FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
APRIL 16, 2019

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:30 P.M. AND 6:00 P.M.

4:30 P.M. MEETING

Individual Items on the 4:30 p.m. meeting agenda may be postponed to the 6:00 p.m. meeting.

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

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

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. Consideration and Approval of Minutes: City Council Work Session of February 26, 2019.

STAFF RECOMMENDED ACTION:

Review and approve the minutes of the City Council Work Session of February 26, 2019.

5. PUBLIC PARTICIPATION

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

6. PROCLAMATIONS AND RECOGNITIONS

A. Recognition of Flagstaff Northstars Hockey team

B. Recognition of NJBLA Warriors

7. 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: Parks and Recreation Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring August 2021.
Consideration of an appointment to a recently resigned seat for a term expiring August 2021.

8. LIQUOR LICENSE PUBLIC HEARINGS

A. Consideration and Action on Liquor License Application: Stephen Buysse, "Famous Pizza", 104 E. Route 66, Series 07 (Beer and Wine Bar), New License.

STAFF RECOMMENDED ACTION:

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

The City Council has the option to:
(1) Forward the application to the State with a recommendation for approval;
(2) Forward the application to the State with a recommendation for denial based on

information from staff, the testimony received at the public hearing and/or other factors.

9. CONSENT ITEMS

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

A. Consideration and Approval of Contract: To purchase two (2) 2020 Ford Police Interceptor Utility Hybrid vehicles, in the amount of $79,819.96 from Babbitt Ford Lincoln Mercury. It should be noted the aforementioned total includes the local Transaction Privilege Tax (2.051%) and the actual cost to the City will be $78,215.75.

STAFF RECOMMENDED ACTION:

1. Approve the contract award to Babbitt Ford for the purchase of two (2) 2020 Ford Police Interceptor Utility Hybrid vehicles at a total of $79,819.96 (includes all applicable taxes and fees).
2. Authorize the City Manager to execute the necessary documents.

B. Consideration and Approval of Purchase through an Invitation For Bids Process (IFB): Purchase of one (1) 2019 Chevrolet Bolt EV from Courtesy Chevrolet this fiscal year in the amount of $36,954.23. Potentially purchase two (2) more Chevrolet Bolt EV's in fiscal year 2020 for a total cost of $110,862.69.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of 1 (one) 2019 Chevrolet Bolt EV from Courtesy Chevrolet in the amount of $36,954.23 in fiscal year 2019, and if approved during the budget process, purchase up to 2 (two) more Chevrolet Bolt vehicles at the same amount in fiscal year 2020.
2. Authorize the City Manager to execute the necessary documents.

C. Consideration and Approval of Purchase through a Cooperative Purchase Contract: The purchase of two (2) 2019 Chevrolet Silverado 2500 Pickup Trucks from Courtesy Chevrolet in the amount of $72,790.50.

STAFF RECOMMENDED ACTION:

1. Approve the equipment purchase of two (2) 2019 Chevrolet Silverado 2500 Crew cab 4x4 LWB Pickup trucks from Courtesy Chevrolet in the amount of $36,395.25 per unit for a total cost of $72,790.50 through Cooperative Purchase Contract #ADOSP017-166120 with the Arizona Department of Administration, State Procurement Office; and
2. Authorize the City Manager to execute the necessary documents.

D. Consideration and Approval of Cooperative Contract: Purchase of one (1) Commercial Front Load Refuse Truck and one (1) Residential Side Load Refuse Truck from Rush Truck Center Arizona through the Houston-Galveston Area Council Cooperative Purchase Agreement, Contract No. RH08-18.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of one (1) Commercial Front Load Refuse Truck in the amount of $278,839.67 each and one (1) Residential Side Load Refuse Truck in the amount of $301,229.85 for a total purchase amount of $580,069.52 from Rush Truck Center Arizona through the Houston-Galveston Area Council Cooperative Purchase Agreement, Contract No. RH-08-18.
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Cooperative Contract:** Purchase Itron 500W RIVA ERT(Encoder Receiver Transmitters) from Ferguson Water Works through a cooperative purchase contract in the amount not to exceed $300,000.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative purchase contract with Ferguson Water Works through the State of Arizona contract ADSP014-074995 to purchase Itron 500W RIVA ERTs not to exceed $300,000; and
2. Authorize the City Manager to execute the necessary documents

F. **Consideration and Approval of Cooperative Contract:** For water meter exchange out and repair services for the *Water Meter Replacement Program* with Water Metering Services, Inc. through a cooperative purchase contract with the City of Tempe, AZ for a sum not to exceed $250,000 per fiscal year.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative purchase contract with Metering Services, Inc. for water meter exchange out and repair services for the *Water Meter Replacement Program* through the City of Tempe Contract No. WUD14-I51-01 in a sum not to exceed $250,000 per fiscal year; and
2. Authorize the City Manager to execute the necessary documents

G. **Consideration and Approval of Proprietary Purchase:** Purchase of Saf-T-Chlor dry sodium chlorite and drums from CDG Environmental, LLC.

STAFF RECOMMENDED ACTION:

Approve the proprietary purchase of Saf-T-Chlor dry sodium chlorite and drums from CDG Environmental, LLC in the amount not to exceed $100,000 (One hundred thousand dollars) annually.

10. **ROUTINE ITEMS**

A. **Consideration and Adoption of Resolution No. 2019-03:** A resolution of the City Council of the City of Flagstaff, Arizona amending the Procurement Code Manual, Article 25, Change Orders, Sections 25.1 Change Order Process, Section 25.2 Change Order Conditions, and Section 25.3 Change Order Membership and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-03 by title only
2) City Clerk reads Resolution No. 2019-03 by title only (if approved above)
3) Adopt Resolution No. 2019-03

B. **Consideration and Adoption of Resolution No. 2019-14:** A resolution approving the City of Flagstaff 2019/2020 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD).

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-14 by title only
2) City Clerk reads Resolution No. 2019-14 by title only (if approved above)
3) Adopt Resolution No. 2019-14

C. **Consideration and Adoption of Ordinance No. 2019-03:** 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)***

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2019-03 by title only for the final time
2) City Clerk reads Ordinance No. 2019-03 by title only (if approved above)
3) Adopt Ordinance No. 2019-03

D. **Consideration and Adoption of Ordinance No. 2019-04:** An ordinance of the Flagstaff City Council authorizing real property to be dedicated as right-of-way, delegating authority, and establishing a effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2019-04 by title only for the final time
2) City Clerk reads Ordinance No. 2019-04 by title only (if approved above)
3) Adopt Ordinance No. 2019-04

*** Staff has updated Exhibit A to remove parcels 100-22-024, 100-22-025, 100-22-026, 104-02-119, and 106-01-009A from the dedication, for further review. All but one of the parcels are adjacent to ADOT right-of-way, and staff would like to work with ADOT to determine if the should be combined with ADOT right-of-way. Staff will return to Council for further action. Staff requests that the Ordinance No. 2019-04 be approved with the updated Exhibit A.**

E. **Consideration and Approval of Contract:** Exclusivity Agreement between the City of Flagstaff and NextEra Energy Resources Development, LLC.

STAFF RECOMMENDED ACTION:

Approve the Exclusivity Agreement in order to advance the City's goal to transition the municipal organization to be 100% reliant on renewable energy.

F. **Consideration and Approval of Contract:** Lease Agreement with American Airlines

STAFF RECOMMENDED ACTION:

Approve Lease Agreement with American Airlines

RECESS

6:00 P.M. MEETING

RECONVENE

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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11. **ROLL CALL**

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

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

12. **PLEDGE OF ALLEGIANCE**

13. **PUBLIC PARTICIPATION**

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

15. PUBLIC HEARING ITEMS

A. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2019-07:** An ordinance of the City Council of the City of Flagstaff, amending the McMillan Mesa Village Specific Plan development options for designated Development Area E1 for the purposes of developing a congregate care facility. **(McMillan Mesa Specific Plan Amendment requests for property located at 1831 N Jasper Drive)**

STAFF RECOMMENDED ACTION:

At the April 16, 2019 Council Meeting:

1) Hold the Public Hearing
2) Read Ordinance No. 2019-07 by title only for the first time
3) City Clerk reads Ordinance No. 2019-07 by title only (if approved above)

At the May 7, 2019 Council Meeting:

4) Read Ordinance No. 2019-07 by title only for the final time
5) City Clerk reads Ordinance No. 2019-07 by title only (if approved above)
6) Adopt Ordinance No. 2019-07

B. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2019-09:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 3.34 acres of real property located at 1831 N Jasper Drive on parcel number 101-46-012A from Research and Development ("RD") to Community Commercial ("CC") for the purposes of developing a congregate care facility. **(Buron Inc. Zoning Map Amendment requests for property located at 1831 N Jasper Drive)**

STAFF RECOMMENDED ACTION:

At the April 16, 2019 Council Meeting:

1) Hold the Public Hearing
2) Read Ordinance No. 2019-09 by title only for the first time
3) City Clerk reads Ordinance No. 2019-09 by title only (if approved above)

At the May 7, 2019 Council Meeting:

4) Read Ordinance No. 2019-09 by title only for the final time
5) City Clerk reads Ordinance No. 2019-09 by title only (if approved above)
6) Adopt Ordinance No. 2019-09

16. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2019-15:** Adoption of Coconino Joint Land Use Study

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-15 by title only
2) City Clerk reads Resolution No. 2019-15 by title only (if approved above)
3) Adopt Resolution No. 2019-15

B. **Consideration of Audited Financial Reports**: Year ending June 30, 2018

STAFF RECOMMENDED ACTION:

Approve the FY 2018 Comprehensive Annual Financial Report and the FY 2018 Single Audit Report

C. **Consideration and Adoption of Ordinance No. 2019-06:** An ordinance of the Council of the City of Flagstaff, Coconino County, Arizona (1) providing for the sale and execution and delivery pursuant to a Series 2019 Utility System Revenue Trust Agreement of utility system revenue obligations, in one or more series evidencing proportionate interests of the owners thereof in installment payments of the purchase price to be paid by the City of Flagstaff, Arizona, pursuant to a Series 2019 Utility System Revenue Purchase Agreement to finance costs of certain improvements to the water and sewer utility system of the City; (2) authorizing the completion, execution and delivery with respect thereto of agreements necessary or appropriate as part of financing the costs of such improvements and paying related financing costs; (3) delegating to the Mayor, the City Manager, and the Management Services Director certain authority with respect to the purposes hereof; (4) authorizing the Management Services Director to expend all necessary funds therefor and (5) authorizing the Management Services Director or his designees to take all other actions necessary to the consummation of the transaction contemplated by this ordinance and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the April 16, 2019 Council Meeting:
1) Read Ordinance No. 2019-06 by title only for the first time
2) City Clerk reads Ordinance No. 2019-06 by title only (if approved above)
At the May 7, 2019 Council Meeting:
3) Read Ordinance No. 2019-06 by title only for the final time
4) City Clerk reads Ordinance No. 2019-06 by title only (if approved above)
5) Adopt Ordinance No. 2019-06

17. DISCUSSION ITEMS

A. **Discussion/Direction:** Current Issues Before Arizona Legislature and Federal Issues.

18. COUNCIL LIAISON REPORTS

19. 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 Odegaard to place on a future agenda a discussion about ways that the City and a developer could leverage something to create a public art space.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Whelan to place on a future agenda a discussion about developing a plan and recommendations for zoning for the upcoming work in the Fourth Street, Lone Tree, and I-40 corridors.

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

21. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2019.

_____
Stacy Saltzburg, MMC, City Clerk

4. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	04/11/2019
Meeting Date:	04/16/2019

TITLE:

Consideration and Approval of Minutes: City Council Work Session of February 26, 2019.

STAFF RECOMMENDED ACTION:

Review and approve the minutes of the City Council Work Session of February 26, 2019.

Executive Summary:

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

Financial Impact:

None

Policy Impact:

None

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

COUNCIL GOALS:

COMMUNITY OUTREACH

Enhance public transparency and accessibility.

Previous Council Decision on This:

None

Attachments: 02.26.2019.CCWS.Minutes

CITY COUNCIL WORK SESSION
TUESDAY, FEBRUARY 26, 2019
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
6:00 P.M.

MINUTES

1. Call to Order

Mayor Evans called the Work Session of February 26, 2019, to order at 6:00 pm.

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 Aslan read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. Roll Call

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

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

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an

opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

None

5. Review of Draft Agenda for the March 5, 2019 City Council Meeting

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

None

6. **Discussion:** Airport Marketing/Promoting, United Airlines Minimum Revenue Guarantee Agreement, Air Carrier Incentive Policy, and United and American Airline Lease Agreements

Economic Vitality Director Heidi Hansen gave a presentation on airport marketing, the small community air service revenue guarantee grant, air carrier incentive policy and American and United Airlines lease agreements. She was joined by Grants and Contract Manager Stacey Brechler-Knaggs, Airport Director Barney Helmick, Senior Assistant City Attorney Christina Rubalcava, and Real Estate Manager Charity Lee. The purpose of the presentation was to give Council a background on the airport before the regular meeting where the Flagstaff Airport Air Carrier Incentive Policy, the Minimum Revenue Guarantee Agreement for air services between the City and United Airlines, and the lease agreement with United Airlines will be considered.

Highlights from the presentation included a discussion on marketing campaigns targeted to raise enplanements. The "Always Fly First" campaign raised enplanements by 3% and the "I always fly Flagstaff first" resulted in a 9.2% increase in enplanements. One-on-one meetings with airlines and consultants at airline specific conferences resulted in new ideas on how to present the airport to prospective airlines and allowed staff to design a collaborative piece highlighting things airlines want to know. The brochure created was key in making meetings with airline executives impactful. Staff held local presentations that allowed for conversations to figure out needed routes for Flagstaff area residents and businesses. An Airport Annual Report was created that included all things important to an airline and shared with prospective airlines. All these strategies were key in attracting an additional airline at the Flagstaff Pulliam Airport.

Stacey Brechler-Knaggs resumed the presentation and spoke about the contract with United Airlines and the minimum revenue guarantee (MRG) agreement. She reported that in September 2011, the City received a small community air service development grant in the amount of $800,000. The City has received five extensions to continue the effort to market for a new service and/or route. Starting on March 31, United Airlines will be a new service provider and will receive the MRG for operating flights out of Flagstaff. This is the first time the City has offered an MRG. United Airlines researched what the minimum revenue needed (MR) per month to operate in Flagstaff is. If the actual revenue received is less than the minimum revenue required, the City will pay the difference out of the grant funds. If United Airlines meets their MR, they do not receive funds. If they exceed the monthly MR, they will apply that revenue to the next month. The MRG is calculated quarterly. The MRG is available for one year in an amount not to exceed $550,000 and The funds are 100% grant funded with no match needed from the City. There is a termination clause of 90 days to terminate the MRG and the lease agreement.

Councilmember Whelan thanked Ms. Brechler-Knaggs for her service and asked about the grant. She asked if it was solely earmarked for the MRG. Ms. Brechler-Knaggs stated that it is

almost only available for a new airline, but that there was a little money available upfront for marketing. The MRG term is for one year (March 31, 2019 to March 31, 2020). United Airlines stated that they are expecting a minimum revenue of about $40,000 a month, and the MRG will be used to meet the minimum revenue if needed. Councilmember Whelan also asked about the term lease of 10-years. Ms. Lee will address the lease agreements later in the presentation.

Councilmember McCarthy asked where the MRG comes from. Ms. Brechler-Knaggs stated that the MRG is a federal grant.

Mr. Helmick explained that the process to find a new airline has been ongoing for over six years. In that time, staff learned that a lot of airports have incentive policies. They learned about established guidelines. Staff is strongly encouraging two more markets at the Flagstaff airport: Los Angeles and San Francisco. The MRG, which is only for new airlines, offers the least risk for the City. If an existing airline wanted to add an additional route, the City could waive the landing fee as an incentive.

Councilmember Whelan asked what the City uses the landing fees for. Mr. Helmick answered that landing fees are a revenue stream for the airport. The biggest revenue stream for the airport is from rental cars. The least producing revenue piece comes from the landing fees.

Ms. Lee took over the presentation to address lease agreements. Staff has worked on creating a new lease template for commercial services. They have focused on United Airlines and have temporarily suspended the American Airlines' lease renewal until this process is done to ensure that both airlines have the same terms. There have been no changes thus far. The lease term is for ten years and allows for two five-year extensions. Either party can terminate the lease with a 90-day written notice. The rental amount per the lease is $36,000 per year for 1,027 square feet of Ticket Counter space/storage and an additional rental fee of $30.74 for 144 square feet of office space. Only American Airlines is utilizing that option at this time. Semi-Permanent storage unit space is available for an additional rental fee of $0.34 per square foot. The landing fee is waived for one year under an Incentive Agreement, but it is normally $1.09 per thousand pounds of declared maximum certified gross landing weight of aircraft. There is a rate adjustment of 2% increase annually on the $36,000 base rent per year on the lease anniversary. The City agreed to pay utilities (water, gas, sewer electric) per the lease, however the airlines are responsible for all taxes and fuel costs.

Ms. Hansen summed up the presentation and explained the goals of the presentation were to explain the: marketing successes, the MRG, the lease agreement, and revenue generation. She also expressed that the benefits of having a great transportation system in Flagstaff is to not just expand tourism, but to also assist businesses, such as telecommuters and small business, with east coast connections. It will also assist with competition and capture lost revenue. Currently 80% of the commercial airline market is driving to Phoenix for flights. Adding a new airline and increasing service routes will increase the number of flights to Phoenix and will hopefully cut costs to the consumer.

Vice Mayor Shimoni thanked staff for the work and is excited about the agreement and about flying out of Flagstaff.

Councilmember Aslan commented that he thinks that there is an opportunity cost in flying versus driving due to the carbon footprint and would like to see offsets for carbon. He asked if there were any direct flights to Tucson planned. Mr. Helmick stated that Tucson is not a top 25 destination and it would be difficult to get a flight over a major hub like Phoenix. There are over 300 destinations now available with only one layover provided by the new routes. Councilmember Aslan asked if there had been any sound impact studies in the neighboring communities. Mr. Helmick replied that there was a study done in 2008 when prop planes,

which are louder, were prevalent. The new commercial air service change may increase commercial flights by about 2,000 flights a day. Councilmember Aslan stated that he had not noticed a change in the noise level in his neighborhood, which borders the airport.

Councilmember Whelan stated that she loves flying out of the Flagstaff airport and thanked airport staff for their positive attitude.

Ms. Hansen stated that additional signage will be added to the airport to mitigate traffic. An additional restroom and beverage service will be available after the security checkpoint to increase security efficiency.

Councilmember Odegaard stated that he was looking to book a flight with the new routes. He asked about the competitiveness of the prices of flights. Mr. Helmick stated that the competition is there right now and that there are sweet spots to buy tickets between six to eight weeks before your flight. He purchased a flight for $236 to Monterey, CA.

7. Update to the Work Programs for Comprehensive Planning and Development Codes (Zoning, Subdivision, and Related Codes)

Zoning Code Manger Daniel Symer, Comprehensive Planning Manager Sara Dechter, and Planning Manager Tiffany Antol reviewed the updates to the work programs and the program updates. Ms. Antol stated that the last time an update was given to Council was in January 2018. The objectives were: to increase familiarity with the Work Program and Development Codes; introduce Daniel Symer as the new Zoning Code Manager; review projects and plans; and receive feedback on program priorities from Council.

Mr. Symer thanked the Council and led the first section of the presentation. He stated that he has been in planning for 21 years and is happy to be a part of the City of Flagstaff. He explained that the Zoning Code Manager lives in the Implementation zone of the planning pyramid and works to make the community a better place. Implementation is based off the zoning codes, the Regional Plan, and the policies currently in place and Mr. Symer's role is to ensure that policies can be implemented. He explained the primary responsibilities of the Zoning Code Manager adn that he works as the Zoning Code Administrator for Development Codes which includes Intra-City Coordination and Assistance, Public Assistance, and working as the Board of Adjustment Liaison. He also works on the development of code amendments; and works with project management including variance applications and zoning verification.

Mr. Symer gave an overview of Zoning Code Manager accomplishments which included: an amendment to the conditional use permit approval process, West University Drive entrance sign district, comprehensive review of the zoning code to identify inconsistences, coordinating with the City Clerk’s office and the city’s codifier to correct codification errors and inconsistencies, and drafted code revisions. The code was vetted against the existing code by a consultant before Mr. Symer came on board, which was a great help to him when he started. The code review created three updates to the current codes. There are currently two codes with the codification company that are being published and one with legal at the time of this update.

Mr. Symer reviewed the Planning & Zoning Projects Timeline and gave examples of individual projects that makeup the high-level program description. The codes will be reviewed based off the established timeline that he presented and reviewed for Council. He gave an example of the lighting code when discussing the implementation issues in the projects timeline. He stated that codes need updates to get caught up with technology and that all the codes crossover each other. As they work on each plan, a code may be affected by those changes in multiple plans. Having an overlap in the projects timeline helps focus the project all the way through

and the plan is contingent on funding a consultant.

Mr. Symer reviewed the Zoning Code Program key points. He touched on the existing code implementation and enforcement issues and reiterated that the proposed work program timeline is reliant on funding the existing consultant

Mayor Evans commented that over the years she has asked for the Regional Plan to be linked to the Zoning Code for the lay-person to be able to use. She would like to see that implemented. For example, she would like to see the high-density areas in the Regional Plan link to the high-density zoning codes. Mr. Symer stated that it is challenging because there is an outside codifier. He suggested linking the area in the Regional Plan to a main page that has a directory for the codes. Mayor Evans stated that she has seen this in other municipalities. She feels that this would be very useful to the community.

Vice Mayor Shimoni expressed that he is looking forward to the work ahead and excited to see the accomplishments. He advocated to place High Occupancy Housing (HOH) and bed ratios as a top priority and asked where they currently lie in the timeline. Mr. Symer stated that the priority is high, and HOH is listed in the administrative modifications. He would like to tackle it this year, potentially starting in the summer. He also has the bed ratios as a priority project.

Councilmember Whelan added that it is good to have Mr. Symer on board. She appreciates Mr. Symer taking the time to work to change the code only once. She stated that she was partially elected based on her stances on zoning codes that allowed for buildings that are not appropriate in the area they were built that brought parking issues to the community. She would like to complete the zoning updates for the “bigger fires” soon. She asked how to do this in a timely way. Mr. Symer responded that parking is on his list as a priority. He is working on getting a base-line on parking and has handed off a big chunk of that for review. Parking and dwelling units are a priority for him. The consultant will need to be on board because it takes a lot of field work to complete the studies needed and Mr. Symer believes having an independent analysis would be beneficial for the community. The 60 foot height restriction has been in place for 50 years and needs to be addressed. He asked that specific zoning concerns be sent to the City Manager. Councilmember Whelan stated that redoing a map of the zoning code would be something the Council would be ready to tackle today. She would love to see movement forward and is afraid that the changes to the code are being put off. Mr. Symer stated that there are some areas that may be able to move forward soon. Councilmember Whelan asked if Mr. Symer could be the delegator of the sections to consultants. Mr. Symer stated that this is the idea and he will be focusing on the administrative modifications. The idea is to delegate the assignments and get the base-line information collected first.

Councilmember McCarthy stated that the most common concern he received when campaigning was land use issues. He stated that the push back against inappropriate land use needs to be harder. When budget time comes, he stated that he believes that the Planning section needs to have additional staff since the workload is demanding and more help may be needed to move along faster. He stated that the headcount may need to be increased.

Vice Mayor Shimoni addressed the “little brush fires” and stated that until those are dealt with he does not know why the focus should be on cleaning up. Mr. Symer stated that the amendments he is working on are to minimize the City’s vulnerability. The redundancy will be reduced at the same time.

Mayor Evans clarified that the reason that changes are taking longer than the Council would like to see is to ensure that a change to code does not exacerbate other areas of the code.

Councilmember Odegaard thanked Mr. Symer. He stated that the Zoning Code booklet is

thicker than the budget book. He added that he hopes for an element of education for the community, especially on lighting, rather than enforcement first.

Ms. Sara Dechter resumed the presentation. She stated that the Comprehensive Planning Program encompasses the Regional Plan area and the specific plans area of the planning pyramid. Ms. Dechter does project management for area plans and specific plans; inter- and intra-government coordination and Regional Plan implementation; and Regional Plan amendments and development application review. She works with the Current Planner to make sure analysis is consistent with the Regional Plan. For the next two years, Ms. Dechter's focus will be re-centered on the census. The census, which occurs every ten years, increases the distribution of time she spends on inter- and intra-government coordination. Ms. Dechter shared her other duties as well.

She also covered the Comprehensive Planning accomplishments, including completion of the High Occupancy Housing Plan, the public participation opportunities for the Southside Community Plan, the formation of a joint Census Team, and the 4th Regional Plan Annual Report. Ms. Dechter shared the Planning & Zoning Projects Timeline for the Comprehensive Planning Program work. She anticipates that the Census and the Bus Rapid Transit Program will impact the timeline and has adjusted the timeline accordingly in this presentation.

Mayor Evans asked if other planners are involved in these projects. Ms. Dechter responded that there is an Associate Planner and that he takes on some projects for her. Ms. Dechter is the Comprehensive Planner and is assisted by the Associate Planner. About 60% of the Associate Planner's time is dedicated to this program. She also has two interns. There is not a specific Neighborhood Planner.

Mayor Evans inquired about the La Plaza Vieja plan. Ms. Dechter replied that the La Plaza Vieja neighborhood requested a zoning code change that creates a character overlay for home design. The neighborhood wanted the City to consider the character overlay for the historic district. Mayor Evans clarified her understanding that Ms. Dechter's department works to complete the plan to bring it to Council for possible approval. If approved, the plans go back to Zoning and other departments. Ms. Dechter added that the La Plaza Vieja plan included park improvements, transportation, and infrastructure improvements. All of the projects have come from the neighborhood plan.

Mayor Evans inquired on who monitors the work. Ms. Dechter stated that her department monitors the work and reports it in the Annual Report given in June and at neighborhood association meetings. She gave examples of grants that were received by the neighborhood associations. She stated that if there was a neighborhood planner, that the planner would be able to focus on grants. Mayor Evans stated that she wanted to know how the process worked and that only about 5% of Ms. Dechter's time is dedicated to neighborhood planning.

Ms. Dechter continued the presentation and addressed neighborhood planning and discussed community trust, community cohesiveness, and capacity building within a community.

Councilmember Whelan asked if neighborhood plans can take years to complete how that reconciles with neighborhood trust. She stated that in her experience that the connections are integral, but with Ms. Dechter's time being so restricted, how does that work. Ms. Dechter stated that it is a concern and that the Southside Neighborhood is a different type of project. They have asked for staff to slow down and do a four month pause with the community's support. She values having the community involvement in creating a timeline. Right now, the Southside plan is getting ready to hold an open house on March 30 which will kick off a planning session. It was impossible to move forward with the plan without a deep understanding of the neighborhood's history. There are 64 single business in the Southside neighborhood and 32 businesses responded to a survey.

Ms. Dechter continued the discussion on the Southside Neighborhood Plan. The plan would be delivered by December 2019 at the earliest or by February 2020 at the latest. However, there was a pause in the Southside plan to start early implantation including: parking and street management on Fountaine Street, addition of at least six new streets into the residential Park Flag parking program with three more in the queue, handicap accessible on-street parking, storm water regulation education (especially insurance), bulk trash education and operations, communication with NAU students, and trash clean-ups with sustainability staff. Mayor Evans and Councilmember Whelan did a walking tour with staff in the neighborhood.

Ms. Dechter covered the Census 2020 Coordination. She stated that there is a new recruitment coordinator located in Flagstaff and that the lease for an office will hopefully be signed soon. Flagstaff and Coconino County have more applications than Tucson and Phoenix per positions, which shows that outreach is working well. One of the challenges of hiring for the census is that background checks are about 12 weeks behind due to the Federal government shutdown. Mayor Evans suggested that the City's Indigenous Coordinator might be able to assist with census recruitment for Navajo speakers. Ms. Dechter informed Council that NAU's Spring Communications capstone project is designed to work on campus outreach strategy. New technology will be implemented in the 2019 census, and a Volunteer and Event Coordinator will be hired on a temporary basis. The 2020 outreach is a City-wide priority.

Mayor Evans asked why Ms. Dechter's department oversees the census rather than someone who has their sole purpose as the census, perhaps someone jointly employed with the County. She has heard complaints that neighborhood planning and implementation of plans takes too long, and she is concerned that the census will pull the department away from City priorities. City Manager Goodrich stated that the Census comes up only once every ten years. She also stated that Ms. Dechter picked up the torch of the census, and that her expertise has been instrumental in the continuation of the project with changes in staff and duties. Mayor Evans would like to see if there is a better way to handle the distribution of duties. Ms. Goodrich and Ms. Dechter will look to see if there is other staff that can assist. Ms. Dechter went to Maricopa County for census training and requested that census training be brought to northern Arizona since it had never been held here. She stated that because of her education, she has expanded on the needs of the census. Mayor Evans stated that she feels that if the census is this important, that there needs to be more staff to assist. Councilmember Whelan added that Ms. Dechter is the perfect person to deal with the Census. Mayor Evans stated that if Ms. Dechter is the perfect person for all things, it limits her ability to accomplish goals. Other staff may be able to step up and work on these projects.

Vice Mayor Shimoni asked about the canvassing that was done in the Southside. Ms. Dechter replied that staff went door-to-door with a survey and staff met one-on-one with families. The findings were reported in June. There was a public workshop that attracted 30 people which was not considered successful. It was determined that there needed to be more information about the demographics of the neighborhood and that canvassing would be the best way to collect the information. Vice Mayor Shimoni also asked about the turnout at community events. Ms. Dechter stated that the attendance was variable. The attendance of the workshops was between 18 and 45 attendees per event. Going door-to-door was more successful for staff than the workshops. Vice Mayor Shimoni asked what efforts were done for advertising the events. The zoning code requires a physical mailer to about 700 addresses. The mailings were expensive, so staff tried to create a document that advertised multiple events. Social media was also utilized. One to two mini-videos were produced. Door hangers were effective as well. The required notices also include an advertisement in the paper and a sign at the physical location (Murdoch Center). Vice Mayor Shimoni asked about the cost of the mailing and inquired about the social media costs. Ms. Dechter replied that she had a $45 budget for social media and she heard that most people learned about the meetings through mailers and door hangers. She did not have the cost of the mailers on hand. Mayor Evans stated that the

meeting she attended had a lot of students, but not a lot of older people. She felt that the older people and families who have been in the neighborhood for multiple generations were not reached because they are not available through social media. In her opinion, the most effective method of outreach in the Southside neighborhood is door-to-door canvassing and door hangers. Vice Mayor Shimoni advocated for mini-videos to summarize the meetings and asked about the facilitation support. He was curious about the cost of the facilitation and Ms. Dechter was not sure on the cost. He also asked if there are plans regarding the J.W. Powell corridor. Mr. Symer stated that it is on the budget list. He wants to tackle the subdivision ordinance to address that area specifically.

Mayor Evans called a five-minute break at 8:05 pm and called the meeting back to order at 8:09 pm.

Jesse Dominguez added a public comment. He stated that he is proud of La Plaza Vieja Neighborhood Specific Plan. The new park at Old Town is a point of pride for the neighborhood. He thanked City staff, City Council, Ms. Dechter, and everyone else as well for their work in his community. He stated that the La Plaza Vieja neighborhood is willing to help with the Southside Plan and that they have a lot in common with the Southside neighborhood. He stated that the plan is working and that there are professional people and families returning to the neighborhood. He had a shuttle driver pick him up yesterday at his home and stated that the driver was impressed with the community cohesiveness. He again thanked the City and staff.

8. Continued support of prior council resolutions supporting the ban on mining around the Grand Canyon.

City Manager Goodrich stated that the Grand Canyon Trust is traveling to Washington D.C. for a legislative trip and has asked Council to renew their support on the ban on mining around the Grand Canyon. Ms. Goodrich read the titles of Resolution 2017-32 and Resolution 2018-06 that supported the temporary ban of uranium mining around the Grand Canyon.

The following individuals addressed the Council in support of the ban on mining around the Grand Canyon.

- Steve Finch, representing FLRTA
- Joe Shannon
- Roger Clark

Comments received included:

- Supportive of restricting mining for uranium at the Grand Canyon
- Representative Thorpe has introduced an initiative to open mining everywhere regardless of location and FLRTA is not in support of that.
- Supportive of Representative Thorpe's initiative to clean up mining tailings.
- Asked Council to consider another resolution to support the initiative by Representative Grijalva that would permanently ban mining at the Grand Canyon.

Mayor Evans stated that the City Manager is looking for affirmation for the ban of mining around the Grand Canyon. A majority of Council stated that they are in support of the ban of mining around the Grand Canyon.

Councilmember McCarthy stated that he would like to ban transportation of uranium. If any transportation of uranium does occur, then he would like to ensure that transportation happens in sealed trucks rather than trucks covered with tarps. He would like to explore this in the

future as a new resolution.

Mayor Evans stated that Council is in support of creating a resolution to support Representative Grijalva's bill. Ms. Goodrich will place that on a future agenda.

9. **Discussion/Direction:** Current Issues Before Arizona Legislature and Federal Issues.

Acting Assistant to the City Manager Cliff Bryson gave a presentation on a state legislative update that covered. The City's State Lobbyist Richard Travis joined the presentation via phone. Mr. Bryson provided a negative impact list and a list of good bills and bad bills. Highlights were:

- Over 3,000 bills submitted this session
- Bills are now in cross reference (Bills that were in the Senate are now in the House and vice versa)
- Mr. Bryson reviewed the negative impact bills and the "good and bad" bill list.

Mayor Evans inquired about HB 2455, the State Aviation Fund and why it is an issue. Mr. Travis answered that the State Aviation Fund has been swept for several years and that has been a problem. The bill would stop the sweep of the aviation funds and allow municipalities to apply for the FAA match which is a 10 to 1 match for state funds to federal funds when there is state money available. The funds would be used to support airports. By sweeping that money, the onus for repairs at airports is passed onto the cities.

Vice Mayor Shimoni asked about the minimum wage reduction for students and Mr. Travis stated that he does not think that bill stands a chance this year.

Mayor Evans asked again about the Aviation Bill and if staff is concerned. Ms. Hansen stated that the aviation funding could help with major infrastructure. Mayor Evans asked for more information on this bill so that Council could advocate more on it. Mr. Travis stated that Representative Campbell from Prescott created an aviation caucus and that he would be more than happy to attend that and push this issue more.

Councilmember Odegaard asked about SB 1225. He asked if the House will see it to vote on it. Mr. Travis does not believe that the bill will see the light of day due to the politics of that Chamber.

Vice Mayor Shimoni asked what the next steps are moving forward and what the general timeline is. Mr. Bryson stated that staff would like to keep Council up to date on these bills as soon as possible. If there is action that Council would need to take, they will be able to move quickly with these updates. Mr. Travis added that if there are any specific questions, send them to Mr. Bryson or the City Manager and they will get them to him right away. Mayor Evans added that a delegation will be traveling to Phoenix in the future and Mr. Travis added that this date will be determined.

Councilmember Whelan added that after the initial visit, a thank you note with two or three items they discussed should be sent to the legislative representatives. Mr. Bryson will draft a thank you letter.

10. **Public Participation**

None.

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

Vice Mayor Shimoni attended a Census 2020 meeting with Ms. Dechter and members of the County. It was an impressive meeting with about $75,000 being spent by each entity on the Census.

Councilmember Aslan reported that he attended the NAIPTA Board meeting and it was a great conversation. He stated that he is excited to work with NAITPA. He also stated his appreciation to the City and staff for surviving Snowpocalypse 2019. He also feels that pedestrian safety may need to be discussed in the future in regards to snow and inclement weather events.

Councilmember Odegaard also thanked City Staff for the work on cleaning up the snow. He was shoveling snow off the roof of his store when Ms. Goodrich called him for his signature on the emergency declaration. He thanked Councilmember McCarthy for attending a Boy Scout event with him.

Councilmember Salas stated that she joined the Mayor, Councilmember Odegaard, and Councilmember Whelan at the state legislative trip and that it was an honor. She thanked the staff who presented that evening and the Streets Department and staff that worked the snow event. She also thanked the Flagstaff Police Department for their work during the snow event. She is proud to have seen Flagstaff's Mayor at the Grand Canyon event in support of uranium mining ban.

City Manager Goodrich also thanked the Streets Department as well as the Airport Department and Parks Department for the snow removal.

Mayor Evans also thanked staff for their work. She also stated that she went on a trip to Mexico City with Business Attraction Manager Gail Jackson to advocate for business opportunities with Mexico. It was a fascinating trip and Mayor Evans stated that Gail Jackson is a wonderful representative for the City of Flagstaff.

12. Adjournment

The Flagstaff City Council Work Session of February 26, 2019, adjourned at 9:09 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

7. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	04/11/2019
Meeting Date:	04/16/2019

TITLE:

Consideration of Appointments: Parks and Recreation Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring August 2021.
Consideration of an appointment to a recently resigned seat for a term expiring August 2021.

Executive Summary:

The Parks and Recreation Commission consists of seven (7) citizen members. The Parks and Recreation Commission makes recommendations to the Council regarding City parks and recreational programs, the annual budget and capital improvements for the Parks and Recreation Divisions. There is currently one available seat due to the resignation of Brian Semonian. We received an additional resignation from Tim Behrens on April 9, and we would like to explore the possibility of making a second appointment at this time. Staff generally brings more applicants than seats available to the Council for appointments. Due to the timing of this resignation, we wanted to make Council aware that there are now two seats available on this commission. If Council would like for staff to bring back additional applications for the second vacancy, staff can schedule that appointment at a later date. 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 two applications on file for consideration by the Council, they are as follows:

Steven Flanagan (new applicant)
Aurelia Yazzie (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: Mayor Evans and Councilmember Odegaard.

Financial Impact:

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

Policy Impact:

None

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

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

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1) Appoint one Commissioner: By appointing one member at this time, the commission will be at full membership and able to continue to meet and provide recommendations to the City Council.
2) Table 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 by City staff have occurred, informing others of these vacancies through word of mouth.

Attachments: P&R Authority

CHAPTER 2-03
PARKS AND RECREATION COMMISSION

SECTIONS:

2-03-001-0001 COMMISSION CREATED; MEMBERS:
2-03-001-0002 TERMS; VACANCIES; COMPENSATION:
2-03-001-0003 ORGANIZATION AND RULES:
2-03-001-0004 POWERS AND DUTIES:

2-03-001-0001 COMMISSION CREATED; MEMBERS:

There is hereby created a Parks and Recreation Commission for the City, consisting of seven (7) members appointed by the City Council. (Ord. No. 2007-11, Amended 02/06/2007; Ord. 2014-28, Amended, 11/18/2014)

2-03-001-0002 TERMS; VACANCIES; COMPENSATION:

Terms of the appointed members shall be for three (3) years.

The Council shall fill vacancies for the unexpired term of any of the members of the Commission and no member of the Commission shall receive compensation for services thereon. (Ord. 1475, 2-3-87)

2-03-001-0003 ORGANIZATION AND RULES:

Upon the taking effect of this Chapter, and when appointed, the members shall meet and organize and elect a Chairman to serve for one year with a new Chairman being elected each succeeding year. The Commission may adopt by-laws, procedures and standards for the operation of the Commission not inconsistent with the provisions of this Chapter. A quorum shall consist of four (4) voting members. The Commission shall meet not less than four (4) times each year.

(Ord. No. 2007-11, Amended 02/06/2007)

2-03-001-0004 POWERS AND DUTIES:

A. The duties of the Commission shall be to advise the Council, through periodic written reports to the Council, recommending policy direction on City lands, structures and facilities that are set aside or should be set aside or dedicated to recreational purposes, including but not limited to parks, swimming pools, playgrounds, playing and sports fields and golf courses. The scope of the activities of the Commission shall also include but not be limited to advising and recommending policy direction in activities involving recreational and cultural pursuits of the elderly and the young and to otherwise employ in constructive and wholesome manner leisure time of the citizens.

B. The City Council may consider the advice and recommendation of the Commission and thereafter give direction through the City Manager to implement the recreational program as they see fit.

C. The Commission shall review and make recommendation on the annual budget of the Parks Section and Recreation Section prior to the submittal thereof to the City Manager.

D. With respect to the parks and recreation portion of the Bed, Board and Booze Tax allocated under Chapter 3-06, Hospitality Industry Tax Revenues, the Commission shall make recommendations to the Council concerning the annual budgetary allocation of the parks and recreation portion of this tax, to include but not be limited to:

1. Developing parks and recreation facilities, and programs as needed to benefit the community and its visitors.

2. Funding for the Flagstaff urban trails system development and maintenance.

3. Developing, acquiring and distributing material to promote parks and recreation.

4. Retaining of appropriate staff to implement approved programs.

E. For purposes of subsection (D) of this section, "parks and recreation" means the development and management of public parks, recreational facilities, and programs which are available to the residents and visitors including funding the Flagstaff urban trail system. (Same meaning as set forth in Section 3-06-001-0001.) (Ord. 865, 12-12-72; Ord. 1335, 10-16-84; Ord. 2015-22, Amended, 01/05/2016)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	04/11/2019
Meeting Date:	04/16/2019

TITLE:

Consideration and Action on Liquor License Application: Stephen Buysse, "Famous Pizza", 104 E. Route 66, Series 07 (Beer and Wine Bar), New License.

STAFF RECOMMENDED ACTION:

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

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

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 07 beer and wine bar license allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. Series 07 licenses must be obtained through the person and/or location transfer of an existing license from another business.

Famous Pizza and Beer has been operating with a Series 12 liquor license since January 2017. The business received a Series 07 license through the liquor license lottery and the business would relinquish their Series 12 license as soon as the Series 07 application is approved. If approved, it will be one of the 23 active series 07 licenses in Flagstaff. Series 07 licenses are quota licenses. To view surrounding liquor licenses, please visit http://map-flagstaff.opendata.arcgis.com/

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

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

Policy Impact:
Not applicable.

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

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

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

The deadline for issuing a recommendation on this application is May 15, 2019.

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

Community Involvement:
The application was properly posted on March 29, 2019. No written protests have been received to date.

Attachments:
Famous Pizza - Letter to Applicant
Hearing Procedures
Series 07 Description
Famous Pizza - PD Memo
Famous Pizza - Code Memo
Famous Pizza - Map

OFFICE OF THE CITY CLERK

April 2, 2019

Famous Pizza
Attn: Jared Repinski
PO Box 6252
Chandler, AZ 85246

Dear Mr. Repinski:

Your application for a new Series 07 Liquor License for Famous Pizza located at 104 E. Route 66 was posted on March 26, 2019. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, April 16, 2019 which begins at 4:30 p.m.**

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

The twenty-day posting period for your liquor license application is set to expire on April 15, 2019 and the application may be removed from the premises at that time.

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

Sincerely,

Stacy M. Fobar
Deputy City Clerk

Enclosure

City of Flagstaff

Liquor License Application
Hearing Procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

License Types: Series 07 Beer and Wine Bar License

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

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

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

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

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

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

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

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

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

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

Chief of Police
Kevin D. Treadway

MEMORANDUM

Memo# 19-017

TO **Interim Chief Musselman**

FROM **Sgt. Collin Seay**

DATE **April 1st, 2019**

REF **LIQUOR LICENSE APPLICATION – SERIES 7- FOR "Famous Pizza & Beer"**

On April 1st, 2019, I initiated an investigation into an application for a series 7 (Beer and Wine Bar) liquor license filed by Jared Repinski (Agent), Stephen Buysse (Controlling Person), Kimberly Buysse (Controlling Person), Bryan Buysse (Premises Manager), Max Fiori (Premises Manager), and Wynonna Buysse (Premises Manager) for Famous Pizza and Beer. Famous Pizza and Beer is located at 104 E Route 66, and it has been operating with a Series 12 (Restaurant) liquor license (#12033417) since January of 2017. I contacted Jared over the phone, and he advised me the business received a Series 7 liquor license in the liquor license lottery. He said the business would relinquish their Series 12 license as soon as the Series 7 application is approved. The Series 7 license allows the business to sell beer and wine to customers for consumption offsite and within the licensed premise while the Series 12 license allows the business to sell beer, wine, and liquor for consumption within the licensed premise only.

I conducted a query through local systems and public access on Stephen, Kimberly Buysee, and Wynona Buysee and no derogatory records were found. Bryan Buysse disclosed in his application that he was charged with Extreme DUI in 2016. Max Fiori disclosed he had been arrested on a misdemeanor drug charge in 2015, but the case was dismissed with prejudice since he completed a deferred prosecution program. I could not locate Max or Brian's arrest in a public records search. Jared advised that all applicants on the application have attended the mandatory liquor law training course. Patrick and Kimberly currently own and operate two other Famous Pizza restaurants with Series 7 liquor licenses (#07135001 and #07130028) located in Sedona. I located an administrative violation issued to Famous Pizza on September 29, 2015. The

violation was for no manager's agreement form on file and knowledge of liquor laws and rules. The fine was paid. I was unable to locate any liquor violations against the Buysse's Series 12 license since being in Flagstaff since 2017.

Jared advised me Famous Pizza would continue to sell beer and wine in the restaurant with their new license, but they would also sell packaged beer to guests for consumption off-site and deliver packaged beer to their guests off-site. Stephen advised that a majority of their off-site consumption sales occur in the restaurant, and their delivery of beer to guests at their stores in Sedona is very limited. Jared said the Buysse's obtained him as an agent for this license since it will be their third Series 7 license, and they put Wynnona, Max, and Bryan on the application as Premises Managers to assist them with this third license and to help comply with all liquor laws. Jared advised me that Stephen would be present at the April 16th, 2019 council date.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Tiffany Antol, Interim Planning Director

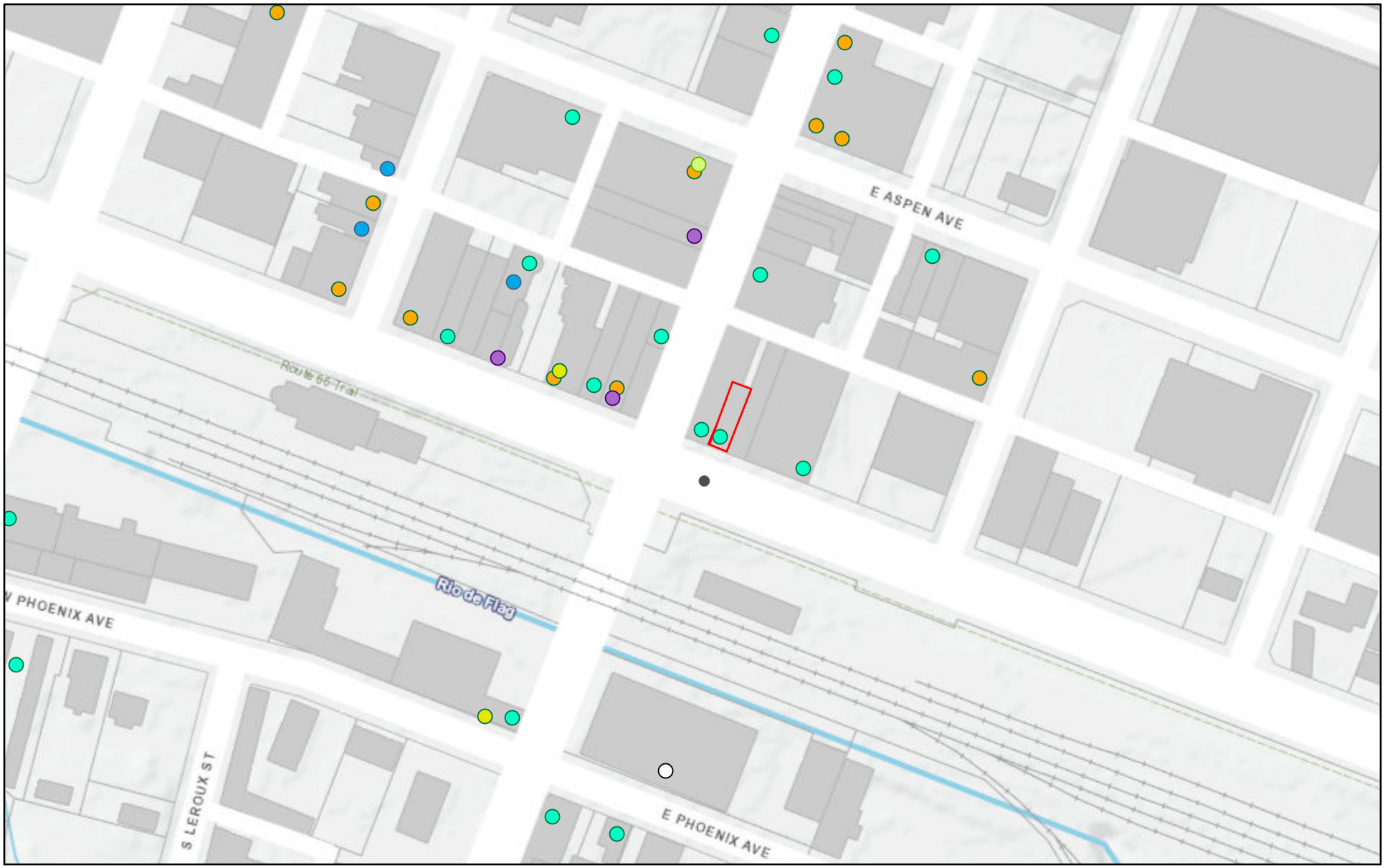
Date: March 28, 2019

Re: Application for Liquor License #56298
104 E. Route 66, Flagstaff, Arizona 86001
Assessor's Parcel Number 101-21-011
Stephen Buysse on behalf of Famous Pizza

This application is a request for a new Series 07 Beer & Wine liquor license by Stephen Buysse on behalf of Famous Pizza. This business is located within the Central Business 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.

ArcGIS Web Map



4/2/2019, 12:30:02 PM

Liquor Licenses

- Bar
- Beer and Wine Bar
- Beer and Wine Store
- In State Microbrewery
- In State Craft Distillery
- In State Producer
- Restaurant

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Web AppBuilder for ArcGIS

9. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Chad Smith, Special Services Supervisor, Police Department

Co-Submitter: Jessica Bryson

Co-Submitter: Jennifer Brown

Date: 04/11/2019

Meeting Date: 04/16/2019

TITLE:

Consideration and Approval of Contract: To purchase two (2) 2020 Ford Police Interceptor Utility Hybrid vehicles, in the amount of $79,819.96 from Babbitt Ford Lincoln Mercury. It should be noted the aforementioned total includes the local Transaction Privilege Tax (2.051%) and the actual cost to the City will be $78,215.75.

STAFF RECOMMENDED ACTION:

1. Approve the contract award to Babbitt Ford for the purchase of two (2) 2020 Ford Police Interceptor Utility Hybrid vehicles at a total of $79,819.96 (includes all applicable taxes and fees).
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City of Flagstaff Police Department seeks to purchase two (2) police vehicles. This purchase is needed to help maintain a healthy and functional police fleet, as well as help the City meet its Climate Adaptation Plan. The acquisition of these two (2) vehicles has been approved by the Fleet Management Committee as well as the Budget Committee.

Financial Impact:

The Police Department currently has $84,593.90 within the current fiscal year budget to pay for this purchase in account 001-04-061-0221-2-4401. With the purchase of these two (2) vehicles, two (2) older, non-hybrid vehicles will be rotated out of the police fleet and sent to auction.

Policy Impact:

There is no known or projected impact to policy regarding this matter.

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

Council Goals-
Personnel: Attract and Retain Quality Staff

Transportation and Other Public Infrastructure: Replace Aging Infrastructure

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

Strategic Plan-
Provide Exceptional Service: Provide employees with tools, training, and support.
Invest In Our People: Ensure effective resources for employees.

City of Flagstaff Climate Adaptation Plan

Previous Council Decision on This:

None

Options and Alternatives:

1) Approve the contract award to Babbitt Ford for the purchase of two (2) 2020 Ford Police Interceptor Hybrid Utility vehicles in the amount of $79,819.96.

2) Not approve the purchase of the Police Interceptor Hybrid Utility and request a formal Invitation For Bid for the gas-only Police Interceptor Utility vehicle.

Background/History:

Police vehicles are subject to rigorous use conditions ranging from 10 to 24 hours per day; some vehicles may even go more than 24 hours with continuous patrol use. Failure to purchase new vehicles and replace aging vehicles, will result in fewer available patrol cars and extended patrol car downtime due to mechanical failure.

On February 12, 2019, the Purchasing Section posted an Invitation for Bids solicitation on the PlanetBids website and advertised in the February 17 and February 24, 2019 Arizona Daily Sun newspaper. There were three (3) bids that were received for the Police Intereceptors, which were opened on March 5, 2019. Babbitt Ford was considered to be the lowest and responsible bidder. The contract term is for one (1) year to allow for additional purchases, if needed, within the term.

Key Considerations:

On March 5, 2019, three (3) bids were received for the vehicles. The summary results are listed below:

Babbitt Ford, LLC: $79,819.96
Tates Ford Lincoln, Inc.: $79,837.15
Peoria Ford, LLC: $82,162.41

Ford started production on the first Hybrid Police Interceptor vehicles in March 2019; we anticipate our order will not be put into production until June or July of 2019. Once an order is put into production, these vehicles take 12 to 16 weeks to obtain; this is because the vehicles are built to the buyer's

specifications from the factory. In addition to lead time from the factory, they take another four weeks (per unit) to have them built into a functional patrol vehicle.

The purchases being recommended has been reviewed and approved by both the Fleet Management Committee and Budget Committee. Approval of these purchases will help ensure a functional patrol fleet and continue to move the City towards meeting its Climate Adaptation Plan goals.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

Sustaining a reliable police fleet helps minimize vehicle downtime, effectively maximizing the number of police vehicles available for use, which may result in faster response times and an elevated level of service to our citizens. Moving to the hybrid platform will also help reduce fuel consumption and reduce our community's carbon footprint.

Community Involvement:

Inform

Expanded Options and Alternatives:

The Flagstaff Police Department had been using the Ford Interceptor Taurus Sedans, but made an informed decision to move to the utility vehicle platform in 2015 for a multitude of reasons (see below). Nationwide, you will see the same trend from other police agencies. Flagstaff strives to be on the leading edge of technology by moving to the Interceptor Hybrid Utility platform; we recognize the value of the hybrid vehicles and are committed to providing our employees with top-performing technology.

Since our transition to the utility platform in 2015, we have been very pleased with its safety, performance and comfort afforded to the officers, who spend the majority of their 10+ hour day in a vehicle. We anticipate a smooth transition to the Interceptor Hybrid Utility and feel this will strike an ideal balance of safety, performance, comfort and an eco-conscious approach to fleet management.

DESIGN:
*When compared to the sedan, the Interceptor utility boasts in increased clearance for more safely traversing high water and rough roads.

*The Interceptor Hybrid Utility is equipped with stability control, which assists in weight distribution when turning, whereas the sedan is not.

*The Interceptor Hybrid utility has more cargo space than the sedan (evacuation of children, people and animals) and is capable of safely hauling an extra 330 pounds of cargo.

*The elevated viewing position of the Interceptor Hybrid utility assists the officer in seeing over cars at stop signs and when approaching intersections; officers don't need to enter as far into an intersection to ensure all vehicles are stopped before proceeding, which is particularly important when responding to an emergency call.

ERGONOMICS:
*Approximately 50% of patrol officers are 6'0" or taller, the Interceptor Hybrid utility affords an easier ingress and egress to the driver's seat.

*The Interceptor Hybrid utility provides increased leg and hip room compared to the Interceptor Hybrid sedan.

VISIBILITY:
*The Interceptor Hybrid utility can have red/ blue lights placed under the lift gate, so when the rear cargo area is accessed, those lights help keep the rear of the utility illuminated (as the light bar atop the vehicle is often obstructed when the rear hatch is up). Lights under the trunk of the sedan cannot be installed; when the sedan trunk is open, the light bar becomes obscured and there is no additional lighting under the trunk to replace it.

*After outfitting is complete, from a driver perspective, there are fewer blind spots in the Interceptor Hybrid utility than in the sedans.

TACTICS:
*The Interceptor utility has a higher profile and larger body, which provides additional cover/ concealment for officers during armed confrontations or in rescue situations.

CRASHES:
*Based on a review of collision related deaths, due to increased weight, drivers in a utility platform are 7.6 times more likely to survive a head-on crash, when compared to a sedan.

*The Interceptor Utility is the only police platform vehicle rated to sustain an impact up to 70 mph to the rear end and not cause potentially life-threatening deformation or crushing into the main cabin.

Attachments: 2019-83 Two (2) Ford Police Interceptors

CITY OF FLAGSTAFF

CONTRACT FOR PURCHASE OF TWO (2) FORD POLICE INTERCEPTOR UTILITY HYBRID VEHICLES

Contract No. 2019-83

This Contract is entered into this _____ day of _____, 2019 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Babbitt Ford L/M, LLC, a State of Arizona company ("Contractor").

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

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

1. Scope of Work: Contractor shall provide **TWO (2) FORD POLICE INTERCEPTOR UTILITY HYBRID VEHICLES**, subject to all terms, conditions, and specifications provided in the response to this Solicitation and in the Scope of Work attached hereto as *Exhibit A.*

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor **$79,819.96,** plus applicable warranty costs. Any price adjustment must be approved in writing and approved by the parties. The City Manager or his designee (the Purchasing Director) may approve an adjustment if the Contract price is less than $50,000; otherwise City Council approval is required.

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

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

5. Insurance: Contractor shall meet Insurance Requirements of the City as set forth in *Exhibit D.*

6. Contract Term: The Contract term will be for one (1) year from the date the Contract is signed. This one-year term will allow for additional purchases by the Fleet Committee if needed within the term.

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

To the City:	To Contractor:
Jessica Bryson	Nick Cashatt
Senior Procurement Specialist	Fleet Manager
City of Flagstaff	Babbitt Ford L/M, LLC
211 W. Aspen Ave.	11 N. Verde St.
Flagstaff, Arizona 86001	Flagstaff, Arizona 86001
Email: jbryson@flagstaffaz.gov	Email: nickcashatt@babbitt-ford.com

With a copy to:

Chad Smith
Special Services Supervisor
Flagstaff Police Department
911 E Sawmill Rd.
Flagstaff, Arizona 86001
chadsmith@coconino.az.gov

With a copy to:

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

CONTRACTOR

_____

Print name: _____

Title: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued: _____, 2018

EXHIBIT A

SCOPE OF WORK

Two (2) Ford Police Interceptor Utility Hybrid Vehicles

BACKGROUND: The Police Department is seeking to purchase two (2) Ford Police Interceptor Utility Hybrid Vehicles.

MATERIALS AND/OR SERVICES: The City seeks to purchase, and Contractor will supply: Two (2) Ford Police Interceptor Utility Hybrid Vehicles. The vehicles must include the following components:

K8A - Standard Hybrid Engine
43D - Dark Car Feature
51P - Spot Lamp Prep Kit (Driver Only)
55B - Blind Spot Monitoring
55F - Remote Keyless Entry (4 keys)
76R - Reverse Sensing System

Interior Color: Agate Black
Exterior Color: Agate Black

SCHEDULE: No schedule at this time.

SPECIAL TERMS AND CONDITIONS: Reserved.

SPECIFICATIONS: Reserved.

COMPENSATION: As approved by the parties in the resulting Contract.

EXHIBIT B

STANDARD TERMS AND CONDITIONS

IN GENERAL

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

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

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

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

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

MATERIALS

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

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

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

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

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

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

12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

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

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

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

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

PAYMENT

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

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

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

    Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by

the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

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

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

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

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

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

SERVICES

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

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

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

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

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

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

INSPECTION, RECORDS, ADMINISTRATION

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

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

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

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

INDEMNIFICATION, INSURANCE

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

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

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

CONTRACT CHANGES

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

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

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

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

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

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

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

EMPLOYEES AND SUBCONTRACTORS

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

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

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

49. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all state and federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor

agrees to assist the City in any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

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

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

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

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

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

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

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

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

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

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

MISCELLANEOUS

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

61. NOTICES: All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. A Notice may be sent by email as a secondary form of notice.

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

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

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

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

66. NO BOYCOTT OF ISRAEL: Pursuant to A.R.S. §§ 35-393 and 35-393.01, the parties certify that they are not currently engaged in and agree, for the duration of the Contract, not to engage in a boycott of Israel.

EXHIBIT C

SPECIAL TERMS AND CONDITIONS

1. WARRANTY: Contractor expressly warrants that all goods and services covered by this Contract shall conform to the specifications, drawings, samples or other description in this Invitation for Bids, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect and that goods and services of Contractor's design be free from defect in design. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor agrees to replace or to correct defects of any goods or services not conforming to the foregoing warranty promptly, without any expense to the City including shipping and transportation costs, when notified of such nonconformity by the City. In the event of failure by Contractor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the City thereby.

Contractor's product, service, and facilities shall be in full compliance with all applicable federal, state and local laws, statutes, ordinances, regulations, and standards, regardless of whether or not they are expressly referred to by the City.

Unless otherwise specified, the minimum warranty period shall be one (1) year from Contractor's installation or delivery of the warranted item. Contractor shall provide the City with a copy of the complete manufacturer's warranty information.

Contractor guarantees that the equipment offered shall be warranted as follows:

A. Contractor must send a copy of the warranty explaining clearly what parts and labor are warranted and the time period involved. Contractor is to state the name of the firm where warranty work is to be performed and the maximum number of hours to respond to a service request by a qualified technician arriving at the City of Flagstaff shop.

2. COMPLIANCE WITH THE SCOPE OF WORK: It is agreed that Contractor shall be fully responsible for making any corrections, replacements, or modifications necessary for specification or legal compliance. Contractor agrees that if the product or service offered does not comply with the terms and conditions of this Contract, the Purchasing Director has the right to cancel at any time with full refund within sixty (60) calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any incidental and/or consequential damages suffered by the City.

3. INTENT: These specifications cover the furnishing of the latest production model that has been proven and in field service for a minimum time period of one (1) year. All components are to be manufacturer's standard and no prototype units will be considered.

These specifications require the doing of all things necessary, or proper for, or incidental to the furnishings and delivery of said unit and associated equipment. All things not expressly mentioned in these specifications but involved in carrying out their intent are required by these specifications, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.

The Contractor is to submit a user list with in-service date, phone number, and person to contact that are currently using the equipment offered in this bid for consideration, so that if necessary, the City can view the equipment in operation.

4. **CONTRACT TYPE:** Firm Fixed Price.

5. **CONTRACT RENEWAL:** The City reserves the right to unilaterally extend the period of the contract for ninety (90) days beyond the stated expiration date.

6. **SUBSEQUENT PURCHASES:** The City, with the consent of the successful Contractor(s), reserves the right to purchase additional items as listed in this bid, if Contractor is willing to offer the same terms and conditions as submitted in this bid, for a period of twelve (12) months from the date of City Council approval.

7. **MISCELLANEOUS CHARGES**: If any other charges are applied to the unit, such charges shall be as stated on the bid form under "Miscellaneous Charges". No other charges shall be considered later.

8. **LIQUIDATED DAMAGES:** Liquidated damages shall be charged when the Contractor fails to deliver the specified equipment, fully operational as per the stated delivery date as provided on the Bid Form and as per the City of Flagstaff's delivery terms. Liquidated damages will be assessed at the rate of $200 per calendar day to commence after the agreed upon delivery date has expired.

9. **CONTRACT ADMINISTRATOR:** The Contract Administrator for the City shall be the Flagstaff Police Department Support Services Supervisor or designee. The Contract Administrator shall audit billings, approve payments, establish schedules, and generally be responsible for overseeing execution and the delivery of this Contract.

10. **INSPECTION AND PERFORMANCE TESTS:** Inspection of workmanship, materials, design and performance of the unit may be made at the Contractor's factory at the sole discretion of the City. The City will pay all expenses of its inspectors. However, the entire unit specified shall be subject to final inspection and acceptance by the City upon delivery at the City facility designated on the purchase order. The complete unit will be required to undergo a performance test before final acceptance. Any defects or failure to comply with any requirements of these specifications shall be immediately remedied by the Contractor at the Contractor's own expense before final acceptance.

11. **ACCESSIBILITY OF COMPONENTS:** All parts of the unit and auxiliary equipment shall be easily accessible for inspection, operation, and maintenance. All components shall be readily removable and replaceable. These features are considered mandatory and the unit will be closely inspected to assure conformance with this requirement.

    If, in the opinion of the City, any part or component is not readily accessible, or removable, the City may require the Contractor to correct the deficiencies at the Contractor's own expense, before acceptance.

12. **MARKING OF CONTROLS**: All operating controls, light switches, and controls for auxiliary equipment that may be installed on the vehicle, or at any other location on the unit shall be clearly and permanently marked and identified by means of identification plates.

13. **RECOMMENDED SPARE PARTS:** The Contractor shall furnish with each service manual a list of recommended spare parts. The list shall include all necessary data for ordering the parts. Parts furnished by other manufacturers shall be identified by the ordering data of the actual manufacturer.

14. **ACCEPTANCE:** Each item delivered shall be subject to a complete inspection prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Thirty (30)-calendar days shall be allowed for this process. If delivered equipment is returned to the Contractor prior to acceptance for any reason, additional periods of thirty (30)-calendar working days shall be allowed for inspection when subsequent deliveries occur. Any defects or failures to comply with any requirements of these specifications shall be immediately remedied; otherwise liquidated damages would be applicable as referenced herein.

15. **WEATHER CONDITIONS:** This product will be used at elevations from near sea level to 10,000 feet and ambient temperatures as high as 120 degrees and as low as – 40 degrees F. The product shall remain operational under these conditions. Each component of the complete unit shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit.

16. **BRAND NAMES:** If Solicitation refers to a specific manufacturer, brand, make or catalog designation, this means the City is seeking materials with the same or equal character, quality, performance, or features. If a vendor is submitting an offer to furnish materials with a different manufacturer, brand, make or catalog designation, then the vendor shall submit complete data and information with respect to the materials being offered and how it differs from the specific manufacturer, brand, make or catalog designation referenced in the Solicitation. If a vendor does not provide data and information, then the vendor shall be deemed to be making an offer to provide the exact material referenced in the Solicitation. The City reserves the right to determine what is an equal.

17. **OPERATION MAINTENANCE AND REPAIR DATA:** Prior to the delivery of the unit and associated equipment, the Proposer shall forward directly to the City, operating, maintenance repair manuals. All manuals shall be in the form of neatly bound books, with durable covers and shall be properly identified with manufacturer's name, model and serial number of the equipment.

    The operating and maintenance or shop manual shall be the latest manufacturer's handbook covering in detail the recommended operating maintenance and service procedures.

    The repair or shop manual shall include detailed drawings, schematics, electrical and hydraulic or other piping diagrams and complete parts lists for all components of the unit and associated equipment.

    Where components or equipment of several manufacturers' have been used in assembling the unit, the manuals shall include operating, maintenance repair and parts lists of all manufacturers' covering all of the components.

    The manuals shall be furnished in sets. Each set (four sets total) shall include an operator's manual, parts catalog and shop repair manual. The books and manuals shall be delivered to the City of Flagstaff Fleet Superintendent at the time the equipment is delivered. Delivery shall not be considered complete and payment shall not be made until all required manuals and books are received. Two sets of all manuals maybe submitted in CD format.

18. SITE VISIT: At any time during the term of the Contract, the City, at their sole option, may request a visit and inspection of the Contractor's facility to ensure that the Contractor has the necessary equipment and qualifications to perform the requirements of this Invitation for Bid.

EXHIBIT D

INSURANCE REQUIREMENTS

INDEMNIFICATION: Contractor (as "indemnitor") agrees to indemnify, defend and hold harmless the City (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the acts or omissions of indemnitor, its officers, officials, agents, employees or volunteers relating to this Contract.

INSURANCE: Contractor shall procure and maintain until all of its obligations under this Contract have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect contractor from liabilities that might arise out of the performance of the work under this Contract by contractor, its agents, representatives, employees or sub-contractors and contractor is free to purchase such additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	$2,000,000
Products-Completed Operations Aggregate	$1,000,000
Personal & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage (Any one fire)	$ 50,000
Medical Expense (Any one person)	Optional

2. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles
(*Form CA 0001, ed. 12/93 or any replacement thereof.)*

Combined Single Limit Per Accident for Bodily Injury and Property Damage	$1,000,000

3. Workers' Compensation and Employer's Liability

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

B. SELF-INSURED RETENTIONS/DEDUCTIBLES: Any self-insured retentions and deductibles shall be declared to and approved by the City.

C. OTHER INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage's:

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

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

c. Coverage provided by contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

d. Contractor's insurance shall contain broad form contractual liability coverage.

2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees and volunteers for losses arising from contractor's operations, work or products that are the subject of this Contract.

D. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to: Jessica Bryson, Senior Procurement Specialist, Purchasing Division, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, AZ 86001 and shall be sent by certified mail, return receipt requested.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less that A-: VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect contractor from potential insurer insolvency.

F. VERIFICATION OF COVERAGE: Contractor shall furnish the City with Certificates of Insurance (ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All Certificates of Insurance shall be received and approved by the City before work commences. Failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal shall be a material breach of this Contract.

All Certificates of Insurance required by this Contract shall be sent directly to: Jessica Bryson, Senior Procurement Specialist, Purchasing Division, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, AZ 86001. A description of the commodity is to be noted on the Certificate of Insurance. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Contract at any time.

G. <u>APPROVAL</u>: Any modification or variation from the insurance requirements in this Contract shall have prior approval from the City's Risk Manager, whose decision shall be final. Such action shall not require a formal contract amendment but may be made by administrative action.

9. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Gregory Conlin, Public Works Manager - Fleet Services
Date:	04/11/2019
Meeting Date:	04/16/2019

TITLE:

Consideration and Approval of Purchase through an Invitation For Bids Process (IFB): Purchase of one (1) 2019 Chevrolet Bolt EV from Courtesy Chevrolet this fiscal year in the amount of $36,954.23. Potentially purchase two (2) more Chevrolet Bolt EV's in fiscal year 2020 for a total cost of $110,862.69.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of 1 (one) 2019 Chevrolet Bolt EV from Courtesy Chevrolet in the amount of $36,954.23 in fiscal year 2019, and if approved during the budget process, purchase up to 2 (two) more Chevrolet Bolt vehicles at the same amount in fiscal year 2020.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

In March 2019, after a formal solicitation of Bid #2019-82, the City proposes to enter into a contract for the purchase of Fleet Management Committee approved vehicles consisting of one (1) new vehicle to be used in the programing and enforcement monitoring of Council Approved "ParkFlag."

Subject to fiscal 2020 budget approval and Council's adoption, there would be a subsequent purchase of a new vehicle for Water Services SCADA/IS (Supervisory Control and Data Acquisition-Information Systems) programing and the potential purchase replacing M2003, a 1998 Ford Ranger assigned to the City's Facilities Maintenance Section.

Financial Impact:

ParkFlag has budgeted for this vehicle purchase from operational funds within their 2019 Budget. Water Services and Facilities Maintenance have requested the funding for their vehicle purchases in the 2020 Budget, currently under review. They are listed under the following accounts:

ParkFlag	2019 Chevrolet Bolt EV	061-07-231-0891-6-4401	36,954.23
Water Services	2019	202-08-307-1015-0-4401	36,954.23

SCADA-IS	Chevrolet Bolt EV		
Facilities Maintenance	2019 Chevrolet Bolt EV	001-06-152-0510-3-4401	36,954.23

Policy Impact:

None

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

Develop and Implement a Climate Action Plan
Goal T.3 Provide transportation infrastructure that is conducive to conservation, preservation and development goals to avoid, minimize or mitigate impacts on the natural and build environment

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

1. Approve the purchase from of one (1) 2019 Chevrolet Volt EV in the amount of $36,954.23 from the lowest responsive, and responsible bidder submitted during the IFB process, Bid # 2019-82, which closed on March 5, 2019.
2. Not approve the purchase contract and direct staff to re-solicit a new invitation for bids.
3. Not approve the purchase in part or all.

Background/History:

Fleet Services arranged in providing a 2019 Chevrolet Bolt EV for City Staff to field test so as to properly evaluate its ability to meet the needs of their programs mission and operational conditions routinely encountered within the City of Flagstaff. Over 20 City Staff drove and rode in this vehicle over the course of the trial period. The overwhelming response was positive where cargo needs were flexible. Staff from ParkFlag and Water Services want to pursue adding this type of vehicle to their programs.
Facilities Maintenance will have the opportunity to see first had, once the first two vehicles are acquired, if this vehicle can be incorporated into their program where cargo transport is flexible.

On February 12, 2019, the Purchasing Section posted an Invitation for Bids solicitation on the PlanetBids website and advertised in the Febryary 17 and February 24, 2019 Arizona Daily Sun. There were two bids opened on March 5, 2019 (bid summaries are identified in the Key Consierations section). Courtesy Chevrolet was determined to be the lowest responsive and responsible bidder.

Key Considerations:

- On March 5, 2019, two bids were received for the Chevrolet Bolt. The summary results are as follows:

  Courtesy Chevrolet: $36,954.23,
  Findlay Automotive of Arizona: $37,213.27

- Each replacement and new addition to the City's fleet was considered and approved by the City's Fleet Management Committee, which is comprised of representatives from most City Sections.
- Fleet Management considers re-purposing equipment whenever possible so as to maximize the

use of these resources. Facilities Maintenance's vehicle, M2022 will be evaluated again upon the arrival of its replacement for this purpose.

- The City's Fleet Management replacement criteria sets target measures of fifteen (15) years or 150,000 miles (for this vehicle class) along with annual and life to date maintenance costs when replacing equipment. This ensures that vehicles are able to be used efficiently and maintenance can be delivered effectively.

Expanded Financial Considerations:

Staff put this bid solicitation on the internet in an attempt to secure the lowest possible bid.

Community Benefits and Considerations:

Replacing equipment and vehicles that have extended beyond the criteria set by the Fleet Management Committee ensures that equipment functions properly and efficiently and is able to be serviced effectively. This allows City Staff to remain productive, without the interruption of faulty equipment.

In this case, purchasing full electric vehicles will further the City of Flagstaff's efforts in support of protecting the environment we have been entrusted with and hopefully inspire other businesses and residents to invest in like transportation opportunities.

Community Involvement:

To inform.

Attachments: 2019-82 Chevy Bolt Purchase Contract
Courtesy Chevrolet Bid Form

CITY OF FLAGSTAFF

CONTRACT FOR PURCHASE OF ONE (1) 2019 CHEVROLET BOLT ELECTRONIC VEHICLE

Contract No. 2019-82

This Contract is entered into this _____ day of _____, 2019 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Courtesy Chevrolet, an Arizona corporation ("Contractor").

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

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

1. Scope of Work: Contractor shall provide **ONE (1) 2019 CHEVROLET BOLT ELECTRONIC VEHICLE**, subject to all terms, conditions, and specifications provided in the response to this Solicitation and in the Scope of Work attached hereto as *Exhibit A.*

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor **$36,954.23**, plus applicable warranty costs. Any price adjustment must be approved in writing and approved by the parties. The City Manager or his designee (the Purchasing Director) may approve an adjustment if the Contract price is less than $50,000; otherwise City Council approval is required.

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

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

5. Insurance: Contractor shall meet Insurance Requirements of the City as set forth in *Exhibit D.*

6. Contract Term: The Contract term will be for one (1) year from the date the Contract is signed. This one-year term will allow for additional purchases by the Fleet Committee if needed within the term.

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

To the City:	To Contractor:
Jessica Bryson	Berney Kullos
Senior Procurement Specialist	Fleet Manager
City of Flagstaff	Courtesy Chevrolet
211 W. Aspen Ave.	4949 North 12th Street
Flagstaff, Arizona 86001	Phoenix, Arizona 85014
jbryson@flagstaffaz.gov	bkullos@houseofcourtesy.com

With a copy to:

Gregory Conlin
Fleet Services Manager
City of Flagstaff Fleet Department
211 W. Aspen Ave.
Flagstaff, Arizona 86001
Phone: (928) 213-2186

With a copy to:

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

CONTRACTOR

_____

Print name: _____

Title: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued: _____, 2018

EXHIBIT A

SCOPE OF WORK

One (1) 2019 Chevrolet Bolt Electronic Vehicle

BACKGROUND: The Fleet Department is seeking to purchase one (1) 2019 Chevrolet Bolt Electronic Vehicle.

MATERIALS AND/OR SERVICES: The City seeks to purchase, and Contractor will supply: One (1) 2019 Chevrolet Bolt Electronic Vehicle. The vehicle must include the following components:

Selected Colors:

(GNO) Slate Gray Metallic
(HO2) Dark Galvanized/Sky Cool Gray, Deluxe Cloth Seat Trim

Selected Packages:

(1) Comfort and Convenience Package:
* Highlights Include:
(KA1) Heated Driver and Front Passenger Seats
(KI3) Automatic Heated Steering Wheel
(N34) Leather – Wrapped Steering Wheel
(DD8) Inside Rearview Auto-Dimming Mirror

(2) Driver Confidence Package:
* Highlights Include:
(UKC) Lane Change Alert with Side Blind Zone Alert
(UFG) Rear Cross Traffic Alert
(UD7) Rear Park Assist

(3) Winter/Summer Floor Mats Package:
* Highlights Include:
(VAV) All-Weather Floor Mats
(VYW) Premium Carpeted Floor Mats

Selected Options:

(MMF) Electric Drive Unit
(QBM) Michelin Energy Saver All-Season Tires with Selfseal Technology (P215/50R17)
(RNW) 17” Painted Aluminum Wheels
(TUS) Black Grille
(AR7) Front Bucket Seats
(GK8) False Cargo Floor
(IOB) Chevrolet Infotainment System With 10.2” Diagonal Color Touch-Screen
(W2D) Cargo Net

This vehicle shall be purchased under the City of Flagstaff’s GM Fleet Number (#815246).

The City of Flagstaff is to receive a “Certificate of Origin” in lieu of a title, as the City titles its own vehicles.

SCHEDULE: No schedule at this time.

SPECIAL TERMS AND CONDITIONS: Reserved.

SPECIFICATIONS: Reserved.

COMPENSATION: As approved by the parties in the resulting Contract.

EXHIBIT B

STANDARD TERMS AND CONDITIONS

IN GENERAL

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

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

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

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

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

MATERIALS

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

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

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

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

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

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

12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

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

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

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

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

PAYMENT

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

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

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

    Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by

the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

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

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

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

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

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

SERVICES

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

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

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

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

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

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

INSPECTION, RECORDS, ADMINISTRATION

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

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

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

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

INDEMNIFICATION, INSURANCE

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

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

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

CONTRACT CHANGES

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

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

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

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

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

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

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

EMPLOYEES AND SUBCONTRACTORS

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

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

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

49. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all state and federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor

agrees to assist the City in any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

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

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

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

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

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

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

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

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

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

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

MISCELLANEOUS

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

61. NOTICES: All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. A Notice may be sent by email as a secondary form of notice.

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

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

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

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

EXHIBIT C

SPECIAL TERMS AND CONDITIONS

1. **WARRANTY:** Contractor expressly warrants that all goods and services covered by this Contract shall conform to the specifications, drawings, samples or other description in this Invitation for Bids, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect and that goods and services of Contractor's design be free from defect in design. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor agrees to replace or to correct defects of any goods or services not conforming to the foregoing warranty promptly, without any expense to the City including shipping and transportation costs, when notified of such nonconformity by the City. In the event of failure by Contractor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the City thereby.

   Contractor's product, service, and facilities shall be in full compliance with all applicable federal, state and local laws, statutes, ordinances, regulations, and standards, regardless of whether or not they are expressly referred to by the City.

   Unless otherwise specified, the minimum warranty period shall be one (1) year from Contractor's installation or delivery of the warranted item. Contractor shall provide the City with a copy of the complete manufacturer's warranty information.

   Contractor guarantees that the equipment offered shall be warranted as follows:

   A. Contractor must send a copy of the warranty explaining clearly what parts and labor are warranted and the time period involved. Contractor is to state the name of the firm where warranty work is to be performed and the maximum number of hours to respond to a service request by a qualified technician arriving at the City of Flagstaff shop.

2. **COMPLIANCE WITH THE SCOPE OF WORK:** It is agreed that Contractor shall be fully responsible for making any corrections, replacements, or modifications necessary for specification or legal compliance. Contractor agrees that if the product or service offered does not comply with the terms and conditions of this Contract, the Purchasing Director has the right to cancel at any time with full refund within sixty (60) calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any incidental and/or consequential damages suffered by the City.

3. **INTENT:** These specifications cover the furnishing of the latest production model that has been proven and in field service for a minimum time period of one (1) year. All components are to be manufacturer's standard and no prototype units will be considered.

   These specifications require the doing of all things necessary, or proper for, or incidental to the furnishings and delivery of said unit and associated equipment. All things not expressly mentioned in these specifications but involved in carrying out their intent are required by these specifications, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.

The Contractor is to submit a user list with in-service date, phone number, and person to contact that are currently using the equipment offered in this bid for consideration, so that if necessary, the City can view the equipment in operation.

4. **CONTRACT TYPE:** Firm Fixed Price.

5. **CONTRACT RENEWAL:** The City reserves the right to unilaterally extend the period of the contract for ninety (90) days beyond the stated expiration date.

6. **SUBSEQUENT PURCHASES:** The City, with the consent of the successful Contractor(s), reserves the right to purchase additional items as listed in this bid, if Contractor is willing to offer the same terms and conditions as submitted in this bid, for a period of twelve (12) months from the date of City Council approval.

7. **MISCELLANEOUS CHARGES**: If any other charges are applied to the unit, such charges shall be as stated on the bid form under "Miscellaneous Charges". No other charges shall be considered later.

8. **LIQUIDATED DAMAGES:** Liquidated damages shall be charged when the Contractor fails to deliver the specified equipment, fully operational as per the stated delivery date as provided on the Bid Form and as per the City of Flagstaff's delivery terms. Liquidated damages will be assessed at the rate of $200 per calendar day to commence after the agreed upon delivery date has expired.

9. **CONTRACT ADMINISTRATOR:** The Contract Administrator for the City shall be the Fleet Services Manager or designee. The Contract Administrator shall audit billings, approve payments, establish schedules, and generally be responsible for overseeing execution and the delivery of this Contract.

10. **INSPECTION AND PERFORMANCE TESTS:** Inspection of workmanship, materials, design and performance of the unit may be made at the Contractor's factory at the sole discretion of the City. The City will pay all expenses of its inspectors. However, the entire unit specified shall be subject to final inspection and acceptance by the City upon delivery at the City facility designated on the purchase order. The complete unit will be required to undergo a performance test before final acceptance. Any defects or failure to comply with any requirements of these specifications shall be immediately remedied by the Contractor at the Contractor's own expense before final acceptance.

11. **ACCESSIBILITY OF COMPONENTS:** All parts of the unit and auxiliary equipment shall be easily accessible for inspection, operation, and maintenance. All components shall be readily removable and replaceable. These features are considered mandatory and the unit will be closely inspected to assure conformance with this requirement.

    If, in the opinion of the City, any part or component is not readily accessible, or removable, the City may require the Contractor to correct the deficiencies at the Contractor's own expense, before acceptance.

12. **MARKING OF CONTROLS**: All operating controls, light switches, and controls for auxiliary equipment that may be installed on the vehicle, or at any other location on the unit shall be clearly and permanently marked and identified by means of identification plates.

13. **RECOMMENDED SPARE PARTS:** The Contractor shall furnish with each service manual a list of recommended spare parts. The list shall include all necessary data for ordering the parts. Parts furnished by other manufacturers shall be identified by the ordering data of the actual manufacturer.

14. **ACCEPTANCE:** Each item delivered shall be subject to a complete inspection prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Thirty (30)-calendar days shall be allowed for this process. If delivered equipment is returned to the Contractor prior to acceptance for any reason, additional periods of thirty (30)-calendar working days shall be allowed for inspection when subsequent deliveries occur. Any defects or failures to comply with any requirements of these specifications shall be immediately remedied; otherwise liquidated damages would be applicable as referenced herein.

15. **WEATHER CONDITIONS:** This product will be used at elevations from near sea level to 10,000 feet and ambient temperatures as high as 120 degrees and as low as – 40 degrees F. The product shall remain operational under these conditions. Each component of the complete unit shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit.

16. **BRAND NAMES:** If Solicitation refers to a specific manufacturer, brand, make or catalog designation, this means the City is seeking materials with the same or equal character, quality, performance, or features. If a vendor is submitting an offer to furnish materials with a different manufacturer, brand, make or catalog designation, then the vendor shall submit complete data and information with respect to the materials being offered and how it differs from the specific manufacturer, brand, make or catalog designation referenced in the Solicitation. If a vendor does not provide data and information, then the vendor shall be deemed to be making an offer to provide the exact material referenced in the Solicitation. The City reserves the right to determine what is an equal.

17. **OPERATION MAINTENANCE AND REPAIR DATA:** Prior to the delivery of the unit and associated equipment, the Proposer shall forward directly to the City, operating, maintenance repair manuals. All manuals shall be in the form of neatly bound books, with durable covers and shall be properly identified with manufacturer's name, model and serial number of the equipment.

    The operating and maintenance or shop manual shall be the latest manufacturer's handbook covering in detail the recommended operating maintenance and service procedures.

    The repair or shop manual shall include detailed drawings, schematics, electrical and hydraulic or other piping diagrams and complete parts lists for all components of the unit and associated equipment.

    Where components or equipment of several manufacturers' have been used in assembling the unit, the manuals shall include operating, maintenance repair and parts lists of all manufacturers' covering all of the components.

    The manuals shall be furnished in sets. Each set (four sets total) shall include an operator's manual, parts catalog and shop repair manual. The books and manuals shall be delivered to the City of Flagstaff Fleet Superintendent at the time the equipment is delivered. Delivery shall not be considered complete and payment shall not be made until all required manuals and books are received. Two sets of all manuals maybe submitted in CD format.

18. SITE VISIT: At any time during the term of the Contract, the City, at their sole option, may request a visit and inspection of the Contractor's facility to ensure that the Contractor has the necessary equipment and qualifications to perform the requirements of this Invitation for Bid.

EXHIBIT D

CITY OF FLAGSTAFF STANDARD INSURANCE REQUIREMENTS

All references to "Contractor" shall be replaced with "Provider."

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

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

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

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

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

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

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$500,000

Disease - Each Employee	$500,000
Disease - Policy Limit	$500,000

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

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

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

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

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

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

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

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

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

   Attention: Jessica S. Bryson, Senior Procurement Specialist
   Contract No. 2019-82
   Purchasing Section
   City of Flagstaff
   211 West Aspen Avenue
   Flagstaff, AZ 86001

7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A:

VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

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

BID (FORM)

TO THE CITY OF FLAGSTAFF: The undersigned Bidder hereby offers and agrees to furnish materials and/or services in compliance with the Solicitation, including any Addenda, and as described in this Bid made to the City, including the attached manufacturer's specifications and dimension sheet.

SOLICITATION NUMBER: 2019-82

DESCRIPTION OF UNITS: ONE (1) 2019 CHEVROLET BOLT ELECTRONIC VEHICLE

PRICE PER UNIT	$ 34,027.84
FREIGHT	$ 0
TAX (8.6) %	$ 2,926.39
TOTAL PRICE	$ 36,954.23

OPTIONS (Please state additional cost from "Total Unit Price" or "base price")

(1) TPT Tax for the City of Flagstaff	$ N/A
(2) Extended warranty (attach or submit copy)	$ 2,359.00
(3) Total Amount Due including all taxes	$ 39,313.23

Any other specifications not standard, but being requested by City, must be included here, with price.

Miscellaneous charges: N/A

(All charges must be included; no extra charges will be considered at a later date. Miscellaneous charges will be considered in determining the low bid)

DELIVERY:

Vehicle shall be delivered to the City of Flagstaff-Fleet Services, located at 3200 West Route 66, Flagstaff, AZ 86001.

Maximum number of calendar days to deliver after receipt of a purchase order and start of production 180 Days.

Signature of Person Authorized to Sign Bid

Fleet Mgr.
Title

Berney Kullos
Printed Name

2/20/19
Date

9. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Scott Overton, Streets Section Director
Date:	04/11/2019
Meeting Date:	04/16/2019

TITLE:

Consideration and Approval of Purchase through a Cooperative Purchase Contract: The purchase of two (2) 2019 Chevrolet Silverado 2500 Pickup Trucks from Courtesy Chevrolet in the amount of $72,790.50.

STAFF RECOMMENDED ACTION:

1. Approve the equipment purchase of two (2) 2019 Chevrolet Silverado 2500 Crew cab 4x4 LWB Pickup trucks from Courtesy Chevrolet in the amount of $36,395.25 per unit for a total cost of $72,790.50 through Cooperative Purchase Contract #ADOSP017-166120 with the Arizona Department of Administration, State Procurement Office; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Streets Section of Public Works is responsible for delivering a high level of service in maintaining the community's transportation network. The Streets work program consists of general roadway maintenance, sidewalk, road grading, signage and striping, lighting, street infrastructure sweeping, signalized intersection maintenance and management, emergency response efforts, and snow operations. The streets sections currently operates with three operations supervisors and these supervisors are assigned work vehicles to carry out the duty of operations oversight and management. Each service vehicle is outfitted with general tooling equipment, safety equipment, communication systems, and on-board fueling capabilities. The truck is used in all street operations and emergency response by our on-call supervisors. This purchase is to replace two existing units S3004 and S3006 and these units will be managed by the City's Fleet Services team for possible repurposing within other City operational areas.

Financial Impact:

This equipment consideration was approved in FY19 Budget and is funded with Highway User Revenue Funds (HURF) Acct# 040-06-161-0614-6-4401.

Policy Impact:

The Public Works Streets Section is responsible for daily activities and the timely response to all concerns as they relate to our transportation infrastructure. Appropriate and timely responses to events is critical to maintain the safest travel possible on city streets. Our supervisors are essential in the coordination of operations, deployment of equipment, and response to events regardless to the time of day or weather condition. These units are being considered as a replacement of two existing pickup trucks which have met milestone requirements for replacement. This action has been recommended to reviewed and approved by the Fleet Management Committee.

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

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

Has There Been Previous Council Decision on This:

The purchase of this capital equipment was discussed and approved in FY 2109 budget process.

Options and Alternatives:

1. Approve this cooperative purchase contract with Courtesy Chevrolet through the Arizona Department of Administration, State Procurement Office, contract No. ADSP017-166120; or
2. Forego the purchase of the 2 replacement units and continue to utilize units S3004 and S3006.

Background/History:

This request is to replace Units S3004 and S3006, both 2006 Ford F-150 4x4 pickups. The current condition of the units has exceeded critical benchmarks of maintenance and replacement over the 13 years to warrant replacement. Fleet services has evaluated the need at the February 12, 2019 meeting and concurs with replacement of the units. Both units will be returned to Fleet Services and will likely be repurposed within the organization.

Key Considerations:

The purchase of the units is critical for PW-Streets to perform daily and have reliable 4WD vehicles to respond to afterhours incidents and snow operations. The unit's ability to be outfitted with snow removal equipment, safety equipment, auxiliary fuel tank, traffic control devices all while maintaining bed capacity are all equipment specification considerations. These units have been identified as meeting our baseline criteria for fulfilling the procurement request.

Expanded Financial Considerations:

There are no expanded financial considerations with this purchase. It is proposed to be fully funded in the FY19 budget utilizing Highway User Revenue Funds (HURF)

Community Benefits and Considerations:

Our community has an expectation of service and these units are an important part of our service delivery, ensuring the ability to use resources effectively and efficiently and respond to multiple requests for service in a versatile unit with good response times.

Community Involvement:

The community requests excellent services and has been vocal about our upkeep of the transportation infrastructure. The community continues to support transportation related initiatives demonstrating a strong understanding of supporting a quality infrastructure. We often receive citizen feedback and public participation to support our efforts of core service delivery.

Attachments: 2019-102 Cooperative Purchase Contract for Two Chevrolet Pickups
Courtesy Chevrolet Quote
Contract Renewal
Acceptance and Award, Terms and Conditions

COOPERATIVE PURCHASE CONTRACT
Contract No. 2019-102

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 2019 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Courtesy Chevrolet, a State of Arizona corporation ("Contractor").

RECITALS:

A. Contractor has Contract #ADSPO17-166120 with the State of Arizona to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

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

AGREEMENT:

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

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

TWO (2) 2019 CHEVROLET SILVERADO 2500 CREW CAB 4X4 LWB TRUCKS

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

3. Payment. Payment to the Contractor for the materials and or services provided shall be **$72,790.50**, made in accordance with the price list and terms set forth in the Agency Contract.

4. Terms and Conditions of Agency Contract Apply. All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract can be found at Arizona Department of Administration, State Procurement Office Contract #ADSPO17. The Purchase Order Terms and Conditions are attached as *Exhibit B.* Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.

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

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

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

8. Notice. Any notices concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Jessica Bryson
Senior Procurement Specialist
City of Flagstaff
Purchasing Section
211 West Aspen Avenue
Flagstaff, AZ 86001
jbryson@flagstaffaz.gov

With a copy to:

Scott Overton
Streets Section Director
City of Flagstaff
Public Works Section
211 West Aspen Avenue
Flagstaff, AZ 86001
Scott.overton@flagstaffaz.gov

To the Contractor:

Berney Kullos
Fleet Manager
Courtesy Chevrolet
4949 North 12th Street
Phoenix, AZ 85014
bkullos@houseofcourtesy.com

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

CONTRACTOR:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
SPECIFIC REQUIREMENTS OF CITY

Price: Per Purchase Order

Specifications: Per Purchase Order

Schedule of performance: Per Purchase Order

Delivery location: Per Purchase Order

Notices: All notices to City shall be sent to:

Buyer: Jessica Bryson
Senior Procurement Specialist
Purchasing Department
211 W. Aspen Drive
Flagstaff, Arizona 86001
(928) 213-2276

Attach: Certificate of Insurance

EXHIBIT B
AGENCY CONTRACT

The Agency Contract can be found at Arizona Department of Administration, State Procurement Office Contract #ADSPO17

State of Arizona Purchase Order Terms and Conditions is attached hereto.

COURTESY CHEVROLET

3/15/2019

STATE OF ARIZONA
VEHICLE QUOTE
STATE CONTRACT # ADSP017-166120

PHASE II - FROM DEALER STOCK
(GM FACTORY INVOICE LESS GM ASSISTANCE)

VEHICLE	**2019 CHEVROLET SILVERADO 2500 CREW CAB 4X4 WT**	**$** 43,147.80
	GM ASSISTANCE	**$** -9,700.00
	DELIVERY TO FLAGSTAFF	**$** 125.00

SUB TOTAL		**$** 33,572.80
SALES TAX		$ 2,817.45
TIRE TAX		$ 5.00
TOTAL		$ 36,395.25
GR TOTAL	2 UNITS AT $36,395.25	**$** 72,790.50

IN DEALER STOCK
SUBJECT TO PRIOR SALE
CURRENTLY 2 UNITS ARE AVAILABLE

943391/64
$700.00

2019 SILVERADO 2500 4WD WT CREW CAB — GENERAL MOTORS LLC
GAZ SUMMIT WHITE /V8G
H2R DARK ASH / JET BLACK ACCENTS — RENAISSANCE CENTER
ORDER NO. WRDFV2/TRE STOCK NO. 192632 — DETROIT MI 48243-1114
VIN 1GC 1KRE G5 KF235261 — VEHICLE INVOICE 1AD52969937
**********8493******13*39088S

MODEL & FACTORY OPTIONS	MSRP	INV AMT	RETAIL - STOCK
CK25943 SILVERADO 2500 4WD WT CRE	41500.00	39093.00	INVOICE 02/25/19
CTD MOVABLE UPPER TIE DOWNS (4)	60.00	54.60	SHIPPED 02/23/19
C4M GVW RATING - 9,900 LBS	N/C	N/C	EXP I/T 03/14/19
GT5 REAR AXLE, 4.10 RATIO	N/C	N/C	INT COM 03/14/19
K05 ENGINE BLOCK HEATER	100.00	91.00	PRC EFF 02/23/19
L96 VORTEC 6.0L V8 SFI GAS ENGINE	N/C	N/C	KEYS XXXXX XXXXX
MYD 6-SPEED AUTOMATIC TRANSMISSION	N/C	N/C	WFP-S QTR OPT-1
PCM WT CONVENIENCE PACKAGE:	1000.00	910.00	BANK: ALLY - 021
* GLASS, DEEP-TINTED			CHG-TO 39-088
* POWER OUTLET, 110-VOLT AC			
* REMOTE KEYLESS ENTRY, INCL.			SHIP WT: 6596
REMOTE LOCKING TAILGATE			HP: 50.9
* TRAILERING MIRRORS			GVWR: 9900
UF2 LED LIGHTING, CARGO BOX	125.00	113.75	GAWR.FT: 4800
YF5 50-STATE EMISSIONS	N/C	N/C	GAWR.RR: 6200
Z82 TRAILERING EQUIPMENT PKG:	575.00	523.25	EMPLOY: 40949.18
* TRAILERING HITCH			SUPPLR: 42580.60
* TRAILER BRAKE CONTROLLER			NTR: 3/4
			DAN: 7GPCM
			EMPINC: 2389.13
			SUPINC: 757.71

TOTAL MODEL & OPTIONS	43360.00	40785.60	ACT 237 40979.80
DESTINATION CHARGE	1495.00	1495.00	H/B 261 1300.80
DEALER IMR CONTRIBUTION		433.60	ADV 261 433.60
LMA GROUP CONTRIBUTION		433.60	EXP 65A 433.60
TOTAL	44855.00	43147.80	PAY 310 43147.80

MEMO: TOTAL LESS HOLDBACK AND
APPROX WHOLESALE FINANCE CREDIT 41141.50

****

INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

****

THIS MOTOR VEHICLE IS SUBJECT TO A SECURITY INTEREST HELD BY ALLY.

COURTESY CHEVROLET

REMIT TO ALLY NO. 021
VIN 1GC1KREG5KF235261
$ 43147.80 INV 1AD52969937
DUE 03/14/19 DEALER 39-088

	Contract Change Order Summary	Arizona Department of Administration State Procurement Office 100 N. 15th Avenue, Suite 201 Phoenix, AZ 85007
	Contract No.: ADSPO17-166120	
	Change Order No.: 6 — Date: September 25, 2018	

Vehicles, New Purchases

COURTESY CHEVROLET

1. The above mentioned contract is hereby amended as follows:

   a. In accordance with Special Terms and Conditions paragraph 2.6, Contract Extension, the term of the contract shall be extended an additional twelve (12) months through 03/31/20.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.

Douglas A. Ducey
Governor

Craig C. Brown
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007

(602) 542-5511

Sent via e-mail to: jpfeffer@courtesychev.com

March 31, 2017

Joe Pfeffer, Fleet Manager
Courtesy Chevrolet
1233 E Camelback
Phoenix, AZ 85014

Subject: RFP ADSPO17-00006397, Vehicles, New Purchases
Notice of Solicitation Results (Quote #000043951)

Dear Offeror:

Thank you for submitting a response to Request for Proposal Solicitation No ADSPO17-00006397, Vehicles, New Purchases. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on **04/01/2017** and terminate on **03/31/2018**.

The procurement file for this solicitation, including evaluation documents and resultant contracts, are now available for public viewing via the State's e-Procurement system, ProcureAZ. Your contract number is ADSPO17-166120. Please reference this number on all quotes given under this contract. Attached you will find the updated Offer and Acceptance with your contract number noted, please sign and return this form to me along with a completed pricing excel document for all 2017 vehicles available for purchase under this contract. We will set up an award meeting to go through the terms of your contract at a later date.

In accordance with Special Term and Conditions of the contract and prior to beginning work under the contract, your company is required to submit a Certificate of Insurance to the State Procurement Office. The certificate of insurance shall indicate that your company is in compliance with insurance requirements contained in the contract. If you have not already submitted your insurance documents, please submit your certificate of insurance to me no later than **04/07/2017**.

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

If you have any questions regarding your company's contract, please feel free to contact me at Lori.Noyes@azdoa.gov or 602-542-7144. Thank you for your response and for your continued interest in doing business with the State of Arizona.

Sincerely,

Lori Noyes
Statewide Procurement Manager

cc: Procurement File

	Request for Proposal Solicitation No. **ADSPO17-00006397** Description: **Vehicles, New Purchases**	Arizona Department of Administration **State Procurement Office** 100 N 15th Ave., Suite 201 Phoenix, AZ 85007

Attachment 1

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Vehicles, New Purchases to the State of Arizona in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

x Courtesy Chevrolet	
Offeror company name	Signature of person authorized to sign Offer — Initials
x 1233 E Camelback	x Joe Pfeffer
Address	Printed name and title
x Phoenix, AZ 85014	x Fleet Manager
City | State | ZIP	Contact name and title
x 86-0123463	x jpfeffer@courtesychev.com x 602-604-3040
Federal tax identifier (EIN or SSN)	Email Address — Phone Number

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

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

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

State's Contract No. is: ADSPO17-166120	**The effective date of the Contract is:**
Lori Noyes, Procurement Officer	3.31.17 Contract awarded date

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Todd Hanson, Solid Waste Section Director
Date:	04/11/2019
Meeting Date:	04/16/2019

TITLE:

Consideration and Approval of Cooperative Contract: Purchase of one (1) Commercial Front Load Refuse Truck and one (1) Residential Side Load Refuse Truck from Rush Truck Center Arizona through the Houston-Galveston Area Council Cooperative Purchase Agreement, Contract No. RH08-18.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of one (1) Commercial Front Load Refuse Truck in the amount of $278,839.67 each and one (1) Residential Side Load Refuse Truck in the amount of $301,229.85 for a total purchase amount of $580,069.52 from Rush Truck Center Arizona through the Houston-Galveston Area Council Cooperative Purchase Agreement, Contract No. RH-08-18.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Solid Waste Commercial and Residential Programs use these trucks daily to collect commercial and residential refuse and recyclable materials. The purchase of these trucks has been approved by the Fleet Management Committee; the trucks that are being replaced meet the City's Fleet Management replacement criteria. These will be replacing vehicles that are over 10 years old. Additionally, the manufacturer of these chassis is no longer in operation causing the parts to be extremely difficult and expensive to source. The new trucks will have far superior emission standards and fuel efficiencies making them more environmentally beneficial.

The Equipment warranty and services are supported locally in Flagstaff by Rush (Peterbilt) Truck Centers Arizona.

Financial Impact:

The Solid Waste Commercial and Residential Programs have $900,000 budgeted in the Fleet Capital line item for the replacement of collection trucks in FY 2019 in accounts 211-06-166-0641-0-4401, 211-06-166-0643-0-4401 and 211-06-166-0644-0-4401. The Section is planning on utilizing $580,069.52 of those funds for the purchase of two vehicles.

Policy Impact:

None

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

PF.2. Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and

Has There Been Previous Council Decision on This:

No. These trucks are budgeted FY 2019 and are replacement trucks for Solid Waste Collection Operations. The trucks will be auctioned off or used for spare parts and the manufacturer of the chassis is no longer in business.

Options and Alternatives:

Option 1. Approve the Cooperative purchase agreements (#2019-94 and #2019-95) with Rush Truck Center Arizona for the purchase of one (1) Commercial Side Load Refuse Trucks and one (1) Residential Front Loader Refuse Truck.
Option 2. The City Conducts its own competitive bid process.
Option 3. Attempt to acquire used parts and service resources (in the case of American LaFrance equipment which is no longer being manufactured) from independent vendors and internal resources to keep our aging equipment in service.

Background/History:

During the annual budget process for 2018-2019, Solid Waste was approved to purchase these collection vehicles. The purchase of these proposed collection vehicles were approved in the Fiscal Year 2018-2019 equipment replacement budget and provide for the sustainable operation of Solid Waste Collection services. All of the trucks being considered for replacement meet the City's Fleet Management criteria for replacement for mileage/hours used and life to date costs. All proposed fleet purchases were approved by the Fleet Management Committee for replacement. Access to parts and diagnostic support has become more challenging for the equipment to be replaced and the Fleet Management Committee used the appropriate criteria such as life to date repair costs to score and approve these replacement requests. Solid Waste vehicles under consideration for fiscal year 2019 were appropriately planned and budgeted.

Key Considerations:

A significant portion of the Solid Waste Section's fleet is Peterbilt cab/chassis'. The City of Flagstaff and Fleet Services have had a long working relationship with Rush (Peterbilt) Truck Centers here in Flagstaff and they will be able to provide warranty and post warranty repairs, if needed. Having additional local resources to support our Sections is a direct connection to supporting Council's goal of providing "sustainable and equitable" services to our population. Fleet Services will also be authorized to perform warranty repair on these refuse bodies and be eligible for reimbursement.

Expanded Financial Considerations:

Increased costs of equipment acquisition have made intergovernmental cooperative purchase agreements a viable alternative to the bid process when the desired equipment can be obtained. Volume pricing, expedited build times and delivery provide value to the purchaser. We are utilizing a cooperative agreement pursuant to Article 20 of the City of Flagstaff Procurement Manual.

Community Benefits and Considerations:

Community benefits include continued consistent quality Commercial and Residential trash and recycle collection service at the lowest possible user fees. In addition, having modern, clean and efficient collection equipment with the most advanced emission control and fuel saving technology in our fleet portrays a positive image to the community we serve.

Community Involvement:

Inform

Attachments:

Rush Peterbilt HGAC Agreement
New Way HGAC COOP Agreement
Commercial Truck Pricing
Residential Truck Pricing
Side Loader Co-op Contract
Front Loader Co-op Contract

DocuSign Envelope ID: 8D709C66-0597-433A-A30[redacted]25EA646832

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Rush Truck Centers of Texas, L.P., hereinafter referred to as the Contractor, having its principal place of business at 10200 North Loop East, Houston, TX 77029.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jun 01 2018 and ends May 31 2020. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify -gac_entity_acronym, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. understands and agrees that it shall be liable to repay and shall repay upon

demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Rush Truck Centers of Texas, L.P.

Signature DocuSigned by: Chris Wilson 11611BBC116D4D6...

Name Chris Wilson

Title

Date 5/2/2018

H-GAC

Signature DocuSigned by: Jack Steele 9570E9F825CD4FA...

Name Jack Steele

Title Executive Director

Date 4/24/2018

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment-A

Vendor: Rush Truck Centers of Texas, LP
Contract: HT06-18: Medium and Heavy Trucks & Truck Bodies

Applicable items are the catalog listed in the table below, as well as any pricing documents included in the awardee's bid response.

HGAC Product Code	MFGR	Model Descriptions	Price
E1	**Hino**	155, COE, SRA	$40,924
E2	**Hino**	195, COE, SRA	$46,999
E3	**Hino**	238, Conv. Cab, SRA	$58,888
E4	**Hino**	258LP, Conv. Cab, SRA	$59,999
E5	**Hino**	258 ALP, Conv. Cab, SRA	$61,111
E6	**Hino**	268, Conv. Cab, SRA	$61,666
E7	**Hino**	268A, Conv. Cab, SRA	$62,555
E8	**Hino**	338, Conv. Cab, SRA	$63,999
G2	**Isuzu**	NPR-HD, COE, SRA, Gas	$31,900
J1	**Peterbilt**	220, COE, SRA	$84,616
J2	**Peterbilt**	520, COE, SRA	$125,177
J3	**Peterbilt**	520, COE, TRA	$130,492
J4	**Peterbilt**	325, Conv. Cab, SRA	$98,218
J5	**Peterbilt**	330, Conv. Cab, SRA	$78,602
J6	**Peterbilt**	337, Conv. Cab, SRA	$84,221
J7	**Peterbilt**	348, Conv. Cab, SRA	$92,974
J8	**Peterbilt**	348, Conv. Cab, TRA	$100,167
J9	**Peterbilt**	365, Conv. Cab, SRA	$110,162
J10	**Peterbilt**	365, Conv. Cab, TRA	$117,580
J11	**Peterbilt**	367, Conv. Cab, SRA	$119,413
J12	**Peterbilt**	367, Conv. Cab, TRA	$121,868
J13	**Peterbilt**	389, Conv. Cab, TRA	$141,977
J14	**Peterbilt**	567, Conv. Cab, TRA	$126,528
J15	**Peterbilt**	579, Conv. Cab, TRA	$129,659

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GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Scranton Manufacturing Co., Inc., hereinafter referred to as the Contractor, having its principal place of business at 101 State Street, Scranton, IA 51462.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

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ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Aug 01 2018 and ends Jul 31 2020. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

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Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

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H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

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applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

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END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Scranton Manufacturing Co., Inc.

Signature 27A6A1A50A18423...

Name Donald Ross

Title Vice President-Sales & Marketing

Date 8/7/2018

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 7/20/2018

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SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

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benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

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Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

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Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

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Attachment A
Scranton Manufacturing Co., Inc.
Refuse Handling Equipment
Contract No.: RH08-18

Applicable items are the catalog listed in the table below, as well as any pricing documents included in the awardee's bid response.

HGAC Product Code	Manufacturer	Description	HGAC Price
AH01	New Way	**New Way**: Mammoth Series 34: 34-Yd Heavy Duty Front Loader	$92,442
AH02	New Way	**New Way**: Mammoth Series 40: 40-Yd Heavy Duty Front Loader	$93,773
AH03	New Way	**New Way**: Mammoth Series 43: 43-Yd Heavy Duty Front Loader	$94,173
AH04	New Way	**New Way**: Western Series 34FL: 34-Yd Light Body, High Compaction Front Loader	$88,445
AH05	New Way	**New Way**: Western Series 40FL: 40-Yd Light Body, High Compaction Front Loader	$89,724
AH06	New Way	**New Way**: Western Series 43FL: 43-Yd Light Body, High Compaction Front Loader	$90,123
BG01	New Way	**New Way**: Diamondback Series 6RL: 6-Yd Compact Rear Loader	$41,942
BG02	New Way	**New Way**: Diamondback Series 6HC RL: 6-Yd, Compact Rear Loader, High Compaction	$44,296
BG03	New Way	**New Way**: Diamondback Series 8RL: 8-Yd, Compact Rear Loader	$42,870
BG04	New Way	**New Way**: Diamondback Series 8HC RL: 8-Yd, Compact Rear Loader, High Compaction	$45,351
BG05	New Way	**New Way**: Cobra Series 9RL: 9-Yd. Mid Compaction Rear Loader	$49,897
BG06	New Way	**New Way**: Cobra Series 11RL: 11-Yd, Mid Compaction Rear Loader	$52,068
BG07	New Way	**New Way**: Cobra Series 13RL: 13-Yd, Mid Compaction Rear Loader	$53,514
BG08	New Way	**New Way**: Cobra Series 16RL: 16-Yd, Mid Compaction Rear Loader	$54,408
BG09	New Way	**New Way**: Cobra Series 18RL: 18-Yd, Mid Compaction Rear Loader	$55,184
BG10	New Way	**New Way**: Cobra Series 20RL: 20-Yd, Mid Compaction Rear Loader	$56,211

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BG11	New Way	**New Way**: Cobra Series 25RL: 25-Yd, Mid Compaction Rear Loader	$59,587
BG12	New Way	**New Way**: Cobra Magnum Series: 20RL, High Compaction Rear Loader	$67,979
BG13	New Way	**New Way**: Cobra Magnum Series: 25RL, High Compaction Rear Loader	$69,203
BG14	New Way	**New Way**: Cobra Magnum Series: 27RL, High Compaction Rear Loader	$70,240
BG15	New Way	**New Way**: Cobra Magnum Series: 32RL, High Compaction Rear Loader	$71,739
BG16	New Way	**New Way**: King Cobra Series: 20RL, Ultra High Compaction Rear Loader	$71,640
BG17	New Way	**New Way:** King Cobra Series: 25RL, Ultra High Compaction Rear Loader	$72,854
BG18	New Way	**New Way:** King Cobra Series: 27RL, Ultra High Compaction Rear Loader	$73,990
BG19	New Way	**New Way:** King Cobra Series: 32RL, Ultra High Compaction Rear Loader	$75,548
BG20	New Way	**New Way**: Viper Series 11RL: 11-Yd, Mid Compaction, Lightweight Rear Loader	$49,224
BG21	New Way	**New Way**: Viper Series 13RL: 13-Yd, Mid Compaction, Lightweight Rear Loader	$50,451
BG22	New Way	**New Way**: Viper Series 16RL: 16-Yd, Mid Compaction, Lightweight Rear Loader	$52,786
BG23	New Way	**New Way**: Viper Series 18RL: 18-Yd, Mid Compaction, Lightweight Rear Loader	$53,167
BG24	New Way	**New Way**: Viper Series 20RL: 20-Yd, Mid Compaction, Lightweight Rear Loader	$54,355
CK01	New Way	**New Way**: Mamba HB600, 6-Yd High Compaction Side Loader, Fixed Body Configuration	$44,219
CK02	New Way	**New Way**: Mamba HB600, 6-Yd High Compaction Side Loader, Satellite Temporary Transfer Loader Configuration	$45,709
CK03	New Way	**New Way**: Mamba HB800, 8-Yd High Compaction Side Loader, Fixed Body	$44,783
CK04	New Way	**New Way**: Mamba HB800, 8-Yd High Compaction Side Loader, Satellite Temporary Transfer Loader Configuration	$46,511
CK05	New Way	**New Way**: Mamba HB1000, 10-Yd High Compaction Side Loader, Fixed Body Configuration	$45,807
CK06	New Way	**New Way**: Mamba HB1000, 10-Yd High Compaction Side Loader, Satellite Temporary Transfer Loader Configuration	$47,788

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CK07	New Way	**New Way:** Sidewinder XTR, 20-Yd High Compaction Automated Side Loader	$116,343
CK08	New Way	**New Way:** Sidewinder XTR, 22-Yd High Compaction Automated Side Loader	$116,671
CK09	New Way	**New Way:** Sidewinder XTR, 24-Yd High Compaction Automated Side Loader	$117,434
CK10	New Way	**New Way:** Sidewinder XTR 29-Yd High Compaction Automated Side Loader	$121,794
CK11	New Way	**New Way:** Sidewinder XTR 31-Yd High Compaction Automated Side Loader	$122,883
CK12	New Way	**New Way:** Sidewinder XTR 33 -Yd High Compaction Automated Side Loader	$123,973
CK13	New Way	**New Way:** Model 14 CU YD Roto Pac Automated Side Loader	$123,822
CK14	New Way	**New Way:** Model 20 CU YD Roto Pac Automated Side Loader	$127,332
CK15	New Way	**New Way:** Model 25 CU YD Roto Pac Automated Side Loader	$134,196
CK16	New Way	**New Way:** Model 27 CU YD Roto Pac Automated Side Loader	$135,631

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-18	Date Prepared:	3/11/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** *be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	RH08-18	Date Prepared:	3/5/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** *be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

PLEASE NOTE THIS IS A COMBINED OFFER FROM RUSH TRUCK CENTERS OF TEXAS, L. P.

AND

SCRANTON MFG./NEW WAY TRUCKS

CHASSIS UNIT COST PER HT06-18:	**$177,915.67**
NEW WAY WESTERN SERIES 40 YD FL UNIT COST PER RH08-18:	**$100,924.00**

FLAGSTAFF, CITY OF - TOTAL COST FOR THIS COMBINED OFFER FOR one (1) UNIT: $278,839.67

SEE THE FOLLOWING PAGES FOR DETAILS

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-18	Date Prepared:	3/11/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	FLAGSTAFF, CITY OF	Contractor:	RUSH TRUCK CENTER, PHOENIX
Contact Person:	TODD HANSON	Prepared By:	GEORGE BEAL
Phone:	(928) 213-2278	Phone:	(602) 352-7601
Fax:	-	Fax:	(602) 352-5729
Email:	thanson@flagstaffaz.gov	Email:	bealg@rushenterprises.com

Product Code:	J2	Description:	PETERBILT "520" CHASSIS for New Way ASL Body

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 125,177.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$53,625.70
		Subtotal B:	$ 53,625.70

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$ -
		Subtotal C:	$ -

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	$ 178,802.70	=	Subtotal D:	$ 178,802.70

E. H-GAC Order Processing Charge (Amount Per Current Policy)		Subtotal E:	$ 1,500.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
RUSH TRUCK SPECIAL DISCOUNT	$ (22,279.41)	ADDITIONAL TAXES	$ 25.00
H-GAC FEE DISCOUNT - VENDOR PAID	$ (1,500.00)	TIRE RECYCLING PROGRAM	$ 20.00
ARIZONA SALES TAX	$ 21,347.38	Subtotal F:	$ (2,387.03)
Delivery Date:	235 DAYS ARO	**G. Total Purchase Price (D+E+F):**	$ 177,915.67

HGACBuy THE SMART PURCHASING SOLUTION

PETERBILT COMPUTATIONS:

PETERBILT 520 CHASSIS: CHASSIS FOR NEW WAY FRONT LOADER

OPTIONS CALCULATIONS:

COMPLETE CHASSIS LIST PRICE: [SEE CHASSIS SPEC]	**$223,087.00**
CHASSIS LIST:	**$193,763.00**
CHASSIS OPTIONS LIST:	**$29,324.00**

	LIST		
$	**29,324.00**	**0.7031**	**$20,617.70**

OTHER PUBLISHED OPTIONS:

RTC-0048	**SHOP LABOR TO COMPLETE**	**$15,000.00**
RTC-0089	**L.E.D. BODY LIGHTS**	**$2,424.00**
RTC-0104	**REFUSE BODY PREP PACKAGE**	**$3,000.00**
RTC-0115	**BACK-UP CAMERA SYSTEM**	**$3,524.00**
RTC-0131	**SERVICE PACK [P.D.I]**	**$1,500.00**
RTC-0196	**TELEMATICS/SMARTLINK**	**$5,000.00**
RTC-0198	**PRE DELIVERY WORK**	**$1,060.00**
RTC-0203	**DELIVERY FROM BODY COMPANY**	**$1,500.00**

OTHER PUBLISHED OPTIONS TOTAL:	**$33,008.00**
TOTAL OF PUBLISHED OPTIONS FOR PAGE 1:	**$53,625.70**

CHASSIS & BODY OPTIONS

Front loader

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	RH08-18	Date Prepared:	3/5/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Flagstaff	Contractor:	Scranton Mfg./New Way Trucks
Contact Person:	Todd Hanson	Prepared By:	Dave Short
Phone:		Phone:	712-830-2925
Fax:		Fax:	
Email:		Email:	dshort@newwaytrucks.com

Product Code:	AH05	Description:	New Way: Western Series 40FL: 40-Yd Light Body, High Compaction Front Loader

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 89,724

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
FL1 - Service Hoist	2,922	SW14 - Steel Toolbox	603
FL4 - Mid-Body Backup Lights	354		
FL5 - Work Lights	354		
FL7 - Upper Integrated Strobe Lights	420		
FL8 - Lower Integrated Strobe Lights	420		
FL11 - Color Paint - FLNA51645	1,609		
FL18 - Shovel/Broom Rack	197		
SW1 - Hot Shift PTO	2,726		
RP1 - Halogen Backup Lights	725		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	10330

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
3rd Eye - 5 Camera System w/ DVR	2,793.29	In Tank Oil Heater	1,471.36
Body Floor 3/16" AR235	224.68	High Pressure Filter	1,516.30
Hopper Floor 1/4" AR450	561.17	8,000lb Arms	479.66
Low Fluid Level Switch	517.28		0
	0	Subtotal From Additional Sheet(s):	
	0	Subtotal C:	7563.74

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 8%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	107617.74	=	Subtotal D:	107617.74

E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Freight	3,200.00	Factory Discount	-9,893.74
		Subtotal E:	-6693.74

Delivery Date:	Sep-19	F. Total Purchase Price (D+E):	100924

Front loader

RUSH TRUCK CENTER A265 9600 W. ROOSEVELT ST.	CITY OF FLAGSTAFF 211 W. ASPEN AVE.
TOLLESON, Arizona United States 85353 Phone: (602) 422-8100 Fax: (602) 422-8175 Email:	FLAGSTAFF, Arizona United States 86001 Phone: (928) 213-2278 Fax: Contact Email: Prepared for: TODD HANSON

Vehicle Summary

Unit

Model:	Model 520
Type:	Full Truck
Description:	520 FRONT LOAD

Application

Intended Serv.:	Refuse/Landfill
Commodity:	Refuse, Scrap, Recycling

Body

Type:	Commercial Front Loader
Length (ft):	24
Height (ft):	13.5
Max Laden Weight (lbs):	1000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0.0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs)	44000
G.C.W. (lbs):	62000
Road Conditions:	
Class A (Highway)	100
Class B (Hwy/Mtn)	0
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	210
Overhang (in):	70
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	209.9
Cab to EOF (in):	279.9
Overall Comb. Length (in):	337

Special Req.

United States Registry

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

PACCAR FINANCIAL	Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com. PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

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Printed:	12/11/2018 4:03:15 PM	*Incomplete*	Model Number:	Model 520
Effective Date:	Jan 1, 2019		Quote/DTPO/CO:	Q85926476
Prepared by:	Administrator		Version Number:	38.10

RUSH TRUCK CENTER A265
9600 W. ROOSEVELT ST.

TOLLESON, Arizona United States 85353
Phone: (602) 422-8100
Fax: (602) 422-8175
Email:

CITY OF FLAGSTAFF
211 W. ASPEN AVE.

FLAGSTAFF, Arizona United States 86001
Phone: (928) 213-2278
Fax:
Contact Email:
Prepared for: TODD HANSON

Data	Code	Description	$ List	Weight
Base Model				
0005201	O	**Model 520** Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	193,763	16,475
0091180	O	**Refuse, Scrap, Recycling**	0	0
0093040	O	**Refuse/Landfill** Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).	0	0
0095360	O	**Commercial Front Loader**	0	0
0098170	O	**United States Registry**	0	0
Configuration				
0200700	O	**Not Applicable** Secondary Manufacturer	0	0
Frame & Equipment				
0514160	O	**10-3/4in Steel Rails 306-342in** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	149	194
0601500	O	**Full Steel Inner Liner**	683	680
0611330	O	**Zinc Coated Anti Corrosion Treated Frame Rails** Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	393	4
0644090	S	**EOF Square without Xmbr** For use with body builder installed crossmember.	0	0
0651090	S	**Omit Rear Mudflaps and Hangers**	0	0
0713130	O	**(2) Solid Mount Cable Hooks**	0	40

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Model Number: Model 520
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Data	Code	Description	$ List	Weight
Front Axle & Equipment				
1011890	S	**PACCAR Steer Axle 20,000 lb, 4 in. Drop** Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency.	0	26
1114040	O	**Taper Leaf Springs, Shocks 23,000 lb** Standard with Heavy Resistance Shocks.	427	193
1243010	S	**Power Steering Sheppard M100 Dual** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	0
1354840	O	**PHP10 Iron PreSet PLUS Hubs**	-858	84
1380280	O	**Bendix Air Cam Front Drum Brakes 16.5x7** For use with 16,000 lbs to 22,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	557	0
1380490	O	**PACCAR Wide Track IPO Std** 71in KPI IPO 69in for improved turning radius.	0	0
1391390	O	**Long Stroke Brakes, Front Axle**	26	0
1391410	O	**Gusseted Cam Brackets, Steer Axle**	28	0
1392970	O	**Heavy Duty Cam Bushings, Steer Axle**	31	0
Rear Axle & Equipment				
1523330	O	**Dana Spicer DSH44 44,000 lb, High Performance 44** Interaxle diff lock air rocker occupies space of one gauge. 12.5 mm housing, 15.75 ring gear. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	-507	-311
1616290	O	**PHP10 Aluminum PreSet PLUS Hubs**	-629	0
1632650	S	**Long Stroke Parking Brakes, Drive Axle(s)**	0	0
1672630	O	**Diff Lock Both Axles** (Air Rocker Switch occupies the space of one gauge)	2,046	60
1680280	O	**Bendix Smart ATC Traction Control**	228	2
1680440	O	**Refuse Service Brakes, Steer And Drive Axles**	0	0
1680450	O	**Rear Brake Camshaft Reinforcement**	62	9
1680490	O	**Gusseted Cam Brackets, Drive Axle(s)**	71	2

Data	Code	Description	$ List	Weight
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	0
1682710	O	**Anti-Lock Braking System (ABS) 6S6M** ABS-6. Includes air braking system.	418	35
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1687020	O	**Bendix Air Cam Rear Drum Brakes 16.5x8.6** Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information.	-1,080	0
1705570	O	**Ratio 5.57 Rear Axle**	0	0
1824240	O	**Hendrickson Haulmaax HMX460 46,000 lb, 54in Axle** Spacing, 60K Creep Rating	1,046	-64

Engine & Equipment

2074507	O	**PACCAR PX-9 370@1900 GOV@2100 1250@1400** Performance (2017 Emissions) N21320 N205 65...Standard Maximum Speed Limit [LSL] N21330 N207 0....Expiration Distance N21350 P001 65...Maximum Accelerator Pedal Vehicle Speed N21370 P059 65...Maximum Cruise Speed N21400 N203 252..Reserve Speed Function Reset Distance N21410 N202 0....Maximum Cycle Distance N21420 N206 10...Maximum Active Distance N21430 N201 0....Reserve Speed Limit Offset N21440 P015 NO...Engine Protection Shutdown N21450 P026 NO...Gear Down Protection N21460 P046 1400.Max PTO Speed N21470 P062 NO...Cruise Control Auto Resume N21480 P068 NO...Auto Engine Brake in Cruise N21500 N209 0....Expiration Distance N21510 P520 YES..Enable Idle Shutdown Park Brake Set N21520 P030 5....Timer Setting N21530 P233 YES..Enable Impending Shutdown Warning N21540 P234 60...Timer For Impending Shutdown Warning N21550 P516 35...Engine Load Threshold N21570 P031 NO...Idle Shutdown Manual Overrule N21590 P230 YES..Enable Hot Ambient Automatic Overrule N21610 P172 40...Low Ambient Temperature Threshold N21620 P173 60...Intermediate Ambient Temperature Threshold N21630 P171 80...High Ambient Temperature Threshold	2,572	0

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Data	Code	Description	$ List	Weight
2091305	O	**Engine Idle Shutdown Timer Enabled**	0	0
2091315	O	**Enable EIST Ambient Temp Overrule**	0	0
2091320	O	**Enable EIST in PTO Mode**	0	0
2091372	O	**Eff EIST NA Expiration Miles**	0	0
2091640	O	**Effective VSL Setting NA**	0	0
2140200	S	**CARB Engine Idling Compliance** PACCAR PX-7, PX-9 and MX, Cummins ISL, ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	0
2513060	S	**PACCAR 160 Amp Alternator, Brushed**	0	0
2521090	O	**Immersion Type Block Heater 110-120V** Standard location is center left hand under cab and includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	74	2
2521110	O	**Oil Pan Heater 120V/300W** Operates via 120V ShorePower System and keeps the oil warm when the engine is not running. This option utilizes the same receptacle as the immersion pre-heater if specified together.	65	2
2522110	S	**PACCAR 12V Starter** N/A PACCAR MX Engines	0	0
2538040	S	**3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA** Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	0
2539010	O	**Battery Warmer, 120V** 120V heating blanket that wraps around the batteries.	39	0
2539740	O	**Kissling Battery Disconnect Switch** 300 AMP; Mounted on battery box	222	3
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops**	0	0
2723210	S	**18.7 CFM Air Compressor** N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2921110	S	**PACCAR Fuel/Water Separator Standard Service Interval**	0	0
2921210	S	**No Fluid Heat Option for Fuel Filter**	0	0
2921320	O	**12V Heat for Fuel Filter**	68	0
3010400	O	**Engine Protection Shutdown** Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	10	0

Data	Code	Description	$ List	Weight
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 587: 1330 sq in, 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 384/386: 1301 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 320: 1242 sq in.	0	0
3120320	O	**Bugscreen-Removable Type Grill Mtd** Additional clips at bottom of bugscreen.	84	0
3120450	S	**Stainless Steel Grille**	0	0
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	0
3281750	O	**Pre-Cleaner ECG**	141	13
3365300	S	**Exhaust Vertical LH** DPF/SCR LH Back of Cab Vertical (2017).	0	0
3381860	O	**Exhaust 90 Degree Diffuser**	109	0
3387870	S	**24in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)**	0	0
Transmission & Equipment				
4052420	O	**Allison 4500 RDS-P Transmission, Gen 5** Rugged Duty Series. Includes Rear Transmission Support except on MX engines, TranSynd Transmission Fluid, and Water Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. (Suited for vehicles operating on/off highway and/or requiring PTO operation) Forward Ratios: 1st-4.70, 2nd-2.21, 3rd-1.53, 4th-1.00, 5th-0.76, 6th-0.67 / Reverse Ratios: DR-(5.55)	17,813	390
4211000	S	**SPL170 HD-XL Driveline, 1 Midship Bearing**	0	0
4216330	S	**SPL170 XL Driveline Interaxle** For tandem rear axles	0	0

Data	Code	Description	$ List	Weight
4252840	S	**Allison FuelSense 2.0 Plus** Features include: EcoCal shift technology keeps the engine speed at the most efficient level, DynActive Shifting system incorporates a learning algorithm that selects variable shift points to find the ideal balance of fuel economy and performance, based upon the vehicle specifications and environmental parameters. This is valuable for applications with heavy start-stop needs like refuse, city delivery, and construction and Neutral at Stop reduces or eliminates the load on the engine when vehicle is stopped, lowering fuel consumption and emissions.	0	0
4252940	S	**Allison Neutral At Stop** Neutral at Stop Features and Benefits: Reduces or eliminates the load on the engine when vehicle is stopped, Can help lower fuel consumption and C02 emissions and is included in FuelSense 2.0 Plus and Max packages only.	0	0
4256020	S	**Console Mounted Push Button Shifter** Allison transmissions	0	0
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 Transmission Only	0	0
4256870	O	**Allison Output Function S Neutral Indicator** For PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is switched On. Also, with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0	0
Air & Trailer Equipment				
4510330	S	**Bendix AD-IS EP Air Dryer with Heater** And Coalescing Filter; Extended Purge	0	0
4540420	S	**Nylon Chassis Hose**	0	0
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	0
4543530	O	**Clear Outside Frame of All Air System Components** LH BOC	678	0
4543540	O	**Clear Outside Frame of All Air System Components** RH BOC	678	0
Tires & Wheels				
5064010	S	**FF: BR 20PLY 315/80R22.5 M870** Diameter= 42.8 inches; SLR= 19.9 inches	0	0
5167320	O	**RR: BR 16ply 11R22.5 M843** Diameter = 42.5 inches; SLR = 19.9 inches	1,096	200

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Data	Code	Description	$ List	Weight
5190008	O	**Code-rear Tire Qty 08**	0	0
5210550	S	**FF: Accur Stl Armor 29039PK 22.5X9.00** PHP10-5 Hand Holes	0	0
5310600	S	**RR: Accur Stl Armor 50291PK 22.5X8.25** Heavy Duty, Two Hand Holes	0	0
5390008	O	**Code-rear Rim Qty 08**	0	0
Fuel Tanks				
5536130	O	**23 in Aluminum 80 Gallon Fuel Tank LH BOC** Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	31	13
5606080	O	**Location LH BOC Rear-Most 80 Gallon**	0	0
5650490	S	**Fuel Cooler** Required with single fuel tank.	0	0
5650710	O	**Locate BOC Fuel Tanks Forward As Far As Possible** May Result in Filler Neck Under Sleeper.	0	0
5652890	O	**DEF Tank Mounted LH BOC** Models 220 and 520 mounted LH cab fender	0	0
5652990	O	**Standard DEF To Fuel Ratio 2:1 Or Greater**	0	0
5655069	S	**DEF Tank 520**	0	0
Battery Box & Bumper				
6011070	O	**Aluminum Battery Box LH Frame Mtd Back Of Fender** 8 inch below top of frame	366	0
6121700	S	**Steel Bumper Channel Painted** Includes two front tow eyes with pins.	0	0
Cab & Equipment				
6501080	S	**53in LCF ProBilt Cab LH Drive** Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, pull down windshield sunshade, 16in steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls and 12V power connection behind header cover, rear cab corner windows, 18in bolt-on step each side, self-canceling turn signals and front directional and side mounted turn signals	0	0
6540020	O	**Key All Units Alike** Please add your 3 digit key code number in the key code field.	245	0

Data	Code	Description	$ List	Weight
6541275	O	**KEY G275**	0	0
6800500	S	**4.5 Inch Rubber Flares on Cab** and Wheel Well Fenders	0	0
6911720	S	**Peterbilt Driver Seat**	0	0
6921720	S	**Peterbilt Passenger Seat**	0	0
6931120	O	**Seat Belt Color Orange IPO Standard Black**	10	0
6939400	O	**Air Ride Driver**	310	43
6939420	O	**High Back Driver**	33	0
6939470	S	**Vinyl Driver**	0	0
6939510	S	**Non-Air Ride Passenger**	0	0
6939540	S	**Low Back Passenger**	0	0
6939570	S	**Vinyl Passenger**	0	0
7000000	S	**Gray Interior Color** Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover. For LH, RH, and dual steer dual seated power windows are standard on both doors. For dual steer RH stand-up the LH window is power and the RH window is a manual sliding window.	0	0
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0	0
7001620	S	**Steering Wheel with Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0	0
7040020	O	**Diamond Plate Floor Covering on Driver side floor** in place of Rubber Mat. In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	46	6
7220130	S	**Rear Window Back of Cab Standard Tint** 18.5in X 54in	0	0
7230350	S	**Two Piece Flat Windshield**	0	0
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7560100	O	**Mirrors SSTL Each Side Heated and Motorized** with Switch on Door. Right Click on option to See Picture in Product Portfolio.	-29	-7
7561450	O	**(4) Convex 8 Inch SSTL Mirrors; (2) Center** Mounted under and (2) center mounted over mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Includes dual door stops.	117	4
7610470	O	**(1) Air Horn 24.5in Chrome - Round w/Horn Shield**	66	0
7725715	O	**ConcertClass Without CD, Includes BT Phone and** Audio, AM/FM, WB, USB and MP3.	388	10
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	134	6

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7788055	S	**SmartLINQ Remote Diagnostics** SmartLINQ is Peterbilt's proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesn't require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available.. SmartLINQ is standard with MX-13 engines and available on the models 587,579,567,389,367 and 365.	0	0
7851330	O	**Cab Tilt Pump Air Assist**	509	0
7851580	O	**Front Cab Guard, Painted Black**	409	15
7851870	O	**Rain Gutters Over Driver and Passenger Doors**	74	8
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	0	0
7900970	S	**Backup Alarm Wiring To EOF**	0	0
8011400	S	**Main Transmission Oil Temperature Gauge** Located in Driver Information Display	0	0
8021315	S	**Air Restriction Indicator** Mounted on Exhaust Stanchion	0	0
8031120	O	**Warning Light Battery Disconnect, Switch Engaged** (Marker light) external mounted.	15	0
8110090	S	**Headlights Single Rectangular Halogen**	0	0
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door.	0	0
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with Full Truck only. Not available with Tractor.	0	0
8133960	O	**Daytime Running Lights** Required on all Canadian vehicles	60	0
Paint				
8500710	O	**Standard Paint Color Selection**	-200	0
8530770	S	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK N85700 BUMPER L0001EA BLACK	0	0

Options Not Subject To Discount

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9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	0	0
9400094	S	**PACCAR PX-9 Standard Coverage** 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0	0
Miscellaneous				
9409800	O	**2017 EPA Emissions Engine** Warranty Only	0	0
9409960	O	**Presentation Created Using Featured Spec** For Model	0	0

Total Adjusted Price (W/O Freight & Warranty & Surcharges)	~~$223,087~~
Freight Charge	$3,175
Options Not Subject to Discount	$0
Surcharges Not subject to Discount	$0
Total Weight	18137

Prices and Specifications Subject to Change Without Notice.

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SHORT EQUIPMENT, INC.

KEEPING YOU IN SERVICE

1210 E Gilbert Dr. Bldg B
Tempe, AZ 85281
www.shortequipment.com
Direct: 480-404-8542
Office: 480-999-5455
Prepared by: Zac Short

QUOTE

DATE	12/14/28
QUOTE #	127
VALID FOR	90 Days
TERMS	Net30

CUSTOMER

City of Flagstaff
Attn: George Beal

DESCRIPTION	Quantity	AMOUNT
New Way Mammoth LW 40FL		97,724.00
Light weight service hoist		
Hot Shift PTO Mount Vane Pump		
LED High Intensity Backup Lights (2 mid-body, 2 tailgate)		
LED High Intensity Work Lights (2 hopper, 1 canopy)		
Integrated Strobe System (top and bottom of tailgate)		
3rd Eye 5 camera system (locations determined by City)		
Acrylic Urethan Enamel Color Paint (color determined by City)		
Steel upgrades - Body Floor 3/16th" AR235, Hopper Floor 1/4" AR450		
High Pressure Filter		
8,000lb. Arm Lift Rating		
Shovel/Broom Rack		
Steel Tool Box 18x18x24		
Dual Lever Controls		
In Tank Oil Heater		
Low Fluid Level Switch		
Freight: Transport from Scranton, IA to Phoenix, AZ		

Subtotal	97,724.00
Taxable	-
Tax rate	
Tax due	-
Frieght	3,200.00
TOTAL	**$ 100,924.00**

TERMS AND CONDITIONS

1. Does not include taxes or fees unless otherwise noted
2. Valid for 30 days unless otherwise noted
3. Please return after signing or submit PO to confirm

Customer Acceptance (sign below):

x _____ Date:_____
Print Name:

If you have any questions about this price quote, please contact
Zac Short - zac@shortequipment.com

Thank You For Your Business!

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-18	Date Prepared:	3/11/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** *be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	RH08-18	Date Prepared:	3/5/2019

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PLEASE NOTE THIS IS A COMBINED OFFER FROM RUSH TRUCK CENTERS OF TEXAS, L. P.

AND

SCRANTON MFG./NEW WAY TRUCKS

CHASSIS UNIT COST PER HT06-18:	**$179,734.85**
NEW WAY SIDEWINDER XTR 31-YD ASL UNIT COST PER RH08-18:	**$121,495.00**

FLAGSTAFF, CITY OF - TOTAL COST FOR THIS COMBINED OFFER FOR one (1) UNIT: $301,229.85

SEE THE FOLLOWING PAGES FOR DETAILS

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-18	Date Prepared:	3/11/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	FLAGSTAFF, CITY OF	Contractor:	RUSH TRUCK CENTER, PHOENIX
Contact Person:	TODD HANSON	Prepared By:	GEORGE BEAL
Phone:	(928) 213-2278	Phone:	(602) 352-7601
Fax:	-	Fax:	(602) 352-5729
Email:	thanson@flagstaffaz.gov	Email:	bealg@rushenterprises.com

Product Code:	J2	Description:	PETERBILT "520" CHASSIS for New Way ASL Body

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 125,177.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$56,254.37
		Subtotal B:	$ 56,254.37

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$ -
		Subtotal C:	$ -

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	$ 181,431.37	=	Subtotal D:	$ 181,431.37

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: $ 1,500.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
RUSH TRUCK SPECIAL DISCOUNT	$ (25,029.86)	ADDITIONAL TAXES	$ 250.00
H-GAC FEE DISCOUNT - VENDOR PAID	$ (1,500.00)	TIRE RECYCLING PROGRAM	20
ARIZONA STATE TAX	$ 23,063.34	Subtotal F:	$ (3,196.52)

Delivery Date:	235 DAYS ARO	G. Total Purchase Price (D+E+F):	$ 179,734.85

PETERBILT COMPUTATIONS:

PETERBILT 520 CHASSIS: CHASSIS FOR NEW WAY FRONT LOADER

OPTIONS CALCULATIONS:

COMPLETE CHASSIS LIST PRICE: [SEE CHASSIS SPEC]	**$223,270.00**
CHASSIS LIST:	**$193,763.00**
CHASSIS OPTIONS LIST:	**$29,507.00**

	LIST		
$	**29,507.00**	**0.7031**	**$20,746.37**

OTHER PUBLISHED OPTIONS:

RTC-0048	**SHOP LABOR TO COMPLETE**	**$17,500.00**
RTC-0089	**L.E.D. BODY LIGHTS**	**$2,424.00**
RTC-0104	**REFUSE BODY PREP PACKAGE**	**$3,000.00**
RTC-0115	**BACK-UP CAMERA SYSTEM**	**$3,524.00**
RTC-0131	**SERVICE PACK [P.D.I]**	**$1,500.00**
RTC-0196	**TELEMATICS/SMARTLINK**	**$5,000.00**
RTC-0198	**PRE DELIVERY WORK**	**$1,060.00**
RTC-0203	**DELIVERY FROM BODY COMPANY**	**$1,500.00**

OTHER PUBLISHED OPTIONS TOTAL:	**$35,508.00**
TOTAL OF PUBLISHED OPTIONS FOR PAGE 1:	**$56,254.37**

CHASSIS & BODY OPTIONS

Side loader

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	RH08-18	Date Prepared:	3/5/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Flagstaff	Contractor:	Scranton Mfg./New Way Trucks
Contact Person:	Todd Hanson	Prepared By:	Dave Short
Phone:		Phone:	712-830-2925
Fax:		Fax:	
Email:		Email:	dshort@newwaytrucks.com

Product Code:	CK11	Description:	New Way: Sidewinder XTR 31-Yd High Compaction Automated Side Loader

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 122,883

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SW1 - Hot Shift PTO	2,726	SW3 - Halogen Work Lights	306
SW4 - Mid Body Backup Lights	422	SW5 - Lower Integrated Strobes	536
SW8 - Color Paint - FLNA51645	1,658	SW10 - Arm Control Switches - Under Seat Curbside	584
FL18 - Shovel/Broom Rack	197	SW14 - Toolbox	603
SW12 - Precrusher Panel	2,615	SW13 - Hopper Access Ladder	596
FL9 - 20LB Extinguisher	99		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	10342

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
3rd Eye - 5 Camera System w/ DVR	2,793.29	In Tank Oil Heater	1,471.36
Arm Control Switches - On Door	609	Expanded metal Screen - Front of Body	441.90
Trough Clean Out Tool	132.56	Clean Out Chute Extension	138.09
Low Fluid Level Switch	517.28		0
	0	Subtotal From Additional Sheet(s):	
	0	Subtotal C:	6103.48

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 5%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	139328.48	=	Subtotal D:	139328.48

E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Freight	3,200.00	Factory Discount	-21,033.48
		Subtotal E:	-17833.48

Delivery Date:	Sep-19	F. Total Purchase Price (D+E):	121495

Side loader

RUSH TRUCK CENTER A265
9600 W. ROOSEVELT ST.

TOLLESON, Arizona United States 85353
Phone: (602) 422-8100
Fax: (602) 422-8175
Email:

CITY OF FLAGSTAFF
211 W. ASPEN AVE.

FLAGSTAFF, Arizona United States 86001
Phone: (928) 213-2278
Fax:
Contact Email:
Prepared for: TODD HANSON

Vehicle Summary

Unit

Model:	Model 520
Type:	Full Truck
Description:	520 ASL

Application

Intended Serv.:	Refuse/Landfill
Commodity:	Refuse, Scrap, Recycling

Body

Type:	Automated Side Loader
Length (ft):	24
Height (ft):	13.5
Max Laden Weight (lbs):	1000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0.0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs)	44000
G.C.W. (lbs):	62000
Road Conditions:	
Class A (Highway)	100
Class B (Hwy/Mtn)	0
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	210
Overhang (in):	70
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	209.9
Cab to EOF (in):	279.9
Overall Comb. Length (in):	337

Special Req.

United States Registry

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

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Printed:	12/12/2018 3:19:49 PM	*Incomplete*	Model Number:	Model 520
Effective Date:	Jan 1, 2019		Quote/DTPO/CO:	Q32626033
Prepared by:	Administrator		Version Number:	38.10

RUSH TRUCK CENTER A265 9600 W. ROOSEVELT ST. TOLLESON, Arizona United States 85353 Phone: (602) 422-8100 Fax: (602) 422-8175 Email:	CITY OF FLAGSTAFF 211 W. ASPEN AVE. FLAGSTAFF, Arizona United States 86001 Phone: (928) 213-2278 Fax: Contact Email: Prepared for: TODD HANSON

Data	Code	Description	$ List	Weight
Base Model				
0005201	O	**Model 520** Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	193,763	16,475
0091180	O	**Refuse, Scrap, Recycling**	0	0
0093040	O	**Refuse/Landfill** Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).	0	0
0095120	O	**Automated Side Loader**	0	0
0098170	O	**United States Registry**	0	0
Configuration				
0200700	O	**Not Applicable** Secondary Manufacturer	0	0
Frame & Equipment				
0514160	O	**10-3/4in Steel Rails 306-342in** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	149	194
0611330	O	**Zinc Coated Anti Corrosion Treated Frame Rails** Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	393	4
0644090	S	**EOF Square without Xmbr** For use with body builder installed crossmember.	0	0
0651090	S	**Omit Rear Mudflaps and Hangers**	0	0
0713130	O	**(2) Solid Mount Cable Hooks**	0	40

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Effective Date:	Jan 1, 2019		Quote/DTPO/CO:	Q32626033
Prepared by:	Administrator		Version Number:	38.10

Data	Code	Description	$ List	Weight
Front Axle & Equipment				
1011890	S	**PACCAR Steer Axle 20,000 lb, 4 in. Drop** Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency.	0	26
1114030	S	**Taper Leaf Springs, Shocks 20,000 lb** Standard with Heavy Resistance Shocks.	0	0
1243010	S	**Power Steering Sheppard M100 Dual** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	0
1354840	O	**PHP10 Iron PreSet PLUS Hubs**	-858	84
1380280	O	**Bendix Air Cam Front Drum Brakes 16.5x7** For use with 16,000 lbs to 22,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	557	0
1380490	O	**PACCAR Wide Track IPO Std** 71in KPI IPO 69in for improved turning radius.	0	0
1391390	O	**Long Stroke Brakes, Front Axle**	26	0
1391410	O	**Gusseted Cam Brackets, Steer Axle**	28	0
1392970	O	**Heavy Duty Cam Bushings, Steer Axle**	31	0
Rear Axle & Equipment				
1523330	O	**Dana Spicer DSH44 44,000 lb, High Performance 44** Interaxle diff lock air rocker occupies space of one gauge. 12.5 mm housing, 15.75 ring gear. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	-507	-311
1616290	O	**PHP10 Aluminum PreSet PLUS Hubs**	-629	0
1632650	S	**Long Stroke Parking Brakes, Drive Axle(s)**	0	0
1672630	O	**Diff Lock Both Axles** (Air Rocker Switch occupies the space of one gauge)	2,046	60
1680280	O	**Bendix Smart ATC Traction Control**	228	2
1680440	O	**Refuse Service Brakes, Steer And Drive Axles**	0	0
1680450	O	**Rear Brake Camshaft Reinforcement**	62	9
1680490	O	**Gusseted Cam Brackets, Drive Axle(s)**	71	2

Data	Code	Description	$ List	Weight
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	0
1682710	O	**Anti-Lock Braking System (ABS) 6S6M** ABS-6. Includes air braking system.	418	35
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1687020	O	**Bendix Air Cam Rear Drum Brakes 16.5x8.6** Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information.	-1,080	0
1705570	O	**Ratio 5.57 Rear Axle**	0	0
1824240	O	**Hendrickson Haulmaax HMX460 46,000 lb, 54in Axle** Spacing, 60K Creep Rating	1,046	-64
1911010	S	**Steel Suspension Insert Up To 77in Overhang**	0	0

Engine & Equipment

2074507	O	**PACCAR PX-9 370@1900 GOV@2100 1250@1400** Performance (2017 Emissions) N21320 N205 65...Standard Maximum Speed Limit [LSL] N21330 N207 0....Expiration Distance N21350 P001 65...Maximum Accelerator Pedal Vehicle Speed N21370 P059 65...Maximum Cruise Speed N21400 N203 252..Reserve Speed Function Reset Distance N21410 N202 0....Maximum Cycle Distance N21420 N206 10...Maximum Active Distance N21430 N201 0....Reserve Speed Limit Offset N21440 P015 NO...Engine Protection Shutdown N21450 P026 NO...Gear Down Protection N21460 P046 1400.Max PTO Speed N21470 P062 NO...Cruise Control Auto Resume N21480 P068 NO...Auto Engine Brake in Cruise N21500 N209 0....Expiration Distance N21510 P520 YES..Enable Idle Shutdown Park Brake Set N21520 P030 5....Timer Setting N21530 P233 YES..Enable Impending Shutdown Warning N21540 P234 60...Timer For Impending Shutdown Warning N21550 P516 35...Engine Load Threshold N21570 P031 NO...Idle Shutdown Manual Overrule N21590 P230 YES..Enable Hot Ambient Automatic Overrule N21610 P172 40...Low Ambient Temperature Threshold N21620 P173 60...Intermediate Ambient Temperature Threshold N21630 P171 80...High Ambient Temperature Threshold	2,572	0

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Effective Date:	Jan 1, 2019		Quote/DTPO/CO:	Q32626033
Prepared by:	Administrator		Version Number:	38.10

Data	Code	Description	$ List	Weight
2091305	O	**Engine Idle Shutdown Timer Enabled**	0	0
2091315	O	**Enable EIST Ambient Temp Overrule**	0	0
2091320	O	**Enable EIST in PTO Mode**	0	0
2091372	O	**Eff EIST NA Expiration Miles**	0	0
2091640	O	**Effective VSL Setting NA**	0	0
2140200	S	**CARB Engine Idling Compliance** PACCAR PX-7, PX-9 and MX, Cummins ISL, ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	0
2513060	S	**PACCAR 160 Amp Alternator, Brushed**	0	0
2521090	O	**Immersion Type Block Heater 110-120V** Standard location is center left hand under cab and includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	74	2
2521110	O	**Oil Pan Heater 120V/300W** Operates via 120V ShorePower System and keeps the oil warm when the engine is not running. This option utilizes the same receptacle as the immersion pre-heater if specified together.	65	2
2522110	S	**PACCAR 12V Starter** N/A PACCAR MX Engines	0	0
2538040	S	**3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA** Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	0
2539010	O	**Battery Warmer, 120V** 120V heating blanket that wraps around the batteries.	39	0
2539740	O	**Kissling Battery Disconnect Switch** 300 AMP; Mounted on battery box	222	3
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops**	0	0
2723210	S	**18.7 CFM Air Compressor** N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2921110	S	**PACCAR Fuel/Water Separator Standard Service Interval**	0	0
2921210	S	**No Fluid Heat Option for Fuel Filter**	0	0
2921320	O	**12V Heat for Fuel Filter**	68	0
3010400	O	**Engine Protection Shutdown** Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	10	0

Data	Code	Description	$ List	Weight
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 587: 1330 sq in, 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 384/386: 1301 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 320: 1242 sq in.	0	0
3120320	O	**Bugscreen-Removable Type Grill Mtd** Additional clips at bottom of bugscreen.	84	0
3120450	S	**Stainless Steel Grille**	0	0
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	0
3281750	O	**Pre-Cleaner ECG**	141	13
3365300	S	**Exhaust Vertical LH** DPF/SCR LH Back of Cab Vertical (2017).	0	0
3381860	O	**Exhaust 90 Degree Diffuser**	109	0
3387870	S	**24in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)**	0	0
Transmission & Equipment				
4052420	O	**Allison 4500 RDS-P Transmission, Gen 5** Rugged Duty Series. Includes Rear Transmission Support except on MX engines, TranSynd Transmission Fluid, and Water Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. (Suited for vehicles operating on/off highway and/or requiring PTO operation) Forward Ratios: 1st-4.70, 2nd-2.21, 3rd-1.53, 4th-1.00, 5th-0.76, 6th-0.67 / Reverse Ratios: DR-(5.55)	17,813	390
4211000	S	**SPL170 HD-XL Driveline, 1 Midship Bearing**	0	0
4216330	S	**SPL170 XL Driveline Interaxle** For tandem rear axles	0	0

Data	Code	Description	$ List	Weight
4252840	S	**Allison FuelSense 2.0 Plus** Features include: EcoCal shift technology keeps the engine speed at the most efficient level, DynActive Shifting system incorporates a learning algorithm that selects variable shift points to find the ideal balance of fuel economy and performance, based upon the vehicle specifications and environmental parameters. This is valuable for applications with heavy start-stop needs like refuse, city delivery, and construction and Neutral at Stop reduces or eliminates the load on the engine when vehicle is stopped, lowering fuel consumption and emissions.	0	0
4252940	S	**Allison Neutral At Stop** Neutral at Stop Features and Benefits: Reduces or eliminates the load on the engine when vehicle is stopped, Can help lower fuel consumption and C02 emissions and is included in FuelSense 2.0 Plus and Max packages only.	0	0
4256020	S	**Console Mounted Push Button Shifter** Allison transmissions	0	0
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 Transmission Only	0	0
4256870	O	**Allison Output Function S Neutral Indicator** For PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is switched On. Also, with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0	0
Air & Trailer Equipment				
4510330	S	**Bendix AD-IS EP Air Dryer with Heater** And Coalescing Filter; Extended Purge	0	0
4540420	S	**Nylon Chassis Hose**	0	0
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	0
4543530	O	**Clear Outside Frame of All Air System Components** LH BOC	678	0
4543540	O	**Clear Outside Frame of All Air System Components** RH BOC	678	0
Tires & Wheels				
5064010	S	**FF: BR 20PLY 315/80R22.5 M870** Diameter= 42.8 inches; SLR= 19.9 inches	0	0
5167320	O	**RR: BR 16ply 11R22.5 M843** Diameter = 42.5 inches; SLR = 19.9 inches	1,096	200

Data	Code	Description	$ List	Weight
5190008	O	**Code-rear Tire Qty 08**	0	0
5210550	S	**FF: Accur Stl Armor 29039PK 22.5X9.00** PHP10-5 Hand Holes	0	0
5310600	S	**RR: Accur Stl Armor 50291PK 22.5X8.25** Heavy Duty, Two Hand Holes	0	0
5390008	O	**Code-rear Rim Qty 08**	0	0
Fuel Tanks				
5536130	O	**23 in Aluminum 80 Gallon Fuel Tank LH BOC** Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	31	13
5606080	O	**Location LH BOC Rear-Most 80 Gallon**	0	0
5650490	S	**Fuel Cooler** Required with single fuel tank.	0	0
5650710	O	**Locate BOC Fuel Tanks Forward As Far As Possible** May Result in Filler Neck Under Sleeper.	0	0
5652890	O	**DEF Tank Mounted LH BOC** Models 220 and 520 mounted LH cab fender	0	0
5652990	O	**Standard DEF To Fuel Ratio 2:1 Or Greater**	0	0
5655069	S	**DEF Tank 520**	0	0
Battery Box & Bumper				
6011070	O	**Aluminum Battery Box LH Frame Mtd Back Of Fender** 8 inch below top of frame	366	0
6121700	S	**Steel Bumper Channel Painted** Includes two front tow eyes with pins.	0	0
Cab & Equipment				
6501090	O	**53in LCF ProBilt Cab RH Drive** Use with auto trans. Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, pull down windshield sunshade, 16in steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls, rear cab corner windows, 18in bolt-on step on each side, self-canceling turn signals and Front Directional and Side Mounted Turn Signals.	1,339	0
6540020	O	**Key All Units Alike** Please add your 3 digit key code number in the key code field.	245	0

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Effective Date:	Jan 1, 2019		Quote/DTPO/CO:	Q32626033
Prepared by:	Administrator		Version Number:	38.10

Data	Code	Description	$ List	Weight
6541275	O	**KEY G275**	0	0
6800500	S	**4.5 Inch Rubber Flares on Cab** and Wheel Well Fenders	0	0
6911720	S	**Peterbilt Driver Seat**	0	0
6921720	S	**Peterbilt Passenger Seat**	0	0
6931120	O	**Seat Belt Color Orange IPO Standard Black**	10	0
6939400	O	**Air Ride Driver**	310	43
6939420	O	**High Back Driver**	33	0
6939470	S	**Vinyl Driver**	0	0
6939510	S	**Non-Air Ride Passenger**	0	0
6939540	S	**Low Back Passenger**	0	0
6939570	S	**Vinyl Passenger**	0	0
7000000	S	**Gray Interior Color** Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover. For LH, RH, and dual steer dual seated power windows are standard on both doors. For dual steer RH stand-up the LH window is power and the RH window is a manual sliding window.	0	0
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0	0
7001620	S	**Steering Wheel with Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0	0
7040020	O	**Diamond Plate Floor Covering on Driver side floor** in place of Rubber Mat. In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	46	6
7220130	S	**Rear Window Back of Cab Standard Tint** 18.5in X 54in	0	0
7230350	S	**Two Piece Flat Windshield**	0	0
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7410040	O	**Outside Sunvisor - Stainless Steel** Not available with 2.1M high roof sleeper.	363	4
7560100	O	**Mirrors SSTL Each Side Heated and Motorized** with Switch on Door. Right Click on option to See Picture in Product Portfolio.	-29	-7
7561450	O	**(4) Convex 8 Inch SSTL Mirrors; (2) Center** Mounted under and (2) center mounted over mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Includes dual door stops.	117	4
7610470	O	**(1) Air Horn 24.5in Chrome - Round w/Horn Shield**	66	0
7725715	O	**ConcertClass Without CD, Includes BT Phone and** Audio, AM/FM, WB, USB and MP3.	388	10

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	12/12/2018 3:19:49 PM	*Incomplete*	Model Number:	Model 520
Effective Date:	Jan 1, 2019		Quote/DTPO/CO:	Q32626033
Prepared by:	Administrator		Version Number:	38.10

Data	Code	Description	$ List	Weight
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	134	6
7788055	S	**SmartLINQ Remote Diagnostics** SmartLINQ is Peterbilt's proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesn't require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available.. SmartLINQ is standard with MX-13 engines and available on the models 587,579,567,389,367 and 365.	0	0
7851330	O	**Cab Tilt Pump Air Assist**	509	0
7851870	O	**Rain Gutters Over Driver and Passenger Doors**	74	8
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	0	0
7900970	S	**Backup Alarm Wiring To EOF**	0	0
8011400	S	**Main Transmission Oil Temperature Gauge** Located in Driver Information Display	0	0
8021315	S	**Air Restriction Indicator** Mounted on Exhaust Stanchion	0	0
8031120	O	**Warning Light Battery Disconnect, Switch Engaged** (Marker light) external mounted.	15	0
8110090	S	**Headlights Single Rectangular Halogen**	0	0
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door.	0	0
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with Full Truck only. Not available with Tractor.	0	0
8133960	O	**Daytime Running Lights** Required on all Canadian vehicles	60	0
Paint				
8500710	O	**Standard Paint Color Selection**	-200	0
8530770	S	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK N85700 BUMPER L0001EA BLACK	0	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	12/12/2018 3:19:49 PM	*Incomplete*	Model Number:	Model 520
Effective Date:	Jan 1, 2019		Quote/DTPO/CO:	Q32626033
Prepared by:	Administrator		Version Number:	38.10

Data	Code	Description	$ List	Weight
Options Not Subject To Discount				
9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	0	0
9400094	S	**PACCAR PX-9 Standard Coverage** 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0	0
Miscellaneous				
9409800	O	**2017 EPA Emissions Engine** Warranty Only	0	0
9409960	O	**Presentation Created Using Featured Spec** For Model	0	0

Total Adjusted Price (W/O Freight & Warranty & Surcharges)	~~$223,270~~
Freight Charge	$3,175
Options Not Subject to Discount	$0
Surcharges Not subject to Discount	$0
Total Weight	17253

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	12/12/2018 3:19:49 PM	*Incomplete*	Model Number:	Model 520
Effective Date:	Jan 1, 2019		Quote/DTPO/CO:	Q32626033
Prepared by:	Administrator		Version Number:	38.10

SHORT
EQUIPMENT, INC.
KEEPING YOU IN SERVICE

QUOTE

1210 E Gilbert Dr. Bldg B
Tempe, AZ 85281
www.shortequipment.com
Direct: 480-404-8542
Office: 480-999-5455
Prepared by: Zac Short

DATE	12/14/28
QUOTE #	128
VALID FOR	90 Days
TERMS	Net30

CUSTOMER
City of Flagstaff
Attn: George Beal

DESCRIPTION	Quantity	AMOUNT
New Way Sidewinder 31ASL		118,295.00
Hot Shift PTO Mount Vane Pump		
LED High Intensity Mid-Body Backup Lights		
LED High Intensity Work Lights (1 hopper, 1 arm/container)		
Integrated Strobe System (top and bottom of tailgate)		
Precrusher Panel		
3rd Eye 5 camera system w/ DVR (locations determined by City)		
Acrylic Urethan Enamel Color Paint (color determined by City)		
Controls: Joystick, Soft touch Paddle Switches, Under Seat Rockers		
In Tank Oil Heater		
Hopper Access Ladder		
Shovel/Broom Rack and Cleanout Tool		
Steel Tool Box 18x18x24		
Low Fluid Level Switch		
Expanded Steel - Front of Hopper (Fly-Away Retention)		
Hopper Clean Out Tool		
20lb. Fire Extinguisher		
Freight: Transport from Scranton, IA to Phoenix, AZ		

Subtotal	118,295.00
Taxable	-
Tax rate	
Tax due	-
Frieght	3,200.00
TOTAL	**$ 121,495.00**

TERMS AND CONDITIONS
1. Does not include taxes or fees unless otherwise noted
2. Valid for 30 days unless otherwise noted
3. Please return after signing or submit PO to confirm

Customer Acceptance (sign below):

x _____ Date:_____
Print Name:

If you have any questions about this price quote, please contact
Zac Short - zac@shortequipment.com

Thank You For Your Business!

COOPERATIVE PURCHASE CONTRACT
Contract No. 2019-94

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 2019 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Rush Truck Centers, Inc., a State of Texas corporation ("Contractor").

RECITALS:

A. Contractor has Contracts #RH08-18 and #HT06-18 with the Houston-Galveston Area Council (H-GAC) to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

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

AGREEMENT:

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

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

One (1) 2020 Peterbilt Model 520 Side Load Solid Waste Truck

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

3. Payment. Payment to the Contractor for the materials and or services provided shall be **$301,229.85**, made in accordance with the price list and terms set forth in the Agency Contract.

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

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

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

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

8. Notice. Any notices concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Jessica Bryson
Senior Procurement Specialist
City of Flagstaff
Purchasing Section
211 West Aspen Avenue
Flagstaff, AZ 86001
jbryson@flagstaffaz.gov

With a copy to:

Todd Hanson
Solid Waste/Fleet Section Director
City of Flagstaff
Public Works Section
211 West Aspen Avenue
Flagstaff, AZ 86001
THanson@flagstaffaz.gov

To the Contractor:

George Beal
Sales Representative
Rush Truck Centers, Inc.
9600 West Roosevelt Street
Tolleson, AZ 85353
bealg@rushenterprises.com

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

CONTRACTOR:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
SPECIFIC REQUIREMENTS OF CITY

Price: Per Purchase Order

Specifications: Per Purchase Order

Schedule of performance: Per Purchase Order

Delivery location: Per Purchase Order

Notices: All notices to City shall be sent to:

Buyer: Jessica Bryson
Senior Procurement Specialist
Purchasing Department
211 W. Aspen Drive
Flagstaff, Arizona 86001
(928) 213-2276

Attach: Certificate of Insurance

EXHIBIT B
AGENCY CONTRACT

Houston-Galveston Area Council cooperative contracts #RH08-18 and #HT06-18 are attached hereto.

COOPERATIVE PURCHASE CONTRACT
Contract No. 2019-95

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 2019 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Rush Truck Centers, Inc., a State of Texas corporation ("Contractor").

RECITALS:

A. Contractor has Contract #RH08-18 and #HT06-18 with the Houston-Galveston Area Council (H-GAC) to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

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

AGREEMENT:

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

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

One (1) 2020 Peterbilt Model 520 Front Load Solid Waste Truck

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

3. Payment. Payment to the Contractor for the materials and or services provided shall be **$278,839.67**, made in accordance with the price list and terms set forth in the Agency Contract.

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

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

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

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

8. Notice. Any notices concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Jessica Bryson
Senior Procurement Specialist
City of Flagstaff
Purchasing Section
211 West Aspen Avenue
Flagstaff, AZ 86001
jbryson@flagstaffaz.gov

With a copy to:

Todd Hanson
Solid Waste/Fleet Section Director
City of Flagstaff
Public Works Section
211 West Aspen Avenue
Flagstaff, AZ 86001
THanson@flagstaffaz.gov

To the Contractor:

George Beal
Sales Representative
Rush Truck Centers, Inc.
9600 West Roosevelt Street
Tolleson, AZ 85353
bealg@rushenterprises.com

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

CONTRACTOR:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
SPECIFIC REQUIREMENTS OF CITY

Price: Per Purchase Order

Specifications: Per Purchase Order

Schedule of performance: Per Purchase Order

Delivery location: Per Purchase Order

Notices: All notices to City shall be sent to:

Buyer: Jessica Bryson
Senior Procurement Specialist
Purchasing Department
211 W. Aspen Drive
Flagstaff, Arizona 86001
(928) 213-2276

Attach: Certificate of Insurance

EXHIBIT B
AGENCY CONTRACT

Houston-Galveston Area Council cooperative contracts #RH08-18 and #HT06-18 are attached hereto.

9. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Mark Richardson, Operations Manager
Co-Submitter:	Sandy Corder
Date:	04/11/2019
Meeting Date:	04/16/2019

TITLE:

Consideration and Approval of Cooperative Contract: Purchase Itron 500W RIVA ERT(Encoder Receiver Transmitters) from Ferguson Water Works through a cooperative purchase contract in the amount not to exceed $300,000.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative purchase contract with Ferguson Water Works through the State of Arizona contract ADSP014-074995 to purchase Itron 500W RIVA ERTs not to exceed $300,000; and
2. Authorize the City Manager to execute the necessary documents

Executive Summary:

Water Services utilizes an Itron ERT to transmit meter data to a collector used by the City's Meter Readers. The contract for purchasing Itron ERTs has expired and new updated versions are now needed as part of the *Radio Read Meter Replacement Program*. This cooperative purchase contract will allow Water Services to purchase 3,380 ERTs for installation this calendar year.

Financial Impact:

The Radio Read Meter Replacement Program is funded annually through the Water Services Operational Budget as well as through project funding.

Radio Read Meter Replacement 202-08-370-3170-0-4461 FY19 Budget $1,501,707
Water & Sewer Parts 202-08-303-1055-0-4360 FY19 Budget $187,718

Policy Impact:

No negative Impact

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

Water Conservation : become a national leader in water conservation in all sectors. (provide accurate data)

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1. Reject the use of the cooperative purchase contract and re-bid the purchase of Itron 500W RIVA ERTs; or
2. Reject the use of the Itron 500W RIVA ERTs and use the older technology, Itron 100W ERT.

Background/History:

The City of Flagstaff has been utilizing the Itron Encoder Receiver Transmitter (ERTs) for many years. The Itron system reduces the issues caused when different types of meters are used. The last contract for the Itron ERT was executed in February 2012, with extensions.

In 2018, Council approved the new Meter contract with Core & Main for Neptune Mach 10 ultrasonic meters. This was the first step in advancing the City's meter technologies. The next step is to upgrade the current technology with a new Itron 500W RIVA unit which can be used in developing a true AMR (Automated Meter Read) system.

Key Considerations:

The City of Flagstaff has chosen the Itron ERT as its basic communication platform for all water meters and has been utilizing that system for many years.

Expanded Financial Considerations:

Water Services continually funds a meter replacement program whether in the operating budget or under the Capital program. Upgrading the older system to newer technology will allow the City to make the future choice on an AMR.

The $300,000 will allow the purchase of up to 3,382 ERTs tax inclusive.

Community Benefits and Considerations:

Upgrade the technology for better meter data aquisition.

Attachments: Contract Letter
Pricing for Itron 500W
Contract Extension
AZ Master Contract
City Co-Op Contract

March 8, 2019

City of Flagstaff
Attn: Leanne Garcia
5401 E. Commerce Ave
Flagstaff, Az 86004
(928) 213-2279
lgarcia@flagstaffaz.gov

Ref: AZ State Contract — ADSP014-074945

Good Afternoon Leanne,

On the State of Arizona Contract ADSP014-074945 this letter is to confirm that Ferguson Waterworks, operating under the same Tax ID# 54-1211771 as the Ferguson Plumbing division, is authorized to provide applicable products under the Terms and Conditions of State Contract ADSP014-074945. This includes providing water metering parts and Iron ERT equipment to the City of Flagstaff (State Cooperative Member) for all Advanced Metering Reading (AMR) and Advanced Metering Infrastructure (AMI) solutions as well as pipe, valves, and fittings, ect required for installation.

Sincerely,

Bill Romo
Municipal Outside Sales

Ferguson Waterworks
111 East Buckeye Road Suite 5, Phoenix, AZ 85004
T: (602) 495 8420 C: (602) 725 5908 F: (602) 262 4276
E: Bill.Romo@Ferguson.com

www.Ferguson.com/Waterworks

FERGUSON WATERWORKS (3083)
111 EAST BUCKEYE ROAD SUITE 5
PHOENIX, AZ 85004-2725

Phone: 602-495-8420
Fax: 602-262-4276

Deliver To:
From: 0
Comments:

FERGUSON WATERWORKS #3083
Price Quotation
Phone: 602-495-8420
Fax: 602-262-4276

Bid No: B303044
Bid Date: 03/06/19
Quoted By: GBR

Cust Phone: 928-213-2100
Terms: NET 10TH PROX

Customer: CITY OF FLAGSTAFF
5401 E COMMERCE
FLAGSTAFF, AZ 86004

Ship To: CITY OF FLAGSTAFF
5401 E COMMERCE
FLAGSTAFF, AZ 86004

Cust PO#:

Job Name: ITRON 500W ERT

Item	Description	Quantity	Net Price	UM	Total
	---- Pricing per our State of Arizona Contract # ADSPO14-074945 ---- Attn: Mark Richardson ---- Itron 500W RIVA ERT ----				
SP-MITRON500WRIVA	ITRON 500W RIVA PIT ERT ---- Thank you ----	1000	81.670	EA	81670.00

Net Total:	$81670.00
Tax:	$7023.62
Freight:	$0.00
Total:	$88693.62

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

Contract Amendment

CONTRACT NO.: ADSPO14-074945 Building and Plumbing Materials - Statewide (PLUMBING)	PAGE 1	AZ DEPT. OF ADMINISTRATION STATE PROCUREMENT OFFICE 100 N. 15TH AVE., STE. 402 Phoenix, AZ 85007
AMENDMENT NO.:	OF 1	

CONTRACTOR: FERGUSON ENTERPRISES INC 2201 E Medina TUCSON, AZ 85706-7039 **CONTACT:** Troy Lewallen **PHONE:** (520)792-1700 Ext. 8834 **EMAIL:** TROY.LEWALLEN@FERGUSON.COM	**STATE AGENCY:** AZ Department of Administration (ADOA) State Procurement Office 100 N. 15th Ave., Ste.402 Phoenix, AZ 85007 **CONTACT:** William Loveland **PHONE:** 602-542-9158 **EMAIL:** William.loveland@azdoa.gov

Building and Plumbing Materials

Pursuant to Uniform Terms and Conditions, Section 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. In accordance with the Special Terms and Conditions, Section 1, Contract, 1.3, Contract Extension, the above referenced Contract shall be extended to 7/8/2019.

All other terms, conditions and provisions remain unchanged.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.

ARIZONA STATE CONTRACT

MASTER CONTRACT - TERM

Purchase Order No.: ADSPO14-074945
Organizational Reference No.:
Effective Date: 07/08/2014
Valid Through: 07/07/2015

VENDOR

Vendor Number: 9000003411
FERGUSON ENTERPRISES INC
111 E BUCKEYE RD
PHOENIX, AZ 85004

ISSUED BY

State of Arizona
State Procurement Office
100 N. 15th Avenue
Suite 201
Attention Procurement Group
Phoenix, AZ 85007

Jennifer Wenger

Contract No.: ADSPO14-074945
Title: Building and Plumbing Materials - Statewide (PLUMBING)

The following documents make up the Contract and are incorporated herein by reference.

PO Terms & Conditions
OFFER & ACCEPTANCE FORM
CORE LIST CATALOG
PF149002N SPEC SHEET
SPEC SHEET FOR LIN100839

Please refer to the electronic order in Procure.AZ.gov for the complete list of attachments

Blanket Instructions

TERMS AND CONDITIONS set forth in our Bid, Quotation, or Purchase Order are incorporated herein by reference and become a part of this order.

Account Code:

Solicitation (Bid) No.:

Payment Terms: Net 30

Shipping Terms: F.O.B., Destination

Delivery Calendar Day(s) A.R.O.: 1

Item	Description	Requisition	Quantity	Unit	Unit Price	Total
2	For each release, Customer needs to enter in the Contracted Unit Cost from the Core List (attached) or the Unit Cost as per Contractor's Catalog price as well as the contracted Discount from List Price in the Discount Percent field if that is not already part of the list price. Customer should also include a description of the specific item being ordered in the Item Description field or attach a quote from the Contractor with the specific item description.					
1	Class-Item 670-57 PLUMBING - Enter the contracted Discount Price to State from the Core List Price Sheet or the discounted price from the general catalog. Discount Off varies among manufacturers.		0.00	EA	$ 0.00	$ 0.00

TOTAL: $ 0.00

Approved By: Jennifer Wenger

Phone No.: (602) 364-1113

COOPERATIVE PURCHASE CONTRACT
Contract No. 2019-104

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

RECITALS:

A. Contractor has a contract with the State of Arizona to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

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

AGREEMENT:

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

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

    a. Purchase Water Meter Electronic Radio Transmitter (ERT's)
    Itron 500W RIVA ERT (Encoder Receiver Transmitters) not to exceed $300,000.

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

3. Payment. Payment to the Contractor for the materials and or services provided shall be made in accordance with the price list and terms set forth in the Agency Contract.

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

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

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

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

CONTRACTOR: FERGUSON WATERWORKS

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
SPECIFIC REQUIREMENTS OF CITY

Price: "Per Purchase Order"

Specifications: "Per Purchase Order"

Schedule of performance: "Per Purchase Order"

Delivery location "Per Purchase Order"

Notices: All notices to City shall be sent to:

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

Attach: Certificate of Insurance

EXHIBIT B
AGENCY CONTRACT

State of Arizona Master Contract-Contract Number: ADSPO14-074945 (2 pages)

Ferguson Waterworks Contract Authorization Letter (1 page)

Contract Renewal (Amendment) (2 pages)

Ferguson Waterworks Price Quotation- Itron 500W Riva ERT (1 page)

9. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Mark Richardson, Operations Manager
Co-Submitter:	Sandy Corder
Date:	04/11/2019
Meeting Date:	04/16/2019

TITLE:

Consideration and Approval of Cooperative Contract: For water meter exchange out and repair services for the *Water Meter Replacement Program* with Water Metering Services, Inc. through a cooperative purchase contract with the City of Tempe, AZ for a sum not to exceed $250,000 per fiscal year.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative purchase contract with Metering Services, Inc. for water meter exchange out and repair services for the *Water Meter Replacement Program* through the City of Tempe Contract No. WUD14-I51-01 in a sum not to exceed $250,000 per fiscal year; and
2. Authorize the City Manager to execute the necessary documents

Executive Summary:

The *Water Meter Replacement Program* replaces older meters that have met their life expectancy per American Water Works Association (AWWA) Standards *M6 Meters*. As meters age, they will tend to slow down and record less water that flows through the meter. The City of Flagstaff Water Services is targeting to replace meters older than 12 years with new up to date ultrasonic meters. Currently, water distribution crews replace approximately 200 water meters per year of the approximately 8,694 older meters. This cooperative purchase contract will help with the implementation of the replacement program and increase water meter replacements between 2,500 to 3,000 meters per year.

Financial Impact:

The *Water Meter Replacement Program* is funded annually through the Water Services operational budget as well as project funding: *Radio Read Meter Replacement* 202-08-370-3170-0-4461, FY 2019 Budget $1,501,707.

Policy Impact:

No negative impact

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

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

Has There Been Previous Council Decision on This:

No previous decision by Council.

Options and Alternatives:

1. Approve the cooperative purchase contract; or
2. Reject the cooperative purchase contract and seek a new separate contract; or
3. Reject the cooperative purchase contract and fund additional staff to perform the water meter replacements.

Background/History:

Flagstaff Water Services initiated a *Radio Read Meter Replacement Program* to handle the upgrade of the residential water meters. Over time, mechanical type meters slow down and under report water consumption. In following AWWA standard *M6 Water Meters*, Flagstaff Water Services is working to replace mechanical style meters after 12 years of use. The new meters will be a Neptune Mach 10 Ultrasonic meter with a life expectancy of 20 years. In June 2018, City Council approved the purchase contract with Core & Main for the new Neptune water meters.

Based on existing workloads, Water Services staff changes out an average of 200 meters per year. A 2017 review of existing meters showed that over showed that forty- three (43) percent of residential meters (8,694 meters) met the 12 year or older criteria for replacement. To increase the number of meters replaced on an annual basis, it is recommended to utilize a meter service company. It is anticipated with this contract the number of water meters replaced can be increased between 2,500-3,000 water meters each year. The City of Tempe, Arizona had initiated a similar program in 2014 and continues with the same program today. Flagstaff Water Services is hoping to utilize the cooperative purchase contract to increase the number of meters replaced annually.

Key Considerations:

Moving forward with an accelerated meter replacement program will improve the accuracy of the Water Services billing and more accurately help in identifying lost and unaccounted water in our system.

Expanded Financial Considerations:

Accurate meter reads are necessary when billing for services provided. Over time as mechanical meters slow down and under report usage, revenues are lost. Accurate and efficient meters will improve the billing, better inform customers as to their real water consumption and promote water conservation.

Community Benefits and Considerations:

Provide accurate water consumption data.

Expanded Options and Alternatives:

Alternatives to contracting this service is to increase the staffing to perform similar activities without impacting the current work load of the Water Service Distribution Section.

Attachments: Metering Services Contract
Original Tempe Contract
Tempe Renewal Contract
City of Tempe RFP

COOPERATIVE PURCHASE CONTRACT
Contract No. 2019-72

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

RECITALS:

A. Contractor has a contract with City of Tempe to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

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

AGREEMENT:

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

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

    a. Contract for water meter exchange out and repair services for the Water Meter Replacement Program with Water Metering Services, Inc of Tempe, AZ

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

3. Payment. Payment to the Contractor for the materials and or services provided shall be made in accordance with the price list and terms set forth in the Agency Contract.

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

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

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

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

CONTRACTOR: - METERING SERVICES, INC.

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
SPECIFIC REQUIREMENTS OF CITY

Price: "Per Purchase Order"

Specifications: "Per Purchase Order"

Schedule of performance: "Per Purchase Order"

Delivery location "Per Purchase Order"

Notices: All notices to City shall be sent to:

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

Attach: Certificate of Insurance

EXHIBIT B
AGENCY CONTRACT

Water Meter Exchange Out and Repair Services-Contract Number WUD14-151-01
Contract Award Notice - (15 pages)

Contract Renewal Notice (2 pages)

Bid Documents, including Vendor's bid (City of Tempe Original RFP (41 pages)

Contract Award Notice

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Contract Number: WUD14-151-01

Metering Services, Inc.
Attn: Dave Frampton
515 South 48th Street, #108
Tempe, AZ 85281

Contract Period 09/12/2014 To 09/11/2016

Phone: 480.894.0200

Vendor Number: 0000009346

Solicitation/Contract Requirements

This Contract Award Notice is issued for water meter change out and repair services per the terms, conditions, specifications and requirements of RFP 15-151. The contract shall remain in effect through 09/11/2016 unless extended, renewed or canceled per terms and conditions of WUD15-151-01. It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

Contract Pricing

Pricing for all services below are all inclusive of all services, supervision, labor, equipment, insurance, vehicles, fuel, materials/products, and consumables not provided by the City, travel, any and all administrative costs, tax, etc. Note other fees or charges will be allowed.

		CG-Mobility	
Item #	**Service Description**	**Unit**	**Unit Cost**
	Small Water Meters 5/8" to 2"		
1A	**Bench Test Meters** - ***Normal Business Hours***		
	5/8" water meter	Each	$40.00
	3/4" water meter	Each	$40.00
	1" water meter	Each	$40.00
	1 1/2" water meter	Each	$40.00
	2" water meter	Each	$40.00
1B	**Bench Test Meters** - ***Night, Weekends or City observed Holidays***		
	5/8" water meter	Each	$40.00
	3/4" water meter	Each	$40.00
	1" water meter	Each	$40.00
	1 1/2" water meter	Each	$40.00
	2" water meter	Each	$40.00

2A	**Water Meter Removal and Replacement with New Meter - *Normal Business Hours***		
	5/8" water meter	Each	$26.00
	3/4" water meter	Each	$26.00
	1" water meter	Each	$26.00
	1 1/2" water meter	Each	$115.00
	2" water meter	Each	$115.00
2B	**Water Meter Removal and Replacement with New Meter - *Night, Weekends or City observed Holidays***		
	5/8" water meter	Each	$39.00
	3/4" water meter	Each	$39.00
	1" water meter	Each	$39.00
	1 1/2" water meter	Each	$151.50
	2" water meter	Each	$151.50
3A	**Removal of Meter and Meter Box/Lid and Re-Install Meter Box/Lids to Ground Level and Re-Installation of Current Meter - *Normal Business Hours***		
	5/8" water meter	Each	$25.00
	3/4" water meter	Each	$25.00
	1" water meter	Each	$25.00
	1 1/2" water meter	Each	$30.00
	2" water meter	Each	$30.00
3B	**Removal of Meter and Meter Box/Lid and Re-Install Meter Box/Lids to Ground Level and Re-Installation of Current Meter - *Night, Weekends or City observed Holidays***		
	5/8" water meter	Each	$25.00
	3/4" water meter	Each	$25.00
	1" water meter	Each	$25.00
	1 1/2" water meter	Each	$30.00
	2" water meter	Each	$30.00
4A	**Removal of Meter and Meter Box/Lid and Install New Meter, Re-Install Meter Box/Lids to Ground Level and Re-Installation of Current Meter - *Normal Business Hours***		
	5/8" water meter	Each	$39.00
	3/4" water meter	Each	$39.00
	1" water meter	Each	$39.00
	1 1/2" water meter	Each	$132.00
	2" water meter	Each	$132.00

4B	**Removal of Meter and Meter Box/Lid and Install New Meter, Re-Install Meter Box/Lids to Ground Level and Re-Installation of Current Meter - *Night, Weekends or City observed Holidays***		
	5/8" water meter	Each	$55.00
	3/4" water meter	Each	$55.00
	1" water meter	Each	$55.00
	1 1/2" water meter	Each	$170.00
	2" water meter	Each	$170.00
5A	**Repair Valve, Removal of Meter and Meter Box/Lid and Re-Install Meter Box/Lids to Ground Level and Installation of New Meter and ERT Installation and Program ERT - *Normal Business Hours***		
	5/8" water meter	Each	$130.00
	3/4" water meter	Each	$130.00
	1" water meter	Each	$130.00
	1 1/2" water meter	Each	$340.00
	2" water meter	Each	$340.00
5B	**Repair Valve, Removal of Meter and Meter Box/Lid and Re-Install Meter Box/Lids to Ground Level and Installation of New Meter and ERT Installation and Program ERT - *Night, Weekends or City observed Holidays***		
	5/8" water meter	Each	$190.00
	3/4" water meter	Each	$190.00
	1" water meter	Each	$190.00
	1 1/2" water meter	Each	$490.00
	2" water meter	Each	$490.00
6A	**Removal of Meter Box Lid and Installation of New Meter Box Lid - *Normal Business Hours***		
	5/8" water meter	Each	$10.00
	3/4" water meter	Each	$10.00
	1" water meter	Each	$10.00
	1 1/2" water meter	Each	$10.00
	2" water meter	Each	$10.00
6B	**Removal of Meter Box Lid and Installation of New Meter Box Lid - *Night, Weekends or City observed Holidays***		
	5/8" water meter	Each	$12.50
	3/4" water meter	Each	$12.50
	1" water meter	Each	$12.50
	1 1/2" water meter	Each	$12.50
	2" water meter	Each	$12.50

7A	**Removal of Meter Box Lid and Installation of New Meter Box Lid and New Water Meter** - ***Normal Business Hours***		
	5/8" water meter	Each	$30.00
	3/4" water meter	Each	$30.00
	1" water meter	Each	$30.00
	1 1/2" water meter	Each	$120.00
	2" water meter	Each	$120.00
7B	**Removal of Meter Box Lid and Installation of New Water Meter and New Meter Box Lid** - ***Night, Weekends or City observed Holidays***		
	5/8" water meter	Each	$43.50
	3/4" water meter	Each	$43.50
	1" water meter	Each	$43.50
	1 1/2" water meter	Each	$159.00
	2" water meter	Each	$159.00
8A	**Installation and Program ERT** - ***Normal Business Hours***		
	5/8" water meter	Each	$15.00
	3/4" water meter	Each	$15.00
	1" water meter	Each	$15.00
	1 1/2" water meter	Each	$15.00
	2" water meter	Each	$15.00
8B	**Installation and Program ERT** - ***Night, Weekends or City observed Holidays***		
	5/8" water meter	Each	$20.00
	3/4" water meter	Each	$20.00
	1" water meter	Each	$20.00
	1 1/2" water meter	Each	$20.00
	2" water meter	Each	$20.00
9A	**Re-Installation Existing and Program ERT** - ***Normal Business Hours***		
	5/8" water meter	Each	$15.00
	3/4" water meter	Each	$15.00
	1" water meter	Each	$15.00
	1 1/2" water meter	Each	$15.00
	2" water meter	Each	$15.00
9B	**Re-Installation of Existing and Program ERT** - ***Night, Weekends or City observed Holidays***		
	5/8" water meter	Each	$20.00
	3/4" water meter	Each	$20.00
	1" water meter	Each	$20.00
	1 1/2" water meter	Each	$20.00
	2" water meter	Each	$20.00

10A	**Re-Installation Existing ERT - *Normal Business Hours***		
	5/8" water meter	Each	$15.00
	3/4" water meter	Each	$15.00
	1" water meter	Each	$15.00
	1 1/2" water meter	Each	$15.00
	2" water meter	Each	$15.00
10B	**Re-Installation of Existing ERT - *Night, Weekends or City observed Holidays***		
	5/8" water meter	Each	$20.00
	3/4" water meter	Each	$20.00
	1" water meter	Each	$20.00
	1 1/2" water meter	Each	$20.00
	2" water meter	Each	$20.00
11A	**Water Meter On-Site Testing and ERT Installation and Program ERT - *Normal Business Hours***		
	5/8" water meter	Each	$40.00
	3/4" water meter	Each	$40.00
	1" water meter	Each	$40.00
	1 1/2" water meter	Each	$40.00
	2" water meter	Each	$40.00
11B	**Water Meter On-Site Testing and ERT Installation and Program ERT - *Night, Weekends or City observed Holidays***		
	5/8" water meter	Each	$40.00
	3/4" water meter	Each	$40.00
	1" water meter	Each	$40.00
	1 1/2" water meter	Each	$40.00
	2" water meter	Each	$40.00
12A	**Removal of Meter and Installation of New Meter, ERT and Program ERT - *Normal Business Hours***		
	5/8" water meter	Each	$29.00
	3/4" water meter	Each	$29.00
	1" water meter	Each	$29.00
	1 1/2" water meter	Each	$120.00
	2" water meter	Each	$120.00

12B	**Removal of Meter and Installation of New Meter, ERT and Program ERT - *Night, Weekends or City observed Holidays***		
	5/8" water meter	Each	$40.50
	3/4" water meter	Each	$40.50
	1" water meter	Each	$40.50
	1 1/2" water meter	Each	$156.50
	2" water meter	Each	$156.50
13A	**Removal of Meter and Meter Box/Lid and Re-Install Meter Box/Lids to Ground Level and Installation of New Meter, ERT and Program ERT - *Normal Business Hours***		
	5/8" water meter	Each	$47.50
	3/4" water meter	Each	$47.50
	1" water meter	Each	$47.50
	1 1/2" water meter	Each	$140.00
	2" water meter	Each	$140.00
13B	**Removal of Meter and Meter Box/Lid and Re-Install Meter Box/Lids to Ground Level and Installation of New Meter, ERT and Program ERT - *Night, Weekends or City observed Holidays***		
	5/8" water meter	Each	$68.25
	3/4" water meter	Each	$68.25
	1" water meter	Each	$68.25
	1 1/2" water meter	Each	$190.00
	2" water meter	Each	$190.00
14A	**Removal of Meter and Meter Box/Lid and Re-Install Meter Box/Lids to Ground Level and Re-Installation of Current Meter and Installation of ERT and Program ERT - *Normal Business Hours***		
	5/8" water meter	Each	$47.50
	3/4" water meter	Each	$47.50
	1" water meter	Each	$47.50
	1 1/2" water meter	Each	$140.00
	2" water meter	Each	$140.00
14B	**Removal of Meter and Meter Box/Lid and Re-Install Meter Box/Lids to Ground Level and Re-Installation of Current Meter and Installation of ERT and Program ERT - *Night, Weekends or City observed Holidays***		
	5/8" water meter	Each	$68.25
	3/4" water meter	Each	$68.25
	1" water meter	Each	$68.25
	1 1/2" water meter	Each	$190.00
	2" water meter	Each	$190.00
15	Hourly Rate (Normal Business Hours	Hour	$50.00
16	Hourly rate (Night, Weekends or City observed Holidays)	Hour	$75.00

	Optional Items Pricing		
	Service Description - Small Water Meters 5/8" to 2"	**Unit**	**Unit Cost**
	Batch testing of 5/8" & ¾" water meters >100 meters	Each	$15.00
	Training services not covered by NMAAI (Time and Materials)	Hour	$145.00
	Data services (custom work) on interfaces or testing required by the City (time and materials).	Hour	$145.00
	Support services in excess of 4 hours/month (time and materials)	Hour	$145.00
	Large Water Meters 3" to 10"		
Item #	**Service Description**	**Unit**	**Unit Cost**
1A	**Water Meter Removal and Installation of New Meter - *Normal Business Hours***		
	3" water meter	Each	$450.00
	4" water meter	Each	$490.00
	6" water meter	Each	$725.00
	8" water meter	Each	$925.00
	10" water meter	Each	$1,115.00
1B	**Water Meter Removal and Installation of New Meter - *Night, Weekends or City observed Holidays***		
	3" water meter	Each	$790.00
	4" water meter	Each	$840.00
	6" water meter	Each	$1,015.00
	8" water meter	Each	$1,315.00
	10" water meter	Each	$1,505.00
2A	**Water Meter Removal, Installation of New Meter and Re-installation of Existing of ERT - *Normal Business Hours***		
	3" water meter	Each	$450.00
	4" water meter	Each	$490.00
	6" water meter	Each	$715.00
	8" water meter	Each	$915.00
	10" water meter	Each	$1,115.00

2B	**Water Meter Removal, Installation of New Meter and Re-installation of Existing of ERT - *Night, Weekends or City observed Holidays***		
	3" water meter	Each	$790.00
	4" water meter	Each	$840.00
	6" water meter	Each	$1,015.00
	8" water meter	Each	$1,315.00
	10" water meter	Each	$1,505.00
3A	**Water Meter Removal, Installation of New Meter and Re-installation of Existing and Programming of ERT - *Normal Business Hours***		
	3" water meter	Each	$450.00
	4" water meter	Each	$490.00
	6" water meter	Each	$715.00
	8" water meter	Each	$915.00
	10" water meter	Each	$1,115.00
3B	**Water Meter Removal, Installation of New Meter and Re-installation of Existing and Programming of ERT - *Night, Weekends or City observed Holidays***		
	3" water meter	Each	$790.00
	4" water meter	Each	$840.00
	6" water meter	Each	$1,015.00
	8" water meter	Each	$1,315.00
	10" water meter	Each	$1,505.00
4A	**Water Meter Removal, Installation of New Meter and Installation of New ERT and Programming of ERT - *Normal Business Hours***		
	3" water meter	Each	$450.00
	4" water meter	Each	$490.00
	6" water meter	Each	$715.00
	8" water meter	Each	$915.00
	10" water meter	Each	$1,115.00
4B	**Water Meter Removal, Installation of New Meter and Installation of New ERT and Programming of ERT - *Night, Weekends or City observed Holidays***		
	3" water meter	Each	$790.00
	4" water meter	Each	$840.00
	6" water meter	Each	$1,015.00
	8" water meter	Each	$1,315.00
	10" water meter	Each	$1,505.00

5A	**Water Meter Removal, Installation of New Meter and Installation of Touch Pad on Top of Lid - *Normal Business Hours***		
	3" water meter	Each	$450.00
	4" water meter	Each	$490.00
	6" water meter	Each	$715.00
	8" water meter	Each	$915.00
	10" water meter	Each	$1,115.00
5B	**Water Meter Removal, Installation of New Meter and Installation of New Touch Pad on Top of Lid - *Night, Weekends or City observed Holidays***		
	3" water meter	Each	$790.00
	4" water meter	Each	$840.00
	6" water meter	Each	$1,015.00
	8" water meter	Each	$1,315.00
	10" water meter	Each	$1,505.00
6A	**Installation of New Touch Pad on Top of Lid - *Normal Business Hours***		
	3" water meter	Each	$95.00
	4" water meter	Each	$95.00
	6" water meter	Each	$95.00
	8" water meter	Each	$95.00
	10" water meter	Each	$95.00
6B	**Installation of New Touch Pad on Top of Lid - *Night, Weekends or City observed Holidays***		
	3" water meter	Each	$140.00
	4" water meter	Each	$140.00
	6" water meter	Each	$140.00
	8" water meter	Each	$140.00
	10" water meter	Each	$140.00
7A	**Removal of Non-functioning Touch Pad and Install of New of Touch Pad on Top of Lid and Programming - *Normal Business Hours***		
	3" water meter	Each	$95.00
	4" water meter	Each	$95.00
	6" water meter	Each	$95.00
	8" water meter	Each	$95.00
	10" water meter	Each	$95.00

7B	**Removal of Non-functioing Replacement Touch Pad on Top of Lid and Programming** - ***Night, Weekends or City observed Holidays***		
	3" water meter	Each	$140.00
	4" water meter	Each	$140.00
	6" water meter	Each	$140.00
	8" water meter	Each	$140.00
	10" water meter	Each	$140.00
8A	**Water Meter On-Site Testing** - ***Normal Business Hours***		
	3" water meter	Each	$115.00
	4" water meter	Each	$125.00
	6" water meter	Each	$135.00
	8" water meter	Each	$155.00
	10" water meter	Each	$175.00
8B	**Water Meter On-Site Testing** - ***Night, Weekends or City observed Holidays***		
	3" water meter	Each	$170.00
	4" water meter	Each	$185.00
	6" water meter	Each	$200.00
	8" water meter	Each	$230.00
	10" water meter	Each	$260.00
9A	**Water Meter On-site Testing, Repair, Calibration and Re-Testing** - ***Normal Business Hours***		
	3" water meter	Each	$205.00
	4" water meter	Each	$215.00
	6" water meter	Each	$225.00
	8" water meter	Each	$245.00
	10" water meter	Each	$265.00
9B	**Water Meter On-site Testing, Repair, Calibration and Re-Testing** - ***Night, Weekends or City observed Holidays***		
	3" water meter	Each	$305.00
	4" water meter	Each	$320.00
	6" water meter	Each	$335.00
	8" water meter	Each	$395.00
	10" water meter	Each	$395.00
10A	**Water Meter On-site Testing, Repair, Calibration, Re-Testing and Re-installation of Exciting ERT** - ***Normal Business Hours***		
	3" water meter	Each	$205.00
	4" water meter	Each	$215.00
	6" water meter	Each	$225.00
	8" water meter	Each	$245.00
	10" water meter	Each	$265.00

10B	**Water Meter On-site Testing, Repair, Calibration, Re-Testing and Re-installation of Exciting ERT** - ***Night, Weekends or City observed Holidays***		
	3" water meter	Each	$305.00
	4" water meter	Each	$320.00
	6" water meter	Each	$335.00
	8" water meter	Each	$365.00
	10" water meter	Each	$395.00
11A	**Water Meter On-site Testing, Repair, Calibration, Re-Testing and Re-installation of Exciting ERT and Re-programming of ERT** - ***Normal Business Hours***		
	3" water meter	Each	$205.00
	4" water meter	Each	$215.00
	6" water meter	Each	$225.00
	8" water meter	Each	$245.00
	10" water meter	Each	$265.00
11B	**Water Meter On-site Testing, Repair, Calibration, Re-Testing and Re-installation of Exciting ERT and Re-programming of ERT** - ***Night, Weekends or City observed Holidays***		
	3" water meter	Each	$305.00
	4" water meter	Each	$320.00
	6" water meter	Each	$335.00
	8" water meter	Each	$365.00
	10" water meter	Each	$395.00
12A	**Water Meter On-site Testing, Repair, Calibration, Re-Testing and Installation of New ERT** - ***Normal Business Hours***		
	3" water meter	Each	$205.00
	4" water meter	Each	$215.00
	6" water meter	Each	$225.00
	8" water meter	Each	$245.00
	10" water meter	Each	$265.00
12B	**Water Meter On-site Testing, Repair, Calibration, Re-Testing and Installation of New ERT** - ***Night, Weekends or City observed Holidays***		
	3" water meter	Each	$305.00
	4" water meter	Each	$320.00
	6" water meter	Each	$335.00
	8" water meter	Each	$365.00
	10" water meter	Each	$395.00
13A	**Water Meter On-site Testing, Repair, Calibration, Re-Testing and Installation and Programming of New ERT** - ***Normal Business Hours***		
	3" water meter	Each	$205.00
	4" water meter	Each	$215.00
	6" water meter	Each	$220.00
	8" water meter	Each	$245.00
	10" water meter	Each	$265.00

13B	**Water Meter On-site Testing, Repair, Calibration, Re-Testing and Installation and Programming of New ERT** - ***Night, Weekends or City observed Holidays***		
	3" water meter	Each	$305.00
	4" water meter	Each	$320.00
	6" water meter	Each	$335.00
	8" water meter	Each	$365.00
	10" water meter	Each	$395.00
14A	**Water Meter On-Site Register Removal and Replacement with New Register** - ***Normal Business Hours***		
	3" water meter	Each	$95.00
	4" water meter	Each	$95.00
	6" water meter	Each	$95.00
	8" water meter	Each	$95.00
	10" water meter	Each	$95.00
14B	**Water Meter On-Site Register Removal and Replacement with New Register** - ***Night, Weekends or City observed Holidays***		
	3" water meter	Each	$140.00
	4" water meter	Each	$140.00
	6" water meter	Each	$140.00
	8" water meter	Each	$140.00
	10" water meter	Each	$140.00
15A	**Water Meter On-Site Register Removal and Replacement with New Register, Re-installation of Exciting ERT** - ***Normal Business Hours***		
	3" water meter	Each	$95.00
	4" water meter	Each	$95.00
	6" water meter	Each	$95.00
	8" water meter	Each	$95.00
	10" water meter	Each	$95.00
15B	**Water Meter On-Site Register Removal and Replacement with New Register and Re-installation of Existing ERT** - ***Night, Weekends or City observed Holidays***		
	3" water meter	Each	$140.00
	4" water meter	Each	$140.00
	6" water meter	Each	$140.00
	8" water meter	Each	$140.00
	10" water meter	Each	$140.00
16A	**Water Meter On-Site Register Removal and Replacement with New Register, Installation of New ERT** - ***Normal Business Hours***		
	3" water meter	Each	$95.00
	4" water meter	Each	$95.00
	6" water meter	Each	$95.00
	8" water meter	Each	$95.00
	10" water meter	Each	$95.00

16B	**Water Meter On-Site Register Removal and Replacement with New Register and Installation of New ERT -** ***Night, Weekends or City observed Holidays***		
	3" water meter	Each	$140.00
	4" water meter	Each	$140.00
	6" water meter	Each	$140.00
	8" water meter	Each	$140.00
	10" water meter	Each	$140.00
17A	**Water Meter On-Site Register Removal and Replacement with New Register, Re-installation of Exciting ERT and Re-programming -** ***Normal Business Hours***		
	3" water meter	Each	$95.00
	4" water meter	Each	$95.00
	6" water meter	Each	$95.00
	8" water meter	Each	$95.00
	10" water meter	Each	$95.00
17B	**Water Meter On-Site Register Removal and Replacement with New Register and Re-installation of Existing ERT and Re-programming -** ***Night, Weekends or City observed Holidays***		
	3" water meter	Each	$140.00
	4" water meter	Each	$140.00
	6" water meter	Each	$140.00
	8" water meter	Each	$140.00
	10" water meter	Each	$140.00
18A	**Water Meter On-Site Register Removal and Replacement with New Register, Installation of New ERT and Programming -** ***Normal Business Hours***		
	3" water meter	Each	$95.00
	4" water meter	Each	$95.00
	6" water meter	Each	$95.00
	8" water meter	Each	$95.00
	10" water meter	Each	$95.00
18B	**Water Meter On-Site Register Removal and Replacement with New Register and Installation of New ERT and Programming -** ***Night, Weekends or City observed Holidays***		
	3" water meter	Each	$140.00
	4" water meter	Each	$140.00
	6" water meter	Each	$140.00
	8" water meter	Each	$140.00
	10" water meter	Each	$140.00
19A	**Installation and Program ERT -** ***Normal Business Hours***		
	3" water meter	Each	$50.00
	4" water meter	Each	$50.00
	6" water meter	Each	$50.00
	8" water meter	Each	$50.00
	10" water meter	Each	$50.00

19B	**Installation and Program ERT - *Night, Weekends or City observed Holidays***		
	3" water meter	Each	$72.50
	4" water meter	Each	$72.50
	6" water meter	Each	$72.50
	8" water meter	Each	$72.50
	10" water meter	Each	$72.50
20A	**Re-Installation Existing and Re-program ERT - *Normal Business Hours***		
	3" water meter	Each	$50.00
	4" water meter	Each	$50.00
	6" water meter	Each	$50.00
	8" water meter	Each	$50.00
	10" water meter	Each	$50.00
20B	**Re-Installation of Existing and Re-program ERT - *Night, Weekends or City observed Holidays***		
	3" water meter	Each	$72.50
	4" water meter	Each	$72.50
	6" water meter	Each	$72.50
	8" water meter	Each	$72.50
	10" water meter	Each	$72.50
21A	**Repair Valve - *Normal Business Hours***		
	3" water meter	Each	$205.00
	4" water meter	Each	$255.00
	6" water meter	Each	$305.00
	8" water meter	Each	$305.00
	10" water meter	Each	$305.00
21B	**Repair Valve - *Night, Weekends or City observed Holidays***		
	3" water meter	Each	$305.00
	4" water meter	Each	$380.00
	6" water meter	Each	$455.00
	8" water meter	Each	$455.00
	10" water meter	Each	$455.00
22A	Hourly Rate (Normal Business Hours	Hour	$50.00
22B	Hourly rate (Night, Weekends or City observed Holidays)	Hour	$75.00

Vendor Address Change

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current. At least once a year, contact the Procurement Officer identified for this contract and ensure your current address has been entered to the City Procurement Office automated system.

Please note that your City of Tempe contract number is WUD14-151-01. This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe,

Accounting PO Box 5002, Tempe, Arizona 85280.

Ted Stallings, CPPB
Procurement Officer
(480) 350-8617

Michael Greene, CPM
Central Services Administrator

THIS IS NOT A PURCHASE ORDER.

All terms and conditions of this Award Document are per the City's Solicitation Document

Contract Renewal Notice

Internal Services
Procurement Office
20 E 6th Street
Tempe, AZ 85281

Contract Number WUD14-151-01
Contract Description Water Meter Excahnge Out and Repair Services

Date 06/21/2018

9346
Metering Services, Inc
David Frampton
515 South 48th Street # 108
Tempe Az 85281

Renewal Information
Beginning 09/12/2018
Ending 09/11/2020
Renewal 2 of 2

Contract Renewal Information

The City of Tempe is requesting renewal of the above mentioned contract under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe.

If the contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

Metering Services, Inc certifies that it is not currently engaged in, and agrees for the duration of this Contact/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S.§ 35-393

Contractor hereby acknowledges receipt and understanding of this Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted.

Please note: If included, the Affidavit of Compliance form must be competed and returned with the renewal documents. This affidavit is related to the City's new anti-discrimination ordinance that requires compliance from all City contractors.

Procurement Officer	Shireen Boone, CPPB, CPPO	480-350-8617	shireen_boone@tempe.gov
Procurement Specialist	Patricia Acosta , MPA	480-350-8618	patricia_acosta@tempe.gov

To Be Completed and Signed By Metering Services, Inc

Contract Number WUD14-151-01
Contract Description Water Meter Excahnge Out and Repair Services

Contractor's Name **Metering Services, Inc**

Contractor's Mailing Address 515 South 48th Street # 108 Tempe Az 85281

Printed name of person signing David T. Frampton

Phone Number 480-894-0200

email Address dave@msjaz.net

Contractor's Authorized Signature

City of Tempe Contract Renewal Acceptance

8/30/18
Shireen Boone, CPPB, CPPO
Procurement Officer
Date

8-30-18
Michael Greene, CPM, CPPO
Procurement Administrator
Date

REQUEST FOR PROPOSAL CITY OF TEMPE

REQUEST FOR PROPOSAL : 14-151 **RFP ISSUE DATE:** 06/24/2014

Commodity Code(s): 071-23; 127-23; 134-23

PROCUREMENT DESCRIPTION: Water Meter Change Out and Repair Services

PROPOSAL DUE DATE/TIME: **Thursday, July 24, 2014, 3:00 P.M. Local Time**
Late proposals will not be considered.

PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE.

Mailing Address: P.O. Box 5002, Tempe, AZ 85280
Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

Mailing Alert: Firms should use the Street Address to ensure on-time express deliveries. The Mailing Address provided above routes through the City's internal mail distribution center and may impact delivery time.

PRE-PROPOSAL CONFERENCE (if scheduled): N/A

DEADLINE FOR INQUIRIES: Monday, July 14, 2014, 5:00 P.M., Local Time

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each Offeror's name will be publicly read. Prices are not read and shall be kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request for Proposal number, Offeror's name and address clearly indicated on the envelope/package. **It is critical that the RFP number be included on the front of the envelope to ensure proper handling.**

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Offer" (Form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Offerors are asked to immediately and carefully read the entire Request for Proposal and not later than ten (10) days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Ted Stallings , CPPB E-mail: Ted_stallings@tempe.gov Phone No: 480.350.8617
Procurement Officer

Award recommendations are publicly posted to the City Procurement Office web page **www.tempe.gov/procurement** and at the Procurement Office reception counter.

A late, unsigned and/or materially incomplete proposal response will be considered nonresponsive and rejected.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses.

Michael Greene
Michael Greene, C.P.M.
Central Services Administrator

Vendor's Offer

Form 201-B (RFP)

"Return this Section with your Response"

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: _____

Company Mailing Address: _____

City: _____ State:_____ Zip:_____

Contact Person: _____ Title: _____

Phone No.: _____FAX:_____E-mail:_____

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: _____ or

Arizona Use Tax No.:_____

Federal I.D. No.: _____

City & State Where Sales Tax is Paid: _____, _____

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.:_____

THIS PROPOSAL IS OFFERED BY

Name of Authorized Individual (TYPE OR PRINT IN INK) _____

Title of Authorized Individual (TYPE OR PRINT IN INK)_____

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

_____ _____

Signature of Authorized Offeror **Date**

(H:/RFP 3-2008)

INSTRUCTIONS TO PROPOSERS

Failure to follow these instructions shall result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

   A. Proposals shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer, Form 201-B (RFP).

   B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.

   C. Completed and signed proposal forms for offer, acceptance and any solicitation amendments shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.

   D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason.

   E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, in the proper form as indicated.

2. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

3. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the City Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal's number, page and paragraph at issue. PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions. Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before proposal due date/time. Those received within ten (10) days of the proposal due date/time shall not be considered. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.

4. **Proposal Conference:** If a proposal conference is scheduled, Offeror shall attend the conference to seek clarification of any points of confusion or requirements at issue.

5. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

6. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal Addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection.

7. **Evaluation:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth therein. The City reserves the right to reject any and all proposals.

8. **Payment:** For a single requirement purchase, the City will make an effort to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will make an effort to remit payment within thirty (30) calendar days from approval of monthly statement.

9. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.

10. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.

11. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the City Procurement Office ("Contract"). Unless this Request for Proposal includes separate contract document(s) or requires the Offeror to submit a contract for review, a contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.

12. **Taxes:** All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.

13. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Price Sheet of this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.

14. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until contract is awarded. After award of contract, an appointment may be made with the City Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/procurement) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (http://documents.tempe.gov/sirepub/web).

15. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the City Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the City Procurement Office will post award recommendations on

the City Clerks web site at (http://documents.tempe.gov/sirepub/?sort=meet_date) and at the Procurement Office front counter and website for public review (www.tempe.gov/procurement). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.

16. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the City Procurement Office.

17. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

A. "City" means the municipal corporation of the City of Tempe, Arizona.

B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

C. "Contract" means the agreement for the procurement of goods, services, work, construction or concessions.

D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.

E. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.

G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.

H. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction and/or concessions to the City.

I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.

18. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

19. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers to the Questionnaire. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.

20. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection.

21. **Technical Proposal Opening:** Technical proposals (as received in step one of a two step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

22. **Proposal Evaluation and Award:** Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered.

23. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for final proposal revisions (best and final Offers), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

A. Determine in greater detail such Offeror's qualifications;

B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;

C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and

D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

24. **Code Governance**: Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

25. **Public Record**: Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.

2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq*., including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.

3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.

4. **Certification:** By signing the "Vendor's Offer", form 201-B (RFP), the Offeror certifies:

   A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.

   B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the City's Procurement Officer to demonstrate compliance with TCC section 2-603(5), or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.

   C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.

   D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq*., and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.

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

7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.

9. **Contract Modifications:** This Request for Proposal and resultant Contact may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.

10. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.maricopa.gov/Materials/SAVE/save-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

    Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.

13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.

14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.

15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.

16. **Events of Default and Termination:**

    A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.

        i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;

        ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,

iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. Upon and during the continuance of an event of default, the City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

i) Terminate the Contract;

ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,

iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result there from, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute Contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising there from.

C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

17. **Termination for Convenience**: The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

18. **Force Majeure:**

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

B. Force majeure shall not include the following occurrences:

i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

ii) Late performance by a subcontractor.

C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.

B If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.

23. **Licenses and Permits:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, at its sole expense.

24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.

25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office
Attn: Procurement Officer
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

[Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.

27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.

28. **Performance Standards**: Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.

29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.

30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.

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

32. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.

33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.

34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.

35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.

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

39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:

    A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 (“Order”);

    B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);

    C. Is engaged in activities prohibited in the Order; or,

    D. Has been convicted, pleaded *nolo contendre,* indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.

42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:

A. All workmanship shall be finest and first-class;

B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,

C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.

44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor

45. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.

46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.

47. **Delegated Awards**: In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms and Conditions

Proposals taking exception to Special Terms & Conditions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive, and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.

2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for 120 days after the proposal due time and date.

3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.

4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of two (2) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of four (4) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of two (2) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.

6. **Pricing:**

   A. Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed

   B. In the case of system proposals, Offeror shall identify all items which are required to make the system function in accord with stated Request for Proposal.

   C. If provided pricing pages do not cover all such items, the Offeror shall include an itemized listing of all required products and services in the Proposal required for all system equipment to be fully functional and in conformity with stated Request for Proposal.

7. **Price Adjustment:**

   A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twenty-four (24) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twenty-four (24) months from the date of the last approved price increase.

   B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.

C. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.

8. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

9. **Contractor's Risk:** Contractor agrees to bear all risk of loss, injury, or destruction of materials (equipment/products) ordered as a result of this Request for Proposal which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

10. **Insurance:**

A. Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Vendor selected for award.

B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

i. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

a. *Commercial General Liability*

Commercial general liability insurance limit of not less than $1,000,000 for each occurrence, with a $2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as insurance service officer policy form CG2010 11/85 edition or any replacement thereof.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision.

b. *Worker's Compensation*

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. *Automobile Liability*

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than $1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.

E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by the City shall not contribute to it.

F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.

G. Waiver. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.

H. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation,

termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.

J. Copies of Policies. The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

11. **Payments:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of itemized invoice, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

12. **Contract Submittal:** Offeror is to furnish a copy of its proposed contract with its proposal response. Contractual considerations are an important evaluation factor and will be considered in making an award decision. Any proposed contract should be tailored to the specific requirements of the City's Request For Proposal and overall conformity with the City's Request for Proposal requirements. The failure of an Offeror to reach an acceptable contract to the satisfaction of the City will result in proposal rejection.

13. **Job Site Requirements and Clean-Up:** Contractor agrees and covenants to adequately protect the work site, adjacent property and the public in all phases of the work and/or services provided herein. Contractor shall be solely responsible for all damages or injuries due to action or neglect pursuant to this section. Contractor shall maintain access to all phases of the Project pending inspection by the City or its agent. Contractor hereby agrees to the following as to the job site:

A. Continually keep the job site free from debris, waste and accumulation of materials;

B. Immediately clean up any oil, fuel or chemical spills and take any and all remediation necessary;

C. Keep machinery clean and free of weeds and debris;

D. Remove all construction stains, smears and debris from finished surfaces;

E. Perform site preparation to limit the spread of weeds, debris and other nuisances prior to submission of final invoice to the City; and,

D. Remove all equipment, materials, tools and Contractor's personal property prior to submission of final invoice to the City.

14. **Confined Space Work:** The Contractor shall comply with all applicable federal, state, local health and safety regulations, ordinances, and requirements. In addition, the following requirements are applicable for City construction projects. The Contractor shall implement a permit-required confined space program as specified under 29 CFR 1910.146 for all work that encompasses a space that 1) is large enough and so configured that an employee can bodily enter and perform assigned work; 2) has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and 3) is not designed for continuous employee occupancy.

15. **Conduct and Dress Code:** The Contractor's employees shall maintain proper conduct at all times while on City property. Employees shall respect other personnel at the work site. Abusive language, ethnic and racial slurs, sexual comments and jokes, shouting, and gestures toward other personnel will not be tolerated. Any occurrence will result in immediate action with possible dismissal of that employee.

Employees will be neatly dressed with badges or uniforms that identify them as employees of the Contractor.

16. **Safety, Health and Sanitation:** The Contractor shall provide and maintain in a neat, sanitary condition such facility accommodations for the use by their employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code.

The Contractor shall be fully responsible for the safety of their employees, the public and property in connection with the performance of the work covered by this Contract. The Contractor shall provide all safeguards, safety devices and protective equipment and be responsible for taking any needed actions to protect the life and health of their employees and the public during work activity. The Contractor shall also take any necessary actions as directed by the City of Tempe Project Manager to reasonably protect the life and health of employees on this job and others coming into contact with the job site.

Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State Occupational Safety and Health Acts, and Standards and Regulations promulgated there under.

17. **Protection and Restoration of Property and Landscape:** The Contractor shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work or at any time due to defective work or materials. The Contractor's responsibility will not be released until the project has been completed and accepted.

If damage is caused by the Contractor, the Contractor shall restore at no cost to the City of Tempe, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Further payments will be withheld until the City of Tempe has inspected the corrected damage or injury and has signed-off the completion and acceptance.

Contractor shall not dump spoils or waste material on private or private public property without first obtaining from the owner written permission for such dumping.

18. **Responsibility for Work:** The Contractor shall properly guard, protect, and take every reasonable precaution necessary against damage or injury to all finished or partially finished work due to weathering action by the elements or from any other cause, until the entire portion of their respective Contract obligation is completed and accepted by the City of Tempe. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City of Tempe. Partial payment for any completed portion of work shall not release the Contractor from such responsibility.

19. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City of Tempe. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City of Tempe sites. The Contractor must, however, furnish the City a current employee register on the issuance of this Contract and updated every six (6) months thereafter. This register must contain the Name, Social Security Number, Phone Number, and Address.

20. **Sub-Contractor(s):** The City reserves the right to approve all sub-contractors. Contractor is responsible for all actions of sub-contractors. Contractor shall name sub-contractors as additionally insured, in addition to the City of Tempe on all required insurance documents.

21. **Safety Apparel Used by Contractor Employees/Staff:** Contractor's employees/staff shall be required to wear safety apparel (i.e., eye, ear, face, protection, etc.) and appropriate clothing like long pants, long sleeve shirts, when using landscape equipment such as, but not limited to lawnmowers, blowers, weed whackers, etc. Monitoring of safer work performance will be performed by City staff.

22. **Use of Safety Vests and Orange Colored Shirts:** The Contractor will follow the City code on the use of high visibility vests and clothing as specified below: The Tempe City Code addresses this matter in Section 29-4. Working within right-of-way

(a) For the purposes of this section, the following words or phrases shall have the meanings respectively ascribed to them by this subsection:

1) Motor vehicle means any vehicle required to be licensed or registered under the laws of the state.

2)Protective devices include, but are not limited to, orange vest (daytime), reflectorized orange vest (nighttime), traffic cones, barricades, flashing lights, flares and any other traffic-control device as required by the City.

3) Right-of-way means all of that property used as a traveled portion of public roadways for motor vehicles lying between the exterior boundary lines of any area granted to or received by the City by grant, gift, easement, deed, dedication or operation of law for street purposes.

Worker means any person whose duties cause his presence in the right-of-way.

(a) No person shall perform any work within the right-of-way until he is properly equipped with protective devices.

(b) Any person violating any of the provisions of this section shall be guilty of a misdemeanor and punishable as set forth in subsection 1-7 of this code.

(c) Following are a list of circumstances relative to the use of orange vests and/or orange shirts:

1) According to the City Code, orange shirts are acceptable for daytime use providing the color is still bright and crisp. It is up to each supervisor to determine whether the color is still appropriate or not.

2) Orange shirts are not recommended for those who are qualified and certified to direct traffic. Those who have received training to manually direct traffic from the Tempe Police Department are called Manual Traffic Directors. When directing traffic, orange vests are required for higher visibility. This also applies to certified flaggers at flagger stations. These persons do not direct traffic in the roadway. They are off the traveled portion of the roadway, behind barricading and stationary at an identified flagger station. However, vests and hardhats are required for higher visibility.

3) Reflectorized vests, that meet ANSI standards, are to be worn when performing any work related activity within the public right-of-way during the hours from dusk to dawn (sunset to sunrise). The current City approved vests meet the current ANSI standards.

(e) These requirements apply to all persons; City personnel (including the police and fire department), contractors, utility companies and any subcontractor or employee hired to perform work within public right-of-way. Keep in mind that public right-of-way includes, not only the roadway itself, but also the sidewalk and usually 3 feet to 8 feet or more of landscape area behind the sidewalk.

(f) Just a note for supervisors or foremen who may be visiting a job site for just a few minutes or more, to talk with fellow coworkers: An orange shirt or vest is required when one exits their vehicle, depending on the time of day.

23. **Materials and/or Equipment:** Materials and/or equipment, furnished by the City will be delivered or made available to the Contractor when necessary. The Contractor will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages that may occur after such acceptance.

24. **Project Data and Documents:** The Contractor shall be entitled to rely upon the accuracy of all data furnished by the City, which is or may be used by the Contractor in the provision of services under this Contract. The Contractor has the right to retain and use all data furnished, and all plans, designs, specifications and other work product created by the Contractor during its provision of service under this Contract.

Scope of Work

The purpose of this Request for Proposal (RFP) is to establish a contract with a qualified firm to provide small water meter replacement/new installation services and large water meter testing, calibration, repair, and replacement/new installations services on an as needed basis. Any resultant contract shall be subject to renewal for subsequent periods as provided for within the Special Terms and Conditions of this Request for Proposal (RFP).

This RFP is broken down into two groups:

- Group A – small water meter installation/replacement
- Group B – large water meter testing, calibration, repair and replacement/new installations.

Resulting contract shall be monitored under the supervision of the City Procurement Office, Water Utilities Division or Department (WUD).

Multiple Awards

The City reserves the right to award both groups to one firm or award by group. The City's decision to utilize multiple firms shall be final and conclusive.

Estimated Annual Spend

City of Peoria – $34,000 – Group B
City of Tempe - $650,000 to $850,000 – Groups A and B

Preferred Minimum Qualifications

Small Water Meter Services

- The Contractor shall have at least eight (8) years' experience in change out/installation and testing services.
- Contractor's employees assigned to resulting contract should have a minimum of two (2) years of meter removal and installation experience.
- Contractor's employees should be performed by qualified personnel properly trained and qualified to perform services outlined in this RFP for small water meter change out.
- Testing facility in Phoenix Metropolitan area or access to and to open to City employees and City Customers.

Large Water Meter Services

- The Contractor shall have at least eight (8) years' experience in testing and repairing meters of all types and sizes.
- Contractor's employees assigned to resulting contract shall have a minimum of three (3) year of meter removal and installation experience.
- Contractor's employees assigned to resulting contract shall have a minimum of three (3) year of meter testing, calibration and repair experience.
- Fully Staff and equipped office in the Phoenix Metropolitan area, which will allow contractor to adhere to the required response times contained in this RFP.

RFP Communications/Inquiries

Upon release of this RFP, all communications shall be directed in writing, via Email, to the Procurement Officer listed below. No other agency official or employee is empowered to speak for the City or Agencies with respect to this procurement. Unauthorized contact with any employee of any department within the City of Tempe or other Agency may result in disqualification from the RFP process. Any oral communication will be considered unofficial and non-binding on the City or other Agencies.

The RFP number assigned to this Request for Proposal MUST be contained in the subject line of all correspondence.

Contact the following individual for clarification of this RFP:

Ted Stallings
Procurement Officer
Tempe Procurement Office
480-350-8617
Ted_stallings@tempe.gov

Water Meter Manufacture

A majority of customer water meters are Badger Meter and any replacements with new Badgers meters with automatic meter reading capability.

Small Water Meter Replacement Services

Definition: Water meters ranging in size from 5/8" to 2".

The Contractor shall provide all labor, supervision, tools, equipment, supplies and materials not provided by the City necessary to replace water meters ranging in size from 5/8" to 2".

The City will provide the following:

- Meters
- Registers
- AMR related equipment
- Gaskets
- Plastic meter boxes (#1 - #4) and lids
- Padlocks
- No hardware (brass nuts & bolts) – Must be domestically manufactured.

Water Meter Replacement Requirements

- All meters will be replaced in accordance with the latest AWWA standards.
- City has approximately 25,000 direct read meters varying from sizes 5/8" through 2" that could be replaced during the life of the contract.
- The daily quantity of water meters to be replaced will be determined by City.
- The City will provide all new meters for replacement. The Contractor will be responsible for any lost, stolen or damaged new meters provided by the City.

Water Meter Replacement Procedures

- Verify address and meter number to ensure they match to the service order provided in hand.
- Advise customer(s) of your presence.
- Inform customer of the short interruption to their water service that will occur for replacing the meter.
- Remove meter box lid along with any dirt and debris from inside the box.
- Shut off water supply to the meter.
- Remove old meter and protect all in-ground piping from contaminants.
- Remove caps from new meter and put them on the old meter that was removed.
- Install new meter.
- Install at bypasses where required (for 1 ½" and 2" meters- Detail T-215 or T-212A?),

- After new meter is installed, open water supply very slowly to avoid causing any damage.
- Open customer's hose bib to flush line and confirm meter is operating correctly
- Close customer's hose bib after flushing.
- Confirm that there are no leaks.
- Advise customer that the work is complete and that their water has been turned back on.
- Restore the area around meter box and leave customer's yard as it was found.
- Complete the service order with the following information:
    a) Old meter final reading
    b) New meter number
    c) New meter reading Should be zero (0)
    d) New or existing ERT number
    e) Date on Site:
    f) Time on Site: From ____ to ____ (if required by City)
    g) On-site employee name(s).
    h) Site observations
    i) Photographs – before and after services performed (if required by City)

Small Replacement and Installation Reporting

Electronic files and completed service orders provide shall be returned daily. Any additional report formats available can be established with awarded Contractor. Contractor may be required to utilize software provided by the City or contractors software which meets the City's minimum requirement for data reporting.

The contractor shall immediately notify the appropriate City representative via telephone, email, or facsimile in the event that any abnormal events occur. Faxed copies of reports may be requested by the City prior to issuance of final hard copy and electronic reports.

Small Meter Testing and Calibration

To ensure meter accuracy, meter-testing shall follow the guidelines recommended in the American Water Works Association (AWWA) standards (C700 Series) as summarized in "Water Meters- Selection, Installation, Testing, and Maintenance" (AWWA M6), for both normal and minimum test-flow rates.

All meters tested and/or repaired shall be calibrated to be as near 100% accuracy as practicable and within current AWWA Standards C701, C702, C703 and M6. All meters shall be tested at the following approximate flow rates:

- Maximum Flow Rate - 75% of rated capacity up to maximum flow available through test outlet.
- Intermediate Flow Rate - 10% of rated capacity.
- Minimum Flow Rate - as indicated by appropriate AWWA Standards.

When an AWWA standard for a meter is not available, it should be demonstrated that the meter used is capable of measuring not less than 95% and not more than 105% of the water that passes through the meter.

The City reserves the right to assign a City employee to accompany the Contractor to the site in order to help locate the meter, the proper valves, the bypass, etc. and to serve as the City's liaison between the Contractor and the customer in reference to the water being disconnected, when necessary.

Testing equipment must be certified for accuracy by an accredited lab and only original manufacturers test units shall be considered acceptable. Equipment must be able to withstand pressures not to exceed 50 PSI. The Contractor shall provide proof of test meter accuracy prior to beginning work.

The Contractor shall complete a test report for each meter tested and shall provide the test report to the City. The report shall include the following data:

- Meter Location/Service Address
- Test date
- Meter Size
- Meter Model
- Meter Make
- Meter Serial Number
- Register Readings
- Test Results (before and after repairs)
    - Flow Rate (gpm.)
    - Volume Passed (gpm.)
    - Meter Accuracy (%)
- Note any comments or problems
- Name of individual conducting test
- GPS data and information.

Report shall be presented on firm letter head.

Large Water Meter Testing, Calibration, Repair and Replacement/New Installations

The Contractor shall provide all labor, supervision, tools, equipment, supplies and materials not provided by the City necessary to test, repair, replace or install large water meters ranging in size from 3" to 8".

The City will provide the following:

- Meters
- Registers
- AMR related equipment
- Gaskets
- All necessary fittings – gate valves, strainers, reducers, spools and any/all lead-free brass fittings for the bypasses
- No hardware (stainless steel nuts & bolts) – Must be domestically manufactured.

Definitions:

- Large Water Meters: Defined as 3", 4", 6", 8" and 10”
- Water Meter Testing: All meters shall be tested for accuracy of registration at flow rates and test flow quantities in accordance with Manual M6 and most recent applicable American Water Works Association (AWWA) standards. Meters that meet AWWA's accuracy standards on the initial test will not require repair.
- Water Meter Repair/Retest: Meters that do not meet AWWA's accuracy standards will need to be repaired, and a retest will be required to show that the meter has been repaired to these standards.
- Water Meter Replacement: Meters that cannot be repaired, or have reached the end of their recommended service life, will be replaced in kind unless otherwise specified.

<u>Tasks that the Contractor may be asked to perform shall include:</u>

- Perform field testing, calibration, and repair of large compound, FM-CT, and turbine type meters.
- Disassemble, clean, reassemble, and test meters. Replace parts to assure proper operation.
- Replace existing water meters in accordance with an established meter exchange program.
- Install bypasses to avoid future water shut downs during calibration.

- Coordinate the installation and replacement with the City customer
- Coordinate the necessary water main shut downs with the City employees
- Install/replace existing ERT's as needed.

Contractor Responsibility's

The Contractor shall coordinate with the Water Utilities Warehouse Supervisor or designee for pickup of new meters and related equipment/materials and delivery of existing retired meters to the warehouse for disposal, parts needed for the installation of bypasses where required installation of ERT modules (where applicable), and proper documentation of installation. Prices shall include all labor to performed these functions to successfully perform all services to include but not limited to large water meter testing, calibration, repair and replacement/new installations. Meters, registers (with inline connectors where required), and AMR ERTs will be supplied by the City. Bypasses will be used when available to lessen the impact to customers during testing and/or replacement of meter.

The Contractor shall provide a proper watercourse to direct the flow of water being expended in the testing of the water meter to minimize inconvenience to roadway and pedestrian traffic and protect private and City property.

Large Meter Testing and Calibration

To ensure meter accuracy, meter-testing shall follow the guidelines recommended in the American Water Works Association (AWWA) standards (C700 Series) as summarized in "Water Meters- Selection, Installation, Testing, and Maintenance" (AWWA M6), for both normal and minimum test-flow rates.

All meters tested and/or repaired shall be calibrated to be as near 100% accuracy as practicable and within current AWWA Standards C701, C702, C703 and M6. All meters shall be tested at the following approximate flow rates:

- Maximum Flow Rate - 75% of rated capacity up to maximum flow available through test outlet.
- Intermediate Flow Rate - 10% of rated capacity.
- Minimum Flow Rate - as indicated by appropriate AWWA Standards.

When an AWWA standard for a meter is not available, it should be demonstrated that the meter used is capable of measuring not less than 95% and not more than 105% of the water that passes through the meter.

The City reserves the right to assign a City employee to accompany the Contractor to the site in order to help locate the meter, the proper valves, the bypass, etc. and to serve as the City's liaison between the Contractor and the customer in reference to the water being disconnected, when necessary.

The Contractor shall complete a test report for each meter tested and shall provide the test report to the City. The report shall include the following data:

- Service Address
- Meter Manufacturer
- Meter Model
- Meter size
- Test date
- Meter register readings prior to and upon completion of field testing.
- Test results after each flow.
- Note any problems with valve failure or hazardous setting conditions.
- Name of individual conducting test
- GPS data and information.

Electronic copies shall be in Microsoft Excel 97-2003 or later version, with each data in separate columns.

The following is a summary of the number of meters (may be covered under this scope of work), by meter size, that are due for testing and calibration.

Large Meters for testing and/calibration

City of Peoria	
Meter Size/Type	Est. Quantity
3" meter Compound and Turbine	67
4" meter Compound and Turbine	61
6" meter Compound ,Turbine and Fire Service	32
8" meter Fire Service Compound	4
10" meter Fire Service Compound	4

City of Tempe	
Meter Size/Type	Est. Quantity
3" meter Compound and Turbine	124
4" meter Compound and Turbine	87
6" meter Compound ,Turbine and Fire Service	72
8" meter Compound and Fire Service	22
10" meter Fire Service Compound	1

The City reserves the right to add to, delete from, or modify the list of meters to be tested/calibrated/repaired and replaced at any time.

Meter Repair/Retest

Meters that do not meet AWWA's accuracy standards, and do not meet the age requirement for replacement, will need to be repaired, and a retest will be required to show that the meter has been repaired to these standards.

Any meter that requires repair during the testing procedure shall be repaired by the Contractor. The Contractor shall have an available stock of repair parts in his/her truck for the various types of water meters specified in this RFP. These repairs shall take place on-site. If parts are unavailable by the Contractor, the Project Manager shall be notified immediately, and the Contractor shall not charge an additional cost to the City to make additional trips to repair meters. All necessary parts for repair must be provided by the contractor. All parts, fittings, valves and related devices must meet all AWWA and local drinking water standards.

At a minimum, repair shall include replacement of any part which is sufficiently worn to warrant replacement such as gaskets, stainless steel bolts and nuts, and change gears, if applicable. Only new parts will be accepted, no rebuilt parts are allowed. The Contractor shall make up a parts list for each individual meter that will be returned to the City at the end of each day along with the removed meter parts. Main casings, including flanges and main case cover, shall be made of copper alloy as specified in AWWA C 701. All external fasteners shall be made of stainless steel as specified in AWWA C 701, s. 4.1.8.

All removed meter shall be returned to the City in plastic bags or suitable containers provided by the Contractor with the meter serial number, recorded dial read, and date indicated on bag/container. All removed meters and meter parts are to be returned to the Water Utilities Warehouse.

Should, from initial meter tests, the Contractor determine that total repair exceeds 70% of the cost of a newly installed meter, the Contractor shall notify the City Coordinator or City's contact person who will determine whether the meter or register should be replaced.

After repair, the Contractor shall calibrate the meter as close to new meter accuracy as possible (+/-11/2%) and will follow all testing guidelines.

Upon restoration of each unit to its proper operating condition, it must be calibrated and re-tested to conform to AWWA standards including AWWA C700-95, C701-88, C702-0l, C703-96, C704-92, C708-96, C710-95 and Manual M6.

The Contractor shall be responsible for the operation of all shut off valves associated with the meter necessary to complete the assigned work. If a valve proves to be ineffective and/or inoperable, the Contractor shall notify the City as soon as possible. If the work involves shut off valves not associated with the meter the City Coordinator or City's contact person must be notified prior to shut off.

Any piping that appears to be defective to the extent that work cannot be performed or completed, the Contractor shall notify the City as soon as possible.

All bypasses shall be closed and locked upon completion of work.

Strainers shall be used if there is room available to install a strainer without modification to existing plumbing. Strainers shall be supplied by the meter manufacturer and shall be shipped with the strainer attached. Strainer screws shall be bronze or stainless steel. The internal straining material shall be stainless steel.

Secure all water meters, vaults and meter boxes to ensure the safety of the public and City employees.

Temporary Water Access

Temporary water access will be accommodated with a hydrant meter and access to City hydrant; total water usage will be paid by contractor to Utility Billing at appropriate rate. Final invoice to City can include reimbursement for total cost.

Meter Replacement

Prior to commencing each meter replacement at a customer's premises, the Contractor shall inspect existing water meter settings, service piping and shut off valves. If the Contractor determines that existing conditions are such that damage to the existing service piping or the resident's property would result, the city will be so notified and the Contractor shall await the city's decision on how to proceed and then proceed in accordance with that decision.

If an existing below grade structure is found to be filled with water at the time of installation, the contractor will be responsible for providing all necessary equipment to evacuate the water before entering said structure. It will be the city inspector's responsibility to determine the reason for failure of an existing sump pump system. If failure of an existing sump pump system is determined to be mechanical and not electrical, the City representative may elect to have the contractor replace the existing pump. The contractor shall be prepared to replace the sump pump on the same day the meter is replaced.

The Contractor shall replace all gaskets with new rubber gaskets when the meter is replaced. Any meters set improperly by the Contractor shall be reset correctly at the expense of the Contractor. Any damage to couplings, threads, unions or meters by use of improper tools or cross-threading shall also be corrected by the Contractor.

After a meter replacement, water shall be run through the meter assembly to check for leakage. Each meter installed must also be checked for proper orientation to confirm positive registration. The operation of the meter register shall be checked for the reading and ID number.

The site installation shall include the removal of old equipment (water meter and/or encoder), installation of the new equipment (replacing like for like size of meter and/or head, unless otherwise directed by the City) and other specified equipment and devices.

Upon removal, all old meters and/or register heads shall be tagged and identified by address to allow verification of final reading of the meter for billing purposes. Approved tags shall be provided for this purpose by the City.

Meters shall be installed, operated and maintained using generally accepted industry standards (AWWA M22, C-703-96 Cold Water Meters for Fire meters, AWWA C706- latest edition for new meters).

At no time shall the Contractor start an installation and then leave it unfinished. A maximum time of eight (8) hours of service interruption is allowed. The shutdown must be coordinated with the City representative and the customer.

Prior to starting the site installation, the Contractor shall determine if additional plumbing work is required beyond the specified scope of the contract. If so, the installation shall be rescheduled and the City shall be notified.

The Contractor shall leave the installation site in a clean and neat condition, equal to, or better than, the condition of the site upon the Contractor's arrival. When directed the Contractor will provide the City with a photo of the site after the installation and clean-up are completed.

The Contractor shall remove the replaced equipment from the site and return the meter and parts to the water meter shop.

Any non-standard installation found by the Contractor, including missing or tampered meters, or flagrant code violations observed by the Contractor shall be reported to the City.

The Contractor Shall report back to the City old meter information, out read, new meter number, make, type and read, and the date when work performed.

Water Meter Lid Replacement

As large meter lids need to be replaced or repaired the work must be approved by the City's contact person prior to work being performed. Small meter lids will be available in the City's Warehouse for replacement.

Other Specifications for All Meter Sizes

Response Time

Contractor will be required to respond to the initial service call from the City within 12 hours.

Contractor shall be required to commence work within 3 calendar days for small water meters.

Contractor shall be required to commence work within 10 calendar days for large water meters.

Emergency service response time shall within 2 to 3 hours from the initial call from the City.

Customer Contact and Work Hours

The City shall provide the contractor with a representative familiar with the system and general operation to coordinate the testing, with City's customers. The representative shall advise the Contractor as to the desirable methods to be used in conducting the tests, however, the Contractor shall make his own determination and the final responsibility shall be the Contractor's.

The city will provide the Contractor with a list, which indicates customer name, address, and account numbers, type of meter and size, and meter serial number to be replaced. The city, in order to expedite the work, will send a letter to its customers introducing the Contractor and the services to be provided. Some locations will require the contractor to schedule a specific date and time for the installation. Others will may require just a 24 hour notice of the work to be performed.

Working hours will be from 7:00 A.M. to 4:00 P.M. No meter installation shall start after 2:00 P.M. unless the installation can be completed by the City's end of business for the day unless approved by the City's Coordinator. No work shall be scheduled for Saturday or Sunday without prior approval by the City's Coordinator.

The Contractor's main work hours shall be expected to occur during the City's normal business hours, or Monday through Friday from 7:00AM to 4:00PM.

Work performed at night, weekends or City observed holidays must have prior approval of the City. Weekend work hours shall be from7:00AM to 4:00 PM unless approved in advance by the City.

No Overtime shall be allowed. Repair to some meters may require work to be completed at night, weekends or on holidays. The City will not pay for overtime occurring during this contract. However, work may not occur in residential areas of the city at night, weekends or on holidays without prior approval from the City.

Upon arriving at the location, the Contractor should make every effort to notify the customer that they are on site.

Every effort shall be made by the Contractor to minimize the length of time water service is interrupted to a water customer.

All vehicles used by the successful bidder shall at all times display, at a minimum, the name of the company performing the site installations.

The Contractor shall furnish the City with a 24 hour emergency telephone number to contact hint/her outside of the company's business hours.

Water shutoffs for vaulted meters larger than 3" shall be the responsibility of the City unless other arrangements have been approved by the city.

The Contractor shall submit to the city written documentation describing the date, method and other pertinent information regarding attempts to make an installation. The Contractor may then inform the City contact cannot be made, thus preventing the installation.

The City may choose to perform the meter installation for accounts returned by the Contractor due to inaccessibility; or may schedule an appointment for the Contractor. If the city installs the meter for such inaccessible accounts, the Contractor shall receive no payment for such installation.

Contractor responsibility

Contract is responsible and required to make sure meter is in the same position (meter off, locked, etc.) as found upon arrival at job site. Should contractor fail to place meter in the same position Contractor shall be responsible for loss or revenue or damages.

Contractor's Personnel and Vehicle Identification

The Contractor and/or its employees will not solicit or accept any business from the customer. The recommendation of a particular plumber or company and/or the performance of work other than the meter installations are also prohibited.

Only Contractor's workers who are technically competent and are of acceptable character and personality for work that involves unsupervised entry into individual residences will be hired. The Contractor will only utilize employees who have successfully passed a background investigation.

The Contractor will provide the city with the names and any other information required by the city for these installation personnel.

Whenever the city notifies the Contractor in writing of any person whose work is; careless, disorderly, or otherwise unsatisfactory, that person shall be discharged from working on resulting contract.

The Contractor's field personnel shall wear similar uniforms with the company logo and shall have on their person, displayed in a conspicuous manner, a picture identification badge. The picture ID shall have the Contractor's name, employee name, title and signature, employee's picture and employee ID number. Employees without proper uniforms and identification will not be permitted to work.

The Contractor's employees should carry calling cards listing the Contractor's name and telephone number. A calling card should be left, by the Contractor's employee at every customer location where work has been performed. An emergency number shall also be listed that can be used by the customer, on weekends and after regular business hours.

The Contractor's vehicles, including private vehicles used for the Contractor's work, shall have the company logo and/or name prominently displayed on both sides of the vehicle.

Parking and Traffic Control

Contract will follow all City parking laws.

Safety - Contractor shall be responsible for all traffic control and safety on site of work.

Any and all work carried out on adjacent roadways and thoroughfares will use the appropriate traffic barricading as set forth in the City of Phoenix TRAFFIC BARRICADE MANUAL published by the Street Transportation Department as adopted by the City of Tempe. Any and all pruning operations must comply with the safety standards set forth in ANSI 133. 1. All traffic control and lane closures shall be presented as a written plan to City of Tempe Traffic Engineering (480-350-8219) of the Transportation Division.

Short term operations are allowed under Chapter 9 of the City of Phoenix Traffic Barricade Manual; however, the City of Tempe has revised this policy to allow for short duration work up to thirty (30) minutes.

Non-compliance of any safety or related items within this Contract will result in a deficiency of performance deduction of a minimum of $100 from the City payment made to the Contractor.

Customer Complaints

Any complaints received by the city from property owners dissatisfied with the installation shall be corrected by the Contractor before payment is made. The decision by the city regarding the credibility of an owner's complaint shall be final. The Contractor shall promptly correct any deficiencies, including but not limited to leaks that are a direct or indirect result of the installation when directed to do so by the city. It shall be presumed that any leaks in the vicinity of the water meter reported by the customer to either the city or the Contractor within 30 calendar days after completion of work at the customer's property are the result of the work, unless a preexisting condition has been noted on the work order. The Contractor shall repair such leaks and correct all damages which occur during the five (5) day period at the Contractor's expense.

Pricing and Invoicing

Contractors shall complete the RFP pricing section and submit with their response. The unit prices indicated by the Contractor shall be are all inclusive of all services describe in this RFP, supervision, labor, equipment, insurance, vehicles, fuel, materials/products, consumables not provided by the City, travel, any and all administrative costs, tax, etc. No other fees or changers will be allowed. For all meter replacements, meters and registers shall be provided by the City.

Additionally, the City is requesting pricing for optional items that the City may or may not utilize as part of this RFP. These items will not be used in the evaluation of the RFP. These items include:

Invoices will be submitted bi-monthly and must include the itemize pay items with quantities used to calculate the invoice amounts. Invoices shall be accompanied with approved meter testing and repair reports for the period and specific meters being invoiced for. Upon receipt and approval of invoices and reports, payments will be made to the Contractor per the contract payment terms. The Contractor shall us the same pricing descriptions provided in the RFP price section and contract award notice.

Permits, Licenses, Regulation and Safety

All permits and licenses necessary for the installation of equipment shall be secured and paid for by the Vendor. The Vendor shall possess appropriate licenses for the services proposed herein.

It shall be the responsibility of each Vendor to assure compliance with any Safety, OSHA, EPA, and/or Federal or State of Arizona rules, regulations or other requirements, as each may apply.

Confined spaces entry is likely with this contract. Contractor is responsible for compliance with the Arizona Confined Space Standard and must supply all necessary equipment and training for their employees' safe work in confined spaces.

The Contractor shall be required to have a documented safety program that meet or exceed OSHA provisions. The safety plan shall remain active and Contract will abide by said plan for the duration of the contract.

The Contractor shall adhere to all safety apparel used by Contractor employees/staff, manual traffic directors and traffic operations on roadways/thoroughfares requirements contained in the special terms and conditions sections of this RFP.

Inspection

The City reserves the right to inspect any and all work either in progress or completed and if found unsatisfactory and/or in conflict with the provisions set forth in the Contract, hold back payment for work completed, provided however, that the Contractor has been given proper notification and allowed a sufficient amount of time to correct the aforementioned condition.

Warranty

A twelve (12) month workmanship and performance warranty will be provided by the Contractor on all Contractor repaired meters. Should the meter fail at any time during the first twelve (12) month cycle after repair, the Contractor will supply all labor and parts to correct the problem(s) free of charge to the City. There will be no additional charge/fee for a second trip to a specific site or location. Problems which arise as the result of acts of God, vandalism, abuse, aggressive water conditions or any other situation beyond the control of the Contractor will not be considered under these warranty provisions.

If issues are discovered during this period, the City will provide the Contractor written notice of the warranty claim describing the problem as part of the claim notice. Upon receipt of notice, Contractor shall be required to make corrections within thirty (30) calendar days at no charge to the City. If the Contractor does not accomplish the necessary corrections within the thirty (30) calendar day period, the City may elect to make necessary repairs and back charge the Contractor. Failure to make necessary warranty corrections will also be grounds for termination of the Contract.

The City reserves the right to add to, delete from, or modify the list of meters to be tested/repaired at any time.

Parts and Materials

Meter sizes from 5/8" to 2":

- Meters
- Registers
- AMR related equipment
- Gaskets
- Plastic meter boxes (#1 - #4) and lids
- Padlocks
- No hardware (brass nuts & bolts) – Must be domestically manufactured.

Meter sizes from 3" to 8":

- Meters
- Registers
- AMR related equipment
- Gaskets
- All necessary fittings – gate valves, strainers, reducers, spools and any/all lead-free brass fittings for the bypasses
- No hardware (stainless steel nuts & bolts) – Must be domestically manufactured.

The contractor shall be responsible to provide all consumables, equipment, materials, etc. not provided by the City. Consumable materials shall include but not limited to, cleaning supplies, lubricants, etc. These are materials that are "consumed" by performing the work, which are different from repair parts used for replacement of specific meter components.

Salvage of Old Meters

All meters removed and replaced will be the property of the city. The Contractor shall be held accountable for the return of all old meters and/or register heads.

Upon removal, all old meters and/or register heads shall be tagged and identified by address to allow verification of final reading of the meter for billing purposes. Approved tags shall be provided for this purpose by the installing Contractor. Removed meters and at least one copy of a fully completed installation form shall be returned to the City within one week after completing the installation of each meter.

Progress Meetings

Progress meetings will be held as required by the city. The city will establish the dates, times and place of the meetings, and conduct the meetings. The meetings will be conducted twice a month or more often if deemed necessary by the city. The meetings shall be attended by the city's and Contractor's personnel as well as any other individual pertinent to the agenda.

Proposal Checklist for Submittals

	One (1) signed and complete original of the proposal response, including "Vendor's Proposal Offer" (Form 201-B).
	Six (6) complete hard copies of the proposal.
	Two (2) complete USB Flash Drive copies of the proposal.
	Proposal Questionnaire has been completed and included.
	Questionnaire exhibit (s)
	Information completed and included. **Must be submitted in Microsoft Excel format.**
	Addendum(s) have been included
	Provide copy of proposed contract with proposal response.
	Affidavit of compliance with City of Tempe Code Chapter 2 Article VIII Section 2-603 (5).

Submittal Guidelines

- All hard copies and or USB Flash Drive copies must be indexed or tabbed in the manner prescribed below.
- All submittals are to be prepared on 8 1/2" X 11" paper and printed on one (1) side only.
- Summited in an appropriately size tabbed binder as follows:
    - TAB A - Vendor's Proposal Offer" (Form 201-B) and Addendums
    - TAB B - Proposal Questionnaire “A” has been completed and included.
    - TAB C - Proposal Questionnaire exhibit(s)
    - TAB D – Sample Reports
    - TAB E - Price Information completed and included. **Must be submitted in Microsoft excel format.**
    - TAB F - Provide copy of proposed contract with proposal response.
- Tabbing applies to all hard copies and USB’s

Proposers are reminded that the Evaluation Committee's ability to evaluate the proposals is dependent upon the organization, detail and readability of the submittal documents. A clear, complete and adequate response is very important.

Proposer’s questionnaire exhibits that are not clearly marked to which questionnaire question it applies to will not be read and evaluated causing your firms score to be lowered.

Evaluation Criteria

Proposal responses will be evaluated through as indicated below:

Phase One - Evaluation committee composed of Agency staff will review the responses and score them according to the criteria identified below.

Phase Two - After proposal responses have been scored, the evaluation committee will determine if any firms should be removed for non-susceptibility based on their overall score within the competitive range established. Those firms retained may be invited for interviews, negotiations, site visits, and best and final Offers as determined at the sole discretion of the Agency.

It is important to note that firms may be removed for non-susceptibility anytime during the evaluation process and not just at the specific points noted above.

The information and answers provided by firms through this submittal process will be used to evaluate proposals. In evaluating a firm's overall experience and competence to perform the stated work, the evaluation committee may rely on additional resources beyond the information provided by the firm.

Award Criteria	Weight
Firm's Experience and Qualifications	10
Proposer Staff	12
References • Ability of references to demonstrate a level of competence in providing services under the RFP.	5
Cost	35
Acceptance and Compliance of RFP Terms and Conditions. ▪ Firm's acceptance of City terms and conditions. ▪ Is a separate negotiated agreement required? ▪ Reasonableness of separate agreement. ▪ Etc.	7
Overall response of RFP. ▪ Did the vendor's proposal provide all the necessary information requested in the RFP in a professional and organized manner. ▪ Did the vendor's proposal cause doubt regarding its ability to complete the necessary services/tasks. ▪ Was the vendor's proposal easy to understand and did it provide answers to questions or create more questions? ▪ Etc.	4

This proposal will be evaluated on a cumulative point system using the rating scale shown below (fractional points may be selected within this range).

Scoring

Outstanding . . .	10
	9
Good . . .	8
	7
	6
Average . . .	5
	4
	3
Poor . . .	2
	1
Not Addressed or Unacceptable	0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost Offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) X Points Possible = Evaluation Points.

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

_____ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

_____ Date: _____
Signature

_____ _____
Print Name Title

_____
Company

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Brian Huntzinger, Water Production Manager

Co-Submitter: Mark Richardson

Date: 04/11/2019

Meeting Date: 04/16/2019

TITLE:

Consideration and Approval of Proprietary Purchase: Purchase of Saf-T-Chlor dry sodium chlorite and drums from CDG Environmental, LLC.

STAFF RECOMMENDED ACTION:

Approve the proprietary purchase of Saf-T-Chlor dry sodium chlorite and drums from CDG Environmental, LLC in the amount not to exceed $100,000 (One hundred thousand dollars) annually.

Executive Summary:

The Water Services Water Production Section uses a chlorine dioxide generator for surface water pretreatment, or pre-oxidation, at the Lake Mary Water Treatment Plant. The current chlorine dioxide generator at Lake Mary was installed by CDG Environmental, LLC in 2008. It requires the use of the proprietary chemical Saf-T-Chlor dry sodium chlorite requested in this purchase.

Using the chlorine dioxide generator as a pretreatment method works well for treating metals such as iron and manganese and as a disinfectant for bacteria, protozoa and algae and taste and odor compounds without creating disinfectant by-products (DBPs). With the increase in Lake Mary water levels, it is anticipated that more surface water will be utilized this year. It is necessary to purchase the Saf-T-Chlor dry premium chlorite and accompanying drums in order to maintain the current treatment process and maximize the use of surface water from Lake Mary.

Financial Impact:

Water Production annually budgets for chemical expenditures under account 202-08-301-1011-0-4362 (Lake Mary Water Treatment Plant (Chemicals)) to cover the costs associated with chemicals used at the Lake Mary Water Treatment Plant.

Policy Impact:

This expenditure assists Water Production in meeting Safe Drinking Water regulations pertaining to disinfection by-products.

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

Flagstaff Regional Plan, Goal WR.4: Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide efficient delivery of services. Policy WR.4.2: Maintain, at the City level, a financially stable utility to provide reliable, high-quality utility services.

Has There Been Previous Council Decision on This:

This will be the first time Water Production has sought purchasing approval of sodium chlorite drums from CDG Environmental, LLC over $50,000 (fifty thousand dollars).

Options and Alternatives:

1. Approve the purchase of Saf-T-Chlor dry sodium chlorite and drums from CDG Environmental, LLC to be used with the onsite chlorine dioxide generator at the Lake Mary Water Treatment Plant for surface water production; or
2. Reject the purchase of Saf-T-Chlor dry sodium chlorite and drums from CDG Environmental, LLC and leave Water Production with the options of either finding another chlorine dioxide or other pre-treatment/pre-oxidation system to use or return to using chlorine for raw water pre-oxidation or pre-treatment.

Background/History:

In 2008, the Lake Mary Water Treatment Plant upgraded the treatment process or added an onsite chlorine dioxide generator to be able to apply chlorine dioxide to raw water. CDG Environmental, LLC was chosen as the supplier of the equipment which utilizes Saf-T-Chlor, a proprietary dry form of sodium chlorite that is used to make the chlorine dioxide on-site. The use of chlorine dioxide as a pre-treatment for surface water helps oxidize iron and manganese, reduce taste and odor, disinfect any bacteria, parasites or algae in the water; without creating disinfectant by-products (DBPs). In 2015, Water Production increased the use of chlorine dioxide to help reduce DBPs. Now in 2019, the City plans on increasing the amount of surface water processed to maximize the benefits of using surface water. Past sodium chlorite purchases were always below the annual thresholds, however, with increased usage compounded with an increase in surface water production, expenditures for the sodium chlorite require Council approval.

As required under the Procurement Code, the information regarding the proprietary status of the Saf-T-Chlor dry sodium chlorite and drums from CDG Environmental, LLC was provided to Purchasing. One of the factors considered was the safety protection with the purchase of proprietary steel drums that are completely sealed preventing against splash, spills or leaks that may harm employees. Purchasing determined that this proprietary purchase was acceptable.

Key Considerations:

The use of chlorine dioxide as a raw water oxidant has been shown to minimize disinfectant by-product formation in the City of Flagstaff's drinking water.

Expanded Financial Considerations:

The use of chlorine dioxide is roughly 14 times as expensive as using chlorine, however, the benefits outweigh the costs, specifically with reduced disinfection by-product (DBP) formation.

Community Benefits and Considerations:

Allowing the expenditure of up to $100,000 (one hundred thousand dollars) annually on Saf-T-Chlor dry sodium chlorite and drums from CDG Environmental, LLC will enable Water Production to take advantage of the abundant water in Upper Lake Mary in 2019 while keeping disinfectant by-products under maximum contaminant levels (mcl's).

Community Involvement:

Inform

Attachments: CDGE Contract
CDGE Proprietary
CDGE General Description

CONTRACT FOR PURCHASE OF MATERIALS

Contract No. 2019-114

This Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and CDG Environmental, LLC, a Pennsylvania Limited Liability Company, with office location at 361 W Cedar St, Allentown, PA 18012 ("Contractor").

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

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

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

   Saf-T-Chlor

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

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor up to an amount not to exceed the estimated annual budget amount for this water treatment chemical of one-hundred thousand dollars ($100,000). Any price adjustment must be approved in writing and approved by the parties. The City Manager or his designee (the Purchasing Director) may approve an adjustment if the Contract price is less than $50,000; otherwise City Council approval is required.

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

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

5. Contract Term: The Contract term is for a period of three (3) years, commencing on the date this contract is fully executed.

6. Renewal: This Contract may be renewed or extended: for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

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

To the City:	To Contractor:
Matthew Luhman, CPP Senior Procurement Specialist City of Flagstaff 211 W. Aspen Flagstaff, Arizona 86001 mluhman@flagstaffaz.gov	Erin Dauscher CDG Environmental, LLC 361 W Cedar Street Allentown, PA 18102 Phone: 484-821-0780 edauscher@cdgenvironmental.com

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

CDG Environmental, LLC

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

EXHIBIT A
CURRENT PRICE LISTING

CDG Environmental, LLC
361 W Cedar St
Allentown, PA 18102
Phone: 484-821-0780
Toll-free: 888-610-ClO2
Fax: 484-821-0802

Invoice

Date	Invoice #
3/26/2019	1903519

Bill To	Ship To
City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001	Lake Mary WTP 4500 S. Lake Mary Road Flagstaff, AZ 86001

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
19-000774	NET 30 Days		3/26/2019	R&L	Allentown	

Quantity	Item Code	Description	Price Each	Amount
1	55-02/05/19-11	55 Gallon Drum Saf-T-Chlor(TM) at $4.90/lb	1,999.20	1,999.20
1	55-02/05/19-12	55 Gallon Drum Saf-T-Chlor(TM) at $4.90/lb	1,969.80	1,969.80
1	55-02/05/19-05	55 Gallon Drum Saf-T-Chlor(TM) at $4.90/lb	2,043.30	2,043.30
1	55-02/05/19-06	55 Gallon Drum Saf-T-Chlor(TM) at $4.90/lb	2,058.00	2,058.00
1	55-02/05/19-07	55 Gallon Drum Saf-T-Chlor(TM) at $4.90/lb	1,969.80	1,969.80
1	55-02/05/19-08	55 Gallon Drum Saf-T-Chlor(TM) at $4.90/lb	2,038.40	2,038.40
1	55-02/20/19-27	55 Gallon Drum Saf-T-Chlor(TM) at $4.90/lb	2,136.40	2,136.40
1	55-02/20/19-28	55 Gallon Drum Saf-T-Chlor(TM) at $4.90/lb	2,072.70	2,072.70
1	55-02/20/19-29	55 Gallon Drum Saf-T-Chlor(TM) at $4.90/lb	2,048.20	2,048.20
1	55-02/20/19-30	55 Gallon Drum Saf-T-Chlor(TM) at $4.90/lb	2,062.90	2,062.90
1	55-02/20/19-23	55 Gallon Drum Saf-T-Chlor(TM) at $4.90/lb	2,111.90	2,111.90
1	55-02/20/19-24	55 Gallon Drum Saf-T-Chlor(TM) at $4.90/lb	2,038.40	2,038.40
1	55-02/20/19-25	55 Gallon Drum Saf-T-Chlor(TM) at $4.90/lb	2,043.30	2,043.30
1	55-02/20/19-26	55 Gallon Drum Saf-T-Chlor(TM) at $4.90/lb	2,067.80	2,067.80
1	55-02/20/19-09	55 Gallon Drum Saf-T-Chlor(TM) at $4.90/lb	2,048.20	2,048.20
1	55-02/20/19-10	55 Gallon Drum Saf-T-Chlor(TM) at $4.90/lb	2,033.50	2,033.50
1	55-02/20/19-11	55 Gallon Drum Saf-T-Chlor(TM) at $4.90/lb	2,092.30	2,092.30
1	55-02/20/19-12	55 Gallon Drum Saf-T-Chlor(TM) at $4.90/lb	1,999.20	1,999.20

Total	$36,833.30
Payments/Credits	$0.00
Balance Due	$36,833.30

EXHIBIT B
STANDARD TERMS AND CONDITIONS

IN GENERAL

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

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

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

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

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

MATERIALS

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

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

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

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

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

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

12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

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

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

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

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

PAYMENT

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

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

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

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

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

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

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

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

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

SERVICES

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

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

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

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

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

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

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

INSPECTION, RECORDS, ADMINISTRATION

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

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

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

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

INDEMNIFICATION, INSURANCE

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

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

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

CONTRACT CHANGES

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

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

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

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

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

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

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

EMPLOYEES AND SUBCONTRACTORS

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

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

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

49. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The

City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

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

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

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

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

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

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

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

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

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

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

MISCELLANEOUS

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

61. NOTICES: All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent Notice may be sent by email as a secondary form of notice.

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

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

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

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

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

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

   d. Workers' Compensation and Employer's Liability

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

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

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

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

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

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

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

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

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

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

   Attention: Matthew Luhman
   Senior Procurement Specialist
   Contract No. 2019-114
   Purchasing Department
   City of Flagstaff,
   211 W. Aspen Avenue
   Flagstaff, Arizona 86001.

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

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

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

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

DATE: June 20, 2018

CDG ENVIRONMENTAL, LLC. PROPRIETARY CHEMICAL
***Saf-T-Chlor*™ (STC)**

CUSTOMER: Lake Mary Water Treatment Plant
Attn: Lee Williams
4500 South Lake Mary Road
Flagstaff, AZ 86001
Phone: (928) 774-0262

The chlorine dioxide generator installed at the above listed facility requires the use of CDG Environmental, LLC proprietary *Saf-T-Chlor*™ formula which is a thermally stable form of sodium chlorite. There is no acceptable substitute due to the dangers of fire and/or explosion.

STC has been manufactured during an agglomeration process to hydrate raw sodium chlorite powder into pellets with a moisture content between 8 to 13 %. The product is supplied in either 30 or 55 gallon steel drums specifically designed for the chlorine dioxide generator and providing the user with minimal to no potential contact with the contents. Contact with the material can cause chemical burns to eyes, sensitive skin, and mucous membranes.

Sodium chlorite $NaClO_2$ is a strong oxidizer. It is corrosive and reactive.

Spent STC product becomes NaCl (Salt) in which the drums are to be returned to CDG Environmental, LLC for rinsing and reuse of certain internal components.

Any questions can be addressed to CDG Environmental, LLC.

Paul Satre
CDG Environmental, LLC
Sr. Systems Engineer

Leaders in state-of-the-art chlorine dioxide technology

Innovation and research solved the ClO_2 challenge

CDG Environmental, LLC was built on the foundation of CDG Technology, Inc., and CDG Research Corporation. These organizations recruited top chemical, engineering, and water experts to discover a practical way to produce and use ClO_2. Today CDG Environmental is proud to continue its tradition of extraordinary innovation to offer the first Ready, Steady & Pure ClO_2 for use in a multitude of important applications.

Recognized and approved by top authorities

CDG Environmental's products and processes have received approvals from all relevant regulatory authorities. CDG Environmental has in-house expertise in the areas of regulatory compliance, methods of handling, applications, and reaction chemistries.

Management committed to excellence

CDG Environmental's senior management team has extensive experience in the fields of technology and marketing of chemical disinfection and sanitation. The company commitment to innovation and excellence has made CDG the state-of-the-art leader in chlorine dioxide technology.

APPROVALS — *CDG Solution 3000™ concentrate is…*

EPA-Approved: As a FIFRA registered antimicrobial pesticides in all 50 states and Puerto Rico for a wide variety of industrial, commercial, agricultural, and food processing applications.

NSF certified: ***CDG Solution 3000***™ concentrate along with ***SAF-T-CHLOR***™ sodium chlorite is certified by the National Sanitary Foundation (NSF) under the NSF/ANSI Standard 60 for drinking water treatment.

FDA & USDA Approved: FDA & USDA approved for antimicrobial uses with poultry, fruits & vegetables, and red meat.

DOT-Approved: Department of Transportation approved for transport via truck or rail.

OMRI-Listed: Listed by the Organic Materials Review Institute (OMRI) for use in certified organic production, food processing, livestock handling, and crop management.

Star-K Kosher Certified.

CDG ENVIRONMENTAL

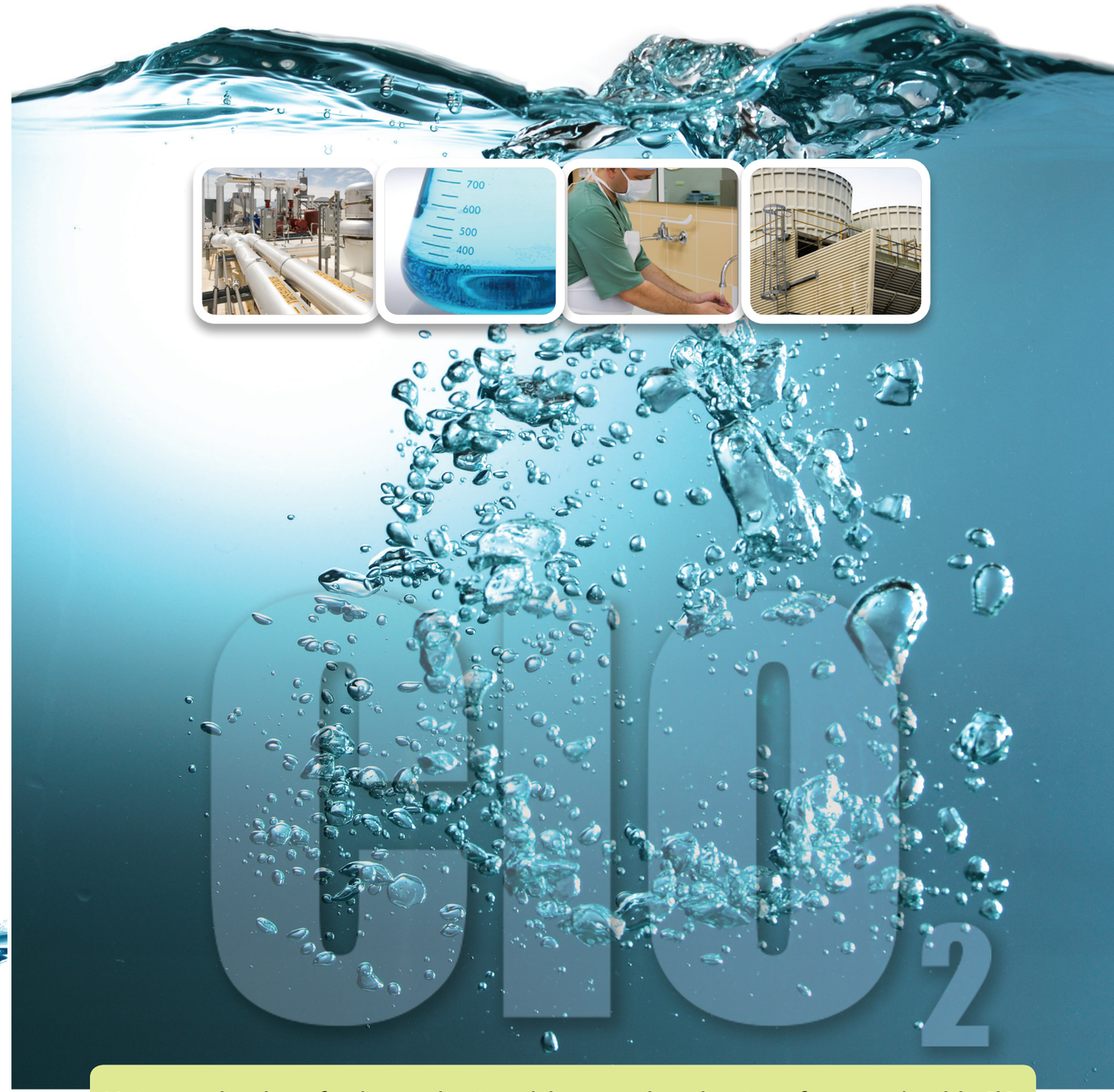
PRACTICAL CHLORINE DIOXIDE. **READY | STEADY | PURE**

CDG ENVIRONMENTAL, LLC.
301 BROADWAY SUITE 420
BETHLEHEM, PA 18015

Toll Free 888.610.2562
Office 484.821.0780
Fax 484.821.0802
www.cdgenvironmental.com
info@cdgenvironmental.com

CDG ENVIRONMENTAL | Practical Chlorine Dioxide

READY | STEADY | PURE



Unique technology for the production, delivery and application of pure and stable ClO_2

THE INDUSTRY'S BEST BIOCIDE

In a world of ever-increasing pathogen awareness, chlorine dioxide (ClO_2) has become recognized as the most effective biocide available for sterilization, disinfection, sanitization and decontamination in the food, beverage, water treatment and agricultural markets.









Why is Chlorine Dioxide so effective?

Chlorine Dioxide (ClO_2) is a synthetic, green-yellowish gas that is soluble in water. It is a powerful, fast-acting, highly effective, eco-friendly biocide.

- **Effectiveness:** Unparalleled effectiveness against a broad spectrum of micro-organisms at low concentrations and short contact times.
- **Destroys Biofilm** that protects pathogen from conventional disinfectants.
- **Head Space**: As a gas, ClO_2 treats the entire, closed system including non-wetted surfaces.
- **pH Independent:** Avoids need for supplemental chemicals to adjust pH.
- **Efficiency:** Selectivity against microorganisms means that ClO_2 is not quickly dissipated by other compounds.



Competitive Biocidal Effectiveness

Performance Critiera	Bleach (Sodium Hypochlorite)	Bromine	Peracetic Acid (PAA)	Quats	Chlorine Dioxide (ClO_2)
Effectiveness	A	A	A	B	A
Destroys Biofilm	C	C	C	C	A
Head Space	D	D	D	D	A
pH Independent	C	C	C	C	A
Efficiency	C	C	C	C	A

What about Acidified Chlorite (aka "Stabilized Chlorine Dioxide")?
Usually contains varying levels of chlorite, is very acidic, and does not have the performance profile as pure ClO_2.

So — what's the problem?

While chlorine dioxide has been known as the industry's most effective biocide for more than a hundred years, the problematic technologies required to produce and use it have limited its adoption. Conventional on-site generation systems and other preparation methods result in cost-prohibitive systems, harmful by-products, or impractical real-world solutions.

CDG ENVIRONMENTAL

SOLVES THE PROBLEM

For decades, scientists have worked to produce a practical system for harnessing the superior effectiveness of ClO_2. A number of systems involving generators or manual preparation have been introduced in the marketplace with varying degrees of success. It took the dedicated team at CDG Environmental to develop a proprietary process for the production, delivery, and simplified application of pure and stable chlorine dioxide solution.

Introducing…Practical Chlorine Dioxide

Practical ClO_2 is created by a unique technology for the production, delivery, and simplified application of pure and stable ClO_2 solution — without the need for on-site generation or preparation.

Practical vs. Conventional ClO_2 Systems

READY | STEADY | PURE

Is it?	Criteria	Generators	Manual Preparation	CDG Solution 3000™ Concentrate
Ready?	Equipment expense Complex control Labor intensity	NO (needs equipment)	NO (needs preparation)	YES
Stable?	Consistency Over time	N/A (produced on-site)	N/A (produced on-site)	YES
Pure?	Undesirable by-products that reduce efficiency	Varies by system & operator	NO	YES
How does it work?	Easy to use	Capital equipment produces ClO_2 on-site	Powders, liquids, packets, tablets	Storage-stable concentrate for on-demand process applications

The power and advantages of ClO_2 are now available for applications where it was formerly impractical or expensive

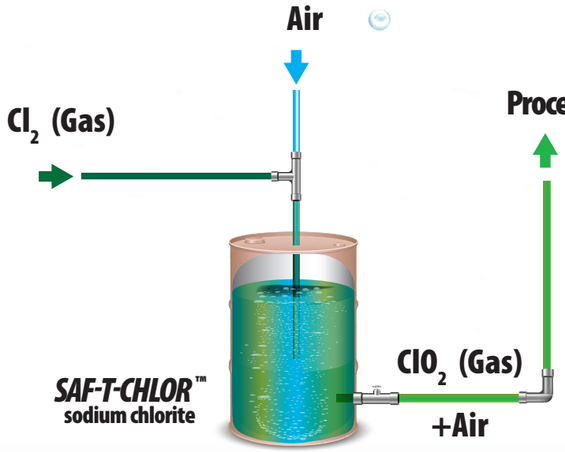
THE PRACTICAL ClO_2 TECHNOLOGY STORY

Generated on-site

The **GAS:SOLID**™ system is an integrated process combining CDG's patented ***SAF-T-CHLOR***™ sodium chlorite — thermally stable, solid $NaClO_2$ — and commercially available gaseous chlorine. It produces high purity ClO_2 gas for direct application and constitutes the first step in the production of ***CDG Solution 3000***™ concentrate. This reaction produces no by-products — just pure ClO_2 gas free of chlorite, chlorate, perchlorate or molecular chlorine.

GAS:SOLID™
SYSTEM

The safest, simplest means available for on-site production of high-purity Chlorine Dioxide





Saf-T-Chlor™
SODIUM CHLORITE

$$2NaClO_2 + Cl_2 \rightarrow 2ClO_2 + 2NaCl$$

- There is no direct operator contact with ***SAF-T-CHLOR*** sodium chlorite materials.
  - Drums are completely sealed at the factory (used containers are picked up when new ones are delivered) and feature simple, quick-connect couplings.
  - The dry, granular formulation can't splash, spill or leak.
- Operation is safe and easy with instantaneous start and stop.
- ***SAF-T-CHLOR*** sodium chlorite is a specially formulated, thermally stable form of dry sodium chlorite that will not ignite.
- No bulk liquid chemical storage or acids are required.
- When chlorine gas reacts with ***SAF-T-CHLOR*** sodium chlorite, the result is pure chlorine dioxide gas, free of chlorites, chlorates, perchlorates or molecular chlorine. The only reaction residual from the process is plain table salt, which can be easily disposed.

CDG Solution 3000™ CONCENTRATE READY-TO-USE

CDG Solution 3000™ concentrate (3000 ppm) — the first stable, ready-to-use liquid ClO_2 biocide. It is DOT-approved for transport via truck or rail throughout the continental U.S., eliminates the need for on-site production, and requires no mixing or activation. It is easier to apply, safer to handle, and more effective than chlorine based products.

Chlorine Dioxide in its absolute, easiest-to-use form. All that is required is a chemical feed pump to connect to the desired application. ***CDG Solution 3000*** concentrate:

- can be easily shipped as the only liquid-based, ready-to-use chlorine dioxide product on the market.
- is storage stable at room temperature — for up to 9 months.
- eliminates the need for on-site production equipment and requires no chemical mixing, activation or complex recalibration.
- maintains efficacy at high pH.
- rinses clean leaving no residual toxicity.



Liquid Dispersing Made Easy

Colder DrumQuik® PRO System Overview

- Metal-free insert/dip tube quick connect dispensing system for extracting chemicals from rigid containers.
- Professional dispensing that minimizes worker and environmental exposure.
- Factory-installed by CDG.
- External components of the Colder System are reusable.
- Single easy quick connection.



PROVIDING CRITICAL PROTECTION IN KEY INDUSTRIES

CDG Environmental chlorine dioxide products provide critical disinfection and biofilm elimination across a variety of important industries.

THE PRACTICAL ClO_2 *doing the job you need!*

Antimicrobial: Both in solution and in the gas phase, destroys a broad range of pathogens.

Mold remediation: Both in solution and in the gas phase, destroys mold, including toxic molds such as *Stachybotrus* and *Aspergillus*.

Biofilm control: Penetrates biofilm and destroys the resident bacteria.

Odor control: Oxidizes many odor-causing compounds, especially mercaptans and sulfur compounds.

Metals oxidation: Oxidizes undesirable metals found in water, such as manganese and iron, and converts them from a soluble state to an insoluble state, which enables their removal by precipitation or filtering.

Color removal: Removes the color from many compounds that may be found in drinking water or wastewater.

Oxidation of THM/HAA precursor: Does not react with organic matter, thus reducing the production of trihalomethanes (THM), haloacetic acides (HAA) and other chlorinated organic compounds.

COOLING TOWERS & CLOSED LOOP SYSTEMS



Cooling towers and other closed loop systems provide ideal environments for the growth of micro-organisms and the biofilm that protects them. Control of this buildup is essential to prevent:

- **Loss of heat transfer**
- **Increased corrosion rates**
- **Increased pumping energy**
- **Potential spread of aerosols containing pathogens such as *Legionella***



MUNICIPAL DRINKING WATER

The **GAS:SOLID**™ System is used in municipalities across the U.S. to supply chlorine dioxide for oxidation and disinfection.

SECONDARY POTABLE WATER DISINFECTION



Chlorine dioxide is effective against the *Legionella* bacteria and other harmful organisms that can proliferate in potable water systems. At-risk populations can be particularly affected, and these applications often have rigorous regulatory requirements:

- **Hospitals, surgery centers, nursing homes and assisted living facilities**
- **Hotels, commercial office buildings and other public facilities**
- **Cruise ships**



SANITIZING FOOD RINSE

CDG SOLUTION 3000™ concentrate provides a sanitizing spray to destroy *E. coli* and other pathogens for:

- **Animal carcasses**
- **Ready-to-eat (RTE) meats**
- **Raw agricultural commodities (RAC) such as lettuce**

FOOD & BEVERAGE PROCESSING



- **Chlorine Dioxide can be used for process plant sanitization and the removal of bacteria from lines, vessels, tanks.**
- **Equipment and tanks for wine, beer and other beverages are in constant need of cleaning and sanitizing. ClO_2 saves time and rinse water.**
- ***CDG SOLUTION 3000***™ **concentrate has proven effective in the disinfection and treatment of poultry facilities.**



AGRICULTURE

- ***CDG SOLUTION 3000* concentrate is being used to purify animal drinking water to enhance animal development.**
- **Other important agricultural applications include the treatment of storage facilities, animal transport vehicles and confinement facilities, equipment cleaning and disinfection, greenhouses and irrigation systems.**
- **Biocidal treatment can control odors.**

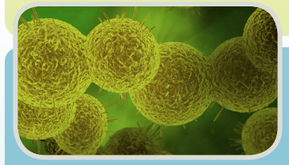
OTHER APPLICATIONS



Chlorine Dioxide can be an effective agent to prevent bio-contamination in a host of applications including:

- **MEMBRANE CLEANING —** increasing the efficiency of reverse osmosis membranes and reducing downtime associated with traditional membrane cleaning processes.
- **INDUSTRIAL CLEANING —** inexpensive and environmentally friendly way to clean microbiological deposits such as biofilm on industrial equipment, like tanks and piping systems.





BIOFILM: THE PATHOGEN'S BEST FRIEND

Biofilm is a complex aggregation of micro-organisms marked by the excretion of a protective and adhesive matrix (slime). It plays a key role in the proliferation of waterborne pathogens. Biofilm is ubiquitous in water environments and is found on most surfaces that are in prolonged contact with water, including the inside of both hot and cold water pipes in buildings.

Bacteria, fungi, protozoa and other pathogens living within the protection of biofilm have significantly increased resistance to the actions of detergents and biocides. True biocidal effectiveness requires dealing with the biofilm along with the micro-organisms it harbors.

Conventional oxidizers react mostly on the surface of the biofilm, and actually form an oxidized layer, like charring on wood, that precludes further penetration. Chlorine Dioxide is soluble, allowing it to travel to the base of the biofilm where it attacks micro-organisms and destroys the biofilm at its point of attachment.

Chlorine Dioxide is by far the most effective biocide for the elimination and control of biofilm.

CDG ENVIRONMENTAL | PRACTICAL CHLORINE DIOXIDE
READY | STEADY | PURE

10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Rick Compau, Purchasing Director
Co-Submitter:	Patrick Brown, Purchasing Manager
Date:	04/11/2019
Meeting Date:	04/16/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-03: A resolution of the City Council of the City of Flagstaff, Arizona amending the Procurement Code Manual, Article 25, Change Orders, Sections 25.1 Change Order Process, Section 25.2 Change Order Conditions, and Section 25.3 Change Order Membership and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-03 by title only
2) City Clerk reads Resolution No. 2019-03 by title only (if approved above)
3) Adopt Resolution No. 2019-03

Executive Summary:

This Resolution is to amend the City's Procurement Code Manual Article 25, "Change Orders". Staff has reviewed the Change Order section to improve clarity, understanding, use of, and documentation requirements for Contract Allowances, Administrative Change Orders, Owner's Contingency and Contractor's Contingency. The updated thresholds for these options include a requirement to provide written justification for the request related to the contract being considered. The changes also remove the ability to add the Administrative Change Order Authority to certain types of contracts including Construction Manager at Risk (CMAR) and Design/Build (DB).

Financial Impact:

None

Policy Impact:

Per City Code, Chapter 1, Section 20-001-0004, a Resolution is required to adopt changes to the Procurement Code Manual.

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

Council Goals Community Outreach--Enhance public transparency and accessibility.

Strategic Plan Strategic Priorities
Provide exceptional service: Foster Clear and consistent communication and Demonstrate respect, equity, and strong ethics
Foster a resilient and economically prosperous City: Deliver outstanding services through a healthy environment, resources, and infrastructure and Promote policies that reflect a positive and safe community
Work in partnership to enhance a safe and livable community: Promote the high quality of life through consistent standards, rules, and regulations

Has There Been Previous Council Decision on This:

- On February 6, 2018, a Future Agenda Item Request (F.A.I.R.) that was introduced to discuss the current and past practices for the assignment of Contract Allowances, Owner and Contractor Contingencies, and Change Order Percentages and received two votes to continue.
- On July 3, 2018, there was further Council discussion and the F.A.I.R. received four votes from Council.
- On October 16, 2018, staff presented a resolution with proposed changes to Article 25 of the Procurement Code Manual. Council discussed staff's recommendation and provided some additional changes for consideration. The adoption of the resolution was postponed to allow staff time to make the changes.

Options and Alternatives:

1. Adopt Resolution 2019-03 as submitted.
2. Recommend revisions to Resolution 2019-03 then adopt.
3. Do not adopt Resolution 2019-03 and provide staff with direction for future changes.

Background/History:

At your June 3, 2018, Council Meeting, staff listened to the Council conversation related to Contract Allowances, Owner and Contractor Contingencies, Change Order Authority and change order percentages. From that meeting staff from Management Services, Community Development, Water Services, and Public Works reviewed our Procurement Code Manual related to the topics discussed. Staff reviewed the Change Order article and determined there are ways to improve this article that would enhance the understanding of and limit the use of certain change order options for contracts. We also added a requirement to provide written justification when it is deemed that a Contract Allowance, Administrative Change Order, Owner's Contingency and/or Contractor Contingency is recommended. In addition, at the October 16, 2018, Council meeting, Council provided additional amendments and recommendations to update the Procurement Code Manual. At the April 9, 2019, Work Session staff presented the recommended updates to Council and reviewed a draft resolution for consideration.

The City has a formal, comprehensive, Procurement Code Manual which was approved and adopted by City Council under Resolution No. 2013-19 on July 16, 2013. Any and all proposed amendments are required to be adopted per City Code, Chapter 1, Section 20-001-0004. Since the June 2013 adoption, there have been two updates to the Procurement Code Manual. These occurred on June 2, 2015, by Resolution No. 2015-24 and on May 1, 2018, by Resolution No. 2018-11. This proposed Resolution No. 2019-03 is to obtain approval and adoption of the proposed amendments applicable to Article 25, Sections 25.1, 25.2 and 25.3 within the City's Procurement Code Manual that are outlined in the attached Resolution.

Key Considerations:

Adopting the proposed language as amendments to Article 25 within the City's Procurement Code Manual will:
1. Provide better clarity and help eliminate varying interpretation to certain language applicable to Article 25, Sections 25.1, 25.2 and 25.3 within the City's Procurement Code Manual;
2. Incorporate additional requirements to justify and approve allowance, administrative change orders, and contingency, for construction-related projects.

Additionally, the proposed changes include a suggestion received at the October 16, 2018 meeting related to the dollar amount of change orders brought to Council for approval. Current practice is to bring back a change order of any dollar amount that cumulatively increases by $50,000 the total amount of changes to a contract since the time of Council approval. The proposed change would have staff only bring to Council change orders that individually increase the contract by $50,000. If adopted, this change would result in Council seeing fewer change orders of less than $50,000, but there would be no limit to the amount a contract could increase without Council approval so long as the individual changes were each less than $50,000. This change would have no impact on contracts not approved by the Council. Because City Charter requires that Council approve all contracts of $50,000 or more, change orders of any amount that increase the value of the contract to $50,000 will be brought to Council for approval.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Improved transparency with the City's Procurement practices, as well as strengthening justification for approval of adding contract allowance, administrative change order authority and contingencies for construction contracts.

Community Involvement:

Inform

Attachments: Res. 2019-03
Red lined Procurement Code Manual

RESOLUTION NO. 2019-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA AMENDING THE PROCUREMENT CODE MANUAL, ARTICLE 25, CHANGE ORDERS, SECTION 25.1 CHANGE ORDER PROCESS, SECTION 25.2 CHANGE ORDER CONDITIONS, AND SECTION 25.3 CHANGE ORDER MEMBERSHIP, AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the City of Flagstaff has adopted a process for the procurement of goods and services set forth in the Procurement Code Manual; and

WHEREAS, the Flagstaff City Council desires to amend the *Procurement Code Manual* by adding additional language and revising existing language related to Article 25, *Change Orders*, Section 25.1, *Change Order Process*, Section 25.2, *Change Order Conditions*, and Section 25.3, *Change Order Membership*.

ENACTMENTS:

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

That the *Procurement Code Manual*, Article 25, *Change Orders*, Section 25.1, *Change Order Process*, Section 25.2, *Change Order Condition*s, and Section 25.3, *Change Order Membership*, are hereby amended as follows:

Section 25.1 Change Order Process

A ~~c~~Change ~~o~~Order shall be in written form for any and all changes in the contract's time, conditions or compensation. This written change shall be submitted to the Change Order Committee.

A. Exception 1 – A Field Order, which is a written and limited change order that is issued under the Contract Allowance provision OR OWNER (CITY) AND CONTRACTOR CONTINGENCIES, does not require Change Order Committee action.

Staff shall have the following field order authorities:

Project Manager – CHANGE BY AN AMOUNT UP TO $10,000 and UP TO AND THROUGH 10 calendar days.
Section Head – CHANGE BY AN AMOUNT UP TO $25,000 and UP TO AND THROUGH 30 calendar days.
Division Head – CHANGE BY AN AMOUNT UP TO THE full ~~contact~~ CONTRACT allowance amount and UP TO AND THROUGH 60 calendar days.

Field Orders that exceed $100,000 or 60 calendar days require the Change Order Committee to approve the field order. The Change Order Committee can approve extensions with a "no time limit" cap, if it is a no cost change.

B. Exception 2 – A Task Order, which is a written and limited order for a scope of work and is issued under the "On-Call" Consultant Contract, does not require Change Order Committee action.

Staff shall have the following Task ~~o~~Order authorities:
Project Manager – CHANGE BY AN AMOUNT UP TO $10,000 and UP TO AND THROUGH 10 calendar days.
Section Head – CHANGE BY AN AMOUNT UP TO $25,000 and UP TO AND THROUGH 60 calendar days.
Division Head - ~~Contact allowance,~~ CHANGE BY AN AMOUNT up to $100,000 and UP TO AND THROUGH 120 calendar days.

Task Orders that exceed $100,000 or 120 calendar days require the Change Order Committee to approve the task order. The Change Order Committee can approve extensions with a "no time limit" cap, if it is a no cost change.

C~~D~~. Change Orders that increase the total expenditure commitment from the informal to formal procurement limit are subject to approval through the formal contract award process as required in Section 26~~.1 "Notice Of Intent To Award"~~ "AWARD OF CONTRACT".

D~~E~~. THE CITY MANAGER MAY BE GIVEN ~~No c~~Change ~~o~~Order~~(s)~~ AUTHORITY IN AN AMOUNT APPROVED BY COUNCIL A TIME OF CONTRACT AWARD. ONCE THAT AUTHORITY IS EXPENDED, OR IF CHANGE ORDER AUTHORITY IS NOT APPROVED, THEN ANY CHANGE ORDER THAT MEETS OR EXCEEDS $50,000, WHETHER INDIVIDUALLY OR IN THE AGGREGATE WITH OTHER CHANGE ORDERS APPROVED FOR THE CONTRACT, SHALL BE SENT TO COUNCIL FOR FINAL APPROVAL WITH A RECOMMENDATION FROM THE CHANGE ORDER COMMITTEE. ~~shall exceed 25% of the original contract amount of a professional services contract, 15% of the original contract amount of a construction project, 25% of the original contract amount for all other types of contracts OR $50,000; whichever is greater without Council approval.~~

E~~C~~. A Contractor may proceed with approved work only upon receipt of a fully executed Change Order and direction of the Purchasing Agent or Project Manager. Due to extenuating circumstances, confirming Change Orders are allowed upon PROJECT MANAGER'S AND Director'S ~~and Project Manager~~ approval.

F. The City's Project Manager shall be responsible for routing of the Change Order form and obtaining Contractor approval. One (1) original of the completed and approved Change Order(s) shall be included in the contract file maintained by the Purchasing Agent. Copies shall be sent to Purchasing immediately after all applicable reviews and approval.

G. FOR CONTRACT DOCUMENTATION PURPOSES, A copy of any Change Order shall be sent to the Purchasing Office for inclusion in the procurement file. ~~When applicable, a~~A memo citing the original Purchase Order number shall be attached to the Change Order to authorize increase/decrease to the encumbrance ON THE PURCHASE ORDER by the amount needed to make the new contractual commitment.

Section 25.2 Change Order ~~Conditions~~THRESHOLDS

A. Contract Allowance - Contract allowances (CA) SHALL ONLY BE INCLUDED FOR DESIGN/BID/BUILD CONSTRUCTION PROJECT DELIVERY METHODS THAT UTILIZE A FORMAL SOLICITATION, INVOLVING DESIGN AND CONSTRUCTION CONTRACTS FOR RECOMMENDATION OF AWARD BY CITY COUNCIL. CA of UP TO 5%, 7.5% or 10%, SHALL BE BASED ON THE CONTRACT AMOUNTS REFERENCED BELOW, AND ~~will~~ MAY be added to all DESIGN/BID/BUILD design and construction contracts~~. The allowance is~~ based on the engineer's estimate OR THE RESPONDENT'S BID, WHICHEVER IS LOWEST~~. and will be included in design contracts for recommendation of award by City Council. The allowance will also be included in the bid for construction contracts for recommendation of award by City Council.~~

Contract amount*	Contract Allowance
~~o~~Over $1,000,000 in value	~~allowance of~~ UP TO 5%
~~f~~From ~~$999,999.99 to~~ $250,000 TO $1,000,000	~~allowance of~~ UP TO 7.5%
BELOW ~~from~~ $250,000~~249,999.99 or lower~~	~~allowance of~~ UP TO 10%

B. Administrative Change ORDERS – ADMINISTRATIVE CHANGE ORDERS (ACO) MAY ONLY BE INCLUDED FOR DESIGN/BID/BUILD CONSTRUCTION PROJECT DELIVERY METHODS THAT UTILIZE A FORMAL SOLICITATION, INVOLVING DESIGN AND CONSTRUCTION CONTRACTS FOR RECOMMENDATION OF AWARD BY CITY COUNCIL. CONSTRUCTION MANAGER AT RISK AND DESIGN/BUILD CONSTRUCTION PROJECT DELIVERY METHOD CONTRACTS SHALL NOT INCLUDE AN ACO. THE USE OF ACO IS APPLICABLE WHEN A COUNCIL-APPROVED CA DOLLAR AMOUNT HAS BEEN FULLY EXPENDED AND ADDITIONAL FUNDS ARE NECESSARY TO COVER UNANTICIPATED CHANGE ORDERS.~~A ten-percent (10%) Administrative Change Order (ACO) amount may be included in all design and construction contracts to be considered by the City Council.~~ WHEN ACOS ARE DEEMED APPROPRIATE, ~~T~~The ACO ~~amount is~~PERCENTAGE CAN BE UP TO 10% of the total contract less the Contract Allowance amount. The ACO shall not exceed $500,000.

~~Administrative Authorization~~

~~Contract Amount~~	~~Allowance~~	~~Administrative CO.~~	~~Total~~	~~Total Percentage~~
~~$12,000,000~~	~~$600,000~~	~~$500,000~~	~~$1,100,000~~	~~9.2%~~
~~5,000,000~~	~~250,000~~	~~500,000~~	~~750,000~~	~~15.0%~~
~~1,000,000~~	~~50,000~~	~~100,000~~	~~150,000~~	~~15.0%~~
~~500,000~~	~~37,500~~	~~50,000~~	~~87,500~~	~~17.5%~~
~~100,000~~	~~10,000~~	~~10,000~~	~~20,000~~	~~20.0%~~

~~Task order – These are authorized scopes of engineering/design work issued to consultants who have approved on-call contracts with the City.~~

C. OWNER'S AND CONTRACTOR'S CONTINGENCIES – THE USE OF AN OWNER'S (CITY) AND CONTRACTOR'S CONTINGENCY SHALL ONLY BE ALLOWED FOR CONSTRUCTION MANAGER AT RISK AND DESIGN/BUILD CONTRACTS. THESE CONTINGENCIES ARE NEGOTIATED DURING THIS PROCUREMENT PROCESS.

D. JUSTIFICATION DOCUMENTATION – IF A CONTRACT ALLOWANCE, ADMINISTRATIVE CHANGE ORDERS, OR OWNER (CITY) AND CONTRACTOR CONTINGENCY IS RECOMMENDED FOR A CONSTRUCTION PROJECT, THE PROJECT MANAGER SHALL COMPLETE A "CA/ACO/CONTINGENCY JUSTIFICATION FORM" FOR REVIEW AND APPROVAL BY THE SECTION OR DIVISION HEAD. THE FORM SHALL INCLUDE DETAILS TO WHY THE RECOMMENDATION IS BEING MADE INCLUDING ESTIMATED COST FOR EACH REQUEST. THIS FORM SHALL BE ATTACHED TO THE STAFF SUMMARY FOR COUNCIL REVIEW.

E. SUMMARY OF CHANGE ORDER THRESHOLDS – THE FOLLOWING MATRIX ILLUSTRATES THE USE OF CONTRACT ALLOWANCE, ADMINISTRATIVE CHANGE ORDERS, AND OWNER (CITY) AND CONTRACTOR CONTINGENCY AND WHICH OF THE CONSTRUCTION PROJECT DELIVERY METHODS EACH OF THESE ARE APPLICABLE TO:

TYPE OF CONSTRUCTION PROJECT DELIVERY METHOD	**CONTRACT ALLOWANCE**	**CHANGE ORDER AUTHORITY (*)**	**OWNER CONTINGENCY**	**CONTRACTOR CONTINGENCY**
DESIGN/BID/BUILD: FORMAL SOLICITATIONS	PERCENTAGE BASED ON CONTRACT AMOUNT, WITH JUSTIFICATION	UP TO 10%, WITH JUSTIFICATION	NOT ALLOWED	NOT ALLOWED
CMAR: REQUEST FOR STATEMENTS OF QUALIFICATIONS	NOT ALLOWED	NOT ALLOWED	NEGOTIATED	NEGOTIATED
DESIGN/BUILD: REQUEST FOR STATEMENTS OF QUALIFICATIONS	NOT ALLOWED	NOT ALLOWED	NEGOTIATED	NEGOTIATED

*NOT TO EXCEED $500,000

Section 25.3 Change Order COMMITTEE ~~Membership~~

The Change Order Committee Members will consist of the following:

1. Public Works Director or designee
2. ~~Utilities~~ WATER SERVICES Director or designee
3. City Attorney or designee
4. City Engineer or designee
5. Purchasing Director or ~~Purchasing Agent~~ DESIGNEE

THREE COMMITTEE MEMBERS MUST BE PRESENT FOR THE MEETING TO OCCUR. SIGNATURES OF ABSENT COMMITTEE MEMBERS MAY BE OBTAINED AT A LATER TIME.

A. The City Manager shall designate a Chair who shall preside over all the meetings, establish agendas, and distribute meeting minutes. THE CHANGE ORDER COMMITTEE MEETINGS ARE OPEN TO THE PUBLIC, BUT ARE NOT FORMAL PUBLIC MEETINGS FOR OPEN MEETING LAW PURPOSES.

B. The Change Order Committee WILL meet~~s~~ as necessary ~~on Thursdays (as necessary) at 7:15 a.m. (during summer work hours) and 8:15 a.m. (during winter work hours)~~AT A TIME AGREED UPON BY THE MEMBERS in the Council Conference Room, OR OTHER LOCATION IDENTIFIED IN THE AGENDA.

C. An electronic copy of all ~~c~~Change ~~o~~Orders SHOULD be submitted to the Committee Chair~~person~~ by noon on Monday to be scheduled for the following Thursday's meeting. HOWEVER, URGENT REQUESTS MAY BE BROUGHT BEFORE THE CHANGE ORDER COMMITTEE AS WALK-ON ITEMS.

D. Three original ~~c~~Change ~~o~~Orders, signed by the Project Manager and Department Head shall be given to the Committee Chair~~person~~ after the ~~c~~Change ~~o~~Order has been approved. The Committee Chair~~person~~ will obtain all other necessary signatures including the contractor or consultant and distribute copies to the Project Manager.

SECTION 3. Effective Date.

This resolution, and the amended Procurement Code Manual established herein, shall become effective 30 days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of April, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



PROCUREMENT CODE MANUAL

CITY OF FLAGSTAFF
PURCHASING SECTION

CITY OF FLAGSTAFF
211 W. ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

Council Approved and Adopted
July 16, 2013

Council Approved Revisions: ***June 2, 2015***
May 1, 2018

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ARTICLE 1 PURPOSE; DIRECTOR AUTHORITY AND DUTIES; DELEGATION

A. Purpose.

The City operates as a centralized Purchasing Section under the supervision of a Purchasing Director ("Director"), which shall have for its purpose the purchase of materials, services, and construction for the City and shall:

1. Establish efficient procurement, inventory and disposition of surplus personal property procedures;

2. Purchase all materials, services, and construction for the City at the lowest possible cost commensurate with quality needed;

3. Exercise positive financial control over purchases;

4. Clearly define authority for the purchasing function and the City's Purchasing Code of Ethics;

5. Assure the quality of purchases; and

6. Provide procurement assistance to all City Departments and Divisions;

B. Director Authority and Duties.

The Director shall:

1. Except as otherwise provided in this Procurement Code Manual, the Director shall establish rules consistent with this Procurement Code Manual, governing the procurement of all materials, services and construction to be procured by the City. Rules and procedures for the procurement of construction and professional design services, shall also be consistent with Arizona Revised Statutes, (A.R.S.) Title 34, Public Buildings and Improvements.

2. Except as otherwise provided in this Procurement Code Manual, procure all materials, services and construction required by any Department or Division of the City in accordance with the provisions of this Procurement Code Manual and such procurement rules as may be established pursuant to this Procurement Code Manual.

3. Establish rules and procedures for the management of inventories of material and surplus personal property belonging to the City.

4. Sell, trade or otherwise dispose of surplus personal property belonging to the City in compliance with requirements of the City Charter.

5. Establish and maintain programs for the inspection, testing and acceptance of materials, services and construction.

6. Discourage collusive and restrictive bidding and endeavor to obtain as fair and open competition as possible on all purchases.

7. Prepare and recommend to the City Council revisions and amendments to this Procurement Code Manual.

8. Keep informed of current developments in the field of purchasing, prices, market conditions and new products.

9. Prescribe and maintain such procedures as necessary for the operation of the centralized procurement function.

10. Maintain a Bidder's list, material, service and construction references and all records needed for the efficient operations of the centralized purchasing function.

C. Delegation of Authority.

The Director hereby delegates the powers and duties of the Director authorized by this Procurement Code Manual to the Purchasing Section Staff.

ARTICLE 2 APPLICABILITY

A. The provisions of this Procurement Code Manual apply only to procurements initiated after its effective date. The City Attorney's office, in consultation with the Director, shall interpret the provisions the provisions of this code in the event of any ambiguity.

B. The provisions of this Procurement Code Manual are applicable to every purchase of materials, services and construction with public monies, including federal grants, and federal assistance monies except as otherwise provided in this section. Nothing in this Procurement Code Manual shall supersede the **Flagstaff City Charter**, or the terms and conditions of any grant, gift or bequest accepted by the City Council. If the procurement involves the expenditure of grants, federal assistance or contract monies or is subject to state law, the director shall comply with federal and state law and authorized regulations which are mandatorily applicable and which may not be reflected in this Procurement Code Manual.

C. Contracts for construction, as defined in Article 12, and contracts for the services of architects or engineers to be used in connection with construction contracts shall be governed by the provisions of A.R.S. Title 34, Public Buildings and Improvements. Procedures and other provisions of this Procurement Code Manual, and rules established pursuant thereto, shall apply to such contracts only to the extent such Procurement Code Manual provisions, procedures and rules are not inconsistent with A.R.S. Title 34, Public Buildings and Improvements.

D. Professional services, such as appraisals, title searches/reports and policies, used in support of Real Property Transactions, are subject to all applicable Sections of this Procurement Code Manual.

E. The following contracts are not subject to this Procurement Code Manual:

1. Intergovernmental agreements;

2. Agreements negotiated by the Risk Management Manager or the City Attorney for the settlement of litigation or threatened litigation; and

3. Easement Agreements or Right of Entry Agreements.

ARTICLE 3 SUPPLEMENTARY GENERAL PRINCIPLES OF LAW

Nothing in this Procurement Code Manual shall supersede Article VIII, “Contracts”, Sections 1 through 10, of the Flagstaff City Charter.

ARTICLE 4 DEFINITIONS

The words defined in this section shall have the meanings set forth below whenever they appear in this Procurement Code Manual, unless the context in which they are used clearly requires a different meaning or a different definition is prescribed for a particular provision.

Addendum means any formal notification of any revision to pertinent information contained in either an informal or formal solicitation.

Advantageous means in the best interest of the City.

Affiliate means any person whose governing instruments require it to be bound by the decision of another person or whose governing board includes enough voting representatives of the other person to cause or prevent action, whether or not the power is exercised. It may also include persons doing business under a variety of names, or where there is a parent-subsidiary relationship between persons.

Alternative Project Delivery Methods means construction related projects that utilize Construction-Manager-At-Risk, Design-Build or Job-Order-Contracting, instead of the traditional Design-Bid-Build method of construction project delivery.

Authorized Purchase means any purchase that has been requisitioned and that has gone through the appropriate approval processes.

Best and Final Offer means a formal process, conducted by the Purchasing Agent as the last phase of a Request for Proposals process after formal discussions and/or Proposer presentations are conducted.

Best Interests of the City means advantageous to the City.

Brand Name or Approved Alternate Specification means a specification that uses one (1) or more manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other characteristics needed to meet City requirements, and that provides for the submission of equivalent products.

Brand Name Specification means a specification limited to one (1) or more items by manufacturers’ name or catalogue numbers.

Business means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.

Capital Improvements means construction related projects involving the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any public real property.

Change Order means a written order, approved by the City's Change Order Committee and signed by an authorized agent of the City, which directs the contractor or the City, to make changes that are authorized by the change order clause of the original contract.

Construction means the process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. Construction does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings or real property.

Construction Manager means a person who provides management and/or technical services required to implement a capital project pursuant to the project guidelines.

Construction-Manager-At-Risk (CMAR) means a project delivery method in which:

A. There is a separate contract for design services and a separate contract for construction services.

B. The contract for construction services may be entered into at the same time as the contract for design or at a later time.

C. Design and construction of the project may be in sequential phases or concurrent phases.

D. Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

Contract means all types of City agreements, regardless of what they may be called, for the procurement of materials, services, or construction or the disposition of personal property.

Contract Modification means any written alteration in the terms and conditions of any contract accomplished by mutual action of the parties to the contract.

Contractor means any person who has a contract with the City.

Cost Data means information concerning the actual or estimated cost of labor, material, overhead, and other cost elements that have been actually incurred or that are expected to be incurred by the contractor in performing the contract.

Data means documented information, regardless of form or characteristic.

Days mean calendar days unless otherwise specified.

Debarment means an action taken by the director, under the provisions of this Procurement Code Manual, to prohibit a person from participating in City procurements for three (3) years.

Department/Division means an organizational work unit as defined by the City of Flagstaff Organization Chart.

Designee means a duly authorized representative of a person holding a superior position.

Design-Build **(DB)** means a project delivery method in which:

A. There is a single contract for design services and construction services.

B. Design and construction of the project may be in sequential phases or concurrent phases.

C. Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

Design-Bid-Build **(DBB)** means a project delivery method in which:

A. There is a sequential award of two separate contracts.

B. The first contract is for design services.

C. The second contract is for construction.

D. Design and construction of the project are in sequential phases.

E. Finance services, maintenance services and operations services are not included.

Director means the Director of the Purchasing Section or designee.

Employee means an individual drawing a salary through the payroll process of the City whether elected or not.

End User means any City employee who will actually be using the material or service being requested.

Field **Order** means a paperless purchase order number given out by the Purchasing Section for Immediate, necessary, purchases, under one thousand dollars ($1,000), by City staff who are in need of various materials needed to repair fixtures or equipment.

Interested Party means an actual or prospective Bidder or Proposer whose economic interest may be affected substantially and directly by the issuance of a solicitation, the award of a contract or by the failure to award a contract. Whether an actual or prospective Bidder or Proposer has an economic interest will depend upon the circumstances of each case.

Invitation for Bids (IFB) means all documents, whether attached or incorporated by reference, which are used for soliciting formal bids in accordance with the procedures prescribed in this Procurement Code Manuals.

Invitation To Submit Technical Offers means all documents, whether attached or incorporated by reference, which are used for soliciting unpriced technical offers to assist in the evaluation of market place technology to determine what specific technology would be considered to be the most advantageous to the City to be specified in a subsequent competitive solicitation.

Job-Order-Contracting **(JOC)** means a project delivery method in which:

A. The contract is a requirements contract for indefinite quantities of construction.

B. The construction to be performed is specified in job orders issued during the contract.

C. Finance services, maintenance services, operations services, preconstruction services, design services related services may be included.

Life Cycle Cost Assessment (LCCA) means the comprehensive accounting of the total cost of ownership, including initial costs, energy, and operational costs, longevity and efficacy of service and disposal costs.

Local Vendor means any individual or company, with a valid business license, issued by the City of Flagstaff and a business location within the City limits of Flagstaff, for a period of six months.

Materials means all personal property, including equipment, supplies, printing and insurance.

May shall be construed as being permissive.

Multi-Step Sealed Bidding means a two-phase process consisting of a technical first phase composed of one (1) or more steps in which Bidders submit un-priced technical offers to be evaluated by the City and a second phase in which those Bidders whose technical offers are determined to be acceptable during the first phase have their priced bid considered.

Person shall include the state, the county, a political subdivision of the state, other governmental entity, a corporation, firm, partnership, limited liability company, association, organization, and any other group acting as a unit, as well as an individual. It includes a trustee, receiver or similar representative.

Price Data means information concerning prices, including profit, for materials, services or construction items substantially similar to those being procured under a contract or subcontract. In this definition, "prices" refers to offered or proposed selling prices, historical selling prices, or current selling prices of the items being purchased.

Private Development means commercial or residential development by the private sector.

Procurement means buying, purchasing, renting, leasing or otherwise acquiring any materials, services and construction. Procurement also includes all functions that pertain to the acquisition of any materials, services or construction including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Procurement Code Manual means this Procurement Code Manual, outlining various procurement functions, as approved and adopted by the Flagstaff City Council.

Professional Services means those services requiring special knowledge, education or skill and where the qualifications of persons rendering the services are of primary importance. shall include, but not be limited to, appraisers, attorneys, architects, engineers, surveyors, accountants, psychologists, physicians, and other health professionals.

Project Manager means a person who provides management and/or technical services required to implement a capital project pursuant to the project guidelines.

Proprietary Specification means a specification that describes a material made and marketed by a person having the exclusive right to manufacture and sell such material and excludes other material with similar quality, performance or functional characteristics from being responsive to the solicitation.

Purchasing Agent means the Director, Purchasing Manager, Senior Procurement Specialist, Buyers, or any member of the Purchasing Staff authorized by the Director to commit the City to a purchase and manage, supervise, and monitor the execution of the terms and conditions of a contract.

Purchase Description means the words used in a solicitation to describe the materials, services or construction for purchase and includes specifications attached to, or made a part of, the solicitation.

Purchase Requisition means a formal request for a material, service or construction and electronically submitted through the City's financial software system and processed into a formal purchase order.

Qualified Products List means an approved list of materials, services or construction items described by model or catalogue numbers, that, prior to competitive solicitation, the City has determined will meet the applicable specification requirements.

Recycled Content Product means a product containing a minimum of thirty-five percent (35%) recycled materials except in those cases where the US EPA has adopted procurement guidelines under the Resource Conservation Recovery Act of 1976.

Recyclable Product means a product or package made from a material for which curbside or drop-off collection systems are in place for a majority of City residents or businesses; to divert from City solid waste for use as a raw material in the manufacture of another product or the reuse of the same product.

Request for Information means all documents, whether attached or incorporated by reference, which are used for soliciting unpriced information regarding a specific product or service for evaluation to determine what specifications or scope of work would be considered to be the most advantageous to the City to be specified in a subsequent competitive solicitation.

Request for Proposals (RFP) means all documents, whether attached or incorporated by reference, which are used for soliciting formal proposals in accordance with procedures prescribed in this Procurement Code Manual.

Request for Statements of Qualifications (RSOQ) means all documents, whether attached or incorporated by reference, which are used for soliciting formal statements of qualifications in accordance with procedures prescribed in this Procurement Code Manual.

Requisitioner means any staff member, working for the City of Flagstaff, who has a request for either a material, service or construction and electronically submits a purchase requisition through the City's financial software system.

Responsible Bidder or Proposer means a person who has the capability, skills and experience to perform the contract requirements and the integrity and reliability which will assure good faith performance.

Responsive Bidder or Proposer means a person who submits a bid which conforms in all material respects to the invitation for bids or request for proposals.

Reusable Product A product that can be used several times for an intended end use before being discarded.

***Service*s** means the furnishing of labor, time or effort by an independent contractor which does not involve the delivery of a specific end product other than required reports and performance.

Shall The word "shall" shall be construed as being mandatory.

Solicitation means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations, or any other invitation or request by which the City invites a person to participate in a procurement.

Specification means any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing, or preparing a material, service or construction item for delivery.

Surplus Property means any supplies, materials and equipment owned by the City, that no longer has any use to the City. This includes obsolete materials, scrap materials, and supplies, materials and equipment that have completed their useful life cycle.

Suspension means an action taken by the director temporarily disqualifying a person from participating in City procurements for six (6) months.

Sustainably Preferable Product means a product that has a reduced negative effect or increased positive effect on human health and the environment when compared with competing products that serve the same purpose. This term includes, but is not limited to, recyclable products, recycled products and reusable products.

Sustainable Product means a product that achieves performance objectives while respecting the City's values and balancing environmental stewardship, fiscal responsibility, social equity, and community enhancement.

Sustainable Purchasing means purchasing materials, products, and labor in a manner that reflects fiscal responsibility, social equity, environmental stewardship and community enhancement.

Task Order means a written form used in a process associated with On-Call contracts in which a task order form is submitted to initiate professional Architectural, Engineering, Surveying, Landscape Architecture and Geotechnical services from those firms who have been awarded an On-Call contract.

Technical Offer means unpriced written information from a prospective contractor stating the manner in which the prospective contractor intends to perform certain work, its qualifications, and its terms and conditions.

Quotation means a verbal or written commitment to supply materials, services or construction at a stated price and terms.

Request for Quotation (RFQ) means all documents, whether attached or incorporated by reference, which are used for soliciting quotations in accordance with procedures prescribed in the informal procurement process.

ARTICLE 5 UNAUTHORIZED PURCHASE

A. Any purchase made that does not follow any of the applicable processes under the provisions of this Article, is considered an unauthorized purchase.

B. All purchases will be made in accordance with this Procurement Code Manual. The following steps shall be included in the procurement process:

1. Electronic submission of a properly completed purchase requisition;

2. Verification by the requestor that funds are available;

3. The purchase requisition has gone through all other established approval processes;

4. All requisitions for materials, services and construction that are **below fifty thousand dollars ($50,000)** shall be subject to an informal competitive solicitation process under the provisions of Article 7(A); except as provided in Article 2 “Applicability”, Article 18 “Sole Source”, Article 19 “Emergency Purchase” and Article 20, “Procurements From Solicitations By Other Governmental Entities”;

5. All requisitions for materials, services and construction **at fifty thousand dollars ($50,000) and higher**, shall be subject to a formal competitive solicitation process under the provisions of Article 7(B) and any contract award shall be approved by City Council; except as provided in Article 2 “Applicability”, Article 18 “Sole Source”, Article 19 “Emergency Purchase”; and Article 20, “Procurements From Solicitations By Other Governmental Agencies”; and

6. All purchases for materials, services and construction shall have a properly executed purchase order and a contract, if a contract is deemed necessary, given the particular purchase, to be processed by the Purchasing Section.

C. An employee making a purchase not in conformance with this Procurement Code Manual, adopted rules and established procedures may be subject to:

1. Verbal consultation with individual;

2. Written reprimand with individual;

3. Revocation of purchasing rights; or

4. Other corrective action, as deemed appropriate

D. Any unauthorized purchase shall be reported to the appropriate Division or Department Head.

ARTICLE 6 DETERMINATIONS

Written determinations, if required by this Procurement Code Manual, shall be retained in the appropriate official record file of the Purchasing Section.

A. Determinations shall fully specify reasons.

B. The Director may specify the format for Determinations.

ARTICLE 7 INFORMAL AND FORMAL PROCUREMENT LIMITS; QUOTE FILE REQUIREMENTS

A. ***Informal Procurement Limit***. Procurement of a material, service or construction **less than fifty thousand dollars ($50,000.00)**, shall be made by informal procedures in accordance with the provisions of Section 7.1 of this Procurement Code Manual and any applicable federal and state laws, rules and regulations except as provided in Article 2, "Applicability"; Article 18, "Sole Source"; Article 19, "Emergency Purchases"; Article 20, "Procurements From Solicitations By Other Governmental Entities". Procurements **less than fifty thousand dollars ($50,000.00)**, may be made utilizing a formal procurement process if deemed by the Director to be in the best interest of the City. Procurements **less than fifty thousand dollars ($50,000.00)**, are not required to be approved and awarded by City Council.

B. ***Formal Procurement Limit***. Procurement of a material, service or construction **of fifty thousand dollars ($50,000.00) and higher**, shall be made by formal procedures in accordance with the City Charter and provisions of Article 9 of this Procurement Code Manual and any applicable federal and state laws, rules and regulations, except as provided in Article 2, "Applicability"; Article 18, "Sole Source"; Article 19, "Emergency Purchases". Procurements **of fifty thousand dollars ($50,000.00) and higher**, are required to be approved and awarded by City Council.

Section 7.1 Informal Procurement Process

A. Informal Procurement Process.

Any procurement, established in Article 7(A) shall be made in accordance with established Procurement Code Manual procedures. Determination as to the use of informal or formal process shall be based on the cost of the item(s), including all taxes, fees, freight, installation and any other miscellaneous costs. The procurement shall be made with such competition as is outlined in B, C and D under this Section. Procurement requirements shall not be artificially divided or fragmented to circumvent the purchasing process under this section or the procedures required by Article 9, "Formal Procurement Process." This section shall not be construed to permit informal purchasing if there is a City Charter or ordinance provision or a Federal or State law, regulation or rule to the contrary.

B. **PURCHASES AT FIVE THOUSAND DOLLARS ($5,000) OR LESS**

1. For purchases **at or less than five thousand dollars ($5,000)**, the Purchasing Agent or requesting Division or Section may direct select the vendor of choice for the purchase of any materials, services or construction requested. Reasonable good faith efforts shall be made to purchase from a Local Vendor by utilizing our local Vendor list as a first resource, provided the vendor is offering competitive pricing for the materials, services, or construction requested.

2. Any procurement that is federally funded, in whole or in part, shall utilize the micro-purchase threshold set by the Federal Acquisition Regulation without soliciting competitive quotations for purchases at or less than $3,500.

C. **PURCHASES AT FIVE THOUSAND AND ONE DOLLARS ($5,001) UP TO FIFTEEN THOUSAND DOLLARS ($15,000).**

For purchases **at five thousand and one dollars ($5,001) and up to fifteen thousand dollars ($15,000)**, the Purchasing Agent or requesting Department shall solicit, verbal quotations for the purchase of materials, services or construction from, at minimum three (3) Bidders or Proposers, as determined to be the most advantageous under the immediate circumstances, except as provided in Article 2, "Applicability"; Article 18, "Sole Source"; Article 19, "Emergency Purchases"; Article 20, "Procurements From Solicitations By Other Governmental Entities". Reasonable good faith efforts shall be made to solicit quotes from Local Vendors by utilizing our local Vendor list as a first resource. Verbal quotations obtained shall be documented in the procurement file.

D. **PURCHASES AT FIFTEEN THOUSAND AND ONE DOLLARS ($15,001) UP TO FORTY NINE THOUSAND NINE HUNDRED AND NINETY NINE DOLLARS ($49,999).**

For purchases **at fifteen thousand and one dollars ($15,001) and up to forty nine thousand nine hundred and ninety nine dollars ($49,999)**, shall be made in accordance with the following procedures:

1. A Purchasing Agent or requesting Department shall solicit at least three (3) Bidders or Proposers to submit written or faxed quotations or proposals on vendor's letterhead or by e-mail. Whenever practicable, the City's standard Request for Quotations (RFQ) or Request for Proposals (RFP) document shall be utilized in an effort to obtain written quotes. The City Attorney's Office shall review the RFQ and RFP prior to issuance, if a contract is required for the procurement. Written quotations obtained shall be documented in the procurement file.

2. The Purchasing Agent may solicit quotations or Proposals from all vendors on the Bidder's list, but at minimum, shall solicit quotations or Proposals from Local Vendors by utilizing our local vendor list as a first resource and those Bidders or Proposers who have specifically requested an opportunity to submit a quotation or Proposal for the specific material, service or construction being requested at that time.

3. Award shall be made to the lowest responsive and responsible Bidder or highest scoring responsive and responsible Proposer submitting a responsive quotation or proposal. The amount of an applicable City Transaction Privilege or Use Tax shall

not be a factor in determining the lowest Bidder if a competing Bidder, who is located outside the City, is not subject to an equal tax rate.

4. Whenever required by the Purchasing Agent, Bidders or Proposers shall submit quotes or proposals on the form issued with the Request for Quotation or Proposal, and the quotes shall be recorded and placed in the procurement file.

5. If only one responsive and responsible quotation or proposal is received, a statement shall be included in the procurement file explaining the basis for determining that the price and/or proposal is fair and reasonable. Time permitting, the Purchasing Agent may initiate a second solicitation to include the vendor who provided the only response initially.

6. Whenever practicable, Article 27, "Specification Guidelines" shall be used in the development of specifications for a Request for Quotation or Proposal.

7. Written quotations or proposals transmitted via facsimile machine or e-mail shall be permitted provided the quotation or proposal bears the signature of an authorized agent of the Bidder or Proposer submitting the quotation or proposal.

    a. Quotations or proposals qualified in any manner are subject to rejection in whole or in part.

    b. Alternate quotations or proposals shall be considered unless specifically stated otherwise in the Request for Quotation.

    c. In the event of a discrepancy between the unit price and the extension price, the unit price shall govern.

    d. In the event of tied quotes, the tie shall be broken according to the following, determined by the Director :

        1. Best and final Offer when determined by the Director to be applicable; or

        2. Drawing lots.

    e. The City reserves the right to reject all quotations and seek new quotations with a new Request for Quotation.

8. In the evaluation of a response, preference will not be given to a respondent on the sole basis that the respondent is a flagstaff business or entity.

These procedures do not supersede Article 2, "Applicability"; Article 18, "Sole Source"; Article 19, "Emergency Purchases"; Article 20, "Procurements From Solicitations By Other Governmental Entities".

Section 7.2 Vendor List

A. Any vendor who would like to be on the City's vendor list must register with the City's Purchasing Section by completing a vendor application. The vendor application can be

found on the City's website by clicking on City Hall/Department/Purchasing/Vendor Registration/Vendor Application.

B. Once a vendor's application has been received and approved, the vendor will be assigned a vendor number and placed on the vendor list that will reference the products and/or services they provide.

C. Vendors are encouraged to sign up for electronic bid notifications by clicking on a link "New Bid Notifications", which is where vendors subscribe to be set up to receive automatic bid notifications.

Section 7.3 ***Vendor Awards***

Contract award information is posted to the City's website and can be viewed by clicking on City Hall/Department/Purchasing/Bid Tabulation.

Section 7.4 Quote File Requirements

A. Verbal and written quote files shall be set up, within the Purchasing Section, to retain for record keeping purposes.

B. Verbal quote files shall be set up by the Purchasing Section for each purchase **over five thousand dollars ($5,000) and up to fifteen thousand dollars ($15,000)**.

C. Written quote files shall be set up by the Purchasing Section for each purchase **over fifteen thousand dollars ($15,000) and up to forty nine thousand nine hundred and ninety nine dollars ($49,999)**.

ARTICLE 8 AVAILABLE FUNDS

Unencumbered funds to cover the entire purchase must be available in the appropriate account of the Operating Budget or other appropriate fund against which the purchase is to be charged prior to the commitment to purchase except multi-year contracts, in which case only funds for the first year of the contract need be appropriated.

Section 8.1 Available Funds Identification

A. Solicitations pursuant to the formal bidding process may not be issued when using un-designated funds, contingency funds, or funds transferred between departments unless approved in writing by the Director of Management Services or appointed designee.

B. Solicitations pursuant to Article 9, "Formal Procurement Process", shall not be issued prior to the appropriate approval for use of certain funds requiring budget transfers to or from capital and salary accounts.

C. Solicitations pursuant to Article 9, "Formal Procurement Process", shall not be issued prior to the acceptance by the City Council of any grant funds, unless approved in writing by the Director of Management Services or appointed designee.

D. Requestors are responsible for verifying available funds prior to submitting a purchase requisition and shall enter an electronic purchase requisition prior to requesting the issuance of a formal solicitation.

Section 8.2 Petty Cash (Reserved)

Section 8.3 Procurement Cards (Reserved)

ARTICLE 9 FORMAL PROCUREMENT PROCESS

Except as otherwise provided in this Procurement Code Manual, a procurement which exceeds the formal procurement limit specified in Article 7(B), "Formal Procurement Limit", shall be made in accordance with either Article 10, "Formal Procurement Process—Invitation for Bids", Article 11, "Formal Procurement Process—Request for Proposals" or Article 12, "Formal Procurement Process—Professional Design Services, Capital Improvements/Construction and Construction Services".

ARTICLE 10 FORMAL PROCUREMENT PROCESS--INVITATION FOR BIDS

The formal procurement process using an Invitation for Bids is typically used for the purchase of materials and capital improvements/construction projects, where the specifications and/or scope are definitively defined and the price is the determining factor in the award of a contract. The Invitation for Bids document shall include specifications and/or scope of work, and all terms and conditions applicable to the procurement. The contract's inception is with the Invitation for Bids document that outlines all of the terms and conditions as the contractual language and incorporates the successful Bidder's bid submittal, which is adopted by reference. The Invitation for Bids document contains an Offer and Contract Award form that is signed by both the successful Bidder and the Purchasing Agent, which consummates the contract award.

Section 10.1 Invitation for Bids Determination

The Purchasing Agent shall determine if the Invitation for Bids process is applicable for the selection of the material, service or construction with an estimated expenditure exceeding the formal bid limit.

Section 10.2 Request for Issuance of an Invitation for Bids

A. The Requisitioner or "End-user" shall electronically submit a requisition referencing the cost estimate or approved budget for the requested material, service or construction.

B. The Purchasing Agent shall obtain a bid number from the Solicitation Log Book in the Purchasing Section, provide the description of the purchase or project, the Purchasing Agent assigned and determine the appropriate solicitation document and agreement to be used.

C. The Requisitioner or "End-user" shall provide the specifications and/or scope of work to the Purchasing Section to be incorporated into the bid solicitation.

D. Once the bid solicitation is complete, the Purchasing Agent shall forward to the City Attorney's office for review before issuance of the solicitation.

Section 10.3 Invitation for Bids

An Invitation for Bids shall be issued when the evaluation and selection of a vendor for award is based on the lowest, responsive and responsible Bidder. The bid document shall include a purchase description and all contractual terms and conditions applicable to the procurement.

A. An Invitation for Bids shall be issued at least **twenty one (21) days** before the closing date and time for receipt of bids, unless a shorter time is determined necessary in writing by the Purchasing Agent pursuant to a written request from the requesting Department. However, in accordance with the Flagstaff City Charter, public notice of the Invitation for Bids shall be published at least once in the official newspaper, not less than five (5) days prior to the opening of the bids.

B. Sealed Bids shall be opened publicly at the time and place designated in the Invitation for Bids. The amount of each bid, and such other relevant information as may be specified by rule, together with the name of each Bidder shall be recorded. The bids shall not be open for public inspection until after a contract is awarded, except to the extent the Bidder designates, and the Director concurs, that trade secrets or other proprietary data contained in the bid documents shall remain confidential in accordance with established rules.

C. Bids shall be unconditionally accepted without alteration or correction, except as authorized in item (D) of this section. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids as prescribed in the procurement rules. No criteria may be used in bid evaluation that are not set forth in the Invitation for Bids.

D. Correction or withdrawal of erroneous bids before or after bid opening, based on bid mistakes, may be permitted in accordance with established rules. After bid opening, no corrections in bid prices or other provisions of bids prejudicial to the best interest of the City or fair competition shall be permitted. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Director.

E. The contract shall be awarded to the lowest responsive and responsible Bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids. The amount of any applicable City of Flagstaff Transaction Privilege or Use Tax is not a factor in determining the lowest Bidder. The contract file shall contain the basis on which the award is made.

F. The multi-step sealed bidding method may be used if the Director determines, in writing, that it is not practicable to initially prepare a definitive purchase description which is suitable to permit an award based on competitive sealed bidding. An Invitation for Bids may be issued requesting the submission of technical offers to be followed by an Invitation for Bids soliciting priced offers limited to those Bidders whose offers are determined to be technically acceptable under the criteria set forth in the first solicitation.

Section 10.4 Invitation for Bids, Format, Content, Public Inspection

A. In all competitive sealed bidding procurements, the Purchasing Section shall issue the standard Invitation for Bids document established and approved by the Purchasing Section and the City Attorney's office.

B. The Invitation for Bids shall include the following:

1. Instructions and information to Bidders concerning the bid submission requirements, including the time and date set for bid opening, the address of the office where bids are to be received, the period that the bid shall remain open, and any other special information;

2. The purchase description, specifications, evaluation criteria, delivery or performance schedule, and inspection and acceptance requirements;

3. The standard contract terms and conditions, including warranty and bonding or other security requirements, as applicable;

4. If the Invitation for Bids incorporates documents by reference, the Invitation for Bids shall specify where such documents may be obtained;

5. An Invitation for Bids may require the submission of bid samples, descriptive literature, technical data and may require inspection or testing of a product before award;

6. Invitation for Bids shall require, from all Bidders, the submission of a non-collusion affidavit on a form included in the Invitation for Bids document. Failure of any Bidder to provide the non-collusion affidavit, as a part of his sealed bid, shall be grounds for disqualification of the bid; and

7. Invitation for Bids shall be advertised, at least one (1) time, in the Arizona Daily Sun and posted to the City's website.

C. Solicitations posted on the City's web site are available for downloading, as well as other means of obtaining a solicitation as follows:

1. Interested Bidders may subscribe to receive an e-mail based notification of all current solicitation opportunities;

2. Interested Bidders may pick up solicitations from the Purchasing Section during normal business hours; or

3. Interested Bidders can email the Purchasing Section and request an electronic copy of the solicitation via email.

Section 10.5 Pre-Bid Conference

A pre-bid conference may be conducted within a reasonable time before bid opening to discuss the procurement requirements and solicit comments from prospective Bidders. Pre-bid conferences may be held multiple times at the discretion of the Purchasing Agent and the end-user.

A. Pre-bid conferences are typically non-mandatory, but prospective Bidders are highly encouraged to attend. Prospective Bidders who cannot physically attend, can conference in by phone. Prospective Bidders who choose this option will need to contact the Purchasing

Agent, whose name is on the cover page of the bid document to get the phone number and conference ID number.

B. Pre-bid conferences may be mandatory if the Purchasing Agent and end-user determine that the bid specifications are too complex and would warrant mandatory attendance at the pre-bid conference to discuss and ensure that prospective Bidders fully understand the specifications outlined in the bid document. Prospective Bidders who cannot physically attend, can conference in by phone. Prospective Bidders who choose this option will need to contact the Purchasing Agent, whose name is on the cover page of the bid document to get the phone number and conference ID number.

C. Prospective Bidders who submit a bid in response to an Invitation for Bids, but did not attend a mandatory pre-bid conference (either physically or by phone) will be deemed nonresponsive and their bid shall not be considered for evaluation and award.

Section 10.6 Addendum to Invitation for Bids

A. An Addendum to an Invitation for Bids shall be issued if necessary to:

1. Make changes in the Invitation for Bids;

2. Correct defects or ambiguities;

3. Furnish to other Bidders information given to one Bidder if the information will assist the other Bidders in submitting bids, or if the lack of the information will prejudice the other Bidders; or

4. Inform Bidders of alternate materials accepted for bid.

B. An addendum to an Invitation for Bids shall be so identified and shall be posted to the City's web site and sent by the Purchasing Section to all persons who provided an "Acknowledgement of Receipt" form when practicable, depending on the number of prospective Bidders who submitted this form.

C. All addendums shall be issued at least seven (7) days prior to bid opening to allow prospective Bidders to consider them in preparing their bids, unless a shorter time is determined necessary, in writing, by the Purchasing Agent pursuant to a written request from the requesting Department. If the time and date set for bid opening do not permit sufficient time for bid preparation, the time and date for bid opening shall be extended in the addendum or, if necessary, by fax, e-mail**,** or telephone and then confirmed in the addendum.

Section 10.7 Pre-Opening Modifications or Withdrawal of Bids

A. Bidders may modify or withdraw their bid at any time before bid opening if the modification or withdrawal request is received in writing before the time and date set for bid opening in a location designated in the Invitation for Bids for receipt of bids.

B. All documents concerning a modification or withdrawal of a bid shall be retained in the appropriate procurement file.

Section 10.8 Late Bids, Late Withdrawals, and Late Modifications

A. A bid, modification or withdrawal is late and shall not be accepted if it is received at the location designated in the Invitation for Bids for receipt of bids after the time and date referenced in the solicitation document.

B. A late bid, late modification, or late withdrawal shall be rejected unless the bid, modification, or withdrawal is received before contract award at the location designated in the Invitation for Bids for receipt of bids and would have been timely received but for the action or inaction of the City.

C. Bidders submitting bids, modifications or withdrawals that are rejected as late shall be so notified as soon as practicable.

D. All documents concerning a late bid, late modification, or late withdrawal shall be retained in the appropriate procurement file.

E. All late bids shall be returned, unopened, to the vendor.

Section 10.9 Receipt, Opening, Recording of Bids, and Confidential Information

A. Each bid and modification shall be date and time-stamped upon receipt and stored unopened in a secure place, within the Purchasing Section, until the time and date set for bid opening.

B. Bids and modifications shall be opened publicly and in the presence of one or more witnesses at the time, date, and location designated in the Invitation for Bids for bid opening. The name of each Bidder, the bid price, and other information deemed appropriate shall be read aloud and recorded on a bid tabulation form. The name of the required witness shall also be recorded. All other information in a Bidder's bid package (e.g., trade secrets or other proprietary information, shall not be made available for public inspection until after a contract has been awarded, except to the extent the Bidder designates, and the Director concurs, that trade secrets or other proprietary data contained in their bid submittal shall remain confidential in accordance with established rules.

C. All bids shall be irrevocable for, a minimum of, ninety (90) days or as deemed appropriate by the Director.

D. After contract award, or at the Director's discretion, the bids shall be available for public inspection except to the extent that the withholding of information is permitted or required by law. If the Bidder designates a portion of the bid as confidential, disclosure of such portion shall be made in accordance with the following:

1. If a Bidder believes that a bid contains information that should be withheld, a statement advising the Director of this fact shall accompany the submission, and the information shall be so identified wherever it appears. The information identified by the person as confidential shall not be disclosed until the Director makes a written determination;

2. The Director shall review the statement and information and shall determine in writing whether the information shall be withheld; and

3. If the Director makes the determination to disclose the information, the Director shall inform the Bidder in writing of such determination.

Section 10.10 Mistakes in Bids

A. A Bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 10.7, “Pre-Opening Modification or Withdrawal of Bids”.

B. After bid opening, a bid mistake, not resulting from an error in judgment may not be corrected or withdrawn. Other bid mistakes may be corrected or withdrawn pursuant to the following:

1. After bid opening, the Director may either waive minor informalities in a bid or allow the Bidder to correct them if a written determination is made that such action would not result in a pecuniary competitive bidding advantage to that Bidder. Nothing in this section shall be construed as requiring the Director to waive any informalities or to allow their correction.

2. After bid opening, the bid may not be withdrawn and shall be corrected to the intended bid if a bid mistake and the intended bid are evident on the face of the bid.

3. After bid opening, the Director may permit a Bidder to withdraw a bid if:

a. A mistake, not resulting from an error in judgment, is evident on the face of the bid but the intended bid; or

b. The Bidder establishes to the Director’s satisfaction that a mistake was made not resulting in an error in judgment.

4. In the event of a discrepancy between the unit price and a multiplied subtotal the unit price shall govern.

5. Mistakes shall not be corrected after award of the contract except where the Director makes a written determination that it would be unconscionable not to allow the mistake to be corrected.

C. If correction or withdrawal of a bid after the bid opening is permitted or denied, the Director shall prepare a written determination showing that the relief was permitted or denied under these established rules and regulations.

Section 10.11 Bid Evaluation and Award

A. The contract shall be awarded to the lowest responsible and responsive Bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation for Bids.

B. A product acceptability evaluation shall be conducted solely to determine whether a Bidder's product is acceptable as set forth in the Invitation for Bids and not whether one Bidder's product is superior to another Bidder's product. Any Bidder's offering that does not meet the acceptability requirements shall be rejected as non-responsive.

C. Bids shall be evaluated to determine which Bidder offers the lowest cost to the City in accordance with the evaluation criteria set forth in the Invitation for Bids. Only objectively measurable criteria that are set forth in the Invitation for Bids shall be applied in determining the lowest Bidder. Examples of such criteria include, but are not limited to, transportation cost, energy cost, ownership cost and other identifiable costs or life cycle cost formula. Evaluation factors need not be precise predictors of actual future costs, but to the extent possible the evaluation factors shall be reasonable estimates based upon information the Director has available concerning future use.

D. A contract may not be awarded to a Bidder submitting a higher quality item than that designated in the Invitation for Bids unless the Bidder is also the lowest Bidder as determined under Subpart C of this Section. <u>This Section does not permit negotiations with any Bidder, unless the lowest, responsive and responsible Bidder's bid exceeds the available monies budgeted for the material, service or construction, which would allow negotiations with the lowest, responsive and responsible Bidder</u>.

E. In the event two or more low responsive bids from responsible Bidders are identical in price and meet all the requirements and criteria set forth in the Invitation for Bids, the tie shall be broken according to the following determined by the Director:

1. Best and Final offer when determined by the Director to be applicable; or

2. Draw lots

F. A record showing the basis for determining the successful Bidder shall be retained in the procurement file.

G. The Purchasing Agent involved with the purchase shall provide a written notice of award to the successful Bidder within **twenty-four (24) hours** of Council award. For procurements equal to or in excess of the formal procurement limit, each unsuccessful Bidder shall be notified in writing of the award within **fourteen (14) days**. Notice of award shall be made available to the public.

H. In the evaluation of a response to a formal procurement process, points will not be awarded and preference will not be given to a respondent on the sole basis that the respondent is a flagstaff business or entity.

Section 10.12 Only One Bid Received

If only one responsive and responsible bid is received in response to an Invitation for Bids, an award may be made to the single Bidder if the Director determines that the price submitted is fair and reasonable, and that other prospective Bidders had reasonable opportunity to respond and there is not adequate time for re-solicitation. Otherwise, the bid will be rejected pursuant to the provisions of Article 15, "Cancellation or Rejection of Solicitations", and:

A. New bids may be solicited; or

B. If the Purchasing Agent determines, in writing, that the need for the material, service or construction continues and the acceptance of the one bid is not advantageous to the City, the procurement may then be conducted under Article 18, **"**Sole Source" or Article 19, "Emergency Purchase", as appropriate.

Section 10.13 Multi-Step Sealed Bidding

A. The multi-step sealed bidding method may be used if the Director determines that:

1. Available specifications or purchase descriptions are not sufficiently complete to permit full competition without technical evaluations and discussions to ensure mutual understanding between each Bidder and the City;

2. Definite criteria exist for evaluation of technical offers;

3. More than one technically qualified source is expected to be available; and

4. A fixed price contract will be used.

B. The Purchasing Agent may hold a pre-bid conference with Bidders before submission or at any time during the evaluation of the unpriced technical offers.

Section 10.14 Phase One Of Multi-Step Sealed Bidding

A. Multi-step sealed bidding shall be initiated by the issuance of an Invitation to Submit Technical Offers. The Invitation to Submit Technical Offers shall be issued according to Section 10.3, "Invitation for Bids", and shall contain the following information:

1. Notice that the procurement shall be conducted in two phases;

2. The best description of the material or services desired;

3. A statement that unpriced technical offers only shall be considered in phase one;

4. The requirements for the technical offers, such as drawings and descriptive literature;

5. The criteria for evaluating technical offers;

6. The closing date and time for receipt of technical offers and the location where offers should be delivered or mailed;

7. A statement that discussions may be held; and

8. A statement that only bids based on technical offers, determined to be acceptable in phase one, shall be considered for award.

B. The Invitation to Submit Technical Offers may be amended after the submission of the unpriced technical offers. The amendment shall be distributed only to Bidders who submitted unpriced technical offers, and those Bidders shall be permitted to submit new

unpriced technical offers or to amend the offers already submitted. If an amendment materially changes the procurement, the Invitation to Submit Technical Offers shall be canceled in accordance with Article 15, "Cancellation or Rejection of Solicitations".

C. Unpriced technical offers shall not be opened publicly, but shall be opened in the presence of the Procurement Agent and at least one witness. The contents of unpriced technical offers shall not be disclosed to unauthorized persons.

D. Unpriced technical offers shall be evaluated solely in accordance with the criteria set forth in the Invitation to Submit Technical Offers and shall be determined to be either acceptable for further consideration or unacceptable. A determination that an unpriced technical proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the contract file. If the Director determines a Bidder's unpriced technical offer is unacceptable, the Purchasing Agent shall notify that Bidder of the determination and that the Bidder shall not be afforded an opportunity to amend its technical offer.

E. The Purchasing Agent may conduct discussions with any Bidder who submits an acceptable or potentially acceptable technical offer. During discussions, the Purchasing Agent shall not disclose any information derived from unpriced technical offers to any other Bidder. After discussions, the Purchasing Agent shall establish a closing date for receipt of final technical offers and shall notify, in writing, Bidders submitting acceptable or potentially acceptable offers of the closing date. The Purchasing Agent shall keep a record of all discussions.

F. At any time during Phase One, offers may be withdrawn in accordance with Section 10.7, "Pre-Opening Modifications or Withdrawal of Bids".

Section 10.15 Phase Two of Multi-Step Sealed Bidding

A. Upon completion of Phase One, the Purchasing Agent shall issue an Invitation for Bids and conduct Phase Two under Section 10.3, "Invitation for Bids", as a competitive sealed bidding procurement, except that the Invitation for Bids shall be issued only to Bidders whose technical offers were determined to be acceptable in Phase One.

B. Unpriced technical offers of unsuccessful Bidders shall not be open to public inspection until after a contract has been awarded, except to the extent set forth in Section 10.9, "Receipt, Opening, Recording of Bids and Confidential Information".

ARTICLE 11 FORMAL PROCUREMENT PROCESS – REQUEST FOR PROPOSALS

If the Director determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the City, a contract may be entered into by competitive sealed proposals. The Purchasing Section shall issue the standard Request for Proposals document established and approved by the Purchasing Section and the City Attorney's office. A Request for Proposals shall be issued when the evaluation and selection of a vendor for award includes other established evaluation criteria in addition to price and/or the scope of work/specifications are not definitively defined. The Request for Proposal document shall include a scope of work, and all contractual terms and conditions applicable to the procurement.

Section 11.1 Request for Proposals Determination

The Purchasing Agent shall determine if the Request for Proposals process is applicable for the selection of the material or service. Request for Proposals shall not be used for design-bid-build construction projects. However, a Request for Proposals may be used for any of the Alternative Project Delivery Methods (e.g., JOC, CMAR or Design-Build) as phase 2 of a Request for Statements of Qualifications process.

Section 11.2 Request for Issuance of a Request for Proposals

A. The Requisitioner or "End-user" shall electronically submit a requisition referencing the cost estimate or approved budget for the requested material or service.

B. The Purchasing Agent shall obtain a proposal number from the Solicitation Log Book, located in the Purchasing Section and provide the description and the Purchasing Agent assigned.

C. The Requisitioner or "End-user" shall provide the specifications and/or scope of work to the Purchasing Section. Once the solicitation is complete, the Purchasing Agent shall forward to the City Attorney's office for review before issuance of the solicitation.

Section 11.3 Request for Proposals

A. Request for Proposals may be considered to be more practicable or advantageous if it is necessary to:

1. Use a contract other than a fixed-price type;

2. Conduct oral or written discussions with Proposers concerning technical and price aspects of their proposals;

3. Afford Proposers an opportunity to revise their proposals;

4. Compare the different price, quality, and contractual factors of the proposals submitted;

5. Award a contract in which price is not the determining factor; and/or

6. Specifications and/or scope of work are not clear or well-defined.

7. Proposals shall be opened publicly at the time and place designated in the Request for Proposals. Only the name of each Proposer shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Proposers during the process of evaluation. The proposals shall be open for public inspection after contract award. Except to the extent the Proposer designates and the Director concurs, trade secrets or other proprietary data contained in the proposal documents shall remain confidential in accordance with established rules.

8. Specific numerical weighting is not required. However, the Request for Proposal document shall state the relative importance of price and other evaluation factors.

9. As provided in the Request for Proposals, and under established rules, discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible to being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and before award for the purpose of clarification. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers.

10. The award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the City taking into consideration the evaluation factors set forth in the Request for Proposals. No other factors or criteria may be used in the evaluation. The amount of any applicable City Transaction Privilege or Use Tax is not a factor in determining the most advantageous proposal. The contract file shall contain the basis on which the award is made.

B. Request for Proposals shall set forth those factors listed in Section 10.4, "Invitation for Bids, Format, Content, Public Inspection" that are applicable and shall also state:

1. The type of materials or services required and a description of the work involved;

2. The type of contract to be used;

3. An estimated duration that the service will be required;

4. That cost or pricing data is required;

5. That discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award;

6. The minimum information that the proposal shall contain;

7. The closing date and time for receipt of proposals; and

8. The evaluation criteria that will be used to evaluate proposal responses. Numerical weighting is not required. However, the Request for Proposal document shall reference each evaluation criterion's relative importance.

C. A Request for Proposals shall be issued at least **twenty one (21) days** before the closing date and time for receipt of proposals, unless a shorter time is determined necessary in writing by the Director pursuant to a written request from the requesting Department receiving the materials or services. In accordance with the Flagstaff City Charter, public notice of the Request for Proposals shall be published at least once in the official newspaper, not less than five (5) days prior to the opening of the proposals.

D. In all competitive sealed Request for Proposals, the Purchasing Section shall issue a Request for Proposals using a solicitation document approved by the Purchasing Section and the City Attorney's office.

Section 11.4 Solicitation Opportunities

1. Solicitations shall be advertised in the Arizona Daily Sun and posted on the City's website. Prospective Proposers can download the solicitation and all other related documents at: flagstaff.az.gov/departments/purchasing/bidpostings-overview. After the heading "Bids available for download," click on "bid postings". All solicitations may be picked up from the Purchasing Section during normal business hours.

2. Interested Bidders can download and complete a Vendor Application form from the City's website. The Vendor Application form allows a Vendor to subscribe to receive an e-mail based notification of all current solicitation opportunities.

Section 11.5 Pre-Proposal Conferences

Pre-proposal conferences may be convened in accordance with the same procedures outlined in Section 10.5, "Pre-Bid Conferences".

Section 11.6 Late Proposals, Modifications or Withdrawals

A. A proposal received after the closing date and time for receipt of proposals is late and shall not be considered except under the circumstances set forth in Section 10.8, "Late Bids, Late Withdrawals and Late Modifications". A best and final offer received after the closing date and time for receipt of best and final offers is late and shall not be considered except under the circumstances in accordance with the same procedures outlined in Section 10.8 (B), "Late Bids, Late Withdrawals and Late Modifications".

B. A modification of a proposal received after the closing date and time for receipt of proposals is late and shall not be considered except under the circumstances in accordance with the same procedures outlined in Section 10.8(B), "Late Bids, Late Withdrawals and Late Modifications".

C. A modification of a proposal resulting from an addendum issued after the closing date and time for receipt of proposals or a modification of a proposal resulting from discussions during negotiations shall be considered if received by the closing date and time set forth in the addendum or by the closing date and time for submission of best and final offers, whichever is applicable. If the modifications described in this subsection are received after the respective date and time described in this subsection, the modifications are late and shall not be considered except under the circumstances in accordance with the same procedures outlined in Section 10.8 (B), "Late Bids, Late Withdrawals and Late Modifications".

D. A proposal may be withdrawn at any time before the closing date and time for receipt of best and final offers. Withdrawal of a proposal after submission of best and final offers is permissible only in accordance with Section 11.11 (B), "Mistakes in Proposal Response".

Section 11.7 Receipt of Proposals

A. Each proposal received shall be date and time-stamped and retained in a secure place, within the Purchasing Section, until the closing date and time for receipt of proposals. A

record of proposals shall be prepared and shall contain the name of each Proposer, the subject of the Request for Proposals and the assigned Request For Proposals number for which the proposal was submitted.

B. Proposals shall be opened in the presence of one (1) or more witnesses. During the evaluation process, proposals and modifications shall be shown only to those individuals involved in the evaluation and scoring process.

C. If only one proposal is received in response to a Request for Proposals, the Purchasing Agent may either make an award in accordance with Section 11.12, "Contract Award for Request for Proposals", or if time permits, re-solicit.

Section 11.8 Evaluation of Proposals

A. Evaluation of proposals shall be based on the evaluation criteria set forth in the Request for Proposals.

Section 11.9 Discussions with Responsible Proposers and Revisions to Proposal

A. Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award; for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. The purpose of such discussions may be to:

1. Determine in greater detail such Proposer's qualifications;

2. Explore with the Proposer the scope and nature of the project, the Proposer's proposed presented approach, the relative utility of alternate methods of approach and method of performance;

3. Determine that the Proposer will make available the necessary personnel and facilities to perform within the required time; and

4. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project and nature of such services/equipment.

B. After an evaluation committee has reviewed all of the initial proposals, discussions may be held between the responding Proposers and the evaluation committee. Such discussions are conducted to more fully understand the initial proposals submitted by the Proposers.

C. Following the initial proposal review and discussions phase, the evaluation committee may either recommend an award to a specific firm or firms, if their proposal is clearly the best offer, or further define the RFP's needs within the scope of the original RFP and call for best and final offers.

D. Proposal information may not be disclosed to any other Proposer. Each Proposer's information and pricing shall be kept under strict security until after an award recommendation has been made.

E. All responsive and responsible Proposers are to be given a fair and equal opportunity to respond to any narrowed scope/specification needs stated within the written best and final offer document that may be issued by the Director. If the evaluation process clearly proved (with supportive evidence) that certain Proposers were incapable of meeting the scope and needs of the RFP in a satisfactory manner, then those Proposers may be removed from further consideration during the best and final offer phase of the RFP evaluation process. The criteria for being removed from best and final consideration must be well documented and placed in the bid/contract file.

F. Best and final offers shall be requested in formal writing by the Purchasing Section and a reasonable time period given to Proposers for making a quality response. Any requested, best and final offer shall be within the scope of the original RFP and used to further identify and clarify specific service/product needs and appropriate pricing requirements based on those further clarified needs. .

Section 11.10 Best and Final Offers; Tied Proposals

A. If discussions are conducted pursuant to Section 11.9, "Discussions With Responsible Proposers and Revisions to Proposal", the Purchasing Agent shall issue a formal written request for best and final offers. The request shall set forth the date, time and place for the submission of best and final offers. Best and final offers shall be requested only once, unless the Purchasing Agent makes a written determination that it is advantageous to the City to conduct further discussions or change the City's requirements. The request for best and final offers shall inform Proposers that, if they do not submit a best and final offer, their immediate previous offer will be construed as their best and final offer.

B. In the event of tied proposals, the tie shall be broken according to the following determined by the Director:

1. Best and final offer when determined by the Director to be applicable; or

2. Draw lots.

Section 11.11 Mistakes in Proposal Response

A. Prior to the time and date set for receipt of best and final offers, any Proposer may withdraw their best and final offer or correct any mistake by modifying their best and final offer.

B. Proposers submitting a best and final offer, may withdraw a proposal or correct a mistake after the specified due date, in accordance with Section 10.10, "Mistakes in Bids".

Section 11.12 Contract Award for Request for Proposals

A. The contract shall be awarded to the Proposer whose proposal is responsive and responsible and determined in writing to be the most advantageous to the City based on the factors set forth in the Request for Proposals. The determination shall explain the basis of the award.

B. If the Contract(s) awarded exceeds the formal procurement limit, each unsuccessful Proposer shall be notified in writing of the award.

C. After contract award or as determined by the Purchasing Agent**,** the proposals shall be open for public inspection, except to the extent that the withholding of information is permitted or required by law. If the Proposer designates a portion of the proposal as confidential, disclosure of such portion shall be made in accordance with the following:

1. If a Proposer believes that a proposal contains information that should be withheld, a statement advising the Purchasing Agent of this fact shall accompany the submission and the information shall be so identified wherever it appears. The information identified by the Proposer as confidential shall not be disclosed until the Purchasing Agent makes a written determination;

2. The Purchasing Agent shall review the statement and information and shall determine in writing whether the information shall be withheld; and

3. If the Purchasing Agent makes the determination to disclose the information, the Purchasing Agent shall inform the Proposer in writing of such determination.

ARTICLE 12 FORMAL PROCUREMENT PROCESS – PROFESSIONAL DESIGN SERVICES, CAPITAL IMPROVEMENTS/CONSTRUCTION AND CONSTRUCTION SERVICES

The formal procurement process for professional design services and capital improvements/construction projects utilizes different solicitation documents than the Request for Proposals.

A. If the procurement is for professional design services, the Purchasing Agent shall utilize the Request for Statements of Qualifications solicitation.

B. If the procurement is for capital improvements/construction, the Purchasing Agent shall utilize the Invitation for Bids (IFB) or one of the Alternative Project Delivery Methods, such as Construction Manager At Risk (CMAR), Design Build (DB) or Job Order Contracting (JOC), as deemed appropriate.

C. If any of the Alternative Project Delivery Methods are utilized, the solicitation and contract award shall be based on “qualifications” or “Best Value” utilizing the Request for Statements of Qualifications (RSOQ).

D. In the event a decision is made by the Purchasing Agent to have a phase 2 of the solicitation process, a Request for Proposals may be used to include pricing information.

Both the Request for Statements of Qualifications and the Request for proposals documents shall include specifications and/or scope of work, and all contractual terms and conditions applicable to the procurement.

Section 12.1 Request for Solicitation Determination

The Purchasing Agent shall determine if the Invitation for Bids or one of the Alternative Project Delivery Methods, followed by a Request for proposals, if there is a phase 2, is more appropriate for the selection of the service or construction with an estimated expenditure exceeding the formal procurement limit.

Section 12.2 Request for Issuance of a Formal Solicitation

A. The Requisitioner or "End-user" shall electronically submit a requisition referencing the cost estimate or approved budget for the requested service or construction.

B. The Purchasing Agent shall obtain a bid number from the Solicitation Log Book in the Purchasing Section, provide the description of the purchase or project, the Purchasing Agent assigned and determine the appropriate solicitation document and agreement to be used.

C. The Requisitioner or "End-user" shall provide the specifications and/or scope of work to the Purchasing Section. Once the solicitation is complete, the Purchasing Agent shall forward to the City Attorney's office for review before issuance of the solicitation.

Section 12.3 Professional Design Services

Professional Design Services are those services that are legally required to be accomplished, reviewed and approved by professionals registered to practice in the State of Arizona and pertain to the following professional services:

A. Architect services
B. Engineering services
C. Assayer services
D. Geologist services
E. Landscape Architect services
F. Land Surveying services

Contracts for these professional design services shall be solicited through a Request for Statements of Qualifications, except as otherwise provided for in Article 18, Sole Source, Article 19, Emergency Purchase, or Article 20, "Procurements From Solicitations by Other Governmental Entities". The Purchasing Section shall issue the standard Request for Statements of Qualifications document established and approved by the Purchasing Section and the City Attorney's office. All contracts for professional services referenced above, shall be awarded and administered in accordance with the requirements of A.R.S. Title 34, Public Buildings and Improvements and the appropriate Article or Section of this Procurement Code Manual.

The Request for Statements of Qualifications shall be issued at least **twenty one (21) days** before the closing date and time for receipt of statements of qualifications, unless a shorter time is determined necessary in writing by the Director. In accordance with the Flagstaff City Charter, public notice of the Request for Statements of Qualifications shall be published at least once in

the official newspaper, not less than five (5) days prior to the opening of statements of qualifications.

Section 12.4 Capital Improvements/Construction

A. Capital Improvements is the construction related projects involving the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any public real property, which extends the life or increases the productivity of the real property. Construction is the process of building, altering, repairing, improving or demolishing any public infrastructure facility, including public structure, public building, or other public improvements of any kind to any real property. Construction does not include the routine operation, routine repair, or routine maintenance of existing public infrastructures or facilities, including structures, buildings or real property.

B. Contracts for capital improvements/construction shall be solicited utilizing an Invitation for Bids process or one of the Alternative Project Delivery Methods, except as otherwise provided for in Article 18, “Sole Source” or Article 19, “Emergency Purchase”.

C. The Purchasing Section shall issue the appropriate, selected, solicitation document established and approved by the Purchasing Section and the City Attorney’s office.

D. All contracts for Capital Improvements/construction shall be awarded and administered in accordance with the requirements of A.R.S. Title 34, Public Buildings and Improvements and the appropriate Article or Section of this Procurement Code Manual.

E. Bidders shall submit subcontractor lists for all subcontracts that are above $5,000. Bids not in compliance with this requirement shall be deemed non-responsive. Submission of the subcontractor list shall act as Bidder certification that the work shall be performed by either the Bidder or the listed subcontractors. Substitutions may be allowed for reasons including, but not limited to, subcontractor non-responsiveness, insolvency, or any other reason deemed by the Director to be in the best interest of the City.

Section 12.5 Construction Services

Construction Services is a combination of construction and one or more related services, such as finance services, maintenance services, operations services, design services and pre-construction services, as these services are authorized in the definitions of Construction Manager at Risk, Design Build or Job Order Contracting as follows:

A. Construction-Manager-At-Risk is a project delivery method in which:

1. There is a separate contract for design services and a separate contract for construction services;

2. The contract for construction services may be entered into at the same time as the contract for design services or at a later time;

3. Design and construction of the project may be in sequential phases or concurrent phases; and

4. Finance services, maintenance services, operations services, preconstruction services, and other related services may be included.

B. Design-Build is a project delivery method in which:

1. There is a single contract for design services and construction services;

2. Design and construction of the project may be in sequential phases or concurrent phases; and

3. Finance services, maintenance services, operations services, preconstruction services, design services and other related services may be included.

C. Job-Order-Contracting is a project delivery method in which:

1. The contract is a requirements contract for indefinite quantities of construction;

2. The construction to be performed is specified in job orders issued during the contract;

3. Finance services, maintenance services, operations services, preconstruction services, design services and other related services may be included; and

4. The project limit shall be set by the Director in accordance with A.R.S. Title 34, Public Buildings and Improvements.

D. Design-Bid-Build is the traditional project delivery method, other than the three (3) alternative project delivery methods, referenced above, in which:

1. There is a sequential award of two (2) separate contracts;

2. The first contract is for design services;

3. The second contract is for the actual construction;

4. Design and construction of the project are in sequential phases; and

5. Finance services, maintenance services and operations services are not included.

A. Contracts for construction services shall be solicited through a construction-manager-at-risk, design-build or job-order-contracting selection process utilizing a Request for Statement of Qualifications, except as otherwise provided for in Article 18, “Sole Source” or Article 19, “Emergency Purchase”. The Purchasing Section shall issue the standard Request for Statements of qualifications document established and approved by the Purchasing Section and the City Attorney’s office. All contracts for professional services referenced above, shall be awarded and administered in accordance with the requirements of A.R.S. Title 34, Public Buildings and Improvements and the appropriate Article or Section of this Procurement Code Manual.

The Request for Statements of Qualifications shall be issued at least **twenty one (21) days** before the closing date and time for receipt of statements of qualifications, unless a shorter time is determined necessary in writing by the Director. In accordance with the Flagstaff City Charter, public notice of the Request for Statements of Qualifications shall be published at least once in the official newspaper, not less than five (5) days prior to the opening of statements of qualifications.

ARTICLE 13 FORMAL SOLICITATION ADVERTISING

A. The Purchasing Agent shall advertise all formal solicitations as follows:

1. IFB- At least one (1) time in a local newspaper of general circulation no less than five (5) days prior to bid opening.

2. RFP-At least one (1) time in a newspaper of general circulation no less than five (5) days prior to proposal opening.

3. RSOQ- At least two (2) consecutive times in a newspaper of general circulation no less than six (6) days apart and no more than ten (10) days apart prior to the statement of qualifications opening. The opening shall not be less than five (5) days from the last advertisement.

B. The requisitioning department shall budget for this required advertising.

C. The City web site references all formal solicitation opportunities.

D. The Purchasing Section may mail a notice of solicitation and any addendums to persons listed on the City Bidder's List and any person requesting the information. Bidnet, Arizona Procurement Technical Assistance Network, Construction News, Dodge, and other resources deemed appropriate by the Purchasing Section may be included in mailing lists for all applicable solicitations. All solicitations listed on the City's web site are available for downloading. Interested Bidders may subscribe to receive an e-mail based notification of all current solicitation opportunities by downloading and completing a vendor application from the City's website. The vendor application can be found by going to the City's website home page, clicking on City Hall, and then Departments, and then Purchasing and then vendor registration and then the link for vendor application.

E. All solicitations may be picked up from the Purchasing Section during normal business hours. For construction related projects involving plan sets, the City's Project Manager assigned to the project or a designee within their Division or Section shall be responsible for providing and logging plan sets requested by prospective Proposers.

F. The Purchasing Section shall be responsible for scheduling bid or proposal openings and required pre-bid or pre-proposal conferences and post award meetings.

G. The Purchasing Agent shall determine and coordinate any necessary addendums and issue any required addendums, receive bids or proposals and conduct bid or proposal openings.

1. Only the Purchasing Section may supply interested persons with official copies of formal solicitations; and

2. Only a Purchasing Agent may issue a Notice of Award or a Notice to Proceed.

ARTICLE 14 EVALUATION/SELECTION COMMITTEE FOR MATERIALS, SERVICES, PROFESSIONAL DESIGN SERVICES AND CONSTRUCTION

All vendor responses to formal solicitations that contain evaluation criteria, in addition to price, shall be evaluated and scored by an evaluation/selection committee according to the following:

A. The committee shall review and evaluate vendor responses according to the evaluation criteria referenced in the solicitation document. All committee members shall score each vendor according to the scoring matrix provided by the Purchasing Agent.

Section 14.1 Guidelines for Evaluation/Selection Committee; Selection Process

A. ***Appoint Evaluation/Selection Committee for Materials and Services:***

1. The selection of Evaluation Committee members shall be determined, collectively, by the Purchasing Agent and the end-user. The evaluation committee shall consist of at least three (3) people, but preferably five (5) people. For any evaluation committee comprised of more than three (3) members, the committee shall consist of an odd number of members. Committee membership shall be a diverse group familiar with the elements contained in the Scope of Work.

2. Evaluation Committee membership is not restricted to City employees. However, committee members may not receive compensation**,** present a proposal, nor be affiliated with a person presenting a proposal.

3. Evaluation Committee members may be required to attend a training session on the elements of evaluating proposal responses from Proposers and the various elements to be scored, given the evaluation criteria outlined in the solicitation document.

B. ***Appoint Evaluation/Selection Committee for Professional Design Services:***

1. The selection of Evaluation Committee members shall be initiated and determined, collectively, by the Purchasing Agent and the City Project Manager assigned to the project. The evaluation committee shall consist of at least five (5) members, but no more than seven (7) members and shall include at least one (1) member who is a senior management employee of a licensed Contractor and one (1) member who is an Architect or Engineer registered in the State of Arizona. The remaining evaluation committee membership shall be a diverse group familiar with the elements contained in the Scope of Work. A member on the evaluation committee, who is not an employee of the City, shall not be a Contractor under a contract awarded under the procurement or provide any professional services, construction, construction services, materials or other services under the contract.

2. These members may be employees of the City or not an employee of the City. Members who are not employees of the City, outside Contractors, Architects and Engineers serving on an evaluation committee, are not entitled to receive

compensation from the City for performing this service, nor be affiliated with a person submitting a statement of qualifications. However, the City may elect to reimburse members who are not employees of the City, outside Contractors, Architects and Engineers for travel, lodging and other expenses incurred in connection with service on an evaluation committee.

3. Evaluation Committee members may be required to attend a training session on the elements of evaluating proposal responses from Proposers and the various elements to be scored, given the evaluation criteria outlined in the solicitation document.

C. ***Appoint Evaluation/Selection Committee for <u>Construction</u> (utilizing a Request for Statements of Qualifications solicitation):***

1. The selection of Evaluation Committee members shall be initiated and determined, collectively, by the Purchasing Agent and the City Project Manager assigned to the project. <u>The evaluation committee shall consist of at least five (5) members, but no more than seven (7) members and shall include at least one (1) member who is a senior management employee of a licensed Contractor and one (1) member who is an Architect or Engineer registered in the State of Arizona</u>. The remaining evaluation committee membership shall be a diverse group familiar with the elements contained in the Scope of Work. A member on the evaluation committee, who is not an employee of the City, shall not be a Contractor under a contract awarded under the procurement or provide any professional services, construction, construction services, materials or other services under the contract.

2. These members may be employees of the City or not an employee of the City. Members who are not employees of the City, outside Contractors, Architects and Engineers serving on an evaluation committee, are not entitled to receive compensation from the City for performing this service, nor be affiliated with a person submitting a statement of qualifications. However, the City may elect to reimburse members who are not employees of the City, outside Contractors, Architects and Engineers for travel, lodging and other expenses incurred in connection with service on an evaluation committee.

3. Evaluation Committee members may be required to attend a training session on the elements of evaluating proposal responses from Proposers and the various elements to be scored, given the evaluation criteria outlined in the solicitation document.

Section 14.2 Guidelines for the Selection of Evaluation Criteria Used in a Solicitation Advertised as an Invitation for Bids, Request for Proposals or a Request for Statements of Qualifications

A. Evaluation criteria are determined by the Director and the end-user or City Project Manager. Evaluation criteria shall be objectively measurable and allow for the evaluation, selection and award of a contract in the best interest of the City.

B. All solicitations advertised as a Request for Statements of Qualifications shall include the evaluation criterion “Value Added Knowledge and Experience” as follows:

Value Added Knowledge and Experience (10 points/10%)

The team hired by the City must be familiar with local community needs, standards, historical challenges, local codes and site conditions. Additionally, the team must be accessible to City staff and citizens (e.g., public hearings, neighborhood meetings and other citizen outreach identified in the Request for Statements of Qualifications) during the contracted design and construction phase of the Project.

1. Resolution of issues may be part of the project work. Describe your response protocol and how the firm's Project Manager (or responsible person in charge) will be accessible to City staff and citizens.

2. Explain why your firm is particularly qualified to perform your services in the Flagstaff area. Demonstrate the Project Manager's (or responsible person in charge) knowledge of local geology, climate, practices, materials and codes by specifying in the submittal their experience working in the Northern Arizona region or in a region with geology, climate and conditions similar to those of the City of Flagstaff.

    a. Briefly describe two of your most recent projects that were performed in the greater Flagstaff area as defined by the Regional Plan and/or Flagstaff Metropolitan Planning Organization (FMPO) boundaries.

3. During construction what it the response time by a qualified person (decision making authority) to meet in person and resolve concerns and to accommodate unforeseen issues?

C. The Director may establish a specific weight percentage for each Value Added Knowledge and Experience sub-section, not to exceed the total 10 points or 10% assigned for all of the Value Added Knowledge and Experience evaluation criterion.

SECTION 14.3. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

ARTICLE 15 CANCELLATION OR REJECTION OF SOLICITATIONS

An Invitation for Bids, a Request for Proposals or Request for Statements of Qualifications may be canceled by the Director prior to the solicitation opening. However, all bids, proposals or statements of qualifications submitted by a Bidder or proposer may be rejected after the solicitation opening, but the rejection of solicitation shall be approved by City Council as provided in the City Charter.

Section 15.1 Solicitation Statement

Each solicitation issued by the City shall state that the solicitation may be canceled or bids or proposals rejected in whole or in part.

Section 15.2 Cancellation of Solicitation Before Bids or Proposals Are Due

A. Before bids or proposals are due, a solicitation may be canceled if the Purchasing Agent determines that cancellation is advantageous to the City.

B. If a solicitation is canceled before bids or proposals are due, notice of cancellation shall be posted to the City website and sent to all prospective Bidders or Proposers who completed and provided to the Purchasing Section an Acknowledgment of Receipt form when practicable, depending on the number of prospective Bidders who submitted this form. The notice of cancellation shall identify the solicitation and briefly explain the reason for cancellation.

C. Any bids or proposals received by the City for a canceled solicitation shall be returned to the Bidder or Proposer unopened.

Section 15.3 Cancellation of Solicitation After Bids or Proposals Are Due

A. After opening of bids or proposals, but before award, a solicitation may be canceled if the Purchasing Agent determines that cancellation is advantageous to the City.

B. A notice of cancellation shall be sent to all Bidders or Proposers submitting bids or proposals.

C. Bids or proposals received shall be placed in a sealed file pending a decision of a rebid of the solicitation. In the event of a rebid of the solicitation, the file shall remain sealed until an award is made.

Section 15.4 Rejection of All Solicitations

A. After receipt, opening and evaluation, but before award, all solicitations may be rejected if determined to be in the best interest of the City. However, any recommendations for a solicitation to be rejected shall be approved by the City Council.

B. A notice of rejection shall be sent to all Bidders or Proposers submitting bids or proposals.

Section 15.5 Procurement Procedural Irregularity

The Purchasing Agent shall act to cancel or reject in the event that action is deemed in the best interest of the City due to a procurement procedural irregularity.

ARTICLE 16 DETERMINATION OF BIDDER AND PROPOSER RESPONSIBILITY

A. The Purchasing Agent shall consider the responsibility of any vendor prior to purchasing materials or services from such vendor. The Purchasing Agent shall prepare a written evaluation of a vendor's responsibility for any procurement for services or materials of $50,000 or more. The evaluation will be placed in the vendor's file.

B. Factors to be considered in determining if a vendor is responsible include those set forth below. Any single factor or combination of factors may be grounds for determination of non-responsibility.

1. The vendor's capacity to do the work, including adequate finances, equipment, facilities, employees and competing commitments;

2. The competency and responsibility of the vendor's proposed subcontractors;

3. The vendor's experience in performing similar work; especially for the City, or other public agency contracts;

4. The vendor's integrity and record of performance:

   a. Positive factors include but are not limited to timely completion within budget, quality of work, prompt resolution of problems, good working relationships and the ability to resolve disputes without litigation or threats of litigation;

   b. Negative factors include but are not limited to past contract terminations or deductions due to failure to perform; termination for cause due to breach; past contract terminations for any reason; failure to comply with the contract; documented poor performance; customer complaints and/or negative references; unresolved disputes with project owners or subcontractors; the lack of ability to resolve disputes without litigation; and litigation without merit. In addition, any of the grounds set forth in Article 30 for suspension or debarment may be considered.

5. The vendor is qualified legally to contract with the City;

6. Whether the vendor has truthfully supplied all information concerning its responsibility requested by the Purchasing Agent; and

7. Whether the vendor holds any required and active valid State of Arizona license(s) to conduct business or to perform the work proposed.

8. Any other evaluation criteria listed in the solicitation. Examples of other evaluation criteria include but are not limited to: requirement of a balanced bid, requirement

that the bid or proposal identify the percentage and cost of work that each subcontractor will perform and a cap on the total project value that can be completed by subcontractors, or requirement that no work shall be subcontracted.

C. The Purchasing Agent may establish specific responsibility criteria for a particular procurement. All responsibility criteria shall be listed in the solicitation. The solicitation should specify that "The responsibility of the Bidder will be determined based on factors described in Article 16 of the Procurement Code Manual.

D. If the Purchasing Agent determines that a vendor is non-responsible, the determination shall be approved by the Director and in consultation with the City Attorney, shall be in writing and set forth the basis for the determination. A copy of the determination shall be promptly sent to the non-responsible Bidder or Proposer. The Bidder or Proposer may protest the determination by following Article 29, "Protests", Sections 29.1 through 29.6. If the Director in consultation with the City Attorney determines the Bidder or Proposer is non-responsible, no further administrative remedy is available, as the City will not conduct a hearing. The Bidder or Proposer has no due process right to a hearing, but may have the right to file a special action, see Grand Canyon Pipelines, Inc. v. City of Tempe, 816 P.2d 247 (Ariz. App 1991). The final determination shall be made part of the procurement file.

E. If a contractor desires to substitute a subcontractor at any time after contract award, the Director shall evaluate the competency and responsibility of the proposed new subcontractor. The contractor shall submit complete information to the City and the City shall not be liable for any damages for project delays resulting from such substitution. The City reserves the right to reject substitution of contractors where the contractor was selected in part due to the unique and special skills or knowledge of such subcontractor and if the solicitation clearly provides that the City may reject substitution of such subcontractor.

Section 16.1 Request for Review of Responsibility

A. In the event a Purchasing Agent has cause to question the responsibility of the low Bidder or highest scoring Proposer, a formal letter shall be sent to the Bidder or Proposer containing all information available, including the specific areas where responsibility evidence is desired. In the event the low bid appears to be underbid, unbalanced or not financially viable, the Purchasing Agent may require the low Bidder to provide an accounting, showing that the work can be completed at the bid price.

B. Information supplied by the Bidder or Proposer shall be evaluated by the Purchasing Agent.

C. In the event the Bidder or Proposer is determined non-responsible**,** the Bidder or Proposer shall be notified in writing of the decision.

ARTICLE 17 COST OR PRICING DATA

A. The submission of current cost or pricing data may be required in connection with an award in situations in which analysis of the proposed price is essential to determine that the price is reasonable and fair. A Bidder or Proposer shall, when requested, submit current cost or pricing data and shall certify that, to the best of the Bidder's or Proposer's

knowledge and belief, the cost or pricing data submitted is accurate, complete and current as of a mutually determined specified date.

B. This certification may also be requested to substantiate requests for price adjustments for contracts with options to extend and any contract modification or change order.

C. This certification may also be requested to substantiate requests for cost reimbursements pursuant to the specific terms and conditions contained in a City contract.

Section 17.1 Reimbursement

Provisions for reimbursement of costs shall, where applicable, be included in the terms of the contract and it shall be required that written approval of the Procurement Agent be obtained by the Bidder or Proposer prior to incurring costs to be reimbursed.

ARTICLE 18 SOLE SOURCE

A. A contract may be awarded for a material, service or construction without competition if the Purchasing Agent determines in writing that there is only one source for the required material or service. The Director may require the submission of cost or pricing data in connection with an award under this section. Sole Source Procurement shall be avoided, except when no reasonable alternative sources exist. The written determination of the basis for the Sole Source Procurement shall be included in the contract file.

B. The Purchasing Agent shall negotiate with the sole source Bidder or Proposer, to the extent practicable, a contract advantageous to the City.

C. Sole Source purchases authorized by the Purchasing Agent, which exceed the formal procurement limit, shall be awarded pursuant to Article 26, “Award of Contract”.

Section 18.1 Sole Source Procurement, Evidence Request

A. In the event a Department or Division requests a Sole Source Procurement, written evidence and report of research to support the request shall be provided to the Purchasing Agent.

1. A Department or Division, requesting a Sole Source Procurement, is required to complete and submit the “Sole Source, Proprietary and Emergency Procurement Request Form,” which is reviewed by the Purchasing Agent managing the Sole Source Procurement.

2. The Sole Source Procurement may be approved if the Purchasing Agent determines that there is sufficient research and justification to support that there is only one (1) known source that is able to provide the material good or service.

3. When processing a Sole Source Procurement, the Purchasing Director may require that some form of public notification of the City’s intent to utilize a Sole Source Procurement be posted on the electronic bid and proposal website utilized by the City to advertise solicitations.

B. Negotiations involving Sole Source Procurement shall not commence until the Purchasing Agent has approved the Sole Source Procurement.

Section 18.2 Sole Source Justification

A. Justification for sole source purchases, at **five thousand and one dollars ($5,001)** and greater, are required.

B. The Purchasing Agent shall approve, prior to any negotiation, any Sole Source purchase over **five thousand dollars ($5,000)** pursuant to Section 18.1, "Sole Source, Evidence Request".

C. A sole source agreement at **five thousand and one dollars ($5,001)** and up to **forty nine thousand nine hundred and ninety nine dollars ($49,999)** may be approved by the Director for a period up to five (5) years based on City requirements and market conditions. A sole source agreement at **fifty thousand ($50,000)** and greater, shall be approved by City Council for a period up to five (5) years.

ARTICLE 19 EMERGENCY PURCHASE

Notwithstanding any other provision in this Procurement Code Manual, the Director may make or authorize others to make Emergency Purchases if there is a threat to public health, welfare, or safety or if a situation exists which makes compliance with the procurement process specified in Articles 10, "Formal Procurement Process—Invitation For Bids", Article 11, "Formal Procurement Process—Request For Proposals" and Article 12, "Formal Procurement Process—Professional Design Services, Capital Improvements/Construction And Construction Services" contrary to the public interest. Emergency Purchases shall be made with such competition as is practicable under the circumstances.

Section 19.1 Conditions for Emergency Purchase

An emergency shall be deemed to exist if:

A. There is a great public calamity;

B. There is immediate need to prepare for national or local defense;

C. There is a breakdown in machinery or an essential service which requires the immediate purchase of supplies or services to protect the public health, welfare or safety; or

D. An essential departmental operation affecting the public health, welfare or safety would be greatly hampered if the prescribed formal or informal purchasing procedure would cause an undue delay in procurement of the needed item or service.

Section 19.2 Emergency Purchase Procedure

A. If the Emergency Purchase occurs during Purchasing Office hours, the requesting department or division shall contact the Director or a Purchasing Agent who shall procure or authorize the Emergency Purchase of the necessary materials, services or construction and fully document the Emergency Purchase.

B. A department or division requesting an Emergency Purchase is required to complete and submit the "Sole Source, Proprietary, and Emergency Procurement Request Form," which is reviewed by the Director or Purchasing Agent managing the Emergency Purchase.

C. The Emergency Purchase will be approved and signed off on if the Director or Purchasing Agent determines that there is sufficient research and justification to support that delaying the Emergency Purchase to comply with the provisions herein may cause a threat to the public health, welfare, or safety of the public.

D. In the event the Emergency Purchase occurs after Purchasing Office hours, any City employee may make any necessary procurement after receipt of authorization from the Department's or Division's Manager or Supervisor.

1. By the next working day, a full report of the circumstances of the Emergency Purchase shall be made by the person making the purchase. The report shall be filed with the Director for inclusion in the appropriate Purchasing records; and

2. If the Emergency Purchase exceeded the formal bid limit, the Director and the City employee who made the Emergency Purchase, shall seek approval of the purchase from the City Council as a confirming payment.

ARTICLE 20 PROCUREMENTS FROM SOLICITATION BY OTHER GOVERNMENTAL ENTITIES

The City may enter into contracts for the procurement of materials, services or construction pursuant to specifications, solicitations or contracts issued by other governmental entities. Such purchases shall conform to state procurement statutes and the Purchasing Agent involved shall conduct due diligence and conclude that the solicitations or contracts issued by other governmental entities conform to the purpose and spirit of this Procurement Code Manual.

Section 20.1 Existing Contracts

A. When making a purchase that conforms to the purpose and spirit of this Procurement Code Manual and the purchase exceeds the City's formal bid limit, the Director shall place a written justification for the use of a contract issued by another governmental agency in the City's contract file, provided the Bidder or Proposer is willing to extend the contract to the City and the Purchasing Agent and the requesting Division obtains City Council approval prior to making the purchase.

B. The Purchasing Agent shall execute a Purchase Order or Notice of Award referencing the applicable contract of the soliciting entity.

Section 20.2 Joint Solicitations

A. When the City intends to purchase materials or services with another governmental agency through a contract with that agency and the selected Bidder or Proposer, the City may participate in any solicitation issued by that governmental agency provided:

1. The Procurement Officer of the other governmental agency invites the participation or responds positively to a request by the City to participate;

2. The terms and conditions of the lead agency's solicitation have been reviewed by the Purchasing Agent and the City Attorney's office and determined to be advantageous to the City; and

3. The procurement process governing the solicitation substantially conforms to the purpose and spirit of this Procurement Code Manual.

B. Another governmental agency may join in any formal solicitation issued by the City provided:

1. The governmental agency will be a party to the contract which the City and the selected Bidder or Proposer will enter into; and

2. The participation is not found by the Director to be disadvantageous to the City.

C. The provisions of this joint solicitation rule do not apply to the City's participation in solicitations conducted by, but not limited to, the following governmental entities or groups of governmental entities: The Flagstaff Alliance For The Second Century, the State of Arizona, Mohave Educational Services Cooperative, the Western States Contracting Alliance (WSCA), U.S. Communities and the Strategic Alliance for Volume Expenditures (SAVE). Participation in these procurements will continue to be subject to the terms and conditions specified in their respective contracts.

Section 20.3 Cooperative Purchasing Contract Awards

Cooperative purchasing contracts shall be awarded as specified in Article 26, "Award of Contract".

Section 20.4 Purchases From Existing Contracts

A. The Director or Purchasing Agent and the Requesting Division shall determine, collectively, whether using an existing contract from another governmental entity would be in the best interest of the City.

B. The terms and conditions of the selected governmental entity's solicitation have been reviewed by the Purchasing Agent and the City Attorney's office and determined to be advantageous to the City.

C. The Director or Purchasing Agent shall make the purchase according to all applicable sections within this Procurement Code Manual.

Section 20.5 Request for Joint Solicitation

A. The Requesting Department shall request, in writing to the Director, participation in a joint solicitation.

1. Written request shall include the volume and estimated value of the purchase, which agency is to conduct the solicitation, and benefit to the City for the joint solicitation; and

2. Upon written approval, by the Director, the City's Requesting Department shall coordinate with the other entity the preparation of specifications.

B. The procurement activity shall be conducted or coordinated by the Director or Purchasing Agent whether the City is the lead agency, or another governmental entity is the lead agency.

Section 20.6 Commitment to Purchase or Participate

The Director or Purchasing Agent, in conjunction with the requesting Division, shall determine if it is advantageous for the City to a purchase pursuant to a contract issued by another governmental entity or to participate in a joint solicitation with another governmental entity.

ARTICLE 21 BID AND CONTRACT SECURITY

The submission of security to guarantee faithful bid and contract performance may be required. In determining the amount and type of security required for each contract, the Director shall consider the nature of the performance and the need for future protection for the City. The requirement for security must be included in the solicitation documents.

Section 21.1 Bid Bond

The Purchasing Agent shall determine, on a case by case basis, the need for Bid Security and the amount in order to protect the interest of the City, except where specifically required by A.R.S., Title 34, Public Buildings and Improvements.

A. If required by A.R.S., Title 34, Public Buildings and Improvements, the security shall be in the form of a bid bond issued by a company authorized to issue surety bonds in the State of Arizona or a Cashier's Check made payable to the City of Flagstaff in the amount of ten percent (10%) of the vendor's total bid.

B. Bid Security shall be returned to all but the two lowest responsible and responsive Bidders or Proposer within ten (10) days after the opening of bids, and the remaining securities returned within three (3) days after the execution of the contract.

Section 21.2 Performance and Payment Bonds

The Purchasing Agent shall determine, on a case by case basis, the need for a Performance and/or Payment Bond and the amount in order to protect the interests of the City, except where specifically required by A.R.S., Title 34, Public Buildings and Improvements.

A. If required by A.R.S., Title 34, Public Buildings and Improvements, the security shall be in the form of a Performance Bond or Payment Bond issued by a person authorized to issue surety bonds in the State of Arizona, or upon approval of the Director**,** secured Cashier's Check made payable to the City of Flagstaff in the amount of one hundred percent (100%) of the vendor's total bid. Individual or personal sureties will not be allowed**.**

B. The contract number and dates of performance must be clearly indicated in the Bond.

C. The Director may consider other forms of Performance and Payment guarantee, depending on the project, with the concurrence of the City's Risk Manager and the City Attorney's office.

Section 21.3 Collection of Bid Bonds

The Purchasing Agent shall notify vendors/contractors, in writing, who fail to execute required contracts of their bond forfeiture and shall act to collect the bond amount if a surety was posted.

Section 21.4 Enforcement of Performance Bond

A. The Purchasing Agent shall notify vendors/contractors, in writing, who fail to provide performance bonds of their default, initiate action to award to second low Bidder or re-bid.

B. The City's Project Manager or Purchasing Agent shall notify the Director and the City Attorney's office of any performance deficiency in order that the City may initiate a claim against the performance bond in the event the deficiency cannot be resolved with the vendor/ contractor.

ARTICLE 22 MULTI-TERM CONTRACTS

A. Unless otherwise provided by law, a contract for materials or services may be entered into for a period of time up to five years, as deemed to be in the best interest of the City, if the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and monies are available for the first fiscal year period at the time of contracting. A contract may be entered into for a period of time exceeding five years if the Director determines in writing that such a contract would be advantageous to the City and the City Council approves the contract term.

B. Multi-term contracts shall contain provisions for cancellation by the City in the event funds are not appropriated for the continuance of the contract.

Section 22.1 Determination for Contract Periods Over 5 Years

A. Written requests for contracts exceeding five (5) years shall justify the advantage to the City and indicate why more frequent competition is not practicable.

Section 22.2 Establishment of Contract Period

A. The Director and requesting department shall determine the appropriate contract period based on market conditions, nature of the material or service, and applicable Contract Administration factors.

B. Contracts due to expire prior to a formal solicitation for a new term contract award may be extended on a month to month basis, approved by the Director, to maintain organizational service levels until a new formal solicitation can be conducted and a new contract awarded.

Section 22.3 Authority to Renew

A. The Purchasing Director shall have authority to renew a contract if the original contract, approved by City Council, contains a provision that allows for contract renewals upon mutual agreement of both parties and the Purchasing Director has determined in writing that the vendor is not in breach of contract and is performing satisfactorily.

ARTICLE 23 RIGHT TO INSPECT; AUDIT

A. ***Right to inspect***. The City may, at reasonable times, inspect the place of business of a contractor or any subcontractor which is related to the performance of any contract awarded or to be awarded by the City.

B. ***Right to Audit***. The City may at reasonable times and places, audit the books and records of any person who submits cost or pricing data to the extent that the books and records relate to the cost or pricing data, or audit the books and records of any person under any contract to the extent that the books and records relate to the performance of the contract. Any person who receives a contract, change order or contract modification for which cost or pricing data is required shall maintain the books and records that relate to the cost or pricing data for three (3) years from the date of final payment under the contract, unless a shorter period is otherwise deemed appropriate by the Director.

ARTICLE 24 CONTRACT PROVISIONS AND AMENDMENTS

A. The Director and the City Attorney's office shall require inclusion in all contracts various provisions regarding appropriate remedies, time of performance, insurance, assurance, price increase limits, options to renew, cost reimbursement and any other terms and conditions, considered to be protective clauses and advantageous to the City.

Section 24.1 Standard Provisions

The Director and the City Attorney's office shall prepare and make available standard contract language for contracts subject to this Procurement Code Manual and State of Arizona statutory requirements. Any modification, deletion, or addition to established contract language shall only be made with the prior approval of the Director and City Attorney's office.

Section 24.2 Effective Dates

All contracts shall state an effective date, initial term of the contract and any contract renewal options after the initial contract term expires and, if applicable, performance dates or notice requirements for implementation date.

Section 24.3 Contract Review Process

A. All contracts shall be reviewed by the Purchasing Agent and the City Attorney's office prior to issuance of a solicitation or execution by the Bidder or Proposer for the purpose of including all applicable contract provisions advantageous to the City.

B. When deemed appropriate, the Director may also require review and approval by other City Staff.

Section 24.4 Contract Preparation Process

A. All contracts shall be referenced by a number assigned by the Procurement Agent.

B. Contracts shall be awarded according to Section 26.1 "Notice of Intent to Award".

C. Formal contracts, at minimum, shall be prepared and signed in triplicate**.** The successful Bidder or Proposer shall sign the contract first, whenever possible. The contract shall then be routed using a "Document Tracking" form to the City Attorney's office for an Attorney's signature and then routed to the City Clerk's office for signature by the City Manager or Mayor, as appropriate, and then signed by the City Clerk. The distribution of signed contracts shall be as follows: one (1) original copy to the Bidder or Proposer, one (1) original copy to be put in the solicitation file within the Purchasing Section and one (1) original copy to the City Clerk's office.

Section 24.5 Contracts to be Maintained by the City Clerk

A. A copy of all original signed contracts, including any associated amendments, shall be forwarded to the City Clerk who shall assign a contract number and maintain all City wide contracts.

Section 24.6 Contract Amendments

Contracts may be amended if the Director, end-user and the City Attorney's office determines, in writing, that such modification is advantageous to the City, except contracts originally awarded by the City Council may be amended only with the approval of the City Council, unless the amendment is to provide necessary clarification, provided by the Director and City Attorney's office, to eliminate varying interpretation.

A. Amendments to contracts shall include signatures of all parties signing the original contract, except where personnel changes have been made to authorized agents of a business entity or the positions of authority within the City. Contract amendments shall be drafted or reviewed by the Purchasing Section and the City Attorney's office prior to signing by the vendor.

B. Amendments that increase the total expenditure commitment from the informal to formal procurement limit are subject to approval through the formal contract award process as required in Section 26.1 "Notice of Intent to Award".

C. Contract amendments shall not alter the terms and conditions or scope of work to the extent that, had the contract been bid in the modified state, the resulting low Bidder could have changed, or to the extent that the bid participation could reasonably have been expected to have increased.

Section 24.7 Contract Amendment Preparation

A. Contract amendments shall be prepared in triplicate, using the standard format provided by the Director, and shall be numbered the same as the original contract and routed in accordance with the same procedures outlined in Section 24.3, "Contract Preparation Process".

B. Contract amendments shall be signed by all parties signing the original contract.

Section 24.8 Contract Amendment Process

A. Changes not within the context of the original scope of work may not be accomplished with a change order, but shall require a Contract amendment and City Council approval if the contract amount is at or higher than the formal procurement limit of $50,000.

B. Contract amendments shall be reviewed and approved prior to the signing by the vendor in the following sequence:

1. Purchasing
2. City Attorney's Office
3. City Council (If contract amount is at or higher than $50,000)

C. A copy of any contract amendment shall be sent to the Purchasing Office for inclusion in the procurement file. When applicable, a memo citing the original Purchase Order number shall be attached to the modification to authorize increase/decrease to the encumbrance by the amount needed to meet the new contractual commitment.

ARTICLE 25 CHANGE ORDERS

A. *Change Orders*

The City of Flagstaff recognizes the need for City staff to review and approve change orders; task orders that exceed the City Council approved contract amounts; field orders that exceed the authorized limits; and purchase orders for capital projects that exceed the established limit in the City Procurement Code Manual.

The purpose of the Change Order Committee shall have authority to:

1. Review and recommend to City Council approvals, modifications, or disapprovals of design and construction change orders exceeding the time and/or dollar contractual amounts approved by the City Council;

2. Review and approve individual task orders for on-call consultant services that exceed $100,000 or 365 calendar days;

3. Review and approve field orders that exceed $100,000 or 60 calendar days;

4. Review and recommend to City Council approval of dollar and time amounts for engineering studies, feasibility studies, reports, contracts, and purchase orders for capital projects that exceed the amount approved by the City Council or that exceed the purchasing limits, as outlined in this Procurement Code Manual; and

5. Review anticipated purchases by the City that require approval as determined by the City Manager, City Attorney, or City Director.

Section 25.1 Change Order Process

A change order shall be in written form for any and all changes in the contract's time, conditions or compensation. This written change shall be submitted to the Change Order Committee.

A. Exception 1 – A Field Order, which is a written and limited change order that is issued under the Contract Allowance provision, OR OWNER (CITY) AND CONTRACTOR CONTINGENCIES, does not require Change Order Committee action.

Staff shall have the following field order authorities:

Project Manager – INCREASE BY AN AMOUNT UP TO $10,000 and UP TO AND THROUGH 10 calendar days.
Section Head – INCREASE BY AN AMOUNT UP TO $25,000 and UP TO AND THROUGH 30 calendar days.
Division Head – INCREASE BY AN AMOUNT UP TO THE full ~~contact~~ CONTRACT allowance amount and UP TO AND THROUGH 60 calendar days.

Field Orders that exceed $100,000 or 60 calendar days require the Change Order Committee to approve the field order. The Change Order Committee can approve extensions with a "no time limit" cap, if it is a no cost change.

B. Exception 2 – A Task Order, which is a written and limited order for a scope of work and is issued under the "On-Call" Consultant Contract, does not require Change Order Committee action.

Staff shall have the following Task Order authorities:
Project Manager – INCREASE BY AN AMOUNT UP TO $10,000 and UP TO AND THROUGH 10 calendar days.
Section Head – INCREASE BY AN AMOUNT UP TO $25,000 and UP TO AND THROUGH 60 calendar days.
Division Head – ~~Contract Allowance,~~ INCREASE BY AN AMOUNT up to $100,000 and UP TO AND THROUGH 120 calendar days.

Task Orders that exceed $100,000 or 120 calendar days require the Change Order Committee to approve the task order. The Change Order Committee can approve extensions with a "no time limit" cap, if it is a no cost change.

C~~D~~. Change Orders that increase the total expenditure commitment from the informal to formal procurement limit are subject to approval through the formal contract award process as required in Section 26~~.1 "Notice Of Intent To Award"~~ "AWARD OF CONTRACT".

D~~E~~. THE CITY MANAGER MAY BE GIVEN ~~No c~~Change ~~o~~Order~~(s)~~ AUTHORITY IN AN AMOUNT APPROVED BY COUNCIL A TIME OF CONTRACT AWARD. ONCE THAT AUTHORITY IS EXPENDED, OR IF CHANGE ORDER AUTHORITY IS NOT APPROVED, THEN ANY CHANGE ORDER THAT MEETS OR EXCEEDS $50,000, WHETHER INDIVIDUALLY OR IN THE AGGREGATE WITH OTHER CHANGE ORDERS APPROVED FOR THE CONTRACT, SHALL BE SENT TO COUNCIL FOR FINAL APPROVAL WITH A RECOMMENDATION FROM THE CHANGE ORDER COMMITTEE. ~~shall exceed 25% of the original contract amount of a professional services contract, 15% of the original contract amount of a construction project, 25% of the original contract amount for all other types of contracts OR $50,000; whichever is greater without Council approval.~~

E~~C~~. A Contractor may proceed with approved work only upon receipt of a fully executed Change Order and direction of the Purchasing Agent or Project Manager. Due to

extenuating circumstances, confirming Change Orders are allowed upon PROJECT MANAGER'S AND Director'S ~~and Project Manager~~ approval.

F. The City's Project Manager shall be responsible for routing of the change order form and obtaining Contractor approval. One (1) original of the completed and approved Change Order(s) shall be included in the contract file maintained by the Purchasing Agent. Copies shall be sent to Purchasing immediately after all applicable reviews and approval.

G. FOR CONTRACT DOCUMENTATION PURPOSES, A copy of any Change Order shall be sent to the Purchasing Office for inclusion in the procurement file. ~~When applicable, A~~ memo citing the original Purchase Order number shall be attached to the Change Order to authorize increase/decrease to the encumbrance ON THE PURCHASE ORDER by the amount needed to make the new contractual commitment.

Section 25.2 Change Order ~~Conditions~~ THRESHOLDS

A. Contract Allowance - Contract allowances (CA) SHALL ONLY BE INCLUDED FOR DESIGN/BID/BUILD CONSTRUCTION PROJECT DELIVERY METHODS THAT UTILIZE A FORMAL SOLICITATION, INVOLVING DESIGN AND CONSTRUCTION CONTRACTS FOR RECOMMENDATION OF AWARD BY CITY COUNCIL. CA of UP TO 5%, 7.5% or 10%, SHALL BE BASED ON THE CONTRACT AMOUNTS REFERENCED BELOW, AND ~~will~~ MAY be added to all DESIGN/BID/BUILD design and construction contracts. ~~The allowance is~~ based on the engineer's estimate OR THE RESPONDENT'S BID, WHICHEVER IS LOWEST. ~~and will be included in design contracts for recommendation of award by City Council. The allowance will also be included in the bid for construction contracts for recommendation of award by City Council.~~

Contract amount*	Contract Allowance
~~o~~Over $1,000,000 in value	~~allowance of~~ UP TO 5%
~~f~~From ~~$999,999.99~~ $250,000 TO $1,000,000	~~allowance of~~ UP TO 7.5%
Below $250,000	~~allowance of~~ UP TO 10%

B. Administrative Change ORDERS – ADMINISTRATIVE CHANGE ORDERS (ACO) MAY ONLY BE INCLUDED FOR DESIGN/BID/BUILD CONSTRUCTION PROJECT DELIVERY METHODS THAT UTILIZE A FORMAL SOLICITATION, INVOLVING DESIGN AND CONSTRUCTION CONTRACTS FOR RECOMMENDATION OF AWARD BY CITY COUNCIL. CONSTRUCTION MANAGER AT RISK AND DESIGN/BUILD CONSTRUCTION PROJECT DELIVERY METHOD CONTRACTS SHALL NOT INCLUDE AN ACO. THE USE OF ACO IS APPLICABLE WHEN A COUNCIL APPROVED CA DOLLAR AMOUNT HAS BEEN FULLY EXPENDED AND ADDITIONAL FUNDS ARE NECESSARY TO COVER UNANTICIPATED CHANGE ORDERS. ~~A ten-percent (10%) Administrative Change Order (ACO) amount may be included in all design and Administrative Authorization~~

~~Contract Amount~~	~~Allowance~~	~~Administrative CO.~~	~~Total~~	~~Total Percentage~~
~~$12,000,000~~	~~$600,000~~	~~$500,000~~	~~$1,100,000~~	~~9.2%~~
~~5,000,000~~	~~250,000~~	~~500,000~~	~~750,000~~	~~15.0%~~
~~1,000,000~~	~~50,000~~	~~100,000~~	~~150,000~~	~~15.0%~~
~~500,000~~	~~37,500~~	~~50,000~~	~~87,500~~	~~17.5%~~
~~100,000~~	~~10,000~~	~~10,000~~	~~20,000~~	~~20.0%~~

~~construction contracts to be considered by the City Council.~~ WHEN ACOS ARE DEEMED APPROPRIATE, the ACO ~~amount~~ PERCENTAGE CAN BE UP TO 10% of the total contract less the Contract Allowance amount. The ACO shall not exceed $500,000.

~~Task order – These are authorized scopes of engineering/design work issued to consultants who have approved on-call contracts with the City.~~

C. OWNER'S AND CONTRACTOR'S CONTINGENCIES – THE USE OF AN OWNER'S (CITY) AND CONTRACTOR'S CONTINGENCY SHALL ONLY BE ALLOWED FOR CONSTRUCTION MANAGER AT RISK AND DESIGN/BUILD CONTRACTS. THESE CONTINGENCIES ARE NEGOTIATED DURING THIS PROCUREMENT PROCESS.

D. JUSTIFICATION DOCUMENTATION – IF A CONTRACT ALLOWANCE, ADMINISTRATIVE CHANGE ORDERS OR OWNER (CITY) AND CONTRACTOR CONTINGENCY IS RECOMMENDED FOR A CONSTRUCTION PROJECT, THE PROJECT MANAGER SHALL COMPLETE A "CA/ACO/CONTINGENCY JUSTIFICATION FORM" FOR REVIEW AND APPROVAL BY THE SECTION OR DIVISION HEAD. THE FORM SHALL INCLUDE DETAILS TO WHY THE RECOMMENDATION IS BEING MADE INCLUDING ESTIMATED COST FOR EACH REQUEST. THIS FORM SHALL BE ATTACHED TO THE STAFF SUMMARY FOR COUNCIL REVIEW.

E. SUMMARY OF CHANGE ORDER THRESHOLDS – THE FOLLOWING MATRIX ILLUSTRATES THE USE OF CONTRACT ALLOWANCE, ADMINISTRATIVE CHANGE ORDERS, AND OWNER AND CONTRACTOR CONTINGENCY AND WHICH OF THE CONSTRUCTION PROJECT DELIVERY METHODS EACH OF THESE ARE APPLICABLE TO:

Type of Construction Project Delivery Method	Contract Allowance	Change Order Authority (*)	Owner Contingency	Contractor Contingency
Design/Bid/Build: Formal Solicitations	Percentage Based on Contract Amount, with Justification	Up to 10%, with Justification	Not Allowed	Not Allowed
CMAR: Request for Statements of Qualifications	Not Allowed	Not Allowed	Negotiated	Negotiated
Design/Build: Request for Statements of Qualifications	Not Allowed	Not Allowed	Negotiated	Negotiated

*Not to exceed $500,000

Section 25.3 Change Order COMMITTEE ~~Membership~~

The Change Order Committee Members will consist of the following:

1. Public Works Director or designee
2. ~~Utilities~~ WATER SERVICES Director or designee
3. City Attorney or designee
4. City Engineer or designee
5. Purchasing Director or designee

THREE COMMITTEE MEMBERS MUST BE PRESENT FOR THE MEETING TO OCCUR. SIGNATURES OF ABSENT COMMITTEE MEMBERS MAY BE OBTAINED AT A LATER TIME.

A. The City Manager shall designate a Chair who shall preside over all the meetings, establish agendas, and distribute meeting minutes. THE CHANGE ORDER COMMITTEE MEETINGS ARE OPEN TO THE PUBLIC, BUT ARE NOT FORMAL PUBLIC MEETINGS FOR OPEN MEETING LAW PURPOSES.

B. The Change Order Committee WILL meet ~~on Thursdays (as necessary) at 7:15 a.m. (during summer hours) and 8:15 a.m. (during winter hours)~~ AT A TIME AGREED UPON BY THE MEMBERS in the Council Conference Room, OR OTHER LOCATION IDENTIFIED IN THE AGENDA.

C. An electronic copy of all ~~c~~Change ~~o~~Orders SHOULD be submitted to the Committee Chair ~~person~~ by noon on Monday to be scheduled for the following Thursday's meeting. HOWEVER, URGENT REQUESTS MAY BE BROUGHT BEFORE THE CHANGE ORDER COMMITTEE AS WALK-ON ITEMS.

D. Three original ~~c~~Change ~~o~~Orders, signed by the Project Manager and Department Head shall be given to the Committee Chair~~person~~ after the ~~c~~Change ~~o~~Order has been approved. The Committee Chair~~person~~ will obtain all other necessary signatures including the contractor or consultant and distribute copies to the Project Manager.

ARTICLE 26 AWARD OF CONTRACT

The City Council shall award all contracts for materials, services and construction that meet or exceed the formal procurement limit as set forth in Article 7(B), "Formal Procurement Limit." The Purchasing Director shall award all contracts less than the formal procurement limit.

Section 26.1 Notice of Intent to Award

A. Contracts requiring Council award shall be summarized in a staff summary and posted for at least five days on the City's website prior to award.

1. After Council award, Purchasing shall issue a Notice of Award, along with any associated supplemental Agreement. The Notice of Award shall require that all applicable documents (e.g., insurance certificates, performance and payment bonds and signed Agreement) be submitted to the City within ten (10) days.

2. The Purchasing Agent shall issue a Notice to Proceed for construction and service contracts upon receipt of the, insurance certificates, signed agreement and any applicable bid, performance and payment bonds.

ARTICLE 27 SPECIFICATION GUIDELINES

The Director shall establish guidelines governing the review and approval of specifications for materials, services and construction required by the City as secured through the formal or informal procurement process.

Section 27.1 Content of Specifications

The Director shall establish guidelines governing the content of specifications used in City procurements to ensure adequate competition.

Section 27.2 Samples/Demonstrations

A. Samples of materials, when required during the solicitation process, shall be submitted in accordance with the instructions in the solicitation.

B. Samples shall be furnished, free of charge, to the City submitted with the solicitation and must be accompanied by descriptive memorandum.

C. Bid samples may be held for comparison with deliveries pursuant to a contract award.

D. Samples will be returned according to the time frame included in the solicitation at the Bidder's risk and subject to his expense. The City will not reimburse the vendor for any expendable/consumable items that were consumed during the bid evaluation process.

Section 27.3 Specification Approval

The Purchasing Agent retains the authority to approve or disapprove all specifications to be used in a solicitation.

Section 27.4 Specifications Guidelines

A. A specification may provide alternate descriptions of materials, services, or construction items where two or more design, functional, or performance criteria will satisfactorily meet the City's requirements.

B. To the extent practicable, a specification shall not include any solicitation term or condition, or any contract term or condition.

3. To the extent practicable, if a specification for a common or general use item has been developed, or a qualified products list has been developed for a particular material, service, or construction item, it shall be used.

D. To the extent practicable, specifications shall emphasize functional or performance criteria. When using performance specifications all brands bid shall be evaluated after receipt of bids to determine those meeting specifications.

E. To the extent practicable, specifications shall be written as minimum standards.

F. Unless otherwise specifically stated in the solicitation, any equipment or materials specified shall be standard, new, and state-of-the-art in quality and design, and shall comply fully with all applicable federal and Arizona laws and regulations.

Section 27.5 Maximum Practicable Competition; Brand Name or Approved Alternate; Qualified Products List

A. ***Maximum Practicable Competition***. All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the City's needs and shall not be unduly restrictive.

1. To the extent practicable and unless otherwise permitted by this section, all specifications shall describe the City's requirements in a manner that does not unnecessarily exclude a specific material, service or construction item.

2. Proprietary or brand name specifications shall not be used unless the Director determines in writing that such specifications are required and demonstrate technological justification and that it is not practicable or advantageous to use a less restrictive specification.

3. To the extent practicable, the City shall use accepted commercial specifications and shall procure standard commercial materials and avoid proprietary specifications whenever practicable.

B. ***Brand name or approved alternate***. A brand name or approved alternate specification shall only be used when the Director determines in writing that use of a brand name or approved alternate specification is advantageous to the City and the solicitation provides for the submission of equivalent products. The solicitation document shall state that "the City reserves the right to determine what is considered an equivalent product."

1. A brand name or approved alternate specification shall designate as many different brands as are practicable or approved alternate specifications.

2. A brand name or approved alternate specification shall include a description of the particular design, functional, or performance characteristics that are required, unless the Director determines in writing that the essential characteristics of the brand names designated in the specifications are commonly known.

3. A solicitation that uses a brand name or approved alternate specification shall explain that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. The solicitation shall state that products substantially equivalent to those brands designated shall qualify for consideration.

C. ***Qualified products list***. A qualified products list may be prepared and utilized, if the Purchasing Agent determines in writing that testing or examinations of the material or construction items prior to the issuance of the solicitation is desirable or necessary in order to best satisfy the City's requirements. As many potential suppliers as practicable shall be solicited to submit products for testing and examination to determine acceptability for inclusion on a qualified products list. Any potential supplier, even though not solicited, may offer its products for consideration in accordance with the schedule or procedure established for this purpose. The qualified products list shall not be modified after the solicitation is issued.

Section 27.6 Inspections and Tests

A. The inspection or testing of any material to verify specification adherence or qualify for a products list, shall be performed in a manner established on a case by case basis.

B. If testing is required, the requirements shall be included in the solicitation.

C. The City reserves the right to require testing or inspection by a recognized testing laboratory or consultant selected by the City.

D. The cost of testing or inspection shall be borne by the Bidder submitting a bid for the products the City is requesting.

Section 27.7 Proprietary Specifications

Proprietary specifications are not justified by past success in performance, the inconvenience of writing specifications, or the desire to maintain a single brand that is not supported by technological justification.

Section 27.8 Product Testing Guidelines

City Staff may test materials or services in a manner agreed upon with the material or service supplier provided the following guidelines are applied:

A. City Staff is not required to test solely for supplier's benefit;

B. City Staff may not accept materials for testing unless those materials have been purchased through purchasing procedures provided by this Procurement Code Manual;

C. Any testing shall be at the direction and convenience of City staff;

4. The City's name may not be used by any person in connection with any advertising sale, or promotion of any product tested by the City staff; and

E. Any materials testing shall be pursuant to industry standard testing of materials and a written testing agreement shall be in place between the City and the supplier. The Director must be notified of all testing agreements prior to commencement of testing.

Section 27.9 Specifications Prepared by Architects; Engineers; Consultants

All specifications prepared for City contracts shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the City's needs and shall not be unduly restrictive. In the event that suitable specifications cannot be developed by City staff, the Director may retain a specification consultant for the purpose of assisting with the writing of the specifications. The consultant shall be selected pursuant to either Section 7.1, "Informal Procurement Process", or Article 11, "Formal Procurement Process—Request for Proposals".

Section 27.10 Preparation of Specifications by Persons Other than City Personnel

A. The City may contract for the preparation of specifications with persons other than City personnel including, but not limited to, consultants, architects, engineers, designers, manufacturers, and others.

B. The requirements of Article 27, "Specifications Guidelines" shall apply to all specifications prepared by vendors, including, but not limited to, those prepared by consultants,

architects, engineers, designers, and other draftsmen of specifications for public contracts. Contracts for the preparation of specifications by other than City personnel shall require the specification writer to adhere to such requirements.

C. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which the specification was prepared nor is the preparer eligible to supply any product to a Bidder or Proposer on the solicitation for which the specification was prepared; provided however, the Director may make an exception to this provision when justified by the business practices of the applicable industry or it is otherwise in the best interest of the City. The Purchasing Agent shall place in the solicitation file, a written determination, including all relevant facts in any case where an exception is made.

D. The terms and conditions of contracts for preparation of specifications shall reference the rule in Subsection C above.

Section 27.11 Recycled and energy consumptive materials; life cycle costing; environmental procurement.

Guidelines shall be established governing the review and approval of specifications for the procurement of selected materials based on considerations of recycling, energy conservation, life cycle costing and other environmental considerations.

Section 27.12 Environmental/Sustainable Procurement Policy

A. A Sustainable Purchasing Policy, hereinafter referred to as Policy, has been established to ensure the procurement of products and services that reduce the consumption of resources and the production of waste, minimize adverse health effects and reduce costs to the City.

The principles of the Policy are rooted in resource efficiency, life cycle perspective, and pollution prevention. Resource efficiency incorporates preference to reusable content and recycled materials over virgin materials, as well energy and water conservation. Life cycle perspective considers the environmental impact of a product or service over its lifetime (raw material extraction, manufacturing, packaging, transport, energy consumption, maintenance and disposal). Pollution prevention incorporates processes and practices that prevent the creation of pollution and wastes, rather than managing these after they have been created.

The Policy requires the City to:

1. Strongly promote the purchase and use of materials, products and services that are fiscally responsible, reduce resource consumption and waste, promote local business opportunities, and promote human health and well-being.

2. Minimize the consumption of non-replaceable natural resources by reviewing current and proposed future usage and evaluating the pros and cons of alternatives.

3. Maximize the reuse and recycling of materials. Require a minimum 50% post-consumer waste recycled content for paper. Require recyclability of products in compliance with the City's recycling program, reusability, and performance consistent with City standards to the extent practicable.

4. Use and require contractors and consultants to use products manufactured with maximum practical amount of recovered material, especially post-consumer material.

5. Stimulate demand for products and services supporting the Policy by letting manufacturers and suppliers know the performance the City expects.

B. The Sustainability Program staff shall provide support to Purchasing and Division Staff in their efforts to meet the requirements of the Policy.

C. Procedures and Guidelines may be established as necessary to ensure the continuation of a strong Sustainable Procurement Program.

ARTICLE 28 DISPOSITION OF SURPLUS PERSONAL PROPERTY

A. *Surplus Personal Property Disposition*

The City Council or designee, may sell, trade, transfer between offices, Divisions or otherwise dispose of surplus personal property pursuant to Article 8, "Contracts", Sections 4, "Transfer and Sale of property Within City Government", and Section 10, "Sale of City Property", number 1 and 3 of the Flagstaff City Charter. Each sale shall be made to the highest responsible Bidder after published notice of the sale in accordance with the following schedule:

1. Informal Process: Personal property having a value of $500.00 or less may be sold without published notice, but written advice of such sale or disposal shall be given to the City Council.

2. Formal Process: Personal property valued in excess of $500.00 shall be sold after published notice of the sale for at least once, but not less than five (5) days prior to the published notice. .

2.1 All personal property disposition under a formal process, shall be sold by public on-site auction, public on-line bidding process or through a formal competitive sealed bid sale process.

2.2 Any surplus property shall be sold through a formal competitive sealed bid sale, when it is more advantageous to the City than holding it for public on-site auction or public on-line bidding.

2.3 All formal sealed bid sales shall be conducted in a manner substantially similar to the procedures established in Article 10, "Formal Procurement Process—Invitation For Bids" and shall include a description of the property for sale and all terms and conditions applicable to the sale.

2.4 Public notice of any sealed bid sale shall be published at least once in the official newspaper, not less than five (5) days prior to the opening of the bids.

2.5 Any surplus property sold under this formal competitive sealed bid sale process, shall be sold to the person making the highest responsive, responsible, offer most advantageous to the City.

Property seized during the course of a police investigation shall not be subject to this Procurement Code Manual until such time as any State and Federal laws have been complied with and the property is declared surplus by the Police Department.

B. *Declaration Regarding Surplus Property*

The disposition of all City owned surplus property shall be determined and handled by the City's Central Warehouse. Divisions shall be responsible for property in their possession and as necessary, may declare such property as surplus and shall complete a surplus property form with all required signatures. This form is available on the City of Flagstaff CityNet and shall accompany all items taken to the Warehouse as surplus property and need to reflect whether the item(s) are operational or not, so the information can be given to Bidders.

Section 28.1 Organizational Need

Prior to pursuing any method for disposal of surplus property, the Division or end-user shall first determine that it is of no use to any other Division. Divisions shall review inventories of personal property to determine the existence of excess or obsolete items that could be declared surplus property and shall notify the Central Warehouse Manager.

Section 28.2 Surplus Property Listing

A listing of surplus property shall be maintained by each Division and such property shall be transferred between Divisions as needed prior to any other disposition method handled by the Central Warehouse. The Central Warehouse shall maintain a surplus property list of all items that are located at the Central Warehouse and scheduled to be sold either through a public on-site auction or public on-line bid sale.

Section 28.3 Surplus Property Trade-In Allowance

Prior to trading for credit against a new purchase or service, the Purchasing Agent shall determine the fair market value and document the disposal in the surplus item file with reference to the Purchase Order for the new materials or services.

Section 28.4 Proceeds From Sales

All proceeds from the sale of surplus property shall be deposited in an established revenue account of the City determined by the Finance Director.

Section 28.5 Donation of Surplus Property

Surplus personal property may be donated to organizations in exchange for services that would benefit the local Flagstaff community, where such value would exceed the revenues generated from a sale through an auction or sealed bid, as determined in writing by the Director. For donations valued in excess of $50.00, the receiving organization shall execute a receipt or contract according to how the donation will be used. Any donation, exceeding $500.00 in value, shall be approved by the City Council.

ARTICLE 29 PROTESTS

An actual or prospective Bidder or Proposer, who is aggrieved in connection with the solicitation or award of a contract, may protest any aspect of a solicitation prior to award of a contract.

Section 29.1 Time for Filing Protests

A. Protests based upon alleged improprieties in a solicitation that are apparent before the solicitation due date shall be filed not less than five (5) working days before the solicitation due date. Contracts shall be final and no protest pursuant to this section may be filed after award.

B. In cases other than alleged improprieties in a solicitation, protests shall be filed within ten (10) days after the aggrieved person knows or should have known the facts and circumstances upon which the protest is based. However, in no event, shall the protest be filed later than ten (10) days after issuance of notification of award.

Section 29.2 Filing of a Protest

A. A protest shall be submitted, in writing, to the Director and shall include the following information:

1. The name, address, telephone number and e-mail address of the Protestant;

2. The signature of the Protestant or its representative;

3. Identification of the solicitation and contract number;

4. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and

5. The form of relief requested.

B. The Director, without waiving the City's right to dismiss the protest for lack of timeliness, may consider any protest that is not filed timely.

C. The Director shall give notice of the protest to the successful vendor if award has been made, or if no award has been made, to all actual or prospective Bidders or Proposers.

D. The Director shall review the formal protest and issue a written ruling within fourteen (14) days of receiving the formal protest in accordance with Section 29.1, "Time for Filing Protests", and Section 29.2, "Filing of a Protest". The Director may also give notice of the ruling to any other persons involved in the solicitation whose interests may be affected by the ruling requested from the Director.

Section 29.3 Stay of Procurements During the Protest

In the event of a timely protest under Section 29.1, "Time for Filing Protests", the City may proceed further with the solicitation or with the award of the contract unless the Director makes a written determination that there is a reasonable probability that the protest will be sustained or that the stay of procurement is not contrary to the substantial interests of the City.

Section 29.4 Confidential Information

A. Material submitted by a Protester shall not be withheld from an interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to Procurement Code Manual provisions for confidential material.

B. If the Protester believes the protest contains material that should be withheld, a statement advising the Director of this fact shall accompany the protest submission.

Section 29.5 Remedies

A. If the Director sustains the protest in whole or part and determines that a solicitation or proposed contract award does not comply with the procurement statutes and regulations, the Director shall implement an appropriate remedy.

B. In determining an appropriate remedy, the Director shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to, the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the procurement process, the good faith of the parties, costs to the City, the urgency of the procurement and the effect of the relief.

C. An appropriate remedy may include one or more of the following:

1. Reissue the solicitation and award a contract consistent with this Procurement Code Manual; or

2. Such other relief as is determined necessary to ensure compliance with the City Charter, City ordinances and/or this procurement Code Manual.

ARTICLE 30 SUSPENSION, DEBARMENT

A. The Director may suspend or debar any person from consideration for award of a contract pursuant to this Procurement Code Manual. Suspension of any person shall not exceed six (6) months. A debarment shall not exceed three (3) years.

B. The causes for suspension or debarment may include, but are not limited to, the following:

1. Conviction of any person or any subsidiary or affiliate of any person for commission of a criminal offense arising out of obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. Conviction of any person or any subsidiary or affiliate of any person under any statute of the Federal Government, this State or any other state for embezzlement, theft, fraudulent schemes and artifices, fraudulent schemes and practices, bid rigging, perjury, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a City contractor.

3. Conviction or civil judgment finding a violation by any person or any subsidiary or affiliate of any person under state or federal antitrust statutes.

4. Violations of contract provisions of a character which are deemed to be so serious as to justify debarment action, such as either of the following:

   a. Knowingly failing without good cause to perform in accordance with the specifications or within the time limit provided in the contract.

   b. Failure to perform or unsatisfactory performance in accordance with the terms of a contract, except that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.

5. Any other cause deemed to affect responsibility as a City contractor, including suspension or debarment of such person or any subsidiary or affiliate of such person by another governmental entity for any cause listed in the established rules.

C. Before imposing a suspension or debarment, the Director shall give the affected party written notice of the grounds for suspension or debarment and shall afford such person an opportunity for hearing.

Section 30.1 Resolution of Contract Controversies - Materials, Services and Construction Contracts

A. The Purchasing Agent and the end-user shall have the authority and responsibility to enforce all performance and terms under all contracts where they are named as Administrator.

B. If any issue regarding performance under the contract cannot be resolved by mutual agreement between the Purchasing Agent/end-user and the Vendor/Contractor shall, through the City Attorney's Office, pursue resolution as provided in the terms of the original contract or under applicable law. The Purchasing Agent shall prepare a written decision informing the vendor of the required performance**.**

1. Final written decision shall include:

   a. A description of the controversy;

   b. A reference to the pertinent contract provision;

   c. A statement of the factual areas of agreement or disagreement;

   d. A statement of the decision, with supporting rationale; and

e. Instructions for appeal

After preparation of the decision, the Contract Administrator shall send the decision to the Director who shall deliver the decision to the Vendor/Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

C. If the Vendor/Contractor fails to comply with all terms of the notice of final decision, the Vendor/Contractor may be declared in default and the contract may be terminated based upon the review and procurement/legal opinion from the Director and City Attorney's Office.

The Vendor/Contractor may be suspended or debarred under the provision of Article 31, "Suspension, Debarment". The Director may render a decision for the suspension and debarment of the Vendor/Contractor if violations of contract provisions of a character which are deemed to be so serious as to justify debarment action, such as either of the following:

a. Knowingly failing without good cause to perform in accordance with the specifications/scope of work or within the time limit provided in the contract.

b. Failure to perform or unsatisfactory performance in accordance with the terms of a contract, except that failure to perform or unsatisfactory performance caused by acts beyond the control of the Vendor/Contractor shall not be considered to be a basis for debarment.

ARTICLE 31 ARIZONA CERTIFIED NON-PROFIT BUSINESSES THAT SERVE OR EMPLOY INDIVIDUALS WITH DISABILITIES

A. The City may purchase or contract for any products, materials, and services directly from Arizona Certified non-profit agencies that serve or employ individuals with disabilities without competitive bidding if the delivery and quality of the products, materials, or services meet the City's reasonable requirements, as determined by the Director and the requesting department.

B. The City may set aside, at minimum, a percentage of its purchases or contracts for any products, materials and services directly from Arizona certified non-profit agencies that serve or employ individuals with disabilities without competitive bidding if the delivery and quality of the products, materials, or services meet the City's reasonable requirements, as determined by the Director and the requesting department.

10. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Leah Bloom, Housing and Grants Administrator
Date:	04/11/2019
Meeting Date:	04/16/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-14: A resolution approving the City of Flagstaff 2019/2020 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD).

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-14 by title only
2) City Clerk reads Resolution No. 2019-14 by title only (if approved above)
3) Adopt Resolution No. 2019-14

Executive Summary:

This staff summary is for the approval of the City of Flagstaff's 2019/2020 Annual Action Plan that is a required submission to the U.S. Department of Housing and Urban Development (HUD) as part of the Community Development Block Grant (CDBG). This document identifies how the anticipated 2019 CDBG allocation will address Flagstaff's community needs identified in the 2016-2020 Consolidated Plan and how funding will be distributed within Flagstaff city limits.

The plan is due to HUD once the City of Flagstaff Housing Section receives notice of its 2019 allocation. As of the date of this report, the Housing Section has not been notified of Flagstaff's 2019 allocation. However, HUD has provided guidance that the City should anticipate the 2019 allocation to be similar to last year's (2018) federal allocation.

Financial Impact:

Approval of the Resolution 2019-14 is critical to the City of Flagstaff receiving its annual CDBG entitlement allocation. The 2019 CDBG estimated allocation is $621,718. In addition, the City of Flagstaff is able to include program income to increase funding available for projects. Those additional funds equal $80,227.48. Therefore, an estimated grand total of $701,945.48 is available for the 2019/2020 program year, through the Annual Action Plan process.

The proposed allocation takes into consideration the City's financial impacts by including the estimated indirect rate of 10%.

Policy Impact:

The City of Flagstaff Council's CDBG Priorities:

- Provide affordable housing (rental and ownership)
- Address homelessness
- Improve neighborhood revitalization
- Promote workforce job training
- Support education/ early childhood development

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

Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.

- Policy NH.1.1. Preserve and enhance existing neighborhoods.

Goal NH.4. All housing is safe and sanitary.

- Policy NH.4.1. Expand the availability of affordable housing throughout the region by preserving existing housing, including housing for very low-income persons.
- Policy NH.4.3.Address accessibility issues and other housing barriers to persons with disabilities or special needs.
- Policy NH.4.4. Encourage green practices in housing construction and rehabilitation that support durable, healthy, and energy efficient homes.
- Policy NH.4.5. Renovate the existing housing stock to conserve energy and reduce utility and maintenance costs for owners and occupants.
- Policy NH.4.7. Enforce compliance with fair housing laws.

Goal NH.5. Eliminate homelessness.

- Policy NH.5.1. Provide adequate resources for families with children experiencing homelessness.
- Policy NH.5.2. Provide adequate resources for individuals experiencing homelessness.
- Policy NH.5.3. Support and expand programs that prevent homelessness.
- Policy NH.5.4. Make transitional housing resources available to populations experiencing homelessness.

Has There Been Previous Council Decision on This:

Staff received Council direction on local priorities during January 29, 2019 which are identified in Policy Impact above and Background/ History below.

Options and Alternatives:

1. Approve Resolution No. 2019-14 and authorize the submission of the Annual Action Plan to HUD after the City of Flagstaff receives its 2019 allocation.
2. Modify Resolution No. 2019-14 and authorize the submission to HUD.
3. Not approve Resolution No. 2019-14 and risk losing the 2019 CDBG allocation.

Background/History:

In order to receive CDBG funding, the City must complete and submit to HUD the required 2019-2020 Annual Action Plan 60 days after Flagstaff's allocations are announced, or on August 16, 2019 (whichever comes first). This plan describes how CDBG funds will be used in the coming year.

Every two years, staff requests funding guidance from Council on CDBG Priorities and the overall CDBG process for the coming two years. In January 2019 Council received an overview of the CDBG program and established five priorities:

1. Provide affordable housing (rental and ownership)
2. Serve those experiencing homelessness
3. Improve neighborhood revitalization
4. Promote workforce job training
5. Support education/ early childhood development

In the 2019 CDBG process, three external agency proposals were received. There was one internal City of Flagstaff request.

Housing staff are responsible for determining whether a proposed activity is eligible and conduct a risk assessment of the project and applying agency. Federal funds require administrative knowledge, capacity to ensure compliance and timely expenditure of funds. A ranking committee comprised of three community representatives and three City staff met to review the external proposals and rank them by consensus. Rankings primarily serve as a risk and benefit assessment and are the guiding input for staff recommendations forwarded to City Council.

Below is a list of the proposals in order of ranking. The proposals are divided between Housing and Public Service categories as HUD has two separate funding limits and different criteria. Internal City of Flagstaff proposals are presented to meet City Council priorities or other unmet needs in the community and are not ranked (NR) competitively with the other proposals, since the City would administer these projects directly. A comprehensive Proposal Book that includes each of the below proposals was distributed to Council on April 3, 2019 and a hard copy was available in the Council office.

Housing Activities	Proposal/Projects	Request	Ranking
Housing Solutions of Northern Arizona	Transitional Housing for Victims of Domestic Violence – Expanding Sharon Manor	$300,000.00	142
Flagstaff Family Food Center	Food Center & Kitchen Rehabilitation	$175,000.00	108
City of Flagstaff	Owner Occupied Housing Rehabilitation Program	$250,000.00	Internal Not Ranked

Public Service Activity	Proposal/Project	Request	Ranking
Flagstaff Shelter Services	Employment Navigation Services for Individuals Experiencing Homelessness	$100,000.00	131

Key Considerations:

In order to receive CDBG funding, the City must complete an Annual Action Plan that describes how CDBG funds will be used in the coming year and how the activities will accomplish goals outlined in the 2016-2020 Consolidated Plan.

The creation of the Consolidated Plan is an extensive process involving public and stakeholder input (gathered through surveys, public meetings and a 45 day public comment period), community needs assessments and a housing market analysis. The data outlined in the Consolidated Plan helps determine the relative priority of activities and the populations that will be served in the coming years. HUD allows two priority designations – high and low. Assignment of priority does not reflect a lack of need for any particular population or activity; it merely identifies those conditions that are most likely to be addressed with limited CDBG funding.

- High (H) priority activities are likely to be funded with CDBG resources during the next five years.
- Low (L) priority activities may be funded as opportunities arise.

The table attached summarizes planned CDBG activities, the priority level and 5-year numeric goal for each. Activities that will be targeted to special populations are indicated. The table is designed to meet HUD requirements.

Expanded Financial Considerations:

Per HUD's guidance, the City of Flagstaff has estimated the 2019 allocation will be the same as last year's federal allocation.

For the 2019 Annual Action Plan, the Housing Section received fewer proposals with larger asks. Therefore, the ranking committee, along with staff are recommending that the City of Flagstaff partially fund each project.

Once the HUD allocation is awarded to the City of Flagstaff and with Council's approval, the Housing Section plans to treat the allocation implementation as follows:

2019/2020 Estimated Allocation Funds

Total Estimated 2019 Entitlement Award	$621,718.00
Program Income (PI) and reallocated funds	$80,227.48
Total Estimated Available	**$701,945.48**
Administration (20%)	
Grant Compliance and Administration	$72,539.49
Estimated City Indirect Rate of 10%	$63,813.00
Total Administration	**$136,352.49**

2019 CDBG Funding Recommendations

Housing/Econ. Development Activities	**Recommended Funding**
Housing Solutions of Northern Arizona – Transitional Housing for Victims of Domestic Violence – Expanding Sharon Manor	$260,000.00
Flagstaff Family Food Center – Food Center & Kitchen Rehabilitation	$25,000.000
City of Flagstaff - Owner Occupied Housing Rehabilitation	$220,592.99
Total Housing/Econ. Development Activities	**$505,592.99**
Public Service Activities (15% Cap)	**Recommended Funding**
Flagstaff Shelter Service - Employment Navigation Services for Individuals Experiencing Homelessness	$60,000.00
Total Public Service Activities	**$60,000.00**
Administration	$136,352.49
Total City of Flagstaff Fund Request	**$701,945.48**

- If funding increases, the surplus dollars would fully fund the request of Housing Solutions of Northern Arizona, then fund the City of Flagstaff's Owner Occupied Housing Rehabilitation Program and then fund Flagstaff Shelter Services. (not to exceeding HUD's 15% public service cap.).
- If the City of Flagstaff's entitlement decreases, each awarded project would decrease by an equal percentage.

Community Benefits and Considerations:

In program year 2018, CDBG leveraged $787,133.60 in expenditures with $3,912,323 in other, private or public funds and served 5,600 low to moderate income individuals and 64 Flagstaff households. In 2018 66% of CDBG funding was spent in target neighborhoods.

Community Involvement:

Public process requirements for the Annual Action Plan offer extensive community involvement and collaboration ranging from public meetings and public comment periods to a ranking focused committee.

First Public Meeting – January 29, 2019

- Display advertisement (January 6 & 13, 2019 – AZ Daily Sun)
- Established 2019 City Council CDBG Priorities during Council Meeting

First Public Meeting – January 11, 2018

- Display advertisement (January 6 & 13, 2019 – AZ Daily Sun)
- Meeting to discuss the CDBG proposal process and the Annual Action Plan

Second Public Meeting – March 8, 2018

- Display advertisement (February 10 & 17, 2019 – AZ Daily Sun)
- Meeting to review the submitted proposals and allowed public comment in preparation for making funding recommendations to City Council

With efforts to attract a diverse group of social service agencies, emails were distributed to all members of Coconino County's Continuum of Care (300 members). Additionally, agencies that had previously requested information and/or had been involved in the CDBG proposal process in prior years received personal invitations. The proposal format was provided at the first public meeting and placed on the City website with a deadline of February 22, 2019. Three external agency proposals were received along with one City of Flagstaff request.

Expanded Options and Alternatives:

1. Approve Resolution No. 2019-14 and authorize the submission of the Annual Action Plan to HUD.
2. Modify any or all of the Resolution No. 2019-14.
3. Not approve Resolution No. 2019-14

Attachments: 2019 Draft Annual Action Plan
Proposals
Res. 2019-14

City of Flagstaff

FY 2019 HUD Annual Action Plan

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Submitted to the
US Department of Housing and Urban Development
May 15, 2019

Executive Summary

EQUAL HOUSING OPPORTUNITY

OMB Control No: 2506-0117 (exp. 06/30/2019)

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Annual Action Plan (Action Plan) is submitted to the U.S. Department of Housing and Urban Development (HUD) and serves as the formal application for the use of Community Development Block Grant (CDBG) entitlement funds received by the City of Flagstaff.

2. Summarize the objectives and outcomes identified in the Plan

The Action Plan defines the one-year activities in relationship to the five-year goals and objectives of the Consolidated Plan covering Fiscal Years 2016-2020, submitted to HUD on May 15, 2016. The Action Plan provides a brief description of the programs and projects of the City of Flagstaff in Fiscal Year 2019-2020, as well as funding announcements for the CDBG program. The City established four priorities based on the analysis of market and community conditions, and input from Flagstaff residents and service providers:

1. Revitalization, Public Facilities & Infrastructure, Public Services & Economic Opportunities Addressing Homelessness Decent Affordable Housing

The Community Development Block Grant program is provided through the US Department of Housing and Urban Development (HUD) Office of Community Planning and Development. Due to its size and composition, the City of Flagstaff is classified as an 'entitlement community'. This means that Flagstaff does not apply for the CDBG program but is awarded CDBG funds at a level based on a HUD formula involving population and demographics. To receive CDBG funds, every five years the City must complete a Consolidated Plan and an Annual Action Plan, based on the Consolidated Plan that details the uses of funds. Congress' primary objective for CDBG is to improve communities, principally for low and moderate-income persons by:

1. Providing Decent Housing,
2. Providing a Suitable Living Environment, and
3. Expanding Economic Opportunities.

3. Evaluation of past performance

Flagstaff is proud of the accomplishments achieved. In the past two years, CDBG has served 2,480 individuals and 47 households. During the coming year the City will continue to utilize viable resources and successfully administer CDBG sub-recipient contracts to improve the quality of life in the community.

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The city strives to utilize CDBG funds in target neighborhoods; however, the actual distribution of funds to target areas depends on the number and type of proposals received. Last fiscal year, 66% of CDBG funding was expended in the target neighborhoods. This fiscal year, the city will expend 100% of CDBG funding citywide.

4. Summary of Citizen Participation Process and consultation process

The consultation and public participation process for the development of this year's Annual Action Plan consisted of five public meetings and one-on-one technical assistance with interested agencies. The draft Annual Action Plan was made available for public comment from March 1, 2019 to April 1, 2019. The funding allocations in this plan were brought to the City Council during a public meeting held on April 9, 2019 and were approved by City Council on April 16, 2019.

Flagstaff City Council's CDBG priorities for 2019 are homelessness, housing (rental and ownership), workforce job training, education (early childhood development) and neighborhood revitalization. The first public meeting, held on January 31, 2019, began the Annual Action Plan process. It introduced the public to the planning stages and solicited public participation for the CDBG Request for Proposal process. On February 28, 2019, a public meeting was held to discuss and receive comment on the proposals submitted.

On April 9, 2019, staff presented the ranked proposals to City Council and received final decision on the selected proposals at the City Council Meeting.

Notice of public meetings was published at least two weeks prior to each meeting in the Arizona Daily Sun, a newspaper of general circulation and to members of the local Continuum of Care. The Continuum of Care has developed an extensive mailing and email list that includes over 300 people who represent organizations that serve homeless and at-risk households, mainstream service and housing agencies, community development organizations, civic leaders, etc. This list is used to regularly inform these agencies of planning efforts, funding opportunities, changes in policy and practice or any other information that agencies may find useful.

Emails and notices provided information about the topic of the forum or meeting, location, and how comments could be submitted if the person(s) was unable to attend. The forums and meetings were held in handicapped accessible locations. Accommodations for those with hearing and special language needs were made on an as needed basis when at least twenty-four-hour notice was provided to the City.

5. Summary of public comments

During the one-month public comment period, the below comments were received

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- TBD

6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments were accepted.

7. Summary

Not Applicable

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PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Agency Role	Name	Department/Agency
CDBG Administrator	FLAGSTAFF	City of Flagstaff Housing Section

Table 1 – Responsible Agencies

Narrative

The City's Housing Section is the HUD "lead agency" for the Consolidated Plan and Annual Action Plan. The Housing Section is part of the City's Community Development Division. In addition to Housing, the Community Development Division includes the Engineering, Planning and Development Services sections.

The Housing Section works to address the shortage of affordable housing with several programs and tools. In addition to administration of the CDBG program, the Housing Section performs four primary functions.

- Research and Planning: Key to this focus area is the identification and maintenance of data pertinent to housing in Flagstaff and nationally, the creation and implementation of plans, the location and review of best practices and additional tools being used in other communities, and project specific planning.
- Policy: The development and subsequent implementation of policy initiatives are critical to the success of the City of Flagstaff's overall housing and economic development goals. In general, policy development and implementation are designed to enhance City program effectiveness, identify gaps or underserved groups, and enhance the private sector's ability to provide market-based solutions.
- Housing Programs and Development: This focus area encompasses programmatic areas, as well as the implementation of previous planning efforts, resulting in the creation of housing opportunities.

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The City of Flagstaff Housing Authority (FHA) manages 265 public housing units, 333 Housing Choice Vouchers, 106 Veterans Affairs Supportive Housing (VASH) vouchers, 80 apartment-style residences for a non-profit corporation and 12 Singe Room Occupancy (SRO) vouchers for Seriously Mentally Ill (SMI).

Consolidated Plan Public Contact Information

City of Flagstaff, Housing Section

Leah Bloom, Housing and Grants Administrator

211 West Aspen Avenue

Flagstaff, Arizona 86001

LBloom@flagstaffaz.gov

(928) 213-2752

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

In developing the 2019 Annual Action Plan, the City consulted with agencies providing services related to housing, social services, elderly persons, disabled persons, persons with HIV/AIDS, children experiencing neglect, and individuals and families impacted by homelessness. Agencies participating in the Annual Action Plan public meeting were.

1. Coconino County Community Services
2. Flagstaff Shelter Services
3. The Guidance Center
4. Housing Solutions of Northern Arizona
5. Catholic Charities of Northern Arizona
6. City of Flagstaff
7. Southwest Fair Housing Council

Activities that serve a special population, including homeless populations, and projects located in target neighborhoods received additional points in the ranking process. The City also gives points to activities that evidence community collaborations including leverage, staffing partnerships, other formal agreements, and letters of support.

The City Housing Section works with coordinated entry, various agencies, committees along with City and County departments to coordinate resource delivery to eligible households. The City supports developers, when appropriate, that are seeking funding for Low Income Housing Tax Credits and provides support to other projects that will serve Flagstaff's low and moderate-income households.

The City Housing Section works with Coconino County and various City and County departments to coordinate resource delivery to eligible households. The City supports developers, when appropriate, that are seeking funding for Low Income Housing Tax Credits and provides support to other projects that will serve Flagstaff's low and moderate-income households.

Continuum of Care and Efforts to Address Homeless Persons Needs

The City participates with the Coconino County Continuum of Care (managed by the Arizona Department of Housing), including working groups, sub-committees and advisory groups around specific homeless and at risk-populations. These meetings bring together shelter providers, prevention providers, housing providers and agencies that deliver prevention, rapid re-housing, emergency and transitional shelter services and permanent supportive housing opportunities. City of Flagstaff staff participate on the Executive Committee.

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The City has lead the Point-In-Time (PIT) steering committee for the last three years and worked with Northern Arizona University to assist in developing the survey instrument for the Balance of State Continuum of Care. In addition, City Staff leads the Flagstaff Project Homeless Connect steering committee and the System Design Steering committee.

City staff has been instrumental in the creation of Front Door Coordinated Entry. The System Design Steering committee has created a single point of entry for coordinated assessment in the Flagstaff area, known as Front Door. Since January 2017, accessing housing and services has been dramatically simplified for those in crisis. When members of the community identify themselves to be in a housing crisis, they can access community services by entering the Front Door Program.

Consultation with the Continuum(s) of Care and Allocation ESG Funds

The City of Flagstaff is not an ESG grantee.

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2. Agencies, Groups, Organizations and Other Participants

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	COCONINO COUNTY
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health Other government - County
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Coconino County Community Services Department (CCCSD) is the largest provider of emergency services in the community, specifically eviction/foreclosure prevention and move in assistance; it is the number one referral agency in both the County and the City of Flagstaff. CCCSD is the recognized Community Action Agency for the County and covers a service area of 18,000 square miles. CCCSD has successfully administered an eviction and foreclosure prevention program for the last thirty-five (35) years. The agency was consulted through public meetings, the public comment period and one on one technical assistance.
2	**Agency/Group/Organization**	Flagstaff Shelter Services, Inc.
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Flagstaff Shelter Services offers homeless individuals shelter and supportive services and is focused on chronically homeless individuals, many of whom have serious psychiatric or substance abuse issues. Flagstaff Shelter Services provides all individuals experiencing homelessness with coordinated entry know as Flagstaff's Front Door. The agency was consulted through public meetings, the public comment period and one on one technical assistance.
3	**Agency/Group/Organization**	The Guidance Center
	Agency/Group/Organization Type	Services-Children Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Health Services - Victims
	What section of the Plan was addressed by Consultation?	Mental Health
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Guidance Center (TGC) is a not-for-profit Community Mental Health Center with locations serving Flagstaff. TGC provides a full range of services, which include everything from general mental health counseling for everyday stressors, to our inpatient psychiatric hospital for acute psychiatric emergencies. TGC is committed to creating healthy individuals, families and communities. The agency was consulted through public meetings, the public comment period and one on one technical assistance.
4	**Agency/Group/Organization**	Housing Solutions of Northern Arizona
	Agency/Group/Organization Type	Housing Services - Housing Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Community Based Development Organization

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Housing Solutions of Northern Arizona (HSNA) is a nonprofit housing organization, founded as the Affordable Housing Coalition in 1990 through the grassroots efforts of local citizens concerned about the lack of affordable housing in the Flagstaff community. HSNA expanded from an advocacy organization to one that focuses on programs designed to help residents identify and maintain safe, decent, and affordable housing. The agency's mission is "building opportunities for sustainable, affordable housing in northern Arizona." The agency was consulted through public meetings, the public comment period and one on one technical assistance.
5	**Agency/Group/Organization**	Catholic Charities of Northern Arizona
	Agency/Group/Organization Type	Services - Housing Services-Children Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Catholic Charities of Northern Arizona continued to monitor the needs of northern Arizona communities and responded by providing life-changing services that protect and nurture children, help strengthen families and assist individuals in crisis. Catholic Charities delivers services in foster care, adoption and pregnancy counseling, North Star youth development and Westside Head Start early education. Over the years in response to community needs, our Catholic Charities has grown to serve veterans and their families, sex-trafficked survivors, victims of domestic abuse, refugees and those experiencing homelessness.
	Agency/Group/Organization	CITY OF FLAGSTAFF

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	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis
5 6.	**Agency/Group/Organization**	The City will continue to utilize CDBG funds in target neighborhoods and owner-occupied housing rehabilitation. These programs serve low to moderate income residents of target neighborhoods, elderly persons and persons with disabilities. The programs improve infrastructure; eliminate health and safety hazards; facilitate ADA accessibility and aging in place; stabilize low income households through reduction of home repair and utility costs; increase building performance; revitalize low income neighborhoods; and preserves entry-level housing stock.
	Agency/Group/Organization Type	Southwest Fair Housing Council
	What section of the Plan was addressed by Consultation?	Far Houing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Southwest Fair Housing Council (SWFHC) was established in 1986. We are a non-profit, tax-exempt fair housing organization based in Tucson, Arizona that provides services throughout Arizona. SWFHC advocates for and facilitates the enforcement of the Federal and State Fair Housing Acts in addition to the Non-discriminatory Ordinances of different Arizonan municipalities.

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Identify any Agency Types not consulted and provide rationale for not consulting

All agencies participated in one on one technical assistance.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Arizona Department of Housing	The Balance of State Continuum of Care (BOSCOC) is a collaborative and inclusive community-based process for planning and managing homeless assistance resources and services effectively and efficiently to end homelessness in thirteen (13) counties of Arizona. Goals in Coconino County's BOSCOC Strategic Plan include action items such as improving the implementation of Coordinated Entry; to continue conducting the County's annual Point in Time Count; to work collaboratively with stakeholders, funders and housing providers to create community housing needs assessment, etc.

Table 3 – Other local / regional / federal planning efforts

Narrative

The City participates with the Coconino County Continuum of Care (managed by the Arizona Department of Housing), including working groups, sub-committees and advisory groups around specific homeless and at risk-populations. These meetings bring together shelter providers, prevention providers, housing providers and agencies that deliver prevention, rapid re-housing, emergency and transitional shelter services, as well as permanent supportive housing opportunities. Flagstaff City staff participate on the Executive Committee. City staff also lead the Point-in-Time steering committee, the Homeless Connect steering committee and sit on the systems design steering committee.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Flagstaff makes funding allocations based on community priorities and input. Priorities are determined by City Council and through input provided by the public, both in the planning and application processes.

Investments are allocated based on City Council's determination. Proposals for eligible activities are solicited through a formal Request for Proposals (RFP) process, which is open to qualified external

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organizations and City sponsored projects. Submitted proposals are evaluated and ranked, and a summary of the evaluation is presented to City Council for its review and consideration in making final funding decisions. A review committee consisting of City staff and external members determines a score for each proposal and makes recommendations to City Council based on the following priorities:

1. City Council annual CDBG priorities, 5-year Consolidated Plan and eligible CDBG funding
2. The need for funds and the demand for the project are demonstrated;
3. Geographic areas designated as target neighborhoods due to a disproportionate concentration of low income and minority populations;
4. Projects that meet the previous criteria and address the Primary, National and Consolidated Plan Objectives of the CDBG program; and
5. Projects that demonstrate the capacity to provide timely, compliant, and sustainable benefits to the community.

Activities that will serve a special population, including homeless populations, and projects located in target neighborhoods receive additional points in the ranking process. The City also gives points to activities that evidence community collaborations including leverage, staffing partnerships, other formal agreements, and letters of support.

The consultation and public participation process for the development of this year's Annual Action Plan consisted of three public meetings, a request for proposal process, and an invitation for written comment. Forums and meetings were conducted to solicit information on housing and community development needs and to elicit public comment on planned activities. The draft Annual Action Plan was made available for public comment from March 1, 2019 to April 1, 2019.

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	Non-targeted/broad community Continuum of Care	Emails were sent to over 300 member of Coconino County's Continuum of Care informing agencies of important dates for the 2019 Community Development Block Grant Schedule, public comment period and deadlines.	No comments received		

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2	Public Meeting	Persons with disabilities Non-targeted/broad community	On January 31, 2019 Housing staff held a public hearing to start the CDBG grant cycle and public participation process. The overview of the City's CDBG program assisted the public in understanding the possible funding available, eligible activities under the grant, City Council CDBG priorities, and the format of this year's CDBG process. Nine representatives from agencies attended.	Coconino County Community Services (CCCS) used CDBG funds for eviction prevention because we do not have enough rental funds to meet the housing needs in the community. it's difficult to come up with a new service when it comes to providing rental assistance because we already provide case management and financial empowerment to families who are requesting services. CCCS have heard from the community as well as staff that the federal requirements for these funds in terms of paperwork etc.), creates more of a barrier to households who end up not returning because of the documentation that is required for		

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				this grant, which is unfortunate.		
3	Public Meeting	Persons with disabilities Non-targeted/broad community	A public meeting was held by City staff on Thursday, February 28, 2019 to review received proposals and to receive comments on the use of the City of Flagstaff's 2019 CDBG funds.	TBD		
4	Newspaper Ad	Persons with disabilities Non-targeted/broad community	Arizona Daily Sun ad February 10 & 17, 2019 - Invited the public to City Council Meeting to discuss the use of CDBG funding on April 9, 2019.	No comments received		

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Meeting	Persons with disabilities Non-targeted/broad community	On Tuesday, April 9 & 16, 2019, two public meeting were held by City Staff where City Council discussed and approved the submittal of the 2019 Annual Action Plan to HUD and use of the 2019 CDBG funds.	No comments received		

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c) (1,2)

Introduction

The amount of CDBG funding received by the City varies from year-to-year based on the federal budget. The City expects to receive between $510,000 and $650,000 each year during the next five years. The Annual Action Plan describes City allocations for the CDBG program during the coming year – PY2019-2020. These allocations fund activities to address goals for the primary Consolidated Plan areas: Affordable Housing, Homelessness, Community Development, Special Needs and Citizen Participation.

Additional federal funds to address goals were made available for public housing and programs addressing the needs of people experiencing homelessness. State government, local general funds and private resources are occasionally secured by the City or by local agencies for a variety of uses.

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Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	TBD	TBD	0	TBD	TBD	The City of Flagstaff's 2019 CDBG allocation totals $TBD. Please note that the expected amount available (in the AP-15) is fifty cents more than allocated in AP-35 Projects. IDIS (AP-35) will not allow a TBD cents remainder in the expected resources for the city's project titled Administration.

Table 5 - Expected Resources – Priority Table

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Stabilization Services	2016	2021	Non-Housing Community Development	Citywide	Public Services and Economic Opportunities	CDBG: $38,540	Public service activities other than Low/Moderate Income Housing Benefit: 91 Persons Assisted Homelessness Prevention: 91 Persons Assisted
2	Owner-occupied Housing Rehabilitation	2016	2021	Affordable Housing	Citywide	Decent Affordable Housing	CDBG: $100,000	Homeowner Housing Rehabilitated: 8 Household Housing Unit
3	Emergency Shelter	2016	2021	Homeless	Citywide	Revitalization, Public Facilities & Infrastructure Addressing Homelessness	CDBG: $332,768	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2400 Persons Assisted Homeless Person Overnight Shelter: 2400 Persons Assisted Overnight/Emergency Shelter/Transitional Housing Beds added: 77 Beds

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Operating Support	2016	2021	Homeless	Citywide	Public Services and Economic Opportunities Addressing Homelessness	CDBG: $60,000	Public service activities other than Low/Moderate Income Housing Benefit: 2400 Persons Assisted Homeless Person Overnight Shelter: 2400 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	TBD
	Goal Description	TBD

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Projects

AP-35 Projects – 91.220(d)

Introduction

In the 2019 CDBG process, TBD external agency proposals were received. There were TBD internal City of Flagstaff requests. When program income is included, the 2019 CDBG allocation is $TBD. With this, TBD proposals requesting a total of $TBD in CDBG funding were received by the February 21, 2019 deadline. Recommendations were discussed and approved by the City Council at a public hearing with City Council on April 9, 2018. The following table identifies approved projects for 2019-2020 program year with a budget of $TBD.

Please note that the expected amount available (in the AP-15) is fifty cents more than allocated in AP-35 Projects. IDIS (AP-35) will not allow a TBD cents remainder in the expected resources for the city's project titled Administration.

Projects

#	Project Name
1	Administration
2	TBD
3	TBD
4	TBD
5	TBD

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

For FY 2019-2020, the City issued a request for proposals for CDBG activities. Proposals are evaluated based on CDBG eligibility and funding criteria that include the ratio of dollars per person that will benefit, percent of leverage funding, past successful CDBG contract administration, location of the project in a target area, and evidence of community collaborations. At least 70% of CDBG funds must serve low and moderate-income people and not more than 15% may be used for public services. Up to 20% may be used to cover administrative costs, including indirect costs. The largest obstacle to addressing underserved needs is insufficient funding, particularly for public services projects.

AP-38 Project Summary

Project Summary Information

	Project Name	Administration

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1	**Target Area**	Citywide
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: $TBD
	Description	Funds required to pay for the administration of the CDBG program. Funds required to pay for the administration of the CDBG program. This year's administration amount is a little less than 20% of the allocation and includes an approved indirect cost allocation rate of 10% of the grant award.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	NA
	Location Description	NA
	Planned Activities	Funds required to pay for the administration of the CDBG program. This year's administration amount is a little less than 20% of the allocation and includes an approved indirect cost allocation rate of 10% of the grant award.
2	**Project Name**	TBD
	Target Area	TBD
	Goals Supported	TBD
	Needs Addressed	TBD
	Funding	TBD

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AP-50 Geographic Distribution – 91.220(f)

The City has designated four target areas. These target areas encompass many of the areas of low-income and minority concentration and include:

- Sunnyside - Census Tract 3, Block Group 2, 3, & 4.
- Southside - Census Tract 8, Block Group 1.
- Pine Knoll - Census Tract 8, Block Group 2.
- La Plaza Vieja - Census Tract 11.02, Block Group 3

Geographic Distribution

Target Area	Percentage of Funds
Sunnyside	TBD
La Plaza Vieja	TBD
Southside	TBD
Pine Knoll	TBD
Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Proposals are evaluated based on CDBG eligibility and funding criteria that include the ratio of dollars per person that will benefit, percent of leverage funding, past successful CDBG contract administration, location of the project in a target area, and evidence of community collaborations among other factors.

Discussion

The City strives to utilize CDBG funds in target areas; however, the actual distribution of funds to target areas depends on the number and type of proposals that are received. This fiscal year, one hundred percent will be expended Citywide and zero percent of CDBG funds will be expended in the Target Areas.

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Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Annual Action Plan requirement is to provide information on the number of households that will benefit from affordable housing and the types of housing these households will be supported through. The following HUD tables define the City's goals for the number of households that will be provided housing by housing activity.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	TBD

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	TBD

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Over the coming year, an estimated TBD households will receive housing stabilization services with rental assistance through Coconino County's Housing Stabilization Program.

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AP-60 Public Housing – 91.220(h)

Introduction

The City of Flagstaff Housing Authority provides 265 public housing units, 12 mod-rehab units, 358 housing choice vouchers and 66 Veterans Affairs Supportive Housing Vouchersf. The public housing units are in good repair as the Housing Authority follows a system of ensuring that all major systems are well maintained. The Housing Authority develops a 5-year Plan to identify the capital needs of public housing developments and the methods by which living conditions will be improved for public housing residents.

Actions planned during the next year to address the needs to public housing

All major systems within the developments are in good repair due to an established life cycling system. Identified capital needs include replacing water lines, siding, roofs, water heaters and countertops.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority has multiple goals and objectives created to increase resident involvement including: ongoing surveys and formal annual resident input and participation to ensure the public housing environment is appealing and up-to-date; providing maintenance and repair training prior to occupancy; using the Siler Homes Activity Center as a base for various resident services including resource referral and goal setting for residents seeking economic self-sufficiency; establishing community partnerships to provide programming relevant to residents; continuing resident orientation; partnering with the Boys and Girls club to provide free on-site programs; and resident meetings, barbeques and newsletters to help residents with education, employment, job training and youth services.

If the PHA is designated as troubled, describe the way financial assistance will be provided or other assistance

Flagstaff's Housing Authority is a high preforming PHA.

Discussion

The City of Flagstaff Housing Authority provides 265 public housing units, 12 mod-rehab units, 358 housing choice vouchers and 66 Veterans Affairs Supportive Housing Vouchers. The public housing units are in good repair as the Housing Authority follows a system of ensuring that all major systems are in good repair. The Housing Authority develops a 5-year Plan to identify the capital needs of public housing developments and the methods by which living conditions will be improved for public housing residents.

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AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City is not a direct recipient of Emergency Solutions Grant funds from HUD yet invests a significant amount of financial and staff resources in addressing the needs of people experiencing homelessness and people with special needs. This section describes the City's one-year goals and actions for reducing and ending homelessness.

Jurisdictions One-Year Goals and Actions for Reducing and Ending Homelessness

Continuum of Care members may apply for CDBG funds to assist street outreach, but with limited public service dollars, local agencies choose to apply for support in prevention and diversion programs. There are currently three nonprofit organizations that conduct outreach services, two of which only serve veterans. Funded programs are highly encouraged to participate in coordinated entry and the C of C's individual assessment plan (VI-SPDAT).

Addressing the emergency shelter and transitional housing needs of homeless persons

The City and Coconino County's Continuum of Care members recognize the critical nature of Housing First and permanent supportive housing. In the 2019 Point in Time Count 697 men, women and children were experiencing homelessness in Coconino County. Approximately 1,250 people remain on income restricted complex waitlists which is a 58% increase from 2017. The high cost of housing and a 20% employment rate among individuals experiencing homelessness means that these individuals and families may require a longer stay in shelter or transitional housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will continue to support agencies that provide emergency and transitional housing to the extent allowed under the CDBG program. During the coming year, one agency will receive funds to support emergency shelter and housing services. The City and C of C members recognize the critical nature of Housing First and permanent supportive housing, yet the large number of homeless individuals and families, the high cost of housing and a 20% employment rate among homeless individuals means that homeless individuals and families may require a longer stay in transitional housing. The City will also continue its active participation in the Coconino County Continuum of Care.

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Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

During the coming year the City will support Coconino County Community Services for their housing stabilization, a prevention program from homelessness. Operational dollars will be granted to Flagstaff Shelter Services for a program expansion that will ensure that every person experiencing homelessness in Flagstaff on any given night will have access to safe shelter and housing placement services. Collectively, the Continuum of Care and community leadership are committed to bringing a higher level of coordination of services to those experiencing homelessness in our community. The collaborative project serves as a "front door" to those experiencing homelessness. Front Door is a diversion program and provides a single point of entry into the shelter and housing system to streamline services, reduce shelter stay and length of time that individuals and families are homeless, increase program utilization and eliminate the need for households in crisis to "service hop."

The City will continue to support agencies that provide emergency and transitional housing to the extent allowed under the CDBG program. The City will also continue its active participation in the Coconino County Continuum of Care.

The City of Flagstaff Housing Authority has focused on placement of homeless veterans through the VASH rental voucher program. Other agencies have a strong record of success in placing and keeping homeless individuals housed through rapid re-housing programs.

Discussion

The City is an active participant in the local Continuum of Care and staff members participate in multiple committees and lead the annual point-in-time count (conducted for the Arizona Rural Continuum of Care.) The City will continue to implement VASH Vouchers for Veterans experiencing homelessness.

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AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Affordable housing barriers are regulatory or financial systems that make it harder for developers to create affordable housing. Barriers to affordable housing development can occur at many levels – local, state and federal government, as well as related industries, such as the real estate, insurance and finance industries.

HUD defines a regulatory barrier as "a public regulatory requirement, payment, or process that significantly impedes the development or availability of affordable housing without providing a commensurate health and/or safety benefit." To identify potential local public barriers to affordable housing development, the City completed HUD's Regulatory Barriers checklist.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Over the past decade, the City has taken extensive steps to remove barriers and promote affordable housing development, including the development of an Incentive Policy for Affordable Housing (IPAH), adopted in October 2009 and later integrated into the City zoning code. The IPAH is designed to foster the production of affordable housing units and is intended to reduce the deficit of all types of housing for households earning up to 150% of the Area Median Income (AMI).

Discussion:

The IPAH incentivizes developments that commit to permanently affordable housing units. When a developer takes advantage of the incentives offered under the IPAH, the affordable units are legally committed to the intended population through occupancy, resale and rent restrictions.

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AP-85 Other Actions – 91.220(k)

Introduction:

In addition to establishing goals related to the use of CDBG funds, the City established HUD-required strategies to improve the delivery system, address lead-based paint hazards, reduce the incidence of poverty, and address barriers to affordable housing development. The City has also developed HUD-required program monitoring, and Minority- and Women Owned Business Enterprise Policies.

Actions planned to address obstacles to meeting underserved needs

The development and subsequent implementation of policy initiatives are critical to the success of the City of Flagstaff's overall housing and economic development goals. In general, policy development and implementation are designed to enhance City program effectiveness, identify gaps or underserved groups, and enhance the private sector's ability to provide market-based solutions. At present, the greatest obstacle to meeting underserved needs is insufficient funding. The City addresses this obstacle by prioritizing CDBG projects that provide leverage funding to meet the needs of a larger number of people.

Actions planned to foster and maintain affordable housing

The City's Incentive Policy for Affordable Housing (IPAH) will continue to be implemented. The IPAH is designed to foster the production of affordable housing units and is intended to reduce the deficit of all types of housing for households earning up to 150% of the Area Median Income (AMI). The IPAH standards may be applied to rental housing, homeownership housing, and shelter, as well as to expiring affordable housing developments. The IPAH incentivizes developments that commit to permanently affordable housing units.

Actions planned to reduce lead-based paint hazards

Distribute lead poisoning and lead hazard information to participants in federally-funded programs and to any interested resident. The City plans to rehabilitate 6 homes during the coming year and will provide lead-based paint hazard information to an estimated 8 applicants for owner occupied housing rehabilitation assistance.

The City follows a multi-pronged approach to reduce lead hazards, integrating the following actions into housing policies and procedures:

1. Rehabilitation Projects. The City follows strict HUD guidelines for testing and abatement of lead-based paint and other hazardous substances and requires compliance from its contractors and subcontractors. Any structure built before 1978 that is proposed for rehabilitation under federal programs, is tested for lead-based paint. Notices and requirements regarding testing and

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removal of lead-based paint are provided to program participants, contractors and project sponsors. The City has licensed contractors who are available to perform limited abatement and/or removal procedures if lead-based paint is present. Full abatement services are contracted with licensed contractors located outside of the City.

2. Section 8 Housing Choice Vouchers. The PHA inspects prospective dwellings constructed prior to 1978 that will have a child under the age of six residing therein, for compliance with EPA and HUD Lead Based Paint rules and regulations. The inspection includes visual inspections for chipped, peeling, chalking and deteriorated interior and exterior paint. Clearance testing may be performed after remediation by the property owner, to assure a lead-safe environment.
3. Public Education. Lead hazard information is distributed to participants in homeownership and rental programs.

Actions planned to reduce the number of poverty-level families

The City will reduce the number of poverty level households by providing CDBG public services resources to local agencies that provide social supports, and eviction and foreclosure prevention. The City will also continue to rehabilitate housing units owner-occupied by households living at or below the poverty level to support these households in retaining quality, safe housing. Households living below the poverty level will also be made aware of the various local services available that provide an economic safety net and opportunities for increased earnings.

Actions planned to develop institutional structure

The City of Flagstaff has well-developed and experienced institutional infrastructure for the delivery of housing and community development programs. The Housing Section works closely with nonprofit organizations to ensure that CDBG funds reach the neediest Flagstaff residents and neighborhoods. Organizations must annually apply for CDBG funds for eligible activities. The City also works closely with and is a member of the Coconino County Continuum of Care.

Actions planned to enhance coordination between public and private housing and social service agencies

The City has developed an extensive mailing and email list that includes over 300 people who represent organizations that serve homeless and at-risk households, mainstream service and housing agencies, community development organizations, civic leaders, etc. This list is used to regularly inform these agencies of planning efforts, funding opportunities, changes in policy and practice or any other information that agencies may find useful.

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The Flagstaff Community has implemented a Coordinated Entry System for those experiencing homelessness, known as the Front Door.

The Front Door Specialist conducts an assessment using The Vulnerability Index – Service Prioritization and Decision Assistance Tool (VI-SPDAT). The Front Door collaboration has united the Flagstaff community and the local Continuum of Care to fast track those in crisis to the best program to end that crisis.

On a weekly basis, a cadre of service providers meet for the Case Conferencing Team Meeting. Each case manager is representing his or her own agency that has signed the Service Provider MOU. The purpose of this meeting is to have a real-time discussion of each person or family on the community waitlist and to utilize scores from the VI-SPDAT to ensure fast and appropriate referrals to end homelessness for those on the list.

The Front Door is a cost-effective strategy; that prioritizes a community conversation about how the systems function together, where the gaps in services exist, and how to answer the need. No longer will those in crisis be forced to go from shelter to shelter to access services.

Discussion:

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Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l) (1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	TBD
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	TBD

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Citizen Participation Comments - TBD

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Attachments - TBD

Grantee SF-424's and Certification(s) - TBD

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CITY OF FLAGSTAFF

Community Development Block Grant
Proposals and Ranking Forms
2019



April 2019
City of Flagstaff, Housing Section
211 W. Aspen Avenue, Flagstaff, Arizona
(928) 213-2752 (phone)

EQUAL HOUSING OPPORTUNITY


CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882

City of Flagstaff
Community Development Block Grant Entitlement Funds
Allocation Proposal Booklet with Ranking Forms

Housing Activities	**Proposal/Project**	**Request**	**Ranking**
Housing Solutions of Northern Arizona	Transitional Housing - Sharon Manor Expansion	$300,000	142
Flagstaff Family Food Center	Food Center & Kitchen Rehabilitation	$175,000	108
City of Flagstaff	Owner Occupied Housing Rehabilitation Program	$250,000	Internal

Public Service Activities	**Proposal/Project**	**Request**	**Ranking**
Flagstaff Shelter Services	Employment Navigation Services	$100,000	131

The Housing Section is always interested in public input concerning the use of CDBG funds.
Please feel free to contact us at any time with questions, concerns, or comments.

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Flagstaff, AZ 86001

CDBG Entitlement Funds Allocation
2019 Budget Year

Overview

Through a clearly defined public participation process outlined in the Citizen Participation Plan of the 2016-2020 Consolidated Plan, the City of Flagstaff seeks public input each year for the use of its CDBG Entitlement Grant funds.

The following documents are provided to City Council as supplemental information for the April 9, 2019 Council Meeting for consideration of the 2019 grant allocations and approval of the 2019 Annual Action Plan. To gain public input on the use of funds, the City conducted a formal proposal submission process, a written comment process and public comment sessions during public meetings (see Public Process below). Input received during this process will be incorporated in the 2019 Annual Action Plan.

The proposals included in this booklet are eligible proposals received through the formal proposal process, as well as one internal request. Proposal eligibility was determined by City staff according to the Federal Register requirements of 24 C.F.R. Part 570 and OMB Circular 200.

The City uses subrecipients to carry out most of the activities undertaken with CDBG funds. Subrecipients can be private, non-profit agencies as well as other public agencies.

Activities undertaken with CDBG funds must meet the following objectives:

1) **Primary Objective** - Development of viable urban communities by providing decent housing, or a suitable living environment, or expanding economic opportunities principally for persons of low- and moderate-income; and
2) **National Objective** - Benefit low- and moderate-income persons, or aid in the elimination of slum and blight, or address urgent need; and
3) **Flagstaff City Council Priorities** –Housing (Rental and Ownership), Homelessness, Neighborhood Revitalization, Workforce Job Training, and Education/ Early Childhood Development.

Public Process

Public process requirements for the Annual Action Plan include:

First Public Meeting – January 29 and 31, 2019

- Display advertisement (January 6 and 13, 2019 – AZ Daily Sun)
- Council meeting to establish 2019 City Council CDBG Priorities
- Meeting to discuss the CDBG proposal process and the Annual Action Plan

Second Public Meeting – February 28, 2019

- Display advertisement (February 10 and 17, 2019 – AZ Daily Sun)
- Meeting to review the submitted proposals and allowed public comment in preparation for making funding recommendations to City Council

With efforts to attract a diverse group of social service agencies, emails were distributed to all members of Coconino County's Continuum of Care (300 members). Additionally, agencies that had previously requested information and/or had been involved in the CDBG proposal process in prior years received personal invitations. The proposal format was provided at the first public meeting and placed on the City website with a deadline of February 22, 2019. Three external agency proposals were received along with one internal, City of Flagstaff request.

The proposal ranking committee met on March 14, 2019 at City Hall to review and rank the external proposals. The committee was comprised of three community representatives and three City staff.

This committee is an example of public participation at the collaborative level, meeting Council's goal of public involvement. Rankings are created to serve primarily as a risk and benefit assessment and are a crucial part of the staff recommendations forwarded to City Council. Based on U.S. Department of Housing (HUD) criteria, public service proposals are only ranked against other public service proposals, housing proposals against housing proposals, etc. CDBG guidelines allow a maximum of 15% of annual funding to be allocated for Public Services and a maximum of 20% for administration.

Although HUD has not yet released the 2019 CDBG allocation amounts, the City is estimating an allocation of $621,718 per HUD's guidance.

Included in this packet for each external proposal are:

- ranking forms and comments.
- executive summary
- narrative questions
- schedule and budget
- Project location maps

For additional information or questions please contact Leah Bloom, Housing and Grants Administrator at (928) 213-2752 or lbloom@flagstaffaz.gov.


CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882

Housing Solutions of Northern Arizona, Inc.

City of Flagstaff 2019 CDBG Grant Application

Transitional Housing for Victims of Domestic Violence – Expanding Sharon Manor



DUNS #: 799570114
SAM #: 46QB1

Primary Contact:
Devonna McLaughlin, Chief Executive Officer
Direct: (928) 440-6194
devonnam@housingnaz.org

Total Points: 142

Appendix E
CDBG Project Ranking Form 2019/2020

City staff will use this form to evaluate potential projects. Assessments are based on CDBG eligibility criteria and the needs of the citizens of Flagstaff as identified in the Consolidated Plan. Consideration is given to past performance of the submitting organization. A summary of this evaluation is presented to City Council for their review and consideration in making final funding decisions. Maximum potential scores are listed in parenthesis next to the ranking form questions.

Agency Name: **Housing Solutions of Northern Arizona**

Amount of Funds Requested: **$300,000**

Name of Project: **Transitional Housing for Victims of Domestic Violence – Expanding Sharon Manor**

☐ Public Service

☒ Housing/Rehabilitation

☐ Economic Development

Additional Considerations:

$22,989 Ratio of dollars per person benefitted by proposed project

247% Percent of leverage toward proposed project (must have letters of award for any leverage funds – these funds must also match and be outlined in the budget)

Yes Past successful CDBG contract administration (yes or no)

1- 3. (For Public Service Submissions Only) How well does the answer define one of the following: (10 points)

a) A new service?
b) A quantifiable increase in the level of an existing service?
c) To what extent does the answer explain how the proposed project will fulfill service gaps in Flagstaff?

(Not at all) 0 1 2 3 4 5 6 7 8 9 10 (Very Much)

- Not applicable.

---

4. (For Economic Development Submissions Only) (1 point)

a) Did the agency check which economic development activity it was applying for?

No (0 points) Yes (1 point)

- Not applicable.

---

5. How well does the answer explain the proposed scope of the project? Does the answer include: (10 points)

a) Estimated number of persons to be served
b) Current status of the project
c) Are construction/concept plans attached with a scope of work for construction/rehabilitation projects (this is required if applicable)
d) Is a price estimate/quote attached for construction/rehabilitation projects (this is required if applicable)

(Not at all) 0 1 2 3 4 5 6 7 8 9 10 (Very Much)

---

6. How well does the answer explain how the project will achieve the CDBG Primary and National objectives? How well does the response explain how the project will: (10 points)

a) Provide decent housing; or
b) Provide a suitable living environment; or
c) Expand economic development opportunities

(Not at all) 0 1 2 3 4 5 6 7 8 9 10 (Very Much)

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7. How well does the answer explain whether the proposal meets one or more of the Council's CDBG Priorities (10 points)
Council's Priorities:

a) Neighborhood Revitalization
b) Housing – Rental and Ownership
c) Homelessness
d) Workforce Job Training
e) Education/ Early Childhood Development

(Not at all) 0 1 2 3 4 5 6 7 8 (9) 10 (Very Much)

---

8. Does the proposed project take place in one of the target neighborhoods?
Target Neighborhoods: (5 points)

a) Southside
b) Sunnyside
c) La Plaza Vieja
d) Pine Knoll

0 (5)

---

9. How well does the answer document that the proposed project will meet the needs identified in the in the Program Year 2016/2020 Consolidated Plan? Are page numbers included? (10 points)

(Not at all) 0 1 2 3 4 5 6 7 8 9 (10) (Very Much)

---

10. How well does the answer justify the local need for the proposed project within Flagstaff city limits? Are recent data and/or supportive statistics attached? (10 points for both questions 10 and 10a)

10a. How will you identify success? Describe how your successes will be monitored beyond CDBG requirements

(Not at all) 0 1 2 3 4 5 6 7 (8) 9 10 (Very Much)

---

11. Is there evidence of community collaborations that can be effective programmatic support? Does the answer provide evidence of the following: (10 points)

a) Additional leverage
b) Agreements, staffing partnerships, etc.
c) Are current letters of community collaboration/support attached?

11a. Are you using leveraged funding? Keep in mind the leveraged dollars MUST tie to the project activity. Be specific, citing additional leverage[1] funding sources, agreements, staffing partnerships, etc

(None) 0 1 2 3 4 5 6 7 8 (9) 10 (Extensive)

---

12. Is the agency participating in coordinated entry (Front Door)? Is a Memorandum of Understanding (MOU) or a letter from the Continuum of Care included?

0 (10)

---

13. How well does the question describe: (10 points)

a) The organization's history administering this or similar projects?
b) The organization's realistic capacity for undertaking this project?
c) The organization's experience administering federal and state grants and complying with federal statutes?
d) Has the agency ever been asked to return awarded funds?
e) Has the agency ever requested a budget amendment or contract extension? If yes, was reasoning provided?

(Not at all) 0 1 2 3 4 5 6 7 8 (9) 10 (Very Much)

---

14. Did the answer divide the organization's execution and administration of the project by the following: (10 points)

a) **Name**, **titles**, and **resumes** of the staff involved?
b) Job descriptions for any new positions?
c) Is project manager identified?
d) Is a distinction made between in-house staff and contracted assistance?
e) Does Tab 6 include all staff positions and CDBG proposed positions?

(None) 0 1 2 3 4 5 (6) 7 8 9 10 (Extensive)

- There are questions concerning how the organization will ensure a fair and equitable bid process if/when the in-house contractor is one of the bidders and the CEO is the project manager. The organization is well educated in the local and federal procurement processes; this knowledge could have been better demonstrated in the grant application.
- Under page 22, Greg Pishkur is identified as the in-house general contractor. On the next page, it states he will be funded by CDBG funds. Greg Pishkur should not have been announced as the general contractor if the organization is going to do a competitive bid process. This is contradicting information and a critical ethical lapse.
- No mention of Davis Bacon.

[1] Leveraged funds are specific non-city, non-federal (unless specifically allowed) funds committed toward this project. Federal leverage dollars are allowed with CDBG funding.

- Steve Dorsett, as the architect, shall provide bid specs for open and competitive bids that align with all grant procurement provisions.

---

15. Does Tab 7 (Schedule of Completion) include the following: (10 points)

a) A narrative summary describing the expenditure of CDBG Funds
b) The rate of expenditure and the predicted progress of the proposed schedule
c) An estimated completion of project.

(None) 0 1 2 3 4 5 6 7 8 9 10 (Extensive)

---

16. Does Tab 8 include a comprehensive budget for this proposed project? Is a narrative summary describing exactly what CDBG funds will pay for found in Appendix D? (10 points)

a) For construction contracts, were bids and/or quotes provided?

(None) 0 1 2 3 4 5 6 7 8 9 10 (Extensive)

General Criteria:

1. **How realistic is this project in terms of probability of success within the community?** (10 points)

(Not at all) 0 1 2 3 4 5 6 7 8 9 10 (Very)

---

2. **How realistic is the 12-month Schedule of Completion? Was the correct format used in creating the schedule?** (5 points)

(Not at all) 0 1 2 3 4 5 (Very)

---

3. **How realistic is the project budget? Was the correct format used? Does the budget include:** (15 points)
   a. All funding sources to be used for the project, separating CDBG funds from non CDBG funds? (1 points)
   b. Leverage numbers on budget match to leverage letters (3 points)
   c. Is a realistic dollar amount assigned to any in-kind contributions? (1 points)
   d. Overall Budget Evaluation: (10 points)
      Is the project cost effective? What percentage of the project budget is leveraged funding? What percentage of the budget is for administration? Is the budget logical? Etc.

0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

4. **Has the applicant exhibited competence in preparing this proposal?** (10 points)
    a. Thorough and complete answers, well-written, correct grammar, easy to follow format, etc.

(Not at all) 0 1 2 3 4 5 6 7 8 9 10 (Very Much)

Executive Summary

Agency requesting funding: Housing Solutions of Northern Arizona, Inc. (HSNA)

Agency DUNS Number: 799570114

Agency CAGE Number: 46QB1

Are you a participating member in the Coconino County Continuum of Care? Yes

Amount of funds requested: $300,000.00

Project Name: Transitional Housing for Victims of Violence-Expanding Sharon Manor

Please indicate the following agency representative/primary contact person for this project:

Name: Devonna McLaughlin
Title: Executive Director
Mailing Address: PO Box 30134, Flagstaff, AZ 86003
Fax Number: (928) 774-6937
E-mail: devonnam@housingnaz.org
Phone Number: (928) 214-7456

Brief project description (4 to 5 sentences): HSNA is seeking City of Flagstaff CDBG funds to expand its Sharon Manor Transitional Housing facility, adding 5 units of transitional housing, as a second story to the Sharon Manor House – a building that currently contains 8 studio apartments, common kitchen and living space. The additional units would expand the Sharon Manor program, increasing the number of homeless victims of domestic violence who have resources to escape abuse, build self-sufficiency and identify decent, safe, permanent housing. Our community has a documented, ongoing need for additional transitional housing units to benefit victims of domestic violence. Not only will this project benefit the first 5 households who live on property, but an estimated 100 households will be assisted over the next 30 years (assuming an average length of stay of 18 months per household).

Total estimated # of persons to be assisted: 5 Households = 13.05 persons estimated served.

Council CDBG priority (mark all that apply):

- ☒ Neighborhood Revitalization
- ☒ Housing – Rental and Ownership
- ☒ Homelessness
- ☐ Workforce Job Training
- ☐ Education/Early Childhood Development

Will the activity take place in a target neighborhood?

- ☐ Southside
- ☒ Sunnyside
- ☐ La Plaza Vieja
- ☐ Pine Knoll

Special population (if any) to be assisted:

- ☒ Abused Children
- ☐ Elderly Persons
- ☐ Severely Disabled Persons
- ☒ Victims of Domestic Violence
- ☐ Persons with HIV/AIDS
- ☐ Migrant Farm Workers
- ☒ Persons experiencing homelessness
- ☐ Illiterate Adults

Name of authorized representative: Devonna McLaughlin Title: Executive Director

Signature: _____ Date: February 21, 2019

Tab 4 – Narrative Questions

1. **Mark the public service activity that best bits your proposed service.**
    - **Employment services (e.g. job training)**
    - **Crime prevention and public safety**
    - **Child care**
    - **Health services**
    - **Substance abuse services (e.g. counseling & treatment)**
    - **Fair housing counseling**
    - **Education programs**
    - **Energy conservation**
    - **Services for senior citizens**
    - **Services for homeless persons**
    - **Welfare services (excluding income payments)**
    - **Recreational services**
    - **Other**

    Not applicable, as we are not applying for a Public Service.

2. **Clearly define how the proposed service is one of the following:**
    - **A new service.**
    - **A quantifiable increase in the level of an existing service.**

    Not applicable, as we are not applying for Public Service.

3. **Discuss similar services that are offered in Flagstaff and how the proposed service is different than what is already offered to the community. (e.g. what gap will the service fill?)**

    Not applicable, as we are not applying for Public Service.

4. **Economic Development activities create jobs or support businesses in low income neighborhoods or for low income people. Please check one of these eligible activities if applying under the Economic Development category.**
    - **Special economic development**
    - **Economic development undertaken by a Community Based Development Organization (CBDO)**
    - **Technical assistance to businesses**
    - **Microenterprise development**
    - **Commercial rehabilitation**
    - **Public facilities and improvements**
    - **Job training**

    Not applicable, as we are not applying for Economic Development.

5. **Describe the proposed scope of the project, including:**
    - **An estimated number of persons who will receive assistance from the proposed activity (an average of 2.61 people per household).**
    - **The current status of this project (i.e. planning stage, resubmission from last year, feasibility study completed, etc.)**
    - **Attach construction or concept plans with a scope of work if applying for construction or rehabilitation funding (required if applicable).**
    - **Attach price estimate or quote if applying for construction or rehabilitation funding (required if applicable).**

HSNA has owned and operated Sharon Manor, a transitional housing facility serving homeless victims of domestic violence, since 1999 (20 years). Sharon Manor consists of two parcels of property which were donated to HSNA by the City of Flagstaff. HSNA leveraged the donated land to secure HOME funding from the Arizona Dept. of Housing, which enabled us to construct an 8-unit communal living facility on the 1.05-acre parcel of land closest to the street. We then secured additional HOME funding and Low Income Housing Tax Credits from the Arizona Dept. of Housing to build a 16-unit apartment complex on the adjacent parcel of land. The apartments were completed in 2001. All 24 units of housing have been used since their original construction to provide transitional housing to homeless victims of domestic violence. 100% of residents at Sharon Manor are low-income, earning no more than 60% of the area median income, based on household size.

In 2017, HSNA met its ongoing compliance requirements for the original HOME funding that the Arizona Dept. of Housing provided to construct the 8-unit communal living facility. At that time, the lien on the property was forgiven; HSNA now owns the "house" (communal living facility) outright with no liens against the property and no ongoing program compliance requirements. Despite the elimination of restrictions, HSNA has continued to operate the "house" as transitional housing, benefitting low-income, homeless victims of domestic violence. It is our intention, and commitment to the community, to continue Sharon Manor to serve this target population.

Sharon Manor is the ONLY transitional housing program in northern Arizona, serving victims of domestic violence.

Because HSNA owns the Sharon Manor "house" property free and clear of liens and restrictions, we are able to leverage the property to increase the number of transitional housing units on site. It is our proposal to utilize City of Flagstaff CDBG funding to construct a second story on the "house," creating 5 additional transitional housing units.

We propose constructing four 2-bedroom units and one 1-bedroom unit; this is the maximum number of units we can construct on the existing building, utilizing the

existing foundation/footings. The new units will increase the number of households served at Sharon Manor by 21% - increasing from 24 units to 29 units of transitional housing. Based on City averages for household size, the proposed project would serve 13.05 individuals (5 households x 2.61 people = 13.05). However, this calculation only accounts for the initial households served in the new transitional housing units. We are proposing for the project to be affordable for 30 years and are willing to record a restriction on the property, or record a lien against the property to secure the CDBG funding, to guarantee low-income benefit for that time period.

We estimate that 100 households (261 individuals) will be served over that 30-year timeline, as the average length of stay in transitional housing is 18 months per household.

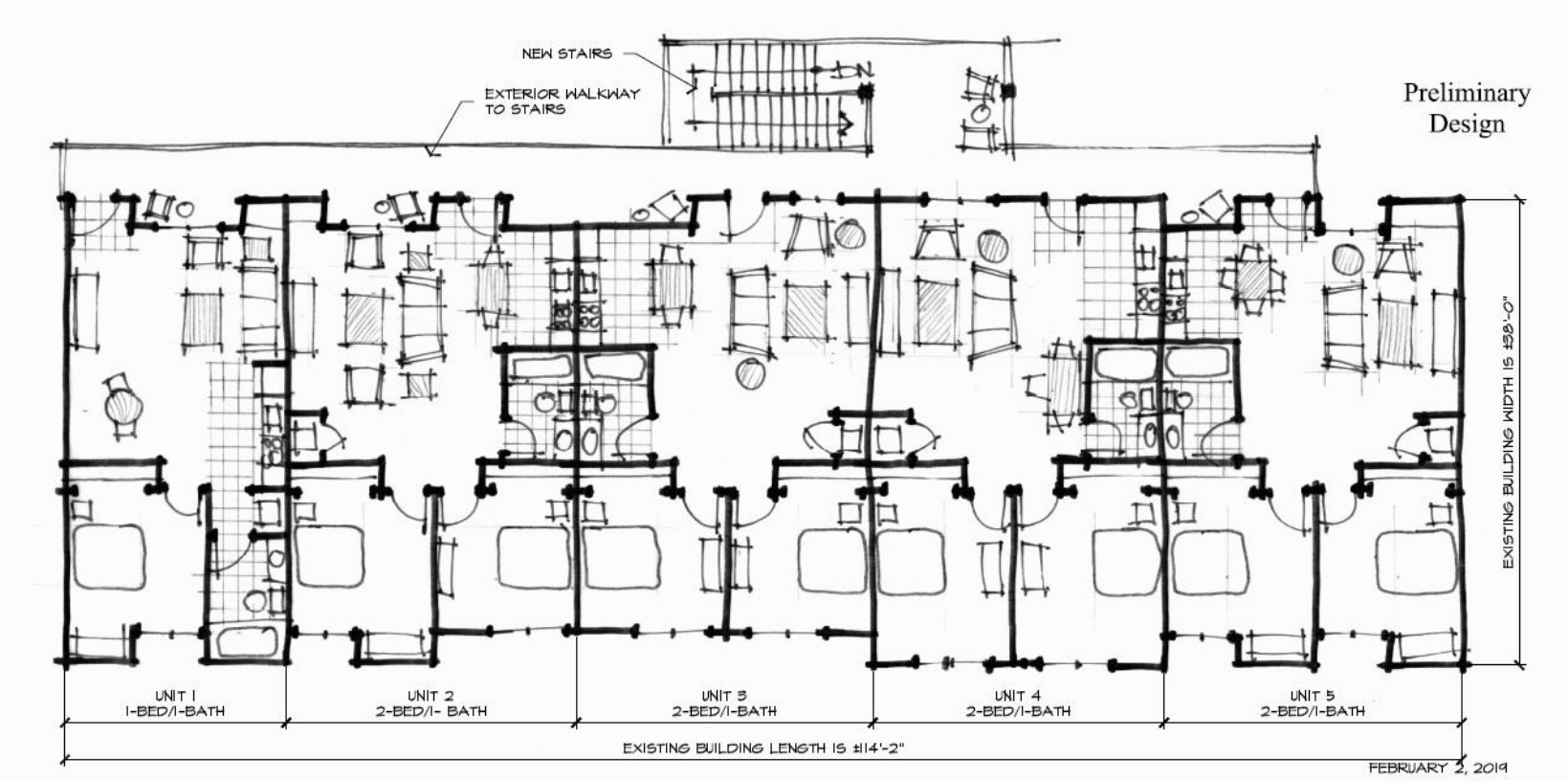
This is a new submission by HSNA for CDBG funding from the City of Flagstaff. We are currently in the planning stages for this project. To date, we have accomplished the following to move the project forward for completion in a timely fashion:

- Approval by Board of Directors to determine feasibility of Sharon Manor addition, seek CDBG funding for the project and move forward with preliminary design and pre-development work.
- Consulted with a local, respected architect (Steve Dorsett of Shapes and Forms Architecture) who has created a proposed floor plan for the second story addition.
- In consultation with Steve Dorsett and Robert Hubbard, engineer, we have determined the existing footings and foundation for the Sharon Manor building will support a second story addition, meeting current building code requirements. This enables us to construct the second story without doing additional footing/foundation work to the building.
- Completed a pre-application meeting with the City of Flagstaff Community Development staff. At this meeting, it was determined that the proposed project is feasible. There is sufficient water supply with the existing 1" water line to the building. The fire department is supportive of the second-story addition, as long as the second story (like the first) is sprinklered. Storm Water staff have indicated they are supportive of the addition as long as it doesn't encroach into the drainage area behind the building (it won't). Engineering staff have indicated we will need to re-pour the existing driveway to meet engineering standards. The zoning of the property is high-density residential. We will be increasing density on the property and will be okay with the proposed new density. Staff has indicated we can use the affordable housing parking reductions and shared parking with the adjacent property (Sharon Manor apartments) and will not need to add additional parking spaces for the proposed additional units. This eliminates any need for additional site work on the property. Essentially, the proposed addition is feasible. When we move forward, we will need to file for

concept and site plan approval. This can be accomplished after City Council determines funding in April and before the Notice to Proceed is issued by the Housing Department in fall/winter 2019.

- Site control is already completed. HSNA currently owns the property. There are no liens on the property and no restrictions on the use of the property.
- We have secured a construction bid, based off preliminary architectural plans, from AHC Construction. That bid is included with this application.
- We have completed a development budget for the project, including construction costs, pre-development expenses and soft costs.
- We have completed a pro-forma for the rehabilitated project, which reflects sufficient cash flow to support a mortgage on the property and cover monthly operating expenses. Proposed monthly rents are based on the 50% AMI rents for our area published by the Arizona Dept. of Housing for use in HOME-funded projects. Rents will include utilities, which will be paid by HSNA. Although we are not required to use these rents amounts, the lower HOME rents represent affordable housing costs for projects utilizing federal funds.
- We have secured a letter of interest from National Bank of Arizona to provide construction/gap financing for the project. The construction financing will convert to a secured mortgage on the project, which will be paid off over time through the rental income charged on the new and existing units in the "house."
- We have approached existing funders (Arizona Community Foundation and United Way of N. Arizona) for our Sharon Manor program to let them know about our plans to add units to the "house," ensuring they are informed of the long-term plans for expansion. Their response to the proposed project has been positive.
- We have started a Tenant Impact Plan to address the housing needs of existing tenants in the "house." When rehab on the building begins, we will not be able to have tenants living in the "house." Because there is lag time between Council award and the Notice to Proceed, we will have sufficient time to work with existing tenants to secure permanent housing – the goal of transitional housing! If tenants are unable to secure permanent housing during the timeframe provided, we will house them in an apartment at Sharon Manor or in one of our HSNA permanent rental units.

A rough floor plan for the proposed second story is included on the following page. We will complete the City's development approval process (concept plan and site plan approval) over the next six months. We know that the CDBG Notice to Proceed for this grant application won't be issued until the winter of 2019/20. Given that timeline, we will be ready to pull building permits when we have our Notice to Proceed. Estimated construction timeline is 5 months from the start of construction. The project should be completed by August 2020 with lease-up by October 2020.



Schematic Floor Plan

1/8" =1'-0"

Sharon Manor Addition
2303 North Izabel Street
Flagstaff, Arizona

Shapes & Forms
ARCHITECTS, INC.
1823 West Heavenly Court
Flagstaff, Arizona 86001
(928) 213-9626
(928) 255-5537 FAX
www.shapes-forms.com

Structural Engineering Report Re: Existing Foundation:

HUBBARD MERRELL ENGINEERING

1623 N First Street, Ste 201
Flagstaff, Arizona 86004

Office: (928) 526-6174

February 15, 2019

Shapes & Forms Architects, Inc.
1823 West Heavenly Court
Flagstaff, Arizona 86001

Re: Izabel Transitional Housing Complex
2303 North Izabel Street
Flagstaff, Arizona 86004

Dear Mr. Dorsett,

Objective:
Hubbard Merrell Engineering was hired to perform a preliminary analysis to determine the feasibility of constructing an additional floor level at the Izabel Transitional Housing Complex in Flagstaff, AZ. This document serves as our professional opinion based on our analysis of information provided by the client.

Evaluation:
A gravity analysis was performed based on loading provided in the original structural drawings and new loading to current codes. Preliminary analysis of the interior floor beam, interior footings, and exterior footings was performed to determine if the structural elements had capacity to one carry additional floor and wall loading without the need of significant renovations. A lateral analysis was not completed at this time.

Conclusion:
After preliminary analysis, it was determined that the interior floor beams, interior footings, and exterior footings can carry the additional floor and wall load without the need of any renovations to meet code requirements. The headers and shear walls at the first floor have yet to be evaluated and may therefore require additional renovations after a preliminary analysis. Considering the interior floor beams, interior footings, and exterior footings do not appear to require any modifications it is our professional opinion that the remodel/addition appears to be structurally feasible with some reasonable, yet-to-be-determined, structural reinforcements. The comments, conclusions, and recommendations in this report are based on the preliminary analysis of structural information provided by the client and do not include any final calculations or determinations.

This letter is for preliminary purposes only, and is not for design submittal or construction. If you have any questions or concerns, please do not hesitate to contact me at (928) 526-6174 x17 or by email at Erika@hubbardmerrell.com.

Sincerely,

Erika A. Davis
Structural Designer, EIT

Reviewed by:

Robert A. Hubbard
Principal, PE, SE

HSNA will follow existing procurement guidelines to identify the project architect and general contractor. Although we have our own general construction company, AHC Construction, we will put the project out to bid to identify a general contractor for the project. AHC Construction, a licensed residential and small commercial general contractor, may submit a bid to perform general construction duties for the project.

We've included the cost estimate for the project, completed by Greg Pishkur, general contractor for AHC Construction, LLC. The cost estimate provided is based on recently built residential projects in Sunnyside (West St. Cottages – Fall 2017 and Second St. affordable housing – Spring 2016). We've also included a bid for architectural and engineering services from Steve Dorsett, architect. If awarded CDBG funds, we will go out to bid to identify an architect/engineering team for the addition. Cost estimates can be found in Tab 8 with the proposed budget.

Funding from CDBG will offset construction costs and will be leveraged with construction financing that will convert to a permanent mortgage. We have communicated with National Bank of Arizona, who has expressed an interest in financing the remaining construction costs, estimated at $325,000. We are proposing to charge rent for the 5 new transitional housing units, based on the 50% AMI rental guidelines provided by the Arizona Dept. of Housing. These proposed rents will include utilities, which will be paid by Housing Solutions.

Proposed Operating Proforma (Monthly):

Income:	
Studio rents – current ($350 x 8 units)	$2,800.00
1-bedroom rent ($656 x 1 unit)	$656.00
2-bedroom rents ($787 x 4 units)	$3,148.00
Subtotal	$6,604.00
Less 6% vacancy rate	-$396.24
Total Income	$6,207.76
Expense	
Principal & Interest ($325,000 @ 6%; 20-yr term	$2,328.40
Taxes (exempt)	$0.00
Utilities (based off current cost x 2)	$817.00
Insurance (based off current per unit x 13 units)	$519.42
Repairs & Maintenance ($75 per unit/month)	$975.00
Replacement Reserves ($50 per unit/month)	$650.00
Total Expense	$5,289.82
Net Monthly Income	$917.94

Net monthly income as identified in the proforma above will meet lender debt coverage ratio requirements. It can also be used to off-set case management and children's program costs. Net income can be used to lower proposed rents and/or pay for unexpected maintenance expenses on the property throughout the life of the loan.
che
HSNA has extensive experience utilizing CDBG, other federal funding sources and private grants/financing to develop affordable rental units in our Flagstaff community. Most recently, we demolished a dilapidated structure in Sunnyside and constructed a triplex on the property. Units are now rented to low-income households. The project is serving two formerly homeless households. We also utilized CDBG and HOME funds to rehab an existing home on East St. and construct a triplex on the property. As required by HOME funding, that project is serving low-income households earning no more than 60% of the area median income.

HSNA is a Community Housing Development Organization (CHDO), certified by the Arizona Dept. of Housing. A CHDO has a primary mission focus to create housing units to benefit low- and moderate-income households. Our Board of Directors is representative of the communities we serve. 1/3 of our board consists of low-income individuals or individuals who live in targeted, low-income neighborhoods. Currently, three board members are past clients who have received down-payment/closing cost assistance. A fourth board member is a former Sharon Manor client.

Sharon Manor Transitional Housing Services

After successful construction, the rental units will be part of our Sharon Manor Transitional Housing program. Sharon Manor combines safe, decent, affordable housing with client-centered support services, helping homeless victims of domestic violence to transition from violence and homelessness to safety and permanent housing. The Sharon Manor program is based on a victim-centered, trauma-informed care model that provides client-directed one-on-one case management, group training and an ongoing children's program. The comprehensive wrap-around services offered to homeless victims help ensure they can build resources for self-sufficiency and transition from homelessness to permanent housing. Success at Sharon Manor is determined by a client's ability to meet personally-identified goals, as well as their capacity to (1) increase household safety; (2) remain free from violent/abusive relationships; (3) identify and secure safe, decent and affordable permanent housing; (4) increase household income through improved employment and/or education/vocational training; (5) increase access to and use of community resources; and (6) report behavioral and/or academic improvement of children.

Clients living at Sharon Manor are living and working in Flagstaff. As single, predominately female heads of household, they earn an average annual income of

$10,500 at program enrollment, which is below the federal poverty level. More than 20% of clients have disabilities and/or special needs.

In calendar year 2018, Sharon Manor served a total of 36 households – 42 adults (over the age of 18) with 41 children. During the year, we provided 549 individual case management sessions and 79 group trainings. Our clients celebrated the following successes:

- 100% of households (36) created a safety plan for their household.
- 58% of households (21) created and utilized monthly budgets and expense tracking as a first step toward reducing expenses and/or improving financial stability.
- 48% of adults at Sharon Manor (20) improved their health.
- 50% of households had improved financial stability and/or increased household savings during the year.
- 11 households secured permanent housing when the left Sharon Manor.

Case management services for Sharon Manor residents and past residents, are made possible through grant funding support from the Arizona Department of Economic Security, the Arizona Department of Public Safety (Victims of Crime Act funding), United Way of N. Arizona, the Arizona Community Foundation and others. We also receive donations from individuals, as our agency is a qualified charitable organization for the Arizona Charitable Tax Credit.

The expansion of Sharon Manor to add additional housing units on one site is key because it will locate those additional transitional housing units near services. We already provide on-site case management, group trainings, tutoring assistance and a children's program. The Sharon Manor location is near the following key resources:

1. Public transportation – there is Mountain Line bus stop one block from Sharon Manor.
2. Banking – Arizona Central Credit Union is located one block from Sharon Manor.
3. Grocery – Safeway is located 0.38 miles away from Sharon Manor.
4. Recreation Center – the City's Rec Center is next door to Sharon Manor.
5. Schools – Coconino High School is located 0.19 miles from Sharon Manor and Killip Elementary School is 0.36 miles from Sharon Manor.
6. The Flagstaff Family Food Center is 0.57 miles from Sharon Manor.
7. North Country Healthcare is 0.61 miles from Sharon Manor.

6. Identify how this proposed project achieves the CDBG Primary and National Objectives by addressing how the project will develop viable urban communities and benefit low- to moderate-income persons or neighborhoods. Note: Your project does not need to align to all objectives. Be realistic. Focus your response on providing

decent housing, providing a suitable living environment and/or expanding economic opportunities principally for low-moderate income persons or neighborhoods.
The proposed project achieves two of the CDBG Primary objectives: (1) to develop viable urban communities by providing decent housing and (2) to deliver suitable living environments. The project will provide decent housing to five households initially (and many more households over the affordability period of 30 years). The units will also provide a suitable living environment for the tenants who live there. The units will provide transitional housing resources to low-income, formerly homeless households with a history of domestic violence. The units will be of new construction and energy efficient. 100% of HSNA past construction projects in the past 8 years have received recognition through the Coconino County Sustainable Building Program. We would apply to the Coconino County Sustainable Building Program to qualify these units, as well.

7. **Identify how the proposal meets one or more of the City Council's CDBG Priorities: Note: All Council Priorities need not be addressed with your project.**
The HSNA Sharon Manor Addition Project meets the following identified City Council CDBG priorities:
   a) Homelessness – HSNA has a 20-year history of working in partnership with community agencies, housing providers and social service organizations to meet the needs of homeless households in our community. We provide transitional housing to homeless victims of domestic violence through our Sharon Manor program. The expansion of Sharon Manor through this project will enable us to serve 5 additional homeless households, increasing the capacity of the Sharon Manor program by 21%. The need for homeless services in our community is significant and ongoing. Our local homeless shelters and domestic violence shelters are consistently full. These agencies refer homeless victims of domestic violence to Sharon Manor so victims can access more long-term housing and case management services. When clients move to Sharon Manor additional shelter beds are opened for homeless and DV households. We also work closely with the Front Door Coordinated Entry program, accepting referrals from the Front Door and attending weekly case conferencing. Our CEO serves on the Continuum of Care Executive Committee and the Front Door subcommittee. 100% of the new Sharon Manor units will serve homeless victims of domestic violence. 100% of households served will be low-income with incomes not exceeding 60% of the area median income, based on household size.

   b) Housing – rental/ownership – This project will provide 5 new units of dedicated affordable transitional rental housing, available to low-income, homeless domestic violence households in our community. 100% of the units will be affordable to households under 60% AMI. While at Sharon Manor, residents have the support services they need to identify and secure permanent, affordable housing. The investment in transitional housing helps clients to build self-sufficiency so they can escape permanently from violence and homelessness. Households exiting Sharon

Manor transitional housing are able to work with rapid rehousing programs and access our VOCA-funded relocation assistance. Both of these financial assistance programs help fund security deposits, first month's rent and the cost of utilities – the biggest hurdles for families looking to secure permanent housing.

8. **If applicable, indicate whether the project takes place in one of the four target neighborhoods.**
   The project will take place in the Sunnyside Neighborhood, one of the four target neighborhoods.

9. **Identify how the proposed project is consistent with the needs, priorities, goals and objectives identified in the City of Flagstaff Program 2016/2020 Consolidated Plan. (Include activity, special population, priority level and 5-year goal).**
   - This project is consistent with the needs, priorities, goals and objectives of the City of Flagstaff Program 2016/2020 Consolidated Plan. As identified in the plan's executive summary, "survey respondents identified the following priority needs: … emergency shelter and transitional housing for families," (Page 1). The Sharon Manor expansion will add transitional housing units to serve families in our community.
   - The plan's executive summary also states that "housing cost burden is the most significant housing program in Flagstaff. 2011 CHAS data when compared with 2011 household income and tenure suggests: Insufficient rental units affordable to households with income less than 30% AMI," (Page 2). The addition of 5 affordable transitional rental units will help increase the number of rental units affordable to very low-income households. While not all of the new transitional rental units will serve households under 30% AMI, they will serve a targeted, vulnerable population with incomes below 60% AMI. This population has a significant need for decent, affordable rental units.
   - The plan's executive summary states: "Needed public facilities located in LMI neighborhoods and/or serving LMI residents and people with special needs include emergency shelters and transitional housing, and facilities providing services to youth, seniors and people with special needs," (Page 3). The expansion of Sharon Manor will increase transitional housing resources for homeless victims of domestic violence in a targeted LMI neighborhood – Sunnyside. This is in keeping with this identified goal.
   - On Page 4 of the plan's executive summary, a high priority level goal is to increase the number of emergency beds/transitional shelter beds for families. The goal is to increase the number by 20 beds. The proposed expansion of Sharon Manor will increase the number of transitional housing units for families

by 5 units, serving an estimated 13 individuals at any one time. This project would make significant progress in achieving the stated Consolidated Plan goal to increase transitional housing units/resources for families.

10. Provide recent statistics, data or other information to define the community need for the proposed project. Please be detailed regarding local needs within Flagstaff City Limits.

The community need for transitional housing for homeless households is significant. HUD has indicated that transitional housing is an effective strategy to help target populations, such as domestic violence survivors, escape homelessness and transition to permanent, safe housing. The following statistics help demonstrate the need for additional transitional housing units to be built.

- Nationally…
  - 1 in 4 women will experience domestic violence in her lifetime.
  - 1 in 7 men will experience domestic violence in his lifetime.
  - Domestic Violence is a leading cause of homelessness for women and children in the United States.
  - Up to 60% of domestic violence perpetrators who abuse their intimate partner also abuse their children.
  - The strongest risk factor for transmitting violent behavior is when children witness violence. Boys who witness violence are twice as likely to abuse their intimate partner and children as an adult.
- In Arizona …
  - More than 800,000 and 400,000 men will experience domestic violence in their lifetime.
  - There is an average 75 domestic violence-related fatalities annually.
  - The rate of intimate partner homicides is 45% higher than the national average.
  - The state ranks 8th in the nation for domestic violence female homicides.
  - Somebody is physically abused every 20 minutes.
  - One or more children witness domestic violence in their home every 44 minutes.
  - In 2016, of those experiencing homelessness in the Balance of State Continuum of Care (Flagstaff is a part of this group), 32% of individuals attributed their homelessness to domestic violence, which required them to interact with multiple services and systems of care to attain and maintain safe, affordable housing.
- Locally …
  - 198 households who access Front Door Coordinated Entry services for homeless households identified they are (1) homeless and (2) have a history of domestic violence. (# of households screened by Front Door between 1/1/2018 and 2/15/2019.)

- Sharon Manor currently has a waiting list of 39 households. That waiting list represents a total of 108 individuals: 37 women, 2 men & 69 children.
- In 2018, Sharon Manor received applications for housing/assistance from 96 households.

10a. How will you identify success? Describe how your successes will be monitored beyond CDBG requirements?

Success will be determined by our ability to construct the proposed transitional housing units on time and on budget. We would also determine success based on our ability to lease the units in a timely fashion and benefit homeless domestic violence victims with the project. We also measure success through the success/outcomes of our clients. The additional transitional housing units will benefit households that will have support to increase income, improve physical and mental health, improve education and identify decent, safe and affordable permanent housing. These outcomes are tracked quarterly by case management staff at Sharon Manor.

11. Briefly describe the scope of the community collaboration surrounding the proposed project.

a) Be specific, citing additional leverage funding sources, agreements, staffing, partnerships, etc.

When Sharon Manor transitional housing units were initially constructed in 1999, the program was designed to be collaborative. In its 20-year history, collaboration has been a key accomplishment. This was done strategically. Victims of domestic violence have varied needs. They need access to a multitude of resources. It would be impossible to provide all services/resources to all domestic violence victim tenants at all times. In addition, the goal of transitional housing is to help victims leave the property/program. It is designed to be short-term in nature. When we connect victims to existing community resources, we avoid duplication of services and we ensure victims have access to critical community resources when they leave the property/program. This safety net helps victims to be self-sufficient and remain housed. The following is a list of community partners who already provide services to victims at Sharon Manor. This list is not comprehensive. These resources will be made available to the new tenants who will live at Sharon Manor in the additional transitional housing units.

Partner Agency	**Service(s) Provided**
North Country Healthcare	Health services, chronic health services, dental & mental health resources
Big Brothers/Big Sisters	Mentoring relationships for children at Sharon Manor
Coconino County Community Services	Eviction prevention, utility & move-in assistance

Dept. of Economic Security	Child care vouchers; temporary assistance for needy families
Northland Family Help Center	24-hr crisis line, lay legal advocacy, group trainings
The Guidance Center	Mental health and substance abuse resources for Sharon Manor families
Flagstaff Unified School Dist.	McKinney Vento services for homeless families; resources for children within district to ensure improved learning
Flagstaff Family Food Center	Free daily hot meals, food boxes for Sharon Manor Families, food for Children's Program
Catholic Charities	Permanent housing resources for Sharon Manor families, including permanent supportive housing and rapid rehousing
Front Door Coordinate Entry	Referrals for homeless households to Sharon Manor
Museum of N. Arizona	Free passes for children at Sharon Manor
Coconino County Health Dept.	Educational presentations re: health, dental & substance abuse

Ongoing partnerships will ensure the project's success and that the expansion successfully meets community needs. We continue to work collaboratively with the Continuum of Care, its members and the Front Door Coordinated Entry program to serve homeless households in our community.

b) If formal partnerships exist, please include documentation of all leveraged resources and identify leverage in budget.

In addition to the partners identified above who provide direct services to clients living at Sharon Manor, we have specific formal funding partnerships with the agencies/groups listed below. These partnerships are specific to the costs of construction/development for the Sharon Manor expansion and are reflected in our project budget:

- Land – As previously stated, the proposed project will be an expansion of existing transitional housing resources. HSNA owns the 1.05 acre property free and clear of liens and/or restrictions. We have met original financing compliance requirements to serve low-income domestic violence victims. Now, we are able to leverage the value of the land for this project. Because we are proposing for an addition, we already have site control. Estimated value of the land is $250,000, as documented by price opinion from Realtor Dave Lembke. Email from Dave is included in Tab 9.

- Financing – We are requesting $300,000 in CDBG funding, but this is not 100% of the money needed for construction and development costs. We are proposing to off-set the remaining $325,000 needed for this project through a construction loan that will convert to long-term mortgage financing. Our proforma indicates the proposed $325,000 in financing can be paid off over a 20-year mortgage with proposed rents. In Tab 9, we have included a letter from National Bank that indicates their interest in working with us to finance the project. National Bank was our lender for construction and long-term financing on the 16-unit Sharon Manor Apartment complex. The letter from National Bank indicates the Bank's interest in working with us. It is impossible to get a firm loan commitment at this time, given the uncertainty of CDBG leverage and the timeline before ground breaking (based on the timeline for the Notice to Proceed and pre-development City of Flagstaff approval).
- Arizona Dept of Public Safety – HSNA is currently in year 2 of a 3-year grant funding cycle from the Arizona Dept. of Public Safety. ADPS administers federal VOCA funding (Victims of Crime Act). These funds support case management and our children's program. We have included the two award letters from ADPS in Tab 9 of this application.

c) Attach letters of community collaboration/support for the specific project.

Please see letters of community support attached:

- Northland Family Help Center – NFHC provides emergency shelter, lay legal advocacy and counseling support to victims of domestic violence. NFHC refers clients to Sharon Manor to access transitional housing resources, which are longer-term in nature. When residents move into Sharon Manor it opens shelter beds at NFHC to assist households in crisis. Because of our ongoing referral partnership, NFHC provided a letter of support for this project.
- Catholic Charities – will provide referrals through Front Door and the Continuum of Care to ensure homeless domestic violence survivors are referred for transitional housing services at Sharon Manor. Catholic Charities also provides permanent housing resources for residents exiting Sharon Manor. We have successfully worked in partnership with Catholic Charities to collaboratively serve clients in need of housing for the past 10+ years. They have provided a letter of support for this project.
- The Guidance Center – The Guidance Center provides behavioral health resources and substance abuse/recovery resources to residents at Sharon Manor. Many of our residents have diagnosed mental health conditions. They seek group and one-on-one counseling from the Guidance Center. This referral relationship has been in place since Sharon Manor was constructed in 1999. The Guidance Center has provided a letter of support for this project.
- Arizona Community Foundation of Flagstaff – ACFF and its affiliates have been funding partners for the Sharon Manor program for 15+ years. We apply for

operational support annually to provide case management, children's group and program oversight. ACFF has provided a letter of support for this project.

- Continuum of Care & Front Door – HSNA is an ongoing, active participant in the County's Continuum of Care and Coordinated Entry efforts. HSNA staff serves on the COC's executive committee and the Front Door sub-committee. Because of this ongoing partnership and because the transitional housing units created through CDBG funding will serve homeless households, we have enclosed a letter of support from the Continuum of Care and another letter of support from the Front Door Coordinated Entry program.
- Hope Cottage/Sunshine Rescue Mission – Sharon Manor accepts referrals for transitional housing from Hope Cottage & Sunshine Rescue Mission. They are also members of the Continuum of Care and Front Door. Because of our long-term positive relationship, Hope Cottage/Sunshine rescue mission has provided a letter of support for this project.

12. Is your agency participating in coordinated entry, also known as Flagstaff's Front Door? If so, please provide the agency's MOU or a letter from the Continuum of Care.
Yes. HSNA is an active partner in the Front Door coordinated entry system and the overall Continuum of Care. Please see the attached letter from Ross Altenbaugh, Front Door committee chair in Tab 10.

13. Briefly describe:

a) The organization's history administering this or similar projects:
HSNA has a long history of successfully administering CDBG projects in partnership with the City of Flagstaff. In the past, HSNA has successfully utilized CDBG funding for new construction as well as rehabilitation projects to increase homeownership and rental opportunities for low-income households. We have also successfully used CDBG funds to provide down payment & closing cost assistance programs, helping low-income first-time homebuyers open the door to homeownership. Since 1999, HSNA has partnered with the City to administer more than $3 million in financial assistance (CDBG and general funds), leveraging more than $46 million in private mortgages.

Most recently, HSNA has utilized CDBG and HOME funding to construct six new units of affordable rental housing and rehab an existing structure, which is also rented to a low-income household. These units were constructed utilizing two CDBG grant awards and one HOME grant. The units were constructed at 2606 N. East St. and 2113 N. Second St. Both sites are in targeted low-income neighborhoods. We completed the construction/rehab in compliance with CDBG and HOME guidelines and have continued to rent the units to eligible households with no findings.

b) The organization's realistic capacity for undertaking this project:

HSNA has the capacity for undertaking and completing this grant within the timeframe provided because existing staff have the expertise and experience to administer the grant. Our CEO has extensive experience with development and construction projects, having completed several with HSNA utilizing federal funds. Our existing Sharon Manor staff has extensive experience working with federal and state regulations to meet the housing and case management needs of victims of domestic violence. They work routinely with referral agencies to ensure the Sharon Manor transitional housing units are filled with eligible households and that our current and past tenants have the resources they need to build self-sufficiency, remain free from violence and improve household income.

As a Community Housing Development Organization (CHDO), it is our mission to build and rehab affordable housing units. Our existing staff has spent the past 15 years doing just that. We have the expertise and capacity in-house to develop and construct these units. We have the expertise to work with community partners, the City of Flagstaff Community Development Dept, contractors, engineers and architects.

We have a history of utilizing federal funds in a compliant and thoughtful way and are familiar with the administrative requirements of construction projects that utilize federal grants, including Davis Bacon, MBE/WBE requirements.

c) Experience administering federal and state grants and complying with federal statutes. Please provide dates and award amounts:

In addition to having extensive experience successfully administering and completing CDBG projects in partnership with the City of Flagstaff, Housing Solutions of Northern Arizona also has experience with other federal and state grants. We have successfully utilized HOME funding through the State of Arizona to construct homes in Sunnyside and West Village Estates that helped increase the supply of safe, decent and affordable homes available to low-income working families. Our West Village Estates project was recognized by the State of Arizona with an Innovative Partnership Housing Hero Award. In May 2014, we completed construction on three new-construction and one rehab rental unit in Sunnyside utilizing HOME funds. This project resulted in four affordable housing units in Flagstaff. In 2015, we utilized CDBG funding, leveraged with private-sector grant funds and a construction loan to redevelop a dilapidated structure in Sunnyside, building a triplex on the property that provides safe, decent and affordable housing to low-income households.

We also have received Supportive Housing Program funds from the federal government passed through the State of Arizona to help with the operational and support services costs at Sharon Manor. These SHP dollars have been re-allocated within our Balance of State Continuum of Care to rapid rehousing dollars, in keeping

with HUD's funding priorities. Approximately 18 months ago, we received multi-year awards for transitional housing for domestic violence victims and victim services from the Arizona Department of Public Safety and the Arizona Department for Economic Security. We have administered these funds effectively through our Sharon Manor program with no findings.

In addition to these funds, HSNAZ receives HUD funds through the Rural Community Assistance Corporation for housing education and counseling services. Because we receive funding from HUD, we are obligated to follow HUD standards for homebuyer education and counseling, as well as file management and client tracking. We are audited by HUD and/or RCAC regularly so we can ensure that our procedures and processes are compliant with regulations. We have also been a subrecipient for National Foreclosure Mitigation Counseling funding through the Arizona Dept. of Housing and a subrecipient of the Arizona Attorney General's Office for their National Mortgage Settlement funds, providing housing counseling to households facing foreclosure. These federal and state funds require significant program compliance and regular audits.

Housing Solutions of Northern Arizona has worked closely with the City of Flagstaff to successfully administer CDBG grants since the City became a CDBG entitlement community. The staff is familiar with the administrative and reporting responsibilities associated with CDBG grants. As an organization, we have received the following CDBG grant awards from the City of Flagstaff.

Date of Funding	Award Amount	Project
07/2003	$58,141.00	New Home Construction (31C-03)
03/2006	$100,000.00	Acquisition/Rehab (91C-05)
07/2006	$30,000.00	Individual Development Accounts (101C-06)
07/2007	$107,000.00	Acquisition/Rehab (90C-06)
10/2007	$142,000.00	Housing Subsidy Grants (101C-07)
10/2007	$24,031.00	Minor Rehab – Sharon Manor (121C-07)
11/2008	$150,000.00	Acquisition/Rehab (91C-08)
01/2010	$160,000.00	Housing Subsidy Grants (101C-09)
06/2010	$150,000.00	Acquisition/Rehab (91C-10)
06/2010	$200,000.00	Down Payment Assistance (101C-10)
06/2011	$100,000.00	Down Payment Assistance (101C-11)
06/2012	$120,000.00	Down Payment Assistance (101C-12)
06/2012	$60,000.00	Acquisition/Rehab (91C-12)
05/2013	$138,404.79	Down Payment Assistance (101C-13)
05/2013	$70,336.86	Job Creation (201C-13)
05/2014	$150,000.00	Down Payment Assistance (101C-14)
05/2015	$205,000.00	Affordable Rental Development (21C-15)
05/2016	$120,000.00	Down Payment Assistance (101C-16)

1/2018	$139,083.00	Sharon Manor rehab (121C-17)

d) Was the agency ever asked to return awarded funds for cause?

During the past 14 years, we have never been asked to return awarded CDBG funds for cause. In 2012, we returned CDBG funding for the AFI/IDA program when we were unable to spend the funds on eligible households; however, this was not a reflection on the organization's competency. The program was challenged because of the income guidelines of a partner funder, as well as the economic downturn.

e) Has your agency ever requested a budget amendment or contract extension? If yes, why?

We have needed budget amendments/extensions for our CDBG-funded down payment assistance program, BFAP. The BFAP program is an excellent program, but it is impacted by the local housing market. Because funds are limited to households under 80% AMI, when the market increases and there is a lack of inventory of market-rate home available to low-income households, these households struggle to utilize our assistance to purchase a first home. Because of these market conditions, the spend-down on our BFAP program has been slower than anticipated. We are finishing up our Sharon Manor rehab at this time. We have asked for a small extension as we worked to save funds on flooring and have utilized those savings (with City approval) on additional rehab items such as new ADA accessible and low-flow toilets, new stoves and dishwashers. We anticipate this project will be completed shortly.

14. Divide the execution and administration of the project into areas of responsibility by providing the following:

a) Names, titles and resumes of all staff involved with carrying out these areas of responsibility.

- Devonna McLaughlin, CEO (in-house staff) – Devonna is the proposed project manager and would be responsible for overall program design and implementation. She is also responsible for ensuring the project is completed in accordance with grant funder guidelines and will provide reports as required.
- Greg Pishkur, General Contractor (in-house staff for AHC Construction) – Greg is responsible for providing in-house construction expertise. AHC Construction will bid to be the general contractor on this expansion project, but the project will be competitively bid, in accordance with City Procurement Standards. AHC Construction, under Greg's leadership, has expertise in working on CDBG-funded projects. Greg also has significant expertise in working with architects, engineers, City Development Services, subcontractors and contract laborers.
- Colton Whiting, Business Manager (in-house staff) – Colton is the business manager for HSNA/Sharon Manor and AHC Construction. In this role he will be responsible for paying contractors/subcontractors and ensuring all financial policies and procedures will be followed.

- Julie Montoya, Sharon Manor Program Manager (in-house staff for Sharon Manor) – As Program Manager, Julie is responsible for ensuring Sharon Manor transitional housing units are leased to program eligible households. She also works to oversee the Sharon Manor program, working with tenants and staff to ensure tenants build resources and can transition to safe, permanent housing. Julie also works to comply with all funder guidelines. Under her leadership, the Sharon Manor program continues to meet the critical needs of victims in a comprehensive manner compliant with all guidelines and regulations.
- CeCe Mitchell, Sharon Manor Case Manager (in-house staff for Sharon Manor) – As Case Manager, CeCe works with Sharon Manor residents and past residents to help them meet self-identified needs for independence. She helps victims create and implement a plan for self-sufficiency. She provides resources to community services and tracks client success.

b) Job descriptions for any new positions created for the proposed project.
We have attached job descriptions for all staff members working on the project. At this time, we are not proposing to hire new or additional staff members to implement this project.

c) Identify the project manager (this person is responsible for the project and must be directly employed by the applying agency).
The project manager is Devonna McLaughlin, CEO of Housing Solutions. Devonna is employed by HSNA, the applying agency and is in-house staff.

d) Distinguish between in-house agency staff and contracted assistance.
This designation has been done as part of Question 14a.

e) Include a listing of all staff positions and proposed CDBG funded positions in the Organization Chart.
Please see Organization Chart in Tab 11. However, the only CDBG funded position through this grant would be Greg Pishkur, general contractor, and contract laborers. CDBG funds would be used for construction and construction-related expenses.

15. Tab 7 of the check list requests a Schedule of Completion for this proposed project. In Appendix D, provide the following:

a) A narrative summary describing the expenditure of CDBG funds.
Please see information in Tab 7.

b) Explain the rate of expenditure and the predicted progress of the proposed schedule.
Please see information in Tab 7.

c) An estimated completion of the project.

The project construction should be completed by August 2020 and fully occupied with eligible households by October 2020, at the latest.

16. Tab 8 of the checklist requests a budget for this proposed project. In Appendix E, please provide a narrative summary describing exactly what CDBG Funds will pay for.

a) Include any contract bids or quotes for construction projects.

In Tab 8, please find the proposed budget for our Sharon Manor addition. We have also provided a budget narrative and included estimates for construction services and architect/engineering expenses.

Tab 7 – Schedule of Completion

Project Schedule														
City of Flagstaff														
Project Description: Transitional Housing for DV Victims/Sharon Manor Expansion														
Implementing Agency: Housing Solutions NAZ, Inc.														
Project No.:														
Date: 2/21/2019														
Households Served: 5 households (13.05 people)														
Item No.	**Item Description**		**YEAR 1st month begins with notice to proceed**											
		Prior to Notice to Proceed	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
1	Pre-Development: Complete Environmental Review requirements, architecture, engineering, concept & site plan approval (no CDBG expense); secure pre-develop loan/ financing; complete procurement process to identify general contractor													
2	Move existing tenants into permanent housing; relocate offices for case manager & children's program manager													
3	Secure building permits													
4	Construction of second story units													
4	Identify tenants/DV victims; lease-up													
5	Lease to eligible households													
6	Report progress to City staff													
7	Close out report and monitoring													

Narrative:

The proposed schedule of completion is realistic and based on HSNA's past experience in constructing affordable housing in Flagstaff. We understand City Council will make CDBG award determinations in April/May 2019. Based on past experience, we expect the Notice to Proceed to be issued in December, 2019 or January 2020. That gives us sufficient time to complete architectural and engineering so we can submit for concept and site plan approval. We will be ready to pull building permits when the Notice to Proceed is issued. HSNA loan funds will be used to pay for pre-development expenses. We will utilize CDBG and HSNA loan funds to complete construction. Construction will be completed within 5 months. This is a realistic timeframe for completion given the scope of the project. Because the proposal is within the existing building footprint, we do not have to complete any site work. We don't have to add parking or worry about stormwater. The elimination of these two items makes the construction timeline more than reasonable.

a) A narrative summary describing the expenditure of CDBG funds.

CDBG funding will be used for direct construction expenses. We will utilize CDBG funding first, before using loan funding for construction. This will reduce our interest-carry costs associated with the loan. We understand CDBG is paid on a reimbursement basis and have sufficient financial resources to pay for construction-related expenses and seek reimbursement from the City of Flagstaff.

b) Explain the rate of expenditure and the predicted progress of the proposed schedule.

CDBG funding should be spent within the first 2-3 months of construction. We will spend CDBG funds on construction prior to spending loan funds. This will help reduce interest-carry expenses associated with the construction loan. The project, itself, should be completed within 5 months. We have scheduled an additional 3 months after construction completion for lease-up, working with referral partners. We believe lease-up will occur more quickly, but gave extra time, just in case. The project should be completed well within 12 months of the Notice to Proceed.

Project Budget
City of Flagstaff
Community Development Block Grant (CDBG) Program

Project Description: Transitional Housing for DV Victims/Sharon Manor E
Implementing Agency: Housing Solutions of N. Arizona, Inc.
Project No.:
Date: 2/21/19
Households Served: 5 households (13.05 persons)

Item and Activity	Item / Activity Description	SOURCE 1 CDBG	SOURCE 2 Public - Incentive $	SOURCE 3 Private Financing/ Resources	SOURCE 4 HSNA Equity/ Grants	PROJECT TOTALS
1	**Soft Costs**					$8,400.00
A	Loan Fees & interest during construction			$7,000.00		
B	Appraisal			$800.00		
C	Insurance			$600.00		
2	**Direct Construction Costs**					$569,026.00
A	Direct Construction Costs (incl. sales tax & contingency)	$300,000.00		$269,026.00		
3	**Pre-Development**					$47,705.00
A	Architect & Engineering			$44,700.00		
B	City Development Review Fees (concept & site plan)			$3,005.00		
4	**Leveraged Funds**					$415,513.00
A	Rental Income - First Year			$45,648.00		
B	Land Value				$250,000.00	
C	Victim Services & Case Management				$119,865.00	
	Totals	$300,000.00	$0.00	$370,779.00	$369,865.00	$1,040,644.00

Narrative:
The proposed budget is reasonable and conservative. We have done our due diligence prior to application submittal to ensure the project is feasible. We have enlisted the services of an architect and engineer to determine the number of units that can be built on the site, and that the existing footings are sufficient for a second story. This fact reduces construction costs. We have met with the City of Flagstaff Development Services dept. for a pre-application meeting and understand the project is viable.

The proposed budget is realistic, based on the necessary scope of the project, construction and pre-development costs. We have included bids for construction, architect and engineering services. The cost of concept and site plan approval is based on the City fee schedule for these services. Loan costs and interest fees are based on past loans accessed by HSNA for construction/mortgage financing.

We have also included documentation of leverage. Specifically, we have included the following for leverage for this project:

1. Construction/Mortgage Financing – HSNA has a history of working with lenders/banks to secure construction financing that will convert to a long-term mortgage. The construction financing will fill construction funding gaps, so that we don't need to access CDBG funding for the total development budget. Construction financing is also leverage for our CDBG grant. National Bank of Arizona has a long history of working with HSNA to meet banking and lending needs. National Bank of Arizona provided the original mortgage financing on the Sharon Manor Apartments at construction. We have included a letter from National Bank demonstrating their willingness to work with us on this project. Specifically, we would seek $325,000 in construction financing from National Bank of Arizona to complete this project. The loan would be paid back based on the proposed pro-forma provided in this application.
2. Land – HSNA owns the land outright. The land is approximately 1.05 acres and is zoned high density residential. We have met program compliance requirements for the HOME funds we received to build the existing structure. We are then able to leverage the value of the land toward this project and demonstrate site control. Based on the attached email from Flagstaff Realtor Dave Lembke, we estimate the value of the land at $250,000. This reflected in the enclosed budget.
3. Victim Services & Case Management – The proposed project would be an expansion of transitional housing services for victims of domestic violence. Transitional housing is defined by its length (not to exceed 24 months) and the wrap-around services that tenants are provided. Through our victim-centered trauma-informed model, residents at Sharon Manor have access to one-on-one professional case management services, group trainings, tutoring and an ongoing children's program. These services are funded, in part, through our Victims of Crime Act grant (VOCA), administered by the Arizona Dept. of Public Safety. This is a multi-year grant. We have included the value of one year of this grant as leverage for the project as all residents in the additional 5 transitional housing units will benefit from these victim services, offered on-site. Documentation of this leverage is included in Tab 9.
4. Rental Income – We are proposing to charge rent on the transitional housing units constructed, as well as rent on the existing 8 studio apartments. Rent is based on low HOME rental limits published annually by the Arizona Dept. of Housing. Rents include all utilities. We have included, as leverage, the projected rental income for one year. Actual rental income will far exceed the amount projected, as it will be collected for the life of the improvements.

AHC CONSTRUCTION
ROC# 188417 & 282702

Devonna McLaughlin, CEO
Housing Solutions of Northern Arizona, Inc.
PO Box 30134
Flagstaff, AZ 86003

February 18, 2019

Dear Devonna,
Thank you for the opportunity to have worked with Housing Solutions of Northern Arizona to build your affordable housing triplex on East Street. We have enjoyed working with you and your staff on this project.

Thank you also for forwarding the architect's rough concept plan for the proposed addition of transitional housing units at your Sharon Manor site. We understand the proposal would be to add a second story to the "house" at Sharon Manor. We have examined these renderings and have provided the estimate below the building costs of the second-story addition.

AHC Construction estimates the total build cost of the second-story addition to be $569,026.00, based on the architect's renderings. Assumptions re: construction requirements:

1. Existing floor beams, interior footings and exterior footings can carry the additional floor and wall load without the need of any renovations to meet code requirements.
2. Existing parking on the site and adjacent site is sufficient to meet City parking requirements for the additional housing units.
3. No additional site work will be required to meet storm water requirements.
4. Existing water and sewer service to the property is sufficient to serve additional second-story units without a water line upgrade.
5. Existing HVAC for first floor is located in existing attic. Second story addition will impact existing HVAC and will require HVAC for first floor to be moved.

A specific construction cost estimate break-down is provided below:

Budget Line Item	Amount
Appliances	$10,000
Cabinets & Countertops	$10,000
Concrete	$8,000
Demolition	$8,000
Doors, Windows, Glass	$9,500
Drywall	$25,000
Electrical	$20,000
Fire Suppression	$5,000
Finish Carpentry	$15,000
Flooring	$26,500
HVAC (including new heat for 1st story)	$50,000
Insulation	$6,500

Painting	$25,000
Plumbing	$20,000
Roofing	$13,000
Rough Lumber	$75,000
Rough Carpentry	$65,000
Gutters	$3,500
Toilet Accessories, Mirrors, Etc.	$1,000
Window Coverings	$1,800
Shower Surrounds	$7,000
Stairs	$10,000
Supervision & Field Labor	$40,000
Building Permits	$5,000
General Requirement	$7,800
Overhead & Profit @ 10%	$46,760
Contingency @ 5%	$23,380
Sales Tax	$31,286
TOTAL	**$569,026**

Should you select AHC Construction to build this project, a revised estimate and bid will be provided after reviewing the architect's plans for permitting. Should you have any questions regarding our bid please do not hesitate to contact me on my cell at 928.380.9040.

Again, thank you for the opportunity to bid on this project. We look forward to hearing from you.

Sincerely,



Greg Pishkur
AHC Construction, LLC
Licensed Residential and Commercial Contractor
ROC 188417 / 282702

Sharon Manor
Renovation/Addition

Architectural Design Costs – February 19, 2019

Project is a second story addition to the existing building at 2303 North Izabel Street.

	Phase	Cost per phase
A	Concept Site Plan for City of Flagstaff	$1,500
A.1	Site Plan Submittal for City of Flagstaff	$1,200
B	Schematic Design Phase*	$4,000
C	Construction Documents Phase	
	Architectural	$12,000
	Structural Engineering	$14,000
	Mechanical/Plumbing Engineering	$6,000
	Electrical Engineering	$6,000
	TOTAL Cost for Construction Documents	$38,000
Total	Total cost for project**	$44,700.00

*The Schematic Design will need to be completed prior to the Site Plan Submittal to the City.
**Civil Engineering is not included in cost estimate.

Owner will supply as-built drawings of the existing building.

Cost is for services through completion of Construction Documents including city revisions required during the permit review process.

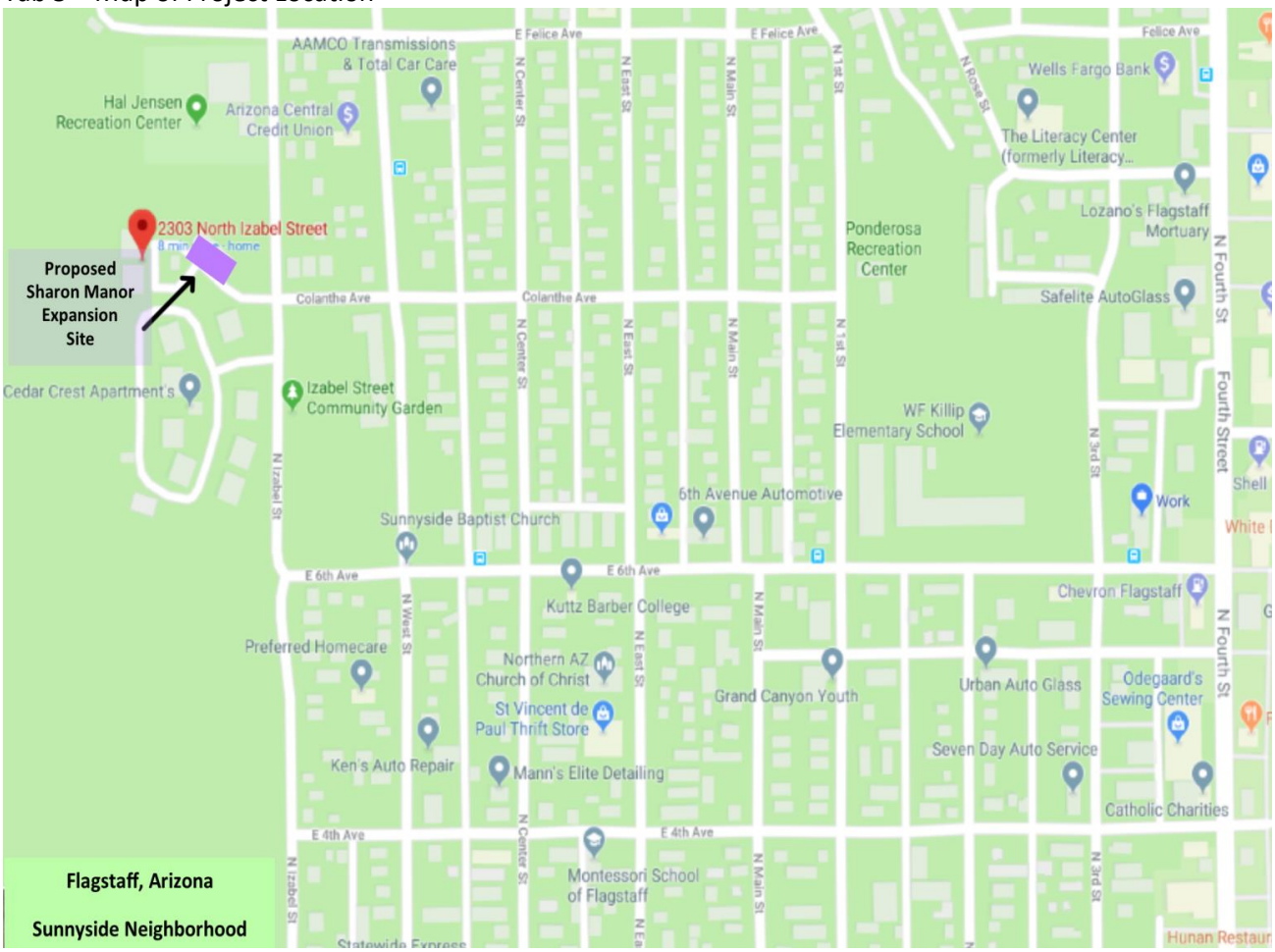
Construction Administration services will be provided on an as-needed basis and the time will be billed at the hourly rates of the Architect.

Cost does not include reimbursable expenses, such as printing costs, shipping costs, etc..

Shapes & Forms
ARCHITECTS, INC.

1823 West Heavenly Court
Flagstaff, Arizona 86001
(928) 213-9626
(928) 255-5537 FAX
www.shapes-forms.com

Tab 5 – Map of Project Location





Sharon Manor House

This location is confidential-please do not share


CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882

CITY OF FLAGSTAFF

Community Development Block Grant
Grant Application 2019

Flagstaff Family Food Center: Food Bank and Kitchen

Food Center and Kitchen Rehabilitation

DUNS: 866904733
SAM CAGE CODE: 7QSV3

Kristine Pavlik
Fundraising and Volunteer Specialist
kristine@hotfood.org
(928)864-6104

Total Points: 108

Appendix E
CDBG Project Ranking Form 2019/2020

City staff will use this form to evaluate potential projects. Assessments are based on CDBG eligibility criteria and the needs of the citizens of Flagstaff as identified in the Consolidated Plan. Consideration is given to past performance of the submitting organization. A summary of this evaluation is presented to City Council for their review and consideration in making final funding decisions. Maximum potential scores are listed in parenthesis next to the ranking form questions.

Agency Name: **Flagstaff Family Food Center: Food Bank and Kitchen**

Amount of Funds Requested: **$175,000**

Name of Project: **Food Center and Kitchen Rehabilitation**

☐ Public Service

☒ Housing/Rehabilitation

☐ Economic Development

Additional Considerations:

___**$58**___ **Ratio of dollars per person benefitted by proposed project**
(3,000 low to moderate income individuals in the target neighborhood of Sunnyside)

___**14%**__ **Percent of leverage toward proposed project** (must have letters of award for any leverage funds – these funds must also match and be outlined in the budget)

___**No**___ **Past successful CDBG contract administration** (yes or no)

1- 3. (For Public Service Submissions Only) How well does the answer define one of the following: (10 points)

a) A new service?
b) A quantifiable increase in the level of an existing service?
c) To what extent does the answer explain how the proposed project will fulfill service gaps in Flagstaff?

(Not at all) 0 1 2 3 4 5 6 7 8 9 10 (Very Much)

- Not applicable.

---

4. (For Economic Development Submissions Only) (1 point)

a) Did the agency check which economic development activity it was applying for?

No (0 points) Yes (1 point)

- Not applicable.

---

5. How well does the answer explain the proposed scope of the project? Does the answer include: (10 points)

a) Estimated number of persons to be served
b) Current status of the project
c) Are construction/concept plans attached with a scope of work for construction/rehabilitation projects (this is required if applicable)
d) Is a price estimate/quote attached for construction/rehabilitation projects (this is required if applicable)

(Not at all) 0 1 2 3 4 5 (6) 7 8 9 10 (Very Much)

- The organization has been around a long time and has self-managed through major changes. The ranking committee has no concerns about their level of service and their sustainability in responding to the community's need.
- The organization identified serving neighborhood children; this was valuable information regarding serving a target neighborhood.
- Details about the process and plan of action were necessary to indicate how the organization plans to service individuals during construction.
- The estimated numbers provided are inconsistent throughout the application. For example, on certain pages, it indicates 500 will be served each day, but on others, the number 525 is utilized. Additionally, the organization assists 7,000 unique individuals, but that isn't consistent with the 3,000 individual target neighborhood

totals. This application must be based on census numbers when serving target neighborhoods.

- More details were necessary to determine why there is a need for this project.
- The two quotes provided vary significantly and are not specific. Factors that could affect the quotes provided include Davis Bacon wage rates, the age of the roof, information about the type and condition of the floor, and consistency in the number of restrooms. The staff restroom was mentioned in one place, but not mentioned in the construction process. Other key information missing includes the age of the building and information about who owns the building and/or the land.
- No scope of work is needed for removing in-place equipment, but there does need to be a scope of work for the interior construction that will affect services provided.

---

6. How well does the answer explain how the project will achieve the CDBG Primary and National objectives? How well does the response explain how the project will: (10 points)

a) Provide decent housing; or
b) Provide a suitable living environment; or
c) Expand economic development opportunities

(Not at all) 0 1 2 3 4 5 6 (7) 8 9 10 (Very Much)

- Rankers appreciate that the organization provides volunteer opportunities, it's open from 8am-5pm, and anyone can have a warm meal. This application aligns with CDBG grant requirements because of its target neighborhood location.
- While there doesn't seem to be an explanation as to how the organization will accomplish a, b, and c, rankers agree the organization should provide a correlation between accomplishing a, b and c.
- The organization provides services to anyone in the Sunnyside neighborhood, which is a target neighborhood (stated in the grant). This target neighborhood serves 3,000 individuals below 51% AMI (which was not stated in the grant application).

---

7. How well does the answer explain whether the proposal meets one or more of the Council's CDBG Priorities (10 points)

Council's Priorities:

a) Neighborhood Revitalization
b) Housing – Rental and Ownership
c) Homelessness
d) Workforce Job Training
e) Education/ Early Childhood Development

(Not at all) 0 1 2 3 4 5 6 7 8 (9) 10 (Very Much)

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8. Does the proposed project take place in one of the target neighborhoods?

Target Neighborhoods: (5 points)

a) Southside
b) Sunnyside
c) La Plaza Vieja
d) Pine Knoll

0 (5)

---

9. How well does the answer document that the proposed project will meet the needs identified in the in the Program Year 2016/2020 Consolidated Plan? Are page numbers included? (10 points)

(Not at all) 0 1 2 3 4 5 6 7 (8) 9 10 (Very Much)

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10. How well does the answer justify the local need for the proposed project within Flagstaff city limits? Are recent data and/or supportive statistics attached? (10 points for both questions 10 and 10a)

10a. How will you identify success? Describe how your successes will be monitored beyond CDBG requirements

(Not at all) 0 1 2 3 4 5 6 (7) 8 9 10 (Very Much)

- Statistics need to be sourced and Flagstaff data is required. The only data source identified was a survey
- The organization's successes in improving local statistics could have been explained better.
- How is this renovation going to help enhance the service?

---

11. Is there evidence of community collaborations that can be effective programmatic support? Does the answer provide evidence of the following: (10 points)

a) Additional leverage
b) Agreements, staffing partnerships, etc.
c) Are current letters of community collaboration/support attached?

11a. Are you using leveraged funding? Keep in mind the leveraged dollars MUST tie to the project activity. Be specific, citing additional leverage1 funding sources, agreements, staffing partnerships, etc

(None) 0 1 2 3 4 5 (6) 7 8 9 10 (Extensive)

- If $7,000 for walk-in cooler repairs was already utilized, this cannot be applied as leverage. Leverage needs to take place in the same program year as the project.

[1] Leveraged funds are specific non-city, non-federal (unless specifically allowed) funds committed toward this project. Federal leverage dollars are allowed with CDBG funding.

- There was no letter provided from the private foundation listed for the $10,000 leverage.
- The ranking committee identified the large amount of in-kind food the organization provided to Flagstaff Shelter Services (FSS). A letter of support from FSS would strengthen the proposal.

---

12. Is the agency participating in coordinated entry (Front Door)? Is a Memorandum of Understanding (MOU) or a letter from the Continuum of Care included?

0 **(10)**

---

13. How well does the question describe: (10 points)

a) The organization's history administering this or similar projects?
b) The organization's realistic capacity for undertaking this project?
c) The organization's experience administering federal and state grants and complying with federal statutes?
d) Has the agency ever been asked to return awarded funds?

e) Has the agency ever requested a budget amendment or contract extension? If yes, was reasoning provided?

(Not at all) 0 1 2 3 4 (5) 6 7 8 9 10 (Very Much)

- The organization does not display substantial experience in administering federal or state grants, which increases the risk of successfully administering CDBG. It would have been to the organization's benefit to explain their successful history administering $200,000 in capital improvements or in-kind donations.
- There was no clear indication the project lead has experience in complying with federal grant management. Identifying staff's qualifications would decrease the risk assessment in this application.

---

14. Did the answer divide the organization's execution and administration of the project by the following: (10 points)

a) **Name**, **titles**, and **resumes** of the staff involved?
b) Job descriptions for any new positions?
c) Is project manager identified?
d) Is a distinction made between in-house staff and contracted assistance?
e) Does Tab 6 include all staff positions and CDBG proposed positions?

(None) 0 1 2 3 4 5 (6) 7 8 9 10 (Extensive)

- Tab 6 is blank and the resumes are out of place in the packet, which is confusing for the reviewers.
- The application includes the office manager's resume, but it doesn't represent their position with FFFC.

- If the resumes don't reflect experience and skills needed to do the job, the organization should provide examples for like experience.

---

15. Does Tab 7 (Schedule of Completion) include the following: (10 points)

a) A narrative summary describing the expenditure of CDBG Funds
b) The rate of expenditure and the predicted progress of the proposed schedule
c) An estimated completion of project.

(None) 0 1 2 3 4 5 6 7 (8) 9 10 (Extensive)

---

16. Does Tab 8 include a comprehensive budget for this proposed project? Is a narrative summary describing exactly what CDBG funds will pay for found in Appendix D? (10 points)

a) For construction contracts, were bids and/or quotes provided?

(None) 0 1 2 3 4 (5) 6 7 8 9 10 (Extensive)

- The bids are inconsistent in terms of services and the scope of work varies between bids (i.e. removal of flooring, number of restrooms, different approaches to dealing with roof).
- There was no letter or dollar amount assigned to fundraising independently for administrative costs. The organization's plan for fundraising was unclear (dollars that have not been raised are unsecured funds).
- With a project of this scope, the organization will have to conduct a formal bid process.
- "Another private foundation" was mentioned, but no specific information was listed about who they are or how much they're providing. How much are the administrative in-kind contributions mentioned?
- Scope of work does not match the bids and be more specific.

General Criteria:

1. **How realistic is this project in terms of probability of success within the community?** (10 points)

(Not at all) 0 1 2 3 4 5 6 (7) 8 9 10 (Very)

- The organization is a successful and critical service provider in the community.
- The application could better display the need and method of achieving the overall goal.
- The ranking committee didn't receive the level of detail necessary if they knew nothing about the organization.

- Organizational/staff capacity for successful administration does not demonstrate confidence or experience, and therefore, the probability of success is difficult to determine.
- No information was provided as to how the organization plans to address the construction while still providing services.

---

2. **How realistic is the 12-month Schedule of Completion? Was the correct format used in creating the schedule?** (5 points)

(Not at all) 0 1 2 3 4 (5) (Very)

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3. **How realistic is the project budget? Was the correct format used? Does the budget include:** (15 points)
    a. All funding sources to be used for the project, separating CDBG funds from non CDBG funds? (1 points)
    b. Leverage numbers on budget match to leverage letters (3 points)
    c. Is a realistic dollar amount assigned to any in-kind contributions? (1 points)
    d. Overall Budget Evaluation: (10 points)
    Is the project cost effective? What percentage of the project budget is leveraged funding? What percentage of the budget is for administration? Is the budget logical? Etc.

0 1 2 3 4 5 6 7 8 (9) 10 11 12 13 14 15

---

4. **Has the applicant exhibited competence in preparing this proposal?** (10 points)
    a. Thorough and complete answers, well-written, correct grammar, easy to follow format, etc.

(Not at all) 0 1 2 3 4 (5) 6 7 8 9 10 (Very Much)

- This organization is well respected and well regarded. The rankers are grateful for the work they've done in the community.
- To be competitive in the CDBG grant process, the organization must have commitment to detail, demonstrating competence and need on paper, and making a case for relevance to Flagstaff and federal regulations.
- While the application was well-written, some tabs were inaccurate/misaligned, and resumes require uniformity in formatting.
- To avoid assumptions based on vague information, the application would have been stronger if there was an explanation of how the organization serves the homeless; such as by supporting organizations that help the homeless or have direct contact with those supporting the homeless.

Executive Summary

Agency requesting funding: Flagstaff Family Food Center: Food Bank and Kitchen

Agency DUNS Number: 866904733

Agency CAGE (SAM.org) Number: 7QSV3

Are you a participating member in the Coconino County Continuum of Care? Yes

Amount of funds requested: $175,000

Project name: Food Center and Kitchen Rehabilitation

Please indicate the following agency representative who will be the primary contact person for this project:

Kristine Pavilk, Fundraising and Volunteer Specialist
Mailing Address: PO Box P, Flagstaff, AZ 86002
Phone: (928) 864-6104 Email: kristine@hotfood.org

Brief project description (4 to 5 sentences):

The Flagstaff Family Food Center: Food Bank and Kitchen (FFFC) serves hope to community members in need with hunger relief services and children's literacy programming. In the FFFC Kitchen, 237,000 nutritious and life-sustaining hot meals and lunches are prepared annually and provided to individuals in need either on-site or through FFFC service and delivery to social service agencies throughout Flagstaff. FFFC will utilize CDBG funding to rehabilitate the community dining room and kitchen located at 1903 N. 2nd St. in the Sunnyside neighborhood in Flagstaff, Arizona. The scope of work includes removal and replacement of flooring throughout the building, replacement of the roof, walk-in cooler repair, restroom renovations, plumbing/drainage repair, and new stacked ovens, warming units and exterior water bottle refill station.

Total estimated number of persons to be assisted:
525 persons will receive hunger relief services every day of the year. 240,000 meals will be provided.

Council CDBG priority (mark all that apply):
■Neighborhood Revitalization
■Homelessness

Will the activity take place in a target neighborhood?
■Sunnyside

Special population (if any) to be assisted:

■Abused Children	■Persons with HIV/AIDS
■Elderly Persons	■Migrant Farm Workers
■Severely Disabled Persons	■Persons experiencing homelessness
■Victims of Domestic Violence	■Illiterate Adults

Name of authorized representative: _____Monica Foos_____**Title:** ____Executive Director____

Signature: _____ **Date:** _____

Narrative Questions

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5. Describe the proposed scope of the project, including: *(10 Points)*
- An estimated number of persons who will receive assistance from the proposed activity (an average of 2.61 people per household).
- The current status of this project (i.e. planning stage, resubmission from last year, feasibility study completed etc.)
- Attach construction or concept plans with a scope of work if applying for construction or rehabilitation funding (required if applicable).
- Attach price estimate or quote if applying for construction or rehabilitation funding (required if applicable).

The Flagstaff Family Food Center: Food Bank and Kitchen (FFFC) serves hope to community members in need with hunger relief services and children's literacy programming. The Flagstaff Family Food Center will utilize CDBG funding to rehabilitate the community dining room and kitchen located at 1903 N. 2nd St. in the Sunnyside neighborhood in Flagstaff, Arizona. In the FFFC Kitchen, 237,000 nutritious and life-sustaining hot meals and sack lunches are prepared annually. Hot meals are prepared on-site and served to an average of 150 people every day of the year and approximately 145 persons receive sack lunches daily. In addition to our on-site hunger relief services, FFFC also prepares and delivers breakfast and dinner to Flagstaff Shelter Services for 120 individuals experiencing homelessness, 365 days a year. Between 80 and 100 sack lunches and snack bags are delivered to local social service agencies throughout the Flagstaff community for any individual in need of hunger relief. On average, an estimated 500 persons will be served by the hunger relief services provided at the Flagstaff Family Food Center in Sunnyside every single day of the year. It is estimated that over 7,000 unique individuals are assisted by programs operated at the FFFC Kitchen yearly.

In addition to hunger relief services provided at the Food Center and Kitchen, FFFC also offers Children's Literacy Programs to underserved neighbor youth and any child who visits the food center for a hot meal. Every day literacy volunteers are available to work with children on homework, reading skills, literacy games and social skills. These volunteers are available during the daily dinner service and children may utilize these services before and after their meal. While some youth visit the FFFC with their parents or guardians, many neighborhood children attend unaccompanied. In addition to daily operation, FFFC's Children's Literacy Programs include a 4-week summer reading enrichment camp and seasonal holiday themed Literacy Celebration days.

The scope of work for the Food Center and Kitchen Rehabilitation project includes removal and replacement of existing flooring throughout the building, replacement of the roof, walk-in cooler repairs, restroom renovations, plumbing/drainage repairs, and the purchase and installation of new stacked ovens, warming units, restroom baby changing stations and an exterior water bottle refill station. The Food Center and Kitchen Rehabilitation project is in the preliminary planning stage with some urgently needed repairs to the walk-in cooler having already been completed with funding from the Association of Arizona Food Banks. Two professional construction estimates for the proposed rehabilitation and renovations as well as two quotes for the necessary kitchen equipment and exterior water bottle refill station purchases can be found below. The total cost of the Flagstaff Family Food Center: Food Bank and Kitchen's Food

Center and Kitchen Rehabilitation project is estimated to be $207,000.

6. Identify how this proposed project achieves the CDBG Primary and National Objectives by addressing how the project will develop viable urban communities and benefit low-moderate income persons or neighborhoods. ***Note: Your project does not need to align to all objectives. Be realistic.*** **Focus your response on:** ***(10 Points)***
- Providing decent housing
- Providing a suitable living environment
- Expanding economic opportunities principally for low-moderate income persons or neighborhoods.

The Flagstaff Family Food Center: Food Bank and Kitchen's Food Center and Kitchen Rehabilitation project achieves the CDBG Primary and National Objective of providing a suitable living environment and expanding economic opportunities principally for low-moderate income persons or neighborhoods. The FFFC Community Dining Room and Kitchen is in the target neighborhood of Sunnyside (Census Tract 3, Block Group 2, 3, & 4). The FFFC community dining room, reading room and kitchen and services provided therein are available to all Sunnyside residents, of which more than 51% are low-moderate income households. Maintaining the FFFC building located at 1903 N 2nd St and improving this public facility is crucial to developing a viable urban community and will benefit not only the Sunnyside neighborhood residents but the entire community. The Flagstaff Family Food Center is not simply a kitchen but a community center, a safe space for children, families and individuals in need to come and join in the tradition of eating a warm meal around a table filled with friends, family and community. Access to nutritious food is paramount in creating a suitable living environment and FFFC provides healthy, life-sustaining meals to over 500 individuals every day of the year. Additionally, FFFC provides meals to social service agencies serving individuals and families experiencing homelessness and agencies located throughout Flagstaff.

7. Identify how the proposal meets one or more of the City Council's CDBG Priorities: Note: ***All Council Priorities need not be addressed with your project. (10 Points)***
a) Homelessness
b) Housing – Rental/ Ownership
c) Neighborhood Revitalization
d) Workforce Job Training
e) Education/ Early Childhood Development

The Flagstaff Family Food Center: Food Bank and Kitchen's Food Center and Kitchen Rehabilitation project proposal meets Flagstaff City Council's CDBG priorities of services for individuals and families experiencing homelessness and neighborhood revitalization. The FFFC Kitchen prepares and serves hot meals on-site to individuals experiencing homelessness every day of the year. In a survey of FFFC clients conducted in the summer of 2018, 65% of clients reported they did not have a permanent place to live. Additionally, FFFC provides Flagstaff Shelter Services with over 85,000 meals annually for their clients and this number will grow as FSS expands it's shelter capacity in the coming years. The FFFC community dining room, reading room and kitchen and services provided therein are available to all Sunnyside residents, of which more than 51% are low-moderate income households. Maintaining the FFFC building located at 1903 N 2nd St and improving this public facility will benefit the residents of and revitalize the Sunnyside neighborhood. With these improvements FFFC will continue to provide hunger relief and literacy services to youth, seniors, persons with special needs and those experiencing homelessness for years to come.

8. If applicable, indicate whether the project takes place in one of the four target neighborhoods *(5 Points)*
a) Southside
b) Sunnyside
c) Plaza Vieja
d) Pine Knoll

The Flagstaff Family Food Center: Food Bank and Kitchen's Food Center and Kitchen Rehabilitation project takes place in the target neighborhood of Sunnyside.

9. Identify how the proposed project is consistent with the needs, priorities, goals, and objectives identified in the City of Flagstaff Program Year 2016/2020 Consolidated Plan. (Include activity, special population, priority level and 5-year goal). *(10 Points)* The plan is available at www.flagstaff.az.gov/housing

The Flagstaff Family Food Center: Food Bank and Kitchen's Food Center and Kitchen Rehabilitation project is consistent with the needs, priorities, goals and objectives identified in the City of Flagstaff Program Year 2016/2020 Consolidated plan. On page 4 of the Executive Summary Facility Improvements is identified as a high priority level activity with a 5-year goal of assisting 500 people, specifically those facilities located in a target neighborhood and serving youth, seniors, persons with special needs and individuals and families experiencing homelessness. Additionally, the activity of ADA accessibility improvements is listed as a low priority with a 5-year goal of assisting 500 people. This FFFC project aligns with this goal as restroom renovations, flooring and new tables will make the Food Center ADA compliant and more accessible to persons with disabilities or special needs.

10. Provide recent statistics, data or other information to define the community need for the proposed project. Please be detailed regarding local needs within Flagstaff city limits? *(10 Points)*

In Arizona, more than 1.23 million people - suffer from food insecurity, or the inability to provide enough food to feed the household. Lack of consistent access to adequate food is a problem for 1 in every 6 Arizonans and 1 in every 4 children in Coconino County. 36.1% of households with children in the greater Flagstaff area experience food hardship every year which is defined as not having enough money to buy needed food during the previous twelve months. 27,220 people in Coconino County are considered food insecure which is 19.9% of the population. Of these 27,220 about 69% qualify for programs like WIC and SNAP but nearly 30% are above the threshold for these social safety net programs.

In Flagstaff, 69.1% of individuals living below the poverty level worked at least part time. These individuals are considered the working poor and they live from paycheck to paycheck without savings. When faced with a car repair, an increase in rent, or a medical emergency, these individuals and families fall behind in payments and cannot free themselves from crushing debt and are forced to choose between buying groceries and paying household bills.

Children are particularly vulnerable to the economic challenges facing Flagstaff families today. Children who grow up struggling with food insecurity and lack access to healthy food are at a greater risk of suffering life-long health related hardships and educational setbacks. Research

shows an association between food insecurity and delayed development in young children; risk of chronic illnesses like asthma and anemia; and behavioral problems like hyperactivity, anxiety and aggression in school-age children. The adults that food insecure children grow to become struggle to maintain consistent employment and are more likely to encounter health issues such as type 2 diabetes and obesity.

Food insecurity is a problem in every community around the country, but especially in high cost of living communities like Flagstaff, families struggle to make ends meet and too often must prioritize others bills above food. More than ever seniors, children, and the working poor need help attaining consistent access to nutritious food.

In a survey of FFFC clients, conducted in the summer of 2018 just 8% of individuals reported making over $24,000 per year while 79% reported making less than $12,000 annually. More than 75% clients surveyed stated they relied on the hunger relief services provided by FFFC to meet their nutritional needs every week.

10a. How will you identify success? Describe how your successes will be monitored beyond CDBG requirements

The Flagstaff Family Food Center: Food Bank and Kitchen will determine this project a success by tracking numbers of individuals assisted by the current programs as well as by the ability to expand programming. CDBG funding for facility improvements will allow FFFC to focus needed funds on expanding program reach and service both within Sunnyside to other social-service agencies. FFFC continued to see increased demand and need or hunger relief services. FFFC defines success as not only the ability to meet this demand and need for services but also on the ability to create new programs that serve community members in need and create pathways out of poverty.

11. Briefly describe the scope of the community collaboration surrounding the proposed project. *(10 Points)*
a) Be specific, citing additional leverage[1] funding sources, agreements, staffing partnerships, etc
b) If formal partnerships[2] exist, please include documentation of all leveraged resources and identify leverage in budget.
c) Attach letters of community collaboration/support for the specific project.

Community support for the Food Center and Kitchen Rehabilitation project is broad. Local social service agencies like Catholic Charities, Coconino Community Services and the Veterans Resource Center interact with individuals who rely on assistance from the Flagstaff Family Food Center daily. In addition to informal support from local social service agencies FFFC collaborates with Flagstaff Shelter Services to provide over 85,000 meals to FSS clients experiencing homelessness. Sack lunches are delivered on week days to NACA, the Flagstaff Public Library, the Front Door and Salvation Army for individuals accessing services provided by these agencies and in need of hunger relief. FFFC has formal partnerships with St Mary's Food Bank Alliance and Flagstaff Shelter Services. St Mary's Food Bank Alliance provides over $3,000,000 of in-kind food support for use in all the FFFC programs.

11a. Are you using leveraged funding? Keep in mind the leveraged dollars MUST tie to the project activity. Be specific, citing additional leverage[3] funding sources, agreements, staffing partnerships, etc (included in question 11 – 10 points)

The Flagstaff Family Food Center is leveraging funding from the Association of Arizona Food Banks and a private foundation to complete the non-capital portions of the rehabilitation project. AAFB provided $7,000 to repair the walk-in cooler and the private foundation will provide up to $10,000 to replace 12 tables for the community dining room. Additionally, FFFC has identified fundraising dollars that will be used for administrative costs associated with the project.

12. Is your agency participating in coordinated entry, also known as Flagstaff's Front Door? If so, please provide the agencies MOU or a letter from the continuum of care. (10 points)

The Flagstaff Family Food Center supports Flagstaff's Front Door and participates in the Continuum of Care. Letters from both are attached.

13. Briefly describe: *(10 Points)*
a) The organization's history administering this or similar projects.
b) The organization's realistic capacity for undertaking this project.
c) Experience administering federal and state grants and complying with federal statutes. Please provide funding dates and award amounts.
d) Was the agency ever asked to return awarded funds for cause?
e) Has your agency ever requested a budget amendment or contract extension? If yes, why?

The Flagstaff Family Food Center has utilized over $200,000 in capital grant funding and in-kind donations of work for rehabilitation projects at both the kitchen and warehouse locations. The Flagstaff Family Food Center is prepared to organize and manage a project of this scope and has the capacity to handle the project from start to finish. FFFC staff is capable of all necessary functions for administering this grant. While FFFC has not administered a federal or state grant yet the project lead has extensive experience with federal and state grant management. FFFC has never been asked to return awarded funds nor requested a budget amendment or contract extension on any previous or current grants.

14.Divide the execution and administration of the project into areas of responsibility by providing the following: (10 Points)
a) Names, titles, and resumes of all staff involved with carrying out these areas of responsibility
b) Job descriptions for any new positions created for the proposed project N/A
c) Identify the project manager (this person is responsible for the project and must be directly employed by the applying agency)

Fundraising and Volunteer Specialist Kristine Pavlik will be the project manager for the Flagstaff Family Food Center: Food Bank and Kitchen Food Center and Kitchen Rehabilitation project. Kristine has extensive experience with project and federal grant management. Her resume is attached below. Kristine will work with Facilities and Program Manager, Tim Joyce (resume attached below) to hire a general contractor who will provide construction and project manager for the entirety of the project. Vanessa Nicolai, Administrative Assistant will provide accounts payable services and assist with the grant billing process as well identifying bank financing if necessary. No new positions will be created by this project.

d) Distinguish between in-house agency staff and contracted assistance
e) Include a listing of all staff positions and proposed CDBG funded positions in the Organization Chart, found in Tab 11- organization chart.

The staff positions associated with the project include:
Kristine Pavlik, Fundraising and Volunteer Specialist – In-house agency staff
Tim Joyce, Facilities and Programs Manager – In-house agency staff
Vanessa Nicolai, Administrative Assistant – In-house agency staff

To be determined General Contracting Company – Contracted assistance

Only the contracted assistance will be funded by CDBG funds.

15.Tab 7 of the check list requests a Schedule of Completion for this proposed project. In Appendix D, provide the following: (*10 Points*)
a) A narrative summary describing the expenditure of CDBG Funds
b) Explain the rate of expenditure and the predicted progress of the proposed schedule
c) An estimated completion of project. *Note: The City of Flagstaff has timeliness expenditure requirements with HUD, therefore all contracts need to be spent in a timely manner.*

The Flagstaff Family Food Center: Food Bank and Kitchen's Food Center and Kitchen Rehabilitation Project will complete within 9 months of receipt of the CDBG Award Notice to Proceed. The first 3 months will be spent hiring a general contractor to oversee the project and beginning the design/plan drawing process as well as obtaining all necessary permits. Shortly after and weather permitting construction will begin. For the last 28 years the Flagstaff Family Food Center has served an evening meal with only 1 single night closure in that time period. Community members in need count on the meals and lunches provided by FFFC and construction will need to be completed swiftly to avoid any disruption in FFFC hunger relief services. Should the Notice to Proceed be released in September 2019, the Food Center and Kitchen Rehabilitation Project would be completed in its entirety by July 2020.

16.Tab 8 of the check list requests a budget for this proposed project. In Appendix E, please provide a narrative summary describing exactly what CDBG funds will pay for. *(10 Points)* a) Include any contract bids or quotes for construction projects.

The Flagstaff Family Food Center: Food Bank and Kitchen will utilize CDBG Grant Funds to pay for rehabilitation, repair, renovation, equipment and installation for the Food Center and Kitchen Rehabilitation Project. The Flagstaff Family Food Center has identified funding from the Association of Arizona Food Banks and another private foundation for the walk-in cooler repair costs as well as for the purchase of new tables for the community dining room. FFFC will utilize dollars fundraised independently to fund all administrative costs. CDBG Grant Funds will be used to pay for the hire of a General Contracting company to complete the scope of work outlined in the attached project estimates provided by AHC Constriction and Kinney Construction Services as well as the equipment estimates attached in the Narrative Attachment section.

Schedule of Completion

Project Schedule														
City of Flagstaff														
Project Description:	Food Center and Kitchen Rehabilitation													
Implementing Agency:	Flagstaff Family Food Center													
Project Number:														
Persons Served:	500 daily - 6,000 annually - 240,000 meals													
Date Submitted:	2/25/2019													
Action Items:	Item/Project Description	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th
1	Contract with General Contractor and begin permitting process	•	•	•										
2	Roofing Work				•									
3	Bathroom Renovations					•								
4	Kitchen plumbling and equipment installations						•							
5	Flooring Replacement							•						
6	Exterior Water Station installation								•					
7	Monitoring and Close Out									•	•	•	•	•

Schedule of Completion Narrative

The Flagstaff Family Food Center: Food Bank and Kitchen's Food Center and Kitchen Rehabilitation Project will complete within 9 months of receipt of the CDBG Award Notice to Proceed. The first 3 months will be spent hiring a general contractor to oversee the project and beginning the design/plan drawing process as well as obtaining all necessary permits. Shortly after and weather permitting construction will begin. For the last 28 years the Flagstaff Family Food Center has served an evening meal with only 1 single night closure in that time period. Community members in need count on the meals and lunches provided by FFFC and construction will need to be completed swiftly to avoid any disruption in FFFC hunger relief services. Should the Notice to Proceed be released in September 2019, the Food Center and Kitchen Rehabilitation Project would be completed in its entirety by July 2020.

Budget

City of Flagstaff
Community Development Block Grant (CDBG) Program

Project Description: Food Center and Kitchen Rehabilition
Kitchen
Project No.:
Date: 2/25/2019
Persons Served: 500 daily - 6,000 annually - 240,000 meals served

Item/Activity	Item/Activity Description	Source 1 CDBG	Source 2 Other Grant Funding	Source 3 Fundraising	Project Totals
1	**Construction**				$ 172,000.00
A	Plans/Permits and Pre-Work			3,000	
B	Flooring	40,000			
C	Restroom Renonvations	12,000			
D	Dining Room Expansion	7,000			
E	Plumbing repair and equipment installations	8,000			
F	Roof replacement/repair	95,000			
G	Walk In Cooler Repair		7,000		
2	**Equipment Purchases**				$ 23,000.00
A	Warmers	4,000			
B	Ovens	7,000			
C	Water Bottle Refill Station	2,000			
D	Tables (ADA Compliant)		10,000		
3	**Adminstrative**				$ 12,000.00
A	Manager Oversight			4,000	
B	Accounts Payable			3,000	
B	Insurance, Accounting			5,000	
		175,000	**17,000**	**15,000**	
					$ 207,000.00

Budget Narrative

The Flagstaff Family Food Center: Food Bank and Kitchen will utilize CDBG Grant Funds to pay for rehabilitation, repair, renovation, equipment and installation for the Food Center and Kitchen Rehabilitation Project. The Flagstaff Family Food Center has identified funding from the Association of Arizona Food Banks and another private foundation for the walk-in cooler repair costs as well as for the purchase of new tables for the community dining room. FFFC will utilize dollars fundraised independently to fund all administrative costs. CDBG Grant Funds will be used to pay for the hire of a General Contracting company to complete the scope of work outlined in the attached project estimates provided by AHC Constriction and Kinney Construction Services as well as the equipment estimates attached in the Narrative Attachment section.

Map of Project Location

Google Maps Flagstaff Family Food Center





Flagstaff Family Food Center

Grocery store

1903 N 2nd St, Flagstaff, AZ 86004

694M+MH Flagstaff, Arizona

Add missing information

Photos


CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882

Executive Summary
(Not to exceed one page)

Agency requesting funding: City of Flagstaff – Housing Section

Amount of funds requested: $250,000

Project name: Owner Occupied Housing Rehabilitation (OOHR) Program

Please indicate the following agency representative that will be the primary contact person for this project:

- Name Rick Emry
- Title Housing Rehabilitation Specialist
- Mailing address 211 West Aspen
- Fax number (928) 779-7684
- E-mail remry@flagstaffaz.gov
- Phone number (928) 213-2747

Brief project description (2-3 sentences):

To preserve existing affordable housing stock and benefit low income home owners of Flagstaff, the City will conduct owner occupied housing rehabilitation. The objectives of the program include: 1) elimination of health and safety hazards in the home; 2) facilitation of ADA accessibility and aging in place; 3) financial stabilization of low income households though the reduction of home repair and utility costs; 4) increased building performance through weatherization and performance enhancing measures; 5) revitalization of low income neighborhoods; 6) preservation of the entry level housing stock.

This program often serves seniors and disabled people and is one of the few programs that can keep people living in safe, decent, affordable housing as their abilities and income change.

Currently, there are 6 households on a waiting list for this program.

Total estimated number of persons to be assisted: (Average household size is 2.61 people per household) Minimum of 16 people (6 households)

Council CDBG priority (mark all that apply):

- ☒ Neighborhood Revitalization
- ☒ Housing
- ☐ Homelessness
- ☐ Mentally Ill and/or Serial Inebriate Populations

Will the activity take place in a target neighborhood?

- ☐ Southside
- ☐ Sunnyside
- ☐ La Plaza Vieja
- ☐ Pine Knoll

Priority is given to homes in target neighborhoods.

Special population (if any) to be assisted:

- ☐ Abused Children
- ☒ Elderly Persons
- ☒ Severely Disabled Persons
- ☐ Victims of Domestic Violence
- ☐ Persons with HIV/AIDS
- ☐ Migrant Farm Workers
- ☐ Homeless Persons
- ☐ Illiterate Adults


CITY OF FLAGSTAFF
ARIZONA
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Proposal Cover Page

Name of Proposed Activity: Employment Navigation Services for Individuals Experiencing Homelessness Project
Agency Name: Flagstaff Shelter Services
Agency DUNS Number: 833108801
Agency CAGE Number: 666CB
Primary Contact: Ross Altenbaugh, 928.225.2533 ext. 303 ross@flagshelter.org



Total Points: 131

Appendix E
CDBG Project Ranking Form 2019/2020

City staff will use this form to evaluate potential projects. Assessments are based on CDBG eligibility criteria and the needs of the citizens of Flagstaff as identified in the Consolidated Plan. Consideration is given to past performance of the submitting organization. A summary of this evaluation is presented to City Council for their review and consideration in making final funding decisions. Maximum potential scores are listed in parenthesis next to the ranking form questions.

Agency Name: **Flagstaff Shelter Services**

Amount of Funds Requested: **$100,000**

Name of Project: **Employment Navigation Services for Individuals Experiencing Homelessness**

☒ Public Service

☐ Housing/Rehabilitation

☐ Economic Development

Additional Considerations:

__$200__ Ratio of dollars per person benefitted by proposed project

__1,649%_ Percent of leverage toward proposed project (must have letters of award for any leverage funds – these funds must also match and be outlined in the budget)

___Yes___ Past successful CDBG contract administration (yes or no)

1- 3. (For Public Service Submissions Only) How well does the answer define one of the following: (10 points)

a) A new service?
b) A quantifiable increase in the level of an existing service?
c) To what extent does the answer explain how the proposed project will fulfill service gaps in Flagstaff?

(Not at all) 0 1 2 3 4 5 6 7 8 (9) 10 (Very Much)

---

4. (For Economic Development Submissions Only) (1 point)

a) Did the agency check which economic development activity it was applying for?

No (0 points) Yes (1 point)

- Not applicable.

---

5. How well does the answer explain the proposed scope of the project? Does the answer include: (10 points)

a) Estimated number of persons to be served
b) Current status of the project
c) Are construction/concept plans attached with a scope of work for construction/rehabilitation projects (this is required if applicable)
d) Is a price estimate/quote attached for construction/rehabilitation projects (this is required if applicable)

(Not at all) 0 1 2 3 4 5 6 7 (8) 9 10 (Very Much)

---

6. How well does the answer explain how the project will achieve the CDBG Primary and National objectives? How well does the response explain how the project will: (10 points)

a) Provide decent housing; or
b) Provide a suitable living environment; or
c) Expand economic development opportunities

(Not at all) 0 1 2 3 4 5 6 7 (8) 9 10 (Very Much)

---

7. How well does the answer explain whether the proposal meets one or more of the Council's CDBG Priorities (10 points)

Council's Priorities:

a) Neighborhood Revitalization
b) Housing – Rental and Ownership
c) Homelessness
d) Workforce Job Training
e) Education/ Early Childhood Development

(Not at all) 0 1 2 3 4 5 6 7 8 (9) 10 (Very Much)

---

8. Does the proposed project take place in one of the target neighborhoods?

Target Neighborhoods: (5 points)

a) Southside
b) Sunnyside
c) La Plaza Vieja
d) Pine Knoll

(0) 5

---

9. How well does the answer document that the proposed project will meet the needs identified in the Program Year 2016/2020 Consolidated Plan? Are page numbers included? (10 points)

(Not at all) 0 1 2 3 4 5 6 7 (8) 9 10 (Very Much)

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10. How well does the answer justify the local need for the proposed project within Flagstaff city limits? Are recent data and/or supportive statistics attached? (10 points for both questions 10 and 10a)

10a. How will you identify success? Describe how your successes will be monitored beyond CDBG requirements

(Not at all) 0 1 2 3 4 5 6 7 (8) 9 10 (Very Much)

---

11. Is there evidence of community collaborations that can be effective programmatic support? Does the answer provide evidence of the following: (10 points)

a) Additional leverage
b) Agreements, staffing partnerships, etc.
c) Are current letters of community collaboration/support attached?

11a. Are you using leveraged funding? Keep in mind the leveraged dollars MUST tie to the project activity. Be specific, citing additional leverage[1] funding sources, agreements, staffing partnerships, etc

(None) 0 1 2 3 4 5 6 7 8 (9) 10 (Extensive)

---

12. Is the agency participating in coordinated entry (Front Door)? Is a Memorandum of Understanding (MOU) or a letter from the Continuum of Care included?

0 (10)

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13. How well does the question describe: (10 points)

a) The organization's history administering this or similar projects?
b) The organization's realistic capacity for undertaking this project?
c) The organization's experience administering federal and state grants and complying with federal statutes?
d) Has the agency ever been asked to return awarded funds?
e) Has the agency ever requested a budget amendment or contract extension? If yes, was reasoning provided?

(Not at all) 0 1 2 3 4 5 6 7 8 9 (10) (Very Much)

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14. Did the answer divide the organization's execution and administration of the project by the following: (10 points)

a) **Name**, **titles**, and **resumes** of the staff involved?
b) Job descriptions for any new positions?
c) Is project manager identified?
d) Is a distinction made between in-house staff and contracted assistance?
e) Does Tab 6 include all staff positions and CDBG proposed positions?

(None) 0 1 2 3 4 5 6 7 (8) 9 10 (Extensive)

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15. Does Tab 7 (Schedule of Completion) include the following: (10 points)

a) A narrative summary describing the expenditure of CDBG Funds
b) The rate of expenditure and the predicted progress of the proposed schedule
c) An estimated completion of project.

(None) 0 1 2 3 4 5 6 7 (8) 9 10 (Extensive)

---

[1] Leveraged funds are specific non-city, non-federal (unless specifically allowed) funds committed toward this project. Federal leverage dollars are allowed with CDBG funding.

16. Does Tab 8 include a comprehensive budget for this proposed project? Is a narrative summary describing exactly what CDBG funds will pay for found in Appendix D? (10 points)

a) For construction contracts, were bids and/or quotes provided?

(None) 0 1 2 3 4 5 6 7 8 (9) 10 (Extensive)

General Criteria:

1. **How realistic is this project in terms of probability of success within the community?** (10 points)

(Not at all) 0 1 2 3 4 5 6 (7) 8 9 10 (Very)

- Fantastic local data from Flagstaff's Point in Time report. Ranking committee would have liked to understand what 38% of the organization's unduplicated clientele looks like.
- The description of how successes will be measured is great!
- Community demand is not shown in the application when it comes to the number of open jobs and how to sustain this project.
- Community need for this project is clear, but the project details are lacking specificity (i.e. What are the distinct roles employees have? What is their relationship to help individuals move from homelessness to employment?)
- How many people does the agency currently serve in comparison to the proposed 500 to be served with employment navigation services?
- How many childcare scholarships will be provided at Haven? Are there other early childhood programs willing to partner?

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2. **How realistic is the 12-month Schedule of Completion? Was the correct format used in creating the schedule?** (5 points)

(Not at all) 0 1 2 (3) 4 5 (Very)

- An ambitious goal of finding permanent jobs for 500 individuals with potentially significant barriers requires more solid data and a better schedule to reflect that those jobs are needed and available to fill in our community.

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3. **How realistic is the project budget? Was the correct format used? Does the budget include:** (15 points)
    a. All funding sources to be used for the project, separating CDBG funds from non CDBG funds? (1 points)
    b. Leverage numbers on budget match to leverage letters (3 points)
    c. Is a realistic dollar amount assigned to any in-kind contributions? (1 points)

d. Overall Budget Evaluation: (10 points)
Is the project cost effective? What percentage of the project budget is leveraged funding? What percentage of the budget is for administration? Is the budget logical? Etc.

0 1 2 3 4 5 6 7 8 (9) 10 11 12 13 14 15

- Please reference questions 1 and 2 for explanation.

---

4. Has the applicant exhibited competence in preparing this proposal?
(10 points)

a. Thorough and complete answers, well-written, correct grammar, easy to follow format, etc.

(Not at all) 0 1 2 3 4 5 6 7 (8) 9 10 (Very Much)

Executive Summary

Agency requesting funding: Flagstaff Shelter Services
Agency DUNS Number: 833108801
Agency CAGE (SAM.org) Number: 666CB
Are you a participating member in the Coconino County Continuum of Care? Yes
Amount of funds requested: $100,000
Project name: Employment Navigation Services for Individuals Experiencing Homelessness

Please indicate who will be the primary contact person for this project:

- **Name:** Ross Altenbaugh
- **Title:** Executive Director
- **Mailing address:** PO Box 1808, Flagstaff, Arizona 86002
- **Fax:** (928) 255-5525
- **E-mail:** ross@flagshelter.org
- **Phone:** (928) 225-2533 x303

Brief project description (4 to 5 sentences): Through this project, Flagstaff Shelter Services (FSS) will fill an otherwise unmet community need for comprehensive workforce development services tailored specifically for individuals experiencing homeless. By providing employment case management and successfully addressing common barriers to job placement and retention, these services will intentionally expand economic opportunities for low-income households. FSS will utilize CDBG dollars to purchase discounted monthly bus passes for project participants and to support the salaries of two new staff members, an Employment Navigator and an Employment Program Supervisor. Following the peer-to-peer model, the Employment Navigator will be a formerly homeless individual who will be tasked with providing employment services to individuals experiencing homelessness, networking with local businesses, and brokering jobs for project participants. The Employment Program Supervisor will be responsible for hiring and training the Employment Navigator, as well as building strong community and employer partnerships.

Total estimated number of persons to be assisted: (Average household size is 2.61 people per household) 500 unduplicated individuals to be assisted annually

Council CDBG priority (mark all that apply):

Neighborhood Revitalization
Housing – Rental and Ownership
X - Homelessness
X - Workforce Job Training
Education/Early Childhood Development

Will the activity take place in a target neighborhood? No

Special population (if any) to be assisted:

Abused Children
X - Elderly Persons
X -Severely Disabled Persons
X - Victims of Domestic Violence
X - Persons with HIV/AIDS
Migrant Farm Workers
X - Persons experiencing homelessness
X - Illiterate Adults

Name of authorized representative: Ross Altenbaugh **Title:** Executive Director

Signature: _____ **Date:** 2/13/19

Answer questions 1 - 3 for Public Service submissions only *(10 points)*

1. Mark the public service activity that best fits your proposed service.

o Employment services (e.g., job training)
o Crime prevention and public safety
o Child care
o Health services
o Substance abuse services (e.g., counseling and treatment)
o Fair housing counseling
o Education programs
o Energy conservation
o Services for senior citizens
X Services for homeless persons
o Welfare services (excluding income payments)
o Recreational services
o Other

2. Clearly define how the proposed service is one of the following:

1. A new service.
2. A quantifiable increase in the level of an existing service.

The mission of Flagstaff Shelter Services (FSS) is to provide individuals experiencing homelessness with crisis stabilization and the tools they need to achieve housing stability; regardless of faith, mental health, or sobriety. As the largest emergency shelter in Northern Arizona, FSS serves individuals along all points of the continuum. When a person's experience in homelessness begins, they enter through one of our community's "front doors", either at FSS or Catholic Charities. If in need of emergency shelter, the individual is welcome to stay at FSS, where shelter coordinators will ensure he/she has a safe, warm bed and access to medical care, laundry, healthy meals, hygiene supplies, and case management.

Many of these shelter clients, as well as other neighbors experiencing homelessness, are referred from Front Door to the FSS rapid rehousing program. This is where increasing income is critical. Therefore, in direct alignment with the mission of FSS, we are proposing adding workforce development services to our repertoire by implementing the *Employment Navigation Services for Individuals Experiencing Homelessness* project.

Employment services represent the missing piece of the homeless services puzzle. Therefore, the proposed project is a new but complimentary component to the existing system. Through this project, FSS will hire a skilled Employment Program Supervisor who in turn will hire, train, and mentor an Employment Navigator. Operating under the Intentional Peer Support model (IPS), the Employment Navigator position will intentionally be filled by someone with experience in homelessness and whose household income is 80% or less of the Area Median Income. The evidence-based IPS model was chosen for this project because individuals who have common life experiences with those they are serving "have a unique capacity to help each other based on

a shared affiliation and a deep understanding" of particular experiences (*Peer Support and Social Inclusion*, SAMHSA, 2015).

Both the Employment Program Supervisor and Employment Navigator will be tasked with providing employment case management, teaching basic employment skills, brokering jobs for project participants, and removing barriers to job placement and retention. Four of the common barriers include the following:

- Transportation
- Childcare
- Stable housing
- Continued education/certification

Through this project, participants will also receive assistance purchasing the items they need to be successful in the workplace, such as steel toe boots, appropriate workplace attire, and licenses/certifications. Expanding economic opportunities for individuals and families experiencing homelessness by offering employment services is an effective way of helping households transition from homelessness to permanent housing.

In addition to funding for the two salaried positions noted above, 17% of CDBG funds awarded will help address project participants' transportation challenges, which can often be a barrier to employment placement and retention. This will be accomplished through the purchase of discounted, 30-day bus passes from NAIPTA for participant use, which will be distributed by the two Front Door Specialists (at Flagstaff Shelter Services and Catholic Charities). While the project intends to serve 500 unduplicated individuals, 1,000 bus passes will be purchased as we realized many people may need two months worth (or more) of transportation assistance. In 2018, AAA estimated the yearly burden of car ownership being $8,849 per person. This figure - which includes the cost of fuel, maintenance, repairs, insurance, license/registration/taxes, depreciation and loan interest- indicates public transportation is the more cost-effective option for job seekers and newly employed individuals.

Beyond the CDBG funding period, the *Employment Navigation Services for Individuals Experiencing Homelessness* project will be sustained by generous individual donors and grant funding from foundation, corporate and government sources. By expanding its programming to offer workforce development services, FSS is opening itself up to countless new grant opportunities. Employment services that promote economic self-sufficiency are a common funding priority for large foundations, banks, credit unions, and other corporate partners. FSS has already discussed the proposed project with potential funders and has been invited to submit proposals in support of the project.

3. Discuss similar services that are offered in Flagstaff and how the proposed service is different than what is already offered to the community, (e.g. what gap will the service fill?)

By operating the largest emergency shelter in the region, running a successful rapid re-housing program, and serving as one of two Front Doors for the coordinated entry project, the staff at Flagstaff Shelter Services (FSS) see the gaps in the local social service delivery system every day and are prepared to help fill them. Workforce development is one of these major gaps. While

there are other local agencies that offer workforce development services in Flagstaff, there is a glaring community need for low-barrier employment services for persons experiencing homelessness that includes case management.

The *Employment Navigation Services for Individuals Experiencing Homelessness* project will fill this gap, providing comprehensive workforce development services specifically tailored for individuals experiencing homelessness and the unique challenges they face. In addition to directly providing services, project staff will partner with and refer participants to other employment services providers as appropriate. FSS is not interested in duplicating existing community services, and local employment services providers agree this project will fill a gap in services that improve outcomes specifically among individuals experiencing homelessness. (See Tab 10 for letters of community support from Goodwill, The Literacy Center, and Quality Connections).

Answer question 4 for Economic Development submission only. *(1 point)*

4. Economic Development activities create jobs or support businesses in low income neighborhoods or for low income people.

N/A

Answer the following questions for ALL submissions:

Please ensure that each question is accompanied with a thorough answer. Repetition is acceptable and proper placement to the answer could affect ranking points.

5. Describe the proposed scope of the project, including: ***(10 Points)***
- An estimated number of persons who will receive assistance from the proposed activity (an average of 2.61 people per household).
- The current status of this project (i.e. planning stage, resubmission from last year, feasibility study completed etc.)

To respond to an identified community need for tailored, comprehensive employment services for individuals struggling with housing instability, Flagstaff Shelter Services (FSS) has designed and plans to implement the *Employment Navigation Services for Individuals Experiencing Homelessness* project. The project, which has been approved by the FSS Board of Directors and is currently in the planning stage, is expected to benefit 500 unhoused individuals. Most of these individuals will enter the system through Front Door Coordinated Entry and rely on emergency shelter.

To implement the proposed employment services, Flagstaff Shelter Services will hire a skilled Employment Program Supervisor. This position will be tasked with hiring, training, and mentoring an Employment Navigator. Together, these two staff members will serve 500 people annually, providing employment case management, teaching basic employment skills, brokering jobs for project participants, and removing barriers to job placement and retention. Additionally, to avoid duplication of existing community services, they will refer project participants to partner agencies as appropriate. FSS is committed to bringing the right collaborators to the table to

ensure project success, and this includes other employment services providers, local employers, and a network of reputable landlords.

6. Identify how this proposed project achieves the CDBG Primary and National Objectives by addressing how the project will develop viable urban communities and benefit low-moderate income persons or neighborhoods. *Note: Your project does not need to align to all objectives. Be realistic.* Focus your response on: ***(10 Points)***
- Providing decent housing
- Providing a suitable living environment
- Expanding economic opportunities principally for low-moderate income persons or neighborhoods.

The *Employment Navigation Services for Individuals Experiencing Homelessness* project is in direct alignment with the CDBG National Objective pertinent to Flagstaff of serving individuals that are defined by the Department of Housing and Urban Development (HUD) as low to moderate income (LMI) persons as it will benefit 500 extremely LMI persons. The project falls under the *Limited Clientele Category* (subcategory 2) since all individuals to be served will meet the federal definition of homeless as determined by HUD.

The *Employment Navigation Services for Individuals Experiencing Homelessness* project will provide case management-based workforce development services that remove barriers to economic advancement in order to meet the basic needs of some of the most vulnerable people groups in our community (individuals experiencing homelessness, many of whom are survivors of domestic violence, elderly persons, severely disabled persons, individuals living with HIV/AIDS, and illiterate adults). The proposed project will support two of the three CDBG Primary Objectives:

- **Providing decent housing:** The ultimate goal of every new project FSS undertakes, including the one being proposed, is to help extremely LMI persons secure permanent, decent, and affordable housing. In 2018, FSS permanently housed 355 people. This number is expected to grow even larger once tailored employment services are offered at FSS and economic advancement is accessible. As such, FSS will leverage its Housing Case Management staff to bring necessary housing stabilization that decreases barriers to employment retention.

- **Expanding economic opportunities for low-moderate income (LMI) persons:** The *Employment Navigation Services for Individuals Experiencing Homelessness* project expects to reach 500 extremely LMI individuals annually. As a result of the employment case management provided, the relationships built with local employers, and the removal of barriers to job placement, at least 300 people are expected to secure employment through this project each year. This means 60% of project participants will see a significant increase in stable income, which is a critical component of maintaining long-term housing stability. This is in direct alignment with the CDBG Primary Objective to expand economic opportunities to LMI households.

7. Identify how the proposal meets one or more of the City Council's CDBG Priorities: Note: *All Council Priorities need not be addressed with your project.* ***(10 Points)***

a) Homelessness
b) Housing – Rental/ Ownership
c) Neighborhood Revitalization
d) Workforce Job Training
e) Education/ Early Childhood Development

The proposed *Employment Navigation Services for Individuals Experiencing Homelessness* project meets three of the five City Council CDBG Priorities:

- **Homelessness:** All individuals served by Flagstaff Shelter Services (FSS) qualify under the Department of Housing and Urban Development definition of homeless. By expanding economic opportunities for this vulnerable population through comprehensive employment navigation services, the proposed project will contribute to decreased rates of homelessness in Flagstaff.

- **Housing – Rental/ Ownership:** Through this project, long-term housing will be addressed as it is a common barrier to employment placement and retention. Project staff will work closely with Flagstaff Shelter Services' (FSS) Housing Case Managers and a network of reputable, local landlords to help individuals and families receiving employment services secure affordable, permanent housing that they will soon have the income to maintain. Since FSS began employing Housing Case Managers and partnering with local landlords in 2015, over 600 individuals have been permanently housed, and 90% of them remain successfully housed to this day. By increasing households' income levels, the proposed project is sure to significantly increase the number of individuals and families who successfully transition from homelessness to permanent housing.

- **Workforce Job Training:** Serving 500 individuals annually, the proposed project will prepare individuals experiencing homelessness for success in the workplace and will remove barriers to employment placement and retention. Project staff will offer career advisement, resume building assistance, interview practice, assistance enrolling in certification programs, transportation to/from job interviews, and wrap-around supportive services. Individuals with minimal work experience will be connected to apprenticeships, on-the-job training, and job shadowing opportunities. Additionally, because soft skills are important indicators of job performance and retention, project participants will learn appropriate workplace communication, the importance of a strong work ethic and positive attitude, time management skills, how to accept and learn from criticism, and problem-solving skills. All of these services will prepare individuals well for employment success, thus promoting housing stability and economic self-sufficiency. Lastly, the Employment Navigator position will be filled by somebody with lived experience in homelessness who is living at or below 80% AMI. Following the train-the-trainer model, this person will be trained and mentored by the Employment Program Supervisor, thus increasing the skills and income of the Employment Navigator.

8. If applicable, indicate whether the project takes place in one of the four target neighborhoods ***(5 Points)***

N/A

9. Identify how the proposed project is consistent with the needs, priorities, goals, and objectives identified in the City of Flagstaff Program Year 2016/2020 Consolidated Plan. **(Include activity, special population, priority level and 5 year goal)**. ***(10 Points)***

The *Employment Navigation Services for Individuals Experiencing Homelessness* project will benefit extremely low-to-moderate income households with activities consistent with the CDBG category: *Human Services and Economic Opportunities, including services for people experiencing homelessness*. Additionally, the project directly meets goals outlined in the City of Flagstaff's 5-Year Consolidated Plan as it addresses the following:

Priority Need: Public Services & Economic Opportunities
Activity: Service and facility operating support
Special population: Yes **(**Individuals experiencing homelessness)
Priority level: High
5 year goal: 2,000 people

Priority Need: Public Services & Economic Opportunities
Activity: Employment & Job Training Support Services
Special population: No
Priority level: Low
5 year goal: 5 people

Priority Need: Addressing Homelessness
Activity: Service and facility operating support, including outreach
Special population: Yes (Individuals experiencing homelessness)
Priority level: High
5 year goal: 5,000 people

With 83% of the requested CDBG funds supporting the salaries of two new and crucial staff positions (an Employment Program Supervisor and an Employment Navigator), these CDBG funds will provide service operating support for the proposed project. In direct alignment with the City's two high-priority goals listed above, this project will benefit individuals and families experiencing homelessness in Flagstaff. It will expand economic opportunities by providing at least 500 individuals experiencing homelessness with tailored employment support services.

Project participants will also receive housing placement services from a Flagstaff Shelter Services (FSS) Housing Case Manager to quickly and successfully connect them to decent, affordable, permanent housing. FFS operates under the Housing-First model, the nationally-recognized approach for quickly connecting people to stable housing. This model focuses on moving people to long-term housing first and then providing the wraparound, supportive services they need to maintain that housing. This shortens individuals' stays in temporary shelters and

ensures households have the resources they need to maintain their housing and prevent a return to homelessness.

10. Provide recent statistics, data or other information to define the community need for the proposed project. Please be detailed regarding local needs within Flagstaff City Limits. ***(10 Points)***

Homelessness is a significant challenge in Flagstaff that is both caused by and results in unemployment. A lack of employment income is often a contributing factor to people becoming homeless. At the same time, it can be extremely challenging to (1) obtain employment without a permanent address and (2) maintain employment without stable housing. The list of barriers to employment placement and retention for individuals experiencing homelessness is lengthy, with four common ones being transportation, childcare, stable housing, and continued education/certification. The *Employment Navigation Services for Individuals Experiencing Homelessness* project will intentionally and strategically address these and other barriers and will prepare participants for success in the workplace. After being hired, participants will receive follow-up services from project staff to address challenges and promote employment retention.

Like all Flagstaff Shelter Services (FSS) services, the ultimate goal of the project is to help individuals and families experiencing homelessness secure safe, long-term housing that they have the resources to maintain. Under Housing-First are two models: rapid rehousing (RRH) and permanent supportive housing (PSH). With only 207 PSH units in in Coconino County and an extremely long wait list (185 households currently waiting for a unit), PSH options are extremely limited in our community. PSH is also a more expensive option than rapid rehousing. For these reasons, RRH is the more appropriate solution for ending individuals' stays in homelessness in our community. Yet on the night of the 2018 Coconino Point-in-Time Count, 75% of sheltered households were in the most costly options- emergency shelter and PSH. That is because approximately one-third of individuals experiencing homelessness in Coconino County currently score into PSH when initially assessed. But because PSH units are so limited in our community, these individuals end up in lengthy stays in emergency shelter.

This can be resolved by helping individuals become eligible for less costly and more accessible housing options, like RRH. One of the simplest ways of doing this is by helping people secure employment and be successful in the workplace. This is precisely what the proposed project will do. It will make participants eligible for rapid rehousing by helping them increase their income. By expanding economic opportunities for individuals and families experiencing homelessness, this project will reduce individuals' barriers to the housing inventory available in Flagstaff.

Flagstaff's homeless services providers and employment services providers agree that employment services are the missing piece in the community's homeless services delivery system. These partners of Flagstaff Shelter Services- Goodwill, Quality Connections, and The Literacy Center- firmly believe case management-based employment services tailored to address the unique challenges faced by individuals experiencing homelessness is a necessary addition to the existing system. See Tab 10 for community support letters from Goodwill, Quality Connections, and The Literacy Center.

Data from the most recently published Point-in-Time Count supports the notion that, while employment services are already being offered to the general public by other local agencies, there remains a community need for workforce development services targeted specifically for individuals experiencing homelessness. In the 2018 Coconino Point-in-Time Count, there were 86 unsheltered households interviewed. Of these, 74 (86.04%) were in Flagstaff, and 33 (38.37%) reported that unemployment or loss of a job were contributing factors to their homelessness. In the 2018 Balance of State Point-in-Time Count (of which Flagstaff is a part), less than 16% of unsheltered individuals surveyed reported being employed (Arizona Department of Housing's *2018 Arizona Balance of State Continuum of Care Sheltered & Unsheltered Point in Time Report*).

10a. How will you identify success? Describe how your successes will be monitored beyond CDBG requirements

Indicators of success for the proposed *Employment Navigation Services for Individuals Experiencing Homelessness* project:

- An Employment Program Supervisor has been hired.
- Employment Program Supervisor has hired and trained an Employment Navigator (person with lived experience in homelessness who is living at or below 80% AMI).
- The Employment Program Supervisor and Employment Navigator have built relationships with 50 employer partners.
- At least 500 unduplicated individuals have received employment navigation services from FSS staff.
- A total of 200 unduplicated individuals have been referred to partner agencies, such as Quality Connections, Goodwill, or The Literacy Center.
- One thousand 30-day bus passes have been distributed to project participants.
- At least 300 individuals have seen an increase in income due to securing full- or part-time employment.
- At least 50% of employed participants have maintained their jobs for at least six months.
- At least 300 individuals have transitioned from homelessness to housing stability.

The Employment Program Supervisor and Employment Navigator will be tasked with tracking the majority of the above indicators of success. The two Front Door Specialists, however, will track bus pass distribution, and Flagstaff Shelter Services' Housing Case Managers will work in concert with employment staff to track transitions from homelessness to stable housing. Housing and income changes will be logged in the web-based Homeless Management Information System (HMIS), which any homeless services provider can access. Case notes kept up-to-date by employment staff will be used to track individual participants' progress and the overall program impact. Information collected and analyzed will include services accessed by participants, basic skills progress, obtainment of high school diploma (or GED) and occupational skill certificates, employment status, hourly rate increases, and amount of financial or in-kind support received through the project (for work boots, appropriate work clothes, etc). The Employment Navigator will collect data monthly and report on it to the Employment Program Supervisor, who will be tasked with sharing project successes and challenges with Flagstaff Shelter Services' Executive Director and partner agencies.

11. Briefly describe the scope of the community collaboration surrounding the proposed project. ***(10 Points)***
a) Be specific, citing additional leverage[1] funding sources, agreements, staffing partnerships, etc
b) If formal partnerships[2] exist, please include documentation of all leveraged resources and identify leverage in budget.
c) Attach letters of community collaboration/support for the specific project.

The success of the proposed project will be in large part due to strong collaborations with local employers, landlords, and other service providers. These partnerships will equip Flagstaff Shelter Services (FSS) to successfully help individuals experiencing homelessness obtain and maintain employment that enables them to achieve long-term housing stability.

a) A listing of community collaborations providing leverage are as follows:

- **Flagstaff Family Food Center (FFFC)** will provide daily meals to individuals receiving employment services through FSS. Offering a leverage total of **$323,025**, this agreement will ensure individuals experiencing homelessness have access to nutritious food as they prepare to enter the workforce.
- **Flagstaff Shelter Service (FSS)** will leverage a total of **$1,222,646** for this project. This includes building assets ($982,646), program support services ($10,000), direct client support ($5,000), 33% of the Director of Programs' salary ($20,000) for project oversight, and 75% of three Housing Case Management staff salaries ($90,000) to bring necessary housing stabilization that decreases barriers to employment placement and retention. It also includes leveraged funds from Arizona Department of Housing ($115,000) – See Tab 16 for Funding Agreement.
- **Front Door Coordinated Entry** will provide **$80,000** worth of in-kind staffing support to the proposed project to ensure individuals participating in Front Door are referred to employment navigation services when appropriate and offered a 30-day bus pass to assist with transportation to access these services.
- **Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA)** understands that transportation is one for the four critical barriers to gainful employment and will help address this by providing discounted 30-day bus passes for individuals receiving employment services through the proposed project. By providing 1,000 bus passes (valued at $37,000) for only $17,000, this will save FSS $20,000. Additionally, NAIPTA donated two vans (valued at $1,500 each) to FSS to further the day-to-day transportation needs of the shelter and to be used by the Employment Navigator. This brings NAIPTA's total leverage value for this project to **$23,000**.

b) See Tab 9 for leverage/in-kind letters.

c) Other community supporters for this project include but are not limited to:

- **Goodwill of Central & Northern Arizona** sees the proposed project as complementary to the employment services offered at their Career Center and is looking forward to partnering with FSS to improve employment outcomes of individuals experiencing homelessness.

- **Quality Connections** views the proposed project as an effective way to move the needle for individuals experiencing homelessness and is thrilled to work in concert with FSS on the proposed project.
- **The Literacy Center** will continue to support the work of FSS by providing volunteers equipped with laptops to help shelter residents create resumes and fill out online job and housing applications.
- **Catholic Charities** offers their full support for the proposed project and agrees it addresses the missing piece of the homeless services puzzle.
- **Coconino County Community Services** is in full support of the proposed project and will promote project success by offering participants financial empowerment workshops, one-on-one financial coaching and utility assistance as appropriate.
- **U.S. Representative Tom O'Halleran** has visited FSS and fully supports the vital services the organization provides to communities in his district.
- **Walmart** supports the proposed project and will therefore set up a purchase order process with FSS to ensure that newly employed individuals experiencing homelessness have access to the workplace attire and footwear they need.
- **Haven Montessori Children's Home** will offer support to the proposed project by offering childcare scholarship opportunities to families served by FSS as they enter the workforce. Haven will also make the FSS Employment Navigator aware of job opportunities within the school and will make job offers to suitable applicants referred by FSS employment staff.
- **Safeway, Sprouts, Camping World of Flagstaff, International Minute Press, Kit Carson RV Park, Deep Roots Landscaping, La Santisima, Eat n' Run Café, Beaver Street Brewery, Mike & Ronda's The Place, Jitter's Lunchbox, Pizzicleta, Speedi's Car Wash & Fuel,** and **Creative Spirits** are the project's other employer partners. Each will work closely with the FSS employment staff to identify, hire, and train suitable job applicants. To address employment retention, these employers will also collaborate with FSS employment staff to ensure newly hired project participants have their comprehensive needs met (such as childcare, transportation, housing, and continuing education/professional development).
- **Greenlaw Garden Apartments, Gingerbread Cookie LLC, Highland Village Apartments, Wavertree Apartments** and **Millpond Village Apartments** will help households transition from homelessness to housing stability by welcoming rental applications from individuals receiving employment services from FSS.
- **Coconino County Adult Probation** sees great value in having the employment services that will be provided through the proposed project available to its clients who are experiencing homelessness and is therefore pleased to offer its support.
- **NAIPTA** has partnered with FSS since 2015 and is in full support of the proposed project.

See Tab 10 for community support letters.

FSS is committed to working in a system of coordinated assessment. This system includes recognizing what resources already exist and leaning on those partners in order to be strong stewards of community resources. For instance, FSS will refer individuals who are more appropriately served by another agency (ie: Goodwill, Quality Connections, and The Literacy

Center) instead of trying to recreate services that already exist in our community. FSS is an active member of the local Continuum of Care (CoC) in Northern Arizona, working in partnership with other homeless services providers to develop and implement a strategy to prevent and end homelessness in Northern Arizona. Additionally, the Executive Director of FSS is an Executive Committee Member of the local Continuum of Care, Chair of the Systems Design Collaboration Steering Committee (Front Door), and sits as a member of the Balance of State Continuum of Care run by the Arizona Department of Housing. Membership in these collaborations promotes sharing best practices, setting local priority for resources, and coordinating services so as not to duplicate effort and waste valuable resources.

11a. Are you using leveraged funding? Keep in mind the leveraged dollars MUST tie to the project activity. Be specific, citing additional leverage[3] funding sources, agreements, staffing partnerships, etc.

The following funds will be leveraged to ensure the success of the proposed project:

- **Flagstaff Shelter Services (FSS)** will leverage a total of **$1,222,646** for this project. This includes building assets ($982,646), program support services ($10,000), direct client support ($5,000), 33% of the Director of Programs' salary ($20,000) for project oversight, and 75% of three Housing Case Management staff salaries ($90,000) to bring necessary housing stabilization that decreases barriers to employment placement and retention. Lastly, these leveraged dollars include unrestricted funding ($115,000) from Arizona Department of Housing - see Tab 16 for Funding Agreement.
- **Flagstaff Family Food Center (FFFC)** will provide daily meals to individuals receiving employment services through FSS. Offering a leverage total of **$323,025**, this agreement will ensure individuals experiencing homelessness have access to nutritious food as they prepare to enter the workforce.
- **Front Door Coordinated Entry** will provide **$80,000** worth of in-kind staffing support to the proposed project to ensure individuals participating in Front Door are referred to employment navigation services when appropriate and offered a 30-day bus pass to assist with transportation to access these services.
- **NAIPTA** understands that transportation is one for the four critical barriers to gainful employment and will help address this by providing discounted 30-day bus passes for individuals receiving employment services through the proposed project. By providing 1,000 bus passes (valued at $37,000) for only $17,000, this will save FSS $20,000. Additionally, NAIPTA donated two vans (valued at $1,500 each) to FSS to further the day-to-day transportation needs of the shelter and to be used by the Employment Navigator. This brings NAIPTA's total leverage value for this project to **$23,000**.

See Tab 9 for leverage/in-kind letters.

12. Is your agency participating in coordinated entry, also known as Flagstaff's Front Door? If so, please provide the agencies MOU or a letter from the continuum of care. **(10 points)**

Yes. Flagstaff Shelter Services is one of the two entry points for Flagstaff's coordinated entry program, Front Door, and we currently hold an executed Memorandum of Understanding with Front Door. See Tab 16 for a letter of MOU confirmation from the Front Door Chair.

13. Briefly describe: ***(10 Points)***

a) The organization's history administering this or similar projects.
b) The organization's realistic capacity for undertaking this project.
c) Experience administering federal and state grants and complying with federal statutes. Please provide funding dates and award amounts.
d) Was the agency ever asked to return awarded funds for cause?
e) Has your agency ever requested a budget amendment or contract extension? If yes, why?

a) Flagstaff Shelter Services (FSS) has a long history of responding to identified community needs by successfully developing and administering projects that directly address those needs. Since 2006, FSS has provided life-saving emergency shelter to Northern Arizona's most vulnerable residents experiencing homelessness, many of whom are turned away by every other agency (primarily because of criminal background, mental health status, or sobriety issues). For the first eight years, this was a seasonal operation designed to shield individuals from Flagstaff's extreme winter temperatures and inclement weather. Then in 2014, when the community identified the need for a year-round shelter, executive leadership and the Board of Directors made the commitment to keep FSS open 365 nights a year. Then when 86 beds a night was not enough on cold winter nights, services were expanded through the opening of a seasonal overflow shelter. This overflow program is successful thanks to robust partnerships with local faith congregations and has contributed greatly to a reduction in exposure deaths in Northern Arizona's subzero winter temperatures.

The services of FSS expanded again in 2015 when a community need for services that promote long-term housing stability was identified. To address this, FSS began offering a range of supportive housing services aimed at quickly and successfully connecting individuals experiencing homelessness to safe, affordable, permanent housing. By providing these services, FSS has shortened stays in homelessness, prevented returns to homelessness, and helped nearly 600 individuals transition to permanent housing (90% of whom remain housed remain successfully housed today).

Then in January 2017, in collaboration with Catholic Charities, FSS began Front Door, Flagstaff's coordinated entry process. This ensures individuals and families experiencing homelessness in Northern Arizona are referred to the most appropriate program, thus ending their experience in homelessness faster and more effectively.

In the coming months, FSS will break ground on an exciting expansion of its emergency shelter. This ambitious project, predominantly funded by 2018 CDBG funding, will add 77 more beds to our existing shelter, ensuring every adult experiencing homelessness in Flagstaff on a given night has a safe place to sleep and access to life-changing resources.

b) Needless to say, FSS has experienced significant growth over the past five years. Yet we believe the timing is exactly right to round out our dynamic services by adding the missing piece of the homeless services puzzle: employment services. FSS is prepared once again to address an unmet community need through the proposed *Employment Navigation Services for Individuals*

Experiencing Homelessness project. Due to the organization's success with past programmatic expansions, strong community partnerships, and experience successfully administering federal and state funds, FSS certainly has the capacity to begin offering tailored employment navigation services to individuals experiencing homelessness. A robust employer partner network has already been built, and the project has the support of other local employment services providers such as Goodwill, Quality Connections and The Literacy Center. See Community Support Letters in Tab 10.

c) FSS successfully administered the following CDBG grants, spending all funds without issue and complying with all statutes:

- 2018 - $332,768 (in process)
- 2018 - $60,000 (in process)
- 2017 - $57,794
- 2016 - $89,800
- 2015 - $50,000
- 2014 - $38,911

FSS also successfully administered the following Arizona Department of Housing Trust Fund monies without issue:

- 2018 - $100,000
- 2017 - $100,000
- 2016 - $105,000
- 2015 - $100,000
- 2014 - $98,000

Lastly, FSS successfully administered the following Arizona Department of Economic Security funds without issue:

- 2018 - $160,000
- 2017 - $160,000
- 2016 - $160,000

d) FSS has not had to return awarded funds at any point.

e) FSS has never requested a budget amendment or needed a contract extension.

14. Divide the execution and administration of the project into areas of responsibility by providing the following: **(10 Points)**

a) **Names, titles,** and **resumes** of all staff involved with carrying out these areas of responsibility
b) Job descriptions for any new positions created for the proposed project
c) Identify the project manager (this person is responsible for the project and must be directly employed by the applying agency)
d) Distinguish between in-house agency staff and contracted assistance
e) Include a listing of all staff positions and proposed CDBG funded positions in the Organization Chart, found in Tab 11- organization chart.

a) Flagstaff Shelter Services' (FSS) in-house Director of Programs (to be hired, but not through this grant) will provide leadership, oversight, and administration to the proposed project.

With CDBG funding, FSS will hire a skilled, full-time, in-house Employment Program Supervisor who will serve as Project Manager. This new position will be responsible for the following:

- Hiring, training, and mentoring an Employment Navigator
- Ensuring smooth implementation of tailored employment services in order to best meet the needs of individuals experiencing homelessness
- Mentoring Employment Navigator
- Providing employment case management, including job readiness and basic employment skills training
- Addressing barriers (such as housing, transportation, childcare, and continuing education/certification/professional development) to job placement and retention
- Brokering jobs for project participants with local employer partners
- Further developing partnerships with employers, community partners, and other service providers
- Assisting in the development of funding proposals to support project sustainability
- Providing monthly project evaluation metrics to Director of Programs

Also as a result of CDBG funding, FSS will hire a full-time, in-house Employment Navigator. Using the peer support model, this new position will be filled by someone with experience of homelessness and whose household income is 80% Area Median Income. The Employment Navigator will be responsible for the following:

- Providing employment case management, including job readiness and basic employment skills training
- Addressing barriers to job placement and retention
- Brokering jobs for project participants with local employer partners
- Further developing partnerships with employers, community partners, and other service providers

b) See Tab 6 for the Employment Program Supervisor and Employment Navigator job descriptions.

c) The Employment Program Supervisor, who has yet to be hired, will serve as Project Manager of the proposed project.

d) FSS will continue to contract accounting services through a local CPA (Johanna Klomann) and grant services through a local fund development firm (Kominote Community Consulting).

e) For a listing of all staff positions, including proposed CDBG funded positions, see the Organization Chart found in Tab 11.

15. Tab 7 of the check list requests a Schedule of Completion for this proposed project. In Appendix D, provide the following: ***(10 Points)***

a) A narrative summary describing the expenditure of CDBG Funds

b) Explain the rate of expenditure and the predicted progress of the proposed schedule
c) An estimated completion of project. *Note: The City of Flagstaff has timeliness expenditure requirements with HUD, therefore all contracts need to be spent in a timely manner.*

a) See budget and budget narrative in Tab 8 for CDBG funds expenditure.

b) Upon notice of proposal ranking and the Department of Housing and Urban Development announcements, Flagstaff Shelter Services will hire the Employment Program Supervisor. Then once funding is released from the City of Flagstaff, FSS will be ready to fully implement the proposed project, beginning with hiring and training the Employment Navigator. See Tab 7 for Schedule of Completion.

c) FSS will spend down all funds and close out by the 12th month after the notice to proceed. See Schedule of Completion in Tab 7.

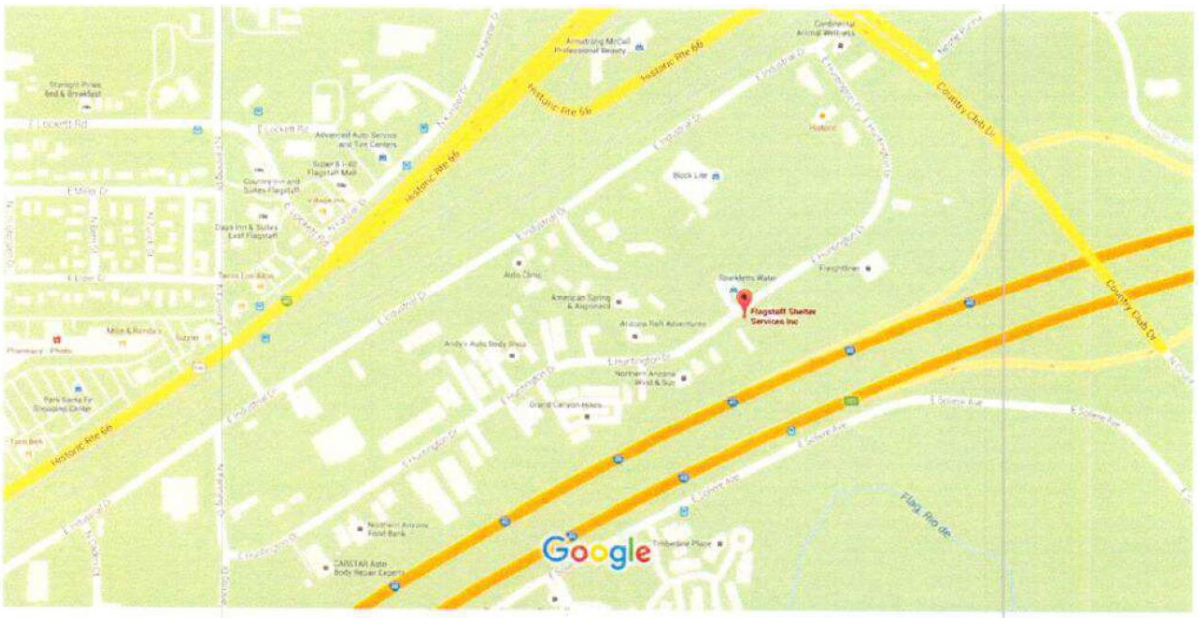
16. Tab 8 of the check list requests a budget for this proposed project. In Appendix E, please provide a narrative summary describing exactly what CDBG Funds will pay for. ***(10 Points)***

See Tab 8 for project budget and budget narrative.

Project Schedule	
City of Flagstaff	
Project Description:	Employment Navigation Services for Individuals Experiencing Homelessness
Implementing Agency:	Flagstaff Shelter Services
Project Number:	
Persons Served:	500
Date Submitted:	2/14/2019

Action Items:	**Item Desription**	**YEAR: 2019 1st Month Begins with the Notice to Proceed**												
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th
1	Bus Pass Purchase													
2	Bus Pass Distribution													
3	Employment Navigator and Employment Program Supervisor Spend Down													
4	Contract Monitoring and Close Out													

Budget - Tab 8						
Project Description:	Employment Navigation Services					
Implementing Agency:	Flagstaff Shelter Services					
Project Number:						
Persons Served:	500					
Date:	2/11/2019	Source 1	Source 2	Source 3	Source 4	
Item and			**Other Grant**	**Leverage**	**In-Kind**	**Project**
Activity	**Item/Activity Desription**	**CDBG**	**FUNDING**	**FINANCING**		**TOTALS**
1	**Program Related Expenses**					
A	Program Support Services (Utilities, Computers, Supplies, IT)			$10,000.00		**$10,000.00**
B	Front Door Specialists (2)			$80,000.00		**$80,000.00**
C	Housing Case Managers (3)			$90,000.00		**$90,000.00**
D	Employment Program Supervisor	$46,000.00				**$46,000.00**
E	Employment Navigator	$37,000.00				**$37,000.00**
F	30-Day Bus Passes	$17,000.00		$20,000.00		**$37,000.00**
G	NAIPTA Vans (2)				$3,000.00	**$3,000.00**
H	Food - Flagstaff Family Food Center				$323,025.00	**$323,025.00**
I	Direct Client Support			$5,000.00		**$5,000.00**
2	**Administration**					
A	Director of Programs Oversight			$20,000.00		**$20,000.00**
3	**Facility Value**					
A	Building			$982,646.00		**$982,646.00**
4	**Grant Leverage Resources**					
A	Arizona Department of Housing		$115,000.00			**$115,000.00**
CDBG Totals						
Totals		$100,000.00	$115,000.00	$1,207,646.00	$326,025.00	$1,748,671.00



4185 E. Huntington Drive



RESOLUTION NO. 2019-14

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING THE CITY OF FLAGSTAFF 2019/2020 ANNUAL ACTION PLAN AND AUTHORIZING ITS SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

RECITALS:

WHEREAS, the Flagstaff City Council is committed to the welfare of its low and moderate income residents; and

WHEREAS, the Flagstaff City Council is committed to meeting the national objectives of the United States Department of Housing and Urban Development ("HUD") to: (1) benefit low and moderate income persons, (2) address slum and blight conditions, and (3) meet an urgent community need; and

WHEREAS, the City of Flagstaff has been designated as a Community Development Block Grant ("CDBG") Entitlement Community by HUD; and

WHEREAS, preparation of the Annual Action Plan is a federal requirement in order for local entitlement jurisdictions to continue to receive CDBG and other HUD grant funding; and

WHEREAS, the City of Flagstaff has prepared a 2019/2020 Annual Action Plan in order to meet the federal requirement; and

WHEREAS, the Flagstaff City Council has reviewed and approved the 2019/2020 Annual Action Plan.

ENACTMENTS

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

SECTION 1. That the submission of 2019/2020 Annual Action Plan be hereby authorized to reflect the following use of the 2019/2020 CDBG funds, and the reallocation of CDBG funds from previous program years:

2019/2020 Estimated Funds for Allocation

Total Estimated 2018/2019 Entitlement Award	$621,718.00
Program Income (PI)	$80,227.48
Total Estimated Available	**$701,945.48**

2019/2020 CDBG ENTITLEMENT FUNDS ALLOCATION

Total Estimated Available		**$701,945.48**
Grant Compliance and Administration	$72,539.49	
Estimated City Indirect Rate of 10%	$63,813.00	$136,352.49
Housing/Econ. Development Activities		
Housing Solutions of Northern Arizona – Transitional Housing for Victims of Domestic Violence		$260,000.00
Flagstaff Family Food Center- Food Center & Kitchen Rehabilitation		$25,000.00
City of Flagstaff – Owner Occupied Housing Rehabilitation		$220,592.99
Public Service Activities		
Flagstaff Shelter Services – Employment Navigation Services for Individuals Experiencing Homelessness		$60,000.00
Total City of Flagstaff Fund Request		**$701,945.48**

SECTION 2. Should the City of Flagstaff receive a larger than estimated CDBG allocation, the surplus dollars would first fully fund the request of Flagstaff Shelter Services (not to exceed HUD's 15% public service cap). If there is a remaining allocation balance after fully funding Flagstaff Shelter Services, the remaining dollars will fund Housing Solutions of Northern Arizona's Transitional Housing for Victims of Domestic Violence – Expanding Sharon Manor Project.

If the City of Flagstaff's entitlement decreases, each awarded project would decrease by an equal percentage.

SECTION 3. That the Housing Section be authorized to submit this resolution and Annual Action Plan to HUD.

SECTION 4. That the City Manager be authorized to execute agreements for the allocations with the parties and in the amounts authorized by Council in this Resolution and that the Mayor and/or the City Manager be authorized to execute all associated certifications and grant acceptances.

SECTION 5. That this resolution shall take effect 30 days after its adoption.

PASSED AND ADOPTED by the City Council this 16th day of April 2019.

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

10. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Charity Lee, Real Estate Manager
Date:	04/11/2019
Meeting Date:	04/16/2019

TITLE:

Consideration and Adoption of Ordinance No. 2019-03: 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)

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2019-03 by title only for the final time
2) City Clerk reads Ordinance No. 2019-03 by title only (if approved above)
3) Adopt Ordinance No. 2019-03

Executive Summary:

The City regularly receives real property interests from private property owners during the development review process. Typically these real property interests are acquired by dedication or donation. These acquisitions may be for drainage, utilities, the urban trails system, slopes, rights-of-way or other public purposes.

The City also regularly grants or reserves utility easements across City property necessary for City projects or buildings.

This ordinance will ratify the easements and real property either received or granted by City.

Financial Impact:

Real property is considered a fixed asset in the City. Until City Council approves an ordinance accepting the acquisitions, the real property value is not recognized in an audit so while there is not an actual financial expenditure associated with these acquisitions, there is a fixed asset value the City receives through this action.

Policy Impact:

None

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

TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE
Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Has There Been Previous Council Decision on This:

Annually the Real Estate program brings a list of real property and easements to be approved by Council. January 2, 2018 was the last time the real property and easements were approved by Council through Ordinance No. 2018-02.

Options and Alternatives:

1. Adopt Ordinance No. 2019-03.
Pros: Formally approving the real property interest transactions confirms with City practices. Cons: None.
2. Do not adopt Ordinance No. 2019-03. In this case the transactions would need to be voided. Pros: None identified. Cons: This would result in loss of legal rights to use properties for utilities, trails, drainage and other public purposes.

Background/History:

The City Charter requires acquisition and disposition of real property by ordinance. The CIty generally applies this principle to lesser interests as well.

Key Considerations:

The real property interests received or transfered are necessary for the provision of services as the community grows and the liability assumed is consistent with these same real property rights throughout the community.

Community Benefits and Considerations:

The Flagstaff community will benefit from acquisition of real property interests that are used by and serve community needs.

Attachments: Ord. 2019-03
Exhibit A
Presentation

ORDINANCE NO. 2019-03

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

RECITALS:

WHEREAS, the City of Flagstaff ("City") has received dedications and donations of easements and real property interests across private property which have not yet been formally accepted by City Council; and

WHERES, the City has granted and reserved easements across City property for City projects, which have not yet been ratified by City Council;

ENACTMENTS:

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

SECTION 1: In General.

That the City formally accepts the dedications and donations of easements and real property as listed in Exhibit A, attached to this ordinance.

That the City ratifies the grants and reservations of easements across City property as listed in Exhibit A, attached to this ordinance.

SECTION 2: Delegation of Authority.

That the City Manager, the City Attorney, the City Clerk, the Finance Director, the City Real Estate Manager, or other employees or agents as deemed necessary, are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this ordinance.

SECTION 3: Effective Date.

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

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of April, 2019.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

EXHIBIT A								
Property Type	**Parcel Number Locator**	**Project**	**Location**	**Grantor**	**Grantee**	**Property Size in Acres**	**Document Number**	**Date Recorded**
PUE	10402057		605 S. Fountaine	Southside Flats LLC	City of Flagstaff	0.0005	3806326	1/1/2018
PUE	11210012	Camryn Pines	1525 W. Palmer Avenue	Fountainhead LLC	City of Flagstaff	.20 acres	3808451	2/15/2018
Public Water Easement	11323004J		3735 N. Kaspar Drive	Flagship Realty, LLC		0.117	3807779	
PUE	11201002	Railroad Springs	No address off Route 66	City of Flagstaff	APS	0.08	3807971	2/9/2018
PUE	10806001	Bushmaster Park	Bushmaster Park	City of Flagstaff	APS	0.027	3807972	2/9/2018
PUE	11201001D		3366 W. Route 66	City of Flagstaff	APS	0.212	3807973	2/9/2018
PUE	11210012		1525 W Palmer Ave	Fountainhead Flag LLC	City of Flagstaff	0.2	3808451	2/15/2018
PUE	10146003B (Previous APN 10146003A)		1620 N. Gemini Dr.	City of Flagstaff	MMV Devco LLC	1.237	3809612, 3809613	2/27/2018, 3/2/18
Temporary Access Easement	11201019		2701 S. Woody Mountain Rd	VP 66 & Woody Mountain	City of Flagstaff	0.11	3810029	3/9/2018
Temporary Drainage Easement	11201019		2701 S. Woody Mountain Rd	VP 66 & Woody Mountain	City of Flagstaff	0.16	3810030	3/9/2018
PUE	11337004D	Country Club I-40 Watermain	Nestle Purina Avenue	Purina	City of Flagstaff	0.03	3815353	5/17/2018
Water Easement Reservation	10419117A		No Address Elden St. & Lone Tree Rd.	City of Flagstaff		0.030	3815788	5/23/2018
Water Easement Reservation	11661006	32 acre site off of JW Powell	456 W. John W. Powell Blvd	City of Flagstaff		Map shows a proposed 30' wide easement.	3815789	5/23/2018
Waterline Easement	11337001E	Country Club I-40 Watermain	5531 E. Cortland Blvd.	M.T.N Investments	City of Flagstaff	0.47	3816356	5/31/2018
PUE	11220013B		600 W. University Heights Dr N	Trailside Mar LLC	City of Flagstaff	0.53	3816935	6/7/2018
Temporary Public Road and Slope Easement	113100001 (Previous APN 11310001J)	Trails End Retreat Subdivision	4950 E Trails End Dr.	Forest Ring LLC	City of Flagstaff	0.42	3816764	6/5/2018

Property Type	Parcel Number Locator	Project	Location	Grantor	Grantee	Property Size in Acres	Document Number	Date Recorded
Drainage Maintenance Agreement	10607025A	Fourth Street FUTS	1201 S. Fourth St. (Fourth St. FUTS Project)	Forest Springs Homeowners Association	City of Flagstaff	N/A	GEN--2018-150-AG1	
Waterline Easement	10303020	Oreganos	1107 S. Plaza Way	Cole Mt. Flagstaff AZ.	City of Flagstaff	0.01	3817635	6/15/2018
FUTS Easement Dedication	11661013	Swift Travel Center F	JW Powell Rd. /Shamrell Rd	City of Flagstaff		0.16	3819638	7/10/2018
Lessee Consent to Dedication	11661013	Swift Travel Center F	JW Powell Rd. /Shamrell Rd	Pulliam V, LLC	City of Flagstaff	0.16	3819639	7/10/2018
Drainage Easement	10608002V	Sparrow Road Improvements	E. Sparrow Rd.	FUSD	City of Flagstaff	0.068089991	3819640	7/10/2018
Slope Easement	10608002V	Sparrow Road Improvements	E. Sparrow Rd.	FUSD	City of Flagstaff	0.436914601	3819641	7/10/2018
APS Easement	11008001G	Buffalo Park Restrooms	2400 E. Gemini	City of Flagstaff	APS		3822026	8/7/2018
APS Easement	100-21-012A, 100-18-001C	Wheeler Park and City Hall	Off Aspen Avenue	City of Flagstaff	APS		3825616	9/20/2018
Waterline Easement	10730022A	AKDHC Project	2201 N. Vicky Street	AKDHC Flagstaff Real Estat	City of Flagstaff	0.0002	3827964	
Drainage Easement	11317014	Navajo Hopi Health	6300 N. Highway 89	Navajo Hopi Health Founda	City of Flagstaff	0.06382	3824881	9/11/2018
Sidewalk Easement	10715014A		2201 N Vicky Street	AKDHC Flagstaff Real Estate Holdings LLC	City of Flagstaff	9.0744	3827963	10/18/2018
PUE	10715014A		2201 N Vicky Street	AKDHC Flagstaff Real Estate Holdings LLC	City of Flagstaff	0.002	3827962	10/18/2018
Construct & maintain ditch and dyke and Ingress and Egress	ADOT Parcel 3-087	F-037-1-701	State Highway	State of Arizona by and through the Department of Transportation	City of Flagstaff		3828174	10/22/2018
APS Easement	11661013	Swift Travel Center	3051 W. Shamrell Blvd	City of Flagstaff	APS	not defined	3830787	11/30/2018

Property Type	Parcel Number Locator	Project	Location	Grantor	Grantee	Property Size in Acres	Document Number	Date Recorded
Century Link Easement	11661004	Fiber at the Airport	6090 S. Liberator Ln.	City of Flagstaff	Qwest Corporation, d/b/a Century Link	0.65	3837246	3/13/2019
Century Link Easement	10021012A	City Hall Fiber	211 W. Aspen Avenue	City of Flagstaff	Qwest Corporation, d/b/a Century Link	0.081	3837247	3/13/2019
Water and Sewer	108-07-024	CED Warehouse	3180 N. Caden Court	FlG CED, LLC	City of Flagstaff	0.03	3837588	3/19/2019
Sidewalk Easement	108-07-024	CED Warehouse	3180 N. Caden Court	FLG CED, LLC	City of Flagstaff	0.02	3837589	3/19/2019

City Acceptance of Various Parcels, Easements and Rights of Way

Charity Lee-Real Estate Manager

April 2nd, 2019

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

What Does Real Estate Do?

- Leases
- License Agreements
- Easements
- Right of Way
- Abandonments
- Property Acquisitions and Sales
- Property Valuations
- Research Property Information

Who Approves?

Council Approval

- Leases
- Easements
- Right of Way Dedications
- Abandonments
- Property Acquisitions
- Sale of City Property

City Manager Approval

- License Agreements
- Contracts valued at less than $50,000 may be signed by the City Manager, per the Procurement Code Manual and City Manager Directive

Easement

- City Council approved
- Permission to use the real property for specific purpose
- Transfers an interest in the real property
- Recorded and encumbers the property
- Usually non-exclusive
- May be revocable if use is abandoned

Easements

- Easements requested across City (Private Development)
  - Pay market value
  - Easement approved by Council prior to grant of easement
- Easements across City property (City projects)
  - APS, Century Link, Suddenlink, Unisource, etc.
  - Signed by Mayor and then ratified once per year with all other easements

Right of Way

- Fee simple land dedicated to the City for public travel and utilities
- Received through the development review process
- Transferred to the City by plat or deed

Process

- City acquires real property interests; easements, land and right of way during the development review process by dedication or donation

- Property interests for drainage, utilities, urban trails system, slopes, rights-of-way or other public purposes

- City Council approves the easements and rights of way received typically once per year.

Ordinance No. 2019-03

- The City Charter, in Article VII Section 5, requires the City to acquire real property by ordinance

- This ordinance will formally accept the real property interests donated, dedicated, or otherwise acquired by City and approve grants and reservations of public utility easements for City projects

Questions

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10. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Charity Lee, Real Estate Manager
Date:	04/11/2019
Meeting Date:	04/16/2019

TITLE:

Consideration and Adoption of Ordinance No. 2019-04: An ordinance of the Flagstaff City Council authorizing real property to be dedicated as right-of-way, delegating authority, and establishing a effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2019-04 by title only for the final time
2) City Clerk reads Ordinance No. 2019-04 by title only (if approved above)
3) Adopt Ordinance No. 2019-04

*** Staff has updated Exhibit A to remove parcels 100-22-024, 100-22-025, 100-22-026, 104-02-119, and 106-01-009A from the dedication, for further review. All but one of the parcels are adjacent to ADOT right-of-way, and staff would like to work with ADOT to determine if the should be combined with ADOT right-of-way. Staff will return to Council for further action. Staff requests that the Ordinance No. 2019-04 be approved with the updated Exhibit A.**

Executive Summary:

The City regularly acquires real property interests during the development review process and also for City street improvement projects. These real property interests may have been acquired by dedication, donation or purchased by the City. The properties identified were acquired for right-of-way purposes. However, Coconino County Assessor records currently do not show them as right-of-way (they are assigned parcel numbers). By adopting this ordinance, the properties will be clearly dedicated as right-of-way. This will help with City and County GIS mapping and clear up any confusion regarding permissible uses of the property.

Financial Impact:

There is no financial impact to the City

Policy Impact:

None

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

TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE
Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

1. Dedicate the City parcels as right of way
2. No change to the City parcels

Background/History:

The City Real Estate Program has been reviewing all city parcels and has realized that a number of city parcels should be dedicated as right of way because they are parcels within roadways or walkways. Dedicating the properties as right of way will clarify what the intent of the property is and will remove it from city property inventory and it will become part of the City right of way.

Key Considerations:

The City desires to accurately identify public right-of-way and allow for City and County GIS maps to be updated.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Updated and more accurate GIS mapping.

Community Involvement:

Inform

Expanded Options and Alternatives:

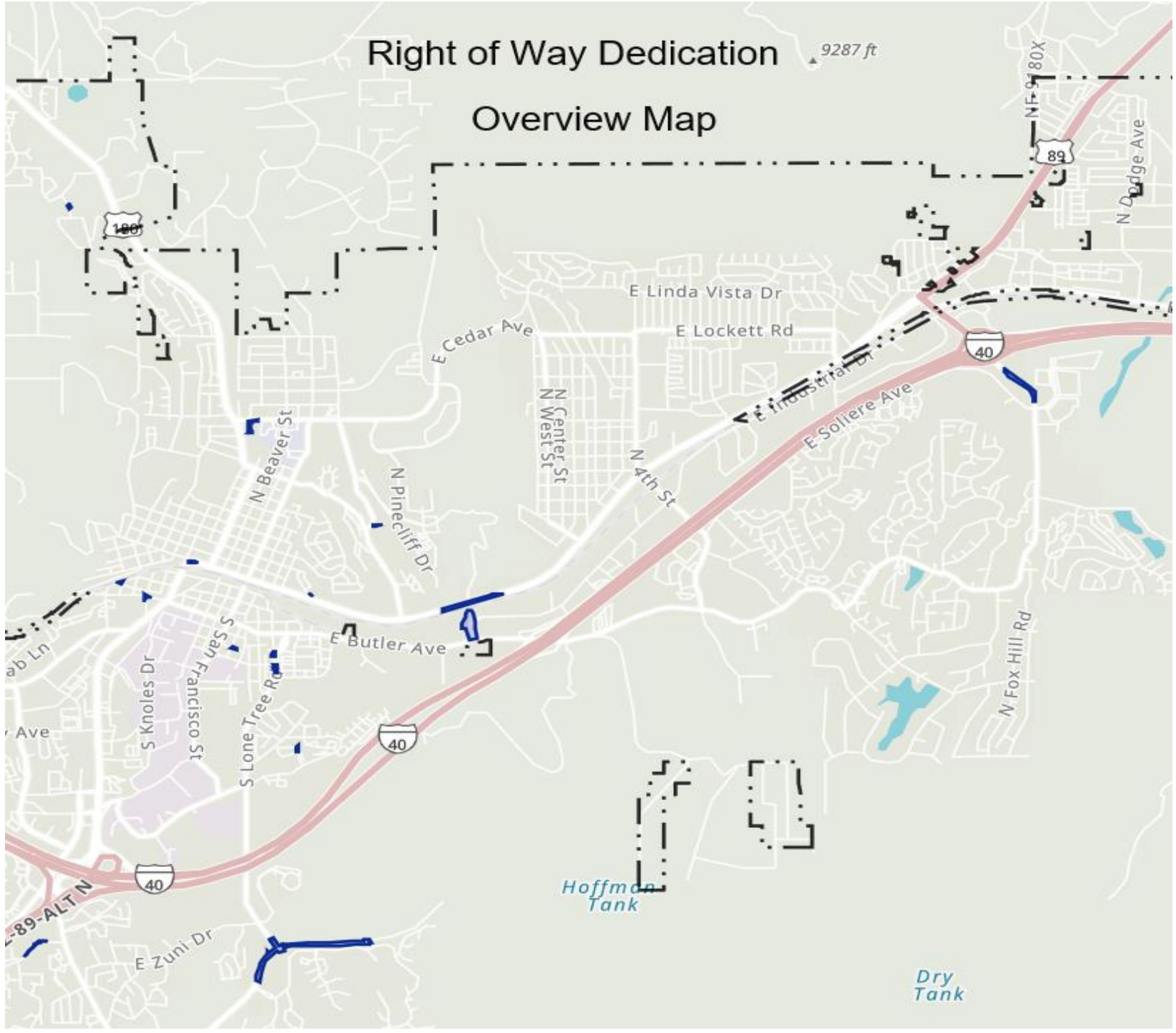
None

Attachments: Updated Presentation
Ord. 2019-04
Exhibit A

Dedicating City Property as Right of Way

Charity Lee –Real Estate Manager

April 2nd, 2019


Right of Way Dedication
Overview Map
9287 ft
E Linda Vista Dr
E Lockett Rd
E Cedar Ave
N Beaver St
N Pinecliff Dr
N Center St
N West St
N 4th St
E Industrial Dr
E Soliere Ave
E Butler Ave
S Knoles Dr
S San Francisco St
S Lone Tree Rd
E Zuni Dr
N Fox Hill Rd
N Ridge Ave
Hoffman Tank
Dry Tank
40
89
180

Parcels to Remove from Dedication

- After further review from Staff it is the recommendation to remove the following parcels from the right-of-way dedication; 100-22-024, 100-22-025, 100-22-026, 104-02-119, 106-01-009A.



- This portion of W. Rt. 66 is within ADOT right of way. Staff would like to work with ADOT to determine if these parcels would be accepted by ADOT and combined with their right of way.



- Staff will evaluate the parcel further to determine if there are other possible uses for the remaining property and bring back to Council at a future date.

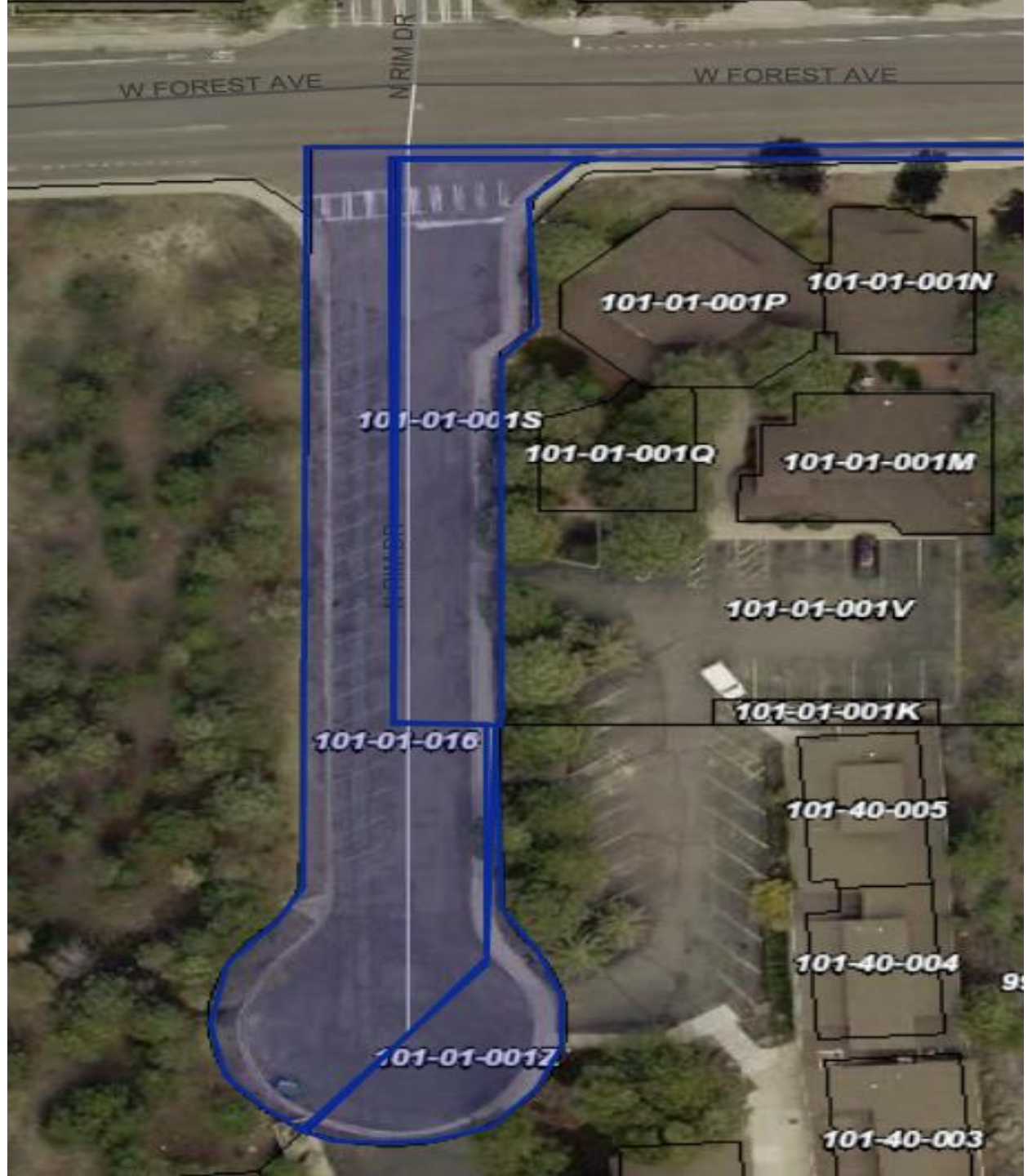


- This portion of E. Rt. 66 is within ADOT right of way. Staff would like to work with ADOT to determine if these parcels would be accepted by ADOT and combined with their right of way.

Parcels to Dedication As Right of Way

- The following City parcels are recommended to be dedication as right-of-way and are included as Exhibit A which will be attached to Ordinance 2019-04.

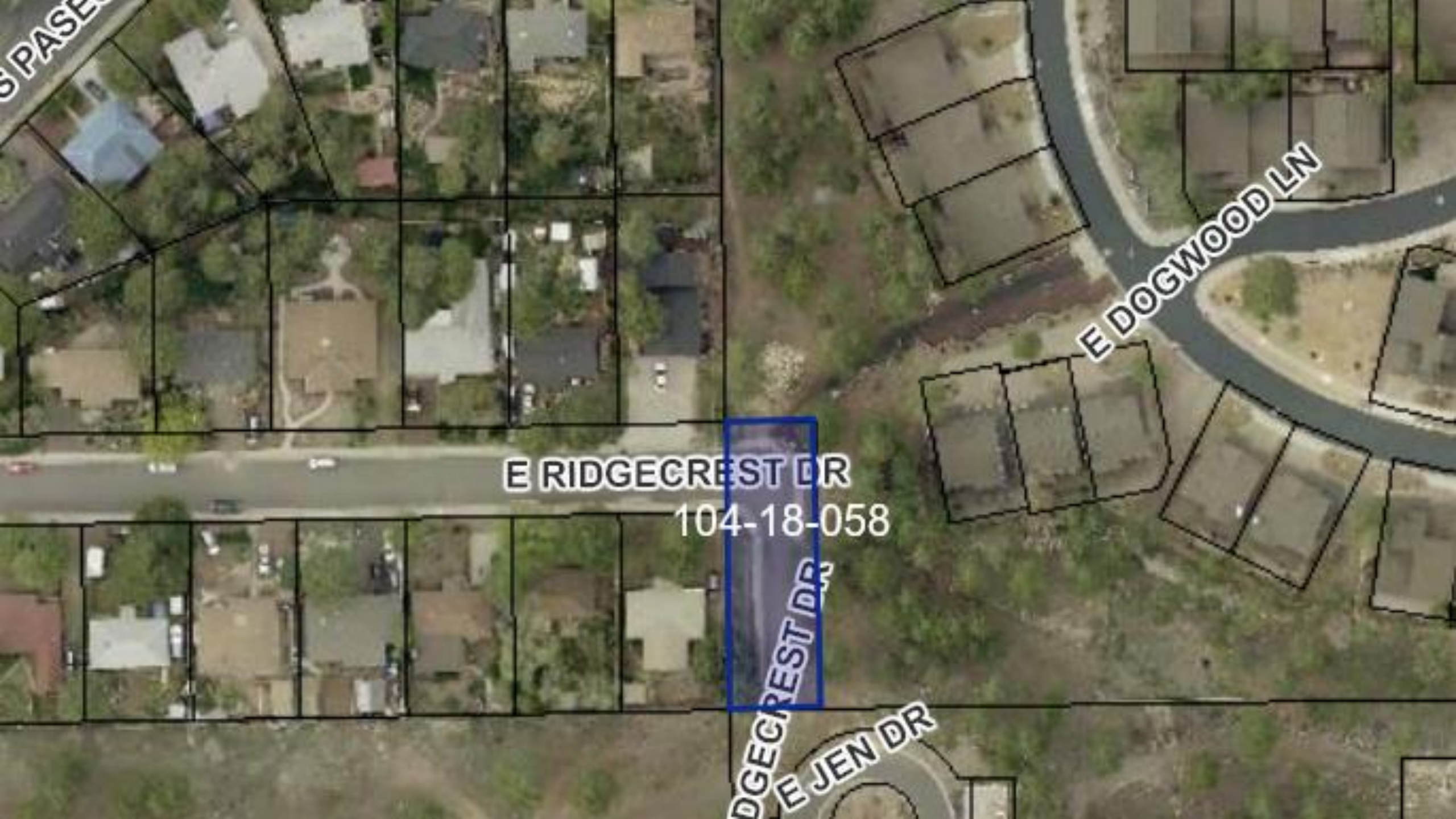

N TILLIE LN
111-22-057
111-22-019A
111-22-02


W FOREST AVE
N RIM DR
W FOREST AVE
101-01-001P
101-01-001N
101-01-001S
101-01-001Q
101-01-001M
101-01-001V
101-01-001K
101-01-016
101-40-005
101-40-004
101-01-0017
101-40-003


103-06-016A
103-06-016
S MALPAIS LN
103-06-018B
W CLAY AVE
103-06-018E


S AGASSIZ ST
S AGASSIZ ST
103-14-020
103-14-016
103-14-015
S VERDE ST
103-14-014
103-17-009
E ELLERY AVE
103-17-008A
103-17-008B
103-17-007
E ELLERY AVE
S VERDE ST
103-17-039
103-17-038
103-17-037
103-17-004A
103-17-011
S VERDE ST


S LONE TREE RD
104-02-084
104-02-085
S LONE TREE RD
104-19-137
104-02-086
104-02-087


E RIDGECREST DR
104-18-058
E DOGWOOD LN
E JEN DR


101-23-001B
101-23-
E TERRACE AVE
101-23-001E
101-23-001D
104-04-001
E ROUTE 66


E HUNTINGTON DR
E HUNTINGTON DR
106-01-011V
E PONDEROSA PKWY
E HUNTINGTON DR
E BUTLER AVE
E BUTLER AVE


112-48-071
W HIGH COUNTRY TRL
S LAKE MARY RD
S LAKE MARY RD


S LONE TREE RD
E ZUNI DR
105-10-174
E JW POWELL BLVD
105-10-173
S CLUBHOUSE CIR
E SINGLETREE CT
S TOURMALINE DR
E BENT TREE CIR
E MOSSY OAK CT
E ELYSIAN CT
S LINKS RD
S MASONIC LN
S MARRYVALE LN
E STERLING LN


I40 EB TO COUN
N COUNTRY CLUB DR
N COUNTRY CLUB DR
113-29-001N
E SOLIERE AVE
E CORTLAND BLVD
E CORTLAND BLVD

Ordinance No. 2019-04

- Parcels 100-22-024, 100-22-025, 100-22-026, 104-02-119, 106-09-001A have been removed from the Exhibit A attached to Ordinance No. 2019-04. Staff will bring these properties back to Council at a later date.

- Approval of Ordinance No. 2019-04 will clarify the intent of the City property and will allow for GIS mapping to be updated.

Questions

?

ORDINANCE NO. 2019-04

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING REAL PROPERTY TO BE DEDICATED AS RIGHT-OF-WAY, DELEGATING AUTHORITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, The City of Flagstaff ("City") has obtained numerous deeds for real property through grants, donations or acquisitions; and

WHEREAS, pursuant to Article VII, Section 5 of the Flagstaff City Charter, the City shall acquire real property by ordinance; and

ENACTMENTS:

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

SECTION 1: In General.

That the acceptance of the specific grants and donations of interests in real property as more particularly described and depicted in Exhibit A, attached to this ordinance, are hereby authorized and ratified and dedicated as City right-of-way.

SECTION 2: Delegation of Authority.

That the City Manager, the City Attorney, the City Clerk, the Finance Director, the City Real Estate Manager, or other employees or agents as deemed necessary, are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this ordinance.

SECTION 3: Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of April, 2019.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

EXHIBIT A **City Parcels for Dedication of Right-Of-Way**

APN	Address	Acreage
111-22-057	2370 N TILLIE LN	0.44
101-01-001S	NO ADDRESS, OFF 1350 N RIM DR	0.17
101-01-016	NO ADDRESS, OFF 1350 N RIM DR	0.32
101-01-001Z	NO ADDRESS, OFF1300 N RIM DR	0.07
103-06-018B	NO ADDRESS, OFF 526 W CLAY AVE	0.14
103-17-009	211 E. Ellery Avenue	0.3
104-02-084	NO ADDRESS, OFF S. LONE TREE ROAD	0.09
104-02-085	NO ADDRESS, OFF S. LONE TREE ROAD	0.10
104-02-086	NO ADDRESS, OFF 613 S LONE TREE RD	0.09
104-02-087	NO ADDRESS, OFF 615 S LONE TREE RD	0.09
104-18-058	37 E RIDGECREST DR	0.18
101-23-001E	4 E TERRACE AVE	0.03
106-01-011V	NO ADDRESS, OFF 1881 E HUNTINGTON DR	5.33
112-48-071	NO ADDRESS, W. High County Trail	0.15
105-10-173	NO ADDRESS, OFF 3226 S SALVESTRIN LN	4.29
105-10-174	NO ADDRESS, OFF 3070 S CLUBHOUSE CIR	5.51
113-29-001N	NO ADDRESS, OFF N COUNTRY CLUB DR	2.63
Total Acreage		**19.911**

10. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Nicole Antonopoulos, Sustainability Manager

Co-Submitter: Rick Compau

Date: 04/11/2019

Meeting Date: 04/16/2019

TITLE:

Consideration and Approval of Contract: Exclusivity Agreement between the City of Flagstaff and NextEra Energy Resources Development, LLC.

STAFF RECOMMENDED ACTION:

Approve the Exclusivity Agreement in order to advance the City's goal to transition the municipal organization to be 100% reliant on renewable energy.

Executive Summary:

The City's Purchasing Section conducted a Request for Proposals (RFP) solicitation for a Power Purchase Agreement for up to 19 megawatts/50,000 megawatt hours of renewable energy closed on November 20, 2018. This RFP was advertised for seven (7) weeks and the City received a total of seven (7) proposal responses. A review panel consisting of key City staff, technical experts, and community partners were assembled to review the seven (7) proposals that were submitted. The top three (3) scoring proposers were then interviewed and evaluated with NextEra Energy Resources Development, LLC ("NextEra") earning the highest score.

In order to move forward with the next step in advancing this renewable energy initiative, NextEra will need to begin negotiations with the Arizona Corporation Commission ("ACC") and Arizona Public Service ("APS) on behalf of the City for this initiative. It also supports NextEra's negotiations and business agreement with the Hopi Tribe to construct the project on Hopi-owned land. The Exclusivity Agreement before City Council authorizes NextEra to move forward with these essential negotiations and business agreements.

Financial Impact:

If this project is approved by the ACC and APS, the City may realize cost savings in annual electric expenditures. Preliminary pricing estimates per kilowatt hour trend with recent national averages of less than $0.04 per kilowatt hour. There are numerous variables that are incorporated into final pricing including interconnection costs and transmission tariffs, which are unknown at this time.

In addition, the Hopi Tribe would earn income on the land leased to NextEra for the renewable energy project, which supports the Hopi people goals of greater self-reliance.

Policy Impact:

This agreement does not commit the City to obligations beyond working with NextEra to advance this initiative. If and when negotiations with the ACC and APS are finalized, staff will return to City Council with a Power Purchase Agreement for consideration. The agreement would specify exact costs for the renewable energy the City is looking to secure.

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

This effort supports the City Council goals to take meaningful climate action and to become a 100% renewable energy organization. In addition, it supports the goal set forth in the Energy Focus area of the Climate Action and Adaptation Plan to increase renewable energy generation within the community and City municipal organization (E-2-A).

Has There Been Previous Council Decision on This:

Yes, the City Council ratified an MOU between the Hopi Tribe Economic Development Corporation and the City in February 2018. The MOU describes how the Parties will effectively plan for and take the actions necessary to advance renewable energy and economic development in Arizona, further develop the City of Flagstaff's commitment to become a 100% renewable energy municipal organization and take meaningful climate action, and to enable the Hopi Tribe to develop its resources for the benefit of Hopi Tribal members.

Attachments: CoF Next Era Exclusivity Agreement

Exclusivity Agreement
Between
City of Flagstaff
and
NextEra Energy Resources Development, LLC

This Exclusivity Agreement (the "**Agreement**"), effective as of the last day of signature below (the "**Effective Date**"), is being entered into by and between NextEra Energy Resources Development, LLC, a Delaware limited liability company ("**NextEra Development**"), which is an indirect, wholly-owned subsidiary of NextEra Energy Resources, LLC, a Delaware limited liability company ("**NextEra**"), and The City of Flagstaff, a municipal corporation organized and existing under the laws of the state of Arizona (the "**City**"). NextEra Development and the City are sometimes referred to individually as "**Party**" and collectively as the "**Parties**."

WHEREAS, the City desires to procure up to 50,000MWhrs of renewable energy, sourced locally to offset their current and future energy purchases; and

WHEREAS, NextEra Development (or its affiliate) intends to develop, install, operate and maintain an approximately 18.25 MW_{AC} photovoltaic system (the "**PV System**"), along with an approximately 12 MW 2 hour (24 MWhr) battery energy storage system (the "**BESS System**" and with the PV System, the "**Project**"), on land controlled by the Hopi Tribe located at 21724 Resort Blvd., Flagstaff, AZ 86004 (the "**Premises**"); and

WHEREAS, the City has determined, through an RFP selection process, that NextEra Development is uniquely qualified to carry out the development, installation, operation and maintenance of the Project; and

WHEREAS, the Parties must work with Arizona Public Service Company ("**APS**") and Arizona Corporation Commission ("**ACC**") to determine an acceptable structure for the contemplated transaction herein; and

WHEREAS, once the Project is installed and operational, the City desires to purchase the solar energy from the Project through a Power Purchase Agreement with NextEra Development (or its affiliate) due to the financial and environmental benefits to the City; and

WHEREAS, the City recognizes that further discussions with APS, ACC and the Hopi Tribe will be required to finalize the agreements for the Project and thus would like to establish an Exclusivity Period for negotiation of a Power Purchase Agreement related to the sale of solar energy and environmental attributes by NextEra Development (or its affiliate) to the City.

In consideration of the rights and obligations of the Parties hereunder, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by the Parties, the Parties hereby agree as follows:

ARTICLE 1
THE POWER PURCHASE AGREEMENT

1.1 Power Purchase. The Parties intend to negotiate an agreement under which NextEra Development, through an indirect, wholly-owned subsidiary of NextEra, would install the Project at the Premises and sell the energy generated by the Project, as well as the environmental attributes (which includes but is not limited to renewable energy credits or certificates, emissions reduction credits, emissions

allowances, green tags, and tradeable renewable credits with respect to the Project) associated therewith, to the City pursuant to such terms and conditions as are mutually acceptable to the Parties, which the Parties intend to be substantially in accordance with the terms set forth in Exhibit A (such agreement, the "**Power Purchase Agreement**"). For the avoidance of doubt, this Agreement does not bind the City to enter into a Power Purchase Agreement with NextEra Development (or its affiliate).

1.2 Due Diligence Requirements; Approval. In order to pursue the potential Power Purchase Agreement, NextEra Development will require completion of customary due diligence review which may include, but not be limited to: discussions with APS, transmission authority, ACC, technical and legal diligence regarding the Premises and general due diligence of the City, including financing and credit review, permitting information, environmental documentation, tax abatement agreements, interconnection agreements or queue position documentation and associated deposits, and other relevant information. Consummation of the Power Purchase Agreement will be subject to NextEra Development (or its applicable affiliate) obtaining any necessary internal, investor or other applicable approvals.

ARTICLE 2
EXCLUSIVITY PERIOD

2.1 Exclusivity. Each Party agrees that, for a period of three hundred and sixty five (365) days following the Effective Date, or such longer period as mutually agreed by the Parties in writing (the "**Exclusivity Period**"), it shall not, directly or indirectly, through any officer, director, employee, agent, affiliate or any other representative, solicit, initiate, entertain, discuss or encourage submission of any proposal or offer from any person, group or entity relating to the installation of any system or the sale of solar energy at or near the Premises (a "**Competing Transaction**"), participate in negotiations regarding a Competing Transaction or furnish to any other person any information with respect to a Competing Transaction. Each Party represents that neither it nor any of its affiliates have entered into any other similar, currently enforceable exclusivity arrangement with any other person that is not an affiliate in connection with a Competing Transaction. Each Party shall immediately cease and cause to be terminated all existing discussions and negotiations, if any, in connection with any Competing Transaction. In the event that either Party (or any officer, director, employee, agent, affiliate or any other representative of such Party) receives any proposal for, or inquiry respecting, any possible Competing Transaction or any request for non-public information in connection with a Competing Transaction, such Party shall notify the other Party in writing immediately after the notifying Party's receipt of such proposal, inquiry, or request. Each Party further agrees that during the term of the Exclusivity Period, it shall promptly notify the other Party in writing if it becomes aware of an occurrence of material adverse developments affecting the Premises or the ability to generate and sell solar energy at the Premises. Each Party agrees that during the Exclusivity Period, it shall promptly notify the other Party of any event that would impede or make impossible the consummation of the Power Purchase Agreement.

2.2 Confidentiality.

2.2.1 If either Party provides confidential information, including records, reports, analyses, notes, memoranda, documentation, data specifications, diagrams, statistics, systems or software, manuals, business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, or technical information regarding the design, operation, and maintenance of the Project or of such Party's business, whether or not patented, patentable or reduced to practice, customer lists, contractual arrangements with, and information about, a Party's suppliers, distributors

and customers, or other information that are based on, contain or reflect any such confidential information, regardless of whether such information is marked proprietary or confidential and regardless of whether such information is provided before or after the Effective Date ("**Confidentiality Information**") to the other Party, the receiving Party shall: (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, but in any event not less than a commercially reasonable degree of care; and (b) refrain from using such Confidential Information, except in the negotiation of the Power Purchase Agreement. For the avoidance of doubt, NextEra Development's Confidential Information specifically includes, without limitation, data disclosed by or through NextEra Development, NextEra Energy, Inc., its affiliates, or their respective owners, officers, employees, members, or representatives.

2.2.2 Notwithstanding any other provision in this Agreement, neither Party will be required to hold confidential any information that: (a) becomes publicly available other than through the receiving Party; (b) is required to be disclosed by a governmental authority under applicable law or pursuant to a validly issued subpoena, subject at all times to the terms and conditions set forth in Section 2.2.4 below; (c) becomes available to the receiving Party from a source which is not known to the receiving Party to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to the disclosing Party; (d) the receiving Party can demonstrate was legally in its possession prior to disclosure by the disclosing Party; or (e) is developed by or for the receiving Party independently of the disclosing Party's Confidential Information.

2.2.3 Confidential Information shall not be used for any purpose other than to analyze, evaluate, negotiate or consummate the Power Purchase Agreement. Confidential Information shall be held in strict confidence by the receiving Party and shall not be disclosed without prior written consent of the disclosing Party, except to those advisors, affiliates, agents, assigns, potential financing parties, attorneys, employees, directors, officers, and/or members ("**Agents**") with a need to know the Confidential Information for the purposes of analyzing, evaluating, negotiating, or consummating the Power Purchase Agreement. The receiving Party shall be responsible for any breach of this Section 2.2 by the receiving Party or its Agents.

2.2.4 If the receiving Party is required or required by legal or regulatory authority to disclose any Confidential Information, the receiving Party shall promptly notify the disclosing Party of such request or requirement prior to disclosure, if permitted by applicable law, so that the disclosing Party may seek an appropriate protective order. If a protective order or other remedy is not obtained, the receiving Party may furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. For the avoidance of doubt, NextEra Development understands that (i) the City must comply with the Arizona Public Records Law (§39-121), (ii) that any Confidential Information requested through a public records request that the City cannot withhold from production under the Arizona Public Records Law will be disclosed, and (iii) such disclosure will not be deemed to be a breach of this Agreement. The City agrees to inform NextEra Development of all such requests and consult with NextEra Development prior to any production of responsive information.

2.2.5 The obligations set forth in this Section 2.2 shall terminate upon the earlier of (a) the full execution of the Power Purchase Agreement, and (b) the expiration of the applicable survival period set forth in Section 2.10.

2.2.6 It is understood that nothing contained in this Section 2.2 shall be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed to the receiving Party. Nothing in this Agreement is intended to prevent either Party from using its own Confidential Information which it furnished hereunder for dealings with third parties for any purpose.

2.2.7 Each Party acknowledges that the disclosing Party provides the Confidential Information on an "as is" basis and without warranty of any kind. THE DISCLOSING PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES PERTAINING TO THE CONFIDENTIAL INFORMATION, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITIATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.3 Entire Agreement. This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior discussions, agreements or understandings, whether oral or written, relating to such subject matter. There are no other written or oral agreements or understandings between the Parties or their affiliates. Any amendment of this Agreement must be written and signed by both Parties.

2.4 Governing Law. This Agreement will be governed by and construed under the laws of the State of Arizona without giving effect to any conflict or choice of law provision that would result in the application of another state's laws. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS LETTER OF INTENT.

2.5 Non-Inclusive; Non-Binding. This Agreement does not contain all matters upon which agreement must be reached in order for the Power Purchase Agreement to be completed. This Agreement does not create and is not intended to create a binding and enforceable contract between the Parties, or any affiliate of a Party, with respect to the future negotiation of a Power Purchase Agreement between the Parties. The provisions set forth in Exhibit A shall not be relied upon by a Party or any affiliate of a Party as the basis for a contract by estoppel or otherwise for the completion of the Power Purchase Agreement. A binding commitment with respect to the matters contemplated herein can only result from the execution and delivery of the Power Purchase Agreement.

2.6 Relationship of Parties. The Parties shall not be deemed in a relationship of partners or joint venturers by virtue of this Agreement, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement.

2.7 Costs. Each Party shall assume its own counsel costs, fees and expenses incurred in the preparation and negotiation of this Agreement and the Power Purchase Agreement, and the Parties shall not have the right to claim any compensation and/or damages in connection therewith.

2.8 Remedies. In the event of a violation of the Exclusivity Period, the aggrieved Party may apply to a court of competent jurisdiction to restrain further violation and to obtain any relief that may be

appropriate or available under the circumstances, including injunctive or other equitable relief without posting a bond therefor. This Section 2.8 is not intended to and shall not restrict the rights or remedies of either Party otherwise available under applicable law or in equity in respect of any such violation. NOTWITHSTANDING ANYTHING CONTAINED IN THIS LETTER OF INTENT, EACH PARTY'S LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THIS LETTER OF INTENT AND ANY ACTIVITIES UNDERTAKEN IN CONNECTION WITH THE EVALUATION OF THE POWER PURCHASE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL EXCLUDE ANY OTHER LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY FOR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE.

2.9 Termination. This Agreement shall remain effective until the earlier of the full execution of a Power Purchase Agreement, or the termination or expiration of the Exclusivity Period, at which time this Letter of Intent shall expire unless extended in writing by the Parties.

2.10 Survivability. In the event of termination of this Agreement, Sections 2.2 through 2.10 of this Article 2 shall survive for a period of two (2) years from the effective date of this Agreement.

2.11 Assignment. This Agreement shall not be assigned or transferred in any manner by either Party without the express prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

2.12 Miscellaneous. This Agreement may be executed in counterparts, and all such counterparts together shall constitute but one agreement. Signature in .pdf form delivered by email transmission shall be binding upon the Parties.

[*Signature page follows.*]

IN WITNESS WHEREOF, Seller and Proposed Purchaser have executed this Agreement effective as of the Effective Date.

NEXTERA ENERGY RESOURCES DEVELOPMENT, LLC

By:_____
Name: Matt Handel
Title: Vice-President
Date:_____

CITY OF FLAGSTAF

By:_____
Name: Coral Evans
Title: Mayor
Date: _____

Attest:

_____
City Clerk

Approved as to Form

_____
City Attorney

EXHIBIT A
POWER PURCHASE AGREEMENT TERMS

Capitalized terms used and not defined in this Exhibit A have the meaning ascribed to such terms in the Letter of Intent.

Power Purchase Agreement Overview		
(a)	**Seller**	A Delaware limited liability company that will be an indirect, wholly-owned subsidiary of NextEra (such limited liability company, the "**Seller**")
(b)	**Buyer**	The City of Flagstaff
(c)	**PV System Description**	Approximately 18.25 MW_{AC} (24 MW_{DC}) single axis tracking, ground-mount solar photovoltaic system, to be located at the Premises
(d)	**Point of Delivery**	69kV bus at the Twin Arrows Substation in accordance with the APS System Impact Study received on October1st, 2018.
(e)	**BESS System Description**	Approximately 12MW / 24 MWh Energy Storage System to be co-located with the PV system. Dispatched daily to shift solar production towards peak time periods.
(f)	**Term of PV Agreement**	Twenty-Five (25) years from the commercial operation date, which may be extended as agreed by the Parties (the "**Term**").
(g)	**PV Contract Price:**	
(h)	**Term of BESS Agreement**	Twenty (20) years from the commercial operation date, which may be extended as agreed by the Parties (the " **Term**")
(i)	**BESS Contract Price**	
(j)	**Energy**	All Energy produced from the Generating Facility during the Delivery Term as measured in MWh at the revenue meter of the Generating Facility and in accordance with the APS system impact study, which shall include any applicable adjustments for power factor and Electrical Losses associated with transmission to the Point of Delivery.
(k)	**Energy Storage**	During the Delivery Term, Buyer is permitted one full charge/discharge cycle per each twenty-four (24) period. Buyer must discharge the Energy Storage system to 50% or lower within twenty-four (24) hours of completing the charge cycle. Buyer and Seller will jointly develop operating procedures for Energy Storage in connection with the PPA. For the first five years and 90 days of the Delivery Term, the Energy Storage may be charged exclusively from solar and not from the grid. Seller shall design the system to provide for no less than 85% round trip efficiency from a charge/discharge cycle during the Delivery Term.

(l)	**Contract Quantity for Energy**	100% of the Energy made available by Seller at the Point of Delivery during the Delivery Term. The estimated Year 1 Energy generation for the Generating Facility is 49,136 MWh/yr. A schedule for the expected Energy generation during each Contract Year for the Delivery Term ("**Expected Energy**") shall be provided in the PPA.
(m)	**Product and Environmental Attributes**	Buyer will purchase: 1. one hundred percent (100%) of the net electric output delivered by the PV System and BESS payments based on the BESS Contract Price multiplied by the total kW during the Term of the Power Purchase Agreement (the "**Product**"); and 2. one hundred percent (100%) of the environmental attributes, offsets and other non-electric products related to the PV System or the Product ("**Environmental Attributes**").
(n)	**Credit Support**	No credit support needed from Buyer or Seller.
(o)	**Ownership; No Liens**	Seller, or a Financing Party (as defined below), will be the legal owner of the PV System. The PV System will be personal property and will not attach to the Premises.
(p)	**Production Guarantee**	Seller will provide an eighty-five percent (85%) weather and degradation-adjusted production guarantee, measured over three (3) years and subject to further adjustment to account for certain outages, actions or omissions by the local electric utility, force majeure events, sunlight interference, and relevant breaches by Buyer. Shortfalls are credited in subsequent invoices.
(q)	**PV System Maintenance**	Seller will maintain the PV System in accordance with (1) applicable law and (2) prudent industry practices.
(r)	**Permits**	Seller will be responsible for obtaining all permits necessary for the construction, commissioning, and operation of the PV System. Buyer will cooperate with Seller as necessary to secure such permits.
(s)	**Assignability**	Seller will be free to assign the Power Purchase Agreement (i) to an affiliate of Seller, (ii) through merger, consolidation, or similar event, (iii) to one or more third party investors and/or lenders (each a "**Financing Party**"), including collateral assignment or the pledge of Seller's interests in the Power Purchase Agreement and/or the PV System, or (iv) to a third party of comparable experience and financial capability.
(t)	**Purchase Option**	Buyer will have the option to purchase the PV System on the end of the Term (the "**Purchase Option**"). The option price will be a dollar amount equal to the greater of (i) the fair market value of the PV System and (ii) the Termination Payment (as defined below). The Power Purchase Agreement will set forth the methodology for determining the fair market value of the PV System

(u)	**End of Term; Early Termination; Termination Payment**	At the Power Purchase Agreement's expiration or termination (other than a termination arising from a Buyer default), unless Buyer exercises its Purchase Option, Seller will, at its expense, remove the PV System from the Premises. In the event of early termination by Buyer, Buyer will pay to Seller a termination payment to be calculated as follows (the "**Termination Payment**"): **Termination Payment** = (Settlement Amount) + (any other amount owed by Buyer to Seller) – (any amount owed by Seller to Buyer), where: 1. **Settlement Amount** = Losses - Gains + Costs 2. **Losses** = the present value of Seller's economic loss resulting from the termination (*i.e.,* future cash flows), as determined by Seller in a commercially reasonable manner 3. **Gains** = the present value of Seller's economic benefit resulting from the termination, as determined by Seller in a commercially reasonable manner 4. **Costs** = certain costs incurred by Seller in connection with the termination of the Power Purchase Agreement.
(v)	**Financing Accommodations:**	Buyer acknowledges that Seller may finance the acquisition and installation of the PV System by entering into financing accommodations with one or more Financing Parties, and Buyer agrees (i) to execute any related consents to assignment or acknowledgements; and (ii) to provide such opinions of counsel as may be reasonably requested by Seller or the Financing Party in connection with the financing or sale of the PV System, in each case at Seller's expense.
(w)	**Anticipated Commercial Operation Date:**	The anticipated date on which the PV System will be ready for commercial operation will be 12/31/2022 as such date may be extended as the result of force majeure events or other excusable events, including permitting delays, interconnection delays, and site access issues.
(x)	**Governing Law:**	Arizona

10. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Charity Lee, Real Estate Manager

Co-Submitter: Barney Helmick, Airport Director, Stacey Brechler-Knaggs, Grants & Contracts Manager

Date: 04/11/2019

Meeting Date: 04/16/2019

TITLE:

Consideration and Approval of Contract: Lease Agreement with American Airlines

STAFF RECOMMENDED ACTION:

Approve Lease Agreement with American Airlines

Executive Summary:

The Lease Agreement with American Airlines expires on August 23, 2019. Staff recommends approving the Lease Agreement with American Airlines which will provide continued air service.

Financial Impact:

Article 2. Term

2.02 Term

- The term of the Lease is 10 years with two 5-year extensions. Either party can terminate Lease upon 90 day written notice.

Article 6. Rents, Fees, and Utilities

6.01 Rental Amount

- $36,000/ year for 1,027 square feet of ticket counter space/storage.
- $30.74/ square foot per year for 144 square feet of office space.

6.01.1 Storage

- $.34 per square foot for semi-permanent storage unit.

6.02 Landing Fee

- Airline shall pay to City a landing fee at the rate of $1.09 per thousand pounds of declared maximum certified gross landing weight of the aircraft landed.

6.05 Rental Rate Adjustment

- 2% rental rate adjustment annually.

Article 7. Payment Provisions

7.02 Taxes
- Airline responsible for payment of all taxes.

7.04 Fuel Charges
- Airline liable for all fuel costs.

Policy Impact:

None

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

ECONOMIC DEVELOPMENT
Grow and strengthen a more equitable and resilient economy

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

Approve the Lease Agreement
Don't approve the Lease Agreement and redirect Staff

Background/History:

August 23, 2009 the City and US Airways, Inc. entered into a Lease Agreement for Ticket Counter and Office Space at the Flagstaff Airport. US Airways and American Airlines merged and American Airlines assumed the lease. The existing lease expires August 23, 2019. Currently, American Airlines provides air transportation to Phoenix and beginning April 1, 2019, to Dallas.

Key Considerations:

Approving the Lease Agreement with American Airlines will provide for continued air transportation for Flagstaff and surrounding areas which in turn may increase tourism and provide for additional business growth in our community.

Expanded Financial Considerations:

- Rent increased from $30,637.80 per year to $36,000 per year for 1,027 square feet of ticket counter space/storage.
- Rate increase from $29.84 per square foot per year to $35.05 per square foot per year.
- Addition of storage fee of $.34 per square foot added to new lease.
- Landing fee increase from $1.05 per thousand pounds of declared maximum certified gross landing weight of the aircraft landed to $1.09 per thousand pounds.

Community Benefits and Considerations:

Continued air transportation to Phoenix and Dallas.

Community Involvement:

Northern Arizona Center for Technology (NACET), Economic Collaborative of Northern Arizona (ECONA), Northern Arizona University (NAU), W.L. Gore & Associates, and other business leaders work together to encourage air travel out of Flagstaff.

Attachments: American Airline Lease

LEASE AGREEMENT

LEASE OF TICKET COUNTER AND OFFICE SPACE AT FLAGSTAFF PULLIAM AIRPORT TERMINAL BUILDING FOR SCHEDULED COMMERCIAL AIR SERVICE

CITY OF FLAGSTAFF

ARIZONA

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PULLIAM AIRPORT LEASE AGREEMENT

This is a Lease Agreement ("Lease Agreement") dated to be effective as of May 1st, 2019, between the City of Flagstaff (hereinafter referred to as "City"'), a municipal corporation with offices located at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and American Airlines, a Delaware corporation (hereinafter referred to as "Airline"') with its corporate office located at 4333 Amon Carter Blvd., Fort Worth, TX, 76155. City and Airline may be referred to in this Lease Agreement individually as "Party" or together as "Parties," as the case may be.

WITNESSETH

WHEREAS, City owns and operates certain real property located at 6200 S. Pulliam Dr., Flagstaff, Arizona in the County of Coconino, State of Arizona, known as Flagstaff Pulliam Airport (hereinafter called "Airport"), and

WHEREAS, Airline is engaged in the business of providing services for the commercial transportation of persons, property, cargo and mail by air ("Air Services"); and

WHEREAS, Airline desires to occupy and use certain premises and facilities on the Airport premises, together with obtaining certain rights and privileges thereon for the purpose of providing Air Services; and

WHEREAS, City, by virtue of its sole ownership of the Airport premises, has the authority to impose and collect all rentals, fees and charges related and incidental to Airline's use of the Airport and its appurtenances for providing Air Services;

NOW, THEREFORE, City does hereby agree to lease to Airline, and Airline does hereby agree to lease from City, certain premises and facilities, rights, services and privileges in connection with and on the Airport as follows:

Article 1. Definitions

The following words, terms and phrases wherever used in this Lease Agreement shall for the purposes of this Lease Agreement have the following meanings:

1.01 Air Transportation Business shall mean that business operated by Airline at the Airport for the commercial transportation by air of persons, property, mail, parcels and/or cargo.

1.02 Air Transportation Company shall mean a legal entity certificated by the Secretary of Transportation and engaged in the business of scheduled or non- scheduled commercial transportation by air of persons, property, mail, parcels and/or cargo.

1.03 Airfield shall mean those portions of the Airport, including the Terminal Aircraft Aprons and the Cargo Aircraft Aprons, provided for the landing, taking off, and taxiing of aircraft, including without limitation approach and turning zones, clear zones, avigation or other easements, runways, a fully integrated taxiway system, runway and taxiway lights, and other

appurtenances related to the aeronautical use of the Airport, including any airfield property purchased for noise or other environmental mitigation purposes.

1.04 Airline Premises shall mean those areas in the Terminal assigned to Airline as Exclusive Use Premises, Preferential Use Premises, or Common Use Areas as defined herein.

1.05 Cargo Aircraft Aprons shall mean those areas of the Airport that are primarily designated for the parking of cargo aircraft and support vehicles and the loading and unloading of cargo aircraft

1.06 Chargeable Landings shall mean all Revenue Landings and Non-Revenue Landings except for those Non-Revenue Landings which are of an emergency nature.

1.07 City shall mean the City of Flagstaff and the person, division, department, bureau, or agency as may from time to time be expressly designated by the City to exercise functions equivalent or similar to those now exercised by the City with respect to rights and obligations of City under this Lease Agreement.

1.08 Common Use Areas shall mean those areas of the Airport, including without limitation common use lead in line 2 and baggage areas, not assigned on a preferential use basis (excluding Public Space) but rather used in common by Airline and one or more other Air Transportation Companies. Common Use Areas do not include assigned gates or assigned lead in lines for parking aircraft. Lead in line 2 is common use governed by a terminal ramp policy. The City shall develop and establish such terminal ramp policy no later than December 31, 2019. Such policy shall be non-discriminatory and the City, in establishing and maintaining such policy shall give due consideration to comments the City receives from Airline and other Scheduled Airlines.

1.09 Director shall be the Airport Director and shall include such person or persons as may from time to time be authorized in writing by City or by the Director or applicable law to act for the Director with respect to any or all matters pertaining to this Lease Agreement.

1.10 Environmental Laws shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational health and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state super lien or environmental clean-up statutes.

1.11 Exclusive Use Premises shall mean any office space, storage area, VIP lounge, employee break room or other area of the Terminal designated by City for exclusive use by Airline, which Exclusive Use Premises are described in Exhibit B attached hereto.

1.12 FAA shall mean the Federal Aviation Administration or its authorized successor(s).

1.13 Hazardous Materials shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which are or become listed or regulated under any Environmental Laws, and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Laws or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil or environment or affect industrial hygiene, occupational health or safety, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

1.14 Landing Fee shall mean a fee expressed in dollars and cents per thousand pounds of the Maximum Gross Landed Weight of each type of Airline's aircraft and shall be multiplied by the total of all Maximum Gross Landed Weight for all Chargeable Landings of each type of aircraft landed at the Airport by Airline.

1.15 Leased Premises means Airline's Exclusive Use Premises and Preferential Use Premises.

1.16 Maximum Gross Landed Weight shall mean the maximum gross certificated landing weight in one thousand-pound units for each aircraft operated at the Airport by Airline as certificated by the FAA or its successor.

1.17 Non-Revenue Landing shall mean any aircraft landed by Airline at the Airport for a flight for which Airline receives no revenue, including without limitation emergency flights that shall include any flight that after having taken off from the Airport and without making a landing at any other airport returns to land at the Airport because of meteorological conditions, mechanical or operating causes, or any other reason of emergency or precaution.

1.18 Preferential Use Premises means Gate 1 (including the gate hold door, gate hold area behind the podium, and the podium) and lead in line 1 that are assigned to Airline and to which Airline shall have priority use over other users and such other portions of the Airport assigned to Airline, to which Airline shall have priority over other users.

1.19 Public Space shall mean all hallways, elevators, escalators, entrance-ways, public lobbies and areas, public toilet areas and other areas used for the operation, maintenance or security of the Terminal, even if used solely by City.

1.20 Revenue Landing shall mean a landing of any aircraft by Airline at the Airport for which Airline receives revenue.

1.21 Revenues shall mean income, revenues, receipts and moneys accrued by City in accordance with generally accepted accounting practices, including investment earnings, from or in connection with the ownership or operation of the Airport or any part thereof or the leasing or use thereof.

1.22 Rules and Regulations shall mean Airport's Rules and Regulations governing the conduct of operations at the Airport as well as the City's Termination Resource Use, Assignment and Scheduling Procedures, as they currently exist or as they may be amended or

supplemented during the Term of this Lease Agreement; provided, however, no such Rules and Regulations shall be in conflict with the terms of this Lease Agreement.

1.23 Scheduled Airline shall mean an Air Transportation Company performing Scheduled Operations at the Airport.

1.24 Scheduled Operation shall mean a Scheduled Airline's operation (arrival or departure) that occurs pursuant to a schedule that is published in the Official Airline Guide (OAG) or any successor publication so long as such schedule is made available to City at least forty-five (45) days prior to the commencement or rescheduling of the operation.

1.25 Term shall mean the period of time during which Airline's activities at the Airport shall be governed by this Lease Agreement. Said Term shall begin on the Effective Date (as set forth in Article 2 hereof), and, except as otherwise set forth herein, terminate on the termination date set forth in Article 3 (subject to extension as provided in Article 2 hereof).

1.26 Terminal Aircraft Aprons shall mean those areas of the Airport that are primarily designated for the parking of passenger aircraft and support vehicles and the loading and unloading of passenger aircraft.

1.27 Terminal shall mean the passenger terminal buildings.

1.28 Ticket Counter shall mean those areas made available by the Airport for ticketing passengers and receiving baggage.

Article 2. Term

2.01 Effective Date. This Lease Agreement, along with the determinations of rentals, fees, and charges set forth herein, shall be effective on May 1st, 2019 (the "Effective Date").

2.02 Term. The term ("Term") of this Lease shall be for an initial ten (10) year period, with the Airline having the option to extend this Lease Agreement for two (5) year periods, exercised by the Airline, at its option, upon written notice to the City provided no less than ninety (90) days' prior to the end of the then current Term. During the Term, either party can terminate the Lease upon ninety (90) days' written notice.

Article 3. Grant of Rights to Use Airport

3.01 Airline Rights and Privileges. The City hereby leases the Leased Premises to Airline hereunder. In addition to all rights granted elsewhere in this Lease Agreement, Airline shall have the right to use, in common with others so authorized by City, the Common Use Areas and other areas (other than areas leased preferentially or exclusively to others), facilities, equipment, and improvements at the Airport for the operation of Airline's Air Transportation Business and all activities reasonably necessary for such operations, including but not limited to:

3.01.1 The landing, taking off, flying over, taxiing, towing, and conditioning of Airline's aircraft and, in areas designated by City, the extended parking, servicing, deicing, loading or unloading, storage, or maintenance of Airline's aircraft and support equipment subject to the availability of space and subject to such reasonable charges and regulations as City may

establish; provided, however, Airline shall not permit the use of the Airfield by any aircraft operated or controlled by Airline which exceeds the design strength or capability of the Airfield as described in the then-current FAA-approved Airport Layout Plan ("ALP") or other engineering evaluations performed subsequent to the then-current ALP, including the then-current Airport Certification Manual, without prior permission.

3.01.2 The loading and unloading of persons, property, cargo, parcels and mail by motor vehicles or other means of conveyance reasonably approved by City at Terminal Aircraft Aprons or such other locations as may be designated by the Director; provided Airline shall not use Terminal Aircraft Aprons immediately adjacent to the passenger Terminal to load or unload all-cargo aircraft unless otherwise authorized in writing by the Director.

3.01.3 The sale of air transportation tickets and services, the processing of passengers and their baggage for air travel, the sale, handling, and providing of mail, cargo, and express services, and reasonable and customary airline activities.

3.01.4 The use of the Common Use Areas at the Airport for its employees/service providers, agents and directors in common with other employees.

3.01.5 The training of personnel in the employ of or to be employed by Airline and the testing of aircraft and other equipment being utilized at the Airport in the operation of Airline's Air Transportation Business; provided, however, said training and testing shall be incidental to the use of the Airport in the operation by Airline of its Air Transportation Business and shall not hamper or interfere with the use of the Airport and its facilities by others entitled to the use of same. City reserves the right to restrict or prohibit such training and testing operations which it deems to interfere with the use of the Airport, including excessive noise as reasonably determined by City.

3.01.6 The sale, disposition, or exchange of Airline's aircraft, engines, accessories, oil, grease, lubricants, fuel, or other similar equipment or supplies; provided, however, Airline shall not sell or permit to be sold aviation fuels or propellants except (i) to such Air Transportation Company which is a successor company to Airline, (ii) for use in aircraft of others which are being used solely in the operation of Airline's Air Transportation Business, including, but not limited to, Airline's code sharing partner(s), or (iii) when a comparable grade and type of fuel desired by others is not available at the Airport except from Airline.

3.01.7 The purchase at the Airport or elsewhere of fuels, lubricants, and any other supplies and services from any person or company, subject to City's right to require that each provider of services and/or supplies to Airline secures a permit from City to conduct such activity at the Airport, pays required fees, and abides by all reasonable Rules and Regulations established by City. No discriminatory limitations or restrictions shall be imposed by City that interfere with such purchases; provided, however, nothing herein shall be construed to permit Airline to store aviation fuels at the Airport. This Lease Agreement grants no right to store aviation fuels; the granting of any right to store aviation fuels shall be subject to the execution of a separate agreement between Airline and City.

3.01.8 The servicing by Airline or its suppliers of aircraft and other equipment being utilized at the Airport by Airline on the Terminal Aircraft Aprons or such other locations as may be designated by the Director.

3.01.9 The provision, either alone or in conjunction with other Air Transportation Companies or through a nominee, of porter/skycap service for the convenience of the public, at no cost to City.

3.01.10 Airline shall have the right to purchase, contract or otherwise obtain property, facilities or services deemed by Airline to be required by, or incident to, its Airport operations under this Lease from any persons or organizations Airline may choose. This shall include the receipt of services from, and/or the operation of flights by any domestic Air Transportation Company that is (i) a parent or subsidiary of Airline or (ii) otherwise operates under essentially the same trade name as Airline at the Airport and uses essentially the same livery as Airline, for the purpose of operating aircraft on behalf of Airline. Said operations shall be included as operations of the Airline for the determination, assessment, invoicing, and allocation of applicable airport fees, rates, and charges to the Airline.

3.01.11 Airline shall have the right to ingress and egress from the Airport and Airline Premises for Airline's officers, employees, agents, and invitees, including passengers, suppliers of materials, furnishers of services, aircraft, equipment, vehicles, machinery and other property. Such right shall be subject to 49 CFR Part 1542, applicable laws, and City's right in accordance with its applicable law to establish reasonable and nondiscriminatory Rules and Regulations governing (i) access by the general public, including Airline's passengers, and (ii) access to non-public areas at the Airport by Airline's employees, suppliers of materials, and furnishers of services; provided, however, any such Rules and Regulations of City shall not unreasonably interfere with the operation of Airline's Air Transportation Business. City may at any time temporarily or permanently close, re-route, or consent to or request the closing or re-routing of any roadway or access to the Airport, so long as a means of ingress and egress reasonably equivalent is concurrently made available to Airline. Notwithstanding the foregoing, as part of the obligations of Airline set forth in Article 11, Airline hereby releases and discharges City from any and all claims, demands, or causes of action which Airline may now or at any time hereafter have arising or alleged to arise out of such a closing or re-routing.

3.01.12 Subject to any applicable Airport Rules and Regulations, nothing in this paragraph shall prohibit Airline from (i) providing food and beverages, at Airline's sole cost and expense, in its non-public Exclusive Use Premises solely for Airline's employees, (ii) installing or maintaining vending machines in Airline's non-public Exclusive Use Premises solely for Airline's employees, the type, kind, and locations of which shall be subject to the approval of the Director, and (iii) providing under a separate agreement with City for its own flight kitchen at the Airport for catering services to its passengers and crews for consumption aboard aircraft or (iv) selling or providing food and beverages in a "VIP room" or similar private club at the Airport so long as Airline (A) purchases all alcoholic beverages or other beverages and any related food service items sold at or within any such area from an Airport concessionaire or (B) pays a concession fee related for the sale of all alcoholic beverages or other beverages and any related food service items sold at or within any such area (such concession fee shall be equal to the concession fee(s) for related items in the other areas of the Terminal). Nothing contained herein shall preclude Airline from providing food and beverages to its passengers in case of flight delays or cancellations without complying with the provisions of this Section 3.01.12.

3.01.13 Airline may exercise on behalf of any other Air Transportation Company having an operating agreement or permit with City any of the rights granted to Airline herein, so long as Airline is concurrently exercising those same rights in the operation of Airline's own Air Transportation Business at the Airport, subject to the provisions hereof.

3.01.14 Airline may only enter into agreements providing for pay telephones or internet access for the public in its airline clubs and VIP rooms, and Airline shall not enter into any agreements providing for pay telephones or internet access for the public anywhere else within the Airport.

3.01.15 Except as herein otherwise specified, Airline and its suppliers or contractors of property, facilities or services shall have the right to use the Airport and appurtenances free of any charges or fees by City of any nature, direct or indirect, for Airline's Airport operations as described herein under this Lease, including the necessary purchasing, selling, using, storing, withdrawing, handling, consuming, loading, unloading or delivering any such property or transporting the same to, from or at the Airport.

3.02 Employee Parking Facilities. Airline shall have the right to the reasonable use of adequate vehicular parking facilities for its employees/service providers at the Airport in common with other Airport employees. Such facilities shall be located in an area designated by the Airport Director. City reserves the right to impose a reasonable charge for such employee parking facilities, if deemed necessary, based on the cost of providing, operating, and maintaining the parking facilities.

3.03 Exclusions and Reservations. Nothing in this Article 3 shall be construed as authorizing Airline to conduct any business separate and apart from the conduct of its Air Transportation Business.

3.04 Limitations on Use by Airline. In connection with the exercise of its rights under this Lease, Airline shall not:

3.04.1 Knowingly interfere or permit interference with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical, or other systems installed or located from time to time at the Airport.

3.04.2 Dispose of nor permit any other person to dispose of any waste material into the sanitary or storm sewers at the Airport or elsewhere (whether liquid or solid) unless such waste materials or products are first properly treated in compliance with law. Nothing herein shall prohibit Airline from disposing of human waste taken from its aircraft in properly designated sanitary sewer facilities.

3.04.3 Keep or store, during any twenty-four (24) hour period, flammable liquids within the enclosed portion of the Leased Premises in excess of Airline's working requirements during said twenty-four (24) hour period, except in storage facilities especially constructed for such purposes in accordance with standards established by the National Board of Fire Underwriters, and approved by the Airport Director from the standpoint of safety. Any such liquids having a flash point of less than one hundred degrees Fahrenheit (100F) shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

3.04.4 Do or permit its agents, employees, directors or officers to do any act or thing upon the Airport premises that will jeopardize the Airport's operating certificate.

3.04.5 Do or permit its agents, employees, directors or officers to do any act or thing in conflict with the Airport's TSA approved security plan.

3.04.6 Engage in any activity prohibited by City's approved FAR Part 150 Noise Compatibility Study and Preferential Runway Use Program as amended or supplemented from time to time in accordance with applicable law.

3.04.7 Do or permit to be done anything, either by act or failure to act, that shall cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance for the Airport or that shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Lease Agreement. If Airline shall do or permit to be done any act not permitted under this Lease Agreement, or fail to do any act required under this Lease Agreement, regardless of whether such act shall constitute a breach of this Lease Agreement, which act or failure, in and of itself, causes an increase in City's insurance premiums, Airline shall immediately remedy such actions and/or pay the increase in premiums, upon notice from City to do so.

3.04.8 Maintain or operate in the Terminal or elsewhere at the Airport a cafeteria, restaurant, bar, or cocktail lounge for the purpose of selling food and beverages to the public or to Airline's employees and passengers, except as may be permitted under Section 3.01.12 above.

3.05 City may, at its sole option, install or cause to be installed advertising and revenue generating devices, including vending machines, in Common Use Areas. City may also, at its sole option, install pay telephones or internet access in any part of the Terminal excluding airline clubs and VIP rooms. City shall be entitled to reasonable access to all lease hold areas to install or service such telephones, internet access and devices. Income generated by such telephones, internet access and devices shall be accounted for in the same manner as other non-airline Revenues of the Airport.

3.05.1 Install or operate amusement machines or vending machines, except as otherwise provided in Section 3.01.12 above.

3.05.2 Disturb any asbestos at the Airport without first obtaining all permits and approvals as required by applicable Environmental Laws or by the City.

3.06 The rights and privileges granted Airline pursuant to this Article 3 shall be subject to any and all reasonable and nondiscriminatory Rules and Regulations established by City, as such Rules and Regulations may be amended from time to time, and to the provisions of this Lease Agreement. Airline covenants and agrees that it will not violate or permit its agents, contractors or employees to violate any such Rules and Regulations. City may prescribe civil penalties and injunctive remedies for violations of any Rules and Regulations, and the same may be applied to Airline for violations of Airline’s agents, contractors or employees.

3.07 Any and all rights and privileges not specifically granted to Airline for its use of and operations at the Airport pursuant to this Lease Agreement are hereby reserved for and to City.

Article 4. Assignment and Subleasing

4.01 Assignment. This Lease Agreement may be assigned by Airline with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. No assignment shall relieve Airline (Assignor) from any of its obligations and liabilities under the Lease Agreement with respect to City. The City Manager shall have authority to consent to an assignment on behalf of City. Notwithstanding anything contained herein to the contrary, this Lease Agreement may be assigned by Airline, without the City's consent, to an entity with whom Airline may merge or consolidate or to an entity that may succeed to all or substantially all of the Airline's assets.

4.02 Successors and Assigns. All covenants and conditions of this Lease Agreement shall bind and shall inure to the benefit of the legal representatives, successors and assigns of the respective Parties to this Lease Agreement, provided that any such representation, succession or assignment is authorized and permitted under this Lease Agreement and by law. Any and all agreements that Airline shall make with any permitted assignee, and/or contracted airline of the Leased Premises, or any part thereof, shall be deemed to include all provisions contained in this Lease Agreement.

Article 5. Operation and Maintenance of the Airport

5.01 Maintenance of Airport by City. City shall operate, maintain and keep in good repair the Airport, Administration Building, and all appurtenances, facilities and services now or hereafter connected with the foregoing, and shall maintain and operate the Airport Premises in all respects in a manner at least equal to the highest standards or ratings for airports of similar size and character issued by the Federal Aviation Administration ("FAA"), and in accordance with all rules and regulations of the FAA. Without limiting the generality of the foregoing, the maintenance provided for herein shall include the keeping of runways, aprons, strips, and ramps free of snow and other obstructions insofar as reasonably possible.

5.02 Maintenance of Airport by Airline.

5.02.1 Airline shall, at its sole expense, maintain the Leased Premises in good repair, normal wear and tear excepted, provided, however, that Airline shall not be obligated to repair any damages because of structural defects in the Terminal, nor shall Airline be required to make any replacements or substantial repairs, which were not occasioned by damage caused by Airline).

5.02.2 Airline shall, at its sole expense, maintain its Terminal Aircraft Aprons in a neat, clean, and orderly condition, free from litter, debris, refuse, petroleum products, or grease that may result from activities of its passengers, employees, agents, or suppliers; and remove all oil and grease spillage that is attributable to Airline's aircraft or equipment from its aircraft parking positions.

5.02.3 Airline shall, at its sole expense, perform ordinary preventative maintenance and ordinary upkeep and nonstructural repair of all facilities, personal property, and equipment, including, but not limited to, fixtures, doors and windows, floor coverings, ticket counters (except for the facade), and baggage and passenger examination and inspection

facilities within Airline's Leased Premises of the Terminal, including all electrical work, plumbing, appliances, and fixtures. City, at its own expense, shall maintain and keep in good repair the exterior portions of the walls and roof of the Airport and all central mechanical distribution systems.

5.02.4 Airline shall, at its sole expense, promptly repair any damage in any other location at the Airport caused by the fault or negligence of Airline, its servants, agents, employees, licenses, passengers, and invitees.

5.02.5 Airline expressly agrees that City shall not be liable to Airline, for bodily injury or for any loss or damage to real or personal property caused by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil commotion, smoke, vandalism, malicious mischief, acts of civil authority, or any other cause beyond the control of City.

5.02.6 If Airline fails to perform any of its obligations under this Section of the Lease, City may elect to do so after prior reasonable written notice and recover its entire cost plus a fifteen percent (15%) administrative charge from Airline.

5.03 Alterations or Improvements by Airline.

5.03.1 Airline shall have the right to install, maintain, and operate, at no cost to City, such radio communication, company telephone system, computer, meteorological and aerial navigation equipment and facilities on Airline's Leased Premises as may be necessary or convenient for the operation of its Air Transportation Business; provided, however, that except for equipment and facilities already in place, such installations shall be subject to the prior written approval of the Director. Prior to any written approval, Airline shall provide the Director with all necessary supporting documentation related to such installations.

5.03.2 City shall grant to Airline such rights of way as may reasonably be required by Airline for communications, computer equipment, teletype, telephone, interphone, conveyor systems and power, and other transmission lines in areas preferentially-leased by Airline, subject to the availability of space and/or ground areas as determined by the Director. City reserves the right to require the execution of a separate agreement between City and Airline for the lease and use of such space and/or ground area outside Terminal.

5.03.3 Airline shall have the right to install personal property, including furniture, furnishings, supplies, machinery, and equipment, in Airline's Leased Premises as Airline may deem necessary, useful or prudent for the operation of its Air Transportation Business (the installation of such personal property shall be permitted only as provided in the Airport Rules and Regulations). Title to any such personal property (including removable trade fixtures but excluding other fixtures and improvements to the Terminal) shall remain with Airline, subject to the provisions of this Lease Agreement.

5.03.4 Airline shall make no improvements to the Leased Premises until it has first, at its sole cost and expense, submitted all design and construction plans, specifications and related documents for the improvements to City's Planning and Development Services Division, and that Division has issued a building permit for the improvements, where applicable. Airline shall further diligently pursue and obtain all other permits, licenses and authorizations required.

5.03.5 Before commencing any improvement or equipment installation at the Leased Premises, Airline shall require that its construction contractors procure and maintain insurance for any construction and installation protecting both Airline and City, as well as the construction contractors, with policy amounts and coverage as City in each instance determines and provide certificates of insurance with respect to all such policies to City prior to commencement of construction. Such policies shall name City as an additional insured.

5.03.6 Airline shall ensure that all improvements, additions or alterations constructed by Airline within the Leased Premises are constructed in a good and workmanlike manner and conform to all applicable statutes, ordinances, building codes, rules and regulations of any governmental authority having jurisdiction, and to the general architectural scheme of the Terminal Building. Airline shall require in all contracts for construction that all contractors also comply with all applicable statutes, ordinances, codes, rules and regulations. Airline's construction work shall be subject to inspection by City's Planning and Development Services Division and its authorized personnel upon prior reasonably notice and during reasonable business hours. Airline shall keep the Leased Premises free and clear of liens for labor and material and shall hold the City harmless from any liability arising therefrom.

5.03.7 Construction Period. Airline shall commence construction of improvements at the Leased Premises not later than thirty (30) days from the date of its receipt of a building permit and all other required permits, licenses and authorizations and shall complete construction of all improvements expeditiously. The issuance of a Certificate of Occupancy for the Leased Premises following a satisfactory final inspection by City's Planning and Development Services Division shall signify completion of construction and City's acceptance of Airline's improvements.

5.03.8 Cost of Improvements. Airline shall bear all costs of the construction of any and all improvements, alterations and additions by or for Airline to the Leased Premises.

5.03.9 Additional Alterations, Additions or Replacements. Airline shall obtain a building permit, where applicable, prior to making any alterations, additions, replacements or improvements to the Leased Premises for which a building permit is required. Airline shall not install any equipment which requires any electrical connection (other than by ordinary wall plug or floor receptacle) nor make any changes in those electrical connections installed on the Leased Premises, without the prior written consent of the Airport Director. Any electrical service needed by Airline other than that provided at the execution of this Lease Agreement shall be installed and provided at Airline's sole cost and expense.

5.04 Signs. Except as may be otherwise provided in this Lease Agreement, Airline shall not erect, install, operate or cause or permit to be erected, installed or operated at the Leased Premises, the Terminal Building or any other Airport property, any signs or similar advertising devices without having first obtained the written consent of the Airport Director, which consent shall not be unreasonably withheld, conditioned or delayed. All such signs or similar advertising devices shall not conflict with the rights of other airlines or concessionaires at the Airport and shall conform in all respects to the applicable requirements of City's Sign Code.

5.05 Airline Operating Plans. Airline shall be responsible for submitting a plan of reasonable operation for all of the services provided as part of its Air Transportation Business under this Lease Agreement. The operation plan shall be subject to approval by the Airport Director. The operation plan shall include placement of equipment and general operating procedures including the procedures and methodology for deicing planes. Procedures shall include the brand name and chemical description of the deicing agent, and methods for application. Aircraft maintenance runups shall only be conducted in areas designated by the Airport Director.

5.06 Damage or Destruction. In the event that due to the negligence or willful act or omission of Airline, its employees, its agents, or licensees, Airline Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rent during the repair or replacement of said Airline Premises. To the extent that the costs of repairs shall exceed the amount of any insurance proceeds payable to City by reason of such damage or destruction, Airline shall pay the amount of such additional costs to City.

5.07 Removal of Disabled Aircraft. Airline shall after release, if applicable, from any government authorities or agencies with jurisdiction over such disabled aircraft promptly remove any of its disabled aircraft from any part of the Airport (including, without limitation, runways, taxiways, aprons, and gate positions) and place any such disabled aircraft in such storage areas as may be designated by the Airport Director. Airline may store such disabled aircraft only for such length of time and on such terms and conditions as may be determined by City. If Airline fails to remove any of its disabled aircraft promptly, after release, if applicable, from any government authorities or agencies with jurisdiction over such disable aircraft, the Airport Director may, after informing Airline of his intent to do so, but shall not be obligated to, cause the removal of such disabled aircraft; provided, however, the obligation to remove or store such disabled aircraft shall not be inconsistent with Federal laws and regulations. All costs expended by City in the removal of such aircraft shall be paid by Airline.

Article 6. Rents, Fees and Utilities

6.01 Rental Amount. The minimum annual rental amount shall be $36,000.00 per year for 1,027 square feet of Ticket Counter and office space at an annual rental rate of $35.05 per square foot per year, and an additional rental fee for 144 square feet of office space at $30.74 per square foot per year inclusive of applicable taxes. The annual rental amount shall be divided by twelve (12) and payable monthly, in advance, beginning on_____. If payments are more than thirty (30) days late, a penalty charge of ten percent (10%) of the amount of the rent, plus interest at the rate of one percent (1%) per month or fraction of a month, is due and payable until paid.

6.01.1 Storage. The City will allow a semi-permanent storage unit adjacent to the Terminal Building at an agreed upon location determined by the Airline and Airport Director and the Airline will pay an annual rental rate of $.34 per square foot per year for such storage unit. Such storage shall not interfere with the movement of aircraft.

6.02 Landing Fee. Airline shall provide the Airport Director or designee with a landing report containing the following data from the previous month: the number of scheduled flights,

the number of actual flights, the number of deplanements, the number of enplanements, the aircraft type(s) used during the previous month, and a calculation of FAA certificated landed weight based on total aircraft landings for the report month. All calculations for aircraft weight must be based on FAA Certificated weight rounded to the nearest 1,000 pounds. The City will generate an invoice based on the total landing weight for the month. Except to the extent the City has approved an incentive agreement related to new routes, Airline shall pay to City, within thirty (30) days following receipt of the invoice, a landing fee at the rate of $1.09 per thousand pounds of declared maximum certified gross landing weight of the aircraft landed at the Airport by Airline during the previous month. If the aircraft has returned to field landing for mechanical, emergency, or weather-related instances, this fee will be waved.

6.02.1 For calculation of the monthly landing fee, the maximum certified gross certificated weight in one thousand-pound units for which each aircraft operated at the Airport by Airline as certificated by the FAA or its successor shall be used. Landing fees shall be calculated on the basis of the total number of actual landings made during the previous month. Airline shall provide the Airport Director with a verified copy of Airline's total previous month's landings which shall be used as the basis for determining the actual monthly landing fee amount on or before the 15th day of each month. Airline shall submit this information in addition to other information, i.e., enplanements and deplanements, in a manner prescribed by the Airport Director.

6.03 Fees. Airline shall be responsible for payment of all current and future fees in effect during the term of this Lease Agreement. The City will provide written notification to Airline no less than one hundred and twenty (120) days prior to implementing a new fee.

6.04 Current Status. All of Airline's accounts with City shall be kept current during the term of this Lease Agreement.

6.05 Rental Rate Adjustment. The annual rental rate owed by Airline to City shall be adjusted annually at the anniversary date of the Effective Date of this Lease Agreement. The rental rate adjustment shall be an increase of 2% of the preceding year’s annual rental rate.

6.06 Utilities. City hereby agrees to provide water, gas, sewer, electric to the Leased Premises as well as to all public and non-exclusive areas of the Terminal Building at the Airport at no additional charge to Airline.

Article 7. Payment Provisions

7.01 Invoices. City shall send an invoice, on a monthly basis, to Airline for the rent payable by Airline pursuant to Section 6.01 hereof. The rent payable under Section 6.01 hereof is payable in advance, monthly, regardless of when, or if, the invoice is received by Airline. The City may include any applicable fees in the monthly invoice for rent or the City may separately invoice any applicable fees. In all cases, the invoice will set forth the due date for payment of those fees; provided, however, no such due date shall be sooner than thirty (30) days after the date of Airline’s receipt of the City’s invoice.

7.02 Taxes. Airline shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Airline’s operations pursuant to this Lease Agreement.

Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as applicable.

7.03 Federal Excise Taxes. The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

7.04 Fuel Charges. Airline, at its own expense, is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.

Article 8. Compliance with Laws, Rules and Regulations

8.01 General. Airline, its employees, representatives and agents, shall comply at all times with all present or future applicable laws, rules, ordinances and regulations, and all amendments or supplements thereto, governing or relating to the use of the Airport, the Terminal or the Airport Premises, as may from time to time be promulgated by federal, state or local governments and their authorized agencies.

8.02 Airport Rules and Regulations. Airline covenants and agrees to observe and obey all rules and regulations adopted by the City with respect to the use of, conduct and operation of the Airport, the Terminal Building or any additions or improvements therein.

8.03 Energy Conservation. Airline shall comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

8.04 Compliance with Airport Improvement Program. Airline covenants and agrees that this Lease Agreement may be amended by the City, after consultation with Airline, in a manner necessary to comply with any requirement of the FAA or other instrumentality of the federal government or State of Arizona in order for the City to qualify or maintain its qualification under the Airport Improvement Program, as authorized and administered under the Airport and Airway Improvement Act of 1982, 49 U.S.C. § 47101 et seq., as amended.

8.05 Compliance with FAA Assurances. Airline covenants and agrees to comply in all respects with the FAA Airport Assurances attached to and incorporated into this Lease Agreement as Exhibit A, and any subsequent amendments thereto (in which the term "sponsor" shall be deemed to mean and include the City), to the extent that its terms shall be applicable to Airline and its operations under this Lease Agreement.

8.06 Airline to Observe Rules and Regulations. Airline shall observe and obey all reasonable nondiscriminatory and lawful Rules and Regulations which may from time to time be promulgated by City for operations at the Terminal Building and at the Airport, provided, the same are consistent with safety, do not conflict with the provisions of this Lease Agreement or regulations and procedures prescribed by the FAA for operations of Airline's aircraft at the Airport.

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

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

8.09 Security. The Airport operates under a TSA approved Security Program ("Security Program"), and in accordance with the Aviation and Transportation Security Act, 49 U.S.C. Section 40101 et seq., 49 CFR Part 1542. The Security Program requires all air service carriers at the Airport to comply with the Security Program. City shall provide a sterile screening and holding room for the non-exclusive use of Airline at the Terminal Building. All areas airside of the Terminal shall be controlled. Entry by unauthorized persons, ground equipment, and aircraft is prohibited. All enplaning passengers shall be subject to screening by the TSA prior to entering the secure area of the Airport. Airline's personnel shall closely monitor enplaning passengers to ensure each passenger remains sterile during the boarding process. Each piece of unclaimed baggage unloaded from Airline's aircraft, which remains unclaimed, forty-five (45) minutes after the arrival of the flight on which the baggage was transported, shall be retrieved by Airline and stored in Airline's secure baggage area.

Article 9. Environmental

9.01 Hazardous Materials.

9.01.1 Standards of Operation – Disposal, Use and Storage of Hazardous Materials. The voluntary or involuntary release or discharge of Hazardous Materials on the Airport is strictly prohibited (except to the extent, if any, that such release or discharge complies

with all applicable Environmental Laws). Storage and use of Hazardous Materials on the Airport is prohibited, except:

(a) Airline may store and use Hazardous Materials on the Airline Premises in a safe and prudent manner and in accordance with the requirements of all applicable Environmental Laws but only for those kinds and quantities of Hazardous Materials that are normally used in conducting the activities permitted under this Lease Agreement. Upon request, Airline shall provide Director with a copy of any application for a permit, if required, for use or storage of Hazardous Materials on the Airline Premises from any regulatory agency responsible for enforcement of Environmental Laws and shall also provide a copy of any permit received from such agency; and

(b) Airline may use Hazardous Materials on the Airport other than the Airline Premises only in a safe and prudent manner and in accordance with the requirements of all applicable Environmental Laws but only for those kinds and quantities of Hazardous Materials which are commonly used in conducting the activities permitted under this Lease Agreement and for which no permit is required to be obtained from any regulatory agency under any Environmental Law.

9.01.2 Liability. Airline shall be solely and fully responsible and liable for:

(a) Storage, use or disposal of Hazardous Materials on the Airline Premises or the Airport by Airline, Airline's officers, agents, employees, contractors, permittees or invitees; or

(b) Any Hazardous Materials release or discharge which is caused by or results from the activities of Airline, Airline's officers, agents, employees, contractors, permittees or invitees on the Airline Premises or the Airport.

9.01.3 Prevention of Release or Discharge. Airline shall take all reasonable precautions to prevent its activities from causing any Hazardous Materials release or discharge to occur on the Airline Premises or the Airport in violation of Environmental Laws and shall take all reasonable precautions to prevent any unlawful release or discharge into soil, groundwater, or City's sewage or storm drainage system. All spills must be reported to the Airport Operations/ARFF staff as soon as practicable (928-213-2936).

9.01.4 Obligation to Investigate and Remediate. Airline, at Airline's sole cost and expense, shall promptly investigate and remediate, in accordance with requirements of all applicable Environmental Laws, any release or discharge or threat of release or discharge of Hazardous Materials in violation of Environmental Laws on the Airline Premises or the Airport, which was caused or results in whole or in part from the activities of Airline, Airline's officers, agents, employees, contractors, permittees or invitees including but not limited to any release or discharge or threat of release or discharge into soil or groundwater in violation of Environmental Laws but excluding the disposal of Hazardous Materials through the City's sewerage system so long as such disposal complies with all applicable Environmental Laws. In addition to all other rights and remedies of City hereunder, if Airline does not promptly commence investigation of any such release or discharge or threat of release or discharge or diligently pursue appropriate

remedial activities as required by applicable Environmental Laws, City, in its discretion, may pay to have same investigated and remediated as required by applicable Environmental Laws, and Airline shall reimburse City for its reasonable share of the costs within thirty (30) days of City's demand for payment. The failure to commence investigation and provide City with a schedule for diligent completion of any required remediation within thirty (30) business days after (a) Airline's discovery of such release or discharge or threat of release or discharge or (b) notice of such release or discharge or threat of release or discharge to Airline shall constitute prima facie evidence of failure to promptly commence investigation and remediation.

9.01.5 Indemnification. In addition to the obligations of Airline as set forth in Section 11.01 hereof, Airline shall defend (with counsel acceptable to City in City's reasonable discretion), indemnify and hold City harmless from and against all loss, damage, liability (including all consequential damages) and expense (including, without limitation, the reasonable and necessary costs of any cleanup and remediation of Hazardous Materials as required by applicable Environmental Laws) which City may sustain as a result of storage, use or disposal of Hazardous Materials on the Airline Premises or the Airport by Airline, Airline's officers, agents, employees, contractors, permittees or invitees; or (b) Any Hazardous Materials release or discharge on the Airline Premises or the Airport other than the Exclusive Use Premises, including but not limited to any release or discharge into soil or groundwater, or City's sewage or storm drainage system, which is caused by or results from the activities of Airline, Airline's officers, agents, employees, contractors, permittees or invitees.

9.01.6 Release of Claims Against City. Airline releases, acquits and forever discharges City from any and all claims, actions, causes of action, demands, rights, damages, costs, including but not limited to loss of use, lost profits, or expenses, which Airline may now have, or which may hereafter accrue on account of or in any way growing out of all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage, and the consequences thereof resulting or arising out of the presence or cleanup of any Hazardous Materials on the Airline Premises or the Airport, but only to the extent the presence of such Hazardous Materials was not caused by or did not result from the negligence, willful misconduct, acts or omissions of City, City's officers, agents, employees, contractors, lessees, permittees or invitees. This release shall not apply to any claims for contribution that Airline may have against City in the event that Airline incurs any cost in undertaking any cleanup of Hazardous Materials from the Airline Premises or the Airport ordered by a governmental agency, to the extent that the cleanup order and costs result from a release or discharge of Hazardous Materials for which Airline is not responsible and liable under this Lease Agreement.

9.01.7 Records and Inspections.

(a) If Airline makes any written disclosure, or provides any report, to any governmental agency concerning Hazardous Materials at the Airport, Airline shall concurrently also provide a copy of such disclosure or report to City.

(b) Airline shall promptly deliver to City all notices of violation or alleged noncompliance that Airline receives from any governmental agency or third party concerning Hazardous Materials at the Airport.

(c) Airline shall maintain, during the term of this Lease Agreement and for a period of not less than five (5) years after the expiration or termination of this Lease Agreement, or for any longer period of time required by any applicable law, regulation, policy, order or decree, separate and accurate daily records pertaining to the use, handling and disposal of any Hazardous Materials by Airline, Airline's officers, agents, employees, contractors, permittees or invitees on or from the Airport.

9.01.8 Airline Obligations Upon Termination. Prior to vacating the Airline Premises, and in addition to all other requirements under this Lease Agreement and without limiting Airline's indemnification obligations under Section 11.01, Airline shall remove any Hazardous Materials placed on the Airline Premises during the Term by Airline or as a result of Airline's use or occupancy of the Airline Premises during the Term and shall demonstrate to City's reasonable satisfaction that such removal is in compliance with all applicable Environmental Laws, including without limitation conducting any environmental audits as may be required by City to demonstrate such removal has been completed according to the terms of this Lease Agreement. This removal and demonstration shall be a condition precedent to City's return of the Contract Security to Airline upon termination or expiration of this Lease Agreement.

9.01.9 Survival of Obligations. Airline's obligations under this Section 9.01 shall survive the expiration or earlier revocation or suspension of this Lease Agreement.

9.02 Stormwater.

9.02.1 Notwithstanding any other provisions or terms of this Lease Agreement, Airline acknowledges that certain properties within the Airport, or on City owned land, are subject to federal and state stormwater rules and regulations. Airline agrees to observe and abide by such stormwater rules and regulations as may be applicable to City's property and Airline's uses thereof.

9.02.2 Airline acknowledges that any stormwater discharge permit issued to City may name Airline as a co-permittee. City and Airline both acknowledge that cooperation is necessary to insure compliance with any stormwater discharge permit terms and conditions, as well as to insure safety and to minimize cost of compliance. Airline acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to "significant materials" generated, stored, handled or otherwise used by Airline, as such term may be defined by applicable stormwater rules and regulations, by implementing and maintaining "best management practices" as that term may be defined in applicable stormwater rules and regulations.

9.02.3 City will provide Airline with written notice of any stormwater discharge permit requirements applicable to Airline and with which Airline may be obligated to comply. Airline agrees that within thirty (30) days of receipt of such written notice it shall notify City in writing if it disputes any of the stormwater permit requirements it is being directed to undertake. If Airline does not provide such timely notice, Airline will be deemed to assent to undertake such stormwater permit requirements. In that event, Airline agrees to undertake, at its sole expense, unless otherwise agreed to in writing between City and Airline, those stormwater permit requirements for which it has received written notice from City, and Airline agrees that it will hold

harmless and indemnify City for any violations or non-compliance with any such permit requirements that were caused solely by Airline.

Article 10. Indemnification, Waiver of Claims and Insurance

10.01 Indemnification.

10.01.1 Airline shall indemnify, defend and hold harmless City, its officers, officials, agents, employees and volunteers (each an "Indemnitee" and collectively, the "Indemnitees") from and against all third-party claims, demands, actions, liabilities, damages, losses, or expenses, including court costs, costs of claim processing, investigation, and litigation, and reasonable attorney's fees (collectively referred to hereinafter as "Claims") whether or not meritorious, for bodily injury or personal injury, including death, or property damage, caused by or arising from, in whole or in part, the acts, errors, omissions, negligence, or alleged negligence of Airline, or any of Airline's directors, officers, agents, employees, volunteers, contractors or subcontractors.

10.01.2 This indemnification includes all Claims arising or recovered under the Workers' Compensation laws or arising out of the failure of Airline to comply with any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall be indemnified by Airline from and against all Claims, except to the extent same arise from the sole negligence of any Indemnitee or the collective negligence of one or more Indemnitees. Airline shall be responsible for all primary loss investigation, defense, and judgment costs where this indemnification is applicable. This indemnification by the Airline shall extend, but not be limited to, the following:

(a) Construction by or through Airline of any improvements or any other work or thing done in, on or about the Leased Premises or any part thereof;

(b) Any use, nonuse, possession, occupation, alteration, repair, condition, operation, maintenance or management of the Leased Premises, areas adjacent thereto or improvements thereon by or through Airline, or any nuisance made or suffered thereon, or any failure by Airline to keep the Leased Premises or space comprising a part thereof in a safe condition;

(c) Any fire, accident, injury (including death) or damage to any person or property occurring in, on or about the Leased Premises, areas adjacent thereto or improvements thereon, or any part thereof;

(d) Any lien or claim which may be alleged to have arisen against or on the Leased Premises, or improvements thereon, or any part thereof, or any of the assets of, or funds appropriated to, City, or any liability which may be asserted against City with respect thereto;

(e) Any acts or omissions of Airline, Airline's assignee or subtenant or any of its or their respective agents, contractors, servants, employees, licensees or invitees;

(f) Any failure on the part of Airline to pay rent or landing fees, or to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease Agreement, and the exercise by City of any remedy provided in this Lease Agreement with respect thereto;

(g) Any tax which Airline is obligated to pay or cause to be paid, including any tax attributable to the execution, delivery or recording of this Lease Agreement.

10.01.3 The foregoing provisions shall survive the expiration or earlier termination of this Lease Agreement to the extent that the act, error, omission, negligence or alleged negligence arose prior to such expiration or termination.

10.01.4 Airline shall hold all goods, materials, furniture, fixtures, equipment, machinery and other property whatsoever on the Leased Premises at the sole risk of Airline, and, to the extent set forth above, hold City harmless from any loss or damage thereto by any cause whatsoever, except to the extent caused by the City or its employees', contractors', agents', or invitees' sole negligence or intentional misconduct. The obligations of Airline under this Lease Agreement shall not in any way be affected by the absence of insurance coverage, or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting this Lease Agreement.

10.01.5 In the event that any Claims are made or brought against City by reason of any Claim for which Airline is required to indemnify the City hereunder, then, upon demand by City, Airline, at its sole cost and expense, shall defend such Claims in City's name.

10.01.6 Notwithstanding the foregoing, City may engage its own attorneys to defend it or to assist in its defense, and Airline shall pay the reasonable fees and disbursements of such attorneys. Airline recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges that the terms and conditions of this Lease Agreement constitute good and valuable consideration provided by City in support of this indemnification in accordance with laws of the State of Arizona.

10.02 Waiver of Claims.

10.02.1 Airline hereby waives all claims or causes of action against City, its officers, officials, agents, employees and volunteers which it may now or hereafter have for damages to any property on, about, or related to the Airport, and for injuries or death to persons on, about or related to the Airport, from any cause or causes arising at any time, except from the sole negligence of City, its officers, officials, agents, volunteers or employees.

10.02.2 By way of example and not limitation, save and except as arises out of the negligent or willful act of City, its officers, or employees, Airline hereby waives any and all claims or causes of action which it may now or hereafter have against City, its officers, or employees:

(a) for loss, injury, or damage sustained by reason of any deficiency, impairment, and interruption of any water, electrical, gas, plumbing, air conditioning, or sewer service or system serving any portion of the Airport;

(b) [reserved]; and

(c) for any loss or damage to the property of, or injury or damage to Airline, its officers, employees, agents, contractors, or any other person whomsoever, from any cause or causes arising at any time because of Airline's use or occupancy of the Airline's premises or of the Airport, or its operations thereon (City will use its best efforts to control the activities of other users).

10.03 Insurance.

10.03.1 Insurance Requirements. In addition to such insurance as may be required by law or regulation, Airline, at its sole cost and expense, shall maintain in full force and effect throughout the term of this Lease Agreement the insurance coverages, limits and endorsements required herein. The insurance requirements contained herein shall be minimum requirements for this lease and in no way limit the indemnification covenants contained in Article 10. Neither the insurance requirements nor the City's review or acceptance of insurance, shall in any manner limit or qualify the liabilities and obligations assumed by Airline hereunder.

10.03.1.1 Minimum Scope and Limits of Insurance.

(a) Aircraft Liability Insurance. Airline shall maintain Aircraft Liability Insurance with respect to all aircraft owned, leased or operated by Airline for bodily injury (including death) and property damage liability at limits in accordance with Code of Federal Regulations Title 14 Part 205. Coverage shall include Airport premises, all ground operations, including Ramp and Taxiway, Aircraft Products and Completed Operations.

(b) Commercial General Liability Insurance - Occurrence Form. Airline shall maintain Commercial General Liability Insurance at limits of not less than $5,000,000 Combined Single Limit per occurrence for Personal Injury, Bodily Injury (including death) and Property Damage Liability and shall include, but not be limited to Premises and Operations, Personal Injury, Products-Completed Operations, and Contractual. Fire Damage (Damage to Rented Premises) shall be not less than $100,000. In the event Airline operates a VIP Room, an endorsement or separate coverage for Liquor Liability shall be maintained at $1,000,000. Coverage shall be provided on a primary basis.

(c) Business Automobile Liability Insurance. Airline shall maintain Business Automobile Liability Insurance covering all Owned, Hired, and Non-Owned Vehicles used on the Airport in an amount of not less than $1,000,000 Combined Single Limit per occurrence for Bodily Injury (including death) and Property Damage Liability; provided however, that if the scope and conduct of Airline's operations under this Lease Agreement require vehicle access to the Ramp Area, Airline shall maintain Business Automobile Liability Insurance in an amount no less than $5,000,000 Combined Single Limit per occurrence for Bodily Injury (including death) and Property Damage Liability. Notwithstanding the foregoing, if the scope and

conduct of Airline's operations under this Lease Agreement do not involve the operation, ownership or use of any vehicle, then this requirement shall include automobile liability for Hired and Non-Owned vehicles only.

(d) Workers Compensation Insurance. Airline shall maintain Workers Compensation and Employers Liability insurance written in accordance with the laws of the State of Arizona providing coverage for any and all employees of Airline. Coverage shall include Employers liability with minimum limits of $500,000 each accident, $500,000 Disease-Policy limit and $500,000 Disease-Each Employee. Coverage shall include Broad Form All States Endorsement and Waiver of Subrogation in favor of City of Flagstaff. In the event Airline subcontracts any portion of the work or services under this Lease Agreement to another party, Airline shall be responsible for ensuring its subcontractors maintain Worker's Compensation & Employers Liability Insurance. Evidence of self-insurance in the State of Arizona as approved by the State's Industrial Commission may be substituted.

10.03.2 Other Insurance Requirements. All policies shall contain the following provisions:

(a) Additional Insured Endorsement. Except for Workers Compensation/Employer's Liability Insurance, Personal Injury Liability and Aviation Products Liability:

(i) The City of Flagstaff, its officers, officials, and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the Leased Premises subject to this Lease Agreement and activities performed by or on behalf of Airline, including products and completed operations of Airline; and automobiles owned, leased, hired or borrowed by Airline.

(ii) The City of Flagstaff, its officers, officials, agents, employees and volunteers, shall be named as additional insureds to the full limits of liability purchased by Airline even if those limits of liability are in excess of those required by this Lease Agreement.

(b) Airline's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, agents, employees or volunteers, shall be in excess to the coverage of Airline's insurance and shall not contribute to it.

(c) Airline's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Workers' Compensation policy shall contain a waiver of subrogation against the City of Flagstaff, its officers, officials, agents, employees and volunteers for losses arising from Airline's operations, occupancy and use of the Leased Premises subject to this Lease Agreement.

10.04 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Lease Agreement shall not be suspended, voided, cancelled, reduced in coverage or in

limits except after thirty (30) days' prior written notice has been given to City. Such notice shall be sent directly to the Airport Director as provided in Section 15.03 herein.

10.05 Acceptability of Insurers. Airline shall obtain insurance coverage hereunder with insurers duly licensed, or approved unlicensed companies, in the State of Arizona and with a "Best's" rating of not less than A-: VII or a comparable rating from a comparable rating service. City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Airline from potential insurer insolvency. The City recognizes that a self-insurance layer may be substituted.

10.06 Verification of Coverage. A signed Certificate or Certificates of Insurance, evidencing that required insurance coverage(s) has been procured or maintained by Airline in the types and amount(s) required hereunder, shall be delivered to City prior to the Effective Date of Lease Agreement. The Certificate(s) of Insurance shall clearly state that the City of Flagstaff is an "Additional Insured" as required herein. Certificate(s) of insurance shall also endeavor to provide thirty (30) days written notice to City prior to cancellation (ten (10) days for nonpayment of premium) or non-renewal of coverage. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance.

10.06.1 Required insurance shall be subject to the review, acceptance, and approval of City, at its reasonable discretion, as to form and types of coverage. Airline's failure to maintain all insurance policies required herein shall constitute a material default of the Lease Agreement by Airline, entitling City to exercise any remedies available to it under this Lease Agreement, at law and in equity, including the right to terminate this agreement. All certificates of insurance shall be sent directly to the Airport Director as set forth in Section 14.07 hereof.

10.07 Self-Insurance. The City may allow insurance coverage required herein to be provided by Airline's self-insurance plan, subject to prior written approval of City's Risk Management Division.

10.08 Deductibles, Coinsurance and Self-Insured Retention. Airline shall be fully and solely responsible for any deductible, or self-insured retention, including any losses, damages or expenses not covered due to an exhaustion of limits or failure to comply with the policy.

10.09 Approval. Any modification or variation from the insurance requirements in this Lease Agreement shall have the prior approval of the City's Risk Manager. Such action shall not require a formal Lease Agreement amendment but may be made by administrative action.

10.10 Policy Review and Adjustment. City, by and through its Risk Management Division, reserves the right to periodically review any and all policies of insurance and to reasonably adjust the limits of coverage required hereunder from time to time throughout the term of this Lease Agreement. City may reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally in such event, City shall provide Airline written notice of such adjusted limits or rejection and Airline shall comply within ninety (90) days of receipt thereof. Airline shall be responsible for any premium revisions as a result of any such reasonable adjustment.

10.11 Invalidation of Policies. Airline shall not knowingly use or permit the use of the premises for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Airline's premises or airport or airline. In the event Airline's acts or failure to act shall cause cancellation of any policy, then Airline shall immediately, prior to notification by City, take such action as is necessary to reinstate or replace the required insurance.

10.12 No Representation of Coverage Adequacy. Airline acknowledges the limits, coverages and endorsements required by Article 10 are intended to minimize liability for City. Airline agrees that it will not rely upon the requirements of this Article 10 when assessing the extent or determining appropriate types or limits of insurance coverage to protect Airline against any loss exposures, whether as a result of this Lease Agreement or otherwise.

Article 11. Reservation of Rights

11.01 Right to Enter. City shall have the right to enter the Leased Premises at reasonable times for the purpose of inspection to determine compliance with Airline's covenants herein upon no less than twenty-four (24) hours' prior notification to Airline. City shall have the right to enter the Leased Premises immediately and without notification, if an emergency exists and the entry is necessary to protect life or property.

11.02 Airport Development and Expansion. City reserves the right to further develop, improve and expand the landing area or any other area, building or other improvement within the present or future boundaries of the Airport as it sees fit in its sole judgment, regardless of the desires or views of Airline and without interference or hindrance by Airline.

11.02.1 Further, the City retains the absolute right to maintain, repair, develop, improve and expand the Terminal, or any other Airport facility, Airport improvement or Airport property free from any and all liability to Airline for loss of business or damage of any nature whatsoever as may be occasioned during or because of the performance of such maintenance, repair, development, improvement or expansion.

11.03 Maintenance and Repair. City shall have the right to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, including but not limited to, such areas that are necessary to serve the aeronautical users of the Airport, other than as may be leased to or under the control of other Airport tenants, together with the right to direct and control all activities of Airline in this regard.

11.04 Airspace. There is hereby reserved to City and its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Terminal, including but not limited to the right to cause or allow in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from or operation at the Airport, without liability or obligation of any kind.

Article 12. Termination

12.01 Termination by City.

12.01.1 Termination for Cause. Airline acknowledges and agrees that City may, at its option, upon the occurrence of any of the following events, upon thirty (30) days' prior written notice, terminate this Lease Agreement and, enter into and upon the Leased Premises or any part thereof and repossess the same and expel Airline and any persons claiming by, through or under Airline, and remove its or their property and effects, if any, forcibly if necessary, from the Leased Premises or elsewhere at the Airport, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be available for arrearage of rent or breach of any provision of this Lease Agreement:

(a) If Airline shall be in arrears in the payment of any rent or fee due under this Lease Agreement for a period of thirty (30) days or more following City's written notice to Airline;

(b) The failure, refusal or neglect of Airline to perform any of the covenants, terms and conditions of this Lease Agreement (other than payment of rent or fee and continuous operation of Airline's business operations), and the failure or neglect continues for a period of at least thirty (30) days after City has notified Airline in writing of the failure or neglect, or, in the event that the failure or neglect cannot be completely corrected within the thirty (30) day period, if Airline has not actively begun correcting the failure or neglect within the thirty (30) day period;

(c) The voluntary abandonment by Airline of the Leased Premises or its operations at the Airport for a period of sixty (60) days or more;

(d) The seizure or taking of possession for a period of thirty (30) days or more, of all or substantially all of the property used on the Airport premises belonging to Airline by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator;

(e) The filing of any lien against the Leased Premises because of any act or omission of Airline which is not discharged or contested in good faith (as City shall determine in its sole discretion) by proper legal proceedings within twenty (20) days of receipt of actual notice of the lien by Airline;

(f) Airline's willful falsification of any of its business records or books with the intent of depriving City of any rents, fees or other rights under the terms of this Lease Agreement;

(g) Any permanent injunction of Airline's conduct of business on the Airport premises by a court of final jurisdiction; provided, however, that if Airline is temporarily enjoined from doing business at the Airport, any resulting cessation of business by Airline so long as the injunction remains in effect shall not be considered a breach of this Lease Agreement or cause for termination by City, unless and until the injunction becomes permanent.

12.01.2 Termination Without Cause. In addition to any other rights of termination City may have under this Lease Agreement, City may, at any time that City is not in default,

terminate this Lease Agreement without cause by giving Airline ninety (90) days' prior written notice of termination.

12.02 Termination by Airline.

12.02.1 Termination for Cause. In addition to any other rights of cancellation it may have under this Lease Agreement or by law, Airline may, at any time that Airline is not in default, terminate this Lease Agreement at its option by giving City thirty (30) days' prior written notice of termination, upon the occurrence of any of the following events:

(a) An order or action by the FAA or any other governmental authority substantially terminating Airline's right to conduct its operations at the Airport;

(b) The issuance, by a court of competent jurisdiction, of an injunction of at least thirty (30) days' duration, prohibiting or restraining the use of the Airport as an airport, or Airline's business operations at the Airport;

(c) A national emergency resulting in a curtailment of the use of aircraft and/or motor vehicles by the general public, or a limitation of the supply of gasoline and/or aircraft fuel available to general use either by executive decree or legislative action, which results, in fact, in a substantial curtailment of Airline's business operations at the Airport;

(d) A breach by City of any material covenant of this Lease Agreement, which remains uncured for a period of thirty (30) days following written notice of the breach to City, or, in the event that the breach cannot be completely cured within the thirty (30) day period, if City has not actively begun curing the breach within the thirty (30) day period;

(e) Airline's inability to use the Leased Premises or to conduct its business operations at the Airport due to City's failure to maintain the Airport, and/or to unsafe conditions at the Airport; or

(f) The seizure or other assumption of control of the Airport by any governmental entity other than City.

12.02.2 Termination Without Cause. In addition to any other rights of termination Airline may have under this Lease Agreement, Airline may, at any time that Airline is not in default, terminate this Lease Agreement without cause by giving City ninety (90) days' prior written notice of termination.

12.03 Property Upon Termination.

12.03.1 Condition of Leased Premises. Airline covenants and agrees that upon any termination of this Lease Agreement, however caused, Airline shall quit and surrender the Leased Premises, and perform all repairs of the Leased Premises reasonably necessary to restore the Leased Premises to substantially the same condition it was in at the time this Lease Agreement was entered into, reasonable wear and tear excepted.

12.03.2 Fixtures. All fixtures installed and permanently affixed to the realty of the Leased Premises or the Airport property during the term of this Lease Agreement shall become and remain the property of City. All signs, decorations, fixtures and equipment, which Airline may install during the term of this Lease Agreement that have not been permanently attached to the Leased Premises or the Airport property shall remain the property of Airline.

12.03.3 Removal of Personal Property. Within thirty (30) days of any termination of this Lease Agreement, however caused, Airline shall remove from the Leased Premises all signs, decorations, equipment, trade fixtures and other personal property belonging to Airline, its agents, contractors, assignees or subcontractors, if any, that have not been permanently attached to the Leased Premises, or to any part of the Airport property.

Article 13. Remedies

13.01 Statutory Remedies. In addition to any other remedies provided in this Lease Agreement, City shall be entitled to all of the remedies enumerated in Title 33, Chapter 3, Article 4 of the Arizona Revised Statutes, the provisions of which are hereby incorporated by reference into this Lease Agreement, as if the same were set forth in their entirety, upon the occurrence of any of the events set forth therein.

13.02 Remedies Cumulative. The remedies of City set forth in this Lease Agreement shall be cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in the event of Airline's breach of any provision of this Lease Agreement in addition to any other remedies set forth in this Lease Agreement, City shall be entitled to specific performance and to restraint by injunction of any breach, or attempted or threatened breach, of any of the terms, covenants, conditions or other provisions of this Lease Agreement.

Article 14. General Provisions

14.01 Airport Representative. City designates the Airport Director as its representative to administer this Lease at the Airport.

14.02 Quiet Enjoyment. City represents that it has the right to lease the Leased Premises together with the facilities, rights, licenses and privileges granted in this Lease Agreement, and has full power and authority to enter into this Lease Agreement. City agrees that upon payment of the rent and performance of the covenants of this Lease Agreement by Airline, Airline shall peaceably have and enjoy the Leased Premises and all rights and privileges of the Airport, its appurtenances and facilities as set forth in this Lease Agreement.

14.03 Inspection, Records, Administration.

14.03.1 Records. The City shall have the right to inspect and audit all Airline books and records related to the Lease Agreement for up to five (5) years after completion of the Lease Agreement.

14.03.2 Right to Inspect Business. The City shall have the right to inspect the place of business of the Airline or its subcontractor during regular business hours at reasonable times and upon prior reasonable notice, to the extent necessary to confirm Airline's compliance with the terms of this Lease Agreement.

14.03.3 Public Records. This Lease Agreement and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Airline has clearly marked its proprietary information as confidential, the City will endeavor to notify Airline prior to release of such information.

14.04 Drug Free Workplace. The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Airline personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Lease Agreement.

14.05 Conflict of Interest. Notwithstanding anything to the contrary contained in this Lease Agreement, the Parties acknowledge, in accordance with Arizona Revised Statutes § 38-511, that City may terminate this Lease Agreement upon written notice at any time within three (3) years of its execution without penalty or further obligation in the event that any person significantly involved in initiating, securing, drafting or creating this Lease Agreement on behalf of City shall become an employee or agent of Airline in any capacity or shall render consulting services to Airline with respect to the subject matter of this Lease Agreement.

14.06 Force Majeure. The performance of all covenants contained in this Lease Agreement, other than the covenants to pay rentals or other applicable fees or charges, shall be postponed and suspended during any period in which a Party's performance is prevented by acts of God, accidents, abnormal weather and conditions arising from them; strikes, boycotts, lockouts and other labor troubles; riot, fire, earthquake, flood, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration or existence of a national emergency and attendant conditions; the exercise of paramount power by the federal government, either through the taking of the Leased Premises or the imposition of regulations restricting the conduct of business at the Leased Premises; acts of enemies, sabotage, terrorism, interference, restriction, limitation or prevention by legislation, regulation, decree, order or request of any federal, state or local government or any instrumentality or agency thereof, including any court of competent jurisdiction; inability to secure labor or adequate supplies of materials, products or merchandise; or any other delay or contingency beyond the reasonable control of the Party whose performance is so prevented or delayed. Any Party desiring to invoke force majeure shall provide written notice to the other Party no later than fifteen (15) days following such Party's knowledge of the occurrence of such event and prompt notice of the cessation of such event.

14.07 Notices. Unless otherwise specified herein, any notice or other communication required or permitted to be given under this Lease Agreement shall be in writing and shall be effective and deemed received when hand-delivered or faxed or if sent by mail, three (3) business days after mailing, to the address given below for the Party to be notified or to such other address of which notice is given in accordance with this Lease Agreement:

If to City: If to Airline:

City of Flagstaff
Airport Director
6200 South Pulliam Drive, Suite 204
Flagstaff, AZ 86005
928-213-2930

American Airlines
Add Title/Contact
4333 Amon Center Blvd.
Fort Worth, TX 76155
Add Phone Number

14.08 Non-Exclusivity; Competing Uses. Nothing contained in this Lease Agreement shall be construed to grant or authorize the granting of an exclusive right prohibited by federal law. The rights and privileges granted under this Lease Agreement are nonexclusive, and City has the right to grant to others the privilege and right of conducting any and all of the aeronautical activities listed in this Lease Agreement. Notwithstanding the foregoing, unless otherwise permitted by FAA, City covenants and agrees not to enter into any similar agreement with respect to the Airport which contains more favorable terms than are contained in this Lease Agreement, or to grant to potential competitors of Airline privileges not authorized in this Lease Agreement, unless the same are also extended to Airline.

14.09 Intention of the Parties. This Lease Agreement is intended solely for the benefit of City and Airline, and is not intended to benefit, either directly or indirectly, any third party or members of the public at large. Any work done, or inspection of the Leased Premises performed by City is solely for the benefit of City and Airline.

14.10 Independence of Contract. Nothing in this Lease Agreement is intended or shall be construed as in any way creating a relationship of partners or joint ventures between the Parties, or as constituting Airline as the agent or representative or employee of City for any purpose or in any manner whatsoever.

14.11 Waiver. The failure of either Party to insist in any instance upon a strict performance by Airline of any of the provisions, terms, covenants, reservations, conditions or stipulations contained in this Lease Agreement, shall not imply, constitute or be considered as a waiver or relinquishment of the right to insist upon performance of such condition or covenant, or of any other provision of this Lease Agreement, nor shall any waiver by either Party of any breach of any one or more conditions or covenants of this Lease Agreement constitute a waiver of any succeeding or other breach of this Lease Agreement. No waiver by City or Airline of any provision, term, covenant, reservation, condition or stipulation contained in this Lease Agreement, shall be deemed to have been made in any instance unless expressed in the form of a written waiver from the party, whether City or the Airline, giving such waiver.

14.12 Prior Agreements; Integration; Modification. The Parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except as expressed in this Lease Agreement, and that this Lease Agreement constitutes the Parties' entire agreement with respect to the matters addressed. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are hereby superseded and merged in this Lease Agreement. This Lease Agreement may be modified or amended only by written agreement fully executed by the Parties.

14.13 Severability. In the event that a court of competent jurisdiction holds any part or provision of this Lease Agreement invalid, void or of no effect, the remaining provisions of this Lease Agreement shall remain in full force and effect, provided that continued enforcement of such remaining provisions does not materially prejudice either Airline or City in their respective rights and obligations contained in any valid provisions of this Lease Agreement.

14.14 Headings. Headings or captions used in this Lease Agreement shall be used solely for convenience of the Parties, and shall not define, limit, describe, alter or affect the meaning of any provision of this Lease Agreement.

14.15 Attorneys' Fees.

Except as otherwise agreed upon by the Parties, any litigation brought by either Party against the other Party to enforce the provisions of this Lease Agreement, shall be filed in Coconino County Superior Court, Flagstaff, Arizona. In the event that any action at law, or in equity, is instituted between the Parties in connection with this Lease Agreement, the prevailing Party in the action shall be entitled to an award of costs, including reasonable attorney's fees and court costs, from the non-prevailing Party.

14.16 Governing Law and Jurisdiction. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF
The parties have caused this Lease Agreement to be executed as of the Effective Date indicated above in Article 2.

CITY OF FLAGSTAFF	AMERICAN AIRLINES
_____	_____
By:	By:
ATTEST:	
_____	_____
CITY CLERK	
APPROVED AS TO FORM:	
_____	_____
CITY ATTORNEY	

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Patrick St. Clair, Planning Development Manager

Date: 04/11/2019

Meeting Date: 04/16/2019

TITLE:

Public Hearing, Consideration and Possible Adoption of Ordinance No. 2019-07: An ordinance of the City Council of the City of Flagstaff, amending the McMillan Mesa Village Specific Plan development options for designated Development Area E1 for the purposes of developing a congregate care facility. **(McMillan Mesa Specific Plan Amendment requests for property located at 1831 N Jasper Drive)**

STAFF RECOMMENDED ACTION:

At the April 16, 2019 Council Meeting:

1) Hold the Public Hearing
2) Read Ordinance No. 2019-07 by title only for the first time
3) City Clerk reads Ordinance No. 2019-07 by title only (if approved above)

At the May 7, 2019 Council Meeting:

4) Read Ordinance No. 2019-07 by title only for the final time
5) City Clerk reads Ordinance No. 2019-07 by title only (if approved above)
6) Adopt Ordinance No. 2019-07

Executive Summary:

This staff summary address both the McMillan Mesa Village Specific Plan amendment and Direct to Ordinance Zoning Map amendment requested by the developer. These items will be brought before the City Council together but will require separate actions for approval.

A Direct to Ordinance Zoning Map Amendment is requested by Buron, Inc., of approximately 3.34 acres, located at 1831 North Jasper Drive, from the Research and Development (RD) zone to the Community Commercial (CC) zone; and an Amendment to the McMillan Mesa Village Specific Plan to modify the development options and standards for a portion of Development Area "E" to allow a Congregate Care facility land use within an area designated for Business Park uses. The applicant proposes to develop an 88,812 square foot three (3)-story congregate care facility on parcel APN 101-46-012A in accordance with the approved site plan (see attachments).

The Flagstaff Planning & Zoning Commission conducted two (2) public hearings, as required by section 11-10.10.020.J.3, to consider the Direct to Ordinance Zoning Map Amendment and Amendment to the McMillan Mesa Village Specific Plan on March 13, 2019, and on March 27, 2019. The first public hearing was continued. At the second public hearing, the Planning & Zoning Commission voted on two separate motions. The first motion passed by a vote of 4-1 in favor of forwarding a recommendation of approval of the Direct to Ordinance Zoning Map Amendment, subject to conditions, to the City Council. The second motion passed unanimously by a vote of 5-0 in favor of forwarding a recommendation of approval of the

McMillan Mesa Village Specific Plan Amendment, subject to conditions, to the City Council. The dissenting vote on the Direct to Ordinance Zoning Map Amendment was in regards to the zoning category and not the land use.

Financial Impact:

No financial impacts are anticipated with this request.

Policy Impact:

There are no policy impacts affiliated with this Direct to Ordinance Zoning Map Amendment nor with the associated McMillan Mesa Village Specific Plan Amendment requests.

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

Council Goals:

- Economic Development - Grow and strengthen a more equitable and resilient economy.
- Transportation and Other Public Infrastructure - Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.
- Environmental and Natural Resources - Actively manage and protect all environmental and natural resources.

Team Flagstaff Goals:

- Strategic Priority #2 - Invest in our people
- Strategic Priority #3 - Foster a resilient and economically prosperous city

Regional Plan Goals:

- A complete analysis of the Regional Plan goals and policies can be found in the attached applicant narrative and in the staff report to the Planning and Zoning Commission.

Has There Been Previous Council Decision on This:

The parcel in question is a portion of the McMillan Mesa Village Specific Plan, adopted and approved by Ordinance No. 1779 on December 15, 1992. No other Council decisions have been made for this parcel.

Options and Alternatives:

The City Council may approve the ordinance as proposed, approve the ordinance with modified conditions, or deny the ordinance.

Background/History:

Located on the northwest corner of the intersection of Gemini Road and Jasper Drive (APN 101-46-012A), the subject parcel is vacant and situated within the McMillan Mesa Village Specific Plan boundaries. The development of McMillan Mesa included utility, infrastructure, and road construction improvements as detailed in the Specific Plan and Development Agreement. The improvements required have been completed and the parcel in question is available for development.

The McMillan Mesa Village Specific Plan was adopted by Ordinance No. 1779 on December 15, 1992. The McMillan Mesa Village Specific Plan establishes the type, location, intensity, and character of development, and the required infrastructure for the area. The plan shapes development to respond to the physical constraints of the site, coordinates the mix of land use intensities, and provides adequate circulation, open space, recreation, and other public uses and facilities. The plan is organized into

development areas A through J, which generally corresponds to zoning districts and land use categories. Section V of the plan, which covers development performance standards, establishes the intensity and character of the project development by prescribing development performance standards that are tailored to the unique qualities of the site. All development within McMillan Mesa Village must comply with the Development Performance Standards and Design Guidelines of the applicable provisions of the Zoning Code with the more restrictive code governing.

The site has an approximate elevation of 7,075 feet and the topography is generally flat with a gentle slope to the southwest towards the traffic circle at the intersection of Gemini Road and North Pine Cliff Drive. On February 26, 2019, the Inter-Division Staff (IDS) approved a site plan (PZ-18-00061-02), a copy of which is attached to this report, for the proposed development subject to successfully obtaining a Direct to Ordinance Zoning Map Amendment (rezoning). Should the rezoning be denied, the Site Plan as submitted will no longer be approved.

Key Considerations:

This development proposal requires a Zoning Map Amendment and an Amendment to the McMillan Mesa Village Specific Plan, which is one of two specific plans adopted by the City that include regulatory development standards. The Zoning Map Amendment changes the zoning category from Research and Development (RD) to Community Commercial (CC) and the Specific Plan Amendment changes the allowed land use type to congregate care and amends the Floor Area Ratio from 0.30 to 0.61.

The McMillan Mesa Village Specific Plan amendment, if adopted, would allow a high wage and skilled employment facility to be built within a Regional Plan Employment area. The proposed congregate care facility provides transitional land use and architectural design desired between suburban and employment area type designations. The facility takes advantage of and enhances the transit options available for the community at large and contributes to the community character physically, socially, and economically. The Specific Plan Amendment is in substantial conformance with the goals and policies of the Regional Plan.

At the time this application was submitted Development Area E was a 7.994-acre parcel. It has since been split and the subject parcel is now 3.337-acres in area. The remaining 4.657 acres exist as a separate parcel not part of this application and will retain the existing Research and Development (RD) zoning and existing Specific Plan development area requirements. Included within the application packet is a copy of the approved lot split recorded with Coconino County, Parcel 1, APN 101-46-102A (Exhibit A).

The proposed three (3) story building is compliant with the forty-foot (40’-0”) height restrictions of the Specific Plan for development area E. Accessed by a driveway on N Gemini Road and another on Jasper Drive, the proposed 88,812 square foot building on the 3.34-acre (145,328 square foot) parcel renders a Floor Area Ratio of 0.61 (0.61 FAR). The Community Commercial zone allows a FAR of 2.5. Yet, the McMillan Mesa Specific Plan Development Area standards for this site allow uses other than Business Park a FAR of 0.30 (0.30 FAR). Floor area ratio is the relationship between the total amount of floor area within a building and the total area of the lot on which the building stands. The Specific Plan amendment seeks to increase the FAR to 0.61 for this specific project proposal, on this specific lot, subject to the amendment approval (See attached Planning Exhibit: “Development Area E1” and “Development Area E2”). The separation of the original Development Area E into E1 and E2 has the effect of increasing the maximum floor area permitted for each area. However, overall development within the Specific Plan boundaries has been decreased through other plan amendments. Overall, there is a net decrease in density and intensity within plan boundaries. The completed and approved Site Plan review ensures that all architectural standards, pedestrian connectivity, civic space, landscaping requirements, and other components are in compliance with the Flagstaff Zoning Code and meet multiple goals and policies of the Flagstaff Regional Plan 2030. All on-site (private) infrastructure will be completed under Grading and

Drainage and Building Permit applications.

The assisted living dwelling units include sleeping, living, eating, permanent cooking and sanitation areas. Most of these units are studio or (1) bedroom units. The unit mix and associated bed counts are clarified in the following table:

ASSISTED LIVING UNIT TYPE	- NO. UNITS	- NO. BEDS
Studio	14	14
1 Bedroom	40	40
2 Bedroom	6	12
Total:	60 UNITS	66 ROOMS

Memory care residents of the facility are provided a sleeping area and bathroom which each share common dining and activity centers as well as a library/media center and secured partially covered exterior patio. Private and common dining areas, a lounge, bistro, activity center, barber, spa, salon and fitness center amenities are included for assisted living residents.

The Community Commercial (CC) zone permits a maximum building height of sixty feet (60’-0”) while the more restrictive McMillan Mesa Village Specific Plan limits building height for this parcel to forty feet (40'-0") maximum. The highest ridgeline of the proposal is shown at thirty-five feet (35'-0") on the architectural elevations and building sections (Sheets A5-A8). An outdoor courtyard serving private recreation, relaxation and common areas needs for residents is sheltered within the building footprint.

The applicant has elected to pursue an amendment to the Zoning Map by Direct Ordinance with a Site Plan per Section 10-20.50.040.D (pg. 20.50-5). The “Direct Ordinance with a Site Plan” process provides an applicant with a shorter Zoning Map Amendment process with fewer steps. The process requires the applicant to submit fully developed site plans with all supporting information required for Site Plan Review concurrently with the Zoning Map Amendment application. Once the Zoning Map Amendment is approved by the Council, the applicant can proceed directly to construction plans and building permit review. In compliance with the “Direct Ordinance with a Site Plan” process, the applicant has obtained Site Plan approval in conjunction with this application. This Zoning Map Amendment will be conditioned specifically to the use of Congregate Care Facility as proposed and shown on the approved site plan (PZ-18-00061-02).

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Community benefits and considerations related to this request are addressed in more detail in the attached Planning & Zoning Commission Staff Report dated March 6, 2019.

Community Involvement:

The applicant held one neighborhood meeting regarding this proposal. The meeting was held November 14, 2018, after the official submittal of these applications at Flagstaff NACET, 2225 N Geminin Road, and was attended by four (4) interested citizens. The questions asked related to increased traffic, project height and contextual design, site resources, proposed re-zoning, and site parking disbursement. A second neighborhood meeting was waived based on the positive reception for the project from the first meeting and based on the low attendance generated at the first neighborhood meeting. As of the writing of this report, staff has received no emails regarding this case.

Public hearings before the Planning and Zoning Commission and City Council are conducted in

conjunction with requests for Direct to Ordinance Zoning Map Amendments and Specific Plan Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within one-thousand (1000'-0") feet of the site excluding rights-of-way. This mailing radius exceeds the required three hundred (300'-0") radius indicated in the Zoning Code.

Expanded Options and Alternatives:

Findings for Reviewing Proposed Zoning Map Amendments: Direct to Ordinance Zoning Map Amendments shall be evaluated based on the following findings: 1. the proposed amendment is consistent with and conforms to the goals and policies of the General Plan and any applicable specific plans; 2. the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"), and will add to the public good as described in the General Plan; and, 3. the affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

- (Recommended Action): The City Council may approve the Direct to Ordinance Zoning Map Amendment as recommended by the Planning and Zoning Commission and staff by reading and adopting Ordinance No. 2019-07.
- The City Council may approve the Direct to Ordinance Zoning Map amendment with modified conditions.
- The City Council may deny the Direct to Ordinance Zoning Map Amendment.

Findings for Reviewing Proposed Specific Plan amendments:

No Specific Plan may be adopted or amended unless the proposed plan or amendment is in substantial conformance with the Regional Plan.

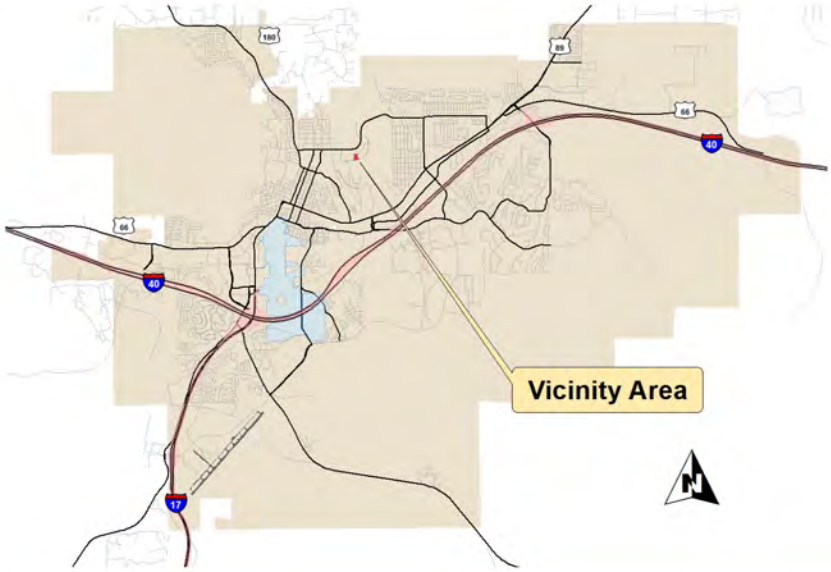
- (Recommended Action): The City Council may approve the McMillan Mesa Village Specific Plan Amendment as recommended by the Planning and Zoning Commission and staff by reading and adopting Ordinance No. 2019-07.
- The City Council may approve the McMillan MesaVillage Specific Plan Amendment with modified conditions.
- The City Council may deny the McMillan Mesa Village-specific Plan Amendment.

Attachments:

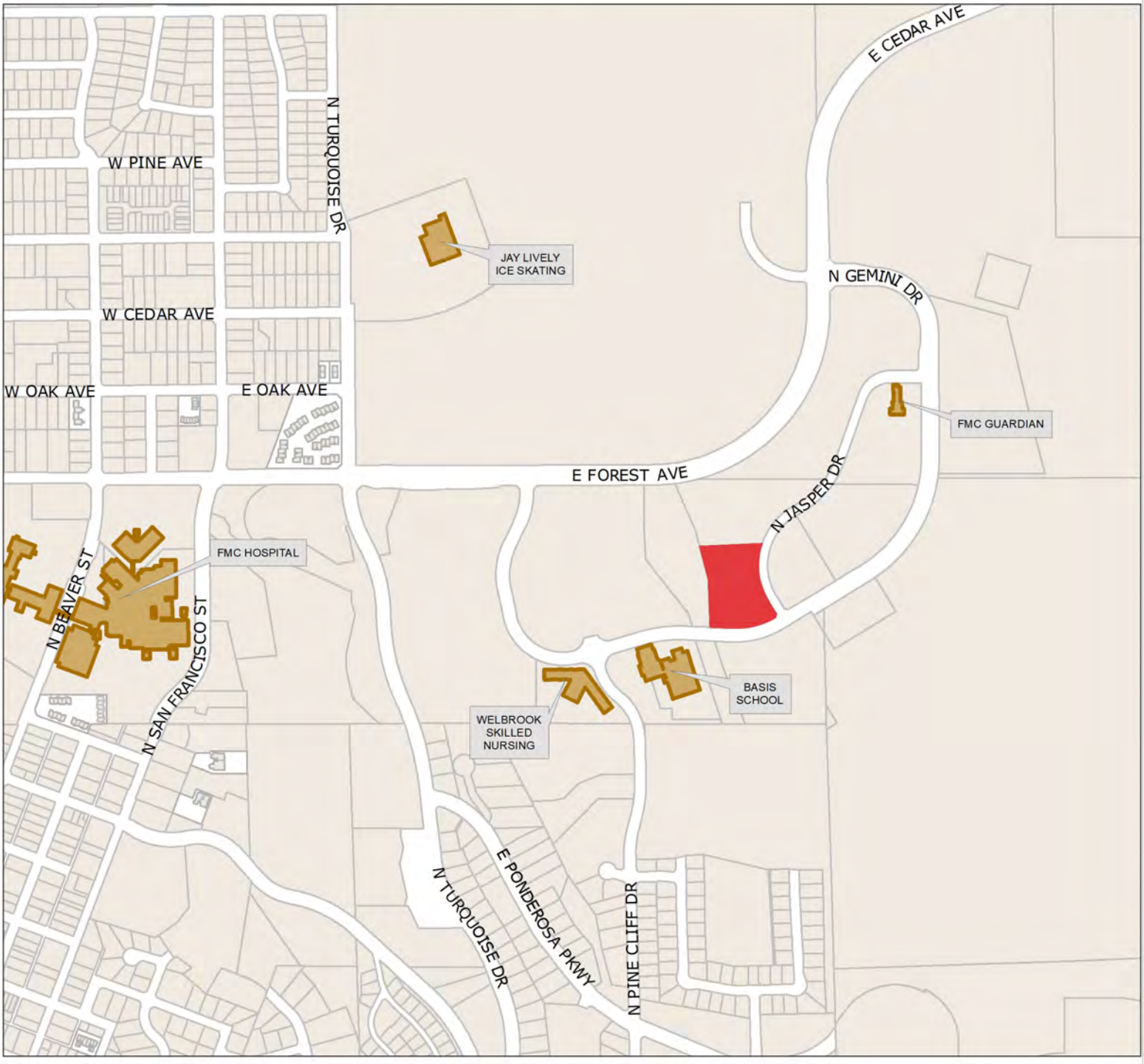
Vicinity Map
Application for Zoning Map Amendment
Legal Notice
Planning and Zoning Commission Staff Report
Zoning Map Amendment Project Narrative
Site Plan Conditions of Approval Letter
Site Plan Narrative
Approved Site Plan - Civil Drawing Set
Approved Site Plan - Landscape Drawing Set

Approved Site Plan - Architectural Drawing Set
PowerPoint Presentation
Ordinance 2019-07
Exhibit A - Specific Plan Area E1 and E2 Amended Development Options
Exhibit B

AGENDA ITEM



HIGHGATE SENIOR LIVING



City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

PREZ/PGM

Date Received	Application for Zoning Map Amendment and/or Minor Regional Plan Amendment	File Number

Property Owner(s)	Title	Phone	Email
MMV Devco LLC		480-747-9408	VMorris@cavanrealestate.Net
Mailing Address		**City, State, Zip**	
15300 N 90th St Ste 200		Scottsdale, AZ, 85260	
Applicant(s)	**Title**	**Phone**	**Email**
MMV Devco LLC			
Mailing Address		**City, State, Zip**	
Project Representative)	**Title**	**Phone**	**Email**
Vickey Morris	PM	480-747-9408	VMorris@cavanrealestate.Net
Mailing Address		**City, State, Zip**	
15300 N 90th St Ste 200		Scottsdale AZ 85260	

Requested Review ☒ Zoning Map Amendment ☐ Minor Regional Plan Amendment ☐ Continued

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
1831 N Jasper Dr	101-46-012	McMillan Mesa Village
Existing Zoning District	**Proposed Zoning District:**	**Existing Regional Plan Land Use Category**
RD	CCD	
Existing Use	**Proposed Use**	
Vacant land	congregate care facility	

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)	Proposed Regional Plan Land Use Category

Property Owner Signature(required)	Date:	Applicant Signature	Date:
MMV Devco Vickey Morris	9/19/19	MMV Devco Vickey Morris	9/19/19

For City Use

Date Filed:	File Number(s):		Type of Zoning Map Amendment:
P & Z Hearing Date:	Publication and Posting Date:		☐ Small scale
Council Hearing Date:	Publication and Posting Date:		☐ Medium scale
Fee Receipt Number:	Amount:	Date:	☐ Large scale
			☐ Multi-phase scale

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Flagstaff Planning and Zoning Commission will hold public hearings on Wednesday, March 13, 2019 at 4:00 pm at The City of Flagstaff AquaPlex and on Wednesday, March 27, 2019 at 4:00 pm in City Council Chambers at City Hall. The first City Council public hearing is scheduled for Tuesday, April 16, 2019 at 6:00 pm in Council Chambers in City Hall to consider the following:

A. Explanation of Matters to be Considered:

1. A proposed amendment to the McMillan Mesa Village Specific Plan to change the zoning districts and development options for 3.34 acres on the site described in Part B below.
2. A proposed amendment to the official City of Flagstaff zoning map to rezone the 3.34 acre property from its current Research and Development (RD) zone to Community Commercial (CC) zone for the area described in Part B below.

The proposed Specific Plan Amendment and Zoning Map Amendment will allow for the development of an eighty (80) unit congregate care facility including sixty (60) units for senior living and twenty (20) units for memory care patients.

B. General Description of the Affected Area:

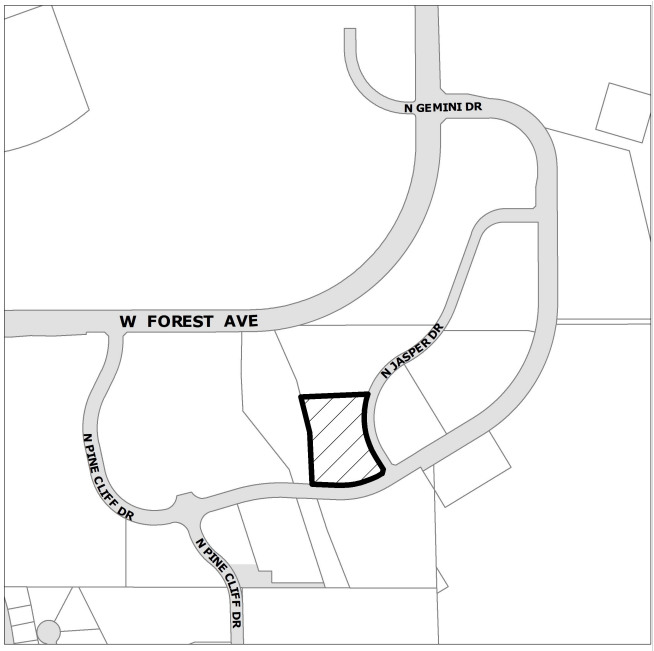
Approximately 3.34 acres located on McMillan Mesa, Coconino County Assessor's Parcel Number 101-46-0012A, located in the NE 1/4 Section 15 T21N, R7E, of the G&SRM, City of Flagstaff, Coconino County, Arizona, as shown on the adjacent map.

Interested parties may file comments in writing regarding the proposed Specific Plan Amendment and Zoning Map Amendment or may appear and be heard at the hearing date set forth above. Maps and information regarding the proposed Zoning Map Amendment and Specific Plan Amendment, are available at the City of Flagstaff, Planning and Development Services Division, 211 West Aspen Avenue.

The first Planning and Zoning Commission public hearing will be held at 4:00 pm in the Community Meeting Room at the City of Flagstaff Aquaplex, 1702 N 4th Street, Flagstaff, AZ. The second Planning and Zoning Commission hearing will be held at 4:00 pm in Council Chambers at City Hall, 211 West Aspen Avenue, Flagstaff, AZ. The first City Council hearing will be held at 6:00 pm in Council Chambers at City Hall, 211 West Aspen Avenue, Flagstaff, AZ.

PROPOSED SPECIFIC PLAN AMENDMENT
Amend the zoning district and development options for 3.34 acres in the McMillan Mesa Village Specific Plan

PROPOSED ZONING MAP AMENDMENT
Subject parcel to be rezoned from Research and Development (RD) Zone to Community Commercial (CC) Zone



ADDRESS: 1831 N Jasper Dr
ACRES: 3.34 Acres

For further information, please contact:

Patrick St. Clair
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Planning & Development Services Div.
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928-213-2612
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Publish: February 23, 2019

PLANNING AND DEVELOPMENT SERVICES REPORT
DIRECT TO ORDINANCE ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-18-00061-03

DATE: March 6, 2018
MEETING DATE: March 13, 2018
REPORT BY: Patrick St. Clair, PDM

REQUEST:

A Direct to Ordinance Zoning Map Amendment is requested by Buron, Inc., of approximately 3.34 acres, located at 1831 North Jasper Drive, from the Research and Development (RD) zone to the Community Commercial (CC) zone; and an Amendment to the McMillan Mesa Specific Plan to modify the development options and standards for a portion of Development Area "E" to allow a Congregate Care facility land use within an area designated for Business Park uses.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Direct to Ordinance Zoning Map Amendment and the Amendment to the McMillan Mesa Specific Plan request to the City Council with a recommendation for approval subject to conditions of approval.

PRESENT LAND USE:

The subject property is comprised of a single parcel of vacant land currently owned by MMV DEVCO, LLC.

PROPOSED LAND USE:

A new development consisting of an 88,812 square foot three (3)-story congregate care facility. Included in the facility area are 16,821 square feet of amenity area, 1,900 square feet of business/office space, 58, 142 square feet of assisted living space, and 11,949 square feet of memory care area. The Assisted living, memory care, amenity, and business areas are all contained within a single building proposed on the site.

NEIGHBORHOOD DEVELOPMENT:

North: Vacant parcel, part of the McMillan Mesa Specific Plan; Research and Development (RD) Zone
East: (across Jasper Drive) Vacant parcel, part of the McMillan Mesa Specific Plan; Research and Development (RD) Zone
South: (across Gemini Road) Vacant parcel, part of the McMillan Mesa Specific Plan; Medium Density Residential (MR) Zone
West: Vacant parcel, part of the McMillan Mesa Specific Plan; Research and Development (RD) Zone

REQUIRED FINDINGS:

Staff Review
An application for a Direct to Ordinance Specific Plan Amendment or Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code (page 40.20-1); and, whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Findings for Reviewing Proposed Zoning Map Amendments
Direct to Ordinance Zoning Map Amendments shall be evaluated based on the following findings: the proposed amendment is consistent with and conforms to the goals and policies of the General Plan and any applicable specific plans; the proposed

amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"), and will add to the public good as described in the General Plan; and, the affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

Findings for Reviewing Proposed Specific Plan Amendments
No Specific Plan may be adopted or amended unless the proposed plan or amendment is in substantial conformance with the Regional Plan.

STAFF REVIEW:

Introduction/Background
Located on the Northwest corner of the intersection of Gemini Road and Jasper Drive (APN 101-46-012A), the subject parcel is vacant and situated within the McMillan Mesa Village Specific Plan boundaries. The development of McMillan Mesa included utility, infrastructure and road construction improvements as detailed in the Specific Plan and Development Agreement. The improvements required have been completed and the parcel in question is available for development.

The McMillan Mesa Village Specific Plan was adopted by Ordinance 1779 on December 15, 1992. The McMillan Mesa Village Specific Plan establishes the type, location, intensity, and character of development, and the required infrastructure for the area. The plan shapes development to respond to the physical constraints of the site, coordinates the mix of land use intensities, and provides adequate circulation, open space, recreation and other public uses and facilities. The plan is organized into development areas A through J, which generally corresponds to zoning districts and land use categories. Section V of the plan (Exhibit F of P&Z packet), which covers development performance standards, establishes the intensity and character of the project development by prescribing development performance standards that are tailored to the unique qualities of the site. All development within McMillan Mesa Village must comply with the Development Performance Standards and Design Guidelines of the applicable provisions of the Zoning Code with the more restrictive code governing.

The site has an approximate elevation of 7,075 feet and the topography is generally flat with a gentle slope to the southwest towards the traffic circle at the intersection of Gemini Road and North Pine Cliff Drive. On February 26, 2019, the Inter-Department Staff (IDS) approved a site plan (PZ-18-00061-02), a copy of which is attached to this report, for the proposed development subject to successfully obtaining a Direct to Ordinance Zoning Map Amendment (rezoning). Should the rezoning be denied, the Site Plan as submitted will no longer be approved.

Proposed Rezoning and Development Plan
The applicant, Buron Inc, is requesting a Specific Plan Amendment and Zoning Map Amendment approval to permit a development consisting of an 88,812 square foot, three (3)-story Congregate Care Facility providing sixty (60) assisted care dwelling units and a memory care unit for twenty (20) residents and amenity spaces supporting residents and staff of the facility. Following rezoning approval, the existing 3.34-acre parcel will be zoned Community Commercial (CC).

At the time this application was submitted Development Area E was a 7.994-acre parcel. It has since been split and the subject parcel is now 3.337-acres in area. The remaining 4.657 acres exist as a separate parcel not part of this application and will retain the existing Research and Development (RD) zoning and existing Specific Plan development area requirements. Included within the application packet is a copy of the approved lot split recorded with Coconino County, Parcel 1, APN 101-46-102A (Exhibit A).

The proposed three (3) story building is compliant with the forty-foot (40'-0") height restrictions of the Specific Plan for

development area E. Accessed by a driveway on N Gemini Road and another on Jasper Drive, the proposed 88,812 square foot building on the 3.34-acre (145, 328 square foot) parcel renders a Floor Area Ratio of 0.61 (0.61 FAR). The Community Commercial zone allows a FAR of 2.5. Yet, the McMillan Mesa Specific Plan Development Area standards for this site allow uses other than Business Park a FAR of 0.30 (0.30 FAR). The Specific Plan amendment seeks to approve the calculated FAR of 0.61 for this specific project proposal, on this specific lot, subject to the amendment approval (See attached Planning Exhibit: "Development Area E1" and "Development Area E2"). The completed and approved Site Plan review ensures that all architectural standards, pedestrian connectivity, civic space, landscaping requirements, and other components are in compliance with the Flagstaff Zoning Code and meet multiple goals and policies of the Flagstaff Regional Plan 2030. All on-site (private) infrastructure will be completed under Grading and Drainage and Building Permit applications.

The assisted living dwelling units include sleeping, living, eating, permanent cooking and sanitation areas. Most of these units are studio or (1) bedroom units. The unit mix, and associated bed counts are clarified in the following table:

ASSISTED LIVING UNIT DESCRIPTION	- NO. UNITS	- NO. BEDS
Studio	14	14
1 Bedroom	40	40
2 Bedroom	6	12
Total	60 UNITS	66 ROOMS

Memory care residents of the facility are provided a sleeping area and bathroom which each share common dining and activity centers as well as a library/media center and secured partially covered exterior patio. Private and common dining areas, a lounge, bistro, activity center, barber, spa, salon and fitness center amenities are included for assisted living residents.

The Community Commercial (CC) zone permits a maximum building height of sixty feet (60'-0") while the more restrictive McMillan Mesa Village Specific Plan limits building height for this parcel to forty feet (40'-0") maximum. The highest ridgeline of the proposal is shown at thirty-five feet (35'-0") on the architectural elevations and building sections (Sheets A5-A8). A defined an outdoor courtyard serving private recreation, relaxation and common areas needs for residents is sheltered within the building footprint. Open space and civic space are addressed later in this report.

The applicant has elected to pursue an amendment to the Zoning Map by "Direct Ordinance with a Site Plan" per Section 10-20.50.040.D (pg. 20.50-5). The "Direct Ordinance with a Site Plan" process provides an applicant with a shorter Zoning Map Amendment process with fewer steps. In process requires the applicant to submit fully developed site plans with all supporting information required for Site Plan Review concurrently with the Zoning Map Amendment application. Once the Zoning Map Amendment is approved by Council, the applicant can proceed directly to construction plans and building permit review. In compliance with the "Direct Ordinance with a Site Plan" process, the applicant has obtained Site Plan approval in conjunction with this application. This Zoning Map Amendment will be conditioned specifically to the use of Congregate Care Facility as proposed and shown on the approved site plan (PZ-18-00061-02).

General Plan/*Flagstaff Regional Plan (FRP 2030)*

The Regional Plan's (The "Plan") Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods provide the framework for the density, intensities, and mix of uses within the area types. The subject property falls within a Future Employment designation.

A congregate care facility is an apt use within an Employment Center. Such facilities operate on a low resident to staff ratio. (reference applicant narrative page 8) and the medical nature of the facility requires highly skilled employees and intensity of use greater than typical with other residential functions. Increases in intensity and density align with Employment area

stipulations while taking advantage of established open and Resource Protection areas on the mesa to respect natural and quiet separations between suburban residential and more intense commercial developments within the Specific Plan boundaries.

The variety of single and multi-family residential land uses near the project present potential housing for staff and resident's family within proximity to their employment and loved ones. Employees and visitors can utilize the existing transit routes and FUTS connections within vicinity of the site to recreate or to travel to and from work.

Applicable General Plan Goals and Policies

Staff has identified Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. These goals and policies are indicated in the applicant's project narrative and included in this report. Following is a discussion of how the project meets or conflicts with goals and policies identified.

Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)

There were no significant natural resources from the Regional Plan Map 7 identified on this site. The site is a vacant parcel and supports few native trees and plants. A significant resource, located on the western parcel adjacent the site, is the steep and tree covered slope that descends westward into development areas "C and D". Already preserved, these resources west of the subject parcel serve as a natural buffer between existing lower density, and more suburban residential uses and the proposed Congregate Care Facility. The Highgate project will increase the density and intensity of uses; an expectation of an Employment Center. Yet, energy efficiency features of the new development, an intention to meet all outdoor lighting standards for Lighting Zone 2 (Dark Sky compliance), access to recycling and public transit will decrease the per capita climate change impacts of the residents.

Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management, and Water Quality)

Located within the Urban Growth Boundary as indicated on Map 21 of the Regional Plan, a Water and Sewer Impact Analysis and Drainage Analysis was completed for the project at the time of the McMillan Mesa Village Specific Plan adoption. The conclusions and requirements of these analyses are addressed in the Public Systems Impact Analysis section of this report. These analyses adequately address the goals and policies of this chapter. The project is implementing the City's Low Impact Development (LID) requirements for stormwater and will not be using reclaimed water or capturing on site water for human uses.

Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)

Map 22 of the Regional Plan classifies this site as Future Employment and Existing Suburban. Single family and medium density residential developments exist west and south of the target parcel indicating a pattern of transitions across the mesa from suburban to more densely developed Employment areas. A wide variety of community goals are achieved by designing walkable-scale communities, yet development must be sensitive to the natural environment and man-made community character. The applicant proposes a pedestrian and bicycle-oriented Site Plan taking advantage of existing surrounding medical related developments and has coordinated the project function with desired Employment area ambitions. Civic space, walking and biking connectivity and access to public transit activate on and off-site associations between the proposed development and adjacent developments creating diversity within a cohesive community structure. Faithful to the restricted height limitations within the Specific Plan Development area, the project respects existing view sheds of the San Francisco Peaks to the north and Mt Elden to the east.

Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)

The proposed Congregate Care Facility will provide better paying and more highly skilled employment opportunities to the project environs. By taking advantage of the specific site's potential connectivity and independence in transit and sustainable

options traditionally missing in suburban areas, the facility is designed to incorporate walking, biking and public transit in a manner that creates a complete and connected place. While Introducing density, intensity, use, and access to alternative transit and FUTS trails the proposed civic spaces and pedestrian environments display the connectivity characteristics identified for suburban and employment areas.

Transportation (Mobility and Access, Safe and Efficient Multimodal Transportation, Environmental Considerations, Quality Design, Pedestrian Infrastructure, Bicycle Infrastructure, Transit, Automobile, Passenger Rail and Rail Freight, Air Travel, and Public Support for Transportation)
The Highgate project would increase the density and intensity of specific residential options near a suburban part of the City. Most of the traffic impact imposed by this project will come from staff traveling to and from work. It is anticipated residents will not drive at a frequency beyond that already forecast. In addition, the increased FUTS and street connectivity and access to public transit provide strong support for alternative modes of travel to viably compete as mode choices for residents at this site. Access to Forest Road to the north of the site allows for easy distribution to either side of town and to additional medical and healthcare facilities adjacent the McMillan Mesa area.

Neighborhoods, Housing, and Urban Conservation
Congregate care provides an additional housing type that allows residents to age within their own community. It is a resource for individuals who need differing levels of assistance. Congregate care is both a residential and commercial use. It serves a residential function but is treated, reviewed and approved as a commercial development. This type of use helps buffer existing residential uses from adjacent more intensive commercial or research and development uses.

Economic Development (Responsive Government, Education and Workforce Training, Business Retention, Expansion and Entrepreneurship, Business Attraction, Tourism, Community Character and Redevelopment and Infill)
Highgate is a prime example of new development conceived to cohesively bridge suburban area uses and higher intensity, more commercially oriented Employment zone uses. The building is broken and stepped along its horizontal and vertical expanses to reflect a collection of smaller spaces, creating a less imposing street appearance that is compatible with the mixed suburban residential and employment center facets of the mesa community as a whole.

Recreation
Development projects are encouraged to integrate active and passive recreation sites into their design. The Highgate project provides access to areas for both types of recreation. Private and public open space areas have been incorporated into the project boundaries and connections to open space and the nearby FUTS and parks were considered in the design of the site. Ample civic space is provided which enhances the public use of pedestrian and biking components of this development.

Policy Analysis
This list below identifies several key points and community benefits supporting or not supporting the proposed amendment:

In support of the Amendment:

- The property is considered new development, is within the Urban Growth Boundary, and can be efficiently and effectively provided with facilities and services by the City;
- Adding assisted living and memory care to an Employment Center provides increased employment opportunities, job skills, and training in line with the goals of an Employment center.
- The project correlates patterns of development and design found in adjacent suburban and employment areas.
- Convenient connections to natural resources, FUTS trails and public transit are incorporated into the project design
- The project development respects the existing view sheds, protected resources, existing community character and seeks to provide specialized housing and employment options within the Urban Growth Boundary.
- The facility can provide residents a place to age within their own community, valuable to neighborhood character.
- A variety of commercial uses near a suburban community provides for less resource consumption in the form of less miles traveled and enhanced connection to natural areas for recreation.

Not in support of the Amendment

- The project provides for specialized employment opportunities, but they are limited based on the number of occupants.
- The project continues the development of medical facilities within the environs but does support diverse, new industry or business within Flagstaff.

Zoning – City of Flagstaff Zoning Code

If this Direct to Ordinance Zoning Map Amendment request is approved, approximately 3.337 acres will be rezoned to the Community Commercial (CC) zone. Site development will be conditioned solely to the approved site plan. Any substantial changes to the approved site plan would require a new rezoning request and further review and approvals by the Planning & Zoning Commission and City Council. The Site Plan provided includes the overall site layout; open and civic space areas and calculations; parking area layout and calculations; landscaping plans and calculations; architectural renderings and floor plans; colors and material specifications of the proposed development.

Building Form and Resource Protection

Table 1 below compares development standards and resource protection requirements for the Research and Development (RD) zone and the Community Commercial (CC) zone. The proposed development will be required to meet the development standards of the High Density Residential (HR) zone. Density requirements in the Community Commercial zone (CC) shall follow the requirements for density in the High Density Residential (HR) zone. Minimum density in the HR zone is 10 units per acre and the maximum density allowed is 22 units per acre (within the Resource Protection Overlay). The proposed residential gross density for this project is approximately 18 units per acre based on the overall parcel size of 3.34 acres.

The parcel subject to this request is located within the Resource Protection Overlay (RPO) zone. A Resource Protection Plan was approved in conjunction with the McMillan Mesa Village Subdivision. Most of the resources for this development are preserved on parcels that will remain as open space as well as the steep slopes on Development Area B. The Flagstaff Zoning Code requires all commercial uses within the RPO zone to protect a minimum of 30% of the tree resources and all industrial uses (Research and Development is considered an industrial zoning category) to protect a minimum of 20% of the tree resources. The approved Resource Protection Plan utilized a 50% preservation rate for all development areas within the subdivision because that was the standard required under the Land Development Code so no revisions to the existing approved plan are required.

Table 1 – Comparison of Development Standards and Resource Protection

Standard	Existing RD	Proposed Zone (CC/HR)
Acres	3.337 acres	3.337 acres
Maximum Building Height (feet)	60’/35’*	60’/40’*
Maximum Coverage/FAR	25%/0.50 FAR	50%/2.5%
Minimum Open Space	0%	15%
Minimum (du/ac)	0	10
Maximum (du/ac)	0.50 FAR	22
Front	25’	10’
Side	0’ (interior) 15’ (exterior)	5’ (interior) 5’ (exterior)
Rear	10’	15’
Forest Resources	20%	30%
Slope Protection 0-16.99% 17-24.99% 25-34.99%	 No protection 60% of slope area 80 % of slope area	 No protection 60% of slope area 80% of slope area

*Per the Specific Performance Standards of the McMillan Mesa Specific Plan for Development Area E.

Open Space & Civic Space
The High Density Residential (HR) zone development standards require 15% common open space as part of the development. Landscape sheet L-2, shows 23,056 square feet (15.9%) of compliant open space identified on-site. Consistent with the City's FUTS plans, the retained existing sidewalks provide connection to an existing FUTS trail within the adjacent westerly parcel.

Section 10-30.60.090.B.1.b of the Zoning Code requires developments with more than 50 dwelling units or more than 20,000 square feet to provide a minimum of five percent (5%) of the site as civic space. The Site Plan identifies 8,443 square feet of civic space within the development. The project exceeds the five percent minimum Civic Space requirement by providing 5.8% of site area as civic space. The primary civic space within the development is the main entry zone providing covered pick-up and drop-off zones, bicycle parking and landscape areas. Additional civic spaces provided throughout the project include pedestrian oriented areas, with paved walks, seating and landscaping.

Design Review

Site Planning Standards
In accordance with Section 10-30.60.030 of the Zoning Code (Page 30.60-2), a site analysis was completed in conjunction with the concept plan for this project that considers the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. The findings of the site analysis were used for the layout of the commercial and residential development, open space and civic space areas on site. The building is placed south and east on the site, respecting the existing drainage easements along the south and east boundaries of the parcel. Proposed drives from Gemini Road and Jasper Drive provide site access across these easements. Open space is retained between the proposed building exterior and the drainage easements. Public civic spaces are provided to connect residents, staff and visitors to existing off-site views and to parking areas, walking paths, and a large private courtyard enclosed within the building footprint.

Pedestrian and Bicycle Circulation Systems
On-site pedestrian and bicycle connectivity resides within a network of walkways and paths across the site that integrate with existing paths and sidewalks extending beyond the project boundaries and connecting with public transit stops and FUTS trail access. Walkways also serve as on-site circulation between building entrances, parking areas, and private and public common areas. Bicycle circulation is accommodated on the adjacent rights-of-ways with existing bike lanes and on the existing FUTS trails. Staff has worked with the applicant during the Site Plan review to ensure that adequate facilities for pedestrians and bicycles are provided.

Compatibility and Architectural Design Standards
Compatibility does not mean "the same as", but rather it refers to how well a new development is sensitive to the character of existing development. The Zoning Code breaks down compatibility into three categories: Patterns of Development, Scale, and Continuity.

Patterns of Development includes streetscapes, site relationships, signage, and landscape features. In order to attain a context sensitive design suburban neighborhood, landscaping standards and setbacks have been applied to the proposed development with buildings situated to the street, with civic plazas visible from the streets, leading to facility entrances. The project has a suburban feel with trees are spaced irregularly across the site providing a dense overall landscaping design. Landscaped parkways are required on Gemini Road and Jasper Avenue between the street and existing sidewalks.

Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The setback of the three (3)-story building is largely determined by the existing site drainage. The proposed

building has both vertical and horizontal articulation in accordance with the Zoning Code to ensure that traditional proportions can be observed and to avoid unbroken, flat rooflines and building faces. Maximum height for these buildings is shown at thrity-five (35'-0") feet on the provided architectural elevations (sheets A-8 thru A-8). Parking is located to the north and west of the building, sited behind and to the side the building in regards to the public access.

Continuity encompasses patterns of development and scale, but also site development, building forms, texture, materials, details, and colors. The architectural massing of the building has been broken into smaller segments to diminish the overall size of the project and maintain a similar language to the surrounding development. The architectural style for the proposed project is a mountain lodge aesthetic, paying homage to the surrounding scenery as well as other architecturally noteworthy buildings. The proposed elevations incorporate large gables, heavy timber detailing and trellising, and a combination of stone and siding. The colors were selected to complement the natural browns and greens of the trees and grays of the mountains.

Landscaping
Landscaping plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment. However, as part of the Site Plan application, the applicant provided a robust landscaping plan, showing all landscape areas and tree locations. The landscape plan meets the requirements of parking lot landscaping, street buffer landscaping, building foundation and periphery landscaping standards found within Section 10-50.60 of the Zoning Code. A final landscape plan will be reviewed at the time of civil plan submittal.

Outdoor Lighting
The subject property is located within Lighting Zone II and is allowed a total of 50,000 lumens per acre due to the distance from astronomical observatories in the area. Proposed exterior lighting information is not required in conjunction with a Direct to Ordinance Zoning Map Amendment. The applicant will be required to provide plans that meet the requirements of the Outdoor Lighting Standards of the Zoning Code. A Site lighting plan will be reviewed for compliance at the time of building permit submittal.

Parking
The Site Plans provided with this application show parking areas conforming to the site planning standards within the Zoning Code. The parking areas are not located adjacent to rights-of-ways and the Civil plans (sheet SP01) provide the breakdown of the required number of parking spaces, parking dimensions and maneuvering areas and spaces. Staff has ensured that adequate parking spaces and maneuvering areas are provided and that trash enclosures and loading areas meet City standards for screening, operation, and location during the review and approval of the Site Plan submittal. The paved surface parking area will accommodate sixty-five (65) parking spaces for residents and staff. Included are (3) ADA accessible parking stalls, two (2) motorcycle parking spaces and four (4) exterior bike racks. Staff notes that for eighty (80) dwelling units, a minimum of seventy-one (71) parking spaces are required. However, allowable reductions in parking for vicinity to transit stops, and reductions for both motorcycle and bicycle parking allow the applicant to reduce the parking provided to a conforming sixty-five (65) on-site parking spaces. The applicant's narrative clarifies that memory care residents will not be allowed to drive so no on-site parking provisions for residents of those units is provided.

PUBLIC SYSTEMS IMPACT ANALYSIS:

Traffic
McMillan Mesa Village is bounded on the north by Forest Avenue. Vehicular access is provided along N Gemini Drive, a looped roadway through the subdivision connecting with Forest Avenue via a controlled right-in/right-out entrance on the western edge of the subdivision and a four-way signalized intersection on the eastern edge of the subdivision. N Gemini Drive connects with N Pine Cliff Drive, which provides a southerly access to Ponderosa Parkway. N Gemini Drive and N Pine Cliff Drive as well as the signalized intersection on N Forest Ave were constructed in conjunction with the development of the McMillan Mesa Village subdivision.

A Traffic Impact Analysis (TIA) for the McMillan Mesa Village Specific Plan was completed by Pike Engineering on May 20, 1992. At the time this analysis was prepared, the infrastructure for the subdivision was contemplated; however, it was not completed.

In 2008, the applicant completed the infrastructure according to the Specific Plan and TIA as part of the McMillan Mesa Village subdivision. The road sections constructed within the subdivision changed from those identified in the specific plan to current public roadway standards. The lane widths were reduced resulting in less pavement, five-foot parkways, 4 ½ or five-foot wide bike lanes, and a fifteen-foot wide median on N Gemini Drive. N Pine Cliff drive south of the roundabout does not include medians but does include parking along the portion south of Pinion Court to accommodate for the residentially platted lots. The developer of the subdivision was allowed to relocate the final location of the FUTS from the original specific plan in order to avoid steep slope conditions. According to the ordinance that adopted the McMillan Mesa Village Specific Plan and granted the existing zoning entitlements, the developer was required to construct a traffic signal at the intersection of Gemini and Forest Avenue.

The site plan includes an existing five-foot wide sidewalk along Gemini Road and Jasper Avenue and new five-foot wide parkway along both frontages to accommodate pedestrian and trips, while existing bike lanes and two near-by transit stops will accommodate other alternative travel mode demands. The FUTS trail is accessible on the adjoining west parcel and existing sidewalk connection near the southwest corner of the property additional pedestrian and bike connectivity to the greater area.

Water

A previous Water and Sewer Impact Study was completed for the McMillan Mesa Village subdivision in July 2006. After a review of the City water and sewer master model and previous impact study, the City of Flagstaff Utilities Department is of the opinion that the proposed Specific Plan and Concept Zoning Map Amendments will have no significant impact to existing off-site water and sewer infrastructure because of these amendments. The land use and intensity proposed can be served by existing infrastructure. There is adequate existing capacity as long as water and sewer demands do not increase from the Specific Plan Amendment. The original analysis used a housing density of 606 dwelling units and 74.6 acres of commercial development. The McMillan Mesa Village subdivision lies within two water pressure zoned served by the City of Flagstaff. Most of the project is served by the Zone A system and only a small part is served by the Zone B system. The City required the developer to install a looped connection to both pressure zones. Existing Zone A water infrastructure includes a twelve-inch (12") diameter waterline tying into the 12" main located at the United States Geological Survey (USGS) facility. The waterline then loops through the internal project, following the N Gemini Drive alignment, and ultimately connecting back to the Zone A system at the intersection of N Turquoise Drive and E Cedar Avenue. The Zone B water infrastructure includes a connection to the internal Zone B water lines in N Pine Cliff Drive and N Manzanita Way.

As referenced in the revised Development Agreement, the City is not requiring that the applicant construct a water storage tank sized to meet the development's average daily usage plus two-hour fire flow. The City has indicated it does not require the construction of any further storage tank capacity as it applies to the McMillan Mesa Village Specific Plan development.

Wastewater

The existing 15" diameter Switzer Canyon trunk line is the connection point for all sewage flows generated by the McMillan Mesa Village subdivision. The Switzer Canyon sewer collector system gravity flows to the south until it ultimately connected to a 33" RCP interceptor line in Foxglenn Park. The applicant was required to make off-site modification to the existing sewer system for the subdivision including the replacement of the 33" sewer line, which connects manholes 23-063 and 23-058, with a 42" pipe. This reach was approximately 2237' feet in length and runs from Foxglenn Park to the intersection of E Butler Avenue.

Stormwater Analysis

Prior to the adoption of the McMillan Mesa Village Specific Plan, a Drainage Analysis for McMillan Mesa Village was prepared by Pike Engineering on May 21, 1991, with multiple revisions up to October 9, 1992. In 2006, the applicant began the design and City submittals for construction of the subdivision infrastructure. As a component of the design and construction of the infrastructure, the applicant hired Shephard Wesnitzer, Inc. to provide a detailed hydrology study, also referred to as the Final Drainage report for McMillan Mesa Village. The initial study, provided to the City on August 23, 2007, was revised on February 7, 2008 with the last revision published on March 12, 2014. This property is served by the regional detention facility, approved through these hydrology studies, located at the intersection of Forest Avenue and Pine Cliff Drive.

Parks and Recreation

The closest City-owned parks to the site are Buffalo Park, a regional recreational facility, and Ponderosa Park a neighborhood facility. The subject properties are adequately serviced by recreational facilities, however, each residentially developed site will need to provide 5% civic space in addition to 15% open space. Staff is confident that the park and recreational needs of the residents of the proposed development will be met through these amenities provided on and off-site.

OTHER REQUIREMENTS:

Natural and Cultural Resources

The subject property is located within the Resource Protection Overlay (RPO) zone as defined by Section 10-50.90.020.A of the Zoning Code (Page 50.90-2). Please refer to the "Building Form and Resource Protection" section of this report for further details of the McMillan Mesa Specific Plan Resource Protection Plan. No defined floodplains exist on the subject property.

Regarding cultural resources, the Historic Preservation Officer reviewed this application and did not require a cultural resource study as the site has already been disturbed through the construction of the subdivision infrastructure.

DEVELOPMENT AGREEMENT

A development agreement amendment, separate from this report, has been prepared as part of the review of this project. The primary purpose of this amendment is to clarify roles and responsibilities regarding to the following:

- Water storage structures anticipated at time of Specific Plan adoption, but now not required by COF water services division.

CITIZEN PARTICIPATION

The applicant held one neighborhood meeting regarding this proposal. The meeting was held November 14, 2018 after the official submittal of these applications at Flagstaff NACET, 2225 N Geminin Road, and was attended by four (4) interested citizens. Concerns were presented regards to increased traffic, project height and contextual design, site resources, proposed re-zoning, and site parking disbursement. A second neighborhood meeting was waived based on the positive reception for the project from the first meeting and based on the low attendance generated at the first neighborhood meeting. As of the writing of this report staff has received no emails regarding this case.

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within one-thousand (1000'-0") feet of the site excluding rights-of-way. This mailing radius exceeds the required three hundred (300'-0") radius indicated in the Zoning code.

DISCUSSION:

The proposed Specific Plan Amendment and Concept Zoning Map Amendment in conjunction with the minor Regional Plan Amendment, are consistent with the goals and policies of the Flagstaff Regional Plan 2030 and the intent of the Zoning Code. The applicant has chosen to pursue an alternative development path for the McMillan Mesa Specific Plan that is more compatible with the surrounding development on McMillan Mesa. These requests increase the overall density and intensity of development that was originally planned for McMillan Mesa and are consistent with the Regional Plan designation of Future Employment.

Research and Development uses are considered very significant due to their potential to generate high wage employment opportunities, an important concern for Flagstaff. The proposed zoning change from RD to CC allows for the inclusion of a residential land use that also provides a potential to generate high wage employment opportunities and to provide a land use complementary to surrounding residential and medical operations both on and adjacent to McMillan Mesa. Staff does

not believe this request to rezone 3.337 acres from RD to CC will substantially affect the supply of lands currently zoned for employment type uses and does in fact display an inherent support of the intentions of a Future Employment area. The proposed congregate care facility will supply potentially high-wage health care employment opportunities described in the Regional Plan 2030 for future employment areas, and provide those opportunities in close approximation to city transit routes, public circulation routes and near-by existing medical and rehabilitation facilities.

RECOMMENDATION:

Staff believes that the proposed zoning map and specific plan amendments are in substantial conformance with the Flagstaff Regional Plan 2030 and the findings required for a Zoning Map Amendment. Staff recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation approving PZ-18-00061-03, subject to the following four conditions which will be included into the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated February 26, 2019. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. The McMillan Mesa Specific Plan will be amended to allow the Community Commercial zone specifically for congregate care facility and revised development standards for Floor Area Ratio from .30 to .61 for the 3.337-acre portion of Development Area E as described in the applicant's narrative (Exhibit A and Planning Exhibit for Development Areas E1 and E2).
3. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
4. All other terms, conditions, and restrictions detailed within the "McMillan Mesa Specific Plan Development Agreement" must be fully satisfied.

Attachments:

- Application for Zoning Map Amendment
- Public Hearing Legal Advertisements
- Applicant's Submittal Package:
    - Property Data
    - Project Narrative
    - Application for Concept Plan and Concept Plan Comments
    - Coconino County Lot Split Request Form
    - Citizen Participation Report
    - McMillan Mesa Final Plat Tracts "E and F", McMillan Mesa Village Final Plat, Alta Survey for target parcel, McMillan Mesa Resource Protection Plan
    - Regional Plan and Site Exhibits
    - Site Analysis from McMillan Mesa Specific Plan
    - Zoning Exhibit for Development area "E" from McMillan Mesa Specific Plan
- Planning Exhibit: "Development Area E1" and "Development Area E2" (Specific Plan Development Area Options)
- Approved Site Plans, incl. Site Plan project narrative and Appendix A.

Minor Specific Plan Amendment and Zoning Map Change
NARRATIVE for
Lot 3 of McMillan Mesa Village Tracts E and F
PZ-18-00061-01

Located within the Final Plat for the McMillan Mesa Village
Generally located at the Northeast Corner of Turquoise Drive and Forest Avenue
Within the SE Quarter of Section 10 Township 21 North Range 7 East; the Southwest Quarter of Section 15 Township 21 North Range 7 East; the Northwest Quarter of Section 14 Township 21 North Range 7 East; and the Northeast Quarter of Section 15 Township 21 North Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Flagstaff, Arizona

Submitted by:

DEVELOPER ("Owner/Developer")
Buron Inc./Highgate Senior Living
14203 Wide Hollow Rd
Yakima, WA 98908
(509)965-5323
danstrinden@hotmail.com

ENGINEERING & SURVEYING ("Engineer")
Shepard Westnizer, Inc
110 W Dale Ave
Flagstaff, AZ 86001
928-773-0354
sirwin@swiaz.com

Submitted to:

CITY OF FLAGSTAFF, ("CITY")
211 West Aspen Avenue
Flagstaff, Arizona 86001

September 18, 2018
February 19, 2019

PROPERTY DATA:

Portion of Lot 3 of the Final Plat of McMillan Mesa Village Tracts E & F (Lot Split), portion zoning map amendment and minor amendment to Specific Plan, and

Lot 3 – the Northwest corner of Gemini Dr and Jasper Dr:
Coconino County Assessor Parcel Number: portion of 101-46-012
Address: 1831 N Jasper Drive
3.337 acres
Current Zoning Classification: McMillan Mesa Village Specific Plan is Business Park, most closely aligned with Research and Development (RD) as identified in the Regional Plan
Proposed Zoning Classification: Community Commercial (CC)
ACTION REQUESTED: Amendment to McMillan Mesa Village Specific Plan to include portion of Lot 3
ACTION REQUESTED: Amendment to the Zoning Map to change a portion of the property to CC, the remainder will not have a change in zoning.

The McMillan Mesa Village

Minor Specific Plan Amendment and Zoning Map Change Narrative

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Tables and Exhibits:

Table 1: Current Land Use Designations according to the Specific Plan

Exhibit A: Recorded Lot Split Map
Exhibit B: Public Involvement Plan
Exhibit C: Final Plat/ALTA Survey/Natural Resource Protection Plan
Exhibit D: Zoning Map/Topographical/Assessor Maps
Exhibit E: Vicinity Map/Context Analysis Map/Site Analysis Map
Exhibit F: New Exhibits for McMillan Mesa Specific Plan & Proposed Amendment

1. Background Information for McMillan Mesa Village:

The McMillan Mesa Village Specific Plan was adopted and approved by Ordinance No. 1779 on December 15, 1992 and recorded on January 14, 2003 (the "Specific Plan"). No development or construction was undertaken until MMV Devco, LLC, (the "Owner") recorded the Final Plat for the McMillan Mesa Village (the "McMillan Mesa") and constructed the infrastructure in 2008. The roads, sewer and water constructed as a part of the final plat also included the off-site sewer enhancement as required by the Specific Plan. The Owner entered into a Development Agreement with the City in conjunction with the subdivision approval in 2008. The Owner has completed its obligation under the Development Agreement as it pertains to the off-site sewer and the Owner has been informed there is no need for the water storage facility that was contemplated. The Owner seeks to Amend the Development Agreement as provided for in Exhibit "G" attached hereto.

In July 2007, the Owner and the City of Flagstaff (the "City") entered into a land exchange whereby the City was able to acquire pieces of land to preserve the continuity of the Flagstaff Urban Trail System (FUTS) and supplement the Buffalo Park open space. This land exchange closed and was made final on 12/21/2007.

In the time since the infrastructure was completed in 2008, the Owner has sold several parcels. These sales are described as follows:

a. Flagstaff Senior Living is an affordable housing project for senior citizens. This development is comprised of 60 residential dwellings. Parcel H was developed in accordance with the Specific Plan. Development of this parcel provided necessary infrastructure for the storm water drainage system as required by the Specific Plan and the City of Flagstaff. Flagstaff Senior Living has adopted several "green energy" methods on the property to include solar arrays for energy capture. The maximum number of dwelling units assigned to Parcel H by the Specific Plan is 72.

b. Basis School of Flagstaff purchased a portion of Parcel D for a charter school comprised of students in grades 5-12. Parcel D was subdivided into several parcels when the infrastructure was built. Basis School purchased the remainder parcel contiguous with the initial school site and developed a gymnasium and additional classrooms. The Basis School developed this property in accordance with the Specific Plan.

c. Guardian Ambulance and Flagstaff Medical Center purchased a portion of Parcel F for an ambulance and administration center. The City of Flagstaff provided Guardian Ambulance a conditional use permit for the development of this property. The remainder of Parcel F is currently undeveloped. Parcel F lies within the employment corridor overlay; therefore, the site development is consistent with the Specific Plan and Regional Plan. Development of this project also provided necessary improvements to the existing storm water drainage system as required by the City of Flagstaff.

d. All residential lots south of Pinion Court have been sold to home builders or individuals that have built single family homes. This is consistent with the Specific Plan.

e. Wellbrook Rehabilitation Hospital purchased a 3-acre piece of Parcel B upon which a rehabilitative care facility was built.

f. Ernest Healthcare purchased a 5-acre parcel known as Lot 2 of the Final Plat of McMillan Mesa Village Tracts E & F.

2. Request for Amendment to Specific Plan and Zoning Map Change

The Developer, together with the Engineer are pleased to submit for your consideration an application for a Minor Amendment to the McMillan Mesa Village Specific Plan and a Zoning Map change for a portion of Lot 3 of what is commonly referred to as the McMillan Mesa Village (the "Amendment"), and as more particularly described in this narrative.

3. Description of Proposal

The Owner proposes to change the current land use for approximately 3.337 acres located on the southern portion of Lot 3 that will allow for the development of a congregate care facility. Concurrently with this Zoning Change, Developer is submitting a site plan for approval through the direct ordinance process. Owner seeks to add to the Employment Center, as referenced in the City's Regional Plan 2030, with the inclusion of this 3.337-acre site.

Table 1: **Current** Land Use designations according to the Specific Plan

Parcel	Size	Current Designation	Proposed Designation
Lot 3 before lot split	**6.67 acres**	**RD**	
Highgate Flagstaff	3.337 acres	RD	Community Commercial
MMV (remainder)	3.34 acres	RD	No change

4. The Purpose for the Proposal and the Need to Amend

The Flagstaff Regional Plan 2030 currently shows an existing Suburban/Future employment area for the south half of Lot F3. The proposed Zoning Map Amendment would change the target parcel zoning from Research and Development (RD) to Community Commercial (CC) in a manner that complies with characteristics of a master planned business park, as described on pages IX.58-59 of the Flagstaff Regional Plan 2030. The Owner believes the parcel identified in Table 1 above as proposed Community Commercial is fully compatible with and complementary to the adjacent developed properties and allows the McMillan Mesa to develop as the mixed-use Suburban/Future Employment area as was contemplated by the Regional Plan. The Owner has completed construction of Jasper Drive on the northeast portion of the McMillan Mesa. The dedication of this road is what precipitated the subdivision of Parcels E & F. The road was built to facilitate the development of this portion of the Mesa. At the time of construction all City utilities, to include the franchise utilities were put in the right of way.

The McMillan Mesa's Specific Plan designation for this property is Business Park. The current City zoning for the parcel is Research and Development, which is the zoning category most closely aligned with Business Park; therefore, an amendment is required in order to approve the Zoning Map Amendment. The Specific Plan had a goal of integrating medical and research facilities and supporting commercial areas into a suburban area. This proposed amendment will further that goal.

6. How the Amendment will conform to the Goals of the McMillan Mesa Specific Plan and the City of Flagstaff Regional Plan 2030

Owner Goal 1 as it relates to Goals and Objectives of the Specific Plan: *Objective D (2) Create an integrated employment and residential community which preserves the integrity of significant natural features and provides recreation/open space amenities in conjunction with new infill development.* The Owner and Developer believe the development of the assisted living care facility on a portion of Lot 3 embodies this premise. The care facility is not only home to the residents, but an employment center as well. The site is surrounded by City Open Space and the natural topography provides privacy for the residents from traffic.

Owner Goal 2 as it relates to Goals and Objectives of the Specific Plan: *Objective D* (5) *Assure compatibility of new development with the existing neighborhood by using compatible land uses, density transitions, setbacks, variations in building height and by providing visual and pedestrian linkages.* The location of the proposed congregate care facility is a perfect transition from the medium density residential and City FUTS. The City property acts a natural buffer from the commercial aspect of the care facility so as not to intrude into the pastoral residential feeling of the overall site.

The application has analyzed and evaluated the proposed Zoning Map Amendment and development goals against those of the Regional Plan, even though no amendment to the Regional Plan is being sought. The following analysis will only further epitomize the fit for this development with the community's vision.

Regional Plan Analysis: Beginning with the natural environment, the Developer will use every effort to protect the City of Flagstaff's dark skies by preventing light trespass where appropriate and applicable. Due to the nature of the developer's intended use, the facility will not have a need for massive amounts of exterior unshielded lighting. The residents are either in need of medical assistance or are memory care patients and therefore do not enter and leave the premises at all hours of the day and night. Controlling the need for lighting in parking areas and sidewalks will be accomplished by shielding, timers/sensors, or light colors. The Developer has taken every measure to preserve existing trees and will use native shrubs and trees for site enhancement. The disturbed areas will be covered with native perennial wildflowers as well.

- *Policy E&C.5.1. Evaluate the impacts of the retention of dark skies regarding lighting infrastructure and regulatory changes, land use decisions or changes, and proposed transportation developments within the region.*

- *Policy E&C.5.2 Encourage and incentivize voluntary reduction of "exempt" lighting that degrades night sky visibility, and work to prevent light trespass whenever possible in both public and private areas.*

- *Policy E&C.6.8. Disturbed areas for Improvements and landscaping for new developments shall emphasize the use of native, drought-tolerant or edible species appropriate to the area.*

The site is adjacent to a City of Flagstaff Open Space parcel upon which a portion of the FUTS has been built. As stated previously, the residents do not have the ability to take advantage of the open space outside of the walls of the facility; however, every attempt has been made to provide a pleasant view of the facility from the FUTS. The location of the FUTS and the accessibility from the site will enable the employees and visitors to utilize the site for recreation and to traverse to other locations in the City. The Developer has integrated Public Open Space and a Civic Space as an extension of the FUTS that includes lush landscape and an amenity for repose and reflection. The Developer has designed interior courtyards and sheltered open space for use by the residents, staff, and visitors to insure they have access to natural light and fresh air.

- *Policy OS.1.5. Integrate open space qualities into the built environment.*

Energy efficiency is critical for the viability of natural resources that last for many more generations. The Developer has committed to using all LED lighting packages with energy saving lighting controls and highly efficient/programmable heating/cooling systems. All exterior lighting will meet or exceed the City of Flagstaff Dark Sky policies.

Policy ED.4.5. In an effort to promote the sustainability of resources, the City will encourage all new and expanded commercial and industrial development to be energy and water efficient.

The building façade has been designed with both color and materials that blend into the natural surroundings. The plants and trees chosen will complement the façade and not detract from the surrounding natural environment. The proposed buildings will also complement the existing architecture on the McMillan Mesa. Because the McMillan Mesa Village adopted a regional stormwater plan years ago, the development's low impact development strategy is straightforward and effective. The regional basins can hold the storm events as required and provide off-site storage allowing for a more efficient and effective use of space.

- *Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.*

- *Policy LU.2.1. Design new neighborhoods that embody the characteristics of Flagstaff's favorite neighborhoods – that is, with a mix of uses, a variety of housing types and densities, public spaces, and greater connectivity with multimodal transportation options.*

- *Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.*

- *Policy LU.2.4. Utilize Low Impact Development (LID) strategies and storm water best practices as part of the overall design for new development.*

The Developer is planning to employ approximately 74 full-time staff members once all the rooms are occupied. The jobs will include care partners, nursing and clinical staff, culinary staff, housekeeping staff, maintenance personnel, recreational advocates, administrative and marketing staff members. The enterprise is a 24/7 operation. The approximate staff to resident ratio per 8-hour shift will be 1 per 8 residents. The staffing pattern is divided into three working shifts: 6:30am-2:30pm, 2:30pm-10:30pm, and 10:30pm – 6:30pm. The enterprise will endeavor to incentivize staff to the extent that at a minimum 25% of the staff members will utilize alternative modes of transportation, thereby reducing traffic impacts and eliminating the need for excess on-site parking. The shift hours provide for relief during peak travel times as these shifts are in between normal school and employment hours.

The Developer has reduced the number of required parking spaces from 71 to 65, inclusive of 3 ADA spaces. The parking reductions are as follows:

Highgate community parking	
Total parking required	71
Parking reduction for bike parking	(1)
Parking reduction for motorcycle parking	(2)
Parking reduction for proximity to transit stop	(3)
Total parking provided	65

A projected breakdown of the enterprise is as follows:

Highgate community with projected total apartment and employee counts	
Flagstaff	
Assisted Living sleeping rooms	54
Memory Care sleeping rooms	32
Total Number of apartments	86
% memory care	37.2%
Number of employees	74
% of employees to sleeping rooms	86%

Due to the proximity to the Flagstaff Medical Center, many ancillary medical offices and services are seeking to build on the McMillan Mesa. There are currently two rehabilitation centers located on the McMillan Mesa, mixed in among a charter school and various residential options.

- *Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.*

- *Policy LU.6.1. Consider a variety of housing types and employment options when planning new development and redevelopment projects.*

- *Policy LU.15.1. Encourage the grouping of medical and professional offices, light industrial, research, and skill training with other necessary workforce services and transportation options.*

- *Policy LU.15.2. Consider the compatible integration of residential uses and proposed employment centers to reduce vehicle trips and commute times.*

- *Policy ED.4.2. Promote variety and flexibility in land use and development options within the urban growth boundary.*

- *Policy E.1.5. Promote and encourage the expansion and use of energy-efficient modes of transportation: a. Public transportation b. Bicycles c. Pedestrians.*

Community Character is an important component of development and the Developer has incorporated several of the Regional Plan's policies in its overall design. The streetscape of the development is designed to blend into the landscape by utilizing exterior paints and finishes that match surrounding colors and landscape plantings to soften building corners. The City is known for its preservation of view sheds and use of natural materials and colors. This site will embody those community characteristics.

The site is on a corner that sits above a portion of the FUTS and the Developer has created a connection from the FUTS to the Public Open Space that goes across the south portion of the property. This connection transverses the site through multiple Civic Spaces. The Civic Spaces invite the pedestrian to rest and relax. The views from the Civic Spaces include the City Open Space across the street and the mountain views to the north. Every attempt to enhance the walkable score for this site was used, i.e., connectivity to paths and sidewalk, trees along the road side, outdoor amenities, and human-scale. Retaining wall heights have been reduced to the minimum and are under 5 feet in height so as not to block the view of the skies, nor do the walls crowd the pedestrians. Every attempt to maintain a human-scale by using both step backs, windows, height variations and building turns will prevent the appearance of the building looming in to the skyscape or towering over pedestrians. Much of the parking has been relegated to the north end of the property away from the streetscape, as is customary in development in Flagstaff. Additional parking located on the western side of the property is shielded by landscape and natural terrain features.

Bicycle parking is being provided at the end of the public open space path that meanders from the FUTS through the site. The bicycle parking is close to the building entrance to increase security and make travelling by bicycle convenient for staff. Typically, visitors to the site would not travel via bicycle, but they could, if they chose to. The site is very well integrated with the FUTS and with public roads that have established bicycle lanes. The bicycle parking area will be used

primarily for any staff member or a visitor, however, the residents would not avail themselves of the bicycle parking.

- *Policy OS.1.4. Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.*

The residents of the facility would be considered some of the most vulnerable in society as they have medical/physical impairments that require 24-hour medical care, or they have a memory care to the extent they are unable to take care of themselves without supervision. The Developer has accounted for this issue by providing a secure interior courtyard for the residents that allows them to enjoy the fresh air and sunlight without exposing them to potential hazards. The sidewalks and trails are buffered from the street via a drainage ditch and landscaping. Access to and through the facility is compliant with the American Disabilities Act as would be expected at a medical facility.

- *Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.*
    - *Policy CC.4.3 Employ design solutions that balance the interface of the natural and build environments, with the most urbanized core activity areas being the most built, and the most rural areas being the most natural.*
    - *Policy CC.4.4. Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.*
    - *Policy CC.4.5. Encourage local landscaping using Xeriscape, low impact principles, and native vegetation wherever possible.*

- *Policy LU.15.4. Accommodate safe and convenient walking, biking, and transit facilities in existing and proposed employment centers.*

- *Policy T.6.5 Provide short- and long-term bicycle parking where bicyclists want to travel.*

As outlined above, the Owner meets the goals and policies of the Specific Plan on multiple levels and exceeds standards for several of the City's Goals.

6. Suitability of Site for proposed land use.

Table 3: Land uses in adjacent properties

East of the McMillan Mesa	Primary Use of this property is City Park or City Facilities
North of the McMillan Mesa	Primary Use of this property is for commercial, business development, and research.
West of the McMillan Mesa	Primary Use of this property is Residential or Residential Related Businesses.
South of the McMillan Mesa	Primary Use of this property is Residential or Residential Related Commercial.

7. Public Utilities and Services

As discussed above, the Owner built the infrastructure in 2007. Utilities and services will be provided as follows:

Water:	City of Flagstaff
Sewer:	City of Flagstaff
Electric:	APS
Gas:	Unisource Energy
Cable/Telephone:	CenturyLink
Police:	City of Flagstaff
Fire:	City of Flagstaff
School:	Flagstaff Public School District

The Owner built the connections to the City of Flagstaff's water and sewer services in 2008 during the first phase of development. The water and sewer service connections were built and sized according to the Water and Sewer Impact Analysis (WISA) completed by the City of Flagstaff in July of 2006 (Exhibit H attached hereto). In 2008, the Owner completed the off-site sewer enhancement as was required by the WISA. The Owner has been informed that the off-site water pressure enhancement to Zone A is no longer required.

SEWER: The Owner and Developer believe the re-zoning of Lot 3 of the McMillan Mesa will not have a detrimental effect on the City of Flagstaff sewer system. Sewer discharge from Lot 3 will be in the Jasper Road sewer line. According to the WISA, there is adequate sewage treatment plant capacity in the Wildcat Hill Wastewater Treatment Plant.

WATER: According to the WISA, this re-zoning will not have a negative impact upon the City's water resources.

8. Public Participation

While this proposed Amendment has already been discussed in an open forum with surrounding property owners and interested parties (collectively, the "Neighbors"). The Neighbors were curious about the facility and the care provided. There were no negative comments regarding the site selection or intended use. The City Staff has directed the Developer to hold 2 Planning and Zoning Committee Hearings, one offsite and one at City Hall in March. The City Council is scheduled to hear the case in mid-April.

9. Benefit to the Community

There is a need for additional assisted living apartments and cognitive impairment apartments in the greater Flagstaff area. It is a benefit on multiple levels. The first is that with an ageing population, families look for options close to their home so as not be disconnected from their loved ones, and secondly, the employment opportunities an enterprise such as this provides to a community is invaluable.

In conclusion, the Owner believes the proposed Amendment is an enhancement to the McMillan Mesa and the surrounding residents and residential service providers and asks that this Amendment be approved and recommended to City Council.

EXHIBIT A:

LEGAL DESCRIPTION:

A portion of Lot 3 as shown on the Final Plat of McMillan Mesa Village Tracts 'E' and 'F', Instrument Number 3760563, Official Records of Coconino County, lying within Sections 10, 11, 14 and 15, Township 21 North, Range 7 East, of the Gila Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said Lot 3, said point being in common with the northerly Right-of-Way line of North Gemini Drive as shown on Instrument Number 3760563, Official Records of Coconino County (herein referred to as R1) and the TRUE POINT OF BEGINNING;

Thence along the west line of said Lot 3, North 02°28'04" West, 266.44 feet (Basis of Bearing, R1);

Thence continuing along said west line, North 14°03'56" West, 189.23 feet;

Thence leaving said west line, North 87°33'19" East, 346.58 feet to a point on the westerly Right-of-Way line of North Jasper Drive as shown on R1, and the beginning of a non-tangent curve concave to the east having a radius of 376.00 feet and being subtended by a chord which bears South 06°15'21" East, 319.50 feet;

Thence along said Right-of-Way line, and southerly along said curve, 329.99 feet through a central angle of 50°17'03";

Thence continuing along said Right-of-Way line, South 31°23'52" East, 83.69 feet;

Thence leaving said Right-of-Way line, South 13°35'43" West, 21.21 feet to a point on the northerly Right-of-Way line of North Gemini Drive as shown on R1, and the beginning of a non-tangent curve concave to the north having a radius of 412.50 feet and being subtended by a chord which bears South 75°30'14" West, 242.29 feet;

Thence along said Right-of-Way line, and westerly along said curve, 245.92 feet through a central angle of 34°09'28";

Thence continuing along said Right-of-Way line, North 87°25'02" West, 127.78 feet to the TRUE POINT OF BEGINNING;

Containing 3.337 acres, more or less

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

PREZ/PGM

Date Received	Application for Zoning Map Amendment and/or Minor Regional Plan Amendment	File Number

Property Owner(s)	Title	Phone	Email
MMV Devco LLC		480-747-9408	VMorris@cavanrealestate.Net
Mailing Address			**City, State, Zip**
15300 N 90th St Ste 200			Scottsdale, AZ, 85260
Applicant(s)	**Title**	**Phone**	**Email**
MMV Devco LLC			
Mailing Address			**City, State, Zip**
Project Representative)	**Title**	**Phone**	**Email**
Vickey Morris	PM	480.747.9408	VMorris@CavanRealestate.Net
Mailing Address			**City, State, Zip**
15300 N 90th St Ste 200			Scottsdale AZ 85260

Requested Review ☒ Zoning Map Amendment ☐ Minor Regional Plan Amendment ☐ Continued

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
1831 N Jasper Dr	101-46-012	McMillan Mesa Village
Existing Zoning District	**Proposed Zoning District:**	**Existing Regional Plan Land Use Category**
RD	CCD	
Existing Use		**Proposed Use**
Vacant land		Congregate care facility

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)	Proposed Regional Plan Land Use Category

Property Owner Signature(required)	Date:	Applicant Signature	Date:
MMV Devco Vickey Morris	9/18/18	MMV Devco Vickey Morris	9/18/18

For City Use

Date Filed:	File Number(s):		Type of Zoning Map Amendment:
P & Z Hearing Date:	Publication and Posting Date:		☐ Small scale
Council Hearing Date:	Publication and Posting Date:		☐ Medium scale
Fee Receipt Number:	Amount:	Date:	☐ Large scale
			☐ Multi-phase scale

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

Application for Concept/Site Plan Review

Date Received		File Number

Site Address 1831 North Jasper Dr.	**Project Name** Highgate Senior Living		**Parcel Number** APN 101-46-012
Property Owner(s) MMV - Devco	**Title**	**Phone** (480)627-7000	**Email** vmorris@cavanrealestate.net
Mailing Address 15300 N. 90th St. STE 200			**City, State, Zip** Scottsdale, AZ 85260
Applicant(s) Buron Inc.	**Title**	**Phone** (509)834-0538	**Email** danstrinden@hotmail.com
Mailing Address 1177 West Hastings St. STE 2133			**City, State, Zip** Vancouver B.C. Canada V6E-2K3
Project Representative Dan Strinden	**Title** President	**Phone** (509) 834-0538	**Email** danstrinden@hotmail.com
Mailing Address 14203 Wide Hollow Rd.			**City, State, Zip** Yakima, WA 98908

Requested Review: ☐ Concept ☒ Site Plan ☐ Conceptual/Substantive Review of Planning Applications

Proposed Use(s) Congregate Care Facility	**Existing Use** undeveloped land		**Subdivision, Tract & Lot Number** McMillan Mesa Village, portion of Lot 3
Zoning District RD - proposed change to CCD	**Regional Plan Land Use Category**	**Flood Zone**	**Size of Site (Acres)** 3.34

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Surrounding Uses: (i.e. Res, Com, Ind)	**North:**	**South:**	**East:**	**West:**
	COM	RES	COM	RES

Use:	**Number of Units**	**# of Affordable Units**	**# of acres per use**	**Building Square Feet**
Duplex:				
Multi-Family:				
Commercial: Office				
Commercial: Retail				
Commercial: Restaurant				
Commercial: Service				
Commercial: Other				
Industrial:				
Institutional:				
Other:				

Please complete and submit: the "*Concept Plan and Site Plan Application*", the "*Application and Information Checklist*"; required number of plans and information; and fees. Concept Plan fees are $420. Site Plan fees are $2,550 for projects less than an acre; $1,062 plus $1,553 per acre for sites greater than acre. Application deadlines are every other Tuesday by 11:00 a.m. (See schedule for dates). Incomplete submittals will not be scheduled.

Property Owner Signature MMV Devco **Date:** 9/11/18 **Applicant Signature** **Date:** 9/11/2018

For City Use

File Number		**Fee Receipt #**	**Amount**		**Date**
Staff Assignments	**Planner:**	**Public Works/Utilities**	**Engineer:**	**Fire:**	**Stormwater**
Action:					

City of Flagstaff — Community Development Division

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Application for Concept/Site Plan Review

Date Received			File Number
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Mailing Address 14203 Wide Hollow Rd.			**City, State, Zip** Yakima, WA 98908

Requested Review: ☐ Concept ☒ Site Plan ☐ Conceptual/Substantive Review of Planning Applications

Proposed Use(s)	Existing Use	Subdivision, Tract & Lot Number	
Congregate Care Facility	undeveloped land	McMillan Mesa Village, portion of Lot 3	
Zoning District	**Regional Plan Land Use Category**	**Flood Zone**	**Size of Site (Acres)**
RD - proposed change to CCD			3.34

Property Information:
☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
☒ Yes ☐ No Subject property is undeveloped land?

Surrounding Uses: (i.e. Res, Com, Ind)	North:	South:	East:	West:
	COM	RES	COM	RES

Use:	Number of Units	# of Affordable Units	# of acres per use	Building Square Feet
Duplex:				
Multi-Family:				
Commercial: Office				
Commercial: Retail				
Commercial: Restaurant				
Commercial: Service				
Commercial: Other				
Industrial:				
Institutional:				
Other:				

Please complete and submit: the *"Concept Plan and Site Plan Application"*; the *"Application and Information Checklist"*; required number of plans and information; and fees. **Concept Plan fees are $420. Site Plan fees are $2,550 for projects less than an acre; $1,062 plus $1,553 per acre for sites greater than acre.** Application deadlines are every other Tuesday by 11:00 a.m. (See schedule for dates). **Incomplete submittals will not be scheduled.**

Property Owner Signature	Date:	Applicant Signature	Date: 9/11/2018

For City Use

File Number		Fee Receipt #	Amount		Date
Staff Assignments	Planner:	Public Works/Utilities	Engineer:	Fire:	Stormwater
Action:					

City of Flagstaff
Community Development
Concept Plan Review Comments

Project Name:	Highgate Senior Living	**Date:**	August 8, 2018
Project No.:	PZ-18-00061-01		
Project Address:	1831 N JASPER DR		
Application Type:	Concept Plan		
Review Type:	2nd Submittal		
Project Manager:	Tiffany Antol		
E-mail:	tantol@flagstaffaz.gov		
Phone:	(928) 213-2608		

Status of Review: **Complete**
The following conditions and comments must be addressed in the site plan application submittal. Please reference the attached Site Plan Development Application Checklist for submittal requirements and application fee.

CONDITIONS/COMMENTS:
Please provide 9 copies of the response to these comments with the Site Plan application.

Building & Safety
Patrick St. Clair
Approved with Conditions, 6/26/18
Conditions of Site Plan Submittal:

1. Proposed Building occupancy by type - indicate each area square footage and verify any special requirements indicated per occupancy type from IBC chapter 4.
2. Please note any fire separation requirements between occupancies dictated by IRC table 504.8 and 509.
3. Please indicate if the project is intended to be provided with a sprinkler system or not.
4. Please note the intended construction type per IBC tables 601 and 602.
5. The building(s) shall meet the allowable square footages per table 503 and IBC Section 506 for building area modifications. Note any modifications taken for additional allowable square footage or story increase.
6. Provide calculations showing compliance to IRC section 1107 for dwelling and sleeping unit types within the proposed project.
7. Please show the intended location for all utility connections on the site plan.
8. Provide floor plans of each floor showing door and window openings, stairs, finished floor elevations, room names, and per 508.4.4.1 indicate fire barriers or horizontal assemblies that may be required. Show the intended Finished Floor elevation per floor.

General Comments:

1. A building permit is required for this application. The services of an Arizona Registered Design Professional is required.
2. This project will be reviewed under the 2012 International Codes, 2011 NEC, the City of Flagstaff 2013 Building Code Amendments, and the 2009 IECC. Please note that the City of Flagstaff has plans to adopt the 2018 I-code suite in October of 2018 with a (3) month grace period. Please visit the COF website for more information.

3. Retaining walls for parking lots and/or other site work, along with the supporting engineering calculations, require a separate building permit.
4. A passenger loading zone will be required for this project per IRC section 1106.7.2. Please show the loading zone at site plan submittal.
5. The site plan indicates a property line that is not a part of the parcel. Is this a proposed lot split?
6. The project narrative indicates that rezoning is required for the proposed project. Approved rezoning shall be required prior to issuance of an approved building permit.
7. Commercial kitchen facilities require approval by the Coconino Health Department. Submittal to the health department and for building permit can run concurrently. However, approval from the county must be obtained prior to the issuance of a Certificate of Occupancy from the City of Flagstaff Building and Safety department.
8. The civil/grading plans will need to be submitted separately. Do not include in plans submitted for a building permit.
9. A geotechnical soils report with foundation recommendations is required when the project is commercial or more than two residential units. One copy addressing the architectural and building features applicable to the building permit scope must be submitted with the drawings for building permit review.
10. Verify with the project DEPM the minimum requirements for civil drawing review and/or site grading milestone completion prior to the issuance of an approved building permit.
11. The ground immediately adjacent to the foundation shall be sloped away from the building not less than 1 unit vertical in 20 units horizontal for a distance of 10 feet. If lot lines prohibit 10 feet of horizontal distance, a 5% slope shall be provided to an approved alternate method of diverting water away from the foundation. Swales for this purpose shall be sloped a minimum of 2% where located within 10 feet of the building foundation.
12. Building exterior wall fire resistance ratings shall conform to the requirements of IRC tables 601, 602, and section 705.5.
13. Refer to IBC table 705.8 for allowable exterior wall openings based on fire separation distance and opening protection.
14. Accessible routes shall comply with IBC section 1104.4 for multi-level facilities.
15. Gates that serve as part of the means of egress shall comply with IRC section 1008.2.
16. Stairways and ramps shall comply with sections 1009 and 1010. Associated rails shall comply with sections 1012 and 1013.
17. Please verify that all structures overhanging or impeding the drive aisles provide proper vertical and horizontal clearances required by utility, trash and fire vehicles.
18. The Building & Safety Program reserves the right to make additional comments during actual plan submittal and review of building permit applications.

Public Works
Adam Miele
Approved with Conditions, 6/26/18
Conditions of Site Plan Submittal:

1. Please provide a "Materials Management Plan" to better illustrate the proposed solid waste plans and procedures. Additionally, the largest roll out containers that will be services is 2 cubic yards. If there is a cafeteria planned, your waste will be larger than a traditional complex.
2. Please ensure there is adequate and unrestricted turning areas for the trash / recycle equipment. There appears to be some turning conflicts with the plan presented.
3. Please note, all proposed ingress and egress (including parking) at this site will be considered "private" and will NOT receive snow plowing or other operations.

City of Flagstaff
Community Development
Concept Plan Review Comments

Stormwater
Douglas Slover
Approved with Conditions, 6/21/18
Conditions of Site Plan Submittal:

1. Existing Drainage patterns show discharge along the west side as well as along the existing perimeter ditch on the south side. Justification of previously designed ditch capacity (i.e. peak flow allowed to discharge to the ditch from this site) vs peak flow routed to the ditch post development for this site will need to be addressed within PDR submitted with site plan.2. Will there be proposed site discharges to the west along the west side of the site?3. Add labels on the northeast corner of the site for the proposed culvert and existing flows.4. Drainage/Stormwater section within narrative should be revised. The requirement for Detention/LID for over 5,000 square feet of impervious is not correct. The requirement is for any commercial development or development greater than 1/4 acre in size. A waiver may be granted for sites with under 5000 square feet of new impervious.5. Label Drainage Easement on east ditch. Compare easements to those shown on ALTA.6. Provide existing onsite impervious calculation/value or state there is no existing onsite impervious area.7. As this site appears to be intending to rezone, justification of a decrease in intensity from current zoning will be needed to remove the requirements of the DIA.8. Provide preliminary drainage letter or preliminary drainage report with site plan. Include justification of conformance to maximum allowable curve number for this site based on design of the regional detention system.

Water Services
Jim Davis
Approved with Conditions, 6/18/18

1. New water and sewer services must be stubbed to the new parcel being created by the lot split.

General Comments:

1. Developer shall install a Grease Interceptor outside the building with flow controls and sampling ports on the inlet and outlet of the interceptor. Please contact James Boyer at jboyer@flagstaffaz.gov or (928) 213-2117. Per City Code SECTION 7-02-001-0016, A City approved grease interceptor is required for any restaurant or other business that performs cooking. Grease interceptor sizing is to be as provided in the International Plumbing CODE, Sec 1003.3 with the minimum size for such interceptors required for restaurants to be one hundred (100) pounds.
2. Developer shall install a Lint Interceptor outside the building with flow controls and sampling ports on the inlet and outlet of the interceptor. Please contact James Boyer at jboyer@flagstaffaz.gov or (928) 213-2117 for sizing and location information. Per City Code SECTION 7-02-001-0016, A City approved lint interceptor is required for any business with six (6) or more residential size washing machines or any amount of industrial size washing machines.
3. Developer shall install a stainless steel "RP" style backflow prevention assembly upstream of their post mix carbonator.
4. Per City Code SECTION 7-03-001-0015 Cross Connection Control, the developer shall install a City Approved Containment Back Flow Prevention Assembly with a wye-strainer upstream of the assembly and at least one union within 12 inches of the assembly on the domestic and potable irrigation service connections. Proposed installation shall be at the water meter, in a hot box with electricity for freeze protection. Location shall be reviewed and approved by the Industrial Waste Division. Please contact James Boyer at jboyer@flagstaffaz.gov or (928) 213-2117 to determine the type of Back Flow Assembly to be installed.

5. Per City Code SECTION 7-03-001-0015 Cross Connection Control, the developer shall install a City Approved Double Check Back Flow Prevention Assembly on the fire service riser connection inside the fire riser room. If the fire sprinkler system contain any chemicals (ethylene glycol), an approved Reduced Pressure Zone Back Flow Assembly with a floor drain capable of a full port discharge will be required. Location shall be reviewed and approved by the Industrial Waste Division. Please contact James Boyer at jboyer@flagstaffaz.gov or (928) 213-2117 to determine the type of Back Flow Assembly to be installed.
6. Per City Code SECTION 7-03-001-0011, water meters and service lines shall be sized per AWWA Manual M22 to meet the domestic and/ or fire sprinkler pressure and flow demands. Sizing will be submitted to the City Utilities Department by the developer or owner for City review. Caution: this information is needed early in the design process so that corrections are not made after the service lines are installed. Water meter, service tap sizes, and service line length & size shall be shown on the civil and/or construction plans. Private fire lines to not require a fire service meter and meter vault.
7. Developer should utilize existing water and sewer services and main line stub outs to minimize street cuts. If existing stub-outs are not used, the developer/contractor is required to properly abandon per the 2012 City of Flagstaff Engineering Standards.
8. Per Section 13-09-001-0008 of the City of Flagstaff Engineering Standards Developer shall maintain any existing public utility easements. No buildings or their footings, sport courts, fences, shade structures, or permanent structures of any kind shall be constructed upon, over or under a water, sewer or drainage easement. No landscaping shall be placed within the easement which would render the easement inaccessible by equipment. No obstructions such as fences, phone pedestals, trees, street signs, landscaping logs, rocks, etc. will be allowed within 3 feet of a fire hydrant and/ or water meters. Three foot distance in all directions shall be maintained based on the full maturity of plants and trees. When a water or sewer main is adjacent to a building, the main shall be offset a minimum of ten (10) feet from the building.
9. Developer shall locate water meter in a landscaped area. Meters are not allowed in sidewalks or driveways.

Housing
Jennifer Mikelson
Complete, 6/25/18
Please contact Jennifer Mikelson to discuss how Highgate will contribute to housing affordability for Flagstaff seniors. jmikelson@flagstaffaz.gov or (928) 213-2744

Current Planning
Tiffany Antol, Interim Planning Director
Complete, 8/8/18
Conditions of Site Plan Submittal:

A. ZONING/PERMITTED USE1. The subject property is currently zoned Research and Development (RD) with a Regional Plan (FRP) designation of Existing Suburban/Future Urban. This proposal is to allow a Â?congregate care facilityÂ? at this location will require both a Zoning Map Amendment and Specific Plan Anendment (McMillan Mesa Village Specific Plan) prior to approval. The applicant is proposin to rezone the property to Community Commercial (CC) which allows congregate care facilities by right. A Regional Plan Amendment is not required for this site so long as it is deemed an Â?employment useÂ?.B. PARKING AND CIRCULATION1. Consider revising the layout of the northern parking field. This area is inefficient and should provide better maneuverability through the site.C. PROCESS1. Site Plan - approval will be contingent upon the approval of a Zoning Map and Specific Plan Amendment.

Submittal Date_____ Project #_____

CITY OF FLAGSTAFF	HIGHGATE HOUSING FLAGSTAFF	**Site Plan** Development Application Checklist

Minimal Submittal Requirements:

As part of the Concept Plan Review Comments, the Planning Development Manager assigned to your project will identify those items from this Development Application Checklist that will be required for site plan submittal. An application that does not include all required items will be rejected. By signing the application, the Applicant acknowledges that all required documents/information are included within the submittal.

If you have any questions regarding the information above or items indicated on this checklist, please contact your Planning Development Manager at the contact information listed on Page 5 of this checklist.

PART I – GENERAL REQUIREMENTS

Staff Use Only Req'd	Staff Use Only Sub'd	Description of Documents Required for Complete Application. No application shall be accepted without all items marked below
☒	☐	**I.1 Site Plan Development Application Checklist** (this list)
☒	☐	**I.2 Application Fee** Base fee $ 1062.00 + (Per acre fee $ 1,553.00 x Number of acres 3.34) = *TOTAL: $ 6249.02 *Please note, this fee calculation is good for 6 months from the date listed on Page 5 of this checklist. If submittal is to occur after expiration of this calculation, please contact the Planning Development Manager listed on Page 5 of this checklist for an updated fee.
☒	☐	**I.3 Completed Application for Site Plan Review – 1 copy** The application must be signed by the Applicant and the current property owner of record. If the property owner is unavailable to sign the application, a Letter of Authorization must be submitted.
☒	☐	**I.4 Concept Plan Review Comment Response Letter – 9 copies** Written responses to concept plan comments or site plan revision comments.
☒	☐	**I.5 Project Narrative – 9 copies** The narrative should include the following • Project title and date • Describe project/development request • Legal description of the parcel • Site acreage (gross and net) • Approximate building square footage, lot coverage, and FAR (non-residential projects) • Number of dwelling units, types (e.g. single-family, duplex, condo, townhome, apartment, etc.) • Dwelling units per acre • A list of material management strategies to be employed on site (see http://flagstaff.az.gov/DocumentCenter/View/57570) • Construction logistics plan (e.g. materials, parking, deliveries, impact to public right-of-way, etc.) • Any additional information or details pertinent to the case
☒	☐	**I.6 – Electronic Submittal – 1 copy** An electronic copy of all submitted information (.pdf or .tif format)
☐	☐	**I.7 Board of Adjustment Variance or Waivers from Community Development Staff**

PART II – REQUIRED PLANS & RELATED DATA

Staff Use Only Req'd	Staff Use Only Sub'd	Description of Documents Required for Complete Application. No application shall be accepted without all items marked below. All plans shall be plotted on 24" x 36" sheets, collated, stapled and folded (all items with 9 copies should be bound together as one plan set)

☒ ☐ **II.2 Site Plan – 9 copies**

Plan must be drawn to a standard engineering scale (e.g. 1:10, 1:20, but no larger than 1:60). The site plan shall include the following information:

Project Information

- Development Name
- Site Address
- Assessor's Parcel Number (APN)
- Parcel size (acreage, net and gross)
- Zone District
- Developer's name, address, and phonenumber
- Preparer's name, address, and phonenumber
- Residential: Proposed dwelling units per acres/permitted dwelling units per acre by zone district
- Commercial Proposed Floor Area Ratio (FAR)/permitted Floor Area Ratio (FAR) by zone district
- Building(s) Information:
  - Gross floor area
  - Number of floors
  - Proposed maximum height/permitted maximum height by zonedistrict
  - Number of units and proposed commercial suite numbers and/or residential apartment numbers
  - Building square footage (if multiple structures, list uses, proposed building numbers and associated square footage)
  - Proposed number of off-street parking spaces/required number of off-street parking spaces
  - Proposed number of off-street ADA compliant parking spaces/required number of off-street ADA spaces
  - Proposed and required number of bicycle parkingspaces
- Vicinity Map
  - North arrow
  - Scale
  - Project Area indicated

Subject Site (An * indicates to graphically illustrate those elements on the subject site and 200-feet beyond the subject parcel's boundary)

- Scale, north arrow, date prepared, andlegend
- *Parcel boundaries and dimensions
- *Contour lines at two-foot intervals (existing and proposed grades)
- *Zone districts
- *Building footprints
- *Street improvements (e.g. curb, gutter, lane striping, sidewalks, fire hydrants, street lights, etc.)
- *Dedicated rights-of-way and streetnames
- *Points of access and driveways
- Clear view zones for points of access anddriveways
- Parking lots including circulation patterns and dimensions
- Bike racks/bike parking including manufacturer's specification sheets for bike racks/bike parking
- *Utilities, public and private, existing and proposed including size and type of mains and services
- *Pedestrian facilities
- Open space and parks
- Solid waste dumpster enclosures including height, building material, and dumpster access turning movements per ASHTO SU-30 (see material management strategies http://flagstaff.az.gov/DocumentCenter/View/57570)
- Easements, public and private, existing and proposed including description and dimensions
- *Walls, fences, and retaining walls including height and building material
- Minimum required setbacks indicated from subject site's boundaries (per zone district)
- Existing and proposed structure's measured setbacks from property line to closest points of building(s) for front, sides, and rear elevations
- Natural features including forest, mature trees (greater than 8" diameter at breast height (DBH)), slopes, and drainage courses
- FEMA 100-year floodplain, floodplain limits, floodway limits (if applicable) and rock outcroppings (see Section II.9 below)
- Total existing and total proposed impervious surface area calculations (greater than 5,000 square feet shall require detention and LID)
- Total Runoff Control Volume (ROCV) required (the volume of water from all new impervious surfaces from a 1" rain)
- Location of existing (if any) and proposed stormwater detention facilities
- Location of existing (if any) and proposed Low Impact Development (LID) engineered Integrated Management Practices (IMPs)
- Approximate area and volume of each IMPs (total volume of all IMPs should equal or exceed the ROCV)
- Estimated finished floor elevations for allbuildings
- Limits of the area disturbed duringconstruction
- Phase lines (if the project will be developed inphases)

☒	☐	**II.3 Building Floor Plans – 9 copies** Floor plans must be drawn to a standard architectural scale (1/4"=1' is preferred). The following information must be included/identified on the floor plans: • Interior room divisions • Proposed commercial suite numbers and/or residential apartment numbers • General function or use of each room • Interior wall height • Door and window openings • Plumbing fixtures • Dimensions for each room, including total area • Identify internal solid waste collection areas and systems for units and workspaces
☒	☐	**II.4 Building Elevations – 9 copies** Elevations must be drawn for all sides of the building to a standard architectural scale (1/4"=1' is preferred). The following information must be included on the elevation drawings: • Elevations for all sides of all structures as they will appear upon completion, including finished grade • Building materials and finishes for all exterior surfaces, including roofs • Color of all exterior surfaces, including roofs • Building height (graphic and written) • Specification sheets depicting finish and color for all exterior building materials and surfaces, including roofs • At least 2 color copies of the proposed elevations shall be submitted
☒	☐	**II.5 Landscape Plan – 9 copies** Landscape plans shall be drawn to the same engineering scale as the site plan. For simple site plans, the Planning Development Manager may waive the requirement for a separate landscape plan and allow for the inclusion of the landscape requirements on the site plan. All landscape plans must include or show the following information, in accordance with Section 10-50.60.030 of the Zoning Code: • The location, size, and species of all proposed plantings, scaled to represent the size of the landscaping at maturity • Existing trees that are being used to offset landscape requirements • Groundcover for all landscaped or disturbed area • Landscaping calculations per the Zoning Code • Irrigations systems including lines and Hydrozones (when required) • Hose bibs (when used in lieu of an automatic irrigation system) • Plant species, quantity, and size table
☒	☐	**II.6 Natural Resource Survey and Protection Plan – 1 copy** A natural resource survey and protection plan must show all natural resources on the site before and after development (refer to Section 10-50.90.080 of the Zoning Code for applicability). When not required, a written statement stating such must be included in the project narrative, on the site plan, and on the landscape plan. The following items must be included on the natural resource survey and protection plan: • Forest canopy • Moderate slopes (17 to 24.99 percent) • Steep slopes (25 to 34.99 percent) • Slopes equal to or greater than 35 percent • Floodplain (rural and urban) • Calculations demonstrating that the minimum resource protections standards are met • Other site features
☒	☐	**II.7 Exterior Lighting Plan – 1 copy** For simple site plans, the Planning Development Manager may waive the requirement for a separate exterior lighting plan and allow for the inclusion of the exterior lighting requirements on the site plan. All exterior lighting plans must include or show the following information: • The location of all existing and proposed exterior light fixtures • The type (incandescent, low pressure sodium, light emitting diode, etc.) and wattage of all existing and proposed lamps • Specification cut sheets for all fixtures • A lumen calculation sheet, which is included on the Outdoor Lighting Permit
☒	☐	**II.8 Preliminary Signage Plan – 1 copy** For simple site plans, the Planning Development Manager may waive the requirement for a separate preliminary signage plan and allow for the inclusion of the signage requirements on the site plan. All preliminary signage plans must include or show the following information: • The location of all existing and proposed signage • Drawings showing the size, copy, materials, illumination, and general design/layout of all proposed signage

☒	☐	**II.9 Grading and Drainage Plan** – 4 copies Grading and drainage plans must include all information specified by staff as well as the following: • Contour lines at two-foot intervals for both existing and proposed grades • Estimated limits of cut and fill (site only) • Identify offsite flows, drainage pathways, and discharge point locations (arrows) • FEMA 100-year floodplain elevations, floodplain limits, and floodway limits (if applicable) • Calculations for impervious surface (greater than 5,000 square feet shall require detention and LID) • Location(s) of LID Integrated Management Practices (IMPs) and their associated area and capacities with a total volume equal to or exceeding the required volume for the entire site • Existing and proposed detention facilities • Existing and proposed stormwater conveyance features (i.e. culvert, drainage ditches, swales, etc.) • Location and size of on-site low impact features

PART III – REQUIRED REPORTS, STUDIES, ANALYSIS, & RELATED DATA

Staff Use Only		
Req'd	Sub'd	**Description of Documents Required for Complete Application.** No application shall be accepted without all items marked below
☐	☐	**III.1 Cultural Resource Study** – 4 copies All cultural resource studies must include the following information: • Introductory information (identification of the development, property owners, clients, study preparers, contents, and index) • A description of the study area and context and a description of the study boundaries and how these were determined • A description of existing conditions • A description of proposed work • A summary of research results; review of literature and records (AZSITE, ASLD, Government Land Office Maps, and Sanborn Maps, land use records and so forth) • A detailed description of the site history • A complete description and evaluation of the significance and integrity of actual and potential cultural resources • An evaluation of potential impacts of proposed work on actual or potential cultural resources including any indirect or residual impacts • Specific recommendations for mitigation of major impacts on actual or potential cultural resources • When appropriate, specific recommendations for additional research and documentation
☒	☐	**III.2 Preliminary Drainage Report** – 4 copies Please contact stormwater staff for submittal requirement
☐	☐	**III.3 Drainage Impact Analysis** – 4 copies Please contact stormwater staff for submittal requirements
☐	☐	**III.4 Water and Sewer Impact Analysis** – 4 copies Please contact utilities staff for submittal requirements and fees
☐	☐	**III.5 Traffic Impact Analysis** – 4 copies Please contact traffic staff for submittal requirements and fees
☐	☐	**I.5 Title Report – No older than 30 days from the submittal date** – 4 copies include complete Schedule A and Schedule B
☐	☐	**I.6 Phase I Environmental Study (only if dedications will be made)**- 4 copies

PART IV – OTHER SUBMITTAL RQUIREMENTS

Staff Use Only		
Req'd	Sub'd	**Description of Documents Required for Complete Application.** No application shall be accepted without all items marked below
☐	☐	**IV.1 Other Requirements** Please provide the following:

PART V – PLANNING DEVELOPMENT MANAGER

No application shall be accepted without a Planning Development Manager signature below.

V.1 Planning Development Manager Contact Information

If you have any questions regarding this application checklist, please contact your Planning Development Manager (PDM). If you did not receive a completed copy of this Development Application Checklist as part of your Concept Plan Review Comments, please contact the PDM assigned to your Concept Plan application.

PDM Name (print): TIFFANY ANTOL **Phone:** 928-213-2608

PDM E-mail: tantol@flagstaffaz.gov **Date:** 8-9-18

PDM Signature: Tiffany Antol

City of Flagstaff
Community Development
Substantive Review Comments

Project Name: Highgate Senior Living **Date:** 2/7/19
Project No.: PZ-18-00061-03
Project Address: 1831 North Jasper Drive

Application Type: Zoning Map Amendment w/ Specific Plan Amendment
Review Type: Substantive 1st Submittal

Project Manager: Patrick St. Clair
E-mail: pstclair@flagstaffaz.gov
Phone: 928.213.2612

Status of Review: Corrections Required ✓ corrections accepted.
The following conditions and comments must be addressed in the Zoning Map Amendment application submittal.

CONDITIONS OF RESUBMITTAL:

Substantive Current Planning: Patrick St. Clair – ***Return for Corrections*** – 2/7/19

Conditions of Zoning Map Amendment resubmittal:

Comments applicable to Zoning Map Amendment:

1. Add to the Narrative Table of Contents "The Purpose for the Proposal" or "The Need to Amend" sections. Revise the table to reflect all sections of the narrative and correct the page numbering as necessary.
2. The Development Agreement requires amending. City Staff will address the DA amendment as a separate issue (processed concurrently or not with the Zoning Map Amendment) at no additional cost to the applicant for ease of processing the information required for the DA amendment. The applicant will need to submit an auxiliary application for the DA amendment.

Comments applicable to the McMillan Mesa Specific Plan Amendment:

3. Per Comprehensive Planning comment #3 and other changes required per Current Planning comments related to the Specific Plan, two public hearings with the Planning and Zoning Commission will be required in addition to City Council hearing. Please account for this in your expected timeline. (1) hearing must occur off-site.
4. Revised parcel exhibits are required for the Specific Plan areas. Please see attached the revised parcel exhibits and information to substitute into the resubmittal. The revised exhibits reference the COF Zoning code instead of the void LDC (Land Development Code)
5. The content of the Zoning Map Amendment document package can be culled to provide a smaller, yet thorough submittal package for public hearings. Staff will follow-up with suggestions to the applicant on contents that may not be necessary for the submittal package.

City of Flagstaff
Community Development
Substantive Review Comments

Substantive Comprehensive Planning: Sara Dechter - ***Return for Corrections*** – 1-29-19

Conditions of Zoning Map Amendment resubmittal:

Reference page 5 of the narrative:

1. Pages 4 and 5 of the narrative refer to an "employment overlay". Applicable language referencing "Employment Centers" from the Regional Plan 2030 should be used instead. See comment #2.
2. The following language should be included in the narrative to clarify the nature of the intended growth expected on the project target parcel:
    a. "The Flagstaff Regional Plan 2030 currently shows an existing Suburban/Future employment area for the south half of lot F3. The proposed Zoning Map Amendment would change the target parcel zoning from Research and Development (RD) to Community Commercial (CC) in a manner that complies with characteristics of a master planned business park, as described on pages IX.58-59 of the Flagstaff Regional Plan 2030." More detail can be provided if you wish further clarification, and/or the information can be included in the write up to the DPM's staff report.
3. The current McMillan Mesa Specific Plan designation for the subject parcel is Business Park. The current COF zoning for the parcel is Research and Development (RD). The Specific plan designation of Business Park most closely matches the COF zoning category of RD and therefore the Specific Plan will require an amendment in order to approve the Zoning Map Amendment application for the parcel. Clarifyed in the narrative.
4. The McMillan Mesa Specific Plan uses the term "activity center" in multiple places throughout the document. However, the Flagstaff Regional Plan 2030 does not indicate an activity center at this location. In the past, we determined that the voter ratified Regional Plan considered, but did not carry forward, this activity center designation. Therefore, all reference to "activity center" is moot in the Specific Plan. Staff can provide assistance with wording to clarify.

Reference page 6 of the narrative:

5. Please revise "The Need to Amend" text as the project does not "contemplate a commercial corridor". The Specific Plan clarifies the goals of establishing an integrated suburban neighborhood with a business park including medical and research facilities, including supporting commercial uses.
6. The rezoning for the subject parcel will focus on evaluating the proposed Zoning Map Amendment against the Employment Area Goals and Policies found in Flagstaff Regional Plan 2030 goals LU.15. In explaining how the amendment will conform to the Specific Plan goals, remove the language associated with suburban neighborhoods as you have already described it as part of the context of "The Purpose for the Proposal" section.

Reference page 7 of the narrative:

7. To bolster the argument for achieving the intentions of Policy OS1.5, clarify in the narrative that the project provides an internal courtyard for residents, staff and visitors to access fresh air and natural light.

Reference page 8 of the narrative:

8. It seems ambitious to claim that 25% of staff for a 24-hour care facility will be using alternative transportation modes, since bus and bike use may be limited for those in the latter (2) shifts of the day. If the employer is planning to use any features of the site to induce the use of alternative transportation such as secured bike parking, showers for staff or monetary incentives that would be a good "above and beyond" to

highlight. However, if the facility is only using standard parking reductions the recommendation would be to clarify the reductions taken and not include speculation that cannot definitively be supported.

9. The highlight information that should be emphasized from this page is that the proposed project provides a high employee to resident ratio than would be typical in a Community Commercial use because of the memory care element of the facility.
10. More information or elaboration should be given to clarify how the project addresses Goal CC.4. The goal has nine policies and some verbiage should be present to clarify how the project touches on these multiple policies concerning streetscapes, utilities, architectural aesthetics, landscape methods and human-scale and pedestrian needs.

Missing Information:

11. The narrative does not seem to address Policy T.2.3; which revolves around providing safety programs and infrastructure to protect the most vulnerable travelers. The elderly, mobility impaired persons and bicyclists are referenced in the policy.
12. Policy T.6.5 addresses the need for both short and long-term bicycle parking availability for bicyclists who which to travel. Though there are (4) existing on site bicycle parking spaces, does the project intend to provide additional covered or secured bicycle parking spaces for the residents, staff or visitors?

Substantive Engineering: Engineering, Jeremy DeGeyter Return for Corrections 11/13/2018

1. Site Plan is not yet approved. An approved Site Plan is required for zoning approval.

Substantive Fire Prevention: Fire Prevention, Kent Snide Approved 11/08/2018

No Comments

Substantive Public Works: Public Works, Adam Miele Approved 11/14/2018

No Comments

Substantive Stormwater: Stormwater, Douglas Slover Approved 11/15/2018

No Comments

Substantive Traffic: Traffic, Reid Miller Approved 10/29/2018

No Comments

Substantive Water Services: Water Services, Jim Davis Approved 10/30/2018

No Comments

Substantive Housing: Housing, Jennifer Mikelson Approved 11/08/2018

No Comments

Substantive HPC/Comm Design: Heritage Preservation, Alaxandra Pucciarelli Approved 11/30/2018

No Comments

Substantive Building & Safety: Building Safety, Patrick St. Clair Approved 11/09/2018

No Comments

City of Flagstaff
Community Development
Administrative Completeness Review Comments

Project Name: Highgate Senior Living
Project No.: PZ-18-00061-03
Project Address: 1831 North Jasper Drive

Date: October 26, 2018

Application Type: Zoning Map Amendment
Review Type: Administrative Completeness 2nd Submittal

Project Manager: Alaxandra Pucciarelli
E-mail: apucciarelli@flagstaffaz.gov
Phone: (928) 213-2640

Status of Review: Complete
In accordance with ARS 9-835(D) and (E), the application has been deemed "Administratively Complete." The application will now be submitted for "Substantive Review." The established Substantive Review Timeframe for this application is 52-days, which will begin once the application is deemed "Administratively Complete." This correspondence is being transmitted on Day 18 of the 26-day Administrative Completeness Review Timeframe.

CONDITIONS OF RESUBMITTAL/COMMENTS:

Completeness Current Planning: Alaxandra Pucciarelli Complete 10/26/2018
No comments

Completeness Building Safety: Patrick St. Clair Complete 09/27/2018
No Comments

Completeness Engineering: Jeremy DeGeyter Complete 09/27/2018
No Comments

Completeness Fire Prevention: Kent Snide Complete 09/27/2018
No Comments

Completness Public Works: Adam Miele Complete 10/02/2018
No Comments

Completeness Stormwater: Douglas Slover Complete 09/27/2018
No Comments

Completeness Traffic: Reid Miller Complete 09/27/2018
No Comments

Completeness Water Services: Jim Davis Complete 09/25/2018
No Comments

Completeness Housing: Jennifer Mikelson Complete 09/18/2018
No Comments

City of Flagstaff
Community Development
Administrative Completeness Review Comments

Project Name: Highgate Senior Living
Project No.: PZ-18-00061-03
Project Address: 1831 North Jasper Drive

Date: October 26, 2018

Application Type: Zoning Map Amendment
Review Type: Administrative Completeness 2nd Submittal

Project Manager: Alaxandra Pucciarelli
E-mail: apucciarelli@flagstaffaz.gov
Phone: (928) 213-2640

Status of Review: Complete
In accordance with ARS 9-835(D) and (E), the application has been deemed "Administratively Complete." The application will now be submitted for "Substantive Review." The established Substantive Review Timeframe for this application is 52-days, which will begin once the application is deemed "Administratively Complete." This correspondence is being transmitted on Day 18 of the 26-day Administrative Completeness Review Timeframe.

CONDITIONS OF RESUBMITTAL/COMMENTS:

Completeness Current Planning: Alaxandra Pucciarelli Complete 10/26/2018
No comments

Completeness Building Safety: Patrick St. Clair Complete 09/27/2018
No Comments

Completeness Engineering: Jeremy DeGeyter Complete 09/27/2018
No Comments

Completeness Fire Prevention: Kent Snide Complete 09/27/2018
No Comments

Completness Public Works: Adam Miele Complete 10/02/2018
No Comments

Completeness Stormwater: Douglas Slover Complete 09/27/2018
No Comments

Completeness Traffic: Reid Miller Complete 09/27/2018
No Comments

Completeness Water Services: Jim Davis Complete 09/25/2018
No Comments

Completeness Housing: Jennifer Mikelson Complete 09/18/2018
No Comments

City of Flagstaff
Community Development
Administrative Completeness Review Comments

Project Name: Highgate Senior Living
Project No.: PZ-18-00061-03
Project Address: 1831 North Jasper Drive

Date: October 02, 2018

Application Type: Zoning Map Amendment
Review Type: Administrative Completeness 1st Submittal

Project Manager: Alaxandra Pucciarelli
E-mail: apucciarelli@flagstaffaz.gov
Phone: (928) 213-2640

Status of Review: Incomplete
In accordance with ARS 9-835(D), the application has been deemed "Administratively Incomplete." All of the following comments must be addressed in a resubmittal. This correspondence is being transmitted on Day 11 of the 26-day Administrative Completeness Review Timeframe. Upon resubmittal, 15-days will remain.

CONDITIONS OF RESUBMITTAL/COMMENTS:

Completeness Current Planning: Alaxandra Pucciarelli **Incomplete** 10/02/2018
Items Required to be Deemed Complete:
1. Provide property owner list within 1,000 feet.
2. Provide map showing 1,000 foot buffer around the proposed site.

Completeness Building Safety: Patrick St. Clair Complete 09/27/2018
No Comments

Completeness Engineering: Jeremy DeGeyter Complete 09/27/2018
No Comments

Completeness Fire Prevention: Kent Snide Complete 09/27/2018
No Comments

Completness Public Works: Adam Miele Complete 10/02/2018
No Comments

Completeness Stormwater: Douglas Slover Complete 09/27/2018
No Comments

Completeness Traffic: Reid Miller Complete 09/27/2018
No Comments

Completeness Water Services: Jim Davis Complete 09/25/2018

City of Flagstaff
Community Development
Administrative Completeness Review Comments

No Comments

Completeness Housing: Jennifer Mikelson Complete 09/18/2018
No Comments

Return Address:
Shephard-Wesnitzer, Inc.
110 W. Dale Ave.
Flagstaff, AZ 86001

PZ-18-00185

Official Records of Coconino County 3828885
Patty Hansen - Recorder 10/31/2018 08:43 AM Pgs: 7
SHEPHARD-WESNITZER INC CSR $12.00

Coconino County Combination / Split Request Form

Return completed form to the Assessor or record form for your protection. If part of a County Land Division Permit, recording is required. This request will NOT be processed if you fail to provide legal descriptions, fail to obtain all approvals or if properties to be combined are not exact identical ownership.

As the owner of record you are hereby authorized to:

SPLIT [x] **COMBINE** [x]

(All properties involved *must be of identical ownership*, according to the tax records. This form does not convey title.)

Check appropriate usage.

Parcel Number(s)	Residential	Vacant	Agricultural	Commercial	Rental
101-46-012 &		x			
101-46-013		x			

If improvements exist, on which newly created parcels will they be located?(please provide drawing of improvement location) No existing improvements.

LEGAL DESCRIPTION(s) for newly created parcels: May provide attachments.

See Attached.

APPROVALS:

Planning & Zoning City or County — Date 9-20-2018

Treasurer's Office — Date 10-31-18

To process this form both P&Z/Community Development and the Treasurer must have signed.

ALL taxes must be paid in full prior to approval

Owner's Signature — Date 9/14/2018

Gary M. Burton, Mgr MMV Devco LLC by The Cavan Opportunity Fund, Its Manager. — 480-627-7000

Print Name/Title (i.e., owner, president, CEO, etc.) — Daytime Phone Number

15300 N 90th St. Ste 200 — Scottsdale — AZ — 85260

Address for tax bill — City — State — Zip

1831/2011 N. Jasper Dr., Flagstaff, AZ 86001

Situs Address of Property (if available)

Coconino County Assessor, 110 E Cherry Ave., Flagstaff, AZ 86001 (928) 679-7962

C:\Documents and Settings\lconnally\Local Settings\Temporary Internet Files\OLK332\Split-Combination form (2).doc
Revised: 5/7/09

LEGAL DESCRIPTION
APN: 101-46-012 & 101-46-013
Exhibit 'A'
#18033
8/14/2018

A portion Lots 3 and 4 as shown on the Final Plat of McMillan Mesa Village Tracts 'E' and 'F', Instrument Number 3760563, Official Records of Coconino County, lying within Sections 10, 11, 14 and 15, Township 21 North, Range 7 East, of the Gila Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at the southwest corner of said Lot 3, said point being in common with the northerly Right-of-Way line of North Gemini Drive as shown on Instrument Number 3760563, Official Records of Coconino County (herein referred to as R1) and the **TRUE POINT OF BEGINNING;**

Thence along the west line of said Lot 3, North 02°28'04" West, 266.44 feet (Basis of Bearing, R1);

Thence continuing along said west line, North 14°03'56" West, 189.23 feet;

Thence leaving said west line, North 87°33'19" East, 346.58 feet to a point on the westerly Right-of-Way line of North Jasper Drive as shown on R1, and the beginning of a non-tangent curve concave to the east having a radius of 376.00 feet and being subtended by a chord which bears South 06°15'21" East, 319.50 feet;

Thence along said Right-of-Way line, and southerly along said curve, 329.99 feet through a central angle of 50°17'03";

Thence continuing along said Right-of-Way line, South 31°23'52" East, 83.69 feet;

Thence leaving said Right-of-Way line, South 13°35'43" West, 21.21 feet to a point on the northerly Right-of-Way line of North Gemini Drive as shown on R1, and the beginning of a non-tangent curve concave to the north having a radius of 412.50 feet and being subtended by a chord which bears South 75°30'14" West, 242.29 feet;

Thence along said Right-of-Way line, and westerly along said curve, 245.92 feet through a central angle of 34°09'28";

Thence continuing along said Right-of-Way line, North 87°25'02" West, 127.78 feet to the **TRUE POINT OF BEGINNING;**

Containing 3.337 acres, more or less.

Together will all easements of record as shown on R1.

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

Parcel 2:

Commencing at a point on the west line of said Lot 3 as shown on Instrument Number 3760563, Official Records of Coconino County (herein referred to as R1) and the **TRUE POINT OF BEGINNING;**

Thence North 23°46'24" West, 284.73 feet (Basis of Bearing, R1) to a point on the southerly Right-of-Way line of East Forest Avenue as shown on R1, and the beginning of a non-tangent curve concave to the north having a radius of 984.95 feet and being subtended by a chord which bears North 78°55'43" East, 125.77 feet;

Thence along said Right-of-Way line, and easterly along said curve, 125.86 feet through a central angle of 7°19'17";

Thence leaving said Right-of-Way line, North 89°47'55" East, 705.55 feet along a line lying 2.00 feet south and parallel with the north line of said Section 15, to a point on the northwesterly Right-of-Way line of North Jasper Drive as shown on R1, and the beginning of a non-tangent curve concave to the northwest, having a radius of 474.00 feet and being subtended by a chord which bears South 48°41'49" West, 221.40 feet;

Thence along said Right-of-Way line, and southwesterly along said curve 223.47 feet through a central angle of 27°00'44" to the beginning of a tangent curve concave to the southeast, having a radius of 376.00 feet;

Thence continuing along said Right-of-Way line, and southwesterly along said curve, 284.26 feet through a central angle of 43°19'00";

Thence leaving said Right-of-Way line, South 87°33'19" West, 346.58 feet to a point on the west line of said Lot 3;

Thence along said west line, North 14°03'56" West, 87.24 feet to the **TRUE POINT OF BEGINNING;**

Containing 4.657 acres, more or less.

Together will all easements of record as shown on R1.

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

Parcel 3:

Commencing at a point on the easterly line of said Lot 4, said point being in common with the westerly Right-of-Way line of North Jasper Drive as shown on Instrument Number 3760563, Official Records of Coconino County (herein referred to as R1) and the **TRUE POINT OF BEGINNING;**

Thence South 89°47'55" West (Basis of Bearing, R1), 705.55 feet along a line lying 2.00 feet south and parallel with the north line of said Section 15, to a point on the southeasterly Right-of-Way line of North Forest Avenue as shown on R1, said point being the beginning of a non-tangent curve concave to the northwest, having a radius of 984.95 feet and being subtended by a chord which bears North 69°07'25" East, 210.84 feet;

Thence along said Right-of-Way line, and northeasterly along said curve, 211.25 feet through a central angle of 12°17'19" to the beginning of a non-tangent curve concave to the northwest having a radius of 985.00 feet and being subtended by a chord which bears North 31°19'23" East 1034.65 feet;

Thence continuing along said Right-of-Way line, and northeasterly and northerly along said curve, 1089.32 feet through a central angle of 63°21'50";

Thence continuing along said Right-of-Way line, North 00°14'19" West, 80.43 feet;

Thence leaving said Right-of-Way line, North 44°29'43" East, 42.32 feet to a point on the south Right-of-Way line of North Gemini Drive as shown on R1;

Thence along said Right-of-Way line, North 89°38'00" East, 220.06 feet to the beginning of a tangent curve concave to the southwest, having a radius of 250.00 feet;

Thence continuing along said Right-of-Way line, and southeasterly along said curve, 392.71 feet through a central angle of 90°00'10";

Thence continuing along said Right-of-Way line, South 00°21'22" East, 52.56 feet;

Thence continuing along said Right-of-Way line, South 10°02'00" West, 58.22 feet;

Thence continuing along said Right-of-Way line, South 00°21'20" East, 94.77 feet;

Thence leaving said Right-of-Way line, South 44°38'38" West, 20.51 feet to a point on the north Right-of-Way line of North Jasper Drive as shown on R1;

Thence along said Right-of-Way line, South 89°38'40" West, 143.96 feet to the beginning of a tangent curve concave to the southeast, having a radius of 185.00;

Thence continuing along said Right-of-Way line, and southwesterly along said curve, 225.62 feet through a central angle of 69°52'38";

Thence continuing along said Right-of-Way line, South 19°46'02" West, 387.53 feet to the beginning of a tangent curve concave to the northwest, having a radius of 474.00 feet;

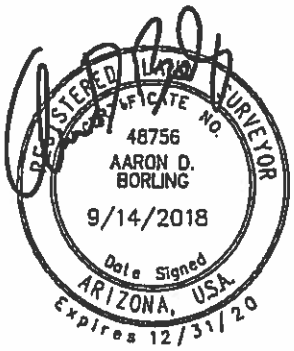
Thence continuing along said Right-of-Way line, and southwesterly along said curve, 127.60 feet through a central angle of 15°25'25" to the **TRUE POINT OF BEGINNING;**

Containing 10.572 acres, more or less.

Together will all easements of record as shown on R1.

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

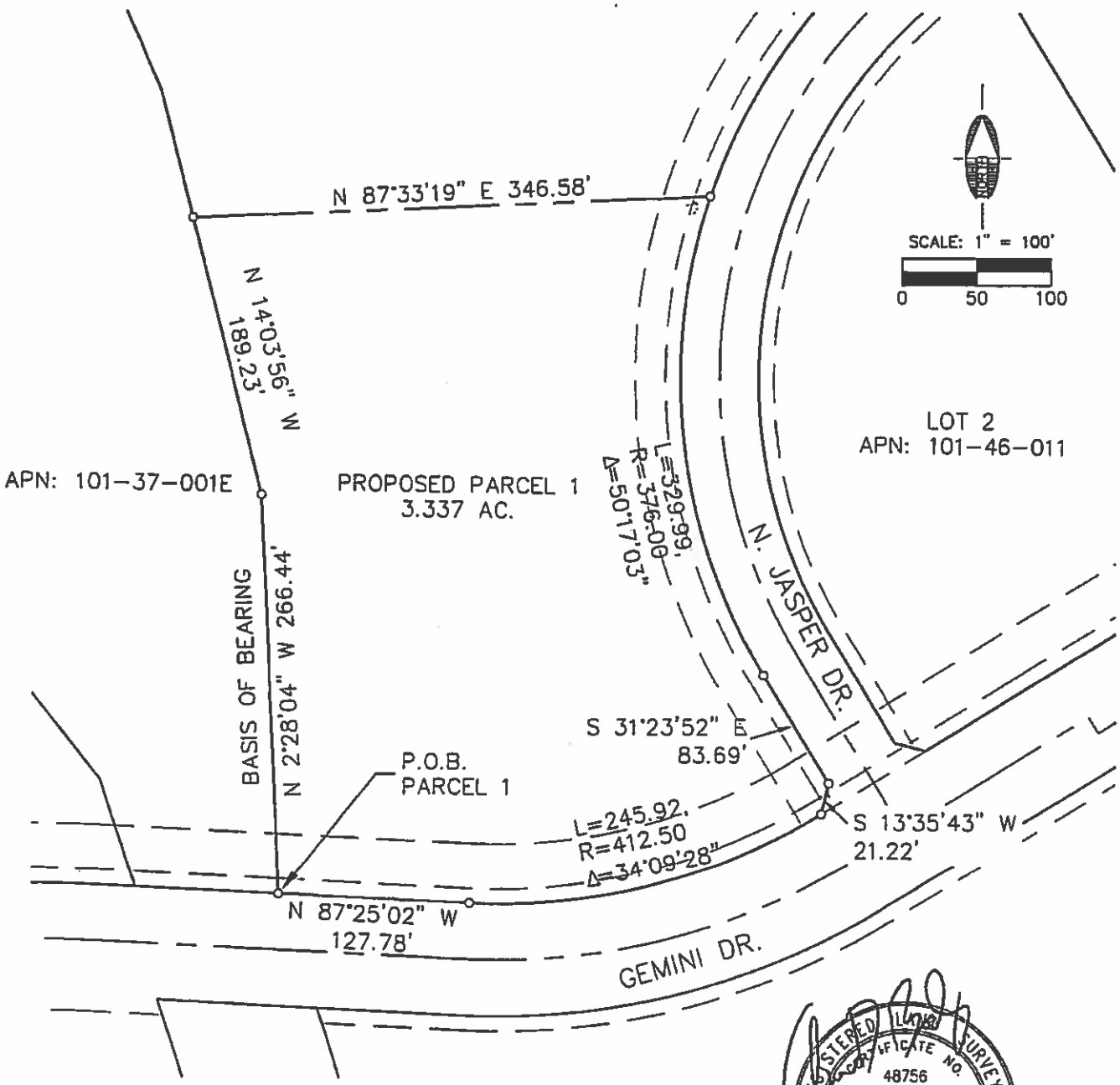
This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



PLOTTED: Sep 14, 2018 - 3:46pm

EXHIBIT 'B'

A PORTION OF THE NORTHEAST QUARTER OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST,
OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



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.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed: 9/14/18
ARIZONA, USA
Expires 12/31/20

FILE: P:\2018\18033\Legal Descriptions\EXHIBIT B.dwg <<C3D_Imperial>>

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

JOB NO.	18033
DATE	9-13-2018
SCALE	1"=100'
DRAWN	ADB
DESIGN	
CHECKED	ADB

McMILLAN MESA VILLAGE — FLAGSTAFF, ARIZONA

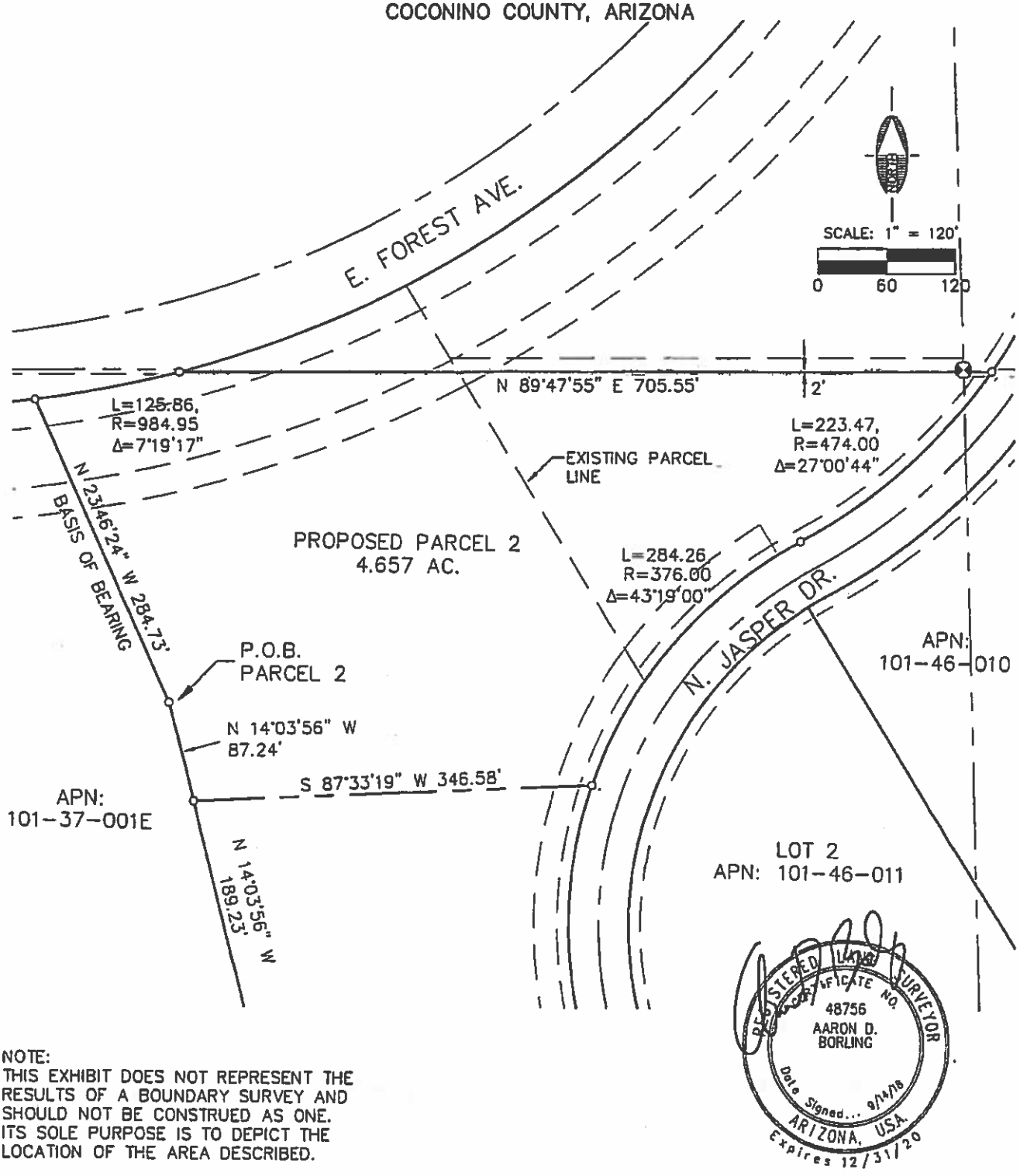
LEGAL EXHIBIT

SHEET 4 OF 3

PLOTTED: Sep 14, 2018-3:52pm

EXHIBIT 'C'

A PORTION OF THE NORTHEAST QUARTER OF SECTION 15,
AND THE NORTHWEST QUARTER OF SECTION 14
TOWNSHIP 21 NORTH, RANGE 7 EAST,
OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



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.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 9/14/18
ARIZONA, U.S.A.
Expires 12/31/20

FILE: P:\2018\18033\Legal Descriptions\EXHIBIT C.dwg <<C3D_Imperial>>

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

JOB NO.	18033
DATE	9-13-2018
SCALE	1"=120'
DRAWN	ADB
DESIGN	
CHECKED	ADB

McMILLAN MESA VILLAGE — FLAGSTAFF, ARIZONA

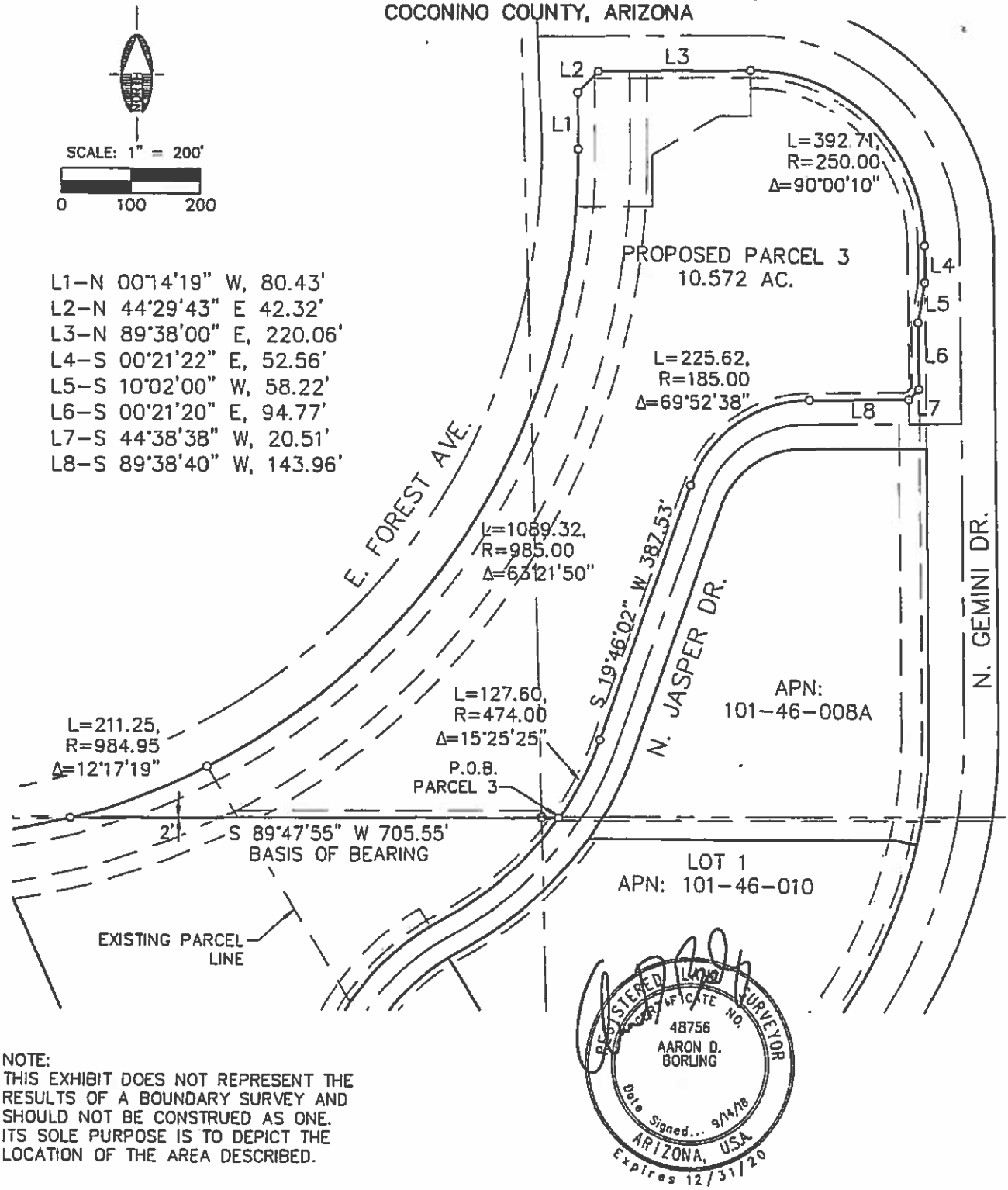
LEGAL EXHIBIT

SHEET 5 OF 6

PLOTTED: Sep 14, 2018-3:53pm

EXHIBIT 'D'

A PORTION OF THE NE QUARTER OF SECTION 15, THE NW QUARTER OF SECTION 14
THE SE QUARTER OF SECTION 10, THE SW QUARTER OF SECTION 11,
TOWNSHIP 21 NORTH, RANGE 7 EAST,
OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



L1-N 00°14'19" W, 80.43'
L2-N 44°29'43" E 42.32'
L3-N 89°38'00" E, 220.06'
L4-S 00°21'22" E, 52.56'
L5-S 10°02'00" W, 58.22'
L6-S 00°21'20" E, 94.77'
L7-S 44°38'38" W, 20.51'
L8-S 89°38'40" W, 143.96'

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.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 9/14/18
ARIZONA, U.S.A.
Expires 12/31/20

FILE: P:\2018\18033\Legal Descriptions\EXHIBIT D.dwg <<C3D_Imperial>>

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

JOB NO.	18033
DATE	9-13-2018
SCALE	1"=200'
DRAWN	ADB
DESIGN	
CHECKED	ADB

McMILLAN MESA VILLAGE — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 6 OF 6

Return Address:
Shephard-Wesnitzer, Inc.
110 W. Dale Ave.
Flagstaff, AZ 86001

Coconino County Combination / Split Request Form

Return completed form to the Assessor or record form for your protection. If part of a County Land Division Permit, recording is required. This request will **NOT** be processed if you fail to provide legal descriptions, fail to obtain all approvals or if properties to be combined are not **exact** identical ownership.

As the owner of record you are hereby authorized to:

SPLIT [x] **COMBINE** [x]

(All properties involved ***must be of identical ownership***, according to the tax records. This form **does not** convey title.)

Check appropriate usage.

Parcel Number(s)	Residential	Vacant	Agricultural	Commercial	Rental
101-46-012 &		x			
101-46-013		x			

If improvements exist, on which newly created parcels will they be located?(please provide drawing of improvement location) No existing improvements.

LEGAL DESCRIPTION(s) for newly created parcels: May provide attachments.

See Attached.

APPROVALS:

Planning & Zoning City or County — Date

Treasurer's Office — Date

To process this form both P&Z/Community Development and the Treasurer must have signed.

ALL taxes must be paid in full prior to approval

Gary M. Burton — 9/14/2018

Owner's Signature — Date

Gary M. Burton, Mgr MMV Devco LLC by The Cavan Opportunity Fund, Its Manager. — 480-627-7000

Print Name/Title (i.e., owner, president, CEO, etc.) — Daytime Phone Number

15300 N 90th St. Ste 200 — Scottsdale — AZ — 85260

Address for tax bill — City — State — Zip

1831/2011 N. Jasper Dr., Flagstaff, AZ 86001

Situs Address of Property (if available)

McMillan Mesa Village Specific Plan Amendment
PZ-18-00061-01

MEMORANDUM
TO: Tiffany Antol
From: Vickey Morris
Dated: 1/11/19

Public Meeting: 11/14/2018

Location: Flagstaff NACET
2225 N Gemini Rd
Flagstaff, AZ 86001
Time: 6pm to 7pm

Attendance: 12

Vickey Morris – MMV Devco, LLC
Marjorie Todd – Highgate Senior Living
Dan Strinden – Buron Inc.
Guillermo Cortes – Shepard-Wesnitzer Inc
Stephen Irwin – Shepard-Wesnitzer Inc
Kayla Fleishman – Shepard-Wesnitzer Inc
Tiffany Antol – City of Flagstaff
Alaxandra Pucciarelli – City of Flagstaff

Neighborhood Participants:

Marilyn Weissman Ellen Ryan April Smitz Kent Hotsenpiller

A meeting was held on November 14, 2018 to notify the neighborhood and other interested parties of the pending application to amend the Specific Plan for the McMillan Mesa Village.

A list of questions as well as the answers provided is attached here to for your records. The meeting was well attended by the Owner, its consultants, and the Developer. Only a handful of residents showed up for the meeting. Collectively their concerns were building height and traffic. Concerns regarding the building height were addressed by the fact that the Specific Plan limits the height of the building and no variance was being sought by the Developer.

The traffic issues stem primarily from the traffic that is associated with the Basis School. The residents were seeking assure themselves that the care center will not exacerbate the problem. The Developer explained that by setting the shift change hours to off-peak hours, the care center will not add to the traffic issue that currently exists on the McMillan Mesa.

The overall impression by the attendees was that this is a positive addition to the City and the neighborhood and they supported the Zoning Change. We did not receive any comments via U.S. Mail or email.

It is our intention at this time to seek a waiver for the requirement to hold a second public meeting prior to a Planning and Zoning Hearing. Please advise if the waiver will be granted and proceed to schedule our P&Z Hearing at your earliest convenience. Thank you.

Enclosures: as stated
Cc: Patrick St. Clair

HIGHGATE NEIGHBORHOOD MTG. 11/14/18

How does parcel height compare w/ Guardian?
- It will be comparable w/ Highgate only being 35' tall. The congregate care facility will appear shorter due to the grade change between the subject parcel and Guardian.

What is the setback?
- At least 15-20' due to stormwater channel along the Gemini frontage.
- The actual setback by code is 40' from Gemi and 30' from Jasper

Will there be an entrance off Gemini?
- No. There may be a fire exit but no main entry. The main entry will be interior just off the driveway from Jasper.

You all are prepared for the school traffic block. Will this affect your clientel?
- Jasper alleviates traffic for Guardian, N Az Rehabilitation Hospital and this project.

What is the schedule for staffing @ Highgate?
- Shift starts @ 6 am and shift change happens @ 2 pm.

How many stories will be viewed from Gemini?
- 2 stories from Gemini.

What is this parcel zoned? What will it be rezoned?
- R&D to CC.

Building is closer to street based on City standards. A fake entry will be viewed from Gemini and Jasper just like Melrose.

What is the parking requirement?
- Q. ____ per unit + 1 space per employee
only allowed to exceed by 5%.

There will be more of an open look like N Az Rehab. Hospital.

How is parking broken up?
There are many pedestrian walkways.

What do you have in mind w/ the northern section of the remaining parcel?
- Req'd to be setback 100' from Forest per the specific plan.

Will you allow Access when people run out of money?
- We will make sure they are moved to another location appropriately. ~~They~~ We are run based on private money only.

What part of the process are you in?
- We are in the site plan review process right now. This project requires ~~the~~ a rezone. The site plan cannot be drastically changed from what is shown to you tonight. This meeting is a requirement of the rezone process.

- What is your project schedule?
  - Break ground June/July 2019.
    12-14 months construction.

Are there trees to be saved here?
- None req'd. but some are being saved where we can.
  ↳ based on McMillan Mesa Specific Plan NRPP.

MMV DEVCO, LLC

November 14, 2018

SIGN IN SHEET

Public Meeting for McMillan Mesa Village Specific Plan Amendment and HighGate Senior Living Site Plan

NAME	ADDRESS OR EMAIL ADDRESS	PHONE
MARILYN WEISSMAN	1055 E. APPLE WAY	928 853-9283
Ellen Ryan	1140 N. Manzanita Way (comm)	928-278-0281
April Smith	asmith4610@msn.com	928 266 0877
Kent Hotsenpiller	2590 Oakmont	928-214-0214

Staff & Consultants

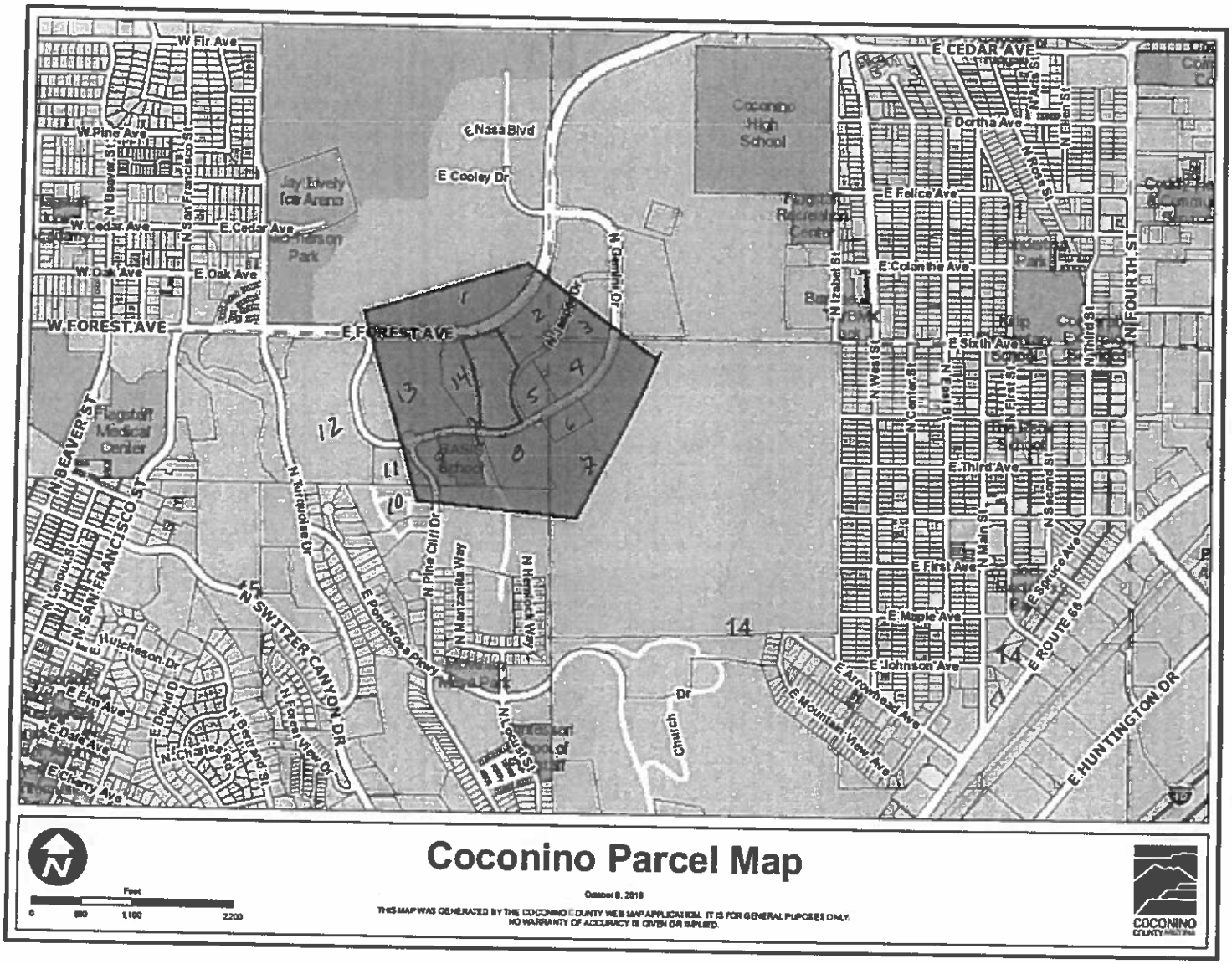
MMV DEVCO, LLC

November 14, 2018

SIGN IN SHEET

Public Meeting for McMillan Mesa Village Specific Plan Amendment and HighGate Senior Living Site Plan

	NAME	ADDRESS OR EMAIL ADDRESS	PHONE
owner rep	Vickey Morris	VMorris@cavanrealestate.net	480-747-9400
Dev	Marjorie Todd	marjorie.todd@highgateSeniorLiving.com	425-281-2061
Dev	Dan Strinden	danstrinden@hotmail.com	509-965-5323
COF	Tiffany Antol	City of Flagstaff	928.213.2608
COF	Alexandra Pucciarelli	City of Flagstaff	928.213.2640
ENG	Stephen Irwin	SIrwin@SWIAZ.com	928.773.0354
ENG	Kayla Fleishman	KFleishman@SWIAZ.com	928.773-0354
ENG	Guillermo Cortez	gcortes@SWIAZ.com	928-773-0354



Coconino Parcel Map

October 8, 2018

THIS MAP WAS GENERATED BY THE COCONINO COUNTY WEB MAP APPLICATION. IT IS FOR GENERAL PURPOSES ONLY. NO WARRANTY OF ACCURACY IS GIVEN OR IMPLIED.

COCONINO COUNTY

	APN	OWNER	Property Address	Mailing Address
1	11008001G	City of Flagstaff	2400 N Gemini Dr	City of Flagstaff 211 W Aspen Ave Flagstaff, AZ 86001
2	101-46-013	MMV Devco, LLC	2011 N Jasper Dr	MMV Devco, LLC 15300 N 90th Street Ste 200 Scottsdale, AZ 85260
3	101-46-008A	Flagstaff Medical Center Inc.	1901 N Gemini Dr	Flagstaff Medical Center Inc PO Box 1268 Flagstaff, AZ 86002
4	101-46-010	MPT of Flagstaff, LLC		MPT of Flagstaff LLC PO Box 92129 Southlake, TX 76092
5	101-46-011	MMV Devco, LLC	1840 N Jasper Dr	MMV Devco, LLC 15300 N 90th Street Ste 200 Scottsdale, AZ 85260
6	10701001F	City of Flagstaff		City of Flagstaff 211 W Aspen Ave Flagstaff, AZ 86001
7	10701001B	City of Flagstaff		City of Flagstaff 211 W Aspen Ave Flagstaff, AZ 86001
8		MMV Devco, LLC	1800 N Gemini Dr	MMV Devco, LLC 15300 N 90th Street Ste 200 Scottsdale, AZ 85260
9	101-46-005B	Basis School Inc	1700 N Gemini Dr	Basis School Inc PO Box 8168 Scottsdale, AZ 85252
	101-46-005A	Basis School Inc		Basis School Inc 7975 N Hayden Rd Ste B-121 Scottsdale, AZ 85258
10	101-46-009B	FSL St Francis Villas LP	1351 N Pine Cliff Dr	FSL St Francis Villas LP 1201 E Thomas Rd Phoenix, AZ 85014
11	101-46-002A	WS-Flagstaff AZ-1-UT LLC	1521 N Pine Cliff Dr	WS-Flagstaff AZ-1-UT LLC 4747 William DR Georgetown TX 78633
12	101-46-002B	MMV Devco, LLC	1571 N Pine Cliff Dr	MMV Devco, LLC 15300 N 90th Street Ste 200 Scottsdale, AZ 85260
13	101-46-003B	MMV Devco, LLC	1620 N Gemini Dr	MMV Devco, LLC 15300 N 90th Street Ste 200 Scottsdale, AZ 85260
14	10137001E	City of Flagstaff	1751 N Gemini Dr	City of Flagstaff 211 W Aspen Ave Flagstaff, AZ 86001

1000' – radius.

"Registry of Persons and Groups"
As Required in Zoning Code Section 10-20.30.080.B

Last updated: July 26, 2018

Friends of Flagstaff's Future
P.O. Box 23462
Flagstaff, AZ 86002
info@friendsofflagstaff.org
(928) 556-8663

Northern Arizona Building Association
1500 East Cedar Avenue, Suite 86
Flagstaff, AZ 86004
tbociung@nazba.org
(928) 779-3071

Northern Arizona Association of Realtors, Jeffrey Herd
1515 East Cedar Avenue, Suite C-4
Flagstaff, AZ 86004
naarflag@nazrealtor.com and
naargovaffairs@outlook.com
(928) 779-4303

Tish Bogan-Ozmun
5271 Mt. Pleasant Drive
Flagstaff, AZ 86004
tishflagstaff@gmail.com

Marilyn Weissman
1055 East Apple Way
Flagstaff, AZ 86001
(928) 779-5323
Missymoet@aol.com

Maury Herman
Coast and Mountain Properties
3 North Leroux Street
Flagstaff, AZ 86001
(928) 779-6211
mherman@coastandmountain.com

Nat White
1120 North Rockridge Road
Flagstaff, AZ 86001
white@lowell.edu

Charlie Silver
720 West Aspen Avenue
Flagstaff, AZ 86001
Cws720@gmail.com

Betsy McKellar
330 S Ash Lane
Flagstaff, AZ 86004
birdvest8@gmail.com

David Carpenter
1715 E Trade Winds Court
Flagstaff, AZ 86005
dc@hopeaz.com

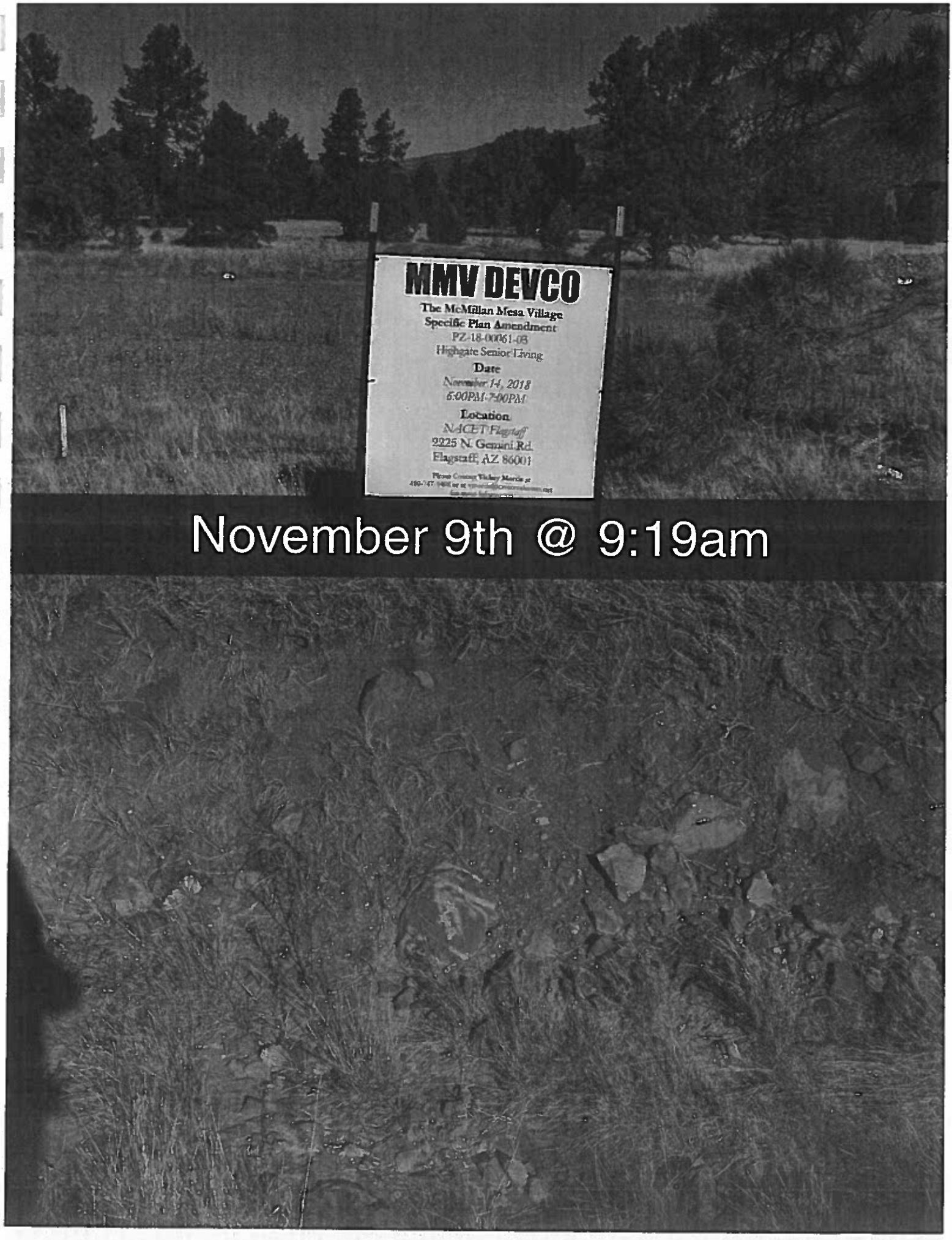
Dorenda Coleman
Arizona Army National Guard, AZAA-FMO
5636 E McDowell Rd, M5330
Phoenix, AZ 85008
dorenda.j.coleman.nfg@mail.mil

Mary Beth Dreusike
US Navy, Intergovernmental Branch
850 Pacific Highway
Building 1 – 5th Floor, Suite 513
San Diego, CA 92101
marybeth.dreusike@navy.mil

Celia Barotz
3354 N Crest Street
Flagstaff, AZ 86001
cbarotz@gmail.com

Norm Wallen
3716 N Grandview
Flagstaff, Az 86004
normwallenflg@gmail.com

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	101-46-005A	Basis School Inc		Basis School Inc 7975 N Hayden Rd Ste B-121 Scottsdale, AZ 85258
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MMV DEVCO
The McMillan Mesa Village
Specific Plan Amendment
PZ-18-00061-03
Highgate Senior Living
Date
November 14, 2018
5:00PM-7:00PM
Location
NACET Flagstaff
2225 N. Gemini Rd.
Flagstaff, AZ 86001
November 9th @ 9:19am

MMV
DEVCO, LLC

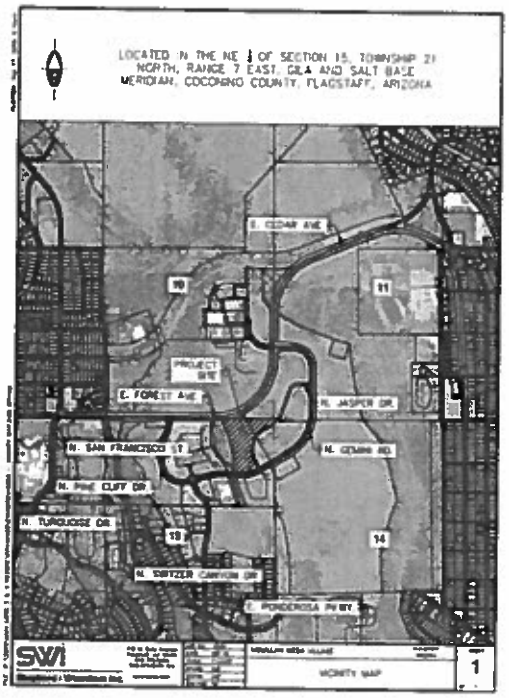
THE MCMILLAN MESA VILLAGE SPECIFIC PLAN AMENDEMENT

PZ-18-00061-03
HIGHGATE SENIOR LIVING

You are invited to join us at the NACET Flagstaff to discuss the rezoning Of a parcel located with the McMillan Mesa Village

NOVEMBER 14, 2018
6:00 PM – 7:00 PM

NACET Flagstaff
2225 N. Gemini Rd
Flagstaff, AZ 86001



Please contact Vickey Morris at 480-747-9408 or via email at vmorris@cavanrealestate.net for additional information.

The McMillan Mesa Village
REZONING CASE# PZ-18-00061-01

Public Participation Plan

Objective: Provide the neighbors, interested parties and stakeholders with an opportunity to provide input regarding the McMillan Mesa Village zoning change.

The Owner intends to use a variety of methods to inform the community of the proposed amendment and how to become involved and stay informed. The following methods will be utilized for the public meeting:

a) A list of stakeholders, interested parties and neighbors was created from the County Assessor's records and maps. Properties within 1000 feet of the boundary of the McMillan Mesa Village were included.

b) The Owner will advertise to the stakeholders, interested parties, and neighbors by first class mail. The general public will be informed by posting of meetings and hearing on the property, at the City offices, and in the newspapers.

The purpose of this meeting will be to inform the public about the proposed amendments to the Specific and Regional Plan and educate them on the changes these amendments will have on the McMillan Mesa.

The public will be provided a point of contact on the Project Team, to whom they may address issues, concerns, or suggestions.

After the Public Meeting the Owner will produce a report that summarizes the meeting, identifies the attendees, and provide comments received at the meeting. All invitees will receive a copy of the meeting report and the answers to questions posed. This report will be given to the Planning and Zoning commission and the City Council.

See attached proposed Agenda for the Public Meeting.

3760563 1 OF 3

FINAL PLAT of McMILLAN MESA VILLAGE TRACTS 'E' and 'F'

BEING A PORTION OF TRACTS 'E' AND 'F' OF McMILLAN MESA VILLAGE SUBDIVISION AS RECORDED IN INSTRUMENT No. 3488287 IN THE OFFICE OF THE COCONINO COUNTY RECORDER, SITUATED IN SECTIONS 10, 11, 14 AND 15, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, CITY OF FLAGSTAFF, ARIZONA.

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF COCONINO)

KNOW ALL MEN BY THESE PRESENTS: That MAV DEVCO, LLC, an Arizona limited liability company, as Owner, hereby publishes this plat and for the "McMillan Mesa Village, Tracts E & F", a subdivision of a portion of land situated in the SE ¼ of Section 10, the SW ¼ of Section 11, the NW ¼ of Section 14, and the NE ¼ of Section 15, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, City of Flagstaff, Arizona, as shown platted hereon, and hereby declares that said plat sets forth the locations and gives the dimensions and measurements of the parcels, lots, tracts, streets and easements constituting same and that each such parcel, lot, tract, street and easement shall be known by the number or name given to each, respectively on said plat.

The Owner hereby dedicates to the City of Flagstaff that certain public Right-of-Way for NORTH ASPEN DRIVE, as noted and shown hereon, and additional Right-of-Way for a right turn lane on N. GRAND DRIVE as shown hereon. Said public rights of way are dedicated for the purposes of public roadways, streets, utilities and related improvements. Furthermore, the Owner grants Storm drainage easements, drain easements, and public utility easements (PUE's), as shown hereon to the City of Flagstaff and to all other authorized utility companies for public utility and service purposes only.

IN WITNESS WHEREOF: MAV DEVCO, LLC, an Arizona limited liability company, as said Owner, has hereunto caused its name to be signed

Done at Scottsdale, Arizona, this 30th day of June, 2016.

MAV DEVCO, LLC, a Arizona limited liability company

By: The Coven Opportunity Fund, LLC, a Delaware limited liability company
Its: Manager

By: Opportunity Fund Management, LLC, an Arizona limited liability company
Its: Manager

By: Loyd E. Burton
Its: Vice President

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF Maricopa)

On this 30 day of June, 2016, before me, the undersigned personally appeared, Loyd E. Burton, Vice President of Opportunity Fund Management, LLC, an Arizona limited liability company, the Manager of The Coven Opportunity Fund, LLC, a Delaware limited liability company, the Manager of MAV DEVCO, LLC, an Arizona limited liability company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF: I hereunto set forth my hand and official seal

Notary Public

My Commission Expires: 11/13/2018

LENDER RATIFICATION STATEMENT

The undersigned, on behalf of 5301 Flagstaff Property, LLC, an Arizona limited liability company, holding an interest in the real property herein described pursuant to the Amended and Restated Deed of Trust recorded 12/29/2014 as Document No. 3728814 and Deed of Trust recorded 2/19/2015 as Document No. 3740372 and as modified by Document No. 3728845, Official Records of Coconino County, Arizona, hereby ratifies this subdivision plat. The undersigned further agrees that no foreclosure, trustee's sale or exercise of any remedy under the instruments which the undersigned executed the respective interest in the property shall defeat, extinguish or otherwise affect the validity or enforceability of this plat. The holder also consents with the dedication of roadways and granting of easements.

Acknowledged and Approved:

LENDER: 5301 Flagstaff Property, LLC, an Arizona limited liability company

By: Harold C Silverstein

Printed Name: Harold C Silverstein

Title: Authorized Member Representative

RIGHT-OF-WAY DEDICATION

THE TOTAL AREA FOR ALL THOSE CERTAIN PUBLIC RIGHTS OF WAY DEDICATED TO THE CITY OF FLAGSTAFF UPON RECORDATION OF THIS PLAT IS 2.99 ACRES±

FLOOD ZONE CLASSIFICATION

THE PROJECT AREA IS ENTIRELY WITHIN ZONE X AS DESIGNATED BY FEMA FIRM PANEL 04005C0994G EFFECTIVE DATE SEPTEMBER 3, 2010. FEMA DESIGNATES ZONE X AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOODING.

BENCHMARK

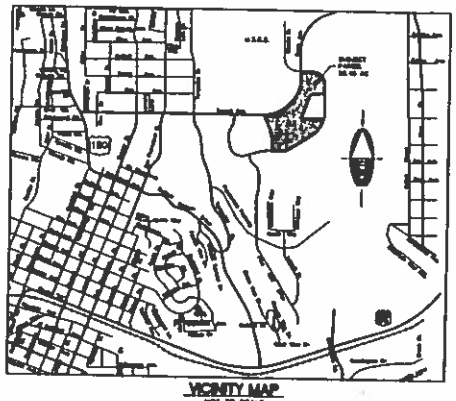
THE SITE BENCHMARK FOR THIS PROJECT IS A FOUND 3" BRASS CAP MONUMENT (COCONINO COUNTY, POINT #1251) AT THE NORTHEAST CORNER OF SECTION 15 (LOC# POINT #1758190). (NAD 29) ELEVATION = 7408.365 FEET

CONDITIONS, CONDITIONS AND RESTRICTIONS

THE LOTS SHOWN HEREON ARE SUBJECT TO THE CONDITIONS, CONDITIONS, AND RESTRICTIONS FOR "McMILLAN MESA VILLAGE" RECORDED AT INST #3488288, TOGETHER WITH SUBSEQUENT AMENDMENTS RECORDED AT INST #3582964, INST #3673865 AND INST. #3725649 IN THE OFFICE OF THE COCONINO COUNTY RECORDER, COCONINO COUNTY, ARIZONA, AND HEREBY INCORPORATED AS A PART OF THIS PLAT.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	[illegible]
2	[illegible]



VICINITY MAP
NOT TO SCALE

PROJECT INFORMATION

PROJECT LOCATION: 1500 AND 1600 N. GRAND DR., FLAGSTAFF, AZ 86004

APN: 101-40-007 & 100-40-008B

TOTAL ACREAGE: 38.49 +/- ACRES

NUMBER OF LOTS: 4

TOTAL LOT ACREAGE: 26.10 +/- ACRES

CURRENT ZONING: RD (RESEARCH AND DEVELOPMENT)

LOT COVERAGE: 25% MAXIMUM
GROSS FAR MAXIMUM = 0.50

CITY OF FLAGSTAFF APPROVALS

CITY OF FLAGSTAFF

It is hereby certified that this plat has been officially approved for the record by the Council of the City of Flagstaff, Coconino County, Arizona, this 21st day of October, 2016.

BY: _____ Mayor

ATTEST: _____ City Clerk

It is hereby certified that this plat has been officially approved for the record by the City of Flagstaff Planning Director and City Engineer this 20th day of October, 2016.

BY: _____ Chairperson/Planning Director

ATTEST: _____ City Engineer

CERTIFICATE OF LAND SURVEYOR

This is to certify that the survey of the property described and platted hereon was made under my direction and supervision and is accurately represented on this plat.

I also certify that this plat is in substantial conformance to the approved conceptual plat and that this plat is correct and accurate as shown to the best of my knowledge and belief.

Aaron B. Bowling, RLS 46796

Date _____

Instrument 3770983
Official Records of Coconino County
Patty Hansen, County Recorder
09/16/2016 11:01:57 AM
Requested at the Request of
COCONINO CITY OF FLAGSTAFF

BASIS OF BEARING AND COORDINATES

LINEAR UNIT: INTERNATIONAL FEET
GEODETIC DATUM: NAD 83 (2002.0)
VERTICAL DATUM: NGVD 29 (SEE BELOW)
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION PROJECTION (2008)

PROJECTION:
TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN 35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN 111° 37' 00" W
NORTHING AT GRID ORIGIN 0.0 FT
EASTING AT CENTRAL MERIDIAN 715,000 FT
CENTRAL MERIDIAN SCALE FACTOR 1.0003333 (EXACT)

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES ON THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODETIC NORTH. NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM CITY OF FLAGSTAFF CONTROL POINT 1728190 (NGVD 29) USING GPS. BOTH NAD 83/2011 AND GEOID MODEL "GEOID12A" ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE PUBLISHED ELEVATION OF THIS STATION.

THE SURVEY WAS CONDUCTED USING GPS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). LOCAL NETWORK ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL AND ARE BASED ON AN APPROPRIATELY CONSTRAINED LEAST-SQUARES ADJUSTMENT OF OVER-DETERMINED AND STATISTICALLY INDEPENDENT OBSERVATIONS.

• BEARING AND DISTANCE BETWEEN PT #250 AND PT. #251: N 68°47'36" E 264.67'

POINT #250 3" 588 ALUMINUM DISK IN CONCRETE STAMPED "COMM 2008"

LATITUDE = 35° 11' 46.79927" N	NORTHING = 777788.846 FT	ESTIMATED ACCURACY
LONGITUDE = 111° 39' 33.36426" W	EASTING = 699571.276 FT	HORIZ = 0.06 FT
ELLIPSOID HEIGHT = 1636.336 FT	ELEVATION = 7408.832 FT	VERT = 0.08 FT

POINT #230 3" ALUM. CAP LEGIBLY N 1/4 SEC 11 T21N R7E

LATITUDE = 35° 11' 38.48829" N	NORTHING = 767917.745 FT	ESTIMATED ACCURACY
LONGITUDE = 111° 39' 34.91249" W	EASTING = 699387.236 FT	HORIZ = 0.04 FT
ELLIPSOID HEIGHT = 1636.345 FT	ELEVATION = 7408.825 FT	VERT = 0.06 FT

POINT #1254 (COF # 1728190) BM BENCHMARK, 3" BRASS CAP NGSVD29 1929

LATITUDE = 35° 12' 38.99823" N	NORTHING = 781731.888 FT	ESTIMATED ACCURACY
LONGITUDE = 111° 39' 53.41747" W	EASTING = 699048.998 FT	HORIZ = 0.03 FT
ELLIPSOID HEIGHT = 1657.838 FT	ELEVATION = 7408.361 FT	VERT = 0.05 FT

POINT #1255 0.5" ALUM. CAP STAMPED "R 1/40 LS 14671 1999"

LATITUDE = 35° 12' 25.10827" N	NORTHING = 781351.054 FT	ESTIMATED ACCURACY
LONGITUDE = 111° 37' 52.83880" W	EASTING = 699867.582 FT	HORIZ = 0.03 FT
ELLIPSOID HEIGHT = 1656.863 FT	ELEVATION = 7407.885 FT	VERT = 0.05 FT

UTILITY COMPANY APPROVALS

MELISSA NELSON, BY LETTER — 1/11/2016
ARIZONA PUBLIC SERVICE — DATE

MARTIN CONROY, BY LETTER — 2/9/2016
UNISOURCE ENERGY SERVICES — DATE

CAROLE WILSON, BY LETTER — 2/12/2016
CENTURY LINK — DATE

SANFORD VAZIR, BY LETTER — 2/10/2016
SUDDENLINK — DATE

OWNER/DEVELOPER

MAV DEVCO, LLC
15395 NORTH 90TH STREET, SUITE 300
SCOTTSDALE, AZ 85260
(480) 627-7650

ENGINEER

SHEPHARD - WESNITZER, INC.
GUILLERMO CORTES, PE
110 S DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0364

SURVEYOR

SHEPHARD - WESNITZER, INC.
AARON B. BOWLING, RLS
110 S DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0364

NOTE:

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
A. REASONABLE WOOD, WIRE, OR SECTION-TYPE FENCING
B. CONSTRUCTION, STRUCTURES, OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

THE CITY OF FLAGSTAFF PROMISES WATER [UTILITY] SERVICE PURSUANT TO STATE LAW, AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO. 41-

Shepherd • Wesnitzer, Inc.
110 S. Dale Avenue
Flagstaff, AZ 86001
928.773.0364
928.774.9034 fax
www.swinc.com

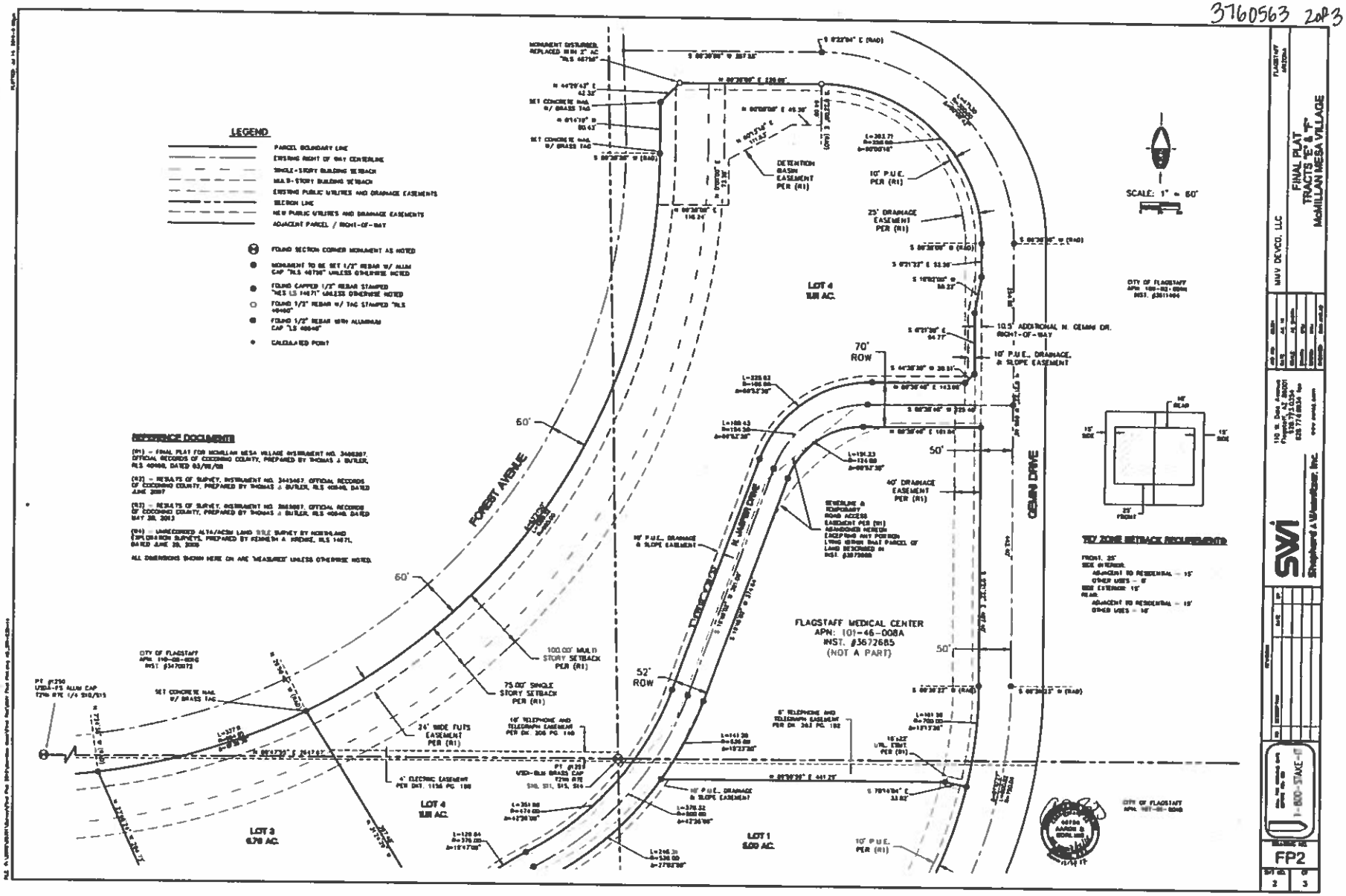
MAV DEVCO, LLC
FLAGSTAFF ARIZONA
FINAL PLAT
TRACTS 'E' AND 'F'
McMILLAN MESA VILLAGE

1-800-STAKE

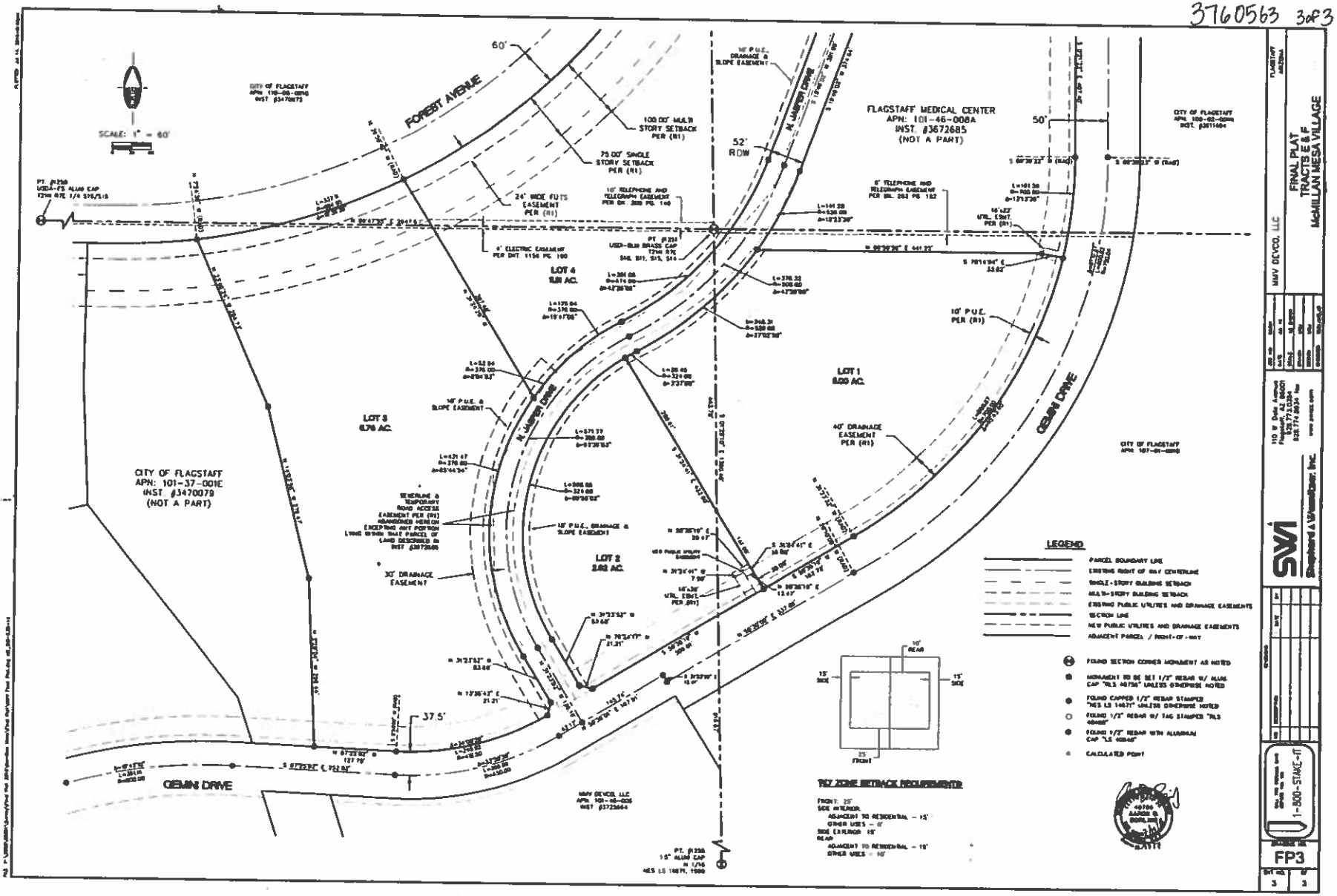
FP1

Official Records of Coconino County
3760563
Page 1 of 3

3760563 2of3



3760563 3 of 3



3458287 1of4

CITY OF FLAGSTAFF
FINAL PLAT FOR
McMILLAN MESA VILLAGE

LOCATED WITHIN THE SE ¼ OF SECTION 10, SW ¼ OF SECTION 11,
NW ¼ OF SECTION 14, AND THE NE ¼ OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST,
GILA AND SALT RIVER BASE AND MEridian,
COCONINO COUNTY, FLAGSTAFF, ARIZONA

C.O.F. FILE NO. : DRB 06-052

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	LOT GEOMETRY
3	LOT GEOMETRY
4	LOT GEOMETRY

DEDICATION

STATE OF ARIZONA)
) SS.
COUNTY OF COCONINO)

KNOW ALL MEN BY THESE PRESENTS: That MAY DEVCO, LLC, (An Arizona limited liability company), as Owner, hereby publishes this plat as and for "McMillan Mesa Village," a subdivision of a portion of land situated in the SE ¼ of Section 10, SW ¼ of Section 11, NW ¼ of Section 14, and the NE ¼ of Section 15, Township 21 North, Range 7 East, in the Gila and Salt River Base and Meridian, Coconino County, Arizona, as shown and platted hereon, and hereby declares that said plat sets forth the locations and gives the dimensions and measurements of the parcels, lots, tracts, streets and easements constituting same and that each such parcel, lot, tract, street and easement shall be known by the number or name given to each, respectively.

The Owner hereby dedicates to McMillan Mesa Village Owners Association, Inc., an Arizona non-profit corporation, ("Association"), an easement over, under and across all those certain drainage and detention basin easements as depicted and described hereon for the purpose of constructing, operating, managing, repairing and maintaining the common drainage facilities necessary for the protection of the properties hereon from flooding and erosion.

The Owner additionally hereby dedicates to the City of Flagstaff:

1. all those certain public rights of way for Pine Cliff Drive, Conrad Drive, Forest Avenue and Turquoise Drive as named and shown hereon. Said public rights of way are dedicated for the purposes of public roadways, access, utilities and related improvements.
2. an easement over, under and across all those certain drainage and detention basin easements as depicted and described hereon for the purpose of protecting the public. This easement entitles the City to act as necessary to maintain drainage facilities in the event that the Owners Association fails to operate and/or maintain said drainage facilities appropriately. City shall not be construed to have a duty to act nor shall City assume the Owners Association's imposed obligations of maintenance of such facilities at its expense.
3. all public utility easements (P.U.E.) shown hereon for the benefit of all authorized utility companies for public utility and access purposes only.
4. a permanent Flagstaff Urban Trail System (F.U.T.S.) easement over, under and across those parcels as shown hereon. Where the location of the F.U.T.S. easement hereon is described by a centerline, the F.U.T.S. easement shall be 20-feet wide, 10-feet on each side of the described centerline.

IN WITNESS WHEREOF: MAY DEVCO, LLC, as said Owner, has hereunto caused its name to be signed.

Done in Scottsdale, Arizona, this 12th day of March, 2008.

MAY DEVCO, LLC, an Arizona limited liability company

By: Cavan Management Services, L.L.C., an Arizona limited liability company, its Manager

By: _____ (signature)
David V. Cavan
Its: Sole Member

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF Maricopa ss.

On this 12th day of March 2008, before me, the undersigned personally appeared, David V. Cavan, Sole Member of Cavan Management Services, L.L.C., an Arizona limited liability company, the Manager of MAY DEVCO, LLC, an Arizona limited liability company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF: I hereunto set forth my hand and official seal

Notary Public: Anne L. Sherrod

My Commission Expires: March 7, 2009

Acknowledged and Approved:

LENDER: RELIANCE BANK

By: DAVID CAVANAUGH (Name)
PRESIDENT - PARTNERSHIP (Title)

C C and Rs

THE DEDICATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR "MCMILLAN MESA VILLAGE" ARE TO BE RECORDED IN THE OFFICE OF THE COCONINO COUNTY RECORDER, COCONINO COUNTY, ARIZONA, AND HEREBY INCORPORATED AS A PART OF THIS PLAT.

RIGHT-OF-WAY DEDICATION

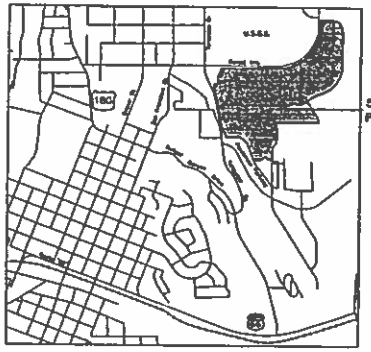
THE TOTAL AREA FOR ALL THOSE CERTAIN PUBLIC RIGHTS OF WAY DEDICATED TO THE CITY OF FLAGSTAFF UPON RECORDATION OF THIS PLAT IS 8.91 ACRES.

Easements & Setbacks Vacated per Book 3457 Page 3 Recorded at the Coconino Co. Recorder's Office

Basis of Bearings: N 89°51'13" E 2644.41 feet between found brass caps at the Southwest corner and the South quarter corner of Section 11, T21N, R7E, G&SRB&M

Monuments at Bearing Points: AS Stamped as shown

Basis of Elevations: NGS Station



VICINITY MAP
N.T.S.

FEMA DESIGNATION

THE PROJECT AREA IS ENTIRELY WITHIN ZONE C AS DESIGNATED BY FEMA FIRM'S 040020 0002C AND 040020 0007D. FEMA DESIGNATES ZONE C AS "AREAS OF MINIMAL FLOODING."

BENCH MARK

THE SITE BENCHMARK FOR THIS PROJECT IS A FOUND 3" BRASS CAP MONUMENT (CONTROL POINT #231) AT THE NORTHEAST CORNER OF SECTION 15 (C.O.F. POINT #720118). (NGVD 29) ELEVATION = 7,100.361 FEET

NOTE

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFICATED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS within UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
A. REMOVABLE WOOD, WIRE, OR SECTION-TYPE FENCING
B. CONSTRUCTION, STRUCTURES, OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

CERTIFICATE OF LAND SURVEYOR

This is to certify that the survey of the property described and platted hereon was made under my direction and supervision and is accurately represented on the plat.
I also certify that the plat is in substantial conformance to the approved tentative plat and that this plat is correct and accurate as shown to the best of my knowledge and belief.

Registered Land Surveyor Thomas J. Burlin

Date 12/16/08

Expires 3/31/2010

DEVELOPER/OWNER:

MAY DEVCO, LLC c/o
CAVAN MANAGEMENT SERVICES, L.L.C.
15333 NORTH PIMA ROAD, SUITE 305
SCOTTSDALE, AZ 85260
(480) 627-7000

SURVEYOR:

SHEPHARD-WESNITZER, INC.
THOMAS J. BURLIN
110 WEST DALE AVE. SUITE 1
FLAGSTAFF, AZ 86001
(928)773-0354

ENGINEER:

SHEPHARD-WESNITZER, INC.
JOHN L. CARR
110 WEST DALE AVE. SUITE 1
FLAGSTAFF, AZ 86001
(928)773-0354

BASIS OF BEARINGS AND COORDINATES

LINEAR UNIT: INTERNATIONAL FEET
GEODETIC DATUM: NAD 83 (2002.0)
VERTICAL DATUM: NGVD 29 (SEE BELOW)
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION PROJECTION (OS)

PROJECTION:
TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN: 35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN: 111° 37' 00" W
NORTHING AT GRID ORIGIN: 0.0 FT
EASTING AT CENTRAL MERIDIAN: 70,000 FT
CENTRAL MERIDIAN SCALE FACTOR: 1.0003333 (EXACT)

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODETIC NORTH. NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM CITY OF FLAGSTAFF CONTROL POINT 1720110 (NGVD 29) USING GPS WITH NGS GEOID MODEL "GEOID03". ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE PUBLISHED ELEVATION OF THIS STATION.

THE SURVEY WAS CONDUCTED USING GPS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). LOCAL NETWORK ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL, AND ARE BASED ON AN APPROPRIATELY CONSTRAINED LEAST-SQUARES ADJUSTMENT OF OVER-DETERMINED AND STATISTICALLY INDEPENDENT OBSERVATIONS.

BEARING AND DISTANCE BETWEEN CITY OF FLAGSTAFF POINT 1620000 AND 1720110: S 36° 51' 10" E 1,908.36 FT

POINT #31 (COF # 1620000)
NGS DISK IN CONCRETE STAMPED "FLAGSTAFF NGVM 1991" (FD0434)

LATITUDE = 35° 13' 53.84786" N	NORTHING = 78,170,783 FT	ESTIMATED ACCURACY
LONGITUDE =111° 38' 08.84146" W	EASTING = 64,801.353 FT	HORIZ = NOT ADJUSTED
ELLIPSOID HEIGHT = 7,038.836 FT	ELEVATION = 7,111.107 FT	VERT = NOT ADJUSTED

POINT #230 3" ALUM. CAP USGS/AFS 1996 RPE

LATITUDE = 35° 12' 38.45829" N	NORTHING = 78,711,776 FT	ESTIMATED ACCURACY
LONGITUDE =111° 38' 24.31348" W	EASTING = 63,001.238 FT	HORIZ = ±0.051 FT
ELLIPSOID HEIGHT = 6,908.348 FT	ELEVATION = 6,981.825 FT	VERT = ±0.081 FT

POINT #234 (COF # 1720118) "SITE BENCHMARK" 3" BRASS CAP USC&GS 1991

LATITUDE = 35° 12' 38.53433" N	NORTHING = 78,721,886 FT	ESTIMATED ACCURACY
LONGITUDE =111° 37' 52.41747" W	EASTING = 63,648.880 FT	HORIZ = ±0.048 FT
ELLIPSOID HEIGHT = 7,027.830 FT	ELEVATION = 7,100.361 FT	VERT = ±0.055 FT

POINT #1329 3" ALUM. CAP 1/4 S15-S16 2003 RLS 26409

LATITUDE = 35° 12' 11.84293" N	NORTHING = 77,007.898 FT	ESTIMATED ACCURACY
LONGITUDE =111° 37' 51.60453" W	EASTING = 65,715.853 FT	HORIZ = ±0.187 FT
ELLIPSOID HEIGHT = 6,932.443 FT	ELEVATION = 7,005.048 FT	VERT = ±0.101 FT

UTILITY COMPANY APPROVALS

Mark Montoya — ARIZONA PUBLIC SERVICE — 3-7-08 DATE
Eric Dixon — UNISOURCE ENERGY SERVICES — 3-6-08 DATE
— QWEST COMMUNICATIONS — 3-4-08 DATE
— COX CABLE — 3-7-08 DATE

CITY OF FLAGSTAFF APPROVALS

CITY OF FLAGSTAFF
It is hereby certified that this plat has been officially approved for the record by the Council of the City of Flagstaff, Coconino County, Arizona, on the 28 day of MARCH, 2008

BY: _____ Mayor
ATTEST: _____ City Clerk

It is hereby certified that this plat has been officially approved for the record by the Development Review Board of Flagstaff, Arizona, on the 31 day of January 2008.

BY: _____ Chairperson
ATTEST: _____ City Engineer

RATIFICATION STATEMENT

The undersigned, on behalf of Reliance Bank, an Authorized Corporation, holding an interest in the real property herein described pursuant to that certain deed of trust and assignment of rents recorded in instrument number 3482429 records of Coconino County, Arizona, hereby ratifies this subdivision plat. The undersigned further agrees that on foreclosure, trustee's sale or exercise of any remedy under the instruments whereby the undersigned acquired its respective interest in the property shall extend, extinguish or otherwise affect the validity or applicability of this plat. The holder does consent to the dedication of roadways and granting of easements.

By: _____ Date: MAY 9 2008
(NAME)

1-800-STAKE-IT

REVISIONS			
NO.	DESCRIPTION	DATE	BY

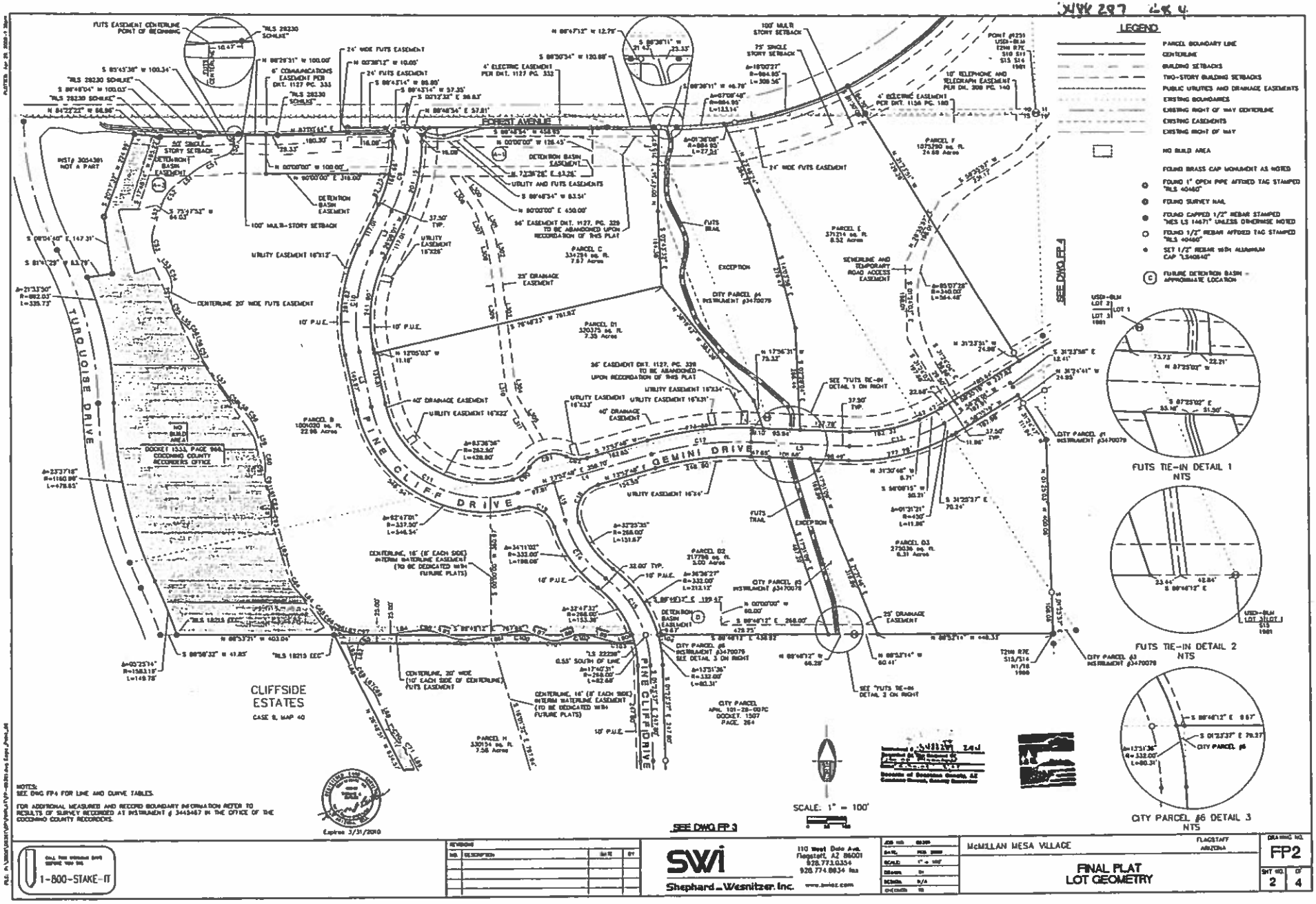
SWI Shephard—Wesnitzer, Inc.
110 West Dale Ave.
Flagstaff, AZ 86001
928.773.0354
928.774.8834 fax
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McMILLAN MESA VILLAGE — FLAGSTAFF ARIZONA

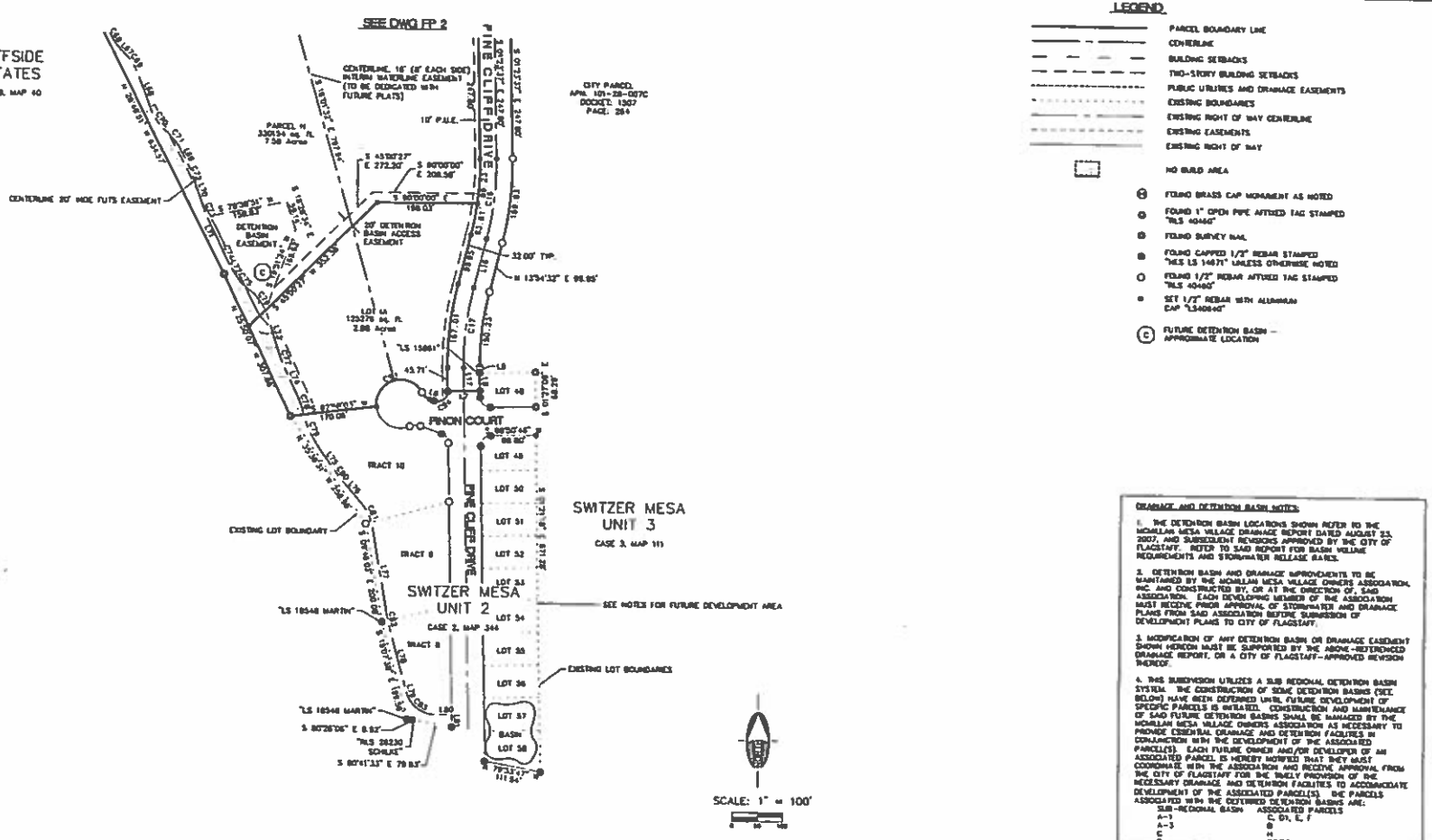
FINAL PLAT
COVER PAGE

DRAWING NO. FP1
SHT NO. 1 OF 4

Official Records of Coconino County, Arizona
Instrument 3458287 Book 4 Page 1


LEGEND
PARCEL BOUNDARY LINE
CENTERLINE
BUILDING SETBACKS
TWO-STORY BUILDING SETBACKS
PUBLIC UTILITIES AND DRAINAGE EASEMENTS
EXISTING BOUNDARIES
EXISTING RIGHT OF WAY CENTERLINE
EXISTING EASEMENTS
EXISTING RIGHT OF WAY
NO BUILD AREA
FOUND BRASS CAP MONUMENT AS NOTED
FOUND 1" OPEN PIPE AFFIXED TAG STAMPED "RLS 40460"
FOUND SURVEY NAIL
FOUND CAPPED 1/2" REBAR STAMPED "NES LS 14671" UNLESS OTHERWISE NOTED
FOUND 1/2" REBAR AFFIXED TAG STAMPED "RLS 40460"
SET 1/2" REBAR WITH ALUMINUM CAP "LS40460"
FUTURE DETENTION BASIN - APPROXIMATE LOCATION
FORREST AVENUE
TURQUOISE DRIVE
PINE CLIFF DRIVE
GEMINI DRIVE
CLIFFSIDE ESTATES
CASE 9, MAP 40
SEE DWG FP 4
SEE DWG FP 3
FUTS TIE-IN DETAIL 1
NTS
FUTS TIE-IN DETAIL 2
NTS
CITY PARCEL #6 DETAIL 3
NTS
SCALE: 1" = 100'
NOTES:
SEE DWG FP4 FOR LINE AND CURVE TABLES.
FOR ADDITIONAL MEASURED AND RECORD BOUNDARY INFORMATION REFER TO RESULTS OF SURVEY RECORDED AT INSTRUMENT # 3445467 IN THE OFFICE OF THE COCONINO COUNTY RECORDERS.
Expires 3/31/2010
1-800-STAKE-IT
SWI
Shephard-Wesnitzer, Inc.
110 West Dale Ave.
Flagstaff, AZ 86001
928.773.0354
928.774.8834 fax
www.swiaz.com
McMILLAN MESA VILLAGE
FLAGSTAFF
ARIZONA
FINAL PLAT
LOT GEOMETRY
DRAWING NO.
FP2
SHT NO. 2
OF 4

3488287 3 of 4



LEGEND

- PARCEL BOUNDARY LINE
- CENTERLINE
- BUILDING SETBACKS
- TWO-STORY BUILDING SETBACKS
- PUBLIC UTILITIES AND DRAINAGE EASEMENTS
- EXISTING BOUNDARIES
- EXISTING RIGHT OF WAY CENTERLINE
- EXISTING EASEMENTS
- EXISTING RIGHT OF WAY
- NO BUILD AREA
- FOUND BRASS CAP MONUMENT AS NOTED
- FOUND 1" OPEN PIPE ATTACH TAG STAMPED "RLS 40460"
- FOUND SURVEY NAIL
- FOUND CAPPED 1/2" REBAR STAMPED "NES LS 14671" UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR ATTACH TAG STAMPED "RLS 40460"
- SET 1/2" REBAR WITH ALUMINUM CAP "LS40460"
- (E) FUTURE DETENTION BASIN – APPROXIMATE LOCATION

DRAINAGE AND DETENTION BASIN NOTES:

1. THE DETENTION BASIN LOCATIONS SHOWN REFER TO THE MCMILLAN MESA VILLAGE DRAINAGE REPORT DATED AUGUST 23, 2007, AND SUBSEQUENT REVISIONS APPROVED BY THE CITY OF FLAGSTAFF. REFER TO SAID REPORT FOR BASIN VOLUME REQUIREMENTS AND STORMWATER RELEASE RATES.

2. DETENTION BASIN AND DRAINAGE IMPROVEMENTS TO BE MAINTAINED BY THE MCMILLAN MESA VILLAGE OWNERS ASSOCIATION, INC. AND CONSTRUCTED BY, OR AT THE DIRECTION OF, SAID ASSOCIATION. EACH DEVELOPING MEMBER OF THE ASSOCIATION MUST RECEIVE PRIOR APPROVAL OF STORMWATER AND DRAINAGE PLANS FROM SAID ASSOCIATION BEFORE SUBMISSION OF DEVELOPMENT PLANS TO CITY OF FLAGSTAFF.

3. MODIFICATION OF ANY DETENTION BASIN OR DRAINAGE EASEMENT SHOWN HEREON MUST BE SUPPORTED BY THE ABOVE-REFERENCED DRAINAGE REPORT, OR A CITY OF FLAGSTAFF-APPROVED REVISION THEREOF.

4. THIS SUBDIVISION UTILIZES A SUB REGIONAL DETENTION BASIN SYSTEM. THE CONSTRUCTION OF SOME DETENTION BASINS (SEE BELOW) HAVE BEEN DEFERRED UNTIL FUTURE DEVELOPMENT OF SPECIFIC PARCELS IS INITIATED. CONSTRUCTION AND MAINTENANCE OF SAID FUTURE DETENTION BASINS SHALL BE MANAGED BY THE MCMILLAN MESA VILLAGE OWNERS ASSOCIATION AS NECESSARY TO PROVIDE ESSENTIAL DRAINAGE AND DETENTION FACILITIES IN CONJUNCTION WITH THE DEVELOPMENT OF THE ASSOCIATED PARCEL(S). EACH FUTURE OWNER AND/OR DEVELOPER OF AN ASSOCIATED PARCEL IS HEREBY NOTIFIED THAT THEY MUST COORDINATE WITH THE ASSOCIATION AND RECEIVE APPROVAL FROM THE CITY OF FLAGSTAFF FOR THE TIMELY PROVISION OF THE NECESSARY DRAINAGE AND DETENTION FACILITIES TO ACCOMMODATE DEVELOPMENT OF THE ASSOCIATED PARCEL(S). THE PARCELS ASSOCIATED WITH THE DEFERRED DETENTION BASINS ARE:

SUB-REGIONAL BASIN	ASSOCIATED PARCELS
A-3	C, D1, E, F
A-3	B
C	H
B	G2,D3

NOTES:
SEE DWG FP4 FOR LINE AND CURVE TABLES.

FOR ADDITIONAL MEASURED AND RECORD BOUNDARY INFORMATION REFER TO RESULTS OF SURVEY RECORDED AT INSTRUMENT # 3443467 IN THE OFFICE OF THE COCONINO COUNTY RECORDERS.

THE AREA SHOWN HEREON AND KNOWN AS SWITZER MESA, UNIT 2 IS FOR REFERENCE ONLY AND IS DESIGNATED FOR FUTURE DEVELOPMENT. A SEPARATE PLAT WILL BE PREPARED SHOWING THE DETAILS FOR THIS FUTURE DEVELOPMENT AREA.

Recorded at the request of Shepherd Wesnitzer, Inc.
Coconino County, Arizona
Deputy Recorder

CALL THE utility locate service 1-800-STAKE-IT

REVISIONS			
NO.	DESCRIPTION	DATE	BY

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

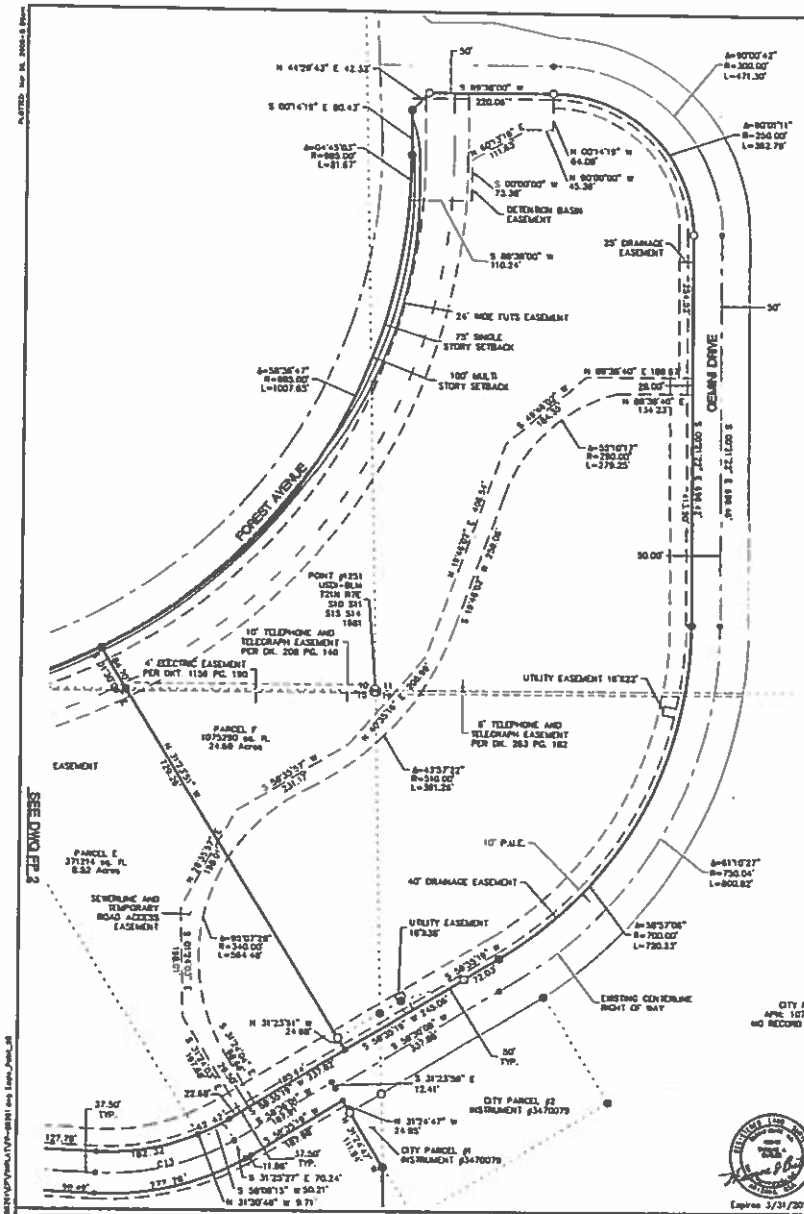
JOB NO.	05304
DATE	FEB. 2008
SCALE	1" = 100'
DRAWN	DH
DESIGN	R/A
CHECKED	TB

McMILLAN MESA VILLAGE — FLAGSTAFF ARIZONA

FINAL PLAT
LOT GEOMETRY

DRAWING NO. FP3
SHT NO. 3 OF 4

3488257 484



LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 00°17'22" E	85.93'
L2	S 39°09'01" W	117.08'
L3	S 12°02'03" E	145.97'
L4	N 73°57'46" E	261.86'
L5	S 87°23'02" E	253.62'
L6	N 71°17'27" W	18.34'
L7	N 88°38'57" E	64.08'
L8	S 01°36'33" E	35.39'
L9	N 00°18'34" W	16.18'
L10	N 14°07'13" W	109.35'
L11	S 17°54'32" W	98.05'
L12	S 01°17'23" E	45.58'
L13	S 44°48'53" W	28.28'
L14	N 45°11'20" W	28.21'
L15	S 02°03'17" W	20.08'
L16	S 33°38'17" W	127.17'
L17	S 18°04'53" W	61.64'
L18	S 41°46'51" E	9.31'
L19	S 00°29'44" W	27.62'
L20	S 17°41'13" E	16.26'
L21	S 15°29'39" E	111.00'
L22	S 34°38'40" E	108.88'
L23	S 52°26'48" E	12.84'
L24	S 17°48'34" E	67.12'
L25	S 01°55'17" W	54.38'
L26	S 15°58'18" E	36.04'
L27	S 00°00'00" E	24.48'
L28	S 18°38'29" E	138.97'
L29	S 43°16'30" E	67.61'
L30	S 19°55'49" E	78.13'
L31	S 19°55'49" E	4.29'
L32	S 45°08'16" E	13.77'
L33	S 71°16'16" E	177.98'
L34	S 26°48'51" E	140.23'
L35	S 19°13'00" E	83.36'
L36	S 23°13'28" E	80.25'
L37	S 39°48'48" E	78.78'
L38	S 18°04'48" E	78.04'
L39	S 22°28'30" E	60.47'
L40	S 35°06'49" E	63.31'
L41	S 46°39'23" E	64.90'
L42	S 08°46'53" E	184.87'
L43	S 13°07'30" E	143.08'
L44	N 13°07'30" W	10.89'
L45	N 86°36'51" E	30.06'
L46	S 09°23'31" E	19.27'
L47	N 10°36'31" E	53.77'
L48	N 80°00'00" E	10.00'
L49	N 82°26'41" E	76.71'
L50	S 71°17'39" E	47.82'
L51	N 80°17'18" E	172.62'
L52	S 67°36'21" E	30.85'
L53	N 71°13'05" E	61.04'
L54	S 75°46'54" E	71.31'
L55	N 78°48'53" E	78.34'
L56	S 34°23'46" E	109.87'
L57	S 71°36'19" E	75.34'
L58	S 10°23'27" E	78.88'
L59	S 08°46'40" E	294.85'
L60	S 81°37'39" E	46.37'
L61	S 30°21'21" E	133.32'
L62	S 34°23'46" E	108.35'
L63	S 31°36'15" E	70.08'
L64	S 10°23'27" E	73.34'
L65	S 08°46'40" E	294.41'
L66	S 81°37'39" E	24.38'
L67	S 30°21'21" E	133.77'

CURVE TABLE

NUMBER	DEFLECTION ANGLE	DEGREE OF CURVE - ARC	ARC LENGTH	TANGENT	RADIUS
C1	26°20'51"	11°19'26"	183.91	83.61	400.00
C10	38°13'04"	11°19'26"	266.81	138.59	400.00
C11	94°02'08"	19°05'54"	492.37	321.91	300.00
C12	18°43'10"	87°08'43"	261.16	131.74	800.00
C13	32°28'10"	12°49'27"	255.03	131.04	456.00
C14	39°44'38"	19°05'54"	207.15	86.73	300.00
C15	50°27'53"	19°05'54"	264.23	141.38	300.00
C16	15°16'16"	08°27'45"	161.38	81.17	1605.50
C17	15°21'14"	09°38'16"	156.82	78.78	584.50
C18	83°18'53"	38°23'40"	172.19	78.47	75.00
C19	87°31'53"	76°23'40"	114.13	71.61	75.00
C20	71°30'13"	183°47'08"	63.68	35.20	35.00
C21	17°09'40"	19°05'54"	89.86	45.27	300.00
C22	34°34'29"	57°17'45"	60.36	31.12	100.00
C23	60°51'44"	57°17'45"	106.22	58.74	100.00
C24	44°07'34"	181°54'04"	53.91	28.37	70.00
C25	50°02'22"	71°37'31"	168.87	87.34	80.00
C26	37°20'48"	71°37'31"	65.16	33.20	80.00
C27	18°37'43"	32°44'26"	58.83	29.75	175.00
C28	17°48'06"	57°17'45"	31.07	15.66	100.00
C29	36°48'21"	57°17'45"	80.52	41.22	100.00
C30	19°37'11"	57°17'45"	34.26	17.27	100.00
C31	16°54'18"	105°42'54"	54.18	27.88	54.30
C32	13°50'17"	114°35'30"	13.80	7.00	30.00
C33	16°19'54"	71°39'16"	22.87	11.51	80.24
C34	24°38'36"	57°17'45"	42.78	21.73	100.00
C35	11°08'53"	71°37'31"	15.57	7.81	80.00
C36	31°34'16"	57°17'45"	55.68	28.58	100.00
C37	44°06'28"	114°35'30"	38.48	20.38	30.00
C38	29°10'30"	57°17'45"	43.84	22.33	100.00
C39	23°30'00"	57°17'45"	41.00	20.80	100.00
C40	28°38'29"	57°17'45"	51.73	26.46	100.00
C41	26°04'54"	57°17'45"	47.03	23.83	105.00
C42	07°18'47"	57°17'45"	12.79	6.36	100.00
C43	88°40'15"	57°17'45"	8.90	6.85	100.00
C44	05°36'29"	57°17'45"	9.79	4.90	100.00
C45	23°00'54"	57°17'45"	40.13	20.35	100.00
C46	35°43'54"	57°17'45"	62.40	32.26	100.00
C47	07°33'44"	28°38'53"	26.40	13.22	200.00
C48	11°36'31"	28°38'53"	40.52	20.33	200.00
C49	71°31'45"	28°38'53"	16.24	37.91	200.00
C50	05°17'48"	57°17'45"	15.08	4.55	100.00
C51	30°53'20"	57°17'45"	53.91	27.83	100.00
C52	09°21'30"	57°17'45"	19.35	4.66	100.00
C53	79°15'39"	89°25'30"	78.88	47.10	80.00
C54	61°48'21"	76°23'40"	54.73	28.66	75.00
C55	82°48'58"	76°23'40"	108.41	66.14	75.00
C56	41°29'35"	76°23'40"	54.21	28.35	75.00
C57	136°00'38"	118°31'38"	132.37	247.08	48.00
C58	111°18'49"	298°28'44"	38.86	29.27	70.00
C59	81°38'39"	190°59'08"	67.48	25.88	30.00
C60	11°01'40"	57°17'45"	22.76	11.42	100.00
C61	20°10'21"	19°05'54"	106.42	53.77	300.00
C62	26°01'53"	57°17'45"	45.43	23.12	100.00
C63	19°21'16"	57°17'45"	68.98	34.86	100.00
C100	32°04'29"	114°35'30"	27.98	14.33	50.00
C101	41°08'36"	114°35'30"	35.90	18.77	50.00
C102	35°02'52"	114°35'30"	30.57	15.78	50.00
C103	29°29'13"	114°35'30"	25.68	13.13	50.00
C104	49°47'21"	114°35'30"	43.45	23.20	50.00

LEGEND

- PARCEL BOUNDARY LINE
- CENTERLINE
- BUILDING SETBACKS
- TWO-STORY BUILDING SETBACKS
- PUBLIC UTILITIES AND DRAINAGE EASEMENTS
- EXISTING BOUNDARIES
- EXISTING RIGHT OF WAY CENTERLINE
- EXISTING EASEMENTS
- EXISTING RIGHT OF WAY
- NO BUILD AREA
- FOUND BRASS CAP MONUMENT AS NOTED
- FOUND 1" OPEN PIPE AFFIXED TAG STAMPED "RLS 40446"
- FOUND SURVEY NAIL
- FOUND CAPPED 1/2" REBAR STAMPED "MES LS 14671" UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR AFFIXED TAG STAMPED "RLS 40446"
- SET 1/2" REBAR WITH ALUMINUM CAP "LS40446"
- FUTURE DETENTION BASIN - APPROXIMATE LOCATION

NOTE:
FOR ADDITIONAL MEASURED AND RECORD BOUNDARY INFORMATION REFER TO RESULTS OF SURVEY RECORDED AT INSTRUMENT # 3445467 IN THE OFFICE OF THE COCONINO COUNTY RECORDERS.

SCALE: 1" = 100'

Expires 3/31/2010

1-800-STAKE-II

REVISIONS			
NO.	DESCRIPTION	DATE	BY

SWI
Shephard Wesnitzer, Inc.
110 West Dale Ave.
Flagstaff, AZ 86001
928.773.0354
928.774.8834 fax
www.swiaz.com

JOB NO.	05304
DATE	FEB 2006
SCALE	1" = 100'
DRAWN BY	DH
DESIGN	N/A
CHECKED	TW

McMILLAN MESA VILLAGE
FLAGSTAFF ARIZONA

FINAL PLAT
LOT GEOMETRY

DRAWING NO. FP4
SHT NO. 4 OF 4

PLOTTED: Feb 11, 2019 - 5:20pm

ALTA/NSPS
LAND TITLE SURVEY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10,
AND THE NORTHEAST QUARTER OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN, CITY OF FLAGSTAFF,
COCONINO COUNTY, ARIZONA

LEGAL DESCRIPTION

PER COMMITMENT FOR TITLE INSURANCE ORDER NO. A-102920 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: JANUARY 11, 2019 AT 5:00 P.M.

A portion Lot 3 as shown on the Final Plat of McMillan Mesa Village Tracts E and F, Instrument Number 3760563, Official Records of Coconino County, lying within Sections 10, 11, 14 and 15, Township 21 North, Range 7 East, of the Gila Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said Lot 3, said point being in common with the northerly Right-of-Way line of North Gemini Drive as shown on Instrument recorded in Instrument 3760563, Official Records of Coconino County (herein referred to as RI) and the TRUE POINT OF BEGINNING;

Thence along the west line of said Lot 3, North 02 degrees 28 minutes 04 seconds West, 266.44 feet (Basis of Bearing, RI);

Thence continuing along said west line, North 14 degrees 03 minutes 56 seconds West, 189.23 feet;

Thence leaving said west line, North 87 degrees 33 minutes 19 seconds East, 346.58 feet to a point on the westerly Right-of-Way line of North Jasper Drive as shown on RI, and the beginning of a non-tangent curve concave to the east having a radius of 376.00 feet and being subtended by a chord which bears South 06 degrees 15 minutes 21 seconds East, 319.50 feet;

Thence along said Right-of-Way line, and southerly along said curve, 329.99 feet through a central angle of 50 degrees 17 minutes 03 seconds;

Thence continuing along said Right-of-Way line, South 31 degrees 23 minutes 52 seconds East, 83.69 feet;

Thence leaving said Right-of-Way line, South 13 degrees 35 minutes 43 seconds West, 21.21 feet to a point on the northerly Right-of-Way line of North Gemini Drive as shown on RI, and the beginning of a non-tangent curve concave to the north having a radius of 412.50 feet and being subtended by a chord which bears South 75 degrees 30 minutes 14 seconds West, 242.29 feet;

Thence along said Right-of-Way line, and westerly along said curve, 245.92 feet through a central angle of 34 degrees 09 minutes 28 seconds;

Thence continuing along said Right-of-Way line, North 87 degrees 25 minutes 02 seconds West, 127.78 feet to the TRUE POINT OF BEGINNING.



VICINITY MAP (Not to scale)

COORDINATE SYSTEM DETAILS

LINEAR UNIT: INTERNATIONAL FEET
GEODETIC DATUM: NAD 83 (2011)
VERTICAL DATUM: NAVD 88 (SEE BELOW)
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION PROJECTION

PROJECTION:
TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN: 35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN: 111° 37' 00" W
NORTHING AT GRID ORIGIN: 0.0 FT
EASTING AT CENTRAL MERIDIAN: 70,000 FT
CENTRAL MERIDIAN SCALE FACTOR: 1.000333 (EXACT)

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODETIC NORTH. NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM NGS CONTROL POINT 'AZFL' (CORS NAVD 88) USING GPS WITH NGS GEOID MODEL "GEOID12A (CONUS)". ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE PUBLISHED ELEVATION OF THIS STATION.

THE SURVEY WAS CONDUCTED USING GPS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). LOCAL NETWORK ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL AND ARE BASED ON AN APPROPRIATELY CONSTRAINED LEAST-SQUARES ADJUSTMENT OF STATISTICALLY INDEPENDENT OBSERVATIONS.

POINT # 4251 3" BRASS CAP USDI-BLM 1981
LATITUDE = N35°12'38.55632" NORTHING = 76721.086 FT ESTIMATED ACCURACY
LONGITUDE = W111°37'52.41747" EASTING = 76721.086 FT HORIZ = ±0.051 FT
ELLIPSOID HEIGHT = 7027.83 FT ELEVATION = 7100.402 FT VERT = ±0.061 FT

POINT # 4000 2" ALUMINUM CAP "COF 40321"
LATITUDE = N35°12'36.86546" NORTHING = 65519.087 FT ESTIMATED ACCURACY
LONGITUDE = W111°37'53.98090" EASTING = 76550.088 FT HORIZ = ±0.048 FT
ELLIPSOID HEIGHT = 7017.788 FT ELEVATION = 7090.321 FT VERT = ±0.069 FT

POINT # 3068 NAIL IN CONCRETE
LATITUDE = N35°12'38.27311" NORTHING = 76692.569 FT ESTIMATED ACCURACY
LONGITUDE = W111°38'02.11052" EASTING = 64844.278 FT HORIZ = ±0.036 FT
ELLIPSOID HEIGHT = 6998.673 FT ELEVATION = 7071.189 FT VERT = ±0.054 FT

SCHEDULE B ITEMS

THE FOLLOWING LIST CONSISTS OF THE SCHEDULE B EXCEPTIONS PER COMMITMENT FOR TITLE INSURANCE ORDER NO. A-102920 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: JANUARY 11, 2019 AT 5:00 P.M.

ITEM NO.	BOOK/PAGE	DESCRIPTION	LOCATION
1	N/A	CURRENT OR PRIOR TAX ASSEMENT	N/A
2	N/A	INTENTIONALLY DELETED	N/A
3	N/A	TAXES/ASSESMENTS 2018	N/A
4	N/A	LIABILITIES AND OBLIGATION	N/A
5	N/A	RESERVATIONS AND EXCEPTIONS	N/A
6	N/A	WATER RIGHTS	N/A
7	DOCKET 1156, PAGE 190	ELECTRICAL LINE EASEMENT	AS SHOWN
8	DOCKET 1531, PAGE 90	PUBLIC ROW EASEMENT	CURRENTLY A PORTION OF EXISTING GEMINI DRIVE
9	INST. #3084268, 3087622, 3120952 3376524, 3470071, 3582684, 3672665, 3761162	RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES, OBLIGATIONS	N/A
10	INST. #3220486, 3480611, 3529585, 3582684	RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES, OBLIGATIONS	N/A
11	INST. #3432671	DEVELOPMENT AGREEMENT	N/A
12	INST. #3488287, 3514405	EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS	AS SHOWN
13	INST. #3488288	CITY/SUBDIVIDER AGREEMENT	N/A
14	INST. #3488289, 2485980, 3582684, 3672665, 3725664	RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES, OBLIGATIONS	N/A
15	INST. # 3488289, 3485979	INTENTIONALLY DELETED	N/A
16	INST. #3760562	CITY/SUBDIVIDER AGREEMENT	N/A
17	INST. # 3760563	EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS	AS SHOWN
18	N/A	RIGHTS OF PARTIES IN POSSESSION	N/A
19	N/A	ALTA SURVEY DATED 4/19/2018	REFERENCE DOCUMENT, SHEET 2
20	INST. #3828885	COMBINATION/SPLIT REQUEST	AS SHOWN
21	N/A	2019 TAXES AND ASSESSMENTS	N/A

ZONING CLASSIFICATION

RESEARCH AND DEVELOPMENT (RD)
CITY OF FLAGSTAFF LAND DEVELOPMENT CODE SEC. 10-40.30.025 (RD)

-SETBACK FRONT
(MIN.): 25'

-SETBACK REAR
ADJACENT TO RESIDENTIAL(MIN.): 15'
ALL OTHER USES(MIN.): 10'

-SETBACK SIDE
ADJACENT TO RESIDENTIAL(MIN.): 15'
ALL OTHER USES(MIN.): 0'
EXTERIOR (MIN.) 15'

-BUILDING HEIGHT (MAX.): 60'
-COVERAGE (MAX.): 25%
-GROSS FAR (MAX.): 0.5
-LOT REQUIREMENTS
AREA GROSS (MIN.): 20,000 SF
WIDTH (MIN.): 75'
DEPTH (MIN.): --

FLOOD ZONE CLASSIFICATION

ZONE 'X' - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

(PER FEMA FLOOD INSURANCE RATE MAP NUMBER 04005C6809G, EFFECTIVE DATE 9-03-2010).

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER - NOTES, LEGAL DESCRIPTION
2	SUBJECT PARCEL GEOMETRY
3	TOPOGRAPHIC FEATURES

NOTES:

AS TO THE TITLE MATTERS SHOWN HEREON, SHEPHARD-WESNITZER, INC. HAS RELIED ON THE COMMITMENT FOR TITLE INSURANCE ORDER NO. A-102920 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: JANUARY 11, 2019 AT 5:00 P.M.

SHEPHARD-WESNITZER, INC. AND AARON D. BORLING, RLS, MAKES NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE SUBJECT COMMITMENT FOR TITLE INSURANCE.

AS FOR THE BOUNDARY INFORMATION SHOWN HEREON, SHEPHARD-WESNITZER, INC. HAS RELIED ON RECORD INFORMATION PROVIDED IN THE COMMITMENT FOR TITLE INSURANCE ORDER NO. A-102920 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: JANUARY 11, 2019 AT 5:00 P.M.

NO OTHER REFERENCE INFORMATION NOT LISTED IN THE CURRENT TITLE REPORT OR SHOWN HEREON WAS RESEARCHED, REFERENCED, OR MADE A PART OF THIS SURVEY.

TOPOGRAPHIC INFORMATION SHOWN HEREON WAS OBTAINED BY SHEPHARD-WESNITZER, INC. IN JANUARY 2018. UTILITY LOCATIONS SHOWN HEREON ARE BASED ON THE LOCATION OF ABOVE-GROUND APPURTENANCES, AVAILABLE UTILITY BLUE-STAKE MARKINGS, AND CITY OF FLAGSTAFF GIS UTILITY MAPS. FOR ACCURATE UTILITY LOCATIONS, ADDITIONAL UTILITY POT-HOLING AND/OR BLUE-STAKING MAY BE REQUIRED TO REVEAL ACTUAL UNDERGROUND LOCATIONS.

THE SUBJECT PROPERTY HAS DIRECT ACCESS TO N. JASPER DRIVE AND N. GEMINI DRIVE, A PUBLIC RIGHT-OF-WAY AS SHOWN.

NO ENCROACHMENTS ONTO THE SUBJECT PROPERTY WERE OBSERVED DURING THE COURSE OF THIS SURVEY.

LAND SURVEYOR CERTIFICATE:

TO: FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 6, 7(a), 7(b)(1), 7(c), 8, 11, 13 FROM TABLE A THEREOF. THE FILED WORK WAS COMPLETED IN APRIL, 2018.

DATE OF PLAT OR MAP: 2-11-2019

Aaron D. Borling, RLS 48756

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

REVISIONS			
NO.	DESCRIPTION	DATE	BY

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

JOB NO:	18051
DATE:	2-11-2019
SCALE:	AS SHOWN
DRAWN:	MJR
DESIGN:	
CHECKED:	ADB

HIGHGATE FLAGSTAFF
FLAGSTAFF, ARIZONA

ALTA/NSPS LAND TITLE SURVEY
APN: 101-46-012A

REGISTERED LAND SURVEYOR AARON D. BORLING 48756 ARIZONA U.S.A. Expires 12/31/19

DRAWING NO. A1

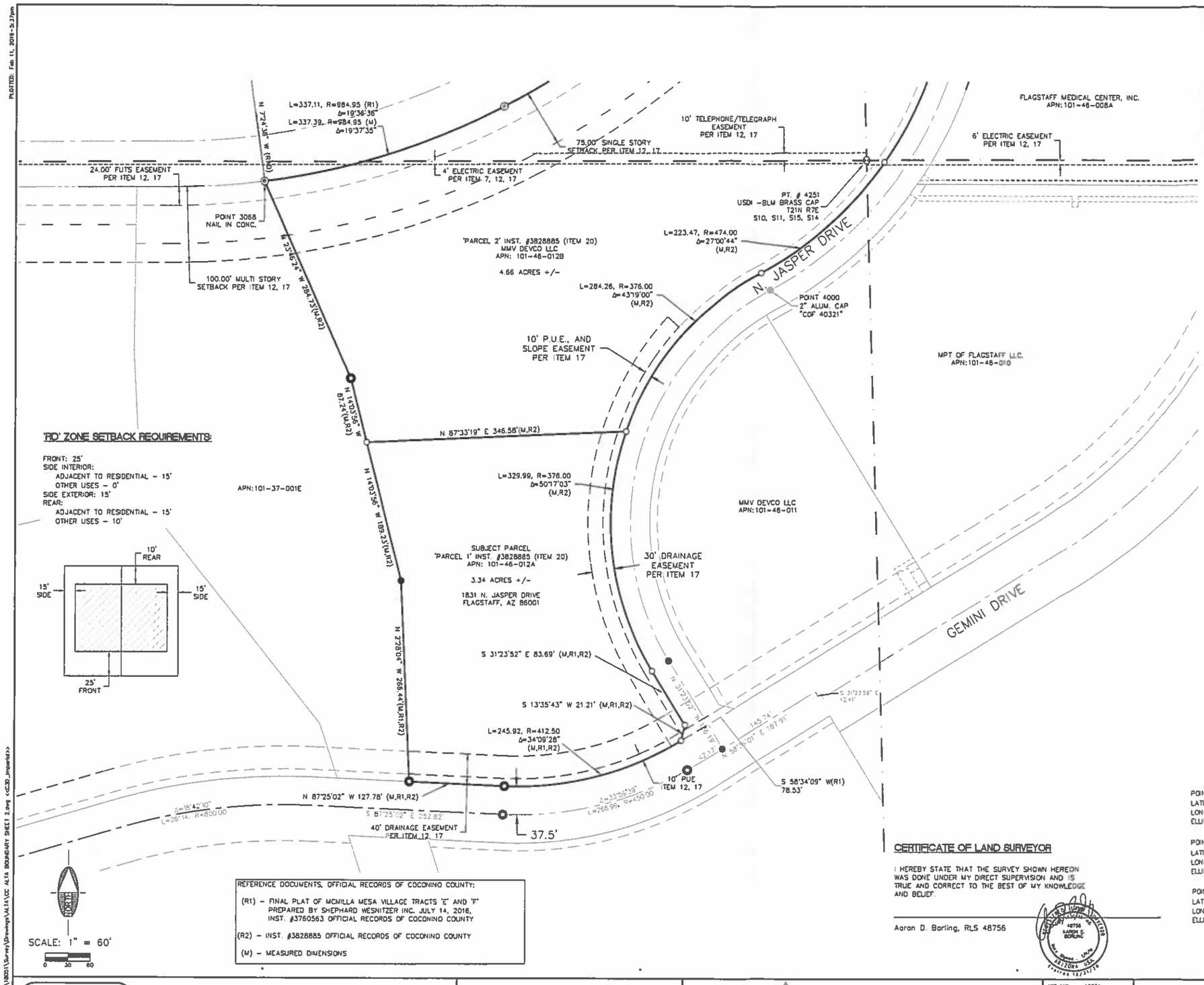
SHT NO. 1 OF 3

FILE: P:\2018\18051\Survey\Drawings\ALTA\DWGS\ SHEET.dwg <<3D_Layout>>

PLOTTED: Feb 11, 2019 - 2:37pm

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, AND THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST GILA AND SALT RIVER MERIDIAN, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA



REFERENCE DOCUMENTS, OFFICIAL RECORDS OF COCONINO COUNTY:

(R1) - FINAL PLAT OF MCMILLA MESA VILLAGE TRACTS 'E' AND 'F' PREPARED BY SHEPHARD WESNITZER INC. JULY 14, 2016, INST. #3760563 OFFICIAL RECORDS OF COCONINO COUNTY

(R2) - INST. #3828885 OFFICIAL RECORDS OF COCONINO COUNTY

(M) - MEASURED DIMENSIONS

LEGEND

- PARCEL BOUNDARY LINE
- EASEMENTS AS NOTED
- SECTION LINE
- SETBACK AS NOTED
- SETBACK AS NOTED
- ADJACENT PARCEL / RIGHT-OF-WAY
- CENTERLINE

- FOUND SECTION CORNER MONUMENT AS NOTED
- FOUND 2" ALUMINUM CAP "SWI 40640"
- FOUND 2" ALUMINUM CAP "COF 40321" UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR W/ TAG STAMPED "RLS 40460"
- FOUND SURVEY NAIL
- SET 1/2" REBAR W/ ALUM. CAP "RLS 48756"

COORDINATE SYSTEM DETAILS

LINEAR UNIT:	INTERNATIONAL FEET
GEODETIC DATUM:	NAD 83 (2011)
VERTICAL DATUM:	NAVD 88 (SEE BELOW)
SYSTEM:	CITY OF FLAGSTAFF LOW DISTORTION PROJECTION

PROJECTION:
TRANSVERSE MERCATOR

LATITUDE OF GRID ORIGIN:	35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN:	111° 37' 00" W
NORTHING AT GRID ORIGIN:	0.0 FT
EASTING AT CENTRAL MERIDIAN:	70,000 FT
CENTRAL MERIDIAN SCALE FACTOR:	1.000333 (EXACT)

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODETIC NORTH. NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM NGS CONTROL POINT 'AZFL' (CORS NAVD 88) USING GPS WITH NGS GEOID MODEL "GEOID12A (CONUS)". ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE PUBLISHED ELEVATION OF THIS STATION.

THE SURVEY WAS CONDUCTED USING GPS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). LOCAL NETWORK ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL AND ARE BASED ON AN APPROPRIATELY CONSTRAINED LEAST-SQUARES ADJUSTMENT OF STATISTICALLY INDEPENDENT OBSERVATIONS.

POINT # 4251 3" BRASS CAP USDI-BLM 1981

LATITUDE = N35°12'38.55632"	NORTHING = 76721.086 FT	ESTIMATED ACCURACY
LONGITUDE = W111°37'52.41747"	EASTING = 76721.086 FT	HORIZ = ±0.051 FT
ELLIPSOID HEIGHT = 7027.83 FT	ELEVATION = 7100.402 FT	VERT = ±0.061 FT

POINT # 4000 2" ALUMINUM CAP "COF 40321"

LATITUDE = N35°12'36.86546"	NORTHING = 65519.087 FT	ESTIMATED ACCURACY
LONGITUDE = W111°37'53.98090"	EASTING = 76550.088 FT	HORIZ = ±0.046 FT
ELLIPSOID HEIGHT = 7017.788 FT	ELEVATION = 7090.321 FT	VERT = ±0.069 FT

POINT # 3068 NAIL IN CONCRETE

LATITUDE = N35°12'38.27311"	NORTHING = 76692.569 FT	ESTIMATED ACCURACY
LONGITUDE = W111°38'02.11052"	EASTING = 64844.278 FT	HORIZ = ±0.036 FT
ELLIPSOID HEIGHT = 6998.673 FT	ELEVATION = 7071.189 FT	VERT = ±0.054 FT

CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Aaron D. Borling, RLS 48756

STATE OF ARIZONA — 48756 — AARON D. BORLING — Not Valid Without Signature — REGISTERED LAND SURVEYOR — EXPIRES 12/31/19

CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-STAKE-IT

NO.	DESCRIPTION	DATE	BY

Shephard Wesnitzer, Inc.

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

JOB NO:	18051
DATE:	2-11-2019
SCALE:	1"=80'
DRAWN:	MJR
DESIGN:	
CHECKED:	ADB

HIGHGATE FLAGSTAFF — FLAGSTAFF, ARIZONA

ALTA/NSPS LAND TITLE SURVEY
APN: 101-46-012

DRAWING NO. A2

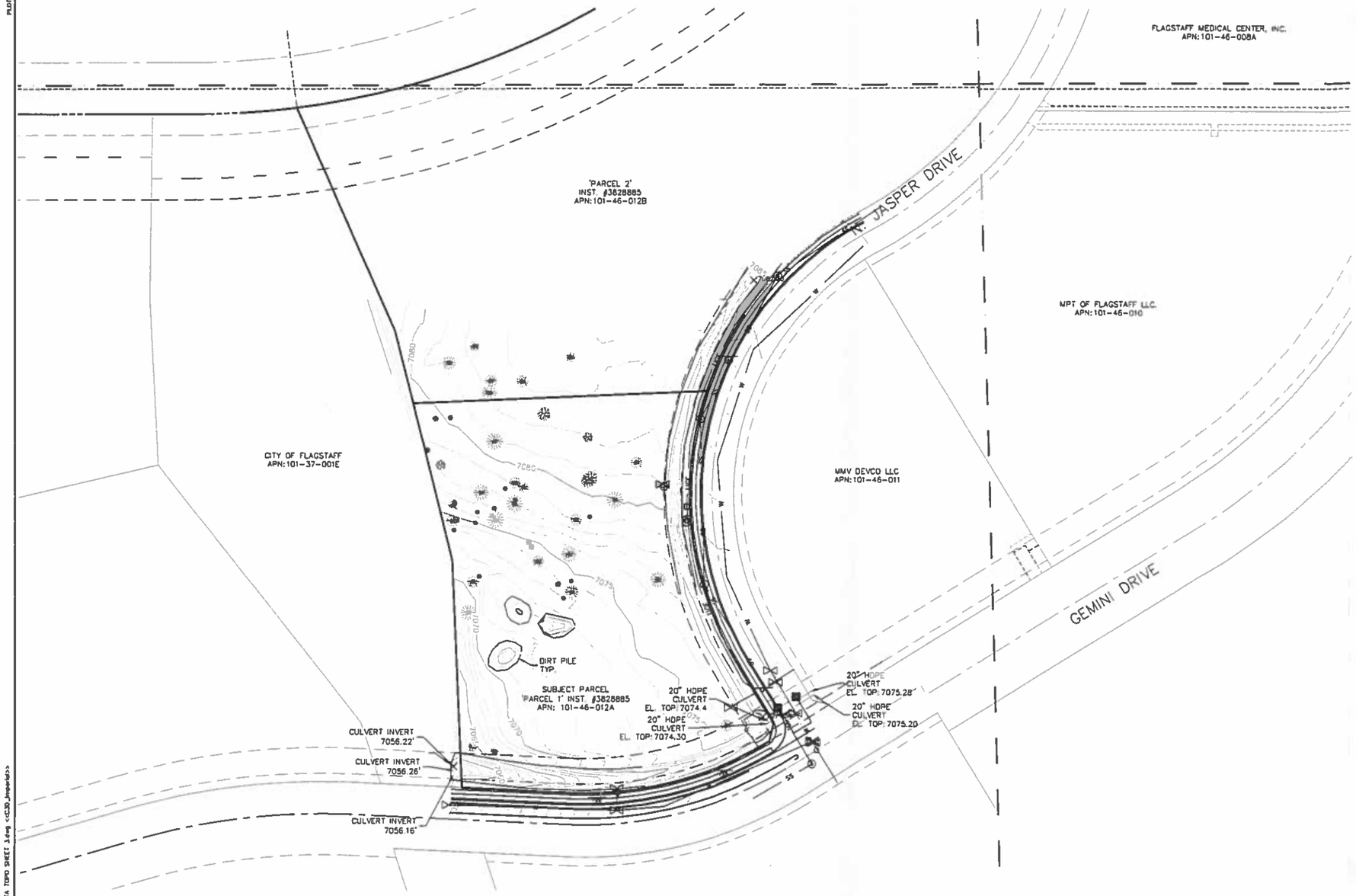
SHT NO. 2 OF 3

FILE: P:\2018\18051\Survey\Drawings\ALTA\CC ALTA BOUNDARY SHEET 2.dwg <<CED_project>>

PLOTTED: Feb 11, 2018 - 5:40pm

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10,
AND THE NORTHEAST QUARTER OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN, CITY OF FLAGSTAFF,
COCONINO COUNTY, ARIZONA



LEGEND

- CONTOUR LINES
- PARCEL BOUNDARY LINE
- EDGE OF ASPHALT
- EDGE OF CURB/GUTTER
- EDGE OF CONCRETE
- CENTERLINE
- EDGE OF BUILDING
- UE — UNDERGROUND ELECTRIC LINE
- G — UNDERGROUND GAS LINE
- W — WATER LINE
- SS — SANITARY SEWER LINE
- PAINT STRIPE
- (S) SEWER MANHOLE TOP
- SEWER VALVE
- WATER VALVE
- (Te) TELEPHONE RISER
- (G) GAS RISER
- (Tr) ELECTRIC TRANSFORMER
- (Pu) ELECTRIC PULLBOX
- SIGN
- FIRE HYDRANT
- CATCH BASIN/GRATE
- PINE TREE
- JUNIPER TREE

SCALE: 1" = 60'

0 30 60

CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Aaron D. Borling, RLS 48756

48756 AARON D. BORLING ARIZONA USA Expires 12/31/19

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

NO.	DESCRIPTION	DATE	BY

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

JOB NO:	18051
DATE:	2-11-2018
SCALE:	1"=60'
DRAWN:	MJR
DESIGN:	
CHECKED:	ADB

HIGHGATE FLAGSTAFF — FLAGSTAFF, ARIZONA

ALTA/NSPS LAND TITLE SURVEY
APN: 101-46-012

DRAWING NO. A3

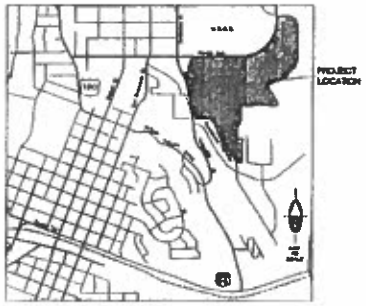
SHT NO 3 OF 3

FILE: P:\2018\18051\Survey\Drawings\ALTA\ALTA TOPO SHEET 3.dwg <<3D Imperial>>

CITY OF FLAGSTAFF

McMillan Mesa Village
Natural Resource Protection Plan
COVER PAGE

LOCATED WITHIN THE NE ¼ OF SECTION 10,
THE NW ¼ OF SECTION 14, THE SE ¼ OF SECTION 10,
AND THE SW ¼ OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 7 EAST GILA
AND SALT RIVER BASE AND MERIDIAN
FLAGSTAFF, ARIZONA, COCONINO COUNTY



VICINITY MAP

OWNER/DEVELOPER:
Crown Opportunity Fund, L.L.C.
15333 North Pima Road, Suite 305
Scottsdale, Arizona 85260
(480) 627-7000

SURVEYOR:
Shepherd-Wesnitzer, Inc.
Thomas J. Butler
110 West Dale Avenue, Suite 1
Flagstaff, Arizona 86001
(928) 283-1081

ENGINEERS:
Shepherd-Wesnitzer, Inc.
Guy Zeigler, PE
110 West Dale Avenue, Suite 1
Flagstaff, Arizona 86001
(928) 283-1081

DAC Consulting, Inc.
Dennis Alan Cole, PE, RLS
9566 E. Sutton Drive
Scottsdale, Arizona 85260
(602) 628-2346

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Sheet	Title	Description
1	Cover Page	
2	Analysis Sheet	Tabulation of Existing and Protected Resources
3	Exhibit 1	Aerial Photography - North 1/2 of Site
4	Exhibit 2	Aerial Photography - South 1/2 of Site
5	Calculations	RS01 Tree Resource Calculations*
6	Calculations	RS02 Tree Resource Calculations*
7	Calculations	RS03 Tree Resource Calculations*
8	Calculations	RS04 Tree Resource Calculations*
9	Calculations	RS05 Tree Resource Calculations*
10	Calculations	RS06 Tree Resource Calculations*

* Calculations of Tree Resources were performed by Shepherd-Wesnitzer, Inc. using a combination of data obtained by field survey and by measurements from aerial photography by autocad methodology. These sheets illustrate the nature of that methodology.

The purpose of this set of plans is to document that the subject project is in compliance with the intent of the City of Flagstaff's Land Development Code with respect to requirements for Natural Resource Protection. The exhibits presented on the following sheets represent the methodology and the results of calculations to determine the slope area resources as well as the tree resources within the subject property. The tabular data shown on sheet 2 reflects a summary of these resources as computed from a combination of actual field surveys (limited to the infrastructure areas and selected slope protection areas as shown in the exhibits) and aerial mapping surveys performed by Shepherd-Wesnitzer from photography obtained in May, 2005.

DAC Consulting, inc.
9566 East Sutton Drive
Scottsdale, AZ 85260

NATURAL RESOURCE PROTECTION PLAN
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

SHEET 1 OF 10 SHEETS

COF Project #04-6052

McMillan Mesa Village
Natural Resource Protection Analysis

Ownership Legend:

25% Slope	Total	Parcel A	Parcel B	Parcel C	Parcel D1	Parcel D2	Parcel D3	Parcel D4	Parcel E	Parcel F	Parcel H	Parcel Ia	Parcel Ib	Parcel Ic	Parcel Id	Parcel Da	Parcel Db	Parcel G
Existing >25% Slope	97,306	97,306	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preservation rate	-	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Additional Preservation Rate Credit	-	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Final preservation rate	-	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%
Required 25% Slope	77,845	77,845	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Disturbed 25% Slope	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preserved 25% Slope	97,306	97,306	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25% Slope Surplus	19,461	19,461	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

17-24.99% Slope	Total	Parcel A	Parcel B	Parcel C	Parcel D1	Parcel D2	Parcel D3	Parcel D4	Parcel E	Parcel F	Parcel H	Parcel Ia	Parcel Ib	Parcel Ic	Parcel Id	Parcel Da	Parcel Db	Parcel G
Existing 17-24.99% Slope	219,267	196,859	0	0	19,748	0	0	0	0	0	0	0	0	687	1,843	0	0	0
Preservation rate	-	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Additional Preservation Rate Credit	-	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Final preservation rate	-	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
Required 17-24.99% Slope	153,487	137,822	0	0	13,824	0	0	0	0	0	0	0	0	481	1,290	0	0	0
Disturbed 17-24% Slope	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preserved 17-24.99% Slope	219,267	196,859	0	0	19,748	0	0	0	0	0	0	0	0	687	1,843	0	0	0
17-24.99% Slope Surplus	65,780	59,037	0	0	5,924	0	0	0	0	0	0	0	0	206	553	0	0	0

Forest	Total	Parcel A	Parcel B	Parcel C	Parcel D1	Parcel D2	Parcel D3	Parcel D4	Parcel E	Parcel F	Parcel H	Parcel Ia	Parcel Ib	Parcel Ic	Parcel Id	Parcel Da	Parcel Db	Parcel G
Existing Tree Canopy (Estimate)	239,232	62,473	8,210	4,183	34,514	7,308	5,593	4,498	4,470	9,982	19,678	2,221	29,385	17,000	4,739	9,115	1,836	14,249
Preservation rate	-	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Additional Preservation Rate Credit	-	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Final preservation rate	-	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Required Tree Canopy	119,616	31,237	4,105	2,092	17,257	3,653	2,797	2,249	2,235	4,991	9,839	1,111	14,693	8,500	2,370	4,558	918	7,125
Preserved Tree Canopy (Estimate)	67,632	3,201	1,081	0	33,646	1,414	0	4,301	318	1,048	1,969	2,221	3,372	4,367	611	9,115	0	968
Flexible Measure Tree Canopy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Useable Flexible Measure Tree Canopy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Effective Preserved Tree Canopy	67,632	3,201	1,081	0	33,646	1,414	0	4,301	318	1,048	1,969	2,221	3,372	4,367	611	9,115	0	968
Tree Canopy Deficit/Surplus	(51,984)	(28,036)	(3,024)	(2,092)	16,389	(2,239)	(2,797)	2,052	(1,917)	(3,943)	(7,870)	1,111	(11,311)	(4,133)	(1,759)	4,558	(918)	(6,157)

Total Surplus	Total	Parcel A	Parcel B	Parcel C	Parcel D1	Parcel D2	Parcel D3	Parcel D4	Parcel E	Parcel F	Parcel H	Parcel Ia	Parcel Ib	Parcel Ic	Parcel Id	Parcel Da	Parcel Db	Parcel G
25% Slope Surplus	19,461	19,461	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17-24.99% Slope Surplus	65,780	59,037	0	0	5,924	0	0	0	0	0	0	0	0	206	553	0	0	0
Tree Canopy Deficit/Surplus	(51,984)	(28,036)	(3,024)	(2,092)	16,389	(2,239)	(2,797)	2,052	(1,917)	(3,943)	(7,870)	1,111	(11,311)	(4,133)	(1,759)	4,558	(918)	(6,157)
Total Surplus or Deficit	33,257	50,462	(3,024)	(2,092)	22,313	(2,239)	(2,797)	2,052	(1,917)	(3,943)	(7,870)	1,111	(11,104)	(3,860)	(1,759)	4,558	(918)	(6,157)

Summary by Ownership	Total	Parcel A	Parcel B	Parcel C	Parcel D1	Parcel D2	Parcel D3	Parcel D4	Parcel E	Parcel F	Parcel H	Parcel Ia	Parcel Ib	Parcel Ic	Parcel Id	Parcel Da	Parcel Db	Parcel G
Cavan Only	13,936	50,462	(3,024)	(2,092)	0	(2,239)	(2,797)	0	(1,917)	(3,943)	(7,870)	0	(11,104)	(3,860)	(1,759)	4,558	(918)	0
City Only	19,319	0	0	0	22,313	0	0	2,052	0	0	0	1,111	0	0	0	0	0	(6,157)
Project Total Resource Surplus	**33,257**	**50,462**	**(3,024)**	**(2,092)**	**22,313**	**(2,239)**	**(2,797)**	**2,052**	**(1,917)**	**(3,943)**	**(7,870)**	**1,111**	**(11,104)**	**(3,860)**	**(1,759)**	**4,558**	**(918)**	**(6,157)**

Notes:
1. All areas in square feet.
2. Applied Compatible Preservation Rates to All Parcels addressed in Specific Plan per City LDC, regardless of Ownership.
3. Forest Resource Estimates taken from analysis of aerial photography for preliminary evaluation purposes
4. Preserved Tree Canopy Estimate is net of all Slope Preservation Areas (see Parcels B and DA)
5. Parcel B: Existing Tree Canopy Estimate in non-slope areas only. Preserved Canopy: Estimated in non-slope, no-build area and green belts only; Assume 0% within buildable area.
6. Parcels C, D1, D2, D3, D4, E, F, H, Ia, Ib and Id: Assume 0% tree preservation
7. Parcels Da, Db and G (Future COF parcels per exchange). Assume 100% tree preservation on each parcel.
8. Parcels D2 and D3 trees exclude portions of Parcel E: Parcel E includes both north and south of Gemini Drive.
9. Parcel Ic (Cavan Open Space): Assume 100% tree preservation

Cell Color Legend
- Manual Input Cell
- Calculated Input Cell
- Estimated Input Cell
- Code Factor Input Cell
- Calculation Cell

DAC Consulting, inc.
9668 East Sutton Drive
Scottsdale, AZ 85260
Phone: (480) 656-0888 Fax: (480) 656-0888

NATURAL RESOURCE PROTECTION - ANALYSIS
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

COF Project #04-8052

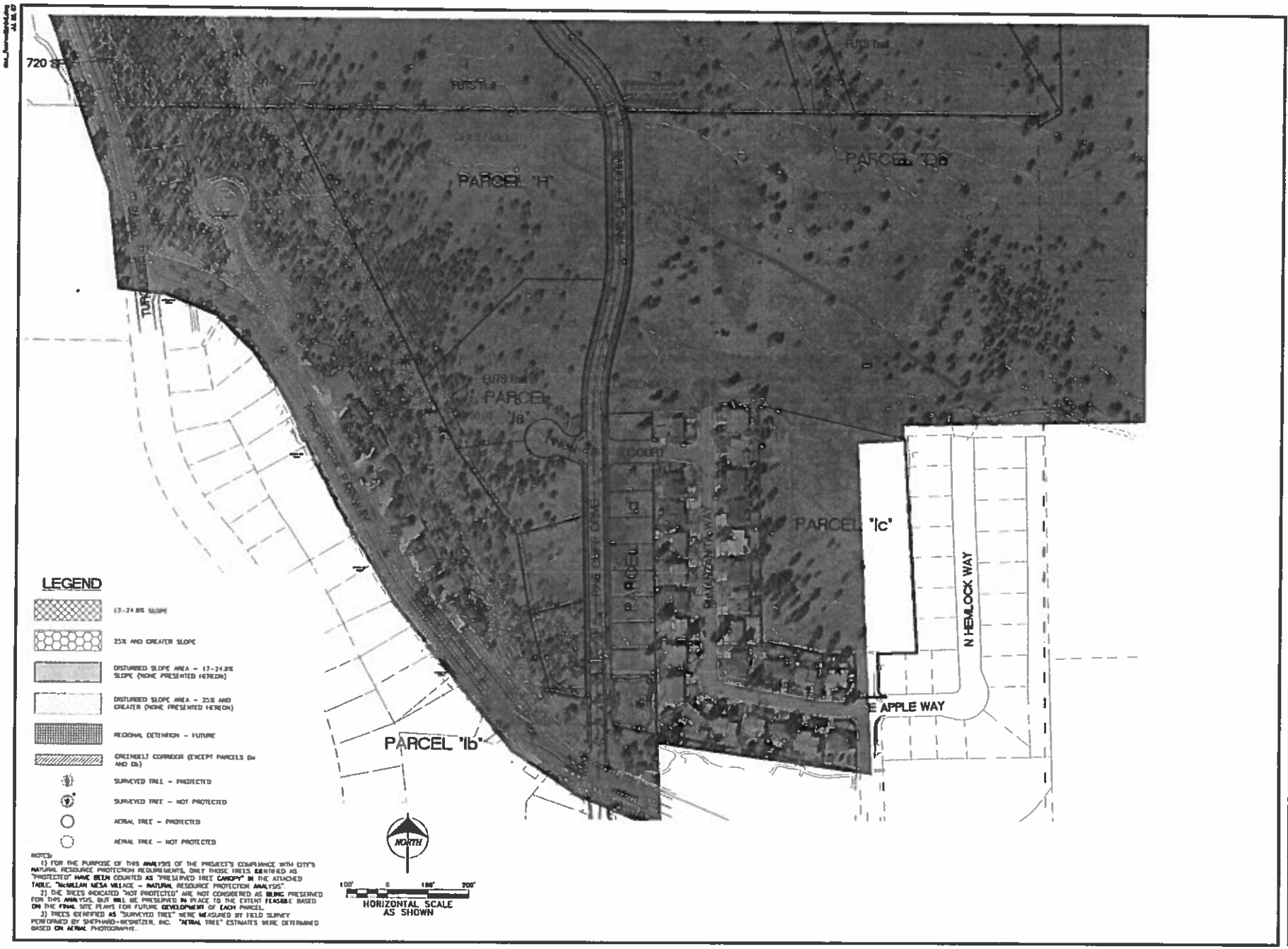
SHEET 2 OF 10 SHEETS

COF Project #04-6052

NATURAL RESOURCE PROTECTION - EXHIBIT 1 MCMILLAN MESA VILLAGE FLAGSTAFF, ARIZONA	SHEET 3 OF 10 SHEETS

DAC Consulting, inc.	CASE NUMBER: COF-06581571
9068 East Sutton Drive Scottsdale, AZ 85260 Email: dac@dacinc.net Phone: (602) 625-2648 Fax: (480) 656-0929	DESIGN BY: D.A.C. DRAWN BY: D.A.C. CHECKED: D.A.C. PLAN DATE: MAY 4, 2007

BY	DATE	REVISION
DAC	6/19/07	1 Update
DAC	07/09/07	2 Updated per City Comments
DAC	07/10/07	3 Updated Construction Plan



ISSUES:	DATE	BY
1. Original	4/16/07	DAC
2. Revised per City Comments	07/25/07	DAC
3. Updated Hydrological Plan	10/25/07	DAC

DAC Consulting, inc.
9055 East Sutton Drive
Scottsdale, AZ 85260
Email: dac@dacinc.net
Phone: (602) 625-2344 Fax: (480) 656-4666

JOB NUMBER	04-6052.01
ORIGINAL	D.A.C.
DRAWN BY	D.A.C.
CHECKED	D.A.C.
PLAN DATE	MAY 4, 2007

NATURAL RESOURCE PROTECTION - EXHIBIT 2

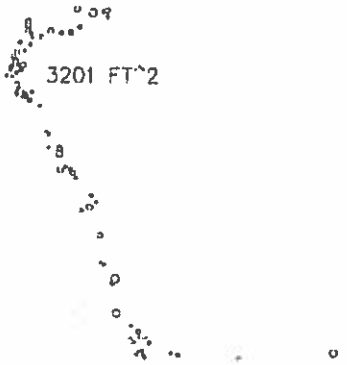
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

SHEET 4 OF 10 SHEETS

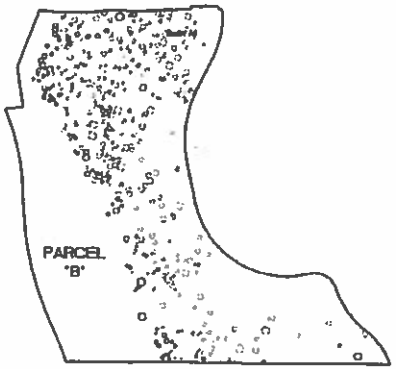
COF Project #04-6052

PARCEL B SAVED TREES

3201 FT^2

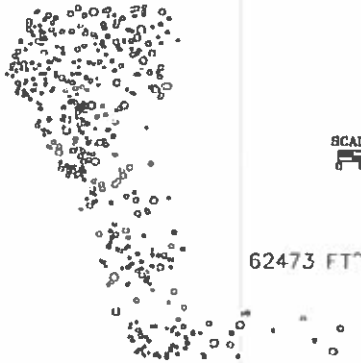


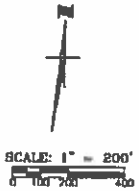
PARCEL B
EXISTING TREES



PARCEL B
EXISTING TREES

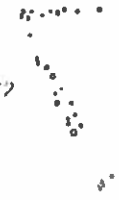
62473 FT^2



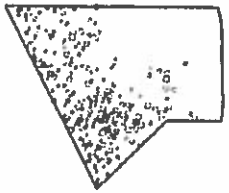


PARCEL H SAVED TREES

337? FT^2



PARCEL H
EXISTING TREES



PARCEL H EXISTING TREES

29365 FT^2



PARCEL G
SAVED TREES

2221 FT^2



PARCEL G
EXISTING TREES



PARCEL G EXISTING TREES

2221 FT^2



THESE DRAWINGS ARE ONLY INTENDED TO ILLUSTRATE AREAS OF EXISTING AND SAVED TREE CANOPY. REFERENCE THE NATURAL RESOURCE PROTECTION EXHIBITS AND ASSOCIATED CALCULATIONS PREPARED BY DAC CONSULTING INC. FOR ADDITIONAL INFORMATION

TREE RESOURCE CALCULATION BACKUP DATA

Shephard-Wesnitzer, Inc.

RS01

DAC Consulting, inc.
9666 East Sutton Drive
Scottsdale, AZ 85260

NATURAL RESOURCE PROTECTION - CALCULATIONS

McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

COF Project #04-6052

SHEET 5 OF 10 SHEETS

PARCEL Ib SAVED TREES

611 FT^2

PARCEL Ib EXISTING TREES



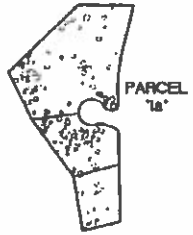
PARCEL Ib EXISTING TREES

4739 FT^2

PARCEL Ia SAVED TREES

4367 FT^2

PARCEL Ia EXISTING TREES



PARCEL Ia TREES

17000 FT^2

SCALE: 1" = 200'

0 100 200 400

PARCEL Id EXISTING TREES



PARCEL Id EXISTING TREES

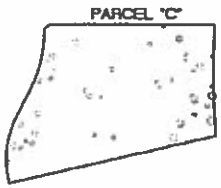
1636 FT^2

THESE DRAWINGS ARE ONLY INTENDED TO ILLUSTRATE AREAS OF EXISTING AND SAVED TREE CANOPY. REFERENCE THE NATURAL RESOURCE PROTECTION EXHIBITS AND ASSOCIATED CALCULATIONS PREPARED BY DAC CONSULTING INC. FOR ADDITIONAL INFORMATION.

PARCEL C SAVED TREES

1081 FT^2

PARCEL C EXISTING TREES



PARCEL C EXISTING TREES

8210 FT^2

TREE RESOURCE CALCULATION BACKUP DATA

Shephard & Wesnitzer, Inc.

DAC Consulting, inc.

9648 East Sutton Drive
Scottsdale, AZ 85260

NATURAL RESOURCE PROTECTION - CALCULATIONS

McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

COF Project #04-6052

SHEET 6 OF 10 SHEETS

THESE DRAWINGS ARE ONLY INTENDED TO ILLUSTRATE AREAS OF EXISTING AND SAVED TREE CANOPY. REFERENCE THE NATURAL RESOURCE PROTECTION EXHIBITS AND ASSOCIATED CALCULATIONS PREPARED BY DAC CONSULTING INC. FOR ADDITIONAL INFORMATION.

N

SCALE: 1" = 200'
0 100 200 400

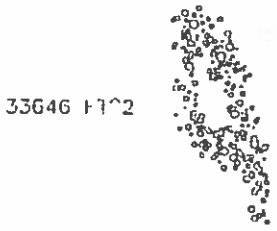
PARCEL D1 EXISTING TREES



PARCEL D' EXISTING TREES



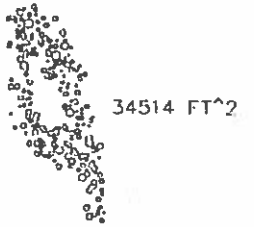
PARCEL Da SAVED TREES



PARCEL Da EXISTING TREES



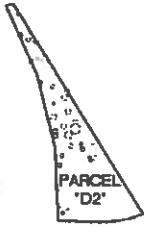
PARCEL Da EXISTING TREES



PARCEL D2 SAVED TREES



PARCEL D2 EXISTING TREES



PARCEL D2 EXISTING TREES



SWI
Shepherd Wesnitzer Inc.

TREE RESOURCE CALCULATION BACKUP DATA

DAC Consulting inc.
9048 East Sutton Drive
Scottsdale, AZ 85260

NATURAL RESOURCE PROTECTION - CALCULATIONS
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

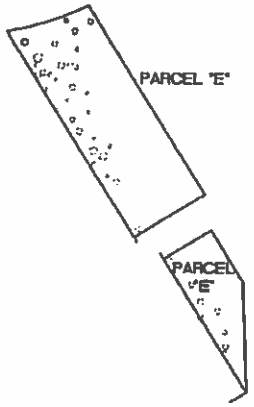
COF Project #04-6052

SHEET 7
OF 10 SHEETS

PARCEL E SAVED TREES

1048 FT^2

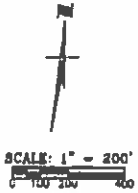
PARCEL E EXISTING TREES



PARCEL E EXISTING TREES

9982 FT^2

THESE DRAWINGS ARE ONLY INTENDED TO ILLUSTRATE AREAS OF EXISTING AND SAVED TREE CANOPY. REFERENCE THE NATURAL RESOURCE PROTECTION EXHIBITS AND ASSOCIATED CALCULATIONS PREPARED BY DAC CONSULTING INC. FOR ADDITIONAL INFORMATION.



PARCEL D3 EXISTING TREES



PARCEL D3 TREES

5593 FT^2

PARCEL D4 SAVED (GREENBELT)

318 FT^2

PARCEL D4 EXISTING TREES



PARCEL D4 EXISTING TREES

4470 FT^2

TREE RESOURCE CALCULATION BACKUP DATA

SVI Shepherd Wesnitzer, Inc.

RS04

DAC Consulting, inc.
9868 East Sutton Drive
Scottsdale, AZ 85260

NATURAL RESOURCE PROTECTION - CALCULATIONS

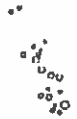
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

COF Project #04-6052

SHEET 8 OF 10 SHEETS

PARCEL Db SAVED TREES

430' FT^2



PARCEL Db TREES



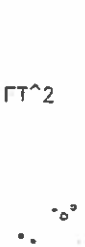
PARCEL Db EXISTING TREES

4498 FT^2

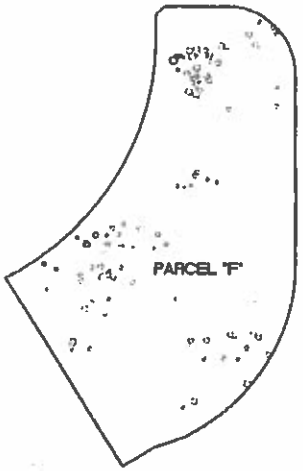


PARCEL F SAVED TREES

1969 FT^2



PARCEL F EXISTING TREES



PARCEL F EXISTING TREES

10678 FT^2



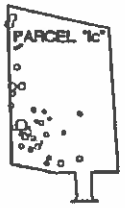
THESE DRAWINGS ARE ONLY INTENDED TO ILLUSTRATE AREAS OF EXISTING AND SAVED TREE CANOPY. REFERENCE THE NATURAL RESOURCE PROTECTION EXHIBITS AND ASSOCIATED CALCULATIONS PREPARED BY DAC CONSULTING INC. FOR ADDITIONAL INFORMATION.

PARCEL Ic SAVED TREES

9115 FT^2



PARCEL Ic EXISTING TREES



PARCEL Ic TREES

9115 FT^2



TREE RESOURCE CALCULATION BACKUP DATA

Shepherd's Vineyard, Inc

DAC Consulting, inc.
9688 East Sutton Drive
Scottsdale, AZ 85260

NATURAL RESOURCE PROTECTION - CALCULATIONS
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

COF Project #04-6052

SHEET 9 OF 10 SHEETS

COF Project #04-8052

NATURAL RESOURCE PROTECTION - CALCULATIONS

McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

SHEET 10 OF 10 SHEETS

DAC Consulting, inc.
9668 East Sutton Drive
Scottsdale, AZ 85260
Phone (602) 826-2346 Fax (480) 659-0888

Shepherd + Wiseheart Inc

SWA

1 - 150 STAGE 1

RS06

TREE RESOURCE CALCULATION
BACKUP DATA

ROW EXISTING TREES

14249 FT^2

ROW EXISTING TREES

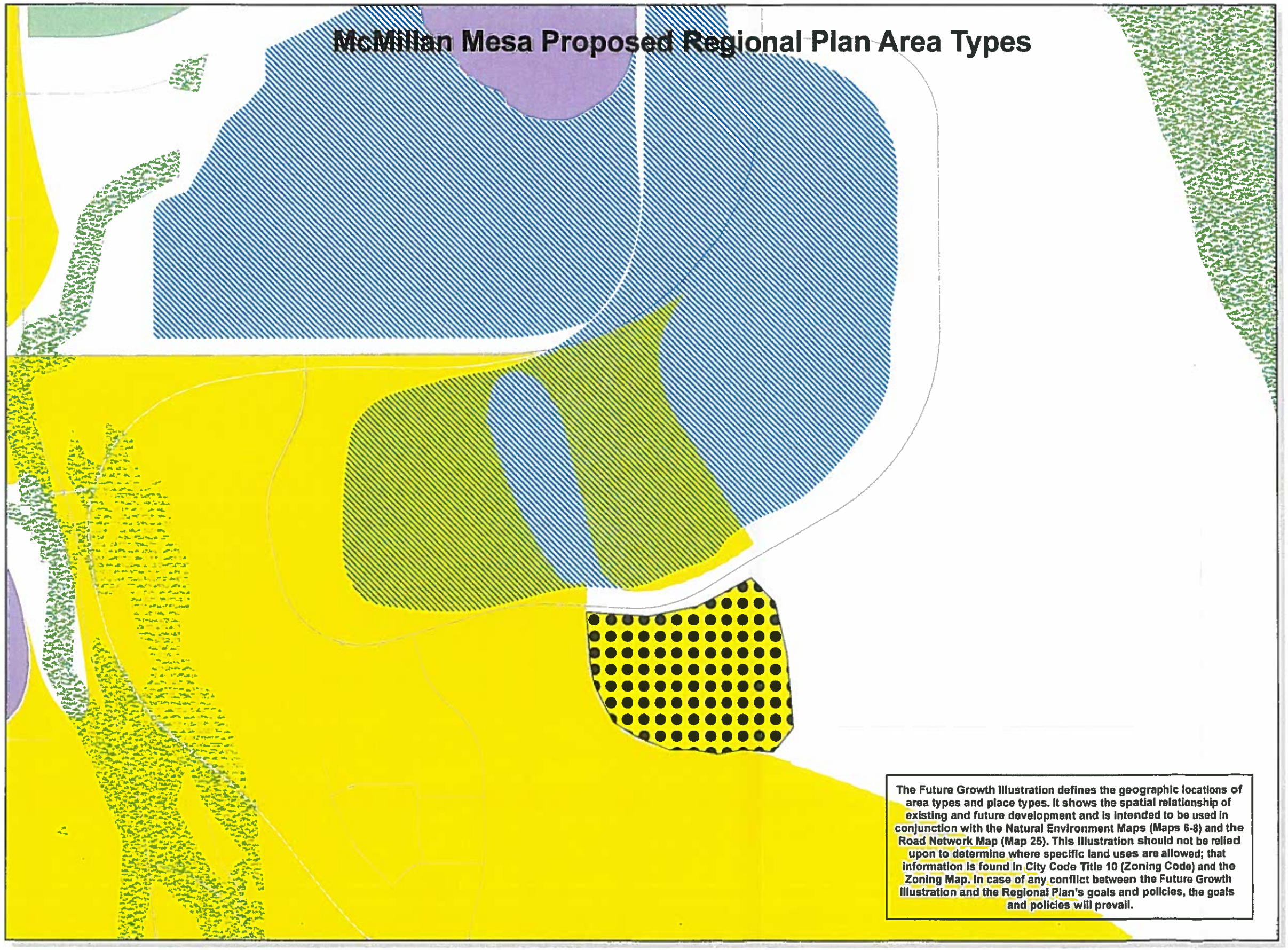
ROW SAVED TREES

968 FT^2

THESE DRAWINGS ARE ONLY INTENDED TO ILLUSTRATE AREAS OF EXISTING AND SAVED TREE CANOPY. REFERENCE THE NATURAL RESOURCE PROTECTION EXHIBITS AND ASSOCIATED CALCULATIONS PREPARED BY DAC CONSULTING INC. FOR ADDITIONAL INFORMATION

SCALE: 1" = 200'

McMillan Mesa Proposed Regional Plan Area Types



Map 22:
FUTURE GROWTH ILLUSTRATION

- Urban Growth Boundary
- City of Flagstaff

Future Activity Center

- Suburban Activity Center (S1) 'x' symbol identifies existing center
- Urban Activity Center (U1) 'x' symbol identifies existing center
- Rural Activity Center
- Rural - Existing
- Rural - Future
- Suburban - Existing
- Suburban - Future
- Urban - Existing
- Urban - Future
- Special Planning Area
- Existing Employment/Industrial
- Future Employment
- Park/Open Space
- Concentration of Natural Resources (see Figure 8)
- RTP Future Road Network
- Areas in white retain their existing entitlements
- Fly Zone

Future growth illustrations and plans do not preclude private development entitlements. Please see www.flagstaffmatters.com for an interactive GIS map.

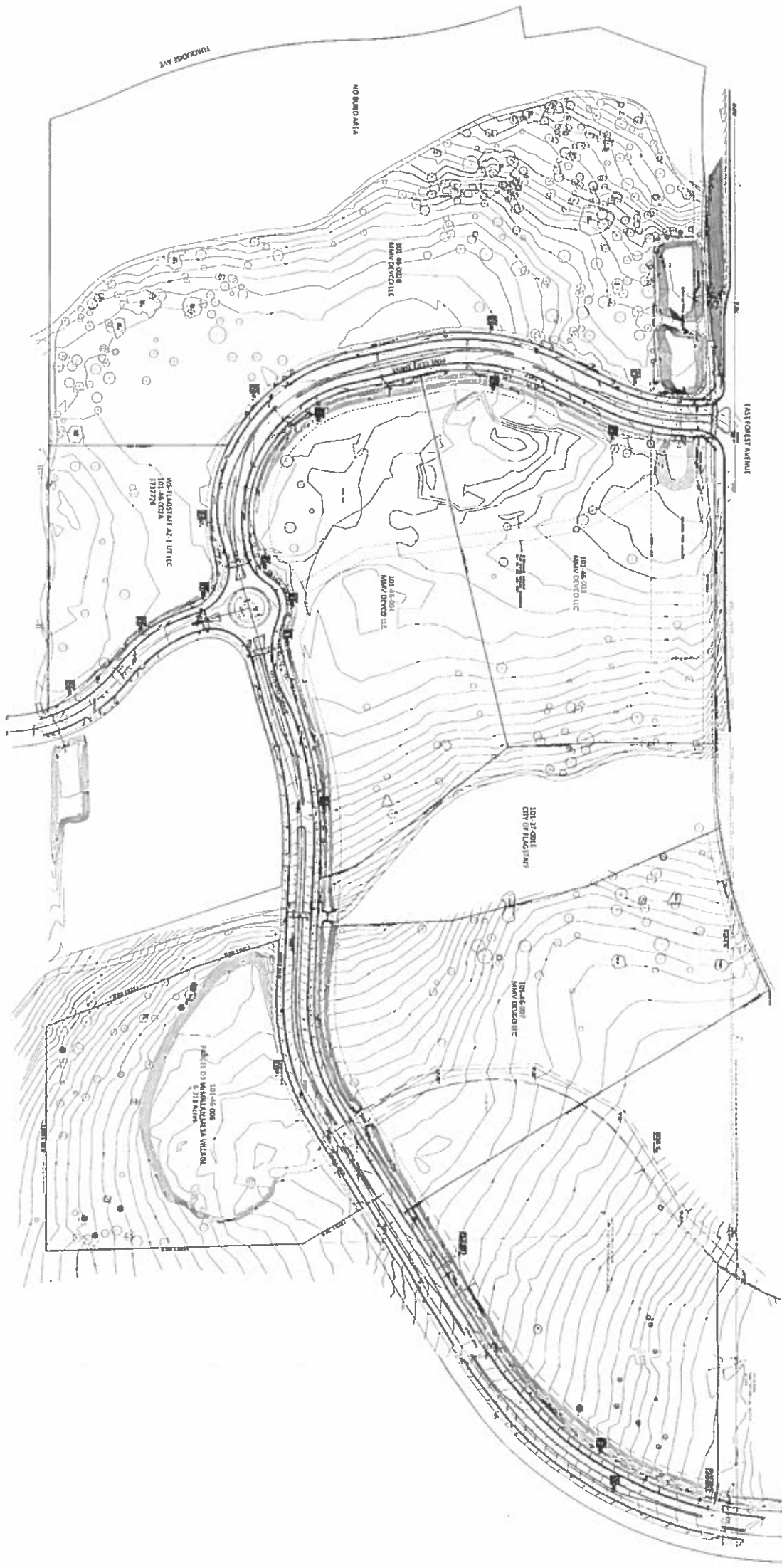
The Future Growth Illustration defines the geographic locations of area types and place types. It shows the spatial relationship of existing and future development and is intended to be used in conjunction with the Natural Environment Maps (Maps 6-8) and the Road Network Map (Map 25). This Illustration should not be relied upon to determine where specific land uses are allowed; that information is found in City Code Title 10 (Zoning Code) and the Zoning Map. In case of any conflict between the Future Growth Illustration and the Regional Plan's goals and policies, the goals and policies will prevail.

NORTH

0 0.03 0.06 0.09 0.12

Miles

FLAGSTAFF REGIONAL PLAN
VISION 2030: PLACE MATTERS



BOUNDARY, TREE AND TOPOGRAPHIC SURVEY OF PARCELS
B, C, D1 AND E OF MICHELIAN AREA VILLAGE
SITUATED IN THE NE1/4 SECTION 15 AND THE SE1/4 SECTION 10
T21N R7E G&SRB&M, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA

EXTREME MEASURES LAND SURVEYS, INC
10800 NIGHTHAWK LANE FLAGSTAFF, ARIZONA 86004
928-853-3661 estremeareasurveys.com

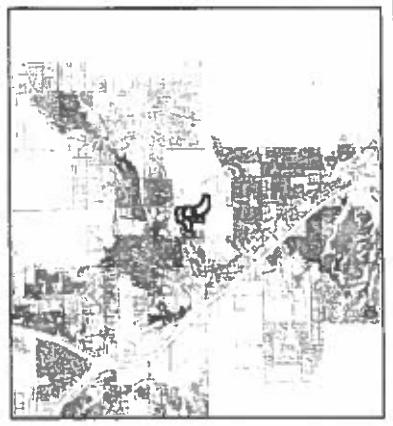
TOPO

COCONINO COUNTY ARIZONA

Book 101 Map 46

POR SEC 10, 11, 14, 15
T21N R07E

Overview Map



Legend

- Current Page
- Corner
- PLSS Boundaries
- Local Road
- Major Road
- SimultaneousConveyance
- Parcels

Encumbrance

- Right of Way, Vacation
- Conservation
- Easement - General, Utility Easement
- Flood Easement
- Ingress-Egress
- Private Right Of Way

Simultaneous Conveyance Division

- Alley
- Lot, Block, Tract; Park
- General Common Element

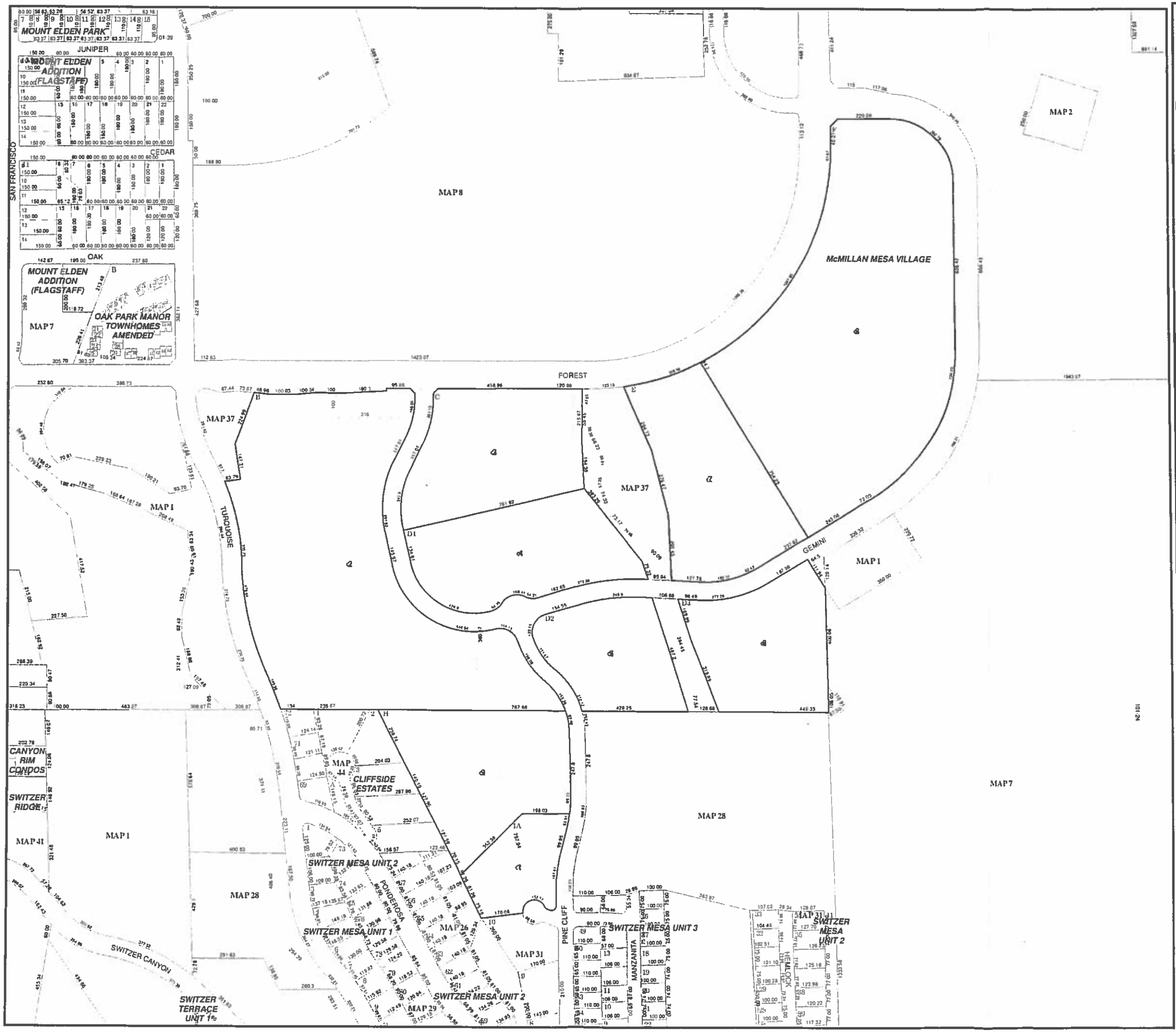
Notes:

Economic Area: 01
Neighborhood 01.61
Revision Date: 12/29/2016
1 inch equals 209 feet

These data are for general planning purposes only
No warranty of accuracy is given or implied.

BOOK 101
MAP 46

POR SEC 10, 11, 14, 15
T21N-7E



COCONINO COUNTY

LAST REVISION: 8/21/2008

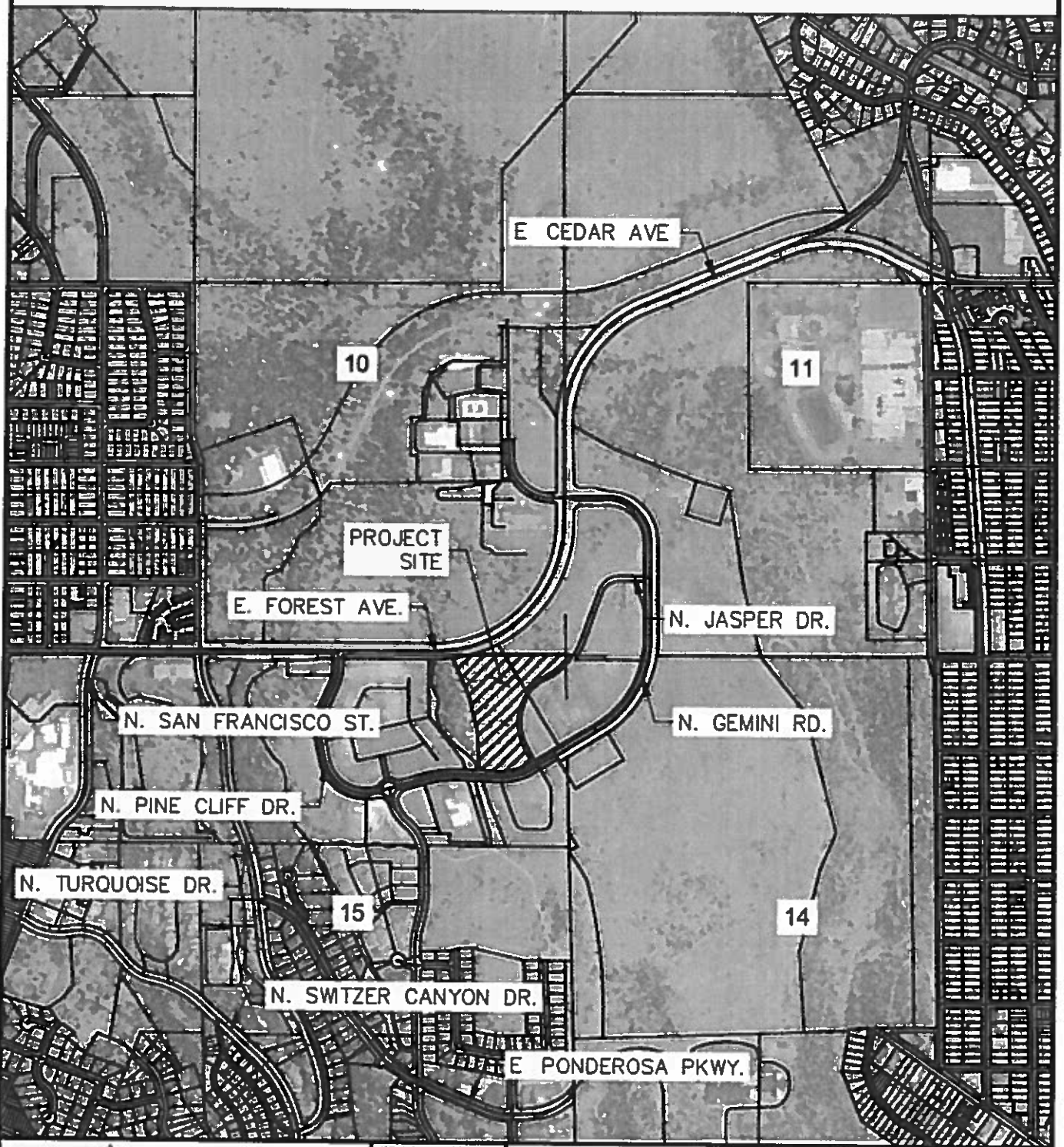
1 inch = 300 feet

TAX CODE: 0150

MARKET / SUB: 03/13

PLOTTED: Sep 17, 2018-5:16pm

LOCATED IN THE NE $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



FILE: P:\2018\MMV LOTS 3 & 4 REZONE\DRAWINGS\EXHIBITS\18033 - VICINITY MAP.DWG CPHAM

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

JOB NO.	18033
DATE	SEP '18
SCALE	1"=1000'
DRAWN	CMP
DESIGN	CMP
CHECKED	SCI

McMILLAN MESA VILLAGE — FLAGSTAFF ARIZONA

VICINITY MAP

SHEET 1 OF 1

III. SITE ANALYSIS/DEVELOPMENT SUITABILITY

A. Existing Land Uses

The McMillan Mesa Village Specific Plan area comprises approximately 146 acres of vacant and undeveloped land. The northern 100 acres is presently zoned R-R, Single-Family Residential Rural and the majority of the southern 46 acres is zoned R-1, Single-Family Residential with the exception of approximately one quarter acre of HR, Multiple Family Residential, along the southern property line and 6.6 acres on the east side which is zoned R-R.

Existing land uses surrounding the site include 50 single-family residences within Switzer Mesa Unit 3 subdivision to the south, as well as the Pine Cliff Village Apartments, vacant City property to the east and north, the USGS facility to the north and single-family hillside residences along Ponderosa Parkway to the west.

B. Topography

The topographic character of the property is generally divided into two gently sloping grassed mesas. The larger central mesa consists of approximately 91 acres that slopes at 2% to 4% to the west, where forested bluffs of +25% slope occur. The upper mesa of approximately 45 acres, which gradually slopes to the west at 2% to 3%, is separated from the lower central mesa by a 20 to 30-foot high, sparsely forested moderate slope of 6% to 16%.

C. Hydrology

There are no 100-year floodplains on the subject property per FEMA Flood Insurance Rate Maps and the City Growth Management Guide 2000. Generally, the drainage from the mesa is to the west and south at a gradient of approximately 2% to 4% where stormwater eventually descends the steep bluffs and enters the Switzer Canyon Wash.

Project design will incorporate sensitive grading and detention requirements in order to protect existing lots within Switzer Mesa Unit III and along Ponderosa Parkway from increased project drainage flows.

Post-development project drainage discharge will be detained onsite in landscaped and open space areas and released at pre-development discharge flow rates in accordance with City requirements. Specific locations and grading design of detention areas will be provided at subdivision/street platting application. Street drainage detention will be designed and incorporated into the street improvement plans as a storm drain system. The developer/builder of each development area will be responsible for providing the required drainage detention areas within the development site.

D. Vegetation

The site contains two major plant communities: natural grass meadows and Ponderosa Pine forests. The natural grasses, which include western wheat grass, squirrel tail, blue grama, bluegrass and Arizona fescue, predominate the majority of the two flat mesas. Ponderosa Pine forests are confined to the western bluff overlooking Switzer Canyon and along the moderate sloped area which separates the mesas.

E. Geology/Soils

The entire site, as mapped by the U.S. Soil Conservation Service, is Brolliar stony clay loam at 0-30% slopes on top of an igneous/basaltic bedrock mesa. Overall, the site soils are suitable for development with some engineering modifications.

Soil testing of the site's southern 41 acres was done in December 1986, by Foree & Vann, Inc., which found the top soil to be primarily clay with fine to coarse gravel, cobbles and some boulders. The lower layer was either sandy brown clay and fine to coarse gravel or basaltic rock. Due to the potential for soil expansion, Foree & Vann, Inc. recommended two construction alternatives: either soil replacement or the use of cylindrical pier, grade beam and/or prestressed slab.

F. Visual Resources

The dominant panoramic views from the site are of the San Francisco Peaks to the north, with Humphrey's Peak at elevation 12,633 feet or roughly 5,600 feet above and 10 miles north of the Plan area. Similar views exist of Elden Mountain to the northeast, which at elevation 9,300 feet is approximately 2,260 feet above and three miles away from the site. To a lesser degree, westerly viewsheds from the upper elevations of the site have filtered views of Observatory Mesa and the Flagstaff Medical Center. These long-range, offsite vistas, due to the difference in elevations, can be seen far above the canopy level of the surrounding Ponderosa Pine forests and therefore should be unaffected by development of the site. However, a philosophy of sensitive building design, location, orientations and height variations in those plan areas adjacent to existing residential neighborhoods, should encourage preservation of existing view corridors toward the San Francisco Peaks.

Views onto the subject property were evaluated by observation from the new Forest Avenue, as well as from adjoining properties. The views from Forest Avenue were somewhat limited due to the terrain, vegetation and below natural grade alignment of Forest Avenue. Similar limited viewsheds exist along Turquoise Drive and Ponderosa Parkway where the forested bluffs obstruct views onto the site. Adjacent properties which are on top of the open and

grassy Switzer Mesa, such as the subdivision to the south, have good visibility of the site and, therefore, future site development, which is overseen by the McMillan Mesa Village Design Review Committee and the City Development Review Board, should be sensitive to existing residents' view corridors. The Design Review Committee will cooperate with the neighbor's Homeowners' Association to reasonably protect those view corridors.

The site in its undeveloped state is perceived as a visual resource in terms of 1) views across the site to mountain and panoramic vistas and 2) views directly onto forested and rocky portions of the site across its open meadows. These views are perceived from several key locations or corridors: the Switzer Mesa No. 3 single-family residential subdivision adjacent to southerly portions of the site; Forest Avenue eastbound/northbound; Forest Avenue southbound/westbound; and, Turquoise Avenue/Ponderosa Parkway.

From Switzer Mesa Subdivision No. 3

Dominant panoramic views are of the San Francisco Peaks to the north, and Elden Mountain to the northeast. Due to difference in elevation, these views exist well above the canopy level of the surrounding ponderosa pine forest.

From Forest Avenue Eastbound/Northbound

From the Forest/Turquoise intersection proceeding uphill, the initial visual impression of the site is an unattractive road cut on the south side of Forest Avenue. With gain in elevation, the view transitions into meadow in the foreground with a cluster of trees and minor rock outcroppings - and a high voltage powerline - in the middleground and background. Sweeping around the curve provides direct, close-up views onto the site and beyond to the Devil's Chair on the face of Elden Mountain, at a view angle roughly double treetop level. This dramatic rock formation stays in view past the Gemini intersection.

From Forest Avenue Southbound/Westbound

The site is not visible until a short distance north of the Gemini intersection. At that point, the site is in the immediate and direct foreground and middleground view area, with background vistas to the open sky: the city is not visible. Moving south, sparse clusters of trees and the powerline come more readily into play, and then mid-way through the curve meadows and tree clusters immediately south of Forest Avenue - with the city beyond - provide a strong visual impression. Proceeding west, the site slides by and then disappears from view.

From Turquoise/Ponderosa Parkway

Views from these thoroughfares are of trees at the edge of the site, except for small areas at Turquoise and Forest, and Ponderosa Parkway at Pine Cliff Drive. Neither are deemed significant.

G. Traffic

Primary access to the site is provided by Forest Avenue at Gemini Drive to the north, which is designated as a major arterial on the City's Streets Plan, Circulation Element, Growth Management Guide 2000. Secondary project accesses will be at a right-in, right-out only intersection with Forest Avenue about 1,000 feet east of Turquoise Drive and from the south at Ponderosa Parkway, which is designated a minor arterial.

H. Public Utilities

Water - the subject property's elevation ranges from 6,934 to 7,114 feet and will require Zone A water for development. The nearest existing Zone A water is in Gemini Drive (12") serving the USGS facility. Zone B water is located in Turquoise Drive (16") and in the Switzer Mesa Subdivision Unit 3 (6" and 8").

Sewer - the nearest available major sewer line is an 8" line in Ponderosa Parkway which connects to a 15" sewer main west of Turquoise Drive in Switzer Canyon.

Electricity, Telephone, Gas - underground connections can be made to existing facilities located in the subdivision to the south and Cedar Avenue to the north.

Impact analyses of the McMillan Mesa development on existing infrastructure is included in the Appendix.

I. Schools

The property is within the Flagstaff Public School District. The schools that currently serve the subject property are as follows:

School	Attendance	Capacity
Marshall Elementary 850 N. Bonito Street	560	652
Flagstaff Junior High 755 N. Bonito Street	724	1,000

Flagstaff High School 400 W. Elm Avenue	1,175	1,600

Source: Flagstaff Public Schools
Mr. Chris Peterson

J. Recreation and Trails

Existing parks within one mile of the Study area include Buffalo (215 acres) and McPherson (40 acres) Parks to the north and a neighborhood park (2.5 acres) on Ponderosa Parkway south of Switzer Mesa subdivision. There is a school/park site planned for approximately 26 acres of McMillan Mesa Village. This site is on City property located to the east of Pine Cliff Drive and north of the Switzer Mesa subdivision.

The Open Space/Greenbelt and Parks Plan of the Growth Management Guide 2000 proposes the extension of the Urban Trails Network through the subject property. Specifically, the Parks Plan indicates a pedestrian trail linkage, which is intended to connect the above proposed neighborhood park and Buffalo Park.

K. Cultural Resources

During the 1990 construction of the Cedar Avenue realignment project, a prehistoric site was surveyed by SWCA (Site NA19,184) along the northern property line of the plan area. Prior to development within the vicinity of this site, a professional archaeologist shall be consulted to determine if further action is warranted.

L. Development Suitability/Site Capacity

The Development Suitability Composite exhibit (Exhibit B) graphically summarizes the elements of the preceding Site Analysis and areas of development opportunity and constraint. The purpose of this exhibit is to indicate areas where development may occur with minimal impact to the site's natural features and areas most sensitive to disturbance from development. The following table estimates the total resource protection standards for the McMillan Mesa Village Plan area. *

Natural Feature	Protection Factor	Natural Feature Area	Protected Land
100-year Floodplains		0 acres	0 acres
Slopes: + 25% **	0.8	6.03 acres	4.82 acres
17-25%	0.7	1.30 acres	0.91 acres
Ponderosa Pine Forests	0.5	15.26 acres	7.63 acres

Total Natural Feature Protection Land	13.36 acres
Total Site Area	146.28 acres
Developable Site Area	132.92 acres

* The natural feature areas were calculated by analyzing City aerial photos and topographic maps at a scale of 1"=100'. In areas where two or more natural features are present on the same area of land, only the most restrictive protection factor is used. A detailed analysis of each site will be required for processing of plats and site plans.

** All slopes in Areas B, H and I are set aside as non-buildable areas, a higher degree of protection than provided by the LDC.

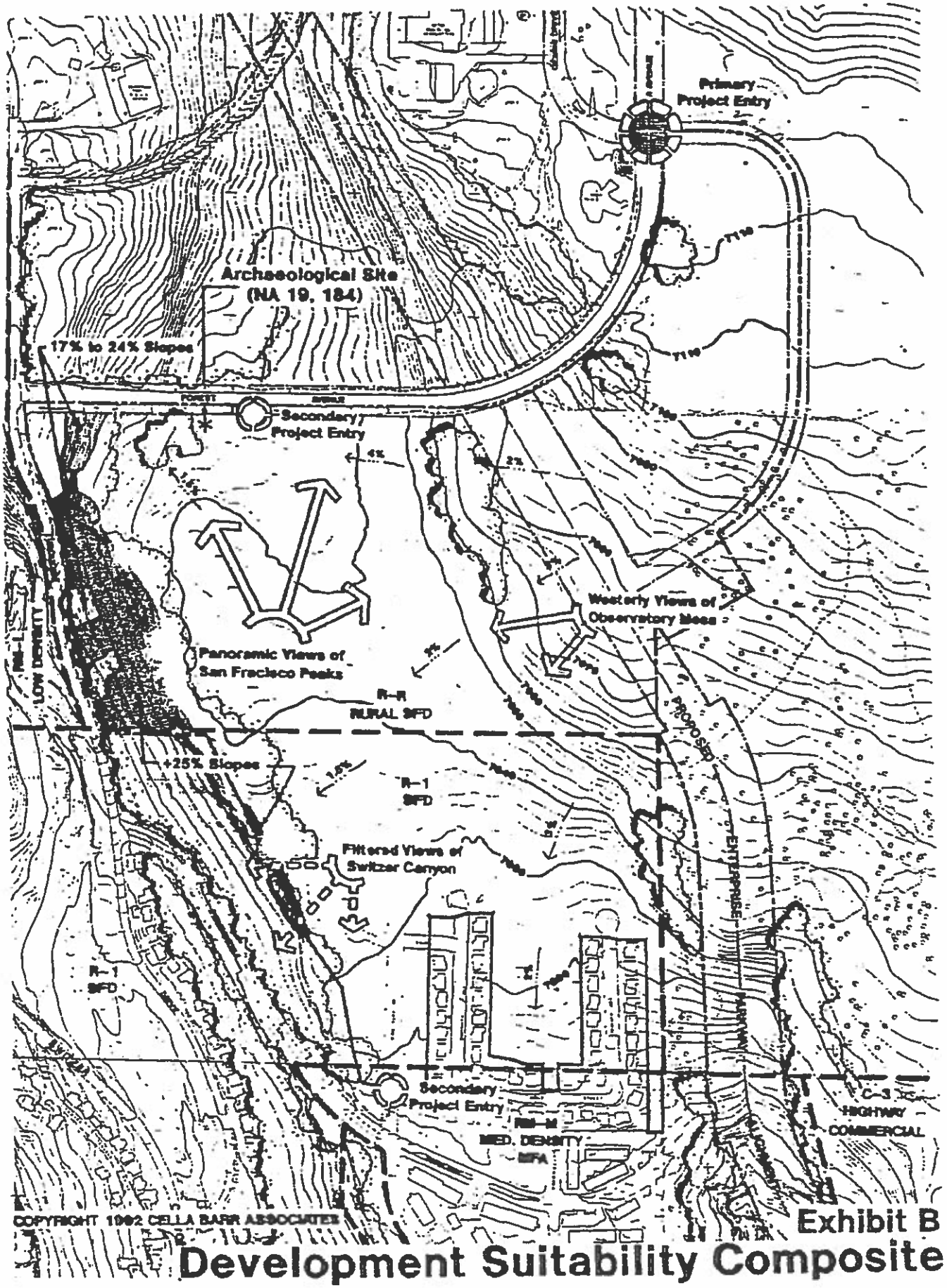


Exhibit B

Development Suitability Composite

DEVELOPMENT AREA B 22.92 acres*

Zoning District High Density Residential

Development Option Planned

Specific Performance Standards

Planned Development	
Maximum Gross DUA	22
Minimum OSR	.20
Maximum Net DUA	28
Maximum Building Height	45 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Dwelling Units	246

Restrictions

1) No buildings will be constructed westerly of the cliff line between mesa top and Turquoise Drive. This is approximately the dashed line on the plan and described below. Utility easements and trails will be permitted in the sloe area. See Appendix A for line definition.

2) Building height shall be limited to one story within 100 feet of Forest Avenue right-of-way as illustrated on Exhibit "H" of the Specific Plan.

3) Setbacks from Forest Avenue right-of-way will be 50 feet for buildings and parking as illustrated on Exhibit "H" of the specific plan.

NOTE: See also the first page of this section for description of other development criteria and controls. The above areas and standards are for planning purposes only. The Flagstaff Zoning Code should be consulted for current specific standards.

*Base Site Area

DEVELOPMENT AREA C 7.67 acres*

Zoning District Medium Density Residential

Development Option Planned

Specific Performance Standards

Planned Development

Maximum Gross DUA	9
Maximum OSR	.15
Maximum Net DUA	9
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Dwelling Units	69.03

Restrictions

1) Rear minimum setback may be reduced for zones not subject to the Resource Protection Overlay when a minimum of 350 sf of open yard are per unit is provided.

2) If a Planned Residential Development is applied to parcel, 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 Flagstaff Zoning Code Section 10-40.60.270.)

3) "Open Space" includes active and passive recreation uses, landscape areas, community gardens and any credit for open space deed restriction provided for in conveyance of Parcel Ic to Owner's Association.

4) Parcel C may be combined with Parcel D1 for development of one parcel.

The Flagstaff Zoning Code and any subsequent amendments thereto, should be consulted for current specific standards.

*Base Site Area

DEVELOPMENT AREA D1 7.35 acres*

Zoning District Medium Density Residential

Development Option Planned

Specific Performance Standards

Planned Development

Maximum Gross DUA	9
Maximum OSR	.15
Maximum Net DUA	9
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Dwelling Units	66.15

Restrictions

1) Rear minimum setback may be reduced for zones not subject to the Resource Protection Overlay when a minimum of 350 sf of open yard are per unit is provided.

2) If a Planned Residential Development is applied to parcel, 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 Flagstaff Zoning Code Section 10-40.60.270.)

3) "Open Space" includes active and passive recreation uses, landscape areas, community gardens and any credit for open space deed restriction provided for in conveyance of Parcel Ic to Owner's Association.

4) Parcel D1 may be combined with Parcel C for development of one parcel.

The Flagstaff Zoning Code and any subsequent amendments thereto, should be consulted for current specific standards.

*Base Site Area

DEVELOPMENT AREA D2 1.95 acres*

Zoning District Business Park

Development Option Business Park Uses

Specific Performance Standards

a) Business Park Use

Maximum Gross FAR	.33
Minimum LSR	.35
Maximum Net FAR	.50
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	385,211 SF

b) All Other Uses

Maximum Gross FAR	.30
Minimum LSR	.40
Maximum Net FAR	.55
Maximum Building Height	40 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	355,580 SF

Restrictions

The Flagstaff Zoning Code and any subsequent amendments thereto, should be consulted for current specific standards.

*Base Site Area

DEVELOPMENT AREA D3 6.3 acres*

Zoning District Medium Density Residential

Development Option Planned

Specific Performance Standards

Planned Development

Maximum Gross DUA	9
Maximum OSR	.15
Maximum Net DUA	9
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Dwelling Units	56.7

Restrictions

1) Rear minimum setback may be reduced for zones not subject to the Resource Protection Overlay when a minimum of 350 sf of open yard are per unit is provided.

2) If a Planned Residential Development is applied to parcel, 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 Flagstaff Zoning Code Section 10-40.60.270.)

3) "Open Space" includes active and passive recreation uses, landscape areas, community gardens and any credit for open space deed restriction provided for in conveyance of Parcel Ic to Owner's Association.

The Flagstaff Zoning Code and any subsequent amendments thereto, should be consulted for current specific standards. See also Chapter 11-20 Subdivision and Split Regulations for subdivision design standards and requirements.

*Base Site Area

DEVELOPMENT AREA E 7.8 acres*

Zoning District Business Park

Development Option Transportation Corridor
Business Park Uses

Specific Performance Standards

a) Business Park Use

Maximum Gross FAR	.33
Minimum LSR	.35
Maximum Net FAR	.50
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	110,424 SF

b) All Other Uses

Maximum Gross FAR	.30
Minimum LSR	.40
Maximum Net FAR	.55
Maximum Building Height	40 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	101,930 SF

Restrictions

1) Setback from the Forest Ave right-of-way shall be a minimum of 75 feet for buildings and parking.

2) Building height shall be limited to one story within 100 feet of Forest Ave.

3) No commercial lodging will be allowed.

4) No restaurant development option will be allowed.

NOTE: See also the first page of this section for description of other development criteria and controls. The above areas and standards are for planning purposes only. The Flagstaff Zoning Code should be consulted for current specific standards.

*Base Site Area

DEVELOPMENT AREA F 27.50 acres*

Zoning District Business Park

Development Option Business Park Uses

Specific Performance Standards

a) Business Park Use

Maximum Gross FAR	.33
Minimum LSR	.35
Maximum Net FAR	.50
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	389,317 SF

b) All Other Uses

Maximum Gross FAR	.30
Minimum LSR	.40
Maximum Net FAR	.55
Maximum Building Height	40 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	359, 370 SF

Restrictions

1) Setback from the Forest Ave right-of-way shall be a minimum of 75 feet for buildings and parking.

2) Building height shall be limited to one story within 100 feet of Forest Ave.

3) No commercial lodging will be allowed.

4) Restaurant development option shall be limited to one restaurant of the full service, sit down type, with no drive through or fast food characteristics. It shall be limited to a size of 7,500 square feet and be located at least 250 feet from the northwest corner of the development area.

5) Fifty percent (50%) of the trees located in the tree protection area, as shown on Exhibit I of the Specific Plan, and having a DBH of six (6) inches or more shall be retained and protected. Prior to development approval of area "D", the protection are, as illustrated on Exhibit I shall be legally described.

NOTE: See also the first page of this section for description of other development criteria and controls. The above areas and standards are for planning purposes only. The Flagstaff Zoning Code should be consulted for current specific standards.

*Base Site Area

DEVELOPMENT AREA G 2.48 acres*

Parcel formerly referred to as Parcel G in the McMillan Mesa Specific Plan is now referred to as Parcel D3. (see COFlagstaff Land Swap with MMV Devco, LLC dated 12/21/2007)

DEVELOPMENT AREA H 8.07* acres

Parcel not subject of Specific Plan Amendment: currently developed as affordable housing by Flagstaff Senior Living.

DEVELOPMENT AREA I 10.84 acres* and 11 platted lots (1.82 ac)

Zoning District

R-1	10.62 ac
HR	.22 ac
Lots	1.82 ac

Development Option Planned
Single Family

Specific Performance Standards

Planned Development	
Maximum Gross DUA	4.55
Minimum OSR	.30
Maximum Net DUA	10.00
Maximum Building Height	35 feet
Minimum Site Area	10 ac

Parking – See Flagstaff Zoning Code Table 10-50.80.040.A

Site Capacities Calculated	
Dwelling Units – Sub-Area I(a)	48.31
Dwelling Units – Sub-Area I(b)	3.92
Dwelling Units – Sub-Area I(c)	**0.00**
Total for Sub-Areas I(a-c)	52.23
Platted Lots – Sub-area I(d)	11
Maximum Dwelling Units	63

Density Transfer
The maximum yield site capacity for residential units from Development Sub-Area I(c) (4.982 ac) shall be transferred to Development Sub-Area Ia or Development Area H on the condition and with the restriction that Development Sub-Area Ic shall remain undeveloped Open Space, with no future right to any residential use. The development site capacity for residential use of Development Sub-Areas Ia and Ib shall be the sum of the calculated site capacity of Development Sub-Areas Ia, Ib, and Ic under their current zoning. See Appendix A.

Restrictions

1) No buildings will be constructed in the steep slow protection area. See Appendix A for line definition.

2) Building shall be limited to two stories.

3) Only single family detached housing types will be permitted in that portion of Area I located south of Pinon Court.

4) Parcel Ic is designated as Open Space.

NOTE: See also the first page of this section for description of other development criteria and controls. The above areas and standards are for planning purposes only. The Flagstaff Zoning Code should be consulted for current specific standards.

*Base Site Area

City of Flagstaff
Community Development
Substantive Review Comments

Project Name: Highgate Senior Living **Date:** 2/19/19
Project No.: PZ-18-00061-02
Project Address: 1831 N Jasper Dr

Application Type: Site Plan Review
Review Type: Substantive 5th Submittal

Project Manager: Patrick St. Clair
E-mail: pstclair@flagstaffaz.gov
Phone: 928.213.2612

Status of Review: **Approved with Conditions**
In accordance with ARS 9-835(J), the Substantive Review of the application is complete and the application has been approved subject to the following conditions and comments. This correspondence is being transmitted on Day 48 of the 52 day Substantive Review Timeframe.

Current Planning: Patrick St. Clair – ***Approved with Conditions*** – 2/19/19
Conditions of Approval:

1. Any outstanding conditions remaining from the comments below shall be addressed at the Civil and Grading submittal or at the Building Permit Application. *The next step for this project is too move into the Zoning Map Amendment application process, which is currently in progress. Grading and Civil plan submittals should not be made until such time as the Zoning Map Amendment is fully approved.*
2. The Approval of the project is predicated on the corrections to prior comments reflected in the digital architectural drawings submitted by the applicant via email on 2/15/19 (see attached). The approval requires that the applicant supply (1) full digital copy and (1) full paper copy of the revised and corrected Site Plan.

Substantive Engineering: Jeremy DeGeyter – ***Approved with Conditions*** - 2/19/2019
Approved with Conditions:

1. No portion of any building or permanent structure shall encroach into a drainage easement, including footings, overhangs, etc.

Substantive Fire Prevention: Kent Snide – ***Approved*** **-** 11/08/2018
No Comments

Substantive Public Works: Adam Miele – ***Approved*** **-** 11/14/2018
No Comments

Substantive Stormwater: **Douglas Slover – Approved with Conditions - 02/19/2019**
Conditions of Approval:

1. Please see prior stormwater comments for approved with condition comments, general comments and future submittal requirements (see Prior Stormwater comments section below).

Future Submittal Requirements:

1. In addition to prior comments please note that Building Plans shall include construction detail(s) showing proposed building wall, edge of footing, eave line and any part of the building being outside of the existing drainage easement

- Prior Stormwater comments: Douglas Slover - ***Approved with Conditions*** **-** 1/08/2018

Conditions of Site Plan Approval

1. The provided drainage letter should discuss existing and proposed site discharge locations in addition to the LID outflow location discussion provided. Please include additional discussion of conveyance intent of this particular site as described in the Report.
2. The provided drainage letter should included expanded discussion of the drainage routing concept. Include discussion of parameters of routing flows in excess of the LID 2-year flow rates being routed to the ROCV facility.
3. Driveway culvert in the existing drainage easement along N. Jasper Drive on Sheet GD01, should include/show outlet scour protection.
4. Show continuation of drainage easement to the west along Gemini and provide outlet scour protection for proposed driveway culvert on Sheet GD01.
5. Sheet SP01 identifies a pedestrian connectivity sidewalk along Gemini. Provide label for at grade crossing or show drainage conveyance beneath.
6. Sheet GD01 identifies a wall within the drainage easement nearest the intersection of Gemini and Jasper. No permanent structures will be allowed within the drainage easement. Please clarify what this structure is.
7. Private onsite stormwater conveyance nearest the intersection of Gemini and Jasper encroaches into public drainage easement. Revise layout to remove routing of proposed private system from within public drainage easement at the western most portion of the structure. Can this discharge into the existing drainage channel north of the building?
8. Private onsite stormwater conveyance nearest the intersection of Gemini and Jasper encroaches into public drainage easement. Provide separation structure at ROW boundary for the discharge of this private line or provide a perpendicular discharge from private conveyance to drainage easement.
9. Show separation manhole at ROW boundary at the southern driveway thus separating the public stormdrain from the private.
10. As the connection to the southern driveway culvert from the outlet of the LID/detention system is more than a single lateral with inlet, a connection manhole is required. Please show.

General Comments:

1. Roadway capacity for area of site drainage being routed to the roadway will need to be justified/evaluated. Provide discussion of this in final drainage documentation.
2. Flows in excess of the 10-year event may leave the roadway at the north east entrance and enter the site. Flows then would be routed through the site at its conveyance capacity and discharge to N. Gemini Drive. Document how this potential issue is being addressed. Provide discussion of this item in final drainage documentation.
3. Areas of impervious surfaces at or near the site entrance should be routed to the LID basin to the maximum extent practicable during final design.

Future Submittal Requirements:

1. Address the condition of approval items with Return for Correction requirements of other staff if applicable.

2. Civil Plan submittal to include revised drainage design documentation. Include all items previously discussed and address all condition of approval comments. Also include catchment delineations for any location of peak flow analysis.
3. Include high water line on exiting roadside ditch within the civil plan set.

Substantive Traffic: Reid Miller - ***Approved*** - 10/29/2018
No Comments

Substantive Water Services: Jim Davis – ***Approved*** **-** 10/30/2018
No Comments

Substantive Housing: Jennifer Mikelson – ***Approved*** - 11/08/2018
No Comments

Substantive HPC/Comm Design: Karl Eberhard – ***Approved*** **-** 11/14/2018
No Comments

Substantive Building & Safety: Patrick St. Clair - ***Approved with Conditions*** **-** 11/07/2018
Conditions of Site Plan Approval:
1. None

General comments pursuant to Site Plan review:
1. IBC 508.4.4.1 clarifies that separations indicated in table 508.4 shall be constructed as fire barriers per IBC 707 or horizontal assemblies complying with IBC 711, or both for complete occupancy separation.
2. An approved building permit will not be issued until a rough grading certificate has been received and approved by the engineering department. Retaining walls that are not part of a structure or are required to be in place as part of the rough grading permit shall be submitted for separate building permit approval.
3. Fire alarm and fire sprinkler systems can be submitted as deferred submittals. The drawings for those systems are reviewed for approval by the City of Flagstaff Fire Department. Contact Kent Snide @ 928.213.2508 for information concerning these reviews.

Comments for Future submittals:
1. At building permit submittal please include/clarify the following:
   a. Indicate the horizontal assembly locations required for compliant floor to floor occupancy separation on the building sections and/or plans.
   b. Include the fire separation requirement between the B and I-1 occupancies in the code review chart on sheet A1.
   c. Indicate the fire barrier required between the 1st floor B/A-2 occupancies.
   d. Indicate the fire barrier required between the 2nd floor B/I-1 occupancies.
   e. Indicate the fire barrier required between the 2nd floor A-2/I-1 occupancies.
   f. Clarify the location(s) of the required smoke partitions for the I-2 occupancy on the plans.
2. Generators shall comply with all applicable sections of IBC chapter 27.
3. Monument signs require a separate building permit application in addition to sign permit(s) required by the Current Planning program.

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

Engineering an environment of excellence.

PROJECT NARRATIVE
For
HIGHGATE FLAGSTAFF
SITE PLAN SUBMITTAL

SWI Project # 18051

Section 15, T 21 N, R 07 E, G&SRM
Coconino County, Flagstaff, Arizona

Prepared for:
Buron Inc. / Highgate
14203 Wide Hollow Road
Yakima, WA 98908

Prepared by:
Shephard-Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354

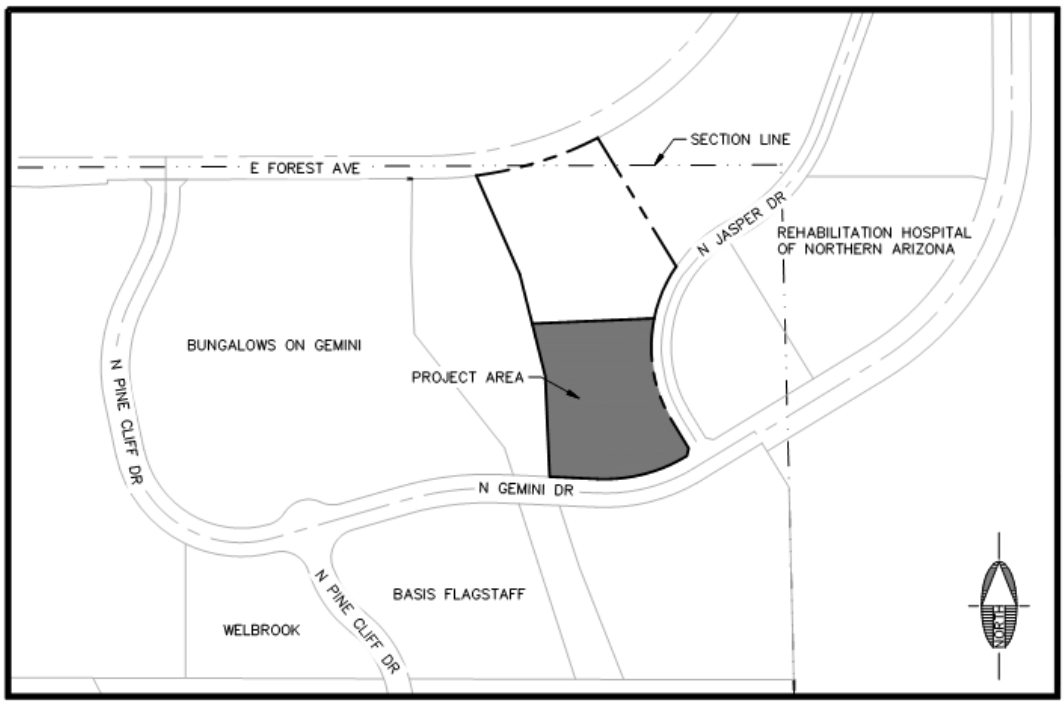
Originally Prepared:
September 17, 2018

Revised:
October 18, 2018

PROJECT SUMMARY

Highgate is proposing a new congregate care facility on McMillan Mesa called Highgate Flagstaff. The proposed site will consist of a new 2- and 3-story building with 60 assisted care apartments and 20 memory care apartments on approximately 3.34 acres. The facility will also have common areas including a dining room, kitchen, laundry, and activity spaces. The first floor is approximately 33,315 square feet, the second is approximately 31,666 square feet, and the third is approximately 23,831 square feet. The total square footage of the assisted care facility is approximately 88,812 square feet. The maximum allowable lot coverage for the site is 40% and the proposed building offers about 23% lot coverage.

The project is located on the west side of N. Jasper Drive and the north side of N. Gemini Drive, see Vicinity Map shown below. Access to the site will be provided by a proposed full access driveway on N. Jasper Drive and a proposed right-out only driveway on N. Gemini Drive.



VICINITY MAP
N.T.S.

PROJECT LOCATION

The project is located at 1831 N. Jasper Drive in Flagstaff, Arizona. The Site Plan application is specifically for APN 101-46-012. The project site is positioned in the Northeast ¼ of Section 15, Township 21 North, and Range 07 East, of the Gila and Salt River Base Meridian, Coconino County. The site is currently zoned Research and Development (RD) and will be rezoned to Community Commercial (CC) with the proposed project.

PROJECT DESCRIPTION
Highgate intends on building a congregate care facility to help provide support for the seniors of the Flagstaff Community. Buron Inc. / Highgate has hired SWI to compile and submit a site plan for submittal to the City of Flagstaff to satisfy the requirements of the City's Site Plan checklist.

LEGAL DESCRIPTION
The ALTA for the project is included in the Appendix.

WATER/SEWER
Water to the site will be provided by connection to an existing 8" water stub located in the northeast corner of the site. Sewer will be provided by a connection to an existing 6" sewer stub in the southeast corner of the site.

DRAINAGE/STORMWATER
The City requires detention/LID for any commercial development greater than ¼ acre in size. A waiver may be granted for sites with under 5,000 square feet of impervious area. The proposed site is undeveloped; therefore, 84,846 square feet of impervious cover are added with this project. A 7,245 cubic foot underground LID basin is proposed to be located in the southwest portion of the site. Regional Detention Pond A-1, north of Bungalows on Gemini, will provide detention for this project. According to the Drainage Statement Letter submitted with this application, additional onsite detention for the project is not required.

Appendix A

PLOTTED: Apr 10, 2018 - 2:13pm

ALTA/NSPS
LAND TITLE SURVEY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10,
AND THE NORTHEAST QUARTER OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN, CITY OF FLAGSTAFF,
COCONINO COUNTY, ARIZONA

LEGAL DESCRIPTION

PER COMMITMENT FOR TITLE INSURANCE ORDER NO. A-102920 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: FEBRUARY 16, 2018 AT 5:00 P.M.
THE LAND REFERRED TO HEREIN BELOW IS SITUATED FLAGSTAFF, IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

LOT 3, MCMILLAN MESA VILLAGE, TRACT E & F, ACCORDING TO PLAT RECORDED AUGUST 16, 2016 IN INSTRUMENT NO. 3760563, RECORDS OF COCONINO COUNTY, ARIZONA.

SCHEDULE B ITEMS

THE FOLLOWING LIST CONSISTS OF THE SCHEDULE B EXCEPTIONS PER COMMITMENT FOR TITLE INSURANCE ORDER NO. A-102920 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: FEBRUARY 16, 2018 AT 5:00PM

ITEM NO.	BOOK/PAGE	DESCRIPTION	LOCATION
1	N/A	SUBSEQUENT TAXES/ASSESMENTS	N/A
2	N/A	TAXES/ASSESMENTS 2017	N/A
3	N/A	TAXES/ASSESMENTS 2018	N/A
4	N/A	LIABILITIES AND OBLIGATION	N/A
5	N/A	RESERVATIONS AND EXCEPTIONS	N/A
6	N/A	WATER RIGHTS	N/A
7	DOCKET 1156, PAGE 190	ELECTRICAL LINE EASEMENT	AS SHOWN
8	DOCKET 1531, PAGE 90	PUBLICK ROW EASEMENT	N/A
9	INST#3084268, 3087622, 3120952 3376524, 3470071, 3582684, 3672665 ,3761162	RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES, OBLIGATIONS	N/A
10	INST#3220486, 3480611, 3529585, 3582684	RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES, OBLIGATIONS	N/A
11	INST#3432671	TERMS, CONDITIONS, LIABILITIES AND OBLIGATIONS	N/A
12	INST#3488287, 3514405	EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS	AS SHOWN
13	INST#3488288	TERMS, CONDITIONS, LIABILITIES AND OBLIGATIONS	N/A
14	INST#3488289, 2485980, 3582684, 3672665	RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES, OBLIGATIONS	N/A
15	INST#3488289, 3485979	FAILURE TO RECORD RATIFICATION	N/A
16	INST. #3760562	TERMS, CONDITIONS, LIABILITIES AND OBLIGATIONS	N/A
17	INST# 3760563	EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS	AS SHOWN
18	N/A	POSSIBLE RIGHTS OF PARTIES	N/A

NOTES:

AS TO THE TITLE MATTERS SHOWN HEREON, SHEPHARD-WESNITZER, INC. HAS RELIED ON THE COMMITMENT FOR TITLE INSURANCE ORDER NO. A-102920 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: FEBUARY 16, 2018 AT 5:00 PM

SHEPHARD-WESNITZER, INC. AND AARON D. BORLING, RLS, MAKES NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE SUBJECT COMMITMENT FOR TITLE INSURANCE.

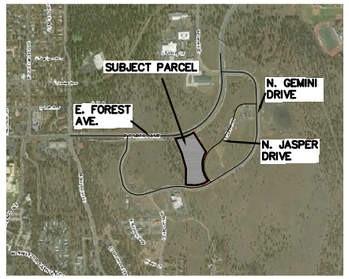
AS FOR THE BOUNDARY INFORMATION SHOWN HEREON, SHEPHARD-WESNITZER, INC. HAS RELIED ON RECORD INFORMATION PROVIDED IN THE COMMITMENT FOR TITLE INSURANCE ORDER NO. A-102920 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: FEBUARY 16, 2018 AT 5:00 PM

NO OTHER REFERENCE INFORMATION NOT LISTED IN THE CURRENT TITLE REPORT OR SHOWN HEREON WAS RESEARCHED, REFERENCED, OR MADE A PART OF THIS SURVEY.

TOPOGRAPHIC INFORMATION SHOWN HEREON WAS OBTAINED BY SHEPHARD-WESNITZER, INC. IN JANUARY 2018. UTILITY LOCATIONS SHOWN HEREON ARE BASED ON THE LOCATION OF ABOVE-GROUND APPURTENANCES, AVAILABLE UTILITY BLUE-STAKE MARKINGS, AND CITY OF FLAGSTAFF GIS UTILITY MAPS. FOR ACCURATE UTILITY LOCATIONS, ADDITIONAL UTILITY POT-HOLING AND/OR BLUE-STAKING MAY BE REQUIRED TO REVEAL ACTUAL UNDERGROUND LOCATIONS.

THE SUBJECT PROPERTY HAS DIRECT ACCESS TO N. KING STREET, A PUBLIC RIGHT-OF-WAY AS SHOWN.

NO ENCROACHMENTS ONTO THE SUBJECT PROPERTY WERE OBSERVED DURING THE COURSE OF THIS SURVEY.



VICINITY MAP (Not to scale)

ZONING CLASSIFICATION:

RESEARCH AND DEVELOPMENT (RD)
CITY OF FLAGSTAFF LAND DEVELOPMENT CODE SEC. 10-40.30.025 (RD)

-SETBACK FRONT
(MIN.): 25'

-SETBACK REAR
ADJACENT TO RESIDENTIAL(MIN.): 15'
ALL OTHER USES(MIN.): 10'

-SETBACK SIDE
ADJACENT TO RESIDENTIAL(MIN.): 15'
ALL OTHER USES(MIN.): 0'
EXTERIOR (MIN.) 15'

-BUILDING HEIGHT (MAX.): 60'
-COVERAGE (MAX.): 25%
-GROSS FAR (MAX.): 0.5
-LOT REQUIREMENTS
AREA GROSS (MIN.): 20,000 SF
WIDTH (MIN.): 75'
DEPTH (MIN.): --

FLOOD ZONE CLASSIFICATION:

ZONE 'X' - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

(PER FEMA FLOOD INSURANCE RATE MAP NUMBER 04005C6809G, EFFECTIVE DATE 9-03-2010).

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER - NOTES, LEGAL DESCRIPTION
2	SUBJECT PARCEL GEOMETRY
3	TOPOGRAPHIC FEATURES

COORDINATE SYSTEM DETAILS

LINEAR UNIT: INTERNATIONAL FEET
GEODETIC DATUM: NAD 83 (2011)
VERTICAL DATUM: NAVD 88 (SEE BELOW)
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION PROJECTION

PROJECTION:
TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN: 35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN: 111° 37' 00" W
NORTHING AT GRID ORIGIN: 0.0 FT
EASTING AT CENTRAL MERIDIAN: 70,000 FT
CENTRAL MERIDIAN SCALE FACTOR: 1.000333 (EXACT)

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODETIC NORTH. NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM NGS CONTROL POINT 'AZFL' (CORS NAVD 88) USING GPS WITH NGS GEOID MODEL "GEOID12A (CONUS)". ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE PUBLISHED ELEVATION OF THIS STATION.

THE SURVEY WAS CONDUCTED USING GPS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). LOCAL NETWORK ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL AND ARE BASED ON AN APPROPRIATELY CONSTRAINED LEAST-SQUARES ADJUSTMENT OF STATISTICALLY INDEPENDENT OBSERVATIONS.

POINT # 4251 3" BRASS CAP USDI-BLM 1981		
LATITUDE = N35°12'38.55632"	NORTHING = 76721.086 FT	ESTIMATED ACCURACY
LONGITUDE = W111°37'52.41747"	EASTING = 76721.086 FT	HORIZ = ±0.051 FT
ELLIPSOID HEIGHT = 7027.83 FT	ELEVATION = 7100.402 FT	VERT = ±0.061 FT
POINT # 4000 2" ALUMINUM CAP "COF 40321"		
LATITUDE = N35°12'36.86546"	NORTHING = 65519.087 FT	ESTIMATED ACCURACY
LONGITUDE = W111°37'53.98090"	EASTING = 76550.088 FT	HORIZ = ±0.046 FT
ELLIPSOID HEIGHT = 7017.788 FT	ELEVATION = 7090.321 FT	VERT = ±0.069 FT
POINT # 3068 NAIL IN CONCRETE		
LATITUDE = N35°12'38.27311"	NORTHING = 76692.569 FT	ESTIMATED ACCURACY
LONGITUDE = W111°38'02.11052"	EASTING = 64844.278 FT	HORIZ = ±0.036 FT
ELLIPSOID HEIGHT = 6998.673 FT	ELEVATION = 7071.189 FT	VERT = ±0.054 FT

LAND SURVEYOR CERTIFICATE:

TO: FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 6, 7(a), 7(b)(i), 7(c), 8, 11, 13 FROM TABLE A THEREOF. THE FILED WORK WAS COMPLETED ON APRIL 1, 2018.

DATE OF PLAT OR MAP: 4-9-2018

Aaron D. Borling, RLS 48756

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

REVISIONS			
NO.	DESCRIPTION	DATE	BY

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

JOB NO:	18051
DATE:	4-9-2018
SCALE:	AS SHOWN
DRAWN:	MJR
DESIGN:	
CHECKED:	ADB

HIGHGATE FLAGSTAFF — FLAGSTAFF, ARIZONA

ALTA/NSPS LAND TITLE SURVEY
APN: 101-14-6012

REGISTERED LAND SURVEYOR — 48756 AARON D. BORLING — Date Signed 4/9/18 — ARIZONA, USA — Expires 12/31/20

DRAWING NO. A1

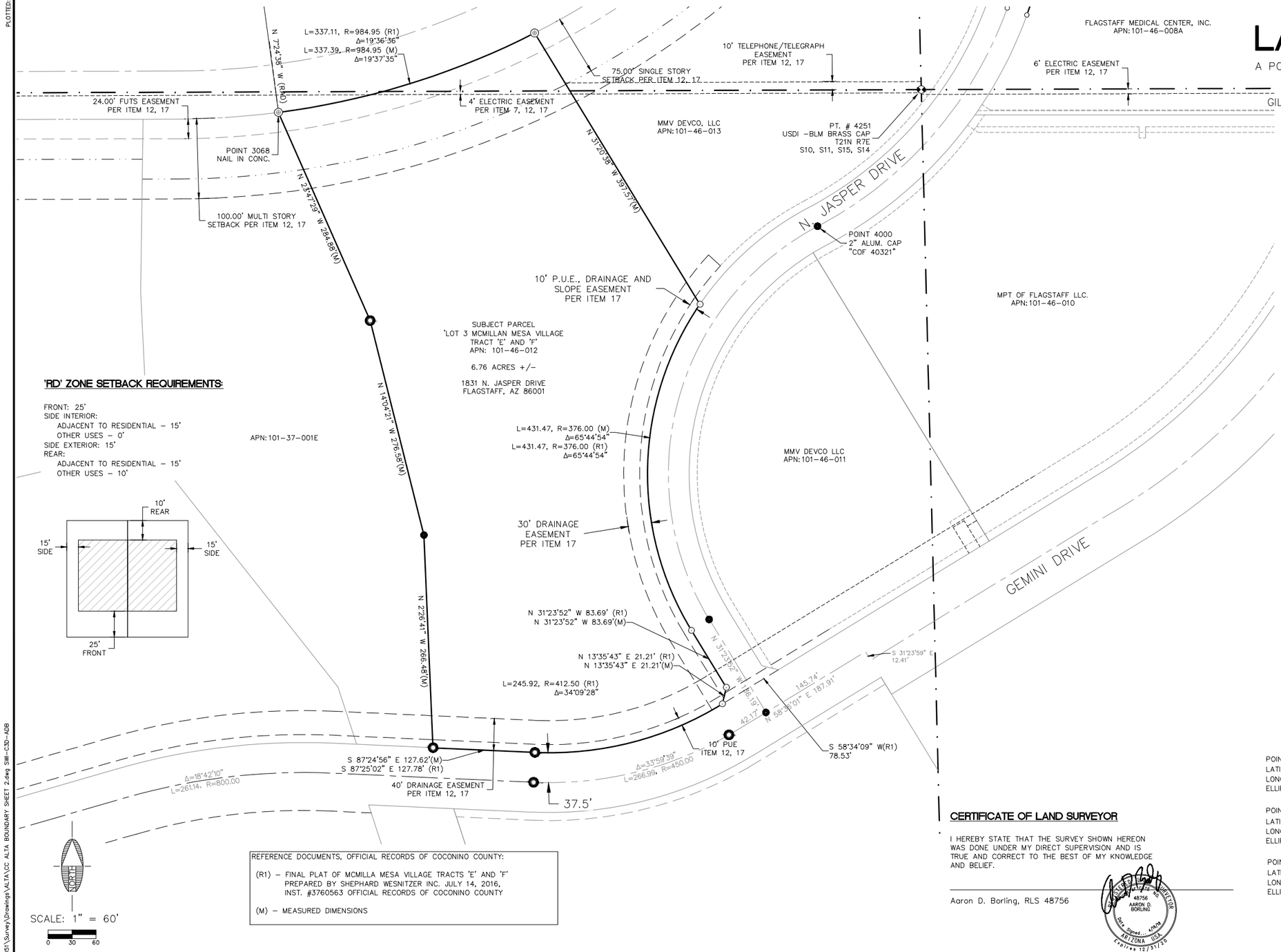
SHT NO. 1 OF 3

FILE: P:\2018\18051\Survey\Drawings\ALTA\COVER SHEET.dwg MJR-C3D-17

PLOTTED: Apr 25, 2018 - 4:43pm

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, AND THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST GILA AND SALT RIVER MERIDIAN, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA



'RD' ZONE SETBACK REQUIREMENTS:

FRONT: 25'
SIDE INTERIOR:
ADJACENT TO RESIDENTIAL – 15'
OTHER USES – 0'
SIDE EXTERIOR: 15'
REAR:
ADJACENT TO RESIDENTIAL – 15'
OTHER USES – 10'

REFERENCE DOCUMENTS, OFFICIAL RECORDS OF COCONINO COUNTY:

(R1) – FINAL PLAT OF MCMILLA MESA VILLAGE TRACTS 'E' AND 'F' PREPARED BY SHEPHARD WESNITZER INC. JULY 14, 2016, INST. #3760563 OFFICIAL RECORDS OF COCONINO COUNTY

(M) – MEASURED DIMENSIONS

LEGEND

- PARCEL BOUNDARY LINE
- EASEMENTS AS NOTED
- SECTION LINE
- SETBACK AS NOTED
- SETBACK AS NOTED
- ADJACENT PARCEL / RIGHT-OF-WAY
- CENTERLINE
- FOUND SECTION CORNER MONUMENT AS NOTED
- FOUND 2" ALUMINUM CAP "SWI 40640"
- FOUND 2" ALUMINUM CAP "COF 40321" UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR W/ TAG STAMPED "RLS 40460"
- FOUND NAIL
- SET 1/2" REBAR W/ ALUM. CAP "RLS 48756"

COORDINATE SYSTEM DETAILS

LINEAR UNIT:	INTERNATIONAL FEET
GEODETIC DATUM:	NAD 83 (2011)
VERTICAL DATUM:	NAVD 88 (SEE BELOW)
SYSTEM:	CITY OF FLAGSTAFF LOW DISTORTION PROJECTION

PROJECTION:
TRANSVERSE MERCATOR

LATITUDE OF GRID ORIGIN:	35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN:	111° 37' 00" W
NORTHING AT GRID ORIGIN:	0.0 FT
EASTING AT CENTRAL MERIDIAN:	70,000 FT
CENTRAL MERIDIAN SCALE FACTOR:	1.000333 (EXACT)

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POINT # 4251 3" BRASS CAP USDI-BLM 1981

LATITUDE = N35°12'38.55632"	NORTHING = 76721.086 FT	ESTIMATED ACCURACY
LONGITUDE = W111°37'52.41747"	EASTING = 76721.086 FT	HORIZ = ±0.051 FT
ELLIPSOID HEIGHT = 7027.83 FT	ELEVATION = 7100.402 FT	VERT = ±0.061 FT

POINT # 4000 2" ALUMINUM CAP "COF 40321"

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ELLIPSOID HEIGHT = 7017.788 FT	ELEVATION = 7090.321 FT	VERT = ±0.069 FT

POINT # 3068 NAIL IN CONCRETE

LATITUDE = N35°12'38.27311"	NORTHING = 76692.569 FT	ESTIMATED ACCURACY
LONGITUDE = W111°38'02.11052"	EASTING = 64844.278 FT	HORIZ = ±0.036 FT
ELLIPSOID HEIGHT = 6998.673 FT	ELEVATION = 7071.189 FT	VERT = ±0.054 FT

CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Aaron D. Borling, RLS 48756

CERTIFICATE NO. 48756 AARON D. BORLING Date Signed 4/19/18 ARIZONA U.S.A. Expires 12/31/19

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

NO.	DESCRIPTION	DATE	BY

Shephard Wesnitzer, Inc.
110 West Dale Ave
Flagstaff, Az 86001
928.773.0354
928.774.8934 fax
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JOB NO:	18051
DATE:	4-19-2018
SCALE:	1"=60'
DRAWN:	MJR
DESIGN:	
CHECKED:	ADB

HIGHGATE FLAGSTAFF — FLAGSTAFF, ARIZONA

ALTA/NSPS LAND TITLE SURVEY
APN: 101-46-012

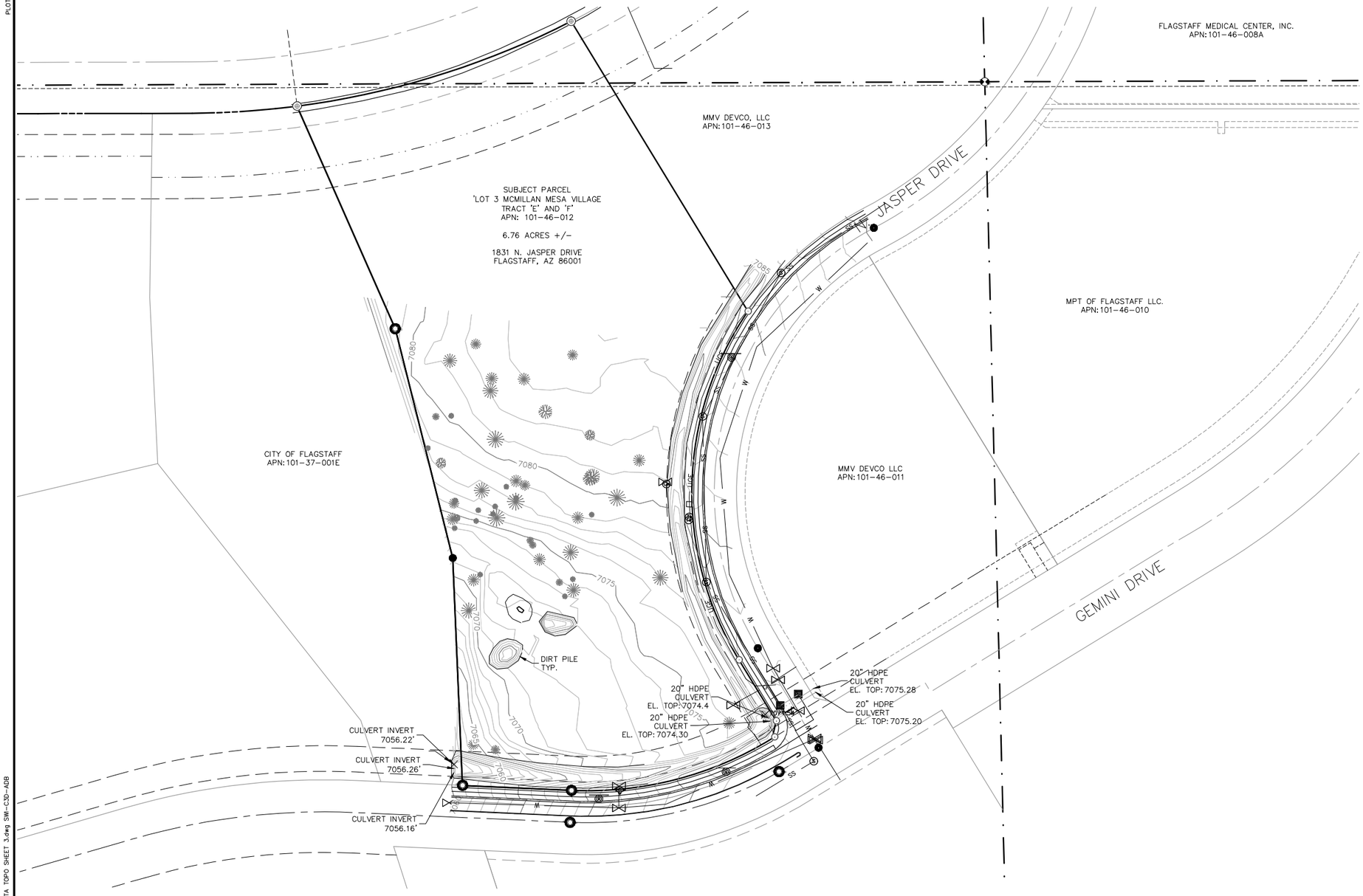
DRAWING NO. A2
SHT NO. 2 OF 3

FILE: P:\2018\18051\Survey\Drawings\ALTA\CC ALTA BOUNDARY SHEET 2.dwg SWI-CSD-ADB

PLOTTED: Apr 23, 2018 - 5:08pm

ALTA/NSPS
LAND TITLE SURVEY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10,
AND THE NORTHEAST QUARTER OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN, CITY OF FLAGSTAFF,
COCONINO COUNTY, ARIZONA



LEGEND

- CONTOUR LINES (1000)
- PARCEL BOUNDARY LINE
- EDGE OF ASPHALT
- EDGE OF CURB/GUTTER
- EDGE OF CONCRETE
- CENTERLINE
- EDGE OF BULDING
- UGE — UNDERGROUND ELECTRIC LINE
- G — UNDERGROUND GAS LINE
- W — WATER LINE
- SS — SANITARY SEWER LINE
- PAINT STRIPE
- SEWER MANHOLE TOP
- SEWER VALVE
- WATER VALVE
- TELEPHONE RISER
- GAS RISER
- ELECTRIC TRANSFORMER
- ELECTRIC PULLBOX
- SIGN
- FIRE HYDRANT
- CATCH BASIN/GRATE
- PINE TREE
- JUNIPER TREE

NORTH

SCALE: 1" = 60'

0 30 60

CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Aaron D. Borling, RLS 48756

CERTIFICATE NO. 48756 AARON D. BORLING Date Signed 4/19/18 ARIZONA USA Expires 12/31/19

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

NO.	DESCRIPTION	DATE	BY

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

JOB NO:	18051
DATE:	4-19-2018
SCALE:	1"=60'
DRAWN:	MJR
DESIGN:	
CHECKED:	ADB

HIGHGATE FLAGSTAFF — FLAGSTAFF, ARIZONA

ALTA/NSPS LAND TITLE SURVEY
APN: 101-46-012

DRAWING NO. A3

SHT NO. 3 OF 3

FILE: P:\2018\18051\Survey\Drawings\ALTA\CC ALTA TOPO SHEET 3.dwg SWI-C3D-ADB

PLOTTED: Feb 25, 2019–1:56pm

SITE PLAN
FOR
HIGHGATE FLAGSTAFF
FLAGSTAFF, ARIZONA

LOCATED IN THE NE $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE AND MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

CITY CONCEPT APPROVAL

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS AND OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

CITY ENGINEER:

BY: _____ DATE:

CITY PUBLIC WORKS DIRECTOR

BY: _____ DATE:

CITY WATER SERVICE DIRECTOR

BY: _____ DATE:

AUTHORIZATION TO CONSTRUCT:

THE SIGNATURES ABOVE ARE REQUIRED BEFORE THE CONTRACTOR CAN COMMENCE. UNSIGNED, THESE PLANS HAVE NOT BEEN COMPLETED WITH RESPECT TO AGENCY REVIEW AND APPROVAL.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY: _____ DATE:

UNISOURCE ENERGY SERVICES

BY: _____ DATE:

CENTURYLINK

BY: _____ DATE:

ALTICE U.S.A

BY: _____ DATE:

UTILITY COMPANY CONTACTS

APS
CONTACT: RYAN WIESNER
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
RYAN.WIESNER@APS.COM
PHONE: (928) 773–6447

CENTURYLINK
CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@CENTURYLINK.COM
PHONE: (928) 779–4935

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226–2269

ALTICE USA
CONTACT: SANFORD YAZZIE
1601 SOUTH PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266–0672

RESOURCE PRESERVATION

THE PROJECT FALLS WITHIN PARCELS D2 AND E AS SHOWN ON THE APPROVED MCMILLAN MESA VILLAGE NRPP. ACCORDING TO NOTE 6 ON SHEET 2 OF THE NRPP, IT IS ASSUMED THAT 0% OF THE TREE RESOURCES ON EITHER PARCEL ARE TO BE PRESERVED.

IMPERVIOUS AREA SUMMARY

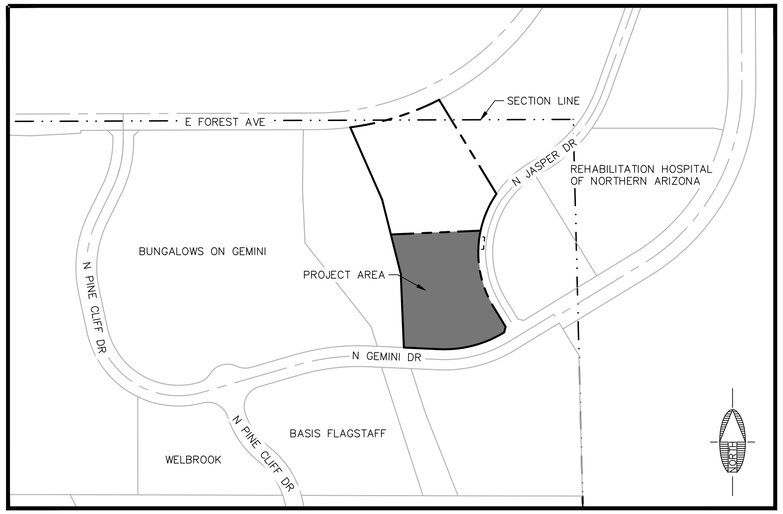
PRE–DEVELOPMENT IMPERVIOUS AREA = 0 SF
POST–DEVELOPMENT IMPERVIOUS AREA = 84,846 SF

FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6809G, EFFECTIVE SEPTEMBER 2, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SOURCE OF PROJECT INFORMATION

BOUNDARY AND TOPOGRAPHIC INFORMATION BASED ON ALTA/NSPS LAND TITLE SURVEY PROVIDED BY SWI, DATED 4/19/2018.



VICINITY MAP
N.T.S.

PROJECT OWNER:

MMV DEVCO, LLC.
RAINTREE CORPORATE CENTER
15300 N. 90TH STREET, STE. 200
SCOTTSDALE, AZ 85620
(480) 627–7000

PROJECT DEVELOPER:

BURON INC.
DAN STRINDEN
14203 WIDE HOLLOW ROAD
YAKIMA, WA 98908

PROJECT ARCHITECT:

TWM ARCHITECTS & PLANNERS
PAUL HARTMAN
1011 C STREET
SAN RAFAEL, CA 94901
(415) 472–5770 EXT. #39

PROJECT ENGINEER:

SHEPHARD WESNITZER INC.
STEPHEN IRWIN
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773–0354

PROPERTY INFORMATION:

LATITUDE: 35°12'34" N LONGITUDE: 111°37'58" W

1831 N. JASPER DRIVE
FLAGSTAFF, AZ 86004

APN# 101–46–012 (±3.34 AC OF 6.76 AC)

EXISTING ZONING: RESEARCH & DEVELOPMENT (RD)
PROPOSED ZONING: COMMUNITY COMMERCIAL (CC)

LEGEND

- ROW
- EASEMENT
- 8"SS — GRAVITY SEWER LINE
- 8"W — PUBLIC WATER LINE
- STORM DRAIN PIPE
- LOT BOUNDARY
- FIRE HYDRANT
- WATER METER
- SEWER MANHOLE
- STORM DRAIN MANHOLE
- STORM DRAIN GRATE
- RPA — REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY
- GATE VALVE
- PROPOSED DRAINAGE FLOW
- PROPOSED UNDERGROUND STORMTECH SC–740 CHAMBERS FOR LID POND
- EX. LOT LINE
- EX. EASEMENT
- EX. 100–YR FLOODPLAIN
- EX. INTERMEDIATE CONTOUR
- 6945 — EX. INDEX CONTOUR
- 12"W — EX. WATER LINE
- EX. SEWER LINE
- G — EX. GAS
- S — EX. STORM DRAIN
- UGE — EX. UNDERGROUND UTIL.
- OHE — EX. OVERHEAD UTIL.
- EX. ROAD STRIPING
- WV — EX. WATER VALVE
- EX. IRRIGATION
- EX. SIGNAGE
- EX. LIGHT POLE
- 50687478 — EX. ELECTRIC BOX
- EX. DRAINAGE FLOW
- SECTION LINE

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FLAGSTAFF ARIZONA

HIGHGATE FLAGSTAFF

COVER SHEET

JOB NO: 18051
DATE: FEB 19
SCALE: AS SHOWN
DRAWN: KMB/CNP
DESIGN: KMB/BH
CHECKED: SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

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Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

Call at least two full working days before you begin excavation
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8–1–1 or 1–800–STAKE–IT (782–5348)

DRAWING NO.
CVR

SHT NO. 1 OF 3

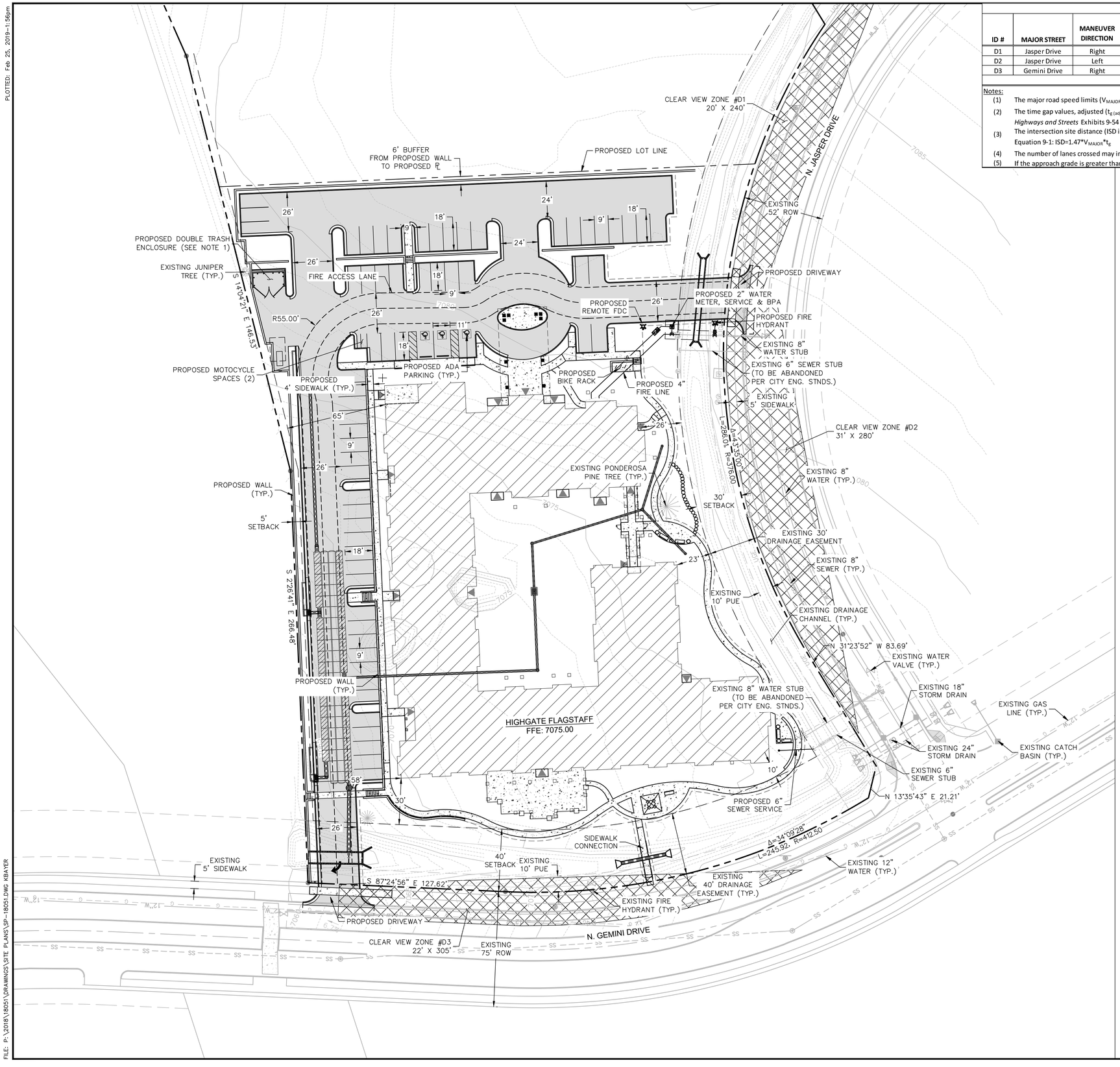
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PLOTTED: Feb. 25, 2019--1:56pm

CLEAR VIEW ZONE CALCULATIONS

ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (V_{MAJOR})[1]	TIME GAP $t_{g\,(unadjusted)}$[2]	GRADE ≤ 3%	ACTUAL GRADE[5]	MULTIPLE LANE CROSSINGS	NO. OF LANES[4]	TIME GAP $t_{g(adjusted)}$[2]	INTERSECTION SIGHT DISTANCE (ISD[3])	STOPPING SIGHT DISTANCE (SSD)
D1	Jasper Drive	Right	25	6.5	Yes	2%	No	1	6.5	240	155
D2	Jasper Drive	Left	25	7.5	Yes	2%	No	2	8.0	280	155
D3	Gemini Drive	Right	30	6.5	No	7%	No	1	6.9	305	200

Notes:
(1) The major road speed limits (V_{MAJOR} in MPH) are based on existing conditions in the project vicinity.
(2) The time gap values, adjusted ($t_{g\,(adjusted)}$ in seconds) and unadjusted ($t_{g\,(unadjusted)}$ in seconds), are based on the current site plan and the *AASHTO-Geometric Design of Highways and Streets* Exhibits 9-54 and 9-57 for D1 and D2 and Exhibits 9-66 and 9-67 for M1. The first lane crossed does not warrant an adjustment to the time gap.
(3) The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the *AASHTO-Geometric Design of Highways and Streets*. Equation 9-1: $ISD=1.47*V_{MAJOR}*t_g$
(4) The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.
(5) If the approach grade is greater than 3%, add 0.1 seconds for each percent grade.



NOTES:

1. TRASH BIN WILL BE ROLLED OUT OF ENCLOSURE TO THE SOUTH TO BE EASILY ACCESSED BY CITY TRASH TRUCK FOR PICK UP.

PROJECT DATA:

SITE ACREAGE = 145,328 SF / 3.34 AC

ASSISTED CARE FACILITY:
1ST FLOOR = 33,315 SF
2ND FLOOR = 31,666 SF
3RD FLOOR = 23,831 SF
TOTAL = 88,812 SF

TOTAL UNITS = 80
60 ASSISTED LIVING "MANOR" UNITS
20 MEMORY CARE "COTTAGE" UNITS

BUILDING HEIGHT = 40' MAX
PROPOSED BUILDING HEIGHT = 35'
FAR = 2.5 MAX
TOTAL BUILDING SQUARE FEET = 88,812 SF
TOTAL GROUND FLOOR = 33,315 SF
PROPOSED FAR = 0.61

LOT COVERAGE = 40% MAX
PROPOSED LOT COVERAGE = 23%

PARKING
0.75 SPACES PER UNIT (45 SPACES REQUIRED*)
*MEMORY CARE RESIDENTS CANNOT DRIVE
1 SPACE PER EMPLOYEE (26 SPACES REQUIRED)

TOTAL PARKING REQUIRED = 71 SPACES
PARKING REDUCTIONS = 1 SPACE FOR BIKE PARKING
2 SPACES FOR MOTORCYCLE PARKING
3 SPACES FOR PROXIMITY TO TRANSIT STOP (¼ MILE)
TOTAL PARKING REQUIRED W/REDUCTION = 65 SPACES (WITH 3 ADA SPACES)
TOTAL PARKING PROVIDED = 65 SPACES

TOTAL BIKE REQUIRED = 4 SPACES
TOTAL BIKE PROVIDED = 4 SPACES

TOTAL MOTORCYCLE REQUIRED = 2 SPACES
TOTAL MOTORCYCLE PROVIDED = 2 SPACES

SCALE 1" : 30'
0 15 30

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FLAGSTAFF ARIZONA

HIGHGATE FLAGSTAFF

CIVIL SITE PLAN

JOB NO: 18051
DATE: FEB 19
SCALE: AS SHOWN
DRAWN: KMB/CNP
DESIGN: KMB/BH
CHECKED: SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

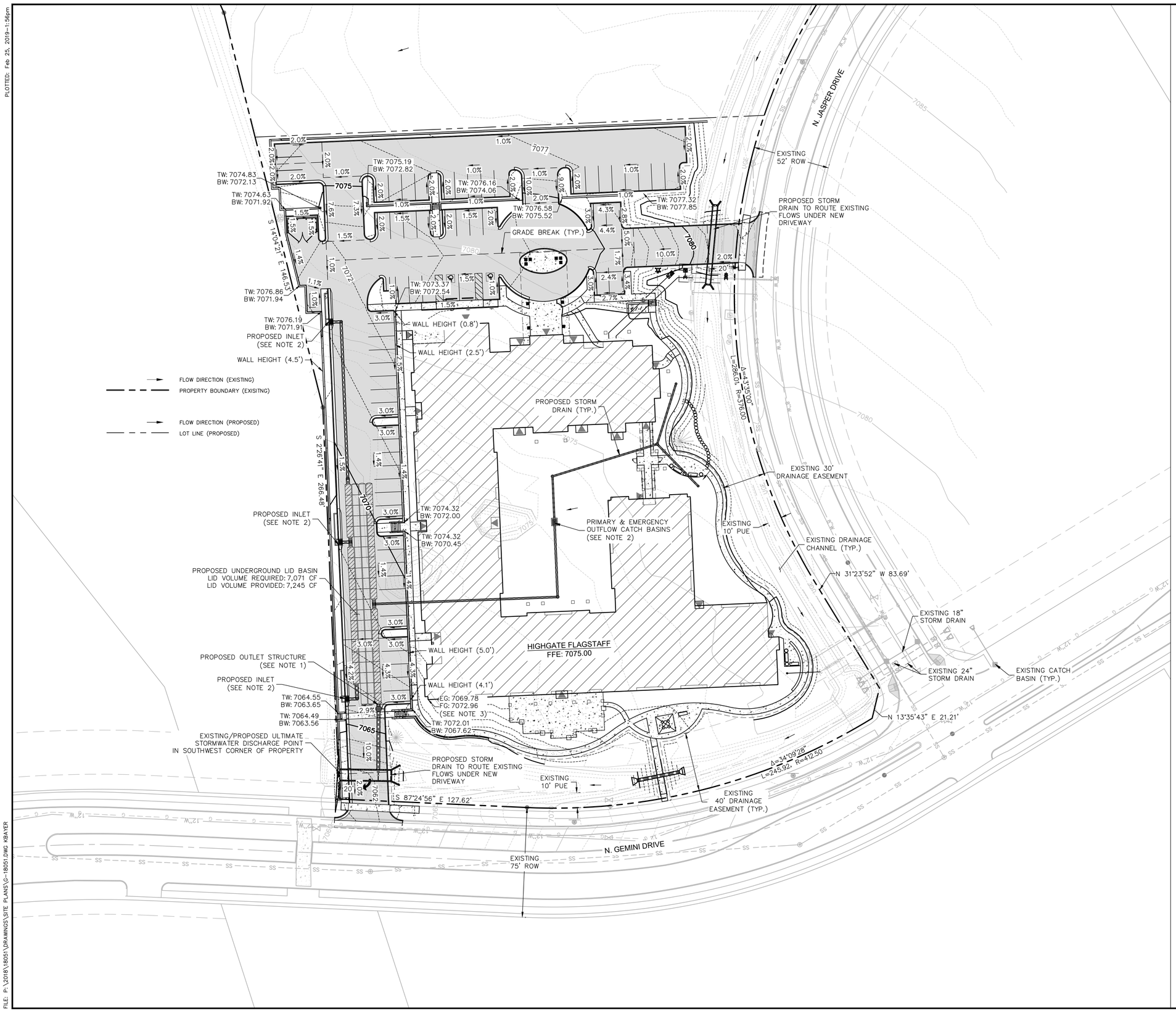
Call at least two full working days before you plan to excavate
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
SP01

SHT NO. 2 OF 3

FILE: P:\2018\18051\DRAWINGS\SITE PLANS\SP--18051.DWG KBAYER

PLOTTED: Feb. 25, 2019--1:56pm



Site Plan Impervious Areas & LID Analysis

Basin ID	Site Area (sf)	Total impervious area for LID (sf)	Required 1" LID volume based on impervious gross area (cf)	LID required depth (ft)
				0.08
1	145,328	84,846	7,071	

1. Gross required 1" LID volume is for impervious area including streets, parking, sidewalks and buildings.

NOTES:

1. OUTLET STRUCTURE WILL BE DESIGNED TO RETAIN THE REQUIRED LID VOLUME. AN OUTFLOW WEIR WILL ALLOW HIGHER FLOWS TO OVERTOP A WEIR AND DISCHARGE INTO THE GEMINI ROADSIDE DITCH.
2. LOCATION AND SIZE OF CATCH BASINS WILL BE DETERMINED WITH CONSTRUCTION PLANS.
3. PER THE MCMILLAN MESA SPECIFIC PLAN, THE MAXIMUM BUILDING HEIGHT ALLOWED IS 40 FEET FROM EXISTING OR PROPOSED GRADE, WHICHEVER YIELDS THE GREATEST HEIGHT. THE FINISHED GRADE IS 5 FEET HIGHER THAN EXISTING GRADE; THEREFORE, THE PROPOSED BUILDING HEIGHT IS 35 FEET.

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FLAGSTAFF ARIZONA

HIGHGATE FLAGSTAFF

GRADING AND DRAINAGE PLAN

JOB NO: 18051
DATE: FEB 19
SCALE: AS SHOWN
DRAWN: KMB/CNP
DESIGN: KMB/BH
CHECKED: SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

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Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

Call at least two full working days before you dig (Arizona Law) Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
Arizona Blue Stake, Inc.

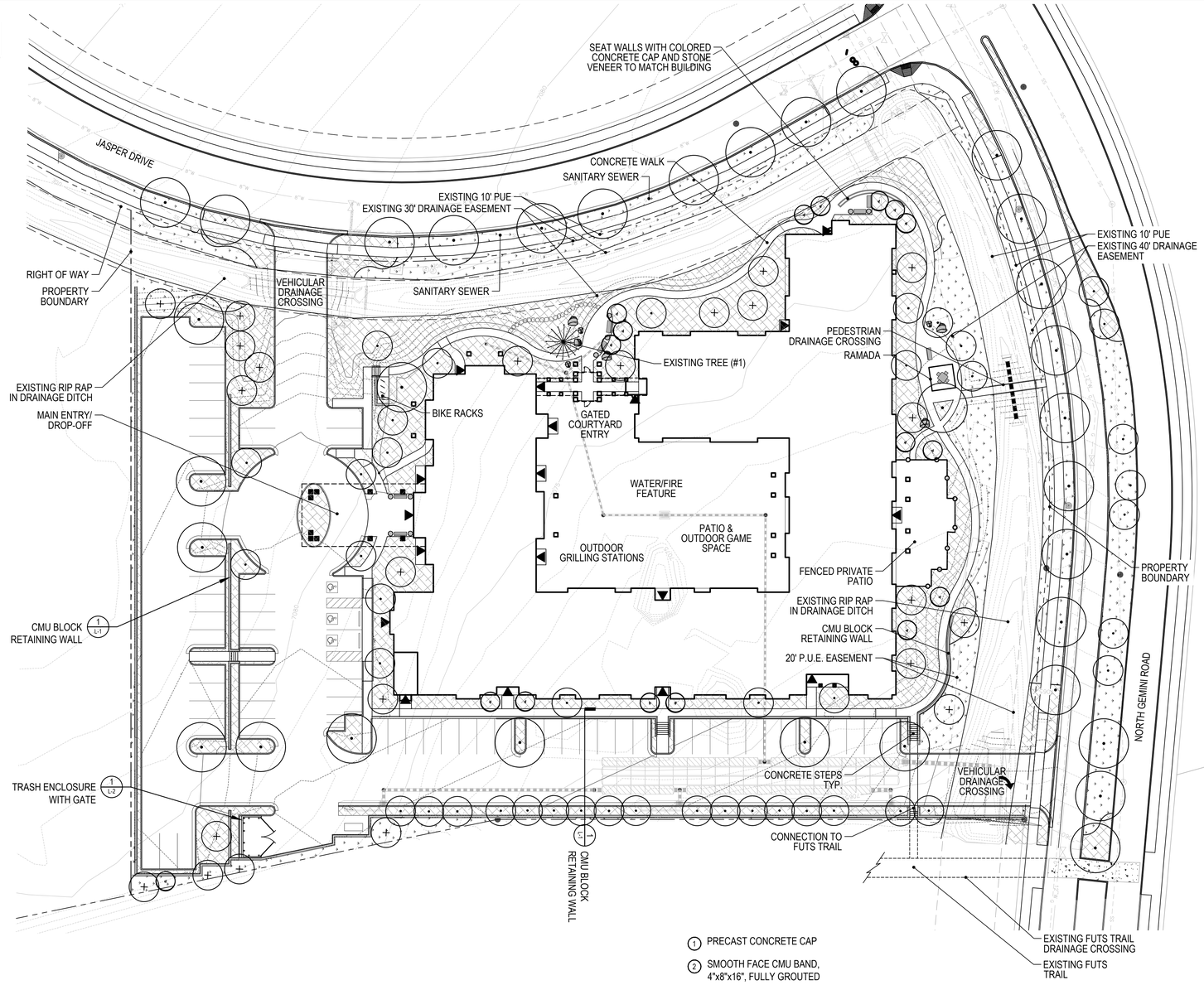
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GD01

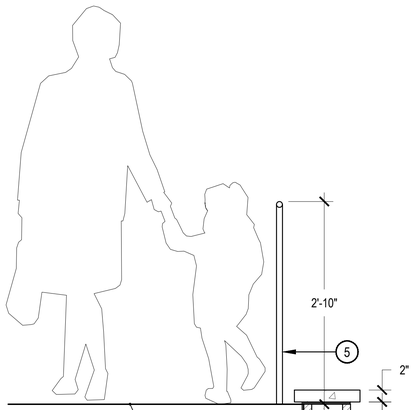
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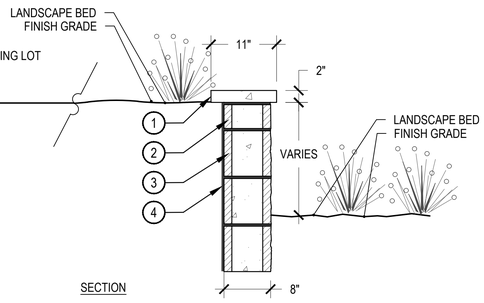
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EXISTING TREE CALCULATIONS

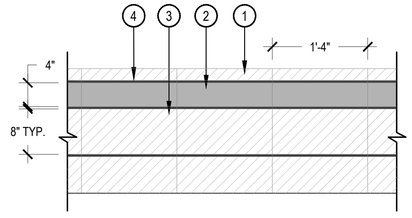
TREE ID#	SIZE (DBH)
#1 - PONDEROSA PINE	10"







SECTION



ELEVATION

1. PRECAST CONCRETE CAP
2. SMOOTH FACE CMU BAND, 4"x8"x16", FULLY GROUTED
3. SPLITFACE CMU, 8"x8"x16", FULLY GROUTED
4. ¾" GROUTED JOINTS
5. GUARDRAIL, 1" Ø TUBE RAILS AND POST

NOTES:
1. RETAINING WALL WITH FALL PROTECTION GUARDRAILS ONLY REQUIRED WHERE WALKING SURFACE IS LOCATED WITHIN 30" OF RETAINING WALL WITH VERTICAL DROP OF 36" OR GREATER.

1 CMU BLOCK RETAINING WALL

SCALE: 1" = 1'-0"

LEGEND

- CANOPY TREE
- EVERGREEN TREE
- LARGE ORNAMENTAL TREE
- SMALL ORNAMENTAL TREE
- EXISTING PONDEROSA PINE TREE
- WALLS
- BENCH
- PLANTER POT
- OUTDOOR TABLE
- BIKE RACK
- BOULDER
- LANDSCAPE BED
- NATIVE SEED

HYDROZONE NOTES

1. ALL LANDSCAPE BEDS WILL BE CLASSIFIED AS HYDROZONE 2 TRANSITION ZONE.
2. ALL AREAS OF NATIVE SEED SHALL BE CONSIDERED HYDROZONE 3 NATIVE ZONE.
3. HYDROZONE 1 OASIS ZONES MAY OCCUR WITHIN THE COURTYARD AND WILL BE VERY LIMITED IN SIZE.

NORTH

0 15' 30' 60'

SCALE: 1"=30'-0"

CHECKED BY: AH
DRAWN BY: AH/KW

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P 928.233.3021
www.norris-design.com

HIGHGATE CONGREGATE CARE FACILITY

1831 N JASPER DR
FLAGSTAFF, AZ

OWNER:
BURON INC
ATTN: DAN STRINGEN
14203 WIDE HOLLOW RD
YAKIMA, WA 98908
509-834-0538

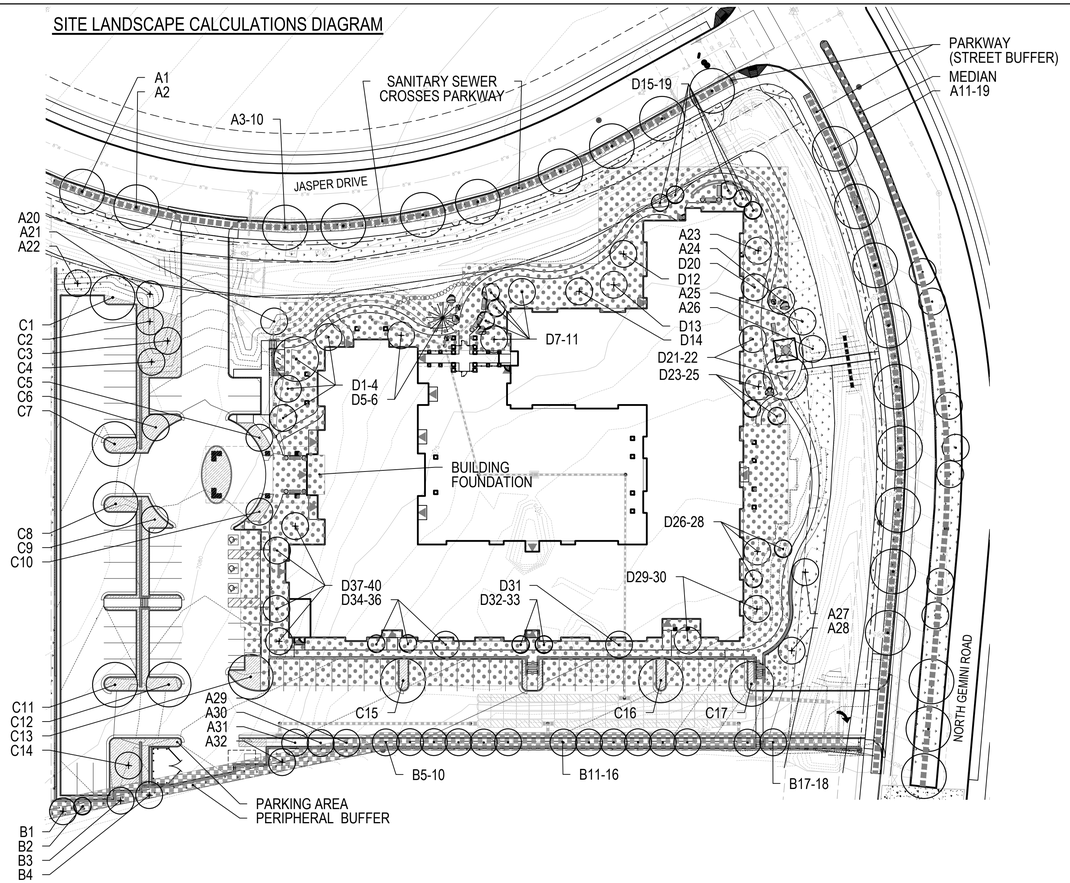
NOT FOR CONSTRUCTION

DATE:
06/12/18 CONCEPT PLAN
07/26/18 CONCEPT PLAN
09/18/18 SITE PLAN
12/27/18 SITE PLAN
01/24/19 SITE PLAN
02/07/19 SITE PLAN
02/26/19 SITE PLAN

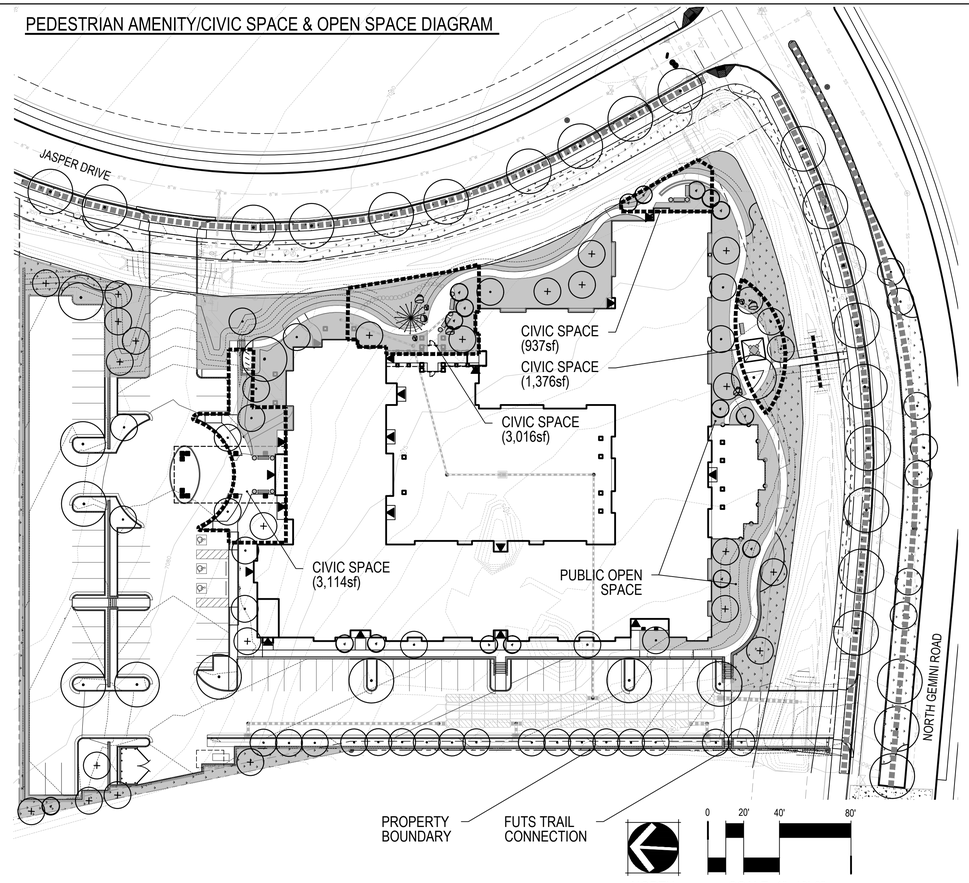
SHEET TITLE:
LANDSCAPE PLAN

L-1

SITE LANDSCAPE CALCULATIONS DIAGRAM



PEDESTRIAN AMENITY/CIVIC SPACE & OPEN SPACE DIAGRAM



LEGEND

- STREET BUFFER
- PARKING AREA
- *PERIPHERAL BUFFER
- BUILDING FOUNDATION
- PUBLIC OPEN SPACE
- OUTDOOR PEDESTRIAN AMENITY SPACE/CIVIC SPACE
- PARKWAY AND MEDIAN

TREE COUNT CODE

A#	STREET BUFFER
B#	*PERIPHERAL BUFFER
C#	PARKING AREA
D#	BUILDING FOUNDATION

SITE DEVELOPMENT REQUIREMENTS 3.34 ACRES / 145,328sf

	REQUIRED	PROVIDED
PEDESTRIAN AMENITY SPACE/CIVIC SPACE	7,266sf (5.0% OF TOTAL AREA)	8,443sf (5.8% OF TOTAL AREA)
OPEN SPACE	21,798sf (15.0% OF TOTAL AREA)	23,056sf (15.9% OF TOTAL AREA)

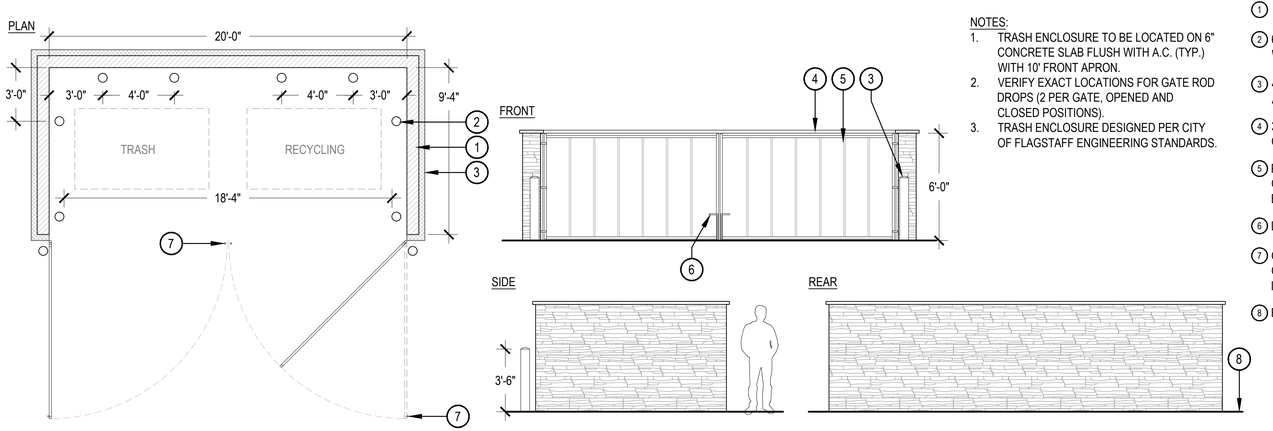
* EACH EXISTING TREE THAT IS A MINIMUM OF SIX INCHES IN DIAMETER AT BREAST HEIGHT (DBH) OR 10 FEET IN HEIGHT OR LARGER MAY SUBSTITUTE FOR THE REQUIREMENT OF TWO EVERGREEN LANDSCAPE TREES.
FOR EACH EXISTING TREE RETAINED IN A LANDSCAPE AREA, THE REQUIREMENT FOR SHRUBS AND GROUNDCOVERS ASSOCIATED WITH THAT TREE WILL BE WAIVED.
** NON-NATIVE TREE SHALL BE A MINIMUM 6' TALL OR 2" CALIPER.
(CITY OF FLAGSTAFF LANDSCAPING STANDARDS SECTION 10-50.60.050)

SITE LANDSCAPE CALCULATIONS

LOT 1 - RESIDENTIAL 3.34 ACRES				
		REQUIRED	MINIMUM SIZE REQUIRED	PROVIDED
STREET BUFFER				
TOTAL L.F. 809	TREES	1 PER 25 LINEAR FEET = 32	15 GALLON**	19 PARKWAY 13 ON-SITE
	SHRUBS	2 PER TREE = 64	5 GALLON	64
	GROUNDCOVER	2 PER TREE = 64	1 GALLON	64
PERIPHERAL BUFFER				
TOTAL L.F. 446	TREES	1 PER 25 LINEAR FEET = 18	15 GALLON**	18
	SHRUBS	2 PER TREE = 36	5 GALLON	36
	GROUNDCOVERS	2 PER TREE = 36	1 GALLON	36
PARKING AREA				
TOTAL PARKING SPACES 65	TREES	2 EVERY 8 PARKING SPACE = 17	15 GALLON**	17
	SHRUBS	2 PER TREE = 34	5 GALLON	34
	GROUNDCOVERS	2 PER TREE = 34	1 GALLON	34
	MIN. INTERIOR LANDSCAPED AREA	30sf PER SPACE = 2,040sf		4,533sf
BUILDING FOUNDATION				
TOTAL L.F. 1,025	TREES	1 PER 25 LINEAR FEET = 41	15 GALLON**	40
	SHRUBS	2 PER TREE = 80	5 GALLON	80
	GROUNDCOVERS	2 PER TREE = 80	1 GALLON	80
	EXISTING TREES			1

PARKWAY LANDSCAPE CALCULATIONS

PARKWAY				
TOTAL L.F. 816	TREES	1 EVERY 45 L.F. ON AVERAGE = 18	15 GALLON**	19
	SHRUBS	25% COVERAGE MINUS GROUNDCOVER	5 GALLON	TBD
	GROUNDCOVERS	25% COVERAGE MINUS SHRUBS	1 GALLON	TBD
MEDIAN				
TOTAL L.F. 430	TREES	1 EVERY 45 L.F. ON AVERAGE = 10	15 GALLON**	10
	SHRUBS	25% COVERAGE MINUS GROUNDCOVER	5 GALLON	TBD
	GROUNDCOVERS	25% COVERAGE MINUS SHRUBS	1 GALLON	TBD



NOTES:
1. TRASH ENCLOSURE TO BE LOCATED ON 6" CONCRETE SLAB FLUSH WITH A.C. (TYP.) WITH 10' FRONT APRON.
2. VERIFY EXACT LOCATIONS FOR GATE ROD DROPS (2 PER GATE, OPENED AND CLOSED POSITIONS).
3. TRASH ENCLOSURE DESIGNED PER CITY OF FLAGSTAFF ENGINEERING STANDARDS.

1 TRASH ENCLOSURE WITH GATE

SCALE: 1/4" = 1'-0"

CHECKED BY: AH
DRAWN BY: AH/KW

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HIGHGATE CONGREGATE CARE FACILITY

1831 N JASPER DR
FLAGSTAFF, AZ

OWNER:

BURON INC
ATTN: DAN STRINGEN
14203 WIDE HOLLOW RD
YAKIMA, WA 98908
509-834-0538

NOT FOR CONSTRUCTION

DATE:

06/12/18 CONCEPT PLAN
07/26/18 CONCEPT PLAN
09/18/18 SITE PLAN
12/27/18 SITE PLAN
01/24/19 SITE PLAN
02/07/19 SITE PLAN
02/26/19 SITE PLAN

SHEET TITLE:

LANDSCAPE CALCS

L-2

ALLOWABLE BUILDING AREA AND HEIGHT

IBC CODE ANALYSIS: TYPE V-A CONSTRUCTION (w/ SPRINKLERS) / 3 STORY

GROUPS (MIXED):

A-2	(ASSEMBLY - IBC 303.3)	
B	(BUSINESS / OFFICE - IBC 304)	
I-1	(ASSISTED LIVING "MANOR" - IBC 308.3)	
I-2	(MEMORY CARE "COTTAGE" - IBC 308.4)	

OCCUPANCY SEPARATIONS:

I-2 : A-2 = 1 HR	(IBC TABLE 508.4)	**A-2 : I-2 = 2 HR**	(IBC TABLE 508.4)
I-2 : B = 2 HR	(IBC TABLE 508.4)	**A-2 : I-1 = 1 HR**	(IBC TABLE 508.4)
I-2 : I-1 = 2 HR	(IBC TABLE 508.4)	**A-2 : B = 1 HR**	(IBC TABLE 508.4)

BUILDING TYPE: **TYPE V-A (w/ SPRINKLERS)**

ALLOWABLE HEIGHT:

A-2	**2 STORIES**	**50 FEET**	(TABLE 503 - TYPE V-A)
B	**3 STORIES**	**50 FEET**	(TABLE 503 - TYPE V-A)
I-1	**3 STORIES**	**50 FEET**	(TABLE 503 - TYPE V-A)
I-2	**1 STORY**	**50 FEET**	(TABLE 503 - TYPE V-A)

BUILDING AREA AND USE:

	FLOOR	BUILDING AREA	A-2	B	I-1	I-2	
BUILDING A1	1	33,315	11,391	1,106	8,869	11,949	
	2	31,666	5,430	794	25,442	0	
	3	23,831	0	0	23,831	0	
	TOTAL	**88,812**	**16,821**	**1,900**	**58,142**	**11,949**	TOTAL AREA
		100.0%	18.9%	2.1%	65.5%	13.5%	% TOTAL

ALLOWABLE AREA (S.F.) PER IBC 508.4:

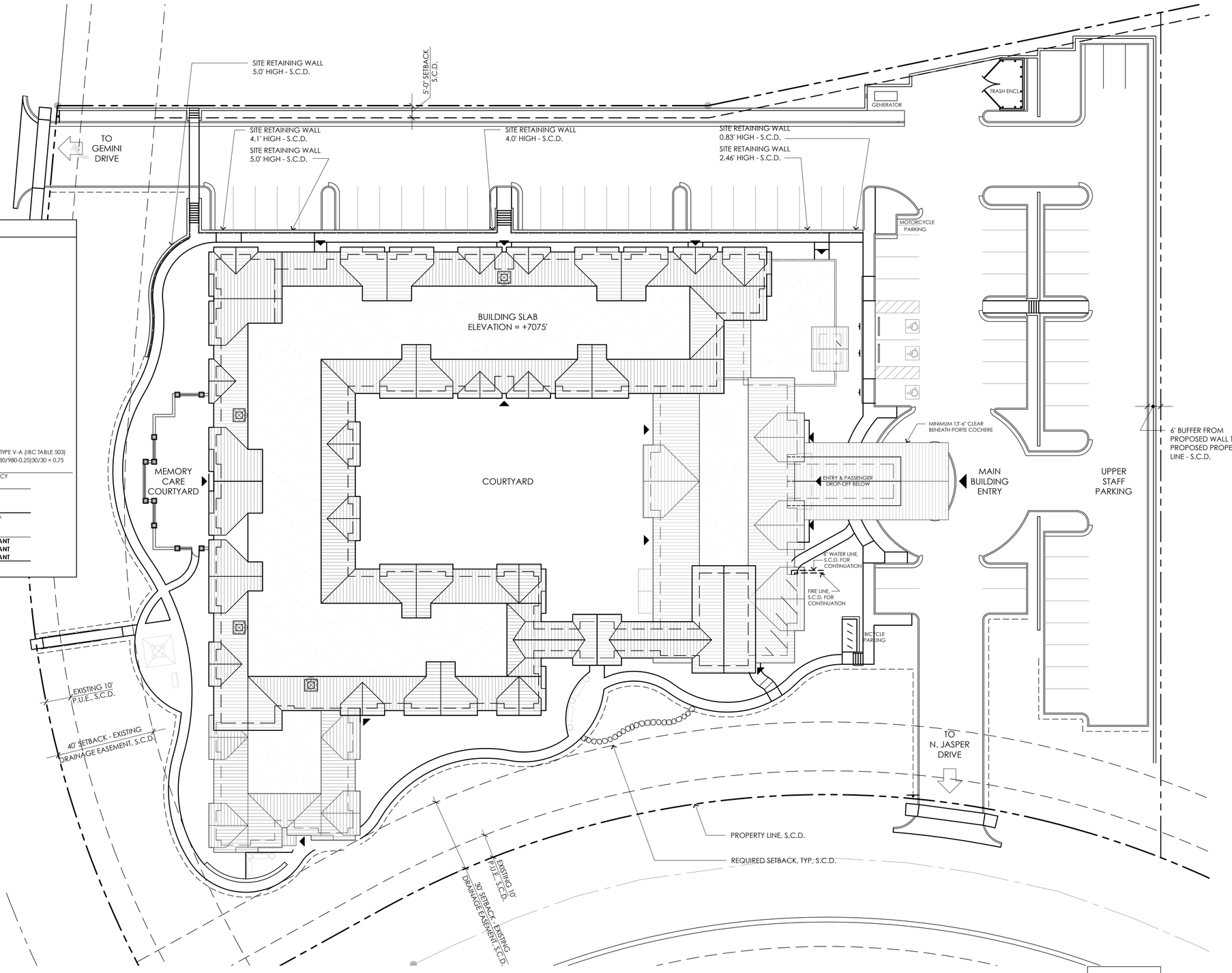
A-2	B	I-1	I-2		
11,500	**18,000**	**10,500**	**9,500**	PER FLOOR	A-2, B, I-1, + I-2 MIXED OCCUPANCY, TYPE V-A (IBC TABLE 503)
8,625	**13,500**	**7,875**	**7,125**	PER FLOOR	FRONTAGE INCREASE IBC 506.2 If=(980/980-0.25)30/30 = 0.75
23,000	**36,000**	**21,000**	**19,000**		SPRINKLERS IBC 506.3 Is=2
43,125	**67,500**	**39,375**	**35,625**	PER FLOOR	TOTAL ALLOWABLE MIXED OCCUPANCY
2	3	3	1		FLOORS ALLOWABLE (IBC TABLE 503)
86,250	**202,500**	**118,125**	**35,625**	**TOTAL**	ALLOWABLE FLOOR AREA
16,821	1,900	58,142	11,949		TOTAL AREA = **88,812**
19.5%	**0.9%**	**49.2%**	**33.5%**	**TOTAL**	% TOTAL AREA / ALLOWABLE AREA

RATIO OF BUILDING AREA TO ALLOWABLE AREA PER FLOOR PER IBC 508.4.2

FLOOR	A-2	B	I-1	I-2	TOTALS
1	**0.26**	**0.02**	**0.23**	**0.34**	**0.84 < 1 - CODE COMPLIANT**
2	**0.13**	**0.01**	**0.65**	**0.00**	**0.78 < 1 - CODE COMPLIANT**
3	**0.00**	**0.00**	**0.61**	**0.00**	**0.61 < 1 - CODE COMPLIANT**

UNIT TYPE ACCESSIBILITY MATRIX

	UNIT TYPE	ACCESSIBILITY	NUMBER OF UNIT TYPE
COTTAGE	UNIT CP-A	FULLY ACCESSIBLE	3
	UNIT CP-B	FULLY ACCESSIBLE	3
	UNIT CP-C	FULLY ACCESSIBLE	2
	UNIT CC	TYPE B	3
	UNIT CSP	TYPE B	7
	UNIT CSP w/ BAY	FULLY ACCESSIBLE	2
TOTAL COTTAGE UNITS (I-2 OCC.)		10/20 UNITS = 50% (50% per 1107.5.2)	20
MANOR	UNIT ST-A	1 FULLY ACCESSIBLE 10 TYPE B	11
	UNIT ST-B	TYPE B	2
	UNIT ST-C	TYPE B	1
	UNIT 1-S	TYPE B	14
	UNIT 1-S w/ BAY	TYPE B	4
	UNIT 1-M	1 FULLY ACCESSIBLE 7 TYPE B	8
	UNIT 1-L	TYPE B	10
	UNIT 1-L w / BAY	TYPE B	4
	UNIT 2	TYPE B	4
	UNIT 2 w/ BAY	1 FULLY ACCESSIBLE 1 TYPE B	2
TOTAL MANOR UNITS (I-1 OCC.)		3/60 UNITS = 5% (4% per 1107.5.1)	60
TOTAL NUMBER OF UNITS			80
NOTES:			



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NORTH

ARCHITECTURAL SITE PLAN

A1

SCALE: 1" = 20'
DATE: FEBRUARY 26, 2019

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FIRE SEPARATION LEGEND:

- 2 HOUR FIRE WALL OR FIRE BARRIER @ OCCUPANCY SEPARATION
- 1 HOUR FIRE WALL OR FIRE BARRIER @ OCCUPANCY SEPARATION

MIXED OCCUPANCY LEGEND:

SYMBOL	OCC
	A-2
	B
	I-1
	I-2

NOTE:
1-HR FIRE RESISTIVE ASSEMBLIES OCCUR @ UNIT PARTY WALLS, CORR. WALLS, & STAIR ENCL. ALL ASSEMBLIES INCL. WALL, FLOOR-CEILING, & ROOF ARE 1-HR RATED, U.O.N.

NOTE:
2-HR FIRE RESISTIVE HORIZONTAL ASSEMBLY REQ'D @ FLR/CEILING & ALL SUPPORTING WALLS BTWN I-2 @ COTTAGE & I-1@ MANOR.

1 FIRST FLOOR PLAN
FINISH FLOOR ELEV. = +7075'
DATUM ELEV. = +0'-0"
1/16" = 1'-0"

NORTH

0 4 8 16 32
1/16" = 1'-0"

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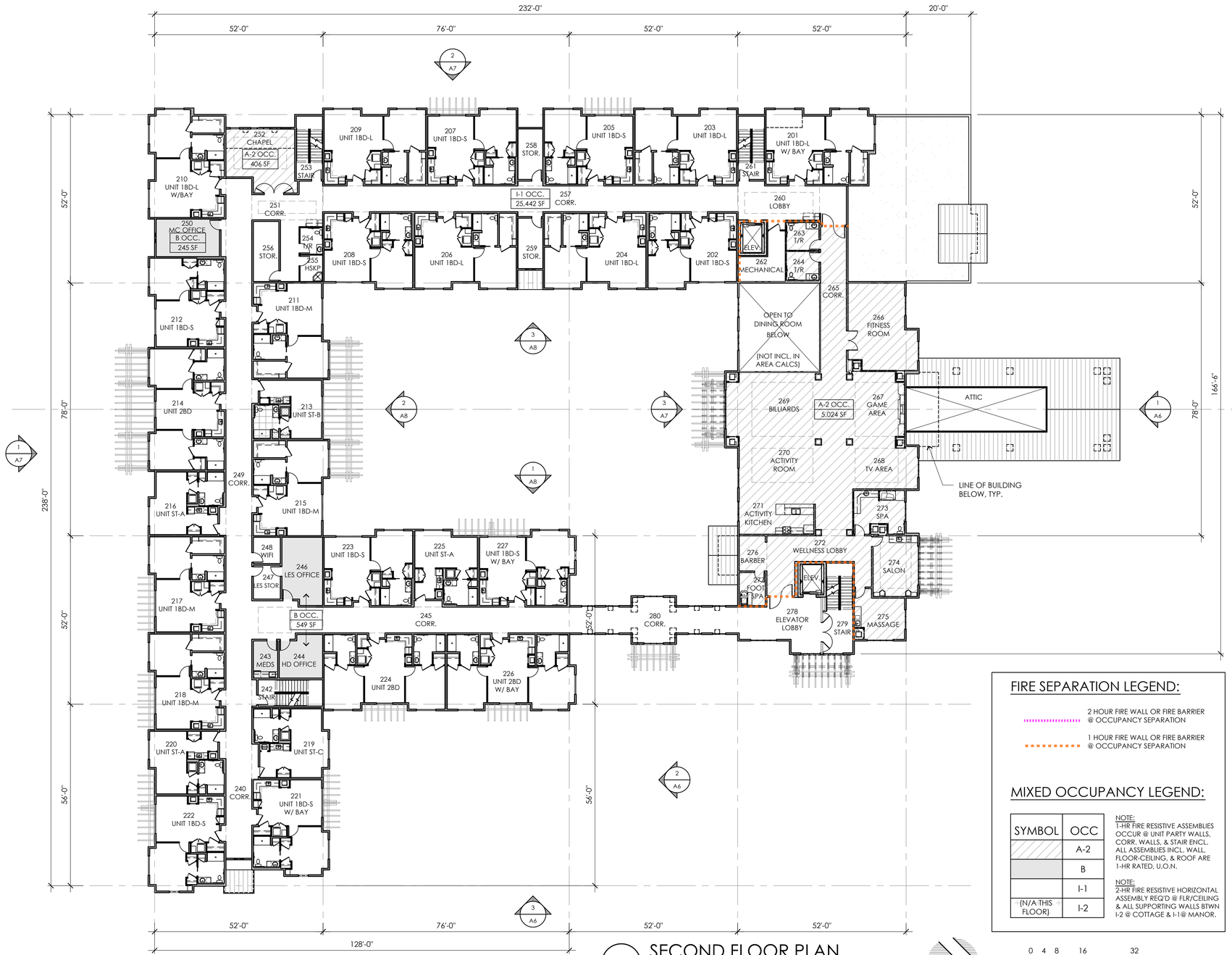
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FIRST FLOOR PLAN

A2

SCALE: 1/16" = 1'-0"
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FIRE SEPARATION LEGEND:

2 HOUR FIRE WALL OR FIRE BARRIER @ OCCUPANCY SEPARATION

1 HOUR FIRE WALL OR FIRE BARRIER @ OCCUPANCY SEPARATION

MIXED OCCUPANCY LEGEND:

SYMBOL	OCC
	A-2
	B
	I-1
(N/A THIS FLOOR)	I-2

NOTE:
1-HR FIRE RESISTIVE ASSEMBLIES OCCUR @ UNIT PARTY WALLS, CORR. WALLS, & STAIR ENCL. ALL ASSEMBLIES INCL. WALL, FLOOR-CEILING, & ROOF ARE 1-HR RATED, U.O.N.

NOTE:
2-HR FIRE RESISTIVE HORIZONTAL ASSEMBLY REQ'D @ FLR/CEILING & ALL SUPPORTING WALLS BTWN I-2 @ COTTAGE & I-1@ MANOR.

1 SECOND FLOOR PLAN

FINISH FLOOR ELEV. = +7086'
DATUM ELEV. = +11'-0"

1/16" = 1'-0"

NORTH

0 4 8 16 32

1/16" = 1'-0"

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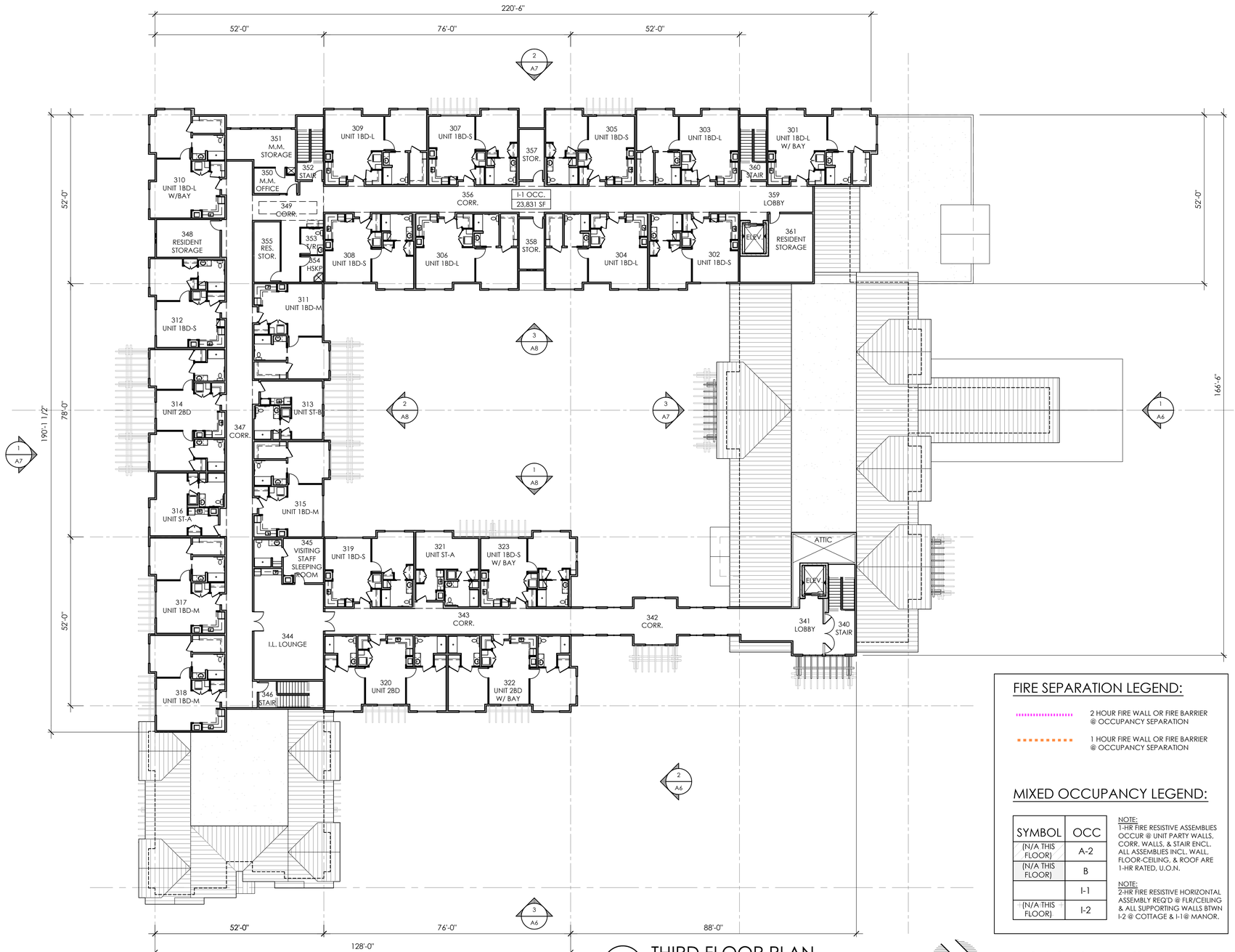
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SECOND FLOOR PLAN

A3

SCALE: 1/16" = 1'-0"
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FIRE SEPARATION LEGEND:

- 2 HOUR FIRE WALL OR FIRE BARRIER @ OCCUPANCY SEPARATION
- 1 HOUR FIRE WALL OR FIRE BARRIER @ OCCUPANCY SEPARATION

MIXED OCCUPANCY LEGEND:

SYMBOL	OCC
(N/A THIS FLOOR)	A-2
(N/A THIS FLOOR)	B
	I-1
(N/A THIS FLOOR)	I-2

NOTE:
1-HR FIRE RESISTIVE ASSEMBLIES OCCUR @ UNIT PARTY WALLS, CORR. WALLS, & STAIR ENCL. ALL ASSEMBLIES INCL. WALL, FLOOR-CEILING, & ROOF ARE 1-HR RATED, U.O.N.

NOTE:
2-HR FIRE RESISTIVE HORIZONTAL ASSEMBLY REQ'D @ FLR/CEILING & ALL SUPPORTING WALLS BTWN I-2 @ COTTAGE & I-1@ MANOR.

1 THIRD FLOOR PLAN
FINISH FLOOR ELEV. = +7096.08'
DATUM ELEV. = +21'-1"
1/16" = 1'-0"

NORTH

0 4 8 16 32
1/16" = 1'-0"

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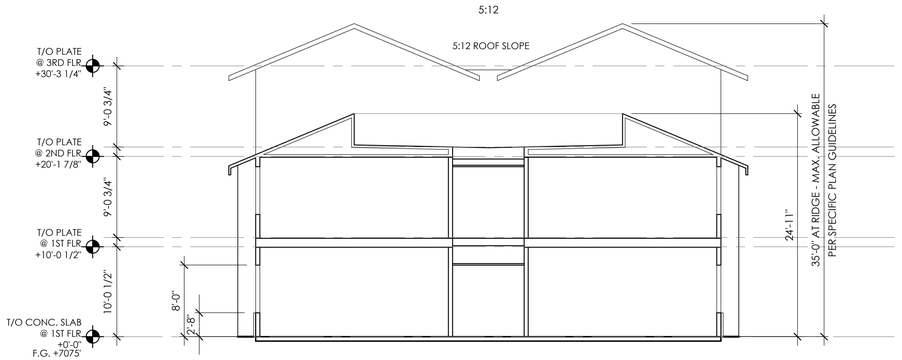
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THIRD FLOOR PLAN

A4

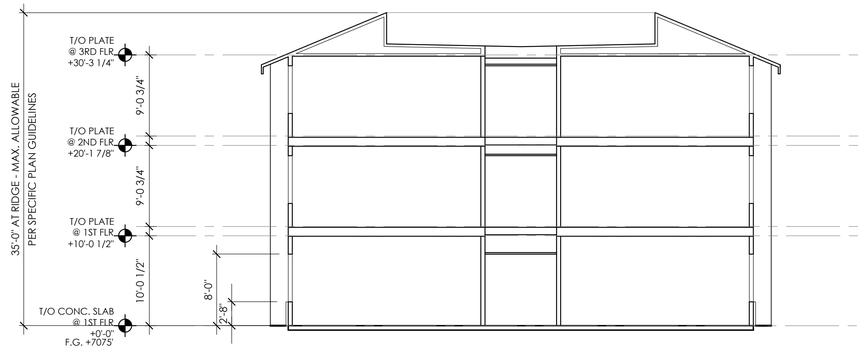
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4 BUILDING SECTION 2

1/8" = 1'-0"



3 BUILDING SECTION 1

1/8" = 1'-0"



2 NORTH ELEVATION SKETCH

1/8" = 1'-0"

MATERIAL SCHEDULE		
MARK	MATERIAL	
1	WALL FIELD - SHINGLE	MNF: KELLY-MOORE PAINT COLOR: MOUNT TAM - LRV 21
2	WALL @ BAYS - BOARD & BATTEN SIDING	MNF: KELLY-MOORE PAINT COLOR: VENETIAN WALL - LRV 32
3	VINYL WINDOWS	MNF: TBD - PENDING SELECTION COLOR: MNF BRONZE, LRV ± 11
4	WINDOW TRIM	MNF: KELLY-MOORE PAINT COLOR: FERN GULLY - LRV 11
5	FASCIA / RAKE PAINTED TRIM/ GUTTER	MNF: KELLY-MOORE PAINT COLOR: RUSKIN BRONZE - LRV 9
6	STANDING SEAM METAL ROOF	MNF: AEP SPAN COLOR: COOL ZINC GRAY - LRV 20
7	STAINED WOOD ENTRY DOORS	PENDING SPECIES AND STAIN SELECTION. LRV TO BE LESS THAN 50 PER CODE.
8	STONE BASE & COLUMNS	MNF: CORONADO STONE PRODUCTS COLOR: CORONADO HONEY LEDGE - HURON, LRV 23
9	TRELLIS - WOOD MEMBERS, PAINTED	MNF: KELLY-MOORE PAINT COLOR: FERN GULLY - LRV 11
10	METAL FENCE & GATE	MNF: TBD - PENDING SELECTION COLOR: BRONZE, MATCH WINDOW FINISH, LRV ± 11
11	ALUMINUM FRAMED GLAZING	MNF: TBD - PENDING SELECTION COLOR: BRONZE, MATCH WINDOW FINISH, LRV ± 11

NOTE: FOR MORE INFORMATION REGARDING
COLOR AND MATERIAL SELECTIONS, SEE A5



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BUILDING SECTIONS & MATERIALS

A5

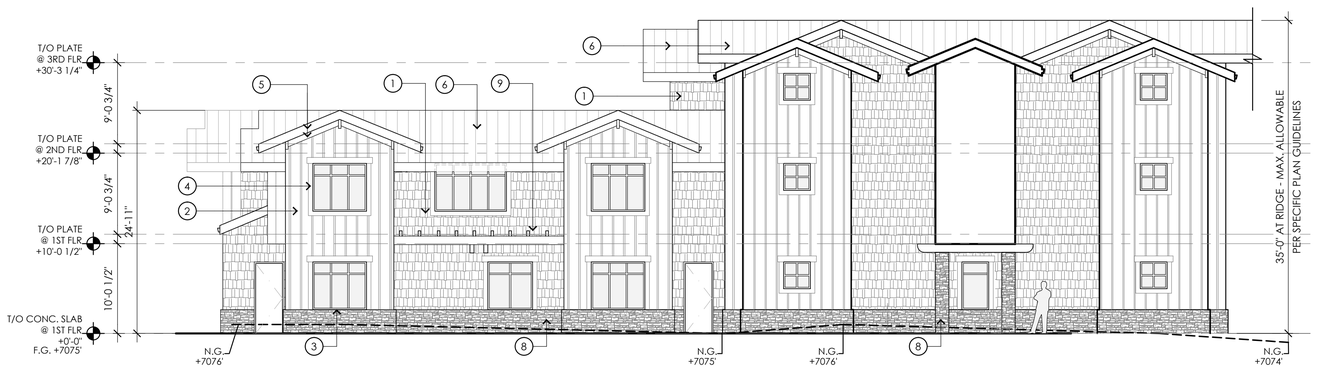
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3 EAST ELEVATION

1/8" = 1'-0"



2 SECONDARY NORTH ELEV.

1/8" = 1'-0"

MATERIAL SCHEDULE		
MARK	MATERIAL	
1	WALL FIELD - SHINGLE	MNF: KELLY-MOORE PAINT COLOR: MOUNT TAM - LRV 21
2	WALL @ BAYS - BOARD & BATTEN SIDING	MNF: KELLY-MOORE PAINT COLOR: VENETIAN WALL - LRV 32
3	VINYL WINDOWS	MNF: TBD - PENDING SELECTION COLOR: MNF BRONZE, LRV ± 11
4	WINDOW TRIM	MNF: KELLY-MOORE PAINT COLOR: FERN GULLY - LRV 11
5	FASCIA / RAKE PAINTED TRIM/ GUTTER	MNF: KELLY-MOORE PAINT COLOR: RUSKIN BRONZE - LRV 9
6	STANDING SEAM METAL ROOF	MNF: AEP SPAN COLOR: COOL ZINC GRAY - LRV 20
7	STAINED WOOD ENTRY DOORS	PENDING SPECIES AND STAIN SELECTION. LRV TO BE LESS THAN 50 PER CODE.
8	STONE BASE & COLUMNS	MNF: CORONADO STONE PRODUCTS COLOR: CORONADO HONEY LEDGE - HURON. LRV 23
9	TRELLIS - WOOD MEMBERS, PAINTED	MNF: KELLY-MOORE PAINT COLOR: FERN GULLY - LRV 11
10	METAL FENCE & GATE	MNF: TBD - PENDING SELECTION COLOR: BRONZE, MATCH WINDOW FINISH, LRV ± 11
11	ALUMINUM FRAMED GLAZING	MNF: TBD - PENDING SELECTION COLOR: BRONZE, MATCH WINDOW FINISH, LRV ± 11

NOTE: FOR MORE INFORMATION REGARDING COLOR AND MATERIAL SELECTIONS, SEE A5



1 NORTH ELEVATION

1/8" = 1'-0"

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EXTERIOR BUILDING ELEVATIONS

A6

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3 EAST ELEVATION

1/8" = 1'-0"



2 SECONDARY NORTH ELEV.

1/8" = 1'-0"



1 NORTH ELEVATION

1/8" = 1'-0"

MATERIAL SCHEDULE		
MARK	MATERIAL	
1	WALL FIELD - SHINGLE	MNF: KELLY-MOORE PAINT COLOR: MOUNT TAM - LRV 21
2	WALL @ BAYS - BOARD & BATTEN SIDING	MNF: KELLY-MOORE PAINT COLOR: VENETIAN WALL - LRV 32
3	VINYL WINDOWS	MNF: TBD - PENDING SELECTION COLOR: MNF BRONZE- LRV ± 11
4	WINDOW TRIM	MNF: KELLY-MOORE PAINT COLOR: FERN GULLY - LRV 11
5	FASCIA / RAKE PAINTED TRIM/ GUTTER	MNF: KELLY-MOORE PAINT COLOR: RUSKIN BRONZE - LRV 9
6	STANDING SEAM METAL ROOF	MNF: AEP SPAN COLOR: COOL ZINC GRAY - LRV 20
7	STAINED WOOD ENTRY DOORS	PENDING SPECIES AND STAIN SELECTION; LRV TO BE LESS THAN 50 PER CODE.
8	STONE BASE & COLUMNS	MNF: CORONADO STONE PRODUCTS COLOR: CORONADO HONEY LEDGE - HURON. LRV 23
9	TRELLIS - WOOD MEMBERS, PAINTED	MNF: KELLY-MOORE PAINT COLOR: FERN GULLY - LRV 11
10	METAL FENCE & GATE	MNF: TBD - PENDING SELECTION COLOR: BRONZE, MATCH WINDOW FINISH, LRV ± 11
11	ALUMINUM FRAMED GLAZING	MNF: TBD - PENDING SELECTION COLOR: BRONZE, MATCH WINDOW FINISH, LRV ± 11

NOTE: FOR MORE INFORMATION REGARDING COLOR AND MATERIAL SELECTIONS, SEE A5

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COLOR EXTERIOR BUILDING ELEVATIONS

A6c

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MATERIAL SCHEDULE		
MARK	MATERIAL	
1	WALL FIELD - SHINGLE	MNF: KELLY-MOORE PAINT COLOR: MOUNT TAM - LRV 21
2	WALL @ BAYS - BOARD & BATTEN SIDING	MNF: KELLY-MOORE PAINT COLOR: VENETIAN WALL - LRV 32
3	VINYL WINDOWS	MNF: TBD - PENDING SELECTION COLOR: MNF BRONZE. LRV ± 11
4	WINDOW TRIM	MNF: KELLY-MOORE PAINT COLOR: FERN GULLY - LRV 11
5	FASCIA / RAKE PAINTED TRIM/ GUTTER	MNF: KELLY-MOORE PAINT COLOR: RUSKIN BRONZE - LRV 9
6	STANDING SEAM METAL ROOF	MNF: AEP SPAN COLOR: COOL ZINC GRAY - LRV 20
7	STAINED WOOD ENTRY DOORS	PENDING SPECIES AND STAIN SELECTION. LRV TO BE LESS THAN 50 PER CODE.
8	STONE BASE & COLUMNS	MNF: CORONADO STONE PRODUCTS COLOR: CORONADO HONEY LEDGE - HURON. LRV 23
9	TRELLIS - WOOD MEMBERS, PAINTED	MNF: KELLY-MOORE PAINT COLOR: FERN GULLY - LRV 11
10	METAL FENCE & GATE	MNF: TBD - PENDING SELECTION COLOR: BRONZE, MATCH WINDOW FINISH. LRV ± 11
11	ALUMINUM FRAMED GLAZING	MNF: TBD - PENDING SELECTION COLOR: BRONZE, MATCH WINDOW FINISH. LRV ± 11

NOTE: FOR MORE INFORMATION REGARDING
COLOR AND MATERIAL SELECTIONS, SEE A5



3 SOUTH ELEVATION @ COURTYARD
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"



1 SOUTH ELEVATION
1/8" = 1'-0"

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EXTERIOR BUILDING ELEVATIONS

A7

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MATERIAL SCHEDULE		
MARK	MATERIAL	
1	WALL FIELD - SHINGLE	MNF: KELLY-MOORE PAINT COLOR: MOUNT TAM - LRV 21
2	WALL @ BAYS - BOARD & BATTEN SIDING	MNF: KELLY-MOORE PAINT COLOR: VENETIAN WALL - LRV 32
3	VINYL WINDOWS	MNF: TBD - PENDING SELECTION COLOR: MNF BRONZE, LRV ± 11
4	WINDOW TRIM	MNF: KELLY-MOORE PAINT COLOR: FERN GULLY - LRV 11
5	FASCIA / RAKE PAINTED TRIM/ GUTTER	MNF: KELLY-MOORE PAINT COLOR: RUSKIN BRONZE - LRV 9
6	STANDING SEAM METAL ROOF	MNF: AEP SPAN COLOR: COOL ZINC GRAY - LRV 20
7	STAINED WOOD ENTRY DOORS	PENDING SPECIES AND STAIN SELECTION. LRV TO BE LESS THAN 50 PER CODE.
8	STONE BASE & COLUMNS	MNF: CORONADO STONE PRODUCTS COLOR: CORONADO HONEY LEDGE - HURON. LRV 23
9	TRELLIS - WOOD MEMBERS, PAINTED	MNF: KELLY-MOORE PAINT COLOR: FERN GULLY - LRV 11
10	METAL FENCE & GATE	MNF: TBD - PENDING SELECTION COLOR: BRONZE, MATCH WINDOW FINISH, LRV ± 11
11	ALUMINUM FRAMED GLAZING	MNF: TBD - PENDING SELECTION COLOR: BRONZE, MATCH WINDOW FINISH, LRV ± 11

NOTE: FOR MORE INFORMATION REGARDING
COLOR AND MATERIAL SELECTIONS, SEE A5



3 COURTYARD - NORTH ELEVATION

1/8" = 1'-0"



2 WEST ELEVATION

1/8" = 1'-0"



1 SOUTH ELEVATION

1/8" = 1'-0"

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COLOR EXTERIOR BUILDING ELEVATIONS

A7c

SCALE: 1/8" = 1'-0"
DATE: FEBRUARY 26, 2019

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3 EAST ELEVATION @ COURTYARD

1/8" = 1'-0"



2 NORTH ELEVATION @ COURTYARD

1/8" = 1'-0"

MATERIAL SCHEDULE		
MARK	MATERIAL	
1	WALL FIELD - SHINGLE	MNF: KELLY-MOORE PAINT COLOR: MOUNT TAM - LRV 21
2	WALL @ BAYS - BOARD & BATTEN SIDING	MNF: KELLY-MOORE PAINT COLOR: VENETIAN WALL - LRV 32
3	VINYL WINDOWS	MNF: TBD - PENDING SELECTION COLOR: MNF BRONZE, LRV ± 11
4	WINDOW TRIM	MNF: KELLY-MOORE PAINT COLOR: FERN GULLY - LRV 11
5	FASCIA / RAKE PAINTED TRIM/ GUTTER	MNF: KELLY-MOORE PAINT COLOR: RUSKIN BRONZE - LRV 9
6	STANDING SEAM METAL ROOF	MNF: AEP SPAN COLOR: COOL ZINC GRAY - LRV 20
7	STAINED WOOD ENTRY DOORS	PENDING SPECIES AND STAIN SELECTION. LRV TO BE LESS THAN 50 PER CODE.
8	STONE BASE & COLUMNS	MNF: CORONADO STONE PRODUCTS COLOR: CORONADO HONEY LEDGE - HURON. LRV 23
9	TRELLIS - WOOD MEMBERS, PAINTED	MNF: KELLY-MOORE PAINT COLOR: FERN GULLY - LRV 11
10	METAL FENCE & GATE	MNF: TBD - PENDING SELECTION COLOR: BRONZE, MATCH WINDOW FINISH. LRV ± 11
11	ALUMINUM FRAMED GLAZING	MNF: TBD - PENDING SELECTION COLOR: BRONZE, MATCH WINDOW FINISH. LRV ± 11

NOTE: FOR MORE INFORMATION REGARDING
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1 WEST ELEVATION @ COURTYARD

1/8" = 1'-0"

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EXTERIOR BUILDING ELEVATIONS

A8

SCALE: 1/8" = 1'-0"
DATE: FEBRUARY 26, 2019

TWM NO: 17-108
COPYRIGHT 2019



3 EAST ELEVATION @ COURTYARD

1/8" = 1'-0"



2 NORTH ELEVATION @ COURTYARD

1/8" = 1'-0"

MATERIAL SCHEDULE		
MARK	MATERIAL	
1	WALL FIELD - SHINGLE	MNF: KELLY-MOORE PAINT COLOR: MOUNT TAM - LRV 21
2	WALL @ BAYS - BOARD & BATTEN SIDING	MNF: KELLY-MOORE PAINT COLOR: VENETIAN WALL - LRV 32
3	VINYL WINDOWS	MNF: TBD - PENDING SELECTION COLOR: MNF BRONZE, LRV ± 11
4	WINDOW TRIM	MNF: KELLY-MOORE PAINT COLOR: FERN GULLY - LRV 11
5	FASCIA / RAKE PAINTED TRIM/ GUTTER	MNF: KELLY-MOORE PAINT COLOR: RUSKIN BRONZE - LRV 9
6	STANDING SEAM METAL ROOF	MNF: AEP SPAN COLOR: COOL ZINC GRAY - LRV 20
7	STAINED WOOD ENTRY DOORS	PENDING SPECIES AND STAIN SELECTION. LRV TO BE LESS THAN 50 PER CODE.
8	STONE BASE & COLUMNS	MNF: CORONADO STONE PRODUCTS COLOR: CORONADO HONEY LEDGE - HURON. LRV 23
9	TRELLIS - WOOD MEMBERS, PAINTED	MNF: KELLY-MOORE PAINT COLOR: FERN GULLY - LRV 11
10	METAL FENCE & GATE	MNF: TBD - PENDING SELECTION COLOR: BRONZE, MATCH WINDOW FINISH. LRV ± 11
11	ALUMINUM FRAMED GLAZING	MNF: TBD - PENDING SELECTION COLOR: BRONZE, MATCH WINDOW FINISH. LRV ± 11

NOTE: FOR MORE INFORMATION REGARDING
COLOR AND MATERIAL SELECTIONS, SEE A5



1 WEST ELEVATION @ COURTYARD

1/8" = 1'-0"

ARCHITECTS +PLANNERS

TWM Architects + Planners
1011 C Street, San Rafael, CA 94901
TEL 415-472-5770
FAX 415-472-5846
www.twmarchitects.com

HIGHGATE FLAGSTAFF

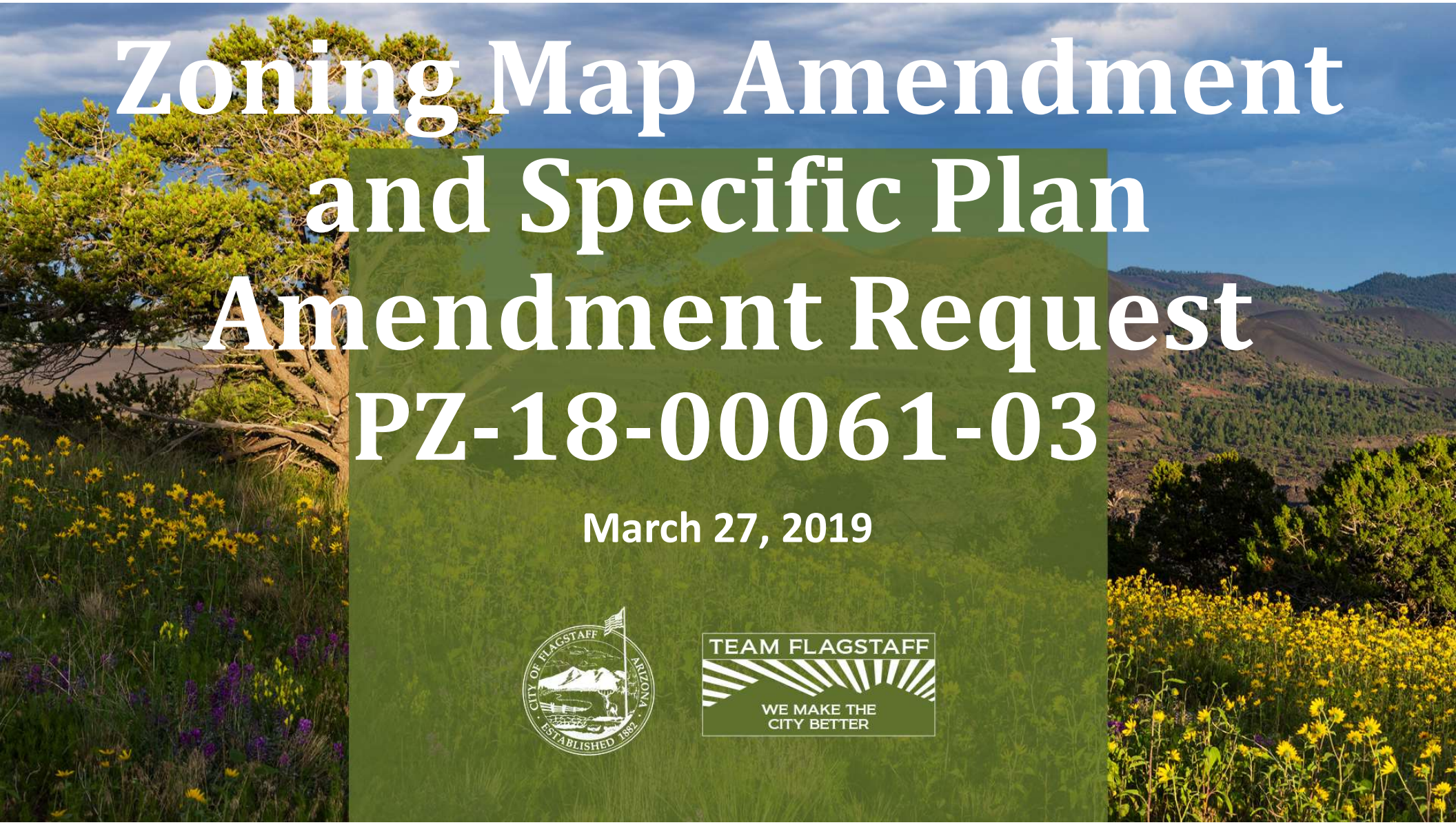
Buron, Inc. - 177 West Hastings Street, Suite 2133
Vancouver, BC V6E 2K3

COLOR EXTERIOR BUILDING ELEVATIONS

A8c

SCALE: 1/8" = 1'-0"
DATE: FEBRUARY 26, 2019

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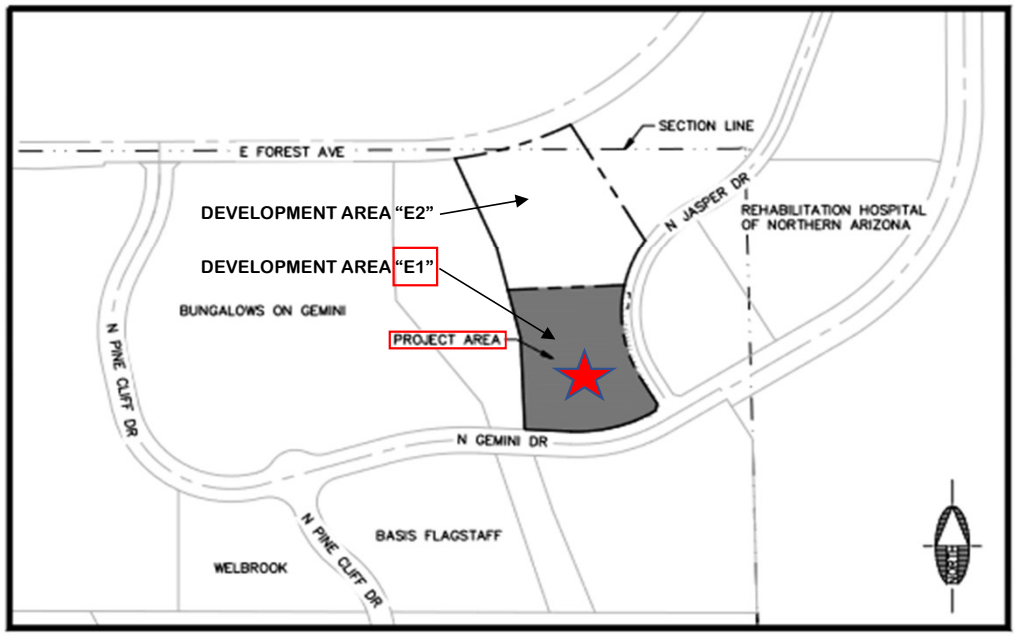
Zoning Map Amendment and Specific Plan Amendment Request PZ-18-00061-03

March 27, 2019

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

VICINITY MAP

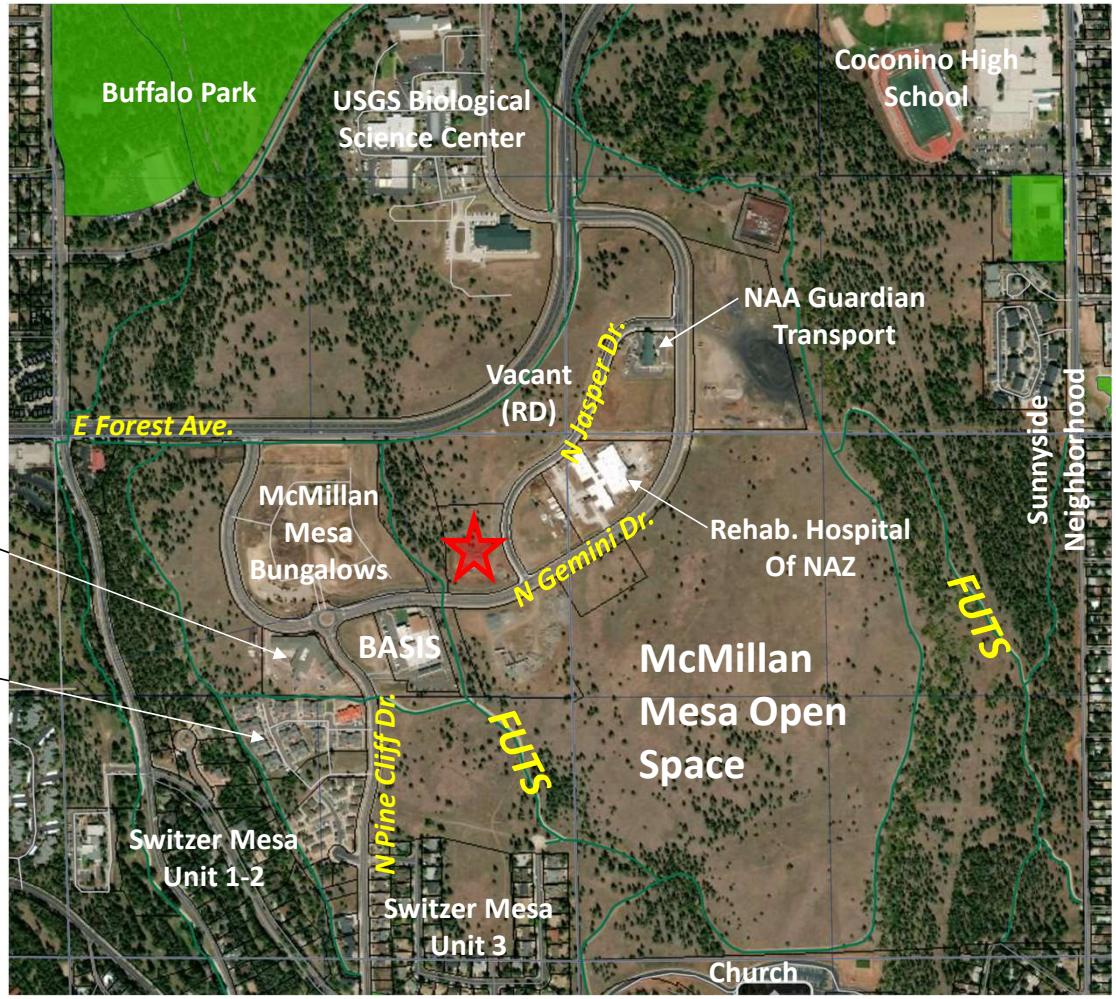
LOCATED IN THE NE ¼ OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE AND MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



Highgate Senior Living Facility

VICINITY MAP
N.T.S.

LOCATION & SURROUNDING USES



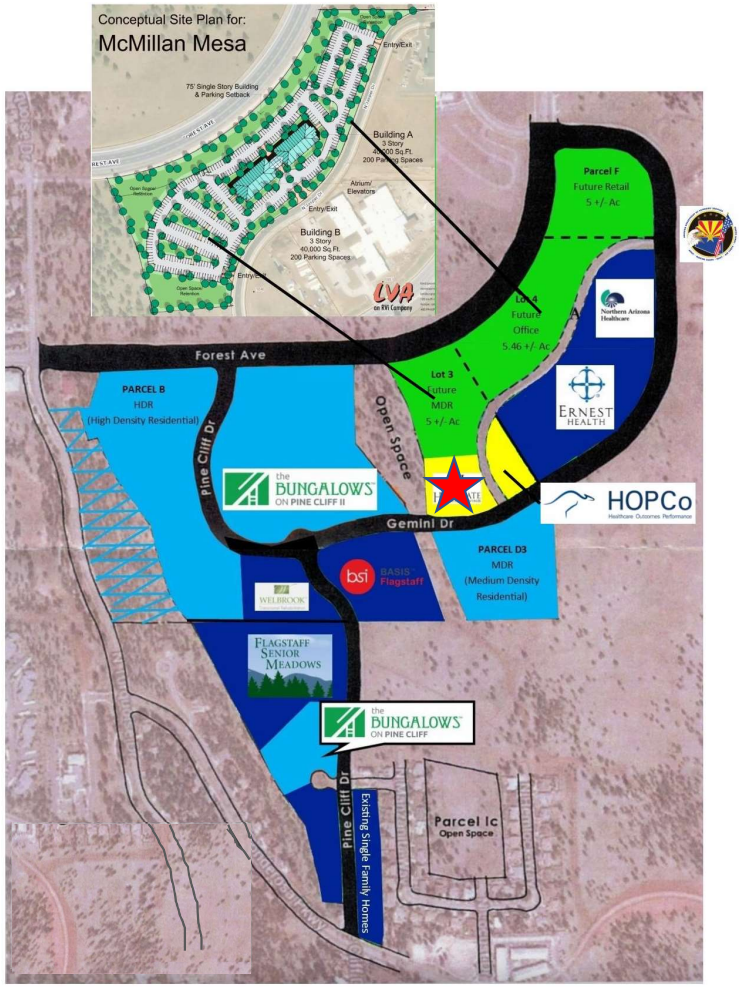
Hospital Hill And Downtown Flagstaff

Welbrook Rehabilitation Center

Flagstaff Senior Meadows Apts.

NORTH

McMillan Mesa Development



NORTH

- FOR SALE
- IN ESCROW
- PREVIOUSLY SOLD
- COMPLETED/ IN DEVELOPMENT

Request:

Buron, Inc. requests the following:

- A **Direct to Ordinance Zoning Map Amendment** changing parcel APN 101-46-012A zoning from Research and Development (RD) to Community Commercial (CC).

  Zoning Map Amendment:
  - If approved, the Zoning Map Amendment will change 3.34 acres from the (RD) zone to the (CC) zone to allow development of a Congregate Care Facility.

- A **McMillan Mesa Village Specific Plan Amendment** allowing changes to the development options for the same parcel referenced above, located in the Specific Plan Development Area "E".

  McMillan Mesa Specific Plan Amendment:
  - If approved, the McMillan Mesa Specific Plan Amendment will change the following development options for the subject parcel:
    - Allow development of a Congregate Care facility within Development Area "E1".
    - Define the allowable FAR for the subject parcel as 0.61 (61%) specific to the approved Site Plan proposal.

FLAGSTAFF REGIONAL PLAN 2030

Why approve the Zoning Map and McMillan Mesa Village Specific Plan Amendments?

Will this approval support and enhance the Regional Plan

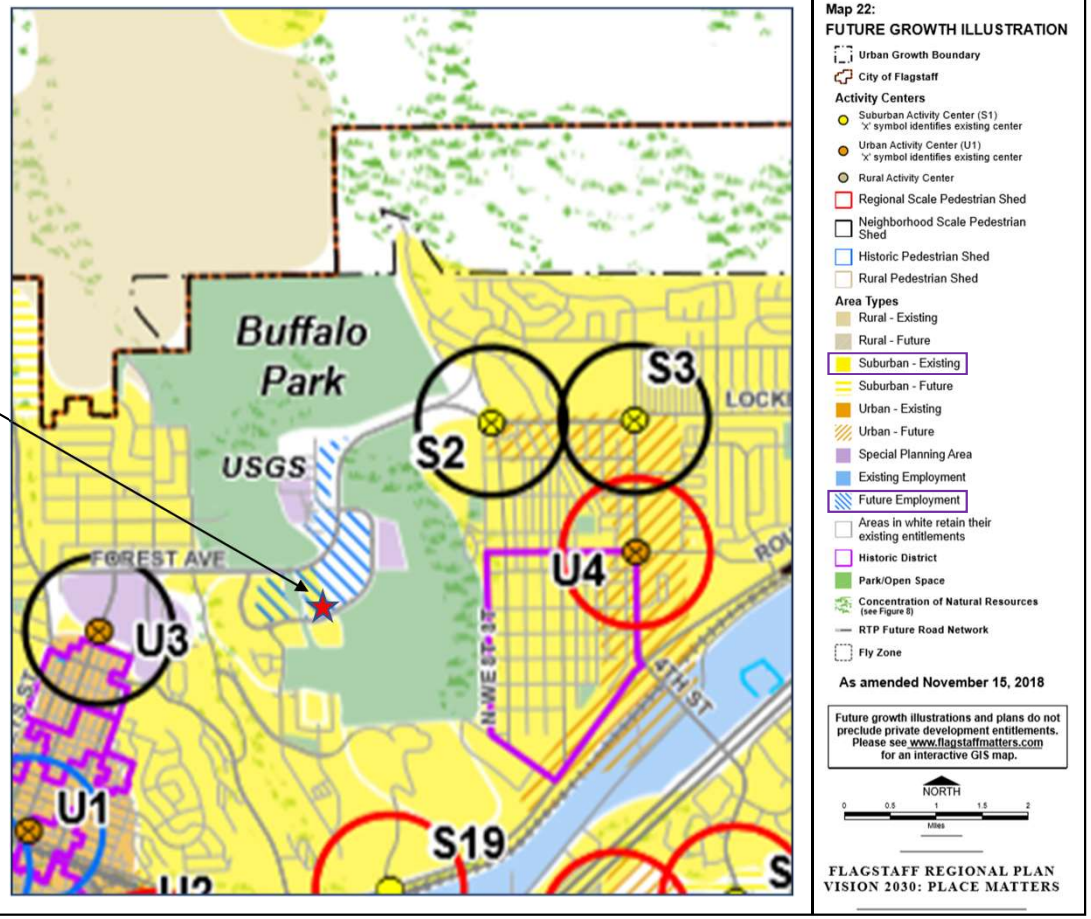
- Area Type?
- Characteristics and goals?



FLAGSTAFF REGIONAL PLAN 2030 –
Future Growth Illustration Map

Regional Plan Area Type:

- *Future Employment*
  - *Suburban Existing*



FLAGSTAFF REGIONAL PLAN 2030 CONFORMANCE

An **Employment Area**:

- Provides continued growth of skilled employment opportunities including medical offices and research and development that utilizes education and skills existing within the city's population.
- Accommodates density and land use transitions while requiring wholistic neighborhood character design.
- Encourages a mix of land uses and workplaces to develop community variety and economic vitality.

FLAGSTAFF REGIONAL PLAN 2030 CONFORMANCE

A Suburban Area:

- Segregated into isolated single family, multi family, strip commercial and big box stores.
- Non-compact with space between uses, open space recreation, parks and trails.
- **A vision for Suburban areas** – Provide **traditional suburban neighborhood** design with **enhanced sustainability** through **reduced vehicle travel**, **walkable** neighborhoods, **bike and transit** availability.

FLAGSTAFF REGIONAL PLAN 2030 CONFORMANCE

Comprehensive Planning and Current Planning staff and the Applicant analyzed the following goal and policy topics:

- Growth Areas & Land Uses
- Transportation
- Environmental Planning/Community Character
- Neighborhoods, Housing & Urban Conservation
- Economic Development
- Recreation

FLAGSTAFF REGIONAL PLAN 2030

Policy Analysis – Key points and community benefits supporting (+) proposed amendments are listed below:

(+) New development within the Urban Growth Boundary readily able to be provided with facilities & services by the City.
(+) Congregate care facilities provide low employee to resident ratios and employment opportunities requiring high skill levels.
(+) The project adds density through its residential nature and is situated so that it utilizes existing resources protected on adjacent parcels as a buffer between Employment area uses and adjacent suburban area uses.

FLAGSTAFF REGIONAL PLAN 2030

Policy Analysis Cont'd (SUPPORTING factors) +

(+) The project correlates patterns of development and design found on adjacent suburban and employment focused areas.
(+) Considerate of existing view sheds, open space availability, FUTS, bike and public transit available, the project offers connectivity advantageous to the suburban and employment goals of the mesa.
(+) Providing a variety of commercial and residential uses near a suburban community reduces resource consumption as less miles may be traveled for goods, work and to natural areas for recreation.
(+) The facility can provide residents the option to age within their own community, a valuable resource for neighborhood character.

FLAGSTAFF REGIONAL PLAN 2030

Policy Analysis Cont'd (NOT SUPPORTING factors) –

(-) The project provides specialized employment opportunities, but the quantity of positions is limited due to number of residents.
(-) The project continues development of medical facilities within the environs but does not provide diverse, new industry or business to the area.

FLAGSTAFF REGIONAL PLAN 2030

Why approve the Zoning Map and McMillan Mesa Village Specific Plan Amendments?



Will this approval support and enhance the Regional Plan

- Area Type?
- Characteristics and goals?

Will this approval support and enhance the Specific Plan

- Development Area District?
- District options?

McMillan Mesa Village Specific Plan

A Business Park:

- Business Park provides for development of a mix of office, research, production.
- Promote open space, and landscape buffers in areas adjacent to non-business development.

McMillan Mesa Specific Plan Policy Analysis:

(+) Provides transitional design between residential and employment areas

(+) Provides residential density and increased wage and job skill opportunities

(+) Is easily appropriated within the existing community and commercial character of the McMillan Mesa Village

Congregate Care - Zoning Options?

Congregate Care Facility:

- Residential in nature and are listed in the Zoning code under residential land use.
- Considered, reviewed, approved and constructed as commercial developments.

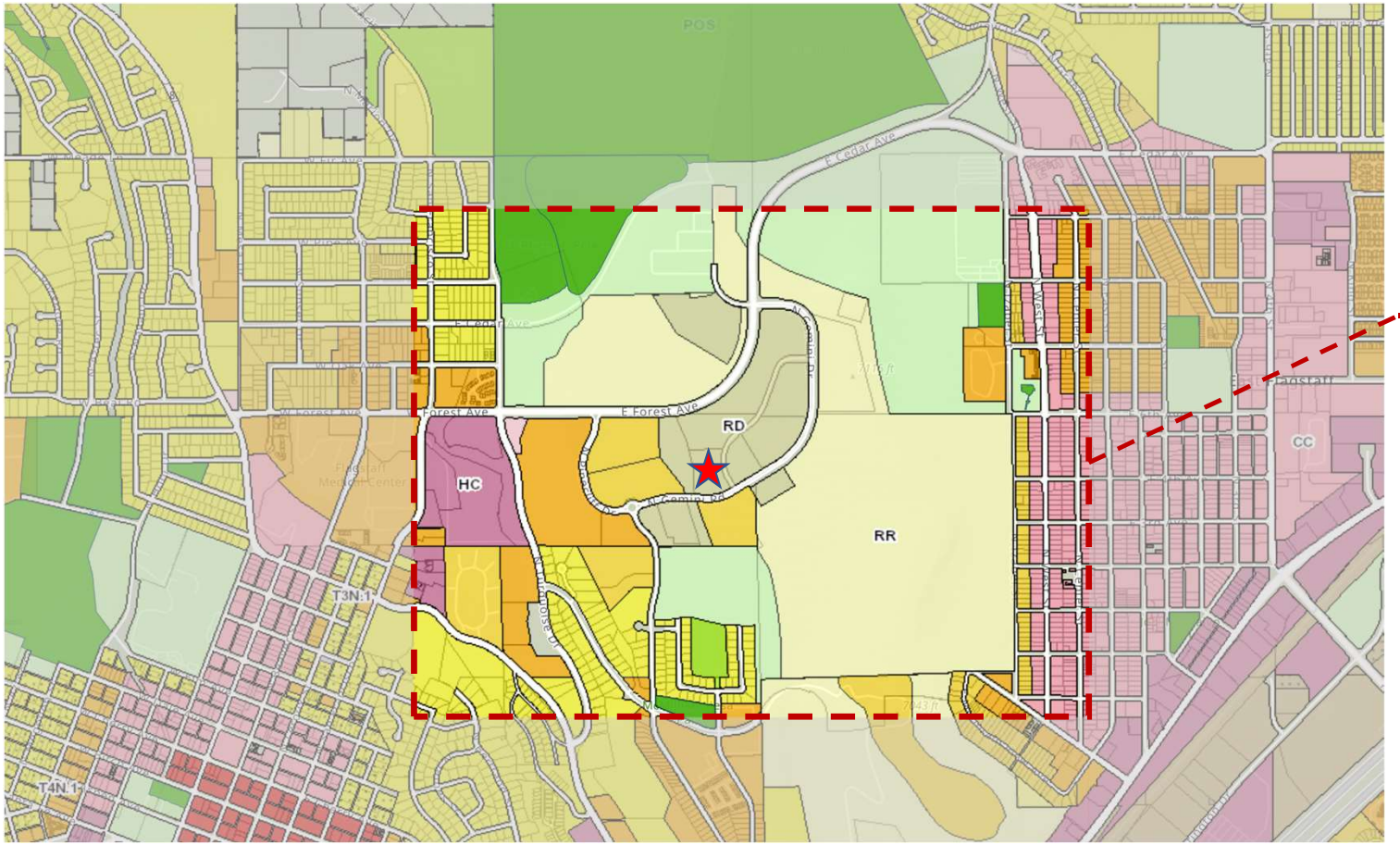
<u>Medium Density Residential (MR):</u>

- Allows congregate care facilities but does not permit height standards.
- Intended to provide a variety of housing types and related higher density.
- Does not facilitate Employment area /Business Park goals for the parcel.

<u>Community Commercial (CC):</u>

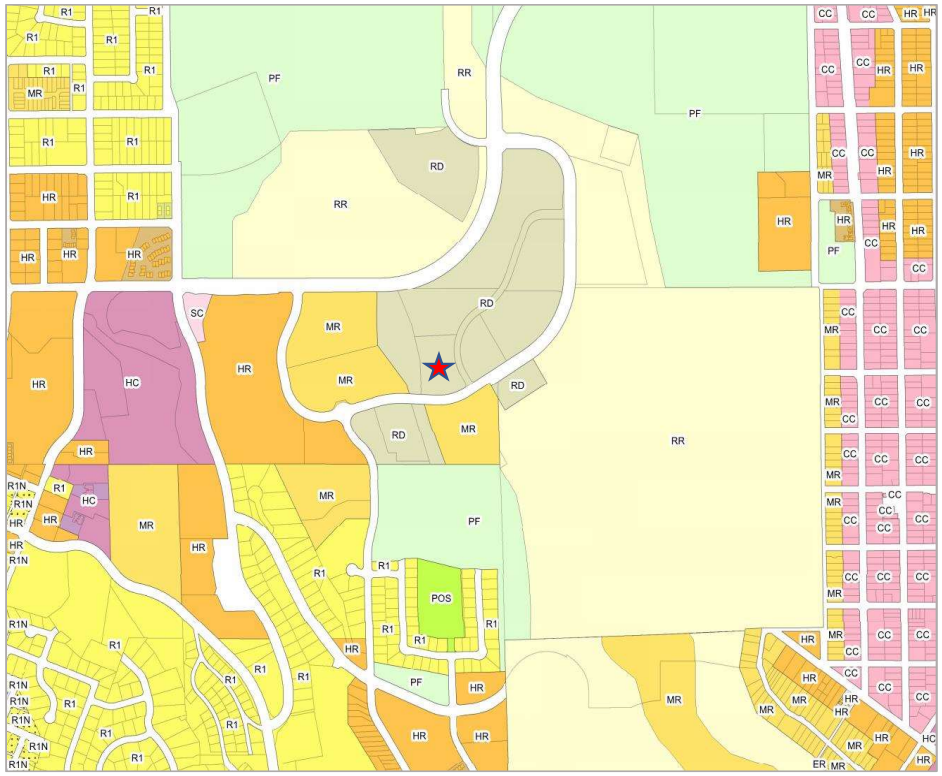
- Permits by right congregate care facilities, meets height limits of the specific plan.
- Seeks community focused commercial development compatible with adjacent non-commercial development.
- Fits goals of an Employment area and Regional Plan vision for suburban areas, conforms to the intentions of Specific Plan community.

ZONING EXHIBIT – Does CC Fit?

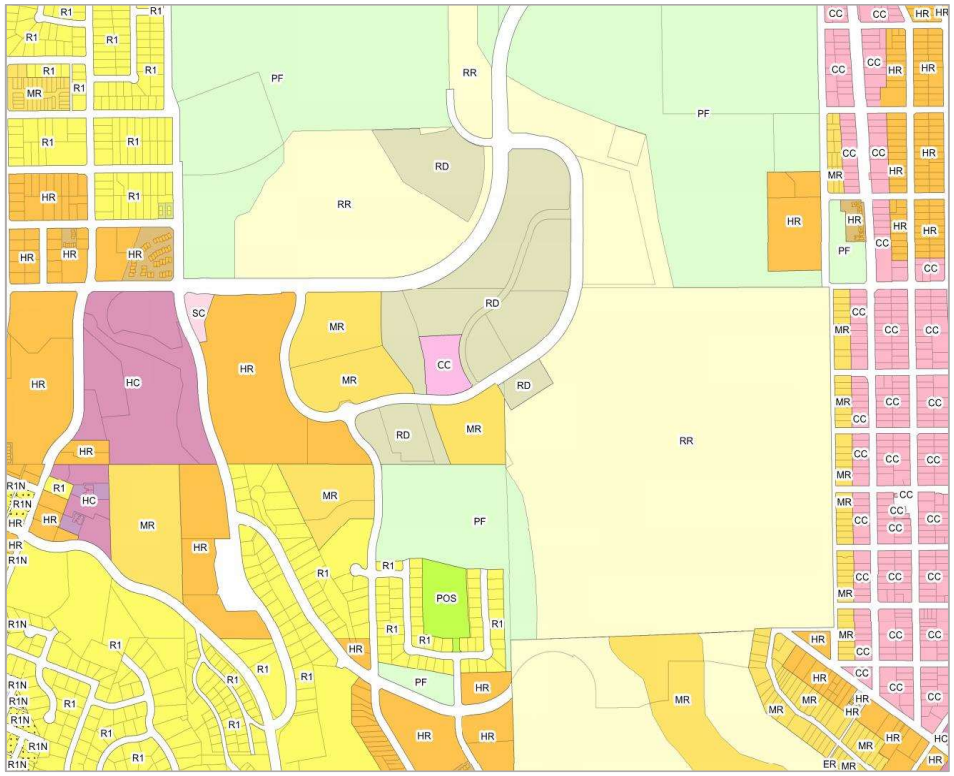


EXISTING AND ADJACENT ZONING

ZONING EXHIBIT



EXISTING ZONING



PROPOSED ZONING

ZONING CODE AND SPECIFIC PLAN STANDARDS - COMPARISON

Zoning Code

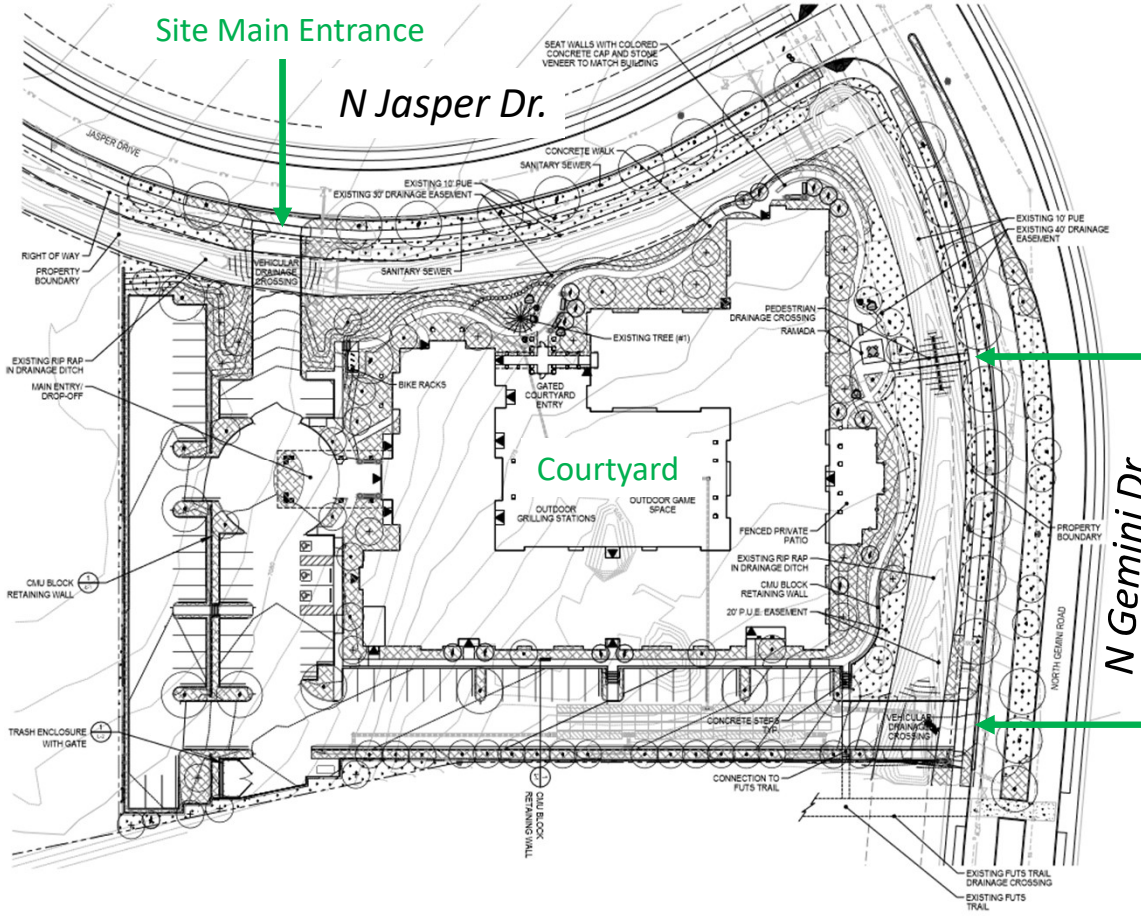
STANDARDS	EXISTING ZONE (RD)	PROPOSED ZONE (CC)	PROPOSED PROJECT
Land Use – Congregate Care		PERMITTED	Congregate Care Use
Maximum Building Height		60’	39’-2”*
Floor Area Ratio (Total Building Square Feet/Site Area)		50% coverage**	0.61 FAR/23% coverage**

*Height limit 40’-0” per McMillan Village Specific Plan Development Area “E1”, **Residential uses in (CC) zone are subject to High Density Res (HR) standards

McMillan Mesa Village Specific Plan

STANDARDS	DEVELOPMENT AREA E	AMENDED DEV. AREA “E1”	PROPOSED PROJECT
Land Use		CONGREGATE CARE	Congregate Care
Maximum FAR		- 0.61 MAX FAR	- 0.61
Maximum Building Height		40’*	39’-2”
Minimum Density (units/acre) Maximum Density (units/acre)		Min. 10 units/ac Max. 22 units/ac**	- 18 units/acre

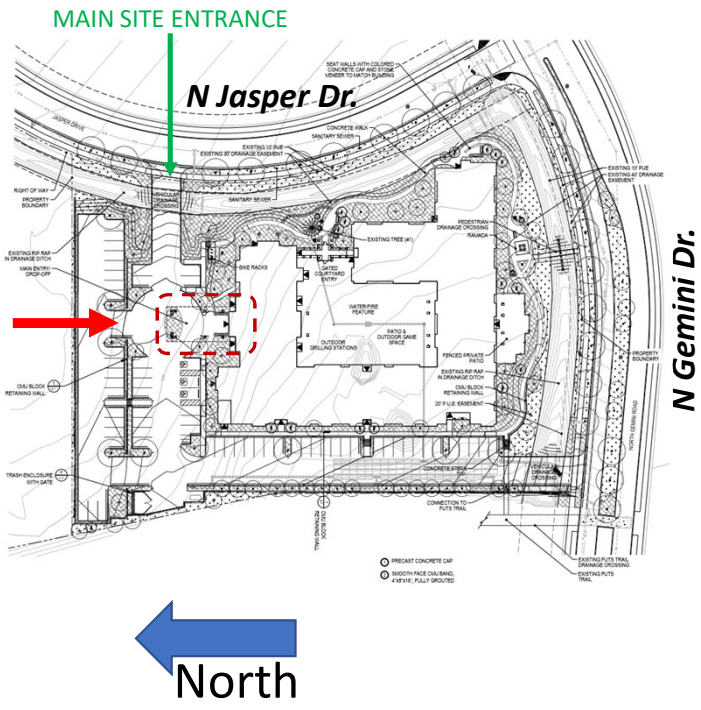
PROPOSED SITE PLAN

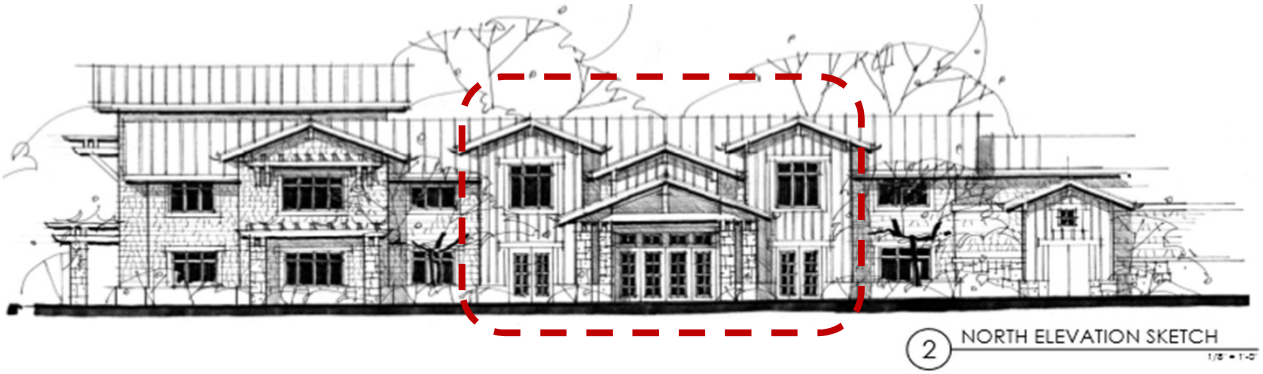


ARCHITECTURAL ELEVATIONS

NORTH BUILDING ELEVATION

CELEBRATE SITE ARRIVAL
Main Entry







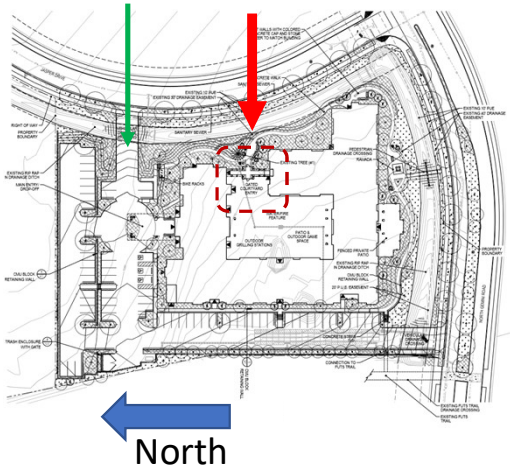
Proposed Materials and Color Scheme

ARCHITECTURAL ELEVATIONS

EAST BUILDING ELEVATION



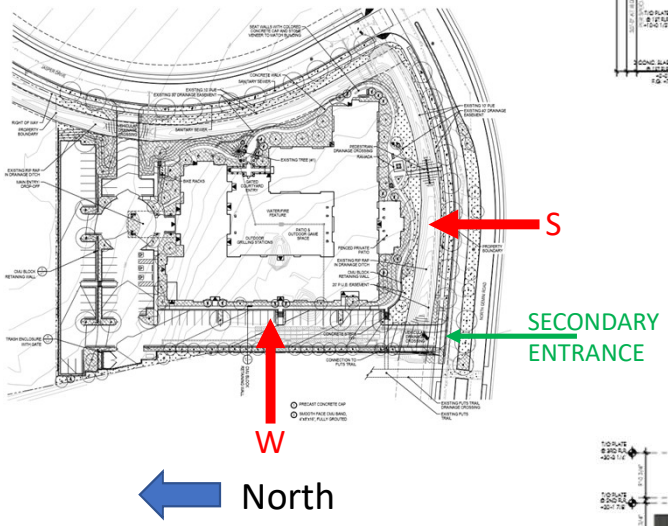
MAIN SITE ENTRANCE



INSIDE/OUTSIDE
Integral Bridge



ARCHITECTURAL ELEVATIONS
SOUTH AND WEST BUILDING ELEVATIONS





SOUTH ELEVATION

TRANSITIONAL DESIGN
Suburban and Employment



WEST ELEVATION

DEFERRED SUBMITTALS



Landscaping:

Though not required in conjunction with a Direct to Ordinance Zoning Map Amendment, the applicant has provided a Preliminary Landscape Plan meeting all required standards. A final Landscape Plan will be reviewed at the time of civil plan submittal.

Outdoor Lighting:

Outdoor lighting plans are also not required with Direct Ordinance Zoning request. The subject property is within Lighting Zone II and is allowed 50,000 lumens/acre. The applicant has committed to meeting or exceeding the City's outdoor lighting standards. A plan will be reviewed at the time of building permit submittal.

PUBLIC SYSTEMS IMPACT ANALYSIS

Traffic and Access: As a part of the McMillan Mesa Village Specific Plan, a traffic analysis was completed on May 20, 1992. The analysis contemplated the impact to the full specific plan area.

- The proposed project will not impact traffic or access to the development adversely.

Water & Sewer: A Water & Sewer Impact Analysis conducted July 2006. It was determined that

- Adequate capacity exists and that no off-site water or sewer improvements will be required because of these amendments.
- Developer must design and construct all on-site and connecting infrastructure per the COF's Engineering Standards.

Stormwater: As a part of the McMillan Mesa Village Specific Plan, a Drainage Impact Analysis was completed on May 21, 1991. The analysis contemplated the impact to the full specific plan area.

- The development will have no impact on the regional storage facility located at Forest Ave and Pine Cliff Dr.
- No construction, other that site access drives and a walkway are designed to affect the existing on-site drainage basins and easements.

CITIZEN PARTICIPATION

In accordance with State Statute:

- Public Hearing Notices were mailed to all property owners within 1,000 feet of subject property (exceeding the min. 300 feet)
- Advertisement appeared in AZ Daily Sun
- Signs posted on the property

Applicant held one Neighborhood Meetings at Flagstaff NACET (2225 N Gemini Rd.):

- November 14, 2018 (4 individuals attended)
- The second Neighborhood Meeting was waived due to low attendance at the first meeting and because the first meeting generated little to no negative comments.
- Comment topics from public included current site zoning, traffic impacts, heights/materials of proposed buildings, parking requirements, existing trees, project schedule, staff travel hours, and project entry locations.
- No communication from the public have been received regarding this project.

FINDINGS:

Direct to Ordinance Zoning Map Amendments

(1) The proposed Zoning Map Amendment is consistent with and conforms to the goals and policies of the General Plan.

(2) The proposed amendment to the McMillan Mesa Village Specific Plan is consistent with and conforms to the goals and policies of the McMillan Mesa Village specific plan;

(3) The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"), and will add to the public good as described in the General Plan;

(4) The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

STAFF RECOMMENDATION

Staff recommends the Planning & Zoning Commission, in accordance with the findings presented in the staff report, forward the Direct to Ordinance Zoning Map Amendment to the City Council with a recommendation approving PZ-18-00061-03 subject to following conditions of approval:

- The subject property must be developed in accordance with the approved site plan and the conditions of approval dated February 26, 2019. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
- The McMillan Mesa Specific Plan will be amended to allow the Community Commercial zone specifically for congregate care facility and revised development standards for Floor Area Ratio from .30 to .61 for the 3.337-acre portion of Development Area E as described in the applicant's narrative (Exhibit A and Planning Exhibit for Development Areas E1 and E2).
- All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
- All other terms, conditions, and restrictions detailed within the "McMillan Mesa Specific Plan Development Agreement" must be fully satisfied.

NEXT STEPS

City Council Meeting (1st Read of Ordinance)	Apr. 16, 2019
City Council Meeting (2nd Read of Ordinance)	May 07, 2019
Ordinance effective 30 days after 2nd Read	June 6, 2019

ORDINANCE NO. 2019-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE MCMILLAN MESA VILLAGE SPECIFIC PLAN TO MODIFY DEVELOPMENT OPTIONS FOR DEVELOPMENT AREA E, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, Buron Inc. (the "Applicant"), applied for a McMillan Mesa Village Specific Plan Amendment to modify development options for Development Area E by splitting Development Area E into Development Areas E1, a legal description of which is provided in Exhibit "A" attached hereto ("the Property"), and E2, increasing the Maximum Gross Floor Area Ratio for all other uses in Development Area E1 from .30 to .61, and allowing for the development of a congregate care facility in Development Area E1; and

WHEREAS, the Applicant conducted a neighborhood meeting on November 14, 2018, to discuss the proposed McMillan Mesa Specific Plan Amendment with the surrounding community, as required by Section 10-20.30.060 of the Flagstaff Zoning Code. The second neighborhood meeting was waived by the Planning Director as low community turn-out and no opposition to the proposed development was or has been voiced by the public; and

WHEREAS, the Planning and Zoning Commission has formally considered the present McMillan Mesa Village Specific Plan Amendment following proper notice and two (2) public hearings, in accordance with the City of Flagstaff Zoning Code section 11-10.20.020.B.4, on March 13, 2019 and again on March 27, 2019, and has recommended approval of the requested McMillan Mesa Village Specific Plan Amendment, subject to the Applicant's compliance with certain conditions set forth below; and

WHEREAS, the staff has recommended approval of the McMillan Mesa Village Specific Plan Amendment, subject to the conditions proposed by staff, as set forth below, and the Council has considered the conditions and has found them to be appropriate; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning Division and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant during the presentation to Council, and the Council finds that the proposed McMillan Mesa Village Specific Plan Amendment, subject to the condition set forth below, conforms to the General Plan.

ENACTMENTS

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The McMillan Mesa Village Specific Plan Amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The McMillan Mesa Village Specific Plan is hereby amended by replacing page 47, with pages 47-1 and 47-2 set forth in Exhibit B, attached hereto and incorporated by reference.

SECTION 4. The approval of the Amendment to the McMillan Mesa Village Specific Plan is subject to the following conditions:

1. The McMillan Mesa Village Specific Plan Development District E1 (the Property) will be amended to allow the Community Commercial zone specifically for congregate care and will revise the development standards for Floor Area Ratio from .30 to .61 for development other than Business Park for the Property, Development Area E1, as described in the applicant's narrative.
2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.

SECTION 5. City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intents of this Ordinance.

SECTION 6. If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 7. This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of May, 2019.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibit “A”

Legal Description of Property

Planning Exhibit:

DEVELOPMENT AREA E1 – Parcel 1 (APN 101-46-012A) of
Development area E lot split – see Exhibit A 3.337 acres*

Zoning District Business Park –

Development Option Congregate care allowed specific to and only with approved site plan PZ-18-00061-02
Business Park Uses

Specific Performance Standards

a) Business Park Use

Maximum Gross FAR	.33
Minimum LSR	.35
Maximum Net FAR	.50
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	110,424 SF

b) All Other Uses

Maximum Gross FAR	.61
Minimum LSR	.40
Maximum Net FAR	.55
Maximum Building Height	40 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	101,930 SF

Restrictions

1) Setback from the Forest Ave right-of-way shall be a minimum of 75 feet for buildings and parking.

2) Building height shall be limited to one story within 100 feet of Forest Ave.

3) No commercial lodging will be allowed.

4) No restaurant development option will be allowed.

NOTE: See also the first page of this section for description of other development criteria and controls. The above areas and standards are for planning purposes only. The Flagstaff Zoning Code should be consulted for current specific standards.

*Base Site Area

DEVELOPMENT AREA E2 – **Parcel 2 (APN 101-46-012B) of**
Development area E lot split – see Exhibit A 4.657 acres*

Zoning District Business Park

Development Option Business Park Uses

Specific Performance Standards

a) Business Park Use

Maximum Gross FAR	.33
Minimum LSR	.35
Maximum Net FAR	.50
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	110,424 SF

b) All Other Uses

Maximum Gross FAR	.30
Minimum LSR	.40
Maximum Net FAR	.55
Maximum Building Height	40 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	101,930 SF

Restrictions

1) Setback from the Forest Ave right-of-way shall be a minimum of 75 feet for buildings and parking.

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*Base Site Area

Exhibit B

Planning Exhibit:

DEVELOPMENT AREA E1 – *Parcel 1 (APN 101-46-012A) of Development area E lot split* 3.337 acres*

Zoning District Business Park –

Development Option Congregate care allowed specific to and only with approved site plan PZ-18-00061-02
Business Park Uses

Specific Performance Standards

a) Business Park Use

Maximum Gross FAR	.33
Minimum LSR	.35
Maximum Net FAR	.50
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	110,424 SF

b) All Other Uses (incl. Congregate Care)

Maximum Gross FAR	.61
Minimum LSR	.40
Maximum Net FAR	.55
Maximum Building Height	40 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	101,930 SF

Restrictions

1) Setback from the Forest Ave right-of-way shall be a minimum of 75 feet for buildings and parking.

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*Base Site Area

DEVELOPMENT AREA E2 – *Parcel 2 (APN 101-46-012B) of Development area E lot split* 4.657 acres*

Zoning District Business Park

Development Option Business Park Uses

Specific Performance Standards

a) Business Park Use

Maximum Gross FAR	.33
Minimum LSR	.35
Maximum Net FAR	.50
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	110,424 SF

b) All Other Uses

Maximum Gross FAR	.30
Minimum LSR	.40
Maximum Net FAR	.55
Maximum Building Height	40 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	101,930 SF

Restrictions

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4) No restaurant development option will be allowed.

NOTE: See also the first page of this section for description of other development criteria and controls. The above areas and standards are for planning purposes only. The Flagstaff Zoning Code should be consulted for current specific standards.

*Base Site Area

15. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Patrick St. Clair, Planning Development Manager

Date: 04/11/2019

Meeting Date: 04/16/2019

TITLE:

Public Hearing, Consideration and Possible Adoption of Ordinance No. 2019-09: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 3.34 acres of real property located at 1831 N Jasper Drive on parcel number 101-46-012A from Research and Development ("RD") to Community Commercial ("CC") for the purposes of developing a congregate care facility. **(Buron Inc. Zoning Map Amendment requests for property located at 1831 N Jasper Drive)**

STAFF RECOMMENDED ACTION:

At the April 16, 2019 Council Meeting:

1) Hold the Public Hearing
2) Read Ordinance No. 2019-09 by title only for the first time
3) City Clerk reads Ordinance No. 2019-09 by title only (if approved above)

At the May 7, 2019 Council Meeting:

4) Read Ordinance No. 2019-09 by title only for the final time
5) City Clerk reads Ordinance No. 2019-09 by title only (if approved above)
6) Adopt Ordinance No. 2019-09

Executive Summary:

This staff summary addresses both the McMillan Mesa Village Specific Plan amendment and Direct to Ordinance Zoning Map amendment requested by the developer. These items will be brought before the City Council together but will require separate actions for approval.

A Direct to Ordinance Zoning Map Amendment is requested by Buron, Inc., of approximately 3.34 acres, located at 1831 North Jasper Drive, from the Research and Development (RD) zone to the Community Commercial (CC) zone; and an Amendment to the McMillan Mesa Village Specific Plan to modify the development options and standards for a portion of Development Area “E” to allow a Congregate Care facility land use within an area designated for Business Park uses. The applicant proposes to develop an 88,812 square foot three (3)-story congregate care facility on parcel APN 101-46-012A in accordance with the approved site plan (see attachments).

The Flagstaff Planning & Zoning Commission conducted two (2) public hearings, as required by section 11-10.10.020.J.3, to consider the Direct to Ordinance Zoning Map Amendment and Amendment to the McMillan Mesa Village Specific Plan on March 13, 2019, and on March 27, 2019. The first public hearing was continued. At the second public hearing, the Planning & Zoning Commission voted on two separate motions. The first motion passed by a vote of 4-1 in favor of forwarding a recommendation of approval of the Direct to Ordinance Zoning Map Amendment, subject to conditions, to the City Council. The second

motion passed unanimously by a vote of 5-0 in favor of forwarding a recommendation of approval of the McMillan Mesa Village Specific Plan Amendment, subject to conditions, to the City Council. The dissenting vote on the Direct to Ordinance Zoning Map Amendment was in regards to the zoning category and not the land use.

Financial Impact:

No financial impacts are anticipated with this request.

Policy Impact:

There are no policy impacts affiliated with this Direct to Ordinance Zoning Map Amendment nor with the associated McMillan Mesa Village Specific Plan Amendment requests.

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

Council Goals:

- Economic Development - Grow and strengthen a more equitable and resilient economy.
- Transportation and Other Public Infrastructure - Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.
- Environmental and Natural Resources - Actively manage and protect all environmental and natural resources.

Team Flagstaff Goals:

- Strategic Priority #2 - Invest in our people
- Strategic Priority #3 - Foster a resilient and economically prosperous city

Regional Plan Goals:

- A complete analysis of the Regional Plan goals and policies can be found in the attached applicant narrative and in the staff report to the Planning and Zoning Commission.

Has There Been Previous Council Decision on This:

The parcel in question is a portion of the McMillan Mesa Village Specific Plan, adopted and approved by Ordinance No. 1779 on December 15, 1992. No other Council decisions have been made for this parcel.

Options and Alternatives:

The City Council may approve the ordinance as proposed, approve the ordinance with modified conditions, or deny the ordinance.

Background/History:

Located on the northwest corner of the intersection of Gemini Road and Jasper Drive (APN 101-46-012A), the subject parcel is vacant and situated within the McMillan Mesa Village Specific Plan boundaries. The development of McMillan Mesa included utility, infrastructure and road construction improvements as detailed in the Specific Plan and Development Agreement. The improvements required have been completed and the parcel in question is available for development.

The McMillan Mesa Village Specific Plan was adopted by Ordinance No. 1779 on December 15, 1992. The McMillan Mesa Village Specific Plan establishes the type, location, intensity, and character of development, and the required infrastructure for the area. The plan shapes development to respond to the physical constraints of the site, coordinates the mix of land use intensities, and provides adequate

circulation, open space, recreation and other public uses and facilities. The plan is organized into development areas A through J, which generally corresponds to zoning districts and land use categories. Section V of the plan, which covers development performance standards, establishes the intensity and character of the project development by prescribing development performance standards that are tailored to the unique qualities of the site. All development within McMillan Mesa Village must comply with the Development Performance Standards and Design Guidelines of the applicable provisions of the Zoning Code with the more restrictive code governing.

The site has an approximate elevation of 7,075 feet and the topography is generally flat with a gentle slope to the southwest towards the traffic circle at the intersection of Gemini Road and North Pine Cliff Drive. On February 26, 2019, the Inter-Division Staff (IDS) approved a site plan (PZ-18-00061-02), a copy of which is attached to this report, for the proposed development subject to successfully obtaining a Direct to Ordinance Zoning Map Amendment (rezoning). Should the rezoning be denied, the Site Plan as submitted will no longer be approved.

Key Considerations:

This development proposal is unique in that it not only requires a Zoning Map Amendment but it requires an Amendment to the McMillan Mesa Village Specific Plan, which is one of two specific plans adopted by the City that include regulatory development standards. The Zoning Map Amendment changes the zoning category from Research and Development (RD) to Community Commercial (CC) and the Specific Plan Amendment changes the allowed land use type to congregate care and amends the Floor Area Ratio from 0.30 to 0.61.

The McMillan Mesa Village Specific Plan amendment, if adopted, would allow a high wage and skilled employment facility to be built within a Regional Plan Employment area. The proposed congregate care facility provides transitional land use and architectural design desired between suburban and employment area type designations. The facility takes advantage of and enhances the transit options available for the community at large and contributes to the community character physically, socially, and economically. The Specific Plan Amendment is in substantial conformance with the goals and policies of the Regional Plan.

At the time this application was submitted Development Area E was a 7.994-acre parcel. It has since been split and the subject parcel is now 3.337-acres in area. The remaining 4.657 acres exist as a separate parcel not part of this application and will retain the existing Research and Development (RD) zoning and existing Specific Plan development area requirements. Included within the application packet is a copy of the approved lot split recorded with Coconino County, Parcel 1, APN 101-46-102A (Exhibit A).

The proposed three (3) story building is compliant with the forty-foot (40’-0”) height restrictions of the Specific Plan for development area E. Accessed by a driveway on N Gemini Road and another on Jasper Drive, the proposed 88,812 square foot building on the 3.34-acre (145,328 square foot) parcel renders a Floor Area Ratio of 0.61 (0.61 FAR). The Community Commercial zone allows a FAR of 2.5. Yet, the McMillan Mesa Specific Plan Development Area standards for this site allow uses other than Business Park a FAR of 0.30 (0.30 FAR). The Specific Plan amendment seeks to increase the FAR to 0.61 for this specific project proposal, on this specific lot, subject to the amendment approval (See attached Planning Exhibit: “Development Area E1” and “Development Area E2”). The separation of the original Development Area E into E1 and E2 has the effect of increasing the maximum floor area permitted for each area. However, overall development within the Specific Plan boundaries has been decreased through other plan amendments. Overall, there is a net decrease in density and intensity within plan boundaries. The completed and approved Site Plan review ensures that all architectural standards, pedestrian connectivity, civic space, landscaping requirements, and other components are in compliance with the Flagstaff Zoning Code and meet multiple goals and policies of

the Flagstaff Regional Plan 2030. All on-site (private) infrastructure will be completed under Grading and Drainage and Building Permit applications.

The assisted living dwelling units include sleeping, living, eating, permanent cooking and sanitation areas. Most of these units are studio or (1) bedroom units. The unit mix and associated bed counts are clarified in the following table:

ASSISTED LIVING UNIT TYPE	- NO. UNITS	- NO. BEDS
Studio	14	14
1 Bedroom	40	40
2 Bedroom	6	12
Total:	60 UNITS	66 ROOMS

Memory care residents of the facility are provided a sleeping area and bathroom which each share common dining and activity centers as well as a library/media center and secured partially covered exterior patio. Private and common dining areas, a lounge, bistro, activity center, barber, spa, salon and fitness center amenities are included for assisted living residents.

The Community Commercial (CC) zone permits a maximum building height of sixty feet (60’-0”) while the more restrictive McMillan Mesa Village Specific Plan limits building height for this parcel to forty feet (40'-0") maximum. The highest ridgeline of the proposal is shown at thirty-five feet (35'-0") on the architectural elevations and building sections (Sheets A5-A8). An outdoor courtyard serving private recreation, relaxation, and common areas needs for residents is sheltered within the building footprint.

The applicant has elected to pursue an amendment to the Zoning Map by Direct Ordinance with a Site Plan per Section 10-20.50.040.D (pg. 20.50-5). The “Direct Ordinance with a Site Plan” process provides an applicant with a shorter Zoning Map Amendment process with fewer steps. The process requires the applicant to submit fully developed site plans with all supporting information required for Site Plan Review concurrently with the Zoning Map Amendment application. Once the Zoning Map Amendment is approved by the Council, the applicant can proceed directly to construction plans and building permit review. In compliance with the “Direct Ordinance with a Site Plan” process, the applicant has obtained Site Plan approval in conjunction with this application. This Zoning Map Amendment will be conditioned specifically to the use of Congregate Care Facility as proposed and shown on the approved site plan (PZ-18-00061-02).

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Community benefits and considerations related to this request are addressed in more detail in the attached Planning & Zoning Commission Staff Report dated March 6, 2019.

Community Involvement:

The applicant held one neighborhood meeting regarding this proposal. The meeting was held November 14, 2018, after the official submittal of these applications at Flagstaff NACET, 2225 N Geminin Road, and was attended by four (4) interested citizens. The questions asked related to increased traffic, project height and contextual design, site resources, proposed re-zoning, and site parking disbursement. A second neighborhood meeting was waived based on the positive reception for the project from the first meeting and based on the low attendance generated at the first neighborhood meeting. As of the writing of this report, staff has received no emails regarding this case.

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments and Specific Plan Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within one-thousand (1000'-0") feet of the site excluding rights-of-way. This mailing radius exceeds the required three hundred (300'-0") radius indicated in the Zoning Code.

Expanded Options and Alternatives:

Findings for Reviewing Proposed Zoning Map Amendments: Direct to Ordinance Zoning Map Amendments shall be evaluated based on the following findings: the proposed amendment is consistent with and conforms to the goals and policies of the General Plan and any applicable specific plans; the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"), and will add to the public good as described in the General Plan; and, the affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

- (Recommended Action): The City Council may approve the Direct to Ordinance Zoning Map Amendment as recommended by the Planning and Zoning Commission and staff by reading and adopting Ordinance No. 2019-07.
- The City Council may approve the Direct to Ordinance Zoning Map amendment with modified conditions.
- The City Council may deny the Direct to Ordinance Zoning Map Amendment.

Findings for Reviewing Proposed Specific Plan amendments:

No Specific Plan may be adopted or amended unless the proposed plan or amendment is in substantial conformance with the Regional Plan.

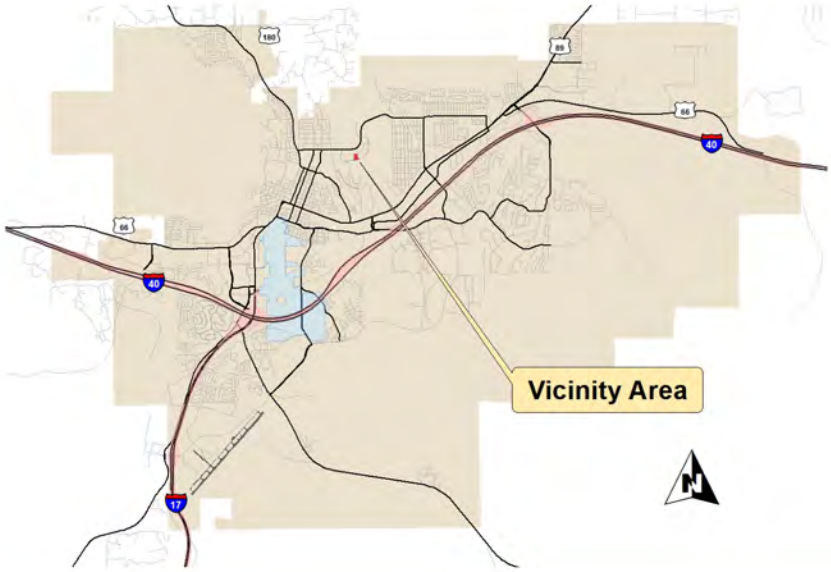
- (Recommended Action): The City Council may approve the McMillan Mesa Village Specific Plan Amendment as recommended by the Planning and Zoning Commission and staff by reading and adopting Ordinance No. 2019-07.
- The City Council may approve the McMillan MesaVillage Specific Plan Amendment with modified conditions.
- The City Council may deny the McMillan Mesa Village specific Plan Amendment.

Attachments:

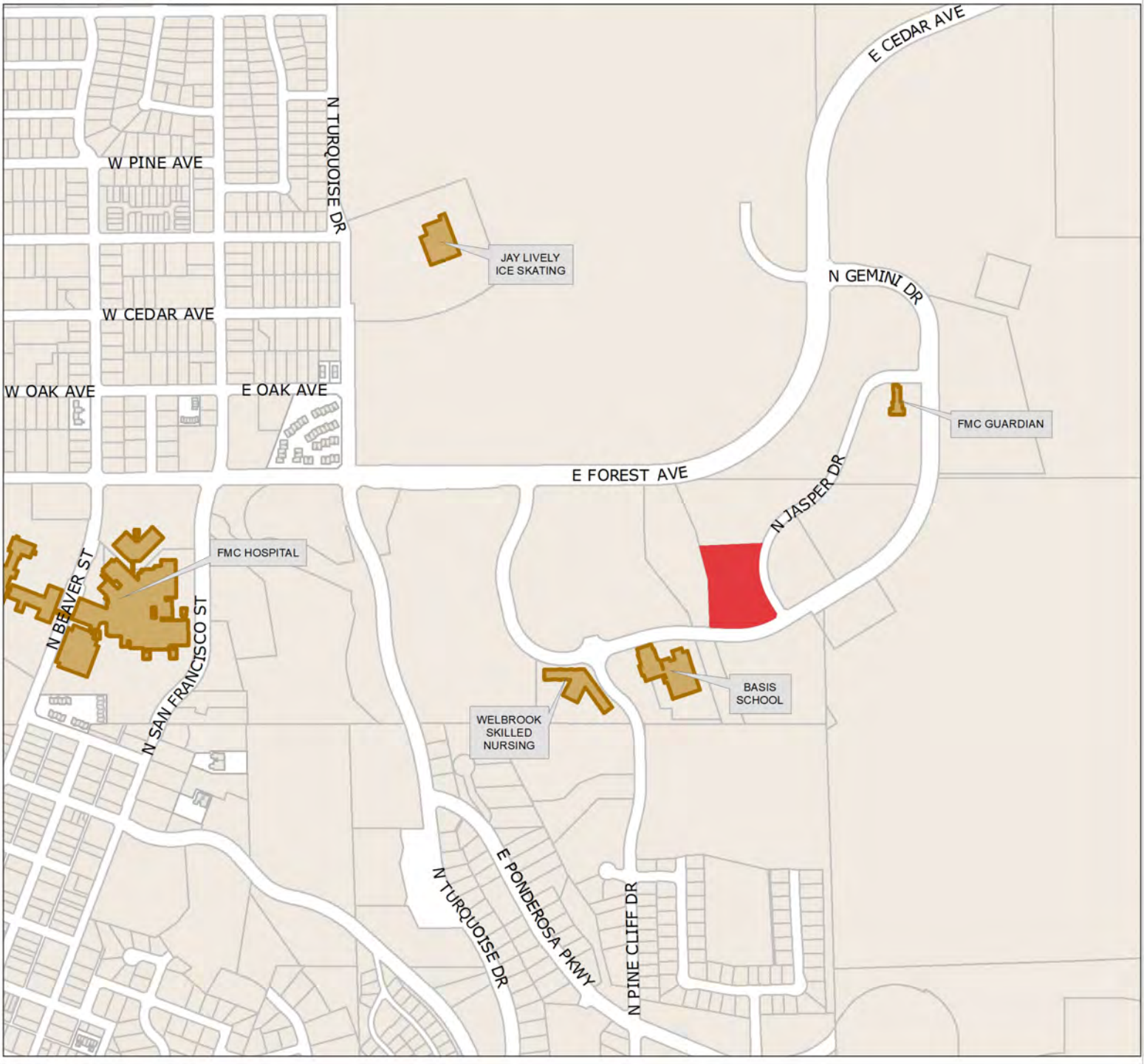
Vicinity Map
Application for Zoning Map Amendment
Legal Notice
Planning and Zoning Commission Staff Report
Zoning Map Amendment Project Narrative
Site Plan Conditions of Approval Letter
Site Plan Narrative
Approved Site Plan - Civil Drawing Set
Approved Site Plan - Landscape Drawing Set

Approved Site Plan - Architectural Drawing Set
PowerPoint Presentation
Ordinance 2019-09
Exhibit A - Specific Plan Area E1 and E2 Amended Development Options

AGENDA ITEM



HIGHGATE SENIOR LIVING



City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

PREZ/PGM

Date Received	Application for Zoning Map Amendment and/or Minor Regional Plan Amendment	File Number

Property Owner(s)	Title	Phone	Email
MMV Devco LLC		480-747-9408	VMorris@cavanrealestate.Net
Mailing Address		**City, State, Zip**	
15300 N 90th St Ste 200		Scottsdale, AZ, 85260	
Applicant(s)	**Title**	**Phone**	**Email**
MMV Devco LLC			
Mailing Address		**City, State, Zip**	
Project Representative)	**Title**	**Phone**	**Email**
Vickey Morris	PM	480-747-9408	VMorris@cavanrealestate.Net
Mailing Address		**City, State, Zip**	
15300 N 90th St Ste 200		Scottsdale AZ 85260	

Requested Review ☒ Zoning Map Amendment ☐ Minor Regional Plan Amendment ☐ Continued

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
1831 N Jasper Dr	101-46-012	McMillan Mesa Village
Existing Zoning District	**Proposed Zoning District:**	**Existing Regional Plan Land Use Category**
RD	CCD	
Existing Use	**Proposed Use**	
Vacant land	congregate care facility	

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)	Proposed Regional Plan Land Use Category

Property Owner Signature(required)	Date:	Applicant Signature	Date:
MMV Devco Vickey Morris	9/19/19	MMV Devco Vickey Morris	9/19/19

For City Use

Date Filed:	File Number(s):		Type of Zoning Map Amendment:
P & Z Hearing Date:	Publication and Posting Date:		☐ Small scale
Council Hearing Date:	Publication and Posting Date:		☐ Medium scale
Fee Receipt Number:	Amount:	Date:	☐ Large scale
			☐ Multi-phase scale

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Flagstaff Planning and Zoning Commission will hold public hearings on Wednesday, March 13, 2019 at 4:00 pm at The City of Flagstaff AquaPlex and on Wednesday, March 27, 2019 at 4:00 pm in City Council Chambers at City Hall. The first City Council public hearing is scheduled for Tuesday, April 16, 2019 at 6:00 pm in Council Chambers in City Hall to consider the following:

A. Explanation of Matters to be Considered:

1. A proposed amendment to the McMillan Mesa Village Specific Plan to change the zoning districts and development options for 3.34 acres on the site described in Part B below.
2. A proposed amendment to the official City of Flagstaff zoning map to rezone the 3.34 acre property from its current Research and Development (RD) zone to Community Commercial (CC) zone for the area described in Part B below.

The proposed Specific Plan Amendment and Zoning Map Amendment will allow for the development of an eighty (80) unit congregate care facility including sixty (60) units for senior living and twenty (20) units for memory care patients.

B. General Description of the Affected Area:

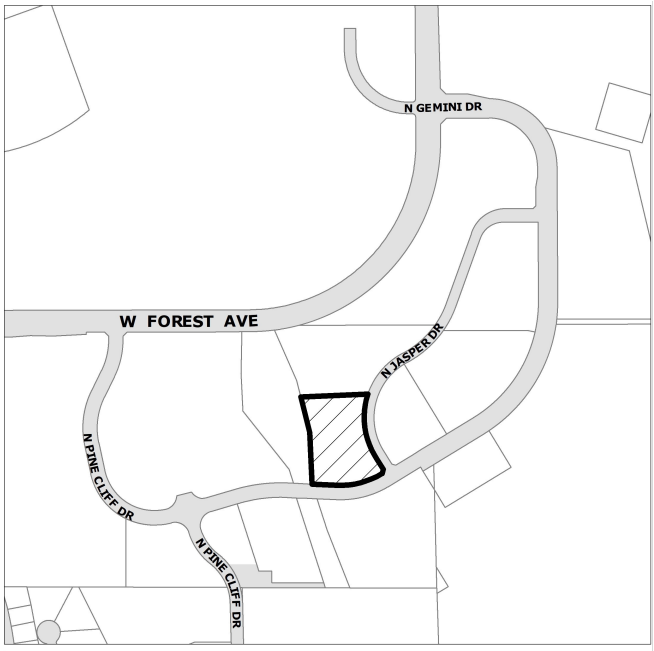
Approximately 3.34 acres located on McMillan Mesa, Coconino County Assessor's Parcel Number 101-46-0012A, located in the NE 1/4 Section 15 T21N, R7E, of the G&SRM, City of Flagstaff, Coconino County, Arizona, as shown on the adjacent map.

Interested parties may file comments in writing regarding the proposed Specific Plan Amendment and Zoning Map Amendment or may appear and be heard at the hearing date set forth above. Maps and information regarding the proposed Zoning Map Amendment and Specific Plan Amendment, are available at the City of Flagstaff, Planning and Development Services Division, 211 West Aspen Avenue.

The first Planning and Zoning Commission public hearing will be held at 4:00 pm in the Community Meeting Room at the City of Flagstaff Aquaplex, 1702 N 4th Street, Flagstaff, AZ. The second Planning and Zoning Commission hearing will be held at 4:00 pm in Council Chambers at City Hall, 211 West Aspen Avenue, Flagstaff, AZ. The first City Council hearing will be held at 6:00 pm in Council Chambers at City Hall, 211 West Aspen Avenue, Flagstaff, AZ.

PROPOSED SPECIFIC PLAN AMENDMENT
Amend the zoning district and development options for 3.34 acres in the McMillan Mesa Village Specific Plan

PROPOSED ZONING MAP AMENDMENT
Subject parcel to be rezoned from Research and Development (RD) Zone to Community Commercial (CC) Zone



ADDRESS: 1831 N Jasper Dr
ACRES: 3.34 Acres

For further information, please contact:

Patrick St. Clair
Planning Development Manager
Planning & Development Services Div.
211 West Aspen Avenue
Flagstaff, Arizona 86001
928-213-2612
Email: pstclair@flagstaffaz.gov

Publish: February 23, 2019

PLANNING AND DEVELOPMENT SERVICES REPORT
DIRECT TO ORDINANCE ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-18-00061-03

DATE: March 6, 2018
MEETING DATE: March 13, 2018
REPORT BY: Patrick St. Clair, PDM

REQUEST:

A Direct to Ordinance Zoning Map Amendment is requested by Buron, Inc., of approximately 3.34 acres, located at 1831 North Jasper Drive, from the Research and Development (RD) zone to the Community Commercial (CC) zone; and an Amendment to the McMillan Mesa Specific Plan to modify the development options and standards for a portion of Development Area "E" to allow a Congregate Care facility land use within an area designated for Business Park uses.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Direct to Ordinance Zoning Map Amendment and the Amendment to the McMillan Mesa Specific Plan request to the City Council with a recommendation for approval subject to conditions of approval.

PRESENT LAND USE:

The subject property is comprised of a single parcel of vacant land currently owned by MMV DEVCO, LLC.

PROPOSED LAND USE:

A new development consisting of an 88,812 square foot three (3)-story congregate care facility. Included in the facility area are 16,821 square feet of amenity area, 1,900 square feet of business/office space, 58, 142 square feet of assisted living space, and 11,949 square feet of memory care area. The Assisted living, memory care, amenity, and business areas are all contained within a single building proposed on the site.

NEIGHBORHOOD DEVELOPMENT:

North: Vacant parcel, part of the McMillan Mesa Specific Plan; Research and Development (RD) Zone
East: (across Jasper Drive) Vacant parcel, part of the McMillan Mesa Specific Plan; Research and Development (RD) Zone
South: (across Gemini Road) Vacant parcel, part of the McMillan Mesa Specific Plan; Medium Density Residential (MR) Zone
West: Vacant parcel, part of the McMillan Mesa Specific Plan; Research and Development (RD) Zone

REQUIRED FINDINGS:

Staff Review
An application for a Direct to Ordinance Specific Plan Amendment or Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code (page 40.20-1); and, whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Findings for Reviewing Proposed Zoning Map Amendments
Direct to Ordinance Zoning Map Amendments shall be evaluated based on the following findings: the proposed amendment is consistent with and conforms to the goals and policies of the General Plan and any applicable specific plans; the proposed

amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"), and will add to the public good as described in the General Plan; and, the affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

Findings for Reviewing Proposed Specific Plan Amendments
No Specific Plan may be adopted or amended unless the proposed plan or amendment is in substantial conformance with the Regional Plan.

STAFF REVIEW:

Introduction/Background
Located on the Northwest corner of the intersection of Gemini Road and Jasper Drive (APN 101-46-012A), the subject parcel is vacant and situated within the McMillan Mesa Village Specific Plan boundaries. The development of McMillan Mesa included utility, infrastructure and road construction improvements as detailed in the Specific Plan and Development Agreement. The improvements required have been completed and the parcel in question is available for development.

The McMillan Mesa Village Specific Plan was adopted by Ordinance 1779 on December 15, 1992. The McMillan Mesa Village Specific Plan establishes the type, location, intensity, and character of development, and the required infrastructure for the area. The plan shapes development to respond to the physical constraints of the site, coordinates the mix of land use intensities, and provides adequate circulation, open space, recreation and other public uses and facilities. The plan is organized into development areas A through J, which generally corresponds to zoning districts and land use categories. Section V of the plan (Exhibit F of P&Z packet), which covers development performance standards, establishes the intensity and character of the project development by prescribing development performance standards that are tailored to the unique qualities of the site. All development within McMillan Mesa Village must comply with the Development Performance Standards and Design Guidelines of the applicable provisions of the Zoning Code with the more restrictive code governing.

The site has an approximate elevation of 7,075 feet and the topography is generally flat with a gentle slope to the southwest towards the traffic circle at the intersection of Gemini Road and North Pine Cliff Drive. On February 26, 2019, the Inter-Department Staff (IDS) approved a site plan (PZ-18-00061-02), a copy of which is attached to this report, for the proposed development subject to successfully obtaining a Direct to Ordinance Zoning Map Amendment (rezoning). Should the rezoning be denied, the Site Plan as submitted will no longer be approved.

Proposed Rezoning and Development Plan
The applicant, Buron Inc, is requesting a Specific Plan Amendment and Zoning Map Amendment approval to permit a development consisting of an 88,812 square foot, three (3)-story Congregate Care Facility providing sixty (60) assisted care dwelling units and a memory care unit for twenty (20) residents and amenity spaces supporting residents and staff of the facility. Following rezoning approval, the existing 3.34-acre parcel will be zoned Community Commercial (CC).

At the time this application was submitted Development Area E was a 7.994-acre parcel. It has since been split and the subject parcel is now 3.337-acres in area. The remaining 4.657 acres exist as a separate parcel not part of this application and will retain the existing Research and Development (RD) zoning and existing Specific Plan development area requirements. Included within the application packet is a copy of the approved lot split recorded with Coconino County, Parcel 1, APN 101-46-102A (Exhibit A).

The proposed three (3) story building is compliant with the forty-foot (40'-0") height restrictions of the Specific Plan for

development area E. Accessed by a driveway on N Gemini Road and another on Jasper Drive, the proposed 88,812 square foot building on the 3.34-acre (145, 328 square foot) parcel renders a Floor Area Ratio of 0.61 (0.61 FAR). The Community Commercial zone allows a FAR of 2.5. Yet, the McMillan Mesa Specific Plan Development Area standards for this site allow uses other than Business Park a FAR of 0.30 (0.30 FAR). The Specific Plan amendment seeks to approve the calculated FAR of 0.61 for this specific project proposal, on this specific lot, subject to the amendment approval (See attached Planning Exhibit: "Development Area E1" and "Development Area E2"). The completed and approved Site Plan review ensures that all architectural standards, pedestrian connectivity, civic space, landscaping requirements, and other components are in compliance with the Flagstaff Zoning Code and meet multiple goals and policies of the Flagstaff Regional Plan 2030. All on-site (private) infrastructure will be completed under Grading and Drainage and Building Permit applications.

The assisted living dwelling units include sleeping, living, eating, permanent cooking and sanitation areas. Most of these units are studio or (1) bedroom units. The unit mix, and associated bed counts are clarified in the following table:

ASSISTED LIVING UNIT DESCRIPTION	- NO. UNITS	- NO. BEDS
Studio	14	14
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The Community Commercial (CC) zone permits a maximum building height of sixty feet (60'-0") while the more restrictive McMillan Mesa Village Specific Plan limits building height for this parcel to forty feet (40'-0") maximum. The highest ridgeline of the proposal is shown at thirty-five feet (35'-0") on the architectural elevations and building sections (Sheets A5-A8). A defined an outdoor courtyard serving private recreation, relaxation and common areas needs for residents is sheltered within the building footprint. Open space and civic space are addressed later in this report.

The applicant has elected to pursue an amendment to the Zoning Map by "Direct Ordinance with a Site Plan" per Section 10-20.50.040.D (pg. 20.50-5). The "Direct Ordinance with a Site Plan" process provides an applicant with a shorter Zoning Map Amendment process with fewer steps. In process requires the applicant to submit fully developed site plans with all supporting information required for Site Plan Review concurrently with the Zoning Map Amendment application. Once the Zoning Map Amendment is approved by Council, the applicant can proceed directly to construction plans and building permit review. In compliance with the "Direct Ordinance with a Site Plan" process, the applicant has obtained Site Plan approval in conjunction with this application. This Zoning Map Amendment will be conditioned specifically to the use of Congregate Care Facility as proposed and shown on the approved site plan (PZ-18-00061-02).

General Plan/*Flagstaff Regional Plan (FRP 2030)*

The Regional Plan's (The "Plan") Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods provide the framework for the density, intensities, and mix of uses within the area types. The subject property falls within a Future Employment designation.

A congregate care facility is an apt use within an Employment Center. Such facilities operate on a low resident to staff ratio. (reference applicant narrative page 8) and the medical nature of the facility requires highly skilled employees and intensity of use greater than typical with other residential functions. Increases in intensity and density align with Employment area

stipulations while taking advantage of established open and Resource Protection areas on the mesa to respect natural and quiet separations between suburban residential and more intense commercial developments within the Specific Plan boundaries.

The variety of single and multi-family residential land uses near the project present potential housing for staff and resident's family within proximity to their employment and loved ones. Employees and visitors can utilize the existing transit routes and FUTS connections within vicinity of the site to recreate or to travel to and from work.

Applicable General Plan Goals and Policies

Staff has identified Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. These goals and policies are indicated in the applicant's project narrative and included in this report. Following is a discussion of how the project meets or conflicts with goals and policies identified.

Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)

There were no significant natural resources from the Regional Plan Map 7 identified on this site. The site is a vacant parcel and supports few native trees and plants. A significant resource, located on the western parcel adjacent the site, is the steep and tree covered slope that descends westward into development areas "C and D". Already preserved, these resources west of the subject parcel serve as a natural buffer between existing lower density, and more suburban residential uses and the proposed Congregate Care Facility. The Highgate project will increase the density and intensity of uses; an expectation of an Employment Center. Yet, energy efficiency features of the new development, an intention to meet all outdoor lighting standards for Lighting Zone 2 (Dark Sky compliance), access to recycling and public transit will decrease the per capita climate change impacts of the residents.

Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management, and Water Quality)

Located within the Urban Growth Boundary as indicated on Map 21 of the Regional Plan, a Water and Sewer Impact Analysis and Drainage Analysis was completed for the project at the time of the McMillan Mesa Village Specific Plan adoption. The conclusions and requirements of these analyses are addressed in the Public Systems Impact Analysis section of this report. These analyses adequately address the goals and policies of this chapter. The project is implementing the City's Low Impact Development (LID) requirements for stormwater and will not be using reclaimed water or capturing on site water for human uses.

Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)

Map 22 of the Regional Plan classifies this site as Future Employment and Existing Suburban. Single family and medium density residential developments exist west and south of the target parcel indicating a pattern of transitions across the mesa from suburban to more densely developed Employment areas. A wide variety of community goals are achieved by designing walkable-scale communities, yet development must be sensitive to the natural environment and man-made community character. The applicant proposes a pedestrian and bicycle-oriented Site Plan taking advantage of existing surrounding medical related developments and has coordinated the project function with desired Employment area ambitions. Civic space, walking and biking connectivity and access to public transit activate on and off-site associations between the proposed development and adjacent developments creating diversity within a cohesive community structure. Faithful to the restricted height limitations within the Specific Plan Development area, the project respects existing view sheds of the San Francisco Peaks to the north and Mt Elden to the east.

Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)

The proposed Congregate Care Facility will provide better paying and more highly skilled employment opportunities to the project environs. By taking advantage of the specific site's potential connectivity and independence in transit and sustainable

options traditionally missing in suburban areas, the facility is designed to incorporate walking, biking and public transit in a manner that creates a complete and connected place. While Introducing density, intensity, use, and access to alternative transit and FUTS trails the proposed civic spaces and pedestrian environments display the connectivity characteristics identified for suburban and employment areas.

Transportation (Mobility and Access, Safe and Efficient Multimodal Transportation, Environmental Considerations, Quality Design, Pedestrian Infrastructure, Bicycle Infrastructure, Transit, Automobile, Passenger Rail and Rail Freight, Air Travel, and Public Support for Transportation)
The Highgate project would increase the density and intensity of specific residential options near a suburban part of the City. Most of the traffic impact imposed by this project will come from staff traveling to and from work. It is anticipated residents will not drive at a frequency beyond that already forecast. In addition, the increased FUTS and street connectivity and access to public transit provide strong support for alternative modes of travel to viably compete as mode choices for residents at this site. Access to Forest Road to the north of the site allows for easy distribution to either side of town and to additional medical and healthcare facilities adjacent the McMillan Mesa area.

Neighborhoods, Housing, and Urban Conservation
Congregate care provides an additional housing type that allows residents to age within their own community. It is a resource for individuals who need differing levels of assistance. Congregate care is both a residential and commercial use. It serves a residential function but is treated, reviewed and approved as a commercial development. This type of use helps buffer existing residential uses from adjacent more intensive commercial or research and development uses.

Economic Development (Responsive Government, Education and Workforce Training, Business Retention, Expansion and Entrepreneurship, Business Attraction, Tourism, Community Character and Redevelopment and Infill)
Highgate is a prime example of new development conceived to cohesively bridge suburban area uses and higher intensity, more commercially oriented Employment zone uses. The building is broken and stepped along its horizontal and vertical expanses to reflect a collection of smaller spaces, creating a less imposing street appearance that is compatible with the mixed suburban residential and employment center facets of the mesa community as a whole.

Recreation
Development projects are encouraged to integrate active and passive recreation sites into their design. The Highgate project provides access to areas for both types of recreation. Private and public open space areas have been incorporated into the project boundaries and connections to open space and the nearby FUTS and parks were considered in the design of the site. Ample civic space is provided which enhances the public use of pedestrian and biking components of this development.

Policy Analysis
This list below identifies several key points and community benefits supporting or not supporting the proposed amendment:

In support of the Amendment:

- The property is considered new development, is within the Urban Growth Boundary, and can be efficiently and effectively provided with facilities and services by the City;
- Adding assisted living and memory care to an Employment Center provides increased employment opportunities, job skills, and training in line with the goals of an Employment center.
- The project correlates patterns of development and design found in adjacent suburban and employment areas.
- Convenient connections to natural resources, FUTS trails and public transit are incorporated into the project design
- The project development respects the existing view sheds, protected resources, existing community character and seeks to provide specialized housing and employment options within the Urban Growth Boundary.
- The facility can provide residents a place to age within their own community, valuable to neighborhood character.
- A variety of commercial uses near a suburban community provides for less resource consumption in the form of less miles traveled and enhanced connection to natural areas for recreation.

Not in support of the Amendment

- The project provides for specialized employment opportunities, but they are limited based on the number of occupants.
- The project continues the development of medical facilities within the environs but does support diverse, new industry or business within Flagstaff.

Zoning – City of Flagstaff Zoning Code

If this Direct to Ordinance Zoning Map Amendment request is approved, approximately 3.337 acres will be rezoned to the Community Commercial (CC) zone. Site development will be conditioned solely to the approved site plan. Any substantial changes to the approved site plan would require a new rezoning request and further review and approvals by the Planning & Zoning Commission and City Council. The Site Plan provided includes the overall site layout; open and civic space areas and calculations; parking area layout and calculations; landscaping plans and calculations; architectural renderings and floor plans; colors and material specifications of the proposed development.

Building Form and Resource Protection

Table 1 below compares development standards and resource protection requirements for the Research and Development (RD) zone and the Community Commercial (CC) zone. The proposed development will be required to meet the development standards of the High Density Residential (HR) zone. Density requirements in the Community Commercial zone (CC) shall follow the requirements for density in the High Density Residential (HR) zone. Minimum density in the HR zone is 10 units per acre and the maximum density allowed is 22 units per acre (within the Resource Protection Overlay). The proposed residential gross density for this project is approximately 18 units per acre based on the overall parcel size of 3.34 acres.

The parcel subject to this request is located within the Resource Protection Overlay (RPO) zone. A Resource Protection Plan was approved in conjunction with the McMillan Mesa Village Subdivision. Most of the resources for this development are preserved on parcels that will remain as open space as well as the steep slopes on Development Area B. The Flagstaff Zoning Code requires all commercial uses within the RPO zone to protect a minimum of 30% of the tree resources and all industrial uses (Research and Development is considered an industrial zoning category) to protect a minimum of 20% of the tree resources. The approved Resource Protection Plan utilized a 50% preservation rate for all development areas within the subdivision because that was the standard required under the Land Development Code so no revisions to the existing approved plan are required.

Table 1 – Comparison of Development Standards and Resource Protection

Standard	Existing RD	Proposed Zone (CC/HR)
Acres	3.337 acres	3.337 acres
Maximum Building Height (feet)	60’/35’*	60’/40’*
Maximum Coverage/FAR	25%/0.50 FAR	50%/2.5%
Minimum Open Space	0%	15%
Minimum (du/ac)	0	10
Maximum (du/ac)	0.50 FAR	22
Front	25’	10’
Side	0’ (interior) 15’ (exterior)	5’ (interior) 5’ (exterior)
Rear	10’	15’
Forest Resources	20%	30%
Slope Protection 0-16.99% 17-24.99% 25-34.99%	 No protection 60% of slope area 80 % of slope area	 No protection 60% of slope area 80% of slope area

*Per the Specific Performance Standards of the McMillan Mesa Specific Plan for Development Area E.

Open Space & Civic Space
The High Density Residential (HR) zone development standards require 15% common open space as part of the development. Landscape sheet L-2, shows 23,056 square feet (15.9%) of compliant open space identified on-site. Consistent with the City's FUTS plans, the retained existing sidewalks provide connection to an existing FUTS trail within the adjacent westerly parcel.

Section 10-30.60.090.B.1.b of the Zoning Code requires developments with more than 50 dwelling units or more than 20,000 square feet to provide a minimum of five percent (5%) of the site as civic space. The Site Plan identifies 8,443 square feet of civic space within the development. The project exceeds the five percent minimum Civic Space requirement by providing 5.8% of site area as civic space. The primary civic space within the development is the main entry zone providing covered pick-up and drop-off zones, bicycle parking and landscape areas. Additional civic spaces provided throughout the project include pedestrian oriented areas, with paved walks, seating and landscaping.

Design Review

Site Planning Standards
In accordance with Section 10-30.60.030 of the Zoning Code (Page 30.60-2), a site analysis was completed in conjunction with the concept plan for this project that considers the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. The findings of the site analysis were used for the layout of the commercial and residential development, open space and civic space areas on site. The building is placed south and east on the site, respecting the existing drainage easements along the south and east boundaries of the parcel. Proposed drives from Gemini Road and Jasper Drive provide site access across these easements. Open space is retained between the proposed building exterior and the drainage easements. Public civic spaces are provided to connect residents, staff and visitors to existing off-site views and to parking areas, walking paths, and a large private courtyard enclosed within the building footprint.

Pedestrian and Bicycle Circulation Systems
On-site pedestrian and bicycle connectivity resides within a network of walkways and paths across the site that integrate with existing paths and sidewalks extending beyond the project boundaries and connecting with public transit stops and FUTS trail access. Walkways also serve as on-site circulation between building entrances, parking areas, and private and public common areas. Bicycle circulation is accommodated on the adjacent rights-of-ways with existing bike lanes and on the existing FUTS trails. Staff has worked with the applicant during the Site Plan review to ensure that adequate facilities for pedestrians and bicycles are provided.

Compatibility and Architectural Design Standards
Compatibility does not mean "the same as", but rather it refers to how well a new development is sensitive to the character of existing development. The Zoning Code breaks down compatibility into three categories: Patterns of Development, Scale, and Continuity.

Patterns of Development includes streetscapes, site relationships, signage, and landscape features. In order to attain a context sensitive design suburban neighborhood, landscaping standards and setbacks have been applied to the proposed development with buildings situated to the street, with civic plazas visible from the streets, leading to facility entrances. The project has a suburban feel with trees are spaced irregularly across the site providing a dense overall landscaping design. Landscaped parkways are required on Gemini Road and Jasper Avenue between the street and existing sidewalks.

Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The setback of the three (3)-story building is largely determined by the existing site drainage. The proposed

building has both vertical and horizontal articulation in accordance with the Zoning Code to ensure that traditional proportions can be observed and to avoid unbroken, flat rooflines and building faces. Maximum height for these buildings is shown at thrity-five (35'-0") feet on the provided architectural elevations (sheets A-8 thru A-8). Parking is located to the north and west of the building, sited behind and to the side the building in regards to the public access.

Continuity encompasses patterns of development and scale, but also site development, building forms, texture, materials, details, and colors. The architectural massing of the building has been broken into smaller segments to diminish the overall size of the project and maintain a similar language to the surrounding development. The architectural style for the proposed project is a mountain lodge aesthetic, paying homage to the surrounding scenery as well as other architecturally noteworthy buildings. The proposed elevations incorporate large gables, heavy timber detailing and trellising, and a combination of stone and siding. The colors were selected to complement the natural browns and greens of the trees and grays of the mountains.

Landscaping
Landscaping plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment. However, as part of the Site Plan application, the applicant provided a robust landscaping plan, showing all landscape areas and tree locations. The landscape plan meets the requirements of parking lot landscaping, street buffer landscaping, building foundation and periphery landscaping standards found within Section 10-50.60 of the Zoning Code. A final landscape plan will be reviewed at the time of civil plan submittal.

Outdoor Lighting
The subject property is located within Lighting Zone II and is allowed a total of 50,000 lumens per acre due to the distance from astronomical observatories in the area. Proposed exterior lighting information is not required in conjunction with a Direct to Ordinance Zoning Map Amendment. The applicant will be required to provide plans that meet the requirements of the Outdoor Lighting Standards of the Zoning Code. A Site lighting plan will be reviewed for compliance at the time of building permit submittal.

Parking
The Site Plans provided with this application show parking areas conforming to the site planning standards within the Zoning Code. The parking areas are not located adjacent to rights-of-ways and the Civil plans (sheet SP01) provide the breakdown of the required number of parking spaces, parking dimensions and maneuvering areas and spaces. Staff has ensured that adequate parking spaces and maneuvering areas are provided and that trash enclosures and loading areas meet City standards for screening, operation, and location during the review and approval of the Site Plan submittal. The paved surface parking area will accommodate sixty-five (65) parking spaces for residents and staff. Included are (3) ADA accessible parking stalls, two (2) motorcycle parking spaces and four (4) exterior bike racks. Staff notes that for eighty (80) dwelling units, a minimum of seventy-one (71) parking spaces are required. However, allowable reductions in parking for vicinity to transit stops, and reductions for both motorcycle and bicycle parking allow the applicant to reduce the parking provided to a conforming sixty-five (65) on-site parking spaces. The applicant's narrative clarifies that memory care residents will not be allowed to drive so no on-site parking provisions for residents of those units is provided.

PUBLIC SYSTEMS IMPACT ANALYSIS:

Traffic
McMillan Mesa Village is bounded on the north by Forest Avenue. Vehicular access is provided along N Gemini Drive, a looped roadway through the subdivision connecting with Forest Avenue via a controlled right-in/right-out entrance on the western edge of the subdivision and a four-way signalized intersection on the eastern edge of the subdivision. N Gemini Drive connects with N Pine Cliff Drive, which provides a southerly access to Ponderosa Parkway. N Gemini Drive and N Pine Cliff Drive as well as the signalized intersection on N Forest Ave were constructed in conjunction with the development of the McMillan Mesa Village subdivision.

A Traffic Impact Analysis (TIA) for the McMillan Mesa Village Specific Plan was completed by Pike Engineering on May 20, 1992. At the time this analysis was prepared, the infrastructure for the subdivision was contemplated; however, it was not completed.

In 2008, the applicant completed the infrastructure according to the Specific Plan and TIA as part of the McMillan Mesa Village subdivision. The road sections constructed within the subdivision changed from those identified in the specific plan to current public roadway standards. The lane widths were reduced resulting in less pavement, five-foot parkways, 4 ½ or five-foot wide bike lanes, and a fifteen-foot wide median on N Gemini Drive. N Pine Cliff drive south of the roundabout does not include medians but does include parking along the portion south of Pinion Court to accommodate for the residentially platted lots. The developer of the subdivision was allowed to relocate the final location of the FUTS from the original specific plan in order to avoid steep slope conditions. According to the ordinance that adopted the McMillan Mesa Village Specific Plan and granted the existing zoning entitlements, the developer was required to construct a traffic signal at the intersection of Gemini and Forest Avenue.

The site plan includes an existing five-foot wide sidewalk along Gemini Road and Jasper Avenue and new five-foot wide parkway along both frontages to accommodate pedestrian and trips, while existing bike lanes and two near-by transit stops will accommodate other alternative travel mode demands. The FUTS trail is accessible on the adjoining west parcel and existing sidewalk connection near the southwest corner of the property additional pedestrian and bike connectivity to the greater area.

Water

A previous Water and Sewer Impact Study was completed for the McMillan Mesa Village subdivision in July 2006. After a review of the City water and sewer master model and previous impact study, the City of Flagstaff Utilities Department is of the opinion that the proposed Specific Plan and Concept Zoning Map Amendments will have no significant impact to existing off-site water and sewer infrastructure because of these amendments. The land use and intensity proposed can be served by existing infrastructure. There is adequate existing capacity as long as water and sewer demands do not increase from the Specific Plan Amendment. The original analysis used a housing density of 606 dwelling units and 74.6 acres of commercial development. The McMillan Mesa Village subdivision lies within two water pressure zoned served by the City of Flagstaff. Most of the project is served by the Zone A system and only a small part is served by the Zone B system. The City required the developer to install a looped connection to both pressure zones. Existing Zone A water infrastructure includes a twelve-inch (12") diameter waterline tying into the 12" main located at the United States Geological Survey (USGS) facility. The waterline then loops through the internal project, following the N Gemini Drive alignment, and ultimately connecting back to the Zone A system at the intersection of N Turquoise Drive and E Cedar Avenue. The Zone B water infrastructure includes a connection to the internal Zone B water lines in N Pine Cliff Drive and N Manzanita Way.

As referenced in the revised Development Agreement, the City is not requiring that the applicant construct a water storage tank sized to meet the development's average daily usage plus two-hour fire flow. The City has indicated it does not require the construction of any further storage tank capacity as it applies to the McMillan Mesa Village Specific Plan development.

Wastewater

The existing 15" diameter Switzer Canyon trunk line is the connection point for all sewage flows generated by the McMillan Mesa Village subdivision. The Switzer Canyon sewer collector system gravity flows to the south until it ultimately connected to a 33" RCP interceptor line in Foxglenn Park. The applicant was required to make off-site modification to the existing sewer system for the subdivision including the replacement of the 33" sewer line, which connects manholes 23-063 and 23-058, with a 42" pipe. This reach was approximately 2237' feet in length and runs from Foxglenn Park to the intersection of E Butler Avenue.

Stormwater Analysis

Prior to the adoption of the McMillan Mesa Village Specific Plan, a Drainage Analysis for McMillan Mesa Village was prepared by Pike Engineering on May 21, 1991, with multiple revisions up to October 9, 1992. In 2006, the applicant began the design and City submittals for construction of the subdivision infrastructure. As a component of the design and construction of the infrastructure, the applicant hired Shephard Wesnitzer, Inc. to provide a detailed hydrology study, also referred to as the Final Drainage report for McMillan Mesa Village. The initial study, provided to the City on August 23, 2007, was revised on February 7, 2008 with the last revision published on March 12, 2014. This property is served by the regional detention facility, approved through these hydrology studies, located at the intersection of Forest Avenue and Pine Cliff Drive.

Parks and Recreation

The closest City-owned parks to the site are Buffalo Park, a regional recreational facility, and Ponderosa Park a neighborhood facility. The subject properties are adequately serviced by recreational facilities, however, each residentially developed site will need to provide 5% civic space in addition to 15% open space. Staff is confident that the park and recreational needs of the residents of the proposed development will be met through these amenities provided on and off-site.

OTHER REQUIREMENTS:

Natural and Cultural Resources

The subject property is located within the Resource Protection Overlay (RPO) zone as defined by Section 10-50.90.020.A of the Zoning Code (Page 50.90-2). Please refer to the "Building Form and Resource Protection" section of this report for further details of the McMillan Mesa Specific Plan Resource Protection Plan. No defined floodplains exist on the subject property.

Regarding cultural resources, the Historic Preservation Officer reviewed this application and did not require a cultural resource study as the site has already been disturbed through the construction of the subdivision infrastructure.

DEVELOPMENT AGREEMENT

A development agreement amendment, separate from this report, has been prepared as part of the review of this project. The primary purpose of this amendment is to clarify roles and responsibilities regarding to the following:

- Water storage structures anticipated at time of Specific Plan adoption, but now not required by COF water services division.

CITIZEN PARTICIPATION

The applicant held one neighborhood meeting regarding this proposal. The meeting was held November 14, 2018 after the official submittal of these applications at Flagstaff NACET, 2225 N Geminin Road, and was attended by four (4) interested citizens. Concerns were presented regards to increased traffic, project height and contextual design, site resources, proposed re-zoning, and site parking disbursement. A second neighborhood meeting was waived based on the positive reception for the project from the first meeting and based on the low attendance generated at the first neighborhood meeting. As of the writing of this report staff has received no emails regarding this case.

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within one-thousand (1000'-0") feet of the site excluding rights-of-way. This mailing radius exceeds the required three hundred (300'-0") radius indicated in the Zoning code.

DISCUSSION:

The proposed Specific Plan Amendment and Concept Zoning Map Amendment in conjunction with the minor Regional Plan Amendment, are consistent with the goals and policies of the Flagstaff Regional Plan 2030 and the intent of the Zoning Code. The applicant has chosen to pursue an alternative development path for the McMillan Mesa Specific Plan that is more compatible with the surrounding development on McMillan Mesa. These requests increase the overall density and intensity of development that was originally planned for McMillan Mesa and are consistent with the Regional Plan designation of Future Employment.

Research and Development uses are considered very significant due to their potential to generate high wage employment opportunities, an important concern for Flagstaff. The proposed zoning change from RD to CC allows for the inclusion of a residential land use that also provides a potential to generate high wage employment opportunities and to provide a land use complementary to surrounding residential and medical operations both on and adjacent to McMillan Mesa. Staff does

not believe this request to rezone 3.337 acres from RD to CC will substantially affect the supply of lands currently zoned for employment type uses and does in fact display an inherent support of the intentions of a Future Employment area. The proposed congregate care facility will supply potentially high-wage health care employment opportunities described in the Regional Plan 2030 for future employment areas, and provide those opportunities in close approximation to city transit routes, public circulation routes and near-by existing medical and rehabilitation facilities.

RECOMMENDATION:

Staff believes that the proposed zoning map and specific plan amendments are in substantial conformance with the Flagstaff Regional Plan 2030 and the findings required for a Zoning Map Amendment. Staff recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation approving PZ-18-00061-03, subject to the following four conditions which will be included into the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated February 26, 2019. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. The McMillan Mesa Specific Plan will be amended to allow the Community Commercial zone specifically for congregate care facility and revised development standards for Floor Area Ratio from .30 to .61 for the 3.337-acre portion of Development Area E as described in the applicant's narrative (Exhibit A and Planning Exhibit for Development Areas E1 and E2).
3. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
4. All other terms, conditions, and restrictions detailed within the "McMillan Mesa Specific Plan Development Agreement" must be fully satisfied.

Attachments:

- Application for Zoning Map Amendment
- Public Hearing Legal Advertisements
- Applicant's Submittal Package:
    - Property Data
    - Project Narrative
    - Application for Concept Plan and Concept Plan Comments
    - Coconino County Lot Split Request Form
    - Citizen Participation Report
    - McMillan Mesa Final Plat Tracts "E and F", McMillan Mesa Village Final Plat, Alta Survey for target parcel, McMillan Mesa Resource Protection Plan
    - Regional Plan and Site Exhibits
    - Site Analysis from McMillan Mesa Specific Plan
    - Zoning Exhibit for Development area "E" from McMillan Mesa Specific Plan
- Planning Exhibit: "Development Area E1" and "Development Area E2" (Specific Plan Development Area Options)
- Approved Site Plans, incl. Site Plan project narrative and Appendix A.

Minor Specific Plan Amendment and Zoning Map Change
NARRATIVE for
Lot 3 of McMillan Mesa Village Tracts E and F
PZ-18-00061-01

Located within the Final Plat for the McMillan Mesa Village
Generally located at the Northeast Corner of Turquoise Drive and Forest Avenue
Within the SE Quarter of Section 10 Township 21 North Range 7 East; the Southwest Quarter of Section 15 Township 21 North Range 7 East; the Northwest Quarter of Section 14 Township 21 North Range 7 East; and the Northeast Quarter of Section 15 Township 21 North Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Flagstaff, Arizona

Submitted by:

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CITY OF FLAGSTAFF, ("CITY")
211 West Aspen Avenue
Flagstaff, Arizona 86001

September 18, 2018
February 19, 2019

PROPERTY DATA:

Portion of Lot 3 of the Final Plat of McMillan Mesa Village Tracts E & F (Lot Split), portion zoning map amendment and minor amendment to Specific Plan, and

Lot 3 – the Northwest corner of Gemini Dr and Jasper Dr:
Coconino County Assessor Parcel Number: portion of 101-46-012
Address: 1831 N Jasper Drive
3.337 acres
Current Zoning Classification: McMillan Mesa Village Specific Plan is Business Park, most closely aligned with Research and Development (RD) as identified in the Regional Plan
Proposed Zoning Classification: Community Commercial (CC)
ACTION REQUESTED: Amendment to McMillan Mesa Village Specific Plan to include portion of Lot 3
ACTION REQUESTED: Amendment to the Zoning Map to change a portion of the property to CC, the remainder will not have a change in zoning.

The McMillan Mesa Village

Minor Specific Plan Amendment and Zoning Map Change Narrative

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Tables and Exhibits:

Table 1: Current Land Use Designations according to the Specific Plan

Exhibit A: Recorded Lot Split Map
Exhibit B: Public Involvement Plan
Exhibit C: Final Plat/ALTA Survey/Natural Resource Protection Plan
Exhibit D: Zoning Map/Topographical/Assessor Maps
Exhibit E: Vicinity Map/Context Analysis Map/Site Analysis Map
Exhibit F: New Exhibits for McMillan Mesa Specific Plan & Proposed Amendment

1. Background Information for McMillan Mesa Village:

The McMillan Mesa Village Specific Plan was adopted and approved by Ordinance No. 1779 on December 15, 1992 and recorded on January 14, 2003 (the "Specific Plan"). No development or construction was undertaken until MMV Devco, LLC, (the "Owner") recorded the Final Plat for the McMillan Mesa Village (the "McMillan Mesa") and constructed the infrastructure in 2008. The roads, sewer and water constructed as a part of the final plat also included the off-site sewer enhancement as required by the Specific Plan. The Owner entered into a Development Agreement with the City in conjunction with the subdivision approval in 2008. The Owner has completed its obligation under the Development Agreement as it pertains to the off-site sewer and the Owner has been informed there is no need for the water storage facility that was contemplated. The Owner seeks to Amend the Development Agreement as provided for in Exhibit "G" attached hereto.

In July 2007, the Owner and the City of Flagstaff (the "City") entered into a land exchange whereby the City was able to acquire pieces of land to preserve the continuity of the Flagstaff Urban Trail System (FUTS) and supplement the Buffalo Park open space. This land exchange closed and was made final on 12/21/2007.

In the time since the infrastructure was completed in 2008, the Owner has sold several parcels. These sales are described as follows:

a. Flagstaff Senior Living is an affordable housing project for senior citizens. This development is comprised of 60 residential dwellings. Parcel H was developed in accordance with the Specific Plan. Development of this parcel provided necessary infrastructure for the storm water drainage system as required by the Specific Plan and the City of Flagstaff. Flagstaff Senior Living has adopted several "green energy" methods on the property to include solar arrays for energy capture. The maximum number of dwelling units assigned to Parcel H by the Specific Plan is 72.

b. Basis School of Flagstaff purchased a portion of Parcel D for a charter school comprised of students in grades 5-12. Parcel D was subdivided into several parcels when the infrastructure was built. Basis School purchased the remainder parcel contiguous with the initial school site and developed a gymnasium and additional classrooms. The Basis School developed this property in accordance with the Specific Plan.

c. Guardian Ambulance and Flagstaff Medical Center purchased a portion of Parcel F for an ambulance and administration center. The City of Flagstaff provided Guardian Ambulance a conditional use permit for the development of this property. The remainder of Parcel F is currently undeveloped. Parcel F lies within the employment corridor overlay; therefore, the site development is consistent with the Specific Plan and Regional Plan. Development of this project also provided necessary improvements to the existing storm water drainage system as required by the City of Flagstaff.

d. All residential lots south of Pinion Court have been sold to home builders or individuals that have built single family homes. This is consistent with the Specific Plan.

e. Wellbrook Rehabilitation Hospital purchased a 3-acre piece of Parcel B upon which a rehabilitative care facility was built.

f. Ernest Healthcare purchased a 5-acre parcel known as Lot 2 of the Final Plat of McMillan Mesa Village Tracts E & F.

2. Request for Amendment to Specific Plan and Zoning Map Change

The Developer, together with the Engineer are pleased to submit for your consideration an application for a Minor Amendment to the McMillan Mesa Village Specific Plan and a Zoning Map change for a portion of Lot 3 of what is commonly referred to as the McMillan Mesa Village (the "Amendment"), and as more particularly described in this narrative.

3. Description of Proposal

The Owner proposes to change the current land use for approximately 3.337 acres located on the southern portion of Lot 3 that will allow for the development of a congregate care facility. Concurrently with this Zoning Change, Developer is submitting a site plan for approval through the direct ordinance process. Owner seeks to add to the Employment Center, as referenced in the City's Regional Plan 2030, with the inclusion of this 3.337-acre site.

Table 1: **Current** Land Use designations according to the Specific Plan

Parcel	Size	Current Designation	Proposed Designation
Lot 3 before lot split	**6.67 acres**	**RD**	
Highgate Flagstaff	3.337 acres	RD	Community Commercial
MMV (remainder)	3.34 acres	RD	No change

4. The Purpose for the Proposal and the Need to Amend

The Flagstaff Regional Plan 2030 currently shows an existing Suburban/Future employment area for the south half of Lot F3. The proposed Zoning Map Amendment would change the target parcel zoning from Research and Development (RD) to Community Commercial (CC) in a manner that complies with characteristics of a master planned business park, as described on pages IX.58-59 of the Flagstaff Regional Plan 2030. The Owner believes the parcel identified in Table 1 above as proposed Community Commercial is fully compatible with and complementary to the adjacent developed properties and allows the McMillan Mesa to develop as the mixed-use Suburban/Future Employment area as was contemplated by the Regional Plan. The Owner has completed construction of Jasper Drive on the northeast portion of the McMillan Mesa. The dedication of this road is what precipitated the subdivision of Parcels E & F. The road was built to facilitate the development of this portion of the Mesa. At the time of construction all City utilities, to include the franchise utilities were put in the right of way.

The McMillan Mesa's Specific Plan designation for this property is Business Park. The current City zoning for the parcel is Research and Development, which is the zoning category most closely aligned with Business Park; therefore, an amendment is required in order to approve the Zoning Map Amendment. The Specific Plan had a goal of integrating medical and research facilities and supporting commercial areas into a suburban area. This proposed amendment will further that goal.

6. How the Amendment will conform to the Goals of the McMillan Mesa Specific Plan and the City of Flagstaff Regional Plan 2030

Owner Goal 1 as it relates to Goals and Objectives of the Specific Plan: *Objective D (2) Create an integrated employment and residential community which preserves the integrity of significant natural features and provides recreation/open space amenities in conjunction with new infill development.* The Owner and Developer believe the development of the assisted living care facility on a portion of Lot 3 embodies this premise. The care facility is not only home to the residents, but an employment center as well. The site is surrounded by City Open Space and the natural topography provides privacy for the residents from traffic.

Owner Goal 2 as it relates to Goals and Objectives of the Specific Plan: *Objective D* (5) *Assure compatibility of new development with the existing neighborhood by using compatible land uses, density transitions, setbacks, variations in building height and by providing visual and pedestrian linkages.* The location of the proposed congregate care facility is a perfect transition from the medium density residential and City FUTS. The City property acts a natural buffer from the commercial aspect of the care facility so as not to intrude into the pastoral residential feeling of the overall site.

The application has analyzed and evaluated the proposed Zoning Map Amendment and development goals against those of the Regional Plan, even though no amendment to the Regional Plan is being sought. The following analysis will only further epitomize the fit for this development with the community's vision.

Regional Plan Analysis: Beginning with the natural environment, the Developer will use every effort to protect the City of Flagstaff's dark skies by preventing light trespass where appropriate and applicable. Due to the nature of the developer's intended use, the facility will not have a need for massive amounts of exterior unshielded lighting. The residents are either in need of medical assistance or are memory care patients and therefore do not enter and leave the premises at all hours of the day and night. Controlling the need for lighting in parking areas and sidewalks will be accomplished by shielding, timers/sensors, or light colors. The Developer has taken every measure to preserve existing trees and will use native shrubs and trees for site enhancement. The disturbed areas will be covered with native perennial wildflowers as well.

- *Policy E&C.5.1. Evaluate the impacts of the retention of dark skies regarding lighting infrastructure and regulatory changes, land use decisions or changes, and proposed transportation developments within the region.*

- *Policy E&C.5.2 Encourage and incentivize voluntary reduction of "exempt" lighting that degrades night sky visibility, and work to prevent light trespass whenever possible in both public and private areas.*

- *Policy E&C.6.8. Disturbed areas for Improvements and landscaping for new developments shall emphasize the use of native, drought-tolerant or edible species appropriate to the area.*

The site is adjacent to a City of Flagstaff Open Space parcel upon which a portion of the FUTS has been built. As stated previously, the residents do not have the ability to take advantage of the open space outside of the walls of the facility; however, every attempt has been made to provide a pleasant view of the facility from the FUTS. The location of the FUTS and the accessibility from the site will enable the employees and visitors to utilize the site for recreation and to traverse to other locations in the City. The Developer has integrated Public Open Space and a Civic Space as an extension of the FUTS that includes lush landscape and an amenity for repose and reflection. The Developer has designed interior courtyards and sheltered open space for use by the residents, staff, and visitors to insure they have access to natural light and fresh air.

- *Policy OS.1.5. Integrate open space qualities into the built environment.*

Energy efficiency is critical for the viability of natural resources that last for many more generations. The Developer has committed to using all LED lighting packages with energy saving lighting controls and highly efficient/programmable heating/cooling systems. All exterior lighting will meet or exceed the City of Flagstaff Dark Sky policies.

Policy ED.4.5. In an effort to promote the sustainability of resources, the City will encourage all new and expanded commercial and industrial development to be energy and water efficient.

The building façade has been designed with both color and materials that blend into the natural surroundings. The plants and trees chosen will complement the façade and not detract from the surrounding natural environment. The proposed buildings will also complement the existing architecture on the McMillan Mesa. Because the McMillan Mesa Village adopted a regional stormwater plan years ago, the development's low impact development strategy is straightforward and effective. The regional basins can hold the storm events as required and provide off-site storage allowing for a more efficient and effective use of space.

- *Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.*

- *Policy LU.2.1. Design new neighborhoods that embody the characteristics of Flagstaff's favorite neighborhoods – that is, with a mix of uses, a variety of housing types and densities, public spaces, and greater connectivity with multimodal transportation options.*

- *Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.*

- *Policy LU.2.4. Utilize Low Impact Development (LID) strategies and storm water best practices as part of the overall design for new development.*

The Developer is planning to employ approximately 74 full-time staff members once all the rooms are occupied. The jobs will include care partners, nursing and clinical staff, culinary staff, housekeeping staff, maintenance personnel, recreational advocates, administrative and marketing staff members. The enterprise is a 24/7 operation. The approximate staff to resident ratio per 8-hour shift will be 1 per 8 residents. The staffing pattern is divided into three working shifts: 6:30am-2:30pm, 2:30pm-10:30pm, and 10:30pm – 6:30pm. The enterprise will endeavor to incentivize staff to the extent that at a minimum 25% of the staff members will utilize alternative modes of transportation, thereby reducing traffic impacts and eliminating the need for excess on-site parking. The shift hours provide for relief during peak travel times as these shifts are in between normal school and employment hours.

The Developer has reduced the number of required parking spaces from 71 to 65, inclusive of 3 ADA spaces. The parking reductions are as follows:

Highgate community parking	
Total parking required	71
Parking reduction for bike parking	(1)
Parking reduction for motorcycle parking	(2)
Parking reduction for proximity to transit stop	(3)
Total parking provided	65

A projected breakdown of the enterprise is as follows:

Highgate community with projected total apartment and employee counts	
Flagstaff	
Assisted Living sleeping rooms	54
Memory Care sleeping rooms	32
Total Number of apartments	86
% memory care	37.2%
Number of employees	74
% of employees to sleeping rooms	86%

Due to the proximity to the Flagstaff Medical Center, many ancillary medical offices and services are seeking to build on the McMillan Mesa. There are currently two rehabilitation centers located on the McMillan Mesa, mixed in among a charter school and various residential options.

- *Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.*

- *Policy LU.6.1. Consider a variety of housing types and employment options when planning new development and redevelopment projects.*

- *Policy LU.15.1. Encourage the grouping of medical and professional offices, light industrial, research, and skill training with other necessary workforce services and transportation options.*

- *Policy LU.15.2. Consider the compatible integration of residential uses and proposed employment centers to reduce vehicle trips and commute times.*

- *Policy ED.4.2. Promote variety and flexibility in land use and development options within the urban growth boundary.*

- *Policy E.1.5. Promote and encourage the expansion and use of energy-efficient modes of transportation: a. Public transportation b. Bicycles c. Pedestrians.*

Community Character is an important component of development and the Developer has incorporated several of the Regional Plan's policies in its overall design. The streetscape of the development is designed to blend into the landscape by utilizing exterior paints and finishes that match surrounding colors and landscape plantings to soften building corners. The City is known for its preservation of view sheds and use of natural materials and colors. This site will embody those community characteristics.

The site is on a corner that sits above a portion of the FUTS and the Developer has created a connection from the FUTS to the Public Open Space that goes across the south portion of the property. This connection transverses the site through multiple Civic Spaces. The Civic Spaces invite the pedestrian to rest and relax. The views from the Civic Spaces include the City Open Space across the street and the mountain views to the north. Every attempt to enhance the walkable score for this site was used, i.e., connectivity to paths and sidewalk, trees along the road side, outdoor amenities, and human-scale. Retaining wall heights have been reduced to the minimum and are under 5 feet in height so as not to block the view of the skies, nor do the walls crowd the pedestrians. Every attempt to maintain a human-scale by using both step backs, windows, height variations and building turns will prevent the appearance of the building looming in to the skyscape or towering over pedestrians. Much of the parking has been relegated to the north end of the property away from the streetscape, as is customary in development in Flagstaff. Additional parking located on the western side of the property is shielded by landscape and natural terrain features.

Bicycle parking is being provided at the end of the public open space path that meanders from the FUTS through the site. The bicycle parking is close to the building entrance to increase security and make travelling by bicycle convenient for staff. Typically, visitors to the site would not travel via bicycle, but they could, if they chose to. The site is very well integrated with the FUTS and with public roads that have established bicycle lanes. The bicycle parking area will be used

primarily for any staff member or a visitor, however, the residents would not avail themselves of the bicycle parking.

- *Policy OS.1.4. Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.*

The residents of the facility would be considered some of the most vulnerable in society as they have medical/physical impairments that require 24-hour medical care, or they have a memory care to the extent they are unable to take care of themselves without supervision. The Developer has accounted for this issue by providing a secure interior courtyard for the residents that allows them to enjoy the fresh air and sunlight without exposing them to potential hazards. The sidewalks and trails are buffered from the street via a drainage ditch and landscaping. Access to and through the facility is compliant with the American Disabilities Act as would be expected at a medical facility.

- *Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.*
    - *Policy CC.4.3 Employ design solutions that balance the interface of the natural and build environments, with the most urbanized core activity areas being the most built, and the most rural areas being the most natural.*
    - *Policy CC.4.4. Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.*
    - *Policy CC.4.5. Encourage local landscaping using Xeriscape, low impact principles, and native vegetation wherever possible.*

- *Policy LU.15.4. Accommodate safe and convenient walking, biking, and transit facilities in existing and proposed employment centers.*

- *Policy T.6.5 Provide short- and long-term bicycle parking where bicyclists want to travel.*

As outlined above, the Owner meets the goals and policies of the Specific Plan on multiple levels and exceeds standards for several of the City's Goals.

6. Suitability of Site for proposed land use.

Table 3: Land uses in adjacent properties

East of the McMillan Mesa	Primary Use of this property is City Park or City Facilities
North of the McMillan Mesa	Primary Use of this property is for commercial, business development, and research.
West of the McMillan Mesa	Primary Use of this property is Residential or Residential Related Businesses.
South of the McMillan Mesa	Primary Use of this property is Residential or Residential Related Commercial.

7. Public Utilities and Services

As discussed above, the Owner built the infrastructure in 2007. Utilities and services will be provided as follows:

Water:	City of Flagstaff
Sewer:	City of Flagstaff
Electric:	APS
Gas:	Unisource Energy
Cable/Telephone:	CenturyLink
Police:	City of Flagstaff
Fire:	City of Flagstaff
School:	Flagstaff Public School District

The Owner built the connections to the City of Flagstaff's water and sewer services in 2008 during the first phase of development. The water and sewer service connections were built and sized according to the Water and Sewer Impact Analysis (WISA) completed by the City of Flagstaff in July of 2006 (Exhibit H attached hereto). In 2008, the Owner completed the off-site sewer enhancement as was required by the WISA. The Owner has been informed that the off-site water pressure enhancement to Zone A is no longer required.

SEWER: The Owner and Developer believe the re-zoning of Lot 3 of the McMillan Mesa will not have a detrimental effect on the City of Flagstaff sewer system. Sewer discharge from Lot 3 will be in the Jasper Road sewer line. According to the WISA, there is adequate sewage treatment plant capacity in the Wildcat Hill Wastewater Treatment Plant.

WATER: According to the WISA, this re-zoning will not have a negative impact upon the City's water resources.

8. Public Participation

While this proposed Amendment has already been discussed in an open forum with surrounding property owners and interested parties (collectively, the "Neighbors"). The Neighbors were curious about the facility and the care provided. There were no negative comments regarding the site selection or intended use. The City Staff has directed the Developer to hold 2 Planning and Zoning Committee Hearings, one offsite and one at City Hall in March. The City Council is scheduled to hear the case in mid-April.

9. Benefit to the Community

There is a need for additional assisted living apartments and cognitive impairment apartments in the greater Flagstaff area. It is a benefit on multiple levels. The first is that with an ageing population, families look for options close to their home so as not be disconnected from their loved ones, and secondly, the employment opportunities an enterprise such as this provides to a community is invaluable.

In conclusion, the Owner believes the proposed Amendment is an enhancement to the McMillan Mesa and the surrounding residents and residential service providers and asks that this Amendment be approved and recommended to City Council.

EXHIBIT A:

LEGAL DESCRIPTION:

A portion of Lot 3 as shown on the Final Plat of McMillan Mesa Village Tracts 'E' and 'F', Instrument Number 3760563, Official Records of Coconino County, lying within Sections 10, 11, 14 and 15, Township 21 North, Range 7 East, of the Gila Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said Lot 3, said point being in common with the northerly Right-of-Way line of North Gemini Drive as shown on Instrument Number 3760563, Official Records of Coconino County (herein referred to as R1) and the TRUE POINT OF BEGINNING;

Thence along the west line of said Lot 3, North 02°28'04" West, 266.44 feet (Basis of Bearing, R1);

Thence continuing along said west line, North 14°03'56" West, 189.23 feet;

Thence leaving said west line, North 87°33'19" East, 346.58 feet to a point on the westerly Right-of-Way line of North Jasper Drive as shown on R1, and the beginning of a non-tangent curve concave to the east having a radius of 376.00 feet and being subtended by a chord which bears South 06°15'21" East, 319.50 feet;

Thence along said Right-of-Way line, and southerly along said curve, 329.99 feet through a central angle of 50°17'03";

Thence continuing along said Right-of-Way line, South 31°23'52" East, 83.69 feet;

Thence leaving said Right-of-Way line, South 13°35'43" West, 21.21 feet to a point on the northerly Right-of-Way line of North Gemini Drive as shown on R1, and the beginning of a non-tangent curve concave to the north having a radius of 412.50 feet and being subtended by a chord which bears South 75°30'14" West, 242.29 feet;

Thence along said Right-of-Way line, and westerly along said curve, 245.92 feet through a central angle of 34°09'28";

Thence continuing along said Right-of-Way line, North 87°25'02" West, 127.78 feet to the TRUE POINT OF BEGINNING;

Containing 3.337 acres, more or less

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

PREZ/PGM

Date Received	Application for Zoning Map Amendment and/or Minor Regional Plan Amendment	File Number

Property Owner(s)	Title	Phone	Email
MMV Devco LLC		480-747-9408	VMorris@cavanrealestate.Net
Mailing Address			**City, State, Zip**
15300 N 90th St Ste 200			Scottsdale, AZ, 85260
Applicant(s)	**Title**	**Phone**	**Email**
MMV Devco LLC			
Mailing Address			**City, State, Zip**
Project Representative)	**Title**	**Phone**	**Email**
Vickey Morris	PM	480.747.9408	VMorris@CavanRealestate.Net
Mailing Address			**City, State, Zip**
15300 N 90th St Ste 200			Scottsdale AZ 85260

Requested Review ☒ Zoning Map Amendment ☐ Minor Regional Plan Amendment ☐ Continued

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
1831 N Jasper Dr	101-46-012	McMillan Mesa Village
Existing Zoning District	**Proposed Zoning District:**	**Existing Regional Plan Land Use Category**
RD	CCD	
Existing Use		**Proposed Use**
Vacant land		Congregate care facility

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)	Proposed Regional Plan Land Use Category

Property Owner Signature(required)	Date:	Applicant Signature	Date:
MMV Devco Vickey Morris	9/18/18	MMV Devco Vickey Morris	9/18/18

For City Use

Date Filed:	File Number(s):		Type of Zoning Map Amendment:
P & Z Hearing Date:	Publication and Posting Date:		☐ Small scale
Council Hearing Date:	Publication and Posting Date:		☐ Medium scale
Fee Receipt Number:	Amount:	Date:	☐ Large scale
			☐ Multi-phase scale

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

City of Flagstaff — Community Development Division

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Flagstaff, AZ 86001
www.flagstaff.az.gov
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Application for Concept/Site Plan Review

Date Received		File Number

Site Address 1831 North Jasper Dr.	**Project Name** Highgate Senior Living		**Parcel Number** APN 101-46-012
Property Owner(s) MMV - Devco	**Title**	**Phone** (480)627-7000	**Email** vmorris@cavanrealestate.net
Mailing Address 15300 N. 90th St. STE 200			**City, State, Zip** Scottsdale, AZ 85260
Applicant(s) Buron Inc.	**Title**	**Phone** (509)834-0538	**Email** danstrinden@hotmail.com
Mailing Address 1177 West Hastings St. STE 2133			**City, State, Zip** Vancouver B.C. Canada V6E-2K3
Project Representative Dan Strinden	**Title** President	**Phone** (509) 834-0538	**Email** danstrinden@hotmail.com
Mailing Address 14203 Wide Hollow Rd.			**City, State, Zip** Yakima, WA 98908

Requested Review: ☐ Concept ☒ Site Plan ☐ Conceptual/Substantive Review of Planning Applications

Proposed Use(s) Congregate Care Facility	**Existing Use** undeveloped land		**Subdivision, Tract & Lot Number** McMillan Mesa Village, portion of Lot 3
Zoning District RD - proposed change to CCD	**Regional Plan Land Use Category**	**Flood Zone**	**Size of Site (Acres)** 3.34

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Surrounding Uses: (i.e. Res, Com, Ind)	**North:**	**South:**	**East:**	**West:**
	COM	RES	COM	RES

Use:	**Number of Units**	**# of Affordable Units**	**# of acres per use**	**Building Square Feet**
Duplex:				
Multi-Family:				
Commercial: Office				
Commercial: Retail				
Commercial: Restaurant				
Commercial: Service				
Commercial: Other				
Industrial:				
Institutional:				
Other:				

Please complete and submit: the "*Concept Plan and Site Plan Application*", the "*Application and Information Checklist*"; required number of plans and information; and fees. Concept Plan fees are $420. Site Plan fees are $2,550 for projects less than an acre; $1,062 plus $1,553 per acre for sites greater than acre. Application deadlines are every other Tuesday by 11:00 a.m. (See schedule for dates). Incomplete submittals will not be scheduled.

Property Owner Signature MMV Devco **Date:** 9/11/18 **Applicant Signature** **Date:** 9/11/2018

For City Use

File Number		**Fee Receipt #**	**Amount**		**Date**
Staff Assignments	**Planner:**	**Public Works/Utilities**	**Engineer:**	**Fire:**	**Stormwater**
Action:					

City of Flagstaff — Community Development Division

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Application for Concept/Site Plan Review

Date Received			File Number
Site Address 1831 North Jasper Dr.	**Project Name** Highgate Senior Living		**Parcel Number** APN 101-46-012
Property Owner(s) MMV - Devco	**Title**	**Phone** (480)627-7000	**Email** vmorris@cavanrealestate.net
Mailing Address 15300 N. 90th St. STE 200			**City, State, Zip** Scottsdale, AZ 85260
Applicant(s) Buron Inc.	**Title**	**Phone** (509)834-0538	**Email** danstrinden@hotmail.com
Mailing Address 1177 West Hastings St. STE 2133			**City, State, Zip** Vancouver B.C. Canada V6E-2K3
Project Representative Dan Strinden	**Title** President	**Phone** (509) 834-0538	**Email** danstrinden@hotmail.com
Mailing Address 14203 Wide Hollow Rd.			**City, State, Zip** Yakima, WA 98908

Requested Review: ☐ Concept ☒ Site Plan ☐ Conceptual/Substantive Review of Planning Applications

Proposed Use(s)	Existing Use	Subdivision, Tract & Lot Number	
Congregate Care Facility	undeveloped land	McMillan Mesa Village, portion of Lot 3	
Zoning District	**Regional Plan Land Use Category**	**Flood Zone**	**Size of Site (Acres)**
RD - proposed change to CCD			3.34

Property Information:
☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
☒ Yes ☐ No Subject property is undeveloped land?

Surrounding Uses: (i.e. Res, Com, Ind)	North:	South:	East:	West:
	COM	RES	COM	RES

Use:	Number of Units	# of Affordable Units	# of acres per use	Building Square Feet
Duplex:				
Multi-Family:				
Commercial: Office				
Commercial: Retail				
Commercial: Restaurant				
Commercial: Service				
Commercial: Other				
Industrial:				
Institutional:				
Other:				

Please complete and submit: the *"Concept Plan and Site Plan Application"*; the *"Application and Information Checklist"*; required number of plans and information; and fees. **Concept Plan fees are $420. Site Plan fees are $2,550 for projects less than an acre; $1,062 plus $1,553 per acre for sites greater than acre.** Application deadlines are every other Tuesday by 11:00 a.m. (See schedule for dates). **Incomplete submittals will not be scheduled.**

Property Owner Signature	Date:	Applicant Signature	Date: 9/11/2018

For City Use

File Number		Fee Receipt #	Amount		Date
Staff Assignments	Planner:	Public Works/Utilities	Engineer:	Fire:	Stormwater
Action:					

City of Flagstaff
Community Development
Concept Plan Review Comments

Project Name:	Highgate Senior Living	**Date:**	August 8, 2018
Project No.:	PZ-18-00061-01		
Project Address:	1831 N JASPER DR		
Application Type:	Concept Plan		
Review Type:	2nd Submittal		
Project Manager:	Tiffany Antol		
E-mail:	tantol@flagstaffaz.gov		
Phone:	(928) 213-2608		

Status of Review: **Complete**
The following conditions and comments must be addressed in the site plan application submittal. Please reference the attached Site Plan Development Application Checklist for submittal requirements and application fee.

CONDITIONS/COMMENTS:
Please provide 9 copies of the response to these comments with the Site Plan application.

Building & Safety
Patrick St. Clair
Approved with Conditions, 6/26/18
Conditions of Site Plan Submittal:

1. Proposed Building occupancy by type - indicate each area square footage and verify any special requirements indicated per occupancy type from IBC chapter 4.
2. Please note any fire separation requirements between occupancies dictated by IRC table 504.8 and 509.
3. Please indicate if the project is intended to be provided with a sprinkler system or not.
4. Please note the intended construction type per IBC tables 601 and 602.
5. The building(s) shall meet the allowable square footages per table 503 and IBC Section 506 for building area modifications. Note any modifications taken for additional allowable square footage or story increase.
6. Provide calculations showing compliance to IRC section 1107 for dwelling and sleeping unit types within the proposed project.
7. Please show the intended location for all utility connections on the site plan.
8. Provide floor plans of each floor showing door and window openings, stairs, finished floor elevations, room names, and per 508.4.4.1 indicate fire barriers or horizontal assemblies that may be required. Show the intended Finished Floor elevation per floor.

General Comments:

1. A building permit is required for this application. The services of an Arizona Registered Design Professional is required.
2. This project will be reviewed under the 2012 International Codes, 2011 NEC, the City of Flagstaff 2013 Building Code Amendments, and the 2009 IECC. Please note that the City of Flagstaff has plans to adopt the 2018 I-code suite in October of 2018 with a (3) month grace period. Please visit the COF website for more information.

3. Retaining walls for parking lots and/or other site work, along with the supporting engineering calculations, require a separate building permit.
4. A passenger loading zone will be required for this project per IRC section 1106.7.2. Please show the loading zone at site plan submittal.
5. The site plan indicates a property line that is not a part of the parcel. Is this a proposed lot split?
6. The project narrative indicates that rezoning is required for the proposed project. Approved rezoning shall be required prior to issuance of an approved building permit.
7. Commercial kitchen facilities require approval by the Coconino Health Department. Submittal to the health department and for building permit can run concurrently. However, approval from the county must be obtained prior to the issuance of a Certificate of Occupancy from the City of Flagstaff Building and Safety department.
8. The civil/grading plans will need to be submitted separately. Do not include in plans submitted for a building permit.
9. A geotechnical soils report with foundation recommendations is required when the project is commercial or more than two residential units. One copy addressing the architectural and building features applicable to the building permit scope must be submitted with the drawings for building permit review.
10. Verify with the project DEPM the minimum requirements for civil drawing review and/or site grading milestone completion prior to the issuance of an approved building permit.
11. The ground immediately adjacent to the foundation shall be sloped away from the building not less than 1 unit vertical in 20 units horizontal for a distance of 10 feet. If lot lines prohibit 10 feet of horizontal distance, a 5% slope shall be provided to an approved alternate method of diverting water away from the foundation. Swales for this purpose shall be sloped a minimum of 2% where located within 10 feet of the building foundation.
12. Building exterior wall fire resistance ratings shall conform to the requirements of IRC tables 601, 602, and section 705.5.
13. Refer to IBC table 705.8 for allowable exterior wall openings based on fire separation distance and opening protection.
14. Accessible routes shall comply with IBC section 1104.4 for multi-level facilities.
15. Gates that serve as part of the means of egress shall comply with IRC section 1008.2.
16. Stairways and ramps shall comply with sections 1009 and 1010. Associated rails shall comply with sections 1012 and 1013.
17. Please verify that all structures overhanging or impeding the drive aisles provide proper vertical and horizontal clearances required by utility, trash and fire vehicles.
18. The Building & Safety Program reserves the right to make additional comments during actual plan submittal and review of building permit applications.

Public Works
Adam Miele
Approved with Conditions, 6/26/18
Conditions of Site Plan Submittal:

1. Please provide a "Materials Management Plan" to better illustrate the proposed solid waste plans and procedures. Additionally, the largest roll out containers that will be services is 2 cubic yards. If there is a cafeteria planned, your waste will be larger than a traditional complex.
2. Please ensure there is adequate and unrestricted turning areas for the trash / recycle equipment. There appears to be some turning conflicts with the plan presented.
3. Please note, all proposed ingress and egress (including parking) at this site will be considered "private" and will NOT receive snow plowing or other operations.

City of Flagstaff
Community Development
Concept Plan Review Comments

Stormwater
Douglas Slover
Approved with Conditions, 6/21/18
Conditions of Site Plan Submittal:

1. Existing Drainage patterns show discharge along the west side as well as along the existing perimeter ditch on the south side. Justification of previously designed ditch capacity (i.e. peak flow allowed to discharge to the ditch from this site) vs peak flow routed to the ditch post development for this site will need to be addressed within PDR submitted with site plan.2. Will there be proposed site discharges to the west along the west side of the site?3. Add labels on the northeast corner of the site for the proposed culvert and existing flows.4. Drainage/Stormwater section within narrative should be revised. The requirement for Detention/LID for over 5,000 square feet of impervious is not correct. The requirement is for any commercial development or development greater than 1/4 acre in size. A waiver may be granted for sites with under 5000 square feet of new impervious.5. Label Drainage Easement on east ditch. Compare easements to those shown on ALTA.6. Provide existing onsite impervious calculation/value or state there is no existing onsite impervious area.7. As this site appears to be intending to rezone, justification of a decrease in intensity from current zoning will be needed to remove the requirements of the DIA.8. Provide preliminary drainage letter or preliminary drainage report with site plan. Include justification of conformance to maximum allowable curve number for this site based on design of the regional detention system.

Water Services
Jim Davis
Approved with Conditions, 6/18/18

1. New water and sewer services must be stubbed to the new parcel being created by the lot split.

General Comments:

1. Developer shall install a Grease Interceptor outside the building with flow controls and sampling ports on the inlet and outlet of the interceptor. Please contact James Boyer at jboyer@flagstaffaz.gov or (928) 213-2117. Per City Code SECTION 7-02-001-0016, A City approved grease interceptor is required for any restaurant or other business that performs cooking. Grease interceptor sizing is to be as provided in the International Plumbing CODE, Sec 1003.3 with the minimum size for such interceptors required for restaurants to be one hundred (100) pounds.
2. Developer shall install a Lint Interceptor outside the building with flow controls and sampling ports on the inlet and outlet of the interceptor. Please contact James Boyer at jboyer@flagstaffaz.gov or (928) 213-2117 for sizing and location information. Per City Code SECTION 7-02-001-0016, A City approved lint interceptor is required for any business with six (6) or more residential size washing machines or any amount of industrial size washing machines.
3. Developer shall install a stainless steel "RP" style backflow prevention assembly upstream of their post mix carbonator.
4. Per City Code SECTION 7-03-001-0015 Cross Connection Control, the developer shall install a City Approved Containment Back Flow Prevention Assembly with a wye-strainer upstream of the assembly and at least one union within 12 inches of the assembly on the domestic and potable irrigation service connections. Proposed installation shall be at the water meter, in a hot box with electricity for freeze protection. Location shall be reviewed and approved by the Industrial Waste Division. Please contact James Boyer at jboyer@flagstaffaz.gov or (928) 213-2117 to determine the type of Back Flow Assembly to be installed.

5. Per City Code SECTION 7-03-001-0015 Cross Connection Control, the developer shall install a City Approved Double Check Back Flow Prevention Assembly on the fire service riser connection inside the fire riser room. If the fire sprinkler system contain any chemicals (ethylene glycol), an approved Reduced Pressure Zone Back Flow Assembly with a floor drain capable of a full port discharge will be required. Location shall be reviewed and approved by the Industrial Waste Division. Please contact James Boyer at jboyer@flagstaffaz.gov or (928) 213-2117 to determine the type of Back Flow Assembly to be installed.
6. Per City Code SECTION 7-03-001-0011, water meters and service lines shall be sized per AWWA Manual M22 to meet the domestic and/ or fire sprinkler pressure and flow demands. Sizing will be submitted to the City Utilities Department by the developer or owner for City review. Caution: this information is needed early in the design process so that corrections are not made after the service lines are installed. Water meter, service tap sizes, and service line length & size shall be shown on the civil and/or construction plans. Private fire lines to not require a fire service meter and meter vault.
7. Developer should utilize existing water and sewer services and main line stub outs to minimize street cuts. If existing stub-outs are not used, the developer/contractor is required to properly abandon per the 2012 City of Flagstaff Engineering Standards.
8. Per Section 13-09-001-0008 of the City of Flagstaff Engineering Standards Developer shall maintain any existing public utility easements. No buildings or their footings, sport courts, fences, shade structures, or permanent structures of any kind shall be constructed upon, over or under a water, sewer or drainage easement. No landscaping shall be placed within the easement which would render the easement inaccessible by equipment. No obstructions such as fences, phone pedestals, trees, street signs, landscaping logs, rocks, etc. will be allowed within 3 feet of a fire hydrant and/ or water meters. Three foot distance in all directions shall be maintained based on the full maturity of plants and trees. When a water or sewer main is adjacent to a building, the main shall be offset a minimum of ten (10) feet from the building.
9. Developer shall locate water meter in a landscaped area. Meters are not allowed in sidewalks or driveways.

Housing
Jennifer Mikelson
Complete, 6/25/18
Please contact Jennifer Mikelson to discuss how Highgate will contribute to housing affordability for Flagstaff seniors. jmikelson@flagstaffaz.gov or (928) 213-2744

Current Planning
Tiffany Antol, Interim Planning Director
Complete, 8/8/18
Conditions of Site Plan Submittal:

A. ZONING/PERMITTED USE1. The subject property is currently zoned Research and Development (RD) with a Regional Plan (FRP) designation of Existing Suburban/Future Urban. This proposal is to allow a Â?congregate care facilityÂ? at this location will require both a Zoning Map Amendment and Specific Plan Anendment (McMillan Mesa Village Specific Plan) prior to approval. The applicant is proposin to rezone the property to Community Commercial (CC) which allows congregate care facilities by right. A Regional Plan Amendment is not required for this site so long as it is deemed an Â?employment useÂ?.B. PARKING AND CIRCULATION1. Consider revising the layout of the northern parking field. This area is inefficient and should provide better maneuverability through the site.C. PROCESS1. Site Plan - approval will be contingent upon the approval of a Zoning Map and Specific Plan Amendment.

Submittal Date_____ Project #_____

CITY OF FLAGSTAFF	HIGHGATE HOUSING FLAGSTAFF	**Site Plan** Development Application Checklist

Minimal Submittal Requirements:

As part of the Concept Plan Review Comments, the Planning Development Manager assigned to your project will identify those items from this Development Application Checklist that will be required for site plan submittal. An application that does not include all required items will be rejected. By signing the application, the Applicant acknowledges that all required documents/information are included within the submittal.

If you have any questions regarding the information above or items indicated on this checklist, please contact your Planning Development Manager at the contact information listed on Page 5 of this checklist.

PART I – GENERAL REQUIREMENTS

Staff Use Only Req'd	Staff Use Only Sub'd	Description of Documents Required for Complete Application. No application shall be accepted without all items marked below
☒	☐	**I.1 Site Plan Development Application Checklist** (this list)
☒	☐	**I.2 Application Fee** Base fee $ 1062.00 + (Per acre fee $ 1,553.00 x Number of acres 3.34) = *TOTAL: $ 6249.02 *Please note, this fee calculation is good for 6 months from the date listed on Page 5 of this checklist. If submittal is to occur after expiration of this calculation, please contact the Planning Development Manager listed on Page 5 of this checklist for an updated fee.
☒	☐	**I.3 Completed Application for Site Plan Review – 1 copy** The application must be signed by the Applicant and the current property owner of record. If the property owner is unavailable to sign the application, a Letter of Authorization must be submitted.
☒	☐	**I.4 Concept Plan Review Comment Response Letter – 9 copies** Written responses to concept plan comments or site plan revision comments.
☒	☐	**I.5 Project Narrative – 9 copies** The narrative should include the following • Project title and date • Describe project/development request • Legal description of the parcel • Site acreage (gross and net) • Approximate building square footage, lot coverage, and FAR (non-residential projects) • Number of dwelling units, types (e.g. single-family, duplex, condo, townhome, apartment, etc.) • Dwelling units per acre • A list of material management strategies to be employed on site (see http://flagstaff.az.gov/DocumentCenter/View/57570) • Construction logistics plan (e.g. materials, parking, deliveries, impact to public right-of-way, etc.) • Any additional information or details pertinent to the case
☒	☐	**I.6 – Electronic Submittal – 1 copy** An electronic copy of all submitted information (.pdf or .tif format)
☐	☐	**I.7 Board of Adjustment Variance or Waivers from Community Development Staff**

PART II – REQUIRED PLANS & RELATED DATA

Staff Use Only Req'd	Staff Use Only Sub'd	Description of Documents Required for Complete Application. No application shall be accepted without all items marked below. All plans shall be plotted on 24" x 36" sheets, collated, stapled and folded (all items with 9 copies should be bound together as one plan set)

☒ ☐ **II.2 Site Plan – 9 copies**

Plan must be drawn to a standard engineering scale (e.g. 1:10, 1:20, but no larger than 1:60). The site plan shall include the following information:

Project Information

- Development Name
- Site Address
- Assessor's Parcel Number (APN)
- Parcel size (acreage, net and gross)
- Zone District
- Developer's name, address, and phonenumber
- Preparer's name, address, and phonenumber
- Residential: Proposed dwelling units per acres/permitted dwelling units per acre by zone district
- Commercial Proposed Floor Area Ratio (FAR)/permitted Floor Area Ratio (FAR) by zone district
- Building(s) Information:
  - Gross floor area
  - Number of floors
  - Proposed maximum height/permitted maximum height by zonedistrict
  - Number of units and proposed commercial suite numbers and/or residential apartment numbers
  - Building square footage (if multiple structures, list uses, proposed building numbers and associated square footage)
  - Proposed number of off-street parking spaces/required number of off-street parking spaces
  - Proposed number of off-street ADA compliant parking spaces/required number of off-street ADA spaces
  - Proposed and required number of bicycle parkingspaces
- Vicinity Map
  - North arrow
  - Scale
  - Project Area indicated

Subject Site (An * indicates to graphically illustrate those elements on the subject site and 200-feet beyond the subject parcel's boundary)

- Scale, north arrow, date prepared, andlegend
- *Parcel boundaries and dimensions
- *Contour lines at two-foot intervals (existing and proposed grades)
- *Zone districts
- *Building footprints
- *Street improvements (e.g. curb, gutter, lane striping, sidewalks, fire hydrants, street lights, etc.)
- *Dedicated rights-of-way and streetnames
- *Points of access and driveways
- Clear view zones for points of access anddriveways
- Parking lots including circulation patterns and dimensions
- Bike racks/bike parking including manufacturer's specification sheets for bike racks/bike parking
- *Utilities, public and private, existing and proposed including size and type of mains and services
- *Pedestrian facilities
- Open space and parks
- Solid waste dumpster enclosures including height, building material, and dumpster access turning movements per ASHTO SU-30 (see material management strategies http://flagstaff.az.gov/DocumentCenter/View/57570)
- Easements, public and private, existing and proposed including description and dimensions
- *Walls, fences, and retaining walls including height and building material
- Minimum required setbacks indicated from subject site's boundaries (per zone district)
- Existing and proposed structure's measured setbacks from property line to closest points of building(s) for front, sides, and rear elevations
- Natural features including forest, mature trees (greater than 8" diameter at breast height (DBH)), slopes, and drainage courses
- FEMA 100-year floodplain, floodplain limits, floodway limits (if applicable) and rock outcroppings (see Section II.9 below)
- Total existing and total proposed impervious surface area calculations (greater than 5,000 square feet shall require detention and LID)
- Total Runoff Control Volume (ROCV) required (the volume of water from all new impervious surfaces from a 1" rain)
- Location of existing (if any) and proposed stormwater detention facilities
- Location of existing (if any) and proposed Low Impact Development (LID) engineered Integrated Management Practices (IMPs)
- Approximate area and volume of each IMPs (total volume of all IMPs should equal or exceed the ROCV)
- Estimated finished floor elevations for allbuildings
- Limits of the area disturbed duringconstruction
- Phase lines (if the project will be developed inphases)

☒	☐	**II.3 Building Floor Plans – 9 copies** Floor plans must be drawn to a standard architectural scale (1/4"=1' is preferred). The following information must be included/identified on the floor plans: • Interior room divisions • Proposed commercial suite numbers and/or residential apartment numbers • General function or use of each room • Interior wall height • Door and window openings • Plumbing fixtures • Dimensions for each room, including total area • Identify internal solid waste collection areas and systems for units and workspaces
☒	☐	**II.4 Building Elevations – 9 copies** Elevations must be drawn for all sides of the building to a standard architectural scale (1/4"=1' is preferred). The following information must be included on the elevation drawings: • Elevations for all sides of all structures as they will appear upon completion, including finished grade • Building materials and finishes for all exterior surfaces, including roofs • Color of all exterior surfaces, including roofs • Building height (graphic and written) • Specification sheets depicting finish and color for all exterior building materials and surfaces, including roofs • At least 2 color copies of the proposed elevations shall be submitted
☒	☐	**II.5 Landscape Plan – 9 copies** Landscape plans shall be drawn to the same engineering scale as the site plan. For simple site plans, the Planning Development Manager may waive the requirement for a separate landscape plan and allow for the inclusion of the landscape requirements on the site plan. All landscape plans must include or show the following information, in accordance with Section 10-50.60.030 of the Zoning Code: • The location, size, and species of all proposed plantings, scaled to represent the size of the landscaping at maturity • Existing trees that are being used to offset landscape requirements • Groundcover for all landscaped or disturbed area • Landscaping calculations per the Zoning Code • Irrigations systems including lines and Hydrozones (when required) • Hose bibs (when used in lieu of an automatic irrigation system) • Plant species, quantity, and size table
☒	☐	**II.6 Natural Resource Survey and Protection Plan – 1 copy** A natural resource survey and protection plan must show all natural resources on the site before and after development (refer to Section 10-50.90.080 of the Zoning Code for applicability). When not required, a written statement stating such must be included in the project narrative, on the site plan, and on the landscape plan. The following items must be included on the natural resource survey and protection plan: • Forest canopy • Moderate slopes (17 to 24.99 percent) • Steep slopes (25 to 34.99 percent) • Slopes equal to or greater than 35 percent • Floodplain (rural and urban) • Calculations demonstrating that the minimum resource protections standards are met • Other site features
☒	☐	**II.7 Exterior Lighting Plan – 1 copy** For simple site plans, the Planning Development Manager may waive the requirement for a separate exterior lighting plan and allow for the inclusion of the exterior lighting requirements on the site plan. All exterior lighting plans must include or show the following information: • The location of all existing and proposed exterior light fixtures • The type (incandescent, low pressure sodium, light emitting diode, etc.) and wattage of all existing and proposed lamps • Specification cut sheets for all fixtures • A lumen calculation sheet, which is included on the Outdoor Lighting Permit
☒	☐	**II.8 Preliminary Signage Plan – 1 copy** For simple site plans, the Planning Development Manager may waive the requirement for a separate preliminary signage plan and allow for the inclusion of the signage requirements on the site plan. All preliminary signage plans must include or show the following information: • The location of all existing and proposed signage • Drawings showing the size, copy, materials, illumination, and general design/layout of all proposed signage

☒	☐	**II.9 Grading and Drainage Plan** – 4 copies Grading and drainage plans must include all information specified by staff as well as the following: • Contour lines at two-foot intervals for both existing and proposed grades • Estimated limits of cut and fill (site only) • Identify offsite flows, drainage pathways, and discharge point locations (arrows) • FEMA 100-year floodplain elevations, floodplain limits, and floodway limits (if applicable) • Calculations for impervious surface (greater than 5,000 square feet shall require detention and LID) • Location(s) of LID Integrated Management Practices (IMPs) and their associated area and capacities with a total volume equal to or exceeding the required volume for the entire site • Existing and proposed detention facilities • Existing and proposed stormwater conveyance features (i.e. culvert, drainage ditches, swales, etc.) • Location and size of on-site low impact features

PART III – REQUIRED REPORTS, STUDIES, ANALYSIS, & RELATED DATA

Staff Use Only		
Req'd	Sub'd	**Description of Documents Required for Complete Application.** No application shall be accepted without all items marked below
☐	☐	**III.1 Cultural Resource Study** – 4 copies All cultural resource studies must include the following information: • Introductory information (identification of the development, property owners, clients, study preparers, contents, and index) • A description of the study area and context and a description of the study boundaries and how these were determined • A description of existing conditions • A description of proposed work • A summary of research results; review of literature and records (AZSITE, ASLD, Government Land Office Maps, and Sanborn Maps, land use records and so forth) • A detailed description of the site history • A complete description and evaluation of the significance and integrity of actual and potential cultural resources • An evaluation of potential impacts of proposed work on actual or potential cultural resources including any indirect or residual impacts • Specific recommendations for mitigation of major impacts on actual or potential cultural resources • When appropriate, specific recommendations for additional research and documentation
☒	☐	**III.2 Preliminary Drainage Report** – 4 copies Please contact stormwater staff for submittal requirement
☐	☐	**III.3 Drainage Impact Analysis** – 4 copies Please contact stormwater staff for submittal requirements
☐	☐	**III.4 Water and Sewer Impact Analysis** – 4 copies Please contact utilities staff for submittal requirements and fees
☐	☐	**III.5 Traffic Impact Analysis** – 4 copies Please contact traffic staff for submittal requirements and fees
☐	☐	**I.5 Title Report – No older than 30 days from the submittal date** – 4 copies include complete Schedule A and Schedule B
☐	☐	**I.6 Phase I Environmental Study (only if dedications will be made)**- 4 copies

PART IV – OTHER SUBMITTAL RQUIREMENTS

Staff Use Only		
Req'd	Sub'd	**Description of Documents Required for Complete Application.** No application shall be accepted without all items marked below
☐	☐	**IV.1 Other Requirements** Please provide the following:

PART V – PLANNING DEVELOPMENT MANAGER

No application shall be accepted without a Planning Development Manager signature below.

V.1 Planning Development Manager Contact Information

If you have any questions regarding this application checklist, please contact your Planning Development Manager (PDM). If you did not receive a completed copy of this Development Application Checklist as part of your Concept Plan Review Comments, please contact the PDM assigned to your Concept Plan application.

PDM Name (print): TIFFANY ANTOL **Phone:** 928-213-2608

PDM E-mail: tantol@flagstaffaz.gov **Date:** 8-9-18

PDM Signature: Tiffany Antol

City of Flagstaff
Community Development
Substantive Review Comments

Project Name: Highgate Senior Living **Date:** 2/7/19
Project No.: PZ-18-00061-03
Project Address: 1831 North Jasper Drive

Application Type: Zoning Map Amendment w/ Specific Plan Amendment
Review Type: Substantive 1st Submittal

Project Manager: Patrick St. Clair
E-mail: pstclair@flagstaffaz.gov
Phone: 928.213.2612

Status of Review: Corrections Required ✓ corrections accepted.
The following conditions and comments must be addressed in the Zoning Map Amendment application submittal.

CONDITIONS OF RESUBMITTAL:

Substantive Current Planning: Patrick St. Clair – ***Return for Corrections*** – 2/7/19

Conditions of Zoning Map Amendment resubmittal:

Comments applicable to Zoning Map Amendment:

1. Add to the Narrative Table of Contents "The Purpose for the Proposal" or "The Need to Amend" sections. Revise the table to reflect all sections of the narrative and correct the page numbering as necessary.
2. The Development Agreement requires amending. City Staff will address the DA amendment as a separate issue (processed concurrently or not with the Zoning Map Amendment) at no additional cost to the applicant for ease of processing the information required for the DA amendment. The applicant will need to submit an auxiliary application for the DA amendment.

Comments applicable to the McMillan Mesa Specific Plan Amendment:

3. Per Comprehensive Planning comment #3 and other changes required per Current Planning comments related to the Specific Plan, two public hearings with the Planning and Zoning Commission will be required in addition to City Council hearing. Please account for this in your expected timeline. (1) hearing must occur off-site.
4. Revised parcel exhibits are required for the Specific Plan areas. Please see attached the revised parcel exhibits and information to substitute into the resubmittal. The revised exhibits reference the COF Zoning code instead of the void LDC (Land Development Code)
5. The content of the Zoning Map Amendment document package can be culled to provide a smaller, yet thorough submittal package for public hearings. Staff will follow-up with suggestions to the applicant on contents that may not be necessary for the submittal package.

City of Flagstaff
Community Development
Substantive Review Comments

Substantive Comprehensive Planning: Sara Dechter - ***Return for Corrections*** – 1-29-19

Conditions of Zoning Map Amendment resubmittal:

Reference page 5 of the narrative:

1. Pages 4 and 5 of the narrative refer to an "employment overlay". Applicable language referencing "Employment Centers" from the Regional Plan 2030 should be used instead. See comment #2.
2. The following language should be included in the narrative to clarify the nature of the intended growth expected on the project target parcel:
    a. "The Flagstaff Regional Plan 2030 currently shows an existing Suburban/Future employment area for the south half of lot F3. The proposed Zoning Map Amendment would change the target parcel zoning from Research and Development (RD) to Community Commercial (CC) in a manner that complies with characteristics of a master planned business park, as described on pages IX.58-59 of the Flagstaff Regional Plan 2030." More detail can be provided if you wish further clarification, and/or the information can be included in the write up to the DPM's staff report.
3. The current McMillan Mesa Specific Plan designation for the subject parcel is Business Park. The current COF zoning for the parcel is Research and Development (RD). The Specific plan designation of Business Park most closely matches the COF zoning category of RD and therefore the Specific Plan will require an amendment in order to approve the Zoning Map Amendment application for the parcel. Clarifyed in the narrative.
4. The McMillan Mesa Specific Plan uses the term "activity center" in multiple places throughout the document. However, the Flagstaff Regional Plan 2030 does not indicate an activity center at this location. In the past, we determined that the voter ratified Regional Plan considered, but did not carry forward, this activity center designation. Therefore, all reference to "activity center" is moot in the Specific Plan. Staff can provide assistance with wording to clarify.

Reference page 6 of the narrative:

5. Please revise "The Need to Amend" text as the project does not "contemplate a commercial corridor". The Specific Plan clarifies the goals of establishing an integrated suburban neighborhood with a business park including medical and research facilities, including supporting commercial uses.
6. The rezoning for the subject parcel will focus on evaluating the proposed Zoning Map Amendment against the Employment Area Goals and Policies found in Flagstaff Regional Plan 2030 goals LU.15. In explaining how the amendment will conform to the Specific Plan goals, remove the language associated with suburban neighborhoods as you have already described it as part of the context of "The Purpose for the Proposal" section.

Reference page 7 of the narrative:

7. To bolster the argument for achieving the intentions of Policy OS1.5, clarify in the narrative that the project provides an internal courtyard for residents, staff and visitors to access fresh air and natural light.

Reference page 8 of the narrative:

8. It seems ambitious to claim that 25% of staff for a 24-hour care facility will be using alternative transportation modes, since bus and bike use may be limited for those in the latter (2) shifts of the day. If the employer is planning to use any features of the site to induce the use of alternative transportation such as secured bike parking, showers for staff or monetary incentives that would be a good "above and beyond" to

highlight. However, if the facility is only using standard parking reductions the recommendation would be to clarify the reductions taken and not include speculation that cannot definitively be supported.

9. The highlight information that should be emphasized from this page is that the proposed project provides a high employee to resident ratio than would be typical in a Community Commercial use because of the memory care element of the facility.
10. More information or elaboration should be given to clarify how the project addresses Goal CC.4. The goal has nine policies and some verbiage should be present to clarify how the project touches on these multiple policies concerning streetscapes, utilities, architectural aesthetics, landscape methods and human-scale and pedestrian needs.

Missing Information:

11. The narrative does not seem to address Policy T.2.3; which revolves around providing safety programs and infrastructure to protect the most vulnerable travelers. The elderly, mobility impaired persons and bicyclists are referenced in the policy.
12. Policy T.6.5 addresses the need for both short and long-term bicycle parking availability for bicyclists who which to travel. Though there are (4) existing on site bicycle parking spaces, does the project intend to provide additional covered or secured bicycle parking spaces for the residents, staff or visitors?

Substantive Engineering: Engineering, Jeremy DeGeyter Return for Corrections 11/13/2018

1. Site Plan is not yet approved. An approved Site Plan is required for zoning approval.

Substantive Fire Prevention: Fire Prevention, Kent Snide Approved 11/08/2018

No Comments

Substantive Public Works: Public Works, Adam Miele Approved 11/14/2018

No Comments

Substantive Stormwater: Stormwater, Douglas Slover Approved 11/15/2018

No Comments

Substantive Traffic: Traffic, Reid Miller Approved 10/29/2018

No Comments

Substantive Water Services: Water Services, Jim Davis Approved 10/30/2018

No Comments

Substantive Housing: Housing, Jennifer Mikelson Approved 11/08/2018

No Comments

Substantive HPC/Comm Design: Heritage Preservation, Alaxandra Pucciarelli Approved 11/30/2018

No Comments

Substantive Building & Safety: Building Safety, Patrick St. Clair Approved 11/09/2018

No Comments

City of Flagstaff
Community Development
Administrative Completeness Review Comments

Project Name: Highgate Senior Living
Project No.: PZ-18-00061-03
Project Address: 1831 North Jasper Drive

Date: October 26, 2018

Application Type: Zoning Map Amendment
Review Type: Administrative Completeness 2nd Submittal

Project Manager: Alaxandra Pucciarelli
E-mail: apucciarelli@flagstaffaz.gov
Phone: (928) 213-2640

Status of Review: Complete
In accordance with ARS 9-835(D) and (E), the application has been deemed "Administratively Complete." The application will now be submitted for "Substantive Review." The established Substantive Review Timeframe for this application is 52-days, which will begin once the application is deemed "Administratively Complete." This correspondence is being transmitted on Day 18 of the 26-day Administrative Completeness Review Timeframe.

CONDITIONS OF RESUBMITTAL/COMMENTS:

Completeness Current Planning: Alaxandra Pucciarelli Complete 10/26/2018
No comments

Completeness Building Safety: Patrick St. Clair Complete 09/27/2018
No Comments

Completeness Engineering: Jeremy DeGeyter Complete 09/27/2018
No Comments

Completeness Fire Prevention: Kent Snide Complete 09/27/2018
No Comments

Completness Public Works: Adam Miele Complete 10/02/2018
No Comments

Completeness Stormwater: Douglas Slover Complete 09/27/2018
No Comments

Completeness Traffic: Reid Miller Complete 09/27/2018
No Comments

Completeness Water Services: Jim Davis Complete 09/25/2018
No Comments

Completeness Housing: Jennifer Mikelson Complete 09/18/2018
No Comments

City of Flagstaff
Community Development
Administrative Completeness Review Comments

Project Name: Highgate Senior Living
Project No.: PZ-18-00061-03
Project Address: 1831 North Jasper Drive

Date: October 26, 2018

Application Type: Zoning Map Amendment
Review Type: Administrative Completeness 2nd Submittal

Project Manager: Alaxandra Pucciarelli
E-mail: apucciarelli@flagstaffaz.gov
Phone: (928) 213-2640

Status of Review: Complete
In accordance with ARS 9-835(D) and (E), the application has been deemed "Administratively Complete." The application will now be submitted for "Substantive Review." The established Substantive Review Timeframe for this application is 52-days, which will begin once the application is deemed "Administratively Complete." This correspondence is being transmitted on Day 18 of the 26-day Administrative Completeness Review Timeframe.

CONDITIONS OF RESUBMITTAL/COMMENTS:

Completeness Current Planning: Alaxandra Pucciarelli Complete 10/26/2018
No comments

Completeness Building Safety: Patrick St. Clair Complete 09/27/2018
No Comments

Completeness Engineering: Jeremy DeGeyter Complete 09/27/2018
No Comments

Completeness Fire Prevention: Kent Snide Complete 09/27/2018
No Comments

Completness Public Works: Adam Miele Complete 10/02/2018
No Comments

Completeness Stormwater: Douglas Slover Complete 09/27/2018
No Comments

Completeness Traffic: Reid Miller Complete 09/27/2018
No Comments

Completeness Water Services: Jim Davis Complete 09/25/2018
No Comments

Completeness Housing: Jennifer Mikelson Complete 09/18/2018
No Comments

City of Flagstaff
Community Development
Administrative Completeness Review Comments

Project Name: Highgate Senior Living
Project No.: PZ-18-00061-03
Project Address: 1831 North Jasper Drive

Date: October 02, 2018

Application Type: Zoning Map Amendment
Review Type: Administrative Completeness 1st Submittal

Project Manager: Alaxandra Pucciarelli
E-mail: apucciarelli@flagstaffaz.gov
Phone: (928) 213-2640

Status of Review: Incomplete
In accordance with ARS 9-835(D), the application has been deemed "Administratively Incomplete." All of the following comments must be addressed in a resubmittal. This correspondence is being transmitted on Day 11 of the 26-day Administrative Completeness Review Timeframe. Upon resubmittal, 15-days will remain.

CONDITIONS OF RESUBMITTAL/COMMENTS:

Completeness Current Planning: Alaxandra Pucciarelli **Incomplete** 10/02/2018
Items Required to be Deemed Complete:
1. Provide property owner list within 1,000 feet.
2. Provide map showing 1,000 foot buffer around the proposed site.

Completeness Building Safety: Patrick St. Clair Complete 09/27/2018
No Comments

Completeness Engineering: Jeremy DeGeyter Complete 09/27/2018
No Comments

Completeness Fire Prevention: Kent Snide Complete 09/27/2018
No Comments

Completness Public Works: Adam Miele Complete 10/02/2018
No Comments

Completeness Stormwater: Douglas Slover Complete 09/27/2018
No Comments

Completeness Traffic: Reid Miller Complete 09/27/2018
No Comments

Completeness Water Services: Jim Davis Complete 09/25/2018

City of Flagstaff
Community Development
Administrative Completeness Review Comments

No Comments

Completeness Housing: Jennifer Mikelson Complete 09/18/2018
No Comments

Return Address:
Shephard-Wesnitzer, Inc.
110 W. Dale Ave.
Flagstaff, AZ 86001

PZ-18-00185

Official Records of Coconino County 3828885
Patty Hansen - Recorder 10/31/2018 08:43 AM Pgs: 7
SHEPHARD-WESNITZER INC CSR $12.00

Coconino County Combination / Split Request Form

Return completed form to the Assessor or record form for your protection. If part of a County Land Division Permit, recording is required. This request will NOT be processed if you fail to provide legal descriptions, fail to obtain all approvals or if properties to be combined are not exact identical ownership.

As the owner of record you are hereby authorized to:

SPLIT [x] **COMBINE** [x]

(All properties involved *must be of identical ownership*, according to the tax records. This form does not convey title.)

Check appropriate usage.

Parcel Number(s)	Residential	Vacant	Agricultural	Commercial	Rental
101-46-012 &		x			
101-46-013		x			

If improvements exist, on which newly created parcels will they be located?(please provide drawing of improvement location) No existing improvements.

LEGAL DESCRIPTION(s) for newly created parcels: May provide attachments.

See Attached.

APPROVALS:

Planning & Zoning City or County — Date 9-20-2018

Treasurer's Office — Date 10-31-18

To process this form both P&Z/Community Development and the Treasurer must have signed.

ALL taxes must be paid in full prior to approval

Owner's Signature — Date 9/14/2018

Gary M. Burton, Mgr MMV Devco LLC by The Cavan Opportunity Fund, Its Manager. — 480-627-7000

Print Name/Title (i.e., owner, president, CEO, etc.) — Daytime Phone Number

15300 N 90th St. Ste 200 — Scottsdale — AZ — 85260

Address for tax bill — City — State — Zip

1831/2011 N. Jasper Dr., Flagstaff, AZ 86001

Situs Address of Property (if available)

Coconino County Assessor, 110 E Cherry Ave., Flagstaff, AZ 86001 (928) 679-7962

C:\Documents and Settings\lconnally\Local Settings\Temporary Internet Files\OLK332\Split-Combination form (2).doc
Revised: 5/7/09

LEGAL DESCRIPTION
APN: 101-46-012 & 101-46-013
Exhibit 'A'
#18033
8/14/2018

A portion Lots 3 and 4 as shown on the Final Plat of McMillan Mesa Village Tracts 'E' and 'F', Instrument Number 3760563, Official Records of Coconino County, lying within Sections 10, 11, 14 and 15, Township 21 North, Range 7 East, of the Gila Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at the southwest corner of said Lot 3, said point being in common with the northerly Right-of-Way line of North Gemini Drive as shown on Instrument Number 3760563, Official Records of Coconino County (herein referred to as R1) and the **TRUE POINT OF BEGINNING;**

Thence along the west line of said Lot 3, North 02°28'04" West, 266.44 feet (Basis of Bearing, R1);

Thence continuing along said west line, North 14°03'56" West, 189.23 feet;

Thence leaving said west line, North 87°33'19" East, 346.58 feet to a point on the westerly Right-of-Way line of North Jasper Drive as shown on R1, and the beginning of a non-tangent curve concave to the east having a radius of 376.00 feet and being subtended by a chord which bears South 06°15'21" East, 319.50 feet;

Thence along said Right-of-Way line, and southerly along said curve, 329.99 feet through a central angle of 50°17'03";

Thence continuing along said Right-of-Way line, South 31°23'52" East, 83.69 feet;

Thence leaving said Right-of-Way line, South 13°35'43" West, 21.21 feet to a point on the northerly Right-of-Way line of North Gemini Drive as shown on R1, and the beginning of a non-tangent curve concave to the north having a radius of 412.50 feet and being subtended by a chord which bears South 75°30'14" West, 242.29 feet;

Thence along said Right-of-Way line, and westerly along said curve, 245.92 feet through a central angle of 34°09'28";

Thence continuing along said Right-of-Way line, North 87°25'02" West, 127.78 feet to the **TRUE POINT OF BEGINNING;**

Containing 3.337 acres, more or less.

Together will all easements of record as shown on R1.

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

Parcel 2:

Commencing at a point on the west line of said Lot 3 as shown on Instrument Number 3760563, Official Records of Coconino County (herein referred to as R1) and the **TRUE POINT OF BEGINNING;**

Thence North 23°46'24" West, 284.73 feet (Basis of Bearing, R1) to a point on the southerly Right-of-Way line of East Forest Avenue as shown on R1, and the beginning of a non-tangent curve concave to the north having a radius of 984.95 feet and being subtended by a chord which bears North 78°55'43" East, 125.77 feet;

Thence along said Right-of-Way line, and easterly along said curve, 125.86 feet through a central angle of 7°19'17";

Thence leaving said Right-of-Way line, North 89°47'55" East, 705.55 feet along a line lying 2.00 feet south and parallel with the north line of said Section 15, to a point on the northwesterly Right-of-Way line of North Jasper Drive as shown on R1, and the beginning of a non-tangent curve concave to the northwest, having a radius of 474.00 feet and being subtended by a chord which bears South 48°41'49" West, 221.40 feet;

Thence along said Right-of-Way line, and southwesterly along said curve 223.47 feet through a central angle of 27°00'44" to the beginning of a tangent curve concave to the southeast, having a radius of 376.00 feet;

Thence continuing along said Right-of-Way line, and southwesterly along said curve, 284.26 feet through a central angle of 43°19'00";

Thence leaving said Right-of-Way line, South 87°33'19" West, 346.58 feet to a point on the west line of said Lot 3;

Thence along said west line, North 14°03'56" West, 87.24 feet to the **TRUE POINT OF BEGINNING;**

Containing 4.657 acres, more or less.

Together will all easements of record as shown on R1.

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

Parcel 3:

Commencing at a point on the easterly line of said Lot 4, said point being in common with the westerly Right-of-Way line of North Jasper Drive as shown on Instrument Number 3760563, Official Records of Coconino County (herein referred to as R1) and the **TRUE POINT OF BEGINNING;**

Thence South 89°47'55" West (Basis of Bearing, R1), 705.55 feet along a line lying 2.00 feet south and parallel with the north line of said Section 15, to a point on the southeasterly Right-of-Way line of North Forest Avenue as shown on R1, said point being the beginning of a non-tangent curve concave to the northwest, having a radius of 984.95 feet and being subtended by a chord which bears North 69°07'25" East, 210.84 feet;

Thence along said Right-of-Way line, and northeasterly along said curve, 211.25 feet through a central angle of 12°17'19" to the beginning of a non-tangent curve concave to the northwest having a radius of 985.00 feet and being subtended by a chord which bears North 31°19'23" East 1034.65 feet;

Thence continuing along said Right-of-Way line, and northeasterly and northerly along said curve, 1089.32 feet through a central angle of 63°21'50";

Thence continuing along said Right-of-Way line, North 00°14'19" West, 80.43 feet;

Thence leaving said Right-of-Way line, North 44°29'43" East, 42.32 feet to a point on the south Right-of-Way line of North Gemini Drive as shown on R1;

Thence along said Right-of-Way line, North 89°38'00" East, 220.06 feet to the beginning of a tangent curve concave to the southwest, having a radius of 250.00 feet;

Thence continuing along said Right-of-Way line, and southeasterly along said curve, 392.71 feet through a central angle of 90°00'10";

Thence continuing along said Right-of-Way line, South 00°21'22" East, 52.56 feet;

Thence continuing along said Right-of-Way line, South 10°02'00" West, 58.22 feet;

Thence continuing along said Right-of-Way line, South 00°21'20" East, 94.77 feet;

Thence leaving said Right-of-Way line, South 44°38'38" West, 20.51 feet to a point on the north Right-of-Way line of North Jasper Drive as shown on R1;

Thence along said Right-of-Way line, South 89°38'40" West, 143.96 feet to the beginning of a tangent curve concave to the southeast, having a radius of 185.00;

Thence continuing along said Right-of-Way line, and southwesterly along said curve, 225.62 feet through a central angle of 69°52'38";

Thence continuing along said Right-of-Way line, South 19°46'02" West, 387.53 feet to the beginning of a tangent curve concave to the northwest, having a radius of 474.00 feet;

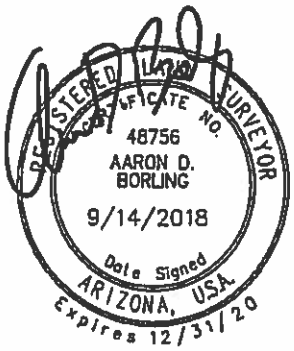
Thence continuing along said Right-of-Way line, and southwesterly along said curve, 127.60 feet through a central angle of 15°25'25" to the **TRUE POINT OF BEGINNING;**

Containing 10.572 acres, more or less.

Together will all easements of record as shown on R1.

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

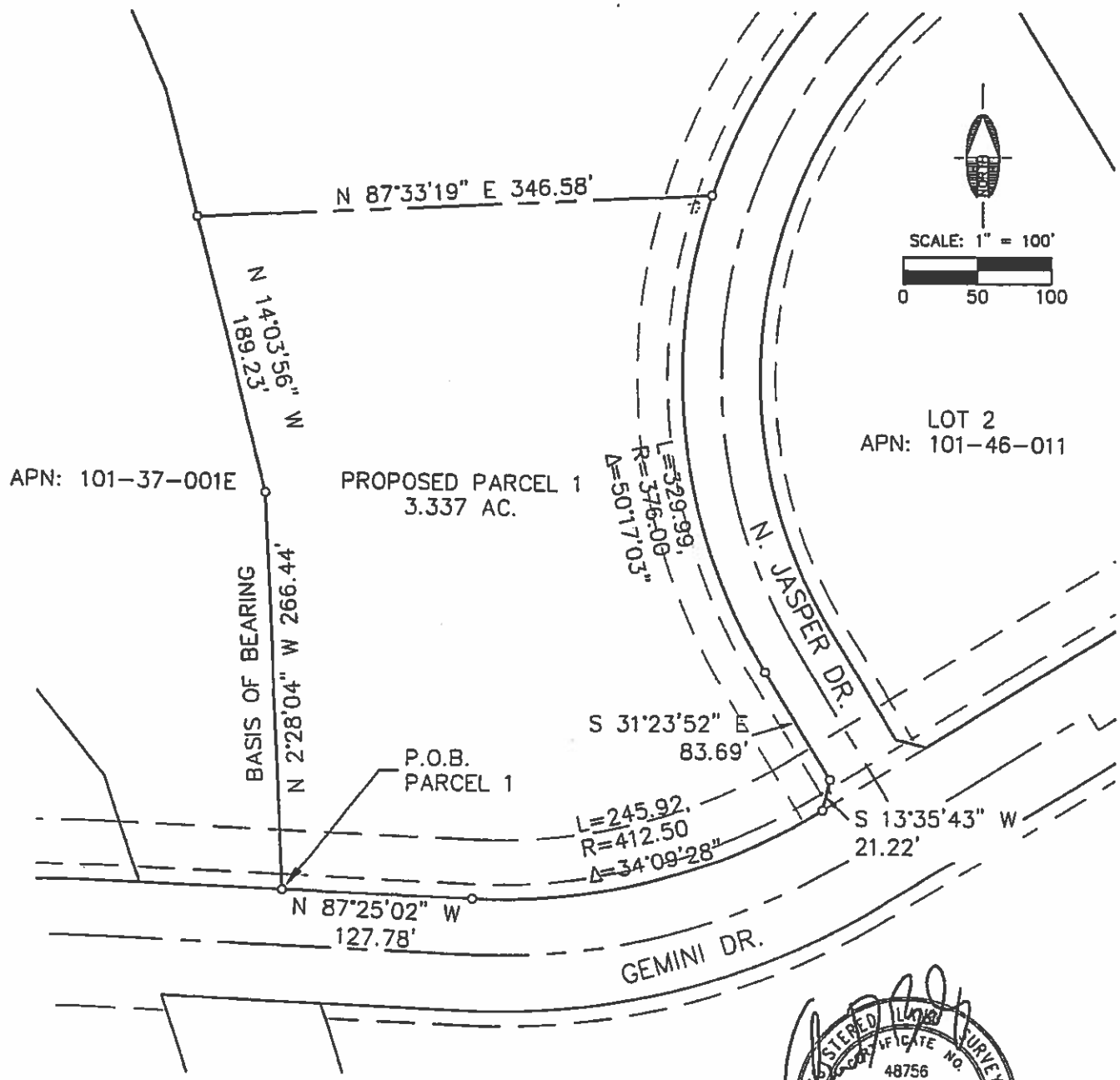
This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



PLOTTED: Sep 14, 2018 - 3:46pm

EXHIBIT 'B'

A PORTION OF THE NORTHEAST QUARTER OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST,
OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



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.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed: 9/14/18
ARIZONA, USA
Expires 12/31/20

FILE: P:\2018\18033\Legal Descriptions\EXHIBIT B.dwg <<C3D_Imperial>>

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

JOB NO.	18033
DATE	9-13-2018
SCALE	1"=100'
DRAWN	ADB
DESIGN	
CHECKED	ADB

McMILLAN MESA VILLAGE — FLAGSTAFF, ARIZONA

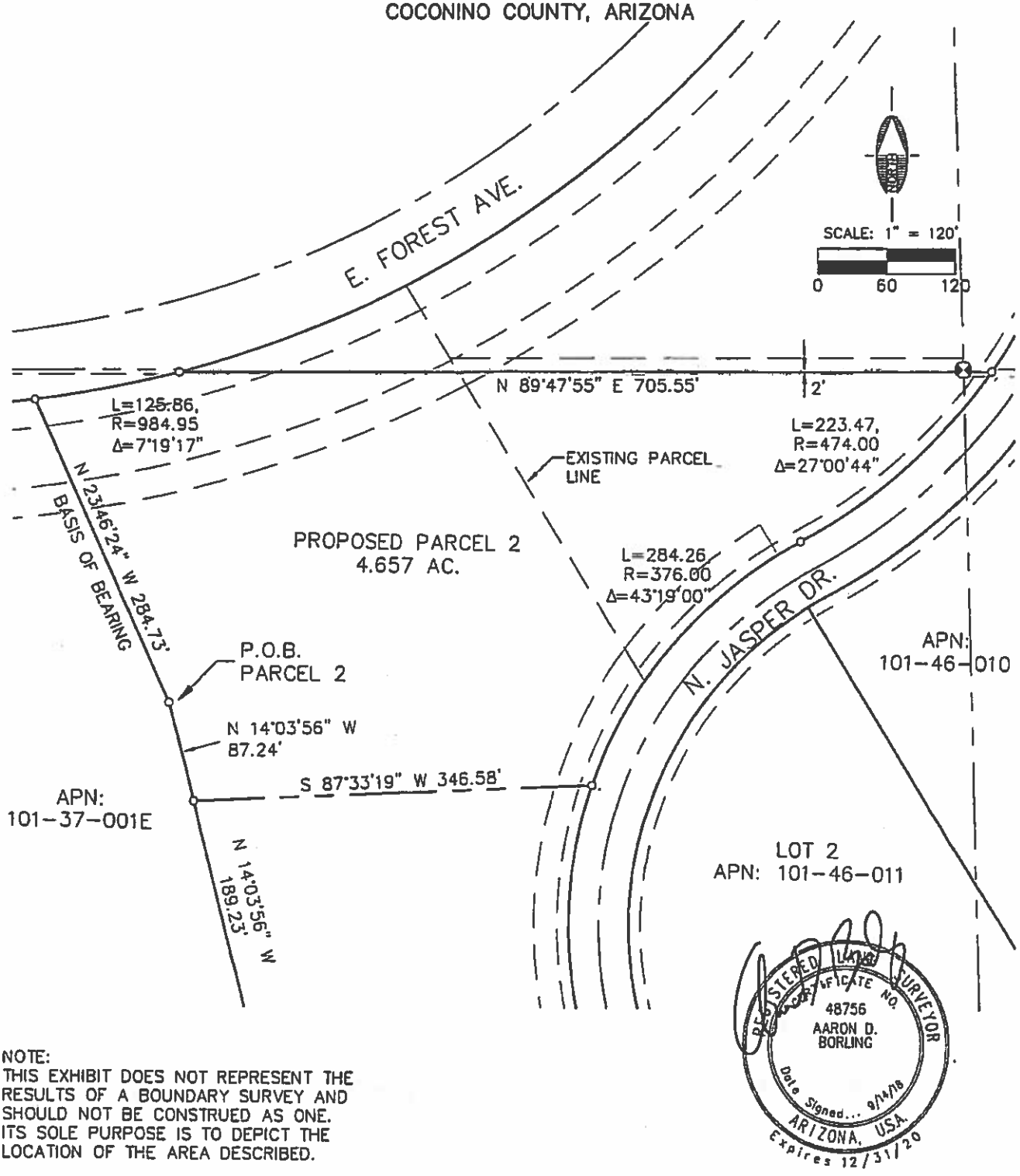
LEGAL EXHIBIT

SHEET 4 OF 3

PLOTTED: Sep 14, 2018-3:52pm

EXHIBIT 'C'

A PORTION OF THE NORTHEAST QUARTER OF SECTION 15,
AND THE NORTHWEST QUARTER OF SECTION 14
TOWNSHIP 21 NORTH, RANGE 7 EAST,
OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



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.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 9/14/18
ARIZONA, U.S.A.
Expires 12/31/20

FILE: P:\2018\18033\Legal Descriptions\EXHIBIT C.dwg <<C3D_Imperial>>

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

JOB NO.	18033
DATE	9-13-2018
SCALE	1"=120'
DRAWN	ADB
DESIGN	
CHECKED	ADB

McMILLAN MESA VILLAGE — FLAGSTAFF, ARIZONA

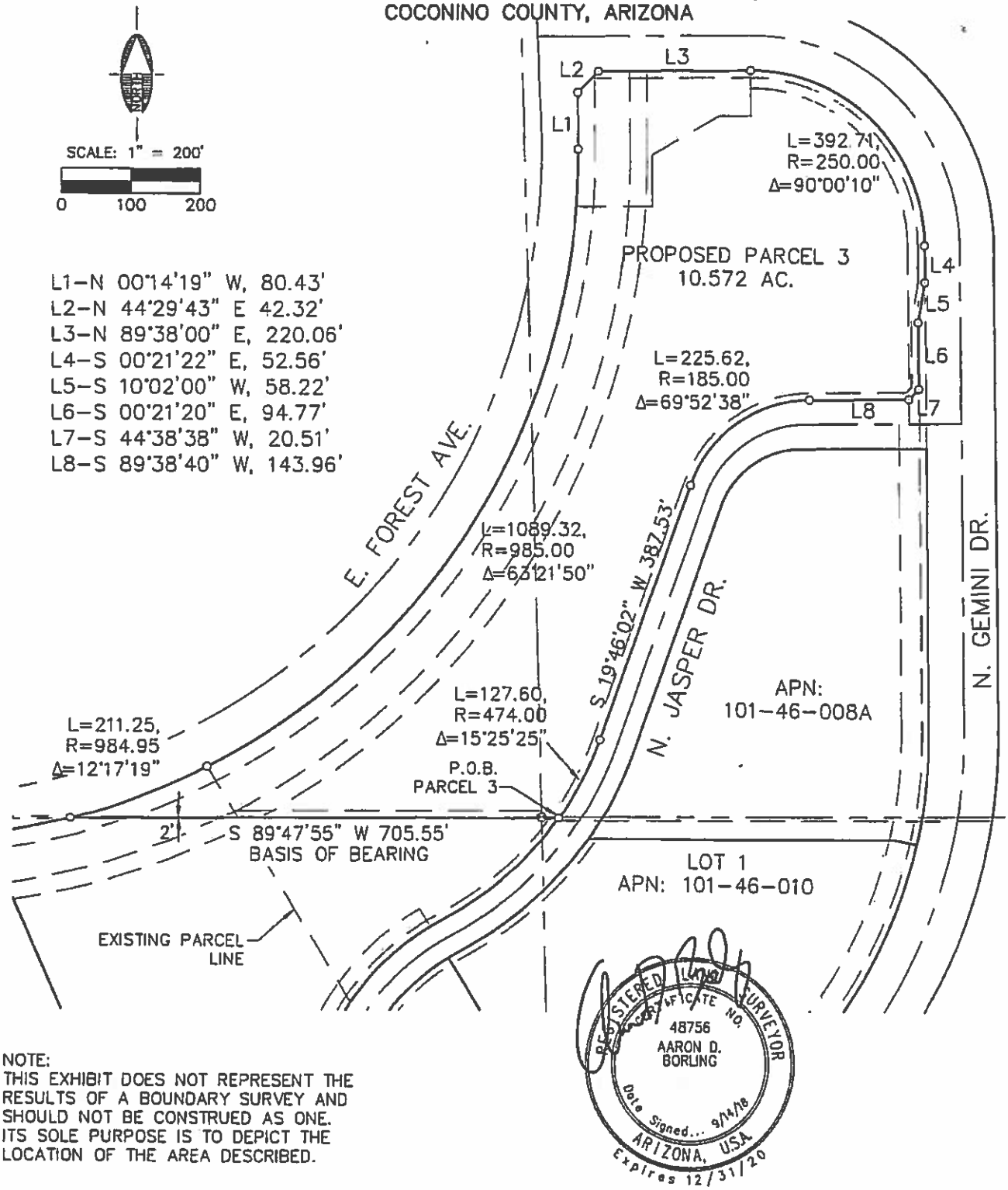
LEGAL EXHIBIT

SHEET 5 OF 6

PLOTTED: Sep 14, 2018-3:53pm

EXHIBIT 'D'

A PORTION OF THE NE QUARTER OF SECTION 15, THE NW QUARTER OF SECTION 14
THE SE QUARTER OF SECTION 10, THE SW QUARTER OF SECTION 11,
TOWNSHIP 21 NORTH, RANGE 7 EAST,
OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



L1-N 00°14'19" W, 80.43'
L2-N 44°29'43" E 42.32'
L3-N 89°38'00" E, 220.06'
L4-S 00°21'22" E, 52.56'
L5-S 10°02'00" W, 58.22'
L6-S 00°21'20" E, 94.77'
L7-S 44°38'38" W, 20.51'
L8-S 89°38'40" W, 143.96'

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.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 9/14/18
ARIZONA, U.S.A.
Expires 12/31/20

FILE: P:\2018\18033\Legal Descriptions\EXHIBIT D.dwg <<C3D_Imperial>>

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

JOB NO.	18033
DATE	9-13-2018
SCALE	1"=200'
DRAWN	ADB
DESIGN	
CHECKED	ADB

McMILLAN MESA VILLAGE — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 6 OF 6

Return Address:
Shephard-Wesnitzer, Inc.
110 W. Dale Ave.
Flagstaff, AZ 86001

Coconino County Combination / Split Request Form

Return completed form to the Assessor or record form for your protection. If part of a County Land Division Permit, recording is required. This request will **NOT** be processed if you fail to provide legal descriptions, fail to obtain all approvals or if properties to be combined are not **exact** identical ownership.

As the owner of record you are hereby authorized to:

SPLIT [x] **COMBINE** [x]

(All properties involved ***must be of identical ownership***, according to the tax records. This form **does not** convey title.)

Check appropriate usage.

Parcel Number(s)	Residential	Vacant	Agricultural	Commercial	Rental
101-46-012 &		x			
101-46-013		x			

If improvements exist, on which newly created parcels will they be located?(please provide drawing of improvement location) No existing improvements.

LEGAL DESCRIPTION(s) for newly created parcels: May provide attachments.

See Attached.

APPROVALS:

Planning & Zoning City or County — Date

Treasurer's Office — Date

To process this form both P&Z/Community Development and the Treasurer must have signed.

ALL taxes must be paid in full prior to approval

Gary M. Burton — 9/14/2018

Owner's Signature — Date

Gary M. Burton, Mgr MMV Devco LLC by The Cavan Opportunity Fund, Its Manager. — 480-627-7000

Print Name/Title (i.e., owner, president, CEO, etc.) — Daytime Phone Number

15300 N 90th St. Ste 200 — Scottsdale — AZ — 85260

Address for tax bill — City — State — Zip

1831/2011 N. Jasper Dr., Flagstaff, AZ 86001

Situs Address of Property (if available)

McMillan Mesa Village Specific Plan Amendment
PZ-18-00061-01

MEMORANDUM
TO: Tiffany Antol
From: Vickey Morris
Dated: 1/11/19

Public Meeting: 11/14/2018

Location: Flagstaff NACET
2225 N Gemini Rd
Flagstaff, AZ 86001
Time: 6pm to 7pm

Attendance: 12

Vickey Morris – MMV Devco, LLC
Marjorie Todd – Highgate Senior Living
Dan Strinden – Buron Inc.
Guillermo Cortes – Shepard-Wesnitzer Inc
Stephen Irwin – Shepard-Wesnitzer Inc
Kayla Fleishman – Shepard-Wesnitzer Inc
Tiffany Antol – City of Flagstaff
Alaxandra Pucciarelli – City of Flagstaff

Neighborhood Participants:

Marilyn Weissman Ellen Ryan April Smitz Kent Hotsenpiller

A meeting was held on November 14, 2018 to notify the neighborhood and other interested parties of the pending application to amend the Specific Plan for the McMillan Mesa Village.

A list of questions as well as the answers provided is attached here to for your records. The meeting was well attended by the Owner, its consultants, and the Developer. Only a handful of residents showed up for the meeting. Collectively their concerns were building height and traffic. Concerns regarding the building height were addressed by the fact that the Specific Plan limits the height of the building and no variance was being sought by the Developer.

The traffic issues stem primarily from the traffic that is associated with the Basis School. The residents were seeking assure themselves that the care center will not exacerbate the problem. The Developer explained that by setting the shift change hours to off-peak hours, the care center will not add to the traffic issue that currently exists on the McMillan Mesa.

The overall impression by the attendees was that this is a positive addition to the City and the neighborhood and they supported the Zoning Change. We did not receive any comments via U.S. Mail or email.

It is our intention at this time to seek a waiver for the requirement to hold a second public meeting prior to a Planning and Zoning Hearing. Please advise if the waiver will be granted and proceed to schedule our P&Z Hearing at your earliest convenience. Thank you.

Enclosures: as stated
Cc: Patrick St. Clair

HIGHGATE NEIGHBORHOOD MTG. 11/14/18

How does parcel height compare w/ Guardian?
- It will be comparable w/ Highgate only being 35' tall. The congregate care facility will appear shorter due to the grade change between the subject parcel and Guardian.

What is the setback?
- At least 15-20' due to stormwater channel along the Gemini frontage.
- The actual setback by code is 40' from Gemi and 30' from Jasper

Will there be an entrance off Gemini?
- No. There may be a fire exit but no main entry. The main entry will be interior just off the driveway from Jasper.

You all are prepared for the school traffic block. Will this affect your clientel?
- Jasper alleviates traffic for Guardian, N Az Rehabilitation Hospital and this project.

What is the schedule for staffing @ Highgate?
- Shift starts @ 6 am and shift change happens @ 2 pm.

How many stories will be viewed from Gemini?
- 2 stories from Gemini.

What is this parcel zoned? What will it be rezoned?
- R&D to CC.

Building is closer to street based on City standards. A fake entry will be viewed from Gemini and Jasper just like Melrose.

What is the parking requirement?
- Q. ____ per unit + 1 space per employee
only allowed to exceed by 5%.

There will be more of an open look like N Az Rehab. Hospital.

How is parking broken up?
There are many pedestrian walkways.

What do you have in mind w/ the northern section of the remaining parcel?
- Req'd to be setback 100' from Forest per the specific plan.

Will you allow Access when people run out of money?
- We will make sure they are moved to another location appropriately. ~~They~~ We are run based on private money only.

What part of the process are you in?
- We are in the site plan review process right now. This project requires ~~the~~ a rezone. The site plan cannot be drastically changed from what is shown to you tonight. This meeting is a requirement of the rezone process.

- What is your project schedule?
  - Break ground June/July 2019.
    12-14 months construction.

Are there trees to be saved here?
- None req'd. but some are being saved where we can.
  ↳ based on McMillan Mesa Specific Plan NRPP.

MMV DEVCO, LLC

November 14, 2018

SIGN IN SHEET

Public Meeting for McMillan Mesa Village Specific Plan Amendment and HighGate Senior Living Site Plan

NAME	ADDRESS OR EMAIL ADDRESS	PHONE
MARILYN WEISSMAN	1055 E. APPLE WAY	928 853-9283
Ellen Ryan	1140 N. Manzanita Way (comm)	928-278-0281
April Smith	asmith4610@msn.com	928 266 0877
Kent Hotsenpiller	2590 Oakmont	928-214-0214

Staff & Consultants

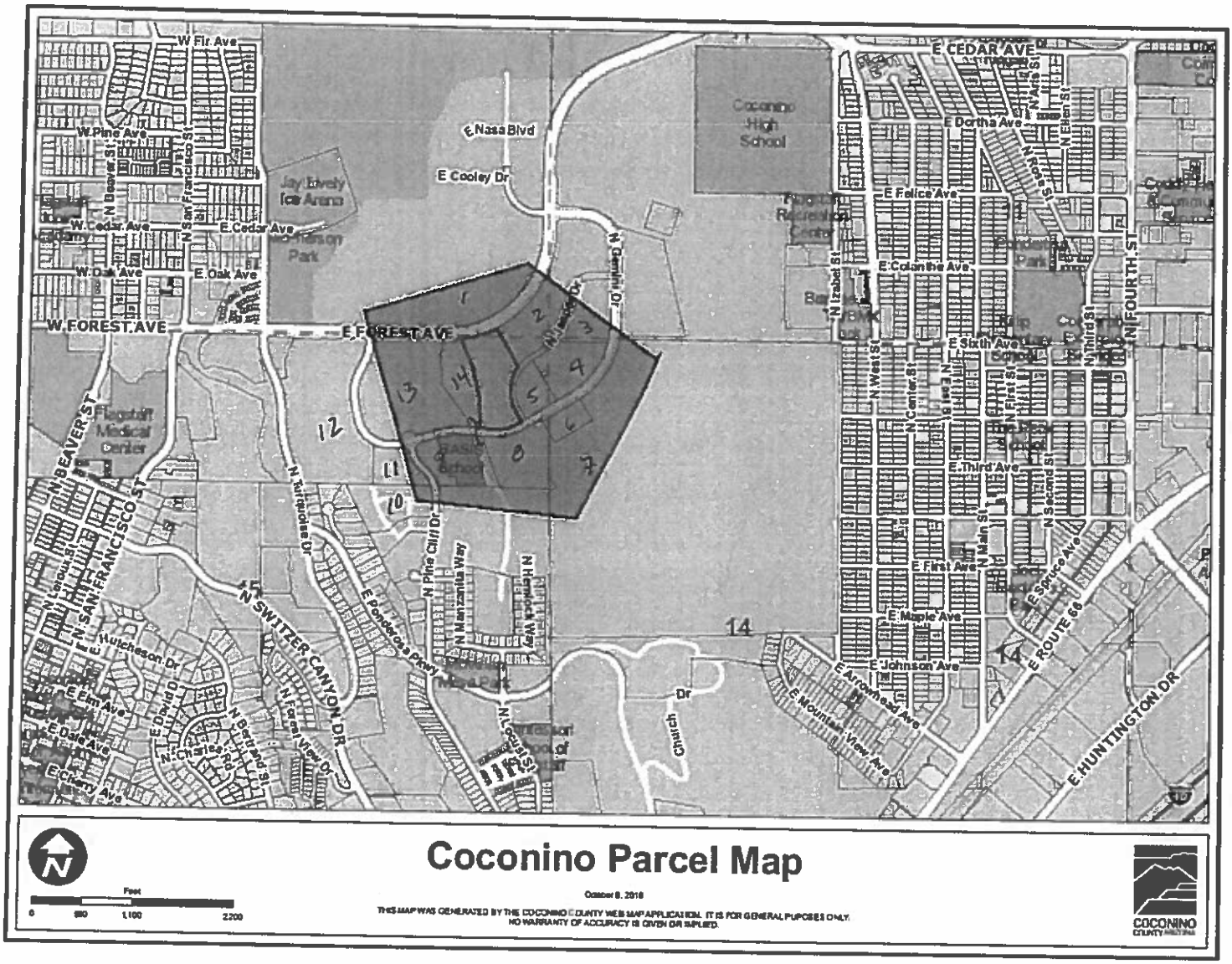
MMV DEVCO, LLC

November 14, 2018

SIGN IN SHEET

Public Meeting for McMillan Mesa Village Specific Plan Amendment and HighGate Senior Living Site Plan

	NAME	ADDRESS OR EMAIL ADDRESS	PHONE
owner rep	Vickey Morris	VMorris@cavanrealestate.net	480-747-9400
Dev	Marjorie Todd	marjorie.todd@highgateSeniorLiving.com	425-281-2061
Dev	Dan Strinden	danstrinden@hotmail.com	509-965-5323
COF	Tiffany Antol	City of Flagstaff	928.213.2608
COF	Alexandra Pucciarelli	City of Flagstaff	928.213.2640
ENG	Stephen Irwin	SIrwin@SWIAZ.com	928.773.0354
ENG	Kayla Fleishman	KFleishman@SWIAZ.com	928.773-0354
ENG	Guillermo Cortez	gcortes@SWIAZ.com	928-773-0354



Coconino Parcel Map

October 8, 2018

THIS MAP WAS GENERATED BY THE COCONINO COUNTY WEB MAP APPLICATION. IT IS FOR GENERAL PURPOSES ONLY. NO WARRANTY OF ACCURACY IS GIVEN OR IMPLIED.

COCONINO COUNTY

	APN	OWNER	Property Address	Mailing Address
1	11008001G	City of Flagstaff	2400 N Gemini Dr	City of Flagstaff 211 W Aspen Ave Flagstaff, AZ 86001
2	101-46-013	MMV Devco, LLC	2011 N Jasper Dr	MMV Devco, LLC 15300 N 90th Street Ste 200 Scottsdale, AZ 85260
3	101-46-008A	Flagstaff Medical Center Inc.	1901 N Gemini Dr	Flagstaff Medical Center Inc PO Box 1268 Flagstaff, AZ 86002
4	101-46-010	MPT of Flagstaff, LLC		MPT of Flagstaff LLC PO Box 92129 Southlake, TX 76092
5	101-46-011	MMV Devco, LLC	1840 N Jasper Dr	MMV Devco, LLC 15300 N 90th Street Ste 200 Scottsdale, AZ 85260
6	10701001F	City of Flagstaff		City of Flagstaff 211 W Aspen Ave Flagstaff, AZ 86001
7	10701001B	City of Flagstaff		City of Flagstaff 211 W Aspen Ave Flagstaff, AZ 86001
8		MMV Devco, LLC	1800 N Gemini Dr	MMV Devco, LLC 15300 N 90th Street Ste 200 Scottsdale, AZ 85260
9	101-46-005B	Basis School Inc	1700 N Gemini Dr	Basis School Inc PO Box 8168 Scottsdale, AZ 85252
	101-46-005A	Basis School Inc		Basis School Inc 7975 N Hayden Rd Ste B-121 Scottsdale, AZ 85258
10	101-46-009B	FSL St Francis Villas LP	1351 N Pine Cliff Dr	FSL St Francis Villas LP 1201 E Thomas Rd Phoenix, AZ 85014
11	101-46-002A	WS-Flagstaff AZ-1-UT LLC	1521 N Pine Cliff Dr	WS-Flagstaff AZ-1-UT LLC 4747 William DR Georgetown TX 78633
12	101-46-002B	MMV Devco, LLC	1571 N Pine Cliff Dr	MMV Devco, LLC 15300 N 90th Street Ste 200 Scottsdale, AZ 85260
13	101-46-003B	MMV Devco, LLC	1620 N Gemini Dr	MMV Devco, LLC 15300 N 90th Street Ste 200 Scottsdale, AZ 85260
14	10137001E	City of Flagstaff	1751 N Gemini Dr	City of Flagstaff 211 W Aspen Ave Flagstaff, AZ 86001

1000' – radius.

"Registry of Persons and Groups"
As Required in Zoning Code Section 10-20.30.080.B

Last updated: July 26, 2018

Friends of Flagstaff's Future
P.O. Box 23462
Flagstaff, AZ 86002
info@friendsofflagstaff.org
(928) 556-8663

Northern Arizona Building Association
1500 East Cedar Avenue, Suite 86
Flagstaff, AZ 86004
tbociung@nazba.org
(928) 779-3071

Northern Arizona Association of Realtors, Jeffrey Herd
1515 East Cedar Avenue, Suite C-4
Flagstaff, AZ 86004
naarflag@nazrealtor.com and
naargovaffairs@outlook.com
(928) 779-4303

Tish Bogan-Ozmun
5271 Mt. Pleasant Drive
Flagstaff, AZ 86004
tishflagstaff@gmail.com

Marilyn Weissman
1055 East Apple Way
Flagstaff, AZ 86001
(928) 779-5323
Missymoet@aol.com

Maury Herman
Coast and Mountain Properties
3 North Leroux Street
Flagstaff, AZ 86001
(928) 779-6211
mherman@coastandmountain.com

Nat White
1120 North Rockridge Road
Flagstaff, AZ 86001
white@lowell.edu

Charlie Silver
720 West Aspen Avenue
Flagstaff, AZ 86001
Cws720@gmail.com

Betsy McKellar
330 S Ash Lane
Flagstaff, AZ 86004
birdvest8@gmail.com

David Carpenter
1715 E Trade Winds Court
Flagstaff, AZ 86005
dc@hopeaz.com

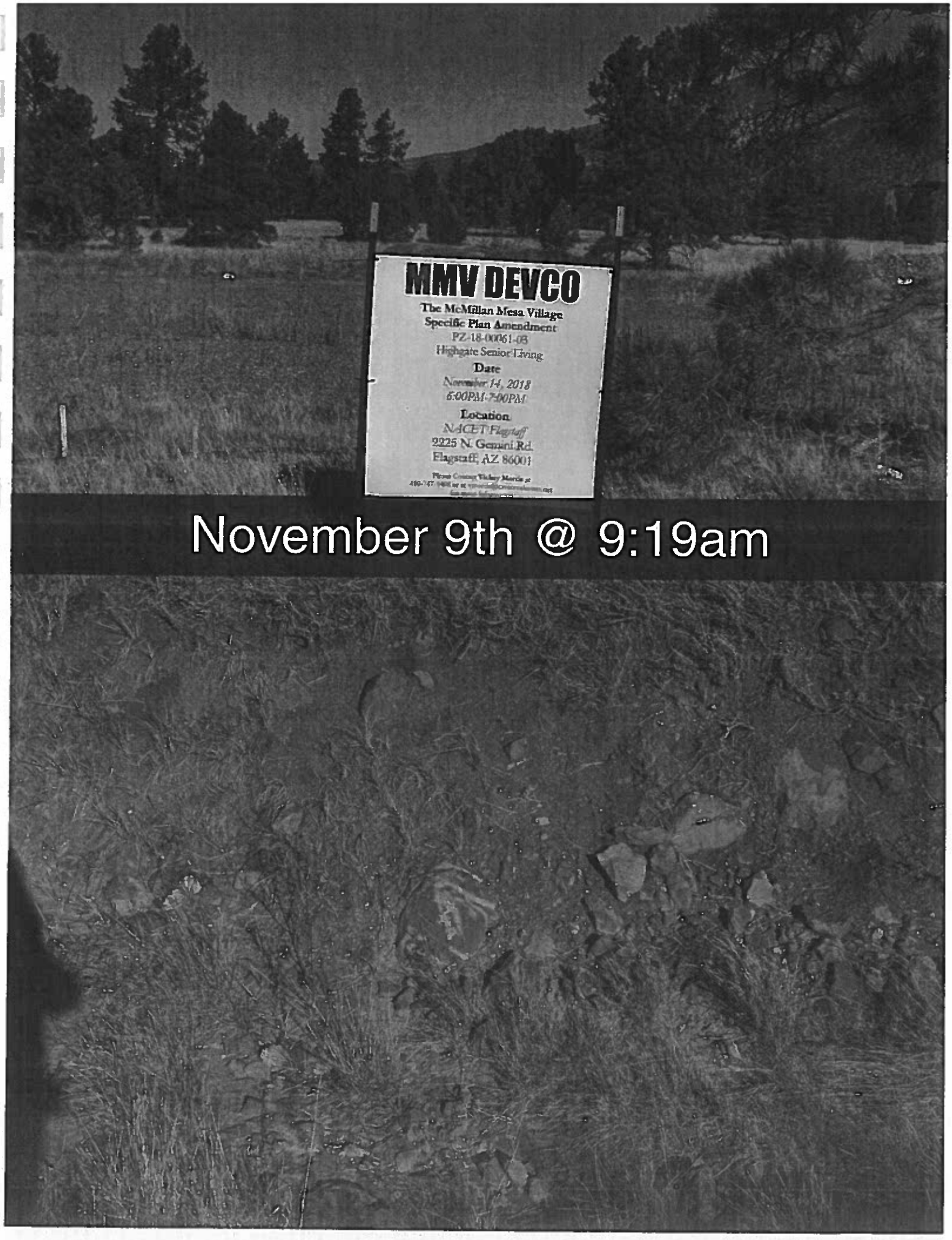
Dorenda Coleman
Arizona Army National Guard, AZAA-FMO
5636 E McDowell Rd, M5330
Phoenix, AZ 85008
dorenda.j.coleman.nfg@mail.mil

Mary Beth Dreusike
US Navy, Intergovernmental Branch
850 Pacific Highway
Building 1 – 5th Floor, Suite 513
San Diego, CA 92101
marybeth.dreusike@navy.mil

Celia Barotz
3354 N Crest Street
Flagstaff, AZ 86001
cbarotz@gmail.com

Norm Wallen
3716 N Grandview
Flagstaff, Az 86004
normwallenflg@gmail.com

	APN	OWNER	Property Address	Mailing Address
1	11008001G	City of Flagstaff	2400 N Gemini Dr	City of Flagstaff 211 W Aspen Ave Flagstaff, AZ 86001
2	101-46-013	MMV Devco, LLC	2011 N Jasper Dr	MMV Devco, LLC 15300 N 90th Street Ste 200 Scottsdale, AZ 85260
3	101-46-008A	Flagstaff Medical Center Inc.	1901 N Gemini Dr	Flagstaff Medical Center Inc PO Box 1268 Flagstaff, AZ 86002
4	101-46-010	MPT of Flagstaff, LLC		MPT of Flagstaff LLC PO Box 92129 Southlake, TX 76092
5	101-46-011	MMV Devco, LLC	1840 N Jasper Dr	MMV Devco, LLC 15300 N 90th Street Ste 200 Scottsdale, AZ 85260
6	10701001F	City of Flagstaff		City of Flagstaff 211 W Aspen Ave Flagstaff, AZ 86001
7	10701001B	City of Flagstaff		City of Flagstaff 211 W Aspen Ave Flagstaff, AZ 86001
8		MMV Devco, LLC	1800 N Gemini Dr	MMV Devco, LLC 15300 N 90th Street Ste 200 Scottsdale, AZ 85260
9	101-46-005B	Basis School Inc	1700 N Gemini Dr	Basis School Inc PO Box 8168 Scottsdale, AZ 85252
	101-46-005A	Basis School Inc		Basis School Inc 7975 N Hayden Rd Ste B-121 Scottsdale, AZ 85258
10	101-46-009B	FSL St Francis Villas LP	1351 N Pine Cliff Dr	FSL St Francis Villas LP 1201 E Thomas Rd Phoenix, AZ 85014
11	101-46-002A	WS-Flagstaff AZ-1-UT LLC	1521 N Pine Cliff Dr	WS-Flagstaff AZ-1-UT LLC 4747 William DR Georgetown TX 78633
12	101-46-002B	MMV Devco, LLC	1571 N Pine Cliff Dr	MMV Devco, LLC 15300 N 90th Street Ste 200 Scottsdale, AZ 85260
13	101-46-003B	MMV Devco, LLC	1620 N Gemini Dr	MMV Devco, LLC 15300 N 90th Street Ste 200 Scottsdale, AZ 85260
14	10137001E	City of Flagstaff	1751 N Gemini Dr	City of Flagstaff 211 W Aspen Ave Flagstaff, AZ 86001


MMV DEVCO
The McMillan Mesa Village
Specific Plan Amendment
PZ-18-00061-03
Highgate Senior Living
Date
November 14, 2018
5:00PM-7:00PM
Location
NACET Flagstaff
2225 N. Gemini Rd.
Flagstaff, AZ 86001
November 9th @ 9:19am

MMV
DEVCO, LLC

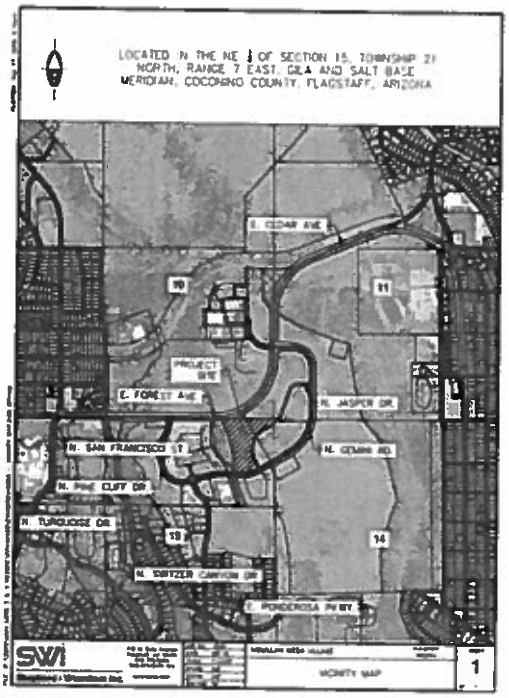
THE MCMILLAN MESA VILLAGE SPECIFIC PLAN AMENDEMENT

PZ-18-00061-03
HIGHGATE SENIOR LIVING

You are invited to join us at the NACET Flagstaff to discuss the rezoning Of a parcel located with the McMillan Mesa Village

NOVEMBER 14, 2018
6:00 PM – 7:00 PM

NACET Flagstaff
2225 N. Gemini Rd
Flagstaff, AZ 86001



Please contact Vickey Morris at 480-747-9408 or via email at vmorris@cavanrealestate.net for additional information.

The McMillan Mesa Village
REZONING CASE# PZ-18-00061-01

Public Participation Plan

Objective: Provide the neighbors, interested parties and stakeholders with an opportunity to provide input regarding the McMillan Mesa Village zoning change.

The Owner intends to use a variety of methods to inform the community of the proposed amendment and how to become involved and stay informed. The following methods will be utilized for the public meeting:

a) A list of stakeholders, interested parties and neighbors was created from the County Assessor's records and maps. Properties within 1000 feet of the boundary of the McMillan Mesa Village were included.

b) The Owner will advertise to the stakeholders, interested parties, and neighbors by first class mail. The general public will be informed by posting of meetings and hearing on the property, at the City offices, and in the newspapers.

The purpose of this meeting will be to inform the public about the proposed amendments to the Specific and Regional Plan and educate them on the changes these amendments will have on the McMillan Mesa.

The public will be provided a point of contact on the Project Team, to whom they may address issues, concerns, or suggestions.

After the Public Meeting the Owner will produce a report that summarizes the meeting, identifies the attendees, and provide comments received at the meeting. All invitees will receive a copy of the meeting report and the answers to questions posed. This report will be given to the Planning and Zoning commission and the City Council.

See attached proposed Agenda for the Public Meeting.

3760563 1 OF 3

FINAL PLAT of McMILLAN MESA VILLAGE TRACTS 'E' and 'F'

BEING A PORTION OF TRACTS 'E' AND 'F' OF McMILLAN MESA VILLAGE SUBDIVISION AS RECORDED IN INSTRUMENT No. 3488287 IN THE OFFICE OF THE COCONINO COUNTY RECORDER, SITUATED IN SECTIONS 10, 11, 14 AND 15, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, CITY OF FLAGSTAFF, ARIZONA.

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF COCONINO)

KNOW ALL MEN BY THESE PRESENTS: That MAV DEVCO, LLC, an Arizona limited liability company, as Owner, hereby publishes this plat and for the "McMillan Mesa Village, Tracts E & F", a subdivision of a portion of land situated in the SE ¼ of Section 10, the SW ¼ of Section 11, the NW ¼ of Section 14, and the NE ¼ of Section 15, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, City of Flagstaff, Arizona, as shown platted hereon, and hereby declares that said plat sets forth the locations and gives the dimensions and measurements of the parcels, lots, tracts, streets and easements constituting same and that each such parcel, lot, tract, street and easement shall be known by the number or name given to each, respectively on said plat.

The Owner hereby dedicates to the City of Flagstaff that certain public Right-of-Way for NORTH ASPEN DRIVE, as noted and shown hereon, and additional Right-of-Way for a right turn lane on N. GRAND DRIVE as shown hereon. Said public rights of way are dedicated for the purposes of public roadways, streets, utilities and related improvements. Furthermore, the Owner grants Storm drainage easements, drain easements, and public utility easements (PUE's), as shown hereon to the City of Flagstaff and to all other authorized utility companies for public utility and service purposes only.

IN WITNESS WHEREOF: MAV DEVCO, LLC, an Arizona limited liability company, as said Owner, has hereunto caused its name to be signed

Done at Scottsdale, Arizona, this 30th day of June, 2016.

MAV DEVCO, LLC, a Arizona limited liability company

By: The Coven Opportunity Fund, LLC, a Delaware limited liability company
Its: Manager

By: Opportunity Fund Management, LLC, an Arizona limited liability company
Its: Manager

By: Loyd E. Burton
Its: Vice President

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF Maricopa)

On this 30 day of June, 2016, before me, the undersigned personally appeared, Loyd E. Burton, Vice President of Opportunity Fund Management, LLC, an Arizona limited liability company, the Manager of The Coven Opportunity Fund, LLC, a Delaware limited liability company, the Manager of MAV DEVCO, LLC, an Arizona limited liability company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF: I hereunto set forth my hand and official seal

Notary Public

My Commission Expires: 11/13/2018

LENDER RATIFICATION STATEMENT

The undersigned, on behalf of 5301 Flagstaff Property, LLC, an Arizona limited liability company, holding an interest in the real property herein described pursuant to the Amended and Restated Deed of Trust recorded 12/29/2014 as Document No. 3728814 and Deed of Trust recorded 2/19/2015 as Document No. 3740372 and as modified by Document No. 3728845, Official Records of Coconino County, Arizona, hereby ratifies this subdivision plat. The undersigned further agrees that no foreclosure, trustee's sale or exercise of any remedy under the instruments which the undersigned executed the respective interest in the property shall defeat, extinguish or otherwise affect the validity or enforceability of this plat. The holder also consents with the dedication of roadways and granting of easements.

Acknowledged and Approved:

LENDER: 5301 Flagstaff Property, LLC, an Arizona limited liability company

By: Harold C Silverstein

Printed Name: Harold C Silverstein

Title: Authorized Member Representative

RIGHT-OF-WAY DEDICATION

THE TOTAL AREA FOR ALL THOSE CERTAIN PUBLIC RIGHTS OF WAY DEDICATED TO THE CITY OF FLAGSTAFF UPON RECORDATION OF THIS PLAT IS 2.99 ACRES±

FLOOD ZONE CLASSIFICATION

THE PROJECT AREA IS ENTIRELY WITHIN ZONE X AS DESIGNATED BY FEMA FIRM PANEL 04005C0994G EFFECTIVE DATE SEPTEMBER 3, 2010. FEMA DESIGNATES ZONE X AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOODING.

BENCHMARK

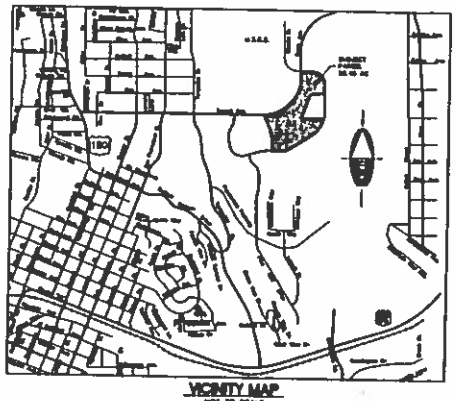
THE SITE BENCHMARK FOR THIS PROJECT IS A FOUND 3" BRASS CAP MONUMENT (COCONINO COUNTY, POINT #1251) AT THE NORTHEAST CORNER OF SECTION 15 (LOC# POINT #1758190). (NAD 29) ELEVATION = 7408.365 FEET

CONDITIONS, CONDITIONS AND RESTRICTIONS

THE LOTS SHOWN HEREON ARE SUBJECT TO THE CONDITIONS, CONDITIONS, AND RESTRICTIONS FOR "McMILLAN MESA VILLAGE" RECORDED AT INST #3488288, TOGETHER WITH SUBSEQUENT AMENDMENTS RECORDED AT INST #3582964, INST #3673865 AND INST. #3725649 IN THE OFFICE OF THE COCONINO COUNTY RECORDER, COCONINO COUNTY, ARIZONA, AND HEREBY INCORPORATED AS A PART OF THIS PLAT.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	[illegible]
2	[illegible]



VICINITY MAP
NOT TO SCALE

PROJECT INFORMATION

PROJECT LOCATION: 1500 AND 1600 N. GRAND DR., FLAGSTAFF, AZ 86004

APN: 101-40-007 & 100-40-008B

TOTAL ACREAGE: 38.49 +/- ACRES

NUMBER OF LOTS: 4

TOTAL LOT ACREAGE: 26.10 +/- ACRES

CURRENT ZONING: RD (RESEARCH AND DEVELOPMENT)

LOT COVERAGE: 25% MAXIMUM
GROSS FAR MAXIMUM = 0.50

CITY OF FLAGSTAFF APPROVALS

CITY OF FLAGSTAFF

It is hereby certified that this plat has been officially approved for the record by the Council of the City of Flagstaff, Coconino County, Arizona, this 21st day of October, 2016.

BY: _____ Mayor

ATTEST: _____ City Clerk

It is hereby certified that this plat has been officially approved for the record by the City of Flagstaff Planning Director and City Engineer this 20th day of October, 2016.

BY: _____ Chairperson/Planning Director

ATTEST: _____ City Engineer

CERTIFICATE OF LAND SURVEYOR

This is to certify that the survey of the property described and platted hereon was made under my direction and supervision and is accurately represented on this plat.

I also certify that this plat is in substantial conformance to the approved conceptual plat and that this plat is correct and accurate as shown to the best of my knowledge and belief.

Aaron B. Bowling, RLS 46796

Date _____

Instrument 3770983
Official Records of Coconino County
Patty Hansen, County Recorder
09/16/2016 11:01:57 AM
Requested at the Request of
COCONINO CITY OF FLAGSTAFF

BASIS OF BEARING AND COORDINATES

LINEAR UNIT: INTERNATIONAL FEET
GEODETIC DATUM: NAD 83 (2002.0)
VERTICAL DATUM: NGVD 29 (SEE BELOW)
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION PROJECTION (2008)

PROJECTION:
TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN 35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN 111° 37' 00" W
NORTHING AT GRID ORIGIN 0.0 FT
EASTING AT CENTRAL MERIDIAN 715,000 FT
CENTRAL MERIDIAN SCALE FACTOR 1.0003333 (EXACT)

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES ON THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODETIC NORTH. NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM CITY OF FLAGSTAFF CONTROL POINT 1728190 (NGVD 29) USING GPS. BOTH NAD 83/2011 AND GEOID MODEL "GEOID12A" ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE PUBLISHED ELEVATION OF THIS STATION.

THE SURVEY WAS CONDUCTED USING GPS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). LOCAL NETWORK ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL AND ARE BASED ON AN APPROPRIATELY CONSTRAINED LEAST-SQUARES ADJUSTMENT OF OVER-DETERMINED AND STATISTICALLY INDEPENDENT OBSERVATIONS.

• BEARING AND DISTANCE BETWEEN PT #250 AND PT. #251: N 68°47'36" E 264.67'

POINT #250 3" 588 ALUMINUM DISK IN CONCRETE STAMPED "COMM 2008"

LATITUDE = 35° 11' 46.79927" N	NORTHING = 777788.846 FT	ESTIMATED ACCURACY
LONGITUDE = 111° 39' 33.36426" W	EASTING = 699571.276 FT	HORIZ = 0.06 FT
ELLIPSOID HEIGHT = 1636.336 FT	ELEVATION = 7408.832 FT	VERT = 0.08 FT

POINT #230 3" ALUM. CAP LEGIBLY N 1/4 SEC 11 T21N R7E

LATITUDE = 35° 11' 38.48829" N	NORTHING = 767917.745 FT	ESTIMATED ACCURACY
LONGITUDE = 111° 39' 34.91249" W	EASTING = 699387.236 FT	HORIZ = 0.04 FT
ELLIPSOID HEIGHT = 1636.345 FT	ELEVATION = 7408.825 FT	VERT = 0.06 FT

POINT #1254 (COF # 1728190) BM BENCHMARK, 3" BRASS CAP NGSVD29 1929

LATITUDE = 35° 12' 38.99823" N	NORTHING = 781731.888 FT	ESTIMATED ACCURACY
LONGITUDE = 111° 39' 53.41747" W	EASTING = 699048.998 FT	HORIZ = 0.03 FT
ELLIPSOID HEIGHT = 1657.838 FT	ELEVATION = 7408.361 FT	VERT = 0.05 FT

POINT #1255 0.5" ALUM. CAP STAMPED "R 1/40 LS 14671 1999"

LATITUDE = 35° 12' 25.10827" N	NORTHING = 781351.054 FT	ESTIMATED ACCURACY
LONGITUDE = 111° 37' 52.83880" W	EASTING = 699867.582 FT	HORIZ = 0.03 FT
ELLIPSOID HEIGHT = 1656.863 FT	ELEVATION = 7407.885 FT	VERT = 0.05 FT

UTILITY COMPANY APPROVALS

MELISSA NELSON, BY LETTER — 1/11/2016
ARIZONA PUBLIC SERVICE — DATE

MARTIN CONROY, BY LETTER — 2/9/2016
UNISOURCE ENERGY SERVICES — DATE

CAROLE WILSON, BY LETTER — 2/12/2016
CENTURY LINK — DATE

SANFORD VAZIR, BY LETTER — 2/10/2016
SUDDENLINK — DATE

OWNER/DEVELOPER

MAV DEVCO, LLC
15395 NORTH 90TH STREET, SUITE 300
SCOTTSDALE, AZ 85260
(480) 627-7650

ENGINEER

SHEPHARD - WESNITZER, INC.
GUILLERMO CORTES, PE
110 S DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0364

SURVEYOR

SHEPHARD - WESNITZER, INC.
AARON B. BOWLING, RLS
110 S DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0364

NOTE:

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
A. REASONABLE WOOD, WIRE, OR SECTION-TYPE FENCING
B. CONSTRUCTION, STRUCTURES, OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

THE CITY OF FLAGSTAFF PROMISES WATER [UTILITY] SERVICE PURSUANT TO STATE LAW, AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO. 41-

Shepherd • Wesnitzer, Inc.
110 S. Dale Avenue
Flagstaff, AZ 86001
928.773.0364
928.774.9034 fax
www.swinc.com

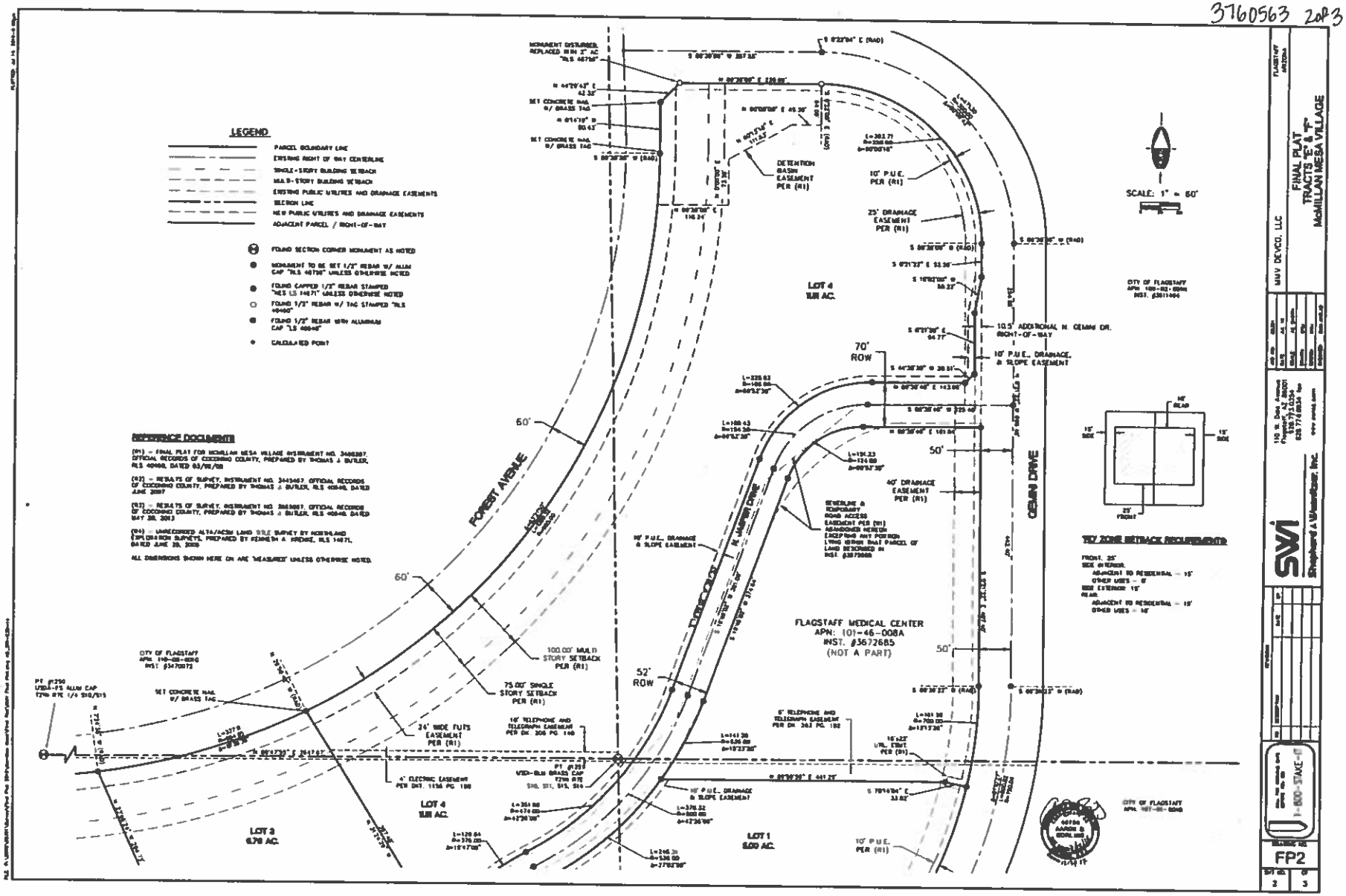
MAV DEVCO, LLC
FLAGSTAFF ARIZONA
FINAL PLAT
TRACTS 'E' AND 'F'
McMILLAN MESA VILLAGE

1-800-STAKE

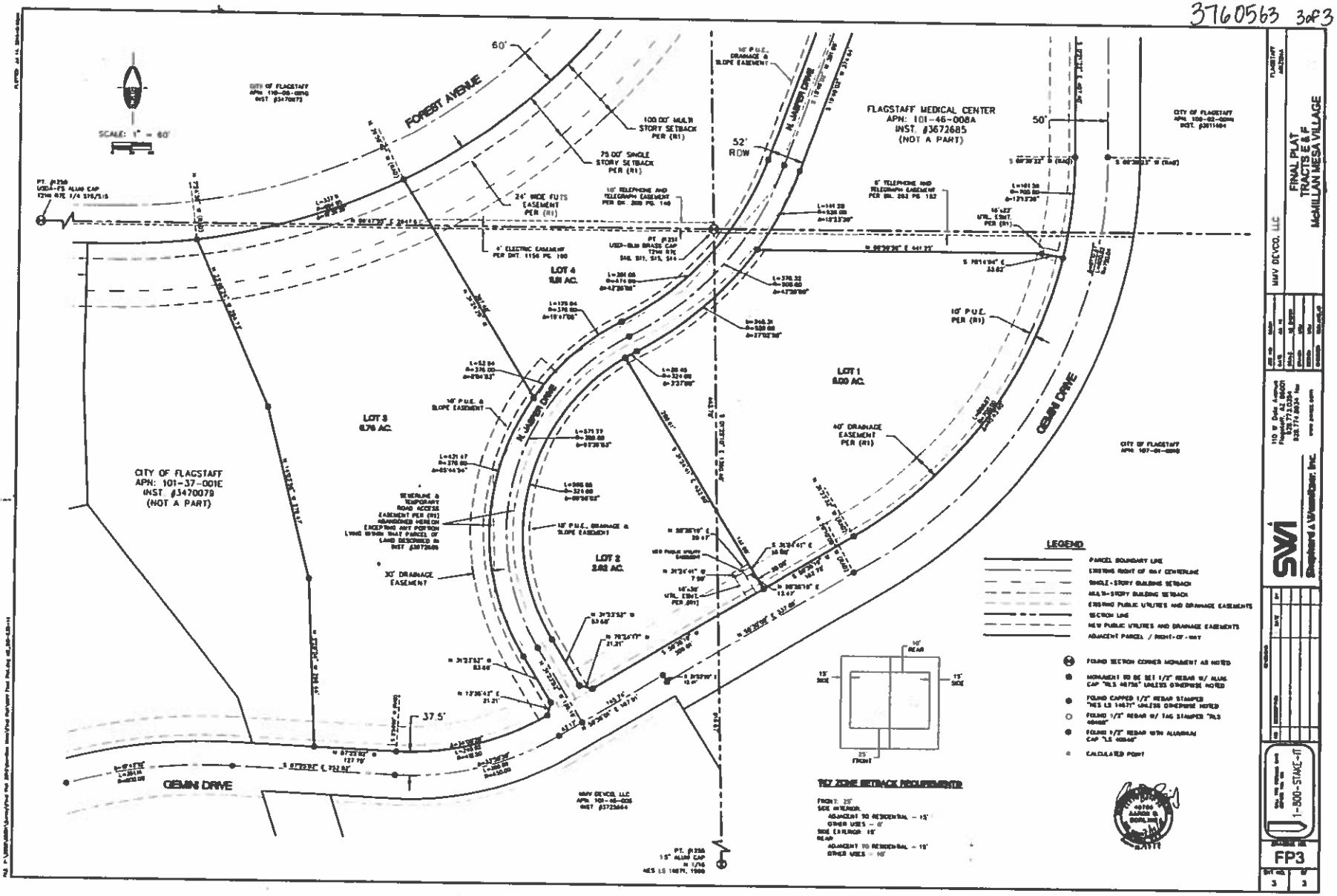
FP1

Official Records of Coconino County
3760563
Page 1 of 3

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3760563 3 of 3



3458287 1of4

CITY OF FLAGSTAFF
FINAL PLAT FOR
McMILLAN MESA VILLAGE

LOCATED WITHIN THE SE ¼ OF SECTION 10, SW ¼ OF SECTION 11,
NW ¼ OF SECTION 14, AND THE NE ¼ OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST,
GILA AND SALT RIVER BASE AND MEridian,
COCONINO COUNTY, FLAGSTAFF, ARIZONA

C.O.F. FILE NO. : DRB 06-052

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	LOT GEOMETRY
3	LOT GEOMETRY
4	LOT GEOMETRY

DEDICATION

STATE OF ARIZONA)
) SS.
COUNTY OF COCONINO)

KNOW ALL MEN BY THESE PRESENTS: That MAY DEVCO, LLC, (An Arizona limited liability company), as Owner, hereby publishes this plat as and for "McMillan Mesa Village," a subdivision of a portion of land situated in the SE ¼ of Section 10, SW ¼ of Section 11, NW ¼ of Section 14, and the NE ¼ of Section 15, Township 21 North, Range 7 East, in the Gila and Salt River Base and Meridian, Coconino County, Arizona, as shown and platted hereon, and hereby declares that said plat sets forth the locations and gives the dimensions and measurements of the parcels, lots, tracts, streets and easements constituting same and that each such parcel, lot, tract, street and easement shall be known by the number or name given to each, respectively.

The Owner hereby dedicates to McMillan Mesa Village Owners Association, Inc., an Arizona non-profit corporation, ("Association"), an easement over, under and across all those certain drainage and detention basin easements as depicted and described hereon for the purpose of constructing, operating, managing, repairing and maintaining the common drainage facilities necessary for the protection of the properties hereon from flooding and erosion.

The Owner additionally hereby dedicates to the City of Flagstaff:

1. all those certain public rights of way for Pine Cliff Drive, Conrad Drive, Forest Avenue and Turquoise Drive as named and shown hereon. Said public rights of way are dedicated for the purposes of public roadways, access, utilities and related improvements.
2. an easement over, under and across all those certain drainage and detention basin easements as depicted and described hereon for the purpose of protecting the public. This easement entitles the City to act as necessary to maintain drainage facilities in the event that the Owners Association fails to operate and/or maintain said drainage facilities appropriately. City shall not be construed to have a duty to act nor shall City assume the Owners Association's imposed obligations of maintenance of such facilities at its expense.
3. all public utility easements (P.U.E.) shown hereon for the benefit of all authorized utility companies for public utility and access purposes only.
4. a permanent Flagstaff Urban Trail System (F.U.T.S.) easement over, under and across those parcels as shown hereon. Where the location of the F.U.T.S. easement hereon is described by a centerline, the F.U.T.S. easement shall be 20-feet wide, 10-feet on each side of the described centerline.

IN WITNESS WHEREOF: MAY DEVCO, LLC, as said Owner, has hereunto caused its name to be signed.

Done in Scottsdale, Arizona, this 12th day of March, 2008.

MAY DEVCO, LLC, an Arizona limited liability company

By: Cavan Management Services, L.L.C., an Arizona limited liability company, its Manager

By: _____ (signature)
David V. Cavan
Its: Sole Member

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF Maricopa ss.

On this 12th day of March 2008, before me, the undersigned personally appeared, David V. Cavan, Sole Member of Cavan Management Services, L.L.C., an Arizona limited liability company, the Manager of MAY DEVCO, LLC, an Arizona limited liability company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF: I hereunto set forth my hand and official seal

Notary Public: Anne L. Sherrod

My Commission Expires: March 7, 2009

Acknowledged and Approved:

LENDER: RELIANCE BANK

By: DAVID CAVANAUGH (Name)
PRESIDENT - PARTNERSHIP (Title)

C C and Rs

THE DEDICATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR "MCMILLAN MESA VILLAGE" ARE TO BE RECORDED IN THE OFFICE OF THE COCONINO COUNTY RECORDER, COCONINO COUNTY, ARIZONA, AND HEREBY INCORPORATED AS A PART OF THIS PLAT.

RIGHT-OF-WAY DEDICATION

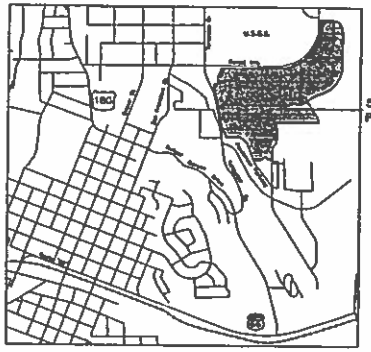
THE TOTAL AREA FOR ALL THOSE CERTAIN PUBLIC RIGHTS OF WAY DEDICATED TO THE CITY OF FLAGSTAFF UPON RECORDATION OF THIS PLAT IS 8.91 ACRES.

Easements & Setbacks Vacated per Book 3457 Page 3 Recorded at the Coconino Co. Recorder's Office

Basis of Bearings: N 89°51'13" E 2644.41 feet between found brass caps at the Southwest corner and the South quarter corner of Section 11, T21N, R7E, G&SRB&M

Monuments at Bearing Points: AS Stamped as shown

Basis of Elevations: Coconino County



VICINITY MAP
N.T.S.

FEMA DESIGNATION

THE PROJECT AREA IS ENTIRELY within ZONE C AS DESIGNATED BY FEMA FIRM'S 040020 0002C AND 040020 0007D. FEMA DESIGNATES ZONE C AS "AREAS OF MINIMAL FLOODING."

BENCH MARK

THE SITE BENCHMARK FOR THIS PROJECT IS A FOUND 3" BRASS CAP MONUMENT (CONTROL POINT #251) AT THE NORTHEAST CORNER OF SECTION 15 (C.O.F. POINT #720118). (NGVD 29) ELEVATION = 7,100.361 FEET

NOTE

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS within UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
A. REMOVABLE WOOD, WIRE, OR SECTION-TYPE FENCING
B. CONSTRUCTION, STRUCTURES, OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

CERTIFICATE OF LAND SURVEYOR

This is to certify that the survey of the property described and platted hereon was made under my direction and supervision and is accurately represented on the plat.
I also certify that the plat is in substantial conformance to the approved tentative plat and that this plat is correct and accurate as shown to the best of my knowledge and belief.

Registered Land Surveyor Thomas J. Burlin

Date 12/16/08

Expires 3/31/2010

BASIS OF BEARINGS AND COORDINATES

LINEAR UNIT: INTERNATIONAL FEET
GEODETIC DATUM: NAD 83 (2002.0)
VERTICAL DATUM: NGVD 29 (SEE BELOW)
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION PROJECTION (OS)

PROJECTION:
TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN: 35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN: 111° 37' 00" W
NORTHING AT GRID ORIGIN: 0.0 FT
EASTING AT CENTRAL MERIDIAN: 70,000 FT
CENTRAL MERIDIAN SCALE FACTOR: 1.0003333 (EXACT)

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODETIC NORTH. NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM CITY OF FLAGSTAFF CONTROL POINT 1720110 (NGVD 29) USING GPS WITH NGS GEOID MODEL "GEOID03". ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE PUBLISHED ELEVATION OF THIS STATION.

THE SURVEY WAS CONDUCTED USING GPS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). LOCAL NETWORK ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL, AND ARE BASED ON AN APPROPRIATELY CONSTRAINED LEAST-SQUARES ADJUSTMENT OF OVER-DETERMINED AND STATISTICALLY INDEPENDENT OBSERVATIONS.

BEARING AND DISTANCE BETWEEN CITY OF FLAGSTAFF POINT 1620000 AND 1720110: S 36° 51' 10" E 1,908.36 FT

POINT #31 (COF # 1620000)
NGS DISK IN CONCRETE STAMPED "FLAGSTAFF NGVD 1991" (FD0434)

LATITUDE = 35° 13' 53.84786" N	NORTHING = 78,170,783 FT	ESTIMATED ACCURACY
LONGITUDE =111° 38' 08.84146" W	EASTING = 64,801.353 FT	HORIZ = NOT ADJUSTED
ELLIPSOID HEIGHT = 7,038.836 FT	ELEVATION = 7,111.107 FT	VERT = NOT ADJUSTED

POINT #230 3" ALUM. CAP USGS/AFS 1996 RPE

LATITUDE = 35° 12' 38.45829" N	NORTHING = 78,711,776 FT	ESTIMATED ACCURACY
LONGITUDE =111° 38' 24.31348" W	EASTING = 63,001.238 FT	HORIZ = ±0.051 FT
ELLIPSOID HEIGHT = 6,908.348 FT	ELEVATION = 6,981.825 FT	VERT = ±0.081 FT

POINT #234 (COF # 1720118) "SITE BENCHMARK" 3" BRASS CAP USC&GS 1991

LATITUDE = 35° 12' 38.53433" N	NORTHING = 78,721,886 FT	ESTIMATED ACCURACY
LONGITUDE =111° 37' 52.41747" W	EASTING = 63,648.880 FT	HORIZ = ±0.048 FT
ELLIPSOID HEIGHT = 7,027.830 FT	ELEVATION = 7,100.361 FT	VERT = ±0.055 FT

POINT #1329 3" ALUM. CAP 1/4 S15-S16 2003 RLS 26409

LATITUDE = 35° 12' 11.84293" N	NORTHING = 77,007,898 FT	ESTIMATED ACCURACY
LONGITUDE =111° 37' 51.60653" W	EASTING = 63,715.853 FT	HORIZ = ±0.187 FT
ELLIPSOID HEIGHT = 6,932.443 FT	ELEVATION = 7,005.048 FT	VERT = ±0.101 FT

UTILITY COMPANY APPROVALS

Mark Montoya — ARIZONA PUBLIC SERVICE — 3-7-08 DATE
Eric Dixon — UNISOURCE ENERGY SERVICES — 3-6-08 DATE
[illegible] — QWEST COMMUNICATIONS — 3-4-08 DATE
[illegible] — COX CABLE — 3-7-08 DATE

CITY OF FLAGSTAFF APPROVALS

CITY OF FLAGSTAFF

It is hereby certified that this plat has been officially approved for the record by the Council of the City of Flagstaff, Coconino County, Arizona, on the 20 day of MARCH, 2008

BY: _____ Mayor
ATTEST: _____ City Clerk

It is hereby certified that this plat has been officially approved for the record by the Development Review Board of Flagstaff, Arizona, on the 31 day of January, 2008.

BY: _____ Chairperson
ATTEST: _____ City Engineer

RATIFICATION STATEMENT

The undersigned, on behalf of Reliance Bank, an Authorized Corporation, holding an interest in the real property herein described pursuant to that certain deed of trust and assignment of rents recorded in instrument number 3482429 records of Coconino County, Arizona, hereby ratifies this subdivision plat. The undersigned further agrees that on foreclosure, trustee's sale or exercise of any remedy under the instruments whereby the undersigned acquired its respective interest in the property shall extend, extinguish or otherwise affect the validity or applicability of this plat. The holder does consent to the dedication of roadways and granting of easements.

By: _____ Date: MAY 9 2008
(NAME)

DEVELOPER/OWNER:

MAY DEVCO, LLC c/o
CAVAN MANAGEMENT SERVICES, L.L.C.
15333 NORTH PIMA ROAD, SUITE 305
SCOTTSDALE, AZ 85260
(480) 627-7000

SURVEYOR:

SHEPHARD-WESNITZER, INC.
THOMAS J. BURLIN
110 WEST DALE AVE. SUITE 1
FLAGSTAFF, AZ 86001
(928)773-0354

ENGINEER:

SHEPHARD-WESNITZER, INC.
JOHN L. CARR
110 WEST DALE AVE. SUITE 1
FLAGSTAFF, AZ 86001
(928)773-0354

1-800-STAKE-IT

REVISIONS			
NO.	DESCRIPTION	DATE	BY

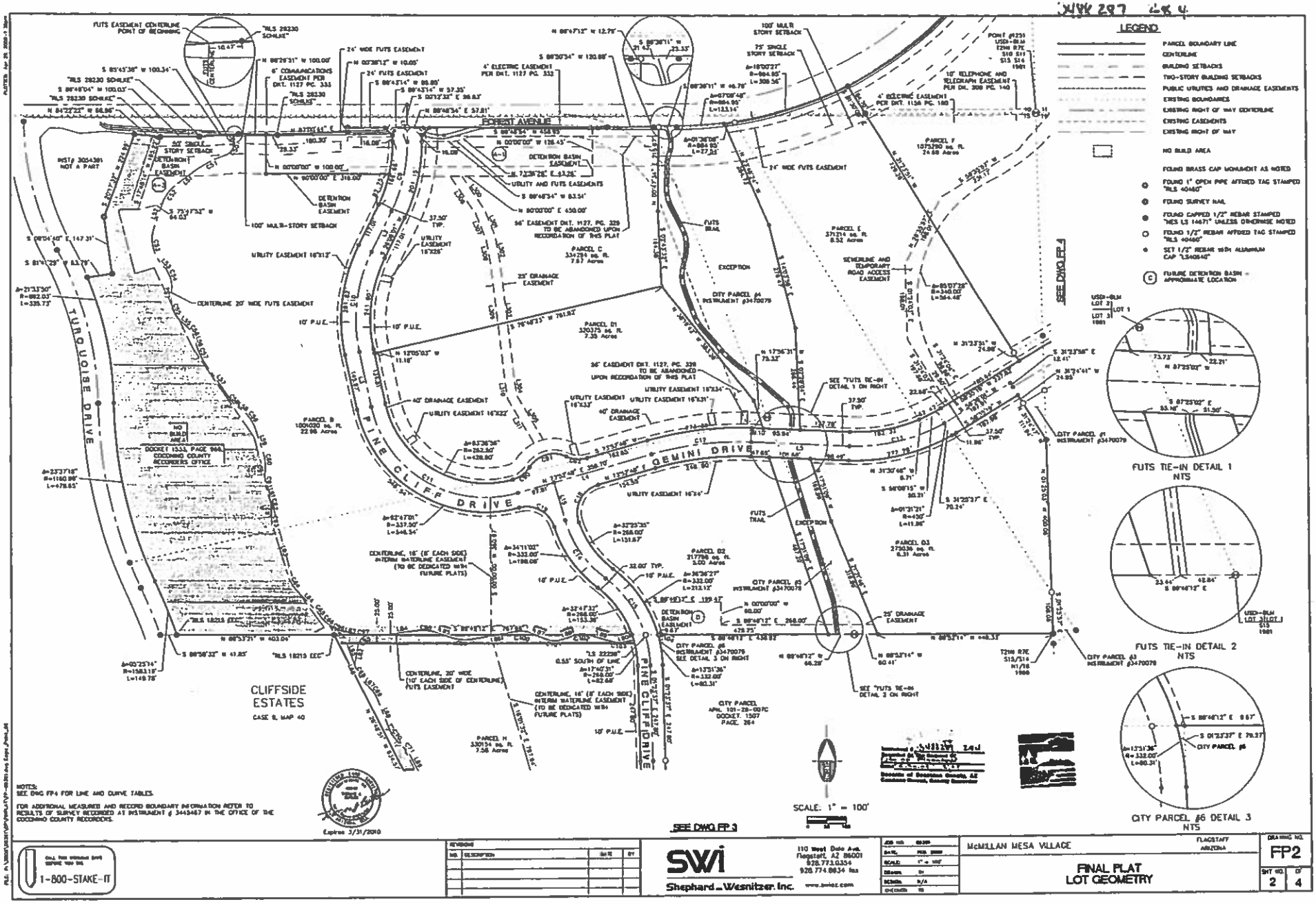
SWI Shephard-Wesnitzer, Inc.
110 West Dale Ave. Flagstaff, AZ 86001
928.773.0354 928.774.8834 fax www.swiaz.com

McMILLAN MESA VILLAGE — FLAGSTAFF ARIZONA

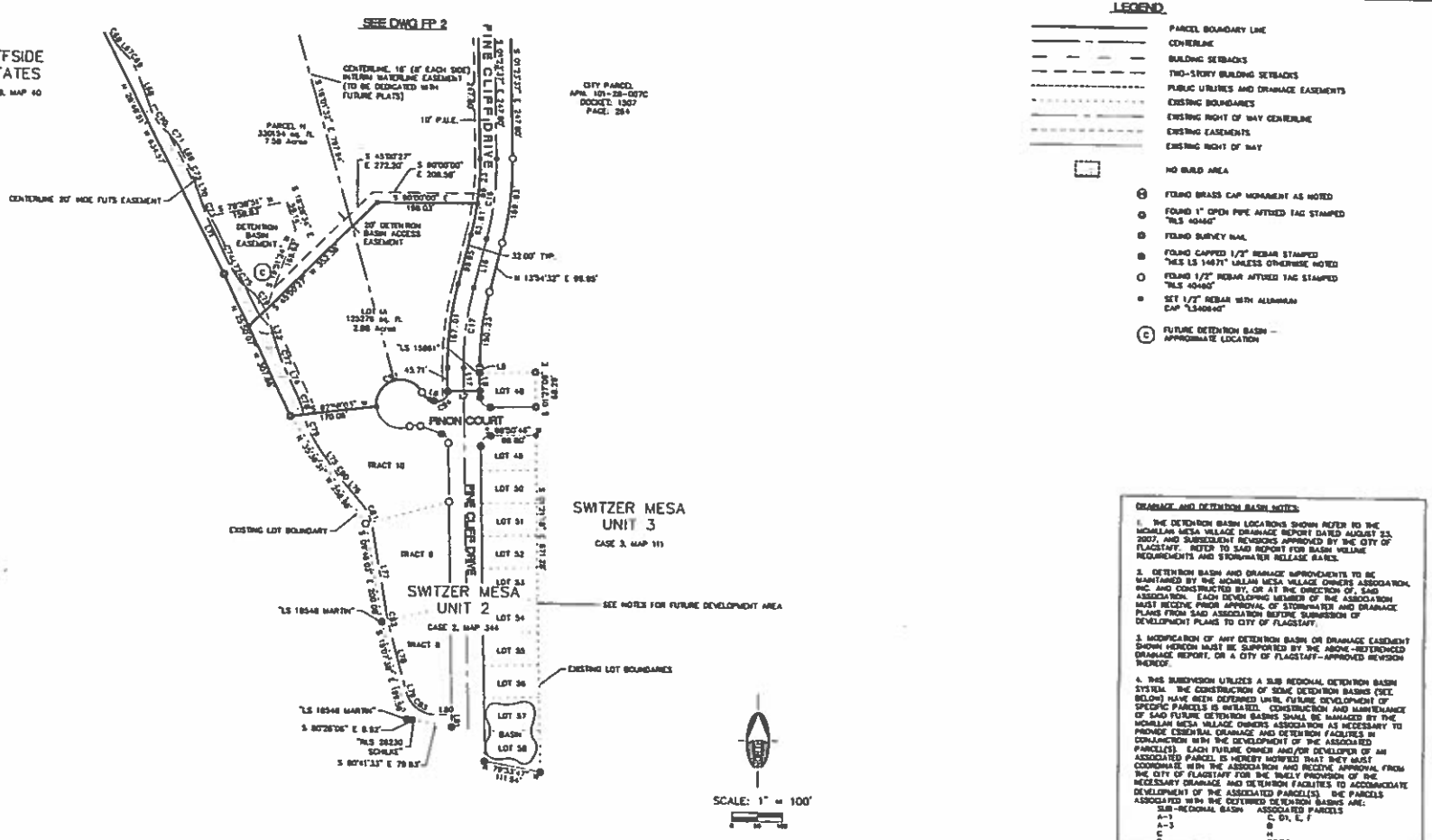
FINAL PLAT
COVER PAGE

DRAWING NO. FP1
SHT NO. 1 OF 4

Official Records of Coconino County, Book 3458 Page 287


LEGEND
PARCEL BOUNDARY LINE
CENTERLINE
BUILDING SETBACKS
TWO-STORY BUILDING SETBACKS
PUBLIC UTILITIES AND DRAINAGE EASEMENTS
EXISTING BOUNDARIES
EXISTING RIGHT OF WAY CENTERLINE
EXISTING EASEMENTS
EXISTING RIGHT OF WAY
NO BUILD AREA
FOUND BRASS CAP MONUMENT AS NOTED
FOUND 1" OPEN PIPE AFFIXED TAG STAMPED "RLS 40460"
FOUND SURVEY NAIL
FOUND CAPPED 1/2" REBAR STAMPED "NES LS 14671" UNLESS OTHERWISE NOTED
FOUND 1/2" REBAR AFFIXED TAG STAMPED "RLS 40460"
SET 1/2" REBAR WITH ALUMINUM CAP "LS40460"
FUTURE DETENTION BASIN - APPROXIMATE LOCATION
FORREST AVENUE
TURQUOISE DRIVE
PINE CLIFF DRIVE
GEMINI DRIVE
CLIFFSIDE ESTATES
CASE 9, MAP 40
SEE DWG FP 4
SEE DWG FP 3
FUTS TIE-IN DETAIL 1
NTS
FUTS TIE-IN DETAIL 2
NTS
CITY PARCEL #6 DETAIL 3
NTS
SCALE: 1" = 100'
NOTES:
SEE DWG FP4 FOR LINE AND CURVE TABLES.
FOR ADDITIONAL MEASURED AND RECORD BOUNDARY INFORMATION REFER TO RESULTS OF SURVEY RECORDED AT INSTRUMENT # 3445467 IN THE OFFICE OF THE COCONINO COUNTY RECORDERS.
Expires 3/31/2010
1-800-STAKE-IT
SWI
Shephard-Wesnitzer, Inc.
110 West Dale Ave.
Flagstaff, AZ 86001
928.773.0354
928.774.8834 fax
www.swiaz.com
McMILLAN MESA VILLAGE
FLAGSTAFF
ARIZONA
FINAL PLAT
LOT GEOMETRY
DRAWING NO.
FP2
SHT NO. 2
OF 4

3488287 3 of 4



LEGEND

- PARCEL BOUNDARY LINE
- CENTERLINE
- BUILDING SETBACKS
- TWO-STORY BUILDING SETBACKS
- PUBLIC UTILITIES AND DRAINAGE EASEMENTS
- EXISTING BOUNDARIES
- EXISTING RIGHT OF WAY CENTERLINE
- EXISTING EASEMENTS
- EXISTING RIGHT OF WAY
- NO BUILD AREA
- FOUND BRASS CAP MONUMENT AS NOTED
- FOUND 1" OPEN PIPE ATTACH TAG STAMPED "RLS 40460"
- FOUND SURVEY NAIL
- FOUND CAPPED 1/2" REBAR STAMPED "NES LS 14671" UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR ATTACH TAG STAMPED "RLS 40460"
- SET 1/2" REBAR WITH ALUMINUM CAP "LS40460"
- (E) FUTURE DETENTION BASIN – APPROXIMATE LOCATION

DRAINAGE AND DETENTION BASIN NOTES:

1. THE DETENTION BASIN LOCATIONS SHOWN REFER TO THE MCMILLAN MESA VILLAGE DRAINAGE REPORT DATED AUGUST 23, 2007, AND SUBSEQUENT REVISIONS APPROVED BY THE CITY OF FLAGSTAFF. REFER TO SAID REPORT FOR BASIN VOLUME REQUIREMENTS AND STORMWATER RELEASE RATES.

2. DETENTION BASIN AND DRAINAGE IMPROVEMENTS TO BE MAINTAINED BY THE MCMILLAN MESA VILLAGE OWNERS ASSOCIATION, INC. AND CONSTRUCTED BY, OR AT THE DIRECTION OF, SAID ASSOCIATION. EACH DEVELOPING MEMBER OF THE ASSOCIATION MUST RECEIVE PRIOR APPROVAL OF STORMWATER AND DRAINAGE PLANS FROM SAID ASSOCIATION BEFORE SUBMISSION OF DEVELOPMENT PLANS TO CITY OF FLAGSTAFF.

3. MODIFICATION OF ANY DETENTION BASIN OR DRAINAGE EASEMENT SHOWN HEREON MUST BE SUPPORTED BY THE ABOVE-REFERENCED DRAINAGE REPORT, OR A CITY OF FLAGSTAFF-APPROVED REVISION THEREOF.

4. THIS SUBDIVISION UTILIZES A SUB REGIONAL DETENTION BASIN SYSTEM. THE CONSTRUCTION OF SOME DETENTION BASINS (SEE BELOW) HAVE BEEN DEFERRED UNTIL FUTURE DEVELOPMENT OF SPECIFIC PARCELS IS INITIATED. CONSTRUCTION AND MAINTENANCE OF SAID FUTURE DETENTION BASINS SHALL BE MANAGED BY THE MCMILLAN MESA VILLAGE OWNERS ASSOCIATION AS NECESSARY TO PROVIDE ESSENTIAL DRAINAGE AND DETENTION FACILITIES IN CONJUNCTION WITH THE DEVELOPMENT OF THE ASSOCIATED PARCEL(S). EACH FUTURE OWNER AND/OR DEVELOPER OF AN ASSOCIATED PARCEL IS HEREBY NOTIFIED THAT THEY MUST COORDINATE WITH THE ASSOCIATION AND RECEIVE APPROVAL FROM THE CITY OF FLAGSTAFF FOR THE TIMELY PROVISION OF THE NECESSARY DRAINAGE AND DETENTION FACILITIES TO ACCOMMODATE DEVELOPMENT OF THE ASSOCIATED PARCEL(S). THE PARCELS ASSOCIATED WITH THE DEFERRED DETENTION BASINS ARE:

SUB-REGIONAL BASIN	ASSOCIATED PARCELS
A-3	C, D1, E, F
A-3	B
C	H
B	G2,D3

NOTES:
SEE DWG FP4 FOR LINE AND CURVE TABLES.

FOR ADDITIONAL MEASURED AND RECORD BOUNDARY INFORMATION REFER TO RESULTS OF SURVEY RECORDED AT INSTRUMENT # 3443467 IN THE OFFICE OF THE COCONINO COUNTY RECORDERS.

THE AREA SHOWN HEREON AND KNOWN AS SWITZER MESA, UNIT 2 IS FOR REFERENCE ONLY AND IS DESIGNATED FOR FUTURE DEVELOPMENT. A SEPARATE PLAT WILL BE PREPARED SHOWING THE DETAILS FOR THIS FUTURE DEVELOPMENT AREA.

Recorded at the request of Shepherd Wesnitzer, Inc.
Coconino County, Arizona
Deputy Recorder

CALL THE utility locate service 1-800-STAKE-IT

REVISIONS			
NO.	DESCRIPTION	DATE	BY

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

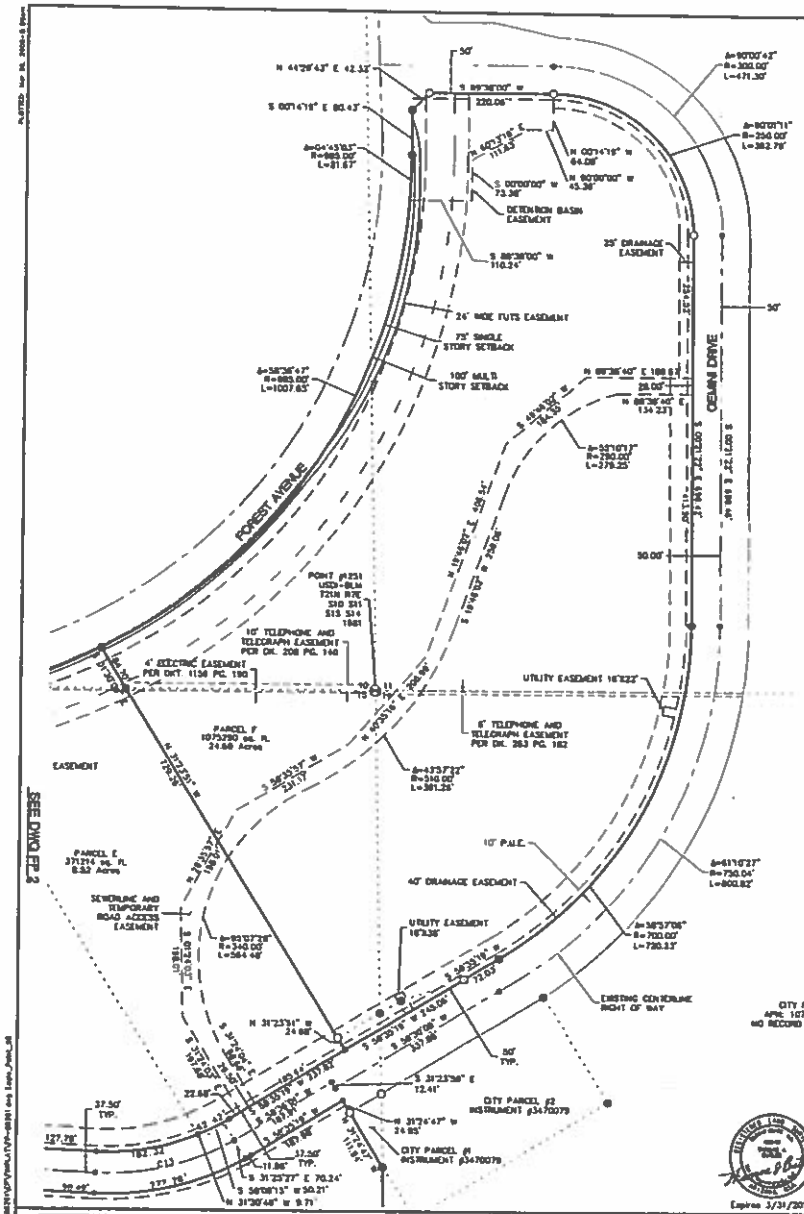
JOB NO.	05304
DATE	FEB. 2008
SCALE	1" = 100'
DRAWN	DH
DESIGN	R/A
CHECKED	TB

McMILLAN MESA VILLAGE — FLAGSTAFF ARIZONA

FINAL PLAT
LOT GEOMETRY

DRAWING NO. FP3
SHT NO. 3 OF 4

3488257 484



LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 00°17'22" E	85.93'
L2	S 39°09'01" W	117.08'
L3	S 12°02'03" E	145.97'
L4	N 73°57'46" E	261.86'
L5	S 87°23'02" E	253.62'
L6	N 71°17'27" W	18.34'
L7	N 88°38'57" E	64.08'
L8	S 01°36'33" E	35.39'
L9	N 00°18'34" W	16.18'
L10	N 14°07'13" W	109.35'
L11	S 17°54'32" W	98.05'
L12	S 01°17'23" E	45.58'
L13	S 44°48'53" W	28.28'
L14	N 45°11'20" W	28.21'
L15	S 02°03'17" W	20.08'
L16	S 33°38'17" W	127.17'
L17	S 18°04'53" W	61.64'
L18	S 41°46'51" E	9.31'
L19	S 00°29'44" W	27.62'
L20	S 17°41'13" E	16.26'
L21	S 15°29'39" E	111.00'
L22	S 34°38'40" E	108.88'
L23	S 52°26'48" E	12.84'
L24	S 17°48'34" E	67.12'
L25	S 01°55'17" W	54.38'
L26	S 15°58'18" E	36.04'
L27	S 00°00'00" E	24.48'
L28	S 18°38'29" E	138.97'
L29	S 43°16'30" E	67.61'
L30	S 19°55'49" E	78.13'
L31	S 19°55'49" E	4.29'
L32	S 45°08'16" E	13.77'
L33	S 71°16'16" E	177.98'
L34	S 26°48'51" E	140.23'
L35	S 19°13'00" E	83.36'
L36	S 23°13'28" E	80.25'
L37	S 39°48'48" E	78.78'
L38	S 18°04'48" E	78.04'
L39	S 22°28'30" E	60.47'
L40	S 35°06'49" E	63.31'
L41	S 46°39'23" E	64.90'
L42	S 08°46'53" E	184.87'
L43	S 13°07'30" E	143.08'
L44	N 13°07'30" W	10.89'
L45	N 86°36'51" E	30.06'
L46	S 09°23'31" E	19.27'
L47	N 10°36'31" E	53.77'
L48	N 80°00'00" E	10.00'
L49	N 82°26'41" E	76.71'
L50	S 71°17'39" E	47.82'
L51	N 80°17'18" E	172.62'
L52	S 67°36'21" E	30.85'
L53	N 71°13'05" E	61.04'
L54	S 75°46'54" E	71.31'
L55	N 78°48'53" E	78.34'
L56	S 34°23'46" E	109.87'
L57	S 71°36'19" E	75.34'
L58	S 10°23'27" E	78.88'
L59	S 08°46'40" E	294.85'
L60	S 81°37'39" E	46.37'
L61	S 30°21'21" E	133.32'
L62	S 34°23'46" E	108.35'
L63	S 31°36'15" E	70.08'
L64	S 10°23'27" E	73.34'
L65	S 08°46'40" E	294.41'
L66	S 81°37'39" E	24.38'
L67	S 30°21'21" E	133.77'

CURVE TABLE

NUMBER	DEFLECTION ANGLE	DEGREE OF CURVE - ARC	ARC LENGTH	TANGENT	RADIUS
C1	26°20'51"	11°19'26"	183.91	83.61	600.00
C10	38°13'04"	11°19'26"	266.61	138.59	600.00
C11	94°02'08"	19°05'54"	492.37	321.91	300.00
C12	18°43'10"	07°08'43"	261.16	131.74	800.00
C13	22°28'10"	12°32'37"	235.03	119.04	456.00
C14	39°44'38"	19°05'54"	207.15	86.73	300.00
C15	50°27'53"	19°05'54"	264.23	141.38	300.00
C16	15°16'16"	08°27'45"	161.38	81.17	605.50
C17	15°21'14"	08°38'16"	156.62	78.78	584.50
C18	03°18'53"	38°23'40"	172.19	78.47	75.00
C19	87°31'25"	76°23'40"	114.13	71.61	75.00
C20	71°30'13"	183°42'08"	63.68	35.20	35.00
C21	17°09'40"	19°05'54"	88.86	45.77	300.00
C22	34°34'29"	57°17'45"	60.36	31.12	100.00
C23	60°51'44"	57°17'45"	106.22	58.74	100.00
C24	44°07'34"	181°54'54"	53.91	28.37	70.00
C25	50°02'23"	71°37'11"	168.87	87.34	80.00
C26	37°20'48"	71°37'11"	65.16	33.20	80.00
C27	18°37'43"	32°44'28"	58.83	29.75	175.00
C28	17°48'06"	57°17'45"	31.07	15.66	100.00
C29	36°48'21"	57°17'45"	80.52	41.22	100.00
C30	19°37'11"	57°17'45"	34.26	17.27	100.00
C31	16°54'18"	105°42'54"	54.18	27.88	54.30
C32	13°50'17"	114°35'30"	13.80	7.00	30.00
C33	16°19'54"	71°39'16"	22.87	11.51	80.24
C34	24°38'36"	57°17'45"	42.78	21.73	100.00
C35	11°08'53"	71°37'11"	15.57	7.81	80.00
C36	31°34'16"	57°17'45"	53.68	28.58	100.00
C37	44°08'28"	114°35'30"	38.48	20.38	30.00
C38	29°10'30"	57°17'45"	43.84	22.33	100.00
C39	23°30'00"	57°17'45"	41.00	20.80	100.00
C40	28°38'29"	57°17'45"	50.00	25.56	100.00
C41	29°04'54"	57°17'45"	47.03	24.33	105.00
C42	07°18'47"	57°17'45"	12.79	6.36	100.00
C43	00°40'15"	57°17'45"	0.80	0.80	100.00
C44	00°36'29"	57°17'45"	0.79	0.90	100.00
C45	23°00'54"	57°17'45"	40.13	20.35	100.00
C46	35°43'54"	57°17'45"	62.40	32.26	100.00
C47	07°33'44"	28°38'53"	26.40	13.22	200.00
C48	11°36'31"	28°38'53"	40.52	20.33	200.00
C49	71°31'45"	28°38'53"	76.76	37.91	200.00
C50	05°17'48"	57°17'45"	15.08	9.55	100.00
C51	30°53'20"	57°17'45"	53.91	27.83	100.00
C52	00°21'30"	57°17'45"	19.35	9.68	100.00
C53	79°15'39"	89°25'30"	78.88	47.10	80.00
C54	61°48'21"	76°23'40"	54.73	28.66	75.00
C55	82°48'58"	76°23'40"	108.41	66.14	75.00
C56	41°29'35"	76°23'40"	54.31	28.35	75.00
C57	136°00'38"	118°31'38"	132.37	247.08	48.00
C58	111°18'49"	298°28'44"	38.86	29.27	70.00
C59	81°38'29"	190°59'08"	67.48	25.88	30.00
C60	11°01'40"	57°17'45"	22.76	11.47	100.00
C61	20°10'21"	19°05'54"	106.42	53.77	300.00
C62	28°01'53"	57°17'45"	65.43	33.12	100.00
C63	39°21'16"	57°17'45"	68.68	35.36	100.00
C100	32°04'29"	114°35'30"	27.98	14.33	50.00
C101	41°08'36"	114°35'30"	35.90	18.77	50.00
C102	35°02'52"	114°35'30"	30.57	15.78	50.00
C103	29°29'13"	114°35'30"	25.88	13.13	50.00
C104	49°47'21"	114°35'30"	43.45	23.20	50.00

LEGEND

- PARCEL BOUNDARY LINE
- CENTERLINE
- BUILDING SETBACKS
- TWO-STORY BUILDING SETBACKS
- PUBLIC UTILITIES AND DRAINAGE EASEMENTS
- EXISTING BOUNDARIES
- EXISTING RIGHT OF WAY CENTERLINE
- EXISTING EASEMENTS
- EXISTING RIGHT OF WAY
- NO BUILD AREA
- FOUND BRASS CAP MONUMENT AS NOTED
- FOUND 1" OPEN PIPE AFFIXED TAG STAMPED "RLS 40446"
- FOUND SURVEY NAIL
- FOUND CAPPED 1/2" REBAR STAMPED "MES LS 14671" UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR AFFIXED TAG STAMPED "RLS 40446"
- SET 1/2" REBAR WITH ALUMINUM CAP "LS40446"
- FUTURE DETENTION BASIN - APPROXIMATE LOCATION

NOTE:
FOR ADDITIONAL MEASURED AND RECORD BOUNDARY INFORMATION REFER TO RESULTS OF SURVEY RECORDED AT INSTRUMENT # 3445467 IN THE OFFICE OF THE COCONINO COUNTY RECORDERS.

SCALE: 1" = 100'

Expires 3/31/2010

1-800-STAKE-II

REVISIONS			
NO.	DESCRIPTION	DATE	BY

SWI
Shephard Wesnitzer, Inc.
110 West Dale Ave.
Flagstaff, AZ 86001
928.773.0354
928.774.8834 fax
www.swiaz.com

JOB NO.	05304
DATE	FEB 2006
SCALE	1" = 100'
DRAWN BY	DH
DESIGN	N/A
CHECKED	TW

McMILLAN MESA VILLAGE
FLAGSTAFF ARIZONA

FINAL PLAT
LOT GEOMETRY

DRAWING NO. FP4
SHT NO. 4 OF 4

PLOTTED: Feb 11, 2019 - 5:20pm

ALTA/NSPS
LAND TITLE SURVEY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10,
AND THE NORTHEAST QUARTER OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN, CITY OF FLAGSTAFF,
COCONINO COUNTY, ARIZONA

LEGAL DESCRIPTION

PER COMMITMENT FOR TITLE INSURANCE ORDER NO. A-102920 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: JANUARY 11, 2019 AT 5:00 P.M.

A portion Lot 3 as shown on the Final Plat of McMillan Mesa Village Tracts E and F, Instrument Number 3760563, Official Records of Coconino County, lying within Sections 10, 11, 14 and 15, Township 21 North, Range 7 East, of the Gila Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said Lot 3, said point being in common with the northerly Right-of-Way line of North Gemini Drive as shown on Instrument recorded in Instrument 3760563, Official Records of Coconino County (herein referred to as RI) and the TRUE POINT OF BEGINNING;

Thence along the west line of said Lot 3, North 02 degrees 28 minutes 04 seconds West, 266.44 feet (Basis of Bearing, RI);

Thence continuing along said west line, North 14 degrees 03 minutes 56 seconds West, 189.23 feet;

Thence leaving said west line, North 87 degrees 33 minutes 19 seconds East, 346.58 feet to a point on the westerly Right-of-Way line of North Jasper Drive as shown on RI, and the beginning of a non-tangent curve concave to the east having a radius of 376.00 feet and being subtended by a chord which bears South 06 degrees 15 minutes 21 seconds East, 319.50 feet;

Thence along said Right-of-Way line, and southerly along said curve, 329.99 feet through a central angle of 50 degrees 17 minutes 03 seconds;

Thence continuing along said Right-of-Way line, South 31 degrees 23 minutes 52 seconds East, 83.69 feet;

Thence leaving said Right-of-Way line, South 13 degrees 35 minutes 43 seconds West, 21.21 feet to a point on the northerly Right-of-Way line of North Gemini Drive as shown on RI, and the beginning of a non-tangent curve concave to the north having a radius of 412.50 feet and being subtended by a chord which bears South 75 degrees 30 minutes 14 seconds West, 242.29 feet;

Thence along said Right-of-Way line, and westerly along said curve, 245.92 feet through a central angle of 34 degrees 09 minutes 28 seconds;

Thence continuing along said Right-of-Way line, North 87 degrees 25 minutes 02 seconds West, 127.78 feet to the TRUE POINT OF BEGINNING.



VICINITY MAP (Not to scale)

COORDINATE SYSTEM DETAILS

LINEAR UNIT: INTERNATIONAL FEET
GEODETIC DATUM: NAD 83 (2011)
VERTICAL DATUM: NAVD 88 (SEE BELOW)
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION PROJECTION

PROJECTION:
TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN: 35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN: 111° 37' 00" W
NORTHING AT GRID ORIGIN: 0.0 FT
EASTING AT CENTRAL MERIDIAN: 70,000 FT
CENTRAL MERIDIAN SCALE FACTOR: 1.000333 (EXACT)

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODETIC NORTH. NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM NGS CONTROL POINT 'AZFL' (CORS NAVD 88) USING GPS WITH NGS GEOID MODEL "GEOID12A (CONUS)". ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE PUBLISHED ELEVATION OF THIS STATION.

THE SURVEY WAS CONDUCTED USING GPS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). LOCAL NETWORK ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL AND ARE BASED ON AN APPROPRIATELY CONSTRAINED LEAST-SQUARES ADJUSTMENT OF STATISTICALLY INDEPENDENT OBSERVATIONS.

POINT # 4251 3" BRASS CAP USDI-BLM 1981
LATITUDE = N35°12'38.55632" NORTHING = 76721.086 FT ESTIMATED ACCURACY
LONGITUDE = W111°37'52.41747" EASTING = 76721.086 FT HORIZ = ±0.051 FT
ELLIPSOID HEIGHT = 7027.83 FT ELEVATION = 7100.402 FT VERT = ±0.061 FT

POINT # 4000 2" ALUMINUM CAP "COF 40321"
LATITUDE = N35°12'36.86546" NORTHING = 65519.087 FT ESTIMATED ACCURACY
LONGITUDE = W111°37'53.98090" EASTING = 76550.088 FT HORIZ = ±0.048 FT
ELLIPSOID HEIGHT = 7017.788 FT ELEVATION = 7090.321 FT VERT = ±0.069 FT

POINT # 3068 NAIL IN CONCRETE
LATITUDE = N35°12'38.27311" NORTHING = 76692.569 FT ESTIMATED ACCURACY
LONGITUDE = W111°38'02.11052" EASTING = 64844.278 FT HORIZ = ±0.036 FT
ELLIPSOID HEIGHT = 6998.673 FT ELEVATION = 7071.189 FT VERT = ±0.054 FT

SCHEDULE B ITEMS

THE FOLLOWING LIST CONSISTS OF THE SCHEDULE B EXCEPTIONS PER COMMITMENT FOR TITLE INSURANCE ORDER NO. A-102920 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: JANUARY 11, 2019 AT 5:00 P.M.

ITEM NO.	BOOK/PAGE	DESCRIPTION	LOCATION
1	N/A	CURRENT OR PRIOR TAX ASSEMENT	N/A
2	N/A	INTENTIONALLY DELETED	N/A
3	N/A	TAXES/ASSESMENTS 2018	N/A
4	N/A	LIABILITIES AND OBLIGATION	N/A
5	N/A	RESERVATIONS AND EXCEPTIONS	N/A
6	N/A	WATER RIGHTS	N/A
7	DOCKET 1156, PAGE 190	ELECTRICAL LINE EASEMENT	AS SHOWN
8	DOCKET 1531, PAGE 90	PUBLIC ROW EASEMENT	CURRENTLY A PORTION OF EXISTING GEMINI DRIVE
9	INST. #3084268, 3087622, 3120952 3376524, 3470071, 3582684, 3672665, 3761162	RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES, OBLIGATIONS	N/A
10	INST. #3220486, 3480611, 3529585, 3582684	RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES, OBLIGATIONS	N/A
11	INST. #3432671	DEVELOPMENT AGREEMENT	N/A
12	INST. #3488287, 3514405	EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS	AS SHOWN
13	INST. #3488288	CITY/SUBDIVIDER AGREEMENT	N/A
14	INST. #3488289, 2485980, 3582684, 3672665, 3725664	RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES, OBLIGATIONS	N/A
15	INST. # 3488289, 3485979	INTENTIONALLY DELETED	N/A
16	INST. #3760562	CITY/SUBDIVIDER AGREEMENT	N/A
17	INST. # 3760563	EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS	AS SHOWN
18	N/A	RIGHTS OF PARTIES IN POSSESSION	N/A
19	N/A	ALTA SURVEY DATED 4/19/2018	REFERENCE DOCUMENT, SHEET 2
20	INST. #3828885	COMBINATION/SPLIT REQUEST	AS SHOWN
21	N/A	2019 TAXES AND ASSESSMENTS	N/A

ZONING CLASSIFICATION

RESEARCH AND DEVELOPMENT (RD)
CITY OF FLAGSTAFF LAND DEVELOPMENT CODE SEC. 10-40.30.025 (RD)

-SETBACK FRONT
(MIN.): 25'

-SETBACK REAR
ADJACENT TO RESIDENTIAL(MIN.): 15'
ALL OTHER USES(MIN.): 10'

-SETBACK SIDE
ADJACENT TO RESIDENTIAL(MIN.): 15'
ALL OTHER USES(MIN.): 0'
EXTERIOR (MIN.) 15'

-BUILDING HEIGHT (MAX.): 60'
-COVERAGE (MAX.): 25%
-GROSS FAR (MAX.): 0.5
-LOT REQUIREMENTS
AREA GROSS (MIN.): 20,000 SF
WIDTH (MIN.): 75'
DEPTH (MIN.): --

FLOOD ZONE CLASSIFICATION

ZONE 'X' - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

(PER FEMA FLOOD INSURANCE RATE MAP NUMBER 04005C6809G, EFFECTIVE DATE 9-03-2010).

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER - NOTES, LEGAL DESCRIPTION
2	SUBJECT PARCEL GEOMETRY
3	TOPOGRAPHIC FEATURES

NOTES:

AS TO THE TITLE MATTERS SHOWN HEREON, SHEPHARD-WESNITZER, INC. HAS RELIED ON THE COMMITMENT FOR TITLE INSURANCE ORDER NO. A-102920 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: JANUARY 11, 2019 AT 5:00 P.M.

SHEPHARD-WESNITZER, INC. AND AARON D. BORLING, RLS, MAKES NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE SUBJECT COMMITMENT FOR TITLE INSURANCE.

AS FOR THE BOUNDARY INFORMATION SHOWN HEREON, SHEPHARD-WESNITZER, INC. HAS RELIED ON RECORD INFORMATION PROVIDED IN THE COMMITMENT FOR TITLE INSURANCE ORDER NO. A-102920 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: JANUARY 11, 2019 AT 5:00 P.M.

NO OTHER REFERENCE INFORMATION NOT LISTED IN THE CURRENT TITLE REPORT OR SHOWN HEREON WAS RESEARCHED, REFERENCED, OR MADE A PART OF THIS SURVEY.

TOPOGRAPHIC INFORMATION SHOWN HEREON WAS OBTAINED BY SHEPHARD-WESNITZER, INC. IN JANUARY 2018. UTILITY LOCATIONS SHOWN HEREON ARE BASED ON THE LOCATION OF ABOVE-GROUND APPURTENANCES, AVAILABLE UTILITY BLUE-STAKE MARKINGS, AND CITY OF FLAGSTAFF GIS UTILITY MAPS. FOR ACCURATE UTILITY LOCATIONS, ADDITIONAL UTILITY POT-HOLING AND/OR BLUE-STAKING MAY BE REQUIRED TO REVEAL ACTUAL UNDERGROUND LOCATIONS.

THE SUBJECT PROPERTY HAS DIRECT ACCESS TO N. JASPER DRIVE AND N. GEMINI DRIVE, A PUBLIC RIGHT-OF-WAY AS SHOWN.

NO ENCROACHMENTS ONTO THE SUBJECT PROPERTY WERE OBSERVED DURING THE COURSE OF THIS SURVEY.

LAND SURVEYOR CERTIFICATE:

TO: FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 6, 7(a), 7(b)(1), 7(c), 8, 11, 13 FROM TABLE A THEREOF. THE FILED WORK WAS COMPLETED IN APRIL, 2018.

DATE OF PLAT OR MAP: 2-11-2019

Aaron D. Borling, RLS 48756

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

REVISIONS			
NO.	DESCRIPTION	DATE	BY

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

JOB NO:	18051
DATE:	2-11-2019
SCALE:	AS SHOWN
DRAWN:	MJR
DESIGN:	
CHECKED:	ADB

HIGHGATE FLAGSTAFF
FLAGSTAFF, ARIZONA

ALTA/NSPS LAND TITLE SURVEY
APN: 101-46-012A

REGISTERED LAND SURVEYOR AARON D. BORLING 48756 ARIZONA U.S.A. Expires 12/31/19

DRAWING NO. A1

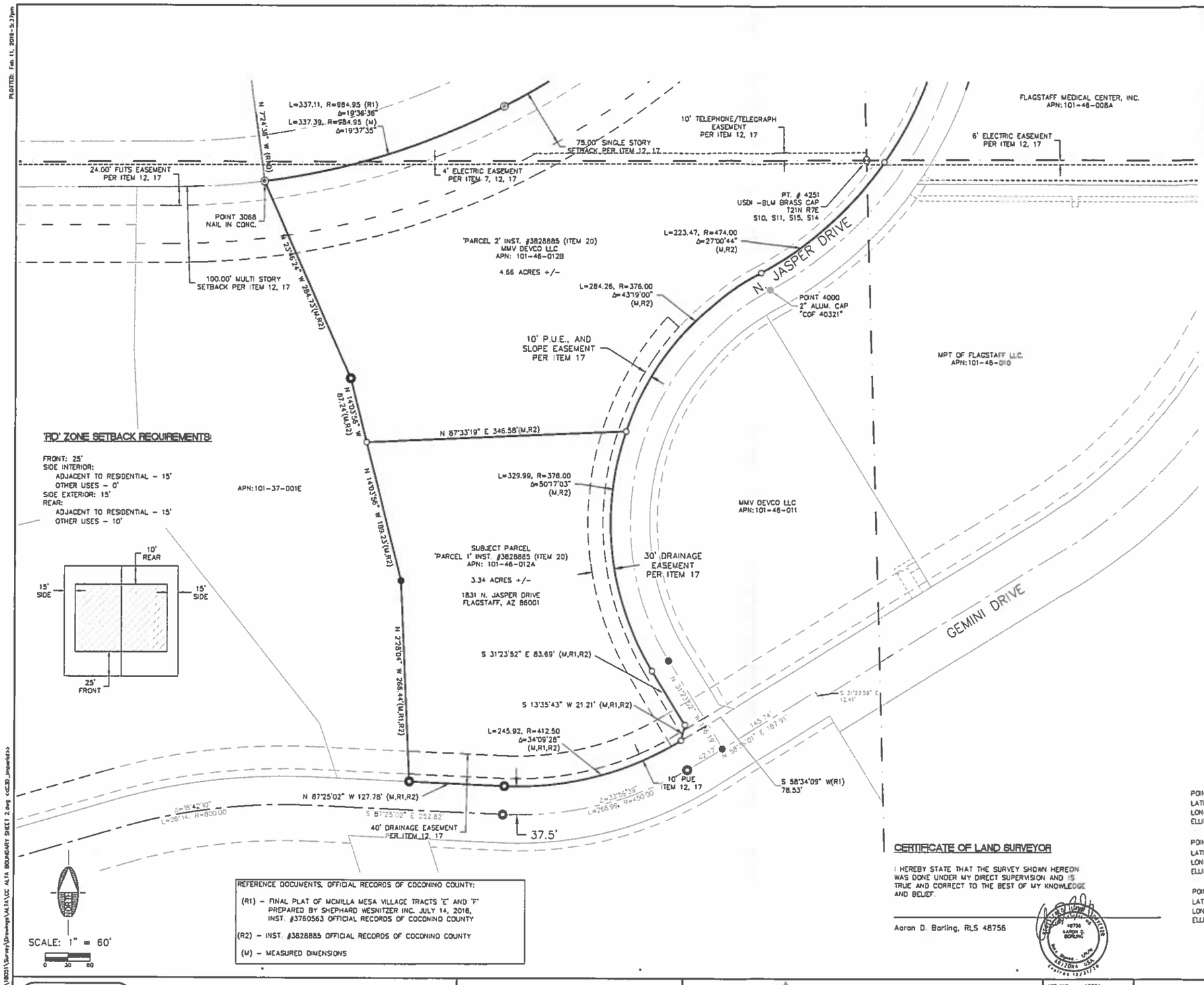
SHT NO. 1 OF 3

FILE: P:\2018\18051\Survey\Drawings\ALTA\DWGS\ SHEET.dwg <<3D_Layout>>

PLOTTED: Feb 11, 2019 - 2:37pm

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, AND THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST GILA AND SALT RIVER MERIDIAN, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA



REFERENCE DOCUMENTS, OFFICIAL RECORDS OF COCONINO COUNTY:

(R1) - FINAL PLAT OF MCMILLA MESA VILLAGE TRACTS 'E' AND 'F' PREPARED BY SHEPHARD WESNITZER INC. JULY 14, 2016, INST. #3760563 OFFICIAL RECORDS OF COCONINO COUNTY

(R2) - INST. #3828885 OFFICIAL RECORDS OF COCONINO COUNTY

(M) - MEASURED DIMENSIONS

LEGEND

- PARCEL BOUNDARY LINE
- EASEMENTS AS NOTED
- SECTION LINE
- SETBACK AS NOTED
- SETBACK AS NOTED
- ADJACENT PARCEL / RIGHT-OF-WAY
- CENTERLINE

- FOUND SECTION CORNER MONUMENT AS NOTED
- FOUND 2" ALUMINUM CAP "SWI 40640"
- FOUND 2" ALUMINUM CAP "COF 40321" UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR W/ TAG STAMPED "RLS 40460"
- FOUND SURVEY NAIL
- SET 1/2" REBAR W/ ALUM. CAP "RLS 48756"

COORDINATE SYSTEM DETAILS

LINEAR UNIT:	INTERNATIONAL FEET
GEODETIC DATUM:	NAD 83 (2011)
VERTICAL DATUM:	NAVD 88 (SEE BELOW)
SYSTEM:	CITY OF FLAGSTAFF LOW DISTORTION PROJECTION

PROJECTION:
TRANSVERSE MERCATOR

LATITUDE OF GRID ORIGIN:	35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN:	111° 37' 00" W
NORTHING AT GRID ORIGIN:	0.0 FT
EASTING AT CENTRAL MERIDIAN:	70,000 FT
CENTRAL MERIDIAN SCALE FACTOR:	1.000333 (EXACT)

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODETIC NORTH. NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM NGS CONTROL POINT 'AZFL' (CORS NAVD 88) USING GPS WITH NGS GEOID MODEL "GEOID12A (CONUS)". ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE PUBLISHED ELEVATION OF THIS STATION.

THE SURVEY WAS CONDUCTED USING GPS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). LOCAL NETWORK ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL AND ARE BASED ON AN APPROPRIATELY CONSTRAINED LEAST-SQUARES ADJUSTMENT OF STATISTICALLY INDEPENDENT OBSERVATIONS.

POINT # 4251 3" BRASS CAP USDI-BLM 1981

LATITUDE = N35°12'38.55632"	NORTHING = 76721.086 FT	ESTIMATED ACCURACY
LONGITUDE = W111°37'52.41747"	EASTING = 76721.086 FT	HORIZ = ±0.051 FT
ELLIPSOID HEIGHT = 7027.83 FT	ELEVATION = 7100.402 FT	VERT = ±0.061 FT

POINT # 4000 2" ALUMINUM CAP "COF 40321"

LATITUDE = N35°12'36.86546"	NORTHING = 65519.087 FT	ESTIMATED ACCURACY
LONGITUDE = W111°37'53.98090"	EASTING = 76550.088 FT	HORIZ = ±0.046 FT
ELLIPSOID HEIGHT = 7017.788 FT	ELEVATION = 7090.321 FT	VERT = ±0.069 FT

POINT # 3068 NAIL IN CONCRETE

LATITUDE = N35°12'38.27311"	NORTHING = 76692.569 FT	ESTIMATED ACCURACY
LONGITUDE = W111°38'02.11052"	EASTING = 64844.278 FT	HORIZ = ±0.036 FT
ELLIPSOID HEIGHT = 6998.673 FT	ELEVATION = 7071.189 FT	VERT = ±0.054 FT

CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Aaron D. Borling, RLS 48756

STATE OF ARIZONA — 48756 — AARON D. BORLING — Not Valid Without Signature — REGISTERED LAND SURVEYOR — EXPIRES 12/31/19

CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-STAKE-IT

NO.	DESCRIPTION	DATE	BY

Shephard Wesnitzer, Inc.

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

JOB NO:	18051
DATE:	2-11-2019
SCALE:	1"=80'
DRAWN:	MJR
DESIGN:	
CHECKED:	ADB

HIGHGATE FLAGSTAFF — FLAGSTAFF, ARIZONA

ALTA/NSPS LAND TITLE SURVEY
APN: 101-46-012

DRAWING NO. A2

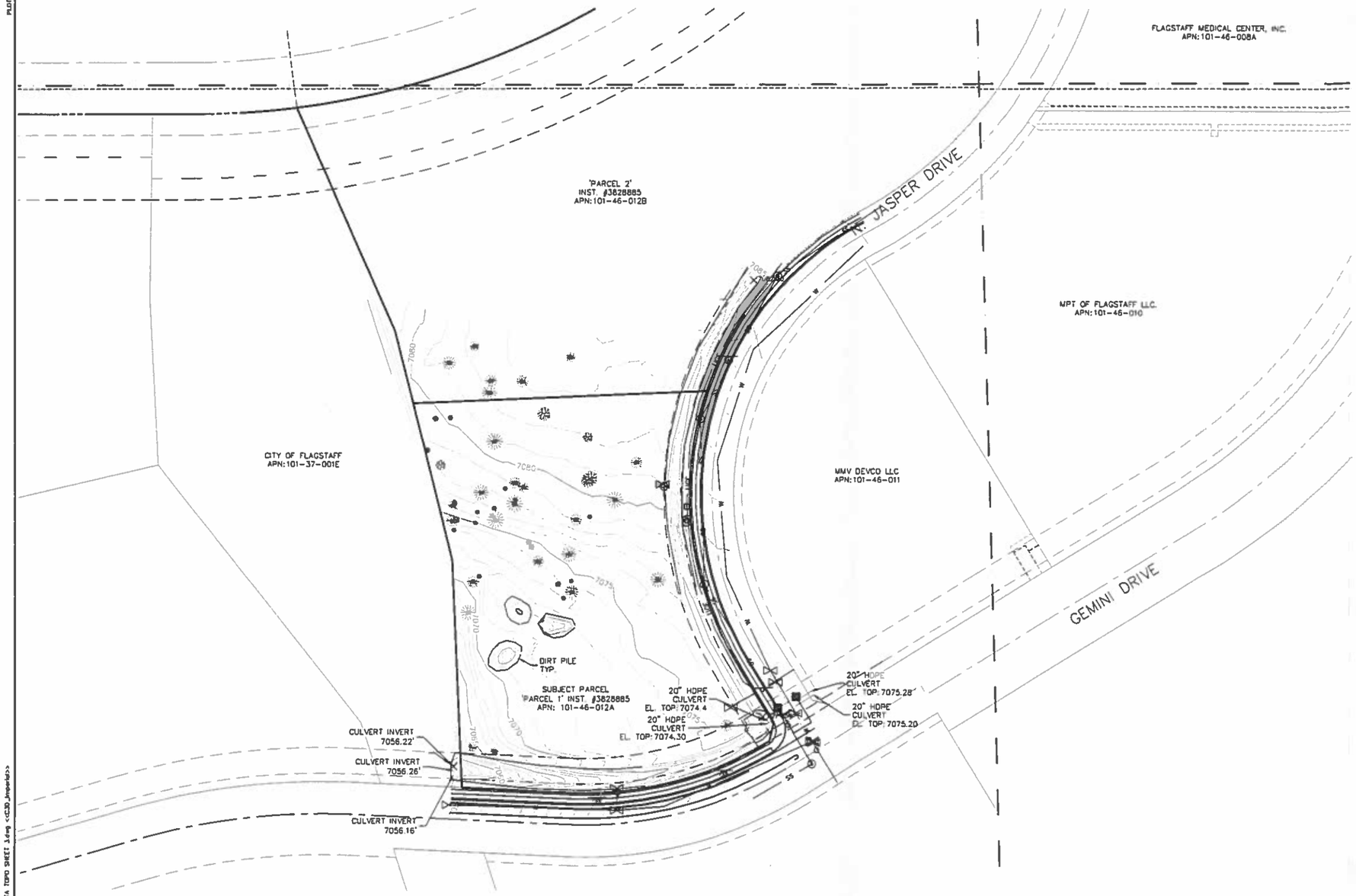
SHT NO. 2 OF 3

FILE: P:\2018\18051\Survey\Drawings\ALTA\CC ALTA BOUNDARY SHEET 2.dwg <<CED_project>>

PLOTTED: Feb 11, 2018 - 5:40pm

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10,
AND THE NORTHEAST QUARTER OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN, CITY OF FLAGSTAFF,
COCONINO COUNTY, ARIZONA



LEGEND

- CONTOUR LINES
- PARCEL BOUNDARY LINE
- EDGE OF ASPHALT
- EDGE OF CURB/GUTTER
- EDGE OF CONCRETE
- CENTERLINE
- EDGE OF BUILDING
- UE — UNDERGROUND ELECTRIC LINE
- G — UNDERGROUND GAS LINE
- W — WATER LINE
- SS — SANITARY SEWER LINE
- PAINT STRIPE
- (S) SEWER MANHOLE TOP
- SEWER VALVE
- WATER VALVE
- (Te) TELEPHONE RISER
- (G) GAS RISER
- (Tr) ELECTRIC TRANSFORMER
- (Pu) ELECTRIC PULLBOX
- SIGN
- FIRE HYDRANT
- CATCH BASIN/GRATE
- PINE TREE
- JUNIPER TREE

SCALE: 1" = 60'

0 30 60

CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Aaron D. Borling, RLS 48756

48756 AARON D. BORLING ARIZONA USA Expires 12/31/19

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

NO.	DESCRIPTION	DATE	BY

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

JOB NO:	18051
DATE:	2-11-2018
SCALE:	1"=60'
DRAWN:	MJR
DESIGN:	
CHECKED:	ADB

HIGHGATE FLAGSTAFF — FLAGSTAFF, ARIZONA

ALTA/NSPS LAND TITLE SURVEY
APN: 101-46-012

DRAWING NO. A3

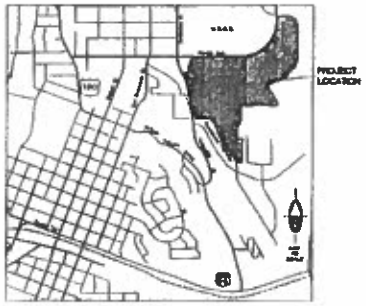
SHT NO 3 OF 3

FILE: P:\2018\18051\Survey\Drawings\ALTA\ALTA TOPO SHEET 3.dwg <<3D Imperial>>

CITY OF FLAGSTAFF

McMillan Mesa Village
Natural Resource Protection Plan
COVER PAGE

LOCATED WITHIN THE NE ¼ OF SECTION 10,
THE NW ¼ OF SECTION 14, THE SE ¼ OF SECTION 10,
AND THE SW ¼ OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 7 EAST GILA
AND SALT RIVER BASE AND MERIDIAN
FLAGSTAFF, ARIZONA, COCONINO COUNTY



VICINITY MAP

OWNER/DEVELOPER:
Crown Opportunity Fund, L.L.C.
15333 North Pima Road, Suite 305
Scottsdale, Arizona 85260
(480) 627-7000

SURVEYOR:
Shepherd-Wesnitzer, Inc.
Thomas J. Butler
110 West Dale Avenue, Suite 1
Flagstaff, Arizona 86001
(928) 283-1081

ENGINEERS:
Shepherd-Wesnitzer, Inc.
Guy Zeigler, PE
110 West Dale Avenue, Suite 1
Flagstaff, Arizona 86001
(928) 283-1081

DAC Consulting, Inc.
Dennis Alan Cole, PE, RLS
9566 E. Sutton Drive
Scottsdale, Arizona 85260
(602) 628-2346

TABLE OF CONTENTS

Sheet	Title	Description
1	Cover Page	
2	Analysis Sheet	Tabulation of Existing and Protected Resources
3	Exhibit 1	Aerial Photography - North 1/2 of Site
4	Exhibit 2	Aerial Photography - South 1/2 of Site
5	Calculations	RS01 Tree Resource Calculations*
6	Calculations	RS02 Tree Resource Calculations*
7	Calculations	RS03 Tree Resource Calculations*
8	Calculations	RS04 Tree Resource Calculations*
9	Calculations	RS05 Tree Resource Calculations*
10	Calculations	RS06 Tree Resource Calculations*

* Calculations of Tree Resources were performed by Shepherd-Wesnitzer, Inc. using a combination of data obtained by field survey and by measurements from aerial photography by autocad methodology. These sheets illustrate the nature of that methodology.

The purpose of this set of plans is to document that the subject project is in compliance with the intent of the City of Flagstaff's Land Development Code with respect to requirements for Natural Resource Protection. The exhibits presented on the following sheets represent the methodology and the results of calculations to determine the slope area resources as well as the tree resources within the subject property. The tabular data shown on sheet 2 reflects a summary of these resources as computed from a combination of actual field surveys (limited to the infrastructure areas and selected slope protection areas as shown in the exhibits) and aerial mapping surveys performed by Shepherd-Wesnitzer from photography obtained in May, 2005.

DAC Consulting, inc.
9566 East Sutton Drive
Scottsdale, AZ 85260

NATURAL RESOURCE PROTECTION PLAN
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

SHEET 1 OF 10 SHEETS

COF Project #04-6052

McMillan Mesa Village
Natural Resource Protection Analysis

Ownership Legend:

25% Slope	Total	Parcel A	Parcel B	Parcel C	Parcel D1	Parcel D2	Parcel D3	Parcel D4	Parcel E	Parcel F	Parcel H	Parcel Ia	Parcel Ib	Parcel Ic	Parcel Id	Parcel Da	Parcel Db	Parcel G
Existing >25% Slope	97,306	97,306	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preservation rate	-	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Additional Preservation Rate Credit	-	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Final preservation rate	-	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%
Required 25% Slope	77,845	77,845	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Disturbed 25% Slope	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preserved 25% Slope	97,306	97,306	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25% Slope Surplus	19,461	19,461	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

17-24.99% Slope	Total	Parcel A	Parcel B	Parcel C	Parcel D1	Parcel D2	Parcel D3	Parcel D4	Parcel E	Parcel F	Parcel H	Parcel Ia	Parcel Ib	Parcel Ic	Parcel Id	Parcel Da	Parcel Db	Parcel G
Existing 17-24.99% Slope	219,267	196,859	0	0	19,748	0	0	0	0	0	0	0	0	687	1,843	0	0	0
Preservation rate	-	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Additional Preservation Rate Credit	-	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Final preservation rate	-	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
Required 17-24.99% Slope	153,487	137,822	0	0	13,824	0	0	0	0	0	0	0	0	481	1,290	0	0	0
Disturbed 17-24% Slope	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preserved 17-24.99% Slope	219,267	196,859	0	0	19,748	0	0	0	0	0	0	0	0	687	1,843	0	0	0
17-24.99% Slope Surplus	65,780	59,037	0	0	5,924	0	0	0	0	0	0	0	0	206	553	0	0	0

Forest	Total	Parcel A	Parcel B	Parcel C	Parcel D1	Parcel D2	Parcel D3	Parcel D4	Parcel E	Parcel F	Parcel H	Parcel Ia	Parcel Ib	Parcel Ic	Parcel Id	Parcel Da	Parcel Db	Parcel G
Existing Tree Canopy (Estimate)	239,232	62,473	8,210	4,183	34,514	7,308	5,593	4,498	4,470	9,982	19,678	2,221	29,385	17,000	4,739	9,115	1,836	14,249
Preservation rate	-	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Additional Preservation Rate Credit	-	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Final preservation rate	-	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Required Tree Canopy	119,616	31,237	4,105	2,092	17,257	3,653	2,797	2,249	2,235	4,991	9,839	1,111	14,693	8,500	2,370	4,558	918	7,125
Preserved Tree Canopy (Estimate)	67,632	3,201	1,081	0	33,646	1,414	0	4,301	318	1,048	1,969	2,221	3,372	4,367	611	9,115	0	968
Flexible Measure Tree Canopy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Useable Flexible Measure Tree Canopy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Effective Preserved Tree Canopy	67,632	3,201	1,081	0	33,646	1,414	0	4,301	318	1,048	1,969	2,221	3,372	4,367	611	9,115	0	968
Tree Canopy Deficit/Surplus	(51,984)	(28,036)	(3,024)	(2,092)	16,389	(2,239)	(2,797)	2,052	(1,917)	(3,943)	(7,870)	1,111	(11,311)	(4,133)	(1,759)	4,558	(918)	(6,157)

Total Surplus	Total	Parcel A	Parcel B	Parcel C	Parcel D1	Parcel D2	Parcel D3	Parcel D4	Parcel E	Parcel F	Parcel H	Parcel Ia	Parcel Ib	Parcel Ic	Parcel Id	Parcel Da	Parcel Db	Parcel G
25% Slope Surplus	19,461	19,461	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17-24.99% Slope Surplus	65,780	59,037	0	0	5,924	0	0	0	0	0	0	0	0	206	553	0	0	0
Tree Canopy Deficit/Surplus	(51,984)	(28,036)	(3,024)	(2,092)	16,389	(2,239)	(2,797)	2,052	(1,917)	(3,943)	(7,870)	1,111	(11,311)	(4,133)	(1,759)	4,558	(918)	(6,157)
Total Surplus or Deficit	33,257	50,462	(3,024)	(2,092)	22,313	(2,239)	(2,797)	2,052	(1,917)	(3,943)	(7,870)	1,111	(11,104)	(3,860)	(1,759)	4,558	(918)	(6,157)

Summary by Ownership	Total	Parcel A	Parcel B	Parcel C	Parcel D1	Parcel D2	Parcel D3	Parcel D4	Parcel E	Parcel F	Parcel H	Parcel Ia	Parcel Ib	Parcel Ic	Parcel Id	Parcel Da	Parcel Db	Parcel G
Cavan Only	13,936	50,462	(3,024)	(2,092)	0	(2,239)	(2,797)	0	(1,917)	(3,943)	(7,870)	0	(11,104)	(3,860)	(1,759)	4,558	(918)	0
City Only	19,319	0	0	0	22,313	0	0	2,052	0	0	0	1,111	0	0	0	0	0	(6,157)
Project Total Resource Surplus	**33,257**	**50,462**	**(3,024)**	**(2,092)**	**22,313**	**(2,239)**	**(2,797)**	**2,052**	**(1,917)**	**(3,943)**	**(7,870)**	**1,111**	**(11,104)**	**(3,860)**	**(1,759)**	**4,558**	**(918)**	**(6,157)**

Notes:
1. All areas in square feet.
2. Applied Compatible Preservation Rates to All Parcels addressed in Specific Plan per City LDC, regardless of Ownership.
3. Forest Resource Estimates taken from analysis of aerial photography for preliminary evaluation purposes
4. Preserved Tree Canopy Estimate is net of all Slope Preservation Areas (see Parcels B and DA)
5. Parcel B: Existing Tree Canopy Estimate in non-slope areas only. Preserved Canopy: Estimated in non-slope, no-build area and green belts only; Assume 0% within buildable area.
6. Parcels C, D1, D2, D3, D4, E, F, H, Ia, Ib and Id: Assume 0% tree preservation
7. Parcels Da, Db and G (Future COF parcels per exchange). Assume 100% tree preservation on each parcel.
8. Parcels D2 and D3 trees exclude portions of Parcel E: Parcel E includes both north and south of Gemini Drive.
9. Parcel Ic (Cavan Open Space): Assume 100% tree preservation

Cell Color Legend
- Manual Input Cell
- Calculated Input Cell
- Estimated Input Cell
- Code Factor Input Cell
- Calculation Cell

DAC Consulting, inc.
9668 East Sutton Drive
Scottsdale, AZ 85260
Phone: (480) 656-0888 Fax: (480) 656-0888

NATURAL RESOURCE PROTECTION - ANALYSIS
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

COF Project #04-8052

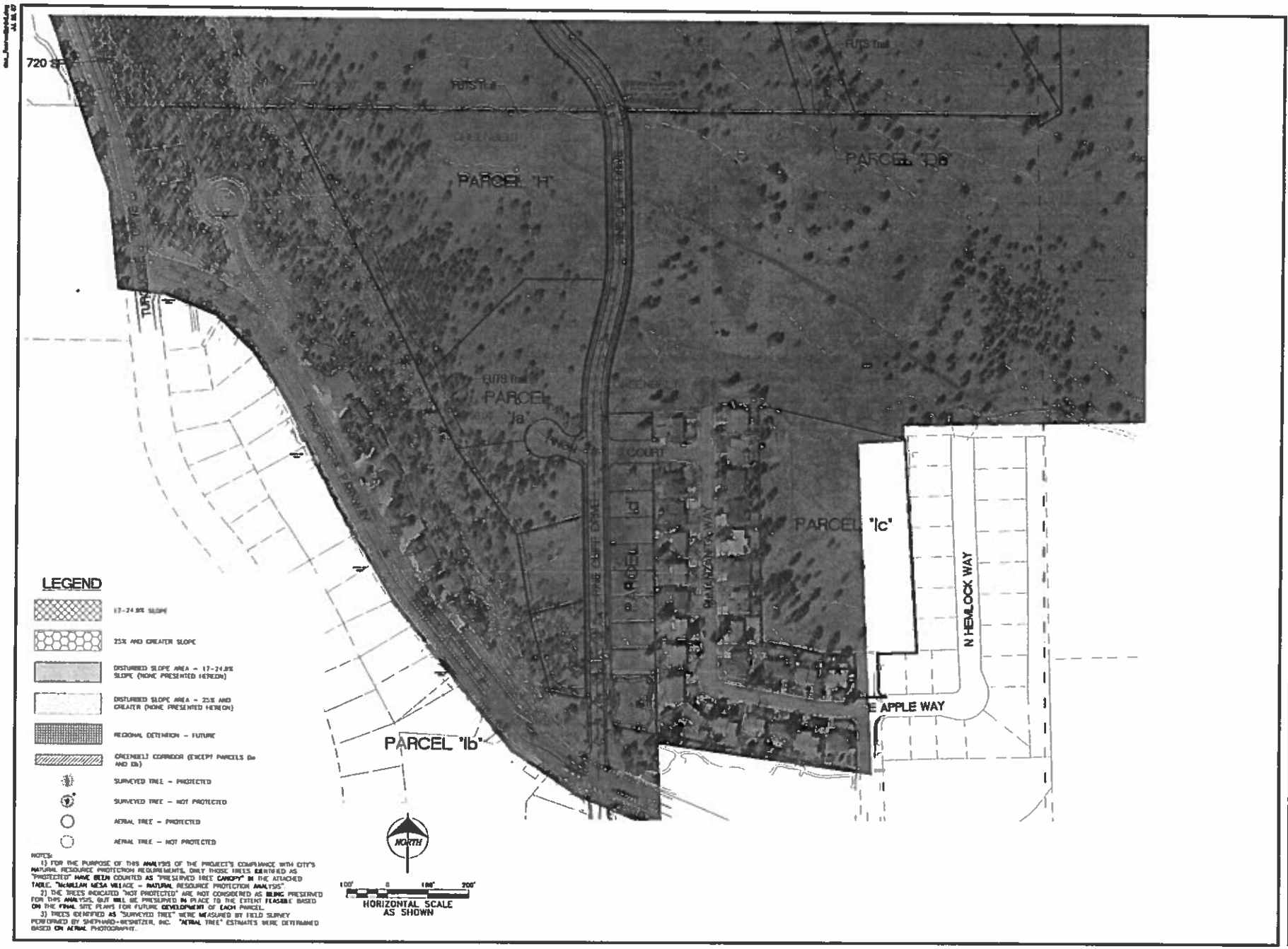
SHEET 2 OF 10 SHEETS

COF Project #04-6052

NATURAL RESOURCE PROTECTION - EXHIBIT 1 MCMILLAN MESA VILLAGE FLAGSTAFF, ARIZONA	SHEET 3 OF 10 SHEETS

DAC Consulting, inc.	CASE NUMBER: COF-06581571
9068 East Sutton Drive Scottsdale, AZ 85260 Email: dac@dacinc.net Phone: (602) 625-2648 Fax: (480) 656-0929	DESIGN BY: D.A.C. DRAWN BY: D.A.C. CHECKED: D.A.C. PLAN DATE: MAY 4, 2007

BY	DATE	REVISION
DAC	6/19/07	1 Update
DAC	07/09/07	2 Updated per City Comments
DAC	07/10/07	3 Updated Construction Plan



ISSUES:	DATE	BY
1. Original	4/16/07	DAC
2. Revised per City Comments	07/25/07	DAC
3. Updated Hydrological Plan	10/25/07	DAC

DAC Consulting, inc.
9055 East Sutton Drive
Scottsdale, AZ 85260
Email: dac@dacinc.net
Phone: (602) 625-2344 Fax: (480) 656-4666

JOB NUMBER	04-6052.01
ORIGINAL	D.A.C.
DRAWN BY	D.A.C.
CHECKED	D.A.C.
PLAN DATE	MAY 4, 2007

NATURAL RESOURCE PROTECTION - EXHIBIT 2

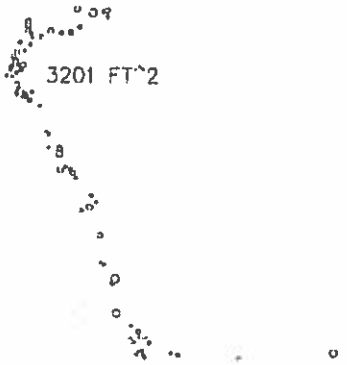
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

SHEET 4 OF 10 SHEETS

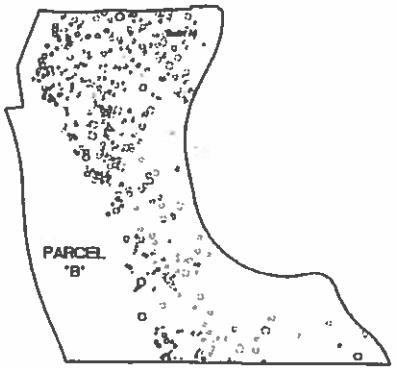
COF Project #04-6052

PARCEL B SAVED TREES

3201 FT^2

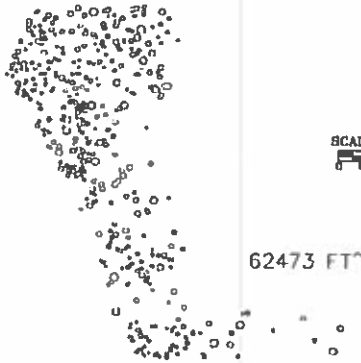


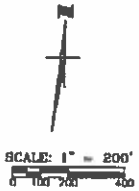
PARCEL B
EXISTING TREES



PARCEL B
EXISTING TREES

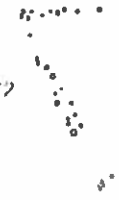
62473 FT^2



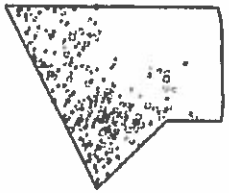


PARCEL H SAVED TREES

337? FT^2



PARCEL H
EXISTING TREES



PARCEL H EXISTING TREES

29365 FT^2



PARCEL G
SAVED TREES

2221 FT^2



PARCEL G
EXISTING TREES



PARCEL G EXISTING TREES

2221 FT^2



THESE DRAWINGS ARE ONLY INTENDED TO ILLUSTRATE AREAS OF EXISTING AND SAVED TREE CANOPY. REFERENCE THE NATURAL RESOURCE PROTECTION EXHIBITS AND ASSOCIATED CALCULATIONS PREPARED BY DAC CONSULTING INC. FOR ADDITIONAL INFORMATION

TREE RESOURCE CALCULATION BACKUP DATA

Shephard-Wesnitzer, Inc.

RS01

DAC Consulting, inc.
9666 East Sutton Drive
Scottsdale, AZ 85260

NATURAL RESOURCE PROTECTION - CALCULATIONS

McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

COF Project #04-6052

SHEET 5 OF 10 SHEETS

PARCEL Ib SAVED TREES

611 FT^2

PARCEL Ib EXISTING TREES



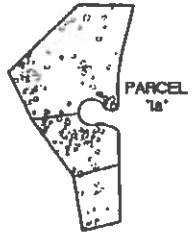
PARCEL Ib EXISTING TREES

4739 FT^2

PARCEL Ia SAVED TREES

4367 FT^2

PARCEL Ia EXISTING TREES



PARCEL Ia TREES

17000 FT^2

SCALE: 1" = 200'

0 100 200 400

PARCEL Id EXISTING TREES



PARCEL Id EXISTING TREES

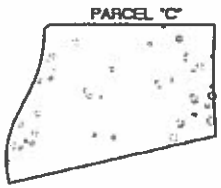
1636 FT^2

THESE DRAWINGS ARE ONLY INTENDED TO ILLUSTRATE AREAS OF EXISTING AND SAVED TREE CANOPY. REFERENCE THE NATURAL RESOURCE PROTECTION EXHIBITS AND ASSOCIATED CALCULATIONS PREPARED BY DAC CONSULTING INC. FOR ADDITIONAL INFORMATION.

PARCEL C SAVED TREES

1081 FT^2

PARCEL C EXISTING TREES



PARCEL C EXISTING TREES

8210 FT^2

TREE RESOURCE CALCULATION BACKUP DATA

Shephard & Wesnitzer, Inc.

DAC Consulting, inc.

9648 East Sutton Drive
Scottsdale, AZ 85260

NATURAL RESOURCE PROTECTION - CALCULATIONS

McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

COF Project #04-6052

SHEET 6 OF 10 SHEETS

THESE DRAWINGS ARE ONLY INTENDED TO ILLUSTRATE AREAS OF EXISTING AND SAVED TREE CANOPY. REFERENCE THE NATURAL RESOURCE PROTECTION EXHIBITS AND ASSOCIATED CALCULATIONS PREPARED BY DAC CONSULTING INC. FOR ADDITIONAL INFORMATION.

N

SCALE: 1" = 200'
0 100 200 400

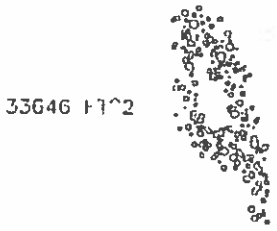
PARCEL D1 EXISTING TREES



PARCEL D' EXISTING TREES



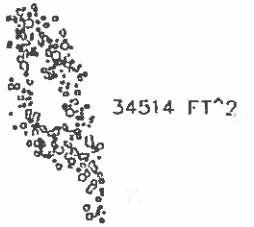
PARCEL Da SAVED TREES



PARCEL Da EXISTING TREES



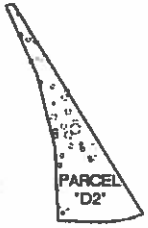
PARCEL Da EXISTING TREES



PARCEL D2 SAVED TREES



PARCEL D2 EXISTING TREES



PARCEL D2 EXISTING TREES



SWI
Shepherd Wesnitzer Inc.

TREE RESOURCE CALCULATION BACKUP DATA

DAC Consulting inc.
9048 East Sutton Drive
Scottsdale, AZ 85260

NATURAL RESOURCE PROTECTION - CALCULATIONS
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

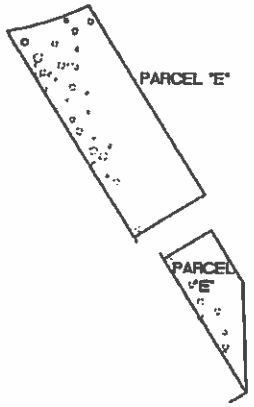
COF Project #04-6052

SHEET 7
OF 10 SHEETS

PARCEL E SAVED TREES

1048 FT^2

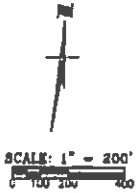
PARCEL E EXISTING TREES



PARCEL E EXISTING TREES

9982 FT^2

THESE DRAWINGS ARE ONLY INTENDED TO ILLUSTRATE AREAS OF EXISTING AND SAVED TREE CANOPY. REFERENCE THE NATURAL RESOURCE PROTECTION EXHIBITS AND ASSOCIATED CALCULATIONS PREPARED BY DAC CONSULTING INC. FOR ADDITIONAL INFORMATION.



PARCEL D3 EXISTING TREES



PARCEL D3 TREES

5593 FT^2

PARCEL D4 SAVED (GREENBELT)

318 FT^2

PARCEL D4 EXISTING TREES



PARCEL D4 EXISTING TREES

4470 FT^2

TREE RESOURCE CALCULATION BACKUP DATA

SVI Shepherd Wesnitzer, Inc.

RS04

DAC Consulting, inc.
9868 East Sutton Drive
Scottsdale, AZ 85260

NATURAL RESOURCE PROTECTION - CALCULATIONS

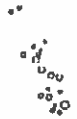
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

COF Project #04-6052

SHEET 8 OF 10 SHEETS

PARCEL Db SAVED TREES

430' FT^2



PARCEL Db TREES



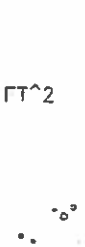
PARCEL Db EXISTING TREES

4498 FT^2

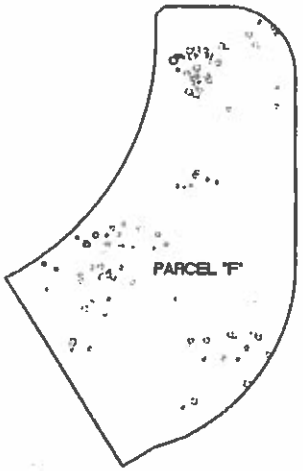


PARCEL F SAVED TREES

1969 FT^2



PARCEL F EXISTING TREES



PARCEL F EXISTING TREES

10678 FT^2



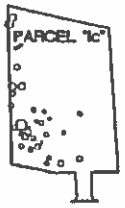
THESE DRAWINGS ARE ONLY INTENDED TO ILLUSTRATE AREAS OF EXISTING AND SAVED TREE CANOPY. REFERENCE THE NATURAL RESOURCE PROTECTION EXHIBITS AND ASSOCIATED CALCULATIONS PREPARED BY DAC CONSULTING INC. FOR ADDITIONAL INFORMATION.

PARCEL Ic SAVED TREES

9115 FT^2



PARCEL Ic EXISTING TREES



PARCEL Ic TREES

9115 FT^2



TREE RESOURCE CALCULATION BACKUP DATA

Shepherd's Vineyard, Inc

DAC Consulting, inc.
9688 East Sutton Drive
Scottsdale, AZ 85260

NATURAL RESOURCE PROTECTION - CALCULATIONS
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

COF Project #04-6052

SHEET 9 OF 10 SHEETS

COF Project #04-8052

NATURAL RESOURCE PROTECTION - CALCULATIONS

McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

SHEET 10 OF 10 SHEETS

DAC Consulting, inc.
9668 East Sutton Drive
Scottsdale, AZ 85260
Phone (602) 826-2346 Fax (480) 659-0888

Shepherd + Wiseheart Inc

SWA

1 - 150 STAGE 1

RS06

TREE RESOURCE CALCULATION
BACKUP DATA

ROW EXISTING TREES

14249 FT^2

ROW EXISTING TREES

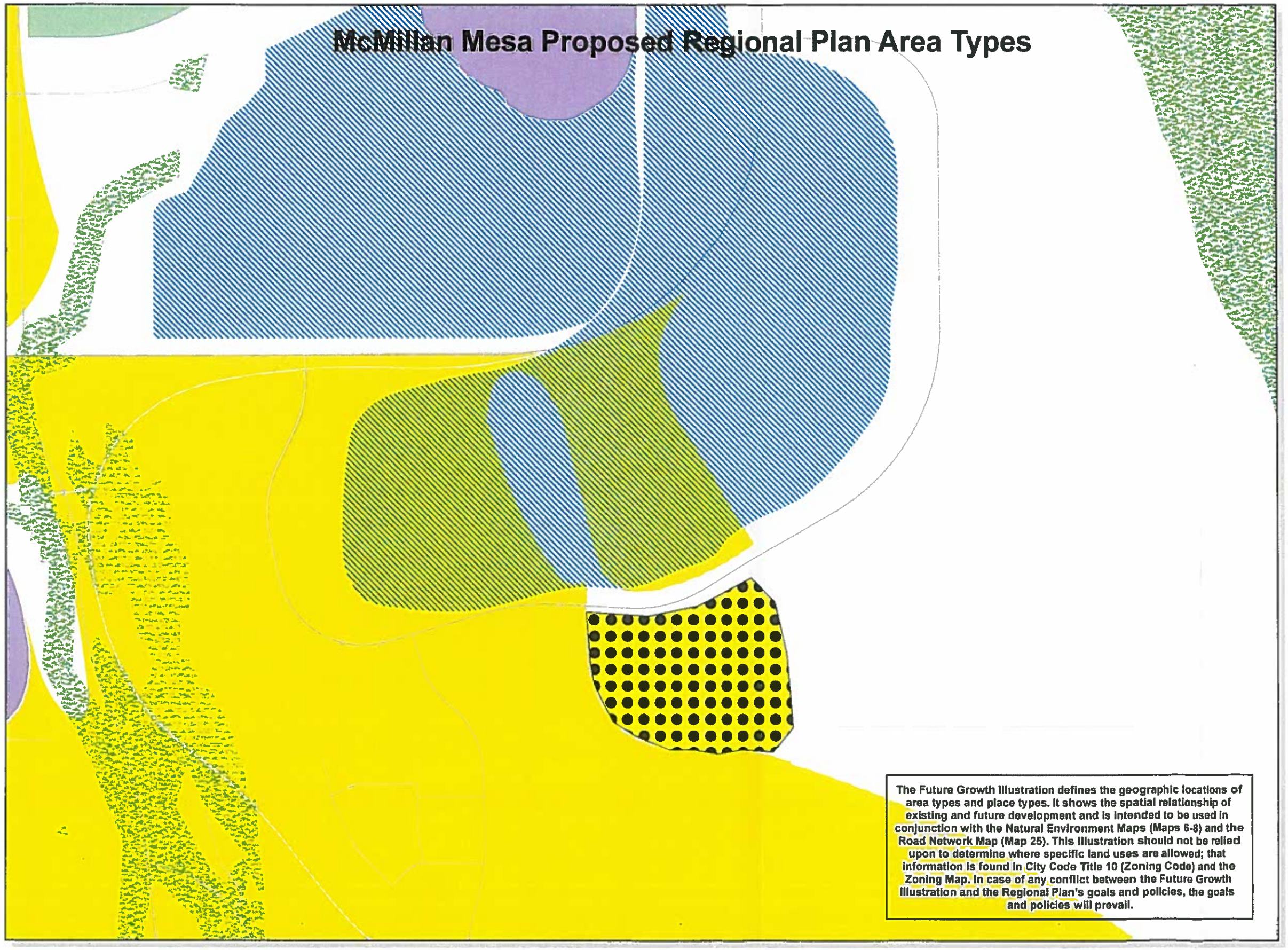
ROW SAVED TREES

968 FT^2

THESE DRAWINGS ARE ONLY INTENDED TO ILLUSTRATE AREAS OF EXISTING AND SAVED TREE CANOPY. REFERENCE THE NATURAL RESOURCE PROTECTION EXHIBITS AND ASSOCIATED CALCULATIONS PREPARED BY DAC CONSULTING INC. FOR ADDITIONAL INFORMATION

SCALE: 1" = 200'

McMillan Mesa Proposed Regional Plan Area Types



Map 22:
FUTURE GROWTH ILLUSTRATION

- Urban Growth Boundary
- City of Flagstaff

Future Activity Center

- Suburban Activity Center (S1) 'x' symbol identifies existing center
- Urban Activity Center (U1) 'x' symbol identifies existing center
- Rural Activity Center
- Rural - Existing
- Rural - Future
- Suburban - Existing
- Suburban - Future
- Urban - Existing
- Urban - Future
- Special Planning Area
- Existing Employment/Industrial
- Future Employment
- Park/Open Space
- Concentration of Natural Resources (see Figure 8)
- RTP Future Road Network
- Areas in white retain their existing entitlements
- Fly Zone

Future growth illustrations and plans do not preclude private development entitlements. Please see www.flagstaffmatters.com for an interactive GIS map.

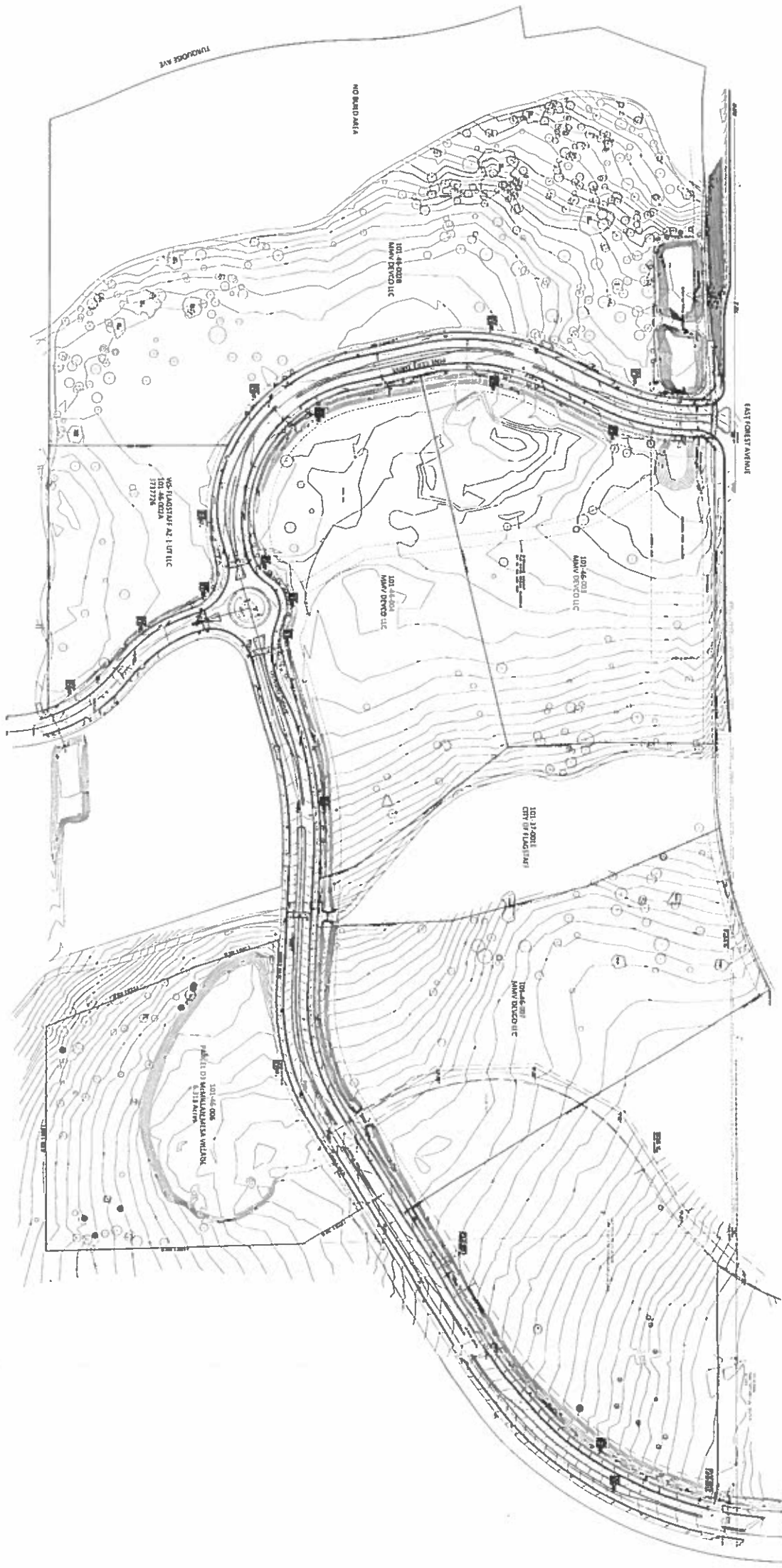
The Future Growth Illustration defines the geographic locations of area types and place types. It shows the spatial relationship of existing and future development and is intended to be used in conjunction with the Natural Environment Maps (Maps 6-8) and the Road Network Map (Map 25). This Illustration should not be relied upon to determine where specific land uses are allowed; that information is found in City Code Title 10 (Zoning Code) and the Zoning Map. In case of any conflict between the Future Growth Illustration and the Regional Plan's goals and policies, the goals and policies will prevail.

NORTH

0 0.03 0.06 0.09 0.12

Miles

FLAGSTAFF REGIONAL PLAN
VISION 2030: PLACE MATTERS



BOUNDARY, TREE AND TOPOGRAPHIC SURVEY OF PARCELS
B, C, D1 AND E OF MICHELIAN AREA VILLAGE
SITUATED IN THE NE1/4 SECTION 15 AND THE SE1/4 SECTION 10
T21N R7E G&SRB&M, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA

EXTREME MEASURES LAND SURVEYS, INC
10800 NIGHTHAWK LANE FLAGSTAFF, ARIZONA 86004
928-853-3661 estremeareasurveys.com

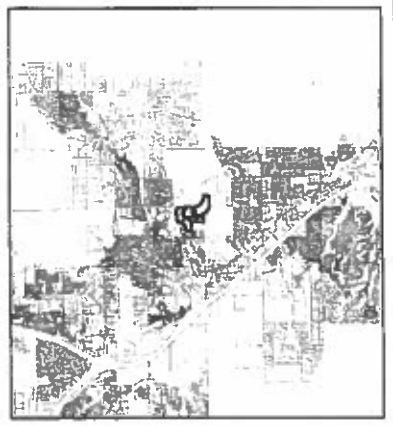
TOPO

COCONINO COUNTY ARIZONA

Book 101 Map 46

POR SEC 10, 11, 14, 15
T21N R07E

Overview Map



Legend

- Current Page
- Corner
- PLSS Boundaries
- Local Road
- Major Road
- SimultaneousConveyance
- Parcels

Encumbrance

- Right of Way, Vacation
- Conservation
- Easement - General, Utility Easement
- Flood Easement
- Ingress-Egress
- Private Right Of Way

Simultaneous Conveyance Division

- Alley
- Lot, Block, Tract; Park
- General Common Element

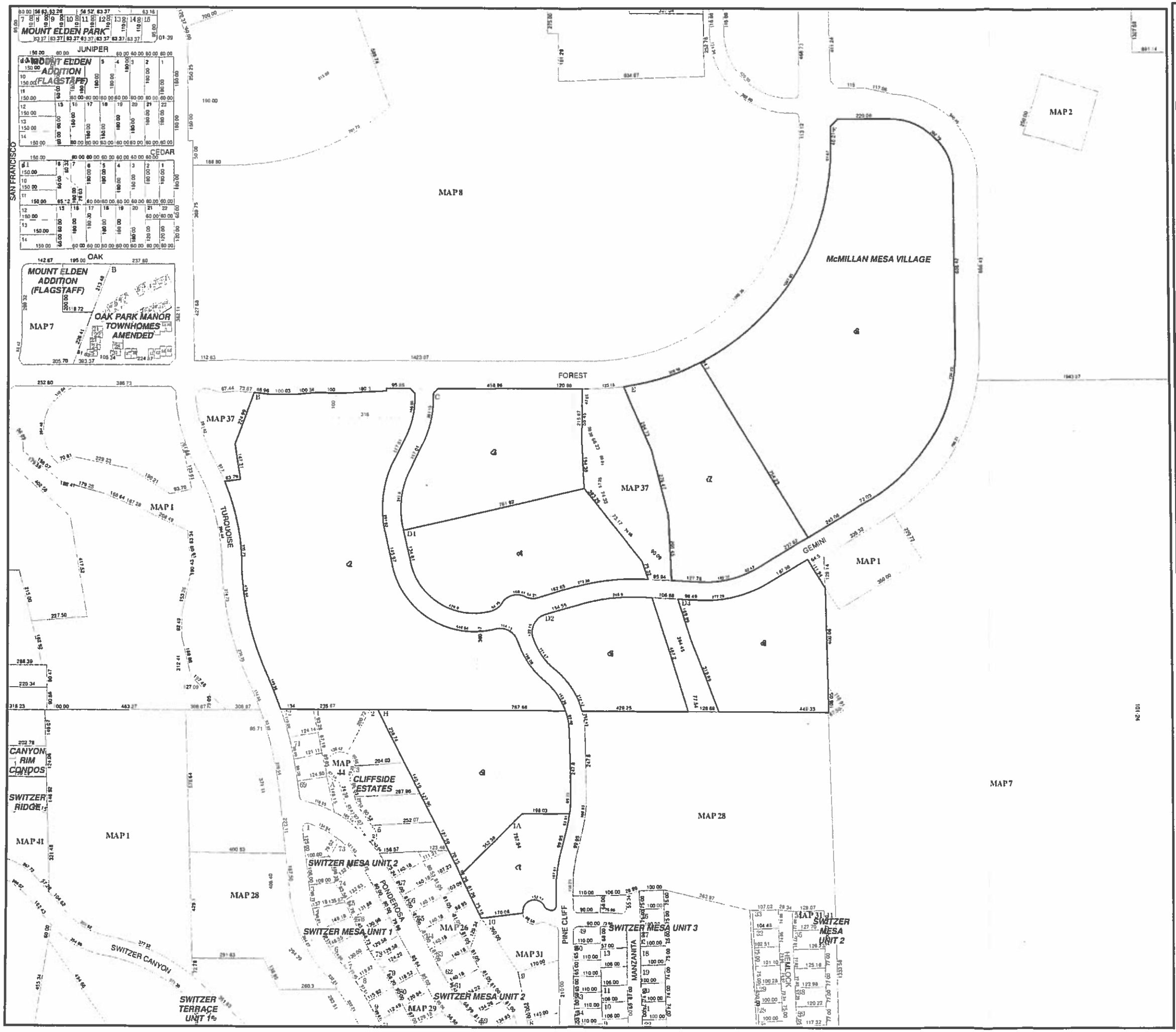
Notes:

Economic Area: 01
Neighborhood 01.61
Revision Date: 12/29/2016
1 inch equals 209 feet

These data are for general planning purposes only
No warranty of accuracy is given or implied.

BOOK 101
MAP 46

POR SEC 10, 11, 14, 15
T21N-7E



COCONINO COUNTY

LAST REVISION: 8/21/2008

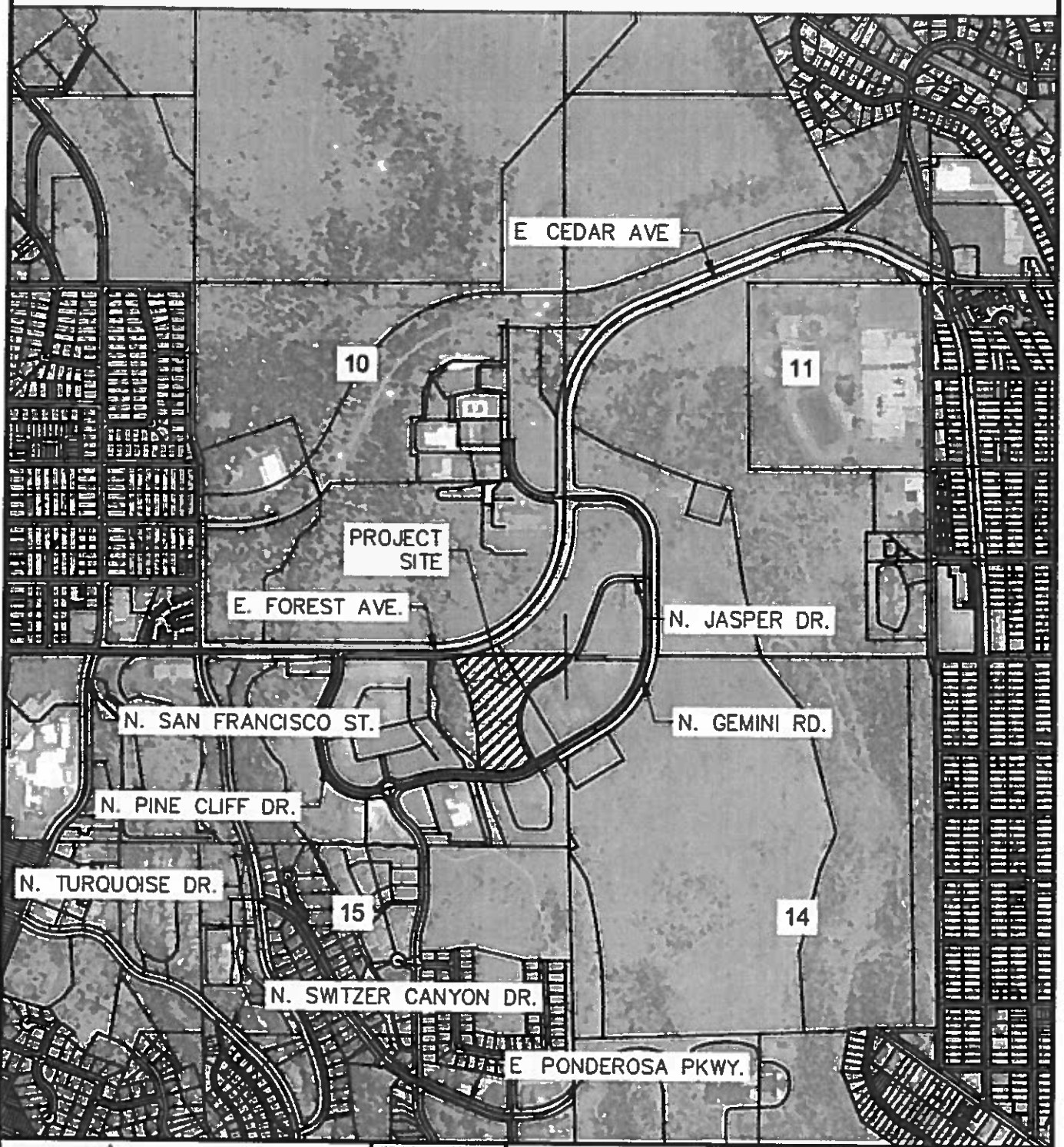
1 inch = 300 feet

TAX CODE: 0150

MARKET / SUB: 03/13

PLOTTED: Sep 17, 2018-5:16pm

LOCATED IN THE NE $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



FILE: P:\2018\MMV LOTS 3 & 4 REZONE\DRAWINGS\EXHIBITS\18033 - VICINITY MAP.DWG CPHAM

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

JOB NO.	18033
DATE	SEP '18
SCALE	1"=1000'
DRAWN	CMP
DESIGN	CMP
CHECKED	SCI

McMILLAN MESA VILLAGE — FLAGSTAFF ARIZONA

VICINITY MAP

SHEET 1 OF 1

III. SITE ANALYSIS/DEVELOPMENT SUITABILITY

A. Existing Land Uses

The McMillan Mesa Village Specific Plan area comprises approximately 146 acres of vacant and undeveloped land. The northern 100 acres is presently zoned R-R, Single-Family Residential Rural and the majority of the southern 46 acres is zoned R-1, Single-Family Residential with the exception of approximately one quarter acre of HR, Multiple Family Residential, along the southern property line and 6.6 acres on the east side which is zoned R-R.

Existing land uses surrounding the site include 50 single-family residences within Switzer Mesa Unit 3 subdivision to the south, as well as the Pine Cliff Village Apartments, vacant City property to the east and north, the USGS facility to the north and single-family hillside residences along Ponderosa Parkway to the west.

B. Topography

The topographic character of the property is generally divided into two gently sloping grassed mesas. The larger central mesa consists of approximately 91 acres that slopes at 2% to 4% to the west, where forested bluffs of +25% slope occur. The upper mesa of approximately 45 acres, which gradually slopes to the west at 2% to 3%, is separated from the lower central mesa by a 20 to 30-foot high, sparsely forested moderate slope of 6% to 16%.

C. Hydrology

There are no 100-year floodplains on the subject property per FEMA Flood Insurance Rate Maps and the City Growth Management Guide 2000. Generally, the drainage from the mesa is to the west and south at a gradient of approximately 2% to 4% where stormwater eventually descends the steep bluffs and enters the Switzer Canyon Wash.

Project design will incorporate sensitive grading and detention requirements in order to protect existing lots within Switzer Mesa Unit III and along Ponderosa Parkway from increased project drainage flows.

Post-development project drainage discharge will be detained onsite in landscaped and open space areas and released at pre-development discharge flow rates in accordance with City requirements. Specific locations and grading design of detention areas will be provided at subdivision/street platting application. Street drainage detention will be designed and incorporated into the street improvement plans as a storm drain system. The developer/builder of each development area will be responsible for providing the required drainage detention areas within the development site.

D. Vegetation

The site contains two major plant communities: natural grass meadows and Ponderosa Pine forests. The natural grasses, which include western wheat grass, squirrel tail, blue grama, bluegrass and Arizona fescue, predominate the majority of the two flat mesas. Ponderosa Pine forests are confined to the western bluff overlooking Switzer Canyon and along the moderate sloped area which separates the mesas.

E. Geology/Soils

The entire site, as mapped by the U.S. Soil Conservation Service, is Brolliar stony clay loam at 0-30% slopes on top of an igneous/basaltic bedrock mesa. Overall, the site soils are suitable for development with some engineering modifications.

Soil testing of the site's southern 41 acres was done in December 1986, by Foree & Vann, Inc., which found the top soil to be primarily clay with fine to coarse gravel, cobbles and some boulders. The lower layer was either sandy brown clay and fine to coarse gravel or basaltic rock. Due to the potential for soil expansion, Foree & Vann, Inc. recommended two construction alternatives: either soil replacement or the use of cylindrical pier, grade beam and/or prestressed slab.

F. Visual Resources

The dominant panoramic views from the site are of the San Francisco Peaks to the north, with Humphrey's Peak at elevation 12,633 feet or roughly 5,600 feet above and 10 miles north of the Plan area. Similar views exist of Elden Mountain to the northeast, which at elevation 9,300 feet is approximately 2,260 feet above and three miles away from the site. To a lesser degree, westerly viewsheds from the upper elevations of the site have filtered views of Observatory Mesa and the Flagstaff Medical Center. These long-range, offsite vistas, due to the difference in elevations, can be seen far above the canopy level of the surrounding Ponderosa Pine forests and therefore should be unaffected by development of the site. However, a philosophy of sensitive building design, location, orientations and height variations in those plan areas adjacent to existing residential neighborhoods, should encourage preservation of existing view corridors toward the San Francisco Peaks.

Views onto the subject property were evaluated by observation from the new Forest Avenue, as well as from adjoining properties. The views from Forest Avenue were somewhat limited due to the terrain, vegetation and below natural grade alignment of Forest Avenue. Similar limited viewsheds exist along Turquoise Drive and Ponderosa Parkway where the forested bluffs obstruct views onto the site. Adjacent properties which are on top of the open and

grassy Switzer Mesa, such as the subdivision to the south, have good visibility of the site and, therefore, future site development, which is overseen by the McMillan Mesa Village Design Review Committee and the City Development Review Board, should be sensitive to existing residents' view corridors. The Design Review Committee will cooperate with the neighbor's Homeowners' Association to reasonably protect those view corridors.

The site in its undeveloped state is perceived as a visual resource in terms of 1) views across the site to mountain and panoramic vistas and 2) views directly onto forested and rocky portions of the site across its open meadows. These views are perceived from several key locations or corridors: the Switzer Mesa No. 3 single-family residential subdivision adjacent to southerly portions of the site; Forest Avenue eastbound/northbound; Forest Avenue southbound/westbound; and, Turquoise Avenue/Ponderosa Parkway.

From Switzer Mesa Subdivision No. 3

Dominant panoramic views are of the San Francisco Peaks to the north, and Elden Mountain to the northeast. Due to difference in elevation, these views exist well above the canopy level of the surrounding ponderosa pine forest.

From Forest Avenue Eastbound/Northbound

From the Forest/Turquoise intersection proceeding uphill, the initial visual impression of the site is an unattractive road cut on the south side of Forest Avenue. With gain in elevation, the view transitions into meadow in the foreground with a cluster of trees and minor rock outcroppings - and a high voltage powerline - in the middleground and background. Sweeping around the curve provides direct, close-up views onto the site and beyond to the Devil's Chair on the face of Elden Mountain, at a view angle roughly double treetop level. This dramatic rock formation stays in view past the Gemini intersection.

From Forest Avenue Southbound/Westbound

The site is not visible until a short distance north of the Gemini intersection. At that point, the site is in the immediate and direct foreground and middleground view area, with background vistas to the open sky: the city is not visible. Moving south, sparse clusters of trees and the powerline come more readily into play, and then mid-way through the curve meadows and tree clusters immediately south of Forest Avenue - with the city beyond - provide a strong visual impression. Proceeding west, the site slides by and then disappears from view.

From Turquoise/Ponderosa Parkway

Views from these thoroughfares are of trees at the edge of the site, except for small areas at Turquoise and Forest, and Ponderosa Parkway at Pine Cliff Drive. Neither are deemed significant.

G. Traffic

Primary access to the site is provided by Forest Avenue at Gemini Drive to the north, which is designated as a major arterial on the City's Streets Plan, Circulation Element, Growth Management Guide 2000. Secondary project accesses will be at a right-in, right-out only intersection with Forest Avenue about 1,000 feet east of Turquoise Drive and from the south at Ponderosa Parkway, which is designated a minor arterial.

H. Public Utilities

Water - the subject property's elevation ranges from 6,934 to 7,114 feet and will require Zone A water for development. The nearest existing Zone A water is in Gemini Drive (12") serving the USGS facility. Zone B water is located in Turquoise Drive (16") and in the Switzer Mesa Subdivision Unit 3 (6" and 8").

Sewer - the nearest available major sewer line is an 8" line in Ponderosa Parkway which connects to a 15" sewer main west of Turquoise Drive in Switzer Canyon.

Electricity, Telephone, Gas - underground connections can be made to existing facilities located in the subdivision to the south and Cedar Avenue to the north.

Impact analyses of the McMillan Mesa development on existing infrastructure is included in the Appendix.

I. Schools

The property is within the Flagstaff Public School District. The schools that currently serve the subject property are as follows:

School	Attendance	Capacity
Marshall Elementary 850 N. Bonito Street	560	652
Flagstaff Junior High 755 N. Bonito Street	724	1,000

Flagstaff High School 400 W. Elm Avenue	1,175	1,600

Source: Flagstaff Public Schools
Mr. Chris Peterson

J. Recreation and Trails

Existing parks within one mile of the Study area include Buffalo (215 acres) and McPherson (40 acres) Parks to the north and a neighborhood park (2.5 acres) on Ponderosa Parkway south of Switzer Mesa subdivision. There is a school/park site planned for approximately 26 acres of McMillan Mesa Village. This site is on City property located to the east of Pine Cliff Drive and north of the Switzer Mesa subdivision.

The Open Space/Greenbelt and Parks Plan of the Growth Management Guide 2000 proposes the extension of the Urban Trails Network through the subject property. Specifically, the Parks Plan indicates a pedestrian trail linkage, which is intended to connect the above proposed neighborhood park and Buffalo Park.

K. Cultural Resources

During the 1990 construction of the Cedar Avenue realignment project, a prehistoric site was surveyed by SWCA (Site NA19,184) along the northern property line of the plan area. Prior to development within the vicinity of this site, a professional archaeologist shall be consulted to determine if further action is warranted.

L. Development Suitability/Site Capacity

The Development Suitability Composite exhibit (Exhibit B) graphically summarizes the elements of the preceding Site Analysis and areas of development opportunity and constraint. The purpose of this exhibit is to indicate areas where development may occur with minimal impact to the site's natural features and areas most sensitive to disturbance from development. The following table estimates the total resource protection standards for the McMillan Mesa Village Plan area. *

Natural Feature	Protection Factor	Natural Feature Area	Protected Land
100-year Floodplains		0 acres	0 acres
Slopes: + 25% **	0.8	6.03 acres	4.82 acres
17-25%	0.7	1.30 acres	0.91 acres
Ponderosa Pine Forests	0.5	15.26 acres	7.63 acres

Total Natural Feature Protection Land	13.36 acres
Total Site Area	146.28 acres
Developable Site Area	132.92 acres

* The natural feature areas were calculated by analyzing City aerial photos and topographic maps at a scale of 1"=100'. In areas where two or more natural features are present on the same area of land, only the most restrictive protection factor is used. A detailed analysis of each site will be required for processing of plats and site plans.

** All slopes in Areas B, H and I are set aside as non-buildable areas, a higher degree of protection than provided by the LDC.

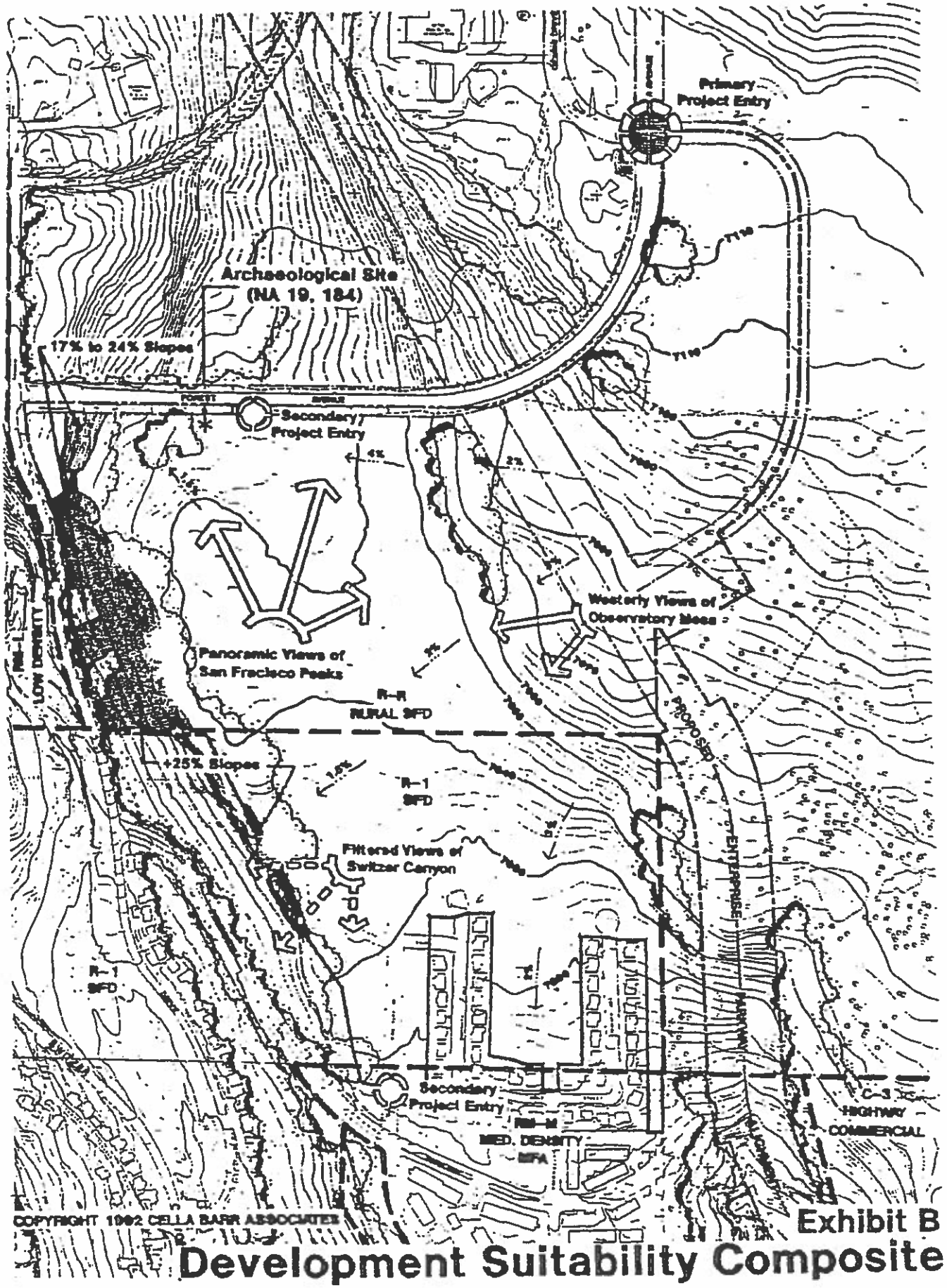


Exhibit B

Development Suitability Composite

DEVELOPMENT AREA B 22.92 acres*

Zoning District High Density Residential

Development Option Planned

Specific Performance Standards

Planned Development	
Maximum Gross DUA	22
Minimum OSR	.20
Maximum Net DUA	28
Maximum Building Height	45 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Dwelling Units	246

Restrictions

1) No buildings will be constructed westerly of the cliff line between mesa top and Turquoise Drive. This is approximately the dashed line on the plan and described below. Utility easements and trails will be permitted in the sloe area. See Appendix A for line definition.

2) Building height shall be limited to one story within 100 feet of Forest Avenue right-of-way as illustrated on Exhibit "H" of the Specific Plan.

3) Setbacks from Forest Avenue right-of-way will be 50 feet for buildings and parking as illustrated on Exhibit "H" of the specific plan.

NOTE: See also the first page of this section for description of other development criteria and controls. The above areas and standards are for planning purposes only. The Flagstaff Zoning Code should be consulted for current specific standards.

*Base Site Area

DEVELOPMENT AREA C 7.67 acres*

Zoning District Medium Density Residential

Development Option Planned

Specific Performance Standards

Planned Development

Maximum Gross DUA	9
Maximum OSR	.15
Maximum Net DUA	9
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Dwelling Units	69.03

Restrictions

1) Rear minimum setback may be reduced for zones not subject to the Resource Protection Overlay when a minimum of 350 sf of open yard are per unit is provided.

2) If a Planned Residential Development is applied to parcel, 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 Flagstaff Zoning Code Section 10-40.60.270.)

3) "Open Space" includes active and passive recreation uses, landscape areas, community gardens and any credit for open space deed restriction provided for in conveyance of Parcel Ic to Owner's Association.

4) Parcel C may be combined with Parcel D1 for development of one parcel.

The Flagstaff Zoning Code and any subsequent amendments thereto, should be consulted for current specific standards.

*Base Site Area

DEVELOPMENT AREA D1 7.35 acres*

Zoning District Medium Density Residential

Development Option Planned

Specific Performance Standards

Planned Development

Maximum Gross DUA	9
Maximum OSR	.15
Maximum Net DUA	9
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Dwelling Units	66.15

Restrictions

1) Rear minimum setback may be reduced for zones not subject to the Resource Protection Overlay when a minimum of 350 sf of open yard are per unit is provided.

2) If a Planned Residential Development is applied to parcel, 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 Flagstaff Zoning Code Section 10-40.60.270.)

3) "Open Space" includes active and passive recreation uses, landscape areas, community gardens and any credit for open space deed restriction provided for in conveyance of Parcel Ic to Owner's Association.

4) Parcel D1 may be combined with Parcel C for development of one parcel.

The Flagstaff Zoning Code and any subsequent amendments thereto, should be consulted for current specific standards.

*Base Site Area

DEVELOPMENT AREA D2 1.95 acres*

Zoning District Business Park

Development Option Business Park Uses

Specific Performance Standards

a) Business Park Use

Maximum Gross FAR	.33
Minimum LSR	.35
Maximum Net FAR	.50
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	385,211 SF

b) All Other Uses

Maximum Gross FAR	.30
Minimum LSR	.40
Maximum Net FAR	.55
Maximum Building Height	40 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	355,580 SF

Restrictions

The Flagstaff Zoning Code and any subsequent amendments thereto, should be consulted for current specific standards.

*Base Site Area

DEVELOPMENT AREA D3 6.3 acres*

Zoning District Medium Density Residential

Development Option Planned

Specific Performance Standards

Planned Development

Maximum Gross DUA	9
Maximum OSR	.15
Maximum Net DUA	9
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Dwelling Units	56.7

Restrictions

1) Rear minimum setback may be reduced for zones not subject to the Resource Protection Overlay when a minimum of 350 sf of open yard are per unit is provided.

2) If a Planned Residential Development is applied to parcel, 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 Flagstaff Zoning Code Section 10-40.60.270.)

3) "Open Space" includes active and passive recreation uses, landscape areas, community gardens and any credit for open space deed restriction provided for in conveyance of Parcel Ic to Owner's Association.

The Flagstaff Zoning Code and any subsequent amendments thereto, should be consulted for current specific standards. See also Chapter 11-20 Subdivision and Split Regulations for subdivision design standards and requirements.

*Base Site Area

DEVELOPMENT AREA E 7.8 acres*

Zoning District Business Park

Development Option Transportation Corridor
Business Park Uses

Specific Performance Standards

a) Business Park Use

Maximum Gross FAR	.33
Minimum LSR	.35
Maximum Net FAR	.50
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	110,424 SF

b) All Other Uses

Maximum Gross FAR	.30
Minimum LSR	.40
Maximum Net FAR	.55
Maximum Building Height	40 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	101,930 SF

Restrictions

1) Setback from the Forest Ave right-of-way shall be a minimum of 75 feet for buildings and parking.

2) Building height shall be limited to one story within 100 feet of Forest Ave.

3) No commercial lodging will be allowed.

4) No restaurant development option will be allowed.

NOTE: See also the first page of this section for description of other development criteria and controls. The above areas and standards are for planning purposes only. The Flagstaff Zoning Code should be consulted for current specific standards.

*Base Site Area

DEVELOPMENT AREA F 27.50 acres*

Zoning District Business Park

Development Option Business Park Uses

Specific Performance Standards

a) Business Park Use

Maximum Gross FAR	.33
Minimum LSR	.35
Maximum Net FAR	.50
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	389,317 SF

b) All Other Uses

Maximum Gross FAR	.30
Minimum LSR	.40
Maximum Net FAR	.55
Maximum Building Height	40 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	359, 370 SF

Restrictions

1) Setback from the Forest Ave right-of-way shall be a minimum of 75 feet for buildings and parking.

2) Building height shall be limited to one story within 100 feet of Forest Ave.

3) No commercial lodging will be allowed.

4) Restaurant development option shall be limited to one restaurant of the full service, sit down type, with no drive through or fast food characteristics. It shall be limited to a size of 7,500 square feet and be located at least 250 feet from the northwest corner of the development area.

5) Fifty percent (50%) of the trees located in the tree protection area, as shown on Exhibit I of the Specific Plan, and having a DBH of six (6) inches or more shall be retained and protected. Prior to development approval of area "D", the protection are, as illustrated on Exhibit I shall be legally described.

NOTE: See also the first page of this section for description of other development criteria and controls. The above areas and standards are for planning purposes only. The Flagstaff Zoning Code should be consulted for current specific standards.

*Base Site Area

DEVELOPMENT AREA G 2.48 acres*

Parcel formerly referred to as Parcel G in the McMillan Mesa Specific Plan is now referred to as Parcel D3. (see COFlagstaff Land Swap with MMV Devco, LLC dated 12/21/2007)

DEVELOPMENT AREA H 8.07* acres

Parcel not subject of Specific Plan Amendment: currently developed as affordable housing by Flagstaff Senior Living.

DEVELOPMENT AREA I 10.84 acres* and 11 platted lots (1.82 ac)

Zoning District

R-1	10.62 ac
HR	.22 ac
Lots	1.82 ac

Development Option Planned
Single Family

Specific Performance Standards

Planned Development	
Maximum Gross DUA	4.55
Minimum OSR	.30
Maximum Net DUA	10.00
Maximum Building Height	35 feet
Minimum Site Area	10 ac

Parking – See Flagstaff Zoning Code Table 10-50.80.040.A

Site Capacities Calculated	
Dwelling Units – Sub-Area I(a)	48.31
Dwelling Units – Sub-Area I(b)	3.92
Dwelling Units – Sub-Area I(c)	**0.00**
Total for Sub-Areas I(a-c)	52.23
Platted Lots – Sub-area I(d)	11
Maximum Dwelling Units	63

Density Transfer
The maximum yield site capacity for residential units from Development Sub-Area I(c) (4.982 ac) shall be transferred to Development Sub-Area Ia or Development Area H on the condition and with the restriction that Development Sub-Area Ic shall remain undeveloped Open Space, with no future right to any residential use. The development site capacity for residential use of Development Sub-Areas Ia and Ib shall be the sum of the calculated site capacity of Development Sub-Areas Ia, Ib, and Ic under their current zoning. See Appendix A.

Restrictions

1) No buildings will be constructed in the steep slow protection area. See Appendix A for line definition.

2) Building shall be limited to two stories.

3) Only single family detached housing types will be permitted in that portion of Area I located south of Pinon Court.

4) Parcel Ic is designated as Open Space.

NOTE: See also the first page of this section for description of other development criteria and controls. The above areas and standards are for planning purposes only. The Flagstaff Zoning Code should be consulted for current specific standards.

*Base Site Area

City of Flagstaff
Community Development
Substantive Review Comments

Project Name: Highgate Senior Living **Date:** 2/19/19
Project No.: PZ-18-00061-02
Project Address: 1831 N Jasper Dr

Application Type: Site Plan Review
Review Type: Substantive 5th Submittal

Project Manager: Patrick St. Clair
E-mail: pstclair@flagstaffaz.gov
Phone: 928.213.2612

Status of Review: **Approved with Conditions**
In accordance with ARS 9-835(J), the Substantive Review of the application is complete and the application has been approved subject to the following conditions and comments. This correspondence is being transmitted on Day 48 of the 52 day Substantive Review Timeframe.

Current Planning: Patrick St. Clair – ***Approved with Conditions*** – 2/19/19
Conditions of Approval:

1. Any outstanding conditions remaining from the comments below shall be addressed at the Civil and Grading submittal or at the Building Permit Application. *The next step for this project is too move into the Zoning Map Amendment application process, which is currently in progress. Grading and Civil plan submittals should not be made until such time as the Zoning Map Amendment is fully approved.*
2. The Approval of the project is predicated on the corrections to prior comments reflected in the digital architectural drawings submitted by the applicant via email on 2/15/19 (see attached). The approval requires that the applicant supply (1) full digital copy and (1) full paper copy of the revised and corrected Site Plan.

Substantive Engineering: Jeremy DeGeyter – ***Approved with Conditions*** - 2/19/2019
Approved with Conditions:

1. No portion of any building or permanent structure shall encroach into a drainage easement, including footings, overhangs, etc.

Substantive Fire Prevention: Kent Snide – ***Approved*** **-** 11/08/2018
No Comments

Substantive Public Works: Adam Miele – ***Approved*** **-** 11/14/2018
No Comments

Substantive Stormwater: **Douglas Slover – Approved with Conditions - 02/19/2019**
Conditions of Approval:

1. Please see prior stormwater comments for approved with condition comments, general comments and future submittal requirements (see Prior Stormwater comments section below).

Future Submittal Requirements:

1. In addition to prior comments please note that Building Plans shall include construction detail(s) showing proposed building wall, edge of footing, eave line and any part of the building being outside of the existing drainage easement

- Prior Stormwater comments: Douglas Slover - ***Approved with Conditions*** **-** 1/08/2018

Conditions of Site Plan Approval

1. The provided drainage letter should discuss existing and proposed site discharge locations in addition to the LID outflow location discussion provided. Please include additional discussion of conveyance intent of this particular site as described in the Report.
2. The provided drainage letter should included expanded discussion of the drainage routing concept. Include discussion of parameters of routing flows in excess of the LID 2-year flow rates being routed to the ROCV facility.
3. Driveway culvert in the existing drainage easement along N. Jasper Drive on Sheet GD01, should include/show outlet scour protection.
4. Show continuation of drainage easement to the west along Gemini and provide outlet scour protection for proposed driveway culvert on Sheet GD01.
5. Sheet SP01 identifies a pedestrian connectivity sidewalk along Gemini. Provide label for at grade crossing or show drainage conveyance beneath.
6. Sheet GD01 identifies a wall within the drainage easement nearest the intersection of Gemini and Jasper. No permanent structures will be allowed within the drainage easement. Please clarify what this structure is.
7. Private onsite stormwater conveyance nearest the intersection of Gemini and Jasper encroaches into public drainage easement. Revise layout to remove routing of proposed private system from within public drainage easement at the western most portion of the structure. Can this discharge into the existing drainage channel north of the building?
8. Private onsite stormwater conveyance nearest the intersection of Gemini and Jasper encroaches into public drainage easement. Provide separation structure at ROW boundary for the discharge of this private line or provide a perpendicular discharge from private conveyance to drainage easement.
9. Show separation manhole at ROW boundary at the southern driveway thus separating the public stormdrain from the private.
10. As the connection to the southern driveway culvert from the outlet of the LID/detention system is more than a single lateral with inlet, a connection manhole is required. Please show.

General Comments:

1. Roadway capacity for area of site drainage being routed to the roadway will need to be justified/evaluated. Provide discussion of this in final drainage documentation.
2. Flows in excess of the 10-year event may leave the roadway at the north east entrance and enter the site. Flows then would be routed through the site at its conveyance capacity and discharge to N. Gemini Drive. Document how this potential issue is being addressed. Provide discussion of this item in final drainage documentation.
3. Areas of impervious surfaces at or near the site entrance should be routed to the LID basin to the maximum extent practicable during final design.

Future Submittal Requirements:

1. Address the condition of approval items with Return for Correction requirements of other staff if applicable.

2. Civil Plan submittal to include revised drainage design documentation. Include all items previously discussed and address all condition of approval comments. Also include catchment delineations for any location of peak flow analysis.
3. Include high water line on exiting roadside ditch within the civil plan set.

Substantive Traffic: Reid Miller - ***Approved*** - 10/29/2018
No Comments

Substantive Water Services: Jim Davis – ***Approved*** **-** 10/30/2018
No Comments

Substantive Housing: Jennifer Mikelson – ***Approved*** - 11/08/2018
No Comments

Substantive HPC/Comm Design: Karl Eberhard – ***Approved*** **-** 11/14/2018
No Comments

Substantive Building & Safety: Patrick St. Clair - ***Approved with Conditions*** **-** 11/07/2018
Conditions of Site Plan Approval:
1. None

General comments pursuant to Site Plan review:
1. IBC 508.4.4.1 clarifies that separations indicated in table 508.4 shall be constructed as fire barriers per IBC 707 or horizontal assemblies complying with IBC 711, or both for complete occupancy separation.
2. An approved building permit will not be issued until a rough grading certificate has been received and approved by the engineering department. Retaining walls that are not part of a structure or are required to be in place as part of the rough grading permit shall be submitted for separate building permit approval.
3. Fire alarm and fire sprinkler systems can be submitted as deferred submittals. The drawings for those systems are reviewed for approval by the City of Flagstaff Fire Department. Contact Kent Snide @ 928.213.2508 for information concerning these reviews.

Comments for Future submittals:
1. At building permit submittal please include/clarify the following:
   a. Indicate the horizontal assembly locations required for compliant floor to floor occupancy separation on the building sections and/or plans.
   b. Include the fire separation requirement between the B and I-1 occupancies in the code review chart on sheet A1.
   c. Indicate the fire barrier required between the 1st floor B/A-2 occupancies.
   d. Indicate the fire barrier required between the 2nd floor B/I-1 occupancies.
   e. Indicate the fire barrier required between the 2nd floor A-2/I-1 occupancies.
   f. Clarify the location(s) of the required smoke partitions for the I-2 occupancy on the plans.
2. Generators shall comply with all applicable sections of IBC chapter 27.
3. Monument signs require a separate building permit application in addition to sign permit(s) required by the Current Planning program.

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

Engineering an environment of excellence.

PROJECT NARRATIVE
For
HIGHGATE FLAGSTAFF
SITE PLAN SUBMITTAL

SWI Project # 18051

Section 15, T 21 N, R 07 E, G&SRM
Coconino County, Flagstaff, Arizona

Prepared for:
Buron Inc. / Highgate
14203 Wide Hollow Road
Yakima, WA 98908

Prepared by:
Shephard-Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354

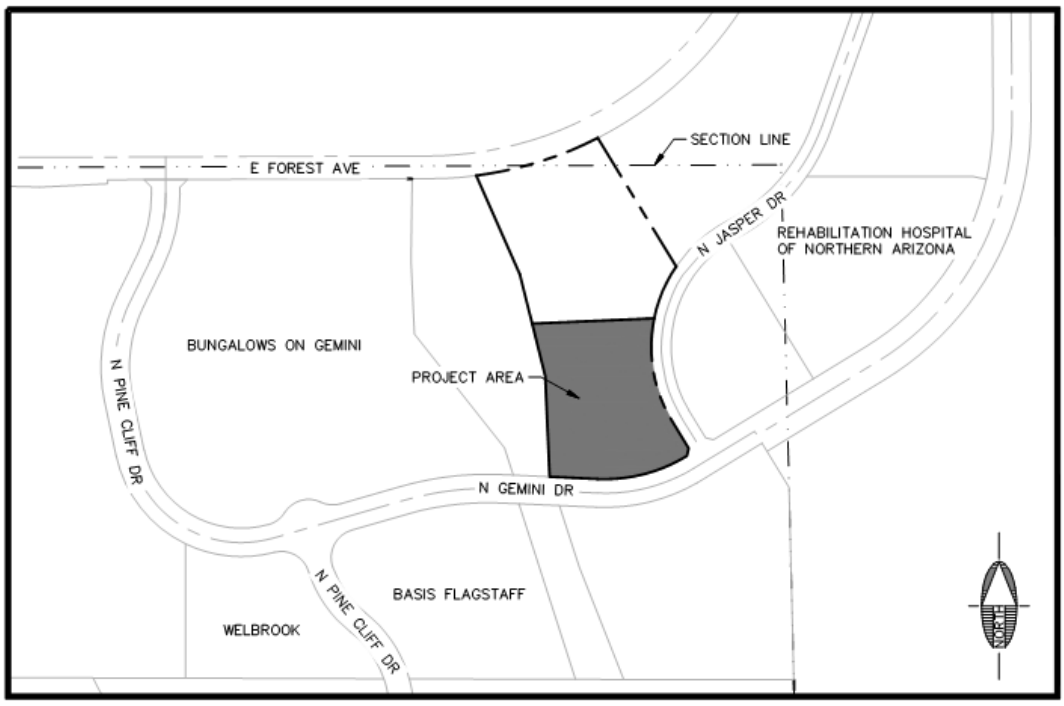
Originally Prepared:
September 17, 2018

Revised:
October 18, 2018

PROJECT SUMMARY

Highgate is proposing a new congregate care facility on McMillan Mesa called Highgate Flagstaff. The proposed site will consist of a new 2- and 3-story building with 60 assisted care apartments and 20 memory care apartments on approximately 3.34 acres. The facility will also have common areas including a dining room, kitchen, laundry, and activity spaces. The first floor is approximately 33,315 square feet, the second is approximately 31,666 square feet, and the third is approximately 23,831 square feet. The total square footage of the assisted care facility is approximately 88,812 square feet. The maximum allowable lot coverage for the site is 40% and the proposed building offers about 23% lot coverage.

The project is located on the west side of N. Jasper Drive and the north side of N. Gemini Drive, see Vicinity Map shown below. Access to the site will be provided by a proposed full access driveway on N. Jasper Drive and a proposed right-out only driveway on N. Gemini Drive.



VICINITY MAP
N.T.S.

PROJECT LOCATION

The project is located at 1831 N. Jasper Drive in Flagstaff, Arizona. The Site Plan application is specifically for APN 101-46-012. The project site is positioned in the Northeast ¼ of Section 15, Township 21 North, and Range 07 East, of the Gila and Salt River Base Meridian, Coconino County. The site is currently zoned Research and Development (RD) and will be rezoned to Community Commercial (CC) with the proposed project.

PROJECT DESCRIPTION
Highgate intends on building a congregate care facility to help provide support for the seniors of the Flagstaff Community. Buron Inc. / Highgate has hired SWI to compile and submit a site plan for submittal to the City of Flagstaff to satisfy the requirements of the City's Site Plan checklist.

LEGAL DESCRIPTION
The ALTA for the project is included in the Appendix.

WATER/SEWER
Water to the site will be provided by connection to an existing 8" water stub located in the northeast corner of the site. Sewer will be provided by a connection to an existing 6" sewer stub in the southeast corner of the site.

DRAINAGE/STORMWATER
The City requires detention/LID for any commercial development greater than ¼ acre in size. A waiver may be granted for sites with under 5,000 square feet of impervious area. The proposed site is undeveloped; therefore, 84,846 square feet of impervious cover are added with this project. A 7,245 cubic foot underground LID basin is proposed to be located in the southwest portion of the site. Regional Detention Pond A-1, north of Bungalows on Gemini, will provide detention for this project. According to the Drainage Statement Letter submitted with this application, additional onsite detention for the project is not required.

Appendix A

PLOTTED: Apr 10, 2018 - 2:13pm

ALTA/NSPS
LAND TITLE SURVEY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10,
AND THE NORTHEAST QUARTER OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN, CITY OF FLAGSTAFF,
COCONINO COUNTY, ARIZONA

LEGAL DESCRIPTION

PER COMMITMENT FOR TITLE INSURANCE ORDER NO. A-102920 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: FEBRUARY 16, 2018 AT 5:00 P.M.
THE LAND REFERRED TO HEREIN BELOW IS SITUATED FLAGSTAFF, IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

LOT 3, MCMILLAN MESA VILLAGE, TRACT E & F, ACCORDING TO PLAT RECORDED AUGUST 16, 2016 IN INSTRUMENT NO. 3760563, RECORDS OF COCONINO COUNTY, ARIZONA.

SCHEDULE B ITEMS

THE FOLLOWING LIST CONSISTS OF THE SCHEDULE B EXCEPTIONS PER COMMITMENT FOR TITLE INSURANCE ORDER NO. A-102920 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: FEBRUARY 16, 2018 AT 5:00PM

ITEM NO.	BOOK/PAGE	DESCRIPTION	LOCATION
1	N/A	SUBSEQUENT TAXES/ASSESMENTS	N/A
2	N/A	TAXES/ASSESMENTS 2017	N/A
3	N/A	TAXES/ASSESMENTS 2018	N/A
4	N/A	LIABILITIES AND OBLIGATION	N/A
5	N/A	RESERVATIONS AND EXCEPTIONS	N/A
6	N/A	WATER RIGHTS	N/A
7	DOCKET 1156, PAGE 190	ELECTRICAL LINE EASEMENT	AS SHOWN
8	DOCKET 1531, PAGE 90	PUBLICK ROW EASEMENT	N/A
9	INST#3084268, 3087622, 3120952 3376524, 3470071, 3582684, 3672665 ,3761162	RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES, OBLIGATIONS	N/A
10	INST#3220486, 3480611, 3529585, 3582684	RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES, OBLIGATIONS	N/A
11	INST#3432671	TERMS, CONDITIONS, LIABILITIES AND OBLIGATIONS	N/A
12	INST#3488287, 3514405	EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS	AS SHOWN
13	INST#3488288	TERMS, CONDITIONS, LIABILITIES AND OBLIGATIONS	N/A
14	INST#3488289, 2485980, 3582684, 3672665	RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES, OBLIGATIONS	N/A
15	INST#3488289, 3485979	FAILURE TO RECORD RATIFICATION	N/A
16	INST. #3760562	TERMS, CONDITIONS, LIABILITIES AND OBLIGATIONS	N/A
17	INST# 3760563	EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS	AS SHOWN
18	N/A	POSSIBLE RIGHTS OF PARTIES	N/A

NOTES:

AS TO THE TITLE MATTERS SHOWN HEREON, SHEPHARD-WESNITZER, INC. HAS RELIED ON THE COMMITMENT FOR TITLE INSURANCE ORDER NO. A-102920 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: FEBUARY 16, 2018 AT 5:00 PM

SHEPHARD-WESNITZER, INC. AND AARON D. BORLING, RLS, MAKES NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE SUBJECT COMMITMENT FOR TITLE INSURANCE.

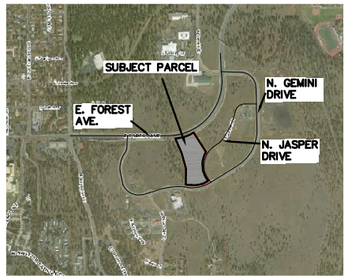
AS FOR THE BOUNDARY INFORMATION SHOWN HEREON, SHEPHARD-WESNITZER, INC. HAS RELIED ON RECORD INFORMATION PROVIDED IN THE COMMITMENT FOR TITLE INSURANCE ORDER NO. A-102920 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: FEBUARY 16, 2018 AT 5:00 PM

NO OTHER REFERENCE INFORMATION NOT LISTED IN THE CURRENT TITLE REPORT OR SHOWN HEREON WAS RESEARCHED, REFERENCED, OR MADE A PART OF THIS SURVEY.

TOPOGRAPHIC INFORMATION SHOWN HEREON WAS OBTAINED BY SHEPHARD-WESNITZER, INC. IN JANUARY 2018. UTILITY LOCATIONS SHOWN HEREON ARE BASED ON THE LOCATION OF ABOVE-GROUND APPURTENANCES, AVAILABLE UTILITY BLUE-STAKE MARKINGS, AND CITY OF FLAGSTAFF GIS UTILITY MAPS. FOR ACCURATE UTILITY LOCATIONS, ADDITIONAL UTILITY POT-HOLING AND/OR BLUE-STAKING MAY BE REQUIRED TO REVEAL ACTUAL UNDERGROUND LOCATIONS.

THE SUBJECT PROPERTY HAS DIRECT ACCESS TO N. KING STREET, A PUBLIC RIGHT-OF-WAY AS SHOWN.

NO ENCROACHMENTS ONTO THE SUBJECT PROPERTY WERE OBSERVED DURING THE COURSE OF THIS SURVEY.



VICINITY MAP (Not to scale)

ZONING CLASSIFICATION:

RESEARCH AND DEVELOPMENT (RD)
CITY OF FLAGSTAFF LAND DEVELOPMENT CODE SEC. 10-40.30.025 (RD)

-SETBACK FRONT
(MIN.): 25'

-SETBACK REAR
ADJACENT TO RESIDENTIAL(MIN.): 15'
ALL OTHER USES(MIN.): 10'

-SETBACK SIDE
ADJACENT TO RESIDENTIAL(MIN.): 15'
ALL OTHER USES(MIN.): 0'
EXTERIOR (MIN.) 15'

-BUILDING HEIGHT (MAX.): 60'
-COVERAGE (MAX.): 25%
-GROSS FAR (MAX.): 0.5
-LOT REQUIREMENTS
AREA GROSS (MIN.): 20,000 SF
WIDTH (MIN.): 75'
DEPTH (MIN.): --

FLOOD ZONE CLASSIFICATION:

ZONE 'X' - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

(PER FEMA FLOOD INSURANCE RATE MAP NUMBER 04005C6809G, EFFECTIVE DATE 9-03-2010).

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER - NOTES, LEGAL DESCRIPTION
2	SUBJECT PARCEL GEOMETRY
3	TOPOGRAPHIC FEATURES

COORDINATE SYSTEM DETAILS

LINEAR UNIT: INTERNATIONAL FEET
GEODETIC DATUM: NAD 83 (2011)
VERTICAL DATUM: NAVD 88 (SEE BELOW)
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION PROJECTION

PROJECTION:
TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN: 35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN: 111° 37' 00" W
NORTHING AT GRID ORIGIN: 0.0 FT
EASTING AT CENTRAL MERIDIAN: 70,000 FT
CENTRAL MERIDIAN SCALE FACTOR: 1.000333 (EXACT)

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODETIC NORTH. NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM NGS CONTROL POINT 'AZFL' (CORS NAVD 88) USING GPS WITH NGS GEOID MODEL "GEOID12A (CONUS)". ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE PUBLISHED ELEVATION OF THIS STATION.

THE SURVEY WAS CONDUCTED USING GPS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). LOCAL NETWORK ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL AND ARE BASED ON AN APPROPRIATELY CONSTRAINED LEAST-SQUARES ADJUSTMENT OF STATISTICALLY INDEPENDENT OBSERVATIONS.

POINT # 4251 3" BRASS CAP USDI-BLM 1981		
LATITUDE = N35°12'38.55632"	NORTHING = 76721.086 FT	ESTIMATED ACCURACY
LONGITUDE = W111°37'52.41747"	EASTING = 76721.086 FT	HORIZ = ±0.051 FT
ELLIPSOID HEIGHT = 7027.83 FT	ELEVATION = 7100.402 FT	VERT = ±0.061 FT
POINT # 4000 2" ALUMINUM CAP "COF 40321"		
LATITUDE = N35°12'36.86546"	NORTHING = 65519.087 FT	ESTIMATED ACCURACY
LONGITUDE = W111°37'53.98090"	EASTING = 76550.088 FT	HORIZ = ±0.046 FT
ELLIPSOID HEIGHT = 7017.788 FT	ELEVATION = 7090.321 FT	VERT = ±0.069 FT
POINT # 3068 NAIL IN CONCRETE		
LATITUDE = N35°12'38.27311"	NORTHING = 76692.569 FT	ESTIMATED ACCURACY
LONGITUDE = W111°38'02.11052"	EASTING = 64844.278 FT	HORIZ = ±0.036 FT
ELLIPSOID HEIGHT = 6998.673 FT	ELEVATION = 7071.189 FT	VERT = ±0.054 FT

LAND SURVEYOR CERTIFICATE:

TO: FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 6, 7(a), 7(b)(i), 7(c), 8, 11, 13 FROM TABLE A THEREOF. THE FILED WORK WAS COMPLETED ON APRIL 1, 2018.

DATE OF PLAT OR MAP: 4-9-2018

Aaron D. Borling, RLS 48756

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

REVISIONS			
NO.	DESCRIPTION	DATE	BY

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

JOB NO:	18051
DATE:	4-9-2018
SCALE:	AS SHOWN
DRAWN:	MJR
DESIGN:	
CHECKED:	ADB

HIGHGATE FLAGSTAFF — FLAGSTAFF, ARIZONA

ALTA/NSPS LAND TITLE SURVEY
APN: 101-14-6012

REGISTERED LAND SURVEYOR — 48756 AARON D. BORLING — Date Signed 4/9/18 — ARIZONA, USA — Expires 12/31/20

DRAWING NO. A1

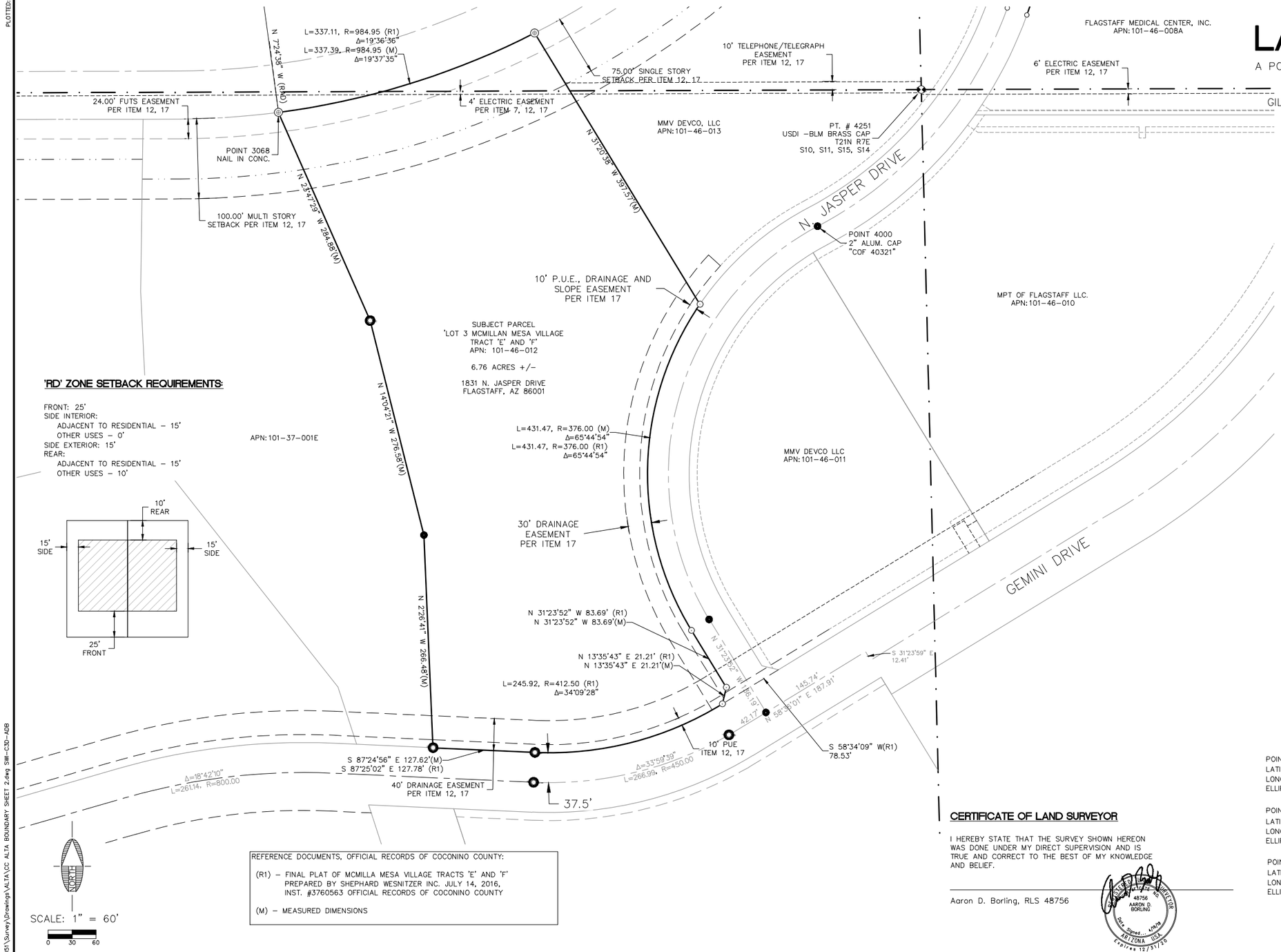
SHT NO. 1 OF 3

FILE: P:\2018\18051\Survey\Drawings\ALTA\COVER SHEET.dwg MJR-C3D-17

PLOTTED: Apr 25, 2018 - 4:43pm

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, AND THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST GILA AND SALT RIVER MERIDIAN, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA



'RD' ZONE SETBACK REQUIREMENTS:

FRONT: 25'
SIDE INTERIOR:
ADJACENT TO RESIDENTIAL – 15'
OTHER USES – 0'
SIDE EXTERIOR: 15'
REAR:
ADJACENT TO RESIDENTIAL – 15'
OTHER USES – 10'

REFERENCE DOCUMENTS, OFFICIAL RECORDS OF COCONINO COUNTY:

(R1) – FINAL PLAT OF MCMILLA MESA VILLAGE TRACTS 'E' AND 'F' PREPARED BY SHEPHARD WESNITZER INC. JULY 14, 2016, INST. #3760563 OFFICIAL RECORDS OF COCONINO COUNTY

(M) – MEASURED DIMENSIONS

LEGEND

- PARCEL BOUNDARY LINE
- EASEMENTS AS NOTED
- SECTION LINE
- SETBACK AS NOTED
- SETBACK AS NOTED
- ADJACENT PARCEL / RIGHT-OF-WAY
- CENTERLINE
- FOUND SECTION CORNER MONUMENT AS NOTED
- FOUND 2" ALUMINUM CAP "SWI 40640"
- FOUND 2" ALUMINUM CAP "COF 40321" UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR W/ TAG STAMPED "RLS 40460"
- FOUND NAIL
- SET 1/2" REBAR W/ ALUM. CAP "RLS 48756"

COORDINATE SYSTEM DETAILS

LINEAR UNIT:	INTERNATIONAL FEET
GEODETIC DATUM:	NAD 83 (2011)
VERTICAL DATUM:	NAVD 88 (SEE BELOW)
SYSTEM:	CITY OF FLAGSTAFF LOW DISTORTION PROJECTION

PROJECTION:
TRANSVERSE MERCATOR

LATITUDE OF GRID ORIGIN:	35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN:	111° 37' 00" W
NORTHING AT GRID ORIGIN:	0.0 FT
EASTING AT CENTRAL MERIDIAN:	70,000 FT
CENTRAL MERIDIAN SCALE FACTOR:	1.000333 (EXACT)

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ELLIPSOID HEIGHT = 6998.673 FT	ELEVATION = 7071.189 FT	VERT = ±0.054 FT

CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Aaron D. Borling, RLS 48756

CERTIFICATE NO. 48756 AARON D. BORLING Date Signed 4/19/18 ARIZONA U.S.A. Expires 12/31/19

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

NO.	DESCRIPTION	DATE	BY

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

JOB NO:	18051
DATE:	4-19-2018
SCALE:	1"=60'
DRAWN:	MJR
DESIGN:	
CHECKED:	ADB

HIGHGATE FLAGSTAFF — FLAGSTAFF, ARIZONA

ALTA/NSPS LAND TITLE SURVEY
APN: 101-46-012

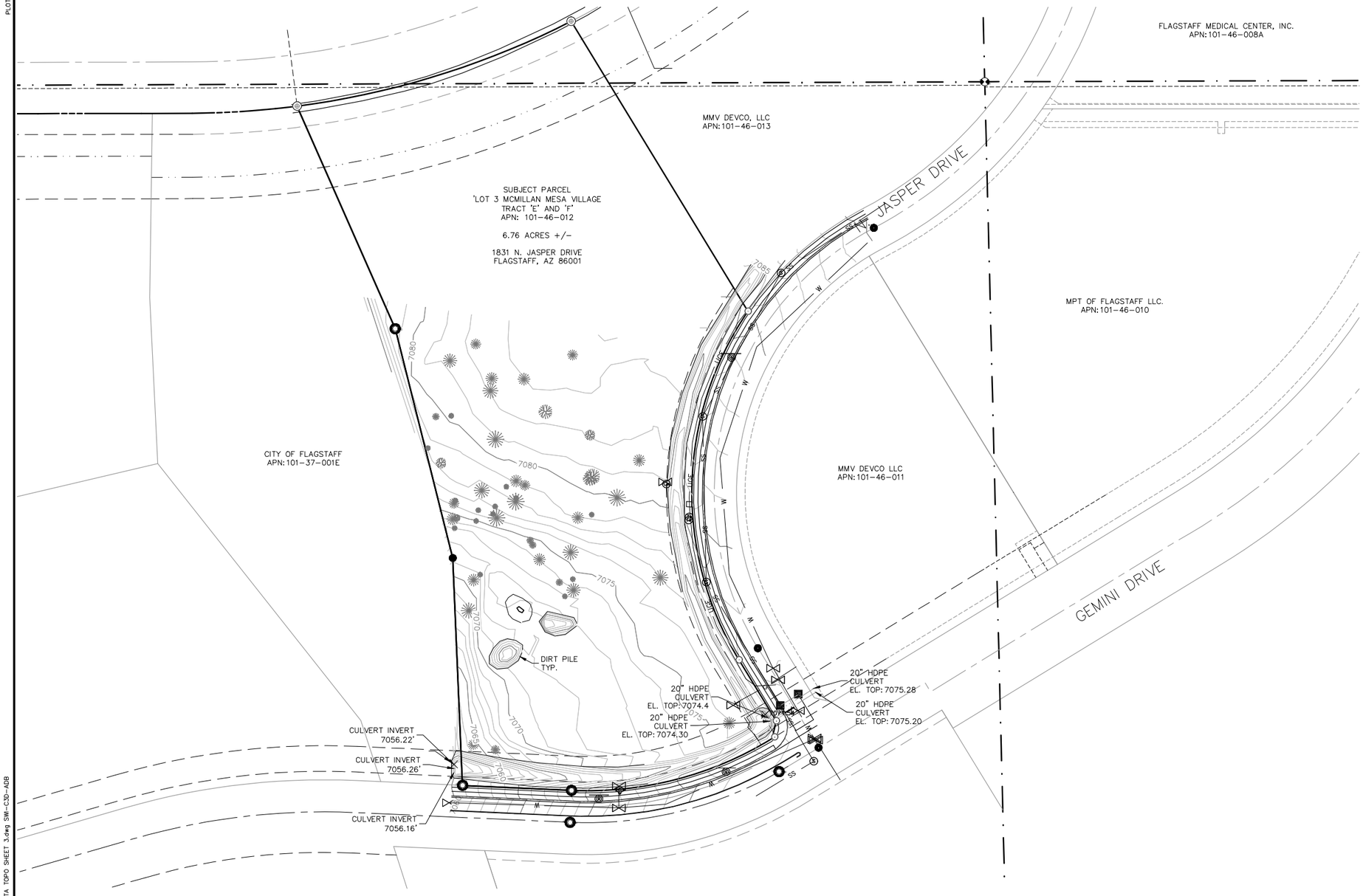
DRAWING NO. A2
SHT NO. 2 OF 3

FILE: P:\2018\18051\Survey\Drawings\ALTA\CC ALTA BOUNDARY SHEET 2.dwg SWI-CSD-ADB

PLOTTED: Apr 23, 2018 - 5:08pm

ALTA/NSPS
LAND TITLE SURVEY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10,
AND THE NORTHEAST QUARTER OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN, CITY OF FLAGSTAFF,
COCONINO COUNTY, ARIZONA



LEGEND

- CONTOUR LINES (1000)
- PARCEL BOUNDARY LINE
- EDGE OF ASPHALT
- EDGE OF CURB/GUTTER
- EDGE OF CONCRETE
- CENTERLINE
- EDGE OF BULDING
- UGE — UNDERGROUND ELECTRIC LINE
- G — UNDERGROUND GAS LINE
- W — WATER LINE
- SS — SANITARY SEWER LINE
- PAINT STRIPE
- SEWER MANHOLE TOP
- SEWER VALVE
- WATER VALVE
- TELEPHONE RISER
- GAS RISER
- ELECTRIC TRANSFORMER
- ELECTRIC PULLBOX
- SIGN
- FIRE HYDRANT
- CATCH BASIN/GRATE
- PINE TREE
- JUNIPER TREE

NORTH

SCALE: 1" = 60'

0 30 60

CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Aaron D. Borling, RLS 48756

CERTIFICATE NO. 48756 AARON D. BORLING Date Signed 4/19/18 ARIZONA USA Expires 12/31/19

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

NO.	DESCRIPTION	DATE	BY

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

JOB NO:	18051
DATE:	4-19-2018
SCALE:	1"=60'
DRAWN:	MJR
DESIGN:	
CHECKED:	ADB

HIGHGATE FLAGSTAFF — FLAGSTAFF, ARIZONA

ALTA/NSPS LAND TITLE SURVEY
APN: 101-46-012

DRAWING NO. A3

SHT NO. 3 OF 3

FILE: P:\2018\18051\Survey\Drawings\ALTA\CC ALTA TOPO SHEET 3.dwg SWI-C3D-ADB

PLOTTED: Feb 25, 2019–1:56pm

SITE PLAN
FOR
HIGHGATE FLAGSTAFF
FLAGSTAFF, ARIZONA

LOCATED IN THE NE $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE AND MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

CITY CONCEPT APPROVAL

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS AND OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

CITY ENGINEER:

BY: _____ DATE:

CITY PUBLIC WORKS DIRECTOR

BY: _____ DATE:

CITY WATER SERVICE DIRECTOR

BY: _____ DATE:

AUTHORIZATION TO CONSTRUCT:

THE SIGNATURES ABOVE ARE REQUIRED BEFORE THE CONTRACTOR CAN COMMENCE. UNSIGNED, THESE PLANS HAVE NOT BEEN COMPLETED WITH RESPECT TO AGENCY REVIEW AND APPROVAL.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY: _____ DATE:

UNISOURCE ENERGY SERVICES

BY: _____ DATE:

CENTURYLINK

BY: _____ DATE:

ALTICE U.S.A

BY: _____ DATE:

UTILITY COMPANY CONTACTS

APS
CONTACT: RYAN WIESNER
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
RYAN.WIESNER@APS.COM
PHONE: (928) 773–6447

CENTURYLINK
CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@CENTURYLINK.COM
PHONE: (928) 779–4935

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226–2269

ALTICE USA
CONTACT: SANFORD YAZZIE
1601 SOUTH PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266–0672

RESOURCE PRESERVATION

THE PROJECT FALLS WITHIN PARCELS D2 AND E AS SHOWN ON THE APPROVED MCMILLAN MESA VILLAGE NRPP. ACCORDING TO NOTE 6 ON SHEET 2 OF THE NRPP, IT IS ASSUMED THAT 0% OF THE TREE RESOURCES ON EITHER PARCEL ARE TO BE PRESERVED.

IMPERVIOUS AREA SUMMARY

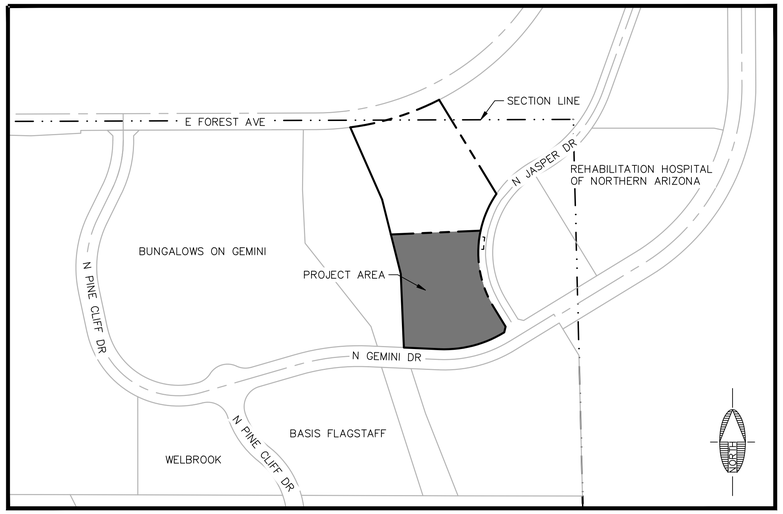
PRE–DEVELOPMENT IMPERVIOUS AREA = 0 SF
POST–DEVELOPMENT IMPERVIOUS AREA = 84,846 SF

FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6809G, EFFECTIVE SEPTEMBER 2, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SOURCE OF PROJECT INFORMATION

BOUNDARY AND TOPOGRAPHIC INFORMATION BASED ON ALTA/NSPS LAND TITLE SURVEY PROVIDED BY SWI, DATED 4/19/2018.



VICINITY MAP
N.T.S.

PROJECT OWNER:

MMV DEVCO, LLC.
RAINTREE CORPORATE CENTER
15300 N. 90TH STREET, STE. 200
SCOTTSDALE, AZ 85620
(480) 627–7000

PROJECT DEVELOPER:

BURON INC.
DAN STRINDEN
14203 WIDE HOLLOW ROAD
YAKIMA, WA 98908

PROJECT ARCHITECT:

TWM ARCHITECTS & PLANNERS
PAUL HARTMAN
1011 C STREET
SAN RAFAEL, CA 94901
(415) 472–5770 EXT. #39

PROJECT ENGINEER:

SHEPHARD WESNITZER INC.
STEPHEN IRWIN
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773–0354

PROPERTY INFORMATION:

LATITUDE: 35°12'34" N LONGITUDE: 111°37'58" W

1831 N. JASPER DRIVE
FLAGSTAFF, AZ 86004

APN# 101–46–012 (±3.34 AC OF 6.76 AC)

EXISTING ZONING: RESEARCH & DEVELOPMENT (RD)
PROPOSED ZONING: COMMUNITY COMMERCIAL (CC)

LEGEND

- ROW
- EASEMENT
- 8"SS — GRAVITY SEWER LINE
- 8"W — PUBLIC WATER LINE
- STORM DRAIN PIPE
- LOT BOUNDARY
- FIRE HYDRANT
- WATER METER
- SEWER MANHOLE
- STORM DRAIN MANHOLE
- STORM DRAIN GRATE
- RPA — REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY
- GATE VALVE
- PROPOSED DRAINAGE FLOW
- PROPOSED UNDERGROUND STORMTECH SC–740 CHAMBERS FOR LID POND
- EX. LOT LINE
- EX. EASEMENT
- EX. 100–YR FLOODPLAIN
- EX. INTERMEDIATE CONTOUR
- 6945 — EX. INDEX CONTOUR
- 12"W — EX. WATER LINE
- EX. SEWER LINE
- G — EX. GAS
- S — EX. STORM DRAIN
- UGE — EX. UNDERGROUND UTIL.
- OHE — EX. OVERHEAD UTIL.
- EX. ROAD STRIPING
- WV — EX. WATER VALVE
- EX. IRRIGATION
- EX. SIGNAGE
- EX. LIGHT POLE
- 50687478 — EX. ELECTRIC BOX
- EX. DRAINAGE FLOW
- SECTION LINE

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FLAGSTAFF ARIZONA

HIGHGATE FLAGSTAFF

COVER SHEET

JOB NO: 18051
DATE: FEB 19
SCALE: AS SHOWN
DRAWN: KMB/CNP
DESIGN: KMB/BH
CHECKED: SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

Shephard Wesnitzer, Inc.

Call at least two full working days before you begin excavation
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8–1–1 or 1–800–STAKE–IT (782–5348)

DRAWING NO.
CVR

SHT NO. 1 OF 3

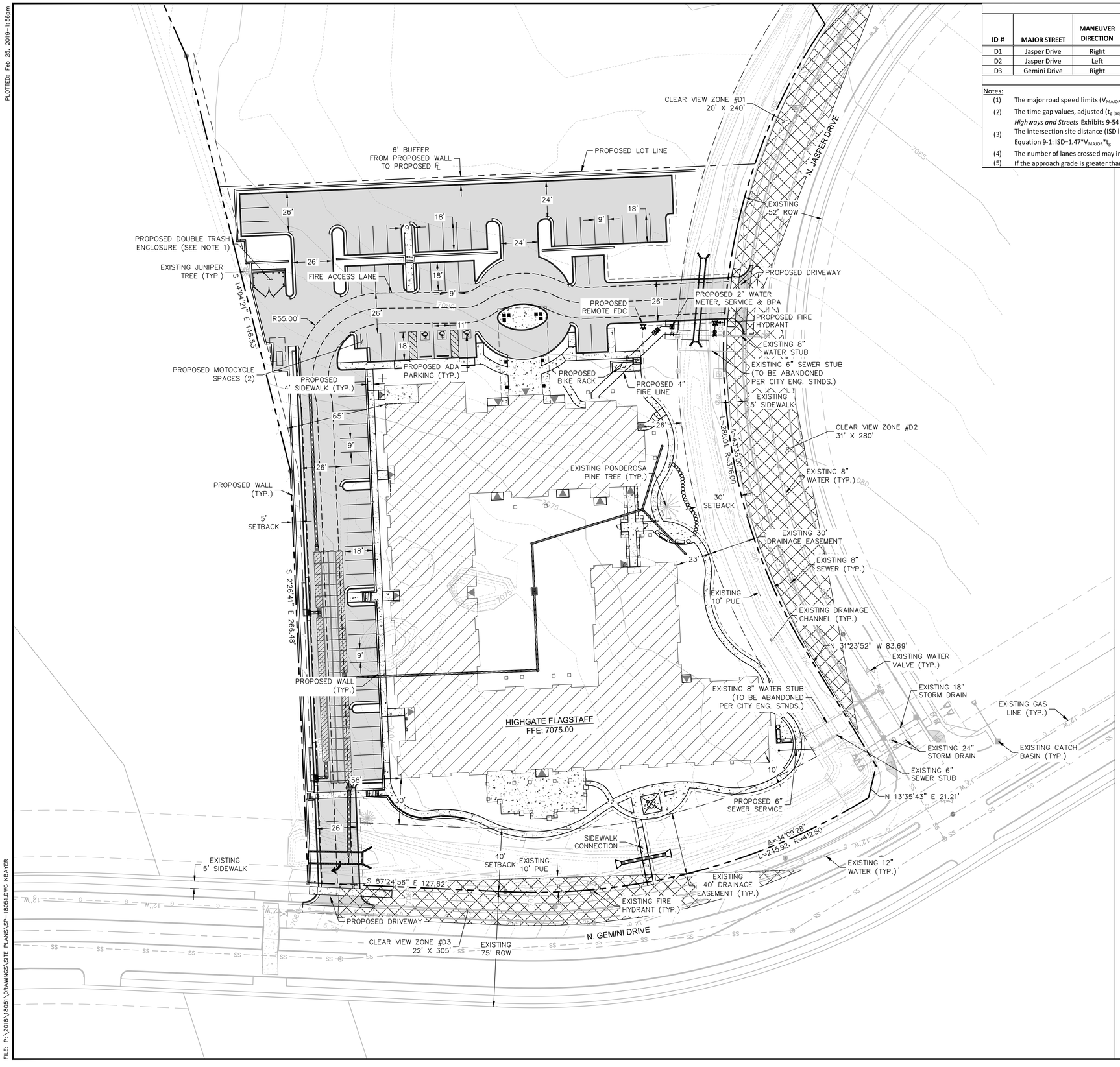
FILE: P:\2018\18051\DRAWINGS\SITE PLANS\CVR–18051.DWG KBAYER

PLOTTED: Feb. 25, 2019--1:56pm

CLEAR VIEW ZONE CALCULATIONS

ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (V_{MAJOR})[1]	TIME GAP $t_{g\,(unadjusted)}$[2]	GRADE ≤ 3%	ACTUAL GRADE[5]	MULTIPLE LANE CROSSINGS	NO. OF LANES[4]	TIME GAP $t_{g(adjusted)}$[2]	INTERSECTION SIGHT DISTANCE (ISD[3])	STOPPING SIGHT DISTANCE (SSD)
D1	Jasper Drive	Right	25	6.5	Yes	2%	No	1	6.5	240	155
D2	Jasper Drive	Left	25	7.5	Yes	2%	No	2	8.0	280	155
D3	Gemini Drive	Right	30	6.5	No	7%	No	1	6.9	305	200

Notes:
(1) The major road speed limits (V_{MAJOR} in MPH) are based on existing conditions in the project vicinity.
(2) The time gap values, adjusted ($t_{g\,(adjusted)}$ in seconds) and unadjusted ($t_{g\,(unadjusted)}$ in seconds), are based on the current site plan and the *AASHTO-Geometric Design of Highways and Streets* Exhibits 9-54 and 9-57 for D1 and D2 and Exhibits 9-66 and 9-67 for M1. The first lane crossed does not warrant an adjustment to the time gap.
(3) The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the *AASHTO-Geometric Design of Highways and Streets*. Equation 9-1: $ISD=1.47*V_{MAJOR}*t_g$
(4) The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.
(5) If the approach grade is greater than 3%, add 0.1 seconds for each percent grade.



NOTES:

1. TRASH BIN WILL BE ROLLED OUT OF ENCLOSURE TO THE SOUTH TO BE EASILY ACCESSED BY CITY TRASH TRUCK FOR PICK UP.

PROJECT DATA:

SITE ACREAGE = 145,328 SF / 3.34 AC

ASSISTED CARE FACILITY:
1ST FLOOR = 33,315 SF
2ND FLOOR = 31,666 SF
3RD FLOOR = 23,831 SF
TOTAL = 88,812 SF

TOTAL UNITS = 80
60 ASSISTED LIVING "MANOR" UNITS
20 MEMORY CARE "COTTAGE" UNITS

BUILDING HEIGHT = 40' MAX
PROPOSED BUILDING HEIGHT = 35'
FAR = 2.5 MAX
TOTAL BUILDING SQUARE FEET = 88,812 SF
TOTAL GROUND FLOOR = 33,315 SF
PROPOSED FAR = 0.61

LOT COVERAGE = 40% MAX
PROPOSED LOT COVERAGE = 23%

PARKING
0.75 SPACES PER UNIT (45 SPACES REQUIRED*)
*MEMORY CARE RESIDENTS CANNOT DRIVE
1 SPACE PER EMPLOYEE (26 SPACES REQUIRED)

TOTAL PARKING REQUIRED = 71 SPACES
PARKING REDUCTIONS = 1 SPACE FOR BIKE PARKING
2 SPACES FOR MOTORCYCLE PARKING
3 SPACES FOR PROXIMITY TO TRANSIT STOP (¼ MILE)
TOTAL PARKING REQUIRED W/REDUCTION = 65 SPACES (WITH 3 ADA SPACES)
TOTAL PARKING PROVIDED = 65 SPACES

TOTAL BIKE REQUIRED = 4 SPACES
TOTAL BIKE PROVIDED = 4 SPACES

TOTAL MOTORCYCLE REQUIRED = 2 SPACES
TOTAL MOTORCYCLE PROVIDED = 2 SPACES

SCALE 1" : 30'
0 15 30

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FLAGSTAFF ARIZONA

HIGHGATE FLAGSTAFF

CIVIL SITE PLAN

JOB NO: 18051
DATE: FEB 19
SCALE: AS SHOWN
DRAWN: KMB/CNP
DESIGN: KMB/BH
CHECKED: SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

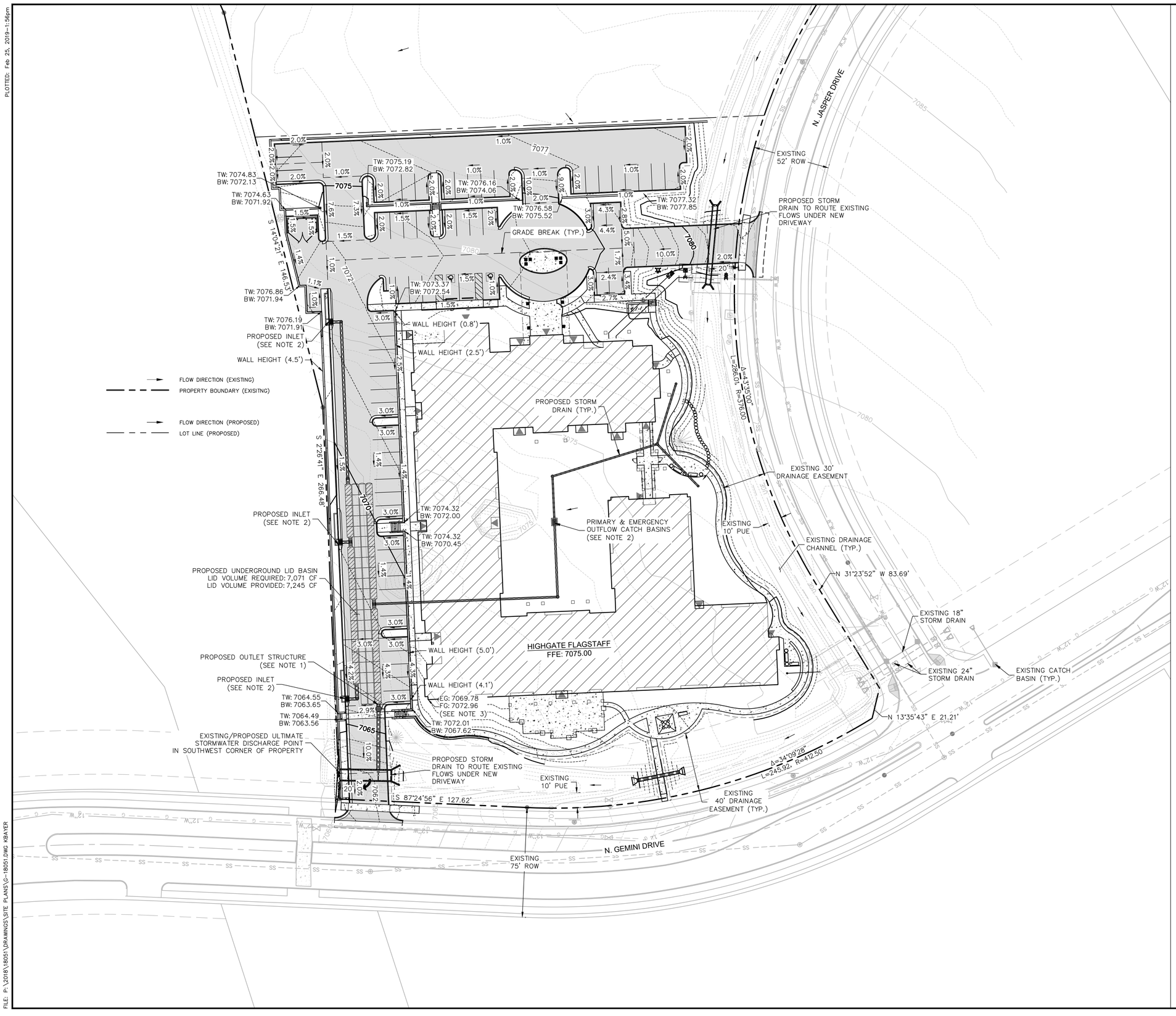
Call at least two full working days before you plan to excavate
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
SP01

SHT NO. 2 OF 3

FILE: P:\2018\18051\DRAWINGS\SITE PLANS\SP--18051.DWG KBAYER

PLOTTED: Feb. 25, 2019--1:56pm



Site Plan Impervious Areas & LID Analysis

Basin ID	Site Area (sf)	Total impervious area for LID (sf)	Required 1" LID volume based on impervious gross area (cf)	LID required depth (ft)
				0.08
1	145,328	84,846	7,071	

1. Gross required 1" LID volume is for impervious area including streets, parking, sidewalks and buildings.

NOTES:

1. OUTLET STRUCTURE WILL BE DESIGNED TO RETAIN THE REQUIRED LID VOLUME. AN OUTFLOW WEIR WILL ALLOW HIGHER FLOWS TO OVERTOP A WEIR AND DISCHARGE INTO THE GEMINI ROADSIDE DITCH.
2. LOCATION AND SIZE OF CATCH BASINS WILL BE DETERMINED WITH CONSTRUCTION PLANS.
3. PER THE MCMILLAN MESA SPECIFIC PLAN, THE MAXIMUM BUILDING HEIGHT ALLOWED IS 40 FEET FROM EXISTING OR PROPOSED GRADE, WHICHEVER YIELDS THE GREATEST HEIGHT. THE FINISHED GRADE IS 5 FEET HIGHER THAN EXISTING GRADE; THEREFORE, THE PROPOSED BUILDING HEIGHT IS 35 FEET.

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FLAGSTAFF ARIZONA

HIGHGATE FLAGSTAFF

GRADING AND DRAINAGE PLAN

JOB NO: 18051
DATE: FEB 19
SCALE: AS SHOWN
DRAWN: KMB/CNP
DESIGN: KMB/BH
CHECKED: SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

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928.773.0334
928.774.8934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

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Arizona Blue Stake, Inc.

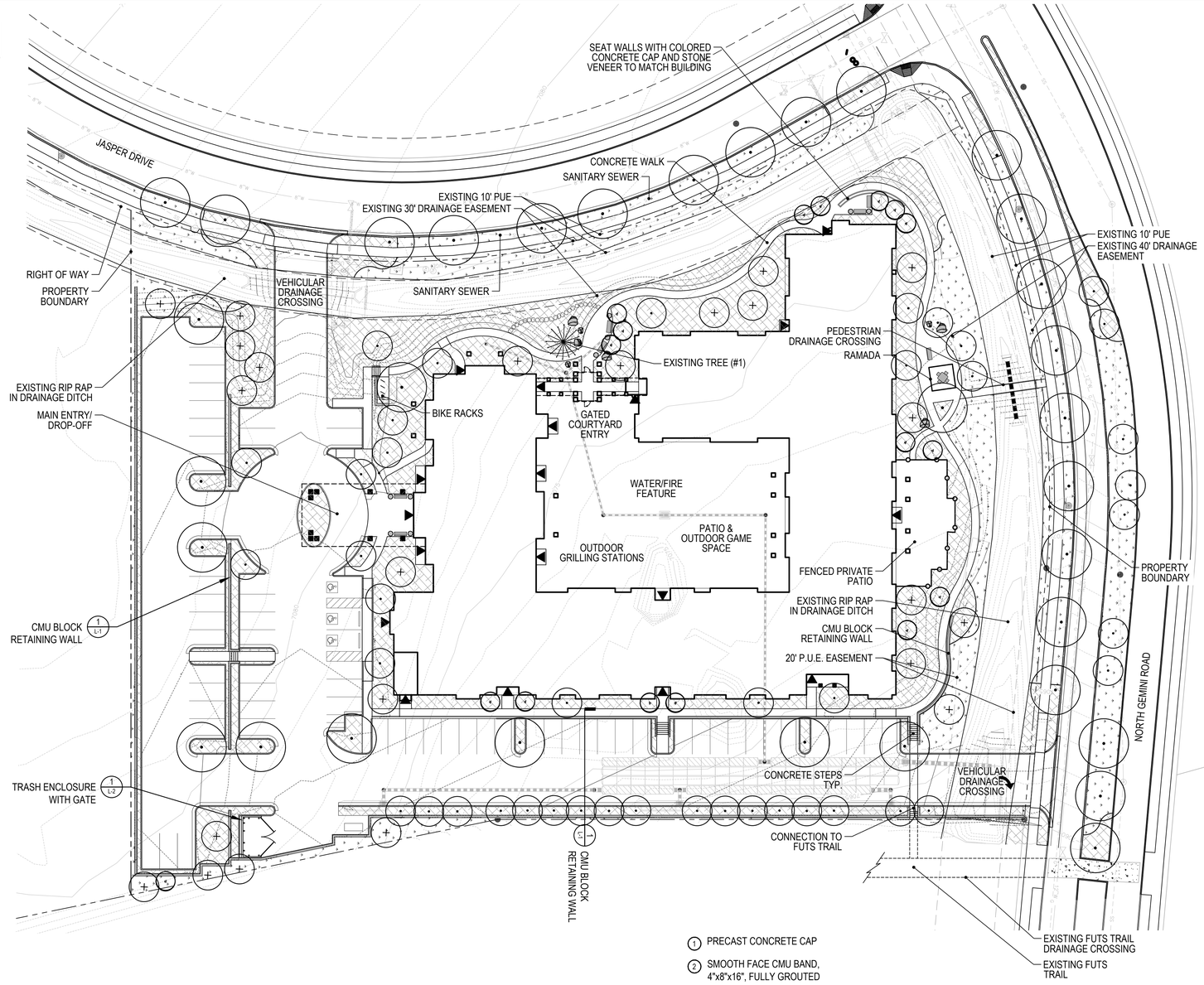
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GD01

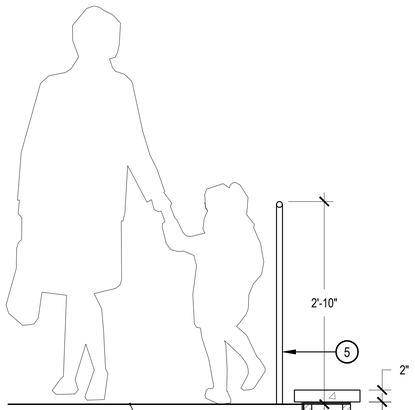
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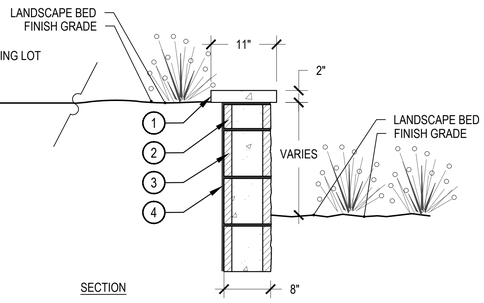
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EXISTING TREE CALCULATIONS

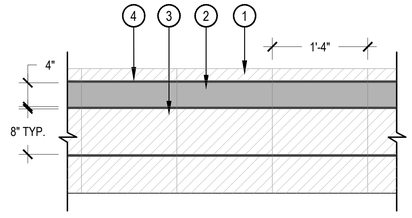
TREE ID#	SIZE (DBH)
#1 - PONDEROSA PINE	10"







SECTION



ELEVATION

1. PRECAST CONCRETE CAP
2. SMOOTH FACE CMU BAND, 4"x8"x16", FULLY GROUTED
3. SPLITFACE CMU, 8"x8"x16", FULLY GROUTED
4. ¾" GROUTED JOINTS
5. GUARDRAIL, 1" Ø TUBE RAILS AND POST

NOTES:
1. RETAINING WALL WITH FALL PROTECTION GUARDRAILS ONLY REQUIRED WHERE WALKING SURFACE IS LOCATED WITHIN 30" OF RETAINING WALL WITH VERTICAL DROP OF 36" OR GREATER.

1 CMU BLOCK RETAINING WALL

SCALE: 1" = 1'-0"

LEGEND

- CANOPY TREE
- EVERGREEN TREE
- LARGE ORNAMENTAL TREE
- SMALL ORNAMENTAL TREE
- EXISTING PONDEROSA PINE TREE
- WALLS
- BENCH
- PLANTER POT
- OUTDOOR TABLE
- BIKE RACK
- BOULDER
- LANDSCAPE BED
- NATIVE SEED

HYDROZONE NOTES

1. ALL LANDSCAPE BEDS WILL BE CLASSIFIED AS HYDROZONE 2 TRANSITION ZONE.
2. ALL AREAS OF NATIVE SEED SHALL BE CONSIDERED HYDROZONE 3 NATIVE ZONE.
3. HYDROZONE 1 OASIS ZONES MAY OCCUR WITHIN THE COURTYARD AND WILL BE VERY LIMITED IN SIZE.

NORTH

0 15' 30' 60'

SCALE: 1"=30'-0"

CHECKED BY: AH
DRAWN BY: AH/KW

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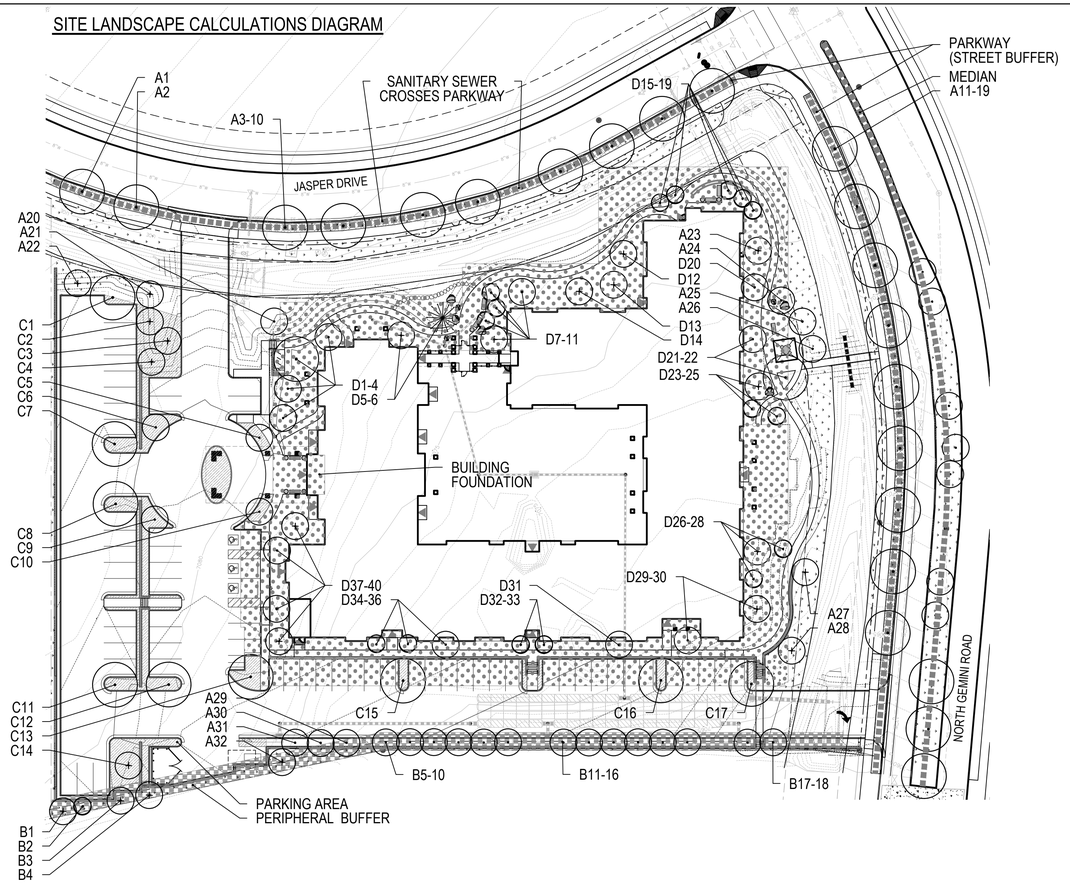
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DATE:
06/12/18 CONCEPT PLAN
07/26/18 CONCEPT PLAN
09/18/18 SITE PLAN
12/27/18 SITE PLAN
01/24/19 SITE PLAN
02/07/19 SITE PLAN
02/26/19 SITE PLAN

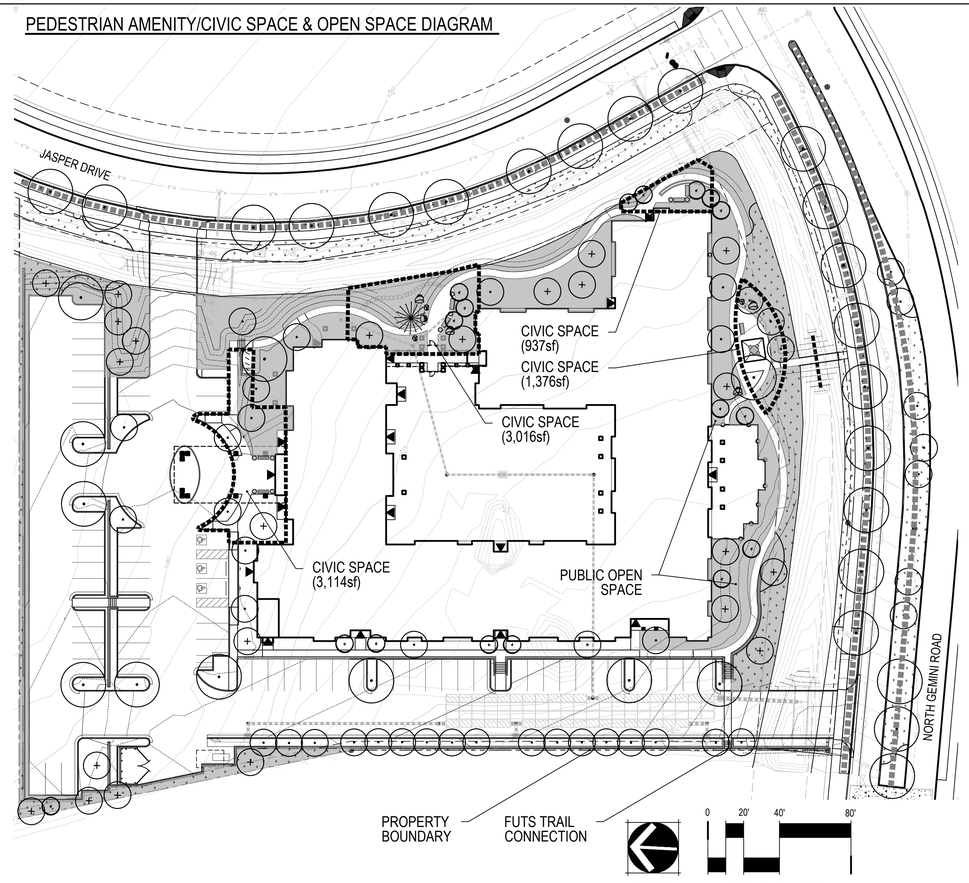
SHEET TITLE:
LANDSCAPE PLAN

L-1

SITE LANDSCAPE CALCULATIONS DIAGRAM



PEDESTRIAN AMENITY/CIVIC SPACE & OPEN SPACE DIAGRAM



LEGEND

- STREET BUFFER
- PARKING AREA
- *PERIPHERAL BUFFER
- BUILDING FOUNDATION
- PUBLIC OPEN SPACE
- OUTDOOR PEDESTRIAN AMENITY SPACE/CIVIC SPACE
- PARKWAY AND MEDIAN

TREE COUNT CODE

A#	STREET BUFFER
B#	*PERIPHERAL BUFFER
C#	PARKING AREA
D#	BUILDING FOUNDATION

SITE DEVELOPMENT REQUIREMENTS 3.34 ACRES / 145,328sf

	REQUIRED	PROVIDED
PEDESTRIAN AMENITY SPACE/CIVIC SPACE	7,266sf (5.0% OF TOTAL AREA)	8,443sf (5.8% OF TOTAL AREA)
OPEN SPACE	21,798sf (15.0% OF TOTAL AREA)	23,056sf (15.9% OF TOTAL AREA)

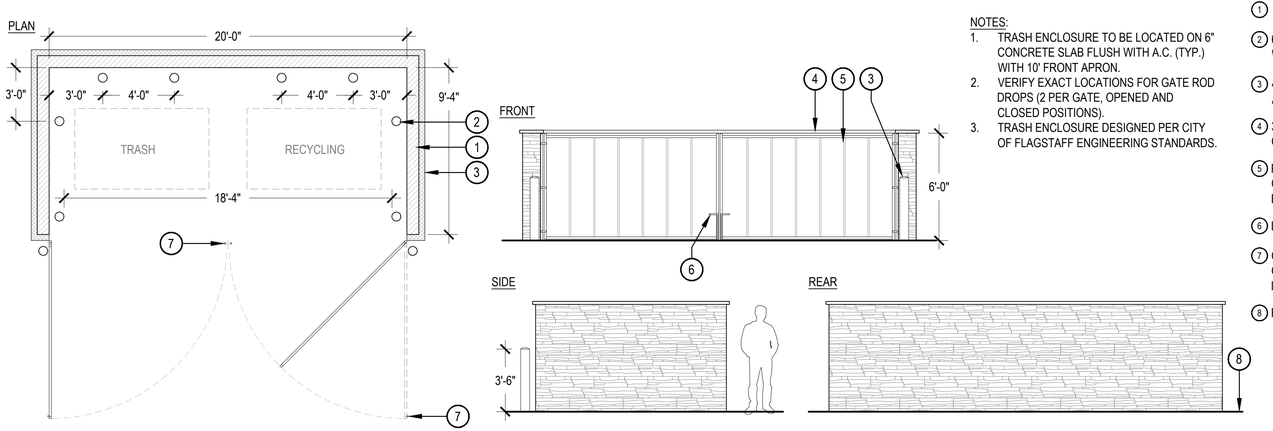
* EACH EXISTING TREE THAT IS A MINIMUM OF SIX INCHES IN DIAMETER AT BREAST HEIGHT (DBH) OR 10 FEET IN HEIGHT OR LARGER MAY SUBSTITUTE FOR THE REQUIREMENT OF TWO EVERGREEN LANDSCAPE TREES.
FOR EACH EXISTING TREE RETAINED IN A LANDSCAPE AREA, THE REQUIREMENT FOR SHRUBS AND GROUNDCOVERS ASSOCIATED WITH THAT TREE WILL BE WAIVED.
** NON-NATIVE TREE SHALL BE A MINIMUM 6' TALL OR 2" CALIPER.
(CITY OF FLAGSTAFF LANDSCAPING STANDARDS SECTION 10-50.60.050)

SITE LANDSCAPE CALCULATIONS

LOT 1 - RESIDENTIAL 3.34 ACRES				
		REQUIRED	MINIMUM SIZE REQUIRED	PROVIDED
STREET BUFFER				
TOTAL L.F. 809	TREES	1 PER 25 LINEAR FEET = 32	15 GALLON**	19 PARKWAY 13 ON-SITE
	SHRUBS	2 PER TREE = 64	5 GALLON	64
	GROUNDCOVER	2 PER TREE = 64	1 GALLON	64
PERIPHERAL BUFFER				
TOTAL L.F. 446	TREES	1 PER 25 LINEAR FEET = 18	15 GALLON**	18
	SHRUBS	2 PER TREE = 36	5 GALLON	36
	GROUNDCOVERS	2 PER TREE = 36	1 GALLON	36
PARKING AREA				
TOTAL PARKING SPACES 65	TREES	2 EVERY 8 PARKING SPACE = 17	15 GALLON**	17
	SHRUBS	2 PER TREE = 34	5 GALLON	34
	GROUNDCOVERS	2 PER TREE = 34	1 GALLON	34
	MIN. INTERIOR LANDSCAPED AREA	30sf PER SPACE = 2,040sf		4,533sf
BUILDING FOUNDATION				
TOTAL L.F. 1,025	TREES	1 PER 25 LINEAR FEET = 41	15 GALLON**	40
	SHRUBS	2 PER TREE = 80	5 GALLON	80
	GROUNDCOVERS	2 PER TREE = 80	1 GALLON	80
	EXISTING TREES			1

PARKWAY LANDSCAPE CALCULATIONS

PARKWAY				
TOTAL L.F. 816	TREES	1 EVERY 45 L.F. ON AVERAGE = 18	15 GALLON**	19
	SHRUBS	25% COVERAGE MINUS GROUNDCOVER	5 GALLON	TBD
	GROUNDCOVERS	25% COVERAGE MINUS SHRUBS	1 GALLON	TBD
MEDIAN				
TOTAL L.F. 430	TREES	1 EVERY 45 L.F. ON AVERAGE = 10	15 GALLON**	10
	SHRUBS	25% COVERAGE MINUS GROUNDCOVER	5 GALLON	TBD
	GROUNDCOVERS	25% COVERAGE MINUS SHRUBS	1 GALLON	TBD



NOTES:
1. TRASH ENCLOSURE TO BE LOCATED ON 6" CONCRETE SLAB FLUSH WITH A.C. (TYP.) WITH 10' FRONT APRON.
2. VERIFY EXACT LOCATIONS FOR GATE ROD DROPS (2 PER GATE, OPENED AND CLOSED POSITIONS).
3. TRASH ENCLOSURE DESIGNED PER CITY OF FLAGSTAFF ENGINEERING STANDARDS.

1 TRASH ENCLOSURE WITH GATE

SCALE: 1/4" = 1'-0"

CHECKED BY: AH
DRAWN BY: AH/KW

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ATTN: DAN STRINGEN
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509-834-0538

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DATE:

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12/27/18 SITE PLAN
01/24/19 SITE PLAN
02/07/19 SITE PLAN
02/26/19 SITE PLAN

SHEET TITLE:

LANDSCAPE CALCS

L-2

ALLOWABLE BUILDING AREA AND HEIGHT

IBC CODE ANALYSIS: TYPE V-A CONSTRUCTION (w/ SPRINKLERS) / 3 STORY

GROUPS (MIXED):

A-2	(ASSEMBLY - IBC 303.3)	
B	(BUSINESS / OFFICE - IBC 304)	
I-1	(ASSISTED LIVING "MANOR" - IBC 308.3)	
I-2	(MEMORY CARE "COTTAGE" - IBC 308.4)	

OCCUPANCY SEPARATIONS:

I-2 : A-2 = 1 HR	(IBC TABLE 508.4)	**A-2 : I-2 = 2 HR**	(IBC TABLE 508.4)
I-2 : B = 2 HR	(IBC TABLE 508.4)	**A-2 : I-1 = 1 HR**	(IBC TABLE 508.4)
I-2 : I-1 = 2 HR	(IBC TABLE 508.4)	**A-2 : B = 1 HR**	(IBC TABLE 508.4)

BUILDING TYPE: **TYPE V-A (w/ SPRINKLERS)**

ALLOWABLE HEIGHT:

A-2	**2 STORIES**	**50 FEET**	(TABLE 503 - TYPE V-A)
B	**3 STORIES**	**50 FEET**	(TABLE 503 - TYPE V-A)
I-1	**3 STORIES**	**50 FEET**	(TABLE 503 - TYPE V-A)
I-2	**1 STORY**	**50 FEET**	(TABLE 503 - TYPE V-A)

BUILDING AREA AND USE:

	FLOOR	BUILDING AREA	A-2	B	I-1	I-2	
BUILDING A1	1	33,315	11,391	1,106	8,869	11,949	
	2	31,666	5,430	794	25,442	0	
	3	23,831	0	0	23,831	0	
	TOTAL	**88,812**	**16,821**	**1,900**	**58,142**	**11,949**	TOTAL AREA
		100.0%	18.9%	2.1%	65.5%	13.5%	% TOTAL

ALLOWABLE AREA (S.F.) PER IBC 508.4:

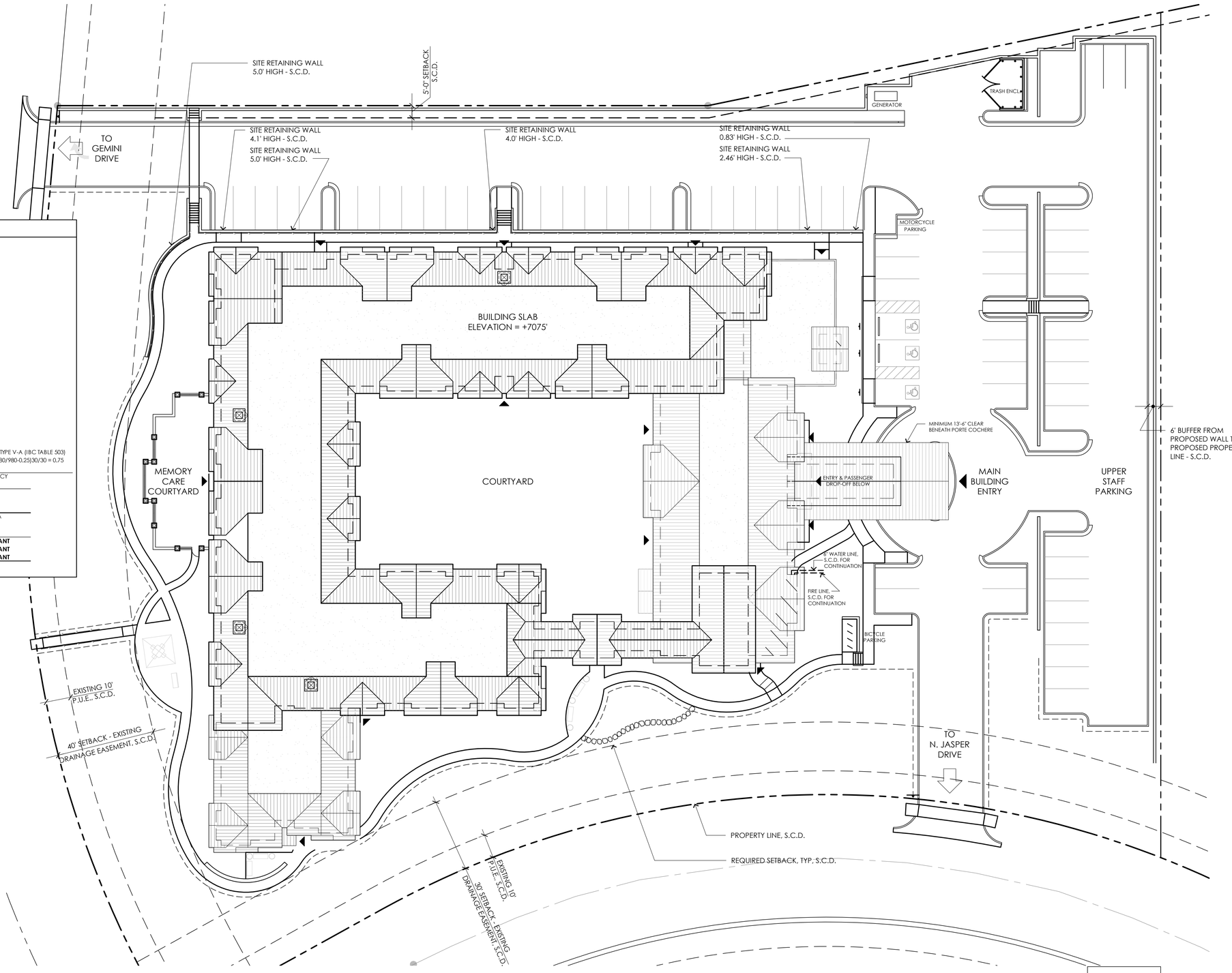
A-2	B	I-1	I-2		
11,500	**18,000**	**10,500**	**9,500**	PER FLOOR	A-2, B, I-1, + I-2 MIXED OCCUPANCY, TYPE V-A (IBC TABLE 503)
8,625	**13,500**	**7,875**	**7,125**	PER FLOOR	FRONTAGE INCREASE IBC 506.2 If=(980/980-0.25)30/30 = 0.75
23,000	**36,000**	**21,000**	**19,000**		SPRINKLERS IBC 506.3 Is=2
43,125	**67,500**	**39,375**	**35,625**	PER FLOOR	TOTAL ALLOWABLE MIXED OCCUPANCY
2	3	3	1		FLOORS ALLOWABLE (IBC TABLE 503)
86,250	**202,500**	**118,125**	**35,625**	**TOTAL**	ALLOWABLE FLOOR AREA
16,821	1,900	58,142	11,949		TOTAL AREA = **88,812**
19.5%	**0.9%**	**49.2%**	**33.5%**	**TOTAL**	% TOTAL AREA / ALLOWABLE AREA

RATIO OF BUILDING AREA TO ALLOWABLE AREA PER FLOOR PER IBC 508.4.2

FLOOR	A-2	B	I-1	I-2	TOTALS
1	**0.26**	**0.02**	**0.23**	**0.34**	**0.84 < 1 - CODE COMPLIANT**
2	**0.13**	**0.01**	**0.65**	**0.00**	**0.78 < 1 - CODE COMPLIANT**
3	**0.00**	**0.00**	**0.61**	**0.00**	**0.61 < 1 - CODE COMPLIANT**

UNIT TYPE ACCESSIBILITY MATRIX

	UNIT TYPE	ACCESSIBILITY	NUMBER OF UNIT TYPE
COTTAGE	UNIT CP-A	FULLY ACCESSIBLE	3
	UNIT CP-B	FULLY ACCESSIBLE	3
	UNIT CP-C	FULLY ACCESSIBLE	2
	UNIT CC	TYPE B	3
	UNIT CSP	TYPE B	7
	UNIT CSP w/ BAY	FULLY ACCESSIBLE	2
TOTAL COTTAGE UNITS (I-2 OCC.)		10/20 UNITS = 50% (50% per 1107.5.2)	20
MANOR	UNIT ST-A	1 FULLY ACCESSIBLE 10 TYPE B	11
	UNIT ST-B	TYPE B	2
	UNIT ST-C	TYPE B	1
	UNIT 1-S	TYPE B	14
	UNIT 1-S w/ BAY	TYPE B	4
	UNIT 1-M	1 FULLY ACCESSIBLE 7 TYPE B	8
	UNIT 1-L	TYPE B	10
	UNIT 1-L w / BAY	TYPE B	4
	UNIT 2	TYPE B	4
	UNIT 2 w/ BAY	1 FULLY ACCESSIBLE 1 TYPE B	2
TOTAL MANOR UNITS (I-1 OCC.)		3/60 UNITS = 5% (4% per 1107.5.1)	60
TOTAL NUMBER OF UNITS			80
NOTES:			



ARCHITECTS +PLANNERS

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FAX 415-472-5846
www.twmarchitects.com

HIGHGATE FLAGSTAFF

Buron, Inc. - 177 West Hastings Street, Suite 2133
Vancouver, BC V6E 2K3

NORTH

ARCHITECTURAL SITE PLAN

A1

SCALE: 1" = 20'
DATE: FEBRUARY 26, 2019

TWM NO: 17-108
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FIRE SEPARATION LEGEND:

- 2 HOUR FIRE WALL OR FIRE BARRIER @ OCCUPANCY SEPARATION
- 1 HOUR FIRE WALL OR FIRE BARRIER @ OCCUPANCY SEPARATION

MIXED OCCUPANCY LEGEND:

SYMBOL	OCC
	A-2
	B
	I-1
	I-2

NOTE:
1-HR FIRE RESISTIVE ASSEMBLIES OCCUR @ UNIT PARTY WALLS, CORR. WALLS, & STAIR ENCL. ALL ASSEMBLIES INCL. WALL, FLOOR-CEILING, & ROOF ARE 1-HR RATED, U.O.N.

NOTE:
2-HR FIRE RESISTIVE HORIZONTAL ASSEMBLY REQ'D @ FLR/CEILING & ALL SUPPORTING WALLS BTWN I-2 @ COTTAGE & I-1@ MANOR.

1 FIRST FLOOR PLAN
FINISH FLOOR ELEV. = +7075'
DATUM ELEV. = +0'-0"
1/16" = 1'-0"

NORTH

0 4 8 16 32
1/16" = 1'-0"

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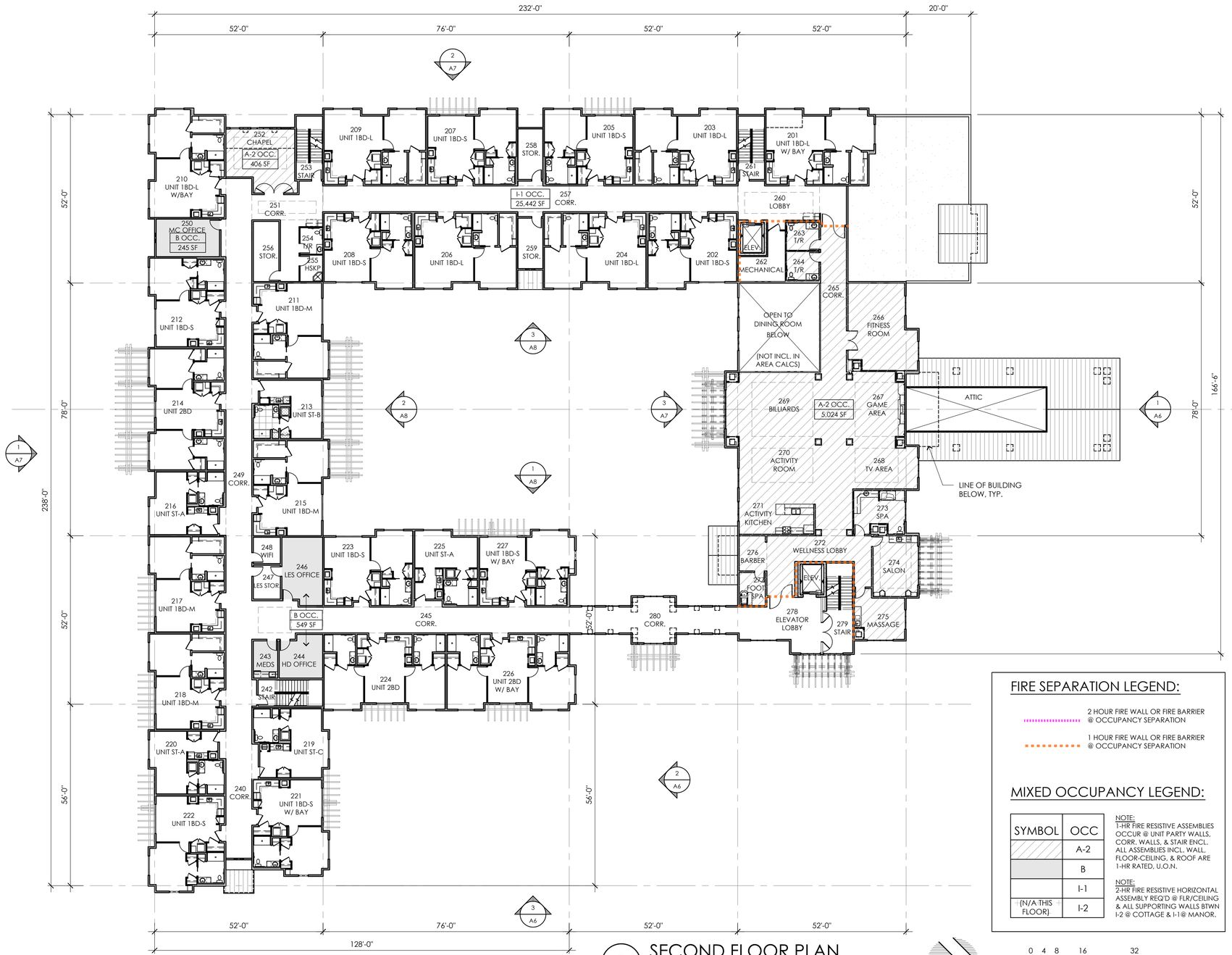
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FIRST FLOOR PLAN

A2

SCALE: 1/16" = 1'-0"
DATE: FEBRUARY 26, 2019

TWM NO: 17-108
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FIRE SEPARATION LEGEND:

2 HOUR FIRE WALL OR FIRE BARRIER @ OCCUPANCY SEPARATION

1 HOUR FIRE WALL OR FIRE BARRIER @ OCCUPANCY SEPARATION

MIXED OCCUPANCY LEGEND:

SYMBOL	OCC
	A-2
	B
	I-1
(N/A THIS FLOOR)	I-2

NOTE:
1-HR FIRE RESISTIVE ASSEMBLIES OCCUR @ UNIT PARTY WALLS, CORR. WALLS, & STAIR ENCL. ALL ASSEMBLIES INCL. WALL, FLOOR-CEILING, & ROOF ARE 1-HR RATED, U.O.N.

NOTE:
2-HR FIRE RESISTIVE HORIZONTAL ASSEMBLY REQ'D @ FLR/CEILING & ALL SUPPORTING WALLS BTWN I-2 @ COTTAGE & I-1@ MANOR.

1 SECOND FLOOR PLAN

FINISH FLOOR ELEV. = +7086'
DATUM ELEV. = +11'-0"

1/16" = 1'-0"

NORTH

0 4 8 16 32

1/16" = 1'-0"

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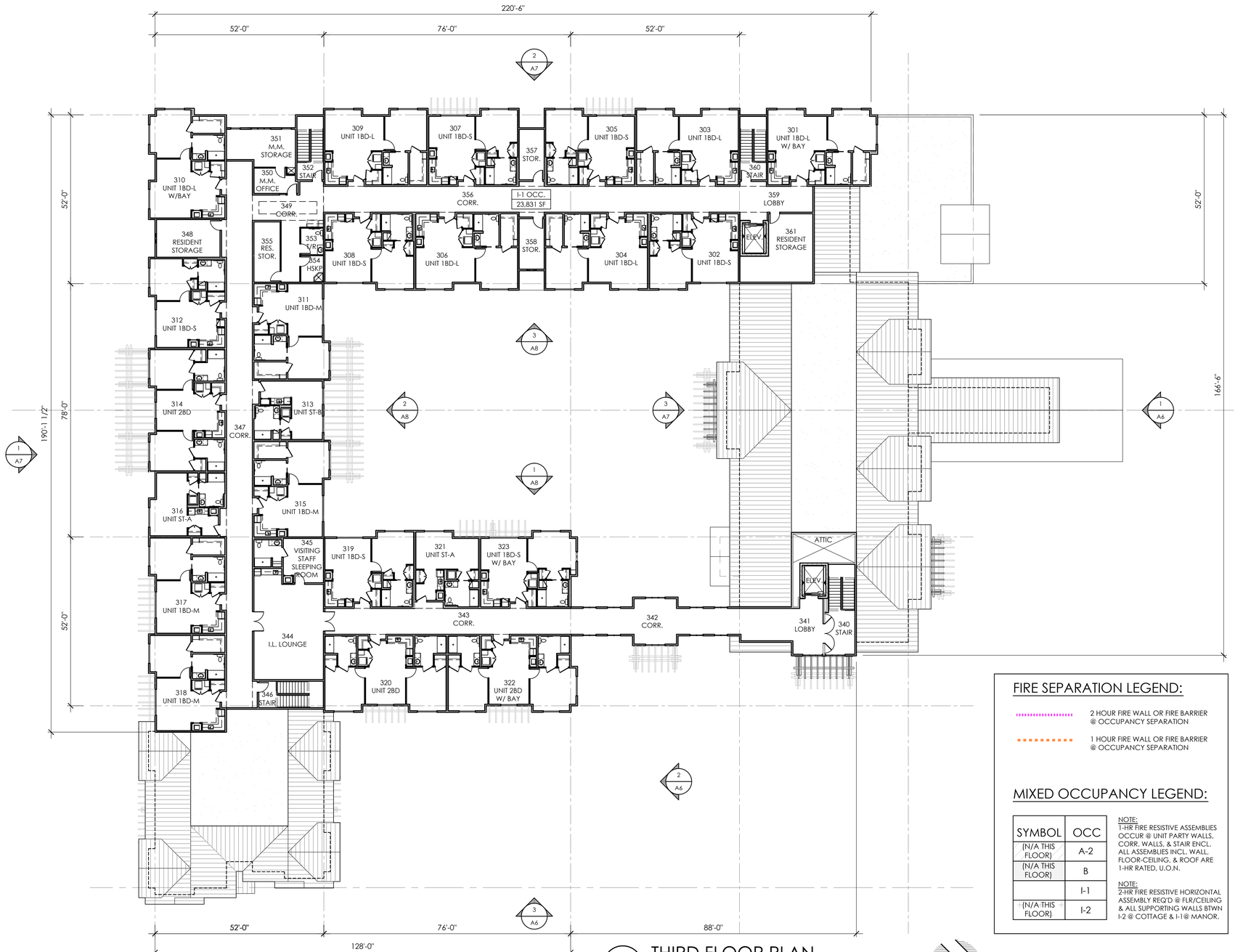
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SECOND FLOOR PLAN

A3

SCALE: 1/16" = 1'-0"
DATE: FEBRUARY 26, 2019

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FIRE SEPARATION LEGEND:

- 2 HOUR FIRE WALL OR FIRE BARRIER @ OCCUPANCY SEPARATION
- 1 HOUR FIRE WALL OR FIRE BARRIER @ OCCUPANCY SEPARATION

MIXED OCCUPANCY LEGEND:

SYMBOL	OCC
(N/A THIS FLOOR)	A-2
(N/A THIS FLOOR)	B
	I-1
(N/A THIS FLOOR)	I-2

NOTE:
1-HR FIRE RESISTIVE ASSEMBLIES OCCUR @ UNIT PARTY WALLS, CORR. WALLS, & STAIR ENCL. ALL ASSEMBLIES INCL. WALL, FLOOR-CEILING, & ROOF ARE 1-HR RATED, U.O.N.

NOTE:
2-HR FIRE RESISTIVE HORIZONTAL ASSEMBLY REQ'D @ FLR/CEILING & ALL SUPPORTING WALLS BTWN I-2 @ COTTAGE & I-1@ MANOR.

1 THIRD FLOOR PLAN
FINISH FLOOR ELEV. = +7096.08'
DATUM ELEV. = +21'-1"
1/16" = 1'-0"

NORTH

0 4 8 16 32
1/16" = 1'-0"

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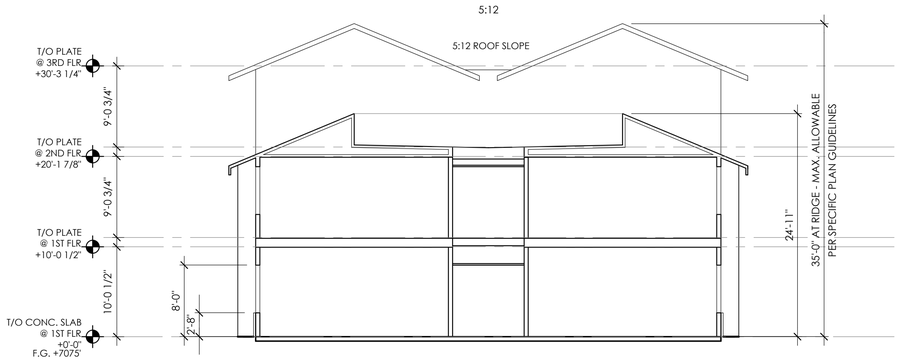
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THIRD FLOOR PLAN

A4

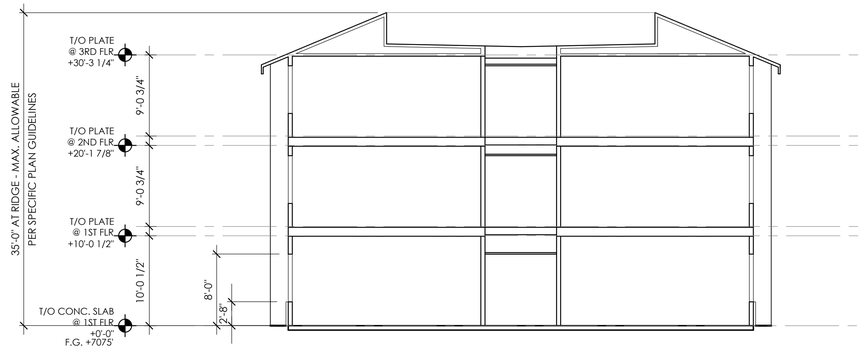
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4 BUILDING SECTION 2

1/8" = 1'-0"



3 BUILDING SECTION 1

1/8" = 1'-0"



2 NORTH ELEVATION SKETCH

1/8" = 1'-0"

MATERIAL SCHEDULE		
MARK	MATERIAL	
1	WALL FIELD - SHINGLE	MNF: KELLY-MOORE PAINT COLOR: MOUNT TAM - LRV 21
2	WALL @ BAYS - BOARD & BATTEN SIDING	MNF: KELLY-MOORE PAINT COLOR: VENETIAN WALL - LRV 32
3	VINYL WINDOWS	MNF: TBD - PENDING SELECTION COLOR: MNF BRONZE, LRV ± 11
4	WINDOW TRIM	MNF: KELLY-MOORE PAINT COLOR: FERN GULLY - LRV 11
5	FASCIA / RAKE PAINTED TRIM/ GUTTER	MNF: KELLY-MOORE PAINT COLOR: RUSKIN BRONZE - LRV 9
6	STANDING SEAM METAL ROOF	MNF: AEP SPAN COLOR: COOL ZINC GRAY - LRV 20
7	STAINED WOOD ENTRY DOORS	PENDING SPECIES AND STAIN SELECTION. LRV TO BE LESS THAN 50 PER CODE.
8	STONE BASE & COLUMNS	MNF: CORONADO STONE PRODUCTS COLOR: CORONADO HONEY LEDGE - HURON, LRV 23
9	TRELLIS - WOOD MEMBERS, PAINTED	MNF: KELLY-MOORE PAINT COLOR: FERN GULLY - LRV 11
10	METAL FENCE & GATE	MNF: TBD - PENDING SELECTION COLOR: BRONZE, MATCH WINDOW FINISH, LRV ± 11
11	ALUMINUM FRAMED GLAZING	MNF: TBD - PENDING SELECTION COLOR: BRONZE, MATCH WINDOW FINISH, LRV ± 11

NOTE: FOR MORE INFORMATION REGARDING
COLOR AND MATERIAL SELECTIONS, SEE A5



1 MATERIALS & COLORS BOARD

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BUILDING SECTIONS & MATERIALS

A5

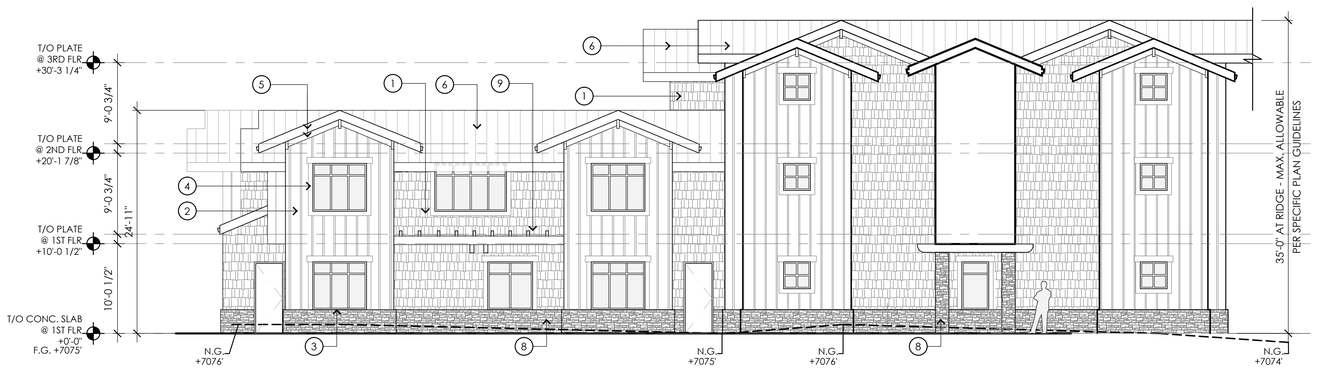
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3 EAST ELEVATION

1/8" = 1'-0"



2 SECONDARY NORTH ELEV.

1/8" = 1'-0"

MATERIAL SCHEDULE		
MARK	MATERIAL	
1	WALL FIELD - SHINGLE	MNF: KELLY-MOORE PAINT COLOR: MOUNT TAM - LRV 21
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NOTE: FOR MORE INFORMATION REGARDING COLOR AND MATERIAL SELECTIONS, SEE A5



1 NORTH ELEVATION

1/8" = 1'-0"

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EXTERIOR BUILDING ELEVATIONS

A6

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3 EAST ELEVATION

1/8" = 1'-0"



2 SECONDARY NORTH ELEV.

1/8" = 1'-0"



1 NORTH ELEVATION

1/8" = 1'-0"

MATERIAL SCHEDULE		
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NOTE: FOR MORE INFORMATION REGARDING COLOR AND MATERIAL SELECTIONS, SEE A5

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COLOR EXTERIOR BUILDING ELEVATIONS

A6c

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NOTE: FOR MORE INFORMATION REGARDING
COLOR AND MATERIAL SELECTIONS, SEE A5



3 SOUTH ELEVATION @ COURTYARD
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"



1 SOUTH ELEVATION
1/8" = 1'-0"

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EXTERIOR BUILDING ELEVATIONS

A7

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NOTE: FOR MORE INFORMATION REGARDING
COLOR AND MATERIAL SELECTIONS, SEE A5



3 COURTYARD - NORTH ELEVATION

1/8" = 1'-0"



2 WEST ELEVATION

1/8" = 1'-0"



1 SOUTH ELEVATION

1/8" = 1'-0"

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COLOR EXTERIOR BUILDING ELEVATIONS

A7c

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3 EAST ELEVATION @ COURTYARD

1/8" = 1'-0"



2 NORTH ELEVATION @ COURTYARD

1/8" = 1'-0"

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NOTE: FOR MORE INFORMATION REGARDING
COLOR AND MATERIAL SELECTIONS, SEE A5



1 WEST ELEVATION @ COURTYARD

1/8" = 1'-0"

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EXTERIOR BUILDING ELEVATIONS

A8

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3 EAST ELEVATION @ COURTYARD

1/8" = 1'-0"



2 NORTH ELEVATION @ COURTYARD

1/8" = 1'-0"

MATERIAL SCHEDULE		
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NOTE: FOR MORE INFORMATION REGARDING
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1 WEST ELEVATION @ COURTYARD

1/8" = 1'-0"

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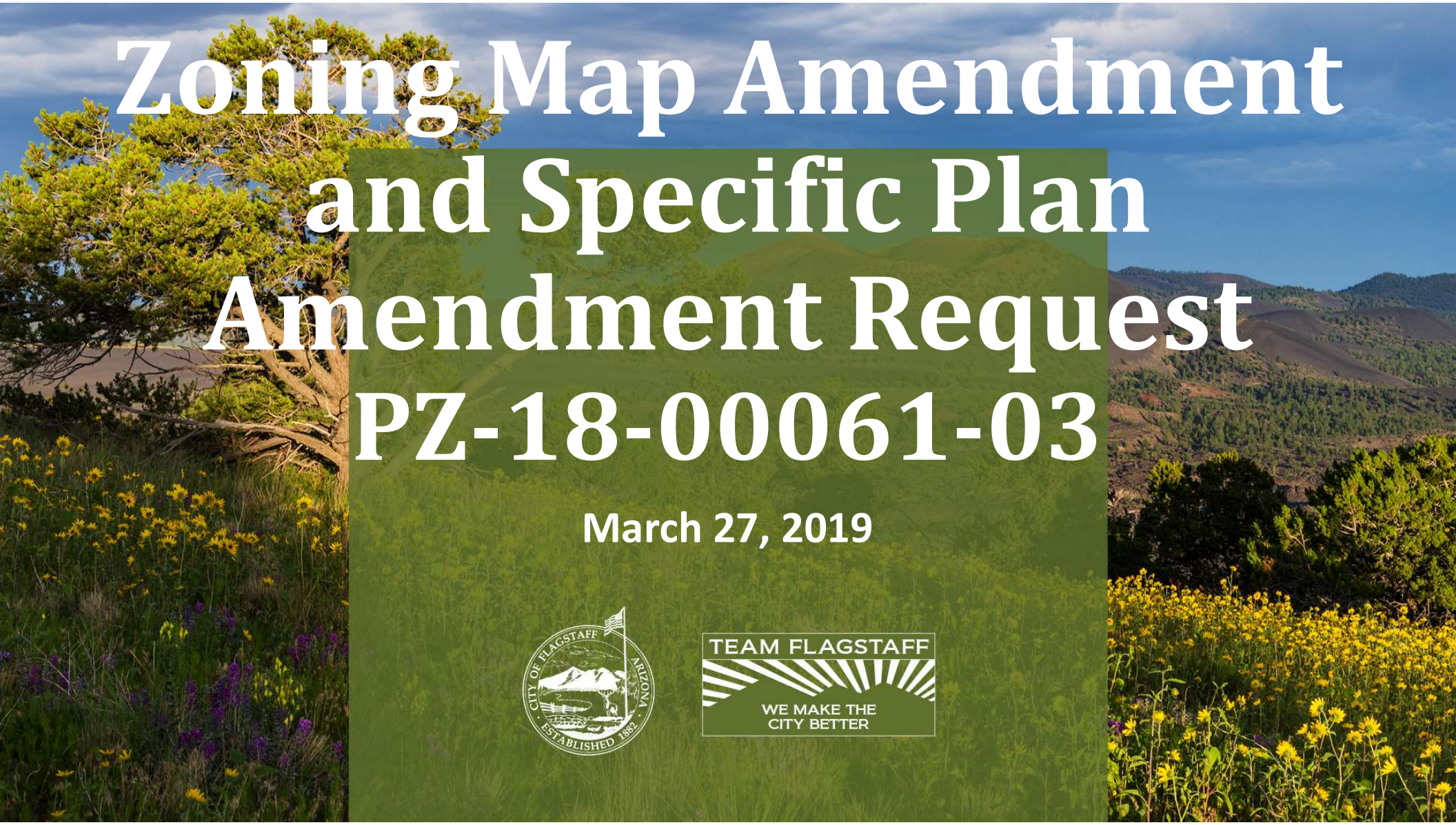
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COLOR EXTERIOR BUILDING ELEVATIONS

A8c

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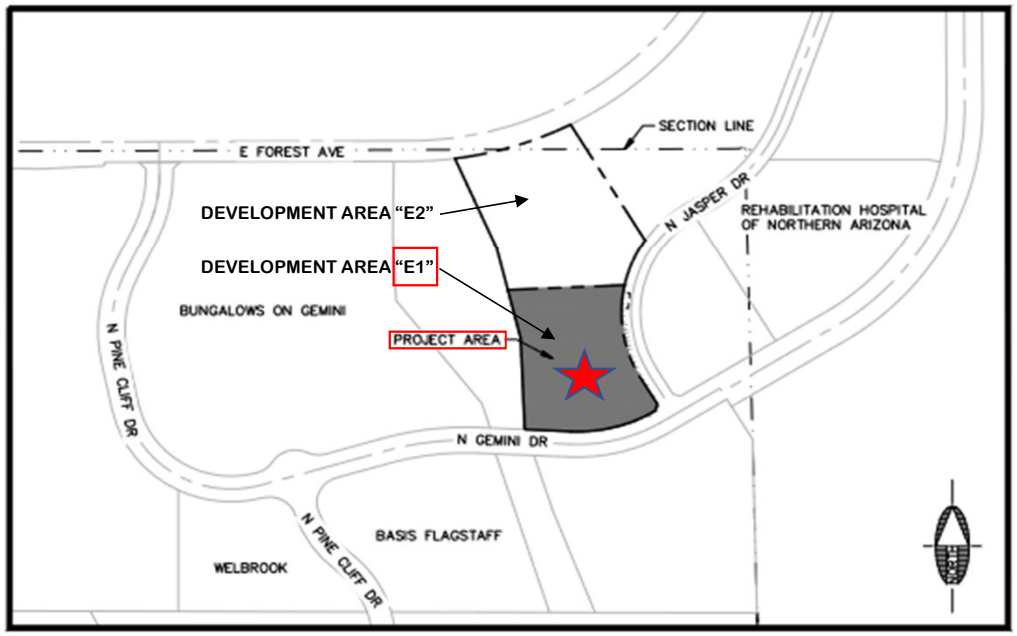
Zoning Map Amendment and Specific Plan Amendment Request PZ-18-00061-03

March 27, 2019

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

VICINITY MAP

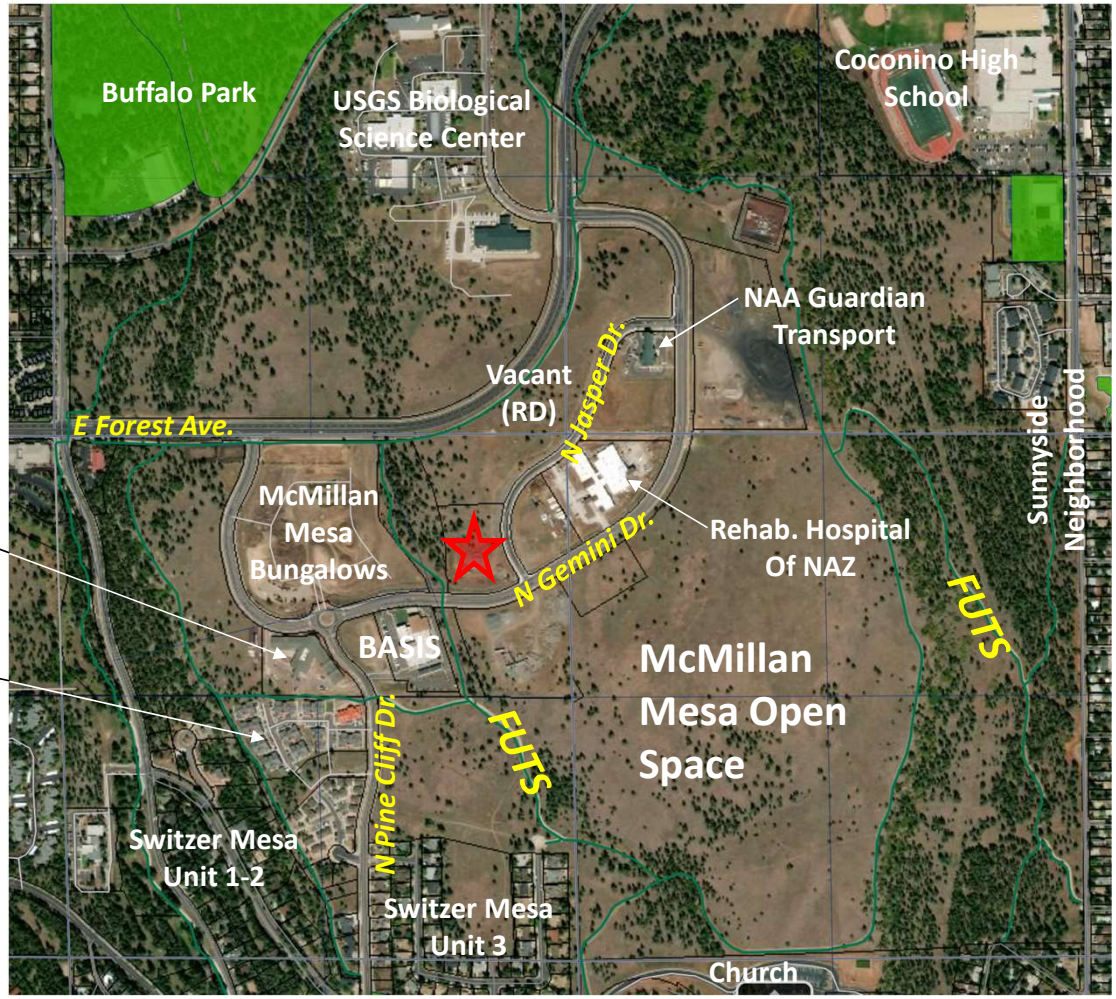
LOCATED IN THE NE ¼ OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE AND MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



Highgate Senior Living Facility

VICINITY MAP
N.T.S.

LOCATION & SURROUNDING USES



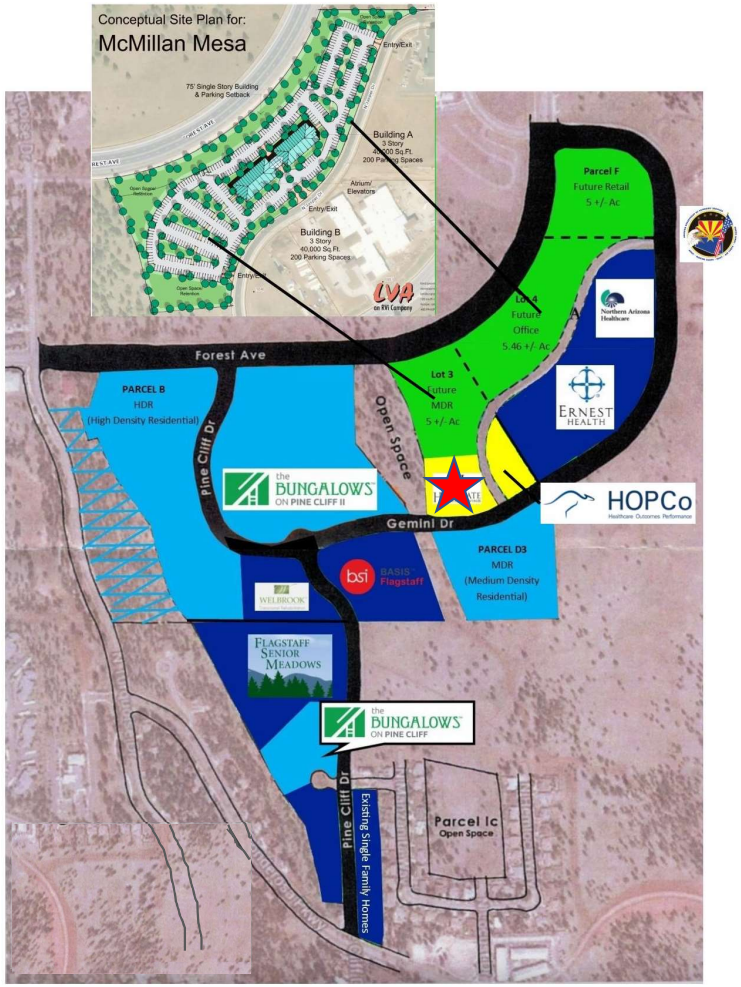
Hospital Hill And Downtown Flagstaff

Welbrook Rehabilitation Center

Flagstaff Senior Meadows Apts.

NORTH

McMillan Mesa Development



NORTH

- FOR SALE
- IN ESCROW
- PREVIOUSLY SOLD
- COMPLETED/ IN DEVELOPMENT

Request:

Buron, Inc. requests the following:

- A **Direct to Ordinance Zoning Map Amendment** changing parcel APN 101-46-012A zoning from Research and Development (RD) to Community Commercial (CC).

  Zoning Map Amendment:
  - If approved, the Zoning Map Amendment will change 3.34 acres from the (RD) zone to the (CC) zone to allow development of a Congregate Care Facility.

- A **McMillan Mesa Village Specific Plan Amendment** allowing changes to the development options for the same parcel referenced above, located in the Specific Plan Development Area "E".

  McMillan Mesa Specific Plan Amendment:
  - If approved, the McMillan Mesa Specific Plan Amendment will change the following development options for the subject parcel:
    - Allow development of a Congregate Care facility within Development Area "E1".
    - Define the allowable FAR for the subject parcel as 0.61 (61%) specific to the approved Site Plan proposal.

FLAGSTAFF REGIONAL PLAN 2030

Why approve the Zoning Map and McMillan Mesa Village Specific Plan Amendments?

Will this approval support and enhance the Regional Plan

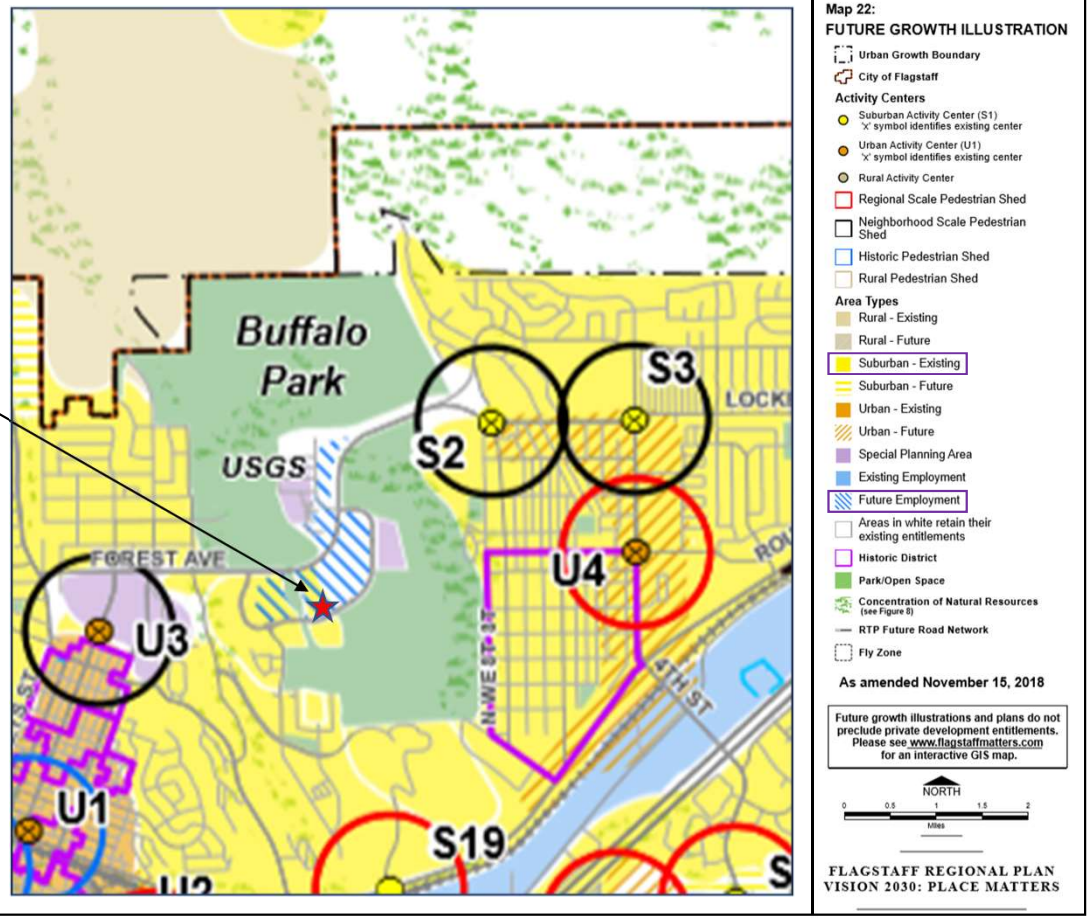
- Area Type?
- Characteristics and goals?



FLAGSTAFF REGIONAL PLAN 2030 –
Future Growth Illustration Map

Regional Plan Area Type:

- *Future Employment*
  - *Suburban Existing*



FLAGSTAFF REGIONAL PLAN 2030 CONFORMANCE

An **Employment Area**:

- Provides continued growth of skilled employment opportunities including medical offices and research and development that utilizes education and skills existing within the city's population.
- Accommodates density and land use transitions while requiring wholistic neighborhood character design.
- Encourages a mix of land uses and workplaces to develop community variety and economic vitality.

FLAGSTAFF REGIONAL PLAN 2030 CONFORMANCE

A Suburban Area:

- Segregated into isolated single family, multi family, strip commercial and big box stores.
- Non-compact with space between uses, open space recreation, parks and trails.
- **A vision for Suburban areas** – Provide **traditional suburban neighborhood** design with **enhanced sustainability** through **reduced vehicle travel**, **walkable** neighborhoods, **bike and transit** availability.

FLAGSTAFF REGIONAL PLAN 2030 CONFORMANCE

Comprehensive Planning and Current Planning staff and the Applicant analyzed the following goal and policy topics:

- Growth Areas & Land Uses
- Transportation
- Environmental Planning/Community Character
- Neighborhoods, Housing & Urban Conservation
- Economic Development
- Recreation

FLAGSTAFF REGIONAL PLAN 2030

Policy Analysis – Key points and community benefits supporting (+) proposed amendments are listed below:

(+) New development within the Urban Growth Boundary readily able to be provided with facilities & services by the City.
(+) Congregate care facilities provide low employee to resident ratios and employment opportunities requiring high skill levels.
(+) The project adds density through its residential nature and is situated so that it utilizes existing resources protected on adjacent parcels as a buffer between Employment area uses and adjacent suburban area uses.

FLAGSTAFF REGIONAL PLAN 2030

Policy Analysis Cont'd (SUPPORTING factors) +

(+) The project correlates patterns of development and design found on adjacent suburban and employment focused areas.
(+) Considerate of existing view sheds, open space availability, FUTS, bike and public transit available, the project offers connectivity advantageous to the suburban and employment goals of the mesa.
(+) Providing a variety of commercial and residential uses near a suburban community reduces resource consumption as less miles may be traveled for goods, work and to natural areas for recreation.
(+) The facility can provide residents the option to age within their own community, a valuable resource for neighborhood character.

FLAGSTAFF REGIONAL PLAN 2030

Policy Analysis Cont'd (NOT SUPPORTING factors) –

(-) The project provides specialized employment opportunities, but the quantity of positions is limited due to number of residents.
(-) The project continues development of medical facilities within the environs but does not provide diverse, new industry or business to the area.

FLAGSTAFF REGIONAL PLAN 2030

Why approve the Zoning Map and McMillan Mesa Village Specific Plan Amendments?



Will this approval support and enhance the Regional Plan

- Area Type?
- Characteristics and goals?

Will this approval support and enhance the Specific Plan

- Development Area District?
- District options?

McMillan Mesa Village Specific Plan

A Business Park:

- Business Park provides for development of a mix of office, research, production.
- Promote open space, and landscape buffers in areas adjacent to non-business development.

McMillan Mesa Specific Plan Policy Analysis:

(+) Provides transitional design between residential and employment areas

(+) Provides residential density and increased wage and job skill opportunities

(+) Is easily appropriated within the existing community and commercial character of the McMillan Mesa Village

Congregate Care - Zoning Options?

Congregate Care Facility:

- Residential in nature and are listed in the Zoning code under residential land use.
- Considered, reviewed, approved and constructed as commercial developments.

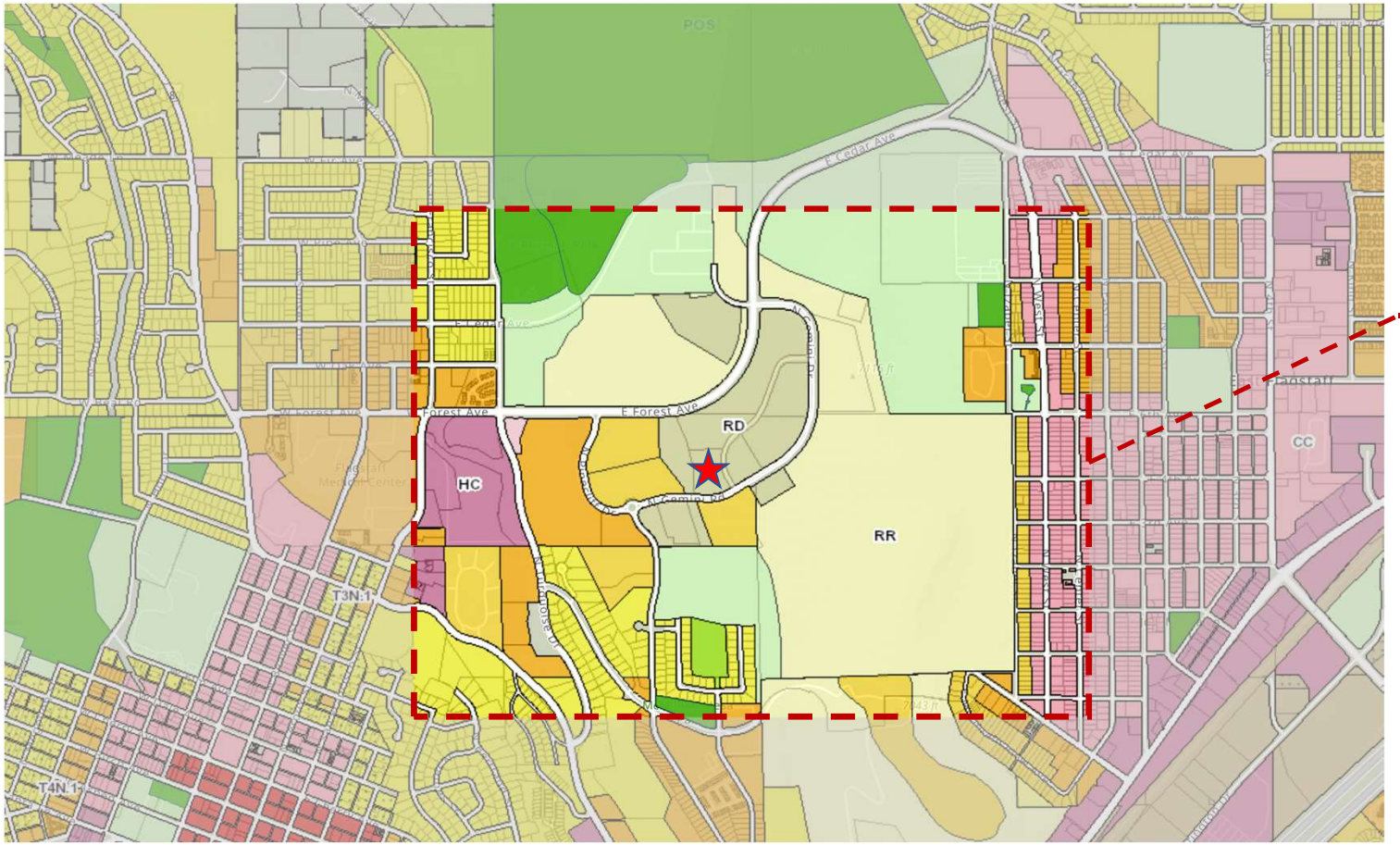
<u>Medium Density Residential (MR):</u>

- Allows congregate care facilities but does not permit height standards.
- Intended to provide a variety of housing types and related higher density.
- Does not facilitate Employment area /Business Park goals for the parcel.

<u>Community Commercial (CC):</u>

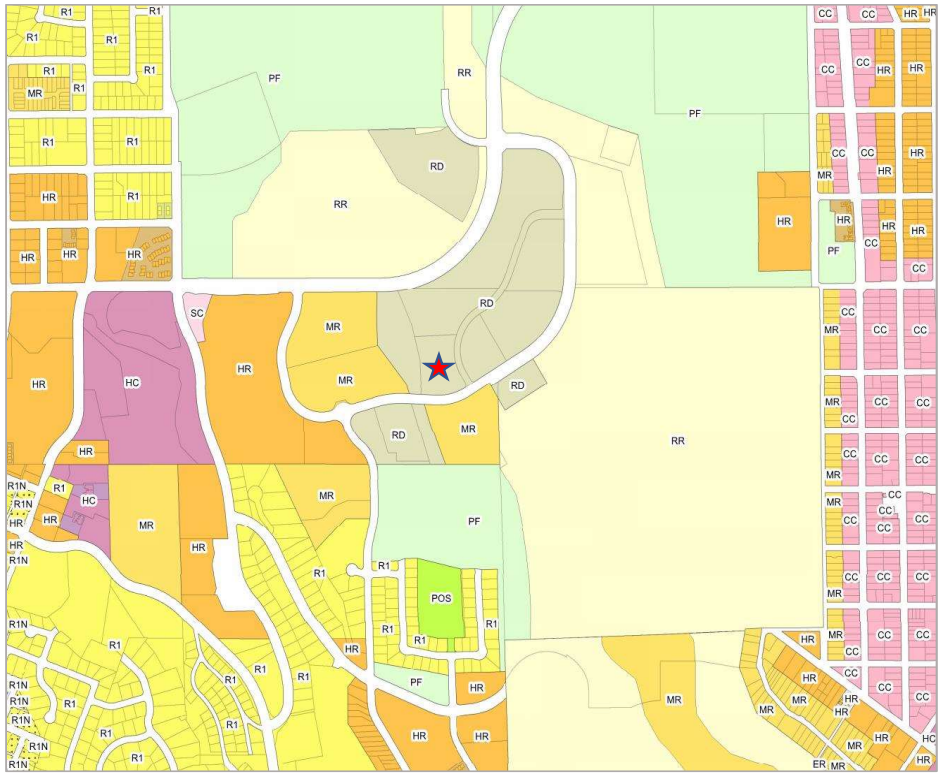
- Permits by right congregate care facilities, meets height limits of the specific plan.
- Seeks community focused commercial development compatible with adjacent non-commercial development.
- Fits goals of an Employment area and Regional Plan vision for suburban areas, conforms to the intentions of Specific Plan community.

ZONING EXHIBIT – Does CC Fit?

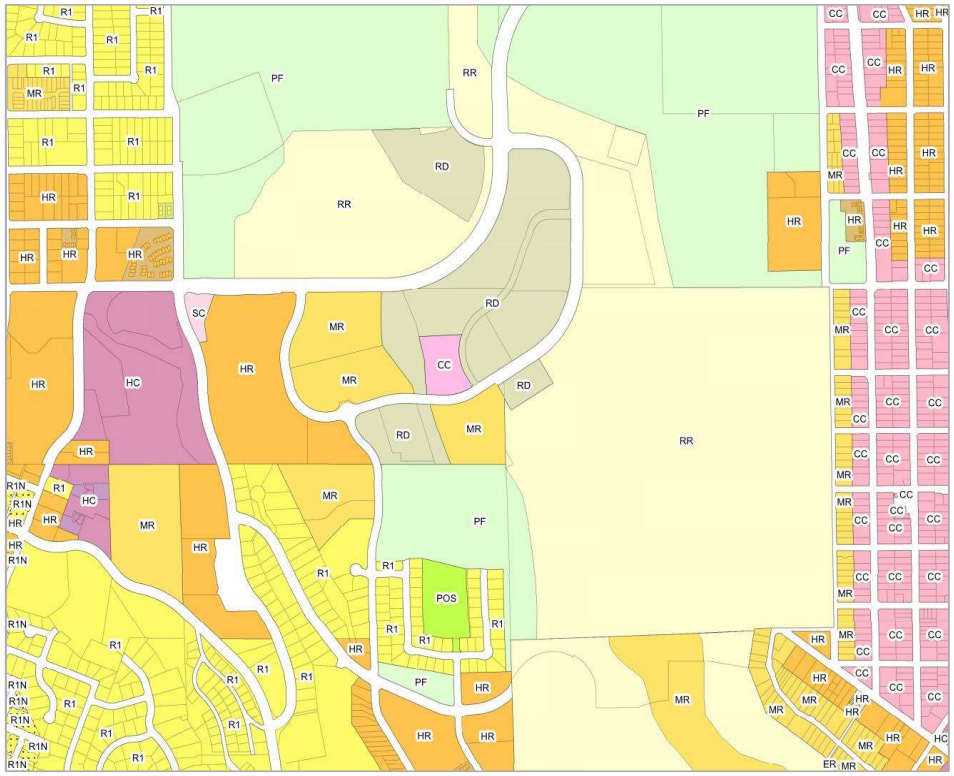


EXISTING AND ADJACENT ZONING

ZONING EXHIBIT



EXISTING ZONING



PROPOSED ZONING

ZONING CODE AND SPECIFIC PLAN STANDARDS - COMPARISON

Zoning Code

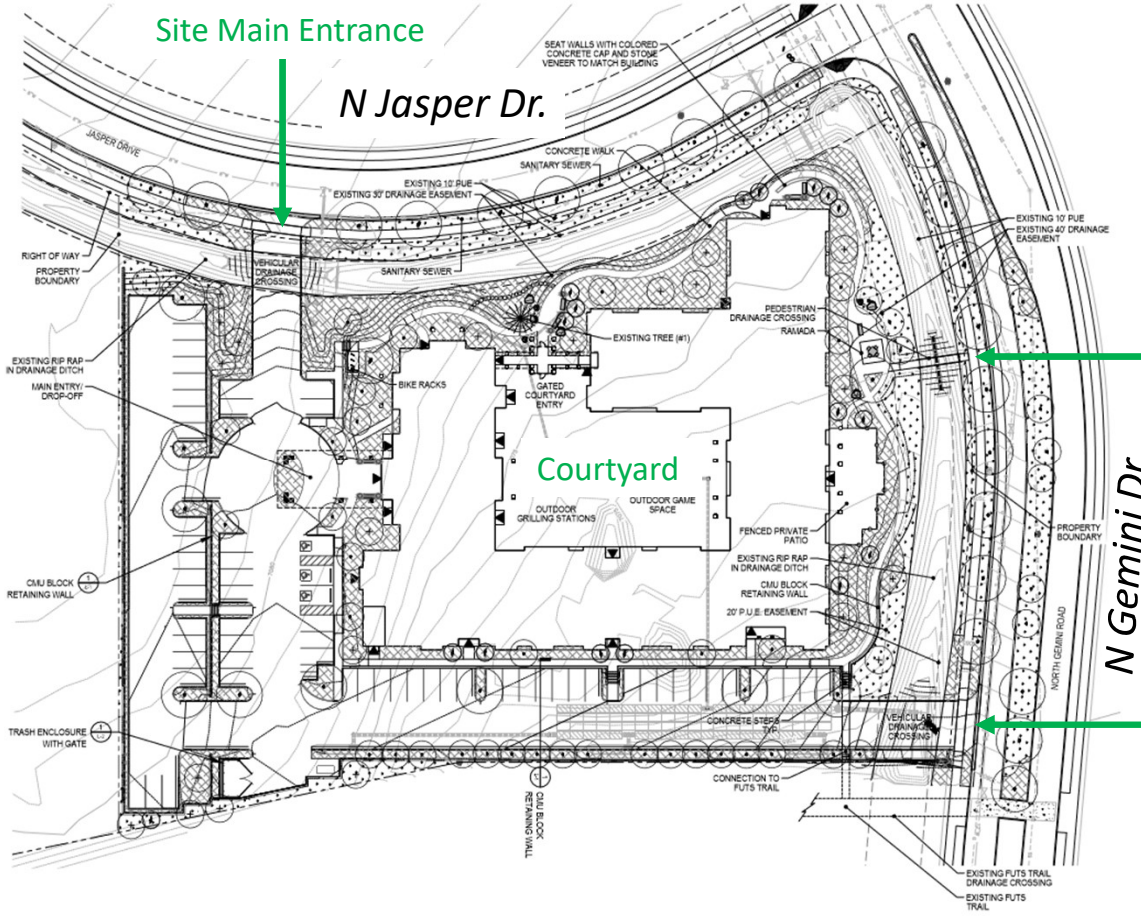
STANDARDS	EXISTING ZONE (RD)	PROPOSED ZONE (CC)	PROPOSED PROJECT
Land Use – Congregate Care		PERMITTED	Congregate Care Use
Maximum Building Height		60’	39’-2”*
Floor Area Ratio (Total Building Square Feet/Site Area)		50% coverage**	0.61 FAR/23% coverage**

*Height limit 40’-0” per McMillan Village Specific Plan Development Area “E1”, **Residential uses in (CC) zone are subject to High Density Res (HR) standards

McMillan Mesa Village Specific Plan

STANDARDS	DEVELOPMENT AREA E	AMENDED DEV. AREA “E1”	PROPOSED PROJECT
Land Use		CONGREGATE CARE	Congregate Care
Maximum FAR		- 0.61 MAX FAR	- 0.61
Maximum Building Height		40’*	39’-2”
Minimum Density (units/acre) Maximum Density (units/acre)		Min. 10 units/ac Max. 22 units/ac**	- 18 units/acre

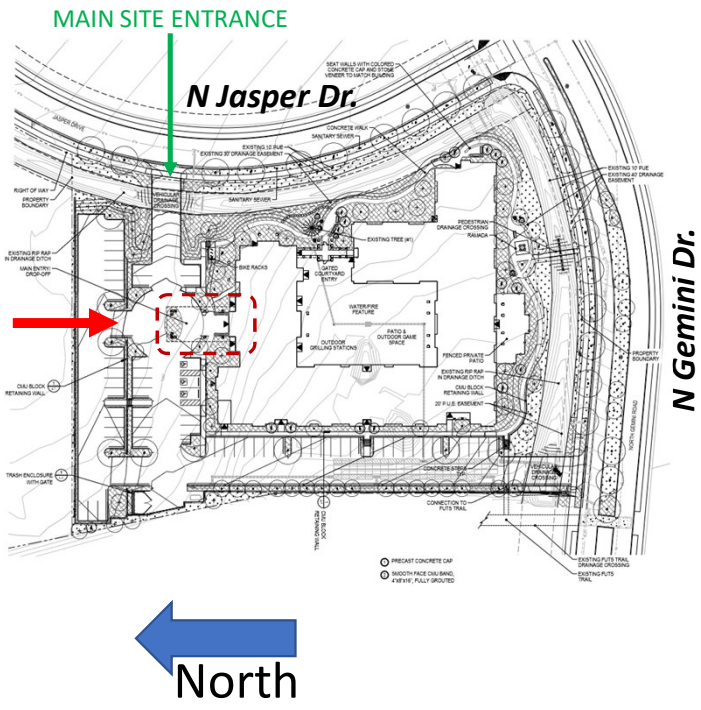
PROPOSED SITE PLAN

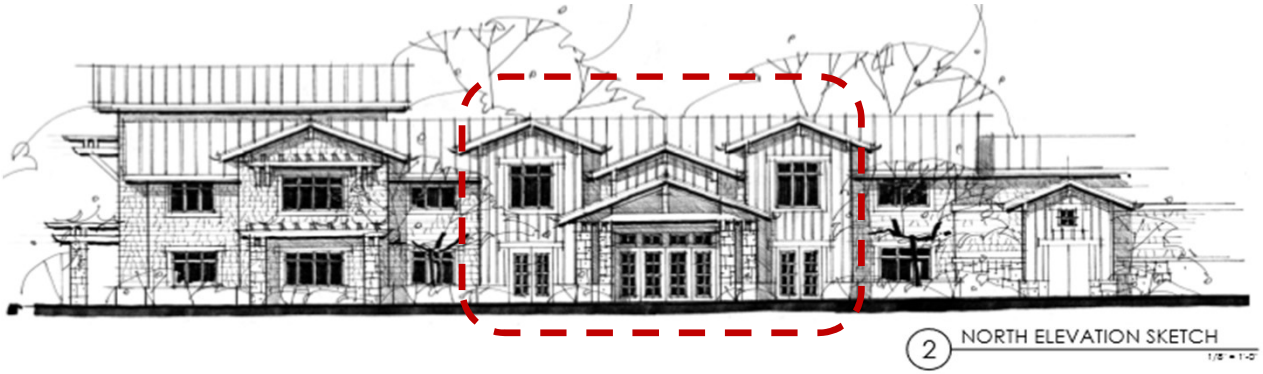


ARCHITECTURAL ELEVATIONS

NORTH BUILDING ELEVATION

CELEBRATE SITE ARRIVAL
Main Entry







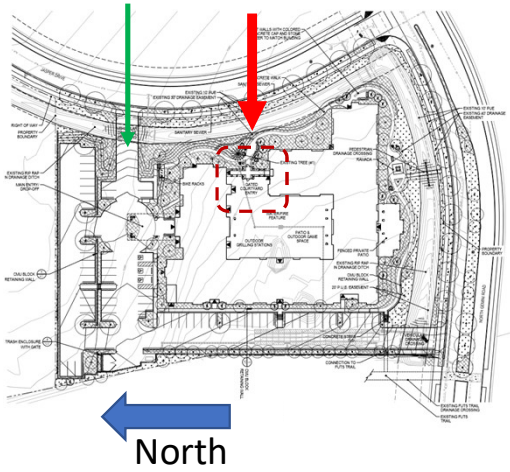
Proposed Materials and Color Scheme

ARCHITECTURAL ELEVATIONS

EAST BUILDING ELEVATION



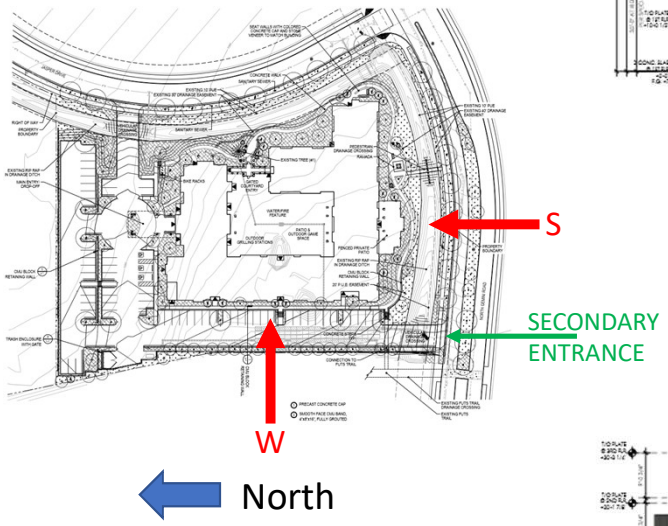
MAIN SITE ENTRANCE



INSIDE/OUTSIDE
Integral Bridge



ARCHITECTURAL ELEVATIONS
SOUTH AND WEST BUILDING ELEVATIONS





SOUTH ELEVATION

TRANSITIONAL DESIGN
Suburban and Employment



WEST ELEVATION

DEFERRED SUBMITTALS



Landscaping:

Though not required in conjunction with a Direct to Ordinance Zoning Map Amendment, the applicant has provided a Preliminary Landscape Plan meeting all required standards. A final Landscape Plan will be reviewed at the time of civil plan submittal.

Outdoor Lighting:

Outdoor lighting plans are also not required with Direct Ordinance Zoning request. The subject property is within Lighting Zone II and is allowed 50,000 lumens/acre. The applicant has committed to meeting or exceeding the City's outdoor lighting standards. A plan will be reviewed at the time of building permit submittal.

PUBLIC SYSTEMS IMPACT ANALYSIS

Traffic and Access: As a part of the McMillan Mesa Village Specific Plan, a traffic analysis was completed on May 20, 1992. The analysis contemplated the impact to the full specific plan area.

- The proposed project will not impact traffic or access to the development adversely.

Water & Sewer: A Water & Sewer Impact Analysis conducted July 2006. It was determined that

- Adequate capacity exists and that no off-site water or sewer improvements will be required because of these amendments.
- Developer must design and construct all on-site and connecting infrastructure per the COF's Engineering Standards.

Stormwater: As a part of the McMillan Mesa Village Specific Plan, a Drainage Impact Analysis was completed on May 21, 1991. The analysis contemplated the impact to the full specific plan area.

- The development will have no impact on the regional storage facility located at Forest Ave and Pine Cliff Dr.
- No construction, other that site access drives and a walkway are designed to affect the existing on-site drainage basins and easements.

CITIZEN PARTICIPATION

In accordance with State Statute:

- Public Hearing Notices were mailed to all property owners within 1,000 feet of subject property (exceeding the min. 300 feet)
- Advertisement appeared in AZ Daily Sun
- Signs posted on the property

Applicant held one Neighborhood Meetings at Flagstaff NACET (2225 N Gemini Rd.):

- November 14, 2018 (4 individuals attended)
- The second Neighborhood Meeting was waived due to low attendance at the first meeting and because the first meeting generated little to no negative comments.
- Comment topics from public included current site zoning, traffic impacts, heights/materials of proposed buildings, parking requirements, existing trees, project schedule, staff travel hours, and project entry locations.
- No communication from the public have been received regarding this project.

FINDINGS:

Direct to Ordinance Zoning Map Amendments

(1) The proposed Zoning Map Amendment is consistent with and conforms to the goals and policies of the General Plan.

(2) The proposed amendment to the McMillan Mesa Village Specific Plan is consistent with and conforms to the goals and policies of the McMillan Mesa Village specific plan;

(3) The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"), and will add to the public good as described in the General Plan;

(4) The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

STAFF RECOMMENDATION

Staff recommends the Planning & Zoning Commission, in accordance with the findings presented in the staff report, forward the Direct to Ordinance Zoning Map Amendment to the City Council with a recommendation approving PZ-18-00061-03 subject to following conditions of approval:

- The subject property must be developed in accordance with the approved site plan and the conditions of approval dated February 26, 2019. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
- The McMillan Mesa Specific Plan will be amended to allow the Community Commercial zone specifically for congregate care facility and revised development standards for Floor Area Ratio from .30 to .61 for the 3.337-acre portion of Development Area E as described in the applicant's narrative (Exhibit A and Planning Exhibit for Development Areas E1 and E2).
- All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
- All other terms, conditions, and restrictions detailed within the "McMillan Mesa Specific Plan Development Agreement" must be fully satisfied.

NEXT STEPS

City Council Meeting (1st Read of Ordinance)	Apr. 16, 2019
City Council Meeting (2nd Read of Ordinance)	May 07, 2019
Ordinance effective 30 days after 2nd Read	June 6, 2019

ORDINANCE NO. 2019-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 3.34 ACRES OF REAL PROPERTY LOCATED AT 1831 N JASPER DRIVE ON PARCEL NUMBER 101-46-012A FROM RESEARCH AND DEVELOPMENT ("RD") TO COMMUNITY COMMERCIAL ("CC"), WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, Buron Inc. (the "Applicant"), applied for a Zoning Map Amendment for approximately 3.34 acres of land located at 1831 N. Jasper Drive, Flagstaff, Arizona, a legal description of which is provided in Exhibit "A" attached hereto ("the Property"), to amend the zoning of the Property from Research and Development (RD) zone to Community Commercial (CC) zone for the purpose of developing a congregate care facility; and

WHEREAS, the Applicant conducted a neighborhood meeting on November 14, 2018, to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.30.060 of the Flagstaff Zoning Code. The second neighborhood meeting was waived by the Planning Director as low community turn-out and no opposition to the proposed development was or has been voiced by the public; and

WHEREAS, the Planning and Zoning Commission has formally considered the present Zoning Map Amendment application following proper notice and two (2) public hearings, in accordance with the City of Flagstaff Zoning Code section 11-10.20.020.B.4 and 10-20.50.040.H.1, on March 13, 2019 and again on March 27, 2019, and has recommended approval of the requested Zoning Map Amendment, subject to the Applicant's compliance with certain conditions set forth below; and

WHEREAS, the Council finds that the Applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the staff has recommended approval of the Zoning Map Amendment, subject to the conditions proposed by staff, as set forth below, and the Council has considered the conditions and has found them to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning Division and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant during the presentation to Council, and the Council finds that the proposed Zoning Map Amendment, subject to the condition set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The Zoning Map Amendment requested in the application is consistent with and conforms to the goals of the General Plan and the McMillan Mesa Village Specific Plan.

SECTION 3. The Zoning Map 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 and the McMillan Mesa Village Specific Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from Research and Development (RD) zone to the Community Commercial (CC) zone, as depicted in Exhibit “A”, attached hereto and incorporated by reference.

SECTION 6. The City is specifically relying on all assertions made by the Applicant, or the applicant’s representatives, whether authorized or not, made at the public hearing on the zone change application unless the assertions were withdrawn on the record. Those assertions are hereby incorporated into this ordinance.

SECTION 7. The Zoning Map Amendment is further conditioned upon the Applicant’s satisfaction of the following conditions proposed by the Planning and Zoning Commission:

1. The subject property must be developed in accordance with the approved site plan (PZ-18-00061-02) and the conditions of approval dated February 26, 2019. Modifications, other than minor modifications to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
3. All other terms, conditions, and restrictions detailed within the “McMillan Mesa Specific Plan Development Agreement” must be fully satisfied.

SECTION 8. City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intents of this Ordinance.

SECTION 9. If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 10. This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of May, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit “A”

Legal Description of Property

Planning Exhibit:

DEVELOPMENT AREA E1 – Parcel 1 (APN 101-46-012A) of
Development area E lot split – see Exhibit A 3.337 acres*

Zoning District Business Park –

Development Option Congregate care allowed specific to and only with approved site plan PZ-18-00061-02
Business Park Uses

Specific Performance Standards

a) Business Park Use

Maximum Gross FAR	.33
Minimum LSR	.35
Maximum Net FAR	.50
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	110,424 SF

b) All Other Uses

Maximum Gross FAR	.61
Minimum LSR	.40
Maximum Net FAR	.55
Maximum Building Height	40 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	101,930 SF

Restrictions

1) Setback from the Forest Ave right-of-way shall be a minimum of 75 feet for buildings and parking.

2) Building height shall be limited to one story within 100 feet of Forest Ave.

3) No commercial lodging will be allowed.

4) No restaurant development option will be allowed.

NOTE: See also the first page of this section for description of other development criteria and controls. The above areas and standards are for planning purposes only. The Flagstaff Zoning Code should be consulted for current specific standards.

*Base Site Area

DEVELOPMENT AREA E2 – **Parcel 2 (APN 101-46-012B) of**
Development area E lot split – see Exhibit A 4.657 acres*

Zoning District Business Park

Development Option Business Park Uses

Specific Performance Standards

a) Business Park Use

Maximum Gross FAR	.33
Minimum LSR	.35
Maximum Net FAR	.50
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	110,424 SF

b) All Other Uses

Maximum Gross FAR	.30
Minimum LSR	.40
Maximum Net FAR	.55
Maximum Building Height	40 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	101,930 SF

Restrictions

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NOTE: See also the first page of this section for description of other development criteria and controls. The above areas and standards are for planning purposes only. The Flagstaff Zoning Code should be consulted for current specific standards.

*Base Site Area

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Dan Folke, Interim Community Development Director
Date:	04/11/2019
Meeting Date:	04/16/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-15: Adoption of Coconino Joint Land Use Study

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-15 by title only
2) City Clerk reads Resolution No. 2019-15 by title only (if approved above)
3) Adopt Resolution No. 2019-15

Executive Summary:

The Flagstaff City Council is asked to consider adoption of the Coconino Joint Land Use Study (JLUS) by resolution. The study was led by Coconino County with the City of Flagstaff in a supporting role. The study includes policies and recommendations for managing impacts and uses around the Naval Observatory Flagstaff Station and Camp Navajo. The study was adopted by the JLUS Policy Committee on January 30, 2019. The final version of the JLUS is found here: https://www.coconinojlus.com/

Financial Impact:

Full implementation of the recommended actions will require staff and financial commitments. As part of the coordination and notification strategies, project partners have been added to our interested parties list and distribution of the Inter-Division Staff (IDS) meeting. These materials provide notification of development projects as they are submitted and of public hearings on land use applications. These types of activities do not have a financial impact.

The FY 2020 City of Flagstaff budget includes a recommendation to fund a 0.5 full-time equivalent Code Compliance Lighting Specialist position. The strategy is to share a position with Coconino County or to seek third-party funds. Initially, the City may choose to program the lighting specialist responsibilities into the existing Code Compliance Officer II position, and hire a half time generalist. This allows us to develop the desired expertise and management within an existing full-time position. This strategy does have a financial impact.

The proposed lighting committee can be staffed by the Lighting Specialist and Zoning Code Manager. Code amendments have been drafted by a local dark sky advocate and are being reviewed by our Zoning Code Manager. Planning of activity centers near the NOFS can be programmed into the Comprehensive Planning program. These strategies should have a minimal financial impact.

Policy Impact:

Recommended strategies begin on page 78 of the JLUS. They are organized into six categories: Coordination, Plan Updates & Policies, Code Updates & Enforcement, Land Conservation, Forest Management and Education.

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

Dark Skies

Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.

5.4. Encourage uses within Lighting Zone 1 of the lighting codes of the City and County that do not require outdoor lighting, and discourage those which require all-night lighting.

Growth Areas and Land

Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete, and connected places.

Policy E&C.Policy LU.1.11. Ensure that there is collaboration between a developer, residents, and property owners in existing neighborhoods where redevelopment and reinvestment are proposed so that they are included, engaged, and informed.

The JLUS includes a strategy to incorporate the JLUS into our Regional Plan:

10. Adopt the JLUS as a comprehensive plan amendment; support existing and adopt new goals and policies within the plans to best protect the missions of Camp Navajo and NOFS in the county's and city's comprehensive plan updates.

The Flagstaff Regional Plan 2030 will complete a major community update by 2014, 10 years after initial adoption. Staff anticipates beginning public participation in 2022.

Has There Been Previous Council Decision on This:

The City Council appointed Mayor Coral Evans and Councilmember Celia Barotz to serve on the JLUS Policy Committee. Councilmember Barotz was appointed a Co-Chair of the Policy Committee along with Supervisor Matt Ryan. After the new City Council was seated, Councilmembers Jim McCarthy and Jaime Whelan were appointed for the final Policy Committee meeting in January 2019.

Options and Alternatives:

Staff recommends adoption of the Joint Land Use Study by resolution. The plan includes a near term action to adopt the JLUS as a comprehensive plan amendment. Staff has discussed integrating the strategies and actions into the Flagstaff Regional Plan 2030 during the next update. New goals and policies can be drafted which reflect the strategies and actions identified in the JLUS. Alternatively, the JLUS can be considered as a specific plan. Comprehensive planning could take the document through the adoption process. Adoption of specific plans are considered minor plan amendments. However, for now, the first step is adoption by resolution.

Background/History:

A Joint Land Use Study (JLUS) is a cooperative land use planning effort between local governments and military installations. It seeks to ensure the lasting compatibility of military installations and their neighboring communities. A JLUS creates a policy framework and recommends strategies that support a healthy economy, environment, and community while safeguarding the military's mission.

This JLUS is focused around Army National Guard Camp Navajo (Camp Navajo), Naval Observatory Flagstaff Station (NOFS) and its neighbors. The Department of Defense (DoD) Office of Economic Adjustment (OEA), with contributions from Coconino County and participating municipalities, funded this study.

Key Considerations:

The recommended strategies are consistent with the Flagstaff Regional Plan 2030 and goals of the City Council. Staff has no concerns with the adoption of the JLUS.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

Joint land use studies seek to accomplish three main objectives:

• **Establish an ongoing framework for cooperative planning between project stakeholders.** These include military installations, local government, state agencies, tribal nations, and surrounding communities.

• **Recommend strategies to encourage compatible development around military installations.** JLUSes encourage cooperative land use planning between military installations and the surrounding communities to ensure community growth and development are compatible with military training and operations.

• **Recommend approaches to reduce impact on neighbors and area development.** JLUSes seek ways to reduce the military's impact on their neighbors and support community goals for a healthy economy, environment, and quality of life.

Community Involvement:

A summary of the community engagement for the project is found on page 7 of the JLUS. The project had a 24-member policy committee which represented a range of key stakeholders and decision makers including elected officials, senior military officials, tribal government leaders, surrounding business and property owners and other key participants. The project Technical Committee included staff from local jurisdictions and agencies, military personnel and key stakeholders. The project consultant completed 40 stakeholder interviews seeking input and community concerns. There were three community workshops held in Bellmont, Flagstaff City Hall and the Board of Supervisors chambers. Approximately 80 residents attended the open houses. Outreach also included a tour of Camp Navajo, land use stakeholder session, elected official briefings and media outreach.

Attachments: Res. 2019-15
Presentation

RESOLUTION NO. 2019-15

A RESOLUTION ADOPTING THE COCONINO JOINT LAND USE STUDY A COOPERATIVE LAND USE PLANNING EFFORT BETWEEN LOCAL GOVERNMENTS AND MILITARY INSTALLATIONS;

RECITALS:

WHEREAS, a Joint Land Use Study (JLUS) seeks to ensure the lasting compatibility of military installations and their neighboring communities;

WHEREAS, a JLUS creates a policy framework and recommends strategies that support a healthy economy, environment, and community, while safeguarding the military's mission;

WHEREAS, the Coconino JLUS concerns the Army National Guard Camp Navajo (Camp Navajo), Naval Observatory Flagstaff Station (NOFS), and surrounding areas;

WHEREAS, the Department of Defense (DoD) Office of Economic Adjustment (OEA), with contributions from Coconino County and the City of Flagstaff, funded this study;

WHEREAS, the Flagstaff City Council and Coconino County Board of Supervisors served on the JLUS Policy Committee which unanimously recommended adoption of the Coconino JLUS.

ENACTMENTS:

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

SECTION 1. That the Coconino Joint Land Use Study be hereby adopted, and the Mayor be authorized and directed to take any further actions required to effectuate adoption on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of April, 2019.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Coconino Joint Land Use Study

Flagstaff City Council

April 16 , 2019

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Joint Land Use Study

What is a Joint Land Use Study (JLUS)?

A Joint Land Use Study (JLUS) is a cooperative land use planning effort between local government and military installations.

Joint Land Use Study

What is a JLUS?

Three main objectives:

1. Establish an ongoing framework for cooperative planning between project stakeholders.
2. Recommend strategies to encourage compatible development around military installations.
3. Recommend approaches to reduce impact on neighbors and area development.

Joint Land Use Study

What is a JLUS?

- A JLUS does NOT directly change any land use requirements, authorize or evaluate new military activities, or evaluate individual projects.

Joint Land Use Study

Coconino JLUS

- The Coconino JLUS is focused around Army National Guard Camp Navajo (Camp Navajo), Naval Observatory Flagstaff Station (NOFS) and its neighbors.

- The Department of Defense (DoD) Office of Economic Adjustment (OEA), with contributions from Coconino County and participating municipalities, funded this study.

Joint Land Use Study

The People

Project Manager

Jay Christelman, Coconino County CD Director

Project Consultants

Makers architecture and urban design, LLP

Ecology & Environment

Transpo Group, Inc

ETD, Inc.

Joint Land Use Study

The People

Policy Committee

Celia Barotz, Flagstaff City Council

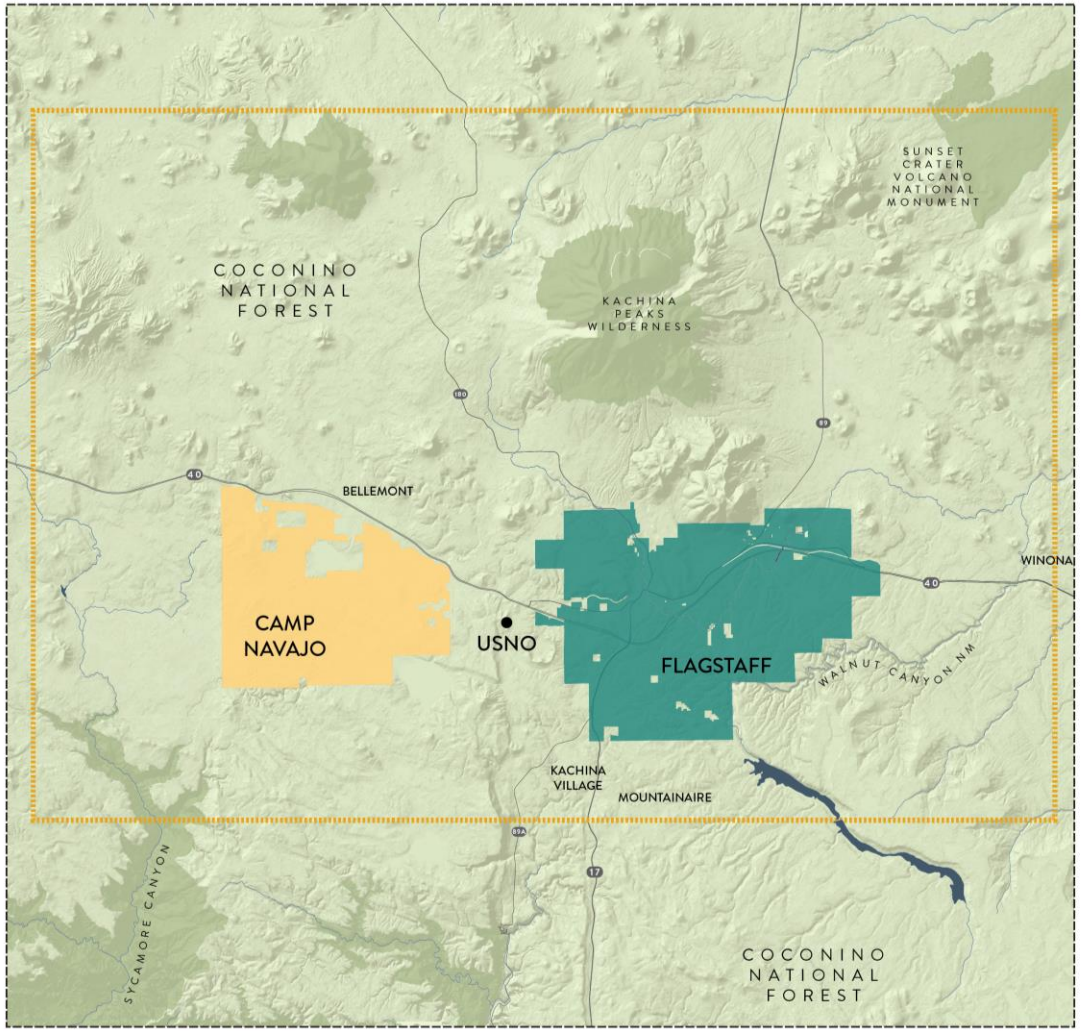
Matt Ryan, Coconino County Board of Supervisors

- Federal & State agencies, tribal leaders, local property & business owners

Technical Committee

Staff representatives of the local, state and federal agencies

Joint Land Use Study



Project Study Area

The project study area encompasses all of Coconino County, including United States Naval Observatory Flagstaff Station and Arizona Army National Guard, Camp Navajo.

Joint Land Use Study

The Process

1. Stakeholder & Public Involvement, Survey & Interviews
    a) Draft public involvement strategy
    b) Outreach to the public and elected officials
    c) Installation and community tours
    d) Stakeholder interviews, public meetings and surveys to obtain data

Joint Land Use Study

The Process

2. Data Collection, Inventory Mapping, & Conflict Compatibility Analysis
    a) Existing conditions findings.
    b) Identify potential land use, zoning conflicts, and potential infrastructure considerations

Joint Land Use Study

The Process

3. Conflict Resolution Strategies

    a) Formulate strategies to address conflicts and issues.

4. Draft & Final JLUS Study Report

Joint Land Use Study

Public Participation

- 24 member Policy Committee
- 40 interviews with stakeholders
- Camp Navajo tour
- 3 community workshops – 80 attendees
- Online survey – 130 respondents

Joint Land Use Study

The Outcome – what is in the Plan?

- Short, mid, and long-term priorities
- An implementation strategy with timelines, costs, and funding mechanisms
- Metrics to measure plan effectiveness
- A monitoring and adaptive management plan
- A recommended organizational structure and process for JLUS participants' continued collaboration

Joint Land Use Study

City of Flagstaff - What about coordination?

- Improve notification and coordination between Coconino County, NOFS, and Camp Navajo around potential land use activities and development projects in the study area.

- Coordinate with NOFS and Camp Navajo during regional, comprehensive, activity center, and other plan updates in the study area.

Joint Land Use Study

City of Flagstaff - What about Dark Skies?

- Establish an outdoor lighting committee
- Adopt new and periodically review and revise lighting codes to meet emerging technologies and incorporate the following NOFS Mission Compatibility Light Pollution Study code recommendations
- Adopt SLEDS Study recommendations for dark sky-friendly lighting in the public right-of-way.

Joint Land Use Study

City of Flagstaff - What about Dark Skies?

- Fund a joint Coconino County and city of Flagstaff lighting specialist position for education/enforcement in the next fiscal year (Spring 2019).

Joint Land Use Study

City of Flagstaff - What about the Comprehensive Plan?

- Adopt the JLUS as a comprehensive plan amendment; support existing and adopt new goals and policies to best protect the missions of Camp Navajo and NOFS in the county's and city's comprehensive plan updates.

- Prioritize development of southern and western City of Flagstaff activity center plans in collaboration with NOFS and Camp Navajo.

Joint Land Use Study

Motion to Approve JLUS

- City Council will consider a resolution to adopt the Coconino Joint Land Use Study on April 16, 2019.

https://www.coconinojlus.com/

Thank you and Good Evening!

16. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Brandi Suda, Finance Director
Date:	04/11/2019
Meeting Date:	04/16/2019

TITLE:

Consideration of Audited Financial Reports: Year ending June 30, 2018

STAFF RECOMMENDED ACTION:

Approve the FY 2018 Comprehensive Annual Financial Report and the FY 2018 Single Audit Report

Executive Summary:

The City is required to perform an annual audit each year, pursuant to Arizona Revised Statutes (A.R.S.) Section 9-481 and the City Charter (Article VI, Section 5); this audit is commonly known as the Comprehensive Annual Financial Report (CAFR). The CAFR is reviewed by an independent auditor to provide reasonable assurance that the financial statements are free of material misstatement. In addition, the City also obtains an annual Single Audit as a condition of receiving federal assistance in excess of $750,000. An independent auditor performs the Single Audit.

Financial Impact:

There is no financial impact on approving the City's Fiscal Year 2018 Comprehensive Annual Financial Report (CAFR) or the FY 2018 Single Audit.

Policy Impact:

No.

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

Financial Reporting does not fit in a specific Council or Regional Plan goal but it does provide overall support for the organization and is aligned with best practices. This item is required by City Charter.

Previous Council Decision on This:

No.

Options and Alternatives:

- Approve the City's FY 2018 CAFR and FY 2018 Single Audit Report.
- Do not approve the City's FY 2018 CAFR, FY 2018 Single Audit report, and provide direction to the Audit Committee or independent auditor to address Council's questions/issues.

Background/History:

The City is required to perform an independent annual financial audit per City Charter Article VI, Section 5 which states:

"Prior to the end of each fiscal year, the Council shall designate an independent Certified Public Accountant, who, as of the end of the fiscal year, shall make up an audit of accounts and other evidence of financial transactions of the City government, and shall submit a long-form report, including recommendations concerning policy and fiscal procedures, to the Council, and to the City Manager. Such accountant shall have no personal interest, direct or indirect, in the fiscal affairs of the City government or of any of its officers. The accountant shall, within specifications approved by the Council, post-audit the books and documents kept by the City, and any separate or subordinate accounts kept by any other office, department, or agency of the City government."

In addition to the financial audit, the City is required to complete a Single Audit because it receives more than $750,000 in federal assistance.

The City has hired CliftonLarsonAllen, LLP (the Auditors). The Auditors work directly with the Finance Staff to complete a review of the City's financial data and internal controls. The financial reports are the responsibility of the City and are based on the activity of the fiscal year. The CAFR is presented in accordance with all standards as defined by the Government Accounting Standards Board (GASB). The Auditors are not responsible for reviewing every transaction for the fiscal year, however, based on the standards the Auditors plan and perform the audit to obtain reasonable assurance that the statements are free of material misstatements. The Auditors prepare the Single Audit which is an independent assessment of City finances and includes a schedule of expenditures of federal fund awards.

The City has established an Audit Committee to review the financial reports and findings (CAFR and the Single Audit). The committee discusses the information and makes a recommendation to Council to accept or reject the financial reports. The Audit Committee is represented by a City Councilmember, the City Manager, and the Management Services Director:

- Charlie Odegaard, Council Member
- David Cosper, CPA
- Sharman Cawood, CPA
- Margaret Penado
- City Manager, Barbara Goodrich
- Rick Tadder, Management Services Director

The financial reports were reviewed by the Audit Committee through a presentation by the Auditors. The presentation of the financial reports to the Audit Committee occurred on March 19, 2019, and was facilitated by Rick Tadder, Management Services Director and Dennis Osuch, Principal with CliftonLarsonAllen LLP. The meeting was recorded and is available on the city website.

Key Considerations:

The City has received an "unmodified opinion" from the Auditors, meaning the audit firm believes the financial statements are fairly presented in accordance with generally accepted accounting principles. In the Communication to Mayor and City Council (attached), the audit firm states: there were no significant difficulties encountered in performing the audit and; there were no disagreements with management. The letter lists uncorrected misstatements related to unbilled revenues from the prior year and states they are immaterial. Misstatements are noted when the Auditors have found items that may be incorrectly presented during the audit engagement.

In the FY 2018 Single Audit Report, there were no findings, material weaknesses or significant deficiencies noted. Since the FY 2016 single audit was reissued, the City did not qualify as a low-risk auditee for the FY 2018 audit.

The Audit Committee unanimously approved the acceptance of the CAFR and Single Audits at their March 19, 2019, meeting.

Expanded Financial Considerations:

An annual audit is statutorily required by A.R.S. Section 9-481. In addition, should the City not perform an annual audit of its financial statements and complete a Single Audit, the City could lose valuable grant funding. The amount of reimbursements of Federal Award reported for in the Fiscal Year 2018 was $9.4 million. State and local grant funding totaled $1.0 million in Fiscal Year 2018.

Community Benefits and Considerations:

Independent review of the City's financial statements elevates the level of confidence that the City is reporting fairly, accurately, and within prescribed guidelines.

Community Involvement:

Involve: The community is directly involved through the participation on the Audit Committee.

Inform: Any community member may review the most recent CAFR and Single Audit Report. The current and historical CAFR and Single Audit and SEFA are on file and available for public inspection in the following locations:

- On the City website, www.flagstaff.az.gov under the Finance Section (https://www.flagstaff.az.gov/164/Financial-Reports-Budget-Documents)
- At the Flagstaff Public Library, 300 W Aspen Ave, Flagstaff, Arizona
- At the East Flagstaff Community Library, 3000 N 4th Street, Suite 5, Flagstaff, Arizona
- Contact the Finance Director at (928) 213-2217

In addition, one copy of the CAFR and one copy of the Single Audit Reports are on file and available in the Council office.

Attachments: Memo on Financial Reports
Communication to Governance

Finance Section

Memo

To: Honorable Mayor and City Council

From: Brandi Suda, Finance Director

Date: March 31, 2019

Re: Annual Financial Report Documents

We are scheduled to present the FY 2018 Comprehensive Annual Financial Report and Single Audit at the April 16th Council Meeting. Due to the size of the files, we have placed a copy of the following reports in the Council's office:

- June 30, 2018 Comprehensive Annual Financial Report
- Single Audit Report and Schedule of Expenditures of Financial Awards for FY2018

These reports may also be accessed on the City website here:

https://www.flagstaff.az.gov/164/Financial-Reports-Budget-Documents

CliftonLarsonAllen LLP
CLAconnect.com

The Honorable Mayor and Members of City Council
City of Flagstaff, Arizona
Flagstaff, Arizona

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Flagstaff, Arizona (City) as of and for the year ended June 30, 2018, and have issued our report thereon dated December 20, 2018. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements.

For the year ended June 30, 2018, the financial statements include the impact of Governmental Accounting Standards Board Statement (GASBS) Number 75 – *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* and GASBS Number 89 – *Accounting for Interest Cost Incurred before the End of a Construction Period.*

We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Management's estimate of the capital assets' depreciation and remaining useful lives is based on an analysis of the current rate of use of certain assets. We evaluated the key factors and assumptions used to develop depreciation and the remaining useful lives in determining that they are reasonable in relation to the financial statements taken as a whole.

- Management's estimate of the fair value of investments is based on a market comparison and value of similar type investments. We evaluated the key factors and assumptions used to develop the fair value of investments in determining that they are reasonable in relation to the financial statements taken as a whole.

- Management's estimate of the allowance for uncollectible accounts related to the City's sales tax, court revenues, and utility receivables is based on an analysis of the history of sales tax, court, and utility receivable collections. We evaluated the key factors and assumptions used to develop the allowance for uncollectible accounts related to the City's receivables in determining that it is reasonable in relation to the financial statements taken as a whole.

- Management's estimate of the Other Postemployment Benefit Liability (OPEB) is based on actuarial methods and assumptions of the substantive benefit plan. We evaluated the key factors and assumptions used to develop the OPEB liability in determining that it is reasonable in relation to the financial statements taken as a whole.

- Management's estimate of the current portion of the compensated absence liability, as well as the amounts earned and used is based on actual payouts made during the first two months of the fiscal year under audit and amounts earned and used over an average of the past two years, respectively. We evaluated the key factors and assumptions used to develop the current portion, earned, and used amounts of the compensated absence liability in determining that it is reasonable in relation to the financial statements taken as a whole.

- Management's estimate of the estimated claims payable is based on an application of historical experience to determine the City's general liability loss and allocated loss adjustment expense reserves as of June 30, 2018. We evaluated the key factors and assumptions used to develop the estimated claims payable in determining that it is reasonable in relation to the financial statements taken as a whole.

- Management's estimate of the landfill closure and postclosure care liability is based on an engineer's estimate of landfill capacity used and projected estimated costs utilizing inflation factors. We evaluated the key factors and assumptions used to develop the estimated closure and postclosure care costs in determining that it is reasonable in relation to the financial statements taken as a whole.

- Management's estimate of the unfunded pension liability related to the Arizona State Retirement System, Elected Officials pension plans and Public Safety Personnel Retirement System Plan benefits are based on actuarial reports prepared by other professionals. We reviewed the key assumptions used to estimate the liability in determining that they are reasonable in relation to the financial statements taken as a whole.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Corrected misstatements

None of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Management representations

We have requested certain representations from management that are included in the management representation letter dated December 20, 2018.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Other information in documents containing audited financial statements

With respect to the required supplementary information (RSI) accompanying the financial statements, we made certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We compared the RSI for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we did not express an opinion or provide any assurance on the RSI.

With respect to the schedule of expenditures of federal awards (SEFA) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the SEFA to determine that the SEFA complies with the requirements of the Uniform Guidance, the method of preparing it has not changed from the prior period or the reasons for such changes, and the SEFA is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the SEFA to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated December 20, 2018.

With respect to the schedule of expenditures of passenger facility charges (Schedule) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the Schedule to determine that the Schedule complies with the requirements of the Passenger Facility Charge Audit Guide for Public Agencies issued by the Federal Aviation Administration, the method of preparing it has not changed from the prior period or the reasons for such changes, and the Schedule is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the Schedule to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated December 20, 2018.

With respect to the nonmajor combining statements and schedules and the supplemental information (capital assets used in the operations of governmental funds, the budgetary comparison schedules for nonmajor governmental funds and the federal financial data schedule) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated December 20, 2018.

The introductory and statistical sections accompanying the financial statements, which are of a nonaccounting nature and which are the responsibility of management, were prepared for purposes of additional analysis and are not a required part of the financial statements. Such information was not subjected to the auditing procedures applied in the audit of the financial statements, and, accordingly, we did not express an opinion or provide any assurance on it.

Our auditors' opinion, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a document you prepare, such as an annual report, should be done only with our prior approval and review of the document.

* * *

This communication is intended solely for the information and use of the Mayor, Members of City Council and management of the City of Flagstaff, Arizona and is not intended to be and should not be used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Phoenix, Arizona
December 20, 2018

Schedule of Passed, Unrecorded Adjustments

Business-Type Activities

To properly state revenue and beginning fund balance for prior year overraccrual

Account	Debit	Credit
Revenue	$ -	$ 291,546
Beginning Fund Balance	291,546	-
	$ 291,546	$ 291,546

Water and Sewer Fund

To properly state revenue and beginning fund balance for prior year overraccrual

Account	Debit	Credit
Revenue	$ -	$ 123,759
Beginning Fund Balance	123,759	-
	$ 123,759	$ 123,759

Stormwater Fund

To properly state revenue and beginning fund balance for prior year overraccrual

Account	Debit	Credit
Revenue	$ -	$ 41,282
Beginning Fund Balance	41,282	-
	$ 41,282	$ 41,282

Environmental Services Fund

To properly state revenue and beginning fund balance for prior year overraccrual

Account	Debit	Credit
Revenue	$ -	$ 126,505
Beginning Fund Balance	126,505	-
	$ 126,505	$ 126,505

16. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Rick Tadder, Management Services Director
Date:	04/11/2019
Meeting Date:	04/16/2019

TITLE:

Consideration and Adoption of Ordinance No. 2019-06: An ordinance of the Council of the City of Flagstaff, Coconino County, Arizona (1) providing for the sale and execution and delivery pursuant to a Series 2019 Utility System Revenue Trust Agreement of utility system revenue obligations, in one or more series evidencing proportionate interests of the owners thereof in installment payments of the purchase price to be paid by the City of Flagstaff, Arizona, pursuant to a Series 2019 Utility System Revenue Purchase Agreement to finance costs of certain improvements to the water and sewer utility system of the City; (2) authorizing the completion, execution and delivery with respect thereto of agreements necessary or appropriate as part of financing the costs of such improvements and paying related financing costs; (3) delegating to the Mayor, the City Manager, and the Management Services Director certain authority with respect to the purposes hereof; (4) authorizing the Management Services Director to expend all necessary funds therefor and (5) authorizing the Management Services Director or his designees to take all other actions necessary to the consummation of the transaction contemplated by this ordinance and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the April 16, 2019 Council Meeting:

1) Read Ordinance No. 2019-06 by title only for the first time
2) City Clerk reads Ordinance No. 2019-06 by title only (if approved above)

At the May 7, 2019 Council Meeting:

3) Read Ordinance No. 2019-06 by title only for the final time
4) City Clerk reads Ordinance No. 2019-06 by title only (if approved above)
5) Adopt Ordinance No. 2019-06

Executive Summary:

This ordinance allows for the issuance of up to $9,600,000 of revenue pledged indebtedness for water and wastewater capital projects. The issuance of debt was identified during the 2016 rate study completed by the Water Services Division. An ordinance for this action is required by City Charter ARTICLE VI - FINANCE AND TAXATION, Section 5 - WHEN ACTIONS ARE TO BE TAKEN BY ORDINANCE.

Financial Impact:

The issuance of debt for the water and wastewater funds has been established during the 2016 rate study and included in the current 5-year plans for the funds. The issuance of this debt will be managed within the current debt service estimates and will be included in the FY 2020 budget. Issuing debt will incur interest expenses and issuance costs.

Policy Impact:

The April 2014 Utilities Integrated Master Plan-Principles of Sound Water Management Water Policies sets forth finance policies for the Water and Sewer utilities. Policy A1.1 states that annual debt service payments should not exceed 20% of total operating revenues. The issuance of this debt will maintain annual debt service payments within this policy.

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

Regional Plan:
Policy WR.2.2. Maintain and develop facilities to provide reliable, safe, and cost-effective water, wastewater, and reclaimed water services.
Policy WR.4.1. Use the Regional Plan as a guide for the Utilities Integrated Master Plan to better plan for the necessary infrastructure sizing and location to accommodate planned growth and resource management.
Policy WR.4.2. Maintain, at the City level, a financially stable utility to provide reliable, high-quality utility services.

Has There Been Previous Council Decision on This:

On April 19, 2016 Council adopted Ordinance 2016-23 which set the rates for water and wastewater services. These rates included the issuance of debt for water and wastewater capital projects. During the FY 2019 budget process, staff provided balanced 5-Year plans for the Water and Wastewater Funds which included the issuance of debt and increased annual debt service payments.

Options and Alternatives:

- Approve the Ordinance as written allowing the City to move forward with the issuance of pledge revenue obligations. Pros-Allows for cash flow necessary to complete voter-approved projects. Cons-Increases City indebtedness.
- Recommend changes to the Ordinance modifying the issuance of the New Money Obligations. Pros and Cons are dependent on changes.
- Do not approve the issuance of pledged revenue obligations. Pros-Delays level of debt for the City. Cons-Projects may need to be delayed and the City re-evaluate the water and wastewater capital improvement programs.

Background/History:

Issuing debt for water and wastewater funds is a common practice to pay for large capital improvement projects for such utilities. Rate studies for these utilities address this when setting user fees and balancing the consideration of fee-based capital projects versus debt-based capital projects. Often there is a balance of both. The most recent rates adopted included the consideration of issuing debt for capital improvements as well as meeting the financial policy of the utilities. In addition, the April 2014 Utilities Integrated Master Plan-Principles of Sound Water Management Water Policies sets forth finance policies for the Water and Sewer utilities. Policy A1.1 states that annual debt service payments should not exceed 20% of total operating revenues. The issuance of this debt will maintain annual debt service payments within this policy.

Through the 5-year planning process, staff has identified the need to issue debt to pay for several capital

projects. We will be issuing up to $9,600,000 of revenue obligation debt for the following capital projects. Water capital projects include: Water Services Building Purchase and Remodel, Switzer Canyon Waterline Replacement Phase 3, Interstate 40 Country Club Water Transmission Line, Fountain Street Waterline Replacement, and Design/Replacement of Aging Water Infrastructure. Wastewater capital projects include: Wildcat Gas Conveyance System Improvements, Westside Interceptor Improvements, Rio Plant UV System Replacement, Biosolids Master Plan, Wildcat Digester #3, and Design/Replacement of Aging Wastewater Infrastructure. All projects have been budgeted for and/or included in the 5-year plans.

While the purpose of this agenda items is to approve an ordinance to allow the City to issue debt, we have included a draft Trust Agreement and Purchase Agreement as informational documents you may review. These documents have been reviewed by our Financial Advisors and Bond Counsel. These are materially complete however may have some changes prior to completion of the debt transactions. Final documents will be available upon request to the Management Services Director.

Upon approval of Ordinance 2019-06, city staff will issue a formal request for proposals (RFP) which banks will respond to. City staff will then negotiate best and final offers prior to award.

Expanded Financial Considerations:

The cost of issuing new revenue obligations includes fees for our bond counsel, financial advisors and trustee. We are on state contract for bond counsel with Greenburg Traurig and the fee for this sale is $40,000. We have a contract for financial advisory services with Stifel, Nicolaus & Company and the fee for this sale is estimated at $30,240. The trustee fee for this issuance will be $1,000. These are common issuance costs and have been factored into the issuance of debt.

Staff is planning on issuing the debt with a payback period of 15 years. This shorter term option allows the City to take advantage of procuring the debt using a private placement method. Private placement issued debt reduces costs to issue debt, saves staff time and should provide favorable interest rates. Preliminary estimated interest over the life of the debt is approximately $2,780,000.

Community Involvement:

Inform: To provide the public information related to the issuance or water and wastewater revenue obligations.

Attachments: Ord. 2019-06
Draft Purchase Agreement
Draft Trust Agreement

ORDINANCE NO. 2019-06

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA (1) PROVIDING FOR THE SALE AND EXECUTION AND DELIVERY PURSUANT TO A SERIES 2019 UTILITY SYSTEM REVENUE TRUST AGREEMENT OF UTILITY SYSTEM REVENUE OBLIGATIONS, IN ONE OR MORE SERIES EVIDENCING PROPORTIONATE INTERESTS OF THE OWNERS THEREOF IN INSTALLMENT PAYMENTS OF THE PURCHASE PRICE TO BE PAID BY THE CITY OF FLAGSTAFF, ARIZONA, PURSUANT TO A SERIES 2019 UTILITY SYSTEM REVENUE PURCHASE AGREEMENT TO FINANCE COSTS OF CERTAIN IMPROVEMENTS TO THE WATER AND SEWER UTILITY SYSTEM OF THE CITY; (2) AUTHORIZING THE COMPLETION, EXECUTION AND DELIVERY WITH RESPECT THERETO OF AGREEMENTS NECESSARY OR APPROPRIATE AS PART OF FINANCING THE COSTS OF SUCH IMPROVEMENTS AND PAYING RELATED FINANCING COSTS; (3) DELEGATING TO THE MAYOR, THE CITY MANAGER AND THE MANAGEMENT SERVICES DIRECTOR CERTAIN AUTHORITY WITH RESPECT TO THE PURPOSES HEREOF; (4) AUTHORIZING THE MANAGEMENT SERVICES DIRECTOR TO EXPEND ALL NECESSARY FUNDS THEREFOR AND (5) AUTHORIZING THE MANAGEMENT SERVICE DIRECTOR OR HIS DESIGNEES TO TAKE ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS ORDINANCE AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, it is necessary and in the best interests of the City of Flagstaff, Arizona (the "City"), to finance costs of certain improvements for the water and sewer utility system of the City (the "Projects"); and

WHEREAS, therefore, the Mayor and Council of the City (the "Council") have determined to cause the execution and delivery of a Series 2019 Utility System Revenue Purchase Agreement, to be dated as of the first day of the month of the dated date of the hereinafter described Series 2019 Obligations (the "Series 2019 Utility System Revenue Purchase Agreement"), in substantially the form presented at the meeting at which this Ordinance was adopted, by which the City will agree to purchase the Projects; and

WHEREAS, the financing of the Projects will be financed through the sale, by means of a competitively bid solicitation for financing, and execution and delivery of certain proportionate interests (the "Series 2019 Obligations") in the Series 2019 Purchase Agreement pursuant to, and secured by, a Series 2019 Utility System Revenue Trust Agreement, to be dated as of the date of the Series 2019 Purchase Agreement (the "Series 2019 Trust Agreement"), from the City to a trustee to be determined as provided herein (including any successor appointed and acting in such capacity, the "Trustee"), in substantially the form presented at the meeting at which this Ordinance was adopted; and

WHEREAS, it has been determined that Stifel, Nicolaus & Company, Incorporated (the "Financial Advisor") should act as financial advisor with respect to the sale of the Series 2019 Obligations

pursuant to letter agreements dated December 19, 2018, between the City and the Financial Advisor; and

WHEREAS, there have been presented to the Council at the meeting at which this Ordinance is being adopted the proposed forms of: (1) the Series 2019 Utility System Revenue Purchase Agreement; and (2) the Series 2019 Trust Agreement; and

WHEREAS, the City has the requisite power and authority to execute and deliver the Series 2019 Utility System Purchase Agreement and to cause the sale and execution and delivery of the Series 2019 Obligations, and all acts, conditions and things required by the Constitution and laws of the State of Arizona and the requirements of the City to happen, exist and be performed precedent to and as a condition to the adoption of this Ordinance have happened, exist and been performed in the time and manner required to make the Series 2019 Utility System Purchase Agreement a valid and binding limited, special obligation of the City;

ENACTMENTS:

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

SECTION 1. Authorization and Execution and Delivery of Documents and Obligations; Acceptance of Proposal.

(a) For the purpose of providing funds to finance the Projects and the related costs of the sale and execution and delivery of the Series 2019 Obligations, the Series 2019 Obligations shall be sold and executed and delivered. The Series 2019 Obligations shall be dated the date of their initial authentication and delivery, shall be executed and delivered in such form and denominations, shall be payable as to interest and principal on such dates, shall be executed in such manner and shall have such other provisions, including, without limitation, provisions with respect to prepayment prior to maturity, as set forth in the form of the Series 2019 Trust Agreement, with such additions, deletions and modifications consistent with this Ordinance as shall be approved by the officers of the Trustee executing and delivering the same on behalf of the Trustee, the execution and delivery thereof to constitute conclusive evidence of their approval and of such additions, deletions or modifications. The identity of the Trustee, the aggregate principal amount of the Series 2019 Obligations (but not to exceed $9,600,000), the number of series the Series 2019 Obligations shall be and the amount and designation of each such series, the period over which the Series 2019 Obligations shall mature (including provisions for prepayment), the date on, entity to which and price at which the Series 2019 Obligations shall be sold (including provisions for any discount or premium) and the rates of interest the Series 2019 Obligations shall bear (but, except in the case of an event of default or an event of taxability, not to exceed four percent (4%)) and the dates such interest shall be payable shall be determined by the Mayor, the City Manager or the Management Services Director of the City or the designees of any of them (collectively, the “Authorized Representatives”) to which such authority is hereby delegated.

(b) The Mayor or, in the absence thereof, the Vice Mayor are hereby authorized to execute, and the Clerk is hereby authorized to attest and deliver, respectively, the Series 2019 Utility System Purchase Agreement and the Series 2019 Trust Agreement, all of which are hereby approved, with such additions, deletions and modifications as shall be

approved by those officers executing and delivering the same on behalf of the City, the execution and delivery thereof to constitute conclusive evidence of their approval, and of such additions, deletions and modifications.

(c) The Trustee is hereby requested to execute and deliver the Series 2019 Obligations, the Series 2019 Utility System Purchase Agreement and the Series 2019 Trust Agreement.

(d) The Authorized Representatives are hereby authorized to cause the sale and execution and delivery of the Series 2019 Obligations and are hereby delegated the authority to complete any information missing in, or necessary for the consummation of the transactions contemplated by, the Series 2019 Utility System Purchase Agreement and the Series 2019 Trust Agreement. The Authorized Representatives are authorized to select, and execute and deliver contracts with, appropriate professionals (including special counsel) to provide various professional services with respect to the sale and execution and delivery of the Series 2019 Obligations as well as to provide for such other matters (including credit enhancement providers if deemed advantageous by them) as are necessary in order to accomplish the purposes of this Ordinance. The Authorized Representatives are hereby further authorized to execute and deliver any instruments or documents necessary in connection with the purchase of any such credit enhancement, including those making provision for the repayment of amounts advanced for credit enhancement thereunder. The fees, costs and expenses with respect to the foregoing shall be paid from proceeds of the sale of the Series 2019 Obligations or any other legally available moneys. The Management Services Director is hereby authorized to receive and expend such funds as necessary to accomplish the purposes of this Ordinance, including payment of installment payments related to debt service on the Series 2019 Obligations.

(e) Subject to the direction delegated by paragraph (a) of this Section, the proposal of the purchaser determined as provided in such paragraph may be accepted. The Series 2019 Obligations shall be prepared and executed and delivered following the adoption of this Ordinance and shall thereupon be delivered to such purchaser upon payment therefor in accordance with the terms of the Series 2019 Trust Agreement.

SECTION 2. Severability.

If any section, paragraph, subdivision, sentence, clause or phrase of this Ordinance is for any reason held to be illegal or unenforceable, such decision will not affect the validity of the remaining portions of this Ordinance. This Council hereby declares that it would have adopted this Ordinance and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the Series 2019 Obligations pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Ordinance may be held illegal, invalid or unenforceable.

SECTION 3. Ratification of Actions.

All actions of the officers, employees and agents of the City, including the Council, which conform to the purposes and intent of this Ordinance and which further the actions contemplated by this Ordinance, whether taken before or after adoption of this Ordinance, are hereby ratified, confirmed and approved. The City Management Services Director or his designee(s) are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this

Ordinance.

SECTION 4. Effective Date.

This Ordinance shall be effective thirty (30) days after adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of May 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CERTIFICATION

I hereby certify that the foregoing Ordinance No. 2019-06 was duly passed and adopted by the Mayor and Council of the City of Flagstaff, Arizona, at a regular meeting held on the 7th day of May, 2019, and the vote was …….. ayes and …….. nays and that the Mayor and …….. Councilmembers were present there at.

.....
Stacy Saltzburg, City Clerk, City of Flagstaff, Arizona

SERIES 2019 UTILITY SYSTEM REVENUE PURCHASE AGREEMENT

by and between

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Seller

and

THE CITY OF FLAGSTAFF, ARIZONA,
as Purchaser

Dated as of June 1, 2019

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SERIES 2019 UTILITY SYSTEM REVENUE PURCHASE AGREEMENT

THIS SERIES 2019 UTILITY SYSTEM REVENUE PURCHASE AGREEMENT, dated as of June 1, 2019 (this "Agreement"), by and between ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association, authorized to exercise trust powers in the State of Arizona, as trustee under the Series 2019 Utility System Revenue Trust Agreement, dated as of even date herewith (the "Trust Agreement") but in its separate capacity as seller, and THE CITY OF FLAGSTAFF, ARIZONA, a municipal corporation of the State of Arizona, as purchaser,

W I T N E S S E T H:

WHEREAS, pursuant to Ordinance No. 2019-06 adopted on May 7, 2019, the Mayor and Council of the City (as such term and all other undefined terms used herein are defined in the Trust Agreement) determined that the Series 2019 Obligations be sold and executed and delivered; and

WHEREAS, pursuant to the Trust Agreement, the Trustee has caused deposits to be made to the Improvements Fund and the Delivery Costs Fund; and

WHEREAS, the City is a municipal corporation duly incorporated and validly existing under the laws of the State; the Constitution and the laws of the State authorize the City to enter into this Agreement and the transactions contemplated by this Agreement; the City has duly authorized and executed this Agreement; this Agreement is a lawful, valid and binding obligation of the City, enforceable against the City in accordance with its terms; all required procedures for execution and performance of this Agreement, including publication of notice, public hearing or competitive bidding, if applicable, have been or will be complied with in a timely manner; the Payments will be paid when due out of funds which are legally available for such purposes; neither the execution and delivery of this Agreement or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the City; the City has disclosed in writing to the Seller all facts that do or will materially adversely affect the properties, operations or financial condition of the City and that any financial statements, notices or other written statements provided by the City to the Seller pursuant hereto will not contain any untrue statement of a material fact or omit any material fact necessary to make such statements or information not misleading and the Projects comply with all applicable environmental laws, rules and regulations (including, without limitation, all federal, state and local laws) and with Title III of the Americans with Disabilities Act and the regulations issued thereunder by the United States Department of Justice concerning accessibility of places of public accommodation and commercial facilities if and to the extent such Act and regulations apply to the Projects; and

WHEREAS, the Seller has full legal authority and is duly empowered to enter into this Agreement and has taken all actions necessary to the execution and delivery hereof;

NOW, THEREFORE, pursuant to law and for and in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I
APPLICATION OF PROCEEDS OF SERIES 2019 OBLIGATIONS

Section 1.1 Improvements Fund.

(a) The City shall establish and maintain a separate fund known as the *"Improvements Fund,"* which shall be funded from amounts paid by the Trustee pursuant to Article V of the Trust Agreement. Amounts in the Improvements Fund shall be disbursed by the City for the following purposes and for no other purposes:

(i) to the extent not paid by the Trustee from the Delivery Costs Fund established under the Trust Agreement, Delivery Costs;

(ii) payment for labor, services, materials and other necessities used or furnished in the acquisition, improvement and construction of the Projects, and all real and personal property deemed necessary in connection with the Projects and for the miscellaneous expenses incidental to any of the foregoing including the premium on each performance and payment bond;

(iii) reimbursement of capital expenditures relating to the Projects advanced prior to the execution and delivery of the Series 2019 Obligations; and

(iv) payment of interest on the Series 2019 Obligations during the acquisition, construction and improvement of the Projects.

(b) Before any of the foregoing payments may be made, the City shall maintain a record with respect to each such payment to the effect that: (i) none of the items for which the payment is proposed to be made has formed the basis for any payment previously made from the Improvements Fund, (ii) each item for which payment is proposed to be made is or was necessary in connection with the Projects and (iii) each item for which payment is proposed is for a purpose permitted by this Section.

(c) In the case of any contract providing for the retention of a portion of the contract price, there shall be paid from the Improvements Fund only the net amount remaining after deduction of any such portion.

The City shall notify the Trustee of the completion date of the Projects by a certificate signed by the City Representative stating that (i) acquisition, construction and improvement of the Projects has been completed and (ii) all obligations and costs in connection with the Projects and payable out of the Improvements Fund have been paid and discharged, except for amounts retained by the City for payment of costs of the Projects not yet due and payable. Any moneys held in the Improvements Fund upon delivery of such certificate which

are not needed to pay costs of the Projects shall be transferred by the City to the Trustee for deposit to the Interest Account.

ARTICLE II
AGREEMENT OF SALE; PURCHASE PRICE

Section 2.1 Agreement of Sale. In order to finance the costs of the Projects, the City hereby sells and conveys any interests it has in the Projects to the Seller, without recourse, representation or warranty, for the sum of $10.00 and other valuable consideration had and received. The Seller in turn hereby sells and conveys back to the City, without recourse, representation or warranty, and the City hereby purchases for the amounts payable pursuant hereto and accepts, from the Seller, such interests the Seller has in the Projects.

Section 2.2 Possession of and Title to Projects. The City shall be entitled to possession of, and full and unencumbered title to, the Projects, without suit, trouble or hindrance from the Seller. The Projects shall be made a part of the System and shall be used in accordance with all applicable laws.

Section 2.3 Amounts Payable After Execution and Delivery of Series 2019 Obligations Including for Purchase Price. After paying any amounts due to the Trustee pursuant to the Trust Agreement, Net Revenues provided for by Section 3.1 shall be paid for the following purposes and in the following order of priority, after decreasing any such payment for any interest income or gain received, or increasing such payment for any loss realized, during the preceding month in the account to which such payment is to be deposited:

(i) Amounts due pursuant to Section 7.2(d)(ii).

(ii) Commencing on January 1, 2020, and each July 1 and January 1 thereafter, the portion of each installment designated as interest on the Series 2019 Obligations and coming due during the six-month period (or portion thereof) preceding the next Obligation Payment Date for deposit to the Interest Account, calculated as described in Section 2.2(a) of the Trust Agreement.

(iii) Commencing on July 1, 2020, and each July 1 thereafter, the principal coming due (whether because of maturity or mandatory prepayment) with respect to the Series 2019 Obligations on the next Obligation Payment Date for deposit to the Principal Account.

This Agreement shall be deemed and construed to be a *"net purchase agreement,"* and the payments provided for in this Section shall be an absolute net return to the Seller, free and clear of any expenses or charges whatsoever, except as otherwise specifically provided herein.

Section 2.4 Obligations of City Hereunder Unconditional. The obligations of the City to make the payments required in Section 2.3 and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of the continued existence of the Projects or their physical condition. The City (a) shall not diminish, suspend or discontinue any payments provided for in Section 2.3, (b) shall perform and observe all of its

other agreements contained in this Agreement and (c) shall not terminate this Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, loss, theft or destruction of or damage to the Projects, or any part thereof, frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof, or any failure of the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement. Nothing contained in this Section shall be construed to release the Seller from the performance of any of the agreements on its part herein contained, and in the event the Seller shall fail to perform any such agreement on its part, the City may institute such action against the Seller as the City may deem necessary to compel performance or recover its damages for non-performance so long as such action shall not violate or impair the effectiveness of the agreements on the part of the City contained in the next two preceding sentences. The City may, however, at its own cost and expense and in its own name or in the name of the Seller, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its rights of ownership, possession and use hereunder, and in such event the Seller hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the Seller in any such action or proceeding if the City shall so request.

Section 2.5 Termination of Payment of Purchase Price; Excess Payments.

(a) Upon full payment or provision for payment of the Purchase Price and provided that the City has performed all the covenants and agreements required by the City to be performed hereunder, this Agreement shall cease and expire. Upon the expiration of this Agreement, the Seller shall cause the Trustee under the Trust Agreement to release any interest which the Trustee may have in Net Revenues from the lien of the Trust Agreement.

(b) In the event of payment of the Purchase Price in full or provision for the payment thereof in full such that the Trust Agreement shall be discharged by its terms as a result of such prepayment and payment of any fees and charges due and owing to the Trustee, all amounts then on deposit in the Obligation Fund shall be credited toward the amounts then required to be so prepaid at the direction of the City Representative. Upon the payment thereof in accordance with the Trust Agreement such that the Trust Agreement shall be discharged by its terms, any money remaining which is not otherwise required to be applied to the payment of debt service on the Series 2019 Obligations or to the payment of any other amounts due under the Trust Agreement shall be paid over to the City.

Section 2.6 Prepayment of Purchase Price Generally. The City shall be permitted to prepay all or a part of the Purchase Price to the extent and in the manner permitted by the Trust Agreement. If such prepayment is made in compliance with the terms of the Trust Agreement, the Trustee shall accept such prepayment to the extent required to provide for a permitted prepayment or provision for payment of such Obligations as shall be directed by the City. No other prepayment of the Purchase Price shall be permitted. In the event of prepayment of the Purchase Price in full or provision for the payment thereof in full such that the Trust Agreement shall be discharged by its terms as a result of such prepayment, all amounts then on deposit in the Obligation Fund Account shall be credited toward the amounts then required to be so prepaid.

Upon the payment thereof in accordance with the Trust Agreement such that the Trust Agreement shall be discharged by its terms, any money remaining in the Obligation Fund Account which is not otherwise required to be applied to the payment of debt service on Obligations or to the payment of any other amounts due under the Trust Agreement shall be paid over to the City.

Section 2.7 Effect of Partial Payment or Prepayment. Upon any partial payment or prepayment of the Purchase Price resulting in a prepayment of Obligations, each installment of interest which shall thereafter be payable as a part of the Purchase Price shall be reduced, taking into account the interest rate or rates on the Obligations remaining outstanding after the prepayment of Obligations from the proceeds of such partial payment or prepayment so that the interest remaining payable as a part of the Purchase Price shall be sufficient to pay the interest on such outstanding Obligations when due.

ARTICLE III
SOURCE OF PURCHASE PRICE; RATE COVENANT; PARITY OBLIGATIONS

Section 3.1 Limitation of Source of City Payments.

(a) This Agreement is a limited, special obligation of the City, payable solely and secured as to the payment in accordance with the terms and the provisions hereof.

(b) All payments with respect hereto shall be made only from Net Revenues as hereinafter provided. Nothing, however, shall preclude the City, in the sole and absolute discretion of the Mayor and Council of the City, from paying such amounts from other moneys of the City. Under no circumstances shall amounts paid under this Agreement from such moneys (other than Net Revenues) constitute a pledge thereof, and amounts payable by the City hereunder shall never constitute a general obligation of the City or a pledge of *ad valorem* property taxes by the City.

(c) Net Revenues are hereby pledged by the City to the payment of all amounts due under this Agreement, and the repayment of such amounts shall be secured by a lien on and pledge of Net Revenues on parity with the pledge and lien granted by the City for the payment and security of the Outstanding Parity Obligations and Additional Parity Obligations. The amounts due under this Agreement, the Outstanding Parity Obligations and Additional Parity Obligations shall be equally and ratably secured by said pledge and lien without one having priority over the other. The City intends that this pledge shall be a prior and paramount lien on and a first pledge of Net Revenues as will be sufficient to make all payments on this Agreement, and the City covenants to make the payments under this Agreement from Net Revenues, except to the extent that it chooses to make such payments from other legally available funds at its sole option. In no event shall the City be required to make the payments on this Agreement from any revenues, receipts or sources not derived from Net Revenues.

(d) All Net Revenues shall be immediately subject to such pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as

against all persons having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such persons have notice thereof. Nothing contained in this Section shall be construed as limiting any authority granted elsewhere herein to incur the Outstanding Parity Obligations, this Agreement or Additional Parity Obligations nor be deemed a limitation upon the issuance of bonds, notes or other obligations under any law pertaining to the City secured by moneys, income and funds other than Net Revenues and other moneys and investments pledged hereunder or under the Trust Agreement. After the application of Net Revenues for the purposes herein and in the Trust Agreement, they may be used for any lawful purpose.

Section 3.2 Rate Covenant. The City will establish, maintain and collect user rates, fees and charges from all persons using the System sufficient at all times, after making due and reasonable allowance for contingencies and for a margin of error in the estimates, to carry on the efficient operation, maintenance, repairs and replacement of the System, to produce an amount of Net Revenues in each fiscal year in an amount not less than one hundred twenty percent (120%) of the aggregate of the amounts payable pursuant to the Outstanding Parity Obligations, this Agreement and any Additional Parity Obligations in such fiscal year and to maintain any required reserves and other required fund balances with respect to all such obligations, if any.

Section 3.3 Additional Parity Obligations Generally. Additional Parity Obligations having a lien upon and payable from Net Revenues may be issued or incurred on parity with this Agreement, but only as provided herein and only to provide funds for any purpose relating to the System which is permitted by law, subject to the following conditions:

(a) The City will not, at the time of the issuance or incurrence of such Additional Parity Obligations, be in default under the Outstanding Parity Obligations, this Agreement or Additional Parity Obligations or under any resolution related thereto or providing for the issuance thereof or any related credit or reserve fund credit instrument (including Purchase Events of Default and Trust Agreement Events of Default) and

(b) The annual Net Revenues for the twelve (12) consecutive months ending with the calendar month next preceding the date of the adoption by the Mayor and Council of the City of the ordinance or resolution authorizing the issuance or incurrence and sale of the Additional Parity Obligations, or for the last full fiscal year preceding the adoption of such ordinance or resolution, as shown by an audit certificate of an independent public accountant employed by the City, and which may be adjusted to reflect projected Net Revenues as described below, are equal to at least 120 percent of Maximum Annual Debt Service. Net Revenues for such fiscal year or 12-month period (as shown on such audit certificate) may be adjusted to reflect projected annual Net Revenues on a *pro forma* basis, as stated by the report of an independent engineer or firm of such engineers having a favorable reputation with respect to such matters. In preparing such projection, Net Revenues may be adjusted by such engineer or firm (i) for rate increases for the System service which have been adopted by the Mayor and Council of the City as of the date of issuance or incurrence of such Additional Parity Obligations and which are scheduled to be in effect during all subsequent years in which such debt service or payments are due; (ii) for additional Net Revenues attributable to additions or acquisitions to the System completed subsequent to the commencement of the fiscal year or 12-month period covered by the audit certificate, but prior to the issuance or incurrence of such Additional Parity

Obligations and (iii) for additional Net Revenues attributable to properties or facilities or a utility undertaking to be acquired or added to the System and financed from the proceeds of the Additional Parity Obligations or other sources of funds which are identified by the City at the time of the projections. For purposes hereof, in determining the debt service or other amounts payable in a year with respect to obligations which bear interest at a rate which varies or fluctuates from time to time, interest shall be calculated at a rate which is 125 percent of the greater of (i) the rate per annum which was in effect with respect to such obligations on the last business day of the calendar month preceding the date on which the calculation is to be made or, if no rate was in effect on such date, the rate per annum which was in effect on the date on which the calculation is to be made or (ii) the weighted average rate per annum for the most recent twelve (12) full calendar months or for such lesser period as such obligations have been outstanding.

ARTICLE IV
COVENANTS REGARDING THE SYSTEM, MAINTENANCE, INVESTMENTS AND TAXES

Section 4.1 Maintenance of the System in Good Condition. All maintenance and repair of the Projects and utilities therefor shall be the responsibility of the City. (In exchange for the payment of the amounts due hereunder, the Seller shall provide nothing more than the Projects.) The City shall (a) maintain the System in good and working condition, (b) operate the same in a proper and economical manner and at reasonable cost and (c) faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State.

Section 4.2 Insurance. The City shall maintain insurance on the System (which may take the form of or include an adequately-funded program of self-insurance), for the benefit of the Owner or Owners of the Series 2019 Obligations payable wholly or in part from the Revenues, for the full insurable value of all buildings and machinery and equipment therein, against loss or damage by fire, lightning, tornado or winds, and all other combustible property against loss or damage by fire or lightning, and other coverages and amounts of insurance (including public liability and damage to property of others to the extent deemed prudent by the City), normally carried by others on similar operations. The cost of such insurance may be paid as an Operation and Maintenance Expense. All money received for losses under any such insurance policies, except public liability policies, is hereby pledged by the City as security for the payment of this Agreement until and unless such proceeds are paid out in making good the loss or damage in respect of which such proceeds are received, including repairing the System. Self-insurance may be maintained for the System either separately or in connection with any general self-insurance retention program or other insurance program maintained by the City; provided that (a) any such program has been adopted by the City and (b) an independent insurance or actuarial consultant appointed by the City annually reviews and certifies to the City in writing that any such program is adequate and actuarially sound. All proceeds of any condemnation awards with respect to the System shall be deposited with the Trustee and applied to the *pro rata* payment of the Series 2019 Obligations.

Section 4.3 No Sale; Lease or Encumbrance Exceptions.

(a) The City shall not sell, lease, encumber or in any manner dispose of the System as a whole until all of the Series 2019 Obligations and all interest thereon shall have been paid in full or provision for payment has been made in accordance with the Trust Agreement.

(b) The City may sell, lease or otherwise dispose of any of the property comprising a part of the System if such property is not necessary for the operation of the System, such property is not useful in the operation of the System, such property is not profitable in the operation of the System or the disposition of such property will be advantageous to the System and will not adversely affect the security for the Owners of the Series 2019 Obligations or the payment of the principal or interest components of the Series 2019 Obligations.

(c) The City may sell or otherwise transfer the System as a whole to any political subdivision or agency of one or more political subdivisions of the State to which may be delegated the legal authority to own and operate the System on behalf of the public, and which undertakes in writing, filed with the Management Services Director, the City's obligations hereunder; provided that there shall be first filed with the Management Services Director a Special Counsel's Opinion to the effect that such sale will not cause interest on any of the Series 2019 Obligations to become subject to federal income taxation, such sale will not materially diminish the security of the Owners of the Series 2019 Obligations and the obligations of the City hereunder have been validly assumed by such transferee and are the valid and legally binding obligations of such transferee.

(d) Notwithstanding the above provisions, the City may sell or lease all or any part of the System in connection with the issuance of Additional Parity Obligations to finance additional improvements to the System or refinance the Series 2019 Obligations or Additional Parity Obligations provided that such sale or lease does not permit foreclosure, or other loss by the City, of such portion of the System.

Section 4.4 Books, Records and Accounts. The City shall cause to be kept proper books, records and accounts of the System in accordance with standard accounting practices and procedures customarily used for systems of similar nature.

Section 4.5 Satisfaction of Liens. The City shall, from time to time, duly pay and discharge or cause to be paid and discharged all taxes, assessments and other governmental charges, if any, lawfully imposed upon the System or any part thereof or upon Net Revenues, as well as any lawful claims for labor, materials or supplies which if unpaid might by law become a lien or charge upon the System or the revenues or any part thereof or which might impair the security or payment of the Series 2019 Obligations, except when the City in good faith contests its liability to pay the same.

Section 4.6 Disconnection of Service for Non-Payment; No Free Service.

(a) The City shall diligently enforce payment of all bills for services supplied by the System. If a bill becomes delinquent and remains so for a period to be determined in accordance with City policy from time to time, the City shall discontinue service in accordance

with the laws of the State to any premises the owner or occupant of which shall be so delinquent, and will not recommence such service to such premises until all delinquent charges with penalties shall have been paid in full or provisions for such payment satisfactory to the City shall have been made. The City shall do all things and exercise all remedies reasonably available to assure the prompt payment of charges for all services supplied by the System.

(b) No free service shall be furnished by the System to the City or any department thereof or to any person, firm or corporation, public or private, or to any public agency or instrumentality, except as provided herein. The reasonable cost and value of all service rendered to the City and its various departments by the System shall be charged against the City and will be paid for as the service occurs from the City's current funds. All payments so made shall be considered Operating Revenues and shall be applied in the manner herein provided for the application of the Revenues of the System.

Section 4.7 No Competing System. The City shall not, to the extent permitted by law, grant a franchise or permit for the operation of any competing system in the City.

Section 4.8 Taxes. All taxes of any type or nature charged to the Seller or affecting the Projects or affecting the amount available to the Seller from payments received hereunder for the payment of the Series 2019 Obligations (including charges assessed or levied by any governmental agency, district or corporation having power to levy taxes) shall upon receipt of invoices therefor be paid by the City. Upon written request of the City, the Seller shall take whatever steps are necessary to contest the amount of tax, or to recover any tax paid if the City believes such tax or assessment to be improper or invalid. The City shall reimburse the Seller for any and all costs, including reasonable attorneys' fees and expenses, thus incurred by the Seller.

Section 4.9 No Material Change There has not been any Material Adverse Effect with respect to the City or the System since June 30, 2018.

Section 4.10 Conflicts with Outstanding Parity Obligations To the extent of any conflict between the provisions of this Article and those of the Outstanding Parity Obligations, the provisions of the Outstanding Parity Obligations shall prevail so long as amounts remain unpaid or unprovided for pursuant to the Outstanding Parity Obligations.

ARTICLE V
INDEMNIFICATION

To the extent permitted by law, the City hereby indemnifies and holds the Seller, its directors, officers, agents, attorneys and employees, harmless for, from and against any and all claims, expenses, liens, judgments, liability or loss whatsoever, including reasonable legal fees and expenses, relating to or in any way arising out of (a) this Agreement, the Trust Agreement, financing statements, supplements, amendments or additions thereto or the enforcement of any of the terms thereof; (b) the Series 2019 Obligations; (c) the sale and execution and delivery of the Series 2019 Obligations or the transactions contemplated in any of the aforementioned acts, agreements or documents; or (d) the acquisition, purchase, ownership, lease, possession, rental, use, operation, sale or disposition of the Projects hereunder or in connection herewith (including,

without limitation, expense, liability or loss relating to or in any way arising out of injury to persons, property or the environment, patent or invention rights or strict liability in tort). The right of the Seller to indemnification from the City shall not extend to claims, suits and actions successfully brought against the Seller for, or losses, liabilities or expenses incurred as a result of, the negligence, or willful misconduct of the Seller. To the extent that the City makes or provides for payment to the satisfaction of the Seller under the indemnity provisions hereof, the City shall be subrogated to the rights of the Seller with respect to such event or condition and shall have the right to determine the settlement of claims thereon, it being agreed that, except to the foregoing extent, the Seller shall have the right to determine such settlement. The City shall pay all amounts due hereunder promptly upon notice thereof from the Seller. In case any action, suit or proceeding is brought against the Seller, if any, by reason of any act or condition which requires indemnification by the City hereunder, the Seller shall notify the City promptly of such action, suit or proceeding, and the City may (and shall upon the request of the Seller), at the expense of the City, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended, by counsel designated by the City and approved by the Seller. If the Seller desires to participate in the defense of such action, suit or proceeding through its own counsel, it may do so at its own expense; provided, however, that the fees and expenses of such counsel shall be paid by the City if (i) the employment of such counsel has been authorized by the City or, (ii) the City shall have failed promptly after receiving notice of such action from the Seller to assume the defense of such action and employ counsel reasonably satisfactory to the Seller or (iii) the named parties to any such action (including any impleaded parties) include the Seller and the City, and the Seller shall have been advised by counsel that there may be one or more legal defenses available to such party which are different from or in addition to those available to the City or (iv) the Seller shall have been advised by counsel that there is a conflict on any issue between the Seller and the City. The Seller, its directors, officers, agents, attorneys, and employees, shall not be liable to the City or to any other party whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in connection with the Projects. These indemnity provisions shall survive the satisfaction and expiration of this Agreement and the Trust Agreement and the earlier removal or resignation of the Seller as Trustee.

ARTICLE VI
DEFAULT AND REMEDIES

Section 6.1 Purchase Events of Default. Any one or more of the following events (herein called "*Purchase Events of Default*") shall constitute a default hereunder:

(a) failure by the City to pay, or cause to be paid, when due any payment due pursuant to Section 2.3(ii), (iii) or (iv);

(b) failure by the City to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest with respect to any bonds, notes or other obligations of the City for borrowed money (other than as described in paragraph (a) of this Section), after giving effect to the applicable grace period, the payments of which are secured by Net Revenues;

(c) failure by the City to perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the City by the Seller, provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, it shall not be deemed a Purchase Event of Default so long as the City diligently tries to remedy the same and such failure does not continue for a period of more than 60 days;

(d) the institution of any proceeding, with the acquiescence of the City, for the purpose of effecting a composition between the City and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Net Revenues;

(e) a determination that any material representation made by or on behalf of the City contained in this Agreement, or in any instrument furnished in compliance with or reference to this Agreement, is false or misleading in any material respect; and

(f) the filing of a petition by or against the City under any federal of state bankruptcy or insolvency law or other similar law in effect on the date of this Agreement or thereafter enacted, unless in the case of any such petition filed against the City such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the City becoming insolvent or bankrupt or making an assignment for the benefit of its creditors; or the appointment of a custodial (including, without limitation, a receive, liquidator or trustee of the City or any of its property including the System) by court order, or possession of the City or its property or assets is taken if such order remains in effect or such possession continues for more than thirty (30) days.

Section 6.2 Remedies on Default by City. Whenever a Purchase Event of Default shall have occurred and be continuing, the Seller shall, but only if requested by the Trustee, have the right to take any action permitted or required pursuant to this Agreement and to take whatever other action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due on their scheduled payment dates or to enforce the performance and observance of any duty, covenant, obligation or agreement of the City hereunder, including, without limitation, appointment of a receiver of the System, however, under no circumstances may amounts due hereunder be accelerated. The Seller may assign any or all of its rights and privileges under this Section to the Trustee, and upon furnishing evidence of such assignment to the City, the Trustee may exercise any or all of such rights or privileges as it may deem advisable.

Section 6.3 Default by Seller. The Seller shall in no event be in default in the performance of any of its obligations hereunder unless and until the Seller shall have failed to perform such obligation within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the City to the Seller properly specifying wherein the Seller has failed to perform any such obligation. No default by the Seller shall relieve the City of its obligations to make the various payments herein required, so long as any of the Series 2019 Obligations remain Outstanding; however, the City may exercise any other remedy available at

law or in equity to require the Seller to remedy such default so long as such remedy does not interfere with or endanger the payments required to be made to the Trustee under the Trust Agreement.

ARTICLE VII
MISCELLANEOUS

Section 7.1 Arizona Law to Govern; Entire Agreement.

(a) This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State as the same from time to time exist.

(b) This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or by representation to the other party with respect to the matters covered hereby which is not expressly set forth in this Agreement.

Section 7.2 Federal Tax Covenants.

(a) As provided in further detail in the Tax Certificate, no direction for the making of any investment or other use of the proceeds of any of the Series 2019 Obligations or of the Projects which would cause such Series 2019 Obligations to be "arbitrage bonds" as that term is defined in section 148 of the Code or "private activity bonds" as that term is defined in section 141 of the Code and the requirements of such sections of the Code and the related Regulations shall be complied with throughout the term of the Series 2019 Obligations. Particularly, the City shall be the owner of the Projects for federal income tax purposes. The City shall not enter into (i) any management or service contract with any entity other than a governmental entity for the operation of any portion of the Projects unless the management or service contract complies with the requirements of such authority as may control at the time or (ii) any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Projects. Also, the payment of principal and interest with respect to the Series 2019 Obligations shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Series 2019 Obligations, or amounts treated as proceeds of the Series 2019 Obligations, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds (i) may be so invested for an initial temporary period until needed for the purpose for which the Series 2019 Obligations are being executed and delivered, (ii) may be so used in making investments of a *bona fide* debt service fund or (iii) may be invested in obligations issued by the United States Treasury. In consideration of the purchase and acceptance of the Series 2019 Obligations by the Owners thereof from time to time and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, the City covenants, and the appropriate officials of the City are hereby directed, to take all action required by the Code to preserve such exclusion or to refrain from taking any action prohibited by the Code which would adversely affect in any respect such exclusion.

(b) (i) The City shall take all necessary and desirable steps, as determined by the City Representative, to comply with the requirements hereunder in order to ensure that the interest components of the Series 2019 Obligations is excluded from gross income for federal income tax purposes under the Code; provided, however, compliance with any such requirement shall not be required in the event the City receives a Special Counsel's Opinion addressed to the City and the Trustee that either (A) compliance with such requirement is not required to maintain the exclusion from gross income of interest on the Series 2019 Obligation, or (B) compliance with some other requirement will meet the requirements of the Code relating to such exclusion. In the event the City receives such a Special Counsel's Opinion, this Utility System Purchase Agreement shall be amended to conform to the requirements set forth in such opinion.

(ii) If for any reason any requirement hereunder is not complied with, the City shall take all necessary and desirable steps, as determined by the City Representative, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered and the City shall pay any required interest or penalty under Regulations section 1.148-3(h).

(c) Written procedures have been established for the City to ensure that all nonqualified obligations are remediated according to the requirements under the Code and related Regulations and to monitor the requirements of section 148 of the Code relating to arbitrage, with which the City will comply.

(d) (i) Undefined terms used in this subsection shall have the meanings given to them in the Tax Certificate, the Code and the Regulations.

(ii) Unless an exception to such requirement is available to the satisfaction of the City Representative, within 60 days after the end of each Bond Year, the City shall cause the Rebate Requirement to be calculated and shall pay to the United States of America:

(A) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous rebate payments with respect to the Series 2019 Obligations (determined as of such Computation Date), is equal to at least 90 percent of the sum of the Rebate Requirement (determined as of the last day of such Bond Year) plus the future value of all previous rebate payments with respect to the Series 2019 Obligations (determined as of the last day of such Bond Year) and

(B) not later than 60 days after the retirement of the last Series 2019 Bond, an amount equal to 100 percent of the Rebate Requirement (determined as of the date of retirement of the last Series 2019 Obligation).

Each payment required to be made under this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date such payment is due, and shall be accompanied by IRS Form 8038-T.

(iii) No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(iv) For purposes of subsection (iii), whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(A) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing buyer would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(B) Except as provided in Subsection (v) or (vi), a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(C) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

(v) The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(A) the yield on reasonably comparable direct obligations of the United States and

(B) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(vi) A guaranteed investment contract shall be considered acquired and disposed of for an amount equal to its fair market value if:

(A) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City or any other person (whether or not in connection with the Series 2019 Obligations), and that the bid is not being submitted solely as a

courtesy to the City or any other person for purposes of satisfying the requirements in the Regulations that the City receive bids from at least one reasonably competitive provider and at least three providers that do not have a material financial interest in the Series 2019 Obligations.

(B) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(C) At least three reasonably competitive providers (i.e. having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Series 2019 Obligations (e.g., a lead underwriter within 15 days of the issue date of the Series 2019 Obligations or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If the City uses an agent to conduct the bidding, the agent may not bid.

(D) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(E) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(F) The terms for the guaranteed investment contract are commercially reasonable (i.e. have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(G) The provider of the investment contract certifies the administrative costs (as defined in Regulations section 1.148-5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(H) The City retains until three years after the last Outstanding Series 2019 Obligation is retired, (A) a copy of the guaranteed investment contract, (B) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by the City and a copy of the provider's certification described in (G) above, (C) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (D) the bid solicitation form and, if the terms of the guaranteed investment contract deviates from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

(vii) Such experts and consultants shall be employed to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with section 148(f) of the Code with respect to the Series 2019 Obligations.

Section 7.3 Assignment and Pledge of Seller's Interest in Utility System Purchase Agreement. The Seller assigns, mortgages, hypothecates and pledges to the Trustee all and every part of the right, privilege and interest of the Seller in this Agreement. The City consents to such assignment, mortgage hypothecation and pledge.

Section 7.4 Recordation and Filing of Instruments. The City shall prepare all documents of every kind and description, make all filings and recordings and shall deliver all Opinions of Counsel to the Seller and to the Trustee required under any provision of the Trust Agreement.

Section 7.5 Right of Seller and Trustee to Perform City's Obligations Hereunder. In the event that the City should fail for any reason to make any payment or perform any obligation hereunder, and such failure shall continue for a period of 30 days after written notice has been given to the City by the Seller or the Trustee specifying such failure and requesting that it be remedied, the Seller or the Trustee on its behalf, may but shall not be required to make any such payment or to perform any such duty. The amount of such payment and all expenses reasonably incurred by the Seller and the Trustee in making such payment and performing such duty shall be additional items payable hereunder and shall be paid by the City immediately upon invoices by the Seller or the Trustee with interest at the Default Rate from the date said payment was due or expenses incurred to the date of payment by the City.

Section 7.6 Notices; Mailing Addresses. All notices, consents or other communications required or permitted hereunder shall be deemed sufficient if given in writing addressed and mailed by registered or certified mail, delivered, or transmitted by telecopy, telex or other electronic transmission that produces written evidence of its delivery, to the party for which the same is intended, as follows:

To the Seller:	Zions Bancorporation, National Association 6001 North 24th Street, Building B Phoenix, Arizona 85016 Attention: Corporate Trust Services
To the City:	City of Flagstaff, Arizona 211 West Aspen Avenue Flagstaff, Arizona 86001 Attention: Management Services Director
To the Trustee:	Zions Bancorporation, National Association 6001 North 24th Street, Building B Phoenix, Arizona 85016 Attention: Corporate Trust Services

or to such other address as such party may hereafter designate by notice in writing addressed and mailed or delivered to the other party hereto.

Section 7.7 Amendments Hereto. This Agreement may only be amended with the express written consent of the Trustee and in accordance with the provisions of the Trust Agreement.

Section 7.8 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 7.9 Counterparts. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one Agreement, and it is also understood and agreed that separate counterparts of this Agreement may separately be executed by the Seller and the City, all with the same full force and effect as though the same counterpart had been executed by both the Seller and the City.

Section 7.10 Assignment by City. Neither this Agreement nor any interest of the City herein may at any time after the date hereof be mortgaged, pledged, assigned or transferred by the City by voluntary act or by operation of law or otherwise. The City shall at all times remain liable for the performance of all of the covenants and conditions on its part to be performed, notwithstanding any such action.

Section 7.11 Certain Statutory Notices.

(a) To the extent applicable by provision of law, the Seller acknowledges that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein and which provides that the City may within three (3) years after its execution cancel any contract (including this Agreement) without penalty or further obligation made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, the Seller shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the E-verify requirements under Section 23-214(A), Arizona Revised Statutes. The breach by the Seller of the foregoing shall be deemed a material breach of this Agreement and may result in the termination of the services of the Seller by the City. The City retains the legal right to randomly inspect the papers and records of the Seller to ensure that the Seller is complying with the above-mentioned warranty. The Seller shall keep such papers and records open for random inspection during normal business hours by the Seller. The Seller

shall cooperate with the random inspections by the City including granting the City entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential. The City shall preserve the confidentiality of any information, records or papers the City views, accesses or otherwise obtains during any and every such random inspection, including, without limitation, such information.

(c) Pursuant to Section 35-393 et. seq., Arizona Revised Statutes, the Seller hereby certifies it is not currently engaged in, and for the duration of this Agreement shall not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in Section 35-393, Arizona Revised Statutes. If the City determines that the Seller's certification above is false or that it has breached such agreement, the City may impose remedies as provided by law.

Section 7.12 Holidays. When any action is provided herein to be done on a day named or within a time period named, and the day or the last day of the period falls on a day other than a Business Day, it may be performed on the next ensuing Business Day with effect as though performed on the appointed day or within the specified period.

[Signature page follows.]

IN WITNESS WHEREOF, the City and the Seller have executed this Agreement as of the day of and year first above written.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as the Seller

By.....

Print Name:.....

Title:.....

THE CITY OF FLAGSTAFF, ARIZONA, as purchaser

By.....
Mayor

ATTEST:

.....
Clerk

SERIES 2019 UTILITY SYSTEM REVENUE TRUST AGREEMENT

by and between

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee

and

THE CITY OF FLAGSTAFF, ARIZONA,
as Purchaser

Dated as of June 1, 2019

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EXHIBIT – Form of Series 2019 Obligation

SERIES 2019 UTILITY SYSTEM REVENUE TRUST AGREEMENT

THIS SERIES 2019 UTILITY SYSTEM REVENUE TRUST AGREEMENT, dated as of June 1, 2019 (this "*Agreement*"), by and between THE CITY OF FLAGSTAFF, ARIZONA, a municipal corporation of the State of Arizona (the "*City*"), and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association, authorized to exercise trust powers in the State of Arizona, as trustee, and any successor to its duties hereunder (the "*Trustee*"),

W I T N E S S E T H:

WHEREAS, the Seller (as such term and all terms not defined hereinabove are hereinafter defined) and the City, as purchaser, have entered into the Utility System Purchase Agreement in connection with the execution and delivery of the Series 2019 Obligations and to provide the deposits to the Improvements Fund and the Delivery Costs Fund; and

WHEREAS, for the purpose of obtaining the moneys to provide such deposits, rights pursuant to the Utility System Purchase Agreement have been assigned and transferred to the Trustee for purposes hereof, and in consideration of such assignment and the execution hereof, the Trustee has executed and delivered the Series 2019 Obligations, each evidencing a proportionate interest in certain rights pursuant to the Utility System Purchase Agreement, including the payment of the Purchase Price;

GRANTING CLAUSES

NOW, THEREFORE, in order to secure all of the Series 2019 Obligations executed and delivered pursuant hereto, the payment of principal thereof and interest thereon, the rights of the Owner of the Series 2019 Obligations and the performance and observance of the covenants and conditions contained herein and in the Series 2019 Obligations and the Utility System Purchase Agreement, the City absolutely and irrevocably pledges and assigns to the Trustee, and the Trustee shall receive and hold as security for the Owner of the Series 2019 Obligations and there shall be granted a security interest in and released, assigned, transferred, pledged, mortgaged, granted and conveyed unto the Trustee or any successor to its duties hereunder, the following described property:

A. All rights and interests in, under and pursuant to the Utility System Purchase Agreement of the Seller as assigned, mortgaged, hypothecated and pledged pursuant to the Utility System Purchase Agreement, provided that the assignment made by this clause shall not include any right to limitation of liability, indemnification of liability, payment or reimbursement of fees, costs or expenses or to give consents or approvals thereunder,

B. Amounts on deposit from time to time in the funds and accounts created pursuant hereto subject to the provisions of this Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein, and

C. Any and all other real or personal property of any kind from time to time hereafter by delivery or by writing of any kind specifically conveyed, pledged, assigned or transferred, as and for additional security hereunder for the Series 2019 Obligations by the City or by anyone on its behalf or with its written consent, in favor of the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof,

TO HAVE AND TO HOLD, all said properties assigned, mortgaged, hypothecated and pledged and conveyed by the Seller, including all additional property which by the terms hereof has or may become subject to the encumbrance hereof, unto the Trustee and its successors in trust and its assigns forever, subject, however, to the rights reserved hereunder,

IN TRUST, nevertheless, for the benefit and security of the Owners from time to time of the Series 2019 Obligations executed and delivered hereunder, without preference, priority or distinction as to lien or otherwise of any of the Series 2019 Obligations over any other or others of the Series 2019 Obligations; and conditioned, however, that if all liabilities, obligations and sums at any time secured hereby shall be well and truly paid, or caused to be paid fully and promptly when due, and all of the covenants, warranties and agreements contained herein shall promptly, faithfully and strictly be kept, performed and observed, then and in such event, this Agreement shall be and become void and of no further force and effect; otherwise, the same shall remain in full force and effect, and upon the trust and subject to the covenants and conditions hereafter set forth.

For such purposes, the City and the Trustee hereby agree as follows:

ARTICLE I
DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.1 Definitions. In addition to the terms defined in the first paragraph hereof and in the Recitals hereto and, unless the context otherwise requires, the following words and phrases shall have the following meanings:

"*Additional Parity Obligations*" means any additional obligations having a lien payable from Net Revenues on a parity with the Outstanding Parity Obligations and the Utility System Purchase Agreement which may hereafter be issued or incurred by the City (or any financing conduit acting on behalf of the City) in compliance with the terms of the Utility System Purchase Agreement.

"Authorized Officers" means officers authorized to provide Instructions; provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with such authority to provide such Instructions and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City, whenever a person is to be added or deleted from the listing.

"*Bank*" means _____.

"*Bond Year*" means each one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issue of the Series 2019 Obligations and shall end on the date selected by the City, provided that the first Bond Year shall not exceed one calendar year. The last Bond Year shall end on the date of retirement of the Series 2019 Obligations.

"*Bond Yield*" is as indicated in the Tax Certificate and means the discount rate that produces a present value equal to the Issue Price of all unconditionally payable payments of principal, interest and fees for qualified guarantees within the meaning of Regulations section 1.148-4(f) and amounts reasonably expected to be paid as fees for qualified guarantees in connection with the Series 2019 Obligations as determined under Regulations section 1.148-4(b). The present value of all such payments shall be computed as of the date of issue of the Series 2019 Obligations and using semiannual compounding on the basis of a 360-day year. Bond Yield shall be recomputed if required by Regulations section 1.148-4(b)(4) or 4(h)(3).

"*Business Day*" means a day on which banks located in the City of Phoenix, Arizona, and in the city or cities in which the corporate trust office of the Trustee and the Paying Agent are not required or authorized by law or executive order to remain closed.

"*City Representative*" means the Management Services Director or any other person at any time designated to act on behalf of the City by written certificate furnished to the Trustee containing the specimen signature of such person and signed by the City Manager or his or her designee. Such certificate may designate one or more alternates.

"*Closing Date*" means June __, 2019.

"*Code*" means the Internal Revenue Code of 1986, as amended, and any successor provisions thereto.

"*Defeasance Obligations*" means any of the following: (1) cash, (2) non-callable direct obligations of the United States of America ("*Treasuries*"), (3) evidences of ownership of proportionate interest in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, or any combination thereof.

"*Delivery Costs*" mean costs and expenses relating to the sale, credit enhancement and execution and delivery of the Series 2019 Obligations, including, but not limited to "out of pocket" expenses and charges, fees and disbursements of counsel, printing expenses and other expenses reasonably incurred by the City and the Trustee in connection with this Agreement and the Utility System Purchase Agreement.

"*Delivery Costs Fund*" means the fund of that name created pursuant to Section 5.1.

"*Depository Trustee*" means any financial institution meeting the requirements as a successor Trustee under Section 8.6 which may be designated by the City.

"*Electronic Means*" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

"*Governmental Authority*" means the government of the United States of America or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

"*Gross Proceeds*" means:

(i) any amounts actually or constructively received by the City from the sale of the Series 2019 Obligations;

(ii) transferred proceeds of the Series 2019 Obligations under Regulations section 1.148-9;

(iii) any amounts actually or constructively received from investing amounts described in (i), (ii) or this (iii) and

(iv) replacement proceeds of the Series 2019 Obligations within the meaning of Regulations section 1.148-1(c). Replacement proceeds include amounts reasonably expected to be used directly or indirectly to pay debt service on the Series 2019 Obligations, pledged amounts where there is reasonable assurance that such amounts will be available to pay principal or interest on the Series 2019 Obligations in the event the City encounters financial difficulties and other replacement proceeds within the meaning of Regulations section 1.148-1(c)(4). Whether an amount is Gross Proceeds is determined without regard to whether the amount is held in any fund or account established under the Trust Agreement.

"*Instructions*" mean instructions, including funds transfer instructions, delivered using Electronic Means.

"*Interest Account*" means the account of the Obligation Fund of that name created pursuant to Section 5.1.

"*Investment Property*" means any security, obligation (other than a tax-exempt bond within the meaning of Code section 148(b)(3)(A)), annuity contract or investment-type property within the meaning of Regulations section 1.148-1(b).

"*Issue Price*" is as indicated in the Tax Certificate as provided in Regulations section 1.148-1(b).

"*Material Adverse Effect*" means an event or occurrence which adversely affects in a material manner (a) the City or the System or the other assets, liabilities, condition (financial or otherwise), business, facilities or operations of the City or the System, (b) the ability of the City to carry out its business in the manner conducted as of the date of this Agreement or to meet or perform its obligations under this Agreement on a timely basis, (c) the validity or enforceability of this Agreement or the Purchase Agreement, or (d) the exclusion of the interest portion of the payments under the Purchase Agreement from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes.

"*Material Litigation*" means any action, suit, proceeding, inquiry or investigation against the City or the System or with respect to the City or the System in any court or before any arbitrator of any kind or before or by any Governmental Authority, (i) if determined adversely to the City or the System, could have a Material Adverse Effect, (ii) seek to restrain or enjoin any of the transactions contemplated by this Agreement, or (iii) may adversely affect (A) the exclusion of the interest portion of the payments under the Purchase Agreement from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes or (B) the ability of the City to perform its obligations under this Agreement.

"*Maximum Annual Debt Service*" means the greatest aggregate fiscal year's debt service or payments due with respect to all of the Outstanding Parity Obligations and the Utility System Purchase Agreement then outstanding and on the Additional Parity Obligations to be issued or incurred.

"Moody's" mean Moody's Investors Service, Inc.

"*Net Revenues*" means Revenues remaining after deducting therefrom the amount necessary to pay the Operation and Maintenance Expenses.

"*Nonpurpose Investment*" means any Investment Property acquired with Gross Proceeds, and which is not acquired to carry out the governmental purposes of the Series 2019 Obligations.

"*Obligation Fund*" means the fund of that name created pursuant to Section 5.1.

"*Obligation Payment Date*" means January 1 and July 1, commencing January 1, 2020.

"*Operation and Maintenance Expenses*" means all costs reasonably incurred in connection with the operation, use and maintenance of the System, including repairs and renewals (other than capital improvements and acquisition of water and sewer properties) necessary to keep the System in efficient and economical operating condition, including the payment of premiums for insurance required with respect to the System and generally all expenses, exclusive of depreciation, which under sound accounting practice are properly chargeable to, and reasonable and necessary to, the efficient and operation of the System.

"*Opinion of Counsel*" means a written opinion of an attorney or firm of attorneys who (except as otherwise expressly provided herein or in the Utility System Purchase Agreement)

may be counsel for the City or the Trustee, provided that such attorney or firm of attorneys may not be an employee of the Trustee and, while the Bank is the Owner of the Obligations, must be approved by the Bank, which approval shall not be withheld unreasonably.

"*Outstanding Parity Obligations*" means: the Loan Agreement, dated June 29, 2007, between the City and WIFA; the Loan Agreement, dated October 9, 2008, between the City and WIFA; the Loan Agreement-Red Gap Ranch, dated July 24, 2009, between the City and WIFA; the Loan Agreement-Sinagua Well, dated July 24, 2009, between the City and WIFA; the Loan Agreement-Red Gap Ranch II, dated October 2, 2009, between the City and WIFA; the Loan Agreement-Fort Tuthill Well, dated October 2, 2009, between the City and WIFA; and the Series 2017 Utility System Revenue Purchase Agreement, dated as of August 1, 2017, between the City and The Bank of New York Mellon Trust Company, N.A.

"*Owner*" or "*owner*" means the registered owner of the Series 2019 Obligation and initially means the Bank.

"*Payment*" means any payment within the meaning of Regulations section 1.148-3(d)(1) with respect to a Nonpurpose Investment.

"*Permitted Investments*" means any investment permitted by applicable law which shall include the following:

A. Direct obligations of, and obligations fully and unconditionally guaranteed as to timely payment by, the United States government and any agency, instrumentality, or establishment of the United States government.

B. Commercial paper having, at the time of investment or contractual commitment to invest therein, a rating from Moody's and S&P, of A1 and P1, respectively.

C. Repurchase and reverse repurchase agreements collateralized with obligations described in subparagraph (A), including those of the Trustee or any of its affiliates.

D. Investment in money market mutual funds having a rating in the highest investment category granted thereby from S&P or Moody's, including those for which the Trustee or an affiliate receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise.

E. Bank deposit products, demand deposits, including interest bearing money market accounts, time deposits, trust funds, trust accounts, overnight bank deposits, interest-bearing deposits, and certificates of deposit, including those placed by a third party pursuant to an agreement between the Trustee and the City, or bankers acceptances of depository institutions, including the Trustee or any of its affiliates, which are fully FDIC-insured.

"*Person*" shall include an individual, association, unincorporated organization, corporation, partnership, joint venture, or government or agency or political subdivision thereof.

"*Principal Account*" means the account of the Obligation Fund of that name created pursuant to Section 5.1.

"*Projects*" means various capital improvement projects for the System. Water capital projects include, but are not limited to: Water Services Building Purchase and Remodel, Switzer Canyon Waterline Replacement Phase 3, Interstate 40 Country Club Water Transmission Line, Fountain Street Waterline Replacement, and Design/Replacement of Aging Water Infrastructure. Wastewater capital projects include, but are not limited to: Wildcat Gas Conveyance System Improvements, Westside Interceptor Improvements, Rio Plant UV System Replacement, Biosolids Master Plan, Wildcat Digester #3, and Design/Replacement of Aging Wastewater Infrastructure.

"*Purchase Event of Default*" means one of the events defined as such in Section 6.1 of the Utility System Purchase Agreement.

"*Purchase Price*" means the sum of the payments required to be paid pursuant to Section 2.3(ii) and (iii) of the Utility System Purchase Agreement.

"*Rebate Requirement*" means at any time the excess of the future value of all Receipts over the future value of all Payments. For purposes of calculating the Rebate Requirement the Bond Yield shall be used to determine the future value of Receipts and Payments in accordance with Regulations section 1.148-3(c). The Rebate Requirement is zero for any Nonpurpose Investment meeting the requirements of a rebate exception under section 148(f)(4) of the Code or Regulations section 1.148-7.

"*Receipt*" means any receipt within the meaning of Regulations section 1.148-3(d)(2) with respect to a Nonpurpose Investment.

"*Record Date*" means (i) with respect to any Obligation Payment Date occurring on the first calendar day of any month, the fifteenth day of the calendar month next preceding that Obligation Payment Date (regardless of whether such fifteenth day is a Business Day) or (ii) such other date as may be designated pursuant to Section 2.2(c).

"*Regulations*" means the sections 1.148-1 through 1.148-11 and section 1.150-1 of the regulations of the United States Department of the Treasury promulgated under the Code, including and any amendments thereto or successor regulations.

"*Revenues*" means and includes all gross income and revenues of any kind howsoever derived from the sales and services of the System, including all rates, fees and charges and all gross revenues of all improvements, additions and extensions to the System hereafter constructed or acquired, as determined in accordance with generally accepted accounting principles, together with any interest earned thereon.

"S&P" mean Standard & Poor's Financial Services LLC.

"*Seller*" means the Trustee in its capacity as seller under the Utility System Purchase Agreement.

"*Series 2019 Obligations*" means the Utility System Revenue Obligations, Series 2019 executed and delivered pursuant hereto.

"*Special Counsel*" means an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

"*Special Counsel's Opinion*" means an opinion signed by Special Counsel.

"*State*" means the State of Arizona.

"*System*" means and includes all of the properties and facilities of the complete water and sewer systems of the City, whether lying within or without the boundaries of the City, as now existing and as they may hereafter be improved or extended, all improvements, additions and extensions thereto or replacements thereof hereafter constructed or acquired by purchase, contract or otherwise and all contracts, rights, agreements, leases and franchises of every nature owned by the City and used or useful or held for use in the operation of said plant and system or any part or portion thereof.

"*Tax Certificate*" means the Certificate Relating To Federal Tax Matters delivered by the City in connection with the original delivery of the Series 2019 Obligations.

"*Trust Agreement Event of Default*" means any one of those events set forth in Section 7.1.

"*Utility System Purchase Agreement*" means the Series 2019 Utility System Revenue Purchase Agreement, dated as of June 1, 2019, by and between the City and the Seller.

"*WIFA*" means the Water Infrastructure Finance Authority of Arizona.

Section 1.2 Interpretation.

(a) Any reference herein to the Board or any officer of the City shall include those succeeding to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

(b) Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender.

(c) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof. References to "Articles" and "Sections" are to those in this Agreement.

Section 1.3. Series 2019 Obligations Not General Obligations of the City. The Series 2019 Obligations shall be payable solely out of the revenues and other security pledged

hereby and shall not constitute an indebtedness or general obligation of the City within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or be a charge against the City's general credit or a charge against the general credit or the taxing powers of the State or any political subdivision thereof.

ARTICLE II
AUTHORIZATION AND TERMS OF SERIES 2019 OBLIGATIONS

Section 2.1 Authorization of Series 2019 Obligations. The Trustee is hereby authorized and directed, upon receipt of a request in writing from the City Representative, to prepare, execute and deliver the Series 2019 Obligation to the original purchaser thereof. In no event shall the Series 2019 Obligations be deemed a debt or liability of the Trustee.

Section 2.2 Form, Date and Payment Terms of Series 2019 Obligations.

(a) The Series 2019 Obligations shall be in the original principal amount of $____,000, and mature on July 1, 20__, be dated the date of their initial execution and delivery, be delivered in the form of a single physically certificated, fully registered Series 2019 Obligation, and bear interest from the most recent Obligation Payment Date to which interest has been paid or for which due provision has been made or, if no interest has been paid, from the date of their initial execution and delivery. The proportionate share of the portion of each installment of the Purchase Price designated as interest with respect to any Series 2019 Obligation shall be computed by multiplying the remaining unpaid principal with respect to the Series 2019 Obligations (whether paid as a result of mandatory prepayment or maturity) by _____ percent (on the basis of a 360-day year of twelve 30-day months); except that the first installment shall be for interest from the date of initial execution and delivery to January 1, 2020.

(b) The Series 2019 Obligations shall be executed and delivered only in fully registered form and shall be numbered or otherwise designated in a manner specified by the Trustee so as to distinguish each Series 2019 Obligation from every other Series 2019 Obligation.

(c) Interest on the Series 2019 Obligations shall be payable when due to the Owner in whose name the Series 2019 Obligation is registered at the close of business on the Record Date with respect to each Obligation Payment Date, irrespective of any transfer or exchange of such Series 2019 Obligation subsequent to such Record Date and prior to such Obligation Payment Date, unless there is a default in the payment of interest due on such Obligation Payment Date. In the event of any such default, such defaulted interest shall be payable to the Owner in whose name such Series 2019 Obligation is registered at the close of business on a special Record Date for the payment of such defaulted interest established by notice mailed by the Trustee to the Owner of the Series 2019 Obligations not less than 15 days preceding such special Record Date. Such notice shall be mailed to the Owner in whose name the Series 2019 Obligation is registered at the close of business on the fifth day preceding the date of mailing. If the Trustee registers the transfer of any Series 2019 Obligation subsequent to the mailing of such notice and on or before the special Record Date, any such notice of payment of defaulted interest shall be binding upon the transferee and a copy of the notice of payment of defaulted interest shall

be delivered by the Trustee to the transferee along with the Series 2019 Obligation or Series 2019 Obligations.

(d) Principal of and interest on the Series 2019 Obligations shall be payable in any coin or currency of the United States of America which, on the related Obligation Payment Dates, is legal tender for the payment of public and private debts. Payment of principal of and interest on the Series 2019 Obligations (except that due on July 1, 20__) shall be made by wire transfer of immediately available funds to an account located in a bank within the United States pursuant to wire transfer directions issued by the then Owner of the Series 2019 Obligations. Payment of principal of and interest on the Series 2019 Obligations due on July 1, 20__, shall be paid upon physical delivery and surrender of the Series 2019 Obligations to the Trustee on such date. Notwithstanding the foregoing, for the period while the Bank is the Owner of the Obligations, amounts shall be wired to the following:

Name of Bank: _____
ABA Number: _____
Account Number: _____
Customer Name: _____

Section 2.3 Mutilated, Destroyed, Lost and Stolen Series 2019 Obligations. If (a) any mutilated Series 2019 Obligation is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Series 2019 Obligation, and (b) there is delivered to the Trustee such security or indemnity as the Trustee may require to hold the Trustee harmless, then, in the absence of notice to the Trustee that such Series 2019 Obligation has been acquired by a *bona fide* purchaser and upon the Owner paying the reasonable expenses of the Trustee and of any security or indemnity obligation required by the Trustee, the Trustee shall execute and deliver, in exchange for such mutilated Series 2019 Obligation or in lieu of such destroyed, lost or stolen Series 2019 Obligation, a new Series 2019 Obligation of remaining payable principal amount and like tenor. If any such mutilated, destroyed, lost or stolen Series 2019 Obligation has become, or will on or before the next Obligation Payment Date become, due and payable, the Trustee may, in its discretion, pay such Series 2019 Obligation when due instead of delivering a new Series 2019 Obligation.

Section 2.4 Execution of Series 2019 Obligations. All Series 2019 Obligations shall be executed by and in the name of the Trustee by manual signature of an authorized representative of the Trustee. If any authorized representative of the Trustee whose signature appears on any Series 2019 Obligation ceases to be such authorized representative before the date of initial execution and delivery of the Series 2019 Obligations, such signature shall nevertheless be as effective as if the authorized representative had remained in office through such date. Any Series 2019 Obligation may be executed on behalf of the Trustee by such person as at the actual date of the execution of such Series 2019 Obligation shall be the proper officer of the Trustee, although at the nominal date of such Series 2019 Obligation such person shall not have been such officer of the Trustee.

Section 2.5 Registration and Transfer of Series 2019 Obligations.

(a) All Series 2019 Obligations executed and delivered hereunder shall be negotiable, subject to the provisions for registration and transfer thereof contained herein or in the Series 2019 Obligations.

(b) The Trustee shall maintain at its offices books for the registration and transfer of Series 2019 Obligations and shall provide for the registration and transfer of any Series 2019 Obligation under such reasonable regulations as the Trustee may prescribe. The Trustee shall act as registrar for purposes of exchanging and registering Series 2019 Obligations in accordance with the provisions hereof.

(c) Each Series 2019 Obligation shall be transferable only in whole and not in part upon the registration books maintained by the Trustee, by the Owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Owner or his duly authorized attorney. Upon surrender for transfer of any Series 2019 Obligation, the Trustee shall execute and deliver, in the name of the transferee, a new Series 2019 Obligation, of the principal amount remaining payable at maturity as the surrendered Series 2019 Obligation.

(d) All Series 2019 Obligations surrendered in any transfer of Series 2019 Obligations shall forthwith be cancelled by the Trustee.

(e) In connection with any such transfer of Series 2019 Obligations the Owner requesting such transfer shall as a condition precedent to the exercise of the privilege of making such transfer remit to the Trustee an amount sufficient to pay any tax or other governmental charge required to be paid with respect to such transfer.

Section 2.6 Persons Deemed Owners. The Person in whose name any Series 2019 Obligation shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal of and interest on any Series 2019 Obligation shall be made only to or upon the written order of the registered Owner thereof. Such payment shall be valid and effectual to satisfy and discharge the liability upon such Series 2019 Obligation to the extent of the amount so paid.

ARTICLE III
PREPAYMENT OF SERIES 2019 OBLIGATIONS

Section 3.1 Prepayment Provisions.

(a) Principal of the Series 2013 Obligations is subject to prepayment from prepayments made by the City pursuant to Section 2.6 of the Purchase Agreement, in whole or in part on any date at a price equal to the principal amount thereof to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

(b) Principal of the Series 2019 Obligations shall be prepaid on July 1 of the years indicated and in the amounts indicated at a price equal to the amount thereof plus interest accrued to the date of prepayment, but without premium, with a final maturity amount of $____,000 payable in 20__:

Year Prepaid	Principal Amount Prepaid

Section 3.2 Selection of Obligation for Prepayment. The City shall, at least forty-five (45) days prior to any optional prepayment date, notify the Trustee of such prepayment date and the amount to be prepaid on such date.

Section 3.3 Notice of Prepayment; Effect.

(a) The Trustee shall cause notice of any optional prepayment hereunder to be transmitted electronically to the Owner of the Series 2013 Obligations to be prepaid at the address appearing in the register kept for such purpose. Each such notice shall be sent no more than 60 nor less than 30 calendar days prior to the prepayment date.

(b) If at the time of the giving of notice of the optional prepayment of principal of the Series 2013 Obligations, there has not been deposited with the Trustee moneys or Defeasance Obligations sufficient to prepay the Series 2019 Obligations and the requirements of (d) below are not satisfied, then such notice shall state that the prepayment is conditional upon the deposit of moneys or Defeasance Obligations sufficient for the prepayment with the Trustee and satisfaction of such requirements not later than the opening of business on the prepayment date, and such notice will be of no effect and such Obligations shall not be prepaid unless such moneys or Defeasance Obligations are so deposited and such requirements in (d) below are met.

(c) Notice having been provided in the manner provided in (b) above, the Series 2013 Obligations shall become due and payable on the prepayment date and shall be paid at the prepayment price, plus interest accrued to the prepayment date.

(d) If the money or Defeasance Obligations for the prepayment of all of the Series 2013 Obligations, together with interest accrued thereon to the prepayment date, is held by the Trustee on the prepayment date, so as to be available therefor on that date, then from and after the prepayment date such principal thereof to be prepaid shall cease to bear interest, and, the Series 2013 Obligations no longer shall be considered to be outstanding hereunder. If those

moneys shall not be so available on the prepayment date, such principal shall continue to bear interest, until paid, at the same rate as they would have borne otherwise.

ARTICLE IV
FORM OF SERIES 2019 OBLIGATIONS

The Series 2019 Obligations shall be substantially in the form set forth in the *Exhibit* hereto with such omissions, insertions and variations as are consistent with the provisions hereof.

ARTICLE V
REVENUES AND FUNDS

Section 5.1 Creation of Funds and Accounts. The Trustee shall create (a) the Obligation Fund, which shall contain the following accounts: (i) the Interest Account and (ii) the Principal Account, and (b) the Delivery Costs Fund. Such fund and accounts shall be held in trust for the benefit of the Owner.

Section 5.2 Application of Series 2019 Obligation Proceeds. The Trustee shall receive $____,000.00, being the proceeds of the sale of the Series 2019 Obligations. The Trustee shall (a) deposit such proceeds in an amount equal to $_____ to the Delivery Costs Fund and (b) transfer the balance of such proceeds to the City for deposit to the Improvements Fund.

Section 5.3 Flow of Funds Into the Obligation Fund. The following payments to the Trustee shall be applied in the following manner:

(i) The Trustee shall deposit to the Interest Account amounts paid pursuant to Section 2.3(ii) of the Utility System Purchase Agreement.

(ii) The Trustee shall deposit to the Principal Account amounts paid pursuant to Section 2.3(iii) of the Utility System Purchase Agreement.

Section 5.4 Flow of Funds Out of the Obligation Fund. Amounts in the following accounts shall be applied in the following manner:

(i) Amounts in the Interest Account shall be used to pay the portion of each installment of the Purchase Price designated as interest represented by the Series 2019 Obligations as it becomes due.

(ii) Amounts in the Principal Account shall be used to pay the principal (whether because of maturity or mandatory prepayment) represented by the Series 2019 Obligations as scheduled.

Section 5.5 Investment of Moneys Held by Trustee.

(a) Moneys in all funds and accounts held by the Trustee shall be invested by the Trustee, as soon as possible upon receipt of immediately available funds at its designated corporate trust office, to the fullest amount possible in Permitted Investments as directed, in writing, by the City Representative; provided that the maturity date or the date on which such Permitted Investments may be redeemed at the option of the owner thereof shall coincide as nearly as practicable with (but in no event shall be later than) the date or dates on which moneys in the funds or accounts for which the investments were made will be required for the purposes thereof. In the event no investment direction is given to the Trustee by the City, then the Trustee shall hold such moneys uninvested.

(b) Amounts credited to a fund or account may be invested, together with amounts credited to one or more other funds or accounts, in the same Permitted Investment, provided that (i) each such investment complies in all respects with the provisions of subsection (a) of this Section as they apply to each fund or account for which the joint investment is made and (ii) the Trustee maintains separate records for each fund and account and such investments are accurately reflected therein.

(c) The Trustee may make any investment permitted by this Section, through or with its own commercial banking or investment departments unless otherwise directed by the City Representative.

(d) The Trustee shall sell at the best price obtainable, or present for redemption, any Permitted Investment purchased by it as an investment whenever it shall be necessary in order to provide moneys to meet any payment or transfer from the fund or account for which such investment was made.

(e) (i) The City shall not knowingly make any investment at a *"yield"* in excess of the maximum yield, if any, stated with respect to the source of moneys therefor in any arbitrage or other similar certificate executed and delivered pursuant to section 148 of the Code or any successor section of the Code, issued in connection with the execution and delivery of the Series 2019 Obligations except during any *"temporary period"* stated in any arbitrage or other certificate, and the City shall make and keep appropriate records of such investments, yields and temporary periods as required by section 148 of the Code or any successor section thereof. Notwithstanding the foregoing, investments may be made at a higher *"yield"* or for a different *"temporary period"* or both in accordance with written instructions of Special Counsel filed with and addressed to the Trustee, accompanied by the written investment direction of the City.

(ii) The City shall not knowingly use or direct or permit the use of any moneys of the City in its possession or control in any manner which would cause any Series 2019 Obligation to be an *"arbitrage bond"* within the meaning ascribed to such term in section 148 of the Code, or any successor section of the Code. The City shall comply with and take all actions required by any arbitrage or similar certificate and will continue to do so notwithstanding any satisfaction or discharge of this Agreement.

Section 5.6 Liability of Trustee for Investments. The Trustee shall not be liable for any loss resulting from the making of any investment made in accordance with the provisions hereof except for its own negligence and willful misconduct. The Trustee may rely on the investment directions of the City as to both the suitability and legality of the directed investments. The City acknowledges that regulations of the Comptroller of the Currency grant the City the right to receive brokerage confirmations of the security transactions as they occur, at no additional cost. To the extent permitted by law, the City specifically waives compliance with 12 C.F.R. 12 and hereby notifies the Trustee that no brokerage confirmations need be sent relating to the security transactions as they occur.

Section 5.7 Investment Income. Except as otherwise provided herein, interest income and gain received, or loss realized, from investments or moneys in any fund or account shall be credited, or charged, as the case may be, to such respective fund or account.

Section 5.8 Delivery Costs Fund Proceeds from the sale of the Series 2019 Obligations shall be deposited in the Delivery Costs Fund as described in Section 5.2. The Trustee shall disburse moneys in the Delivery Costs Fund only upon a requisition signed by the City Representative, setting forth the amounts to be disbursed for payment or reimbursement of Delivery Costs and the person or persons to whom such amounts are to be disbursed, stating that the amounts to be disbursed are for Delivery Costs properly chargeable to the Delivery Costs Fund. Amounts remaining in the Delivery Costs Fund after December 1, 2019, or such earlier date as the City has notified the Trustee that all Delivery Costs have been paid, shall be transferred to the City for deposit to the Improvements Fund.

The Trustee shall be responsible for the safekeeping and investment, upon the written direction of the City Representative, of the moneys held in the Delivery Costs Fund in Permitted Investments and the payment thereof in accordance with this Section. Notwithstanding the foregoing, the Trustee shall be entitled to rely conclusively on the requisitions and written orders supplied to it by the City Representative in connection with disbursements made pursuant to this Section.

ARTICLE VI
CERTAIN COVENANTS

Section 6.1 Payment of Principal and Interest. Subject to the limited liability and sources of payment specified herein, the Series 2019 Obligations shall be promptly paid in the amounts due at the place, on the dates and in the manner provided herein and in said Series 2019 Obligations according to the terms thereof. The amounts due on the Series 2019 Obligations are payable solely from moneys held or received by the Trustee hereunder, all of which are hereby specifically assigned and pledged to such payment in the manner and to the extent specified herein and nothing herein or in the Series 2019 Obligations shall be construed as assigning or pledging any other funds or assets of the City.

Section 6.2 Performance of Covenants. Subject to the limited liability and sources of payment described herein, the City shall faithfully perform at all times any and all covenants, undertakings, stipulations and provisions on its part to be performed as provided herein, in each and every Series 2019 Obligation executed and delivered hereunder and in all proceedings of the City pertaining thereto.

Section 6.3 Instruments of Further Assurance. The City shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such instruments supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require (which the Trustee has no duty to so require) for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Trustee all interests, revenues and receipts pledged hereby to the payment of the principal of and interest on the Series 2019 Obligations in the manner and to the extent contemplated herein.

Section 6.4 Rights under Utility System Purchase Agreement. The Trustee may enforce all rights under the Utility System Purchase Agreement for and on behalf of the Owner, whether or not the City is then in default hereunder.

Section 6.5 Protection of Lien. The City shall not make or create or agree to permit to be made or created any assignment or lien on a parity with or having priority or preference over the assignment and lien hereof upon the interests granted hereby or any part thereof except as otherwise specifically provided in the Utility System Purchase Agreement. No obligation the payment of which is secured by property or revenues pledged hereunder shall be executed and delivered by the City except in lieu of, or upon transfer of registration or exchange of, any Series 2019 Obligation as provided in the Utility System Purchase Agreement.

Section 6.6 Providing Information to Owner.

(a) The City shall provide notice to the Bank if then still the Owner of the Obligations when the budget of the City for the next fiscal year and the audited financial statements of the City for the preceding fiscal year are available on the website of the City. The former shall be available within 30 days after the beginning of such fiscal year, and the latter shall be available within 210 days of the end of such fiscal year. (If not so available, the Bank if then still the Owner of the Obligations shall be provided the same upon request.) Upon request and to

the extent available, the City shall provide unaudited financial statements to the Bank if then still the Owner of the Obligations for any fiscal year for which audited financial statements are not yet available.

(b) The City shall also furnish or cause to be furnished to the Bank if then still the Owner of the Obligations within ten (10) days notice of any Material Litigation or events causing a Material Adverse Effect, or any investigation, inquiry or similar proceeding by any Governmental Authority with respect to the City or the System and such other material information respecting the business, condition (financial or otherwise) or operations of the City and the System as such Owner may from time to time reasonably request.

ARTICLE VII
DEFAULT AND REMEDIES

Section 7.1 Trust Agreement Events of Default. Each of the following is hereby declared a *"Trust Agreement Event of Default"* hereunder:

(i) If payment of any installment of interest on any Series 2019 Obligation shall not be made in full when the same becomes due and payable;

(ii) If payment of the principal on any Series 2019 Obligation shall not be made in full when the same becomes due and payable;

(iii) If, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of all or any part of the interests pledged hereunder and such custody or control shall continue for more than 60 days;

(iv) If the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions on its part to be performed as provided herein or in the Series 2019 Obligations and such default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the City by the Trustee, unless within such 30 days the City shall have commenced and be diligently pursuing in good faith appropriate corrective action to the satisfaction of the Trustee, but in no event shall such corrective action occur more than 60 days after such notice; the Trustee may give such notice in its discretion and shall give such notice at the written request of the Owner; or

(v) If any Purchase Event of Default occurs.

Section 7.2 Remedies and Enforcement of Remedies.

(a) Upon the occurrence and continuance of any Trust Agreement Event of Default and in accordance with Article VII hereof and Article VI of the Utility System Purchase Agreement, the Trustee may, and upon the written request of the Owner, together with indemnification of the Trustee to its satisfaction therefor, shall, proceed forthwith to protect and enforce its rights and the rights of the Owner hereunder and the Series 2019 Obligations by such

suits, actions or proceedings as the Trustee, being advised by counsel, shall deem expedient, including but not limited to, an action for the recovery of any amounts due hereunder or for damages for the breach of this Agreement, and the Trustee may pursue any other remedy which the law affords, including the remedy of specific performance. The Trustee shall also have those remedies provided pursuant to Article VI of the Utility System Purchase Agreement, subject to any limitations on such remedies set forth in such Article VI.

(b) Regardless of the happening of a Trust Agreement Event of Default and subject to Section 7.7, the Trustee, if requested in writing by the Owner shall, upon being indemnified to its satisfaction therefor, institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient (i) to prevent any impairment of the security hereunder by any acts which may be unlawful or in violation hereof, or (ii) to preserve or protect the interests of the Owner, provided that such request is in accordance with law and the provisions hereof.

Section 7.3 No Acceleration. In no event shall the Trustee have the right to accelerate or cause to become immediately due and payable, or payable in advance of their scheduled payment dates, any amounts due hereunder.

Section 7.4 Application of Revenues and Other Moneys After Default.

(a) During the continuance of a Trust Agreement Event of Default all moneys then held by the Trustee hereunder, or moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys, including reasonable attorneys' fees, and of the fees, expenses and advances incurred or made by the Trustee with respect thereto, be deposited in the Obligation Fund, and all amounts held by the Trustee hereunder shall be applied as follows:

First: To the payment of all installments of interest (including interest on amounts unpaid when due on the Series 2019 Obligation); and

Second: To the payment of the unpaid Principal Installments which shall have become due, whether at maturity or because of prepayment in the order of their due dates.

(b) Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal of the Series 2019 Obligations to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Owner until such Series 2019 Obligation shall be presented to the Trustee for appropriate endorsement of any partial payment or for cancellation if fully paid.

(c) Whenever all principal of and interest on the Series 2019 Obligations which has become due has been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid and the Obligation Fund contains the amounts then required to be credited thereto, any balance remaining shall be paid to the City.

Section 7.5 Remedies Not Exclusive. No remedy by the terms hereof conferred upon or reserved to the Trustee or the Owner is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or existing at law or in equity or by statute on or after the date hereof.

Section 7.6 Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) hereunder or under any of the Series 2019 Obligations may be enforced by the Trustee, without the possession of any of the Series 2019 Obligations or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceeding may be brought without the necessity of joining as plaintiff or defendant the Owner. Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of the Owner any plan of reorganization, arrangement, adjustment, or composition affecting the Obligations or the rights of the Owner thereof, or to authorize the Trustee to vote in respect of the claim of the Owner in any such proceeding without the approval of the Owner.

Section 7.7 Individual Owner Action Restricted.

(a) No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement hereof or for the execution of any trust hereunder or for any remedy hereunder except for the right to institute any suit, action or proceeding in equity or at law for the enforcement of the Trustee's duties and powers hereunder upon the occurrence of all of the following events:

(i) The Owner shall have made written request to the Trustee to proceed to exercise the powers granted herein; and

(ii) Such Owner shall have offered the Trustee indemnity as provided in Section 8.2(v); and

(iii) The Trustee shall have failed or refused to exercise the duties or powers herein granted for a period of 60 days after receipt by it of such request and offer of indemnity; and

(iv) During such 60 day period no direction inconsistent with such written request has been delivered to the Trustee by the Owner.

(b) No Owner shall have any right in any manner whatsoever to affect, disturb or prejudice the security hereof or to enforce any right hereunder except in the manner herein provided.

(c) Nothing contained herein shall affect or impair, or be construed to affect or impair, the right of the Owner (i) to receive payment of the principal of or interest on the

Series 2019 Obligation, as the case may be, on or after the due date thereof or (ii) to institute suit for the enforcement of any such payment on or after such due date.

Section 7.8 Termination of Proceedings. In case any proceeding taken on account of a Trust Agreement Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Owner, then the City, the Trustee and the Owner shall be restored to their former positions and rights hereunder, and all rights and powers of the Trustee and the Owner shall continue as if no such proceeding had been taken.

Section 7.9 Waiver of Event of Default.

(a) No delay or omission of the Trustee or of the Owner to exercise any right or power accruing upon any Trust Agreement Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Trust Agreement Event of Default or an acquiescence therein. Every power and remedy given by this Article may be exercised from time to time and as often as may be deemed expedient.

(b) The Trustee may waive in writing any Trust Agreement Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions hereof, or before the completion of the enforcement of any other remedy hereunder.

(c) In case of any waiver by the Trustee of a Trust Agreement Event of Default hereunder, the City, the Trustee and the Owner shall be restored to their former positions and rights hereunder, respectively, but no such waiver shall extend to any subsequent or other Trust Agreement Event of Default or impair any right consequent thereon. The Trustee shall not be responsible to anyone for waiving or refraining from waiving any Trust Agreement Event of Default in accordance with this Section.

Section 7.10 Notice of Default.

(a) Within 30 days after (i) the occurrence of a Trust Agreement Event of Default under Section 7.1(i) or (ii) of which the Trustee is deemed to have notice, or (ii) receipt by the Trustee of actual knowledge or written notice of a Trust Agreement Event of Default under Section 7.1(iii), (iv) or (v), the Trustee shall, unless such Trust Agreement Event of Default shall have theretofore been cured, give written notice thereof by first class mail to the Owner.

(b) The Trustee shall immediately notify the City of (i) the occurrence of a Trust Agreement Event of Default under Section 7.1(i) or (ii) and (ii) when the Trustee has received actual knowledge or written notice of a Trust Agreement Event of Default under Section 7.1(iii), (iv) or (v).

Section 7.11 Limitation of Liability.

(a) Except for the payment of amounts pursuant to the Utility System Purchase Agreement when due and the performance of the other covenants and agreements of the

City contained in the Utility System Purchase Agreement and herein, the City shall have no pecuniary obligation or liability to any of the other parties or to the Owner with respect to this Agreement or the terms, execution, delivery or transfer of the Series 2019 Obligations, or the distribution of applicable portions of the Purchase Price to the Owner by the Trustee.

(b) The City shall not have any obligation or liability to any of the other parties or to the Owner with respect to the performance by the Trustee of any duty imposed upon it under this Agreement; nor shall the Trustee have any obligation or liability to any of the other parties or to the Owner with respect to the performance by the City of any duty imposed upon them under this Agreement.

Section 7.12 Limitations on Remedies. It is the purpose and intention of this Article to provide rights and remedies to the Trustee and the Owner which may be lawfully granted, but should any right or remedy herein granted be held to be unlawful, the Trustee and the Owner shall be entitled, as above set forth, to every other right and remedy provided in this Agreement and, to the extent consistent with the provisions of this Agreement, by law.

ARTICLE VIII
THE TRUSTEE

Section 8.1 Certain Duties and Responsibilities.

(a) Except during the continuance of a Trust Agreement Event of Default:

(i) The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Trustee; and

(ii) In the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Agreement; but in the case of any such certificates or opinions which are required by any provision hereof or of the Utility System Purchase Agreement, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement or the Utility System Purchase Agreement on their face.

(b) In case a Trust Agreement Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances.

(c) No provision of this Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this subsection shall not be construed to limit the effect of subsection (a);

(ii) the Trustee shall not be liable for any error of judgment made in good faith and without negligence by a president or vice-president of the board of directors, the president or vice-president of the executive committee of the board of directors, the president, any vice president, any assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, senior associate, associate or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers or, with respect to a particular matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject and having direct responsibility for the administration of this Agreement;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith and without negligence in accordance with the direction of the Owner as provided herein relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Agreement and

(iv) no provision of this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it. The Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment properly to be done by it as Trustee, without prior assurance of indemnity, and in such case shall be entitled to reimbursement by the City for all reasonable costs, expenses, attorneys' and other fees, and all other reasonable disbursements, including its own fees, and for all liability and damages suffered by the Trustee in connection therewith except for the Trustee's negligence or willful misconduct.

(d) Whether or not therein expressly so provided, every provision of this Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

Section 8.2 Certain Rights of Trustee. Except as otherwise provided in Section 8.1:

(i) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, obligation, note or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties.

(ii) Any request or direction of the City mentioned herein shall be sufficiently evidenced by a certificate of the City Representative, and any action of the Mayor and Council of the City may be sufficiently evidenced by a copy of a resolution

certified by the Clerk or Assistant Clerk of the City to have been duly adopted by the Mayor and Council of the City and to be in full force and effect on the date of such certification and delivered to the Trustee.

(iii) Whenever in the administration of this Agreement the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a certificate of the City Representative.

(iv) The Trustee may consult with counsel and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(v) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of the Owner pursuant to this Agreement unless the Owner shall have offered to the Trustee satisfactory security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(vi) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, obligation, note or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

(vii) The Trustee may engage agents and attorneys to assist it in executing any of the trusts or powers hereunder or performing any duties hereunder and shall not be liable for the negligence or misconduct of such agents and attorneys so long as the Trustee exercises due care in the selection thereof.

(viii) The Trustee shall not be responsible for the recording or filing of any documents relating to the Utility System Purchase Agreement or this Agreement.

(ix) The permissive right of the Trustee to do things enumerated in this Agreement shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default. The Trustee shall have no responsibility or liability with respect to any information, statements or recitals in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Certificates.

(x) In acting or omitting to act pursuant to the Utility System Purchase Agreement, the Trustee shall be entitled to all of the rights, immunities and

indemnities accorded to it under this Agreement, including, but not limited to, this Article VIII.

Section 8.3 Employment of Experts. The Trustee is hereby authorized to employ as its agents such attorneys at law, certified public accountants and recognized authorities in their fields (who are not employees of the Trustee), as it reasonably may deem necessary to assist it to carry out any of its obligations hereunder, and shall be reimbursed by the City for all reasonable expenses and charges in so doing.

Section 8.4 Enforcement of Performance by Others. Except as provided in Section 8.1 or otherwise specifically provided herein, it shall not be the duty of the Trustee to see that any duties and obligations herein imposed upon the City are performed.

Section 8.5 Right to Take Other Actions. It is understood and agreed that the Trustee engages in a general banking business and no provision hereof or of the Utility System Purchase Agreement is to be construed to limit or restrict the right of the Trustee to engage in such business with the City or the Owner. So engaging in such business shall not, in and of itself, and so long as the Trustee duly performs all of its duties as required hereby and by the Utility System Purchase Agreement, constitute a breach of trust on the part of the Trustee, but neither shall engaging in such business abrogate, alter or diminish any duty or obligation of the Trustee as Trustee hereunder.

Section 8.6 Removal and Resignation of Trustee.

(a) The Trustee may resign at any time from the trusts created hereby by giving written notice of the resignation to the City and by mailing written notice of the resignation to the Owner as its name and address appears on the register it maintains with respect to the Series 2019 Obligations at the close of business fifteen days prior to the mailing. The resignation shall take effect upon the appointment of a successor Trustee.

(b) The Trustee may be removed upon thirty (30) days' prior notice by an instrument or document or concurrent instruments or documents in writing delivered to the Trustee, with copies thereof mailed to the City and signed by (i) the City Representative or (ii) by or on behalf of the Owner. The Trustee also may be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Agreement with respect to the duties and obligations of the Trustee by an instrument signed by the City or by any court of competent jurisdiction upon the application of the City, or the Owner. Any removal shall not take effect until a successor Trustee shall have been appointed. In the event a successor Trustee has not been appointed and qualified within 60 days of the date notice of resignation or removal is given, the Trustee may apply to any court of competent jurisdiction for the appointment of a successor Trustee to act until such time as a successor is appointed as provided in this Section.

(c) In the event of the resignation or removal of the Trustee or in the event the Trustee is dissolved or otherwise becomes incapable to act as the Trustee, the City shall be entitled to appoint a successor Trustee acceptable to the City.

(d) If the Owner objects to the successor Trustee so appointed by the City and if the Owner designates another Person qualified to act as the Trustee, the City shall then appoint as the Trustee the Person so designated by the Owner.

(e) Unless otherwise ordered by a court or regulatory body having competent jurisdiction, or unless required by law, any successor Trustee shall be a trust company or bank having the powers of a trust company as to trusts, qualified to do trust business in the State or the United States and having an officially reported combined capital, surplus, undivided profits and reserves aggregating at least $75,000,000, if there is such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

(f) Every successor Trustee howsoever appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing, accepting such appointment hereunder, and thereupon such successor Trustee, without further action, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, and such predecessor shall execute and deliver an instrument transferring to such successor Trustee all the rights, power and trusts of such predecessor. The predecessor Trustee shall execute any and all documents necessary or appropriate to convey all interest it may have to the successor Trustee. The predecessor Trustee shall promptly deliver all records relating to the trust or copies thereof and communicate all material information it may have obtained concerning the trust to the successor Trustee.

(g) Each successor Trustee, not later than ten days after its assumption of the duties hereunder, shall mail a notice of such assumption to the Owner.

(h) Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee without the execution or filing of any paper or any further act, provided such company shall be eligible as a successor Trustee under this Agreement.

Section 8.7 Proof of Claim. The Trustee shall have the right and power to take actions in the name and place of the City or the Owner to make proof of claim in any proceeding, bankruptcy, reorganization or otherwise where proof of claim may be required.

Section 8.8 Trustee's Fees and Expenses.

(a) The Trustee shall be entitled to be paid from time to time reasonable compensation for all services rendered by it hereunder; to reimbursement upon request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Agreement (including the reasonable compensation and the expenses and disbursements of its counsel and its agents), except any such expense, disbursement or advance as may be attributable to its negligence or willful misconduct; and, together with its officers, directors, agents and employees, to be indemnified by the City, for, from and against any loss, liability, claim, suit, cost, judgment, damages or expense (including reasonable legal fees and

expenses) arising out of or in connection with the acceptance or administration of this trust or its duties hereunder, under the Utility System Purchase Agreement or any other document or transaction contemplated herewith or therewith. The Trustee's right to indemnity shall not extend to claims, suits and actions successfully brought against the Trustee for, or losses, liabilities or expenses incurred as a result of the Trustee's own negligence or willful misconduct. In the event any action or proceeding is instituted or pending against the Trustee by reason of or in connection with the acceptance or administration of this trust or the Trustee's duties hereunder, the City may, at its election, assume the defense of any such action or proceeding with counsel satisfactory to the Trustee. If any such action or proceeding includes any claims alleging the Trustee's own negligence or willful misconduct, the Trustee shall reimburse the City its expenses (including reasonable attorneys' fees), if any, of assuming the defense of such action or proceeding if it is determined by a final judgment of a court of competent jurisdiction that the Trustee is not entitled to be indemnified as authorized in this Section. Any settlement of any such action or proceeding shall not, of itself, create a presumption as to the merits of any claims alleging the Trustee's own negligence or willful misconduct. The Trustee's rights to compensation, reimbursement and indemnity while serving as Trustee hereunder shall survive resignation or removal of the Trustee or discharge of this Agreement.

(b) Any provision hereof to the contrary notwithstanding, if the City fails, within 30 days of receiving an itemized invoice and back-up documentation, to make any payment properly due the Trustee for its reasonable fees, costs, expenses and fees of attorneys, certified public accountants, recognized authorities in their field and agents (not employees of the Trustee) incurred in performance of its duties, the Trustee may reimburse itself from any moneys on hand in any fund or account created pursuant hereto and shall have a lien prior to the Owner. When the Trustee incurs expenses or renders services after the occurrence of a Trust Agreement Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 8.9 Destruction of Series 2019 Obligations. Upon payment of or surrender to the Trustee for cancellation of any Series 2019 Obligation, the Trustee shall destroy such Series 2019 Obligation.

Section 8.10 Reports. The Trustee shall quarterly, or at such other intervals as the Trustee and the City shall from time to time agree upon (but in no event more frequently than monthly), prepare and submit to the City reports covering all moneys received and all payments, expenditures and investments made as the Trustee hereunder since the last previous such report.

Section 8.11 Separate or Co-Trustee.

(a) At any time or times, solely for the purpose of meeting any legal requirements of any jurisdiction other than Arizona, the City and the Trustee shall have power to appoint, and, upon the request of the Trustee or of the Owner and the City shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, one or more Persons, approved by the Trustee and, unless a Trust Agreement Event of Default has occurred and is continuing, reasonably acceptable to the City,

either to act as co-trustee or co-trustees, jointly with the Trustee of all or any part of the pledged property, or to act as separate trustee or separate trustees of all or any part of the pledged property, and to vest in such Person or Persons, in such capacity, such title to the pledged property or any part thereof, and such rights, powers, duties, trusts or obligations as the City and the Trustee may consider necessary or desirable, subject to the remaining provisions of this Section.

(b) If the City shall not have joined in such appointment within 30 days after the receipt by it of a request so to do, or in case a Trust Agreement Event of Default shall have occurred and be continuing, the Trustee alone shall have power to make such appointment.

(c) The City shall execute, acknowledge and deliver all such instruments as may reasonably be required by any such co-trustee or separate trustee for more fully and certainly vesting in such co-trustee or separate trustee the Projects, rights, powers and duties intended to be vested in such co-trustee or separate trustee.

(d) Every co-trustee or separate trustee shall, to the extent permitted by law but to such extent only, be appointed subject to the following terms, namely:

(i) The Series 2019 Obligations shall be executed and delivered, and all rights, powers, trusts, duties and obligations hereby conferred upon the Trustee in respect to the custody, control and management of moneys, papers, securities and other personal property shall be exercised, solely by the Trustee.

(ii) All rights, powers, trusts, duties and obligations conferred or imposed upon the trustees shall be conferred or imposed upon and exercised or performed by the Trustee, or by the Trustee and such co-trustee or co-trustees or separate trustee or separate trustees jointly, as shall be provided in the instrument appointing such co-trustee or co-trustees or separate trustee or separate trustees, except to the extent that, under the law of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co-trustee or co-trustees or separate trustee or separate trustees.

(iii) Any request in writing by the Trustee to any co-trustee or separate trustee to take or to refrain from taking any action hereunder shall be sufficient warrant for the taking, or the refraining from taking, of such action by such co-trustee or separate trustee and such co-trustee or separate trustee shall abide by such request.

(iv) Any co-trustee or separate trustee may, to the extent permitted by law, delegate to the Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise.

(v) The Trustee may at any time, by any instrument in writing, with the concurrence of the City, accept the resignation of or remove any co-trustee or separate trustee appointed under this Section, and, in case a Trust Agreement Event of Default shall have occurred and be continuing, the Trustee shall have power to accept the

resignation of, or remove, any such co-trustee or separate trustee. Upon the request of the Trustee, the City shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal.

(vi) No Trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder, nor will the act or omission of any trustee hereunder be imputed to any other trustee.

(vii) Any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing delivered to the Trustee shall be deemed to have been delivered to each such co-trustee or separate trustee.

(viii) Any moneys, papers, securities or other items of personal property received by any such co-trustee or separate trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to the Trustee.

(e) Upon the acceptance in writing of such appointment by any such co-trustee or separate trustee, it or he shall be vested jointly with the Trustee (except insofar as local law makes it necessary for any such co-trustee or separate trustee to act alone) with such title to the pledged property or any part thereof, and with such rights, powers, duties or obligations, as shall be specified in the instrument of appointment subject to all the terms hereof. Every such acceptance shall be filed with the Trustee. To the extent permitted by law, any co-trustee or separate trustee may, at any time by an instrument in writing signed by the Trustee and any co-trustee or separate trustee, constitute the Trustee, its or his attorney-in-fact and agent, with full power and authority to do all acts and things and to exercise all discretion on its or his behalf and in its or his name.

(f) In case any co-trustee or separate trustee shall dissolve, cease to exist, become incapable of acting, resign or be removed, the title to the pledged property, and all rights, powers, trusts, duties and obligations of said co-trustee or separate trustee shall, so far as permitted by law, vest in and be exercised by the Trustee unless and until a successor co-trustee or separate trustee shall be appointed in the manner herein provided.

Section 8.12 Recitals and Representations.

(a) The recitals, statements and representations contained herein, or in any Series 2019 Obligation (excluding the Trustee's execution of the Series 2019 Obligations or any recitals or representations concerning the Trustee or its powers) shall not be taken or construed as made by the Trustee, and the Trustee neither assumes nor shall be under any responsibility for the correctness of the same.

(b) The Trustee makes no representation as to, and is not responsible for, the validity or sufficiency hereof, of the Series 2019 Obligations, or, except as herein required, the filing or recording or registering of any document. The Trustee shall be deemed not to have made representations as to the security afforded hereby or hereunder or as to the validity or

sufficiency of such document. The Trustee shall not be concerned with or accountable to anyone for the use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof. Except as to defaults described in Sections 7.1(a)(i) and (ii) of which the Trustee is deemed to have notice, the Trustee shall have no duty of inquiry with respect to any default or Trust Agreement Events of Default described herein without actual knowledge of or receipt by the Trustee of written notice of a default or a Trust Agreement Event of Default from the Owner.

ARTICLE IX
SUPPLEMENTS TO TRUST AGREEMENT AND AMENDMENTS TO UTILITY SYSTEM PURCHASE AGREEMENT

Section 9.1 Supplements not Requiring Consent of Owner. The City acting through the City Representative and the Trustee may, without the consent of or notice to the Owner, enter into one or more supplements for one or more of the following purposes:

(i) To cure any ambiguity or formal defect or omission herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein, or, to make any other provisions with respect to matters or questions arising hereunder provided such action shall, in the opinion of counsel delivered to the Trustee under Section 9.3(a), not materially adversely affect the interests of the Owner;

(ii) To grant or confer upon the Owner any additional rights, remedies, powers or authority that may lawfully be granted or conferred upon them;

(iii) To secure additional revenues or provide additional security or reserves for payment of the Series 2019 Obligations;

(iv) To comply with the requirements of any state or federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder;

(v) To provide for the appointment of a successor trustee or co-trustee pursuant to the terms of Section 8.6 and Section 8.11;

(vi) To permit Series 2019 Obligations in bearer form if the City and the Trustee receive a Special Counsel's Opinion that such action will not cause the interest on any Series 2019 Obligations to become includible in gross income for purposes of federal income taxes;

(vii) To preserve the exclusion of the interest on the Series 2019 Obligations from gross income for purposes of federal or State income taxes and to preserve the power of the City to continue to incur obligations (specifically not limited to the Series 2019 Obligations authorized hereby) the interest on which is likewise exempt from federal and State income taxes; and

(viii) To adopt procedures for the disclosure of information to Owners and to others in accordance with any guidelines for such purpose promulgated by the American Bankers Association or some other similar national organization, as such guidelines may be made applicable to this Agreement by agreement of the Trustee and the City.

Section 9.2 Supplements Requiring Consent of Owner.

(a) Other than supplements referred to in Section 9.1 and subject to the terms and provisions and limitations contained in this Article and not otherwise, the Owner shall have the right, from time to time, anything contained herein to the contrary notwithstanding, to consent to and approve the execution by the City and the City Representative and the Trustee of such supplement as shall be deemed necessary and desirable by the City and the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular respect, any of the terms or provisions contained herein.

(b) If at any time the City shall request the Trustee to enter into a supplement pursuant to this Section, the Trustee shall, upon being satisfactorily and specifically indemnified by the City with respect to expenses with respect to such supplement, cause notice of the proposed execution of such Supplement to be mailed by first class mail, postage pre-paid, to the Owner at its address as it appears on the registration books herein provided for, by the means provided in Article XI. Such notice shall briefly set forth the nature of the proposed supplement and shall state that copies thereof are on file at the office of the Trustee for inspection by the Owner.

(c) If within such period as shall be prescribed by the City, following the mailing of such notice, the Trustee shall receive an instrument purporting to be executed by the Owner specified in subsection (a) for the supplement in question which instrument or instruments shall refer to the proposed Supplement described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice as on file with the Trustee, thereupon, but not otherwise, the Trustee and the City may execute such supplement in substantially such form, without liability or responsibility to any Owner of any Series 2019 Obligation, whether or not such Owner shall have consented thereto.

(d) Any such consent shall be binding upon the Owner giving such consent and upon any subsequent Owner and of any Series 2019 Obligation executed and delivered in exchange therefor (whether or not such subsequent Owner thereof has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or by a subsequent Owner thereof by filing with the Trustee, prior to the execution by the Trustee of such supplement, such revocation. At any time after the Owner shall have filed its consent to the supplement, the Trustee shall make and file with the City a written statement to that effect. Such written statement shall be conclusive that such consents have been so filed.

(e) If the Owner shall have consented to and approved the execution of such Supplement as herein provided, no Owner of any Series 2019 Obligation shall have any right to object to the execution thereof, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to

enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 9.3 Execution and Effect of Supplements.

(a) In executing any Supplement permitted by this Article, the Trustee and the City shall be entitled to receive and to rely in good faith upon an Opinion of Counsel stating that the execution of such Supplement is authorized or permitted hereby. The Trustee may but shall not be obligated to enter into any such Supplement which affects the Trustee's own rights, duties or immunities.

(b) Upon the execution and delivery of any Supplement in accordance with this Article, the provisions hereof shall be modified in accordance therewith and such Supplement shall form a part hereof for all purposes and every Owner of a Series 2019 Obligation theretofore or thereafter executed and delivered hereunder shall be bound thereby.

(c) Any Series 2019 Obligation executed and delivered after the execution and delivery of any Supplement in accordance with this Article may, and if required by the Trustee shall, bear a notation in form approved by the Trustee as to any matter provided for in such Supplement. If the Trustee shall so determine, upon receipt of Special Counsel's Opinion, new Series 2019 Obligations so modified as to conform in the opinion of the Trustee to any such Supplement may be executed and delivered by the Trustee in exchange for and upon surrender of Series 2019 Obligations.

Section 9.4 Amendments to Utility System Purchase Agreement Not Requiring Consent of Owner. The Trustee may, without the consent of or notice to the Owner consent to and join with the City in the execution and delivery of any amendment, change or modification of the Utility System Purchase Agreement as may be required (i) by the provisions thereof; (ii) to cure any ambiguity or formal defect or omission therein or to correct or supplement any provision therein which may be inconsistent with any other provision therein, or to make any other provisions with respect to matters or questions arising thereunder provided such action shall, in the opinion of counsel delivered to the Trustee under this Section, not materially adversely affect the interests of the Owner; and (iii) to preserve the exclusion of the interest on the Series 2019 Obligations from gross income for purposes of federal or State income taxes and to preserve the power of the City to continue to incur obligations (specifically not limited to the Series 2019 Obligations authorized hereby) the interest on which is likewise exempt from federal and State income taxes in connection with any other change therein, which will not, in the opinion of counsel delivered to the Trustee under this Section 9.4, materially adversely affect the interests of the Owner or, in the opinion of the Trustee, the Trustee. In executing any amendment to the Utility System Purchase Agreement, the Trustee shall be entitled to receive and rely on an Opinion of Counsel stating that such amendment is authorized or permitted under this Agreement and under the Utility System Purchase Agreement.

Section 9.5 Amendments to Utility System Purchase Agreement Requiring Consent of Owner.

(a) Except for amendments, changes or modification to the Utility System Purchase Agreement referred to in Section 9.4 hereof and subject to the terms and provisions and limitations contained in this Article and not otherwise, the Trustee may consent to and join with the City in the execution and delivery of any amendment, change or modification to the Utility System Purchase Agreement only upon the consent of the Owner, given as provided in this Section, provided, however, no such amendment, change or modification may affect the obligation of the City to make payments under the Utility System Purchase Agreement or reduce the amount of or extend the time for making such payments without the consent of the Owner.

(b) If at any time the City shall request the consent of the Trustee to any such amendment, change or modification to the Utility System Purchase Agreement, the Trustee shall, upon being satisfactorily indemnified by the City with respect to expenses, cause notice of the proposed amendment, change or modification to be given in the same manner as provided in Section 9.2 with respect to Supplements hereto. Such notice shall briefly set forth the nature of the proposed amendment, change or modification and shall state that copies thereof are on file at the office of the Trustee for inspection by the Owner.

(c) If the consent to and approval of the execution of such amendment, change or modification is given by the Owner within the time and in the manner provided by Section 9.2 with respect to Supplements hereto, but not otherwise, such amendment, change or modification may be consented to, executed and delivered upon the terms and conditions and with like binding effect upon the Owners as provided in Section 9.2 and Section 9.3 with respect to Supplements hereto.

ARTICLE X
SATISFACTION AND DISCHARGE

Section 10.1 Discharge.

(a) If payment of all principal of and interest on the Series 2019 Obligation is made in accordance with its terms and as provided herein and in Section 2.5 of the Utility System Purchase Agreement, or is provided for in accordance with this Article, and if all other sums, if any, payable hereunder shall be paid, then the liens, estates and security interests granted hereby shall cease. Thereupon, upon the request of the City, and upon receipt by the Trustee of an Opinion of Counsel addressed to the City and the Trustee stating that all conditions precedent to the satisfaction and discharge of the lien hereof have been satisfied, the Trustee shall execute and deliver proper instruments acknowledging such satisfaction and discharging the lien hereof and the Trustee shall transfer all property held by it hereunder, other than moneys or obligations held by the Trustee for payment of amounts due or to become due on the Series 2019 Obligations and to the City or such other Person as may be entitled thereto as their respective interests may appear. Such satisfaction and discharge shall be without prejudice to the rights of

the Trustee thereafter to charge and be indemnified, compensated or reimbursed for services rendered and expenditures incurred in connection herewith.

(b) The City may at any time surrender to the Trustee for cancellation any Series 2019 Obligations previously executed and delivered which the City may have acquired in any manner whatsoever and such Series 2019 Obligations upon such surrender and cancellation shall be deemed to be paid and retired.

Section 10.2 Providing for Payment of Series 2019 Obligations.

(a) Payment of all or any part of the Series 2019 Obligations may be provided for by the deposit with the Trustee or a Depository Trustee of moneys or Defeasance Obligations which are not redeemable in advance of their maturity dates. The moneys and the maturing principal and interest income on such Defeasance Obligations, if any, shall be sufficient, as evidenced by a certificate of an independent nationally recognized certified public accountant or firm of such accountants acceptable to such Depository Trustee, to pay when due the principal of and interest on such Series 2019 Obligations. The moneys and Defeasance Obligations shall be held by the Trustee or such Depository Trustee irrevocably in trust for the Owner solely for the purpose of paying the principal of and interest on such Series 2019 Obligations as the same shall mature or come due.

(b) Notwithstanding the foregoing, no deposit under subsection (a) above shall be deemed a payment of such Series 2019 Obligation as aforesaid until the City, having given the Trustee irrevocable instructions in form satisfactory to the Trustee, to notify, as soon as practicable, the Owner that the deposit required by subsection (a) has been made with the Trustee.

(c) If payment of Series 2019 Obligations is so provided for, the Trustee or the Depository Trustee shall mail a notice so stating to the Owner.

(d) Series 2019 Obligations, the payment of which has been provided for in accordance with this Section, shall no longer be deemed outstanding hereunder or secured hereby. The obligation in respect of such Series 2019 Obligations shall nevertheless continue but the Owner shall thereafter be entitled to payment only from the moneys or Defeasance Obligations deposited with the Trustee or the Depository Trustee to provide for the payment of such Series 2019 Obligations.

(e) No Series 2019 Obligation may be so provided for if, as a result thereof or of any other action in connection with which the provisions for payment of such Series 2019 Obligation is made, the interest payable on any Series 2019 Obligation is made includable in gross income for purposes of federal income taxes. The Trustee and the City may rely upon a Special Counsel's Opinion to the effect that the provisions of this paragraph will not be breached by so providing for the payment of any Series 2019 Obligations.

Section 10.3 Payment of Series 2019 Obligations After Discharge. Notwithstanding the discharge of the lien hereof as in this Article provided, the Trustee shall nevertheless retain such rights, powers and duties hereunder as may be necessary and convenient

for the payment of amounts due or to become due on the Series 2019 Obligations and the registration, transfer, exchange and replacement of Series 2019 Obligations as provided herein. Nevertheless, any moneys held by the Trustee for the payment of the principal of or interest on any Series 2019 Obligation remaining unclaimed for two years after the same shall become due and payable at maturity by declaration as provided herein, shall then be paid to the City (without liability for interest) and the Owner of any Series 2019 Obligations not theretofore presented for payment shall thereafter be entitled to look only to the City for payment thereof and all liability of the Trustee with respect to such moneys shall thereupon cease. The obligations of the Trustee under this Section shall be subject, however, to the requirements of any applicable law regarding the disposition of unclaimed property.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Evidence of Acts of Owner.

(a) Any request, direction, consent or other instrument provided hereby to be signed and executed by the Owner may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owner in person or by agent appointed in writing. Proof of the execution of any such request, direction or other instrument or of the writing appointing any such agent and of the ownership of Series 2019 Obligations, if made in the following manner, shall be sufficient for any of the purposes hereof and shall be conclusive in favor of the Trustee and the City, with regard to any action taken by them, or either of them, under such request or other instrument, namely:

(i) The fact and date of the execution by any Person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments in such jurisdiction, that the Person signing such writing acknowledged before him the execution thereof, or by the affidavit of a witness of such execution; and

(ii) The ownership of Series 2019 Obligations shall be proved by the register of such Series 2019 Obligations.

(b) Nothing in this Section shall be construed as limiting the Trustee to the proof herein specified, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient.

(c) Any action taken or suffered by the Trustee pursuant to any provision hereof, upon the request or with the assent of any Person who at the time is the Owner, shall be conclusive and binding upon all future Owners.

Section 11.2 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Agreement or the Series 2019 Obligations is intended or shall be construed to give to any Person other than the parties

hereto, the City and the Owner any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions and provisions herein contained.

Section 11.3 Severability. If any one or more sections, clauses, sentences or parts hereof shall for any reason be questioned in any court of competent jurisdiction and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions hereof, or the Series 2019 Obligations executed and delivered pursuant hereto, but shall be confined to the specific sections, clauses, sentences and parts so adjudged.

Section 11.4 Holidays. When the date on which principal of or interest on any Series 2019 Obligation is due and payable is not a Business Day, payment may be made on Series 2019 Obligations presented at such place of payment on the next Business Day with effect as though payment were made on the due date, and, if such payment is made, no additional interest shall accrue from and after such due date. When any other action is provided herein to be done on a day named or within a time period named, and the day or the last day of the period falls on a day other than a Business Day, it may be performed on the next ensuing Business Day with effect as though performed on the appointed day or within the specified period.

Section 11.5 Governing Law. This Agreement and the Series 2019 Obligations are contracts made under the laws of the State and shall be governed and construed in accordance with such laws.

Section 11.6 Notices.

(a) Unless otherwise expressly specified or permitted by the terms hereof, all notices, consents or other communications required or permitted hereunder shall be deemed sufficiently given or served if given in writing, mailed by first class mail, postage prepaid and addressed as follows:

(i) If to the Trustee, addressed to it at Zions Bancorporation, National Association, 6001 North 24th Street, Building B, Phoenix, Arizona 85016, Attention: Corporate Trust Services;

(ii) If to the registered Owner of a Series 2019 Obligation, addressed to such Owner at the address shown on the registration books kept pursuant hereto; provided, however, that while the Bank is the Owner of the Obligations, the following address: _____; and

(iii) If to the City, addressed to it at 211 North Aspen Avenue, Flagstaff, Arizona, 86001, Attention: Management Services Director.

(b) The parties listed above may from time to time by notice in writing to the others designate a different address or addresses for notices hereunder.

Section 11.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one instrument.

Section 11.8 Waiver of Personal Liability. No director, officer, agent, financial advisor, counsel or employee of the City shall be individually or personally liable for the payment of the principal of or interest on the Series 2019 Obligations; but nothing herein contained shall relieve any such director, officer, agent, financial advisor, counsel or employee from the performance of any official duty provided by law.

Section 11.9 Binding Effect. This instrument shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns subject to the limitations contained herein. Except as provided herein, the trust under this Agreement shall not be assigned to any other person, corporation, partnership or trustee unless the Trustee is required by law to divest, or does divest, itself of its trust department or unless the Trustee shall sell or assign substantially all of its corporate trust business in which event the trust hereunder shall be continued by the Trustee's successor in interest.

Section 11.10 Certain Statutory Notices.

(a) To the extent applicable by provision of law, the Trustee acknowledges that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein and which provides that the City may within three (3) years after its execution cancel any contract (including this Agreement) without penalty or further obligation made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, the Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the E-verify requirements under Section 23-214(A), Arizona Revised Statutes. The breach by the Trustee of the foregoing shall be deemed a material breach of this Agreement and may result in the termination of the services of the Trustee by the City. The City retains the legal right to randomly inspect the papers and records of the Trustee to ensure that the Trustee is complying with the above-mentioned warranty. The Trustee shall keep such papers and records open for random inspection during normal business hours by the City. The Trustee shall cooperate with the random inspections by the City including granting the City entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential. To the extent it may agree to do so pursuant to applicable law, the City shall preserve the confidentiality of any information, records or papers the City views, accesses or otherwise obtains during any and every such random inspection, including, without limitation, such information.

(c) Pursuant to Section 35-393 et. seq., Arizona Revised Statutes, the Trustee hereby certifies it is not currently engaged in, and for the duration of this Agreement shall not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in Section 35-393, Arizona Revised Statutes. If the City determines that the Trustee's certification above is false or that it has breached such agreement, the City may impose remedies as provided by law.

Section 11.11 Electronic Instructions. The Trustee shall have the right to accept and act upon Instructions. If the City elects to give the Trustee Instructions and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 11.12 Force Majeure. The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, "acts of God", terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other like occurrences beyond the control of the Trustee; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

* * *

[Signature page follows.]

IN WITNESS WHEREOF, the City has caused these presents to be signed in the name and on its behalf by its duly authorized officer, and to evidence its acceptance of the trusts hereby created the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized officer, all as of the day and year first above written.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By.....

Print Name:.....

Title:.....

CITY OF FLAGSTAFF, ARIZONA

By.....
Mayor

ATTEST:

.....
Clerk

EXHIBIT

(Form of Series 2019 Obligation)

CITY OF FLAGSTAFF, ARIZONA
UTILITY SYSTEM REVENUE OBLIGATION, SERIES 2019

Number: R-……..

Interest Rate:	Payment Date:	Dated:
_____%	July 1, 20__	June ___, 2019

REGISTERED OWNER: …….

PRINCIPAL AMOUNT: ……. DOLLARS

The registered owner identified above, or registered assigns, as the registered owner of this Utility System Revenue Obligation, Series 2019 (this "*Obligation*"), is the owner of the right to receive certain installments of the "Purchase Price" pursuant to that certain Series 2019 Utility System Revenue Purchase Agreement, dated as of June 1, 2019 (the "*Utility System Purchase Agreement*"), by and between ……., a national banking association, authorized to exercise trust powers in the State of Arizona, in its separate capacity as seller (the "*Seller*"), and the City of Flagstaff, Arizona, a municipal corporation of the State of Arizona, as purchaser (the "*City*"), which installments and certain other rights and interests under the Utility System Purchase Agreement have been assigned to ……., in its separate capacity as trustee (together with any successor thereto, the "*Trustee*"), pursuant to that certain Series 2019 Utility System Revenue Trust Agreement, dated as of June 1, 2019 (the "*Trust Agreement*"), by and between the City and the Trustee.

The registered owner of this obligation is entitled to receive, subject to the terms of the Trust Agreement, the principal amount set forth above, on the payment date set forth above, and to receive on January 1, 2020, and semiannually on January 1 and July 1 of each year thereafter until payment in full of said principal, the registered owner's proportionate share of the installments of the Purchase Price denominated as interest coming due during the six month period (or portion thereof) immediately preceding each of such dates; provided that the first installment shall be for interest from the date of initial execution and delivery to January 1, 2020. Said proportionate share of the portion of such installments designated as interest is the result of the multiplication of the aforesaid portion of such installments designated as principal by the rate per annum set forth above.

The proportionate share of the portion of the installments of the Purchase Price denominated as interest is payable when due to the person in whose name this obligation is registered at the close of business on the 15th day of the calendar month next preceding such

interest payment date, except that interest not duly paid or provided for when due shall be payable to the person in whose name this obligation is registered at the close of business on a special record date to be fixed for the payment of defaulted interest. Such defaulted interest shall be payable to the person in whose name such obligation is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed to the owner of the obligation not less than 15 days preceding such special record date. Such notice shall be mailed to the owner in whose name this obligation is registered at the close of business on the fifth day preceding the date of mailing. If the Trustee registers the transfer on any obligation subsequent to the mailing of such notice and on or before the special record date, any such notice of payment of defaulted interest shall be binding upon the transferee and a copy of the notice of payment of defaulted interest shall be delivered by the Trustee to the transferee along with the obligation or obligations. (Any payment due hereon which shall not be paid when due shall bear interest at the rate of interest, compounded semiannually, set forth above from the date such payment is due until the payment is made.)

Principal of and interest on this obligation are payable in lawful money of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts. Payments of principal and interest (other than those due on the Payment Date identified above) will be made by wire transfer of immediately available funds. Payments of principal and interest due on such Payment Date will be paid upon physical delivery and surrender of this obligation to the Trustee.

This obligation is one of a series, limited in aggregate original principal amount of $____,000 (the *"Series 2019 Obligations"*), executed and delivered under the Trust Agreement which are limited, special revenue obligations, payable solely from the sources (particularly the Utility System Purchase Agreement) and in the manner described in the Trust Agreement, in order to finance certain property comprising the works of the utility system of the City. The payments to be made by the City pursuant to the Utility System Purchase Agreement are to be in an amount sufficient to make the payments due on the Series 2019 Obligations, and payments by the City under the Utility System Purchase Agreement are to be made from, and secured by a pledge of, certain revenues to be derived by the City from such system. Under the restrictions set out in the Utility System Purchase Agreement, additional parity obligations have been and may be incurred by the City payable from such revenues. (No senior obligations may be incurred by the City payable from such revenues.) For a more complete statement of the provisions made to secure payment of the Series 2019 Obligations, the revenues from and conditions under which this obligation is payable, statements of the terms under which the Utility System Purchase Agreement may be modified and the general covenants and provisions pursuant to which this obligation is issued, reference is made to the Trust Agreement.

This obligation shall not constitute a debt of the City, the State of Arizona or any political subdivision thereof within the meaning of any provision of the Constitution or laws of the State of Arizona and shall not constitute or give rise to a pecuniary liability of the City, the State or any other political subdivision thereof or a charge against the general credit or taxing powers of any of them. This obligation and the interest hereon are enforceable exclusively from the revenues pledged thereto in the Utility System Purchase Agreement, and no owner hereof shall have the

right to compel any exercise of the taxing power of the City to pay this obligation or the interest hereon.

Counterparts or copies of the Trust Agreement and the other documents referred to herein are on file at the designated office of the Trustee, and reference is hereby made thereto and to the documents referred to therein for the provisions thereof, including the provisions with respect to the rights, obligations, duties and immunities of the Trustee, the City, and the registered owners of the Series 2019 Obligations under such documents, to all of which the registered owner hereof, by acceptance of this obligation, assents.

Principal of this obligation is subject to prepayment in whole or in part on any date at a price equal to the principal amount to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

Principal on the Series 2019 Obligation shall be prepaid on July 1 of the years indicated and in the principal amounts indicated at a price equal to the amount thereof plus accrued interest to the date of prepayment, but without premium, with a final maturity amount of $____,000 payable in 20__:

Year Prepaid	Principal Amount Prepaid

The registered owner of this obligation shall have no right to enforce the provisions of the Trust Agreement or to institute an action to enforce the covenants thereof, or to take any action with respect to a default hereof, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

The Trust Agreement and other documents referred to therein may be modified or amended to the extent permitted by and as provided therein. Certain amendments, modifications or changes which would affect the rights of registered owners of Series 2019 Obligations may be made only with the consent of the registered owners of this Obligation, as provided in the Trust Agreement. Any such consent by the registered owner of this obligation shall be conclusive and binding upon such registered owner and all subsequent registered owners. However, as to certain other amendments which will not materially adversely affect the interests of the registered owners, no consent of any owner shall be required.

The Series 2019 Obligations are and shall be executed and delivered only in fully registered form.

This obligation is transferable by the registered owner thereof in person or by his attorney duly authorized in writing at the designated corporate trust office of the Trustee, but only in the manner and subject to the limitations provided for in the Trust Agreement and upon surrender and cancellation of this obligation. Upon such transfer, a new Series 2019 Obligation or Series 2019 Obligations of the remaining aggregate principal amount payable at maturity will be executed and delivered to the transferee in exchange for such Series 2019 Obligation.

The Trustee may require a registered owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Trust Agreement in connection with any exchange or transfer.

The Trustee may treat the registered owner of this obligation as the absolute owner for the purpose of receiving payment as herein provided and for all other purposes and none of them shall be affected by any notice to the contrary.

As used herein, the term "owner" means the person who at the time of any payment of a Series 2019 Obligation is entitled under the terms of such Series 2019 Obligation to payment thereof.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the execution and delivery of this obligation have existed, have happened and have been performed in due form, time and manner as required by law.

IN TESTIMONY WHEREOF, this obligation has been executed and delivered by the Trustee, acting pursuant to the Trust Agreement.

Date: .....

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By.....
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto .....
(Please Print or Typewrite Name, Address and Social Security Number or other Federal Tax Identification Number of Transferee) the within obligation and all rights thereunder, and hereby irrevocably constitutes and appoints ..... attorney to transfer the within obligation on the books kept for registration thereof, with full power of substitution in the premises.

Dated: .....

Signature Guaranteed:

.....	.....
(Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee).	Notice: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within obligation in every particular without alteration or enlargement or any change whatsoever.

The following abbreviations, when used in the inscription on the face of the within obligation, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common	UNIF GIFT/TRANS MIN ACT -- ..... (Cust.)
TEN ENT -- as tenants by the entireties	Custodian for ..... Under Uniform (Minor)
JT TEN -- as joint tenants with right of survivorship and not as tenants in common	Gifts/Transfers to Minors Act of ..... (State)

Additional abbreviations may also be used, though not in the above list.

(END OF FORM OF SERIES 2019 OBLIGATION)

19. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	04/11/2019
Meeting Date:	04/16/2019

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Odegaard to place on a future agenda a discussion about ways that the City and a developer could leverage something to create a public art space.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Odegaard has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are another two members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments:

19. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	04/11/2019
Meeting Date:	04/16/2019

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Whelan to place on a future agenda a discussion about developing a plan and recommendations for zoning for the upcoming work in the Fourth Street, Lone Tree, and I-40 corridors.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Whelan has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments: