

REGULAR COUNCIL MEETING  
TUESDAY  
OCTOBER 19, 2021

COUNCIL CHAMBERS  
211 WEST ASPEN AVENUE  
3:00 P.M.

## **ATTENTION**

### **IN-PERSON AUDIENCES AT CITY COUNCIL MEETINGS HAVE RESUMED WITH LIMITED CAPACITY**

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

### **\*\*\*PUBLIC COMMENT\*\*\***

#### **WE ARE NO LONGER USING TELEPHONE COMMENTS**

All verbal public comments will be given through a virtual public comment platform

If you want to provide a verbal comment during the Council Meeting, use the link below to join the virtual public comment room.

#### **VIRTUAL PUBLIC COMMENT WAITING ROOM**

Written comments may be submitted to [publiccomment@flagstaffaz.gov](mailto:publiccomment@flagstaffaz.gov). All comments submitted via email will be considered written comments and will be documented into the record as such.

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## **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 DEASY  
VICE MAYOR DAGGETT  
COUNCILMEMBER ASLAN  
COUNCILMEMBER MCCARTHY

COUNCILMEMBER SALAS  
COUNCILMEMBER SHIMONI  
COUNCILMEMBER SWEET

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. **APPROVAL OF MINUTES FROM PREVIOUS MEETINGS**

- A. **Consideration and Approval of Minutes:** City Council Regular Meeting of February 4, 2020, City Council Team Building Retreat of December 16, 2020, City Council Orientation Retreat of December 16, 2020, City Council Budget Retreat of December 17, 2020, Special Work Session of August 17, 2021, Special Meeting (Executive Session) of August 24, 2021, Special Meeting (Executive Session) of September 7, 2021, Special Meeting (Executive Session) of September 14, 2021, Special Meeting (Executive Session) of September 14, 2021, Special Meeting (Executive Session) of September 21, 2021, Special Meeting (Executive Session) of September 28, 2021, Special Meeting (Executive Session) of October 5, 2021, and Special Meeting (Executive Session) of October 12, 2021.

**STAFF RECOMMENDED ACTION:**

Approve the minutes of the City Council Regular Meeting of February 4, 2020, City Council Team Building Retreat of December 16, 2020, City Council Orientation Retreat of December 16, 2020, City Council Budget Retreat of December 17, 2020, Special Work Session of August 17, 2021, Special Meeting (Executive Session) of August 24, 2021, Special Meeting (Executive Session) of September 7, 2021, Special Meeting (Executive Session) of September 14, 2021, Special Meeting (Executive Session) of September 14, 2021, Special Meeting (Executive Session) of September 21, 2021, Special Meeting (Executive Session) of September 28, 2021, Special Meeting (Executive Session) of October 5, 2021, and Special Meeting (Executive Session) of October 12, 2021.

6. **CITY MANAGER REPORT**

- A. **City Manager Report**  
Information Only

7. **COUNCIL LIAISON REPORTS**

8. **COVID-19 UPDATE**

A. **COVID-19 Update**

This presentation is for informational purposes only.

9. **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 two appointments to terms expiring October 2022.  
Make two appointments to terms expiring October 2024.

10. **LIQUOR LICENSE PUBLIC HEARINGS**

A. **Consideration and Action on Liquor License Application:** Andrea Lewkowitz "High Country Motor Lodge and General Store," 1000 W. Route 66, Series 10 New License (beer and wine store) and Series 11 (Hotel/Motel), New Licenses.

**STAFF RECOMMENDED ACTION:**

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

The City Council has the option to:

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

11. **CONSENT ITEMS**

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

A. **Consideration of Ratifying Grant Agreement:** Ratify the Grant Agreement between the City of Flagstaff (COF) and the U.S. Department of Transportation, Federal Aviation Administration (FAA) for Airport Rescue Grant Program funding for operational and maintenance expenses directly related to the Flagstaff Pulliam Airport.

**STAFF RECOMMENDED ACTION:**

Ratify the Grant Agreement in the amount of \$1,994,063 for airport operational and maintenance costs.

- B. Consideration and Approval of Grant Agreement:** A Grant Agreement between the City of Flagstaff and the Arizona Department of Transportation (ADOT), Multimodal Planning Division, Aeronautics Group for Environmental Documentation.

**STAFF RECOMMENDED ACTION:**

Approve the Grant Agreement with the AZ Department of Transportation, Aeronautics Group for grant funds in the amount of \$675,000 with a City match of \$75,000.

**12. ROUTINE ITEMS**

- A. Consideration and Adoption of Ordinance No. 2021-18:** An Ordinance of the Flagstaff City Council authorizing the acquisition of real property interests for the Beulah/University Roadway Project; providing for delegation of authority, severability, and establishing an effective date

**STAFF RECOMMENDED ACTION:**

- 1) Read Ordinance No. 2021-18 by title only for the final time
- 2) City Clerk reads Ordinance No. 2021-18 by title only (if approved above)
- 3) Adopt Ordinance No. 2021-18

**13. REGULAR AGENDA**

- A. Consideration and Possible Adoption of Resolution No. 2021-44:** A resolution authorizing the execution of the First Amendment to the Mill Town Development Agreement between Vintage Partners, LLC and the City of Flagstaff related to the development of approximately 18.11 acres of real property generally located at 1801 South Milton Road.

**STAFF RECOMMENDED ACTION:**

- 1) Read Resolution No. 2021-44 by title only
- 2) City Clerk reads Resolution No. 2021-44 by title only (if approved above)
- 3) Adopt Resolution No. 2021-44

- B. Consideration and Adoption of Resolution No. 2021-47:** A resolution approving Binding Waivers of Enforcement for seventy parcels of land located in the City of Flagstaff.

**STAFF RECOMMENDED ACTION:**

- 1) Read Resolution No. 2021-47 by title only
- 2) City Clerk reads Resolution No. 2021-47 by title only (if approved above)
- 3) Adopt Resolution No. 2021-47

**14. DISCUSSION ITEMS**

- A. Lone Tree Overpass Project Update**

Present a design update to City Council for the Lone Tree Overpass Project and facilitate discussion.

15. **FUTURE AGENDA ITEM REQUESTS**

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

- A. **Future Agenda Item Request (F.A.I.R.)** A Citizens' Petition requesting "the Council's approval of a character overall of the Southside Neighborhood."

Council direction.

- B. **Future Agenda Item Request (F.A.I.R.)**: A request by Councilmember Shimoni to place on a future agenda a discussion regarding temporary urban camping in parks, along streets/public property, on private property, and in cars.

Council direction.

- C. **Future Agenda Item Request (F.A.I.R.)**: A request by Councilmember Shimoni to place on a future agenda a discussion about Eugene, OR efforts to house their unsheltered through the Square One Villages.

Council direction.

16. **INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE AGENDA ITEM REQUESTS**

17. **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 \_\_\_\_\_, 2021.

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

## 5. A.

### CITY OF FLAGSTAFF STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, City Clerk  
**Date:** 10/15/2021  
**Meeting Date:** 10/19/2021



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#### TITLE:

**Consideration and Approval of Minutes:** City Council Regular Meeting of February 4, 2020, City Council Team Building Retreat of December 16, 2020, City Council Orientation Retreat of December 16, 2020, City Council Budget Retreat of December 17, 2020, Special Work Session of August 17, 2021, Special Meeting (Executive Session) of August 24, 2021, Special Meeting (Executive Session) of September 7, 2021, Special Meeting (Executive Session) of September 14, 2021, Special Meeting (Executive Session) of September 14, 2021, Special Meeting (Executive Session) of September 21, 2021, Special Meeting (Executive Session) of September 28, 2021, Special Meeting (Executive Session) of October 5, 2021, and Special Meeting (Executive Session) of October 12, 2021.

#### STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of February 4, 2020, City Council Team Building Retreat of December 16, 2020, City Council Orientation Retreat of December 16, 2020, City Council Budget Retreat of December 17, 2020, Special Work Session of August 17, 2021, Special Meeting (Executive Session) of August 24, 2021, Special Meeting (Executive Session) of September 7, 2021, Special Meeting (Executive Session) of September 14, 2021, Special Meeting (Executive Session) of September 14, 2021, Special Meeting (Executive Session) of September 21, 2021, Special Meeting (Executive Session) of September 28, 2021, Special Meeting (Executive Session) of October 5, 2021, and Special Meeting (Executive Session) of October 12, 2021.

#### Executive Summary:

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

#### Financial Impact:

None

#### Policy Impact:

None

#### Connection to PBB Key Community Priorities/Objectives & Regional Plan:

##### Priority Based Budget Key Community Priorities and Objectives

Effective Governance

#### Previous Council Decision on This:

None

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**Attachments:** [02.04.2020 CCRM](#)  
[12.16.2020 Orientation Retreat](#)  
[12.16.2020 Team Building Retreat](#)  
[12.17.2020 Budget Orientation Retreat](#)  
[08.17.2021 CCSWS](#)  
[08.24.2021 CCSMES](#)  
[09.07.2021 CCSMES](#)  
[09.14.2021 CCSMES](#)  
[09.21.2021 CCSMES](#)  
[09.28.2021 CCSMES](#)  
[10.05.2021 CCSMES](#)  
[10.12.2021 CCSMES](#)

## MINUTES

### 1. CALL TO ORDER

Mayor Evans called the meeting of the Flagstaff City Council held February 4, 2020, to order at 4:30 p.m.

#### NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

### 2. ROLL CALL

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

PRESENT:

ABSENT:

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

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

### 3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

The Council and audience recited the pledge of allegiance and City Manager Clifton read the Mission Statement of the City of Flagstaff.

#### MISSION STATEMENT

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

#### 4. PUBLIC PARTICIPATION

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

None

#### 5. PROCLAMATIONS AND RECOGNITIONS

##### A. Recognition: Flagstaff Police Department and Chief Treadway Patriotic Supervisor Award

Deputy City Manager Shannon Anderson recognized Police Chief Kevin Treadway for being awarded with the Patriotic Supervisor Award for his support of National Guard and Reserve members within the Police Department.

##### B. Proclamation: Black History Month

The Mayor and Council approached the podium and presented the Commission on Diversity Awareness with the Black History Month proclamation.

#### 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 Appointments: Planning and Zoning Commission.

**Moved by** Councilmember Regina Salas, **seconded by** Councilmember Charlie Odegaard to reappoint Dr. Alex Martinez to a term expiring December 2022.

**Vote:** 7 - 0 - Unanimously

**Moved by** Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to reappoint Margo Wheeler to a term expiring December 2022.

**Vote:** 7 - 0 - Unanimously

##### B. Consideration of Appointments: Housing Commission

**Moved by** Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to appoint Chris Kemmerly to a term expiring September 2020.

**Vote:** 7 - 0 - Unanimously

## 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.*

Councilmember Whelan stated that she would like to pull Items 7C and 7D.

**Moved by** Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to approve Consent Items 7A, 7B, 7E, and 7F as submitted.

**Vote:** 7 - 0 - Unanimously

- A. Consideration and Approval of Grant Agreement:** Between the Arizona Department of Forestry and the City of Flagstaff for Picture Canyon Natural and Cultural Preserve Hand-Thinning Restoration Project.

Approve the Arizona Department of Forestry and Fire Management, 2019 Wildland Fire Hazard Fuels Grant (WFHF) 19-205 in the amount of \$144,200 for the Picture Canyon Natural and Cultural Preserve Hand-Thinning Restoration Project.

- B. Consideration and Approval of Contract:** Approval to purchase and upgrade to a Voice over Internet Protocol (VoIP) phone system for the Flagstaff Police Department in the amount of \$135,534.73.

1. Approve the purchase of the VOIP System and upgraded wiring in the amount of \$135,534.73, plus applicable sales tax, from Extreme Integration purchasing agreement with the Mohave Cooperative Contract 16B-EXTR-0723.
2. Authorize the City Manager to execute the necessary documents.

- C. Consideration and Approval of Contract:** Approve the award of the cooperative contract to Revolution Industrial, LLC for the repair/replacement of both the primary tank weir supports and the grit tank pipeline at the Wildcat Hill Water Reclamation Facility. The cooperative is through The City of Phoenix (#144421-0), awarded to Revolution Industrial, LLC.

Councilmember Whelan asked if the funding could be pulled from another project rather than the blower project. Wastewater Treatment Manager Jim Huchel stated that they decided on the blower project because there are issues with the project; the equipment will not fit and there is not enough funding available to complete the project. The project will remain slated but will need to be pushed out for redesigning. Water Services Director Brad Hill noted that there is a wastewater utility reserve fund that could be used if the Council would prefer.

**Moved by** Councilmember Jamie Whelan, **seconded by** Councilmember Charlie Odegaard to approve the cooperative contract with Revolution Industrial, LLC for the repair/replacement of the primary tank weir supports and the grit tank pipeline in the amount of \$152,143.35 from the wastewater reserve fund; and authorize the City Manager to execute the necessary documents.

**Vote:** 7 - 0 - Unanimously

- D. Consideration and Approval of Contract:** Approve the award of the cooperative purchase contract to Toter, LLC for the purchase of residential trash and recycle containers through the City of Tucson Cooperative Contract No. 1717171-01.

Councilmember Whelan asked if rather than purchasing new containers that the roll out of volumetric pricing and the cans associated with that program be brought forward instead. Solid Waste Director Todd Hansen stated that the volumetric pricing pilot will be happening in the summer and is a separate program that is only a pilot. The cans being purchased with this contract is just to maintain current business and replacing carts.

**Moved by** Councilmember Jamie Whelan, **seconded by** Councilmember Austin Aslan to approve the cooperative contract with Toter, LLC for the purchase of 312 - 96 Gallon Trash and 312 - 96 Gallon Recycle containers in the amount of \$33,927.20; and authorize the City Manager to execute the necessary documents

**Vote:** 7 - 0 - Unanimously

- E. Consideration and Approval of License Agreement:** Agreement is between the City of Flagstaff and the Flagstaff Youth Hockey Association (FYHA). The Agreement outlines the responsibilities for both parties including the rental of ice time at the City of Flagstaff Jay Lively Activity Center.

Approve the license agreement between the City of Flagstaff and the Flagstaff Youth Hockey Association with anticipated revenue of approximately \$65,000.

- F. Ratification:** Staff's action to send support letters on behalf of City Council and signed by Mayor Evans, as requested by Jeff Hall, Director of Lowell Observatory, in support of the Observatory's request of US Congress regarding Section 17.

Ratify staff's action in sending letters of support to members of the US Congress on behalf of the City Council, as requested by Jeff Hall, Director of Lowell Observatory.

## **8. ROUTINE ITEMS**

- A. Consideration and Adoption of Ordinance No. 2020-03:** An ordinance of the Flagstaff City Council ratifying the grant and reservation of easements; and formally accepting dedications and donations of easements and real property interests; delegating authority; and establishing an effective date. (*approving receipt/transfer of easements and real property interests*)

**Moved by** Councilmember Jim McCarthy, **seconded by** Councilmember Austin Aslan to read Ordinance No. 2020-03 by title only for the final time.

**Vote:** 7 - 0 - Unanimously

*AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, RATIFYING THE GRANT AND RESERVATION OF EASEMENTS; AND FORMALLY ACCEPTING DEDICATIONS AND DONATIONS OF EASEMENTS AND REAL PROPERTY INTERESTS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE*

**Moved by** Councilmember Jim McCarthy, **seconded by** Vice Mayor Adam Shimoni to adopt Ordinance No. 2020-03.

**Vote:** 7 - 0 - Unanimously

- B. Consideration and Adoption of Ordinance No. 2020-02:** An ordinance of the City Council of the City of Flagstaff, Repealing Chapter 8-01 of the Flagstaff City Code, Sidewalks, and adopting a new Chapter 8-01 of the Flagstaff City Code, Sidewalks, to provide for revised standards and procedures; providing for severability, authority for clerical corrections, and establishing an effective date

**Moved by** Councilmember Jamie Whelan, **seconded by** Vice Mayor Adam Shimoni to read Ordinance No. 2020-02 by title only for the final time.

**Vote:** 5 - 2

NAY: Councilmember Austin Aslan  
Councilmember Charlie Odegaard

*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*

**Moved by** Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to adopt Ordinance No. 2020-02.

**Vote:** 5 - 2

NAY: Councilmember Austin Aslan  
Councilmember Charlie Odegaard

### **RECESS**

The 4:30 p.m. portion of the February 4, 2020, Regular Council Meeting recessed at 5:02 p.m.

### **6:00 P.M. MEETING**

### **RECONVENE**

Mayor Evans reconvened the Regular Meeting of February 4, 2020, at 6:00 p.m.

### **NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

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**9. ROLL CALL**

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

PRESENT:

ABSENT:

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

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

**10. PLEDGE OF ALLEGIANCE**

The Council and audience recited the pledge of allegiance.

**11. PUBLIC PARTICIPATION**

Casey Jenkins, a promotional representative with Up with People, addressed Council stating that there are over 100 international participants coming to Flagstaff. They are seeking host families and encouraged the community to get involved.

John Viktora addressed Council about the Houston Astros cheating scandal.

A written comment card requesting the development of pickleball courts was submitted by Jennifer Kottra.

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

None

**13. REGULAR AGENDA**

- A. Consideration and Adoption of Resolution No. 2020-03:** A resolution approving an Intergovernmental Agreement (IGA) between Coconino County and the City of Flagstaff for a jointly funded dark sky code compliance specialist.

Planning Director Tiffany Antol introduced Dark Sky Specialist Mark Stento who provided a PowerPoint presentation that covered the following:

DARK SKY SPECIALIST IGA  
JOINT FUNDED POSITION  
BACKGROUND  
KEY CONSIDERATIONS

Council welcomed Mr. Stento and expressed their excitement for the program.

Councilmember Aslan stated that the Council met with the Hualapai Nation and one idea that came from that meeting was a way to collaborate on a regional dark sky effort. He indicated that it would be great to see something like that come to fruition.

**Moved by** Councilmember Regina Salas, **seconded by** Councilmember Jamie Whelan to read Resolution No. 2020-03 by title only.

**Vote:** 7 - 0 - Unanimously

*A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR A JOINTLY FUNDED DARK SKY CODE COMPLIANCE SPECIALIST POSITION*

**Moved by** Councilmember Regina Salas, **seconded by** Councilmember Austin Aslan to adopt Resolution No. 2020-03.

**Vote:** 7 - 0 - Unanimously

- B. Consideration and Adoption of Ordinance No. 2020-04:** An ordinance of the City Council of the City of Flagstaff, authorizing the City of Flagstaff to enter into the Fifth Amendment to Development Agreement with Nestle Purina Petcare Company; providing for repeal of conflicting ordinances, severability, and establishing an effective date.

Business Retention and Expansion Manager John Saltonstall provide a PowerPoint presentation that covered the following:

PROPOSED AMENDMENT OF NESTLE-PURINA DEVELOPMENT AGREEMENT  
BACKGROUND  
STACK DIAGRAM MAP

Flagstaff Plant Manager Larry Holmes and Director of Sustainable Operations Gopi Sandhu continued the presentation.

NESTLE PURINA FLAGSTAFF – ODOR MITIGATION PARTNERSHIP  
AERIAL PHOTOGRAPH  
ABOUT PURINA – FLAGSTAFF  
ODOR OVERVIEW  
FOURTH AMENDMENT SUMMARY  
RESULTS SUMMARY  
PROPOSAL FOR MODIFIED PHASE TWO

Councilmember McCarthy asked what the reduction in odor is. Mr. Sandhu stated that the ground level measurements show a 50% reduction in odor.

Marcia Burns addressed Council with concerns about the odor that continues to affect the surrounding area. She requested that Council require more from Purina in terms of mitigation.

Councilmember Odegaard asked how the odor measurements are done. Mr. Holmes stated that they work with a third-party expert, Brown and Caldwell, for modeling and testing against the initial baseline. There is testing at the point of exhaust and measurements both before and after.

Council thanked Purina for being a premier employer in Flagstaff. They recognized the costs associated with retrofitting an older facility and appreciate their willingness to work with the City and residents to make improvements for everyone.

**Moved by** Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to read Ordinance No. 2020-04 by title only for the first time.

**Vote:** 7 - 0 - Unanimously

*AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE CITY OF FLAGSTAFF TO ENTER INTO A FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT WITH NESTLE PURINA PETCARE COMPANY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE*

#### 14. **DISCUSSION ITEMS**

##### A. **Mogollon Property Planning Discussion**

Parks and Recreation Director Rebecca Sayers provided a PowerPoint presentation that covered the following:

MOGOLLON PROPERTY PLANNING  
 MOGOLLON PROPERTY VICINITY MAP  
 AERIAL IMAGE OF PUBLIC WORKS YARD  
 CURRENT CONDITION AND USES AT THE PROPERTY  
 EXISTING PROPERTY PHOTO  
 REAL ESTATE HISTORY

Comprehensive and Neighborhood Planning Manager Sara Dechter continued the presentation.

REGIONAL PLAN  
 ZONING CODE  
 PUBLIC PARTICIPATION CORE VALUES  
 PUBLIC PARTICIPATION PROCESS  
 PROCESS DESIGN DECISIONS  
 SHARING INFLUENCE WITH THE PUBLIC  
 INTERNAL AND EXTERNAL STAKEHOLDERS  
 CONSIDERATIONS FOR DETERMINING STAKEHOLDERS  
 CREDIBILITY  
 DECISION MAKING  
 ROLES IN DECISION MAKING  
 PUBLIC PARTICIPATION CONSULT EXAMPLE  
 PUBLIC PARTICIPATION INVOLVE EXAMPLE  
 PUBLIC PARTICIPATION COLLABORATE EXAMPLE

Ms. Sayers concluded the presentation.

INTEREST IN THE PROPERTY  
 OTHER CONSIDERATIONS  
 QUESTIONS FOR CITY COUNCIL (REQUEST FOR DIRECTION)

The following individuals addressed Council regarding the use of the Mogollon property:

- Jim David
- Jerry Thull
- Trina Painter
- Dr. Robert Breunig
- Rose Houk
- Jolene Holgate, representing the Indigenous Circle of Flagstaff
- Machais Marks
- Darryl Marks
- Duffie Westheimer via Charlie Silver
- Elizabeth Bechok

The following comments were received:

- Once parks are gone it is difficult to get them back.
- The community needs to come together to save the park.
- People have lost trust in the process.
- The property should be dedicated as a park.
- The parcel has a history that has slowly whittled away the original purpose of a park.
- Finding field space in Flagstaff is difficult, more park area is needed.
- Thank you for not selling the property.
- Flagstaff values open space and this should be maintained as such.
- Existing parks and fields are over-crowded and more are needed.
- More recreation areas are needed to combat childhood obesity.
- Support the initiative of the Indigenous Circle of Flagstaff.
- Dedicate the old fleet yard building to a community cultural center for the indigenous people.
- An indigenous cultural center would be a powerful symbol within the community.
- The property lends itself well to a passive park, orchard, nature area, and education.
- Keep the process transparent and respectful.
- This area has been proven to be a park and that was the promise to the community.
- The location of the old public works yard would be an ideal site for an indigenous cultural center that would promote language revitalization, entrepreneurship, and highlight indigenous history.
- Flagstaff prides itself on being progressive and inclusive, now is the time to show that.
- An indigenous cultural center would provide an opportunity for youth development and a healing space for the community.
- The 1957 ordinance states that the area can only be used for a park, recreation, and museum purposes.
- Parks are critical for a community.

Mayor Evans expressed her support for community engagement that would include the Save Thorpe Park group, the residents of Townsite, the Indigenous Circle of Flagstaff, the Parks and Recreation, Sustainability, Open Space commissions, user groups, and groups focused on museums. City residents should also be invited to participate. A plan should be developed that provides a path forward. She also asked for the Legal Department to research whether or not the plan could include workforce housing for people who are working in some capacity of parks, recreation, or museum.

Councilmember Odegaard agreed stating that he was supportive of a community process to develop a plan.

Councilmember McCarthy stated that there is an opportunity to make the area more than one thing, there is enough space to implement many of the ideas presented. He does not believe

that housing is an appropriate option for the space. A collaborative process should be heavily advertised, and he would like to see it set in motion soon. He also noted that funding will be a challenge and will take time to obtain.

Councilmember Aslan agreed that a timeline as quickly as reasonable is preferred. He also is not supportive of housing in that area. The space could be used in multiple ways and getting feedback from the community is the start for developing a plan. He mentioned the possibility of partnering with NAU ecological restoration for a possible masters project.

Vice Mayor Shimoni stated that building trust in the process is important. He likes the idea of a cultural center and developing more field space. He would like to see things done in a timely manner but not rushed. He expressed interest in the land trust model and perhaps a tiny home project. He stated that a robust community outreach model must be utilized.

Councilmember Whelan stated that she is supportive of an inclusive community process and she suggested involving middle and high school students.

Councilmember Salas echoed the comments and expressed that she is excited to hear from the community about a plan. She is supportive of the parks and recreation perspective along with a culture of space.

A break was held from 8:22 p.m. through 8:31 p.m.

## **B. Flagstaff Citizen Survey 2020**

Public Affairs Director Jessica Drum provided a PowerPoint presentation that covered the following:

2020 CITIZEN SURVEY  
BACKGROUND  
TOPIC AND QUESTION DEVELOPMENT  
SURVEY ADMINISTRATION

Council expressed concern about doing the survey at the same time as the Census.

Councilmember McCarthy asked the cost to conduct the survey to which Ms. Drum stated that the estimate is coming in at \$29,000.

Mr. Clifton stated that the draft questions were included in the staff summary and if Council had any suggestions or questions, they could reach out to him or Ms. Drum.

Council also indicated that the survey seems long and suggested that future surveys be shortened.

## **C. Linda Vista Pressure Reducing Valve (PRV) Replacement/Relocation Project**

Project Manager Justin Emerick provided a PowerPoint presentation that covered the following:

LINDA VISTA PRV REPLACEMENT PROJECT PUBLIC OUTREACH  
PRV REPLACEMENT  
EXPECTED WATER PRESSURE REDUCTION BOUNDARY

OUTREACH EFFORTS TO INCLUDE  
LANE RESTRICTIONS AND ROAD CLOSURE ZONE  
PURPOSE OF PROJECT

It was suggested that the culvert in the area that is scheduled to be updated be completed at the same time. Deputy City Manager Shane Dille noted the opportunity and indicated that staff is working to try and align the two projects.

**15. COUNCIL LIAISON REPORTS**

Councilmember Whelan reported that the CEO and General Manager of NAIPTA submitted her letter of resignation. She has done great things for the community and will be missed. The NAIPTA Board is working on a transition plan and timeline to fill the position.

Vice Mayor Shimoni stated that the CJCC will be meeting tomorrow and there is a trip to Florida plan to tour a diversion center.

Councilmember Salas reported that she attended the Tourism Commission where they had a presentation on the Southside Plan and got an update on the performance of the BBB fund. She recognized the local micro-breweries in honor of Arizona Beer Week.

Councilmember Odegaard attended the Transportation Commission meeting where they discussed the connectivity between Boulder Point and Presidio in the Pines and concerns with the traffic flow patterns once the connection is opened.

**16. FUTURE AGENDA ITEM REQUESTS**

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

- A. Future Agenda Item Request (F.A.I.R.)** A request by Councilmember Aslan to have a discussion about the feasibility of initiating a carbon tax at the Flagstaff airport

Councilmember Aslan stated that he would like to pull the FAIR item from consideration; the language was too broad and he will be proposing a new FAIR later in the agenda.

Council agreed to pull the item.

- B. Future Agenda Item Request (F.A.I.R.)** A request by Vice Mayor Shimoni to have a discussion about chemicals used in the parks and recreation department, not including reclaimed water

Vice Mayor Shimoni stated that he would like to pull the FAIR item. The Parks and Recreation Department provided him information about the efforts to improve the chemicals being used.

Council agreed to pull the item.

**17. CITY MANAGER REPORT**

- A. City Manager Report**

Mr. Clifton briefly reviewed his report.

**B. F.A.I.R. Process Discussion and Possible Direction**

Mr. Clifton stated that one of the recurring themes and statements coming out of the retreat was that the FAIR process could use some refinement and simplification. In reviewing the procedures, it appears that a more complicated process has evolved that has complicated things; if the procedures are followed as written it may work just fine. After a member of Council requests a FAIR item it is slated on the agenda to determine if there are two other members of Council who want to advance the item for discussion. At that time a more in depth discussion will be prepared for a future agenda where a majority of Council can provide direction if they so desire.

Council discussed being judicious with their requests and reaching out to staff or Mr. Clifton in advance of requesting an item to determine if a discussion is necessary.

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

Councilmember Whelan requested an explanation of the reserve funds across the organization and what level those reserve levels are along with what they are to be used for.

Councilmember McCarthy stated that the MetroPlan will be holding their monthly meeting tomorrow.

Councilmember Aslan requested a FAIR item to discuss strategies that would recognize the true cost of carbon associated with transportation in Flagstaff and looking at options to offset that true cost in some fashion

Councilmember Salas reported that she attended a ribbon cutting ceremony for the Del Webb construction and sustainable building.

Vice Mayor Shimoni reported that the NAIPTA Board is meeting tomorrow and there is a Recovery Court graduation tomorrow afternoon.

Mayor Evans requested an update on code enforcement activities in La Plaza Vieja, Southside, and University Heights as she is getting comments from residents that they are having trouble getting enforcement of violations. She would like to understand what is being reported and the status. She also requested an Executive Session on SB1160 regarding fire personnel and cancer. Lastly, she stated that she will be attending the National Mayor's Council next Tuesday where they will be talking about home rule and local control.

**19. ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council held February 4, 2020, adjourned at 9:37 p.m.

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MAYOR

ATTEST:

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CITY CLERK

**CERTIFICATION**

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on February 4, 2020. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of September, 2021.

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CITY CLERK

## MINUTES

### 1. Call to Order

Mayor Deasy called the Orientation Retreat of the Flagstaff City Council held December 16, 2020, to order at 1:00 p.m.

#### **NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

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

### 2. Pledge of Allegiance and Mission Statement

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

#### **MISSION STATEMENT**

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

### 3. **ROLL CALL**

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

PRESENT:

ABSENT:

MAYOR DEASY (virtually)  
VICE MAYOR DAGGETT (virtually)  
COUNCILMEMBER ASLAN (virtually)  
COUNCILMEMBER MCCARTHY (virtually)  
COUNCILMEMBER SALAS (virtually)  
COUNCILMEMBER SHIMONI (virtually)  
COUNCILMEMBER SWEET (virtually)

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

#### **4. Introductions and Welcome**

Mr. Clifton welcomed the Council and staff and provided a brief overview of the agenda for the afternoon. He indicated that the Council participated in a Team Building Retreat in the morning that was facilitated by Julie Lancaster and Mayor Bavasi was there as a guest speaker. He introduced Ms. Lancaster who facilitated the afternoon orientation.

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

CITY COUNCIL RETREAT  
AGENDA

#### **5. Overview of City Governance**

Mr. Clifton continued the presentation.

OVERVIEW OF CITY GOVERNANCE  
THE DICHOTOMY  
THE ACCEPTED MODEL  
AREAS OF OVERLAP  
AREAS OF AUTONOMY  
THE CURRENT LANDSCAPE  
BREAKDOWN OF LOCAL GOVERNMENTS

#### **6. Legal Sphere**

Mr. Solomon provided a PowerPoint presentation that covered the following:

HOME RULE – ALTERNATIVE EXPENDITURE LIMITATION  
CHARTER  
CITY CODE  
OPEN MEETING LAW

Councilmember McCarthy indicated that social media can be a challenge with the open meeting law. Mr. Solomon agreed and suggested that it is best to keep statements high level on the platforms. Mayor and Councilmember social media pages are open forums and must be treated as such.

QUORUM  
PUBLIC HEARING PROCESS  
CONFLICT OF INTEREST  
RULES OF PROCEDURE

A break was held from 2:33 p.m. through 2:48 p.m.

#### **7. Administrative Sphere**

Mr. Clifton continued the presentation.

MANAGEMENT STRATEGIES  
ORGANIZATIONAL STRATEGIES

STAFFING LEVELS  
RESTRUCTURES

Councilmember Shimoni asked what the role is for the Executive Assistance and Chief of Staff to Mayor and Council. Mr. Clifton explained that the positions are in response to what has been heard from Mayor and Council about needing additional assistance. The role is to provide assistance to the Mayor and Council with regard to city business such as scheduling meetings, making travel arrangements, developing talking points, writing letters, and the like. Elected officials should refrain from asking for things that may drift more into the social media or personal assistance realm.

CURRENT ORGANIZATION  
THE ROLE OF STAFF

City Clerk Stacy Saltzburg continued the presentation.

PREPARING THE OFFICIAL AGENDA & PUBLIC RECORD  
PUBLIC RECORD  
AGENDA CREATION  
DRAFT AGENDA  
REGULAR CITY COUNCIL MEETINGS  
CITY COUNCIL WORK SESSIONS  
EXECUTIVE SESSIONS  
PUBLIC COMMENT/PARTICIPATION  
PUBLIC COMMENT/PARTICIPATION VIRTUALLY  
RETREATS

**8. Policy Sphere**

Mr. Clifton continued the presentation.

THE ROLE OF COUNCIL  
LEGISLATIVE AGENDA

Senior Management Analyst Sarah Langley continued the presentation.

INTERGOVERNMENTAL AFFAIRS

Mr. Clifton continued the presentation.

ENGAGEMENT WITH STAFF  
STAFF PRESENTATIONS TO COUNCIL  
RESPONDING TO CITIZENS  
MEETING PROTOCOL

Ms. Saltzburg concluded the presentation.

F.A.I.R. FUTURE AGENDA ITEM REQUESTS  
CITY COUNCIL REPORTS (CCR)

**9. Public Comment and Wrap Up**

There was no public comment

Mayor Deasy thanked Council and staff for their participation and for engaging in the meeting with their cameras. It is helpful to be able to put names with faces and building relationships with staff.

Ms. Lancaster offered closing remarks and thanked the Council for their participation and discussion throughout the day.

Mr. Clifton thanked Ms. Lancaster for her facilitation and for guiding the discussions.

**10. Adjournment**

The City Council Orientation Retreat held December 16, 2020, adjourned at 4:08 p.m.

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MAYOR

ATTEST:

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CITY CLERK

## MINUTES

### 1. **Call to Order**

Mayor Deasy called the Relationship Building Retreat of the Flagstaff City Council held December 16, 2020, to order at 8:30 a.m.

### 2. **Pledge of Allegiance and Mission Statement**

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

#### MISSION STATEMENT

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

### 3. **ROLL CALL**

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

PRESENT:

ABSENT:

MAYOR DEASY (virtually)  
VICE MAYOR DAGGETT  
COUNCILMEMBER ASLAN  
COUNCILMEMBER MCCARTHY  
COUNCILMEMBER SALAS  
COUNCILMEMBER SHIMONI  
COUNCILMEMBER SWEET

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

### 4. **Introductions & Welcome**

Mr. Clifton offered opening remarks and introduced Julie Lancaster who facilitated the meeting.

### 5. **Cohesion & Engagement**

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

AGENDA  
FUTURE CULTURE  
ARRIVE

CURIOSITY & RAPPORT  
 LOW PERFORMING TEAMS  
 HIGH ON ADVOCACY  
 LOW ON INQUIRY  
 LEARN EACH OTHER

Council Exercise: Each Councilmember presented on the following:

- Name & role in the community
- % know each other
- Character description: 2 words
- 1 concise question
- Character strength of neighbor: 2 words

Engagement Activity: two-minutes minus six months;

- The Council broke into two groups and each person spent two minutes talking about themselves to get to know each other.

A break was held from 9:27 a.m. through 9:38 a.m.

## 6. Diversity of Thought and Unity of Outcomes

Ms. Lancaster continued the presentation.

AS LEADERS WE VALUE:  
 STRENGTHS  
 DIVERSITY OF THOUGHT AND UNITY OF OUTCOMES  
 COMMUNICATION, LARGE GROUP AND PARTNERS

Council exercise: Observations of previous councils; strengths & growth areas.

WHAT ARE THE 2021 TOPICS IN WHICH WE MIGHT HAVE DIVERGENT THINKING?

Ms. Lancaster introduced former City of Flagstaff Mayor Chris Bavasi. Mayor Bavasi discussed activism and statesmanship with the Council and offered the following advice:

- Things are very cyclical, what you discuss today will come up again for you as well as future councils.
- Important to move your meetings along, be cognizant of time. People lose interest and become fatigued and difficult to focus.
- Do your homework. People notice it if you have not done your homework.
- Do your best to make the complex simple.
  - You are privy to the inside information and that needs to be translated.
- It is important for everyone be heard.
- Call people by their names.
- Honesty is critical.
- Always stay engaged, not just when you have a passion.
- When you dispute, strive for consensus.
- Mayor Perspective
  - Develop relationships with the Council.
  - Share information with the entirety of Council.
  - Help councilmembers reach their goals.
- Get involved with organizations.

- Be able to admit when you are wrong.
- Don't take it personal, it is all business.
- Always be respectful to all – constituents and colleagues.
- Handle “beefs” with others privately.
- Study the City Charter.
- Honor the Council/Manager form of government.
- Respect staff.

Councilmember Shimoni asked Mayor Bavasi how Council can remain focused on local issues away from the divisiveness that is being seen at the state and national levels. Mayor Bavasi offered that cities have the benefit of being non-partisan and there is an opportunity to make certain that the focus is not on party affiliations but on the community as a whole. He encouraged Council to develop relationships personally and respect each other as colleagues.

Vice Mayor Daggett asked how best to talk about issues when someone is on the dissenting side. Mayor Bavasi stated that no one wants consistent 4:3 votes. Taking the time to have frequent discussions and a willingness for both sides to give a little can help find consensus on issues.

Councilmember Salas asked about balancing activism and statesmanship. Mayor Bavasi indicated that each Councilmember represents the whole and not individual groups and to be a good activist one has to be a good statesman. Seek the greater good for the community and represent the whole versus the parts.

Council thanked Mayor Bavasi for his time and his service.

## **7. Policy Trust**

Ms. Lancaster concluded the presentation.

HOW DO WE BUILD CONSENSUS?  
WHAT DOES IT MEAN TO BE A STATESMAN?  
HOW DOES THAT DRIVE PUBLIC POLICY  
INDIVIDUALS FORM THE TEAM  
HOW CAN WE SUPPORT EACH OTHER  
OUR COMMUNICATION

## **8. Adjournment**

The Relationship Building Retreat of the Flagstaff City Council held December 16, 2020, adjourned at 11:36 a.m.

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MAYOR

ATTEST:

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CITY CLERK

## MINUTES

### 1. Call to Order

Mayor Deasy called the Budget Orientation Retreat of the Flagstaff City Council held December 17, 2020, to order at 8:33 a.m.

#### **NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

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### 2. Pledge of Allegiance and Mission Statement

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

#### **MISSION STATEMENT**

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

### 3. **ROLL CALL**

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

PRESENT:

ABSENT:

MAYOR DEASY (virtually)  
VICE MAYOR DAGGETT (virtually)  
COUNCILMEMBER ASLAN (virtually)  
COUNCILMEMBER MCCARTHY (virtually)  
COUNCILMEMBER SALAS (virtually)  
COUNCILMEMBER SHIMONI (virtually)  
COUNCILMEMBER SWEET (virtually)

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

#### **4. Introductions and Welcome**

Julie Lancaster welcomed everyone and provided a quick overview of the budget retreat.

COUNCIL BUDGET RETREAT  
WELCOME  
AGENDA

#### **5. Budget Introduction**

Finance Director Brandi Suda continued the presentation.

BUDGET INTRODUCTION  
BUDGET TEAM  
BUDGET TEAM MEMBERS  
BUDGET PROCESS  
FY 2021-2022 BUDGET TIMELINE  
FISCAL POLICIES AND COLOR OF MONEY  
FISCAL POLICIES  
THE CITY BUDGET  
THE COLOR OF MONEY  
FUND ACCOUNTING  
COLOR OF MONEY  
ENTERPRISE FUNDS  
SPECIAL REVENUE FUNDS  
CAPITAL PROJECT FUNDS  
DEBT SERVICES FUNDS  
GENERAL FUNDS  
GENERAL FUND REVENUES

#### **6. Recession Plan**

Mr. Clifton continued the presentation.

RECESSION PLAN  
THE CITY RECESSION PLAN  
FIVE STAGES OF THE RECESSION PLAN  
SIGNIFICANT STAGE

Councilmember McCarthy offered his gratitude for the leadership and forethought in developing a recession plan.

#### **7. Revenue Updates**

Management Services Director Rick Tadder continued the presentation.

INTRODUCTION/FORECASTING

## 8. General Fund

### GENERAL FUND BBB FUNDS

Mayor Deasy asked when the BBB tax was up for reauthorization by the voters. Ms. Suda stated that the BBB tax expires on March 31, 2028. Mr. Tadder added that staff is looking at the possibility of a 2024 ballot question.

Mr. Tadder continued the presentation.

### OTHER FUNDS REVENUES IMPACT

Councilmember Shimoni asked if there are additional details about online retail and the impacts on local retailers. Mr. Tadder explained that staff has not been able to dive into location-based sales tax reporting. With the state collecting the local sales tax it is extremely difficult to extract that specific information.

Councilmember Shimoni asked about the status of short-term rentals. Mr. Tadder stated that the state mandated that all short-term rentals register and have a sales tax license with the state of Arizona. Flagstaff is getting those registration fees and they will be remitting sales taxes on their activity. The helpful thing is that the official online marketplace manages the collection of the taxes for owners, and it has streamlined the process. A large focus will be targeting the people who are not using the online marketplace platforms to ensure they are paying their share of the taxes.

A break was held from 10:00 a.m. through 10:15 a.m.

Mr. Clifton continued the presentation.

### GENERAL FUND IMPACTS

Mr. Tadder continued the presentation.

### PUBLIC SAFETY (PSPRS)

Ms. Suda continued the presentation.

### PUBLIC SAFETY (PSPRS) NUMBERS

Management Analyst Jack Fitchett continued the presentation.

### MINIMUM WAGE ASSESSMENT

Vice Mayor Daggett stated that the assessment has been in the budget in previous years, and she asked if it would be included for the upcoming year. Mr. Tadder stated that the current assessment is in the current budget but only with one time funding. There is not an ongoing resource to budget the assessment in future years. It is unknown at this time if there will be an attempt to assess back billings.

Mr. Fitchett added that the way that the bill reads is that the state would have to assess the City by August 2020 and the City would be expected to make the payment in December. Because the assessment has not yet been issued we can possibly assume that they will not be assessing but

we are not entirely sure what they will do or attempt to change with the new legislation.

Grants and Contracts Manager Stacey Brechler-Knaggs continued the presentation.

#### CARES/COVID FUNDING

Human Resources Director Jeanie Gallagher continued the presentation.

#### COMPENSATION FUNDING

Vice Mayor Daggett asked if the five-year plan for employee compensation has been started. Ms. Gallagher stated that they are just entering into the budget process and the goal is to include employee compensation funding into the budget

Mr. Tadder added that there is a five-year plan for all funds, but they have not been able to provide ongoing resources for compensation. It is difficult to fund on an ongoing basis with limited resources but there is a plan to include funding this year.

Vice Mayor Daggett stated that compensation and benefits should be top of the priority list. Councilmember Shimoni agreed and stated that he would like to have the recent compensation survey discussed at a future Council meeting. Councilmember McCarthy also agreed stating that it is more efficient to take care of existing employees than have to continually replace and retrain new employees.

## **9. Priority Based Budget**

Deputy City Manager Shane Dille continued the presentation.

#### OVERVIEW AGENDA ROADMAP TO HIGHER PERFORMANCE PBB PUBLIC VIDEO

Ms. Langley continued the presentation.

#### WHAT IS PBB? KEY COMMUNITY PRIORITIES KEY COMMUNITY PRIORITIES AND OBJECTIVES PBB COMMUNITY ENGAGEMENT

Mr. Dille continued the presentation.

#### PBB TOOL DELIVERABLE PBB TOOL PUSHES POLICY DISCUSSION COUNCIL BUDGET EXPECTATIONS

Mayor Deasy expressed his excitement about the PBB tools and how combining data with input from the community is a great approach to the budget process. Councilmember Shimoni agreed and added that he would like to see a component of participatory budgeting where the community is allocated a certain amount of funds to determine where they are allocated.

Ms. Lancaster concluded the presentation asking Council for their expectations with the budget.

#### COUNCIL BUDGET EXPECTATIONS

Mayor Deasy stated that he would like to begin working with the PBB tools to see how the system works. He would also like to have a discussion about establishing an unrestricted, emergency fund that can be used if needed.

Councilmember Shimoni asked for better prioritization of public safety, police, fire, dispatch, and alternative response.

Councilmember Aslan stated that he would like to see employee compensation, housing, and climate needs prioritized in the upcoming budget.

Councilmember Sweet noted that she is taking in all the information she has received and looks forward to future conversations about the development of the budget.

Vice Mayor Daggett asked if it might be possible to sit in on some of the staff meetings concerning the budget to see the process and understand how things are developed for Council consideration.

#### **10. Public Comment and Wrap-up**

There was no public comment.

Mr. Solomon offered that he looks forward to working with the new Council and that the last two days of retreats has been a great way to kick things off.

Ms. Lancaster closed the meeting by asking Council to describe in a couple of words the culture they each want to see within the Council.

Mayor Deasy – Visionary

Vice Mayor Daggett – Efficient, Effective, Respectful, Professional

Councilmember Aslan – Electrifying

Councilmember Shimoni – Synergy

Councilmember Sweet – Teamwork

Councilmember Salas – Resilience, Unity, and Diversity

Councilmember McCarthy – Progress and Respect

#### **11. Adjournment**

The Budget Orientation Retreat of the Flagstaff City Council held December 17, 2020, adjourned at 11:54 a.m.

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MAYOR

ATTEST:

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CITY CLERK

## MINUTES

### 1. Call to Order

Mayor Deasy called the Special Work Session held August 17, 2021, to order at 3:05 p.m.

#### **NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

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### 2. Pledge of Allegiance and Mission Statement

The Council and attendees recited the pledge of allegiance and Vice Mayor Daggett read the Mission Statement of the City of Flagstaff.

#### **MISSION STATEMENT**

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

### 3. **ROLL CALL**

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

PRESENT:

ABSENT:

MAYOR DEASY  
VICE MAYOR DAGGETT  
COUNCILMEMBER ASLAN  
COUNCILMEMBER MCCARTHY  
COUNCILMEMBER SALAS  
COUNCILMEMBER SHIMONI  
COUNCILMEMBER SWEET

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon

#### **4. COVID-19 Update and Discussion on Future Council Meetings and Vaccination Incentives**

Deputy City Manager Shannon Anderson provided a PowerPoint presentation that covered the following:

COVID-19 UPDATE AND DISCUSSION

AGENDA

CCHHS: COVID-19 WEEKLY CASES

CCHHS: HOSPITAL ADMISSION

CCHHS: COVID-19 DEATHS AMONG COCONINO COUNTY RESIDENTS

CCHHS: COMMUNITY TRANSMISSION

CCHHS: COMMUNITY VACCINATION

CCHHS: VARIANTS

NAH: HOSPITAL CENSUS

COUNCIL MEETING FORMAT

Mayor Deasy asked who would be holding the flag and attend the resolution committee meeting in his place at the Arizona League of Cities and Towns Annual Conference. Councilmember Salas volunteered to represent the City at the resolutions committee meeting. Senior Management Analyst Sarah Langley explained that Louie the Lumberjack has historically carried the flag during the parade of flags at the League conference and they are working to make arrangements to continue that tradition.

Ms. Anderson continued the presentation.

VACCINATION INCENTIVES FUNDING

VACCINATION INCENTIVE EXAMPLES

VACCINATION INCENTIVE NEXT STEPS

Council expressed interest in researching possible options to offer some kind of vaccine incentive. They requested that staff develop options for Council consideration, including partnerships with the County and Downtown Business Alliance, as well as cash payouts to people who get the vaccine. Council also requested additional marketing on wearing masks and getting vaccinated.

Following a brief discussion, Council agreed to return to in person meetings with the hybrid format. They requested that seating be limited and distanced appropriately within Chambers. They also indicated that they are comfortable with staff and members of Council participating virtually when desired.

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

Councilmember Sweet stated that the break was good and she is excited to see everyone in person. She reported that she attended the Beautification and Public Art Commission meeting where they chose artists for the utility box wraps. She also stated that she is looking forward to continued participation in the Mountain Line meetings and attending the Water Commission meetings.

Councilmember Shimoni also noted that it was good to be back after break. He thanked staff for their work over the summer and with their ongoing work with the flooding. He encouraged the public and Council to implement a routine COVID-19 testing regime to identify infection

when asymptomatic. Lastly, he requested the following two FAIR items:

1. Discussion about Eugene Oregon's efforts to house their unsheltered through the use of Square One Villages as outlined at [www.squareonevillages.org/opportunity](http://www.squareonevillages.org/opportunity).
2. Discussion about temporary urban camping in parks, along streets/public property, on private property, in cars as described at [www.eugene-or.gov/3484/Temporary-Urban-Camping](http://www.eugene-or.gov/3484/Temporary-Urban-Camping)

Councilmember Salas reported that she attended the Governor's Conference of Tourism event along with the Tourism Commission Chair and members of the Discover Flagstaff team. The City received the Best Tourism Partnership Rural Award at the for the Pledge for the Wild campaign. She also reported that she toured the newly opened Tinkertopia facility and offered congratulations to Dr. Alice Christie for her efforts to bring the facility online. She also attended Creative Flagstaff, formally known as Flagstaff Arts Council, awarding of grants to non-profits, and lastly, she announced that Friday is Arbor Day and there is a tree planting event on McMillan Mesa.

Councilmember McCarthy indicated that it was great to see everyone in person for the meeting.

Vice Mayor Daggett reported that Housing staff is working to get the Draft Housing Plan out to the public in October; she encouraged people to review the plan and give their thoughts. She also reported that the Sustainability Section will be holding an event on the climate change and action report. She offered appreciation for all the work with the flooding issues and keeping the public apprised of what is going on.

Mr. Solomon expressed gratitude to Senior Assistant City Attorney Christina Rubalcava for her work on obtaining an extension for the residents of the Flagstaff Village Apartments who are having to relocate due to new development. He also thanked Deputy City Attorney Kevin Finsel for his role in making the Tinkertopia project successful.

## 6. Adjournment

The Special Work Session held August 17, 2021, adjourned at 5:41 p.m.

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MAYOR

ATTEST:

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CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)  
TUESDAY, AUGUST 24, 2021  
STAFF CONFERENCE ROOM - SECOND FLOOR  
FLAGSTAFF CITY HALL  
211 WEST ASPEN AVENUE  
11:00 A.M.

1. **Call to Order**

Mayor Deasy called the Special Meeting (Executive Session) to order at 11:07 a.m.

2. **ROLL CALL**

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

PRESENT:

ABSENT:

MAYOR DEASY  
VICE MAYOR DAGGETT  
COUNCILMEMBER ASLAN (arrived at 12:07 p.m.)  
COUNCILMEMBER MCCARTHY  
COUNCILMEMBER SALAS  
COUNCILMEMBER SHIMONI (arrived at 11:13 a.m.)  
COUNCILMEMBER SWEET

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. **Recess into Executive Session**

**Moved by** Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

**Vote:** 5 - 0 - Unanimously

4. **Executive Session:**

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

- i. City Attorney & City Manager Evaluation Preparation

- B.** Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.
  - i. Legal Advice on Water Litigation Representation
  - ii. Legal Advice and Settlement Discussions re Prop 207 Claims (Goldwater Institute & Tevis Reich)

**5. Adjournment**

The Special Meeting (Executive Session) of the Flagstaff City Council held August 24, 2021, reconvened into Open Session at 12:45 p.m. at which time the meeting adjourned.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)  
TUESDAY, SEPTEMBER 7, 2021  
STAFF CONFERENCE ROOM - SECOND FLOOR  
FLAGSTAFF CITY HALL  
211 WEST ASPEN AVENUE  
11:00 A.M.

1. **Call to Order**

Mayor Deasy called the Special Meeting (Executive Session) to order at 11:07 a.m.

2. **ROLL CALL**

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

PRESENT:

ABSENT:

MAYOR DEASY  
VICE MAYOR DAGGETT  
COUNCILMEMBER ASLAN  
COUNCILMEMBER MCCARTHY  
COUNCILMEMBER SALAS  
COUNCILMEMBER SHIMONI (virtually, arrived at 12:24 p.m.)  
COUNCILMEMBER SWEET

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. **Recess into Executive Session**

**Moved by** Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

**Vote:** 6 - 0 - Unanimously

4. **Executive Session:**

- A. Discussions or consultations with designated representatives of the public body in order to discuss security plans, procedures, assessments, measures or systems relating to, or having an impact on, the security or safety of buildings, facilities, operations, critical infrastructure information and information technology maintained by the public body, pursuant to A.R.S. §38-431.03(A)(9).
- i. City Hall security and safety plans.

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

  - i. Legal advice related to settlement of the OTC tax case
- C.** Discussion or consultation for legal advice with the attorney or attorneys of the public body pursuant to A.R.S. §38-431.03(A)(3).

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

  - i. City Attorney Evaluation

**5. Adjournment**

The Special Meeting (Executive Session) of the Flagstaff City Council held September 7, 2021, reconvened into Open Session at 2:55 p.m. at which time the meeting adjourned.

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MAYOR

ATTEST:

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CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)  
TUESDAY, SEPTEMBER 14, 2021  
STAFF CONFERENCE ROOM - SECOND FLOOR  
FLAGSTAFF CITY HALL  
211 WEST ASPEN AVENUE  
11:00 A.M.

1. **Call to Order**

Mayor Deasy called the Special Meeting (Executive Session) to order at 11:06 a.m.

2. **ROLL CALL**

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

PRESENT:

ABSENT:

MAYOR DEASY  
VICE MAYOR DAGGETT (virtually)  
COUNCILMEMBER ASLAN (virtually)  
COUNCILMEMBER MCCARTHY  
COUNCILMEMBER SALAS  
COUNCILMEMBER SHIMONI (virtually)  
COUNCILMEMBER SWEET

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. **Recess into Executive Session**

**Moved by** Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

**Vote:** 7 - 0 - Unanimously

4. **Executive Session:**

- A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(3) and (7), respectively.
- i. Property negotiations related to a ground lease and development agreement for the City's 31.45 acres adjacent to the Pulliam Airport

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

Item postponed to September 21, 2021.

## 5. **Adjournment**

The Special Meeting (Executive Session) of the Flagstaff City Council held September 14, 2021, reconvened into Open Session at 2:41 p.m. at which time the meeting adjourned.

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MAYOR

ATTEST:

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CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)  
TUESDAY, SEPTEMBER 21, 2021  
STAFF CONFERENCE ROOM - SECOND FLOOR  
FLAGSTAFF CITY HALL  
211 WEST ASPEN AVENUE  
2:00 P.M.

1. **Call to Order**

Mayor Deasy called the Special Meeting (Executive Session) to order at 2:03 p.m.

2. **ROLL CALL**

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

PRESENT:

ABSENT:

MAYOR DEASY  
VICE MAYOR DAGGETT  
COUNCILMEMBER ASLAN (virtually)  
COUNCILMEMBER MCCARTHY  
COUNCILMEMBER SALAS  
COUNCILMEMBER SHIMONI (virtually)  
COUNCILMEMBER SWEET

3. **Recess into Executive Session**

**Moved by** Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

**Vote:** 7 - 0 - Unanimously

4. **Executive Session:**

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

- i. City Manager Evaluation Preparation

**5. Adjournment**

The Special Meeting (Executive Session) of the Flagstaff City Council held September 21, 2021, reconvened into Open Session at 2:25 p.m. at which time the meeting adjourned.

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MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)  
TUESDAY, SEPTEMBER 28, 2021  
STAFF CONFERENCE ROOM - SECOND FLOOR  
FLAGSTAFF CITY HALL  
211 WEST ASPEN AVENUE  
1:00 P.M.

**1. Call to Order**

Mayor Deasy called the Special Meeting (Executive Session) to order at 1:02 p.m.

**2. ROLL CALL**

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

PRESENT:

ABSENT:

MAYOR DEASY  
VICE MAYOR DAGGETT (virtually)  
COUNCILMEMBER ASLAN (virtually)  
COUNCILMEMBER MCCARTHY  
COUNCILMEMBER SALAS  
COUNCILMEMBER SHIMONI (virtually)  
COUNCILMEMBER SWEET

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

**3. Recess into Executive Session**

**Moved by** Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

**Vote:** 7 - 0 - Unanimously

**4. Executive Session:**

- A.** Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(3) and (7), respectively.
  - i. Real property negotiations and legal advice regarding the Auto Park Lots 9 and 10
- B.** Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.
  - i. Proposed Land Acknowledgment

**5. Adjournment**

The Special Meeting (Executive Session) of the Flagstaff City Council held September 28, 2021, reconvened into Open Session at 2:53 p.m. at which time the meeting adjourned.

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MAYOR

ATTEST:

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CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)  
TUESDAY, OCTOBER 5, 2021  
STAFF CONFERENCE ROOM - SECOND FLOOR  
FLAGSTAFF CITY HALL  
211 WEST ASPEN AVENUE  
1:00 P.M.

**1. Call to Order**

Mayor Deasy called the Special Meeting (Executive Session) to order at 1:02 p.m.

**2. ROLL CALL**

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

PRESENT:

ABSENT:

MAYOR DEASY  
VICE MAYOR DAGGETT (virtually)  
COUNCILMEMBER ASLAN (virtually)  
COUNCILMEMBER MCCARTHY  
COUNCILMEMBER SALAS  
COUNCILMEMBER SHIMONI (virtually)  
COUNCILMEMBER SWEET

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

**3. Recess into Executive Session**

**Moved by** Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

**Vote:** 7 - 0 - Unanimously

**4. Executive Session:**

- A.** Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.
  - i.** Contract negotiations and legal advice regarding the Professional Services Contract with Terros, Inc. dba Terros Health for the Alternate Response Mobile Unit
- B.** Discussion or consultation for legal advice with the attorney or attorneys of the public body pursuant to A.R.S. §38-431.03(A)(3).
  - i.** Legal advice regarding public meeting procedures

- ii. Legal advice regarding the procurement of materials/services

**5. Adjournment**

The Special Meeting (Executive Session) of the Flagstaff City Council held October 5, 2021, reconvened into Open Session at 2:37 p.m. at which time the meeting adjourned.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)  
TUESDAY, OCTOBER 12, 2021  
STAFF CONFERENCE ROOM - SECOND FLOOR  
FLAGSTAFF CITY HALL  
211 WEST ASPEN AVENUE  
1:00 P.M.

1. **Call to Order**

Mayor Deasy called the Special Meeting (Executive Session) to order at 1:03 p.m.

2. **ROLL CALL**

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

PRESENT:

ABSENT:

MAYOR DEASY  
VICE MAYOR DAGGETT (virtually)  
COUNCILMEMBER ASLAN (virtually)  
COUNCILMEMBER MCCARTHY  
COUNCILMEMBER SALAS  
COUNCILMEMBER SHIMONI (virtually)  
COUNCILMEMBER SWEET

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. **Recess into Executive Session**

**Moved by** Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

**Vote:** 7 - 0 - Unanimously

4. **Executive Session:**

- A.** Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.
- i. Legal Advice and Settlement Discussions on Filed Prop 207 Claims
  - ii. Minimum wage assessment lawsuit update

**5. Adjournment**

The Special Meeting (Executive Session) of the Flagstaff City Council held October 12, 2021, reconvened into Open Session at 2:26 p.m. at which time the meeting adjourned.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**6. A.**

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, City Clerk  
**Date:** 10/15/2021  
**Meeting Date:** 10/19/2021



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**TITLE**

**City Manager Report**

**STAFF RECOMMENDED ACTION:**

Information Only

**EXECUTIVE SUMMARY:**

\*\*\*Report will be sent to Council over the weekend and posted to the agenda on Monday\*\*\*

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:**

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**Attachments:** [City Manager Report](#)

# City Manager's Report

October 14, 2021

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. This report will include our October work anniversaries and we will hopefully be recognizing a couple of significant anniversaries during the Council meeting. I will also direct your attention to the great news regarding awards for our new Municipal Court Building, as well as an informational update re 4FRI.

## Work Anniversaries October 2021

### Five Years:

Cody Roberts, Police Officer  
(10/17/16)



Sasha Ashley, Court Judicial Specialist I  
(10/10/16)



**Ten Years:**

Emry Pensinger, Public Works Supervisor  
(10/3/11)



**Fifteen Years:**

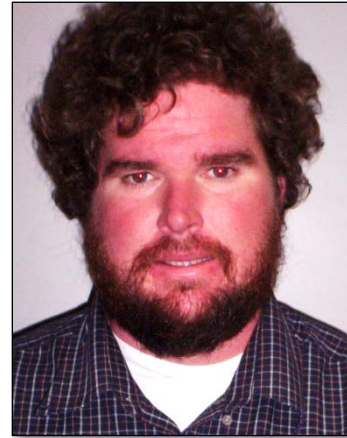
Jennifer Schaber, Creative Services Specialist  
(10/22/2006)



Katie Brown, Fire Engineer Paramedic  
(10/22/2006)

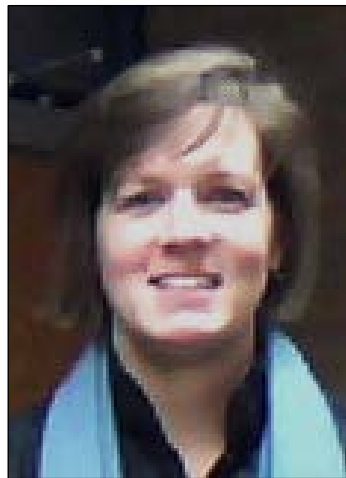


Timothy Harrington, Water Services Manager  
(10/22/2006)

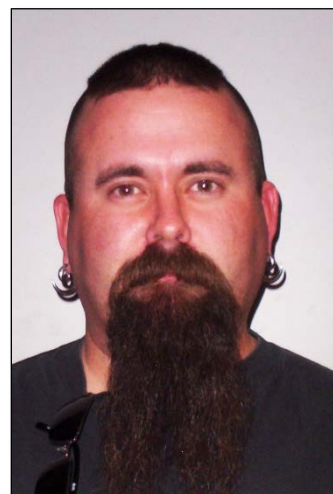


Twenty Years:

Christine Cameron, Project Manager Senior  
(10/22/01)



Benjamin James, Solid Waste Leadworker  
(10/14/01)



## Twenty-five Years:

Erik Caputo, Fire Battalion Chief

Erik Caputo is one of our thoughtful leaders at the Fire Department. He just completed a two-week Deputy Chief shadow program demonstrating his commitment to the future leadership of the FFD and the Greater Flagstaff Region.

Erik's participation in the Honor Guard has been an instrumental part of our annual September 11 commitment to "never forget." We've enjoyed having Erik in the shadow program at the puzzle palace and he's looking forward to getting back to shift!

Fire Battalion Chief Caputo, thank you for your incredible service to this organization and to the community. We salute you.



Ryan Darr, Interim Deputy Police Chief

Ryan was hired by the Police Department in October of 1996. Ryan completed a Criminal Justice Degree at NAU while finishing up an internship prior to his appointment. After completing the police academy, Ryan spent several years in patrol, and served as a Field Training Officer, a Phlebotomy Officer, and on the State Gang Taskforce. Ryan transferred into the Criminal Investigation section in 2005 and was promoted to Sergeant in 2012 and then to Lieutenant in 2021.

Today Ryan serves overseas our Criminal Investigation Section and is serving as an Acting Deputy Chief. Additionally, Ryan serves on the Executive Board for Victim Witness Services, Silent Witness Board, Domestic Violence Fatality Review Board, leads our Hostage Negotiations Team, and our Crime Free Multi-Housing Program. Ryan has several commendations in his file for performance and service to our community and he is a past recipient of the City Managers Excellence Award. We congratulate Ryan on 25 years of dedicated service to the Flagstaff community.



### Thirty-one Years (ding, ding, ding!):

And ringing the bell this month is Martha Villalobos, who serves as a Library Specialist. She first came to the City organization on October 16, 1990. The following comments are what Marta's colleagues would like to share about their wonderful co-worker.

Martha has shown versatility and adaptation to meet many challenges over the course of her 31 years at the County Correctional Facility Library. Martha is committed to her work and is resourceful in carrying out her daily duties following the protocols as a City of Flagstaff employee. Martha works as a team player with her counterpart Sharyn Tafoya at the Jail Library. Together they make selections for library materials while weeding outdated and damaged materials. They also ensure acquisitions are provided to inmates in a timely manner. Martha is courteous, patient, and respectful with both inmates and prison authorities. She is bilingual with a fluency in the Spanish language which is helpful wherein translations are requested among Spanish Speaking inmates involving access to library materials and knowledge of library policies.



Martha resolves matters with a cool and calm demeanor and is always willing to help with tasks that arise including sorting out materials coming back from inmate shakedowns. During the pandemic she has reallocated a portion of her time to work at the East Flagstaff library helping staff with curbside holds. This has been fortuitous for the local community so that they can receive library material in a timely manner.

Martha is an invaluable asset to our organization performing library duties to an inmate population in need. -- William Ascarza

"Martha has shown dedication, devotion and patience while providing library to inmates always maintaining her composure and professionalism." -- Sharyn Tafoya

Martha, you make your colleagues proud, and you shine upon this organization in the most positive way. Keep smiling, Martha, and thank you for being a part of Team Flagstaff!

### Municipal Court

Some amazing news here regarding our new Courthouse. The Arizona Masonry Council selected the City of Flagstaff Municipal Court Facility as a winner in their 30th Annual Excellence in Masonry Architectural Awards competition!

The award program recognizes outstanding masonry projects featuring brick, block, and stone. Awards are given to the project owner, architectural firm, general contractor, structural engineering firm, masonry contractor, and major masonry supplier for each winning project in recognition for their excellent design, workmanship, and creativity. The Flagstaff Municipal Court won two awards, the first was a Citation Award – Non-Residential, and the second award was the Craftsman Award – Non-Residential.

The new Flagstaff Municipal Court is a three-story, 40,000 SF, \$19.5M, Green Globes certified facility. The new Courthouse replaced a pair of obsolete, functionally inadequate buildings. Serving as Design-Build Contractor, Kinney Construction Services, Inc. (KCS) worked collaboratively with the City of Flagstaff and the Architect, CGL Companies. Design engineering support was provided by Energy Systems Design, Inc. (ESD), Caruso Turley Scott (CTS), and Shepard Wesnitzer, Inc. (SWI).

Jessica Cortes, Court Administrator for Flagstaff Municipal Court stated, “The City of Flagstaff Municipal Court Facility located in downtown Flagstaff is a beautiful and functional facility that ties into the downtown historic district’s architecture. The community can be proud of the courthouse in knowing that it contributes to providing more efficient justice services in an appropriate and accessible forum for dispute resolution.”

Big props to Kinney Construction Services and the entire team as referenced above for this amazing project. And we also extend our heartfelt appreciation to Christine Cameron for her oversight of the project (Christine is celebrating her twenty-year work anniversary this month!) and to Jessica Cortes, our Court Administrator, for her amazing leadership. Well done, team!



## **Fire Department**

In the 'we like doing this stuff' category, our fire crews assisted with the Flagstaff and Coconino High School bonfires. Everyone was safe and had fun.



## **Human Resources**

HR partnered with the Employee Advisory Council on a fringe benefit survey to capture what is most important to City employees. Stay tuned ...

## **Police Department**

- There are currently 15 vacant Police Officer positions being pursued, eight in the academy and one in field training with seven potential recruits in backgrounds.
- There are 6 dispatch vacancies with 11 new hires in training.
- Police staff members attended meetings on suicide prevention, Hope Overdose Coalition, RV parking restrictions and bicycle advisory committee.
- Sgt Brockman presented on drivers' education at Flagstaff High School.
- The Flagstaff Police Department participated in an NAU job fair.

## **PROSE**

- Mike Abeyta will be serving at the Interim Recreation Manager.
- Suns Rebound Project courts opened up on October 7th. This includes basketball and pickleball courts.
- A Coordinator from Hal Jensen Recreation Center participated in a webinar "Unveiling the Hidden Curriculum in your Fall Festivities." The goal was to educate viewers on how to create more inclusive programming.

- Construction surrounding the APS Elden Substation within the McMillan Mesa Natural Area continues. Work will consist of a curb cut on N. Gemini Road, moving a streetlight, and realigning the access road to the substation to allow large work trucks better access. (see picture below)




### **Public Works**

- Staff was in attendance of a tour of the new Mount Elden Middle School Facility with members of the Bond Oversight Committee and FUSD School Board. We continue to participate as a stakeholder and value the working relationship we have developed with our community partner. The remodeled school is nice and students will be using the new spaces next week following fall break.
- Thank you to Adam Meile, Senior Project Manager for the final delivery and well-constructed sweeper bay project. Streets will begin moving into the new bay just prior to the snow operations equipment staging season. This new building addition matches the existing construction detail to a tee and will house the sweeping program. All supporting equipment and sweepers will now have dedicated space that will streamline the operations and improve overall response for the entire Section. We will be hosting a simple tour ceremony in the coming month to provide some thanks and showcase the improvement. Thanks again Adam on an excellent project delivery and fantastic addition ... you rock!
- The street lighting technician has focused effort on streetlight repairs, 60 outstanding requests were addressed in the last couple of weeks, and we will work to address additional locations as we can secure the limited supply of fixtures

- The majority of the concrete curbing within the new long-term Pulliam Airport parking lot has been completed. Due to the recent rain, the paving schedule was moved to October 13, 14 and 15 (weather permitting). NEWS FLASH: the paving is happening at this time. We are going to have a new parking lot! The dry utilities conduit runs from the parking lot to the terminal have begun. Additional fine tuning of the detention basins continues.

## Meetings & Events

The ECONA meeting occurred on September 23<sup>rd</sup> and was well attended. The agenda is pasted below, as well as a screenshot of the attendees on the Zoom meeting. With respect to the 4FRI update, it is referenced under separate title below.



**ECoNA**  
Economic Collaborative  
of Northern Arizona

**ECoNA Executive Board Meeting Agenda**  
**September 23, 2021**  
**3:00pm-4:30pm**  
**ZOOM**

<https://us02web.zoom.us/j/86970854437?pwd=cEFpNlVlOQ01OeWStR010aXoxeGpCUT09>

Meeting ID: 869 7085 4437  
Passcode: 977884

- Introductions
- Welcome to the board:
  - Northern Arizona Healthcare-Flo Spyrow, CEO
- Approval of Minutes
- Approval of Financials
- Discussion of new board member
  - Camp Verde
- 4FRI Update
- Arizona Coyotes
- USL – Major Soccer League Team
- Manufacturing Summit-October 20
- EDA Grant Discussion
- Regional Economic Development Plan Update
- President’s Report

Updates from Board Members



## 4FRI Update

We met recently with reps from the USFS and our FWPP Manager, Neil Chapman, to discuss this and related topics. See below update from the USFS with referenced links. We will be setting up a presentation to Council in the near future to discuss this and also our pending and scheduled projects.

<https://www.fs.usda.gov/detail/4fri/news-events/?cid=FSEPRD957454>

## Four Forest Restoration Initiative (4FRI) Public Statement on Request for Proposals (RFP) Next Steps

Release Date: Sep 30, 2021

We are deeply invested in current and ongoing projects and our intention is to work with our partners and industry together on a new proposal including an RFP or other options and approaches to complete this work. Our critical work will continue with the goal of increasing the pace and scale of forest restoration across the 4FRI landscape.

The cancellation of the 4FRI Phase 2 RFP does not affect any ongoing forest restoration or fuels reduction work. We are continuing to get work done across the 4FRI landscape including critical fire risk-reduction projects in key municipal watersheds including C.C. Cragin, Flagstaff Watershed Protection Project (FWPP), and Bill Williams Mountain. We have several Good Neighbor Authority agreements (GNA) in place between the Forest Service and the State of Arizona to get this work done. The Apache-Sitgreaves, Tonto, Kaibab, and Coconino National Forest will continue to support industry across the 4FRI footprint by issuing new timber sales in FY22 to help support industry as we move forward with the next RFP. We also have several stewardship agreements in place for forest restoration with key partners including the National Forest Foundation, National Wild Turkey Federation, and the Nature Conservancy.

We are actively working with our partners, stakeholders, industry, and elected officials to ensure success when implementing future contracts or agreements. Starting with the 4FRI Stakeholders Group (SHG) and continuing with the Natural Resource Working Group (NRWG) we have discussed what we've all learned and how we can integrate it for success. We have already received clear feedback from our partners and industry to move forward rapidly and we will. In the next few weeks, there will be an Industry Roundtable, SHG meetings, and many discussions leading to a new proposal. The Forest Service is grateful for this support.

As part of our continuing work on a new proposal and other approaches and options, we are sharing the 4FRI Phase 2 RFP that was used to solicit offers. This document includes the content changes from all 13 amendments made from 10/1/2019 to 5/10/2021. There is also a summary of amendments to briefly highlight these changes. All of these documents are available on the 4FRI website

### **Related reading**

- [4FRI Phase 2 Conformed RFP](#)
- [4FRI Phase 2 RFP Summary of Amendments](#)

That is all for now, Council. Thank you. Onward and upward ...

8. A.

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Shannon Anderson, Deputy City Manager  
**Date:** 10/12/2021  
**Meeting Date:** 10/19/2021



---

**TITLE**

**COVID-19 Update**

**STAFF RECOMMENDED ACTION:**

This presentation is for informational purposes only.

**EXECUTIVE SUMMARY:**

City staff will present the updated COVID-19 dashboard data and an update on Navajo and Hopi Tribal Nations situation with COVID-19.

**INFORMATION:**

The COVID-19 dashboard includes information on new cases, hospitalization, COVID-related deaths, community transmission level, vaccination status and variants.

The Navajo and Hopi Tribal Nations update will include information about the number of cases, any emergency orders, and related press releases.

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**Attachments:** [Presentation](#)

# COVID-19 Update





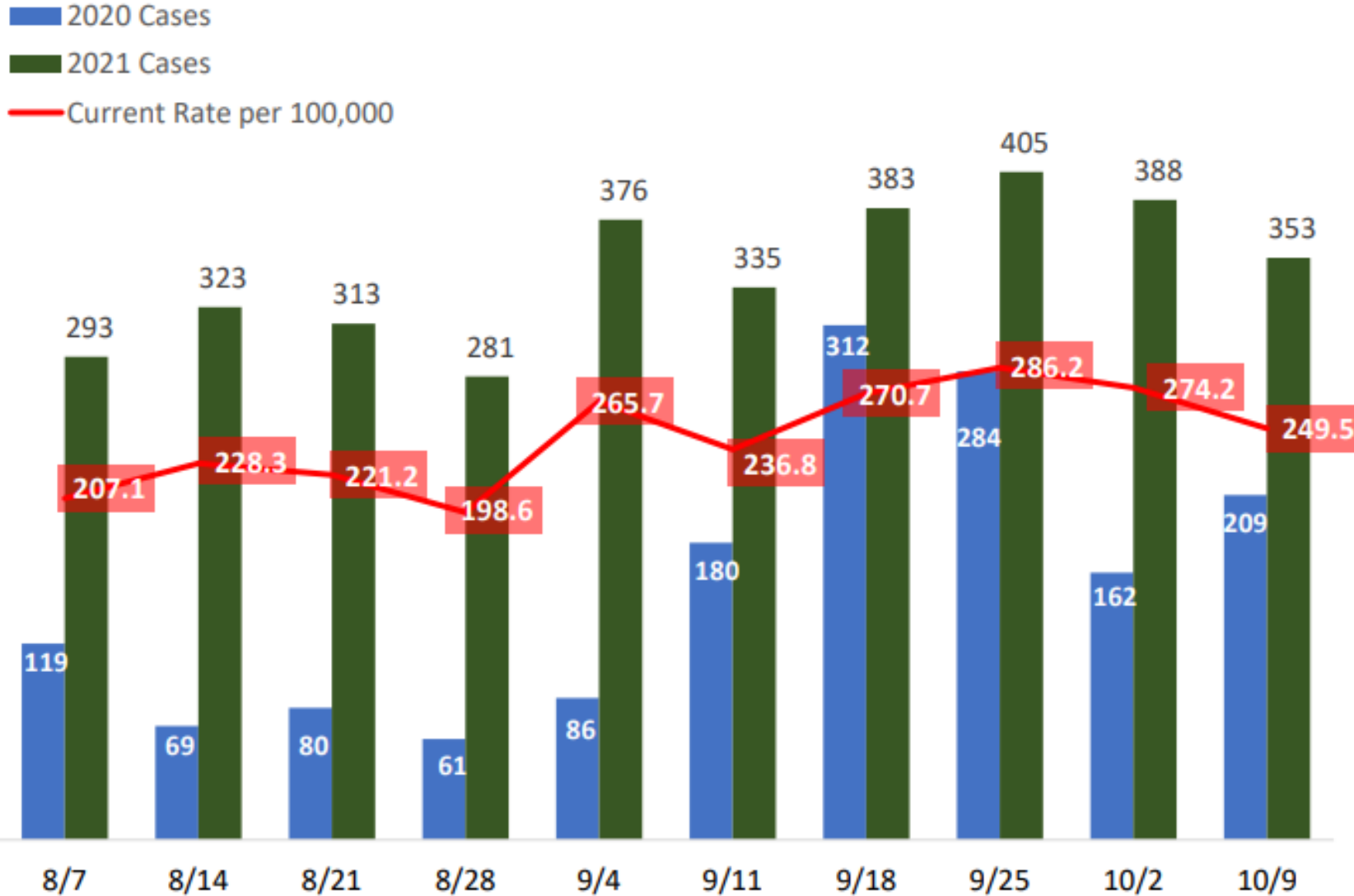
# Agenda



- The Data
  - Coconino County Health and Human Services (CCHHS) dashboard
  - Northern Arizona Healthcare (NAH) hospital census
  - Navajo Nation
  - Hopi Tribe
- Indigenous Nations Update



# CCHHS: COVID-19 Weekly Cases

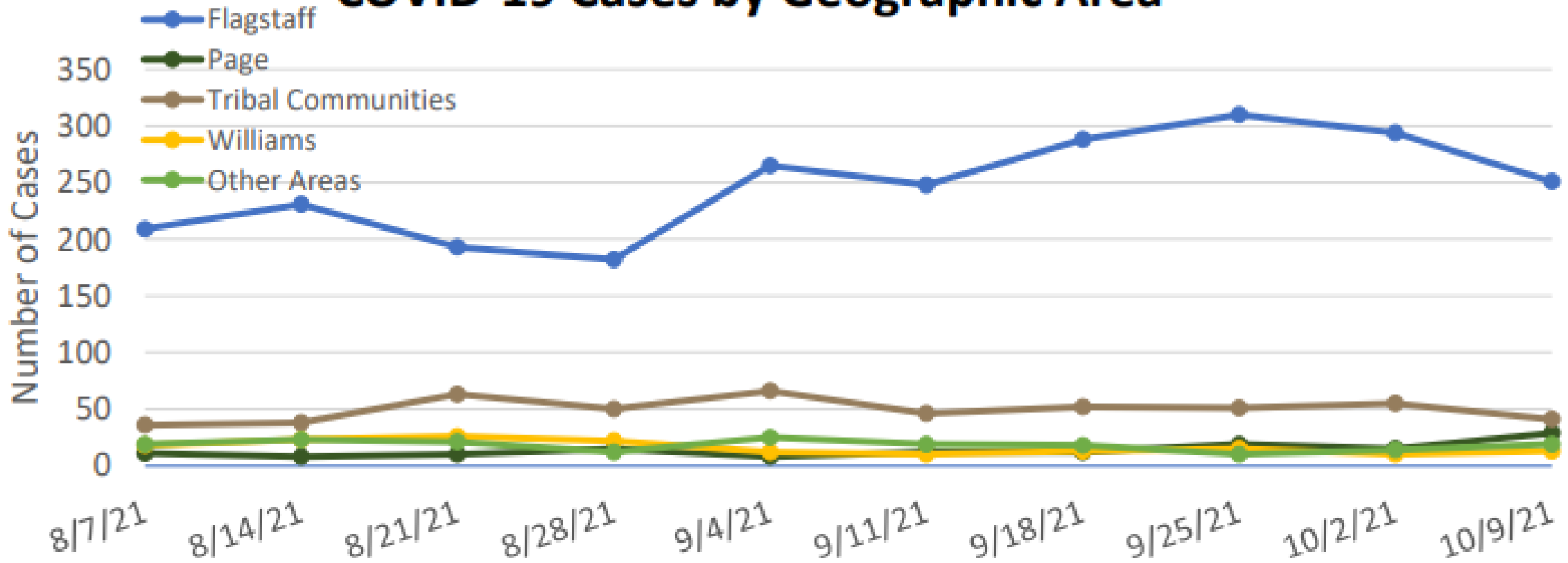




# CCHHS: COVID-19 Weekly Cases



## COVID-19 Cases by Geographic Area



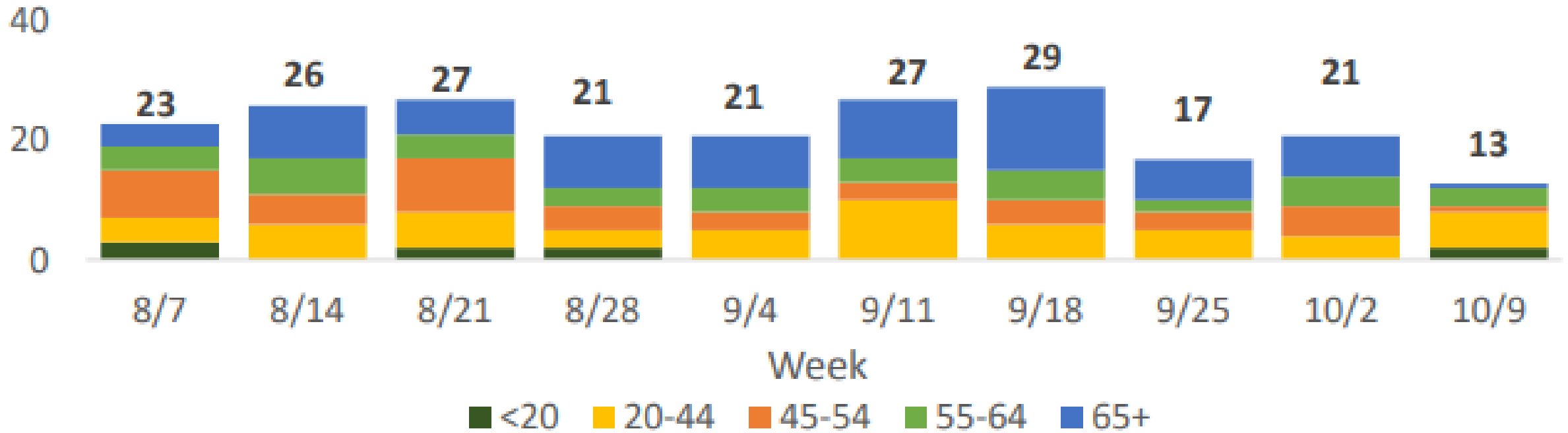


# CCHHS: Hospital Admissions



## Weekly Case Counts Among Coconino County Residents:

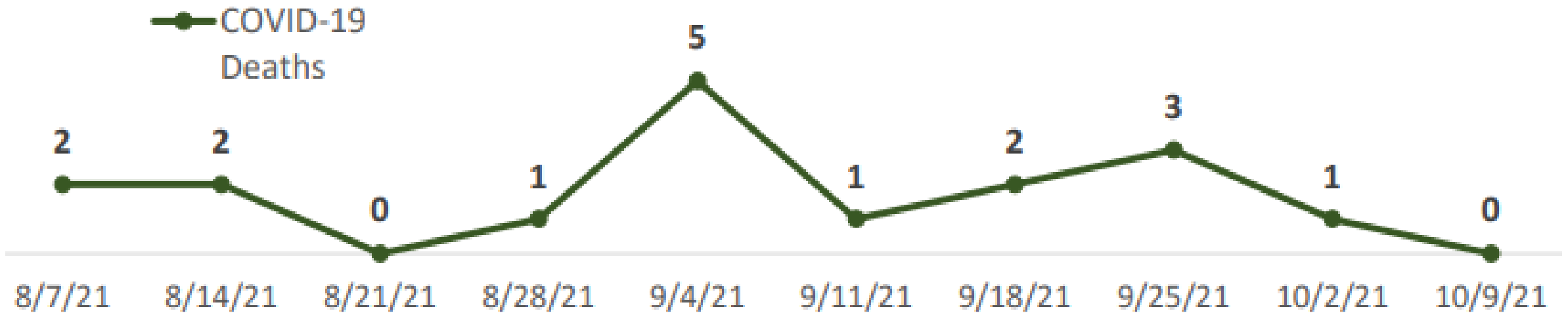
### Hospitalized Coconino COVID-19 Patients by Age





# CCHHS: COVID-19 Related Deaths

## Weekly COVID-19 Deaths Among Coconino County Residents:





# CCHHS: Community Transmission

## Community Transmission

- Coconino County has a current **incidence rate of 249.5 per 100,000**, **percent positivity of 6.8%**, and **COVID-19-Like-Illness incidence (CLI) of 6.4%\***.
- Coconino County is currently at a **High\*\*** level of community transmission.

Indicator	Low Transmission	Moderate Transmission	Substantial Transmission	High Transmission
Total new cases per 100,000 persons in the last 7 days	0-9	10-49	50-99	≥100
Percentage of PCR tests that are positive during the past 7 days	<5.0%	5.0% - 7.9%	8.0% - 9.9%	≥10.0%



# CCHHS: Community Vaccination

## Doses in Coconino

Total number of COVID-19 vaccine doses administered: **161,338**

Total number of COVID-19 vaccine doses ordered: **111,199**

Percent of COVID-19 vaccine doses utilized: **145.1%**

## People in Coconino

Total number of people who have received at least one dose of COVID-19: **87,966**

Percent of people vaccinated: **59.7%**

Number of people who are fully vaccinated against COVID-19: **74,826**

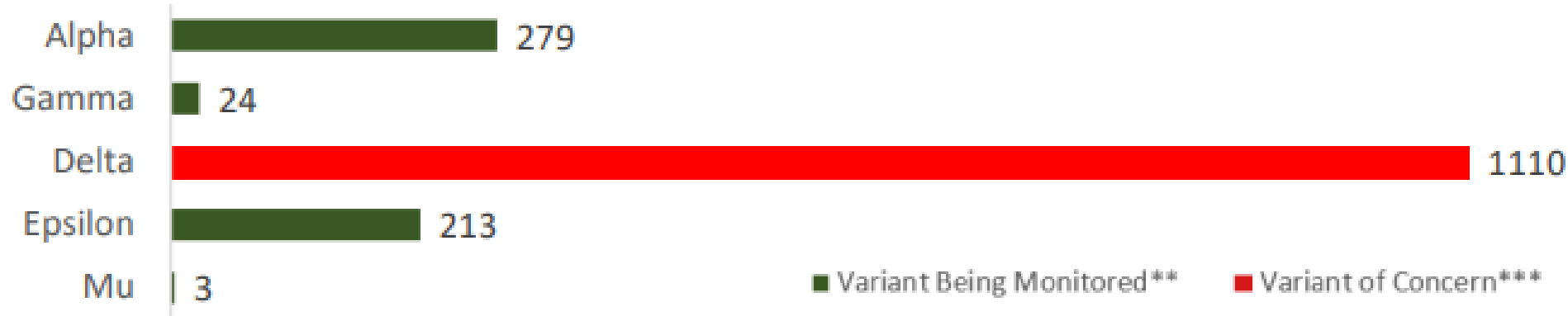


# CCHHS: Variants



## COVID-19 Variants:

### Total Variants Being Monitored\*\* and Variants of Concern\*\*\*



**\*\*Variants Being Monitored** include variants for which there are data indicating a potential or clear impact on approved or authorized medical countermeasures or that has been associated with more severe disease or increased transmission but are no longer detected or are circulating at very low levels in the U.S, and as such, do not pose a significant and imminent risk to public health in the U.S.

**\*\*\* Variants of Concern** include variants for which there is evidence of an increase in transmissibility, more severe disease (e.g., increased hospitalizations or deaths), significant reduction in neutralization by antibodies generated during previous infection or vaccination, reduced effectiveness of treatments or vaccines, or diagnostic detection failures.

**For more information about SARS-CoV-2 variants, please visit the CDC webpage:**

[SARS-CoV-2 Variant Classifications and Definitions \(cdc.gov\)](https://www.cdc.gov/sars-cov-2/variant-classifications-and-definitions)



# NAH: Hospital Census

## Flagstaff Medical Center Hospital Census

224

### In House COVID-19 Patients

Positive

33

Pending

## Hospital Capacity

Licensed Bed Capacity: 268

224



## Critical Care Capacity

Licensed Bed Capacity: 41

41



Data as of October 15, 2021



# Indigenous Nations Data

## Navajo Nation

<b>NN Health Facilities Data</b>	<b>Difference in 13 days/Prior</b>	<b>Current Week 10/13/21</b>	<b>Previous Date 9/30/21</b>
Total Tested	+ 7,516	346,255	338,739
Negative Cases	+ 6,204	284,714	278,510
Confirmed Positive Cases	+ 2,405	36,400	33,995
Recoveries	+ 589	32,735	32,155
Deaths	+ 16	1,463	1,447



# Indigenous Nations Data

## Hopi Tribe

<b>Hopi Health Care Center Data</b>	<b>Difference in 20 days</b>	<b>10/11/21 KUYI Radio FB</b>	<b>9/21/21 KUYI Radio FB</b>
Total Tested	+ 360	11,385	11,025
Negative Cases	+ 335	9,770	9,435
Positive Cases	+ 45	1,541	1,496
Hopi Tribal members (includes #s from Tuba Hospital)	+ 47	1,432	1,385



# Indigenous Nations Update

- Navajo Nation

- Public Health Emergency Orders remain the same
- ARPA Fiscal Recovery Funds Allocations and Office designation for oversight
- Health Advisory for 33 communities



# Indigenous Nations Update

- Hopi Tribe

- Hopi Senom Transit Service resumed schedule on 8/23 with two stops in Flagstaff
  - Kachina Square 9:50 am and 2:50 pm
  - Greyhound Bus Station 10:05 am and 3:05 pm
  - Daily departures to Kykotsmovi 10:15 am and 3:15 pm
- Continuing to encourage vaccines for everyone ages 12 or older, wearing of mask and washing of hands
- Third part of phased reopening

# Council Questions



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Fobar, Deputy City Clerk  
**Date:** 10/15/2021  
**Meeting Date:** 10/19/2021



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**TITLE:**

**Consideration of Appointment:** Sustainability Commission.

**STAFF RECOMMENDED ACTION:**

Make two appointments to terms expiring October 2022.  
Make two appointments to terms expiring October 2024.

**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 are currently four seats available due to three resignations and one term expiration. The commission is having a hard time meeting quorum, so staff recommends appointing all four seats at this time.

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

- Kristen Konkel (current commissioner)
- Molly McCormick (new applicant)
- April Smith (new applicant)
- Margaret Steiger (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:** Councilmember Salas, Councilmember Sweet, Councilmember Shimoni, and Mayor Deasy

**Financial Impact:**

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

**Policy Impact:**

Not applicable.

**Connection to PBB Key Community Priorities/Objectives & Regional 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 four Commissioners: By appointing three members 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.

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**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**

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#### **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**

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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:** 10/15/2021  
**Meeting Date:** 10/19/2021



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**TITLE:**

**Consideration and Action on Liquor License Application:** Andrea Lewkowitz "High Country Motor Lodge and General Store," 1000 W. Route 66, Series 10 New License (beer and wine store) and Series 11 (Hotel/Motel), New Licenses.

**STAFF RECOMMENDED ACTION:**

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

The City Council has the option to:

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

**Executive Summary:**

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A series 10 license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. This is a non-quota type of license. A series 11 license allows the holder of a hotel/motel license to sell and serve spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises.

High Country Motor Lodge and High Country Motor Lodge General Store are new business in Flagstaff. If approved, these will be the 32nd active series 10 license and the 5th active series 11 license in Flagstaff. To view surrounding liquor licenses, please visit the [Active Liquor Licenses 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 PBB Key Community Priorities/Objectives & Regional Plan:**

Liquor licenses are a regulatory action and there is no Council goal that applies.

**Has There Been Previous Council Decision on This:**

Not applicable.

**Key Considerations:**

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

The deadline for issuing a recommendation on this application is October 22, 2021.

**Community Benefits and Considerations:**

This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

**Community Involvement:**

The application was properly posted on September 29, 2021. No written protests have been received to date.

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**Attachments:**

[Letter to Applicant](#)

[Hearing Procedures](#)

[Series 10 Description](#)

[Series 11 Description](#)

[PD Memo - Hotel](#)

[Zoning Memo - Hotel](#)

[PD Memo - General Store](#)

[Zoning Memo - General Store](#)

[Map](#)



# City of Flagstaff

OFFICE OF THE CITY CLERK

10/5/2021

Andrea Dahlman Lewkowitz  
2600 N. Central Avenue  
#1775  
Phoenix, AZ 85004

Dear Ms. Lewkowitz:

Your applications for a new Series 11 Liquor License and a new Series 10 Liquor License for High Country Motor Lodge and High Country Motor Lodge General Store located at 1000 W. Route 66, Flagstaff, AZ was posted on September 29, 2021. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, October 19, 2021 which is currently scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference (Microsoft Teams Meeting) or in person and be prepared to answer any questions that the City Council may have. The invitation to join the online meeting will be emailed to you prior to the hearing. 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 October 18, 2021 and the application may be removed from the premises at that time.

There is an \$815 application fee for both applications which has been received via check.

If you have any questions, please feel free to call me at 928-213-2077 (office) or 928-220-5995 (cell).

Sincerely,

*Stacy M. Fobar*

Stacy M. Fobar  
Deputy City Clerk

Enclosures



# City of Flagstaff

## Liquor License Application Hearing Procedures

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

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

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

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

Non-transferable

Off-sale retail privileges

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

### PURPOSE:

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

### ADDITIONAL RIGHTS AND RESPONSIBILITIES:

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

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

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

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

## License Types: Series 11 Hotel/Motel License (with Restaurant)

Non-transferable

On-sale retail privileges

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

### PURPOSE:

Allows the holder of a hotel/motel license to sell and serve spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises.

### ADDITIONAL RIGHTS AND RESPONSIBILITIES:

An applicant for a hotel/motel license must file a copy of its restaurant menu with the application.

A hotel/motel 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.

The restaurant on the licensed premises must derive at least forty percent (40%) of its gross revenue from the sale of food.

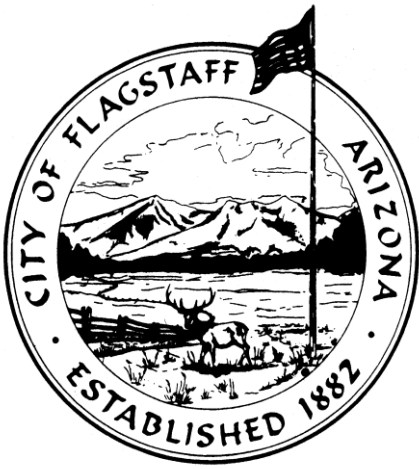
A hotel or motel with a Series 11 license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is by a key or magnetic card device and **not** furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m. Monday through Saturday and 2:00 a.m. and 10:00 a.m. on Sundays.

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 must be posted in each room on the inside of the door **or** on a menu (or similar item).

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.



# 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  
Dan Musselman

## MEMORANDUM

**Memo #21-078**

**TO: Chief Dan Musselman**

**FROM: Sgt. Ryan Turley**

**DATE: September 29th, 2021**

**RE: LIQUOR LICENSE APPLICATION – SERIES 11- FOR “High Country Motor Lodge”**

---

On September 29th, 2021, I initiated an investigation into an application for a series 11 (Hotel / Motel Store) liquor license filed by Andrea Lewkowitz (Agent), Richard Behr (Controlling Person), John Grossman (Controlling Person) and Michael Pedulla (Controlling Person). This is a new application, and the application number is 157444. It is for High Country Motor Lodge and is located at 1000 W. Rte 66.

I conducted a query through local systems and public access on all of the applicants and discovered no derogatory records for the applicants. I conducted a search for any current or previous liquor licenses held by the applicants and found that Andrea works for a law firm which assists business obtain licenses and she has multiple licenses under her name. I did not find any current or historical liquor violations for the applicant or the business. This business is not located within 300 feet of a school or church.

I spoke to Andrea who advised that she would be present for the Council Meeting on October 19th.



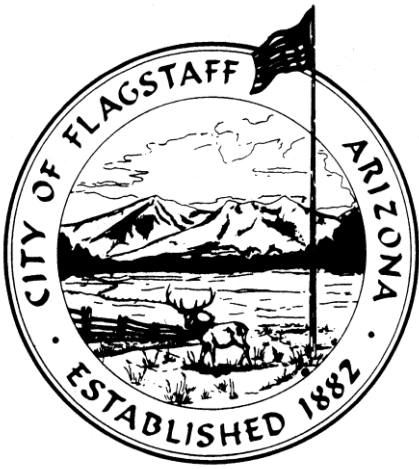
## Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk  
From: Reggie Eccleston, Code Compliance Manager  
CC: Alexandra Pucciarelli, Interim Planning Director  
Date: Oct. 1, 2021  
Re: Application for Liquor License #157444  
1000 W. Rte.66, Flagstaff, Arizona 86001  
Assessor's Parcel Number 103-01-002  
Andrea Lewkowitz on behalf of High Country Motor Lodge

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This application is a request for a new Series 11 Hotel/Motel liquor license by Andrea Lewkowitz on behalf of High Country Motor Lodge. This business is located within the Highway Commercial district. This district does allow for this use.

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



# 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  
Dan Musselman

## MEMORANDUM

**Memo #21-077**

**TO: Chief Dan Musselman**

**FROM: Sgt. Ryan Turley**

**DATE: September 29th, 2021**

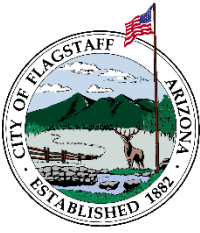
**RE: LIQUOR LICENSE APPLICATION – SERIES 10- FOR “High Country Motor Lodge”**

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On September 29th, 2021, I initiated an investigation into an application for a series 10 (Beer and Wine Store) liquor license filed by Andrea Lewkowitz (Agent), Richard Behr (Controlling Person), John Grossman (Controlling Person) and Michael Pedulla (Controlling Person). This is a new application, and the application number is 15157464. It is for High Country Motor Lodge and is located at 1000 W. Rte 66.

I conducted a query through local systems and public access on all of the applicants and discovered no derogatory records for the applicants. I conducted a search for any current or previous liquor licenses held by the applicants and found that Andrea works for a law firm which assists business obtain licenses and she has multiple licenses under her name. I did not find any current or historical liquor violations for the applicant or the business. This business is not located within 300 feet of a school or church.

I spoke to Andrea who advised that she would be present for the Council Meeting on October 19th.



## Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk  
From: Reggie Eccleston, Code Compliance Manager  
CC: Alaxandra Pucciarelli, Interim Planning Director  
Date: Oct. 1, 2021  
Re: Application for Liquor License #157464  
1000 W. Rte.66, Flagstaff, Arizona 86001  
Assessor's Parcel Number 103-01-002  
Andrea Lewkowitz on behalf of High Country Motor Lodge General Store

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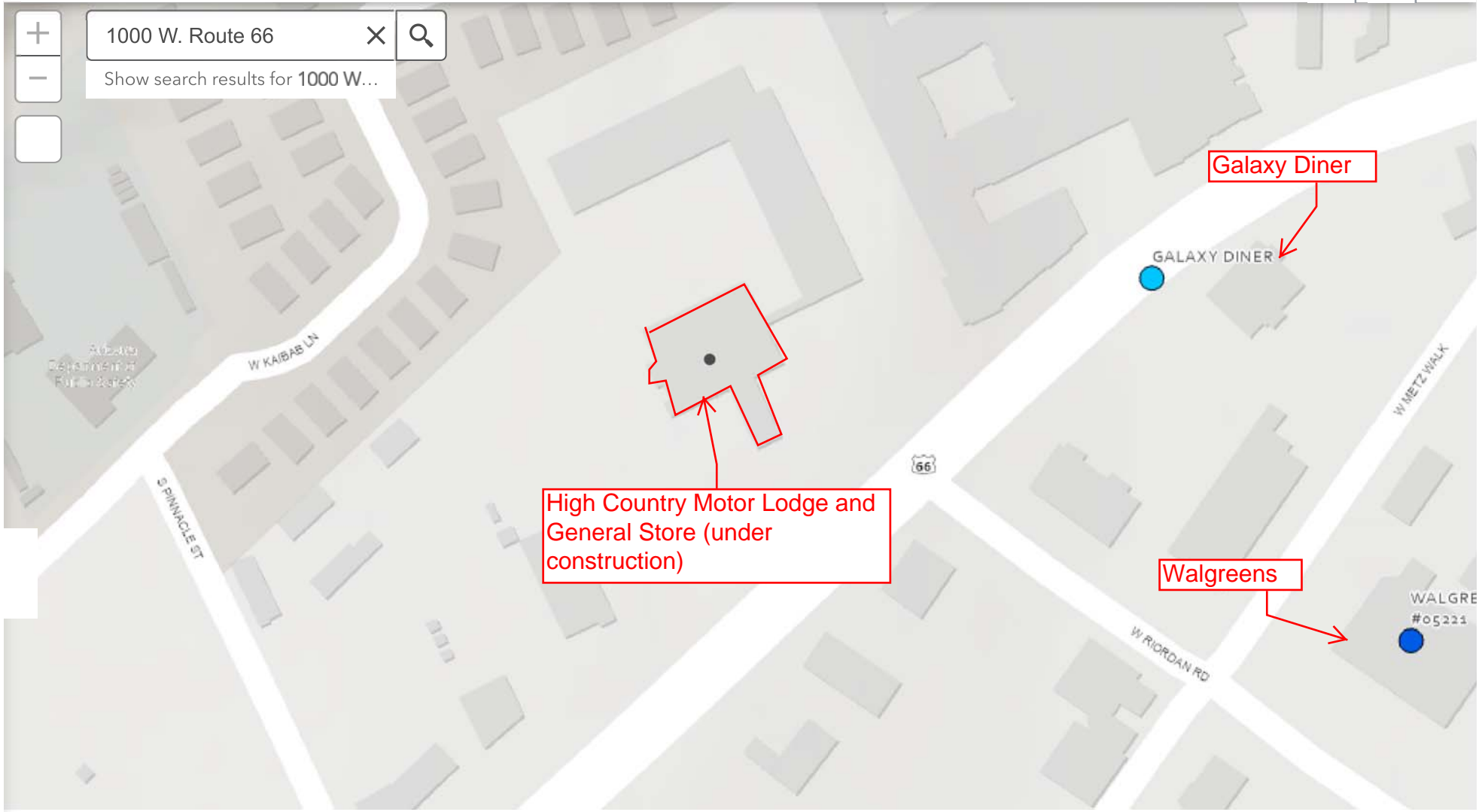
This application is a request for a new Series 10 Beer & Wine Store liquor license by Andrea Lewkowitz on behalf of High Country Motor Lodge General Store. This business is located within the Highway Commercial district. This district does allow for this use.

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



# Active Liquor Licenses

## City of Flagstaff GIS



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacey Brechler-Knaggs, Grants and  
Contracts Manager  
**Co-Submitter:** Barney Helmick  
**Date:** 10/15/2021  
**Meeting Date:** 10/19/2021



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**TITLE:**

**Consideration of Ratifying Grant Agreement:** Ratify the Grant Agreement between the City of Flagstaff (COF) and the U.S. Department of Transportation, Federal Aviation Administration (FAA) for Airport Rescue Grant Program funding for operational and maintenance expenses directly related to the Flagstaff Pulliam Airport.

**STAFF RECOMMENDED ACTION:**

Ratify the Grant Agreement in the amount of \$1,994,063 for airport operational and maintenance costs.

**Executive Summary:**

City Council is being requested to ratify the City Manager's acceptance of the FAA Grant Offer, which provides funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. The grant funds may be used for expenses incurred no earlier than January 20, 2020 and ending four (4 years) or (1,460 calendar days) from the date of acceptance.

The FAA encourages airports to spend the funds expeditiously to reduce the adverse impacts of the current public health emergency.

**Financial Impact:**

The funds under the American Rescue Plan Act for the FAA Airport Rescue Grant are available at a 100% Federal share and there is no local match required.

**Policy Impact:**

None. The grant funds will help protect public health and airport operations.

**Connection to PBB Key Community Priorities/Objectives & Regional Plan:**

## **Priority Based Budget Key Community Priorities and Objectives**

### **Safe & Healthy Community**

- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.
- Promote physical health through providing recreation opportunities, parks, open space & multiple transportation options.

### **Sustainable, Innovative Infrastructure**

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Provide effective management of and infrastructure for all modes of transportation.

## **Has There Been Previous Council Decision on This:**

No

## **Options and Alternatives:**

- Ratify and accept the Grant Agreement which will provide and funding to operate and maintain the Flagstaff Pulliam Airport.
- Do not ratify and accept the Grant Agreement and funding.

## **Background/History:**

The Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ( "ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

## **Key Considerations:**

The Grant Offer was made August 13, 2021, and the deadline for acceptance was September 30, 2021. The City Manager has accepted the Grant Offer in order to meet the grant deadline.

The Grant funds will help protect public health and airport operations.

The purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Flagstaff Pulliam incurred no earlier than January 20, 2020. Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

## **Community Benefits and Considerations:**

To prevent, prepare for, and respond to coronavirus impacts, including support for continuing airport operations.

## **Community Involvement:**

Inform.

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**Attachments:** [Grant Agreement #3-04-0015-048-2021](#)



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Western-Pacific Region  
Arizona, Nevada

FAA PHX ADO  
3800 N Central Ave  
Suite 1025  
Phoenix, AZ 85012

## Airport Rescue Grant Transmittal Letter

August 13, 2021

Mr. Greg Clifton  
City of Flagstaff  
City Manager  
211 W. Aspen Ave.  
Flagstaff, AZ 86001

Dear Mr. Clifton:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-04-0015-048-2021 for Flagstaff Pulliam Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **September 30, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike N. Williams", followed by a horizontal line extending to the right.

Mike N. Williams  
Manager,  
Phoenix ADO



## AIRPORT RESCUE GRANT

### GRANT AGREEMENT

#### Part I - Offer

Federal Award Offer Date August 13, 2021 \_\_\_\_\_

Airport/Planning Area Flagstaff Pulliam Airport

Airport Rescue Grant No. 3-04-0015-048-2021

Unique Entity Identifier 088302625

TO: City of Flagstaff

(herein called the "Sponsor")

**FROM: The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated July 30, 2021, for a grant of Federal funds at or associated with the Flagstaff Pulliam Airport, which is included as part of this Airport Rescue Grant Agreement;

**WHEREAS**, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Flagstaff Pulliam Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

**WHEREAS**, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

**WHEREAS**, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Flagstaff Pulliam incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

**NOW THEREFORE**, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$1,994,063**, allocated as follows:
  - \$1,994,063 ARPA KV2021**
  
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
  - a. The Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
  - b. The Budget Period:
    1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
  - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before **September 30, 2021**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
  - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
  - c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.
18. **Ban on Texting While Driving.**
- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
    2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.
19. **Trafficking in Persons.**
- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
    1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    2. Procure a commercial sex act during the period of time that the award is in effect; or
    3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
  - b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
    1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
    2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
      - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
  - c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
  - d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
    - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
    - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.
20. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals —
    - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
      - a. Gross mismanagement of a Federal grant;
      - b. Gross waste of Federal funds;
      - c. An abuse of authority relating to implementation or use of Federal funds;
      - d. A substantial and specific danger to public health or safety; or
      - e. A violation of law, rule, or regulation related to a Federal grant.
    - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
      - a. A member of Congress or a representative of a committee of Congress;
      - b. An Inspector General;
      - c. The Government Accountability Office;
      - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
      - e. A court or grand jury;
      - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
      - g. An authorized official of the Department of Justice or other law enforcement agency.
    - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
  6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
  22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

### SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

#### CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
  - a. Will be maintained and used at the airport for which they were purchased; and
  - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

#### CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States’ share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.

5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
- a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
  - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
  - c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated August 13, 2021

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

A handwritten signature in blue ink, appearing to read "Mike N Williams", written over a horizontal line.

*(Signature)*

Mike N Williams

*(Typed Name)*

Manager, Phoenix Airports District Office

*(Title of FAA Official)*

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. <sup>1</sup>

Dated August 23, 2021

City of Flagstaff

*(Name of Sponsor)*

*Greg Clifton*  
Greg Clifton (Aug 23, 2021 10:40 PDT)

*(Signature of Sponsor's Designative Official/Representative)*

**By:** Greg Clifton

*(Type Name of Sponsor's Designative Official/Representative)*

**Title:** City Manager

*(Title of Sponsor's Designative Official/Representative)*

**Attest:**

City Clerk

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Sterling Solomon, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arizona. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at August 23, 2021

By: *Sterling Solomon*  
Sterling Solomon (Aug 23, 2021 22:00 PDT)  
*(Signature of Sponsor's Attorney)*

## AIRPORT RESCUE GRANT ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

#### B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

#### FEDERAL LEGISLATION

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- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3,4</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.<sup>1</sup>
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).<sup>1</sup>
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

#### **FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>4</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

##### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

##### **2. Responsibility and Authority of the Sponsor.**

###### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

**4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Consistency with Local Plans.**

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**6. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

**7. Consultation with Users.**

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**8. Pavement Preventative Maintenance.**

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**9. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**10. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**11. Veteran's Preference.**

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**12. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance

and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**13. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**14. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

**15. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

**16. Airport Revenues.**

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or

operator of the airport(s) subject to this agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

#### **17. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **18. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### **19. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport

layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## 20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. **Applicability**
1. **Programs and Activities.** If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. **Facilities.** Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. **Duration**
- The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:
1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. **Required Solicitation Language**

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **City of Flagstaff**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
  - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
  - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**21. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**22. Policies, Standards and Specifications.**

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 30, 2021.

**23. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**24. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**25. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

## **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars](http://www.faa.gov/regulations_policies/advisory_circulars)

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacey Brechler-Knaggs, Grants and  
Contracts Manager  
**Co-Submitter:** Barney Helmick  
**Date:** 10/15/2021  
**Meeting Date:** 10/19/2021



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**TITLE:**

**Consideration and Approval of Grant Agreement:** A Grant Agreement between the City of Flagstaff and the Arizona Department of Transportation (ADOT), Multimodal Planning Division, Aeronautics Group for Environmental Documentation.

**STAFF RECOMMENDED ACTION:**

Approve the Grant Agreement with the AZ Department of Transportation, Aeronautics Group for grant funds in the amount of \$675,000 with a City match of \$75,000.

**Executive Summary:**

The grant funds will be used to finance a project for Environmental Documentation (Categorical Exclusion and/or Environmental Assessment for Airside and Landside Improvements). This project will help enable the City to meet future grant requirements to improve the Flagstaff Pulliam Airport.

**Financial Impact:**

The ADOT Grant for \$675,000 will cover 90% of the cost for the Environmental Documentation and the City will cover the 10% match amount of \$75,000, for a total project cost of \$750,000. This project is budgeted in account 221-07-222-6310-0-4208.

**Policy Impact:**

None

**Connection to PBB Key Community Priorities/Objectives & Regional Plan:**

**Priority Based Budget Key Community Priorities and Objectives**

**Safe & Healthy Community**

- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.
- Promote physical health through providing recreation opportunities, parks, open space & multiple transportation options.

**Sustainable, Innovative Infrastructure**

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

- Provide effective management of and infrastructure for all modes of transportation.

**Has There Been Previous Council Decision on This:**

No prior action has been presented to City Council.

**Options and Alternatives:**

- Accept the Grant Agreement which will provide funding for Environmental Documentation for the Flagstaff Pulliam Airport.
- Accept the Grant Agreement and funding.

**Background/History:**

The airport is looking to complete an Environmental Assessment for the airport to cover projects including movement of Taxi lane Whiskey, purchase of land in the Runway Protection Zone and additional work planned over the next 5 years. In addition, the planner could be utilized for other airport planning documents such as updates on Airport Layout Plan, Sustainability Master Plan, Airport Master Plan, Certification Manual, Airport Security Master Plan, Minimum Standards, Rules and Regulations, Safety Management System, Airport Safety Plan, as well as Title VII Civil Rights Plan, Disadvantaged Business Enterprise plans.

**Key Considerations:**

The current Airport Master Plan has identified short, mid and long term projects. Some of these projects require environmental assessments before they can proceed. This grant will assist in hiring an airport planner to complete the required environmental documentation in addition, other required airport planning documents.

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**Attachments:**     [ADOT Grant Agreement E2S1F01E](#)

**Arizona Department of Transportation  
Multimodal Planning Division  
Aeronautics Group**

**Airport Development Reimbursable Grant Agreement**

**Part I**

THIS AGREEMENT is entered into \_\_\_\_\_, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the “State”) and City of Flagstaff a political subdivision of the State of Arizona, (the “Sponsor”) for a grant of State funds for the purpose of aiding in financing a Project of *Environmental Documentation (CatEx and /or EA for Airside and Landside Improvements* (the “Project”), for the improvement of the Flagstaff Airport (the “Airport”).

WITNESSETH

**Recitals:**

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on July 9<sup>th</sup> 2021, and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

**Sponsor’s Responsibility**

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: July 30<sup>th</sup> 2021. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

**Obligations**

- 1) The minimum funding participation from the Sponsor shall be **\$75,000.00 (10%)** as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **\$675,000.00 (90%)**
- 3) Except as otherwise provided herein for the State's obligation to provide funds hereunder expires upon completion of the Project required herein or **August 1<sup>st</sup> 2025** whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months or if the State determines that Sponsor is not otherwise complying with the terms of this Agreement. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation provided Sponsor is not in default hereunder.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) Notwithstanding anything to the contrary herein, in the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

**Preliminary Work Provision**

Any preliminary work, for which costs for this Project were incurred after July 9<sup>th</sup> 2021 shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

**Part II**

The Sponsor shall approve and attach to this agreement a resolution, or Motion, or Board Action by its governing body that certifies as follows:

1) The Sponsor has the legal power and authority:

- a) to do all things necessary, in order to undertake and carry out the Project;
- b) to accept, receive and disburse grant funds from the State in aid of the Project.

2) The Sponsor now has on deposit, or is in a position to secure Seventy Five Thousand dollars (\$ 75,000 ), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

Airport General Fund  
(Enter local funding type and location)

3) The Sponsor hereby designates Rick Tadder, Management Services Director  
Name Title  
to receive payments representing the State's share of project costs.

\_\_\_\_\_  
Signature of Sponsor's Representative  
Greg Clifton, City Manager  
Title of Representative

4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **IV0000002739**  
Sponsor Vendor Address: **211 West Aspen  
Flagstaff, AZ 86001**

**Exhibits**

The following Exhibits are incorporated herewith and form a part of this Agreement.

- Exhibit A - Sponsor Assurances
- Exhibit B - General Provisions
- Exhibit C - Specific Provisions and Project Schedules

STATE:

State of Arizona  
Department of Transportation  
Multimodal Planning Division

SPONSOR:

City of Flagstaff  
Flagstaff Airport

By: \_\_\_\_\_

Title: Gregory Byres, Division Director

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Greg Clifton, City Manager

Date: \_\_\_\_\_

WITNESSED BY:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSED BY:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**Sponsor Assurances**

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

**General**

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State

funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

### **Financial**

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

### **Record Keeping**

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

### **Airport Based Aircraft Reporting**

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

### **Airport Layout Plan**

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA

Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.

- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.
- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

**Immediate Vicinity Land Use Restriction**

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

**Airport Operation**

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
  - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
  - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;

- c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
  - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.
- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
- a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
  - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

**Sponsor Transactions**

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

**Airport Revenues**

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

**Disposal of Land**

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
  - 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.
-

**EXHIBIT B**

**General Provisions**

**Employment of Consultants**

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

**Contracts**

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
  - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
  - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 2009-9, relating to equal opportunity;
  - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
  - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
  - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
  - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
  - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.

- d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

**3) Liability of Subcontractors**

1) It shall be the responsibility of the Sponsor to ensure through contractual agreement that any independent contractor, subcontractors, or sub consultants utilized by the Sponsor, defend, indemnify, save, and hold harmless the State and any of their departments, divisions, agencies, officers, or employees who may be obligated to pay by reason of any liability imposed upon any of the above for damages arising out of any error, negligence, omissions, or act of the independent contractor, subcontractor, or sub consultant.

**Conflict of Interest**

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

**Reports**

**1) Reimbursement Requirements**

a). The Sponsor shall submit quarterly Grant Reimbursement Requests (GRR's) to the Aeronautics Grant Manager after the date of the grant agreement has been signed by both Sponsor and State.

b). The Sponsor shall prepare quarterly (GRR) forms with the appropriate invoices attached which clearly indicate the project's progress to date and the amount of reimbursement due by virtue of that progress. All GRR's for payment shall be for work completed unless otherwise agreed to by State.

(i). The State has the right to withhold reimbursement payments if the Sponsor does not fill out the State GRR form correctly. If the State does decide to withhold payments to the Sponsor for any reason, it must provide written notification and an explanation to the Sponsor within ten (10) days of the date of the invoice submitted.

c). The State has the right to suspend any current or future grants should the Sponsor neglect to make a grant reimbursement request after 180 days as stated on the **Projected Reimbursement Requests / State Cash Flow** section of the grant agreement under Exhibit C, Schedule 2.

d). An Airport may be awarded a pavement management agreement through the State's Airport Pavement Management System (APMS Program). Sponsors receiving APMS treatment will be responsible for 10% of the eligible construction cost. Outstanding balances after final costs reconciliation shall be paid to the State upon written notice. Any unpaid balance by the Sponsor can result in suspension of participation in the State's Airport Pavement Management System and State/Local Grants.

2) The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

### **Changes**

**Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement.** Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

### **Audit**

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

**Suspension**

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

**Failure to Perform**

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

**Termination for Convenience**

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

**Waiver by State**

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

**Compliance with Laws**

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

**Arbitration**

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

**Jurisdiction**

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

**Excess of Payments**

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with

the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

**State Inspectors**

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

**Indemnification**

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

**Required Provisions Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

**Property of the Sponsor and State**

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

**Title VI List of Pertinent Nondiscrimination Authorities**

During the performance of this Agreement, the Sponsor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Sponsor") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);
- 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 5) The Age Discrimination Act of 1957, as amended, (42 U.S. C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs of activities” to include all the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10) Executive Order 12898, Federal Actions to Address Environmental justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin, discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 U.S.C 1681 et. Seq.).
- 13) All parties shall comply with all applicable federal, state, county, cities, and local laws, rules, regulations, and assurances in addition to all applicable provisions of Title 14 (Aeronautics and Space Chapter 1 – Federal Aviation Administration, Department of Transportation) and Title 49 (United States Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.

**EXHIBIT C**

**Specific Provisions and Project Schedules**

**Provisions for Environmental Document**

**Financial Cost Categories**

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Environmental Document" (as applicable), including consulting services.
- 2) "Sponsor Administration" directly associated with this Project (not to exceed 5% of consulting service costs).
- 3) "Sponsor Force Account" contribution (if applicable).
- 4) "Other" with prior approval of the State.

**Environmental Agreements**

- 1) The Sponsor shall include in all published material in connection with the Environmental Document a notice that the material was prepared under a grant provided by the Arizona Department of Transportation. The terms, conditions and assurances shall remain in effect until grant closure. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use any of the material prepared in connection with this grant.
- 2) The Sponsor shall make Environmental Document material available for examination by the public and agrees that no material prepared with funds under this Project shall be subject to copyright. Approval of this Project grant or approval of the environmental document materials developed as a part of this grant does not constitute or imply assurance or commitment on the part of the State to approve pending or future application for a State grant or funding.
- 3) The Sponsor shall complete all environmental documents in accordance with FAA Order 5050.4B (National Environmental Policy Act Instructions for Airport Projects) & FAA Order 1050.1E (Policies and Procedures for Considering Environmental Impacts) or revisions, applicable federal and state regulations, orders, policies, and requirements. The Sponsor may not accomplish the final acceptance of the plan until the State has reviewed and commented on the work performed. The comments provided by the State shall not be construed as approval of the environmental document.
- 4) At the completion of the Project, the Sponsor agrees to provide an electronic copy, in a format usable by the State of final environmental documents, and/or other published materials produced as a result of this environmental Project. Final reimbursement will not be made until the State receives all required documentation.

**Project Schedules for Environmental Document**

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project’s progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

**Schedule One  
Project Description and Funding Allocation**

**Detailed Project Description:**

Environmental Documents for Airside and Landside Improvements (CatEx and/or EA) for upcoming projects such as Land Acquisition and Maintenance Equipment building

<b>Project Cost Category</b>	<b>Total Estimated Project Cost</b>	<b>Estimated Local Share</b>	<b>Estimated Federal Share</b>	<b>Estimated State Share*</b>
Environmental Document	\$ 750,000	\$ 75,000	\$ 0.00	\$ 675,000
Sponsor Administration**	\$	\$	\$	\$
Sponsor Force Account Work***	\$	\$	\$	\$
Other	\$	\$	\$	\$
<b>Total Project Costs</b>	<b>\$ 750,000</b>	<b>\$ 75,000</b>	<b>\$ 0.00</b>	<b>\$ 675,000</b>

\*Total of this column to be used in Schedule Two.

\*\* Sponsor Administration is not eligible for reimbursement above 5% of the Environmental Document costs.

\*\*\*All force account work is to be approved by the State prior to the grant agreement being signed.

**Schedule Two  
Environmental Document Reimbursement Schedule**

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project’s progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

**Instructions:**

- 1) For “Total State Funds” below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

**Total State Funds: \$675,000.00**

**Projected Reimbursement Requests / State Cash Flow**

<i><b>Calendar Year</b></i>	Jan	Feb	Mar	Apr	May	Jun
2021	\$	\$	\$	\$	\$	\$
2022	\$	\$	\$	\$ 84,375	\$	\$
2023	\$ 84,375	\$	\$	\$ 84,375	\$	\$
2024	\$ 84,375	\$	\$	\$	\$	\$
2025	\$	\$	\$	\$	\$	\$
<i><b>Calendar Year</b></i>	Jul	Aug	Sep	Oct	Nov	Dec
2021	\$	\$	\$	\$	\$	\$
2022	\$ 84,375	\$	\$	\$ 84,375	\$	\$
2023	\$ 84,375	\$	\$	\$ 84,375	\$	\$
2024	\$	\$	\$	\$	\$	\$
2025	\$	\$	\$	\$	\$	\$

- **Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.**

**Schedule Three  
Environmental Document Milestones**

**Milestone Duration Guidelines**

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Environmental Document Phase is subject to the type and complexity of the Project, however, most environmental documents can be accomplished within five hundred forty (540) days to seven hundred twenty (720) days.
- 3) State review periods should be thirty (30) days.

<b>Environmental Document Milestone Schedule</b>			
<b>Milestones</b>	<b>Duration # of Days</b>	<b>Start Date</b>	<b>Completion Date</b>
		Proposed	Proposed
<b>Consultant Selection Phase</b>	180	<b>mm/dd/year</b>	<b>mm/dd/year</b>
Submit Scope for State Review/Approval*		10/20/2021	10/25/2021
Submit Contract for State Review/Approval		01/01/2022	01/05/2022
Award Consultant Contract		2/01/2022	2/01/2022
<b>Environmental Phase</b>	550		
Sponsor Issue Notice to Proceed		03/01/2022	03/01/2022
Submit Draft Environmental Document to FAA and State for review		12/31/2022	12/31/2022
Submit Final Environmental Documentation and Federal Approvals		07/01/2023	07/01/2023
Submit Final Reimbursement Request and Sponsors Closeout Letter		10/01/2023	10/01/2023

\* The solicitation for qualifications and the resulting service agreements must contain a list of projects, including this grant project, per A.R.S. 34, Chapter 6.

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Bryce Doty, Real Estate Manager  
**Date:** 10/15/2021  
**Meeting Date:** 10/19/2021



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**TITLE:**

**Consideration and Adoption of Ordinance No. 2021-18:** An Ordinance of the Flagstaff City Council authorizing the acquisition of real property interests for the Beulah/University Roadway Project; providing for delegation of authority, severability, and establishing an effective date

**STAFF RECOMMENDED ACTION:**

- 1) Read Ordinance No. 2021-18 by title only for the final time
- 2) City Clerk reads Ordinance No. 2021-18 by title only (if approved above)
- 3) Adopt Ordinance No. 2021-18

**Executive Summary:**

The City has determined that it is necessary to obtain additional property interests for the Beulah/University Roadway Project. Adoption of this ordinance will authorize the acquisition of the real property interests for the project, as required by the Flagstaff City Charter.

A public/private partnership (P3) between the City of Flagstaff, Arizona Department of Transportation and Vintage Partners, LLC, commonly known as the Mill Town project was entered into in order to, in part, enable the extension of Beulah Boulevard to University Avenue and the realignment of University Avenue. The P3 has resulted in many agreements detailed in the background/history.

The Mill Town Final Plat, a result of the P3, approved on December 3, 2019, delivers most of the right-of-way required for this project. The related Development Agreement between the City and Vintage Partners, LLC, governs the acquisition of any additional easements or rights-of-ways required for the project, specifically providing the City the opportunity to obtain all required property interests, if necessary.

**Financial Impact:**

The Beulah /University Roadway Project is currently budgeted in FY2021-2022 in the amount of \$7,355,616 in the Transportation Fund.

**Policy Impact:**

None.

**Connection to PBB Key Community Priorities/Objectives & Regional Plan:**

## **Priority Based Budget Key Community Priorities and Objectives**

### **Safe and Healthy Community -**

- Foster a safe, secure, and healthy community.
- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

### **Inclusive and Engaged Community -**

- Advance social equity and social justice in Flagstaff.

### **Sustainable, Innovative Infrastructure -**

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Utilize existing long-range plans that identify the community's future infrastructure needs and all associated costs.
- Identify smart traffic management, multi modal transportation, and alternative energy opportunities.

### **Environmental Stewardship -**

- Implement sustainable building practices and alternative energy and transportation options.
- Implement, maintain and further the Climate Action and Adaptation Plan.

### **Regional Plan Goal T.2 -**

- Improve transportation safety and efficiency for all modes.

### **Has There Been Previous Council Decision on This:**

There have been many previous City Council actions related to this project as outlined in the Background/History.

### **Options and Alternatives:**

1. Approve ordinance
2. Do not approve property acquisitions, and provide other direction.

### **Background/History:**

On May 16, 2000, the voters of Flagstaff passed proposition 403 which established the local transportation tax 2000 to provide funding for a variety of transportation system improvements including the arterial and collector street system, and multi-modal elements. The information pamphlet for this proposition specifically identified the Beulah Boulevard extension and the University Avenue realignment as “missing links” within the overall transportation network. The exhibit for proposition 403 showed an alignment for these roadways similar to the current proposal. The transportation tax has been collected on a pay-as-you-go basis with a total of \$7.375 million allocated for these transportation improvements. These funds became 100% available as of July 1, 2017; however, many years of work have been spent on moving this project forward.

In 2005, the City of Flagstaff acquired APN 103-21-002, a 9.58-acre site known as the “Fresquez Parcel” for approximately \$2.7 million. This purchase was the first step in moving this transportation project to fruition and provides the majority of right-of-way necessary to accomplish the Beulah Boulevard extension. In order to accomplish the University Avenue/Drive realignment, the ADOT District Offices and Regional Laboratory need to be relocated.

Following the acquisition of the Fresquez parcel, the City and ADOT began to explore options for partnerships in order to relocate the ADOT facilities. In July 2009, the Arizona P3

(Public-Private-Partnership) Legislation was passed, allowing for partnerships between a public agency (in this case two public agencies) and a private-sector entity to allow greater participation in the delivery of a transportation project. Typically, the public agency assumes all the risks and responsibilities for a transportation project, but under the P3 the private partner takes on some of those risks and responsibilities. The Flagstaff P3 is the first time this initiative has been used to acquire new facilities for ADOT, which will free up land for roadway improvements and redevelopment. A Memorandum of Understanding was executed on March 28, 2012, and set out the parameters for how this P3 project would function. The City and ADOT would combine the remainders of their parcels after right-of-way dedication to be used for redevelopment. The redevelopment parcel would then be traded from ADOT to the developer for relocated ADOT facilities.

ADOT issued a Request for Qualifications in March 2012 to solicit a private partner who could relocate the ADOT facilities allowing for the construction of the road improvement project. The selected private sector partner was Vintage Partners, who proposed to relocate the ADOT facilities to the former Harkins Theater on Woodlands Village Boulevard. The P3 project was formalized through a Pre-Development Agreement (PDA) between Vintage, the City, and ADOT in December 2014. The PDA provides an overview of the various transactions, authorizes Vintage Partners to prepare and submit required materials for a Site Plan and Rezoning application for ADOT and City property located between Milton Parkway and Beulah Avenue, provides an anticipated schedule, requires an implementation agreement between ADOT and Vintage Partners, provides the term of the agreement, provides remedies for disputes and includes miscellaneous provisions required for an ADOT P3 project.

On August 21, 2017, the City Council approved the Reinstatement of, and First Amendment to the P3 Pre-Development Agreement extending the term to December 31, 2017; on December 19, 2017, a Second Amendment was approved that extended the term to March 31, 2018; on March 20, 2018, a Third Amendment was approved that extended the term to June 30, 2018.

On April 17, 2018, City Council approved the Development Agreement (DA) between The City and Vintage Partners. The DA provides for the sequence of approvals to facilitate the conveyance of the City Property to ADOT, the relocation of ADOT to the former Harkins Site, and the recordation of the final plat. It acknowledges that other agreements, including an Inter-Governmental Agreement between the City and ADOT, and an Implementation Agreement between ADOT and Vintage, will also speak to the timing and conditions for the property transfers from the City to ADOT, and ADOT to Vintage.

On August 18, 2018, City Council approved an IGA between the City and ADOT in order to facilitate the completion of the project.

On December 3rd, 2019, City Council approved the Mill Town Final Plat.

**Key Considerations:**

The property acquisitions will enable the City to complete planned roadway improvements.

**Community Benefits and Considerations:**

The University/Beulah roadway improvements have been identified as an important project to incrementally address the existing congestion problem on Milton Road.

**Community Involvement:**

Inform - The public voiced opinions on the proposed P3/Mill Town project during a public hearing which occurred prior to the rezone and development agreement which were approved by the City Council on April 17, 2018.

Involve - Public participation was included in the rezoning process.

Collaborate - P3/Mill Town is certainly a collaboration between the State, City, and Vintage Partners, LLC, a private company, and the public who commented during the public hearing on the rezoning.

Empower - The voters of Flagstaff approved the 2000 Transportation Tax which funded the Fresquez acquisition and the \$7.4 million programed in the Capital program for the University/Beulah roadway improvements.

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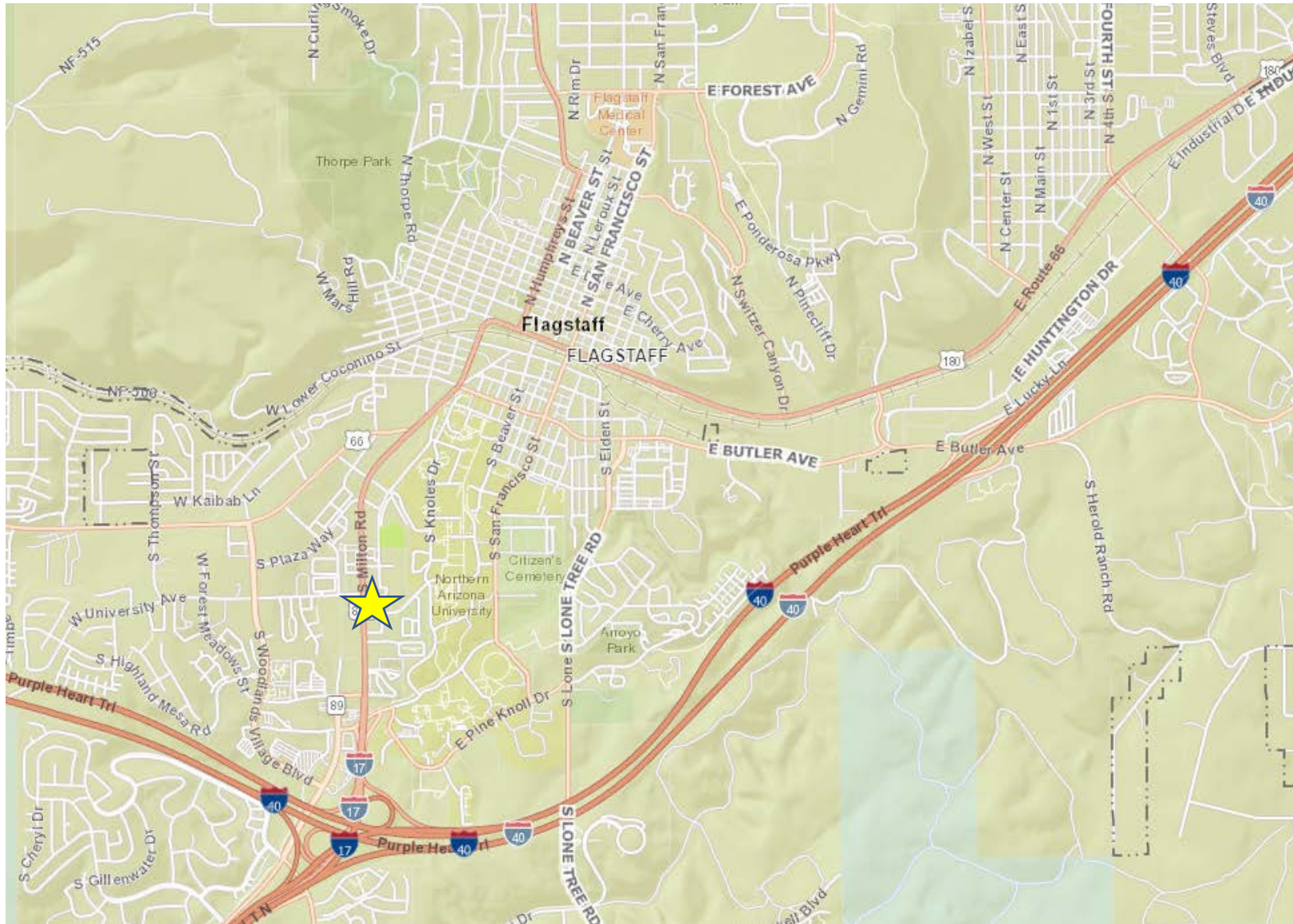
**Attachments:**    [Presentation](#)  
                          [Ord. 2021-18](#)  
                          [Ordinance Exhibit 1](#)  
                          [Ordinance Exhibit 2](#)  
                          [Ordinance Exhibit 3](#)

# Beulah Extension/University Roadway Project *Property Acquisition*



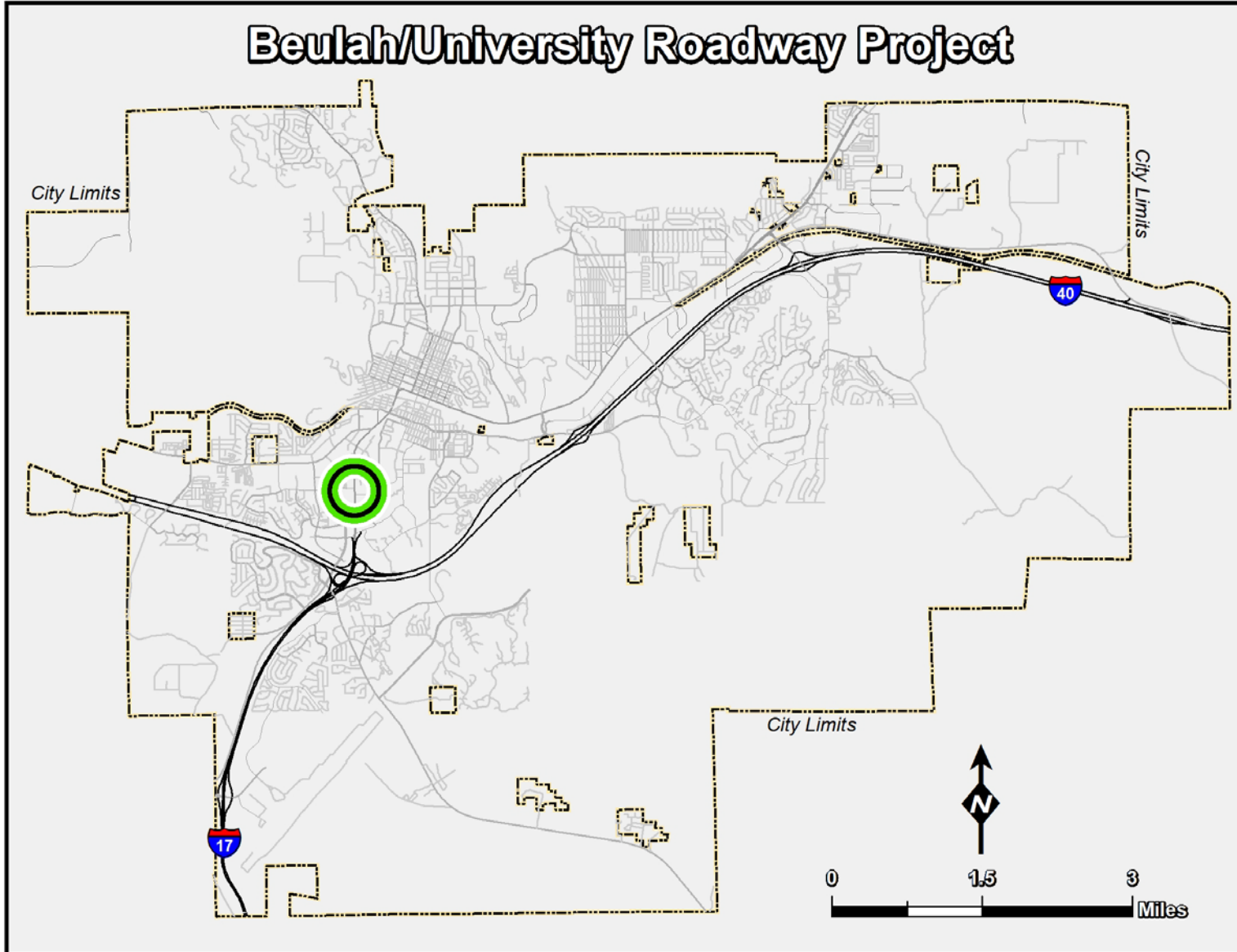


# Vicinity Map



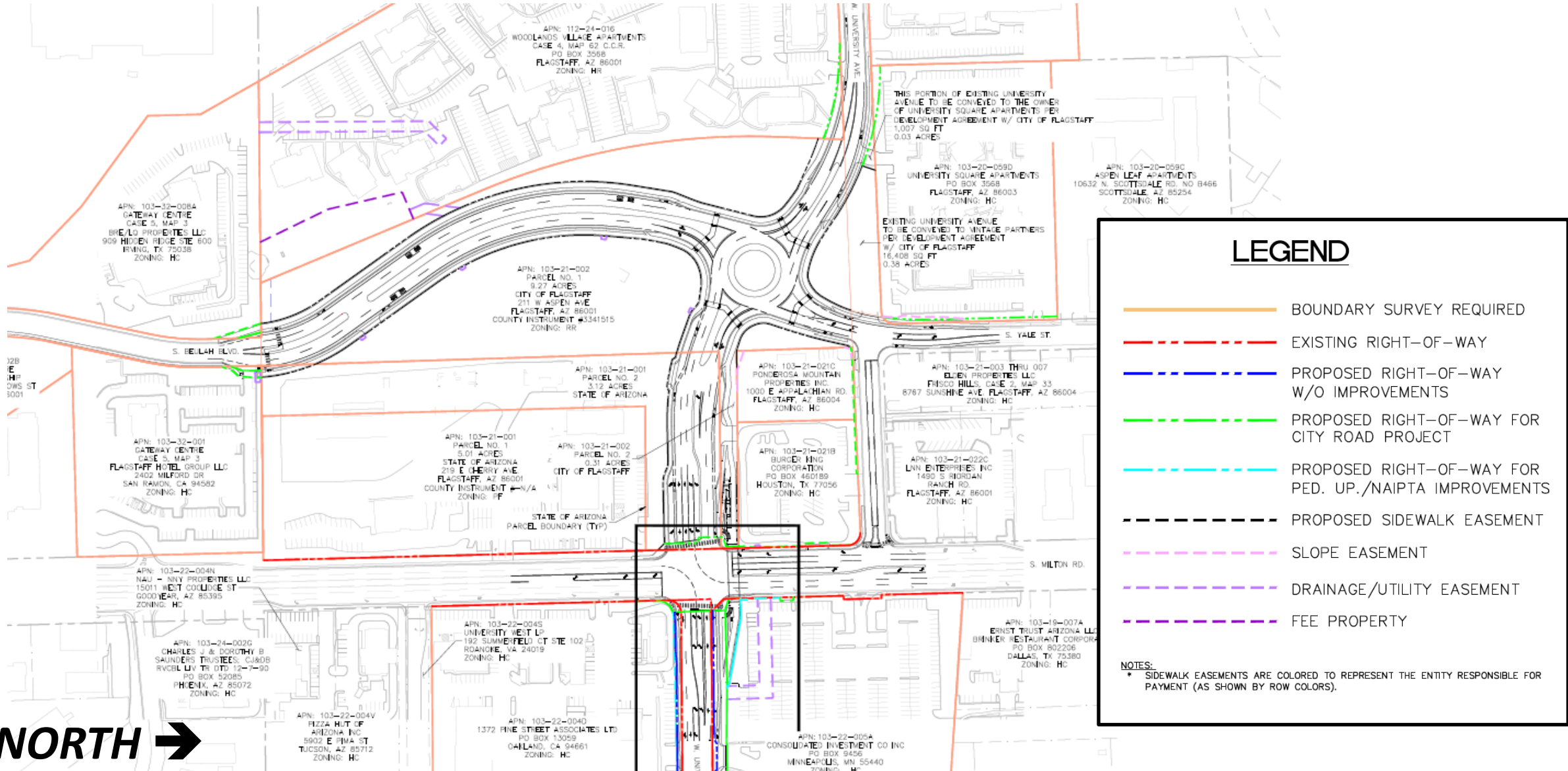


# Vicinity Map

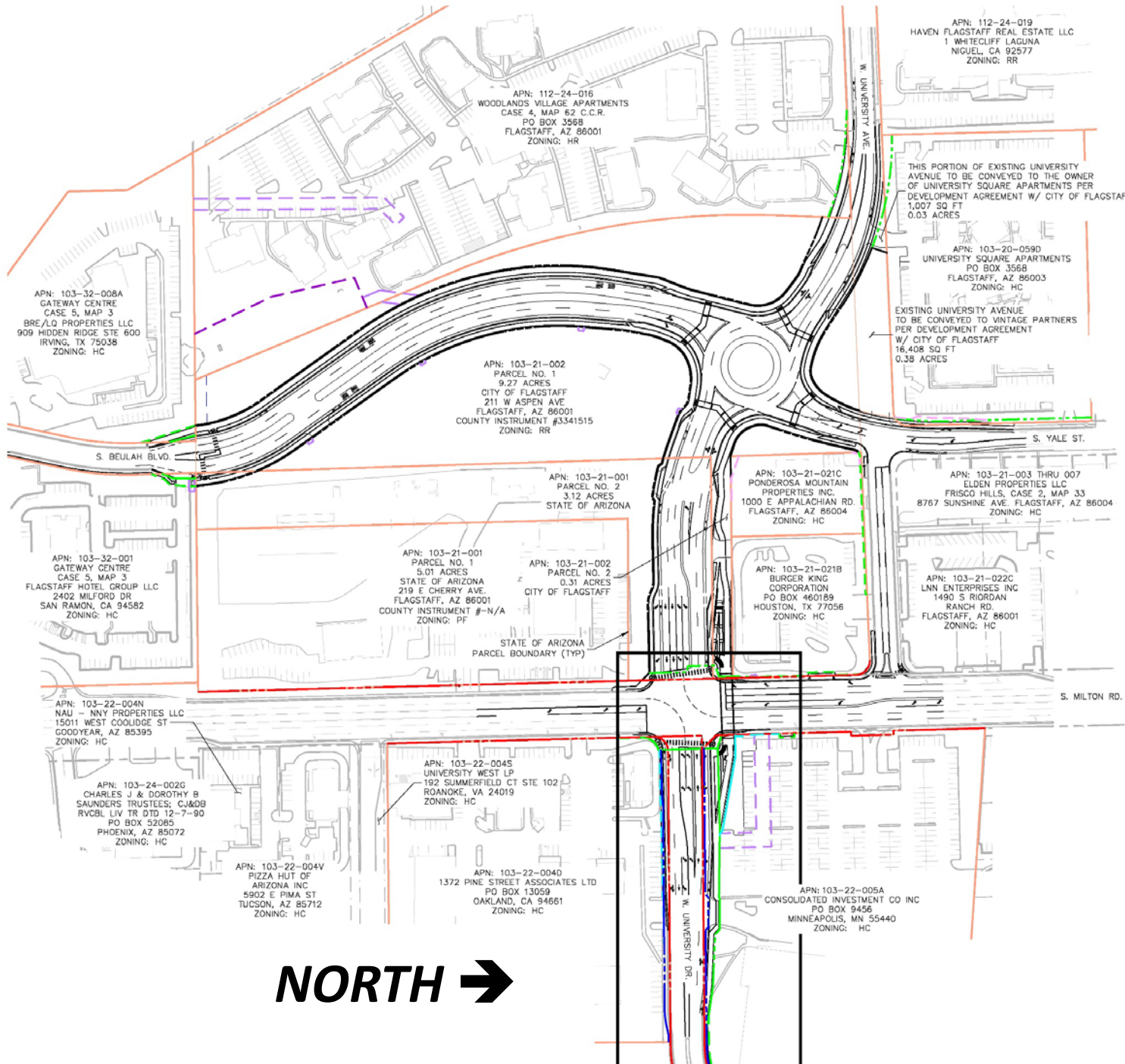




# Current Design Overview



# Current Design Overview



**NORTH →**

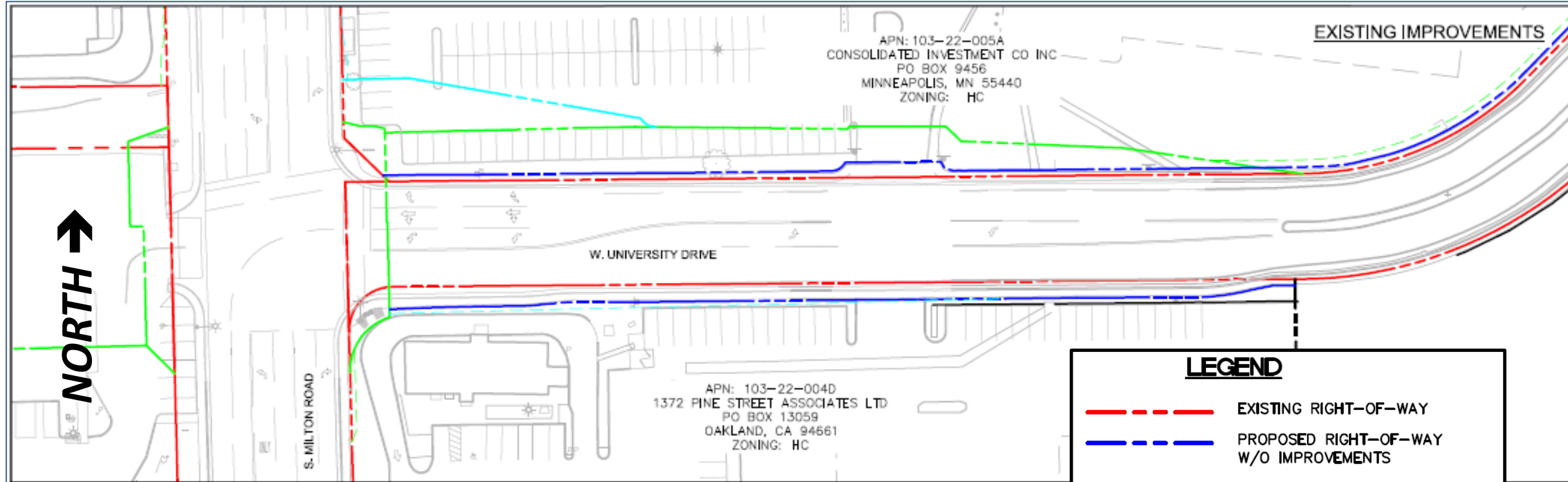
## LEGEND

- BOUNDARY SURVEY REQUIRED
- - - - - EXISTING RIGHT-OF-WAY
- - - - - PROPOSED RIGHT-OF-WAY W/O IMPROVEMENTS
- - - - - PROPOSED RIGHT-OF-WAY FOR CITY ROAD PROJECT
- - - - - PROPOSED RIGHT-OF-WAY FOR PED. UP./NAIPTA IMPROVEMENTS
- - - - - PROPOSED SIDEWALK EASEMENT
- - - - - SLOPE EASEMENT
- - - - - DRAINAGE/UTILITY EASEMENT
- - - - - FEE PROPERTY

**NOTES:**  
\* SIDEWALK EASEMENTS ARE COLORED TO REPRESENT THE ENTITY RESPONSIBLE FOR PAYMENT (AS SHOWN BY ROW COLORS).



# University Drive Design

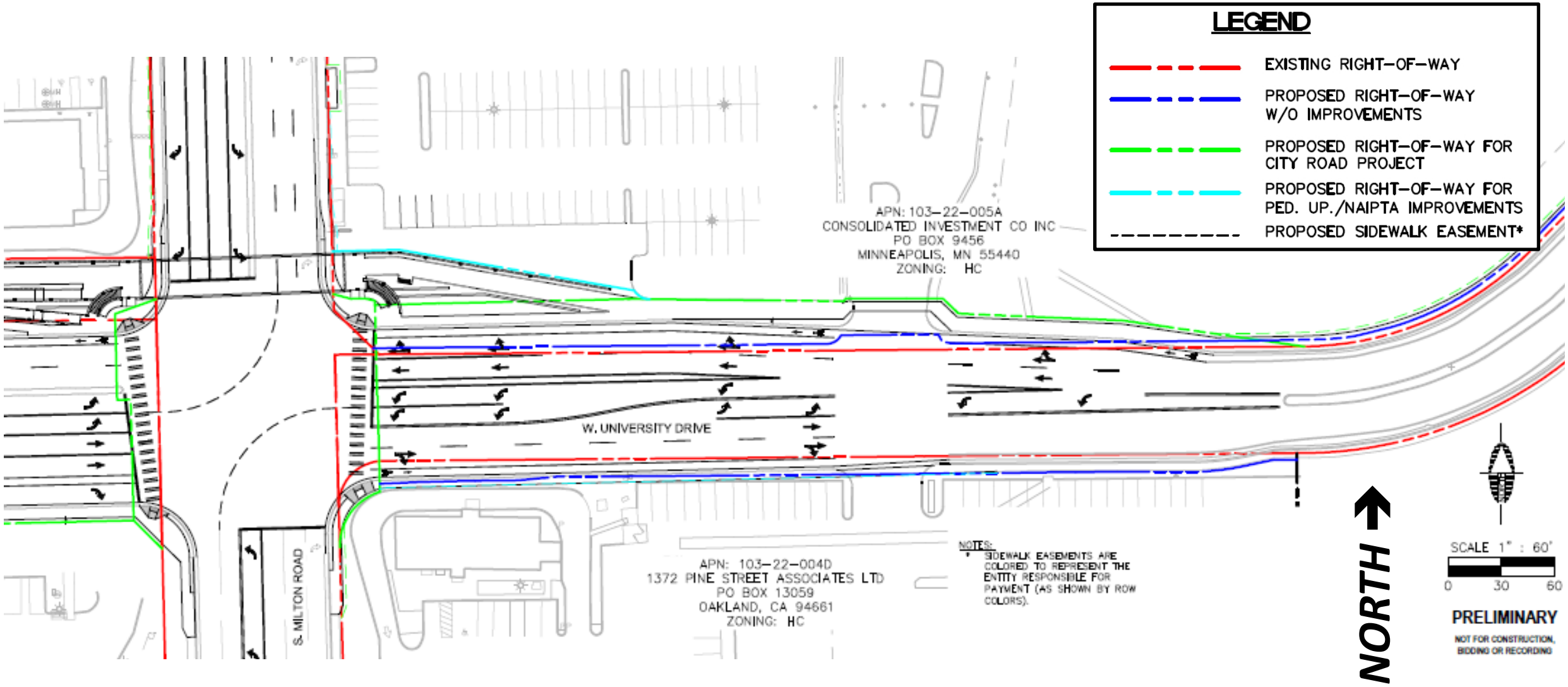


**LEGEND**

- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY W/O IMPROVEMENTS
- PROPOSED RIGHT-OF-WAY FOR CITY ROAD PROJECT
- PROPOSED RIGHT-OF-WAY FOR PED. UP./NAIPTA IMPROVEMENTS
- PROPOSED SIDEWALK EASEMENT\*

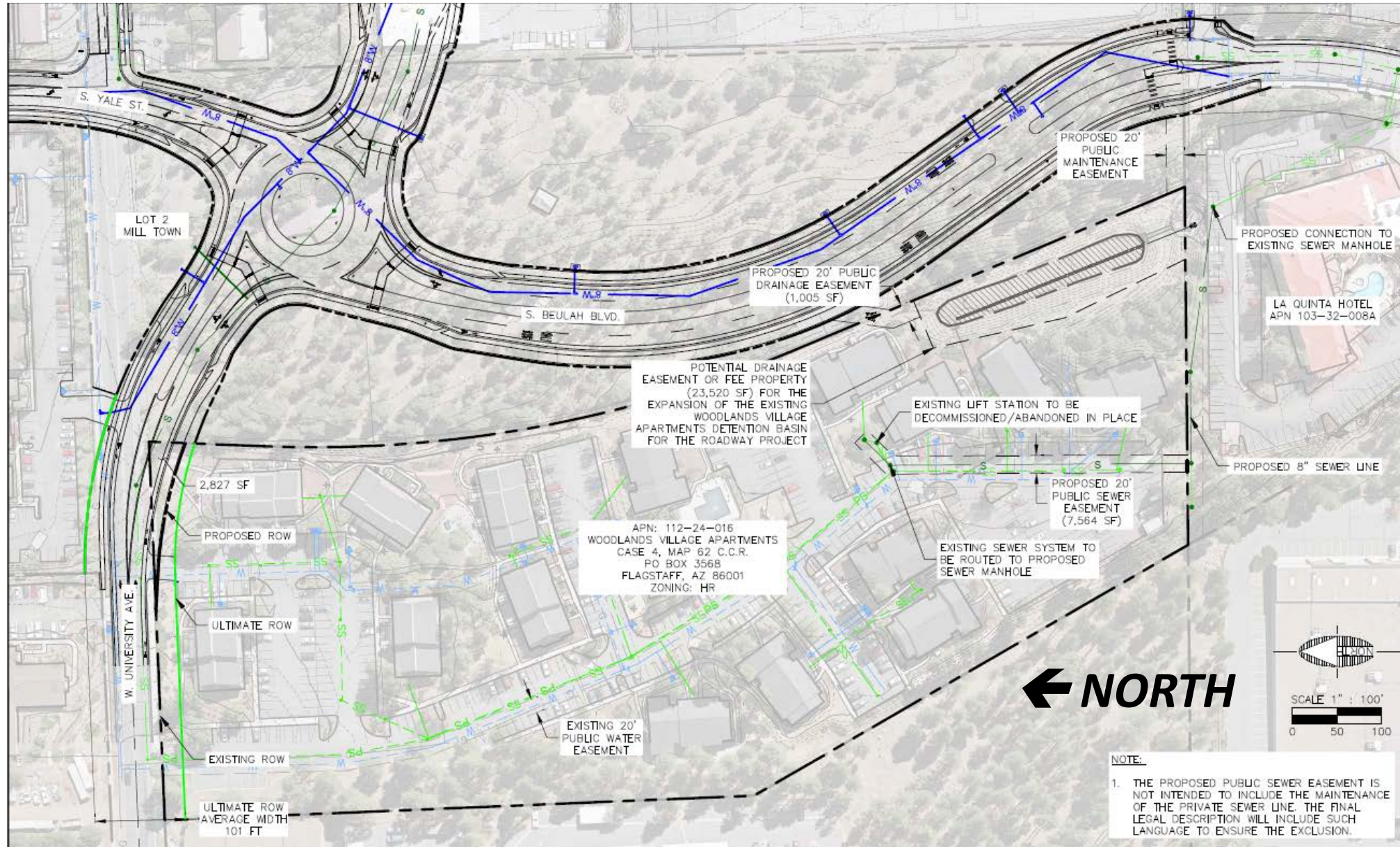


# University Drive Design





# Beulah Drive Design





# Questions and Discussion?

**ORDINANCE NO. 2021-18**

**AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE BEULAH/UNIVERSITY ROADWAY PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, pursuant to Article I, Section 3 of the Flagstaff City Charter, the City has the power and authority to acquire real property as well as easements running over and across real property; and

WHEREAS, pursuant to Article VII, Section 5 of the Flagstaff City Charter, acquisition of real property is to be approved by ordinance; and

WHEREAS, the City Engineer and design engineers have determined it is necessary to acquire certain real property interests for the Beulah/University Roadway Project; and

WHEREAS, the Beulah/University Roadway Project calls for the following improvements: new roadway construction, including a roundabout – with significant grading work, pedestrian underpass under Milton Road/Highway 89, replacing existing water and sewer mains, water and sewer services, stormwater improvements, and edge improvements (including but not limited to curb and gutter, sidewalk) for the entire Project limits.

**ENACTMENTS:**

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

**SECTION 1. In General.**

The Flagstaff City Council hereby authorizes the acquisition of the real property and easements located in the City of Flagstaff, Coconino County as listed in the chart attached hereto as Exhibit 1, generally shown in the map attached hereto as Exhibit 2, legally described in Exhibit 3 and/or as may be adjusted with approval of the City Engineer to conform with the final plans for the Beulah/University Roadway Project (“the Property Interests”). The Property Interests may be acquired through purchase, exchange, gift, donation, dedication or condemnation for a public use.

**SECTION 2. Delegation of Authority.**

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

The City Manager, in consultation with the Real Estate Manager and City Attorney, shall have authority to enter into purchase contracts for acquisition of Property Interests of up to \$50,000

without further Council action. Any purchase contract for a price of \$50,000 or greater is subject to City Council approval.

**SECTION 3. Severability.**

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

**SECTION 4. Effective Date.**

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

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19th day of October, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Exhibits:

Exhibit 1 Chart

Exhibit 2 Overview Map

Exhibit 3 Legal descriptions for property interests to be acquired, including maps

EXHIBIT 1  
CHART OF PROPERTIES TO BE ACQUIRED

FLAGSTAFF Parcel No.	Assessor's Parcel Number and/or Legal Description	Owner Site Address/ Owner Address	Square Footage	Property Interest Being Acquired
BU-01	See attached legal description	<b>University Square Apartments</b> PO BOX 3568, Flagstaff, AZ 86003	1,423	Right of Way
BU-02	See attached legal description	<b>University Square Apartments</b> PO BOX 3568, Flagstaff, AZ 86003	2,369	Right of Way
BU-03	(Interest no longer needed for project or already owned by City of Flagstaff)			
BU-04	(Interest no longer needed for project or already owned by City of Flagstaff)			
BU-05	(Interest no longer needed for project or already owned by City of Flagstaff)			
BU-06	See attached legal description	<b>Woodland Village Apartments</b> PO Box 3568, Flagstaff, AZ 86003	11,178	Right of Way
BU-07	(Interest no longer needed for project or already owned by City of Flagstaff)			
BU-08	(Interest no longer needed for project or already owned by City of Flagstaff)			
BU-09	See attached legal description	<b>CONSOLIDATED INVESTMENT CO INC</b> PO BOX 9456 MINNEAPOLIS, MN 55440	2,109	Right of Way
BU-10	See attached legal description	<b>CONSOLIDATED INVESTMENT CO INC</b> PO BOX 9456 MINNEAPOLIS, MN 55440	10,226	Right of Way
BU-11	See attached legal description	<b>CONSOLIDATED INVESTMENT CO INC</b> PO BOX 9456 MINNEAPOLIS, MN 55440	3,415	Pedestrian Underpass
BU-12	See attached legal description	<b>CONSOLIDATED INVESTMENT CO INC</b> PO BOX 9456 MINNEAPOLIS, MN 55440	6,885	Utility Easement

EXHIBIT 1  
CHART OF PROPERTIES TO BE ACQUIRED

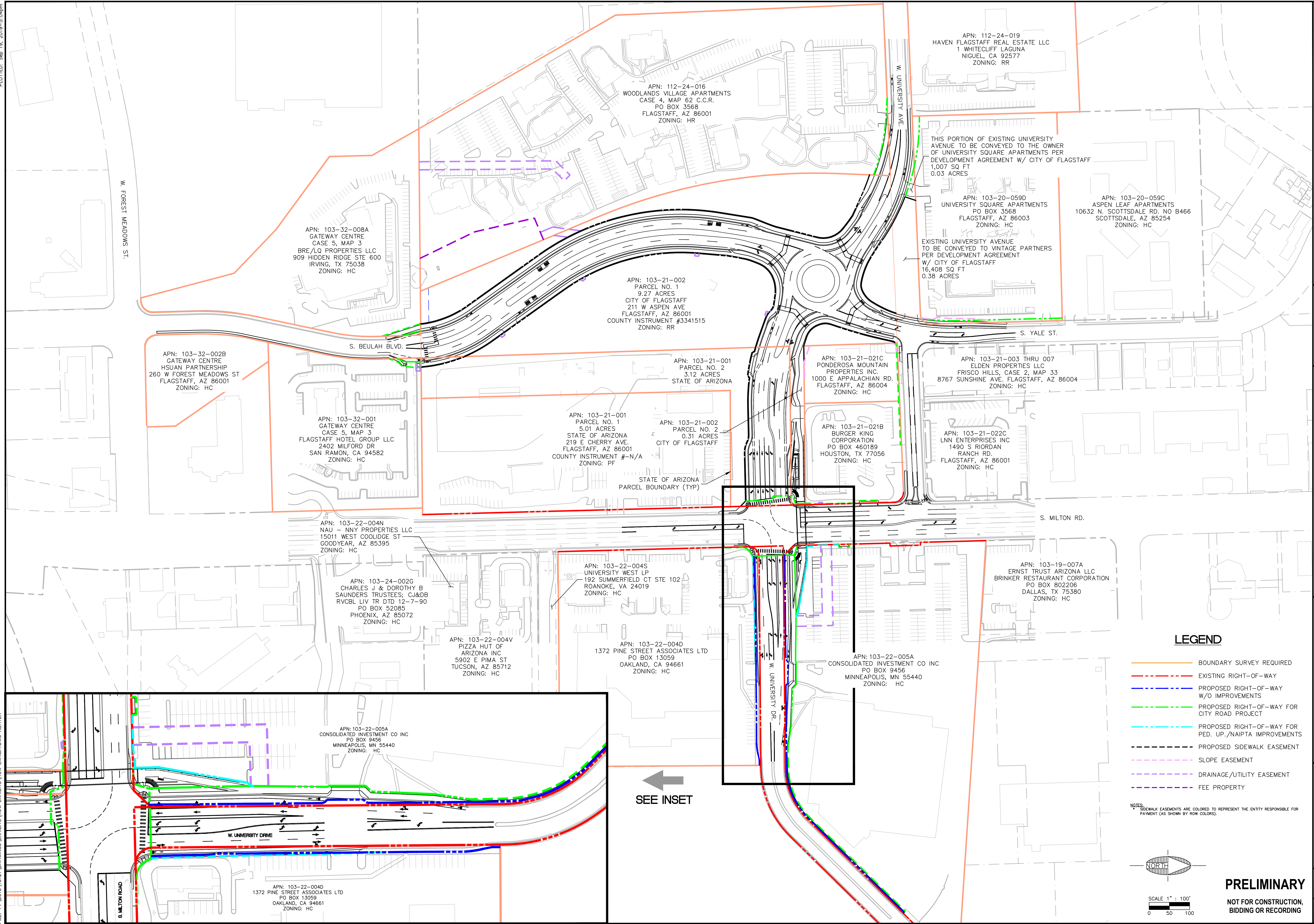
FLAGSTAFF Parcel No.	Assesor's Parcel Number and/or Legal Description	Owner Site Address/ Owner Address	Square Footage	Property Interest Being Acquired
BU-13	See attached legal description	<b>CONSOLIDATED INVESTMENT CO INC</b> PO BOX 9456 MINNEAPOLIS, MN 55440	119	Sidewalk Easement
BU-13.1	See attached legal description	<b>CONSOLIDATED INVESTMENT CO INC</b> PO BOX 9456 MINNEAPOLIS, MN 55440	384	Bus Stop Easement
BU-14	See attached legal description	<b>CONSOLIDATED INVESTMENT CO INC</b> PO BOX 9456 MINNEAPOLIS, MN 55440	3,784	Sidewalk Easement
BU-15	Approximately 1,342 square feet within parcel 103-21-021B ; generally shown on Exhibit 2	<b>BURGER KING CORPORATION 1765</b> PO BOX 460189 HOUSTON, TX 77056	1,342	Sidewalk Easement
BU-15.1	Approximately 84 square feet within parcel 103-21-021B ; generally shown on Exhibit 2	<b>BURGER KING CORPORATION 1765</b> PO BOX 460189 HOUSTON, TX 77056	84	Public Utility Easement
BU-16	Partial acquisition of parcel 103-32-001 for roadway purposes; generally shown on Exhibit 2	<b>SHREEJI FLAGSTAFF LLC</b> 2005 S MILTON RD FLAGSTAFF, AZ 86001		Right of Way
BU-17	Partial acquisition of parcel 103-32-002B for roadway purposes; generally shown on Exhibit 2	<b>HSUAN PARTNERSHIP</b> 360 W FOREST MEADOWS ST FLAGSTAFF, AZ 86001		Right of Way
BU-18	Partial acquisition of parcel 103-32-008A for roadway purposes; generally shown on Exhibit 2	<b>BRE/LQ PROPERTIES LLC</b> 125 E JOHN CARPENTER FREEWAY STE 1650 IRVING, TX 75062		Right of Way
BU-19	Approximately 415 square feet of parcel 103-32-008A for fill slope purposes; generally shown on Exhibit 2	<b>BRE/LQ PROPERTIES LLC</b> 125 E JOHN CARPENTER FREEWAY STE 1650 IRVING, TX 75062	415	Fill Slope Easement

EXHIBIT 1  
CHART OF PROPERTIES TO BE ACQUIRED

FLAGSTAFF Parcel No.	Assesor's Parcel Number and/or Legal Description	Owner Site Address/ Owner Address	Square Footage	Property Interest Being Acquired
BU-20	Approximately 10,806 square feet within parcel 103-21-026; generally shown on Exhibit 2	<b>VP CINEMA LLC</b> 2502 E CAMELBACK RD NO 214 PHOENIX, AZ 85016	10,806	Fill Slope Easement
BU-21	Approximately 1,036 square feet within parcel 103-21-026; generally shown on Exhibit 2	<b>VP CINEMA LLC</b> 2502 E CAMELBACK RD NO 214 PHOENIX, AZ 85016	1,036	Utility Easement
BU-22	Approximately 5,819 square feet within parcel 103-22-004D; generally shown on Exhibit 2	<b>1372 PINE STREET</b> <b>ASSOCIATES LTD</b> PO BOX 13059 OAKLAND, CA 94661	5,819	Right of Way

PLOTTED: Sep 19, 2019 - 5:04pm

FILE: P:\2018\18121\DRAWINGS\EXHIBITS\ROW EXHIBITS\ROW EXHIBIT.DWG KBAYER



FLAGSTAFF ARIZONA

BEULAH & UNIVERSITY

ROW EXHIBIT  
PROPOSED CONDITIONS

JOB NO:	18121
DATE:	SEP 19
SCALE:	AS SHOWN
DRAWN:	CNP
DESIGN:	CNP
CHECKED:	SC/AMF

110 W. Dole Avenue  
Flagstaff, AZ 86001  
928.73.0354  
928.774.8934 fax  
www.swiaz.com

SWI  
Shephard Wesnitzer, Inc.

NO.	DESCRIPTION	DATE	BY

Call or text at least two full working days before you begin excavation.  
ARIZONA 811  
Arizona Blue Stakes, Inc. (928-5348)  
888-8-1-1 or 1-800-STATE-11 (728-5348)

DRAWING NO. EX03

SHT NO. 3 OF 3

PRELIMINARY  
NOT FOR CONSTRUCTION,  
BIDDING OR RECORDING

## Exhibit 3

**LEGAL DESCRIPTION**

**Exhibit 'A'**

#18121

9/18/2019

A portion of that parcel of land as described in Instrument Number 3032368, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

**Parcel 1:**

Commencing at the southwest corner of said parcel, said point being in common with northerly Right-of-Way line of West University Avenue as shown on Instrument Number 3742956, Official Records of Coconino County (herein referred to as R1), and the **POINT OF BEGINNING**;

Thence along said Right-of-Way line, North 87°36'18" East (Basis of Bearing, R1), 124.40 feet to the beginning of a non-tangent curve concave to the south, having a radius of 528.00 feet and being subtended by a chord which bears North 84°12'41" West, 125.40 feet;

Thence westerly along said curve 125.70 feet through a central angle of 13°38'24" to a point on the west line of said parcel;

Thence along said west line, South 01°29'47" East, 17.85 feet to the **POINT OF BEGINNING**;

Containing 1,423 square feet, or 0.033 Acres, more or less.

**Parcel 2:**

Commencing at the northeast corner of said parcel, said point being in common with the westerly Right-of-Way line of South Yale Street, and the **POINT OF BEGINNING**;

Thence along said Right-of-Way line, South 01°29'47" East (Basis of Bearing), 324.51 feet to the beginning of a tangent curve concave to the northwest, having a radius of 25.00 feet;

Thence southwesterly along said curve 28.20 feet through a central angle of 64°37'13" to the beginning of a non-tangent curve concave to the west having a radius of 541.44 feet and being subtended by a chord which bears North 03°23'46" East, 91.29 feet;

Thence northerly along said curve 91.40 feet through a central angle of 09°40'18";

Thence North 01°26'24" West, 256.14 feet to a point on the north line of said parcel;

Thence along said north line, North 88°29'25" East, 6.25 feet to the **POINT OF BEGINNING**;

Containing 2,369 square feet, or 0.054 Acres, more or less.

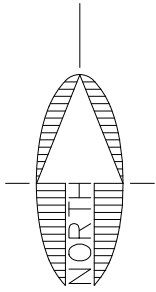
See Exhibit 'B' attached hereto and made a part hereof.

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

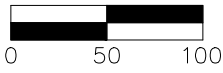


# EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

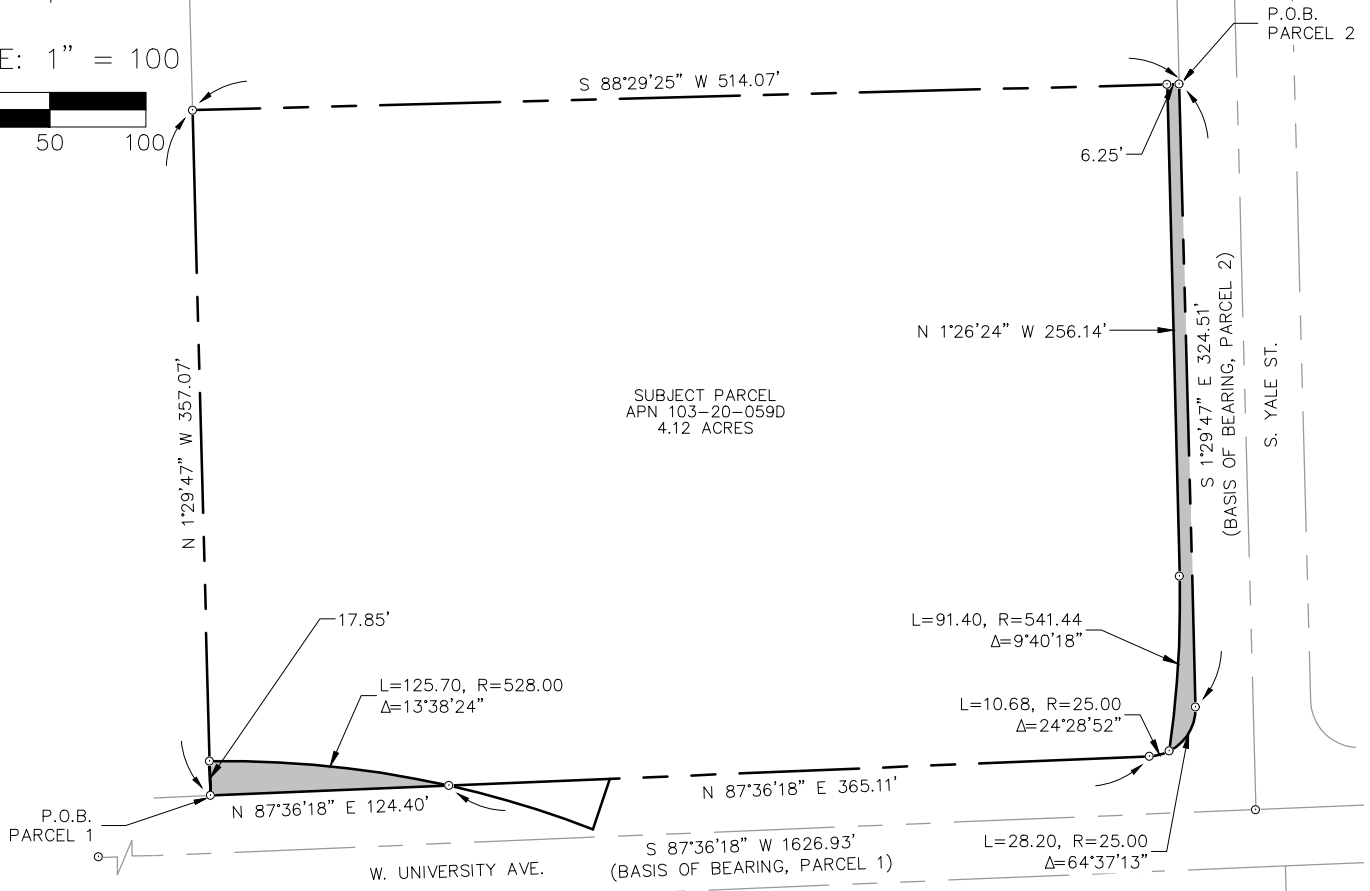
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,  
TOWNSHIP 21 NORTH, RANGE 7 EAST  
GILA AND SALT RIVER MERIDIAN  
COCONINO COUNTY, ARIZONA



SCALE: 1" = 100'



APN 103-20-059C



NOTE:  
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

**Shephard & Associates, Inc.**  
www.swiaz.com

110 W. Dale Avenue  
Flagstaff, AZ 86001  
928.773.0354  
928.774.8934 fax

JOB NO.	18121
DATE	SEP 2019
SCALE	1"=100'
DRAWN	CNP
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY

LEGAL EXHIBIT

FLAGSTAFF, ARIZONA

**LEGAL DESCRIPTION**

**Exhibit 'A'**

#18121

10/14/2021

A portion of Tract 'B', Woodlands Village Unit One as shown on Case 4, Map 62, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northeast corner of said Tract 'B', said point being in common with the northwest corner of Parcel No. 1 as shown on Instrument Number 3861259, Official Records of Coconino County (herein referred to as R1), and the south Right-of-Way line of West University Avenue as shown on R1, and the **POINT OF BEGINNING**;

Thence along the north line of said Tract 'B', and said Right-of-Way line, South 87°36'18" West (Basis of Bearing, R1), 424.08 feet to the northwest corner of said Tract 'B';

Thence along the west line of said Tract 'B', South 2°23'43" East, 23.00 feet;

Thence leaving said west line, North 87°36'18" East, 267.38 feet to the beginning of a tangent curve concave to the south, having a radius of 427.00 feet;

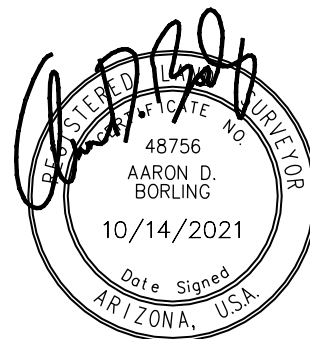
Thence easterly along said curve, 155.99 feet through a central angle of 20°55'53" to a point on the east line of said Tract 'B';

Thence along said east line, North 2°14'41" East, 51.35 feet to the **POINT OF BEGINNING**;

Containing 11,178 square feet, or 0.257 Acres, more or less.

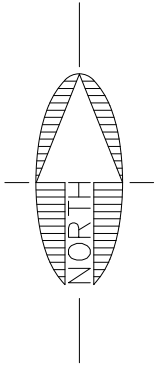
See Exhibit 'B' attached hereto and made a part hereof.

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

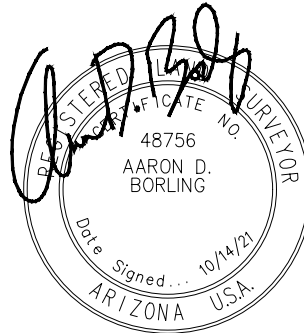
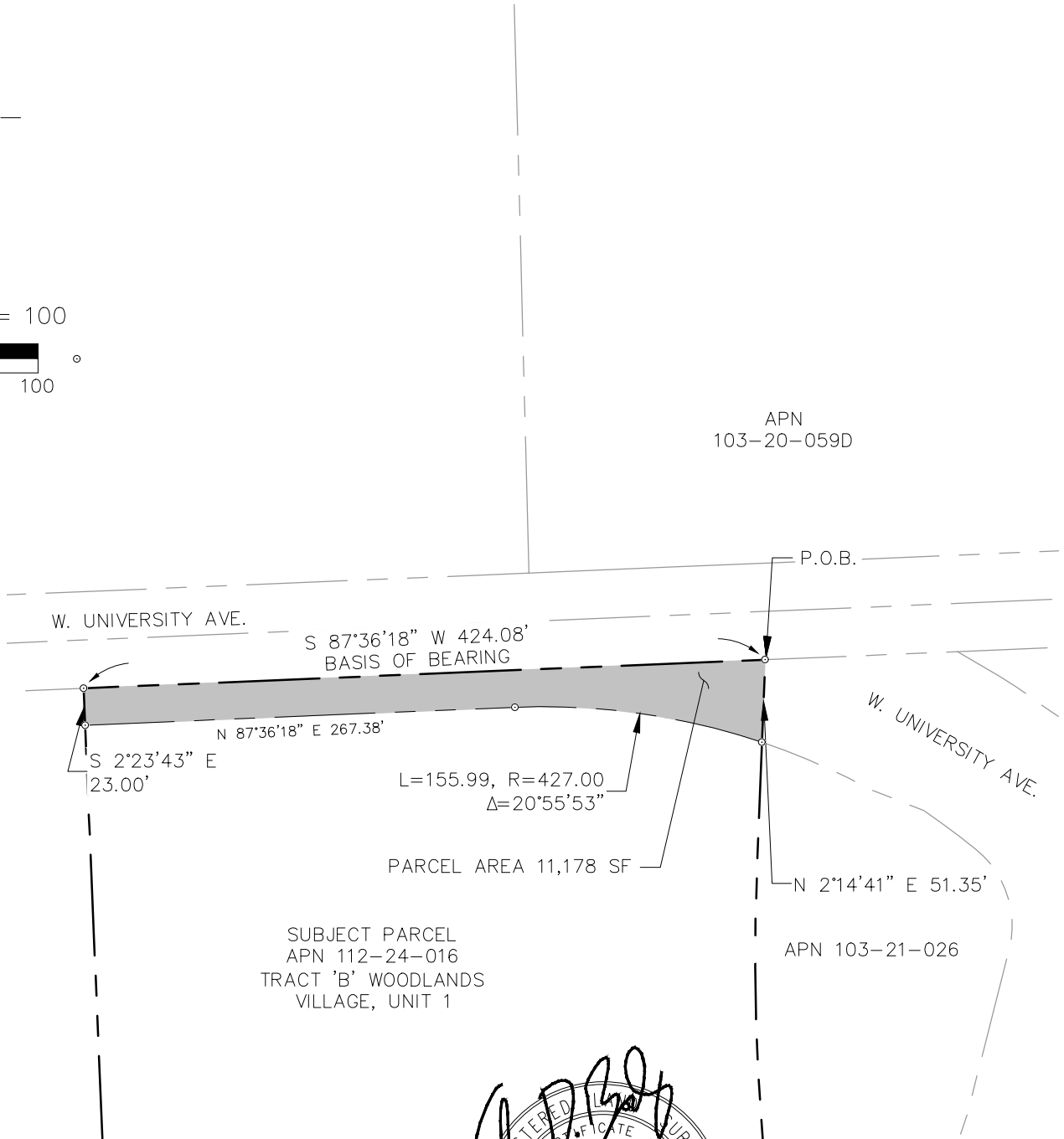
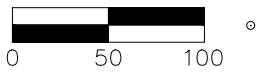


# EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

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



SCALE: 1" = 100'



NOTE:  
THIS EXHIBIT DOES NOT REPRESENT THE  
RESULTS OF A BOUNDARY SURVEY AND  
SHOULD NOT BE CONSTRUED AS ONE.  
ITS SOLE PURPOSE IS TO DEPICT THE  
LOCATION OF THE AREA DESCRIBED.



110 W. Dale Avenue  
Flagstaff, AZ 86001  
928.773.0354  
928.774.8934 fax

www.swiaz.com

JOB NO. 18121  
DATE OCT 21  
SCALE 1"=100'  
DRAWN JEE  
DESIGN  
CHECKED ADB

BEULAH & UNIVERSITY

FLAGSTAFF,  
ARIZONA

LEGAL EXHIBIT

SHEET

2

OF 2

**LEGAL DESCRIPTION**

**Exhibit 'A'**

#18121

10/14/2021

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10 (herein referred to as R1) and as described in Instrument Number 3732791, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

**Parcel 1:**

Commencing at the southwest corner of said parcel, a found concrete nail and tag in sidewalk, said point being in common with northerly Right-of-Way line of West University Avenue, and the **POINT OF BEGINNING**;

Thence along said Right-of-Way line, North 89°30'08" East, 520.91 feet (Basis of Bearing) to a found concrete nail and tag in sidewalk;

Thence leaving said Right-of-Way line, North 54°04'48" West, 8.58 feet;

Thence South 89°34'59" West, 54.72 feet;

Thence South 57°37'22" West, 9.79 feet;

Thence South 89°30'08" West, 255.43 feet to a point on the southwesterly property line of said parcel;

Thence along said southwesterly line, South 45°51'59" East, 4.98 feet to the **POINT OF BEGINNING**;

Containing 2,109 square feet, or 0.048 Acres, more or less.

**Parcel 2:**

Commencing at the southwest corner of said parcel, a found concrete nail and tag in sidewalk, said point being in common with northerly Right-of-Way line of West University Avenue, and from which a found concrete nail and tag in sidewalk bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence leaving said Right-of-Way line, and along the southwesterly property line of said parcel North 45°51'59" West, 4.98 to the **POINT OF BEGINNING**;

Thence continuing along said southwesterly line, North 45°51'59" West, 30.82 feet to a found 1.5-inch aluminum cap on the east Right-of-Way line of South Milton Road;

Thence along said Right-of-Way line, North 01°27'27" West, 6.42 feet;

Thence leaving said Right-of-Way line, North 89°28'30" East, 23.52 feet;

Thence South 01°21'41" East, 3.66 feet;

Thence North 88°38'19" East, 143.17 feet;

Thence South 89°22'35" East, 11.18 feet;

Thence South 89°22'57" East, 109.11 feet;

Thence North 43°38'19" East, 2.03 feet;  
Thence South 90°00'00" East, 54.76 feet;  
Thence South 46°21'41" East, 12.18 feet;  
Thence South 87°34'30" East, 92.26 feet;  
Thence South 81°52'07" East, 80.19 feet;  
Thence South 89°30'08" West, 176.02 feet;  
Thence North 54°04'48" West, 8.58 feet;  
Thence South 89°34'59" West, 54.72 feet;  
Thence South 57°37'22" West, 9.79 feet;  
Thence South 89°30'08" West, 255.43 feet to the **POINT OF BEGINNING**;  
Containing 10,226 square feet, or 0.235 Acres, more or less.

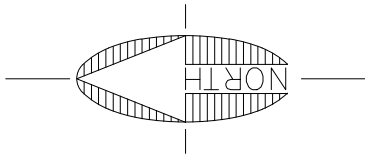
See Exhibit 'B' attached hereto and made a part hereof.

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

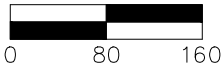


# EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

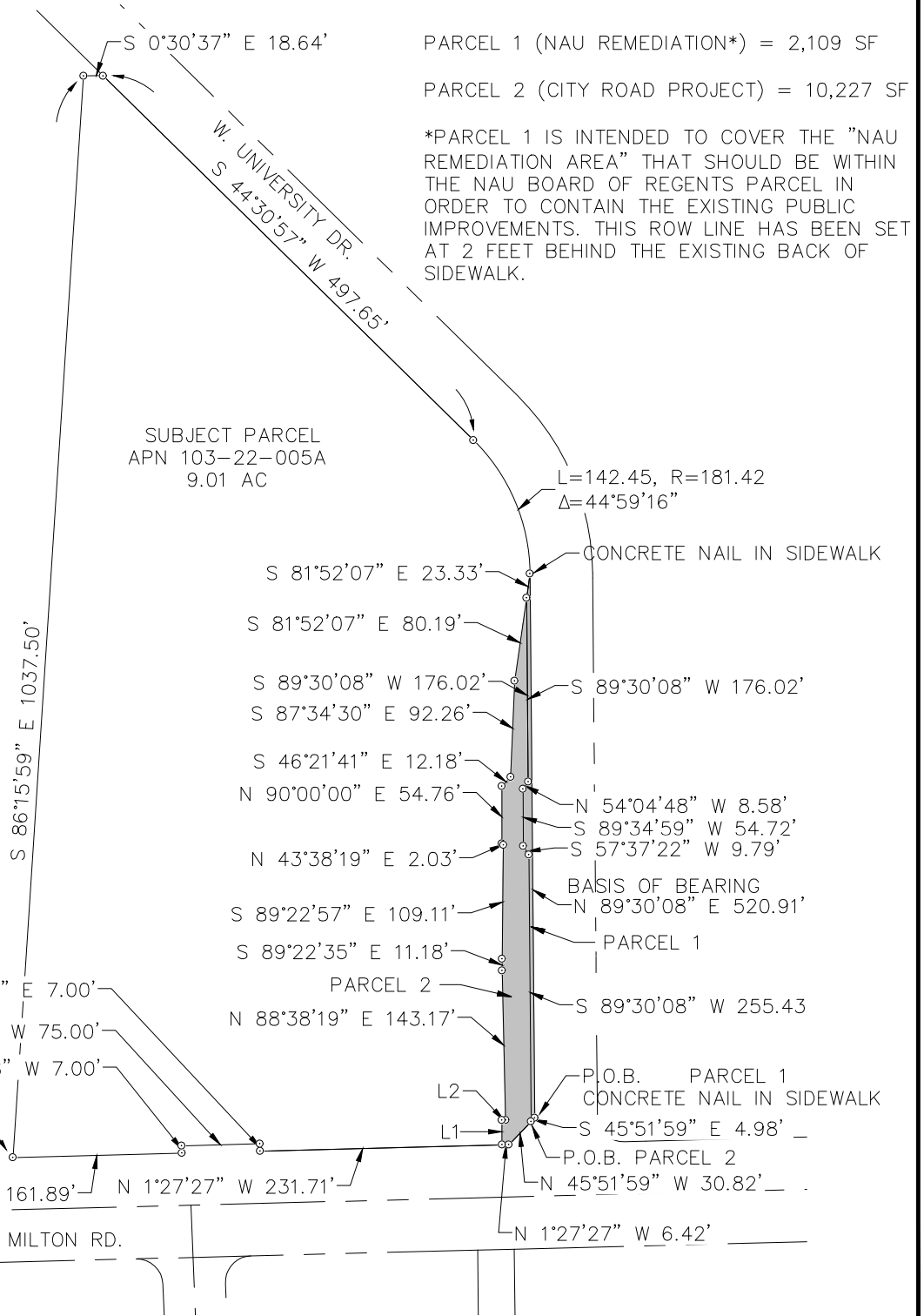
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,  
TOWNSHIP 21 NORTH, RANGE 7 EAST  
GILA AND SALT RIVER MERIDIAN  
COCONINO COUNTY, ARIZONA



SCALE: 1" = 160'



Line Table		
Line #	Length	Direction
L1	23.52	N89° 28' 30"E
L2	3.66	S1° 21' 41"E



PARCEL 1 (NAU REMEDIATION\*) = 2,109 SF  
PARCEL 2 (CITY ROAD PROJECT) = 10,227 SF

\*PARCEL 1 IS INTENDED TO COVER THE "NAU REMEDIATION AREA" THAT SHOULD BE WITHIN THE NAU BOARD OF REGENTS PARCEL IN ORDER TO CONTAIN THE EXISTING PUBLIC IMPROVEMENTS. THIS ROW LINE HAS BEEN SET AT 2 FEET BEHIND THE EXISTING BACK OF SIDEWALK.

NOTE:  
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

**SWI**  
Shephard & Wesnitzer, Inc.

110 W. Dale Avenue  
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928.773.0354  
928.774.8934 fax  
www.swiaz.com

JOB NO.	18121
DATE	OCT 21
SCALE	1"=160'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY

FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

**LEGAL DESCRIPTION**

**Exhibit 'A'**

#18121

10/14/2021

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10 and as described in Instrument Number 3732791, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, a found concrete nail and tag in sidewalk, said point being in common with northerly Right-of-Way line of West University Avenue, and from which a found concrete nail and tag in sidewalk bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence leaving said Right-of-Way line, and along the southwesterly property line of said parcel, North 45°51'59" West, 35.80 feet to a found 1.5-inch aluminum cap on the east Right-of-Way line of South Milton Road;

Thence along said Right-of-Way line, North 01°27'27" West, 6.42 feet to the **POINT OF BEGINNING**;

Thence North 01°27'27" West, 26.79 feet;

Thence North 88°40'23" East, 37.63 feet;

Thence South 80°10'25" East, 134.28 feet to the beginning of a non-tangent curve concave to the northeast, having a radius of 10.50 feet and being subtended by a chord which bears South 60°47'27" East 10.04 feet;

Thence southeasterly along said curve, 10.47 feet through a central angle of 57°08'39";

Thence North 89°22'35" West, 11.18 feet;

Thence South 88°38'19" West, 143.17 feet;

Thence North 01°21'41" West, 3.66 feet;

Thence South 89°28'30" West, 23.52 feet to the **POINT OF BEGINNING**;

Containing 3,415 square feet, or 0.078 Acres, more or less.

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

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





**LEGAL DESCRIPTION**

**Exhibit 'A'**

#18121

10/14/2021

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10 and as described in Instrument Number 3732791, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, a found concrete nail and tag in sidewalk, said point being in common with northerly Right-of-Way line of West University Avenue, and from which a found concrete nail and tag in sidewalk bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence leaving said Right-of-Way line, and along the southwesterly property line of said parcel, North 45°51'59" West, 35.80 feet to a found 1.5-inch aluminum cap on the east Right-of-Way line of South Milton Road;

Thence along said Right-of-Way line, North 01°27'27" West, 67.16 feet to the **POINT OF BEGINNING**;

Thence continuing along said Right-of-Way line, North 01°27'27" West, 26.00 feet;

Thence leaving said Right-of-Way line, North 88°40'23" East, 199.49 feet;

Thence South 1°25'47" East, 91.75 feet;

Thence North 89°22'57" West, 26.02 feet;

North 1°25'47" West, 64.87 feet;

Thence South 88°40'23" West, 173.48 feet to the **POINT OF BEGINNING**;

Containing 6,885 square feet, or 0.158 Acres, more or less.

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

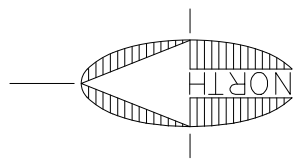
This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



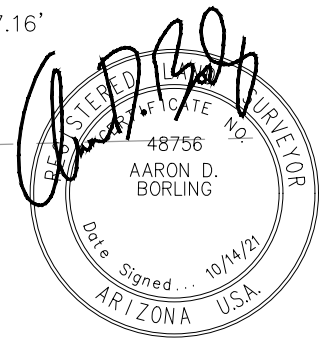
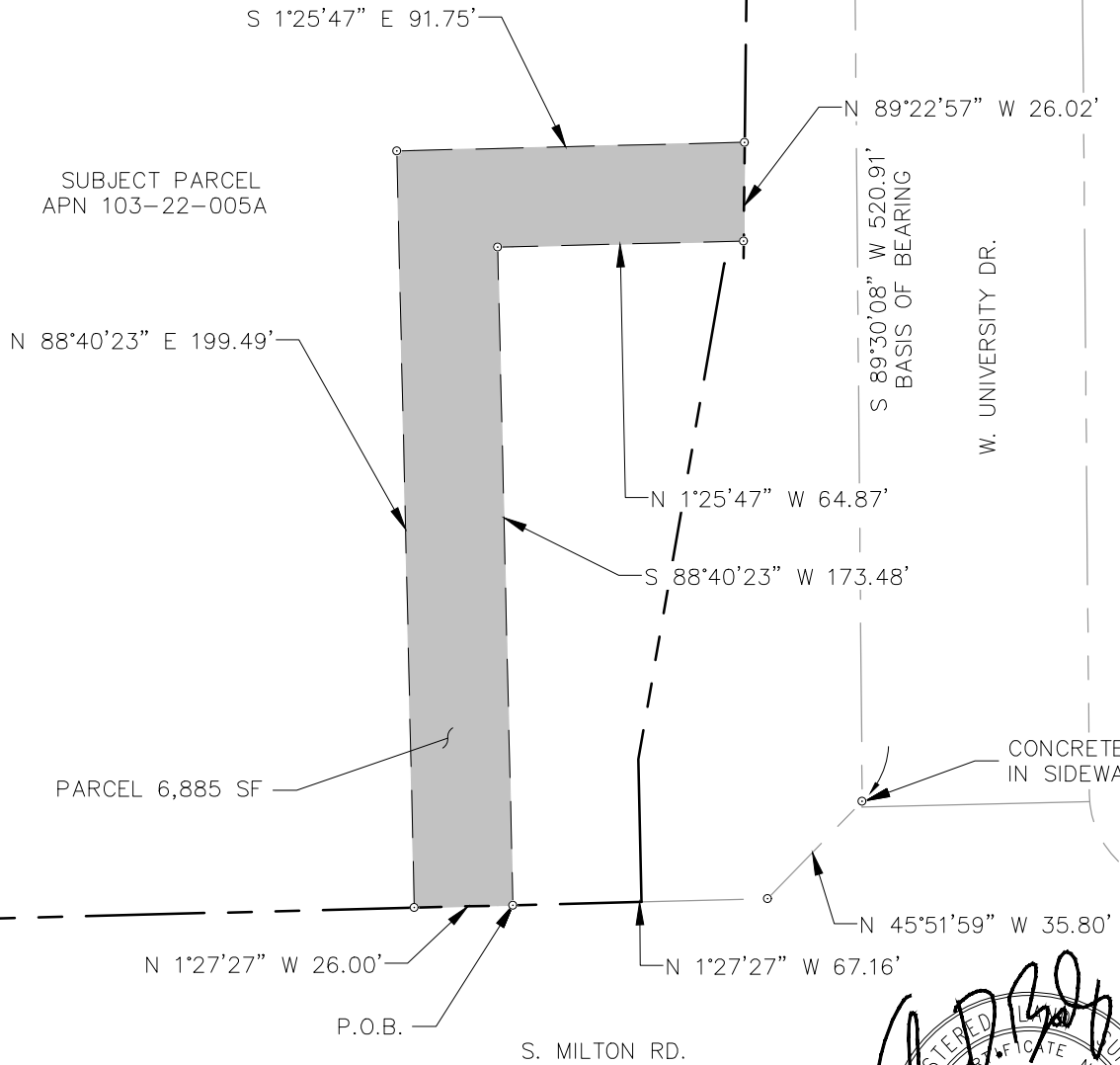
FILE: \\192.168.1.15\projects\2018\18121\Survey\Legal Descriptions\2021-08-13 Legal Description Exhibits\PUE\103-22-005A\_TARGET\_PUE\_EXHIBIT.dwg SWI-C3D-2021 PLOTTED: Oct 14, 2021-3:07pm

# EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION


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



SCALE: 1" = 50'



NOTE:  
THIS EXHIBIT DOES NOT REPRESENT THE  
RESULTS OF A BOUNDARY SURVEY AND  
SHOULD NOT BE CONSTRUED AS ONE.  
ITS SOLE PURPOSE IS TO DEPICT THE  
LOCATION OF THE AREA DESCRIBED.

 <b>Shephard &amp; Wesnitzer, Inc.</b> www.swiaz.com	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax	JOB NO. 18121 DATE OCT 2019 SCALE 1"=50' DRAWN JEE DESIGN CHECKED ADB	BEULAH & UNIVERSITY LEGAL EXHIBIT	FLAGSTAFF, ARIZONA	SHEET <b>2</b> OF 2
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**LEGAL DESCRIPTION**

**Exhibit 'A'**

#18121

10/14/2021

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10 and as described in Instrument Number 3732791, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a found 1.5-inch aluminum cap on the east Right-of-Way line of South Milton Road, from which a found 3-inch ADOT brass cap on said Right-of-Way line bears North 1°27'27" West, 238.13 feet (Basis of Bearing);

Thence along said Right-of-Way line, North 01°27'27" West, 33.21 feet to the **POINT OF BEGINNING**;

Thence continuing along said Right-of-Way line, North 01°27'27" West, 78.67 feet;

Thence leaving said Right-of-Way line, North 88°33'48" East, 0.59 feet;

Thence South 2°28'11" East, 68.91 feet;

Thence South 45°00'00" East, 2.96 feet;

Thence South 2°28'11" East, 7.63 feet;

Thence South 88°40'23" West, 3.98 feet to the **POINT OF BEGINNING**;

Containing 119 square feet, or 0.003 Acres, more or less.

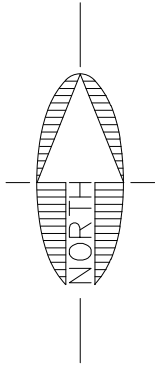
See Exhibit 'B' attached hereto and made a part hereof.

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

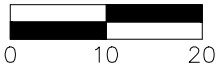


# EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

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



SCALE: 1" = 20'



FOUND 3" ADOT BRASS CAP

N 88°33'48" E 0.59'

S 1°27'27" E 238.13'  
BASIS OF BEARING  
78.67'

S 2°28'11" E 68.91'

SUBJECT PARCEL  
APN 103-22-005A

PARCEL 119 SF

S 45°00'00" E 2.96'

S 2°28'11" E 7.63'

S. MILTON RD.

P.O.B.

S 88°40'23" W 3.98'

33.21'

FOUND 1.5" ALUM. CAP

W. UNIVERSITY DR.



NOTE:  
THIS EXHIBIT DOES NOT REPRESENT THE  
RESULTS OF A BOUNDARY SURVEY AND  
SHOULD NOT BE CONSTRUED AS ONE.  
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LOCATION OF THE AREA DESCRIBED.



Shephard & Associates, Inc.

110 W. Dale Avenue  
Flagstaff, AZ 86001  
928.773.0354  
928.774.8934 fax

www.swiaz.com

JOB NO.	18121
DATE	OCT 2021
SCALE	1"=20'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY

FLAGSTAFF,  
ARIZONA

LEGAL EXHIBIT

SHEET  
**2**  
OF 2

FILE: \\192.168.1.15\projects\2018\18121\Survey\Legal Descriptions\2021-08-13 Legal Description Exhibits\Sidewalk easement\103-22-005A\_TARGET\_SIDEWALK\_EXHIBIT\_MILTON.dwg SWPLOS\BIE\2021\10-14-21-4:33pm

**LEGAL DESCRIPTION**

**Exhibit 'A'**

#18121

10/14/2021

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10 and as described in Instrument Number 3732791, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a found 1.5-inch aluminum cap on the east Right-of-Way line of South Milton Road, from which a found 3-inch ADOT brass cap on said Right-of-Way line bears North 1°27'27" West, 238.13 feet (Basis of Bearing);

Thence along said Right-of-Way line, North 01°27'27" West, 111.89 feet to the **POINT OF BEGINNING**;

Thence continuing along said Right-of-Way line, North 01°27'27" West, 26.33 feet;

Thence leaving said Right-of-Way line, North 88°33'48" East, 7.02 feet;

Thence South 1°26'12" East, 26.33 feet;

Thence South 88°33'48" West, 7.01 feet to the **POINT OF BEGINNING**;

Containing 184 square feet, or 0.158 Acres, more or less.

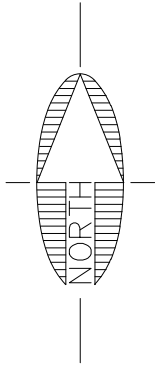
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This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

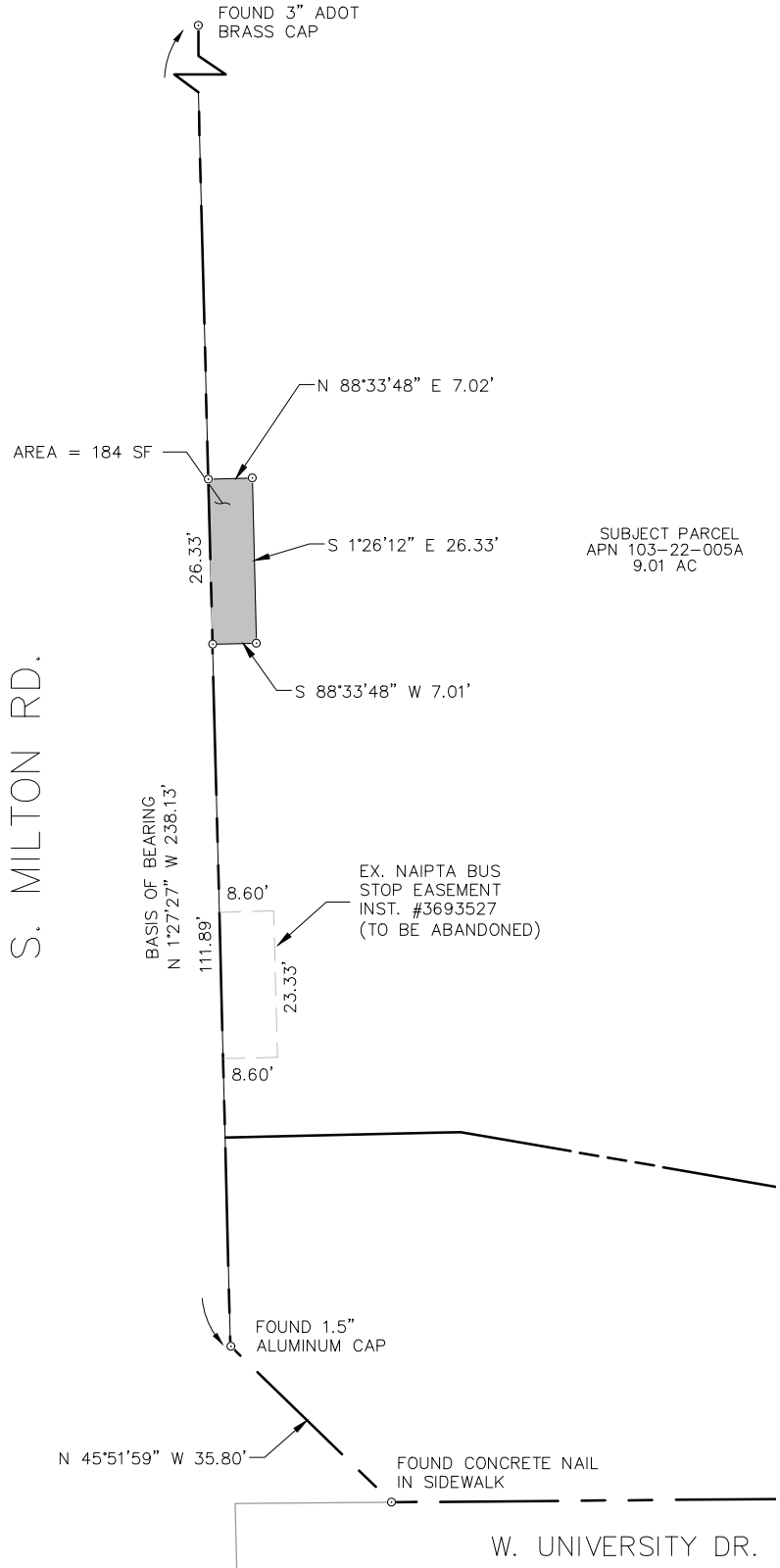


# EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

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



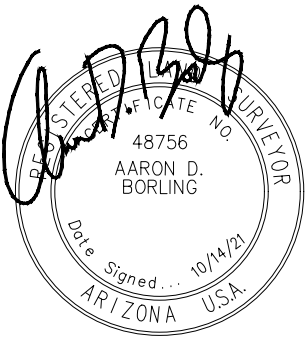
SCALE: 1" = 30'



SUBJECT PARCEL  
APN 103-22-005A  
9.01 AC

S. MILTON RD.

W. UNIVERSITY DR.



NOTE:  
THIS EXHIBIT DOES NOT REPRESENT THE  
RESULTS OF A BOUNDARY SURVEY AND  
SHOULD NOT BE CONSTRUED AS ONE.  
ITS SOLE PURPOSE IS TO DEPICT THE  
LOCATION OF THE AREA DESCRIBED.



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

JOB NO.	18121
DATE	OCT 2021
SCALE	1"=30'
DRAWN	KMF
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY

FLAGSTAFF,  
ARIZONA

LEGAL EXHIBIT

SHEET

2

OF 2

**LEGAL DESCRIPTION**

**Exhibit 'A'**

#18121

10/14/2021

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10 and as described in Instrument Number 3732791, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a point on the northerly Right-of-Way line of West University Avenue, from which a point on said Right-of-Way line bears South 44°30'57" West, 497.65 feet (Basis of Bearing);

Thence along said Right-of-Way line, South 44°30'57" West, 163.52 feet to the **POINT OF BEGINNING**;

Thence continuing along said Right-of-Way line, South 44°30'57" West, 334.00 feet to the beginning of a tangent curve concave to the north, having a radius of 181.42 feet;

Thence continuing along said Right-of-Way line, and westerly along said curve, 142.45 feet through a central angle of 44°59'15";

Thence continuing along said Right-of-Way line, North 81°52'07" West, 50.41 feet;

Thence leaving said Right-of-Way line, North 89°05'15" East, 51.56 feet to the beginning of a tangent curve concave to the north, having a radius of 180.00 feet;

Thence easterly along said curve, 138.07 feet through a central angle of 43°56'54";

Thence North 44°29'37" East, 315.43 feet;

Thence North 8°22'58" West, 8.73 feet;

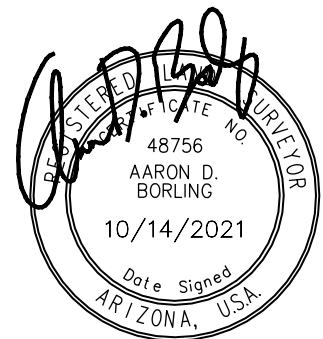
Thence North 44°40'15" East, 9.80 feet;

Thence South 45°29'03" East, 14.21 feet to the **POINT OF BEGINNING**;

Containing 3,784 square feet, or 0.087 Acres, more or less.

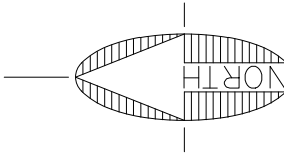
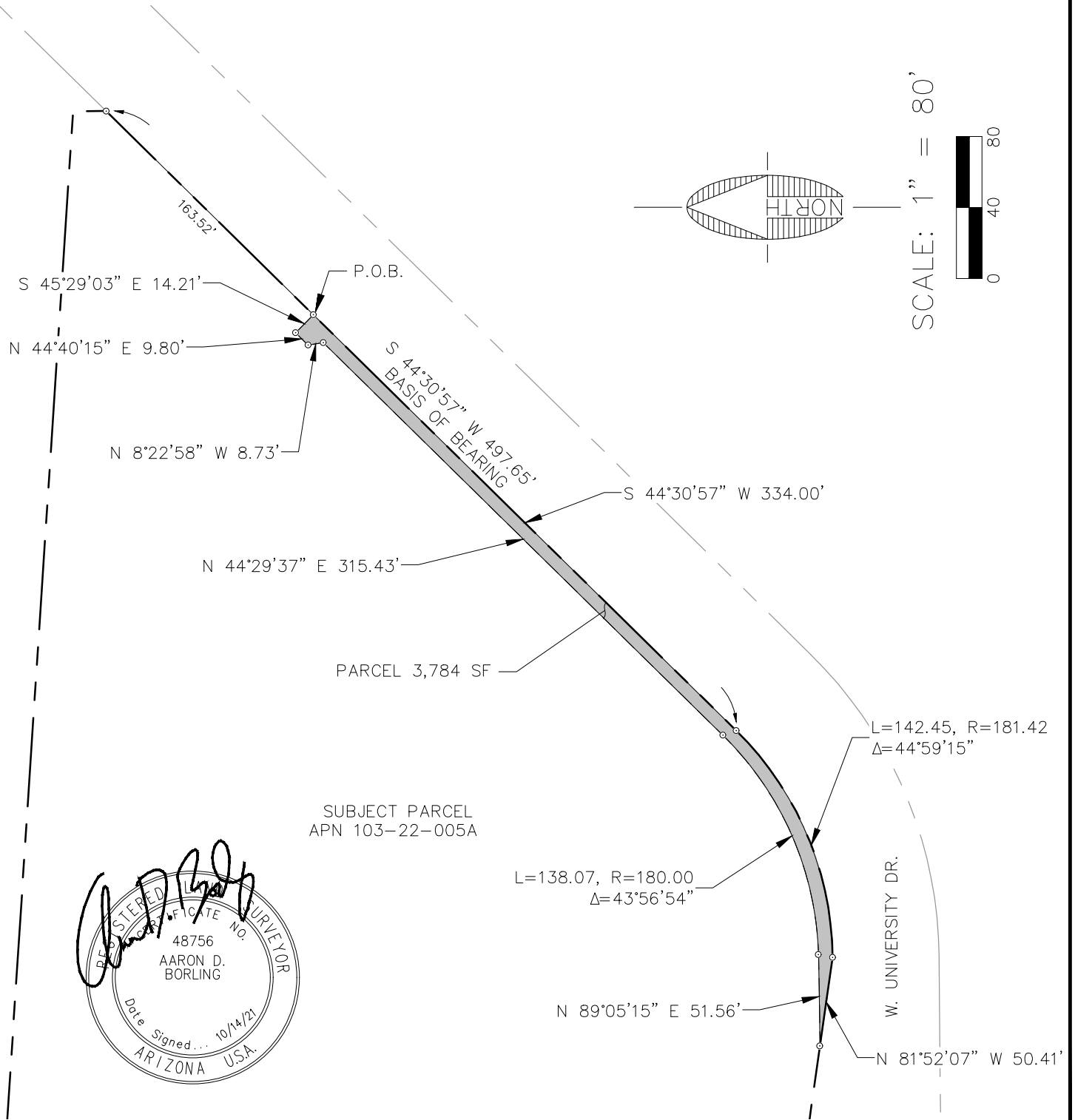
See Exhibit 'B' attached hereto and made a part hereof.

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

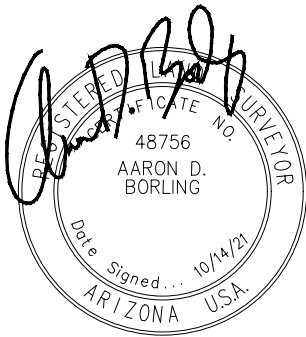


# EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

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



SCALE: 1" = 80'



NOTE:  
THIS EXHIBIT DOES NOT REPRESENT THE  
RESULTS OF A BOUNDARY SURVEY AND  
SHOULD NOT BE CONSTRUED AS ONE.  
ITS SOLE PURPOSE IS TO DEPICT THE  
LOCATION OF THE AREA DESCRIBED.



Shephard & Associates, Inc.

110 W. Dale Avenue  
Flagstaff, AZ 86001  
928.773.0354  
928.774.8934 fax

www.swiaz.com

JOB NO. 18121  
DATE OCT 21  
SCALE 1"=80'  
DRAWN JEE  
DESIGN  
CHECKED ADB

BEULAH & UNIVERSITY

FLAGSTAFF,  
ARIZONA

LEGAL EXHIBIT

SHEET

2

OF 2

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council

:

**Co-Submitter:** Rick Barrett

**Co-Submitter:** Tiffany Antol

**Date:** 10/15/2021

**Meeting Date:** 10/19/2021



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**TITLE:**

**Consideration and Possible Adoption of Resolution No. 2021-44:** A resolution authorizing the execution of the First Amendment to the Mill Town Development Agreement between Vintage Partners, LLC and the City of Flagstaff related to the development of approximately 18.11 acres of real property generally located at 1801 South Milton Road.

**STAFF RECOMMENDED ACTION:**

- 1) Read Resolution No. 2021-44 by title only
- 2) City Clerk reads Resolution No. 2021-44 by title only (if approved above)
- 3) Adopt Resolution No. 2021-44

**Executive Summary:**

State law allows the City to enter into development agreements by resolution of the City Council. The First Amendment to the Mill Town Development Agreement will be between Vintage Partners, LLC and the City of Flagstaff. The development agreement amendment governs the terms and conditions of the entitlements, transportation improvements, construction budget and payments, and requirements for on and off-site improvements. The proposed Mill Town project consists of a total of 18.11 acres which includes future development parcels and the city right-of-way located generally at 1801 South Milton Road.

\*\*\*The amendment to the Development Agreement will be provided with the final agenda\*\*\*

**Financial Impact:**

The City has budgeted funds for the Combined Roadway project as defined in the Development Agreement in the Transportation tax 5-year capital improvement plan. The project is currently still in design and final estimates have not yet been prepared. Additionally, funds may be need to identified for this project.

**Policy Impact:**

There are no policy impacts affiliated with this development agreement.

**Connection to PBB Key Community Priorities/Objectives & Regional Plan:**

## **Priority Based Budget Key Community Priorities and Objectives**

Identify smart traffic management, multi-modal transportation, and alternative energy opportunities

### **Regional Plan**

Goal T.1 Improve mobility and access throughout the region.

Goal T.2 Improve transportation safety and efficiency for all modes.

### **Has There Been Previous Council Decision on This:**

The City Council approved a Zoning Map Amendment, Preliminary Plat and Development Agreement for the Mill Town project, as part of a public-private-partnership (P3), on April 17, 2018. The P3 project was formalized through a Pre-Development Agreement between Vintage, the City, and the Arizona Department of Transportation in March 2015.

### **Options and Alternatives:**

1. Approve the First Amendment of the Mill Town Development Agreement as presented.
2. Approve the First Amendment of the Mill Town Development Agreement with additional, modified, or deleted terms.
3. Remand the First Amendment of the Mill Town Development Agreement back to staff for additional negotiations with Vintage Partners.
4. Deny the First Amendment of the Mill Town Development Agreement.

### **Background/History:**

On May 16, 2000, the voters of Flagstaff passed proposition 403 which established the local transportation tax 2000 to provide funding for a variety of transportation system improvements including the arterial and collector street system, and multi-modal elements. The information pamphlet for this proposition specifically identified the Beulah Boulevard extension and the University Avenue realignment as “missing links” within the overall transportation network. The exhibit for this proposition showed an alignment for these roadways similar to the current proposal. The transportation tax has been collected on a pay-as-you-go-basis with a total of \$7.375 million allocated for these transportation improvements. These funds became 100% available as of July 1, 2017; however, many years of work have been spent on moving this project forward.

In 2005, the City of Flagstaff acquired APN 103-21-002, a 9.58-acre site known as the “Fresquez Parcel” for approximately \$2.7 million. This purchase was the first step in moving this transportation project to fruition and provides the majority of right-of-way necessary to accomplish the Beulah Boulevard extension. In order to accomplish the University Avenue/Drive realignment, the ADOT District Offices and Regional Laboratory needed to be relocated.

The City and ADOT began to explore options for partnerships in order to relocate the ADOT facilities. In July 2009, the Arizona P3 (Public-Private-Partnership) Legislation was passed, allowing for partnerships between a public agency (in this case two public agencies) and a private-sector entity to allow greater participation in the delivery of a transportation project. Typically, the public agency assumes all the risks and responsibilities for a transportation project, but under the P3 the private partner takes on some of those risks and responsibilities. The Flagstaff P3 is the first time this initiative has been used to acquire new facilities for ADOT, which freed up land for roadway improvements and redevelopment. A Memorandum of Understanding was executed on March 28, 2012, and set out the parameters for how this P3 project would function. The City and ADOT would combine the remainders of their parcels after right-of-way dedication to be used for redevelopment. The redevelopment parcel would then be traded from ADOT to the developer for relocated ADOT facilities.

ADOT issued a Request for Qualifications in March 2012 to solicit a private partner who could relocate the ADOT facilities allowing for the construction of the road improvement project. The selected private



**RESOLUTION NO. 2021-44**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING THE FIRST AMENDMENT TO THE MILL TOWN DEVELOPMENT AGREEMENT BETWEEN VINTAGE PARTNERS, LLC AND THE CITY OF FLAGSTAFF RELATED TO THE DEVELOPMENT OF APPROXIMATELY 18.11 ACRES OF LAND LOCATED AT 1801 SOUTH MILTON ROAD, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, the City of Flagstaff ("City") is the owner of unimproved right-of-way for the University Avenue realignment and Beulah Boulevard extension and, following dedication of right-of-way to the City, Vintage Partners, LLC ("Owner") owns the remaining 12.53 acres of land located at 1801 South Milton Road in three separate parcels of land ("Property"); and

WHEREAS, Owner and the City entered into the Mill Town Development Agreement effective December 14, 2018 in association with Resolution No. 2018-13; and

WHEREAS, Owner and the City wish to enter into an amendment to the Development Agreement in the form attached hereto as Exhibit A and included with the staff summary submitted in support of this Resolution (the "First Amendment to the Mill Town Development Agreement") to provide for the terms and conditions under which the Property will be developed and to set forth in detail certain obligations of the Owner and City; and

WHEREAS, developing the Property under the terms and conditions of the proposed First Amendment to the Mill Town Development Agreement is consistent with the Flagstaff Regional Plan 2030, and Owner and the City acknowledge that the amendment operates to the benefit of both parties; and

WHEREAS, Arizona Revised Statutes ("A.R.S.") § 9-500.05 authorizes the City to enter into development agreements in order to facilitate the orderly and effective development of properties.

**ENACTMENTS:**

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

SECTION 1. The First Amendment to the Mill Town Development Agreement provides benefit to the City of Flagstaff.

SECTION 2. The First Amendment to the Mill Town Development Agreement is consistent with the purpose, intent, goals, policies, programs and land use designations of the General Plan, any applicable specific plans, and the Zoning Code.

SECTION 3. The First Amendment to the Mill Town Development Agreement complies with the requirements of A.R.S. § 9-500.05.

SECTION 4. The City of Flagstaff is hereby authorized to enter into the First Amendment to the Mill Town Development Agreement in the form attached to this Resolution as Exhibit A.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the First Amendment to the Mill Town Development Agreement and its related documents and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 6. That City Clerk be hereby directed to record a copy of the agreement with the Coconino County recorder no later than ten days after the amendment is executed.

SECTION 7. This Resolution shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19th day of October, 2021.

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MAYOR

ATTEST:

---

CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY

Exhibits:

Exhibit A - First Amendment to the Mill Town Development Agreement

When recorded, mail to:

City Clerk  
City of Flagstaff  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

FIRST AMENDMENT TO  
MILL TOWN DEVELOPMENT AGREEMENT

This First Amendment to Mill Town Development Agreement (“**Amendment**”) is entered into effective as of \_\_\_\_\_, 2021 (“**Amendment Date**”), by and between City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona (“**City**”), and Vintage Partners, LLC, an Arizona limited liability company (“**Vintage**”).

RECITALS

A. City and Vintage entered into that certain Mill Town Development Agreement dated June 4, 2018 and recorded in the Official Records of Coconino County as Instrument Number: 3816763 (the “**Agreement**”). Unless otherwise defined in this Amendment, initially capitalized terms used herein have the meanings given them in the Agreement.

B. The Agreement provides for Vintage to administer the design and construction of the Combined Roadway Project.

C. The City desires to assume responsibility for administering the design and construction of the Combined Roadway Project.

D. The parties desire to amend the Agreement on the terms and conditions more fully set forth below to provide for the City to assume the obligation to administer the design and construction of the Combined Roadway Project, which amendment is made pursuant to Section 10.4 of the Agreement.

AMENDMENT

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

1. Administration of Combined Roadway Project. The Parties agree that (i) the City shall be responsible for administering the remaining design of the Combined Roadway Project and the construction of the Combined Roadway Project, and (ii) the City will be responsible for all of the remaining costs to complete the design of the Combined Roadway Project and all of the costs of constructing the Combined Roadway Project, except for the Vintage Contribution (as defined below). In furtherance of the foregoing, the City and Vintage agree as follows:

(a) Design Escrow Account. Pursuant to Section 7.4.1 of the Agreement, each Party has deposited their allocation share of the costs to design the Combined Roadway Project, as determined by the Design Budget, into an escrow account (“**Design Escrow Account**”) established with Pioneer Title Agency, Inc. (“**Pioneer Title**”), pursuant to the terms of that certain Beulah Blvd. Extension and University Ave. Re-Alignment Final Design Draw Escrow Instructions dated October 22, 2020 and entered into by and between Pioneer Title, Vintage, the City, and Engineer (“**Design Escrow Agreement**”). Promptly following the completion of the design work, the Parties shall cause the Design Escrow Agreement to be terminated and the remaining funds; if any, deposited into the Design Escrow Account by a Party shall be distributed to that Party. If the funds on deposit in the Design Escrow Account are insufficient to pay for the costs of completing the design work for the Milton Underpass Improvements, then the City shall pay such additional costs, and such additional costs shall be added to the True-Up Payment (as defined below).

(b) Vintage Contribution.

(i) On or before ten (10) days following the date that the City notifies Vintage in writing that the City has entered into a contract with a contractor to construct the Combined Roadway Project, Vintage shall pay to the City the fixed sum of One Million Six Hundred Fifty Thousand and 00/100 Dollars (\$1,650,000.00) (“**Fixed Payment**”).

(ii) Promptly following the date that the Milton Underpass Improvements are completed and opened to the public (“**MU Completion**”), the City shall deliver to Vintage a summary of the out-of-pocket fees and costs incurred by the City to design and construct the Milton Underpass Improvements (“**MU Costs**”), together with reasonable supporting documentation of the MU Costs. No later than five (5) years following MU Completion, Vintage shall pay to the City the difference; if any, between: (A) the total MU Costs minus Four Hundred Thousand Dollars (\$400,000) and (B) the Fixed Payment (“**True-Up Payment**”).

(iii) As used in this Amendment, the term “**Vintage Contribution**” means: (A) the Fixed Payment, plus (B) the True-Up Payment. The Vintage Contribution shall be Vintage’s sole required financial contribution to any additional costs of designing and the costs of constructing the Combined Roadway Project.

(c) Security for Payment. The obligation of Vintage to make the True-Up Payment shall be secured by the Deed of Trust, in the form attached hereto as **Exhibit A** (“**Deed of Trust**”), recorded against Lot 2 of Final Plat for Mill Town Mixed-Use recorded in the Official Records of Coconino County at Instrument No. 3861259 (“**Lot 2**”). Concurrently with the execution of this Amendment, Vintage shall execute, have acknowledged and deliver the Deed of Trust to the City and the City shall cause the Deed of Trust to be recorded in the Official Records of Coconino County. If the True-Up Payment is not paid when due, and such failure is not cured within five (5) business days following written notice from the City to Vintage, then the City may enforce payment of

the amount due, or Deed of Trust, by taking either or both of the following actions, concurrently or separately (and, by exercising either of the remedies set forth below, the City does not prejudice or waive its right to exercise the other remedy or such additional remedies as may be available under applicable law): (i) bring an action at law against Vintage; and/or (ii) enforce the Deed of Trust.

(d) Completion of Combined Roadway Project. The City shall diligently complete the design of the Combined Roadway Project and, subject to receipt of the Fixed Payment, the City shall diligently complete the construction of the Milton Underpass Improvements in combination with the remainder of the Combined Roadway Project. The City shall construct the Milton Underpass Improvements in accordance with: (i) the design contemplated by the approved Entitlements, (ii) the approved Traffic Impact Analysis dated October 30, 2017 for Milltown, and (iii) the 60% Construction Plans for Beulah Boulevard Extension & University Avenue Realignment, dated June 2021, and prepared by Shephard Wesnitzer, Inc. under Job Number 18121 (collectively, the “**Design Standards**”).

(e) Easements for Milton Underpass Improvements. The City shall be responsible for the costs of obtaining any easements for the Milton Underpass Improvements; however, the costs of such easements shall be added to the True-Up Payment.

(f) Financial Assurances. The Vintage Contribution will satisfy any requirement for financial assurances from Vintage with respect to the Milton Underpass Improvements.

(g) Certificate of Occupancy. No certificate of occupancy will be issued for any portion of the Mill Town Property until the Fixed Payment is paid to the City and the Milton Underpass Improvements are complete, except that two (2) of the three (3) commercial pads may receive certificate of occupancy earlier at the discretion of the City Engineer in consultation with the ADOT.

(h) Self-Help. If the City does not diligently pursue the construction of the Combined Roadway Project to completion, then Vintage has the right, but not the obligation, to assume responsibility for administering the construction of the Combined Roadway Project by written notice to the City in which event (i) the City will reasonably cooperate with Vintage to allow Vintage to assume responsibility for administering the construction of the Combined Roadway Project, (ii) the City will be responsible for the costs of constructing the Combined Roadway Improvements, except for the Milton Underpass Improvements, and shall pay such costs pursuant to customary draw request procedures and as set forth in the Agreement, (iii) Vintage shall be responsible for the costs of the Milton Underpass Improvements minus Four Hundred Thousand Dollars (\$400,000), which is the City’s contribution to the Milton Underpass Improvements; and (iv) the City will pay the City’s \$400,000 contribution to the Milton Underpass Improvements to Vintage within thirty (30) days following completion of the Milton Underpass Improvements. Notwithstanding the foregoing, if Vintage has made the Fixed

Payment as of the date that Vintage exercises self-help, then the City will pay the costs of the Milton Underpass Improvements pursuant to customary draw request procedures and as set forth in the Agreement until such time as the City has paid costs of the Milton Underpass Improvements in the amount of the Fixed Payment.

Notwithstanding the foregoing, if the Fixed Payment is not made when due, and such failure is not cured within five (5) business days following written notice from the City to Vintage, then Vintage will have no right to exercise the self-help remedy in this subsection (h).

3. Effective Date; Extension of Entitlements. The Parties acknowledge and agree that the Effective Date of the Agreement is December 14, 2018. The City agrees to extend the right to develop the Mill Town Property in accordance with the Entitlements set forth in the Development Agreement for an additional two (2) years, for a total of seven (7) years from the Effective Date. If, however, the Fixed Payment is not made when due, and such failure is not cured within five (5) business days following written notice from the City to Vintage, then there will be no extension and the Entitlements will terminate on December 13, 2023. In the event that the City fails to diligently pursue the construction of the Combined Roadway Project to completion and Vintage exercises its right to assume responsibility for administering the construction of the Combined Roadway Project, then the Entitlements will terminate on December 13, 2025.

4. Miscellaneous. Except as stated herein, the Agreement shall remain in full force and effect and is hereby ratified and approved. If there is any inconsistency between the terms of the Agreement and the terms of this Amendment, the provisions of this Amendment will govern and control the rights and obligations of the Parties. This First Amendment may be signed in counterparts.

5. Conflict of Interest. This Amendment and the Development Agreement may be cancelled by the City pursuant to A.R.S. § 38-511.

[Balance of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, City and Vintage have executed this Amendment as of the date first set forth above.

**“City”**

City of Flagstaff, an Arizona municipal corporation

\_\_\_\_\_  
\_\_\_\_\_, Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**“Vintage”**

Vintage Partners, LLC, an Arizona limited liability company

By: Edward & Company, LLC, an Arizona limited liability company  
Its: Administrative Member

By: \_\_\_\_\_  
Mark Ortman, Jr.  
Its: Manager

STATE OF ARIZONA       )  
COUNTY OF COCONINO   )

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public, personally appeared \_\_\_\_\_, Mayor of the City Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

STATE OF ARIZONA       )  
COUNTY OF MARICOPA   )

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public, personally appeared Mark Ortman, Jr., known to me to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of Vintage Partners LLC, an Arizona limited liability company, for the purposes therein contained.

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

**EXHIBIT A**

When recorded, return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DEED OF TRUST**

TRUSTOR: Vintage Partners, LLC, an Arizona limited liability company

TRUSTOR'S MAILING ADDRESS: \_\_\_\_\_

BENEFICIARY: City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona

BENEFICIARY'S MAILING ADDRESS: \_\_\_\_\_

TRUSTEE: \_\_\_\_\_

TRUSTEE'S MAILING ADDRESS: \_\_\_\_\_

PROPERTY in Coconino County, State of Arizona, described as:

**See attached Exhibit A**

THIS DEED OF TRUST is made between the Trustor, Trustee and Beneficiary named above. Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, the above-described Property and all buildings, improvements and fixtures located thereon or hereinafter erected thereon, subject to only to the covenants, conditions, restrictions, rights-of-way, and easements described in that certain Report of Title issued by Pioneer Title Agency, Inc., dated September 17, 2021 under file number 70515537. Trustor is the owner of legal and beneficial title to the Property, subject to this Deed of Trust.

THIS DEED OF TRUST IS MADE FOR THE PURPOSE OF SECURING: (a) performance of each agreement of Trustor herein contained; and (b) payment of the True-Up Payment pursuant to that certain First Amendment to Mill Town Development Agreement (“**DA Amendment**”) entered into effective as of \_\_\_\_\_, 2021, by and between Trustor and

Beneficiary. Trustor has no right to set-off any amount that may be owned by Beneficiary to Trustor against the amounts secured by this Deed of Trust.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To keep the Property in good condition and repair; to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; and do all other acts which from the character or use of the Property may be reasonably necessary.

2. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named and in any suit brought by Beneficiary to foreclose this Deed of Trust.

3. To pay, before delinquent, all taxes and assessments affecting the Property, and to pay, when due, all encumbrances, charges and liens, with interest, on said Property or any part thereof which appear to be prior or superior hereto; all costs, fees and expenses of this Trust including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance and all lawful charges, costs and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes: appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel, and pay counsel's reasonable fees.

4. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from the date of expenditure at the rate of ten percent (10%) per annum. Any amounts so paid by Beneficiary or Trustee shall become part of the debt secured by this Deed of Trust and a lien on the Property or shall become immediately due and payable at option of Beneficiary or Trustee.

5. To maintain, during the term of this Deed of Trust, in full force, at their own expense, a policy or policies of comprehensive liability insurance, including property damage, written by one or more insurance companies licensed to do business in Arizona, which shall insure both Trustor and Beneficiary against liability for injury to persons or property and for the death of any person occurring in or about the Property.

IT IS MUTUALLY AGREED:

6. That any award of damages in connection with any condemnation, or any such taking, or for injury to the Property by reason of public use or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefor and for the ownership thereof subject to this Deed of Trust) and, upon receipt of such moneys, Beneficiary shall apply the same to the True-Up Payment.

7. That time is of the essence of this Deed of Trust and that, by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

8. That, at any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust, without liability therefor, without affecting the personal liability of any person for payment of the indebtedness secured hereby, without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto and without the necessity that any sum representing the value or any portion thereof of the property affected by the Trustee's action be credited on the indebtedness, the Trustee may: (a) release and reconvey all or any part of the Property; (b) consent to the making and recording, or either, of any map or plat of the Property or any part thereof; (c) join in granting any easement thereon, and (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance or charge hereof.

9. That, upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust, and upon payment of its fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

10. Trustor will be in default upon the occurrence of any of the following: (a) Trustor fails, after the expiration of any applicable grace period, to pay the True-Up Payment when due, (b) Trustor fails to perform any of its obligations contained in this Deed of Trust and such default continues for a period of ten (10) days after Trustor receives written notice thereof from Beneficiary, (c) Trustor shall become insolvent or make a general assignment for the benefit of creditors, (d) a petition in bankruptcy is filed by Trustor, or against Trustor and is not dismissed within ninety (90) days of filing, (e) Trustor is adjudicated a bankrupt, (f) any court of competent jurisdiction appoints a receiver or other custodian (permanent or temporary) for Trustor or Trustor's assets or property or any part thereof, whether or not consented to by Trustor, where possession of such assets or property is not restored to Trustor within ninety (90) days following such appointment, (g) any attachment, execution or other judicial seizure of substantially all of Trustor's assets takes place, which attachment, execution or judicial seizure is not discharged within ninety (90) days, or (h) upon the sale or transfer, without Beneficiaries prior written consent,

which consent may be withheld by Beneficiary in its sole and absolute discretion, of all or any part of the Property, or any interest in the Property.

11. That, upon an event of default by Trustor, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature thereof, and of election to cause the Property to be sold under this Deed of Trust. Trustee shall record and give notice of Trustee's sale and shall sell the Property at public auction, all in the manner required by law. Any persons, including Trustee or Beneficiary, may purchase at such sale. Trustee shall deliver to such purchaser its Deed conveying the Property so sold, but without any covenant or warranty, express or implied. Trustor requests that a copy of any notice of Trustee's sale hereunder be mailed to Trustor at his address set forth above.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale and reasonable attorney's fees, Trustee shall apply the proceeds of sale in the manner provided by law. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder.

In lieu of sale, pursuant to the power of sale conferred hereby, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. Beneficiary shall also have all other rights and remedies available to it hereunder and at law or in equity. All rights and remedies shall be cumulative.

12. That Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor. Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers and duties.

13. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

14. That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of a pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

15. That the trust relationship created by this Deed of Trust is limited solely to the creation and enforcement of a security interest in real property. All of Trustee's duties, whether fiduciary or otherwise, are strictly limited to those duties imposed by this instrument and A.R.S. §33-801 *et seq.* and no additional duties, burdens or responsibilities are or shall be placed on Trustee.

16. That this Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

17. Trustor hereby agrees to indemnify, defend, protect and hold harmless Trustee and Beneficiary and their respective employees, members, managers, shareholders, officers, and directors from and against any and all liabilities, claims and obligations which may be incurred,



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Christina Rubalcava, Senior Assistant City Attorney CR  
**Date:** 10/15/2021  
**Meeting Date:** 10/19/2021



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**TITLE:**

**Consideration and Adoption of Resolution No. 2021-47:** A resolution approving Binding Waivers of Enforcement for seventy parcels of land located in the City of Flagstaff.

**STAFF RECOMMENDED ACTION:**

- 1) Read Resolution No. 2021-47 by title only
- 2) City Clerk reads Resolution No. 2021-47 by title only (if approved above)
- 3) Adopt Resolution No. 2021-47

**Executive Summary:**

On November 17, 2020, the Flagstaff City Council adopted a land use law, Ordinance 2020-28, generally referred to as the High Occupancy Housing amendments, which made various amendments to the Flagstaff Zoning Code.

Arizona Revised Statutes §12-1134 ("Prop 207") allows a property owner to seek just compensation when a city adopts a land use law that reduces the property owner's existing rights to use, divide, sell, or possess private real property and such action reduces the fair market value of the property.

The property owners listed in the attached Binding Waiver of Enforcement filed claims for just compensation under Prop 207, asserting that the amendments to the Flagstaff Zoning Code adopted by Ordinance 2020-28 reduced their rights to use their respective properties and thereby collectively reduced the fair market value of the 70 properties by approximately \$51 million.

In response to a claim for just compensation under Prop 207, a city may reach an agreement with the property owner on the demanded compensation, deny the demanded compensation and defend such denial in litigation, amend the land use law, repeal the land use law, or issue to the property owner a binding waiver of enforcement of the land use law on the owner's specific parcels.

If the City Council approves and adopts the attached resolution approving the Binding Waiver of Enforcement for the 70 properties identified therein, these properties will not be subject to the High Occupancy Housing amendments adopted by Ordinance 2020-28.

**Financial Impact:**



**RESOLUTION NO. 2021-47**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING BINDING WAIVERS OF ENFORCEMENT FOR SEVENTY PARCELS OF LAND WITHIN THE CORPORATE LIMITS OF THE CITY OF FLAGSTAFF**

**RECITALS:**

WHEREAS, on November 17, 2020, the Flagstaff City Council adopted a land use law, Ordinance 2020-28, which made various amendments to the Flagstaff Zoning Code; and

WHEREAS, the owners identified in Exhibit A, attached hereto, owned their respective parcels of land ("Properties") on November 17, 2020; and

WHEREAS, Arizona Revised Statutes §12-1134 ("Prop 207") allows a property owner to seek just compensation when a city adopts a land use law that reduces the property owner's existing rights to use, divide, sell, or possess private real property and such action reduces the fair market value of the property; and

WHEREAS, the property owners identified in Exhibit A filed claims for just compensation under Prop 207, asserting that the amendments to the Flagstaff Zoning Code adopted by Ordinance 2020-28 reduced their rights to use the seventy Properties and thereby reduced the fair market value of the Properties; and

WHEREAS, in response to a claim for just compensation under Prop 207, a city may issue to the property owner a binding waiver of enforcement of the land use law on the owner's specific parcels.

**ENACTMENTS:**

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

SECTION 1. That the Binding Waiver of Enforcement, which is attached hereto as Exhibit A, is hereby approved and the Mayor is authorized to execute the Binding Waiver of Enforcement, waiving enforcement of Ordinance 2020-28 as to the seventy Properties identified therein.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19th day of October, 2021.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

Exhibits:

Exhibit A - Binding Waiver of Enforcement

**WHEN RECORDED, MAIL TO:**

Flagstaff City Clerk  
Stacy Saltzburg  
211 W. Aspen Avenue  
Flagstaff, AZ 86001

**BINDING WAIVER OF ENFORCEMENT**

THIS BINDING WAIVER OF ENFORCEMENT (this “Waiver”) is granted by the City of Flagstaff, an Arizona municipal corporation (the “City”).

**RECITALS:**

- A. On November 17, 2020, the Flagstaff City Council adopted a land use law, Ordinance 2020-28, which made various amendments to the Flagstaff Zoning Code.
- B. The respective owners of the following parcels in Flagstaff, (collectively “the Properties”) owned the Properties on the date of enactment listed above:

	<b>APN</b>	<b>Property Owner</b>	<b>Address</b>
1.	114-09-005	Caro Mark & Valerie Revocable Trust DTD 03-26-14	1500 North Wakonda Street
2.	108-03-088	Caro Mark & Valerie Revocable Trust DTD 03-26-14, Caro Anita L	3411 North Schevene Blvd
3.	109-10-006C	Caro Mark & Valerie Revocable Trust DTD 03-26-14, Caro Anita L	1555 East Cedar Avenue
4.	104-16-008C	Caro Mark & Valerie Revocable Trust DTD 03-26-14, Caro Anita L, Joyce James and Joan	323 South River Run Road
5.	104-02-053	Elm Tree Apartments	608 South Fontaine Street
6.	103-16-005A	Flag Holdings LLC	520 South Leroux Street
7.	103-15-019	Flag Holdings LLC	404 South Leroux Street
8.	103-15-021	Flag Holdings LLC	418 South Leroux Street
9.	107-06-002J	FLG DEN Partners LLC	1965 East Mountain View Avenue
10.	104-02-028	Lumberjack Lodging LLC	404 South Verde Street

11.	103-17-015A	510 San Francisco LLC	504 South San Francisco Street
12.	112-52-051	Stephen M and Debra L Dorsett	1823 West Heavenly Court
13.	103-12-025	Moonbeam Investments, LLC	311 South Leroux
14.	103-09-014	Chateau Guay LLC	212 South Beaver Street
15.	103-09-015	Chateau Guay LLC	216 South Beaver Street
16.	103-09-016A	Chateau Guay LLC	220 South Beaver Street
17.	100-09-004	Cherry Flagstaff, LLC	200 West Cherry Avenue
18.	104-10-046A	Vantage Retirement Plans LLC	1230 South Lone Tree Road
19.	110-06-081	Shawn Mahoney	311 West Oak Avenue
20.	103-11-010	Shawn T Mahoney	405 South Leroux Street
21.	100-35-011	Shawn T Mahoney	701 West Tombstone Avenue
22.	111-15-005	Shawn T Mahoney	3066 West Ridgeview Drive
23.	112-57-014	Shawn T Mahoney	603 West Benjamins Way
24.	110-06-082	Vantage Retirement Plans LLC FBO Shawn Mahoney IRA	315 West Oak Avenue
25.	104-10-047A	Vantage Retirement Plans LLC FBO Shawn Mahoney	1220 South Lone Tree Road
26.	104-02-114	Forrest M May	531 South O'Leary Street
27.	104-02-115	Forrest M May	533 South O'Leary Street
28.	104-02-116	Forrest M May	537 South O'Leary Street
29.	100-36-003	Forrest M May	506 Tombstone Avenue
30.	101-09-010	David F Menne & Martha E Menne	500 North Beaver Street
31.	112-55-018	David F Menne & Martha E Menne	2425 South Cliffview Street
32.	104-02-027	Manuel Robert Nordel & Michelle Marie Nordel	408 South Verde Street
33.	107-13-009	66TH & FOURTH LLC	2511 East Route 66
34.	101-03-016B	204 West Sullivan LLC	204 West Sullivan Avenue
35.	101-04-021A	824 N Beaver LLC	824 North Beaver Street
36.	100-32-006	Chandramauli Patel	924 West Coconino Avenue
37.	106-03-005M	Kenzona Investment LLC	2200 East Butler Avenue
38.	101-23-062B	Kunal Patel	519 East David Drive

39.	101-24-039	Karan Patel	530 North Charles Road
40.	106-01-002	PCM LLC	1560 East Route 66
41.	104-05-005	WW 66 LLC	922 East Route 66
42.	103-17-025	Dark Skies LLC	515 South WC Riles Drive
43.	100-11-017	North Park Properties LLC	210 North Park Street
44.	100-11-016A	North Park Properties LLC	210 North Park Street
45.	103-17-026	Ray Morrissey and Michelle Beckham	509 South WC Riles Drive
46.	101-13-005	Robert Trathnigg Trust DTD 05/24/2019	314 North Beaver Street
47.	100-40-009	Robert Trathnigg Trust DTD 05/24/2019	12 South Mikes Pike
48.	113-17-012	Allen Jonathan T & Josie	6400 North Highway 89
49.	104-01-001A	301 Oleary LLC	301 South O'Leary Street
50.	101-29-066	RockJuniper Holdings LLC	775 East Ponderosa Parkway
51.	101-29-039	Rohr Jason & Mariah	783 Forest View Drive
52.	107-06-031	Rohr Jason T & Mariah A	1601 East Mountain View Avenue
53.	104-10-081	Rohr Jason T & Mariah A	38 South Pine Circle
54.	103-06-004	Angelina Investment Inc.	501 South Milton Road
55.	101-21-016B	Flag Retail Center LLC	22 North San Francisco Street
56.	100-19-008A	Leroux Retail LLC	111 North Leroux
57.	101-06-018	Prema Medical Plaza LLC	750 North Kendrick Street
58.	103-04-016B	Primo Investment LLC	915 South Milton Road
59.	103-03-018B	Ricsat Investment LLC	1111 South Plaza Way
60.	103-02-008	Shakti Investment Inc	602 West Route 66
61.	101-16-001	Kevin Peterson	418 East Birch Avenue
62.	112-55-019	Newman Jeffrey & Melinda Trust DTD 01-14-11	2492 South Rocking Horse Lane
63.	105-02-080A	Ridgecrest Rental of Flagstaff LLC	3291 South Gila Drive
64.	105-02-081A	Ridgecrest Rental of Flagstaff LLC	3454 South Walapai Drive
65.	100-39-013B	Long Cold Winter Investments, LLC	210 W Benton Avenue
66.	100-39-013C	Long Cold Winter Investments, LLC	210 W Benton Avenue

67.	100-39-015C	Long Cold Winter Investments, LLC	210 W Benton Avenue
68.	105-10-146	Reitz Restoration & Home Construction, LLC	1886 E Marengo Court
69.	104-01-099B	Railway Yard, LLC	306 E Cottage Avenue
70.	107-14-004A	Intercontinental Investments, LLC	2650 E Route 66

- C. Arizona Revised Statutes §12-1134 (“Prop 207”) allows a property owner to seek just compensation when a city adopts a land use law that reduces the property owner’s existing rights to use, divide, sell, or possess private real property and such action reduces the fair market value of the property.
- D. In July, September, and October 2021, the owners of the Properties filed with the City a request for just compensation pursuant to Prop 207.
- E. In response to a claim for just compensation under Prop 207, a city may reach an agreement to issue to the property owner a binding waiver of enforcement of the land use law on the owner’s specific parcels.

NOW, THEREFORE, the City of Flagstaff does hereby declare as follows:

- 1) Incorporation of Recitals. The recitals stated above are true and correct and are incorporated herein.
- 2) Binding Waiver of Enforcement. That the amendments to the Flagstaff Zoning Code adopted by Ordinance 2020-28 shall not be enforced nor applicable to the entirety, or any portion of the Properties.
- 3) Recordation. This Binding Waiver of Enforcement shall be adopted by Resolution of the Flagstaff City Council and recorded in its entirety in the Official Records of Coconino County, Arizona, not later than ten (10) days after this Waiver takes effect.
- 4) Covenants Running with Land; Inurement. The covenants, conditions, terms, and provisions of this Waiver relating to use of the Properties shall run with the Properties.
- 5) Governing Law. This Waiver, and all rights and obligations created hereby, shall be determined and governed by the laws of the State of Arizona.

IN WITNESS WHEREOF, this Waiver is approved by the Flagstaff City Council through the adoption of Resolution 2021-\_\_.

City of Flagstaff

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

STATE OF ARIZONA        )  
COUNTY OF COCONINO    )

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, a Notary Public, personally appeared Paul Deasy, Mayor of the City Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ORDINANCE NO. 2020-28**

**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 – HIGH OCCUPANCY HOUSING LAND USE*"; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, the City of Flagstaff wishes to amend Title 10 Flagstaff Zoning Code of the Flagstaff City Code, to implement the High Occupancy Housing Plan by adopting modifications to the land use and property development tables, specific to use standards, parking standards, definitions, and the appendixes; and

WHEREAS, a citizen review session was held at the Planning Commission work session on September 23, 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 October 28, 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 and Development Services section of the Community Development 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 known as "*Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use*", 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. 2020-59.

**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 - High Occupancy Housing Land Use*", 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. 2020-59 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.

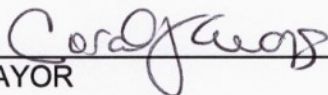
SECTION 8. Clerical Corrections

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.

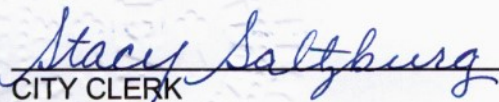
SECTION 9. Effective Date

This resolution shall be effective on March 1, 2021.

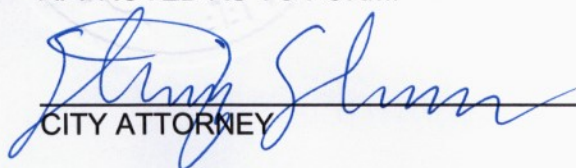
PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of November, 2020.

  
MAYOR

ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY

RESOLUTION NO. 2020-59

**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 - HIGH OCCUPANCY HOUSING LAND USE"**

**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. 2020-59, 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:**

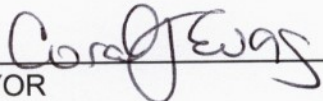
SECTION 1. In General.

That certain document known as "Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use" 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 on March 1, 2021.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17<sup>th</sup> day of November, 2020.

  
MAYOR

ATTEST:

  
  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY

Exhibits:

A. Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use

**Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use**


Amendment for Adoption in Flagstaff Zoning Code

**HOW TO READ THIS DOCUMENT**

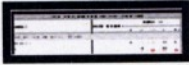
Unless otherwise stated, existing provisions that are being deleted are shown in bold red strikethrough text, like this: ~~Provisions that are being deleted are shown with a bold red strikethrough text.~~

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.

Bold blue capitalized text, **BOLD BLUE CAPITALIZED TEXT LIKE THIS**, are additions that the City Council made at the November 17, 2020 City Council Meeting

Section 1. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.030 Residential Zones, Subsection B. Residential Zones – Allowed Uses, as follows:

**Section 10-40.30.030 Residential Zones**

B. Residential Zones – Allowed Uses. The allowed land uses of each of the Residential Zones are shown in Table 10-40.30.030.B.

Table 10-40.30.030.B. Residential Zones – Allowed Uses.								
Primary Land Use <sup>1</sup>	Specific Use Regulations	Residential Zones						
		RR	ER	R1	R1N	MR	HR	MH
<b>Ranching, Forestry and Animal Keeping</b>								
Animal Keeping	10-40.60.070	p <sup>6</sup>	p <sup>6</sup>	--	--	--	--	--
<b>Recreation, Education and Assembly</b>								
Commercial Campgrounds	10-40.60.130	UP	--	--	--	--	--	--
Equestrian Recreational Facilities		UP	UP	UP	--	--	--	--
Golf Courses and Facilities		UP	UP	UP	--	--	--	--

Libraries, Museums		UP	UP	UP	UP	UP	UP	UP
Meeting Facilities, Public and Private	10-40.60.230							
Regional		--	--	--	--	--	--	--
Neighborhood		P/UP <sup>2</sup>	P/UP <sup>2</sup>	P/UP <sup>2</sup>	P/UP <sup>2</sup>	P/UP <sup>2</sup>	P/UP <sup>2</sup>	P/UP <sup>2</sup>
Outdoor Public Uses, General		P	P	P	--	P	P	P
Places of Worship		P/UP <sup>5</sup>	P/UP <sup>5</sup>	P/UP <sup>5</sup>	P/UP <sup>5</sup>	P/UP <sup>5</sup>	P/UP <sup>5</sup>	P/UP <sup>5</sup>
Schools – Private		P	P	P	P	P	P	P
Schools – Public and Charter		p <sup>3</sup>	p <sup>3</sup>	p <sup>3</sup>	p <sup>3</sup>	P	P	p <sup>3</sup>
Trade Schools		--	--	--	--	--	--	--
<b>Residential</b>								
Co-housing	10-40.60.120	P	P	PRD	--	P	P	--
Congregate Care Facilities		UP	UP	UP	UP	P	P	UP
Day Care, Centers	10-40.60.150.B	UP	UP	UP	UP	UP	UP	UP
Day Care, Home	10-40.60.150.A	P	P	P	P	P	P	P
Development, Duplex		PRD	PRD	PRD	P	P	P	--
Development - Cluster, Single-Family	10-40.60.170	P	P	-- PRD	--	--	--	--
Development, Multiple- Family		PRD	PRD	PRD	--	P	P	--
Development, Single- Family		P	P	P	P	PRD <sup>4</sup>	PRD <sup>4</sup>	P
Dormitories		--	--	--	--	UP	UP	--
Group Home		P	P	P	P	P	P	P
<b>High Occupancy Housing Development, Single-Family</b>	<b>10-40.60.175</b>	<b>UP</b>	<b>UP</b>	<b>UP</b>	<b>UP</b>	<b>UP/PRD</b>	<b>UP/PRD</b>	<b>UP</b>
<b>High Occupancy Housing Development, Two-units</b>	<b>10-40.60.175</b>	<b>UP/PRD</b>	<b>UP/PRD</b>	<b>UP/PRD</b>	<b>UP</b>	<b>UP</b>	<b>UP</b>	<b>--</b>
<b>High Occupancy Housing Development, Three-units</b>	<b>10-40.60.175</b>	<b>UP/PRD</b>	<b>UP/PRD</b>	<b>UP/PRD</b>	<b>--</b>	<b>UP</b>	<b>UP</b>	<b>--</b>

<b>High Occupancy Housing Development, Four-units and Greater</b>	<b>10-40.60.175</b>	<b>UP/PRD</b>	<b>UP/PRD</b>	<b>UP/PRD</b>	<b>--</b>	<b>UP</b>	<b>UP</b>	<b>--</b>
Home Occupation	10-40.60.180	P	P	P	P	P	P	P
<b>Institutional Residential</b>								
Custodial Care Facilities		UP	UP	UP	UP	UP	UP	UP
Homeless Shelters	10-40.60.190							
Emergency Shelters		UP	UP	UP	UP	UP	UP	UP
Short Term Housing		UP	UP	UP	UP	UP	UP	UP
Transitional Housing		UP	UP	UP	UP	UP	UP	UP
Sheltered Care Homes		UP	UP	UP	UP	UP	UP	UP
Nursing Homes		--	UP	UP	UP	UP	UP	UP
Live/Work	10-40.60.200	--	--	--	--	UP/PRD	UP/PRD	--
Manufactured Home	10-40.60.210	--	--	--	--	--	--	P
Manufactured Home Park	10-40.60.210.D	--	--	--	--	--	--	P
Manufactured Home Subdivision	10-40.60.210.C	--	--	--	--	--	--	P
Mobile Home		--	--	--	--	--	--	P
Planned Residential Development	10-40.60.280	P	P	P	P	P	P	--
<b>Rooming and Boarding Facilities</b>		<b>--</b>	<b>UP</b>	<b>--</b>	<b>--</b>	<b>UP</b>	<b>UP</b>	<b>UP</b>
Single Room Occupancy, Fraternities and Sororities		--	--	--	--	UP	UP	--
<b>Retail Trade</b>								
Neighborhood Market								
≤ 1,500 sf		--	--	UP	--	--	--	UP
≤ 2,500 sf		--	--	--	--	UP	--	--
≤ 5,000 sf		--	--	--	--	--	UP	--
Offices		--	--	--	--	--	UP	--

<b>Services</b>								
Bed and Breakfast Establishments	10-40.60.110	P	P	P	P	P	P	P
Cemeteries		UP	UP	UP	--	UP	UP	UP
Hospitals		UP	UP	UP	UP	UP	UP	UP
<b>Public Services</b>								
Emergency Services		UP	UP	UP	UP	UP	UP	UP
Public Services Minor		P	P	P	P	P	P	P
Public Services Major		--	--	--	--	--	--	--
<b>Telecommunications Facilities</b>								
AM Broadcasting Facilities	10-40.60.310	UP	UP	UP	UP	UP	UP	UP
Antenna-supporting Structure	10-40.60.310	UP	UP	UP	UP	UP	UP	UP
Attached Telecommunication Facilities	10-40.60.310	P	P	P	P	P	P	P
Colocation Facility	10-40.60.310	P	P	P	UP	P	P	P
FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.310	UP	UP	UP	UP	UP	UP	UP
Stealth Telecommunication Facilities	10-40.60.310	P	P	P	P	P	P	P
<b>Transportation and Infrastructure</b>								
Accessory Wind Energy Systems	10-40.60.040	P	P	P	--	P	P	P
<b>Urban Agriculture</b>								
Community Garden	10-40.60.140	P	P	P	P	P	P	P
Nurseries		UP	--	--	--	--	--	--
<b>End Notes</b>								
1. A definition of each listed use type is in Chapter 10-80, Definitions.								
2. A conditional use permit is required if liquor is sold or if facilities exceed 250 seats.								
3. Charter schools proposed in existing single-family residences shall be located on residential lots one acre or greater. Charter schools shall be subject to the review processes established in A.R.S. §15-189.01., as amended.								

- 4. Existing single-family uses and lots recorded in MR and HR, prior to the effective date of this Zoning Code, are considered legal, conforming uses.
- 5. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.
- 6. Use is allowed only on a lot or parcel with a net lot area of five acres, or greater.

**Key**

- P = Permitted Use
- UP = Conditional Use – Requires the Approval of a Conditional Use Permit
- PRD = Allowed Use only when part of a Planned Residential Development (see Section 10-40.60.280)
- UP/PRD = Conditional Use – Requires the Approval of a Conditional Use Permit, and the use shall be part of a Planned Residential Development (see Section 10-40.60.280)
- = Use Not Allowed

Section 2. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.030 Residential Zones, Subsection C. Residential Zones – Building Form Standards and Property Development Standards, as follows:

**10-40.30.030 Residential Zones**

- C. Residential Zones – Building Form Standards and Property Development Standards. The building form and property development standards shown in Table 10-40.30.030.C. shall apply to all property within the corresponding residential zone.

Table 10-40.30.030.C. Residential Zones – Building Form and Property Development Standards.							
	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
<b>Residential development subdivided by a plat that was recorded before December 5, 2011</b>							
Lot sizes	(1) Lot sizes and setbacks shall be provided in accordance with the requirements delineated 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 shall conform with the current requirements of						

	the property's zone, unless alternate lot sizes and setbacks are approved by the City Council on a final plat that is recorded.						
<b>Building Placement Requirements</b>							
Setbacks							
Front (min.)							
2nd Floor and Below	75'	50'	15'	15'	10'	10'	15'
Above 2nd Floor	75'	50'	15'	15'	15'	15'	15'
For Parking	--	--	25' <sup>1</sup>	--	--	--	--
Side (min.)							
Side Yard	10'	20'min./ 45'total	8'	6'	5'	5'	8'
Street Side Yard	25'	20'	15'	6'	5'	5'	12'
Rear (min.)	10'	60'	25' <sup>2</sup>	15'	15' <sup>3</sup>	15' <sup>3</sup>	10'
<b>Building Form Requirements</b>							
Building Height (max.) <sup>12,13, and 14</sup>	35'	35'	35'	35'	35'	60' <sup>4</sup>	30'
Coverage (max.)	20%	17%	35%	35%	40%	50%	43%
<b>Density Requirements (See Division 10-30.20, Affordable Housing Incentives)</b>							
Gross Density (units/acre)							
Min.	--	--	2	2	6	10	--
<b>Max. Outside the RPO</b>	<b>1</b>	<b>1</b>	<b>6</b>	<b>14</b>	<b>14</b>	<b>29<sup>5</sup></b>	<b>11</b>
<b>Maximum without the Resource Protection Overlay (RPO)</b>	<b>1</b>	<b>1</b>	<b>6</b>	<b>14</b>	<b>14</b>	<b>29<sup>5</sup></b>	<b>11</b>
<b>Maximum with the RPO, inside of a pedestrian shed of an activity center<sup>(18)</sup></b>	<b>1</b>	<b>1</b>	<b>6</b>	<b>14</b>	<b>14</b>	<b>29<sup>5</sup></b>	<b>11</b>
<b>Max. Within the RPO</b> <b>Maximum with the RPO, outside of a pedestrian shed of an activity center<sup>(18)</sup></b>	<b>1</b>	<b>1</b>	<b>5</b>	<b>--</b>	<b>9</b>	<b>22</b>	<b>4</b>
<b>Multiple-Family Developments with four dwelling units or more, Bedrooms per Acre</b>							
<b>Maximum without the RPO</b>	<b>---End note 15---</b>		<b>15</b>	<b>--</b>	<b>35</b>	<b>72.5</b>	<b>--</b>
<b>Maximum without the RPO with a Conditional Use Permit for a High Occupancy Housing Development inside of a</b>	<b>---End note 16---</b>		<b>21</b>	<b>--</b>	<b>49<sup>17</sup></b>	<b>101.5<sup>17</sup></b>	<b>--</b>

pedestrian shed of an activity center <sup>(18)</sup>								
Maximum with the RPO	---End note 15---	12.5	--	22.5	55	--		
Maximum with the RPO and a Conditional Use Permit for a High Occupancy Housing Development inside of a pedestrian shed of an activity center <sup>(18)</sup>	---End note 16---	17.5	--	31.5 <sup>17</sup>	77 <sup>17</sup>	--		
<b>Lot Requirements</b>								
Area								
Gross (min.)	1 ac <sup>6</sup>	1 ac	6,000 sf	6,000 sf	6,000 sf	6,000 sf	5 ac	
Per Unit (min.)	1 ac <sup>6</sup>	1 ac	6,000 sf	3,000 sf	End note 5	End note 5	4,000 sf	
Width								
Interior Lots (min.)	100 <sup>17</sup>	149 <sup>18</sup>	60 <sup>18,9</sup>	50'	50 <sup>18,9</sup>	50 <sup>18,10</sup>	--	
Corner Lots (min.)	100 <sup>17</sup>	149 <sup>18</sup>	60 <sup>18,9</sup>	50'	50 <sup>18,9</sup>	50 <sup>18,10</sup>	--	
Depth (min.)	200 <sup>17</sup>	--	100 <sup>18</sup>	100'	100 <sup>18</sup>	75 <sup>18,10</sup>	--	
<b>Other Requirements</b>								
Open Space (% of Development Site Area) <sup>11</sup>	--	--	--	--	See Table 10-40.30.030.A			
Fences and Screening	See Division 10-50.50							
Landscaping	See Division 10-50.60							
Lighting	See Division 10-50.70							
Parking	See Division 10-50.80							
Signs	See Division 10-50.100							
<b>End Notes</b>								
1.	15' for side entrance garages, where the garage is designed as an integral element of the primary dwelling (i.e., doors and windows are consistent with the overall architectural character).							
2.	One or two story residential buildings and decks attached to those buildings may be built to 15' from the rear property line; provided, that any portion of the structure located closer than 25' to the rear property line does not exceed 50% of the lot width.							
3.	May be reduced for zones not subject to the Resource Protection Overlay when a minimum of 350 sf of open yard area per unit is provided, see Section 10-40.30.030(H).							
4.	Building height can be exceeded with approval of a Conditional Use Permit.							
5.	The maximum number of units for each lot is based on the following:							

Area of Lot	Required Lot Area Per Dwelling Units
5,000 to 14,000 square feet	2,500 square feet
14,001 to 24,000 square feet	2,000 square feet
24,001 square feet and over	1,500 square feet

6. Five-acre minimum where public water supply and public streets are not available to serve the property.
7. Where public water supply and public streets are not available to serve the property a minimum lot width of 200' and lot depth of 250' are required.
8. Within a Planned Residential ~~Development~~ **Development**, the minimum width and depth of a lot may vary based on the minimum lot standards applicable to the building types selected for application within a Planned Residential Development (See Section 10-40.60.280, Planned Residential Development).
9. Lot width measured at the setback line.
10. On lots greater than 9,000 sf: 70' minimum width on interior lots, 75' minimum width on corner lots and 100' minimum depth on all lots.
11. ~~Any required common~~ **Common** open space as required in Division 10-50.110, Specific to Building Types, and areas set aside for resource preservation such as floodplains, slopes and forests (Division 10-50.90, Resource Protection Standards) may be used to satisfy this standard. In this context, "open space" includes active and passive recreation uses, landscape areas, and community gardens.
12. 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.
13. 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.
14. 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.
15. **Multiple-Family Developments are allowed 3 bedrooms for the first acre of a Development Site and 2.5 bedrooms per acre for each additional acre of a Development Site.**
16. **Multiple-Family Developments are allowed 4 bedrooms for the first acre of a Development Site and 3.5 bedrooms per acre for each additional acre of a Development Site.**
17. **Additional bedrooms per acre may be approved on a lot or parcel inside of a pedestrian shed of a Regional Activity Center delineated on the General Plan or applicable Specific Plan with an HOHD Conditional Use Permit.**
18. **Activity centers are delineated on the General Plan or applicable Specific Plan.**

**Key**

-- Not Applicable

Section 3. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.040 Commercial Zones, Subsection B. Commercial Zones – Allowed Uses., as follows:

**10-40.30.040 Commercial Zones**

B. **Commercial Zones – Allowed Uses.** The allowed land uses of each of the Commercial zones are shown in Table 10-40.30.040.B.

Table 10-40.30.040.B. Commercial Zones – Allowed Uses						
Primary Land Use <sup>1</sup>	Specific Use Regulations	Commercial Zones				
		SC	CC	HC	CS	CB
<b>Industrial, Manufacturing, Processing and Wholesaling</b>						
Carpenter or Cabinet Shops		--	--	--	P	-
Flammable Liquid, Gas, and Bulk Fuel – Storage and Sale		--	--	UP	--	
Machine or Metal Working Shops		--	--	--	P	--
Manufacturing and Processing – Incidental		--	P	P	P	P
Micro-brewery or Micro-distillery	10-40.60.240	--	P	P	P	P
Mini-storage Warehousing	10-40.60.250	--	--	UP <sup>2</sup>	P	--
Research and Development Uses	10-40.60.300	--	--	UP	--	--
Transportation or Trucking Yards		--	--	--	P	--
Vehicle Towing/Impound Yard		--	--	p <sup>4</sup>	--	--
Warehousing	10-40.60.330	--	p <sup>3</sup>	p <sup>3</sup>	--	p <sup>3</sup>

Wholesaling and Distribution		--	--	--	P	P <sup>3</sup>
<b>Recreation, Education and Assembly</b>						
Automobile, Go-kart, Miniature Automobile Racing	10-40.60.080	--	UP	UP	--	--
Commercial Campgrounds	10-40.60.130	--	--	P	--	--
Commercial Recreation Facilities, Indoor		P	P	P	--	P
Commercial Recreation Facilities, Outdoor	10-40.60.270	--	UP	UP	--	--
Libraries, Museums		P	P	P	P	P
Meeting Facilities, Public or Private	10-40.60.230					
Regional		--	P/UP <sup>5</sup>	P/UP <sup>5</sup>	P/UP <sup>5</sup>	P/UP <sup>5</sup>
Neighborhood		P <sup>5</sup>	P/UP <sup>5</sup>	--	--	--
Outdoor Public Uses, General		P	P	P	--	--
Places of Worship		P/UP <sup>10</sup>	P/UP <sup>10</sup>	P/UP <sup>10</sup>	P/UP <sup>10</sup>	P/UP <sup>10</sup>
Schools – Public and Charter		P	P	P	P	P
Schools – Private		P	P	P	P	P
Theaters		P	P	P	--	P
Trade Schools		--	UP	UP	UP	UP
<b>Residential<sup>7</sup></b>						
Co-housing	10-40.60.120	p <sup>6</sup>	p <sup>6</sup>	p <sup>6</sup>	p <sup>6</sup>	p <sup>6</sup>
Congregate Care Facilities		UP	P	P	P	UP
Day Care, Centers	10-40.60.150.B	P	P	P	UP	UP
Day Care, Home	10-40.60.150.A	P	P	P	P	P
Development, Duplex		p <sup>6</sup>	p <sup>6,9</sup>	p <sup>6</sup>	p <sup>6</sup>	p <sup>6</sup>
Development, Multiple-Family		p <sup>6</sup>	p <sup>6</sup>	p <sup>6</sup>	p <sup>6</sup>	p <sup>6</sup>
Development, Single-Family		--	p <sup>9</sup>	--	--	--

Dormitories		UP <sup>6</sup>	UP <sup>6</sup>	UP <sup>6</sup>	UP <sup>6</sup>	UP <sup>6</sup>
Fraternities and Sororities		UP <sup>6</sup>	UP <sup>6</sup>	UP <sup>6</sup>	UP <sup>6</sup>	UP <sup>6</sup>
Group Homes		p <sup>6</sup>	p <sup>6</sup>	p <sup>6</sup>	p <sup>6</sup>	p <sup>6</sup>
High Occupancy Housing Development, Single-Family	10-40.60.175	--	UP	--	--	--
High Occupancy Housing Development, Two-units	10-40.60.175	UP <sup>6</sup>	UP <sup>6</sup>	UP <sup>6</sup>	UP <sup>6</sup>	UP <sup>6</sup>
High Occupancy Housing Development, Three-units	10-40.60.175	UP <sup>6</sup>	UP <sup>6</sup>	UP <sup>6</sup>	UP <sup>6</sup>	UP <sup>6</sup>
High Occupancy Housing Development, Four-units and Greater	10-40.60.175	UP <sup>6</sup>	UP <sup>6</sup>	UP <sup>6</sup>	UP <sup>6</sup>	UP <sup>6</sup>
Home Occupation	10-40.60.180	P	P	P	P	P
<b>Institutional Residential</b>						
Custodial Care Facilities		p <sup>8</sup>	p <sup>8</sup>	p <sup>8</sup>	p <sup>8</sup>	p <sup>8</sup>
Homeless Shelters	10-40.60.190					
Emergency Shelters		p <sup>8</sup>	p <sup>8</sup>	p <sup>8</sup>	p <sup>8</sup>	p <sup>8</sup>
Short Term Housing		p <sup>8</sup>	p <sup>8</sup>	p <sup>8</sup>	p <sup>8</sup>	p <sup>8</sup>
Transitional Housing		P	P	P	P	P
Nursing Homes		UP	UP	UP	UP	UP
Sheltered Care Homes		P	P	P	P	P
Live/Work	10-40.60.200	P	P	P	P	P
Planned Residential Development	10-40.60.280	P/UP	P/UP <sup>9</sup>	UP	UP	UP
Residence for Owner, Caretaker or Manager		p <sup>6</sup>	p <sup>6</sup>	p <sup>6</sup>	p <sup>6</sup>	p <sup>6</sup>
<del>Rooming and Boarding Facilities</del>		<del>UP<sup>6</sup></del>	<del>UP<sup>6</sup></del>	<del>UP<sup>6</sup></del>	<del>UP<sup>6</sup></del>	<del>UP<sup>6</sup></del>

Single Room Occupancy		UP	--	P	--	P
<b>Retail Trade</b>						
Bars/Taverns		P	P	P	P	P
Crematorium		P	P	P	P	--
Drive-through Retail	10-40.60.160	P	P	P	--	--
Drive-through Service		P	P	P	--	--
Farmers Markets and Flea Markets		--	P	P	P	P
General Retail Business		P	P	P	P	P
Mixed Use	10-40.60.260	P	P	P	P	P
<b>Mixed-Use High Occupancy Housing Development</b>	<b>10-40.60.175 and 10-40.60.260</b>	<b>UP</b>	<b>UP</b>	<b>UP</b>	<b>UP</b>	<b>UP</b>
Restaurant or Cafe		P	P	P	P	P
<b>Services</b>						
Bed and Breakfast Establishments	10-40.60.110	P	P	P	P	P
Cemeteries		UP	UP	UP	UP	--
Dry-cleaning, Processing		P	P	P	--	--
Equipment Rental Yard		--	UP	P	P	--
Funeral Homes, Chapels and Mortuaries		--	P	P	--	UP
General Services		P	P	P	P	P
Hospital		UP	UP	UP	UP	UP
Kennel, Animal Boarding	10-40.50.195			UP <sup>11</sup>		
Medical Marijuana Dispensary	10-40.60.220	--	--	P	--	--
Office		P	P	P	P	P
<b>Public Services</b>						
Public Services Major		--	--	--	--	--

	Public Services Minor		P	P	P	P	P
	Emergency Services		UP	UP	UP	UP	UP
Travel Accommodations			UP	--	P	--	P
Veterinary Clinics			P	P	P	P	--
Veterinary Hospitals			--	--	UP	UP	--
<b>Telecommunication Facilities</b>							
AM Broadcasting Facilities	10-40.60.320		UP	UP	UP	UP	UP
Antenna-Supporting Structure	10-40.60.320		UP	UP	UP	UP	UP
Attached Telecommunication Facilities	10-40.60.320		P	P	P	P	P
Collocation Facility	10-40.60.320		P	P	P	P	P
FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.320		P	P	P	P	P
Stealth Telecommunication Facilities	10-40.60.320		P	P	P	P	P
<b>Transportation and Infrastructure</b>							
Accessory Wind Energy Systems	10-40.60.040		P	P	P	P	P
Garages, Off-Street			P	P	P	P	P
Parking Lots, Off- Street	10-50.80		P	P	P	P	P
Passenger Transportation Facilities			--	--	UP	UP	UP
<b>Urban Agriculture</b>							
Community Gardens	10-40.60.140		P	P	P	P	P
Food Production			--	--	UP <sup>2</sup>	UP <sup>2</sup>	--
<b>Vehicle Sales and Services</b>							
Automobile Service Station and Convenience Store	10-40.60.090		P	P	P	P	--

Automobile and Trailer Rental		--	--	P	P	--
Automobile/Vehicle Sales and Service, New and Used		--	UP	P	P	UP
Automobile/Vehicle Repair Garages – Minor	10-40.60.100	--	UP	P	P	--
Automobile/Vehicle Repair Garages – Major	10-40.60.100	--	--	P	P	--
Car Washes		P	P	P	--	--
Mobile Homes and Recreational Vehicles, Sales, and Service		--	--	P	--	--

**End Notes**

1. A definition of each listed use type is in Chapter 10-80, Definitions.
2. Only allowed on lots that do not have highway frontage or behind existing/new commercial uses.
3. Only permitted when incidental to permitted use.
4. This use shall be screened. See Division 10-50.50, Fences and Screening, for fencing and screening requirements.
5. A conditional use permit is required if liquor is sold or if facilities exceed 250 seats.
6. Residential uses with more than two units are allowed as part of a mixed-use development located above or behind the commercial uses, or as a planned residential development (~~Section 10-40.60.280~~).
7. Residential uses in the CC, HC, CS and CB zones, and residential uses and properties listed on the National Historic Registry or within the Landmarks overlay zone existing prior to the effective date of this Zoning Code are considered legal, nonconforming uses. Residential uses in the CC, HC, CS and CB zones shall be subject to the development standards established in the HR zone.
8. Conditional use permit is required if proximity between shelter facilities is less than one-quarter mile.
9. Single-family and duplex land uses 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.
10. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.
11. Outdoor kenneling of animals is prohibited.

**Key**

P = Permitted Use  
UP = Conditional Use Permit Required  
-- = Use Not Allowed

Section 4. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.040 Commercial Zones, Subsection C. Commercial Zones – Building Form Standards., as follows:

**Section 10-40.30.040 Commercial Zones**

C. Commercial Zones – Building Form and Property Development Standards. The building form and property development standards shown in Table 10-40.30.040.C. shall apply to all property with the corresponding commercial zones.

<b>Table 10-40.30.040.C. Commercial Zones – Building Form and Property Development Standards</b>					
	<b>Commercial Zones</b>				
	SC	CC	HC	CS	CB
<b>Building Placement Requirements</b>					
Setback from property line					
Front (Also see Section 10-50.60.040.B)	15' <sup>1</sup>	0'	0' <sup>2</sup>	0'	0'
Side	----- 15' min. <sup>6</sup> -----				
Adjacent to Residential Use	----- 15' min. <sup>6</sup> -----				
Street Side (min.)	10' <sup>3</sup>	10' <sup>3</sup>	10' <sup>3</sup>	10' <sup>3</sup>	0'
All Other sides	----- 0' -----				
Rear	----- 15' min. -----				
Adjacent to Residential	----- 15' min. -----				
All Other rears	----- 0' -----				
<b>Building Form Requirements</b>					
Building Height (max.) <sup>8, 9, 10</sup>	35'	60' <sup>4, 7</sup>	60' <sup>4</sup>	60' <sup>4</sup>	60' <sup>4</sup>
Gross FAR (max.)	0.8	2.5	3.0	2.0	No max.
<b>Density Requirements</b>					
Gross Density (units/acre) <del>(max.) (Not Applicable to Mixed Use)</del>					
<del>Areas of the City without the Resource Protection Overlay (RPO) Maximum without the Resource Protection Overlay (RPO)</del>	<del>13 13<sup>11</sup></del>	----- <del>29 29<sup>11</sup></del> -----			
<del>Areas of the City inside of a pedestrian shed of an activity center delineated on the General Plan, with or without the RPO Maximum with the RPO, inside of a pedestrian shed of an activity center<sup>(13)</sup></del>	<del>13 13<sup>11</sup></del>	----- <del>29 29<sup>11</sup></del> -----			
<del>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</del>	<del>13 13<sup>11</sup></del>	----- <del>22 22<sup>11</sup></del> -----			

Maximum with the RPO, outside of a pedestrian shed of an activity center <sup>(13)</sup>					
<b>Maximum Bedroom Requirements</b>					
<b>Bedrooms per Acre on a Development Site with Four Dwelling Units or More</b>					
Maximum without the RPO for a development	35 <sup>12</sup>	----- 72.5 <sup>12</sup> -----			
Maximum with the RPO inside of a pedestrian shed of an activity center <sup>(13)</sup>	35 <sup>12</sup>	----- 72.5 <sup>12</sup> -----			
Maximum with the RPO inside of a pedestrian shed of an activity center <sup>(13)</sup>	35 <sup>12</sup>	----- 55 <sup>12</sup> -----			
<b>Lot Requirements</b>					
Area (Gross sf) (min.) <sup>5</sup>	6,000	9,000	9,000	9,000	7,000
Width (min.) <sup>5</sup>	50'	60'	60'	60'	50'
Depth (min.) <sup>5</sup>	100'	100'	100'	100'	--
<b>Open Space</b>					
Developments with Two or More Dwelling Units	----- 15 percent of the net lot area -----				
<b>Other Requirements</b>					
Fences and Screening	See Division 10-50.50				
Landscaping	See Division 10-50.60				
Outdoor Lighting	See Division 10-50.70				
Parking	See Division 10-50.80				
Signs	See Division 10-50.100				
<b>End Notes</b>					
1. Front setbacks shall be equal to 15' or match adjacent residential development, whichever is less.					
2. No front setback required, except when required by the adoption of building setback lines along specified streets.					
3. Setback may be reduced to 5' min., if the landscape street buffer is reduced in accordance with Section 10-50.60.040(B), Nonresidential Zone Buffers.					
4. Conditional use permit required for structures over 60' in height.					
5. Within a planned residential development, the minimum area, width, and depth of a lot may vary based on the minimum lot standards applicable to the building types selected for application within a planned residential development (see Section 10-40.60.280, Planned Residential Development).					
6. Except that the setback from a proposed residential use in a commercial zone to other residential uses shall be 5' min.					
7. Single-family dwellings and duplexes in the CC zone shall be limited to a maximum height of 35 feet consistent with the height standard for the MR zone.					
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.
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.
<b>11. Additional density may be approved with an HOHD or MHOHD Conditional Use Permit.</b>
<b>12. Additional bedrooms per acre may be approved with an HOHD or MHOHD Conditional Use Permit.</b>
<b>13. Activity centers are delineated on the General Plan or applicable Specific Plan.</b>

Section 5. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.050 T3 Neighborhood I (T3N.1) Standards, H. Allowed Uses, as follows:

**10-40.40.050 T3 Neighborhood I (T3N.1) Standards**

H. Allowed Uses					
Land Use <sup>1</sup>	Specific Use Regulations	T3N.1	Land Use <sup>1</sup>	Specific Use Regulations	T3N.1
Residential			Places of Worship		P/UP <sup>6</sup>
Accessory Buildings and Structures	10-40.60.020	P	Schools – Private		P
Accessory Dwelling Unit	10-40.60.040	P	Schools – Public and Charter		P <sup>5</sup>
Co-Housing	10-40.60.120	P	Retail Trade		
Congregate Care Facilities		UP	Neighborhood Market ≤ 1,500 sf		UP
Dormitories and Fraternities/Sororities		UP	Services		
Dwelling: Multiple-Family		P <sup>2</sup>	Bed and Breakfast	10-40.60.110	P
Dwelling: Single-Family		P	Cemeteries		UP
Duplex		P <sup>2</sup>	Daycare	10-40.60.150	
Group Home		P	Home		P
Home Occupation	10-40.60.180	P	Centers		UP
<b>High Occupancy Housing Development, Single-Family</b>	<b>10-40.60.175</b>	<b>UP</b>	Public Services		

H. Allowed Uses					
Land Use <sup>1</sup>	Specific Use Regulations	T3N.1	Land Use <sup>1</sup>	Specific Use Regulations	T3N.1
Institutional Residential	10-40.60.190	UP	Public Services Minor		P
<del>Rooming and Boarding Facilities</del>		<del>UP</del>	Emergency Services		UP
Recreation, Education and Public Assembly			Telecommunication Facilities		
Dance or Music Studio ≤ 650 sf		P <sup>3</sup>	Stealth Telecommunication Facilities	10-40.60.310	P
Libraries, Museums			Transportation and Infrastructure		
≤ 2,500 sf		P	Accessory Wind Energy Systems	10-40.60.040	P
> 2,500 sf		UP	Urban Agriculture		
Meeting Facilities, Public and Private	10-40.60.230	P/UP <sup>4</sup>	Community Gardens	10-40.60.140	P
Outdoor Public Use, General		P			
<b>End Notes</b>					
<p>1. See Chapter 10-80, Definitions, for use type definitions.</p> <p>2. Permitted only if the use exists at the effective date of this code.</p> <p>3. Not allowed on the ground floor unless behind an allowed ground-floor use.</p> <p>4. UP required if liquor is sold or if facilities exceed 250 seats.</p> <p>5. Charter schools proposed in existing single-family residences shall be located on residential lots 1 acre or greater.</p> <p>6. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.</p>					
<b>Key</b>					
P	Permitted Use				
UP	Permitted Use				

Section 6. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.060 T3 Neighborhood 2 (T3N.2) Standards, H. Allowed Uses, as follows:

**10-40.40.060 T3 Neighborhood 2 (T3N.2) Standards**

H. Allowed Uses					
Land Use <sup>1</sup>	Specific Use Regulations	T3N.2	Land Use <sup>1</sup>	Specific Use Regulations	T3N.2
Residential			Services		
Accessory Buildings and Structures	10-40.60.020	P	Bed and Breakfast	10-40.60.110	P
Accessory Dwelling Unit	10-40.60.030	P	Cemeteries		UP
Co-Housing	10-40.60.120	P	Crematoriums		UP
Congregate Care Facilities		UP	Daycare	10-40.60.150	
Dormitories and Fraternities/Sororities		UP	Home Centers		P UP
Dwelling: Multiple-Family		P	Public Services		
Dwelling: Single-Family		P	Public Services Minor		P
Duplex		P	Emergency Services		UP
Group Home		P	Telecommunication Facilities		
Home Occupation	10-40.60.180	P	Stealth Telecommunication Facilities	10-40.60.310	P
<b>High Occupancy Housing Development, Single-Family</b>	<b>10-40.60.175</b>	<b>UP</b>			
<b>High Occupancy Housing Development, Two-units</b>	<b>10-40.60.175</b>	<b>UP</b>			
<b>High Occupancy Housing Development, Three-units</b>	<b>10-40.60.175</b>	<b>UP</b>			
<b>High Occupancy Housing Development, Four-units and Greater</b>	<b>10-40.60.175</b>	<b>UP</b>			
Institutional Residential	10-40.60.190	UP	Transportation and Infrastructure		
Live/Work		P	Accessory Wind Energy Systems	10-40.60.040	P
<b>Rooming and Boarding Facilities</b>		<b>UP</b>			

H. Allowed Uses					
Land Use <sup>1</sup>	Specific Use Regulations	T3N.2	Land Use <sup>1</sup>	Specific Use Regulations	T3N.2
Recreation, Education and Public Assembly Uses			Urban Agriculture		
Dance or Music Studio ≤ 650 sf		P <sup>2</sup>	Community Gardens	10-40.60.140	P
Libraries, Museums			End Notes		
≤ 2,500 sf		P	<ol style="list-style-type: none"> <li>1. See Chapter 10-80, Definitions, for use type definitions.</li> <li>2. Not allowed on the ground floor unless behind an allowed ground-floor use.</li> <li>3. UP required if liquor is sold or if facilities exceed 250 seats.</li> <li>4. Charter schools proposed in existing single-family residences shall be located on residential lots 1 acre or greater.</li> <li>5. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.</li> </ol>		
> 2,500 sf		UP			
Meeting Facilities, Public and Private	10-40.60.230	P/UP <sup>3</sup>			
Outdoor Public Use, General		P			
Places of Worship		P/UP <sup>5</sup>			
Schools – Private		P			
Schools – Public and Charter		P <sup>4</sup>			
Retail Trade					
Neighborhood Market ≤ 1,500 sf		P			
Key					
P	Permitted Use				
UP	Permitted Use				

Section 7. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.070 T4 Neighborhood 1 (T4N.1) Standards, I. Allowed Uses, as follows:

**10-40.40.070 T4 Neighborhood 1 (T4N.1) Standards**

I. Allowed Uses							
Residential				Services			
Land Use <sup>1</sup>	Specific Use Regulations	T4N.1	T4N.1-O	Land Use <sup>1</sup>	Specific Use Regulations	T4N.1	T4N.1-O
Accessory Buildings and Structures	10-40.60.020	P <sup>2</sup>	P <sup>2</sup>	ATM		-	P
Accessory Dwelling Unit	10-40.60.030	P	P	Bed and Breakfast	10-40.60.110	P	p
Co-Housing	10-40.60.120	P	P	Cemeteries		UP	UP
Congregate Care Facilities		P	P	Crematorium		-	UP
Dormitories, Fraternities/Sororities and SRO (≤15 rooms)		UP	UP	Daycare	10-40.60.150		
Dwelling: Multiple-Family		P	P	Home Centers		P	P
Dwelling: Single-Family		P	P	Funeral Homes, Chapels, Mortuaries		-	P
Duplex		P	P	General Services		-	P
Group Home		P	P	Lodging			
<b>High Occupancy Housing Development, Single-Family</b>	<b>10-40.60.175</b>	<b>UP</b>	<b>UP</b>	≤ 15 rooms		-	P
<b>High Occupancy Housing Development, Two-units</b>	<b>10-40.60.175</b>	<b>UP</b>	<b>UP</b>	Offices		-	P
<b>High Occupancy Housing Development, Three-units</b>	<b>10-40.60.175</b>	<b>UP</b>	<b>UP</b>	Public Services			
<b>High Occupancy Housing Development, Four-units and Greater</b>	<b>10-40.60.175</b>	<b>UP</b>	<b>UP</b>	Public Services Minor		P	P
				Emergency Services		UP	UP

I. Allowed Uses							
Land Use <sup>1</sup>	Specific Use Regulations	T4N.1	T4N.1-O	Land Use <sup>1</sup>	Specific Use Regulations	T4N.1	T4N.1-O
Home Occupation	10-40.60.180	P	P				
Institutional Residential	10-40.60.190	UP	UP	Veterinary Clinic		-	P
Live/Work		-	P				
<b>Rooming and Boarding Facilities</b>	-	<b>UP</b>	<b>UP</b>				
Recreation, Education and Public Assembly				Telecommunication Facilities			
Libraries, Museums				Stealth Telecommunication Facilities	10-40.60.310	P	P
≤ 2,500 sf		P	P	Transportation and Infrastructure			
> 2,500 sf		UP	UP	Accessory Wind Energy Systems	10-40.60.040	P	P
Meeting Facilities, Public and Private	10-40.60.230	p <sup>3</sup>	p <sup>3</sup>	Urban Agriculture			
Places of Worship		P/UP <sup>4</sup>	P/UP <sup>4</sup>	Community Gardens	10-40.60.140	P	P
Schools – Private		P	P	End Notes			
Schools – Public and Charter		P	P	1. See Chapter 10-80, Definitions, for use type definitions.			
Retail Trade				2. Not allowed on the ground floor unless behind an allowed ground-floor use.			
Bars/Taverns		-	P	3. UP required if liquor is sold or if facilities exceed 250 seats.			
General Retail Businesses, except with any of the following features		-	P	4. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.			
Drive-Through		-	-	Key			
Floor Area ≥ 3,500 sf		-	UP	P Permitted Use			
Markets				UP Conditional Use Permit Required			
Neighborhood Market ≤ 2,500 sf		-	P	- Use Not Allowed			

I. Allowed Uses							
Land Use <sup>1</sup>	Specific Use Regulations	T4N.1	T4N.1-O	Land Use <sup>1</sup>	Specific Use Regulations	T4N.1	T4N.1-O
Micro-brewery/Micro-distillery	10-40.60.240	-	P				
Restaurant, or Cafes		-	P				

Section 8. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.070 T4 Neighborhood 2 (T4N.2) Standards, I. Allowed Uses, as follows:

**10-40.40.080 T4 Neighborhood 2 (T4N.2) Standards**

I. Allowed Uses							
Land Use <sup>1</sup>	Specific Use Regulations	T4N.2	T4N.2-O	Land Use <sup>1</sup>	Specific Use Regulations	T4N.2	T4N.2-O
<b>Residential</b>				<b>Services</b>			
Accessory Buildings and Structures	10-40.60.020	P <sup>2</sup>	P <sup>2</sup>	ATM		-	P
Accessory Dwelling Unit	10-40.60.030	P	P	Bed and Breakfast	10-40.60.110	P	p
Co-Housing	10-40.60.120	P	P	Cemeteries		UP	UP
Congregate Care Facilities		P	P	Crematorium		-	UP
Dormitories, Fraternities/Sororities and SRO (≤15 rooms)		UP	UP	Daycare	10-40.60.150		
Dwelling: Multiple-Family		P	P	Home		P	P
Dwelling: Single-Family		P	P	Centers		UP	UP
Duplex		P	P	Funeral Homes, Chapels, Mortuaries		-	P
Group Home		P	P	General Services		-	P
				Lodging		UP	UP

I. Allowed Uses							
Land Use <sup>1</sup>	Specific Use Regulations	T4N.2	T4N.2-O	Land Use <sup>1</sup>	Specific Use Regulations	T4N.2	T4N.2-O
High Occupancy Housing Development, Single-Family	10-40.60.175	UP	UP	Offices		-	P
High Occupancy Housing Development, Two-units	10-40.60.175	UP	UP	Public Services			
High Occupancy Housing Development, Three-units	10-40.60.175	UP	UP	Public Services Minor		P	P
High Occupancy Housing Development, Four-units and Greater	10-40.60.175	UP	UP	Emergency Services		UP	UP
Home Occupation	10-40.60.180	P	P	Veterinary Clinic		-	P
Institutional Residential	10-40.60.190	UP	UP				
Live/Work		-	P				
<b>Rooming and Boarding Facilities</b>	-	<b>UP</b>	<b>UP</b>				
Recreation, Education and Public Assembly				Telecommunication Facilities			
Libraries, Museums				Stealth Telecommunication Facilities	10-40.60.310	P	P
≤ 2,500 sf		P	P	Transportation and Infrastructure			
> 2,500 sf		UP	UP	Accessory Wind Energy Systems	10-40.60.040	P	P
Meeting Facilities, Public and Private	10-40.60.230	p <sup>3</sup>	p <sup>3</sup>	Urban Agriculture			
Places of Worship		P/UP <sup>4</sup>	P/UP <sup>4</sup>	Community Gardens	10-40.60.140	P	P
Schools – Private		P	P	End Notes			
Schools – Public and Charter		P	P	1. See Chapter 10-80, Definitions, for use type definitions.			
Retail Trade				2. Not allowed on the ground floor unless behind an allowed ground-floor use.			
Bars/Taverns		-	P				

I. Allowed Uses							
Land Use <sup>1</sup>	Specific Use Regulations	T4N.2	T4N.2-O	Land Use <sup>1</sup>	Specific Use Regulations	T4N.2	T4N.2-O
General Retail Businesses, except with any of the following features		-	P	3. UP required if liquor is sold or if facilities exceed 250 seats. 4. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.			
Drive-Through		-	-				
Floor Area ≥ 3,500 sf		-	UP				
Markets							
Neighborhood Market ≤ 2,500 sf		-	P				
Micro-brewery/Micro-distillery	10-40.60.240	-	P				
Restaurant, or Cafes		-	P				
				<b>Key</b>			
				P Permitted Use			
				UP Conditional Use Permit Required			
				- Use Not Allowed			

Section 9. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.090 T5 Main Street (T5) Standards, I. Allowed Uses, as follows:

**10-40.40.090 T5 Main Street (T5) Standards**

I. Allowed Uses							
Land Use <sup>1</sup>	Specific Use Regulations	T5	T5-O	Land Use <sup>1</sup>	Specific Use Regulations	T5	T5-O
<b>Industrial, Manufacturing</b>				<b>Retail Trade</b>			
Manufacturing and Processing, Incidental		P	P	Bars/Taverns		P	P
<b>Residential</b>				General Retail Businesses, except with any of the following features		P	P
Accessory Buildings and Structures	10-40.60.020	p <sup>2</sup>	P	Drive-Through		-	-
Accessory Dwelling Unit	10-40.60.030	p <sup>2</sup>	P	Floor Area ≥ 5,000 sf		UP	UP
				Mixed Use		P	P

I. Allowed Uses							
Land Use <sup>1</sup>	Specific Use Regulations	T5	T5-O	Land Use <sup>1</sup>	Specific Use Regulations	T5	T5-O
Co-Housing	10-40.60.120	P <sup>2</sup>	P	<b>Mixed-Use High Occupancy Housing Development</b>	10-40.60.175	UP	UP
Congregate Care Facilities		UP <sup>2</sup>	UP				
Dormitories, Fraternities/Sororities and SROs		UP <sup>2</sup>	UP	Micro-brewery/Micro-distillery	10-40.60.240	P	P
Dwelling: Multiple-Family		P <sup>2</sup>	P	Restaurants or Cafes		P	P
<b>High Occupancy Housing Development, Three-units</b>	<b>10-40.60.175</b>	<b>UP<sup>2</sup></b>	<b>UP</b>	<b>Services</b>			
<b>High Occupancy Housing Development, Four-units and Greater</b>	<b>10-40.60.175</b>	<b>UP<sup>2</sup></b>	<b>UP</b>				
Group Home		P <sup>2</sup>	P	ATM		-	P
Home Occupation	10-40.60.180	P	P	Bed and Breakfast	10-40.60.110	P	p
<b>Institutional Residential</b>				Cemeteries		UP	UP
Custodial Care Facilities		UP <sup>2, 3</sup>	UP	Crematoriums		UP	UP
Nursing Homes		UP <sup>2, 3</sup>	UP	Daycare	10-40.60.150		
Homeless Shelter	10-40.60.190	UP <sup>2, 3</sup>	UP	Home		P	P
Sheltered Care Home		UP <sup>2, 3</sup>	UP	Centers		UP	UP
Live/Work		P	P	Funeral Homes, Chapels, Mortuaries		P	P
<b>Rooming and Boarding Facilities</b>		<b>UP</b>	<b>UP</b>	General Services		P	P
<b>Recreation, Education and Public Assembly Uses</b>				Lodging		P	P
Commercial Recreation Facility, Indoor				Office		P <sup>2</sup>	P
≤ 5,000 sf		P	P	<b>Public Services</b>			
> 5,000 sf		UP	UP	Public Services Minor		P	P
				Emergency Services		UP	UP
				Veterinary Clinic		P <sup>2</sup>	P

I. Allowed Uses							
Land Use <sup>1</sup>	Specific Use Regulations	T5	T5-O	Land Use <sup>1</sup>	Specific Use Regulations	T5	T5-O
Libraries, Museums		P	P	Transportation and Infrastructure			
Meeting Facilities, Public and Private	10-40.60.230	p <sup>3</sup>	p <sup>3</sup>				
Places of Worship		P/UP <sup>6</sup>	P/UP <sup>6</sup>				
Schools – Private		P	P				
Schools – Public and Charter		P	P				
Theaters, Walk-in		P	P				
Telecommunication Facilities				Urban Agriculture			
AM Broadcasting Facilities	10-40.60.310	UP	UP	Community Gardens	10-40.60.140	P	P
Antenna-Supporting Structure	10-40.60.310	UP	UP	Vehicle Sales and Services			
Attached Telecommunication Facilities	10-40.60.310	P	P	Automobile/Vehicle Sales, New and Used		P	P
Collocation Facility	10-40.60.310	P	P	Automobile/Vehicle Repair Garage	10-40.60.100		
FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.310	P	P	Minor		p <sup>2</sup>	p <sup>2</sup>
Stealth Telecommunication Facilities	10-40.60.310	P	P	Major		UP <sup>2</sup>	UP <sup>2</sup>
End Notes							

1. See Chapter 10-80, Definitions, for use type definitions.
2. Not allowed on the ground floor unless behind an allowed ground-floor use.
3. Conditional use permit is required if proximity between shelter facilities is less than 1/4 mile.
4. UP required if liquor is sold or if facilities exceed 250 seats.
5. Residential uses, and residential properties listed on the National Historic Registry or within the Landmarks overlay zone, in T5 and T5-O zones existing prior to the effective date of this Zoning Code are considered legal, conforming uses.
6. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

**Key**

P Permitted Use

UP Conditional Use Permit Required

- Use Not Allowed

Section 10. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.100 T6 Downtown (T6) Standards, H. Allowed Uses, as follows:

**10-40.40.100 T6 Downtown (T6) Standards**

H. Allowed Uses					
Land Use <sup>1</sup>	Specific Use Regulations	T6	Land Use <sup>1</sup>	Specific Use Regulations	T6
Residential <sup>5</sup>			Services		
Accessory Buildings and Structures	10-40.60.020	P <sup>2</sup>	ATM		P
Accessory Dwelling Unit	10-40.60.030	P <sup>2</sup>	Bed and Breakfast	10-40.60.110	P
Co-Housing	10-40.60.120	P <sup>2</sup>	Cemeteries		UP
Congregate Care Facilities		UP <sup>2</sup>	Crematorium		UP
Dormitories, Fraternities/Sororities and SROs		UP <sup>2</sup>	Daycare	10-40.60.150	
Dwelling: Multiple-Family		P <sup>2</sup>	Home		P
Dwelling: Multiple-Family		P <sup>2</sup>	Centers		UP
<b>High Occupancy Housing Development, Three-units</b>	<b>10-40.60.175</b>	<b>UP<sup>2</sup></b>	Dry-cleaning, Pick-up Only		P

H. Allowed Uses					
Land Use <sup>1</sup>	Specific Use Regulations	T6	Land Use <sup>1</sup>	Specific Use Regulations	T6
<b>High Occupancy Housing Development, Four-units and Greater</b>	<b>10-40.60.175</b>	<b>UP<sup>2</sup></b>			
Group Home		p <sup>2</sup>	Funeral Homes, Mortuaries		UP
Home Occupation	10-40.60.180	P	General Services		P
Homeless Shelter	10-40.60.190	UP	Hospitals		UP
<b>Institutional Residential</b>			Lodging		P
Custodial Care Facilities		UP <sup>2,3</sup>	Office		P
Nursing Homes		UP <sup>2</sup>	<b>Public Services</b>		
Homeless Shelter		UP <sup>2,3</sup>	Public Services Minor		P
Sheltered Care Home		UP <sup>2,3</sup>	Emergency Services		UP
Live/Work		P	<b>Transportation and Infrastructure</b>		
Mixed Use		P	Accessory Wind Energy Systems	10-40.60.040	P
<b>Mixed-Use High Occupancy Housing Development</b>	<b>10-40.60.175</b>	<b>UP</b>	Garages, Off Street		p <sup>2</sup>
<b>Rooming and Boarding Facilities</b>		<b>UP</b>	Parking Lots, Off Street		p <sup>2</sup>
<b>Recreation, Education and Public Assembly Uses</b>			Passenger Transportation Facilities		P6
Commercial Recreation Facility, Indoor			<b>Industrial, Manufacturing, Processing and Wholesaling</b>		
≤ 5,000 sf		P	Manufacturing/Processing – Incidental		P
> 5,000 sf		UP	Manufacturing/Processing – Incidental		P
Libraries, Museums		P	<b>Telecommunication Facilities</b>		
Meeting Facilities, Public and Private	10-40.60.230	p <sup>3,4</sup>	AM Broadcasting Facilities	10-40.60.310	UP
Places of Worship		P/UP <sup>7</sup>	Antenna-Supporting Structure	10-40.60.310	UP
Schools – Private		P			

H. Allowed Uses					
Land Use <sup>1</sup>	Specific Use Regulations	T6	Land Use <sup>1</sup>	Specific Use Regulations	T6
Schools – Public and Charter		P	Attached Telecommunication Facilities	10-40.60.310	P
Theaters, Walk-in		P	Collocation Facility	10-40.60.310	P
Retail Trade			FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.310	P
Bars/Taverns		P	Stealth Telecommunication Facilities	10-40.60.310	P
General Retail Businesses, except with any of the following features			Vehicle Sales and Services		
Drive-Through		-	Automobile/Vehicles Sales, new and used		UP
Floor Area ≥ 5,000 sf		UP	Urban Agriculture		
Micro-brewery/Micro-distillery	10-40.60.240	P	Community Gardens	10-40.60.140	P
Restaurants or Cafes		P			
<b>End Notes</b>					
<ol style="list-style-type: none"> <li>See Chapter 10-80, Definitions, for use type definitions.</li> <li>Not allowed on the ground floor unless behind an allowed ground-floor use.</li> <li>Conditional use permit is required if proximity between shelter facilities is less than 1/4 mile.</li> <li>UP required if liquor is sold or if facilities exceed 250 seats.</li> <li>Residential uses, and residential properties listed on the National Historic Registry or within the Landmarks overlay zone, in the T6 zone existing prior to the effective date of this Zoning Code are considered legal, conforming uses.</li> <li>Passenger facilities shall be on the ground floor with access to a public street or a public space.</li> <li>A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.</li> </ol>					
<b>Key</b>					
P	Permitted Use				
UP	Conditional Use Permit Required				
–	Use Not Allowed				

Section 11. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, to add Section 10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments, to list of sections of the Division, in numerical order, as follows:

**Division 10-40.60: Specific to Uses**

**10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments**

Section 12. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, to add Section 10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments, in numerical order, as follows:

**Division 10-40.60: Specific to Uses**

**10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments**

**A. General Requirements.**

1. The applicant of an HOHD or MHOHD with four dwelling units or more shall submit typical floor plans or a typical residential unit study that illustrates how the residential units of an HOHD or MHOHD could be converted to a residential unit that is no longer an HOHD or MHOHD with minimal structural or minimal plumbing modifications. The required study shall be designed and sealed by an Arizona Registrant.
2. An HOHD or MHOHD with four or more dwelling units shall be located inside of a pedestrian shed of an activity center delineated in the General Plan or applicable Specific Plan.
3. An HOHD or MHOHD with four dwelling units or more, and that has more than 29 dwelling units per acre or more than 72.5 bedrooms per acre shall have:
  - a. A minimum of 20% of the bedrooms contained in studio and/or one-bedroom dwelling units; and
  - b. A maximum of 30% of bedrooms contained in dwelling units with four bedrooms or more.
4. An HOHD or MHOHD with four dwelling units or more, and that has 29 dwelling units per acre or less or 72.5 bedrooms per acre or less shall not exceed a Bedroom-to-Dwelling Unit Ratio greater than 3.5.
5. The maximum number of bedrooms in a two-unit HOHD or MHOHD: 10.
6. The maximum number of bedrooms in a three-unit HOHD or MHOHD: 12.
7. Inside of a pedestrian shed of a Regional Activity Center, an HOHD or MHOHD in a commercial zone may contain more than 50 dwelling units per acre and/or 125 bedrooms per acre.
8. An HOHD in a Commercial Zone shall be:

- a. On a lot or parcel that is setback at least 300 feet from the centerline of a street classified as a Commercial Corridor identified on the General Plan; and
  - b. There shall be an existing primary mixed-use development or commercial use(s), excluding primary transportation and infrastructure uses, on the lot(s) or parcel(s) between the HOHD and the Commercial Corridor street.
9. An MHOHD shall comply with the mixed-use development standards of Section 10-40.60.260.
10. Prior to the final approval of a land division that creates one or more lots or parcels with a development that conforms to the definition of an HOHD or MHOHD, the property owner shall obtain approval of a Conditional Use Permit for the Development Site that will contain the HOHD or MHOHD.
11. An MHOHD shall be on a lot or parcel that:
- a. Abuts a street classified as a commercial corridor shown on the General Plan; and
  - b. Is located inside of a pedestrian shed of an activity center delineated on the General Plan or applicable Specific Plan.
- B. Building Footprint<sup>(1)</sup> Sizes and Separation Requirements.**
- 1. Maximum building footprint<sup>(1)</sup> inside a pedestrian shed of a Historic Activity Center delineated in the General Plan or applicable Specific Plan, excluding properties zoned Commercial Business (CB): Equal to, or less than, 5,000 square feet.
  - 2. Maximum building footprint<sup>(1)</sup> inside a pedestrian shed of a Historic Activity Center delineated in the General Plan or applicable Specific Plan, and on a property zoned Commercial Business (CB): Equal to, or less than, 22,000 square feet.
  - 3. Maximum building footprint<sup>(1)</sup> inside a pedestrian shed of a Regional Activity Center delineated in the General Plan or applicable Specific Plan: No Maximum.
  - 4. Maximum building footprint<sup>(1)</sup> inside a pedestrian shed of an activity center in all other areas not described in subsection B.1., B.2., and B.3. of this section: Equal to, or less than, 22,000 square feet.
  - 5. Excluding the Commercial Business (CB) zone, the minimum separation between the building footprints of structures on the same lot or parcel, and structures on an abutting lot or parcel, shall be separated by a distance that is the greater of 10 feet, or 1/3 the height of the taller structure.
  - 6. Where the area of a pedestrian shed of an activity center intersects with the area of a pedestrian shed of another activity center, the pedestrian shed with the more restrictive maximum building footprint requirement shall govern the intersecting area. The locations of the pedestrian sheds of the activity centers are identified in the General Plan, including any applicable Specific Plans.
- Note 1.** For the purpose of the requirements of subsection B of this section, the maximum allowable building footprint is equal to the largest floor plate of a structure, including interior courtyards, abutting and interior, or partial interior, podium and above ground parking structure(s), and structures connected with a continuous roof.

**C. Waste Management Plan.**

1. The property owner of an HOHD or MHOHD with four dwelling units or more shall obtain approval of a waste management plan from the City's Public Works Director, or designee, prior to the approval of the site plan.
2. Prior to the issuance of any building permit, the property owner shall incorporate into the construction documents the improvements required to comply with the approved waste management plan.
3. If a Certificate of Occupancy is not required, the property owner shall provide all necessary apparatus, equipment, and improvements within 182 days from the date of the approval of the CUP, or another date specified in the Conditions of Approval for the CUP.
  - a. The Director may approve a one-time 91-day extension, for no-more than 273 days from the date of the CUP approval, to allow the property owner to complete the improvements. The property owner shall request an extension at least 14 days prior to the date indicated in subsection C.3. of this section.
4. The HOHD or MHOHD shall be maintained in compliance with the approved Waste Management Plan.

**D. Crime Free Multi-Housing Program.**

1. The property owner of an HOHD or MHOHD shall maintain compliance with the Flagstaff Police Department's Crime Free Multi-Housing Program, unless exempted by the Police Department's Crime Free Multi-Housing Program representative.
2. Prior to the issuance of the Conditional Certificate of Occupancy, or Certificate of Occupancy, whichever is first, or within 63 days of the approval of the Conditional Use Permit if a Certificate of Occupancy is not required, the property owner of a HOHD or MHOHD shall enter into an agreement with the City to comply with the Flagstaff Police Department's Crime Free Multi-Housing Program.
3. The property owner, or agent, shall:
  - a. Utilize a Crime Free Lease Addendum, or an alternative approved by the Flagstaff Police Department's representative, as part of each tenant lease;
  - b. Obtain written verification as part of a tenant lease that each tenant has received and agreed to the Crime Free Lease Addendum or the approved alternative; and
  - c. Have completed the Flagstaff Police Department's Crime Free Multi-Housing Program required training within the Program's required time frames.
4. Within 182 days from the date of the agreement, the property owner, or managing agent, shall have completed the first phase requirements of the Flagstaff Police Department's Crime Free Multi-Housing Program.

5. A new Flagstaff Police Department's Crime Free Multi-Housing Program first phase training and related requirements shall be completed within 182 days from the date of a change of ownership, management company, or a site manager of an existing HOHD or MHOHD.
  6. Every two years from the date of the agreement, the property owner, or managing agent, shall complete the required training that complies with the Flagstaff Police Department's Crime Free Multi-Housing Program.
- E. Additional Conditional Use Permit Criteria. In addition to the criteria of Section 10-20.40.050.E., the Planning and Zoning Commission shall not approve a Conditional Use Permit unless:
1. For the properties subject to Division 10-30.30 Heritage Preservation, the City's Historic Preservation Officer or the Heritage Preservation Commission has made a determination that the proposed HOHD or MHOHD has no adverse effect or has appropriately mitigated its effects on the historic cultural resource .
  2. Adequate transit service is available to the Development Site containing four dwelling units or more. Adequate transit service from a Development Site to a permanent transit stop is:
    - a. Less than or equal to 1,320 feet; or
    - b. A distance greater than 1,320 feet when the Planning and Zoning Commission finds that the route to the permanent transit stop has adequate nighttime lighting and does not have a significant grade change, and the distance does not impede reasonable access to transit.

The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail.

Section 13. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, 10-40.60.260 Mixed Use, subsection D. Site Layout and Development Design Standards., to delete paragraph 2, as follows:

#### 10-40.60.260 Mixed Use

##### D. Site Layout and Development Design Standards.

~~2. There is no density limitation established for residential uses in mixed use developments. Instead, applicable floor area ratio, building height, parking, landscaping, etc., standards will apply to provide a control on the bulk and mass of the development and the number of residential units permitted.~~

Section 14. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, to add 10-50.80.061 Transit Pass Parking Reduction Pilot Program, to the list of sections in numerical order, as follows:

**Division 10-50.80:  
Parking Standards**

Sections:

- 10-50.80.010 Purpose
- 10-50.80.020 Applicability
- 10-50.80.030 General Parking Standards
  
- 10-50.80.040 Number of Motor Vehicle Parking Spaces Required
- 10-50.80.050 Bicycle Parking
- 10-50.80.060 Parking Adjustments
- 10-50.80.061 Transit Pass Parking Reduction Pilot Program**
- 10-50.80.070 Parking Alternatives
- 10-50.80.080 Parking Spaces, Parking Lot Design and Layout
- 10-50.80.090 Development and Maintenance

Section 15. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, Section 10-50.80.040 Number of Motor Vehicle Parking Spaces Required, subsection C. General to All Zones., Table 10-50.80.040.A: Number of Motor Vehicle Parking Spaces Required, as follows:

**Section 10-50.80.040 Number of Motor Vehicle Parking Spaces Required**

**C. General to All Zones.**

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

Use	Number of Required Spaces
<b>Residential</b>	
<b>Market Rate (all dwelling classifications)</b>	
Single-Family Dwelling <del>(Attached and Detached)</del> <sup>1</sup> <del>(Attached and Detached)</del> <sup>1</sup>	<b>2.0 spaces, plus 1 space for each additional bedroom above four bedrooms. The maximum number of required parking spaces shall not exceed 8 spaces.</b>

**Multifamily, Dwelling Duplex<sup>1</sup> and Triplex  
Multiple-Family Development and Duplex<sup>1</sup>  
Developments**

**Unit Type**

Studio <b>per unit</b>	1.25
1 Bedroom <b>per unit</b>	1.5
2 – 3 Bedrooms <b>per unit</b>	2.0
4 Bedrooms <b>per unit</b>	2.5
5+ Bedrooms <b>per unit</b>	<del>2.5</del> 3.0 spaces for the first 4 5 bedrooms plus 0.5 space for each additional bedroom
Guest Spaces <del>for Multifamily Dwelling Duplex and Triplex</del> (Includes spaces for boats and RVs)	0.25 <del>per spaces</del> for each <del>2+ bedroom</del> unit with two bedrooms and greater

**Affordable (All Dwelling Classifications)**

Studio	1.0
1 Bedroom	1.0
2 – 3 Bedrooms	1.5
4+ Bedrooms	2.0
Guest Spaces for Multifamily Dwelling (Includes Boats and RVs)	0.25 per each 2+ bedroom unit

**High Occupancy Housing Development**

- |  |   |
|--|---|
| a. Single-Family - Attached and Detached, Duplex, and Development Sites with three units or less | 1 space per bedroom   |
| b. Developments Sites with four units or more  | The sum of:<br>1 to 75 bedrooms = 1 space per bedroom, plus<br>76 to 325 bedrooms = 0.90 spaces per bedroom, plus<br>326 to 650 bedrooms = 0.80 spaces per bedroom, plus<br>Greater than 650 bedrooms = 0.70 spaces per bedroom |

**Rooming and Boarding Facilities**

- |                             |   |
|-----------------------------|---|
| <del>Private Rooms</del>    | <del>1 per bedroom or sleeping room plus 1 for owner or manager</del> |
| <del>No Private Rooms</del> | <del>1 per 100 gsf plus 1 for owner or manager</del>                  |

**Mixed-Use Developments**

- |  |  |
|--|--|
| Mixed-Use                                    | <ol style="list-style-type: none"> <li>1. 1 per 300 gsf of non-residential floor area, plus</li> <li>2. One dwelling unit: 2 spaces</li> <li>3. Two or more dwelling units: The spaces required for a Multiple-Family Development</li> </ol> |
| Mixed-Use High Occupancy Housing Development | <ol style="list-style-type: none"> <li>1. 1 per 300 gsf of non-residential floor area, plus</li> <li>2. The spaces required for a High Occupancy Housing Development</li> </ol>  |

**End Notes**

<sup>1</sup> Parking reductions allowed in Section 10-50.80.060, Parking Adjustments, shall not apply to single-family dwellings and duplexes.

Section 16. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, Section 10-50.80.050 Bicycle Parking., subsection B. Required Spaces., and add subsection C. Bicycle Parking Space Design., as follows:

**10-50.80.050 Bicycle Parking**

**B. Required Bicycle Parking Spaces.**

- ~~1. Two bicycle parking spaces, or five percent of required off-street parking spaces, whichever is greater, are required for all uses other than single-family uses.~~
- ~~2. Bicycle spaces shall be provided in accordance with the following requirements:
  - ~~a. Bicycle parking shall consist of either a lockable enclosure (locker) in which the bicycle is stored or a rack to which the bicycle can be locked;~~
  - ~~b. Lockers and racks shall be securely anchored to the pavement or a structure;~~
  - ~~c. Racks shall be designed and installed to support the bicycle upright by its frame in two places in a manner that will not cause damage to the wheels and to permit the frame and one or both wheels to be secure;~~~~

**Figure 10-50.80.050A**

**Correctly Designed Bicycle Rack**

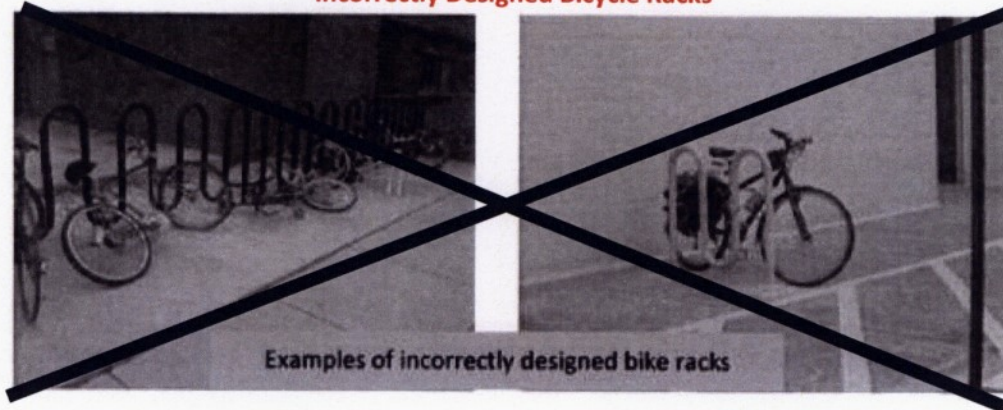


- ~~d. Areas containing bicycle spaces shall be surfaced with impervious surfaces such as concrete or pavers. Pervious pavements or gravel may be used where appropriate as determined by the Director;~~
- ~~e. When located within a parking area: curbs, fences, planter areas, bumpers, or similar barriers shall be installed and maintained for the mutual protection of bikes, motor vehicles, and pedestrians, unless determined by the Director to be unnecessary; and~~

- f. ~~Bicycle parking shall be placed in a convenient, highly visible, active, and well-lit location not more than 100 feet walking distance from the main entrance, but shall not interfere with pedestrian movements.~~

Figure 10-50.80.050B

~~Incorrectly Designed Bicycle Racks~~



- C. ~~Motor Vehicle Reduction. The Director may allow a reduction of motor vehicle parking spaces as established in Section 10-50.80.060(F).~~
- D. ~~Bicycle Parking Space Dimensions. All bicycle parking shall meet the following minimum dimensions:~~
- ~~1. Each bicycle parking space shall include a minimum area of 72 inches in length and 24 inches in width that is clear of obstructions;~~
  - ~~2. No part of the rack shall be located closer than 30 inches to a wall or other obstruction;~~
  - ~~3. The front or back of the rack shall be located no less than 48 inches from a sidewalk or pedestrian way; and~~
  - ~~4. A minimum of 30 inches shall be provided between adjoining racks.~~
1. All uses, excluding a High Occupancy Housing Development and a Mixed-Use High Occupancy Housing Development.
    - a. Minimum standard bicycle parking spaces required: The greater of two bicycle spaces, or 5% of the required vehicle parking.
    - b. Maximum standard bicycle parking spaces required: 100 bicycle spaces.
    - c. Location: Within 50 feet of the primary pedestrian entrance to the development and in accordance with the provisions of Appendix 1.4. The bicycle parking spaces shall be distributed throughout a Development Site that has multiple primary pedestrian entrances.
    - d. Exceptions. Attached and Detached Single-Family and Duplex Developments are not required to provide standard bicycle parking spaces .
  2. High Occupancy Housing Developments.
    - a. Standard bicycle parking spaces.
      - i. Minimum spaces required: Two bicycle spaces, or equal to 5% of the total number of bedrooms, whichever is greater.

- ii. **Maximum spaces required: 40 bicycle spaces.**
      - iii. **Location: Within 50 feet of the primary resident pedestrian entrance to the development and in accordance with the provisions of Appendix 1.4.**
    - b. **Secure bicycle parking spaces.**
      - i. **Minimum spaces required: Equal to 15% of the total number of bedrooms.**
      - ii. **Location: A maximum of 20 secure bicycle parking spaces may be provided outside in secure bicycle lockers. The remainder of the required secure bicycle parking spaces shall be provided in a bicycle storage room or cage within a building or parking structure.**
    - c. **Exceptions. Single-Family and duplex High Occupancy Housing Developments are not required to provide standard or secure bicycle parking spaces .**
  - 3. **Mixed-Use High Occupancy Housing Developments.**
    - a. **Minimum outdoor non-residential standard bicycle parking spaces required: Two bicycle spaces, or 5% of the required non-residential vehicle parking spaces, whichever is greater.**
    - b. **Location of non-residential standard bicycle parking spaces: Within 50 feet of the primary pedestrian entrance to the non-residential development and in accordance with the provisions of Appendix 1.4. The bicycle parking spaces shall be distributed throughout a Development Site that has multiple primary pedestrian entrances.**
    - c. **Minimum residential bicycle parking spaces required: Compliance with the High Occupancy Housing Developments requirements, subsection B.2. of this section.**
- C. **Bicycle Parking Space Design.**
  - 1. **Secure Bicycle Parking Spaces.**
    - a. **All indoor required secure bicycle parking spaces provided in a building or parking structure shall be designed in accordance with the provisions of Appendix 1.4., except as allowed in subsections C.1.b. of this section.**
    - b. **Bicycle lockers shall be designed in accordance with the provisions of Appendix 1.4.**
  - 2. **Standard Bicycle Rack Design.**
    - a. **All required bicycle racks shall be designed in accordance with the provisions of Appendix 1.4.**

Section 17. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, Section 10-50.80.060 Parking Adjustments, as follows:

**10-50.80.060 Parking Adjustments**

- A. **Transit.** In all zones, a parking reduction of up to 10 percent may be approved by the Director for any use within ~~one-quarter of a mile~~ **1,320 feet** of a ~~bus stop~~ **permanent transit stop**, except for a **High Occupancy Housing Development (HOHD) or a Mixed-Use High Occupancy Housing Development (MHOHD). The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail.**
- B. **Shared On-Site Parking.** Where two or more uses on the same site or adjacent parcels have distinct and differing peak parking usage periods (e.g., a theater and a bank), a reduction in the required number of parking spaces as determined by the Director may be allowed in the following manner:

1. The reduction in number of required parking spaces shall be based on a parking demand study. The parking demand study shall be in accordance with established professional practices.
  2. Approval shall also require a recorded covenant running with the land, recorded by the owner of the parking lot, guaranteeing that the required parking will be maintained exclusively for the uses served and remain for the duration of the use.
- C. **Parking Demand Study – Reduced Parking.** ~~Based on the completion and submittal of a parking demand study, the Director may approve a reduction in the amount of parking from that otherwise required by this division. The parking demand study shall be in accordance with established professional practices.~~
1. **The property owner shall submit a study/plan prepared in accordance with the established professional traffic and parking practices by a registrant licensed to practice in the State of Arizona. The study/plan shall document how any reductions are calculated and the assumptions utilized in the calculations.**
  2. **The Director may approve a reduction equal to, or less than, 30 percent of the total parking spaces required by this Division, except as required in subsection C.3. of this section. Any request greater than 30 percent requires the approval of the City Council.**
  3. **Any request to use a Parking Demand Study to reduce the required parking for an HOHD or MHOHD shall be approved by the City Council.**
- D. **Traffic Management Plan Parking Reduction.** The Director shall have the ability to reduce the parking requirements for office and other uses in Section 10-50.80.040, Number of Motor Vehicle Parking Spaces Required, **except for an HOHD or MHOHD.** A traffic management plan shall be submitted with an application for site plan review. A reduction may be granted if the following standards are met:
1. The amount of the reduction shall be no more than 90 percent of the proposed reduction in employee motor vehicle trips.
  2. The buildings shall have a single user/owner who can effectively exercise control over compliance with the plan.
  3. The traffic management plan shall be submitted by a registered traffic engineer and shall include data on the effectiveness of similar plans elsewhere.
  4. The traffic management plan shall contain information on the strategies, designated parking, incentives, company vehicles, staggered work hours, and information indicating the owner's ability to provide and enforce these elements over time.
  5. The Director may impose conditions that are needed to ensure the long-term compliance to the plan, including but not limited to a reserve parking area, phasing, or contributions to transit or other alternative means of transportation.
- E. **Parking Reduction for Forest Resources.** The number of parking spaces required for a new development may be reduced by no more than five percent if existing native trees such as ponderosa pine trees are located within parking areas (but not circulation areas) and these trees are required to be preserved to satisfy the requirements for forest resource protection as defined in Division 10-50.90, Resource Protection Standards, **except for an HOHD or MHOHD.** An applicant shall demonstrate to the satisfaction of the Director that by incorporating these existing native trees

within the parking area, adequate measures are taken during construction to ensure that the trees are protected from construction activity.

- F. Bicycle Parking Reduction. The Director may allow a reduction of one required motor vehicle parking space for each four bicycle parking spaces provided to a maximum of five percent of the required motor vehicle parking ~~spaces~~ spaces, except for an HOHD or MHOHD.
- G. Motorcycle Parking Reduction. A reduction of one parking space for multifamily residential and nonresidential uses may be allowed by the Director if one motorcycle parking space for every 25 required motor vehicle spaces is provided, subject to the following standards:
  - 1. Each motorcycle space shall be easily accessible and have adequate space for a standard-size motorcycle, i.e., a minimum dimension of four feet by nine feet.
  - 2. Motorcycle parking areas shall be clearly identified with appropriate striping.

Section 18. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, to add Section 10-50.80.061 Transit Pass Parking Reduction Pilot Program, as follows:

#### **Division 10-50.80: Parking Standards**

##### **10-50.80.061 Transit Pass Parking Reduction Pilot Program**

- A. The purpose of the Transit Pass Parking Reduction Pilot Program (TPPR) is to allow:
  - 1. Property owners the option to reduce a development's vehicle parking requirements by providing annual transit passes to tenants and employees; and
  - 2. The City to determine the effectiveness of the program to reduce a development's parking demand, and to determine if the tenants and employees are utilizing transit.
- B. Program Term. Unless otherwise extended by a separate ordinance approved by the City Council, the TPPR shall terminate at 11:59 p.m. on December 31, 2026.
- C. Maximum Parking Reduction. The Director may approve up to a 20 percent reduction in the parking requirements of Section 10-50.80.040 in accordance with the minimum requirements of subsection D of this section, and the approval of a transit pass agreement specified in subsection E of this section.
  - 1. This reduction shall not be approved on a site that utilizes any reduction specified in 10-50.80.060.
- D. Minimum Requirements.
  - 1. The TPPR is only available to HOHD and MHOHD developments.
  - 2. This reduction may only be approved for an HOHD or MHOHD that has a vehicle parking requirement equal to, or greater than, 100 spaces.
  - 3. The total residential parking requirement shall not be reduced to an amount less than 0.65 spaces per bedroom. The required parking for a development shall be calculated in accordance with Table 10-50.80.040.A. before any reduction is applied.

4. The TPPR is only available to a Development Site within 1,320 feet of a permanent transit stop. The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail..
  5. The property owner shall make available annual transit passes to all tenants and employees of the HOHD or MHOHD. The transit pass(es) shall be provided at no cost to the tenants and employees. No tenant and employee shall be refused a transit pass.
  6. The requirement to provide the transit passes shall be perpetual, unless the property owner provides the minimum number of parking spaces required (without any TPPR parking reduction) by the Zoning Code for the Development Site, and the Transit Pass Agreement of subsection E of this section is terminated.
  7. The termination of the TPPR does not alleviate a property owner from providing the transit passes that are required for participation in the TPPR until the Transit Pass Agreement is terminated and the minimum parking spaces are provided as set forth herein.
- E. Transit Pass Agreement.**
1. The Director may enter into a Transit Pass Agreement with the property owner to allow a reduction in the required number of residential parking spaces in accordance with the provisions of this section. The agreement shall be in a form satisfactory to the City Attorney, or designee.
  2. The agreement shall be perpetual unless terminated in accordance with the provisions of this section and the agreement.
  3. The agreement shall include, but is not limited to:
    - a. The type of transit passes to be provided;
    - b. Notification requirements to tenants and employees of the availability of transit passes to them at no cost;
    - c. A requirement to obtain, maintain, and provide the City with the following information:
      - i. The number and types of transit passes requested and provided;
      - ii. Utilization frequency reports from the transit provider;
      - iii. Documentation of the annual transit pass proof of purchase;
      - iv. Bedroom occupancy rates; and
      - v. The number of tenant vehicles stored onsite and offsite within the city of Flagstaff.
    - d. An agreement to assist the City of Flagstaff employee(s) and/or City contractor(s) in the collection of vehicle and/or transit usage data, and other City studies to determine the effectiveness of the TPPR;
    - e. Reasonable access for City of Flagstaff employee(s) and/or City contractor(s) to study and count onsite parking utilization rates upon delivery of a written notice;
    - f. Annual reporting requirements;
    - g. Violations and remedies; and
    - h. Any other provision necessary as determined by the City Attorney, Director, or designee to document the requirements and enforcement of this section and the agreement.

4. The agreement shall be approved by the Director and property owner prior to the issuance of any building permit for the Development Site.
5. The City shall record the approved Transit Pass Agreement against the real property of the Development Site. Recordation fees shall be paid by the property owner prior to the issuance of any building permit for the Development Site.

Section 19. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, 10-50.80.080 Parking Spaces, Parking Lot Design and Layout, subsection K, as follows:

**10-50.80.080 Parking Spaces, Parking Lot Design and Layout**

**K. Tandem Parking.** ~~Tandem parking is permitted in all zones for single family residences, accessory dwelling units, and duplexes as follows:~~

1. Tandem parking is allowed in all:
  - a. Zones for single-family attached and detached dwelling units, and accessory dwelling units; and
  - b. Non-Transect Residential Zones for duplex developments.
- ~~1.2.~~ Both tandem parking spaces satisfy the parking requirement of ~~one one-dwelling unit.- residential unit; and~~
- ~~2. 3.~~ Neither of the tandem parking spaces shall be for required accessible parking spaces.

Section 20. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.080 Bungalow Court, subsection F, as follows:

**10-50.110.080 Bungalow Court**

**F. Vehicle Access and Parking**

Parking spaces may be enclosed, covered or open.

Spaces may be individually accessible by the units and/or via a common parking area located at the rear or side of the lot.

~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~

Section 21. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.090 Duplex, Side-by-Side, subsection F, as follows:

**10-50.110.090 Duplex, Side-by-Side**

F. Vehicle Access and Parking

Parking spaces may be enclosed, covered or open.

~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~

Section 22. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.100 Duplex Stacked, subsection F, as follows:

**10-50.110.100 Duplex, Stacked**

F. Vehicle Access and Parking

Parking spaces may be enclosed, covered or open.

~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~

Section 23. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.110 Duplex, Front-and-Back, subsection F, as follows:

**10-50.110.110 Duplex, Front-and-Back**

F. Vehicle Access and Parking

Parking spaces may be enclosed, covered or open.

~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~

Section 24. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.120 Stacked Triplex, subsection F, as follows:

**10-50.110.120 Stacked Triplex**

**F. Vehicle Access and Parking**

Where an alley is present, parking and services shall be accessed from the alley.

Parking spaces may be enclosed, covered or open.

~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~

Section 25. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.080 Definitions, "H", to add the term "High Occupancy Housing Development (HOHD)" and related terms, as follows:

**Section 10-80.20.080 Definitions, "H"**

**High Occupancy Housing Development (HOHD): Means any of following: High Occupancy Housing Development, Single-Family; High Occupancy Housing Development, Two-units; High Occupancy Housing Development, Three-units; and High Occupancy Housing Development, Four-units and Greater (see definitions below). HOUSING DEVELOPMENT, EITHER FOR RENTAL OR PURCHASE, IN WHICH ALL DWELLING UNITS ARE PERMANENTLY AFFORDABLE AND OFFERED AT 60 PERCENT OF THE AREA MEDIAN INCOME (AMI) IN COMPLIANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGULATIONS SHALL NOT BE CATEGORIZED AS HIGH OCCUPANCY HOUSING DEVELOPMENT, REGARDLESS OF THE NUMBER UNITS, BEDROOMS, OR ZONING.**

**High Occupancy Housing Development, Single-Family: A single-family attached or detached dwelling unit with:**

- a. Seven or more bedrooms; or
- b. Five or more sanitation facilities.

**High Occupancy Housing Development, Two-units: A lot or parcel containing two dwelling units, excluding an Accessory Dwelling Unit, with:**

- a. More than a total of seven bedrooms; or
- b. One or more dwelling unit(s) containing four or more sanitation facilities.

**High Occupancy Housing Development, Three-units: A lot or parcel containing three dwelling units with:**

- a. **More than a total of nine bedrooms; or**
- b. **One or more dwelling unit(s) containing four or more sanitation facilities.**

High Occupancy Housing Development, Four-units and Greater: A Development Site containing four or more dwelling units where:

- a. **More than 20 percent of the total dwelling units have four bedrooms or more;**
- b. **One or more of the dwelling unit(s) containing four or more sanitation facilities; or**
- c. **The total number of dwelling units per acre, or bedrooms per acre, requires a Conditional Use Permit for an HOHD in accordance with the building form and property development standards of the property’s designated Non-Transect Zone; or, if the property owner has elected a Transect Zone, the density is greater than 29 dwelling units per acre or 72.5 bedrooms per acre.**

Section 26. 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”, to add the term “Mixed-Use High Occupancy Housing Development (MHOHD)”, as follows:

**10-80.20.130 Definitions, “M”**

**Mixed-Use High Occupancy Housing Development (MHOHD):**

- 1. **A mixed-use development with:**
  - a. **More than 20 percent of the total dwelling units have four bedrooms or more;**
  - b. **One or more dwelling unit(s) containing four or more sanitation facilities; or**
  - c. **The total number of dwelling units per acre, or bedrooms per acre, requires a Conditional Use Permit for an MHOHD in accordance with the building form and property development standards of the property’s designated Non-Transect Zone; or, if the property owner has elected a Transect Zone, the density is greater than 29 dwelling units per acre or 72.5 bedrooms per acre.**
- 2. **MIXED-USE HOUSING DEVELOPMENT, EITHER FOR RENTAL OR PURCHASE, IN WHICH ALL DWELLING UNITS ARE PERMANENTLY AFFORDABLE AND OFFERED AT 60 PERCENT OF THE AREA MEDIAN INCOME (AMI) IN COMPLIANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGULATIONS SHALL NOT BE CATEGORIZED AS HIGH OCCUPANCY HOUSING DEVELOPMENT, REGARDLESS OF THE NUMBER OF UNITS, BEDROOMS, OR ZONING.**

Section 27. 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 terms “Ratio, Bedroom-to-Dwelling Unit,” and “Ratio, Bedroom-to-Sanitation Facility” as follows:

**Section 10-80.20.180 Definitions, “R”**

**Ratio, Bedroom-to-Dwelling Unit: The total number of bedrooms divided by the total number of dwelling units.**

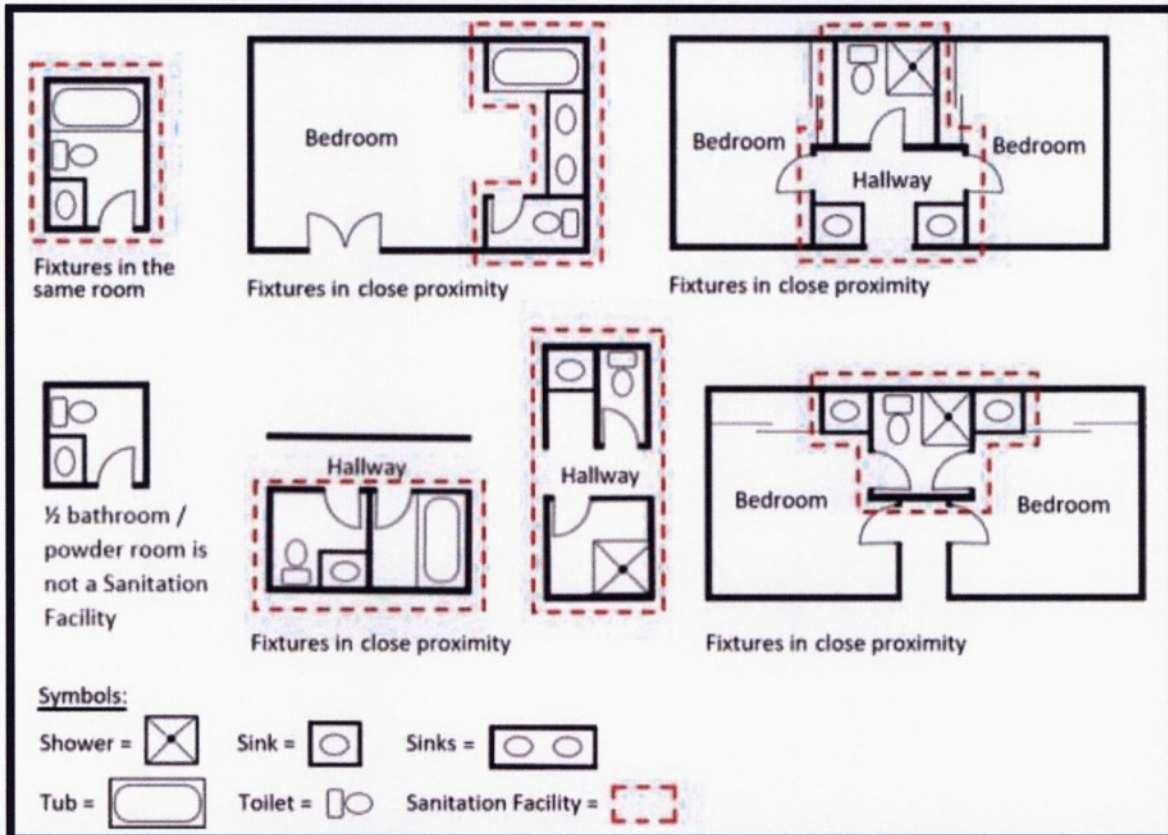
Examples: An HOHD has a total number of 1160 bedrooms and 350 dwelling units. The Bedroom-to-Dwelling Unit Ratio is:

$$\frac{1160 \text{ bedrooms}}{350 \text{ dwelling units}} = 3.31$$

Section 28. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.190 Definitions, "S", to modify the term "Sanitation Facilities," as follows:

**Section 10-80.20.190 Definitions, "S"**

Sanitation **Facilities Facility**: A delineated area for bathing **bathroom** that contains **any combination of, or individually,** a toilet, **shower,** sink, and a shower or, tub **or related bathing and sanitation fixtures.** The fixtures (toilet, sink, and a shower or tub) may be located in a room or in close proximity that functions as a Sanitation Facility as determined by the Zoning Administrator.



**Figure 10-80.20.190 Sanitation Facility Examples**

Section 29. Amend Title 10 FLAGSTAFF ZONING CODE, APPENDICES to add Appendix 1.4 Bicycle Parking Space Design Requirements, to the list, as follows:

## APPENDICES

Appendix 1.1	Design Guidelines
Appendix 1.2	Additional Information on Smart Growth and Traditional Neighborhood Developments
Appendix 1.3	Sustainability Guidelines
<b>Appendix 1.4</b>	<b>Bicycle Parking Space Design Requirements</b>
Appendix 2	Planning Fee Schedule
Appendix 3	City of Flagstaff Landscape Plant List
Appendix 4	Outdoor Lighting Reference Material
Appendix 5	Additional Information Applicable to Division 10-50.90, Resource Protection Standards
Appendix 6	Additional Information on Affordable Housing
Appendix 7	List of Major Arterial Streets

Section 30. Amend Title 10 FLAGSTAFF ZONING CODE, APPENDICES, to add Appendix 1.4 Bicycle Space Design Requirements, as follows:

## APPENDICES

### Appendix 1.4 Bicycle Space Design Requirements

#### 1.4.010 Purpose

A. It is the purpose of this Appendix to establish the minimum acceptable standards for bicycle parking spaces that are required by the Zoning Code.

#### 1.4.020 Applicability

A. Requirements of this Appendix shall apply to all bicycle parking spaces provided on a Development Site within the Flagstaff city limits.

#### 1.4.030 Standard Bicycle Rack Design Requirements

##### A. Rack Design.

1. Each rack shall be provided in accordance with one of the designs indicated in Figure 1.4.030.A., unless an alternative design is allowed in accordance with subsection C of this section.

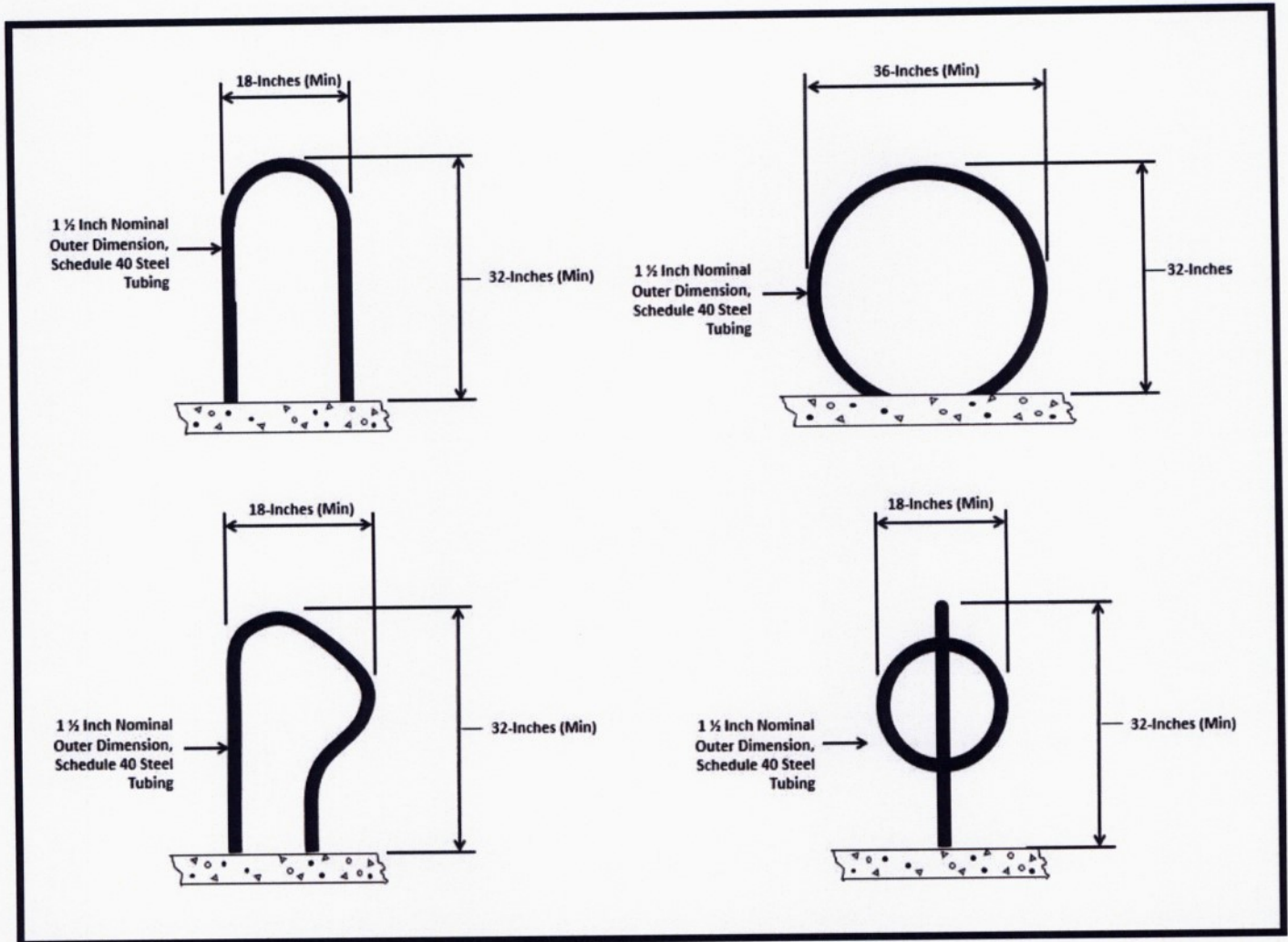


Figure 1.4.030.A. Rack Designs

**B. Rack Placement.**

**1. The bicycle rack(s) shall be:**

- a. Placed in an area that complies with the location provisions of Section 10-50.80.050.B., is highly visible, well-illuminated, has frequent pedestrian activity, and is in accordance with Figure 1.4.030.B.1.;and
- b. Securely mounted with a tamper-proof mounting technique to an impervious concrete, paver, or asphalt surface, unless an alternative surface is approved by the Director.

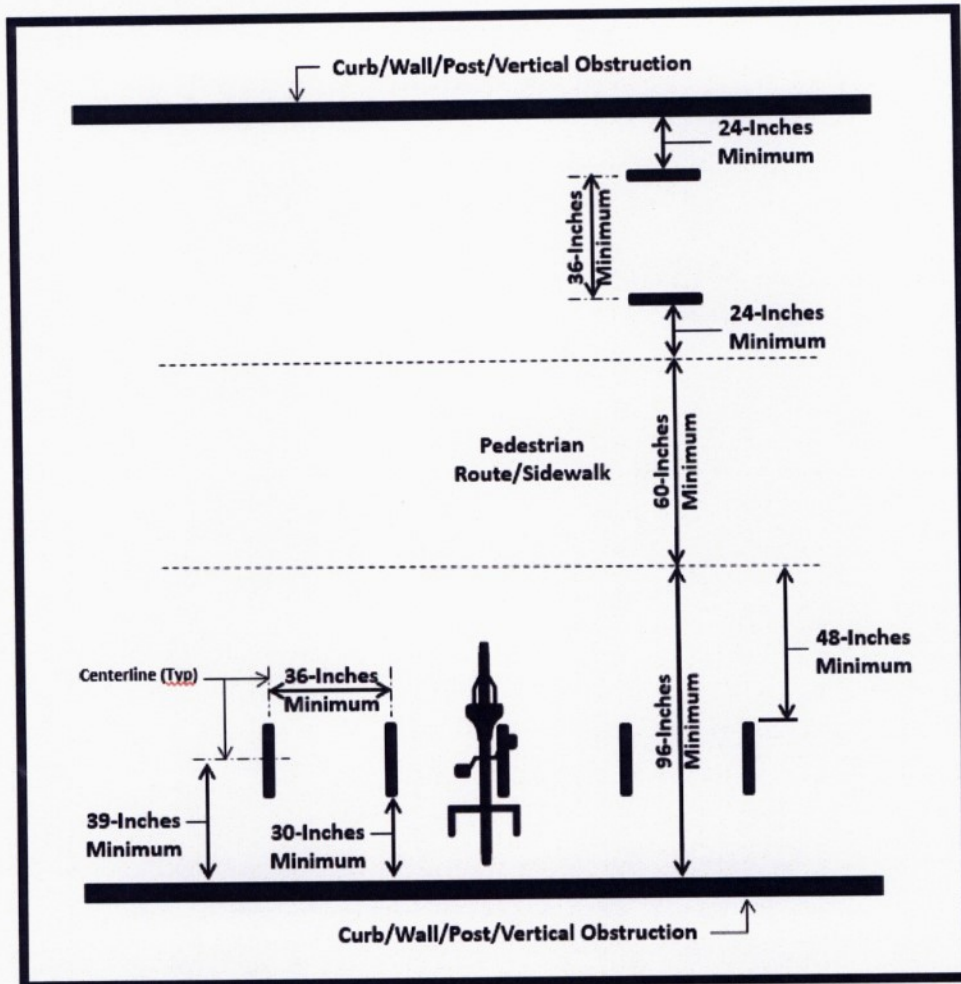


Figure 1.4.030.B.1. Bicycle Rack Placement

2. The placement of a bicycle rack shall not interfere with pedestrian movements.
  3. Any bicycle rack(s) located within a parking area shall be within a barrier consisting of bollards, curbs, curb-bumpers, fences, planting areas, or a similar barrier approved by the Director.
- C. Alternative Bicycle Rack Designs. The Director may approve an alternative rack design that complies with the following requirements:
1. The rack shall allow the bicycle frame and one or both wheels to be secured with a standard U-lock;
  2. The rack shall be designed to support a bicycle frame in two places in a manner that does not cause damage to the wheels or allow the bicycle to tip over;
  3. The rack shall be constructed of a material of sufficient strength that resists cutting, rust, bending, and deformation (Schedule 40 metal pipe is the minimum standard); and
  4. The rack is not a design similar to types indicated in Figure 1.4.030.C.4.

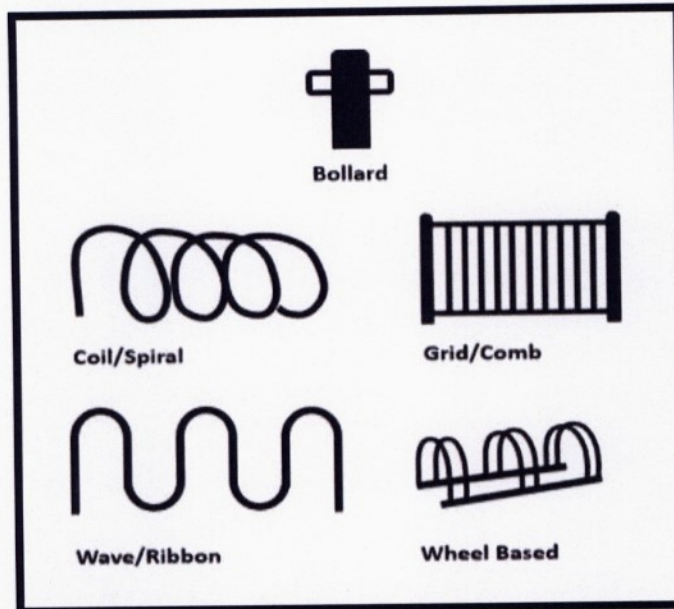


Figure 1.4.030.C.4. Unacceptable Bicycle Rack Designs

#### 1.4.040 Standards for Indoor Secure Bicycle Parking Spaces

##### A. Secure Bicycle Parking Space Design.

1. The required secure bicycle parking spaces shall be in separate room(s) or cage(s) (the "Facilities") designed for bicycle storage within a building or parking structure.
2. The Facilities shall be:
  - a. On the ground level, or another level that has elevator access, provided that the elevator has an interior width or depth of at least six feet;
  - b. Accessed through a door or gate that utilizes an electronic keypad and code, security pass card, or a similar electronic system approved by the Director;
  - c. In a location that is illuminated in accordance with the Illuminating Engineering Society (IES) of North America (IESNA) standards for security;
  - d. Limited to the storage of bicycles; and
  - e. Include bicycle racks or lockers.
3. The bicycle rack(s) shall:
  - a. Conform with Section 1.4.030.A., unless an alternative design is allowed in accordance with Section 1.4.030.C.;
  - b. Be securely mounted with a tamper-proof mounting technique to an impervious concrete, paver, or asphalt surface; and
  - c. Be placed in accordance with Figure 1.4.040.A.3.c., unless an alternative configuration is approved by the Director.

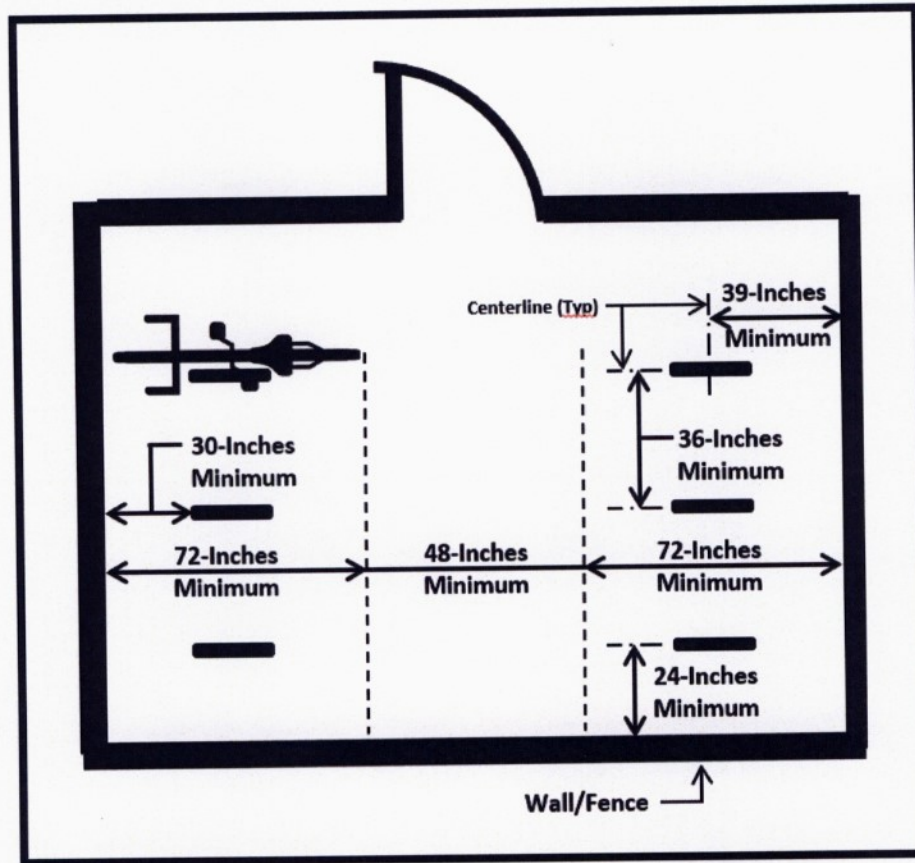


Figure 1.4.040.A.3.c. Bicycle Storage Room/Cage

#### 1.4.050 Standards for Bicycle Lockers

##### A. Bicycle Locker Design and Location Requirements.

1. The lockers shall be constructed of metal. If windows are provided in the locker, the windows shall be constructed with unbreakable material. Plastic lockers are prohibited.
2. The lockers shall utilize an integral mechanical or digital ("smart") locking mechanism. Lockers that use hasp or mechanisms that allow the use of user locks is prohibited.
3. Stacked lockers shall have a wheel track to guide the bicycle into the locker.
4. Lockers located within a parking area shall be within a barrier consisting of bollards, curbs, curb-bumpers, fences, planting areas, or similar barriers approved by the Director.
5. Lockers placed outdoors shall be within 50 feet of a primary resident entry to a building. The locker(s) shall not be placed between a building and a street.
6. The lockers shall be in a location that is illuminated in accordance with the Illuminating Engineering Society (IES) of North America (IESNA) standards for security.
7. Lockers placed in a building or parking structure shall be on the ground level, or another level that has elevator access, provided that the elevator has an interior width or depth of at least six feet.
8. The placement of a locker shall not interfere with pedestrian movements.

9. The size and placement of the lockers shall conform with Figure 1.4.050.A.9., unless an alternative configuration is approved by the Director.

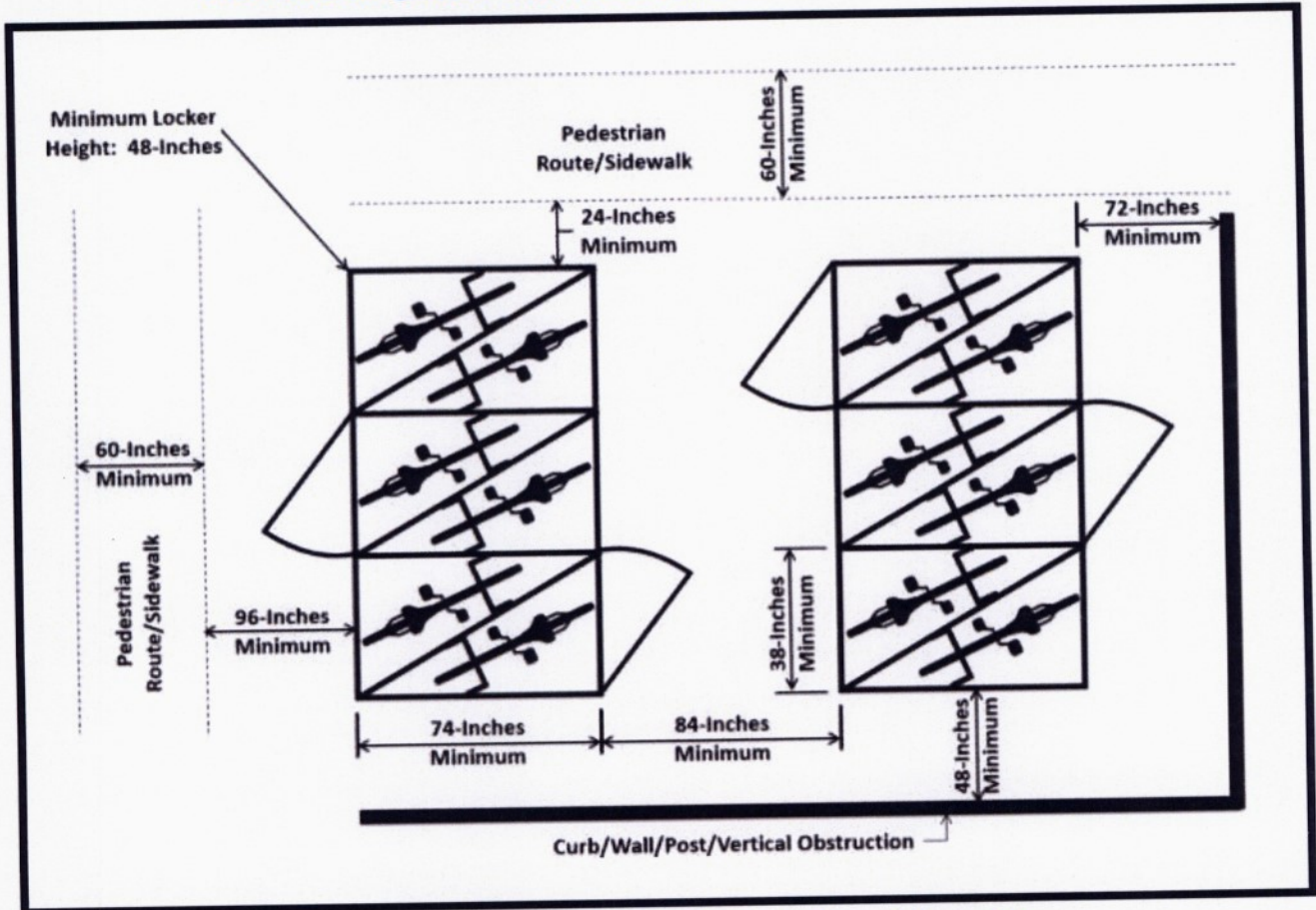


Figure 1.4.050.A.9. Bicycle Locker Size and Placement

# Prop 207 Claims

Binding Waivers of Enforcement

**Christina Rubalcava**  
**Senior Assistant City Attorney**





# Background

## Ordinance 2020-28

- On November 17, 2020, the Flagstaff City Council adopted Ordinance 2020-28, which made various amendments to the Flagstaff Zoning Code.
- The amendments made certain changes regulating High Occupancy Housing (“HOH”), including:
  - Requiring a Conditional Use Permit for HOH
  - Restricting HOH of 4 units or more to the pedestrian shed of an activity center
  - Adding parking, bedroom/bathroom, and other HOH regulations



# Background



## Prop 207 Claims

- During the months of July, September, and October 2021, the City received Prop 207 claims on behalf of 70 parcels of land.
- The owners claim that, as the result of the November 2020 code amendments, their properties lost a collective \$51 million dollars.



# Overview of Prop 207

- A.R.S. § 12-1134 (also known as Prop 207) provides that if “the existing rights to use, divide, sell or possess private real property are reduced by the enactment or applicability of any land use law enacted after the date the property is transferred to the owner and such action reduces the fair market value of the property the owner is entitled to just compensation from this state or the political subdivision of this state that enacted the land use law.”
- The landowner must make a written demand for a specific amount of just compensation.
- The city has 90 days to pay, amend the law, or permanently waive enforcement of the new land use law on the landowner’s parcel.



# Overview of Prop 207

- If the city does not act, the landowner may file a claim for just compensation in superior court within three years of the date the land use law took effect.
- Just compensation for diminution in value is the reduction in fair market value for the property resulting from the land use law.
- Fair market value is the most likely price which the land would bring if exposed for sale in the open market by a purchaser who buys with knowledge of all the uses and purposes to which it is adapted and for which it is capable.



# Binding Waiver of Enforcement

- If approved by Council, the City will agree and declare that the HOH Zoning Code amendments will not be enforced nor applicable to the entirety, or any portion of, the 70 properties identified in Binding Waiver of Enforcement, attached to the staff summary as Exhibit A to the Resolution.



# Questions?



# Any questions?

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Christine Cameron, Project Manager III  
**Date:** 10/15/2021  
**Meeting Date:** 10/19/2021



---

**TITLE**

**Lone Tree Overpass Project Update**

**STAFF RECOMMENDED ACTION:**

Present a design update to City Council for the Lone Tree Overpass Project and facilitate discussion.

**EXECUTIVE SUMMARY:**

- City Council awarded the Design-Build Contract for the Lone Tree Overpass Project with Ames Construction on February 2, 2021.
- Over the last seven months, the team has been working on:
  - Preliminary design of the bridge, roadway, and utilities.
  - BNSF Railway coordination for the rail realignment.
  - US Army Corps of Engineers coordination for the future Rio de Flag alignment.
  - ADOT coordination for the new Lone Tree intersection with Route 66.
  - Property acquisitions.
  - Economic Impact Analysis.
  - Development of the Public Involvement Program.
- This presentation will update Council and the public on preliminary design and provide a project overview, discussion of traffic intersection elements including bicycle and pedestrian safety, and project aesthetics.

**INFORMATION:**

**Connection to PBB Key Community Priorities/Objectives & Regional Plan:  
Safe and Healthy Community -**

- Foster a safe, secure, and healthy community.
- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

**Inclusive and Engaged Community -**

- Advance social equity and social justice in Flagstaff.

**Sustainable, Innovative Infrastructure -**

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Utilize existing long-range plans that identify the community's future infrastructure needs and all

associated costs.

- Identify smart traffic management, multi modal transportation, and alternative energy opportunities.

#### **Environmental Stewardship -**

- Implement sustainable building practices and alternative energy and transportation options.
- Implement, maintain and further the Climate Action and Adaptation Plan.

#### **Regional Plan – Goal T.2. -**

- Improve transportation safety and efficiency for all modes.

#### **Has There Been Previous Council Decision on This:**

A previous City Council reviewed options for the Lone Tree Overpass bond project and directed Staff to prepare ballot language for a \$73M bond project to be funded through secondary property tax in the 2018 election, which was passed by the Flagstaff voters.

On February 2, 2021, the City Council awarded the first design phase agreement to Ames.

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**Attachments:**    [Presentation](#)



# Lone Tree Overpass Project Update

City of Flagstaff Mayor & Council Presentation - October 19, 2021



# Presentation Overview

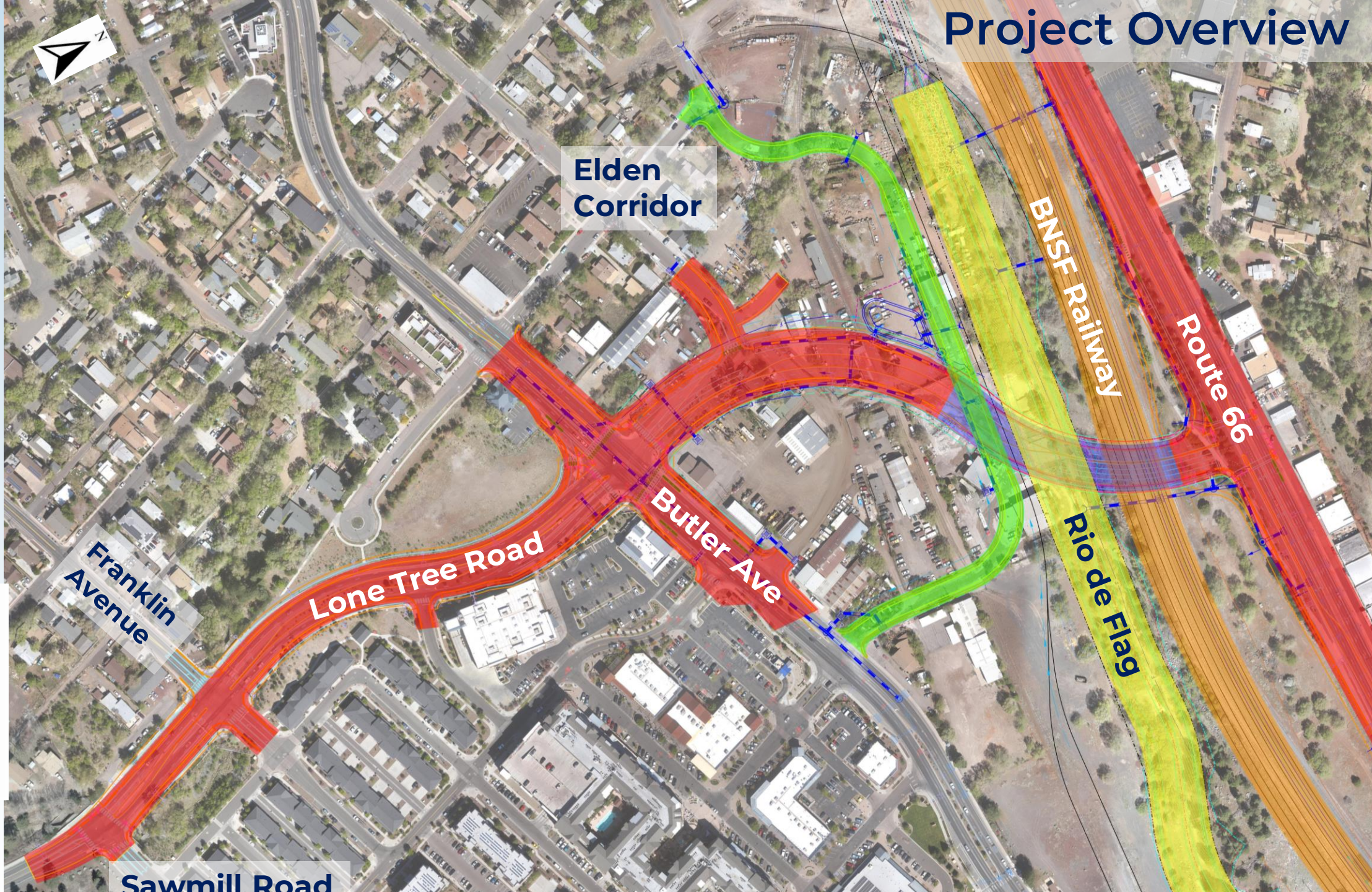
1. Project Overview
2. Traffic Demand Model
3. Intersection Types
4. Greenhouse Gas Analysis
5. Project Aesthetics
6. Path Forward

2



# Project Overview





Elden Corridor

Franklin Avenue

Lone Tree Road

Butler Ave

BNSF Railway

Route 66

Rio de Flag

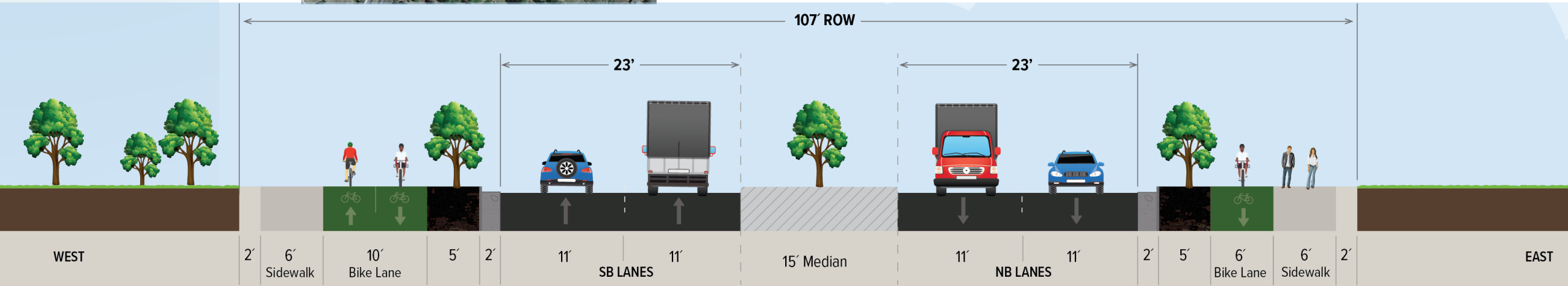
Sawmill Road

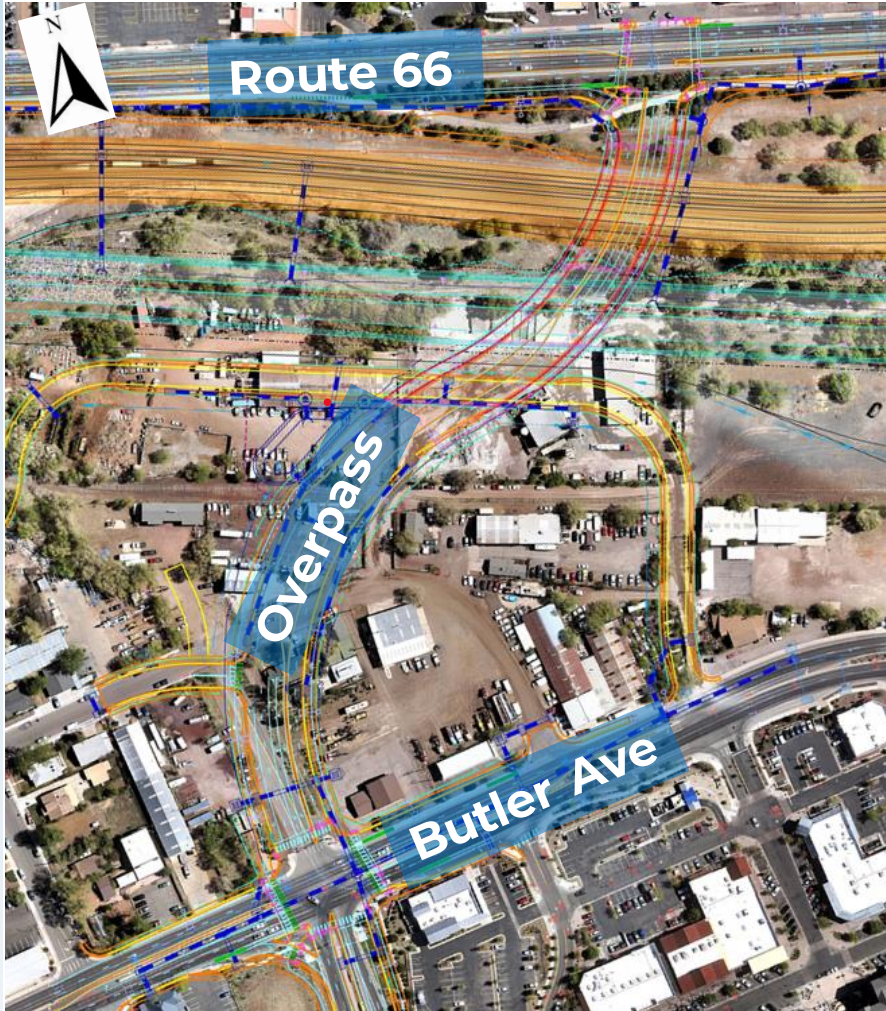




# Lone Tree - Sawmill to Butler

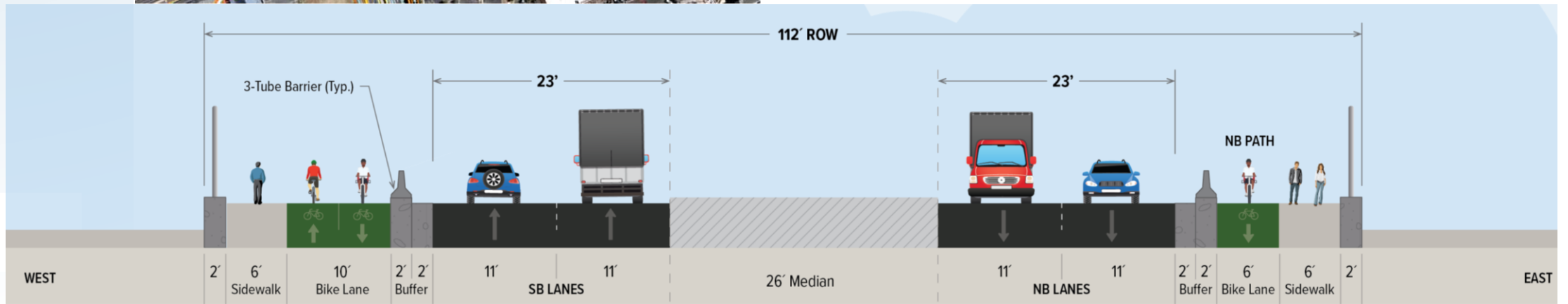
- Two travel lanes in each direction.
- FUTS alignment stays on the west side of Lone Tree Road.
- Warrant Analysis at Franklin and at Sawmill.

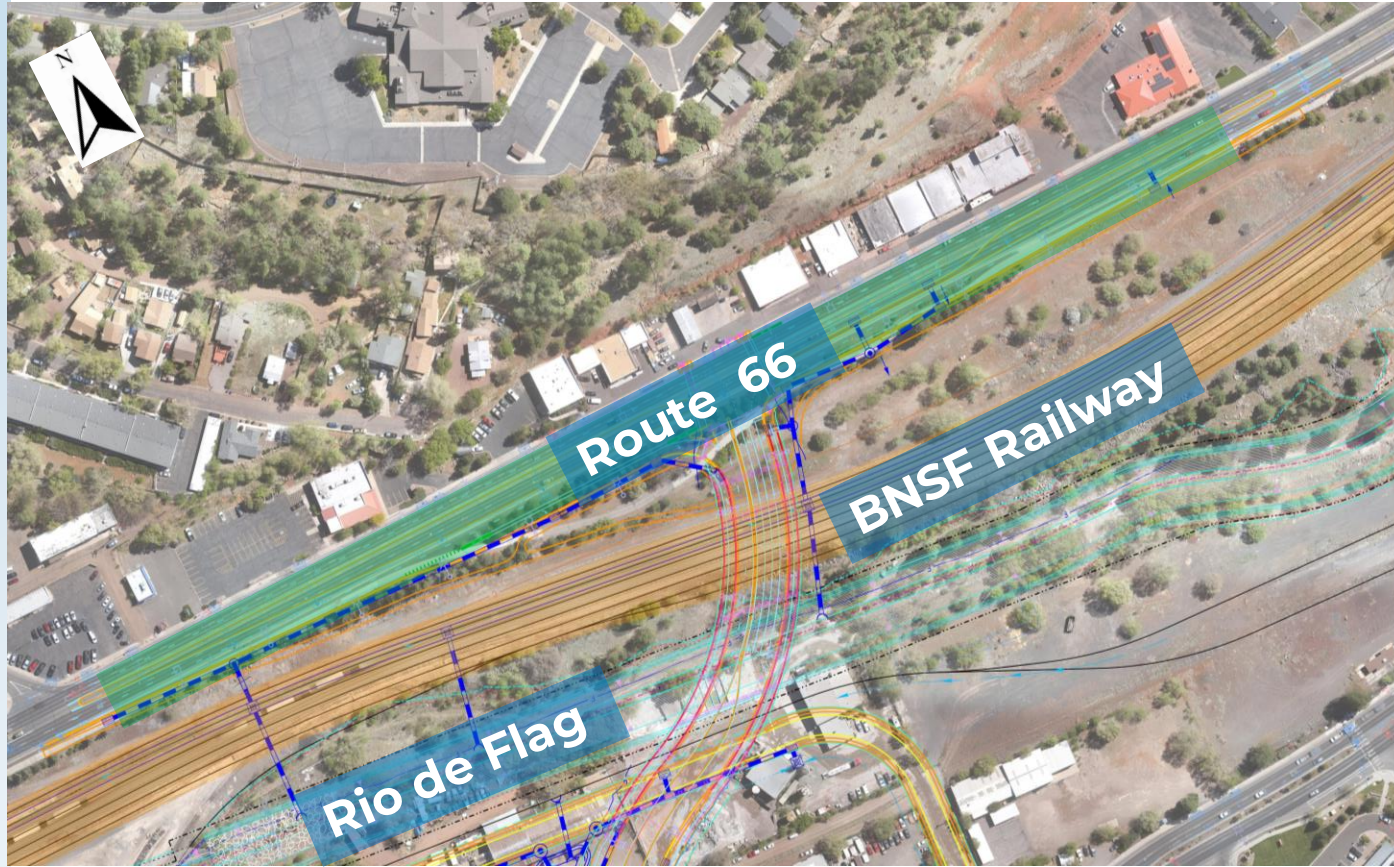




## Lone Tree - Butler to Route 66

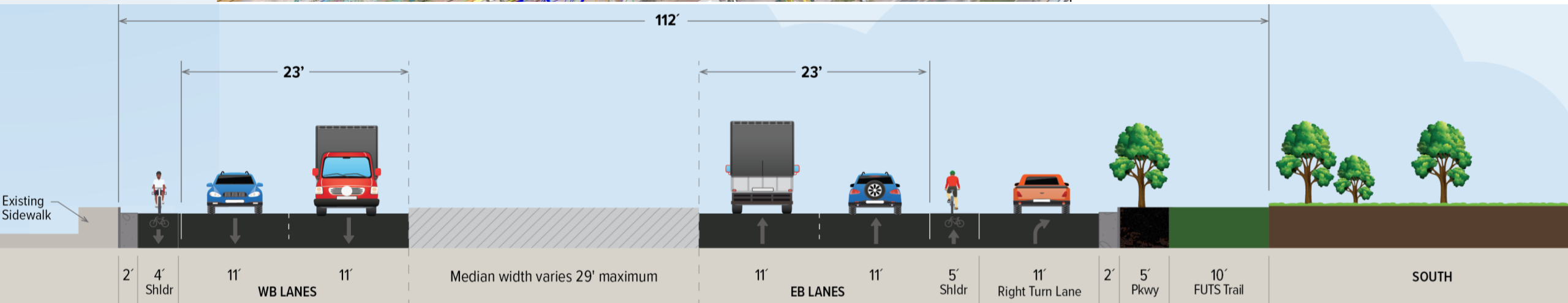
- Two travel lanes in each direction.
- FUTS connectivity on west side of bridge.
- Bridge spans over BNSF.
- Railway, future Rio de Flag, and future Elden/Cottage extension.





# Route 66 - Elden to East of Lone Tree

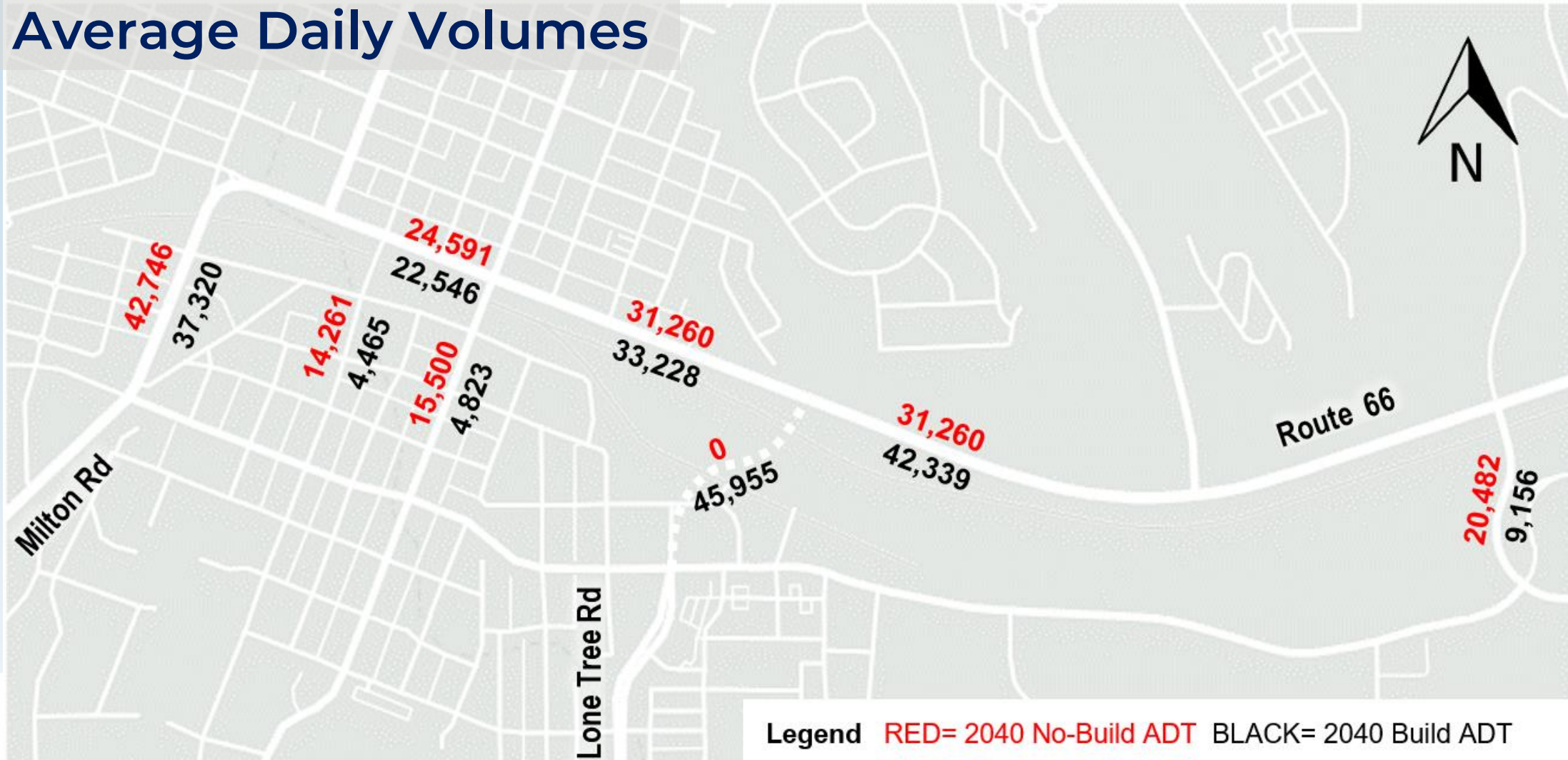
- Maintain North Curb Line.
- Connect to future Switzer Canyon FUTS.
- Widen to the South
- End Improvements before Elden St.



# Travel Demand Model



# Average Daily Volumes

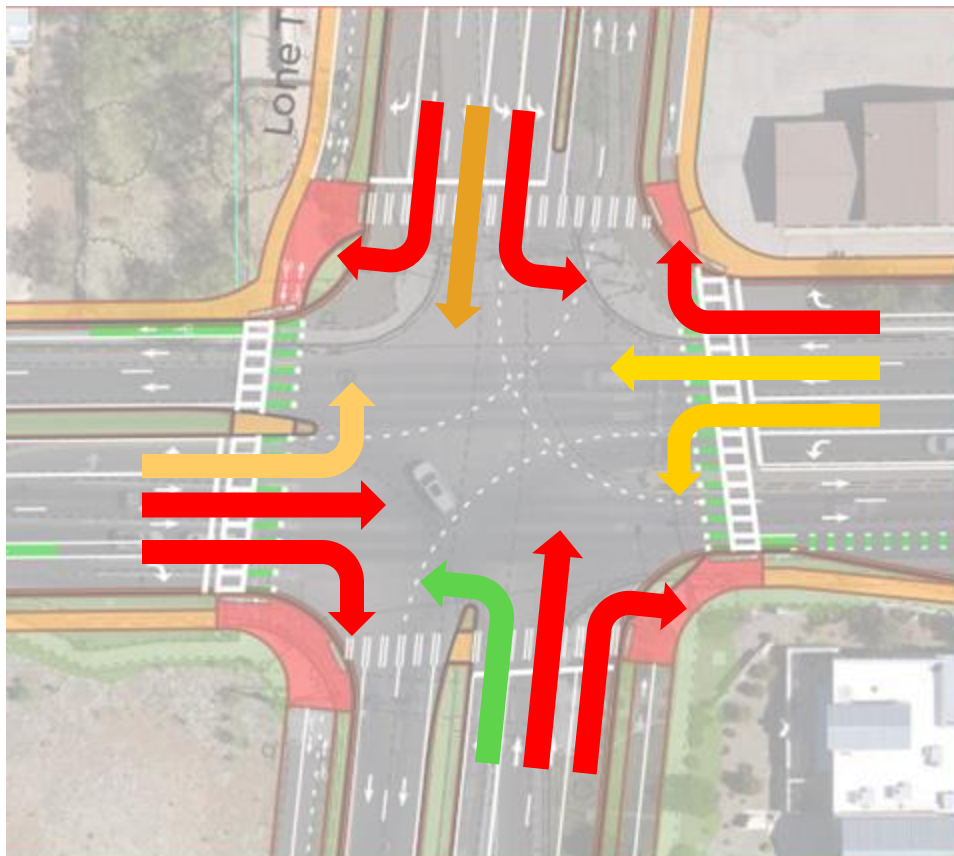


- Lone Tree Overpass is the Preferred Route.
- Improves Operations on Milton and through Downtown.
- Reduces Traffic in Southside on Beaver Street and San Francisco Street, which could provide opportunities to improve multi-modal facilities.

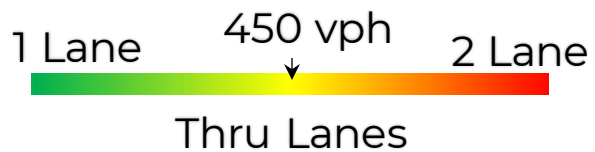
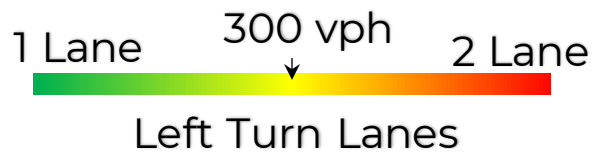
# Intersection Volumes

## 2040 – Build Traffic

- Separate Right Turn Lanes can be considered.
- Thru volumes high enough for more than (1) lane.
- Southbound Lefts are high enough for Double Left Turns.
- Westbound Double Lefts needed with high Eastbound Thru traffic.



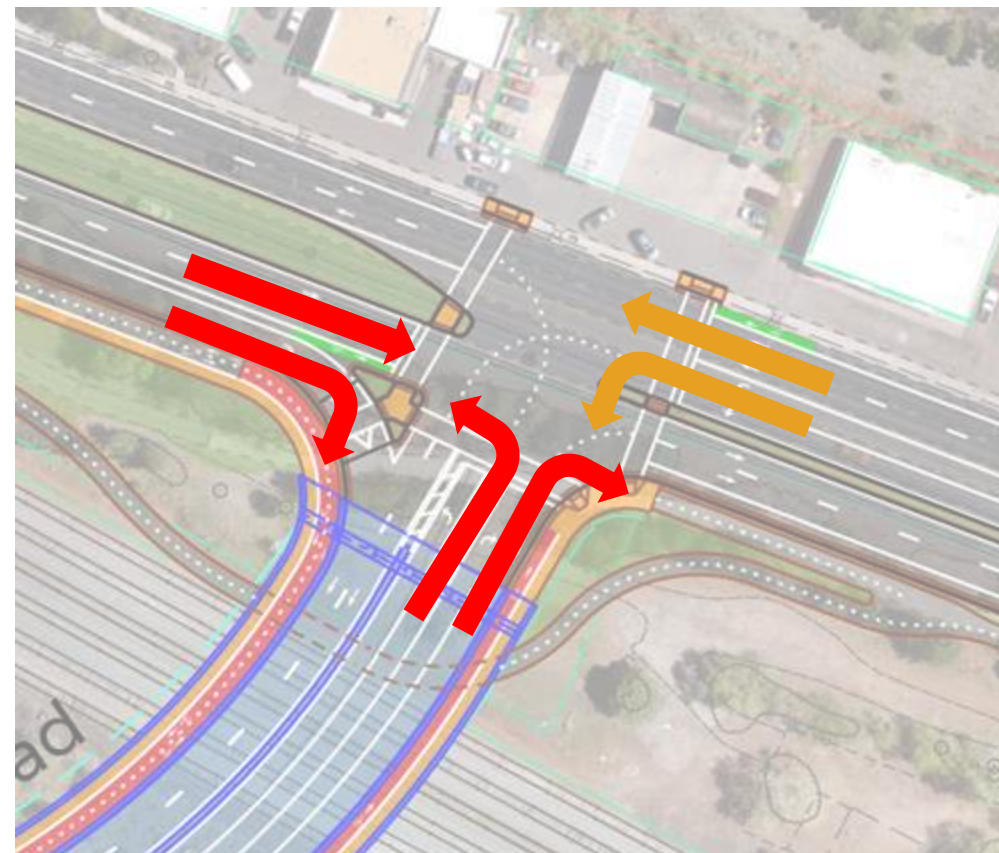
**Lone Tree Rd & Butler Ave**



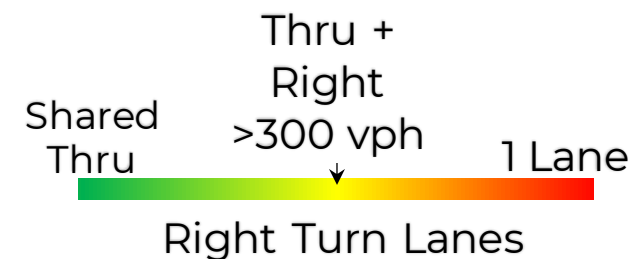
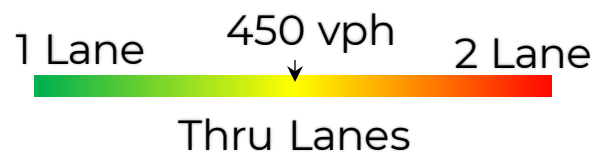
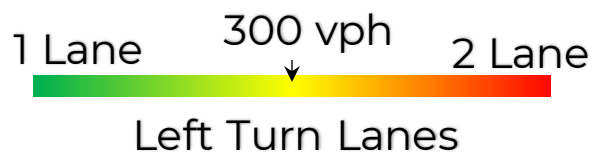
# Intersection Volumes

## 2040 – Build Traffic

- **Separate Right Turn Lanes can be considered.**
- **Thru volumes high enough for more than (1) lane.**
- **Northbound Left and Right Turn volumes are high enough for Double Turn Lanes.**



**US Route 66 & Lone Tree Rd**



# Intersection Selection



# Options to Enhance Multi-Modal Use of Intersection



National Association of City Transportation Officials



## Don't Give Up at the Intersection

Designing All Ages and Abilities Bicycle Crossings



National Association of City Transportation Officials

May 2019



(Example Only, not a Project Intersection)



# Options to Enhance Multi-Modal Use of Intersection

## Pavement Markings

**No Stopping Standing Zone**

**Bike Yield L (optional)**

**Bikes / Intersection Markings**

Spacing of lines selected to avoid wheel path

San Jose, CA  
Photo: Peter Bennett

Cambridge, MA  
Photo: Paul Sisson



*High Visibility Crosswalks*  
*Protected Intersection - Green Bike Crossing*  
*Bike Symbols w/Arrows for Direction of Travel*  
*Sharrows for areas of Shared Vehicles/Bikes*

# Options to Enhance Multi-Modal Use of Intersection

## Islands and Medians



(Source: Google Maps, Boulder, Colorado)



## Separated Bike Lane

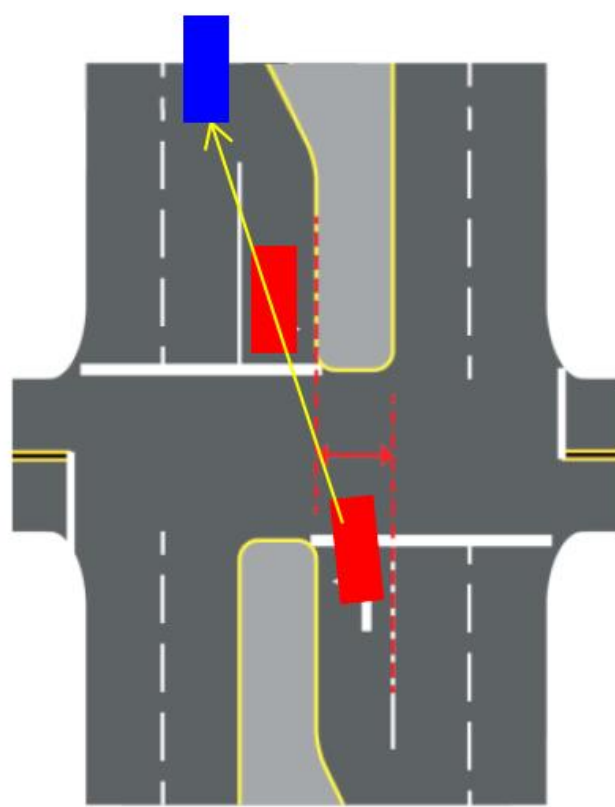


Curbing Delineators

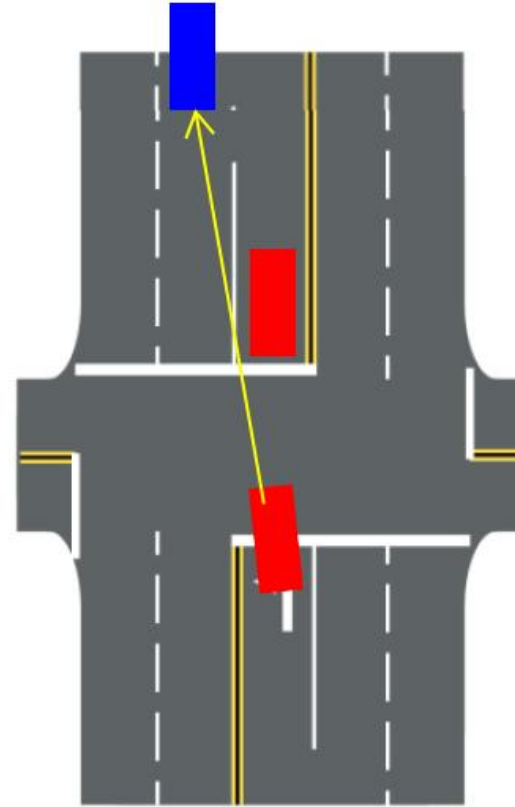


# Options to Enhance Driver Safety at Intersection

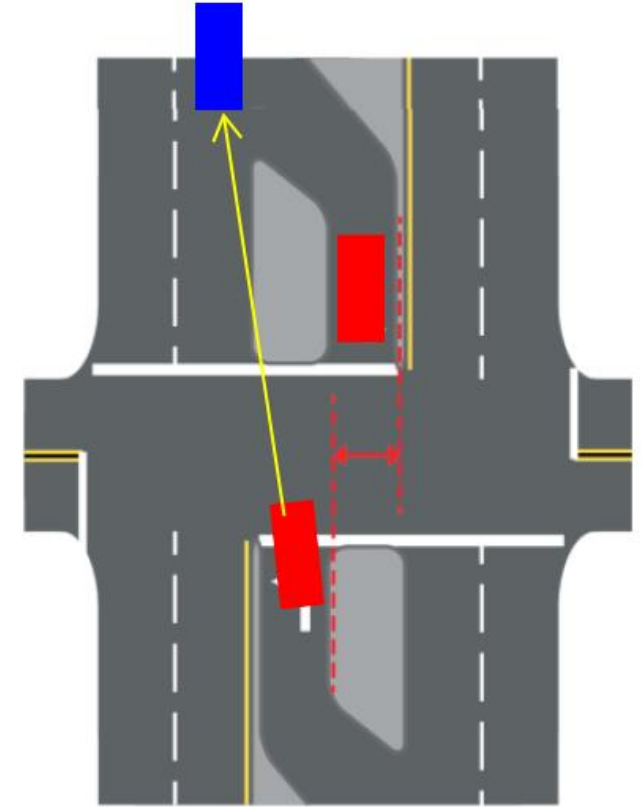
16



Negative Offset



Zero Offset



Positive Offset



# Lone Tree Road & Butler Avenue – Intersection *Viability Intersections*

Traditional Intersection – Minor Enhancements



17

Viability base

- Efficient
- Lower
- Acco
- Addresses Multi-Modal Concerns



# Lone Tree Road & Butler Avenue – Intersection *Comparisons*

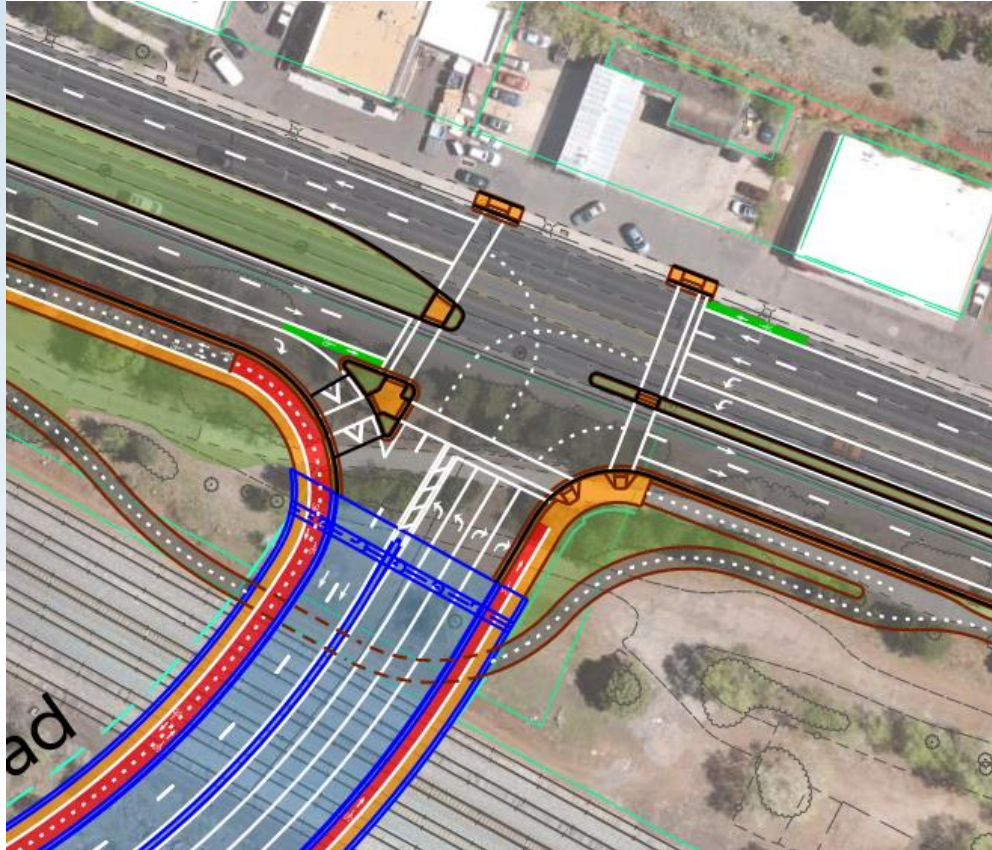
## Traditional Intersection – Full Enhancements

18

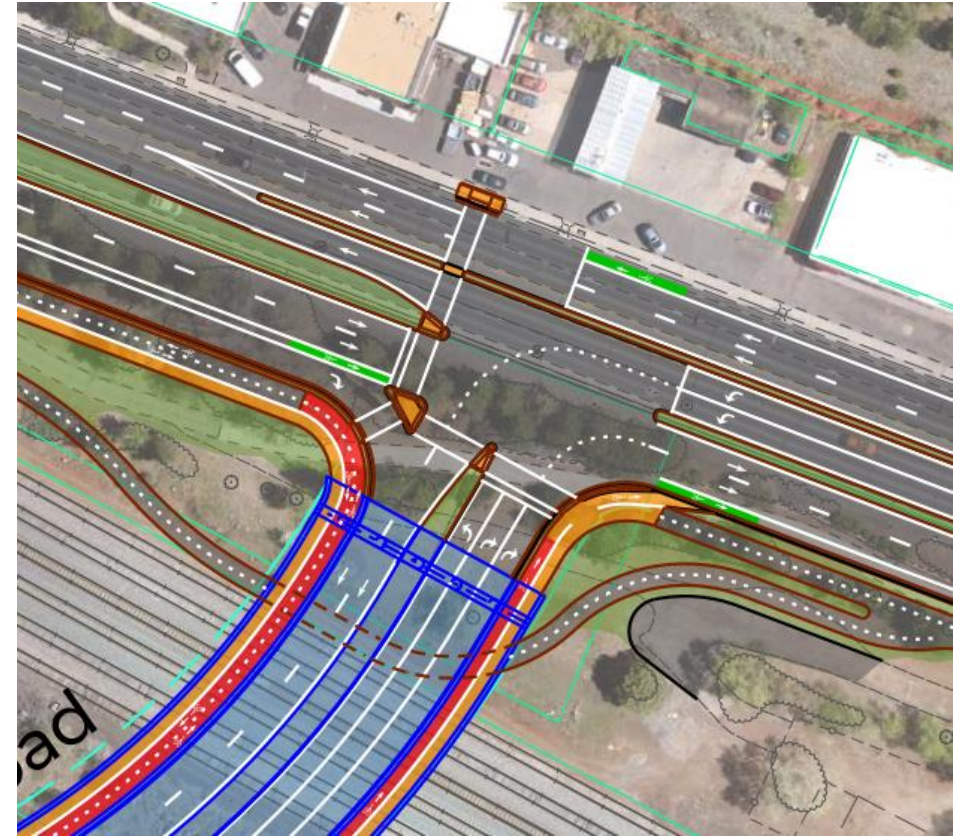


# Lone Tree Road & US-66 – Intersection *Viable Intersections*

Conventional Intersection



Florida "T"



# Lone Tree Road & US-66 – Intersection *Viable Intersections*

Florida T – No Enhancements



# Lone Tree Road & US-66 – Intersection *Viability Intersections*

**Traditional Intersection – Minor Enhancements**

21



# Greenhouse Gases



# Estimated Reduction in Greenhouse Gases

4-Lane Lone Tree Overpass				
Measure	2026-2040, total	2026, annual	2040, annual	2026-2040, annual average
Gallons of Fuel Reduced	 1,896,500	285,900	(16,500)	126,400
GHG emissions avoided (Tons)	 17,000	2,600	(200)	1,100
2-Lane Scenario (For Comparative Purposes)				
Gallons of Fuel Reduced	 1,164,900	122,100	38,700*	77,700
GHG emissions avoided (Tons)	 10,500	1,100	300*	700

\* 2-Lane scenario continues to have positive reductions through 2047

2026 numbers are similar to 2019 No-Growth Volumes for comparison purposes.

Summary: A 4-Lane Corridor will lower Greenhouse Gases compared to existing conditions or a 2-Lane Corridor due to more efficient traffic operations.



# Project Aesthetics



# Aesthetic Incorporation into Design Elements



**Railing Treatments**

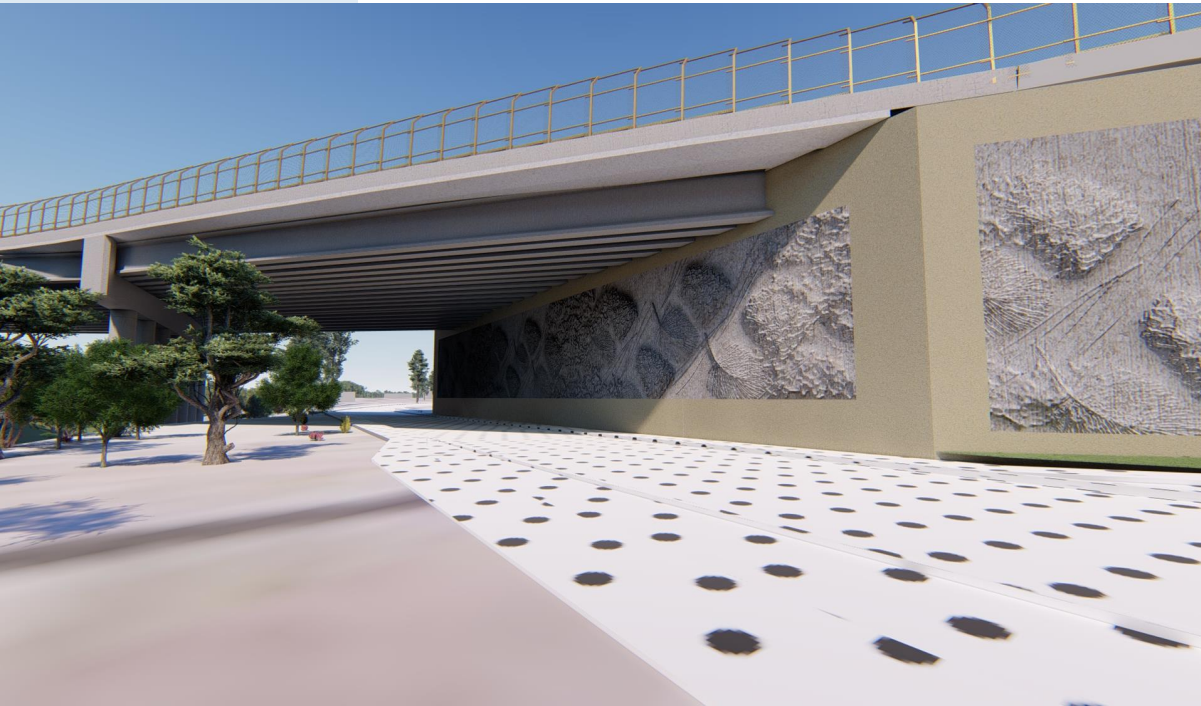
# Aesthetic Incorporation into Design Elements



## Gateway Treatments



# Aesthetic Incorporation into Design Elements



**Wall Treatments**

# Accommodation of Future Civic Spaces

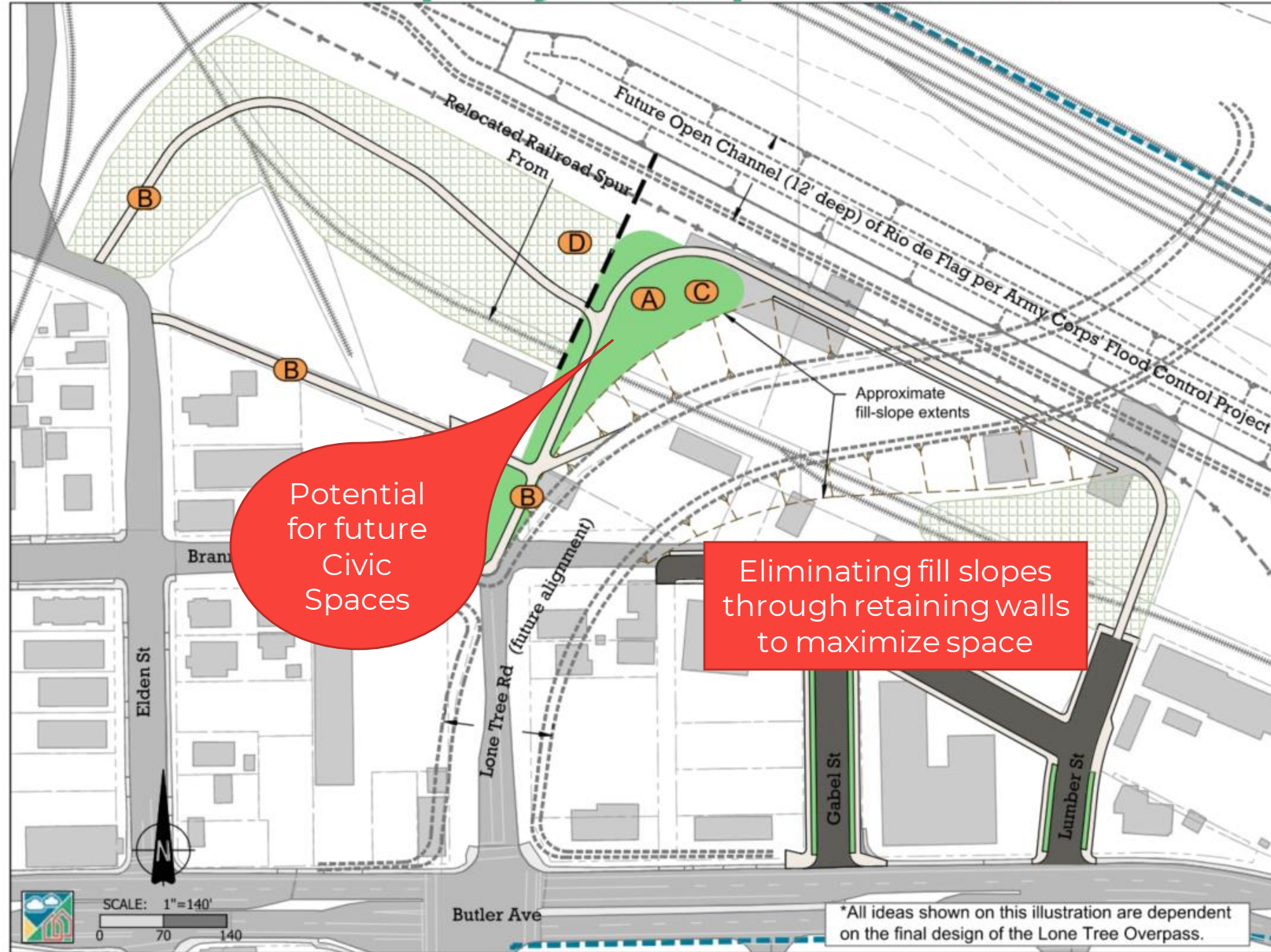


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# Accommodation of Future Civic Spaces

## Lone Tree Overpass Larger Park Concept Illustration Scenario 1

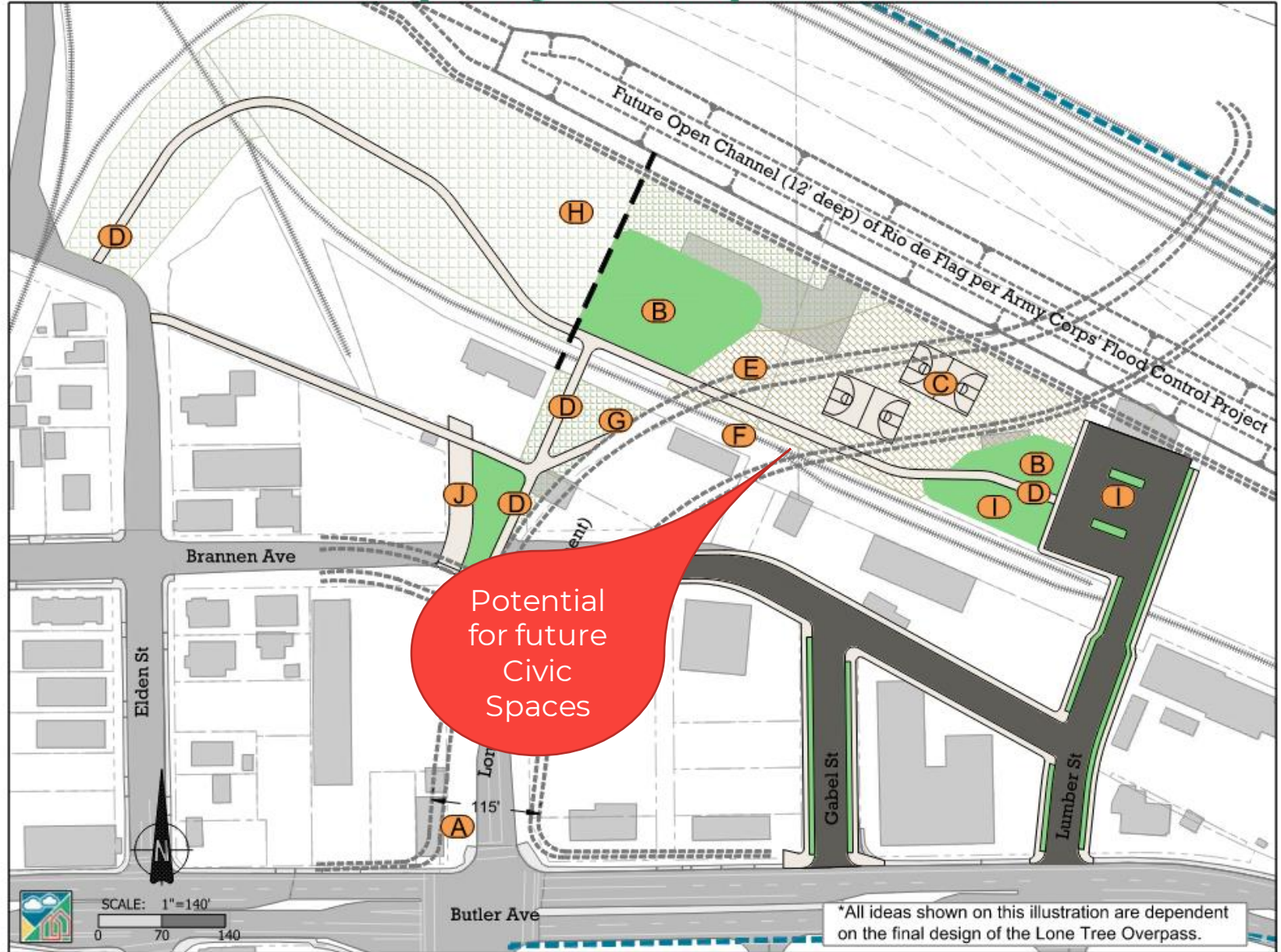


29



# Accommodation of Future Civic Spaces

## Lone Tree Overpass Larger Park Concept Illustration Scenario 2



30



# Path Forward



# Lone Tree Schedule

Feb 2021-Nov 2021

## Pre-design

- Confirm Project Assessment
- Coordinate with Stakeholders, Commissions, and Public
- Preliminary Decision Making
- Develop Initial Guaranteed Maximum Price
- Public Meeting September 30

Nov 2021-Dec 2022

## Final Design

- Council Meeting in November for Approval of Final Design Amendment
- Continue Coordinating with Stakeholders, Commissions, and Public
- Finish Field Investigations
- Finalize Design
- Finalize Guaranteed Maximum Price

Dec 2022-Nov 2026

## Construction

- Finalize Permits
- Obtain the Construction Maintenance Agreement
- Construct the Project



# Thank you!

[lonetreeoverpass.org](http://lonetreeoverpass.org)

*wsp.com*



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, City Clerk  
**Date:** 10/15/2021  
**Meeting Date:** 10/19/2021



---

**TITLE**

**Future Agenda Item Request (F.A.I.R.)** A Citizens' Petition requesting "the Council's approval of a character overall of the Southside Neighborhood."

**STAFF RECOMMENDED ACTION:**

Council direction.

**EXECUTIVE SUMMARY:**

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City...who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on September 28, 2021, requesting "the Council's approval of a character overall of the Southside Neighborhood."

**INFORMATION:**

Chapter 1-12 of the Flagstaff City Code formalizes the information to be required, and the attached petition conforms to those requirements. As outlined in this chapter, the petition is to be submitted to the Council under Future Agenda Item Request (F.A.I.R.) to determine if there is Council interest in placing the item on a future agenda for consideration.

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**Attachments:** [Petition #2021-10](#)

#2021-10

PETITION TO FLAGSTAFF CITY COUNCIL  
Pursuant to Flagstaff City Charter Article II Section 17  
and Flagstaff City Code Title I Chapter 12



Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Southside Neighborhood Character Overlay

Action Requested: We seek the Council's approval of a character overlay of our neighborhood. We are working with City of Flagstaff Neighborhood Planner Mark Reavis and the Southside Community Association as we, the residents of the Southside neighborhood, develop standards and guidelines to protect what we value in our property and in our community. Our efforts are guided by the adopted Southside Plan's Chapter 3: Goals, Policies and the Regional Plan, as our area is noted as a "Neighborhood (residential) Core" and a "Historic Preservation Focus Area" where Heritage Preservation accommodates Growth and Change. Indeed, balancing growth and change with maintaining the historic character of our neighborhood is a citizen priority.

Printed Name Anna Hammerle

of Submitter:

(Submitter must also sign below and complete information)

928.300.7834 / annakhammerle@gmail.com

Contact Information:

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
7/23/21	Kate Mommaerts	123 E. Benton Ave 86001	Kate Mommaerts
7/23/21	Sean Golightly	23 SWC Riles 86001	[Signature]
7-23-21	Dawn Tucker	235. WC Riles 86001	[Signature]
7-23-21	Susan Newlin	19 S WC Riles 86001	Susan Newlin
7-23-21	William Newlin	19 S. WC Riles 86001	[Signature]
7-23-21	PATRICIA CAZEL	14 South WC Riles Street 86001	[Signature]
8/9/21	Cynthia Elliott	224 S. O'Leary St.	Cynthia Elliott
8/9/21	Stacey Bouffard	224 S. O'Leary St.	[Signature]
8/14/21	Anna Hammerle	20 S. WC Riles St.	Anna Hammerle
8/14/21	Iris Canning Hammerle	20 S. WC Riles St.	IRIS

Council Mtg. Date: October 19, 2021



**PETITION TO FLAGSTAFF CITY COUNCIL**

**Pursuant to Flagstaff City Charter Article II Section 17  
and Flagstaff City Code Title I Chapter 12**

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue:

Brannen Overlay

Action Requested:

Printed Name  
of Submitter:

Dina Barnese

(Submitter must also sign below and complete information)

Contact Information:

928-380-2292     dinabarnese@gmail.com

(Phone Number and/or e-mail address)

**PETITION SIGNATURES**

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
8-14-21	Joy L. Van Boven	116 S. O'Leary St. #1	<i>Joy L. Van Boven</i>
8-15-21	Ramon Lopez	11850' Leary St.	<i>Ramon Lopez</i>
8-15-21	Elsie Anza Lopez	11850' Leary St.	<i>Elsie Anza Lopez</i>
8-15-21	Dina Barnese	116 S O'Leary St Apt 1	<i>Dina Barnese</i>
8-15-21	Paul R Lopez	307 E. BRANNEN AVE	<i>Paul R Lopez</i>
8-21-21	Deborah DeWolfe	1025 WC Riles St #D	<i>Deborah DeWolfe</i>
8-21-21	VINCENT R LOPEZ	303 E. BRANNEN AVE.	<i>Vincent R Lopez</i>
8/21/21	Sandra Quintanilla	116 S. O'Leary St. #2	<i>Sandra Quintanilla</i>
8/27/21	Sarah Andrews	118 E Benton Ave	<i>Sarah Andrews</i>

**RECEIVED BY CITY OF FLAGSTAFF**

DATE RECEIVED

BY

COUNCIL MEETING DATE



**PETITION TO FLAGSTAFF CITY COUNCIL**  
**Pursuant to Flagstaff City Charter Article II Section 17**  
**and Flagstaff City Code Title I Chapter 12**

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

**Title of Issue:** Southside Neighborhood Character Overlay

**Action Requested:** We seek the Council's approval of a character overlay of our neighborhood. We are working with City of Flagstaff Neighborhood Planner Mark Reavis and the Southside Community Association as we, the residents of the Southside neighborhood, develop standards and guidelines to protect what we value in our property and in our community. Our efforts are guided by the adopted Southside Plan's Chapter 3: Goals, Policies and the Regional Plan, as our area is noted as a "Neighborhood (residential) Core" and a "Historic Preservation Focus Area" where Heritage Preservation accommodates Growth and Change. Indeed, balancing growth and change with maintaining the historic character of our neighborhood is a citizen priority.

**Printed Name** *Anna Hammerle*

**of Submitter:**





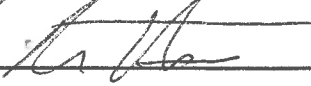
\_\_\_\_\_  
 (Submitter must also sign below and complete information)

*928.300.7834 / annakhammerle@gmail.com*

**Contact Information:**

\_\_\_\_\_  
 (Phone Number and/or e-mail address)

**PETITION SIGNATURES**

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
9/1/21	EVAN BUTLER	202 S UC RILES	
9/1/21	Casey Naylor	202 S UC RILES	
9/1/21	Shyanne Dustrud	106 1/2 S HC RILES	
9/1/21	Michael Miller	106 1/2 S WC RILES	
9/4/21	Andrew Herrington	123 E Bendon Ave	



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, City Clerk  
**Date:** 10/15/2021  
**Meeting Date:** 10/19/2021



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**TITLE**

**Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Shimoni to place on a future agenda a discussion regarding temporary urban camping in parks, along streets/public property, on private property, and in cars.

**STAFF RECOMMENDED ACTION:**

Council direction.

**EXECUTIVE SUMMARY:**

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Shimoni has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

**INFORMATION:**

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**Attachments:**

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, City Clerk  
**Date:** 10/15/2021  
**Meeting Date:** 10/19/2021



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**TITLE**

**Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Shimoni to place on a future agenda a discussion about Eugene, OR efforts to house their unsheltered through the Square One Villages.

**STAFF RECOMMENDED ACTION:**

Council direction.

**EXECUTIVE SUMMARY:**

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Shimoni has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

**INFORMATION:**

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**Attachments:**