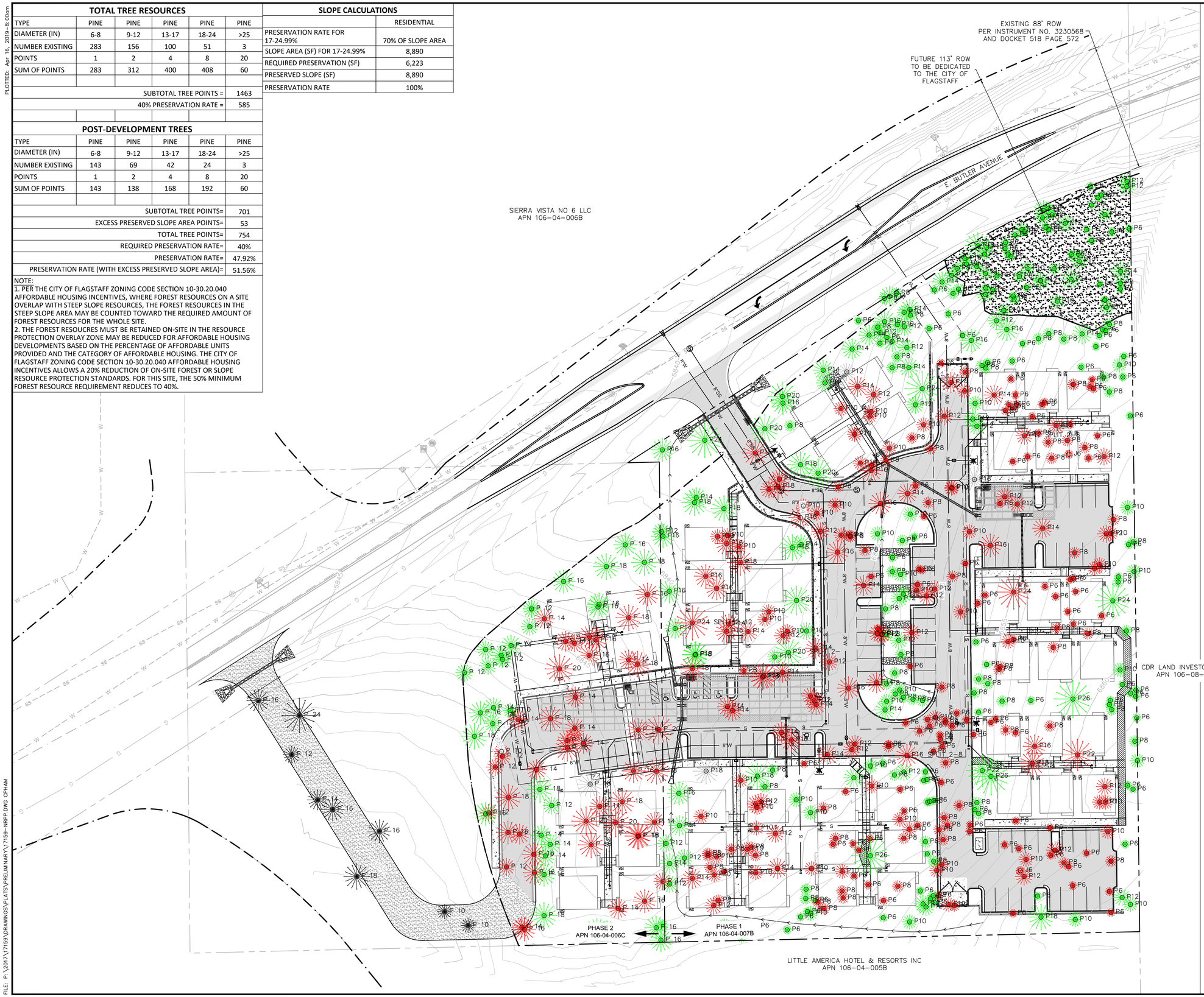
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PLOTTED: Apr 16, 2019–8:00am

TOTAL TREE RESOURCES					
TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER EXISTING	283	156	100	51	3
POINTS	1	2	4	8	20
SUM OF POINTS	283	312	400	408	60
SUBTOTAL TREE POINTS =					1463
40% PRESERVATION RATE =					585
POST-DEVELOPMENT TREES					
TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER EXISTING	143	69	42	24	3
POINTS	1	2	4	8	20
SUM OF POINTS	143	138	168	192	60
SUBTOTAL TREE POINTS=					701
EXCESS PRESERVED SLOPE AREA POINTS=					53
TOTAL TREE POINTS=					754
REQUIRED PRESERVATION RATE=					40%
PRESERVATION RATE=					47.92%
PRESERVATION RATE (WITH EXCESS PRESERVED SLOPE AREA)=					51.56%

NOTE:
1. PER THE CITY OF FLAGSTAFF ZONING CODE SECTION 10-30.20.040 AFFORDABLE HOUSING INCENTIVES, WHERE FOREST RESOURCES ON A SITE OVERLAP WITH STEEP SLOPE RESOURCES, THE FOREST RESOURCES IN THE STEEP SLOPE AREA MAY BE COUNTED TOWARD THE REQUIRED AMOUNT OF FOREST RESOURCES FOR THE WHOLE SITE.
2. THE FOREST RESOUCRES MUST BE RETAINED ON-SITE IN THE RESOURCE PROTECTION OVERLAY ZONE MAY BE REDUCED FOR AFFORDABLE HOUSING DEVELOPMENTS BASED ON THE PERCENTAGE OF AFFORDABLE UNITS PROVIDED AND THE CATEGORY OF AFFORDABLE HOUSING. THE CITY OF FLAGSTAFF ZONING CODE SECTION 10-30.20.040 AFFORDABLE HOUSING INCENTIVES ALLOWS A 20% REDUCTION OF ON-SITE FOREST OR SLOPE RESOURCE PROTECTION STANDARDS. FOR THIS SITE, THE 50% MINIMUM FOREST RESOURCE REQUIREMENT REDUCES TO 40%.

SLOPE CALCULATIONS	
	RESIDENTIAL
PRESERVATION RATE FOR 17-24.99%	70% OF SLOPE AREA
SLOPE AREA (SF) FOR 17-24.99%	8,890
REQUIRED PRESERVATION (SF)	6,223
PRESERVED SLOPE (SF)	8,890
PRESERVATION RATE	100%



SCALE 1" : 30'
0 15 30

LEGEND

- TREE RESOURCES TO BE PRESERVED WITHIN THE WOODSHIRE ON BUTLER PROJECT LIMITS (NOT COUNTED)
- TREE RESOURCES TO BE PRESERVED WITHIN THE WOODSHIRE ON BUTLER PROJECT LIMITS
- TREE RESOURCES TO BE REMOVED AS A RESULT OF SITE DEVELOPMENT
- TREE RESOURCES TO BE REMOVED AS A RESULT OF THE TEMPORARY EMERGENCY ACCESS
- UNDISTURBED SLOPE 17–24.99%

FLAGSTAFF ARIZONA

WOODSHIRE ON BUTLER

NATURAL RESOURCE PROTECTION PLAN

JOB NO:	17159
DATE:	APR 19
SCALE:	AS SHOWN
DRAWN:	CNP
DESIGN:	CNP
CHECKED:	GEC

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swgz.com

SWI
Shephard Wesnitzer, Inc.

REVISIONS		
NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you plan to excavate.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

DRAWING NO.
NRPP

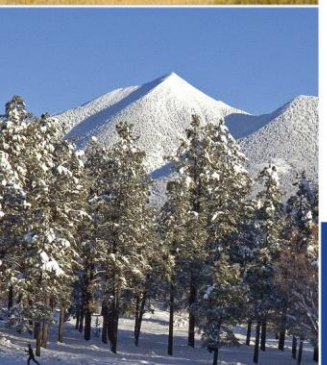
C.O.F. #PZ-18-00105

SHT NO. 7 OF 7

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City of Flagstaff

City Council – Regular Agenda

July 2, 2019

City Hall, Council Chambers

Request: Preliminary Plat

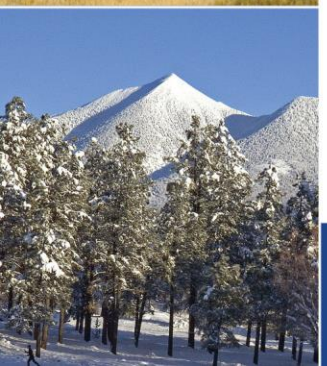
PZ-18-00105-03

Woodshire on Butler Condominiums









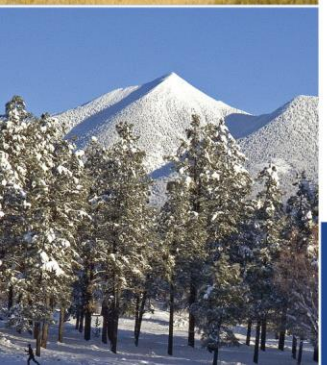
Preliminary Plat
Brookfield Communities, Inc.
Woodshire on Butler Condominiums

- A request for Preliminary Plat approval for a 50-unit residential condominium development located at 2989 and 3001 E Butler Avenue, a combined site area of approximately 4.06 acres, in the Highway Commercial (HC) Zone and High Density Residential (HR) Zone with a Resource Protection Overlay
- This subdivision combines the 0.75-ac “city parcel” with the 3.31-ac adjacent parcel for a 4.06-ac site.
- The eastern parcel is zoned High Density Resid. and the smaller city parcel is zoned Highway Commercial.
- Both parcels are in a Resource Protection Overlay.









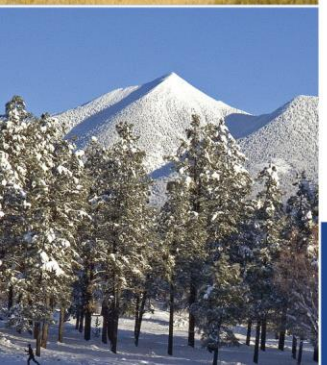
Property Background

- The western portion of the site is currently owned by the City of Flagstaff (COF)
- COF plans to split off an approx. 0.75-acre portion of the city-owned parcel due to the future construction of the planned roundabout at realigned Herold Ranch Rd. & Butler Ave.
- Jan. 2019: COF prepared an invitation for bid that included that developer must construct & sell 5 affordable units (10% of 50)
- Brookfield Communities, owner of adjacent property (40 approved units), was the sole bidder;
- City Council will vote on accepting Purchase Agreement on 6/18/19 & 7/2/19.

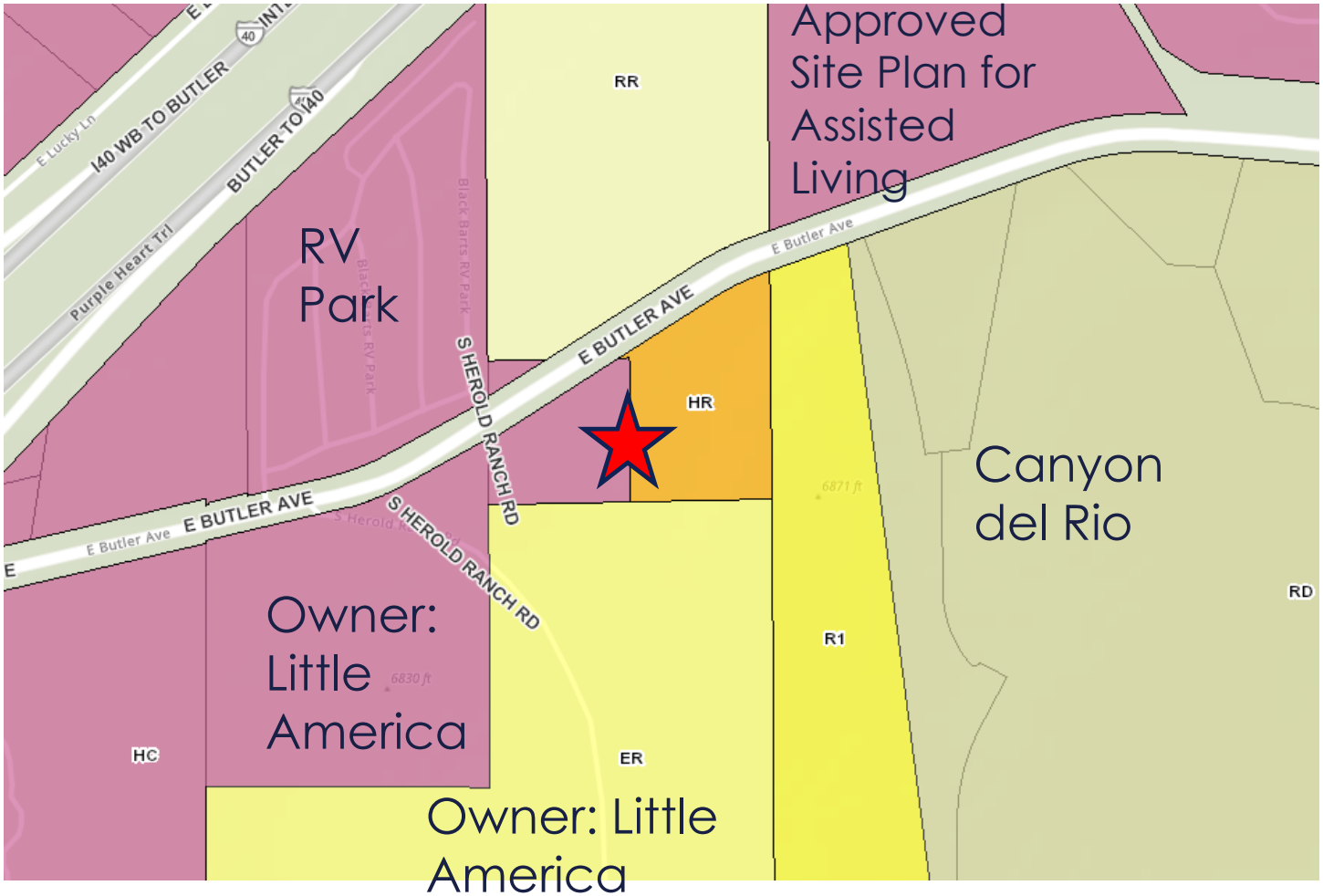








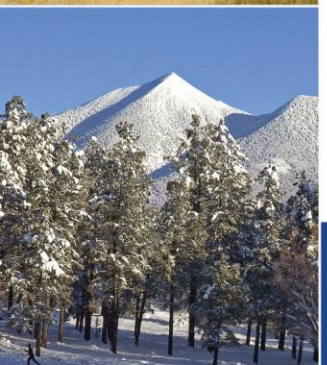
Vicinity Map with Zoning



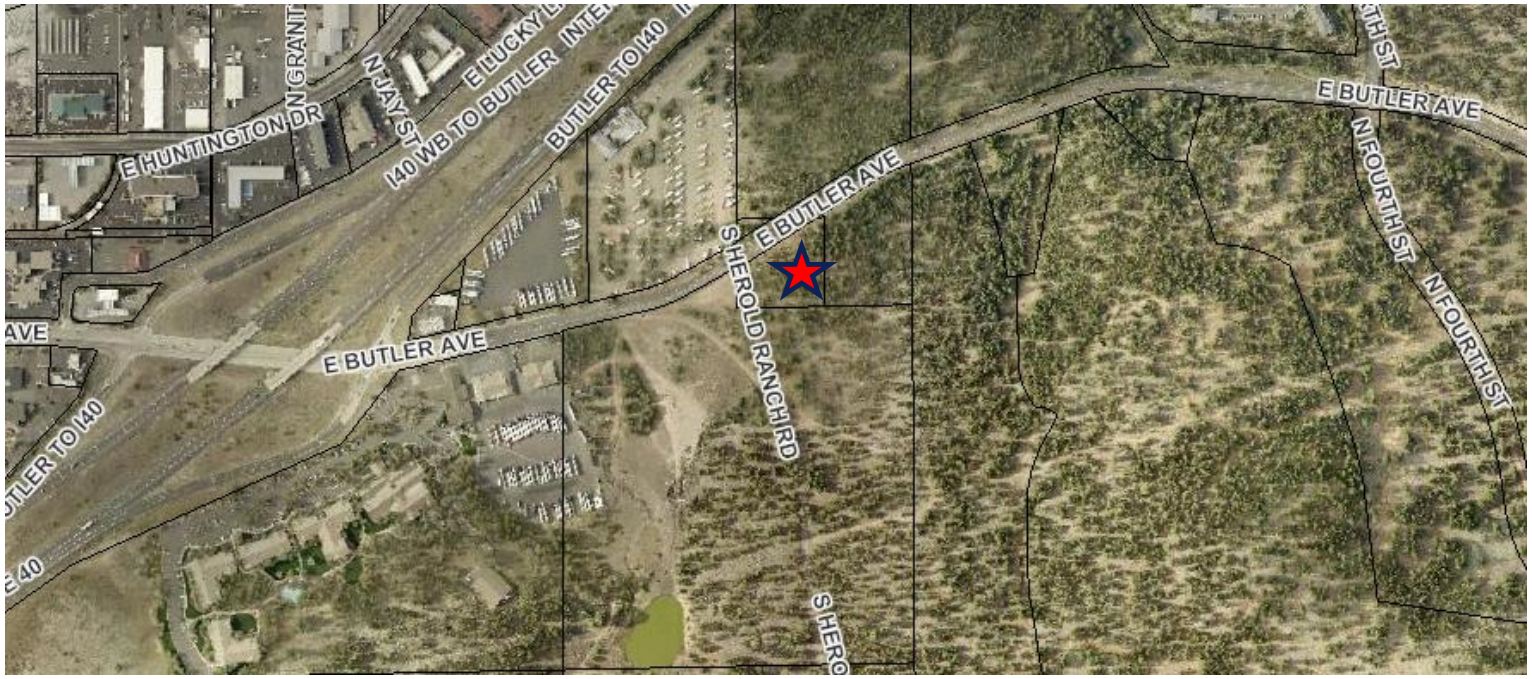

HOTEL
MONTE VISTA
BABBITT
BROTHERS
TRADERS
FLAGSTAFF
ARIZONA







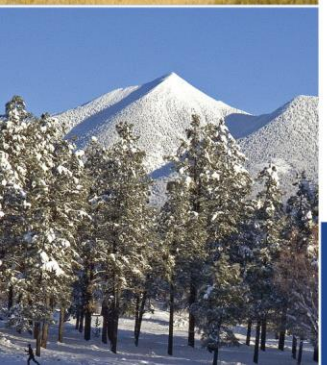
Aerial


E HUNTINGTON DR
N JAY ST
I40 WB TO BUTLER
BUTLER TO I40
E BUTLER AVE
E BUTLER AVE
S HEROLD RANCH RD
E BUTLER AVE
N FOURTH ST
N FOURTH ST
TLER TO I40
40

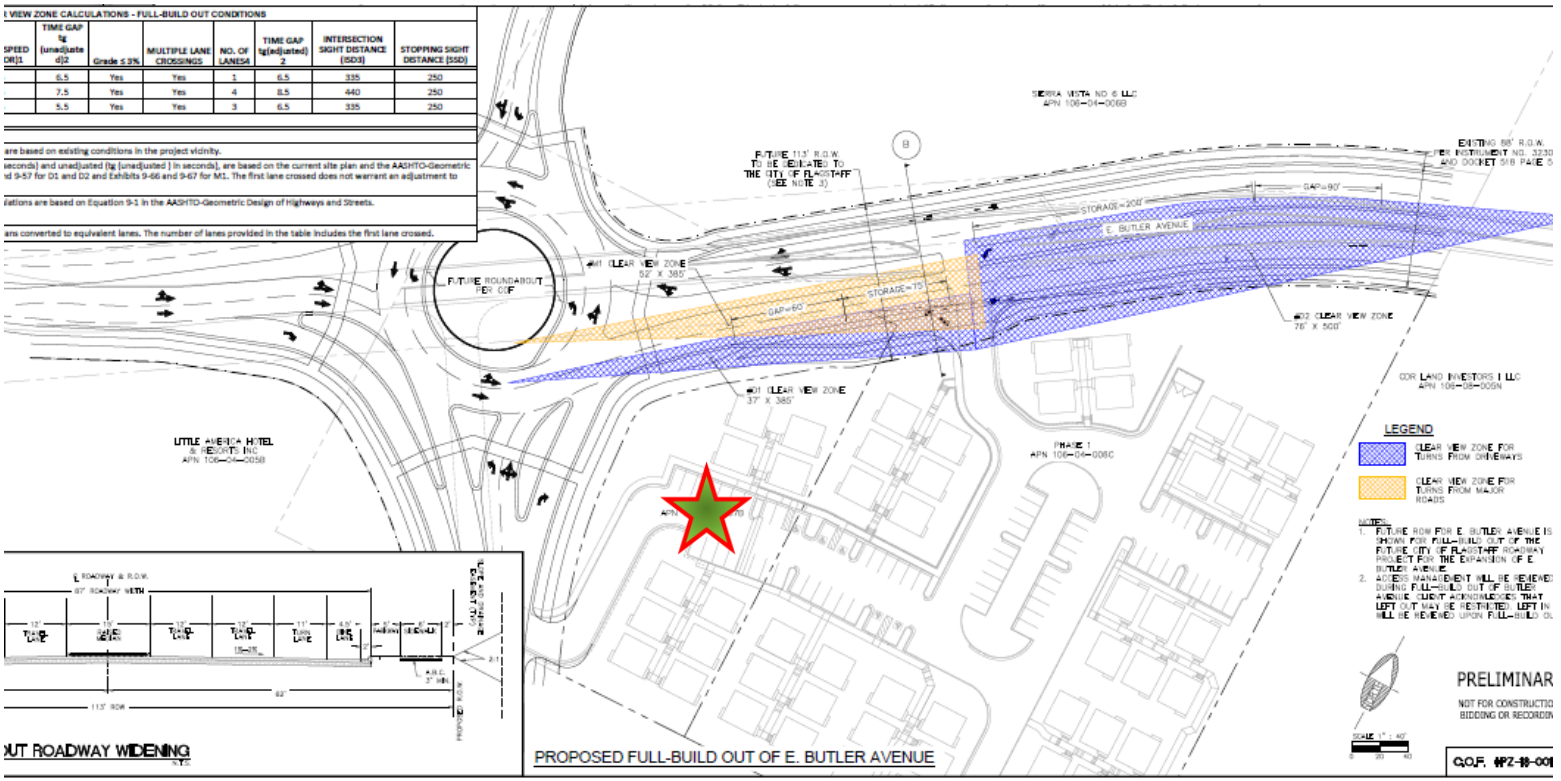








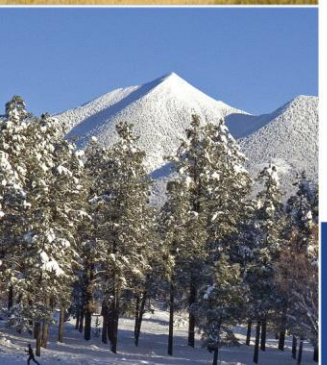
Proposed Full Buildout of Butler Ave & Roundabout











Development Process

On May 1, 2019, the Inter-Division Staff approved a site plan for 50 new detached apartment buildings, with the understanding that the apartment units would ultimately become individually owned through a condominium subdivision.

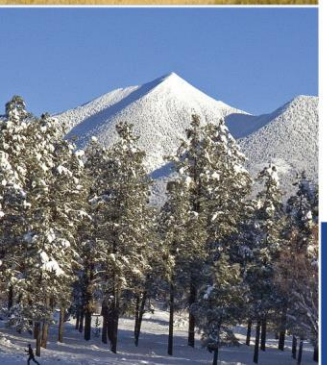
Detached condominiums look like single-family homes but the dwellings are individually owned. The open space areas, driveways, and parking areas are jointly owned and jointly maintained by a community association.

This preliminary plat application is the first step in approval of the condominium subdivision, which will be followed by civil engineering plan approvals and then final plat approval.

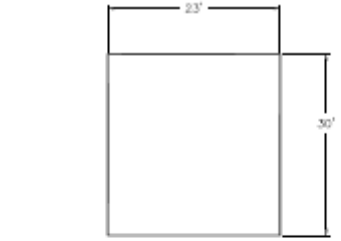








Preliminary Plat & Airspace



A TYPICAL LOT DIMENSIONS



B TYPICAL BUILDING ELEVATION



CITY OF FLAGSTAFF ARIZONA ESTABLISHED 1882

TEAM FLAGSTAFF

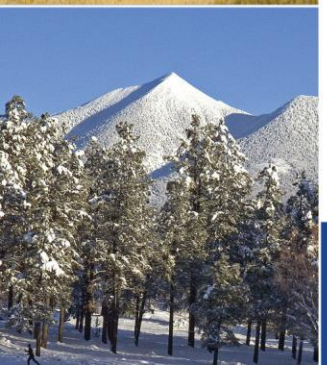
WE MAKE THE CITY BETTER

SERVICE CITY OF FLAGSTAFF SERVING OUR COMMUNITY









Brookfield Communities
Preliminary Plat Findings

Flagstaff Zoning Code: The proposed subdivision is in conformance with the HC and HR zones and the Resource Protection Overlay.

General Plans & Subdivisions Code: The proposed development has been reviewed and approved by city staff to meet all requirements of a condominium subdivision. The airspace defined for these particular units are slightly different than usual but are allowed.

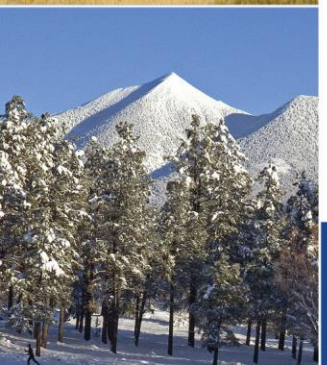
Engineering Design Standards and Specifications:

All engineering-related standards including utility easements and stormwater management have been reviewed and approved by city staff.









Systems Analysis

Access and Traffic

Access to the site is via a driveway on East Butler Avenue. In the future, the site will also have access via Herold Ranch Road. The developer is required to widen Butler Avenue to provide a left turn lane at the site driveway. When Butler Avenue is improved and the roundabout constructed, there will be parkways and sidewalks on both sides. Onsite there are pedestrian walkways from all bungalow units which are connected to pathways and the internal driveway within the development. No bicycle lanes currently exist on Butler Avenue. With the future widening of Butler Avenue, bicycle lanes will be provided on both sides of the street. Dedication of right-of-way along Butler Avenue will be completed prior to issuance of construction permits.

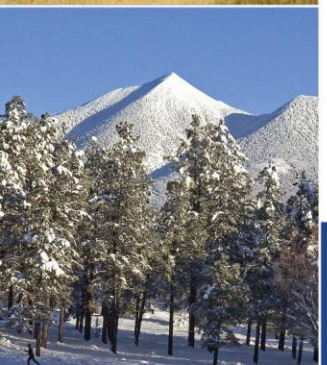
Water and Wastewater

The completion of Water & Sewer Impact Analysis was waived by the City. The developer has agreed to participate in offsite water improvements required to provide a secondary water source in order to meet City Engineering standards for public waterlines. The development's portion of this cost is calculated to be $35,606.20 for the combined project. Sewer will be provided by 6" sewer services that will discharge to the 8" sewer main located near the entrance of the site that connects to the existing 8" sewer main in E. Butler Avenue. Water service will be provided by 1.5" domestic water service lines that will connect to the proposed 8" water main loop. The water main loop will connect to the existing 24" water main in E. Butler Avenue. No new utility infrastructure is required for this development.









Systems Analysis

Stormwater

As part of the site plan application a preliminary drainage report was reviewed and approved by Stormwater to analyze the potential for damage to adjacent properties and downstream drainage capacity.

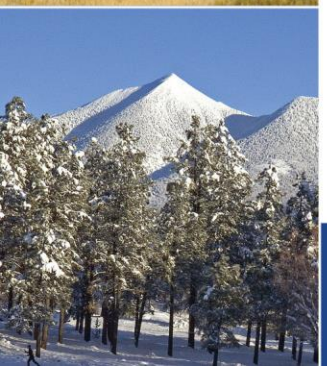
The site will be designed to provide positive drainage away from the proposed buildings and will not adversely affect the drainage characteristics of the adjacent offsite properties.

The project site currently drains to the north toward E. Butler Avenue, and ultimately discharges to Switzer Canyon Wash. The proposed drainage path will mimic the existing conditions.

The site will require both detention and LID to mitigate post-developed peak flow rates, as well as the increase in runoff volume.







Recommendation

Development Review staff approved the preliminary plat with conditions on May 1, 2019. Those conditions have been addressed.

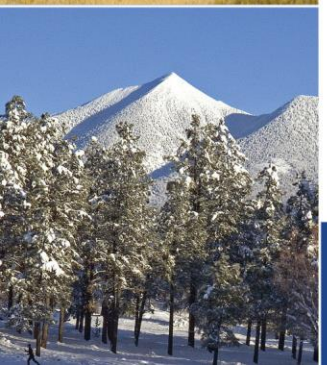
The Planning & Zoning Commission at their June 12, 2019 meeting, recommended (4-0) that the City Council approve the Preliminary Plat with no conditions, in accordance with the findings as addressed in the staff report to the Planning & Zoning Commission.

Note: The P&Z Commission on June 12th, also approved a Conditional Use Permit for the 10 proposed units on the HC-zoned parcel, to be developed as a Planned Residential Development





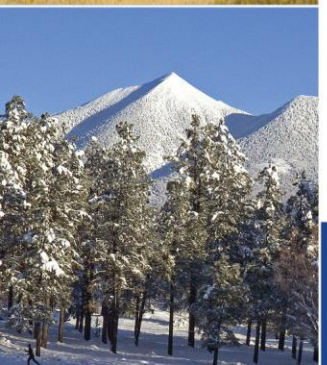




Additional Information if Needed on Planned Residential Developments







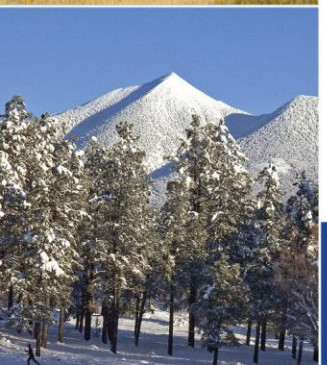
Planned Residential Developments

- The Planned Residential Development provides a mechanism to allow the building types (e.g. bungalow court) identified in the Zoning Code in the Non-Transect Zones and for achieving gross densities on undeveloped lands where substantial natural resources are present on site.
- Affordable housing developments may utilize PRD standards in any zone where residential uses are allowed (more flexibility).
- Site Plan review and approval is required for all building types that include 3 or more units (including the bungalow court). Inter-Division Staff approved on 5/1/19.

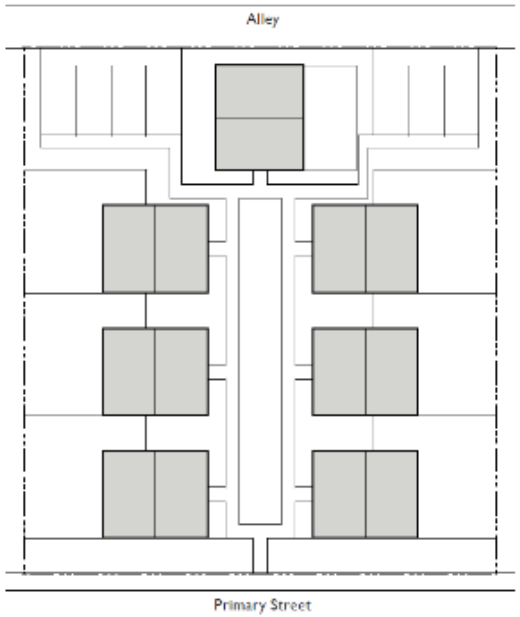








Bungalow Court Standards

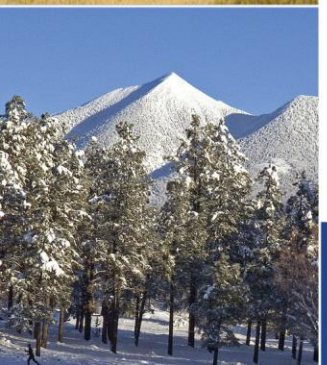


- The proposed units comply with all of the B.C. standards
- Multiple bungalow courts may be configured on a larger lot as long as they meet the remaining standards
- The main entrance locations are from a public courtyard
- The long axis of the courtyard is open to the "Street"; in this case the project driveway

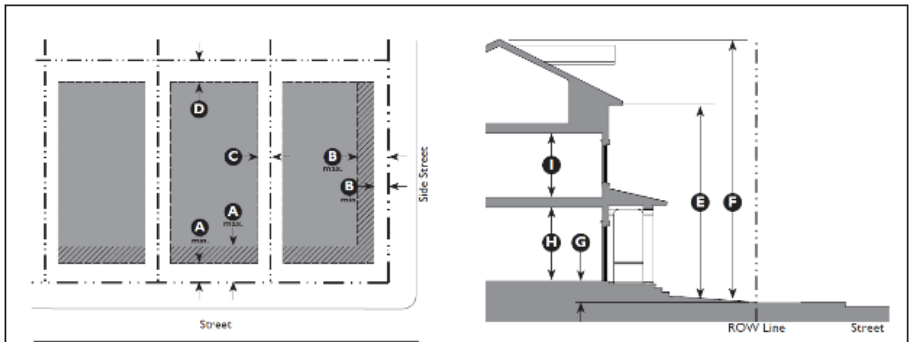








T4N.2 Standards



D. Building Placement			E. Building Form[3]		
Setback (Distance from ROW/Property Line)			**Height**		
Principal Building			Principal Building		
Front[1]	5' min.; 12' max.	A	Stories	4 stories max.	
Front Facade within Facade Zone	50% min.		To Eave/Parapet	40' max	E
Side Street/Civic Space	10' min.; 15' max.	B	Overall	52' max.	F
Side[2]	3' min	C			
Rear	3' min.	D			

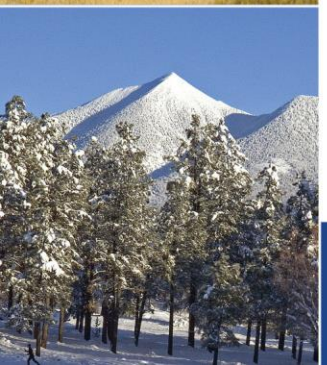
Lot Coverage: 80% max. (29% proposed)

- The proposed units meet the setback, height and lot coverage standards of the T4N.2 transect zone

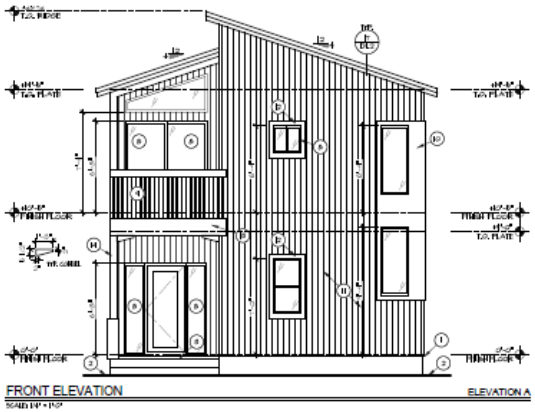


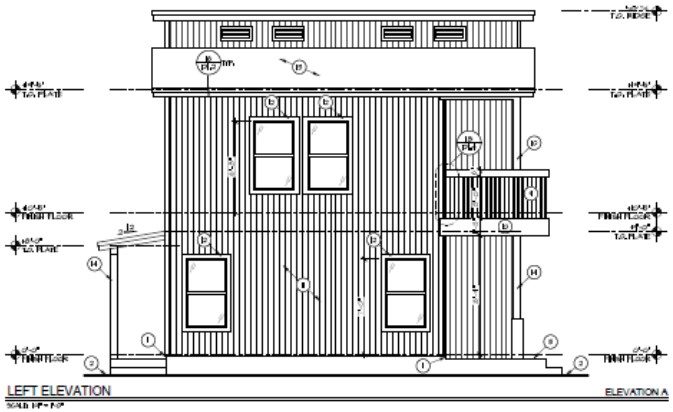


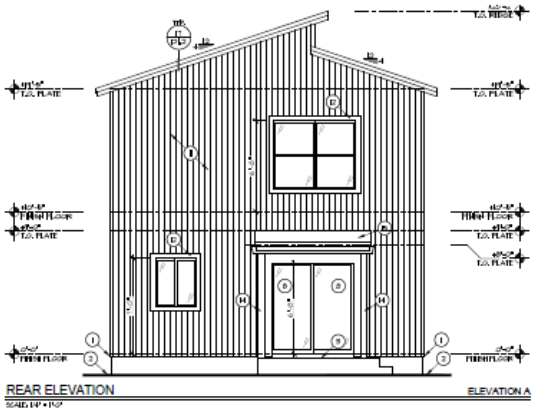


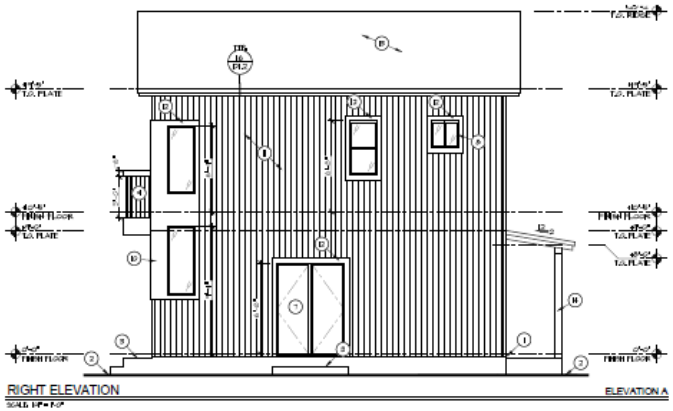


Bungalow Elevations





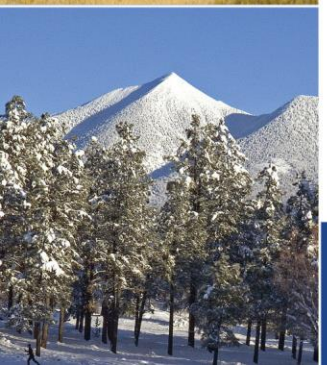




There are two basic elevation types: A & B. This is A.







Parking Standards

- A Planned Residential Development uses standard Residential parking standards
- Parking space requirements were calculated for the combined project (10 +40) which is 50 units.

Market Rate (45 units) x 2.25 = 101.25
Affordable (5 units) x 1.5 = 7.5
TOTAL 108.75 x 20% = (21.75) Maximum reduction

Starting with 109 required spaces, and applying a 20% reduction results in a min. requirement of **87 spaces**; **90 spaces are proposed**.

Proximity to transit (1/4 mile of bus stop): 10% reduction
Site layout to protect forest resources: 5%
Bicycle parking: 5%

End of Preliminary Plat Presentation

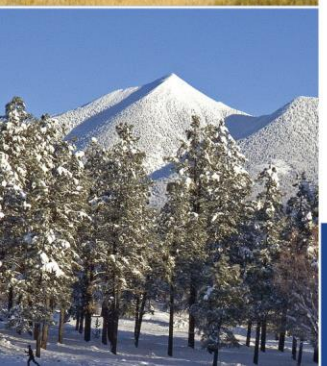
Development Agreement between City of Flagstaff and McGrath Real Estate Partners Resolution No. 2019-36

July 2, 2019

TEAM FLAGSTAFF
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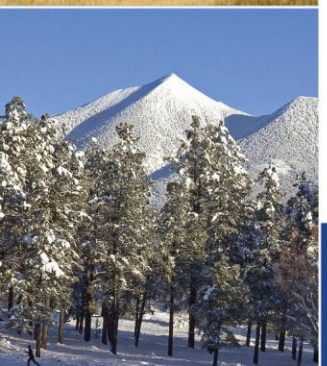


Key Points of Development Agreement

- Developer shall **widen Butler Avenue**, as shown on the Preliminary Plat, to provide a left-turn lane at the Site driveway
- Additionally, Developer shall **pay cash-in-lieu ($99,653.00)** for constructing future curb/gutter, sidewalk, street lights, street trees, and right-turn lane at Butler driveway
- Developer will make a total **cash-in-lieu contribution of $35,606.20** for the combined project; this is the Developer's portion of the off-site improvement **costs of the required secondary water source**





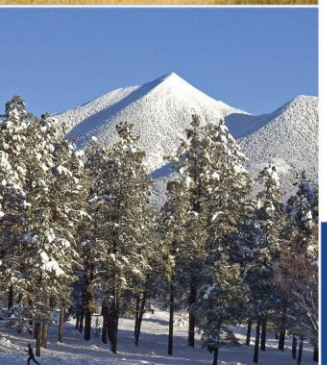


Key Points of Development Agreement

- City will grant a **temporary access easement** across the remaining portion of the City parcel after the City parcel is acquired
- Developer will provide **5 permanently affordable housing units**; to be constructed and offered for sale within 5 years from the date the property is sold
- The **term of the affordable housing** agreement lasts up to and until all affordable units have been sold to qualified buyers (can exceed the overall D.A. term)
- The **term of the overall D.A.** is 10 years







Development Agreement Exhibits

Exhibit "A" Legal Description of Property
Exhibit "B" Preliminary Plat
Exhibit "C" Easement
Exhibit "D" Roadway Contributions

End of Development Agreement Presentation

15. G.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Elaine Averitt, Planning Development Manager
Date:	06/26/2019
Meeting Date:	07/02/2019

TITLE:

Consideration and Possible Adoption of Resolution No. 2019-18: A resolution authorizing the execution of a Development Agreement between Woodshire on Butler, LLC, and the City of Flagstaff related to the development of approximately 4.06 acres of real property generally located at 2989 E. Butler Avenue (APN 106-04-007B) and 3001 E. Butler Avenue (APN 106-04-006C). **(Woodshire on Butler Development Agreement)**

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-18 by title only
2) City Clerk reads Resolution No. 2019-18 by title only (if approved above)
3) Adopt Resolution No. 2019-18

Executive Summary:

State law allows the City to enter into development agreements by resolution of the City Council. The Woodshire on Butler Development Agreement will be between Woodshire on Butler, LLC, and the City of Flagstaff. The proposed agreement governs the terms and conditions of the entitlements, on and off-site improvements and contribution requirements, a temporary access easement, off-site water requirements and affordable housing related to the project, which is located at 2989 and 3001 E. Butler Avenue.

Updated Development Agreement and PowerPoint attached

Financial Impact:

No financial impacts are anticipated with this development agreement.

Policy Impact:

There are no policy impacts affiliated with the development agreement.

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 buyers.

Team Flagstaff Goals

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

Regional Plan
Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

1. Approve the Woodshire on Butler Development Agreement as presented.
2. Approve the Woodshire on Butler Development Agreement with additional, modified, or deleted terms.
3. Remand the Woodshire on Butler Development Agreement back to staff for additional negotiations with Woodshire on Butler, LLC.
4. Deny the Woodshire on Butler Development Agreement.

Background/History:

Woodshire on Butler, LLC (developer), owns 3.31 acres of real property located at 3001 E. Butler Avenue, parcel number 106-04-006C, and intends to purchase a 0.75-acre portion of City Parcel 106-04-007B located at 2989 E. Butler Avenue. The developer proposes to develop a residential community of approximately 50 detached condominium homes as more specifically described in the Preliminary Plat. The Development Agreement helps to ensure that the development of the property complies with City standards for development and engineering improvements, the Regional Plan's goals and policies, and City Council goals. 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.

The developer was the sole bidder on the Invitation for Bids which was advertised in January 2019. The minimum bid requirement included that the developer construct and sell at least five (5) affordable units (10% of the total). The affordable housing section of the development agreement outlines the obligations of the developer and the City.

On May 1, 2019, the Inter-Division Staff approved a Site Plan and related Preliminary Plat for the proposed development of 50 residential units. On June 12, 2019, the Planning & Zoning Commission recommended approval (4-0) of a Conditional Use Permit to allow 10 detached residential units, as a Planned Residential Development, to be constructed on the City Parcel which is zoned Highway Commercial (HC).

Key Considerations:

Summary of Woodshire on Butler Development Agreement Deal Points:

- Developer shall widen Butler Avenue, as shown on the Preliminary Plat, to provide a left-turn lane at the Site driveway. Additionally, Developer shall pay cash-in-lieu for constructing the required roadway frontage improvements and a future right-turn lane at the Butler Avenue driveway, in the amounts shown in Exhibit D.
- The City will grant a temporary access easement across the remaining portion of the City parcel located at 2989 E. Butler Avenue, as defined in Exhibit C.
- Developer will make a cash-in-lieu contribution for the development's portion of the off-site improvement costs of the secondary water source.
- Developer agrees to provide a minimum of five (5) permanently affordable ownership units.

Community Benefits and Considerations:

Community benefits and considerations related to this request are addressed in more detail in the Planning & Zoning Commission Preliminary Plat staff report dated June 4, 2019.

Community Involvement:

For the Conditional Use Permit application for 10 units on the City parcel, the applicant advertised June 12, 2019, Planning & Zoning Commission public hearing as required by the Flagstaff Zoning Code. No public hearings are required for Preliminary Plats, but city staff presented the proposed Preliminary Plat at the June 12th meeting following the Conditional Use Permit request.

Attachments: Res. 2019-18
Development Agreement
Exhibits
Presentation

RESOLUTION NO. 2019-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN WOODSHIRE ON BUTLER, LLC AND THE CITY OF FLAGSTAFF RELATED TO THE DEVELOPMENT OF APPROXIMATELY 4.06 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 2989 AND 3001 EAST BUTLER AVENUE AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Woodshire on Butler, LLC ("Developer") owns 3.31 acres of real property located at 3001 East Butler Avenue, parcel number 106-04-006C, and intends to purchase a 0.75-acre portion of City parcel 106-04-007B (the "City Parcel") located at 2989 East Butler Avenue; and

WHERAS, Developer proposes to develop a residential community of approximately 50 detached condominium homes as more specifically described in the approved Preliminary Plat and Site Plan; and

WHEREAS, Developer and the City of Flagstaff ("City") wish to enter into a development agreement, in the form attached to the staff summary submitted in support of this Resolution (the "Development Agreement"), to provide for the terms and conditions under which the Property will be developed and to set forth in detail certain obligations of Developer and the City; and

WHEREAS, developing the Property under the terms and conditions of the proposed Development Agreement will be consistent with the Flagstaff Regional Plan 2030, and Developer and the City acknowledge that the Development Agreement will operate to the benefit of both parties; and

WHEREAS, Arizona Revised Statutes § 9-500.05 authorizes the City to enter into development agreements in order to facilitate the orderly and effective development of properties.

ENACTMENTS:

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

SECTION 1. The Development Agreement provides benefit to the City of Flagstaff.

SECTION 2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs and land use designations of the General Plan, any applicable specific plans, and the Zoning Code.

SECTION 3. The Development Agreement complies with the requirements of Arizona Revised Statutes § 9-500.05.

SECTION 4. That the City of Flagstaff be hereby authorized to enter into the Development Agreement in the form attached to the staff summary submitted in support of this Resolution.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Development Agreement and its related documents and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 6. That City Clerk be hereby directed to record a copy of the agreement with the Coconino County recorder no later than ten days after the development agreement is executed.

SECTION 7. This Resolution shall become effective thirty (30) days following adoption by the City Council.

SECTION 8. 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

When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

DEVELOPMENT AGREEMENT
between
City of Flagstaff
and
Woodshire on Butler, LLC

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made as of this ___ day of _____ 2019, by and between the City of Flagstaff (the "**City**"), a municipal corporation organized and existing under the laws of the State of Arizona, and Woodshire on Butler, LLC (the "**Developer**"), an Arizona limited liability company (LLC).

RECITALS

A. Developer owns 3.31 acres of real property located at 3001 E. Butler Avenue, parcel number 106-04-006C, and intends to purchase a 0.74-acre portion of City Parcel 106-04-007B (the "City Parcel") located at 2989 E. Butler Avenue, Flagstaff, Arizona, more specifically described in ***Exhibit A*** (collectively, the "**Property**").

B. Developer proposes to develop a residential community of approximately 50 detached condominium homes as more specifically described in the approved Preliminary Plat containing City Staff conditions dated May 1, 2019, attached hereto as ***Exhibit B***, and the approved Site Plan containing City Staff conditions also dated May 1, 2019, and included as part of the Preliminary Plat (the "**Project**").

C. In order to develop the Project, Developer intends to purchase parcel 106-04-007B (the "City Parcel") from the City. As a condition of this purchase, Developer has committed to construct and sell five affordable units as set forth in more detail below.

D. The City has an interest in ensuring that the development of the Property complies with the City's standards for development and engineering improvements and all other City standards and for ensuring that affordable units are constructed in exchange for the sale of the City Parcel.

E. Developer acknowledges that this development will be beneficial and advantageous to Developer and that purchasing the City Parcel will enable Developer to construct additional units and realize cost savings by securing a secondary access across the City Parcel.

F. The City and Developer are entering into this Agreement pursuant to Arizona Revised Statutes § 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, whenever capitalized in this Agreement, shall have the meanings set forth below, except where the context clearly indicates otherwise:

2.1 **"Agreement"** shall mean this Development Agreement between the City and Developer.

2.2 **"A.R.S."** shall mean Arizona Revised Statutes.

2.3 **"City"** shall mean and refer to the City of Flagstaff, an Arizona municipal corporation, and any successor public body or entity.

2.4 **"Construction Permits"** shall mean any permit issued by the City or other jurisdiction that is required in order to begin construction on any On-Site or Off-Site phase or stage of the Project, including but not limited to public improvements, grading, electrical, gas, plumbing, or mechanical.

2.5 **"Developer"** shall mean and refer to Woodshire on Butler, LLC, an Arizona limited liability company, and any successor and/or assignee of Woodshire on Butler, LLC pursuant to Section 6.16 of this Agreement.

2.6 **"Effective Date"** shall mean the date this Agreement becomes effective as set forth in Section 6.1 of this Agreement.

2.7 **"Parties"** shall mean a collective reference to the City and Developer, and its successors and/or assigns.

2.8 **"Roadway Improvements"** shall mean improvements to public roadway segments and intersections.

2.9 **"Site"** shall have the same meaning as the term Property.

2.10 **"Zoning Code"** shall mean the City's Zoning Code.

3. APPLICABLE REGULATION AND DEVELOPMENT STANDARDS

3.1 Development Standards. The development of the Project, 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 occurring 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.

3.2 Permits & Building Fees. Developer agrees and understands that all building permits, development fees, and other fees normally applicable to construction within the City at the time of application shall apply to the Project. Developer further 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. Denial of a Developer's permit application for failure to meet the City's criteria for such permit shall not be deemed a breach by the City of this Agreement.

4. IMPROVEMENT AND CONTRIBUTION REQUIREMENTS

4.1 General Roadway Improvements

The Parties agree that Developer's traffic mitigation will be accomplished as described in this Section.

4.1.1 General Off-Site Roadway Improvements. Developer shall widen Butler Avenue, as shown on the Preliminary Plat, to provide a left-turn lane at the Site driveway. Additionally, Developer shall pay cash-in-lieu for constructing the required roadway frontage improvements (curb/gutter and sidewalk) and a future right-turn lane at the Butler Avenue driveway, in the amounts set forth in ***Exhibit D***. The fees will be used when the City widens Butler Avenue in the future. The calculations for the estimated in-lieu fees are subdivided according to the two parcels associated with the development. In the event Developer elects to construct the project in phases (1 and 2), the fees associated with each parcel shall be paid in advance of obtaining Construction Permits on the parcel. All right-of-way dedications required for this development as set forth in the Preliminary Plat will be completed prior to issuance of Construction Permits.

4.1.2 Temporary Easement. The City will grant a temporary access easement ("the Easement") across the remaining portion of the City parcel located at 2989 E. Butler

Avenue, as defined and depicted in ***Exhibit C***. The Easement will be granted after the City Parcel is acquired, at close of escrow. In the event the City Parcel is not acquired by the Developer, the Easement will not be granted by the City.

4.2 **General Water and Sewer Requirements**

The required Water and Sewer Impact Analysis ("WSIA") was waived by the City of Flagstaff for the Project. Instead, the Parties agree that Developer's water and sewer requirements will be accomplished as described in this Section.

4.2.1 Off-Site Water Requirements. Per the City of Flagstaff Water Services memorandum dated November 29, 2018, Developer will make a cash-in-lieu contribution of twenty-eight thousand six hundred and sixty dollars and thirty cents ($18,181.76) for Parcel 106-04-006C. In addition, Developer agrees to make a cash-in-lieu contribution of six thousand nine hundred and forty-five dollars and ninety cents ($4,288.65) for the portion Developer intends to purchase of Parcel 106-04-007B. Both payments are for the development's portion of the off-site improvement costs of the secondary water source and must be made prior to Construction Permits being issued.

4.3 **Affordable Housing**

4.3.1 The Developer's Obligations. Developer agrees to provide a minimum of five (5) permanently affordable ownership units. The affordable ownership units will be deed-restricted, utilizing deed restrictions approved by the City, to secure permanent affordability and must be sold to households earning up to no more than 100% of the Area Median Income (AMI), as defined by the U.S. Department of Housing and Urban Development (HUD) or its successor. Developer must finance the costs of construction for the affordable housing units, which shall be comparable in construction quality and exterior design to the market rate units within the development. Developer will work with the City to ensure that the affordable units are dispersed throughout the Project. Each unit shall be priced a minimum of 20% less than the fair market value per square foot of comparable units, with qualifying buyers spending no more than 30% of monthly income on mortgage payments. The five units shall be two-bedroom units. The units shall be constructed and offered for sale within five (5) years from the date the property is sold.

4.3.2 The City's Obligations. The City will provide income qualification of homebuyers and buyer education services for qualified homebuyers. The City will also work with the Developer to develop a mutually agreeable deed restriction for the affordable units.

4.3.3 Term. The provisions of this Section 4.3 shall survive termination of this Agreement up to and until all affordable units have been sold to qualified homebuyers.

5. DEFAULT; REMEDIES

5.1 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.

5.2. 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.

5.3. 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 5.1 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.

5.4 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 5.1 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.

5.5 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.

5.6 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.

5.7 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.

6. GENERAL PROVISIONS

6.1 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). Except as otherwise stated herein, the term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate ten (10) years from such date.

6.2 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 City of Flagstaff 211 West Aspen Avenue Flagstaff, Arizona 86001	Woodshire on Butler, LLC Attn: Phil Petersen 3550 North Central Suite 1101 Phoenix, AZ 85012

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.

6.3 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.

6.4 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.

6.5 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 Arizona 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.

6.6 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" Preliminary Plat
Exhibit "C" Easement
Exhibit "D" Roadway Contributions

6.7 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.

6.8 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either Party.

6.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute but one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

6.15 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.

6.16 Successors and Assigns; Restriction on Assignment by Developer. All of the covenants and conditions set forth herein shall be binding upon the successors in interest of each of the Parties hereto, except that transfer of any portions of right-of-way from the City to the State of Arizona will not result in a transfer of obligations in this Agreement to the State. Obligations accruing after a transfer of ownership will not be deemed to be an obligation of the transferor, though no transfer will relieve a transferor of any obligation that accrued prior to the transfer.

Developer's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof and only by a written instrument, recorded in the Official Records of Coconino County, Arizona, expressly assigning such rights and obligations. Such assignment must be approved by the City before the assignment is valid, which approval shall not be unreasonably withheld.

7. 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 Resolution Number 2019-18, CUP Number PZ-18-00105-06 and Ordinance Number 2005-10 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 , 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

Woodshire on Butler, LLC, an Arizona 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 Woodshire on Butler, LLC, an Arizona limited liability company, for the purposes therein contained.

Notary Public
My Commission Expires:_____

List of Exhibits

Exhibit A: Legal Description of the Property
Exhibit B: Approved Preliminary Plat
Exhibit C: Easement
Exhibit D: Roadway Contribution

Exhibit A

Legal Description of the Property

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.

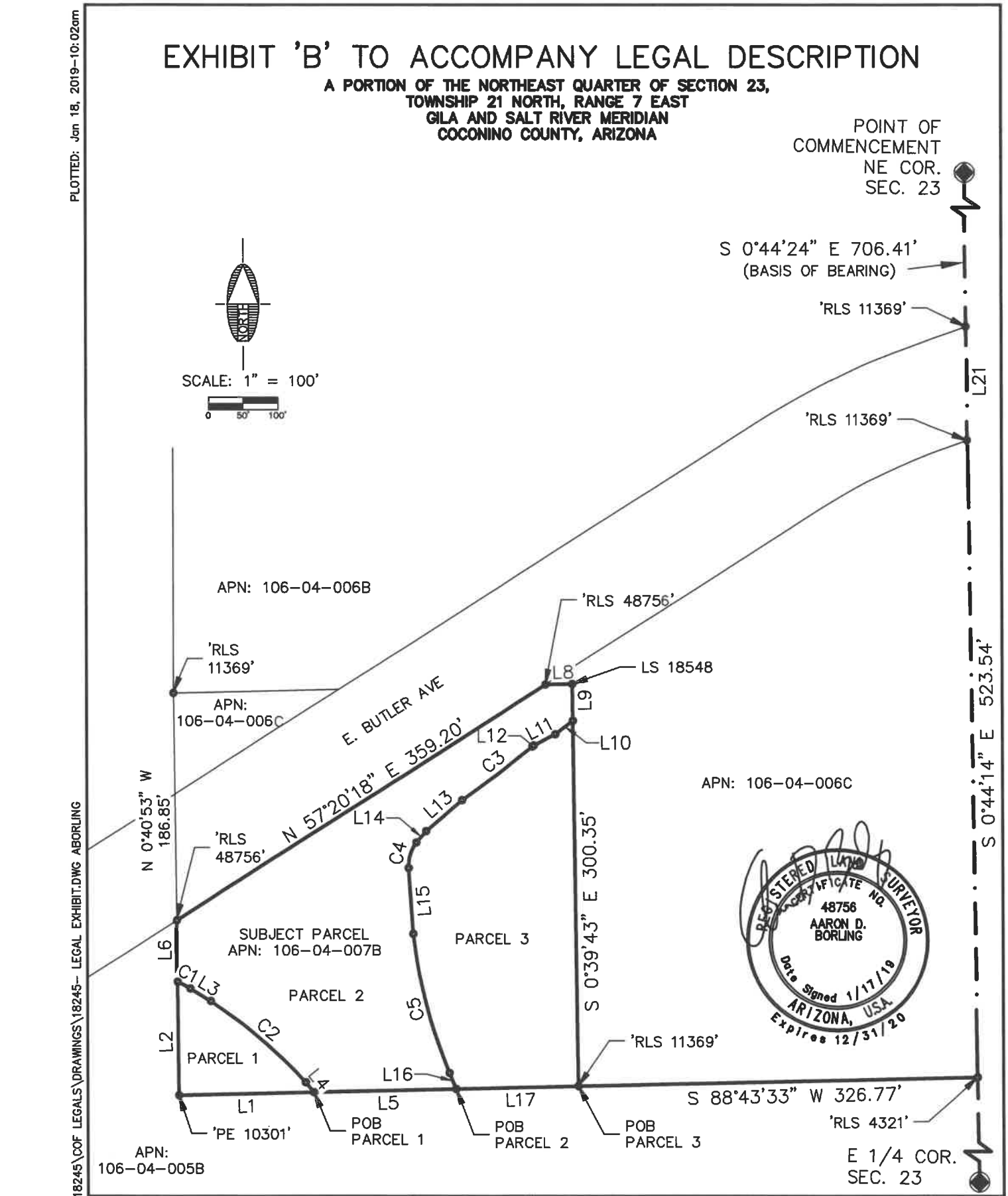
This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, AZ.



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



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

JOB NO.	18245
DATE	JAN. '19
SCALE	AS SHOWN
DRAWN	TNO
DESIGN	
CHECKED	ADB

FLAGSTAFF ARIZONA

LEGAL EXHIBIT

SHEET 6 OF 7

FILE: P:\2018\18245\COF LEGALS\DRAWINGS\18245- LEGAL EXHIBIT.DWG ABORLING

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.
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Flagstaff, AZ 86001
928.773.0354
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www.swiaz.com

JOB NO.	18245
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SCALE	AS SHOWN
DRAWN	TNO
DESIGN	
CHECKED	ADB

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET 7 OF 7

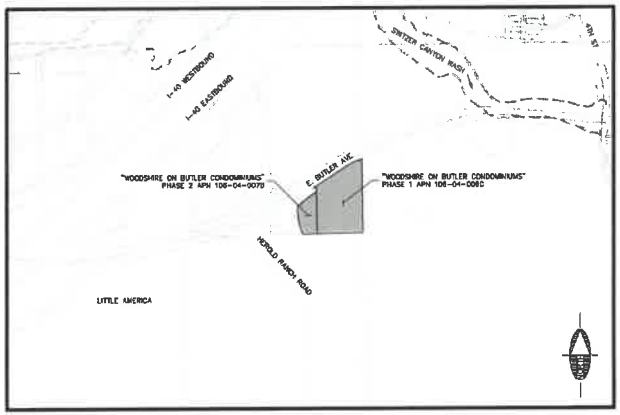
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Exhibit B

Approved Preliminary Plat

PRELIMINARY PLAT
FOR
WOODSHIRE ON BUTLER CONDOMINIUMS
FLAGSTAFF, ARIZONA

LOCATED IN SECTION 23, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE AND MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



VICINITY MAP
N.T.S.

SHEET INDEX		
SHEET NO.	DWG NO.	SHEET TITLE
CVR	1	COVER SHEET
OM01	2	OVERVIEW MAP
PM01	3	PRELIMINARY PLAT OVERVIEW
GD01	4	GRADING & DRAINAGE PLAN
PP01	5	PRELIMINARY PLAT (1)
PP02	6	PRELIMINARY PLAT (2)
PP03	7	PRELIMINARY PLAT (3)
RI01	8	ROADWAY IMPROVEMENTS
NRPP	8	NATURAL RESOURCE PROTECTION PLAN

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.

ADEQUATE WATER SUPPLY NOTE:

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

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE
MEGAN MCCARTHY 4/29/19
BY: LETTER DATE:

UNISOURCE ENERGY SERVICES
MARTIN CONBOY 4/19/19
BY: LETTER DATE:

CENTURYLINK
MANUEL HERNANDEZ 4/16/19
BY: DATE:

ALTICE U.S.A
STANFORD YAZZIE
BY: LETTER DATE:

UTILITY COMPANY CONTACTS

APS
CONTACT: MEGAN MCCARTHY
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
MEGAN.MCCARTHY@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

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

RESOURCE PRESERVATION

THE PROJECT DOES FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. THERE ARE RESOURCES WITHIN THE PROJECT THAT REQUIRE PRESERVATION.

IMPERVIOUS AREA SUMMARY

PRE-DEVELOPMENT IMPERVIOUS AREA: 7,977 SF
POST-DEVELOPMENT IMPERVIOUS AREA: 89,712 SF

FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C8828G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

WATER AND SEWER IMPACT ANALYSIS

THE PRELIMINARY PLAT DOES NOT HAVE SIGNIFICANT IMPACT TO THE EXISTING OFF-SITE WATER OR SEWER INFRASTRUCTURE. THE W.S.I.A. WAS WAIVED BY THE BY THE CITY OF FLAGSTAFF UTILITIES DEPARTMENT DATED NOVEMBER 29, 2018.

EARTHWORK SUMMARY

EXCAVATION: 2,071 C.Y.
EMBANKMENT: 5,886 C.Y.

PROJECT OWNER:

BROOKFIELD COMMUNITIES, INC.
CONTACT: PHILLIP PETERSEN
3550 N. CENTRAL AVENUE #1101
PHOENIX, AZ 85012
(602) 265-4400

PROJECT DEVELOPER:

BROOKFIELD COMMUNITIES, INC.
CONTACT: PHILLIP PETERSEN
3550 N. CENTRAL AVENUE #1101
PHOENIX, AZ 85012
(602) 265-4400

PROJECT ARCHITECT:

THIRTY THREE NORTH ARCHITECTS
CONTACT: LARRY ALIEN
2315 E. WASHINGTON STREET
PHOENIX, AZ 85034
(602) 707-8240

PROJECT ENGINEER:

SHEPHARD-WESNITZER INC.
CONTACT: GUILLERMO E. CORTES
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

PROPERTY INFORMATION:

APN#: 108-04-006C (±3.31 AC)
3001 E. BUTLER AVENUE
FLAGSTAFF, AZ 86001
ZONING: HIGH DENSITY RESIDENTIAL (HR)

APN#: 108-04-007B (±0.75 AC)
2989 E. BUTLER AVENUE
FLAGSTAFF, AZ 86001
ZONING: HIGHWAY COMMERCIAL (HC)

SOURCE OF PROJECT INFORMATION

BOUNDARY INFORMATION FOR ASSESSOR'S PARCEL NUMBER 108-04-006C SHOWN HEREON PER AN ALTA/ACSM LAND TITLE SURVEY PREPARED BY WOODSON ENGINEERING, INC. DATED 9/24/2003, INSTRUMENT NUMBER 3230568 (BOOK 21 OF SURVEYS, PAGE 25), OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA. BOUNDARY INFORMATION FOR ASSESSOR'S PARCEL NUMBER 108-04-007B SHOWN HEREON PER A RESULTS OF SURVEY PREPARED BY SHEPHARD-WESNITZER, INC. DATED 4/15/2019, INSTRUMENT NUMBER 3839374, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA. TOPOGRAPHIC AND TREE SURVEY INFORMATION BASED ON A FIELD SURVEY PERFORMED BY SHEPHARD-WESNITZER, INC. IN AUGUST, 2003 AND SUPPLEMENTAL SURVEY IN MARCH, 2019.

BASIS OF BEARING

LINEAR UNIT:
INTERNATIONAL FEET

HORIZONTAL DATUM:
CITY OF FLAGSTAFF LOCAL COORDINATE SYSTEM, 1992 DEFINITION (MODIFIED ARIZONA STATE PLANE, 1983, CENTRAL ZONE)

VERTICAL DATUM:
NAVD88 REFERENCED TO CITY OF FLAGSTAFF POINT #1922200

PROJECT BENCHMARK:
CITY OF FLAGSTAFF POINT #1922200 (2" STEEL PLATE, NORTHEAST CORNER OF SECTION 23 TOWNSHIP 21N RANGE 7E G&SRM)

NORTHING: 52,298.87 FT
EASTING: 42,090.35 FT
ELEVATION: 6838.58 FT

GRID BEARING AND DISTANCE FROM C.O.F. #1922200 TO C.O.F. #2022200: S0° 42' 57"E 2645.59 FT

LEGAL DESCRIPTIONS

ASSESSOR'S PARCEL NUMBER 108-04-006C ACCORDING TO INSTRUMENT NUMBERS 3230568, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.
ASSESSOR'S PARCEL NUMBER 108-04-007B ACCORDING TO INSTRUMENT NUMBERS 3839374, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

LEGEND

- PROJECT BOUNDARY
- LOT LINE
- ROW
- EASEMENT
- 8"SS — GRAVITY SEWER LINE
- 8"W — WATER LINE
- 4"SS — PROPOSED SEWER SERVICE
- 4"W — PROPOSED WATER SERVICE
- 100-YR FLOODPLAIN
- STORM DRAIN PIPE
- FIRE HYDRANT
- WATER METER
- SEWER MANHOLE
- RPZ — REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY
- GATE VALVE
- DRAINAGE ARROW
- EX. LOT LINE
- EX. EASEMENT
- EX. 100-YR FLOODPLAIN
- EX. INTERMEDIATE CONTOUR
- EX. INDEX CONTOUR
- EX. WATER LINE
- EX. SEWER LINE
- EX. GAS
- EX. STORM DRAIN
- EX. UNDERGROUND UTIL.
- EX. OVERHEAD UTIL.
- EX. WATER VALVE
- EX. IRRIGATION
- EX. SIGNAGE
- EX. DRAINAGE ARROW

CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Aaron D. Borling, RLS 48756

C.O.F. #PZ-18-00105

FLAGSTAFF ARIZONA

WOODSHIRE ON BUTLER CONDOMINIUMS

COVER SHEET

JOB NO: 17159
DATE: MAY 19
SCALE: AS SHOWN
DRAWN: CMP
DESIGN: CMP
CHECKED: GEC

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6924 fax
www.swiaz.com
SWI Shephard Wesnitzer Inc.

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

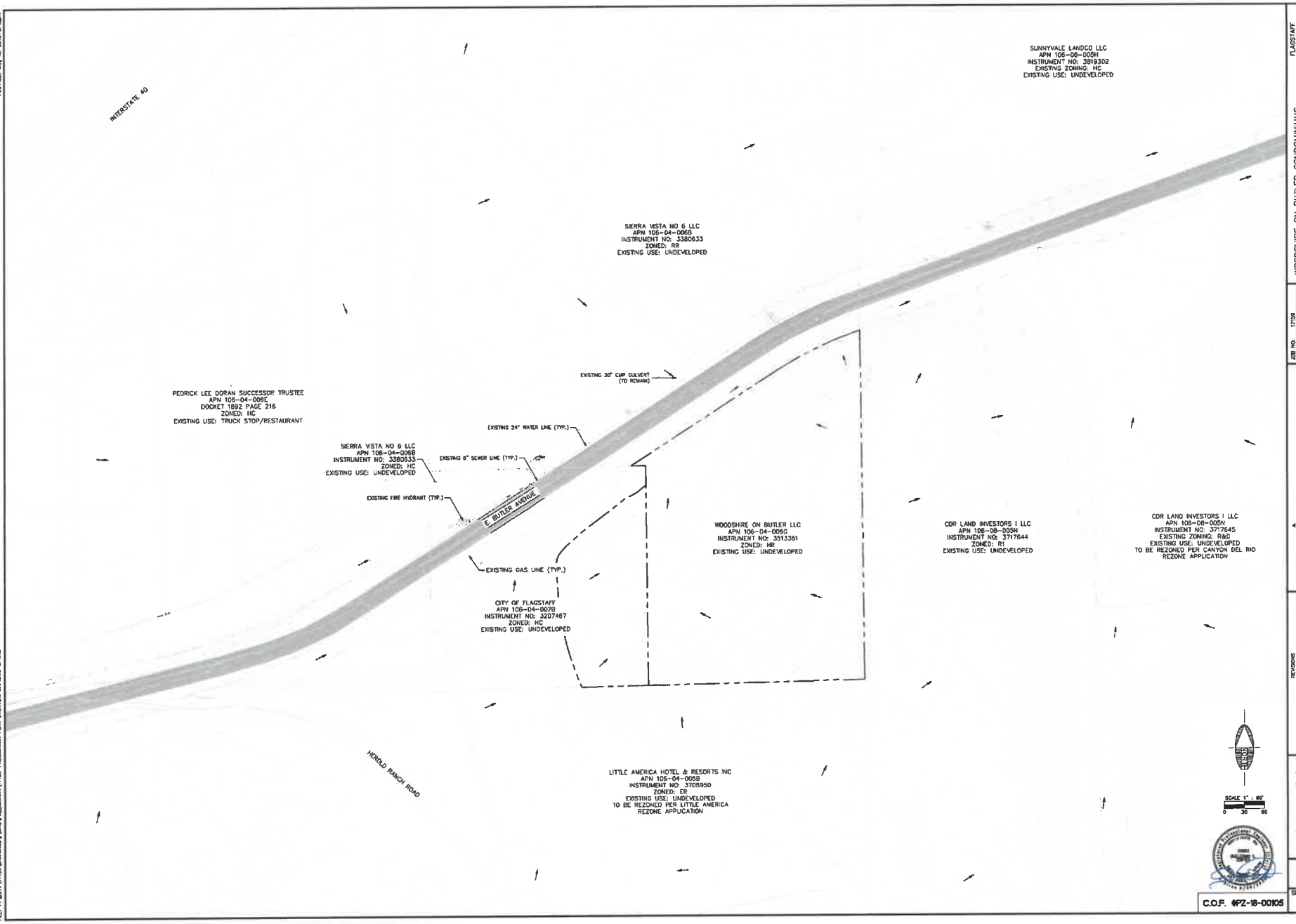
Call at least two full working days before you begin excavation
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CVR

SHT NO. 1 OF 9

PLOTTED: May 13, 2019-2:10pm

FILE: P:\2017\17159\DRAWINGS\PLATS\PRELIMINARY\17159-COVER.DWG CPHAM



WOODSHIRE ON BUTLER CONDOMINIUMS
FLAGSTAFF ARIZONA

OVERVIEW MAP

JOB NO: 1759
DATE: MAY 19
SCALE: AS SHOWN
DRAWN: CMP
DESIGN: CMP
CHECKED: CEC

Shephard & Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.1554
928.774.6934 fax
www.swflag.com

REVISIONS

NO.	DESCRIPTION	DATE	BY

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ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
OM01

SHT NO. 2 OF 9

C.O.F. 6PZ-18-00105

PLOTTED: May 13, 2019-2:10pm
FILE: P:\2017\1759\DRAWINGS\PLATS\PRELIMINARY\1759--PRELIMINARY PLAT OVERVIEW MAP.DWG CPHAM

PROJECT DATA:

INTERIM GROSS SITE ACREAGE = 176,842 SF / 4.06 ACRE
FULL-BUILD OUT NET SITE ACREAGE (WITH FUTURE ROW DEDICATION) = 177,170 SF / 3.93 ACRE

PLANNED RESIDENTIAL DEVELOPMENT STANDARDS – BUNGALOW COURTS
PHASE 1 – HIGH DENSITY RESIDENTIAL
(REQUIRED TO MEET PREVIOUSLY APPROVED ORDINANCE BASED 2005 REZONING)
FRONT 24' SETBACK
SIDE 15' SETBACK
REAR 20' SETBACK

NUMBER OF UNITS PER COURT = 3 MIN, 9 MAX
PROPOSED NUMBER OF UNITS PER COURT = 4 MIN, 6 MAX
TOTAL NUMBER OF UNITS = 50 (INCLUDES 5 AFFORDABLE UNITS)

BUILDING SIZE = 32'X24' MAX
PROPOSED BUILDING SIZE = 23'X26'
BUILDING AREA = 1,110 SF
BUILDING HEIGHT = 60' MAX, 2 STORIES MAX
PROPOSED BUILDING HEIGHT = 25' 7-1/2", 2 STORIES

PROPOSED PEDESTRIAN ACCESS = PUBLIC COURTYARD
PROPOSED COURTYARD = 15'X81', LONG AXIS OPEN TO THE STREET
PROPOSED FRONTAGE = LARGER STOOP
PROPOSED VEHICULAR ACCESS AND PARKING = OPEN PARKING SPACES ARE ARE INDIVIDUALLY ACCESSIBLE VIA COMMON PARKING AREA LOCATED AT THE REAR OR SIDE OF THE UNIT

OPEN SPACE AREA = 15% MIN
PROPOSED OPEN SPACE AREA = 54%

DENSITY = 10 DU/ACRE MIN, 22 DU/ACRE MAX
PROPOSED DENSITY = 12 DU/ACRE

LOT COVERAGE = 50% MAX
PROPOSED LOT COVERAGE = 27%

T4N.2 STANDARDS
PHASE 2 – HIGHWAY COMMERCIAL
FRONT SETBACK = 5' MIN, 12' MAX
SIDE AND REAR SETBACK = 3' MIN
SIDESTREET SETBACK = 10 MIN, 15' MAX

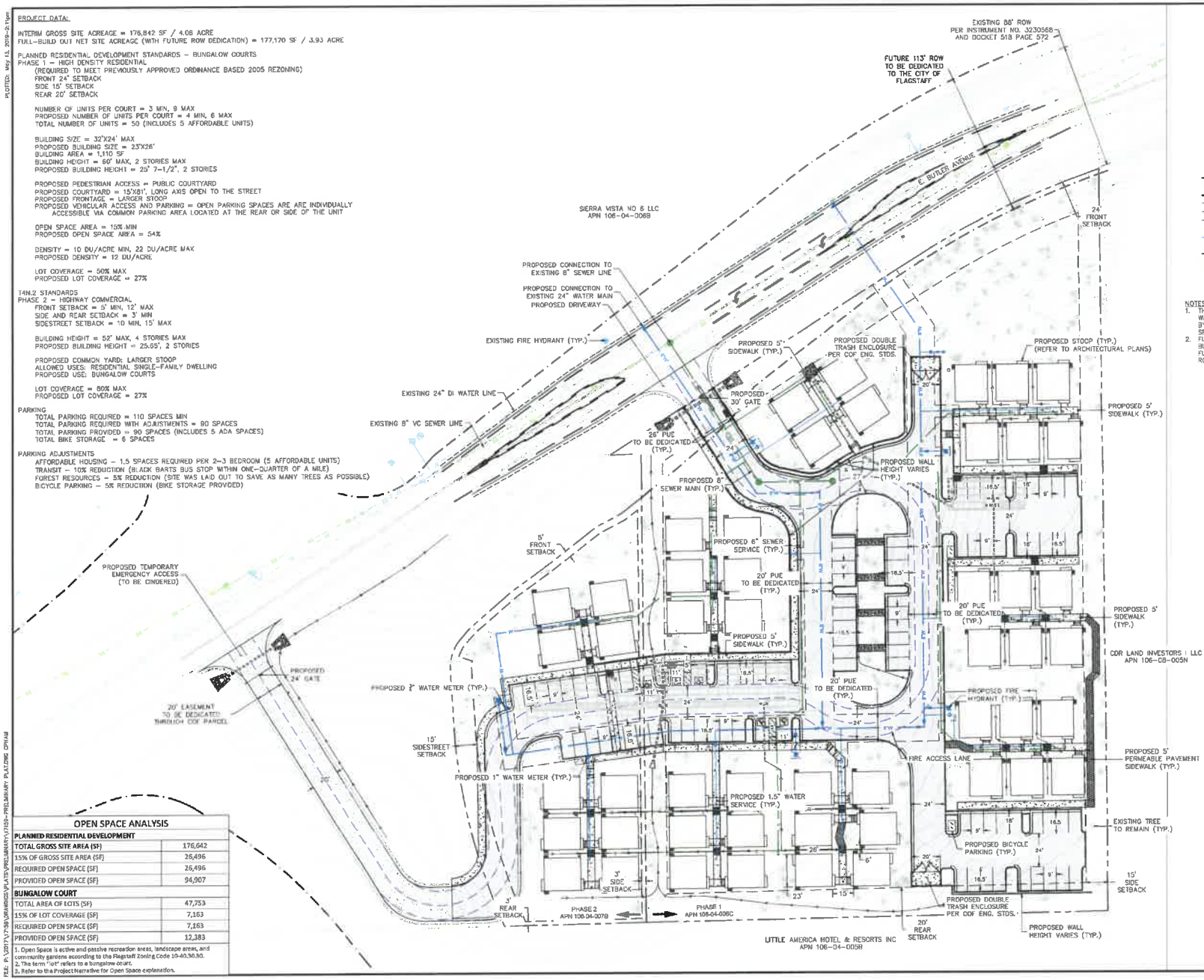
BUILDING HEIGHT = 52' MAX, 4 STORIES MAX
PROPOSED BUILDING HEIGHT = 25.65', 2 STORIES

PROPOSED COMMON YARD: LARGER STOOP
ALLOWED USES: RESIDENTIAL SINGLE-FAMILY DWELLING
PROPOSED USE: BUNGALOW COURTS

LOT COVERAGE = 80% MAX
PROPOSED LOT COVERAGE = 27%

PARKING
TOTAL PARKING REQUIRED = 110 SPACES MIN
TOTAL PARKING REQUIRED WITH ADJUSTMENTS = 80 SPACES
TOTAL PARKING PROVIDED = 90 SPACES (INCLUDES 5 ADA SPACES)
TOTAL BIKE STORAGE = 6 SPACES

PARKING ADJUSTMENTS
AFFORDABLE HOUSING – 1.5 SPACES REQUIRED PER 2-3 BEDROOM (5 AFFORDABLE UNITS)
TRANSIT – 10% REDUCTION (BLACK BARTS BUS STOP WITHIN ONE-QUARTER OF A MILE)
FOREST RESOURCES – 5% REDUCTION (SITE WAS LAID OUT TO SAVE AS MANY TREES AS POSSIBLE)
BICYCLE PARKING – 5% REDUCTION (BIKE STORAGE PROVIDED)



SCALE 1" : 30'
0 15 30

LEGEND

- PROPERTY BOUNDARY
- EXISTING RIGHT-OF-WAY
- FUTURE RIGHT-OF-WAY
- C PROPOSED CUT LIMITS
- F PROPOSED FILL LIMITS
- PROPOSED UTILITY EASEMENT
- EXISTING WATER LINE
- W PROPOSED WATER LINE
- EXISTING SEWER LINE
- S PROPOSED SEWER LINE
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC

NOTES:
1. THE FINAL SIZING OF THE WATER METERS AND WATER AND SEWER LINES WILL BE AS DETERMINED BY THE WATER AND SEWER REPORT AND FIRE SPRINKLER DESIGN.
2. FULL-BUILD OUT IMPROVEMENTS SHOWN TO EAST BUTLER AVENUE WILL BE CONSTRUCTED WITH THE FUTURE CITY OF FLAGSTAFF HEROLD RANCH ROAD ROADWAY REALIGNMENT PROJECT.

OPEN SPACE ANALYSIS

PLANNED RESIDENTIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	176,642
15% OF GROSS SITE AREA (SF)	26,496
REQUIRED OPEN SPACE (SF)	26,496
PROVIDED OPEN SPACE (SF)	94,907
BUNGALOW COURT	
TOTAL AREA OF LOTS (SF)	47,753
15% OF LOT COVERAGE (SF)	7,163
REQUIRED OPEN SPACE (SF)	7,163
PROVIDED OPEN SPACE (SF)	12,383

1. Open Space is active and passive recreation areas, landscape areas, and community gardens according to the Flagstaff Zoning Code 10-40.30.30.
2. The term "lot" refers to a bungalow court.
3. Refer to the Project Narrative for Open Space explanation.

C.O.F. #PZ-18-00105

WOODSHIRE ON BUTLER CONDOMINIUMS
FLAGSTAFF ARIZONA
PRELIMINARY PLAT OVERVIEW

JOB NO: 17259
DATE: MAY 19
SCALE: AS SHOWN
DRAWN: CHP
DESIGN: CHP
CHECKED: GEC

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

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

Call at least two full working days before you begin excavation
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

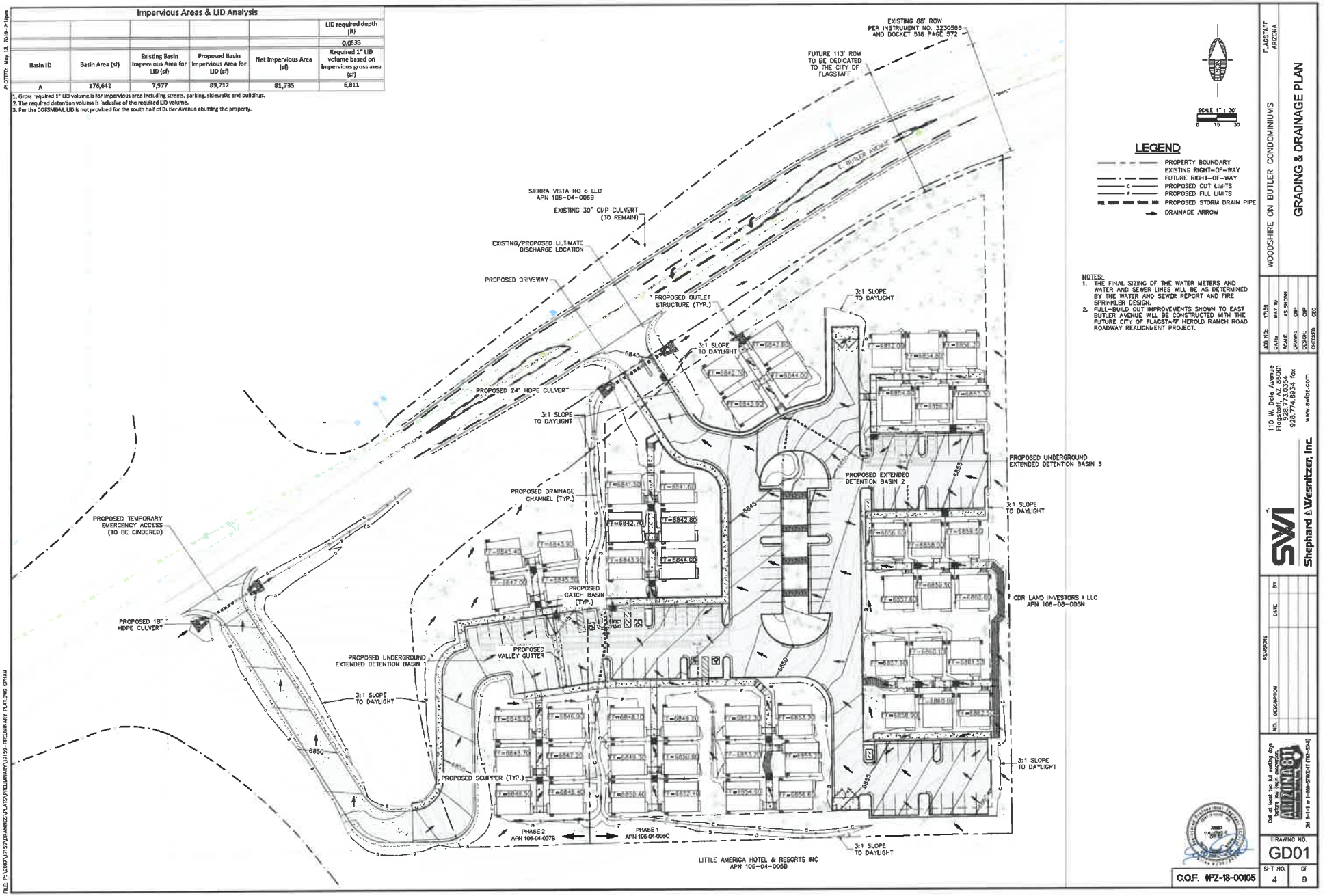
DRAWING NO.
PM01
SHT NO. 3 OF 9

PLOTTED: May 13, 2019 - 2:11pm
FILE: P:\2017\17259\DRAWINGS\PLATS\PRELIMINARY\17259-PRELIMINARY PLATTING OPHAM

Impervious Areas & LID Analysis

					LID required depth (ft)
					0.0833
Basin ID	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 gross area (cf)
A	176,642	7,977	89,712	81,735	6,811

1. Gross required 1" LID volume is for impervious area including streets, parking, sidewalks and buildings.
2. The required detention volume is inclusive of the required LID volume.
3. Per the COFSMDM, LID is not provided for the south half of Butler Avenue abutting the property.



SCALE 1" : 30'
0 15 30

LEGEND

- PROPERTY BOUNDARY
- EXISTING RIGHT-OF-WAY
- FUTURE RIGHT-OF-WAY
- C — PROPOSED CUT LIMITS
- F — PROPOSED FILL LIMITS
- PROPOSED STORM DRAIN PIPE
- DRAINAGE ARROW

NOTES:
1. THE FINAL SIZING OF THE WATER METERS AND WATER AND SEWER LINES WILL BE AS DETERMINED BY THE WATER AND SEWER REPORT AND FIRE SPRINKLER DESIGN.
2. FULL-BUILD OUT IMPROVEMENTS SHOWN TO EAST BUTLER AVENUE WILL BE CONSTRUCTED WITH THE FUTURE CITY OF FLAGSTAFF HEROLD RANCH ROAD ROADWAY REALIGNMENT PROJECT.

C.O.F. #PZ-18-00105

WOODSHIRE ON BUTLER CONDOMINIUMS
FLAGSTAFF ARIZONA

GRADING & DRAINAGE PLAN

JOB NO.: 17.136
DATE: MAY '19
SCALE: AS SHOWN
DRAWN: CMP
DESIGN: CMP
CHECKED: CEC

Shephard & Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6834 fax
www.swinc.com

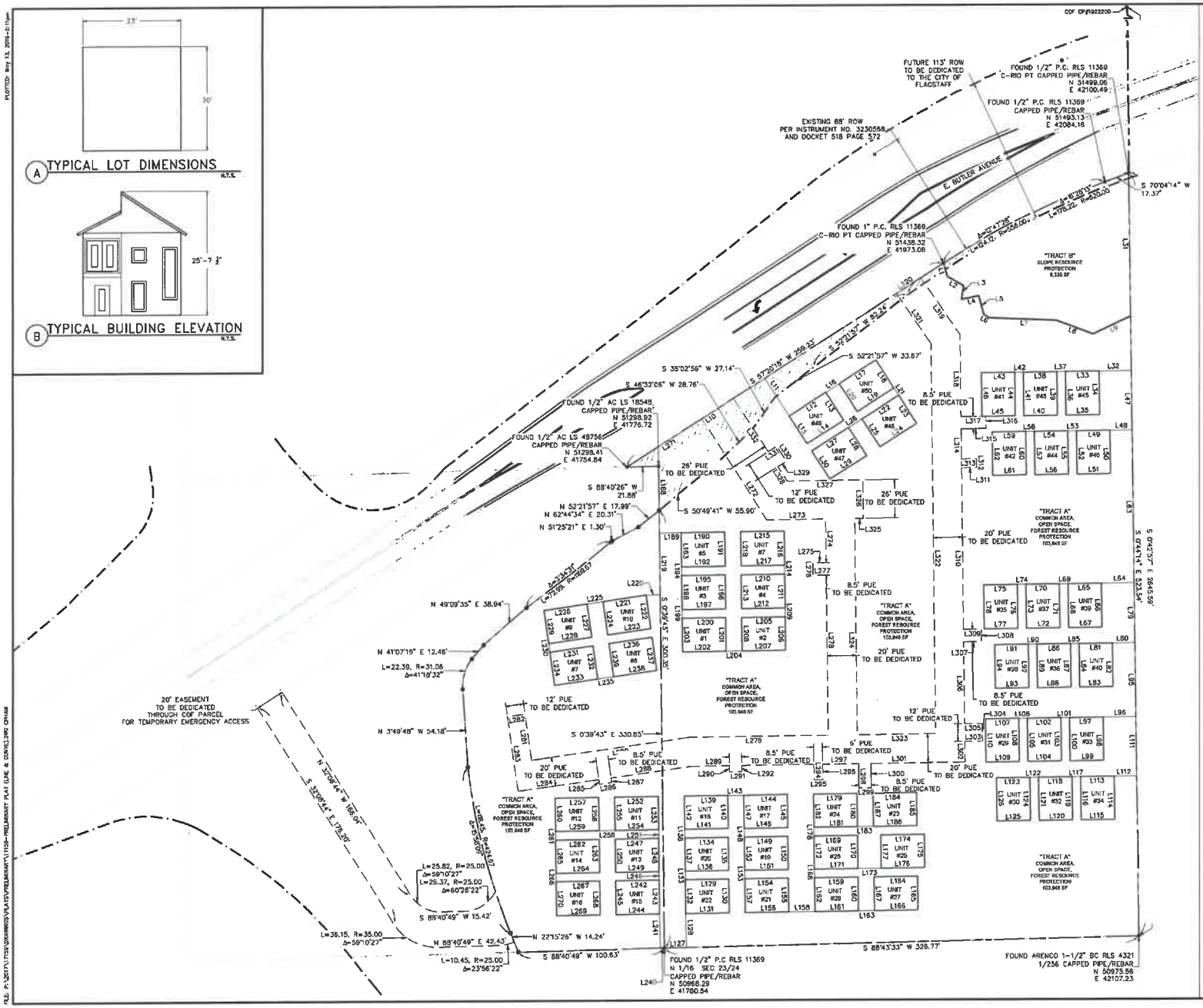
NO.	DESCRIPTION	DATE	BY
	REVISIONS		

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DRAWING NO.
GD01

SHT NO. 4 OF 9

PLOTTED: May 13, 2019 - 2:11pm
FILE: P:\2017\7195\DRAWINGS\PLATS\PRELIMINARY\7195-PRELIMINARY PLATLONG.DWG



NOTES:

1. THE FINAL SIZING OF THE WATER METER AND WATER AND SEWER LINES WILL BE AS DETERMINED BY THE WATER AND SEWER REPORT AND FIRE SPRINKLER DESIGN.
2. FULL-BUILD OUT IMPROVEMENTS SHOWN TO EAST BUTLER AVENUE WILL BE CONSTRUCTED WITH THE FUTURE CITY OF FLAGSTAFF HEROLD RANCH ROAD ROADWAY REALIGNMENT PROJECT.
3. THE TYPICAL SIZE OF EACH INDIVIDUAL LOT IS 690 SF (17,682 CF). SEE DETAILS A AND B ON SHEET PP03.
4. "TRACT A" TO BE DEDICATED AS COMMON AREA, OPEN SPACE, AND FOREST RESOURCE PROTECTION PER FUTURE CC&Rs. "TRACT B" TO BE DEDICATED AS SLOPE RESOURCE PROTECTION. REFER TO THE NATURAL RESOURCE PROTECTION PLAN FOR THE RESOURCES TO BE PRESERVED.

WOODSHIRE ON BUTLER CONDOMINIUMS

FLAGSTAFF ARIZONA

PRELIMINARY PLAT (1)

JOB NO: 17159
DATE: MAY 19
SCALE: AS SHOWN
DRAWN: CJP
DESIGN: CJP
CHECKED: SEC

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Flagstaff, AZ 86001
928.773.0044
928.774.8854 fax
www.swiaz.com
SWI
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NO.	DESCRIPTION	REVISIONS	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)

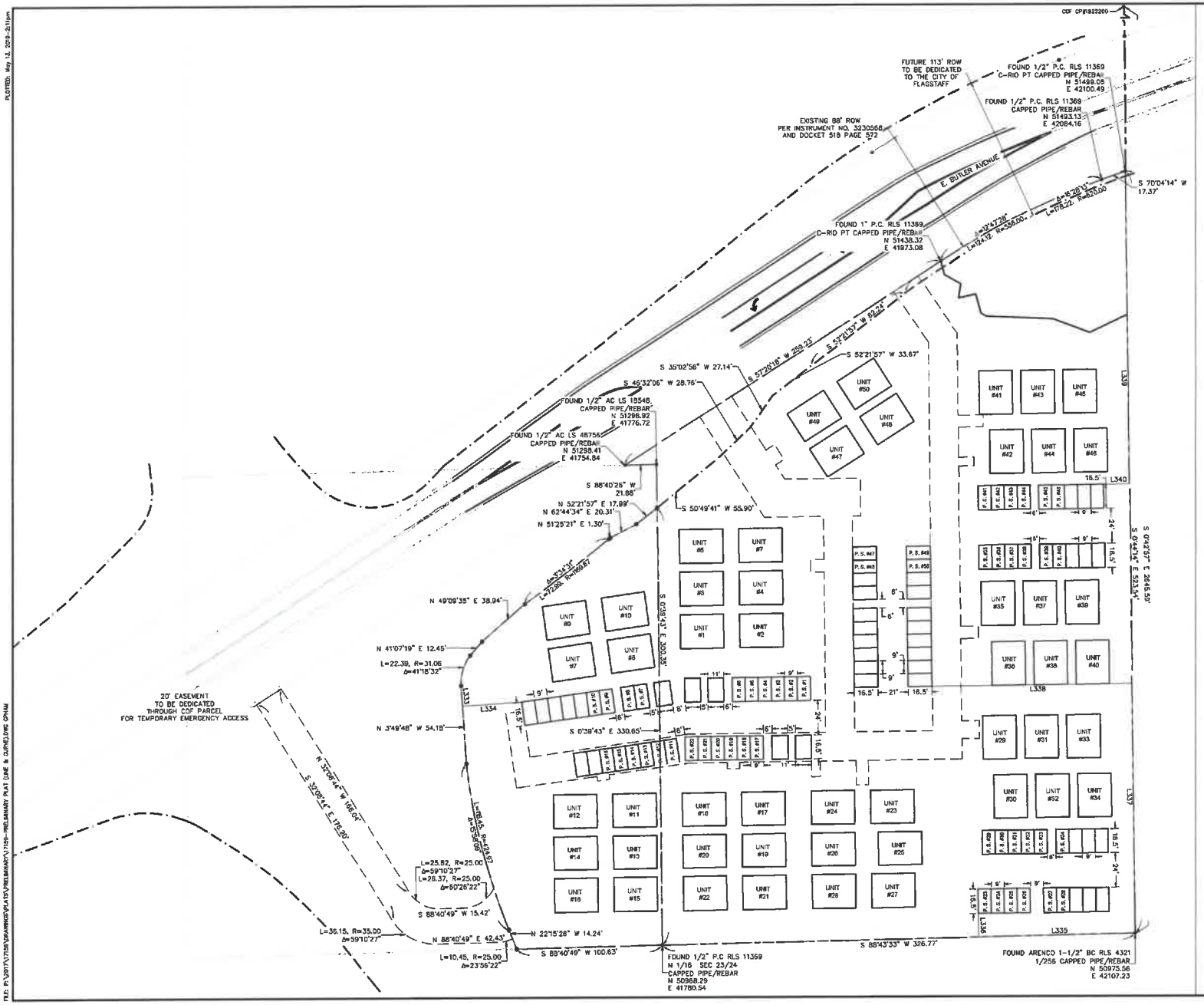
DRAWING NO. PP01

SHT NO. 5 OF 9

C.O.F. #PZ-18-00105

PLOTTED: May 13, 2019-2:11pm

FILE: P:\2017\17159\DRAWINGS\PLATS\PRELIMPLAT\17159-PRELIMPLAT (LINE & CURVE).DWG CPHAM



LEGEND

- PROPERTY BOUNDARY
- EXISTING RIGHT-OF-WAY
- FUTURE RIGHT-OF-WAY
- PROPOSED UTILITY EASEMENT
- PROPOSED LOT
- UNIT #1 UNIT ID NUMBER
- P.S.#1 PARKING SPACE ID NUMBER
- MONUMENT TO BE SET

SCALE 1" = 30'
0 15 30

NOTES:
1. ONE PARKING SPACE IS RESERVED PER UNIT AND DEDICATED AS A LIMITED COMMON ELEMENT. ALL OTHER PARKING SPACES ARE AVAILABLE FOR VISITORS AND DEDICATED AS A COMMON ELEMENT.

C.O.F. #PZ-18-00105

PRELIMINARY PLAT (2)

WOODSHIRE ON BUTLER CONDOMINIUMS

FLAGSTAFF ARIZONA

JOB NO.	17159
DATE:	MAY '19
SCALE:	AS SHOWN
DRAWN:	CHP
DESIGN:	CHP
CHECKED:	GEC

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

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

Call at least two full working days before you begin excavation
ARIZONA811
Dial 811 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
PP02

SHT NO. 6 OF 9

PLOTTED: May 13, 2019-2:15pm
FILE: P:\2017\7159\DRAWINGS\PLATS\PRELIMINARY\7159-PRELIMINARY PLAT (USE & DIMENSIONING).DWG

LINE TABLE			
LINE #	LENGTH	DIRECTION	
L1	9.34	S 15°19'16" E	
L2	13.09	S 60°19'35" E	
L3	9.86	N 6°58'38" E	
L4	11.99	N 77°09'09" E	
L5	13.32	S 15°21'34" E	
L6	4.48	S 60°31'07" E	
L7	46.03	S 67°42'32" E	
L8	27.14	S 89°17'06" E	
L9	28.59	N 84°25'59" E	
L10	113.00	N 5°20'18" E	
L11	31.00	N 32°39'42" W	
L12	30.00	S 57°20'18" W	
L13	23.00	N 32°39'42" W	
L14	30.00	N 57°20'18" E	
L15	23.00	S 32°39'42" E	
L16	11.00	N 57°20'18" E	
L17	30.00	S 57°20'18" W	
L18	23.00	N 32°39'42" W	
L19	30.00	N 57°20'18" E	
L20	23.00	S 32°39'42" E	
L21	6.00	S 32°39'42" E	
L22	30.00	N 57°20'18" E	
L23	23.00	N 32°39'42" W	
L24	30.00	N 57°20'18" E	
L25	23.00	S 32°39'42" E	
L26	11.00	N 57°20'18" E	
L27	30.00	S 57°20'18" W	
L28	23.00	N 32°39'42" W	
L29	30.00	N 57°20'18" E	
L30	23.00	S 32°39'42" E	
L31	135.19	N 0°44'14" W	
L32	22.24	N 89°17'14" E	
L33	23.00	S 89°20'17" E	
L34	30.00	N 0°39'43" E	
L35	30.00	N 89°20'17" E	
L36	30.00	S 0°39'43" E	
L37	6.00	S 89°20'17" E	
L38	23.00	S 89°20'17" W	
L39	30.00	N 0°39'43" W	
L40	23.00	N 89°20'17" E	
L41	30.00	S 0°39'43" E	
L42	6.00	S 89°20'17" E	
L43	23.00	S 89°20'17" W	
L44	30.00	N 0°39'43" W	
L45	23.00	N 89°20'17" E	
L46	30.00	S 0°39'43" E	
L47	41.00	N 0°44'14" W	
L48	15.04	S 89°17'14" W	
L49	23.00	S 89°20'17" W	
L50	30.00	N 0°39'43" W	
L51	23.00	N 89°20'17" E	
L52	30.00	S 0°39'43" E	
L53	100.99	S 0°42'48" E	
L54	22.43	N 89°17'06" E	
L55	23.00	S 89°20'17" W	
L56	30.00	N 0°39'43" W	
L57	23.00	N 89°20'17" E	
L58	6.00	N 89°20'17" E	
L59	23.00	N 89°20'17" W	
L60	30.00	N 0°39'43" W	
L61	23.00	N 89°20'17" E	
L62	30.00	S 0°39'43" E	
L63	100.99	S 0°42'48" E	
L64	22.43	N 89°17'06" E	
L65	23.00	S 89°20'17" W	
L66	30.00	N 0°39'43" W	
L67	23.00	N 89°20'17" E	
L68	30.00	S 0°39'43" E	

LINE TABLE			
LINE #	LENGTH	DIRECTION	
L69	6.00	N 89°20'17" E	
L70	23.00	S 89°20'17" W	
L71	30.00	N 0°39'43" W	
L72	23.00	N 89°20'17" E	
L73	30.00	S 0°39'43" E	
L74	6.00	N 89°20'17" E	
L75	23.00	S 89°20'17" W	
L76	30.00	N 0°39'43" W	
L77	23.00	N 89°20'17" E	
L78	30.00	S 0°39'43" E	
L79	41.00	S 0°47'32" E	
L80	15.42	N 89°15'46" E	
L81	23.00	S 89°20'17" W	
L82	30.00	N 0°39'43" W	
L83	23.00	N 89°20'17" E	
L84	30.00	S 0°39'43" E	
L85	6.00	N 89°20'17" E	
L86	23.00	S 89°20'17" W	
L87	30.00	N 0°39'43" W	
L88	23.00	N 89°20'17" E	
L89	30.00	S 0°39'43" E	
L90	6.00	N 89°20'17" E	
L91	23.00	S 89°20'17" W	
L92	30.00	N 0°39'43" W	
L93	23.00	N 89°20'17" E	
L94	30.00	S 0°39'43" E	
L95	51.00	S 0°46'50" E	
L96	22.59	N 89°17'14" E	
L97	23.00	S 89°20'17" W	
L98	30.00	N 0°39'43" W	
L99	23.00	N 89°20'17" E	
L100	30.00	S 0°39'43" E	
L101	6.00	N 89°20'17" E	
L102	23.00	S 89°20'17" W	
L103	30.00	N 0°39'43" W	
L104	23.00	N 89°20'17" E	
L105	30.00	S 0°39'43" E	
L106	6.00	S 89°20'17" E	
L107	23.00	S 89°20'17" W	
L108	30.00	N 0°39'43" W	
L109	23.00	N 89°20'17" E	
L110	30.00	S 0°39'43" E	
L111	41.00	S 0°40'56" E	
L112	15.54	N 89°15'54" E	
L113	23.00	S 89°20'17" W	
L114	30.00	N 0°39'43" W	
L115	23.00	N 89°20'17" E	
L116	30.00	S 0°39'43" E	
L117	6.00	S 89°20'17" W	
L118	23.00	S 89°20'17" W	
L119	30.00	N 0°39'43" W	
L120	23.00	N 89°20'17" E	
L121	30.00	S 0°39'43" E	
L122	6.00	S 89°20'17" W	
L123	23.00	S 89°20'17" W	
L124	30.00	N 0°39'43" W	
L125	23.00	N 89°20'17" E	
L126	30.00	S 0°39'43" E	
L127	15.25	S 89°43'55" W	
L128	23.17	S 1°16'27" E	
L129	30.00	S 0°39'43" E	
L130	23.00	N 89°20'17" E	
L131	30.00	N 0°39'43" W	
L132	23.00	N 89°20'17" E	
L133	6.00	N 0°39'43" W	
L134	30.00	S 89°20'17" W	
L135	23.00	N 0°39'43" W	
L136	30.00	N 89°20'17" E	

LINE TABLE			
LINE #	LENGTH	DIRECTION	
L137	23.00	S 0°39'43" E	
L138	6.00	N 0°39'43" W	
L139	30.00	S 89°20'17" W	
L140	23.00	N 0°39'43" W	
L141	30.00	N 89°20'17" E	
L142	23.00	S 0°39'43" E	
L143	11.00	N 89°20'17" E	
L144	30.00	S 0°39'43" E	
L145	23.00	N 89°20'17" E	
L146	30.00	N 0°39'43" W	
L147	23.00	S 0°39'43" E	
L148	6.00	S 0°39'43" E	
L149	30.00	S 89°20'17" W	
L150	23.00	N 0°39'43" W	
L151	30.00	N 89°20'17" E	
L152	23.00	S 0°39'43" E	
L153	6.00	S 89°20'17" W	
L154	30.00	S 89°20'17" W	
L155	23.00	N 0°39'43" W	
L156	30.00	N 89°20'17" E	
L157	23.00	S 0°39'43" E	
L158	16.00	N 89°20'17" E	
L159	30.00	S 89°20'17" W	
L160	23.00	N 0°39'43" W	
L161	30.00	N 89°20'17" E	
L162	23.00	S 0°39'43" E	
L163	11.00	S 89°20'17" W	
L164	30.00	S 89°20'17" W	
L165	23.00	N 0°39'43" W	
L166	30.00	N 89°20'17" E	
L167	23.00	S 0°39'43" E	
L168	6.00	N 89°20'17" E	
L169	30.00	S 89°20'17" W	
L170	23.00	N 0°39'43" W	
L171	30.00	N 89°20'17" E	
L172	13.00	S 89°20'17" W	
L173	16.00	S 89°20'17" W	
L174	30.00	S 89°20'17" W	
L175	23.00	N 0°39'43" W	
L176	30.00	N 89°20'17" E	
L177	23.00	S 0°39'43" E	
L178	6.00	N 0°39'43" W	
L179	30.00	S 89°20'17" W	
L180	23.00	N 0°39'43" W	
L181	30.00	N 89°20'17" E	
L182	23.00	S 0°39'43" E	
L183	11.00	S 89°20'17" W	
L184	30.00	S 89°20'17" W	
L185	23.00	N 0°39'43" W	
L186	30.00	N 89°20'17" E	
L187	23.00	S 0°39'43" E	
L188	6.00	N 0°39'43" W	
L189	15.00	S 89°20'17" W	
L190	30.00	S 89°20'17" W	
L191	23.00	N 0°39'43" W	
L192	30.00	N 89°20'17" E	
L193	23.00	S 0°39'43" E	
L194	6.00	N 89°20'17" E	
L195	30.00	S 89°43'55" W	
L196	23.00	N 0°39'43" W	
L197	30.00	N 89°20'17" E	
L198	23.00	S 0°39'43" E	
L199	6.00	S 89°20'17" W	
L200	30.00	S 89°20'17" W	
L201	23.00	N 0°39'43" W	
L202	30.00	N 89°20'17" E	
L203	23.00	S 0°39'43" E	
L204	11.00	N 89°20'17" E	

LINE TABLE			
LINE #	LENGTH	DIRECTION	
L205	30.00	S 89°20'17" W	
L206	23.00	N 0°39'43" W	
L207	30.00	S 89°20'17" E	
L208	23.00	S 0°39'43" E	
L209	6.00	S 0°39'43" E	
L210	30.00	S 89°20'17" W	
L211	23.00	N 0°39'43" W	
L212	30.00	N 89°20'17" E	
L213	23.00	S 0°39'43" E	
L214	6.00	S 0°39'43" E	
L215	30.00	S 89°20'17" W	
L216	23.00	N 0°39'43" W	
L217	30.00	N 89°20'17" E	
L218	23.00	S 0°39'43" E	
L219	56.97	S 0°39'43" E	
L220	9.86	N 89°20'17" E	
L221	30.00	S 81°56'32" W	
L222	23.00	N 81°56'32" E	
L223	30.00	N 81°56'32" E	
L224	23.00	S 81°03'28" E	
L225	11.00	S 81°56'32" W	
L226	30.00	S 81°56'32" W	
L227	23.00	N 81°03'28" W	
L228	30.00	N 81°56'32" E	
L229	23.00	S 81°03'28" E	
L230	6.00	S 81°03'28" E	
L231	30.00	S 81°56'32" W	
L232	23.00	N 81°03'28" W	
L233	30.00	N 81°56'32" E	
L234	23.00	S 81°03'28" E	
L235	11.00	N 81°56'32" E	
L236	30.00	S 81°56'32" W	
L237	23.00	N 81°03'28" W	
L238	30.00	N 81°56'32" E	
L239	23.00	S 81°03'28" E	
L240	2.73	S 88°40'46" W	
L241	23.36	S 1°19'11" E	
L242	30.00	N 89°20'17" E	
L243	23.00	S 0°39'43" E	
L244	30.00	S 89°20'17" W	
L245	23.00	N 0°39'43" W	
L246	6.00	N 89°20'17" E	
L247	30.00	S 89°20'17" W	
L248	23.00	S 0°39'43" E	
L249	30.00	S 89°20'17" W	
L250	23.00	N 0°39'43" W	
L251	6.00	N 89°20'17" E	
L252	30.00	S 89°20'17" W	
L253	23.00	S 0°39'43" E	
L254	30.00	S 89°20'17" W	
L255	23.00	N 0°39'43" W	
L256	11.00	N 89°20'17" E	
L257	30.00	S 89°20'17" W	
L258	23.00	S 0°39'43" E	
L259	30.00	S 89°20'17" W	
L260	23.00	N 0°39'43" W	
L261	6.00	N 0°39'43" W	
L262	30.00	N 89°20'17" E	
L263	23.00	S 0°39'43" E	
L264	30.00	S 89°20'17" W	
L265	23.00	N 0°39'43" W	
L266	30.00	N 89°20'17" E	
L267	23.00	S 0°39'43" E	
L268	6.00	S 89°20'17" W	
L269	30.00	S 89°20'17" W	
L270	23.00	N 0°39'43" W	
L271	61.37	S 5°20'18" E	
L320	20.01	S 5°20'18" W	

LINE TABLE			
LINE #	LENGTH	DIRECTION	
L333	13.90	N 3°48'48" W	
L334	40.88	S 86°10'12" W	
L335	107.98	N 88°43'33" E	
L336	16.00	S 1°16'27" E	
L337	172.47	S 0°44'14" E	
L338	138.09	N 89°17'03" E	
L339	214.66	N 0°48'05" W	
L340	17.86	N 89°17'03" E	

REVISIONS			
NO.	DESCRIPTION	DATE	BY

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ARIZONA811
Dial 8-1-1 or 1-600-STAKE-IT (782-5348)

DRAWING NO.
PP03

SHT NO. 7 OF 9

C.O.F. #P2-19-00105

JOB NO.	17159
DATE	MAY 19
SCALE	AS SHOWN
DRAWN	CHP
DESIGN	CHP
CHECKED	CEC

Shepherd & Wesnitzer Inc
110 W. Dale Avenue
Flagstaff, AZ 86001
928.774.8934 fax
928.774.2534
www.SWAZ.com

WOODSHIRE ON BUTLER CONDOMINIUMS

PRELIMINARY PLAT (3)

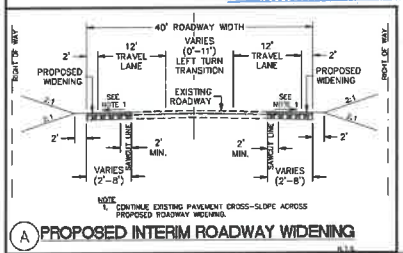
FLAGSTAFF ARIZONA

FILE: P:\2019\19159\DRAWINGS\PLAT\19159-PRELIMINARY PLAT (LINE & CURVE).DWG CHAIR

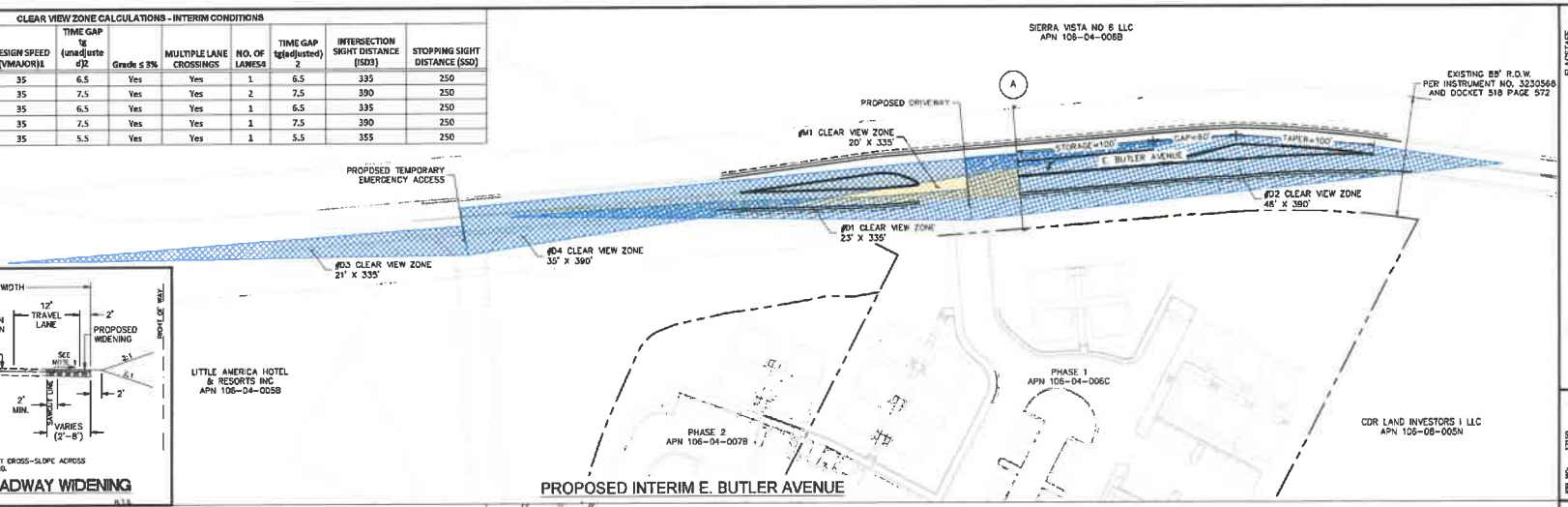
PLOTTED: May 13, 2019 - 2:12pm

CLEAR VIEW ZONE CALCULATIONS - INTERIM CONDITIONS

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	E. Butler Avenue	Right	35	6.5	Yes	Yes	1	6.5	335	250
D2	E. Butler Avenue	Left	35	7.5	Yes	Yes	2	7.5	390	250
D3	E. Butler Avenue	Right	35	6.5	Yes	Yes	1	6.5	335	250
D4	E. Butler Avenue	Left	35	7.5	Yes	Yes	1	7.5	390	250
M1	E. Butler Avenue	Left	35	5.5	Yes	Yes	1	5.5	355	250



A PROPOSED INTERIM ROADWAY WIDENING



PROPOSED INTERIM E. BUTLER AVENUE

CLEAR VIEW ZONE CALCULATIONS - FULL-BUILD OUT CONDITIONS

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	E. Butler Avenue	Right	35	6.5	Yes	Yes	1	6.5	335	250
D2	E. Butler Avenue	Left	35	7.5	Yes	Yes	4	8.5	440	250
M1	E. Butler Avenue	Left	35	5.5	Yes	Yes	3	6.5	335	250

Notes:

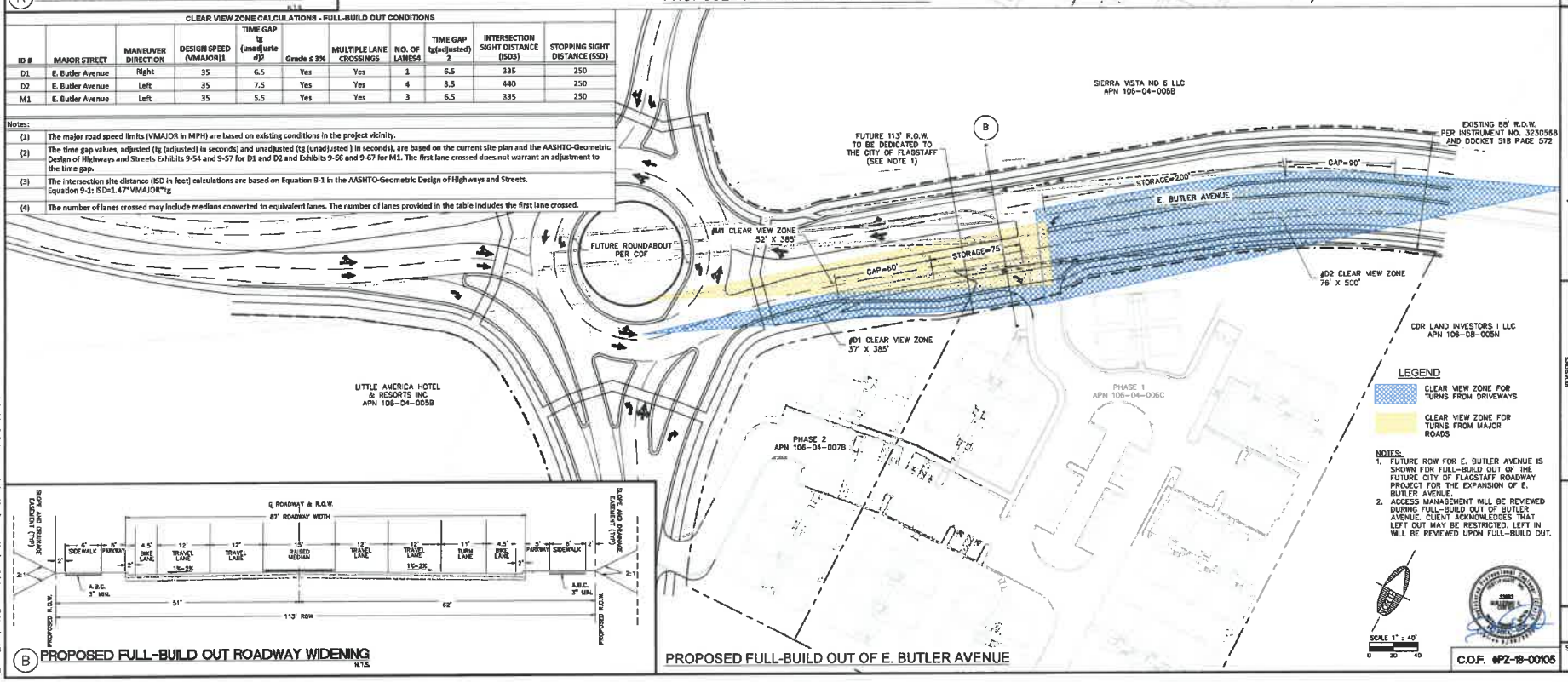
(1) The major road speed limits (VMAJOR in MPH) are based on existing conditions in the project vicinity.

(2) The time gap values, adjusted (tg (adjusted) in seconds) and unadjusted (tg (unadjusted) in seconds), are based on the current site plan and the AASHTO-Geometric Design of Highways and Streets Exhibits 9-54 and 9-57 for D1 and D2 and Exhibits 9-66 and 9-67 for M1. 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.

B PROPOSED FULL-BUILD OUT ROADWAY WIDENING



PROPOSED FULL-BUILD OUT OF E. BUTLER AVENUE

C.O.F. #PZ-18-00105

FLAGSTAFF ARIZONA

WOODSHIRE ON BUTLER CONDOMINIUMS

ROADWAY IMPROVEMENTS

JOB NO. 17139
DATE: MAY '18
SCALE: AS SHOWN
DRAWN: CHP
DESIGN: CHP
CHECKED: GEC

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

NO.	DESCRIPTION	REVISIONS 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. R101

SHT NO. 8 OF 9

PLOTTED: May 13, 2019 - 2:12pm
FILE: P:\2017\17139\DRAWINGS\PLATS\PRELIMPLAT\17139-ROADWAY IMPROVEMENTS.DWG CPHAM

TOTAL TREE RESOURCES

TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER EXISTING	283	156	100	51	3
POINTS	1	2	4	8	20
SUM OF POINTS	283	312	400	408	60
				SUBTOTAL TREE POINTS =	1463
				40% PRESERVATION RATE =	585

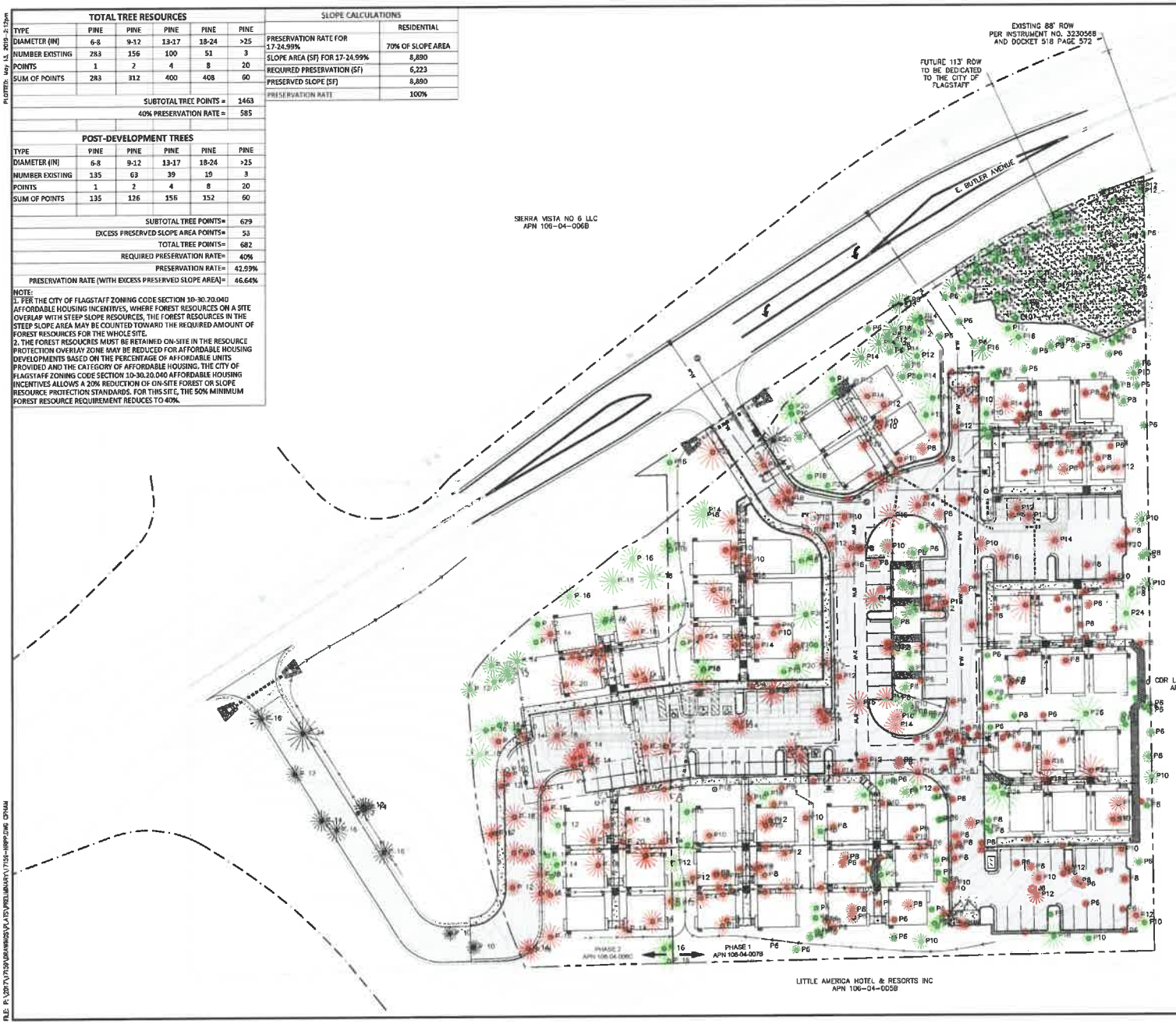
POST-DEVELOPMENT TREES

TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER EXISTING	135	63	39	19	3
POINTS	1	2	4	8	20
SUM OF POINTS	135	126	156	152	60
				SUBTOTAL TREE POINTS=	629
				EXCESS PRESERVED SLOPE AREA POINTS=	53
				TOTAL TREE POINTS=	682
				REQUIRED PRESERVATION RATE=	40%
				PRESERVATION RATE=	42.99%
				PRESERVATION RATE (WITH EXCESS PRESERVED SLOPE AREA)=	46.64%

NOTE:
1. PER THE CITY OF FLAGSTAFF ZONING CODE SECTION 10-30.20.040 AFFORDABLE HOUSING INCENTIVES, WHERE FOREST RESOURCES ON A SITE OVERLAP WITH STEEP SLOPE RESOURCES, THE FOREST RESOURCES IN THE STEEP SLOPE AREA MAY BE COUNTED TOWARD THE REQUIRED AMOUNT OF FOREST RESOURCES FOR THE WHOLE SITE.
2. THE FOREST RESOURCES MUST BE RETAINED ON-SITE IN THE RESOURCE PROTECTION OVERLAY ZONE MAY BE REDUCED FOR AFFORDABLE HOUSING DEVELOPMENTS BASED ON THE PERCENTAGE OF AFFORDABLE UNITS PROVIDED AND THE CATEGORY OF AFFORDABLE HOUSING. THE CITY OF FLAGSTAFF ZONING CODE SECTION 10-30.20.040 AFFORDABLE HOUSING INCENTIVES ALLOWS A 20% REDUCTION OF ON-SITE FOREST OR SLOPE RESOURCE PROTECTION STANDARDS. FOR THIS SITE, THE 50% MINIMUM FOREST RESOURCE REQUIREMENT REDUCES TO 40%.

SLOPE CALCULATIONS

	RESIDENTIAL
PRESERVATION RATE FOR 17-24.99%	70% OF SLOPE AREA
SLOPE AREA (SF) FOR 17-24.99%	8,890
REQUIRED PRESERVATION (SF)	6,223
PRESERVED SLOPE (SF)	8,890
PRESERVATION RATE	100%



LEGEND

- TREE RESOURCES TO BE PRESERVED WITHIN THE WOODSHIRE ON BUTLER PROJECT LIMITS (NOT COUNTED)
- TREE RESOURCES TO BE PRESERVED WITHIN THE WOODSHIRE ON BUTLER PROJECT LIMITS
- TREE RESOURCES TO BE REMOVED AS A RESULT OF SITE DEVELOPMENT
- TREE RESOURCES TO BE REMOVED AS A RESULT OF THE TEMPORARY EMERGENCY ACCESS
- UNDISTURBED SLOPE 17-24.99%

SCALE 1" : 30'
0 15 30

C.O.F. #PZ-18-00105

WOODSHIRE ON BUTLER CONDOMINIUMS
FLAGSTAFF ARIZONA

NATURAL RESOURCE PROTECTION PLAN

JOB NO.: 17156
DATE: MAY 19
SCALE: AS SHOWN
DRAWN: CRP
DESIGN: CRP
CHECKED: CEC

110 W. Dale Avenue
Flagstaff, AZ 86001
928.774.8519 tel
928.774.8934 fax
www.swiaz.com
SWI
Shephard Wesnitzer, Inc.

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

Call at least two full working days before you begin excavation
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
NRPP
SHT NO. 8 OF 9

PLOTTED: May 14, 2019 2:17pm
FILE: P:\2017\17156\DRAWINGS\PLATS\PRELIMINARY\17156-NRPP.DWG CPHAM

Exhibit C

Easement

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

TEMPORARY INGRESS/EGRESS EASEMENT

For Valuable Consideration, the sufficiency and receipt of which is hereby acknowledged, the CITY OF FLAGSTAFF, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter referred to as "Grantor", hereby grants and conveys unto Woodshire on Butler, LLC, an Arizona limited liability company, hereinafter referred to as "Grantee", a non- exclusive easement for temporary access and street purposes under, over and across the real property of Grantor located at 2989 E. Butler Avenue, situated in Coconino County, Arizona, and described in Exhibit "1", which is attached hereto and by reference made a part hereof under the terms and conditions set forth below.

1. This Temporary Ingress/Egress Easement is granted to enable the Grantee to locate, operate, repair, replace, alter and maintain access services of all types. This shall include but not be limited to streets, sidewalks and other Grantee approved access improvements.

2. This Temporary Ingress/Egress includes the right to remove, alter or maintain vegetation, improvements, or obstructions within the limits of the easement that conflict with the legitimate use of This Temporary Ingress/Egress Easement.

3. Maintenance of the surface appearance of the real property subject to this easement after any disturbance or restoration caused by Grantee shall remain the responsibility of the Grantee.

4. To the extent permitted by Arizona law, Grantee hereby covenants to indemnify and save Grantor harmless from any liabilities for injuries or damages to persons or property arising out of Grantee's or its officers', agents', employees', and invitees' use of This Temporary Ingress/Egress Easement granted herein.

5. If the Grantee abandons the use contemplated by This Temporary Ingress/Egress Easement, said Easement shall terminate and the property interest herein shall revert to the Grantor. For the purposes of this agreement, the term "abandon" shall be defined as the discontinuation by Grantee to provide and maintain said street improvements for a period of one (1) year following termination of said utility or access services.

6. The Grantor shall have the right to use and enjoy the Property subject to This Temporary Ingress/Egress Easement provided such use and enjoyment does not interfere with Grantee's ability to utilize the Temporary Ingress/Egress granted herein, and further provided that, the Grantor shall not construct or permit erection or other structure or improvement that would interfere with the operation of this access or street improvement within the Temporary Ingress/Egress Easement granted herein without Grantee's written consent. The determination of whether Grantor's proposed construction of any structure or improvement interferes with the operation of this street and access improvement shall be the sole and absolute discretion of the Grantee.

Dated this_____day of_____20____in Flagstaff, Coconino County, Arizona.

By: _____
Mayor, Coral Evans

STATE OF ARIZONA)
) ss
County of_____)

SUBSCRIBED AND SWORN to before me this_____day of_____, 20____

by_____.

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

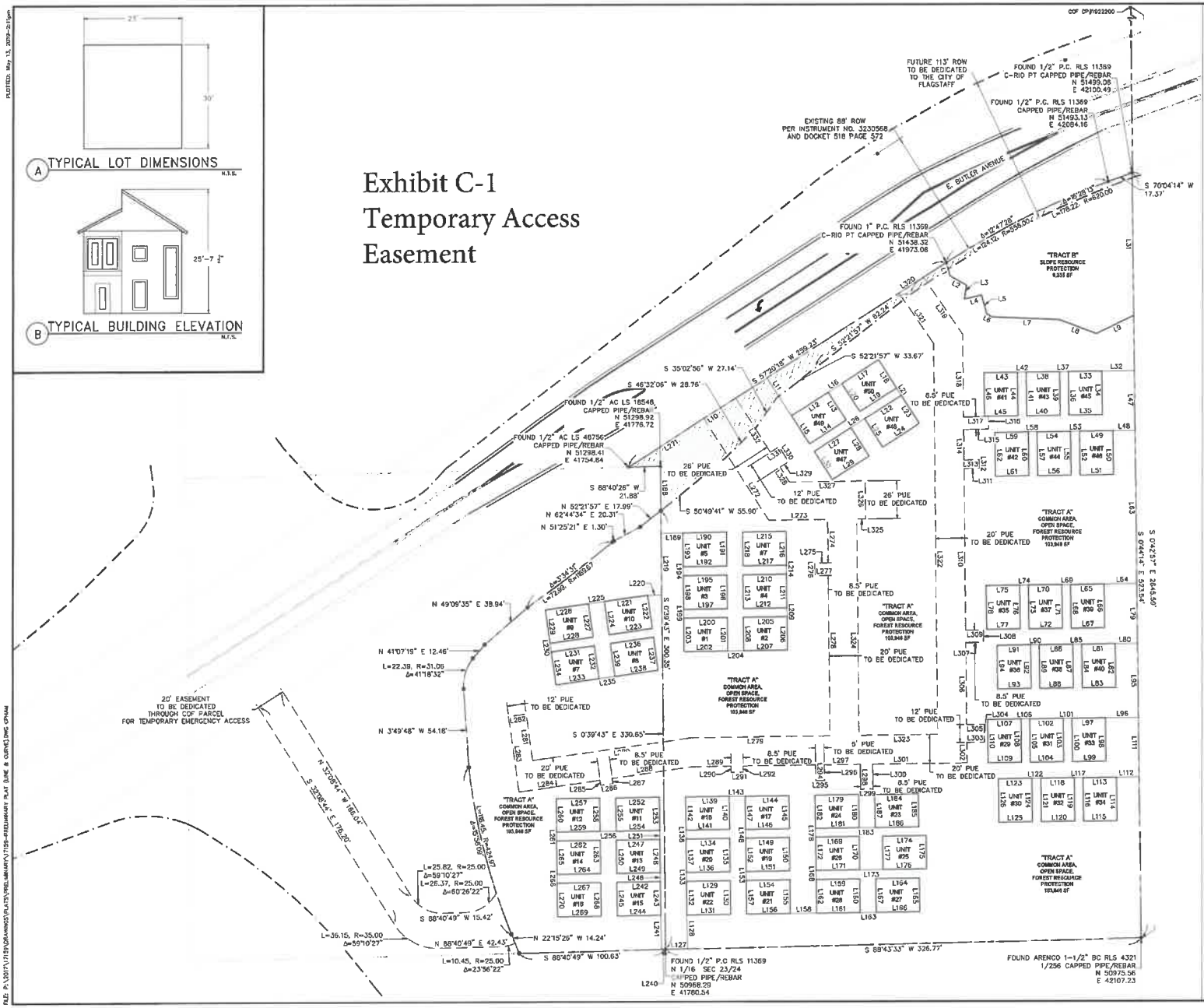
_____
Notary Public

My Commission expires

ATTEST:

_____
City Clerk

Exhibit C-1
Temporary Access Easement





LEGEND

- PROPERTY BOUNDARY
- EXISTING RIGHT-OF-WAY
- FUTURE RIGHT-OF-WAY
- PROPOSED UTILITY EASEMENT
- PROPOSED LOT
- UNIT #1 UNIT ID NUMBER
- P.S. #1 PARKING SPACE ID NUMBER
- MONUMENT TO BE SET

NOTES:
1. THE FINAL SIZING OF THE WATER METER AND WATER AND SEWER LINES WILL BE AS DETERMINED BY THE WATER AND SEWER REPORT AND FIRE SPRINKLER DESIGN.
2. FULL-BUILD OUT IMPROVEMENTS SHOWN TO EAST BUTLER AVENUE WILL BE CONSTRUCTED WITH THE FUTURE CITY OF FLAGSTAFF HEROLD RANCH ROAD ROADWAY REALIGNMENT PROJECT.
3. THE TYPICAL SIZE OF EACH INDIVIDUAL LOT IS 690 SF (17,662 CF). SEE DETAILS A AND B ON SHEET PP03.
4. "TRACT A" TO BE DEDICATED AS COMMON AREA, OPEN SPACE, AND FOREST RESOURCE PROTECTION PER FUTURE CC&Rs. "TRACT B" TO BE DEDICATED AS SLOPE RESOURCE PROTECTION. REFER TO THE NATURAL RESOURCE PROTECTION PLAN FOR THE RESOURCES TO BE PRESERVED.

C.O.F. #PZ-18-00105

FLAGSTAFF ARIZONA

WOODSHIRE ON BUTLER CONDOMINIUMS

PRELIMINARY PLAT (1)

JOB NO: 17159
DATE: MAY 18
SCALE: AS SHOWN
DRAWN: DNP
DESIGN: DNP
CHECKED: GEC

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

NO.	DESCRIPTION	REVISIONS	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.
PP01

SHT NO. 5 OF 9

PLOTTED: May 13, 2019 - 2:19pm
FILE: P:\2017\17159\DRAWINGS\PLATS\PRELIMINARY\17159-PRELIMINARY PLAT (LINE & CURVE).DWG CPHAM

Exhibit D

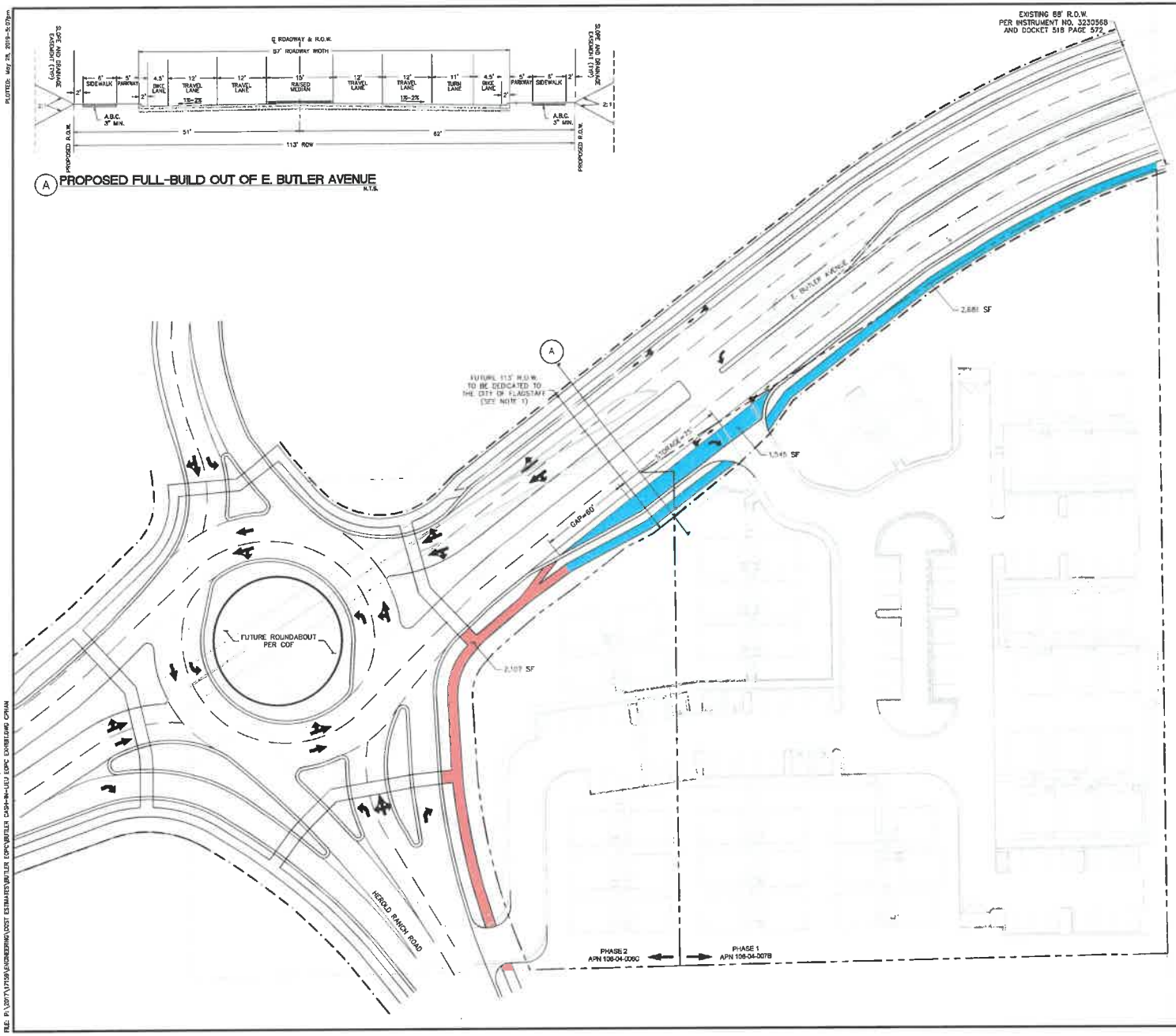
Roadway Contribution

ENGINEER'S OPINION OF PROBABLE COST
SWI Job # 17159
Woodshire on Butler
E. Butler Avenue
Flagstaff, Arizona
April 16, 2019

PHASE 1 FULL-BUILD OUT IMPROVEMENTS				
Asphalt Square Footage-1 right turn lane	1,545	s.f.	$15.58*	$24,071.10
6" Vertical Curb and Gutter	487	l.f.	$20.00	$9,740.00
Sidewalk	2,681	s.f.	$7.00	$18,767.00
Street Lights	1	ea.	$3,333.00	$3,333.00
Street Trees	20	ea.	$500.00	$10,000.00
SUBTOTAL PHASE 1 FULL-BUILD OUT IMPROVEMENTS				$65,911.10
PHASE 2 FULL-BUILD OUT IMPROVEMENTS				
6" Vertical Curb and Gutter	383	l.f.	$20.00	$7,660.00
Sidewalk	2,107	s.f.	$7.00	$14,749.00
Street Lights	1	ea.	$3,333.00	$3,333.00
Street Trees	16	ea.	$500.00	$8,000.00
SUBTOTAL PHASE 2 FULL-BUILD OUT IMPROVEMENTS				$33,742.00
WOODSHIRE ON BUTLER PHASE 1 & PHASE 2 CASH-IN-LIEU				**$99,653.00**
*Roadway Cost per Square Foot $15.58 was taken from Canyon Del Rio				

Registered Professional Engineer
CERTIFICATE NO.
33983
GUILLERMO E. CORTES
Date Signed 4/25/19
ARIZONA, USA
Expires 9/30/2020

A PROPOSED FULL-BUILD OUT OF E. BUTLER AVENUE
N.T.S.



LEGEND

PHASE 1 FULL-BUILD OUT IMPROVEMENTS

PHASE 2 FULL-BUILD OUT IMPROVEMENTS

NOTES:

1. FUTURE ROW FOR E. BUTLER AVENUE IS SHOWN FOR FULL-BUILD OUT OF THE FUTURE CITY OF FLAGSTAFF ROADWAY PROJECT FOR THE EXPANSION OF E. BUTLER AVENUE.
2. ACCESS MANAGEMENT WILL BE REVIEWED DURING FULL-BUILD OUT OF BUTLER AVENUE. CLIENT ACKNOWLEDGES THAT LEFT OUT WILL BE RESTRICTED. LEFT IN WILL BE REVIEWED UPON FULL-BUILD OUT.

SCALE: 1" = 30'

PRELIMINARY

C.O.F. #PZ-18-00105

FLAGSTAFF ARIZONA

WOODSHIRE ON BUTLER CONDOMINIUMS

FULL-BUILD OUT CASH-IN-LIEU EXHIBIT

JOB NO: 17159
DATE: MAY 19
SCALE: AS SHOWN
DRAWN: DMP
DESIGN: DMP
CHECKED: GEC

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6834 fax
www.swinet.com

NO.	DESCRIPTION	DATE	BY

REVISIONS

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.
EX01

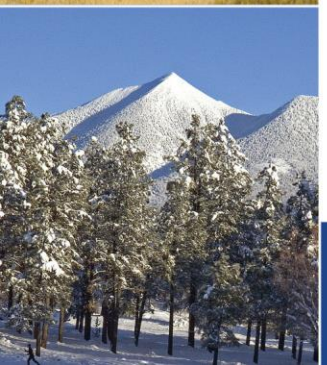
SHT NO. 1 OF 1

PLOTTED: May 28, 2019 - 5:07pm

FILE: P:\2017\17159\ENGINEERING\COST ESTIMATES\BUTLER EOPC\BUTLER CASH-IN-LIEU EOPC EXHIBIT.DWG







City of Flagstaff

City Council – Regular Agenda

July 2, 2019

City Hall, Council Chambers

Request: Preliminary Plat

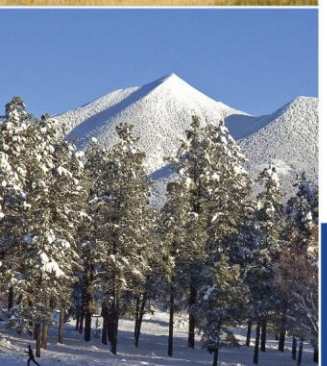
PZ-18-00105-03

Woodshire on Butler Condominiums









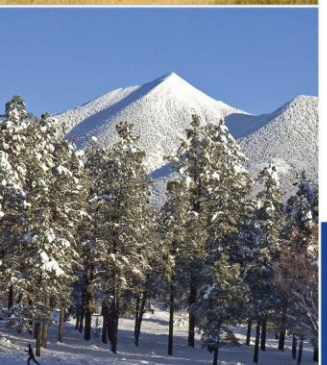
Preliminary Plat
Brookfield Communities, Inc.
Woodshire on Butler Condominiums

- A request for Preliminary Plat approval for a 50-unit residential condominium development located at 2989 and 3001 E Butler Avenue, a combined site area of approximately 4.06 acres, in the Highway Commercial (HC) Zone and High Density Residential (HR) Zone with a Resource Protection Overlay
- This subdivision combines the 0.75-ac “city parcel” with the 3.31-ac adjacent parcel for a 4.06-ac site.
- The eastern parcel is zoned High Density Resid. and the smaller city parcel is zoned Highway Commercial.
- Both parcels are in a Resource Protection Overlay.









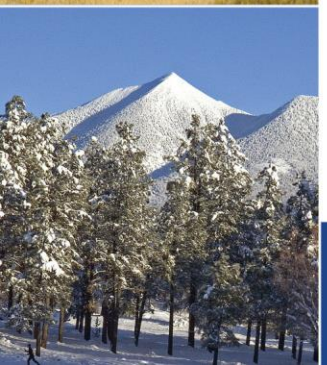
Property Background

- The western portion of the site is currently owned by the City of Flagstaff (COF)
- COF plans to split off an approx. 0.75-acre portion of the city-owned parcel due to the future construction of the planned roundabout at realigned Herold Ranch Rd. & Butler Ave.
- Jan. 2019: COF prepared an invitation for bid that included that developer must construct & sell 5 affordable units (10% of 50)
- Brookfield Communities, owner of adjacent property (40 approved units), was the sole bidder;
- City Council will vote on accepting Purchase Agreement on 6/18/19 & 7/2/19.

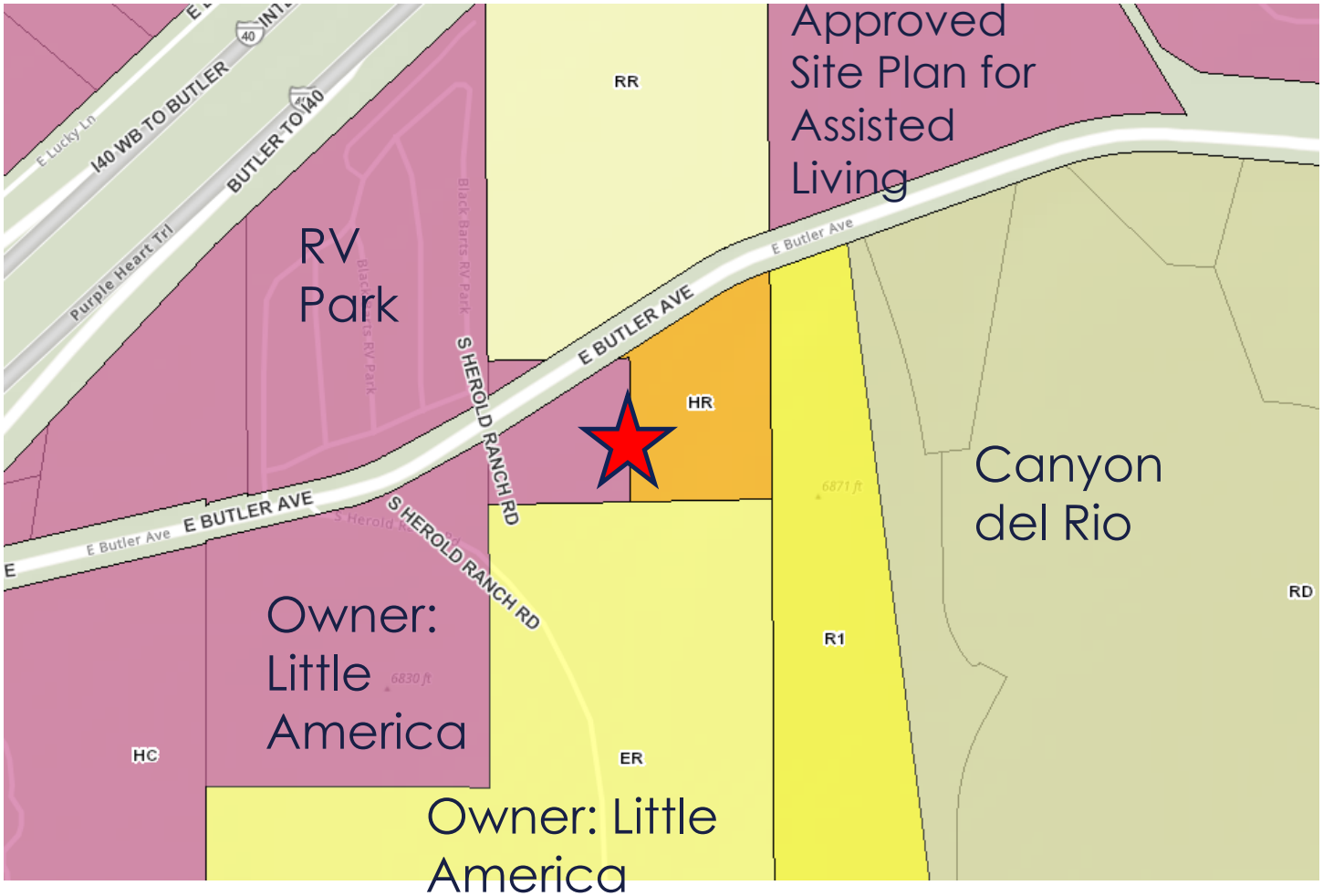








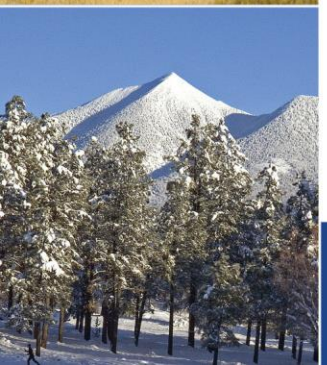
Vicinity Map with Zoning



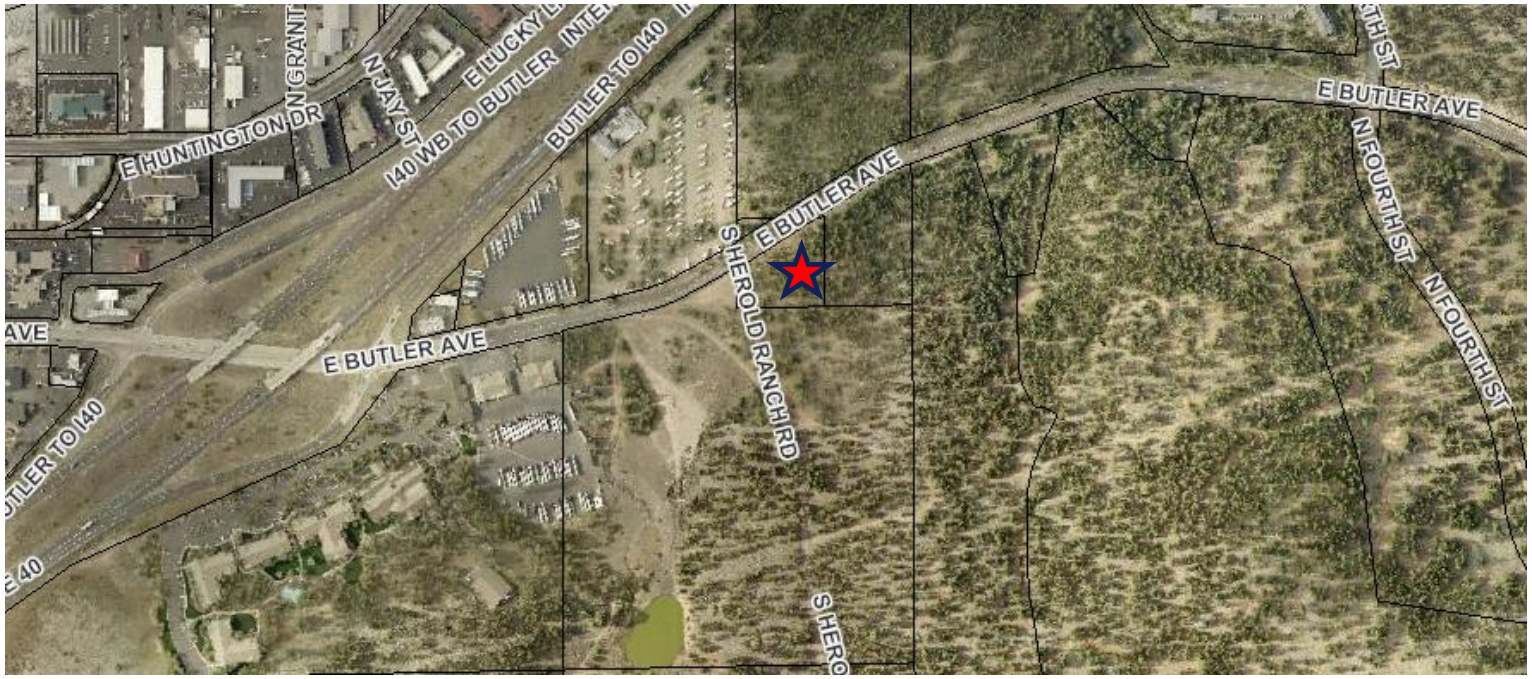

HOTEL
MONTE VISTA
BABBITT
BROTHERS
TRADERS
FLAGSTAFF
ARIZONA







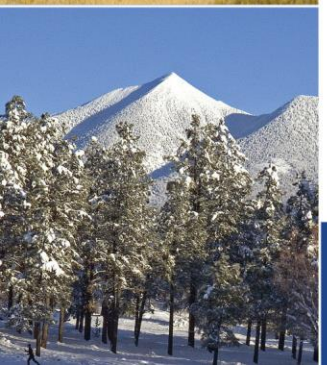
Aerial


E HUNTINGTON DR
N JAY ST
I40 WB TO BUTLER
BUTLER TO I40
E BUTLER AVE
E BUTLER AVE
S HEROLD RANCH RD
E BUTLER AVE
N FOURTH ST
N FOURTH ST
TLER TO I40
40

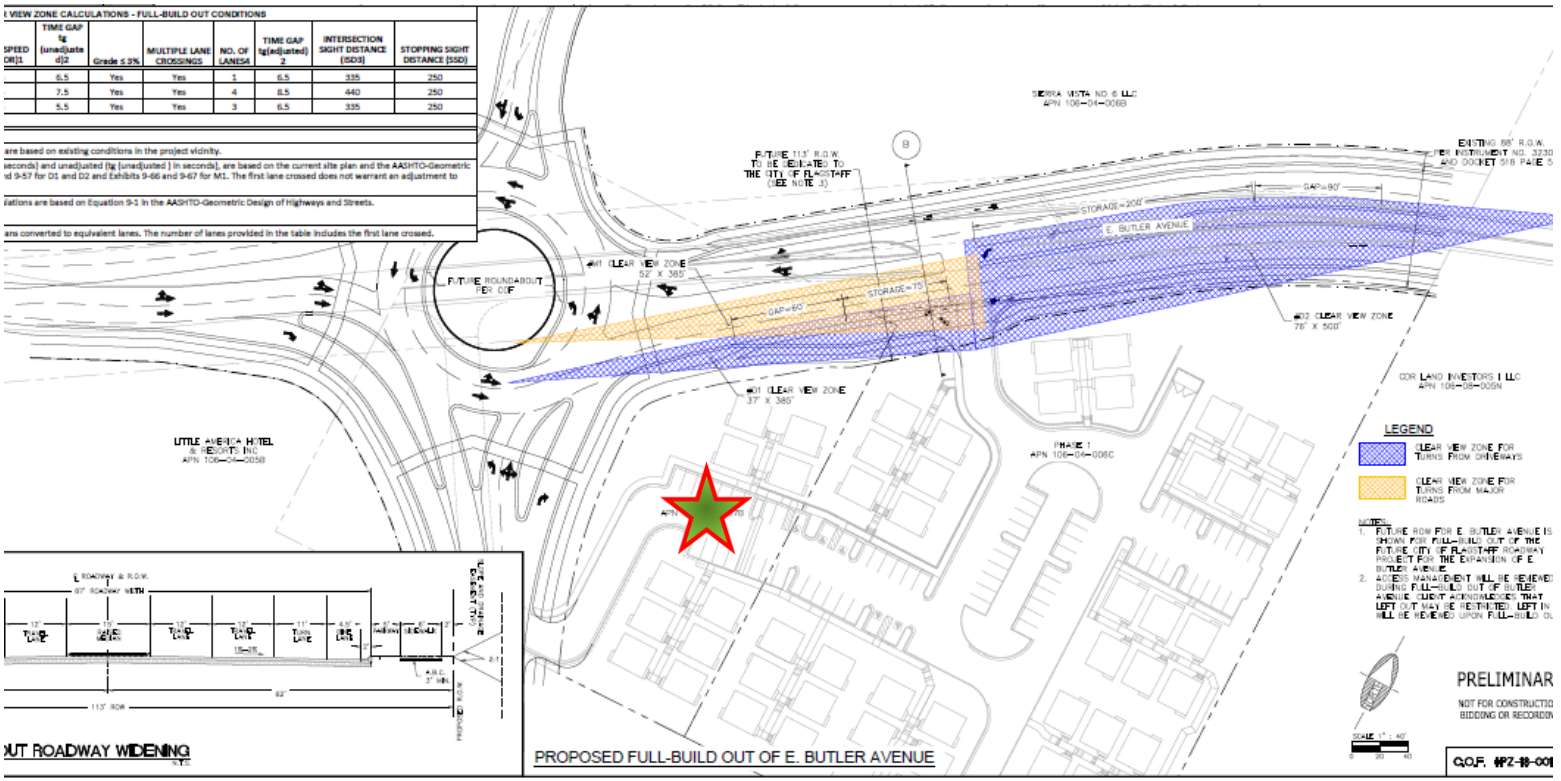








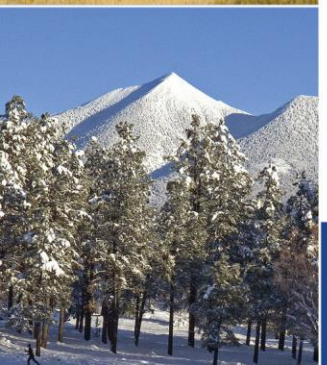
Proposed Full Buildout of Butler Ave & Roundabout











Development Process

On May 1, 2019, the Inter-Division Staff approved a site plan for 50 new detached apartment buildings, with the understanding that the apartment units would ultimately become individually owned through a condominium subdivision.

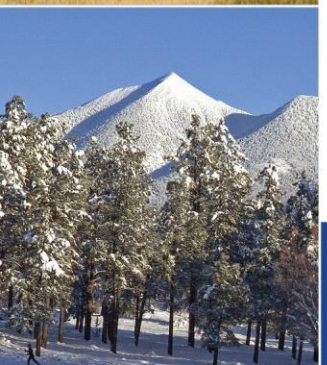
Detached condominiums look like single-family homes but the dwellings are individually owned. The open space areas, driveways, and parking areas are jointly owned and jointly maintained by a community association.

This preliminary plat application is the first step in approval of the condominium subdivision, which will be followed by civil engineering plan approvals and then final plat approval.

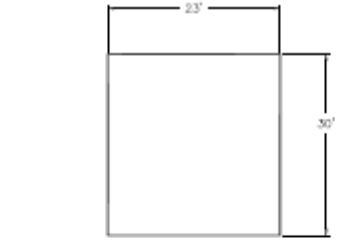








Preliminary Plat & Airspace



A TYPICAL LOT DIMENSIONS



B TYPICAL BUILDING ELEVATION



CITY OF FLAGSTAFF ARIZONA ESTABLISHED 1882

TEAM FLAGSTAFF

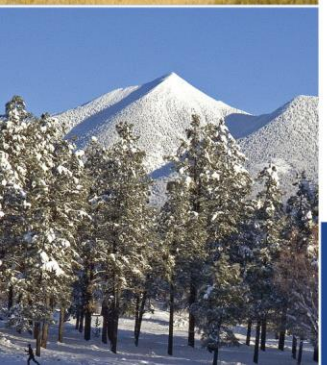
WE MAKE THE CITY BETTER

SERVICE CITY OF FLAGSTAFF SERVING OUR COMMUNITY









Brookfield Communities
Preliminary Plat Findings

Flagstaff Zoning Code: The proposed subdivision is in conformance with the HC and HR zones and the Resource Protection Overlay.

General Plans & Subdivisions Code: The proposed development has been reviewed and approved by city staff to meet all requirements of a condominium subdivision. The airspace defined for these particular units are slightly different than usual but are allowed.

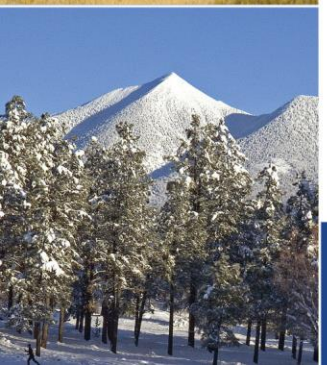
Engineering Design Standards and Specifications:

All engineering-related standards including utility easements and stormwater management have been reviewed and approved by city staff.









Systems Analysis

Access and Traffic

Access to the site is via a driveway on East Butler Avenue. In the future, the site will also have access via Herold Ranch Road. The developer is required to widen Butler Avenue to provide a left turn lane at the site driveway. When Butler Avenue is improved and the roundabout constructed, there will be parkways and sidewalks on both sides. Onsite there are pedestrian walkways from all bungalow units which are connected to pathways and the internal driveway within the development. No bicycle lanes currently exist on Butler Avenue. With the future widening of Butler Avenue, bicycle lanes will be provided on both sides of the street. Dedication of right-of-way along Butler Avenue will be completed prior to issuance of construction permits.

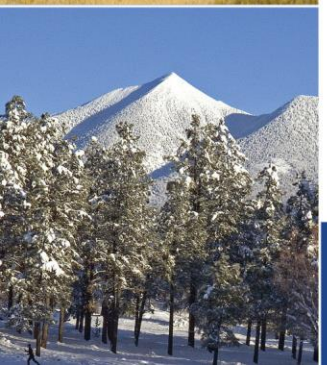
Water and Wastewater

The completion of Water & Sewer Impact Analysis was waived by the City. The developer has agreed to participate in offsite water improvements required to provide a secondary water source in order to meet City Engineering standards for public waterlines. The development's portion of this cost is calculated to be $35,606.20 for the combined project. Sewer will be provided by 6" sewer services that will discharge to the 8" sewer main located near the entrance of the site that connects to the existing 8" sewer main in E. Butler Avenue. Water service will be provided by 1.5" domestic water service lines that will connect to the proposed 8" water main loop. The water main loop will connect to the existing 24" water main in E. Butler Avenue. No new utility infrastructure is required for this development.









Systems Analysis

Stormwater

As part of the site plan application a preliminary drainage report was reviewed and approved by Stormwater to analyze the potential for damage to adjacent properties and downstream drainage capacity.

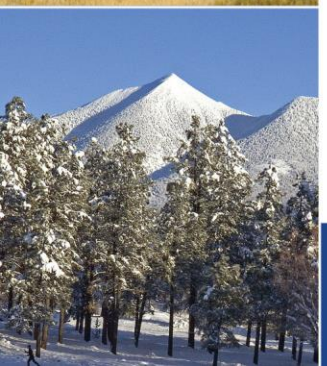
The site will be designed to provide positive drainage away from the proposed buildings and will not adversely affect the drainage characteristics of the adjacent offsite properties.

The project site currently drains to the north toward E. Butler Avenue, and ultimately discharges to Switzer Canyon Wash. The proposed drainage path will mimic the existing conditions.

The site will require both detention and LID to mitigate post-developed peak flow rates, as well as the increase in runoff volume.







Recommendation

Development Review staff approved the preliminary plat with conditions on May 1, 2019. Those conditions have been addressed.

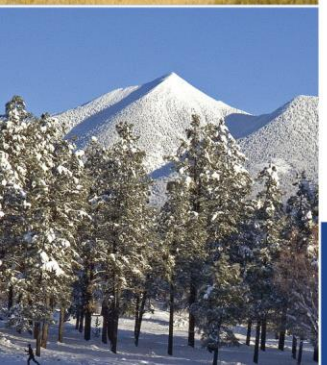
The Planning & Zoning Commission at their June 12, 2019 meeting, recommended (4-0) that the City Council approve the Preliminary Plat with no conditions, in accordance with the findings as addressed in the staff report to the Planning & Zoning Commission.

Note: The P&Z Commission on June 12th, also approved a Conditional Use Permit for the 10 proposed units on the HC-zoned parcel, to be developed as a Planned Residential Development





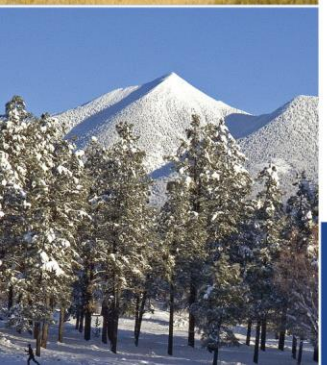




Additional Information if Needed on Planned Residential Developments







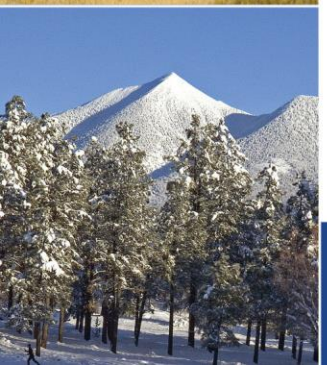
Planned Residential Developments

- The Planned Residential Development provides a mechanism to allow the building types (e.g. bungalow court) identified in the Zoning Code in the Non-Transect Zones and for achieving gross densities on undeveloped lands where substantial natural resources are present on site.
- Affordable housing developments may utilize PRD standards in any zone where residential uses are allowed (more flexibility).
- Site Plan review and approval is required for all building types that include 3 or more units (including the bungalow court). Inter-Division Staff approved on 5/1/19.

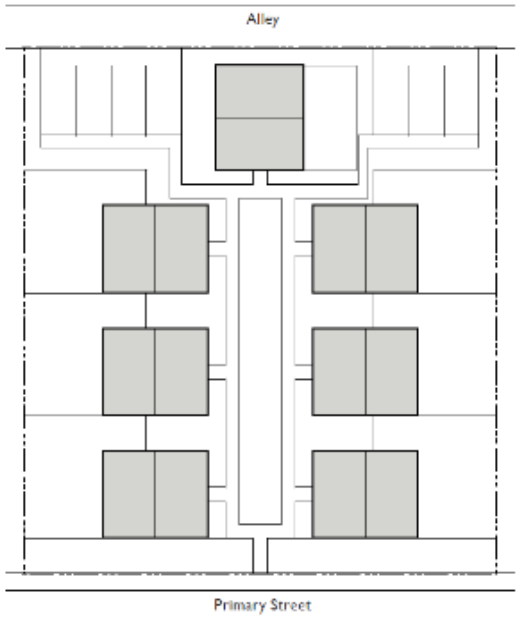








Bungalow Court Standards

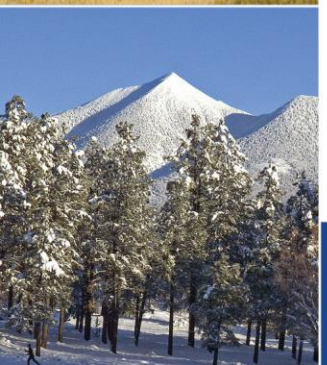


- The proposed units comply with all of the B.C. standards
- Multiple bungalow courts may be configured on a larger lot as long as they meet the remaining standards
- The main entrance locations are from a public courtyard
- The long axis of the courtyard is open to the "Street"; in this case the project driveway

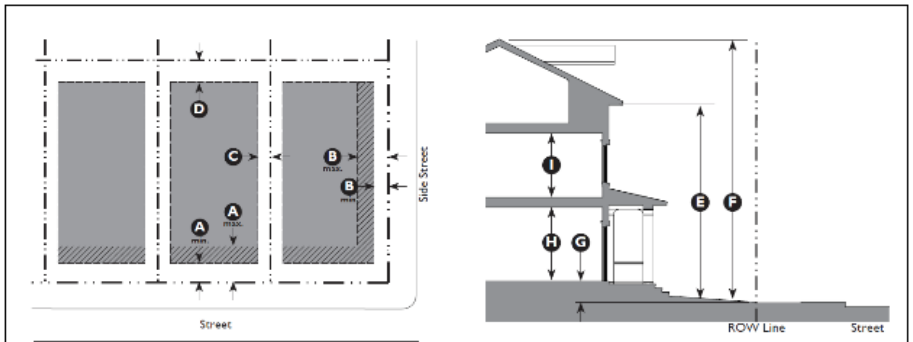








T4N.2 Standards



D. Building Placement			E. Building Form[3]		
Setback (Distance from ROW/Property Line)			**Height**		
Principal Building			Principal Building		
Front[1]	5' min.; 12' max.	A	Stories	4 stories max.	
Front Facade within Facade Zone	50% min.		To Eave/Parapet	40' max	E
Side Street/Civic Space	10' min.; 15' max.	B	Overall	52' max.	F
Side[2]	3' min	C			
Rear	3' min.	D			

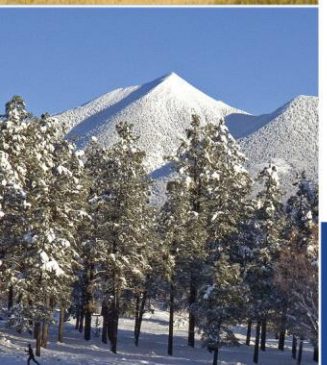
Lot Coverage: 80% max. (29% proposed)

- The proposed units meet the setback, height and lot coverage standards of the T4N.2 transect zone

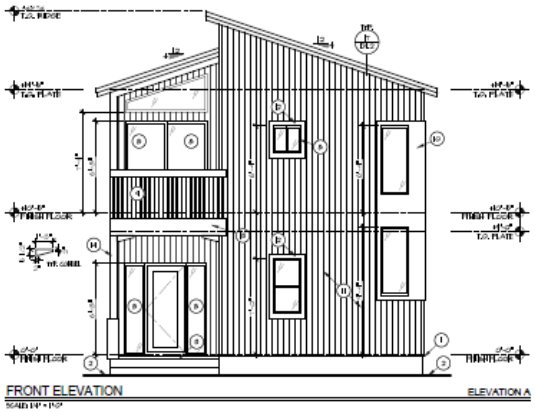


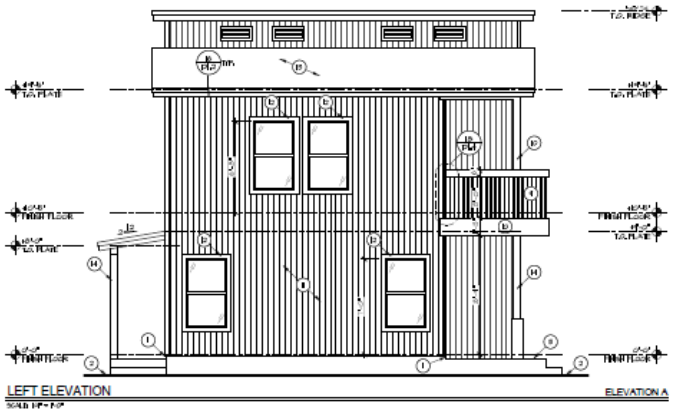


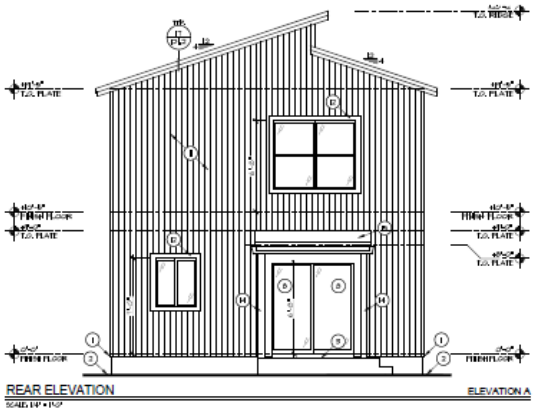


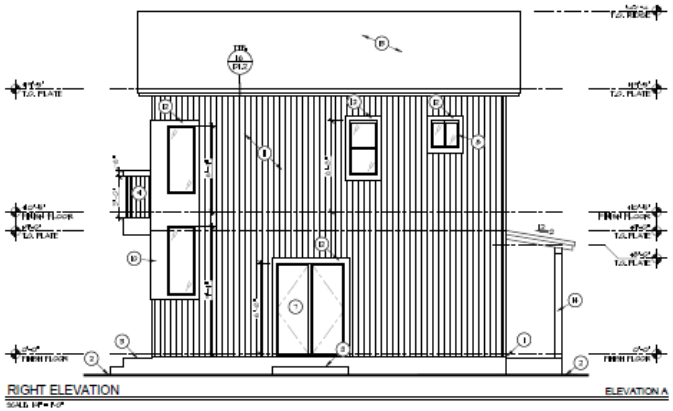


Bungalow Elevations





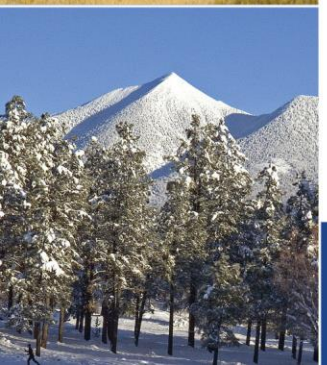




There are two basic elevation types: A & B. This is A.







Parking Standards

- A Planned Residential Development uses standard Residential parking standards
- Parking space requirements were calculated for the combined project (10 +40) which is 50 units.

Market Rate (45 units) x 2.25 = 101.25
Affordable (5 units) x 1.5 = 7.5
TOTAL 108.75 x 20% = (21.75) Maximum reduction

Starting with 109 required spaces, and applying a 20% reduction results in a min. requirement of **87 spaces**; **90 spaces are proposed**.

Proximity to transit (1/4 mile of bus stop): 10% reduction
Site layout to protect forest resources: 5%
Bicycle parking: 5%

End of Preliminary Plat Presentation

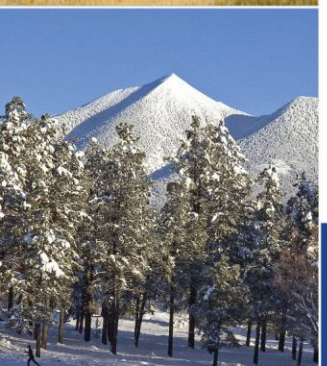
Development Agreement between City of Flagstaff and McGrath Real Estate Partners Resolution No. 2019-36

July 2, 2019

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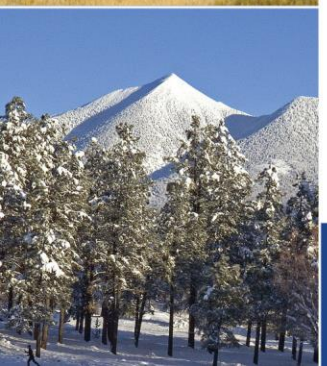


Key Points of Development Agreement

- Developer shall **widen Butler Avenue**, as shown on the Preliminary Plat, to provide a left-turn lane at the Site driveway
- Additionally, Developer shall **pay cash-in-lieu ($99,653.00)** for constructing future curb/gutter, sidewalk, street lights, street trees, and right-turn lane at Butler driveway
- Developer will make a total **cash-in-lieu contribution of $35,606.20** for the combined project; this is the Developer's portion of the off-site improvement **costs of the required secondary water source**





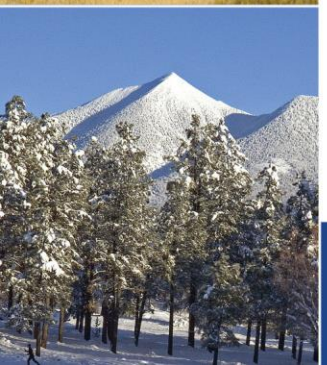


Key Points of Development Agreement

- City will grant a **temporary access easement** across the remaining portion of the City parcel after the City parcel is acquired
- Developer will provide **5 permanently affordable housing units**; to be constructed and offered for sale within 5 years from the date the property is sold
- The **term of the affordable housing** agreement lasts up to and until all affordable units have been sold to qualified buyers (can exceed the overall D.A. term)
- The **term of the overall D.A.** is 10 years







Development Agreement Exhibits

Exhibit "A" Legal Description of Property
Exhibit "B" Preliminary Plat
Exhibit "C" Easement
Exhibit "D" Roadway Contributions

End of Development Agreement Presentation

15. H.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Heidi Hansen, Economic Vitality Director
Co-Submitter:	Christina Rubalcava
Date:	06/26/2019
Meeting Date:	07/02/2019

TITLE:

Consideration and Approval of Contract: An agreement with the Flagstaff Downtown Business Alliance (FDBA), Coconino County and Northern Arizona Intergovernmental Public Transit Authority (NAIPTA) to hire consulting services for a Downtown Vision and Action Plan. ***(Downtown Vision)***

STAFF RECOMMENDED ACTION:

Approve the Agreement with the FBDA, Coconino County and NAIPTA to initiate a competitive process for the selection of a qualified professional consultant with demonstrated expertise and experience in the industry of Downtown Management. This agreement will aid in the creation of a Vision and Action Plan through a collaborative process for Downtown Flagstaff.

Executive Summary:

The partnering agencies seek to hire a qualified consultant to create a Vision and Action Plan through a collaborative process for Downtown Flagstaff. Focus areas for the Vision and Action Plan include, but are not limited to, zoning impacts on land use and development opportunities; potential redevelopment and the desired built environment; historic preservation priorities and standards; local business development and support; economic development opportunities; parking, public infrastructure, transportation and connectivity; and the addition and activation of civic/community spaces. The development of the Vision and Action Plan is intended to take between 12 and 18 months to complete, managed by an Advisory Committee made up of representatives from each of the partnering agencies.

The Vision and Action Plan for Downtown Flagstaff is intended to provide guidance and implementation strategies for changing conditions within the downtown related to land use, economic development, and transportation. The geographic study area will include Butler Avenue to the south, Dale Avenue to the north, Elden Street to the east and Milton Road/Sitgreaves Street to the west. These boundaries may change based on public input received during the process.

Agreement and PowerPoint presentation attached

Financial Impact:

The proposed partnership funding is as follows:

- City of Flagstaff - 61.5%, not to exceed $80,000 (BBB/Economic Development and Tourism are splitting the cost)
- Coconino County - 15.5%, not to exceed $20,000
- Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) - 15.5%, not to exceed $20,000
- Flagstaff Downtown Business Alliance (FDBA) - 7.5%, not to exceed $10,000 plus project management services provided in lieu of additional cash payment

Policy Impact:

The Downtown Vision and Action Plan is intended to provide desired outcomes for the Downtown area as well as provide implementation strategies to achieve those outcomes. The Plan will not be adopted as official policy but will be used to advise future policy decisions including changes to the Flagstaff Regional Plan and Zoning Code.

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.
Transportation and Other Public Infrastructure: Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.
Community Outreach: Enhance public transparency and accessibility.

Team Flagstaff Strategic Plan

Strategic priority #3: Foster a resilient and economically prosperous city
Strategic priority #4: Work in partnership to enhance a safe and livable community

Flagstaff Regional Plan 2030

The Regional Plan includes a dedicated goals and policies focused on enhancing the Downtown area as well as calling it out as a special and unique location for Flagstaff. The following are the primary goals within the Regional Plan that focus specifically on the Downtown that are relevant to this project:

Goal LU.11. Prioritize the continual reinvigoration of downtown Flagstaff, whose strategic location, walkable blocks, and historic buildings will continue to be a vibrant destination for all.
Goal LU.12. Accommodate pedestrians, bicyclists, transit riders, and private cars to supplement downtown's status as the best-served and most accessible location in the region.
Goal NH.2. Look to downtown Flagstaff as the primary focal point of the community character.

Has There Been Previous Council Decision on This:

No

Background/History:

Downtown Flagstaff history has existed for hundreds of years where historic red brick buildings, stores, and landmarks have stood for decades. Downtown is an active spot with an abundance of shops, galleries, clothing stores, adventure outfitters, restaurants, and lively nightlife.

Downtown is a desired destination that attracts residents and visitors alike. However, there is a critical need for a unified vision to help shape and influence the future of Downtown. Development is imminent. Opportunities exist for catalytic projects that will impact Downtown for decades. Without this collaborative effort, projects will continue to happen piecemeal, impacting Downtown's vibrancy, economic vitality, and

the character that make Downtown special.

Engaging a downtown management expert to lead a 1-7 year visioning effort has not been done before for Downtown Flagstaff. Research shows that downtowns across the country use similar processes to craft policies that impact their downtowns help result in a unified vision. It is a best practice utilized by hundreds of downtown organizations and their key partners. While this Scope of Work is unique to Flagstaff and was developed with input from all funding partners, more than 15 cities were studied to better understand the expertise, deliverables, timelines, processes, and more.

Key Considerations:

The Flagstaff Downtown Business Alliance (FDBA) is a nonprofit organization dedicated to the preservation and promotion of Historic Downtown Flagstaff. FDBA sponsors free family events to encourage visitation to our downtown businesses. Through these activities, they add to the economic viability of the area and the community in general. FDBA also advocates for essential business issues, providing education to the public and a strong voice to our City regarding the health of our economy.

FDBA understands the desires of the downtown business community and plays a key role in deciding the future of our downtown for the good of our residents and visitors. The FDBA also receives fees from the Flagstaff Downtown Business Improvement and Revitalization District to provide services that enhance downtown. Utilizing this organization to lead the Downtown Vision and Action Plan, along with a consultant, will help ensure that we are planning for downtown's future and long term sustainability and growth.

Expanded Financial Considerations:

none

Community Benefits and Considerations:

Key benefits and considerations for having a Downtown Vision and Action Plan include having short, mid, and long term goals for downtown Flagstaff that include the physical environment, land use and historic preservation, local business, economic and development opportunities, parking, transportation & connectivity, and more.

Community Involvement:

Public Involvement will include:
FDBA/consultant will engage key stakeholders including, but not limited to leadership and staff from the City of Flagstaff, Coconino County, and NAIPTA

FDBA/consultant will lead a robust and broad community engagement process that includes a variety of formats, including, but not limited to, one-on-one, small group, larger open house forums, and online surveys.

FDBA/consultant will facilitate a conversation with Southside neighborhood leaders, business owners, and property owners to determine interest and provide recommended actions to form a Business Improvement and Revitalization District.

Expanded Options and Alternatives:

none

Attachments: Presentation
Agreement
Exhibit A

Downtown Vision & Action Plan Partnership Agreement

July 2, 2019

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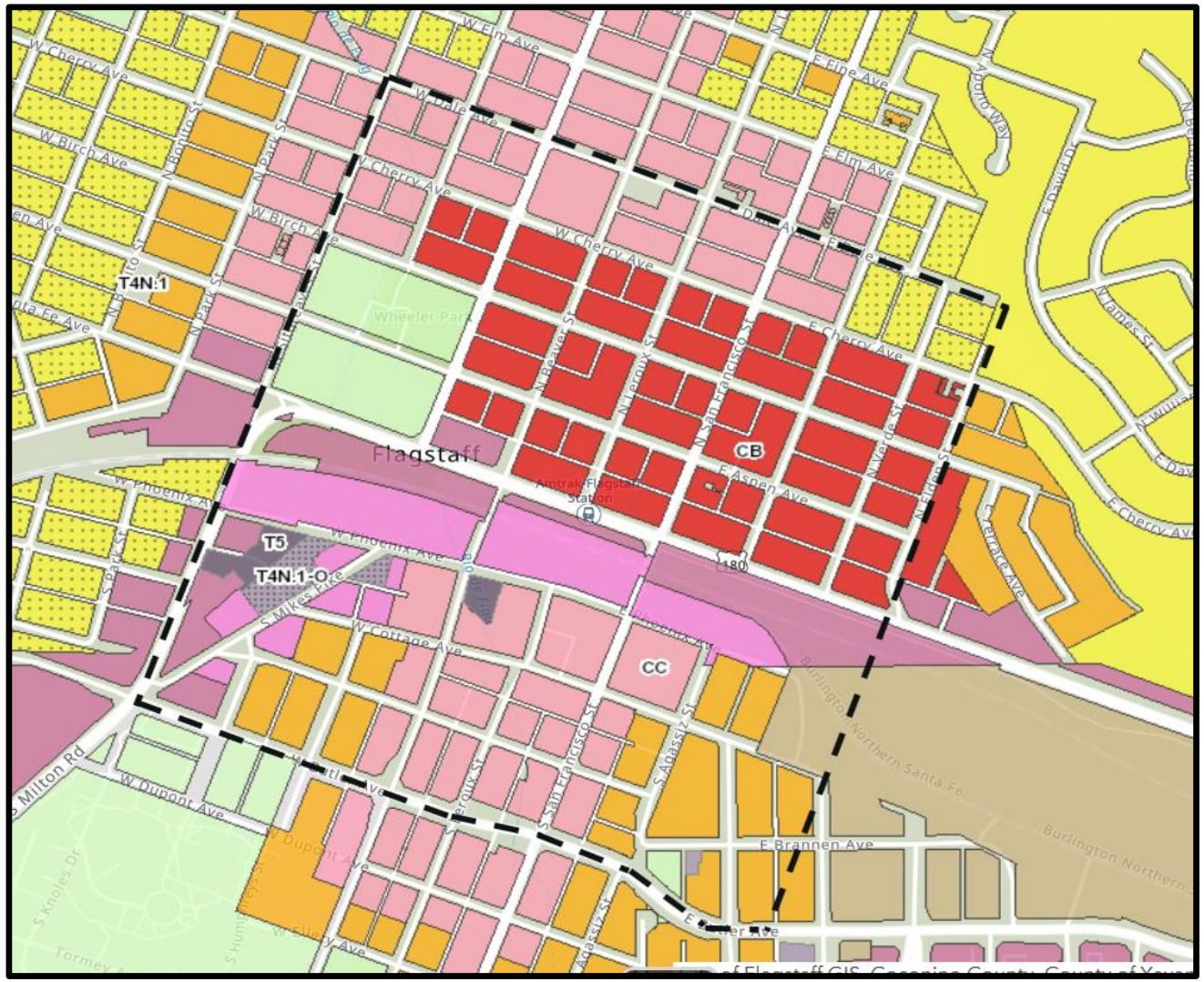
Project Objective

- Create a vision through a collaborative process for Downtown Flagstaff
- Develop implementation strategies to support vision
- Areas of interest:
  - Zoning impacts on land use and development opportunities;
  - Potential for redevelopment and desired built environments;
  - Historic preservation priorities and standards;
  - Local business development and support
  - Economic development opportunities;
  - Parking, public infrastructure, transportation and connectivity;
  - Addition and activation of civic/community spaces

Partners & Funding Availability

- Flagstaff Downtown Business Alliance (FDBA) 7.5% – not to exceed $10,000 plus project management services
- City of Flagstaff 61.5%– not to exceed $80,000
- Coconino County 15.5% – not to exceed $20,000
- Northern Arizona Intergovernmental Public Transit Authority (NAIPTA) 15.5% – not to exceed $20,000

Study Area



Butler Avenue to the South
Dale Avenue to the North
Elden Street to the East
Milton Road/Sitgreaves Street to the West

Consultant Services

- Public Involvement
- Documentation, Plan, Policy, and Ordinance Review and Analysis
- Market Analysis
- Built Environment, Land Use and Development Standards
  - Including opportunities for the redevelopment of the existing City Court facilities
- Parking, Public Infrastructure, Transportation & Connectivity
- Implementation Strategies

Downtown Vision & Action Plan Partnership Agreement

Questions?

AGREEMENT for the Development of the Downtown Vision and Action Plan

Between

Coconino County,
A Political Subdivision of the State of Arizona

And

City of Flagstaff,
An Arizona Municipal Corporation

And

Northern Arizona Intergovernmental Public Transportation Authority,
A Political Subdivision of the State of Arizona

And

Flagstaff Downtown Business Alliance,
An Arizona Nonprofit Corporation

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Recitals:

A. **Whereas**, Coconino County, the City of Flagstaff, Northern Arizona Intergovernmental Public Transportation Authority ("NAIPTA"), and the Flagstaff Downtown Business Alliance ("FDBA"), collectively "the Parties," have a collective and substantial interest in the existing and future development of Downtown Flagstaff; and

B. **Whereas**, Downtown Flagstaff has existed many years with historic red brick buildings, stores, and landmarks, and is an active spot with an abundance of shops, galleries, clothing stores, adventure outfitters, restaurants, and lively nightlife; and

C. **Whereas**, Downtown Flagstaff is a desired destination that attracts residents and visitors alike, and there is a critical need for a unified vision to help shape and influence the future of Downtown Flagstaff in a considered manner to enhance Downtown Flagstaff's vibrancy, economic vitality, and the character that make Downtown Flagstaff special; and

D. **Whereas**, A.R.S. § 11-254 authorizes Coconino County to appropriate funds for the purpose of economic development within the county which the County

determines is for the benefit of the public; and

E. **Whereas**, Coconino County finds that Downtown Flagstaff is an economic hub for the County and this agreement furthers development prospects for job creation, retention, and commerce that will benefit the residents of the county; and

F. **Whereas**, engaging a downtown management expert to lead a one- to seven-year visioning effort has not been done before for Downtown Flagstaff, but research shows that downtowns across the country that use similar processes to craft policies that impact their downtowns help result in a unified vision; and

G. **Whereas**, the Parties seek to utilize a qualified consultant to create a Vision and Action Plan through a collaborative process for Downtown Flagstaff with a focus on zoning impacts on land use and development opportunities; potential redevelopment and the desired built environment; historic preservation priorities and standards; local business development and support; economic development opportunities; parking, public infrastructure, transportation and connectivity; and the addition and activation of civic/community spaces; and

H. **Whereas**, the Vision and Action Plan for Downtown Flagstaff is intended to provide guidance and implementation strategies for changing conditions within the downtown related to land use, economic development, and transportation within the general area of Butler Avenue to the south, Dale Avenue to the north, Elden Street to the east, and Milton Road/Sitgreaves Street to the west; and

I. **Whereas**, the Parties desire to memorialize their respective responsibilities for the development and shared cost of the Downtown Vision and Action Plan.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. **Project Objectives** - The FDBA will lead a competitive process utilizing the City of Flagstaff procurement rules to select a qualified professional consultant with demonstrated expertise and experience in downtown management to create a vision through a collaborative process for Downtown Flagstaff including implementation strategies to support the vision. Areas of interest include: zoning impacts on land use and development opportunities; potential for redevelopment and desired built environment; historic preservation priorities and standards; local business development and support; economic development opportunities; parking, public infrastructure, transportation, and connectivity; and addition and activation of civic/community spaces. The FDBA will enter into a contract with the qualified professional consultant for the provision of services in accordance with this Agreement and the Scope of Work attached hereto as Exhibit A.

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2. **Study Area** - The geographic area of review shall be Butler Avenue to the south, Dale Avenue to the north, Elden Street to the east, and Milton Road/Sitgreaves Street to the west. These boundaries may change based on public input received during the process. This project also considers potential Bus Rapid Transit lines which may extend the area of review north towards Flagstaff Medical Center.

3. **Downtown Vision Advisory Committee** - Designated City, County, and NAIPTA staff shall serve on an Advisory Committee and participate throughout the entire process, including consultant selection, community meetings, etc. Additional staff from the Parties may participate as desired. It is anticipated that the Advisory Committee will meet monthly, unless Committee members agree meeting more or less frequently is advantageous to the project.

4. **Status Reports** - FDBA and the selected consultant will provide written updates to City, County, and NAIPTA leadership at the beginning of the process, at key milestones, when direction is needed, and when a draft final report has been issued. FDBA in conjunction with the consultant will provide in-person updates at City Council and County Board of Supervisor meetings as requested.

5. **Project Management** - FDBA is responsible for procuring, in accordance with the City of Flagstaff procurement rules, and contracting with a qualified professional consultant to deliver the services set forth in this Agreement. FDBA will be primarily responsible for managing the consulting contract and ensuring that the project deliverables are met.

6. **Funding Contributions** – FDBA will invoice the City, the County, and NAIPTA for their respective contributions once the consulting contract is awarded and final contract amount is determined, in accordance with the following percentages:

   City - 61.5%, not to exceed $80,000
   County - 15.5%, not to exceed $20,000
   NAIPTA - 15.5%, not to exceed $20,000
   FDBA – 7.5%, not to exceed $10,000 and project management services provided in lieu of additional cash payment

   In the event that the cost of the consulting contract exceeds $150,000, FDBA has the right to cancel this Agreement upon 30 days written notice prior to execution of the consulting contract.

7. **Effective Date** –This Agreement shall be effective on the date it has been executed by the final party to sign below.

8. **Term** –This Agreement shall be recorded in the official records of Coconino County, Arizona, as soon as possible, but in any event within ten days of execution, shall be effective as of the date it is recorded, and shall continue in force and effect for a period of eighteen (18) months, with the option to renew for

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an additional three (3) months with written approval from each party. This Agreement can be terminated for convenience by any party with 90-days written notice. In addition, this Agreement may be terminated by any of the Parties without penalty or further obligation, in accordance with the provisions of A.R.S. § 38-511.

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

10. **Notices** - All notices to be given by one party to the other shall be in writing and sent by registered mail or hand delivered to each as follows:

    Coconino County
    Clerk of the Board
    219 East Cherry Ave.
    Flagstaff, AZ 86001

    City of Flagstaff
    Economic Vitality Director
    211 West Aspen Ave.
    Flagstaff, AZ 86001-5399

    NAIPTA
    Administrative Director
    3773 N. Kaspar Drive
    Flagstaff, AZ 86004

    FDBA
    Executive Director
    120 N. Beaver Street, Suite 120
    Flagstaff, AZ 86001

11. **Amendment** - All amendments to this agreement must be in writing, approved by necessary governing bodies, and signed by duly authorized representatives of all Parties.

12. **Authority** - Each party warrants that it has authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Agreement.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date set forth below.

COCONINO COUNTY:

By _____
James Jayne
County Manager

Date _____

Approved as to Form:

By _____
Deputy County Attorney

CITY OF FLAGSTAFF:

By _____
Coral Evans
Mayor

Date _____

ATTEST:

By _____
Stacy Saltzburg
City Clerk

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Approved as to Form:

By _____
City Attorney

NAIPTA

By _____
Erika Mazza
Chief Executive Officer and General Manager

Date _____

Approved as to Form:

By _____
NAIPTA General Counsel

FDBA

By _____
Terry Madeksza
Executive Director

Date _____

Approved as to Form:

By _____

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EXHIBIT "A"

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EXHIBIT A

DOWNTOWN VISION AND ACTION PLAN
CONSULTANT SCOPE OF WORK

PROJECT OBJECTIVES
The selected qualified professional consultant will create a vision through a collaborative process for Downtown Flagstaff including implementation strategies to support the vision. Areas of interest include: zoning impacts on land use and development opportunities; potential for redevelopment and desired built environment; historic preservation priorities and standards; local business development and support; economic development opportunities; parking, public infrastructure, transportation, and connectivity; and addition and activation of civic/community spaces.

STUDY AREA
The geographic area of review shall be Butler Avenue to the south, Dale Avenue to the north, Elden Street to the east, and Milton Road/Sitgreaves Street to the west. These boundaries may change based on public input received during the process. This project also considers potential Bus Rapid Transit lines which may extend the area of review north towards Flagstaff Medical Center. The Study Area may be modified by the Downtown Vision Advisory Committee.

SCOPE OF SERVICES
The consultant will provide services including, but is not limited to, the following:

Public Involvement

- Engage key stakeholders including, but not limited to, leadership and staff from the City of Flagstaff, Coconino County, NAIPTA, and the FDBA. These key stakeholders will form the Downtown Vision Advisory Committee who will assist the consultant with identification of other key stakeholders within the study area.
- Develop a robust and broad community engagement process through a public outreach plan to be approved by the Downtown Vision Advisory Committee, which includes representatives from City of Flagstaff, Coconino County, NAIPTA, and the FDBA. Outreach efforts will be managed by the consultant, and should incorporate a variety of formats, including, but not limited to, one-on-one, small group, larger open house forums, and on-line surveys.
- Facilitate conversation with Southside neighborhood leaders, business owners, and property owners within the study area to determine interest and provide recommended actions to form a Business Improvement and Revitalization District.
- The public involvement period should not exceed a 12-month timeframe.

Documentation, Plan, Policy, and Ordinance Review and Analysis
Analyze and understand existing documents, plans, policies, and ordinances, including:

- Flagstaff Downtown Business Improvement and Revitalization District Enabling Legislation, MOU with the City of Flagstaff, and Management Services Contract with the Flagstaff Downtown Business Alliance
- 2030 Flagstaff Regional Plan
- Flagstaff Zoning Code
- Downtown Historic Overlay District Design Standards
- 2017 NAIPTA Five Year Transit Plan
- Draft Milton Corridor Study documents
- Draft Southside Neighborhood Plan implementation goals and policies
- 2040 Regional Transportation Plan
- 2017 Comprehensive Parking Management Program
- 2009 Parking Study
- High Occupancy Housing Plan
- Climate Action and Adaptation Plan
- Downtown Area Plan Improvements (1993)
- Rio de Flag Flood Control Project
- Any other documentation relevant to the scope of the Downtown Vision

Market Analysis

- Complete a market assessment that documents existing economic conditions and identifies trends and opportunities for 1-2 years (short-term), 3-5 years (mid-term), and 5-7 years (longer-term).
- Identify key development sites and catalytic opportunities, including the future redevelopment of the City Court facilities located at Beaver Street and Route 66, and County-owned property at three corners of Agassiz Street and Cherry Avenue.
- Perform an analysis of and present a proposal for the appropriate and sustainable mix of office, retail, residential, hospitality, events, and other uses.
- Identify any market gaps.
- Make recommendations for how Downtown can continue to prosper while retaining what makes Downtown special.

Built Environment, Land Use, and Development Standards

- Evaluate how the community values and vision for the Downtown correlate with existing zoning regulations regarding building height, density, and intensity. Identify strategies for aligning existing regulations with the Downtown Vision.
- Make recommendations to protect blocks and buildings where historic preservation is a priority. Identify strategies for improving existing historic preservation requirements.
- Develop strategies related to the management of food trucks, mobile vending, sidewalk vending, and private business enterprises within the public right-of-way.
- Identify opportunities for public space activation, including consideration of alleyways, public art, and temporary street closures.

Parking, Public Infrastructure, Transportation, and Connectivity

- Conduct an assessment of public infrastructure needs and priorities, including mobility/accessibility, connectivity, and best practices that connect people, bikes, transit, and cars to destinations.
- Analyze the adequacy and requirements and develop strategies for private, public, and employee parking and their impacts on development opportunities (residential and commercial). Analyze the appropriateness of existing parking reduction incentives and form based code parking requirements. Make recommendations for future parking and implementation of an "in lieu" parking program to support new development.
- Recommend multimodal opportunities and future multimodal parking.
- Identify enhancement opportunities and economic development potential for properties adjacent to the new/proposed Downtown Connections Center. Also provide recommendations to create a stronger connection between the north side of Downtown and the proposed Downtown Connections Center.
- Identify enhancement opportunities and economic development potential around the proposed Bus Rapid Transit line (Milton through Downtown to the Flagstaff Medical Center).
- Identify the impacts of BNSF on Downtown connectivity and explore strategies to manage those impacts.

Implementation Strategy

- Create an implementation plan to guide the next era of investment in Downtown, including detailed short-term initiatives, plans to activate underutilized spaces, and recommendations to activate civic assets to their highest and best use.
- Provide specific strategies and actions, including timelines, budgetary implications, and the establishment of a framework for implementing and monitoring the new plan over a 3-7 year timeframe, with emphasis on what can be accomplished in the next 18-24 months.
- Facilitate leadership jointly with the Downtown Vision Advisory Committee and the FDBA Board of Directors, to include a workshop at both the beginning and end of the planning process, ensuring consensus, and that organizational priorities and actions fit within the Downtown Visioning process.

DOWNTOWN VISION ADVISORY COMMITTEE

Collaborate with the Downtown Vision Advisory Committee and participate in Committee meetings, as requested. Receive and implement input and direction from the Downtown Vision Advisory Committee. Provide updates to the Downtown Vision Advisory Committee as requested.

STATUS REPORTS

Provide written updates to City, County, and NAIPTA leadership at the beginning of the process, at key milestones, when direction is needed, and when a draft final report has been issued. Provide in-person updates at City Council and County Board of Supervisor meetings as requested.

TERM

The consultant will have twelve (12) months to complete the work.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	06/26/2019
Meeting Date:	07/02/2019

TITLE:

Consideration and Approval: Calling a Special Meeting for August 27, 2019 and canceling the Work Session.

STAFF RECOMMENDED ACTION:

1) Cancel the August 20, 2019 Regular Meeting.
2) Cancel the August 27, 2019 Work Session.
3) Call a Special Meeting for August 27, 2019.

Executive Summary:

The City Charter requires the Council to meet at least one time per month. The City Council Rules of Procedure prescribe that the City Council shall hold a Regular Meeting on the third Tuesday of August unless a majority of the Council decides to postpone or cancel the meeting.

The third Tuesday in August is August 20, 2019 and coincides with the 2019 Arizona League of Cities and Towns Annual Conference and a number of Councilmembers and staff are planning to attend. To allow attendance and to fulfill the requirement to hold a meeting in August, staff is recommending that the Regular Meeting of August 20, 2019 be canceled and a Special Meeting be held on August 27, 2019 in place of the regularly scheduled Work Session.

Flagstaff City Charter Article II, Section 12 - COUNCIL MEETINGS

The Council shall meet regularly at such times and at such places as shall be prescribed by its rules, but not less frequently than once each month. All meetings of the Council shall be open to the public. No change shall be made in regular meeting times or place without a published seven?day notice.

City Council Rules of Procedure Rule 3.01 - Regular Meetings

The City Council shall hold regular meetings on the first and third Tuesday of January, February, March, April, May, June, September, October, November, and December, and on the first Tuesday of July and third Tuesday of August unless a majority of the Council decides to postpone or cancel such meeting. No change shall be made in regular meeting times or place without a published seven day notice.

Financial Impact:

None.

Policy Impact:
None.

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

Previous Council Decision on This:
None

Attachments:

17. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	06/26/2019
Meeting Date:	07/02/2019

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Whelan to place on a future agenda a discussion to review and assess the current Fleet Policy.

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 Whelan 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: