

ATTENTION

IN-PERSON AUDIENCES AT CITY COUNCIL MEETINGS HAVE BEEN SUSPENDED UNTIL FURTHER NOTICE

PARTICIPATION FOR PUBLIC HEARING ITEMS WILL BE PERMITTED BY PHONE, PLEASE SEE INSTRUCTIONS IN THE PUBLIC HEARING SECTION OF THE AGENDA

The meetings will continue to be live streamed on the city's website (<https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings>)

The public can submit comments that will be read at the dais by a staff member to publiccomment@flagstaffaz.gov.

**REGULAR COUNCIL MEETING
TUESDAY
MAY 5, 2020**

**STAFF CONFERENCE ROOM
SECOND FLOOR - CITY HALL
211 WEST ASPEN AVENUE
3:00 P.M.**

AGENDA

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

MAYOR EVANS

VICE MAYOR SHIMONI

COUNCILMEMBER ASLAN

COUNCILMEMBER MCCARTHY

COUNCILMEMBER ODEGAARD

COUNCILMEMBER SALAS

COUNCILMEMBER WHELAN

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

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

4. **PUBLIC PARTICIPATION**

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

5. **PROCLAMATIONS AND RECOGNITIONS**

- A. **Proclamation:** Economic Development Week
- B. **Proclamation:** National Tourism Week
- C. **Proclamation:** National Police Week

6. **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 Appointment:** Sustainability Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring October 2021.

- B. **Consideration of Appointments:** Industrial Development Authority

STAFF RECOMMENDED ACTION:

Make one appointment to a term that expires April 2024.
Make one appointment to a term that expires April 2025.
Make one appointment to a term that expires April 2026.

7. **CONSENT ITEMS**

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

- A. **Consideration and Approval of Contract:** Waterline Reimbursement for Northern Arizona Healthcare

STAFF RECOMMENDED ACTION:

- (1) Approve the agreement with Northern Arizona Healthcare; and
- (2) Authorize the City Manager to execute the necessary documents

8. PUBLIC HEARING ITEMS

IF YOU WISH TO PROVIDE PUBLIC COMMENT ON THE FOLLOWING ITEM PLEASE EMAIL PUBLI COMMENT@FLAGSTAFFAZ.GOV WITH YOUR NAME, ITEM NUMBER, AND PHONE NUMBER. STAFF WILL CONTACT YOU VIA PHONE TO PROVIDE YOUR COMMENTS TO COUNCIL AND THE PUBLIC, AT WHICH TIME COUNCIL MAY ASK YOU QUESTIONS IF COUNCIL DESIRES .

- A. Consideration and Action on Liquor License Application:** Steven Grubart "Lumberjax," 409 S. San Francisco Street, Series 12 (restaurant), New License.

STAFF RECOMMENDED ACTION:

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

The City Council has the option to:

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

9. ROUTINE ITEMS

- A. Consideration and Approval of a Construction Manager at Risk (CMAR) Construction Services Agreement:** to Eagle Mountain Construction in the amount of \$6,588,283.00 for the Coconino Estates Improvements Phase I South Project.

STAFF RECOMMENDED ACTION:

1. Approve the CMAR Construction Services Agreement with Eagle Mountain Construction Inc. for a Guaranteed Maximum Price of \$6,439,394.00 with a contract duration period of 900-calendar days; and
2. Approve an Owner's Contingency of \$148,889.00, which is approximately 2.3% of the Guaranteed Maximum Price.
3. Authorize the City Manager to execute the necessary documents.

- B. Consideration and Adoption of Resolution No. 2020-17 and Ordinance No. No. 2020-11:** 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 "Case No. PZ-19-00125 Updates to Zoning Code 2020 – Miscellaneous Part 1"; 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, to resolve conflicts, incorporate technical corrections and clarity, and modify existing and add new requirements, provisions, and definitions.

STAFF RECOMMENDED ACTION:

- 1) Adopt Resolution No. 2020-17
- 2) Read Ordinance No. 2020-11 by title only for the final time
- 3) City Clerk reads Ordinance No. 2020-11 by title only (if approved above)
- 4) Adopt Ordinance No. 2020-11

- C. **Consideration and Adoption of Ordinance No. 2020-07:** An ordinance extending and increasing the corporate limits of the City of Flagstaff by annexing certain land totaling approximately .32 acres located at 4409 North Highway 89, and establishing city zoning for said land as Highway Commercial, HC. (***Annexation of property to facilitate the redevelopment of existing retail to a restaurant***)

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2020-07 by title only for the final time
- 2) City Clerk reads Ordinance No. 2020-07 by title only (if approved above)
- 3) Adopt Ordinance No. 2020-07

- D. ~~**Consideration and Adoption of Ordinance No. 2020-09:** An ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code, Chapter 1-14, Personnel System, by amending the Employee Handbook of Regulations relating to General Definitions, Working Hours and Pay, Overtime Pay, Compensatory Time, and Vacation Leave; providing for penalties; repeal of conflicting ordinances; severability; and establishing an effective date~~

STAFF RECOMMENDED ACTION:

ITEM HAS BEEN PULLED INDEFINITELY

- E. **Consideration and Adoption of Ordinance No. 2020-08:** An ordinance amending the Employee Handbook of Regulations, Chapter 1-50 *Leave, Military Training Leave 1-50-061*

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2020-08 by title only for the final time
- 2) City Clerk reads Ordinance No. 2020-08 by title only (if approved above)
- 3) Adopt Ordinance No. 2020-08

10. **REGULAR AGENDA**

- A. **Consideration and Adoption of Resolution No. 2020-07:** A resolution of the Flagstaff City Council adopting a Flagstaff Adaptive Reuse Program to support small businesses during the site plan review process and to encourage adaptive reuse of vacant commercial or office spaces.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-07 by title only
- 2) City Clerk reads Resolution No. 2020-07 by title only (if approved above)
- 3) Adopt Resolution No. 2020-07

- B. **Consideration and Adoption of Resolution No. 2020-21:** A resolution of the Flagstaff City Council stating its support for the Flagstaff Trails Initiative Regional Trails Strategy

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-21 by title only
- 2) City Clerk reads Resolution No. 2020-21 by title only (if approved above)
- 3) Adopt Resolution No. 2020-21

- C. **Consideration and Adoption of Ordinance No. 2020-12:** An ordinance of the City Council of the City of Flagstaff, temporarily suspending Section 8-01-001-0002 of the City Code pertaining to sidewalks; providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the May 5, 2020 Council Meeting:

- 1) Read Ordinance No. 2020-12 by title only for the first time
- 2) City Clerk reads Ordinance No. 2020-12 by title only (if approved above)

At the May 19, 2020 Council Meeting:

- 3) Read Ordinance No. 2020-12 by title only for the final time
- 4) City Clerk reads Ordinance No. 2020-12 by title only (if approved above)
- 5) Adopt Ordinance No. 2020-12

- D. **Consideration and Possible Approval:** Letter from the Mayor and Flagstaff MetroPLan to the State of Arizona Transportation Board for the Rt.66/Rio de Flag Bridge Replacement project.

11. **DISCUSSION ITEMS**

- A. **2020 Wildfire Preparedness and Seasonal Outlook**
- B. **Flagstaff Water Services Strategic Plan 2025**

12. **COUNCIL LIAISON REPORTS**

13. **CITY MANAGER REPORT**

- A. **City Manager Report**

14. **COVID-19 UPDATES**

- A. **COVID-19 Social Safety-Net Services Coalition**

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

16. **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 _____, 2020.

Stacy Saltzburg, MMC, City Clerk

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 05/01/2020
Meeting Date: 05/05/2020



TITLE:

Consideration of Appointment: Sustainability Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring October 2021.

Executive Summary:

The Sustainability Commission consists of seven citizens and is responsible for recommending and coordinating activities in concert with the City of Flagstaff Sustainability Program. To accomplish this objective, the Commission will address the social, economic, and environmental considerations of meeting the needs of current and future citizens. Among the Commission's directives are the promotion of sustainable practices in all spheres of life and educating Flagstaff citizens.

There is currently one seat available due to a resignation.

It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

There are five applications on file for consideration by the Council, they are as follows:

- Holly Buban (new applicant)
- Kristin Kauffman (new applicant)
- Kristen Konkel (new applicant)
- Laurie Rogers (new applicant)
- Jessica Simmons (new applicant)

In an effort to reduce exposure to personal information the commission roster, applicant roster and applications will be submitted to the City Council separately.

COUNCIL APPOINTMENT ASSIGNMENT: Vice Mayor Shimoni

Financial Impact:

These are voluntary positions and there is no budgetary impact to the City of Flagstaff.

Policy Impact:

Not applicable.

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

There is no Council goal that specifically addresses appointments to Boards and Commissions; however, boards and commissions provide input and recommendations based on City Council goals that may pertain to the board or commission work plan.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

- 1) Appoint one Commissioner: By appointing one member at this time, the Sustainability Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.
- 2) Postpone the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the openings by Board members and City staff has occurred, informing others of these vacancies through word of mouth.

Attachments: Sustainability Commission Authority

CHAPTER 2-17 SUSTAINABILITY COMMISSION

SECTIONS:

- 2-17-001-0001 COMMISSION ESTABLISHED; ORGANIZATIONAL STRUCTURE
- 2-17-001-0002 PURPOSE; POWERS AND DUTIES

2-17-001-0001 COMMISSION ESTABLISHED; ORGANIZATIONAL STRUCTURE

A. Establishment of the Commission.

1. There is hereby created the Sustainability Commission (the "Commission"), which shall replace the Clean and Green Committee.
2. The membership of the Commission shall consist of seven (7) members. Members of the Commission shall be appointed by the City Council and shall represent the diverse interests and views of the community. The Commission shall be a working Commission, in which each member takes an active role in accomplishing the goals and objectives of the Commission. Members shall serve a term of three (3) years with no member appointed for more than two (2) full consecutive terms.
3. The Commission shall be responsible for electing a Chair and a Vice-Chair. The Chair shall act as public spokesperson for the Commission at public functions, shall serve as an ex officio member of all standing committees, shall appoint the Chair of all standing committees upon the advice and consent of the Commission, and shall perform other duties as required. The Vice-Chair shall act in the absence of the Chair. (Ord. 2014-28, Amended, 11/18/2014)

2-17-001-0002 PURPOSE; POWERS AND DUTIES

The purpose of this Commission shall be to continue the work initiated by the Clean and Green Committee and to further work with the City Council and the City Staff by recommending and coordinating activities as part of the Flagstaff Sustainability Program, the U.S. Mayors Climate Protection Agreement, and any future sustainability initiatives pursued by the City.

Subject to state law and the procedures prescribed herein, the Sustainability Commission shall have and may exercise the following powers, duties, and responsibilities:

A. The Commission shall work with City staff toward the development and implementation of the Flagstaff Sustainability Program. The issues addressed by this program may include, but not be limited to, the following:

1. Climate and air quality
2. Transportation
3. Energy
4. Solid waste and toxic substances
5. Water, wastewater, and stormwater
6. Sustainable building and purchasing practices
7. Sustainable economic development

B. The Commission shall work with the City staff toward the development and implementation of the U.S. Mayors Climate Protection Agreement and any future sustainability initiatives passed by the City Council.

C. The Commission shall work with the City Council in the development of initiatives linking the concepts of sustainability with economic development and affordability for the benefit of all community members.

D. The Commission shall promote the benefits of sustainable practices in all spheres of life and shall educate the public concerning such practices.

E. The Commission shall promote compliance with City ordinances concerning sustainability and environmental management.

F. The Commission shall encourage sustainable practices by individuals, groups, organizations, industrial and commercial enterprises, educational institutions, and government agencies.

(Ord. 2007-27, Amended 04/17/2007)

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 05/01/2020
Meeting Date: 05/05/2020



TITLE:

Consideration of Appointments: Industrial Development Authority

STAFF RECOMMENDED ACTION:

Make one appointment to a term that expires April 2024.
Make one appointment to a term that expires April 2025.
Make one appointment to a term that expires April 2026.

Executive Summary:

By making appointments to the vacancies, the Industrial Development Authority will be at the minimum membership required to take action. This will allow the Board to hear adjustments, act on bond requests, and perform administrative business. All seats are for six-year terms. There are three applications on file and they are as follows:

Jean Richmand-Bowman (past member)
Alyn Rumbold (past member)
Mark Woodson (new applicant)

In an effort to reduce exposure to personal information the applicant roster and applications will be submitted to the City Council separately.

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Whelan, Councilmember Odegaard, and Vice Mayor Shimoni.

Financial Impact:

These are voluntary positions and there is no budgetary impact to the City of Flagstaff.

Policy Impact:

Not applicable.

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

There is no Council goal that specifically addresses appointments to Boards and Commissions; however, boards and commissions do provide input and recommendations based on City Council goals that may pertain to the board or commission work plan.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

- 1) Appoint three Members: by appointing members at this time, the Industrial Development Authority will be at the minimum required membership, allowing the group to continue meeting to provide recommendations to the City Council.
- 2) Table the action to allow for further discussion or expand the list of candidates.

Background/History:

The Industrial Development Authority consists of not less than three, nor more than nine citizens who meet on an as-needed basis.

The Board currently has no active members and is inactive. In order to do any business, the Board must have a minimum of three active members.

The Flagstaff Industrial Development Authority is an independent entity authorized by Arizona statutes to review and approve applications for bond financing that fit the definition of IDA projects like the acquisition, construction, improvement, rehabilitation and equipment of manufacturing, distribution, warehouse and health facilities; research and development; and pollution control facilities. The IDA itself does not hold or own bonds, but acts as the issuer. The City Council, as elected officials, gives final approval on all bond applications approved by the IDA.

Community Benefits and Considerations:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the opening by Commission members and City staff has occurred, informing others of this vacancy through word of mouth.

Attachments: [IDA Authority](#)

RESOLUTION NO. 1636

A RESOLUTION OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, REGARDING THE FORMATION AND REINCORPORATION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF FLAGSTAFF.

WHEREAS, on April 15, 1980, pursuant to an approving resolution of the City Council of the City of Flagstaff adopted on April 15, 1980, The Industrial Development Authority of the City of Flagstaff, Arizona (the "Authority") was formed as a nonprofit corporation and as a political subdivision of the City of Flagstaff, all organized and existing under Title 9, Chapter 11, Arizona Revised Statutes (later renumbered as Title 35, Chapter 5, Arizona Revised Statutes) (the "IDA Act");

WHEREAS, the Articles of Incorporation of the Authority were filed with the Arizona Corporation Commission on April 18, 1980, for the purpose of providing a record of the establishment of the Authority, as required by the IDA Act, and for the precautionary purpose of complying with the general nonprofit corporation law set forth in Title 10, Chapter 5, Arizona Revised Statutes (the "General Nonprofit Corporation Act");

WHEREAS, on January 10, 1986, the Arizona Corporation Commission purported to revoke the filing of the Authority's Articles of Incorporation for failure to file an annual report, as is required for nonprofit corporations organized and existing under the General Nonprofit Corporation Act;

WHEREAS, the Authority has continued to operate as a nonprofit corporation and political subdivision of the City of Flagstaff organized and existing under the IDA Act since January 10, 1986, and, in such capacity, granted preliminary approval on November 20, 1987 (the "Official Action"), for the issuance of multifamily housing revenue bonds to finance the acquisition of land and the construction of a 200-unit multifamily residential rental project located on the west side of U. S. Highway 89-A, north of I-40 (the "Project"), received two allocations by the Director of the Arizona Department of Commerce of portions of the maximum volume of tax-exempt private activity bonds permitted to be issued in the State of Arizona in 1987 and 1989 (collectively, the "Allocation"), and the filing with the Internal Revenue Service of an election to carry the Allocation issued in 1987 forward for a period of up to three years (the "Carryforward Election");

WHEREAS, the City Council of the City of Flagstaff desires to confirm and ratify the actions of the Authority and the individuals acting as the Board of Directors thereof since January 10, 1986, including, without limitation, the Official Action, the receipt of the Allocations, and the Carryforward Election, to affirm the continued and uninterrupted existence of the Authority since April 15, 1980, as a nonprofit corporation and the political subdivision organized and existing under the IDA Act, and, as a precautionary measure, to approve the reincorporation of the Authority under the IDA Act and the General Nonprofit Corporation Act;

WHEREAS, a petition has been filed with the City Council of the City of Flagstaff by three qualified electors of the City requesting permission to form an Industrial Development Authority Board and to reincorporate the Authority; and

WHEREAS, the IDA Act and the General Nonprofit Corporation Act provide for the formation of Industrial Development Authorities and the formation of nonprofit corporations, respectively.

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

SECTION 1: That this Council finds and determines that it is wise, expedient, necessary and advisable that the Authority of the City of Flagstaff, Arizona, be formed and reincorporated in accordance with and as provided in the application therefor.

SECTION 2: That, having made application to form and reincorporate the Authority, Dewey "Stretch" Penberthy, Arthur S. "Bud" Anderson, and Hazel Robinson be, and they are hereby, authorized to form and recreate the Authority and to proceed to reincorporate pursuant to and as prescribed by Arizona Revised Statutes and in accordance with the proposed form of Articles of Incorporation which are attached hereto as Exhibit "A".

SECTION 3: That the proposed form of Articles of Incorporation, attached hereto as Exhibit "A", are hereby approved.

SECTION 4: That this Council, as provided in the Articles of Incorporation and the IDA Act, hereby confirm and, to the extent necessary, appoints as members of the Board of Directors of the Authority, as formed and reincorporated, Dewey "Stretch" Penberthy, Arthur A. "Bud" Anderson, Hazel Robinson, Ray Lopp, and Jacqita Bailey, all of whom are qualified electors of the City of Flagstaff.

SECTION 5: That the above Directors are hereby divided into the following three groups:

Group 1 -	Arthur A. "Bud" Anderson
Group 2 -	Hazel Robinson Jacqita Bailey
Group 3 -	Dewey "Stretch" Penberthy Ray Lopp

The initial term of office for Group 1 is two years; for Group 2 is four years; and for Group 3 is six years. Thereafter the terms of all Directors shall be six years.

SECTION 6: That the name of the Authority, as formed and reincorporated, shall be "The Industrial Development Authority of the City of Flagstaff, Arizona."

SECTION 7: That the Authority, as formed and reincorporated, is the continuation of the Authority as established in 1980 as a nonprofit corporation and political subdivision organized and existing under the IDA Act, and that the approval of the formation and reincorporation of the Authority is undertaken as a precautionary measure solely in order to dispel any question with respect to the continued existence of the Authority.

SECTION 8: All funds held by the Authority and title to all property held by the Authority which may have vested in the City of Flagstaff solely as the result of the purported revocation by the Arizona Corporation Commission of the filing of the Articles of Incorporation of the Authority shall be assigned, transferred and conveyed to the Authority, as formed and reincorporated pursuant to this Resolution, such assignment to be effective immediately upon reincorporation of the Authority.

SECTION 9: That all actions of the Authority subsequent to January 10, 1986, including specifically, but without limitation, the Official Action, the receipt of the Allocations, and the Carryforward Election shall be, and are hereby ratified, adopted and confirmed as the act and deed of the Authority, acting on behalf of the City of Flagstaff, as of the date of such actions.

SECTION 10: That the Council hereby finds that this Resolution shall IMMEDIATELY become operative and in full force and effect from and after the passage by the Council, pursuant to A.R.S., Section 19-142, as an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City of Flagstaff for the reason that it is in the interests of the citizens of the City of Flagstaff that multifamily, low-cost housing be provided as expeditiously as possible with the best available financing.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 30th day of October, 1989.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

October 27, 1989

Mayor Chris Bavasi
City of Flagstaff
211 West Aspen
Flagstaff, Arizona 86001

Re: Application for Re-Incorporation of
The Industrial Development Authority
of the City of Flagstaff as a Non-Profit
Corporation

Dear Mayor Bavasi:

The undersigned, being duly qualified electors residing within the City of Flagstaff, submit the attached proposed Articles of Incorporation for the re-incorporation of The Industrial Development Authority of the City of Flagstaff, Arizona, as a non-profit corporation.

Authority for formation of the Industrial Development Authority and application for incorporation was earlier approved by the Mayor and Flagstaff City Council on April 15, 1980, under Ordinance 1139. The Industrial Development Authority came into existence as a political subdivision of Arizona with the filing of its earlier Articles of Incorporation on April 18, 1980.

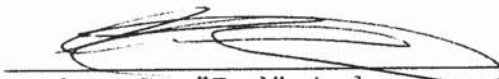
Yours very truly,



Dewey "Stretch" Penberthy



Hazel Robinson



Arthur G. "Bud" Anderson

ARTICLES OF INCORPORATION
OF
THE INDUSTRIAL DEVELOPMENT AUTHORITY OF
THE CITY OF FLAGSTAFF, ARIZONA
(A political subdivision of the State of Arizona)

KNOW ALL MEN BY THESE PRESENTS:

That, we the undersigned, whose names and addresses are hereinafter set forth, each of whom are electors of the City of Flagstaff, Arizona, have this day associated ourselves for the purpose of forming an Industrial Development Authority under the laws of the State of Arizona, and for that purpose do hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of this corporation shall be THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF FLAGSTAFF, ARIZONA, and the location of its principal place of business shall be in the City of Flagstaff, Coconino County, Arizona, but the corporation may have offices within the State of Arizona as shall be fixed by the Board of Directors from time to time.

ARTICLE II

The name, residences and post office addresses of the incorporators, each of whom is a qualified elector of the City of Flagstaff, Arizona, and each of whom shall serve as directors until their successors are elected and qualify, are as follows:

<u>NAME</u>	<u>RESIDENCE</u>	<u>POST OFFICE ADDRESS</u>
Dewey Penberthy	5500 E. Mt. Pleasant Dr.	Flagstaff, AZ 86004
Arthur G. Anderson	2000 N. Rio de Flag,	Flagstaff, AZ 86004
Hazel Robinson	4195 N. St. Mortiz Way,	Flagstaff, AZ 86004

ARTICLE III

This Corporation shall serve a public purpose and shall perform an essential governmental function. The initial purposes for which this Corporation is organized and the affairs which this Corporation initially intends to conduct, are:

1. To acquire, own, construct, lease, sell and dispose of all kinds of properties.
2. To promote industry and develop trade by inducing manufacturing, industrial and commercial enterprises to locate and remain in the City of Flagstaff, Arizona;
3. To stimulate and encourage the production, development and use of the agricultural products and natural resources of the City of Flagstaff, Arizona.

4. To assist, financially and otherwise, in the rehabilitation, expansion and development of all kinds of businesses and industries in the City of Flagstaff, Arizona, which will reduce pollution, promote and assure job opportunities and promote and assure an improved standard of living and an increase in prosperity and health;

5. To do any and all things as provided by Title 35, Chapter 5, §§35-701 et seq., as amended, Arizona Revised Statutes, and Title 10, Chapter 5, §§10-1001, et seq., Arizona Revised Statutes.

ARTICLE IV

This Corporation is a political subdivision of the State of Arizona and, in addition to the other powers granted to such Corporation by law, the Corporation shall have those powers, together with all powers incidental thereto or necessary for the performance of those powers, as set forth in Title 35, Chapter 5 §§35-701 et. seq., and Title 10, Chapter 5, §§10-1001, et. seq., Arizona Revised Statutes, as such provisions may be amended from time to time.

ARTICLE V

The Corporation shall be a non-profit corporation and no part of its net earnings remaining after payment of its expenses shall inure to the benefit of any individual or corporation, except such reasonable compensation as may properly be paid for services rendered to the Corporation, and no dividends or other pecuniary profits may be declared for the benefit of any director or other individual, and no director or officer shall be entitled to participate for profit in any transaction with the Corporation except as hereinable provided. No part of the activities of this Corporation shall be devoted to carrying on propaganda for or otherwise attempting to influence legislation and this authority shall not participate in or intervene in any political campaign on behalf of any candidate for public office.

ARTICLE VI

The Corporation shall have a Board of Directors in which all powers of the Corporation shall be vested and which shall consist of any number of directors, not less than three nor more than nine, all of whom shall be qualified as provided by law. The directors shall serve as such without compensation except that they shall be reimbursed for their actual expenses incurred in the performance of their duties in the same manner as is provided for other state officers. No director shall be an officer or employee of the City of Flagstaff. No member of the Board shall have any financial interest in any project or lessee of the Corporation. All directors shall declare any conflict of interest as provided in §§38-501 et. seq., Arizona Revised Statutes, or any successor statutes.

The directors shall be appointed by the Council of the City of Flagstaff, and they shall be so appointed that they shall hold office for overlapping terms. At the time of the appointment of the first Board of Directors, the City Council of Flagstaff shall divide the directors into three groups containing as nearly equal whole numbers as possible. The first term of the directors included in the first group shall be two years, the first term of the directors included in the second group shall be four years, and the first term of the directors included in the third group shall be six years.

The affairs of the Corporation shall be conducted by the Board of Directors and such officers, including a president, vice president, treasurer, secretary and such other officers as the Board of Directors shall elect or appoint. The board of Directors shall have the power to adopt, amend and rescind by-laws and to appoint an executive committee with such powers as the Board may, by resolution, delegate to such committee.

Meetings held by the Board of Directors for any purpose whatsoever shall publically noticed and be open to the public.

ARTICLE VII

The initial Board of Directors shall consist of the initial incorporators (applicants) and the following additional members: Ray Lopp, 2024 N. Crescent Dr., Flagstaff, AZ 86001; and Jacqita Bailey, 515 N. San Francisco, Flagstaff, AZ 86001. They shall serve as Directors until their successors, named by the Council of the City of Flagstaff, are confirmed at the first meeting of the corporation following the naming of the new Board by the Council. The Council of the City of Flagstaff, Arizona, shall name a new Board of Directors, by resolution which shall set terms of each director in the manner provided by Article VI hereof.

ARTICLE VIII

The Corporation shall indemnify any and all of its incorporators, directors and officers against all expenses incurred by them and each of them, including, but not limited to, legal fees, judgments and penalties which may be incurred, rendered or levied in any legal action brought against any of them for or on account of any action or omission alleged to have been committed while acting as promoters or incorporators or while acting within the scope of employment as a director or officer of the Corporation. Whenever any director or officer shall report to the president of the Corporation or the chairman of the Board of Directors that he has incurred or may incur expenses, including, but not limited to, legal fees, judgments and penalties in a legal action brought or about to be brought against him for or on account of any action or omission alleged to have been committed by him while acting within the scope of his employment as a director or officer of the Corporation, the Board of Directors of the Corporation shall, at its next regular or at a special meeting held within a reasonable time thereafter,

determine in good faith whether, in regard to the matter involved in the action or contemplated action, such person acted, or failed to act, or refused to act wilfully, with gross negligence or with fraudulent or criminal intent. If the Board of Directors determines in good faith that such person did not act, fail to act, or refuse to act wilfully or with gross negligence or with fraudulent or criminal intent in regard to the matter involved in the action or contemplated action, indemnification shall be mandatory and shall be automatically extended as specified herein, provided, however, that the Corporation shall have the right to refuse indemnification in any instance in which the person to whom indemnification would otherwise have been applicable shall have unreasonably refused to permit the Corporation, at its own expense and through counsel of its own choosing, to defend him in the action.

The private property of the incorporators, officers and directors of the Corporation shall be exempt from liability for its debts and obligations.

ARTICLE IX

The City of Flagstaff shall not, in any event, be liable for the payment of the principal of, or interest on, any bonds of the Corporation, formed thereby or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Corporation, and none of the bonds of the Corporation or any of its agreements or obligations shall be construed to constitute an indebtedness or obligation of the City of Flagstaff or of the State of Arizona within the meaning of any constitutional or statutory provision whatsoever.

ARTICLE X

Pursuant to §§35-721 et seq., Arizona Revised Statutes, bonds issued under the provisions of Title 35, Chapter 5, Arizona Revised Statutes, as amended, shall be legal investments for all banks, trust companies and insurance companies organized and operating under the laws of this State.

ARTICLE XI

When the board of Directors of the Corporation, by resolution, shall determine that the purposes for which the Corporation was formed have been substantially complied with and that all bonds theretofore issued and all obligations theretofore incurred by the Corporation have been fully paid, the members of the board of Directors of the Corporation shall thereupon dissolve the Corporation in accordance with the provisions of Title 10 of the Arizona Revised Statutes.

ARTICLE XII

Daniel J. Stoops, of 222 E. Birch Avenue, Flagstaff, Arizona 86001, who has been a bona fide, continuous resident of the State of Arizona for more than three years, is hereby appointed the lawful statutory agent of this Corporation for and on behalf of said Corporation, to accept and acknowledge services of all necessary processes and for all purposes required by law. The board of Directors may, at their option, revoke such appointment and shall have the power to fill such vacancy.

ARTICLE XIII

The incorporators herein received permission to organize the Corporation pursuant to a Resolution of the Council of the City of Flagstaff, Arizona, duly adopted and approved by said Council on the _____ day of _____, _____, at a regular meeting of said Board.

IN WITNESS WHEREOF, we the undersigned, have signed our names this _____ day of October, 1989.

STATE OF ARIZONA)
) ss.
County of Coconino)

On this, the _____ day of October, 1989, before me, the undersigned Notary Public, personally appeared Dewey "Stretch" Penberthy, known to me to be the person whose name is subscribed to the above, and acknowledged that he executed the same for the purposes therein set forth.

Dewey Penberthy

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of Coconino)

On this, the _____ day of October, 1989, before me, the undersigned Notary Public, personally appeared Arthur G. "Bud" Anderson, known to me to be the person whose name is subscribed to the above, and acknowledged that he executed the same for the purposes therein set forth.

Arthur G. Anderson

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of Coconino)

On this, the _____ day of October, 1989, before me, the undersigned Notary Public, personally appeared Hazel Robinson, known to me to be the person whose name is subscribed to the above, and acknowledged that he executed the same for the purposes therein set forth.

Hazel Robinson

Notary Public

My Commission Expires:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Ryan Roberts, Water Services Engineering Manager
Co-Submitter: Brad Hill
Date: 05/01/2020
Meeting Date: 05/05/2020



TITLE:

Consideration and Approval of Contract: Waterline Reimbursement for Northern Arizona Healthcare

STAFF RECOMMENDED ACTION:

- (1) Approve the agreement with Northern Arizona Healthcare; and
- (2) Authorize the City Manager to execute the necessary documents

Executive Summary:

Approval of this agreement acknowledges that Northern Arizona Healthcare will construct new water lines necessary to serve their future development, and the City will pay for the incremental cost of oversizing/upsizing the water line from 8-inch to 16-inch to meet future development needs in the area. The City's obligation is to reimburse Northern Arizona Healthcare for the difference of construction costs between an 8-inch water line and a 16-inch water line.

Financial Impact:

The Water Services Division has \$500,000 budgeted in the FY2019-20 Water Services Enterprise Fund in account #202-08-370-3429-0-4421 for reimbursing Northern Arizona Healthcare for upsizing and installing this public water infrastructure. Please note that the attached agreement with NAHC has intentionally left out the cost of the waterline upsizing. Bids for this project are due to be received by the City on April 29, 2020. Staff does anticipate the bid amounts to be well under the budgeted amount listed above.

Policy Impact:

None

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

COUNCIL GOALS: 3) provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1. Approve agreement and (confirm) reimbursement payment.
2. Approve the agreement with any City Council approved amendments.
3. Not approve the revised agreement and have staff continue negotiations.

Background/History:

This project is the first phase of installing a water line connection from Fort Tuthill wellsite to University Heights. Northern Arizona Healthcare requires an 8-inch water line extension to serve its proposed future Healthcare Campus development in southwest Flagstaff. The future needs of the City require a 16-inch transmission main connection in order to provide additional water supply from new Fort Tuthill well to the City distribution system. This line will support agreements made by the city with Fort Tuthill and/or Luke Air Force base to provide adequate water infrastructure and fire flows for this area.

Key Considerations:

This waterline construction will occur at the same time as the County sewer line improvement in an effort to minimize negative impacts on the City's Flagstaff Urban Trail System. By coordinating the water and sewer construction periods it will minimize the disruption to City residents who utilize the Flagstaff Urban Trail system in this area.

Expanded Financial Considerations:

The Water Services Division has \$500,000 budgeted in the FY2019-20 Water Services Enterprise Fund in account #202-08-370-3429-0-4421 to reimburse Northern Arizona Healthcare for upsizing and installing this public water infrastructure. The contract will be awarded to the lowest responsible and responsive bidder for the project including upsizing. The actual cost of upsizing will be determined during the public bidding process and reconciliation of final project costs. Water Services anticipates the upsizing cost to be less than the \$500,000 budgeted amount with the remaining funds to be used completion of the City's project to loop waterline.

Community Benefits and Considerations:

By approving this agreement, citizens will receive additional potable water resources and an improved water system availability for City residents in the southwestern portion of the City. This waterline construction will occur at the same time as the County sewer line improvement in an effort to minimize disruption to City residents who utilize the Flagstaff Urban Trail system in this area.

Community Involvement:

Inform/Consult

The Fort Tuthill Waterline loop and the need for waterline oversizing was discussed during the FY2019-20 proposed budget and Capital Improvement program meetings with City Council members and Water Commission Board members.

Attachments: [NAHC Waterline Oversize Reimbursement Agreement](#)
 [NAHC Waterline Vicinity Map](#)

April 16, 2020

Ryan Roberts
Water Services Engineering Manager
roberts@flagstaffaz.gov

Bradley Hill
Water Services Director
bhill@flagstaffaz.gov

Greg Clifton
City Manager
gregclifton@flagstaffaz.gov

Re: Extensions of Waterline
North from Ft. Tuthill 2,235 feet
Upsizing reimbursement protocol

Dear Brad, Greg and Ryan:

This letter is intended to document our understanding between the City of Flagstaff and Northern Arizona Healthcare Corporation regarding how the additional costs for upsizing the waterline extension will be reimbursed by the City of Flagstaff (herein City) to Northern Arizona Healthcare Corporation (herein NAHC). Coconino County shall act as Owner for the construction of the waterline, simultaneous with Coconino County's Fort Tuthill sewer line extension, with the intent to minimize the impact to the FUTS Trail. Coconino County and NAHC have entered into a separate reimbursement agreement for the installation of the waterline.

1. Coconino County will act as Owner and shall administer the Contract with Contractor.
2. As requested, the County protocol for bid advertisement consistent with state law will be followed.
3. The City and the County shall perform inspection and testing; upon successful completion of such, the City shall accept the water main and appurtenances.
4. The City reimbursement to NAHC will be the difference between the upsized waterline, a 16 inch from an 8 inch line, for the line otherwise required by NAHC as further clarified in item 5 below.

5. To determine the reimbursement amount:
 - a. The Contractors bidding the project will be asked to bid two Bid Schedules entitled:
 - (i) Bid Schedule A (Upsized Design)
 - (ii) Bid Schedule B (8" Design)
 - b. The City, Coconino County and NAHC will review the bids submitted to determine the three low qualified bidders for the entire project cost.
 - c. Selection of the lowest qualified bidder for the entire project cost will follow normal considerations, for the total County Bid.
 - d. The cost for the 8" Water Main, otherwise required by NAHC will be the lowest bid from among the three lowest qualified bidders for bid schedule A as determined above in 5b.
 - e. Reimbursement will also include any costs for changes or additions requested by the City during the course of construction. Reimbursement is authorized up to a maximum of \$ _____; any funding in excess of this amount will require City Council approval.
6. Coconino County shall be responsible for the periodic payment to Contractor for the Contract and its administration pursuant to Item 5c above, subject to NAHC reimbursement for the waterline actual expenses.
7. Coconino County shall handle all Pay Requests from Contractor during the course of construction. Upon City acceptance of the water main and the appurtenances, the City shall make the reimbursement as calculated above.

Please confirm, acknowledge and consent to this understanding.

Sincerely,
Shephard Wesnitzer, Inc.



Guillermo E. Cortes, P.E.
GC

ACCEPTED AND CONSENTED TO BY:
City of Flagstaff

ACCEPTED AND CONSENTED TO BY:
Northern Arizona Healthcare Corporation

By: _____

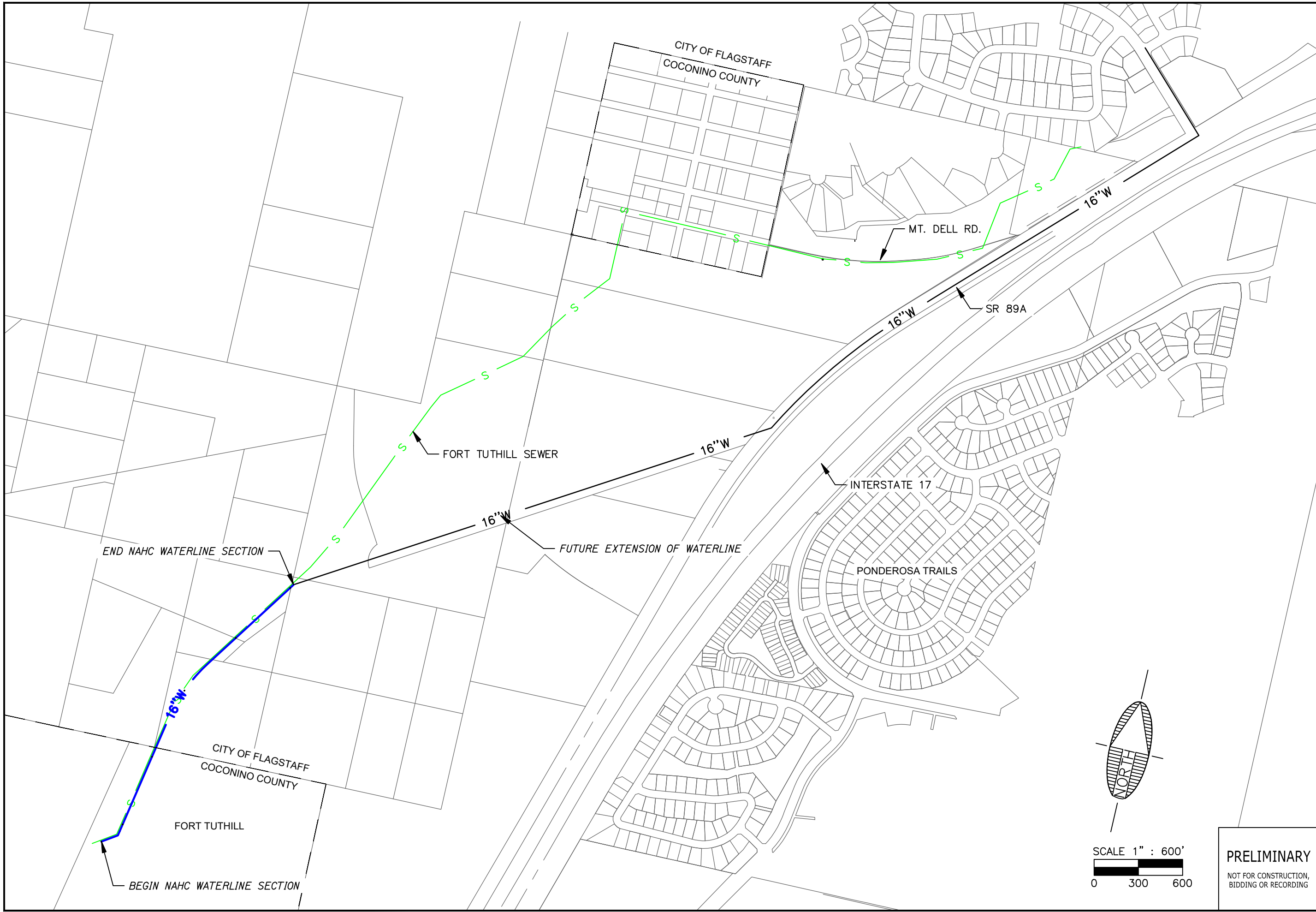
By: _____

Its: _____

Its: _____

PLOTTED: Apr 20, 2020—1:13pm

FILE: P:\2018\18214\DRAWINGS\EXHIBITS\NAHC WATER VICINITY MAP.DWG KBAYER



JOB NO: 18214		DATE: APR 20		SCALE: AS SHOWN		DRAWN: KMF		DESIGN: KMF		CHECKED: GEC	
110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swiaz.com		SWM		Shephard		Wesnitzer, Inc.		PRELIMINARY		NOT FOR CONSTRUCTION, BIDDING OR RECORDING	
Call at least two full working days before you begin excavation.		ARIZONA 811 Arizona Blue Stakes, Inc. Dial 8-1-1 or 1-800-STAKE-11 (782-5348)		NORTH		SCALE 1" : 600'		0 300 600		PRELIMINARY	
CITY OF FLAGSTAFF COCONINO COUNTY		CITY OF FLAGSTAFF COCONINO COUNTY		CITY OF FLAGSTAFF COCONINO COUNTY		CITY OF FLAGSTAFF COCONINO COUNTY		CITY OF FLAGSTAFF COCONINO COUNTY		CITY OF FLAGSTAFF COCONINO COUNTY	
FORT TUTHILL		FORT TUTHILL SEWER		PONDEROSA TRAILS		INTERSTATE 17		SR 89A		MT. DELL RD.	
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**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 05/01/2020
Meeting Date: 05/05/2020



TITLE:

Consideration and Action on Liquor License Application: Steven Grubart "Lumberjax," 409 S. San Francisco Street, Series 12 (restaurant), New License.

STAFF RECOMMENDED ACTION:

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

The City Council has the option to:

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

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting at the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Lumberjax is a new business in Flagstaff. If approved it will be the 101st active series 12 license in Flagstaff. Series 12 licenses are non-quota licenses. To view surrounding liquor licenses, please refer to the online interactive [Liquor License Map](#).

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, CAAP, and/or Strategic Plan:

OFFICE OF THE CITY CLERK

April 20, 2020

Steven Grubart
Lumberjax
PO Box 441
Flagstaff, AZ 86002

Dear Mr. Grubart:

Your application for a new Series 12 Liquor License for Lumberjax located at 409 S. San Francisco Street in Flagstaff, AZ was posted on April 14, 2020. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, May 5, 2020 which will begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via phone 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 May 4, 2020 and the application may be removed from the premises at that time.

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

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

Sincerely,

Stacy M. Fobar
Deputy City Clerk

Enclosure



City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

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

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 12 Restaurant License

Non-transferable

On-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

PURPOSE:

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

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

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

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

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

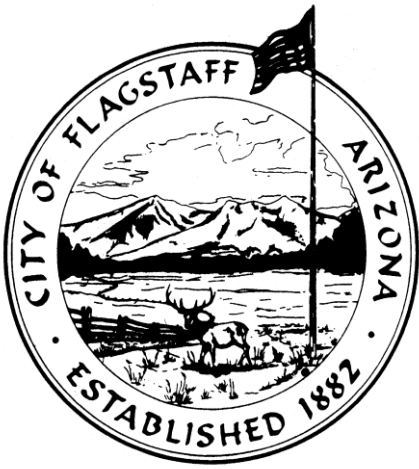
On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

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

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

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

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



FLAGSTAFF POLICE DEPARTMENT

911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001 • (928) 779-3646

ADMIN FAX (928)213-3372

TDD 1-800-842-4681



Chief of Police
Kevin D. Treadway

MEMORANDUM

Memo #20-029

TO: Chief Kevin Treadway

FROM: Sgt. Ryan Turley

DATE: April 17th 2020

RE: LIQUOR LICENSE APPLICATION – SERIES 12- FOR “Lumberjax”

On April 8th, I initiated an investigation into an application for a series 12 (Restaurant) liquor license filed by Steven Grubart (Agent and Premise Manager), The Application number is 95891 and it is for the Lumberjax which is located at 409 S. San Francisco St.

I conducted a query through local systems and public access on Mr. Grubart. I discovered two derogatory records on Mr. Grubart for a vicious dog at large in February of 2020 in Flagstaff and a drug DUI related arrest in July of 2015 through the Verde Valley Justice Court. I found that Mr. Grubart has taken the mandatory liquor license class but it expires on May 11th 2020.

I conducted a search for any current and previous liquor licenses possessed by Mr. Grubart and discovered that he has one for Pizza Patio with no violations found.

I made contact with Mr. Grubart over the phone, and he confirmed that he would be attending the council meeting on May 5th or be available over the phone. He advised me that he was not sure of the business hours at this point due to the COVID-19 pandemic and uncertainty when the business can open.

Upon further review of the application I noticed a discrepancy. On question 14 of the questionnaire which asks him to list any arrest, citations, indictments, etc. in the past five years he marked “no”. This is incorrect as previously mentioned that he was cited from vicious dog at large which is a criminal charge. He also was arrested in July of 2015 for DUI which is still within the 5-year mark of his application that is dated 3/10/2020. I called Mr. Grubart on 4/16

around 0900 hours to ask about this but he did not answer the phone and I had left him a voicemail. As of this writing I have not heard back from him.

I contacted the AZ Department of Liquor Control and spoke to their Detective who advised that he did not know of any issues or have other concerns with this licensee or the application besides the above-mentioned issue of marking no to the arrest question. My intention is to write an additional memorandum should he call me back and address that issue.

On 4/23/20, Mr. Grubart contacted me. I explained the discrepancy I saw and he stated that he was unaware of the vicious dog at large was a criminal offense and that he thought that the time frame had elapsed for the DUI (which it would have in about two months).

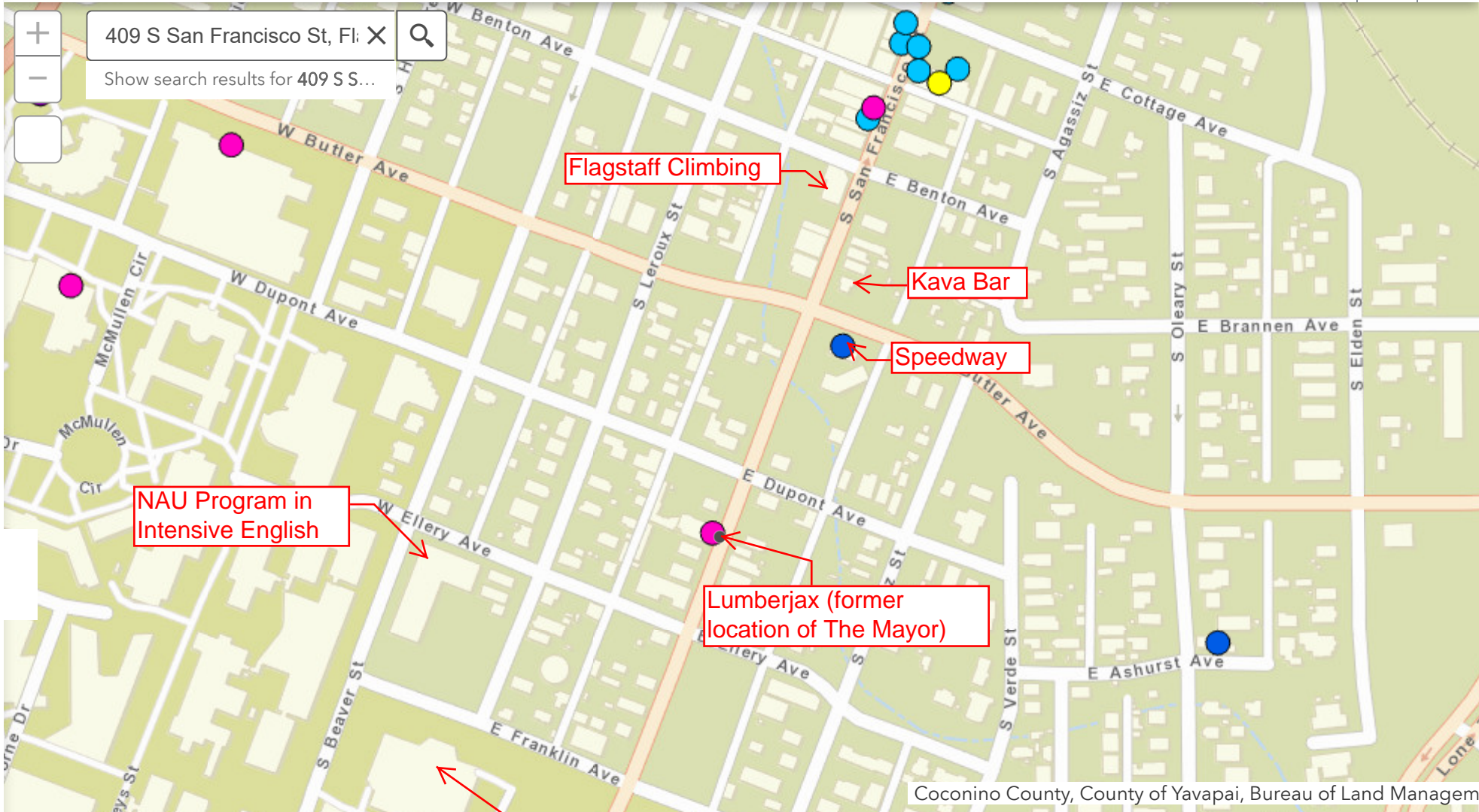


Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Tiffany Antol, Planning Director
Date: March 26, 2020
Re: Application for Liquor License #95891
409 S. San Francisco St., Flagstaff, Arizona 86001
Assessor's Parcel Number 103-15-025
Steven Tristan Gruart on behalf of Lumberjax

This application is a request for a new Series 12 Restaurant liquor license by Steven Tristan Gruart on behalf of Lumberjax. This business is located within the Community Commercial district. This district does allow for this use.

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



Coconino County, County of Yavapai, Bureau of Land Managem

NAU Wall Aquatic Center

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Eli Reisner, Project Manager - ER
Date: 05/01/2020
Meeting Date: 05/05/2020



TITLE:

Consideration and Approval of a Construction Manager at Risk (CMAR) Construction Services Agreement: to Eagle Mountain Construction in the amount of \$6,588,283.00 for the Coconino Estates Improvements Phase I South Project.

STAFF RECOMMENDED ACTION:

1. Approve the CMAR Construction Services Agreement with Eagle Mountain Construction Inc. for a Guaranteed Maximum Price of \$6,439,394.00 with a contract duration period of 900-calendar days; and
2. Approve an Owner's Contingency of \$148,889.00, which is approximately 2.3% of the Guaranteed Maximum Price.
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff recommends a Construction Manager at Risk (CMAR) Construction Services Agreement (Agreement) award for a Total Contract Price of \$6,588,283.00 to Eagle Mountain Construction, Inc. (EMC), which will authorize the construction of the southern portion of the Coconino Estates Improvements Phase I Project. The southern portion includes the improvements on Beal Road, Navajo Drive from Beal Road to Navajo Road, and Navajo Road. The northern portion will be presented for Council's consideration this fall as an amendment to the original Agreement and includes improvements to the area of Navajo Drive north of Beal Road. Please refer to the attached context and vicinity maps.

The improvements on the streets shown in the vicinity map generally consist of replacing existing infrastructure with new, including water and sewer mains, water and sewer services, fire hydrants, storm drains, streetlights, the entire asphalt roadway, and defective select edge improvements (curb & gutter, sidewalk, etc.), except for Whipple Road which will only receive a new water main. There will also be new infrastructure added consisting of underground electric lines for streetlighting and sidewalk on both sides of the street where it does not currently exist on Beal Road, Navajo Drive south of Beal, and on Navajo Road. The decision to add a sidewalk to these particular sections of roadway was based on the results of a neighborhood survey performed by the Project Design Team.

Pending Council's approval, construction is anticipated to begin on the southern portion in May 2020 and in winter 2020 for the northern portion. The 900-calendar day duration will cover the construction of both southern and northern portions of the Project spanning over three construction seasons, with both portions completed by fall 2022.

Financial Impact:

The Coconino Estates Improvements Project is funded by the total budget appropriations of \$13,495,023 (includes FY 2019-20 budget through FY 2021-2022 proposed) from the Coconino Estates budget line item under the Road Repair and Street Safety (RR&SS) – Utility Replacements and Overlay Funds. The other funding source is \$500,000.00 from the General Improvements and Partnering Opportunity line item under the Transportation Tax Fund for the new underground electric lines and sidewalk where it does not currently exist.

Policy Impact:

- No Impact

Connection to Council Goal, Regional Plan, CAAP, and/or Strategic Plan:**Council Goal 2017 – 2019 Transportation and Other Public Infrastructure**

Deliver quality community assets and continue to advocate and implement a highly performing multi-model transportation system.

Regional Plan – Goal T.2.

Improve transportation safety and efficiency for all modes.

Team Flagstaff Strategic Plan – Priority #3: Foster a resilient and economically prosperous City

2. Deliver outstanding services through a healthy environment, resources and infrastructure.

Has There Been Previous Council Decision on This:

- Council previously approved the ballot language for the Road Repair and Street Safety Initiative (Prop. 406).
- Council approved and adopted the Road Repair and Street Safety - Utility Replacements and Overlays - Coconino Estates FY 2020 budget.
- Council approved both Contracts for Engineering Professional Services and CMAR Design Phase Services for the design of the Project at the May 7, 2019 Council Meeting.

Options and Alternatives:

1. Approve the award for the Agreement as recommended. Approval will allow work to move forward;
or,
2. Reject approval of the award as recommended. This action would delay the Project
 - a. If rejection occurs, possible options include:
 1. Ask staff to re-evaluate the recommendation; or
 2. Suspend or cancel the project completely.

Background/History:

On November 18, 2014, Council adopted the results of the General Election held on November 4, 2014. In the General Election voters approved a dedicated sales tax increase, Proposition 406, which included funding for road repairs and street safety improvements throughout the City of Flagstaff. Navajo Road, Navajo Drive, and Beal Road all qualified to receive pavement and utility improvements due to their existing pavement overall condition index (scale of 100-0) being at or below 50 and their existing utilities needing repair or replacement due to consistent maintenance or age. The proximity of these streets made them ideal projects to combine into the Coconino Estates Improvements Phase I Project.

On November 8, 2018, Purchasing staff solicited a Request for Statement of Qualifications (RSOQ) solicitation for Construction Manager at Risk (CMAR) construction services and advertised the solicitation in the Arizona Daily Sun on November 11 and 18, 2018. On December 6, 2018, purchasing received 5 Statements of Qualifications (SOQs). A six-member selection committee consisting of 5 staff and one outside registered contractor executive, reviewed and evaluated the SOQs. The selection committee identified Eagle Mountain Construction as the most qualified contractor to perform the CMAR construction services. Staff began negotiations to finalize the scope of work and develop a Guaranteed Maximum Price (GMP). The evaluation scores are as followed:

Eagle Mountain Construction	640
Kinney Construction	579
Fann Contracting	575
Tiffany Construction	563
LPs Excavating	157

Given the large scale of the Coconino Estates Improvements Phase I Project and the time it would take to both design and construct the Project, it was decided to take advantage of the flexibility provided by the CMAR project delivery method to expedite the design and construction of the Project by splitting the Project into a Northern and Southern Portion. This allowed the design of the Southern Portion to be completed first and for construction of the Southern Portion to begin in early 2020, while the design of the Northern Portion is completed and for the construction of the Northern Portion to roll into the Southern Portion as one continuous construction project, pending Councils approval.

Key Considerations:

The Project is in the Coconino Estates neighborhood. The Northern and Southern Portions of the Project depicted in the attached vicinity map consist of the following streets:

- Southern Portion
 - W. Navajo Road from N. Navajo Drive to N. Fort Valley Road
 - N. Navajo Drive from W. Navajo Road to W. Beal Road
 - W. Beal Road from N. Rockridge Road to N. Fort Valley Road
- Northern Portion
 - N. Navajo Drive from W. Beal Road to W. Murray Road.
 - W. Whipple Road from N. Navajo Drive to N. McMillan Road (only waterline improvements).

The improvements on the streets shown in the vicinity map generally consist of replacing existing infrastructure with new, including water and sewer mains, water and sewer services, fire hydrants, storm drains, streetlights, the entire asphalt roadway, and defective select edge improvements (curb & gutter, sidewalk, etc.), except for Whipple Road which will only receive a new water main.

There will also be infrastructure added to the Project that does not currently exist consisting of new underground electric lines for streetlighting and new sidewalk on both sides of the street on Beal Road, Navajo Drive south of Beal, and on Navajo Road. Separate funding sources have been identified to pay for the new infrastructure being added to the Project since RR&SS funds can only be used to improve existing infrastructure. The decision to add a sidewalk to these roadway sections based on the results of a

collaborative neighborhood survey conducted by the Project Team including City Staff, Peak Engineering, EMC, and a Professional Public Relations Firm Beta PR. The neighborhood survey results showed the majority of the neighborhood was in support of adding sidewalk to sections of roadway mentioned above but were not in support of adding a sidewalk to Navajo Drive between Beal Road and Murray Road and was therefore not added to the Project.

The design of the improvements was completed while keeping in mind property owner requests where practical and possible, this is a retrofit Project within an existing neighborhood, limiting impacts to driveway lengths and landscaping, and providing the necessary safety improvements of a complete roadway within budget. The improvements, including the addition of sidewalk where it does not currently exist, will be constructed within the City right-of-way of the existing neighborhood.

The Construction Manager at Risk (CMAR) method of procurement was selected to expedite the design and construction schedule and to accommodate complex sequencing of construction activities for a complex Project within limits of an established neighborhood, near multiple schools, and on a NAIPTA bus route. The CMAR process is a collaborative effort, which allows for flexibility with delivering design and construction of the Project and an open dialog between City, Design Consultant, and Contractor on critical design and construction issues to minimize impacts to the community during construction.

Expanded Financial Considerations:

The Coconino Estates Improvements Project is funded by the total budget appropriations of \$13,495,023 (includes FY 2019-20 budget through FY 2021-2022 proposed) from the Coconino Estates budget line item under the Road Repair and Street Safety (RR&SS) – Utility Replacements and Overlays Funds. The other funding source is \$500,000.00 from the General Improvements and Partnering Opportunity line item under the Transportation Tax Fund for the new underground electric lines and sidewalk where it does not currently exist.

The Guaranteed Maximum Price (GMP) is \$6,439,394.00 plus a 2.3% Owner's Contingency of \$148,889.00 which combined equals the Total Contract Price of \$6,588,283.00. The City of Flagstaff is the Owner.

Owners Contingency – A fund to cover cost growth during the project used at the discretion of the Owner usually for costs that result from Owner directed changes or unforeseen site conditions. The amount of the Owner's contingency shall be set solely by the Owner and shall be in addition to the Project costs included in CMAR's GMP packages. The use and management of the Owner's contingency is described in Section 5.3.3.

- Section 5.3.3 – Owner's Contingency are funds to be used at the sole discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen Site conditions. Owner's Contingency shall be added to the GMP amount provided by CMAR, the sum of which shall be the full Contract Price for construction. At the time that Owner's Contingency is used the appropriate markups shall be applied.

CMAR's Contingency – A fund to cover cost growth during the Project used at the discretion of CMAR usually for costs that result from Project circumstances. The amount of CMAR's Contingency shall be negotiated as a separate line item in each GMP package. The use and management of CMAR's Contingency is described in Subsection 5.3.1 and 5.3.2.

- Section 5.3.1 – CMAR's Contingency is an amount CMAR may use at its sole discretion for, an increase in the Cost of Work, and may use for increases in General Conditions Costs with the written approval of the City. CMAR's Contingency is assumed to be a direct Project cost and all applicable markups shall be applied at the time of GMP submission.
- Section 5.3.2 – When CMAR utilizes CMAR's Contingency funds, CMAR shall make the

appropriate changes to the Schedule of Values with the next regular progress payment request. CMAR shall deduct the amount of CMAR's Contingency funds used from CMAR's Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If CMAR's contingency funds are used for a new line item that was not given with the original Schedule of Values, these shall be so indicated.

Community Benefits and Considerations:

- Replacing and or abandoning aged and undersized existing water and sewer infrastructure, ranging from 35 – 72 years old, to meet current standards.
- Improving drainage issues and extending the life expectancy of the roadway by installing correctly sized storm drain infrastructure and eliminating low spots in the existing curb lines.
- Eliminating maintenance of overhead lines and the constant trimming of trees by installing underground electric lines to power streetlights.
- Improving intersection safety by reconfiguring the roadway geometry to increase sight distance.
- Replacing aging and deteriorated asphalt that is no longer maintainable with a chip seal or overlay and improving the streets ride quality and longevity.
- Creating safer streets by adding sidewalk, where it does not currently exist, to roadways with high volumes of traffic in proximity to local schools and regional parks.
- Replacing defective select edge improvements such as existing curb and gutter that impedes stormwater flow and existing sidewalk with tripping hazards.
- Reducing required maintenance with the construction of the new infrastructure.
- Coordinating construction on multiple streets to minimize inconveniences to the public and to reduce costs.

Community Involvement:

Inform, Involve, Empower:

- In November 2014, voters approved a dedicated sales tax increase to fund road repairs and street safety improvements throughout the City of Flagstaff.
- The Project is shown in the interactive map located under the Road Repair and Street Safety Updates on the City of Flagstaff's Website at: www.flagstaff.az.gov/roadsafety
- In May 2019, Staff sent Upcoming Project Notices to property owners along the Project scope.
- In June 2019, Beta PR, on behalf of the City, sent general Project information and invitations property owners in the neighborhood for the first Community Open House Meeting.
- In June 2019, the Project Design Team set up a booth with Project information and invitations to the Community Open House Meeting at Concerts in The Park held at the Jim Cullen Memorial Park in the Coconino Estates Neighborhood.
- In July 2019, Beta PR sent 548 Sidewalk Surveys to property owners in the neighborhood to gather input on support for sidewalk where it does not currently exist within the Project limits.
- In July 2019, Beta PR made multiple attempts to hand-deliver the Community Open House Meeting invitation and Sidewalk Survey to each stakeholder along the Project.
- On July 25, 2019, the first Community Open House Meeting was held at Marshall Elementary. The Project Design Team were in attendance. A six-minute video was played on a loop to provide an overview of the Project as attendees entered. The Design Team presented the Project information, held discussions, received feedback from the public, and provided an opportunity for the Sidewalk Survey to be filled out and submitted. A total of 88 attendees signed in at the welcome table.
- Sidewalk Surveys were accepted up to the second week in August 2019, at which point 190 surveys were received.
- Beta PR established and will maintain a Project Hotline for interested parties to use as a resource for Project information, answers Project specific questions, and for contacting the Project Team throughout the duration of the Project, including construction.
- Beta PR gathered contact information to create a database and electronically distribute eNews articles to interested parties with Project updates and information throughout the duration of the



City of Flagstaff, Arizona

Coconino Estates Improvements Phase I - South

CONSTRUCTION MANAGER AT RISK

CONSTRUCTION SERVICES

PROJECT NO. 03-18005

Agreement No. 2019-37

MAYOR
CORAL EVANS

CITY COUNCIL

ADAM SHIMONI
JAMIE WHELAN
JIM MCCARTHY

AUSTIN ASLAN
CHARLIE ODEGAARD
REGINA SALAS

CITY MANAGEMENT

City Manager
Greg Clifton

Utilities Director
Brad Hill

Community Development Director
Dan Folke

Public Works Director
Andrew Bertelsen

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CITY OF FLAGSTAFF, ARIZONA

COCONINO ESTATES IMPROVEMENTS PHASE I – SOUTH

CONSTRUCTION MANAGER AT RISK CONSTRUCTION SERVICES AGREEMENT

PROJECT No. 03-18005; AGREEMENT No. 2019-37

This Construction Services Agreement (“Agreement”), is made and entered into by and between the City of Flagstaff, an Arizona municipal corporation (“City”), and Eagle Mountain Construction, an Arizona corporation (“Construction Manager at Risk” or CMAR”) on this ___ day of _____, 20__.

RECITALS

- A. The City is authorized and empowered by provisions of the City Charter to execute agreements for construction services.
- B. The City intends to construct the Coconino Estates Improvements Phase I – South project as more fully described in Exhibit “A” attached (“Project”).
- C. To undertake the construction administration of the Project the City has entered into a separate agreement with Peak Engineering (“Design Professional.”)
- D. CMAR has represented to the City that it has the ability to provide construction services for the Project, and based on this representation, the City hereby engages CMAR to provide these services and construct the Project.
- E. Agreement #2019-37 has been executed previously between the City and CMAR to perform design phase services for the Project. Those services may continue during the duration of this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and CMAR as follows:

Article 1 - Definitions

“Agreement” - This written document signed by the City and CMAR covering the construction phase of the Project, and including other documents itemized and referenced in, or attached to, and made part of this Agreement.

“Change Directive” - A written order prepared and signed by the City, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.

“Change Order” - A type of Contract amendment issued after execution of the Contract Documents or future GMP Amendments signed by the City and CMAR, agreeing to changes to a GMP, for substantial unanticipated alterations in the character of Work. The Change Order shall state the following: the addition, deletion or revision in the scope of Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Times or other modifications to Agreement terms.

"The City ("Owner" or "OWNER") - The City of Flagstaff, a municipal corporation, with whom CMAR has entered into this Agreement and for whom the services are to be provided pursuant to said Contact. Regulatory activities handled by the City of Flagstaff Community Development, Fire and Planning Departments or any other City Department are not subject to the responsibilities of the City under this Agreement.

"City's Representative" - The person designated in Subsection 8.3.1.2.

"City's Senior Representative" - The person designated in Subsection 8.3.1.1.

"CMAR" - The firm selected by the City to provide construction services as detailed in this Agreement.

"CMAR's Contingency" - A fund to cover cost growth during the Project, legitimate unforeseen construction expenses, or expenses otherwise agreed to by the City used at the discretion of CMAR usually for costs that result from Project circumstances. The amount of CMAR's Contingency shall be negotiated as a separate line item in each GMP package. Use and management of CMAR's Contingency is described in Subsection 5.3.1. and 5.3.2.

"CMAR's Representative" - The person designated in Subsection 8.3.2.2.

"CMAR's Senior Representative" - The person designated in Subsection 8.3.2.1.

"Construction Documents" - Certain plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements or dated plans and specifications specifically identified as the "Construction Documents" herein or in an Exhibit or Addendum which is attached hereto.

"Construction Fee" - CMAR's administrative costs for providing off-site management, supervision, General Conditions support, support of construction activities, home office overhead, and profit as applicable to this Project whether at CMAR's principal or branch offices.

"Contract Documents" - The following items and documents in descending order of precedence executed by the City and CMAR: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications.

"Contract Price" - The amount or amounts set forth in Article 5.

"Contract Time" - The days, as set forth in Article 4, the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work, subject to Winter Shutdown.

"Cost of the Work" - The direct costs necessarily incurred by CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, permit and license fees, materials testing, and related items. The Cost of the Work shall not include CMAR's Construction Fee, General Conditions Costs, bonds, insurance, and taxes.

"Critical Path Method" - A scheduling technique used to predict project duration by analyzing which sequence of activities has the least amount of scheduling flexibility thus identifying the path (sequence) of activities which represent the longest total time required to complete the Project. Delay in completion of the identified activities shall cause a delay in achieving Substantial Completion.

"Day(s)" - Calendar days unless otherwise specifically noted in the Contract Documents.

“Design Phase Contract” - The agreement between the City and CMAR for Services provided by CMAR during the design phase which may include the following: design recommendations, Project scheduling, constructability reviews, alternate systems evaluation, cost estimate, Minority Business Enterprise/Woman’s Business Enterprise/Small Business Enterprise (“**MBE/WBE/SBE**”) utilization, subcontractor bid phase services, GMP preparation and other services set forth in this Agreement or reasonably inferable therefrom.

“Design Professional” - A qualified, licensed design professional who furnishes, design, construction documents, and/or construction administration services required for the Project.

“Differing Site Conditions” - Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

“Final Completion” - 100% completion of all construction Work noted in or reasonably inferred from the Contract Documents, including but not limited to all Punch Lists work, all record and close-out documents specified in Owner’s Project specifications and Owner training/start up activities.

“Float” - The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

“General Conditions Costs” – All on-site Project-specific costs required to perform the Work, but not itemized or included in the Cost of the Work. Includes, but is not limited to the following types of costs for CMAR during the construction phase: (i) payroll costs for Project manager or CMAR for work conducted at the Site, (ii) payroll costs for the superintendent and full-time general foremen, (iii) payroll costs for other management personnel resident and working at the Site, (iv) workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), (v) costs of offices and temporary facilities setup solely for this Project including office materials, office supplies, office equipment and minor expenses, (vi) cost of utilities, fuel, sanitary facilities and telephone services at the Site. General Conditions Costs shall specifically exclude: (i) bonds, (ii) insurance, (iii) items which are included in the Construction Phase Fee.

“Guaranteed Maximum Price” or “GMP” - The sum of the Cost of the Work; the Construction Fee; General Conditions Costs, taxes, and CMAR’s Contingency.

“GMP Plans and Specifications” - The plans and specifications upon which the Guaranteed Maximum Price proposal is based.

“Legal Requirements” - All applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

“Notice to Proceed” or “NTP” - The directive issued by the City, authorizing CMAR to start Work.

“Opening Physical Conditions” – The current physical conditions present on the Site as jointly documented by an inspection of the Site by City and CMAR at the Pre-construction Conference.

“Owner’s Contingency” - A fund to cover cost growth during the project used at the discretion of the Owner usually for costs that result from Owner directed changes or unforeseen Site conditions. The amount of the Owner’s contingency shall be set solely by the Owner and shall be in addition to the CMAR’s GMP. Use and management of the Owner’s contingency is described in Section 5.3.2.

"Performance Period" - The period of time allotted in the Contract Documents to complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP and shown on the Project Master Schedule.

"Payment Request" - The City form used by CMAR to request progress payments for Work in accordance with Article 7.

"Pre-construction Conference" - A Conference held between City and CMAR prior to the commencement of any Work, as scheduled by the City's Representative or designee.

"Product Data" - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by CMAR to illustrate materials or equipment for some portion of the Work.

"Project" - The work to be completed in the execution of this Agreement as amended and as described in the Recitals above and in Exhibit "A" attached.

"Project Record Documents" - The documents created pursuant to Section 2.10.

"Samples" - Physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work shall be evaluated.

"Schedule of Values" - A statement furnished by CMAR to the City's Representative for approval, reflecting the portions of the GMP allotted for the various parts of the work and used as the basis for evaluating CMAR's applications for progress payments.

"Shop Drawings" - Drawings, diagrams, schedules and other data specially prepared for the Work by CMAR or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Site" - Land or premises on which the Project is located.

"Specifications" - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

"Subcontractor" - An individual or firm having a direct Agreement with CMAR or any other individual or firm having an Agreement with the aforesaid Contractors at any tier, who undertakes to perform a part of the construction phase Work for which CMAR is responsible.

"Submittals" - Documents and/or things that may be produced or presented by one party for consideration review or such other actions as may be required by this Agreement by another party, entity or person. Examples of Submittals include, but are not limited to, preliminary or evolving drafts, product data samples, etc.

"Substantial Completion" - The established date when the Work or designated portion thereof is sufficiently complete, in accordance with the Contract Documents so that the Owner may occupy the Work, or designated portion thereof, for the use for which it is intended. This may include, but is not limited to: (i) Approval by the City or State Fire Marshall and/or other state or local authorities having jurisdiction over the Work or a portion thereof (Certificate of Occupancy); (ii) all systems in place, functional, and displayed to, and accepted by, the City or its representative; (iii) City operation and maintenance training complete; (iv) HVAC test and balance completed with reports provided to the Design Professional for review; (v) Operational and Maintenance manuals and final Project Record Documents delivered to the City or Design Professional for review.

“Supplier” - A manufacturer, fabricator, supplier, distributor, material man or vendor having a direct agreement with CMAR or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

“Winter Shutdown” – The period of time typically including December through March during which no Work will be performed by any person or entity (including but not limited to the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the City reserves the right to initiate and terminate a Winter Shutdown at the City’s sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the City despite delays, *for any reason*, on the Project.

“Work” - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

Article 2 - CMAR’s Services and Responsibilities

2.0 CMAR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the construction of the Project, and to completely and totally construct the same and install the material therein for the City. All Work shall be performed in a good and workmanlike and substantial manner and within the care and skill of a qualified CMAR in Flagstaff, Arizona. The Work shall be to the satisfaction of the City and strictly pursuant to and in conformity with the Project’s Contract Documents. It is not required that the services be performed in the sequence in which they are described.

2.1 General Services

2.1.1. CMAR’s Representative shall be reasonably available to the City and shall have the necessary expertise and experience required to supervise the Work. CMAR’s Representative shall communicate regularly with the City but not less than once a week and shall be vested with the authority to act on behalf of CMAR. CMAR’s Representative may be replaced only with the written consent of the City.

2.2 Government Approvals and Permits

2.2.1 Unless otherwise provided, CMAR shall obtain all applicable and/or necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. CMAR is specifically reminded of the need to obtain the applicable and/or necessary environmental permits or file the applicable and/or necessary environmental notices.

2.2.2 Copies of the permits and notices listed in Subsection 2.2.1 above must be provided to the City’s Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the City’s Representative. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements.

2.2.3 City shall be responsible for City of Flagstaff review and permit(s) fees for building and demolition permits. City shall also pay review fees for grading and drainage, water, sewer, and landscaping. City shall also pay for utility design fees for permanent services.

2.2.4 CMAR shall be responsible for all other permits and review fees not specifically listed in Subsection 2.2.3 above.

2.2.5 CMAR is responsible for the cost of water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until Substantial Completion of the Project. Arrangements for construction water are CMAR's responsibility.

2.3 Pre-construction Conference

2.3.1 Prior to the commencement of any Work, the City's Representative or designee shall schedule and conduct a Preconstruction Conference.

At the Pre-construction Conference, City and CMAR shall document the Opening Physical Conditions of the Site as jointly documented by an inspection of the Site by City and CMAR at the Pre-Construction.

2.3.2 The purpose of this conference is to establish a working relationship between CMAR, utility firms, and various City agencies. The agenda shall include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, the level of Project Record Documents required and emergency telephone numbers for all representatives involved in the course of construction.

2.3.3 The Notice to Proceed date shall be concurred with by the parties or set by the City at the Preconstruction Conference. After the meeting and upon receipt of a signed Agreement and delivery of the required bonds and insurance in a City approved format, a Notice to Proceed letter shall be issued confirming the construction start date, Performance Period and if applicable, the Substantial Completion date. If a Substantial Completion date is established the conditions of the Substantial Completion shall be listed and/or as set forth in Article 1 herein. Failure by CMAR to provide the properly executed bond and insurance forms in a timely manner may delay the construction start date; however, it shall not alter the proposed Substantial Completion date nor be a basis for any time extension request or other claims.

2.3.4 CMAR shall provide a Schedule of Values based on the categories used in the buyout of the Work but not greater than the approved GMP and identifying CMAR's Contingency. The Schedule of Values shall subdivide the Work into all items comprising the Work. The Schedule of Values shall contain sufficient detail to identify each individual element of the Work and shall relate to the approved GMP Schedule. The Schedule of Values shall be subject to approval by the City's representative.

2.3.5 Minimum attendance by CMAR shall be CMAR's Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and CMAR's safety officer.

2.4 Control of the Work

2.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of the City or a separate Contractor, CMAR shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit CMAR to complete the Work consistent with the Contract Documents.

2.4.2 CMAR shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. CMAR shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.4.3 CMAR's Representative or CMAR's Superintendent shall be present at the Site at all times that construction activities are taking place.

- 2.4.3.1** All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.
- 2.4.3.2** In the event of noncompliance with this Section, the City may require CMAR to stop or suspend the Work in whole or in part.
- 2.4.4** Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is CMAR's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.
- 2.4.5** Before ordering materials or doing work, CMAR and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation shall be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences which may be found shall be submitted to the City for resolution before proceeding with the Work.
- 2.4.6** CMAR shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to CMAR with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once.
- 2.4.7** CMAR shall establish and maintain all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a civil engineer or surveyor licensed as such in the State of Arizona.
- 2.4.8** Any person employed by CMAR or any Subcontractor who, in the opinion of the City, does not perform his or her work in a proper, skillful, and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by CMAR or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the City. CMAR or Subcontractor shall hold the City harmless from damages or claims which may occur in the enforcement of this Section.
- 2.4.9** CMAR assumes responsibility to the City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- 2.4.10** CMAR shall coordinate the activities of all Subcontractors. If the City performs other work on the Project or at the Site with separate contractors under the City's control, CMAR agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 2.5 Control of the Work Site**
- 2.5.1** Throughout all phases of construction, including suspension of Work, CMAR shall keep the Site reasonably free from debris, trash and construction wastes to permit CMAR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CMAR shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit the City to occupy the Project or a portion of the Project for its intended use.
- 2.5.2** CMAR shall take whatever steps, procedures or means to prevent any dust nuisance due to

construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City and in accordance with the requirements of the Arizona Department of Environmental Quality rules and regulations.

2.5.3 CMAR shall maintain ADA, ADAAG and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA, ADAAG and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. CMAR shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

2.5.4 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by CMAR. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of CMAR.

2.6 Shop Drawings, Product Data and Samples

2.6.1 Shop Drawings, Product Data, Samples and similar Submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which Submittals are required, the way CMAR proposes to conform to the information given and the design concept expressed in the Contract Documents.

2.6.2 CMAR shall review, approve, verify, and submit to the City five copies of each Shop Drawing, Product Data, Sample, and similar Submittals required by the Contract Documents in accordance with the approved GMP schedule as shown in Exhibit "B" as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by CMAR, which are not required by the Contract Documents, may be returned without action.

2.6.3 CMAR shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar Submittals until the respective submittal has been approved by the City or City's designee. Such Work shall be in accordance with approved Submittals.

2.6.4 By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar Submittals, CMAR represents that CMAR has determined and verified materials, field measurements and field construction criteria related thereto, or shall do so, and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

2.6.5 CMAR shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's approval of Shop Drawings, Product Data, Samples or similar Submittals unless CMAR has specifically informed the City in writing of such deviation at the time of submittal and the City has given written approval to the specific deviation. CMAR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar Submittals by the City's approval thereof.

2.6.6 CMAR shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar Submittals, to revisions other than those requested by the City on previous Submittals.

2.6.7 Informational Submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.

2.6.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.7 Quality Control, Testing and Inspection

- 2.7.1** All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.
- 2.7.2** All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.
- 2.7.3** The procedures and methods used to sample and test material shall be determined by the City. Unless otherwise specified, samples and tests shall be made in accordance with the most recently adopted edition of the City of Flagstaff Engineering Division Design and Construction Standards and Specifications.
- 2.7.4** The City shall select a City or Independent Testing Laboratory and shall pay for initial City Acceptance Testing.
- 2.7.4.1** When the first and/or subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance and the cost of all tests, except the first test, shall be paid for by CMAR. CMAR's Contingency cannot be utilized for the cost of re-testing.
- 2.7.4.2** When the first and/or subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.
- 2.7.5** CMAR shall cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.
- 2.7.6** At the option of the City, materials may be approved at the source of supply before delivery is started.
- 2.7.7** Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by CMAR, unless otherwise provided in the Contract Documents.
- 2.7.8** CMAR's convenience and quality control testing and inspections shall be the sole responsibility of CMAR and paid by CMAR.

2.8 Trade Names and Substitutions

- 2.8.1** Unless indicated that no substitutions are permitted, CMAR may request a substitution or alternative to Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number, subject to the following:
- 2.8.2** The substitution shall be submitted by CMAR in writing to the City.
- 2.8.3** CMAR shall certify that the substitution shall perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.
- 2.8.4** The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.
- 2.8.5** The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time

created by the substitution.

2.8.6 CMAR if requested by the City shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

2.8.7 The City shall make the final decision and shall notify CMAR in writing as to whether the substitution has been accepted or rejected.

2.8.8 If the City does not respond in a timely manner, CMAR shall continue to perform the Work in accordance with the Contract Documents and the substitution shall be considered rejected.

2.9 Project Record Documents

2.9.1 During the construction period, CMAR shall maintain at the Site a set of blueline, redline, or blackline prints of the Construction Document drawings and shop drawings to assist the CMAR in the creation of the Project Record Documents (As-Built Plan)s.

2.9.1.1 CMAR shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. CMAR shall give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings
- Depths of foundations below first floor
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order, Change Order Directive, Field Order, Record of Field Change, ASI's and RFI's.
- Addenda and other details not on original Agreement Drawings.

2.9.1.2 CMAR shall mark completely and accurately on the original Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location.

2.9.1.3 Unless otherwise agreed to by both parties, CMAR shall mark Project Record Drawings sets with red erasable colored pencil.

2.9.1.4 CMAR shall note RFI Numbers, ASI Numbers and Change Order numbers, etc., as required to identify the source of the change to the original Construction Documents.

2.9.1.5 CMAR shall, as a condition of Final Acceptance, retain an Arizona Licensed Civil Engineer to record and certify where installations varied from the original Construction Documents and to generate the Project Record Drawings (As-Built Plans) per the City's As-Built Checklist. The CMAR shall then submit As-Built Plans, sealed by the Engineer, to the City or its representative for review and comment.

2.9.2 Upon receipt of the reviewed Project Record Drawings from the City, CMAR and the retained Arizona Licensed Civil Engineer shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the City within 14 Days:

2.9.2.1 CMAR shall provide a complete set of electronic Project Record Drawings prepared in AutoCAD format compatible with City of Flagstaff CADD technology. The Design Professional shall provide files of the original Construction Documents to CMAR for the use of preparing these final Project Record Drawings or CMAR may contract with the Design Professional to revise and update the electronic drawing files. Each drawing shall be clearly marked with "As-Built Document."

2.9.2.2 CMAR shall provide a complete set of reproducible mylars from the final AutoCAD drawings.

2.9.2.3 CMAR shall provide the original copy of the Project Record Drawings (redline mark-ups).

2.10 Project Safety

2.10.1 CMAR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.10.2 CMAR assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.10.3 CMAR shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, CMAR's Safety Representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

2.10.4 The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with CMAR's personnel, Subcontractors and others as applicable.

2.10.5 CMAR and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.

2.10.6 CMAR shall immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.10.7 CMAR's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.11 Warranty

2.11.1 CMAR warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

2.11.2 CMAR's warranty obligation shall be for one (1) year, except for such greater period as may be required by the technical specifications.

- 2.11.3** Nothing in this warranty is intended to limit any manufacturer's warranty which provides The City with greater warranty rights than set forth in this Section or the Contract Documents. CMAR shall provide City with all manufacturers' warranties upon Substantial Completion.
- 2.11.4** Nothing in this warranty is intended to limit any other remedy at law that may be available to the City.
- 2.12 Correction of Defective Work**
- 2.13 .1** CMAR agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.12 above, within a period of one (1) year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents, or as may be available to the City by law. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work not in accordance with the Contract Documents.
- 2.12.2** During the performance of the Work, CMAR shall take meaningful steps to commence correction of such nonconforming Work as notified by the City or as discovered by CMAR. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps during the performance of the Work, City, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that City shall commence correction of such nonconforming Work with its own forces.
- 2.12.3** CMAR shall, take meaningful steps to commence correction of nonconforming Work subject to Section 2.12 and/or Section 2.13.1 above, within seven (7) days of receipt of written notice from City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps within such seven-day period, City, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that City shall commence correction of such nonconforming Work with its own forces. **2.12.4** If City does perform such corrective Work, CMAR shall be responsible for all reasonable costs incurred by City in performing such correction.
- 2.12.4** For nonconforming Work that creates an emergency requiring an immediate response, CMAR shall respond and initiate corrections within twenty-four hours.
- 2.12.5** The one year period referenced in Subsection 2.13.1 above applies only to CMAR's obligation to correct nonconforming Work relative to the warranty set forth in that section and is not intended to constitute a period of limitations for any other rights or remedies the City may have regarding CMAR's other obligations under the Contract Documents or as may be allowed by law.

Article 3 - The City's Services and Responsibilities

3.1 Duty to Cooperate.

- 3.1.1** City shall, throughout the performance of the Work, cooperate with CMAR and perform its responsibilities, obligations and services in a timely manner to facilitate CMAR's timely and efficient performance of the Work and so as not to delay or interfere with CMAR's performance of its obligations under the Contract Documents.

3.2 The City's Representative

- 3.2.1** City's Representative shall be responsible for providing City (as defined in Article I) supplied information and approvals in a timely manner to permit CMAR to fulfill its obligations under the Contract Documents.
- 3.2.2** City's Representative shall also provide CMAR with prompt notice if City's Representative observes any failure on the part of CMAR to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.
- 3.2.3** The City may utilize field inspectors to assist the City's Representative during construction in observing performance of CMAR. The inspector is for the purpose of assisting the City's Representative and should not be confused with an inspector with a City regulatory department.
 - 3.2.3.1** The field inspector shall be authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.
 - 3.2.3.2** The field inspector shall not be authorized to issue instructions contrary to the Construction Documents or to act as foreman for CMAR.
 - 3.2.3.3** The field inspector shall have the authority to reject work or materials until any questions at issue can be decided by the City's Representative.
 - 3.2.3.4** The furnishing of such services for the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for CMAR's failure to perform the work in accordance with Contract Documents.

3.3 Design Professional Services

- 3.3.1** The City may contract separately with one or more Design Professionals to provide construction administration of the Project. The Design Professional's Agreement as well as other firms hired by the City shall be available for review by CMAR. CMAR shall not have any right however, to limit or restrict any contract provisions and/or modifications that are mutually acceptable to the City and Design Professional.
- 3.3.2** The City may contract with the Design Professional to provide some or all of the following services during the performance of the Work.
 - 3.3.2.1** Provide oversight of the Work. The City and CMAR shall endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional.
 - 3.3.2.2** Conduct Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional shall keep the City informed of progress of the Work and any noted defects and deficiencies of the Work, and shall endeavor to guard the City against defects and deficiencies in the Work. The Design Professional may have authority to reject construction, which does not conform to the Construction Documents and to require additional inspection or testing of the construction in accordance with Section 2.7.
 - 3.3.2.3** Review and recommend approval of Payment Requests.

- 3.3.2.4 Review and approve or take other appropriate action upon CMAR's Submittals such as Shop Drawings, Product Data and Samples in accordance with Section 2.6.
- 3.3.2.5 Interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the City or CMAR. The Design Professional's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.
- 3.3.2.6 Prepare Change Orders, and may authorize minor changes in the Work as provided in Section 6.6.1.
- 3.3.2.7 Conduct inspections to determine Substantial Completion and Final Acceptance.
- 3.3.2.8 Receive and forward to the City for the City's review and records written warranties and related documents required by the Contract Documents and assembled by CMAR.
- 3.4 **City's Separate Contractors.** City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with CMAR in order to enable CMAR to timely complete the Work consistent with the Contract Documents.
- 3.5 **Permit Review and Inspections**
 - 3.5.1 If requested by CMAR, the City's Representative shall provide assistance and guidance in obtaining necessary reviews, permits and inspections, however, the responsibility for obtaining the necessary reviews, permits and inspections remains with CMAR.
 - 3.5.2 Regulating agencies of the City, such as Community Development, Fire, Planning, Building Inspection, Environmental Services, and Engineering Departments, enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the City under this Agreement.

Article 4 - Contract Time

- 4.0 **Contract Time.**
 - 4.0.1 Contract Time shall start with the Notice to Proceed ("NTP") with construction services and shall end with Substantial Completion.
 - 4.0.2 Where there is more than one GMP, each GMP shall establish a separate NTP date and a Performance Period. The Performance Periods for individual GMPs may be sequential or concurrent as established in the individual Notices to Proceed. The Performance Period for the GMP under this Agreement shall be **900** days starting with the NTP.
 - 4.0.3 CMAR agrees that it shall commence timely performance of the Work and shall achieve substantial completion within the Performance Periods and Contract Time.
 - 4.0.4 All of the times set forth in this Article 4 shall be subject to adjustment in accordance with Article 6.
 - 4.0.5 Time is of the essence, for times and time matters set forth in Article 4 and the rest of this Agreement.

Pursuant to Section 9.3 below, if, in the sole discretion of the Capital Improvements Department of the City of Flagstaff, the Project is not at Substantial Completion prior to the advent of adverse weather conditions, a Winter Shutdown shall occur during which no Work will be performed by any person or entity (including but not limited to the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the City reserves the right to initiate and terminate a Winter Shutdown at the City's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the City despite delays, *for any reason*, on the Project.

4.1 Substantial Completion

4.1.1 Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter or as may be mutually agreed by the parties in writing. Substantial Completion shall be in accordance with its definition in Article 1 and with the criteria set forth in the Notice to Proceed.

4.1.2 Prior to notifying the City in accordance to Section 4.1.3 below, CMAR shall inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. CMAR shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of CMAR to complete all Work in accordance *with the Contract Documents*.

4.1.3 CMAR shall notify City when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.

4.1.4 Within five (5) days of City's receipt of CMAR's notice, the City and CMAR shall jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

4.1.5 If such Work is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that shall set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed within thirty (30) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing City's and CMAR's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

4.1.6 City, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 4.1.5 above, (ii) CMAR and City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) City and CMAR agree that City's use or occupancy shall not interfere with CMAR's completion of the remaining Work.

4.2 Final Completion. Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance, City and CMAR shall jointly inspect to verify that the remaining items of Work have been completed as set forth in Section 4.1.5. The City shall issue a Final Completion Letter and payment pursuant to Section 7.5.

4.3 Liquidated Damages

4.3.1 CMAR understands that if Substantial Completion is not attained within the Contract Time as adjusted, the City shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Substantial Completion is not attained within the Contract Time as adjusted, CMAR shall pay the City \$1,420.00 per day as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.3.2 CMAR understands that if Final Completion is not attained within the Contract Time as adjusted, the City shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Final Completion is not attained within the Contract Time as adjusted, CMAR shall pay the City \$1,420.00 per day as liquidated damages for each Day that Final Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.4 Project Master Schedule

4.4.1 The Project Master Schedule approved as part of a GMP shall be updated and maintained throughout the Work by CMAR.

4.4.2 The Project Master Schedule shall be revised by CMAR as required by conditions and progress of the Work, but such revisions shall not relieve CMAR of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

4.4.3 Updated Project Master Schedules shall be submitted monthly by CMAR to the City as part of the Payment Request.

4.4.3.1 CMAR shall provide City with a monthly status report with each Project Master Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the GMP and within the Contract Time.

4.4.3.2 With Updated Project Master Schedules submitted CMAR shall include a transmittal letter including the following:

- Description of problem tasks (referenced to field instructions, requests for information (“RFI’s”), as appropriate.
- Current and anticipated delays including:
 - Cause of the delay
 - Corrective action and schedule adjustments to correct the delay
 - Known or potential impact of the delay on other activities, milestones, and/or the date of Substantial Completion
- Changes in construction sequence
- Pending items and status thereof including but not limited to:
 - Time Extension requests
 - Other items
- Substantial Completion date status:
 - If ahead of schedule, the number of calendar days ahead
 - If behind schedule, the number of calendar days behind
- Other project or scheduling concerns

- 4.4.4** City's review of and response to the Project Master Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve CMAR from compliance with the requirements of the Contract Documents or be construed as relieving CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.
- 4.4.5** The Project Master Schedule shall include a Critical Path Method ("CPM") diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.
- 4.4.5.1** The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.
- 4.4.5.2** The CPM diagram schedule shall indicate all relationships between activities.
- 4.4.5.3** The activities making up the schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.
- 4.4.5.4** The CPM diagram schedule shall be based upon activities, which would coincide with the Schedule of Values.
- 4.4.5.5** The CPM diagram schedule shall show all Submittals associated with each work activity and the review time for each submittal.
- 4.4.5.6** The schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with CMAR activities.
- 4.4.5.7** The schedule shall include a critical path activity that reflects anticipated weather delay during the performance of the Agreement. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data shall be based on the information set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.
- 4.4.6** The Project Master Schedule shall consider the City's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.
- 4.4.7** Float time shall be as prescribed below:
- 4.4.7.1** The total Float within the overall schedule, is not for the exclusive use of either the City or CMAR, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Agreement milestones and the Project completion date.
- 4.4.7.2** CMAR shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions shall be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date and then only if any such extensions or damages are shown to be justified under the Contract Documents.
- 4.4.7.3** Since Float time within the schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path Submittals

returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to CMAR, etc.). In such an event, CMAR shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

Article 5- Contract Price

5.0.1 CMAR agrees at his own cost and expense, to completely construct and install all Work and materials as called for by this Agreement, free and clear of all claims, liens and charges whatsoever, in the manner and under the conditions specified in the Contract Documents, within the time or times stated in the approved GMP.

5.1 Contract Price

5.1.1 The Contract Price shall be **\$6,588,283.00**, which includes a Guaranteed Maximum Price of \$6,439,394.00 and an Owner's Contingency of \$148,889.00 the sum of which is the Contract Price.

5.1.2 The Cost of the Work is actual costs and is a not-to-exceed reimbursable amount.

5.1.3 The General Conditions Costs will be included in the GMP as a not to exceed amount and paid for on actual costs based on submitted and approved invoices.

5.1.4 The Construction Fee is a firm fixed lump sum, and shall be paid monthly in accordance with the percentage of completion of the work.

5.1.5 Bonds are actual costs and are a not-to-exceed reimbursable amount.

5.1.6 Insurance is actual costs and is a not-to-exceed reimbursable amount.

5.1.7 Taxes are deemed to include all sales, use, consumer and other taxes, which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective, or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

5.2 Guaranteed Maximum Price

5.2.1 The Guaranteed Maximum Price is composed of the Cost of the Work; the General Conditions Costs; Construction Fee; bonds; insurance; taxes; and, CMAR's contingency all of which are either not-to-exceed cost reimbursable or lump sum amounts defined in Articles 5.1 and 5.3. A summary of the GMP with a total for each of the components previously listed and including the Owner's contingency and the Contract Price shall be presented per the format shown in the table located in Exhibit B – SAMPLE GMP SUMMARY TABLE. CMAR is at risk to cover any additional Project costs. If the Cost of Work amount, set forth in the GMP, is in excess of the actual Cost of Work and/or CMAR's Contingency, said amount by which the Cost of Work set forth in the GMP is in excess of the actual Cost of Work and/or CMAR's Contingency, shall revert to the City.

5.2.2 The GMP is subject to adjustments made in accordance with Article 6 and by GMP amendments to this Agreement.

5.2.3 GMP amendments are cumulative except for CMAR's Contingency. The amount of CMAR's Contingency for each GMP shall be negotiated separately.

5.2.4 If the GMP requires an adjustment due to changes in the scope of the Work the cost of such changes is determined subject to Article 6. The markups that may be allowed on such changes shall be no greater than the markups delineated in the approved GMP.

5.3 Contingencies

5.3.1 CMAR's Contingency is an amount CMAR may use at its sole discretion for an increase in the Cost of Work, legitimate unforeseen construction expenses, or expenses otherwise agreed to by the City, and for increases in General Conditions Costs with written approval of the City. CMAR's Contingency shall be included in the GMP amount provided by the CMAR, but all appropriate markups shall not be applied to the CMAR's Contingency at the time of GMP submission. At the time that the CMAR's Contingency is used the appropriate markups shall be applied, which shall only include Construction Fees, Bonds, Insurance, and Sales Tax. The CMAR shall submit a Field Order Proposal, with supporting itemized schedule and pricing documentation, for City review and confirmation of appropriate CMAR's Contingency use for the project and for verification that appropriate markups are applied. The City has the authority to reject any use of the CMAR's Contingency if the City believes in its reasonable judgement that a portion or all the proposed amount is not a legitimate expense for the Project.

5.3.2 When CMAR utilizes CMAR's Contingency funds, CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress payment request. CMAR shall deduct the amount of CMAR's Contingency funds used from CMAR's Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If CMAR's contingency funds are used for a new line item that was not given with the original Schedule of Values, these shall be so indicated.

5.3.3 Owner's Contingency are funds to be used at the sole discretion of the City to cover any increases in Project costs that result from City directed changes or unforeseen Site conditions. Owner's Contingency shall be added to the GMP amount provided by CMAR, the sum of which shall be the Contract Price for construction. At the time that Owner's Contingency is used, the appropriate markups shall be applied and shall only include Construction Fees, Bonds, Insurance, and Sales Tax.

5.4 Open Book. CMAR shall submit to the City upon request all payrolls, reports, estimates, records and any other data concerning the Work performed or to be performed or concerning materials supplied or to be supplied, as well as Subcontractor or Consultant payment applications or invoices and such Subcontractor's or Consultant progress payment checks. The requirements of this Section shall be included in all Agreements between CMAR and its Subcontractors and Consultants. The City may exercise its rights under this Section as often as reasonably necessary in the City's sole judgment to assure the City has a complete and accurate understanding of all Project costs.

Upon project closeout and immediately prior to the release of final payment, the CMAR shall provide to the City a Final Cost Report detailing all Project costs for each division of work with supporting documentation for materials, labor, equipment and other appurtenant items.

Article 6 - Changes to the Contract Price and Time

6.0 Delays to the Work

6.0.1 If CMAR is delayed in the performance of the Work that shall cause a change in the date of Substantial Completion due to acts, omissions, conditions, events, or circumstances beyond

its control and due to no fault of its own, or, those for whom CMAR is responsible, the Contract Times for performance shall be reasonably extended by Change Order. However, the City and the CMAR must agree on the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CMARs control and/or whether they are due to no fault of the CMAR, or those for whom CMAR is responsible; if the City and the CMAR do not agree, then an independent third party, selected by both parties, shall make the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CMARs control and/or whether they are due to no fault of the CMAR, or those for whom CMAR is responsible.

6.0.2 CMAR shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work within three (3) days of the occurrence of the delay. In the case of a continuing delay only one request is necessary.

6.0.3 By way of example, events that shall entitle CMAR to an extension of the Contract Time include acts or omissions of City or anyone under City's control (including separate Contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

6.0.4 If adverse weather conditions are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled Substantial Completion. All terms, conditions and definitions necessary for the application of this paragraph shall be as set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

6.0.5 It is understood, however, that permitting CMAR to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.

6.0.6 In addition to CMAR's right to a time extension for those events set forth in this Section, CMAR shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in this Section that are beyond the control of both CMAR and City, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God and shall not be adjusted absent a showing of actual damage.

6.0.7 The CMAR shall not be entitled to any adjustment to the Contract Time and or the Contract Price if the reasons for the requested adjustment could have been reasonably foreseen, given the CMAR's participation in the Preconstruction Phase or information provided in the Construction Documents.

6.1 Differing Site Conditions

6.1.1 If CMAR encounters a Differing Site Condition that could not have been reasonably foreseen, CMAR shall be entitled to an adjustment in the Contract Price and/or Contract Times to the extent CMAR's cost and/or time of performance are actually adversely impacted by the Differing Site Condition.

6.1.2 Upon encountering a Differing Site Condition, CMAR shall provide prompt written notice to City of such condition, which notice shall not be later than seven (7) days after such condition

has been encountered. CMAR shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.2 Errors, Discrepancies and Omissions

6.2.1 If CMAR observes errors, discrepancies or omissions in the Contract Documents, CMAR shall promptly notify the Design Professional and request clarification.

6.2.2 If CMAR proceeds with the Work affected by such errors, discrepancies or omissions, without receiving such clarifications, CMAR does so at its own risk. Adjustments involving such circumstances made by CMAR prior to clarification by the Design Professional shall be at CMAR's risk.

6.3 The City Requested Change in Work

6.3.1 The City reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the City's best interest.

6.3.2 Such alterations and changes shall not invalidate this Agreement nor release the surety and CMAR agrees to perform the Work as altered, the same as if it has been a part of the original Contract Documents.

6.3.3 The City shall request a proposal for a change in Work from CMAR, and an adjustment in the Contract Price and/or Contract Times shall be made based on a mutual agreed upon cost and time.

6.4 Legal Requirements. The Contract Price and/or Contract Times shall be adjusted to compensate CMAR for the effects of any changes in the Legal Requirements enacted after the date of their Agreement or the date of the GMP, affecting the performance of the Work

6.5 Change Directives and Change Orders

6.5.1 City and CMAR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Directive if any adjustments are appropriate. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.5.2 All changes in Work authorized by Change Directives and/or Change Orders shall be performed under the conditions of the Contract Documents.

6.6 Minor Changes in the Work

6.6.1 The City has authority to order minor changes in Work that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the City and CMAR. CMAR shall carry out such written orders promptly.

6.6.2 CMAR may make minor changes in Work, provided, however that CMAR shall promptly inform City, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by CMAR.

6.6.3 Minor changes in Work shall not involve an adjustment in the Contract Price and/or Contract Times.

6.7 Contract Price Adjustments

- 6.7.1** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:
- 6.7.1.1** Unit prices set forth in this Agreement or as subsequently agreed to between the parties;
- 6.7.1.2** A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by City; and
- 6.7.1.3** Costs, fees and any other markups.
- 6.7.2** The markups that shall be allowed on such changes shall be no greater than the markups delineated in the approved GMP as shown on Exhibit "B".
- 6.7.3** If an increase or decrease cannot be agreed to as set forth in Sections 6.7.1.1 through 6.7.1.3 above and City issues a Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in their Agreement. CMAR shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.
- 6.7.4** If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices shall cause substantial inequity to City or CMAR because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.
- 6.7.5** If City and CMAR disagree upon whether CMAR is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of Work or proposed changes to the Work, City and CMAR shall resolve the disagreement pursuant to Article 8 hereof.
- 6.7.5.1** As part of the negotiation process, CMAR shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City's interpretations.
- 6.7.5.2** If the parties are unable to agree and City expects CMAR to perform the services in accordance with City's interpretations, CMAR shall proceed to perform the disputed services, conditioned upon City issuing a written order to CMAR (i) directing CMAR to proceed and (ii) specifying City's interpretation of the services that are to be performed.
- 6.7.6** **Emergencies.** In any emergency affecting the safety of persons and/or property, CMAR shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Section shall be determined as provided in this Article.
- 6.7.7** **Force Majeure.** The parties acknowledge that there may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in temporary delay or permanent shut down of the work that is the subject of this Contract, as set forth in Exhibit B. This may be caused by such things as stay-at-home orders, loss of labor force, supply chain delays, and other impediments to timely delivery of the Contract.

The parties agree that there will be no claims arising from a temporary delay or permanent shut down caused by the events described above and that the City will pay no additional costs incurred as a result of such events.

The parties agree to act in good faith to extend the Contract completion date without any penalty to the Contractor and that the extension will be in an amount of time equal to any temporary delay. This term supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

Article 7- Procedure for Payment

7.0 For and in consideration of the faithful performance of the Work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the City and to the City's satisfaction, the City agrees to pay CMAR the actual Cost of the Work and any applicable General Conditions Costs including, insurance and bonding, taxes and CMAR's Construction Fee, but no more than the GMP as adjusted by any change orders. Payment for the specific Work under this Agreement shall be made in accordance with payment provisions detailed below.

7.1 GMP Payment Request

7.1.1 At the pre-construction conference prescribed in Section 2.4, CMAR shall submit for City's review and approval a Schedule of Values. The Schedule of Values shall serve as the basis for monthly progress payments made to CMAR throughout the Work.

7.1.2 At least five (5) working days prior to the date established for a Payment Request, CMAR shall submit an updated Project Master Schedule and meet with the City's Representative to review the progress of the Work as it shall be reflected on the Payment Request.

7.1.3 The Payment Request shall constitute CMAR's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and that title to all Work shall pass to City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project.

The Payment Request shall include, at a minimum:

1. Monthly Executive summary detailing work completed during the pay period, a statement addressing the project budget and schedule and the items of work anticipated for the upcoming pay period
2. Current critical path schedule
3. Pay application cover sheet, detailed schedule of values and conditional lien waivers upon release of progress payment
4. Subcontractor and Supplier invoices and conditional lien waivers for current pay period
5. General Conditions invoices for current pay period
6. Daily Reports for current pay period
7. Weekly reports for current pay period
8. Project meeting minutes for current pay period
9. Certified payroll reports- alphabetical by subcontractor (when required for Davis Bacon projects)

7.1.4 The Payment Request may request payment for stored equipment and materials if construction progress is in reasonable conformance with the approved schedule.

7.1.4.1 For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and City shall receive the equipment and materials free and clear of all liens and encumbrances.

- 7.1.4.2** For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within Coconino County or other Sites as may be approved and be accessible for City's inspection. CMAR must establish City title to such materials and equipment or otherwise protect the City's interest and shall include applicable insurance, bonding, storage and transportation to the Site.
- 7.1.4.3** All bonds and insurance required for stored materials shall name the City as the loss payee to the extent of its interest in the stored materials.
- 7.1.5** CMAR shall submit to City on a monthly basis either on the first of the month for payment on the 15th or on the 19th of the month for payment on the 30th or 31st. If the payment date is on a Saturday, payment shall be on Friday. If the payment date is on a Sunday, payment shall be on Monday.
- 7.2 Payment of GMP**
- 7.2.1** City shall make payment in accordance with A.R.S. §34-607. Payment shall be made no later than fourteen (14) days after the Payment Request is certified and approved, but in each case less the total of payments previously made, and less amounts properly retained under Section 7.3 below.
- 7.2.2** City shall pay CMAR all amounts properly due. If City determines that CMAR is not entitled to all or part of a Payment Request, it shall notify CMAR in writing within (7) days after the date Payment Request is received by the City. The notice shall indicate the specific amounts City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CMAR shall take to rectify City's concerns. CMAR and City shall attempt to resolve City's concerns. If the parties cannot resolve such concerns, CMAR may pursue its rights under the Contract Documents, including those under Article 8 hereof.
- 7.3 Retention of GMP**
- 7.3.1** City shall retain ten percent (10%) of each Payment Request amount provided. When fifty percent (50%) of the Work has been completed by CMAR, upon request of CMAR, City may reduce the amount retained to five percent (5%) from CMAR's subsequent Payment Requests if CMAR's performance of Work has been satisfactory.
- 7.3.2** In lieu of retention, CMAR may provide as a substitute, an assignment of time certificates of deposit (CDs) from a bank licensed by the State of Arizona, securities of or guaranteed by the United States of America, securities of counties, municipalities and school districts within the State of Arizona or shares of savings and loan institutions authorized to transact business in Arizona.
- 7.3.2.1** CDs assigned to the City must be maintained at the City's single servicing bank, in the form of time deposit receipt accounts.
- 7.3.2.2** Securities deposited in lieu of retention must be deposited into a separate account with a bank within the State of Arizona.
- 7.3.2.3** CDs and Securities shall be assigned exclusively for the benefit of the City of Flagstaff pursuant to the City's form of Escrow Agreement. Escrow Agreement forms may be obtained from the Purchasing Department by contacting Patrick Brown, Senior Procurement Specialist.
- 7.4 Substantial Completion.** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, City shall release to CMAR all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount up to two and one-half (2.5) times the reasonable value of all remaining or incomplete items of Work as

noted in the Certificate of Substantial Completion.

7.5

7.6 Final Payment

7.6.1 After receipt of a final Payment Request, City shall make final payment within sixty (60) days, provided that CMAR has completed all of the Work in conformance with the Contract Documents and a Final Completion Letter has been issued by the City.

7.6.2 At the time of submission of its final Payment Request, CMAR shall provide the following information:

7.6.2.1 An affidavit affirming that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which shall in any way affect City's interests;

7.6.2.2 A general release executed by CMAR waiving, upon receipt of final payment by CMAR, all claims, except those claims previously made in writing to City and remaining unsettled at the time of final payment; and

7.6.2.3 Consent of CMAR's surety, if any, to final payment.

7.6.2.4 Should the project be completed for less than the original Contract Price, the CMAR shall provide the City with the reimbursements from the Bond Company for the actual costs of the project.

7.7 Payments To Subcontractors or Suppliers

7.7.1 CMAR shall pay its Subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the City. CMAR shall pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to CMAR shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. CMAR shall pay Subcontractors or suppliers the reduced retention within fourteen (14) calendar days of the payment of the reduction of the retention to CMAR. No agreement between CMAR and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein.

7.7.2 If CMAR fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and CMAR agrees that the City may take such actions:

7.7.2.1 Hold CMAR in default under this Agreement;

7.7.2.2 Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;

7.7.2.3 Reject all future offers to perform work for the City from CMAR for a period not to exceed one (1) year from Substantial Completion date of this Project; or

7.7.2.4 Terminate this Agreement.

7.7.3 If CMAR's payment to a Subcontractor or supplier is in dispute, it shall act in compliance with A.R.S. § 32-1129.02(D) and related statutes as amended, and shall further hold the City harmless from any ensuing damages, claims or costs.

7.7.4 Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification

of the requirements of this Section or of any of the terms or provisions thereof.

7.7.5 CMAR shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

7.8 Record Keeping and Finance Controls

7.8.1 Records of CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CMAR shall be kept on a generally recognized accounting basis and shall be available for five (5) years after Final Completion of the Project.

7.8.2 The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders.

7.8.3 The City reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of CMAR's records, the audit discloses CMAR has provided false, misleading, or inaccurate cost and pricing data.

7.8.4 CMAR shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

7.8.5 The City reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in Subconsultant's and Subcontractor's Agreements, and one or more Subconsultants and/or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

7.8.6 Records and Retention Requirements: The City and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine CMAR's records related to this Agreement. CMAR shall comply with the City of Flagstaff's records retention policy. This record retention requirement shall remain in effect following expiration of the Agreement or termination of the Agreement by either Party.

Article 8- Claims and Disputes

8.0 Requests for Agreement Adjustments and Relief.

8.0.1 If either CMAR or City believes that it is entitled to relief against the other for any event arising out of or related to Work, such party shall provide written notice to the other party of the basis for its claim for relief.

8.0.2 Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.

8.0.3 In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed fourteen (14) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.

8.0.4 Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

8.1 Dispute Avoidance and Resolution

- 8.1.1** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CMAR and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.
- 8.1.2** CMAR and City shall first attempt to resolve disputes or disagreements at the field level through discussions between CMAR's Representative and City's Representative.
- 8.1.3** If a dispute or disagreement cannot be resolved through CMAR's Representative and City's Representative, CMAR's Senior Representative and City's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties shall exchange relevant information that shall assist the parties in resolving their dispute or disagreement.
- 8.1.4** Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement shall be filed in the Coconino County Superior Court and Arizona law shall apply and control. 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 shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

8.2 Duty to Continue Performance. Unless provided to the contrary in the Contract Documents, CMAR shall continue to perform the Work and City shall continue to satisfy its payment obligations to CMAR, pending the final resolution of any dispute or disagreement between CMAR and City.

8.3 Representatives of the Parties

8.3.1 The City's Representatives

8.3.1.1 City designates the individual listed below or his designee as its Senior Representative ("City's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 8.1.3:

Rick Barrett, City Engineer
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2675

8.3.1.2 City designates the individual listed below as its City's Representative, which individual has the authority and responsibility set forth in Section 8.1.2:

Eli Reisner, Capital Project Manager
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2679

8.3.2 CMAR's Representatives

8.3.2.1 CMAR designates the individual listed below as its Senior Representative ("CMAR's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 8.1.3:

Marco Spagnuolo, CEO/Owner
3100 Cadent Ct.
Flagstaff, AZ 86004
(928) 526-8587

8.3.2.2 CMAR designates the individual listed below as its CMAR's Representative, which individual has the authority and responsibility set forth in Section 8.1.2:

Jason Woods, Senior Project Manager
3100 Cadent Ct.
Flagstaff, AZ 86004
(928) 526-8587

Article 9 – Suspension and Termination

9.0 City's Right to Stop Work

9.0.1 City may, at its discretion and without cause, order CMAR in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

9.0.2 CMAR may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by City.

9.1 Termination for Convenience

9.1.1 The City may terminate this Agreement at any time for any reason by giving at least thirty (30) days written notice to the CMAR. In such event, City shall pay CMAR only the direct value of its completed Work and materials supplied as of the date of termination. CMAR shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead.

9.1.2 If the City suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.

9.1.3 Upon such notice of termination for convenience, CMAR shall proceed with the following obligations:

9.1.3.1 Stop Work as specified in the notice.

9.1.3.2 Place no further subcontracts or orders.

9.1.3.3 Terminate all subcontracts to the extent they relate to the Work terminated. CMAR shall ensure that all subcontracts contain this same termination for convenience provision set forth in Section 9.1 et seq.

9.1.3.4 At the City's sole discretion and if requested in writing by the City, assign to the City all rights, title and interest of CMAR under the subcontracts subject to termination.

- 9.1.3.5** Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of CMAR and in which the City has or may acquire an interest.
- 9.1.4** CMAR shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.
- 9.1.5** The City shall pay CMAR the following:
- 9.1.5.1** The direct value of its completed Work and materials supplied as of the date of termination.
- 9.1.5.2** The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from CMAR's failure to perform as required under this Agreement.
- 9.1.5.3** CMAR shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that CMAR would have sustained a loss on the entire Work had they been completed, CMAR shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.
- 9.1.6** CMAR shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.
- 9.2 The City's Right to Perform and Terminate for Cause**
- 9.2.1** If the City provides CMAR with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and CMAR fails to comply in a time frame specified, the City may have work accomplished by other sources at [CMAR's](#) sole expense.
- 9.2.2** If CMAR persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Subsections 9.2.3 and 9.2.4 below.
- 9.2.3** Upon the occurrence of an event set forth in Subsection 9.2.2 above, City may provide written notice to CMAR that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of CMAR's receipt of such notice.
- 9.2.3.1** If CMAR fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to CMAR of its intent to terminate within an additional seven (7) day period.
- 9.2.3.2** If CMAR, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then City may declare this Agreement terminated for default by providing written notice to CMAR of such declaration.
- 9.2.4** Upon declaring this Agreement terminated pursuant to Subsection 9.2.3.2 above, City may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which CMAR hereby transfers,

assigns and conveys to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

- 9.2.5** In the event of such termination, CMAR shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, CMAR shall only be entitled to be paid for Work performed and accepted by the City prior to its default.
- 9.2.6** If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CMAR shall be obligated to pay the difference to City. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by City in connection with the procurement and defense of claims arising from CMAR's default.
- 9.2.7** If City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of Section 9.1.

9.3 Maintenance During Winter Shutdown of Work; Snow Removal

- 9.3.1 The Capital Improvement Division of the** City of Flagstaff retains the right to declare a Winter Shutdown when, in the opinion of the City, it would be unreasonable to continue Work due to adverse weather conditions. The Winter Shutdown determination is at the sole discretion of the City. If Work has been suspended due to winter weather, the CMAR shall be responsible for maintenance and protection of the improvements and of partially completed portions of the Work until final acceptance of the project. Winter Shutdown shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, the CMAR is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the repairs and/or maintenance and deduct the cost from monies due or become due to the CMAR.
- 9.3.2** The City shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the Contractor. All cost associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations.
- 9.3.3** Upon termination of the Winter Shutdown by the City, the CMAR shall have the right to complete the Work and the Project.
- 9.3.4** The CMAR shall be solely responsible for any and all costs incurred either as a direct or indirect result of a Winter Shutdown, and shall hold the City harmless from the same.

Article 10 - Insurance and Bonds

10.0 Insurance Requirements

- 10.0.1** CMAR and Subcontractors 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 CMAR, its agents, representatives, employees or Subcontractors.
- 10.0.2** The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

10.0.3 The City in no way warrants that the minimum limits contained herein are sufficient to protect CMAR from liabilities that might arise out of the performance of the work under this Agreement by CMAR, its agents, representatives, employees, or subcontractors. CMAR is free to purchase such additional insurance as may be determined necessary.

10.1 Minimum Scope and Limits of Insurance. CMAR shall provide coverage with limits of liability not less than those stated below:

10.1.1 Commercial General Liability – Occurrence Form

- General Aggregate/for this Project \$2,000,000/\$1,000,000
- Products – Completed Operations Aggregate \$1,000,000

- Each Occurrence \$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR."**

Additional Insured Status. The insurance coverage, except Workers' Compensation, required by this Agreement, shall name the CITY, its agents, representatives, directors, officials, employees, and officers, as additional insured AND be accompanied by the required endorsement. Such evidence of additional insured status shall be subject to the approval of the Risk Management Department of the City of Flagstaff. The absence of acceptable insurance and endorsement shall be deemed a breach of this agreement.

10.1.2 Automobile Liability - Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.
Combined Single Limit ("CSL") \$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR, including automobiles owned, leased, hired or borrowed by CMAR."**

10.1.3 Worker's Compensation: The CMAR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes.

10.1.4 Builders' Risk Insurance or Installation Floater \$7,000,000.00
In an amount equal to the initial Contract Price plus additional coverage equal to Contract Price for all subsequent change orders.

10.1.4.1 The City of Flagstaff, CMAR, Subcontractors, Design Professional and Design Professional's consultant and any others with an insurable interest in the Work shall be **Named Insureds** on the policy.

10.1.4.2 Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement.**

10.1.4.3 Coverage shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or, (ii) until no person or entity, other than the City of Flagstaff, has an insurable interest in the property required to be covered.

10.1.4.4 Coverage shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

- 10.1.4.5** CMAR shall provide coverage from the time any covered property becomes the responsibility of CMAR, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation Site, or awaiting installation, whether on or off Site.
- 10.1.4.6** Coverage shall contain a **waiver of subrogation** against the City of Flagstaff.
- 10.1.4.7** CMAR is responsible for the payment of all policy deductibles.
- 10.1.5 Umbrella/Excess Liability Insurance not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that “follows form” and applies in excess of the Commercial General Liability, Automobile Liability as required above.
- 10.2 Additional Insurance Requirements.** The policies shall include, or be endorsed to include, the following provisions:
- 10.2.1** The City, its officers, officials, agents, employees and volunteers shall be additional insured to the full limits of liability purchased by CMAR even if those limits of liability are in excess of those required by this Agreement.
- 10.2.2** CMAR's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 10.2.3** Coverage provided by CMAR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 10.2.4** The policies shall contain a Waiver of Subrogation against the City, its officers, officials, agents, and employees for losses arising from work performed by the CMAR for the City.
- 10.3 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, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to the City Purchasing Department, attention Patrick Brown, Senior Procurement Specialist, and shall be sent by certified mail, return receipt requested.
- 10.4 Acceptability of Insurers.** Insurance is to be placed with insurers who are duly licensed companies in the State of Arizona with an “A.M. Best” rating of A-7, or as approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect CMAR from potential insurer insolvency.
- 10.5 Verification Of Coverage**
- 10.5.1** CMAR 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 are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- 10.5.2** All Certificates of Insurance and endorsements are to 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 the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

- 10.5.3** All Certificates of Insurance required by this Agreement shall be sent directly to City's Purchasing Department, attention Patrick Brown, Senior Procurement Specialist. The City project/contract number and project description shall be noted on the Certificate of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.
- 10.5.4** **If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the City's requirements, the CMAR must:**
- **Submit a current Certificate of Insurance (dated within fifteen (15) days of the payment request submittal) with each payment request form. The payment request shall be rejected if the Certificate of Insurance is not submitted with the payment request.**
- 10.6** **Subcontractors.** CMAR's Certificate(s) of Insurance shall include all Subcontractors as additional insureds under its policies. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
- 10.7** **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 contract amendment, but may be made by administrative action.
- 10.8** **Bonds and Other Performance Security.**
- 10.8.1** Prior to execution of this Agreement, CMAR shall provide a performance bond and a labor and materials bond, each in an amount equal to the Contract Price.
- 10.8.2** Each such bond shall be executed by a surety company, or companies, holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two (2) years prior to the execution of this Agreement.
- 10.8.3** The bonds shall be made payable and acceptable to the City of Flagstaff.
- 10.8.4** The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in Arizona, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.
- 10.8.4.1** If one Power of Attorney is submitted, it shall be for twice the total GMP amount.
- 10.8.4.2** If two Powers of Attorney are submitted, each shall be for the total GMP amount. Personal or individual bonds are not acceptable.
- 10.8.5** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, CMAR shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- 10.8.6** All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of "A-, 7, or better for the prior four quarters" by the A.M. Best Company.
- 10.8.7** Should the project be completed for less than the original Contract Price, the CMAR shall provide the City with the reimbursements from the Bond Company for the actual costs of the project.

Article 11 - Indemnification

11.1 CMAR's Liability and Indemnification.

11.1.1 To the fullest extent permitted by law, CMAR shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent, reckless, or intentional acts, errors, mistakes, omissions, work or services of CMAR, its employees, agents, or any tier of subcontractors in the performance of this Agreement. CMAR's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of CMAR or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services CMAR may be legally liable.

The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnity in this paragraph.

Article 12 – General Provisions

12.1 Contract Documents

12.1.1 Contract Documents are as defined in Article 1. This Agreement, Plans, Standard Specifications and Details, Special Provisions, Addenda (if any) and used as the basis for the Guaranteed Maximum Price Proposal and Contract Price, as accepted by the Mayor and Council per Council Minutes **5th day of May, 2020**, Performance Bond, Payment Bond, Certificates of Insurance, Construction Documents and Change Orders (if any) are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

12.1.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

12.1.3 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents in Article 1.

12.1.3.1 On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.

12.1.3.2 Specifications take precedence over Plans.

12.1.3.3 In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Design Phase Agreement, the Contract Documents take precedence over the Design Phase Agreement

12.1.4 The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.1.5 The Contract Documents form the entire agreement between City and CMAR and by

incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

- 12.2 Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.
- 12.3 Time is of the Essence.** City and CMAR mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.
- 12.4 Mutual Obligations.** City and CMAR commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.
- 12.5 Cooperation and Further Documentation.** CMAR agrees to provide the City such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.
- 12.6 Assignment.** CMAR shall not, without the written consent of the City, assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents. Notwithstanding the City's consent to assignment, CMAR as Assignor, and the Assignee shall both remain liable under all rights, obligations, terms, and conditions of this Agreement.
- 12.7 Successorship.** CMAR and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.
- 12.8 Third Party Beneficiary.** Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and CMAR, and all duties and responsibilities undertaken pursuant to the Contract Documents shall be for the sole and exclusive benefit of City and CMAR and not for the benefit of any other party.
- 12.9 Governing Law.** This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed, in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in the Superior Court, Coconino County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.
- 12.10 Severability.** If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 12.11 Compliance with All Laws.** CMAR will comply with all applicable Federal, State, County and City laws, regulations and policies, including but not limited to the mandatory statutory provisions in Exhibit __, attached and made a part of this Agreement. CMAR understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. CMAR agrees to comply with these laws in performing the Contract Documents and to permit the City to verify such compliance.
- 12.12 Legal Requirements.** CMAR shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.
- 12.13 Construction Documents.** It is not CMAR's responsibility to ascertain that the Construction

Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if CMAR recognizes that portions of the Construction Documents are at variance therewith, CMAR shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency.

- 12.14 Independent Contractor.** CMAR is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct CMAR as to the details of accomplishing the Work or to exercise a measure of control over the Work means that CMAR shall follow the wishes of the City as to the results of the Work only. These results shall comply with all applicable laws and ordinances.
- 12.15 The City's Right of Cancellation.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
- 12.16 Survival.** All warranties, representations and indemnifications by CMAR shall survive the completion or termination of this Agreement.
- 12.17 Covenant against Contingent Fees.** CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of City has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.
- 12.18 No Waiver.** The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.
- 12.19 Notice.**
- 12.19.1** Many notices or demands required to be given, pursuant to the terms of this Agreement, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below **and** to legal counsel for the party to whom the notice is being given.

to CMAR:

Marco Spagnuolo, CEO/Owner
3100 Cadent Ct.
Flagstaff, AZ 86004
(928) 526-8587

to City:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Patrick Brown, Purchasing Director
Phone: (928) 213-2277

With a copy to:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Eli Reisner, Capital Project Manager
Phone: (928) 213-2679

Design Professional:

Julie Leid, P.E.
110 N Agassiz Street
Flagstaff, AZ 86001
Phone: (928) 774-4046

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

- 12.19.2** Notices Related to Payment, Securities-in-lieu, Bonds. Any notice, request, instruction or other document to be given under this Agreement by any party to any other party related to payment, securities-in-lieu, bonds or other instrument securing the performance of this Agreement, including but not limited to, bid bonds, performance bonds, payment bonds or letters of credit, shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to Contractor:

Marco Spagnuolo, CEO/Owner
3100 Cadent Ct.
Flagstaff, AZ 86004
(928) 526-8587

to City:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Patrick Brown, Purchasing Director
Phone: (928) 213-2277

With copies to:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Eli Reisner, Capital Project Manager
Phone: (928) 213-2679

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver

because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

12.20 Confidentiality of Plans and Specifications

12.20.1 Any plans or specifications regarding this Project shall be for official use only. [CMAR](#) shall not share them with others except as required to fulfill the obligations of this Agreement with the City.

12.20.2 All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by CMAR shall include the following language: "These plans are for official use only and may not be shared with others except as required to fulfill the obligations of the Street Maintenance Program 2011 Project Agreement with the City of Flagstaff."

12.21 CMAR and Subcontractor Employee Security Inquiries. The parties acknowledge that security measures required in this Section are necessary in order to preserve and protect the public health, safety and welfare. In addition to the specific measures set forth below, CMAR shall take such other measures, as it deems reasonable and necessary to further preserve and protect the public health, safety and welfare.

12.21.1 Security Inquiries. CMAR acknowledges that all of the employees that it provides pursuant to this Agreement shall be subject to background and security checks and screening ("Security Inquiries"). CMAR shall perform all such security inquiries and shall make the results available to City for all employees considered for performing work (including supervision and oversight) under this Agreement. City may make further security inquiries. Whether or not further security inquiries are made by City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by CMAR for performing work under this Agreement. Employees rejected by City for performing services under this Agreement may still be engaged by CMAR for other work not involving the City. An employee rejected for work under this Agreement shall not be proposed to perform work under other City Agreements or engagements without City's prior approval.

12.21.2 Criteria for Evaluating Security Inquiries. Once formally adopted by City, criteria for excluding an individual from performing work under this Agreement shall be communicated by City to CMAR and used by CMAR as a factor in making its decision. Prior to such adoption, CMAR shall use its best judgment in making its decision using, among other criteria, applicable law, administrative regulations of federal, state and local agencies concerned with work performed under this Agreement, specific local concerns that deal with the specific work and work location(s) of the Project, and standards used by City in evaluating its own personnel.

12.21.3 Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the right to: (1) have an employee/prospective employee of CMAR be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of CMAR 's employees and/or prospective employees; and, (4) object, at any time and for any reason, to an employee of CMAR performing work (including supervision and oversight) under this Agreement.

12.21.4 Background and Security-Contracts and Subcontracts. CMAR shall include the security inquiry terms of this Section for employee background and security checks and screening in all contracts and subcontracts for work performed under this Agreement, including supervision and oversight.

12.21.5 Materiality of Security Inquiry Provisions. The security inquiry provisions of this Agreement, as set forth above, are material to City 's entry into this Agreement and any breach thereof by CMAR may, at City's sole and unfettered discretion, be considered to be a breach of contract of sufficient magnitude to terminate this Agreement. Such termination shall subject CMAR to liability for its breach of this Agreement.

12.22 Hazardous Materials

- 12.22.1** Unless included in the Work, if CMAR encounters material on the Site which it reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by applicable law, it shall immediately stop work and report the condition to the City.
- 12.22.2** If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by applicable law, CMAR shall not resume work in the affected area until the material has been abated or rendered harmless. CMAR and the City may agree, in writing, to continue work in non-affected areas on the Site.
- 12.22.3** An extension of Contract Time may be granted in accordance with Article 6.
- 12.22.4** CMAR shall comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.
- 12.23 Computer Systems.** CMAR shall warrant fault-free performance in the processing of date and date-related data including, but not limited to calculating, comparing, and sequencing by all equipment and software products, individually and in combination, from the commencement of the Work. Fault-free performance shall include the manipulation of data when dates are in the 20th or 21st centuries and shall be transparent to the user. Failure to comply with "Year 2000" requirements shall be considered a breach of this Agreement.
- 12.24 Traffic Control.** CMAR shall comply with all provisions of the latest version of the Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.

THE CITY OF FLAGSTAFF, ARIZONA

Coconino Estates Improvements Phase I - South

Project No. 03-18005, Agreement No. 2019-37

IN WITNESS WHEREOF, two (2) identical counterparts of this Agreement each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

CMAR agrees that this Agreement, as awarded, is for the stated Work and understands that payment for the total Work shall be made on the basis of the indicated amount(s), per the terms and conditions of this Agreement.

Contract Price

Six million five hundred eighty-eight thousand two hundred eighty-three dollars

\$6,588,283.00

THE CITY OF FLAGSTAFF, ARIZONA

EAGLE MOUNTAIN CONSTRUCTION

By: _____
Greg Clifton, City Manager

By: _____

Title: _____

(Corporate Seal)

ATTEST:

City Clerk

ATTEST: (Signature and Title)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A - PROJECT DESCRIPTION

The project is located on three streets in the Coconino Estates neighborhood in west Flagstaff, Arizona and can be generally described as a utility and roadway improvements project. The three streets are listed below:

W. Beal Road – N. Rockridge Road to N. Fort Valley Road
N. Navajo Drive – W. Beal Road to W. Navajo Road
W. Navajo Road – N. Navajo Drive to N. Fort Valley Road

CMAR Construction Phase Services include coordination with various agencies, residents, and the public while performing the construction of the proposed improvements per the approved construction documents at the contracted GMP. The anticipated services include but are not limited to the following:

- Participate in a Pre-Construction Meeting.
- Perform and provide a preconstruction video and or images of the site and adjacent properties.
- Prior to construction of the project provide or acquire all documents necessary to construct the project including:
 - Bonds, Insurance, Permits, Traffic Control Plan, Material Submittals, etc.
 - Permit fees paid for by the City of Flagstaff
 - Bond and insure the construction in accordance with state and city requirements.
- Construct improvements per the approved construction documents.
- Self-perform at least 45% of the work as set forth in ARS 34-605 (G) 2 and solicit bids from qualified subcontractors to perform applicable portions of the work.
- Coordinate inspections and testing of all work including City Inspections & Testing.
- Coordinate weekly construction meetings.
- Maintain and update Project Master Schedule.
 - Identify activity sequencing, durations and milestone dates.
- Insure record As-built Drawings are kept current, accurate, and developed per the Owners standards.
- Procurement of materials and services.
- Notify the Owner, Residents, Emergency Responders, and other agencies as necessary of road closures and alternate traffic routes.
- Coordinate and meet with FUSD, NAIPTA, ADOT, local businesses, the neighborhood, the community, and other project stakeholders to discuss or perform items such as:
 - Sequencing of activities to mitigate impacts and disruptions from construction activities.
 - Pre-construction interface.
 - Continuous involvement/notification during construction to address issues and concerns related to construction impacts.
- Schedule and manage site operations.
- Update traffic control, parking, and routing of traffic (vehicular, bicycle & pedestrian) as necessary.
- Plan and implement access for neighborhood residents and businesses during project.
- Provide for uninterrupted delivery of mail and packages, pick up of solid waste and recycle.
- Provide all construction surveying and staking.
- Maintain a safe work site.

EXHIBIT B – GUARENTEED MAXIMUM PRICE (GMP)

Attached as separate document



Project: Coconino Estates Improvements Phase I CMAR - South Portion - GMP
Project #: 03-18005
Dwgs: PEAK Engineering - Final II, stamped 3/23/20
Submitted: 4/22/2020

			South Portion - GMP			
EMC #	Keynote	DESCRIPTION	QTY	Unit	Unit Cost	Subtotal
ROADWAY REMOVALS						
1000	001	Sawcut, remove & dispose asphaltic concrete pavement	18,285	SY	\$ 6.70	\$ 122,509.50
1000A		<i>Over Ex & Haul-Off New AC Subgrade</i>	17,380	SY	\$ 10.50	\$ 182,490.00
1000B		<i>Over Ex & Haul-Off New C&G, Sidewalk, Driveway Subgrade</i>	7,672	SY	\$ 10.80	\$ 82,857.60
1010	002	Remove & dispose portland cement concrete	26,140	SF	\$ 2.85	\$ 74,499.00
1020	003	Remove & dispose concrete curb & gutter	8,075	LF	\$ 2.70	\$ 21,802.50
1030	004	Remove & dispose concrete valley gutter	3,265	SF	\$ 2.15	\$ 7,019.75
1040	020	Remove, salvage and store pavers	1,890	SF	\$ 14.00	\$ 26,460.00
1050	021	Remove & dispose wall	120	LF	\$ 33.00	\$ 3,960.00
1060	025	Remove & dispose post & footing; salvage sign	12	EA	\$ 80.00	\$ 960.00
1070	030	Remove & dispose mailbox and post	1	LS	\$ 990.00	\$ 990.00
1080	070	Remove & Dispose Street Light	11	EA	\$ 750.00	\$ 8,250.00
1100	081	Remove tree and stump >12" dia.	5	EA	\$ 2,065.00	\$ 10,325.00
Subtotal:						\$ 542,123.35
RELOCATIONS & ADJUSTMENTS						
1200	101	Reinstall sign with new post and footing	11	EA	\$ 265.00	\$ 2,915.00
1210	103	Relocate library box and install new foundation	1	EA	\$ 850.00	\$ 850.00
1213	105	Relocate sign onto light pole	5	EA	\$ 75.00	\$ 375.00
1215	120	Relocate mailbox	2	EA	\$ 265.00	\$ 530.00
1220	130	Adjust valve box & cover	34	EA	\$ 700.00	\$ 23,800.00
1230	140	Adjust manhole frame & cover	24	EA	\$ 800.00	\$ 19,200.00
1240	170	Relocate fence	70	LF	\$ 125.00	\$ 8,750.00
Subtotal:						\$ 56,420.00
ROADWAY CONSTRUCTION						
1500	201	4.5" AC / 12" ABC pavement / Geogrid / Filter fabric	7,181	SY	\$ 63.40	\$ 455,275.40
1505		4" AC / 3" ABC	0	SY	\$ 43.50	\$ -
1510	202	6" AC / 12" ABC pavement / Geogrid / Filter fabric	8,656	SY	\$ 68.20	\$ 590,339.20
1520	203	Type A MAG vertical curb & gutter	8,005	LF	\$ 26.50	\$ 212,132.50
1530	204	Type D ADOT Curb & Gutter	130	LF	\$ 38.70	\$ 5,031.00
1540	205	Type A MAG Single Curb	415	LF	\$ 26.50	\$ 10,997.50
1550	206	Type F MAG Mountable Curb & Gutter	15	LF	\$ 29.80	\$ 447.00
1560	207	Type C MAG Roll Curb & Gutter	40	LF	\$ 29.80	\$ 1,192.00
1570	209	5' Wide T-Top Trench	140	LF	\$ 82.65	\$ 11,571.00
1580	210	4" PCC / 3" ABC sidewalk	27,165	SF	\$ 8.40	\$ 228,186.00
1590	211	Curb Ramp , 15' R or 20' R	18	EA	\$ 400.00	\$ 7,200.00
1600	212	ADOT Sidewalk Ramp	3	EA	\$ 2,455.00	\$ 7,365.00
1610	213	MAG Parallel Curb Ramp -238-2	2	EA	\$ 730.00	\$ 1,460.00
1620	214	MAG Sidewalk Ramp 238-1	1	EA	\$ 1,310.00	\$ 1,310.00
1630	220	MAG Curb Transition	15	NPI	\$ -	\$ -
1640	221	ADOT Curb Transistion	4	NPI	\$ -	\$ -
1650	222	Curb Termination MAG 222	18	NPI	\$ -	\$ -
1670	230	6" PCC / 3" ABC Residential Driveway	14,165	SF	\$ 11.25	\$ 159,356.25
1680	240	6" PCC / 3" ABC Driveway Match-up	13,940	SF	\$ 13.35	\$ 186,099.00
1690	241	3" AC/4" ABC Driveway Match	48	SY	\$ 50.90	\$ 2,443.20
1700	242	Paver Driveway/Walkway Match-up	1,467	SF	\$ 15.00	\$ 22,005.00
1730	250	Valley Gutter	6,565	SF	\$ 13.30	\$ 87,314.50
1740	251	Concrete spillway	50	SF	\$ 15.00	\$ 750.00
1750	252	2' Wide Scupper MAG 203	6	EA	\$ 1,615.00	\$ 9,690.00
1760	253	Curb Opening	1	NPI	\$ -	\$ -
1770	254	4" Drain Pipe	5	LF	\$ 12.00	\$ 60.00
1790	280	Survey monument, Type A	1	LS	\$ 10,170.00	\$ 10,170.00
1800	290	2.5" Schedule 40 PVC Conduit	2,640	LF	\$ 16.00	\$ 42,240.00
1810	291	No. 7 Electrical Pull Box	11	EA	\$ 610.00	\$ 6,710.00
1820	292	New light pole, mast arm, & luminaire	11	EA	\$ 7,500.00	\$ 82,500.00
1825	293	Communication and Electrical conduit bank	125	LF	\$ 16.00	\$ 2,000.00
Subtotal:						\$ 2,143,844.55
WATER REMOVALS						
2010	031	Remove & dispose AC waterline (includes temp water service & temp MJ caps)	1	LS	\$ 7,000.00	\$ 7,000.00
2020	032	Remove & salvage fire hydrant. Remove & dispose valve can. Abandon valve & assembly.	7	EA	\$ 750.00	\$ 5,250.00
2030	033	Remove & dispose valve box, cover, & collar. Abandon valve.	17	EA	\$ 175.00	\$ 2,975.00
2040	034	Remove & dispose water valve	4	EA	\$ 175.00	\$ 700.00
2050	035	Remove & dispose water service	89	EA	\$ 470.00	\$ 41,830.00
2060	037	Plug & abandon waterline	14	EA	\$ 235.00	\$ 3,290.00
Subtotal:						\$ 61,045.00



Project: Coconino Estates Improvements Phase I CMAR - South Portion - GMP
Project #: 03-18005
Dwgs: PEAK Engineering - Final II, stamped 3/23/20
Submitted: 4/22/2020

			South Portion - GMP			
EMC #	Keynote	DESCRIPTION	QTY	Unit	Unit Cost	Subtotal
WATER CONSTRUCTION						
2100	301	8" Class 305 C-900 PVC waterline	4,430	LF	\$ 76.40	\$ 338,452.00
2110	310	8" gate valve , box, cover, and assembly	24	EA	\$ 1,130.00	\$ 27,120.00
2120	320	Fire hydrant assembly	9	EA	\$ 5,500.00	\$ 49,500.00
2130	330	3/4" copper water service, box & connection	86	EA	\$ 1,630.00	\$ 140,180.00
2140	331	1" copper water service with 2 meter manifold	2	EA	\$ 2,385.00	\$ 4,770.00
2150	340	Connect to 8" PVC, AC or CI waterline	9	NPI	\$ -	\$ -
2160	341	Connect to 6" PVC, AC or CI waterline	2	NPI	\$ -	\$ -
2170	342	Connect to 4" CI waterline	1	NPI	\$ -	\$ -
2180	352	Extra Protection	9	EA	\$ 950.00	\$ 8,550.00
2190	360	1" Combination Air Release Valve	4	EA	\$ 1,875.00	\$ 7,500.00
Subtotal:						\$ 576,072.00
SEWER REMOVALS						
3000	040	Remove & dispose sewer line	2,765	LF	\$ 14.00	\$ 38,710.00
3010	041	Remove & dispose manhole	17	EA	\$ 895.00	\$ 15,215.00
3020	042	Remove & dispose top of manhole, slurry base in place	2	EA	\$ 1,295.00	\$ 2,590.00
3030	043	Remove & dispose sewer service	94	EA	\$ 905.00	\$ 85,070.00
3040	045	Cut, plug, & abandon sewer line	1	LS	\$ 2,100.00	\$ 2,100.00
Subtotal:						\$ 143,685.00
SEWER CONSTRUCTION						
3100	401	60" manhole	5	EA	\$ 6,160.00	\$ 30,800.00
3110	402	60" manhole, drop connection	3	EA	\$ 9,450.00	\$ 28,350.00
3120	403	60" manhole, drop, watertight	1	EA	\$ 9,625.00	\$ 9,625.00
3130	404	60" manhole, watertight	1	EA	\$ 6,335.00	\$ 6,335.00
3140	405	48" manhole	10	EA	\$ 5,800.00	\$ 58,000.00
3150	406	48" manhole, watertight	3	EA	\$ 5,985.00	\$ 17,955.00
3160	410	8" dia. SDR-35 PVC sanitary sewer main	3,180	LF	\$ 76.50	\$ 243,270.00
3170	411	8" dia. Class 350 ductile iron sanitary sewer main	290	LF	\$ 100.50	\$ 29,145.00
3180	420	4" dia. SDR-35 PVC sewer service & cleanout	13	EA	\$ 1,740.00	\$ 22,620.00
3190	421	4" dia. SDR-35 PVC drop sewer service & cleanout	59	EA	\$ 1,910.00	\$ 112,690.00
3200	423	4" dia. SDR-35 PVC drop sewer service, cleanout & new wye	23	EA	\$ 1,910.00	\$ 43,930.00
3210	430	Connect to existing sewer main	6	NPI	\$ -	\$ -
3220	440	Re-shade and backfill existing sewer line	740	LF	\$ 30.00	\$ 22,200.00
3230	450	Extra protection	9	NPI	\$ -	\$ -
3240	470	Tracer wire connection	11	NPI	\$ -	\$ -
Subtotal:						\$ 624,920.00
STORM DRAIN REMOVALS						
4000	050	Remove & dispose single catch basin	2	EA	\$ 950.00	\$ 1,900.00
4010	051	Remove & dispose double catch basin	2	EA	\$ 1,025.00	\$ 2,050.00
4020	052	Remove & dispose CMP storm drain	30	LF	\$ 35.00	\$ 1,050.00
4030	053	Abandon storm drain	1	LS	\$ 1,025.00	\$ 1,025.00
4040	054	Demo and remove existing CMU junction structure	1	EA	\$ 2,015.00	\$ 2,015.00
4050	055	Remove & dispose 62" x 45" CMP storm drain	39	LF	\$ 105.00	\$ 4,095.00
4060	056	Remove & plug existing stormdrain lateral	1	EA	\$ 175.00	\$ 175.00
Subtotal:						\$ 12,310.00
STORM DRAIN CONSTRUCTION						
4100	500	18" SRP Storm Drain	33	LF	\$ 86.80	\$ 2,864.40
4110	501	24" SRP Storm Drain	52	LF	\$ 96.00	\$ 4,992.00
4120	502	30" SRP Storm Drain	65	LF	\$ 108.00	\$ 7,020.00
4130	503	42" x 29" arch pipe storm drain	216	LF	\$ 165.00	\$ 35,640.00
4140	504	Double MAG Type 'E' Catch Basin	2	EA	\$ 6,730.00	\$ 13,460.00
4150	505	MAG Type 'D' Catch Basin. 3' wing	1	EA	\$ 6,230.00	\$ 6,230.00
4160	506	MAG Type 'D' Catch Basin. 6' wing	1	EA	\$ 6,760.00	\$ 6,760.00
4170	507	MAG Type 'D' Catch Basin. 17' wing	1	EA	\$ 10,500.00	\$ 10,500.00
4180	508	MAG Type 'D' Catch Basin. 17' wing with pipe connection	1	EA	\$ 10,980.00	\$ 10,980.00
4190	509	Flat Top 60" SD MH	1	EA	\$ 6,185.00	\$ 6,185.00
4200	510	Cap on proposed Storm Drain stub out	1	EA	\$ 330.00	\$ 330.00
4210	511	Connect to existing 84" Stormdrain pipe	1	EA	\$ 2,380.00	\$ 2,380.00
4220	512	84" x 84" ID precast concrete junction box	2	EA	\$ 20,980.00	\$ 41,960.00
4230	513	60" x 46" arch pipe stormdrain	39	LF	\$ 545.00	\$ 21,255.00
4240	514	24" x 18" arch pipe stormdrain	26	LF	\$ 150.00	\$ 3,900.00
Subtotal:						\$ 174,456.40
STRIPING & SIGNAGE						
5000	601	Stop Bar	12	EA	\$ 125.00	\$ 1,500.00
5010	602	10' wide crosswalk	7	EA	\$ 125.00	\$ 875.00
5020	603	6" White Lane Stripe	855	LF	\$ 1.50	\$ 1,282.50
5030	605	4" double yellow centerline stripe	910	LF	\$ 1.70	\$ 1,547.00



Project: Coconino Estates Improvements Phase I CMAR - South Portion - GMP
Project #: 03-18005
Dwgs: PEAK Engineering - Final II, stamped 3/23/20
Submitted: 4/22/2020

			South Portion - GMP			
EMC #	Keynote	DESCRIPTION	QTY	Unit	Unit Cost	Subtotal
5040	606	Right turn arrow	2	EA	\$ 85.00	\$ 170.00
5050	630	Existing sign & post - per table SS1.1	0	NPI	\$ -	\$ -
5060	631	New Sign & Post	3	EA	\$ 375.00	\$ 1,125.00
5070	632	New Sign mounted on light pole	1	EA	\$ 250.00	\$ 250.00
Subtotal:						\$ 6,749.50
MISCELLANEOUS						
7000		Mobilization & Administration (Includes Survey & Staking)	1	LS	\$ 96,750.00	\$ 96,750.00
7010		SWPPP Installation & Maintenance	1	LS	\$ 20,000.00	\$ 20,000.00
7020		Traffic Control & Maintenance	1	LS	\$ 65,000.00	\$ 65,000.00
7030		As-Builts\Record Drawings	1	LS	\$ 8,500.00	\$ 8,500.00
7040		Public Relations	1	LS	\$ 70,367.00	\$ 70,367.00
7050		Trench Rock Excavation	625	CY	\$ 125.00	\$ 78,125.00
7060		Unsuitable Material for Utility Trenches	2,580	CY	\$ 45.00	\$ 116,100.00
7070		Subgrade Stabilization (25% of pavement area)	4,500	SY	\$ 37.00	\$ 166,500.00
Subtotal:						\$ 621,342.00
Cost of Work Subtotal:						\$ 4,962,967.80
GENERAL CONDITIONS						
9000	PE	Project Executive	1	MO	\$ 10,000.00	\$ 10,000.00
9010	PM	Project Manager	10	MO	\$ 9,500.00	\$ 95,000.00
9020	PS	Project Superintendent	18	MO	\$ 7,500.00	\$ 135,000.00
9030	8TPU	Super Pick-up Truck	18	MO	\$ 550.00	\$ 9,900.00
9040	PA	Project Admin	4	MO	\$ 2,000.00	\$ 8,000.00
9050	Lab	Clean-up & Make Safe Labor	16	MO	\$ 3,100.00	\$ 49,600.00
9060	2C1001	Construction Water	3,840	MGAL	\$ 4.00	\$ 15,360.00
9070	8TWT 4K	4,000 ga Water Truck	2,880	HR	\$ 15.00	\$ 43,200.00
9080	T03	Driver - Water Truck	1,440	MH	\$ 27.92	\$ 40,204.80
9090	2CONEX	Con Ex Storage & Office Trailer	18	MO	\$ 675.00	\$ 12,150.00
9100	9Y0021	Portable Toilets - 2 @ 18 MO	36	MO	\$ 195.00	\$ 7,020.00
9110	8BH420	CAT 420 Backhoe	1,600	HR	\$ 25.00	\$ 40,000.00
9120	3*LH	PPE Safety Supplies	50,113	HR	\$ 0.10	\$ 5,011.30
9130	3*LH	Punchlist & Warranty	50,113	HR	\$ 0.20	\$ 10,022.60
Subtotal:						\$ 480,468.70

COCONINO ESTATES IMPROVEMENTS PH I CMAR GMP SUMMARY		
ITEM	DESCRIPTION	TOTAL
1	COST OF WORK	\$ 4,962,968
2	GENERAL CONDITIONS (GC'S) (Percent of Cost of the Work)	9.68% \$ 480,469
3	SUBTOTAL #1 - Cost of the Work + GC's	\$ 5,443,437
4	CONSTRUCTION FEE (Fee) (Percentage of Subtotal #1)	8.00% \$ 435,475
5	SUBTOTAL #2 - Cost of the Work + GC's + Fee	\$ 5,878,911
6	PERFORMANCE & PAYMENT BOND (Percentage of Subtotal #2)	1.20% \$ 70,547
7	SUBTOTAL #3 - Cost of the Work + GC's + Fee + Bonds	\$ 5,949,458
8	INSURANCE (Percentage of Subtotal #3)	0.95% \$ 56,520
9	SUBTOTAL #4 - Cost of the Work + GC's + Fee + Bonds + Insurance	\$ 6,005,978
10	SALES TAX (Percentage of Subtotal #4, Percentage = 65% of City of Flagstaff current tax rate)	5.968% \$ 358,416
11	CMAR CONTINGENCY (Percentage of Cost of the Work)	1.51% \$ 75,000
12	GMP South Portion	\$ 6,439,394
13	OWNERS CONTINGENCY (Percentage of Cost of the Work)	3.00% \$ 148,889
14	CONTRACT PRICE	\$ 6,588,283



CITY OF FLAGSTAFF
CONTRACT SUPPLEMENTARY JUSTIFICATION
Design-Build OR CMAR Contracts

PROJECT NO. ST3371 PROJECT NAME: Coconino Estates Improvements Phase 1 South

FILE NO. 03-18005 Project Manager: Eli Reisner

CONTRACTOR/CONSULTANT: Eagle Mountain Construction (EMC)

PROJECT DESCRIPTION:

A utility and roadway improvements Project, delivered through the CMAR project delivery method, in the Coconino Estates Neighborhood funded by Road Repair and Street Safety and Transportation Sales Taxes. Proposed improvements generally consist of replacing existing water and sewer mains and services, fire hydrants, storm drains, streetlights, asphalt pavement, and select defective edge improvements, as well as adding new sidewalk and new underground electric lines for streetlighting.

JUSTIFICATION FOR USE AND AMOUNT:

Contractor's Contingency Justification and Amount:

CMAR's Contingency of \$75,000.00 was negotiated and was recognized to be necessary to compensate Eagle Mountain Construction to address the following items where details could not be determined at the time of contracting:

- Increased in material costs over the three-construction season duration of the Project.

Owner's Contingency Justification and Amount:

Owner's Contingency of \$148,889.00 was recognized to be necessary to compensate EMC to address the following items where details could not be determined at the time of contracting:

- Increase in the Project scope due to additional funding becoming available or oversight during Project scoping.
- Unforeseen items of work anticipated to be more numerous than typical given the large-scale of the Project.

The \$148,889.00 Owner's Contingency is roughly 2.3% of the \$6,439,394.00 Guaranteed Maximum Price proposed by EMC to complete the Project, which combined equals the Total Contract Price of \$6,588,283.00. This amount is within the limits of allowed Contract Allowance for Construction Contracts if this Project were utilizing traditional project delivery methods per the Procurement Code revisions approved by Council on April 16, 2019.

COST/BUDGET/FUNDING SOURCE ANALYSIS:

Contractor's Contingency:

The CMAR's Contingency is recommended to be included in the Total Contract Price and can be funded by the Road Repair and Street Safety Program under the Coconino Estates FY20 through FY22 appropriations of \$12,395,023 for the Coconino Estates Improvements Project Account (046-05-116-3371-6).

Owner's Contingency:

The Owner's Contingency is recommended to be included in the Total Contract Price and can be funded by the Road Repair and Street Safety Program under the Coconino Estates FY20 through FY22 appropriations of \$12,395,023 for the Coconino Estates Improvements Project Account (046-05-116-3371-6).

APPROVAL:	Signature	Date:
Project Manager	<u><i>Eli R. Reisner</i></u>	Approval Recommended <u>4/23/2020</u>
Program Manager	<u><i>[Signature]</i></u>	Approval Recommended <u>4/23/20</u>
Section Head	<u><i>Rihanna A. Barnett</i></u>	Approval Recommended <u>4/23/2020</u>
Division Head	<u><i>Daniel Folke</i></u>	Approval Recommended <u>4/23/2020</u>

Definitions

Owner's Contingency (Design/Build or Construction Manager at Risk)

"Owner's Contingency" means a fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City's directed changes or Differing Site Conditions, or as the City may otherwise elect. The amount of the Owner's Contingency will be set solely by the City and will be in addition to the Project costs included in the Design-Builder's GMP packages.

The Owner's Contingency are funds to be used at the sole discretion of the City to cover any increases in Project costs that result from City directed changes, Differing Site Conditions, or as the City may otherwise elect. Owner's Contingency will be added to the GMP amount provided by the Design-Builder/CMAR, the sum of which will be the full Contract Price for construction. Markups for Construction Fee and taxes will be applied by the Design-Builder at the time that Owner's Contingency is used

Contractor's Contingency (Design/Build or Construction Manager at Risk)

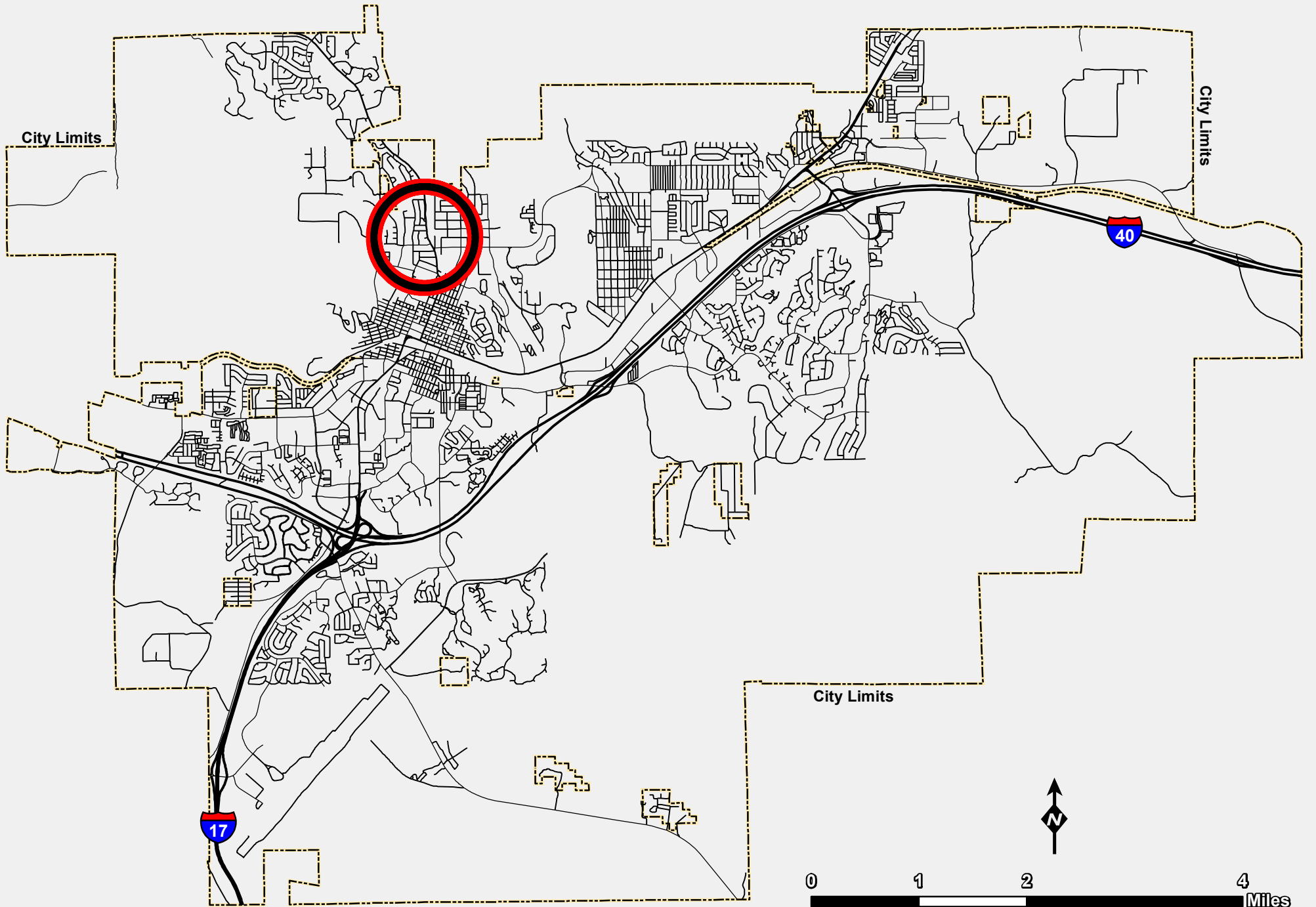
"Design-Builder's/CMAR Contingency" means a fund to cover cost growth during the Project used at the discretion of the Design-Builder/CMAR, usually for costs that result from Project circumstances. The amount of the Design-Builder's/CMAR Contingency will be negotiated as a separate line item in each GMP package.

Use and management of the Design-Builder's/CMAR Contingency:

Design-Builder's/CMAR Contingency is an amount the Design-Builder/CMAR may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs. Design-Builder/CMAR Contingency is assumed to be a direct Project cost so will receive all markups at the time of GMP submission.

When the Design-Builder/CMAR utilizes Design-Builder's/CMAR Contingency funds, the Design-Builder/CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress Payment Request. The Design-Builder/CMAR shall deduct the amount of Design-Builder's/CMAR Contingency funds used from the Design-Builder's/CMAR Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If the Design-Builder's/CMAR Contingency funds are used for a new line item that was not given with the original Schedule of Values, that will be so indicated.

Coconino Estates Improvements Phase 1



VICINITY MAP

Coconino Estates Improvements Phase 1

W FIR AVE





W PHILOMENA DR

N



0 200 400 800 Feet

Legend

-  Beal Road
Rockridge Road to Fort Valley Road
-  Navajo Drive
Navajo Road to Murray Road
-  Navajo Road
Navajo Drive to Fort Valley Road
-  Whipple Road
Navajo Drive to McMillan Road

180

Rio de Flag
Karen Cooper Trail

W JUNIPER AVE

N SUNSET DR

N ROCKRIDGE RD

N AZTEC ST

W WHITING RD

W WHIPPLE RD

W CEDAR AVE

W BOULDER LN

W DEANNA DR

W OAK AVE

W BEAL RD

Fort Valley Trail

N EVERGREEN DR

N RIM DR

W FOREST AVE

Thorpe Multi-Use

Flagstaff Little League

W HAVASUPAI RD

N HOPI DR

W PIUTE RD

Jim Cullen Memorial

W APACHE RD

Hospital Rim Trail

N THORPE RD

W NAVAJO RD

Aztec Access

Thorpe Softball Complex

Mars Hill Trail

Duck Pond

N BONITO ST

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Dan Symer, Zoning Code Manager
Date: 05/01/2020
Meeting Date: 05/05/2020



TITLE:

Consideration and Adoption of Resolution No. 2020-17 and Ordinance No. No. 2020-11: 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 "Case No. PZ-19-00125 Updates to Zoning Code 2020 – Miscellaneous Part 1"; 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, to resolve conflicts, incorporate technical corrections and clarity, and modify existing and add new requirements, provisions, and definitions.

STAFF RECOMMENDED ACTION:

- 1) Adopt Resolution No. 2020-17
- 2) Read Ordinance No. 2020-11 by title only for the final time
- 3) City Clerk reads Ordinance No. 2020-11 by title only (if approved above)
- 4) Adopt Ordinance No. 2020-11

Executive Summary:

The proposed amendment (Case No. PZ-19-00125) includes changes to the Zoning Code to resolve conflicts, incorporate technical corrections and clarity, and add new, and modify existing, requirements, provisions, and definitions.

On February 26, 2020, the Planning and Zoning Commission recommended approval of the proposed amendment to the City Council with a vote of 5-0.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed Zoning Code Text Amendment.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed Zoning Code Text Amendment.

Connection to Council Goal, Regional Plan, CAAP, and/or 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 letter A of the Key Considerations section of this 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, incorporate private amendments, and to address changes in state law and U.S. Supreme Court decisions. As of the date of this report, the most recent amendments to the Zoning Code were approved by the City Council on November 5, 2019. The November amendments addressed accessory dwelling units and a series of miscellaneous modifications.

Options and Alternatives:

The City Council may adopt, modify, or deny the amendment.

Background/History:

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 and new provisions, resolve conflicts, incorporate accessory dwelling units and applicant amendments, and to address changes in state law and U.S. Supreme Court decisions.

On March 10, 2020, the City Council held a work session on the proposed amendment. A majority of the comments and questions were general clarifications and editorial. Specific questions regarding the amendment included the following:

- **Triplex lot size in the Transect Zones.** The proposed amendment is to increase the lot size requirements for new and existing lots of a triplex development. The current triplex requirement is the same as the duplex standard in the Transect Zones, which is opined to be too small for a three-unit development. The purpose of the modification is to require additional lot width and depth to accommodate designs that may be more compatible with the existing context of a neighborhood. In addition, the modification to the lot area requirement is consistent with the requirements for a three-unit development in the non-transect zones.
- **Density.** The proposed amendment is to increase the maximum allowed density for properties in a pedestrian shed of an Activity Center (per the Regional Plan) that have a Commercial Zone designation and that are also located in a Resource Protection Overlay Zone. The existing allowance is 22 dwelling units per acre, and the proposed allowance is 29 dwelling units per acre. The proposed 29 dwelling units per acre is the current allowance of the Commercial Zones without the Resource Protection Overlay Zone.
- **Gross Floor Area Ratio.** The proposed amendment eliminates the multiple conflicting terms (Floor Area Ratio (FAR) Net Floor Area Ratio (net FAR), and Gross Floor Area Ratio (GFAR) and replaces all uses of these terms with Gross Floor Area Ratio. The proposed definition of Gross Floor Area Ratio is, "An intensity measured as a ratio derived by dividing the total floor area in square feet of all buildings or structures on a development site by the development site area in square feet." In accordance with the Zoning Code definition of Floor Area, the floor area used to calculate the Gross Floor Area Ratio is the "...sum of the gross floor area for each of a building's

stories measured from the exterior limits of the faces of the structure.”

- Screening. The existing roof-mounted screening provision in the Zoning Code includes the phrase “electrical services,” which can be interpreted to require the screening of antennas, satellite dishes, solar panels, and similar electrical devices. This provision applies to all zones and structure types, including single-family and duplex residential structures. To eliminate confusion and interpretation issues, it is proposed to delete the phrase “electrical services”.

Proposed Amendment:

The proposed amendment includes multiple changes to the Zoning Code to resolve conflicts, incorporate technical corrections, add clarity, and to simplify the existing requirements. New provisions are being added, and several sections and divisions are being modified, relocated, or deleted.

The most significant of the modifications include:

- Clarifying when a Concept Plan application is required;
- Adding expiration time frames for Concept Plan and Site Plan applications and approvals;
- Clarifying when a property owner may submit a Zoning Map Amendment or Zoning Code Text Amendment;
- Allowing 29 dwelling units per acre in the Commercial Zones with the Resource Protection Overlay Zone that are also located in a pedestrian shed of an activity center per the Regional Plan (General Plan);
- Allowing the Heritage Preservation Commission to approve less restrictive standards or exceptions to the standards in order to maintain the historic integrity of a historic property in a Transect Zone;
- Increasing the lot width and depth requirements for new and existing lots of a triplex development a Transect Zone;
- Modifying the equipment screening requirements to require a parapet or roof feature be no shorter than the tallest object being screened, and to require wall-mounted equipment to be screened from surrounding properties, alleys and streets, or to be integrated into the architecture of the building;
- Clarifying and modifying the landscape buffer requirements, including the addition of new criteria to allow modifications to the required landscape street buffer; and
- Incorporating the building location requirements of the transect private street frontage types when these standards are used in the non-transect zones.

Summary of the Staff Revisions to the Zoning Code

The proposed amendment includes:

1. **Concept Plan Review (Section 10-20.30.050):** The Concept Plan Review submittal requirements have been limited to structural modifications. Also, expiration timeframes of Concept Plan applications have been incorporated.
2. **Minor Improvement Permits (Section 10-20.40.080):** Changes have been incorporated to exempt animal keeping shelters that are less than 50 square feet from the Minor Improvement Permit application process.
3. **Site Plan Review and Approval (Section 10-20.40.140):** Expiration timeframes for Site Plan Review applications and associated approvals have been incorporated.
4. **Initiation of Amendments (Section 10-20.50.030):** Changes have been incorporated clarifying when a property owner may submit a Zoning Map Amendment or Zoning Code Text Amendment.
5. **Public Improvements Defined (Section 10-30.50.030):** Changes have been incorporated for parkways to be included as a public improvement requirement.
6. **Open Spaces, Civic Spaces, and Outdoor Public Spaces (Section 10-30.60.090):** Clarification has been incorporated that the area requirements of open spaces, civic spaces, and outdoor public spaces are based on the defined term of Development Site Area.
7. **Commercial Zones (Section 10-40.30.040):** The land use Kennel, Animal Keeping has been added to the list of allowed uses in the Highway Commercial (HC) zone with a Conditional Use Permit.
8. **Building Form and Property Development Standards (Table 10-40.30.040.C.):** The density

allowance in a pedestrian shed of an activity center with a Commercial Zone and a Resource Protection Overlay Zone designation has been increased from 22 dwelling units per acre to 29 dwelling units per acre.

9. **Building Form and Property Development Standards (Tables 10-40.30.030.C., 10-40.30.040.C., and 10-40.30.050.C. and Section 10-40.30.060.C.):** The building height allowances for pitched roofs, elevator and stairwell bulkheads, and architectural features have been incorporated into the property development standard tables. Currently, these provisions are in Section 10-50.30.030, How Building Height is Measured.
10. **Applicability (Section 10-40.40.020):** Provisions have been incorporated into the Transect Zone standards pertaining to conflicts with an overlay zone. These provisions specify that the more restrictive standards shall apply unless the overlay specifically indicates which standards govern. In addition, provisions have been incorporated that allow the Heritage Preservation Commission to determine if a less restrictive standard is necessary to maintain the historic nature or context of the property, structure, or area within a Historic Overlay Zone.
11. **Specific to Uses (Division 10-40.60):** Provisions have been incorporated for the Kennel, Animal Boarding land use.
12. **Supplemental to Zones, Divisions (Chapter 10-50): Division 10-50.25:** Basements, Basement Garages, Building Stem Walls, Crawl Spaces, and Podium Parking Structure Walls, including sections therein, have been incorporated. Currently, these provisions are located in Section 10-50.30.030, How Building Height is Measured. Also, new provisions have been incorporated to accommodate floodplain requirements and walls of a podium parking structure. These provisions require the exterior of the podium parking structure wall to have an architectural finish that is consistent with the rest of the building's architectural finishes. Also, the changes allow for greater wall heights when they are needed to raise a residential first floor above the lowest floor requirement in a floodplain.
13. **Applicability (Section 10-50.20.020):** Clarification has been incorporated pertaining to building and structure elevations that are subject to Section 10-20.40.140, Site Plan Review and Approval. These elevations shall comply with Section 10-50.20, Architectural Design Standards.
14. **How Building Height Is Measured (Section 10-50.30.030):** The methodology to measure building height has been modified. Also, several standards of this section are being modified and relocated.
15. **General Fencing and Screening Standards (Section 10-50.50.040):** The equipment screening requirements have been modified to require a parapet or roof feature be no shorter than the tallest object being screened, and to require wall-mounted equipment to be screened from surrounding properties, alleys and streets, or to be integrated into the architecture of the building.
16. **Landscape Location Requirements (Section 10-50.60.040):** The landscape buffer requirements have been clarified and modified. The modifications include the addition of criteria to allow the modification of the required landscape street buffer.
17. **Number of Motor Vehicle Parking Spaces Required (Table 10-50.80.040.A):** Parking requirements for a Tap Room have been incorporated.
18. **Specific to Building Types (Division 10-50.110):** The location requirements of the transect private street frontage have been clarified when the Forecourt, Shopfront, Terrace Shopfront, and Gallery are used in the non-transect zones.
19. **Stacked Triplex (Section 10-50.110.120):** The triplex development minimum lot width (existing: 50 feet, proposed: 75 feet) and depth (existing: 75 feet, proposed: 100 feet) requirements have been increased for new and existing lots.
20. **Definition of Specialized Terms, Phrases, and Building Functions (Division 10-80.20):** This division includes modifications, deletions, and the addition of various definitions of the Zoning Code, including: Acreage, Gross; Acreage, Net; Density; Density, Gross; Development, Multiple-Family; Development Site; Development Site Area; Duplex; Finished Grade; Floor Area Ratio; Gross (GFAR); Industrial, Heavy – General; Key Lot; Micro-brewery or Micro-distillery; Natural Grade; Outdoor Storage or Display; and Yard, Railroad Shop.
21. **Additional Enforcement, Technical, Figure and Term Modifications (Division 10-50.110 and Sections: 10-20.40.090, 10-20.50.040, 10-40.30.030, 10-40.30.050, 10-40.50.030, 10-50.50.030, 10-50.60.010, 10-50.80.040, 10-50.100.050, 10-50.100.100, 10-50.90.060, and Appendix 2):**

Various technical, enforcement, and cross reference corrections, clarifications, and modifications have been incorporated.

Key Considerations:

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 City Council 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 proposed amendments are primarily to resolve conflicts, incorporate technical corrections, and add clarity to the Zoning Code. Mainly clerical in nature, the amendments do not substantively modify the existing provisions of the Zoning Code and maintain consistency and conformance with the objectives and policies of the Regional Plan (General Plan) and applicable specific plans.

In addition to the modifications summarized above, the proposed amendment includes:

- Adding the Kennel, Animal Keeping land use to the High Commercial (HC) zone as a permitted use with a Conditional Use Permit. The addition of the proposed land use is at the request of a local business owner to allow a café concept that would have pets living at the establishment. Any business with more than four dogs, cats, or other small animals that are kept, maintained, trained, or boarded is considered a Kennel, Animal Keeping land use. Due to the broad nature of the definition of Kennel, Animal Keeping and the accessory use provisions of the Zoning Code, some existing businesses in Highway Commercial (HC) would not be allowed (PetSmart, etc.).

Upon review of the land uses allowed in the High Commercial (HC) zone, and the zone's existing locations, it has been determined that the use could be allowed with reasonable restrictions. These restrictions include:

- a. A maximum floor area size of 10,000 square feet. For reference purposes, the old Arizona Department of Transportation building located directly north of the intersection of South Milton Road and West University Avenue is approximately 10,000 square feet.
- b. There shall be no outdoor activities allowed.
- c. The walls and ceiling shall include reasonable sound transmission attenuation.

The proposed addition of the Kennel, Animal Keeping land use to the Highway Commercial (HC) zone is consistent with and conforms to the objectives and policies of the Regional Plan (General Plan) and applicable specific plans. This modification will incorporate additional variety and flexibility in the allowed mix of uses that are near neighborhoods and within commercial developments (RP Policies ED.4.2., LU.13.6., and LU.15.3.). Also, the addition of the Kennel, Animal Keeping land use to the Highway Commercial (HC) zone allows for additional locations of the use, which may assist in protecting industrial zoned properties from

uses that would otherwise need to be located in an industrial zone (ED.3.8., and LU.16.1.).

- Increasing the maximum allowed density of Commercial Zones located in a pedestrian shed of an activity center that also has a Resource Protection Overlay Zone designation. The existing allowance is 22 dwelling units per acre, and the proposed allowance is 29 dwelling units per acre. The proposed amendment would allow a density that is consistent with the Commercial Zones (Community Commercial (CC), Highway Commercial (HC), Commercial Service (CS), and Central Business (CB)) without the Resource Protection Overlay Zone.

The proposed increase in density is consistent with and conforms to the objectives and policies of the Regional Plan (General Plan) and applicable specific plans. This modification will allow increased densities within an activity center's pedestrian shed, provide for greater flexibility, assist in promoting infill development with densities that could assist in the conservation of environmental resources, reduce the cost of providing infrastructure and services, and contribute to economic investments (RP Policies LU 1.6, LU 5.2, LU18.6, and LU 18.8.). Furthermore, the increase of the density in an activity center's pedestrian shed promotes the efficient use of existing roads, public and private utilities, facilities and services, alternative transportation options, and reduced vehicle trips and energy consumption (RP Policy LU 7.1.).

- Increasing the triplex development minimum lot width (existing: 50 feet, proposed: 75 feet) and depth (existing: 75 feet, proposed: 100 feet) requirements for new and existing lots.

The proposed increase in the triplex minimum lot size is consistent with and conforms to the objectives and policies of the Regional Plan (General Plan) and applicable specific plans. The proposed increase in the triplex minimum lot size requirement is to provide contextually proportional development relationships that respect the existing development patterns of neighborhoods where the triplex development type is allowed (RP CC.3.1., NH.1.2, NH.6.1).

B. Finding #2

- **The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City;**

The 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, add clarity, and incorporate public comments and considerations to the Zoning Code.

C. Finding #3

- **The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.**

The proposed amendments enhance the Zoning Code's internal consistency by resolving conflicts, adding clarity, addressing public comments and considerations, and incorporating new consistent provisions and technical corrections. 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.

Community Benefits and Considerations:

Please refer to letter A of the Key Considerations section of this report.

Community Involvement:

In accordance with State Statute and the Zoning Code, the Planning and Zoning Commission work session and public hearing for this amendment were advertised in the Arizona Daily Sun on December 21, 2019; and, the City Council public hearing was advertised on April 4, 2020. 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, the City Staff has received a set of public comments and considerations. These are included as, Attachment 4. To address these comments, several revisions to the proposed amendment have been incorporated. These include:

1. Clarification pertaining to the density allowance for commercially zoned properties in the Resource Protection Overlay and inside of a pedestrian shed of an activity center delineated in the Regional Plan (General Plan) was added to Section 14. (Table 10-40.30.040.C. Gross Density) of Attachment #2.
2. Clarification pertaining to the building height exceptions for stairwells and elevators were relocated from the method of measuring building height and added to Section 12 (Table 10-40.30.030.C., End Notes 8 and 9), Section 14 (Table 10-40.30.040.C., End Notes 9 and 10), Section 16 (Table 10-40.30.050.C., End Notes 8 and 9), and Section 17 (Section 10-40.30.060.C., End Notes 4 and 5) of Attachment #2.
3. A modification has been made in Section 24 (Section 10-50.25.020. A.) of Attachment #1 to change the maximum height of an exposed basement and basement garage wall from nine feet to ten feet. Ten feet allows for an eight-foot floor-to-ceiling height and a two-foot floor depth. Additional heights would be inconsistent with the Zoning Code's Site Planning Design Standards and Architectural Design Guidelines that require a building to be stepped to follow the natural terrain.
4. A modification has been made in Section 24 (Section 10-50.25.020. A. and C.) of Attachment #2 to include provisions for materials and colors used on an exposed basement or basement garage wall and a podium parking structure exterior wall. The requirement for "consistent" materials and colors has been changed to allow the Planning Director to approve alternative materials and colors that are compatible with the design of the building, provided that the alternative materials and colors maintain a consistent design theme. This modification allows for additional flexibility in the designer's choice of materials and colors near street grade to address weather and similar environmental considerations while maintaining a consistent design theme.
5. Provisions that allow the Planning Director to approve additional stem wall and crawl space heights for residential buildings in a floodplain have been incorporated into Section 24 (Section 10-50.25.020. B.) of Attachment #2. In accordance with Title 12 Floodplains of the City Code, the lowest finished floor of a residential area is required to be elevated above the regulatory floodplain elevation. The addition of this provision will allow compliance with Title 12.

As it pertains to the comments received regarding the landscape buffer widths, with minimal exceptions adjacent to Route 66 in the Downtown, the City Staff opines that the proposed landscape buffer requirements are consistent with the suggested modifications. It is anticipated that the Zoning Code requirements pertaining to the Downtown, and adjacent to Route 66 will be reviewed as part of a future amendment.

In addition, the proposed modification to the triplex lot width and length requirement is in response to public comments that Staff has received during the Southside specific plan and the High Occupancy Housing text amendment public outreach meetings. Also, some members of the Planning and Zoning Commission and City Council have requested that the referenced requirements be reviewed. The existing lot size requirements for a triplex and duplex are the same. Due to having the same standards for different intensity developments, the general consensus among the public comments received during the outreach for the High Occupancy Housing Text Amendment, Southside Specific Plan, and City Staff is that the existing provisions have resulted in developments that are inconsistent and out of scale with the existing development patterns. The proposed modification to the lot width (from 50 feet to 75 feet) and length (from 75 feet to 100 feet) will result in a lot area requirement that is consistent with other three-unit

developments on a property with non-transect zoning. Based on public comments, the additional area would allow for a greater proportional lot width to height ratio that is perceived to be more compatible.

Finally, the Zoning Code currently requires all rooftop equipment to be screened. The public comments indicate that this requirement has caused existing roofs to be reconstructed to accommodate the wind loads on the screening. City Staff familiar with the methodology to accommodate the wind loads of the screening does agree with the public comment that there is a wind load transferred to the roof; but, Staff opines that the wind loads are insignificant. Wind loads need to be accommodated either on the equipment or the screen wall. When a screen wall is provided, and depending on the placement of the wall, the wind loads on the equipment are usually substantially less since the screen wall bears the wind load. The most common cause for a roof to be reconstructed in accordance with the current Building Code is to accommodate new or larger equipment that the roof was not designed for.

Attachments: [Res. 2020-17](#)
 [2. Exhibit A to Resolution 2020-17](#)
 [Ord. 2020-11](#)
 [4. Public Comments](#)
 [Staff Presentation](#)

RESOLUTION NO. 2020-17

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “CASE NO. PZ-19-00125 UPDATES TO ZONING CODE 2020 – MISCELLANEOUS PART 1”

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2020-11, 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. In General.

That certain document known as “*Case No. PZ-19-00125 Updates to Zoning Code 2020 – Miscellaneous Part 1*” attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041, and said copies shall remain on file with the City Clerk.

SECTION 2. Effective Date.

This resolution 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 5th day of May, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

A. Case No. PZ-19-00125 Updates to Zoning Code 2020 – Miscellaneous Part 1

Case No. PZ-19-00125 Updates to Zoning Code 2020 – Miscellaneous Part 1


Amendment for Adoption in Flagstaff Zoning Code

HOW TO READ THIS DOCUMENT


Unless otherwise stated, provisions that are being deleted are shown in bold red strikethrough text, like this: ~~Provisions that are being deleted are shown with a bold red strikethroughs text.~~

Provisions that are being added are shown in bold blue text, like this: **Provisions that are being added are shown in bold blue 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, Division 10-20.30 Common Procedures, Section 10-20.30.050 Concept Plan Review, to add Subsection B. Applicability, as follows:

Section 10-20.30.050 Concept Plan Review

- B. Applicability. Concept plan review is required for the following:
1. All developments requiring site plan review and approval (Section 10-20.40.140);
 2. Any change of use that triggers an increase in required parking;
 3. A proposed duplex;
 4. ~~Nonstructural remodeling~~ **Structural modifications to** ~~of~~ an exterior façade **that is visible from a public way, including, but not limited to, public and private streets, public trails and paths, and alleys;** and
 5. A proposed single-family residence located on a parcel that is not part of a platted subdivision.

Section 2. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-20.30 Common Procedures, Section 10-20.30.050 Concept Plan Review, to add Subsection E Expiration., as follows:

Section 10-20.30.050 Concept Plan Review

- E. Expiration.**
1. **A concept plan application shall expire one year from the date of the application approval unless the Director has issued a written notice of authorization to the applicant allowing the submittal of a site plan review application, or an application for the next stage in the development review.**

2. The concept plan application shall expire one year from the date that the Director has issued written authorization to the applicant allowing for the submittal of a site plan review application, or an application for the next stage in the development review.
3. The Director may authorize a one-time extension of 90 days of a concept plan application approval. The applicant shall submit a written request for an extension to the Director at least 14 days prior to the date of concept plan expiration.

Section 3. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-20.40 Permits and Approvals, Section 10-20.40.080 Minor Improvement, subsection D. Exemptions., as follows:

10-20.40.080 Minor Improvement Permits

- D. Exemptions. Children’s play houses and tree houses less than 200 square feet in floor area **and animal keeping shelters less than 50 square feet** do not require the approval of an application for a Minor Improvement Permit.

Section 4. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-20.40 Permits and Approvals, Section 10-20.40.090 Minor Modifications to Development Standards, Table 10-20.40.090.A, Types of Minor Modifications Allowed, Types of Minor Modifications Allowed number 6, as follows:

Table 10-20.40.090.A	
Types of Minor Modifications Allowed	
Types of Minor Modifications Allowed	Maximum Modification
6. An increase in the floor area ratio (FAR) Gross Floor Area Ratio (GFAR) for commercial or industrial developments.	10%

Section 5. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-20.40 Permits and Approvals, Section 10-20.40.140 Site Plan Review and Approval, sub-section C. Application for Site Plan Review., paragraph 4. Expiration., as follows:

10-20.40.140 Site Plan Review and Approval

- C. ~~Application for~~ **Site Plan Review Application.**
4. ~~Expiration. An approved site plan shall be valid for a period of one year following the date upon which the final approval became effective. If, at the expiration of this period:~~
 - a. **A Site Plan Review application shall expire one year from the date that the application was submitted, unless the application has been approved. The Director may authorize a one-time 90 day extension beyond the original expiration date of an application that has**

not yet been approved or denied. The applicant shall submit a written request for an extension to the Director at least 14 days prior to the date of the Site Plan expiration.

- b. An approved Site Plan shall expire one year from the date the approval was issued if:
- ~~a. The subject property has not been improved for the development for which it was approved and construction permits have not been issued and construction commenced and diligently pursued toward completion of the site for which the site plan approval was originally granted; or~~
 - ~~b. A certificate of occupancy has not been issued for structure(s) which were the subject of the site plan approval; or~~
 - ~~c. The site has not actually been occupied for a permitted use if no building permit or certificate of occupancy is required;~~
 - i. A building or encroachment permit has not been issued for the improvements related to the site plan;
 - ii. The issued building or encroachment permit(s) has/have expired for site plan related improvement;
 - iii. A building or encroachment permit is not required, and the lot or parcel has not been used for purpose for which the site plan was approved; or
 - iv. The Director has not granted a request to extend the Site Plan approval.

~~Then the site plan approval shall expire, unless a request for an extension of time is made by the applicant to the Director at least 30 days prior to the date of the expiration of the original approval in accordance with established application submittal scheduling requirements. A site plan approval subject to expiration may be extended one time only for an additional one year by the Director; provided, that no revisions to the development are necessary to comply with amendments to the Zoning Code that may have taken effect since the time of the original approval. Upon the expiration of the original site plan approval, if no extension has been granted or no application for the same has been submitted, or a granted time extension has expired, then the original site plan approval shall be considered as expired, and a new site plan shall be submitted for approval in the same manner as an original application for site plan review and approval (Section 10-20.40.140).~~

The Director may authorize a one-time one-year, extension beyond the original expiration date of an approved site plan, provided that no revisions to the proposed development are necessary to comply with any amendments to the Zoning Code that may have taken effect since the time of the original approval. The applicant shall submit a written request for an extension to the Director at least 14 days prior to the date of the expiration.

Section 6. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-20.50 Amendments to the Zoning Code Text and the Zoning Map, Section 10-20.50.030 Initiation of Amendments, as follows:

10-20.50.030 Initiation of Amendments

A. Owner Initiation.

1. A property owner , or an agent authorized by the property owner in writing , may ~~apply for a Zoning Map or text amendment~~ submit:
 - a. a Zoning Map Amendment application for the owner’s property which is subject to the application; or
 - b. a Zoning Code Text Amendment to amend the zone and related provisions that directly regulate owner’s property.
 2. In the event that a real property owner files an application for a Zoning Map amendment that includes property other than that owned by the applicant, the applicant shall file, on a form provided by the Director, a petition in favor of the request signed by the real property owners representing at least 75 percent of the land area to be included in the application. The petition shall bear the property owners’ signatures and addresses, the legal description and land area of each property represented on the petition, the total land area represented by the petition, and the total land area of individual properties included in the application.
- B. **City Council.** The Director on behalf of the **City Council** may initiate ~~an amendment to the text of this a Zoning Code Text Amendment application or the a Zoning Map Amendment application.~~ **Applications for amendments An application** initiated by the **City Council** shall be signed by the Director.
- C. **Withdrawal.** An applicant may withdraw **a Zoning Code Text Amendment application or a Zoning Map Amendment** ~~an application for an amendment to this Zoning Code or the Zoning Map~~ at any time. **On behalf of the City Council, the Director may withdraw an application initiated by the City Council.**

Section 7. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-20.50 Amendments to the Zoning Code Text and the Zoning Map, Section 10-20.50.040 Procedures, to add Subsection N. Conditions of Approval. Paragraph 2, subparagraph c. as follows:

10-20.50.040 Procedures

N. Conditions of Approval.

2. Such conditions of approval may include, but are not limited to:
 - c. Limitations on the height, setbacks, **FAR GFAR**, or other standards specific to the approved zone which are more restrictive than the applicable requirements of Division 10-40.30, Non-Transsect Zones, or 10-40.40, Transsect Zones;

Section 8. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-20.50 Amendments to the Zoning Code Text and the Zoning Map, Section 10-20.50.040 Procedures, to add Subsection N. Conditions of Approval. Paragraph 4, as follows:

10-20.50.040 Procedures

N. Conditions of Approval.

4. The concept zoning plan upon which the Zoning Map amendment may be approved establishes the development entitlement for the subject property. As the approval is based on a concept zoning plan, some flexibility in the layout of the property may therefore be approved by the Director; provided, that no additional external impacts to surrounding uses and infrastructure will result and there is no increase or decrease in FAR GFAR, lot coverage, number of dwelling units, or building height in excess of that permitted in Table 10-20.40.090.A (Types of Minor Modifications Allowed). As an example, if the concept zoning plan shows a building placed in close proximity to a street so that it has a strong relationship to the street and with parking behind it, the location and shape of the building may be adjusted; provided, that the same relationship to the street with the parking area in the rear is maintained. Similarly, internal circulation or parking areas may be adjusted; provided, that there is no impact to the location or design of access driveways or streets, and no additional impacts on adjoining City streets.

Section 9. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-30.50: Public Improvements, Section 10-30.50.030 Public Improvements Defined, as follows:

10-30.50.030 Public Improvements Defined

- A. Public improvements mean any right-of-way, easement, access right or physical improvement that is required to mitigate the impacts of new development, as determined by an appropriate impact study, and which, upon formal acceptance by the City, becomes the responsibility of the City for ownership, maintenance and repair, unless provided by others, including the maintenance of sidewalks and certain landscaping. (See City Code Chapter 8-01.) Such public improvements may include, but are not limited to, roadways and alley sections including pavement, base course, street lights, curbs and gutters, parkway, sidewalks or urban trails and FUTS trails, traffic control improvements, right-of-way landscaping and irrigation systems, drainage facilities, fire hydrants and utilities, including water, sewer, gas, electric power, telephone, and cable television, and all other improvements which, upon completion, are intended to be for the use and enjoyment of the public.

Section 10. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-30.60: Site Planning Design Standards, Section 10-30.60.090 Open Spaces, Civic Spaces, and Outdoor Public Spaces, subsection B. Applicable to Non-Transect Zones., as follows:

10-30.60.090 Open Spaces, Civic Spaces, and Outdoor Public Spaces

Revision Date: 03/25/2020

Exhibit A
Resolution No. 2020-17

B. Applicable to Non-Transect Zones. The following standards are additional standards that apply in non-transect zones.

1. Civic or Public Space Requirement.

- a. Nonresidential developments larger than 20,000 square feet in gross floor area shall provide a minimum of five percent of the **site Development Site Area** as an outdoor pedestrian amenity space that serves as a transition space between a parking area and the entrance(s) to a building. This outdoor pedestrian amenity space may include a landscape oasis area as defined in Section 10-50.60.050(C), Oasis Allowance, structures providing protection from the weather, benches, tables, or other pedestrian friendly features.
- b. Residential developments with 50 or more dwelling units shall provide a minimum of five percent of the **site Development Site Area** in civic spaces that are either privately held and open to the public or publicly owned and set aside as a civic space. Appropriate civic types are established in Chapter 10-70, Specific to Civic Spaces.
- c. Development sites that provide civic spaces are allowed the following:
 - (1) A five percent reduction of on-site forest and/or slope resource protection standards as required by Division 10-50.90, Resource Protection Standards, is permitted when on-site design conforms to the Flagstaff Area Open Spaces and Greenways Plan and public non-motorized pedestrian and bicycle access is included when applicable.
 - (2) A ~~2.5~~ **two-and-a-half** percent reduction of on-site forest or slope resource protection standards as required by Division 10-50.90, Resource Protection Standards, is permitted when resources are consolidated with adjacent properties and it can reasonably be determined that the resources on the adjacent property will be protected.
 - (3) A five percent reduction in required on-site landscaping as required by Division 10-50.60, Landscaping Standards, is permitted when public space is provided on-site.

Section 11. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.030 Residential Zones, Table 10-40.30.030.C. Residential Zones – Building Form and Property Development Standards., Residential development subdivided by a plat that was recorded before December 5, 2011 , as follows:

Table 10-40.30.030.C. Residential Zones – Building Form and Property Development Standards							
	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
Residential development subdivided by a plat that was recorded before December 5, 2011							
Lot sizes	(1) Lot sizes and setbacks shall be provided in accordance with the requirements delineated on the recorded plat. on the final plat approved by the City Council and recorded. When a recorded plat does not have setbacks delineated, the Building Placement Requirements of this table shall govern.						
Setbacks	(2) Any lot(s) created or reconfigured in accordance with the subdivision code on or after December 5, 2011, from a lot(s) platted before December 5, 2011, shall conform with the current requirements of the property's zone zone, unless alternate lot sizes and setbacks are approved by the City Council on a final plat that is recorded.						

Section 12. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.030 Residential Zones, Table 10-40.30.030.C. Residential Zones – Building Form and Property Development Standards., Building Form Requirements, Building Height (max.), to add reference notes 7, 8 and 9, to add an End Notes 7, 8 and 9, and to modify Other Requirements, Open Space (% of Gross Lot Area)¹¹, as follows:

Table 10-40.30.030.C. Residential Zones – Building Form and Property Development Standards.							
	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
Building Form Requirements							
Building Height (max.) Building Height (max.)^{7, 8, and 9}	35'	35'	35'	35'	35'	60' ⁴	30'
Other Requirements							
Open Space (% of Gross Lot Area Development Site Area) ¹¹	--	--	--	--	See Table 10-40.30.030.A		
End Notes							

Table 10-40.30.030.C. Residential Zones – Building Form and Property Development Standards.							
	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
7.	Primary structures, excluding accessory structures, with a roof pitch greater than, or equal to, 6:12 shall be allowed an additional five feet above the maximum building height.						
8.	The elevator and stairwell bulkheads shall be architecturally integrated with the building. Elevator and stairwells bulkheads are allowed an additional 15 feet above the maximum building height. The Director may approve a height greater than 15 feet when the additional height is necessary to accommodate an elevator or stairwell bulkhead, related equipment, or the requirements of the Building or Fire Code.						
9.	Steeple, solar collectors, towers and other unoccupied architectural features are allowed an additional height above the maximum building height equal to 20 percent multiplied by the maximum building height allowed for property's zone. The total area of the referenced allowances above the building height shall not exceed 20 percent of the total roof area.						

Section 13. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, 10-40.30.040 Commercial Zones, Table 10-40.30.040.B. Commercial Zones – Allowed Uses, Services, to add Kennel, Animal Boarding in alphabetical order, modify note 9, and add note 11, as follows:

Table 10-40.30.040.B. Commercial Zones – Allowed Uses						
	Specific Use Regulations	Commercial Zones				
		SC	CC	HC	CS	CB
Services						
Kennel, Animal Boarding	10-40.50.195	--	--	UP¹¹	--	--
End Notes						
9. Single-family and duplex land uses building types (see Division 10-50.110) are permitted by right on lots ≤9,000 sf and existing prior to November 1, 2011, subject to the building placement and building form requirements of the MR zone. A conditional use permit is required for all other building types and multifamily residential uses with three or more units regardless of the size of the lot or parcel.						
11. Outdoor kenneling of animals is prohibited.						

Section 14. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, 10-40.30.040 Commercial Zones, Table 10-40.30.040.C. Commercial Zones – Building Form and Property Development Standards., Building Form Requirements, Building Height (max.), amended reference note 6, and to add reference notes 8, 9 and 10, and to add an End Notes 8, 9 and 10, as follows:

Table 10-40.30.040.C. Commercial Zones – Building Form and Property Development Standards.					
	Commercial Zones				
	SC	CC	HC	CS	CB
Building Form Requirements					
Building Height (max.) Building Height (max.) ^{8, 9 and 10}	35'	60 ^{14, 7}	60 ¹⁴	60 ¹⁴	60 ¹⁴
Density Requirements					
Gross Density (units/acre) (max.) (Not Applicable to Mixed Use)					
Areas of the City without the Resource Protection Overlay (RPO),	13	----- 29 -----			
Areas of the City inside of a pedestrian shed of an activity center delineated on the General Plan, with or without the RPO	13	----- 29 -----			
Areas of the City with RPO, excluding areas of the City inside of a pedestrian shed of an activity center delineated on the General Plan.	13	----- 22 -----			
Gross Density (units/acre) (max.) (Not Applicable to Mixed Use)	13	----- 29 -----			
End Notes					
6. Residential uses with more than two units are allowed as part of a mixed-use development located above or behind the commercial uses and uses, or as a planned residential development (Section 10-40.60.280).					
8. Primary structures, excluding accessory structures, with a roof pitch greater than, or equal to, 6:12 shall be allowed an additional five feet above the maximum building height.					
9. The elevator and stairwell bulkheads shall be architecturally integrated with the building. Elevator and stairwells bulkheads are allowed an additional 15 feet above the maximum building height. The Director may approve a height greater than 15 feet when the additional height is necessary to accommodate an elevator or stairwell bulkhead, related equipment, or the requirements of the Building or Fire Code.					

Table 10-40.30.040.C. Commercial Zones – Building Form and Property Development Standards.					
	Commercial Zones				
	SC	CC	HC	CS	CB
10. Steeples, solar collectors, towers and other unoccupied architectural features are allowed an additional height above the maximum building height equal to 20 percent multiplied by the maximum building height allowed for property's zone. The total area of the referenced allowances above the building height shall not exceed 20 percent of the total roof area.					

Section 15. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, 10-40.30.050 Industrial Zones, Table 10-40.30.050.B. Industrial Zones – Allowed Uses, End Note 7, as follows:

Table 10-40.30.050.B. Industrial Zones – Allowed Uses	
End Notes	
7. Allowed use with applied FAR GFAR standards (see Table 10-40.30.050.C).	

Section 16. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, 10-40.30.050 Industrial Zones, Table 10-40.30.050.C. Industrial Zones – Building Form and Property Development Standards, Building Form Requirements, to add notes reference 7, 8 and 9 to Building Height (max), delete FAR and add GFAR in the standards, to delete FAR and add GFAR in End Notes 3, 4, 5, and 6, and to add an End Notes 7, 8 and 9, as follows:

Table 10-40.30.050.C. Industrial Zones – Building Form and Property Development Standards			
	Industrial Zones		
	RD	LI/LI-O	HI/HI-O
Building Form Requirements			
Building Height (max.) Building Height (max.) ^{7, 8, 9}	60 ^{1,2}	60 ^{1,2}	60 ^{1,2}
Gross FAR (max. area of all uses on a property)	0.50	1.50 ³	2.50 ³
Indoor Commercial Recreation (max. FAR GFAR area) ^{4, 5}	--	0.30	--
Heavy Retail/Service (max. FAR GFAR area) ^{4, 5}	--	0.30	0.30

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**Table 10-40.30.050.C.
Industrial Zones – Building Form and Property Development Standards**

	Industrial Zones		
	RD	LI/LI-O	HI/HI-O
Office/Lodging (max. FAR GFAR area) ^{4, 5}	-----	0.38	-----
All other commercial uses that are allowed in a corresponding industrial zone with a FAR GFAR limitation. (max. FAR GFAR area) ^{4, 5}	--	0.25	--
Live/Work (max. FAR GFAR area) ^{4, 5}	End Note 6	End Note 6	--
End Notes			
3. Retail use allowed in these industrial zones are subject to the additional FAR GFAR 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 GFAR areas allowed. The maximum FAR GFAR of the commercial uses allowed is not cumulative. An individual use that has a maximum FAR restriction shall not exceed the FAR GFAR allowed for the use. Example: A development is proposed with two commercial uses, the first use (Services) has a maximum FAR GFAR restriction of 0.30 and the second use (Office) has maximum FAR GFAR restriction of 0.38. The total maximum FAR GFAR for all commercial use in the development is 0.38 since it is the greater of the two commercial uses. If Service uses of the development are to have a FAR GFAR of 0.30, then the remaining 0.08 FAR GFAR may be used for the Office use. The total maximum FAR GFAR of both uses shall not exceed 0.38, and the Service use shall not exceed 0.30 since it is restricted to an FAR GFAR of 0.30.			
5. The allowed commercial uses in the industrial zone that have a limitation on the max. FAR GFAR 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 GFAR specified for the property's corresponding zone.			
7. Primary structures, excluding accessory structures, with a roof pitch greater than, or equal to, 6:12 shall be allowed an additional five feet above the maximum building height.			
8. The elevator and stairwell bulkheads shall be architecturally integrated with the building. Elevator and stairwells bulkheads are allowed an additional 15 feet above the maximum building height. The Director may approve a height greater than 15 feet when the additional height is necessary to accommodate an elevator or stairwell bulkhead, related equipment, or the requirements of the Building or Fire Code.			
9. Steeple, solar collectors, towers and other unoccupied architectural features are allowed an additional height above the maximum building height equal to 20 percent multiplied by the maximum building height allowed for property's zone. The total area of the referenced allowances above the building height shall not exceed 20 percent of the total roof area.			

Section 17. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.060 Public and Open Space Zones, subsection C. Public and Open Space Zones – Building Form Standards, Building Form Requirements, Building Height (max.), to add reference notes 3, 4 and 5, and to add an End Notes 3, 4 and 5, as follows:

C. Public and Open Space Zones – Building Form Standards

Building Form Requirements			
Building Height (max.)	60' ²	--	--
Building Height (max.)^{3, 4, 5}			
End Notes			
3. Primary structures, excluding accessory structures, with a roof pitch greater than, or equal to, 6:12 shall be allowed an additional five feet above the maximum building height.			
4. The elevator and stairwell bulkheads shall be architecturally integrated with the building. Elevator and stairwells bulkheads are allowed an additional 15 feet above the maximum building height. The Director may approve a height greater than 15 feet when the additional height is necessary to accommodate an elevator or stairwell bulkhead, related equipment, or the requirements of the Building or Fire Code.			
5. Steeples, solar collectors, towers and other unoccupied architectural features are allowed an additional height above the maximum building height equal to 20 percent multiplied by the maximum building height allowed for property’s zone. The total area of the referenced allowances above the building height shall not exceed 20 percent of the total roof area.			

Section 18. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.020 Applicability, subsection D. Exemptions., as follows:

10-40.40.020 Applicability

- A. The requirements of this division shall apply to all proposed development within transect zones, and shall be considered in combination with any applicable standards in Division 10-40.50, Overlay Zones, and the standards for the applicable zone in Chapter 10-50, Supplemental to Zones.
- B. In transect zones where ~~a historic~~ **an overlay district zone** applies (See Section 10-40.50.030, Overlay Zones), the ~~historic district overlay~~ standards shall apply in addition to those applied through the transect zones. **If there is a conflict between transect standards and the overlay standards, the more restrictive standard shall govern, unless:**
 - 1. The overlay zone requirements state that the overlay zone standards shall govern; or**

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2. The Heritage Preservation Commission determines that the less restrictive standard is necessary to maintain the historic nature or context of the property, structure, or area within the Historic Overlay Zone.

C. Based on the Zoning Map or an approved regulating plan, a parcel may be designated with both a non-transect and a transect zone designation. In this case, a property owner may apply either the standards of the non-transect zone or the transect zone, but in no case may the standards from both zones be applied at the same time. If a property owner decides to select a transect zone they must sign before a notary public a contractual agreement that runs with the land on a form prepared by the City and approved by the City Attorney’s Office, stating that transect zone standards hold precedence over the non-transect zone standards when in conflict. The City shall record the contractual agreement.

D. The Historic Preservation Officer may recommend, and the Historic Preservation Commission may approve an exemption from the transect frontage provisions if the commission finds that the:

- 1. Exemption is necessary to maintain the historic nature of the structure or property; and**
- 2. Property is eligible to be listed on the National Register of Historic Places.**

If the Historic Preservation Commission approves an exemption, the Commission may require reasonable Conditionals of Approval to maintain the historic nature of the structure or property.

Section 19. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.50: Overlay Zones, Section 10-40.50.030 Overlay Zones, subsection C. Building Form Standards., Density and Lot Size Requirements, to delete Net FAR, as follows:

10-40.50.030 Overlay Zones

C. Building Form Standards.

Building Form Standards	AO	DO	LO	RPO ¹	TO
Density and Lot Size Requirements					
Net FAR	Refer to underlying zoning				

Section 20. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, to add section 10-40.60.195 Kennel, Animal Boarding, to the list of sections of the Division, in numerical order, as follows:

Division 10-40.60: Specific to Uses

10-40.60.195 Kennel, Animal Boarding

Section 21. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, to add section 10-40.60.195 Kennel, Animal Boarding, as follows:

10-40.60.195 Kennel, Animal Boarding

- A. An Animal Boarding Kennel in the Highway Commercial (HC) zone shall comply with the following:**
- 1. Maximum Gross Floor Area: 10,000 square feet;**
 - 2. Prior to the issuance of a building permit, or occupancy of the building area if a building permit is not required, an Arizona Registrant shall certify that the perimeter walls and ceiling/roof of the Animal Boarding Kennel area will be, or have been (if a building permit is not required), constructed to comply with a sound transmission class of not less than 50, or an Arizona Registrant shall certify that the perimeter walls and ceiling/room of the Animal Boarding Kennel area were field tested and comply with a sound transmission class of not less than 45, in accordance with the American Standard Test Method publication ASTM E90 Standard Test Method for Laboratory Measurements of Airborne Sound Transmission Loss of Building Partitions and Elements, as amended; and**
 - 3. No outdoor activities shall be allowed.**

Section 22. Amend Title 10 FLAGSTAFF ZONING CODE, Chapter 10-40: Specific to Zones, to add Division 10-40.60 Specific to Uses, to add to the list of division of the Chapter, in numerical order, as follows:

**Chapter 10-50:
Supplemental to Zones**

Divisions:

- 10-50.10 Purpose**
- 10-50.20 Architectural Design Standards**
- 10-50.25 Basements, Basement Garages, Building Stem Walls, Crawl Spaces, and Podium Parking Structure Walls**
- 10-50.30 Building Height**
- 10-50.40 Encroachments**
- 10-50.50 Fences and Screening**
- 10-50.60 Landscaping Standards**
- 10-50.70 Outdoor Lighting Standards**
- 10-50.80 Parking Standards**
- 10-50.90 Resource Protection Standards**
- 10-50.100 Sign Standards**
- 10-50.110 Specific to Building Types**
- 10-50.120 Specific to Private Frontages**

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Section 23. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.20: Architectural Design Standards, Section 10-50.20.020 Applicability, subsection A., as follows

10-50.20.020 Applicability

- A. The standards found within this division shall apply to all development within the City in accordance with the requirements and procedures established in Section 10-20.40.140, Site Plan Review and Approval, and as follows:
1. Applications for site plan review or expansions involving commercial, **duplex**, multifamily ~~(duplex and greater)~~, business park, and institutional uses that:
 - a. Contain greater than 1,000 square feet of gross floor area; or
 - b. Include expansions greater than 25 percent of gross floor area. Building additions, either with a single addition or cumulative additions subsequent to February 1, 2002 (the effective date of the Design Review Guidelines adopted into the 1991 Land Development Code), will count towards the 25 percent expansion of gross floor area;
 2. Applications for conditional use permits;
 3. Applications involving facade changes to ~~street frontage~~ building **and structure** elevations **that are visible from a public way, including, but not limited to, public and private streets, public trails and paths, and alleys;** and
 4. Applications for new development in historic districts which shall comply with these standards as well as any design standards established for the district.

Section 24. Amend Title 10 FLAGSTAFF ZONING CODE, Chapter 10-50: Supplemental to Zones, Divisions:, to add Division 10-50.25 Crawl Spaces and Building Stem Walls, and subsection therein, in numerical order, as follows:

Chapter 10-50: Supplemental to Zones

10-50.25 Basements, Basement Garages, Building Stem Walls, Crawl Spaces, and Podium Parking Structure Walls

10-50.25.010 Applicability.

A. The standards found within this division shall apply to all development in the City of Flagstaff.

10-50.25.020 Development Standards.

A. Basements and Basement Garages. The portion of an exterior wall of a basement or basement garage that projects above grade and is visible from a public or private street, or a driveway, shall not exceed 10 feet in height, measured from the abutting finished grade to the finished floor of the first floor of the structure above the finished grade. The exterior of the walls shall be finished with architectural materials and colors consistent with the design of the building. The Director may approve alternative materials and color that are consistent with the design of the building, provided that the alternative materials and color maintains a consistent design theme.

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B. Building stem walls and crawl spaces:

1. Shall not exceed five feet in height, except as allowed in subsection B.1.a. of this section, measured from the abutting finished grade to the first finished floor of the structure above the abutting finished grade.
 - a. The Director may approve a taller stem wall or crawl space up to height no greater than one-foot above the minimum regulatory flood elevation of the first lowest floor elevation that is required to comply with Title 12 Floodplains of the City Code. This allowance may only be approved for residential habitable areas of a development.
2. Exterior walls shall be finished with architectural materials and colors that consistent with the design of the building; and
3. Shall be screened from a public or private street, or driveway, with landscaping when taller than three feet.

C. Podium parking structure exterior walls shall be designed as a building element that is cohesively integrated into the remainder of building’s architectural design, including the consistent use of detailing, fenestrations, architectural materials and colors. The Director may approve alternative materials and color that are consistent with the design of the building, provided that the alternative materials and color maintains a consistent design theme.

Section 25. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.30 Building Height, Section 10-50.30.030 How Building Height Is Measured, as follows:

10-50.30.030 How Building and Structure Height Is Measured

~~This section provides the methodology used to measure the height of a building in terms of number of feet above grade and the number of floors. The methodology applies to primary and accessory buildings and structures. The maximum height of a building or structure is established in Chapter 10-40, Specific to Zones, and Section 10-40.60.020, Accessory Buildings and Structures.~~

~~A. Applicable to All Zones.~~

~~1. Building Height Plane.~~

~~a. The building height plane defines the maximum height that a building may be built. The building height plane follows the natural grade of the site and shall be measured as follows:~~

~~(1) Shall be an imaginary plane parallel to the natural grade;~~

~~(2) Shall be measured vertically at the maximum height allowed in the a zone as established in Chapter 10-40, Specific to Zones, and Section 10-40.60.020, Accessory Buildings and Structures; and~~

~~(3) The Applicants shall be responsible for compliance with the height requirements of this division and verification of the field accuracy of contour data.~~

~~b. Primary buildings with a roof pitch greater than 6:12 shall be allowed an additional five feet above the maximum building height in the zone. Accessory buildings and structures regardless of roof pitch shall not be allowed any additional building height.~~

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2. Overall Building Height.

- a. ~~Overall building height shall be measured vertically from the natural grade or finished grade adjacent to the building exterior to the highest point of any roof element, including the top of a parapet, the top of a mansard roof, or the highest point of the highest pitched roof, whichever yields the greatest height.~~
- b. ~~Overall building height shall not exceed the building height plane, described in subsection (A)(1) of this section, except as follows:~~
 - (1) ~~The following elements attached to a building shall be excluded from the height measurement with the limitation that the total area covered by such elements shall not exceed 20 percent of the roof area of the building:~~
 - (a) ~~Chimneys;~~
 - (b) ~~Stair and elevator towers;~~
 - (c) ~~Mechanical equipment; and~~
 - (d) ~~Steeple, towers and other unoccupied architectural features; provided, that such features may extend a maximum of 20 percent above the building height plane allowed for the zone.~~
 - (2) ~~The following elements attached to a building shall be excluded from the height measurement with no limitations on the roof area covered by such elements:~~
 - (a) ~~Flagpoles; and~~
 - (b) ~~Solar collectors.~~
 - (3) ~~The height of flagpoles shall be limited to the allowable building height of the zone in which it is located. (Refer to the Building Form Standards tables in Chapter 10-40, Specific to Zones.)~~

Figure 10-50.30.030A. Building height plane for an undeveloped site (not drawn to scale).

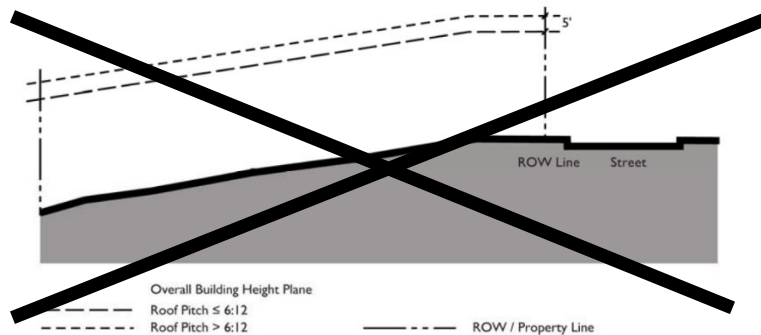


Figure 10-50.30.030B. Pitched roof building height measurements (not drawn to scale).

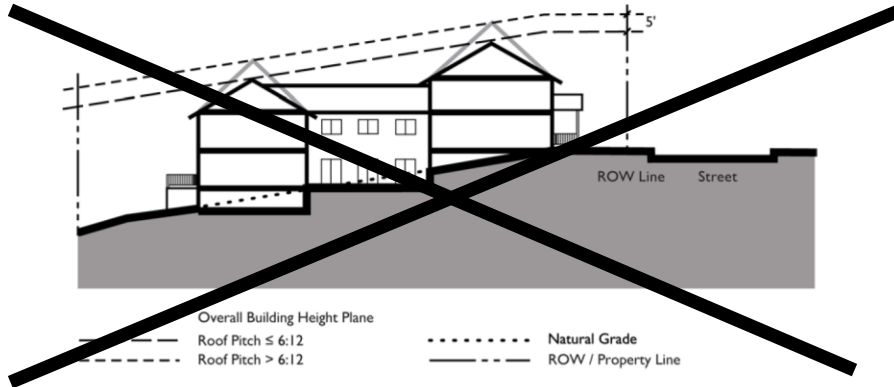
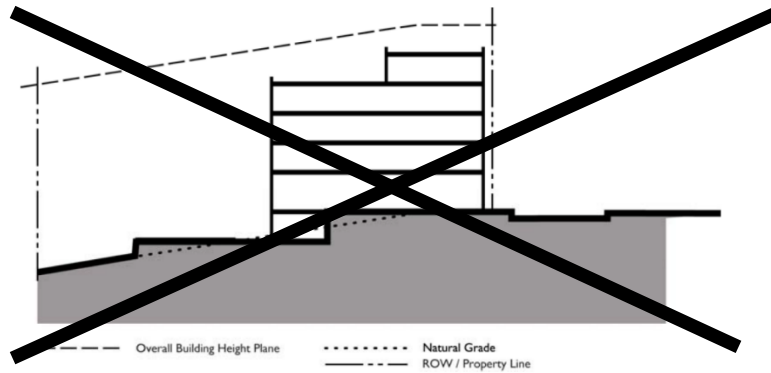


Figure 10-50.30.030C. Flat roof building height measurements (not drawn to scale).



3. ~~Crawl Spaces.~~

- a. ~~Unfinished crawl spaces shall be included in the height calculation.~~**
- b. ~~Unfinished crawl spaces taller than three feet shall be screened with landscaping from view of public streets or thoroughfares.~~**
- c. ~~Unfinished crawl spaces shall not exceed five feet in height measured from the exterior finished grade to the finished floor of the floor above.~~**

4. ~~Basements/Basement Garages. Exterior walls of basements or basement garages visible from a street shall not exceed nine feet in height measured from the exterior finished grade to the finished floor of the floor above.~~

A. Purpose. This section provides the methodology used to measure the height of all structures.

B. Building and Structure Height.

- 1. The height of any building or structure shall be measure from the natural grade or finished grade in accordance with the following:**
 - a. Natural Grade.** The height shall be measured vertically from the top of any point of a structure or building element, including the top of a parapet, the top of a mansard roof, screen wall or pitched roof, to the natural grade directly beneath the point measured, unless the finished grade abutting the building or structure is below the natural grade.

When a height is measured to natural grade, it includes any material used to raise the grade to a finished grade above the natural grade.

- b. **Finished Grade.** When the finished grade abutting a building or structure is below the natural grade, the finished grade shall be used to measure the height.
 - (1) When the finished grade is used, the height shall be measured vertically from the top of any point of a structure or building element, including the top of a parapet, the top of a mansard roof, screen wall or pitched roof, to the lowest finished grade abutting the building or structure that is nearest to a point directly below the point measured. The finished grade outside of doors, landings, light wells, patios, stairways, windows, and similar below grade improvements that provide access or fenestrations to a below grade level are excluded from the building height, provide that the finished grade for these improvements does not extend more than eight feet horizontally from the building.
 - c. The height of all points a structure or building measured in accordance with applicable provisions of subsection B.1.a. or B.1.b. of this section, shall comply with the maximum allowed height of the property's zone.
- 2. Exposed crawl spaces, building stem walls (including stem walls of a basement) podium parking structure and building walls, shall be included in the height calculation.
 - 3. Flagpoles and spires, including similar structures, shall not exceed the maximum allowed building height of the property's zone.

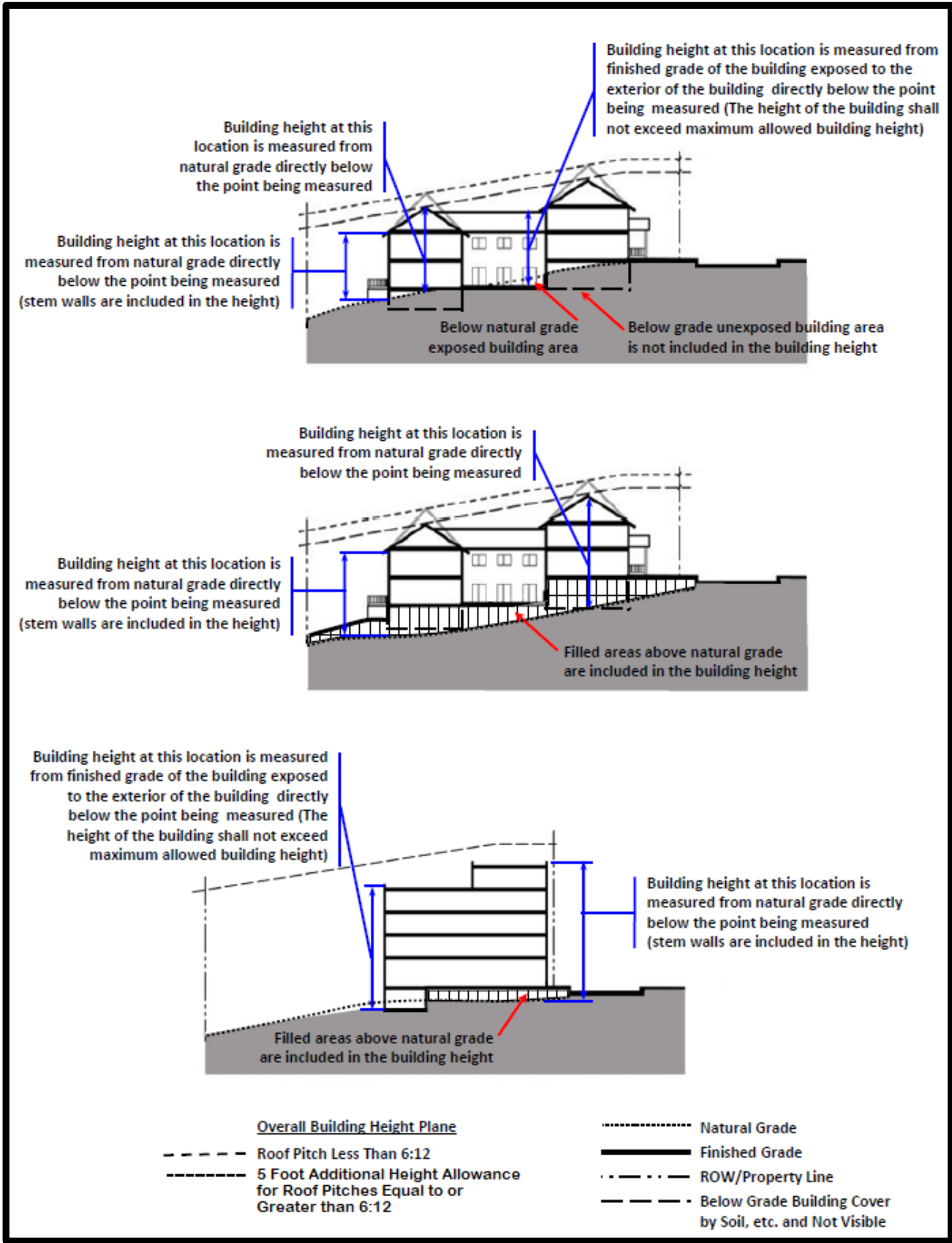


Figure 10-50.30.030.B.
Method of Measuring Building Height

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Section 26. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.50 Fences and Screening, 10-50.50.030 Siting and Building Standards, subsection C. Fences and Walls Between Different Land Uses., paragraph 2, as follows:

Section 10-50.50.030 Siting and Building Standards

C. Fences and Walls Between Different Land Uses.

2. Solid fences and walls between residential, recreation, education, public assembly, and retail uses may replace a portion of the required buffer requirements, as identified in Table 10-50.60.040.B, Buffer and Screening Requirements, with ~~vegetated fencing~~ **evergreen plant material** upon Director approval.

Section 27. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.50 Fences and Screening, , subsection D. Equipment Screening., as follows:

Section 10-50.50.040 General Fencing and Screening Standards

D. Equipment Screening.

1. In all zones, rooftop mounted mechanical ~~and electrical service~~ equipment ~~must be screened from public view to the height of the tallest equipment with materials architecturally compatible with the finishes and character of principal structures as shown in Figure 10-50.50.040B, Rooftop Equipment Screening.~~ shall be:
 - a. Centrally located on the roof to the maximum extent feasible; and
 - b. Screened by a parapet or roof feature on all sides that is no shorter than the tallest object being screened as shown in Figure 10-50.50.040.D.1., Rooftop.

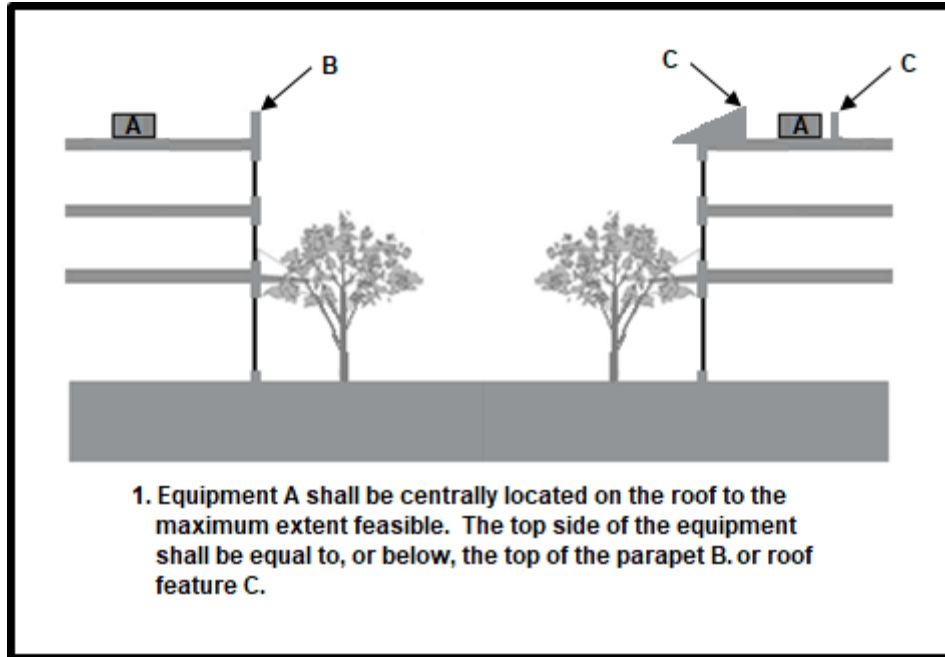
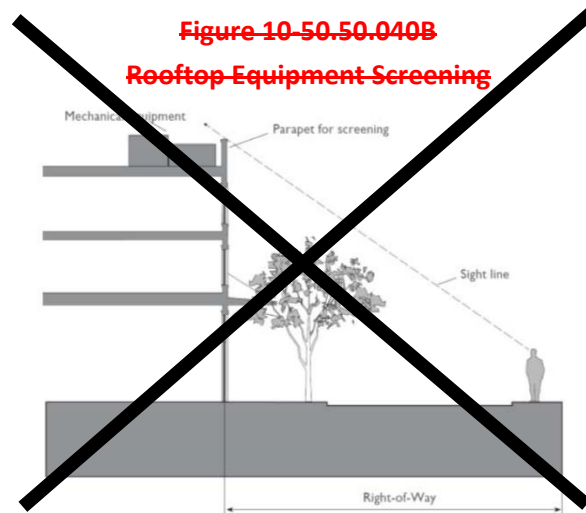


Figure 10-50.50.040.D.1.
Rooftop Equipment Screening

2. Mixed-use, multiple-family, and non-residential Developments.

- ~~2.~~ a. ~~In all zones, ground-mounted-mechanical~~ Ground-mounted, or elevated, mechanical equipment must be screened from surrounding properties, alleys and streets, or enclosed within a building.



- b. Wall-mounted mechanical and electrical service equipment, satellite dishes, and utilities (hereafter the “Equipment”) shall be screened from surrounding properties, alleys and streets.
 - i. As an alternative to screening the Equipment, the Director may approve a design that integrates the Equipment into the architecture of the building if any of the following apply:
 - (a) The Equipment will not be visible from a surrounding property, alley or street at a location equal to, or less than, the height of the Equipment;
 - (b) The screening of the Equipment would prohibit wireless communication with the Equipment, and there is no other alternate location on the development site to place the Equipment;
 - (c) The screening would prohibit proper ventilation of the Equipment as required by the Building Code, Fire Code, or a public utility, and there is no other alternate location on the development site to place the Equipment; or
 - (d) Other similar condition as determined by the Director.

Section 28. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.60: Landscaping Standards, Section 10-50.60.010. Purpose and Benefits, Table 10-50.60.010.A: Benefits of Sustainable Landscaping, Screening, as follows:

10-50.60.010 Purpose and Benefits

Table 10-50.60.010.A: Benefits of Sustainable Landscaping

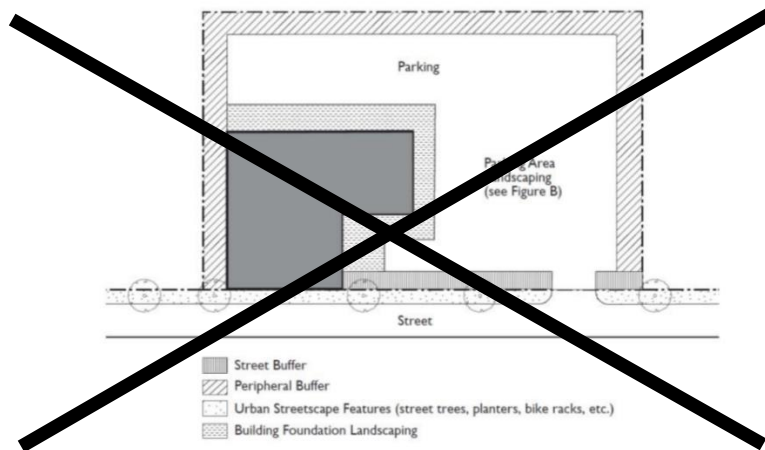
Screening	Plants can Evergreen plants may be used to screen incompatible adjacent uses or above ground and on-site utilities.
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Section 29. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.60: Landscaping Standards, Section 10-50.60.040 Landscape Location Requirements, subsection B. Nonresidential Zone Buffers, as follows:

10-50.60.040 Landscape Location Requirements

~~**B.—Nonresidential Zone Buffers. Landscaping shall be applied through landscaping buffers in nonresidential zones. There are two types of nonresidential landscaping buffers: street buffers and peripheral buffers. Foundation landscaping (see subsection (C) of this section) is also required (see Figure 10-50.60.040A). These buffers shall be landscaped in compliance with Section 10-50.60.050, Landscaping Standards.**~~

Figure 10-50.60.040A

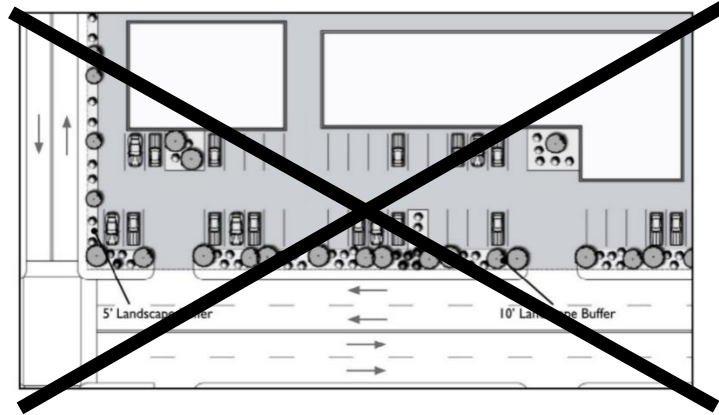


Location of Required Landscape Areas

- 1. Street Buffers.** A landscaped street buffer with a minimum width of 10 feet is required along the street frontage of a site as measured from the street property line (see Figure 10-50.60.040B), except:
 - a.** Street buffers fronting streets with two traffic lanes may be reduced to five feet. If the street buffer is reduced to five feet adjacent to industrial uses or heavy retail/services uses, a six-foot fence shall be located behind the buffer in compliance with Division 10-50.50, Fences and Screening.
 - b.** The City Engineer may approve the placement of up to five feet of the required 10-foot width of required landscaping within the adjacent right-of-way.
 - c.** In non-transect zones and transect zones T5 and T6, required street buffer landscaping along a frontage is not required where an urban form is proposed and buildings are located close to or at the back of the sidewalk or on a property line. However, consistent with the standards established for streets (thoroughfares) in Chapter 10-60, Specific to Thoroughfares, a wider sidewalk to accommodate active pedestrian uses and activities, sidewalk cafes, tree wells, planters, and the placement of such amenities as bike racks, potted plants, or benches is required.

Figure 10-50.60.040B

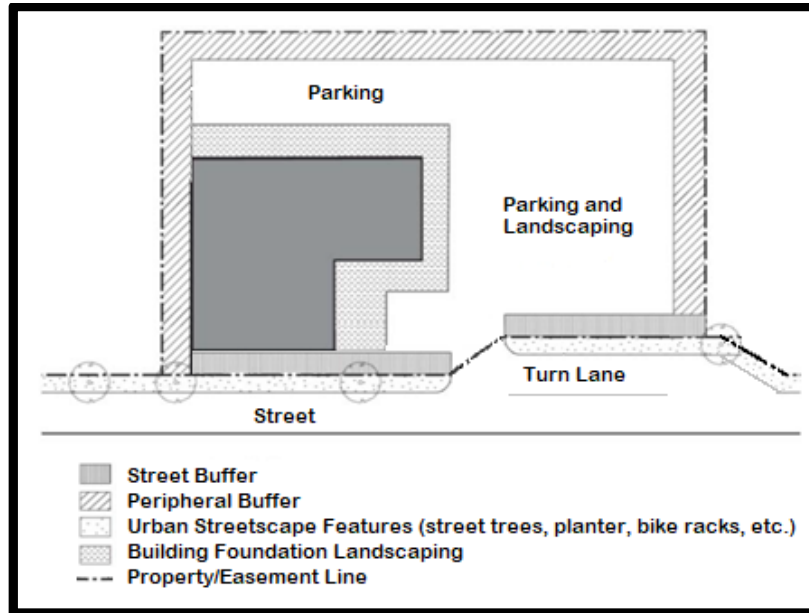
Street Buffer



B. Nonresidential Zone Landscape Buffers. There are two types of landscaping buffers requirements. The landscape buffers are: street landscape buffers and peripheral landscape buffers. The landscape buffers shall be planted in accordance with Section 10-50.60.050, Landscaping Standards.

- 1. Street Landscape Buffers.** The buffers shall be provided on the lot or parcel, and abutting the street property/easement line (see Figure 10-50.60.040.B.1.), unless the provisions of subsections B.2. or B.3. of this section, apply. The buffers shall conform with the following:
 - a. Transect and Non-Transect Zoned Properties Located Within the Area Delineated by the Downtown Regulating Plan.**
 - (1) Minimum buffer width abutting a street with a total of four travel lanes, or greater: 10 feet, unless a smaller width is allowed in B.1.a.(3), below.
 - (2) Minimum buffer width abutting a street with a total of two travel lanes: 5 feet, unless a smaller width is allowed in B.1.a.(3), below.
 - (3) Properties that are zoned Main Street (T5) and T6 Downtown (T6) do not require street landscape buffer abutting a street, although additional width is required for pedestrian improvements in accordance with Chapter 10-60, Specific to Thoroughfares.
 - b. Properties with an Industrial Zone Designation.**
 - (1) Minimum buffer width abutting a street with a total of four travel lanes: 10 feet.
 - (2) Minimum buffer width abutting a street with a total of two travel lanes: 10 feet, unless:
 - (a) The director may approve a buffer width equal to, or great than, five feet, and less than ten feet, when the following criteria have been met:

- i. The lot or parcel is a corner lot or parcel that does not abut a Key Lot or an alley that abuts a Key Lot;
 - ii. The reduced buffer would abut a street adjacent to the street side yard of a corner lot or parcel; and
 - iii. A six-foot fence or wall shall be provide abutting the buffer in compliance with Division 10-50.50, Fences and Screening.
- c. Street Landscape Buffers on All Other Properties.
- (1) Minimum buffer width abutting a street: 10 feet.



Location of Required Landscape Areas

Figure 10-50.60.040.B.1.

- 2. When a public sidewalk or other public improvements are located within the property boundaries, the landscape buffer shall be measured from the interior edge of the sidewalk or improvements, whichever is nearer to the interior of the property.
- 3. Upon review of an applicant's separate written request to the Planning Director, the Planning Director in consultation with the City Engineer may approve the reduction of a required 10-foot wide landscape street buffer to no less than five feet adjacent to the street property line(s), after any required dedications. To approve a request, the Planning Director in consultation with the City Engineer, shall find that:
 - a. The existing site constraints of the property substantially limit the ability to provided the buffer on the property;
 - b. The right-of-way adjacent to the property is at least 10 feet wider than the minimum right-of-way width of the corresponding street cross section specified in Title 13 of the City Code and is not needed for future public sidewalk, street, trail, or other city transportation or infrastructure improvements; and

- c. **At no time shall the building be closer than 10 feet from the interior side of a sidewalk or similar right-of-way improvements, as measured from the point nearest to the interior of the property.**

Section 30. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.60: Landscaping Standards, Section 10-50.60.040 Landscape Location Requirements, to modify the title of subsection D. Parking Area Landscape Standards, and modify paragraph 3. Screening Parking Areas., as follows:

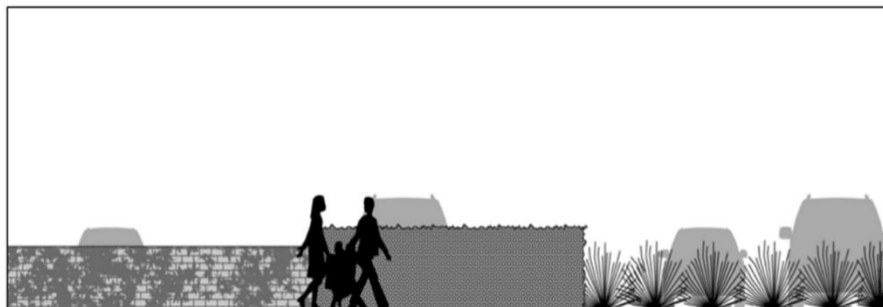
10-50.60.040 Landscape Location Requirements

D. Parking Area Landscape Standards – Residential Multiple-Family Residential and Nonresidential-Nonresidential Development.

3. Screening Parking Areas.

- a. In addition to subsection (D)(1) of this section, planting and screening along the boundaries of parking areas that are adjacent to a street shall be used to break up continuous parking areas by providing color and interest through the use of appropriate landscape materials and through the preservation of existing vegetation.
- b. Landscape screening along the perimeter of parking areas shall be a minimum of three and one-half feet in height. One of the following methods of forming a screen along the full length of the parking area located adjacent to a street shall be used, except where breaks are needed to provide access for pedestrians, bicycles, vehicles, or a required clear view zone (Refer to Engineering Standards, Section 13-10-06-0002, Intersection Sight Triangles, Clear View Zones). Figure 10-50.60.040F illustrates the methods for screening parking.
 - (1) Solid fencing or wall meeting the requirements of Division 10-50.50, Fences and Screening.
 - (2) ~~Shrubs~~ **Evergreen shrubs** planted at sufficient density to form a significant screen within three years of initial planting. Refer to Table 10-50.60.050.B, Required Plant Quantities, and Table 10-50.60.050.C, Plant Sizes, for required plant size and quantities for parking lot screening.
 - (3) Any combination of the above.

**Figure 10-50.60.040F
Screening of Parking Areas**



**Figure 10-50.60.040F
Screening of Parking Areas**

- (4) Landscaping Materials. Landscaping shall be a combination of ground cover, shrubs, and trees. (See Section 10-50.60.050, Landscaping Standards.)
- (5) Plant Protection. Landscape areas susceptible to damage by vehicular or pedestrian traffic must be protected by appropriate means, such as curbs, bollards or low walls provided they are not in conflict with applicable standards for intersection sight triangles as established in the Engineering Standards.

Section 31. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80 Parking Standards, Section 10-50.80.040 Number of Motor Vehicle Parking Spaces Required, Table 10-50.80.040.A: Number of Motor Vehicle Parking Spaces Required, Retail Trade, to add: Tap Room, in alphabetical order, as follows:

10- Use	Number of Required Spaces
Retail Trade	
Tap Room	1 per 300 gsf

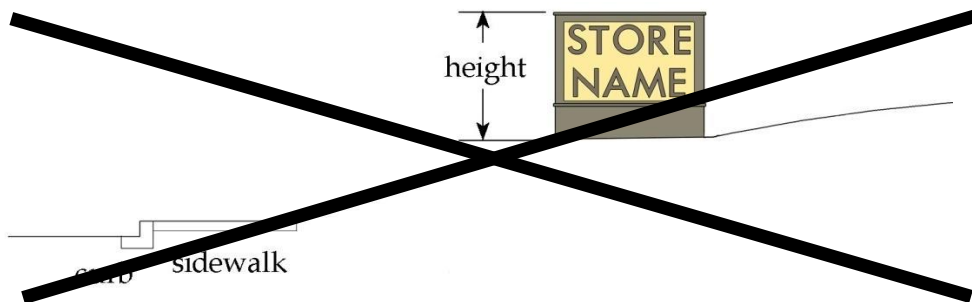
50.80.040 Number of Motor Vehicle Parking Spaces Required

Table 10-50.80.040.A: Number of Motor Vehicle Parking Spaces Required

Section 32. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.100 Sign Standards, Section 10-50.100.050 General Requirements for All Signs, Figure 10-50.100.050E, as follows:

10-50.100.050 General Requirements for All Signs

~~**Figure 10-50.100.050E
Freestanding Sign Height—Signs Higher than the Grade of an Adjacent Road**~~



Revision Date: 03/25/2020

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Resolution No. 2020-17

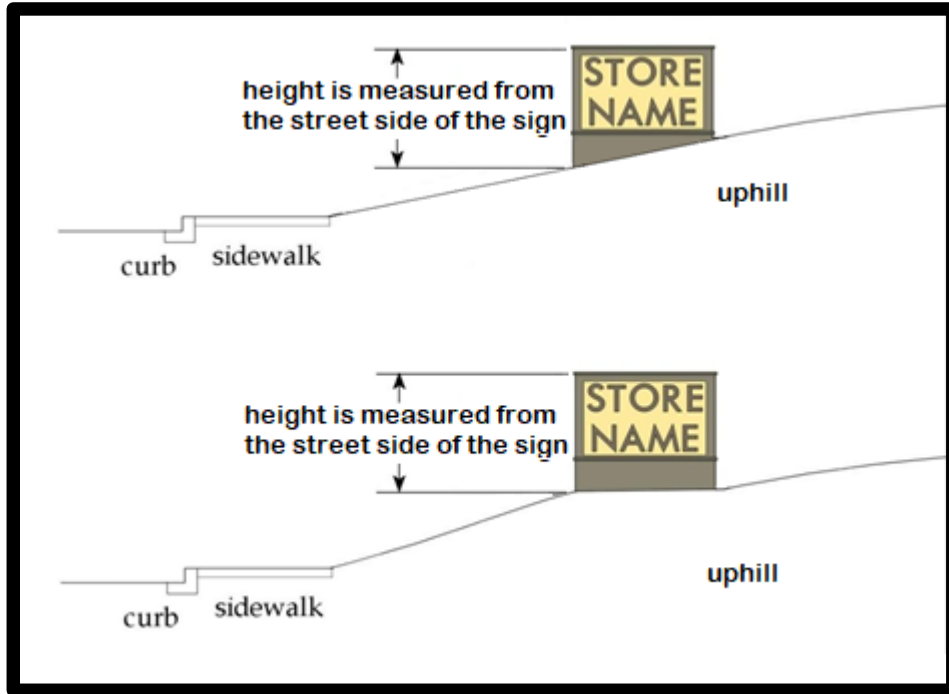


Figure 10-50.100.050E
Freestanding Sign Height – Signs Higher than the Grade of an Adjacent Road

Section 33. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.100 Sign Standards, Section 10-50.100.100 Sign Districts of Special Designation, Table 10-50.100.100.A: Local Examples of Signs Appropriately Designed for the Flagstaff Central District, as follows:

Section 10-50.100.100 Sign Districts of Special Designation

Figure 10-50.100.100A
Local Examples of Signs Appropriately Designed for the Flagstaff Central District



Revision Date: 03/25/2020

Exhibit A
Resolution No. 2020-17



Figure 10-50.100.100A
Local Examples of Signs Appropriately Designed for the Flagstaff Central District

Section 34. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.100 Sign Standards, Section 10-50.100.100 Sign Districts of Special Designation, Figure 10-50.100.100A Standards for Building Mounted Signs in Flagstaff Central District, Individual Sign Area for Each Business, as follows – including adding gridlines and shading to the table:

Table 10-50.100.100.A: Standards for Building Mounted Signs in Flagstaff Central District	
Standard	Standard Allowance
Total Sign Area for a the Multi- and Single-Tenant Building	The greater of: (1) The number of building entries ¹ + 1 sign X 30 sq. ft. (e.g. if a building has 6 entries the Total Sign Area = 6 + 1 X 30 = 210 sq. ft.); or (2) 100 sq. ft. max.
Individual Sign Area for Each Business in a Multi-Tenant Building	The lesser of: (1) 1 sq. ft. to 1 linear ft. of the width of the business space served by an entrance ² ; or (2) 100 sq. ft. max. ; or (3) The total sign area for the building.

Revision Date: 03/25/2020

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 Resolution No. 2020-17

Table 10-50.100.100.A: Standards for Building Mounted Signs in Flagstaff Central District	
Standard	Standard Allowance
Number of Signs	Number of building entries entries ¹ + 1.
Sign Placement	<p>(1) No higher than the lesser of either:</p> <ul style="list-style-type: none"> (1) (a) The second story sill level; or (2) (b) On or above the expression line of any building; or (3) (c) Not above any visible roofing material on the building element; or (4) (d) Max. 25 feet. <p>(2) At least 1 sign shall be associated with the building entry zone¹ (may be wall mounted, projecting, awning, etc.).</p> <p>(3) Sign copy on awnings is only permitted on first story windows.</p> <p>(4) Where multiple businesses use a common entrance, a common sign shall be placed adjacent to the sidewalk level building entry³.</p>
Painted Building Mounted Signs	<p>(1) Shall comply with Table 10-50.100.060.C.</p> <p>(2) The requirement for three dimensional form required in the Findings for Signs Proposed in the Central District shall not apply.</p>
Illumination	See Section 10-50.100.050(C).
Permitting	Sign permit is required.
End Notes	
<p>¹ 1. Building entries in this context do not include service entries or separate doors for lodging rooms. A series of doors grouped together shall be considered one building entry.</p> <p>² 2. Where a building has multiple frontages (i.e., a corner building), the shortest frontage shall apply.</p> <p>³ 3. Two or more businesses served by a common entrance are considered one business for sign computation purposes.</p>	

Section 35. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, as follows:

**Division 10-50.110:
Specific to Building Types**

Sections:

- 10-50.110.010 Purpose**
- 10-50.110.020 Applicability**
- 10-50.110.030 Building Types Overview**
- 10-50.110.040 Carriage House**
- 10-50.110.050 Single-Family Estate**
- 10-50.110.060 Single-Family House**
- 10-50.110.070 Single-Family Cottage**
- 10-50.110.080 Bungalow Court**
- 10-50.110.090 Duplex, Side-by-Side**
- 10-50.110.100 Duplex, Stacked**
- 10-50.110.110 Duplex, Front-and-Back**
- 10-50.110.120 Stacked Triplex**
- ~~10-50.110.120~~ **10-50.110.130 Townhouse**
- ~~10-50.110.130~~ **10-50.110.140 Apartment House**
- ~~10-50.110.140~~ **10-50.110.150 Courtyard Apartment**
- ~~10-50.110.150~~ **10-50.110.160 Live/Work**
- 10-50.110.170 Apartment Building**
- ~~10-50.110.160~~ **10-50.110.180 Commercial Block**

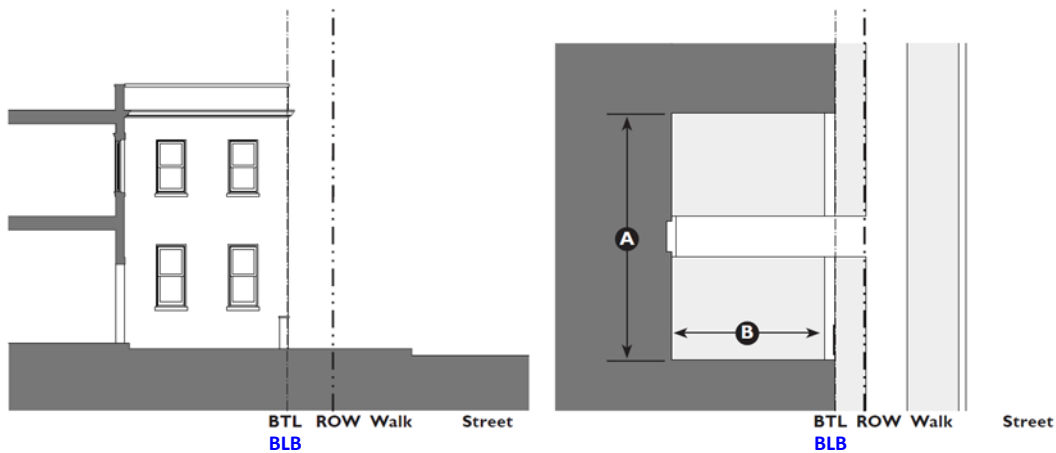
Section 36. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110 Specific to Building Types, Section 10-50.110.120 Stacked Triplex, Subsection B. Lot, and delete End Note 1, as follows:

Section 10-50.110.120 Stacked Triplex

B. Lot	
Lot Size Size	
Width	50' min.; 75' max. 75' min.; 100' max.
Depth	100' min.; 150' max.
End Note	
¹Applies to newly created lots.	

Section 37. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.120 Specific to Private Frontages, Section 10-50.120.080 Forecourt, to amend graphic and the associated key, as follows – including adding gridlines and shading to the table:

10-50.120.080 Forecourt



Revision Date: 03/25/2020

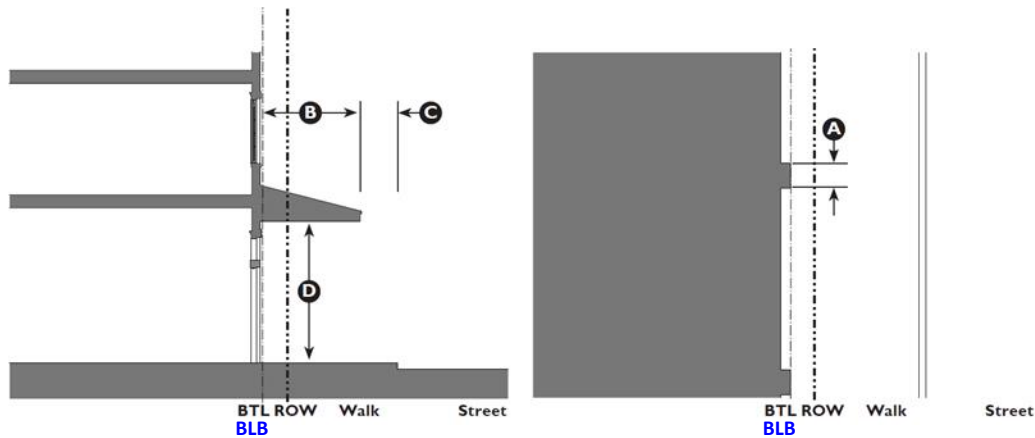
Exhibit A
Resolution No. 2020-17

Key	
----	ROW/Property Line
----	Setback-Line
-----	BLT BTL - Build to Line (Transect Zones) BLB-Back of Landscape Buffer (Non-Transect Zones), which shall be measured from the property line/right-of-way line in all situations, including Planned Residential Developments.

Figure 10-50.120.080 Forecourt

Section 38. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.120 Specific to Private Frontages, 10-50.120.100 Shopfront, to amend the graphic and the associated key, as follows – including adding gridlines and shading to the table:

10-50.120.100 Shopfront

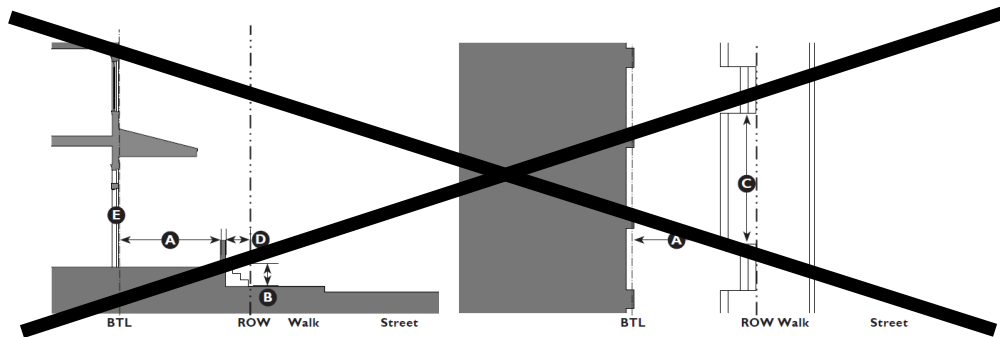


Key	
----	ROW/Property Line
----	Setback-Line
-----	BLT BTL - Build to Line (Transect Zones) BLB-Back of Landscape Buffer (Non-Transect Zones), which shall be measured from the right-of-way line in all situations, including Planned Residential Developments.

Figure 10-50.120.100 Shopfront

Section 39. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.120 Specific to Private Frontages, Section 10-50.120.110 Terrace Shopfront, to amend the graphic and the associated key, as follows – including adding gridlines and shading to the table:

10-50.120.110 Terrace Shopfront



Key	
----	ROW/Property Line
---	Setback-Line
---	BLT BTL- Build to Line (Transect Zones), unless a greater setback is required by the sum of the distance of A and D.
----	BLB -Back of Landscape Buffer (Non-Transect Zones), which shall be measured from the right-of-way line in all situations, including Planned Residential Developments, unless a greater setback is required by the sum of the distance of A and D.

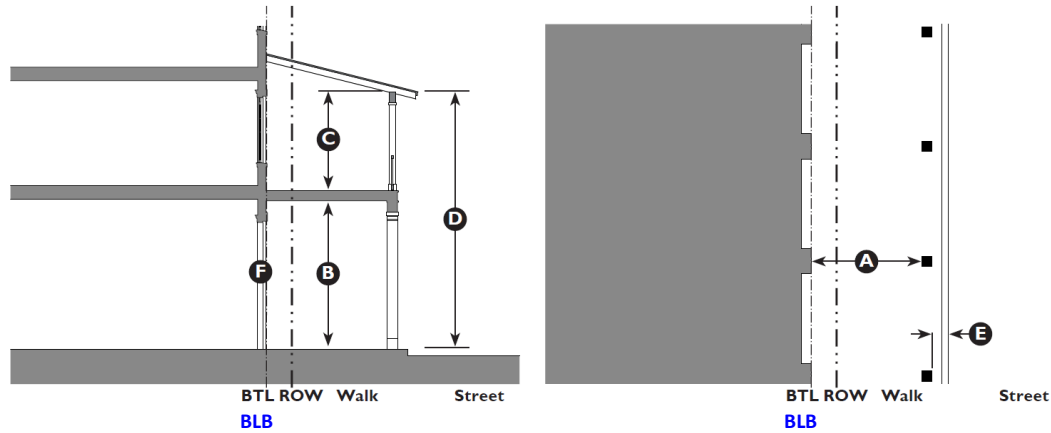
Figure 10-50.120.110 Terrace Shopfront

Revision Date: 03/25/2020

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Section 40. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.120 Specific to Private Frontages, 10-50.120.120 Gallery, to amend the graphic and the associated key, as follows – including adding gridlines and shading to the table:

10-50.120.120 Gallery



Key	
- · - · -	ROW/Property Line
---	Setback Line
---	BLT BTL - Build to Line (Transect Zones)
---	BLB-Back of Landscape Buffer (Non-Transect Zones), which shall be measured from the right-of-way line in all situations, including Planned Residential Developments.

Figure 10-50.120.120 Gallery

Section 41. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, and Building Functions, 10-80.20.010 Definitions “A”, to delete the terms “Acreage, Gross”, and “Acreage, Net”, as follows:

~~**Acreage, Gross: Ground area, including all proposed and existing streets within a development or subdivision.**~~

~~**Acreage, Net: The remaining ground area after deleting all portions for proposed and existing streets within a development or subdivision**~~

Section 42. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, and Building Functions, 10-80.20.040 Definitions “D”, to delete the terms “Density”, modify “Development Site”, “Development, Multiple-Family”, and “Duplex”, and to add the terms “Density, Gross” and “Development Site Area” in alphabetical order, as follows:

~~Density: The number of dwelling units within a standard measure of land area, usually given as units per acre.~~

- ~~1.— Density, Gross (GD): The quotient of the total number of dwelling units divided by the base site area of a site.~~
- ~~2.— Density, Net (ND): The quotient of the total number of dwelling units divided by the net buildable site area on a site.~~

Density, Gross: is the number of dwelling units allowed on one acre of a development site. The density of a development is calculated by the total number of dwelling units divided by the total acreage of the Development Site Area.

Development - Multiple-Family: Is a development (including a residential condominium) consisting of any number of structures, or portion thereof, that contains a total of three or more dwelling units on a lot or parcel

Development Site: Any ~~is any plot lot~~ or parcel of land, or combination of contiguous lots or parcels of land, whether under common ownership or multiple ownership, which constitutes a site on which development is proposed, ~~under construction,~~ or exists.

Development Site Area: Is the total area of a development site, excluding all existing dedications for public rights-of-way or private street tract(s).

Duplex: A residential building designed to be occupied by two families living independently of each other with two attached **or detached** dwelling units on one lot or parcel. ~~Said~~ If **attached, the** units may be attached front-to-back **or** side-to-side **with a common or party wall**, or stacked one atop the other **with a common ceiling-floor separating the units.**

- ~~1.— Front-to-Back: An attached building type with two independent living units with one unit placed behind the other and sharing a common or party wall.~~
- ~~2.— Side-by-Side: An attached building type with two side-by-side independent living units sharing a common or party wall.~~
- ~~3.— Stacked: An attached building type with two independent living units stacked one on top of the other~~

Section 43. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, and Building Functions, Section 10-80.20.060 Definitions, “F”, pertaining to the terms “Finished Grade”, “Floor Area Ratio, Gross (GFAR)”, and delete “Floor Area Ratio, Net (FAR)”, as follows:

Finished Grade: Existing is the man-made topography of a site at the completion of construction grading.

Floor Area Ratio, Gross (GFAR): An intensity measured as a ratio derived by dividing the total floor area in square feet of a building or structure all buildings or structures on a development site by the base development site area in square feet (or lot area as modified for established development districts).

Floor Area Ratio, Net (FAR): An intensity measured as a ratio derived by dividing the total floor area of a building or structure by the net buildable site area.

Section 44. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.090 Definitions, “I”, the term Industrial, Heavy – General, as follows:

Industrial, Heavy – General: Construction, manufacturing, transportation, and public utilities, and those uses which that may have severe potential for negative impact on any uses located relatively close to them. Differs from light industrial uses in that it includes uses that require unenclosed structures that are large, tall, and unsightly, such as concrete batching plants. These uses also have enormous the potential for generation of dust, noise, and odor and may involve large amounts of exterior storage. Because of their scale, they are likely to have a regional impact. This term specifically includes, but is not limited to, the following uses:

Chemicals and allied products (except drugs)	Primary metal industries
---	--------------------------

Electrical distribution equipment	Processing of animal/fish oils and meat products
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Electrical industrial apparatus	Railroad transportation
---------------------------------	-------------------------

Heavy construction contractors	Rubber and miscellaneous plastics
--------------------------------	-----------------------------------

Leather tanning	Sawmills, planing mills and storage of logs, paper, pulp, or paperboard mills
-----------------	--

Manufacturing of alcoholic beverages	Stone, clay and glass products including concrete plants
Machinery	Transportation equipment
Petroleum and coal products	Utility, production or processing facilities, but not offices or transmission or distribution

Section 45. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.110 Definitions “K”, to add the term “Key Lot” and the Figure 10-80.20.110. Key Lot., as follows:

Key Lot: is a lot or parcel that abuts a corner lot that has its side lot line in common with the rear lot line of the corner lot, or alley abutting rear lot line of the corner lot, and the lot fronts on to a street that forms the street side of the corner lot.

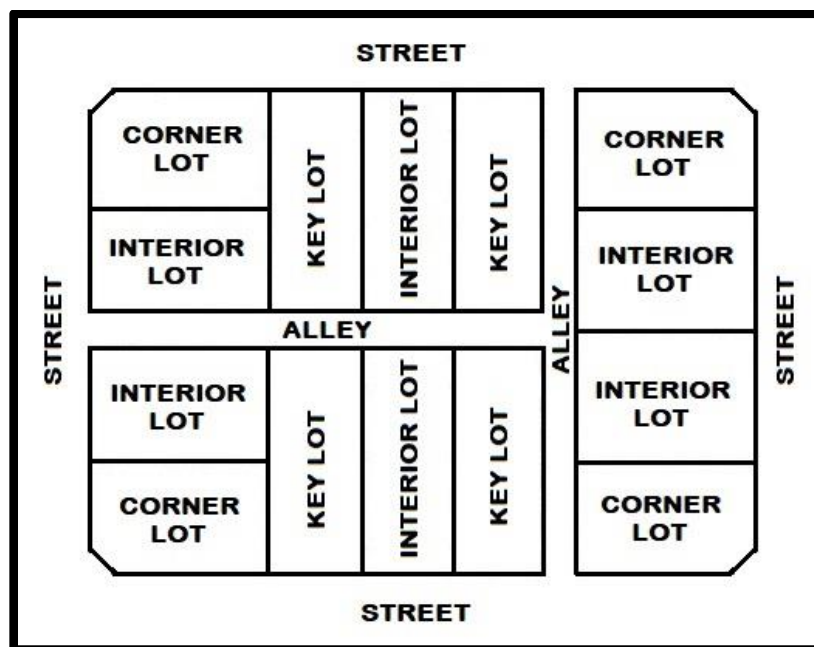


Figure 10-80.20.110. Key Lot.

Section 46. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.130 Definitions, “M”, for the term “Micro-brewery or Micro-distillery”, as follows:

10-80.20.130 Definitions, “M”

Micro-brewery or Micro-distillery: A facility engaged in the production, bottling, and packaging of beer and other fermented ~~malt~~ beverages or spirituous beverages **that contain ethanol. on-site that may include a taproom in which guests/customers may sample or purchase the product. A taproom may be included in a Micro-brewery or Micro-distillery, subject to the requirements of the Zoning Code.**

Section 47. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.140 Definitions, “N”, to add the term “Natural Grade”, as follows:

Natural Grade: is the natural terrain elevation of the land prior to any grading that disturbs the land.

Section 48. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.150 Definitions, “O”, for the terms

Outdoor ~~Storage or~~ Display: The ~~storage or~~ display of any personal or business materials, products, or equipment outside of a building.

Section 49. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.180 Definitions, “R”, to add the term “Railroad Shop”, as follows:

Railroad Shop: is a facility that builds new and/or repairs locomotives and railroad cars, including the fabrication of parts.

Section 50. Amend Title 10 FLAGSTAFF ZONING CODE, APPENDICES, to repeal Appendix 2.0 Planning Fee Schedule, and adopt Appendix 2.0 Planning Fee Schedule, as follows:

**Appendix 2
Planning Fee Schedule**

- A. By separate ordinance, the City Council shall adopt applicable fees for planning and related applications and/or services.**
- B. The applicable fee schedule shall be available at the Community Development Division.**

ORDINANCE NO. 2020-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED “CASE NO. PZ-19-00125 UPDATES TO ZONING CODE 2020 – MISCELLANEOUS PART 1”; PROVIDING FOR PENALTIES, 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, 10-30, 10-40, 10-50, and 10-80, and Appendix 2, to ensure, among other things, to correct known errors and conflicts, incorporate technical corrections and clarity, modify existing and add new requirements, provisions, and definitions of the Zoning Code; and

WHEREAS, A citizen review session was held at the Planning Commission work session on January 22, 2020, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held public hearing on February 26, 2020, and provided a recommendation to City Council on proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning Division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10-20.50.040 of the Flagstaff Zoning Code have been met; and

WHEREAS, that certain document entitled *Case No. PZ-19-00125 Updates to Zoning Code 2020 – Miscellaneous Part 1*," one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2020-17.

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. That certain document known as “*Case No. PZ-19-00125 Updates to Zoning Code 2020 – Miscellaneous Part 1*” one(1) paper copy and (1) electronic copy are on file in the office of the City Clerk of the City of Flagstaff, Arizona, which document is declared a public record by Resolution No. 2020-17 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

SECTION 3. The Zoning Code text amendment is consistent with and conforms to the goals of

the Regional Plan.

SECTION 4. 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 5. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. 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 8. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 9. Effective Date

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 5th day of May, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Daniel Symer

From: David Carpenter <dc@hopeaz.com>
Sent: Friday, January 24, 2020 5:23 PM
To: Daniel Symer
Cc: Tiffany Antol
Subject: Zoning Code Revisions

Follow Up Flag: Follow up
Flag Status: Flagged

Dan-

I watched your P&Z presentation from the 22nd and I had a few comments and questions on the latest zoning code revisions:

- The new footnote in table 10-40.30.040.C seems to reduce the by right 29 units/acre to 22 for parcels that are outside of the ped shed in the general plan. Previously density is only reduced to 22 if the property was in the RPO, and I'm not aware of any reference to the general plan in that part of the code. But it also hard to read, so it's hard to tell if maybe you are trying to restrict density outside the ped shed, or to grant increased density in the RPO if you are also in the ped shed. This might need some clarification.
- In the new basement and crawl section 10-50.25.020
 - A. Creating a hard fast 9 foot rule seems like a no brainer on a flat lot but will be very hard to follow if the lot has any slope.
 - B. 1. Creating a hard fast 5 foot rule creates a catch 22 in the flood plain where a crawl space may need to be up to 6-7 feet to meet the FEMA rules
 - B.1. Creating a hard fast 5 foot rule will be very hard to comply on slopped lots. I've seen houses with crawl spaces that go from 3' to 15' over sometimes as little as 20 feet. Maybe you are trying to govern the amount of stem wall seen that is made out of concrete, but the stem walls would be OK if framed and had siding? Its hard to know what your intention is here but the outright banning of crawls spaces taller than 5' will create many issues in our highly topographic city.
 - B. 2. Craws spaces and stem walls are not traditionally building materials that are consistent with the design of a building (they are more complementary). For instance a building with all wood siding would not have wooden siding on the foundation walls. These walls should be block, concrete, stucco, or stone. Maybe list the appropriate materials you are trying to see more of... what are you trying to prevent here?
- In the section about building height in the last paragraph C Exceptions to the building height, you are changing the intent by combining stairwells and elevators in with the other elements that are subject to a 20% max height calculation. This will mean that only buildings that are 50' or greater will be able to exceed max height for a stairwell or elevator. This is because a stairwell or elevator is always going to be 10-15' tall to be able to serve the roof for a stairwell, or the top story in the case of an elevator. So, for instance if you have a 3 story building that is 35' tall, the way your draft is written now the stairwell or elevator can only be 7' tall. It is impossible to serve a rooftop with a 7' staircase and renders this section moot for anything less than 50'. Previously stairwells and elevators we allowed to exceed but limited to a % of the roof area not a height constraint.
- In 10-50.60.040 non-residential landscape requirements adding a min 10' from the back of sidewalk is a lot of land in an urban setting. This may make a lot of sense for a larger lot or in a suburban setting , but is there a way to waive this requirement when the parcel is urban in nature similar to the way T5 and T6 are waived ? or

maybe reduce to a 5' minimum? A parkway, plus sidewalk, plus 10 feet just seems like a huge setback (and inconsistent with the actual setbacks) and inconsistent with the way the urban parts of the city look. Maybe parkway trees, planters, or street trees can take the place of this 10' buffer? There are thoughtful ways to get landscaping in an urban setting without pushing the building back an abnormal amount. I think a 5' minimum might be a good place to start.

- It does not make sense to require a 75' wide lot to build a triplex, we have proven that the triplex works fine on 50' x 130' lots (so long as there is an alley). All the lots in the urban part of the city are 50' wide, so you are effectively barring their construction and reducing density in the urban core of the city where we are trying to increase density. Maybe require alley loading parking as a new restriction to make them work better, but the 75' is really just a ban since the city lots are not that wide. You rational in justifying this change by saying that the triplex needs to have 2,500 SF per unit as noted in table/footnote 6 of the residential zone standards, does not make sense because the 2,500 SF requirement is for a residential building in a "non-transect" zone. There were always supposed to be advantages to switching to the transect zone built into the code on purpose. This increased density over the underlying zoning was the main incentive. What you get in trade off is 35' in height as apposed to 60' in the underlying HR zone.

If you could please respond and make my comments available to P&Z and council I would appreciate it.

Thank You,

David Carpenter



Hope Construction
495 S River Run Rd.
Suite 100
Flagstaff, AZ 86001

P 928-527-3159
F 928-527-0357
C 928-380-5808

Daniel Symer

From: David Carpenter <dc@hopeaz.com>
Sent: Friday, February 28, 2020 5:37 PM
To: Daniel Symer
Subject: Rooftop Equipment Screening

Follow Up Flag: Follow up
Flag Status: Flagged

Dan-

So long as you are taking a moment to revise the code section on equipment screening I would like to offer a suggestion that this requirement in the code only apply to new construction. We have had several projects over the years where this requirement made it difficult and costly to simply install a vent or an AC condenser. On a project that we are designing right now the addition of an equipment screen, and more importantly the added wind loads that they must be designed for, was causing the load on the roof to exceed its original design parameters. This in turn was causing the removal of all the roofing, the reframing of the roof and then re-roofing the area, just to hide two air handlers. The cost was \$20,000.

The "section/sketch" shown as an example in the code is of a traditional commercial roof with parapet but most roofs in flagstaff are gables, or a maybe old commercial roofs with little or no parapet wall. I think this would be a great time to brainstorm a little about if any accommodations can be made in the more typical (atypical) situations. There must be some way to allow remodeling or upgrading an old building without subjecting folks to this kind of expense. Maybe in some situations equipment can be painted like the Tourist Home did as an option for the applicant? This is a relatively newer rule in Flagstaff so now that we know about some of the unintended consequences I'm hopeful some ideas can be thrown around before the work session.

Thank You,

David Carpenter



Hope Construction
495 S River Run Rd.
Suite 100
Flagstaff, AZ 86001

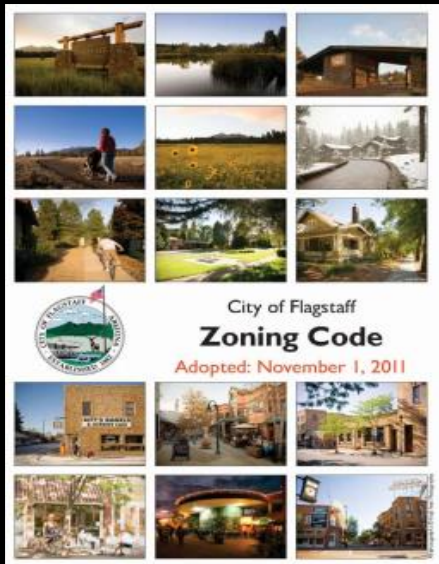
P 928-527-3159
F 928-527-0357
C 928-380-5808

City Council

City's Request to Amend the Zoning Code Case PZ-19-00125



Dan Symer, AICP
Zoning Code Manager





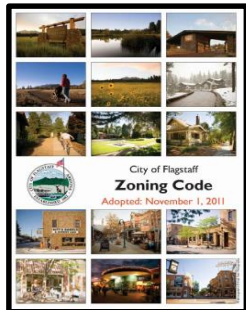
City Council Public Hearing



City's Proposed Zoning Code Text Amendment:

Purpose:

- **Resolve conflicts, incorporating technical and clarity corrections, simplify and modify requirements and remove redundancy, and**
- **Clarify and add to the definitions.**





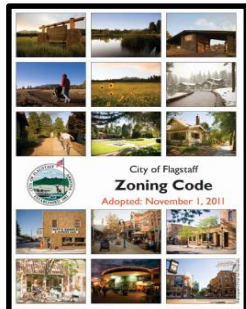
City Council Public Hearing



City's Proposed Zoning Code Text Amendment

Chapter 10-20: Administration, Procedures, and Enforcement:

- **Expiration Timeframes:**
 - **Concept Plan Review**
 - **Site Plans**
- **Exempting animal keeping shelters less than 50 square feet**
- **Initiation of Zoning Code and Map Amendments**

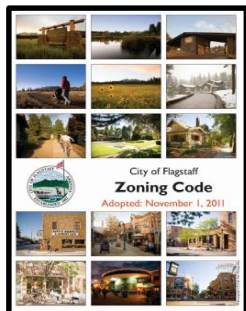




City's Proposed Zoning Code Text Amendment

Chapter 10-40: Specific to Zones:

- **Non-Transect Zones,**
 - **Incorporated modifications to standards for residential lots**
 - **Relocated the building height allowance for pitched roofs**
 - **Clarified Gross Floor Area Ratio (GFAR) requirements**
 - **Added Kennel, Animal Boarding to the Highway Commercial (HC) zone**





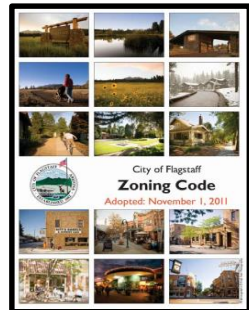
City Council Public Hearing



City's Proposed Zoning Code Text Amendment

Chapter 10-40: Specific to Zones:

- **Commercial Non-Transect Zones,**
 - **Relocated the building height allowance for pitched roofs**
 - **Clarified Gross Floor Area Ratio (GFAR) requirements**
 - **Added Kennel, Animal Boarding to the Highway Commercial (HC) zone**





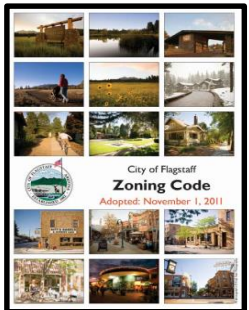
City Council Public Hearing



City's Proposed Zoning Code Text Amendment

Chapter 10-40: Specific to Zones:

- **Transect Zones,**
 - **Address conflicts between overlays and transect requirements**
 - **Incorporated exceptions to preserve historic nature or context of the property**





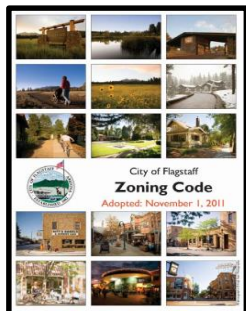
City Council Public Hearing



City's Proposed Zoning Code Text Amendment

Chapter 10-50: Supplemental to Zones

- Clarified which façade changes are subject to Architectural Design Standards
 - Visible from a public way
- Relocated and clarified the design requirements for exterior walls.
- Clarified the building height measurement provision

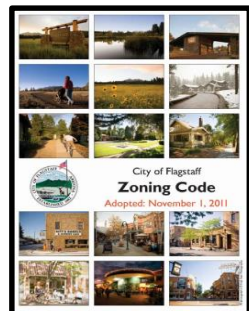
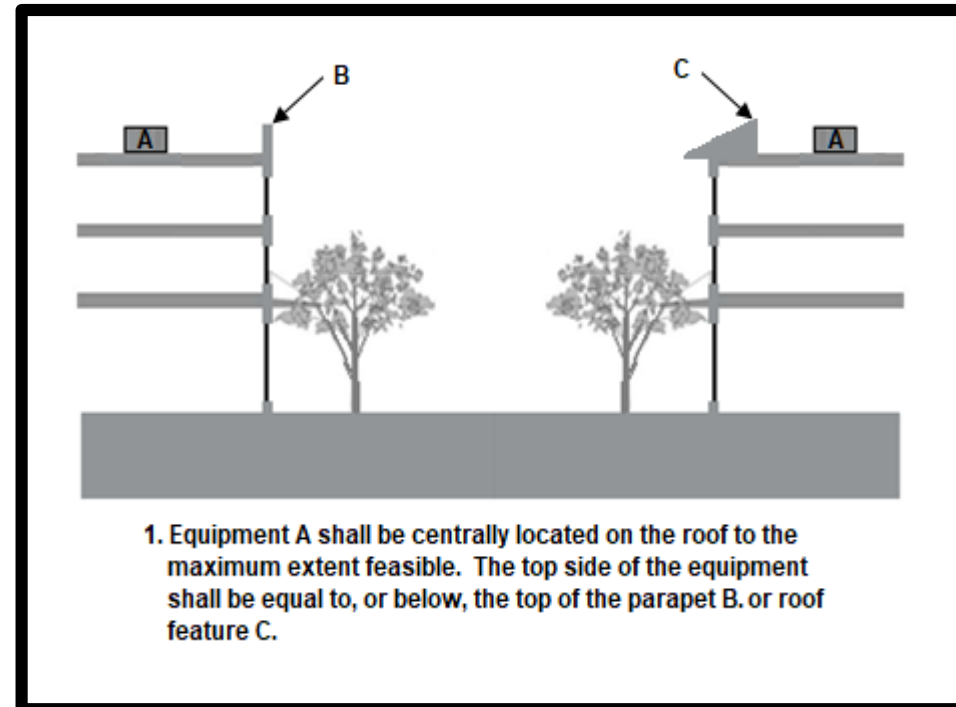
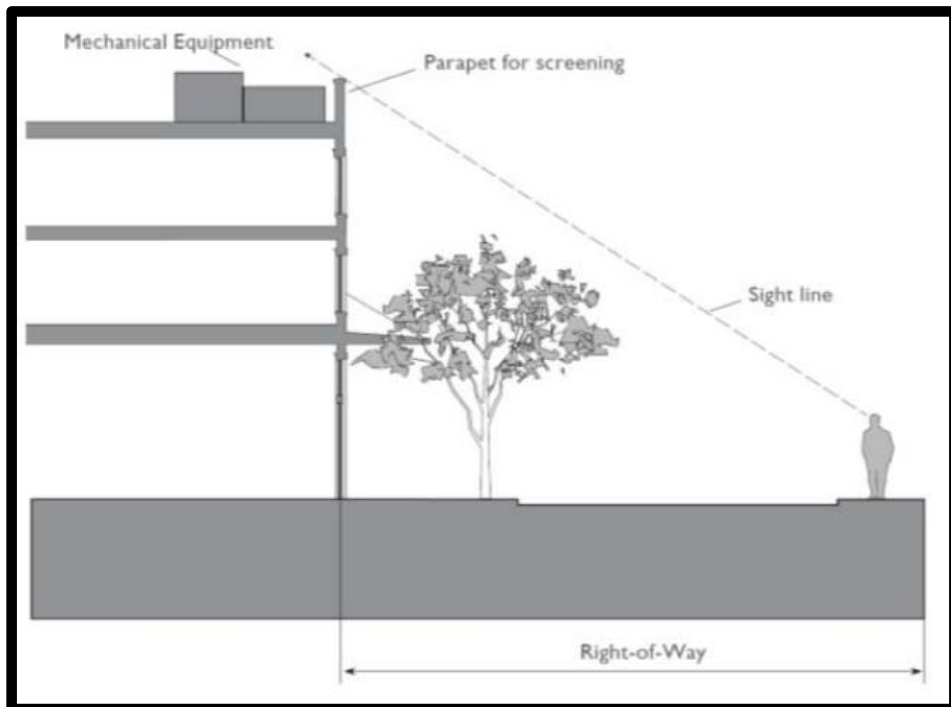




City's Proposed Zoning Code Text Amendment

Chapter 10-50: Supplemental to Zones

- Modified roof top equipment screening

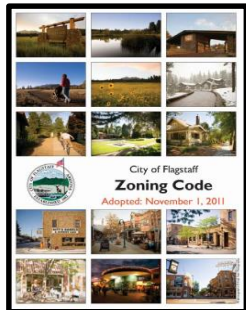




City's Proposed Zoning Code Text Amendment

Section 10-50.60.040 Landscape Location Requirements:

- **Clarified requirements adjacent to street in multi-family and commercial zones**
 - **5-foot landscape buffer adjacent to two lane roads**
 - **10-foot landscape buffer adjacent to 4 lane roads**
 - **Incorporated criteria to reduce width to 5-foot**
- **Clarified requirements adjacent to street in Industrial Zones**
 - **10-foot landscape buffer adjacent to any street, or**
 - **5-foot landscape buffer with a 6-foot wall or fence**

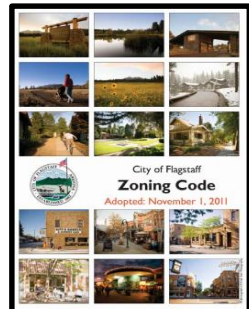
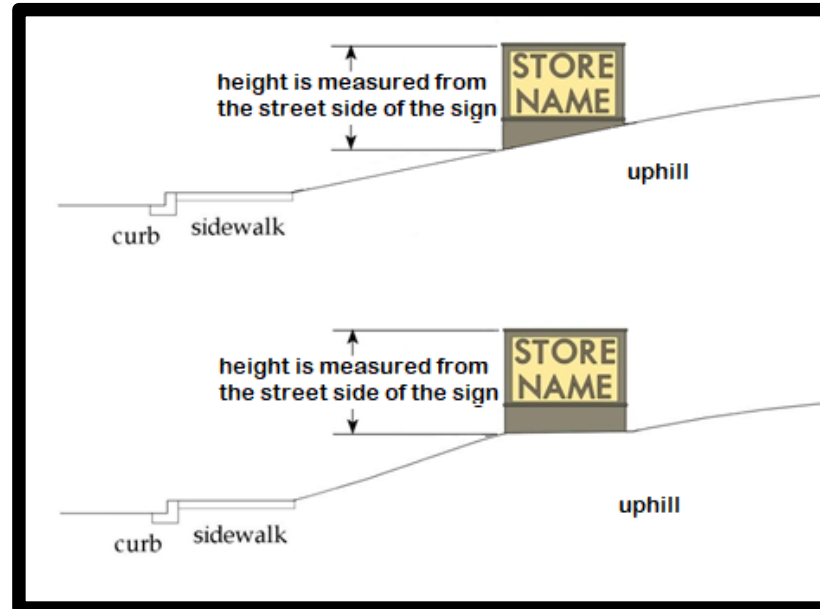




City's Proposed Zoning Code Text Amendment

Chapter 10-50: Supplemental to Zone- Signs

- Removed a sign image from the Central Sign District
- Clarified sign measurement provision





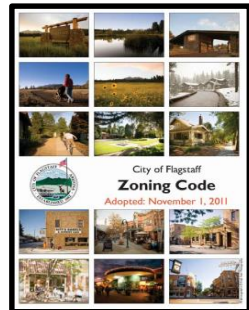
City Council Public Hearing



City's Proposed Zoning Code Text Amendment

Division 10-50.110: Specific to Building Types

- **Modified the Stack Triplex lot size requirement.**
 - Existing 50 feet x 75 feet
 - Proposed 75 feet x 100 feet
 - This revision would apply to new and existing lots

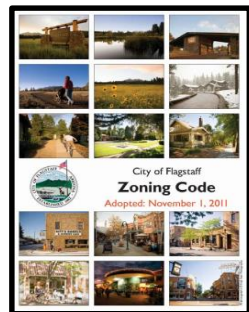
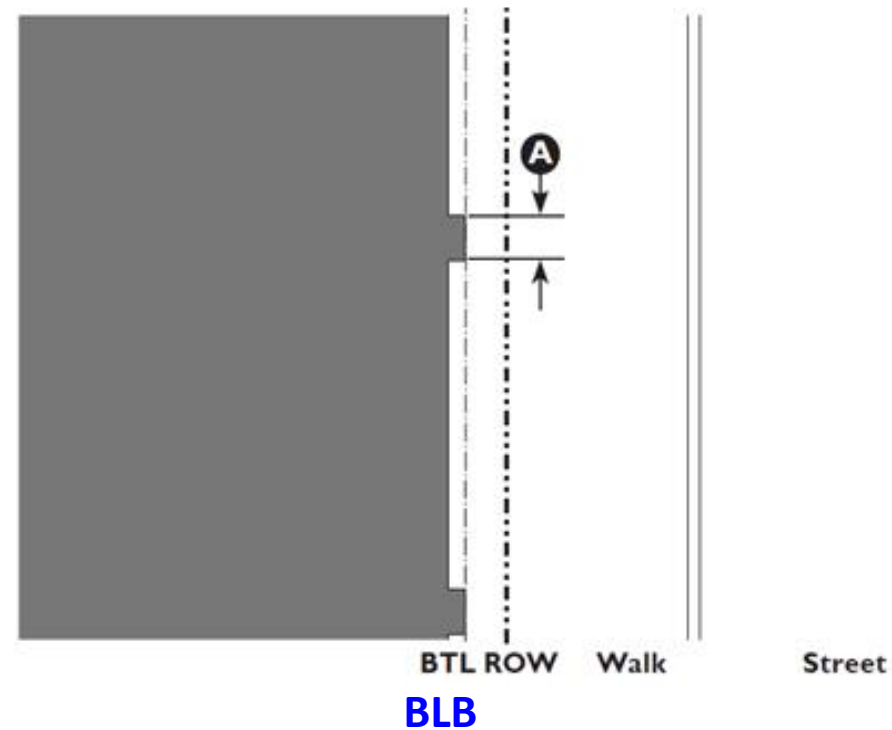
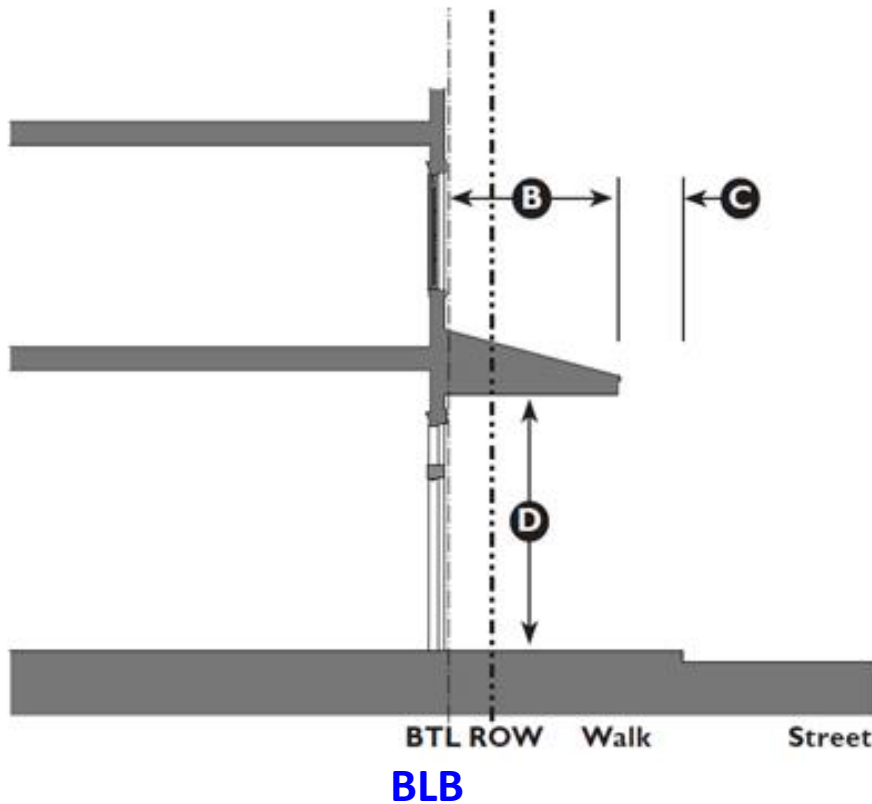




City's Proposed Zoning Code Text Amendment

Division 10-50.110: Specific to Building Types

- Clarified the building location requirements for non-transect developments





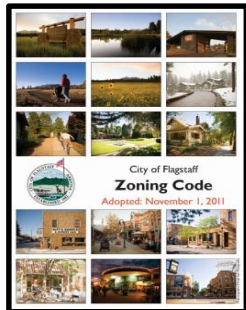
City Council Public Hearing



City's Proposed Zoning Code Text Amendment

City Council

Comments, Questions and Discussion



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Neil Gullickson, Planning Development Manager
Date: 05/01/2020
Meeting Date: 05/05/2020



TITLE:

Consideration and Adoption of Ordinance No. 2020-07: An ordinance extending and increasing the corporate limits of the City of Flagstaff by annexing certain land totaling approximately .32 acres located at 4409 North Highway 89, and establishing city zoning for said land as Highway Commercial, HC. (***Annexation of property to facilitate the redevelopment of existing retail to a restaurant***)

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2020-07 by title only for the final time
- 2) City Clerk reads Ordinance No. 2020-07 by title only (if approved above)
- 3) Adopt Ordinance No. 2020-07

Executive Summary:

An annexation request by Amy McClaughry on behalf of KFH Route 66 & Cummings, LLC., for the annexation of approximately .32 acres, located at 4409 North Highway 89 and further described as Coconino County Assessor's Parcel Number 113-27-027B, into the corporate limits of the City of Flagstaff and establishing the Highway Commercial (HC) zoning district. If the annexation is approved, the City of Flagstaff will provide sewer service to this site for the redevelopment of a restaurant.

The Planning & Zoning Commission in a public hearing on February 26, 2020, recommended 5-0 to forward this Annexation to the City Council with a recommendation of approval.

Financial Impact:

The purpose of this annexation is to provide the subject property with sewer service. Currently, the site has access directly onto either City or ADOT maintained roadways. The property is currently served with City water. No additional maintenance costs will be incurred through the annexation of this County island.

Policy Impact:

None

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

Council Goals

Economic Development (Grow and strengthen a more equitable and resilient local economy)
Transportation and Other Public Infrastructure (Deliver quality infrastructure and continue to advocate and implement a highly performing multi-modal transportation system) **Flagstaff Regional Plan**
The Flagstaff Regional Plan 2030 provides the following goal and policy guidance with respect to annexation:

LU.7.2 (page IX-32) - Require unincorporated properties to be annexed prior to the provision of City services, or that a pre-annexation agreement is executed when deemed appropriate.

Policy WR.4.3 (page VI-13) - Development requiring public utility services will be located within the Urban Growth Boundary.

Team Flagstaff Strategic Plan

Foster a Resilient and Economically Prosperous City

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1. Approve the annexation with the conditions as recommended by the Planning and Zoning Commission.
2. Approve the annexation with additional conditions, modified conditions, or deleted conditions.
3. Deny the annexation for non-compliance with the Regional Plan, Zoning Code, and/or Arizona Revised Statutes.

Background/History:

The request by KFH Flagstaff to annex .32 acres at 4409 North Highway 89 is a portion of two (2) platted lots of the Winifred Lynch Ranch Subdivision. The parcel, Assessor's parcel number 113-27-027B, is surrounded on four sides by existing parcels or right-of-way, and the adjacent parcels and ROW all are within existing City jurisdiction, making this parcel a "County island." Several County islands exist within the City limits. These islands are serviced by varying degrees of City services. This site accesses directly onto City streets: Highway 89 to the south and Lynch Avenue to the north. Water is currently provided by the City Water Services Division; sewer access (tap) will be allowed if the annexation is approved. The tap will be provided by the developer with the new development. The existing septic system will be abandoned.

The site plan review for the development was approved on January 7, 2020. The approval was conditioned on approval of this proposed annexation by the City Council. The development proposal includes the adjacent parcel where a Pizza Hut restaurant currently operates. If annexed, this parcel and the adjacent property will be combined into a single parcel. The Pizza Hut building will be converted to a Verizon retail store, and a new Dunkin Donuts (drive-thru only) restaurant will be constructed. The existing building on the parcel being annexed will be demolished, and a new Chipotle restaurant will be constructed in its place. Full access from North Lynch Avenue will be developed. A right-in right-out access from Highway 89 will also service this site.

Key Considerations:

This annexation will increase the corporate limits of the City of Flagstaff and eliminate a parcel from being a County Island.

Community Benefits and Considerations:

ORDINANCE NO. 2020-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARIZONA REVISED STATUTES, BY ANNEXING CERTAIN LAND TOTALING APPROXIMATELY .32 ACRES LOCATED AT 4409 NORTH HIGHWAY 89, WHICH LAND IS CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, AND ESTABLISHING CITY ZONING FOR SAID LAND AS HIGHWAY COMMERCIAL, HC.

RECITALS:

WHEREAS, petitioner owns parcel APN 113-27-027B, consisting of .32 acres of land located within Coconino County, Arizona as property adjacent to the boundaries of the City of Flagstaff, and described in Exhibit A attached to and made a part hereof; and

WHEREAS, a petition in writing ("Petition") accompanied by a map or plot of said Property, having been filed and presented to the Mayor and Council of the city of Flagstaff, Arizona, signed by the owners of one-half or more in value of the real property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City of Flagstaff in the event of annexation of the territory and land hereinafter described as shown by the last assessment of said Property, which said territory is contiguous to the City of Flagstaff and not now embraced within its corporate limits, asking that the Property be annexed to the city of Flagstaff, and that the corporate limits of the City of Flagstaff be extended and increased so as to embrace the same, and

WHEREAS, The Mayor and Council of the City of Flagstaff, Arizona, are desirous of complying with said Petition and extending and increasing the corporate limits of the City of Flagstaff to include said territory, as described in Exhibit A; and

WHEREAS, said Petition set forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Flagstaff, and had attached thereto at all times an accurate map of the territory desired to be annexed; and

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after said Petition had been signed by an owner of real and personal property in such territory; and

WHEREAS, the provisions of Section 9-471, Arizona Revised Statutes, and amendments thereto have been fully observed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Flagstaff, Arizona, together with a true and correct copy of the original Petition referred to herein, which is on file in the office of the Coconino County Recorder; and

WHEREAS, the development of the Property will be controlled by the conditions of approval of

the annexation application, other relevant provisions of the Zoning Code, and various other City codes regulating the development of the Property; and

WHEREAS, the Council finds that the proposed annexation for the Property has been considered by the Planning and Zoning commission and that the City staff and the Commission have each recommended that the Council proceed with the annexation at this time; and

WHEREAS, the council has reviewed the Staff Summary Report, which discusses the proposed annexation, and now finds that the annexation of the Property would be consistent with the objectives and policies of the Flagstaff Area Regional Plan 2030 ratified May 20, 2014 ("Regional Plan"); that the annexation of the Property would not be detrimental to the majority of the persons or property in the surrounding area or to the community in general; and the Council specifically further finds that the annexation of the Property and the existing and proposed uses thereon will further the objectives of the Regional Plan.

ENACTMENTS:

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

SECTION 1. That the following described territory be, and the same hereby is, annexed to the City of Flagstaff, and that the present corporate limits be, and the same hereby are, extended and increased to include the following described territory contiguous to the present City of Flagstaff corporate limits:

See attached Exhibit A which is incorporated herein by this reference.

SECTION 2. That the territory described in Exhibit A is annexed to the City of Flagstaff subject to the following condition:

That a copy of this Ordinance, together with an accurate map of the territory hereby annexed to the City of Flagstaff, certified by the Mayor of said City of Flagstaff, be forthwith filed and recorded in the office of the County Recorder of Coconino County, Arizona.

SECTION 3. That pursuant to the provisions of Section 9-471(L), Arizona Revised Statutes, upon this Ordinance becoming final under the provisions of Section 9-471(D), Arizona Revised Statutes, the municipal zoning designation for the Property under the Zoning Code shall be:

1. The entirety of APN 113-27-027B will be located within the Highway Commercial (HC) zoning district.
2. The annexed parcel shall be placed in the City of Flagstaff Lighting Zone 3 and shall comply with City of Flagstaff Zoning Code Lighting Standards.

SECTION 4. The Community Development Department of the City of Flagstaff is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with the ordinance.

SECTION 5. That the Flagstaff City Clerk shall provide a copy of the adopted annexation ordinance to the Clerk of the Coconino County Board of Supervisors within sixty (60) days of the annexation becoming final.

SECTION 6. 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 7. Clerical Corrections

The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary related to this ordinance as amended herein, and to make formatting changes as needed for purposes of clarity and form, or consistency, within thirty (30) days following adoption by the City Council.

SECTION 8. Effective Date

This Ordinance shall become effective thirty (30) days after adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of May, 2020.

MAYOR

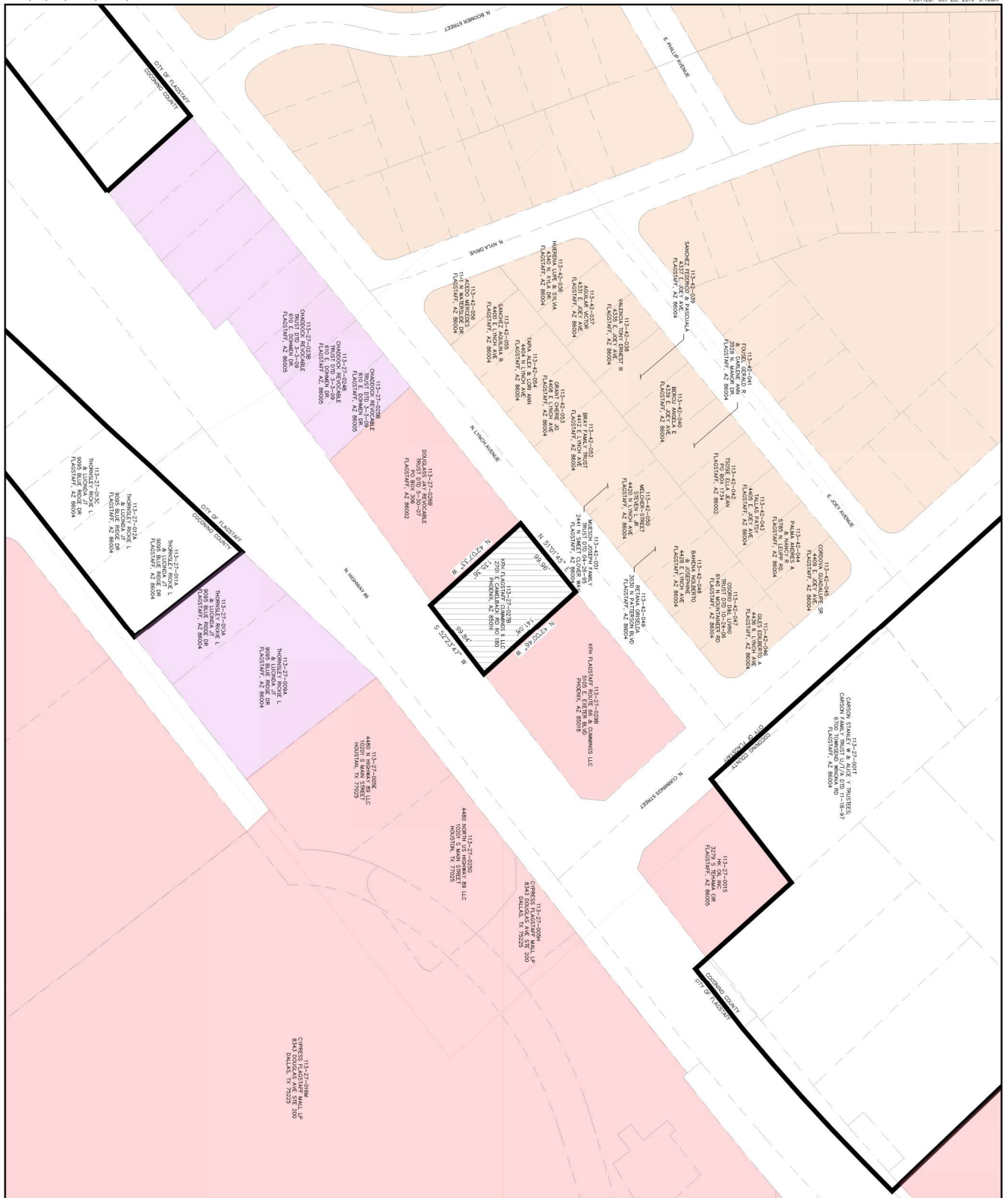
ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Legal Description



LEGEND

Reference Portion of Parcel 113-01-001C TO BE ANNEXED INTO CITY OF FLAGSTAFF

EXISTING PROPERTY LINE

EXISTING CITY LIMITS LINE

ZONE DESIGNATIONS

- MH MANUFACTURED HOUSING
- MF PUBLIC FACILITY
- HC HIGHWAY COMMERCIAL
- HI HIGH DENSITY RESIDENTIAL
- OTY CITY OF FLAGSTAFF
- COY COUNTY OF COCONINO

NOTES

1 ANNEXED PROPERTY AREA 113-01-001C WILL BE COVERED WITH ANNEXATION MAP 113-01-001C. ANNEXATION PROCESS IS COMPLETED.

SCALE: 1" = 60'

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

COF. #FZ-19-00055

<p>Call at least two full working days before you begin mobilization</p> <p>ARIZONA 311 Arizona 311, Inc. 811-1-800-328-2282</p>		<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DESCRIPTION	DATE	BY													<p>SWI Shepard Wesnitzer, Inc. www.swi2.com</p>		<p>110 W. Dale Avenue Flagstaff, AZ 86001 928-773-0354 928-774-8934 fax</p>		<p>JOB NO: 19051 DATE: OCT 19 AS SHOWN SCALE: DESIGN: CNP CHECKED: SCI</p>		<p>HWY 89 & CUMMINGS</p> <p>FLAGSTAFF ARIZONA</p> <p>ANNEXATION MAP</p>	
NO.	DESCRIPTION	DATE	BY																								

PLANNING AND DEVELOPMENT SERVICES DIVISION
ANNEXATION REPORT

PUBLIC HEARING
PZ-19-00055-03
2020

DATE: **January 28, 2020**
MEETING DATE: **February 26,**
REPORT BY: **Neil Gullickson**

REQUEST:

An annexation request by Amy McClaughry on behalf of KFH Route 66 & Cummings, LLC. to annex approximately .32 acres located at 4409 North Highway 89. The property is identified as Coconino County Assessor's Parcel Number 113-27-027B.

STAFF RECOMMENDATION:

Staff recommends in accordance with the findings presented in the staff report that the Planning and Zoning Commission forward the annexation request to the City Council with a recommendation for approval subject to conditions.

PRESENT LAND USE:

The subject site consists of a developed parcel of land in the CH-10,000 Commercial Heavy Zone under Coconino County jurisdiction.

PROPOSED LAND USE:

If this annexation is approved, the property will be designated with Highway Commercial (HC) zoning to facilitate the redevelopment of this site with a restaurant (Chipotle).

NEIGHBORHOOD DEVELOPMENT:

North: North Lynch Drive and single-family residential, Manufactured Housing (MH) Zone.
East: Existing Pizza Hut restaurant, Highway Commercial (HC) Zone.
South: Highway 89, Flagstaff Mall, Highway Commercial (HC) Zone.
West: Commercial uses, Highway Commercial (HC) Zone.

STAFF REVIEW:

INTRODUCTION/BACKGROUND:

The request by KFH Flagstaff to annex .32 acres at 4409 North Highway 89 is a portion of two (2) platted lots of the Winifred Lynch Ranch Subdivision. The parcel, Assessor's parcel number 113-27-027B, is surrounded on four sides by existing parcels or right-of-way, and the adjacent parcels and ROW all are within existing City jurisdiction, making this parcel a "County island." Several County islands exist within the City limits. These islands are serviced by varying degrees of City services. This site accesses directly onto City streets: Highway 89 to the south and Lynch Avenue to the north. Water is currently provided by the City Water Services Division; sewer access (tap) will be allowed if the annexation is approved. The tap will be provided by the developer with the new development. The existing septic system will be abandoned.

The site plan review for the development was approved on January 7, 2020. The approval was conditioned on approval of this proposed annexation by the City Council. The development proposal includes the adjacent parcel where a Pizza Hut restaurant currently operates. If annexed, this parcel and the adjacent property will be combined into a single parcel. The Pizza Hut building will be converted to a Verizon retail store, and a new

Dunkin Donuts (drive-thru only) restaurant will be constructed. The existing building on the parcel being annexed will be demolished, and a new Chipotle restaurant will be constructed in its place. Full access from North Lynch Avenue will be developed. A right-in right-out access from Highway 89 will also service this site.

The current application is being reviewed against the policies of the *Flagstaff Regional Plan 2030 (FRP 2030)*. The *FRP 2030* (Maps 21 and 22 on pages IX-27 through IX-29) designates this parcel as Existing Suburban. The proposed retail sales and restaurant uses fit the Suburban description which envisions commercial uses along commercial corridors and encourages future development that has greater connectivity for walking and biking. Further discussion of regional plan conformance can be found below.

ARIZONA STATE STATUTE COMPLIANCE:

State statutes require the City to adopt a zoning classification that permits densities and uses no greater than those permitted by the County immediately before the annexation. The current county zoning is CH-10,000 Commercial Heavy Zone that requires a 10,000 square foot minimum parcel size and allows auto repair use (most recent use at this site) by right. The closest City zoning classification is the Highway Commercial (HC) zone, which allows restaurant land uses by right with a 9,000 square foot minimum lot area. The maximum allowed Floor Area Ratio for the proposed city zoning is 3.0, which matches the current county zoning. Adoption of a similar zoning classification through annexation does not require a separate rezoning ordinance. Territory that is surrounded by the same city or town or that is bordered by the same city or town on a least three sides, as this request does, meets the “contiguous” requirement of state statute.

FLAGSTAFF REGIONAL PLAN 2030:

Policy/Analysis

All proposed annexations shall be evaluated as to whether the application is consistent with the policies of the General Plan. For clarification, the City’s General Plan is titled *Flagstaff Regional Plan 2030 (FRP 2030)*. The proposed annexation should not be detrimental to the majority of the persons or property in the surrounding area or the community in general (FRP 2030, pg. III-10). This report will provide information on how the proposed annexation will provide positive improvements to the surrounding area and community. Additionally, the City’s basic position regarding annexation is that the annexation must demonstrate a favorable benefit to the taxpayers of the City. The property is currently assessed property tax. The redeveloped, combined parcels will continue to be assessed property tax following annexation at the appropriate rate. It is important to distinguish between an annexation that does not require a rezoning and is located within the Urban Growth Boundary (UGB) versus an annexation that requires a rezoning and/or is located outside of the UGB. In the first instance, staff is not required to analyze all the FRP 2030 goals and policies—just the basic annexation policies as outlined here. The UGB includes all the lands and future land uses that have been included in the City’s Arizona Department of Water Resources (ADWR) 100-year adequate water supply designation. Other goals and policies only come into play if it is a change in the expected (not current) intensity and density or mix of uses, or the property is outside of the UGB. The following policies are considered by staff to be the most pertinent to the annexation:

FRP 2030

LU.7.2 (page IX-32) - Require unincorporated properties to be annexed prior to the provision of City services, or that a pre-annexation agreement is executed when deemed appropriate.

Policy WR.4.3 (page VI-13) - Development requiring public utility services will be located within the Urban Growth Boundary.

Summary of Regional Plan & Annexation Compliance

The proposed development, which will be located on the currently unincorporated parcel, will require new City sewer services and will continue to use the existing City water service on APN 113-27-027B. The subject parcel owner is requesting to be annexed prior to the provision of sewer services.

This parcel is located within the Urban Growth Boundary. The proposed annexation is consistent with the goals and policies of the *Flagstaff Regional Plan 2030*; furthermore, the application complies with all the requirements set forth in the Arizona Revised Statutes related to annexations.

PUBLIC FACILITIES AND SERVICE IMPACT ANALYSIS:

Section 10-20.90 Annexations: The purpose of this division is to provide procedures that comply with and implement A.R.S. subsection 9.471 et seq., the General Plan and other pertinent City policies and regulations for annexing real property to the City. The following sections discuss the require impact analysis reports and state statue requirements.

Traffic/Access/Pedestrian/Bicycle Impact:

Traffic Impact Analysis

The Traffic Impact Analysis (TIA) was required and has been reviewed by the City's Traffic Engineer. The analysis focused on the intersections at Highway 89 and Cummings Street and at Cummings Street and Lynch Avenue. The analysis determined that neither intersection will be adversely affected by the proposed development. However, a right turn lane is warranted for the access driveway from Highway 89 onto the site. A right-of-way dedication of 942 square feet from the parcel to be annexed will be required. The dedication will be finalized as part of the civil plan review for the greater site.

The development site includes two new buildings (Chipotle and Dunkin Donuts) and remodel of the existing Pizza Hut and is bounded on three sides by City ROW, Lynch Avenue, Cummings Street, and Highway 89. Sidewalk currently exists on Cummings Street. New sidewalk, curb/gutter, and parkway will be provided on Lynch Avenue, and new relocated sidewalk and parkway will be provided on Highway 89. A full access driveway will be provided to Lynch Avenue and a right-in right-out only drive on to Highway 89. Pedestrian and bicycle access to the site is provided at three locations from the public sidewalk.

Water and Sewer System Analysis:

The City of Flagstaff Water Services Division has waived the requirement of a Water and Sewer System Analysis for the proposed project. After reviewing the City water and sewer master model and previous impact studies conducted in this area, the City of Flagstaff Water Services Division concludes that the proposed project will have no significant impact to either the water or sewer infrastructure off-site as a result of this development. The land use and intensity proposed for this site is similar as that of the proposed development. There is adequate existing capacity and no additional analysis work will be required for this project. Water will be provided from an existing 8" water main located in Lynch Avenue. The City of Flagstaff will provide water and sewer service to this site upon acceptance and dedication of all required public improvements.

Stormwater:

As part of the Drainage Impact Analysis (DIA) scoping meeting of September 13, 2019, it was determined that the post development off-site stormwater flows would be less than the pre-development flows and that a DIA would not be required. The City requires on-site detention for any commercial development greater than 1/4 acre in size. A waiver may be granted for developments with an increase in impervious area of

less than 5,000 square feet. Due to the site being previously developed, there is less impervious area purposed in the post-development condition than in the pre-development condition. Post development flows are less than pre-development flows; therefore, additional onsite detention for the project is not required. LID is required for this site and will be located in impervious areas. Most of the runoff from the site will surface flow towards the southwest corner of the site and eventually enter the existing storm drain system located in Highway 89.

Schools:

The proposed development of the subject site will not affect the local school district.

Fire Protection:

According to Fire Department staff, the site will be served by Fire Station 3's district. Station 3 is located at 4500 Purina Avenue and is within the desired response time.

OTHER REQUIREMENTS:

Citizen Participation

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with State statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site, all HOAs within 1000 feet, and to the City's "Registry of Persons and Groups" as provided by the City. Annexation notices were also provided to the Coconino County Recorder, County Assessor, County Community Development Department, and the Chair of the Board of Supervisors.

As part of the Neighborhood Meeting public notification process required for annexations, the applicant held a neighborhood meeting on January 6, 2020 in the Flagstaff Subaru Dealership conference room at 4910 East Marketplace Drive. The applicant has developed a list of questions and responses (attached) from the meeting. Additionally, staff received one response from a member of the public (copy attached).

RECOMMENDATION:

Staff recommends that if the Commission feels the findings have been addressed, that the Commission forward the annexation request to the City Council with a recommendation of approval with the following condition:

1. Development of the project shall substantially conform to the approved plans as follows:
 - a. Site Plans (Sheets AS 1.1 and AS 1.2) prepared by smith Architects Inc. dated October 29, 2019.
 - b. Building Elevations (Sheets A1.1, A1.2 & A1.4) prepared by smith Architects Inc. dated October 29, 2019.

ATTACHMENTS:

- Application and narrative from applicant
- Proposed Annexation Map (24" x 36")
- Public Hearing Legal Advertisement ("Notice of Public Hearing" includes location map)
- Neighborhood meeting report and comments
- Development Site Plan



Shephard ▲ Wesnitzer, Inc.

110 West Dale Avenue

Flagstaff, AZ 86001

928.773.0354

928.774.8934 fax

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PROJECT NARRATIVE For HWY 89 & CUMMINGS ANNEXATION SUBMITTAL

SWI Project #19051
C.O.F. #PZ-19-00055

Located in Section 07, T 21 N, R 08 E, G&SRM
City of Flagstaff,
Coconino County, Arizona

Prepared for:
KFH Flagstaff Route 66 & Cummings LLC
2701 E. Camelback Road, #180
Phoenix, AZ 85016

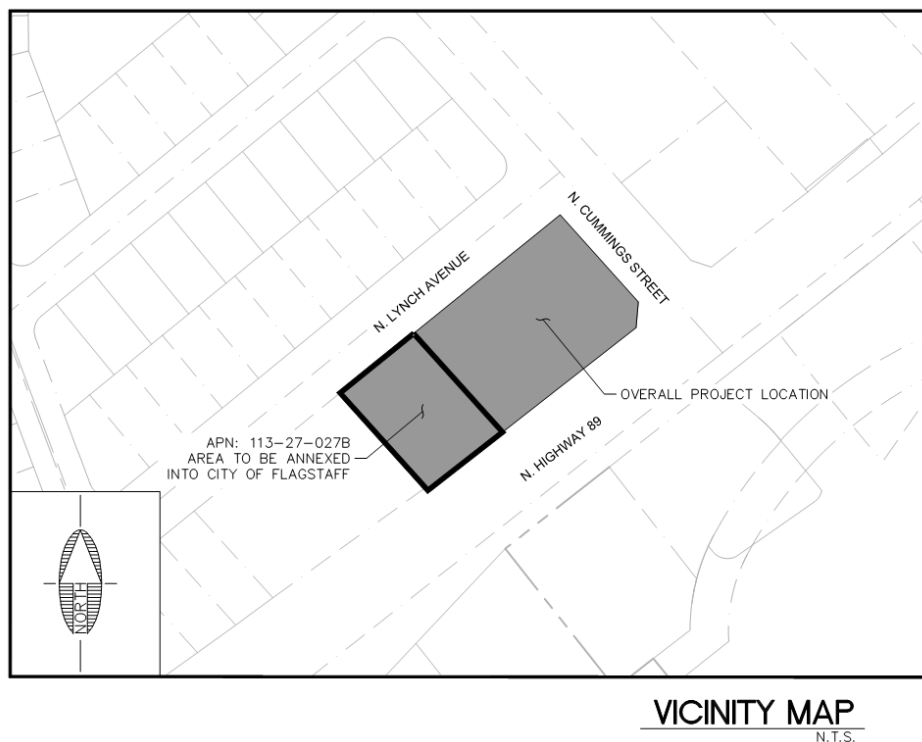
Prepared by:
Shephard-Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354

Revised: February 4, 2020
Originally Prepared: January 9, 2020

PROJECT SUMMARY

KFH Flagstaff Route 66 & Cummings LLC is proposing three commercial buildings that consist of a Chipotle, Dunkin Donuts, and Verizon store. The project is located on the northwest corner of the intersection of N. Highway 89 and N. Cummings Street, see the Vicinity Map below. The overall project is within two parcels APNs 113-27-027B and 113-27-029B. The project is positioned in Section 07, Township 21 North, Range 08 East, of the Gila and Salt River Base Meridian, City of Flagstaff, Coconino County, Arizona.

The annexation application is specifically for APN 113-27-027B (± 0.32 acres). KFH has the intention of building a restaurant on the subject property, which is currently located within Coconino County CH-10,000 zone. KFH would like to annex this county parcel into the City limits in order to construct the restaurant as part of an overall development that is already within City limits. The proposed city zoning district is Highway Commercial (HC).



LEGAL ANALYSIS

The parcel requested to be annexed adheres to ARS 9-471 subsection K. The subject parcel is surrounded by the City of Flagstaff on all four sides and is considered as a “county island”. Therefore, the parcel requested to be annexed complies with ARS 9-471. Refer to the Annexation Map in Appendix A for the parcel dimensions.

LEGAL DESCRIPTION

The ALTA for the parcel requested to be annexed is included in Appendix A.

ECONOMIC IMPACT ANALYSIS

The proposed development will have positive economic impacts to the City with the creation of new job positions and stimulation of commercial development. Chipotle will be located on the parcel requested to be annexed. The projected annual sales for Chipotle is approximately \$2.2M. The restaurant will employ three full-time and 20 part-time positions.

WATER/SEWER IMPACT ANALYSIS

There is an existing development, which is currently located on the parcel requested to be annexed, with an existing water connection off of the existing 8" AC water main located in N. Lynch Avenue. The proposed development will not significantly increase the water demand. Therefore, the City of Flagstaff did not require a Water and Sewer Impact Analysis (WSIA) during the Site Plan process. Water to the Chipotle building will be provided by a connection to an existing 8" AC water main located in N. Lynch Avenue on the north side of the site. Sewer for this new development will be provided by a connection to the existing 8" PVC sewer main.

DRAINAGE/STORMWATER IMPACT ANALYSIS

The City requires detention/LID for any commercial development greater than ¼ acre in size. A waiver may be granted for developments with an increase in impervious area of less than 5,000 square feet. Due to the site being currently developed, there is less impervious area proposed in post-development conditions than in pre-development conditions. According to the Drainage Statement provided on the Site Plan, post-development flows are less than pre-development flows; therefore, additional onsite detention for the project is not required. LID is required for this site and is provided by the reduction in post-development impervious area.

The site will be designed to provide positive drainage away from the proposed buildings while not negatively impacting drainage characteristics of the adjacent offsite properties. The majority of the runoff from the site will surface flow towards the southwest corner of the site and eventually enter the existing storm drain system located in N. Highway 89.

TRAFFIC IMPACT ANALYSIS

A Traffic Impact Analysis (TIA) was performed to satisfy the annexation requirements. The intersections at N. Highway 89/N. Cummings Street and N. Cummings Street/N. Lynch Avenue were analyzed with the proposed development. The analysis determined that both intersections were not adversely affected by the proposed development. However, a right turn lane is warranted for the driveway on N. Highway 89. The adjacent right-of-way is currently being administered by the City of Flagstaff and no new right-of-way is part of the annexation.

NATURAL RESOURCE PROTECTION PLAN




The project site does not fall within the resource protection overlay zone and does not require a Natural Resource Protection Plan (NRPP).

Appendix A

PLOTTED: Jan 27, 2020-10:42am

FILE: P:\2019\19051\DRAWINGS\SITE PLAN\19051-ANNEXATION MAP 8.5X11.DWG CPHAM

LEGEND

-  PROPOSED PARCEL 113-27-027B TO BE ANNEXED INTO CITY OF FLAGSTAFF
-  EXISTING PROPERTY LINE
-  EXISTING CITY LIMITS LINE

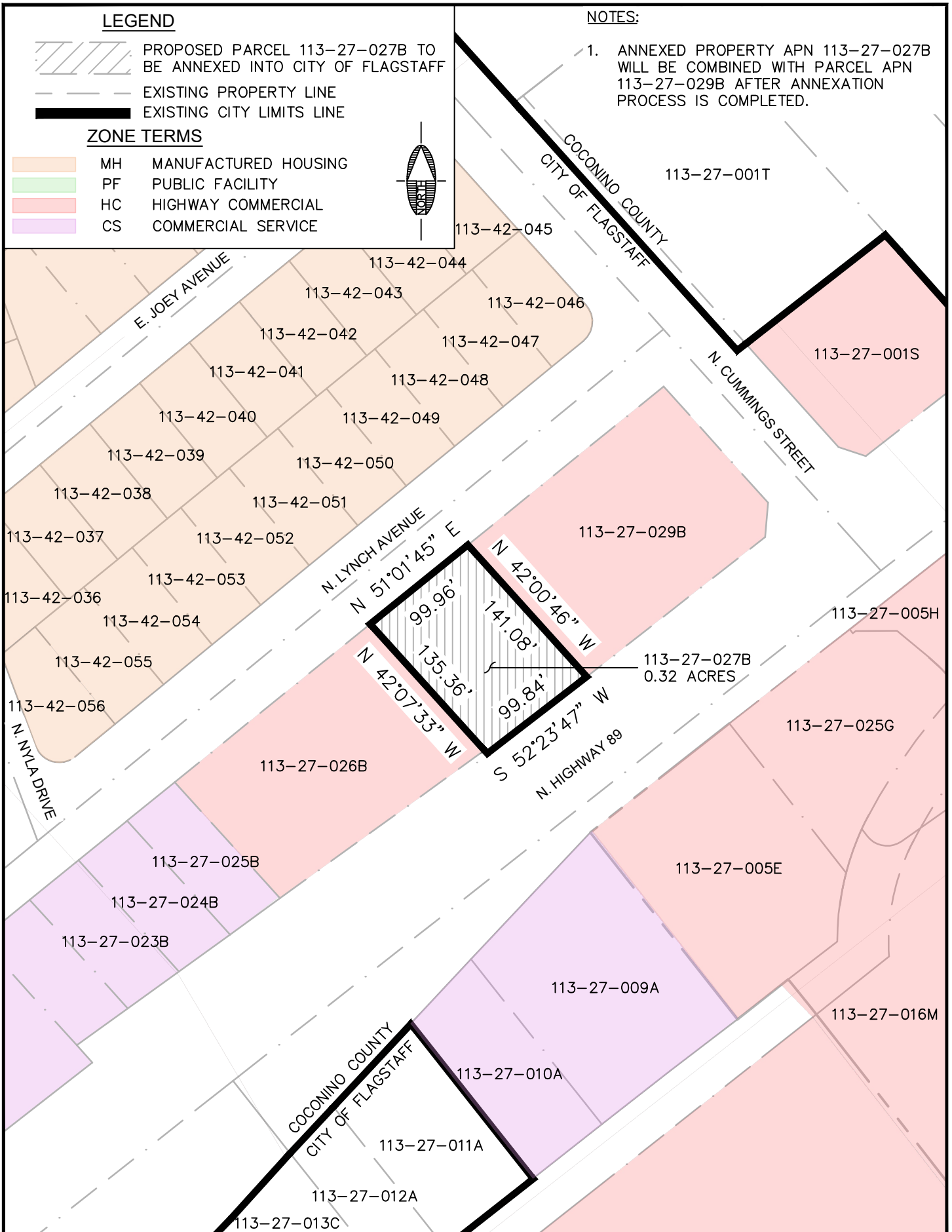
ZONE TERMS

-  MH MANUFACTURED HOUSING
-  PF PUBLIC FACILITY
-  HC HIGHWAY COMMERCIAL
-  CS COMMERCIAL SERVICE



NOTES:

1. ANNEXED PROPERTY APN 113-27-027B WILL BE COMBINED WITH PARCEL APN 113-27-029B AFTER ANNEXATION PROCESS IS COMPLETED.



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

Shephard Wesnitzer, Inc.

JOB NO.	19051
DATE	JAN 20
SCALE	1" = 100'
DRAWN	CNP
DESIGN	CNP
CHECKED	SCI

HWY 89 & CUMMINGS

FLAGSTAFF ARIZONA

ANNEXATION MAP

SHEET

1

OF 1

Schedule "B" title Notes

Item numbers per commitment for title insurance prepared by Pioneer Title Agency, Inc. Order No. 70506614-005-JRK dated April 15, 2019, and amended on July 9, 2014. The following are easements disclosed within said report. The reviewer should refer to the above stated title report for additional items of record that may affect said land.

Ⓢ Indicates plotted item hereon
(Surveyor's comments in parentheses)

Ⓢ Easements and other matters which may be disclosed by Combination Request Form: Recorded in Instrument No. 14-3691724

Purpose: to combine lots 19 and 20 into one parcel for tax purposes.
(Has no effect on the subject property except to combine lots 19 and 20 into one contiguous parcel)

LEGAL DESCRIPTION Order No. 70506614-005-JRK

The land referred to herein below is situated in the County of Coconino, State of Arizona, and is described as follows:

Lots 19 and 20, Winifred Lynch Ranch Subdivision, as shown on the plat thereof, recorded in Book 2 of Maps, Page 15, records of Coconino County, Arizona.

Excepting Therefrom the following described parcel:

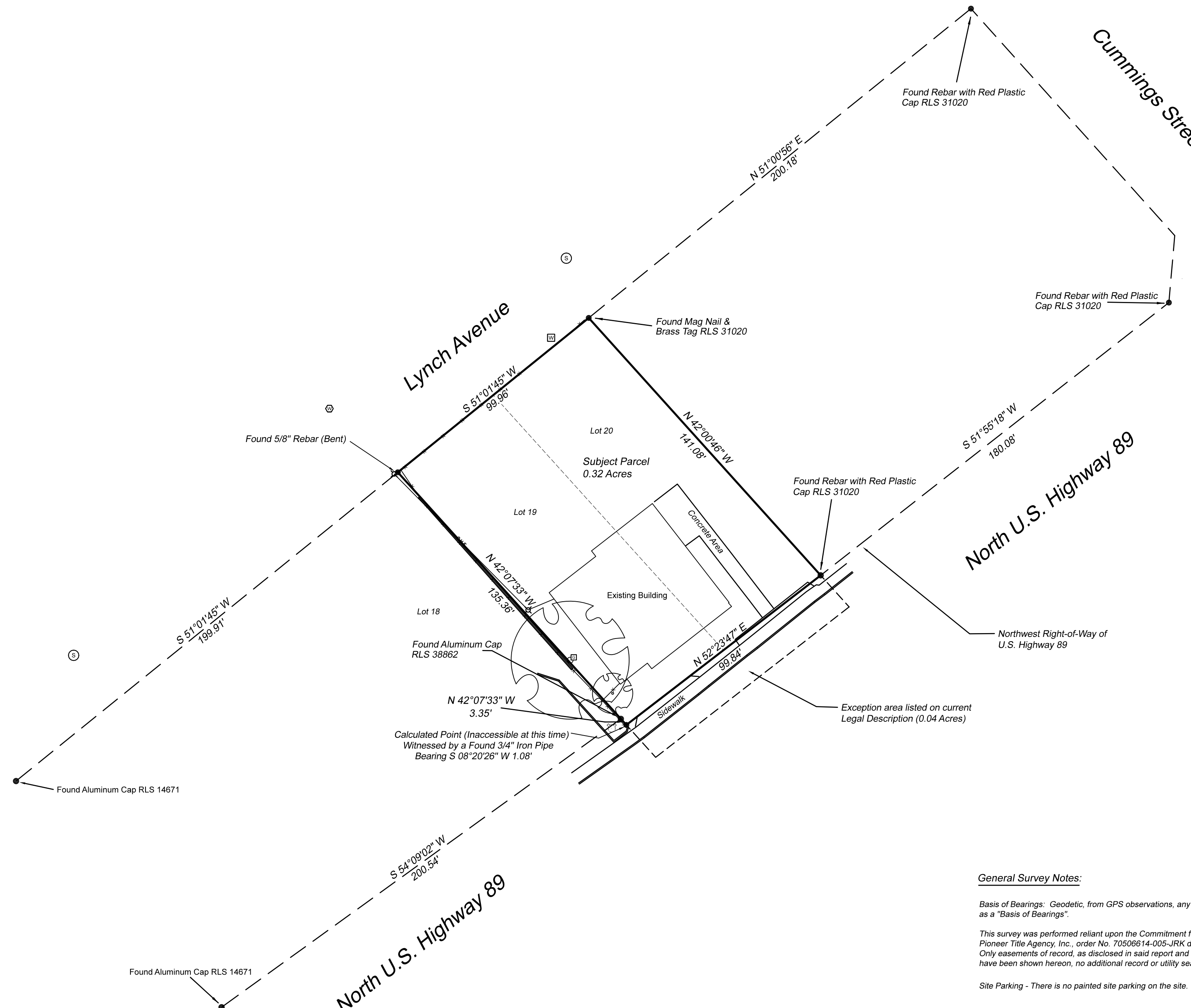
Beginning at the Southerly corner of said lot 19;
Thence North 42°03'16" West, along the Southwesterly line of said lot, a distance of 17.20 feet;
Thence North 52°00'55" East, a distance of 99.99 feet to the Northeasterly line of said lot 20;
Thence South 42°00'28" East, along the Northeasterly lot line, a distance of 17.24 feet to the Easterly corner of said lot 20;
Thence South 52°02'17" West (South 52°17' West, recorded), along the Southeasterly line of said lots 19 and 20, coincident with the existing Northwesterly right-of-way line of U.S. Highway 89, a distance of 99.99 feet to the Point of Beginning.

ALTA/NSPS LAND TITLE SURVEY
Lots 19 and 20 of the Winifred Lynch Ranch Subdivision, Located in Section 7,
Township 21 North, Range 8 East, Gila and Salt River Base and Meridian
COCONINO COUNTY, ARIZONA

LEGEND

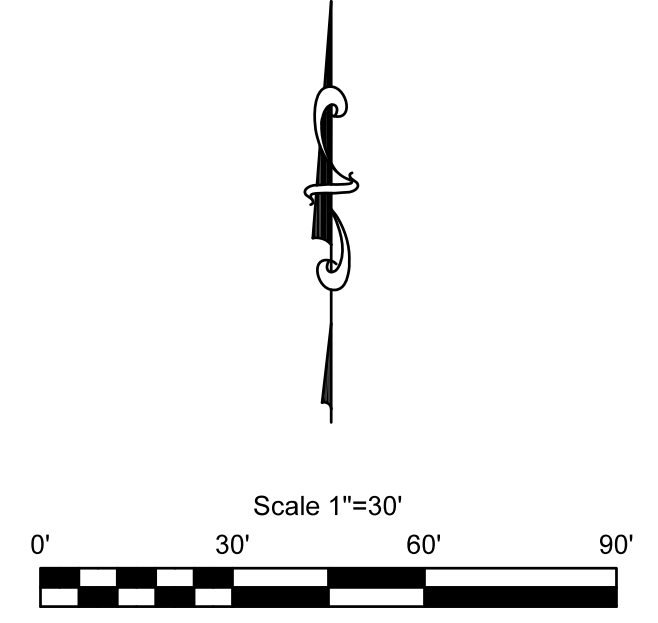
These standard symbols will be found in the drawing.

- ☐ Gas Meter
- ☐ FFE
- ☐ Fence Post
- ☐ Fire Hydrant
- ☐ Bollard
- ☐ Utility Poles/Light Poles
- ☐ Water Valves
- ☐ Sanitary Sewer Manhole
- ☐ ATT/Century Link Junction Box
- ☐ Electric Junction Box
- ☐ Water Meter
- ☐ Grease Trap Lids
- ☐ Traffic Signal Post
- ☐ FENCES
- Corner Monument (As Noted)
- ☐ Deciduous Tree
- ☐ Pine Tree (Decorative Not Ponderosa)



Encroachment Notes:
No visible encroachments were observed during the course of this survey.

General Survey Notes:
Basis of Bearings: Geodetic, from GPS observations, any line shown hereon can be used as a "Basis of Bearings".
This survey was performed reliant upon the Commitment for Title Insurance prepared by Pioneer Title Agency, Inc. order No. 70506614-005-JRK dated 04/15/2019 and amended on 08/07/2019. Only easements of record, as disclosed in said report and surface evidence of utilities have been shown hereon, no additional record or utility searches were performed.
Site Parking - There is no painted site parking on the site.



ALTA/NSPS LAND TITLE SURVEY CERTIFICATE

To:
- Pioneer Title Agency, Inc.
- Old Republic National Title Insurance Company, A Florida Corporation
- Academy Bank, N.A. ISAOA/ATIMA
- KFH Flagstaff Cummings II, LLC, an Arizona Limited Liability Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the with the 2016 minimum standard detail requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 4, 8, 11, 13, and 14 of table A thereof. The field work was completed on May 22, 2019.

Date of Plat or Map 8/14/2019.

Richard A. Reece
Professional Land Surveyor, RLS 59307
in the State of Arizona



Survey Conducted By: APEX LAND SURVEYS 5634 N. Juliane Drive Williams, Arizona 86046 Phone: (928) 863-5790	Survey Conducted For: Pioneer Title Agency 112 N. Elden Flagstaff, AZ 86001	Property Address: 4409 N. Highway 89 Flagstaff Coconino County, Arizona Assessor Parcel Number: 113-27-027B	Date: 08/14/2019 Drawn By: RAR Job No. 04-30-19RR_ALTA Sheet 1 of 1
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NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, February 26 at 4:00 p.m. and the City Council will hold a Public Hearing on Tuesday, April 7 at 6:00 p.m. to consider the following:

A. Explanation of Matters to be Considered:

1. A proposed annexation of approximately .32 acres of land to the City of Flagstaff as described in Part B below. The annexation is requested in order to incorporate one parcel of land into the City limit.


B. General Description of the Affected Area:

Approximately .32 acres located at 4409 North Highway 89 County Assessor's Parcel Numbers 113-27-027B, located in section 7, T21N, R8E, of the G&SRM, Coconino County, Arizona, as shown on the adjacent map.


Interested parties may file comments in writing regarding the proposed annexation or may appear and be heard at the hearing date set forth above. Maps and information regarding the proposed annexation are available at the City of Flagstaff, Planning and Development Services Division, 211 West Aspen Avenue.

Unless otherwise posted, all Planning and Zoning Commission meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona. All City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

PROPOSED ANNEXATION MAP



ADDRESS: 4409 North Highway 89
APNs: 113-27-027B
ACRES: Approximately .32 acres
Coconino County



For further information please contact:

Neil Gullickson
Planning Development Manager
Planning & Development Services Div.
211 West Aspen Avenue
Flagstaff, Arizona 86001

928-213-2614
Email: ngullickson@flagstaffaz.gov

Publish: February 8, 2020





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CITIZEN PARTICIPATION REPORT For HIGHWAY 89 & CUMMINGS

SWI Project #19051
C.O.F. #PZ-19-00055-03

Section 07, T 21 N, R 08 E, G&SRM
City of Flagstaff,
Coconino County, Arizona

Prepared for:
KFH Flagstaff Route 66 & Cummings LLC
2701 E. Camelback Road, #180
Phoenix, AZ 85016

Prepared by:
Shephard-Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354

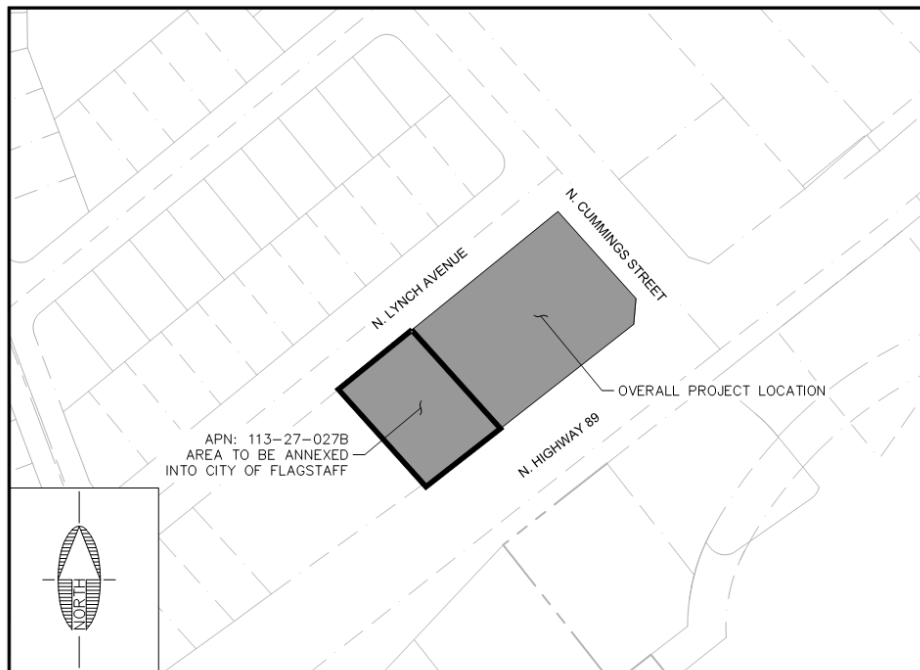
Revised: February 4, 2020
Originally Prepared: January 9, 2020

PROJECT SUMMARY

KFH Flagstaff Route 66 & Cummings LLC is proposing three commercial buildings that consist of a Chipotle, Dunkin Donuts, and Verizon store. The project is located on the northwest corner of the intersection of N. Highway 89 and N. Cummings Street, see the Vicinity Map below. The overall project is within two parcels APNs 113-27-027B and 113-27-029B.

The annexation application is specifically for APN 113-27-027B (± 0.32 acres). KFH has the intention of building a Chipotle on the subject property, which is currently located within Coconino County CH-10,000 zone. KFH would like to annex this county parcel into the City limits in order to construct the restaurant as part of an overall development that is already within City limits. The proposed city zoning district is Highway Commercial (HC).

The Site Plan reflect the limits of the overall project. The net acreage of the subject parcel to be annexed after right-of-way dedication to the City of Flagstaff for the future full-build out of N. Highway 89 is approximately 0.31 acres. Access to the site will be provided by a full access driveway and an exit driveway on N. Highway 89.



VICINITY MAP
N.T.S.

PROJECT LOCATION

The project is located on the northwest corner of the intersection of N. Highway 89 and N. Cummings Street at 4409 and 4429 N. Highway 89 in Flagstaff, Arizona. The project is within two parcels APNs 113-27-027B and 113-27-029B. The parcel requested to be annexed is located on APN 113-27-027B at 4409 N. Highway 89. The project is

positioned in Section 07, Township 21 North, Range 08 East, of the Gila and Salt River Base Meridian, City of Flagstaff, Coconino County, Arizona.

NEIGHBORHOOD OUTREACH

As part of the annexation, 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. We were required to send a letter to notify the neighbors of the upcoming request for the annexation and allow for time for feedback.

The first neighborhood meeting was held on January 6, 2020 at Flagstaff Subaru. The letters were mailed on December 13, 2019. The Neighborhood Outreach Letters were sent to all property owners, property owners’ associations (POA) within a 300-foot radius 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. A copy of the notification letter and a 300-foot and 1,000-foot Mailing Buffer Exhibits are included in Appendices A and B, respectively. A copy of the mailing list is also included in Appendix B. In addition to the public outreach letters, signs were posted on December 18, 2019. The signs were posted at the entrance to the property on Highway 89 and Lynch Avenue. An image of the intended sign to be posted is included in Appendix C.

Appendix D includes the sign-in sheet and a summary of the concerns, issues, and problems that were expressed during the first neighborhood meeting. At this point in time, we have received one mailed response to the Neighborhood Outreach Letter, which is also included in Appendix D.

Due to the few responses that have been received as of January 9, 2020, low attendance and overall positive feedback at the first neighborhood meeting, the City of Flagstaff has approved the request to waive the requirement for the second neighborhood meeting.

PUBLIC HEARINGS

The public hearings before the City of Flagstaff Planning and Zoning Commission and City Council will be held on February 26, 2020 and April 7, 2020, respectively, at the Flagstaff City Hall Council Chambers. The Public Hearing Letters will be sent to the same mailing list used for the neighborhood meetings. In addition to the public hearing letters, signs will be posted by February 3rd, 2020.

APPENDIX A



Shephard ▲ Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8934 fax

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December 13, 2019

Dear Neighbor,

KFH Flagstaff Cummings II LLC (KFH) would like to invite the surrounding neighbors to a Neighborhood Meeting to discuss the annexation application that will be submitted for a parcel of land that is currently located within Coconino County at 4409 N. Highway 89, which is near the intersection of N. Cummings Street and Highway 89. The meeting and presentation will be held on **Monday, January 6, 2020 at 6 pm at Flagstaff Subaru, 4910 E. Marketplace Drive, Flagstaff, AZ 86004** to discuss the annexation of this property.

The annexation application is specifically for APN 113-27-027B (± 0.32 acres). KFH has the intention of building a restaurant on the subject property, which is currently located within Coconino County CH-10,000 zone. KFH would like to annex this county parcel into the City limits in order to construct the restaurant as part of an overall development that is already within City limits. The proposed city zoning district is Highway Commercial (HC).

The plan sheets submitted in association with the Site Plan and attached herein reflect the limits of the overall project. The parcel to be annexed is a part of an overall project that is called Highway 89 & Cummings and will consist of three proposed commercial buildings. The net acreage of the project after right-of-way dedication to the City of Flagstaff for the future full-build out of N. Highway 89 is approximately 0.31 acres. Access to the site will be provided by a new full access driveway and an exit driveway on N. Highway 89.

Project material will be available for review starting at 6:00 pm with a presentation starting shortly after 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 Department.

We hope to see you there. If you are unable to attend, please provide comments in the space below and mail to the developer's representative:

Mr. Stephen Irwin
Shephard-Wesnitzer, Inc.
110 West Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354
sirwin@swiaz.com

Please see below for the City of Flagstaff representative contact information:

Mr. Neil Gullickson
Planning Development Manager
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2614
NGullickson@flagstaff.gov

Sincerely,
Shephard – Wesnitzer, Inc.



Stephen C. Irwin, P.E.
Project Engineer



Shephard ▲ Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, Arizona 86001

928.773.0354 ph
928.774.8934 fx

info@swiaz.com
www.swiaz.com

SEDONA

COTTONWOOD

FLAGSTAFF

PRESCOTT

CIVIL SITE PLAN FOR HWY 89 & CUMMINGS FLAGSTAFF, ARIZONA

LOCATED IN SECTION 16, TOWNSHIP 21 NORTH,
RANGE 8 EAST, GILA AND SALT RIVER
MERIDIAN, CITY OF FLAGSTAFF, COCONINO
COUNTY, ARIZONA

PROJECT OWNER/DEVELOPER:

KFH FLAGSTAFF CUMMINGS II LLC
AMY MCCLAUGHRY
2701 E. CAMELBACK ROAD, #180
PHOENIX, AZ 85016
(480) 516-3499

PROJECT ENGINEER:

SHEPHARD-WESNITZER, INC.
STEPHEN IRWIN
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

PROPERTY INFORMATION:

ADDRESSES: 4409 & 4429 N. HIGHWAY 89
APNS: 113-27-029B (0.63± ACRES)
113-27-027B (0.32± ACRES)
EXISTING ZONING: HIGHWAY COMMERCIAL &
CH-1000

PROJECT ARCHITECT:

SMITH ARCHITECTS, INC.
RYAN SMITH
1503 YALE STREET, SUITE 200
FLAGSTAFF, ARIZONA 86001
(928) 779-5993

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: _____

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 USA

BY: _____ DATE: _____

UTILITY COMPANY CONTACTS

APS CONTACT: RYAN WIESNER
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
RYAN.WIESNER@APS.COM
PHONE: (928) 773-6447

CENTURYLINK CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@CENTURYLINK.COM
PHONE: (928) 779-4935

UNISOURCE ENERGY SERVICES CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226-2269

ALTICE USA CONTACT: SANFORD YAZZIE
1601 SOUTH PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266-0672

IMPERVIOUS AREA SUMMARY

PRE-DEVELOPMENT IMPERVIOUS AREA = 38,001 SF
POST-DEVELOPMENT IMPERVIOUS AREA = 34,257 SF
LID IS REQUIRED FOR THIS SITE AND IS PROVIDED BY THE REDUCTION IN
POST-DEVELOPMENT IMPERVIOUS AREA. DETENTION IS WAIVED FOR THIS SITE
AS RUNOFF CAPTURE VOLUME IS ZERO.

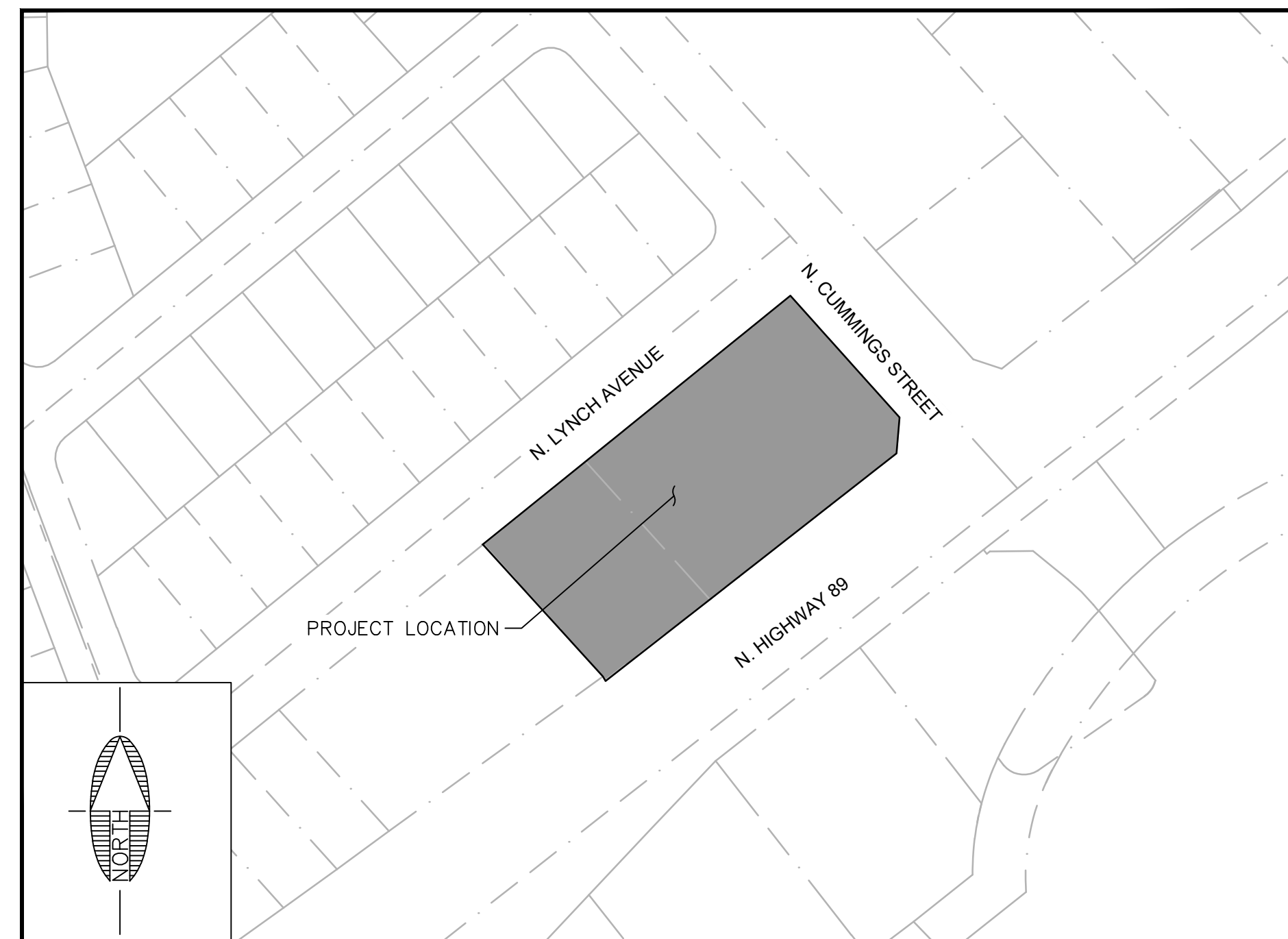
FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #0400506827G,
EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED
TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SOURCE OF PROJECT INFORMATION

TOPOGRAPHIC DATA WAS PROVIDED BY APEX LAND SURVEYS ON APRIL 30,
2019 AND SUPPLEMENTED WITH CITY OF FLAGSTAFF 2017 GIS.

BOUNDARY INFORMATION IS BASED ON AN ALTA FOR APN 113-27-029B
PREPARED BY ALLIANCE LAND SURVEYING, LLC ON JULY 12, 2017, AND AN
ALTA FOR APN 113-27-027B PREPARED BY APEX LAND SURVEYS ON AUGUST
14, 2019.



VICINITY MAP
N.T.S.

LEGEND

---	ROAD CENTERLINE	---	EX. LOT LINE
---	LOT LINE	---	EX. EASEMENT
---	ROW	---	EX. 100-YR FLOODPLAIN
---	EASEMENT	---	EX. INTERMEDIATE CONTOUR
---	8"SS GRAVITY SEWER LINE	---	EX. INDEX CONTOUR
---	8"W WATER LINE	---	EX. FENCE
---	STORM DRAIN PIPE	---	EX. WATER LINE
---	FUTURE PRIVATE DRIVEWAY	---	EX. SEWER LINE
---	SUBDIVISION BOUNDARY	---	EX. GAS
---	FIRE HYDRANT	---	EX. STORM DRAIN
---	WATER METER	---	EX. UNDERGROUND UTIL.
---	STREET LIGHT	---	EX. OVERHEAD UTIL.
---	SEWER MANHOLE	---	SECTION LINE
---	STOP SIGN	---	EX. ROAD STRIPING
---	CATCH BASIN	---	EX. WATER VALVE
---	DRAINAGE ARROW	---	EX. STREET LIGHT

JOB NO:	19051
DATE:	OCT 19
SCALE:	N/A
DRAWN:	CNP
DESIGN:	CNP
CHECKED:	SCI

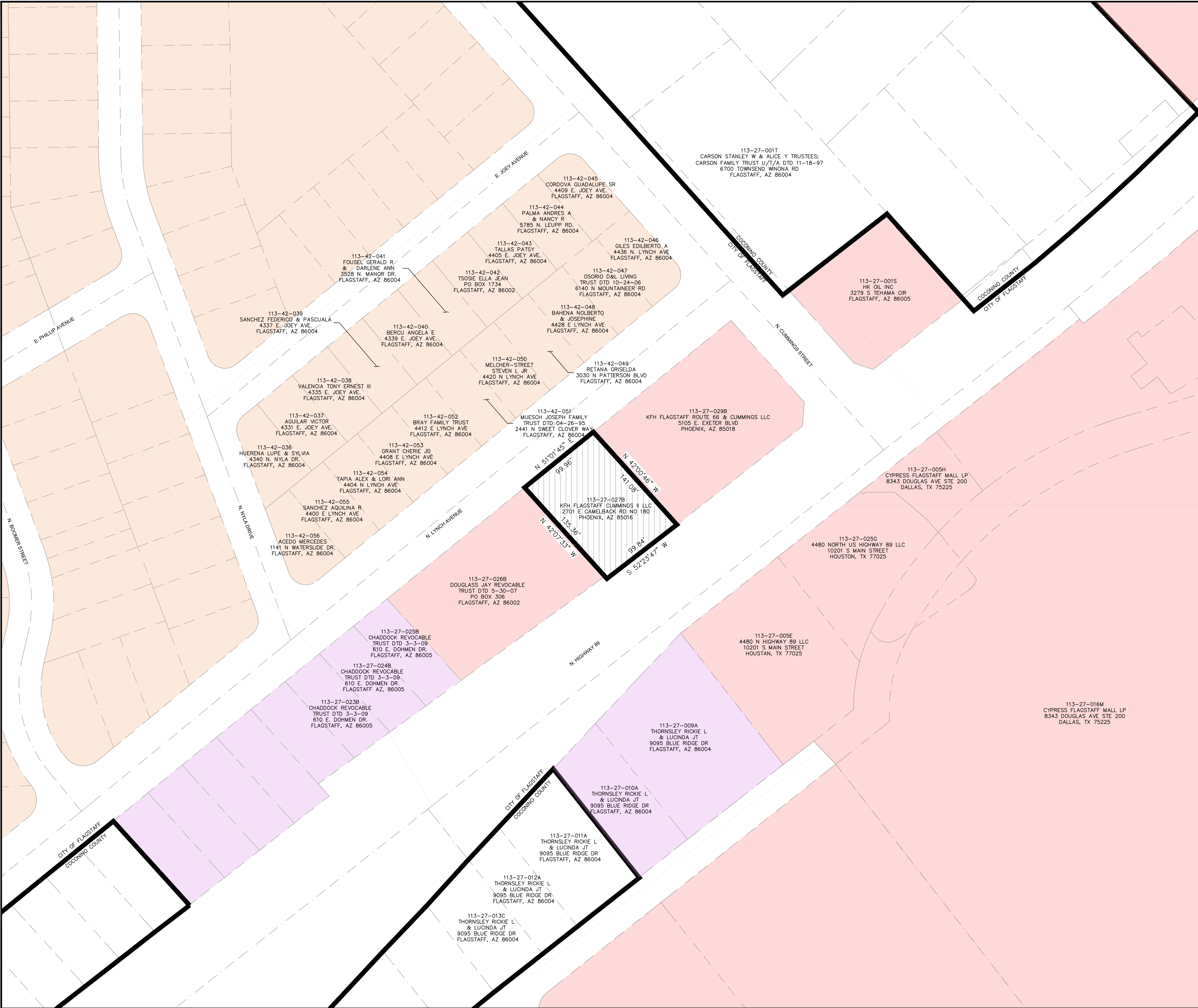
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com



NO.	DESCRIPTION	DATE	BY

PLOTTED: Oct 28, 2019 - 9:10am

FILE: P:\2019\1905\DRAWINGS\SITE PLAN\19051-ANNEXATION MAP.DWG CPHAM

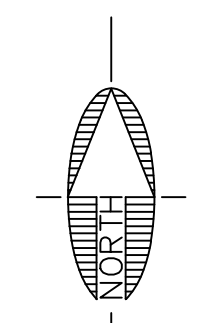


LEGEND

- PROPOSED PORTION OF PARCEL 112-01-001C TO BE ANNEXED INTO CITY OF FLAGSTAFF
 - EXISTING CITY LIMITS LINE
 - EXISTING PROPERTY LINE
- ZONE TERMS**
- MH MANUFACTURED HOUSING
 - PF PUBLIC FACILITY
 - HC HIGHWAY COMMERCIAL
 - CS COMMERCIAL SERVICE
 - "CITY" CITY OF FLAGSTAFF
 - "COUNTY" COCONINO COUNTY

NOTES:

- ANNEXED PROPERTY APN 113-27-027B WILL BE COMBINED WITH PARCEL APN 113-27-029B AFTER ANNEXATION PROCESS IS COMPLETED.



SCALE: 1" = 60'



PRELIMINARY

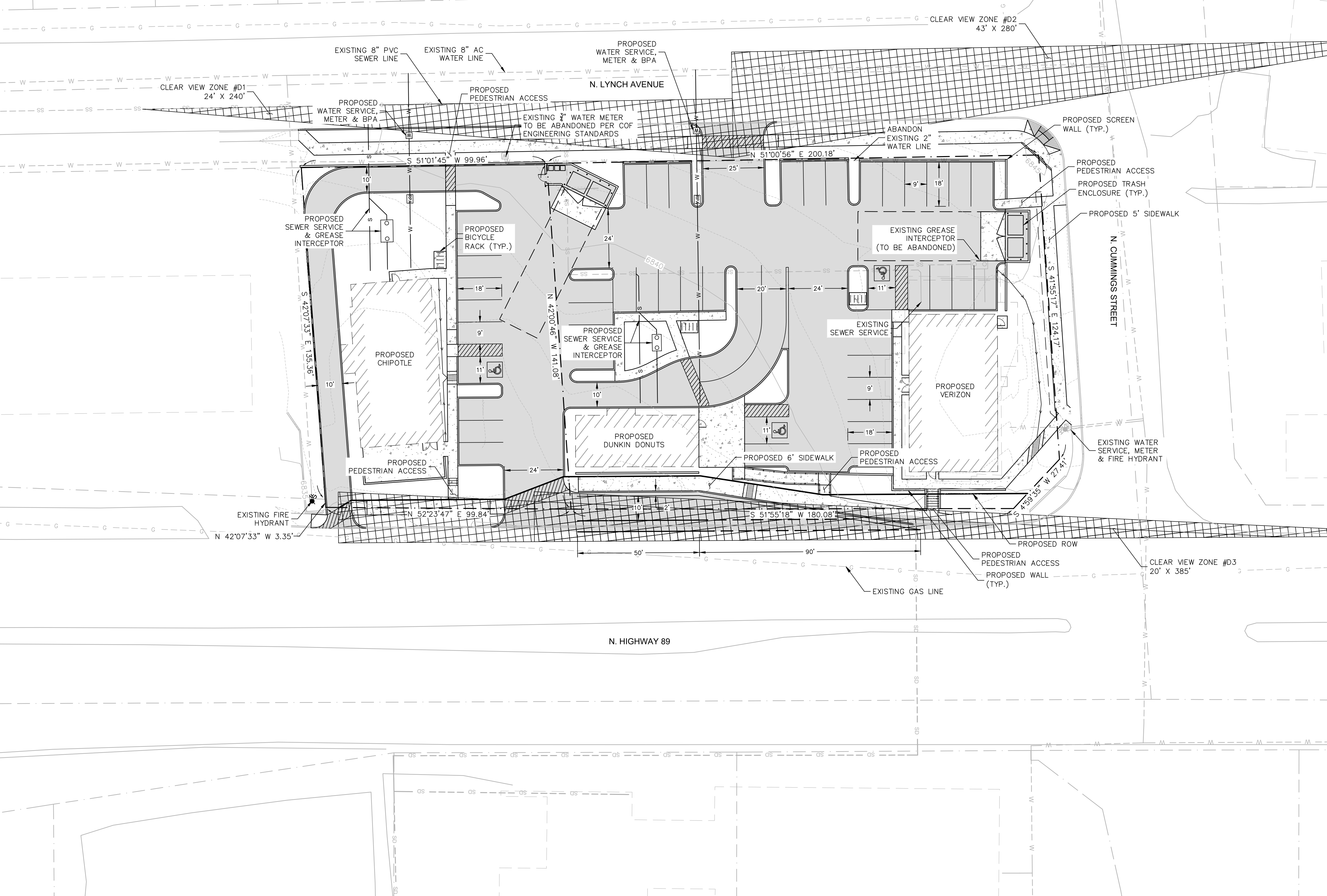
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. #PZ-19-00055

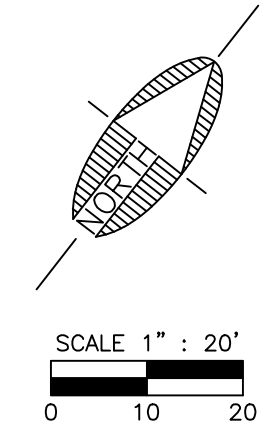
ANNEXATION MAP															
JOB NO: 19051 DATE: OCT 19 SCALE: AS SHOWN DRAWN: CNP DESIGN: CNP CHECKED: SCI	FLAGSTAFF ARIZONA HWY 89 & CUMMINGS														
110 W. Dole Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swigz.com															
 Shephard Wesnitzer, Inc.															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DESCRIPTION	DATE	BY									<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> DRAWING NO. AM01 </td> <td style="width: 50%;"> SHT NO. OF 2 OF 4 </td> </tr> </table>	DRAWING NO. AM01	SHT NO. OF 2 OF 4
NO.	DESCRIPTION	DATE	BY												
DRAWING NO. AM01	SHT NO. OF 2 OF 4														

CLEAR VIEW ZONE CALCULATIONS											
ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)1	TIME GAP tg (unadjusted)2	GRADE ≤ 3%	ACTUAL GRADES	MULTIPLE LANE CROSSINGS	NO. OF LANES4	TIME GAP tg(adjusted) 2	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
D1	Lynch	Right	25	6.5	Yes	2%	No	1	6.5	240	155
D2	Lynch	Left	25	7.5	Yes	2%	No	1	7.5	280	155
D3	Hwy 89	Right	45	6.5	Yes	2%	No	1	6.5	385	155

- 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: $ISD=1.47 \cdot VMAJOR \cdot tg$
 - (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.
 - (5) If the approach grade is greater than 3%, add 0.1 seconds for each percent grade.



- NOTES:
1. BIKE LANE STRIPING IS ONLY SHOWN TO DEMONSTRATE PROPOSED ROW IS WIDE ENOUGH TO ACCOMMODATE A FUTURE BIKE LANE.



PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING OR RECORDING

C.O.F. #PZ-19-00055

FLAGSTAFF ARIZONA

HWY 89 & CUMMINGS

CIVIL SITE PLAN

JOB NO: 19051 DATE: NOV 19 SCALE: AS SHOWN DRAWN: CNP DESIGN: CNP CHECKED: SCI

110 W. Dole Avenue
Flagstaff, AZ 86001
928.774.8934
928.774.8934 fax
www.swiqz.com

SWI
Shephard Wesnitzer, Inc.

NO.	DESCRIPTION	DATE	BY

REVISIONS

Call out least two full working days before you begin excavation.

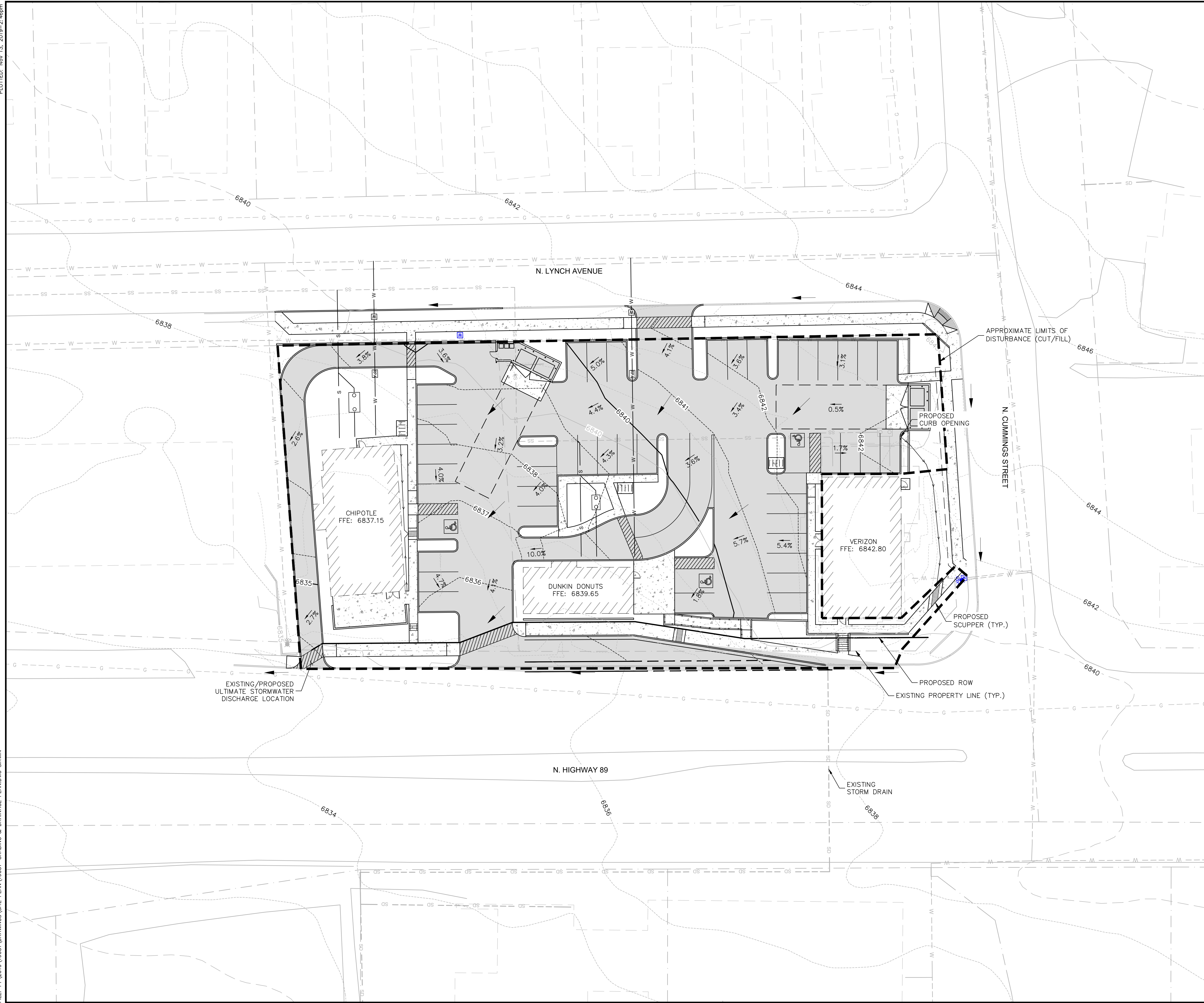
ARIZONA 811
Arizona Blue Stakes, Inc. (928-5348)
888-8-1-1 or 1-800-514E-11 (928-5348)

DRAWING NO. **SP01**

SHT NO. 3 OF 4



PLOTTED: Nov 13, 2019 - 2:46pm

FILE: P:\2019\1905\DRAWINGS\1905\1905-GRADING & DRAINAGE PLAN.DWG SIRWM

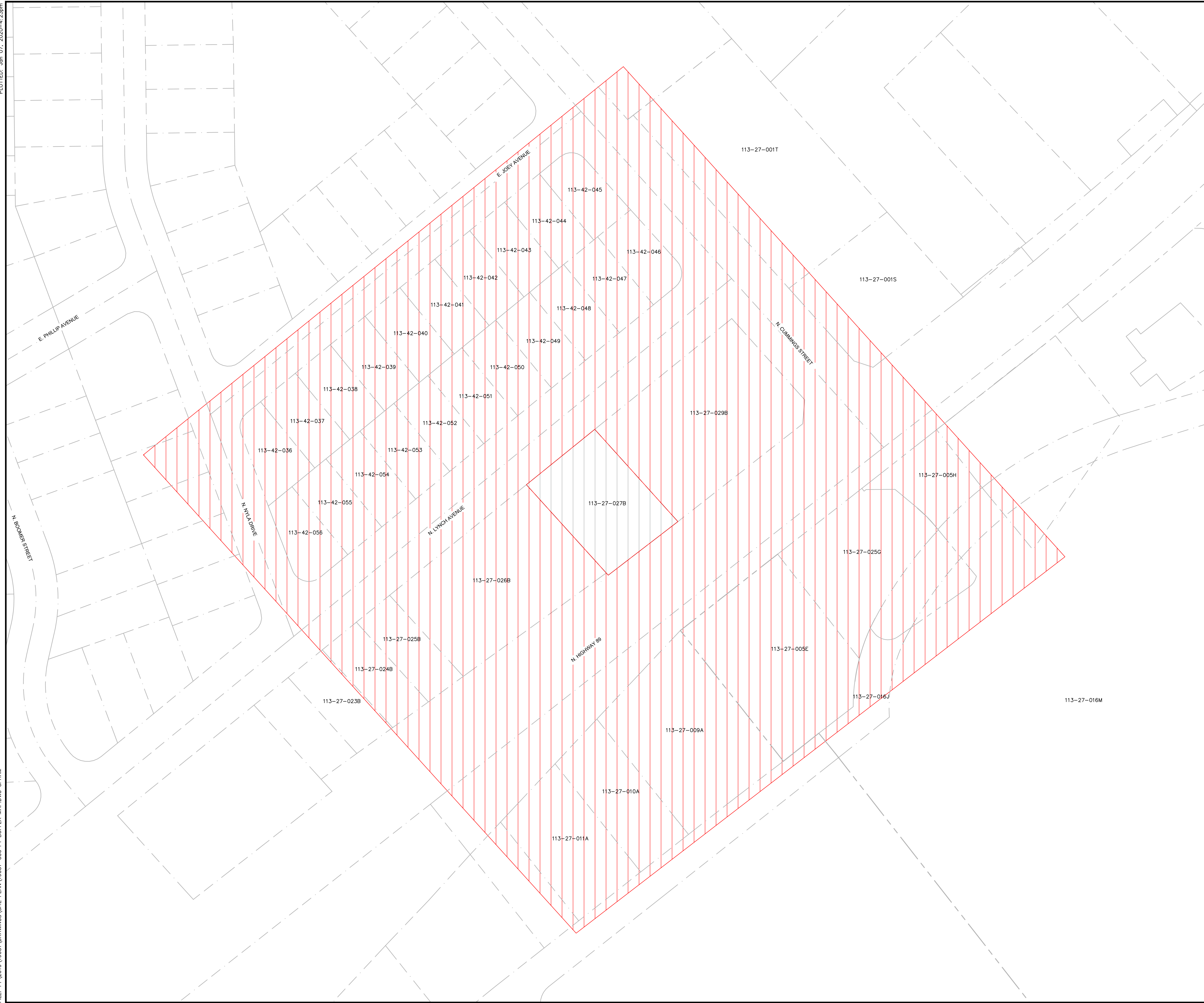


Impervious Area & LID Analysis				
LID Required Depth (ft)				0.0833
Site Area (sf)	Existing Impervious Area (sf)	Proposed Impervious Area (sf)	Net Impervious Area (sf)	Required LID Volume (sf)
42,328	38,001	34,257	-3,744	0

1. Gross required 1" LID volume is for all post-development impervious area including streets, parking, sidewalks and buildings.
 2. Per Ordinance No. 2012-03, LID may be waived for developments less than 1/4 acre or increases in the impervious area of ≤ 5,000 sf.

JOB NO: 19051		DATE: NOV 19		SCALE: AS SHOWN	DESIGN: CNP	CHECKED: SCI
110 W. Dole Avenue Flagstaff, AZ 86001 928.774.8934 928.774.8934 fax		www.swiqz.com		 Shephard Wesnitzer, Inc.		
NO.	DESCRIPTION	DATE	BY			
Call out least two full working days before you begin excavation.  Arizona 811 Arizona Blue Stakes, Inc.		DRAWING NO.		SHT NO.		OF
PRELIMINARY NOT FOR CONSTRUCTION, BIDDING OR RECORDING		GD01		4		4
C.O.F. #PZ-19-00055						

APPENDIX B



LEGEND

PROPERTY TO BE ANNEXED

300 FT BUFFER

EXISTING PROPERTY LINE

Call at least two full working days before you begin excavation.

ARIZONA 811
Arizona One Stop Slugs, Inc. (928-5348)

088 8-1-1 or 1-800-544-1111 (928-5348)


SCALE: 1" = 50'

PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING OR RECORDING

C.O.F. #PZ-19-00055

JOB NO: 19051		DATE: JAN 20		SCALE: AS SHOWN		DRAWN: CNP		DESIGN: CNP		CHECKED: SCI	
110 W. Dole Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swi9z.com		SWI		Shephard & Wesnitzer, Inc.		FLAGSTAFF ARIZONA		HWY 89 & CUMMINGS		300 FT BUFFER MAP	
NO.	DESCRIPTION	DATE	BY								
DRAWING NO. BM01		SHT NO. 1		OF 3							

APN	OWNER NAME	PARCEL ADDRESS	PARCEL CITY	PARCEL STATE	PARCEL ZIPCODE
11342037	AGUILAR VICTOR	4331 E JOEY AVE	FLAGSTAFF	AZ	86004
11342036	HUERENA LUPE & SYLVIA	4340 N NYLA DR	FLAGSTAFF	AZ	86004
11327009A	THORNSLEY RICKIE L & LUCINDA JT	9095 BLUE RIDGE DR	FLAGSTAFF	AZ	86004
11327010A	THORNSLEY RICKIE L & LUCINDA JT	9095 BLUE RIDGE DR	FLAGSTAFF	AZ	86004
11327011A	THORNSLEY RICKIE L & LUCINDA JT	9095 BLUE RIDGE DR	FLAGSTAFF	AZ	86004
11342039	SANCHEZ FEDERICO & PASCUALA	4337 E JOEY AVE	FLAGSTAFF	AZ	86004
11342038	VALENCIA TONY ERNEST III	4335 E JOEY AVE	FLAGSTAFF	AZ	86004
11342053	GRANT CHERIE JO	4408 E LYNCH AVE	FLAGSTAFF	AZ	86004
11342054	TAPIA ALEX & LORI ANN	4404 N LYNCH AVE	FLAGSTAFF	AZ	86004
11342055	SANCHEZ AQUILINA R	4400 N LYNCH AVE	FLAGSTAFF	AZ	86004
11342056	ACEDO MERCEDES	1141 N WATERSIDE DR	FLAGSTAFF	AZ	86004
11342041	FOUSEL GERALD R & DARLENE ANN	3528 N MANOR DR	FLAGSTAFF	AZ	86004
11342045	CORDOVA GUADALUPE SR	4409 E JOEY AVE	FLAGSTAFF	AZ	86004
11342046	GILES EDILBERTO A	4436 N LYNCH AVE	FLAGSTAFF	AZ	86004
11342043	TALLAS PATSY	4405 E JOEY AVE	FLAGSTAFF	AZ	86004
11342044	PALMA ANDRES A & NANCY R	5785 N LEUPP RD	FLAGSTAFF	AZ	86004
11342042	TSOSIE ELLA JEAN	PO BOX 1734	FLAGSTAFF	AZ	86002
11342040	BERCU ANGELA E	4339 E JOEY AVE	FLAGSTAFF	AZ	86004
11342047	OSORIO D & L LIVING TRUST DTD 10-24-06	6140 N MOUNTAINEER RD	FLAGSTAFF	AZ	86004
11342052	BRAY FAMILY TRUST	4412 E LYNCH AVE	FLAGSTAFF	AZ	86004
11342051	MUESCH JOSEPH FAMILY TRUST DTD 04-26-95	2441 N SWEET CLOVER WAY	FLAGSTAFF	AZ	86004
11342048	BAHENA NOLBERTO & JOSEPHINE	4428 E LYNCH AVE	FLAGSTAFF	AZ	86004
11342049	RETANA GRISELDA	3030 N PATTERSON BLVD	FLAGSTAFF	AZ	86004
11342050	MELCHER-STREET STEVEN L JR	4420 N LYNCH AVE	FLAGSTAFF	AZ	86004
11327026B	DOUGLASS JAY REVOCABLE TRUST DTD 5-30-07	PO BOX 306	FLAGSTAFF	AZ	86002
11327029B	KFH FLAGSTAFF ROUTE 66 & CUMMINGS LLC	5105 E EXETER BLVD	PHOENIX	AZ	85018
11327001S	HK OIL INC	3279 S TEHAMA CIR	FLAGSTAFF	AZ	86005
11327001T	CARSON STANLEY W & ALICE Y TRUSTEES ; CARSON FAMILY TRUST U/T/A DTD 11-18-97	6700 TOWNSEND WINONA RD	FLAGSTAFF	AZ	86004
11327023B	CHADDOCK REVOCABLE TRUST DTD 3-3-09	610 E DOHMEN DR	FLAGSTAFF	AZ	86005
11327024B	CHADDOCK REVOCABLE TRUST DTD 3-3-09	610 E DOHMEN DR	FLAGSTAFF	AZ	86005
11327025B	CHADDOCK REVOCABLE TRUST DTD 3-3-09	610 E DOHMEN DR	FLAGSTAFF	AZ	86005
11327027B	KFH FLAGSTAFF CUMMINGS II LLC	2701 E CAMELBACK RD NO 180	PHOENIX	AZ	85016
11327016M	CYPRESS FLAGSTAFF MALL LP	8343 DOUGLAS AVE STE 200	DALLAS	TX	75225
11327005E	4480 NORTH US HIGHWAY 89 LLC	ATTN: LEASE ADMINISTRATION 10201 S MAIN STREET	HOUSTON	TX	77025
11327005G	4480 NORTH US HIGHWAY 89 LLC	ATTN: LEASE ADMINISTRATION 10201 S MAIN STREET	HOUSTON	TX	77025
11327005H	CYPRESS FLAGSTAFF MALL LP	8343 DOUGLAS AVE STE 200	DALLAS	TX	75225
11327016J	4480 NORTH US HIGHWAY 89 LLC	ATTN: LEASE ADMINISTRATION 10201 S MAIN STREET	HOUSTON	TX	77025
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 EAST CEDAR AVENUE, SUITE 86	FLAGSTAFF	AZ	86004
JEFFREY HERD	NORTHERN ARIZONA ASSOCIATION OF REALTORS	1515 EAST CEDAR AVENUE, SUITE C-4	FLAGSTAFF	AZ	86004
	TISH BOGAN-OZMUN	5271 MT. PLEASANT DRIVE	FLAGSTAFF	AZ	86004
	MARILYN WEISSMAN	1055 EAST APPLE WAY	FLAGSTAFF	AZ	86001
MAURY HERMAN	COAST AND MOUNTAIN PROPERTIES	3 NORTH LEROUX STREET	FLAGSTAFF	AZ	86001
	NAT WHITE	1120 NORTH ROCKRIDGE ROAD	FLAGSTAFF	AZ	86001
	CHARLIE SILVER	720 WEST ASPEN AVENUE	FLAGSTAFF	AZ	86001
	BETSY MCKELLAR	330 S ASH LANE	FLAGSTAFF	AZ	86004
	DAVID CARPENTER	1715 E TRADE WINDS COURT	FLAGSTAFF	AZ	86005
DOREANDA COLEMAN	ARIZONA ARMY NATIONAL GUARD, AZAA-FMO	5636 E MCDOWELL RD, M5330	PHOENIX	AZ	85008
MARY BETH DREUSIKE	US NAVY, INTERGOVERNMENTAL BRANCH	850 PACIFIC HIGHWAY, BUILDING 1 -- 5TH FLOOR, SUITE 513	SAN DIEGO	CA	92101
	CELIA BAROTZ	3354 N CREST STREET	FLAGSTAFF	AZ	86001
	NORM WALLEN	3716 N GRANDVIEW	FLAGSTAFF	AZ	86004
JAY CHRISTELMAN	COCONINO COUNTY COMMUNITY DEVELOPMENT	2500 N FORT VALLEY ROAD, BLDG 1	FLAGSTAFF	AZ	86001
JESS MCNEELY	COCONINO COUNTY COMMUNITY DEVELOPMENT	2500 N FORT VALLEY ROAD, BLDG 1	FLAGSTAFF	AZ	86001
STEVE FINCH	FLAGSTAFF LODGING, RESTAURANT & TOURISM ASSOCIATION	PO BOX 30622	FLAGSTAFF	AZ	86003
	ADRIAN SKABELUND	819 WEST GRAND CANYON AVENUE	FLAGSTAFF	AZ	86001
CITY OF FLAGSTAFF COMMUNITY DEVELOPMENT DIVISION	NEIL GULLICKSON	211 WEST ASPEN AVENUE	FLAGSTAFF	AZ	86001

JOB NO: 19051		DATE: JAN 20		SCALE: AS SHOWN		DRAWN: CNP		DESIGN: CNP		CHECKED: SCI	
<p>110 W. Dole Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swi.coz.com</p>											
<p>SWI Shephard Wesnitzer, Inc.</p>											
REVISIONS	NO.	DESCRIPTION	DATE	BY							
<p>Call out least two full working days before you begin excavation.  ARIZONA 811 Arizona Blue Stakes, Inc. 800 841-1111 or 1-800-STATE-11 (782-5348)</p>											
<p>PRELIMINARY NOT FOR CONSTRUCTION, BIDDING OR RECORDING</p>											
<p>DRAWING NO. LIST</p>											
<p>SHT NO. OF</p>											
<p>C.O.F. #PZ-19-00055 3 3</p>											

FLAGSTAFF ARIZONA
 HWY 89 & CUMMINGS
 MAILING LIST

APPENDIX C



ANNEXATION NEIGHBORHOOD MEETING

NEIGHBORHOOD MEETING: January 6, 2020 at 6 pm

LOCATION OF MEETING: Flagstaff Subaru Conference Room, 4910 East Marketplace Drive, Flagstaff, Arizona 86004

REQUEST: An Annexation for KFH Flagstaff Cummings II LLC to allow annexation of a commercial property located on a 0.32-acre parcel at 4409 North Highway 89 within Coconino County CH-10,000 zone. The proposed city zoning district is Highway Commercial (HC).

AREA TO BE ANNEXED: 4409 North Highway 89, Flagstaff, Arizona 86004 (APN 113-27-027B)

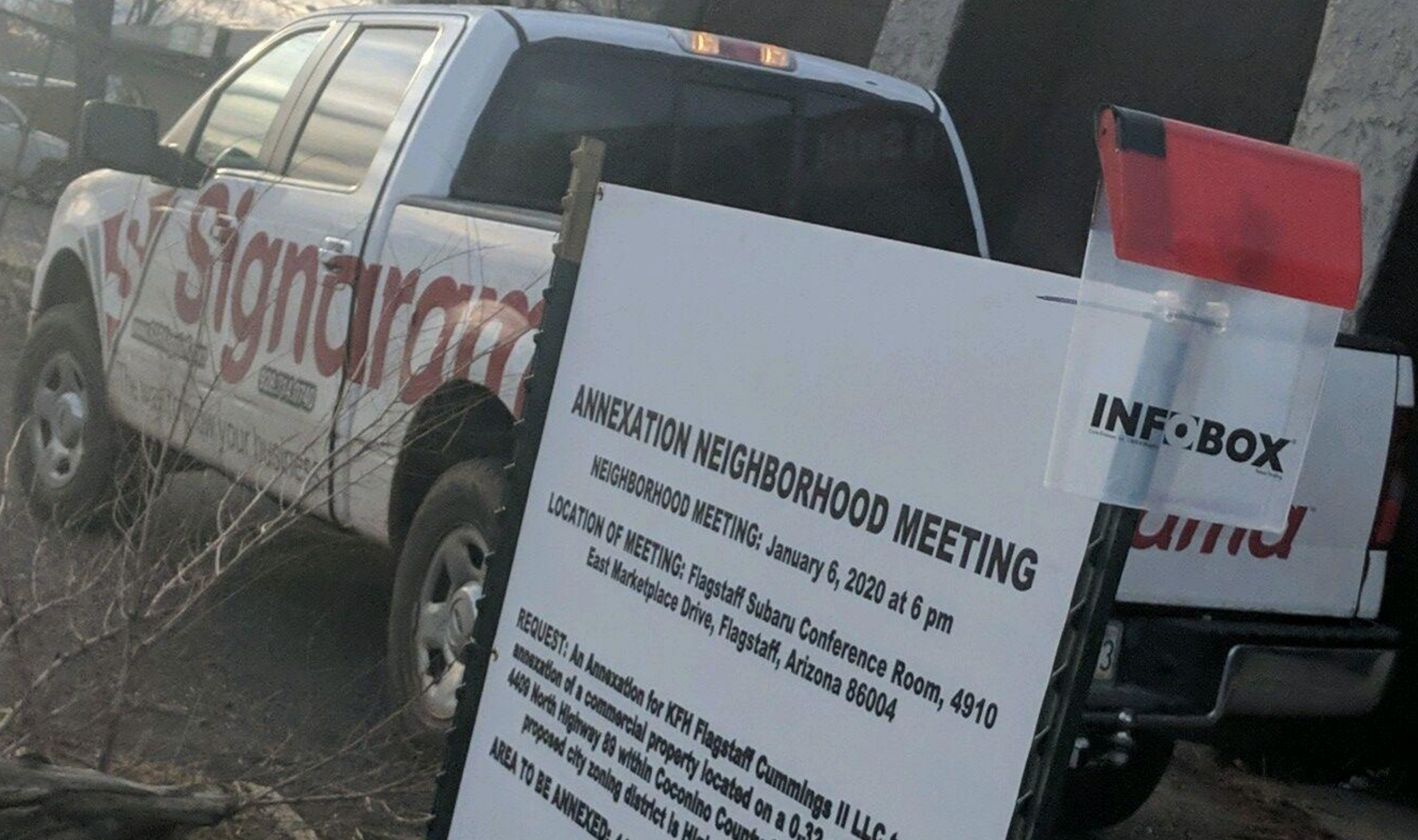
SIZE OF SITE: 0.32 Acres

CONTACT: Stephen Irwin, Shephard-Wesnitzer, Inc., 928-773-0354
or
Neil Gullickson, City of Flagstaff, 928-213-2614

Dec 18, 2019 4:01:53 PM
4420 North Lynch Avenue
Flagstaff
Coconino County
Arizona

ANNEXATION NEIGHBORHOOD MEETING
NEIGHBORHOOD MEETING: January 6, 2020 at 6 pm
LOCATION OF MEETING: Flagstaff Subaru Conference Room, 4910 East Marketplace Drive, Flagstaff, Arizona 86004
REQUEST: An Annexation for KFH Flagstaff Cummings II LLC to allow annexation of a commercial property located on a 0.32-acre parcel at 4409 North Highway 89 within Coconino County CH-10,000 zone. The proposed city zoning district is Highway Commercial (HC).
AREA TO BE ANNEXED: 4409 North Highway 89, Flagstaff, Arizona 86004 (APN 113-27-027B)
SIZE OF SITE: 0.32 Acres
CONTACT: Stephen Irwin, Shepard-Weanitzer, Inc., 928-773-0354
Neil Gulickson, City of Flagstaff, 928-213-2814

INFOBOX



Dec 18, 2019 4:14:47 PM
4409 U.S. 89
Flagstaff
Coconino County
Arizona

APPENDIX D



Shephard ▲ Wesnitzer, Inc.
Engineering an environment of excellence

110 West Dale Avenue

Flagstaff, AZ 86001

928.773.0354

www.swiaz.com

Engineering an environment of excellence.

Highway 89 & Cummings – Annexation Neighborhood Meeting

January 6, 2020 at 6:00PM

Sign-In Sheet

Name	Address	Phone	Email
MIKE PATEL	4501 N. HWY 89	928-527-6972	
RICK THORNSLEY	9095 BLUE RIDGE FLAG	928-699-3055	
ROBERT E GRAY	4412 LYNCH AVE	928-699-2786	
Jim + Timi Brooks	5301 Tellis Trail	253-350-8400	
Douglas Miller	42182 N 105th St	612 710 8899	
DAVID SWAIN		928-600-4012	
Vinthe Danapalan		928 907 3267	

Highway 89 & Cummings
SWI Project #17113
Neighborhood Meeting Questions
Monday, January 6, 2020
Flagstaff Subaru

QUESTION/COMMENT	ANSWER
Presentation officially started at 6:00pm.	
What is the annexation procedure?	The annexation procedure requires to host two neighborhood meetings, prepare a citizen participation plan, submit to the City for review, and attend the P&Z and City Council meetings.
Why did the City not think there would be a large turnout for this first neighborhood meeting?	Us and the City did not anticipate a large turnout because this project does not involve affordable or student housing, which has been a popular subject among the community as of lately.
Is Highway 89 not owned by ADOT?	The City of Flagstaff maintains the roadway. Therefore, the plans will not need to be reviewed by ADOT. It will only be reviewed and approved through the City.
Is the City of Flagstaff ok with the driveways on Highway 89?	The plans have already gone through several design iterations and submittals to the City and currently meet code. There are currently three thru-lanes in both directions on Highway 89, and the proposed driveways do not interfere with the existing median.
Can you provide more explanation on the existing building on the parcel to be annexed?	There is an existing abandoned car stereo building on the subject parcel to be annexed.
What are the extents of the overall project?	The project limits are from the existing Pizza Hut at the intersection of Cummings and Highway 89 to the existing Sounds Good building. The project will terminate before the ADOT Motor Vehicle Service Center.
What are the existing utility connections to the building?	The existing building currently has a water connection to the City water main in Lynch.
What will be the new water connections?	The proposed Chipotle will have a new water connection off of the water main in Lynch.
Why is the water connection not grandfathered into this parcel?	Whenever there is a change in use, it requires a new water connection. Annexation of the parcel is required in order for the proposed development on this parcel to connect to the City utilities. This parcel is also part of a

	holistic project with shared parking and access and would only work with an annexation. The parcel can remain as part of the County; however, it would be extremely difficult to develop.
What are the other buildings, and how are they affiliated with the Chipotle?	The overall project will also include a Dunkin Donuts, which will not have indoor seating, and a Verizon, which will utilize the existing Pizza Hut building. The project will have shared parking and access.
How many parking spots will be proposed? Will the parking for these proposed developments take over neighborhood parking?	There are 45 parking spaces proposed for this project. The number of spaces was calculated using the City of Flagstaff Zoning Code. The City also requires frontage edge improvements with this project; therefore, there is proposed parkway and sidewalk along the frontages of this project. The proposed edge improvement along Lynch will remove the existing parking along the edge of the roadway. This existing parking along Lynch is not technically legal. There is a lot of right-of-way on Lynch, and the roadway takes up only a portion of the right-of-way. People have taken advantage of this available space and parked their vehicles on the side of the roadway.
Will the Dunkin Donuts owner be the same owner of the Dunkin Donuts on Milton?	No, Aaron and his partner developed and have since sold the Dunkin Donuts on the Milton Road site. Another Dunkin Donuts franchisee will build and operate the one on US 89 & Cummings.
What is next in the process?	After this meeting, we will need to prepare a citizen participation plan that summarizes this meeting, submit the annexation package for the City’s review, host a second neighborhood meeting (if necessary), attend the P&Z and City Council meetings, annex the parcel, and proceed to construction plans.
Does a change in use not dictate a rezone or CUP?	State law dictates the requirements for the annexation process. A rezone happens in conjunction with the annexation process.
Is this parcel not subject to be annexed?	The City is in the process on cleaning up all “county islands”. As stated earlier, this parcel does not technically need to be annexed; however, it would be extremely difficult to develop if it was not annexed. Some projects

	have a pre-annexation agreement if the parcel cannot be annexed.
Who purchased the J. Douglas property?	We do not know specifically who purchased the property. The only information we know is that the parcel was recently sold. KFH has discussed possible acquirement of the parcel; however, no action has been taken.
How quickly will construction begin?	We plan to go at-risk with construction documents and break ground in May 2020. We anticipate four months of construction. Dunkin Donuts will be responsible for the construction of their building and will be on a land lease.
Does KFH own any other businesses in town?	The Milton property has been sold and KFH does not own any other properties in Flagstaff.
This looks like a good project.	Thank you for your feedback.
Meeting adjourned at 7:00pm.	



Shephard ▲ Wesnitzer, Inc.

To City ✓ 2020

Lynch * Cummings

Hwy 89

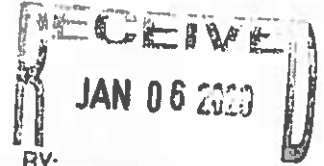
110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354

928.774.8934 fax

www.swiaz.com

Engineering an environment of excellence.



BY: _____
December 13, 2019

Dear Neighbor,

KFH Flagstaff Cummings II LLC (KFH) would like to invite the surrounding neighbors to a Neighborhood Meeting to discuss the annexation application that will be submitted for a parcel of land that is currently located within Coconino County at 4409 N. Highway 89, which is near the intersection of N. Cummings Street and Highway 89. The meeting and presentation will be held on **Monday, January 6, 2020 at 6 pm at Flagstaff Subaru, 4910 E. Marketplace Drive, Flagstaff, AZ 86004** to discuss the annexation of this property.

The annexation application is specifically for APN 113-27-027B (±0.32 acres). KFH has the intention of building a restaurant on the subject property, which is currently located within Coconino County CH-10,000 zone. KFH would like to annex this county parcel into the City limits in order to construct the restaurant as part of an overall development that is already within City limits. The proposed city zoning district is Highway Commercial (HC).

The plan sheets submitted in association with the Site Plan and attached herein reflect the limits of the overall project. The parcel to be annexed is a part of an overall project that is called Highway 89 & Cummings and will consist of three proposed commercial buildings. The net acreage of the project after right-of-way dedication to the City of Flagstaff for the future full-build out of N. Highway 89 is approximately 0.31 acres. Access to the site will be provided by a ~~new~~ full access driveway and an exit driveway on N. Highway 89.

HO

Project material will be available for review starting at 6:00 pm with a presentation starting shortly after 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 Department.

HO HO HO

We hope to see you there. If you are unable to attend, please provide comments in the space below and mail to the developer's representative:

Mr. Stephen Irwin
Shephard-Wesnitzer, Inc.
110 West Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354
sirwin@swiaz.com

Please see below for the City of Flagstaff representative contact information:

Mr. Neil Gullickson
Planning Development Manager
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2614
NGullickson@flagstaff.gov

Sincerely,
Shephard – Wesnitzer, Inc.



Stephen C. Irwin, P.E.
Project Engineer



Shephard ▲ Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, Arizona 86001

928.773.0354 ph
928.774.8934 fx

info@swiaz.com
www.swiaz.com

SEDONA

COTTONWOOD

FLAGSTAFF

PRESCOTT

COMMENTS REGARDING THIS DEVELOPMENT

2020

we dont want Dunkdunkins or Chick Fillet or phone Verizon in the neighborhood that will let to many car in & out ALL day & night! why not put that somewhere else we have enough up here we dont anymore things what houseing for the poor homeless that make ~~small~~ ^{small} ~~services~~ ^{services} ALL you guys what to do stake over the town & NAU to night right you just want to make it hard on the people. This used to be a nice town now money money make the world go around Flagstaff because of stup rich people ALL you think is dollars Bills!!! you all need to leave town... go somewhere their is other places you can ~~put~~ ^{put} that bullshit not on lunch & Cummings. not the same anymore

here Flagstaff & Boo! go home what About a clothing store at the mall? we need one ALL we have is penneys & D, store How About that for tax!

No New station? why Bus No New paper why what up with this

more money for school NOT T AS money FROM we have to people.

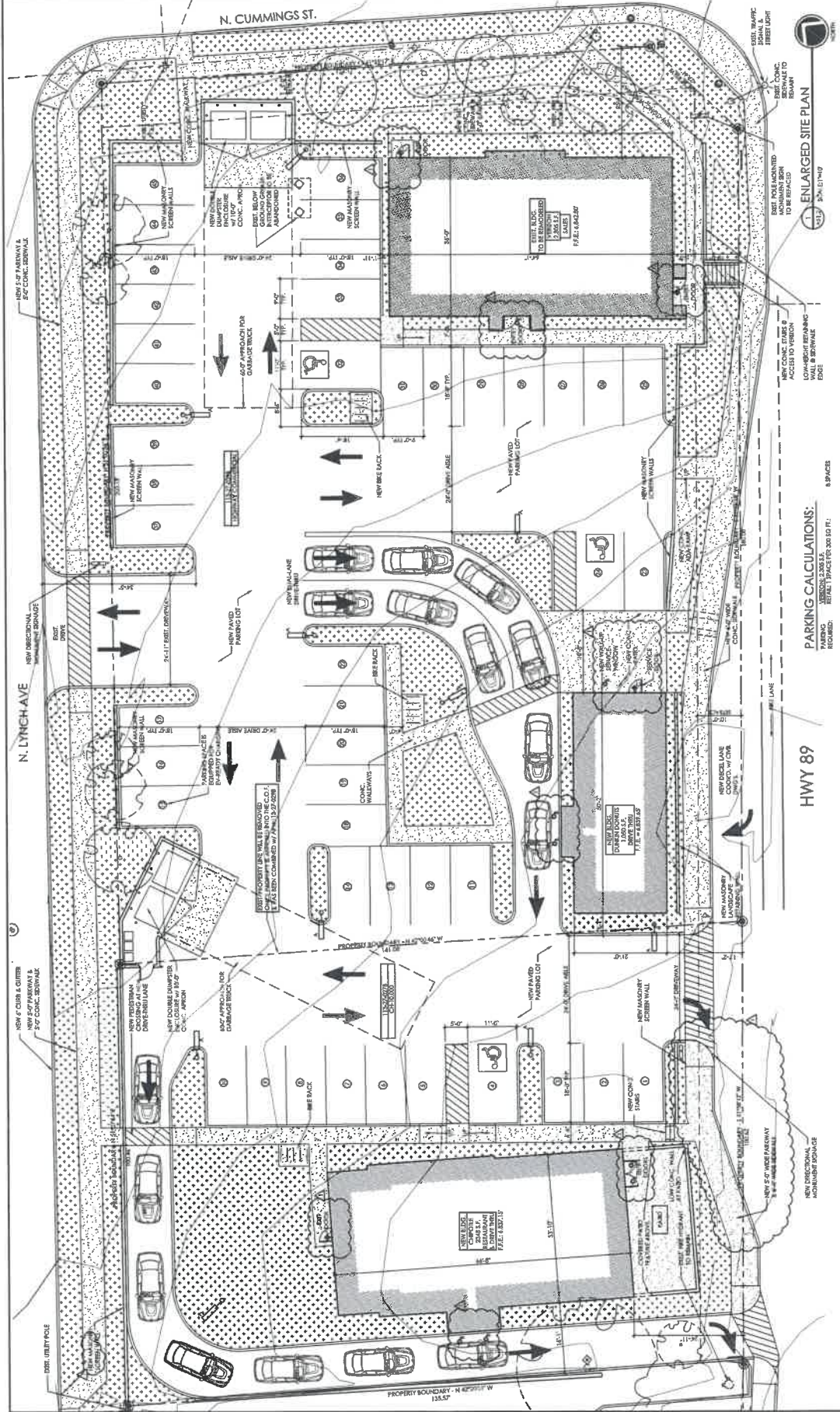


Shephard & Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, Arizona 86001

928.773.0354 ph
928.774.8934 fx

info@swiaz.com
www.swiaz.com



SITE PLAN NOTES:

- REFER TO ATTACHED CIVIL ENGINEERING DRAWINGS FOR ALL UTILITY, CHANGING, DRAINAGE, AND PUBLIC IMPROVEMENT INFORMATION.
- REFER TO ATTACHED LANDSCAPE ARCHITECTURE DRAWINGS FOR ALL LANDSCAPE INFORMATION, INCLUDING TREE SPECIFICATIONS AND PLANTING.
- ALL PROPOSED EXISTING AND NEW SITE DRAINAGE WILL BE DESIGNED BY A LICENSED PROFESSIONAL ENGINEER AND PERMITTED SEPARATELY.

SITE PLAN LEGEND:

- PERIMETER OF NEW ALLOG. FOOTPRINT
- NEW CONCRETE WALKWAYS
- NEW LANDSCAPE AREA, COORD. W/ LANDSCAPE DRAWING
- EXIST. TREE TO REMAIN
- EXIST. TREE TO REMAIN
- EXIST. TREE TO BE REMOVED

PARKING CALCULATIONS:

PARKING REQUIRED:	8 SPACES
MINIMUM REQUIRED:	4 SPACES (1 VEHICLE)
MINIMUM REQUIRED:	2 SPACES (2 VEHICLES)
MINIMUM REQUIRED:	3 SPACES (3 VEHICLES)
MINIMUM REQUIRED:	4 SPACES (4 VEHICLES)
MINIMUM REQUIRED:	5 SPACES (5 VEHICLES)
MINIMUM REQUIRED:	6 SPACES (6 VEHICLES)
MINIMUM REQUIRED:	7 SPACES (7 VEHICLES)
MINIMUM REQUIRED:	8 SPACES (8 VEHICLES)
MINIMUM REQUIRED:	9 SPACES (9 VEHICLES)
MINIMUM REQUIRED:	10 SPACES (10 VEHICLES)
MINIMUM REQUIRED:	11 SPACES (11 VEHICLES)
MINIMUM REQUIRED:	12 SPACES (12 VEHICLES)
MINIMUM REQUIRED:	13 SPACES (13 VEHICLES)
MINIMUM REQUIRED:	14 SPACES (14 VEHICLES)
MINIMUM REQUIRED:	15 SPACES (15 VEHICLES)
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MINIMUM REQUIRED:	40 SPACES (40 VEHICLES)
MINIMUM REQUIRED:	41 SPACES (41 VEHICLES)
MINIMUM REQUIRED:	42 SPACES (42 VEHICLES)
MINIMUM REQUIRED:	43 SPACES (43 VEHICLES)
MINIMUM REQUIRED:	44 SPACES (44 VEHICLES)
MINIMUM REQUIRED:	45 SPACES (45 VEHICLES)
MINIMUM REQUIRED:	46 SPACES (46 VEHICLES)
MINIMUM REQUIRED:	47 SPACES (47 VEHICLES)
MINIMUM REQUIRED:	48 SPACES (48 VEHICLES)
MINIMUM REQUIRED:	49 SPACES (49 VEHICLES)
MINIMUM REQUIRED:	50 SPACES (50 VEHICLES)

OUTDOOR LIGHTING LEGEND:

SYMBOL	LINE	WALL	WALK	SHIELD	OUTLINE TYPE
A	10	1/2"	1/2"	1/2"	POLE MOUNT PARKING LOT FIXTURE
B	8	1/2"	1/2"	1/2"	RECESSED CANISTER FIXTURE
C	4	1/2"	1/2"	1/2"	WALL MOUNT SECURITY FIXTURE

NOTE: REFER TO ATTACHED SPECIFICATION FOR OUTDOOR LIGHTING FIXTURE FOR LIGHT CALCULATION.

ENLARGED SITE PLAN
 24" x 36" @ 1/8" = 1'-0"

REVISIONS: _____ DATE: _____
 1. G. COMMERCE, J. DEBELL

NEW BUILDING FOR
CHIPOTLE MEXICAN GRILL
 4429 N. HIGHWAY 89
 FLAGSTAFF, ARIZONA

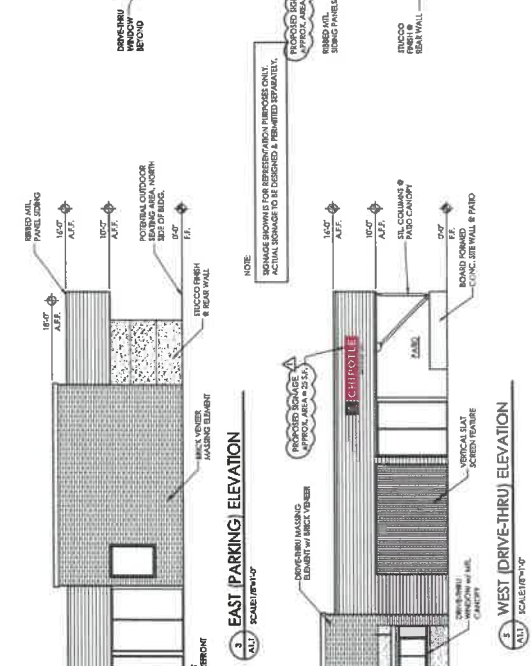
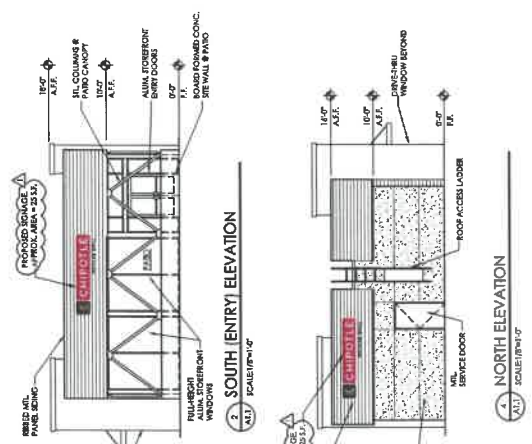
smith ARCHITECTS inc.
 ARCHITECTURE | PLANNING | COLLABORATION
 1100 S. TAVEL STREET, SUITE 200
 FLAGSTAFF, ARIZONA 86001
 P: 928.777.9799
 F: 928.777.0293

WE ENCOURAGE THE LOCAL AND REGIONAL SUPPLY CHAIN TO BE USED WHERE APPROPRIATE. MATERIALS AND METHODS SHOULD BE SELECTION AND NOT TO BE LIMITED BY THIS LIST. WE WILL WORK WITH YOU TO FIND THE BEST SOLUTIONS TO YOUR PROJECT.

PRELIMINARY
 NOT FOR CONSTRUCTION

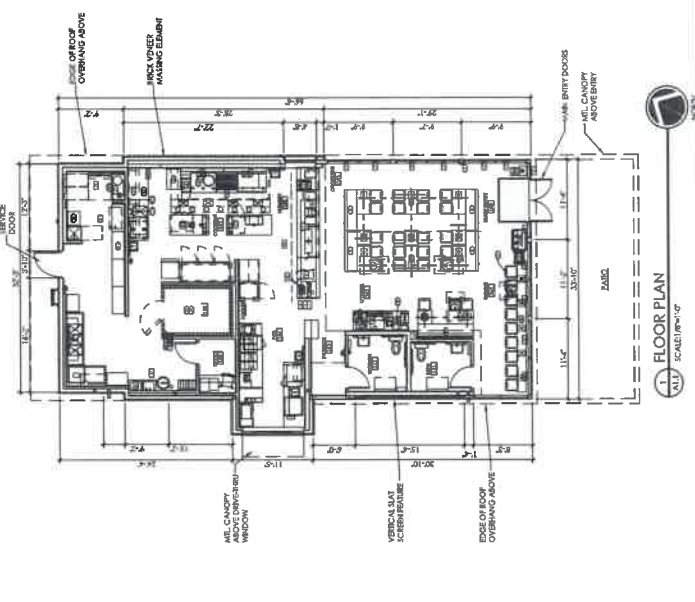
DRAWN BY: _____ REVIEW BY: _____
 P. SMITH, P. SMITH
 PROJECT NO.: _____
 1707
 DATE: _____
 OCTOBER 29, 2019
 SHEET:

A1.1
 CHIPOTLE
 PRELIMINARY ELEVATIONS
 PRELIMINARY FLOOR PLAN



EXTERIOR FINISH SCHEDULE

MATERIAL	DESCRIPTION / COLOR
METAL BRIDG	METAL BRIDG COLOR: "LIGHTS BRONZE" PPG 101-14
STUCCO	MEXICAN STUCCO FINISH - READY TO PAINT COLOR: "TERRAZZO" PPG 101-14 OR "TERRAZZO" PPG 101-14
BRICK	BRICK COLOR: "REDBRICK"
WOOD	WOOD COMPOSITE DECKING (BURNED ON END) COLOR: "REDBRICK" PPG 101-14 OR "REDBRICK" PPG 101-14
CONCRETE	CONCRETE COLOR: "TERRAZZO" PPG 101-14
GLASS	GLASS COLOR: "TERRAZZO" PPG 101-14
PAINT	PAINT COLOR: "TERRAZZO" PPG 101-14
SCREEN DOOR	SCREEN DOOR COLOR: "TERRAZZO" PPG 101-14



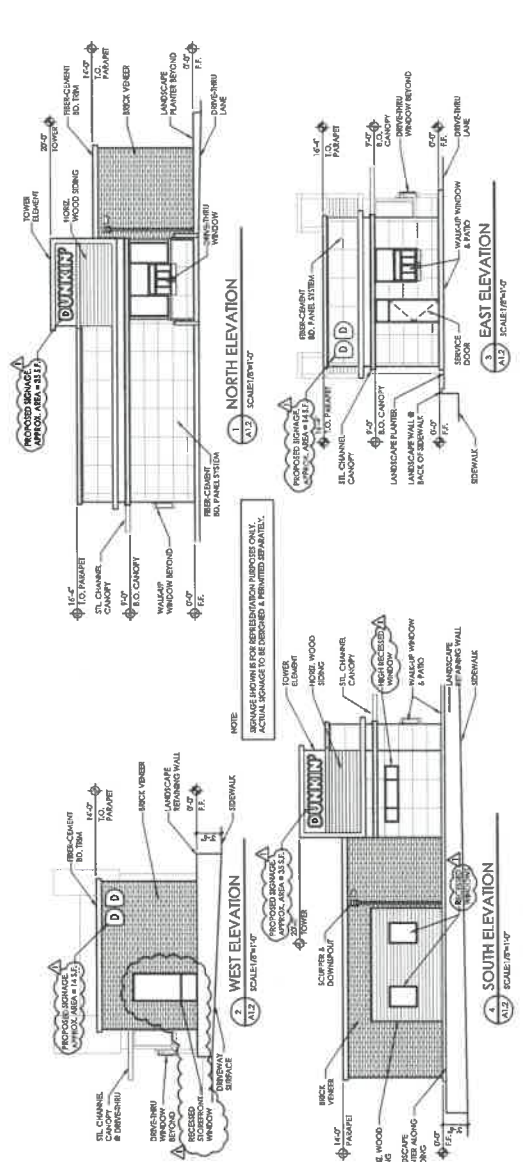
NEW BUILDING FOR
DUNKIN DONUTS
 4429 N. HIGHWAY 89
 FLAGSTAFF, ARIZONA

Smith ARCHITECTS Inc.
 ARCHITECTURE | PLANNING | COLLABORATION
 1001 S. VALLEY STREET, SUITE 200
 FLAGSTAFF, ARIZONA 86001
 PHONE: 928.779.5978
 FAX: 928.779.4276

PRELIMINARY
 PROJECT DESCRIPTION:
 THE DOCUMENT, THE SEALS AND
 STAMPS ARE THE PROPERTY OF
 SMITH ARCHITECTS AND NOT TO BE
 REPRODUCED OR TRANSMITTED IN
 ANY FORM OR BY ANY MEANS
 WITHOUT AUTHORIZATION OF SMITH
 ARCHITECTS.

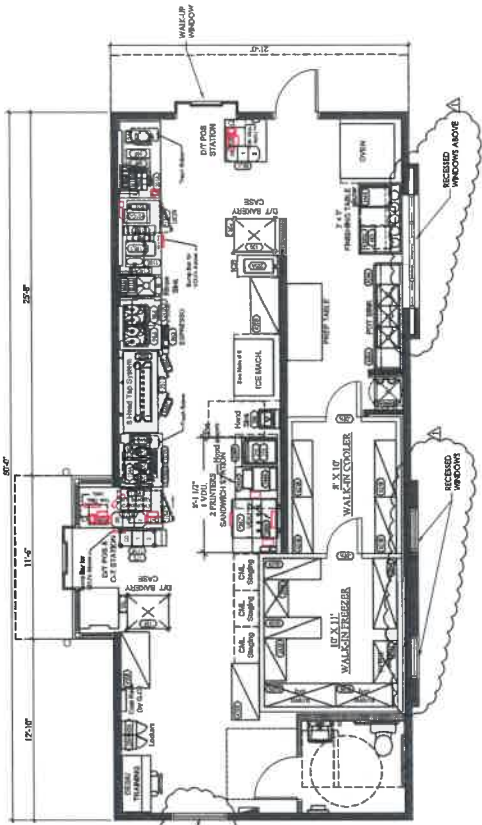
DESIGNED BY: ROBERT BY
 PROJECT NO.: 1709
 DATE: DECEMBER 16, 2019
 SHEET: A1.2

A1.2
 DUNKIN DONUTS
 PRELIMINARY ELEVATIONS
 PRELIMINARY FLOOR PLAN



EXTERIOR FINISH SCHEDULE

MATERIAL	DESCRIPTION/COLOR
PAINT	INTERIOR: ADVANTAGE 2.4" FIBER CEMENT PANELS EXTERIOR: ADVANTAGE 2.4" FIBER CEMENT PANELS COLOR: "TUFF PNC" 10192
BRICK	VENUE: "DUNKIN" 2" BRICK VENEER COLOR: "WALKERBOARD"
WOOD	SIENNA: CHAMPAGNE LASCING APPLY TO: SIDING COLOR: "TREE HOUSE" - LIMITED COLLECTION
CORNICHE	FIBER CEMENT TRIM BOARD - PRIME FOR PAINT COLOR: "TUFF PNC" 10192
METAL	FINISH: OIL RUBEN TYPE: 4" SQUARES COLOR: "DUNKIN" - PRIME FOR PAINT
AWNINGS	FIBER CEMENT AWNING - PRIME FOR PAINT COLOR: "DUNKIN" - LIMITED COLLECTION 145
STORAGE	ALUMINUM STORAGE SYSTEM - ANODIZED OR BLACK COLOR: DUNE BRONZE ANODIZED BRUSH



PRELIMINARY FLOOR PLAN
 SCALE: 1/8"=1'-0"
 NORTH

Highway 89 & Cummings Annexation

April 7, 2020



Site



- Located at 4409 North Highway 89
- Coconino County parcel zoned Commercial Heavy-10,000 sq. ft. minimum lot size. Site is .32 acres (13,939 sq. ft.) in size.
- Recently used as car audio sales/repair and truck rental.
- County Island: Surrounded by City Jurisdiction.

Location Map

4409 North Highway 89



Annexation Map

Highway 89 & Cummings



BACKGROUND



- Site consists of portions of 2 platted lots, one parcel.
- County Island.
- Water is currently provided by the City.
- Sewer service is needed.
- Site plan review for development approved 1/2020.
Conditioned on annexation.

Review

State Statute

- Similar zoning CH-10,000 to Highway Commercial (HC) 9,000 sq. ft. minimum lot size. Restaurant uses allowed.
- Meets contiguous requirement, adjacent on a minimum of 3 sides.
- The site meets the State statutes for annexation.





Regional Plan

- Annex or pre-annexation before services provided.
- Site located within the Urban Growth Boundary.
- Proposal not detrimental to neighborhood properties.

- Site meets the City policies regarding annexation.

Impact Analyses



Analyses were based on development site

- Traffic: Dedicated right-turn lane on Highway 89. Dedication of 942 sq. ft. of land across Hwy 89 frontage for ROW.
- Water and Sewer Analysis: Waived, adequate capacity in existing water and sewer public mains to support development and annexation site.
- Drainage Impact scoping determined post annexation development less impervious area than pre- development. Low Impact Design required for pervious areas.

Citizen Participation



- Neighborhood meeting held on January 6, 2020. Report attached.
- Public hearing with:
 - Planning and Zoning Commission; February 26, 2020
 - City Council; April 7, 2020
 - First Reading of Ordinance April 21 (if signed petition is returned)
 - Second Reading of Ordinance May 5

Recommendation



- Staff recommends the Commission forward the annexation proposal to the City Council with a recommendation of approval.
- Staff recommends that the approval be subject to the Site Plan approval for the Highway 89 & Cummings development of January 7, 2020 .

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jeanie Gallagher, Human Resources Director
Co-Submitter: Brandi Suda
Date: 05/01/2020
Meeting Date: 05/05/2020



TITLE:

~~**Consideration and Adoption of Ordinance No. 2020-09:** An ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code, Chapter 1-14, Personnel System, by amending the Employee Handbook of Regulations relating to General Definitions, Working Hours and Pay, Overtime Pay, Compensatory Time, and Vacation Leave; providing for penalties; repeal of conflicting ordinances; severability; and establishing an effective date~~

STAFF RECOMMENDED ACTION:

ITEM HAS BEEN PULLED INDEFINITELY

Executive Summary:

Management Services and Fire Division Leadership have agreed to implement a 12-day work period (versus the standard 14-day pay period) to better accommodate the scheduling and pay practices for Fire suppression staff. The desired results are to make it easier for Fire suppression staff to interpret their paycheck stubs and reduce onerous manual timekeeping for managing pay practices. Several policies in the Employee Handbook of Regulations need to be modified to reflect this change.

Financial Impact:

While, these policy changes should have minimum financial impacts, these changes help ensure employees are properly and accurately compensated for their work.

Policy Impact:

These policy recommendations will not impact any other City policies.

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

The policy recommendation may impact the attraction and retention of City personnel related to the Council Goal - Personnel.

Has There Been Previous Council Decision on This:

No

Attachments: Ord. 2020-09

ORDINANCE NO. 2020-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM BY AMENDING THE EMPLOYEE HANDBOOK OF REGULATIONS RELATING TO GENERAL DEFINITIONS, WORKING HOURS AND PAY, OVERTIME PAY, COMPENSATORY TIME AND VACATION LEAVE; PROVIDING FOR PENALTIES; REPEAL OF CONFLICTING ORDINANCES; SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has authority to approve this Addendum 24 of the Flagstaff Employee Handbook of Regulations pursuant to the Flagstaff City Charter, Article IV.

ENACTMENTS:

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

SECTION 1. In General

The Flagstaff City Code, Chapter 1-14 *Personnel System* is amended by adopting amendments (Addendum 24) to the Employee Handbook of Regulations ("Handbook") as follows:

The Employee Handbook of Regulations, Section 1-10-010.01 *General Definitions (Renumbered)*, Section 1-20-030 *Working Hours and Pay*, Section 1-20-040 *Overtime Pay*, section 1-20-041 *Compensatory Time*, ~~s~~Section 1-50-020 *Vacation Leave*, is hereby amended by as shown below (additions are underlined and in caps, deletions are stricken):

1-10-010.01 *General Definitions (Renumbered)* is hereby amended as shown below:

"Fire Suppression Employees" are Commissioned, Non-Exempt employees who engage in fire protection activities as defined by the Fair Labor Standards Act 29 U.S.C. § 203(y) and who work ~~over ninety-one (91) hours in~~ a twelve (12) day work period.

1-20-030 *Working Hours and Pay, Subsection A and Subsection E* is hereby amended as shown below:

- A. The average regular work week for full-time classified employees shall be forty (40) hours. The work week for all employees begins on Sunday morning at 12:01 a.m. and ends the following Saturday at midnight. The average regular work ~~week~~ SCHEDULE for fire suppression employees shall ~~be fifty-six (56) hours per week~~ CONSIST OF A TWELVE (12) DAY WORK PERIOD WHICH BEGINS AND ENDS AT 8:00 A.M. DAILY AND IS NINETY-SIX (96) HOURS PER WORK PERIOD.
- E. Regular salaries and compensation for all City employees shall be paid on a bi-weekly

basis. FIRE SUPPRESSION EMPLOYEES WILL BE PAID AN AVERAGE OF EVERY TWELVE (12) DAYS.

1-20-040 Overtime Pay, Subsection A and Subsection A.5. is hereby amended as shown below:

- A. A full-time classified employee who performs authorized work in excess of their regular work week, work day, WORK PERIOD, or shift, shall be compensated for such overtime at the rate of one-and-one-half (1 ½) times their regular rate of pay.
- 5. Fire suppression employees working in excess of ~~fifty-six (56)~~ NINETY-ONE (91) hours ~~per week~~ IN A WORK PERIOD shall be compensated pursuant to Section 1-20-040(~~A~~), except when they are engaged in emergency operations at the end of a shift or while engaged in emergency operations on call back, in which case overtime compensation for emergency scene responses only will be paid at an hourly rate calculated on a forty(40) hour work week. Emergency operations are those circumstances that create a medical, fire, or hazardous material incidents.

1-20-041 Compensatory Time, Subsection B.3. and B.4. is hereby amended as shown below:

- B. Compensatory time will not be earned during a ~~a~~-work week when an employee is using paid time off such as sick, vacation, personal, holiday or compensatory time. Compensatory time may only be earned when
 - 3. Any fire suppression commissioned employee works over ~~one hundred eighty-two (182)~~ NINETY-SIX (96) hours in the ~~twenty-four (24)~~ TWELVE (12) day work period per Section 7(k) of the FLSA.
 - 4. Any wild land fire non-commissioned employee works over ~~one hundred and six (106)~~ FORTY (40) hours in the ~~fourteen (14)~~ -SEVEN (7) day work period per Section 7(k) of the FLSA.

1-50-20 Vacation Leave, Subsection A.4. is hereby amended as shown below:

A. Eligibility

- 4. Fire Suppression Employees will accrue vacation leave as set forth in Table B:

Fire Suppression Commissioned Non-Exempt Employees Years of Service	Fire Suppression Commissioned Exempt Employees Years of Service	Days Accrued Per Year of Service	Percent Accrued Per Pay Period	Hours Accrued Per Pay Period	Vacation Hours Maximum
1-4		11	4.24%	4.75 <u>07</u>	185
5-9		13	5.01%	5.61 <u>4.81</u>	219
10-14	1-4	16	6.16%	6.90 <u>5.91</u>	269
15-19	5-9	18	6.92%	7.75 <u>6.64</u>	302
20-24	10-14	21	8.08%	9.05 <u>7.76</u>	353

25-29	15-19	23	8.85%	9.91 <u>8.50</u>	386
30+	20-24	26	10.00%	11.20 <u>9.60</u>	437
	25-29	28	10.77%	12.06 <u>10.34</u>	470
	30+	31	11.92%	13.35 <u>11.44</u>	521

SECTION 2. Penalties

Any person found in violation of any provision of the Handbook may be subject to discipline, as set forth in such Handbook and Flagstaff City Code Section 1-14-001-0001, *Personnel System Adopted*.

Section 3. Repeal of Conflicting Ordinances.

All ordinances, parts of ordinances, and any sections of the Handbook in conflict with the provisions of this ordinance 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 be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of May, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jeanie Gallagher, Human Resources Director
Co-Submitter: Brandi Suda
Date: 05/01/2020
Meeting Date: 05/05/2020



TITLE:

Consideration and Adoption of Ordinance No. 2020-08: An ordinance amending the Employee Handbook of Regulations, Chapter 1-50 *Leave, Military Training Leave 1-50-061*

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2020-08 by title only for the final time
- 2) City Clerk reads Ordinance No. 2020-08 by title only (if approved above)
- 3) Adopt Ordinance No. 2020-08

Executive Summary:

The Employee Handbook of Regulations is revised to comply with Arizona Revised Statute 38-610 regarding Military Training Leave.

Military Training Leave

For the purposes of determining leave eligibility and utilization a “day” must be defined as a shift of work. Paid Military Training Leave will no longer be pro-rated for Part Time employees.

Leave may be requested for partial shifts of work by Quarter Shift, a partial shift equaling less than a quarter of the employee’s scheduled shift will not be counted towards their 30 eligible shifts per 2 consecutive years.

Added language requiring the submission of written orders (or other valid communication) as documentation of the request for leave.

Financial Impact:

Fire personnel are assigned to 48-hour shifts. Under the revised statute this 48 hours will constitute one (1) shift instead of two (2) days under the former statute. Depending on the employee’s work schedule for the period of their Military Training Leave(s) over each 2-year period this could dramatically increase their hours of eligibility for paid Military Training Leave.

Policy Impact:

These policy recommendations will not impact any other City policies.

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

The policy recommendation may impact the attraction and retention of City personnel related to the Council Goal - Personnel.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

The City Council may choose to approve the recommended changes or to amend this ordinance prior to the ordinance's adoption.

Attachments: Ord. 2020-08

ORDINANCE NO. 2020-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM BY AMENDING THE EMPLOYEE HANDBOOK OF REGULATIONS RELATING TO MILITARY TRAINING LEAVE; PROVIDING FOR PENALTIES; REPEAL OF CONFLICTING ORDINANCES; SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has authority to approve this Addendum 25 of the Employee Handbook of Regulations pursuant to the Flagstaff City Charter, Article IV.

ENACTMENTS:

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

SECTION 1. In General

The Flagstaff City Code, Chapter 1-14 Personnel System is amended by adopting amendments (Addendum 25) to the Employee Handbook of Regulations ("Handbook") as follows:

The Employee Handbook of Regulations, Section 1-50-061, Military Training Leave, is hereby amended by as shown below (additions are underlined and in caps, deletions are stricken):

1-50-061. MILITARY TRAINING LEAVE

Employees shall be granted a paid military **TRAINING** leave for training duty or to attend camps, maneuvers, formations, or drills under orders with any branch or reserve of the armed forces of the United States.

A. DEFINITIONS

1. "Year" means the fiscal year of the United States government (i.e., October 1st through September 30th).
2. "Paid Military **TRAINING** Leave" is paid leave entitling the employee to receive his or her regular rate of compensation WITHOUT A LOSS OF TIME, PAY, OR EFFICIENCY RATING.
3. "DAY" MEANS SHIFT OF WORK.
4. "SHIFT(S) OF WORK" IS THE SCHEDULED SHIFT OF THE EMPLOYEE ON THE DATE OR DATES THE EMPLOYEE IS ORDERED TO TRAINING DUTY OR TO ATTEND CAMPS, MANEUVERS, FORMATIONS, OR DRILLS.

B. ELIGIBILITY

1. All Non-Exempt and Exempt employees are eligible for PAID ~~m~~Military ~~t~~TRAINING ~~l~~Leave.
2. Some temporary employees may be eligible for such PAID MILITARY TRAINING ~~l~~Leave if the military service falls within a previously designated period of employment.
3. Employees shall be granted a Paid Military TRAINING Leave ~~for training~~ for a period not to exceed thirty (30) ~~working days~~ SHIFTS OF WORK in any two (2) consecutive years in accordance with the provisions of ARIZONA REVISED STATUTE Section 38-610.
4. ~~Paid Military Leave will be pro-rated for Part-Time Benefit Eligible Employees by dividing the number of hours worked per week by five (5) and rounding to the next whole number.~~
4. EMPLOYEES MAY REQUEST PAID MILITARY TRAINING LEAVE FOR A PARTIAL SHIFT OF WORK.
 - A. LEAVE REQUESTS FOR A PARTIAL SHIFT OF WORK WILL BE TRACKED BY QUARTER SHIFTS. FOR EXAMPLE, IF AN EMPLOYEE IS SCHEDULED TO WORK AN EIGHT-HOUR SHIFT, BUT HE OR SHE NEEDS TO BE RELIEVED EARLY TO ATTEND MILITARY TRAINING AND REQUESTS FOUR HOURS OF PAID MILITARY TRAINING LEAVE, HE OR SHE WILL BE CHARGED ONE-HALF OF A SHIFT OF WORK.
 - B. A LEAVE REQUEST FOR A PARTIAL SHIFT OF WORK WILL ALWAYS BE ROUNDED TO THE NEAREST QUARTER SHIFT.
 - C. A PARTIAL SHIFT OF WORK EQUALLING LESS THAN A QUARTER OF THE EMPLOYEE'S SCHEDULED SHIFT OF WORK WILL NOT BE COUNTED TOWARDS THE THIRTY (30) SHIFTS OF WORK THE EMPLOYEE IS ELIGIBLE FOR IN THE TWO (2) CONSECUTIVE YEARS.
5. ~~Employees may use Paid Military Leave in fifteen (15) minute increments.~~

C. PROCEDURES

1. All employees eligible for ~~p~~PAID ~~m~~Military TRAINING ~~l~~Leave shall give their supervisors an opportunity, within the limits of military regulations, to determine when such leave shall be taken.
2. ~~An employee shall submit a Leave of Absence Form to the immediate supervisor to record the employee's military training leave through the City's payroll procedures.~~
2. AN EMPLOYEE SHALL SUBMIT ~~v~~valid evidence of orders OR WRITTEN COMMUNICATION FROM THE COMMANDING OFFICER FOR THE MILITARY TRAINING DUTY OR TO ATTEND CAMPS, MANEUVERS, FORMATIONS, OR

~~DRILLS must be submitted~~ to the employee's supervisor AND HUMAN RESOURCES along with a ~~Leave~~ of ~~a~~ ABSENCE REQUEST FORM.

- 3. The supervisor shall submit a Personnel Action Form for the beginning and ending of the ~~PAID Military Training Leave~~.
- 4. THE EMPLOYEE SHALL USE THE DESIGNATED HOURS TYPE CODES WHEN SUBMITTING PAID MILITARY TRAINING LEAVE HOURS ON THEIR TIMESHEET.

SECTION 2. Penalties

Any person found in violation of any provision of the Handbook may be subject to discipline, as set forth in such Handbook and Flagstaff City Code Section 1-14-001-0001, *Personnel System Adopted*.

Section 3. Repeal of Conflicting Ordinances.

All ordinances, parts of ordinances, and any sections of the Handbook in conflict with the provisions of this ordinance 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 be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of May, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: John Saltonstall, Business Retention & Expansion Manager
Date: 05/01/2020
Meeting Date: 05/05/2020



TITLE:

Consideration and Adoption of Resolution No. 2020-07: A resolution of the Flagstaff City Council adopting a Flagstaff Adaptive Reuse Program to support small businesses during the site plan review process and to encourage adaptive reuse of vacant commercial or office spaces.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-07 by title only
- 2) City Clerk reads Resolution No. 2020-07 by title only (if approved above)
- 3) Adopt Resolution No. 2020-07

Executive Summary:

An adaptive reuse program is intended to assist small businesses with the initial costs of moving into a new space. Often these initial costs are a significant barrier to the reuse of vacant space in the community and to the potential expansion of a small business. Staff looked at existing successful programs in other communities and worked with Community Development and other stakeholders to develop a policy intended to serve our unique community.

The proposed Adaptive Reuse Program, funded with BBB Economic Development funds for \$25,000, has been developed to set small businesses up for success and to activate vacant space. The program requires a business owner to have a current business plan, to employ a design professional, to locate in an existing vacant space under 5,000 square feet, and to attend a free pre-application meeting offered by Community Development at the City of Flagstaff. Applications that meet the criteria may be awarded \$5,000 towards eligible expenses associated with the permitting process and redevelopment of the space. Funds are intended to be transferred internally to the City of Flagstaff cashier so that the business owner may draw upon those funds to pay for associated development review fees.

Financial Impact:

\$25,000 has been budgeted for the Adaptive Reuse Program in 052-07-213-0830-4-4290. The budget approval of this project occurred during a far more stable business environment than is being experienced during this time of the global pandemic of the novel Coronavirus. The program is now intended to assist in small business development, potential job creation, and support the recovery of our local economy by setting up local businesses for success.

Policy Impact:

This Adaptive Reuse Policy works toward a community and Council goal to activate vacant spaces and to support local businesses. It supports the Regional Plan goal of infill and the Council goals to grow and strengthen a more equitable and resilient economy and to improve the small business experience when going through the City process. This policy is the result of Business Retention and Expansion having direct engagement with internal stakeholders such as Building Inspection, Engineering, Development Services, the Office of the City Attorney, and Management Services for the development of this policy that meets unique needs of Flagstaff. The offices mentioned are prepared to implement the Adaptive Reuse Policy upon Council approval.

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

Council Goal: IMPROVE THE SMALL BUSINESS EXPERIENCE WHEN GOING THROUGH THE CITY PROCESS

Regional Plan Goal ED.1. Create a healthy environment for business by ensuring transparent, expeditious, and predictable government processes.

Policy ED.1.2. Steadily improve access to easily understandable public information.

Policy ED.1.3. Use economic best practices to promote quality and fiscally sound projects.

Regional Plan Goal ED.3. Regional economic development partners support the start-up, retention, and expansion of existing business enterprises.

Policy ED.3.1. Encourage regional economic development partners to continue proactive programs to foster the retention and expansion of existing enterprises and home based businesses in the community.

Policy ED.3.4. Take advantage of federal, state, and local incentives available for business retention and expansion efforts.

Has There Been Previous Council Decision on This:

Council approved to budget \$25,000 for staff to develop an Adaptive Reuse Policy during the 2017-2018 budget cycle.

Options and Alternatives:

Option 1: Approve the resolution and the related policy as it is written.

Option 2: Approve the resolution with amendments.

Option 3: Reject the resolution and the related policy as written and provide guidance.

Background/History:

In an effort to assist small business development and prepare policies for more difficult economic environments the Community Investment Director presented the conceptual framework of an adaptive reuse policy in the 2017/18 budget discussion. The Flagstaff City Council was supportive of the development of such a policy and approved funding for the program with \$25,000 one-time BBB funding.

Staff researched examples of other adaptive reuse policies to determine a framework to best support business within the City of Flagstaff. For example, the City of Phoenix Policy is quite complex with three tiers of eligibility for projects in structures ranging from under 5,000 square feet to 100,000 square feet, and funded with \$100,000. Staff explored adaptive reuse policies implemented by other municipalities and realized that in general terms, adaptive reuse may mean any adaptation of a previous use or structure, and in terms of policy development that such a policy should be designed to address specific unique needs of the community.

Staff was also aware of some small businesses struggling to open their business in Flagstaff and used discussions with these specific business owners to inform Flagstaff's adaptive reuse draft policy. Not only is the funding intended to assist in the initial costs that can be prohibitive for a new business, but the policy guides the business owner to the free pre-application meeting and other resources. This is an important step that allows a business owner to meet with development staff to learn how to make their

concept of development a reality. Additionally, it encourages the use of a design professional. A design professional can help an independent business owner to best plan to convert an existing space into a new concept to meet the business's needs, but that cost is often prohibitive. However, use of the design professional can make the experience better and faster both for the business owner and for the staff. The hope is that the funding and the use of these other tools will help the applicant and Community Development staff have the easiest process possible which leads to savings for both entities.

Key Considerations:

One specific element that has been a discussion point is the possible use of a claw-back provision, or the retaining of funds until after the process is successfully completed. In this policy there is no claw-back provision and funding is accessed at the time of need. After review and discussion with other cities and community members, the decision was made to generate the draft without those criteria. Running a business takes enormous risk, capital, and perseverance. Independent businesses, start-ups, and small businesses contribute to greater economic resilience for a given economy and community. After meeting certain criteria to be eligible to use the Adaptive Reuse funding of \$5,000, an eligible business will be able to draw down the funding as needed so that the business owner may use more of their start-up capital to launch their business successfully.

Success of this and other Adaptive Reuse programs is determined by the program supporting businesses in their efforts to use vacant space. Starting a business also takes enormous risk. The term seed money refers to money that is given to a business idea so that it may try to grow into a sustainable business. Seed money implies a small amount of money that is given in the hope of growth and with the understanding that businesses fail, seeds may grow and die or grow and thrive.

Added benefits of the program include greater understanding of the business community as well as staff identification of structures or areas of our community that struggle to grow capacity or resilience and why. Such structures or areas of our community may need new investment or infrastructure to become more viable. Over time, as more individuals use the Adaptive Reuse program, staff has the opportunity to learn of structures that have failed to grow a business.

Expanded Financial Considerations:

The funding for the Adaptive Reuse program is one-time BBB-Economic Development funding. Once the funding has been used to support five separate businesses, staff will report to Council the level of success of the program. If the program is successful, staff may bring those stories back to Council as part of future budget discussions.

Community Benefits and Considerations:

The community has brought the topic of adaptive reuse to many different city offices during outreach activities over time. Historic Preservation, Advanced Planning, Development Services, Economic Development, and Sustainability are a few of the offices that have heard directly from the community during plan development and general outreach efforts that there is great interest in preserving the character of the community while helping that character serve as home to business and job opportunity. The Adaptive Reuse policy sets small businesses up for success in places that preserve community and neighborhood character.

Community Involvement:

Community Investment staff has engaged the community at large throughout the development of this program. Many comments and suggestions have been incorporated into the policy.

Adaptive Reuse Policy

Adaptive Reuse

RESOLUTION NO. 2020-07

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ADOPTING A FLAGSTAFF ADAPTIVE REUSE PROGRAM TO SUPPORT SMALL BUSINESSES DURING THE SITE PLAN REVIEW PROCESS AND TO ENCOURAGE ADAPTIVE REUSE OF VACANT COMMERCIAL OR OFFICE SPACES; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff has authority pursuant to Arizona Revised Statutes ("A.R.S.") § 9-500.11 to spend money on economic development activities;

WHEREAS, the Council has appropriated \$25,000 for the Flagstaff Adaptive Reuse Program; and

WHEREAS, the funding is derived from local transaction privilege tax revenues generated by the hospitality industry (also known as the "BBB tax") and dedicated for economic development activities;

ENACTMENTS:

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

SECTION 1. In General

The City Council hereby adopts the Flagstaff Adaptive Reuse Program, a copy of which is attached hereto as Exhibit A.

The Economic Vitality Division Director or the Director's designee is delegated authority to undertake all such actions necessary to implement the program, provide information about the program to the public, and to provide a report on and any recommendations related to the program prior to April 1, 2021.

SECTION 2. Effective Date.

This resolution shall be immediately effective.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of May, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Attachment:

Exhibit A – Adaptive Reuse Policy

Adaptive Reuse

1. Process and Eligibility Requirements
2. Adaptive Reuse Application
3. Purpose for and Need of an Adaptive Reuse Policy
4. Adaptive Reuse Concept and Related Narrative
5. Relevant Regional Plan Policies and Goals
6. Outreach Plan

1. Process and Eligibility Requirements

CITY OF FLAGSTAFF ADAPTIVE REUSE PROCESS AND ELIGIBILITY REQUIREMENTS

I. PROCESS

1. Complete the Adaptive Reuse application.
2. Submit the application, Business Plan, and comments from the Community Development Pre-Application Meeting to the Economic Vitality Division for review.
3. Applicant will be notified within 15 days on the status of applicant's eligibility.
4. When an application is approved staff will transfer \$5000 to the City of Flagstaff (CoF) Cashier for the project. The applicant will draw upon those funds for eligible plan review and permit fees until the \$5000 is spent, the project is complete, or the project is cancelled. The funding is provided by CoF Bed, Board and Beverage (BBB) revenues allocated to Economic Development.
5. Staff will return the Business Plan to applicant upon completing review of the application.
6. Staff will track projects to the feasibility and effectiveness of the program and to track challenging properties, spaces, or processes.

II. ELIGIBILITY CRITERIA INCLUDES THE FOLLOWING:

- Location of the project must be within the City of Flagstaff.
- The business must provide a current Business Plan, that includes common components such as a summary, business overview, operation overview, market analysis, products and services, sales and marketing, management team, competitive analysis, financial plans, and projections.
- The project must occur in a leasable, or owner-occupied, space under 5,000 square feet.
- The project manager should contract with an architect, engineer, draftsman or equivalent design professional.
- The applicant must schedule and attend the free Community Development Pre-Application Meeting, and provide the City staff comments from that meeting to the Economic Vitality Division.

Note: Awarded projects may be included in marketing materials for the City of Flagstaff Economic Development program.

III. FUNDING LIMITATIONS:

- If CoF funding has been fully used, the CoF will not be able offer fee incentives until funding has been restored.
- In the event of competing applications and limited funding, CoF reserves the right to determine which applications demonstrate the greatest alignment with the Regional Plan Goals and Policies, and to fund those projects first.

Note: Project must comply with all existing codes in effect within the City of Flagstaff.

2. Adaptive Reuse Application

DRAFT APPLICATION

The Adaptive Reuse Program provides assistance to small businesses renovating existing buildings for new uses. Complete this application to determine eligibility and submit it to the Development Services, Flagstaff City Hall, 211 West Aspen Avenue, Flagstaff, Arizona 86001. For more information regarding Adaptive Reuse incentives please contact 928-213-2966.

Up to \$5,000 in fee incentives may be used to offset the cost of plan review and permit fees for eligible Adaptive Reuse projects. **This application must be submitted to staff and approved prior to each plan submittal or permit issuance to determine eligibility and availability of funds.** Funds are provided by voter approved BBB funds from the dedicated allocation to Economic Development.

Property Data

Submittal Type: _____
(i.e. civil, construction plans, building permit, etc.)

Owner Name: _____ Owner Permission for project: (attach) _____

Address: _____

Building Square Feet: _____ Year Built: _____

Previous Use: _____ Proposed Use: _____

Year of Business Plan Development/Update: _____

Date of Community Development Pre-Application Meeting: _____

Contact Information

Applicant Name: _____ Signature: _____

Telephone: _____ Email: _____

City Business License No.: _____ Transaction Privilege Tax License No.: _____

City of Flagstaff Development Services
Adaptive Reuse Application – Page 2 of 2

-----Staff Use Only-----

Project within City Limits:

Business Plan:

Community Development Pre-Application
Comments:

Space less than 5,000 sq. ft. -

Adaptive Reuse Incentive: Approved

Denied

Submittal Date:

Staff: _____

Date:

Remaining Fee Incentives:

Incentives may be applied to any City of Flagstaff fee.

Comments:

3. Purpose for and Need of an Adaptive Reuse Policy

Purpose of and Need for an Adaptive Reuse Program:

- 1. Support Small Businesses Growth:* Economic Development to grow and strengthen a more equitable and resilient economy is a top priority for the 2019-2020 City Council. The Adaptive Reuse Pilot Program supports a more equitable and resilient economy, by assisting with fees, and encouraging the use of a professional, ensures a workable concept and readiness for a Conceptual Site Plan Review. This critical first step will indicate to the small business owner or entrepreneur if his or her idea fits within the regulatory framework of the property. Site Plan Review and Change of Use Permit fees can add an additional three to five thousand dollars to a project; the cumulative costs can be prohibitive for a start-up business. These up-front expenses may discourage small businesses from taking root and growing in our community. From an economic development perspective, the ability of small businesses and entrepreneurs to overcome barriers and move into vacant spaces generates jobs, prosperity, tax revenue, and creates a more vibrant economy.
- 2. Promote Infill:* Climate Action is another top priority for the 2019-2020 City Council. Infill is understood to be the process of developing vacant or under- utilized parcels within developed areas. Infill helps reduce urban sprawl, including heat island effects and greenhouse gas emissions associated with sprawl. Infill also has the potential to support and maintain the unique character of neighborhoods throughout the community. The Flagstaff Regional Plan 2030 land use policy LU1.3 also encourages the promotion and facilitation of infill within the region. This Council goal, City historic preservation policies, and sustainability objectives also support this Adaptive Reuse Pilot Program which seeks to convert vacant spaces into higher or better uses.
- 3. Use Vacant Commercial and Office Spaces:* Vacant spaces over time may negatively affect property values and community safety, as empty properties often attract vandalism and there is an associated higher incidence of criminal activities in areas when properties are neglected. Additionally, the City's Regional Plan encourages infill for a variety of benefits. Independent businesses frequently enter or grow in the market by renting existing spaces, but the costs to convert an existing space, or to bring it up to current building code, can be prohibitive. This Adaptive Reuse Pilot Program seeks to positively impact these issues and support smaller businesses in moving into vacant and underutilized commercial property.
- 4. Connect Business Owners with Design Professionals:* As new startups or existing businesses grow and need more space, or graduate from the Northern Arizona Center for Emerging Technologies ("NACET") or similar business incubation or acceleration services sites, the businesses often look for existing vacant spaces to meet their business needs. In that process, businesses will often encounter many new requirements or unfamiliar processes both of which increase their costs. If a licensed and registered design professional works on behalf of the business owner to validate the business owner's concept early in the process, this will improve the likelihood of success. This program communicates to all potential applicants that connecting with a design professional early in the development process may help the project successfully proceed from concept to certificate of occupancy.

4. Adaptive Reuse Concept and Related Narrative

ADAPTIVE REUSE CONCEPT AND NARRATIVE

Adaptive Reuse programs have been established by many municipalities to encourage small business development in their communities. The City of Flagstaff has researched other cities' programs in order to establish its own program unique to Flagstaff. Below is some of the information gleaned from that research.

Adaptive Reuse in Chandler, Tempe, and Phoenix

The City of Chandler, the City of Tempe, and the City of Phoenix are three Arizona communities that have developed Adaptive Reuse programs that meet their unique community needs.

The City of Chandler Adaptive Reuse Program is geared towards providing relief from standard development requirements. The program provides relief from parking, restrooms, and other similar requirements. This Adaptive Reuse program coexists with another municipal goal which is infill via the Infill Incentive Policy. The City of Chandler reimburses eligible projects up to 50% of demolition fees. The two programs highlight that while Chandler is comfortable providing relief from development requirements, the funding goes to help projects that are in an infill district.

The City of Tempe Adaptive Reuse Program also is geared towards providing relief from standard development requirements. The program provides relief from mechanical screening or parking or other similar requirements.

The City of Phoenix Adaptive Reuse Program will provide up to \$7,000 in relief from plan review and permit fees per eligible project. A single point of contact expert in the Adaptive Reuse policies works with an applicant prior to any submittals to learn about the project and to determine its eligibility. If the project appears to be eligible, the project owner submits a completed application. Once the application is approved, \$7,000 is transferred to the Payments and Submittals Counter. The applicant may take any related review or permit fees to the Payments and Submittals Counter until the allotted \$7,000 is used. In this way, the applicant may make use of the funding portion of the program at the time of need versus being reimbursed.

The City of Phoenix program also offers relief from landscaping requirements, allowing the current landscaping to remain in place as a nonconforming use.

The City of Phoenix program does not require refund of fees in the event the project is never completed or is unsuccessful. The Business Advocacy Office believes that to be successful in helping small business and in activating vacant spaces, the City needs to provide relief when it is needed, and that requiring payback if the project fails would be at cross purposes of the program. The City of Phoenix Adaptive Reuse Program has served as a model for similar initiatives in other cities including Los Angeles and Dallas.

Adaptive Reuse in Flagstaff

As proposed, the City of Flagstaff Adaptive Reuse Program will be funded at \$25,000 annually by BBB revenues from the dedicated allocation to Economic Development and will start as a single incentive program. The goal is to provide up to \$5,000 in funding per project, to make it easier for a small business to move into an existing vacant space and to successfully run its business. The goal and intention will be achieved by a few key requirements.

First, the potential applicant will be required to schedule and attend a free Community Development Pre-application Meeting. This meeting will help the potential applicant to understand regulatory issues that may require time and money to address.

Second, the potential applicant will be encouraged to enlist the services of a design professional. A design professional will be knowledgeable about building and development codes and will be able to guide the potential applicant to appropriate design solutions quickly.

Third, the potential applicant will be required to present a current business plan. Having a current business plan ensures that the potential applicant has invested time and effort into examining their path to business success.

Over the years City staff has observed that business owners who try to start a business and serve as his or her own general contractor and designer often spend too much time and money learning how to meet the development requirements and make costly mistakes along the way. This program will require small business owners to participate in the Community Development pre-application process, encourage the use of a design professional, and require the development of a current business plan, as all of these steps will help promote business success.

One of the anticipated benefits of this Adaptive Reuse Program is that staff will be able to track the projects and spaces that have utilized the program to gain insights into the challenges of using spaces that appear problematic. Such information is critical to understanding elements that hurt or help our small businesses. The City of Flagstaff staff will assess the Adaptive Reuse program over time to understand the ways it has been effective or not, and to adapt as needed in the future.

5. Relevant Regional Plan Policies and Goals

Relevant Regional Plan Goals and Policies

Adaptive Reuse

Policy CC.2.9. Strengthen the City's historic preservation and adaptive reuse programs by increasing funding for further inventories, grants to property owners, and education campaigns, especially, where the underlying Zoning for the historic resource put it at risk.

Policy CC.2.10. Educate the community and developers on the benefits of adaptive reuse and create policies to incentivize the reuse of historic buildings to maintain their integrity

Policy CC.2.11. Assist businesses and residents, who are caretakers of historic resources, maximize the economic value of their property without damaging the integrity of the historic resource.

Support Small Businesses Growth

Goal ED.3. Regional economic development partners support the start-up, retention, and expansion of existing business enterprises.

Policy ED.3.1. Encourage regional economic development partners to continue proactive programs to foster the retention and expansion of existing enterprises and home-based businesses in the community.

Policy ED.3.3. Support plans, programs, and capital expenditures to stimulate the investment of private capital in existing commercial areas for all industry sectors.

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.3.6. Foster entrepreneurialism and start-up businesses with incubator and accelerator programs in sectors that demonstrate considerable growth potential.

Policy ED.4.4. Identify and support community resources that assist new businesses, such as workforce development, marketing, building processes, venture capital, financing, and management.

Promote Infill

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

Policy LU.1.7. Consider creative policy and planning tools (such as transfer of develop rights or transfer of development obligations) to incentivize redevelopment and infill.

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.

Goal ED.9. Promote redevelopment and infill as a well-established means to accomplish a variety of community economic, planning, and environmental goals.

Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.

Policy ED.1.7. Establish policy and tools to consider the impacts of redevelopment on local residents.

Vacant commercial and office spaces

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 residents.

Policy LU.10.5. Consider vacant and underutilized parcels within the City's existing urban neighborhoods as excellent locations for contextual redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons.

Connect Business Owners with Design Professionals

Goal ED.1. Create a healthy environment for business by ensuring transparent, expeditious, and predictable government processes.

S:\Legal\Civil Matters\2019\2019-229 EV – Adaptive Reuse Pilot Program\Adaptive Reuse Full Policy 12-17-19 aw.docx

6. Outreach Plan

The outreach strategy for the Adaptive Reuse Program will employ various methods to communicate the opportunity of the Adaptive Reuse Program.

GOAL: Create awareness of the program in target audiences who are likely to use the Adaptive Reuse program.

TARGET AUDIENCE: Independent businesses, start-ups and entrepreneurs locating into an existing vacant space in Flagstaff.

Marketing:

Purchase space in local and regional publications describing the program;

Engage local and regional broadcasting to discuss the opportunity;

Pitch earned media stories to regional media.

Materials:

Develop and distribute collateral materials to Community Development and Development Services for distribution.

In-person:

Speaking engagements to business advocacy groups, professional organizations, and entrepreneurs.

Digital Platform:

Add program to City of Flagstaff website page regarding incentives;

Add webpage to chooseflagstaff.com website describing the program in full detail.

Hard Copy:

Develop new business license packet from Economic Development with all programs;

Purchase water bill envelopes directing people to ChooseFlagstaff.com/AdaptiveReuse.

Adaptive Reuse

John Saltonstall, BR&E Manager

5/5/2020





Why We are here

➤ City Council Approved

- Intention: we support small businesses and encourage reuse of existing space or fill vacancies.
- Answer: Adaptive Reuse provides up to \$5,000 to pay for development and change of use costs.



Eligibility Requirements

To qualify:

- Attend a free pre-application meeting;
- Propose a project within an existing 5,000 square foot vacant space;
- Have a current business plan;
- Work with a design professional.



How Does This Help Small Business?

➤ **Set up for Success and help with the initial costs of development**

- A current business plan;
- Work with a design professional;
- Cover fees at the time of need;
- Acknowledges the risk and difficulties of starting and running a business.



Expectation Management

What Does Success Look Like?

- The program is used, and businesses grow into empty spaces in the community;

- Staff identifies difficult to develop areas or buildings.



Expectation Management

What if a business fails to open or stay open?

- The intention is to support businesses in their efforts to grow, but there is no recapture penalty for failure.

- We learn and we look to the future.



Adaptive Reuse



**Discussion
And
Questions Please**



Adaptive Reuse



THANK YOU!!!

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Martin Ince, Multi-Modal Planner
Co-Submitter: Stacey Brechler-Knaggs
Date: 05/01/2020
Meeting Date: 05/05/2020



TITLE:

Consideration and Adoption of Resolution No. 2020-21: A resolution of the Flagstaff City Council stating its support for the Flagstaff Trails Initiative Regional Trails Strategy

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-21 by title only
- 2) City Clerk reads Resolution No. 2020-21 by title only (if approved above)
- 3) Adopt Resolution No. 2020-21

Executive Summary:

Council is asked to consider approval of a resolution in support of the Flagstaff Trails Initiative (FTI) Regional Trails Strategy. The request is a follow-up to the Council meeting of December 3, 2019, at which City staff and other representatives of FTI presented a draft of the Regional Trails Strategy to the City Council.

The strategy document is the culmination of a two-year process to develop a comprehensive plan for recreational trails in the Flagstaff region. The process involved significant collaboration among partners and stakeholders, as well as extensive community engagement.

FTI is a cross-jurisdictional effort to improve the quality, connectivity, and sustainability of trails, and balance the demand for recreation with the community's vision for conservation, development, and health. FTI's core team represents a broad cross-section of trail managing agencies, trail user groups, and conservation advocates.

Since the December Council meeting, the draft Regional Trails Strategy has been sent out for public comment and discussed at a public open house. More than 500 comments were submitted from 80 individuals. The draft Strategy was subsequently revised and is before the Council as a final version.

Financial Impact:

City staff provided time during the two-year planning process, and it is anticipated that additional staff time will be necessary as FTI continues and the plan is implemented. In addition, a one-time expenditure of \$5000 represents the City's share of funding for the first year of a part-time FTI coordinator.

Policy Impact:

The resolution demonstrates the City's support for a continuing, collaborative, multi-agency effort to enhance the region's trail network, as well as the 10 goals and 30-plus strategies listed in the Regional Trails Strategy document, including:

- Protection and construction of key trail connections and trailheads
- Creation of a Flagstaff Trail Fund and new 501c3 organization
- A shared interagency financial agreement to allow for the sharing of resources
- Restoration of unauthorized trails
- Trail etiquette and "share the trails" campaign

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

Council Goals:

ENVIRONMENTAL & NATURAL RESOURCES: Actively manage and protect all environmental and natural resources.

TRANSPORTATION & PUBLIC INFRASTRUCTURE: Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Regional Plan:

Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.

Policy Rec.1.2. Promote public and private partnerships to offer parks, recreation facilities, and resources.

Policy Rec.1.3. Coordinate City, County, and Forest Service recreational planning to best serve the community.

Policy Rec.1.4. Design new or updated public facilities to include parks, open space, and/or recreational opportunities where feasible.

Policy Rec.1.5. Incorporate sustainable building and maintenance technologies and universal design into parks and recreation facilities.

Goal OS.1. The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and

habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.

Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.

Goal ED.7. Continue to promote and enhance Flagstaff's unique sense of place as an economic driver.

Has There Been Previous Council Decision on This:

February 26, 2018: Council was briefed at the beginning of the planning process

December 3, 2019: staff and other FTI representatives presented the draft Regional Trails Strategy to Council

Attachments: [Council presentation](#)
 [Res. 2020-21](#)
 [Flagstaff Regional Trails Strategy](#)

Flagstaff Trails Initiative

City Council – 5 May 2020



Summary

- Seeking City Council approval of Resolution 2020-XX in support of the Flagstaff Trails Initiative **Regional Trails Strategy**



Photos courtesy of WH Waters





FTI chronology

- Aug 2017 FTI process commences
- Mar 2018 – Oct 2019 Community engagement
- Mar – Oct 2019 Citizen planning teams work
- Nov 2019 Draft Regional Trails Strategy released
- Dec 2019 Presentations to Council, Cnty Board
- Dec 2019 – Jan 2020 Public review of draft Strategy
- Apr 2020 Revised draft Strategy
- May 2020 Presentation to Council
Resolution in support

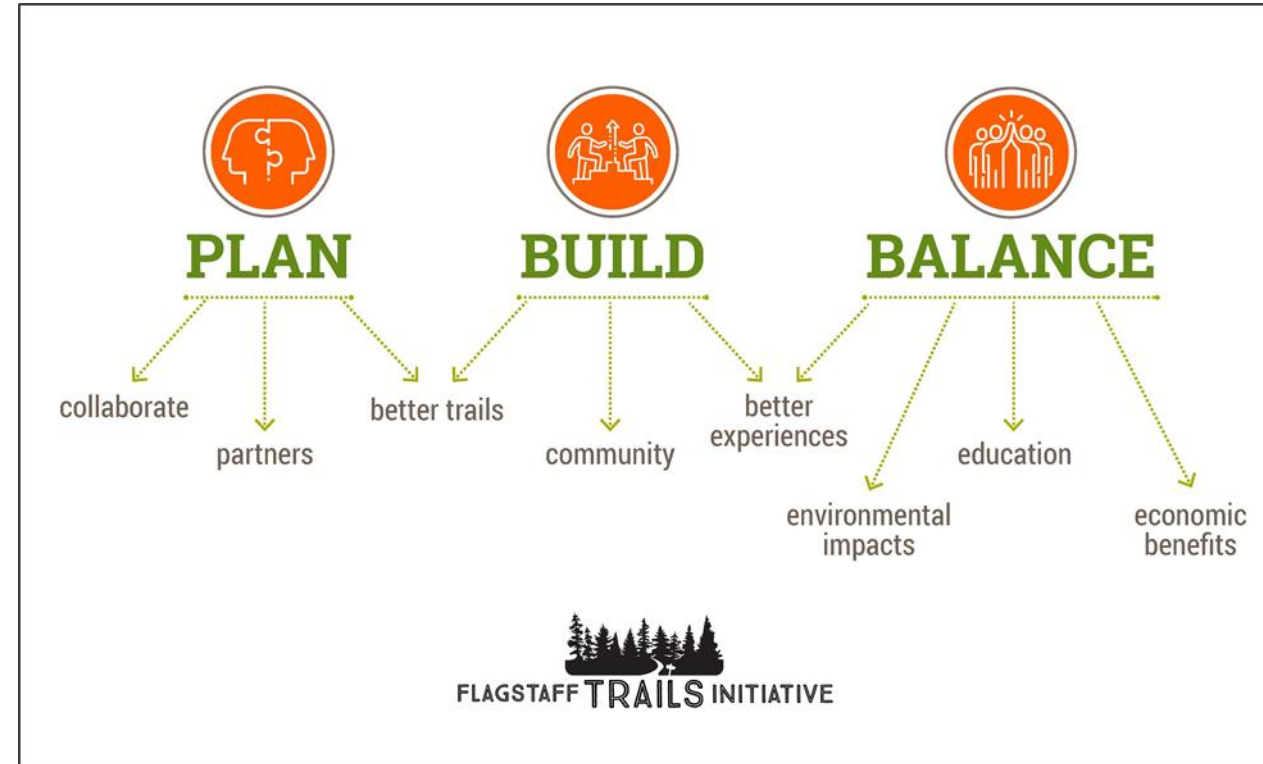


Flagstaff Trails Initiative



Cross-jurisdictional effort to create and implement a regional strategy for recreational trails

- Improve quality, connectivity for sustainable trail system
- Balance recreation with conservation, development, and health



Goal: Elevate Flagstaff's trails from good to extraordinary



Flagstaff Trails Initiative



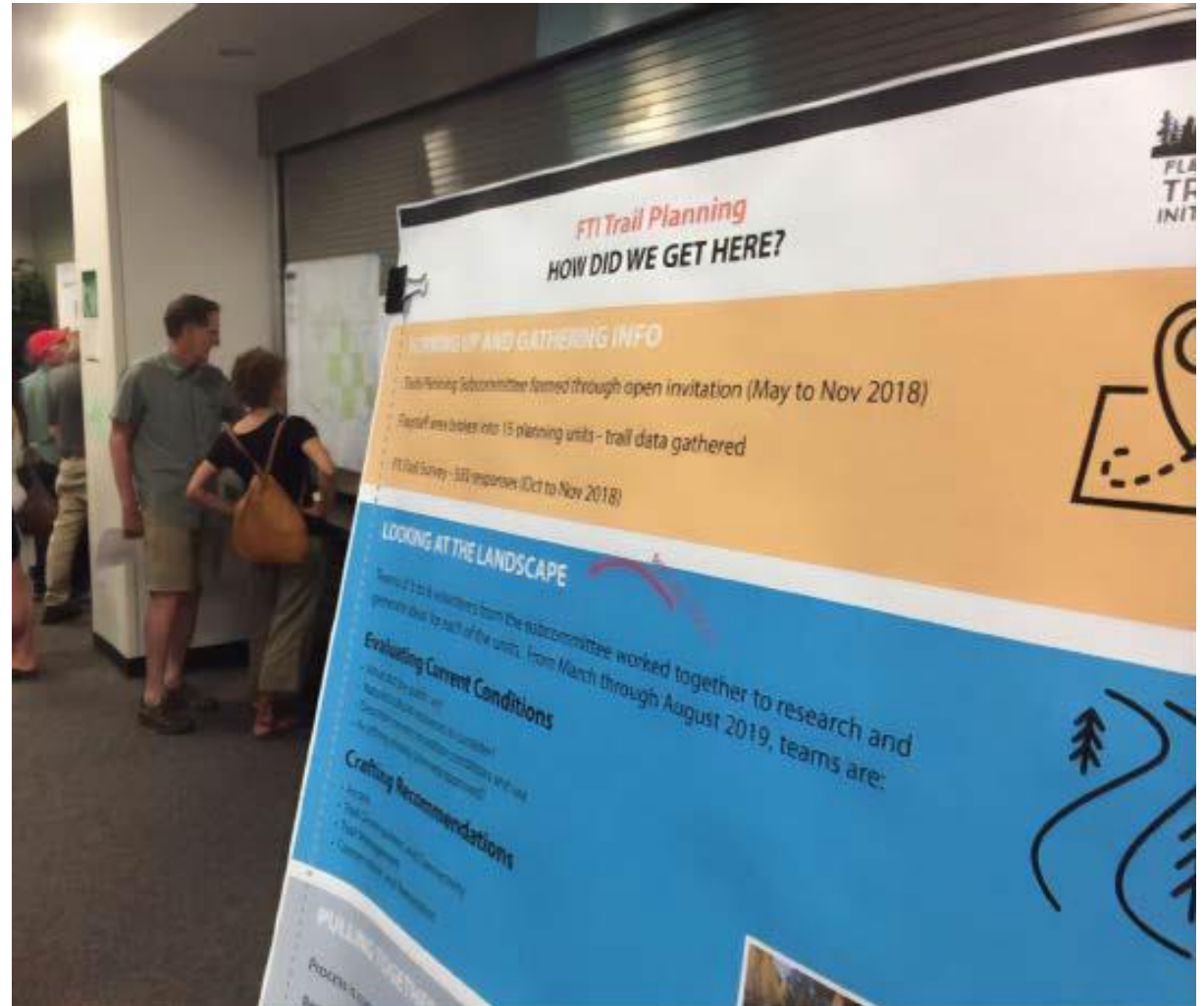
Photos courtesy of WH Waters

- Core team...
 - City of Flagstaff
 - Coconino County Parks and Recreation
 - Coconino National Forest
 - National Park Service Flagstaff Area National Monuments
 - American Conservation Experience
 - Flagstaff Biking Organization
 - R2R Hiking Club
 - Coconino Trail Riders
 - Sierra Club
- RTCA grant from NPS



Community engagement

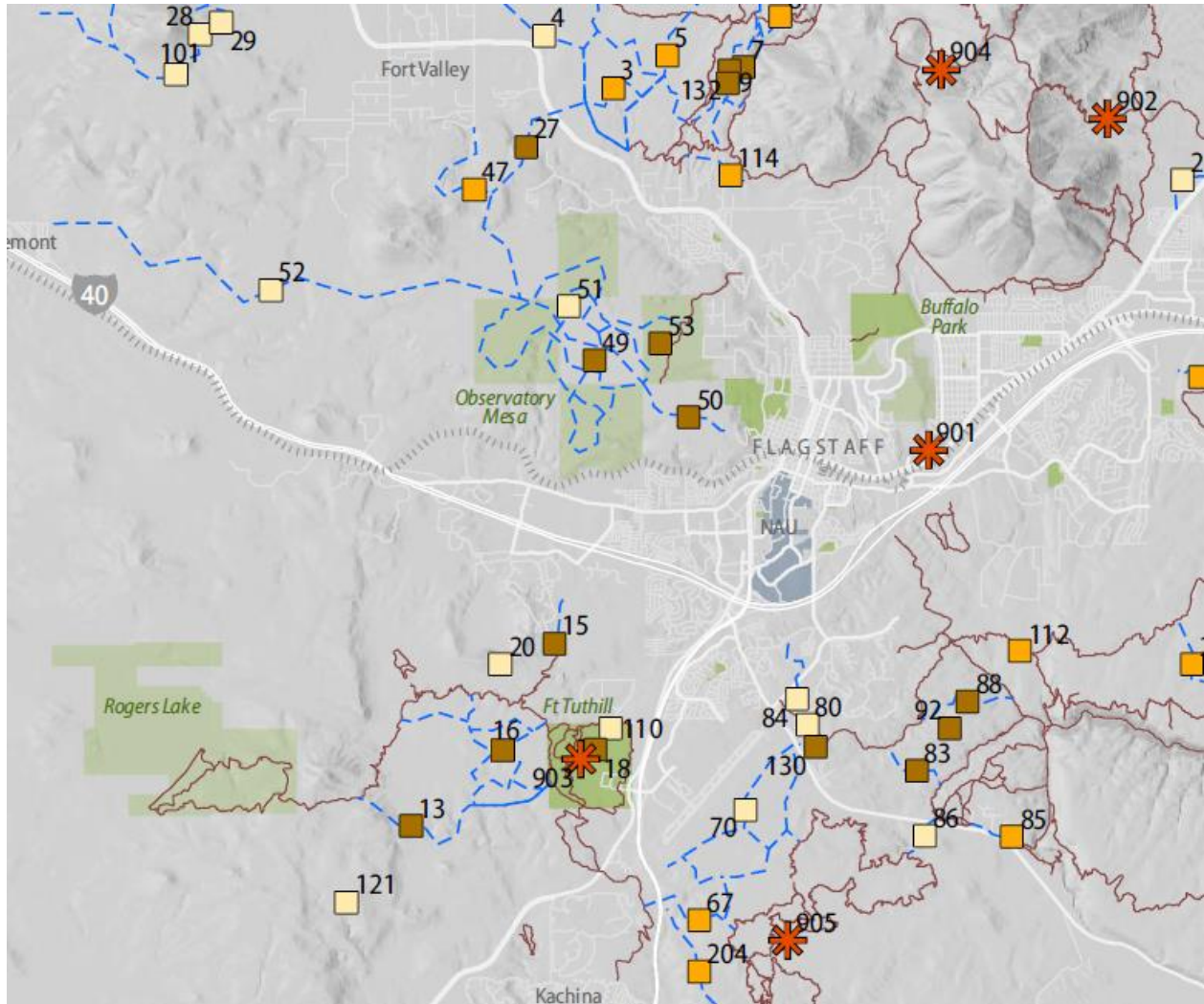
- Broad list of engaged partners
- 3 public meetings
- Community survey (570 respondents)
- Citizen planning teams



Photos courtesy of WH Waters



Regional Trails Strategy



- Draft released Nov 2019
- 10 goals, 30+ strategies
- Organized around 4 topics
 - Education and outreach
 - Financial sustainability
 - Conservation and restoration
 - Trail system planning
- Interactive map



Regional Trails Strategy



Recommendations...

- Key trail connections
- New 501c3 organization
- A trail etiquette and education campaign
- Restoration of unauthorized trails



Photos courtesy of WH Waters



Regional Trails Strategy



Photos courtesy of WH Waters

- Presented to City Council December 3, 2019
- Presentations to boards, commissions, other groups
- Open for public comment Dec 2019 – Jan 2020
- Received 550 comments from 80 individuals



Regional Trails Strategy

Revisions following public comment...

- Schultz Y trailhead added as a collaborative near-term priority
- Added guidance and strategies related to public transportation connections, law enforcement, unauthorized trails, sustainable trail design, wildfires, trail ambassadors
- Removed several proposed trails south of Walnut Canyon



Photos courtesy of WH Waters



FTI activity since December



Photos courtesy of WH Waters

- Retained a part time coordinator
- Became part of “Pledge for the Wild” campaign (pledgewild.com)
- Drafted articles of incorporation for 501c3
- Began recruitment of board members
- Preparing grant for educational campaign
- Convened detailed planning process for MEDL area north of city

Tonight's meeting

- Seeking City Council approval of Resolution 2020-XX in support of the Flagstaff Trails Initiative
Regional Trails Strategy
- Other partners on the core team are submitting letters of support





FTI links



- Flagstaff Trails Initiative... <http://flagstafftrailsinitiative.org/>
- Interactive map...
<https://flagstaff.maps.arcgis.com/apps/webappviewer/index.html?id=974056ac74664bebb7f81ed9f7a5c77f>

RESOLUTION NO. 2020-21

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, STATING ITS SUPPORT FOR THE FLAGSTAFF TRAILS INITIATIVE REGIONAL TRAILS STRATEGY

RECITALS:

WHEREAS, trails make Flagstaff a better place to live and visit, and

WHEREAS, trails contribute to the quality of life, wellness, and economic development of our community by providing opportunities to recreate and experience our natural environment; and

WHEREAS, more than 350 miles of recreational and commuter trails in the Flagstaff area receive a significant amount of use from residents and visitors and are one of our most prominent community assets, and

WHEREAS, the Flagstaff Trails Initiative represents a broad coalition of trail managing agencies, trail user groups, and conservation advocates, and

WHEREAS, the Regional Trails Strategy is intended to improve the quality, connectivity, and sustainability of Flagstaff's trail system, while balancing the demand for recreation with the community's vision for conservation, development, and health.

ENACTMENTS:

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

SECTION 1. That the City Council expresses its support for implementation of the Flagstaff Trails Initiative Regional Trails Strategy.

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 5th day of May, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

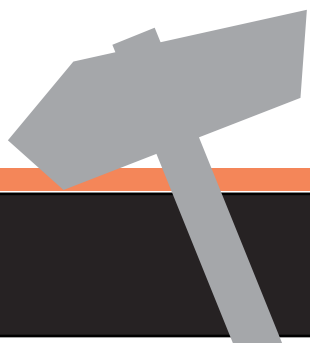
Flagstaff Regional Trail Strategy

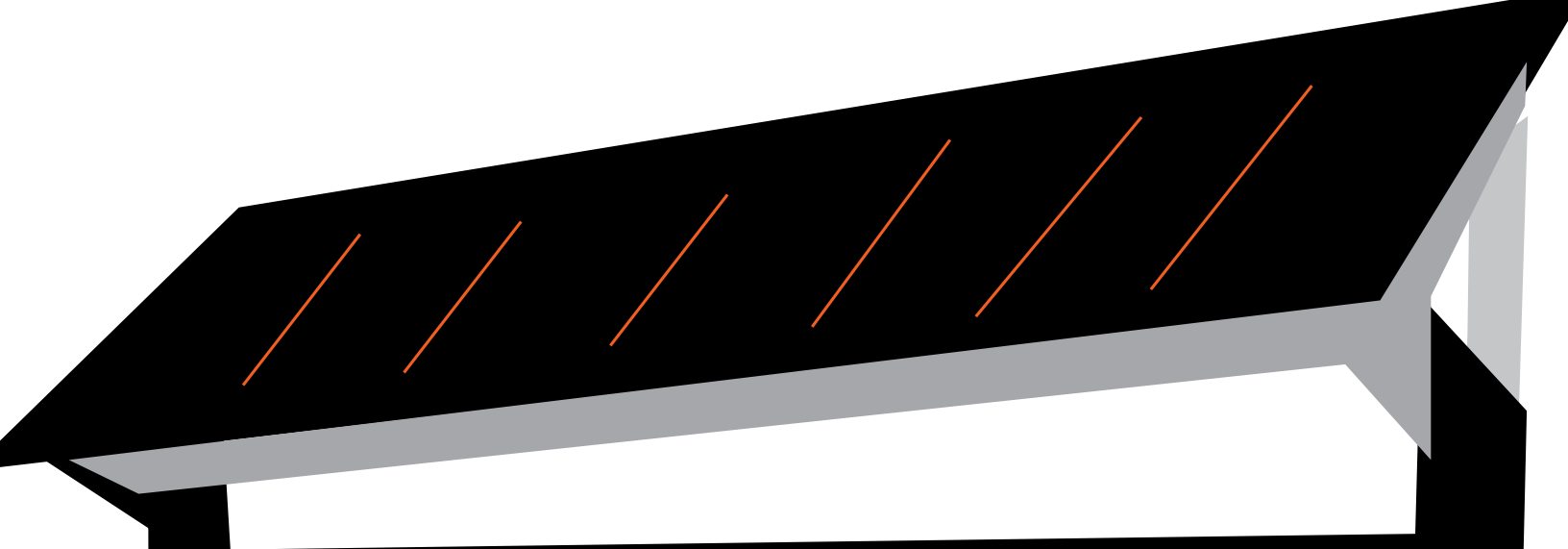


Final - April 2020



FLAGSTAFF
TRAILS
INITIATIVE





Especially in times of crisis, trails are part of what make Flagstaff what it is.

Trail providers, users, conservation advocates and other stakeholders have come together to prepare the *Flagstaff Regional Trail Strategy*, a plan for the region's recreational trail system and a set of actions to get there. The Flagstaff Trails Initiative (FTI) represents the most sustained, broad-based attempt to bring together everyone who cares about trails to answer the question: how can we elevate our trails from good to extraordinary?

The completion of this phase of FTI comes during a time of significant crisis. This will mean substantial changes ahead that cannot be predicted. One thing we can predict is that people will seek out places to peddle, ride, run and walk for their physical and mental health.

Our hope is that through collaboration, good faith and a vision for the future, trails and open space can be part of what gets people through a difficult time.

- the Flagstaff Trails Initiative Team

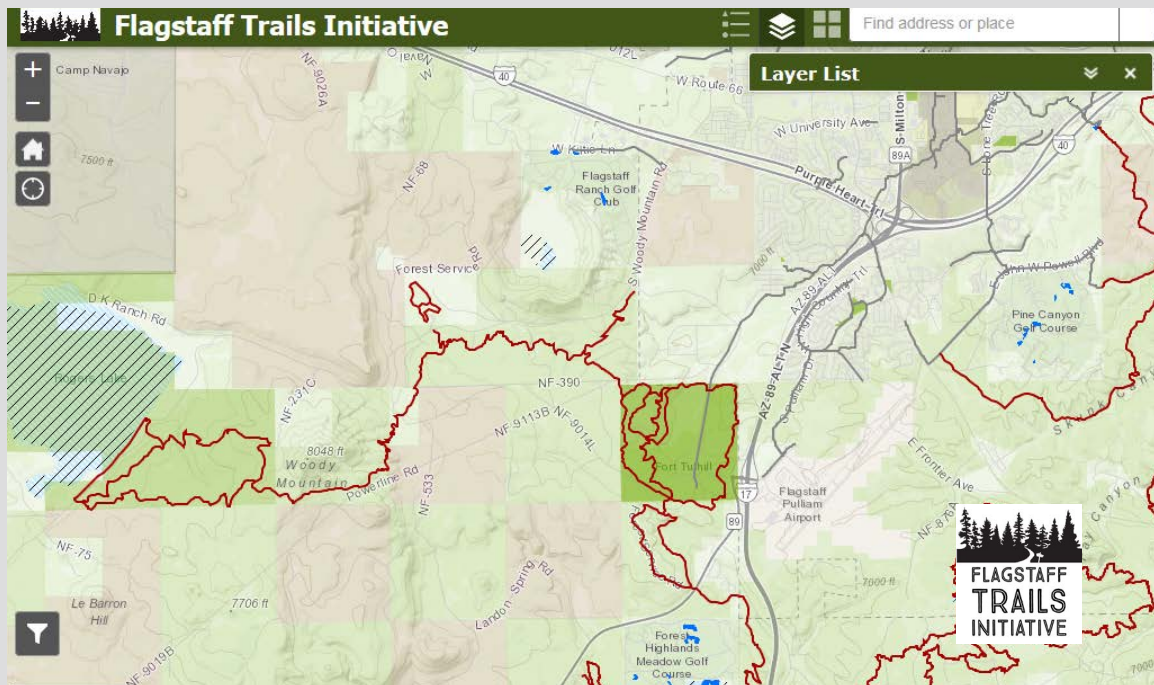
Letters of support from all FTI core team organizations can be found at the end of the document.

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NAVIGATING THE TRAIL STRATEGY

Head to flagstafftrailsinitiative.org for more information, including the Flagstaff Interactive Trail Map. This easy-to-navigate map includes all the trails in the region, recommended projects included in our plan, and a summary of public ideas received throughout the planning process.



Updates from the November 2019 Draft

The final Flagstaff Regional Trail Strategy includes several improvements since the November 2019 draft. The draft version was made available for 65 days, garnering nearly 550 comments from 80 unique commenters. During this time it was also presented to a variety of elected officials and citizen commissions. The input we received led to the following revisions:

- Added the Schultz Creek Trailhead (known as the “Schultz Y”) project as an important near term FTI collaborative priority
- Added a new Trail Ambassadors program to provide on-trail education
- Added new strategies that recognize the link between trails and public transportation, law enforcement and wildlife fire
- Provided additional information about the process for consideration of unauthorized trails
- Provided additional guidelines for sustainable trail design, construction and maintenance
- Dropped low priority trail construction projects #89 and #90 near Walnut Canyon, reducing the total proposed trail miles by 15%
- Dropped project #214, a trail re-route near Fisher Point
- Incorporated a variety of formatting suggestions
- Included letters of support from all FTI Core Team organizational members

WHAT IS THE FLAGSTAFF TRAILS INITIATIVE?

The Flagstaff Trails Initiative (FTI) is a community building project that's looking to take Flagstaff's trails from good to extraordinary. The diverse organizations that make up the FTI team have come together as partners to lay out a shared vision for the region's recreational trails.

Our Purpose

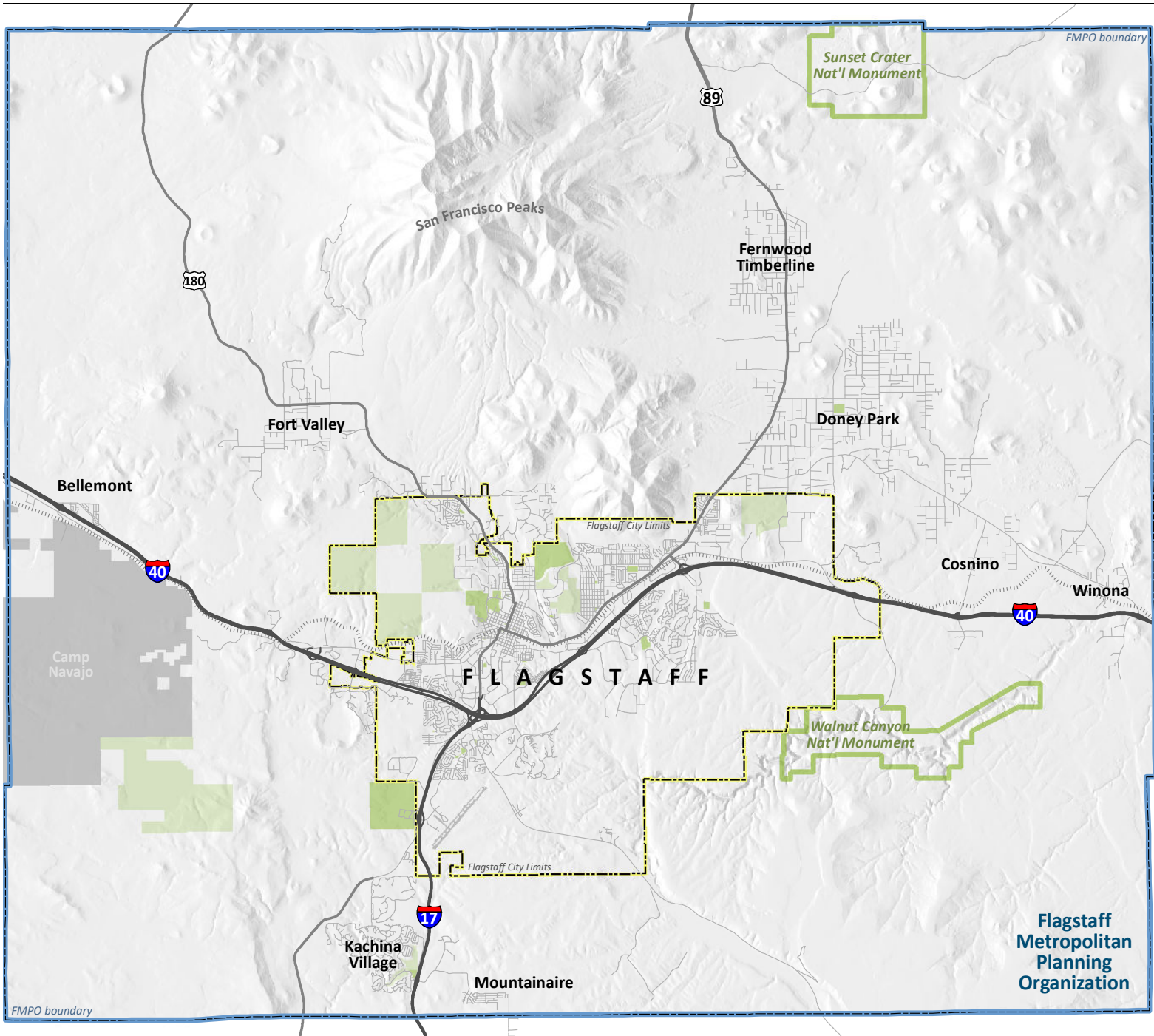
Develop and implement a collaborative, cross-jurisdictional **Flagstaff Regional Trail Strategy**. The strategy will improve the quality, connectivity and community support for a sustainable trail system that balances the demand for recreation with the community's vision for conservation, development, and health.



“The word I think of is adaptive...the strategy should be a living document that changes to reflect what the community wants” - FTI Core Team Member

Scope

The Strategy contains proposals for the trails in and around Flagstaff, Arizona. Our study area includes the area of Coconino County inside the Flagstaff Metropolitan Planning Organization boundary, which extends from Bellemont to the west, Winona to the east, Sunset Crater Volcano National Monument to the north and Mountainaire to the south. It includes trails managed by the City of Flagstaff, Coconino National Forest, National Park Service and Coconino County Parks and Recreation.



Partners

Flagstaff Trails Initiative Core Team



Anyone and everyone who cares about trails in Flagstaff can be part of FTI.

The FTI core team includes a diverse mix of public and nonprofit organizations: City of Flagstaff, Coconino National Forest, Coconino County, Flagstaff Biking Organization, Coconino Trail Riders, R2R Hiking Club, American Conservation Experience, National Park Service Flagstaff Area National Monuments, and Sierra Club. The project was launched in fall 2017 after securing technical assistance from the National Park Service Rivers, Trails and Conservation Assistance program.

STRATEGY HIGHLIGHTS



Photo Courtesy of WH Waters

Overall Goal

Elevate Flagstaff's trail system from good to extraordinary

- ✓ Use the *Flagstaff Regional Trail Strategy* to consolidate trail plans, proposals and concepts into a single regional document and conceptual map
- ✓ Prioritize a set of shared actions and investments for the next 5 years
- ✓ Take a collaborative and integrative approach to trail development - "Plan+Build=Balance"



Our Ten Goals

Trail Planning

- A** Improve trail quality and sustainability
- B** Address the current and future demand for non-motorized and motorized trail activities
- C** Improve connectivity between Flagstaff and the Flagstaff Urban Trails System (FUTS), regional open space and outlying Coconino County communities

Conservation and Restoration

- D** Balance trail development and management with community conservation and natural resource goals with an emphasis on restoration
- E** Ensure historic and prehistoric sites, including known American Indian sacred places and traditional cultural properties, are preserved and protected for their cultural importance

Education and Outreach

- F** Create a safe and fun experience for all trail users
- G** Educate, inform and involve the community in trail stewardship
- H** Use trails to build the next generation of youth stewards

Financial Sustainability

- I** Improve the financial sustainability of trail management
- J** Integrate trail planning and management with tourism and economic goals

what comes first

Our Near-Term Priorities

- ✓ Complete the trail projects and plans currently in the works
- ✓ Use the new Flagstaff Trail Fund and 501c3 organization to raise funding and resources
- ✓ Focus on elevating trail quality by launching three projects that realign unsustainable trail segments: Humphrey's Trail; Arizona National Scenic Trail on Anderson Mesa, and Rocky Moto Trail
- ✓ Put the pieces together to build a new Schultz Creek Trailhead
- ✓ Launch a trail etiquette, "share the trails" and Leave No Trace education campaign that is delivered online, on-site and through face to face contact with a new Trail Ambassadors program
- ✓ Establish a volunteer restoration program and hold several events in 2020 to rehabilitate closed and unauthorized trails, clean up graffiti, and remove trash, litter and old fencing
- ✓ Launch formal planning processes for the top two areas in need:
Mount Elden/Dry Lake Hills and Observatory Mesa

All projects contained in the Regional Trail Strategy are subject to available resources including staff, volunteers and funding.



HISTORY, BACKGROUND & CONTEXT



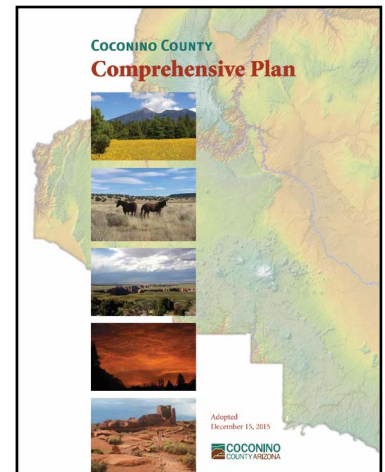
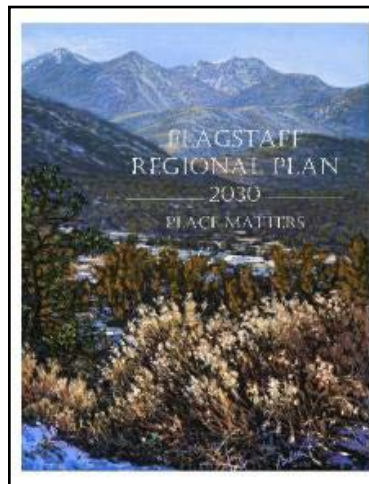
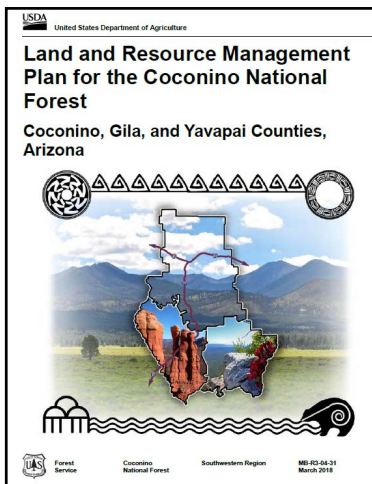
Photo Courtesy of WH Waters

Planning Foundation

The Flagstaff Regional Trail Strategy is built directly on a foundation of approved, formal plans such as the Flagstaff Regional Plan 2030, Flagstaff Climate Action and Adaptation Plan, Coconino County Comprehensive Plan and Land and Resource Management Plan for the Coconino National Forest.



Outlines concrete steps and projects to implement these broad visions.



Why Trails?

Trails help make Flagstaff a better place to live and visit. Every regional plan for the Flagstaff area including the Flagstaff Regional Plan 2030 and the Coconino National Forest Management Plan highlights trails as an asset that should be enhanced. Despite their value, there hasn't been a holistic effort specific to trails for over 20 years.

Connection with Nature. Trails allow young and old to indulge in the discovery of the beauty of nature. They allow us to traverse landscapes free from development and experience adventure, exploration or relaxation. Out-the-back door access from Flagstaff and outlying communities to the forest is prized among residents and visitors alike. Four out of five respondents to a [fall 2018 FTI survey](#) said they value the feeling of solitude and peace trails offer. Trails can serve as more than a way to spend a few hours in the woods; they inspire a lifelong connection to nature and a forum for meaningful education. We believe these connections are stronger and more likely when "every doorstep is a trailhead".

Physical and Mental Health. Trails improve our quality of life and personal wellness. A whopping 92% of survey respondents cited exercise as a reason to value to trails. Trails provide healthy recreation and transportation opportunities by providing people of all ages with attractive, safe, accessible and environmentally sustainable places to cycle, walk, hike, run, or ride a horse. They help people of

all ages incorporate exercise into their daily routines. The benefits are measurable: over 100 studies have found a link between improved mental health and time spent outside, often decreasing symptoms of depression and anxiety. Communities that encourage residents to use trails and engage in physical activity often report substantial health benefits.

Want to learn more?

[Headwaters Institute](#) maintains an excellent reference library of studies on the positive impacts of trails on businesses, public health, and quality of life.

Photo Courtesy of WH Waters



Why Trails?

A Strong Economy. The economic effects of trails and urban pathways such as the FUTS are obvious at a business that depends directly on recreation. The effects can be more subtle, like when an employer moves to a community because of amenities like trails. An inviting trail network has helped countless communities across America undergo an economic revitalization. Tourists are increasingly coming to Flagstaff and Northern Arizona to experience nature and spend time outside. According to a recent NAU/Discover Flagstaff study, over 40% of visitors identified trails and recreating on the national forest as an important reason for their visit. Studies have also shown that neighborhoods that are physically connected by urban pathways see increased rates of use for commuting and transportation, reducing traffic and the strain on the road system.

Conserving Open Space and Wild Places. Trail users know landscapes need to be protected to safeguard the experience and preserve natural resource character. Urban systems like FUTS help preserve linear open space and create needed links between fragmented habitats. More people on trails with an associated decrease in cars on roads leads to the improvement of air and water quality. Trails help protect plant and animal species and can also help wetland preservation by keeping people out of sensitive areas. In addition, they can allow humans to experience nature with minimal environmental impact.

[Check out our FTI survey report](#) to see what hundreds of users said they value about trails.



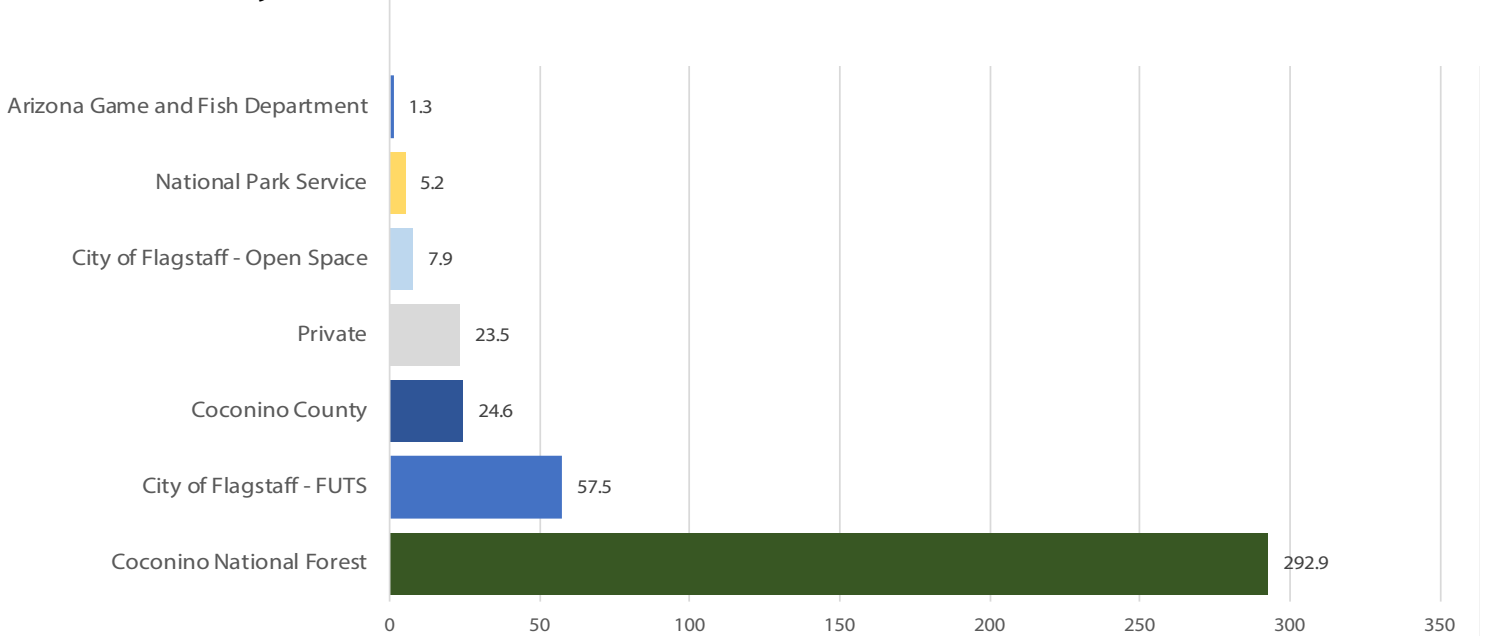
Photo Courtesy of Northern Arizona Trail Runners Association

“One of the reasons I moved back to Flagstaff was because of the ability to interact almost immediately with nature. I can leave my house on foot and within ten minutes be on a trail and then out in nature for hours.” - FTI Trail Survey Respondent

“It needs to be recognized that Flagstaff is a destination for millions of people from across the state and out of it.” - FTI Trail Survey Respondent

The Current System

Trail Miles by Provider



Total System Trails: 413 Miles

A Diversity of Trail Types



Wider, surfaced trails that link destinations via the Flagstaff Urban Trail System (FUTS)



Narrower singletrack available for multiple uses



Trails in designated Wilderness available only for non-mechanized use

Photos Courtesy of WH Waters

Unauthorized Trails

What is an “unauthorized trail”?

Unauthorized trails are purposefully or incidentally created by users without the approval of the land manager or owner. They can be the result of purposeful construction or through incidental regular use that creates a visible travel route for others to follow. Also referred to as “user-created”, “wildcat”, “non-system” or “social” trails.

Unlike system trails, unauthorized trails do not receive regular, formal maintenance from the land manager and are not listed on formal trail maps because they are not part of the authorized trail system. However, unauthorized trails are often included in user-generated or third party maps, leading to confusion among users about the acceptability of their use.

The presence of an unauthorized trail often reflects a past or present demand for recreation use or access. An unauthorized trail or system of trails often serves a recreational function that authorized trails do not.

Potential Effects of Unauthorized Trails

A variety of resource impacts have been tied to use or presence of recreational trails of any kind. These include vegetation loss, soil erosion/loss, wildlife disturbance, water quality impacts and the spread of invasive species. Unauthorized trails do not receive the same level of design and analysis as authorized trails, which make these unintended impacts more likely.

Legality

The purposeful construction of trails without prior authorization is prohibited on all land ownerships in the Flagstaff area including city, county and federal lands. However, it is generally true for non-motorized users that subsequent use of an unauthorized trail by non-motorized users is not prohibited unless there is a site-specific regulation or closure. Similarly, off-trail incidental and repeated use that creates a visible travel route, but that does not involve purposeful construction, is not prohibited. Many appropriate and desirable recreation activities such as nature study, fishing or hunting necessitate off-trail travel that may create unauthorized trails. For motorized use, users are required to stay on designated routes and use of an unauthorized trail could constitute a violation.

Estimated unauthorized trail mileage in the FTI planning area is approximate based on multiple data sources including the tracking app Strava and several inventories that are several years old. This estimate has not been fully field checked.

Unauthorized Trail Type	Miles
Major trails/high levels of use	93
Minor trails/lower levels of use	241
Total	334

The Current System (contd)

Options for Addressing Unauthorized Trails

- ★ *No action*
- ★ *Adoption in place*
- ★ *Adoption with modifications or re-routes*
- ★ *Closure and naturalization*

Considerations and Decision Process for Unauthorized Trails

There is no standard formula or set of criteria for making decisions about unauthorized trails. Trail managers or planning process participants should carefully weigh a variety of factors before making the value-laden decision about unauthorized trails.

- Does the location or condition of the trail pose a public safety hazard?
- What are the management objectives and resource conditions of the area where the trail is located?
- What natural resource impacts are occurring or likely to occur?
- What cultural resource impacts are occurring or likely to occur?
- What is the quality of the recreational experience offered by the trail?
- Does the trail duplicate other available options, either geographically or terms of user experience?
- Does the presence of the unauthorized trail(s) negatively impact the experience of other users?

These factors should be studied and analyzed holistically based on the best available information. Often, planning about unauthorized trails is better undertaken on the trail system scale, rather than trail-by-trail basis.



Users often don't know whether the trail they are using is an official authorized trail or not.

Brief History of Flagstaff Trails

The trail system that surrounds Flagstaff was born for reasons much different than outdoor recreation. Trails were blazed by generations of people connecting places of significance or utility. Later, after the establishment of what is now the Coconino National Forest, they become critical transportation links for forest management. Much of the trail system on forest lands is made up of pack and saddle routes or closed roads, many of which simply represented the shortest route between two points, rather than a system of sustainably designed and constructed trails.

The Flagstaff Urban Trails System (or FUTS) is a point of pride that grew from modest beginnings. A report prepared by a group of forward-looking citizens in 1988 saw the "... great potential to enhance the recreational opportunities and alternative transportation options for Flagstaff citizens and visitors." They proposed a 3.2 mile system of trails on city land. Their vision has expanded into a nearly 60- mile system of trails that connect everyday destinations like neighborhoods, shopping, jobs, schools and parks. A long-term vision for FUTS envisions a 130 mile network that will ultimately comprise a pleasant melding of recreation and transportation.

The trail system on the National Forest seen a number of important events, including the designation of the San Francisco Peaks Wilderness in 1984. The nonmotorized Mount Elden-Dry Lake Hills system was dedicated soon after in 1987. Little Elden Spring Horse Camp, created in 2009 with 15 campsites, now allows easy access for vehicles pulling horse

trailers. The approval of the Fort Valley system in 2000 and the Kelly Trail system in 2012 marked major steps in providing close-to-home access for motorized users.

The Flagstaff Area Open Spaces and Greenways Plan, finalized in 1998, captured a recognition of the intertwined nature of open space conservation, trails and public access. Successes like the acquisition of Picture Canyon and subsequent trail development endure as a legacy of this effort.

The Flagstaff Loop Trail represents another ambitious vision that became a reality. Nearly complete at 44 miles, the trail is the "outer wheel" that circumnavigates Flagstaff by using city, county and forest trails. Connecting trails acting as spokes entering the city and extending to the forest beyond.

More recent projects like the formal designation of the Arizona National Scenic Trail, development of trails and a bike park at Fort Tuthill and new trail construction at Sunset Crater National Monument represent yet more chapters in the history of trails in the area. These projects help meet the demand for increasing specialization in trail use, from long distance backpacking to riding on full suspension mountain bikes, all while immersing visitors in the unique landscape of Northern Arizona.

Trail Use

Understanding how people use recreational trails helps provide one piece of the puzzle for decision making - what types of trail activities do residents and visitors enjoy in Coconino County? How many people participate and how frequently do they do so?

This information – when combined with strong community engagement and common sense - allows providers and users to make more informed decisions about community needs and equitable access in times of scarce resources.

FTI took two primary steps to better understand trail use in the area: preparation of a white paper, [Recreation Trail Use in Flagstaff](#) (March 2018) that reviewed existing regional surveys and the implementation of a [trail survey specific to FTI](#) that drew approximately 550 responses (October-December 2018).

Our Key Findings:

- Flagstaff is a community of dedicated trail users. Nearly two thirds of survey respondents use trails more than twice per week.
- Over 58% of Coconino County residents report hiking, backpacking, mountain biking, and horseback riding at least once each year. Hiking is the most popular trail activity, accounting for more than half of all trips.
- Over 20% of County residents participate in motorized trail activities, including driving a 4x4 vehicle, side-by-side, dirt bike or quad/ATV each year. The vast majority of motorized users also participate in non-motorized activities.
- Different trail users - from backpackers to dirt bike riders - place value on different aspects of the trail experience.
- Over 40% of respondents to a 2018 Flagstaff Visitor Survey reported that hiking, biking and recreating on national forest lands was a reason for their visit to Flagstaff.
- Over 40% of County residents do not utilize recreational trails.
- The five most commonly used trails according to users are the Arizona National Scenic Trail, Schultz Creek Trail, Sunset Trail, Flagstaff Loop Trail and the Nate Avery Trail.



Photo Courtesy of WH Waters

Trends and Challenges

FTI partners undertook an extensive effort to better understand the current situation and its driving factors. Using a mix of trail surveys, partnership meetings and public open houses, the team identified some key trends and challenges for the strategy to address.

Recreation & Trail Trends

- Increasing popularity of trail events like races and organized walks
- Growing diversity and specialization in trail uses and technology are leading to a desire for new trails intended for certain uses, such as technical mountain biking
- Flagstaff has grown into a trail running “mecca”
- Conflict between users can be acute in certain locations, but conflict and crowding weren’t rated as major barriers to trail use
- Upsurge in social media and online information related to trails and recreation
- New organizations like Latino Outdoors have formed to expand participation and promote inclusion
- Capacity to manage recreation is declining at the federal level, encouraging a move towards more partnership-based efforts like the [National Strategy for a Sustainable Trail System](#)

Challenges for the Trail Community

- > Ensuring equitable use of and access to the trails by geographic area and socioeconomic status
- > Ensuring a diversity of trail experiences is available - options for the mobility impaired were rated the least adequate in the FTI trail survey
- > Tackling the trail maintenance backlog
- > Resolving conflicts and misunderstandings between user groups
- > Limiting displacement of regular users by trail events
- > Ensuring accurate trail information is available
- > Providing adequate infrastructure like signs, trailheads and restrooms
- > Protecting user safety

Trends and Challenges (contd)

Environmental Trends

- Climate change and its associated effects on temperature, precipitation, soils and vegetation
- Concern over wildlife impacts including habitat fragmentation and displacement due to development, recreation and other forest activities
- Increase in forest wildfire activity
- Rising investment in forest treatment and restoration
- Pressures on threatened, endangered and rare species

Challenges for the Trail Community

- > Understanding and addressing the proliferation of unauthorized trails (nearly equal to the total authorized trail miles) and associated impacts
- > Wildfire leading to limited forest access and ongoing loss of trails
- > Keeping a minimum impact and Leave No Trace ethos alive
- > Effectively coordinating with thinning and forest management projects
- > Stopping the impacts of trail widening and rutting

Community and Economic Trends

- Growth and urbanization of Flagstaff along with development in outlying communities like Bellemont
- Increase in visitors, especially international, many of whom are less centralized due to a rise in alternative lodging like AirBnb
- Increasing racial and ethnic diversity
- Growth in enrollment and the physical footprint of Northern Arizona University
- Influx of new residents motivated by lifestyle factors like recreation
- Increasing competition for limited public funds from sources like the Bed, Board and Beverage tax

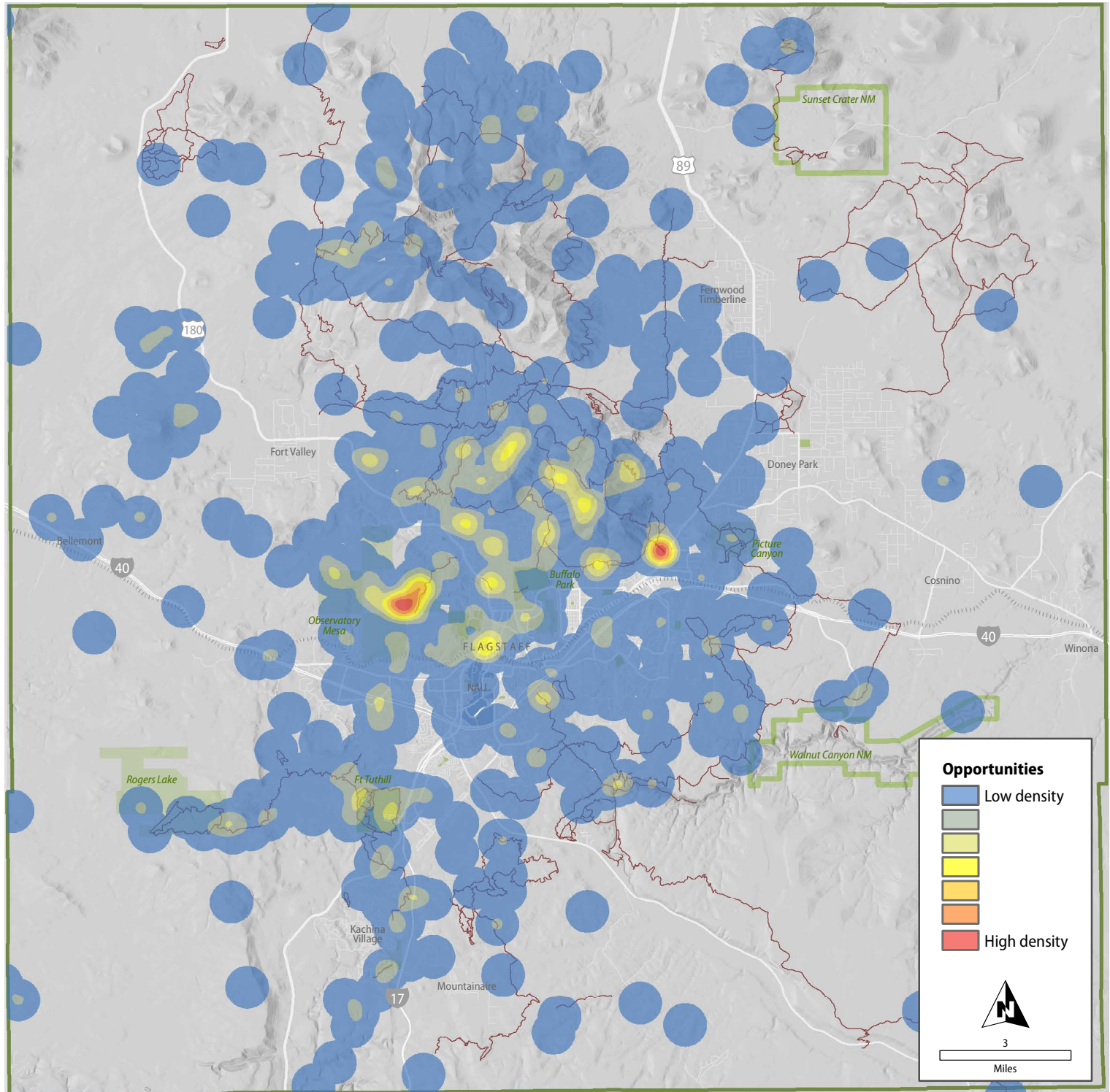
Challenges for the Trail Community

- > Overcoming jurisdictional challenges between city, county and federal lands
- > Finding reliable funding for maintenance, construction, and education
- > Recruiting sufficient volunteers, especially among students and new arrivals
- > Ensuring active community engagement and dialogue
- > Responding to uncertainty surrounding the future of State Trust lands

Ideas from the Trail Community

We asked the community: where do you see opportunity for improvement in the Flagstaff area?

The map below indicates the density of opportunities identified by trail survey and public meeting participants in 2018. These findings were used to help inform the recommendations contained in this plan.



FLAGSTAFF REGIONAL TRAIL PLAN



Photo Courtesy of WH Waters

“The Kelly system has been a great start to answer motorized needs. The only two options for dirt biking in the area for single track is part of the Fort Valley system and the Kelly system. Fort Valley is packed on the weekends and is not safe for motorized use. That leaves dirt bikers the option for Kelly or illegal social trails on the weekend.” - FTI Trail Survey Respondent

“The primary objective should be to distribute use throughout the forest. Areas south of I-40 are underutilized, in part because of access, but also because they lack technically challenging trails.” - FTI Trail Survey Respondent

“...locals and regular users seeking a more peaceful experience will turn elsewhere...the key to success here is diversity.” - FTI Trail Survey Respondent

Trail Planning Goals and Strategies



Below are a series of trail development and management goals meant to provide a well-balanced, high quality trail system that offers opportunities for short meanders or long treks, trails that connect important sites and multi-use corridors to accommodate diverse ways of moving through nature so that all can connect to the great outdoors.

A

Improve trail quality and sustainability

Strategies

- Ensure that modern, sustainable trail planning and building techniques are applied to all trail projects to reduce future maintenance needs
- Prioritize maintenance and realignment efforts based on known backlogs or up-to-date inventories, increasing the percentage of trails in the system identified as in good condition
- Re-route, decommission, restore or replace unsustainable trails

Head to the [FTI Interactive Trail Map](#) for an inventory of current maintenance needs

Photos Courtesy of WH Waters



Trail Planning Goals and Strategies (contd)

B

Address the current and future demand for non-motorized and motorized trail activities

Strategies

- Develop an inclusive, user friendly trail system that provides valued experiences for multiple uses and varying skill levels
- Address unauthorized trails through closure and restoration, replacement or adoption
- Identify the areas or trail systems most in need of comprehensive site-specific planning
- Minimize the potential for ongoing unauthorized trail creation through targeted trail development and improvements to trail quality
- Provide a range of trail experiences through trail modification or development and address gaps in the current system: mobility-impaired/accessible; hiker intended, multi-use trails that provide opportunities for solitude; technical and flow mountain biking trails and motorized singletrack
- Consider adaptive management strategies - such as dispersal and segregation of uses, alternating days for various users, non-exclusive "preferred use" designations and trail directionality - where appropriate to minimize conflict and address overcrowding while keeping the vast majority of trails multi-use

C

Improve connectivity between Flagstaff and the Flagstaff Urban Trails System (FUTS), regional open space and outlying Coconino County communities

Strategies

- Complete the Flagstaff Loop Trail
- Connect the regional trail system by working on the connections listed in the recommendations below
- Implement needed enhancements to existing trailheads, staging areas and less formal public access points around the perimeter of Flagstaff and other communities, listed below
- Prevent loss of public access by pursuing legal access to important, legally unsecured trail access points as development occurs or opportunities arise
- Advocate for public transportation connections to trail access points

What's in the Works Right Now (as of Spring 2020)

The following projects are being led by FTI organizations:

Name	Status	Scope	Trail Provider
Heart Trail and Little Elden Re-route	Planning and environmental compliance completed 2018. Re-route underway. Expected completion mid 2020.	7.5 miles realigned, 3 miles decommissioned	Coconino National Forest
Fort Tuthill Bike Park	Completed Fall 2019	7 acre park with pump tracks and skill development areas	Coconino County
Mount Elden-Dry Lake Hills Planning	Scoping completed 2013; to re-initiate 2020.	Mt. Elden-Dry Lake Hills (MEDL) area	Coconino National Forest
Kelly Trail System Completion	Approved and construction progressing through Coconino Trail Riders/USFS partnership	95 miles of motorized singletrack planned	Coconino National Forest
FUTS Master Plan/ Active Transportation Plan	Expected completion early 2020	Total of 130 miles	City of Flagstaff

Related Trail Projects

Arizona Snowbowl operates under a Special Use Permit with the Coconino National Forest. The resort announced in 2019 it would propose a variety of infrastructure enhancements that promote year round use including new trails for mountain biking. Since the project is not being undertaken by an FTI core team member, the collaborative does not take a position for or against the proposed developments. However, Snowbowl was identified by some FTI meeting and survey participants as a place to meet demand for advanced mountain biking. The proposals will be evaluated by the US Forest Service through the Master Development Plan process.

The **Sun Corridor Trail** is new statewide nonmotorized trail proposed by a variety of local government agencies. The trail seeks to connect the US/Mexico border to Las Vegas through Flagstaff and the FTI planning area. A specific alignment has not been identified. Coconino County Parks and Recreation is the primary point of contact for the region.

Regional Trail Recommendations

Flagstaff's Trail System in 2020 and beyond

The full list of recommendations can be seen on the FTI Interactive Trail Map. Use the filter feature to sort based on project type and priority level.

How do these recommendations fit in formal agency planning and compliance?

The list below serves as a guide for future trail development and planning across jurisdictions. Each project requires additional planning, environmental analysis and on-the-ground design to ensure the projects are appropriate given the area's cultural and natural resources and recreational uses. Inclusion on this list does not imply formal approval for any of the individual projects. Instead, the list of recommendations represents the view of FTI partners on where the region should move next as a trail community.

It's important to note that this does *not* include projects within the FUTS or the Mount Elden Dry Lake Hills area. Each of these areas have their own, site-specific formal planning process underway. Both are expected to be completed in 2020. As these and other future plans are completed, projects identified within them may be compared with established priorities as part of an annual, collaborative review process.

While the list is prioritized, it doesn't preclude lower priority projects from occurring if the right opportunity presents itself. Based on what we know now, they all have value and would

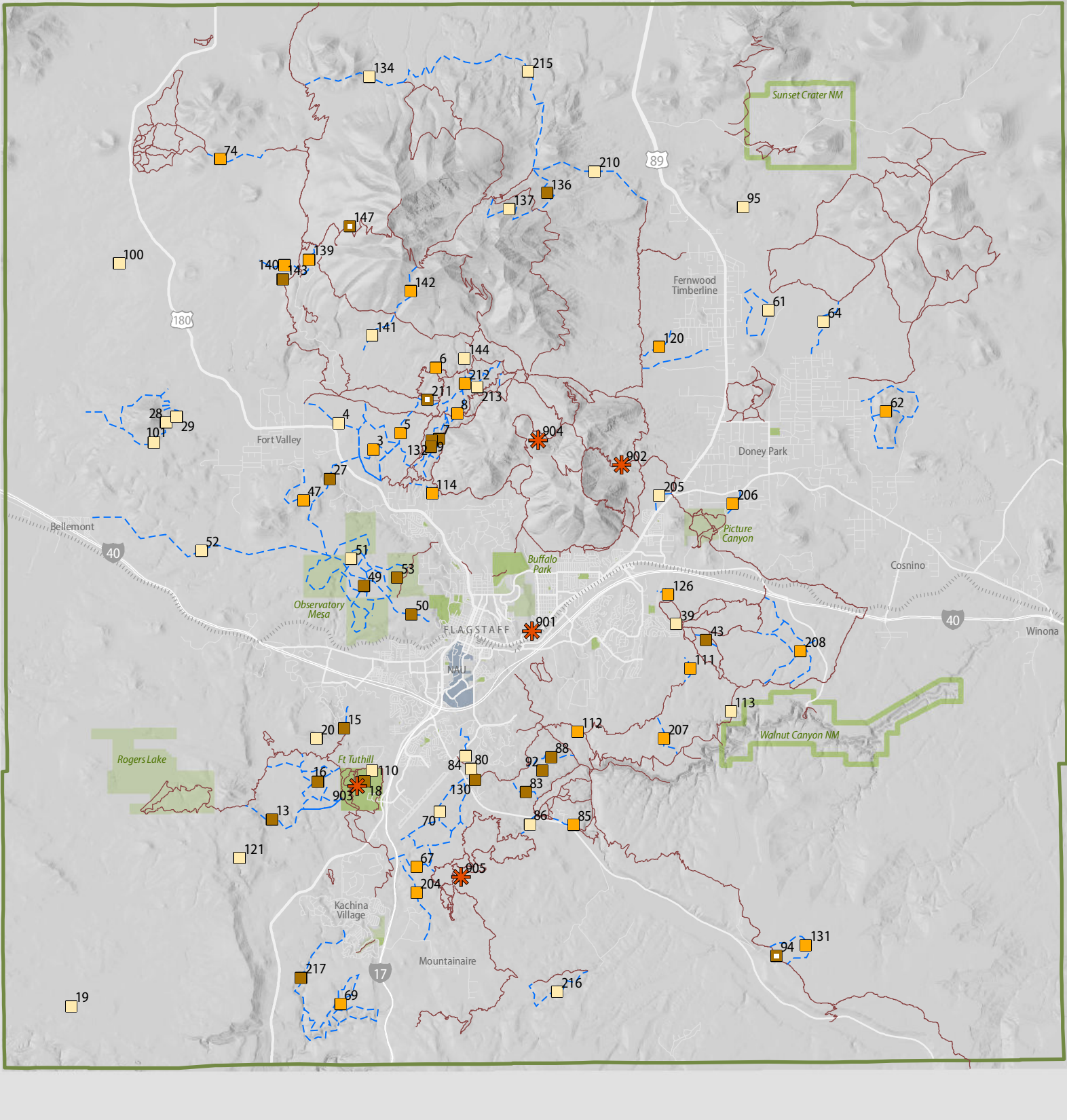
help elevate the region's trail system. A handful of the recommendations did not receive consensus from the teams who participated, primarily in the Observatory Mesa and Fort Valley areas. These projects are indicated as such below and received reduced scores as a result.

How this list was developed?

The recommendations in the following tables and displayed on the interactive trail map were crafted by a voluntary subcommittee of "citizen planners", volunteers and agency staff. Head to the "How We Produced This" for a full description of the FTI planning process, the hundreds of trail users who weighed in the research that went into crafting ideas.

Each of the recommendations was weighted using a set of criteria that reflect FTI's overall purpose and goals. [Head here for a full explanation of the trail scoring criteria.](#)

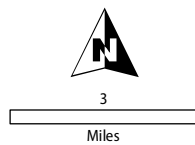
Criteria	Weight
Network and Connectivity	12
Environmental Sensitivity and Beneficial Resource Effects	10
Level of Public Support	8
Demonstrated Demand or Expected Popularity	8
Unique or Destination Trail Experience	6
Cost and Complexity	6
POSSIBLE SCORE	50



Trail development and connectivity recommendations

Trail projects - priority

-  In progress
-  First projects
-  High priority
-  Medium priority
-  Low priority
-  Proposed trails
-  Existing trails



April 2020

Trail Development and Connectivity Recommendations

This category includes 74 recommendations for new trails, realignments, connections between existing trails and adoption or restoration of unauthorized trails

Notes: 1) Projects that did not receive consensus from the planning team for that area are indicated by an asterisk*. 2) Estimated trail miles per priority level are entirely conceptual. If projects move forward additional on-the-ground design and evaluation are needed.

Priority	ID#	Trail Recommendation Description
HIGH	16	Construct a new stacked loop system of directional, mountain bike-preferred trails west of Fort Tuthill to meet regional need and bolster the site as an event venue
	18	Construct a new accessible trail in Fort Tuthill County Park to address a regional shortcoming
	49	Construct a new stacked loop system on Observatory Mesa accessible from downtown Flagstaff and Thorpe Park to help address local demand and unauthorized trails
	13	Construct a new shared use trail connection from Fort Tuthill/Soldiers Trail to Rogers Lake to create longer loop opportunities
	15	Connect Woody Mountain Road/Forest Road 532 trailhead and south end of planned FUTS as part of Loop Trail
	27	Connect Fort Valley and Observatory Mesa to help link two popular areas
	83	Connect Loop Trail and Fay Canyon trail to provide loop opportunities and enhance usability of in area south of town
	130	Connect the Loop Trail and existing, de facto trailhead on Lake Mary Road recommended for development
	136	Connect Inner Basin, Lockett Meadow, and Waterline Road to help enable an "around the peaks" loop opportunity as well as improve access to Lockett Meadow
	9	Evaluate unauthorized trails in upper Fort Valley for closure and restoration to reduce impacts
	94	Realign the Arizona Trail from the top of Anderson Mesa to just below the rim to improve sustainability
	147	Realign Humphreys Trail where grades and conditions are unsustainable to reduce erosion and accommodate visitor use
	211	Realign Rocky Moto Trail off of pipeline between Moto and Secret Trails to improve sustainability
	7	Adopt Dogfood Engineer as a shared use nonmotorized system trail to help disperse use in the Schultz/Fort Valley

Trail Development and Connectivity Recommendations (pg 2 of 4)

Priority	ID#	Trail Recommendation Description
HIGH	43	Adopt a short segment of unauthorized trail between Sinagua and Walnut Meadows Loop to improve the overall Campbell Mesa network
	50	Encourage Lowell Observatory to consider adoption of unauthorized trails on their property as part of Observatory Mesa system improvement
	88	Adopt Skunk Canyon as a system trail to provide loop opportunities and enhance usability in area south of town
	132	Adopt Easter Island as a directional, mountain-bike preferred system trail to provide technical mountain biking opportunities and disperse use
	217	Adopt Pumphouse Wash as a system trail and improve sustainability where needed
	53	Evaluate unauthorized trails on Observatory Mesa for closure and restoration to reduce impacts and reduce redundancy
	92	Evaluate unauthorized trails in the Walnut Canyon area for closure and restoration to reduce impacts and redundancy
	<i>Estimated Mileage of High Priority Trail Recommendations: 51 miles</i>	
MEDIUM	3	Construct new shared use, stacked loops north and west of the Fort Valley Trailhead to easy to access beginner opportunities
	131	Construct new trail around Vail Lake primarily though adopting existing road
	5	Connect Secret Trail and Fort Valley Trailead to allow more motorized loop opportunities*
	6	Connect Secret Trail and Friedlein Prarie Road to allow more motorized loop opportunities*
	67	Connect Highland Trail and the Kelly Trail System with a nonmotorized trail under Interstate 17
	74	Connect the Nordic Village and Bismark Lake Trail to link two high elevation systems
	85	Connect Hitchin Post Trails with Sandys Canyon Trail to provide loops and enhance usability in area south of town
	114	Connect Schultz Creek and Chimney Trail to help disperse use in the Schultz/Fort Valley system
	139	Connect Aspen Corner directly to Humphreys Trail to allow for loops
	8	Realign the Arizona Trail off of an unsustainable old road bed just west of Schultz Creek Trail
	140	Connect Arizona Trail near Aspen Corner and Hart Prairie Road to allow for loops
	142	Connect Kachina Trail with Weatherford Trail at Doyle Saddle to improve access and allow for loops

Trail Development and Connectivity Recommendations (pg 3 of 4)

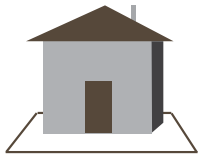
Priority	ID#	Trail Recommendation Description
MEDIUM	207	Connect Arizona Trail and Loop Trail near Walnut Canyon to provide loops and enhance usability of easily access southside area
	62	Construct new loop trails east of Doney Park to provide close-to-home access
	120	Construct and/or adopt connections from Timberline to Deer Hill Trail to provide close-to-home access
	47	Connect Fort Valley to FUTS with a commuter route on Observatory Mesa that partially uses existing roads
	204	Connect Mountainire Rd to planned FUTS extension with a commuter route that partially uses existing roads
	206	Connect Doney Park at Townsend-Winona Road to Picture Canyon with a planned FUTS extension
	111	Realign Loop Trail north of Walnut Canyon away from old road onto national forest
	112	Realign Loop Trail north of Fisher Point off of old roads to enhance user experience
	69	Adopt existing unauthorized trails in and near Kelly Canyon as part of a new shared use system to manage existing and expected demand
	126	Adopt unauthorized trail from Campbell Mesa to planned Peaceful Valley FUTS trail to improve neighborhood access
	208	Adopt unauthorized trails on eastern Campbell Mesa to expand and improve the system
	212	Consider adoption of unauthorized trails such La Bamba to allow for loops and disperse use
	143	Evaluate unuathorized trails west of Aspen Corner and the Arizona Trail for closure and restoration to reduce impacts
	<i>Estimated Mileage of Medium Priority Trail Recommendations: 84 miles</i>	
LOW	19	Consider trail construction parallel to the road to Casner Mountain to allow for motorized loops
	51	Construct a new FUTS-standard multi use trail along the perimeter of Observatory Mesa*
	89	Construct shared use loop trails south of Walnut Canyon to provide new, longer and more remote opportunities
	90	Construct a new loop trail around Walnut Canyon to provice new, longer and more remote opportunities
	100	Construct a new motorized trail around the perimeter of the Peaks, referred to as the Pines to Prairies project, to expand destination motorized opportunities*
	137	Construct loop trails in the wilderness near the Inner Basin Trailhead to create new loops and disperse use in the popular area
	4	Connect Fort Valley Trailhead and Rocky Moto Trail with a motorized connection and create new loops*
	64	Formalize OHV access from Doney Park to the Cinder Hills
	86	Connect Fay Canyon and the Kelly Trail System across Lake Mary Rd to link two existing systems
	95	Connect Timberline and Cinder Hills to improve neighborhood access

Trail Development and Connectivity Recommendations (pg 4 of 4)

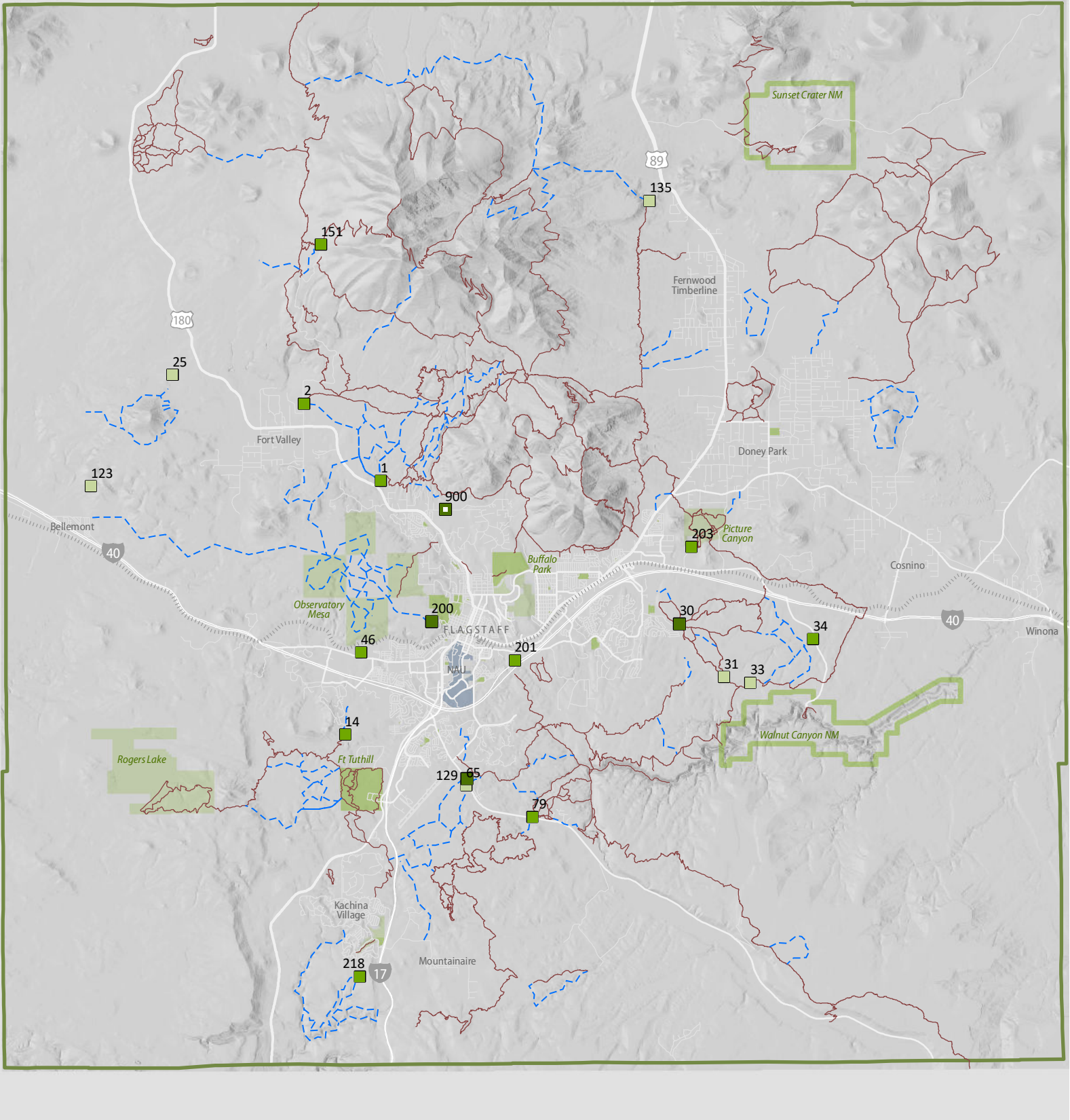
Priority	ID#	Trail Recommendation Description
LOW	134	Connect the Arizona Trail with the Abineau/Bear Jaw Trailhead through the White Horse Hills
	210	Connect Deer Hill Trail and Lockett Meadow to create an additional way to access Inner Basin
	215	Connect Inner Basin Trailhead/Lockett Meadow with Bear Jaw/Abineau Trailhead to enable an "Around the Peaks" nonmotorized opportunity
	61	Construct neighborhood loop trails east of Timberline and north of Doney park
	84	Construct a neighborhood connection to the Loop near JW Powell Blvd
	52	Connect Bellemont to Flagstaff with a commuter route that partially uses existing roads
	205	Connect Timberline to North 89 FUTS trail
	80	Realign the Loop Trail off of old roads near Walnut Canyon to improve user experience
	113	Realign the Arizona Trail off of old roads near Walnut Canyon to improve user experience
	28	Adopt Wing Mountain shooting pit as a hill climb challenge for motorized users
	70	Adopt unauthorized trails south of airport to create new shared use nonmotorized system
	101	Adopt Wing Mountain unauthorized trails to create a designated motorized system
	141	Adopt and realign unauthorized connection from Friedlein Prairie Road to Kachina Trail to create new way to access high elevation system
	216	Adopt unauthorized trail in Howard Draw to recognize ongoing access to this popular climbing area
	20	Close and restore unauthorized trail on rim of Dry Lake to reduce impacts and discourage further use
	29	Evaluate unauthorized trails at Wing Mountain for closure and restoration to reduce impact
	39	Evaluate unauthorized trails on Campbell Mesa for closure and restoration to reduce impacts
121	Evaluate unauthorized trails at Woody Ridge for closure and restoration to reduce impacts	
144	Evaluate unauthorized trails in the area of Secret Trail for closure and restoration to reduce impacts	
<i>Estimated Mileage of Low Priority Trail Recommendations: 74 miles</i>		

Trailheads and Trail Access

This category includes improvement of existing trailheads and construction of new ones.



Priority	ID#	Trailhead and Access Recommendation Description
HIGH	30	Enhance and expand existing Campbell Mesa Trailhead on Old Walnut Canyon Rd and/or consider nearby alternatives to help accommodate current and expected demand
	900	Construct a trailhead at the "Y" intersection of Schultz Pass Road and Elden Lookout Road to access the popular Schultz Creek area trail system
	129	Construct a new trailhead for the Loop Trail along Lake Mary Road immediately south of the water treatment plant to accommodate current and expected demand
	200	Encourage Lowell Observatory to consider trailhead construction to access improved Observatory Mesa trails
MEDIUM	1	Enhance Fort Valley Trailhead with toilets and trash service
	14	Enhance existing Woody Mountain Rd/Forest Road 532 trailhead with toilets and trash service
	151	Enhance existing Humpreys Trailhead with toilets and trash service
	203	Enhance existing Picture Canyon Trailhead with additional parking
	2	Construct new trailhead for Rocky Moto Trail along Snowbowl Rd
	34	Construct new trailhead for Arizona Trail/Cambell Mesa along Monument Rd
	46	Construct new trailhead at the City's Core Services Facility to access the southside of Observatory Mesa and Tunnel Springs Trail
	79	Construct new trailhead for Fay Canyon Trail access along Lake Mary Rd to improve southside access
	201	Construct new trailhead at the end of Babbit Dr to improve Fisher Point access
	218	Construct new trailhead at Kelly Pocket along FR 237 to improve access if system is adopted
LOW	25	Construct a new trailhead at Wing Mountain to access proposed new trails
	33	Enhance and enlarge existing Arizona Trail trailhead just north of Walnut Canyon National Monument
	31	Construct a new trailhead along Old Walnut Canyon Road to improve access to Campbell Mesa system
	65	Construct a new trailhead on the east side of Lake Mary Road east of the airport to improve access in conjunction with a proposed new trail system (#70)
	123	Construct a new trailhead north of Bellemont to improve access in this growing area
	135	Construct a new trailhead along Schultz Creek Road at the north end of Deer Hill Trail to improve access



Trailheads and trail access recommendations

- Trailheads - priority
- First projects
 - High priority
 - Medium priority
 - Low priority
 - - - Proposed trails
 - Existing trails



April 2020

Signs and Wayfinding



These areas were identified as priority needs for signs and wayfinding improvements.

Area	Signs and Wayfinding Recommendation
Doney Park	Better wayfinding on Old Caves Crater Trail and the Dan Moody Trail through cinder sections
Fort Tuthill - Woody Mountain	Improved trailheads and wayfinding at Fort Tuthill and connections with Soldiers Trail and FUTS
San Francisco Peaks	More signs are needed for education on Wilderness Act and Leave No Trace
Fort Valley	Improved signing for Fort Valley Trails - combination map and wayfinding signs
Kachina - Mountaineer	Better wayfinding on Highland Trail through Kachina Wetlands
Observatory Mesa	Improved wayfinding and additional interpretive signs
Walnut Canyon	Information kiosks with maps and trail signs at junctions
Hochderfer Hills	Better wayfinding for trails outside of Nordic Village

Future Planning Needs

These areas were identified as trail systems most in need of site-specific and formal planning.

Area	Managing Agency	Rationale
Observatory Mesa	City of Flagstaff Open Space	Proximity to city center; high density of unauthorized trails
Fort Valley	Coconino National Forest	Potential to meet regional demand and disperse use from high sensitivity areas; high density of unauthorized trails
San Francisco Peaks	Coconino National Forest	Regional and statewide importance; high natural and cultural resources values

Sustainable Trail Design and Construction

Trail design and construction best practices

Many older and historic trail alignments were built without utilizing best practices like proper run-to-rise, grade reversals and tread hardening. Some older alignments are along old road beds that were never intended for recreational trail use and therefore lack the utilization of these design elements and often fail to provide the best user experience.

Management policy limits the placement of realignments without the appropriate analysis. In order to make old trail alignments meet the above-mentioned criteria, tread will often need to be substantially adjusted outside currently approved corridors.

The lack of best-practice design elements contributes to erosion, a large maintenance backlog and lack of user satisfaction with these trails. Better focus on the guidelines and practices available through the below resources will ensure success with the fundamental goal to elevate Flagstaff's trail system from good to extraordinary.

[US Forest Service Trail Construction and Maintenance Notebook](#)

[US Forest Service Standard Trail Plans and Specifications](#)

[US Forest Service National Trails Strategy](#)

[Bureau of Land Management Guidelines for a Quality Trail Experience](#)

[National Off-Highway Vehicle Coordination Council Great Trails Guidebook](#)

[Equestrian Design Guidebook for Trails, Trailheads and Campgrounds](#)

[International Mountain Bicycling Association's Trail Solutions Guide to Building Sweet Singletrack](#)

[Planning Trails With Wildlife in Mind](#)

[American Trails Resources](#)

When designing new trails:

- Use current standards and best practices as defined by the U.S. Forest Service, Bureau of Land Management, NOHVCC, IMBA, American Trails and other trail experts to best align new trails on the landscape.
- Enlist the best available local experts to flag corridors for analysis, and pin flag alignments for construction.
- Use capable leadership in both volunteer and professional trail building projects to ensure the best practices are employed during new construction. Train trail builders to become future crew leaders.
- Adjust recently built trails after a couple of seasons as necessary to address erosion issues before they become substantial

Sustainable Trail Design and Construction (contd)



Photo Courtesy of WH Waters


When maintaining and realigning existing trails:


- Consider in-corridor realignments wherever possible rather than less effective tread/drainage repair strategies.
- Create a process to catalog needs for out-of-corridor realignment analysis and approval to create a more sustainable, lower-maintenance trail system. Fast-track this approval process with Categorical Exclusions wherever possible.
- Grow a volunteer workforce that is enabled to do standard maintenance work on an at-will basis in order to reduce the substantial maintenance backlog.
- Use current standards and best practices as defined by the US Forest Service, Bureau of Land Management, NOHVCC, IMBA and other trail experts to best maintain and realign existing problem areas in the trail system.


Benefits of the Trail Plan

Projects recommended in the trail plan benefit.....


...**All trail users** by moving towards a more cohesive and connected system that enhances access from neighborhoods to the forest. It will help consolidate a sometimes confusing system by adopting certain unauthorized trails and restoring others. An emphasis on maintenance and realignment will help ensure trails are in reliably good condition.


 ...**Hikers** by creating an improved system of connections and trail linkages that allow for loops of varying lengths and difficulty levels, often in areas of relative quiet and solitude. Several recommended projects are relatively short segments that form missing links in the existing system. One the state's top hiking destinations will be improved by projects within and near the San Francisco Peaks Wilderness including a more sustainable alignment for Humphrey's Trail and bolstered options from the Inner Basin Trailhead. The trail plan also looks to mitigate conflicts between hikers and mountain bikers by dispersing and distributing use.


**Trail Runners** by ensuring that access from Flagstaff and other communities is as seamless as possible, allowing runners a myriad of choices of loops and training routes. Proposed enhancements to Observatory Mesa and the forest areas along Lake Mary Road will improve already popular destinations.

 ...**Mountain Bikers** by improving the existing inventory of quality beginner to intermediate cross country riding,

especially on the relatively underutilized southside, and developing trails to meet the substantial demand for mountain bike-specific experiences while limiting impacts to other users. It reinforces the role of Fort Tuthill as a riding and event hub to complement the Dry Lake Hills by adding longer connections and creating some of the only flow trails in Arizona. Adoption and realignment of trails in Fort Valley allow for a more technical and challenging riding experience.

 ...**Motorized Dirt Bikers** by increasing the number of loop opportunities in areas like Fort Valley and beginning the process of planning and evaluating the Pines to Prairies concept, a destination-level motorized singletrack project.

 ...**Equestrians** by protecting and expanding system access in areas like Timberline and Doney Park where horse ownership is common. The equestrian enjoyment of the Fort Tuthill area will also be enriched through the creation of a longer loop that incorporates the Rogers Lake connector.

**the Environment** by reducing erosion through sustainable maintenance and construction techniques, including realignment of poorly located trails. The chronic issue of unauthorized trails will be addressed by pairing any trail improvements or construction with the restoration of nearby unauthorized trails. Diverting recreational use to more resilient, lower sensitivity areas will help reduce effects on wildlife in important activity centers and movement corridors.

CONSERVATION & RESTORATION



Photo Courtesy of WH Waters

“While recreation opportunities are important, it’s also really important to keep certain areas more pristine and without trails...natural value is degraded when biota has no refuge from human impact.” - FTI Trail Survey Respondent

“We need to recognize right off the bat that the landscape is not just a playground.” - FTI Meeting Participant

Conservation & Restoration Goals and Strategies

D

Balance trail development and management with community conservation and natural resource goals with an emphasis on restoration

Strategies

- Focus unauthorized trail closure and restoration efforts in the areas with the highest resource and cultural sensitivity, setting annual targets for miles of trail restored
- Evaluate the use of site specific and limited seasonal closures to reduce wildlife disturbance
- Use new trail development, improved access and trail information to disperse heavy recreation use from areas of high resource sensitivity to areas of lower resource sensitivity
- Seek out opportunities to integrate trail planning, maintenance and construction with wildlife fire activities

E

Ensure historic and prehistoric sites, including known American Indian sacred places and traditional cultural properties, are preserved and protected for their cultural importance

Strategies

- Interpret locations of cultural or historical significance, using trails as a means to connect people to the land and its history
- Take action to protect site stability and integrity where trail use is a threat
- Proactively work with American Indian tribes on trail and outdoor recreation projects
- Deepen trail-related partnership with organizations like the Ancestral Lands Program and NAU Native American Center

Conservation Considerations

Members of the FTI trail planning subcommittee were asked to evaluate natural and cultural resources before crafting trail recommendations. Large swaths of the planning area – from Anderson Mesa to portions of the San Francisco volcanic field – were identified as not being suitable for new trails.

Additionally, a number of conservation measures and considerations were raised during the preparation of FTI trail recommendations. These measures reinforce existing formal guidance in city, county, state and USFS and US Fish and Wildlife Service policy to protect natural vegetation, wildlife and soil resources:

- Be mindful of important wildlife corridors during trail planning and avoid where possible
- Assess the potential effects of various recreational uses, and minimize those effects through trail closure, trail use restrictions, and other measures as needed.
- Monitor recreation-related resource impacts
- Avoid sensitive locations such as springs, highly erodible soils and riparian areas
- Avoid Mexican Spotted Owl habitat and Northern Goshawk post-fledgling areas, while updating these locations based on the best available data

- Seek out and implement opportunities to restore old roads

Recommendations for Future Work

The Strategy recommends that a working group of conservationists, professional biologists, cultural resource specialists and trail users be formed to help guide the implementation of the Regional Trail Strategy and ensure dissemination of the best available science. Areas of potential collaborative work include:

- **Identify locations of high educational potential.** Dynamic forest processes along trails make for excellent open air educational opportunities. As the climate changes and the landscape evolves, areas of high recreation use are well suited to help tell the unfolding story.
- **Gather data to help inform trail planning and management.** Adequate data about recreation use is limited. A program to collect information would help inform trail layout and management measures intended to help wildlife management like seasonal closures to avoid breeding, nesting or important foraging locations for important species.
- **Develop a Field Guidebook for Restoring Unauthorized Trails.** A simple how-to guide would assist in completing unauthorized trail restoration projects. The guide would address re-establishing cross slopes, decompacting soils, blocking ongoing use and reestablishing native vegetation.



EDUCATION & OUTREACH



Photo Courtesy of WH Waters

“It would also be good to see more folks volunteering to protect these special resources...to give back by assisting with trail maintenance days, and helping to spread the word about how these places are there for us to enjoy and respect” - FTI Trail Survey Respondent

“Although most trail users are courteous and have good intentions, it is difficult to share trails between mountain biking and hiking due to the disparity in speed” - FTI Survey Respondent

The Role of Education & Outreach

Urban trails provide entry to spaces that may be difficult to see or access otherwise. These areas are special to many residents and often inspire stewardship efforts from people who live in nearby neighborhoods, members of local outdoor clubs and organizations. We hope that, through focused education and outreach programs, we can build a community of trail stewards who will take on the responsibility of building and maintaining the trails they use on a day-to-day basis.

Engaging the Community

Once a trail system is in place, there is still more to be done: on-going trail maintenance, construction of new trails and promoting the use of trail systems through community events. Trail-related events and celebrations are particularly important to the community. These functions bring residents together not only for fund-raisers such as the annual Climb the Mountain to Conquer Cancer, but also through a variety of bicycle and foot races, man versus horse competitions, and much more. Other highlights including the Native Americans for Community Action hiking series and Picture Canyon tours offered by Willow Bend Environmental Education Center.

Volunteerism is already strong in Flagstaff, thanks to organizations like Flagstaff Biking Organization and Coconino Trail Riders who host regular trail work days. The Arizona Trail Association's well respected Trail Stewards program leverages partnerships with REI, the Coconino National Forest and others help make sure our own statewide gem stays in good shape.

Flagstaff is a hotbed for youth corps programs. Both American Conservation Experience and the Arizona Conservation Corps have local offices that connect youth and adults with stewardship opportunities statewide and beyond.

Getting the Word Out

The way trail users get information is rapidly evolving. There's a competitive marketplace that includes user-specific apps, agency websites and online and printed maps. Old fashioned word of mouth still reigns, though – it was rated as the most common way people get their trail information in our online survey.

All in all, Flagstaff isn't doing too badly in this arena – 95% of survey respondents rated the quality and accuracy of trail information either high or medium. That didn't stop nearly 90% from saying they would use a Flagstaff-specific trail system website if it were available. Yet more remains to be done. Education was repeatedly identified as a top priority throughout the FTI engagement process. Numerous commenters complained of feeling unsafe due to interactions with bikers and hikers. Others pointed out confusing trail systems that could be improved.

Photo Courtesy of WH Waters



Education & Outreach Goals and Strategies

F

Create a safe and fun experience for trail users

Strategies

- Launch a new trail user etiquette campaign to promote awareness of “share the trail” principles and low impact recreation behavior
- Improve visitor information and wayfinding by adopting shared or complimentary sign standards between trail providers
- Work with organizations like Latino Outdoors to ensure that Flagstaff-area trail systems are welcoming to all people, regardless of cultural background or ability
- Encourage appropriate law enforcement personnel are available to ensure public safety and environmental quality at trailheads and on trail

G

Educate, inform and involve the community in trail stewardship

Strategies

- Launch a volunteer Trail Ambassadors program to deliver on-trail information to users
- Promote shared stewardship by offering trail-related volunteer opportunities
- Increase the number of trail volunteers and hours contributed to trail stewardship, encouraging all user groups to volunteer for monthly trail maintenance and construction events
- Launch the Flagstaff Trail Academy, a new trail skills training program to teach skills of trail design, building and maintenance to cultivate a cadre of dedicated trail stewards able to work across systems and jurisdictions through “adopt-a-trail” programs
- Increase the number of trail and recreation-related educational programs to reach all members of the Flagstaff community
- Elevate understanding of trail opportunities, issues and accomplishments among local leaders, stakeholders, policy makers and elected officials

H

Use trails to build the next generation of youth stewards

Strategies

- Work with organizations like Alpine Leadership Academy and Flagstaff Youth Riders (FLYRS) to identify meaningful trail stewardship and education service projects for youth

Education & Outreach (contd)

Program Spotlight: Trail Etiquette Campaign

Nearly all of Flagstaff's trails are shared by multiple users. Different but related sets of trail ethics and user guidelines have been adopted across the country to help ease conflicts and encourage low impact recreation behavior. Tips like "yield to climbing bike traffic" or "ask how the person on the horse would like you to pass" might seem intuitive but often aren't well understood.

A trail etiquette campaign will package these tips - along with encouragement to follow Leave No Trace principles - in a fresh, easy to understand format that reaches all users.

Kiosks, signs, videos and social media content will help amplify and reinforce the messages. Funding sources like the Arizona State Parks and Trails Safety and Education grants exist for just this purpose. The Durango Shares the Trail campaign and Bend, Oregon's Trail Love video series are excellent examples to follow.



FINANCIAL SUSTAINABILITY



Photo Courtesy of WH Waters

What Do Trails Cost?

Trail costs will vary depending on soil type, side slope grade, density of vegetation, need for structures and other factors.

Maintenance includes removing downed trees, improving trail tread, clearing and brushing vegetation in the trail corridor, and improving drainage features. Estimates are based on a 5 person crew.

Construction includes design and layout, trail corridor clearing and tread establishment using hand and machine mixed construction for natural surface trails. FUTS trail are constructed with heavy machinery.



**Natural Surface
Singletrack Trail**



**Aggregate Surface
Flagstaff Urban Trail**



**Paved Surface
Flagstaff Urban Trail**

Construction
per mile

\$25,000 to
\$56,000

\$350,000 to
\$500,000

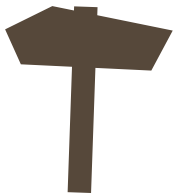
\$1,000,000 to
\$1,200,000

Maintenance
per mile

\$2,500 to \$5,000
(each time,
completed every 5
years)

\$4,200
(per year)

\$2,800
(per year)



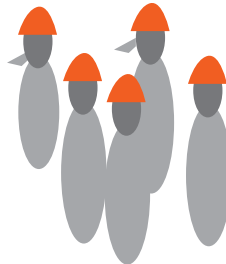
Trail Sign

\$75 to \$250
each



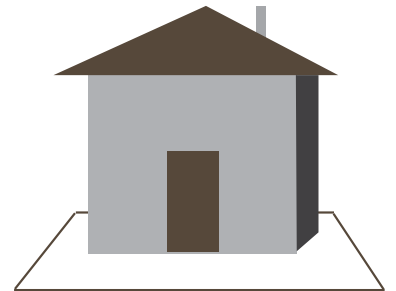
Kiosk

\$4,000 to \$9,500
each



**5 Member
Trail Crew**

\$4,500 per week



Vault Restroom

\$50,000 to
\$100,000 each

The Financial Side of Trails

The Asset

Replacement Value of All Natural Surface Trails in Planning Area (355 miles)*:
\$8.9 to \$14.2 million

The Impact

Average Spending of Visitors Using Trails
\$203 to \$278 per day

Share of Flagstaff visitors who report coming for outdoor recreation and trails:
40+%

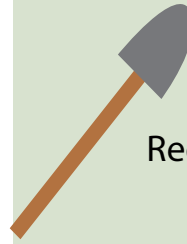
*based on per mile construction and maintenance estimates

How much is spent on trails now?

Expenditures for trail management vary year to year. The largest shortfall is on federal forest lands. The average budget annual allocation from 2010 to 2019 for trail maintenance on the Flagstaff Ranger District of the Coconino National Forest is approximately \$45,000. This covers personnel, vehicles, materials, supplies, and trail volunteer support. The District employs one staff member with a part time responsibility for several hundred miles of trail.

The City of Flagstaff has responsibility for maintenance of FUTS and trails on City-managed open space. The average annual FUTS maintenance budget, allocated and overseen by the Parks Section, is \$200,000. The City's Open Space program does not have dedicated trail funding or staff.

The Issue



Annual Maintenance Funding Required for 293 miles of Coconino National Forest trails (up to standard, 5 year maintenance cycle):



\$146,500 to \$199,000

Existing Annual Maintenance Shortfall:

\$101,500 to \$144,000

Estimated Cost of High Priority Trail Development Recommendations**:

\$1.4 to \$3.0 million

** based on conceptual mileage totals and per mile estimates

Coconino County Parks and Recreation has responsibility for maintenance of trails at Fort Tuthill, Rogers Lake and Pumphouse Wash. The County's trail budget is grant dependent. The County employs one Trades II worker that oversees trails and numerous other facilities.

How do trail costs compare to other projects in the community?

Constructing the Lone Tree Railroad Overpass project is equivalent to building 400 miles of new natural surface trail and maintaining them for the next 330 years.

Constructing the Aquaplex is equivalent to adding 40 miles of FUTS trails with aggregate surfacing, or 15 miles of paved trail, to the system.

Financial Sustainability Goals and Strategies

Realizing the system of sustainable trails envisioned in this strategy will require raising the bar of community support for trails.

Proper stewardship takes resources: money, people and equipment. A shortage of resources can be traced to several of the identified challenges including a backlog of trail maintenance, proliferation of unauthorized trails and inadequate wayfinding.

Much of the shortfall is on the Coconino National Forest; no surprise, as the agency is struggling with a \$300 million trail maintenance backlog nationwide. Resources are also limited for trail development and management on the City's newly acquired open space and for development of FUTS.



Photo Courtesy of M. Loseth

F Improve the financial sustainability of trail management **Strategies**

- Create a new Flagstaff Trail Fund to collect and distribute funds – utilize the United Way of Northern Arizona as an interim fiscal agent while transitioning to a new 501(c)(3) non-profit organization
- Pursue suitable federal, state and private grant opportunities
- Cultivate new sources of funding and in-kind resources for trail maintenance, education, planning, and development
- Establish a partnership mechanism that allows agencies and organizations to share funding, personnel and other resources
- Actively seek out opportunities for trail providers to pool investment, such as a shared Flagstaff Trails Corps
- Develop a trail system that is within the capacity of the community and providers to manage

Financial Sustainability Goals and Strategies (contd)

H

Integrate trail planning and management with tourism and economic goals

Strategies

- Encourage suitable locations, or construct new ones, for trail events
- Develop, enhance and promote certain trails within the system as destination trails for visitors
- Increase the engagement of local businesses. the Chamber of Commerce and Discover Flagstaff in trail promotion and management
- Leverage marketing efforts like Pledge the Wild to educate visiting trail users on low impact and safe recreation practices

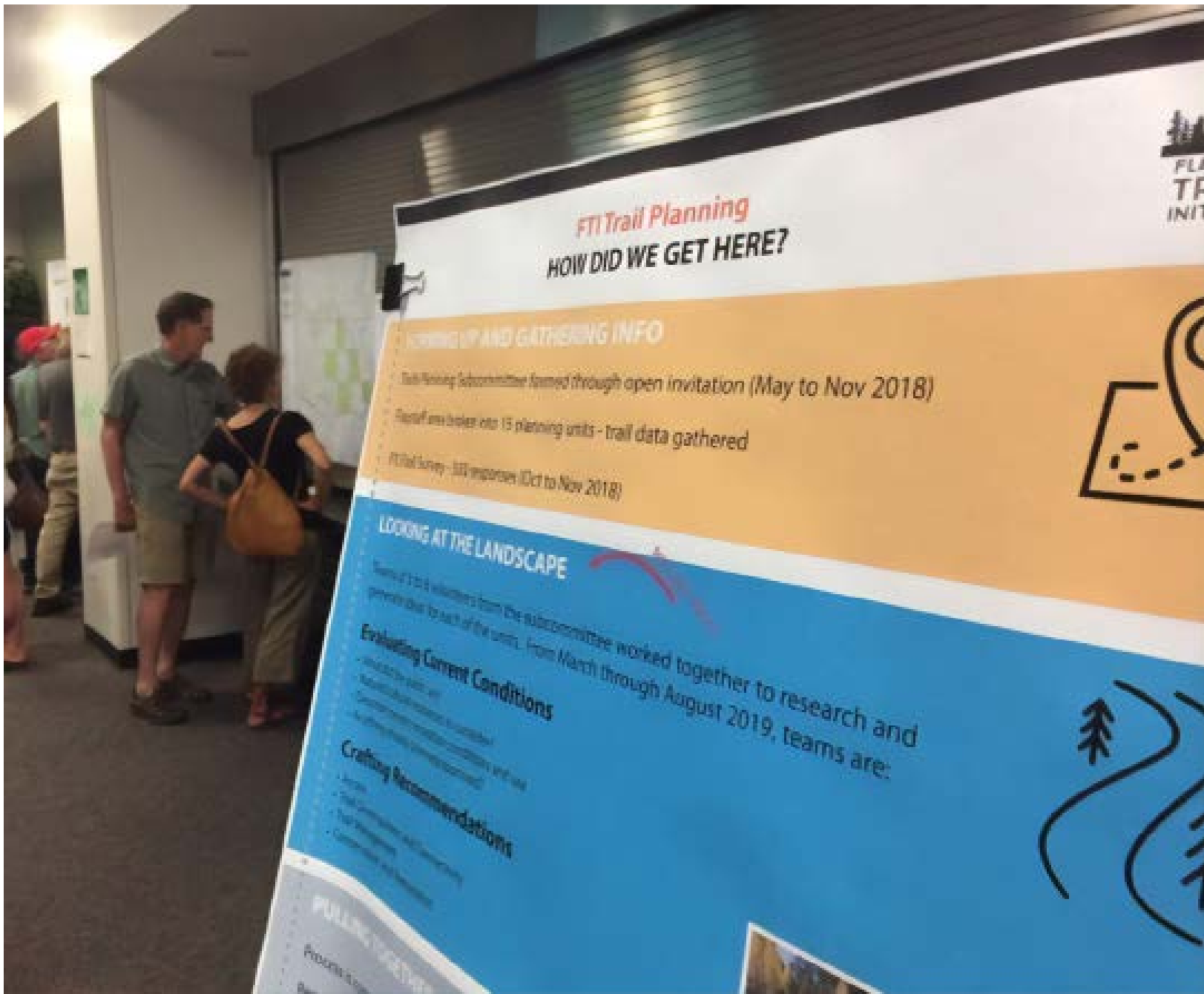
Program Spotlight: A new non-profit for Flagstaff trails

The new 501c3 nonprofit organization is a key part of tackling identified financial needs. The proposed organization would use an organizational membership model, composed of FTI core team members and other partner governmental and nonprofit groups in the region. These member organizations would elect a five to ten member board of directors to oversee the operations of the new Flagstaff Trails Initiative 501c3 and a part-time paid coordinator.



The initial emphasis of the new organization would be on fundraising. Use of these funds would be guided by the Regional Trail Strategy for use on restoration, education, planning, construction and maintenance projects. The intent of the organization is to complement and elevate, rather than compete with, existing FTI partners.

HOW WE PRODUCED THE STRATEGY



Forming Up

FTI is a voluntary, partnership-driven effort rather than a formal public body.

It operates under a collaborative work plan mutually agreed to by all parties available for public review at flagstafftrailsinitiative.org. The effort relies on a structure of a representative core team that included the organizations most committed to and affected by the Initiative including trail providers, users and conservation advocates. Several organizations were added to the core team throughout the project in an effort to ensure representation and diverse perspectives.

The project was officially launched in 2017 when a subset of what is now the FTI core team submitted an application to the National Park Service Rivers, Trails and Conservation Assistance (RTCA) program. RTCA staff based in Arizona provided facilitation, technical assistance and process design on behalf of core team members. Southwest Decision Resources, a consulting firm based in Arizona, served as co-facilitator throughout the development of the Regional Trail Strategy.

A group of three subcommittees (also referred to as focus teams) were formed by open invitation during

workshops and public meetings. These subcommittees (Trail Planning, Education and Outreach, and Financial Sustainability) often included core team members and received support from the facilitation team.

Decision Making

The FTI core team adopted a consensus-based decision making process, which was defined as the willingness of team members to support a particular outcome, even if the outcome is not wholly satisfactory. When seeking consensus, four levels of support outlined in the collaborative work plan were utilized.

Each of FTI core team organizations was provided a single vote at important junctures. For release of the Draft Flagstaff Regional Trail Strategy, consensus was ambitiously defined by the core team as 100% of organizations indicating they support the contents of the document.

NOTE: The Sierra Club has been a member of the FTI core team since December 2017 and helped with the development of the Strategy and organization of the planning process. They have requested their members review the draft Strategy during the public feedback period (December 2019 to February 2020) before taking a final position on the goals, strategies and recommendations contained within.



Engagement and Outreach

Repeated public and stakeholder engagement was central to the development of the Regional Trail Strategy.

These efforts began in February 2018 when FTI members briefed elected officials on the Flagstaff City Council and Coconino County Board of Supervisors about the intent of the project during open sessions.

A project website (flagstafftrailsinitiative.org) was established soon to serve as accessible location for all project documents such as meeting notes and public meeting summaries. An email list serve was built to distribute quarterly updates and meeting notifications.

Two workshops held in the spring of 2018 engaged interested organizations and agencies. Dozens of organizations were invited to attend and shape the goals, approach and outcome of the process. Approximately 50 participants at the first workshop completed a context mapping exercise that helped inform the “Trends and Challenges” portion of the Strategy. Those present offered general support and constructive criticism for the goals of FTI; many original attendees would go on to volunteer on one of the three subcommittees.

Broader public engagement took place from the fall of 2018 through the summer of 2019. The first public meeting took place in October 2018 and was attended by 125 people. Participants took part in an exercise to identify successful

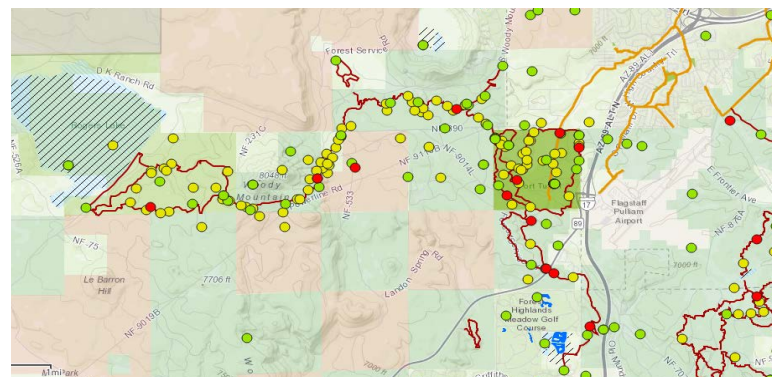
outcomes of a collaborative strategy, as well as outline pressing challenges and possible solutions. The second public meeting was held in June 2019 to provide a check-in on FTI progress and an opportunity for the public to shape the priorities contained in the Strategy.

The various Councils and Commissions in the area also served as important conduit to the community. FTI representatives presented to the Coconino Inter-tribal Advisory Council, Coconino County Tri-Diversity Council, Open Spaces Commission and Bicycle Advisory Committee.

A Flagstaff Trails Initiative Facebook page was created in June 2019, primarily as a means to distribute information about upcoming meetings and FTI events.

Two open-invitation “Walk and Talk” events were held to educate the public on the topics of trail erosion and user experience.

The Draft Flagstaff Regional Trail Strategy was made available to the public from November 27, 2019 through February 7, 2020. During this time, it was presented to numerous formal and citizen committees and councils. In total, approximately 540 comments were received from 80 unique commenters.



Successes, opportunities and concerns identified in the Fort Tuthill/Rogers Lake area

Information Gathering

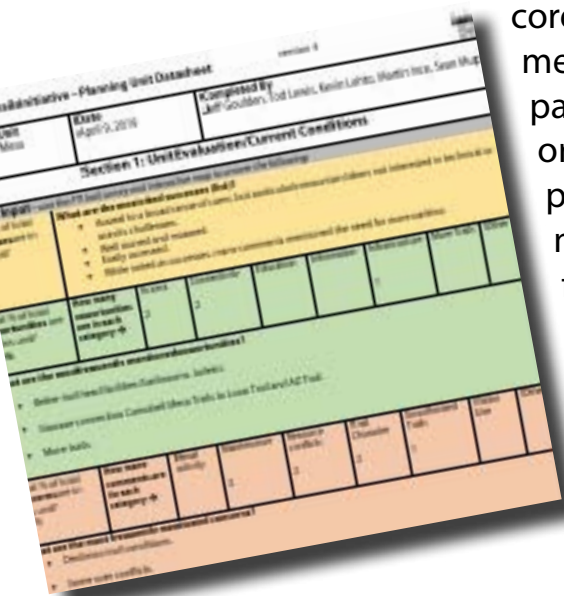
The FTI survey was hosted on the Flagstaff Community Forum on the City of Flagstaff website (www.flagstaff.az.gov/FCF) during October and November of 2018. A total of 570 responses were received. The survey instrument included a mapping exercise that allowed participants to place dots on an online map to indicate locations where we have achieved successes in the trail system, where we have opportunities to enhance the trail system, and where there are concerns about trails. The mapping dot exercise was also conducted via paper maps at three of the public and partner meetings. Results from these paper mapping exercises – which included 141 comments from the partner meetings and 243 comments from the public open house – were folded into the online survey results.

Trail Planning

The trail planning process represented the deepest and most sustained citizen involvement in FTI. A Trails Planning Subcommittee was formed through open invitation from the first partner meeting. In total, over 30

people including core team members took part in one or more trail planning meetings or field visits.

A planning sheet used by trail planning volunteers



To organize the effort of evaluating conditions and crafting recommendations, the area within the FMPO boundary was broken into 15 planning units. From March to September 2019 following an initial meeting and information sharing session, teams of two to six “citizen planners”, volunteers and agency staff from the subcommittee worked together to understand the situation on the ground.

These teams used a common form to review public input, access several reports and review geospatial information to agree on and document current resource and recreational conditions before crafting recommendations.

Using this foundation, each team identified the unique “niche” each of the planning units should play in the region and crafted recommendations related to access, trail development and connectivity, and restoration. The teams aimed for full consensus on each recommendation. While consensus was achieved for 95% of the trail recommendations, that was not possible in all cases. The areas of disagreement were noted. These projects are indicated with an asterick* in the trail plan and received a lower score as a result.

The recommendations were then reviewed by planners on the core team and facilitation team to ensure feasibility and limit duplication. They were consolidated, organized and then scored by some of the trail planning subcommittee members. Trail scoring criteria were developed collaboratively and used to prioritize projects based on their merit to establish the high, medium and low priority tiers in the trail plan.

Trail Weighting Criteria

The following criteria were developed by the FTI Core Team and facilitators with input from the trail planning subcommittee. **The system includes six criteria and possible score of 50. Members of the trail planning subcommittee scored each individual project. The resulting scores were used to categorize the projects based on priority level.**

Photo Courtesy of WH Waters



A. Network & Connectivity (up to 12 pts)

- Helps connect existing trail systems (including FUTS, Flagstaff Loop Trail or Arizona Trail), neighborhoods, parks and/or community centers.
- A high degree of integration is indicated by frequent points of connection to other trails or access points.
- Special consideration should be given to those that are accessible from current or expected residences by foot, bike or other mode of travel that are not currently well served by trails.

(0=no connections or network to 12=connects significant locations and forms a key part of the trail network)

B. Environmental Sensitivity and Beneficial Resource Effects (up to 10 pts)

- Located in an area of low environmental sensitivity, as indicated by the Flagstaff Regional Plan map.
- Expected to improve natural or cultural resource conditions by fixing an environmental impact such as trail erosion.
- Expected to draw use from a sensitive area, for example by dispersing use away from overtaxed areas to less used, but suitable areas for recreation.

(0=project is in a highly sensitive area and impacts are known to 10=project is in a low sensitivity area or has known beneficial effects)

C. Level of Public Support (up to 8 pts)

- Has strong support from the public, as evidenced by the FTI trail survey (specifically “opportunities” identified) and comments during public forums.
- Recommendations that did not get consensus of the Trails Planning Subcommittee should be reduced by 4 points.

(0=project is not mentioned in the FTI survey to 8=one of the most frequently mentioned)

D. Demonstrated Demand or Expected Popularity (up to 8 pts)

- A demand for the trail or facility is demonstrated by observation of frequent use.
- New projects or trails are expected to be highly popular or well used should also score high.

(0=little evidence of recreational demand to 8=expected frequent and heavy use)

E. Unique or Destination Trail Experience (up to 6 pts)

- Fills an important role by providing a unique trail experience for one or more uses that may not be currently available. May be indicated by residents and visitors going of their way to use it.

(0=project is similar to existing opportunities to 6=fills an important gap and does not duplicate existing opportunities)

F. Cost & Complexity (6 pts)

- The overall level of resources needed to complete the project including direct funding, staff time, planning and permitting.
- Existing approval in a planning document lowers complexity.

(0=project is highly complex and costly and no planning and has been completed to 6=project is planned and cost/complexity is well known and reasonable for the scope of the project)

Preparers and Participants

FTI Core Team

Mark Loseth (American Conservation Experience)
Justin Inglis (Flagstaff resident)
Matthew Roberts (Flagline Trails Inc)
Debbie McMahon (R2R Hiking Club)
Kenny Schipper (Coconino Trail Riders)
Anthony Quintile (Flagstaff Biking Organization)
Joe Hazel (Flagstaff Biking Organization)
Mike Popejoy (Sierra Club)
Brian Grube (Coconino County Parks and Recreation)
Keith Chamberlain (City of Flagstaff)
Sara Dechter (City of Flagstaff)
Stacey Brechler-Knaggs (City of Flagstaff)
Martin Ince (Flagstaff Metropolitan Planning Organization)
Carlton Johnson (City of Flagstaff)
Robert Wallace (City of Flagstaff Open Space)
Kevin Lehto (Coconino National Forest, Flagstaff Ranger District)
Brian Poturalski (Coconino National Forest)
Jonathan Harges (National Park Service, Flagstaff Area National Monuments)

Facilitation Team

Adam Milnor (National Park Service Rivers, Trails and Conservation Assistance)
Andi Rogers (Southwest Decision Resources)
Carrie Eberly (Southwest Decision Resources)

Trail Planning Subcommittee Contributors

Jeff Goulden
Bruce Belman
Jenny Blue
Maria Bowling
Artec Durham
Tod Lewis
Lauri Patrick
Vance Peterson
Eric Pitcher
Cory Quackenbush
Evan Reimondo
Joe Shannon
Jackie Thomas
Jack Welch
Nat White
Mary Williams
Tyler Williams
Travis Woolley

Financial Sustainability

Brian Burton
Bill Sandercock
Lee Gault

Education and Outreach

Bruce Belman
Cassandra Roberts
Sabrina Carlson
Afton McKusick
Lori Pappas



Written and produced with technical support from Adam Milnor, Community Planner National Park Service Rivers, Trails and Conservation Assistance program

File Code: 2350
Date: April 9, 2020

Justin Inglis
Coordinator
Flagstaff Trails Initiative
info@FlagstaffTrailsInitiative.org
Flagstaff, Arizona

Dear Mr. Inglis,

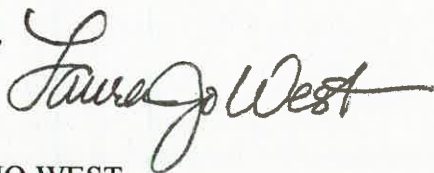
The Coconino National Forest is pleased to support the Flagstaff Regional Trail Strategy (the strategy), which FTI released in draft form in December of 2019.

As you know, our staff has been intimately involved in the development of this strategy. In 2017 the forest assisted the City of Flagstaff with a grant application to the National Park Service Rivers, Trails, and Conservation Assistance (RTCA) program to develop a community driven collaboration project which evolved into FTI. We applaud the efforts of FTI and the entire Flagstaff community to clearly articulate trail needs into the future. The Coconino National Forest will use this strategy to plan and prioritize future projects.

After reviewing the strategy, our staff believes that the conceptual projects and concepts contained in it meet Forest Plan goals and objectives. The Coconino National Forest's support for the strategy does not imply authorization to proceed with construction or implementation of any proposed projects. Specific projects proposed in the strategy will require a more in-depth, site-specific environmental review and/or analysis under the National Environmental Policy Act before they can be implemented.

If you have any questions concerning the implementation of the Flagstaff Regional Trail Strategy on the Coconino National Forest or partnerships through FTI, please contact Patrick McGervey, Flagstaff Ranger District Recreation Staff Officer, at (928) 526-0866 or via email to patrick.mcgervey@usda.gov

Sincerely,



LAURA JO WEST
Forest Supervisor





United States Department of the Interior
NATIONAL PARK SERVICE
WUPATKI – SUNSET CRATER VOLCANO – WALNUT
CANYON
NATIONAL MONUMENTS
6400 North Highway 89
Flagstaff, Arizona 86004



IN REPLY REFER TO:

H4217

April 13, 2020

RE: Flagstaff Area National Monuments (Sunset Crater Volcano, Walnut Canyon and Wupatki National Monument) support for the Flagstaff Trails Initiative Regional Trail Strategy

To Whom it May Concern:

The Flagstaff Area National Monuments (FLAG) are a cluster of three National Monuments which, collectively, comprise more than 42,000 acres of National Park Service-administered lands in the greater Flagstaff area, within Coconino County, Arizona. Two of these Monuments, Sunset Crater Volcano and Walnut Canyon, are located within the Flagstaff Trails Initiative's project scope, which is represented by the Flagstaff Metropolitan Planning Organization or "MetroPlan" boundary.

The purpose of FLAG is to preserve and protect local natural and cultural resources, including varied landscapes and archaeological sites, as well as an abundance of other resources of great ethnographic, scientific, and education importance, that provide public inspiration and enjoyment. In addition to being important community assets, trails also allow members of the public direct access to some of these resources, which is central to meeting the visitor use and enjoyment portion of the FLAG mission. Through this highly collaborative regional document, FLAG believes the Flagstaff Trails Initiative can reach the shared goals of improving quality, connectivity, and support for trails in the region.

FLAG is proud to be a part of this multi-jurisdictional partnership and offer our full support of the Flagstaff Trails Initiative and this Regional Trails Strategy.

Kayci Cook Collins
Superintendent



Flagstaff Biking Organization
PO Box 23851
Flagstaff, AZ 86002
trails@flagstaffbiking.org

April 7, 2020

Dear Flagstaff Trails Initiative-

The Board of Flagstaff Biking Organization would like to offer our wholehearted support for the Flagstaff Trails Initiative Regional Trails Strategy.

Frankly, we feel that this effort is long overdue, and, as a participant in the initiation of this process and a founding core team member, we are ecstatic to see the Strategy finalized.

In the long term we are hopeful that agency and government decision makers will take the direction provided by this document into consideration with the highest level of respect for the comprehensive community input and support that is incorporated therein. It is imperative to our communities that trails be given their rightful place at the table with the other issues and challenges in the decision-making matrices in northern Arizona.

The public engagement process has shone a bright light on the fact that Flagstaff residents overwhelmingly value their trails. The vast majority of comments were supportive of trails that are both authorized and unauthorized. This bolsters our long-held assertion that there is a need greatly unmet by the current sanctioned trail system. Hopefully this position will be embraced by area land managers and decision makers, and the appropriate actions will be taken to expand the system of authorized trails in an environmentally, culturally, and **socially** sustainable way.

Trails are a key component of the health, culture and lifestyle of the citizens of northern Arizona. We are pleased that those values have been captured by this process.

Sincerely-

For the Board of Flagstaff Biking Organization

Anthony Quintile and Joe Hazel



**AMERICAN CONSERVATION EXPERIENCE
2900 N Fort Valley Rd, Flagstaff
AZ 86001, USA**

March 19, 2020

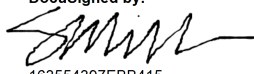
Flagstaff Trails Initiative,

I write on behalf of the American Conservation Experience (ACE) in support of the Flagstaff Trails Initiative's regional trail strategy. The ACE board of directors believe that the regional strategy will improve our quality of life, promote our local business community and play an important role in conservation efforts throughout the region.

By actively including local environmental non-profits and members of the public throughout the planning process, the Flagstaff Trails Initiative has shown a dedication to our community that will be a source of pride for years to come. The holistic and inclusive approach to this document is a testament of what we can achieve by working together for the greater good of our landscape and those who enjoy and care for our natural environment.

ACE is grounded in the philosophy that cooperative labor on meaningful conservation projects foster understanding and operates on the belief that challenging volunteer service unites people of all backgrounds in a common cause. Headquartered in Flagstaff, but with a national reach, we have participated in a variety of community minded efforts to improve landscapes on local and regional scales. We believe that the Flagstaff Trails Initiative is a model for future efforts of this nature and are honored to have participated in this process.

Sincerely,

DocuSigned by:

163554397EBB415...

Shayne Miller

Board Chair
American Conservation Experience

March 24, 2020

Justin Ingles
Flagstaff Trails Initiative –Interim Coordinator

On behalf of R2R please accept this letter of support.

The R2R hiking club began more than 40 years with a handful of women. Our membership roster now has over 100 members. R2R members plan and lead weekly hikes exploring numerous trails in and around Flagstaff. We provide quality hiking and outdoor adventure experiences at various levels for all its members. We share hiking experiences while respecting and preserving our natural environment.

R2R fully supports the Flagstaff Regional Trail Strategy Plan and its goals. Trail planning which includes improving our trail quality and sustainability is extremely important to achieve a regional trail system [goal A]. FTI focuses is not building new trails but elevating trail quality and ensuring the trails we have are sustainable for ALL USERS. The area around Flagstaff has numerous sacred and traditional properties, preserving and protecting these cultural area for future generations is extremely important to all partners. FTI with their Flagstaff Regional Trail Strategy Plan will help preserve and restore these cultural sites [goals D, E].

R2R encourages FTI to emphasize its proposed Education and Outreach Goals, especially in regard to trail etiquette and safety strategies [goal F]. As an active group of hikers, we are aware of the need to educate ALL trail users to exercise trail courtesy, especially on routes with a high volume of mountain bikers. We would like to see more education and signage about the need for bikers to warn hikers and equestrians about their approach by using voice or bell warnings.

As a FTI partner and supporter, we commit to doing monthly trail restoration and maintenance projects to be monitored by FTI. Some of our members are stewards on sections of the AZT near Flagstaff. R2R takes trail stewardship seriously and will become stewards of trails around Flagstaff. R2R supports FTI and the goals of the Flagstaff Regional Trail Strategy Plan and will be here to help FTI to reach its goals.

Sincerely,

Debra McMahon & Sarah King

R2R Hiking Club



Flagstaff N AZ Group Joe Shannon Chair - 318 W. Birch Ave. #8 Flagstaff, AZ 86001
Phone: (928) 380-9537 Email: jshannon278@gmail.com

April 10 2020

Memorandum

To: Justin Inglis Interim Director of Flagstaff Trails Initiative
From: Flagstaff Northern AZ Group Executive Committee – Sierra Club
Subject: Support for implementation of the Flagstaff Trail Initiative – Regional Strategy

On behalf of Sierra Club Grand Canyon Chapter's Flagstaff Northern Arizona Group please accept this letter of support for the Flagstaff Trail Initiative - Regional Trail Strategy, with qualifications.

The Grand Canyon Chapter of Sierra Club has long been committed to protection of Arizona's lands, forest, wildlife, and national parks.

Our mission: To explore, enjoy and protect the planet. To practice and promote the responsible use of the earth's ecosystems and resources; to educate and enlist humanity to protect and restore the quality of the natural and human environment; and to use all lawful means to carry out those objectives.

Sierra Club supports the Regional Strategy and many of its goals. Goal A, improving trail quality, with regular maintenance, will create a sustainable trail system while preserving ecosystems. Trails should avoid wildlife corridors and sensitive areas such as breeding territories for Northern Goshawk, Mexican Spotted Owl, Peregrine Falcon, and all areas with springs and wetlands, which are biologically significant. The San Francisco Peaks are a vital sky island that is currently realizing climate crisis migration from both wildlife and humans; we can assume this migration to cooler terrain will increase over time. In addition, it should be noted that the entirety of the land subsumed under the Regional Strategy and FTI is historically Native American territory. Therefore, any trail planning, construction or re-construction should be done with the full knowledge of, and in partnership with, representatives of indigenous communities in order to protect and preserve culturally significant areas and artifacts.

We are very concerned with Goal B, which addresses motorcycle trails. We oppose any additional construction of motorized trails on or around the San Francisco Peaks. The Kelly trail system was designed for motorized recreation, as is Cinder Hill and areas on the nearby Kaibab Forest. We consider current approved-system locations to be sufficient already and constructing to "meet demand" is not sustainable for any type of recreation. In addition, we do not explicitly support any site-specific trail plans, such as the proposed Walnut Canyon and Anderson Mesa Trails. These plans were developed with little serious consideration of potential ecological effects, and without the proper vetting by specialists. As an example, in spite of extensive research showing that the Fort Valley area is the primary wildlife corridor linking the San Francisco Peaks to the Mogollon Rim, as well as, research outlining the significant ecological effects of motorized vehicle use, the expansion of motorized trails was proposed for this area. We believe such considerations must be taken seriously, and measures taken to reduce the negative ecological impacts of motorized recreation. For example, motorized trails should not be located in or around a significant wildlife corridor. We suggest that the Regional Strategy take a stronger stand on not compromising the ecological integrity of these areas where we recreate.

We strongly recommend that the Regional Strategy include a catastrophic wildfire protocol that would ensure all recreationists could safely evacuate. We suggest this idea be part of sustainable trail planning in coordination with education and outreach efforts. Wildfire evacuation planning should include the safe removal of domesticated animals in coordination with the Sheriff's office and other agencies.



FLAGSTAFF
TRAILS
INITIATIVE

**We need your help and support.
Join us and learn more at:
flagstafftrailsinitiative.org**

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Scott Overton, Streets Section Director
Date: 05/01/2020
Meeting Date: 05/05/2020



TITLE:

Consideration and Adoption of Ordinance No. 2020-12: An ordinance of the City Council of the City of Flagstaff, temporarily suspending Section 8-01-001-0002 of the City Code pertaining to sidewalks; providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the May 5, 2020 Council Meeting:

- 1) Read Ordinance No. 2020-12 by title only for the first time
- 2) City Clerk reads Ordinance No. 2020-12 by title only (if approved above)

At the May 19, 2020 Council Meeting:

- 3) Read Ordinance No. 2020-12 by title only for the final time
- 4) City Clerk reads Ordinance No. 2020-12 by title only (if approved above)
- 5) Adopt Ordinance No. 2020-12

Executive Summary:

The recently adopted Ordinance 2020-02 ("Sidewalk Ordinance") outlines the procedures to replace damaged sidewalks adjacent to private property. The Sidewalk Ordinance provides guidance and articulates the financial requirements of adjacent property owners. Commercial property owners are responsible for 100% of the cost to repair/replace damaged sidewalks, while residential property owners can request that the City contribute up to 50% of the cost of repair/replacement. The City contribution is contingent on funding being allocated in the annual City budget.

The Streets Section is preparing to implement the annual Overlay and Chip Seal program, which is set to begin this Summer. Staff has identified portions of adjacent sidewalks in need of repair. Pursuant to the Sidewalk Ordinance, staff is to notify the estimated 250 adjacent property owners of their respective share of the cost to repair/replace the adjacent sidewalks. However, staff also understands that the COVID-19 pandemic has caused some Flagstaff residents to experience unexpected economic hardship, which may impact their ability to cover the cost of sidewalk repair/replacement.

This issue was presented to the City Council on April 21, 2020, at which time Council directed staff to come back to Council at a later date with an ordinance that will temporarily suspend the assessment provisions for adjacent property owners for 120 days. The attached ordinance will temporarily suspend Section 8-01-001-0002 of the City Code.

Financial Impact:

The Streets Maintenance program is funded with Road Repair Street Safety (RRSS) and Highway User Revenue Funds (HURF) and are currently programmed for the improvement project in the 2019-2020 adopted budget. The sidewalk replacements are to be completed adjacent to the overlay sections and are estimated to impact approximately 250 properties. The entire cost to complete the replacements will be absorbed by the funding budgeted, as has been done historically using RRSS funds to complete the necessary work and deliver the 2020 maintenance program.

Policy Impact:

The City will bear the costs of the sidewalk replacement costs identified in the Streets Maintenance Program for a temporary time period of 120 days.

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

Complete infrastructure maintenance and provide for safe pedestrian facilities.

Has There Been Previous Council Decision on This:

Yes, it was presented and discussed at the April 21, 2020 work session.

Options and Alternatives:

1. Approve Ordinance 2020-12 as presented.
2. Amend Ordinance 2020-12 to best suit the community needs or desires.
3. Do not Approve Ordinance 2020-12 and continue with the assessment provisions as originally adopted in Ordinance 2020-02.

Attachments: Ordinance 2020-02 Sidewalk Ordinance
 Ord. 2020-12

ORDINANCE NO. 2020-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE BY REPEALING CHAPTER 8-01, *SIDEWALKS*, AND ADOPTING A NEW CHAPTER 8-01, *SIDEWALKS*, TO PROVIDE FOR REVISED STANDARDS AND PROCEDURES; AND PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Regional Plan encourages a variety of community mobilities and the upkeep of sidewalk infrastructure to promote walkability; and

WHEREAS, the Zoning Code promotes the development and planning of sidewalk infrastructure; and

WHEREAS, the Climate Action and Adaptation Plan encourages multi-model behaviors of residents and has established goals to promote less reliance on automobiles; and

WHEREAS, well maintained sidewalk infrastructure promotes the usage and safe passage of residents and visitors to our community; and

WHEREAS, providing clear and reasonable expectations and duties of the City and property owners will result in maintained sidewalk infrastructure.

ENACTMENTS:

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

SECTION 1. The Flagstaff City Code, Title 8 *Public Ways and Property*, Chapter 8-01 *Sidewalks*, is hereby repealed in its entirety, and replaced with the following language:

**CHAPTER 8-01
SIDEWALKS**

SECTIONS:

8-01-001-0001	DUTY OF PROPERTY OWNER TO REPAIR ADJACENT SIDEWALKS
8-01-001-0002	NOTICE, PERMITTING, AND REPAIR OF SIDEWALKS
8-01-001-0003	DUTIES OF STREETS DIRECTOR
8-01-001-0004	CITY COST SHARE FUND

8-01-001-0001 DUTY OF PROPERTY OWNER TO REPAIR ADJACENT SIDEWALKS

A. It shall be the duty of the owner of any lot or parcel adjacent to any sidewalk within the corporate limits of the City to keep and maintain such sidewalk in good order and repair.

1. It shall not be the responsibility of property owners to repair a sidewalk adjacent to their property where a City-owned tree located in the City right-of-way is the primary cause of the damage to or need for repair of the sidewalk.

8-01-001-0002 NOTICE, PERMITTING, AND REPAIR OF SIDEWALKS

A. Notice. Whenever the condition of any sidewalk in the City is in disrepair, the Streets Director or designee ("Director") shall notify the owner of the adjacent property of such defective condition in writing and request that the owner repair the sidewalk within thirty (30) days after service of such notice or as weather permits, as determined by the Director.

1. The notice shall identify the repairs needed and be sent via certified mail to the owner of the property (or legal agent of the owner) adjacent to the sidewalk in need of repair.

B. Permit Required. The property owner shall be required to obtain a permit from the City prior to making repairs to any sidewalk pursuant to this chapter. However, there will be no charge for such permit unless the proposed work makes a change in the grade, location, or dimensions of the sidewalk.

C. Inspection. The alteration or repair of all sidewalks as called for pursuant to this chapter shall be subject to inspection by the City during construction and upon completion. All work must conform to City of Flagstaff Engineering Standards.

D. Repair by City. If the property owner fails to make the repairs identified in the notice within the time period specified in such notice, the City may repair the sidewalk and assess the cost of such repair to the adjacent property owner. Any such repairs will be contingent on the City's available funding resources for sidewalk repair in any given fiscal year.

E. Cost; Lien. In the event that the City makes any repairs to a sidewalk after failure of the responsible party to do so, the Director shall file in the office of the City Clerk a verified, itemized statement of the cost of such repairs, which statement when so filed shall be deemed and taken as prima facie evidence of the cost of such repairs or renewals. The Director shall deliver via certified mail to the property owner a copy of the itemized statement of the cost repairs. If the property owner fails to pay the assessment within forty-five (45) days after receiving notice, a lien may be filed against the adjacent property and filed with the Coconino County assessor. The City may also pursue additional collection methods and any civil remedies available to obtain restitution for the costs of said repair.

8-01-001-0003 DUTIES OF STREETS DIRECTOR

A. It shall be the duty of the Streets Director or designee ("Director") to receive and maintain a record of all complaints regarding sidewalks within the corporate limits of the City in need of repair. Within a reasonable time after receipt of said complaint, the Director shall notify the owner of the property adjacent to the sidewalk in need of repair pursuant to section 8-01-001-0002(A) above.

B. It shall be the duty of the Director to develop an inspection program that proactively identifies sidewalks in need of repair.

8-01-001-0004 CITY COST SHARE FUND

A. The City Council may provide an annual fund to assist residential property owners with the cost to repair sidewalks adjacent to their property. The cost share fund shall be contingent on the City’s available funding resources for sidewalk repair in any given fiscal year.

B. Residential property owners who identify an adjacent sidewalk in need of repair, or receive notice from the City that an adjacent sidewalk is in need of repair, may request assistance from the City’s cost share fund not to exceed fifty percent (50%) of the total cost of the repair.

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

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

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of January, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ORDINANCE NO. 2020-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, TEMPORARILY SUSPENDING SECTION 8-01-001-0002 OF THE CITY CODE PERTAINING TO SIDEWALKS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Chapter 8-01 of City Code (the "Sidewalk Ordinance") establishes that it is the duty of the owner of any lot or parcel adjacent to any sidewalk within the corporate limits of the City to keep and maintain such sidewalk in good order and repair; and

WHEREAS, Section 8-01-001-0002 of the Sidewalk Ordinance establishes a process for the City to notify property owners of sidewalks in need of repair and to assess property owners for the cost of repairing those sidewalks if the work is performed by the City; and

WHEREAS, due to the economic hardships being experienced by Flagstaff residents as a result of the COVID-19 pandemic, the City Council has determined that it is in the best of the City to suspend application of Section 8-01-001-0002 of the Sidewalk Ordinance for a period of one hundred and twenty (120) days.

ENACTMENTS:

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

SECTION 1. Pursuant to Article VII, Section 11 of the City Charter, Section 8-01-001-0002 of the Sidewalk Ordinance is hereby suspended for a period of one hundred and twenty (120) days from the effective date of this Ordinance.

SECTION 2. 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 3. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 4. Effective Date

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 19th day of May, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Trevor Henry, Project Manager
Date: 04/30/2020
Meeting Date: 05/05/2020



TITLE

Consideration and Possible Approval: Letter from the Mayor and Flagstaff MetroPlan to the State of Arizona Transportation Board for the Rt.66/Rio de Flag Bridge Replacement project.

STAFF RECOMMENDED ACTION:

Approval of a letter from the Mayor and Flagstaff MetroPlan to the State of Arizona Transportation Board for the Rt.66/Rio de Flag Bridge Replacement project.

EXECUTIVE SUMMARY:

- The State of Arizona had programmed, planned, and designed a project to replace the existing bridge that crosses the Rio de Flag at Route 66.
- The State of Arizona had scheduled the delivery of the project for the spring in the FY 20 budget season.
- The City of Flagstaff had planned and designed a project to relocate public utilities (sewer, reclaim water and stormdrain) from the area of the proposed bridge replacement project.
- The City of Flagstaff and the State of Arizona executed an IGA (Resolution 2019-51) at the end of the calendar year 2019 regarding items of work necessary for the bridge replacement project and the future Rio de Flag Flood Control Project.
- Through the executed IGA (resolution 2019-51) the City of Flagstaff transferred \$677,538 to the State of Arizona in January 2020.
- The \$677,538 was encumbered and paid from the Rio de Flag project account (206-08385-3236-0-4433)
- The City of Flagstaff procured a construction contractor in the amount of \$1,286,995 for work to relocate the public utilities (sewer, reclaimed water and storm drain)
- The State of Arizona had informed the City of Flagstaff the bridge replacement project has been deferred for one fiscal year. The scheduled delivery of the project is now set for the spring, FY 21.

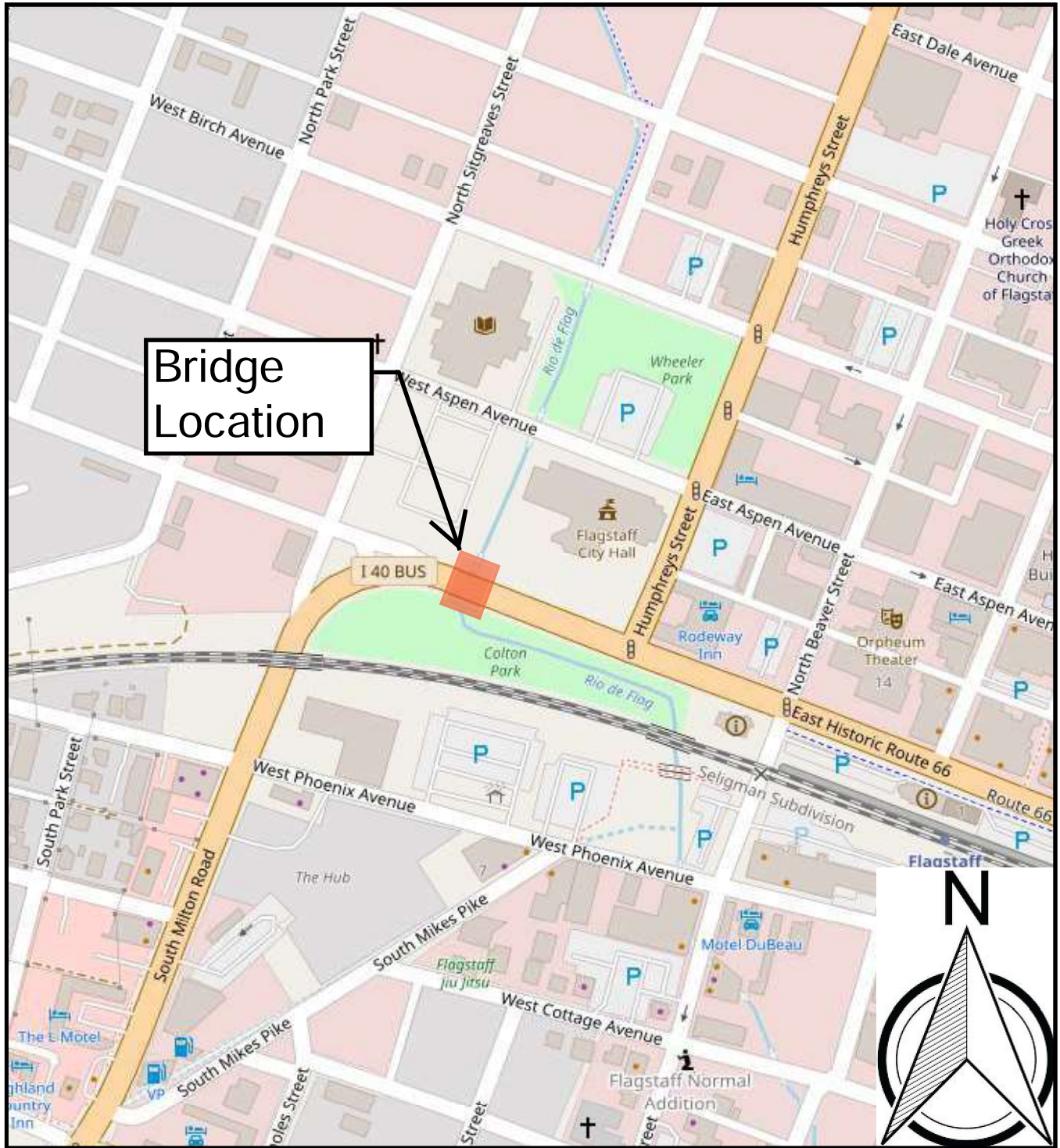
INFORMATION:

Background/History:

ADOT has programmed, planned, and designed a project to replace the existing bridge that crosses the Rio de Flag at Route 66. The ADOT project was scheduled to take place during the construction season of 2020.

The Rio de Flag Flood Control project is designing a Flagstaff Urban Trail and the main stem (drainage structure) to extend beneath the Rt. 66 bridge. The depth of the drainage structure is below the existing channel elevation and the F.U.T.S is at or near the channel elevation. The City and ADOT have been coordinating a plan to construct the F.U.T.S and drainage structure in a safe and efficient manner.

ADOT Route 66 Bridge Replacement Project



VICINITY MAP

N.T.S.



City of Flagstaff

OFFICE OF THE MAYOR

May 1, 2020

Arizona State Transportation Board
Board of Directors

Greetings Board Members,

On April 28, in a special telephonic meeting, the matter of the ADOT bridge project on RT 66 (Rio De Flag Bridge) was discussed. As you know, this project was slated for construction this fiscal year, and is integrated with the Rio De Flag Flood Control project being delivered by the Army Corps of Engineers in partnership with the City of Flagstaff. The decision was made to defer the bridge project until the Fiscal Year 2020/2021.

The City, together with MetroPlan, would like to emphasize the significance and the urgency of the Rio De Flag Bridge project. The City of Flagstaff and ADOT entered in to an IGA to deliver these important improvements to the community. We are currently performing the necessary utility work that was to precede the Bridge replacement, with significant capital being expended (\$1.3M for city utility relocations and \$678K for rock over-excavation). The City's Rio De Flag stormwater project, in its entirety, is the most significant capital undertaking by our community, and is urgently needed to address flood mitigation in the core of our City. The project, upon completion, will protect property, the traveling public and associated infrastructure, enhance our economy and ensure the safety of our residents who reside in the flood plain. While the City supports the stated purpose by ADOT to defer the Rio De Flag Bridge replacement (safety concerns in response to issues relating to COVID-19), we would respectfully ask that ADOT be mindful of the public safety component of our Rio De Flag project and ensure that the bridge replacement project is not deferred beyond the Fiscal Year 2020/2021.

These are the comments that would have been advanced if the City had the opportunity to speak at the April 28 special meeting. We thank you for your consideration of these comments and concerns, and we look forward to our continued partnership with ADOT.

Sincerely,

Coral J. Evans, MBA
Mayor, City of Flagstaff, AZ

Jeff Meilbeck
Executive Director, MetroPlan

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Paul Summerfelt, Wildland Fire Manager
Co-Submitter: Paul Oltrogge
Date: 05/01/2020
Meeting Date: 05/05/2020



TITLE

2020 Wildfire Preparedness and Seasonal Outlook

STAFF RECOMMENDED ACTION:

Discussion only: no action required

EXECUTIVE SUMMARY:

Annual update of what we may expect during 2020 and City/Partner actions prepare for the season.

INFORMATION:

NA

Attachments: [2020 Wildfire ppt](#)



WILDFIRE PREPAREDNESS BRIEFING

May 5, 2020

Paul Oltrogge – FFD

*... representing partner
agencies that all have a role in
wildfire:*

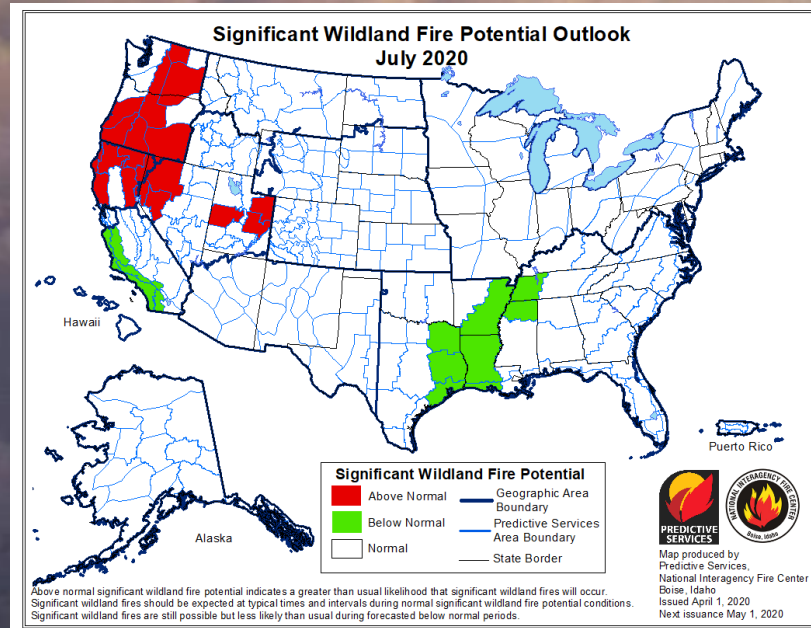
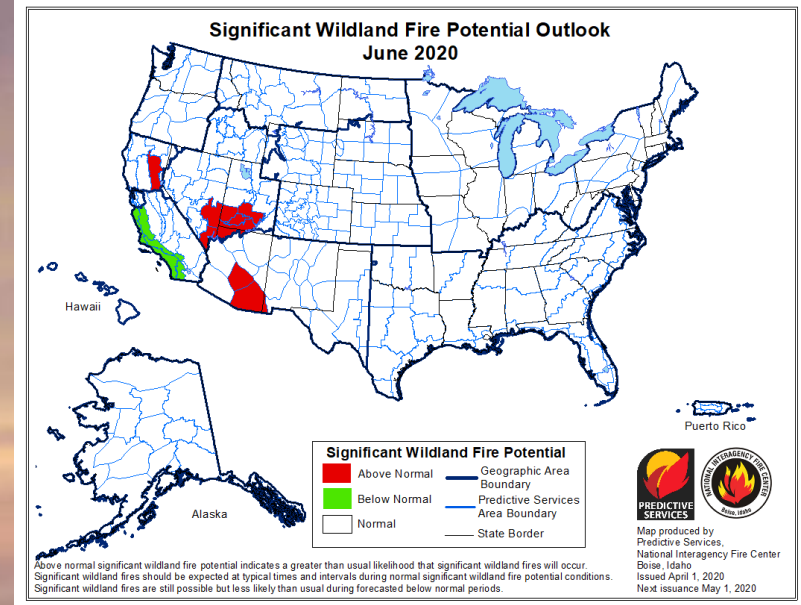
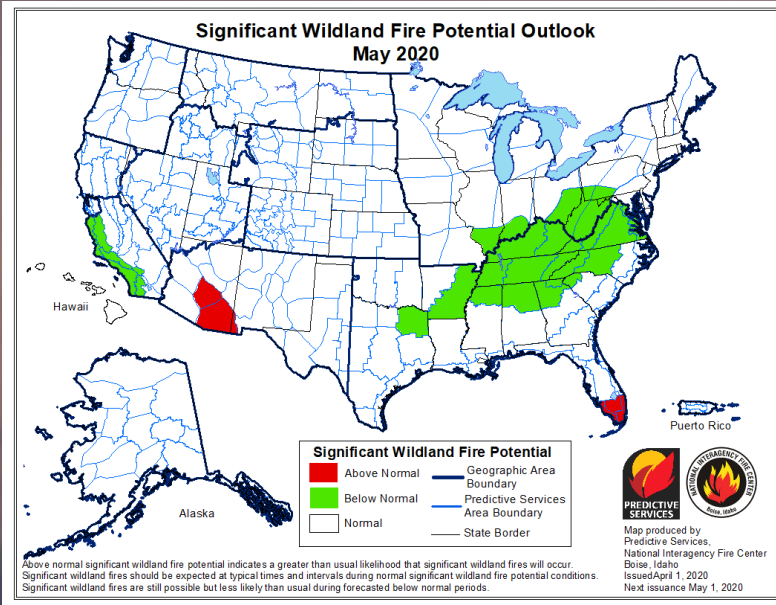
- *City Fire & Police*
- *Coconino County*
- *State of AZ DFFM*
- *US Forest Service*

Fire Year Factors

Severity & Duration highly dependent upon:

1. Drought
2. Fine Fuels Condition
3. Weather - temperature, RH, & wind
4. Monsoon
5. Ignitions
6. New for 2020 - COVID-19

National Significant Wildland Fire Potential Outlook



Our Status & Readiness Posture

- It's always fire season,
- Only questions are *when, where, and how long,*
- We prepare every year,
- We are ready year-round,
- There are always wildcards,
- We aren't in this alone,
- Everybody plays a part.

Wildland Fire Management: The cycle of success . . .





2020 Focus Areas

• Prevention:

- Engagement with community
- Restrictions and Closure Plan
 - Stage 2 restrictions 4 weeks earlier

• Preparedness:

- Community Wildfire Preparedness Day – May 2
- Stand-down for FFD out-of-area fire assignments
- Covid-19 PPE included on all wildfire engines
- Training: AZ Wildfire Academy, annual refresher





2020 Focus Areas

- **Hazard Mitigation:**

- **Forest Treatments: Thinning, debris disposal, Rx fire**
- **Home & Property clean-up: Firewise**

- **Response:**

- **Operational personnel & Crew 1**
- **Severity Unit(s) – E106**
- **Partner agencies**
- **No DOC inmate crews available**

- **Recovery: as required**



COLLABORATION & PARTNERSHIPS



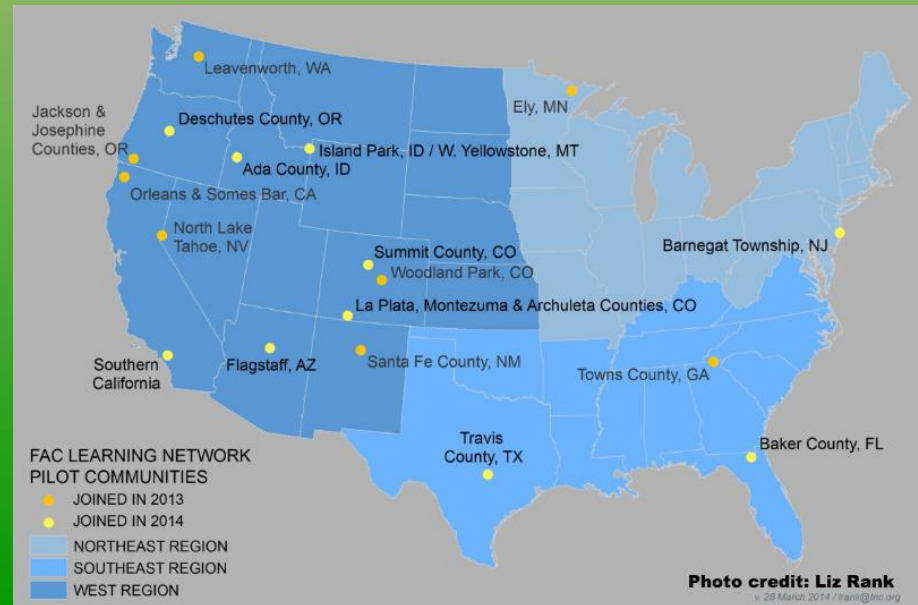
FLAGSTAFF WATERSHED PROTECTION PROJECT



TEAM RUBICON



***Fire Adapted Communities →
&
Fellow Fire Depts
(Ashland OR, Austin TX, Santa Fe NM)***



Law Enforcement Fire Prevention Patrols

- Proactive patrols typically start in May.
- Patrols begin when weather becomes more moderate.
- The Woods Watch program will be coordinated with the Coconino County Sheriff's Office again this year
- Early morning patrols in the wooded areas of Flagstaff to address illegal camping and campfires



TEAM FLAGSTAFF

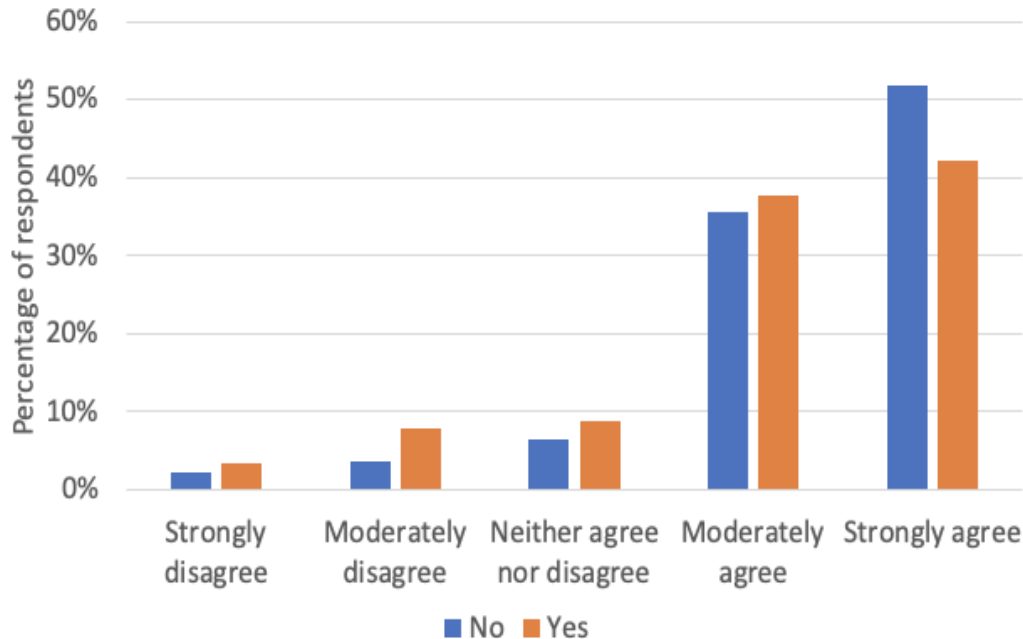
WE MAKE THE CITY BETTER



Coconino County Emergency Management

ERI Museum Fire Survey preliminary findings

READY, SET, GO!



Emergency Notifications
Coconino.az.gov/ready



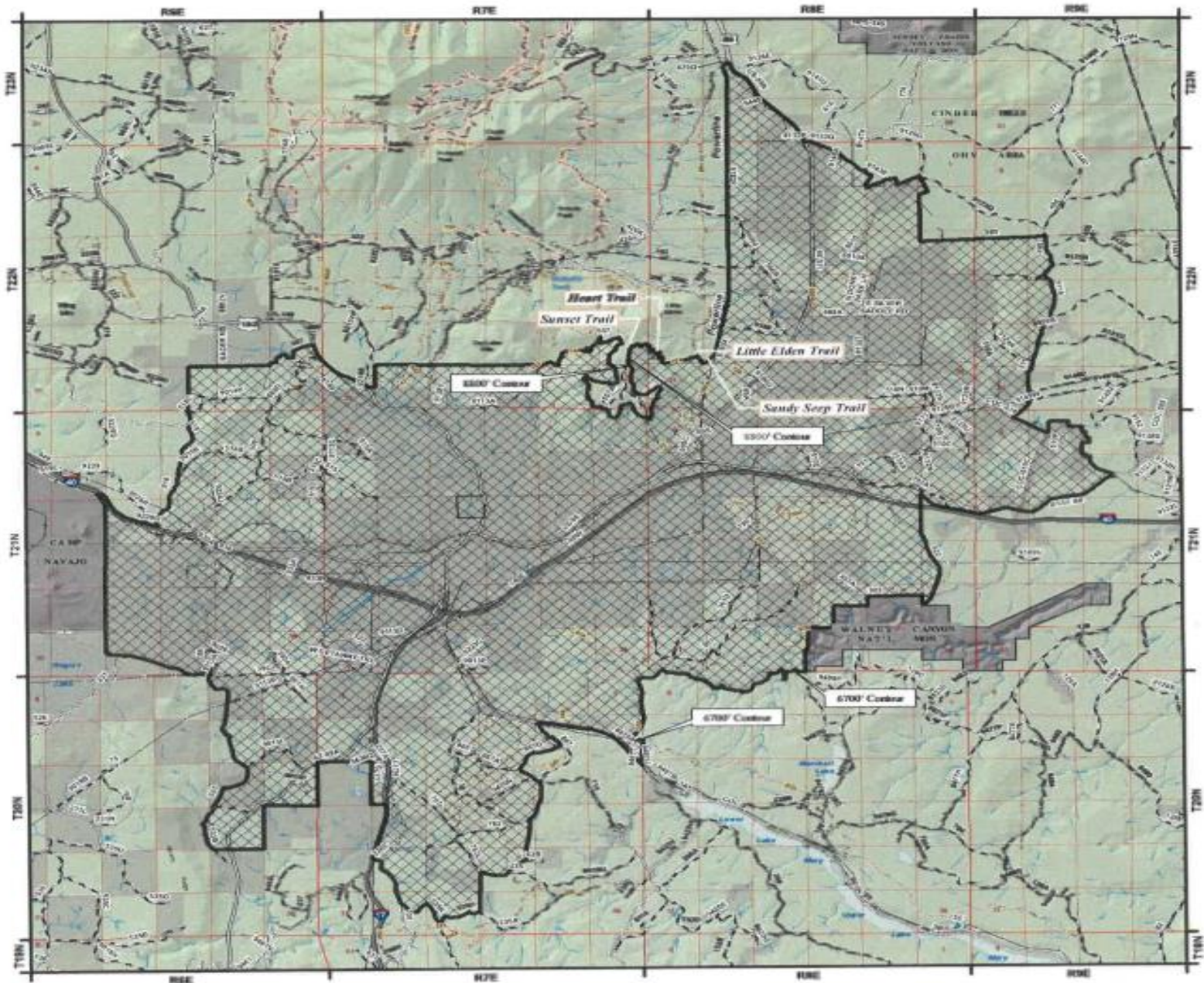


Coconino National Forest Fire and Aviation Management Program

“Above all, our focus during this fire year will be on sustaining life by protecting the people we serve.”



Camping and Campfire Restrictions - Order Number: 03-04-19-20F, Exhibit A
Coconino National Forest - Flagstaff Ranger District





Fire Prevention Strategies

- **Education**
- **Patrols**
- **Partnerships**
- **Restrictions**





Wildfire Detection

- ▶ **Lookout Towers**
- ▶ **Aerial Detection**
- ▶ **FTS Cameras**
- ▶ **Public**





Available Response Resources (USFS)

- ▶ **Engines (30)**
- ▶ **Crews (8)**
- ▶ **Water Tenders (6)**
- ▶ **Dozers (5)**
- ▶ **Leadership positions**
- ▶ **No out-of-area resources**





National Air Resources

- ▶ **25 Air tankers**
- ▶ **40 Helicopters with water drop capabilities**



COVID-19 Impacts

- ▶ **No resource benefit or prescribed fires to limit smoke exposure to firefighters and communities**
- ▶ **No out-of-area pre-positioned resources**

Questions ?



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Brad Hill, Water Services Director
Date: 05/01/2020
Meeting Date: 05/05/2020



TITLE

Flagstaff Water Services Strategic Plan 2025

STAFF RECOMMENDED ACTION:

For discussion purposes only

EXECUTIVE SUMMARY:

While Flagstaff Water Services is currently well-positioned to provide reliable services, meeting both regulatory and internal standards, I as the Director want to develop a plan that focused on the future, addressing the risks, major decisions, needed investments and opportunities that will likely arise within the next five (5) years. This is of critical importance given my impending retirement after 12.5 years with the City and the past nine (9) as Director of the Division. The plan was created by the Division's leadership team, providing their valuable perspective regarding the issues that need to be discussed and solved in the near term. The Plan contains the following elements: a Strategic Foundation that defines the Division's Mission and Behavioral Values; Business Values that describe staff's commitment to providing compelling value and services to the community; Standards that establish benchmarks for how the staff makes sound decisions and measures success; and lastly Strategic Objectives that describe a significant challenge, opportunity or proposed investment likely to arise in the next five (5) years. To ensure a proactive follow-through, staff members have been assigned to each Strategic Objective; responsible for advancing each objective and providing routine updates on their progress. It is important to note that this Plan does not reflect final policy decisions, but instead creates a context for collaborative discussions with the City Council, community leaders and the public on how to address the issues identified in the Plan.

INFORMATION:

This Strategic Plan provides an overview of the values, standards and major water issues facing Flagstaff, from the internal staff's perspective over the next 5 years. Although each of the Strategic Objectives is important, it is clear that some challenges and investments are more time-critical than others. Additionally, the staff understands that climate change must be considered in almost every aspect of the Division's planning.

In order to facilitate the development of this Plan, Water Services hired John Ruetten with Resource Trends, Inc. His company is well known in the utility industry for helping large and small water utilities in the western USA implement branding principles to develop a more integrated planning and communication framework. This framework addresses common challenges, such as transparency, culture, financial investment, public outreach, and community relationships.

Attachments: [Strategic Plan 2025](#)
[Powerpoint](#)



FLAGSTAFF
**WATER
SERVICES**



JANUARY 2020

FLAGSTAFF WATER SERVICES **STRATEGIC PLAN 2025**

 Drinking Water  Wastewater  Reclaimed Water  Stormwater *"We are Water"*



WATER SERVICES
STAFF 2018



FLAGSTAFF AND ITS WATER SERVICES DIVISION

With clean air, a cooler climate, and beautiful natural areas, Flagstaff is a great place to live and visit. Residents and visitors enjoy the many amenities Flagstaff has to offer—from the Flagstaff Urban Trails System (FUTS) of bike and pedestrian paths to the Grand Canyon to the unique biodiversity of surrounding forests. Home to Northern Arizona University and world-class research centers, Flagstaff residents are informed, passionate, and engaged in issues concerning their community.

Flagstaff Water Services is a Division of the City of Flagstaff and is an integral part of the community. Reliable water service is critical to maintaining the local economy and high quality of life. The following Strategic Plan provides an overview of the water issues and actions necessary to address the aging of the water system and system reliability, growth, and the increasing challenges associated with climate change.

PURPOSE OF THIS STRATEGIC PLAN

Flagstaff Water Services is currently well-positioned to provide reliable services, meeting both regulatory and internal standards. However, the 2025 Strategic Plan focuses on the future, addressing the risks, major decisions, needed investments, and opportunities likely to arise within the plan's five-year horizon. Specifically, this Strategic Plan is designed to meet the following objectives:

- Provide a substantive and easy to read overview of the water issues facing Flagstaff
- Identify the major challenges, strategic objectives, and needed investments likely to come up during the five-year planning horizon
- Increase confidence among the Flagstaff City Council and the community that Flagstaff Water Services is addressing future risks, opportunities, and needed investments (such as in infrastructure or staffing)
- Establish a basis for future community dialogue on specific water issues in Flagstaff
- Ensure that strategic objectives are aligned with the Division's mission, values, standards, City Council goals, and the appropriate elements of Flagstaff's Climate Change Action and Adaptation Plan
- Outline the financial implications of the issues described in this Strategic Plan



"We are Water"

ELEMENTS OF THE STRATEGIC PLAN

Strategic Foundation – The Division’s Mission and Behavioral Values define its fundamental roles and the way it conducts business with its customers, the community, and the region.

Business Values – The Division’s Business Values describe its commitments to provide compelling value, for example highly reliable water service, high quality water, and protecting the environment. They establish a consistent framework for developing more detailed standards, identifying issues, assessing risks, evaluating and implementing solutions, and communicating in a meaningful way.

Standards – In order to provide consistent value, it is critical that the Division develop and comply with standards. A standard is simply a rule, a level of quality, or an achievement that is considered acceptable or desirable. The Division standards drive its activities, decisions, and proposed investments. Some of these standards are legal or regulatory, for example complying with the Safe Drinking Water Act, and others are developed internally by the Division and refined in collaboration with the City Council and the community.

Strategic Objectives – The Strategic Objectives outlined in this plan describe a significant challenge, opportunity, or proposed investment likely to arise during the planning horizon. In general, they do not address tasks that are part of normal utility operations. The information provided in each Strategic Objective does not reflect a final policy decision but creates a context for collaborations with the City Council, community leaders, and the public. These collaborations could result in a decision to invest in solving a problem or modify the relevant standards and timing.

STRATEGIC FOUNDATION

MISSION

To professionally and cost effectively provide water, wastewater, and stormwater services that meet the present and future environmental, health, and safety needs of the staff and the community.

BEHAVIORAL VALUES

We are guided in our daily decisions and activities by these values:

Integrity

We are transparent, honest, and ethical in all of our communications and our actions

Respect

We thoughtfully consider each other’s differences and opinions

Commitment

We strive to meet high standards of service and reliability

Responsibility

We are accountable for our behaviors, actions, and use of public resources

Collaboration

We listen and openly share our ideas to achieve better decisions and outcomes







Leadership

We are proactive in protecting the interests of our staff, customers and community

BUSINESS VALUES



Business Values describe the Division’s commitments to provide compelling value to the residents and businesses it serves. These Business Values establish a consistent framework for developing more detailed standards, identifying issues, assessing risks, and evaluating and implementing solutions. The Division’s commitments to provide value are as follows:

-  **Sound Planning and Appropriate Investment**
-  **Reliable Water Supplies and Water Service**
-  **Protecting Public Health and the Environment**
-  **Exceptional Customer Service**
-  **Sound Financial Management, Increasing Efficiency**
-  **Transparency and Community Engagement**



BUSINESS VALUES

The following narrative briefly describes Flagstaff Water Services' Business Values and the significant standards that apply to these values.

SOUND PLANNING:

The foundation for reliable water services is sound planning. The Division's planning process is based on having a long-term view, identifying key standards, and assessing and mitigating risks. Specifically, the Division concentrates on two essential issues: adequate resources and reliable infrastructure. Resource planning must account for water-supply challenges arising from population growth and the direct and indirect effects of climate change. Infrastructure planning must ensure that pipes, pumps, treatment plants, and sewer and stormwater systems are proactively maintained. By planning for changing environmental conditions and anticipating future regulations, the Division will continue to meet our standards of water reliability, high quality water, flood hazard mitigation and protection of the environment.

APPROPRIATE INVESTMENT:

Providing reliable services requires funding that covers today's operational costs and invests in maintaining cost-effective services in the future. Consequently, rates and fees must cover current operations and infrastructure maintenance and replacement, needed capital investments, and provide for a highly qualified, trained and resilient workforce. Securing adequate funding requires that Division managers and staff are trusted, and that their investment proposals are compelling.

HIGHLY RELIABLE WATER SUPPLIES AND WATER SERVICE:

Water reliability is the foundation for Flagstaff's economy and high quality of life. Therefore, the Division's planning and investment must ensure that the risk of a sustained water shortage is extremely low. To meet this standard into the future, the Division is looking for opportunities to diversify the water-supply portfolio, increase water-use efficiency, and increase the use of reclaimed water. Additionally, with continued investment in treatment capacity made in time to meet future needs, the Division can continue to deliver highly reliable water service.

PROTECTING PUBLIC HEALTH AND THE ENVIRONMENT:

Protecting public health begins with providing high quality drinking water, reclaimed water, and adequate stormwater infrastructure. The Division complies with all state and federal drinking water, reclaimed water and stormwater regulations. Providing tap water that is fit for drinking and reclaimed water that matches the intended use requires managing the quality

of water sources, employing state-of-the-art water purification processes, paying close attention to facility operations and maintenance, and conducting rigorous water-quality testing. The Division's efforts are supported by involvement in industry associations, keeping abreast of the latest water-quality research and best practices.

Beyond water quality issues, the Division protects public and environmental health by keeping wastewater in the pipes, and as a minimum meeting all Sanitary Sewer Overflow (SSO) regulations. However, meeting the health and environmental needs of the community does not end with regulatory compliance. Stormwater infrastructure and regulations protect public health and our ecosystems by mitigating the impact of flooding and reducing the pollutants carried by stormwater.

EXCEPTIONAL CUSTOMER SERVICE:

The Division, in partnership with the City, provides timely, courteous and responsive service to its residential and business customers. This includes 24/7 support, offering customers the option to get information or solve problems online, on the phone, or in person. To accomplish this, the Division is developing a comprehensive data system to resolve problems and identify future needs.

SOUND FINANCES, INCREASING EFFICIENCY:

The Division's financial standards ensure that it has the financial strength to provide the reliable service that customers expect, and the stability to avoid unexpected rate spikes. This includes finances that are resilient to economic downturns, changes in water demands, and natural disasters. Financial practices and reserves earn favorable credit ratings, which facilitates access to low interest rates on financed infrastructure improvements. Combined with aggressively pursuing grant funding and its culture of improving efficiency, the Division's financial practices keep rates as low as possible while maintaining essential investment in the water system.

TRANSPARENCY AND COMMUNITY ENGAGEMENT:

By providing easy access to information and timely responses to customer inquiries, the Division creates an environment that fosters public trust and allows customers to easily understand its roles, values, priorities and strategic plans. This creates long-term and mutually beneficial relationships with customers, the media and other influential stakeholders, and leads to standards of service that meet the needs of the community. The Division adopts a culture of partnering and information-sharing with other agencies toward common goals and objectives.

ASSESSING AND MITIGATING RISKS

Reliable water, wastewater and stormwater services are critical to sustaining the economy and high quality of life, which means that the cost of failure is high. Consequently, the utility must ensure that the risks of system, water supply, and environmental failures are extremely low. Meeting this objective requires that the Division set clear performance standards and be diligent in assessing water resources, managing its water treatment plants, performing water quality testing, and maintaining water delivery and collection system infrastructure.

STRATEGIC OBJECTIVES

USING STRATEGIC OBJECTIVES TO DESCRIBE THE FUTURE – The Division’s Strategic Plan employs several criteria for assessing future challenges and opportunities. These criteria include the following:

- Making sure that the Division remains compliant with current regulations and standards
- Responding to changes in water demands, environmental conditions, and the conditions of assets
- Anticipating and planning for changes in regulations and internal standards
- Addressing evolving community needs and taking advantage of opportunities to increase efficiency

Assessing the Division’s operations and capital programs using the criteria above has led to the development of a series of Strategic Objectives that address future performance to standards, or opportunities to increase efficiency. They do not represent final decisions, rather they are designed to provide a compelling argument for the proposed analyses or actions. Furthermore, they establish a framework for the Division’s staff to continue clarifying the issues and establishing priorities, collaborating with experts, and leading a dialogue with the City Council and the community about needed investments and the urgency of these investments.



SUMMARY OF STRATEGIC OBJECTIVES – The Objectives in this Plan address the following important issues:

1. Use Standards and Data to Drive Decision Making
2. Address Wildcat Hill Water Reclamation Plant Capacity
3. Protect the Water System for Wildfire Threat
4. Upgrade Stormwater System and Increase Maintenance
5. Accelerate Infrastructure Maintenance and Replacement
6. Ensure Adequate Water Resources and Plan for Climate Change
7. Maintain Excellent Water Quality
8. Improve Compliance with Environmental Standards and Protections
9. Enhance Communications and Customer Service
10. Address Critical Workforce Issues

FINANCIAL IMPLICATIONS – The Strategic Objectives outline the challenges facing Flagstaff Water Services and the community within the 5-year planning horizon and beyond. Implementing solutions will require significant financial resources. The magnitude of these resources, their impact on current budgets, and their potential effect on rates will be provided during future discussions with the Water Commission, the City Council, and the community.



PLANT OPERATOR MONITORS
TREATMENT PROCESS

OBJECTIVE 1: USE STANDARDS AND DATA TO DRIVE DECISION MAKING

RELEVANT STANDARDS

- Secure community support for appropriate investment in water resources and infrastructure
- Emphasize standards in decision making and communications
- Use data to enhance operational performance and decision making
- Maintain involvement in statewide water industry associations

BACKGROUND

The Division's Business Values provide a framework for planning and investing appropriately in water services and the environment. Appropriate investment is defined by specific standards, or levels of service. Planning and proposed investments should be based on the confluence of these standards and accurate data, specifically related to environmental conditions and the condition of water assets.

CHALLENGE/OPPORTUNITY

Flagstaff Water Services needs to prioritize the process of clarifying its standards, highlighting standards in communications and decision making, and enhancing the data available for decision making. With respect to data, the current challenge is to define the most relevant data and develop more automated ways

to collect, store, organize, utilize, and share this data.

SPECIFIC RESPONSES

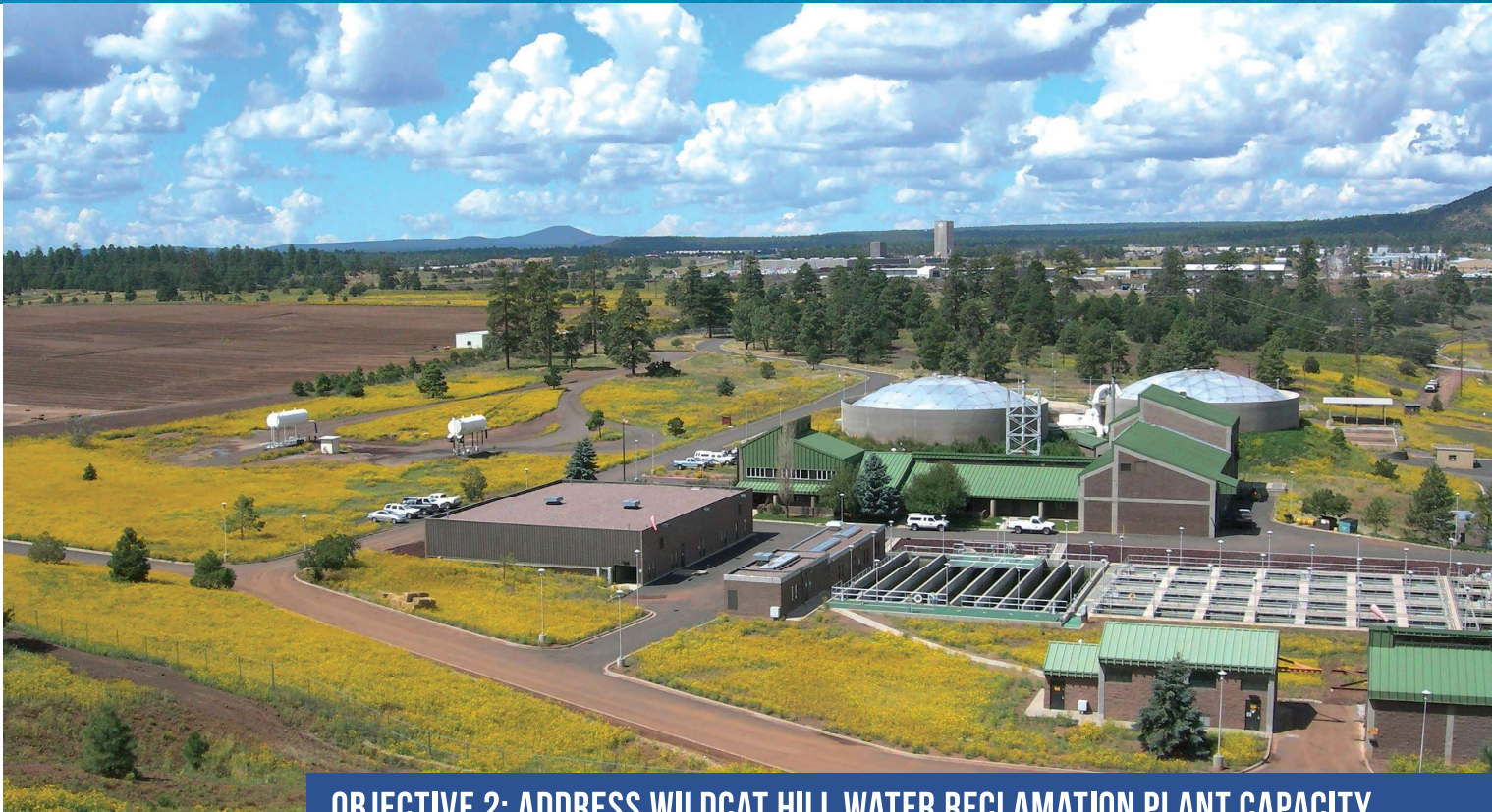
- Increase emphasis on standards in problem solving at all levels of the organization, effectively building a culture based on the Division's standards.
- Preface all planning discussions and investment proposals with the relevant standards
- Develop a critical information/data list for key functions, including water production, maintenance, water usage, water quality, stormwater management, and wastewater treatment
- Automate the work-order system and the Bi-Weekly Reports
- Use GIS, CMMS, SCADA, and other SMART technologies to optimize and automate the collection and sharing of data and information and billing for those services.
- Maximize the use of GIS to organize data with respect to geographic location
- Employ accurate, organized usage data methods for billing and planning needs

TIMING CONCERNS

This is an ongoing but important effort to enhance performance and decision making



"We are Water"



OBJECTIVE 2: ADDRESS WILDCAT HILL WATER RECLAMATION PLANT CAPACITY

RELEVANT STANDARDS

- Uninterrupted wastewater and reclaimed water services
- Adequate collection, treatment, and disposal capacity for current and future customers
- Maintain wet-weather capacity in compliance with regulatory requirements
- Efficient and cost-effective approach to maintaining assets, data-driven decision making
- Comply with current regulations and prepare for future regulations

BACKGROUND

In 2008, the Division upgraded the Wildcat Hill Water Reclamation Plant's filtration systems to produce Class A+ reclaimed water. At that time, it was decided not to add additional digester or hydraulic capacity to save costs. Digesters treat the solids in wastewater and provide the means to create Class B Sludge, which can be applied locally on City owned land. It was decided at that time not to increase the hydraulic capacity of the Wildcat Facility.

CHALLENGE/OPPORTUNITY

- The treatment plant has reached its capacity with respect to processing solids.
- The amount of water arriving at the plant has reduced over time due to various factors, including water conservation,

which means the wastewater is more concentrated, changing plant optimization parameters.

- There is no redundancy in the plant with respect to many processes, including solids processing.
- Failure of the current digesters would force the City to send sludge to the landfill, increasing costs by approximately \$240,000 per year.

SPECIFIC RESPONSES

- Look for options to buy time by increasing the effective capacity of the current digesters
- Continuing assessing plant risks (points of failure and time to repair the failure) and implementing mitigation measures to increase reliability
- Perform a cost/benefit analysis on providing redundancy in filtration or solids processing
- Review conservation goals, projected growth, and future reclaimed water demands to develop the optimum plant parameters and timing for plant upgrades

TIMING CONCERNS

The timeline for planning, designing, and constructing a new digester is 2024, with additional flow diversion to Rio de Flag WRP. Barring measures to buy more time, this process needs to start now to ensure adequate future capacity and avoid compliance issues with the Arizona Department of Environmental Quality.



NEWMAN FIRE PROTECTION,
INCIWEB IMAGE



INNER BASIN
PIPELINE ROAD

OBJECTIVE 3: PROTECT THE WATER SYSTEM FROM WILDFIRE THREAT

RELEVANT STANDARDS

- Uninterrupted water, wastewater, and reclaimed water services
- Water supply and system resilient to the effects of climate change
- Provide safe, secure, and reliable service during normal and emergency conditions

BACKGROUND

The majority of Flagstaff’s water supplies are located outside of town and in the forest. These supplies are extremely susceptible to the effects of wildfire. Climate change models indicate that the frequency of fires will increase due to higher temperatures and the lengthening of summer-like weather. This may include a higher frequency and/or severity of lightning storms, which also increases the risk of fire.

CHALLENGE/OPPORTUNITY

Wildfires are an imminent threat to water service reliability because of the potential impact on critical water assets, including electricity to pump water, system communications, and the quality of water in Upper Lake Mary (due to silty runoff from fire ravaged areas). Loss of Upper Lake Mary as a water

resource due to water quality problems would increase energy costs (pumping of additional water from aquifers).

SPECIFIC RESPONSES

- Support the funding of forest maintenance
- Increase radio redundancy and protecting radio towers to improve communication reliability
- Reduce communication risks by developing local control of water assets, including treatment plants
- Assess reliability (and rehabilitate as needed) assets for transferring water to fight fires
- Purchase land for sedimentation ponds to protect Lake Mary WTP water quality and design these ponds (Contingent on Lake Mary yield predictions given climate change)
- Continue developing increased back-up power capabilities
- Integrate increasing risks from wildfires into stormwater planning, including data collection, advanced hydrologic/hydraulic modeling and flood warning system.

TIMING CONCERNS

Wildfires should be viewed as an immediate and increasing threat caused by climate change. The responses outlined in this Strategic Objective should be a high priority for the Division.



"We are Water"



2014 FLOOD EVENT AT MILTON / BUSINESS 40 INTERSECTION



OBJECTIVE 4: UPGRADE STORMWATER SYSTEM AND INCREASE MAINTENANCE

RELEVANT STANDARDS

- Protect public health, safety, and the local environment
- Stormwater system resilient to the impacts of climate change
- Reduce stormwater drainage complaints

BACKGROUND

Flagstaff's stormwater system is separate from the sanitary sewer system and is comprised of open channels (both natural and man-made) that convey large amounts of stormwater through culverts/pipes that allow stormwater to cross under roads and catch basins that capture and guide stormwater into an underground network of pipes. For the system to function properly, it must be well maintained (clear of debris) and be sized to meet the type and magnitude of storms that occur in Flagstaff. The Stormwater Section is the delegated authority managing the National Flood Insurance Program for the City.

CHALLENGE/OPPORTUNITY

Consistent with climate change models, the intensity of rainstorms in Flagstaff has been increasing. Flagstaff has experienced "100-Year" storms in 2014, 2016, 2018, and a "1000-Year" storm in 2018. Clearly, storms that were considered very unlikely may now be much more frequent or even the norm. Storms are typically categorized in terms of likely frequency, for example a 10-Year or 100-Year storm. Also, wildfires increase the risks of flooding. These conditions highlight a variety of problems, including:

- Flagstaff's current stormwater control system is under-sized, and in certain areas cannot meet the requirements of what was previously defined as a 10-Year storm, let alone a 100-Year storm.
- Over the last 5 years, the number of drainage complaints has reached 350, and overall damage estimates/insurance claims are unknown.
- Maintenance is a problem. Many drainage complaints are due

to a clogged system.

- Floodplain policies and regulations need updating. Both old and new construction do not meet current grading and drainage regulations, which increases damage during storms. To the dismay of owners, some new homes are being flooded.
- The existing stormwater system is not completely documented, which makes it difficult to administer the National Flood Insurance program.
- These concerns are above and beyond the downtown flooding being addressed by the Army Corps of Engineers' Rio de Flag project.

SPECIFIC RESPONSES

- Continue data collection to improve understanding of Flagstaff hydrology on the configuration and condition of the stormwater system
- Ensure that system maintenance is adequately specified and funded
- Update current policies, process and enforcement of grading and drainage regulations for new construction. Ensure sufficient staffing to review plans, permits and final inspections
- Re-set the storm categorization system to reflect the changing reality of climate change
- Conduct a risk analysis of the stormwater system based on recent storms and damage
- Develop a comprehensive stormwater infrastructure computer model to enhance decision-making
- Prioritize upgrades to the stormwater system based on risk analyses

TIMING CONCERNS

All indications are that "100-year" storms are now regular occurrences and may get worse in the near term. Damage will increase if this issue is not addressed expeditiously. Identifying and addressing the greatest vulnerabilities should be a high priority.



OBJECTIVE 5: ACCELERATE INFRASTRUCTURE MAINTENANCE AND REPLACEMENT

RELEVANT STANDARDS

- Uninterrupted water, wastewater, reclaimed water, and stormwater services
- Maintain appropriate water system redundancy for both infrastructure and power
- Investment and rates based on the full cost of service, including long-term investment needs
- Efficient and cost-effective operations, including applying lifecycle cost analyses
- Accurate inventory of assets and making data-driven asset management decisions

BACKGROUND

A critical element of ensuring that water and wastewater pipes, pumps, valves, and treatment plants operate reliably and efficiently is that they are proactively maintained or replaced.

CHALLENGE/OPPORTUNITY

- Flagstaff has over 470 miles of water lines and the current rate of water line replacement is 2 miles per year. This is appropriate for now, but in the next 10 years, infrastructure that was built in the 1940's and 1950's will begin reaching the end of its useful life.
- Flagstaff's 270 miles of wastewater pipes and 5,700 manhole covers are experiencing higher rates of corrosion because of water conservation efforts (which increases the concentration of wastewater and corrosive gases in the pipes). The current rate of manhole replacement is only 5 per year.
- The Lake Mary Water Treatment Plant and Woody Mountain Booster Station are operating with the same sedimentation basins and sand clarifier equipment, respectively, installed in the 1960's.

- The North Reservoir Filtration Plant's filters have not been upgraded in over thirty years.
- Portions of the pipelines delivering water to these facilities are 100 years old and need replacement.

SPECIFIC RESPONSES

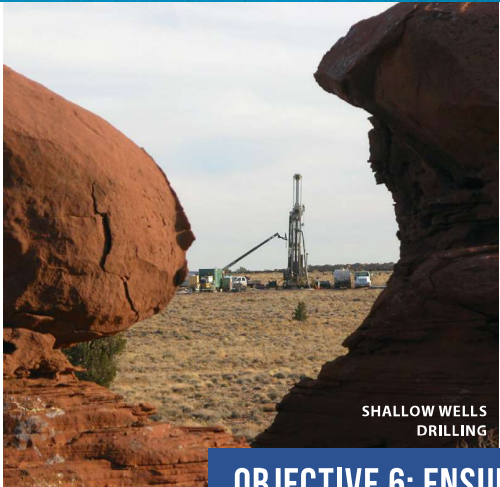
- Continue making asset management decisions based on G.I.S. data, inspection data, the function of the asset, and the ramifications of asset failure
- Begin ramping funding for water mains replacement, reaching 3 miles per year by 2030.
- Increase the inspections and data on corrosion of wastewater pipes and manhole covers, and recommend updated maintenance procedures and increased funding.
- Continue developing a more systematic process for capturing data on gas detectors, pumps, and other critical components in water, wastewater, and recycled water treatment plants
- Begin concept design to "loop" the recycled water system to increase redundancy and reliability
- Develop a more comprehensive risk assessment of potable water wells (based on age/condition)
- Upgrade the Lake Mary Water Treatment Plant sedimentation basins, Woody Mountain Booster Station sand clarifier, and North Reservoir Filtration Plant filters.
- Determine the best approach for Inner Basin pipeline replacement.

TIMING CONCERNS

Infrastructure maintenance and replacement will be an increasing concern over the next 10 years. Planning for this eventually needs to begin in 2020.



"We are Water"



OBJECTIVE 6: ENSURE ADEQUATE WATER RESOURCES AND PLAN FOR CLIMATE CHANGE

RELEVANT STANDARDS

- Maintain 100-year Adequate Water Supply Designation as administered by the AZ Department of Water Resources
- Ensure that the risk of a sustained water delivery shortage is extremely low
- Continue to build resiliency in water supplies and infrastructure systems with specific attention to the forecasted effects of climate change
- Maintain a diverse and redundant water-supply portfolio, including optimizing the use of reclaimed water
- Encourage efficient water use while maintaining quality of life
- Conduct water loss assessments, per AWWA standards

BACKGROUND

Flagstaff's water supply currently comes from three sources, Upper Lake Mary, pumping water from deep aquifers (approximately 1000-2,000 feet below the ground), and reclaimed water. Upper Lake Mary has always been a highly variable supply, its yield determined by yearly snowpack and precipitation. The deep well aquifers have provided a reliable source of high-quality water. Flagstaff residents and businesses have cut water use per-capita by over 50% since 1989.

CHALLENGE/OPPORTUNITY

- Climate change models indicate accelerating uncertainty about yearly snowpack and precipitation, potentially decreasing the availability of Upper Lake Mary as a water resource and impacting aquifer levels.
- Loss of Upper Lake Mary would increase costs due to pumping of additional groundwater and trigger the search for a new water resource.
- Although Flagstaff currently maintains its 100-year Adequate Water Supply Designation, the City pumps more groundwater in certain well fields than is naturally replenished by snowpack and rain.
- Future natural replenishment could decrease significantly with climate change.

- Increased temperatures and "longer summers" will increase overall water demand.
- Water resources planning and engineering codes must consider future conservation efforts, including the effects of "demand hardening" on supply reliability and the impacts on wastewater collection and treatment.

SPECIFIC RESPONSES

- Update planning with respect to Flagstaff's water resource and climate change impacts, including updating the risks associated with current water resources and the 100-year supply designation (Water Resources Master Plan)
- Update predictions on the ongoing yield of Upper Lake Mary based on climate change considerations
- Increase monitoring and management of aquifer water levels through strategic operations and better understanding of recharge rates and its locations.
- Continue promoting water-use efficiency, as per the adopted 2020 Water Conservation Strategic Plan
- Increase the use of reclaimed water, including recharge to augment groundwater supplies and evaluating other options, such as Direct Potable Reuse.
- Develop measures that establish a sustainable water budget, or safe yield of groundwater by 2033 (the 20-year period established by ADWR in the Adequate Water Supply Designation)
- Work to foster a continued community conservation ethic to ensure future supply reliability (considering the impacts of demand hardening on reliability, the wastewater treatment system, and reclaimed water).
- Enhance communications on climate change and water resources, including clearing up confusion related to the difference between infrastructure and water resource limitations

TIMING CONCERNS

Climate change is accelerating, resulting in increased uncertainty in water supply issues, indicating more aggressive planning and communications should begin now.



OBJECTIVE 7: MAINTAIN EXCELLENT WATER QUALITY

RELEVANT STANDARDS

- Meet or surpass drinking water regulations
- Meet customer needs in terms of taste, odor, and consistency
- Comprehensive knowledge of local sources of contamination
- Broad industry knowledge of water quality issues, best practices, and future regulations
- Ensure that reclaimed water quality meets the needs of intended use

BACKGROUND

Flagstaff enjoys high quality water in part due to the fact that 70% of potable water comes from deep well aquifers. While groundwater requires little treatment, surface water passes through multiple treatment steps prior to distribution. Water from Upper Lake Mary requires more treatment than groundwater and is also more susceptible to environmental factors such as wildfires and reduced snowpack due to climate change.

CHALLENGE/OPPORTUNITY

Due to Flagstaff's water sources, drinking water quality is typically not a major concern. As most of Flagstaff's water sources (wells) are located in the forest and transported into town through pipelines, water quality challenges are primarily infrastructure and environmentally related, as mentioned in Strategic Objectives 3 & 5. Water quality for Upper Lake Mary becomes an issue due to the runoff implications of wildfire.

With groundwater wells relied upon to provide high quality water for specific neighborhoods, the need for local or proximal redundancy exists due to risk of single points of failure with a specific well. Loss of high-producing wells in strategic locations

could lead to local water quality degradation in isolated neighborhoods.

Many communities are dealing with Contaminants of Emerging Concern (CECs), which are unregulated. In 2013, the City Manager convened an advisory panel of national, state and local experts to help understand what CECs mean locally. The panel determined after their five-year study that there is no evidence at the present time that the continued use of reclaimed water in Flagstaff poses undue risk to human health. However more attention to CECs will occur when considering indirect or direct potable reuse.

SPECIFIC RESPONSES

The Water Services Division will continue its efforts in the following areas:

- Maintain critical groundwater well equipment in reserve and where possible create redundancy in groundwater wells and/or distribution lines.
- Increase its knowledge about local water quality above and beyond what is regulated under the Safe Drinking Water Act.
- Participate with research institutions on best practices for addressing CEC's.
- Improve the quality of communications, providing clear information on current and future water quality issues and concerns.

TIMING CONCERNS

Not critical from a timing perspective. Providing high-quality water is an ongoing commitment.



"We are Water"



OBJECTIVE 8: IMPROVE COMPLIANCE WITH ENVIRONMENTAL STANDARDS AND PROTECTIONS

RELEVANT STANDARDS

- Meet requirements of the Clean Water Act, anticipate future legal/regulatory requirements
- Operate and maintain facilities to minimize impacts on the environment
- Swift response to pollutant/contaminant spills and illegal discharges
- Support watershed health, and a proactive approach to habitat protection and enhancements

BACKGROUND

Stormwater management and protecting the environment are related. However, this Strategic Objective focuses less on flood management and more on pollution. The City and the Division participate in a variety of activities that address environmental protection, many arising from standards in the Clean Water Act, including monitoring and ensuring compliance related to:

- Wastewater treatment plant discharges
- Restricting development in rural flood plains
- Run-off and discharges from construction sites and industrial facilities
- Managing flood plains and addressing sources of contaminants in these flood plains

The Low Impact Development (LID) program requires collecting and treating stormwater from impervious development sites. Flagstaff has one of the most effective LID programs in Arizona. In addition, the Division participates in mitigation and restoration of wildlife and natural habitats

CHALLENGE/OPPORTUNITY

Despite the City's and Division's successes with respect to environmental protection, there is a need for continued improvement, including the following:

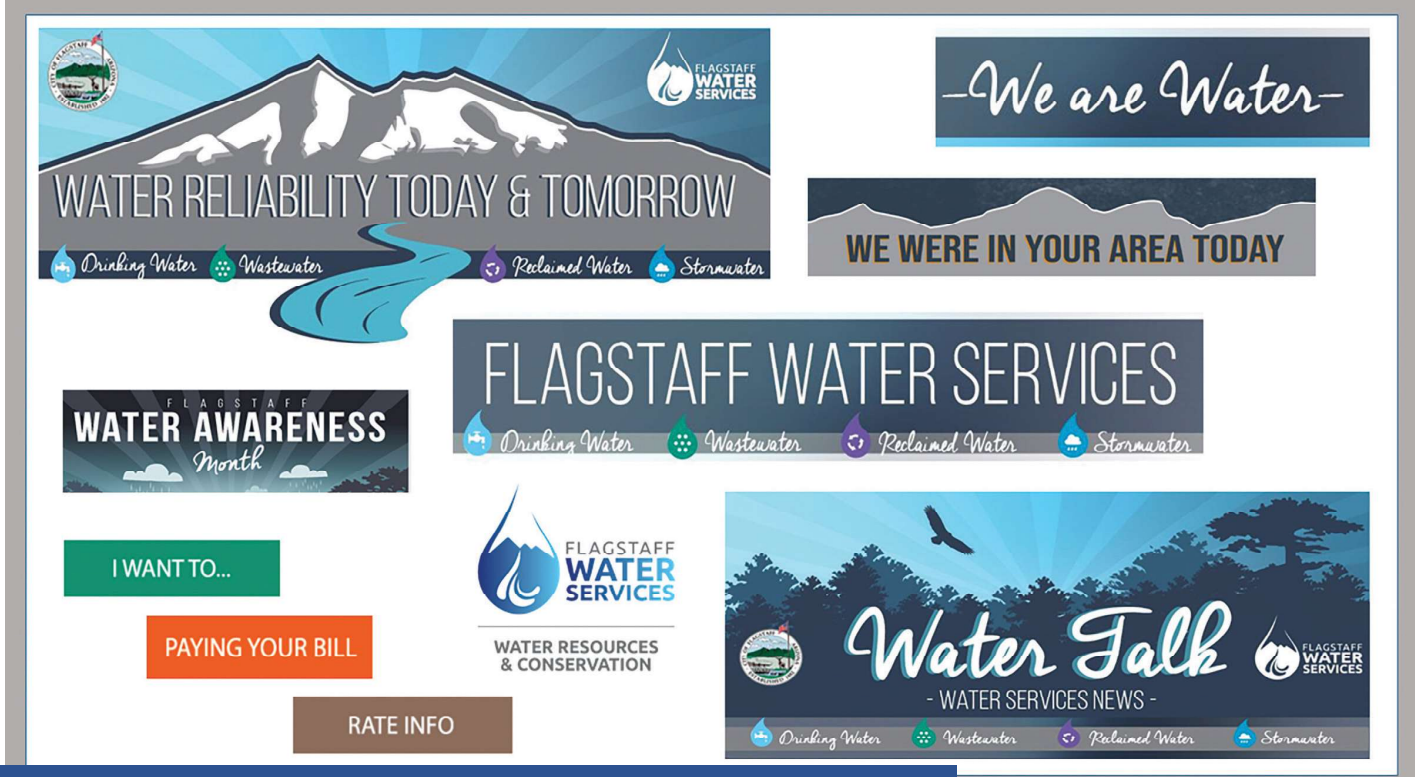
- The standards and capabilities for responding to illegal discharges are not fully developed
- Some flood channels are filled with contaminating debris, e.g. tires and old automobiles
- A better overall assessment of environmental issues in Flagstaff's watersheds is needed
- Maintaining NPDES permits related to wastewater discharges

SPECIFIC RESPONSES

- Update the Low Impact Development (LID) Code, addressing errors, emissions, and clarity
- Continue to improve the standards and response related to illegal discharges
- Develop a better assessment of wildfire issues and recommend corrective actions
- Assess the resources required to produce the Watershed and Flood Plain Management Plans
- Develop schedule for completing the Watershed and Flood Plain Management Plans
- Increase water-use efficiency through active and passive rainwater capture
- Evaluate the overall environmental impact of Water Services on our natural resources

TIMING CONCERNS

This is an ongoing effort, but improved response to illegal discharges should happen immediately.



OBJECTIVE 9: ENHANCE COMMUNICATIONS AND CUSTOMER SERVICE

RELEVANT STANDARDS

- Build a strong reputation, maintaining trust and support from the community
- Provide exceptional customer service based on clearly defined standards
- Encourage meaningful public participation in the Division's decision-making processes
- Make it easy for people to be substantively informed about critical water issues in Flagstaff
- Base communication content and outreach activities on clearly defined standards

BACKGROUND

The Division is charged with providing reliable water services and exceptional customer service. Both of these require appropriate investment in resources and infrastructure. Securing this investment requires that the Division be trusted related to its operations, planning, and investment proposals.

CHALLENGE/OPPORTUNITY

As technical organizations, many utilities struggle with defining the most effective and efficient way to communicate with policy makers, employees, and the community. Shared information is often too technical, and communication activities are often not tied to specific standards or outcomes. Customer service can be enhanced by developing standards that define a service experience we all would want.

SPECIFIC RESPONSES

- Work with City on enhancing customer service, beginning with identifying and refining standards that define the service experience
- Tie communication priorities to those developed in each Strategic Objective in this Plan.
- Develop communication standards that address customer communications, specifically water-use efficiency, emergencies, planned service outages, and neighborhood construction. These standards should also address what it means for people to be substantively informed.
- Continue Division efforts to provide brief and meaningful information to employees, policy makers, and the community that makes it easy to be substantively informed about water issues. Use this information to build stronger community relationships.
- Continue to improve investment proposals, making them clear and compelling
- Develop stronger information and messages on critical water issues, for example climate change, supply reliability, and rates affordability

TIMING CONCERNS

Climate change is accelerating, resulting in increased uncertainty in water supply issues, indicating more aggressive planning and communications should begin now.



"We are Water"



OBJECTIVE 10: ADDRESS CRITICAL WORKFORCE ISSUES

RELEVANT STANDARDS

- Maintain a culture and standards that retain high-performing employees
- Provide for a safe, collaborative, and non-hostile workplace
- Offer competitive compensation and benefits
- Proactively support professional development
- Plan and execute succession planning, minimizing vacant position times

BACKGROUND

Flagstaff Water Services employees are required to have a variety of technical skills, take on multiple responsibilities, and often operate in dangerous environments. Despite these challenges, staff members have consistently demonstrated a commitment to doing what it takes to get the job done right. Some staff are required to hold ADEQ certifications or must adhere to regulations tied to their specific profession and position.

CHALLENGE/OPPORTUNITY

The Divisions faces a variety of challenges with respect to its workforce, including the following:

- 40% employer turnover in the last 5 years due to retirement or resignations
- It's not uncommon to lose skilled employees to other utilities (e.g. the Phoenix area)
- It is increasingly difficult and time consuming to recruit qualified new employees, often taking 6-12 months to find a qualified person.
- New employee recruitment and training is more expensive than retention

- Loss of skills due to attrition or retirement decreases reliability and increases safety risks.
- There is no formal system for capturing institutional knowledge or for succession planning
- Current staffing in operational Divisions is at bare minimum, which leads to employee burnout, inability to perform desired training, and higher safety and reliability risks.
- Younger employees are looking for different working conditions, including flexible schedules and personal technologies that help them do their jobs more efficiently.

SPECIFIC RESPONSES

- Make skills development and employee retention an integral part of the culture, especially where reliability is essential, multiple skills are required, or the work environment is dangerous
- Set staffing levels to ensure proper time and attention to skills development
- Maintain strong data on pay levels and competition and provide competitive pay
- Make specific and compelling proposals for staffing levels in each work area
- Build resiliency through cross-training of staff and flexible work programs that address emergencies and unexpected events
- Develop an apprentice program for highly technical job functions

TIMING CONCERNS

Employee turnover and loss of skills is an industry-wide problem that only seems to be increasing. Without proactive measures, this means increasing reliability risks and the potential for failures that are much more costly than investing in skills and adequate staffing.



CLOSING REMARKS

This Strategic Plan provides an overview of the values, standards, and major water issues facing Flagstaff during the 5-year planning horizon. Although each of the Strategic Objectives in the Plan is important, it is clear that certain challenges and investments are more time critical than others. It's also clear that climate change must be considered in almost every aspect of water and environmental planning.

The flooding, water service reliability, and environmental risks associated with wildfires and unprecedented rainstorms are real and imminent. The solids-processing capacity, future hydraulic capacity and reliability of the Wildcat Hill Water Reclamation Plant must be addressed within the planning horizon. The nexus between climate change, water resources,

and supply reliability is a longer-term issue. However, more comprehensive data and planning needs to begin now to fully understand the safe groundwater yield and develop a model and practices to achieve a sustainable water budget. The specific effects of climate change on Lake Mary yields must be modeled, including the ramifications of losing this water resource.

Given these challenges, the Division's ability to develop clear standards and collect, share, and utilize relevant data will be critical. Finally, the Division needs to clearly communicate and discuss the issues in this Strategic Plan with the City Council and the community, especially the financial ramifications of proposed solutions.

NEXT STEPS

Brief the Water Commission and City Council on this Plan, identify staff champions for each Strategic Objective, establish an implementation process, and provide progress updates every six (6) months.

ACKNOWLEDGEMENTS

WATER SERVICES MANAGEMENT TEAM

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Monica Rabb, Stormwater Manager
Jim Janecek, P.E., Interim Stormwater Manager

FACILITATED BY:

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Drinking Water Wastewater Reclaimed Water Stormwater

"We are Water"

Water Services Strategic Plan 2025

Planning and Investing in the Future

Bradley M. Hill, R.G., Water Services Director

John Ruetten – Resource Trends





INTRODUCTION

- Director is retiring after 12.5 years with the City and 9 years leading the Water Services Division
- What can I do to be transparent walking out the door?
Asked leadership staff's willingness to create a Strategic Plan from their perspective that identifies the primary issues facing the Division – *this Plan comes from them*
- Purpose to provide foundational roadmap of the issues for City Management, City Council and the public to help guide and frame future conversations



INTRODUCTION

- Facilitate development of Plan
- Hired Resource Trends, Inc. - John Ruetten
- Known in our industry for helping large & small water utilities across the west with integrated planning, public outreach & community relations





Water Services Strategic Plan 2025

Strategic Plan Purpose and Benefits

Flagstaff Water Services is currently well-positioned to provide reliable services, meeting both regulatory and internal standards. The Strategic Plan....

- **Focuses on the future**, addressing major risks, decisions, and needed investments within a five-year horizon
- **Provides a substantive yet easy to read overview** of the water issues facing the community and the Water Services Division
- **Establishes a foundation** for additional information gathering, collaboration with the community on specific issues and investments, and final policy decisions



Water Services Strategic Plan 2025

Process

Providing the content for the Strategic Plan was a ground-up collaborative effort by managers and staff.



FLAGSTAFF AND ITS **WATER SERVICES DIVISION**



Water Services Strategic Plan 2025

Strategic Plan Elements

Strategic Foundation

- Mission
- Behavioral Values

Business Values

Standards

- Rules, levels of quality, achievements considered acceptable or desirable

Strategic Objectives

- Specific challenge, opportunity, or proposed investment



ELEMENTS OF THE STRATEGIC PLAN

Strategic Foundation – The Division’s Mission and Behavioral Values define its fundamental roles and the way it conducts business with its customers, the community, and the region.

Business Values – The Division’s Business Values describe its commitments to provide compelling value, for example highly reliable water service, high quality water, and protecting the environment. They establish a consistent framework for developing more detailed standards, identifying issues, assessing risks, evaluating and implementing solutions, and communicating in a meaningful way.

Standards – In order to provide consistent value, it is critical that the Division develop and comply with standards. A standard is simply a rule, a level of quality, or an achievement that is considered acceptable or desirable. The Division standards drive its activities, decisions, and proposed investments. Some of these standards are legal or regulatory, for example complying with the Safe Drinking Water Act, and others are developed internally by the Division and refined in collaboration with the City Council and the community.

Strategic Objectives – The Strategic Objectives outlined in this plan describe a significant challenge, opportunity, or proposed investment likely to arise during the planning horizon. In general, they do not address tasks that are part of normal utility operations. The information provided in each Strategic Objective does not reflect a final policy decision but creates a context for collaborations with the City Council, community leaders, and the public. These collaborations could result in a decision to invest in solving a problem or modify the relevant standards and timing.

STRATEGIC FOUNDATION

MISSION

To professionally and cost effectively provide water, wastewater, and stormwater services that meet the present and future environmental, health, and safety needs of the staff and the community.

BEHAVIORAL VALUES

We are guided in our daily decisions and activities by these values:

Integrity

We are transparent, honest, and ethical in all of our communications and our actions

Respect

We thoughtfully consider each other’s differences and opinions

Commitment

We strive to meet high standards of service and reliability

Responsibility

We are accountable for our behaviors, actions, and use of public resources

Collaboration

We listen and openly share our ideas to achieve better decisions and outcomes

Leadership

We are proactive in protecting the interests of our staff, customers and community



Water Services Strategic Plan 2025

Business Values

- High-Level, Service-Related Standards
- Promises to the Community
- Structure for Understanding the Utility's Actions, Motivations, and Decisions
- Framework for Developing More Detailed Standards and Identifying Issues
- Similar for Most Utilities, But Local Issues and Standards Vary



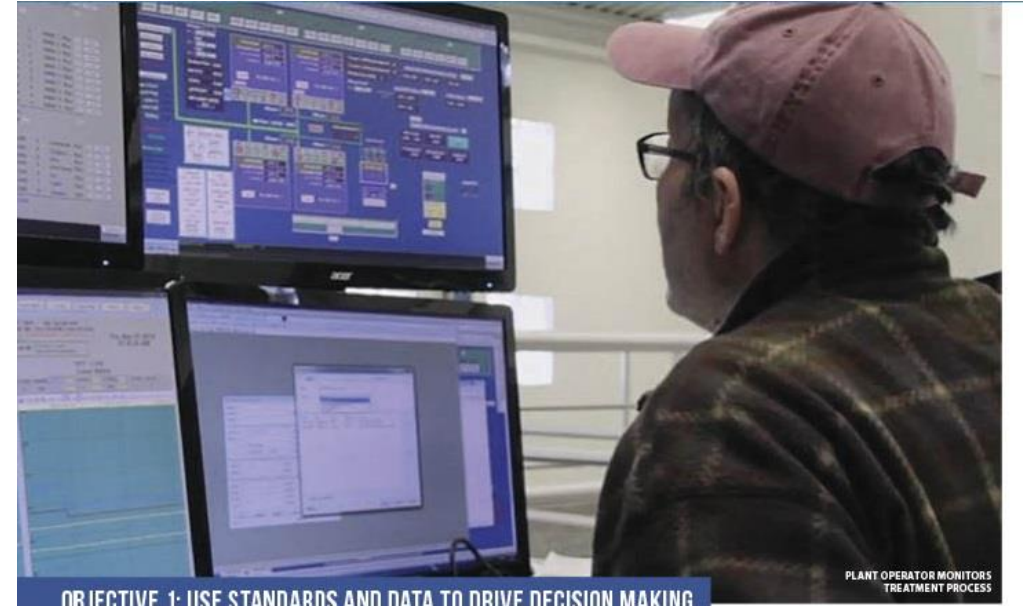
- Sound Planning and Appropriate Investment
- Reliable Water Supplies and Water Service
- Protecting Public Health and the Environment
- Exceptional Customer Service
- Sound Financial Management, Increasing Efficiency
- Transparency and Community Engagement



Water Services Strategic Plan 2025

The Power of Standards

- An Integrating Force (Organizational Glue)
- Define Value, Appropriate Investment
- Determine Investment Level
- Increase Transparency, Express Motivations
- Enhance Problem Solving
- Depersonalize, Depoliticize the Dialogue
- Empower Employees



RELEVANT STANDARDS

- Secure community support for appropriate investment in water resources and infrastructure
- Emphasize standards in decision making and communications
- Use data to enhance operational performance and decision making
- Maintain involvement in statewide water industry associations

BACKGROUND

The Division's Business Values provide a framework for planning and investing appropriately in water services and the environment. Appropriate investment is defined by specific standards, or levels of service. Planning and proposed investments should be based on the confluence of these standards and accurate data, specifically related to environmental conditions and the condition of water assets.

CHALLENGE/OPPORTUNITY

Flagstaff Water Services needs to prioritize the process of clarifying its standards, highlighting standards in communications and decision making, and enhancing the data available for decision making. With respect to data, the current challenge is to define the most relevant data and develop more automated ways

to collect, store, organize, utilize, and share this data.

SPECIFIC RESPONSES

- Increase emphasis on standards in problem solving at all levels of the organization, effectively building a culture based on the Division's standards.
- Preface all planning discussions and investment proposals with the relevant standards
- Develop a critical information/data list for key functions, including water production, maintenance, water usage, water quality, stormwater management, and wastewater treatment
- Automate the work-order system and the Bi-Weekly Reports
- Use GIS, CMMS, SCADA, and other SMART technologies to optimize and automate the collection and sharing of data and information and billing for those services.
- Maximize the use of GIS to organize data with respect to geographic location
- Employ accurate, organized usage data methods for billing and planning needs

TIMING CONCERNS

This is an ongoing but important effort to enhance performance and decision making



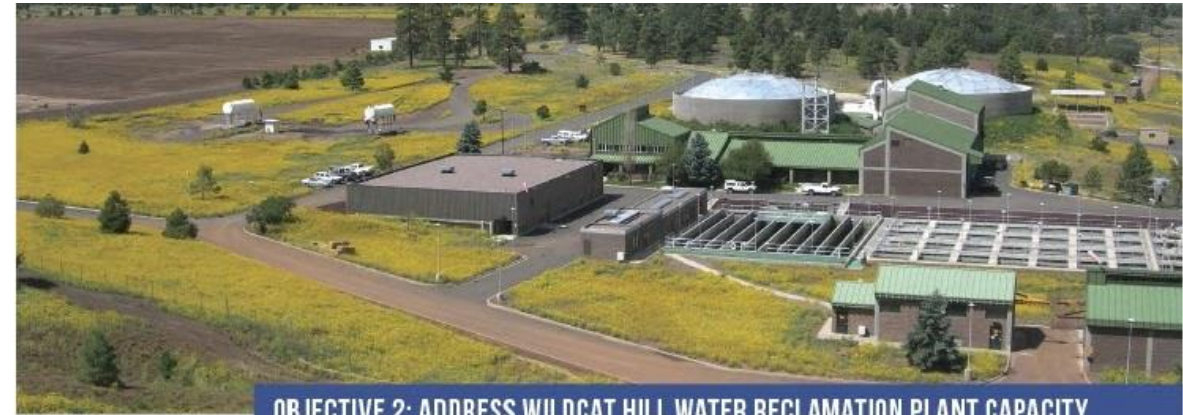
Water Services Strategic Plan 2025

Strategic Objectives

Employ criteria for assessing future challenges and opportunities. These criteria include:

- Ensuring that the Division remains compliant with current regulations and standards
- Responding to changes in water demands, environmental conditions, and asset conditions
- Anticipating and planning for changes in regulations and internal standards
- Addressing evolving community needs and taking advantage of opportunities to increase efficiency

Compelling Argument Structure



RELEVANT STANDARDS

- Uninterrupted wastewater and reclaimed water services
- Adequate collection, treatment, and disposal capacity for current and future customers
- Maintain wet-weather capacity in compliance with regulatory requirements
- Efficient and cost-effective approach to maintaining assets, data-driven decision making
- Comply with current regulations and prepare for future regulations

BACKGROUND

In 2008, the Division upgraded the Wildcat Hill Water Reclamation Plant's filtration systems to produce Class A+ reclaimed water. At that time, it was decided not to add additional digester or hydraulic capacity to save costs. Digesters treat the solids in wastewater and provide the means to create Class B Sludge, which can be applied locally on City owned land. It was decided at that time not to increase the hydraulic capacity of the Wildcat Facility.

CHALLENGE/OPPORTUNITY

- The treatment plant has reached its capacity with respect to processing solids.
- The amount of water arriving at the plant has reduced over time due to various factors, including water conservation,

which means the wastewater is more concentrated, changing plant optimization parameters.

- There is no redundancy in the plant with respect to many processes, including solids processing.
- Failure of the current digesters would force the City to send sludge to the landfill, increasing costs by approximately \$240,000 per year.

SPECIFIC RESPONSES

- Look for options to buy time by increasing the effective capacity of the current digesters
- Continuing assessing plant risks (points of failure and time to repair the failure) and implementing mitigation measures to increase reliability
- Perform a cost/benefit analysis on providing redundancy in filtration or solids processing
- Review conservation goals, projected growth, and future reclaimed water demands to develop the optimum plant parameters and timing for plant upgrades

TIMING CONCERNS

The timeline for planning, designing, and constructing a new digester is 2024, with additional flow diversion to Rio de Flag WRP. Barring measures to buy more time, this process needs to start now to ensure adequate future capacity and avoid compliance issues with the Arizona Department of Environmental Quality.



Water Services Strategic Plan 2025

Summary of Strategic Objectives

1. Use Standards and Data to Drive Decision Making
2. Address Wildcat Hill Water Reclamation Plant Capacity
3. Protect the Water System for Wildfire Threat
4. Upgrade Stormwater System and Increase Maintenance
5. Accelerate Infrastructure Maintenance and Replacement
6. Ensure Adequate Water Resources, Plan for Climate Change
7. Maintain Excellent Water Quality
8. Improve Compliance with Enviro. Standards and Protections
9. Enhance Communications and Customer Service
10. Address Critical Workforce Issues

Objective 3: PROTECT THE WATER SYSTEM FROM WILDFIRE THREAT

RELEVANT STANDARDS

- Uncontaminated water, wastewater, and reclaimed water services.
- Water supply and system resilient to the effects of climate change.
- Provide safe, secure, and reliable service during normal and emergency conditions.

BACKGROUND

The majority of Flagstaff's water supplies are located outside of town and in the forest. These supplies are extremely susceptible to the effects of wildfires. Climate change models indicate that the frequency of fires will increase due to higher temperatures and the lengthening of summer fire weather. This may include a higher frequency and/or severity of lightning storms, which also increases the risk of fire.

CHALLENGE/OPPORTUNITY

Wildfires are an imminent threat to water service reliability because of the potential impact on critical water assets, including electric to pump water, system communications, and the quality of water in Upper Lake Mary (due to its proximity from fire-impacted areas). Loss

resource due to water quality problems would mean costs (opening of additional water from aquifers).

SPECIFIC RESPONSES

- Support the funding of forest maintenance.
- Increase radio redundancy and protecting radio; improve communication reliability.
- Reduce communication risks by developing local water assets, including treatment plants.
- Assess reliability and resiliency to see if assets are transferring water to fight fires.
- Purchase land for sedimentation ponds to protect WTP water quality and design three ponds, East Lake Mary and predict climate change.
- Continue developing increased back-up power.
- Integrate increasing risks from wildfires into asset planning, including data collection, advanced hydraulic modeling and flood warning system.

TIMING CONCERNS

Wildfires should be viewed as an immediate and in the future caused by climate change. The consequences

Objective 4: UPGRADE STORMWATER SYSTEM AND INCREASE MAINTENANCE

RELEVANT STANDARDS

- Protect public health, safety, and the local environment.
- Stormwater system resilient to the impacts of climate change.
- Reduce stormwater drainage complaints.

BACKGROUND

Flagstaff's stormwater system is separate from the sanitary sewer system and is comprised of open channels, both natural and man-made that convey large amounts of stormwater through culverts/and catch basins. The system is old and needs to be upgraded. The system is not well maintained and the system is not well understood. The system is not well understood and the system is not well maintained. The system is not well understood and the system is not well maintained.

SPECIFIC RESPONSES

- Continue data collection to improve understanding of Flagstaff hydrology on the configuration and condition of the stormwater system.
- Ensure that system maintenance is adequately specified and funded.
- Update current policies, process and endorsement of grading and drainage regulations for new construction. Ensure sufficient staffing to review plans, permits and final inspections.
- Re-use the stormwater system to reflect the changing reality of climate change.
- Conduct a risk analysis of the stormwater system based on recent storms and damage.
- Develop a comprehensive stormwater infrastructure computer model to enhance decision-making.
- Revisit updates to the stormwater system based on risk analysis.

TIMING CONCERNS

All risk analysis are that "100-year" storms are now regular occurrences and may get worse in the near future. Damage will increase if this issue is not addressed expeditiously identifying and addressing the greatest vulnerabilities should be a high priority.

Objective 5: ACCELERATE INFRASTRUCTURE MAINTENANCE AND REPLACEMENT

RELEVANT STANDARDS

- Uncontaminated water, wastewater, reclaimed water, and stormwater services.
- Maintain appropriate water system redundancy for both infrastructure and power.
- Investment and rates based on the full cost of service, including long-term investment needs.
- Investment and rates based on the full cost of service, including long-term investment needs.
- Accurate inventory of assets and making data-driven asset management decisions.

BACKGROUND

A critical element of ensuring that water and wastewater pipes, pumps, valves, and treatment plants operate reliably and efficiently is that they are proactively maintained or replaced.

CHALLENGE/OPPORTUNITY

- Flagstaff has over 420 miles of water lines and the current rate of water line replacement is 2 miles per year. This is appropriate for new, but for the next 10 years, infrastructure that was built in the 1940s and 1950s will begin reaching the end of its useful life.
- Flagstaff's 270 miles of wastewater pipes and 5,700 manhole covers are experiencing higher rates of corrosion because of water conservation efforts (which increases the concentration of wastewater and corrosive gases in the pipes). The current rate of manhole replacement is only 5 per year.
- The Lake Mary Water Treatment Plant and Woods Mountain Booster Station are operating with the same sedimentation basins and sand clarifier equipment respectively installed in the 1960s.

SPECIFIC RESPONSES

- The North Resource Filtration Plant's filters have not been upgraded in over thirty years.
- Portions of the pipelines delivering water to these facilities are 100-year old and need replacement.
- Continue making asset management decisions based on C.I.R. data, inspection data, the function of the asset, and the ramifications of asset failure.
- Begin targeting funding for water mains replacement, reaching 3 miles per year by 2025.
- Increase the inspection and data on condition of wastewater pipes and manhole covers, and recommend updated maintenance procedures and increased funding.
- Continue developing a more systematic process for capturing data on gas detectors, pumps, and other critical components in water, wastewater, and recycled water treatment plants.
- Begin conceptual design to "plug" the recycled water system to increase redundancy and reliability.
- Develop a more comprehensive risk assessment of potable water wells based on age/condition.
- Upgrade the Lake Mary Water Treatment Plant sedimentation basins, Woods Mountain Booster Station sand clarifier, and North Resource Filtration Plant filters.
- Determine the best approach to treat basin pipeline replacement.

TIMING CONCERNS

Infrastructure maintenance and replacement will be an increasing concern over the next 10 years. Planning for this eventually needs to begin in 2025.

Objective 6: ENSURE ADEQUATE WATER RESOURCES, PLAN FOR CLIMATE CHANGE

RELEVANT STANDARDS

- Uncontaminated water, wastewater, and reclaimed water services.
- Water supply and system resilient to the effects of climate change.
- Provide safe, secure, and reliable service during normal and emergency conditions.

BACKGROUND

The majority of Flagstaff's water supplies are located outside of town and in the forest. These supplies are extremely susceptible to the effects of wildfires. Climate change models indicate that the frequency of fires will increase due to higher temperatures and the lengthening of summer fire weather. This may include a higher frequency and/or severity of lightning storms, which also increases the risk of fire.

CHALLENGE/OPPORTUNITY

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resource due to water quality problems would mean costs (opening of additional water from aquifers).

SPECIFIC RESPONSES

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- Assess reliability and resiliency to see if assets are transferring water to fight fires.
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TIMING CONCERNS

Wildfires should be viewed as an immediate and in the future caused by climate change. The consequences



Water Services Strategic Plan 2025

Implementing the Plan

- Interested in Water? Read the Plan!
- Strategic Plan Champions Assigned
- Progress Reports Every 6 Months
- Sharing New Information and Data
- Specific Investment Proposals
- Collaboration, Community Outreach



OBJECTIVE 9: ENHANCE COMMUNICATIONS AND CUSTOMER SERVICE

RELEVANT STANDARDS

- Build a strong reputation, maintaining trust and support from the community
- Provide exceptional customer service based on clearly defined standards
- Encourage meaningful public participation in the Division's decision-making processes
- Make it easy for people to be substantively informed about critical water issues in Flagstaff
- Base communication content and outreach activities on clearly defined standards

BACKGROUND

The Division is charged with providing reliable water services and exceptional customer service. Both of these require appropriate investment in resources and infrastructure. Securing this investment requires that the Division be trusted related to its operations, planning, and investment proposals.

CHALLENGE/OPPORTUNITY

As technical organizations, many utilities struggle with defining the most effective and efficient way to communicate with policy makers, employees, and the community. Shared information is often too technical, and communication activities are often not tied to specific standards or outcomes. Customer service can be enhanced by developing standards that define a service experience we all would want.

SPECIFIC RESPONSES

- Work with City on enhancing customer service, beginning with identifying and refining standards that define the service experience
- Tie communication priorities to those developed in each Strategic Objective in this Plan.
- Develop communication standards that address customer communications, specifically water-use efficiency, emergencies, planned service outages, and neighborhood construction. These standards should also address what it means for people to be substantively informed.
- Continue Division efforts to provide brief and meaningful information to employees, policy makers, and the community that makes it easy to be substantively informed about water issues. Use this information to build stronger community relationships.
- Continue to improve investment proposals, making them clear and compelling
- Develop stronger information and messages on critical water issues, for example climate change, supply reliability, and rates affordability

TIMING CONCERNS

Climate change is accelerating, resulting in increased uncertainty in water supply issues, indicating more aggressive planning and communications should begin now.



Water Services Strategic Plan 2025

Financial Implications, Closing Remarks

- The impacts of climate change are accelerating.
- The reclamation plant upgrade, addressing wildfire threats, stormwater system upgrade, and the need to accelerate infrastructure maintenance will take significant resources.
- Specific investment needs will be addressed with specific project and rate proposals and the budgeting process.
- The Water Resource Division is committed to working with the Water Commission, the City Council, and the community to appropriately invest in the future of Flagstaff.



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 05/01/2020
Meeting Date: 05/05/2020



TITLE

City Manager Report

STAFF RECOMMENDED ACTION:

Information Only

EXECUTIVE SUMMARY:

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization.

INFORMATION:

Attachments: City Manager Report

City Manager's Report

April 30, 2020

Council and Colleagues, Greetings.

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization. In no particular order...

Emergency Grant Funding for the Local Arts, Culture and Community Science

At the budget retreat Council heard about a \$100,000 reallocation of capital Art & Science projects to an Emergency Grant Funding for the Local Arts, Culture and Community Science Sectors to provide relief for the large losses in revenue due to closed theaters and cancelled events. Council was very supportive of the idea.

We wanted to provide a detailed list of the capital projects included in this reallocation

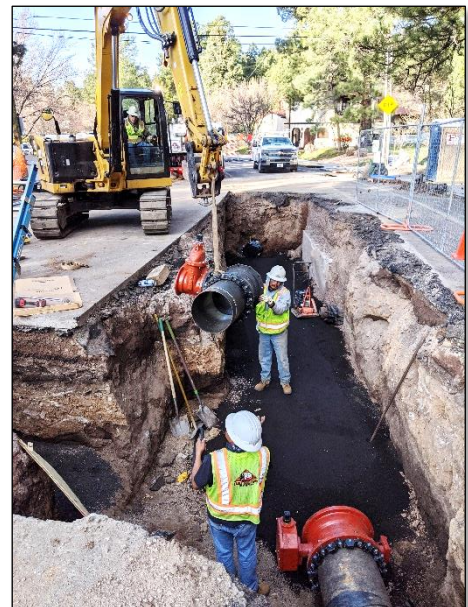
- \$40,000 for 3-D art on Fourth Street
- \$10,000 for Sunnyside Traffic Circle
- \$10,000 for Sustainability and Art project
- \$20,000 out of the Moon Landing sculpture budget
- \$10,000 from East Flagstaff Gateway – Fourth Street
- \$10,000 from poetry on NAIPTA buses.

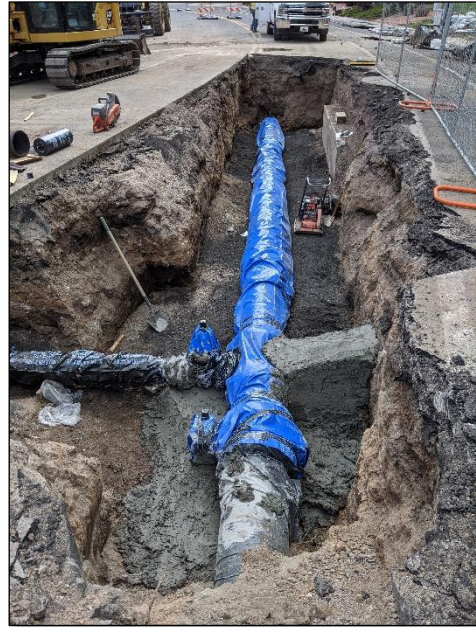
Linda Vista Project Update

Council was apprised that the project is a bit ahead of schedule. To be specific, the ability to extend the road closure on Linda Vista enabled the early pavement schedule, which is happening at the time of this report. The road should be re-opened on Friday, May 1st, by close of business. The project has gone well, and the inconveniences were minimized. It has also been completed under budget.

Highlights of the project:

- Replaced over 40 feet of 16" ductile Iron water line
- Installed over 60 feet of 8" ductile iron water line for new Pressure Regulating Valve
- Installed one of two new Pressure Regulating Valves in new vault
- Installed one new 16" Butterfly Valve on new 16" water line
- Installed 4 new 8" gate valves





This two-fold project required two project managers (Justin Emerick in Water Services handling the PRV phase and Eli Reisner in Capital Improvements handling the Culvert Expansion phase) and the collaboration was excellent. The success of this project also required our contractor (Eagle Mountain) to be willing and nimble.

Also supporting the project, just at a slightly greater distance from the front line, are Lisa Deem (Management Analyst in Water Services) who has done all the public noticing and outreach, and both Ryan Roberts (WS Engineering Manager) and Bret Peterson (Capital Improvements Engineer). The entire team is to be commended for the successful and timely completion of this important project.

Airport

Yes, it has been windy. On Friday evening, April 24th, a private aircraft attempting to land at the Flagstaff Airport was caught by a crosswind. The winds pushed the aircraft off the runway where it stopped on the dirt perimeter road inside the fence line. The Tower sounded an Alert III to which airport Aircraft Rescue Fire Fighters (ARFF) responded. ARFF arrived to find two individuals on the aircraft unhurt and the aircraft undamaged. After inspecting the aircraft and site, the aircraft was moved back over the runway to the Fixed Base Operators facility. Airport staff receive initial and annual training at the ARFF training facility in Dallas for Certification. They also perform monthly trainings to maintain compliance with FAA requirements.



Blitz Testing for COVID-19

There is a statewide initiative to perform a mass testing for COVID-19 over a three-weekend period, starting on May 2nd. The flyer, pasted below, gives the details. Efforts are underway, at the County level, to ensure that there is an ample supply of test kits and PPE, with some success. The City will contribute its staff resources for traffic control and law enforcement presence.



Get tested for COVID-19

Coconino County Health and Human Services (CCHHS)

is participating in the

Arizona Testing Blitz

Several community providers are participating in this statewide initiative.

To see all locations, visit www.azhealth.gov/TestingBlitz.

CCHHS Sites:

Saturday, May 2, 2020

Fort Tuthill, 2446 Fort Tuthill Loop, Flagstaff: (10 am – 3 pm)

CCHHS, 2625 N. King Street, Flagstaff: (10 am – 3 pm)

Register for testing at www.coconino.az.gov/covid19

Individuals exhibiting COVID-19 symptoms

(fever, cough, difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat and new loss of taste or smell)

and individuals that feel they have been exposed to COVID-19 can be tested. *

(*While supplies last. Registration is recommended. Wait times may vary.

Antibody testing is not currently available. Testing is intended for Coconino County residents.

Testing results take up to 7 days.)

Please wear a mask or face covering.



www.coconino.az.gov/covid19

COVID-19 Information Line: 928.679.7300

Email: covid19information@coconino.az.gov

Misc. Updates

The City will start hosting the Alliance Meetings and our next meeting will on Friday, May 15th. It will of course be remotely attended. We will not be having a special joint meeting with the County and NAU accordingly.

Boards and Commissions may start resuming their meetings in May, and IT and our City Clerk's Office, with help from the Legal Dept, will be working on the logistics of remote meetings. Related, we have curtailed many of the livestream meetings simply because of budget constraints. We will pursue some livestreaming of Boards and Commissions, likely focusing on those entities that conduct *quasi-judicial* hearings and deal with property interests where the need for transparency may be heightened.

Related to budget, Council will be seeing a draft Manager's Budget Message later in May, which will highlight many of the items discussed during our recent retreat. The Budget Team continues to meet on a regular basis. Focus will continue to be upon our projected revenues.

We have started the process of obtaining title commitments and appraisals for the City properties that are candidates for our Certificates of Participation (COPs), related to the issuance of pension bonds. And related to the pension bonds, the Mayor is authoring an op ed for the newspaper this weekend (May 3rd or thereabouts) on the subject. Stay tuned.

Thanks, by the way, to Charity Lee for her efforts to help advance this process. Charity is leaving us for a career opportunity that will take her to Avondale. We wish her the very best. Dan Folke and his team are working on the recruitment process to fill the vacant position.

Onward and upward.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 04/30/2020
Meeting Date: 05/05/2020



TITLE

COVID-19 Social Safety-Net Services Coalition

STAFF RECOMMENDED ACTION:

Information Only

EXECUTIVE SUMMARY:

Please see the attached Coalition Executive Summary

INFORMATION:

Attachments: [Coalition Executive Summary](#)

COVID-19 Social Safety-Net Services Coalition



United Way
of Northern Arizona



County-Wide Coalition Addressing Urgent Need for Assistance During COVID-19 Crisis

The People of Coconino County are facing overwhelming challenges as the COVID-19 pandemic progresses. As the COVID-19 virus grips the nation, Coconino County and its citizens are being particularly hard hit. **Coconino County is experiencing the highest infection rate in Arizona with 150 cases per 100,000 population and a death rate of 10.7 per 100,000 population, which is also the highest death rate in the state.** During March and early April, the numbers of unemployment claims and requests for assistance have been staggering. Revenue from tourism has plummeted. The severity of the situation is unprecedented.

- The number of applications for **unemployment assistance has risen 4,000%** with more than **4,000 claims filed in the last three weeks.**
- **Flagstaff Shelter Services is at capacity;** the housing insecure with underlying medical issues are being relocated to motels to expand the shelter's capacity.
- **Flagstaff Family Food Center has experienced a 40% increase** in the number of families served.

The COVID-19 Social Safety-Net Services Coalition is answering the call for help.

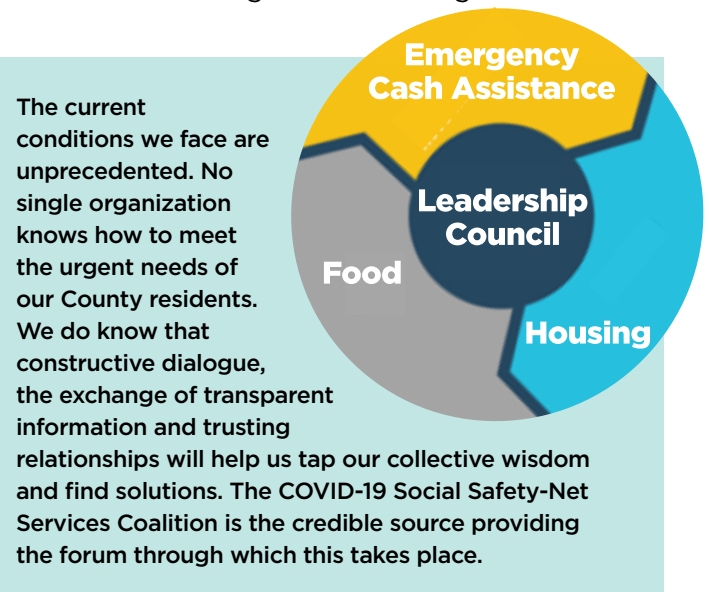
This newly formed county-wide Coalition is a safety net of social service providers who are working together to lead, support and coordinate efforts to meet the urgent and growing needs of our citizens. Although we're unable to fully conceptualize the magnitude and severity of the short- and long-term impacts of this health and economic crisis, the COVID-19 Social Safety-Net Coalition is responding with a dedicated group of partners to ensure our residents have access to the services they need to keep their families afloat during this devastating time.

The Coalition's purpose is to:

- **Fortify existing service providers** to meet rapidly expanding demands for housing, food and emergency cash assistance;
- **Attract and align resources** to maximize impact through a coordinated and collaborative effort;
- **Communicate information** to promote open, inclusive and timely information sharing among social safety-net providers in order to develop assistance strategies, involve funders and inform policy makers regarding the service demands and responses; and
- **Mobilize the delivery of emergency resources** through a strategic framework that identifies service gaps and emerging issues.

Extraordinary circumstances require extraordinary leadership.

The Coalition was established by the United Way of Northern Arizona and Coconino County with a Leadership Council comprised of representatives from three social service sectors: **Housing, Food and Emergency Cash Assistance.** The Leadership Council is responsible for engaging non-profit organizations, faith-based groups and governmental agencies providing safety-net services in Coconino County.



Carol Dykes
United Way of Northern Arizona • Co-Chair

Michele Axlund
Coconino County, Health and Human Services • Co-Chair

Liz Archuleta
Chair, Board of Supervisors • Coconino County
Coalition Sponsor

COVID-19 Social Safety-Net Services Coalition Leadership Council

**Arizona Community
Foundation of Flagstaff**
Pats Shriver

Catholic Charities
Sandi Flores

**City of Page/Page Domestic
Violence Center**
Gregg Martinez

Coconino Health and Human Services
Michele Axlund

Department of Economic Security
Federico Murillo Fallas

First Things First
Peter Van Wyck

Flagstaff Family Food Center
Monica Foos

Flagstaff Shelter Services
Ross Altenbaugh

Housing Authority City of Flagstaff
Sarah Darr

Housing Solutions
Devonna McLaughlin

**Native Americans for
Community Action**
Jeff Axtell

Navajo Nation Division of Social Services
Deannah Neswood-Gishey

**Northern Arizona Council of Governments
(NACOG)**
Chris Fetzer

Northern Arizona University
Karen Pugliesi

St. Mary's Food Bank
Ceara Chirovsky

Salvation Army
Brittany Baker

The NARHBA Institute
Jon Perez

United Way of Northern Arizona
Janet Dean
Carol Dykes
Patrice Horstman

**Voluntary Organizations Active
in Disaster**
Sybil Smith

W.L. Gore & Associates
Greg Hahn

**Coalition Sponsor,
Elizabeth Archuleta**
Chair, Coconino County
Board of Supervisors