FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
MAY 7, 2019

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

4:30 P.M. MEETING

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

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

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

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes**: City Council Combined Special Meeting/Work Session of June 26, 2018; Regular Meeting of August 21, 2018; Combined Special Meeting/Work Session of August 28, 2018; and Regular Meeting of September 4, 2018.

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. **Proclamation:** Building Safety Month

B. **Proclamation:** Economic Development Week

C. **Proclamation:** Mental Health and Wellbeing Month

7. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Justin Evans, "Hops on Birch," 22 E. Birch Avenue, Series 07 (Beer and Wine Bar), Owner Transfer.

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.

8. ROUTINE ITEMS

A. **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:

1) Read Ordinance No. 2019-06 by title only for the final time
2) City Clerk reads Ordinance No. 2019-06 by title only (if approved above)
3) Adopt Ordinance No. 2019-06

B. **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:

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

C. **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:

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

D. **Consideration and Approval of Engineering Professional Services Contract:** Coconino Estates Improvements Phase 1 Project.

STAFF RECOMMENDED ACTION:

1. Approve the Engineering Professional Services Contract to Peak Engineering, Inc. of Flagstaff, Arizona in an amount not to exceed $696,268.00, which includes a $48,577.00 Owner's Contingency (7.5% of the contract amount). The contract period is 925 calendar days; and
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of CMAR Design Phase Services Contract:**Coconino Estates Improvements Phase 1 Project

STAFF RECOMMENDED ACTION:

1. Approve the Construction Manager At Risk (CMAR) Design Phase Services Contract to Eagle Mountain Construction, Inc. of Flagstaff, Arizona in an amount not to exceed $203,579.00, which includes an $18,507.00 Owner's Contingency (10% of the contract amount excluding the Owner's Contingency). The contract period is 470 calendar days.
2. Authorize the City Manager to execute the necessary documents.

F. **Consideration and Approval of Contract:** Annual Street Maintenance and Overlay Program 2019

STAFF RECOMMENDED ACTION:

1. Approve the Street Maintenance Overlay Program 2019 and execute a Construction Manager at Risk (CMAR) Contract with C and E Paving & Grading, LLC for a Guaranteed Maximum Price (GMP) of $4,638,224.43.
2. Authorize the City Manager to execute the necessary documents.

G. **Consideration and Approval of Preliminary Plat** Request by Capital Equity Investments, LLC, for Preliminary Plat approval for Flagstaff Lofts Condominiums, a condominium subdivision consisting of six (6) residential units and one (1) commercial unit, on a .37-acre site located at 602 W. Coconino Avenue in the HR, High Density Residential Zone.

STAFF RECOMMENDED ACTION:

The Planning and Zoning Commission recommends (4-0 vote on 4/10/19) the City Council approve the Preliminary Plat.

RECESS

6:00 P.M. MEETING

RECONVENE

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

9. ROLL CALL

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

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

10. PLEDGE OF ALLEGIANCE

11. PUBLIC PARTICIPATION

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

13. REGULAR AGENDA

A. Consideration and Adoption of Ordinance No. 2019-10: An ordinance amending the Employee Handbook of regulations relating to General Definitions, Grievance Procedures, Employee Advisory Committee, Performance Evaluation System, Purchase Day Program, and Use of City Vehicles.

STAFF RECOMMENDED ACTION:

At the May 7, 2019 Council Meeting:
1) Read Ordinance No. 2019-10 by title only for the first time
2) City Clerk reads Ordinance No. 2019-10 by title only (if approved above)

At the May 21, 2019 Council Meeting:
3) Read Ordinance No. 2019-10 by title only for the final time
4) City Clerk reads Ordinance No. 2019-10 by title only (if approved above)
5) Adopt Ordinance No. 2019-10

B. Consideration and Possible Adoption of Resolution No 2019-17: A resolution authorizing the execution of an Amendment to the McMillan Mesa Village Development Agreement between MMV Devco, LLC, and the City of Flagstaff related to the development of the McMillan Mesa Village subdivision. ***(McMillan Mesa Village Amendment to Development Agreement)***

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-17 by title only
2) City Cleark reads Resolution No. 2019-17 by title only (if approved)
3) Adopt Resolution No. 2019-17

C. **City Council Site Plan Approval:** Staff is requesting City Council's approval of the three Interdepartmental Staff (IDS) approved Site Plan submittals for the Scattered Site Affordable Housing parcels, as required in the Purchase Agreement and as conditioned as part of the two Concept Zoning Map Amendments.

STAFF RECOMMENDED ACTION:

Staff recommends that Council approve the three Site Plan submittals for 1700 East Sixth Avenue, 3050 North West Street, and 303 South Lone Tree Road. (Vicinity maps attached)

14. DISCUSSION ITEMS

A. Northern Arizona Intergovernmental Public Transportation Authority's (NAIPTA) Update On Its Downtown Connection Center Project (DCC)

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

15. COUNCIL LIAISON REPORTS

16. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Mayor Evans to place on a future agenda a discussion about the correlation between sales tax dollars on a non-local purchase in Flagstaff and quantifying what those dollars specifically could fund.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Whelan to place on a future agenda a discussion about a plastic sled ordinance to stop the sale of plastic sleds or to attach a tariff to the sale of plastic sleds to pay for cleanup

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

18. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2019.

_____
Stacy Saltzburg, MMC, City Clerk

4. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	04/29/2019
Meeting Date:	05/07/2019

TITLE

Consideration and Approval of Minutes: City Council Combined Special Meeting/Work Session of June 26, 2018; Regular Meeting of August 21, 2018; Combined Special Meeting/Work Session of August 28, 2018; and Regular Meeting of September 4, 2018.

RECOMMENDED ACTION:

Approve the minutes of the City Council Combined Special Meeting/Work Session of June 26, 2018; Regular Meeting of August 21, 2018; Combined Special Meeting/Work Session of August 28, 2018; and Regular Meeting of September 4, 2018.

EXECUTIVE SUMMARY:

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

INFORMATION:

COUNCIL GOALS:

COMMUNITY OUTREACH
Enhance public transparency and accessibility.

Attachments:
06.26.2018.CCSMWS
08.21.2018.CCRM
08.28.2018.CCSMWS
09.04.2018.CCRM

COMBINED SPECIAL MEETING/WORK SESSION
TUESDAY, JUNE 26, 2018
COUNCIL CHAMBERS
211 WEST ASPEN AVE.
6:00 P.M.

SPECIAL COUNCIL MEETING

1. Call to Order

Mayor Evans called the Special Meeting of the Flagstaff City Council held June 26, 2018, to order at 6:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Pledge of Allegiance and Mission Statement

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

MISSION STATEMENT

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

3. ROLL CALL

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

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

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

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the special meeting/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.

Patricia Loven addressed Council regarding parking for the Hub development and her concerns about the City dedicating staff time to fix a developer problem. She suggested that the developer should purchase nearby lots for parking or lease parking spots from nearby retail areas.

5. Presentation of Life Saving Award by the Flagstaff Fire Department

Fire Chief Mark Gaillard stated that they have the opportunity to recognize a Flagstaff citizen who played a part in saving the life of another person.

Deputy Fire Chief Pat Stasky provided details about the incident and he and Chief Gaillard presented Patrick Klimmer a Citizen Heroism Award for his response to a medical emergency. Mr. Klimmer provided quality CPR for six minutes until emergency personnel arrived. The patient responded to the CPR and was transported to the hospital.

The Council thanked Mr. Klimmer for his heroic efforts.

6. **Consideration and Adoption of Resolution No. 2018-38:** A resolution of the City Council of the City of Flagstaff, Arizona repealing the existing Flagstaff Sign Free Zone adopted by the City Council on June 7, 2016, through Resolution No. 2016-21, and designating a revised Flagstaff Sign Free Zone pursuant to A.R.S. § 16-1019(F) and establishing an effective date.

Planning Director Dan Folke provided a PowerPoint presentation that covered the following:

SIGN FREE ZONE
ARIZONA REVISED STATUTE 16-1019
CURRENT SIGN FREE ZONE MAP
PROPOSED REVISED SIGN FREE ZONE MAP
PROPOSED SIGN FREE ZONE
DOWNTOWN AREA
CENTER OF TOWN AREA
EAST SIDE OF TOWN

Councilmember Odegaard stated that he would like to add a section at Gemini from Cedar Ave into Buffalo Park.

Councilmember Overton stated that he appreciates the work and would support no signs at all. The community clutter gets to a point where it is just unsightly and he wishes more could be done to restrict signs.

Councilmember Putzova stated that she is not supportive of having a sign free zone. She thinks that the City should regulate signs with time restrictions. Allowing political speech in the public right of way is more important than preserving the look of the community. She is in favor of free political speech and will vote no based on the concept of prohibiting signs in the right of way

Councilmember McCarthy clarified that currently no signs are allowed in the City right of way, this action will allow the City to remove them.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Resolution No. 2018-38 by title only.

Vote: 5 - 2

NAY: Councilmember Eva Putzova
Mayor Coral J. Evans

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA REPEALING THE EXISTING FLAGSTAFF SIGN FREE ZONE ADOPTED BY THE CITY COUNCIL ON JUNE 7, 2016, DESIGNATING A REVISED FLAGSTAFF SIGN FREE ZONE PURSUANT TO A.R.S. § 16-1019(F) AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2018-38.

Mayor Evans stated that she agrees with Councilmember Putzova's comments and that if the public owns the right of ways then they should be able to place signs there. Renters have been restricted from displaying signs at their place of living and while it is illegal, it is happening and difficult to prove.

Vote: 5 - 2

NAY: Councilmember Eva Putzova
Mayor Coral J. Evans

7. Adjournment

The Flagstaff City Council Special Meeting of June 26, 2018, adjourned at 6:28 p.m.

WORK SESSION

1. Call to Order

Mayor Evans called the Work Session of the Flagstaff City Council held June 26, 2018, to order at 6:28 p.m.

2. Review of Draft Agenda for the July 3, 2018, City Council Meeting.

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

Councilmember Barotz requested that the original contract for item 9-K be included with the final agenda.

Councilmember Odegaard asked for further explanation on item 9-E regarding street improvements along Woody Mountain Road. Zoning Code Manager Tiffany Antol stated that she will include additional documentation to the staff summary and be prepared to answer further questions at the meeting.

3. Discussion and possible direction from City Council regarding desired changes to current Concept Zoning Ordinance.

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

CONCEPT ZONING MAP AMENDMENT
TWO APPROACHES
INCLUDED IN BOTH APPLICATIONS
APPLICATION SPECIFIC
CONCEPT ZONE PLAN CASES
CONCEPTUAL PLAN EXAMPLE
CONCEPTUAL ELEVATIONS
WHEN IS THE CONCEPT ZONE PLAN APPROPRIATE?

Councilmember McCarthy asked when the City began concept zoning. Ms. Antol stated that it was about five years ago. Councilmember McCarthy asked if prior to concept zoning if it was just direct ordinance to which Ms. Antol answered yes.

Councilmember McCarthy asked if other cities in Arizona do concept zoning. Mr. Folke offered that in other states he has worked in zoning is simply a yes or no, there is no approval of a specific project. He has also had some jurisdictions that bring site plans for public review. The challenge is that if it is meeting the zoning standards there is little ground to stand on for disapproval. Ms. Antol added that Flagstaff is more particular and requires a lot more information than other jurisdictions in the state.

Councilmember McCarthy stated that many jurisdictions provide an opportunity for the public to weigh in on things rather than speculative zoning. Once the zoning is complete the citizens have no ability to weigh in or comment. It may make sense to go back to direct zoning but not require as much detail as before. This would allow the public the ability to provide comment.

Vice Mayor Whelan indicated that in earlier discussions about zoning changes there was discussion about having a committee like a Design Review Board and the Council was interested in learning more about that option. Ms. Antol stated that a Design Review Board is something that is on the Zoning Manager work plan for the coming year.

Councilmember Putzova stated that she would prefer for the City to remove concept zoning as an option and use what was used previously. The reason is because the community likes to be involved. She is concerned about a land owner coming to the Council asking for rezoning and proposing some future uses; if it is approved and the land is then sold with the new zoning designation it is possible for the use to change from what was previously agreed to. If the direct ordinance approach is used the entire conversation happens at the same time and there is certainty that the land will be used as intended.

Vice Mayor Whelan asked if there was a way that the City could require high density projects do a direct ordinance and smaller projects have the option to do concept zoning. Ms. Antol stated that there are categories of small and large and any time there is a high density project that comes forward staff is encouraging the applicant to go direct ordinance.

Councilmember Putzova suggested a hybrid approach that if land goes through the zoning map amendment and goes through the concept zoning approach that the site plan review happen separately where the community is involved and has the opportunity to weigh in. address the issue of not immediately knowing what the end project would be. Mr. Folke stated that staff can look into that type of process; there could possibly be a requirement that the site plan comes back to Council and identifying cases that are appropriate for concept zoning and those that would require direct ordinance.

Charlie Silver addressed Council indicating that he likes the idea of the hybrid approach and asked Council to remember that the rezoning process provides the City with leverage and assurances to the community in exchange for a zoning change.

There was a majority of Council interested in moving forward with looking at how concept zoning could be modified.

Mayor Evans stated that today is Community Development Director Mark Landsiedel's last Council meeting. On behalf of the Council, she offered appreciation for his years of service to the City and the community and wished him well on his next adventure.

4. Climate Action and Adaptation Plan: June Update

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

CLIMATE ACTION AND ADAPTATION PLAN QUARTERLY UPDATE
AGENDA
PLANNING TIMELINE
WHAT CLIMATE CHANGES CAN WE EXPECT?
COMPLETED ACTIVITIES SINCE APRIL 3, 2018
COMMUNITY CONVERSATIONS
FLAGSTAFF YOUTH CLIMATE SUMMIT
ESTABLISHED OVERARCHING GOALS
ESTABLISHED FOCUS AREA GOALS, STRATEGIES, AND ACTIONS
CONCEPT DOCUMENT
WHAT'S IN THE CONCEPT DOCUMENT
CLIMATE CHANGE IN FLAGSTAFF
FOCUS AREA GOALS AND STRATEGIES
NATURAL ENVIRONMENT GOALS
WATER RESOURCES GOALS
ENERGY GOALS
TRANSPORTATION AND LAND USE GOALS
WASTE AND CONSUMPTION GOALS
PUBLIC HEALTH AND EMERGENCY SERVICES GOALS
ECONOMIC PROSPERITY AND RECREATION GOALS
SCHEDULE AND TIMELINE
PLAN DEVELOPMENT CONTINUES
JULY OPEN HOUSE SERIES

CONTINUED OUTREACH
PLAN COMPLETION TIMELINE

Mayor Evans suggested having a presentation at the adult center to get the input of those community members who use that facility.

Council expressed appreciation for all the work that has been done and for the work that has gone into engaging the community.

5. Public Participation

None

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

Vice Mayor Whelan expressed concern about the fire restrictions and some of the confusion with the different jurisdiction restrictions. She suggested that all agencies stage fire restrictions the same way to alleviate confusion and standardize messaging. Mayor Evans suggested putting fire restriction information on the front page of the City website.

Councilmember Odegaard reported that he attended the 8th annual Moose Run in memory of Officer Moritz; it was a nice tribute.

Councilmember Odegaard also reported that the sales tax decision by the Supreme Court was a big decision for the brick and mortar businesses.

Vice Mayor Whelan stated that she and Councilmember Odegaard attended the rainbow flag raising and it was wonderful seeing that beautiful flag in front of City Hall. She thanked everyone for their work in getting that accomplished.

Ms. Goodrich stated that the next Resolutions Committee for the League of Arizona Cities and Towns will be happening very quickly in August and stated that it is likely that a Special Meeting will be coming forward for Council to weigh in on the various resolutions.

Mayor Evans stated that she attended the Pride celebration this weekend and it was bigger than ever. She mentioned that it was great to see the Flagstaff Police Department out there doing some recruitment.

She also recognized IT Director Ladd Vagen and stated that he is retiring on Monday; she thanked him for his years of service.

Mayor Evans also reported that C-SPAN is doing a Cities Tour 2018 and would like to feature Flagstaff. She is working with Ms. Goodrich and Economic Vitality Director Heidi Hansen to see how the City can accommodate that request.

Mayor Evans requested a F.A.I.R. item to discuss condemnation for public uses related to affordable housing.

7. Adjournment

The Work Session of the Flagstaff City Council held June 26, 2018, adjourned at 7:21 p.m.

_____
MAYOR

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Special Meeting of the Council of the City of Flagstaff held on June 26, 2018. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of May, 2019.

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, AUGUST 21, 2018
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
4:30 P.M. AND 6:00 P.M.

MINUTES

1. CALL TO ORDER

Vice Mayor Whelan called the Regular Meeting of August 21, 2018, to order at 4:30 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

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

Others present: Interim Deputy City Manager Kevin Treadway and City Attorney Sterling Solomon.

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

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

MISSION STATEMENT

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

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. Consideration and Approval of Minutes: City Council Regular Meeting of April 3, 2018; Regular Meeting of May 1, 2018; Special Meeting (Executive Session) of May 1, 2018; Regular Meeting of May 15, 2018; Special Meeting (Executive Session) of May 15, 2018; Special Meeting (Executive Session) of May 22, 2018; Regular Meeting of June 5, 2018; Special Meeting (Executive Session) of June 12, 2018.; Special Meeting (Executive Session) of July 3, 2018; Special Meeting (Executive Session) of July 24, 2018; Special Meeting (Executive Session) of August 7, 2018; and Special Meeting (Executive Session) of August 10, 2018.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Eva Putzova to approve the minutes of the City Council Regular Meeting of April 3, 2018; Regular Meeting of May 1, 2018; Special Meeting (Executive Session) of May 1, 2018; Regular Meeting of May 15, 2018; Special Meeting (Executive Session) of May 15, 2018; Special Meeting (Executive Session) of May 22, 2018; Regular Meeting of June 5, 2018; Special Meeting (Executive Session) of June 12, 2018.; Special Meeting (Executive Session) of July 3, 2018; Special Meeting (Executive Session) of July 24, 2018; Special Meeting (Executive Session) of August 7, 2018; and Special Meeting (Executive Session) of August 10, 2018.

Vote: 5 - 0 - Unanimously

5. PUBLIC PARTICIPATION

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

None

6. APPOINTMENTS

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

A. Consideration of Appointments: Parks and Recreation Commission.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Jim McCarthy to appoint Tim Behrens to a term expiring 2021.

Vote: 5 - 0 - Unanimously

Moved by Councilmember Eva Putzova, **seconded by** Councilmember Celia Barotz to appoint Ryan Martin to a term expiring 2020.

Vote: 5 - 0 - Unanimously

Moved by Vice Mayor Jamie Whelan, **seconded by** Councilmember Jim McCarthy to appoint Bert Crockett to a term expiring 2019.

Vote: 5 - 0 - Unanimously

Moved by Councilmember Celia Barotz, **seconded by** Councilmember Scott Overton to appoint Jennifer Grogan to a term expiring 2022.

Vote: 5 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Eva Putzova to appoint Brian Semonian to a term expiring 2021.

Vote: 5 - 0 - Unanimously

7. LIQUOR LICENSE PUBLIC HEARINGS

Vice Mayor Whelan opened the public hearing.

Police Sergeant Collin Seay provided a brief overview of the four licenses.

Vice Mayor Whelan asked the owner of Alpine Pizza, Tracy Heirigs, about a prior employee as well as the five liquor violations from 2016. Ms. Heirigs stated that the person Vice Mayor Whelan is inquiring about is no longer an employee, he retired and sold the establishment to her. She explained that he comes around occasionally and they have addressed the incident. Ms. Heirigs stated that the violations happened before she took over the management of the business.

Vice Mayor Whelan closed the public hearing.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Jim McCarthy to forward all four applications to the State with a recommendation of approval.

Vote: 5 - 0 - Unanimously

A. **Consideration and Action on Liquor License Application:** Phuengboon Kraisorn, "Pato Thai", 20 E. Route 66, Series 12 (restaurant), New License.

B. **Consideration and Action on Liquor License Application:** Tracy Heirigs, "Alpine Pizza", 7 N. Leroux St., Series 07 (beer and wine bar), Person Transfer.

C. **Consideration and Action on Liquor License Application:** Michael Funk, "Firecreek", 22 E. Route 66, Series 12 (restaurant), New License.

D. **Consideration and Action on Liquor License Application:** Lisa McCulloch, "Nomads Global Lounge", 19 W. Phoenix Ave., Series 12 (restaurant), New License.

E. **Consideration and Action on Liquor License Application:** Lauren Merrett, "Flagstaff Embassy Suites", 706 S. Milton Rd., Series 06 (bar - all spirituous liquor), Person Transfer.

8. CONSENT ITEMS

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

Moved by Councilmember Scott Overton, **seconded by** Councilmember Celia Barotz to approve Consent Item 8-A.

Vote: 5 - 0 - Unanimously

A. Consideration and Approval of Contract: Professional Services Contract with Flagstaff Child & Family Counseling Center, PLLC. to provide traumatic counseling services for public safety employees, plus related services.

Approve the Contract for Professional Services with Flagstaff Child & Family Counseling Center, PLLC.

9. ROUTINE ITEMS

A. Consideration and Approval of Off-Track Wagering Facility Permit: J&J Equine Enterprises, LLC, dba Arizona Downs, located at The Museum Club, 3404 Route 66.

Sergeant Seay provided a brief background on the off-track wagering application.

A written comment card in support of the Off-Track Wagering Facility Permit was received by David Auther.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Celia Barotz to approve the Off-Track Wagering Facility Permit with J&J Equine Enterprises, LLC, dba Arizona Downs, located at the Museum Club, 3404 Route 66.

Vote: 5 - 0 - Unanimously

B. Consideration and Approval of Resolution No. 2018-40 and Intergovernmental Agreement: A resolution approving the Intergovernmental Agreement between the City of Flagstaff and Coconino County for election services for the November 6, 2018 election.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Eva Putzova to read Resolution No. 2018-40.

Vote: 5 - 0 - Unanimously

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND COCONINO COUNTY FOR ELECTION SERVICES FOR THE NOVEMBER 6, 2018 ELECTION.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Scott Overton to adopt Resolution No. 2018-40.

Vote: 5 - 0 - Unanimously

C. **Consideration and Adoption of Ordinance No. 2018-26 and Resolution No. 2018-36:** An ordinance and resolution *amending the Employee Handbook of Regulations and Flagstaff City Code by adopting Addendum 12 of the Employee Handbook of Regulations.*

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Celia Barotz to adopt Resolution No. 2018-36.

Vote: 5 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Celia Barotz to read Ordinance No. 2018-26 for the final time by title only.

Vote: 5 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE EMPLOYEE HANDBOOK OF REGULATIONS AND FLAGSTAFF CITY CODE, BY ADOPTING "ADDENDUM 12 OF THE EMPLOYEE HANDBOOK OF REGULATIONS" AS SET FORTH IN THAT PUBLIC RECORD ON FILE WITH THE CITY CLERK, TO AMEND GENERAL DEFINITIONS, FAMILY MEDICAL LEAVE, PARENTAL LEAVE, LEAVE WITHOUT PAY AND DONATED LEAVE POLICIES; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Jamie Whelan to adopt Ordinance No. 2018-26.

Vote: 5 - 0 - Unanimously

RECESS

The 4:30 p.m. portion of the August 21, 2018, Regular Council Meeting recessed at 4:48 p.m.

6:00 P.M. MEETING

RECONVENE

Vice Mayor Whelan reconvened the Regular Meeting of August 21, 2018, at 6:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

10. ROLL CALL

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

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

Others present: Interim Deputy City Manager Kevin Treadway and City Attorney Sterling Solomon.

11. PLEDGE OF ALLEGIANCE

The Council and audience recited the pledge of allegiance.

12. PUBLIC PARTICIPATION

Uri Farkas addressed Council about NAU Athletics' renewed commitment to the community. There has been a lot of outreach in the community and this year soccer will be a free event for everyone. He invited the Council to the Sky's the Limit kickoff event. It is a free event at the Orpheum for the public to participate in.

Marilyn Weissman addressed Council with concerns about the County's intent for making snow at Fort Tuthill for sledding and allowing water to be used for recreation purposes. She requested that the Council request a future agenda item to discuss the issue.

Alyicyn Gitlin addressed Council with concerns about the County's intent for making snow at Fort Tuthill. She would also like to see a future agenda item to discuss a policy on snow making to make determinations on when and how to use water.

Andy Fernandez addressed Council regarding water and recycling issues.

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

None

14. REGULAR AGENDA

A. Consideration and Adoption of Ordinance No. 2018-31: An ordinance amending the Flagstaff City Code, Chapter 1-14, *Personnel System*, by amending the Employee Handbook of Regulations and Ordinance 2018-19 *Fingerprint Background Checks*; providing for penalties, repeal of conflicting ordinances; severability; and establishing an effective date.

Human Resources Director Shannon Anderson explained that she is bringing back the fingerprinting ordinance because the Department of Public Safety (DPS) requested an additional sentence be added to the ordinance that clarifies that the City is using the information from DPS but will also be sending it to the Federal Bureau of Investigations.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Celia Barotz to read Ordinance No. 2018-31 for the first time by title only.

Vote: 5 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM, BY AMENDING THE EMPLOYEE HANDBOOK OF REGULATIONS AND ORDINANCE 2018-19 FINGERPRINT BACKGROUND CHECKS; PROVIDING FOR PENALTIES; REPEAL OF CONFLICTING ORDINANCES; SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

B. **Consideration and Adoption of Ordinance No. 2018-20:** A(n) ordinance amending Section 5-01-001-0001 of the Flagstaff City Code regarding fire protection services in County islands and other selected unincorporated property.

MOVED TO OCTOBER 16, 2018 COUNCIL MEETING

C. **Consideration and Adoption of Resolution No. 2018-42 approving Intergovernmental Agreement with ADOT for P3/Mill Town Project:** A resolution approving an Intergovernmental Agreement (IGA) between the City of Flagstaff (City) and the Arizona Department of Transportation (ADOT) related to the P3/Mill Town project. *(IGA detailing real estate transactions between the parties to facilitate transportation improvements, ADOT relocation, and development of former City and ADOT properties)*

MOVED TO AUGUST 28, 2018 SPECIAL MEETING

15. DISCUSSION ITEMS

A. **Discussion/Presentation:** Economic Development Administration, Revolving Loan Fund Transfer to Rural Community Assistance Corporation.

Grants and Contracts Manager Stacey Brechler-Knaggs and Business Retention and Expansion Manager John Saltonstall introduced Rural Community Assistance Corporation CEO Stan Keesling and Director of Loan Funds Juanita Halstrom who provided a PowerPoint presentation that covered the following:

RCAC
RCAS COMMUNITY DEVELOPMENT PROGRAM AREAS
RCAC'S 13 WESTERN STATES SERVICE AREA
RCAC LOAN FUND
LOAN FUND PROGRAM AREAS
SMALL BUSINESS LOAN PROGRAM
BUSINESS LOANS – GENERAL
WORKING CAPITAL LOANS
LINES OF CREDIT
TERM LOANS

Mr. Keesling stated that they will be working closely with the City Council and staff to identify opportunities for loans and expansion.

Councilmember Overton asked what types of industries they look for most often.
Mr. Keesling stated that they do not have a specialty, they have worked with a number of different industries ranging from hospitality to commercial industry.

Councilmember Barotz asked what the budget of the organization is. Mr. Keesling stated that their operating budget is about $18 million on a yearly basis.

Vice Mayor Whelan asked for additional details about their marketing efforts. Mr. Keesling stated that they are in Flagstaff exploring and they will be doing further outreach and hope to build connections with the City, the County, and NACOG. They will also be meeting with the Chamber of Commerce and their members.

B. **Discussion/Presentation**: Flagstaff Regional Plan 2030: 2017 Annual Report

Associate Planner Carlton Johnson provided a PowerPoint presentation that covered the following:

2017 ANNUAL REPORT
WHY IS THERE A REGIONAL PLAN ANNUAL REPORT?
WHERE CAN YOU FIND THE REPORT?
ANNUAL REPORT OBJECTIVES
ANNUAL REPORT ORGANIZATION
KEY INSIGHTS
- NATURAL ENVIRONMENT
- BUILT ENVIRONMENT
- HUMAN ENVIRONMENT

NATURAL ENVIRONMENT
WATER RESOURCES
BUILT ENVIRONMENT
- COMMUNITY CHARACTER
- GROWTH AREAS & LAND USE
- TRANSPORTATION
- COST OF DEVELOPMENT

HUMAN ENVIRONMENT
- INDICATORS OF OVERALL COMMUNITY WELL BEING
- NEIGHBORHOODS, HOUSING & URBAN CONSERVATION
- ECONOMIC DEVELOPMENT
- RECREATION

WHAT METRICS ARE NEW, WITHDRAWN, OR MISSING?
MOST CITED GOALS IN STAFF MEMOS TO COUNCIL
REGIONAL PLAN ACCOMPLISHMENTS
SOUTHSIDE COMMUNITY PLAN
OTHER CURRENT WORK
FUTURE PROJECTS

Councilmember McCarthy asked about the status of the High Occupancy Housing Plan.
Mr. Johnson stated that the Plan is fully adopted and active, anything that needs rezoning related to high occupancy would be required to reference the Plan and meet the requirements and guidelines.

C. **Discussion:** Options for assisting individuals without shelter including recreational vehicle parking restrictions.

Interim Police Chief Dan Musselman stated that Council expressed interested in discussing the possibility of a safe lot program to provide services to those without permanent shelter, especially those individuals who own a vehicle or RV and do not take advantage of shelter options. Safe lots are defined as a safe place to park with restroom access, security guard, and social service resources.

Some people prefer vehicles, they offer a sense of privacy and safety. Current City codes limit the location and duration where persons can live in a recreation vehicle. Some communities that have instituted safe parking lots have experience feedback and concerns about the lots bringing in more noise, trash, and crime into the neighborhood as well as taking up parking spaces. Some communities have also seen public health concerns with increased hepatitis outbreaks. Flagstaff would also be susceptible to wildlife attraction and severe weather impacts. Additional costs for fencing, power, water, port-a-potties, dumpsters, and security need to be considered as well.

Housing and Grants Administrator Leah Bloom continued the presentation. Ms. Bloom stated that all of Flagstaff's key agencies are participating in Front Door which serves individuals and families experiencing homelessness. Many of the people who have utilized the Front Door Program are now permanently housed.

The 2018 Point in Time count showed that there were 86 un-sheltered households in Coconino County; of that, 14 spent the night in vehicles, 12 of which were in Flagstaff. While some homeless advocates are opposed to safe parking programs there are others who are supportive, especially in areas that have a high number of vehicular homeless populations.

Councilmember McCarthy asked if there are other cities that have programs that have worked well. Chief Musselman stated that most of the articles that he found were negative including reports from those utilizing the services. It is difficult to know because most of what is reported only stems from something contentious. Ms. Bloom added that the programs did offer a safe place for people to park and sleep without fear of citation but there were a number of issues with trash, sanitation, safety, and people refusing to move their vehicles when required.

Councilmember Putzova asked if there is some kind of social service agency that deals with homelessness and studies the different models, not from the police perspective but from the social service side. Ms. Bloom asked Executive Director of Flagstaff Shelter Services Ross Altenbaugh to field that question along with any others from the Council.

Ms. Altenbaugh stated that Flagstaff Shelter Service (FSS) is the largest emergency shelter in northern Arizona and they serve all individuals. In 2014 the forest was closed and FSS agreed to provide shelter and resources to those exiting the forest. These people were immediately assessed by the Front Door Program and some were able to be permanently housed. FSS has a parking lot that allows people to park and sleep. There is a loss of connection with people experiencing homelessness by opening a parking lot. Front Door offers assistance much quicker than other options but in order for it to work people have to be connected to the programs. Instead of encouraging people to sleep in their cars, those resources should be directed to getting those people connected with the amazing services that already exist in the community.

Councilmember McCarthy asked Ms. Altenbaugh if her recommendation is to keep things the way they are now. Ms. Altenbaugh stated yes, getting people to where they can get access to services is key and having a program with people working together to get these people to solutions and services is the win.

The following individuals spoke concerning the development of a safe lot program:

- Emily Melhorn
- Jody Clements
- Thomas Isakson
- Norma Gallegos

The following comments were received:

- Change the Zoning Code to allow RVs on the street for more than five days per month.
- Allowing people to sleep in their cars allows them to save money and minimize fire risk.
- There are noise and littering ordinances that can enforce those types of concerns.
- Do not let those who behave badly ruin the possibility for safe options for others.
- Living in an RV has allowed me to save money, I could not have done that living in an apartment.
- This is not an ask to do more it is an ask to do less and allow sleeping in vehicles.
- Being placed in permanent housing is not a solution for everyone.
- Safe parking has worked in Santa Barbara since 2004.
- A parking shelter can be well run and it can be a pipeline for people to get access to other services.
- If people are in one safe place they are more likely to get the services they need.
- There are concerns with allowing a designated space for sleeping and living activities.
- There are great services available in town, focus and improve on those.

Vice Mayor Whelan asked how many people live in their vehicles. Ms. Bloom stated that the last Point in Time count showed 14 individuals or families living in vehicles. Ms. Bloom explained that there is a collaborative effort and the PATH program is a partner that goes into the woods seeking out RVs and campers to make sure they have life sustaining supplies. There is a large partnership with NAU for volunteers who walk through the parks and various areas around the community to ensure that the count is accurate.

Vice Mayor Whelan asked if someone goes through Front Door, gets the services they need and having a place to park their RV is all that they need, if there are options for them. Ms. Altenbaugh stated that when an individual indicates a need, they help get them there. The program is not designed to prescribe to people what they must do and how they must live, they work with all the different things that people want and need to be successful. They are not trying to put people in housing that do not want to be there.

Councilmember Putzova stated that she would like to see the City explore, through contracting with appropriate agencies, a model that can be successful and integrated into the community. She would also like staff to explore a change in the Zoning Code; it is getting more expensive to live in Flagstaff and living in RVs may become the only option. In many cities, people are not so poor they cannot live but the housing is out of reach.

Ms. Altenbaugh offered that if someone is living or sleeping in a vehicle they meet the federal standard for homelessness and this type of program is keeping people homeless and in their cars, the focus needs to be looking more at ending homelessness. There is not enough money to end homelessness but the effort and services are there. Put funding in to services and housing development.

Housing Director Sarah Darr stated that there will be discussion coming to Council in the fall to discuss the continuum of care and what is happening in the community. She suggested that this topic could be included in that discussion.

Interim Planning Director Tiffany Antol stated that she could do some research on what other cities do with regard to RV parking in commercial and residential areas. There are some other areas that need to be addressed with this such as the usage of RVs for short term rentals like Air BnB. It will be a discussion about how far to open that door and what services will be provided and for how long. The City currently does not allow RV's as a housing element on a residential lot. The more the Council can narrow down what they are looking for the more helpful it will be to staff.

Councilmember Putzova stated that she is not interested in renting RVs or space to put RVs but instead removing the time frame restrictions and allowing people to stay for whatever period of time necessary.

Councilmember McCarthy stated that he does not think the focus should be on allowing camping in residential areas. He believes that it is more about small scale living in RVs in designated areas.

Four members of Council were supportive of moving the discussion forward to a future agenda.

16. COUNCIL LIAISON REPORTS

Councilmember Barotz stated that there will be an item on the September 4, 2018 meeting to appoint an alternate for the FMPO Board if anyone is interested in taking on that assignment.

Vice Mayor Whelan reported that she attended the CJCC meeting and participated in two sessions of strategic planning to set goals and priorities. She also reported that she had two meetings with Growing Pains and the community at the Murdoch Center to discuss initial points given by community members and provide an update on what has been done and what can be set as goals moving forward.

Vice Mayor Whelan congratulated Erika Mazza for being chosen as the new CEO and General Manager of NAIPTA. She also congratulated NAIPTA for receiving a $2.9 million grant of which $2.2 million will be used for Kasper Drive.

Vice Mayor Whelan reported that she attended the North Country Health Care in celebration of National Healthcare week. She thanked the them for all the work they do for Flagstaff and the communities across Arizona.

Vice Mayor Whelan reported that the NACOG Regional Transportation Study is ongoing. It is a multi-agency effort to study what is already happening in transportation in northern Arizona and where coordination and attention needs to be to fill in the blank spots.

17. FUTURE AGENDA ITEM REQUESTS

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

None

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

Councilmember McCarthy reported that he attended a Coconino County Board of Supervisors meeting about snowmaking at Fort Tuthill. The City has expended significant resources to foster a culture of water conservation and if potable water is used for snowmaking it would be counter to this culture. Councilmember McCarthy requested a F.A.I.R. item to have a conversation about snowmaking and other water uses.

Councilmember Barotz requested a F.A.I.R. item to discuss specific policies regarding the use of potable water for the use of snowmaking both inside and outside city limits. Specifically, a discussion about creating policy so there is clear guidance for future applicants.

Councilmember Putzova stated that water policy and goals should be discussed during the next rate study so the water services rate can be accurately reflect permitted uses.

Councilmember Putzova requested a F.A.I.R. item to discuss the Council sending a letter to APS asking them to refrain from influencing electoral politics.

Vice Mayor Whelan requested a F.A.I.R. item to discuss the of the landfill and the organic waste that goes into the landfill.

19. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held August 21, 2018, adjourned at 8:20 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on August 21, 2018. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of May, 2019.

_____
CITY CLERK

COMBINED SPECIAL MEETING/WORK SESSION
TUESDAY, AUGUST 28, 2018
COUNCIL CHAMBERS
211 WEST ASPEN AVE.
6:00 P.M.

SPECIAL COUNCIL MEETING

1. Call to Order

Mayor Evans called the Special Meeting of the Flagstaff City Council held August 28, 2018, to order at 6:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Pledge of Allegiance and Mission Statement

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

MISSION STATEMENT

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

3. ROLL CALL

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

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

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

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the special meeting/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.

Mayor Evans asked James Hasapis to come forward to sing the National Anthem in honor of Senator John McCain

The following individuals addressed Council regarding recent ICE operations:

- Marcus Ford
- Sandra Lubarsky
- Marilyn Weissman
- Leah Mundell
- Andy Fernandez

The following comments were received:

- The Flagstaff Police Department should be protecting the City not enforcing immigration policy.
- ICE is operating in an immoral fashion.
- Since August 23, 2018, 528 children have been separated from their parents.
- The City must do what it can to shield its immigration population from ICE.
- ICE activity strikes fear in the community and makes people less willing to contact public safety.
- The Flagstaff Police Department needs to stop cooperating with ICE.
- Separation of families and racism are happening in Flagstaff.

Written comment cards in opposition to ICE activity in Flagstaff were submitted by the following individuals:

- Naomi Morrison
- Nathan Edenhofer
- Tyler Barnard
- Ari Burford
- Kim Curtis
- Lisa Hardy
- Heather Martel

5. Recognition of the Flagstaff Girls' Softball Team

The City Council came down to the podium and Mayor Evans presented a recognition to the Flagstaff Girls’ Softball Team.

6. **Consideration and Adoption of Resolution No. 2018-42 approving Intergovernmental Agreement with ADOT for P3/Mill Town Project:** A resolution approving an Intergovernmental Agreement (IGA) between the City of Flagstaff (City) and the Arizona Department of Transportation (ADOT) related to the P3/Mill Town project. *(IGA detailing real estate transactions between the parties to facilitate transportation improvements, ADOT relocation, and development of former City and ADOT properties)*

Mr. Solomon addressed Council stating that the Intergovernmental Agreement (IGA) is the next step in the Milltown project. The IGA details the real estate transactions between the City and the Arizona Department of Transportation (ADOT).

Councilmember Putzova asked what the implications are should the Council choose not to adopt the resolution. Mr. Solomon stated that Vintage Partners, ADOT, and the City are in an agreement and if the City does not approve the IGA there are still obligations that the City is required to meet.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2018-42 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND THE ARIZONA DEPARTMENT OF TRANSPORTATION RELATED TO THE P3/MILL TOWN PROJECT FOR TRANSPORTATION IMPROVEMENTS TO BEULAH BOULEVARD AND UNIVERSITY BOULEVARD.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2018-42.

Vote: 7 - 0 - Unanimously

7. **Adjournment**

The Flagstaff City Council Special Meeting of August 28, 2018, adjourned at 6:32 p.m.

WORK SESSION

1. **Call to Order**

Mayor Evans called the Work Session of the Flagstaff City Council held August 28, 2018, to order at 6:32 p.m.

2. **Review of Draft Agenda for the July 3, 2018, City Council Meeting.**

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

Councilmember Putzova asked about item 14-C and asked for staff to provide information about inviting the type of agreement by volume.

3. Review of sound level regulations at special events.

Recreation Supervisor Claire Harper introduced Mike Dickerson with MD Acoustics. MD Acoustics has a background in municipal noise requirements and was contracted to provide a baseline measurement of sound with a follow up measurement during a permitted special event.

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

WHEELER PARK – "SPECIAL EVENT" NOISE STUDY OVERVIEW AND FINDINGS
DB FUNDAMENTALS
DBA VS DBC VS DB WEIGHTING
LOCAL ACOUSTICAL REQUIREMENTS
MONITORING LOCATIONS
MEASUREMENT SETTINGS/PARAMETERS
SUMMARY OF BASELINE NOISE
SUMMARY OF NOISE LEVELS – PART 1
SUMMARY OF NOISE LEVELS – PART 2
SUMMARY OF NOISE LEVELS – PART 3
SUMMARY OF NOISE LEVELS – PART 4
MAIN STAGE SOUND LEVELS @ 33 FT
NOISE CONTOUR MAP
CONCLUSION

Vice Mayor Whelan asked what a reasonable sound level would be at Wheeler Park.
Mr. Dickerson stated that it depends on the size of the venue and the number of people, both of which have an impact on sound. During Hullabaloo the readings never exceeded 100 dbc at 50 feet. The decibels could potentially be reduced by 10 dbc and still have an enjoyable event.

The following individuals addressed Council regarding sound levels at special events:

- Debra Block
- Joan Martini
- Roabie Johnson
- Jason Moeller
- Andy Fernandez
- Charlie Silver
- Eli Cohen
- Gina Byers

The following comments were received:

- Over 20 years living in Flagstaff, there has been a significant increase in noise level.
- Ear plugs are often needed when sitting on the front porch.
- Please lower the decibel level.
- Other communities are down around 50-55 decibels or have no amplification allowed.
- More training is needed for the people who respond to noise complaints.
- It is too bad that the City's system is predicated on complaint driven code enforcement.
- Festival producers want to work with the community and are open to options.
- The improvements in downtown are exciting and events allow people to further enjoy that space.

Councilmember McCarthy stated that many of the allowable sound levels in other communities is about 30 decibels less than Flagstaff.

Mayor Evans stated that there is one park in Sunnyside that is treated very differently than all the other parks with regard to sound. There is a lower decibel level in that park and events are required to use remote speakers. There was a design specifically for that park where speakers were placed on posts and directed towards the people attending the event. There are different ways to configure speakers and systems you can use to keep the music to where the people are.

Councilmember Putzova offered that it is always neighbors close to the event that are most impacted. Wheeler Park is not suited for concerts due to the proximity to the residential area.

Parks and Recreation Director Rebecca Sayers stated that staff has tried to work with event producers that have requested a move of the location and new events wanting to come in. The issue they run into is the lack of available space.

Councilmember Barotz asked if there is a written framework that the City operates within when promoters request a venue. Ms. Sayers stated that there is a framework; Council and staff worked on the regulations and one of the things that was decided was to not allow any new events in Wheeler Park. The other policy is historical precedence, if a particular event has been using a particular space for a period of time, they have the first right of refusal.

Councilmember Barotz asked how staff determines if the size of an event is appropriate for the venue. Ms. Sayers stated that there are some events that come to the City with an estimate of 10,000 people which we know we cannot accommodate. Staff works with producers to help find the most appropriate place for their event knowing the challenges that come with each location. Staff also works with the producers on ways to minimize their impact on the park.

A break was held from 7:41 p.m. through 7:48 p.m.

Councilmember Overton stated that it is disappointing that the community has not found a way to have co-hosted events with neighboring properties, it is becoming more and more difficult to have an event in Flagstaff and that is disappointing. There were noise complaints from the Flying Over Flagstaff event last weekend too, he understands that it can be noisy for a couple of hours but these events are what make Flagstaff enjoyable. At what point is good enough; the City has done a lot to react to the concerns and find reasonable solutions. He agrees that sound is disruptive, but it is down to 40 decibels three blocks away and it is part of living in a city. He is concerned that a move will be made to lower the sound and it will never be enough. It is a give and take and the City has given a lot.

Councilmember McCarthy suggested that staff go back and do more analysis. He also proposed reducing the limit from 90 dba at 100 feet to 75 dba at 100 feet.

Mayor Evans offered that it is a good start, but she thinks the same complaints will continue. She believes that there is a way to look at a park and determine what the best sound system is, best set up, etc.

Councilmember Odegaard stated that he is interested in turning the level down just a little bit, not so far as 75 decibels. He suggested notifying the neighbors in the area of the event to give them a heads up on what will be happening. He would recommend reducing the level by 10 decibels.

Vice Mayor Whelan agreed with the 10 decibel reduction with a re-evaluation after the event season. She emphasized the importance of community members, system designers, producers, staff, and elected officials sitting down at the beginning of the season and

discussing. The same meeting should occur at the end of the season to assess what was found.

Councilmember Barotz stated that she is supportive of a 75 decibel limit.

Councilmember Putzova indicated that she is interested in exploring regulations on how the sound carries through the neighborhood and make that a part of the event production. She indicated that she is also supportive of the 75 decibel limit.

Mayor Evans stated that she is supportive of the 75-decibel limit but added that she believes that there are other ways of mitigating the sound and would like staff to look into alternatives.

A majority of Council was supportive of lowering the decibel level to 75 for the next event season.

4. Brief Updates from Area Professionals Regarding the Flagstaff Business Community and discussion of a possible Business Listening Tour

Business Retention and Expansion Manager John Saltonstall introduced Christina Caldwell from Goodwill and Scott Hathcock from Amazon Web Services.

Ms. Caldwell provided information about Goodwill. One of Goodwill's programs is to deliver a qualified work force. The Business Services team consists of senior leadership, CAVIAT, Coconino County, Chamber of Commerce, Coconino Community College, Department of Economic Security and the City of Flagstaff. The Business Services team held a number of events over the last year that focused on internship opportunities, employer round tables, recruitment tools, and networking.

Mr. Hathcock stated that cloud computing is another first for Flagstaff. Cloud computing is the on-demand delivery of IT services over the internet, it is like a library that has things to borrow. Cloud Start was designed by Amazon Web Services and beyond helping new enterprises, it also supports workforce training. They are finalizing a workforce development deployment model that targets the underserved along with Coconino Community College and NAU students.

Mr. Saltonstall continued the presentation with a PowerPoint that covered the following:

BUSINESS COMMUNITY UPDATE & LISTENING TOUR PROPOSAL
BUSINESS LISTENING TOUR PLAN
QUARTERLY PRESENTATIONS – EVERY 5TH TUESDAY
THURSDAY TOURS
OPTIONS AND INFORMATION
POSSIBLE PRESENTATION DATES

Councilmember Odegaard stated that he thinks it is a good start. It is important to get a pulse on the business community and having them speak and providing updates to Council is very helpful and appreciated.

A majority of Council is supportive of a business listening tour and community updates. The Council would like to have sector presentations such as the tourism sector, the healthcare sector, etc.

5. Flagstaff Advanced Water Treatment Feasibility Study. ***(Information on potential advanced treatment of reclaimed water - information only)***

Regulatory Compliance Section Manager Steve Camp provided a PowerPoint presentation that covered the following:

ADVANCED WATER RECLAMATION FEASIBILITY STUDY
ADVANCED TREATMENT FACILITY FOR DIRECT POTABLE REUSE
WHY NOW?
2017 WATER DELIVERIES
FLAGSTAFF MUST BE PROACTIVE TO OBTAIN NEW WATER SUPPLIES
DPR IS JUST ONE WAY TO PROVIDE WATER FOR FUTURE GENERATIONS
PUBLIC OUTREACH PRIOR TO RULE CHANGE
PUBLIC OUTREACH COMPONENT
STATES WITH INDIRECT POTABLE REUSE RULES
STATUS OF DPR RULES BY STATE
STATUS OF ARIZONA DPR RULES AND REGULATIONS
REGULATORY APPROACH
WHAT'S UNIQUE ABOUT ARIZONA'S APPROACH
REVIEW

Mr. Camp introduced Brown and Caldwell Project Manager Robert McCandless who continued the presentation.

DEFINITION OF POTABLE REUSE
- INDIRECT POTABLE REUSE
- DIRECT POTABLE REUSE

STUDY OBJECTIVES
STAKEHOLDER INTERVIEWS
ADVANCED TREATMENT GOALS
TREATMENT OPTIONS
- USING REVERSE OSMOSIS
- USING OZONE-BIOLOGICAL FILTER

ADVANCED WATER TREATMENT PROCESS COMPARISON
RIO DE FLAG CONCEPTUAL SITE LAYOUT
WILD CAT HILL CONCEPTUAL SITE LAYOUT
RO BRINE DISPOSAL
COMPARISON
IMPLEMENTATION CONSIDERATIONS
IMPLEMENTATION TIMELINE

Vice Mayor Whelan stated that the timeline seems very short for the design of things.
Mr. McCandless stated that it can depend on the public outreach and getting the funding and financing. Water Services Director Brad Hill added that it is important to make sure that all of the due diligence is done, this is a proactive approach and the first in Arizona.

Ward Davis addressed Council and stated that Flagstaff is doing things that no one else is doing. The recommendation and the interest in indirect reuse is clear and people have indicated that they are ready for it.

Mr. Hill indicated that staff is developing a survey to be included in the next CityScape to get an idea on where the community is on the issue. It has been very clear that when there is no public buy-in the project did not go anywhere. To be successful there needs to be buy-in and an

extensive education effort.

6. Discussion of Solid Waste Rate Structure

Public Works Director Andy Bertelsen introduced Solid Waste and Fleet Director Todd Hanson and Interim Sustainability Specialist Dylan Lenzen.

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

A SUSTAINABLE SOLID WASTE FUND
DISCUSSION
HEALTH OF THE SOLID WASTE FUND
    SOLID WASTE FUND LEGAL MINIMUM BALANCE
CURRENT CONDITIONS
    LAST RATE INCREASE 2008
CURRENT RATES COMPARED TO OTHER ARIZONA CITIES
CURRENT RATES COMPARE TO OTHER CITIES OTHER THAN ARIZONA
CHANGES IN THE WASTE INDUSTRY
CURRENT AND FUTURE NEEDS
EPA RULE CHANGES
    LANDFILL GAS COLLECTION AND CONTROL VARIABLES
FUTURE NEEDS

Mr. Lenzen continued the presentation.

SERVICE INFRASTRUCTURE
    IMPLEMENTING VOLUMETRIC PRICING
    OUTREACH
    OUTREACH SPENDING COMPARED TO OTHER ARIZONA CITIES
    OUTREACH SPENDING PER RESIDENT OF SUCCESSFUL RECYCLING PROGRAMS
RETHINK WASTE
    FUNDING NEEDED TO ACHIEVE GOALS
MOVING TO A SUSTAINABLE FUND
    MOVING FORWARD

Councilmember McCarthy expressed his concern that with smaller trash bins people will just throw their trash in the recycle cans. Mr. Hanson indicated that it is a challenge and that is why there needs to be adequate resources for education.

Vice Mayor Whelan asked if there is a way to divert organic waste. Mr. Hanson stated that staff is educating the public about keeping the organic stuff separate from the other stuff during bulky pickup and two separate trucks are used in the collection.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Charlie Odegaard to continue the meeting in accordance with the Rules of Procedure.
Vote: 7 - 0 Unanimous

7. Discussion of Condemnation for public uses related to affordable housing.

Mayor Evans stated that she is not interested in the City Council using condemnation for affordable housing all over Flagstaff. She is specifically asking for consideration of 703 Blackbird Roost, formally known as Arrowhead Village.

Mr. Solomon reminded the Council that the topic for discussion is not related to a specific property and needs to be a general discussion about condemnation for affordable housing. Mayor Evans could ask for a separate F.A.I.R. item related to a specific property.

Councilmember Putzova asked if the City is required to pay a market value for a property they condemn and how that price is determined. Mr. Solomon stated that State Statutes require fair market value be paid and the value is assessed through appraisal.

A written comment card for this item was submitted by Andy Fernandez.

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

Councilmember McCarthy requested a F.A.I.R. item to discuss the Thunder over Flagstaff event last weekend to review the appropriateness of the event knowing that it disrupts the peace and quiet of the community.

Councilmember Odegaard offered thanks to Deputy City Manager Shane Dille and Mayor Evans for attending the Arizona League of Cities and Towns event last week; it was a great event.

Councilmember Odegaard requested a F.A.I.R. item to discuss bringing back the youth commission in some form. The League event always has a gathering of youth from several cities and it helps promote civics and government.

Vice Mayor Whelan congratulated the NARBHA Institute and Guidance Center for coming together on services. She also offered celebration for the Economic Vitality Section for their work in bringing in United Airlines and a direct flight to Denver.

Vice Mayor Whelan requested a F.A.I.R. item to reestablish the conversation about Thorpe Park with regards to its future use as a park or housing and use of the community building on the lot.

Councilmember Putzova stated that she attended an event on Sunday and learned that there are 1,800 beds for children who have been separated from their parents who are here without documents. She would like to have a conversation with Police and Sheriff's Departments along with the Coconino County Board of Supervisors about how Flagstaff is keeping the community safe.

Mayor Evans stated that she, along with a number of City of Flagstaff employees and community partners participated in a Community Welcome in partnership with NAU. They went into different neighborhoods and reached out to people and students about expectations and sharing information. It is the first time an event like this has been done and it was a great success.

Mayor Evans requested a F.A.I.R. item to reengage the conversation about a Code of Ethics for the City Council.

Mayor Evans also requested a F.A.I.R. item to have a discussion regarding condemnation of property in the general area of 703 Blackbird Roost for affordable housing.

9. Adjournment

The Work Session of the Flagstaff City Council held August 28, 2018, adjourned at 9:42 p.m.

_____
MAYOR

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Special Meeting of the Council of the City of Flagstaff held on August 28, 2018. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of May, 2019.

_____
CITY CLERK

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

MINUTES

1. CALL TO ORDER

Mayor Evans called the Regular Meeting of September 4, 2018, to order at 4:30 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

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

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

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

MISSION STATEMENT

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

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes**: City Council Special Meeting of March 13, 2018; Work Session of March 27, 2018; Special Meeting (Executive Session) of April 3, 2018; Work Session of April 10, 2018; Special Meeting (Executive Session) of April 17, 2018; Special Meeting (Executive Session) of May 8, 2018; Special Meeting (Executive Session) of May 29, 2018.; Work Session of May 29, 2018; Special Meeting (Executive Session) of June 5, 2018; Regular Meeting of June 19, 2018; and Special Meeting (Executive Session) of June 26, 2018; and Special Meeting (Executive Session) of August 28, 2018.

Moved by Councilmember Scott Overton, **seconded by** Vice Mayor Jamie Whelan to approve the minutes of City Council Special Meeting of March 13, 2018; Work Session of March 27, 2018; Special Meeting (Executive Session) of April 3, 2018; Work Session of April 10, 2018; Special Meeting (Executive Session) of April 17, 2018; Special Meeting (Executive Session) of May 8, 2018; Special Meeting (Executive Session) of May 29, 2018.; Work Session of May 29, 2018; Special Meeting (Executive Session) of June 5, 2018; Regular Meeting of June 19, 2018; and Special Meeting (Executive Session) of June 26, 2018; and Special Meeting (Executive Session) of August 28, 2018.

Vote: 7 - 0 - Unanimously

5. PUBLIC PARTICIPATION

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

None

6. APPOINTMENTS

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

A. Appointment of Alternate Council Representative to the FMPO Board

Councilmember Barotz stated that there should be someone to step in if any of the members of the FMPO Board are unable to attend the meeting.

Councilmember Odegaard offered to be the alternate City Council representative.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Jim McCarthy to appoint Councilmember Odegaard as the alternative City Council representative to the FMPO Board.

Vote: 7 - 0 - Unanimously

7. LIQUOR LICENSE PUBLIC HEARINGS

Mayor Evans opened the public hearing on both applications.

Police Sergeant Collin Seay provided a brief introduction and was available for questions.

Councilmember McCarthy stated that one of the applicants had not yet completed the necessary training. Sergeant Seay stated that at the time of the investigation the training had not been completed however, the completion of the training is required prior to the State issuing the license.

Vice Mayor Whelan shared concerns about the Over Easy application; the three other restaurants they have are targeted to NAU students and at each restaurant there have been violations. She also expressed concern about the delinquent taxes on several of the restaurants.

Mayor Evans closed the public hearing on both applications.

It was asked to take action on the applications separately.

A. Consideration and Action on Liquor License Application: Jeffrey Miller, "Over Easy", 2500 S. Woodlands Village Blvd, Suite 28, Series 12 (restaurant), New License.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Jim McCarthy to forward the application to the State with no recommendation.

Vote: 7 - 0 - Unanimously

B. Consideration and Action on Liquor License Application: Danny Thomas, "Hot Wok", 1451 S. Milton Rd., Series 12 (restaurant), New License.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Charlie Odegaard to forward the application to the State with a recommendation of approval.

Vote: 6 - 1

NAY: Vice Mayor Jamie Whelan

8. CONSENT ITEMS

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

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

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Cooperative Contract:** Approve the Cooperative Purchase Contract with InfoSend, Inc. for Data Processing, Printing and Mailing Services.

1) Approve the Cooperative Purchase Contract with InfoSend, Inc. through the Town of Prescott Valley Service Agreement at the established contractual pricing identified in Bid No. INF20170303 and attachments; and
2) Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Contract:** Hydrogeological Services Contract with ATC Group Services, LLC, to oversee a water supply well drilling project

Staff recommends Council approves the contract with ATC Group Services, LLC (ATC), formerly known as HydroSystems, for a time-and-materials not-to-exceed total of $408,795. Approval of this contract will authorize the City Manager to execute the necessary documents and will authorize the City to work with ATC to refine the next water supply well location, develop a conceptual well design and specifications, assist the City with developing well drilling specifications, selecting a well driller, and work on behalf of the City to oversee the well drilling and construction phase of the project.

C. **Consideration and Approval of Contract:** On-Call Consulting Services for Building Permit Plan Review and Building Inspection Services

1) Approve the On-Call Consulting Contracts with Bureau Veritas North America, Inc. and Shums Coda Associates, Inc. for building permit plan review on-call services;
2) Approve the On-Call Consulting Contracts with Bureau Veritas North America, Inc. and Shums Coda Associates, Inc. for building inspection on-call services; and
3) Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** Purchase of five (5) vehicles from Courtesy Chevrolet for the total amount of $139,690.24.

1) Approve the purchase of (1) one Traverse LS, (2) two Colorado WT midsize pickups, and (2) two Equinox LS compact SUVs from Courtesy Chevrolet; and
2) Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Cooperative Purchasing Contract:** With Pro Petroleum, Inc. for the purchase of bulk fuel under a Cooperative Purchasing Contract with Coconino County.

1) Approve the Cooperative Purchasing Contract for the purchase of bulk fuel from Pro Petroleum, Inc. at a cost identified in the Bulk Fuel Pricing section of the Independent Contractor Agreement with Coconino County; and
2) Authorize the City Manager to execute the necessary documents.

F. **Consideration and Approval of Cooperative Contract:** Approve the purchase of a new 2018 Caterpillar 430F2 Bhl IT Tier 4 Backhoe through a cooperative purchase contract with the National Intergovernmental Purchasing Alliance (National IPA).

Approve the purchase of the 2018 New Caterpillar 430F2 Backhoe from Empire Machinery and Caterpillar, Inc. through a Tuscon, Arizona Bid Pricing Agreement, No.161534, under the National IPA for $151,089.95 plus applicable sales tax, and authorize the City Manager to execute the necessary documents.

9. ROUTINE ITEMS

A. **Consideration of Appointments:** Magistrate for the Flagstaff Municipal Court.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Eva Putzova to appoint James Speed to a position of Magistrate for the Flagstaff Municipal Court.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Resolution No. 2018-34:** A resolution of the Flagstaff City Council adopting Notice of Intent to increase Stormwater rates or rate components, fees or service charges and establishing a date for a public hearing on the proposed changes for November 20, 2018

Stormwater Manager Chris Kirkendall provided a PowerPoint presentation that covered the following:

STORMWATER SERVICE CHARGE NOTICE OF INTENT
OVERVIEW
COMMUNITY NEEDS
STORMWATER TOP TEN PROJECTS

Councilmember Odegaard asked if the Columbia Circle project will be the first project in the queue because the design is completed. Mr. Kirkendall explained that the Columbia Circle project is fourth in the queue. At the $600,000 the first commitment is Wildwood Hills.

Mr. Kirkendall continued the presentation.

PREVIOUS COUNCIL DIRECTION
STORMWATER SERVICE CHARGE PROPOSAL/IMPACTS

Management Services Director Rick Tadder continued the presentation.

STORMWATER SERVICE CHARGE PROPOSAL/IMPACTS
RESIDENTIAL STORMWATER SERVICE CHARGE SCHEDULE
COMMERCIAL STORMWATER SERVICE CHARGE SCHEDULE
SUMMARY OF IMPACTS

Councilmember Putzova requested that when staff comes back in November she would like to understand the risk of going from ten to twelve years and what the exposure to the community would be by slowing down.

Mr. Kirkendall continued the presentation.

PUBLIC OUTREACH

OTHER CONSIDERATIONS
COUNTY FLOOD CONTROL DISTRICT IMPACTS

Capital Project Manager Trevor Henry continued the presentation.

ARMY CORPS OF ENGINEERS

Councilmember McCarthy asked if collecting fees now aligns with when the money is needed for the project. Mr. Tadder explained that if the fee is started now, the City starts building up a cash flow. This allows the City to be prepared when the Army Corp of Engineers (ACE) is ready to move forward.

Councilmember Barotz asked for clarification of the timeline and if ACE is serious about two years to start construction. Mr. Henry stated that the schedule now is to get 100% plans in May 2020. Once those are in hand there would be a bid advertisement for construction; they are looking at approximately August or September of 2020 to start construction on the lower reach.

Deputy City Manager Shane Dille added that the timeline to get 100% plan design of 21 months in total came from an engaged conversation with ACE which they agreed to. It is a primary focus for the upcoming Washington D.C. lobbying trip. The time associated with moving from design to solicitation for bids is solely based on the City's experience with solicitations not the timeline of ACE. ACE has agreed that it is a workable timeline and the Council message will be that they will be watching very closely.

Councilmember McCarthy asked if there was a chance that some of the costs associated with the Rio de Flag might be paid for by the County Flood Control District tax.
Mr. Kirkendall stated that they could. Once staff gets an understanding of what the District's criteria and process are, the intent is to evaluate each of those and put them in front of the District for consideration.

Mr. Kirkendall continued the presentation.

SCHEDULE MOVING FORWARD, IF NOI IS APPROVED
COUNCIL OPTIONS

Councilmember Overton stated that he understands the need for the City to take control of its own way to provide the funding match for the project. On the heels of the Flood Control District it will be difficult to not only have that assessment but also an increased stormwater fee. Paying into two systems will be difficult for people to understand. It would be helpful to know from the Flood Control District what advice or influence they may have over the City's large capital projects so the City can make adjustments on its rate proposals.

Ms. Goodrich offered that the helpful thing for the City is that it can adapt and it could come back with a rate reduction if needed. Without knowing any rules associated with the Flood Control District process for project funding, it is likely that the Council will be looking for a participatory agreement and there will likely not be 100% funding but rather a match of some sort. She does not see that the County would step up to a 100% funding level and it is wise for the City to start funding its own capital program.

Vice Mayor Whelan suggested postponing a decision to see what the County will do.
Ms. Goodrich explained that all the resolution is doing is meeting a requirement to allow for discussion and by that time there should be more information from the County.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Resolution No. 2018-34 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ADOPTING NOTICE OF INTENTION TO INCREASE STORMWATER RATES OR RATE COMPONENTS, FEES OR SERVICE CHARGES AND ESTABLISHING A DATE FOR A PUBLIC HEARING ON THE PROPOSED CHANGES; THE PUBLIC HEARING DATE TO BE NOVEMBER 20, 2018

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to adopt Resolution No. 2018-34.

Vote: 7 - 0 - Unanimously

C. **Consideration and Approval of Cooperative Contract:** 2019-4 Cooperative Purchase Contract with Baker & Taylor, Inc.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Charlie Odegaard to approved the 2019-4 Cooperative Purchase Contract with Baker & Taylor, Inc.

Vote: 7 - 0 - Unanimously

D. **Consideration and Potential Adoption of Ordinance No. 2018-28:** A potential ordinance of the Flagstaff City Council amending section 1-07-001-0005, *Salaries*, of the Flagstaff City Code and establishing an effective date.

Human Resources Director Shannon Anderson stated that this is the second read for the ordinance on the council salaries. She asked if the Council adopts the ordinance if they would like for the City Manager to reconvene the Citizens Commission on Council Salaries.

Mr. Solomon requested a recess to discuss a possible amendment to the ordinance with Ms. Anderson and the City Manager.

Mayor Evans stated that the item would be moved to the 6:00 p.m. portion of the meeting to allow time for the City Attorney to make the necessary amendments to the ordinance.

E. **Consideration and Adoption of Ordinance No. 2018-31:** An ordinance amending the Flagstaff City Code, Chapter 1-14, *Personnel System*, by amending the Employee Handbook of Regulations and Ordinance 2018-19 *Fingerprint Background Checks*; providing for penalties, repeal of conflicting ordinances; severability; and establishing an effective date.

Moved by Councilmember Scott Overton, **seconded by** Vice Mayor Jamie Whelan to read Ordinance No. 2018-31 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM, BY AMENDING THE EMPLOYEE HANDBOOK OF REGULATIONS AND ORDINANCE 2018-19 FINGERPRINT BACKGROUND CHECKS; PROVIDING FOR PENALTIES; REPEAL OF CONFLICTING ORDINANCES; SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Vice Mayor Jamie Whelan, **seconded by** Councilmember Jim McCarthy to adopt Ordinance 2018-31.

Vote: 7 - 0 - Unanimously

RECESS

The 4:30 p.m. portion of the September 4, 2018, Regular Council Meeting recessed at 5:35 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Evans reconvened the Regular Meeting of August 21, 2018, at 6:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

10. ROLL CALL

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

PRESENT: ABSENT:

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

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

11. PLEDGE OF ALLEGIANCE

The Council and audience recited the pledge of allegiance.

12. PUBLIC PARTICIPATION

Debra Block addressed Council with concerns about the noise from community events. She believes that successful community events can coexist with the neighborhoods with the appropriate regulations.

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

A. Consideration and Potential Adoption of Ordinance No. 2018-28: A potential ordinance of the Flagstaff City Council amending section 1-07-001-0005, *Salaries*, of the Flagstaff City Code and establishing an effective date.

Mr. Solomon explained that there were a couple of issues that he wanted to clarify with some language in the ordinance. The proposed amendment relates to the final two sentences of Section B of the ordinance and provides more consistency and clarity in the section. He provided the Council with the following amendment to consider.

Current

THE CITIZEN COMMISSION RECOMMENDATION AND THE ADOPTION OF THE ORDINANCE MUST BE COMPLETED PRIOR TO THE NEXT SUCCEEDING GENERAL ELECTION. THE ADJUSTED SALARIES shall take effect for those persons elected to the office of Mayor and Councilmember in the next succeeding election or, at the option of Council, the raise in salaries shall take effect when all current terms of office have expired.

Proposed

THE CITIZEN COMMISSION RECOMMENDATION AND THE ADOPTION OF THE ORDINANCE MUST BE COMPLETED PRIOR TO THE NEXT ~~SUCCEEDING~~ IMMEDIATE GENERAL ELECTION. THE ADJUSTED SALARIES shall take effect for those persons elected to the office of Mayor and Councilmember in the next ~~succeeding~~ IMMEDIATE election AND FOR THE REMAINING COUNCILMEMBERS AFTER THE SUCCEEDING ELECTION, TWO YEARS LATER. Or, at the option of Council, ALL ~~the raise in~~ ADJUSTED salaries shall take effect FOR THE MAYOR AND ALL COUNCILMEMBERS AFTER THE SUCCEEDING ELECTION, IN TWO YEARS. ~~when all current terms of office have expired.~~

Councilmember Barotz asked for clarification of the policy question, she thought that the Council had a choice on whether or not the increase would affect all at one time.
Mr. Solomon agreed that it is the choice of the Council. However no elected official can vote on an adjustment to their salary. The question is does Council want those coming in at the next election have an increase and the remaining Councilmembers do not until the next election or should all Councilmembers, new and existing, wait until the next election.

To allow Council the time to read the ordinance and proposed changes Mayor Evans changed the order of the agenda to continue the discussion after Item 15-B.

DISCUSSION CONTINUED AFTER ITEM 15-B

Councilmember Barotz asked for Ms. Anderson to review what the ordinance does as there are a number of things wrapped into it. Ms. Anderson stated that it removes the every fourth year language and added that the citizen committee could be convened upon the request of a majority of Council. It adds the ability for the City Council to ask the citizen committee to reconsider a recommendation. It also changes the timeframe for the recommendation and adoption; it had an August 1st deadline and it was changed to completion before the next general election. Ms. Anderson stated that the changes were made to provide flexibility to Council.

Councilmember Putzova stated that she would like to add the Commission on Diversity Awareness along with the Commission on Disability Awareness to the commissions called out in the ordinance. She also suggested the following language "the Council shall decide the effective date of salaries of current members of the Council which may or may not coincide of the effective date of the salaries of the incoming members of the Council."

Councilmember Overton stated that no current Councilmember can change their compensation package and Councilmember Putzova's suggestion reads the opposite. Mr. Solomon recommended the following language in place of Councilmember Putzova's "if Council determines to adjust salaries, the Council shall determine the effective date(s) of the adjusted salaries in a manner consistent with State law."

Mayor Evans asked why the citizen commission does not include all the Chairs of all the commissions. Ms. Anderson stated that it is the way the original ordinance was developed based on the input from the Council at that time. This is the first time a Council has looked at the original ordinance for possible amendments.

The Council discussed options for convening a citizen commission and what the make up of that commission would look like and how they would be appointed.

Councilmember Overton stated that he is not interested in making things more complicated and this subject is always controversial. He suggested holding off on any changes and just move forward with the adjustment of the increase.

Councilmember Barotz agreed with holding off on any changes to the ordinance.

Councilmember Putzova stated that she would like to see changes to the ordinance because the Council salaries do not achieve the change in policy that she would like to see. She would like the City Manager to reconvene the commission and have them provide recommendations that address the policy concerns that go with Council salaries.

Councilmember McCarthy stated that he is open-minded to the changes in procedure but is not interested in reconvening the commission at this time.

Councilmember Odegaard stated that he is not supportive of changing the timeframes in the ordinance or reconvening the commission.

Councilmember Putzova stated that reconvening the commission would allow discussion about policy. This would allow the commission to think about the concerns that were brought forward. Many of the Council are retired or self-employed; attracting diverse candidates for Council is difficult when they cannot afford to sit for four years. Addressing this ordinance allows the commission to have that discussion. Even if the Council choses not to take their recommendations at least there will be some policy discussion surrounding the topic.

Mayor Evans agreed and stated that the reason for reconvening the commission was to look at how the City could broaden the interest in serving on the City Council, it is unfortunate that other people cannot participate due to financial constraints.

Ordinance 2018-28 failed for lack of a motion.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to continue the meeting in accordance with the Rules of Procedure.
Vote: 7 - 0 - Unanimously

14. REGULAR AGENDA

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

Ms. Goodrich stated that as vacancies occur, the organization has an opportunity to evaluate efficiencies that may be gained with changes to the organizational structure. There are two reorganizations impacting City divisions. The first took place in 2013 with the elimination of Community Enrichment as a result of the resignation of the Community Enrichment Division Director in July 2013. Community Enrichment was created with the reorganization in August 2008 and included the Library and Recreation sections as indicated in the Community Enrichment. As a result, Recreation was moved back to Public Works and the Library was moved back under Economic Vitality. This change provided for budgetary savings during the recession.

Councilmember Barotz stated that she believed that the reorganization should have been approved by Council in 2013 and theoretically, if the Council does not approve Community Enrichment would have to be returned. Mr. Solomon responded that she was correct.

Ms. Goodrich stated that the only reason the first reorganization did not come to Council back when it was done was because staff was not aware of the Charter provision that requires the approval of Council.

Vice Mayor Whelan asked how the reorganization had been going over the last five years since it was done. Ms. Goodrich stated that it has been going well, the alignment between the Library and Economic Vitality has been very successful. There are many organizations that have Parks and Recreation function together very successfully and that has been the experience here, they work much better together than apart.

Ms. Goodrich stated that the next reorganization has not been implemented at this time. The reorganization would move Information Technology (IT) under Management Services would give Management Services Director Rick Tadder oversight of three Sections. There has been a new level of customer service and moving IT would allow for better engagement of IT services across the organization. Additionally, it would give IT an amplified voice with a Section Head and Division Director, and it will provide more opportunity for internal growth. From a financial perspective moving from and IT Division Director to IT Section Head provides salary savings that can be used to fund a much needed IT Application Administrator. The salary savings will not completely cover the position but with additional savings provided by Management Services that additional funding can be covered.

Lastly, it does provide some capacity in the City Manager's Office. The City Manager's

Office has a very aggressive work program and while the supervision of one person does not seem like much it does provide time savings in the office.

Sandy Corder addressed Council as a private citizen speaking in favor of the integration of IT into Management Services.

Councilmember Putzova stated that she is concerned about the structure; purchasing, revenue, and finance are relatively similar and IT is a completely different system. She would like to hear how the Division Director is prepared to handle the new Section.
Ms. Goodrich offered that it is not uncommon for a Division Director to depend on the subject matter expertise of their staff. What is looked at is their capability and capacity to learn and lead. Economic Vitality is a great example of this; Economic Vitality Director Heidi Hansen went through this with the addition of the Library to her Division, she took on the learning curve and the result has been very successful.

Vice Mayor Whelan stated that she supports Ms. Goodrich's recommendation and would support moving in that direction.

Mayor Evans agreed stating that it is always good when the organization looks at better utilizing its talent and increasing its efficiencies.

Councilmember Barotz stated that she does not think that it is in the best interest of the City. It may be best to have the new City Manager set up the organization the way they see as effective. The IT Director should have a seat at the table and she would feel more comfortable leaving it as it is right now and letting the permanent City Manager make the decision.

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

Vote: 4 - 3

NAY: Councilmember Celia Barotz
Councilmember Eva Putzova
Councilmember Jim McCarthy

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

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

Human Resources Analyst Denise Thompson addressed Council stating that about a year ago there was a Council discussion with the Commission on Disability Awareness about possibly changing their name. In March the commission held a strategic planning retreat and proposed a new name of "Commission on Inclusion and Adaptive Living."

Moved by Councilmember Scott Overton, **seconded by** Vice Mayor Jamie Whelan to read Ordinance No. 2018-33 by title only for the first time.

Vote: 7 - 0 - Unanimously

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

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

Mr. Solomon addressed Council to provide a brief history on reclaimed water agreements. In 2002 the City Council delegated authority to the Utilities Director to approve reclaimed water agreements. On November 7, 2017 a F.A.I.R. item was asked for to consider a retraction of that authority.

The reason the proposed ordinance included a designation between all agreements and those above two million gallons was arbitrary. It was chosen because there is a sharp uptick in usage above two million. The Council can choose to review all agreements or use some other threshold. The additional update is to change the Utilities Director title to Water Services Director to reflect the recently changed Division name.

Councilmember Putzova asked if an amendment to an existing agreement comes forward if that would that be approved by the City Council. Mr. Solomon answered yes and added that it would have to include the participation from the end user as well as the City.

Councilmember Putzova asked how many reclaimed water customers there are. Water Services Director Brad Hill stated there are 38 customers delivered to 72 different sites.

Councilmember Putzova stated that she would like all reclaimed water agreements be approved by Council.

Councilmember McCarthy stated that if Option 2 is selected the threshold should be reduced from two million to 400,000 gallons.

Councilmember Overton asked if there has been problems with how contracts are being renewed currently. Mr. Solomon stated that there have not been any issues that he is aware of. Councilmember Overton asked if the Council has to approve Out-of-City reclaimed water agreements to which Mr. Solomon answered yes.

Councilmember Putzova stated that they are talking about what the future looks like in terms of the City's system and how they are going to integrate reclaimed water into other uses. It is beneficial for the City Council to see the agreements and how the water is being used. With only 38 customers it would not be a big burden.

Councilmember Overton stated that while it may not be burdensome, he can get the same information from the Water Commission annual reports to Council. They are trying to make more political statements by approving reclaimed water agreements rather than allowing the authority to remain with the Water Services Director. He does not think it is a genuine reason to review and approve these agreements.

Councilmember McCarthy stated that he thinks Council may want to take a more active role in these agreements in the future and not leave it to staff. It is not a political statement but a more practical approach of being involved in the decisions.

Scott Olberts addressed Council asking how the change would affect existing reclaimed water users. He stated that the Council should consider what staff is telling them and leave the renewals under their authority. The staff are the experts and the staff are who the community trusts.

Mayor Evans asked if there is a currently a contract in place that it stays as is and if it comes up for renewal that is when it would come to Council for approval. Mr. Solomon confirmed.

Vice Mayor Whelan offered that she believes it is a policy issue and they are looking at it in many different ways because of the change in value of reclaimed water. It is policy and it is political at times, those two things working together means that the elected officials should be making the decisions.

Councilmember Odegaard stated that Council allows their staff experts to conduct business in order to keep the politics out of the process. Council could be bogged down with reviewing all these water issues. He prefers to keep the politics out of the policy making, staff is more than capable of doing these.

Mayor Evans stated that water discussions become devisive and it is unfortunate that there is an element of fear that the Council may cut businesses off from the water they need to function. This is about policy and making sure future generations have access to water.

Moved by Councilmember Eva Putzova, **seconded by** Vice Mayor Jamie Whelan to read Ordinance No. 2018-34 with Option 1 by title only for the first time.

Vote: 5 - 2

NAY: Councilmember Scott Overton
Councilmember Charlie Odegaard

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AMENDING THE FLAGSTAFF CITY CODE, SECTIONS 7-02-001-0001 DIVISION CREATED; 7-02-001-0024, PUBLIC RECLAIMED WATER PIPELINE EXTENSION AND CONVERSION POLICY FOR REUSERS, BY RETRACTING THE AUTHORITY TO EXECUTE CERTAIN RECLAIMED WATER AGREEMENTS, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

15. DISCUSSION ITEMS

A. Parks, Recreation, and Open Space Update

Public Works Director Andy Bertelsen introduced Sustainability Manager Nicole Antonopoulos, Parks and Recreation Director Rebecca Sayers, and Open Space Specialist Robert Wallace.

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

FLAGSTAFF PARKS, RECREATION, AND OPEN SPACE UPDATE
DISCUSSION
PARKS AND RECREATION COMMISSION PRIORITIES
RECENT UPDATES
RESOURCE/IMPACT MATRIX
BOULDER POINT PARK
BOULDER POINT PARK NEXT STEPS

Mr. Wallace continued the presentation.

FY2018 OPEN SPACE HIGHLIGHTS
VOLUNTEERS
SHULTZ CREEK TRAILHEAD
MCMILLAN MESA UPDATE
VANDALISM AT PICTURE CANYON
FUNDING

Councilmember McCarthy asked if there is any strategy for avoiding damage to the petroglyph. Mr. Wallace stated that they have upped their education through many different avenues. Having people onsite routinely is the most effective and they are working to develop a stewardship program to aid in that effort.

Councilmember Barotz asked about the parking lot at the Shultz Creek Trailhead. Ms. Antonopoulos stated that in 2015 staff was given direction to create a trailhead and since that time staff has been working toward that end.

Vice Mayor Whelan indicated that the formal paving of the parking lot is the concern. There is a need for parking but could it be done in a way that is not blacktop and lines. Ms. Antonopoulos offered that it is a consideration and they are still looking at the area and the resource overlay along with community input.

Brian Bloom addressed the Council stating that the Parks and Recreation Commission believes that parks and recreation opportunities contribute to quality of life. Flagstaff is growing and there have been no new parks in over 15 years. Many other functions and facilities pull priority but it is important to remember that parks and playgrounds are equally important; close access to forest land is not enough.

Mayor Evans shared that the girls softball team does not have a home base and they have to roam around town to find places to play. There are only a few parks that have lights, Foxglenn, Thorpe, and Continental. She asked why the girls softball team cannot have a field at Thorpe Park. Ms. Sayers stated that staff met with the softball teams last week and

are opening those lines of communication. There are several ideas internally to see if there are things that can be done; Foxglenn is an option and staff is looking into what might be changed to help them with their needs.

Vice Mayor Whelan stated that the Parks and Recreation Section does amazing things with the budget they have. It is time to have a community group help prioritize things and have a voice for the community. The budget has not changed for many years and it is time to start thinking as a Council about how to support the community and their needs.

A break was held from 7:38 p.m. through 7:50 p.m.

B. Wildlife Feeding Ordinance

Police Deputy Chief Walt Miller introduce Tim Folke, Field Supervisor for Arizona Game and Fish. Deputy Chief Miller provided a brief history of the ordinance that prohibits the feeding of wildlife within the Flagstaff city limits. Game and Fish is the investigating agency for enforcement of the ordinance; the Police Department will take calls for service from citizens and then file a report with Game and Fish.

Councilmember McCarthy asked what the definition of wildlife means and if the ordinance prohibits things such as bird feeders. Deputy Chief Miller stated that bird feeders are allowed; the ordinance is focused mainly on deer and elk.

Vice Mayor Whelan asked if the ordinance is dependent on the size of the animal, so it generally applies only to deer and elk. Mr. Folke stated that it is not only size but the science associated with wildlife. Feeding wildlife has impacts on the health of the animal as well as other health and safety hazards of humans. When animals are concentrated there is an increase in diseases, especially in deer and elk. There are economic risks as well, if there is a die off of deer or elk it will impact the open space and wildlife viewing experience. With human feeding conflicts arise and animals can become more aggressive towards humans. Heavy concentrations also brings in larger predators as well.

Mayor Evans asked if water is considered to be food to which Mr. Folke answered no. Mayor Evans asked about apple trees or the fruit left on the ground from those trees. Mr. Folke stated that apple trees are not included as well; the ordinance is specifically directed toward the placement of non-wildlife food.

Mayor Evans asked if there had been any deer or elk attacks in Flagstaff. Mr. Folke stated that there have not but there have been close calls especially during breeding season, the males have approached people aggressively.

Mayor Evans asked how many cities and counties have passed similar ordinances. Mr. Folke stated Gila County, Pinetop, Show Low, Maricopa County, Pinal County, Prescott, and Navajo County.

Mayor Evans stated that the staff summary report indicates that the records of Flagstaff Police Department show no calls for service related to the ordinance. She asked how the citations or warnings are issued if there are no calls. Mr. Folke stated that Game and Fish primarily take these calls, if calls are made to Flagstaff Police Department they are transferred to Game and Fish. Education materials are provided first with a verbal warning and then followed up with citations if there is non-compliance.

The following individuals addressed Council regarding the Wildlife Feeding Ordinance:

- Robert McDonald
- John Wilson
- Gregory Miles
- Gary Gastaldo
- Lori Gastaldo
- Joe Farnsworth
- Joe Ray

The following comments were received:

- Wildlife Biologists have overwhelmingly said that it is unhealthy and sometimes deadly for deer and elk to be fed.
- Many of the deer and elk in the area in 2016 that were being fed through troughs became sick and had to be put down.
- Feed sites concentrate deer in small areas where disease can be easily transferred.
- Young deer and elk will not learn what foods to eat and what foods to avoid when exposed to feeding stations.
- Excrement is a huge problem and creates terrible odors.
- It is not uncommon to see many deer dispersed within an large area; in my yard I have 30-50 deer traveling to the feed stations.
- There has been significant property damage to my property due to the deer coming and going through.
- The ordinance needs to be enforced.
- As long as there is water the animals will come, there is no need for additional feeding.
- My yard is beautiful because of the animals that are there and it is enjoyable to watch nature.
- The ordinance has done nothing but cause problems between neighbors.
- The concentration is not that large and it is not seen as a concern.
- I bought my house because it was mentioned that the deer really liked the area.
- Deer are all over the area, not just in one place.
- The deer do not come to the neighborhood to feed, they feed everywhere.
- The animals were here first, this is their place and people need to learn to live with them.
- The ordinance in not needed.
- People in the area are happy to see the deer.
- None of the elk or deer in the area are aggressive, as long as they are not stressed and pushed.
- If feeding was such a problem why has the State not enacted a statewide ordinance?

Mayor Evans asked how the water sources in Flagstaff are different from feeding. Mr. Folke stated that the larger bodies of water will naturally attract wildlife and the department encourages people live with wildlife but do not feed them; the issues are biological.

Mayor Evans asked what is considered a concentration. Mr. Folke stated that the concentration of deer and elk varies but it is generally about two to five animals per square mile. They predict that it is much higher around town because there are resources and when there are feeding sources that concentration goes even higher.

Councilmember McCarthy indicated that other states do not have this kind of policy and they are indifferent about animal feeding. Mr. Folke responded saying that wildlife science is evolving and as more is learned about wildlife diseases they are seeing more and more

states adopt these types of regulations.

Councilmember Putzova asked Mr. Folke to describe the situation before and after the ordinance and asked how the ordinance is working. Mr. Folke stated that the goal of the ordinance was not to get deer out of town but to give a tool to protect the wildlife from diseases and to a lesser extent human safety. Most compliance happens voluntarily. The intended purpose of education is working well. Councilmember Putzova stated that the ordinance was meant to stop the spread of disease and asked what the metric is for measuring that. Mr. Folke stated that it is hard to predict and it is truly unknown.

Mayor Evans stated that according to notes from a staff memo from some time ago, the original motivation for the ordinance was a result of a complaint by the Country Club Homeowners Association, it had nothing to do with accidents and none of the accidents that did happen could be attributed to feeding. She asked if there is a difference in statistics. Mr. Folke encouraged the Council and residents to look broader than the City of Flagstaff. There have been deaths attributed to wildlife feeding in Pinetop and Payson.

Mr. Solomon asked if the notes Mayor Evans was referring to were handwritten notes to which Mayor Evans responded yes. Mr. Solomon explained that they are not aware of where those notes originated from and have not been substantiated. Assistant City Attorney Marianne Sullivan added that it is possible that the hand written notes were based on comments made by the public at the meeting but not necessarily facts that the Legal Department has verified as true.

Councilmember Overton offered that he believes that there is a symbiotic relationship with wildlife but there should not be feeding. He is frustrated that there has been a number of warnings and only a few citations; the activity is still continuing even after five years. The goal of the ordinance was to end the practice and give Game and Fish a tool to help, it is disappointing that the City and Game and Fish cannot convince citizens that it is not good to feed wildlife. Mr. Folke stated that he believes that it is an effective tool. They cannot measure success; the behavior is deeply rooted in the care of wildlife which causes a challenge for changing the behavior.

Vice Mayor Whelan indicated that she does not believe it best to feed wildlife, especially in an urban area. She believes that wildlife will continue to frequent the area because of the water and that people need to look at other options rather than feeding. It is hard to understand why the feeding continues when the science shows that it is harmful.

Mayor Evans stated that she voted no on the ordinance in 2013 because she felt that the issue should have been handled by the Homeowners Association and between the neighbors. There are other areas in the City that have feeding of wildlife occurring but because there are no complaints nothing is done. Unless the law is enforced fairly and across the board there will be no impact.

Councilmember McCarthy feels that the law should remain the way that it is. Feeding wildlife is inappropriate; it is bad for the wildlife and the health of the species.

Councilmembers Overton and Odegaard agreed stating that they are not supportive of a change in the ordinance.

Councilmember Barotz also indicated that she is not supportive of changing the ordinance. The ordinance is in place and when laws are passed the expectation is for people to follow them, even if they do not like it.

A majority of Council is in support of leaving the Wildlife Feeding Ordinance as it is.

16. COUNCIL LIAISON REPORTS

None

17. FUTURE AGENDA ITEM REQUESTS

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

A. Future Agenda Item Request (F.A.I.R.): A request by Councilmember Odegaard to place on a future agenda a discussion about City employee compensation by looking at the budget just passed for FY2019 to see if there are unanticipated revenues to offer a one-time compensation benefit for City employees.

There was not Council support to move this item forward.

B. Future Agenda Item Request (F.A.I.R.): A request by Councilmember McCarthy to place on a future agenda a discussion about if there are unanticipated revenues in the budget; consider adding a position to the Planning Section.

There was not Council support to move this item forward.

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

Mayor Evans stated that the Governor has sent the City a request to consider recognizing October as Domestic Violence Awareness month by lighting City Hall purple. It is a month-long effort to bring awareness to domestic violence and he would like the City to join them in supporting the effort. She requested that the City consider the request.

Mayor Evans also reported that she talked with some sound experts and was told that the change the Council made would not have a negative impact if done correctly and it was unfortunate that the Daily Sun had such an inflammatory article. She requested a F.A.I.R. item to discuss a possible sound demonstration event in the park to show the community what it would sound like.

Councilmember Overton offered congratulations to Senator Kyl on this appointment. He suggested having conversations with him about the City's federal priorities.

Councilmember Odegaard recognized Duane from Facilities Maintenance as it is his last night at the City. He thanked Duane for his service and wished him well at his next job.

Mayor Evans congratulated Stacy Saltzburg for being appointed as the new City Clerk.

Ms. Goodrich stated that the City has secured a table at the United Way event on Friday. She asked the Council to please let their Assistant Erin Ulloa know if they want to attend.

Ms. Goodrich also reported that Interim Deputy City Manager Kevin Treadway will be

Acting City Manager while she and Mr. Dille will be traveling with members of the Council to Washington D.C.

Ms. Goodrich shared that she received a request from the Governor's Office to add one municipal position to the State Liquor Board. If the Council is interested in having a discussion to make a recommendation to the League she will put it on the September 11, 2018 meeting.

19. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held September 4, 2018, adjourned at 9:45 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on September 4, 2018. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of May, 2019.

_____
CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	04/29/2019
Meeting Date:	05/07/2019

TITLE:

Consideration and Action on Liquor License Application: Justin Evans, "Hops on Birch," 22 E. Birch Avenue, Series 07 (Beer and Wine Bar), Owner Transfer.

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. The Series 07 license is being transferred from Kyle Meritt from K&T Hops LLC, dba Hops on Birch to Justin Evans, Hops on Birch, LLC, located in Flagstaff. Hops on Birch is an existing business in Flagstaff that has changed ownership; if approved, it will be one of the 24 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:
The deadline for issuing a recommendation on this application is May 10, 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 April 11, 2019. No written protests have been received to date.

Attachments:
Hops on Birch - Letter to Applicant
Hearing Procedures
Series 07 Description
Hops on Birch - PD Memo
Hops on Birch - Code Memo
Hops on Birch - Map

City of Flagstaff

OFFICE OF THE CITY CLERK

April 23, 2019

Hops on Birch
Attn: Justin Evans
4114 E. Pinchot Avenue
Phoenix, AZ 85018

Dear Mr. Evans:

Your application for a new Series 07 Liquor License Hops on Birch located at 22 E. Birch Avenue, was posted on April 11, 2019. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, May 7, 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 May 2, 2019 and the application may be removed from the premises at that time.

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

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

Sincerely,

Stacy M. Fobar
Deputy City Clerk

Enclosure

City of Flagstaff

Liquor License Application
Hearing Procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

License Types: Series 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# 19-023

TO **Interim Chief Musselman**

FROM **Sgt. Collin Seay**

DATE **April 22nd, 2019**

REF **LIQUOR LICENSE APPLICATION – SERIES 7 OWNER TRANSFER- FOR "Hops on Birch"**

On April 22nd, 2019, I initiated a liquor license investigation for a Series 7 (#07030069) owner transfer for Hops on Birch at 22 E. Birch Ave. Justin Evans (Agent and Controlling Person), George Dorsey (Controlling Person), and Ian Dinno (Controlling Person) are the new applicants for the Series 7 License, and they purchased the business and license from previous owner Kyle Merritt. I contacted Justin over the phone, and he advised the business model for Hops on Birch would remain the same as the previous owner, and they would sell beer and wine from 12 pm to 2 am daily. Justin advised he has been operating Hops on Birch with an interim liquor license (#INP03000567) for the past two weeks awaiting approval to take over the Series 7 license.

I did a public records search through local databases for Justin, George and Ian, and I did not find any records of concern. Justin advised me he currently owns a Series 7 license (#07070558) in Phoenix for a business named The Wandering Tortoise. I located two liquor violations that occurred on April 4th, 2018 against this Phoenix business for failure to request ID from an underage buyer (4-241.A) and sell, give, furnish an underage person with alcohol (4-244.9). The fines for these violations are listed as paid, and Justin advised me he was not present during the violation but has since resolved the issue with his employees.

I did not locate any violations for Hops on Birch under the previous ownership or while possessing the interim permit. Justin advised he has completed the mandatory liquor courses required by Arizona Department of Liquor. He advised he would also be present at the May 7th, 2019 City Council meeting.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Tiffany Antol, Interim Planning Director

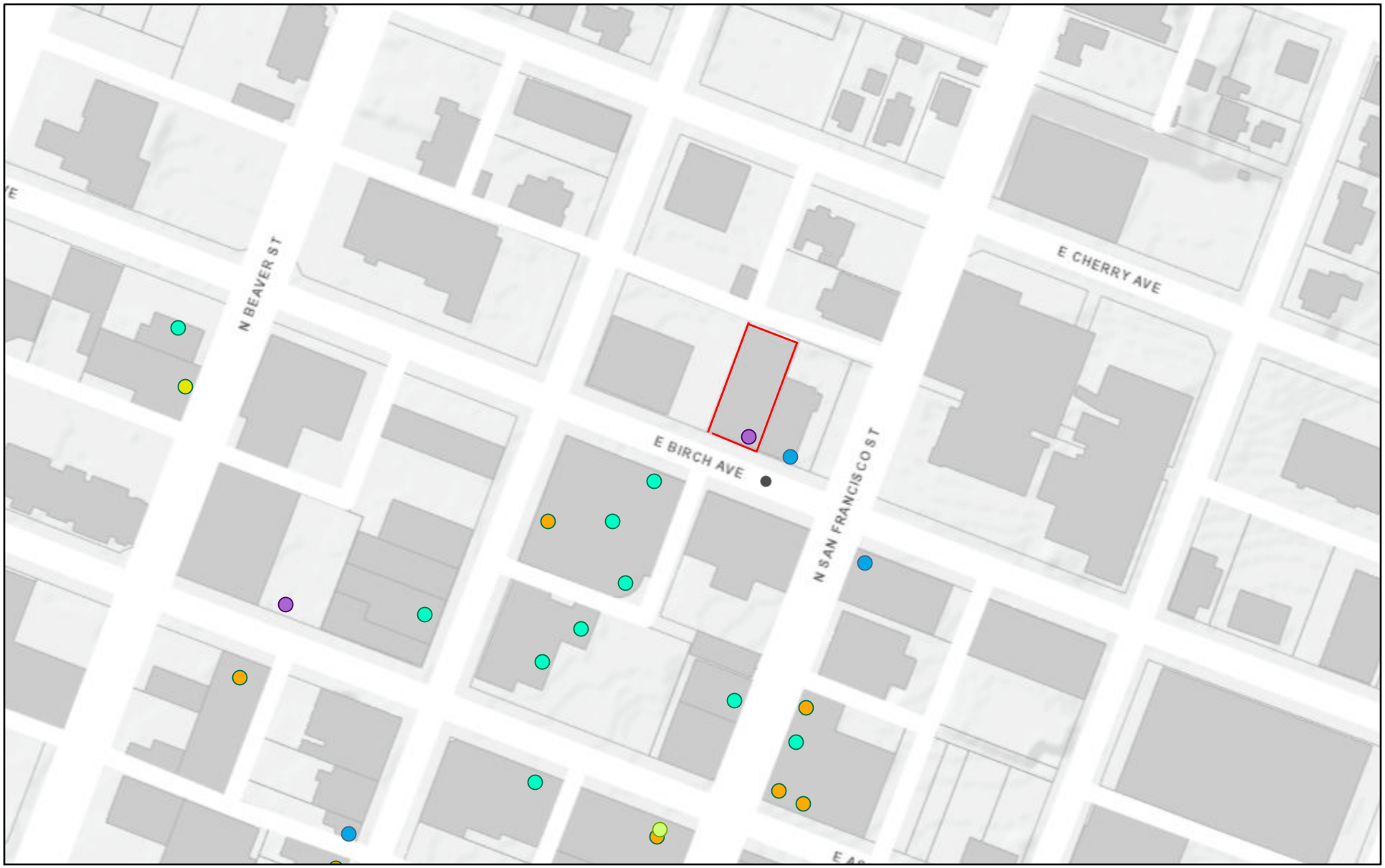
Date: April 22, 2019

Re: Application for Liquor License #60018
22 E. Birch Ave. #2, Flagstaff, Arizona 86001
Assessor's Parcel Number 101-18-002
Justin Evans on behalf of Hops on Birch

This application is a request for a transfer Series 07 Beer & Wine liquor license by Justin Evans on behalf of Hops on Birch. 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



4/23/2019, 8:16:59 AM

Liquor Licenses

- Bar
- Beer and Wine Bar
- Beer and Wine Store
- In State Microbrewery
- 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

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Rick Tadder, Management Services Director
Date:	04/29/2019
Meeting Date:	05/07/2019

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:

1) Read Ordinance No. 2019-06 by title only for the final time
2) City Clerk reads Ordinance No. 2019-06 by title only (if approved above)
3) 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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SIGNATURES 1

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 ..... (Minor) Under Uniform
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)

8. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Patrick St. Clair, Planning Development Manager
Date:	04/29/2019
Meeting Date:	05/07/2019

TITLE:

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:

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

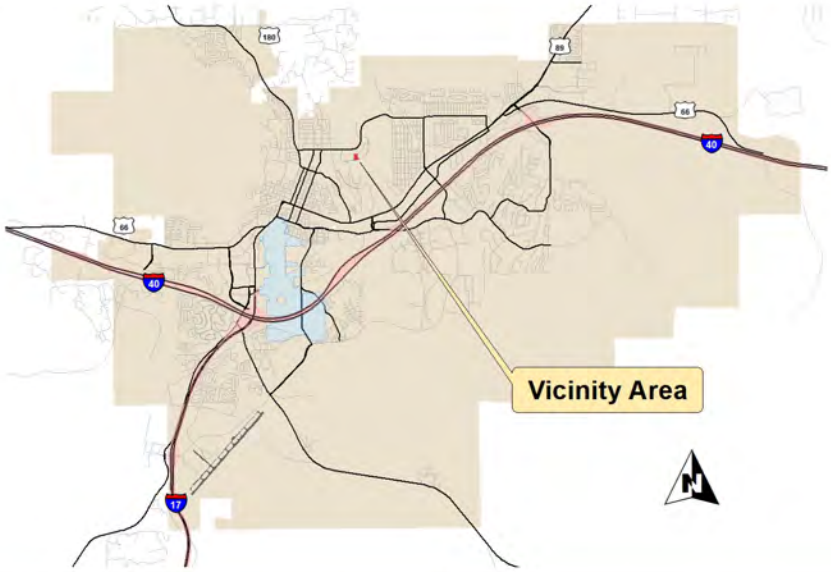
- (Recommended Action): The City Council may approve the McMillan Mesa Village Specific Plan Amendment as recommended by the Planning and Zoning Commission and staff by reading and adopting Ordinance No. 2019-07.
- The City Council may approve the McMillan MesaVillage Specific Plan Amendment with modified conditions.
- The City Council may deny the McMillan Mesa Village-specific Plan Amendment.

Attachments:

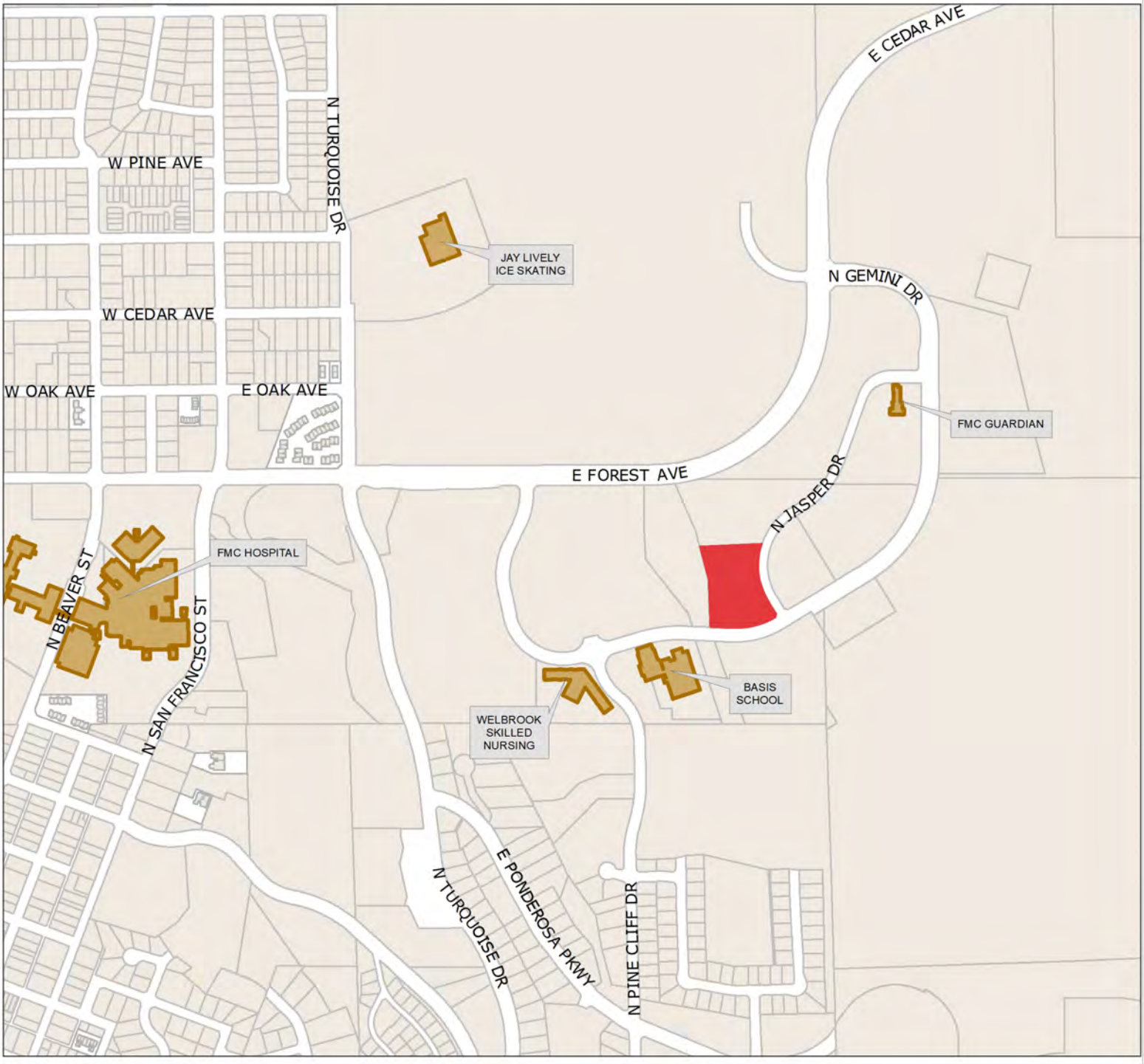
Vicinity Map
Application for Zoning Map Amendment
Legal Notice
Planning and Zoning Commission Staff Report
Zoning Map Amendment Project Narrative
Site Plan Conditions of Approval Letter
Site Plan Narrative
Approved Site Plan - Civil Drawing Set
Approved Site Plan - Landscape Drawing Set
Approved Site Plan - Architectural Drawing Set
PowerPoint Presentation
Ordinance 2019-07
Exhibit A - Specific Plan Area E1 and E2 Amended Development Options
Exhibit B

McMillan Mesa Traffic Impact Memo

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	9/19/18	MMV Devco Vickey Morris	9/19/18

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

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:

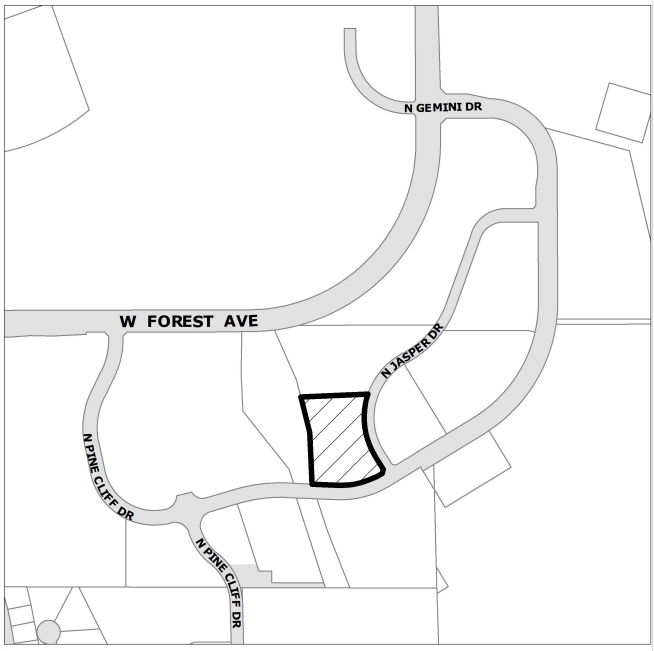
Approximately 3.34 acres located on McMillan Mesa, Coconino County Assessor's Parcel Number 101-46-0012A, located in the NE 1/4 Section 15 T21N, R7E, of the G&SRM, City of Flagstaff, Coconino County, Arizona, as shown on the adjacent map.

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
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:

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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	9/10/18	MMV Devco Vickey Morris	9/10/18

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
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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
Project No.:	PZ-18-00061-01
Project Address:	1831 N JASPER DR
Date:	August 8, 2018
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
<u>Conditions of Site Plan Submittal:</u>

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

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 — 9-20-2018 Date

Treasurer's Office — 10-31-18 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

Owner's Signature — 9/14/2018 Date

Gary M. Burton, Mgr MMV Devco LLC by The Cavan Opportunity Fund, Its Manager. — 480-627-7000 Daytime Phone Number

Print Name/Title (i.e., owner, president, CEO, etc.)

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\tconnally\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;

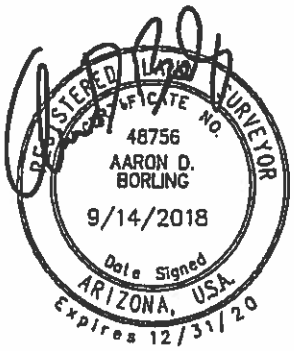
Thence continuing along said Right-of-Way line, and southwesterly along said curve, 127.60 feet through a central angle of 15°25'25" to the **TRUE POINT OF BEGINNING;**

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.

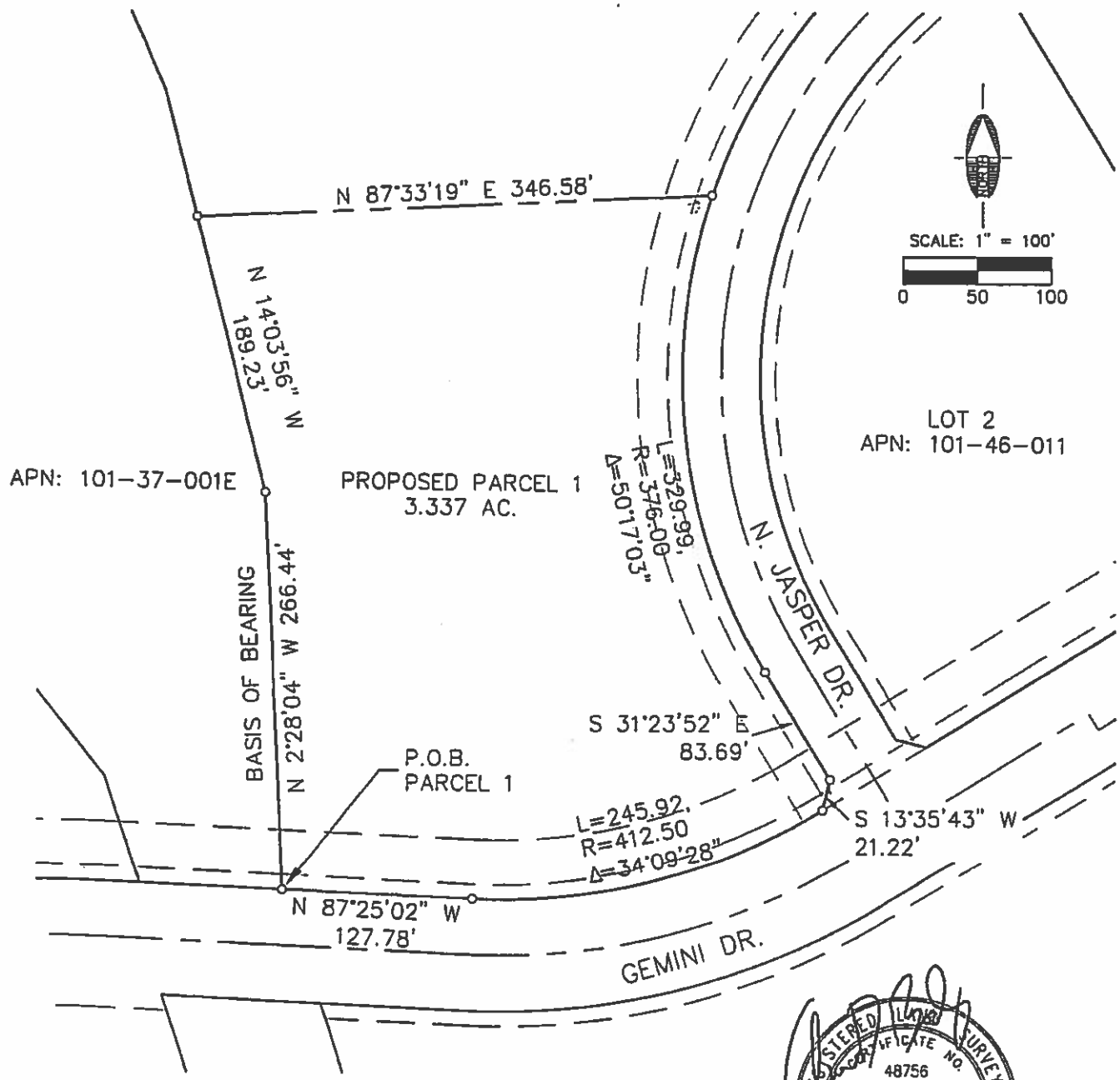
This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



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



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed: 9/14/18
ARIZONA, USA
Expires 12/31/20

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

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

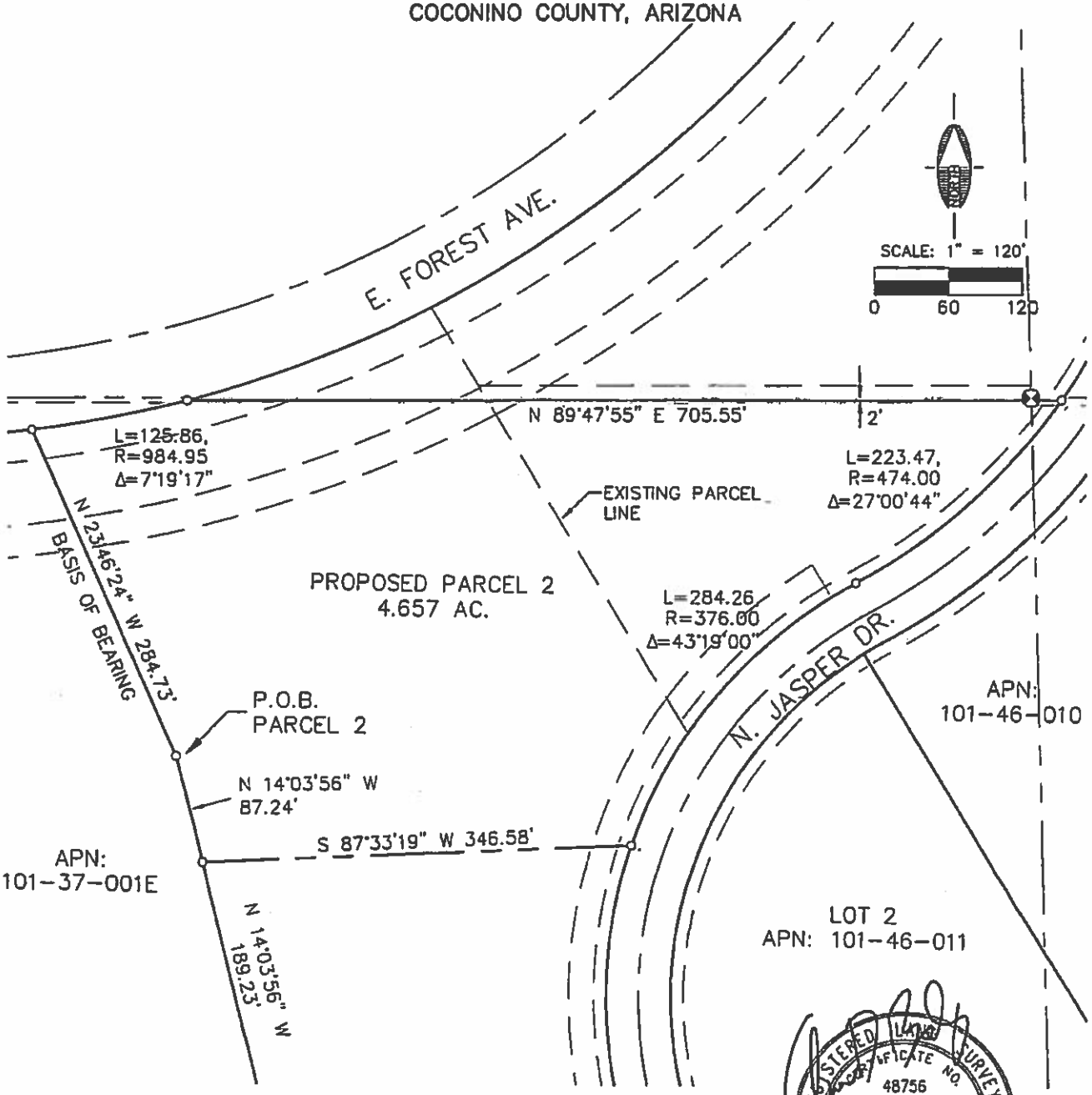
LEGAL EXHIBIT

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

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

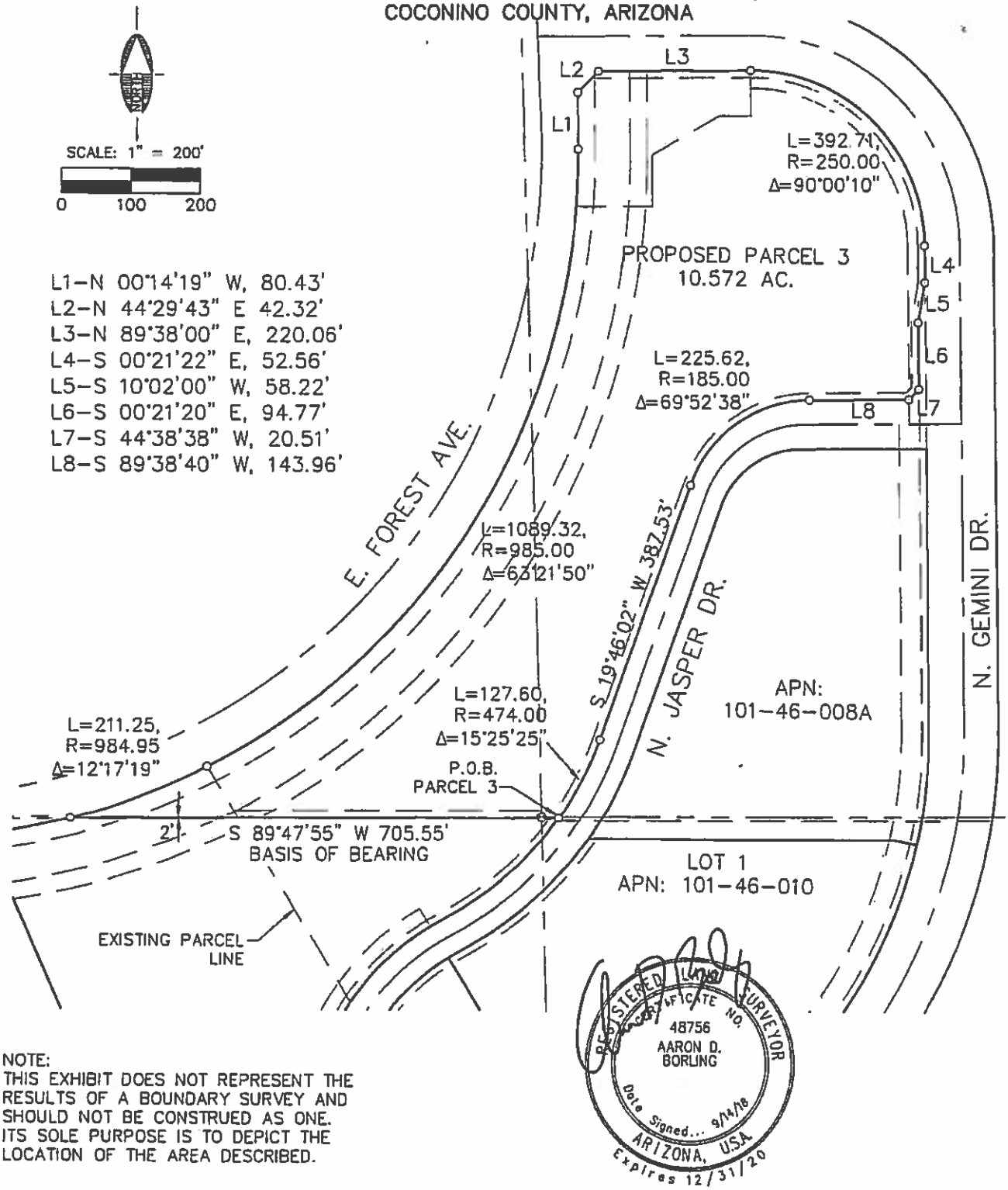
SHEET 5 OF 6

FILE: P:\2018\18033\Legal Descriptions\EXHIBIT C.dwg <<C3D_Imperial>>

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

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

FILE: P:\2018\18033\Legal Descriptions\EXHIBIT D.dwg <<C3D_Imperial>>

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)

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

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

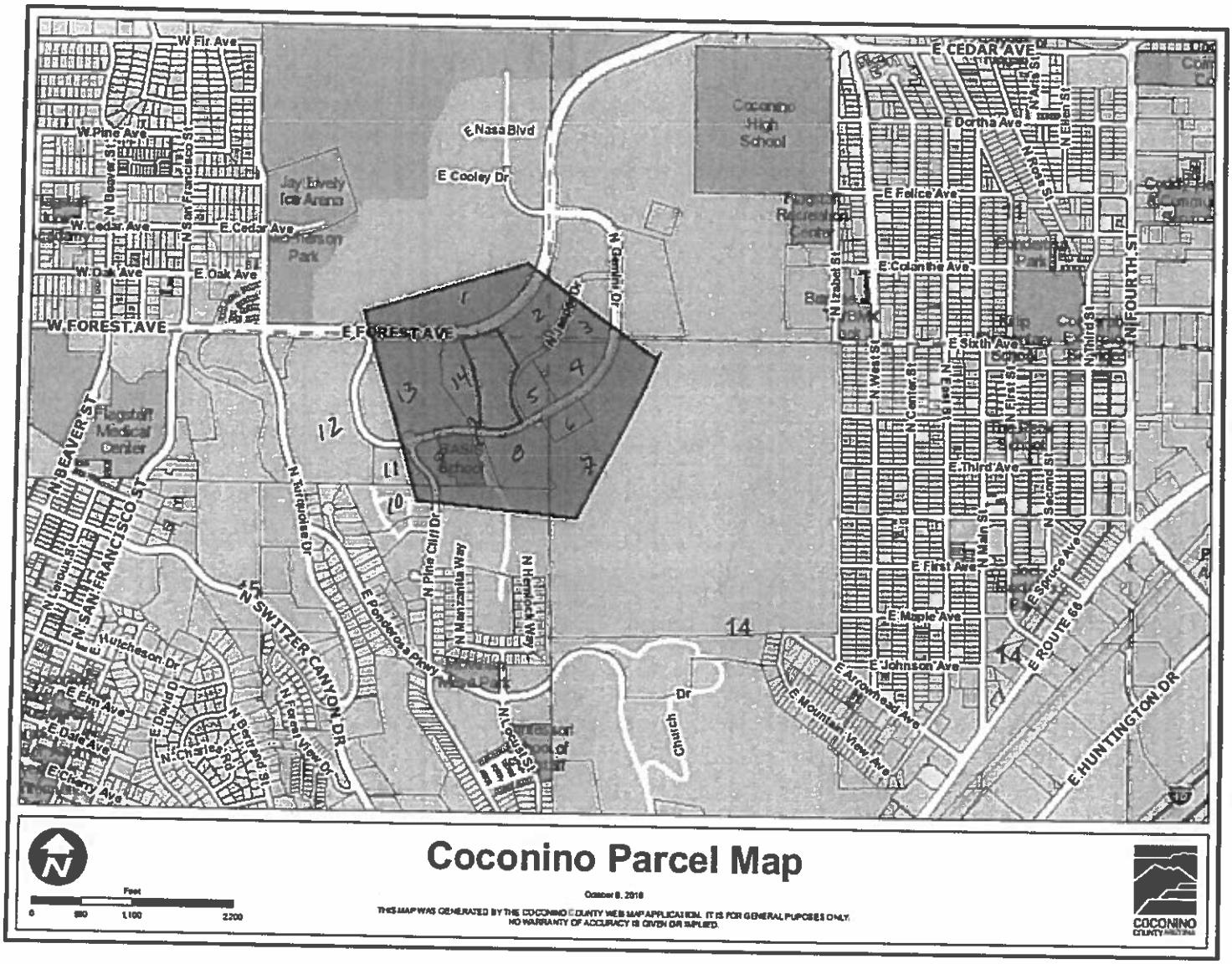
MMV DEVCO, LLC

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


W Fir Ave
W Pine Ave
E Nassa Blvd
E Cooley Dr
Coconino High School
E CEDAR AVE
E Dortha Ave
E Felice Ave
E Colanthe Ave
E Sixth Ave
E Third Ave
E First Ave
E Maple Ave
E Johnson Ave
E Arrowhead Ave
E Mountain View Ave
E ROUTE 66
E HUNTINGTON DR
N FOURTH ST
N Izabel St
N West St
N Center St
N East St
N First St
N Second St
N Main St
E Spruce Ave
Jay Lively Ice Arena
Thorpe Park
W.Cedar Ave
E.Cedar Ave
W.Oak Ave
E.Oak Ave
W.FOREST AVE
E FOREST AVE
N Gemini Dr
N Beaver St
N San Francisco St
Flagstaff Medical Center
N BEAVER ST
N SAN FRANCISCO ST
N Turquoise Dr
N Pine Cliff Dr
N Manzanita Way
N Hopi Way
E Ponderosa Pkwy
N SWITZER CANYON DR
Hutcheson Dr
E Elm Ave
E Dale Ave
E Cherry Ave
N Forest View Dr
N Charles Rd
N Beaver St
N Cosnino St
Church Dr
Basis School
12
11
10
9
8
7
6
5
4
3
2
1
14
15
Feet
0
550
1,100
2,200
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
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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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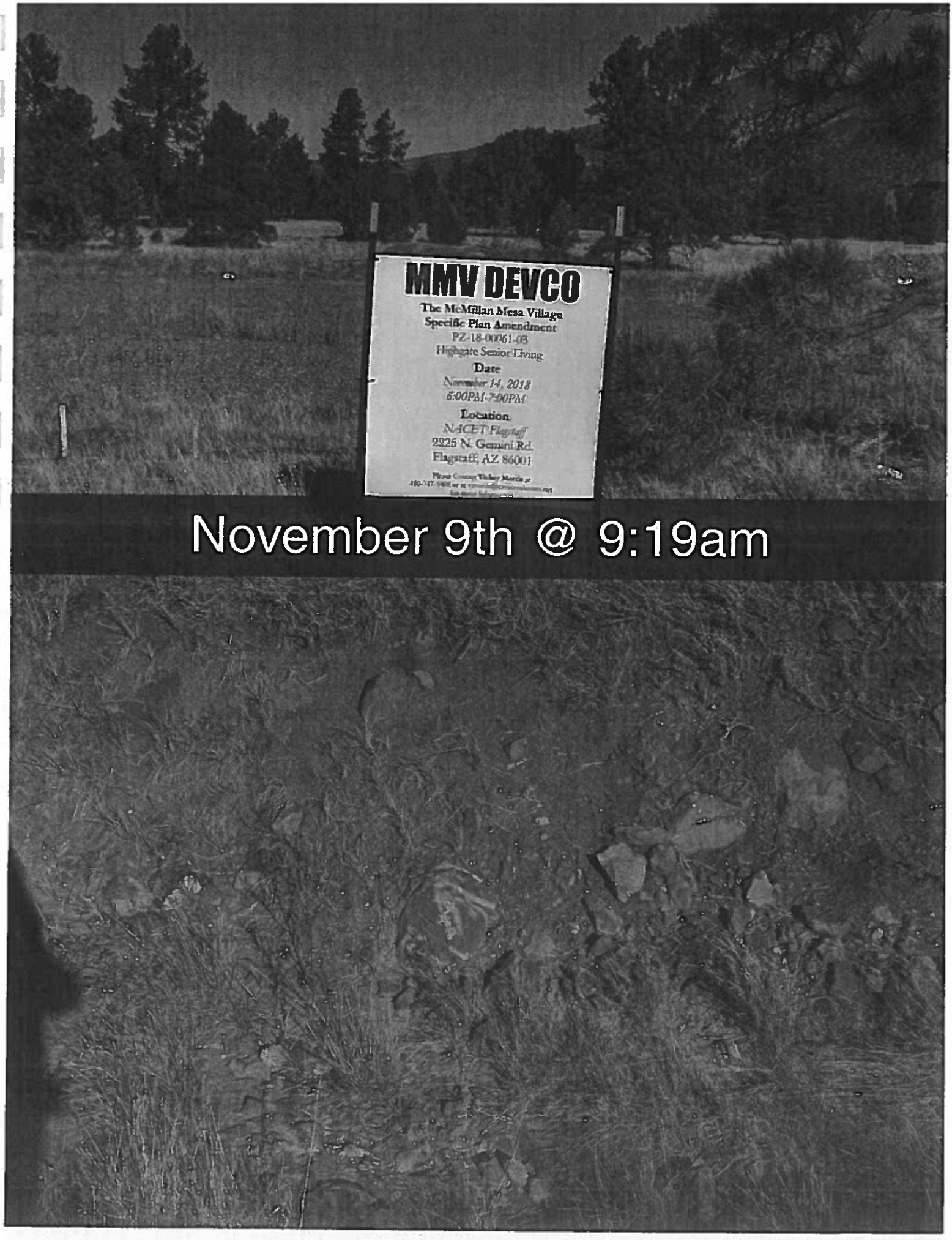
14	10137001E	City of Flagstaff	1751 N Gemini Dr	City of Flagstaff 211 W Aspen Ave Flagstaff, AZ 86001


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

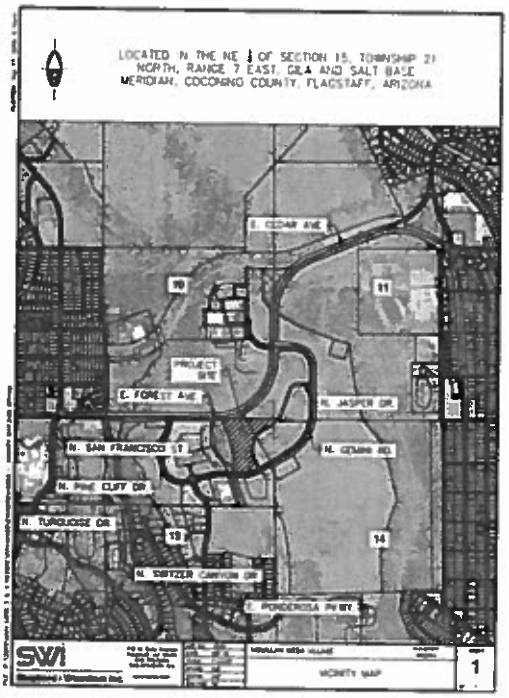
THE MCMILLAN MESA VILLAGE SPECIFIC PLAN AMENDEMENT

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.

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 set forth "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, slope 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 Cohen 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 Cohen 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 SSH 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 whereby the undersigned acquired 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: SSH 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 04005C0969G EFFECTIVE DATE SEPTEMBER 3, 2010. FEMA DESIGNATES ZONE X AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOODING.

BENCHMARK

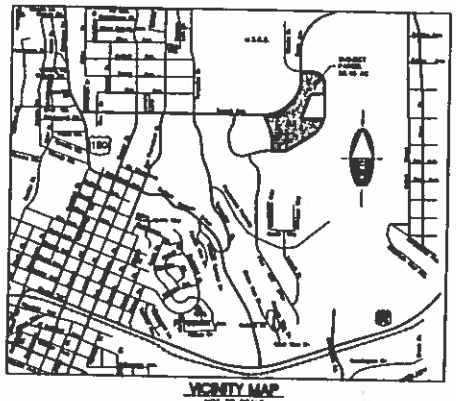
THE SITE BENCHMARK FOR THIS PROJECT IS A FOUND 3" BRASS CAP MONUMENT (COCONINO COUNTY POINT #1251) AT THE NORTHEAST CORNER OF SECTION 15 (LOCAL POINT #1758116). (NAVD 29) ELEVATION = 7408.365 FEET

COVENANTS, CONDITIONS AND RESTRICTIONS

THE LOTS SHOWN HEREON ARE SUBJECT TO THE COVENANTS, 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 & 101-40-008B

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 July, 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 July, 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 the 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 46756

Date _____

Instrument 3770983
Official Records of Coconino County
Patty Hansen, County Recorder
08/16/2016 11:01:57 AM
Requested at the Request of
COCONINO COUNTY CITY OF FLAGSTAFF

BASIS OF BEARING AND COORDINATES

LINEAR UNIT: INTERNATIONAL FEET
GEODETIC DATUM: NAD 83 (2002.0)
VERTICAL DATUM: NAVD 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
HEIGHT ABV. AT GRID ORIGIN: 0.0 FT
EASTING AT CENTRAL MERIDIAN: 715,000 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 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 1728116 (NAVD 29) USING GPS. BOTH GRID 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° 13' 46.79955" N	NORTHING = 777758.846 FT	ESTIMATED ACCURACY
LONGITUDE = 111° 39' 33.36426" W	EASTING = 699571.276 FT	HORIZ = 7 FEET
ELLIPSOID HEIGHT = 7038.836 FT	ELEVATION = 7408.652 FT	VERT = 7 FEET

POINT #230: 3" ALUM. CAP LEGENDS N 1/4 SEC 7216 BLM

LATITUDE = 35° 13' 38.48829" N	NORTHING = 767917.745 FT	ESTIMATED ACCURACY
LONGITUDE = 111° 39' 24.91249" W	EASTING = 699838.236 FT	HORIZ = 0.0 FEET FT
ELLIPSOID HEIGHT = 6988.345 FT	ELEVATION = 7358.825 FT	VERT = 0.0 FEET FT

POINT #1254 (COF # 1728116) BLM MONUMENT, 3" BRASS CAP WEDGED 1989

LATITUDE = 35° 13' 38.99823" N	NORTHING = 767729.888 FT	ESTIMATED ACCURACY
LONGITUDE = 111° 39' 53.41747" W	EASTING = 699448.998 FT	HORIZ = 0.0 FEET FT
ELLIPSOID HEIGHT = 7007.838 FT	ELEVATION = 7408.361 FT	VERT = 0.0 FEET FT

POINT #1258: 0.5" ALUM. CAP STAMPED "R 1/40 LS 14671 1999"

LATITUDE = 35° 13' 33.10827" N	NORTHING = 767605.054 FT	ESTIMATED ACCURACY
LONGITUDE = 111° 37' 53.68880" W	EASTING = 699857.582 FT	HORIZ = 0.0 FEET FT
ELLIPSOID HEIGHT = 6988.863 FT	ELEVATION = 7358.850 FT	VERT = 0.0 FEET 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
15300 NORTH 90TH STREET, SUITE 300
SCOTTSDALE, AZ 85260
(480) 627-7000

ENGINEER

SHEPHARD + WEINSTEIN, INC.
GUILLERMO CORTES, PE
110 S DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0364

SURVEYOR

SHEPHARD + WEINSTEIN, 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-

MAV DEVCO, LLC
FINAL PLAT
TRACTS 'E' AND 'F'
McMILLAN MESA VILLAGE

SVI
Shephard + Weinstein, Inc.
110 S. Dale Avenue
Flagstaff, AZ 86001
928.773.0364
928.774.9034 fax
www.svinc.com

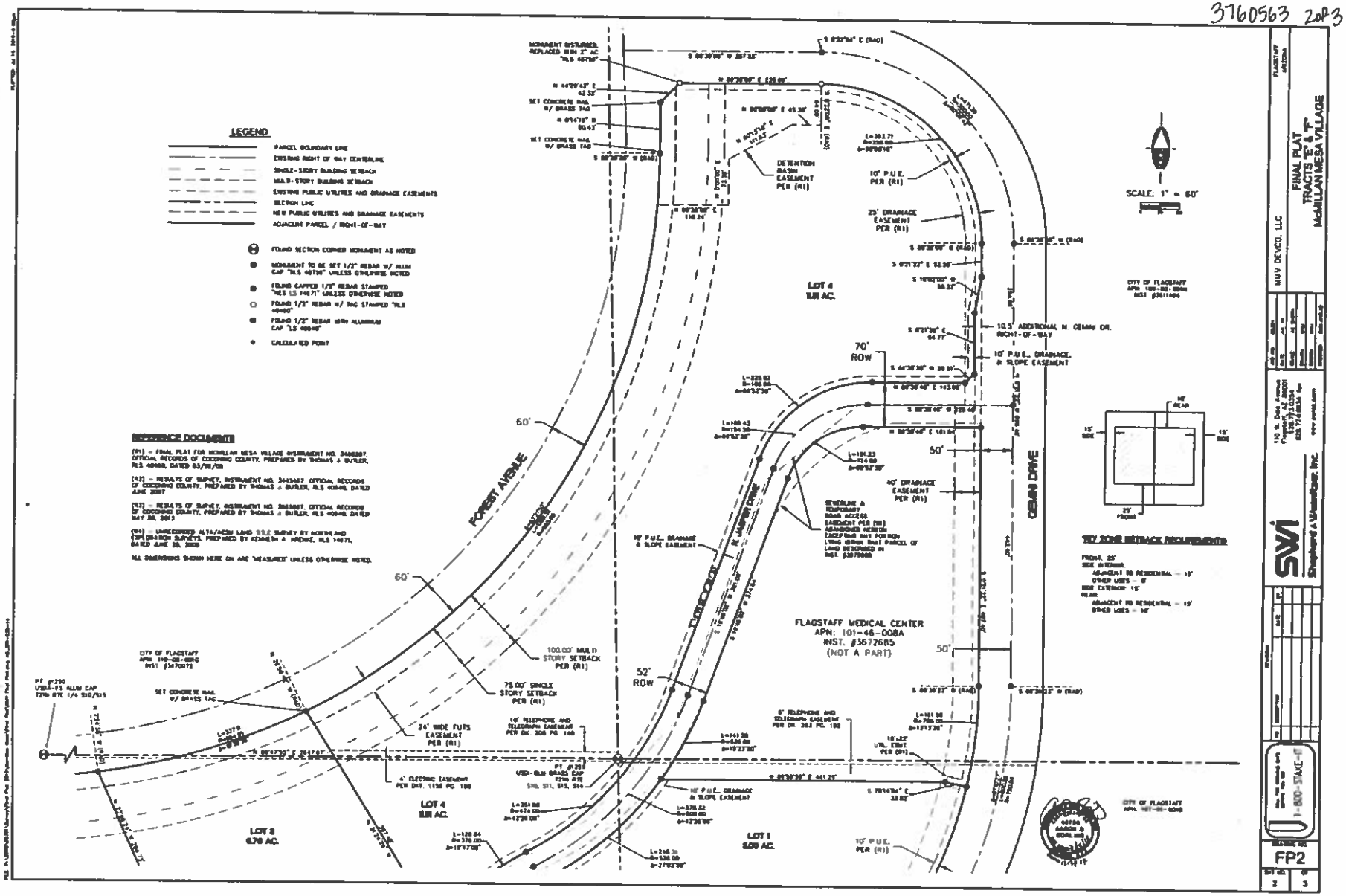
1-800-STAKE

FP1

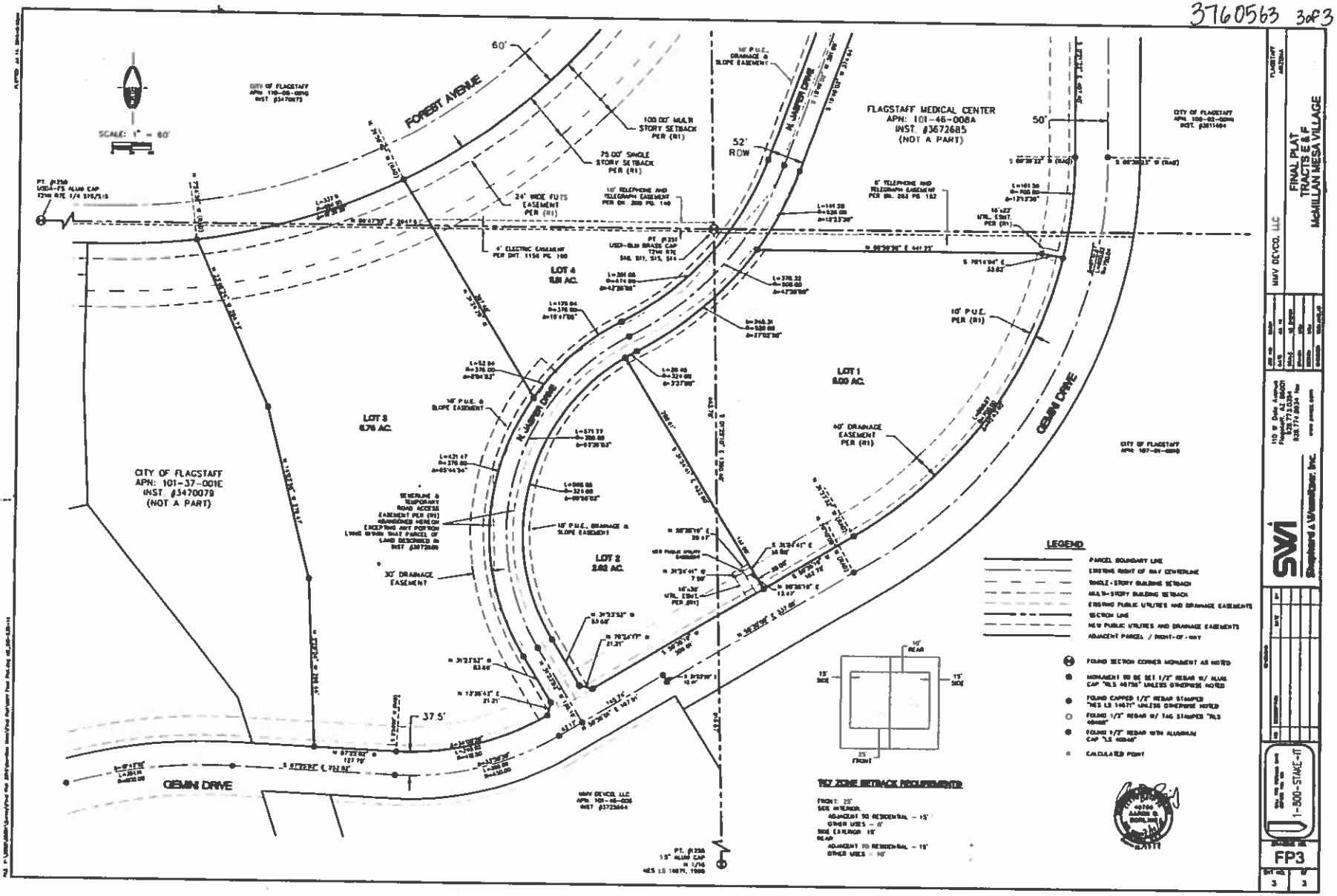
SHT. NO. 1 OF 3

Official Records of Coconino County
Patty Hansen, County Recorder
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

Easement & Tract Summary Chart
Dimensioned on this Drawing (ft)
Tract "A" = 0.34 Ac. ± (14,800 sf ±)
Tract "B" = 0.03 Ac. ± (1,200 sf ±)
Tract "C" = 0.04 Ac. ± (1,800 sf ±)
Statements of Dimension Complete, All Boundaries Monumented, Recorded & Other Corners Set
Bradshaw Surveying, Flagstaff, AZ
Bradshaw Surveying, Flagstaff, AZ
Bradshaw Surveying, Flagstaff, AZ

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF Coconino 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

Anne L. Sherrod
NOTARY PUBLIC

My Commission Expires: March 7, 2009

Acknowledged and Approved:

LENDER: RELIANCE BANK

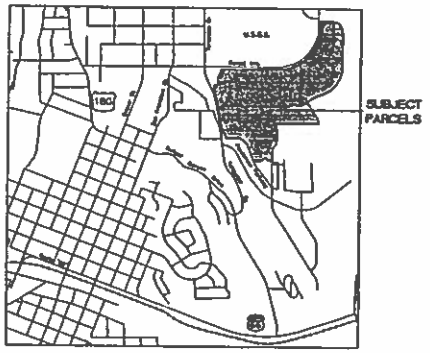
By: DAVID CAVANAUGH
(Name)
PRESIDENT - PARTNERSHIP
(Title)

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 0.91 ACRES.



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

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 1720119 (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 1720119: S 36° 51' 10" E 1,908.36 FT

POINT #31 (COF # 1620000)
NGS DISK IN CONCRETE STAMPED "FLAGSTAFF NGVD 1991" (FD0434)

LATITUDE = 35° 12' 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' 19.38 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 MONUMENT 1991

LATITUDE = 35° 12' 38.55433" 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 = 78,007.898 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 = 0.181 FT

UTILITY COMPANY APPROVALS

Mark Montoya — 3-7-08
ARIZONA PUBLIC SERVICE — DATE

Eric Dickson — 3-6-08
UNISOURCE ENERGY SERVICES — DATE

[illegible] — 3-4-08
QWEST COMMUNICATIONS — DATE

[illegible] — 3-7-08
COX CABLE — 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 3458287 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
www.swiaz.com

JOB NO. 03039
DATE: DEC. 2008
SCALE: n/a
DRAWN: tb
DESIGN: n/a
CHECKED: tb

McMILLAN MESA VILLAGE — FLAGSTAFF ARIZONA

FINAL PLAT
COVER PAGE

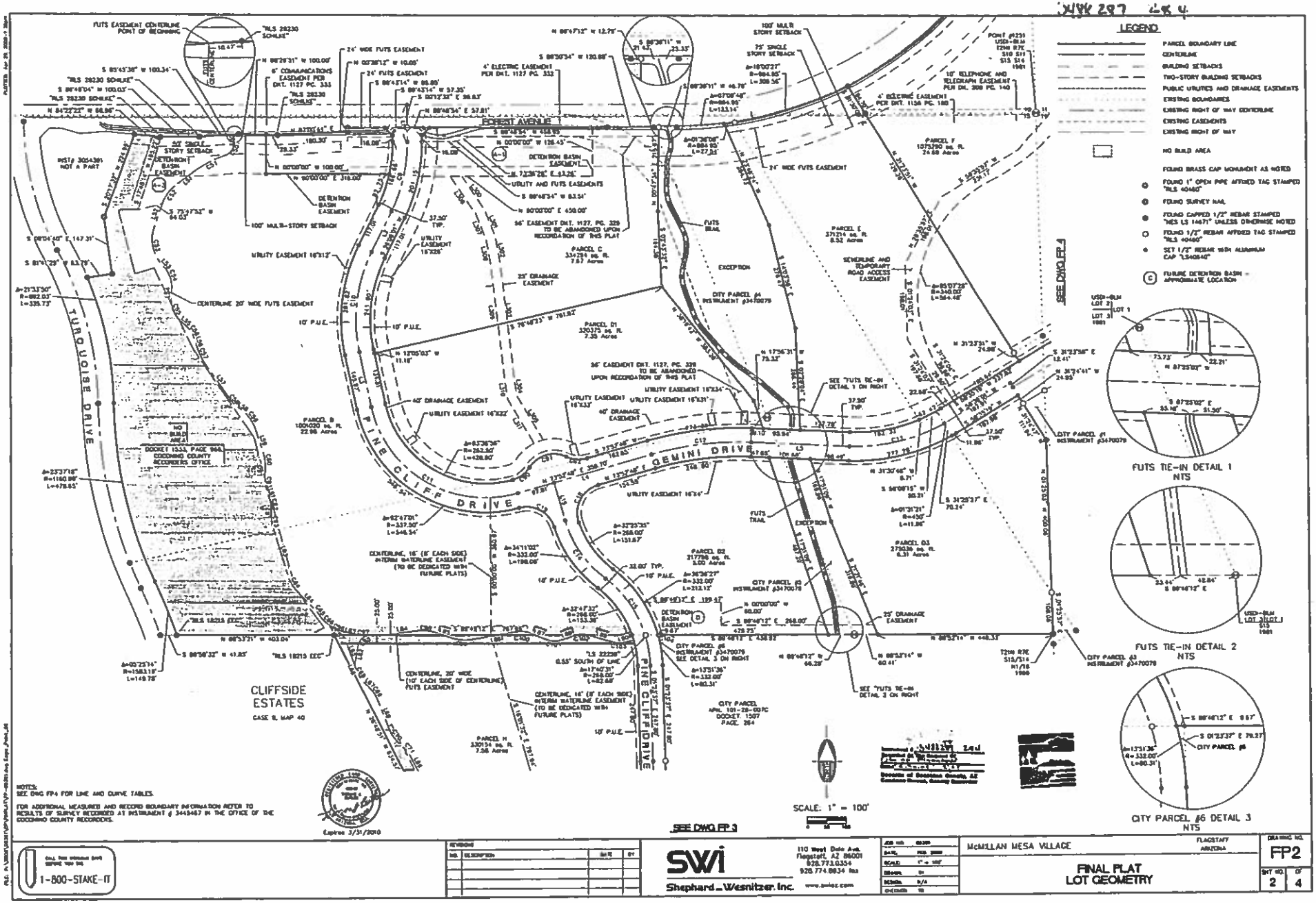
DRAWING NO. FP1
SHT NO. 1 OF 4

Official Records of Coconino County
Recorded By: [illegible]
DEPUTY RECORDER
3458287
Page 1 of 4
Name: [illegible]
Fee: [illegible]

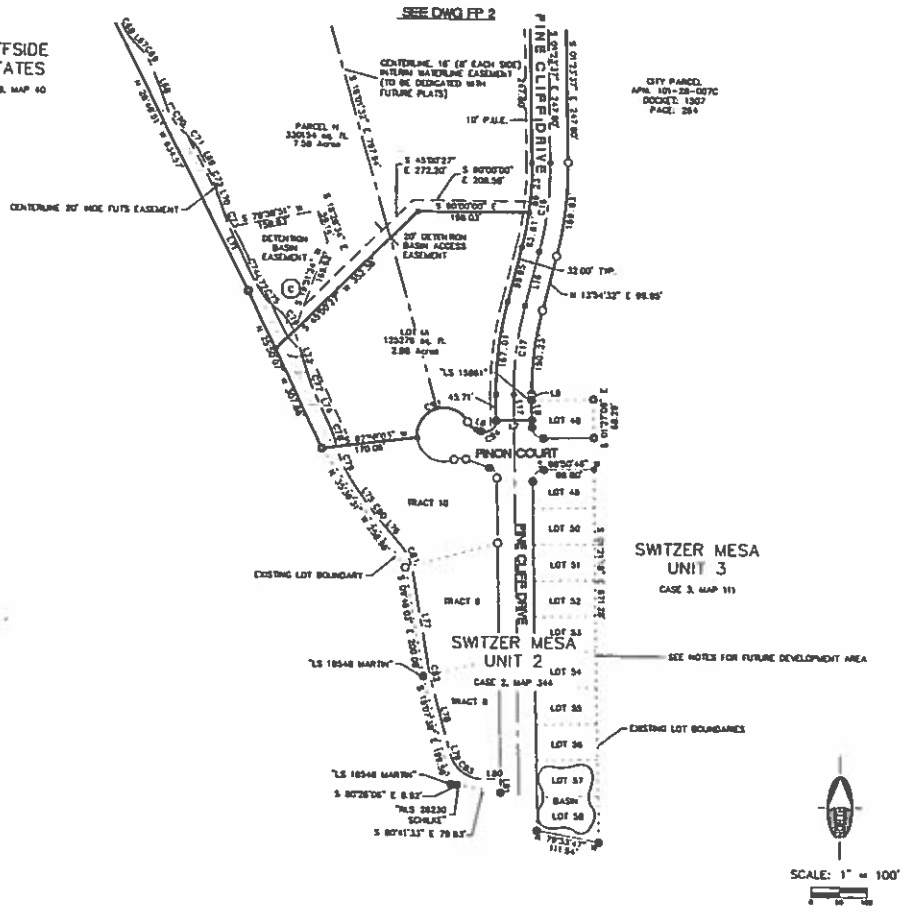
DEVELOPER/OWNER:
MAY DEVCO, LLC c/o
CAVAN MANAGEMENT SERVICES, L.L.C.
15333 NORTH PIMA ROAD, SUITE 305
SCOTTSDALE, AZ 85260
(480) 627-7000

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


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
FOREST 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 "NLS 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,J,K

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, AZ
Witness my hand and official seal
Clerk of Superior Court, Coconino County, Arizona

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

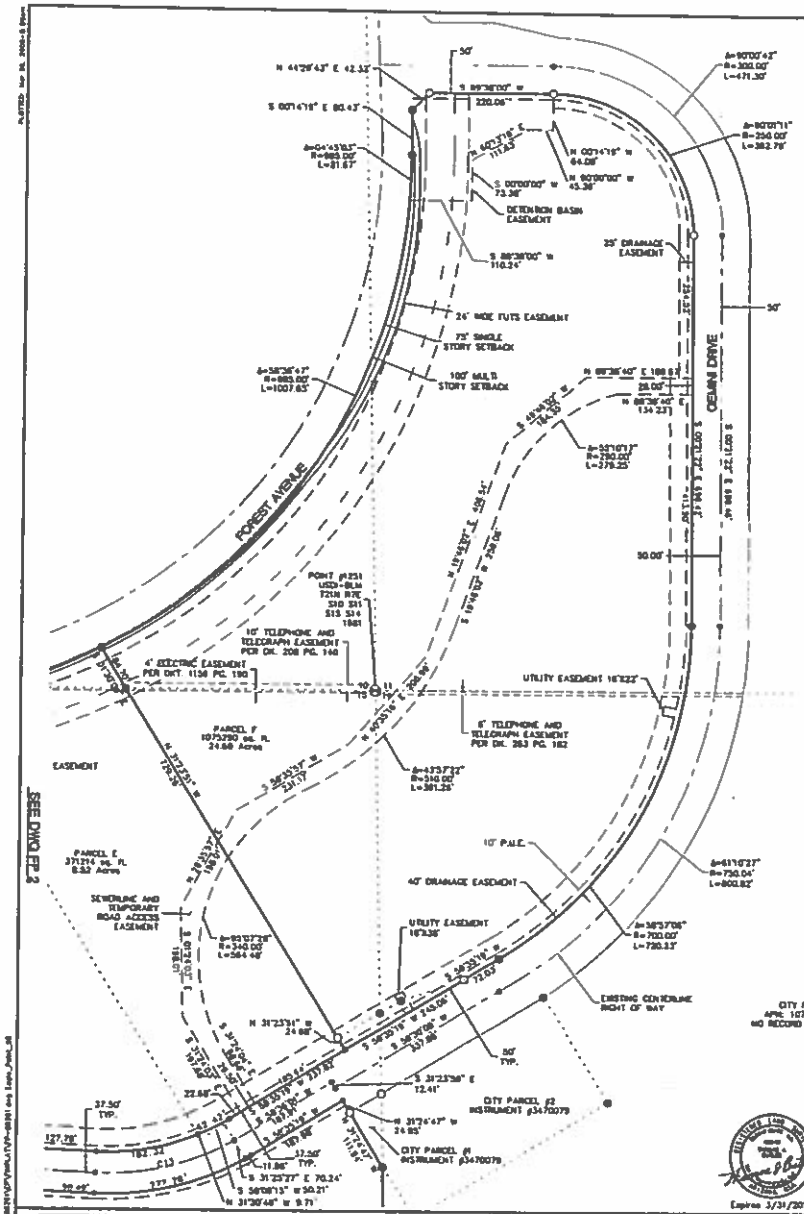
JOB NO.	05304
DATE	FEB. 2008
SCALE	1" = 100'
DRAWN	DH
DESIGN	R/A
CHECKED	TB

McMILLAN MESA VILLAGE — FLAGSTAFF ARIZONA

FINAL PLAT
LOT GEOMETRY

DRAWING NO. FP3
SHT NO. 3 OF 4

3488257 484



CITY PARCEL APN: 108-02-009L DOCKET: 1668 PAGE: 237

CITY PARCEL APN: 107-01-009B NO RECORD INFORMATION

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 00°17'22" E	85.93'
L2	S 26°09'01" W	117.08'
L3	S 12°02'03" E	145.97'
L4	N 73°57'46" E	261.88'
L5	S 87°23'02" E	253.62'
L6	N 71°17'17" W	18.33'
L7	N 88°38'57" E	64.08'
L8	S 01°36'13" 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	99.05'
L12	S 01°17'23" E	45.58'
L13	S 44°48'53" W	28.28'
L14	N 45°15'20" W	28.21'
L15	S 02°53'17" W	20.08'
L16	S 33°38'17" W	127.13'
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	67.13'
L25	S 01°55'17" W	54.38'
L26	S 15°48'18" E	98.04'
L27	S 00°00'00" E	24.48'
L28	S 18°36'29" 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	4.78'
L32	S 45°08'16" E	13.77'
L33	S 71°18'16" E	177.98'
L34	S 26°48'51" E	140.23'
L35	S 19°13'06" E	83.36'
L36	S 23°13'16" E	180.25'
L37	S 39°48'48" E	78.78'
L38	S 18°04'48" E	78.04'
L39	S 22°26'30" E	60.47'
L40	S 35°06'49" E	63.31'
L41	S 46°39'52" E	64.90'
L42	S 08°46'53" E	184.87'
L43	S 12°07'36" E	143.08'
L44	N 15°07'36" W	10.89'
L45	N 86°36'51" W	30.66'
L46	S 89°17'31" E	19.27'
L47	N 90°00'31" E	53.77'
L48	N 00°00'00" E	10.00'
L49	N 82°26'41" E	76.71'
L50	S 71°17'39" E	47.82'
L51	N 80°17'16" E	172.62'
L52	S 67°26'21" E	30.85'
L53	N 71°13'05" E	61.04'
L54	S 73°46'54" E	71.31'
L55	N 78°48'53" E	78.34'
L56	S 34°27'46" E	109.87'
L57	S 71°36'19" E	75.34'
L58	S 10°22'37" E	78.68'
L59	S 08°46'40" E	294.85'
L60	S 81°17'39" E	46.32'
L61	S 30°21'21" E	133.32'
L62	S 34°23'48" E	118.38'
L63	S 31°36'15" E	70.08'
L64	S 10°23'37" E	73.34'
L65	S 08°46'40" E	294.41'
L66	S 81°17'39" E	24.32'
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	93.61	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"	87°08'43"	261.16	131.74	800.00
C13	22°28'10"	12°43'57"	255.03	129.04	450.00
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°42'08"	93.68	53.20	35.00
C21	17°09'40"	19°05'54"	89.86	45.27	300.00
C22	34°34'29"	57°17'45"	60.34	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°02'27"	71°37'11"	60.87	32.34	80.00
C26	37°20'48"	71°37'11"	45.16	23.20	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°47'11"	57°17'45"	34.38	17.37	100.00
C31	16°54'18"	105°42'54"	54.18	27.88	54.30
C32	13°58'17"	114°35'30"	13.80	7.00	30.00
C33	16°19'54"	71°39'16"	22.87	11.51	80.24
C34	24°38'56"	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°06'28"	114°35'30"	38.48	20.38	30.00
C38	29°10'50"	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	26.66	100.00
C41	26°04'54"	57°17'45"	47.03	23.83	100.00
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°43'16"	57°17'45"	62.40	32.26	100.00
C47	07°33'44"	28°38'53"	26.40	13.22	200.00
C48	11°36'39"	28°38'53"	40.52	20.33	200.00
C49	71°31'45"	28°38'53"	76.76	57.01	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	09°21'30"	57°17'45"	19.35	9.66	100.00
C53	29°15'31"	89°29'39"	79.88	40.70	80.00
C54	61°48'13"	76°23'40"	54.73	30.06	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	20.00
C59	81°38'29"	190°59'08"	42.68	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	39°21'16"	57°17'45"	68.68	35.78	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-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

JOB NO.	05304
DATE	FEB 2006
SCALE	1" = 100'
DRAWN BY	BH
DESIGN BY	N/A
CHECKED BY	TB

McMILLAN MESA VILLAGE
FLAGSTAFF ARIZONA

FINAL PLAT
LOT GEOMETRY

SHEET 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 R1) 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, R1);

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 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 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 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 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 FIELD 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 — STATE OF ARIZONA — Expires 12/31/19

DRAWING NO. A1

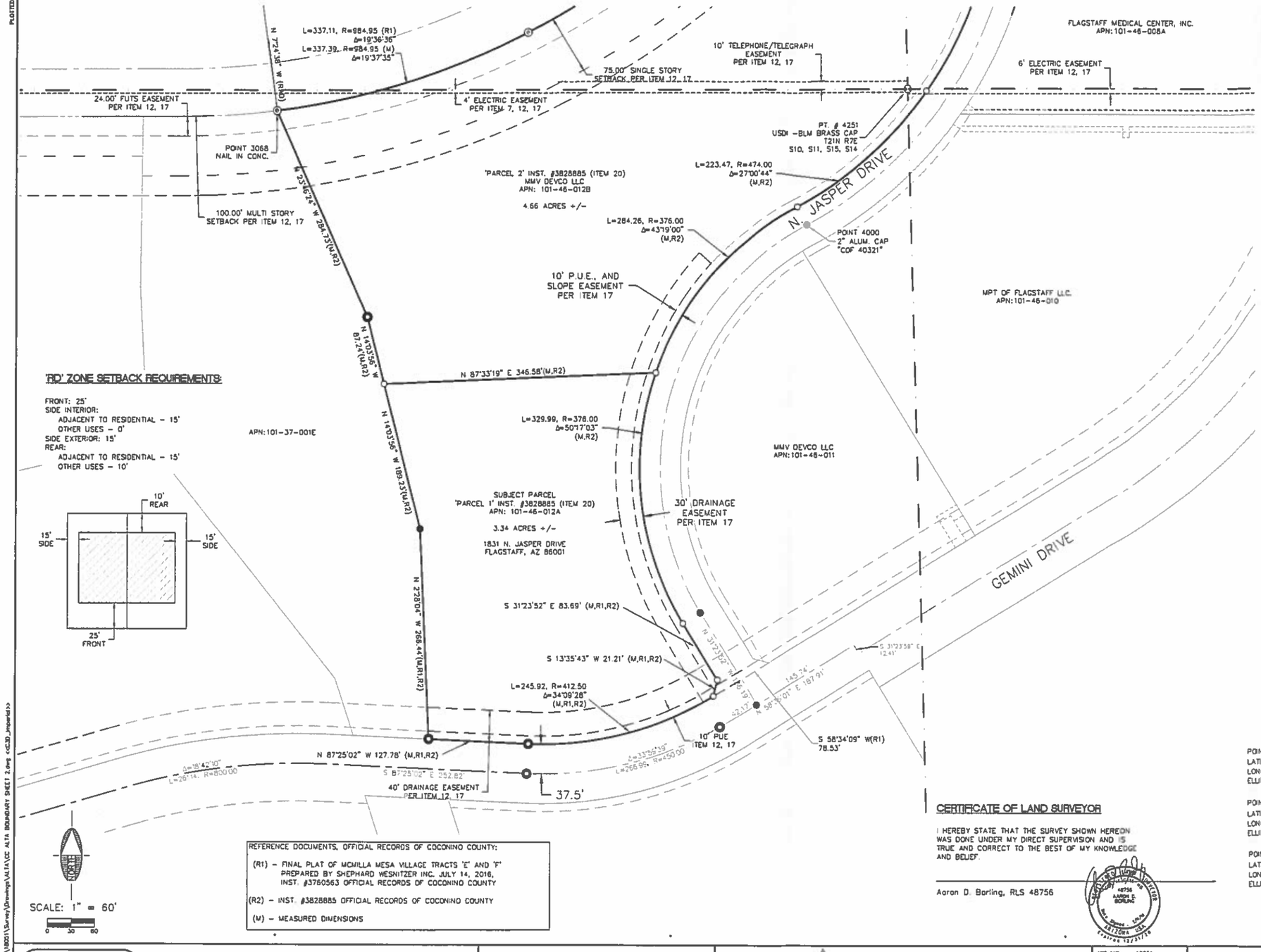
SHT NO. 1 OF 3

FILE: P:\2018\18051\Survey\Drawings\ALTA\COVER SHEET.dwg <<3D_Imperial>>

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 Date Signed 1/9/19 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

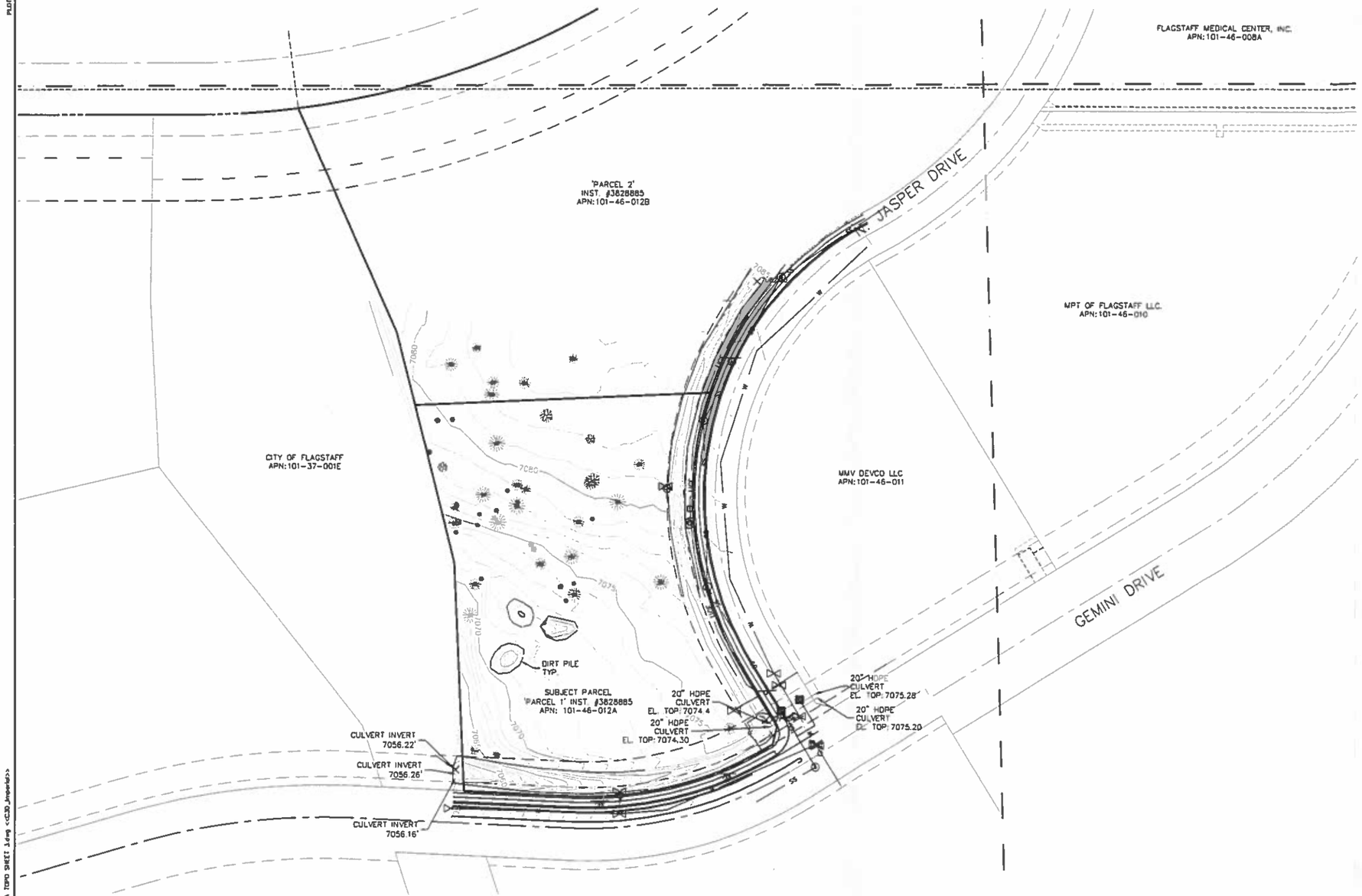
DRAWING NO. A2
SHT NO. 2 OF 3

FILE: P:\2018\18051\Survey\Drawings\ALTA\CC ALTA BOUNDARY SHEET 2.dwg <<CED_projected>>

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

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
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928.774.8934 fax
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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

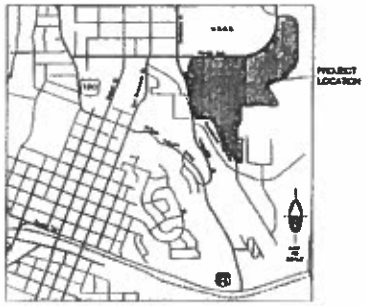
SHT NO 3 OF 3

FILE: P:\2018\18051\Survey\Drawings\ALTA\CE ALTA TOPO SHEET 3.dwg <<CE ALTA TOPO SHEET 3>>

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

COF Project #04-6052

SHEET 1 OF 10 SHEETS

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 G	Parcel Da	Parcel Db
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 G	Parcel Da	Parcel Db
Existing 17-24.99% Slope	219,267	196,859	0	0	19,748	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	481	1,290	0	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	687	1,843	0	0	0	0
17-24.99% Slope Surplus	65,780	59,037	0	0	5,924	0	0	0	0	0	0	0	206	553	0	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 G	Parcel Da	Parcel Db
Existing Tree Canopy (Estimate)	238,232	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)	57,632	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	57,632	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	(61,984)	(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 G	Parcel Da	Parcel Db
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	206	553	0	0	0	0
Tree Canopy Deficit/Surplus	(61,984)	(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)	(3,580)	(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 G	Parcel Da	Parcel Db
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)	(3,580)	(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)	(3,580)	(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.
9566 East Sutton Drive
Scottsdale, AZ 85260
Phone: (480) 656-0888 Fax: (480) 656-0888

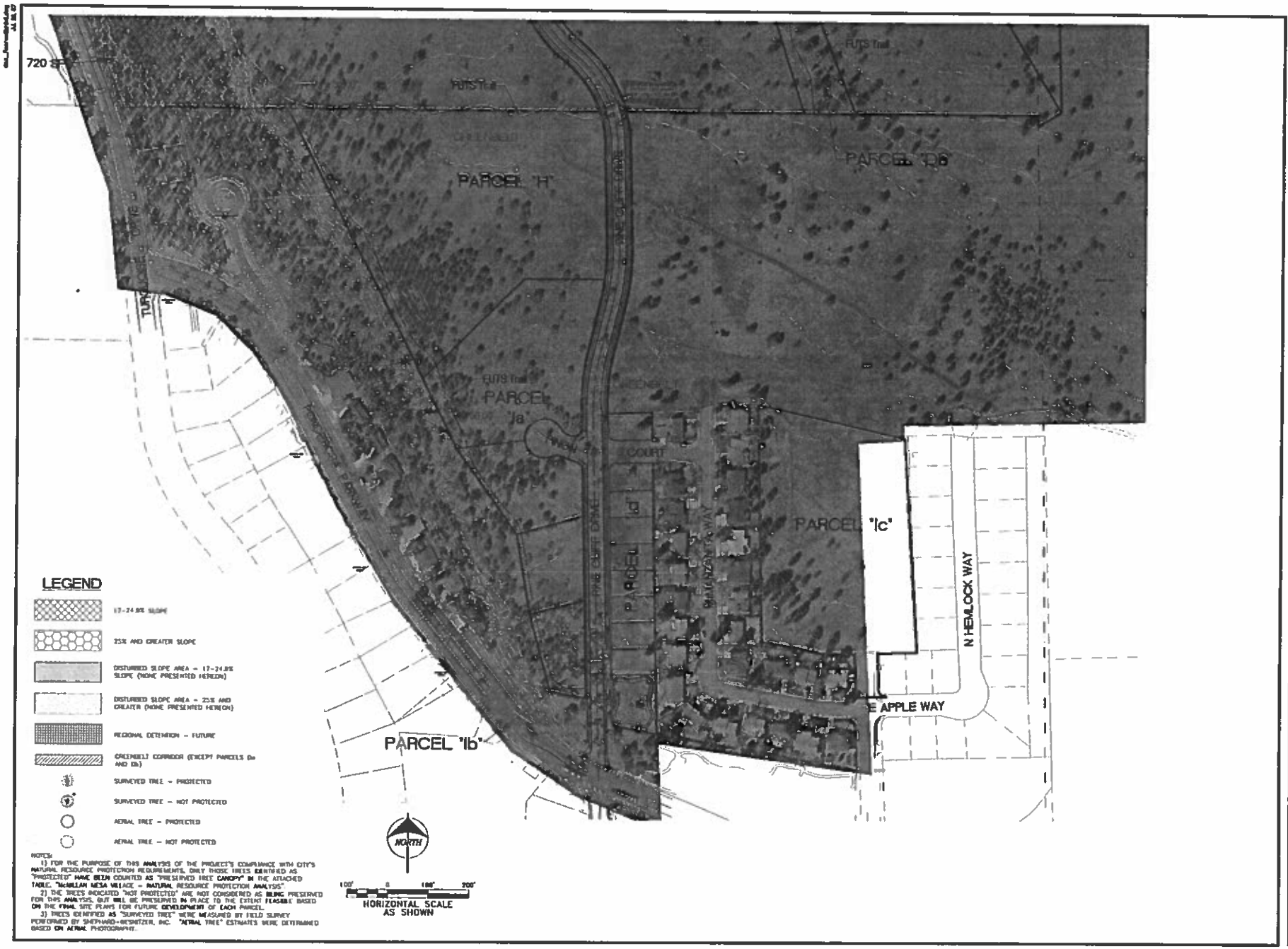
NATURAL RESOURCE PROTECTION - ANALYSIS
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

COF Project #04-8052

SHEET 2 OF 10 SHEETS

COF Project #04-6052

SHEET 3 OF 10 SHEETS	NATURAL RESOURCE PROTECTION - EXHIBIT 1 MCMILLAN MESA VILLAGE FLAGSTAFF, ARIZONA	COF NUMBER: COF-06081071 D.A.C. DESIGN BY: D.A.C. CHECKED: D.A.C. PLAN DATE: MAY 4, 2007	DAC Consulting, Inc. 9668 East Sutton Drive Scottsdale, AZ 85260 Email: dac@dacinc.net Phone: (602) 625-2648 Fax: (480) 656-0929	BY: DATE: REVISION: DAC 05/04/07 1 Initial DAC 07/09/07 2 Response per City Comments DAC 08/10/07 3 Updated Boundary Plan



SHEETS	DATE	BY
1 Original	4/16/07	DAC
2 Revised per City Comments	07/25/07	DAC
3 Updated Hydrotechnics 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
FIELD BY: D.A.C.
DRAWN: D.A.C.
PLAN DATE: MAY 4, 2007

NATURAL RESOURCE PROTECTION - EXHIBIT 2

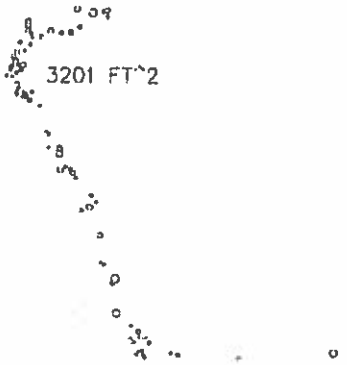
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

SHEET 4 OF 10 SHEETS

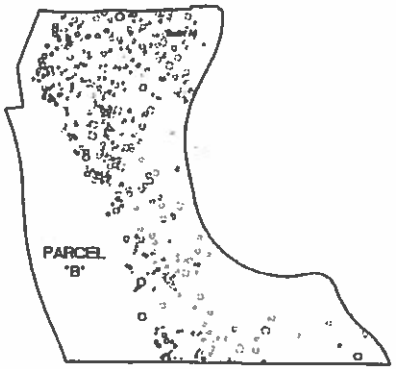
COF Project #04-6052

PARCEL B SAVED TREES

3201 FT^2

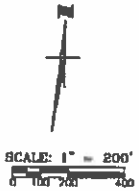


PARCEL B
EXISTING TREES



PARCEL B
EXISTING TREES

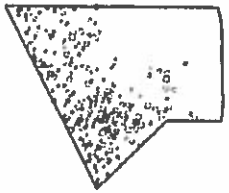
62473 FT^2



PARCEL H SAVED TREES

3372 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

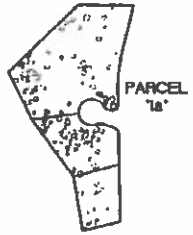
PARCEL Ib EXISTING TREES

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

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 Id EXISTING TREES

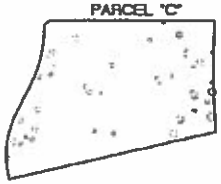
PARCEL Id EXISTING TREES

1636 FT^2

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.

1-800-STAKE-IT

RS02

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

COF Project #04-6052

NATURAL RESOURCE PROTECTION - CALCULATIONS

MCMILLAN MESA VILLAGE

FLAGSTAFF, ARIZONA

SHEET 7 OF 10 SHEETS

DAC Consulting, inc.

9868 East Sutton Drive

Scottsdale, AZ 85260

Phone: (602) 828-0266 Fax: (480) 656-0888

Shephard-Wesnitzer, Inc.

110 West 2nd Ave

Flagstaff, AZ 86001

928 779 6889 fax

SWI

RS03

TREE RESOURCE CALCULATION BACKUP DATA

PARCEL D1 EXISTING TREES

PARCEL D1

PARCEL D' EXISTING TREES

4183 FT^2

PARCEL Da EXISTING TREES

PARCEL Da

34514 FT^2

PARCEL D2 EXISTING TREES

PARCEL D2

7306 FT^2

PARCEL Da SAVED TREES

33646 FT^2

PARCEL D2 SAVED TREES

1414 FT^2

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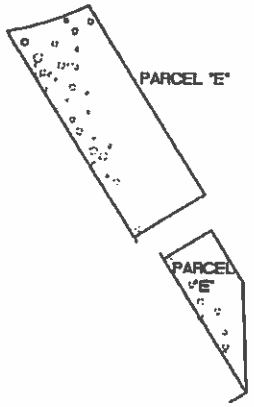
SCALE: 1" = 200'

0 100 200 400

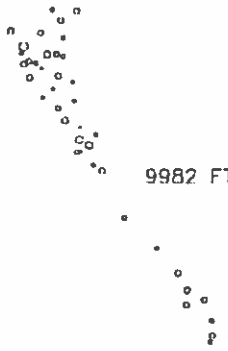
PARCEL E SAVED TREES

1048 FT^2

PARCEL E EXISTING TREES

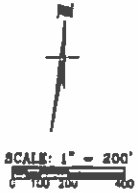


PARCEL E EXISTING TREES



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

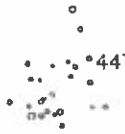
5593 FT^2

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.

DAC Consulting, inc.
9868 East Sutton Drive
Scottsdale, AZ 85260

NATURAL RESOURCE PROTECTION - CALCULATIONS

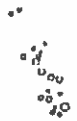
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

COF Project #04-0052

SHEET 8 OF 10 SHEETS

PARCEL Db SAVED TREES

430' FT^2



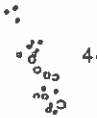
SCALE: 1" = 200'

0 100 200 400

PARCEL Db TREES

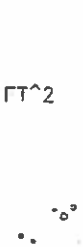
PARCEL Db EXISTING TREES

4498 FT^2



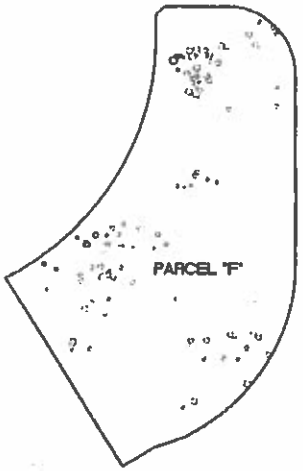
PARCEL F SAVED TREES

1969 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 F EXISTING TREES



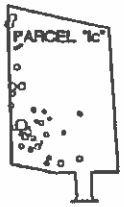
PARCEL F EXISTING TREES

19678 FT^2

PARCEL Ic SAVED TREES

9115 FT^2

PARCEL Ic EXISTING TREES



PARCEL Ic TREES

9115 FT^2

SVI

Shepherds Vineyard Inc

TREE RESOURCE CALCULATION BACKUP DATA

RS05

DAC Consulting, inc.

9668 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) 659-0988

1 Issued	6/9/07	DAC
2 Revised per City Comments	07/30/07	DAC

DRAWN BY	DAC
CHECKED	DAC
DATE	JULY 30, 2007

Shephard-Wesnitzer Inc.
110 West Dale Ave
Phoenix, AZ 85021
602.774.1004
602.774.8914 fax

SWI

1 IN = 50 SCALE: 1"

RS06

TREE RESOURCE CALCULATION
BACKUP DATA

14249 FT^2

ROW EXISTING TREES

ROW EXISTING TREES

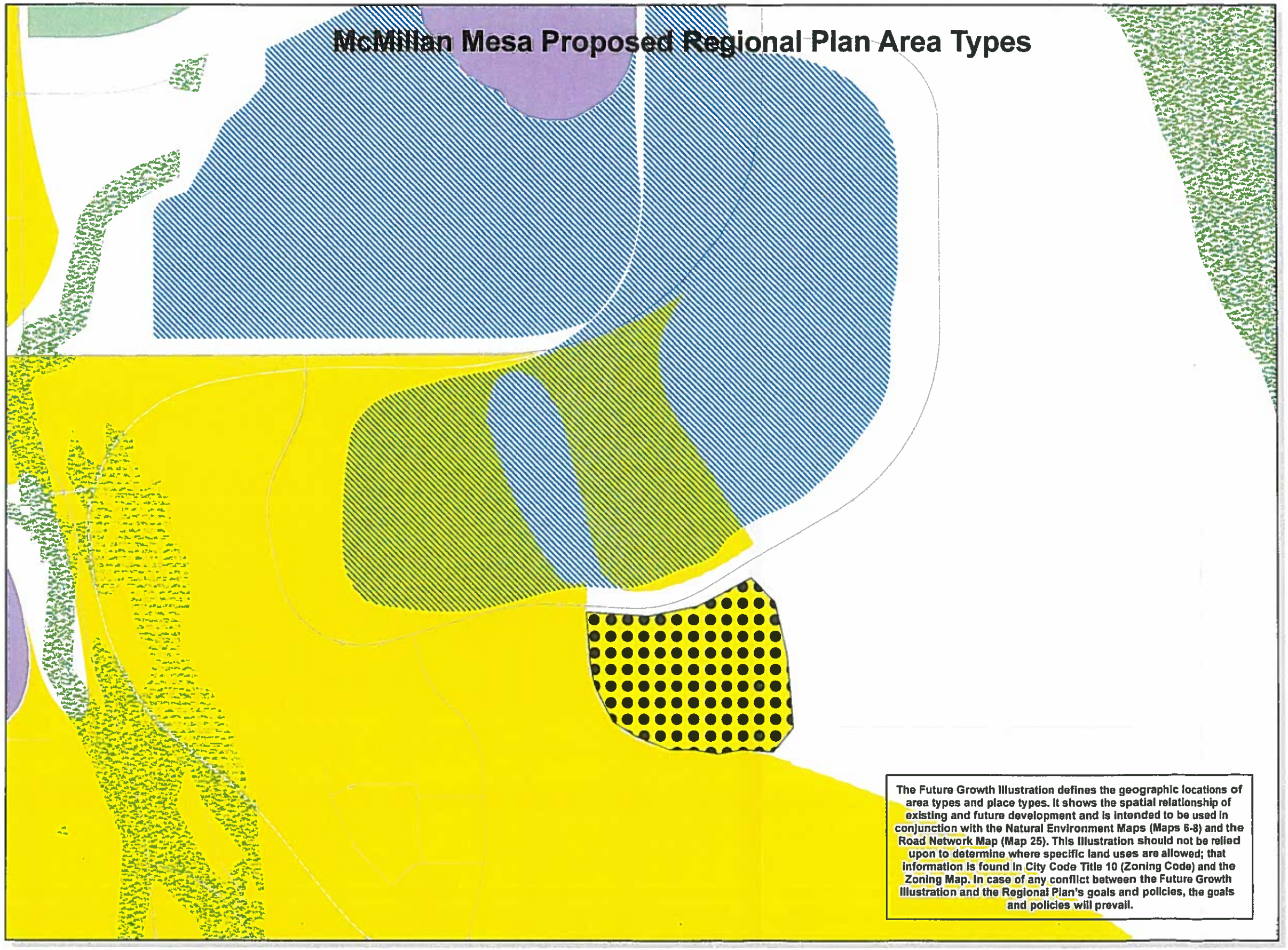
ROW SAVED TREES

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



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.

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

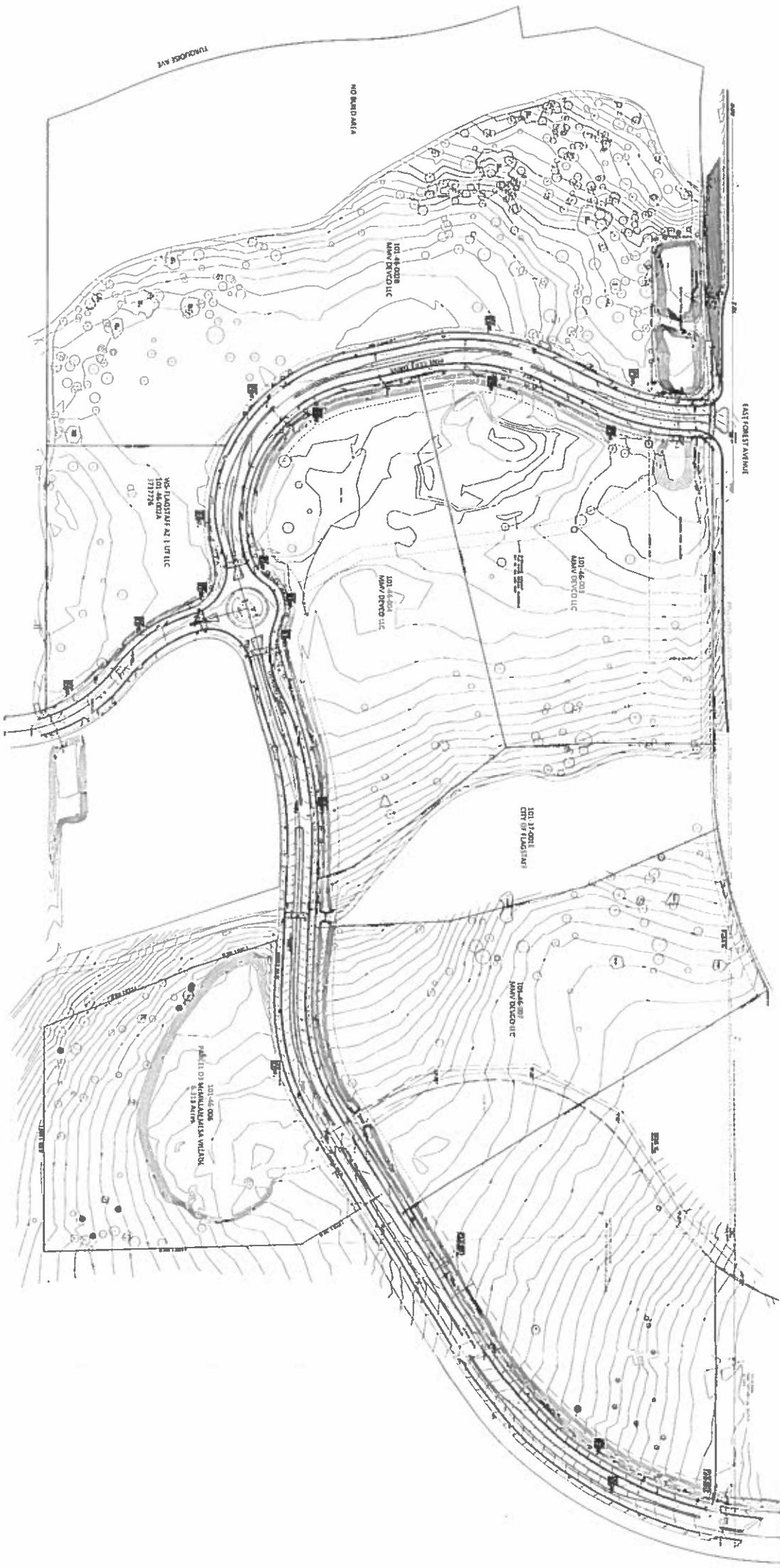
Future growth illustrations and plans do not preclude private development entitlements. Please see www.flagstaffmatters.com for an interactive GIS map.

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, D, E AND F OF MARIANA DE SA 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 estrememan@msn.com

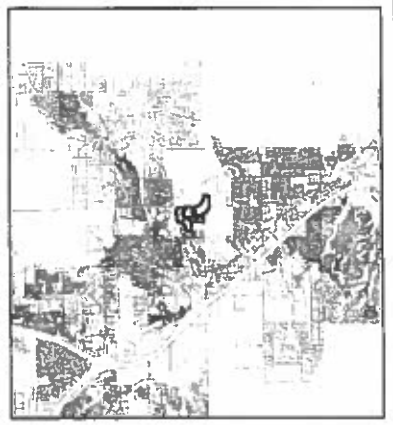
TOPO

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

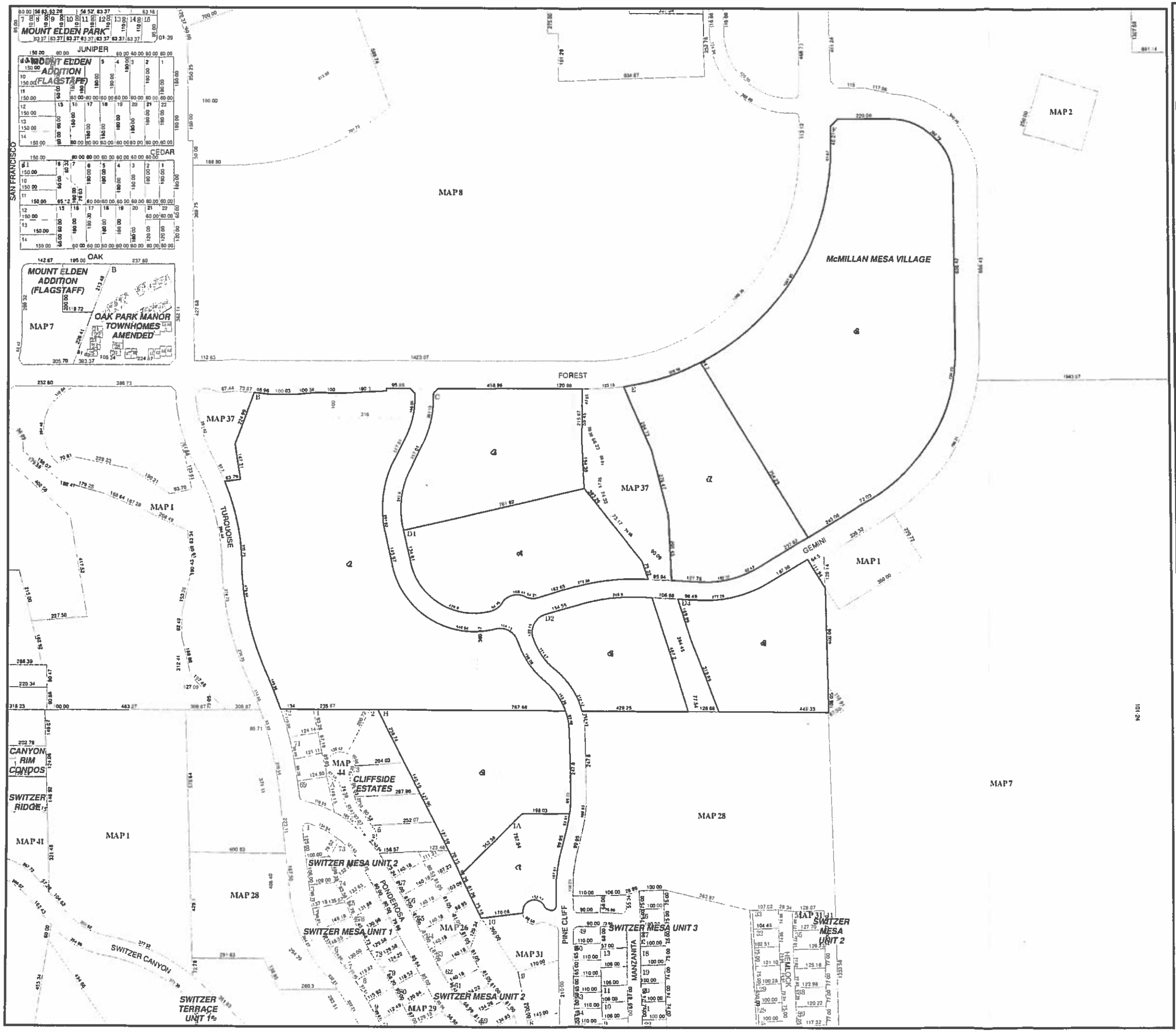
Notes:

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

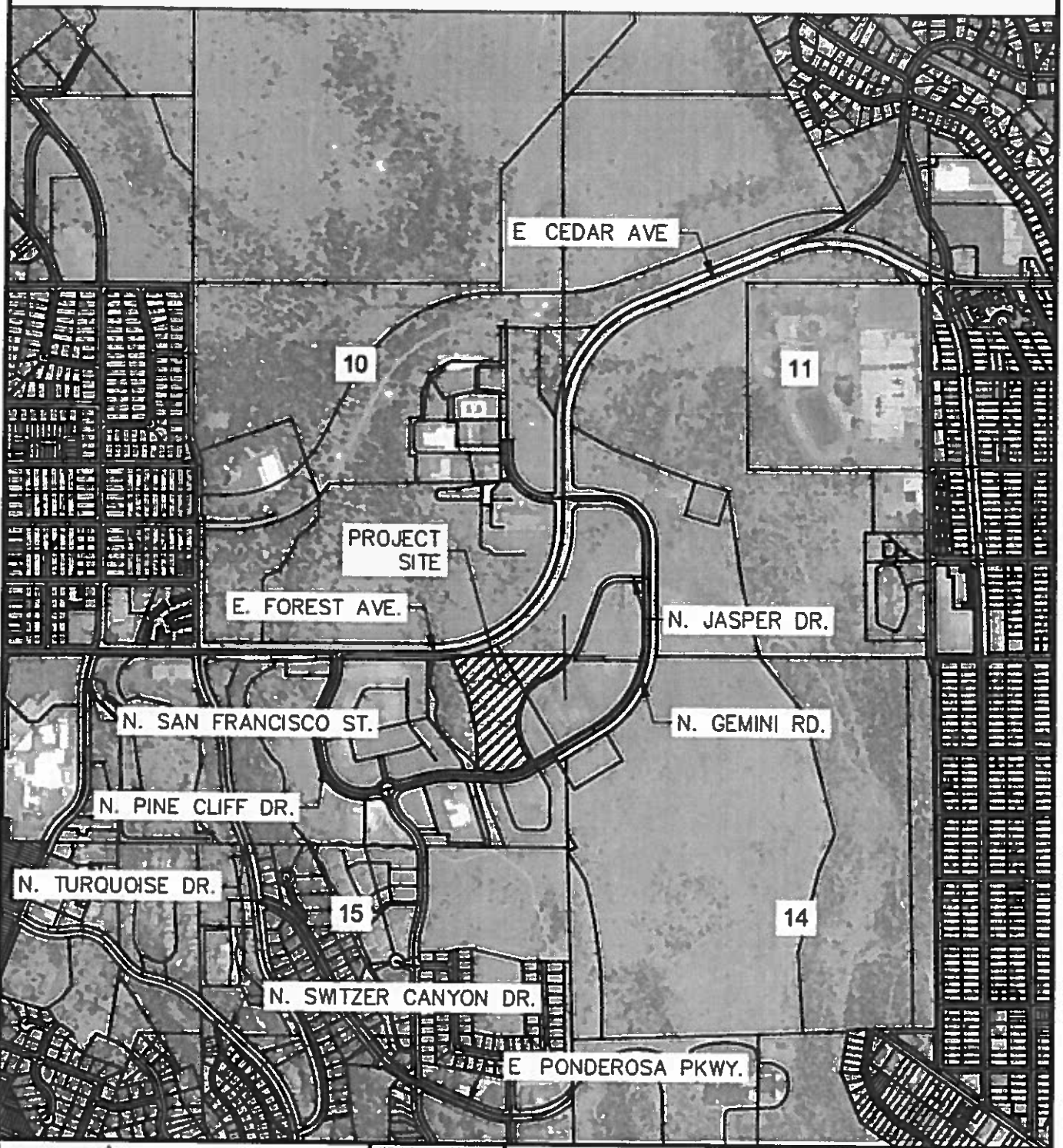
TAX CODE: 0150

MARKET / SUB: 03/13

For planning only, not liable for misuse

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.

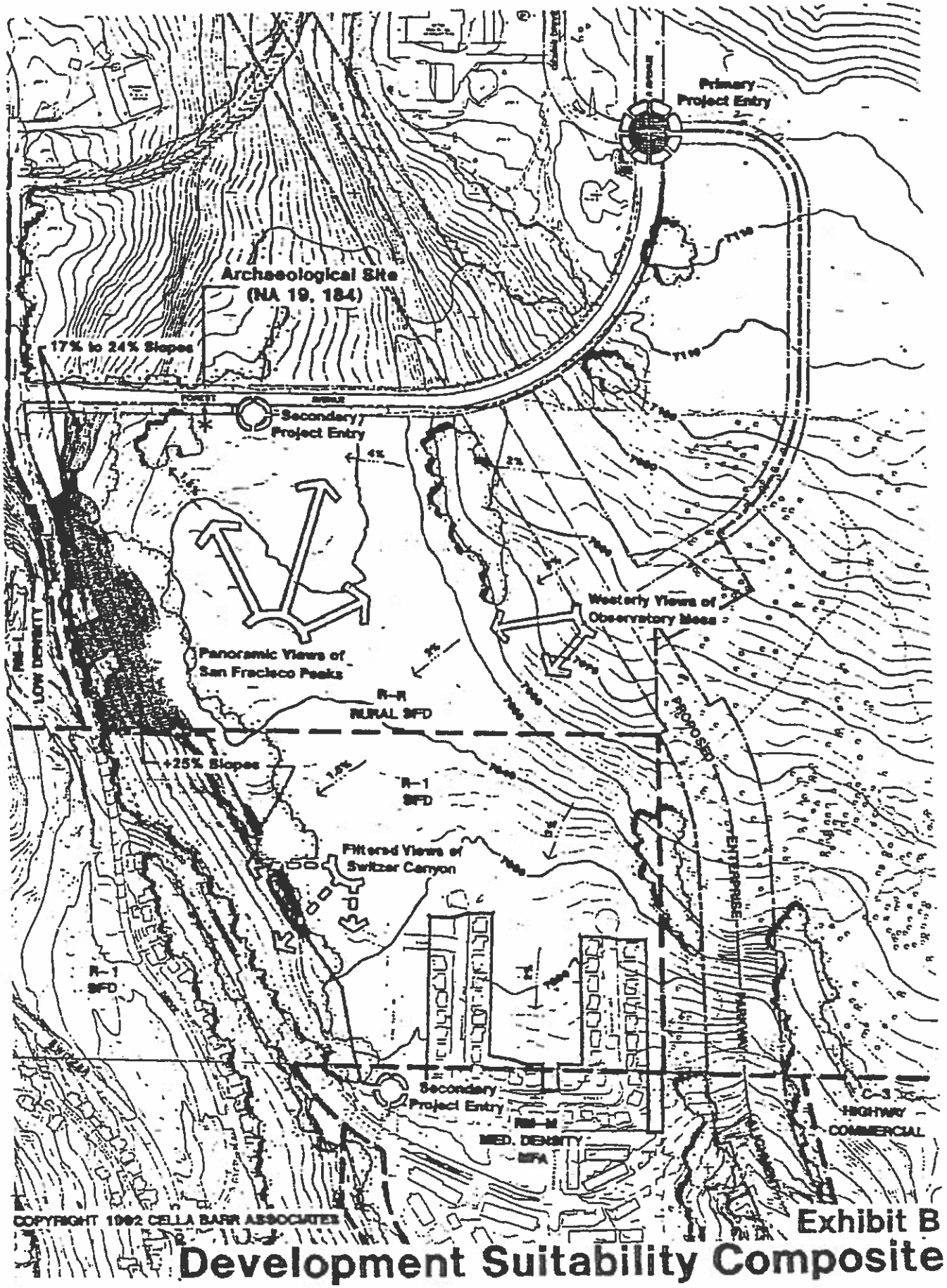


Exhibit B

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

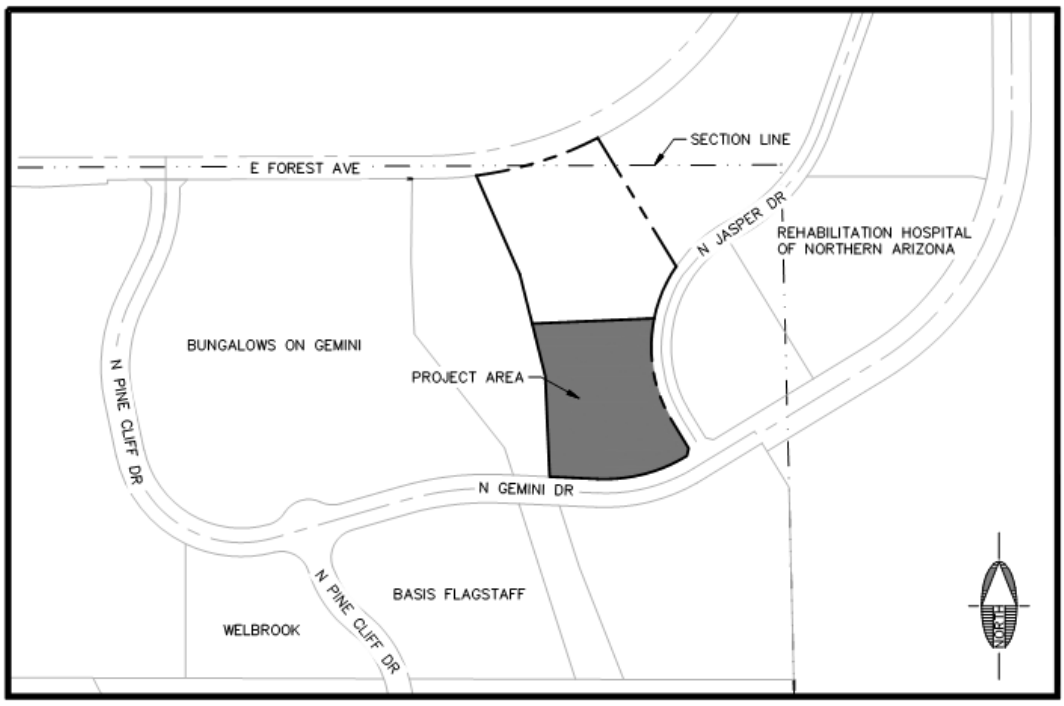
Originally Prepared:
September 17, 2018

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.

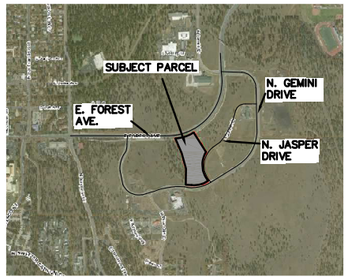
AS FOR THE BOUNDARY INFORMATION SHOWN HEREON, SHEPHARD-WESNITZER, INC. HAS RELIED ON RECORD INFORMATION PROVIDED IN THE COMMITMENT FOR TITLE INSURANCE ORDER NO. A-102920 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: FEBUARY 16, 2018 AT 5:00 PM

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, U.S.A. — Expires 12/31/20

DRAWING NO. A1

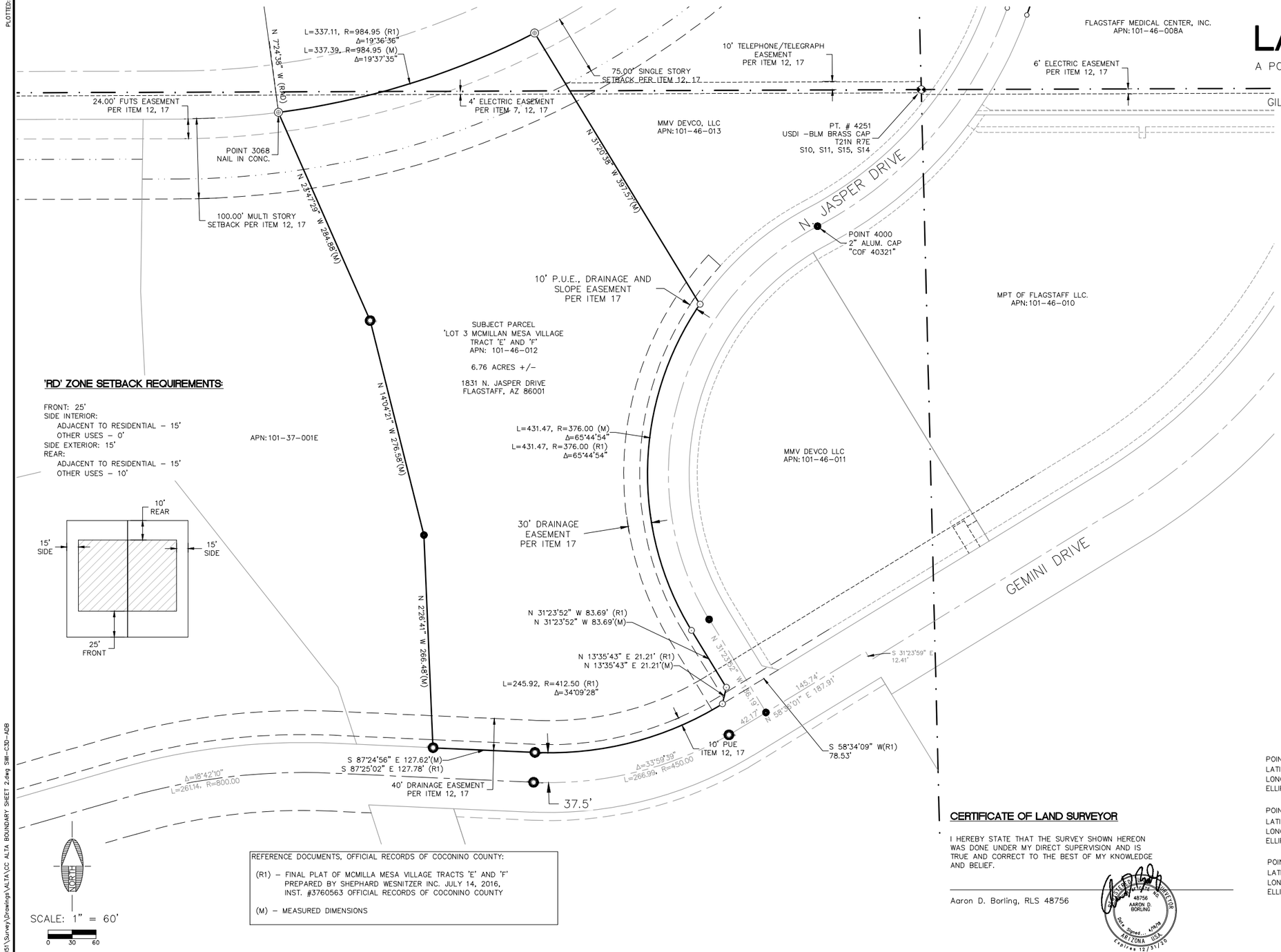
SHT NO. 1 OF 3

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)

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

REGISTERED LAND SURVEYOR 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

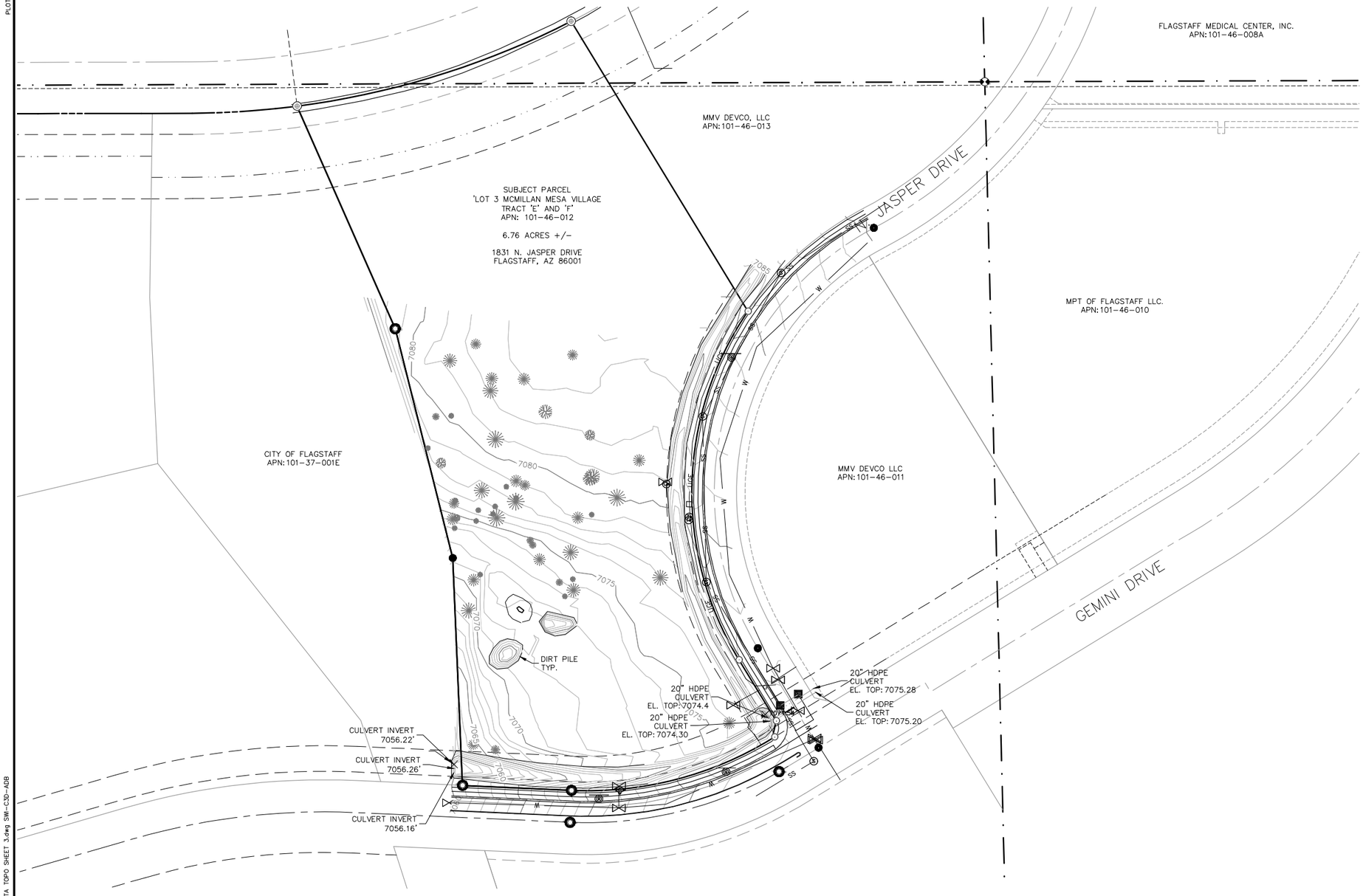
DRAWING NO. A2
SHT NO. 2 OF 3

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

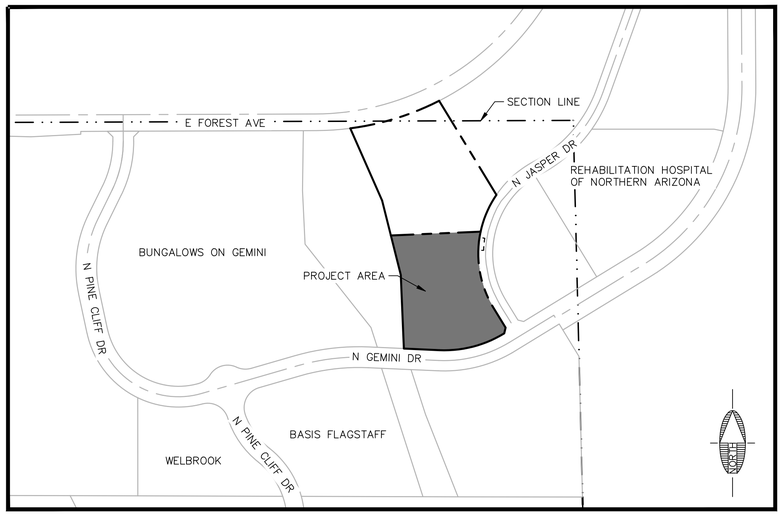
PRE–DEVELOPMENT IMPERVIOUS AREA = 0 SF
POST–DEVELOPMENT IMPERVIOUS AREA = 84,846 SF

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
- W — WATER METER
- SS — 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. SECTION LINE
- EX. ROAD STRIPING
- WV — EX. WATER VALVE
- EX. IRRIGATION
- EX. SIGNAGE
- EX. LIGHT POLE
- 50687478 — EX. ELECTRIC BOX
- EX. DRAINAGE FLOW

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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928.773.0354
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Shephard Wesnitzer Inc.

Call at least two full working days before you begin excavation
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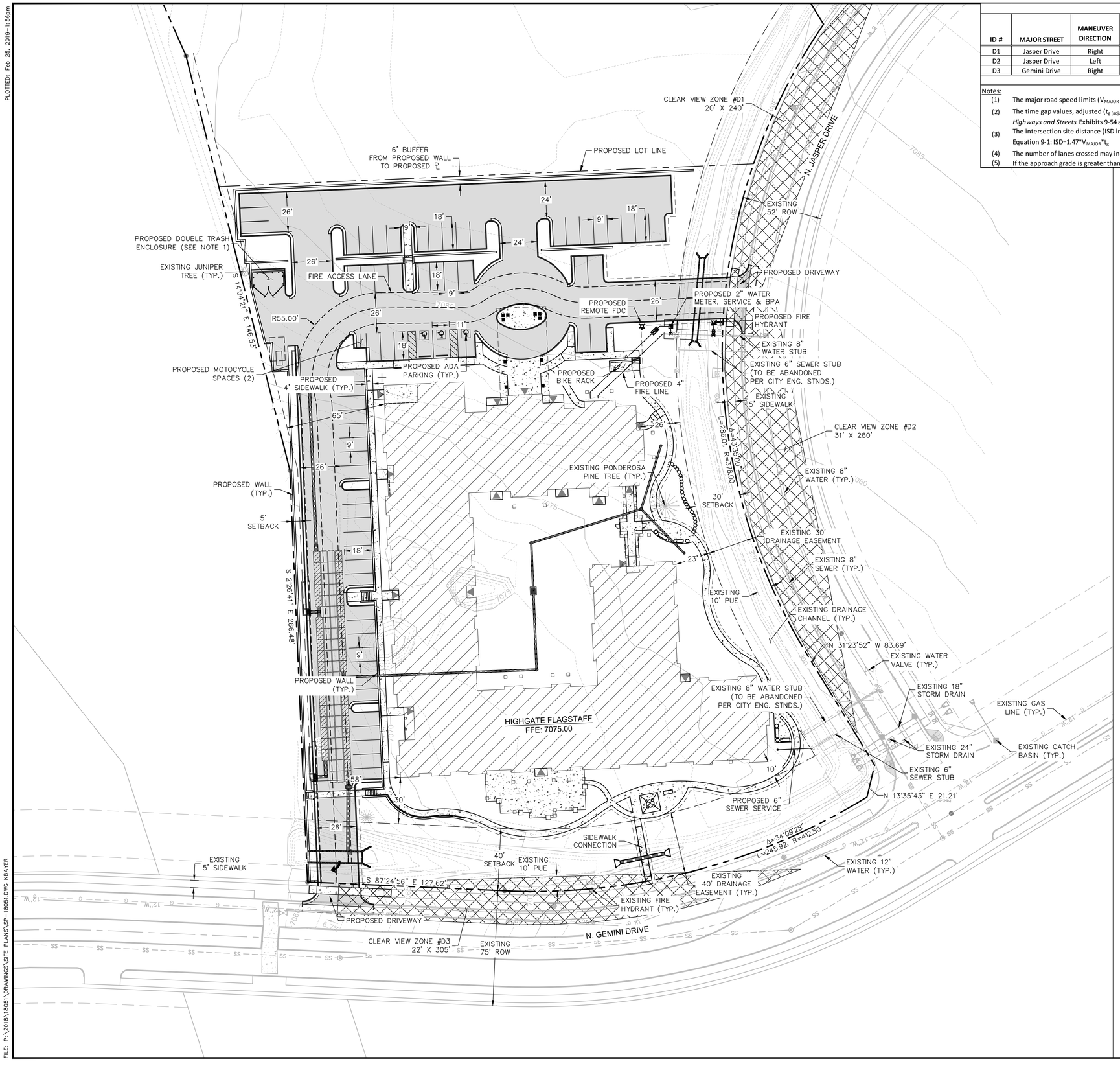
Dial 8–1–1 or 1–800–STAKE–IT (782–5348)

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

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928.773.0354
928.774.8934 fax
www.swgz.com
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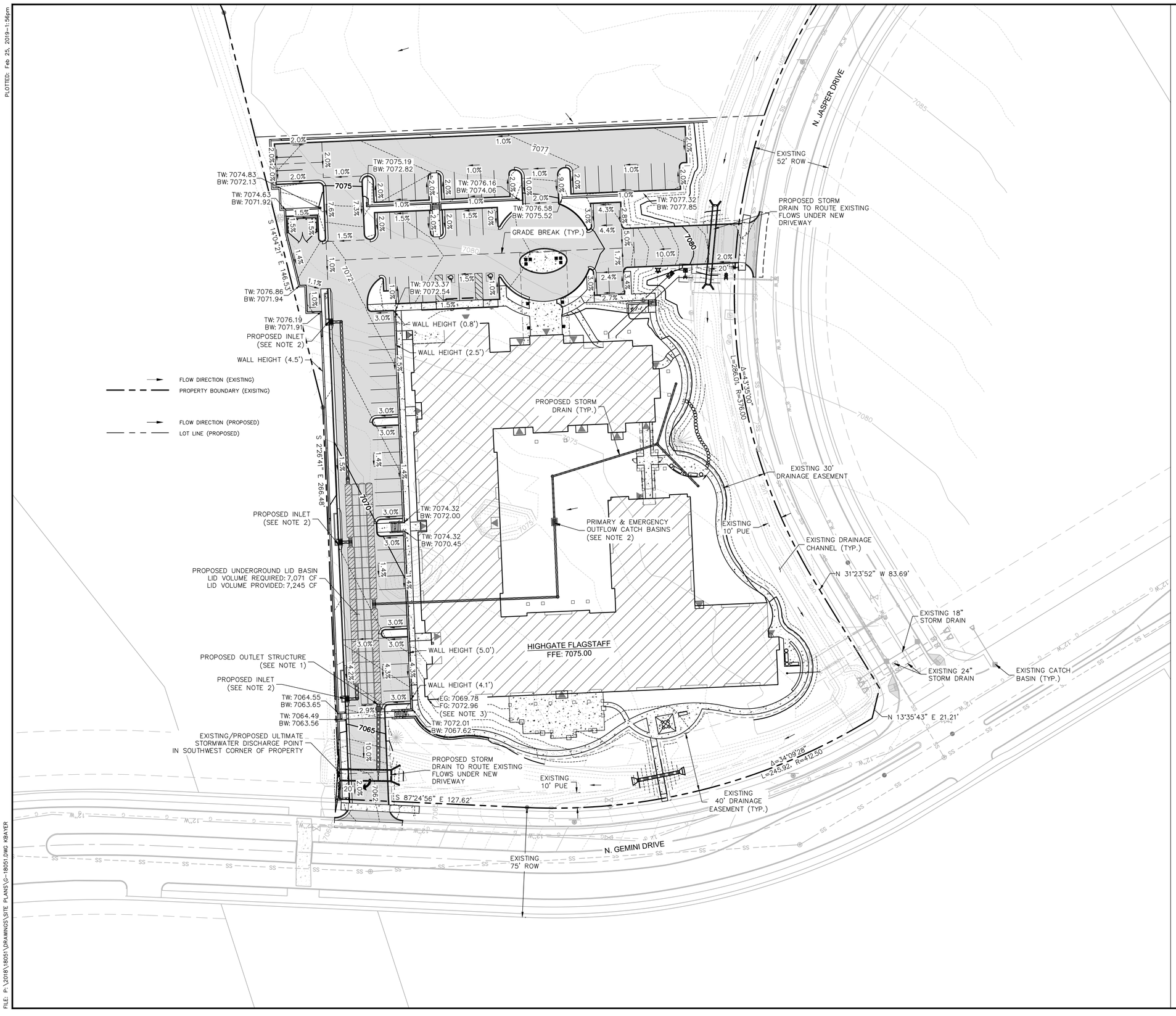
DRAWING NO.
SP01

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.

SCALE 1" : 30'
0 15 30

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
928.773.0354
928.774.8934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

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Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

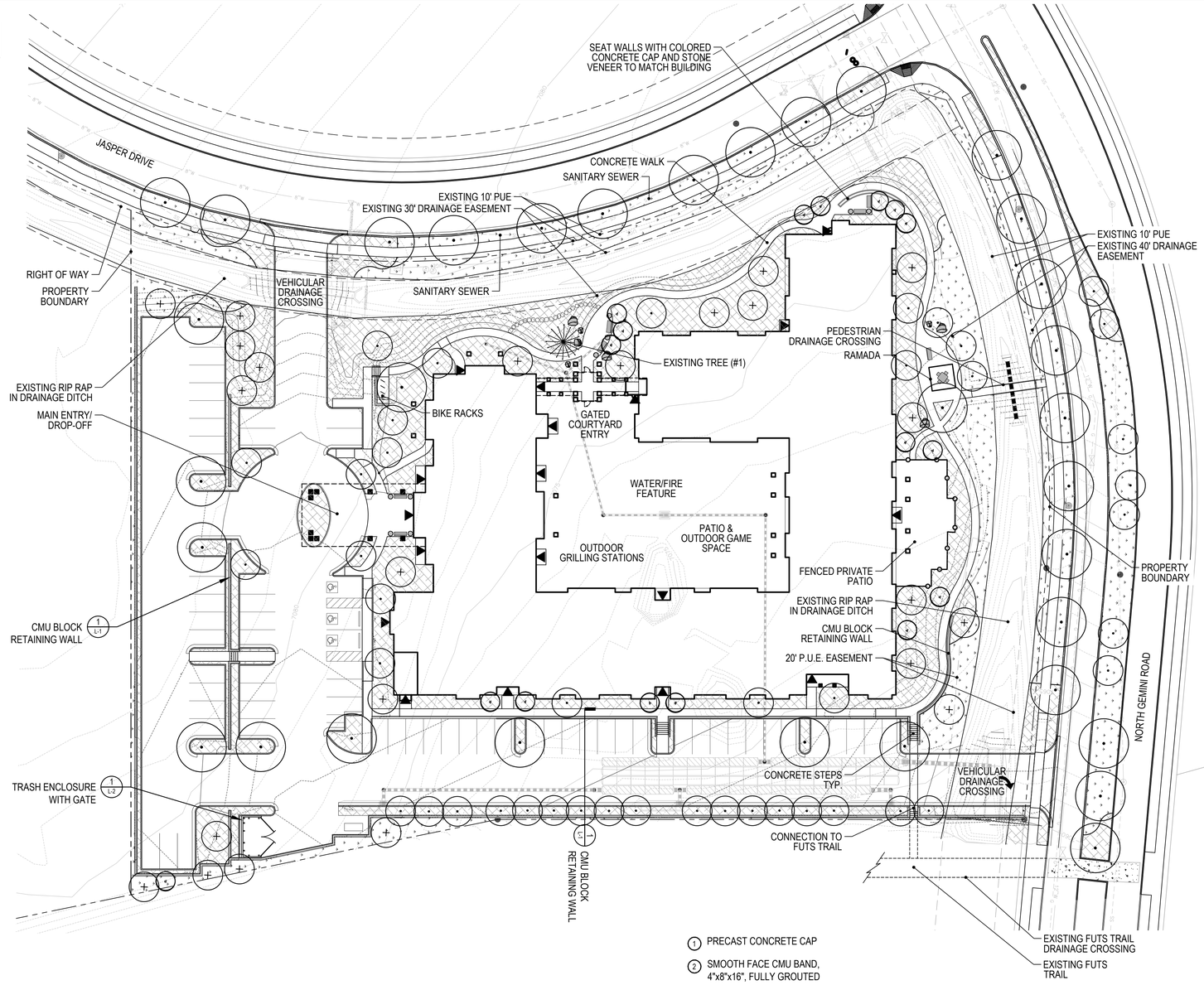
DRAWING NO.
GD01

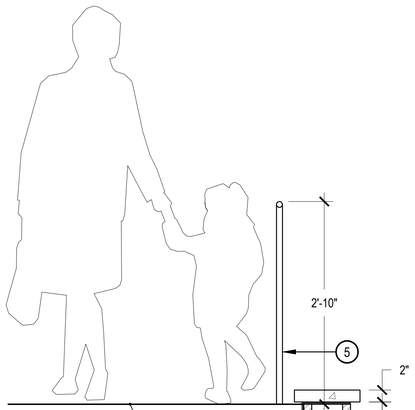
SHT NO. 3 OF 3

FILE: P:\2018\18051\DRAWINGS\SITE PLANS\G-18051.DWG KBAYER

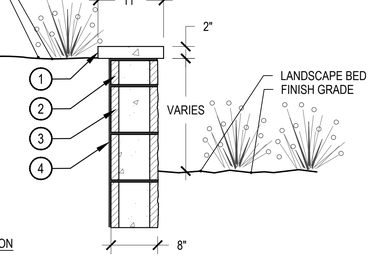
EXISTING TREE CALCULATIONS

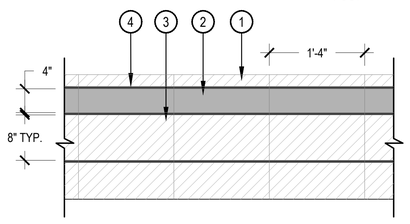
TREE ID#	SIZE (DBH)
#1 - PONDEROSA PINE	10"





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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509-834-0538

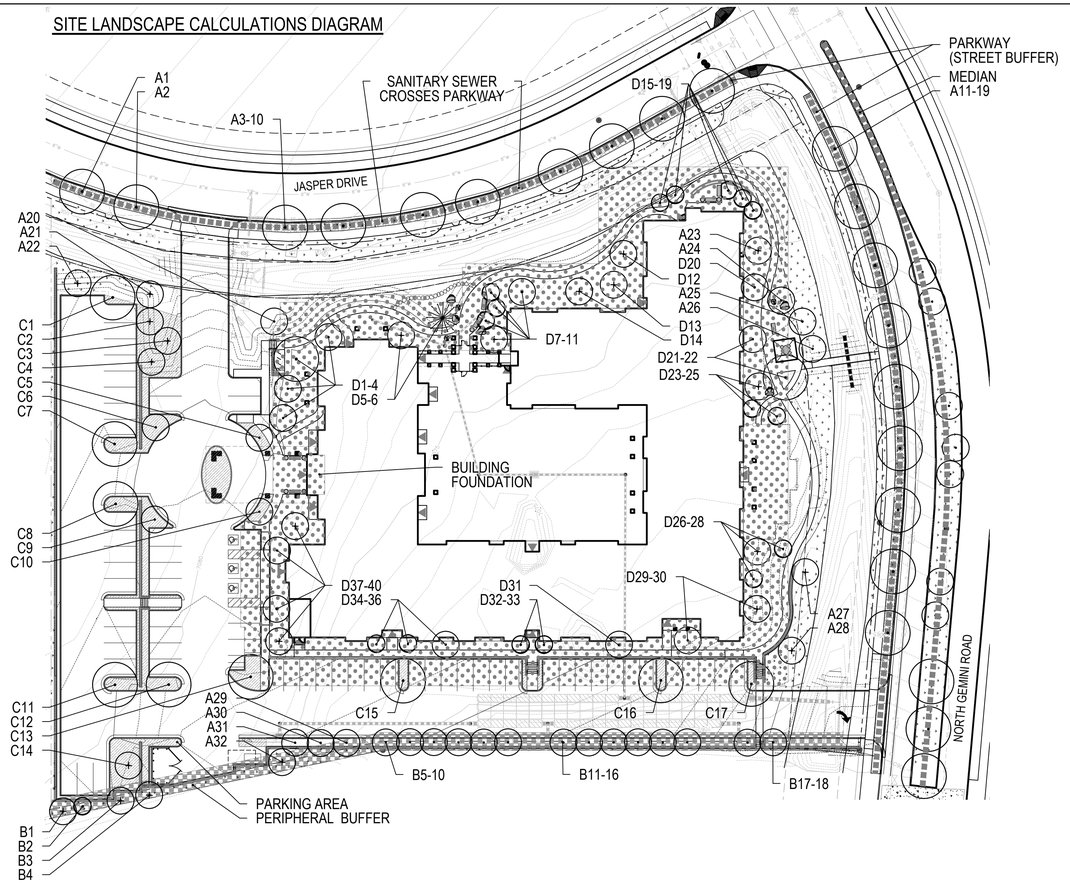
NOT FOR CONSTRUCTION

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

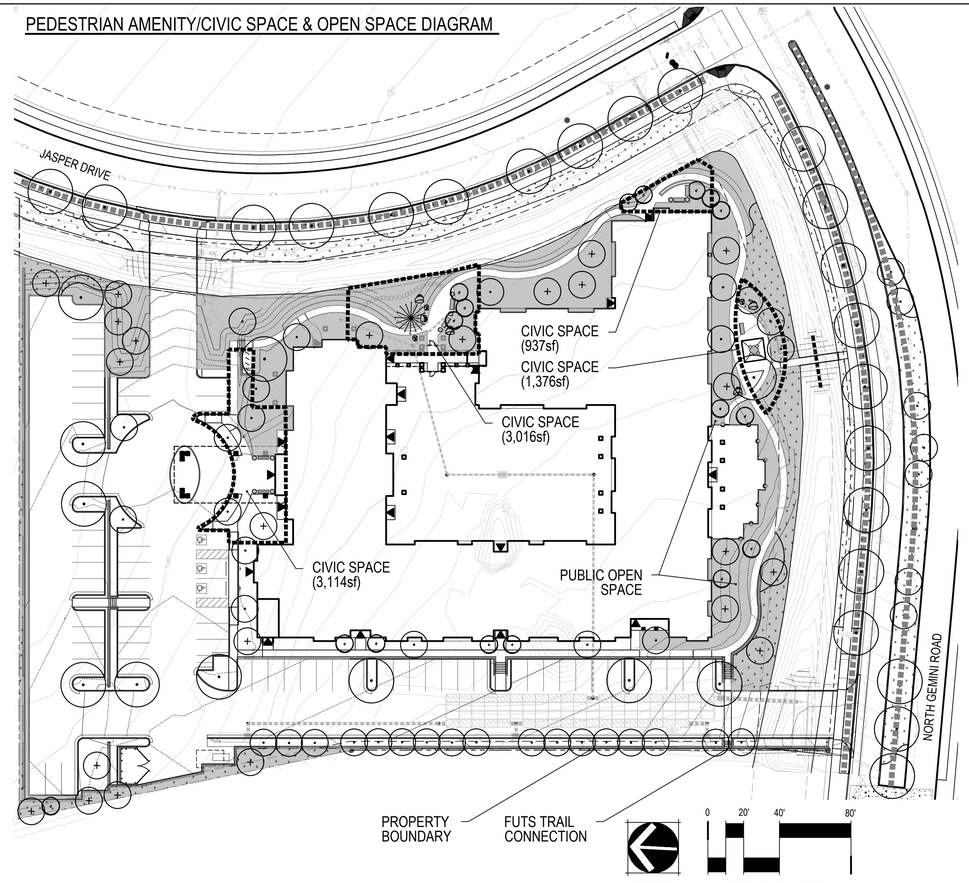
SHEET TITLE:
LANDSCAPE PLAN

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)

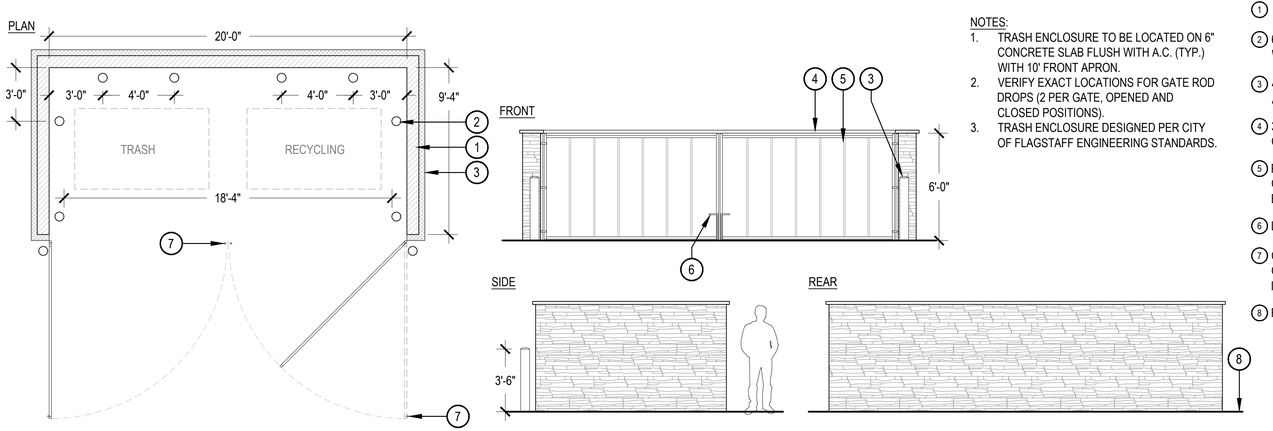
* EACH EXISTING TREE THAT IS A MINIMUM OF SIX INCHES IN DIAMETER AT BREAST HEIGHT (DBH) OR 10 FEET IN HEIGHT OR LARGER MAY SUBSTITUTE FOR THE REQUIREMENT OF TWO EVERGREEN LANDSCAPE TREES.
FOR EACH EXISTING TREE RETAINED IN A LANDSCAPE AREA, THE REQUIREMENT FOR SHRUBS AND GROUNDCOVERS ASSOCIATED WITH 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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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:

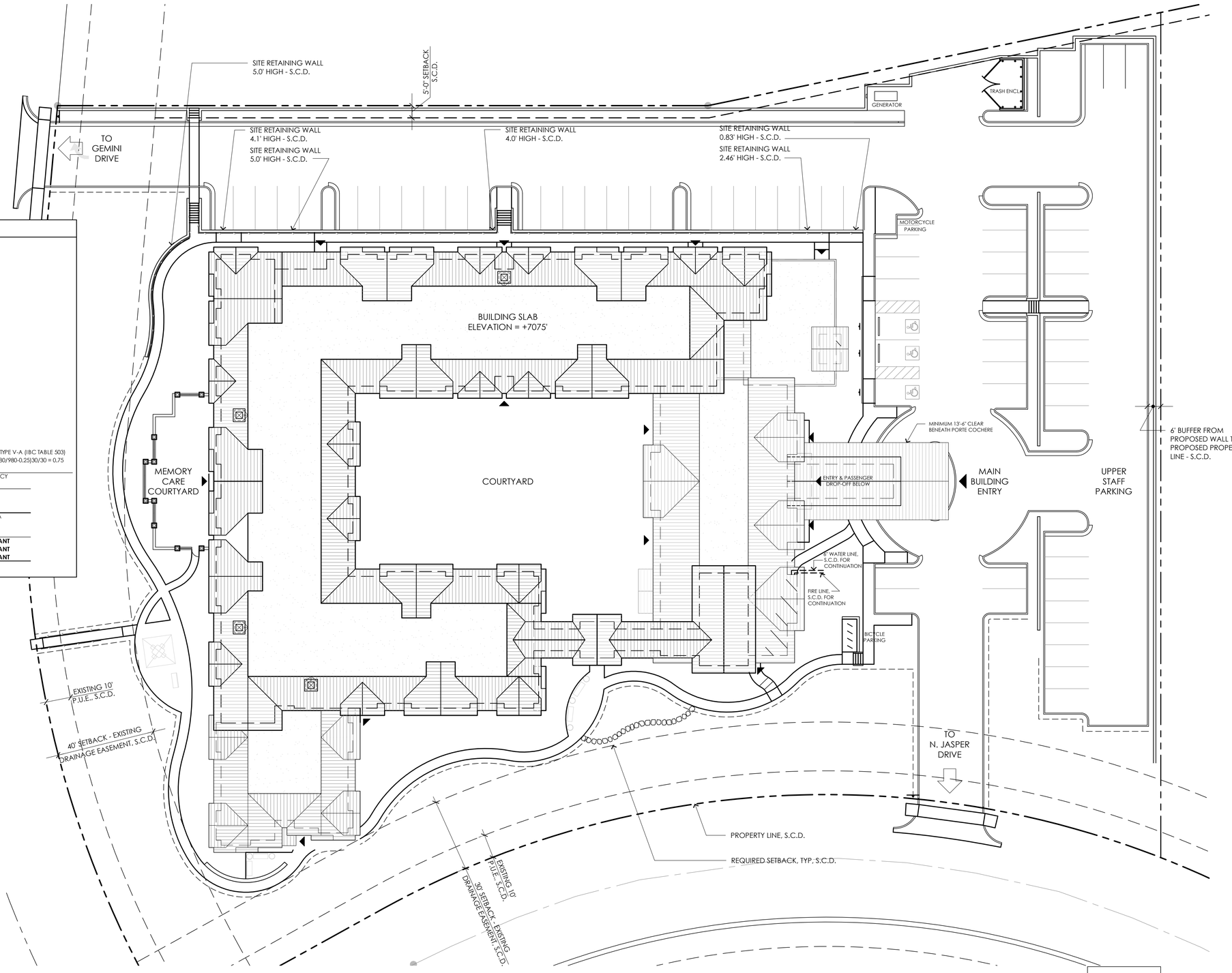
A-2	B	I-1	I-2		
11,500	**18,000**	**10,500**	**9,500**	PER FLOOR	A-2, B, I-1, + I-2 MIXED OCCUPANCY, TYPE V-A (IBC TABLE 503)
8,625	**13,500**	**7,875**	**7,125**	PER FLOOR	FRONTAGE INCREASE IBC 506.2 If=(980/980-0.25)30/30 = 0.75
23,000	**36,000**	**21,000**	**19,000**		SPRINKLERS IBC 506.3 Is=2
43,125	**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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FIRST FLOOR PLAN

A2

SCALE: 1/16" = 1'-0"
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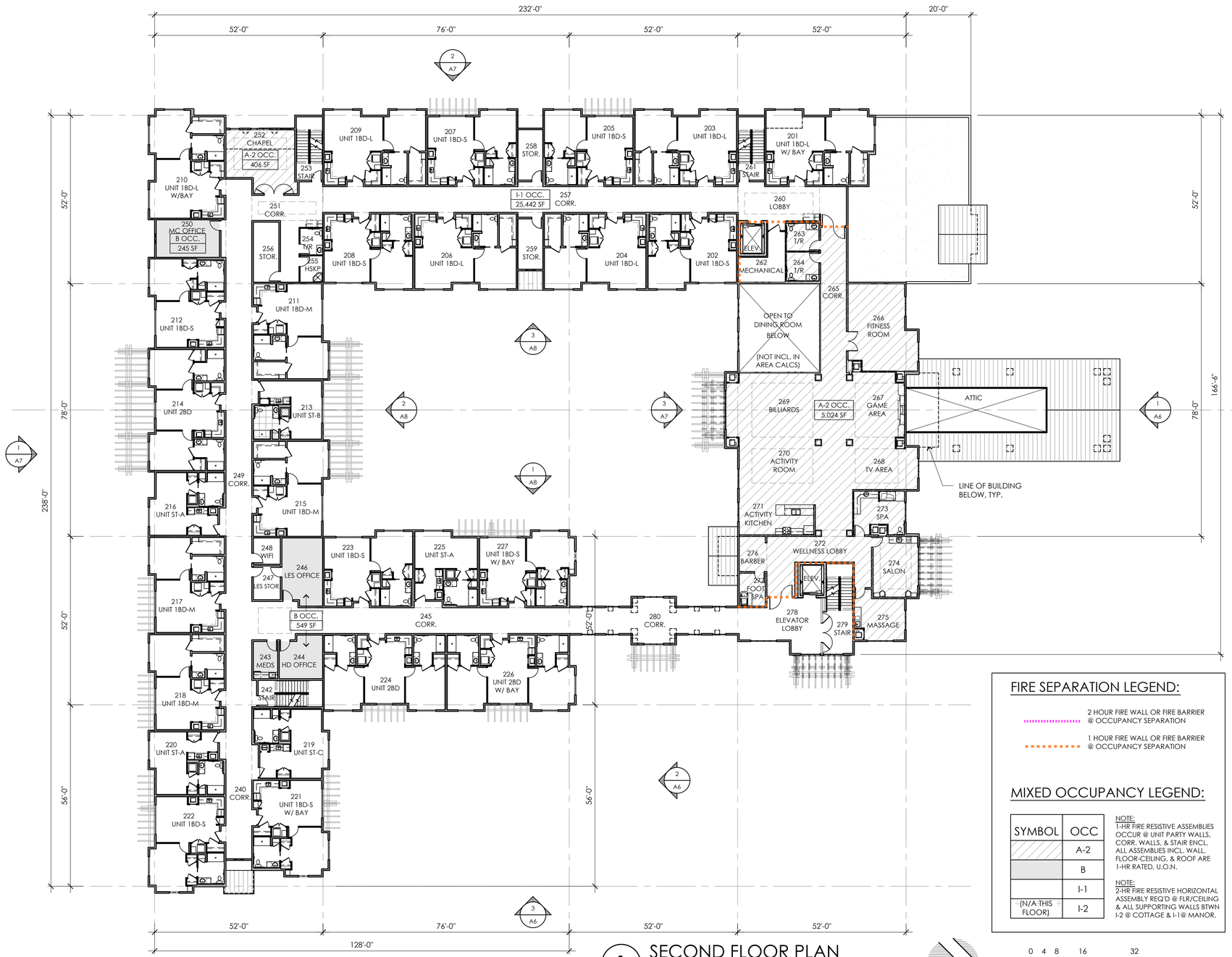

FIRE SEPARATION LEGEND:

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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SECOND FLOOR PLAN

A3

SCALE: 1/16" = 1'-0"
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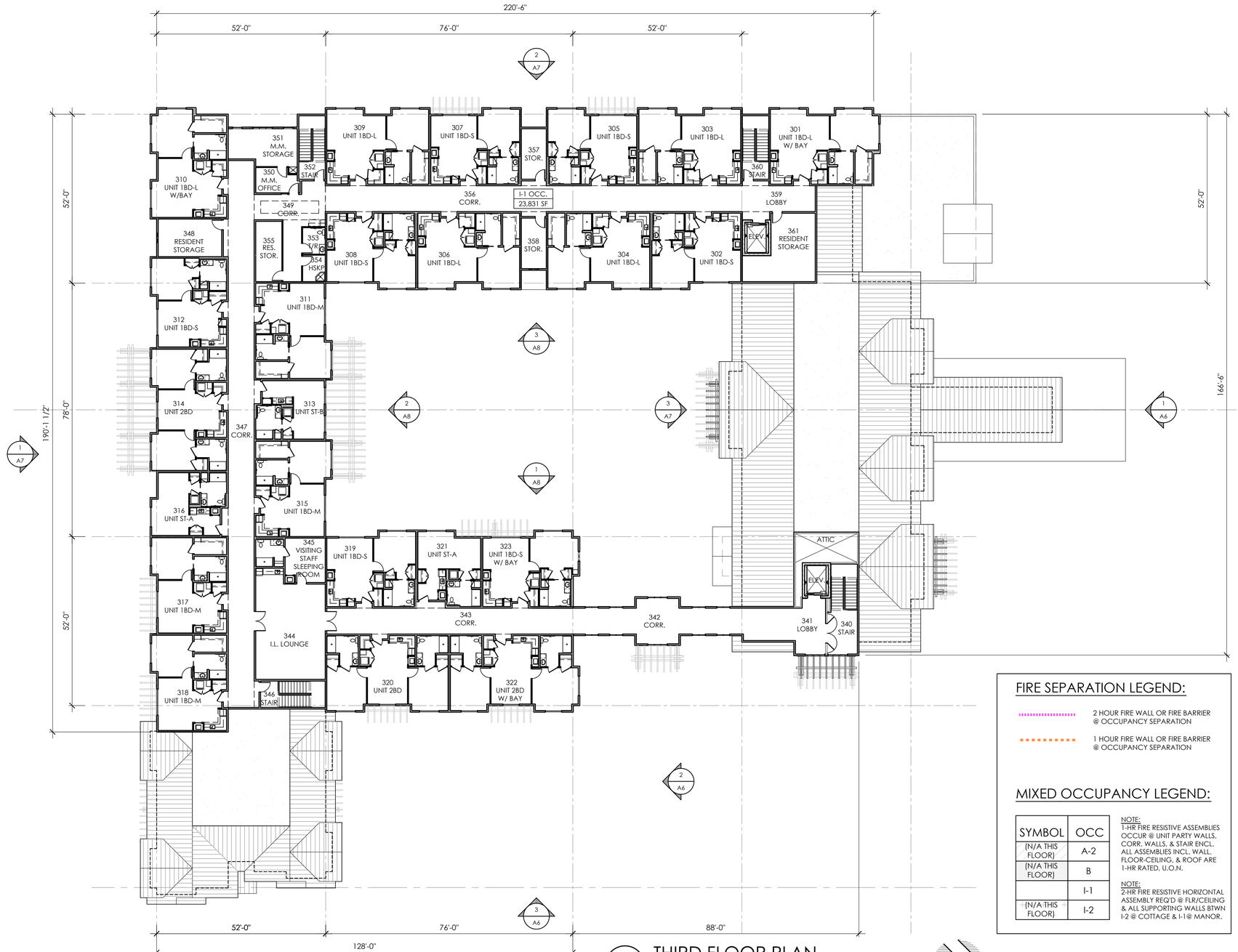

FIRE SEPARATION LEGEND:

- 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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THIRD FLOOR PLAN

A4

SCALE: 1/16" = 1'-0"
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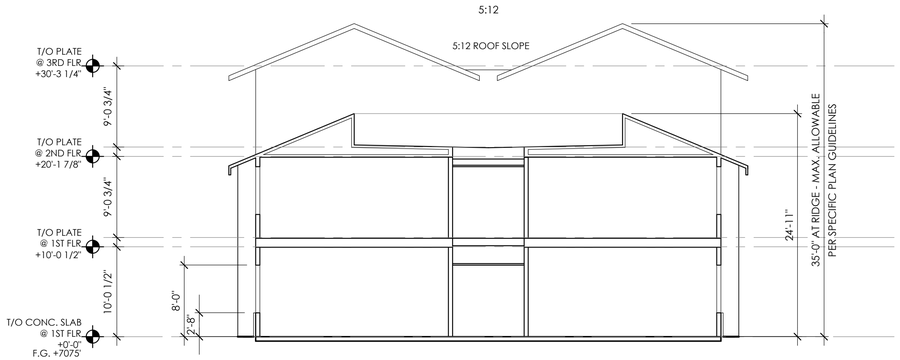
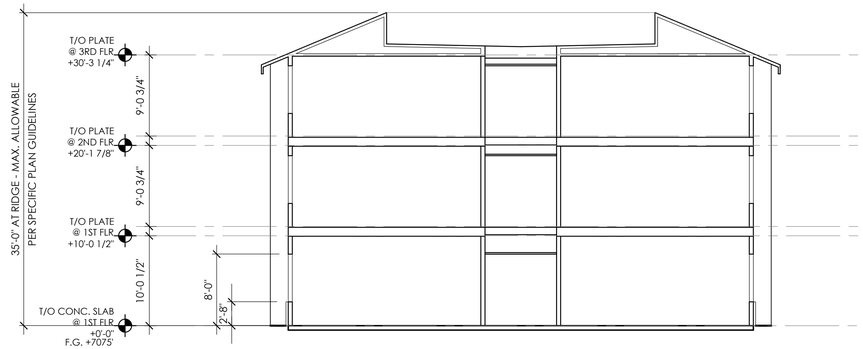


4 BUILDING SECTION 2

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

SCALE: 1/8" = 1'-0"
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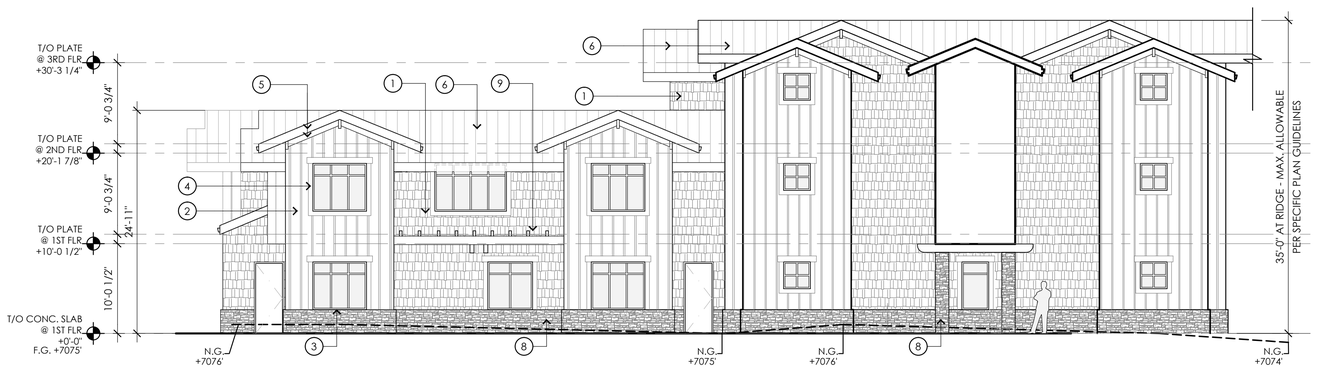
3 EAST ELEVATION

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

SCALE: 1/8" = 1'-0"
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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: RUSSIN BRONZE - LRV 9
6	STANDING SEAM METAL ROOF	MNF: AEP SPAN COLOR: COOL ZINC GRAY - LRV 20
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NOTE: FOR MORE INFORMATION REGARDING COLOR AND MATERIAL SELECTIONS, SEE A5

TWM 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

A6c

SCALE: 1/8" = 1'-0"
DATE: FEBRUARY 26, 2019

TWM NO: 17-108
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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
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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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TWM NO: 17-108
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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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EXTERIOR BUILDING ELEVATIONS

A8

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A8c

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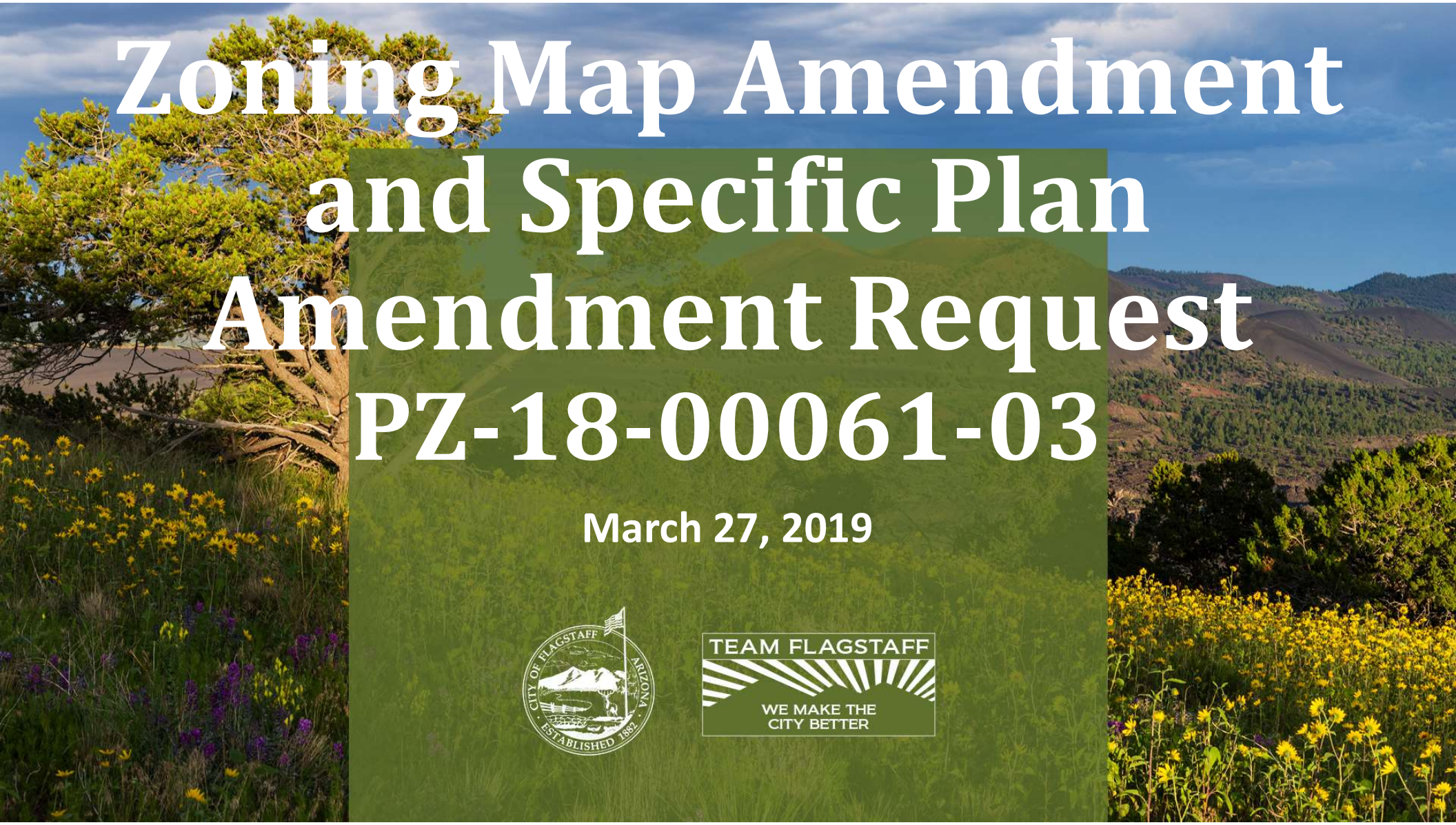


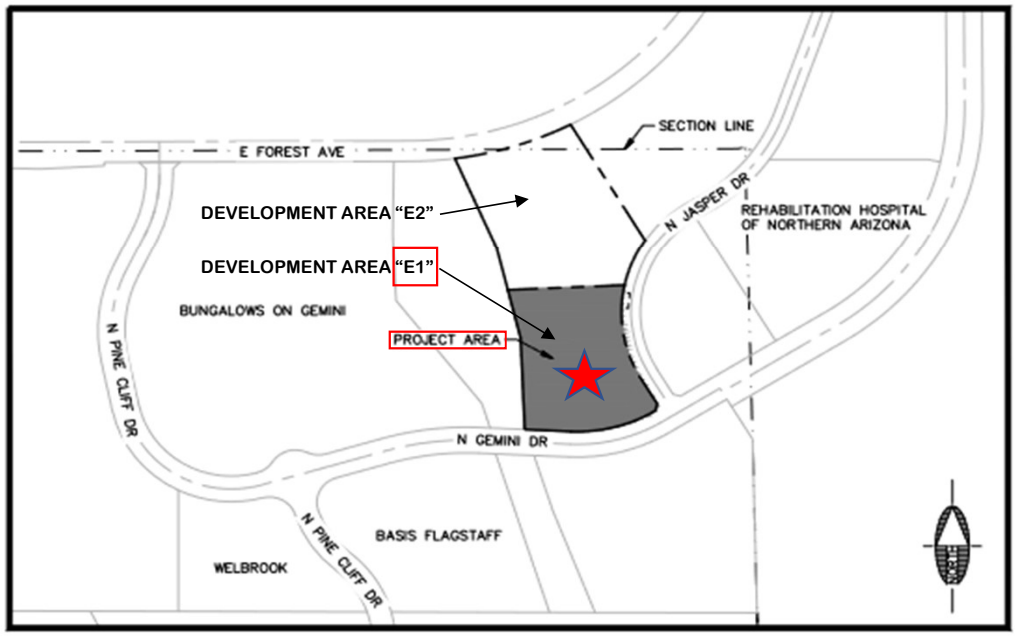
Zoning Map Amendment and Specific Plan Amendment Request PZ-18-00061-03

March 27, 2019

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

VICINITY MAP

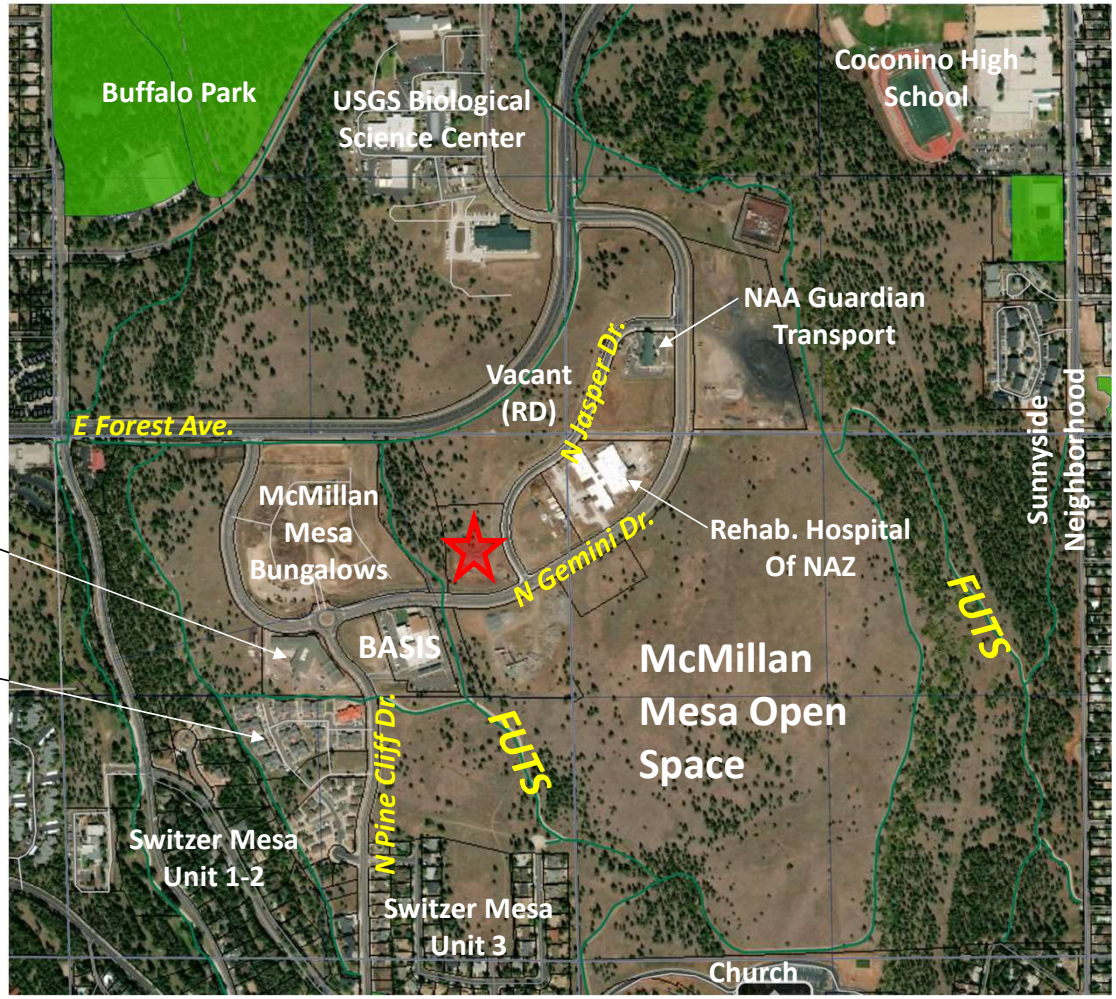
LOCATED IN THE NE ¼ OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE AND MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



Highgate Senior Living Facility

VICINITY MAP
N.T.S.

LOCATION & SURROUNDING USES



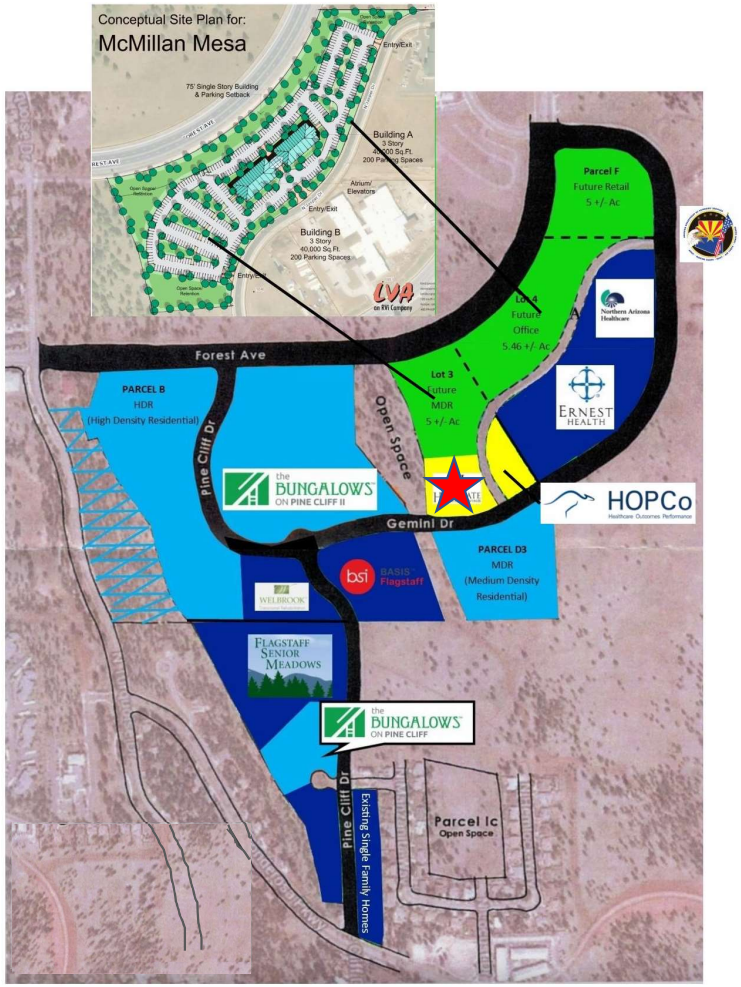
Hospital Hill And Downtown Flagstaff

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?

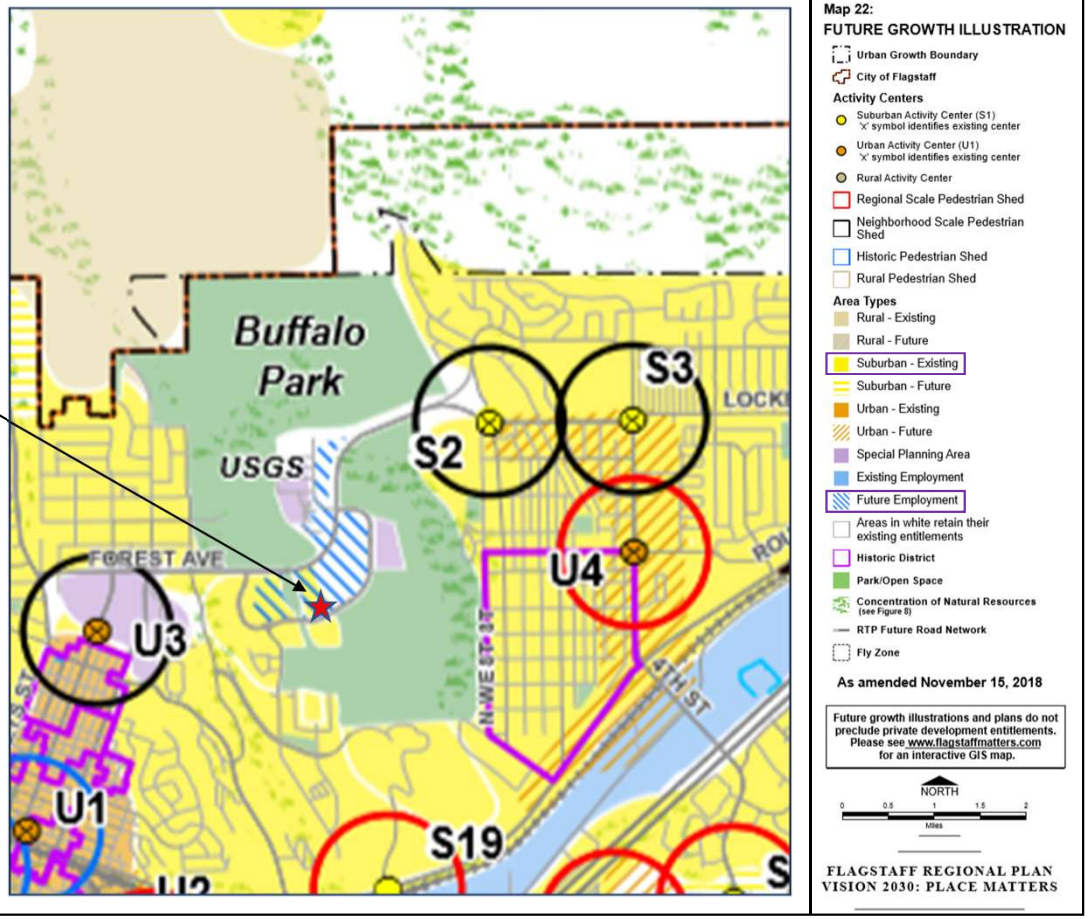
Will this approval support and enhance the Regional Plan

- 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.

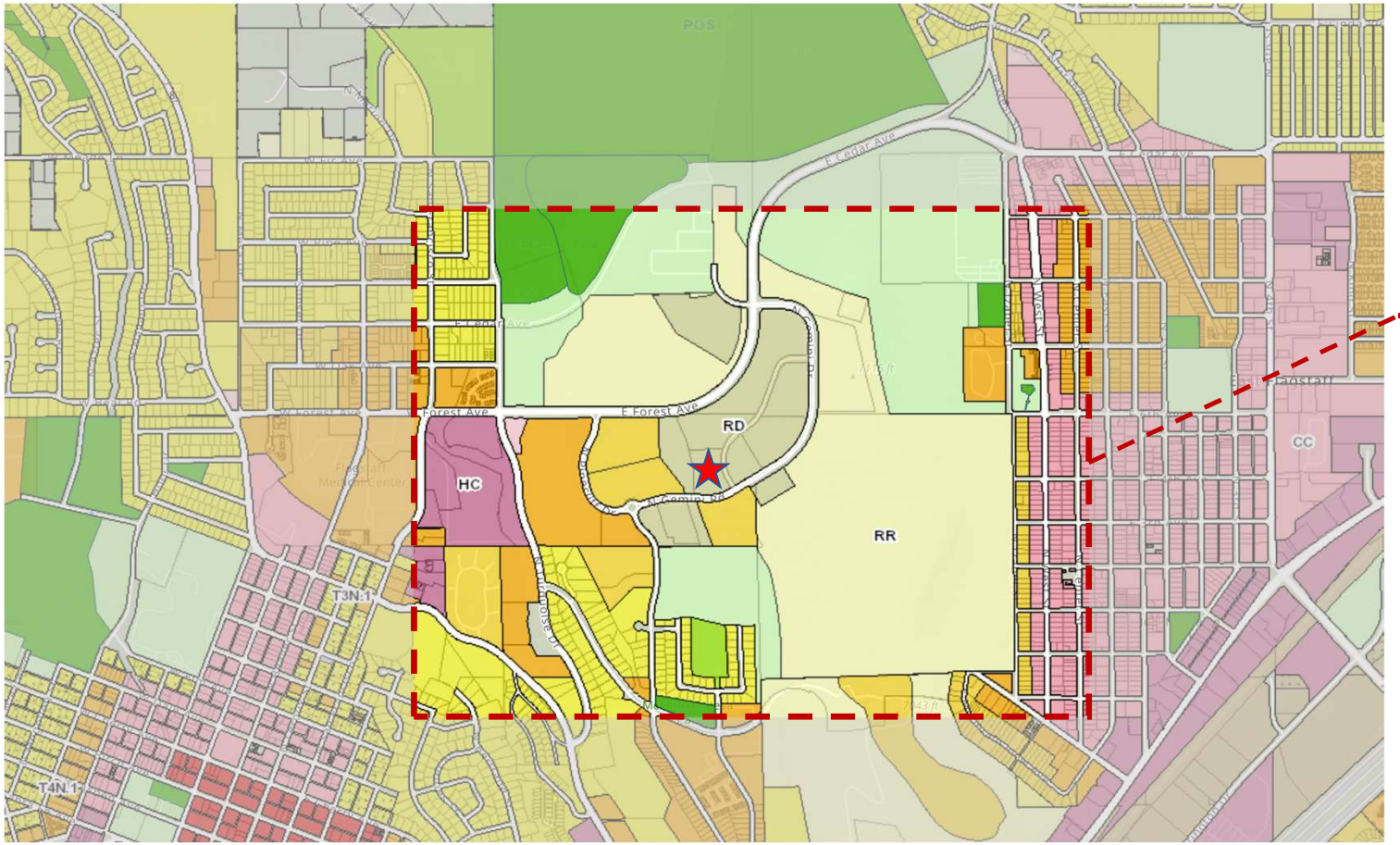
<u>Medium Density Residential (MR):</u>

- 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>

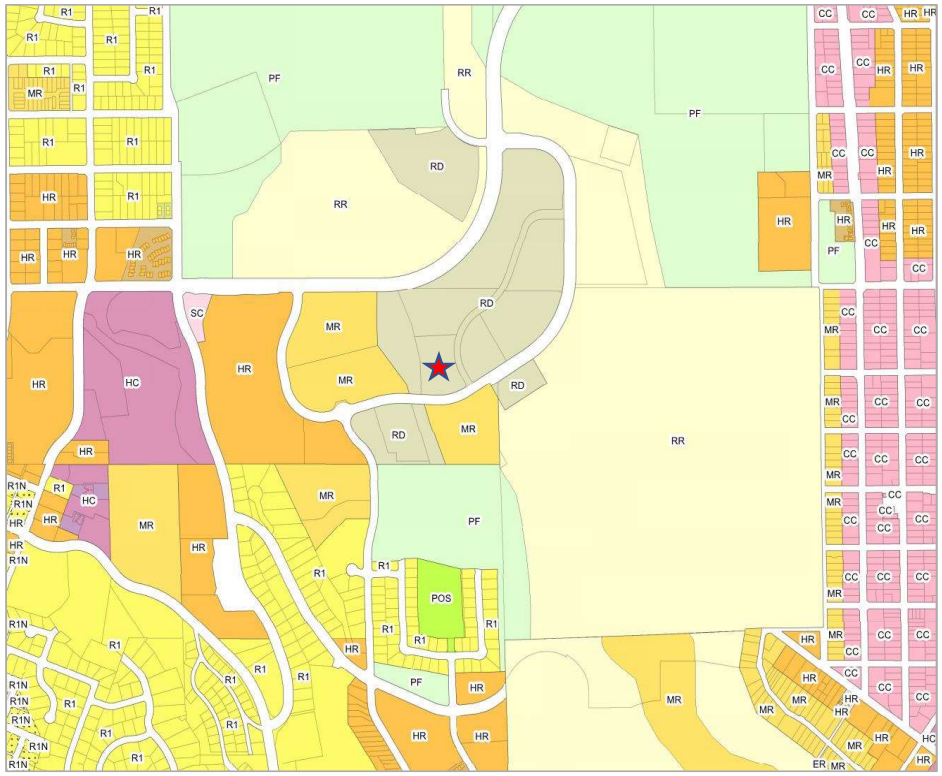
- Permits by right congregate care facilities, meets height limits of the specific plan.
- Seeks community focused commercial development compatible with adjacent non-commercial development.
- Fits goals of an Employment area and Regional Plan vision for suburban areas, conforms to the intentions of Specific Plan community.

ZONING EXHIBIT – Does CC Fit?

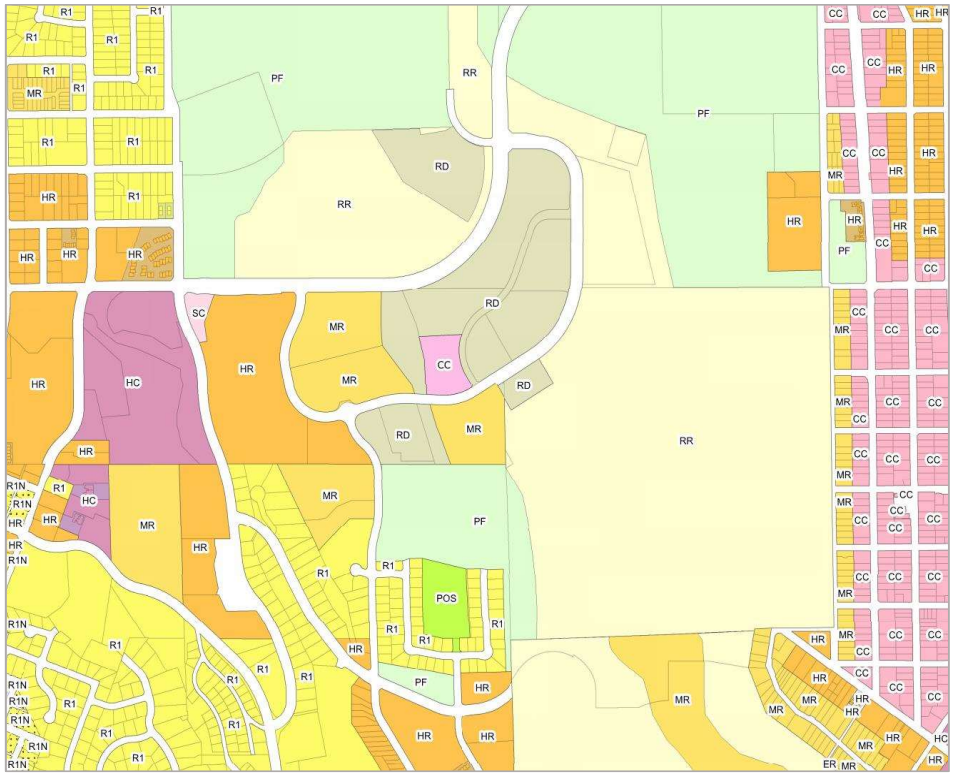


EXISTING AND ADJACENT ZONING

ZONING EXHIBIT



EXISTING ZONING



PROPOSED ZONING

ZONING CODE AND SPECIFIC PLAN STANDARDS - COMPARISON

Zoning Code

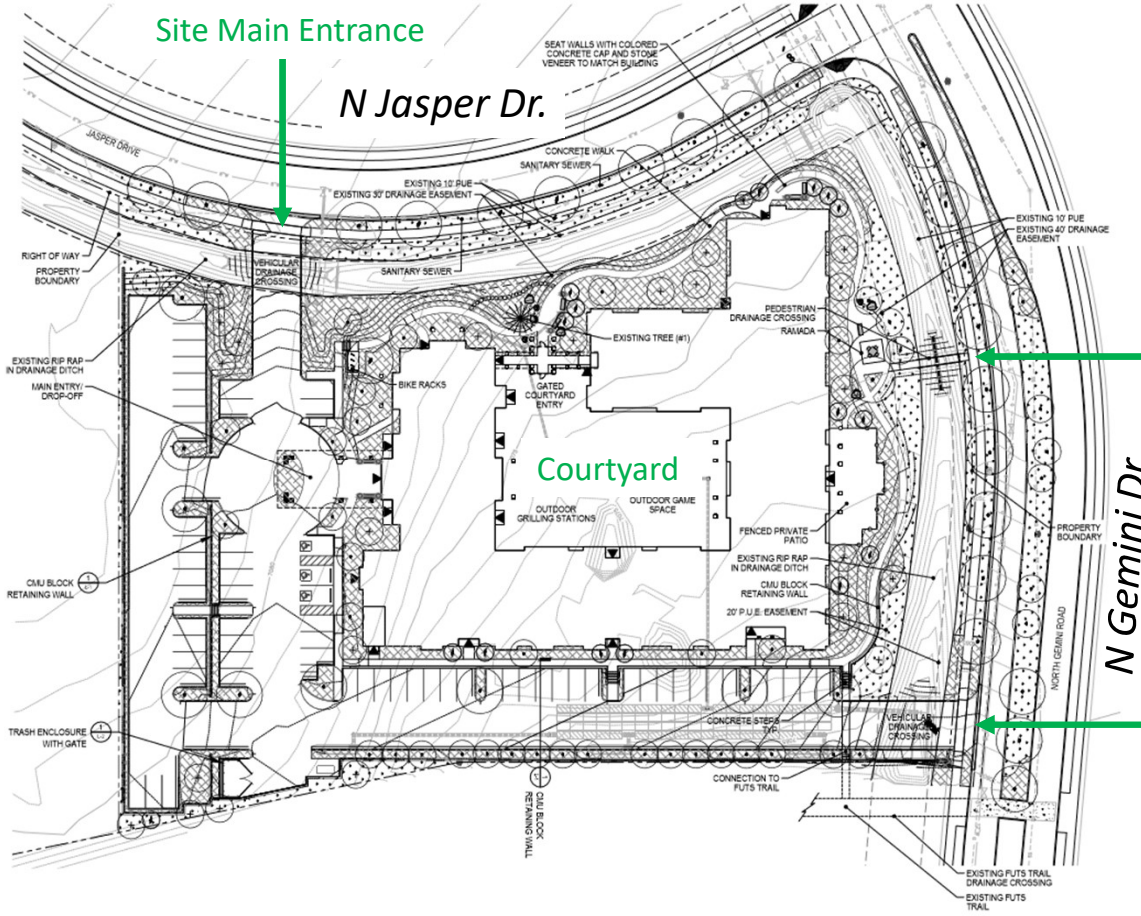
STANDARDS	EXISTING ZONE (RD)	PROPOSED ZONE (CC)	PROPOSED PROJECT
Land Use – Congregate Care		PERMITTED	Congregate Care Use
Maximum Building Height		60’	39’-2”*
Floor Area Ratio (Total Building Square Feet/Site Area)		50% coverage**	0.61 FAR/23% coverage**

*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

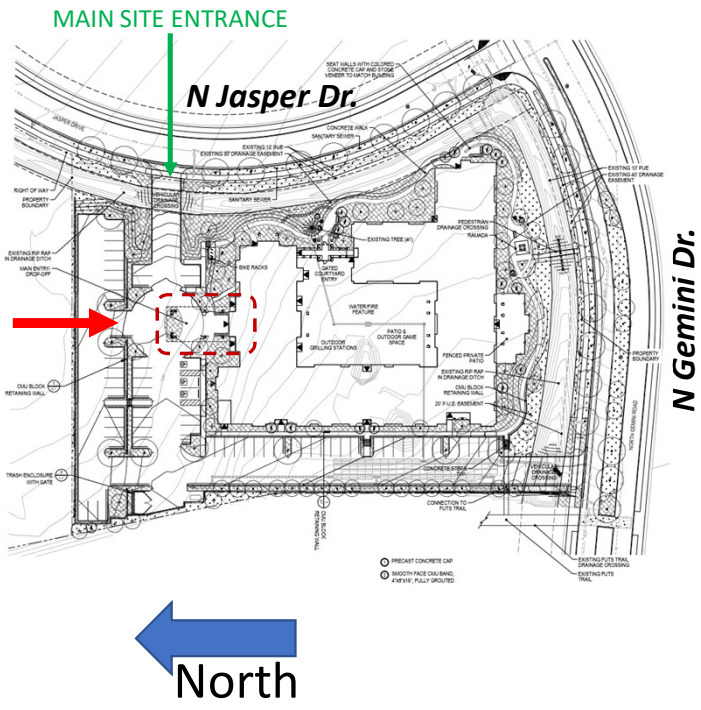
PROPOSED SITE PLAN

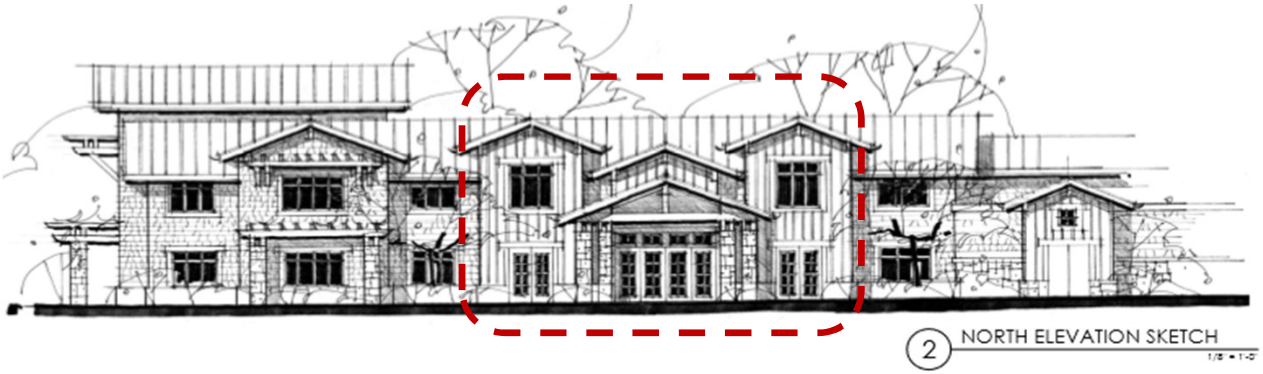


ARCHITECTURAL ELEVATIONS

NORTH BUILDING ELEVATION

CELEBRATE SITE ARRIVAL
Main Entry



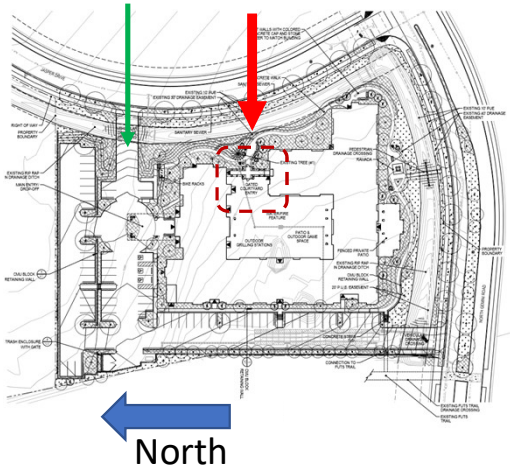


Proposed Materials and Color Scheme

ARCHITECTURAL ELEVATIONS

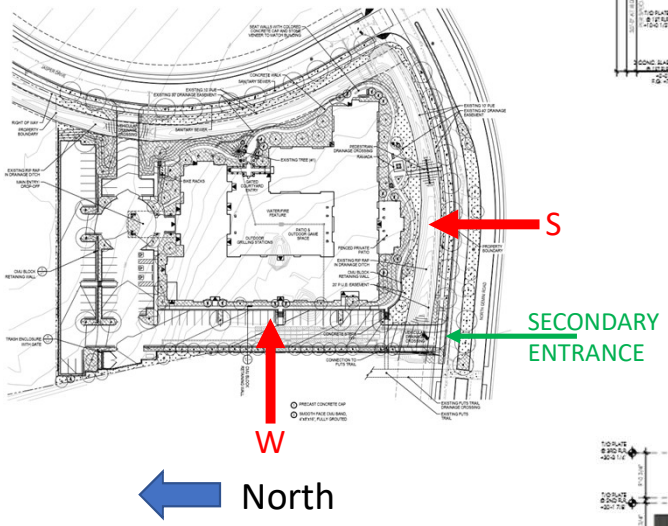
EAST BUILDING ELEVATION

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. 2019-07

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.

2) Building height shall be limited to one story within 100 feet of Forest Ave.

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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

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

1) Setback from the Forest Ave right-of-way shall be a minimum of 75 feet for buildings and parking.

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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

COMMUNITY DEVELOPMENT MEMORANDUM

Date: May 2, 2019

To: Patrick St. Clair, Planning Development Manager

From: Jeff Bauman, City Traffic Engineer

Subject: McMillan Mesa Transportation Impacts

Background:

A Traffic Impact Analysis (TIA) was completed for the McMillan Mesa Village Specific Plan (Master Project TIA) in May 1992 based on the current and future road networks as anticipated at that time. Base roadway conditions in the TIA were based on 1992 and the future project build out conditions were based on anticipated 2012 conditions. While the community in general has changed and grown considerably since 1992, the future road network assumptions in and around the vicinity of the project from 1992 are the same as the road network that exists today.

The McMillan Mesa subdivision roadway improvements were constructed in 2008 based upon the 2012 anticipated conditions for layout, intersection control and number of lanes. The roadway cross sections constructed were slightly modified from the then current 2008 City of Flagstaff Engineering Standards. The modifications included a raised 15' wide median on Gemini instead of a standard center turn lane and Pine Cliff was constructed without a typical center turn lane. All other lane widths, bike lane widths, parkways and sidewalks were constructed per the current Engineering Standards.

Transportation Impact Analysis for McMillan Mesa developments:

The Flagstaff Engineering Standards require that every development that produces more than 100 peak hour trips is required to prepare and submit for approval a Transportation Impact Analysis. For projects less than 100 peak hour trips the City may require a Transportation Impact Analysis for unique or special traffic reasons. For projects occurring within the McMillan Mesa Village Specific Plan boundaries staff has been routinely requiring a trip generation verification

statement. This small TIA or sometimes referred to as a Traffic Statement is used to verify the total trips generated by the development are consistent or lower than originally contemplated in the McMillan Mesa Village Specific Plan TIA, or 'Master Project TIA'. If the total trips are confirmed to be consistent or lower then the project moves forward without additional study. This is confirmation that the project trips have been accounted for and mitigated through the Master Project TIA. If the total trips for the site are anticipated to be higher or would create some previously unanticipated condition, then further study is warranted.

The Highgate development proposal falls in to the trips are consistent or lower than originally anticipate category. An example of a project that required additional study would be how the BASIS project was processed. Each phase of the BASIS project was required to submit a site-specific TIA which focused on the onsite circulation patterns based on the proposed student count.

Anticipated school site compared to actual school site:

The 1992 Master Project TIA anticipated a school site within the subdivision with 600 students. In 1992 the Institute of Transportation Engineers (ITE) Trip Generation Manual had a single trip generation rate for schools, no differentiation for Elementary / High School / Charter. In the Master Project TIA the total daily trips from the school was anticipated to be 600 students X 1.36 vehicle trips per student = 816 daily trips. The ITE Trip Generation Manual today has a differentiation between various school types and following national trends in mode choice for school trips (decreased reliance on bussing) the vehicle trips per student has increased for all school types. So, based on current trip generation rates a K-12 Private School of 600 students would be anticipated to produce 600 students X 2.48 vehicle trips per student = 1,488 daily trips.

The BASIS school has approximately 810 students and does not utilize a bus fleet, though Mountain Line service is provided at an adjacent bus stop at the start and end of the school day. This service has not been as successful as hoped and Mountain Line is planning to reduce the number of stops per day for next school year. A unique characteristic of this school site is the staggered start and end times for each school day, staggered start times are a form of Travel Demand Management. For the BASIS analysis trip rates were collected at BASIS schools across Arizona including the Flagstaff site. The total trips for BASIS Flagstaff was determined to be 810 students X 2.09 vehicle trips per student = 1,696 daily trips. The most recent BASIS expansion included an updated traffic study with the updated student count and a modified drop-off and pick-up layout.

Staff has spent considerable time observing and communicating with the school administration on drop-off and pick-up patterns, staff duties, and parent education. Throughout this school year staff has observed that the morning drop-off queues on to Pine Cliff have been reduced and often eliminated, and the

afternoon on-street queuing has also decreased from previous school years but does still occur for several minutes just prior to 4:00 PM.

Comparison of forecasted project traffic to actual build out:

The Master Project TIA for McMillan Mesa Village was completed in 1992 based on current and anticipated conditions at a 20 year build out. The subdivision improvements were constructed in 2008 with primarily two-lane collector type roadways connecting the adjacent roadway network at Pine Cliff and Ponderosa Parkway to the South and twice to Forest Avenue on the North. In 2015 much of the vacant land within this development was 'down' zoned resulting in a project that produces approximately 9,800 vehicles per day compared to the TIA anticipated 21,300 vehicles per day. With the addition of the Veterans facility the anticipated total trips increases from 9,800 vehicles per day to 10,700 vehicles per day.

Attached to this report is a parcel by parcel listing of total trips generated for each scenario – Master Project TIA, 2015 rezoning and 2019 to date.

Neighborhood Concerns on Pine Cliff:

Staff has continued to work with the adjacent McMillan Mesa residents with their specific concerns of traffic congestion at BASIS, construction impacts, and overall traffic speed and volumes passing by the front of their homes on Pine Cliff Drive. The options and ability of the City to reduce traffic volumes on Pine Cliff were mostly eliminated with the removal of the north-south connector road as a part of Proposition 413 and the subsequent Major Regional Plan amendment in 2018 (see attached 2018 CCR – McMillan Mesa Regional Plan Amendment). Traffic volumes on Pine Cliff Drive under current zoning and land use assumptions are projected to increase 150% from 2018 levels at buildout of the McMillan Mesa Village project.

Staff held a neighborhood meeting on Pine Cliff Drive with concerned citizens in September of 2018 and committed to further evaluation and collaboration of their traffic concerns. Due to the traffic pattern changes as a result of the roundabout construction at Switzer Canyon Drive and Turquoise Drive traffic counts in the area will resume in Fall 2019.

The public meeting notes are attached for a more detailed look at the proceedings.

Recommendation / Conclusion:

The results of the overall look at traffic generation of McMillan Mesa Village comparing the anticipated Master Project TIA buildout conditions to currently projected buildout results in a reduction from 21,300 vehicles per day to 10,700 vehicles per day inclusive of the previously unanticipated Veterans facility.

Traffic volume counts on each individual road and intersection have not been conducted recently to determine current Level of Service conditions. Due to the ongoing road construction and detours associated with the Switzer Canyon Drive and Turquoise Drive roundabout, counting for the Pine Cliff Drive neighborhood concerns will begin in Fall 2019.

This Report is for information only.

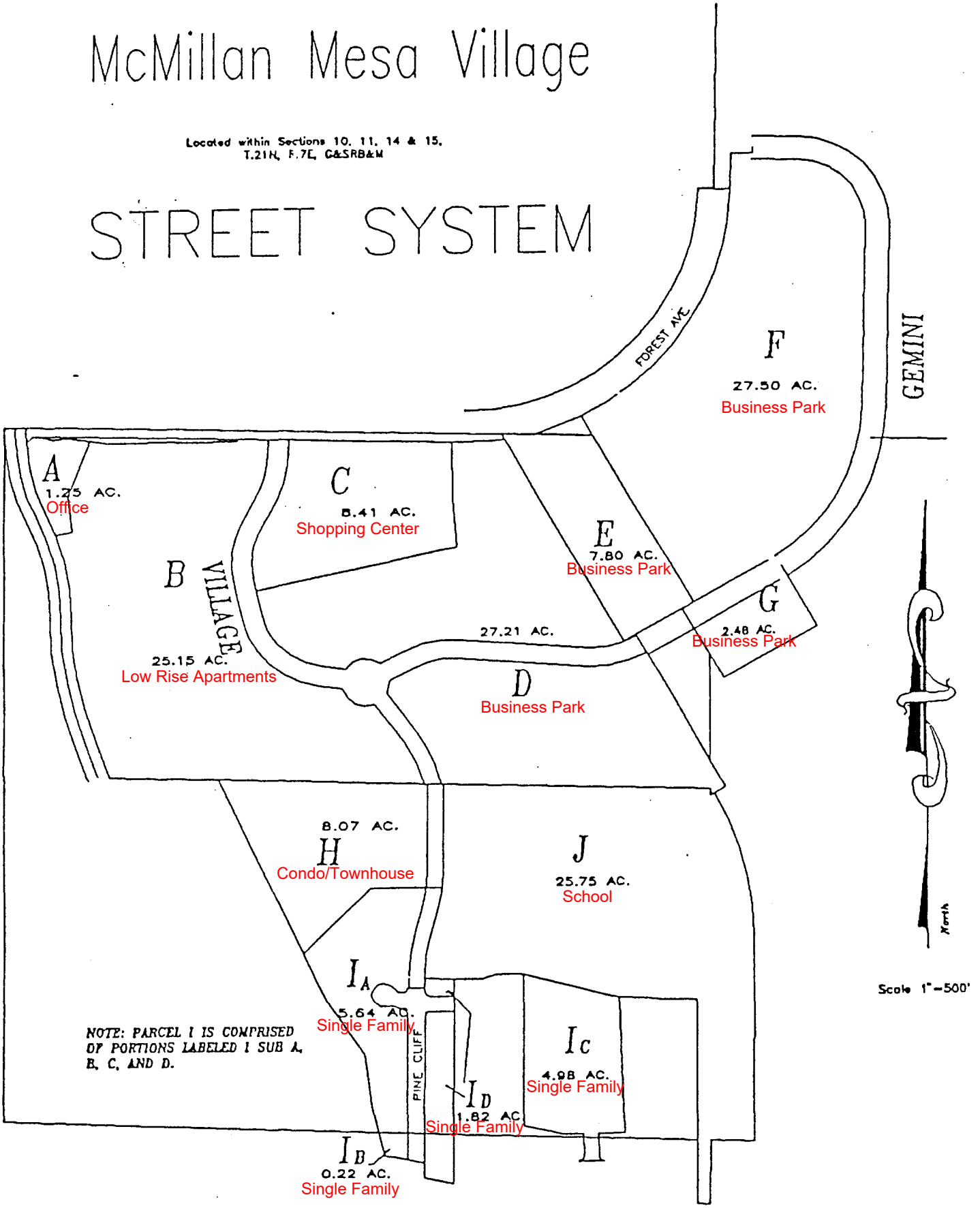
Attachments:

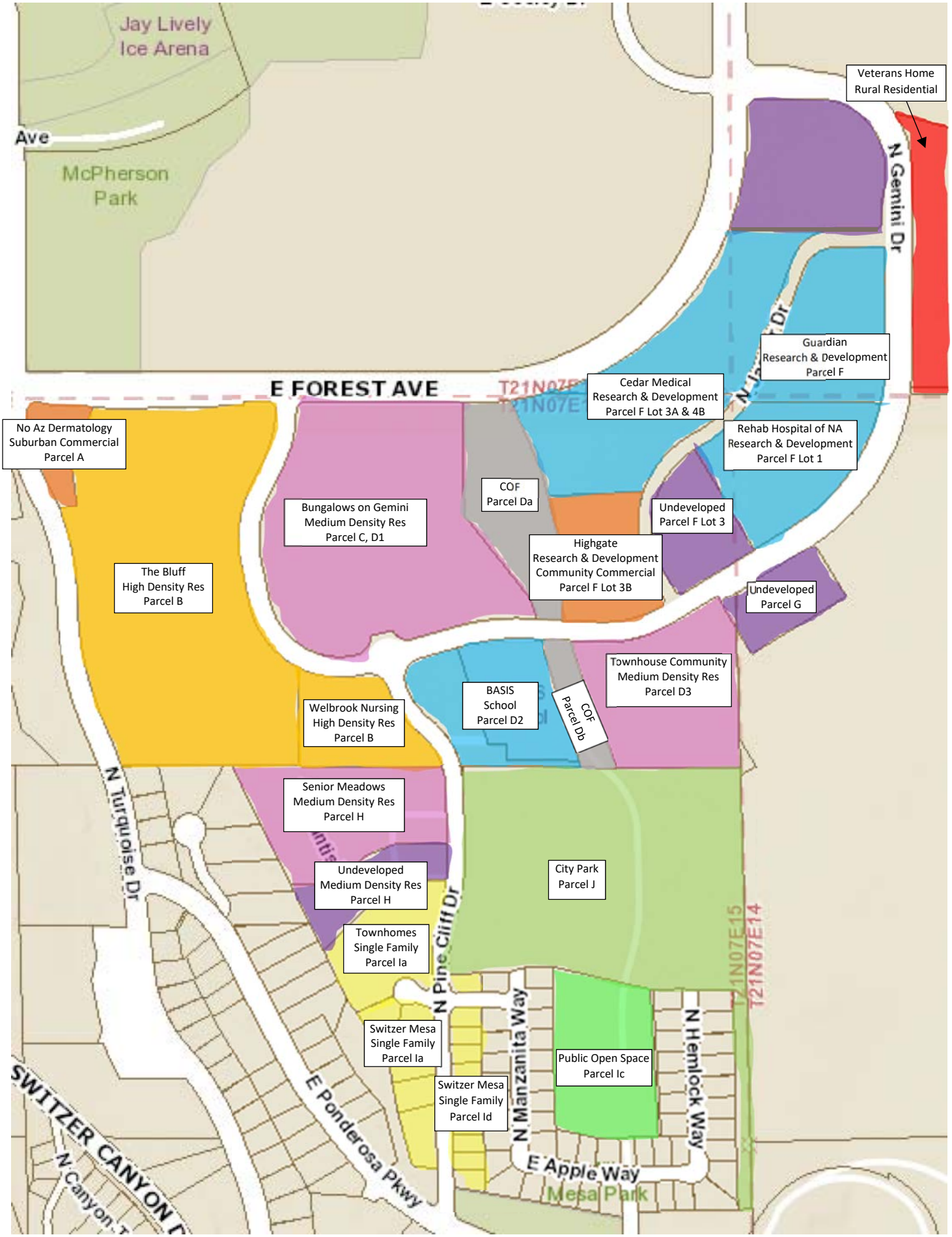
1992 TIA Parcel Map
2019 Parcel Map
McMillan Mesa Trip Comparison
Pine Cliff Meeting notes 09112018
CCR June 2018 – McMillan Mesa Major Plan Amendment

McMillan Mesa Village

Located within Sections 10, 11, 14 & 15,
T.21N, R.7E, G&SRB&M

STREET SYSTEM




Jay Lively Ice Arena
Ave
McPherson Park
Veterans Home Rural Residential
N Gemini Dr
E FOREST AVE
T21N07E
T21N07E1
Guardian Research & Development Parcel F
Cedar Medical Research & Development Parcel F Lot 3A & 4B
Rehab Hospital of NA Research & Development Parcel F Lot 1
No Az Dermatology Suburban Commercial Parcel A
COF Parcel Da
Bungalows on Gemini Medium Density Res Parcel C, D1
Undeveloped Parcel F Lot 3
Highgate Research & Development Community Commercial Parcel F Lot 3B
The Bluff High Density Res Parcel B
Undeveloped Parcel G
Townhouse Community Medium Density Res Parcel D3
BASIS School Parcel D2
COF Parcel Db
Welbrook Nursing High Density Res Parcel B
N Turquoise Dr
Senior Meadows Medium Density Res Parcel H
City Park Parcel J
Undeveloped Medium Density Res Parcel H
N Pine Cliff Dr
Townhomes Single Family Parcel Ia
T21N07E15
T21N07E14
Switzer Mesa Single Family Parcel Ia
N Manzanita Way
N Hemlock Way
Public Open Space Parcel Ic
Switzer Mesa Single Family Parcel Id
E Ponderosa Pkwy
E Apple Way
Mesa Park
SWITZER CANYON D
N Canyon

Average Weekday Trip Ends (1992 TIA)

Land Use	*Intensity*	*Units*	*ITE Code*	*Rate*	*Trips*
Office (One Tenant Office Parcel A)	10	1000 S.F.	715	3.55	36
High Density Residential (Low Rise Apartment Parcel B)	471	Unit	221	6.59	3,104
Shopping Center (Parcel C)	65	1000 S.F.	820	91.65	5,957
Business Park (Parcels D, E, F, & G)	65	Acres	770	159.75	10,384
Multifamily Residential (Condo/Townhouse Parcel H)	72	Dwellings	230	5.86	422
Low Density Residential (Single Family Parcel I)	63	Dwellings	210	9.55	602
School (Parcel J)	600	Students	530	1.38	828
TOTAL					**21,332**

Average Weekday Trip Ends (2015 Rezone)

Land Use	*Intensity*	*Units*	*ITE Code*	*Rate*	*Trips*
High Density Res (Parcel B) - **The Bluff & Welbrook Nursing**	292	Units	222	4.20	1226
Medium Density Res (Parcel C) - **Bungalows**	75.69	Dwellings	221	6.59	499
Medium Density Res (Parcel D1) - **Bungalows**	66.15	Dwellings	221	6.59	436
School (Parcel D2) - **Basis School**	500	Students	534	0.90	450
Medium Density Res (Parcel D3) - **Townhouse Community**	56.7	Dwellings	230	5.80	329
Business Park (Parcel E)	7.8	Acres	770	149.74	1168
Business Park (Parcel F1)	7.14	1000 S.F.	715	11.62	83
Business Park (Parcel F2)	18.2	Acres	770	149.78	2726
Medium Density Res (Parcel H) - **Flagstaff Senior Meadows**	60	Dwellings	252	3.48	209
Single Family Res (Parcels Ia - Id) - **Switzer Mesa**	63	Dwellings	210	9.56	602
City Park (Parcel J)	25.75	Acres	411	1.59	41
TOTAL					**7,769**

Average Weekday Trip Ends (2019 Today)

Land Use	*Intensity*	*Units*	*ITE Code*	*Rate*	*Trips*	
Medical-Dental Office Building (Parcel A) - **North. Az. Dermatology**	7	1000 S.F.	720	10.18	71	*equation
High Density Res (Parcel B) - **The Bluff**	236	Dwellings	222	4.20	991	
High Density Res (Parcel B) - **Welbrook Nursing**	45	Employees	620	4.66	210	*equation
Medium Density Res (Parcel C & D1) - **Bungalows**	135	Dwellings	221	7.99	1079	*equation
Research & Development (Parcel D2) - **Basis School**	810	Students	-	-	1696	*from traffic statement 9.21.17
Medium Density Res (Parcel D3) - **Townhouse Community**	59	Dwellings	230	6.89	406	*equation
Research & Development (Parcel F) - **FMC Guardian**	65.8	1000 S.F.	710	14.52	955	*equation
Research & Development (Parcel F Lot 1) - **Rehabilitation Hospital of NA**	140	Employees	620	3.07	430	*equation
Research & Development (Parcel F Lot 3) - **Undeveloped**	2.62	Acres	770	149.79	392	*used business park (worst case)
Research & Development (Parcel F Lot 4A) - **Undeveloped**	5.32	Acres	770	149.79	797	*used business park (worst case)
Research & Development (Parcel F Lots 3A & 4B) - **Cedar Medical**	10.02	Acres	770	149.79	1501	*used business park (worst case)
Community Commercial (Parcel F Lot 3B) - **Highgate**	80	Occupied Beds	254	3.26	261	*equation
Research & Development (Parcel G) - **Undeveloped**	2.02	Acres	770	149.79	303	*used business park (worst case)
Medium Density Res (Parcel H) - **Flagstaff Senior Meadows**	60	Dwellings	252	3.48	209	
Medium Density Res (Parcel H) - **Undeveloped**	22	Dwellings	252	3.48	77	*used avg dwellings/acre from Senior Meadows
Single Family Res (Parcels Ia) - **Townhomes**	23	Dwellings	230	7.79	179	*equation
Single Family Res (Parcels Ia, Ib) - **Switzer Mesa**	6	Dwellings	210	13.15	79	*equation
Public Open Space (Parcels Ic) - **Public Open Space**	-	-	-	-	-	
Single Family Res (Parcels Id) - **Switzer Mesa**	11	Dwellings	210	12.53	138	*equation
City Park (Parcel J) - **Undeveloped**	19.15	Acres	411	1.59	30	
TOTAL					**9,804**	

Rural Residential - **Veterans Home**	100	Dwellings	221	9.00	900	*equation

TOTAL Including Proposed Veterans Home	**10,704**

Meeting Notes

Neighborhood sponsored community meeting on Pine Cliff Drive

Tuesday, September 11, 2018

Hosted by Melissa Griffin and James Connell at 990 N. Pine Cliff Drive

Attendees: Sara Dechter (Planning), Jeff Bauman(Traffic Engineering, Sgt. Jeff James (Police – Traffic Unit), Melissa Griffin and James Connell, Angela Shepper, Steve, Jen, Joe Hart, and another neighbor.

Three main issues identified by neighbors are parking, speed and volume of traffic on the road.

Parking

- High school students at Basis are causing problems for homes along the road. Their lack of experience and poor communication from the school are the source of many parking issues.
- Construction workers have been problematic from time to time because there is no parking on Gemini. Less consistent.
- Mailboxes and trash/recycling cans get blocked and not picked up repeatedly because cars block them or park too close.
- Staff discussed the possibility of eliminating mailboxes for each house and creating a consolidated locking residential mail boxes. This is something that the USPS prefers for operational reasons and the city could provide a parking restriction to keep it open for mail delivery and pick up. (USPS calls this centralized mail delivery.)
- Traffic may be able to mark spaces on the road to keep trash cans from being blocked as well. Jeff Bauman will follow up with his staff in the spring as part of the Residential Neighborhood Traffic Program.
- Residents expressed they would be willing to reduce on-street parking to mitigate impacts to public services or to get traffic calming in place (see speeding)

Speeding

- The inexperienced drivers, straight road alignment and steep hill lead to speeding and accidents when conditions are icy.
- Traffic has measured speeds on the road before and the average speed and 85th percentile were not above the speed limit.
- Residents identified that a location further south is where they see highest speeds. Jeff Bauman and staff can adjust that in their spring observations. They are waiting until the roundabout at Turquoise and Switzer is complete, because the conditions while that is under construction are not typical for the road.
- Sgt. James shared information on how the traffic patrol prioritizes complaint zones and how effective their enforcement efforts are based on conditions like, how much of the traffic is driving through, road geometry, etc.
- The provision of a mini-round, median or other traffic calming as part of the evaluation by the Residential Neighborhood Traffic Program was discussed for the corner of the entrance to the Bungalows on Pine Cliff and Pine Cliff Drive

- Traffic can loan out a radar gun to residents so they can test speeds themselves between now and the spring.

Volume

- Staff shared the results of the McMillan Mesa Major Plan Amendment traffic analysis and discussed the conclusion that traffic on Pine Cliff Dr. will increase by 150% over today's volume of 1,700 daily trips by 2040, because of the lack of more direct connection between Route 66 and Gemini. Sara Dechter and Jeff Bauman went over the analysis and its assumptions and answered residents questions about the source of the increased traffic and its distribution.
- Residents stated that even though they were involved in Proposition 413, they had not understood that impact may be a result.
- There was some interest in initiating a new petition to allow for the road to be reconsidered by the voters now that the traffic analysis has been made public. Sara Dechter directed the residents to speak to Stacy Salzburg, City Clerk. (Sara sent Stacy's contact information to Melissa Griffin the next day.

CITY COUNCIL REPORT
DRAFT

DATE: June 26, 2018

TO: Mayor and Councilmembers

FROM: Sara Dechter, AICP, Comprehensive Planning Manager

CC: Barbara Goodrich, Shane Dille, and Leadership Team

SUBJECT: MCMILLAN MESA MAJOR PLAN AMENDMENT

Background on McMillan Mesa Major Plan Amendment and Proposition 413
On November 8, 2016, voters passed Proposition 413 - Initiative for Greater Buffalo Park (Proposition 413), which restricted the use of approximately 300 acres of City-owned parcels on McMillan Mesa to public open space and passive recreation, except for an area reserved for a future veteran's home. Proposition 413 was proclaimed law on November 28, 2016 Proposition 413 was proclaimed law on November 28, 2016 (Ordinance I2016-02 is attached hereto as Attachment A).

The ballot initiative left the properties' current Zoning Code and Flagstaff Regional Plan 2030 (Regional Plan) designations in place. Community Development staff has been asked to prepare a major plan amendment and begin the process of aligning the Regional Plan and Zoning Code with the outcome of Proposition 413. This report will provide general details of the changes being proposed, the process and schedule requirements, and the feedback received during the first neighborhood meeting.

Details of the Proposed Major Plan Amendment
The site being proposed for this Regional Plan amendment is made up of the McMillan Mesa Natural Area, adjacent City open space, and the future site of a Veterans' Home. This amendment will also correct two types of mapping errors on a City-wide basis.

On the Regional Plan's Future Growth Illustration, the proposed major plan amendment would reduce the "Area in white"[1] by 232 acres, decrease the Suburban area type by 59 acres, and increase the city-wide areas of Parks/Open Space by 318 acres. The reduction in Employment/Special District area types

[1] [1] An "Area in white" is an are on the Future Growth Illustration that was designated to retain its existing entitlements and therefore not assigned an aspirational area-place type, such as "Suburban Neighborhood."

which are designated for research, office, business park, industrial and employment generating uses, is approximately 23 acres.

On the Regional Plan's Road Network Illustration, this amendment will remove a "Future Access" route that would have connected Gemini and Route 66 via a new alignment of Ponderosa Parkway.

The amendment will also correct a mapping area of identical overlapping future and existing area types on the Future Growth Illustration. A significant area of error overlaps the southwest corner of the McMillan Mesa. This error has led to confusion when viewing the City's interactive webmap found at www.flagstaffmatters.org.

Major Plan Amendment Process and Schedule
The application for the McMillan Mesa Major Plan Amendments was submitted on April 31, 2018 and deemed completed on June 8, 2018. The amendment is still under substantive review by the Inter-Division Staff, which includes Fire, Water Services, Stormwater, Traffic, and Capital Engineering.

Flagstaff City Code 11-10.20.020 Major Plan Amendments and New Elements requires that an application for a major plan amendment must include "An infrastructure and community services impact analysis to provide the information necessary to assess the proposal's impact on utilities, roads, parks, schools and other community facilities and services." This section further states that is must at a minimum include:

- Traffic analysis
- Water/wastewater analysis
- Police and fire protection analysis
- School impact analysis
- Economic development analysis
- Conformance with the General Plan's goals and policies for public services and facilities.

The 60-day public review will be open until August 10, 2018. The Neighborhood Meeting was held on June 18, 2018 (Record of Proceeding attached). During the 60-day review, the Open Space Commission and will also review the application on June 15th and July 23rd, and the Transportation Commission on August 1st. Planning and Zoning Commission and City Council hearings will be scheduled for October or November 2018.

June 18th Neighborhood Meeting Feedback
The open house was set up to discuss both the Open Space program's work on the McMillan Mesa Natural Area Management Plan, and the major plan amendment proposed to the Regional Plan. The discussion of the major plan amendment was presented through a series of posters that described the changes being proposed and their potential impacts to Regional Plan goals and policies, and City infrastructure and resources

Flagstaff City Code Title 11 requires that Major Plan Amendment applications must include an analysis of impacts to Public Services and Facilities, Traffic, Water and Wastewater, Schools, Police and Fire, Cultural Resources, and Economic Development per Flagstaff City Code Title 11-10.20. In the case of this analysis, there are two aspects of evaluating impacts: the positive benefits of designating new open space, and the opportunity costs of foregoing other investments in public infrastructure. Posters were provided at the open house have been posted online at www.flagstaff.az.gov/planamendments. The full details of the application and the analyses have been posted on this website since June 3,.2018.

A Record of Proceeding for the Meeting has been published online and sent to all meeting participants (Attachment B). The main topics discussed during the meeting were:

- the meaning of Proposition 413 Section 3 text about Limited Uses;
- the anticipated increase in traffic on Pine Cliff and Turquoise as a result of removing the Ponderosa Parkway Connection from the Road Network Illustration. The participants submitted comments showed that an awareness of increased traffic did not alter support for natural area.
- Bicycle safety concerns in and around the natural area;
- Questions about water services well siting process and how it could impact City and private properties within and outside of the natural area; and
- The possibility of pursuing alternatives to USGS gravity sewer plans.

Some of the verbal comments received from the public were based in misunderstanding between the ballot initiative process, the plan amendment process and the process of developing a management plan for the natural area. For instance, several people were surprised that the initiative did not automatically change the Regional Plan and Zoning Code. There were also individuals who thought that because the City was disclosing negative impacts, staff was taking a position, rather than meeting a statutory requirement.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Patrick St. Clair, Planning Development Manager

Date: 04/29/2019

Meeting Date: 05/07/2019

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:

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

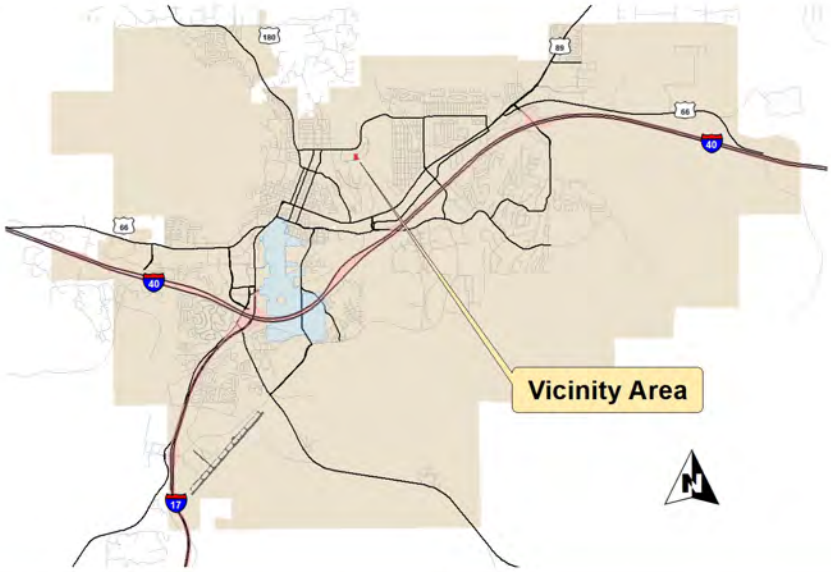
No Specific Plan may be adopted or amended unless the proposed plan or amendment is in substantial conformance with the Regional Plan.

- (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.

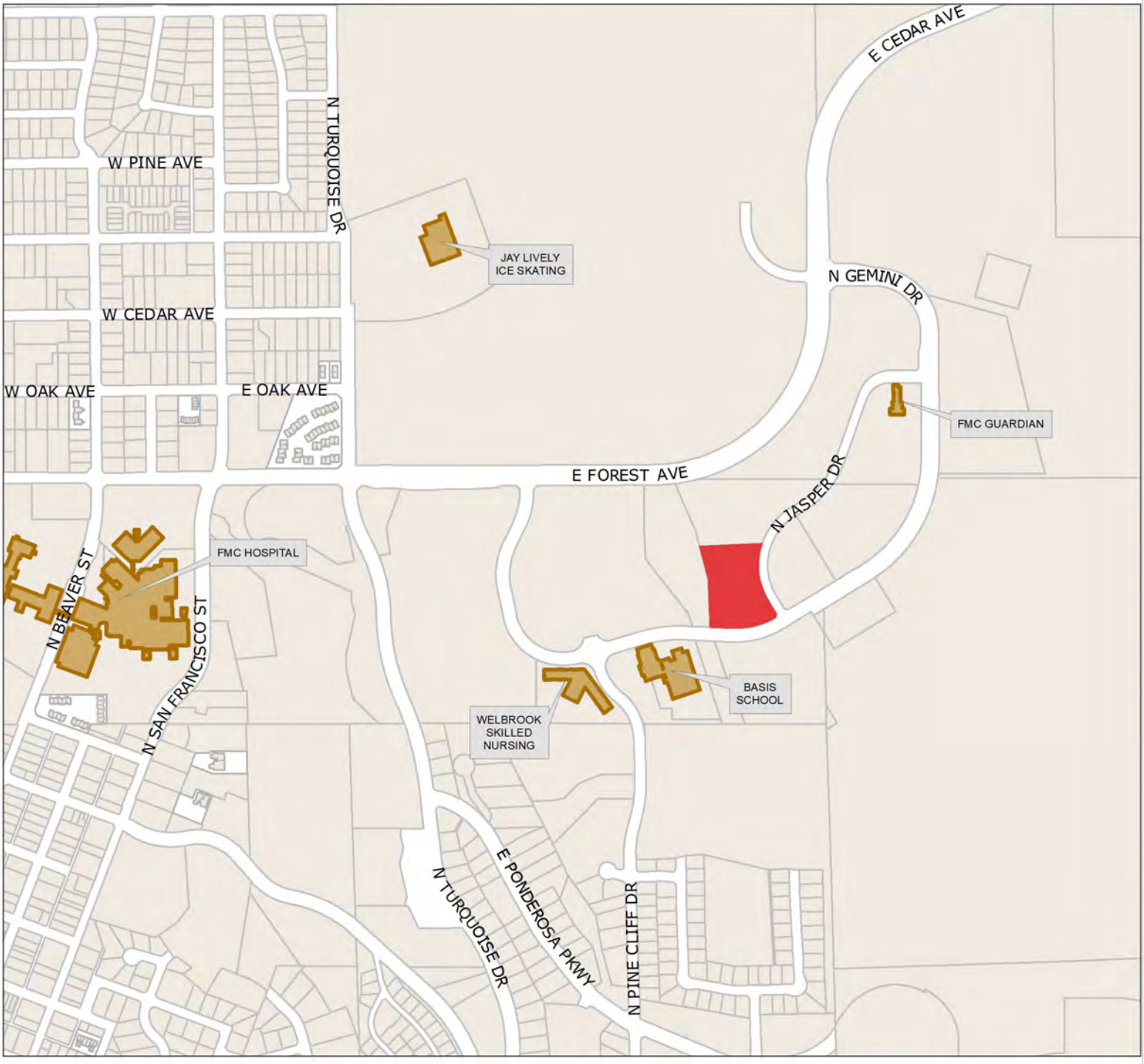
Attachments:

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	9/19/18	MMV Devco Vickey Morris	9/19/18

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

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:

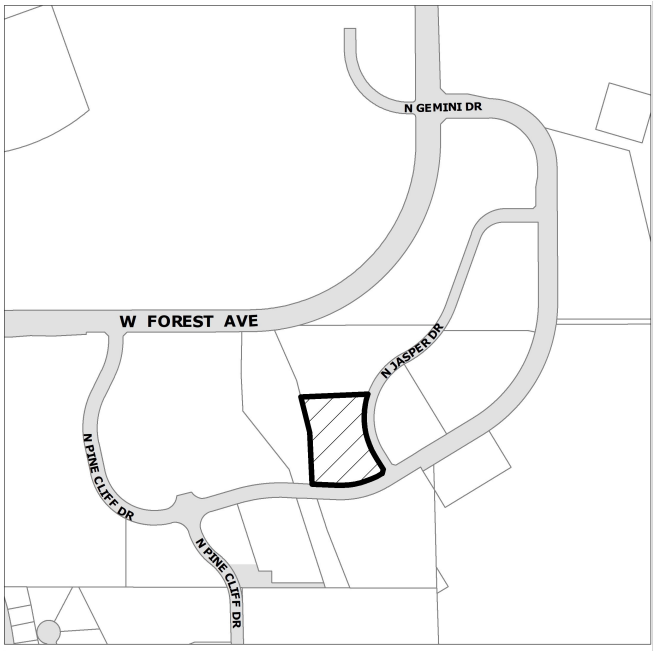
Approximately 3.34 acres located on McMillan Mesa, Coconino County Assessor's Parcel Number 101-46-0012A, located in the NE 1/4 Section 15 T21N, R7E, of the G&SRM, City of Flagstaff, Coconino County, Arizona, as shown on the adjacent map.

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
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:

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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	9/10/18	MMV Devco Vickey Morris	9/10/18

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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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
Project No.:	PZ-18-00061-01
Project Address:	1831 N JASPER DR
Date:	August 8, 2018
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
<u>Conditions of Site Plan Submittal:</u>

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

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 — 9-20-2018 Date

Treasurer's Office — 10-31-18 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

Owner's Signature — 9/14/2018 Date

Gary M. Burton, Mgr MMV Devco LLC by The Cavan Opportunity Fund, Its Manager. — 480-627-7000 Daytime Phone Number

Print Name/Title (i.e., owner, president, CEO, etc.)

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\tconnally\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;

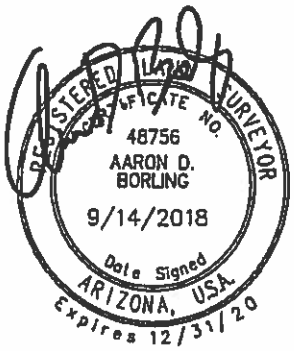
Thence continuing along said Right-of-Way line, and southwesterly along said curve, 127.60 feet through a central angle of 15°25'25" to the **TRUE POINT OF BEGINNING;**

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.

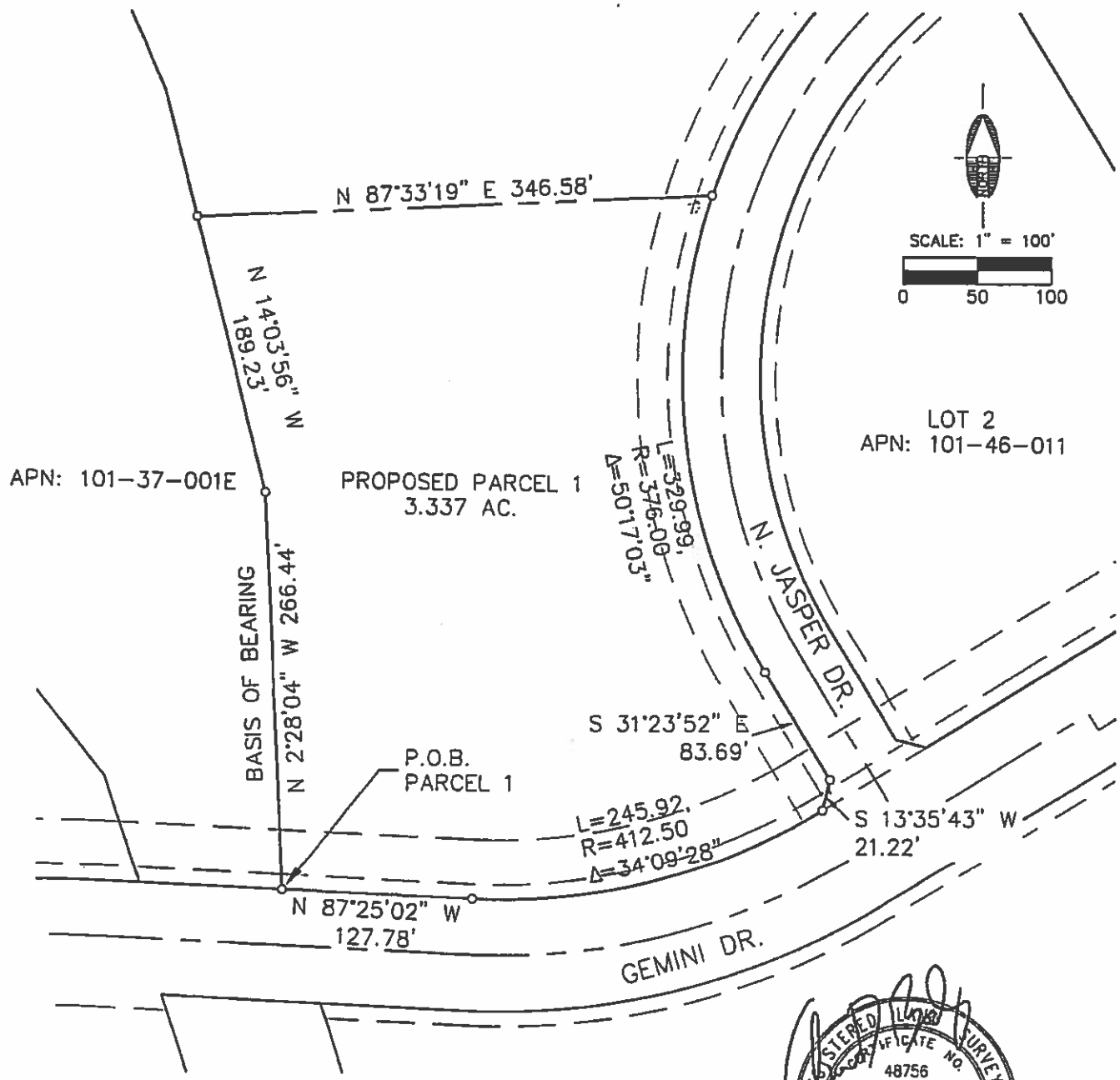
This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



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



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed: 9/14/18
ARIZONA, USA
Expires 12/31/20

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

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

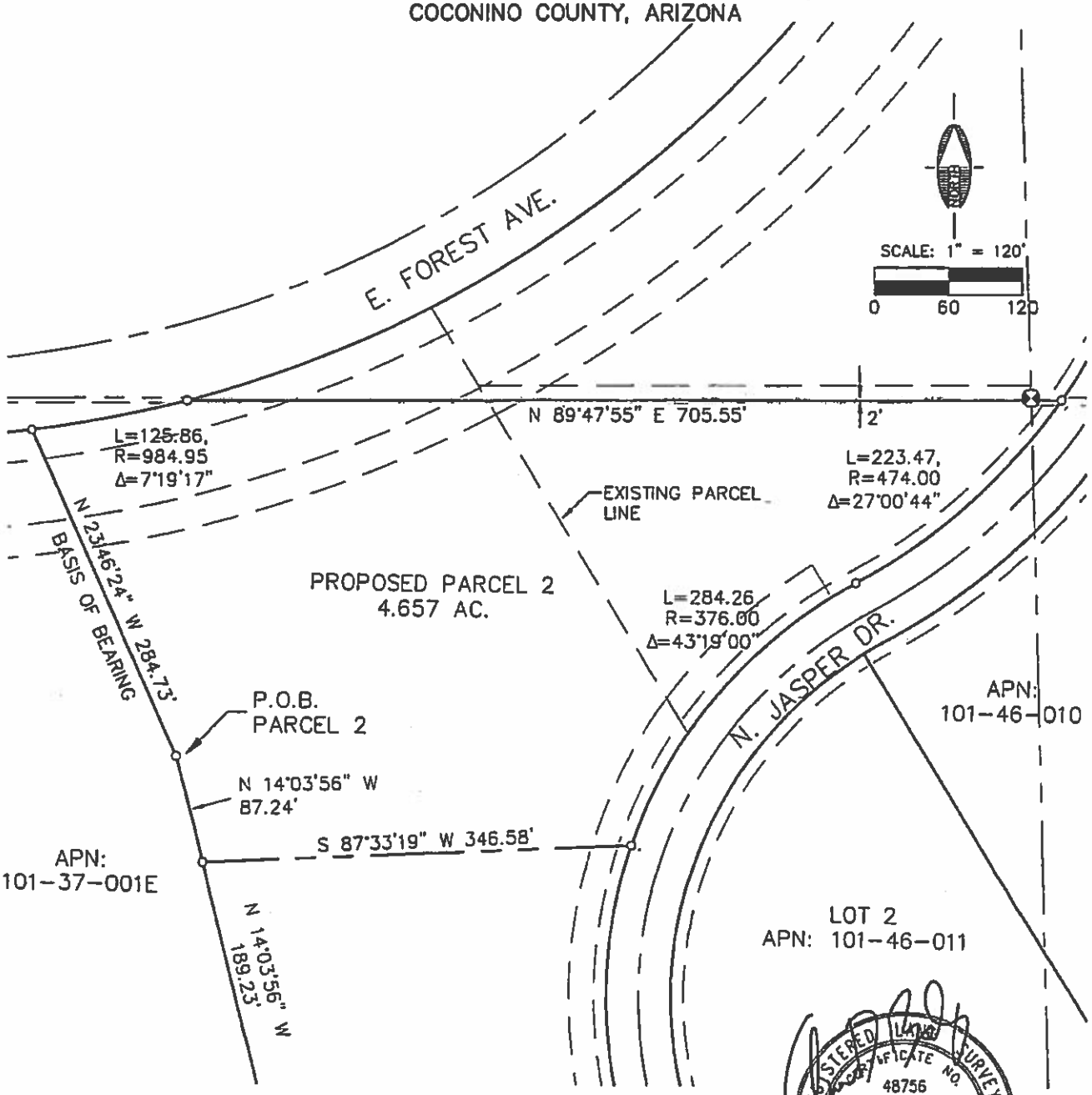
LEGAL EXHIBIT

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

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

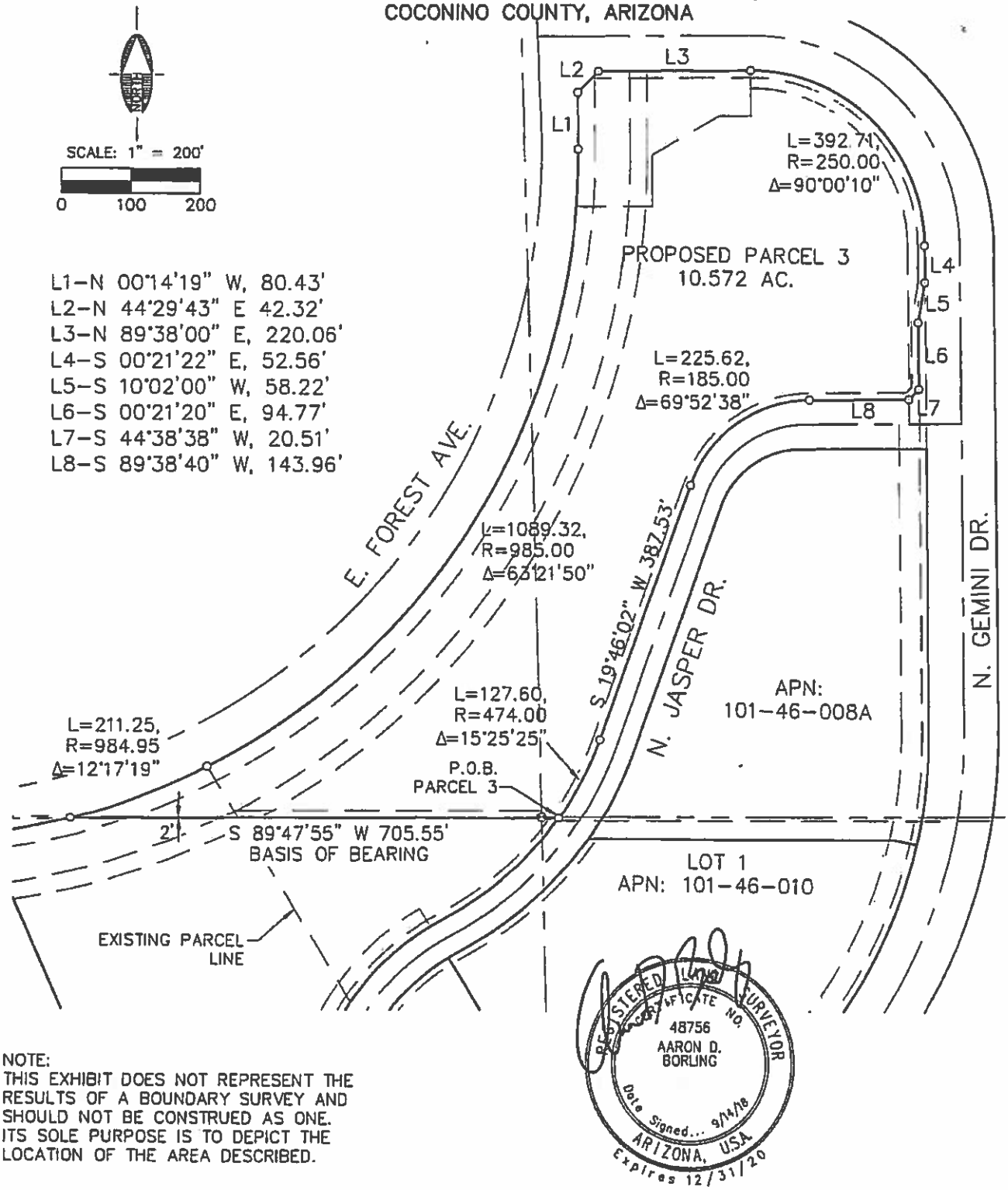
SHEET 5 OF 6

FILE: P:\2018\18033\Legal Descriptions\EXHIBIT C.dwg <<C3D_Imperial>>

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

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

FILE: P:\2018\18033\Legal Descriptions\EXHIBIT D.dwg <<C3D_Imperial>>

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)

Coconino County Assessor, 110 E Cherry Ave., Flagstaff, AZ 86001 (928) 679-7962

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Revised: 5/7/09

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

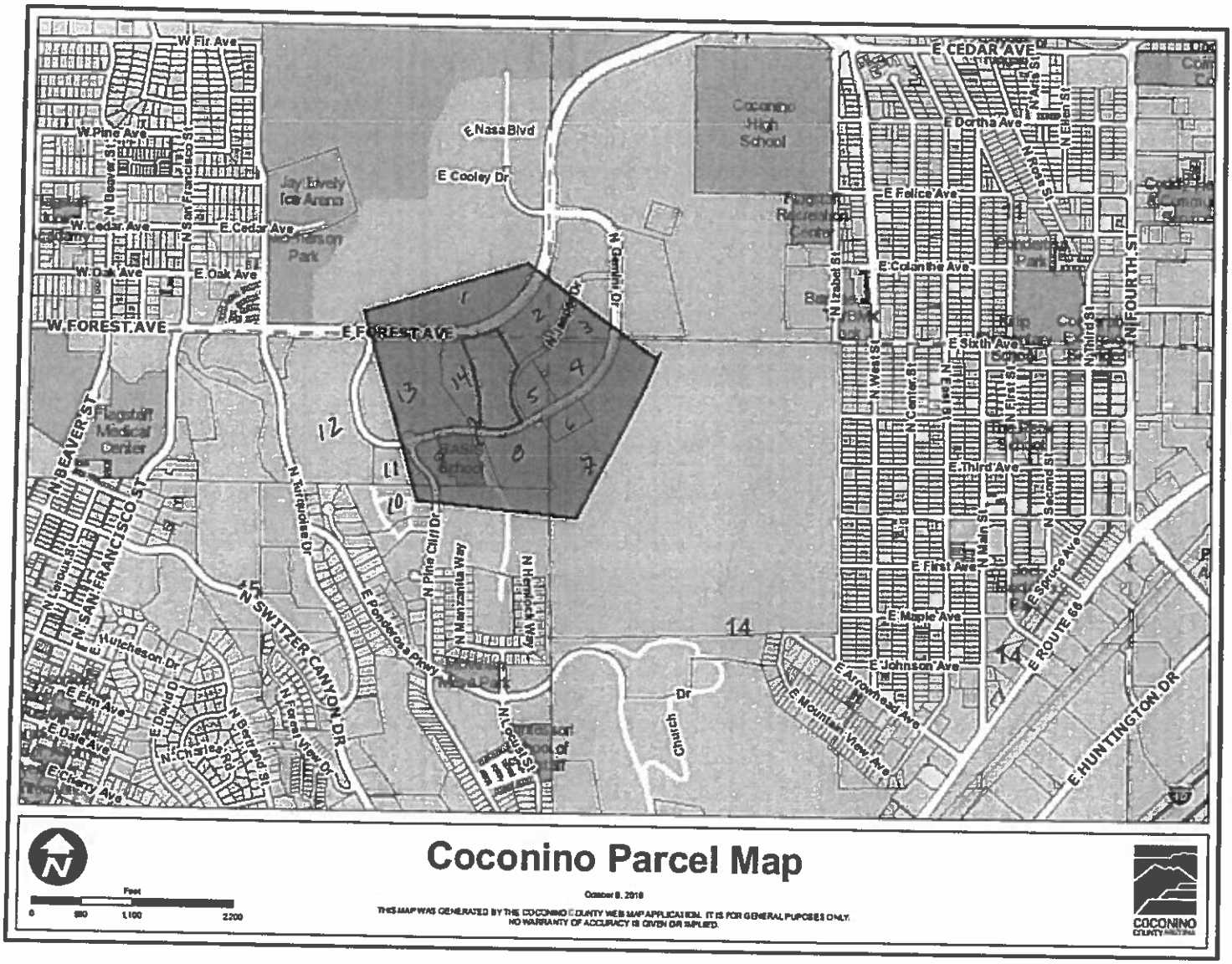
MMV DEVCO, LLC

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


W Fir Ave
W Pine Ave
E Nassa Blvd
E Cooley Dr
Coconino High School
E CEDAR AVE
E Dortha Ave
E Felice Ave
E Colanthe Ave
E Sixth Ave
E Third Ave
E First Ave
E Maple Ave
E Johnson Ave
E Arrowhead Ave
E Mountain View Ave
E ROUTE 66
E HUNTINGTON DR
N FOURTH ST
N Izabel St
N West St
N Center St
N East St
N First St
N Second St
N Main St
E Spruce Ave
Jay Lively Ice Arena
Thorpe Park
W.Cedar Ave
E.Cedar Ave
W.Oak Ave
E.Oak Ave
W.FOREST AVE
E FOREST AVE
N Gemini Dr
N Beaver St
N San Francisco St
Flagstaff Medical Center
N BEAVER ST
N SAN FRANCISCO ST
N Turquoise Dr
N Pine Cliff Dr
N Manzanita Way
N Hopi Way
E Ponderosa Pkwy
N SWITZER CANYON DR
Hutcheson Dr
E Elm Ave
E Dale Ave
E Cherry Ave
N Forest View Dr
N Charles Rd
N Beaver St
N Cosnino St
Church Dr
Basis School
12
11
10
9
8
7
6
5
4
3
2
1
14
15
Feet
0
550
1,100
2,200
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

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5271 Mt. Pleasant Drive
Flagstaff, AZ 86004
tishflagstaff@gmail.com

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(928) 779-5323
Missymoet@aol.com

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(928) 779-6211
mherman@coastandmountain.com

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Betsy McKellar
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birdvest8@gmail.com

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dc@hopeaz.com

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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
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	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
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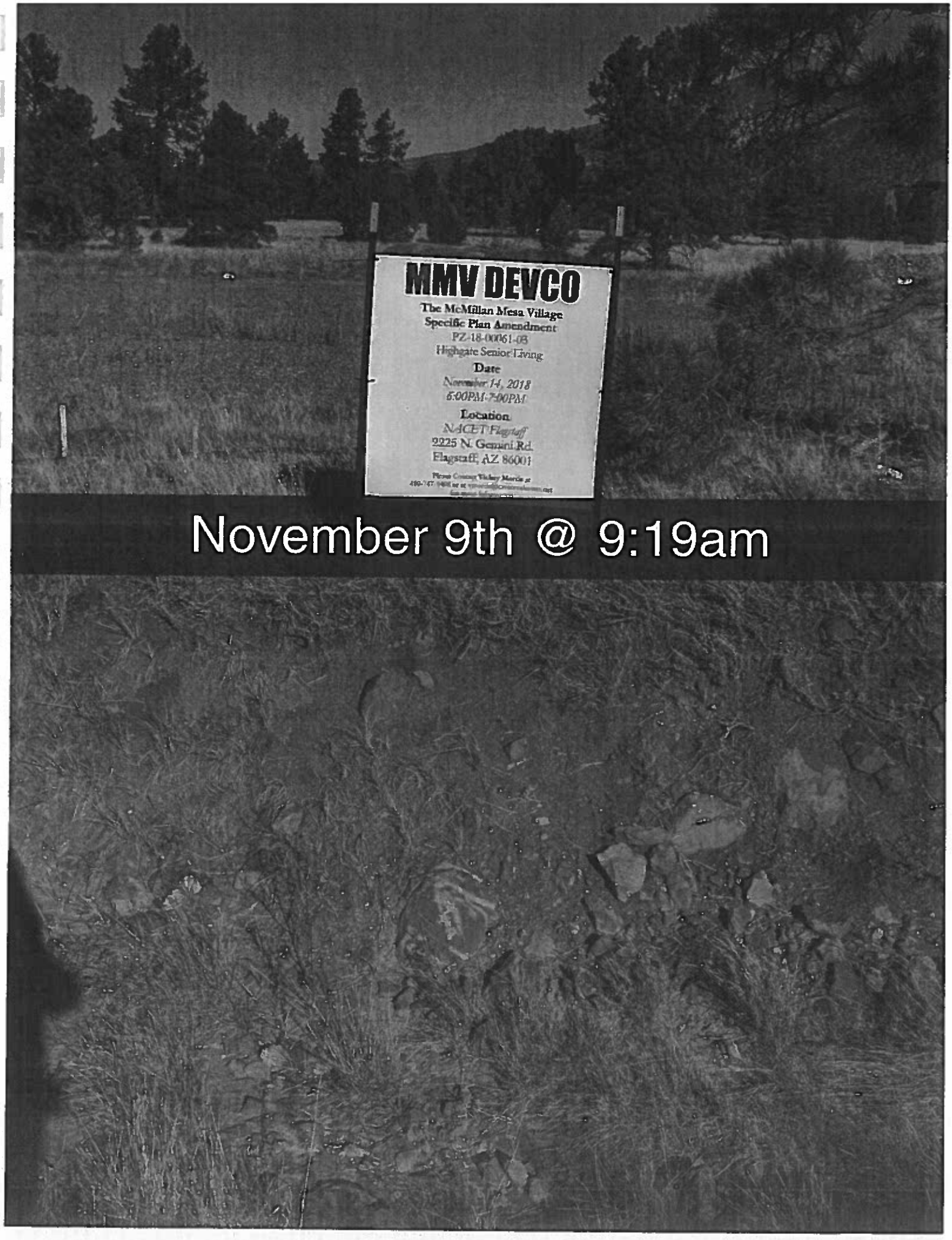

MMV DEVCO
The McMillan Mesa Village
Specific Plan Amendment
PZ-18-00061-03
Highgate Senior Living
Date
November 14, 2018
5:00PM-7:00PM
Location
NACET Flagstaff
2225 N. Gemini Rd.
Flagstaff, AZ 86001
November 9th @ 9:19am

MMV
DEVCO, LLC

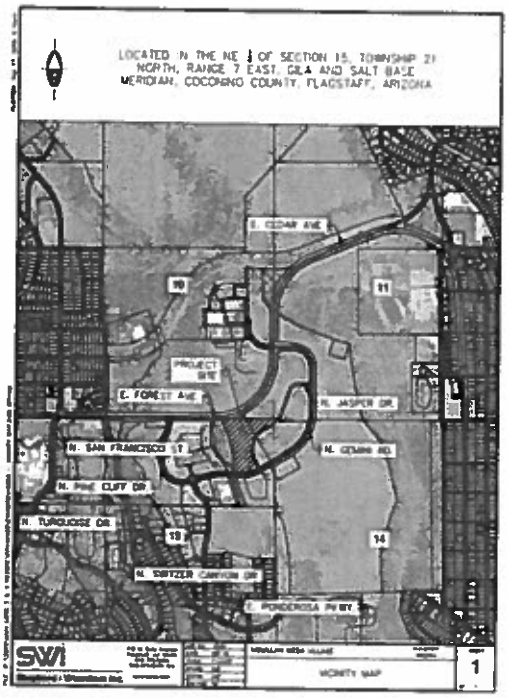
THE MCMILLAN MESA VILLAGE SPECIFIC PLAN AMENDEMENT

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.

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 set forth "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, slope 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 Cohen 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 Cohen 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 SSH 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 whereby the undersigned acquired 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: SSH 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 04005C0969G EFFECTIVE DATE SEPTEMBER 3, 2010. FEMA DESIGNATES ZONE X AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOODING.

BENCHMARK

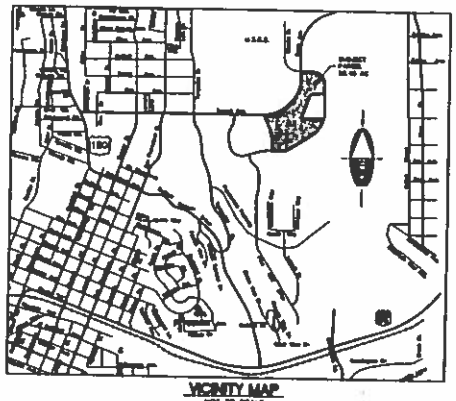
THE SITE BENCHMARK FOR THIS PROJECT IS A FOUND 3" BRASS CAP MONUMENT (COCONINO COUNTY POINT #1251) AT THE NORTHEAST CORNER OF SECTION 15 (LOCAL POINT #1758116). (NAVD 29) ELEVATION = 7408.365 FEET

COVENANTS, CONDITIONS AND RESTRICTIONS

THE LOTS SHOWN HEREON ARE SUBJECT TO THE COVENANTS, 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 & 101-40-008B

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 July, 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 July, 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 the 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 46756

Date _____

Instrument 3770983
Official Records of Coconino County
Patty Hansen, County Recorder
08/16/2016 11:01:57 AM
Requested at the Request of
COCONINO COUNTY CITY OF FLAGSTAFF

BASIS OF BEARING AND COORDINATES

LINEAR UNIT: INTERNATIONAL FEET
GEODETIC DATUM: NAD 83 (2002.0)
VERTICAL DATUM: NAVD 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
HEIGHT ABV. AT GRID ORIGIN: 0.0 FT
EASTING AT CENTRAL MERIDIAN: 715,000 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 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 1728116 (NAVD 29) USING GPS. BOTH GRID 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° 13' 46.79955" N	NORTHING = 777758.846 FT	ESTIMATED ACCURACY
LONGITUDE = 111° 39' 33.36426" W	EASTING = 699571.276 FT	HORIZ = 7 FEET
ELLIPSOID HEIGHT = 7038.836 FT	ELEVATION = 7408.652 FT	VERT = 7 FEET

POINT #230: 3" ALUM. CAP LEGENDS N 1/4 SEC 7216 BLM

LATITUDE = 35° 13' 38.48829" N	NORTHING = 767917.745 FT	ESTIMATED ACCURACY
LONGITUDE = 111° 39' 24.91249" W	EASTING = 699838.236 FT	HORIZ = 0.0 FEET FT
ELLIPSOID HEIGHT = 6988.345 FT	ELEVATION = 7358.825 FT	VERT = 0.0 FEET FT

POINT #1254 (COF # 1728116) BLM MONUMENT, 3" BRASS CAP WEDGED 1989

LATITUDE = 35° 13' 38.99823" N	NORTHING = 767729.888 FT	ESTIMATED ACCURACY
LONGITUDE = 111° 39' 53.41747" W	EASTING = 699448.998 FT	HORIZ = 0.0 FEET FT
ELLIPSOID HEIGHT = 7007.838 FT	ELEVATION = 7408.361 FT	VERT = 0.0 FEET FT

POINT #1258: 0.5" ALUM. CAP STAMPED "R 1/40 LS 14671 1999"

LATITUDE = 35° 13' 33.10827" N	NORTHING = 767605.054 FT	ESTIMATED ACCURACY
LONGITUDE = 111° 37' 53.68880" W	EASTING = 699857.582 FT	HORIZ = 0.0 FEET FT
ELLIPSOID HEIGHT = 6988.863 FT	ELEVATION = 7358.850 FT	VERT = 0.0 FEET 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
15300 NORTH 90TH STREET, SUITE 300
SCOTTSDALE, AZ 85260
(480) 627-7000

ENGINEER

SHEPHARD + WEINSTEIN, INC.
GUILLERMO CORTES, PE
110 S DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0364

SURVEYOR

SHEPHARD + WEINSTEIN, 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-

MAV DEVCO, LLC
FINAL PLAT
TRACTS 'E' AND 'F'
McMILLAN MESA VILLAGE

SVI
Shephard + Weinstein, Inc.
110 S. Dale Avenue
Flagstaff, AZ 86001
928.773.0364
928.774.9034 fax
www.svinc.com

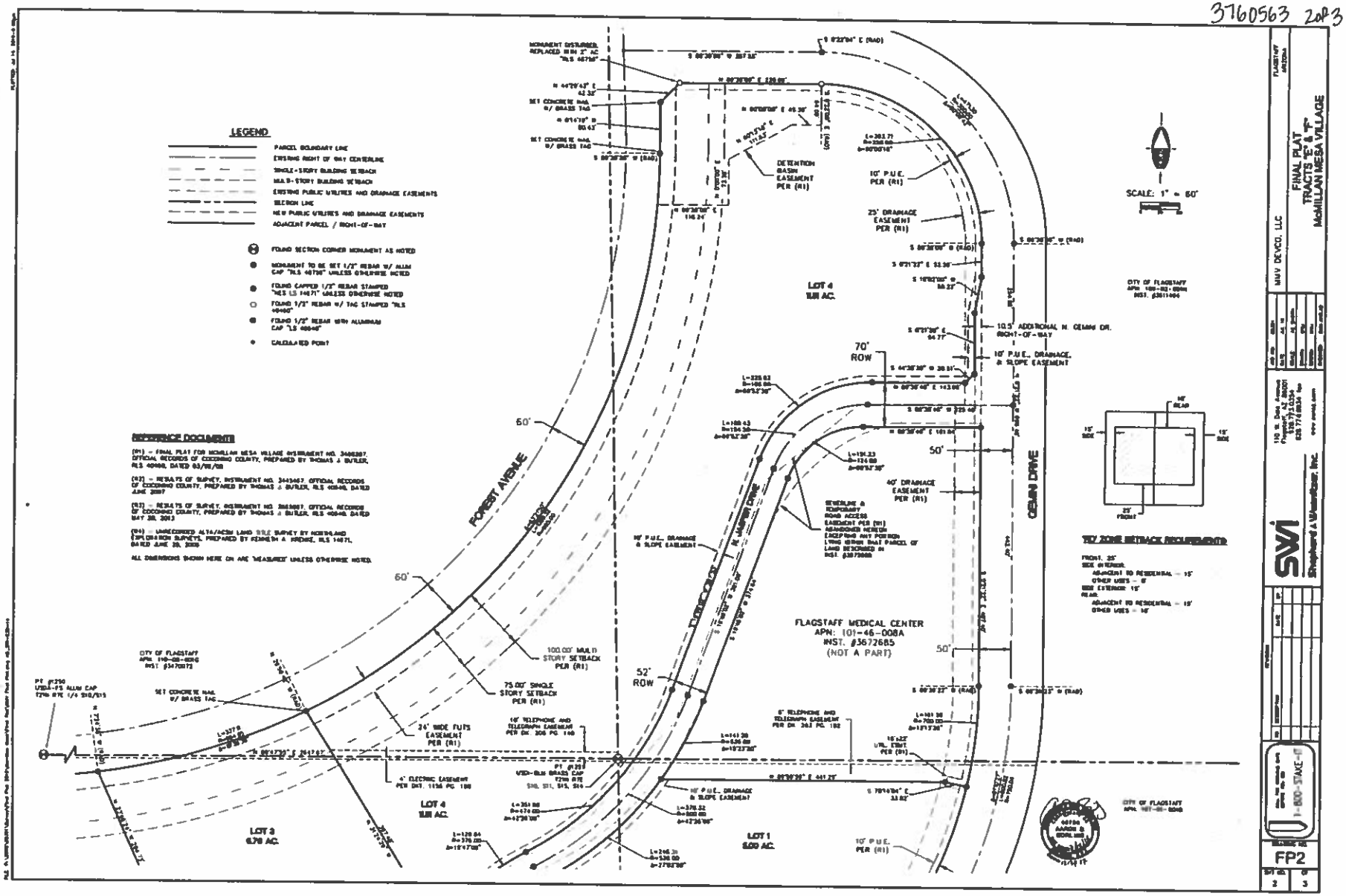
1-800-STAKE

FP1

SHT. NO. 1 OF 3

Official Records of Coconino County
Patty Hansen, County Recorder
Page 1 of 3

3760563 2of3



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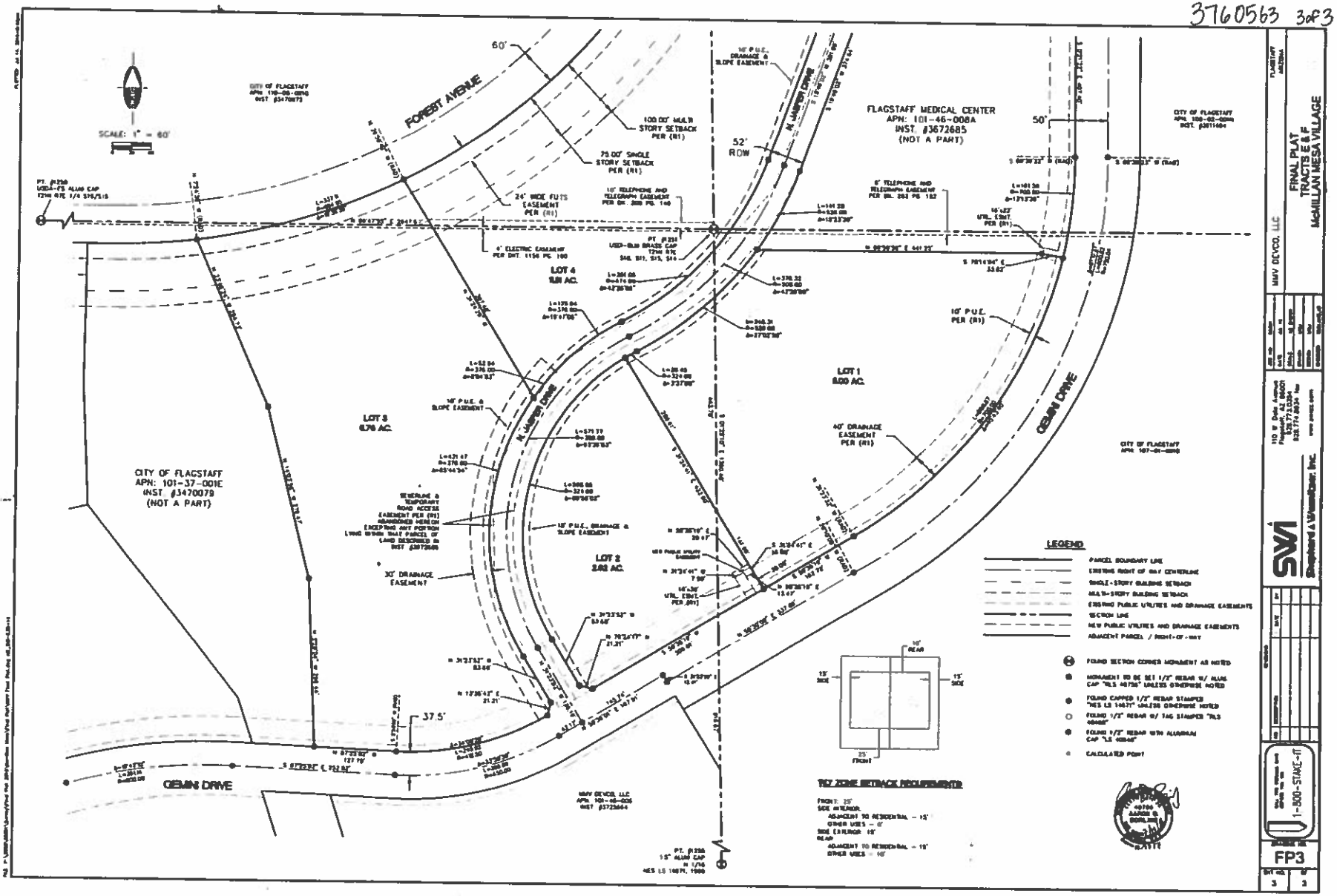


3458287 1of4

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

Easement & Tract Summary Chart
Dimensioned on this Drawing (ft)
Tract "A" = 0.34 Ac. ± (14,800 sf ±)
Tract "B" = 0.03 Ac. ± (1,200 sf ±)
Tract "C" = 0.04 Ac. ± (1,800 sf ±)
Statements of Dimension Complete, All Boundaries Monumented, Recorded & Other Corners Set
Bradshaw Surveying, Flagstaff, AZ
Bradshaw Surveying, Flagstaff, AZ
Bradshaw Surveying, Flagstaff, AZ

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF Coconino 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

Anne L. Sherrod
NOTARY PUBLIC

My Commission Expires: March 7, 2009

Acknowledged and Approved:

LENDER: RELIANCE BANK

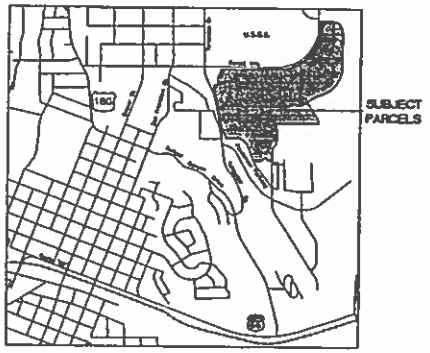
By: DAVID CAVANAUGH
(Name)
PRESIDENT - PARTNERSHIP
(Title)

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 0.91 ACRES.



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

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 1720119 (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 1720119: S 36° 51' 10" E 1,908.36 FT

POINT #31 (COF # 1620000)
NGS DISK IN CONCRETE STAMPED "FLAGSTAFF NGVD 1991" (FD0434)

LATITUDE = 35° 12' 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' 19.38 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 MONUMENT 1991

LATITUDE = 35° 12' 38.55433" 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 = 78,007.898 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 = 0.181 FT

UTILITY COMPANY APPROVALS

Mark Montoya — 3-7-08
ARIZONA PUBLIC SERVICE — DATE

Eric Dickson — 3-6-08
UNISOURCE ENERGY SERVICES — DATE

[illegible] — 3-4-08
QWEST COMMUNICATIONS — DATE

[illegible] — 3-7-08
COX CABLE — 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 3458287 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
www.swiaz.com

JOB NO. 03039
DATE: DEC. 2008
SCALE: n/a
DRAWN: tb
DESIGN: n/a
CHECKED: tb

McMILLAN MESA VILLAGE — FLAGSTAFF ARIZONA

FINAL PLAT
COVER PAGE

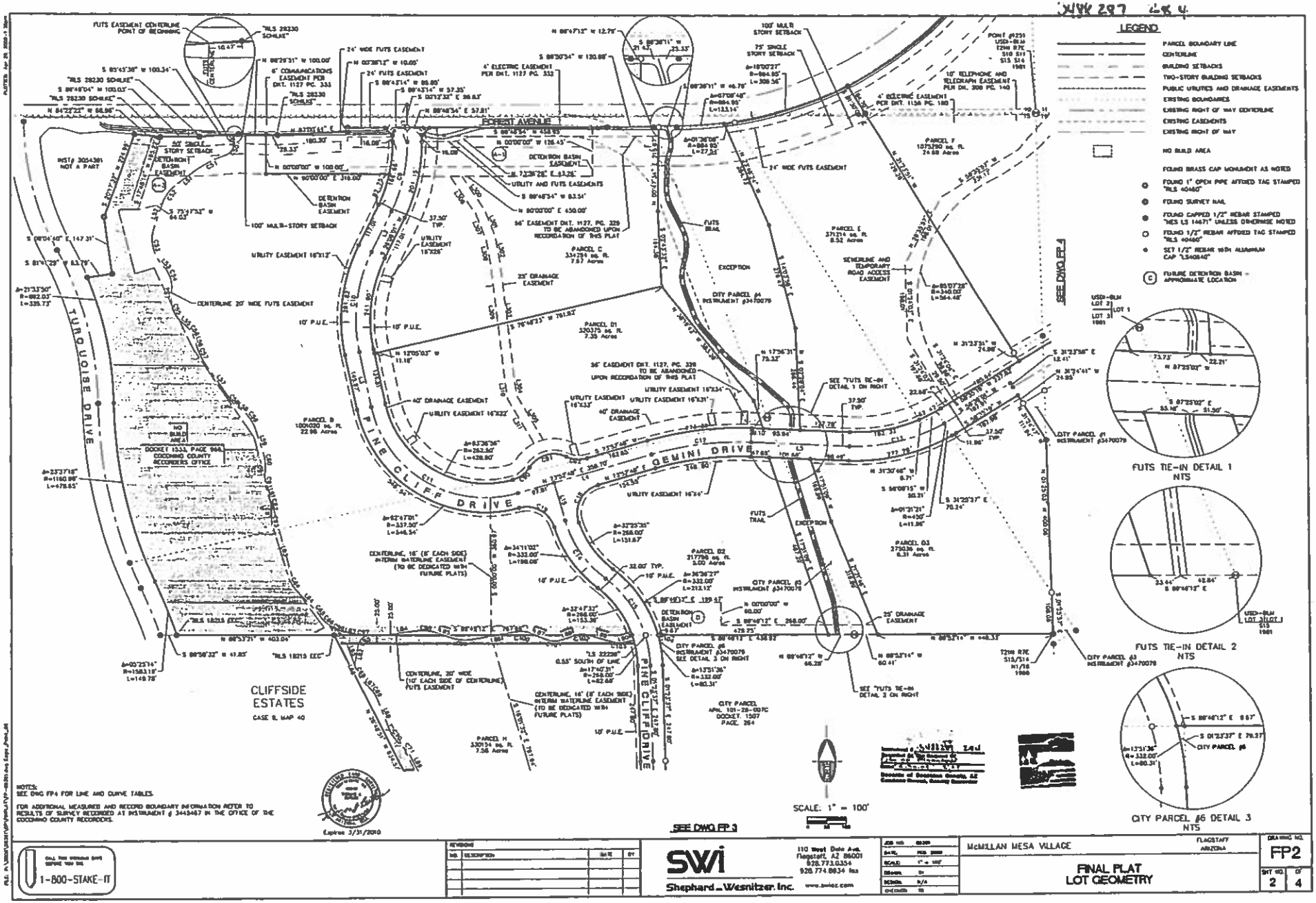
DRAWING NO. FP1
SHT NO. 1 OF 4

Official Records of Coconino County
Recorded By: [illegible]
DEPUTY RECORDER
3458287
Page 1 of 4
Name: [illegible]
Fee: [illegible]

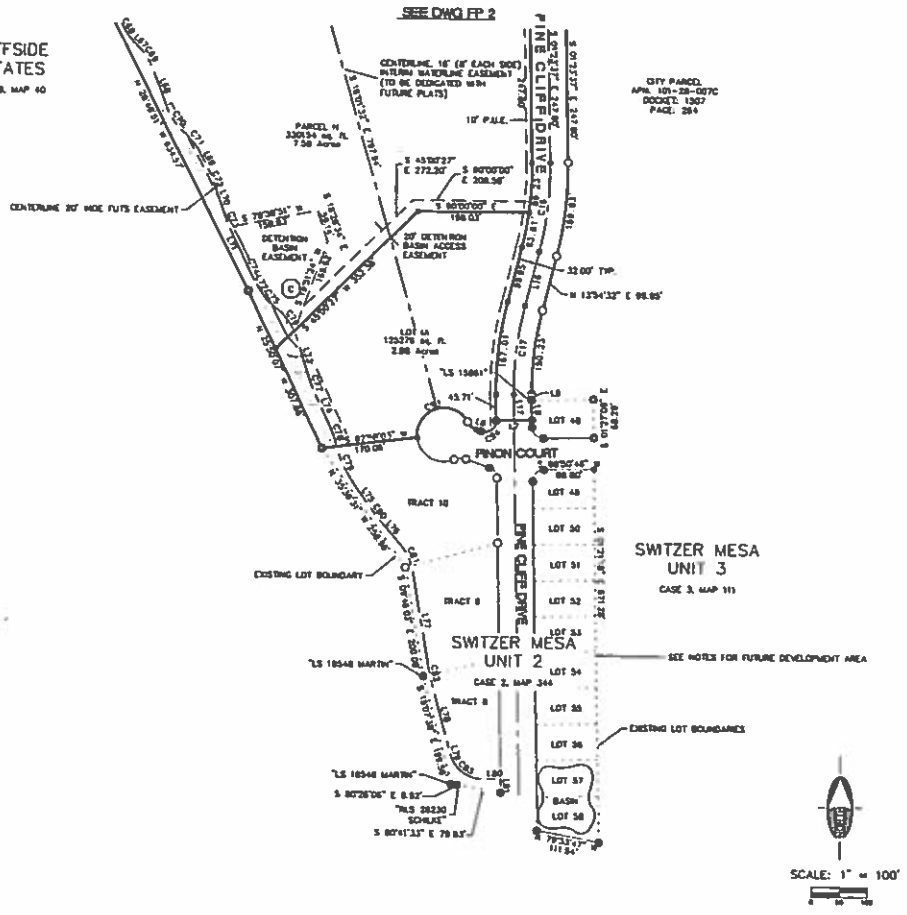
DEVELOPER/OWNER:
MAY DEVCO, LLC c/o
CAVAN MANAGEMENT SERVICES, L.L.C.
15333 NORTH PIMA ROAD, SUITE 305
SCOTTSDALE, AZ 85260
(480) 627-7000

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


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
FOREST 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 "NLS 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,J,K

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, AZ
Witness my hand and official seal
Clerk of Superior Court, Coconino County, Arizona

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

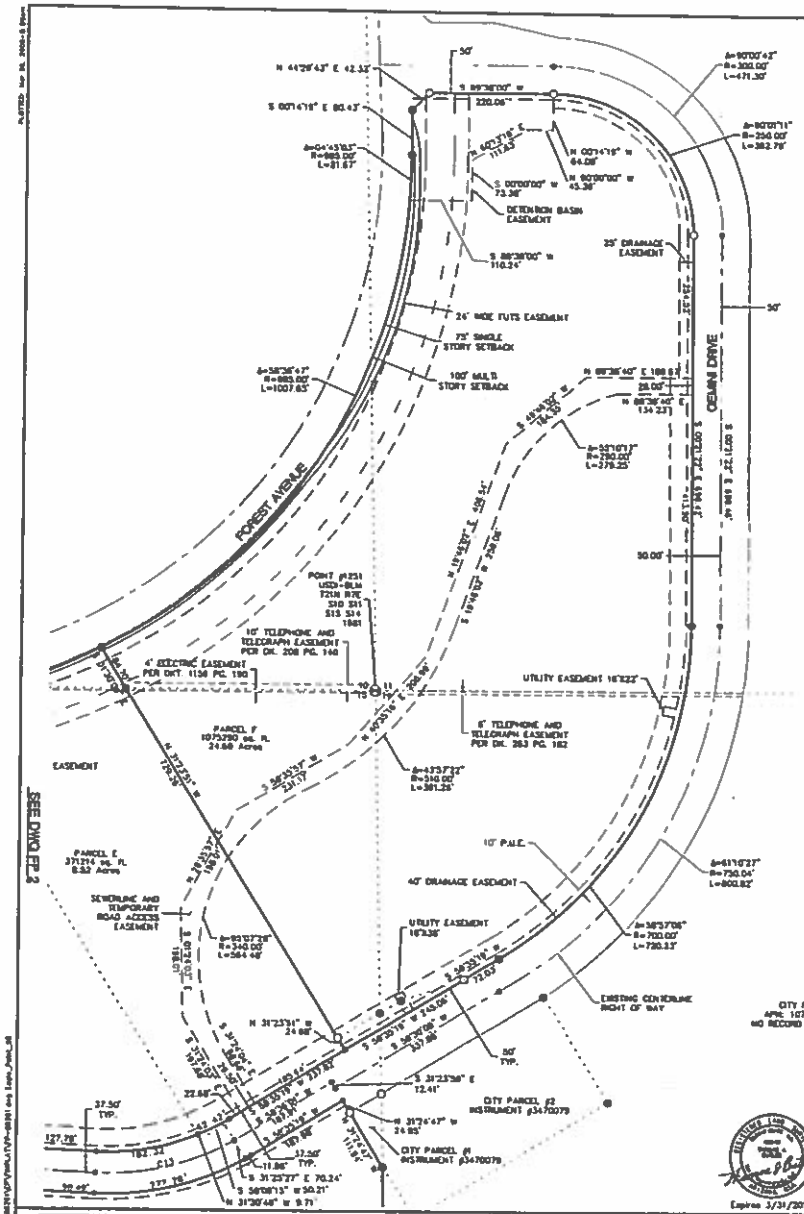
JOB NO.	05304
DATE	FEB. 2008
SCALE	1" = 100'
DRAWN	DH
DESIGN	R/A
CHECKED	TB

McMILLAN MESA VILLAGE — FLAGSTAFF ARIZONA

FINAL PLAT
LOT GEOMETRY

DRAWING NO. FP3
SHT NO. 3 OF 4

3488257 484



CITY PARCEL APN: 108-02-009L DOCKET: 1668 PAGE: 237

CITY PARCEL APN: 107-01-009B NO RECORD INFORMATION

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 00°17'22" E	85.93'
L2	S 26°09'01" W	117.08'
L3	S 12°02'03" E	145.97'
L4	N 73°57'46" E	261.88'
L5	S 87°23'02" E	253.62'
L6	N 71°17'17" W	18.33'
L7	N 88°38'57" E	64.08'
L8	S 01°36'13" 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	99.05'
L12	S 01°17'23" E	45.58'
L13	S 44°48'53" W	28.28'
L14	N 45°15'20" W	28.21'
L15	S 02°53'17" W	20.08'
L16	S 33°38'17" W	127.13'
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	67.13'
L25	S 01°55'17" W	54.38'
L26	S 15°48'18" E	98.04'
L27	S 00°00'00" E	24.48'
L28	S 18°36'29" 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	4.78'
L32	S 45°08'16" E	13.77'
L33	S 71°18'16" E	177.98'
L34	S 26°48'51" E	140.23'
L35	S 19°13'06" E	83.36'
L36	S 23°13'16" E	180.25'
L37	S 39°48'48" E	78.78'
L38	S 18°04'48" E	78.04'
L39	S 22°26'30" E	60.47'
L40	S 35°06'49" E	63.31'
L41	S 46°39'52" E	64.90'
L42	S 08°46'53" E	184.87'
L43	S 12°07'36" E	143.08'
L44	N 15°07'36" W	10.89'
L45	N 86°36'51" W	30.66'
L46	S 89°17'31" E	19.27'
L47	N 90°00'31" E	53.77'
L48	N 00°00'00" E	10.00'
L49	N 82°26'41" E	76.71'
L50	S 71°17'39" E	47.82'
L51	N 80°17'16" E	172.62'
L52	S 67°26'21" E	30.85'
L53	N 71°13'05" E	61.04'
L54	S 73°46'54" E	71.31'
L55	N 78°48'53" E	78.34'
L56	S 34°27'46" E	109.87'
L57	S 71°36'19" E	75.34'
L58	S 10°22'37" E	78.68'
L59	S 08°46'40" E	294.85'
L60	S 81°17'39" E	46.32'
L61	S 30°21'21" E	133.32'
L62	S 34°23'48" E	118.38'
L63	S 31°36'15" E	70.08'
L64	S 10°23'37" E	73.34'
L65	S 08°46'40" E	294.41'
L66	S 81°17'39" E	24.32'
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	93.61	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"	87°08'43"	261.16	131.74	800.00
C13	22°28'10"	12°43'57"	255.03	129.04	450.00
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°42'08"	93.68	53.20	35.00
C21	17°09'40"	19°05'54"	89.86	45.27	300.00
C22	34°34'29"	57°17'45"	60.34	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°02'27"	71°37'11"	60.87	32.34	80.00
C26	37°20'48"	71°37'11"	45.16	23.20	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°47'11"	57°17'45"	34.38	17.37	100.00
C31	16°54'18"	105°42'54"	54.18	27.88	54.30
C32	13°58'17"	114°35'30"	13.80	7.00	30.00
C33	16°19'54"	71°39'16"	22.87	11.51	80.24
C34	24°38'56"	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°06'28"	114°35'30"	38.48	20.38	30.00
C38	29°10'50"	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	26.66	100.00
C41	26°04'54"	57°17'45"	47.03	23.83	100.00
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°43'16"	57°17'45"	62.40	32.26	100.00
C47	07°33'44"	28°38'53"	26.40	13.22	200.00
C48	11°36'39"	28°38'53"	40.52	20.33	200.00
C49	71°31'45"	28°38'53"	76.76	57.01	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	09°21'30"	57°17'45"	19.35	9.66	100.00
C53	29°15'31"	89°29'39"	79.88	40.70	80.00
C54	61°48'13"	76°23'40"	54.73	30.06	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	20.00
C59	81°38'29"	190°59'08"	42.68	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	39°21'16"	57°17'45"	68.68	35.78	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-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

JOB NO.	05304
DATE	FEB 2006
SCALE	1" = 100'
DRAWN BY	BH
DESIGN BY	N/A
CHECKED BY	TB

McMILLAN MESA VILLAGE
FLAGSTAFF ARIZONA

FINAL PLAT
LOT GEOMETRY

SHEET 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 R1) 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, R1);

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 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 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 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 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 FIELD 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 — STATE OF ARIZONA — Expires 12/31/19

DRAWING NO. A1

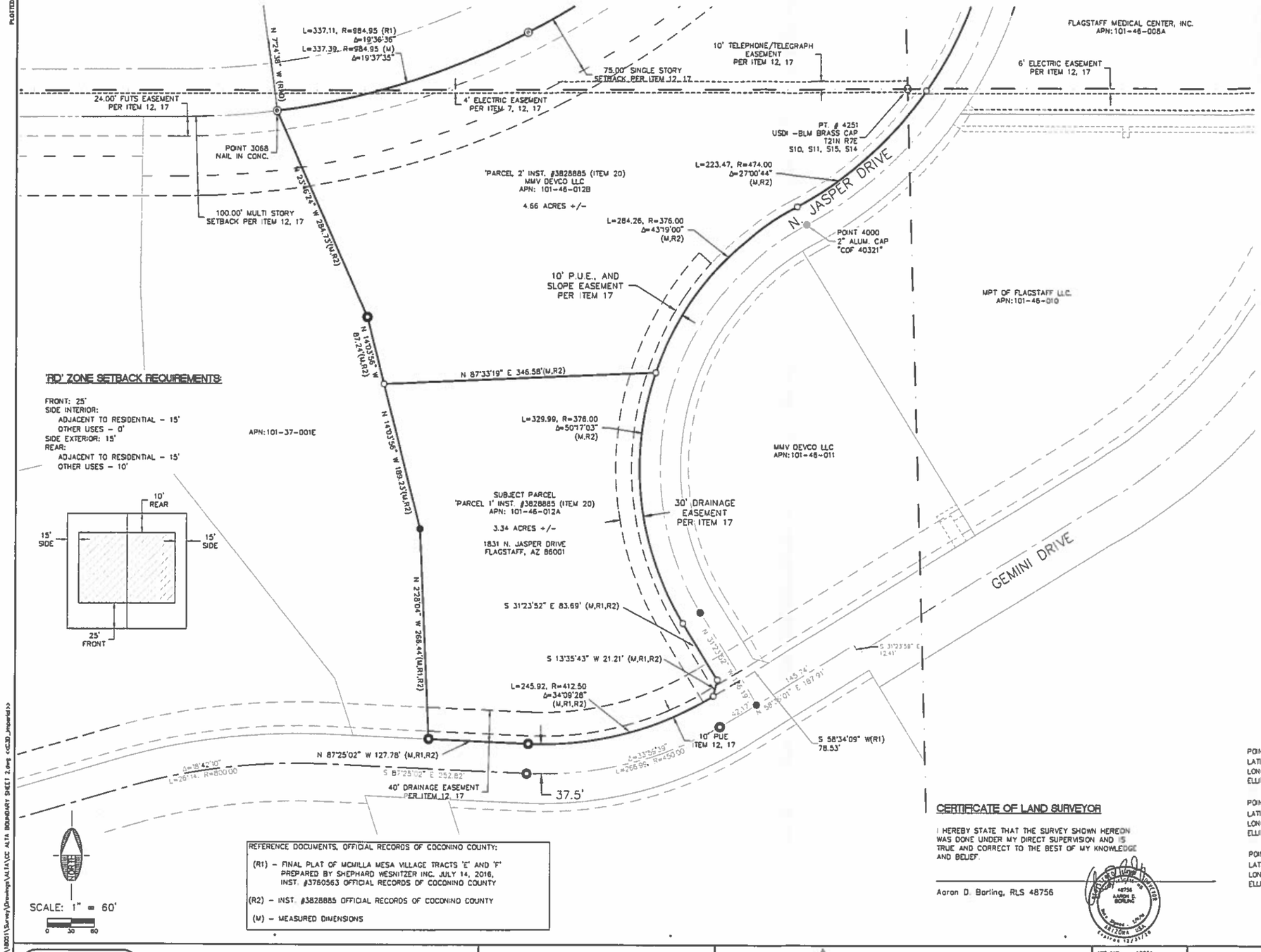
SHT NO. 1 OF 3

FILE: P:\2018\18051\Survey\Drawings\ALTA\COVER SHEET.dwg <<3D_Imperial>>

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
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POINT # 3068 NAIL IN CONCRETE
LATITUDE = N35°12'38.27311" NORTHING = 76692.569 FT ESTIMATED ACCURACY
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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

STATE OF ARIZONA 48756 AARON D. BORLING Date Signed 1/9/19 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

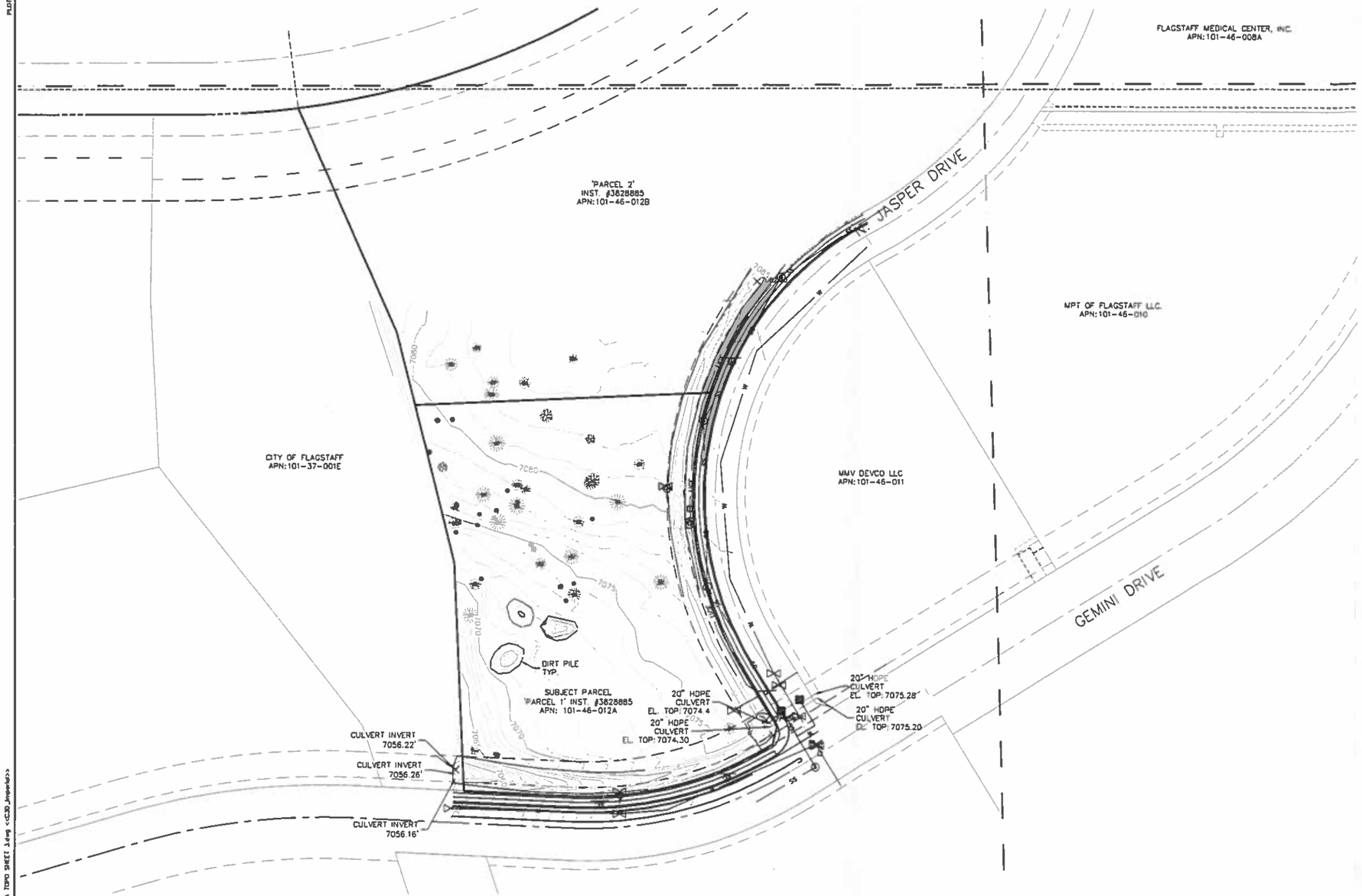
DRAWING NO. A2
SHT NO. 2 OF 3

FILE: P:\2018\18051\Survey\Drawings\ALTA\CC ALTA BOUNDARY SHEET 2.dwg <<CED_projected>>

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

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:	2-11-2018
SCALE:	1"=60'
DRAWN:	MJR
DESIGN:	
CHECKED:	ADB

HIGHGATE FLAGSTAFF — FLAGSTAFF, ARIZONA

ALTA/NSPS LAND TITLE SURVEY
APN: 101-46-012

DRAWING NO. A3

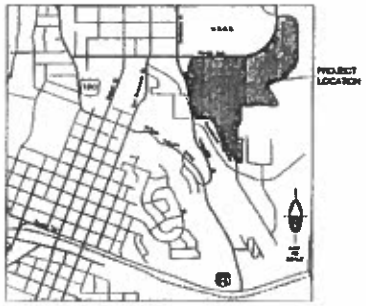
SHT NO 3 OF 3

FILE: P:\2018\18051\Survey\Drawings\ALTA\CE ALTA TOPO SHEET 3.dwg <<CE ALTA TOPO SHEET 3>>

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

COF Project #04-6052

SHEET 1 OF 10 SHEETS

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 G	Parcel Da	Parcel Db
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 G	Parcel Da	Parcel Db
Existing 17-24.99% Slope	219,267	196,859	0	0	19,748	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	481	1,290	0	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	687	1,843	0	0	0	0
17-24.99% Slope Surplus	65,780	59,037	0	0	5,924	0	0	0	0	0	0	0	206	553	0	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 G	Parcel Da	Parcel Db
Existing Tree Canopy (Estimate)	238,232	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)	57,632	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	57,632	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	(61,984)	(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 G	Parcel Da	Parcel Db
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	206	553	0	0	0	0
Tree Canopy Deficit/Surplus	(61,984)	(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)	(3,580)	(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 G	Parcel Da	Parcel Db
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)	(3,580)	(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)	(3,580)	(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.
9566 East Sutton Drive
Scottsdale, AZ 85260
Phone: (480) 656-0888 Fax: (480) 656-0888

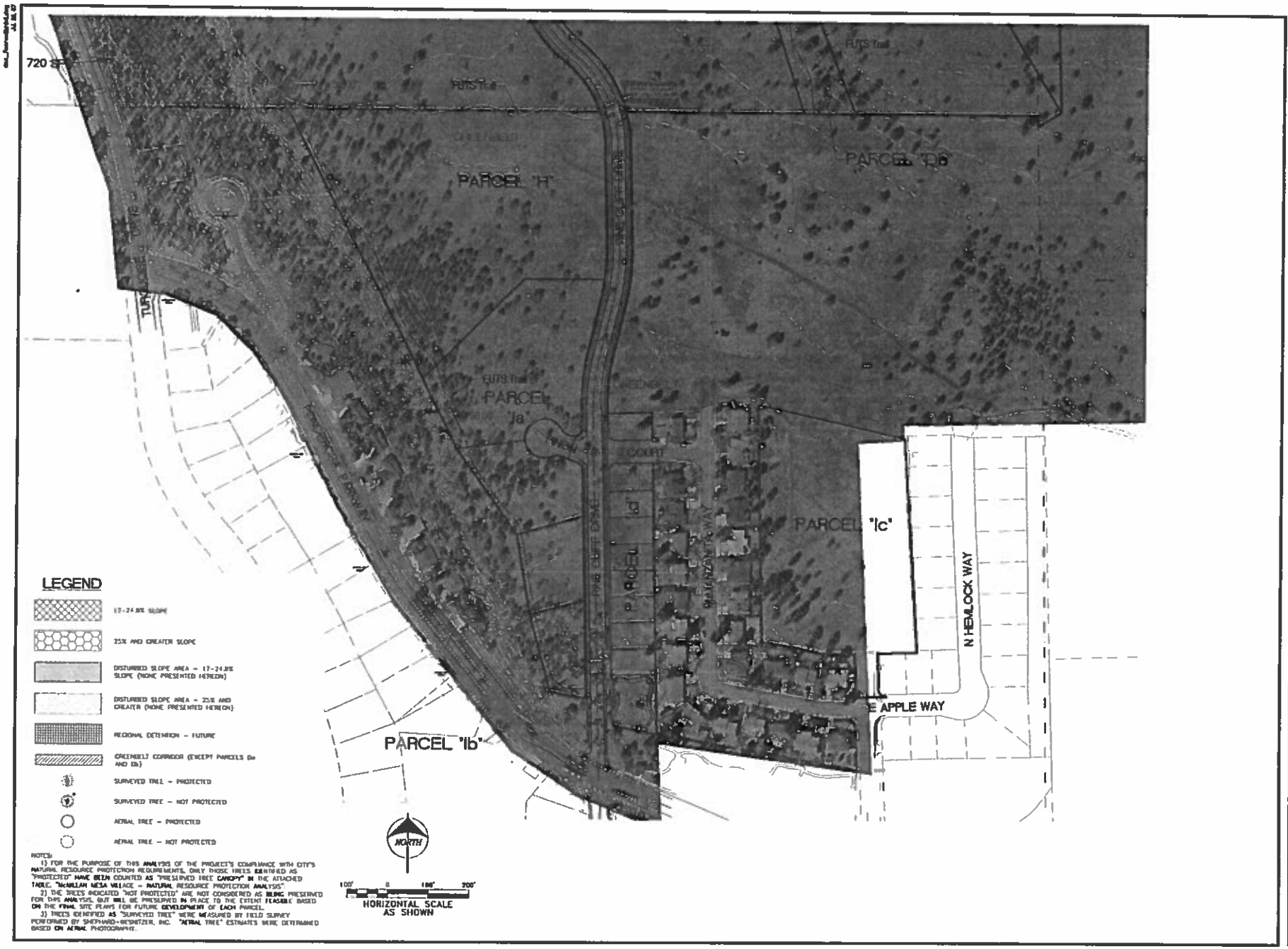
NATURAL RESOURCE PROTECTION - ANALYSIS
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

COF Project #04-8052

SHEET 2 OF 10 SHEETS

COF Project #04-6052

SHEET 3 OF 10 SHEETS	NATURAL RESOURCE PROTECTION - EXHIBIT 1 MCMILLAN MESA VILLAGE FLAGSTAFF, ARIZONA	COF NUMBER: COF-06081071 D.A.C. DESIGN BY: D.A.C. CHECKED: D.A.C. PLAN DATE: MAY 4, 2007	DAC Consulting, Inc. 9668 East Sutton Drive Scottsdale, AZ 85260 Email: dac@dacinc.net Phone: (602) 625-2648 Fax: (480) 656-0929	BY: DATE: REVISION: DAC 05/04/07 1 Initial DAC 07/09/07 2 Response per City Comments DAC 08/10/07 3 Updated Boundary Plan



SHEETS	DATE	BY
1 Original	4/16/07	DAC
2 Revised per City Comments	07/25/07	DAC
3 Updated Hydrotechnics 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
FIELD BY: D.A.C.
DRAWN: D.A.C.
PLAN DATE: MAY 4, 2007

NATURAL RESOURCE PROTECTION - EXHIBIT 2

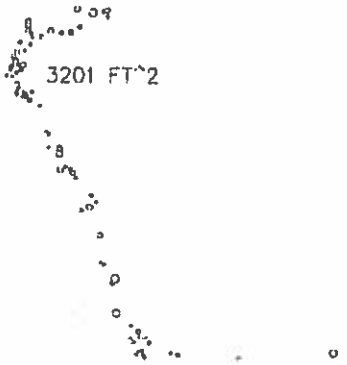
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

SHEET 4 OF 10 SHEETS

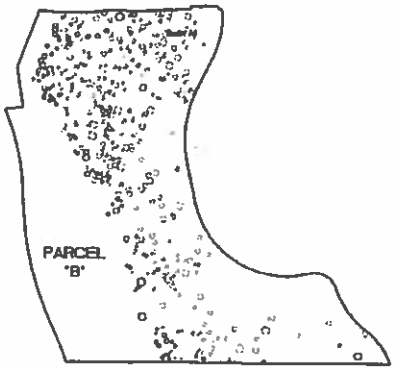
COF Project #04-6052

PARCEL B SAVED TREES

3201 FT^2

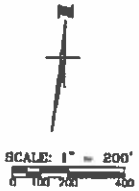


PARCEL B
EXISTING TREES



PARCEL B
EXISTING TREES

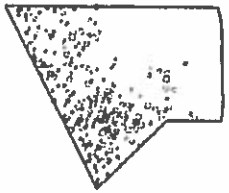
62473 FT^2



PARCEL H SAVED TREES

3372 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

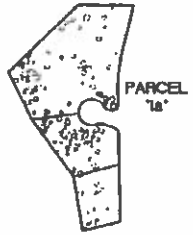
PARCEL Ib EXISTING TREES

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

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PARCEL Id EXISTING TREES

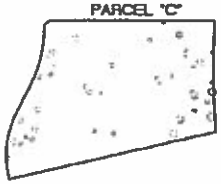
PARCEL Id EXISTING TREES

1636 FT^2

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.

1-800-STAKE-IT

RS02

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

COF Project #04-6052

NATURAL RESOURCE PROTECTION - CALCULATIONS

MCMILLAN MESA VILLAGE

FLAGSTAFF, ARIZONA

SHEET 7 OF 10 SHEETS

DAC Consulting, inc.

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Shephard-Wesnitzer, Inc.

110 West 2nd Ave

Flagstaff, AZ 86001

928 779 6889 fax

SWI

RS03

TREE RESOURCE CALCULATION BACKUP DATA

PARCEL D1 EXISTING TREES

PARCEL D1

PARCEL D' EXISTING TREES

4183 FT^2

PARCEL Da EXISTING TREES

PARCEL Da

34514 FT^2

PARCEL D2 EXISTING TREES

PARCEL D2

7306 FT^2

PARCEL Da SAVED TREES

33646 FT^2

PARCEL D2 SAVED TREES

1414 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.

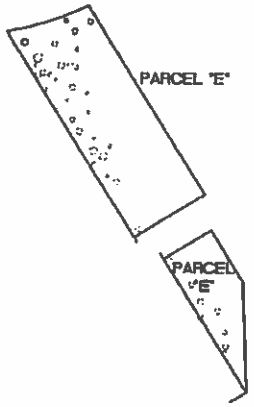
SCALE: 1" = 200'

0 100 200 400

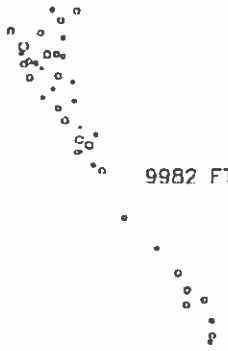
PARCEL E SAVED TREES

1048 FT^2

PARCEL E EXISTING TREES



PARCEL E EXISTING TREES



9982 FT^2

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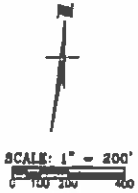


PARCEL D3 EXISTING TREES

PARCEL D3 TREES

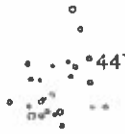
5593 FT^2

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.

DAC Consulting, inc.
9868 East Sutton Drive
Scottsdale, AZ 85260

NATURAL RESOURCE PROTECTION - CALCULATIONS

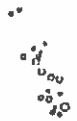
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

COF Project #04-0052

SHEET 8 OF 10 SHEETS

PARCEL Db SAVED TREES

430' FT^2



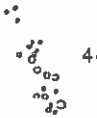
SCALE: 1" = 200'

0 100 200 400

PARCEL Db TREES

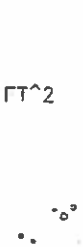
PARCEL Db EXISTING TREES

4498 FT^2



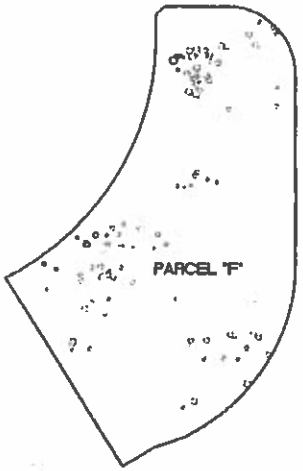
PARCEL F SAVED TREES

1969 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 F EXISTING TREES



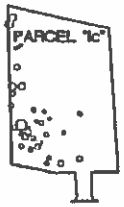
PARCEL F EXISTING TREES

19678 FT^2

PARCEL Ic SAVED TREES

9115 FT^2

PARCEL Ic EXISTING TREES



PARCEL Ic TREES

9115 FT^2

SVI

Shepherds Vineyard Inc

TREE RESOURCE CALCULATION BACKUP DATA

RS05

DAC Consulting, inc.

9668 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) 659-0988

1 Issued	6/9/07	DAC
2 Revised per City Comments	07/30/07	DAC

DRAWN BY	DAC
CHECKED	DAC
DATE	JULY 30, 2007

Shephard-Wesnitzer Inc.
110 West Dale Ave
Phoenix, AZ 85021
602.774.1004
602.774.8914 fax

SWI

1 IN = 50 SCALE: 1"

RS06

TREE RESOURCE CALCULATION
BACKUP DATA

14249 FT^2

ROW EXISTING TREES

ROW EXISTING TREES

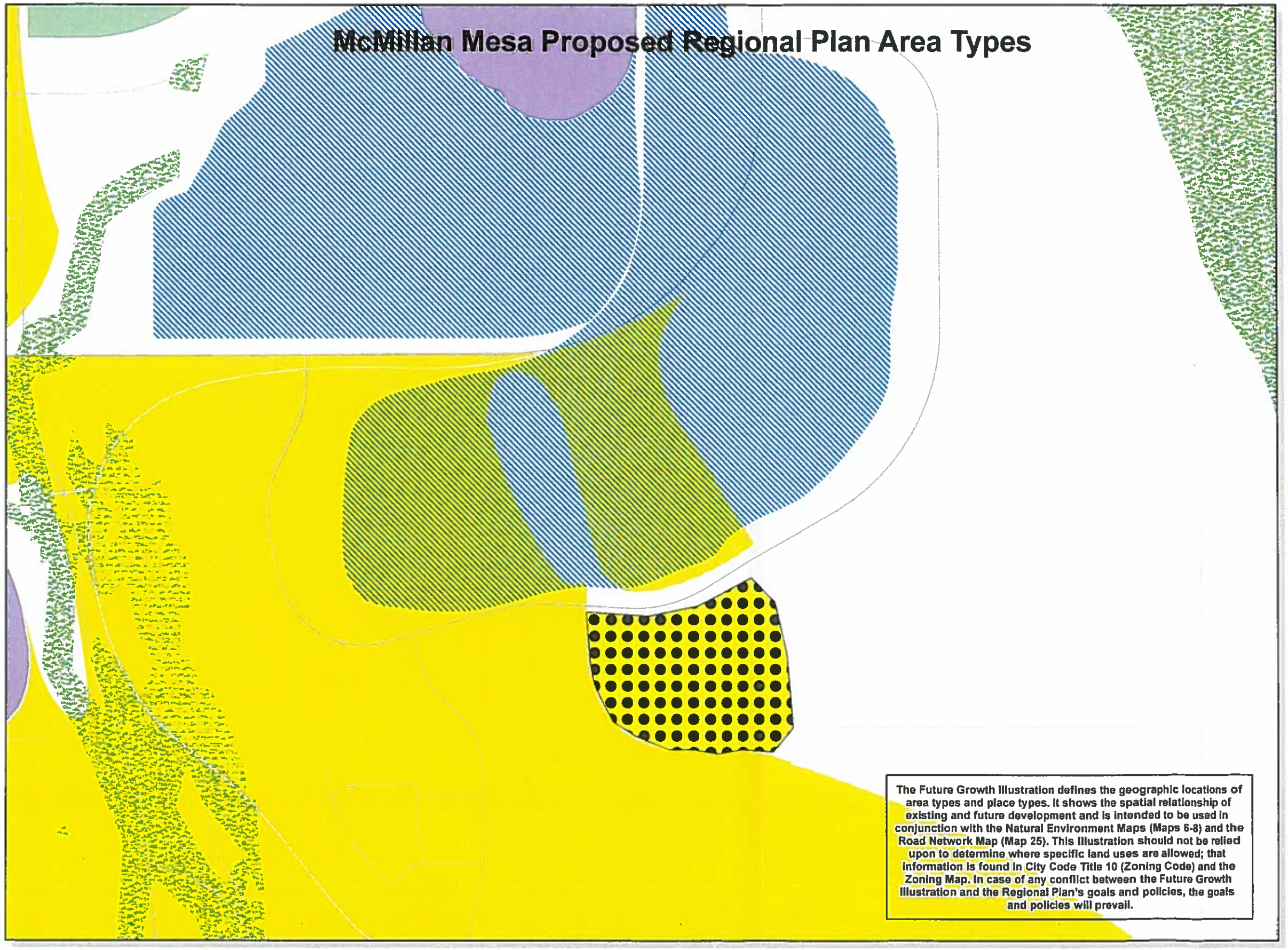
ROW SAVED TREES

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



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.

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

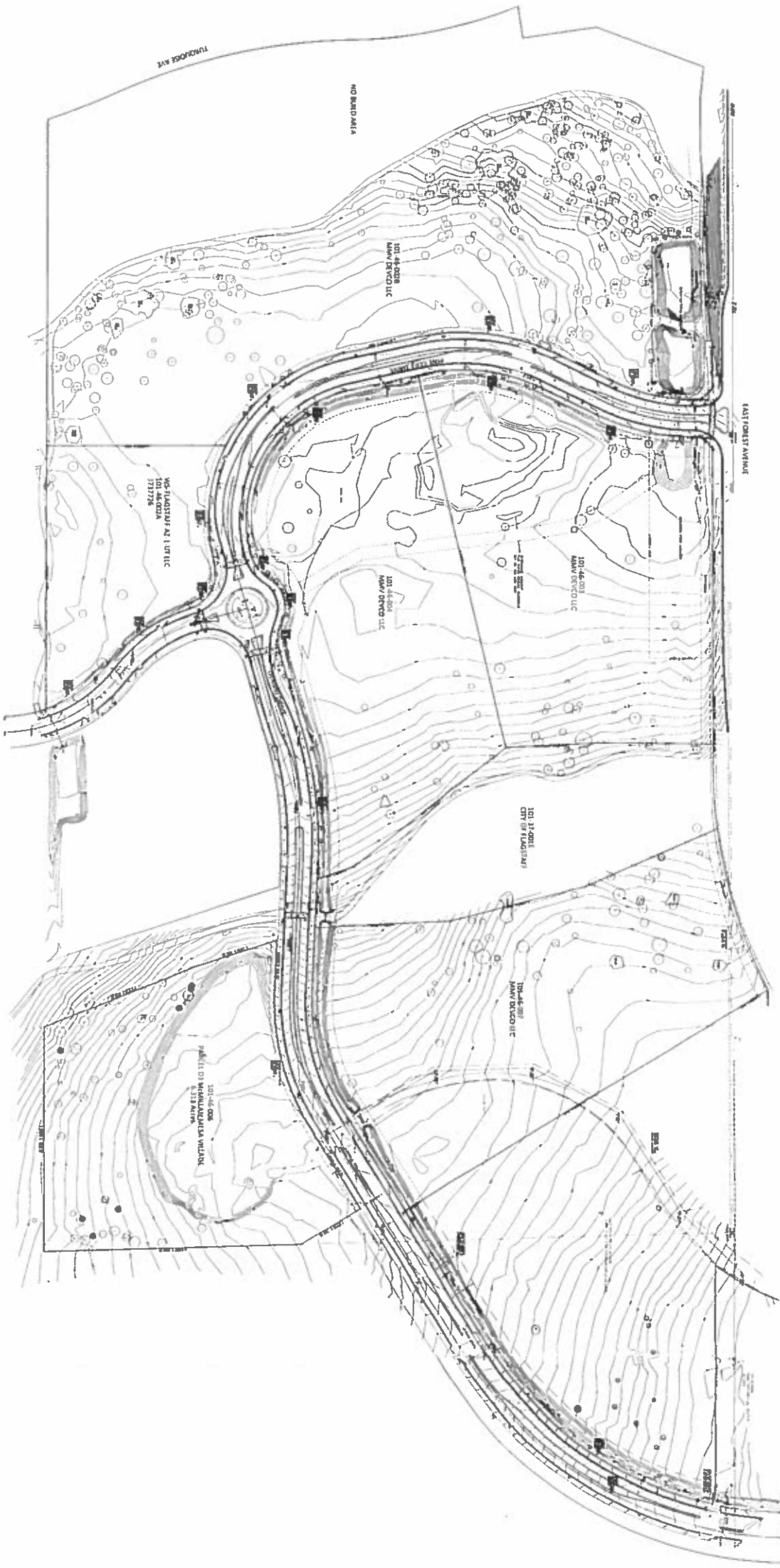
Future growth illustrations and plans do not preclude private development entitlements. Please see www.flagstaffmatters.com for an interactive GIS map.

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, D, E AND F OF MARIANA DE SA 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 estrememan@msn.com

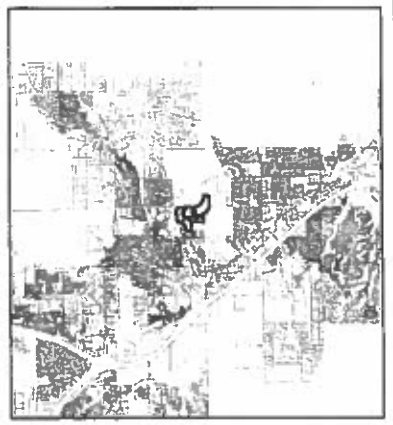
TOPO

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

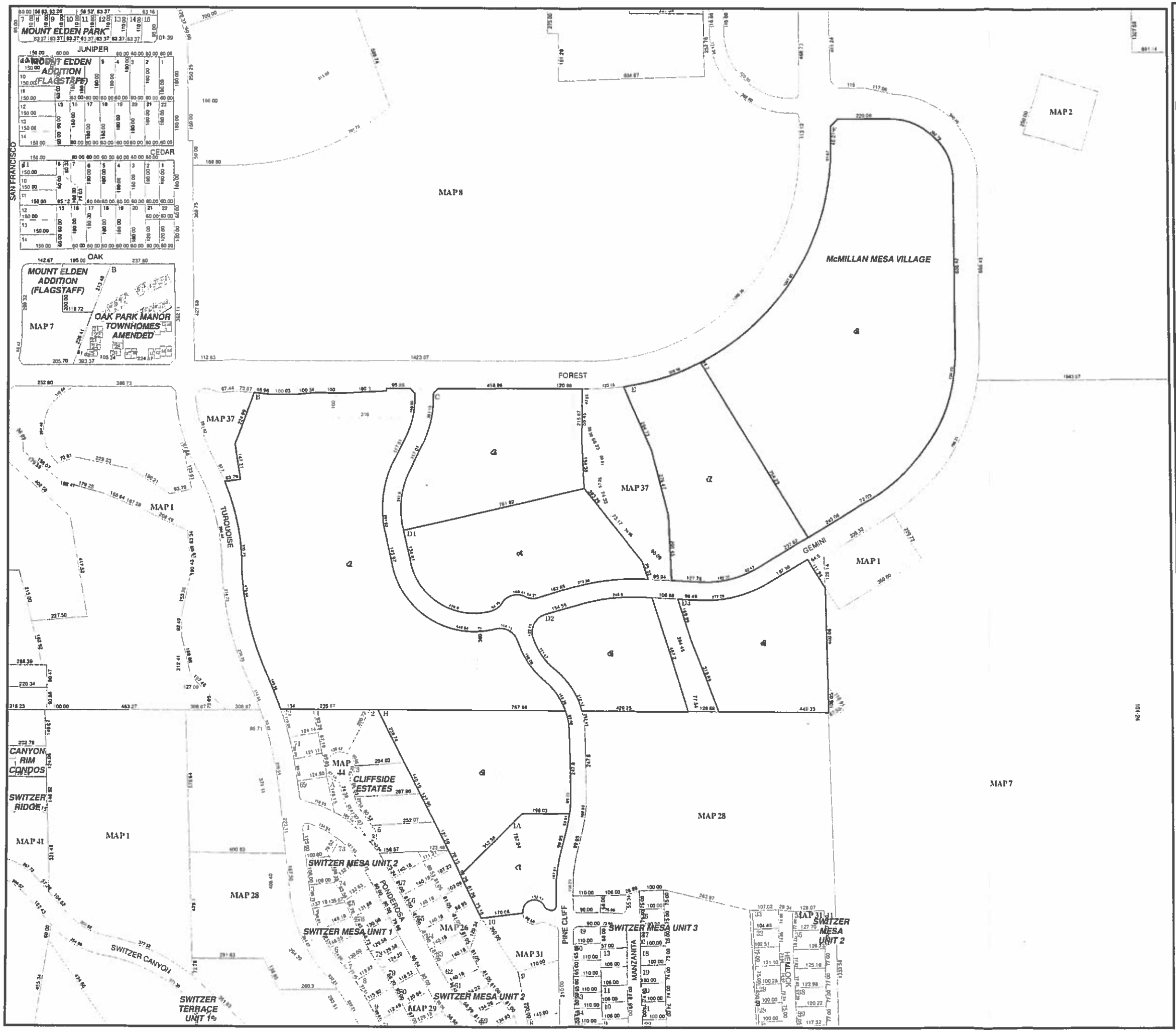
Notes:

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

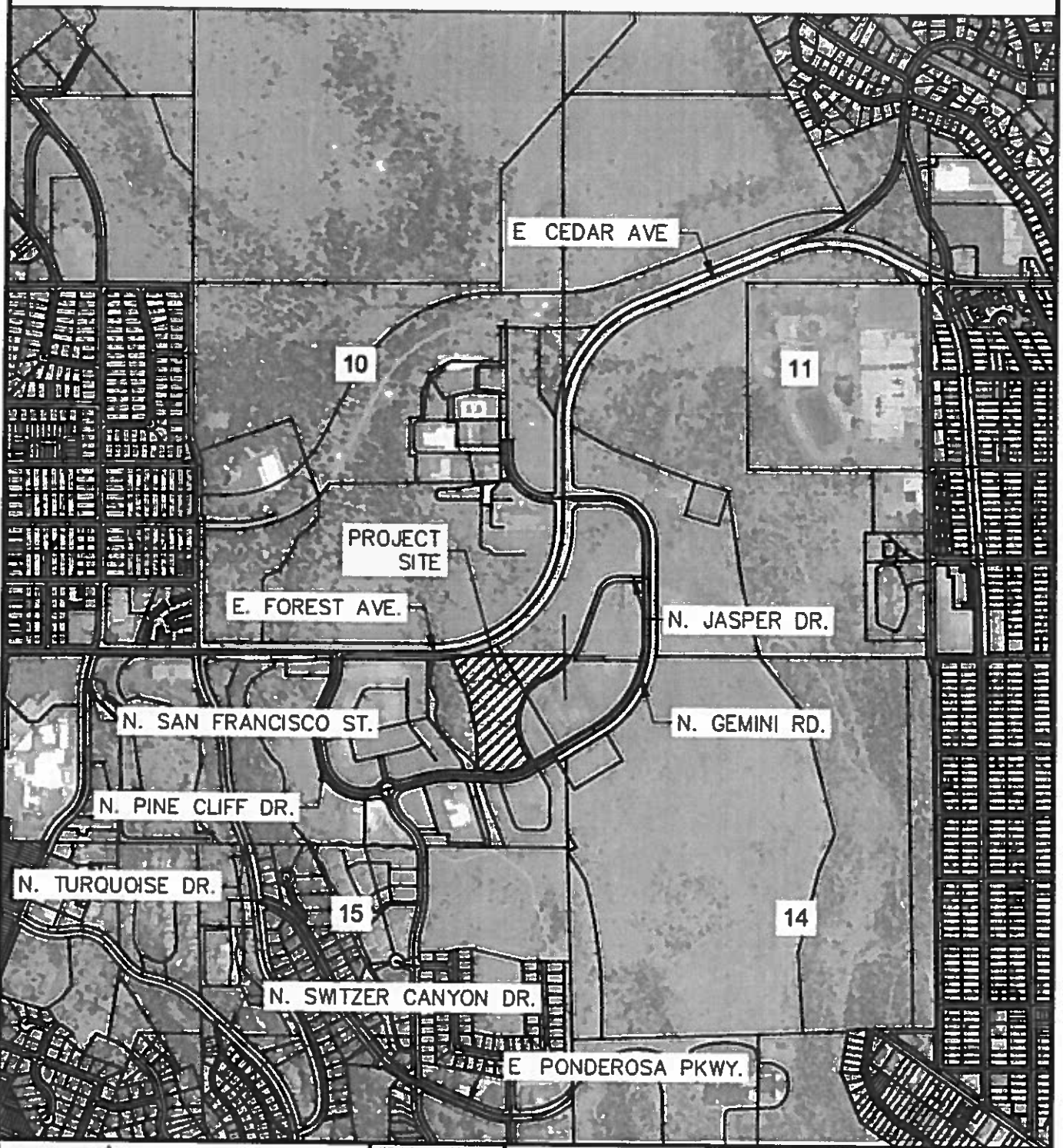
TAX CODE: 0150

MARKET / SUB: 03/13

For planning only, not liable for misuse

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.

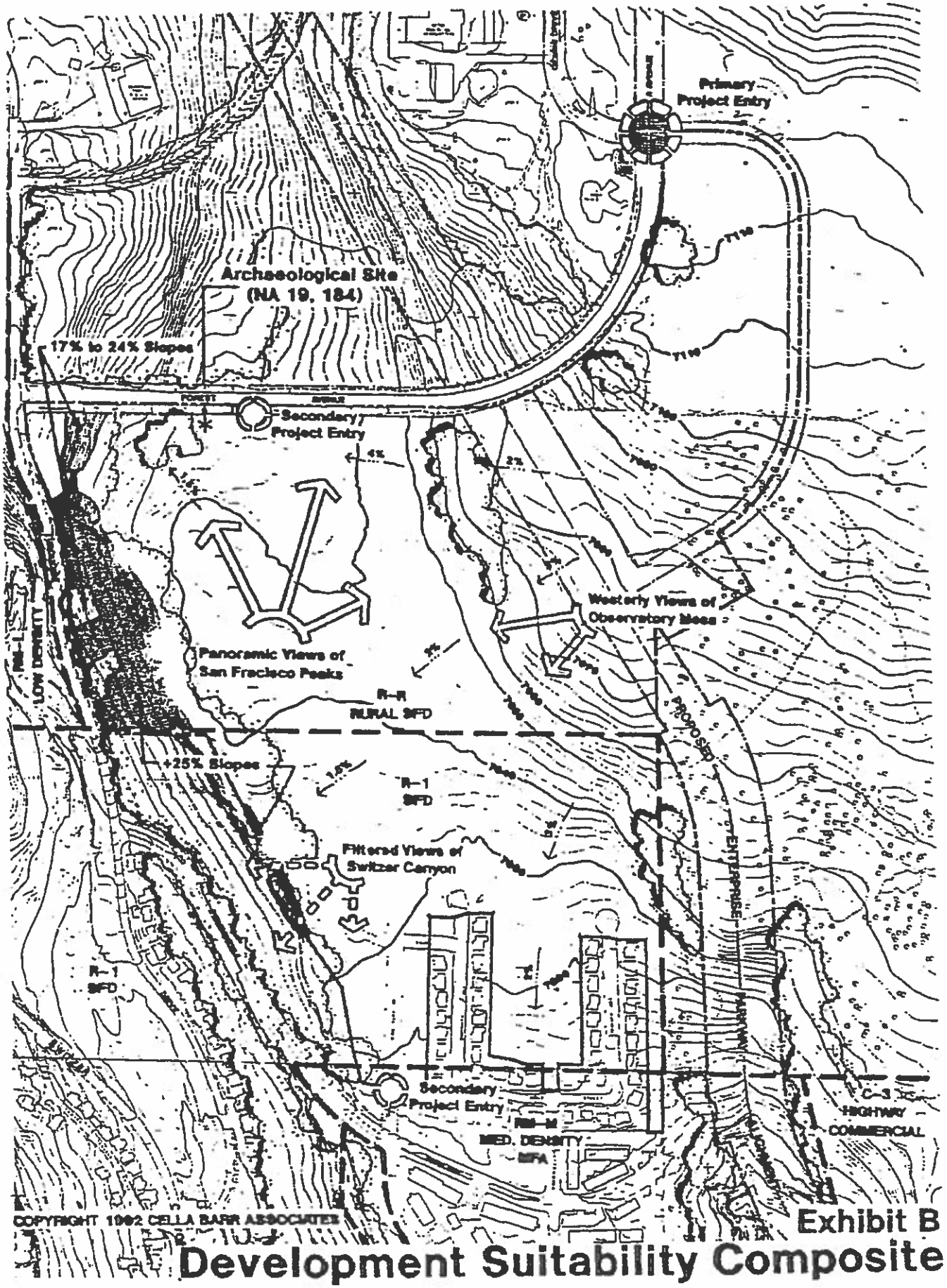


Exhibit B

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

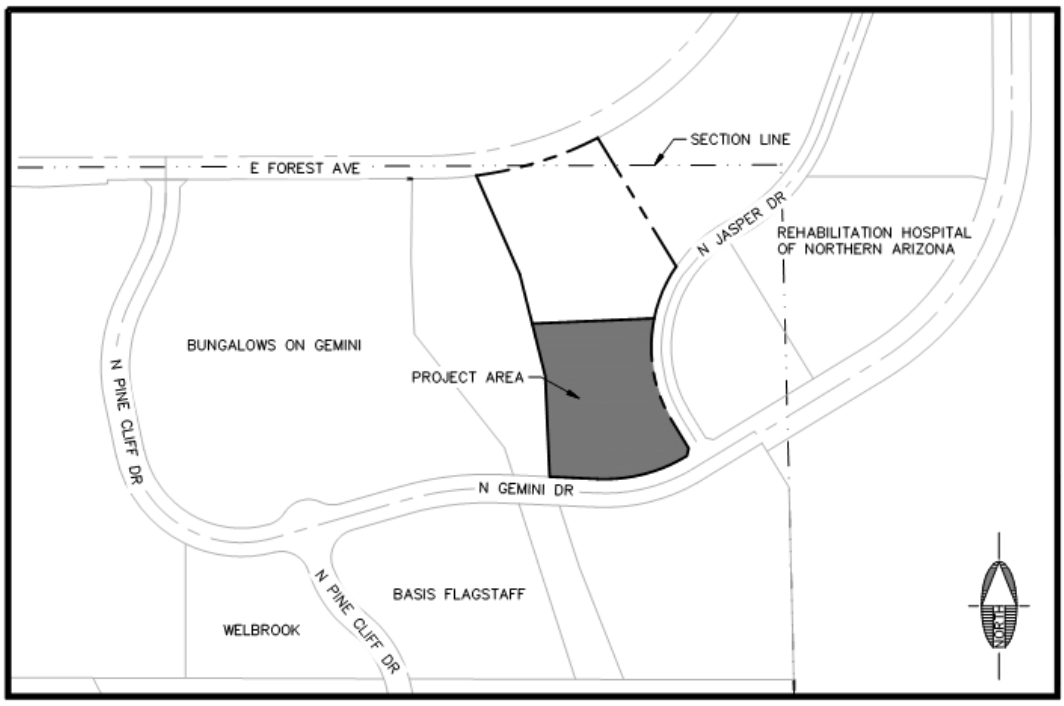
Originally Prepared:
September 17, 2018

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.

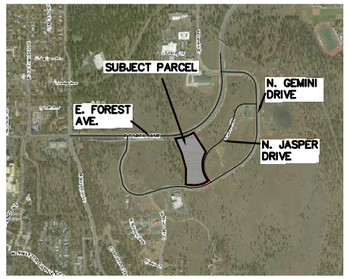
AS FOR THE BOUNDARY INFORMATION SHOWN HEREON, SHEPHARD-WESNITZER, INC. HAS RELIED ON RECORD INFORMATION PROVIDED IN THE COMMITMENT FOR TITLE INSURANCE ORDER NO. A-102920 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: FEBUARY 16, 2018 AT 5:00 PM

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, U.S.A. — Expires 12/31/20

DRAWING NO. A1

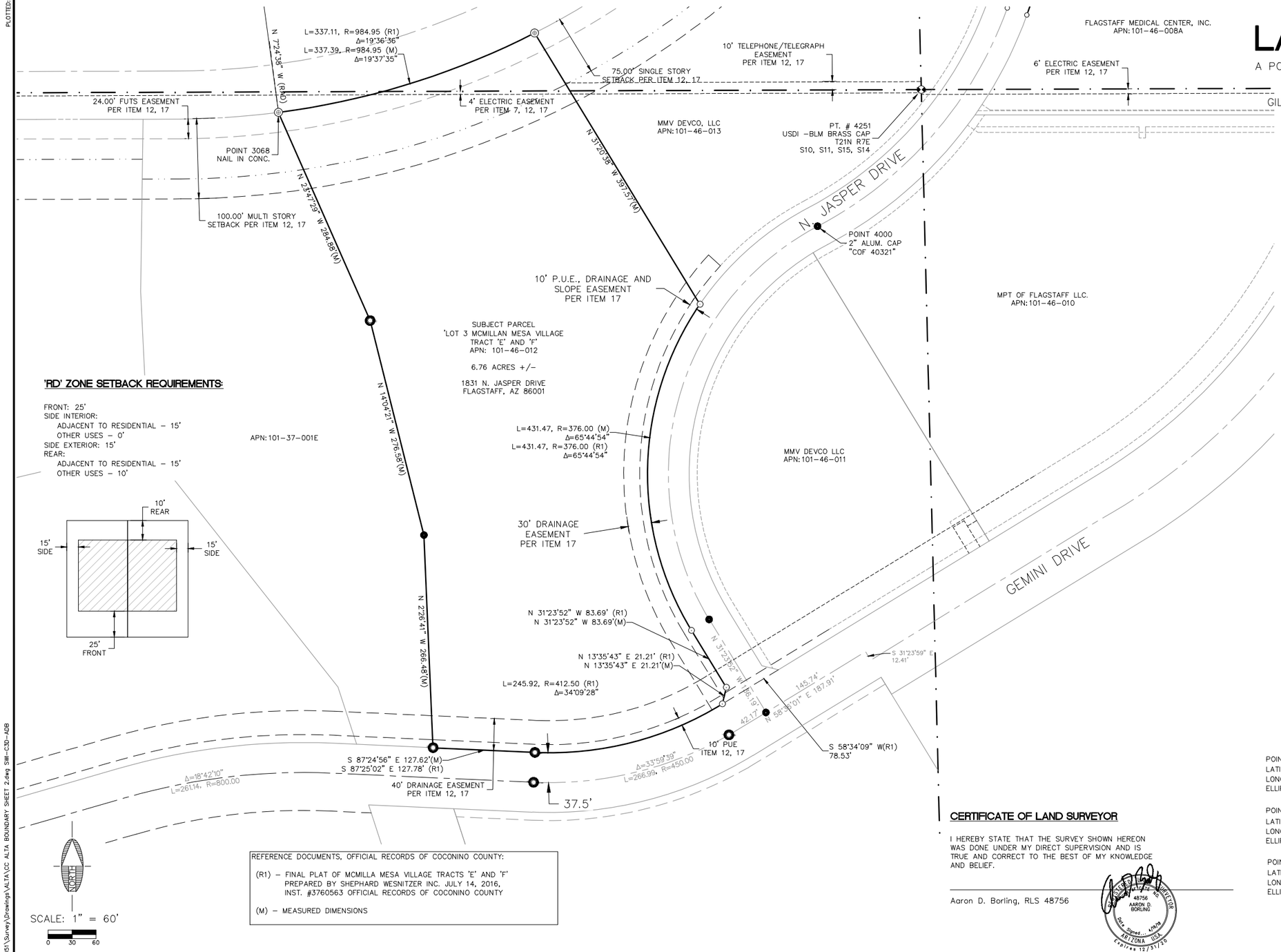
SHT NO. 1 OF 3

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

REGISTERED LAND SURVEYOR 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

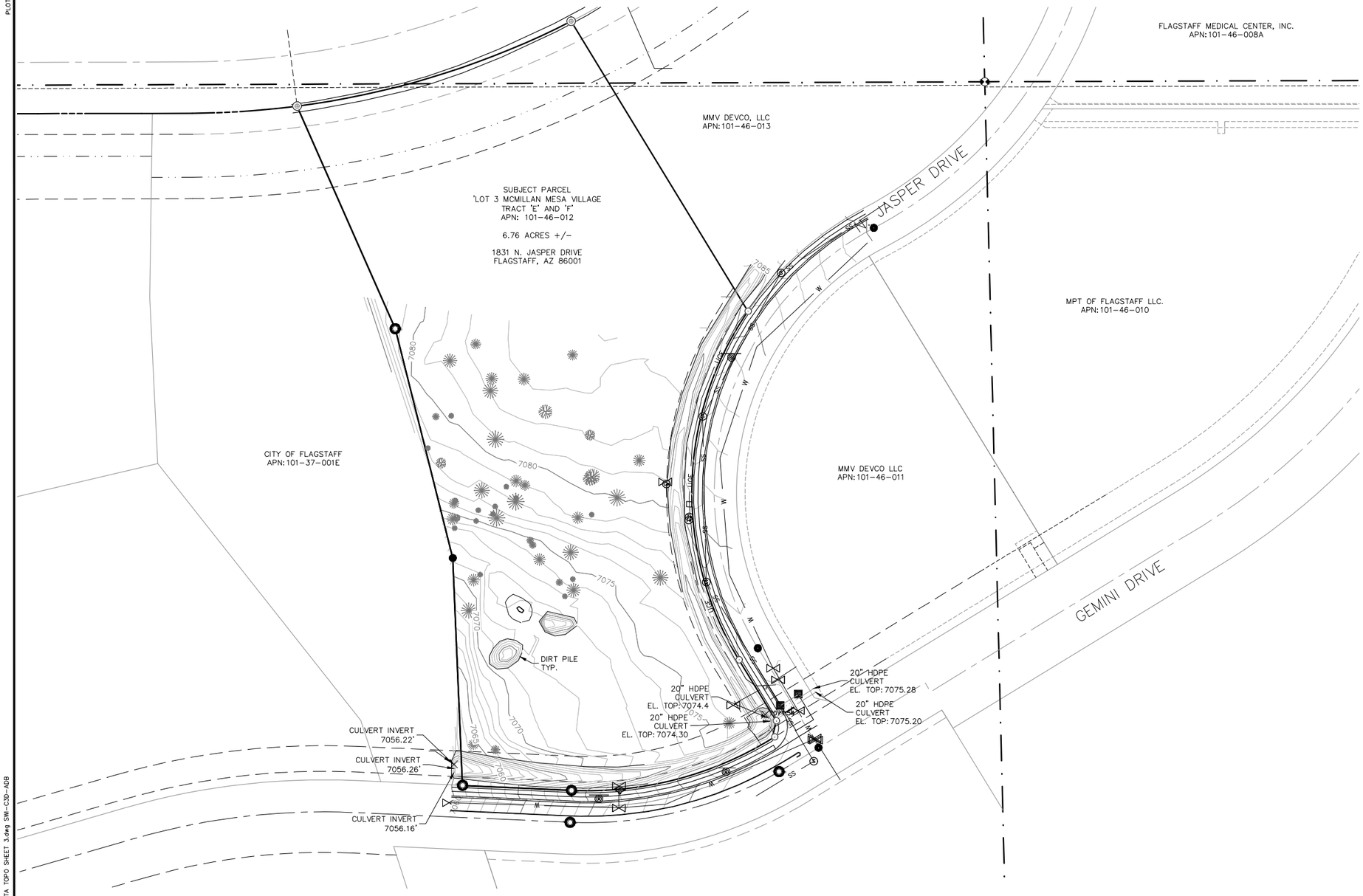
DRAWING NO. A2
SHT NO. 2 OF 3

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

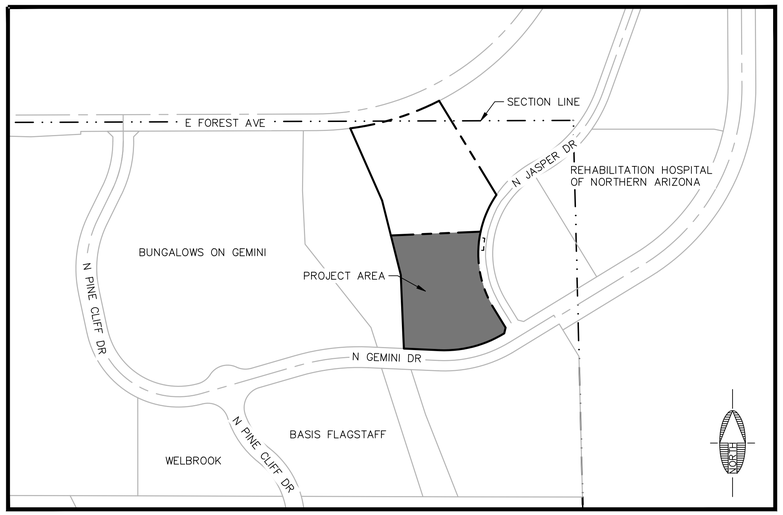
PRE–DEVELOPMENT IMPERVIOUS AREA = 0 SF
POST–DEVELOPMENT IMPERVIOUS AREA = 84,846 SF

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
- W — WATER METER
- SS — 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. SECTION LINE
- EX. ROAD STRIPING
- WV — EX. WATER VALVE
- EX. IRRIGATION
- EX. SIGNAGE
- EX. LIGHT POLE
- 50687478 — EX. ELECTRIC BOX
- EX. DRAINAGE FLOW

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.

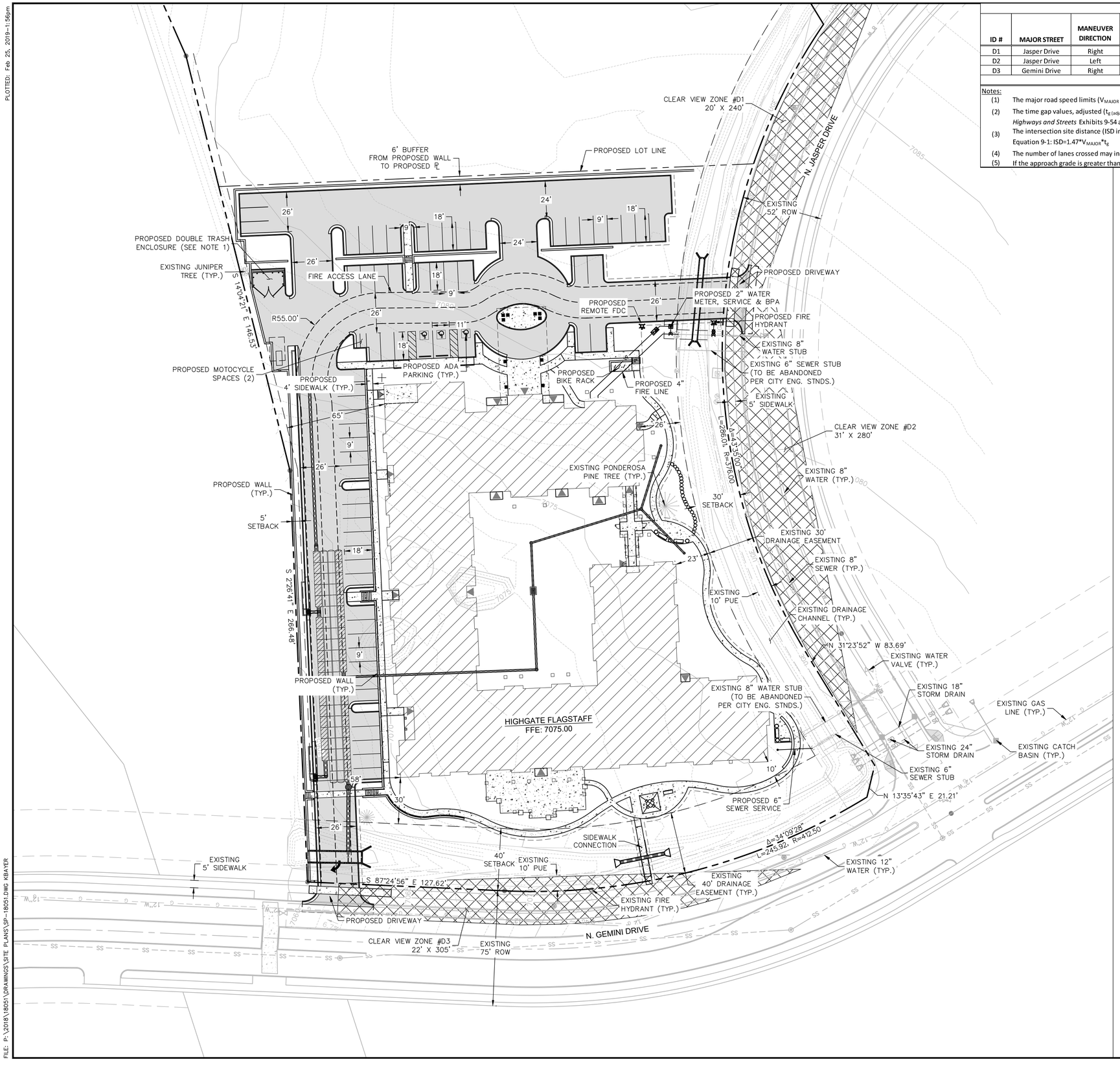
Call at least two full working days before you begin excavation
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8–1–1 or 1–800–STAKE–IT (782–5348)

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

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DRAWING NO.
SP01

SHT NO. 2 OF 3

FILE: P:\2018\18051\DRAWINGS\SITE PLANS\SP--18051.DWG KBAYER

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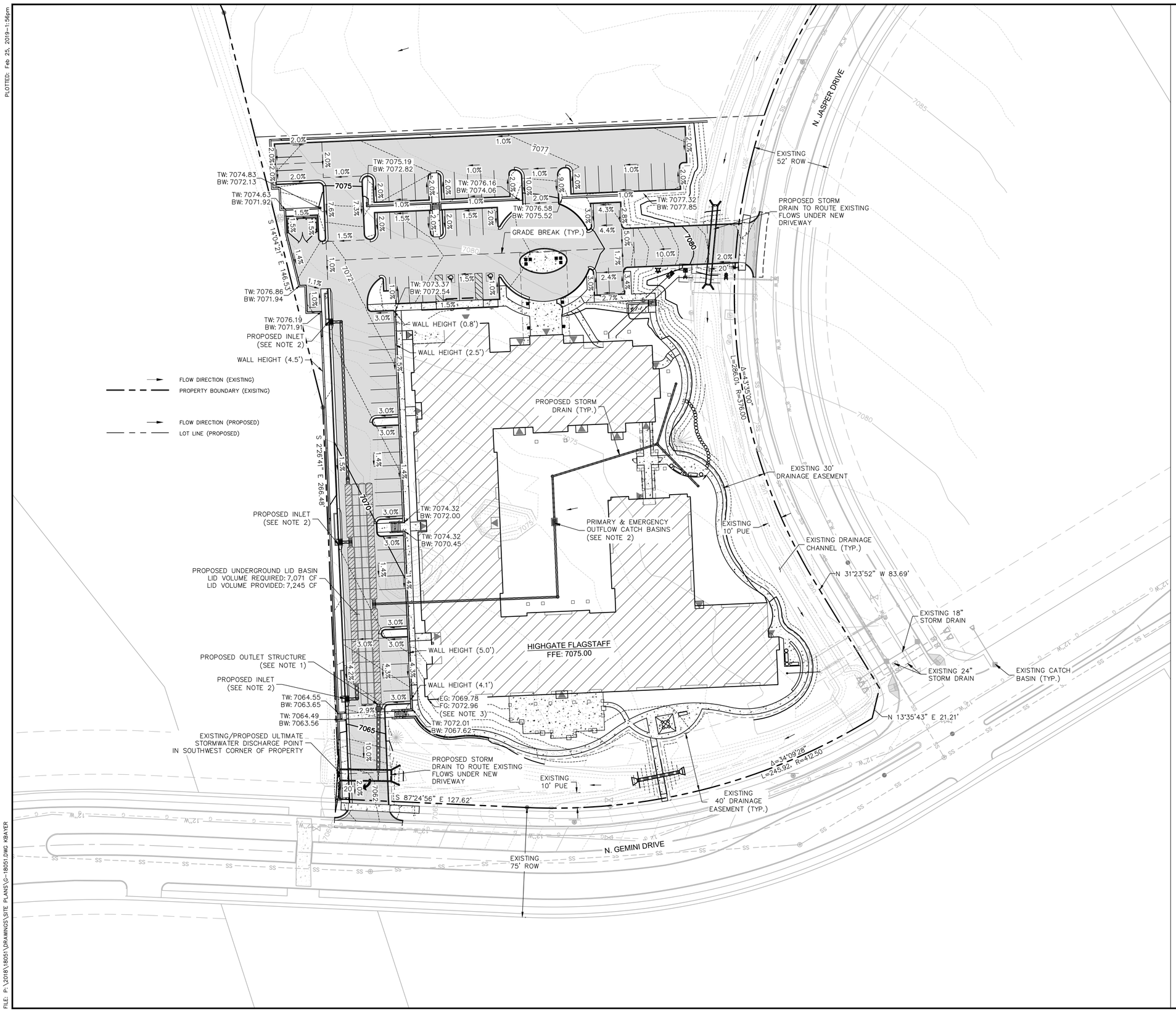

Site Plan Impervious Areas & LID Analysis

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.

SCALE 1" : 30'
0 15 30

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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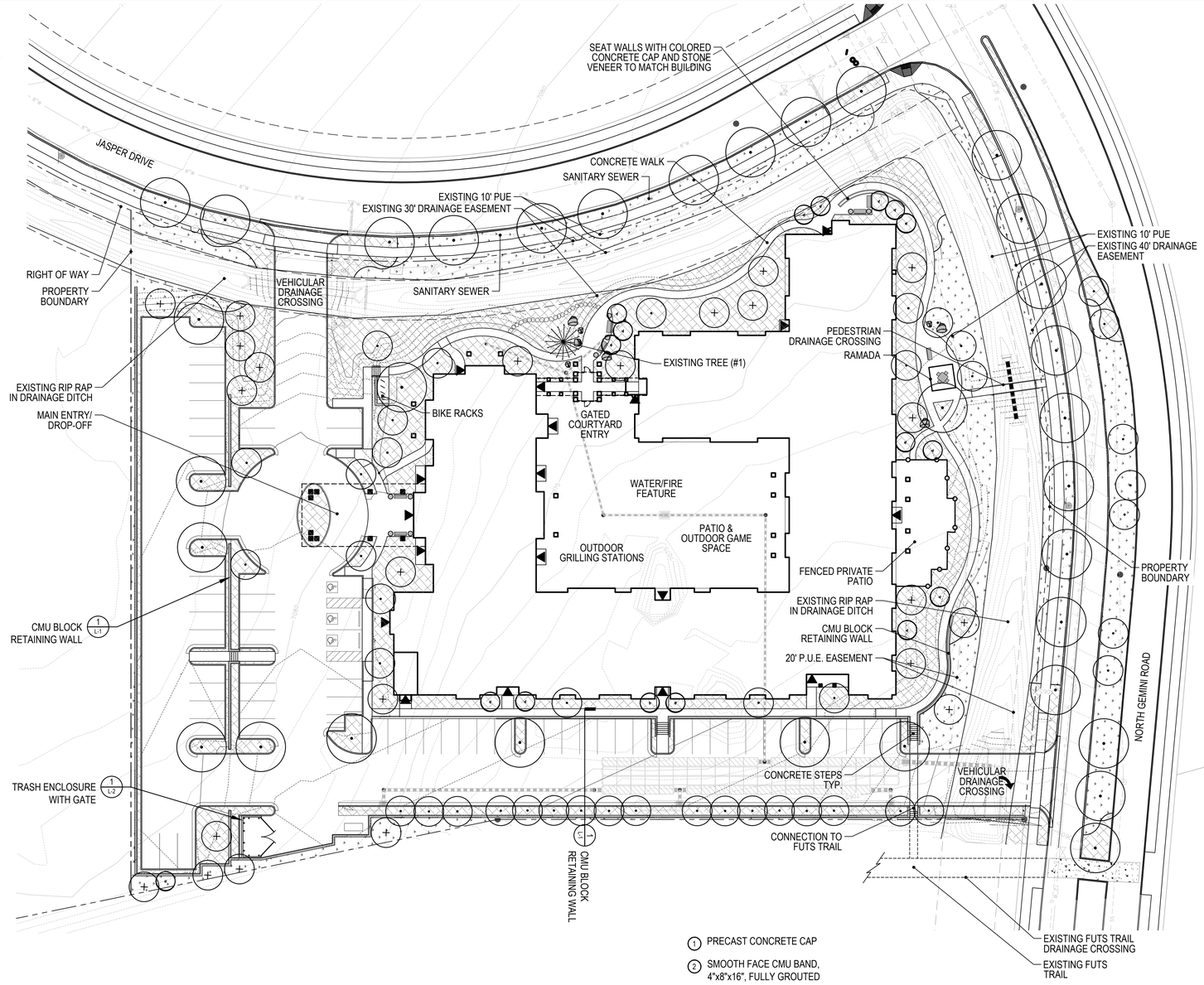
DRAWING NO.
GD01

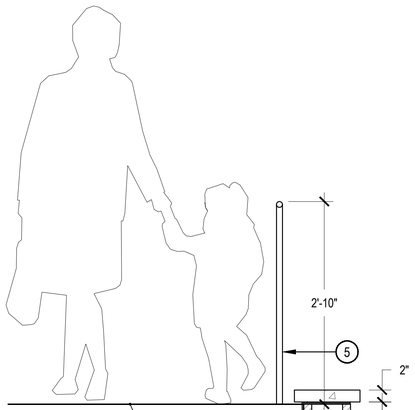
SHT NO. 3 OF 3

FILE: P:\2018\18051\DRAWINGS\SITE PLANS\G-18051.DWG KBAYER

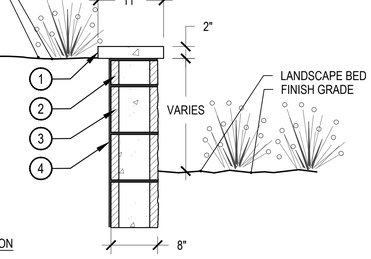
EXISTING TREE CALCULATIONS

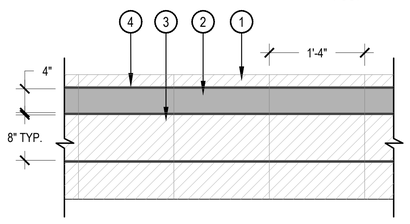
TREE ID#	SIZE (DBH)
#1 - PONDEROSA PINE	10"





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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Flagstaff, AZ 86001
P 928.233.3021
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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

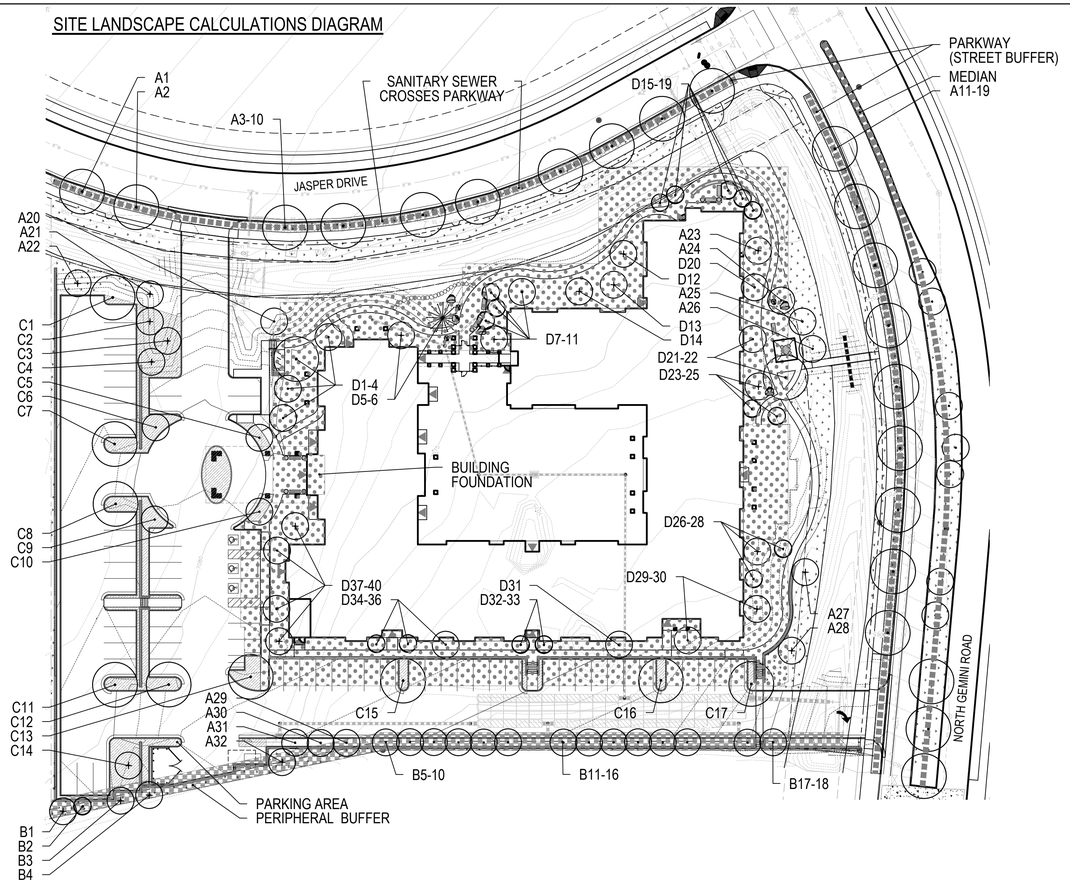
NOT FOR CONSTRUCTION

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

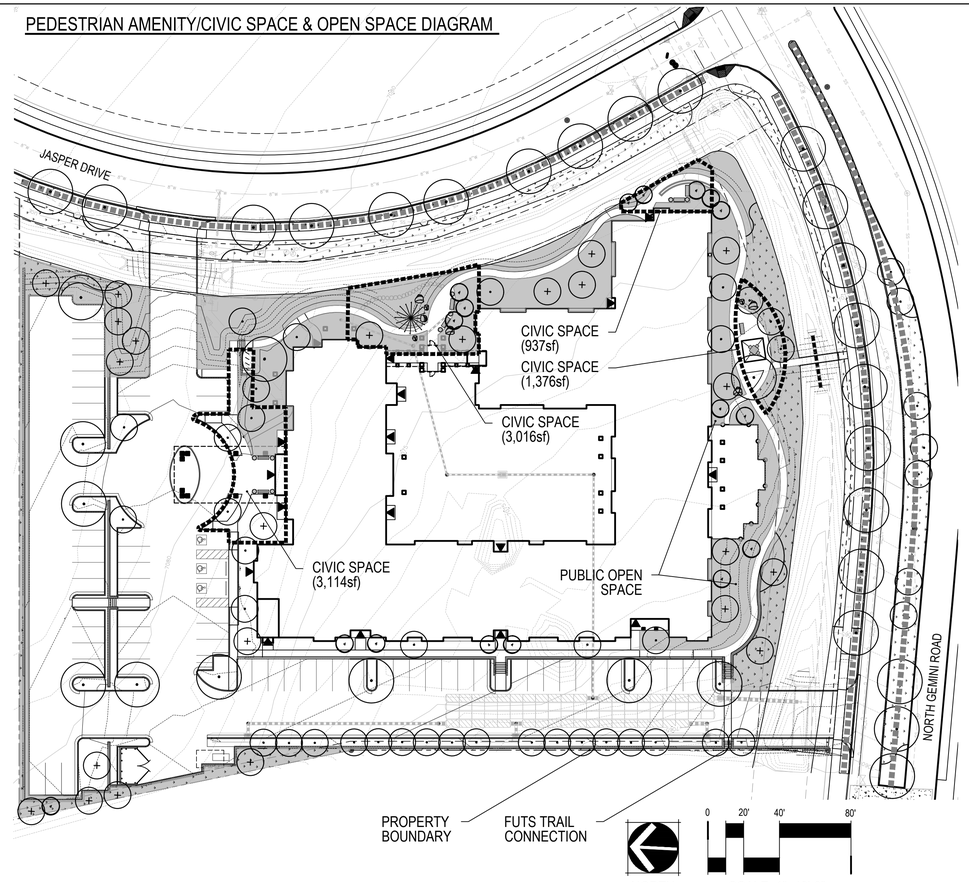
SHEET TITLE:
LANDSCAPE PLAN

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)

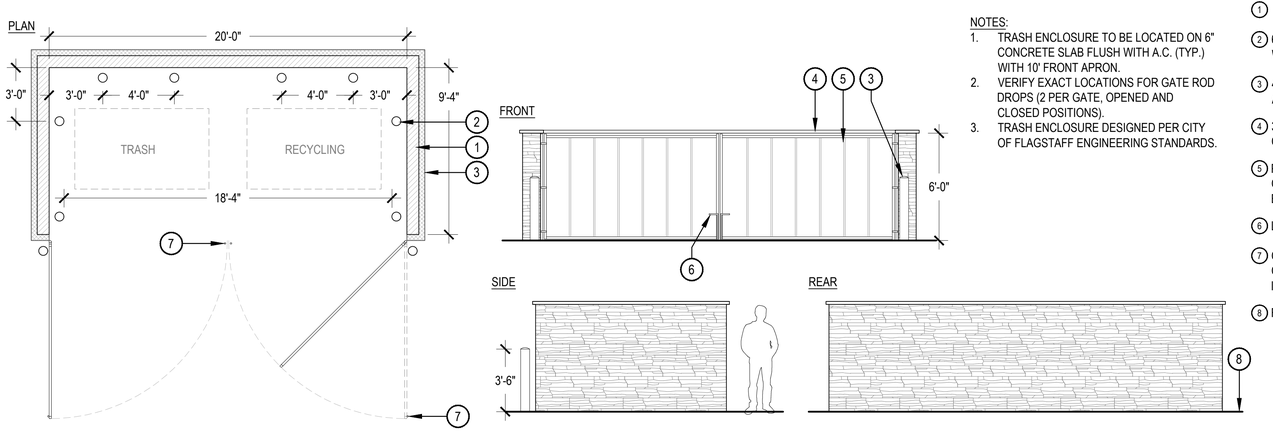
* EACH EXISTING TREE THAT IS A MINIMUM OF SIX INCHES IN DIAMETER AT BREAST HEIGHT (DBH) OR 10 FEET IN HEIGHT OR LARGER MAY SUBSTITUTE FOR THE REQUIREMENT OF TWO EVERGREEN LANDSCAPE TREES.
FOR EACH EXISTING TREE RETAINED IN A LANDSCAPE AREA, THE REQUIREMENT FOR SHRUBS AND GROUNDCOVERS ASSOCIATED WITH 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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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:

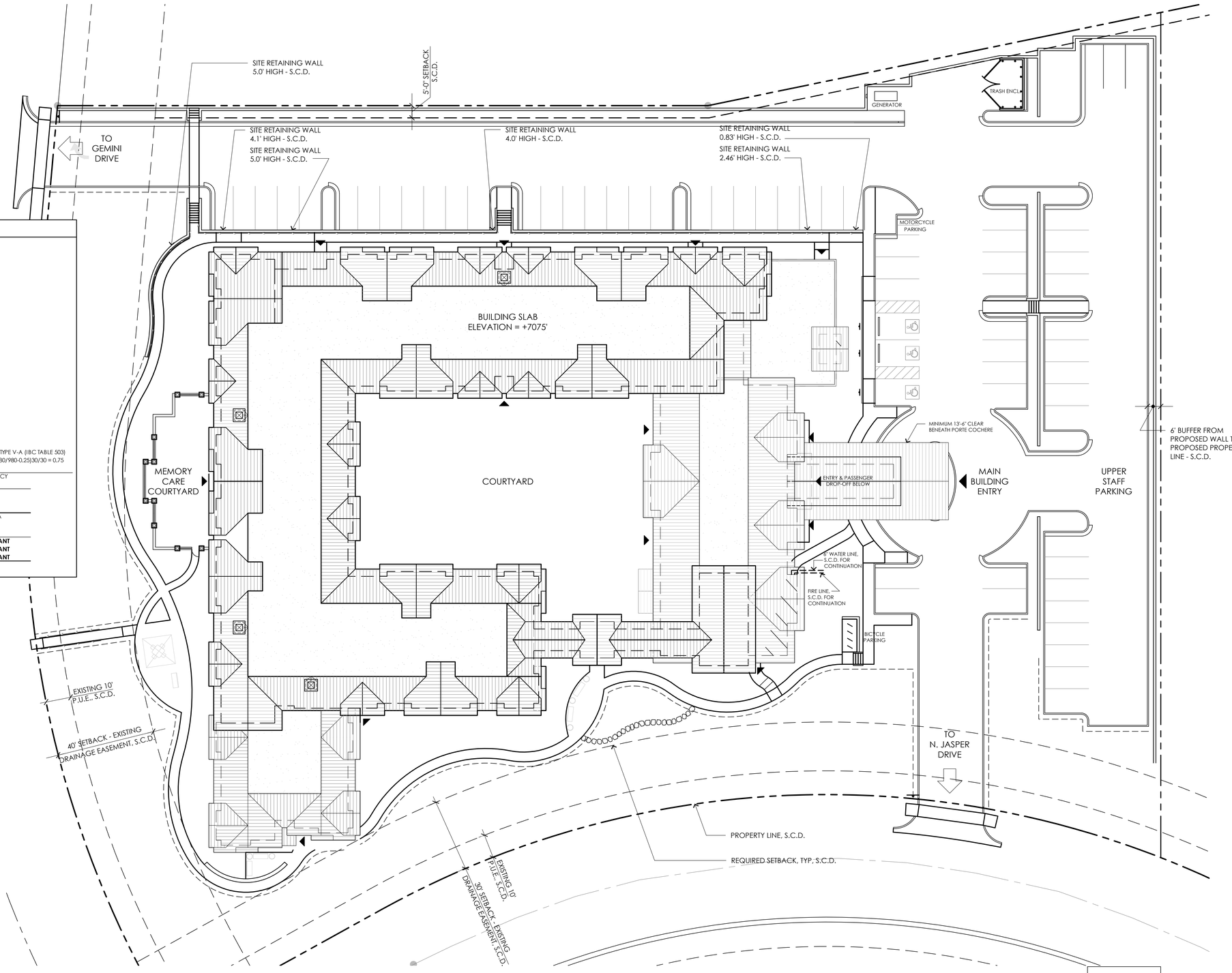
A-2	B	I-1	I-2		
11,500	**18,000**	**10,500**	**9,500**	PER FLOOR	A-2, B, I-1, + I-2 MIXED OCCUPANCY, TYPE V-A (IBC TABLE 503)
8,625	**13,500**	**7,875**	**7,125**	PER FLOOR	FRONTAGE INCREASE IBC 506.2 If=(980/980-0.25)30/30 = 0.75
23,000	**36,000**	**21,000**	**19,000**		SPRINKLERS IBC 506.3 Is=2
43,125	**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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FIRST FLOOR PLAN

A2

SCALE: 1/16" = 1'-0"
DATE: FEBRUARY 26, 2019

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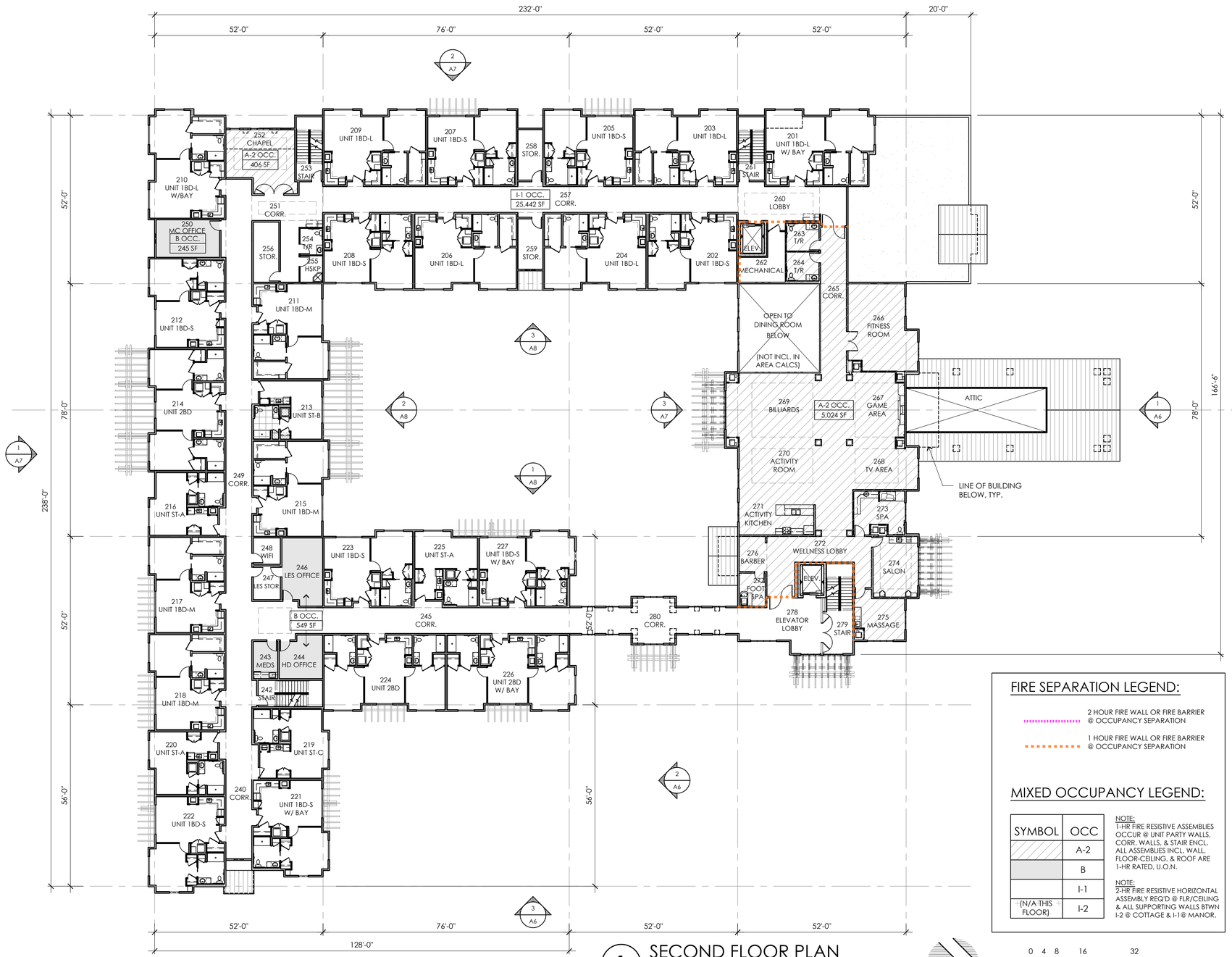

FIRE SEPARATION LEGEND:

2 HOUR FIRE WALL OR FIRE BARRIER @ OCCUPANCY SEPARATION

1 HOUR FIRE WALL OR FIRE BARRIER @ OCCUPANCY SEPARATION

MIXED OCCUPANCY LEGEND:

SYMBOL	OCC
	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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SECOND FLOOR PLAN

A3

SCALE: 1/16" = 1'-0"
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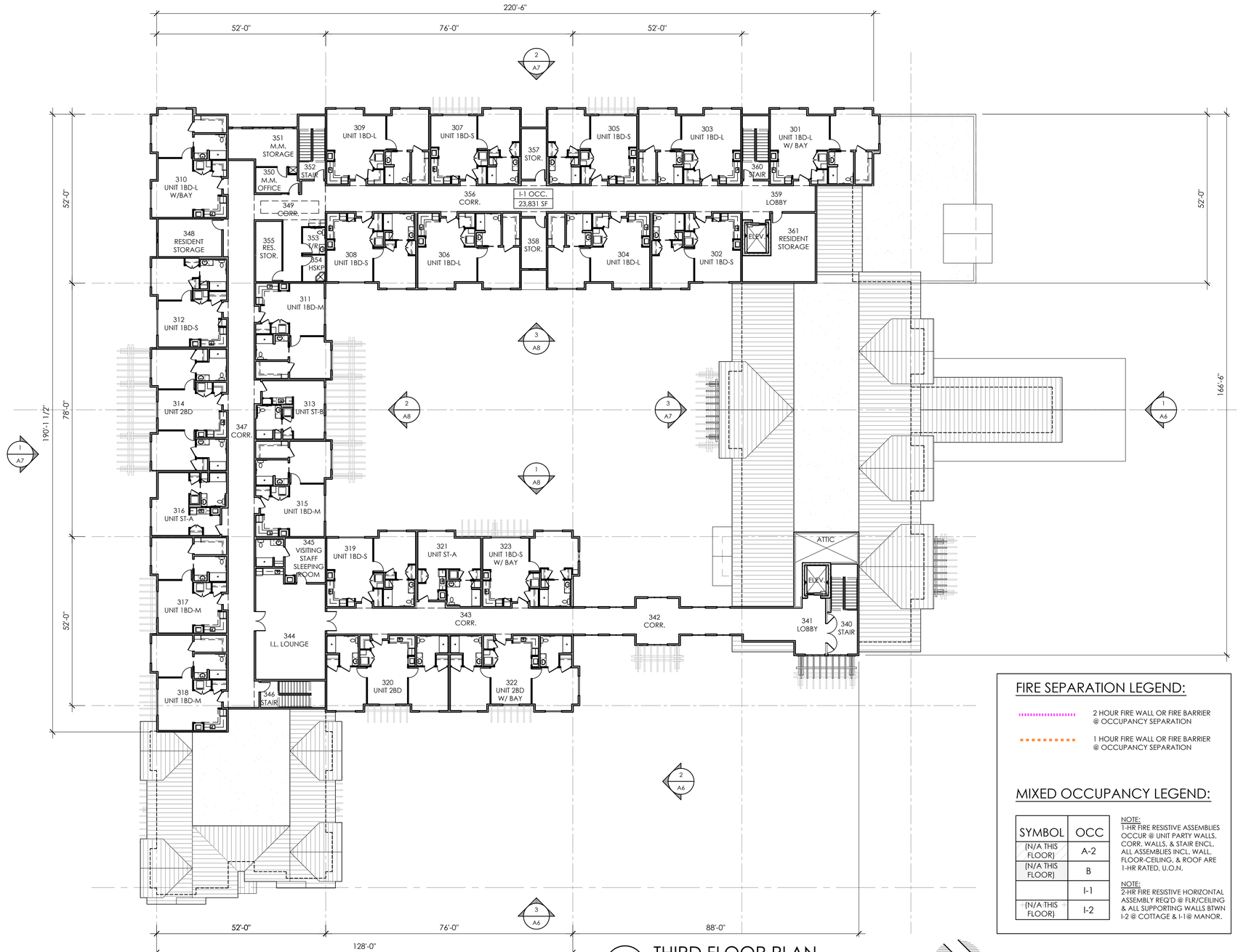

FIRE SEPARATION LEGEND:

- 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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THIRD FLOOR PLAN

A4

SCALE: 1/16" = 1'-0"
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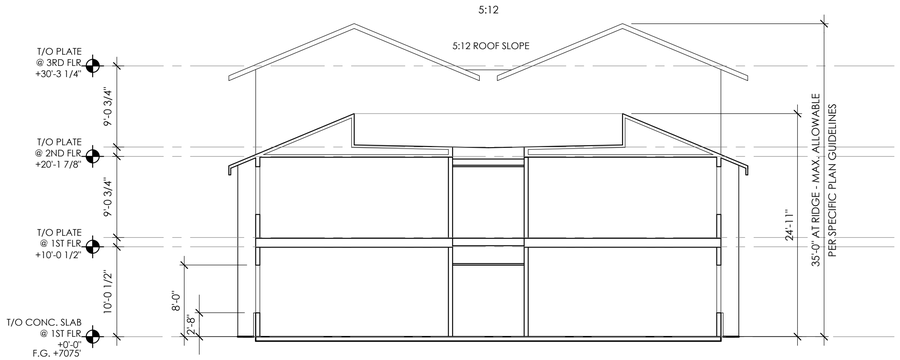
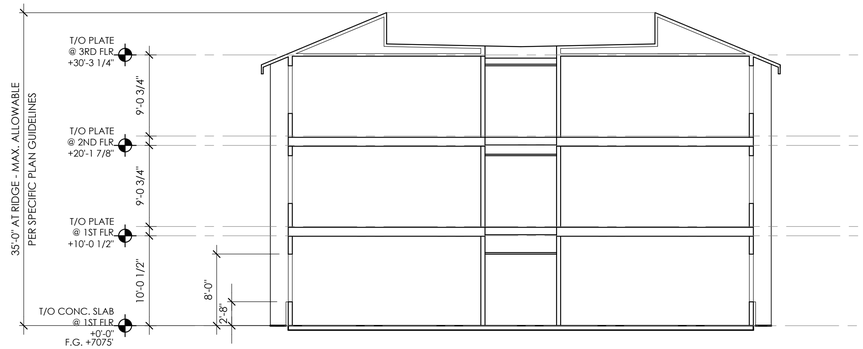


4 BUILDING SECTION 2

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

SCALE: 1/8" = 1'-0"
DATE: FEBRUARY 26, 2019

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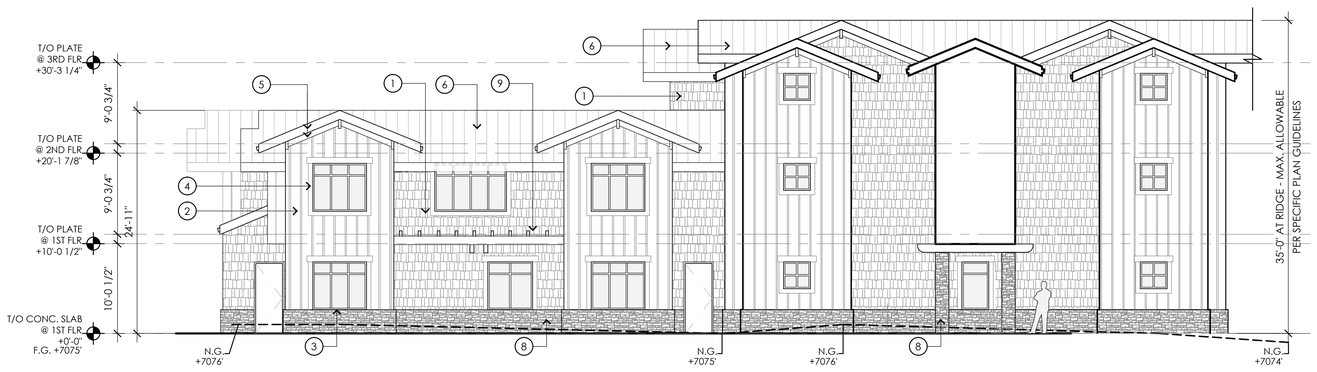
3 EAST ELEVATION

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

SCALE: 1/8" = 1'-0"
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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: RUSSIN 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

SCALE: 1/8" = 1'-0"
DATE: FEBRUARY 26, 2019

TWM NO: 17-108
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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
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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

SCALE: 1/8" = 1'-0"
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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
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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"

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EXTERIOR BUILDING ELEVATIONS

A8

SCALE: 1/8" = 1'-0"
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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
COLOR AND MATERIAL SELECTIONS, SEE A5

1 WEST ELEVATION @ COURTYARD

1/8" = 1'-0"

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COLOR EXTERIOR BUILDING ELEVATIONS

A8c

SCALE: 1/8" = 1'-0"
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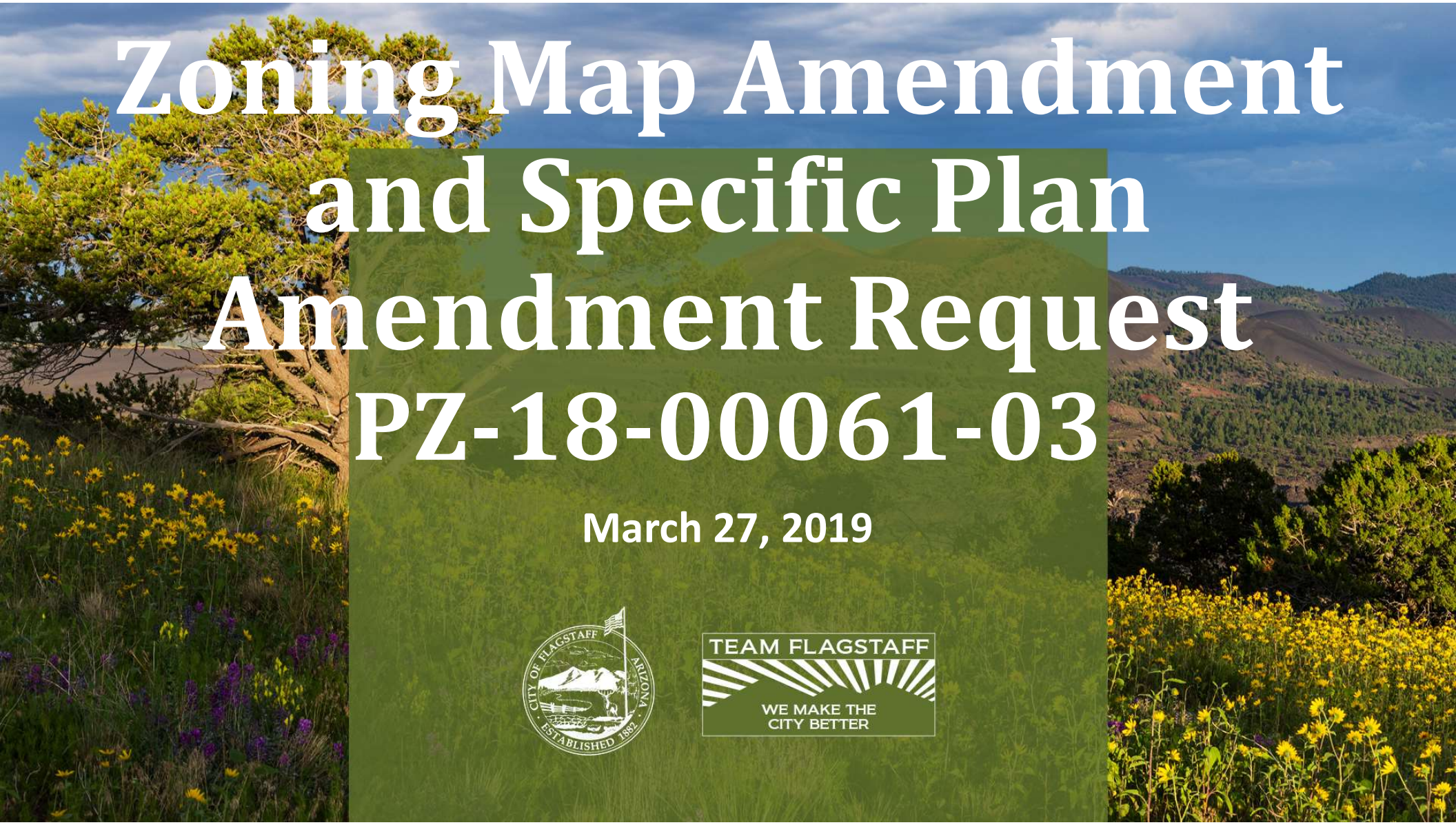


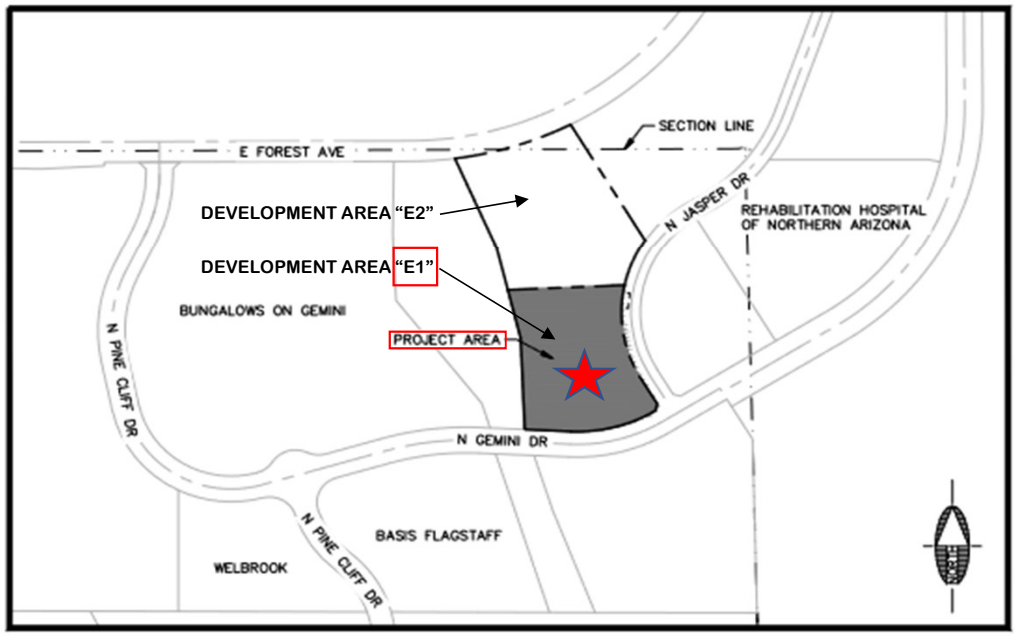
Zoning Map Amendment and Specific Plan Amendment Request PZ-18-00061-03

March 27, 2019

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

VICINITY MAP

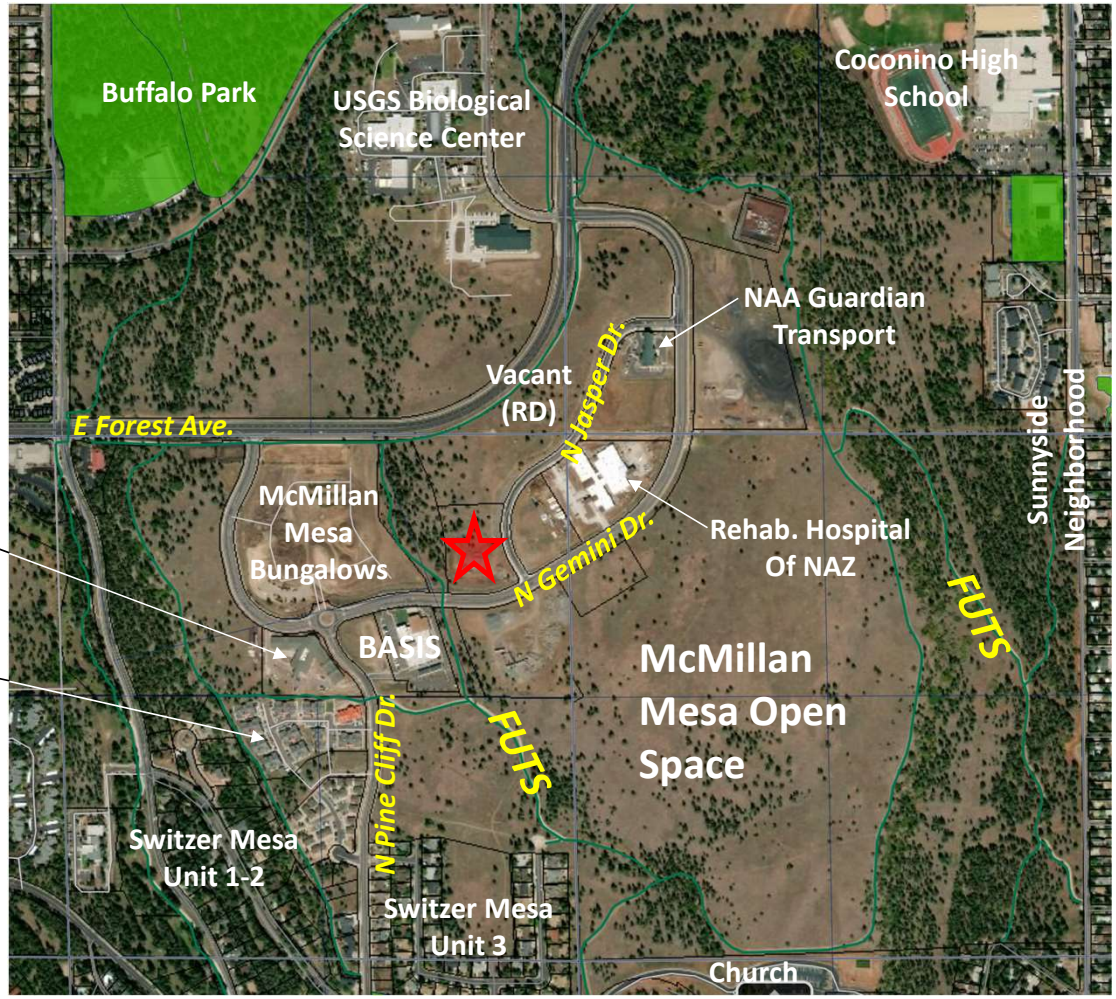
LOCATED IN THE NE ¼ OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE AND MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



Highgate Senior Living Facility

VICINITY MAP
N.T.S.

LOCATION & SURROUNDING USES



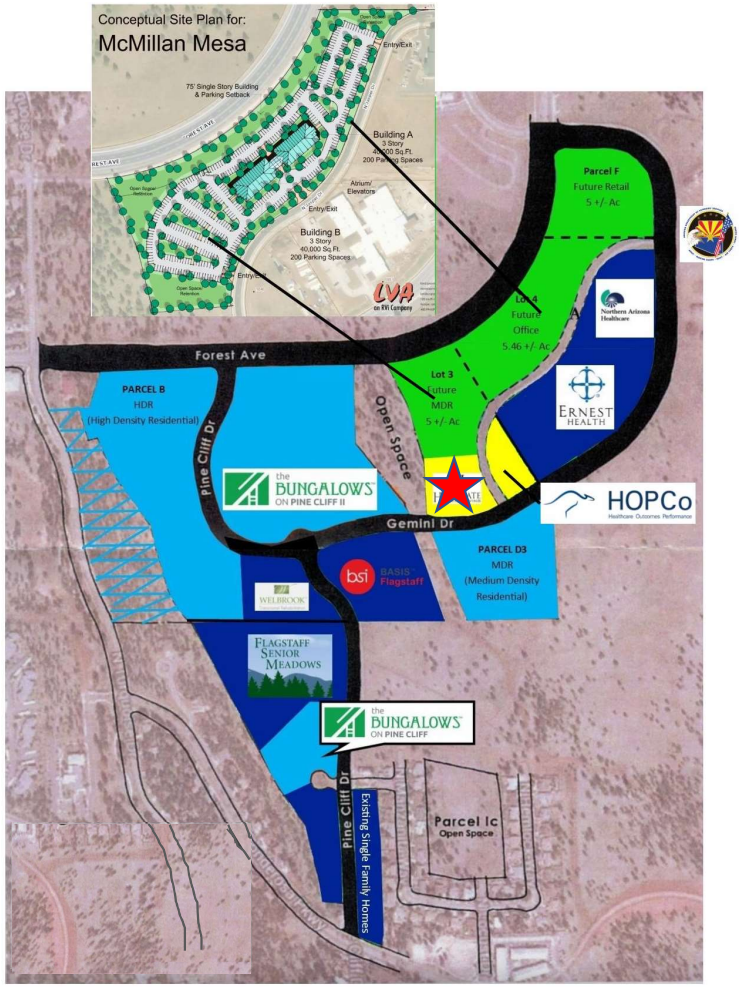
Hospital Hill And Downtown Flagstaff

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?

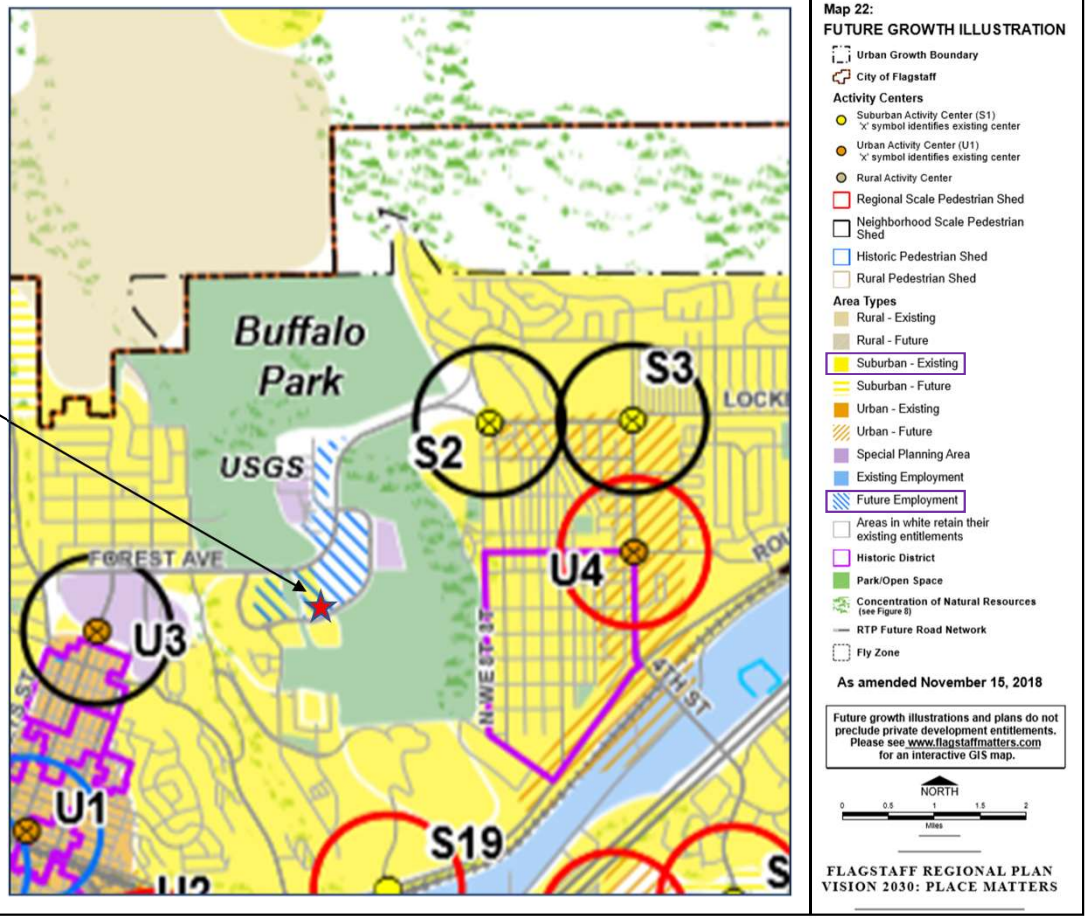
Will this approval support and enhance the Regional Plan

- 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.

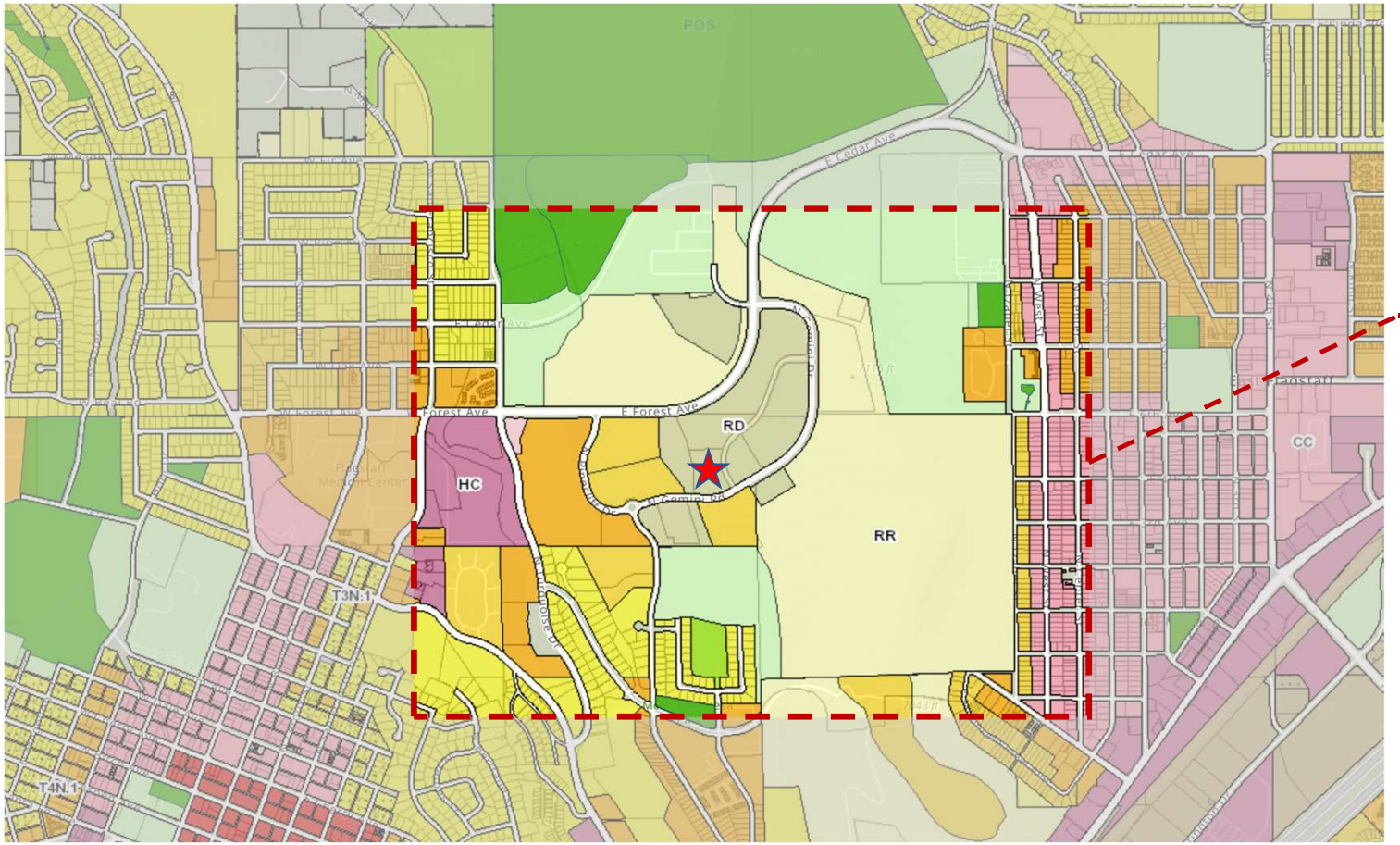
<u>Medium Density Residential (MR):</u>

- 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>

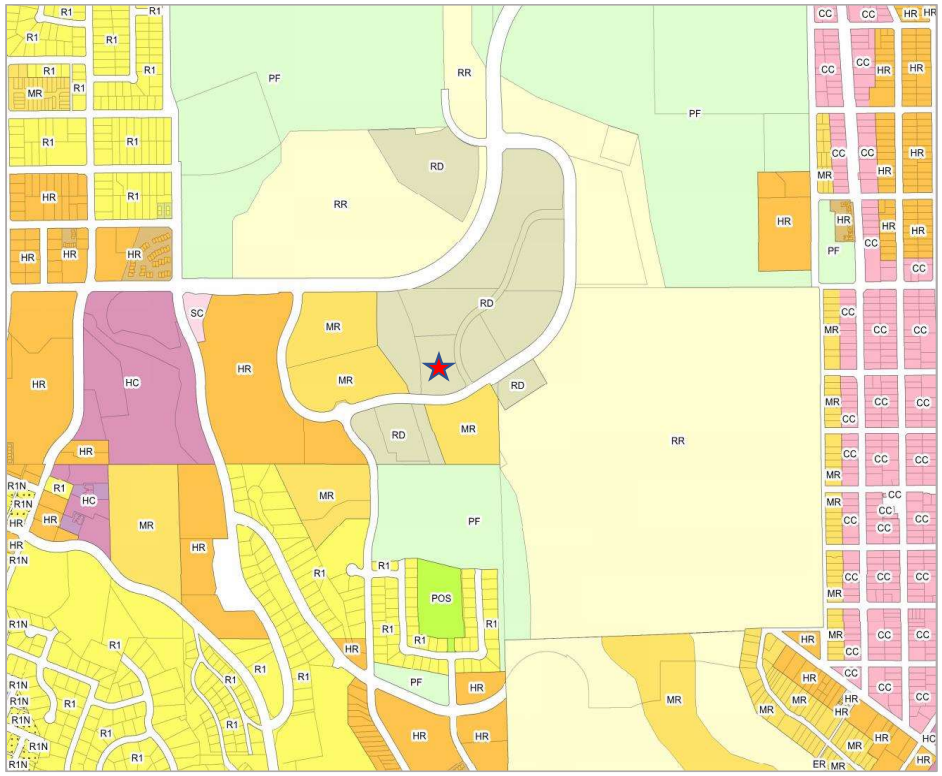
- Permits by right congregate care facilities, meets height limits of the specific plan.
- Seeks community focused commercial development compatible with adjacent non-commercial development.
- Fits goals of an Employment area and Regional Plan vision for suburban areas, conforms to the intentions of Specific Plan community.

ZONING EXHIBIT – Does CC Fit?

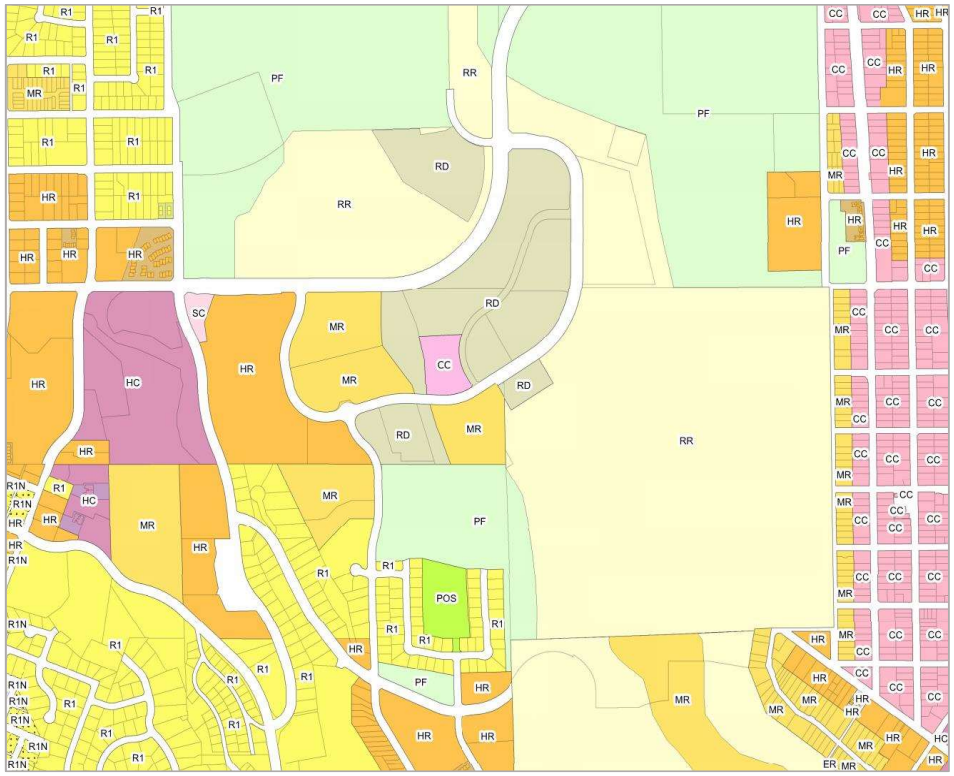


EXISTING AND ADJACENT ZONING

ZONING EXHIBIT



EXISTING ZONING



PROPOSED ZONING

ZONING CODE AND SPECIFIC PLAN STANDARDS - COMPARISON

Zoning Code

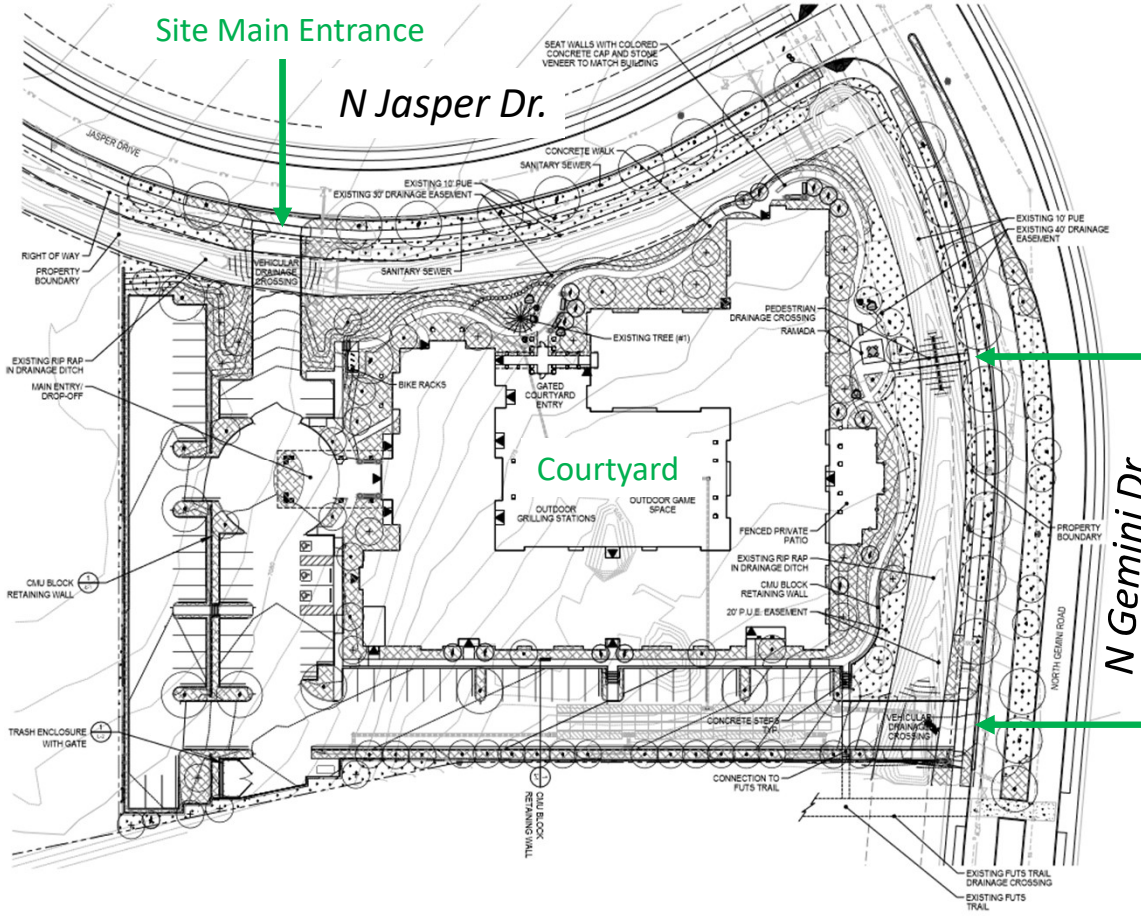
STANDARDS	EXISTING ZONE (RD)	PROPOSED ZONE (CC)	PROPOSED PROJECT
Land Use – Congregate Care		PERMITTED	Congregate Care Use
Maximum Building Height		60’	39’-2”*
Floor Area Ratio (Total Building Square Feet/Site Area)		50% coverage**	0.61 FAR/23% coverage**

*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

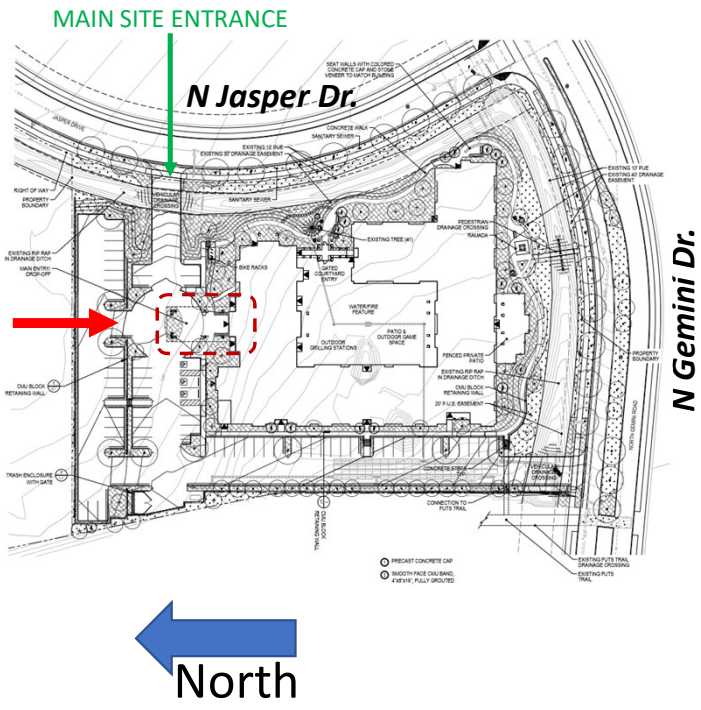
PROPOSED SITE PLAN

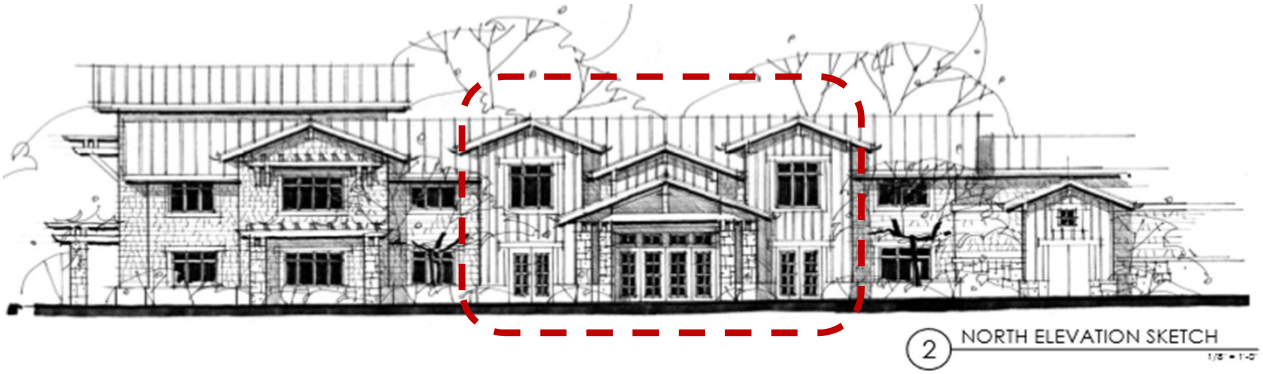


ARCHITECTURAL ELEVATIONS

NORTH BUILDING ELEVATION

CELEBRATE SITE ARRIVAL
Main Entry



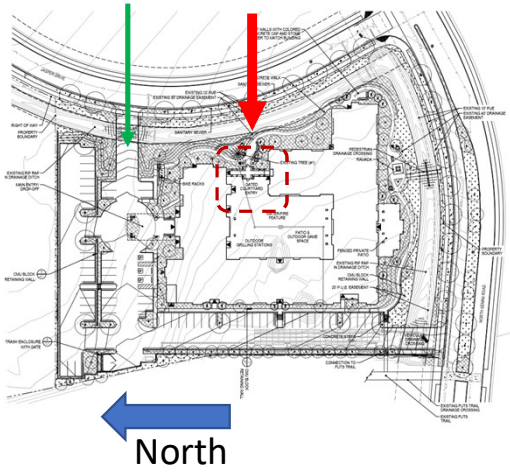


Proposed Materials and Color Scheme

ARCHITECTURAL ELEVATIONS

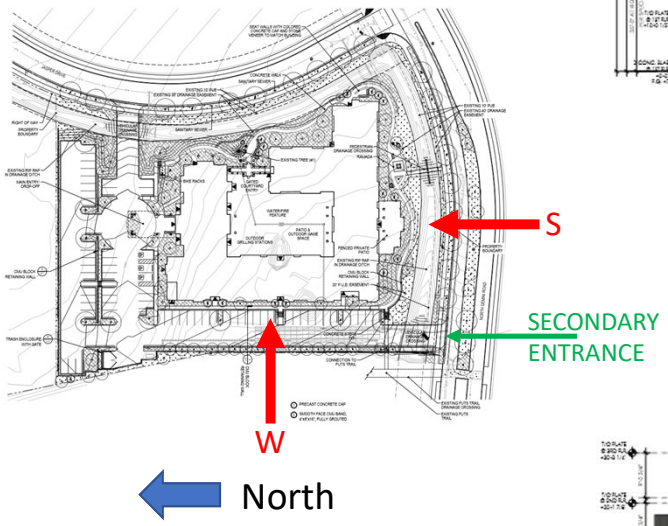
EAST BUILDING ELEVATION

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

1) Setback from the Forest Ave right-of-way shall be a minimum of 75 feet for buildings and parking.

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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

8. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Eli Reisner, Project Manager - ER
Date:	04/29/2019
Meeting Date:	05/07/2019

TITLE:

Consideration and Approval of Engineering Professional Services Contract: Coconino Estates Improvements Phase 1 Project.

STAFF RECOMMENDED ACTION:

1. Approve the Engineering Professional Services Contract to Peak Engineering, Inc. of Flagstaff, Arizona in an amount not to exceed $696,268.00, which includes a $48,577.00 Owner's Contingency (7.5% of the contract amount). The contract period is 925 calendar days; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

- The recommended award of the Engineering Professional Services Contract (the Contract) to Peak Engineering will authorize an agreement for the engineering services to develop and deliver the Design of the Coconino Estates Improvements Phase 1 Project (the Project) in coordination with the selected Construction Manager at Risk (CMAR) Contractor.
- Proposed improvements consist of replacing existing water and sewer mains and services, fire hydrants, street lights, asphalt structural section, and defective select edge improvements (curb & gutter, sidewalk, etc.).
- Peak Engineering was selected through a Qualifications Based selection process.
- The Design of the Project is anticipated to be complete in winter 2019.
- The selected CMAR Contractor's Guaranteed Maximum Price (GMP) for the Project is anticipated to be presented to Council spring 2020.
- Pending approval by Council, construction of the Project is anticipated to begin spring 2020 and completion anticipated fall 2021 (2 construction seasons).
- Please refer to the attached context and vicinity maps.

Financial Impact:

The Contract will be funded by the Road Repair and Street Safety Program under the Coconino Estates FY 2019 appropriations of $1,034,298 for the Coconino Estates Improvements Project Account (046-05-116-3371-6).

Policy Impact:

No impact.

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

Council Goal 2017 – 2019 Transportation and Other Public Infrastructure
Deliver quality community assets and continue to advocate and implement a highly performing a multi-model transportation system.

Regional Plan – Goal T.2.
Improve transportation safety and efficiency for all modes**.**

Team Flagstaff Strategic Plan – Priority #3: Foster a resilient and economically prosperous city
2. Deliver outstanding services through a healthy environment, resources, and infrastructure.

Has There Been Previous Council Decision on This:

Yes, on November 18, 2014, Council adopted the results of the General Election held on November 4, 2014. In the General Election voters approved a dedicated sales tax increase, Proposition 406, which included funding for road repairs and street safety improvements throughout the City of Flagstaff. Also, Council approved and adopted the Road Repair and Street Safety - Utility Replacements and Overlays - Coconino Estates FY 2019 budget.

Options and Alternatives:

1. Approve the Contact as recommended. Approval will allow Peak Engineering to initiate the design of the Coconino Estates Improvements Phase 1 Project; or
2. Reject the award and provide additional direction to staff. This option would delay the start of construction.

Background/History:

A Request for Statement of Qualifications (RSOQ) solicitation for engineering professional services was published in the Arizona Daily Sun on November 11 and November 18, 2018, and was additionally posted to the City of Flagstaff's Bid website on November 6, 2018. On December 6, 2018, the City received six Statements of Qualifications (SOQs) from Engineering Consultant Firms. A six-member Selection Committee of City staff and one outside Contractor reviewed and evaluated the statements. Based upon the numerical scoring of the SOQs, the Selection Committee identified the most qualified Firm to perform the engineering professional services for the Project and recommended to commence negotiations for a scope and fee proposal to be provided by Peak Engineering.

Peak Engineering's SOQ demonstrated a clear recognition of the knowledge and experience to design a complex sequence of improvements within an existing fully developed neighborhood, as well as understanding the schedule requirements for completing the improvements.

Key Considerations:

The Project is in the Coconino Estates neighborhood, on the following streets:

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

Proposed improvements on the streets listed above generally consist of replacing existing water and sewer mains, water and sewer services, fire hydrants, street lights, asphalt structural section, and defective select edge improvements (curb & gutter, sidewalk, etc.) for the entire Project limits previously identified.

Design of the Project will include evaluating the existing right-of-way to accommodate widening or narrowing the existing roadway sections to a typical City standard roadway section on Beal Rd., Navajo Rd., and Navajo Dr. Design will also include evaluating the addition of sidewalk and parkway on one or both sides of the roadway where sidewalk does not currently exist on Beal Rd., Navajo Rd., and Navajo Dr. south of Beal Rd. The inclusion of these potential roadway improvements to the Project will be determined by the outcome of the investigations by Peak Engineering and feedback received at the three Design Phase Public Outreach Meetings.

The Project will be delivered through the Construction Manager At Risk (CMAR) project delivery method, with the associated consideration of award of the CMAR Design Phase Services Contract presented to Council concurrently with this contract. The CMAR project delivery method was selected to accommodate the complex sequencing of construction activities and to expedite the design and construction schedule of the Project. The 925-calendar day duration of the Contract will allow Peak Engineering, as the Engineer of record, to provide construction phase services for the entire construction duration.

Peak Engineering proposes to consult with Northland Exploration Surveys for the Topographic & Right of Way Survey, Speedie and Associates for Geotechnical investigations and recommendations, and JE Fuller for stormdrain analysis and design. Scope and fee proposals provided by Peak Engineering, which includes their proposed sub-consultants scopes and fees, have been negotiated and staff is recommending for Council to approve the award of the Contract. See the attached Scope of Work and Fee Proposal for a breakdown of the proposed services and associated fees.

The Owner's Contingency is established to address certain unforeseen items of work where details cannot be determined at the time of contracting and is included in the contract amount. The Owner's Contingency is used only at the City's discretion. Please see the attached Contract Supplementary Justification Form for an explanation of why the Owner's Contingency is recommended to be approved with this Contract.

On April 16, 2019, changes to the Procurement Code Manual, Article 25, were adopted and approved by the Council. Per the approved changes to the Procurement Code, Change Order Authority was not included for this particular Contract since the Procurement Code Manual no longer allows Administrative Change Orders for CMAR project delivery method contracts.

Expanded Financial Considerations:

The Project is funded by the approved Road Repair and Street Safety – Utility Replacements and Overlays – Coconino Estates FY 2019 budget of $1,034,298, FY 20 budget of $3,901,300, FY 21 budget of $5,028,400, and FY 22 budget of $2,489,200 for the Coconino Estates Improvements Project Account (046-05-116-3371-6) totaling $12,453,198.

The Road Repair and Street Safety funding is generally limited to only improving existing utility and roadway improvements, so an alternative funding source may need to be identified during the Design if improvements that do not currently exist are to be added to the Project. The alternative funding source for including sidewalk where it does not currently exist will most likely be the Transportation Tax, Proposition 419.

Community Benefits and Considerations:

- Replacing and or abandoning aged and undersized existing water and sewer infrastructure, ranging from 35 – 72 years old, to meet current standards.
- Replacing aging and deteriorated asphalt that is no longer maintainable with a chip seal or overlay and improving the streets ride quality and longevity.
- On Beal Rd., Navajo Rd., and Navajo Dr. south of Beal Rd., evaluating existing right-of-way and roadways sections to include new sidewalk improvements that don't currently exist, providing a safe place for pedestrian travel.
- Analyzing drainage issues to be improved to extend the life expectancy of the pavement.
- Reducing required maintenance with the construction of the new infrastructure.
- Coordinating construction on multiple streets to minimize inconveniences to the public and to reduce costs.
- Replacing defective select edge improvements such as existing curb and gutter that impedes stormwater flow and existing sidewalk with tripping hazards.

Community Involvement:

Collaborate:

- Voters approved a dedicated sales tax increase to fund road repairs and street safety improvements throughout the City of Flagstaff in November 2014.
- Since 2015 the Project has been listed as a proposed project in the interactive map on the Road Repair and Street Safety section of the City of Flagstaff's Website.
- Updates to the Road Repair and Street Safety Program, which included the proposed Project, have been presented by the Capital Improvements Engineer at multiple Transportation Commission Meetings, Council Meetings, and Budget Meetings.
- November 2018, scoping documents were distributed to Project Stakeholders: COF Departments, ADOT, FUSD, NAIPTA, APS, Unisource, Suddenlink, and CenturyLink.
- All Project Stakeholders will be invited to attend a Design Project Kickoff Meeting.
- The Project will be included in the February 2020 Cityscape, prior to construction.
- A professional public relations firm, Beta PR, will assist with the public outreach efforts including flier distribution, facilitating Public Outreach Meetings, and providing information for the Project web page.
- Three Design Phase Public Outreach Meetings will be held to collaborate with the Public regarding the proposed Project improvements.
- A Pre-Construction Public Outreach Meeting will be held shortly before construction begins.
- Periodic updates will be provided to the Public during construction.

Expanded Options and Alternatives:

1. Approve the Contact as recommended. Approval will allow Peak Engineering to initiate the design of the Coconino Estates Improvements Phase 1 Project; or
2. Reject the award and provide additional direction to staff. This option would delay the start of construction.

Attachments: Professional Services Agreement
PEAK justification
Scope of Work and Fee Proposal
Context Map – Coconino Estates Improvements Phase 1
Vicinity Map – Coconino Estates Improvements Phase 1

CONTRACT FOR PROFESSIONAL SERVICES
Contract No.: 2019-36

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 Peak Engineering, Inc., an Arizona corporation ("Contractor").

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

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the "parties") agree as follows:

SERVICES

1. Scope of Work: Contractor shall provide the professional services generally described as follows:

COCONINO ESTATES IMPROVEMENTS PROJECT PHASE I
ENGINEERING DESIGN SERVICES

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

2. Schedule of Services: Contractor shall perform all work per the schedule set forth in Exhibit A.

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

4. Key Personnel/Subcontractors: Contractor's Key Personnel, Subcontractors (if any), and contact information are designated in Exhibit A. Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

5. City Representative: The City Representative is Patrick Brown, C.P.M., Senior Procurement Specialist or his/her designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.

6. City Cooperation: City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.

CONTRACT TERM

7. Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed, and shall be in duration of 925 calendar days with a completion on or before _____, 20__ consistent with the Schedule of Services.

8. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto.

PAYMENT

9. Compensation: Contractor shall be paid for satisfactory performance of the work, in accordance with the Compensation Schedule attached hereto as part of Exhibit A.

10. Price Adjustment: If price adjustments are permitted (see Exhibit A), any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds $50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

DATA AND RECORDS

11. City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.

12. Re-Use. City may use City's work product without further compensation to Contractor; provided, however, City's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion of City's work product for the benefit of Contractor or any third parties without City's prior written consent.

13. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City copies all of City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

INSURANCE

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

MISCELLANEOUS

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

To the City:	To Contractor:
Patrick Brown, C.P.M. CPPB	Julie Lead, P.E.
Purchasing Manager	Principal
City of Flagstaff	Peak Engineering, Inc.
211 W. Aspen	110 N. Agassiz Street

Flagstaff, Arizona 86001 pbrown@flagstaffaz.gov	Flagstaff, Arizona 86001 julie@peakegr.com

16. 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.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

PEAK ENGINEERING, INC.

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

EXHIBIT A

SCOPE OF WORK and FEE PROPOSAL

Attached as separate document.

EXHIBIT B

CITY OF FLAGSTAFF
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 attorney's fees, costs, professional fees and expenses.

EXHIBIT C

INSURANCE

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

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

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

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

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

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

   d. Workers' Compensation and Employer's Liability

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

   e. Professional Liability $2,000,000

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

Contractor to secure payment of such self insured retention by a surety bond or irrevocable and unconditional letter of credit.

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

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

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

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

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

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

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

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

   Attention: Patrick Brown, C.P.M.
   Contract No. 2016-14
   Purchasing Section
   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

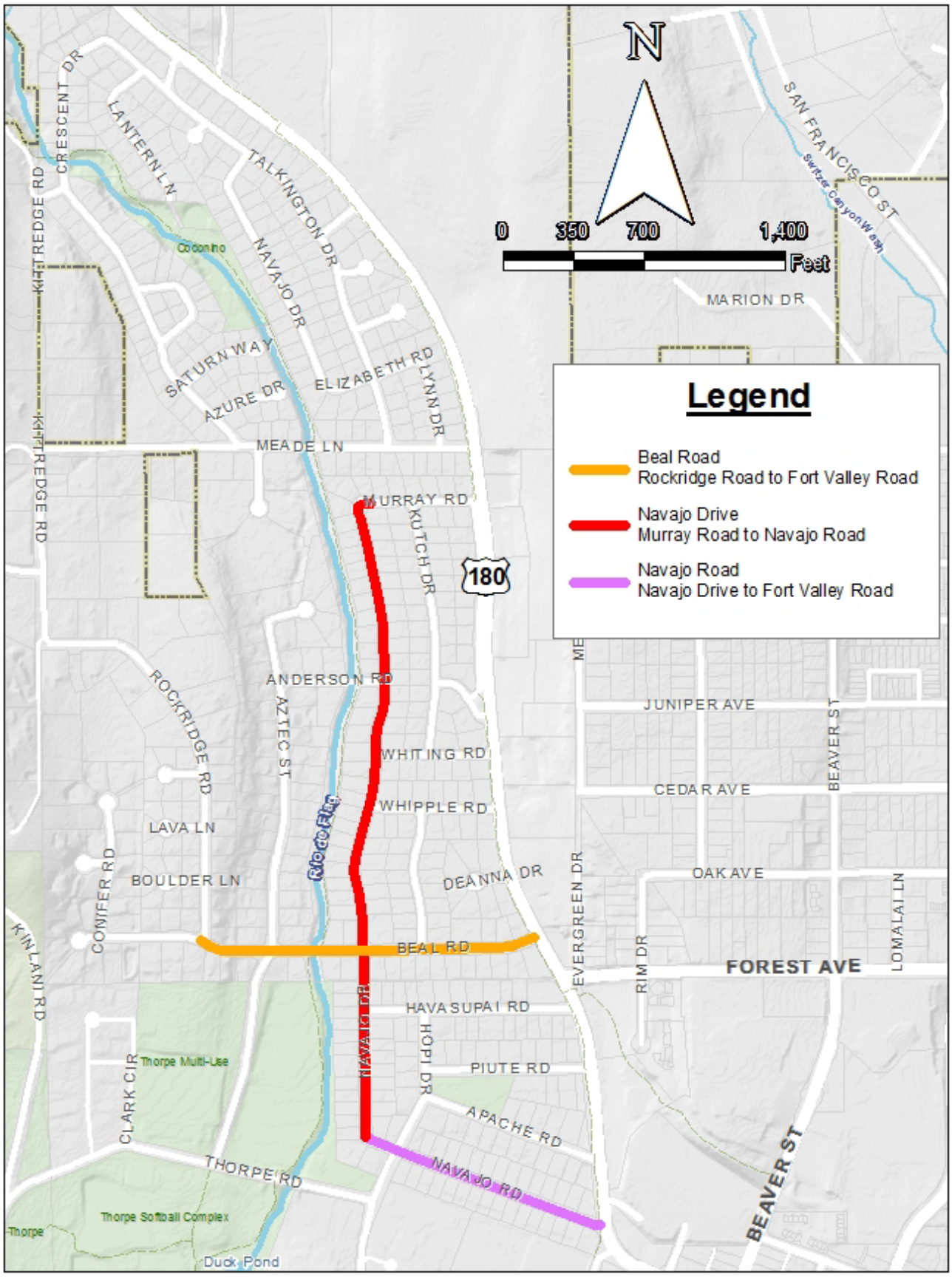
endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract number and project description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor 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.

ATTACHMENT D

Project Limits Map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Feet
Legend
Beal Road
Rockridge Road to Fort Valley Road
Navajo Drive
Murray Road to Navajo Road
Navajo Road
Navajo Drive to Fort Valley Road
KIT REDGE RD
CRESCENT DR
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TALKINGTON DR
NAVAJO DR
SATURN WAY
AZURE DR
ELIZABETH RD
LYNN DR
MEADE LN
MURRAY RD
KUTCH DR
180
ANDERSON RD
ROCKRIDGE RD
AZTEC ST
WHITING RD
WHIPPLE RD
LAVA LN
BOULDER LN
CONIFER RD
KINLANI RD
DEANNA DR
BEAL RD
HAVASUPAI RD
HOPI DR
PIUTE RD
APACHE RD
NAVAJO RD
THORPE RD
CLARK CIR
Thorpe Multi-Use
Thorpe Softball Complex
Thorpe
Duck Pond
Coconino
MARION DR
SAN FRANCISCO ST
JUNIPER AVE
CEDAR AVE
OAK AVE
FOREST AVE
BEAVER ST
EVERGREEN DR
RIM DR
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CITY OF FLAGSTAFF
CONTRACT SUPPLEMENTARY JUSTIFICATION
Design-Build OR CMAR Contracts

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

FILE NO. 03-18005 **Project Manager:** Eli Reisner

CONTRACTOR/CONSULTANT: Peak Engineering

PROJECT DESCRIPTION:
A utility and roadway improvements Project in the Coconino Estates Neighborhood funded by the Road Repair and Street Safety Sales Tax. Proposed improvements generally consist of replacing existing water and sewer mains, water and sewer services, fire hydrants, street lights, asphalt structural section, and select defective edge improvements.

JUSTIFICATION FOR USE AND AMOUNT:
Contractor's Contingency Justification and Amount: NA
Owner's Contingency Justification and Amount:
An Owner's Contingency in the amount of $48,577.00 was recognized to be necessary to compensate Peak Engineering for additional design services required to address the following potential unforeseen items of work where details could not be determined at the time of contracting:

- Agency and Stakeholder coordination meetings to determine a solution to unforeseen items.
- Non-compliant water and sewer service locations starting outside the Project limits and ending within the Project limits, identified during public outreach.
- Temporary NAIPTA bus stop infrastructure required along construction detour routes.
- Investigation and analysis identify a need for new underground storm drain system that does not currently exist.
- Design topographic and right-of-way survey if Project scope were to increase.
- Increase in the Project scope due to additional funding becoming available or oversight during Project scoping.
- This is a large-scale project, which will therefore increase the number of unforeseen items just due to its size.

The $48,577.00 Owner's Contingency is 7.5% of the $647,691.00 fee proposed by Peak Engineering to complete the engineering services for the Project, which combined equals $696,268.00 for the Contract Amount. This amount is within the limits of allowed contract allowance for Design Contracts utilizing traditional project delivery methods per the Procurement Code revisions approved by Council on April 16, 2019.

COST/BUDGET/FUNDING SOURCE ANALYSIS:

Contractor's Contingency: NA
Owner's Contingency:
The Owner's Contingency is recommended to be included in the Contract Amount and can be funded by the Road Repair and Street Safety Program under the Coconino Estates FY 2019 appropriations of $1,034,298 for the Coconino Estates Improvements Project Account (046-05-116-3371-6).

APPROVAL:	**Signature**		**Date:**
Project Manager		**Approval Recommended**	4/23/2019
Program Manager		**Approval Recommended**	4/23/2019
Section Head	Richard A. Barnett	**Approval Recommended**	4/23/19
Division Head		**Approval Recommended**	4/23/19

Definitions

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

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

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

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

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

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

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

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

CITY OF FLAGSTAFF
COCONINO ESTATES IMPROVEMENTS, PHASE 1
SCOPE OF SERVICES

Draft 1 - March 5, 2019
Draft 2 – March 19, 2019
FINAL - March 27, 2019
Rev. 1 - April 11, 2019

Peak Project No: 19COF01
City of Flagstaff Project No.: 03-18005

Project Description

The Project is located on three streets in the Coconino Estates neighborhood of west Flagstaff. These three streets are bundled into one construction project and will be delivered through the CMAR project delivery process. The three streets and the limits of proposed improvements are listed below:

W. Beal Road – N. Rockridge Road to N. Fort Valley Road
N. Navajo Drive – W. Murray Road to W. Navajo Road, and a section of W. Whipple Road from N. Navajo Drive to N. McMillan Road
W. Navajo Road – N. Navajo Drive to N. Fort Valley Road

Proposed improvements on the streets listed above generally consist of replacing existing water and sewer mains, water and sewer services, asphalt structural section, and select edge improvements (curb & gutter, sidewalk, etc.) for the entire project limits identified above. The approximate combined work is as follows:

Sanitary Sewer Improvements:

Replace 5,000 LF of existing sewer main
Replace 20 existing sewer manholes
Replace 130 existing sewer services from the new main to the right-of-way.

Water Improvements:

Replace 6,200 LF of existing water main
Replace 130 existing water services from the new main to the existing meter
Replace 30 existing water valves
Replace 10 existing fire hydrant assemblies
Replace 260 LF of 2” Water Main on Whipple Road
Replace water service to FHS

Utility Improvements

Replace street lights and install conduit for underground electrical service to street lights

Street Improvements:

Replace 24,000 SY of existing asphalt structural section
Replace affected signage, striping, and roadway markings

Edge Improvements:

Replace 12,200 LF of select existing curb/gutter
Replace 500 SF of select existing sidewalk

Replace 500 SF of select existing sidewalk ramps
Replace 1,600 SF of select existing valley gutters
Replace 1,000 SF of select existing driveways

Storm Water Improvements:

Address runoff conveyance issues within the project limits

All quantities listed are approximate. Attached is Exhibit A *Scoping Document* prepared by the City of Flagstaff which informed the details of the extent of the scope of work.

Project Team

City of Flagstaff Capital Improvements (Client)

Eli Reisner, P.E., Project Manager
Bret Petersen, P.E., Capital Improvements Engineer

Design Team

Peak Engineering (Prime)

Julie Leid, P.E., Principal, Project Manager & Primary Point of Contact
Tom Smith, P.E., Principal, Project Coordinator

JE Fuller (Subconsultant: Drainage)
Northland Exploration Surveys (Subconsultant: Topographic & Right of Way Surveying)
Speedie & Associates (Subconsultant: Geotechnical Investigation)

Construction Manager

Eagle Mountain Construction (EMC). EMC will provide pre-construction services under a separate contract with the City of Flagstaff. EMC's scope of services includes Cardno, subconsultant, for design phase utility research and locating. EMC's scope of services includes BetaPR, subconsultant, for public involvement.

Franchise Utilities

Arizona Public Service (APS). APS will provide design services under a separate contract with the City of Flagstaff.

TASKS AND DELIVERABLES

Task A: Overall Project

Task A-1: Survey & Mapping

Peak Engineering will contract with Northland Exploration for Land Surveying services. Their scope of services is attached as Exhibit B. Note that Topographic, Right of Way mapping and Ownership/Annotation is to be performed under a pre-engineering authorization, separate contract, and is not included in this scope of services. However, the topographic survey will be finalized and Northland will issue sealed documents for inclusion in the plans as reference. The option for preparation of exhibits for Temporary Construction Easements is not included in this scope. These items are noted on Exhibit B.

Surveying services included in this scope are:

- Miscellaneous survey. This is for additional data that may be needed as the design develops.
- Flagstaff High School (FHS) survey. This is for survey, mapping and preparation of a legal description and exhibit for a utility easement on the south side of FHS where there was once a water meter and vault. The meter and vault may need to be reinstalled and/or relocated depending on the outcome of the replacement of the FHS water service feed on the north side of the property.
- Survey of the existing FHS waterline area on the north side of the FHS campus from the connection on Navajo Road to an approximate 50' area immediately inside the FHS fence.

Deliverable: Topographic survey (digital and sealed PDF format) and corresponding update to the AutoCAD basemap (internal), legal description and exhibit for the FHS water service.

Task A-2: Geotechnical Investigation & Utility Coordination

Peak Engineering will contract with Speedie & Associates for geotechnical engineering. Their scope of services is presented in Exhibit D. Note that Speedie & Associates conducted pavement cores and borings for the Mountain View Utilities Upgrade in 2015. Their new scope of services will incorporate results from the previous investigation.

Peak Engineering will coordinate with EMC's utility locating company, Cardno, for utility records research, utility investigation and potholing. For the utility records research and utility investigation, Peak Engineering will furnish an AutoCAD basemap of the project area to EMC for distribution. The basemap will include survey control, surface linework (curb, gutter, centerline, pavement limits, etc.) and utility surface appurtenances. Surface appurtenances include water valve lids, water meters, sewer MH lids, sewer cleanouts, catch basin grates and stormdrain MHs and poles. The basemap will include APNs, names and address for each parcel in the project limits. Peak Engineering will also furnish the City's water meter logs and other available utility information previously collected for the project area. For the potholing, Peak Engineering will provide ASCII points and exhibit to show proposed pothole locations. Cardno's utility records research and locating is to be done before or during preparation of 30% design. Potholing is to be conducted after 30% design when new water and sewer alignments are determined and with the completed basemap.

It is expected that Cardno will investigate pipe depth, alignment, material and sizing for underground utilities and return sealed plan(s) and an AutoCAD file with this data and linework on the City's coordinate system and datum. In addition, we assume that Cardno will provide copies of the utility record documents for the project file. The AutoCAD file will also include location and size of water and sewer services from the main to the customer's side. For the potholing, it is expected that Cardno will return a sealed exhibit showing pipe depth, size, location and material for each pothole location that Peak Engineering can incorporate into the basemap and design file.

Deliverable: Report on Geotechnical Investigation, Project Basemap to Cardno, Pothole Location Exhibit & ASCII Points

Task A-3: 30% Design Documents

Peak Engineering will evaluate the existing right of way width and prepare preliminary linework for curb, gutter, sidewalk and parkway for review and discussion with the City's PM and staff. The purpose is to identify impacts for edge improvements alternatives. We will review impacts of typical roadway sections on a block-by-block basis because we assume that there may be a few options for sidewalk and parkway dimensions along each block. Peak Engineering will prepare sketches as needed to evaluate the possible edge improvements. We anticipate multiple meetings with project team to review impacts. Meetings are listed and quantified at the end of this task. We assume that the result of this effort is direction from the City on the preferred edge improvements that will be shown in the 30% plans.

Peak Engineering will prepare 30% design plans showing centerline stationing and proposed improvements for Navajo Road, Navajo Drive, Whipple Road between Navajo Drive and McMillan Road, and Beal Road from Highway 180 to Rockridge Road. The 30% design plans will present proposed phasing assuming 2-phase design and construction. The intent is to accelerate design of a portion of the project to allow for construction of the South Phase to commence in Spring 2020. The phasing is described as "South Phase" and "North Phase" with the limits of each phase to be determined during this task.

The 30% plans will present cross street match limits, water and sewer main alignments (horizontal only), FHS's water service, stormdrain replacements and new inlets, curbing, sidewalk, and street lighting and conduit locations. At this stage of design, the existing residential water and sewer service locations will be shown in the plans but the new locations will not.

Peak Engineering will prepare a Design Concept Report (DCR). The DCR will capture details that the plans do not, such as a discussion of edge improvements, proposed variances to the City's engineering standards and assumptions. We will include a discussion of stakeholder coordination and initial public involvement (Task A-4), if completed during this task. We anticipate one revision to the DCR after city review.

JE Fuller will perform a preliminary drainage analysis to determine the existing roadway capacity and proposed capacity with vertical curb instead of rolled curb and for the typical section geometry. Please refer to JE Fuller's detailed scope of services in Exhibit C. The DCR will include a discussion of the preliminary drainage analysis prepared by JE Fuller; detailed results will be presented in an appendix.

Peak Engineering will prepare overall quantities in excel format to support EMC's cost model. Peak Engineering will prepare an Engineer's Opinion of Probable Construction Cost (EOPCC).

Peak Engineering will organize, participate and prepare agendas and notes for meetings during this task. We anticipate the following meetings:

- Project Kickoff with City & EMC (1)
- Utility Coordination with City, EMC & Cardno (1)
- Design Coordination with City & EMC (5)
- Design Comment Resolution and Cost Model Review with City & EMC (1)

Deliverable: Preliminary Linework for Edge Improvement Alternatives (internal), 30% Plans, Design Concept Report (Draft and Final), Drainage Analysis, Overall Project Quantities (spreadsheet), EOPCC, Meetings & Notes (8)

Task A-4: Stakeholder & Public Involvement

Peak Engineering will organize and document meetings with the following stakeholders. Stakeholder coordination will occur during different design tasks as appropriate.

- City of Flagstaff Water Services (1), Stormwater (2) and Traffic (1) Departments. We anticipate one meeting with Water Services to confirm proposed water and sewer replacements and service connections, two meetings with Stormwater to discuss drainage impacts and one meeting with Traffic to discuss typical section geometry.
- Mountain Line, NAIPTA (1). We anticipate one meeting with NAIPTA staff to discuss impacts to Route 5 (Orange) on Navajo Road during construction. We will work with NAIPTA to identify an alternate route.
- ADOT Coordination (2). We anticipate one meeting to discuss proposed improvements at the Highway 180 intersection with Beal Road and Navajo Road and one meeting for comment resolution for permitting.

- Arizona Public Service Coodination (2). We anticipate two meetings to discuss the alignment and location of conduit and positioning of street lights and electrical infrastructure. The meetings will likely occur at preliminary and final design. It is assumed that the City of Flagstaff will complete the application for the APS design and provide any associated fees.
- Flagstaff Unified School District (3). We anticipate one meeting to discuss safety and access for FHS and Marshall Elementary students and two meetings to discuss the District's primary water service location.
- Flagstaff Junior Academy (1). We anticipate one meeting to discuss safety and access for FJA students.
- Community Public Meetings (3). We anticipate one meeting during or soon after 30% design, one meeting during design development or near design completion of the South Phase and one meeting during design development or near design completion of the North Phase. For each meeting, Peak Engineering will prepare large format exhibit boards depicting the proposed improvements and provide a written summary of conversations/discussions from the meeting. Key design team members will attend the public meetings. We assume that BetaPR, EMC's subconsultant, will provide the public relations documents such as postcard notifications, comment cards and sign-in sheets and will compile comments.

Allowance Item(s)

- Additional Public Involvement. We have included an allowance for public involvement that may include door-to-door visits with residents, additional meetings and Council presentation. This task would be authorized at the discretion of the City's PM.

Deliverable: Stakeholder Meetings and Notes as Listed, Exhibits for and Attendance at 3 Public Meetings

TASK B: South Phase

Task B-1: 60% Design Documents

The limits of the South Phase will be determined during Task A-3, 30% Design, but is anticipated to include Navajo Road and Navajo Drive south of Beal Road. Design of Beal Road and the Beal/Navajo intersection is included in this phase but may be shifted to the North Phase depending on coordination with the USACE, results of the preliminary drainage analysis or EMC/COF's construction sequencing preferences.

Peak Engineering will prepare 60% design plans. The plans will include call-out text and construction notes but will not be keynoted or fully detailed. For 60% design, we will show horizontal and vertical alignments for the street centerline and water sewer and street utilities. We anticipate the following design sheets and index:

- Cover
- General Notes & Index
- Construction Control (future submittal)
- Details
- Topographic & Right of Way Survey (existing conditions sheets)
- Stormdrain Design from JE Fuller
- Water & Sewer Sheets (standalone for future ADEQ submittal, ~9 design sheets each water and sewer). The sheets will include the following elements:
    - Cover & General Notes
    - Details

  - Utility Index
  - Waterline Plan and Profile
  - Sewerline Plan and Profile
  - Valve & Hydrant Locations
  - Manhole Locations
  - Service Locations
- Street Improvements (~9 design sheets). The sheets will include the following elements:
  - Plan and Centerline Profile
  - Design Grades at Back of Curb
  - Driveway Slope Labels
  - Street Lighting
  - Striping & Signage Replacements
  - Street Lighting and Conduit Locations (per APS's layout)
  - Construction/Grading Limits
  - SWPPP (future submittal)

JE Fuller will prepare a preliminary drainage report per the scope of services in Exhibit C.

Peak Engineering will prepare an engineer's opinion of probable construction cost (EOPCC) based on estimated quantities. We will furnish estimated quantities in an excel spreadsheet for the team's use. We will review EMC's updated cost model.

Peak Engineering will submit plans to and request utility response letters from APS, Century Link, SuddenLink and UniSource.

Peak Engineering will submit plans to ADOT for review.

Peak Engineering will organize, participate and prepare notes for meetings during this task. We anticipate the following meetings:

- Design Coordination with City & EMC (6)
- Design Comment Resolution and Cost Model Review with City & EMC (1).

Deliverable: 60% Design Plans, Overall Project Quantities (spreadsheet), EOPCC (PDF & Spreadsheet), Cost Model Review, Meeting & Notes (7), Franchise Utility Letters, Preliminary Drainage Report

Task B-2: Final 1 Plans

Peak Engineering will prepare Final 1 Plans. Refer to Task B-1 for anticipated plan sheets and index. The sheets listed as future submittals will be developed and included in this task. The Final 1 Plans will be fully developed and detailed for submittal to the City of Flagstaff and ADEQ. The plan view will show finished grade contours, keynotes, and detailed grading at ramps, valley gutters, etc. Triple profiles will show curb grades and driveway locations. We will include cross section sheets showing the relationship between existing and proposed grades at regular intervals along the roadway. The street improvement plans will be construction ready but will marked "Preliminary, Not for Construction" for City review.

The water and sewer plans will be fully developed and the profiles will show utility crossings and water and sewer services. The water and sewer plans will be sealed for submittal to ADEQ.

Peak Engineering will prepare an Engineer's Design Report per the requirements of ADEQ. Peak Engineering will prepare the ADEQ application for the City's signature. We assume that the City will provide capacity assurance and prepare a check for the submittal fee. Peak Engineering will make the ADEQ submittal.

Peak Engineering will submit plans to ADOT for review.

JE Fuller will prepare a final drainage report and Final 1 drainage improvement plans per their scope of services in Exhibit C.

Peak Engineering will prepare draft special provisions. The special provisions will reference the City of Flagstaff Engineering Standards & Specifications and MAG Specifications. We assume that the City will prepare the general conditions. We will include instructions in the special provisions for abandonment of the well in Beal Road, if applicable.

Peak Engineering will update the EOPCC, provide an updated Overall Project Quantities (spreadsheet) and will review EMC's Guaranteed Maximum Price (GMP) documents.

Peak Engineering will organize, participate and prepare notes for meetings during this task. We anticipate the following meetings:

- Design Coordination with City & EMC (6)
- Design Comment Resolution and Cost Model/GMP review with City & EMC (1).

Deliverable: Final 1 Plans, Engineer's Design Report, ADEQ Submittal, Final Drainage Report, Draft Special Provisions, Overall Project Quantities (spreadsheet), EOPCC, Cost Model/GMP Review, Meeting & Notes (7)

Task B-3: Final 2 Plans

Peak Engineering will address comments and edits in Final 2 Plans for Civil Improvement Plan approval and signatures. If required, Peak Engineering will address comments and resubmit to ADEQ. If required, JE Fuller will prepare an addendum to the drainage report.

If required, Peak Engineering will revise the EOPCC and update the Overall Project Quantities (spreadsheet). We will review EMC's Guaranteed Maximum Price (GMP) document.

Peak Engineering will finalize the Special Provisions.

Peak Engineering will prepare Final 2 plans with 2 mylar cover sheets for City signature. The City's PM will coordinate signatures and Peak will prepare an electronic version (PDF) of the approved plans.

Peak Engineering will prepare the plans for the encroachment permit and the COF and EMC will make the submittal to ADOT. Note that EMC will be required to furnish information for the encroachment permit.

Peak Engineering will provide an addendum to Final 2 Plans, if required, for permitting.

Peak Engineering will organize, participate and prepare notes for meetings during this task. We anticipate the following meetings:

- Design Coordination with City & EMC (2)

Deliverable: Final 2 Plans (2 mylar covers & PDF version), Special Provisions, Drainage Report Addendum (JE Fuller), Overall Project Quantities (spreadsheet), Meeting & Notes (2), Review of GMP Revisions if Required.

Optional Item(s)

Peak Engineering will prepare a design for FHS's south side water service connection. Design includes connection to the main and extension of the service to the water meter vault and Reduced Pressure Assembly (RPA). Design does not include customer side improvements.

Task B-4: Beal & Rio de Flag Utilities at Bridge (Optional)

Peak Engineering will design water and sewer main replacements at the Beal Road bridge at the Rio de Flag. The design will be incorporated into Tasks B-1 through B-3, above. This is presented as optional because it is not yet determined if this scope will fall under this project or the USACE's Rio de Flag project. This task includes coordination with EMC for design for a waterline boring and with Speedie & Associates for additional soil borings.

This task includes up to 4 meetings regarding the Army Corps of Engineers jurisdictional waters and proposed improvements at Beal and the Rio de Flag crossing. We anticipate three meetings related to the improvements at the crossing. These meetings may be conducted with City staff, the USACE and/or the USACE's design engineer.

This task includes scour calculations by JE Fuller for protection of the water and sewer mains in the Rio de Flag. It is assumed that the improvements would comply with the USACE Nationwide Permit (<0.10 acre disturbance in navigable waterway) and no additional permitting would be required.

TASK C: North Phase

The limits of the North Phase will be determined during Task A-3, 30% Design, but is anticipated to include Navajo Drive north of Beal Road. Design of Beal Road and the Beal/Navajo intersection may be included in this phase but is budgeted for in Task B, South Phase.

Task C-1: 60% Design Documents

Refer to Task B-1 for a detailed description of tasks, modified for 5 design sheets for each water, sewer and roadway improvements and excepting submittal to ADOT.

Task C-2: Final 1 Plans

Refer to Task B-2 for a detailed description of tasks excepting submittal to ADOT. Note that the GMP may not be developed until Final 2 Plans for the North Phase. Whether it is GMP review or cost model review, it is the same level of effort.

Task C-3: Final 2 Plans

Refer to Task B-3 for a detailed description of tasks excepting submittal to ADOT. Note that the GMP may not be developed until Final 2 Plans for the North Phase. Whether it is GMP review or cost model review, it is the same level of effort.

TASK D: Construction Phase Services (Allowance)

Task D-1: Season 1 South Phase

Construction phase services may include participation in the City pre-construction meeting, on-site representation to address unforeseen conditions and preparation of field orders (exhibits) as needed. To establish a budget for this Task, we anticipated 32-week construction duration. We anticipate two hours/week of a Project Engineer, two hours/week of designer and two hours/month of Project Manager time. We assume that EMC will organize and prepare meeting notes.

Task D-2: Season 2 North Phase

Refer to Task D-1 for a detailed description of estimated tasks.

Fee Summary

We propose to bill lump sum percent complete per task unless otherwise noted as an allowance or optional service. Allowances would be invoiced as time and materials and optional services would be invoiced as lump sum for the task. Allowances and optional services are to be as authorized by the City's PM. Please refer to the attached cost detail summary for hour totals. We propose a contract time period of 925 calendar days.

Invoicing format shall be as follows:

Description	Total
Task A: Overall Project	
Task A-1: Survey & Mapping	$1,585
Northland Exploration	$7,216
FHS Survey & Legal Descriptions/Exhibit (Optional)	$2,618
Task A-2: Geotechnical Investigation & Utility Coordination	$4,170
Geotechnical Investigation, Speedie	$11,220
Geotechnical Borings (Allowance)	$9,240
Task A-3: 30% Design Documents	$67,575
JE Fuller	$52,349
Task A-4: Stakeholder & Public Involvement	$19,705
JE Fuller	$1,584
Additional Public Involvement (Allowance)	$9,000
Subtotal	**$186,262**
TASK B: South Phase	
Task B-1: 60% Design Documents	$67,120
JE Fuller	$18,188.50
Task B-2: Final 1 Plans	$90,685
JE Fuller	$16,681.5
Task B-3: Final 2 Plans	$17,950
JE Fuller	$6,517.50
FHS South Water Service Design (Optional)	$2,470
Task B-4: Beal & Rio de Flag Utilities at Bridge (Optional)	$10,260
JE Fuller	$5,324
Subtotal	**$235,196.50**

TASK C: North Phase	
Task C-1: 60% Design Documents	$54,935
JE Fuller	$18,188.50
Task C-2: Final 1 Plans	$69,335
JE Fuller	$16,681.50
Task C-3: Final 2 Plans	$13,750
JE Fuller	$6,517.50
Subtotal	**$179,407.50**
TOTAL DESIGN FEE	**$600,866**
TASK D: Construction Phase Services	
Task D-1: Season 1 South Phase (Allowance)	$19,200
JE Fuller	$2,200
Task D-2: Season 2 North Phase (Allowance)	$19,200
JE Fuller	$2,200
Subtotal	**$42,800**
Reimbursable Project Expenses (Allowance)	$4,025
TOTAL PROJECT	**$647,691**

Assumptions & Exclusions

The City has performed a hydraulic model of the water and sewer system and the mainline pipe sizing provided by the City meets domestic and fire demands. Water modeling is not required for the new connection for FUSD.

Design of the replacement of the existing FHS's water service is included in the design.

Design of a new stormdrain system is not included. Stormdrain design is limited to replacement of existing infrastructure and new lateral connections, if needed, at intersections that already have stormdrain.

Peak will not prepare a roadway asset inventory, photo-documentation of street or driveway conditions, or prepare a video of the existing conditions.

If Beal bridge utilities are included, the City will furnish the Beal Bridge design in PDF & CAD.

Electrical engineering for street lighting is not included. APS will provide conduit sizing and infrastructure requirements for the underground street light services. Peak Engineering will specify alignment of conduit and location of boxes on the plans.

Meeting with Franchise Utilities, with the exception of 2 meetings with APS, is not included.

Preparation of legal and parcel descriptions or easements is limited to one description and exhibit for FUSD's water service at FHS. The City will prepare the boiler plate language for the easement and will be responsible for recording easement with the County Recorder.

No traffic study or traffic impact analysis is required and is therefore not included.

Preparation of Traffic Control Plans is not included.

Construction inspection and construction observations are not included.

As-built plans and/or Record Drawings, as defined in the City Engineering Standards, are not included.

404 permitting in the Rio de Flag is not included.

Public input gathering such as surveys, e-mails, etc is not included with the exception of notes from the public meetings.

The City and EMC will complete the ADOT encroachment permit.

The City will prepare the design application and contract with APS.

Design Schedule

Please refer to the attached design schedule.

Attachments

Cost Detail Spreadsheet Summary
Design Phase Schedule

Exhibit A: City of Flagstaff Scoping Document, dated 2/13/2019
Exhibit B: Northland Exploration Scope of Services
Exhibit C: JE Fuller Scope of Services
Exhibit D: Speedie & Associates Scope of Services

- End -

Client Name: City of Flagstaff

Project Name: Coconino Estates Improvements Phase 1

Project Number: 19COF01 (City Project No: 03-18005)

Client Information

Name: Capital Improvements Dept (PM: Eli Reisner)

Address: 211 W Aspen Avenue

Flagstaff, AZ 86001

Project Budget Summary

Task	Task Description	Principal Engineer		Project Manager		Project Engineer		Designer		Engineering Intern		Technical Drafter		Clerical		Total Hours	Labor Cost per Task
	Hourly Rate:	$175		$160		$145		$120		$75		$90		$70			
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars		
1	Task A-1: Survey & Mapping	1.00	$ 175	1.00	$ 160	2.00	$ 290	8.00	$ 960	-	$ -	-	$ -	-	$ -	12.00	$ 1,585
2	Task A-2: Geotechnical Investigation & Utility Coord	-	$ -	5.00	$ 800	10.00	$ 1,450	16.00	$ 1,920	-	$ -	-	$ -	-	$ -	31.00	$ 4,170
3	Task A-3: 30% Design Documents	-	$ -	71.00	$ 11,360	175.00	$ 25,375	257.00	$ 30,840	-	$ -	-	$ -	-	$ -	503.00	$ 67,575
4	Task A-4: Stakeholder & Public Involvement	9.00	$ 1,575	53.00	$ 8,480	98.00	$ 14,210	37.00	$ 4,440	-	$ -	-	$ -	-	$ -	197.00	$ 28,705
5	Task B-1: 60% Design (South Phase)	-	$ -	55.00	$ 8,800	168.00	$ 24,360	283.00	$ 33,960	-	$ -	-	$ -	-	$ -	506.00	$ 67,120
6	Task B-2: Final 1 Plans (South Phase)	-	$ -	91.00	$ 14,560	189.00	$ 27,405	406.00	$ 48,720	-	$ -	-	$ -	-	$ -	686.00	$ 90,685
7	Task B-3: Final 2 Plans (South Phase)	-	$ -	19.00	$ 3,040	52.00	$ 7,540	82.00	$ 9,840	-	$ -	-	$ -	-	$ -	153.00	$ 20,420
8	Task B-4: Beal & RDF Utilities (Optional)	-	$ -	16.00	$ 2,560	20.00	$ 2,900	40.00	$ 4,800	-	$ -	-	$ -	-	$ -	76.00	$ 10,260
9	Task C-1: 60% Design (North Phase)	-	$ -	45.00	$ 7,200	143.00	$ 20,735	225.00	$ 27,000	-	$ -	-	$ -	-	$ -	413.00	$ 54,935
10	Task C-2: Final 1 Plans (North Phase)	-	$ -	64.00	$ 10,240	151.00	$ 21,895	310.00	$ 37,200	-		-		-		525.00	$ 69,335
11	Task C-3: Final 2 Plans (North Phase)	-	$ -	17.00	$ 2,720	38.00	$ 5,510	46.00	$ 5,520							101.00	$ 13,750
12	Task D: Construction Phase Services	-	$ -	28.00	$ 4,480	128.00	$ 18,560	128.00	$ 15,360							284.00	$ 38,400
	LABOR TOTAL:		$ 1,750		$ 74,400		$ 170,230		$ 220,560		$ -				$ -		$ 466,940

Reimbursable Project Expenses

A	Printing & Reprographics	$ 4,000
B	Parking	$ 25
C	Mileage	$ -
D	Postage	$ -
E	Equipment	$ -
F	Other	$ -
	RPE TOTAL:	$ 4,025

Sub-Consultants (Includes 10% markup)

Northland Exploration	$ 7,216
Northland Exploration (Flag High)	$ 2,618
JE Fuller	$ 136,708
JE Fuller (Beal Bridge Utils)	$ 5,324
JE Fuller (Construction Allowance)	$ 4,400
Speedie & Associates	$ 11,220
Speedie & Associates (4 Borings)	$ 9,240
SUB-CONSULTANT TOTAL:	$ 176,726

PROJECT TOTAL:

$ 647,691

Client Name: City of Flagstaff

Project Name: Coconino Estates Improvements Phase 1

Project Number: 19COF01 (City Project No: 03-18005)

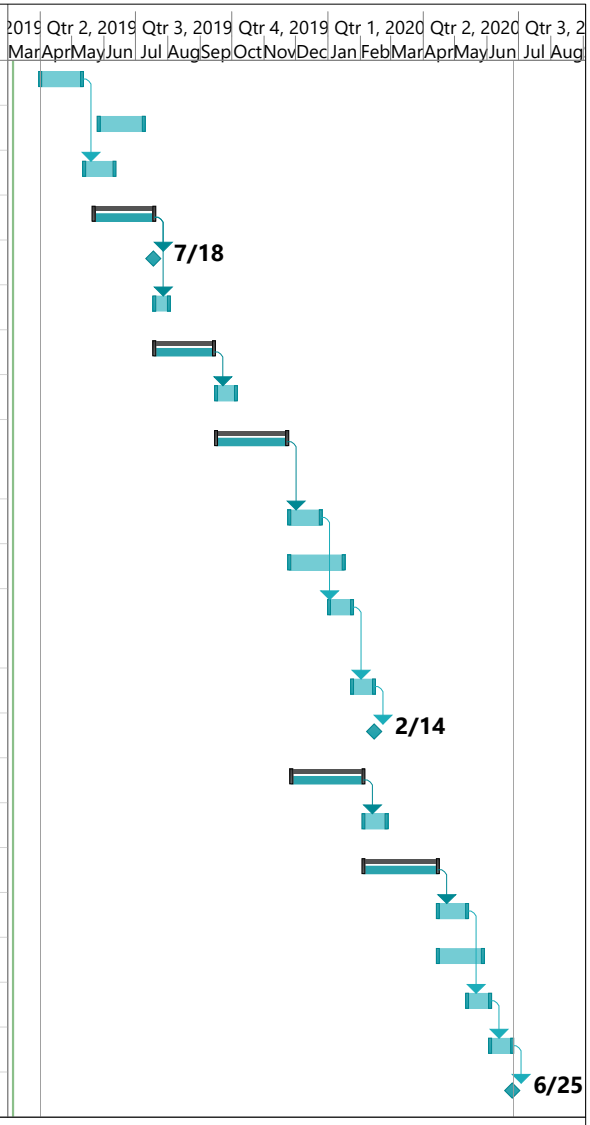
											Project Totals
Total Hours per Employee Category:			**10**	**465**	**1174**	**1838**	**0**	**0**	**0**		**3487**
Total Labor Cost per Employee Category:			**$ 1,750**	**$ 74,400**	**$ 170,230**	**$ 220,560**	**$ -**	**$ -**	**$ -**	**$**	**466,940**
Task	**Sub-Task**	**Task Description**	**Principal Engineer $175**	**Project Manager $160**	**Project Engineer $145**	**Designer $120**	**Engineering Intern $75**	**Technical Drafter $90**	**Clerical $70**	**Total Hours per Task**	**Labor Cost per Task**
1		**Task A-1: Survey & Mapping**	**$ 175**	**$ 160**	**$ 290**	**$ 960**	**$ -**	**$ -**	**$ -**	**12**	**$ 1,585**
	1	Process Basemap/Contract	1	1	2	8				12	$ 1,585
	2									0	$ -
	3									0	$ -
	4									0	$ -
	5									0	$ -
	6									0	$ -
	7									0	$ -
	8									0	$ -
	9									0	$ -
	10									0	$ -
2		**Task A-2: Geotechnical Investigation & Utility Coord**	**$ -**	**$ 800**	**$ 1,450**	**$ 1,920**	**$ -**	**$ -**	**$ -**	**31**	**$ 4,170**
	1	Review prelim geotech		2	2					4	$ 610
	2	Coord with Cardno & review results, Import to basemap		2	4	8				14	$ 1,860
	3	Potholing Exhibit/Data to Cardno		1	4	8				13	$ 1,700
	4	~~APNs Addresses Water Meters~~								0	$ -
	5									0	$ -
	6									0	$ -
	7									0	$ -
	8									0	$ -
	9									0	$ -
	10									0	$ -
3		**Task A-3: 30% Design Documents**	**$ -**	**$ 11,360**	**$ 25,375**	**$ 30,840**	**$ -**	**$ -**	**$ -**	**503**	**$ 67,575**
	1	Evaluate R/W, prelim linework for curb, S/W, parkway		16	32	80				128	$ 16,800
	2	Block-by-block Exhibits/Printouts of S/W and parkway options		2	8	8				18	$ 2,440
	3	Establish CL Stationing, Resolve CL with ROW CL		1	12	24				37	$ 4,780
	4	Draft WL Alignment		3	9	40				52	$ 6,585
	5	Draft SL Alignment		3	9	40				52	$ 6,585

	6	Prepare Plan Sheets, QC Review		8	8	48				64	$ 8,200
	7	Capture Req'ts and Write DCR		8	16					24	$ 3,600
	8	Drainage Coord with JEF			8	8				16	$ 2,120
	9	Meetings (8 @ 3 hours each PM, 4 hours each PE x 2 PEs)		24	64					88	$ 13,120
	10	Quantities/Est/Cost Model Review		6	9	9				24	$ 3,345
4		**Task A-4: Stakeholder & Public Involvement**	**$ 1,575**	**$ 8,480**	**$ 14,210**	**$ 4,440**	**$ -**	**$ -**	**$ -**	**197**	**$ 28,705**
	1	COF Water Services, SW & Traffic Department (4)		8	8	2				18	$ 2,680
	2	Mountain Line (1)		2	2	1				5	$ 730
	3	ADOT (2)		4	4	2				10	$ 1,460
	4	~~USACE (4)~~								0	$ -
	5	FUSD (3)		6	6	4				16	$ 2,310
	6	FJA (1)		2	2					4	$ 610
		APS Coordination for light pole conduit (2)			4	4				8	$ 1,060
	7	Public Meetings (3 @ 3hrs each Principal, PM & 2 PEs)	9	9	18					36	$ 5,625
	8	Exhibits for Public Meetings		2	8	24				34	$ 4,360
	9	~~Mailers for Public Meetings~~								0	$ -
	10	Comment Compilation for Public Meetings			6					6	$ 870
	11	**ALLOWANCE for door-to-door**		**20**	**40**					60	$ 9,000
5		**Task B-1: 60% Design (South Phase)**	**$ -**	**$ 8,800**	**$ 24,360**	**$ 33,960**	**$ -**	**$ -**	**$ -**	**506**	**$ 67,120**
	1	CL vertical profile		1	9	36				46	$ 5,785
	2	BOC & Driveway Grading Eval		2	9	27				38	$ 4,865
	3	Intersection grading (8) - matchup to ex to check CL		4	18	36				58	$ 7,570
	4	Waterline design		1	8	24				33	$ 4,200
	5	Sewerline design		1	8	24				33	$ 4,200
	6	Roadway Plan preparation (9 sheets), constr notes		2	12	40				54	$ 6,860
	7	Utility Plan preparation (9 sheets ea = 18), constr notes		4	18	60				82	$ 10,450
	8	EOPCC & Cost Model Review		9	12	18				39	$ 5,340
	9	Drainage Coord with JEF		2	9	9				20	$ 2,705
	10	Meetings (7 @ 3 hours each PM, 4 hours each PE x 2 PEs)		21	56					77	$ 11,480
	11	Submittal to Franchise Utils, QC		8	9	9				26	$ 3,665
6		**Task B-2: Final 1 Plans (South Phase)**	**$ -**	**$ 14,560**	**$ 27,405**	**$ 48,720**	**$ -**	**$ -**	**$ -**	**686**	**$ 90,685**
	1	Final CL profile, BOC grading		4	4	40				48	$ 6,020
	2	Final Intersection grading (8)		4	18	72				94	$ 11,890
	3	Waterline profile design		4	9	40				53	$ 6,745
	4	Sewerline profile design		4	9	40				53	$ 6,745
	5	Roadway Plan development (9 sheets)		4	18	80				102	$ 12,850
	6	Utility Plan development (9 sheets ea = 18)		4	18	80				102	$ 12,850
	7	ADEQ EDR, Submittal, Forms		4	16					20	$ 2,960
	8	Drainage Coord with JEF		4	12	18				34	$ 4,540
	9	Meetings (7 @ 3 hours each PM, 4 hours each PE x 2 PEs)		21	56					77	$ 11,480
	10	Submittal, QC, Special Provisions		32	16	18				66	$ 9,600
	11	ADOT Submittal		2	9	18				29	$ 3,785
	12	Cost Model Review		4	4					8	$ 1,220

7		**Task B-3: Final 2 Plans (South Phase)**	**$ -**	**$ 3,040**	**$ 7,540**	**$ 9,840**	**$ -**	**$ -**	**$ -**	**153**	**$ 20,420**
	1	Final Edits		8	18	60				86	$ 11,090
	2	Submittal		1	6	6				13	$ 1,750
	3	GMP Review		4	8					12	$ 1,800
	4	ADOT Resubmittal		1	2	4				7	$ 930
	5	**OPTIONAL - Design of FHS's Southside Service Connection**		**1**	**6**	**12**				19	$ 2,470
	6	Meetings (2 @ 2 hours each PM, 3 hours each PE x 2 PEs)		4	12					16	$ 2,380
	7									0	$ -
	8									0	$ -
	9									0	$ -
	10									0	$ -
8		**Task B-4: Beal & RDF Utilities (Optional)**	**$ -**	**$ 2,560**	**$ 2,900**	**$ 4,800**	**$ -**	**$ -**	**$ -**	**76**	**$ 10,260**
	1	Boring design sheet		4	8	40				52	$ 6,600
	2	Special Provisions		2						2	$ 320
	3	Coordination with Cardno & Speedie		2	4					6	$ 900
	4	USACE (4)		8	8					16	$ 2,440
	5									0	$ -
	6									0	$ -
	7									0	$ -
	8									0	$ -
	9									0	$ -
	10									0	$ -
9		**Task C-1: 60% Design (North Phase)**	**$ -**	**$ 7,200**	**$ 20,735**	**$ 27,000**	**$ -**	**$ -**	**$ -**	**413**	**$ 54,935**
	1	CL vertical profile		1	9	27				37	$ 4,705
	2	BOC & Driveway Grading Eval		2	9	27				38	$ 4,865
	3	Intersection grading (4) - matchup to ex to check CL		2	9	18				29	$ 3,785
	4	Waterline design		1	9	24				34	$ 4,345
	5	Sewerline design		1	9	24				34	$ 4,345
	6	Roadway Plan preparation (9 sheets), constr notes		1	9	36				46	$ 5,785
	7	Utility Plan preparation (9 sheets ea = 18), constr notes		2	9	36				47	$ 5,945
	8	EOPCC & Cost Model Review		5	9	18				32	$ 4,265
	9	Drainage Coord with JEF		1	6	6				13	$ 1,750
	10	Meetings (7 @ 3 hours each PM, 4 hours each PE x 2 PEs)		21	56					77	$ 11,480
	11	Submittal to Franchise Utils, QC		8	9	9				26	$ 3,665
10		**Task C-2: Final 1 Plans (North Phase)**	**$ -**	**$ 10,240**	**$ 21,895**	**$ 37,200**	**$ -**	**$ -**	**$ -**	**525**	**$ 69,335**
	1	Final CL profile, BOC grading		4	4	40				48	$ 6,020
	2	Final Intersection grading (4)		2	12	40				54	$ 6,860
	3	Waterline profile design		4	9	40				53	$ 6,745
	4	Sewerline profile design		4	9	40				53	$ 6,745
	5	Roadway Plan development (9 sheets)		2	12	60				74	$ 9,260
	6	Utility Plan development (9 sheets ea = 18)		2	12	60				74	$ 9,260
	7	ADEQ EDR, Submittal, Forms		3	12					15	$ 2,220
	8	Drainage Coord with JEF		2	9	12				23	$ 3,065

	9	Meetings (7 @ 3 hours each PM, 4 hours each PE x 2 PEs)		21	56					77	$ 11,480
	10	Submittal, QC, Special Provisions		16	12	18				46	$ 6,460
	11									0	$ -
	12	Cost Model Review		4	4					8	$ 1,220
11		**Task C-3: Final 2 Plans (North Phase)**	**$ -**	**$ 2,720**	**$ 5,510**	**$ 5,520**	**$ -**	**$ -**	**$ -**	**101**	**$ 13,750**
	1	Final Edits		8	12	40				60	$ 7,820
	2	Submittal		1	6	6				13	$ 1,750
	3	GMP Review		4	8					12	$ 1,800
	4	Meetings (2 @ 2 hours each PM, 3 hours each PE x 2 PEs)		4	12					16	$ 2,380
	5									0	$ -
	6									0	$ -
	7									0	$ -
	8									0	$ -
	9									0	$ -
	10									0	$ -
12		**Task D: Construction Phase Services**	**$ -**	**$ 4,480**	**$ 18,560**	**$ 15,360**	**$ -**	**$ -**	**$ -**	**0**	**$ 38,400**
	1	Season 1		14	64	64				0	$ 19,200
	2	Season 2		14	64	64				0	$ 19,200
	3	~~Season 1 Additional per week~~								0	$ -
	4	~~Season 2 Additional per week~~								0	$ -
	5									0	$ -
	6									0	$ -
	7									0	$ -
	8									0	$ -
	9									0	$ -
	10									0	$ -

ID	Task Mode	Task Name	Duration	Start	Finish
1		**A-1: SURVEY**	30 days	Mon 4/1/19	Fri 5/10/19
2		**A-2: GEOTECH**	30 days	Mon 5/27/19	Mon 7/8/19
3		**SUBSURFACE UTILITY INVESTIGATION (CARDNO)**	20 days	Mon 5/13/19	Mon 6/10/19
4		**A-3: 30% DESIGN**	**40 days**	**Wed 5/22/19**	**Thu 7/18/19**
8		A-4: PUBLIC MEETING #1	0 days	Thu 7/18/19	Thu 7/18/19
9		*CITY REVIEW: 30% DESIGN*	10 days	Fri 7/19/19	Thu 8/1/19
10		**B-1: 60% DESIGN (SOUTH SECTION: NAVAJO/BEAL)**	**40 days**	**Fri 7/19/19**	**Fri 9/13/19**
14		*CITY REVIEW: 60% DESIGN*	15 days	Mon 9/16/19	Fri 10/4/19
15		**B-2: FINAL 1 DESIGN (SOUTH SECTION: NAVAJO/BEAL)**	**50 days**	**Mon 9/16/19**	**Fri 11/22/19**
19		*CITY REVIEW: FINAL 1 DESIGN*	20 days	Mon 11/25/19	Tue 12/24/19
20		*ADEQ REVIEW: FINAL 1 DESIGN*	30 days	Mon 11/25/19	Wed 1/15/20
21		**B-3: FINAL 2 DESIGN (SOUTH SECTION: NAVAJO/BEAL)**	15 days	Thu 1/2/20	Thu 1/23/20
22		*CITY REVIEW: FINAL 2 DESIGN*	15 days	Fri 1/24/20	Thu 2/13/20
23		FINAL APPROVAL	0 days	Fri 2/14/20	Fri 2/14/20
24		**C-1: 60% DESIGN (NORTH SECTION: NAVAJO)**	**40 days**	**Wed 11/27/19**	**Mon 2/3/20**
28		*CITY REVIEW: 60% DESIGN*	15 days	Tue 2/4/20	Tue 2/25/20
29		**C-2: FINAL 1 DESIGN (NORTH SECTION: NAVAJO)**	**50 days**	**Tue 2/4/20**	**Tue 4/14/20**
33		*CITY REVIEW: FINAL 1 DESIGN*	20 days	Wed 4/15/20	Tue 5/12/20
34		*ADEQ REVIEW: FINAL 1 DESIGN*	30 days	Wed 4/15/20	Wed 5/27/20
35		**C-3: FINAL 2 DESIGN (NORTH SECTION: NAVAJO)**	15 days	Wed 5/13/20	Wed 6/3/20
36		*CITY REVIEW: FINAL 2 DESIGN*	15 days	Thu 6/4/20	Wed 6/24/20
37		FINAL APPROVAL	0 days	Thu 6/25/20	Thu 6/25/20



Project: 2019-03-05 COCO EST
Date: Wed 3/6/19

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

EXHIBIT A

Coconino Estates Improvements
Phase I
Scoping Document
E-OUTLINE
WITH COMMENTS 2-33-2019

Participants

Bret Petersen, Capital Improvements Engineer
Gary Miller, Development Engineer
Jeffrey Bauman, Traffic Engineer
Steven Hill, Streets Supervisor
Adam Miele, Acting Streets Section Head
Ryan Roberts, Water Services Engineering Manager
Jim Davis, Water Services Plan Reviewer
Chris Kirkendall, Stormwater Manager
Patrick O'Connor, Water Distribution Supervisor
Joe Almendarez, Wastewater Collection Supervisor
Angel Baca, Acting Construction Manager
Amy Hagin, Public Works Parks Manager
Kent Snide, Fire Inspector
Nathan Reisner, ADOT District Development Engineer
Anne Dunno, NAIPTA Project Manager
Bob Kuhn, FUSD Assist. Superintendent for Operations
Martin Conboy, Unisource
Sanford Yazzie, Suddenlink
Manuel Hernandez, Century Link
Kent Bushman, APS
Ryan Weisner, APS

Project Location

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

Figure 1. Location Map.

Existing Conditions

Existing Roadway

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

W. Beal Rd. is a partially striped two-way two lane Minor Collector Roadway with a speed limit of 25 miles per hour. From N. Rockridge Rd. to N. Aztec St. the is no striping, from N. Aztec St. to N. Navajo Dr. there is center line striping and a striped parking lane on both sides, from N. Navajo Dr. to N. Fort Valley Rd. there is a striped parking lane on both sides. Available right-of-way varies from approximately 50'- 56' from the west end to N. Aztec St. then from N. Aztec St. to N. Fort Valley Rd. it is approximately 60'. The existing roadway width (RW) and back of curb to back of curb (BCBC) measurements varied per section as follows:

- West of N. Rockridge Rd. to N. Rockridge Rd. – RW 37' and BCBC 41'
  - Existing 3' parkway and 4' sidewalk on both sides of the roadway
- N. Rockridge Rd. to N. Aztec St. – RW 37' and BCBC 41'
  - No parkway and an existing 4' sidewalk on both sides of the roadway
    - Except for the missing sidewalk at the southwest corner of the Beal/Aztec intersection along the north side of 1119 N. Aztec St. property
- N. Aztec St. to the Rio De Flag – RW 37' and BCBC 41'
  - No parkway and an existing 4' sidewalk on both sides of the roadway
- At the Rio De Flag – RW 20' and BCBC 24'
  - No parkway and an existing sidewalk that varies from 4' to 12' on both sides of the roadway
- Rio De Flag to N. Navajo Dr. – RW 32' and BCBC 36'
  - No sidewalk
- N. Navajo Dr. to N. Fort Valley Rd. – RW 32' and BCBC 36'
  - No sidewalk

The pavement is in very poor condition, with an OCI of 47.64. The typical cross slope provided by the crown was either nonexistent or varied a greatly throughout the project limits, with some of the roadway severely dropping off down to the curb lip. There is rolled curb and gutter, on both sides of the roadway for the entire length of the project. Roughly 60% of the rolled curb and gutter needs to be replaced. The west 1/3 of the project has sidewalk on both sides of the street with either existing non-compliant ADA sidewalk ramps or no existing sidewalk ramps. The east 2/3 of the project does not have sidewalk on either side. Approximately 25% of the existing sidewalk needs to be replaced. There are multiple rolled curb residential driveways on both sides, with concrete as the material for most of the private driveways. All four existing valley gutters need to be replaced.

Beal Rd. is the primary access route for the Rock Ridge Estates Neighborhood.

N. Navajo Drive – W. Navajo Road to W. Murray Road

N. Navajo Dr. is a non-striped two-way two lane Local Roadway with a speed limit of 25 miles per hour. The existing width allows for on street parking on both sides and two-way travel. Available right-of-way is approximately 60' from W. Navajo Rd. to W. Beal Rd. and 50' from W. Beal Rd. to W. Murray Rd. The existing roadway width (RW) and back of curb to back of curb (BCBC) measurements varied per section as follows:

- W. Navajo Rd. to W. Havasupai Rd. – RW 36' and BCBC 40'
  - No existing sidewalk
- W. Havasupai Rd. to W. Beal Rd. – RW varies from 36' – 32' and BCBC 40' – 36'
  - No existing sidewalk
- W. Beal Rd. to W. Whiting Rd. – RW 26' and BCBC 30'
  - No existing sidewalk
- W. Whiting Rd. to W. Murray Rd. – RW 32' and BCBC 36'
  - No existing sidewalk

The pavement is in very poor condition with an OCI of 47.07. The typical cross slope provided by the crown was either nonexistent or varied a greatly throughout the project limits, with some of the roadway severely dropping off down to the curb lip. There is rolled curb and gutter, on both sides of the roadway for the entire length of the project. Roughly 50% of the rolled curb and gutter needs to be replaced. There is no sidewalk. There are multiple rolled curb residential driveways on both sides, with concrete as the material for most of the private driveways and a few various private driveway materials such as asphalt, pavers, and stamped and stained concrete.

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

W. Navajo Rd. is a striped two-way two lane Minor Collector with a speed limit of 25 miles per hour. The existing width allows for on street parking on both sides and two-way travel. Available right-of-way is approximately 60' from N. Navajo Drive to N. Fort Valley Road. The existing roadway width is 37' and back of curb to back of curb measurement is 41'. The existing pavement is in poor condition with an OCI of 46.93. There is rolled curb and gutter, on both sides of the roadway for the entire length of the project. Roughly 70% of the rolled curb and gutter needs to be replaced. Most of the road does not have sidewalk, except for the section approximately 100' east and west of Hopi Dr. on the south side of Navajo Rd. with no parkway and a 5' wide sidewalk. The existing sidewalk is in very good condition. There are multiple rolled curb residential driveways on both sides, with concrete as the material for most of the private driveways.

Mountain Line (NAIPTA) Buses utilize Navajo Rd. for their Bus Route #5 traveling in both directions.

Navajo Rd. is also utilized by delivery trucks and school busses to access the three schools (Marshal Elementary, Flagstaff Middle School, and Flagstaff High School) just to the south of Navajo Rd. off Hopi Dr.

Existing Utilities

W. Beal Rd.

There are existing water and sewer mains within the roadway that run the entire length of project limits, both with the applicable services, manholes, fire hydrants, and valves. See Table 1 for more information.

Table 1. W. Beal Rd. Existing Utilities.

Water Main						
Location	Length (ft)	Size	Material	Year Built	Years Old	Notes
Just West of Rockridge	112	8"	AC	1975	43	Roughly 112' west of Rockridge to Rockridge
Rockridge to Just West of Aztec	216	8"	AC	1975	43	From Rockridge to roughly 170' west of Aztec
Just West of Aztec to Navajo	630	8"	AC	1968	50	Roughly 170' west of Aztec to Navajo
Navajo to Just West of Fort Valley	825	6"	CI	1954	64	Navajo to roughly 50' west of Fort Valley
Just West of Fort Valley	50	6"	DI	1984	34	Roughly 50' west of Fort Valley to Fort Valley
Total Length (ft)	**1,833**					
Sewer Main						
Location	Length (ft)	Size	Material	Year Built	Years Old	Notes
MH 1-134 to MH 1-104	284	8"	VCP	1975	43	
MH 1-104 to MH 1-120	338	8"	VCP	1968	50	
MH 1-084 to 1-087	907	8"	VCP	1954	64	
Total Length (ft)	**1,529**					
Stormwater						
Location	Length (ft)	Size	Material	Year Built	Years Old	Notes
Just West of Aztec	50	18"x29"	CMP	NA	NA	Roughly 180' west of Aztec
Rio De Flag to Navajo	255	NA	NA	NA	NA	GIS Shows on Beal south of the Right-of-way
Total Length (ft)	**305**					

Along with the utilities listed above there are water and sewer mains connecting to the Beal Rd. water and sewer mains at Rockridge Rd., Aztec St., the Rio De Flag (sewer only), McMillan Rd., and just west of McMillian Rd. (sewer only). There are existing catch basins within the roadway on the south side of the intersection of Beal Rd. and Navajo Dr. and on the both sides of the roadway roughly 180' west of Aztec St.

APS, Suddenlink, and Century Link all appear to be above ground in the utility easements behind the properties to the south of Beal Rd. and in the utility easements between the roads and the Rio De Flag that run perpendicular to Beal Rd. The only overhead lines on Beal Rd. are at Fort Valley Rd. crossing Beal Rd., east of McMillan Rd. crossing Beal Rd., at the Rio De Flag crossing Beal Rd., and the overhead lines providing power to the one (1) existing street light at the east end of the road. The existing street lights on Beal Rd. west of the Rio De Flag are powered by underground lines. Unisource is assumed to be in the roadway or the utility easements.

N. Navajo Dr.

There are existing water and sewer mains within the roadway that run the entire length of project limits, both with the applicable services, manholes, fire hydrants, and valves. See Table 2 for more information.

Table 2. N. Navajo Dr. Existing Utilities.

Water Main						
Location	Length (ft)	Size	Material	Year Built	Years Old	Notes
Navajo Rd. to Just North of Havasupai	779	8"	CI	1947	71	Navajo Rd. to roughly 150' North of Havasupai
Just North of Havasupai to Whiting	1,144	8"	CI	1954	64	Roughly 150' North of Havasupai to Whiting
Whiting to Anderson	371	8"	AC	1959	59	
Anderson to Just North of Anderson	622	8"	CI	1959	59	Anderson to roughly 250' North of Anderson
Just North of Anderson to Murray	706	8"	AC	1959	59	Roughly 250' North of Anderson to Murray
Total Length (ft)	**3,622**					
Sewer Main						
Location	Length (ft)	Size	Material	Year Built	Years Old	Notes
MH 1-144 to MH 1-146	706	8"	PVC	1988	30	
MH 1-146 to Just North of Havasupai	160	8"	VCP	1947	71	MH 1-146 to roughly 160' North of Havasupai
Just North of Havasupai to MH 1-076	1,137	8"	VCP	1954	64	Roughly 160' North of Havasupai to MH 1-076
MH 1-076 to MH 1-074	790	8"	VCP	1959	59	
MH 1-074 to MH 1-073	475	6"	VCP	1959	59	
MH 1-073 to Murray	80	8"	VCP	1959	59	
Total Length (ft)	**3,348**					
Stormwater						
Location	Length (ft)	Size	Material	Year Built	Years Old	Notes
Just West of Aztec	60	30"x60"	CMP	NA	NA	Crosses Navajo Dr. roughly 140' south of Beal
Total Length (ft)	**60**					

Along with the utilities listed above there are water and sewer mains connecting to the Navajo Dr. water and sewer mains at Havasupai Rd., Whipple Rd., Whiting Rd., Anderson Dr. (water only).

APS, Suddenlink, and Century Link all appear to be above ground in the utility easements behind the properties to the west and sometimes the east of Navajo Dr. and the utility easements between roads running perpendicular to Navajo Dr. The only overhead lines on Navajo Dr. are north of Havasupai Rd. crossing Navajo Dr., north of Whipple Rd. crossing Navajo Dr., and the overhead lines providing power to the ten (10) existing street lights that vary to either side of the road along the entire length of the project. Unisource is assumed to be in the roadway or the utility easements.

W. Navajo Rd.

There are existing water and sewer mains within the roadway that run the entire length of project limits, both with the applicable services, manholes, fire hydrants, and valves. See Table 3 for more information.

Table 3. N. Navajo Dr. Existing Utilities.

Water Main						
Location	Length (ft)	Size	Material	Year Built	Years Old	Notes
Navajo Dr. to Just West of Fort Valley	1,152	8"	CI	1947	71	Navajo Dr. to roughly 85' west of Fort Valley
Just West of Fort Valley to Fort Valley	85	8"	DI	1983	35	Roughly 85' West of Fort Valley to Fort Valley
Total Length (ft)	**1,237**					
Sewer Main						
Location	Length (ft)	Size	Material	Year Built	Years Old	Notes
MH 1-144 to MH 1-143	158	8"	PVC	1988	30	
MH 1-143 to MH 1-155	961	6"	VCP	1947	71	
Total Length (ft)	**1,119**					

Along with the utilities listed above there are water and sewer mains connecting to the Navajo Rd. water and sewer mains at Hopi Dr. and Fort Valley Rd. (water only). There is also a water main connecting to the Navajo Rd. water main between addresses 401 and 327 Navajo Rd. that feeds the service meter to Flagstaff High School. There is also an existing 20-inch Ductile Iron reclaimed water main, built in 1992, crossing Navajo Rd. at Hopi Dr.

APS, Suddenlink, and Century Link all appear to be above ground in the utility easements behind the properties to the north and south of Navajo Rd. The only overhead lines on Navajo Rd. are at Fort Valley Rd. crossing Navajo Rd. and near Hopi Dr. on the north side of Navajo Rd. providing overhead power to the three (3) existing street lights at the west end of the road. Unisource is assumed to be in the roadway or the utility easements.

Scope

Utilities Scope

SEE ATTACHED UTILITY IMPROVEMENT EXHIBITS ON Pages 10 – 19

W. Beal Rd.

Sewer Improvements

- Remove and replace existing sewer main from west of Rockridge Rd. to west of Rio De Flag.
    - MH 1-134 roughly 100' west of Rockridge Rd. to MH 1-120 roughly 40' west of the Rio De Flag.
    - Replace all 6 Manholes (MH) along this stretch of sewer main.
    - Replace with new 8" sewer pipe, same size as existing 8" VCP.
    - Where the sewer mains coming from Rockridge Rd. and Aztec St. connect to the Beal Rd. sewer main, replace the portion of these sewer mains from the Beal sewer main up to the Beal right-of-way if not already new PVC or DI.
    - **COORDINATE WITH THE RIO DE FLAG/BEAL BRIDGE PROJECT FOR POTENTIAL RECONFIGURATION OF THE EXISTING SEWER MAIN IN BEAL RD. STARTING AROUND MH 1-119 AND HOW THE CONNECTION TO THE RIO DE FLAG SEWER, AND POTENTIAL RECONFIGURATION OF THE RIO DE FLAG SEWER TO EITHER GO UNDER THE BEAL BRIDGE OR AROUND TO THE WEST POSSIBLY**

REQUIRING A PUMP AROUND ON THE INTERCEPTOR.

- **404 PERMIT IS NEEDED FOR TRENCHING IN THE RIO DE FLAG.**

- Remove and replace existing sewer main from west of Rio De Flag to west of Fort Valley Rd.
  - MH 1-084 roughly 120' east of the Rio De Flag to MH 1-087 roughly 70' west of Fort Valley Rd.
  - Replace all 6 Manholes (MH) along this stretch of sewer main.
  - Replace with new 8" sewer pipe, same size as existing.
  - Where the sewer mains coming from McMillan and sewer main just west of McMillian connect to the Beal sewer main, replace the portion of these sewer mains from the Beal Rd. sewer main up to the Beal Rd. right-of-way if not already new PVC or DI.
  - **INCLUDING MH 1-086.**
- Remove and replace all existing sewer laterals for properties serviced off the Beal Rd. sewer main between MH 1-134 and MH 1-087.
- Is there existing sufficient sewer information for the ADEQ submittal?
  - **YES**

Water Improvements

- Remove and replace existing water main from west of Rockridge Rd. to west of Fort Valley Rd.
  - West limits of water main improvements, tie into existing 8" PVC water main built in 1988 that starts roughly 112' west of Rockridge Rd.
  - East limits of water main improvements, tie into existing 8" DI water main built in 1982 that starts roughly 10' west of Fort Valley Rd.
  - Replace existing 8" AC & CI and 6" CI with new 8" water main.
  - Is water modeling needed due to changing water main size?
    - **NO**
  - Is there existing sufficient water information for the ADEQ submittal?
    - **YES**
  - Abandon existing water main to greatest extent possible.
  - Where the water mains coming from Rockridge Rd., Aztec St., and McMillan Rd. connect to the Beal Rd. water main, replace the portion of these water mains from the Beal Rd. water main up to the Beal Rd. right-of-way if not already new PVC DI.
  - **COORDINATE WITH THE RIO DE FLAG/BEAL BRIDGE PROJECT WITH THE NEW MAIN REPLACEMENT WITHIN A CASING THAT DOES NOT CONFLICT WITH THE BRIDGE OR SEWER.**
- Remove and replace all existing water services from the main to the meter for all properties serviced off the Beal Rd. water main from Rock Ridge Rd. to Fort Valley Rd.
  - Adjust elevation of meter and private side of service to City standard as needed.
- Remove and replace all existing fire hydrant assemblies.
  - Evaluate fire hydrant location to be used as blow offs at the high point of water main sections during maintenance.
- Remove and replace all existing water valves and water valve box assemblies.
- Are there any valves outside the project limits that would need to be replaced in order to shut down and tie the proposed main into the existing mains?
  - **NOT KNOWN AT THIS TIME**
- **DETERMINE WHAT TO DO WITH OLD ABANDONED SHALLOW WELL ON BEAL RD. JUST WEST OF THE BEAL BRIDGE. PLANS IN THE PAST HAVE CALLED IT OUT TO BE "ABANDONED PER ARIZONA DEPARTMENT OF WATER RESOURCES ABANDONMENT RULE A.A.C. R12-866 AND THE ADWR WELL ABANDONMENT HANDBOOK"**

Stormwater Improvements

- Evaluate the current capacity of the roadway to determine if the existing rolled curb and gutter provides the proper capacity, or if all the rolled curb and gutter needs to be removed and replaced with vertical curb and gutter based on capacity.
  - **ROADWAY SHOULD HOLD THE 10 YR STORM.**
- ~~Remove and replace~~ **EVALUATE CONDITION OF** two existing catch basins between Rockridge

Rd. and Aztec St. with combination curb inlet catch basins.
    - Evaluate existing condition of CMP at this location and remove and replace ~~as needed~~ **IF DETERMINED TO BE NECESSARY**.
- ~~Remove and replace existing catch basin at the Rio De Flag on the south side of Beal Rd. with a scupper to the east of the bridge~~.
- ~~Remove and replace~~ **EVALUATE CONDITION OF** two existing catch basins at Navajo Dr. on the south side of Beal Rd. ~~with 24"x48" (double grate) catch basin per MAG SD 537, this is from Plateau Engineering's 30% design of the Mountain View Utility & Street Improvements Project (Mountain Subdivision) from 2015.~~
    - **EVALUATE EXISTING CONDITION OF CMP AT THIS LOCATION AND REMOVE AND REPLACE IF DETERMINED TO BE NECESSARY.**
- Evaluate drainage through all intersections and determine if valley gutters are necessary to convey drainage through intersections.
    - Evaluate condition of existing valley gutters and determine if it is necessary to remove and replace existing valley gutters.
- Coordinate as necessary with US Army Corps of Engineers on improvements to the Beal bridge.
- What level of drainage analysis needs to be completed on this project?
    - **A DRAINAGE REPORT IS NEEDED.**

Underground Traffic & Street Improvements

- Should installing underground electrical lines to power existing or new street lights be considered on this project?
    - **UNDETERMINED IF WILL BE INCLUDED IN THE SCOPE AT THIS TIME**
- Should removing and replacing the one (1) existing street light with a new City standard street light be considered on this project?
    - **EVALUATE EXISTING STREET LIGHT FOR COMPLIANCE WITH CITY STANDARDS AND CONFLICT WITH OTHER PROPOSED IMPROVEMENTS, IF OUT OF COMPLIANCE OR IN CONFLICT WILL NEED TO BE REPLACED.**
- A separate funding source other than RR&SS would have to be identified for the underground electrical lines and to replace the existing street light with a new City standard street light.

N. Navajo Dr.

Sewer Improvements

- Remove and replace existing sewer main from Navajo Rd. to Murray Rd.
    - MH 1-144 at Navajo Dr./Navajo Rd. intersection to MH 1-073 at Navajo Dr./Murray Rd. intersection.
    - Replace all 10 Manholes (MH) along this stretch of sewer main.
    - Replace existing 8" PVC and 6" VCP with new 8" sewer pipe.
    - Is sewer modeling needed due to changing water main size?
        - **NO**
    - Is there existing sufficient sewer information for the ADEQ submittal?
        - **YES**
    - Where the sewer mains coming from Havasupai Rd., Whipple Rd., Whiting Rd., and Murray Rd. connect to the Navajo Dr. sewer main, replace the portion of these sewer mains from the Navajo Dr. sewer main up to the Navajo Dr. right-of-way if not already new PVC or DI.
- The Navajo Dr. sewer main from MH 1-144 (Navajo Rd.) to MH 1-146 (Havasupai Rd.) was replaced in 1988 with 8" PVC but is believed to be installed incorrectly and is currently having issues and would greatly benefit from being replaced correctly. Is this still the case and the direction from Water Services?
    - **YES, PROCEED AS IF WE WILL REMOVE AND REPLACE SEWER MAINS AND MANHOLES FROM MH 1-144 TO 1-146. THIS SECTION IS CURRENTLY BEING TV'D TO ENSURE WE WANT TO INCLUDE IT THE SCOPE OF THIS PROJECT.**
- Remove and replace all existing sewer laterals for properties serviced off the Navajo Dr. sewer

main between Navajo Rd. and Murray Rd (MH 1-144 and MH 1-073).

Water Improvements

- Remove and replace existing water main from Navajo Rd. to Murray Rd.
    - South limits of water main improvements, tie into the proposed 8" water main as part of this project on Navajo Rd.
    - North limits of water main improvements, tie into existing 8" DI water main built in 1983 at the Navajo Rd./Murray Rd. intersection.
        - **REPLACE EXISTING BLOW OFF AT END OF NAVAJO RD. TO BE INCLUDED.**
    - Replace existing 8" AC & CI with new 8" water main.
    - Is water modeling needed?
        - **NO**
    - Is there existing sufficient information for the ADEQ submittal?
        - **YES**
    - Abandon existing water main to greatest extent possible.
    - Where the water mains coming from Havasupai Rd., Whipple Rd., Whiting Rd., Anderson Dr., and Murray Rd. connect to the Navajo Dr. water main, replace the portion of these water mains from the Navajo Dr. water main up to the Navajo Dr. right-of-way if not already new PVC DI.
- Remove and replace all existing water services from the main to the meter for all properties serviced off the Navajo Dr. water main from Navajo Rd. to Murray Rd.
    - Adjust elevation of meter and private side of service to City standard as needed.
- Remove and replace all existing fire hydrant assemblies.
    - Evaluate fire hydrant location to be used as blow offs at the high point of water main sections during maintenance.
- Remove and replace all existing water valves and water valve box assemblies.
- Are there any valves outside the project limits that would need to be replaced in order to shut down and tie the proposed main into the existing mains?
    - **NOT KNOWN AT THIS TIME**
- **REPLACE APPROXIMATELY 260 LF OF 2-INCH WATER MAIN IN WHIPPLE FROM NAVAJO TO MCMILLAN.**

Stormwater Improvements

- Evaluate the current capacity of the roadway to determine if the existing rolled curb and gutter provides the proper capacity, or if all the rolled curb and gutter needs to be removed and replaced with vertical curb and gutter based on capacity.
    - **ROADWAY SHOULD HOLD THE 10 YR STORM.**
- ~~Remove and replace~~ **EVALUATE CONDITION OF** existing catch basin at Whiting Rd. ~~with a combination curb inlet catch basin~~.
    - This catch basin is not shown on City's GIS.
    - Evaluate existing condition of CMP at this location and remove and replace ~~as needed~~ **IF DETERMINED TO BE NECESSARY**.
- Evaluate drainage through all intersections and determine if valley gutters are necessary to convey drainage through intersections.
    - Evaluate condition of existing valley gutters and determine if it is necessary to remove and replace existing valley gutters.
- What level of drainage analysis needs to be completed on this project?
    - **A DRAINAGE REPORT IS NEEDED.**

Underground Traffic & Street Improvements

- Should installing underground electrical lines to power existing or new street lights be considered on this project?
    - **UNDETERMINED IF WILL BE INCLUDED IN THE SCOPE AT THIS TIME**
- Should removing and replacing the ten (10) existing street lights with new City standard street lights be considered on this project?

        - **EVALUATE EXISTING STREET LIGHT FOR COMPLIANCE WITH CITY STANDARDS AND CONFLICT WITH OTHER PROPOSED IMPROVEMENTS, IF OUT OF COMPLIANCE OR IN CONFLICT WILL NEED TO BE REPLACED.**
- A separate funding source other than RR&SS would have to be identified for the underground electrical lines and to replace the existing street lights to new City standard street lights.

W. Navajo Rd.

Sewer Improvements

- Remove and replace existing sewer main from Navajo Dr. to Fort Valley Rd.
    - MH 1-144 at Navajo Dr./Navajo Rd. intersection to MH 1-155 roughly 140' west of Fort Valley Rd.
    - Replace all 4 Manholes (MH) along this stretch of sewer main.
    - Replace existing 8" and 6" VCP with new 8" sewer pipe.
    - Is sewer modeling needed due to changing sewer main size?
        - **NO**
    - Is there existing sufficient sewer information for the ADEQ submittal?
        - **YES**
    - Where the sewer main coming from Hopi Dr. connects to the Navajo Rd. sewer main, replace the portion of this sewer main from the Navajo Rd. sewer main up to the Navajo Rd. right-of-way if not already new PVC or DI.
- The Navajo Rd. sewer main from MH 1-144 (Navajo Dr.) to MH 1-143 (Hopi Dr.) was replaced in 1988 with 8" PVC but is believed to be installed incorrectly and is currently having issues and would greatly benefit from being replaced correctly. Is this still the case and the direction from Water Services?
    - **YES, PROCEED AS IF WE WILL REMOVE AND REPLACE SEWER MAINS AND MANHOLES FROM MH 1-144 TO 1-143. THIS SECTION IS CURRENTLY BEING TV'D TO ENSURE WE WANT TO INCLUDE IT THE SCOPE OF THIS PROJECT.**
- Remove and replace all existing sewer laterals for properties serviced off the Navajo Rd. sewer main between MH 1-144 and MH 1-155 (Navajo Dr. to Fort Valley Rd.).

Water Improvements

- Remove and replace existing water main from Navajo Dr. to Fort Valley Rd.
    - West limits of water main improvements, tie into the proposed 8" water main as part of this project on Navajo Dr.
    - West limits of water main improvements, tie into existing 8" DI water main built in 1983 roughly 90' west of Fort Valley Rd.
    - Replace existing 8" CI with new 8" water main.
    - Is water modeling needed?
        - **NO**
    - Is there existing sufficient water information for the ADEQ submittal?
        - **YES**
    - Abandon existing water main to greatest extent possible.
    - Where the water mains at the Hopi Dr./Navajo Rd. intersection connect to the Navajo Rd. water main, replace the portion of these water mains from the Navajo Rd. water main up to the Navajo Rd. right-of-way if not already new PVC DI.
- Remove and replace or abandon if possible the existing 8" CI waterline built in 1947 that feeds the fire service meter to Flagstaff High School off the W. Navajo Rd. water main by running between the 401 and 327 W. Navajo Rd. properties.
    - This water line and meter is a single source of water for Flagstaff High School's domestic, ten private fire hydrants and the fire lines to their buildings on site and must be kept active.
- Remove and replace all existing water services from the main to the meter for all properties serviced off the Navajo Rd. water main from Navajo Dr. to Fort Valley Rd.
    - Adjust elevation of meter and private side of service to City standard as needed.

- Remove and replace all existing fire hydrant assemblies.
    - Evaluate fire hydrant location to be used as blow offs at the high point of water main sections during maintenance.
- Remove and replace all existing water valves and water valve box assemblies.
- Are there any valves outside the project limits that would need to be replaced in order to shut down and tie the proposed main into the existing mains?
    - **NOT KNOW AT THIS TIME**

Stormwater Improvements

- Evaluate the current capacity of the roadway to determine if the existing rolled curb and gutter provides the proper capacity, or if all the rolled curb and gutter needs to be removed and replaced with vertical curb and gutter based on capacity.
    - **ROADWAY SHOULD HOLD THE 10 YR STORM.**
- Evaluate drainage through all intersections and determine if valley gutters are necessary to convey drainage through intersections.
    - Evaluate condition of existing valley gutters and determine if it is necessary to remove and replace existing valley gutters.
- What level of drainage analysis needs to be completed on this project?
    - **A DRAINAGE REPORT IS NEEDED.**

Underground Traffic & Street Improvements

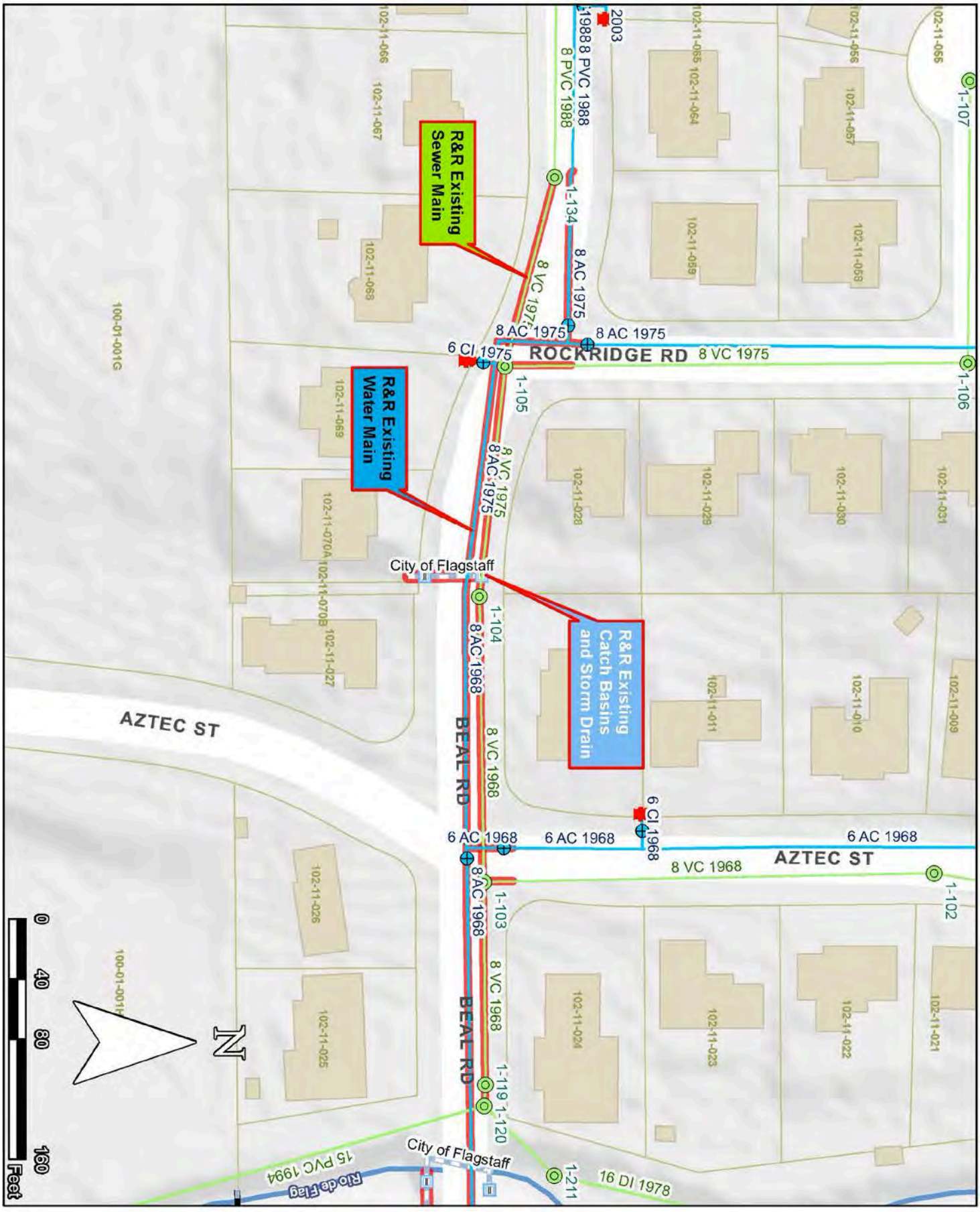
- Should installing underground electrical lines to power existing or new street lights be considered on this project?
    - **UNDETERMINED IF WILL BE INCLUDED IN THE SCOPE AT THIS TIME**
- Should removing and replacing the three (3) existing street lights with new City standard street lights be considered on this project?
    - **EVALUATE EXISTING STREET LIGHT FOR COMPLIANCE WITH CITY STANDARDS AND CONFLICT WITH OTHER PROPOSED IMPROVEMENTS, IF OUT OF COMPLIANCE OR IN CONFLICT WILL NEED TO BE REPLACED.**
- A separate funding source other than RR&SS would have to be identified for the underground electrical lines and to replace the existing street lights to new City standard street lights.

Franchise Utilities Scope

All Three Streets

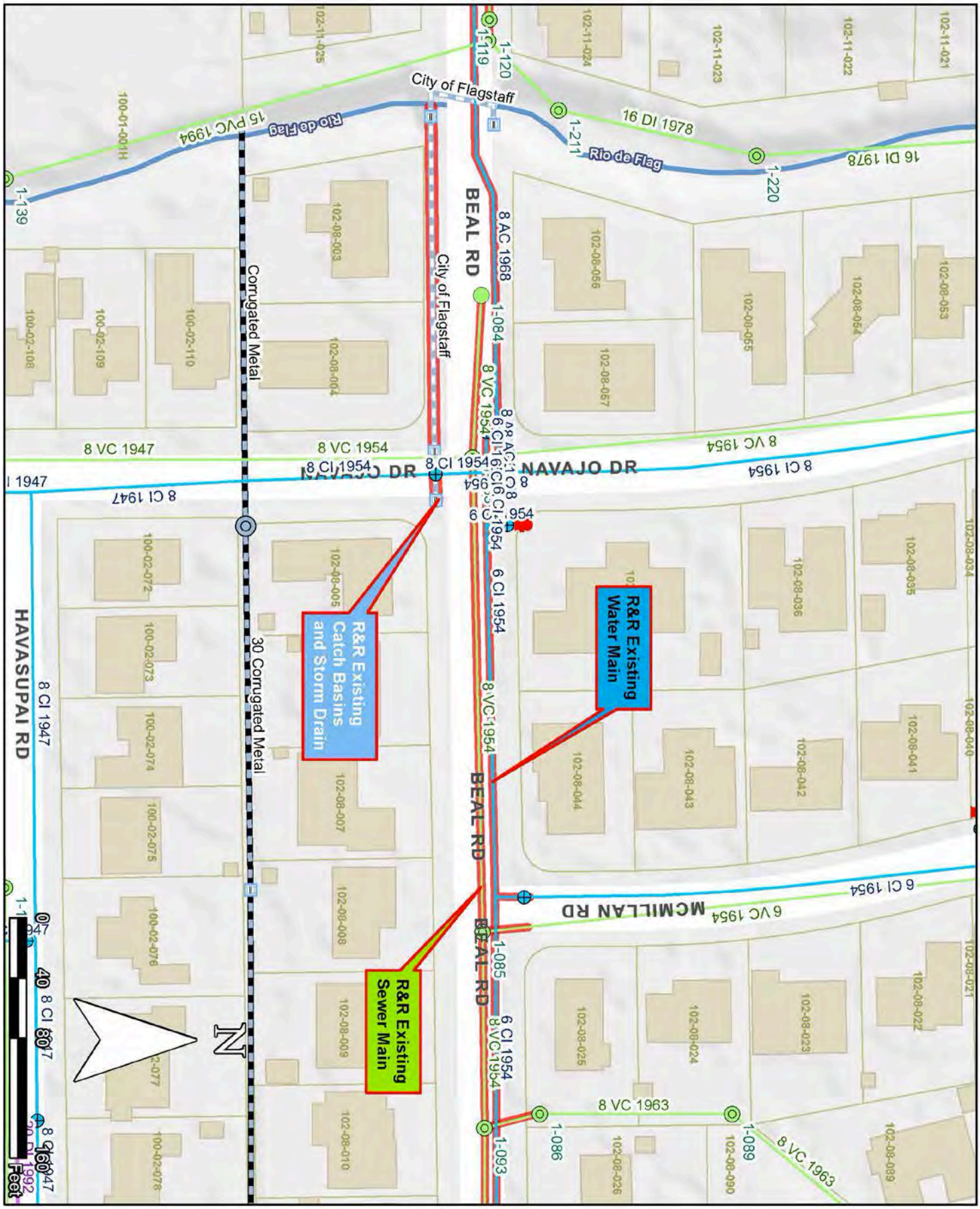
- **APS, Suddenlink, and Century Link** - all appear to be above ground and no conflicts are anticipated at this time.
- **Unisource** – Lower and/or vertically realign existing gas lines if existing elevation does not allow for minimum cover requirements as needed for construction of the new typical pavement structural section, or if the installation of new utilities does not allow for the existing gas lines to remain at the existing elevation. If existing gas lines existing elevation allows for minimum cover requirements with the new typical pavement section and placement of new utilities, then Contractor is to protect existing gas lines in place.

UTILITY IMPROVEMENT EXHIBITS
PAGES 11 - 20



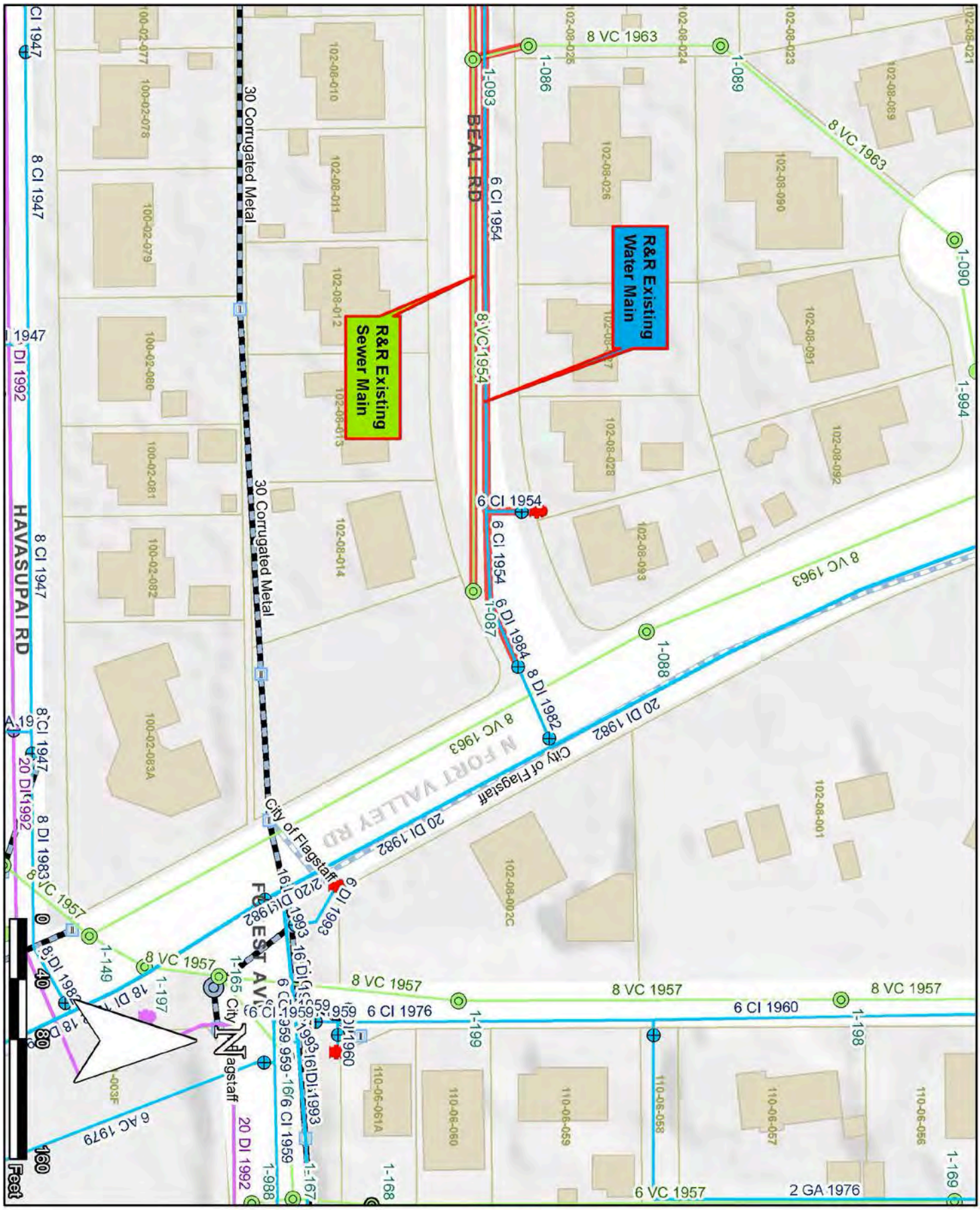
W. Beal Rd.

(1) Rockridge Rd. to Rio De Flag



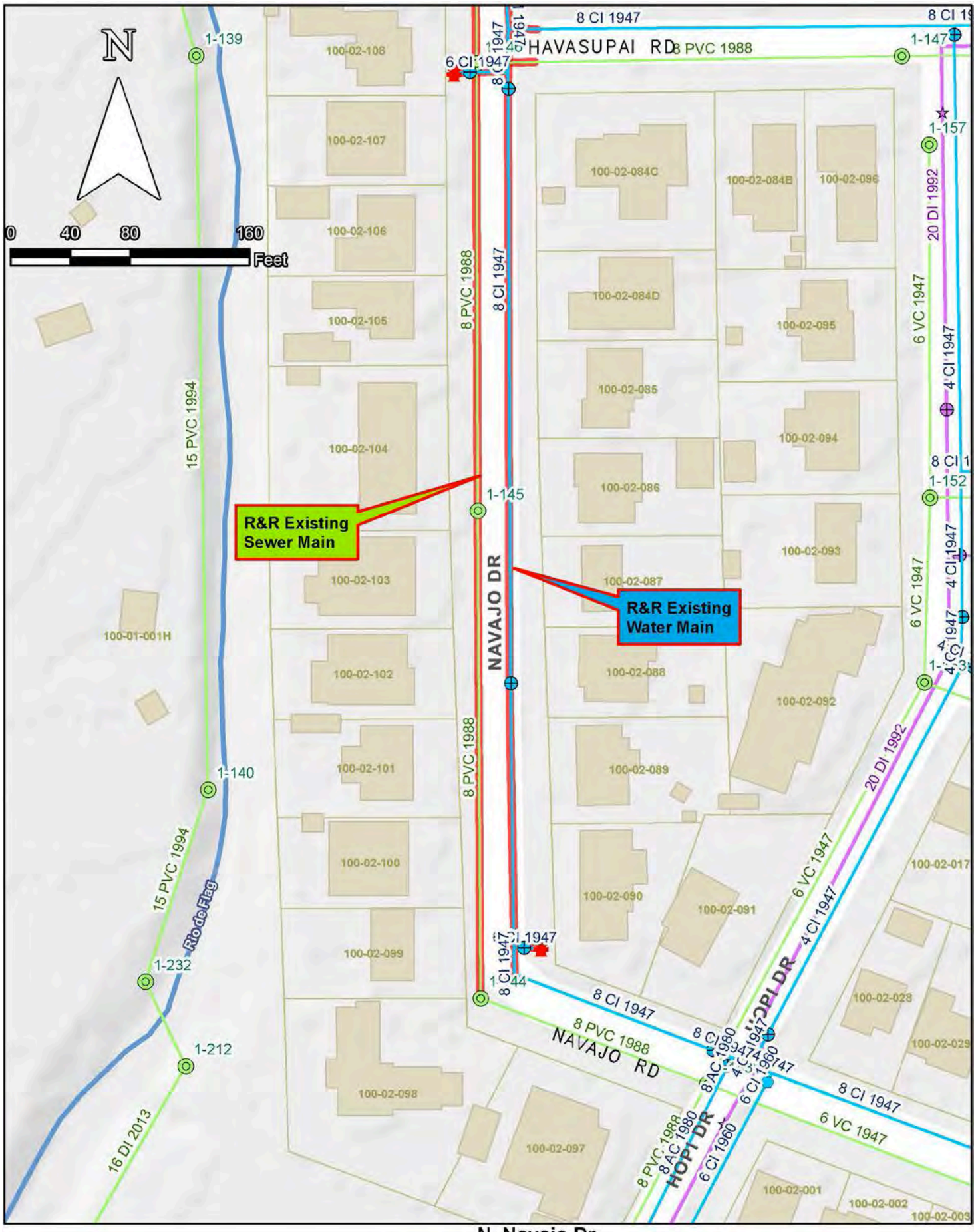
W. Beal Rd.

(2) Rio De Flag to Sewer Main West of McMillan Rd.



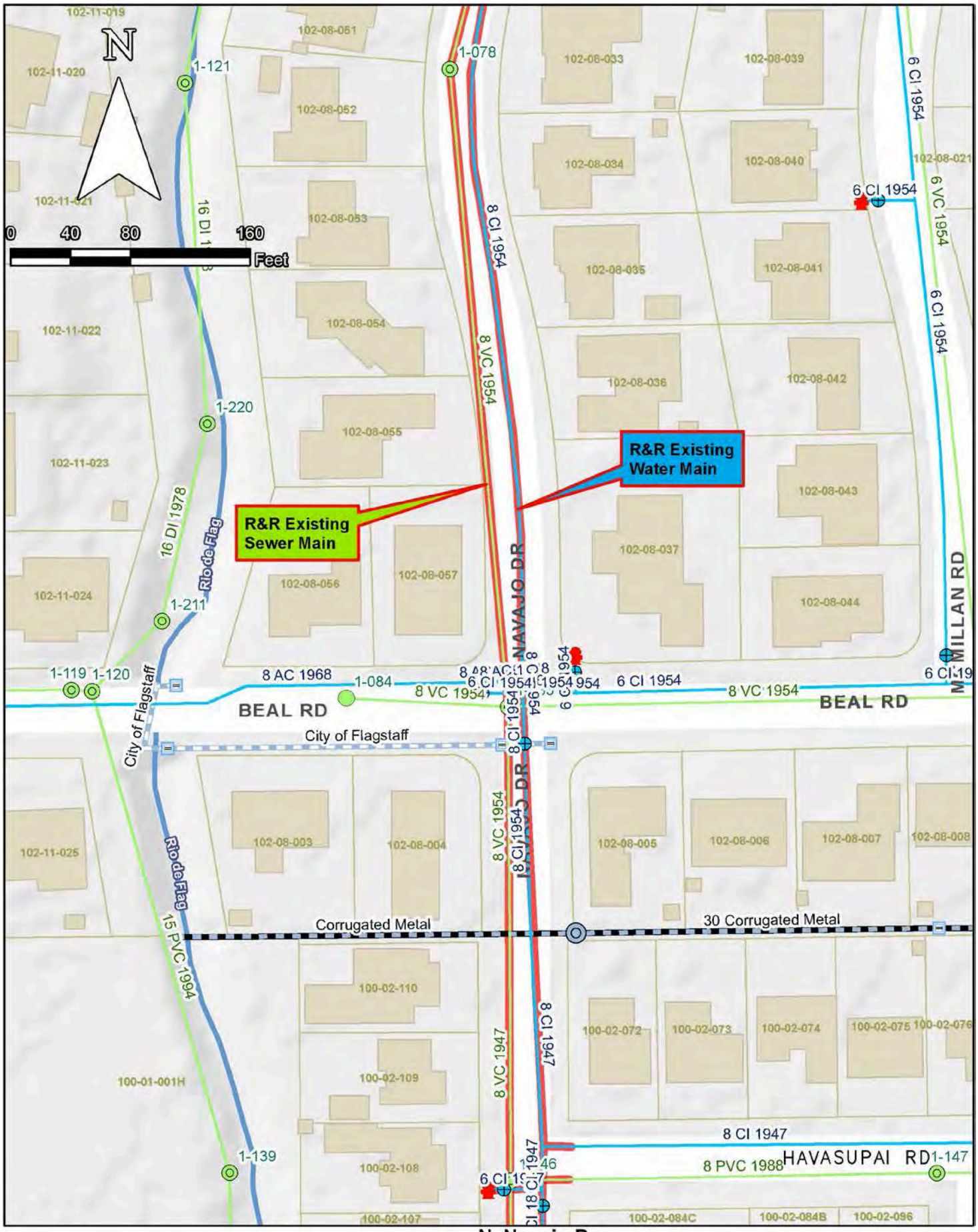
W. Beal Rd.

(3) Rio De Flag to Sewer Main West of McMillan Rd.



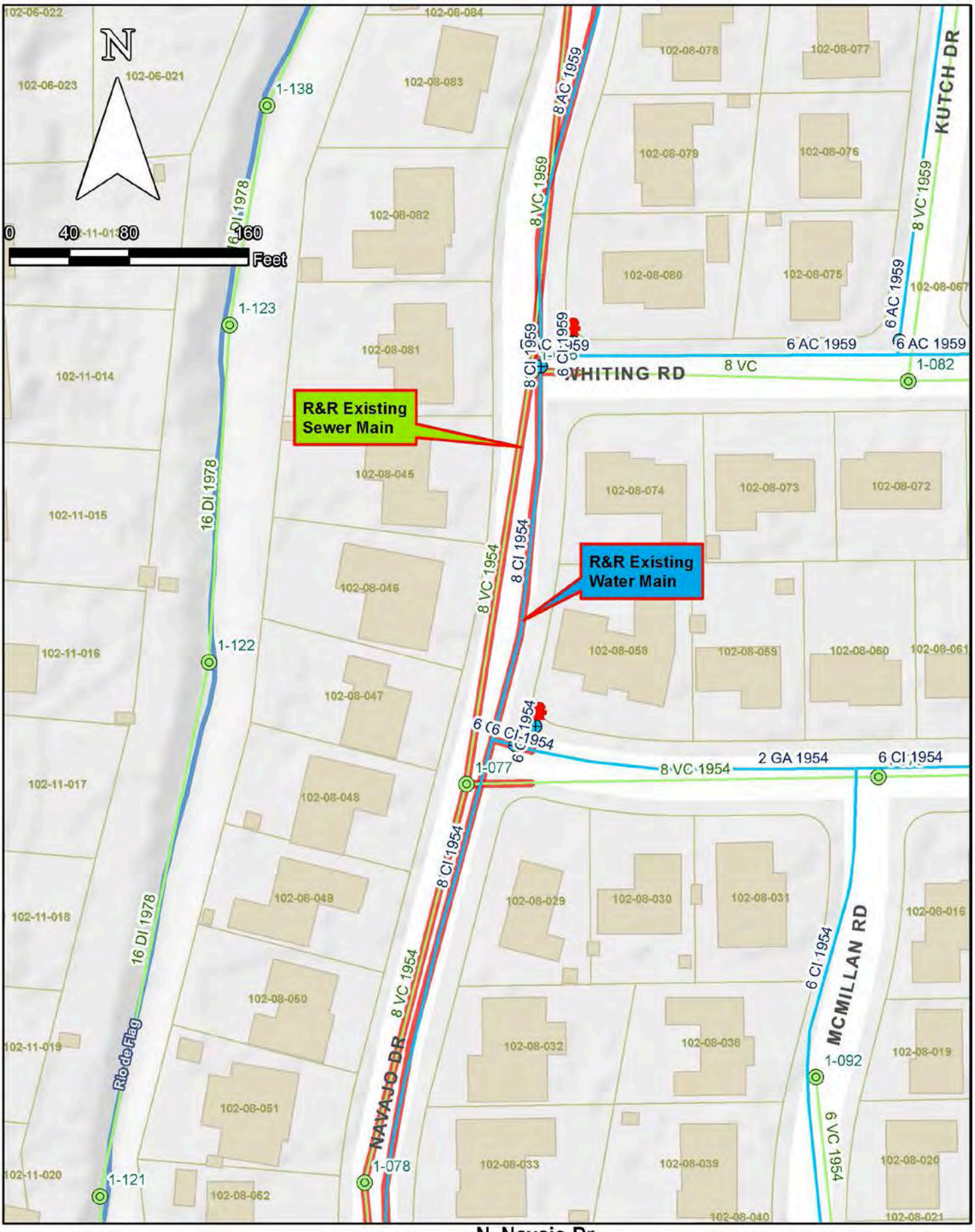
N. Navajo Dr.

(1) Navajo Rd. to Havasupai Rd.



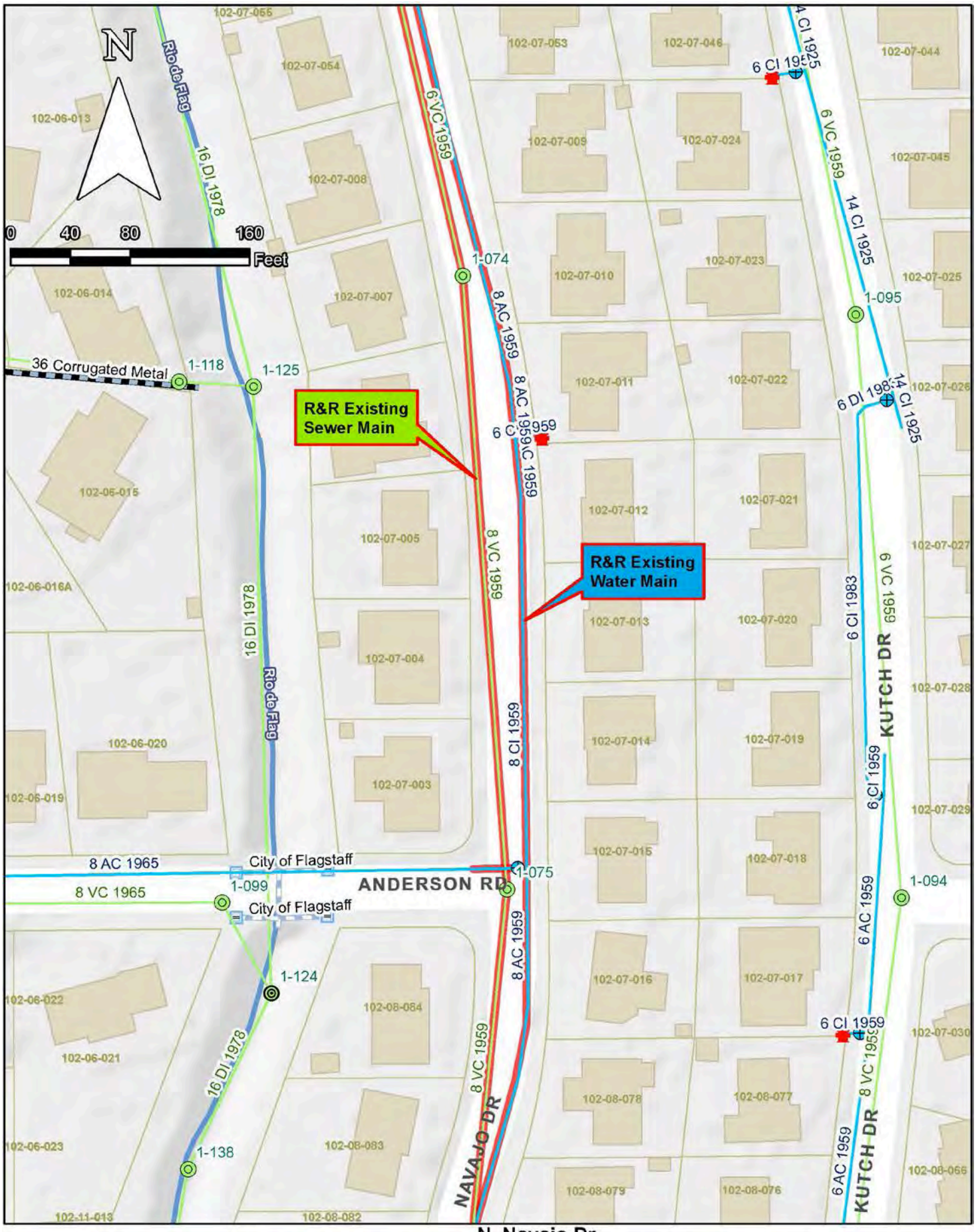
N. Navajo Dr.

(2) Havasupai Rd. to Navajo Sewer Manhole 1-078



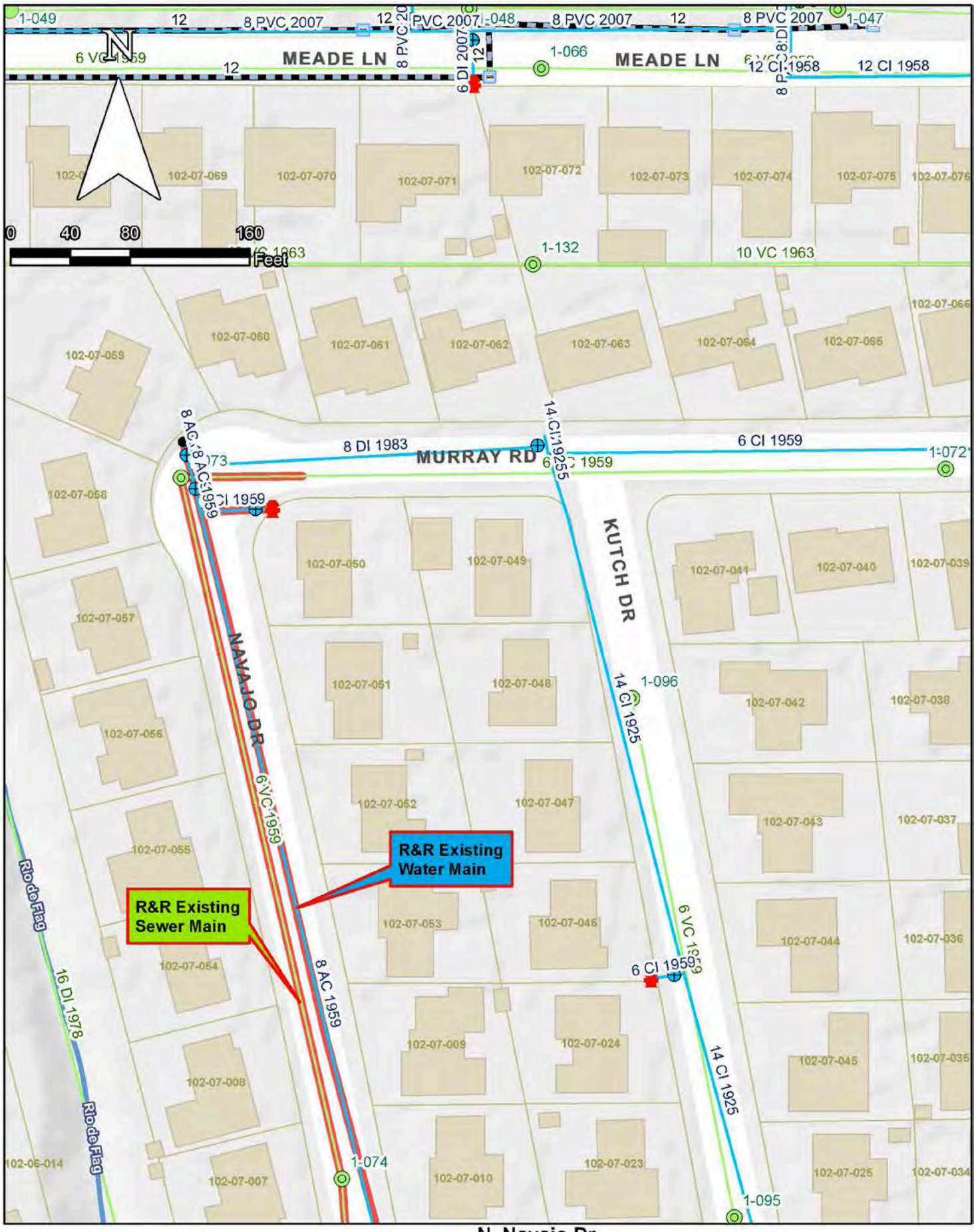
N. Navajo Dr.

(3) Navajo Sewer Manhole 1-078 to Rio De Flag Sewer Manhole 1-138



N. Navajo Dr.

(4) Rio De Flag Sewer Manhole 1-138 to Navajo Sewer Manhole 1-074

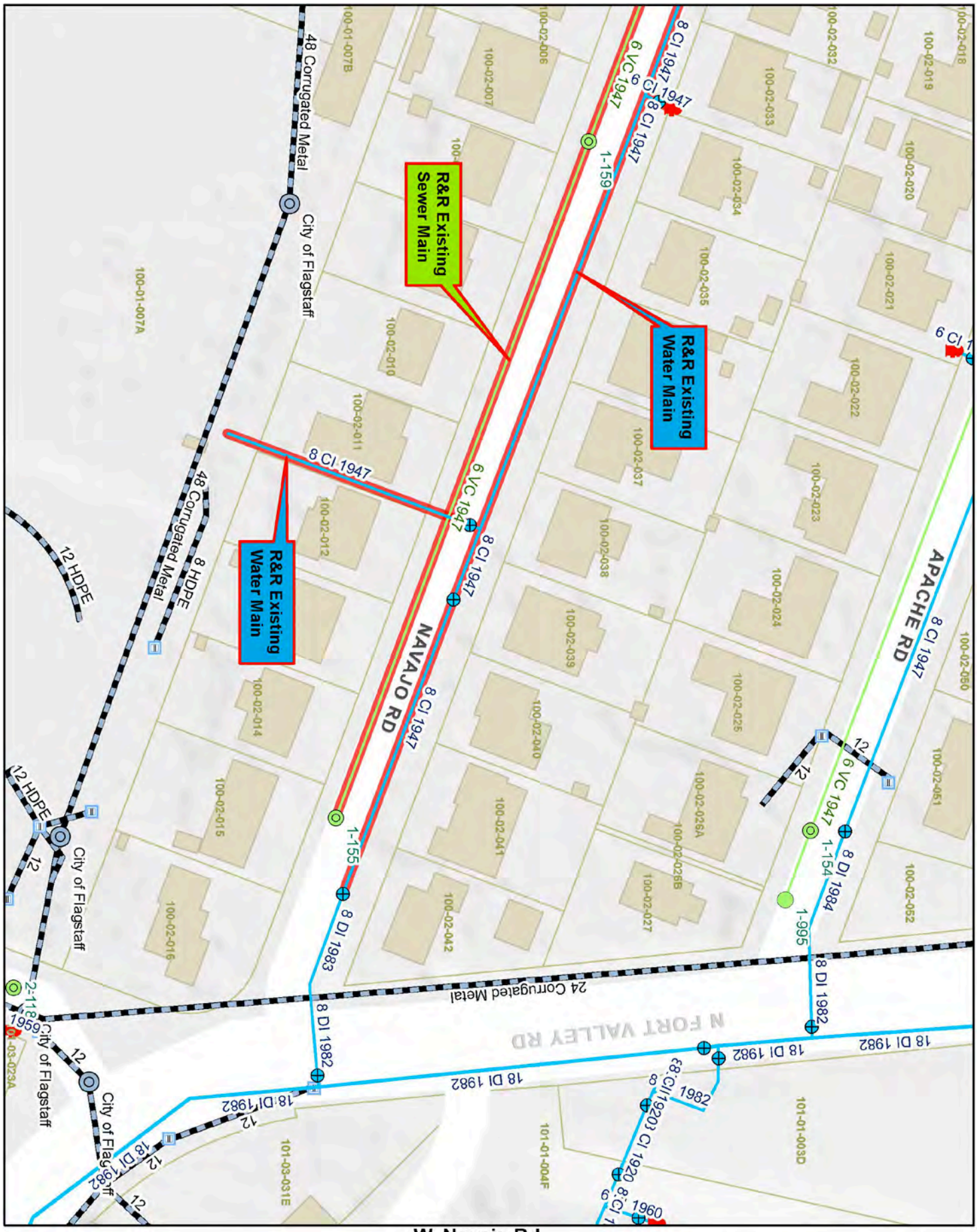


N. Navajo Dr.

(5) Navajo Sewer Manhole 1-074 to Murray Rd.

W. Navajo Rd.

(1) Navajo Dr. to Navajo Rd. Sewer Manhole 1-159



W. Navajo Rd.

(2) Navajo Rd. Sewer Manhole 1-159 to Fort Valley Rd.

Roadway Scope

W. Beal Rd.

- Remove and replace pavement structural section from approximately 120' west of Rockridge Rd. to Fort Valley Rd.
    - This will require maintaining minimum coverage over proposed and existing utilities and rebuilding small sections of adjacent streets to transition into/out of Beal Rd. as needed.
- A typical cross slope **AND OR CROSS SECTION, IF POSSIBLE,** will be determined during the design phase.
- Evaluate traffic data to determine if pavement structural section needs to be different than City's standard structural section for collector streets.
- Evaluate existing right-of-way and feedback from community outreach efforts during design to determine if it is possible to install new sidewalk to connect to the existing sidewalk along Beal Rd. at the Rio De Flag to the existing sidewalk at Fort Valley Rd.
    - A separate funding source other than RR&SS would have to be identified for the sidewalk as it does not currently exist.
- Remove and replace existing rolled curb and gutter with either roll curb and gutter or vertical curb and gutter, as determined by the drainage report and community outreach efforts during design.
- **EVALUATE CONDITION OF CURB AND GUTTER BETWEEN ROCKRIDGE AND AZTEC AND RECOMMEND REMOVAL.**
- Remove and replace existing select edge improvements.
    - Select edge improvements: curb and gutter, sidewalk, sidewalk ramps, and driveways.
- Remove and replace all street signs affected by construction with new signs to current City of Flagstaff Standards.
- Remove, re-establish, and document (including recordation) all affected survey monuments and handholes.
- Existing striping plan will be assessed for possible improvements during the design phase.
- Contractor to protect existing landscape improvements. Contractor will remove and replace in kind any landscape improvements needed for construction of improvements.

N. Navajo Dr.

- Remove and replace pavement structural section from Navajo Rd. to Murray Rd.
    - This will require maintaining minimum coverage over proposed and existing utilities and rebuilding small sections of adjacent streets to transition into/out of Navajo Dr.as needed.
- A typical cross slope **AND OR CROSS SECTION, IF POSSIBLE,** will be determined during the design phase.
- Evaluate traffic data to determine if pavement structural section needs to be different than City's standard structural section for local streets.
- Remove and replace existing rolled curb and gutter with either roll curb and gutter or vertical curb and gutter, as determined by the drainage report and community outreach efforts during design.
- Remove and replace existing select driveways.
- Remove and replace all street signs affected by construction with new signs to current City of Flagstaff Standards.
- Remove, re-establish, and document (including recordation) all affected survey monuments and handholes.
- Contractor to protect existing landscape improvements. Contractor will remove and replace in kind any landscape improvements needed for construction of improvements.

W. Navajo Rd.

- Remove and replace pavement structural section from Navajo Dr. to Fort Valley Rd.
    - This will require maintaining minimum coverage over proposed and existing utilities and rebuilding small sections of adjacent streets to transition into/out of Navajo Rd. as

needed.

- A typical cross slope **AND OR CROSS SECTION, IF POSSIBLE,** will be determined during the design phase.
- Evaluate traffic data to determine if pavement structural section needs to be different than City's standard structural section for collector streets.
- Evaluate existing right-of-way and feedback from community outreach efforts during design to determine if it is possible to install new sidewalk to connect the existing sidewalk along Hopi Dr. to the existing sidewalk at Fort Valley Rd.
    - A separate funding source other than RR&SS would have to be identified for the sidewalk as it does not currently exist.
- Remove and replace existing rolled curb and gutter with either roll curb and gutter or vertical curb and gutter, as determined by the drainage report and community outreach efforts during design.
- Remove and replace existing select edge improvements.
    - Select edge improvements: curb and gutter, sidewalk, sidewalk ramps, and driveways.
- Remove and replace all street signs affected by construction with new signs to current City of Flagstaff Standards.
- Remove, re-establish, and document (including recordation) all affected survey monuments and handholes.
- Existing striping plan will be assessed for possible improvements during the design phase.
- Contractor to protect existing landscape improvements. Contractor will remove and replace in kind any landscape improvements needed for construction of improvements.

Funding

There are two Phases to the Coconino Estates Improvements. Phase I has been described above and Phase II is three streets north of W. Meade Ln. as described below, and all three streets having a scope simply described as replacing sewer and water mains, sewer and water services, pavement structural section, and select edge improvements (very similar scope to Navajo Dr. in Phase I).

- N. Crescent Drive – W. Meade Lane to N. Talkington Drive
- N. Navajo Drive – N. Talkington Drive to W. Elizabeth Drive
- W. Elizabeth Drive – N. Navajo Drive to N. Talkington Drive

- The preliminary construction cost estimate for the Coconino Estates Improvements Phase I is in the rage of $6,300,000 - $6,200,000.
- The preliminary total combined construction cost estimate for the Coconino Estates Improvements Phase I and Phase II is in the rage of $9,700,000 - $9,600,000.
- Approved budget for FY 19 is $1,034,298 from the **Road Repair and Street Safety** – Utility Replacements and Overlays – Coconino Estates appropriations. The FY 19 budget will be used for costs associated with the initial design of the Coconino Estates Improvements Phase I and Phase II. The FY 20 budget is $3,901,300 and will be used to cover the remainder of the design of the Coconino Estates Improvements Phase I and Phase II and possibly the beginning of the construction on Phase I. FY 21 and FY 22 proposed budgets are $5,028,400 and $2,489,200, respectively, which will be used to cover the construction cost of the Coconino Estates Improvements Phase I and Phase II.

Schedule

Coconino Estates Improvements Phase I

- Design anticipated to start spring 2019.
- Design anticipated to be complete spring 2020.
- Construction is anticipated to start summer 2020.
- Construction is anticipated to be complete fall 2021.

Coconino Estates Improvements Phase II

- Design anticipated to start summer 2019.
- Design anticipated to be complete summer 2020.
- Construction is anticipated to start spring 2021.
- Construction is anticipated to be complete fall 2021.

During Construction

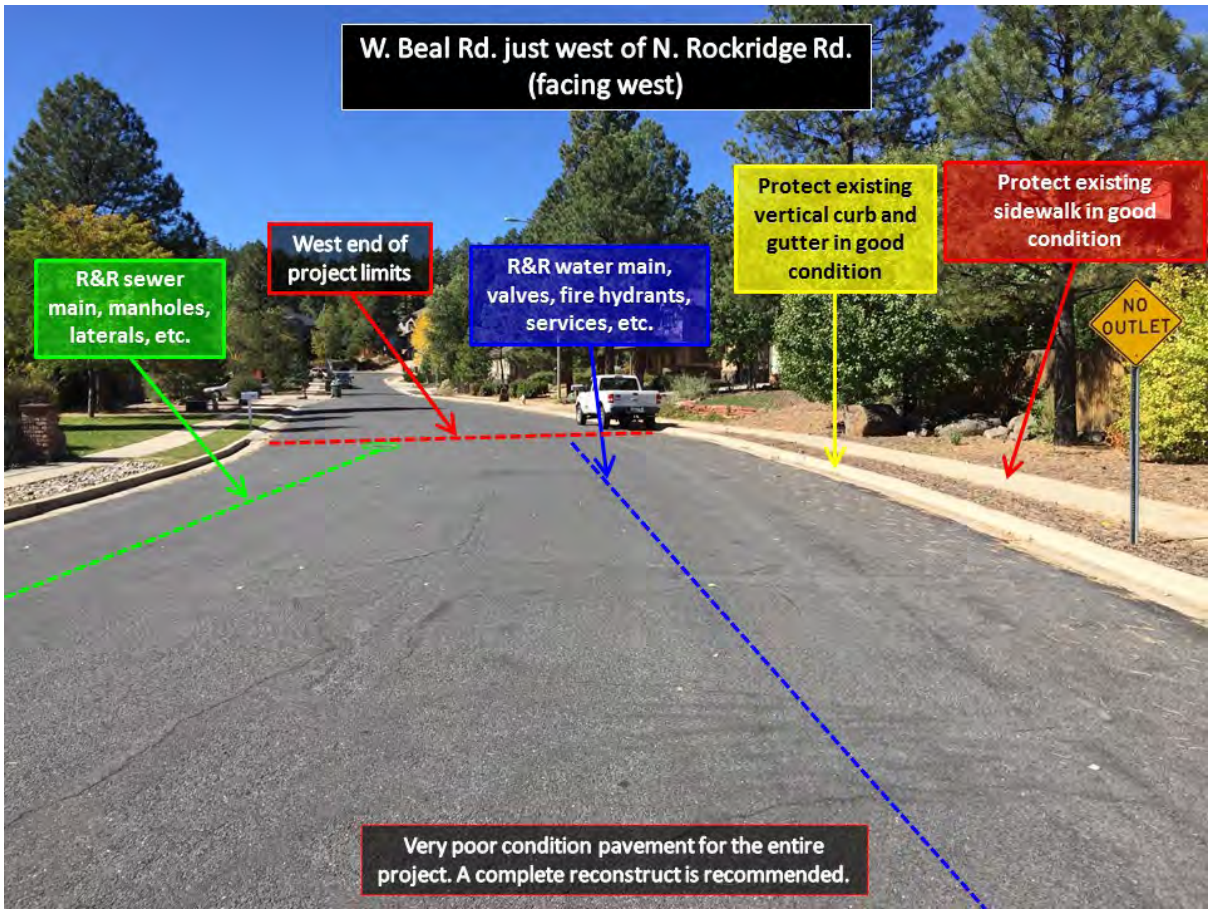
PARKS Perspective

- **The two (2) entrances to the FUTS will need to be considered, and quite frankly closed to travelers when construction along Beal is in this area.**
- **There is a way to re-route either down Aztec or Navajo (depending on that construction schedule), or simply close and re-route down 180.**
- **Martin's expertise here is desired and approval of that TCP when the time comes.**

W. Beal Rd.

Pictures and Descriptions

Figure 2. R&R water/sewer mains & appurtenances, and pavement section.



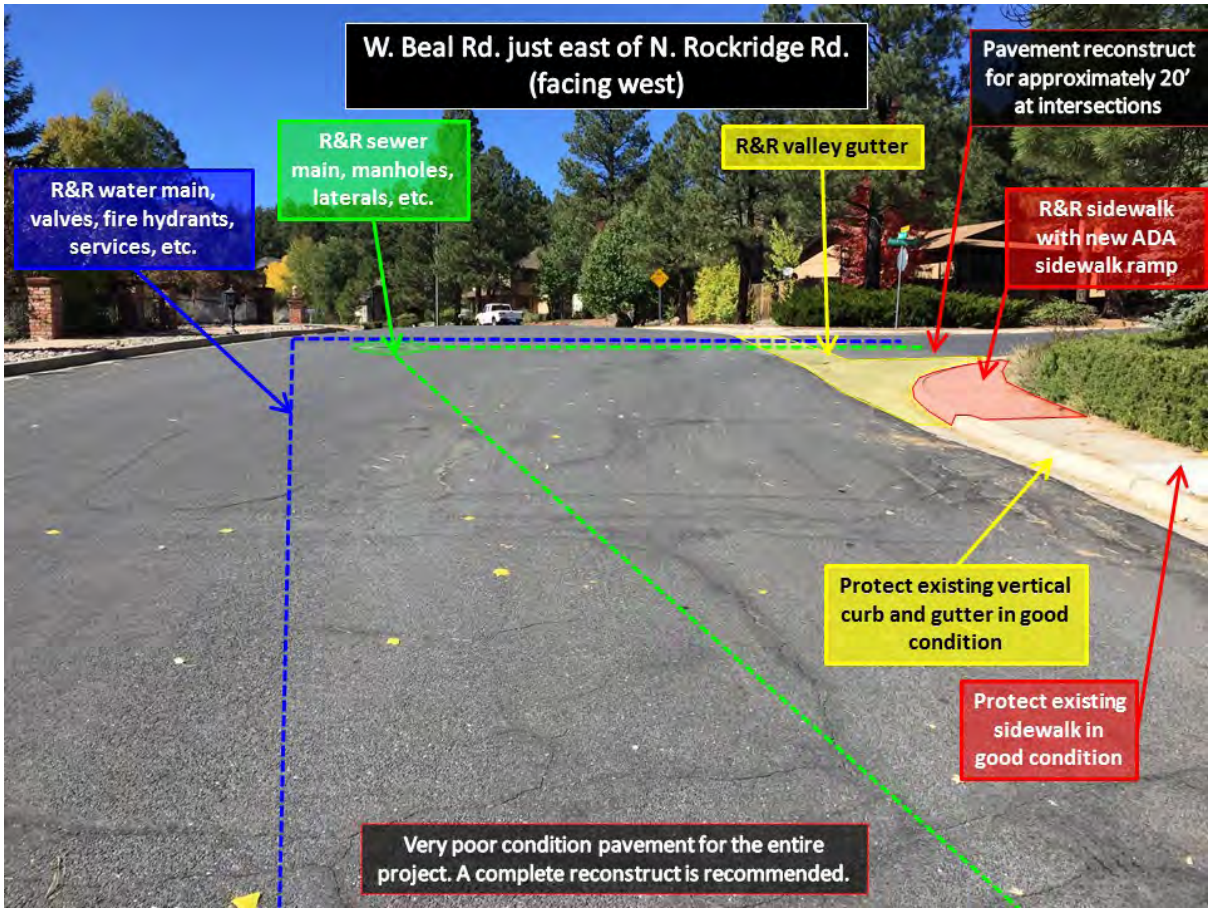


Figure 3. R&R water/sewer mains & appurtenances, pavement section, valley gutter, and sidewalk with ADA ramp.

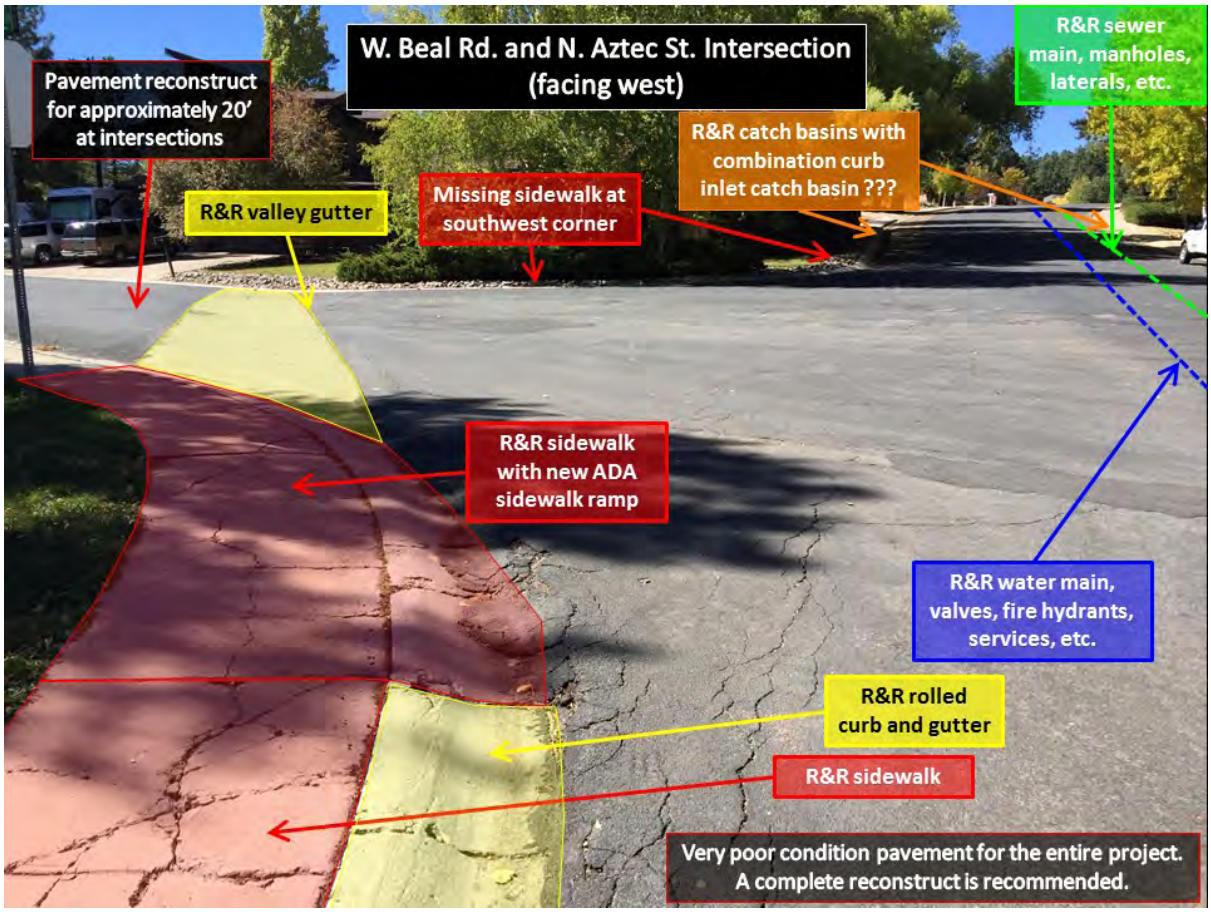


Figure 4. R&R water/sewer mains & appurtenances, pavement section, valley gutter, and catch basins??? .

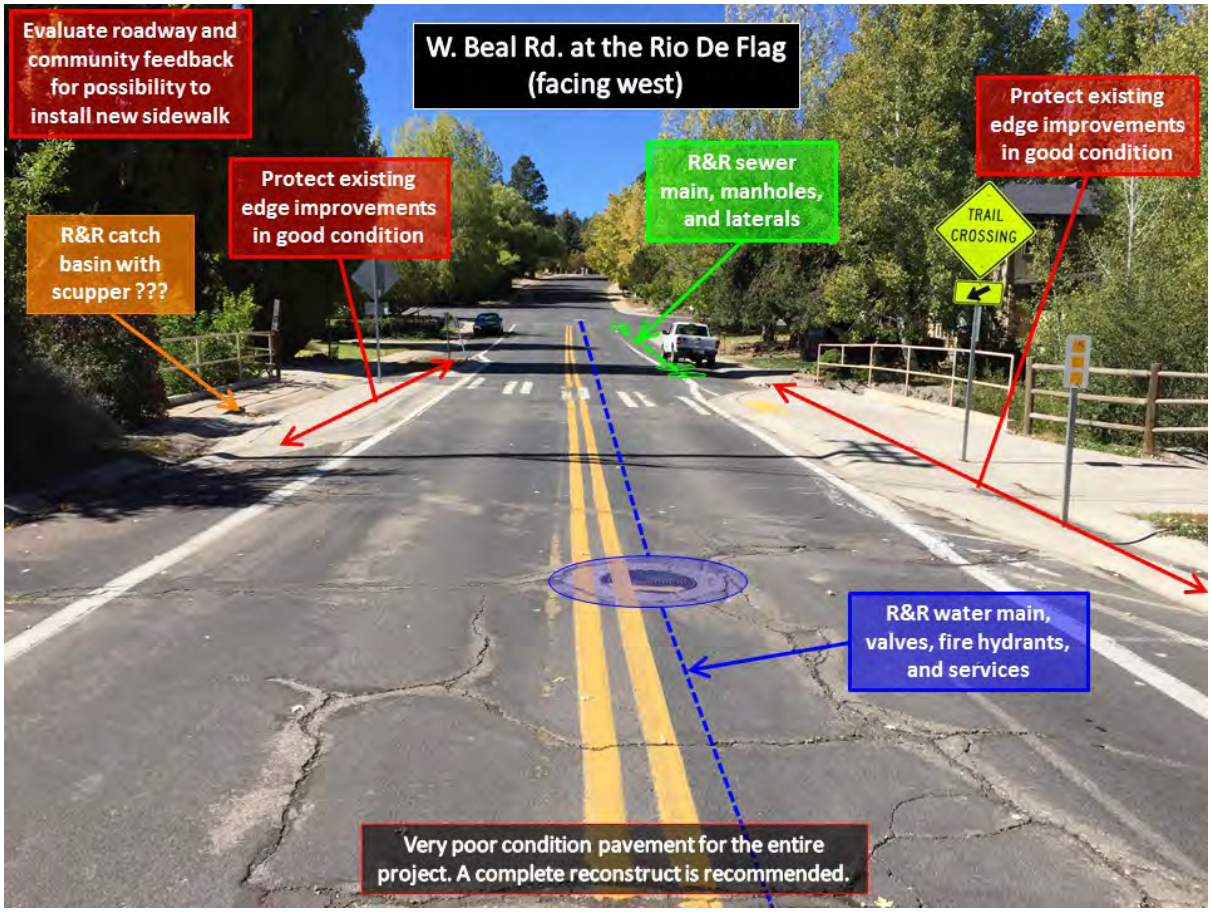


Figure 5. R&R water/sewer mains & appurtenances, pavement section, and catch basin with scupper??? .

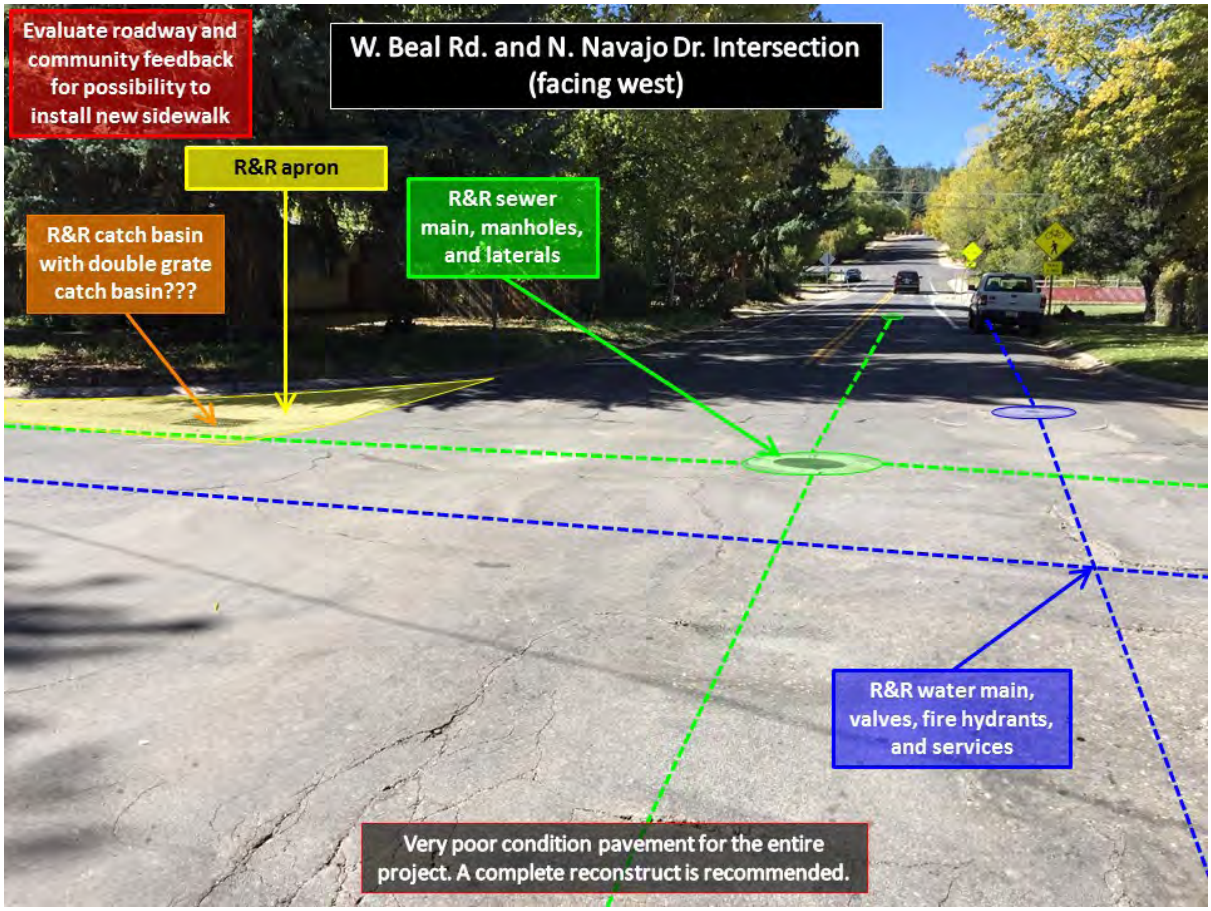


Figure 6. R&R water/sewer mains & appurtenances, pavement section, apron, and catch basin (CB) with double grate CB.

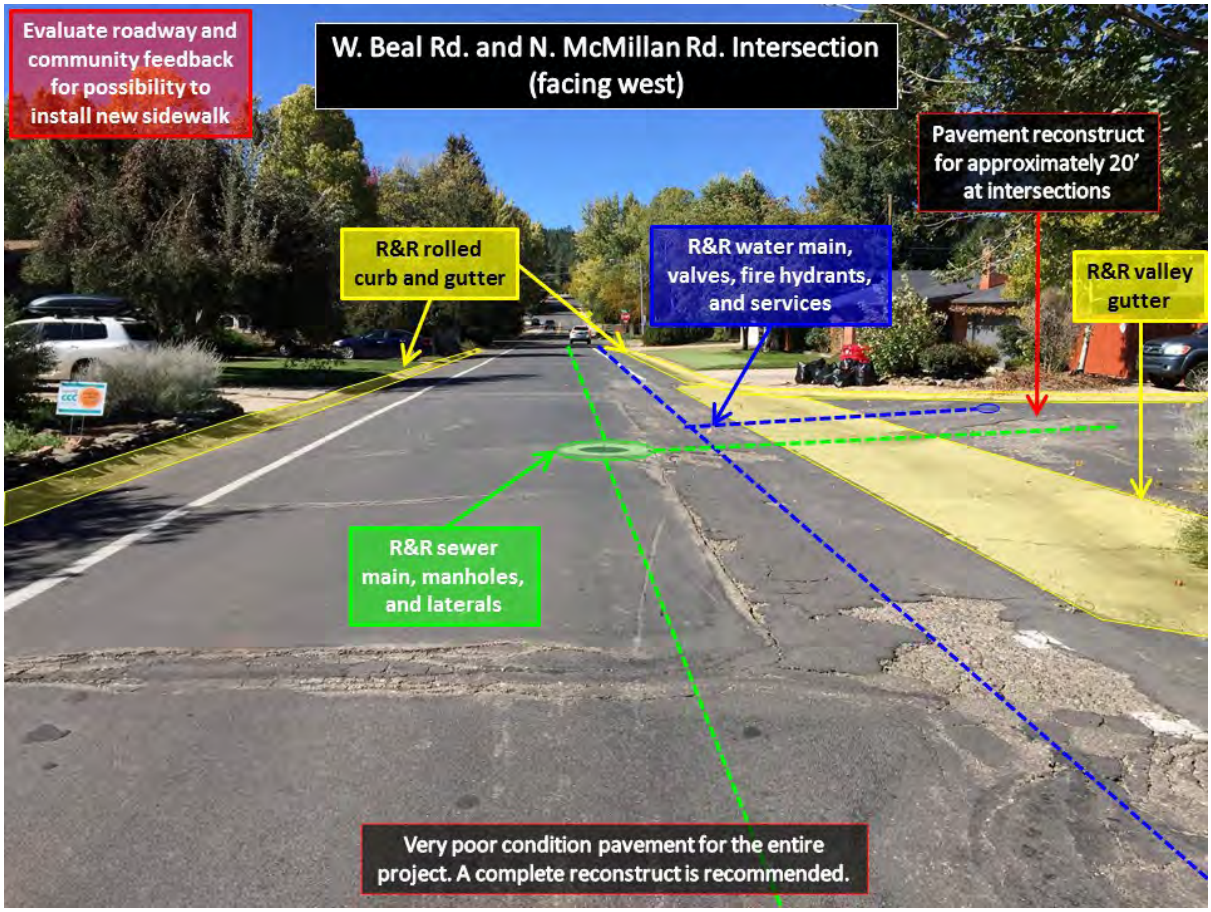


Figure 7. R&R water/sewer mains & appurtenances, pavement section, valley gutter, and rolled curb and gutter.

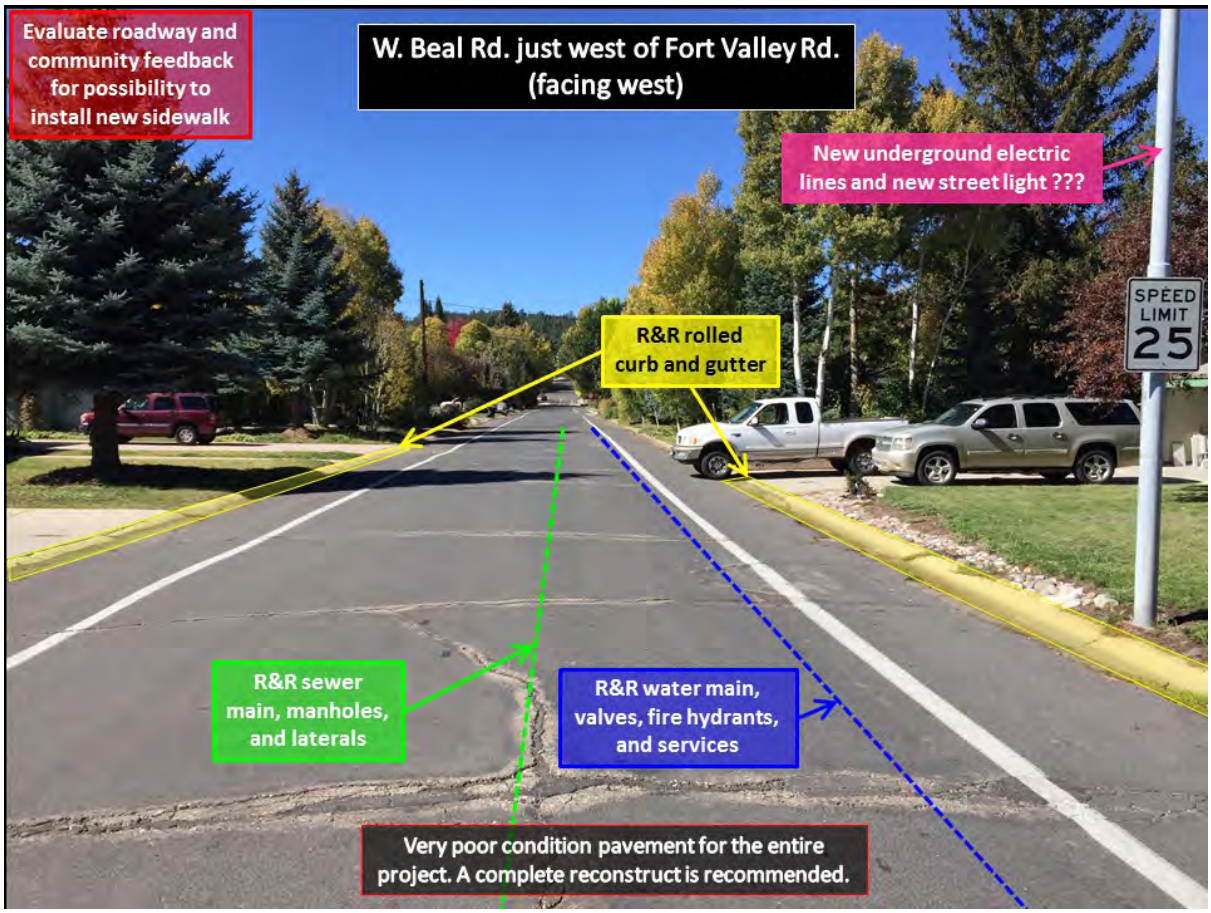


Figure 8. R&R water/sewer mains & appurtenances, pavement section, rolled curb and gutter, and street light??? .

N. Navajo Dr.

Pictures and Descriptions

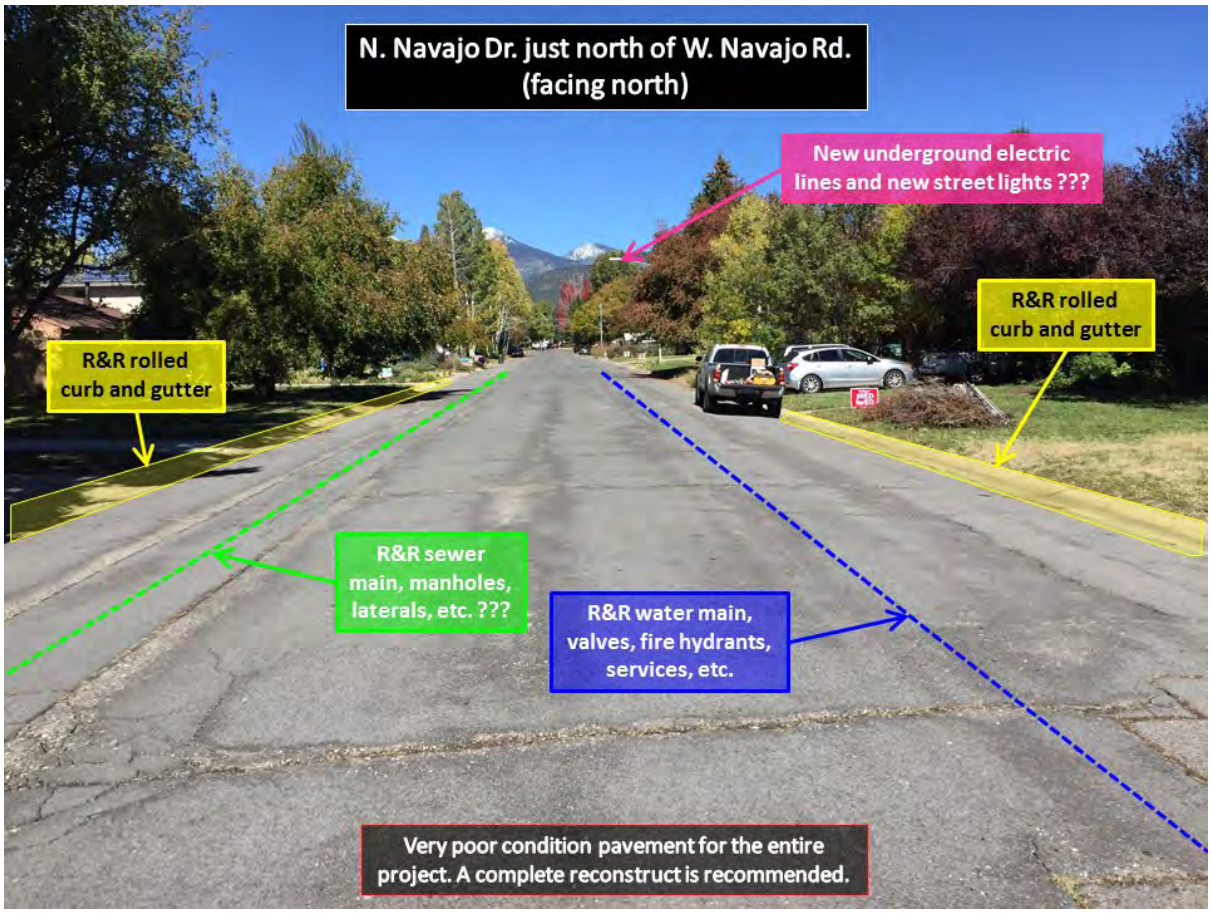


Figure 9. R&R water/sewer??? mains & appurtenances, pavement section, rolled curb and gutter, and street lights??? .

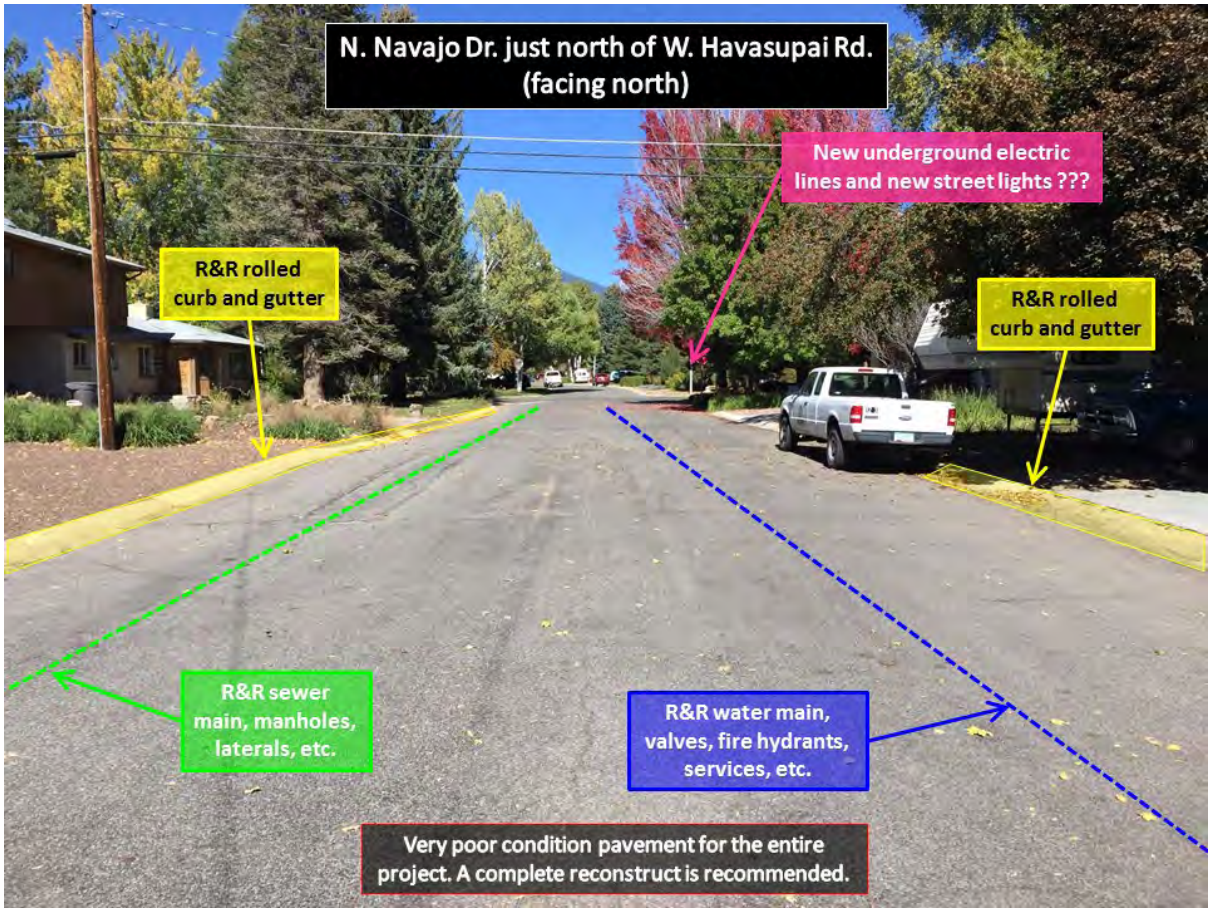


Figure 10. R&R water/sewer mains & appurtenances, pavement section, rolled curb and gutter, and street lights??? .

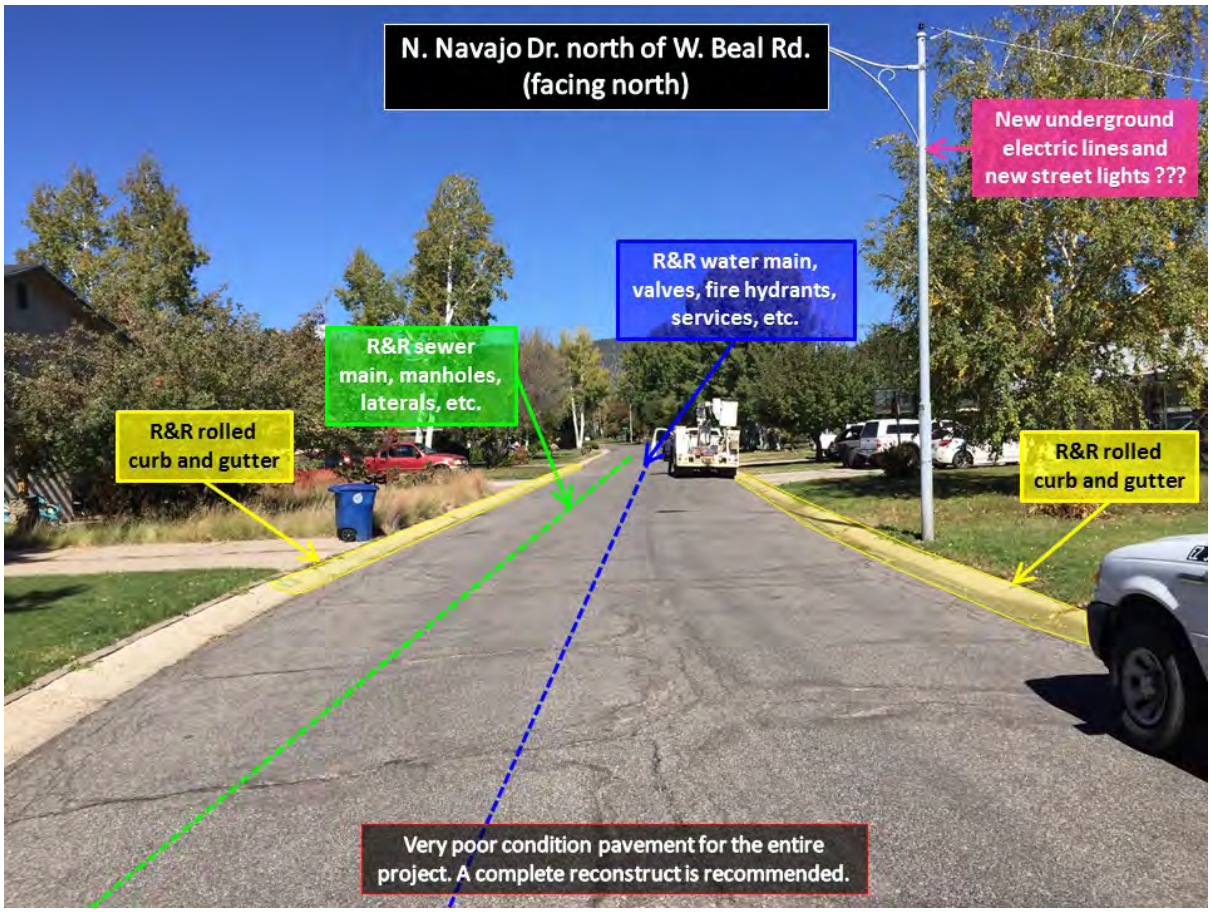


Figure 11. R&R water/sewer mains & appurtenances, pavement section, rolled curb and gutter, and street lights??? .

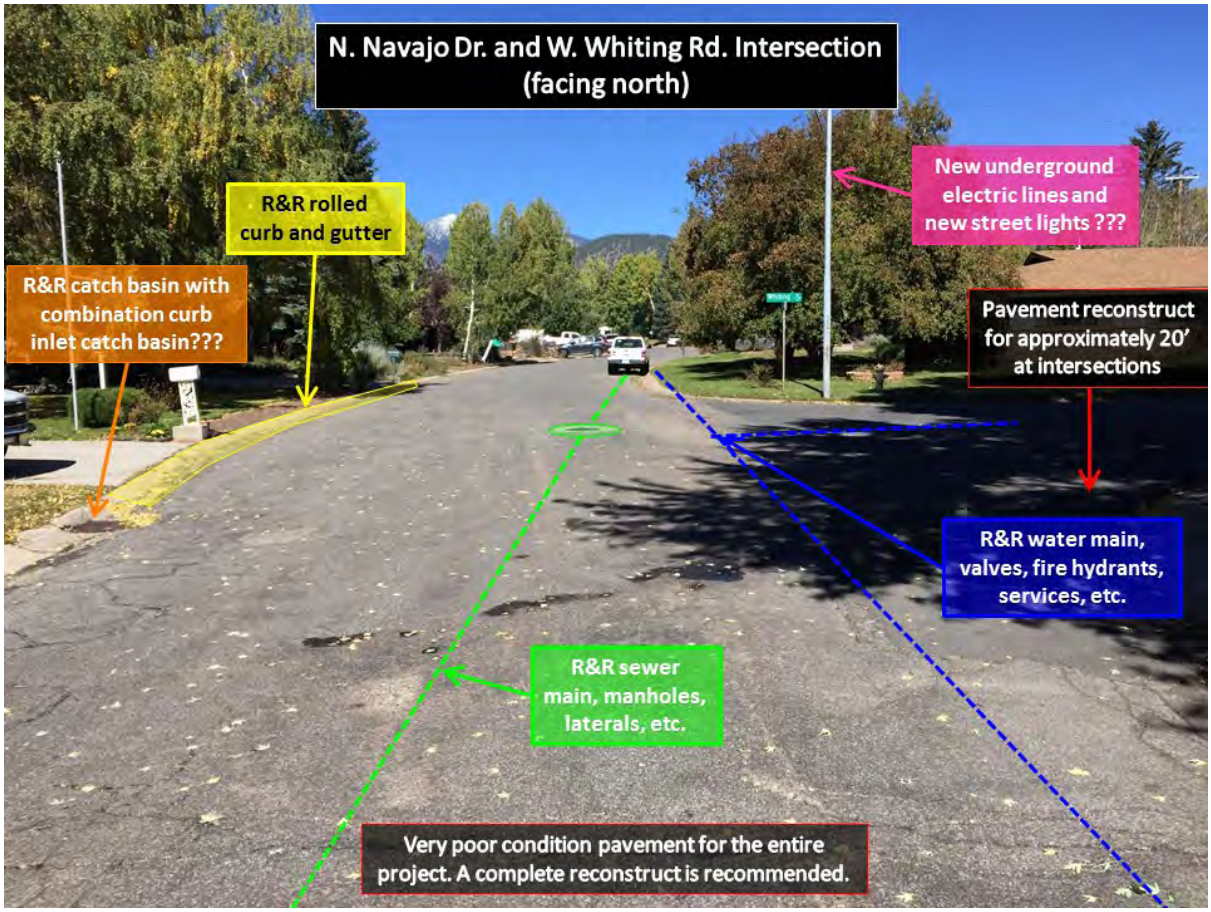


Figure 12. R&R water/sewer mains & appurtenances, pavement section, catch basin???, and street lights??? .

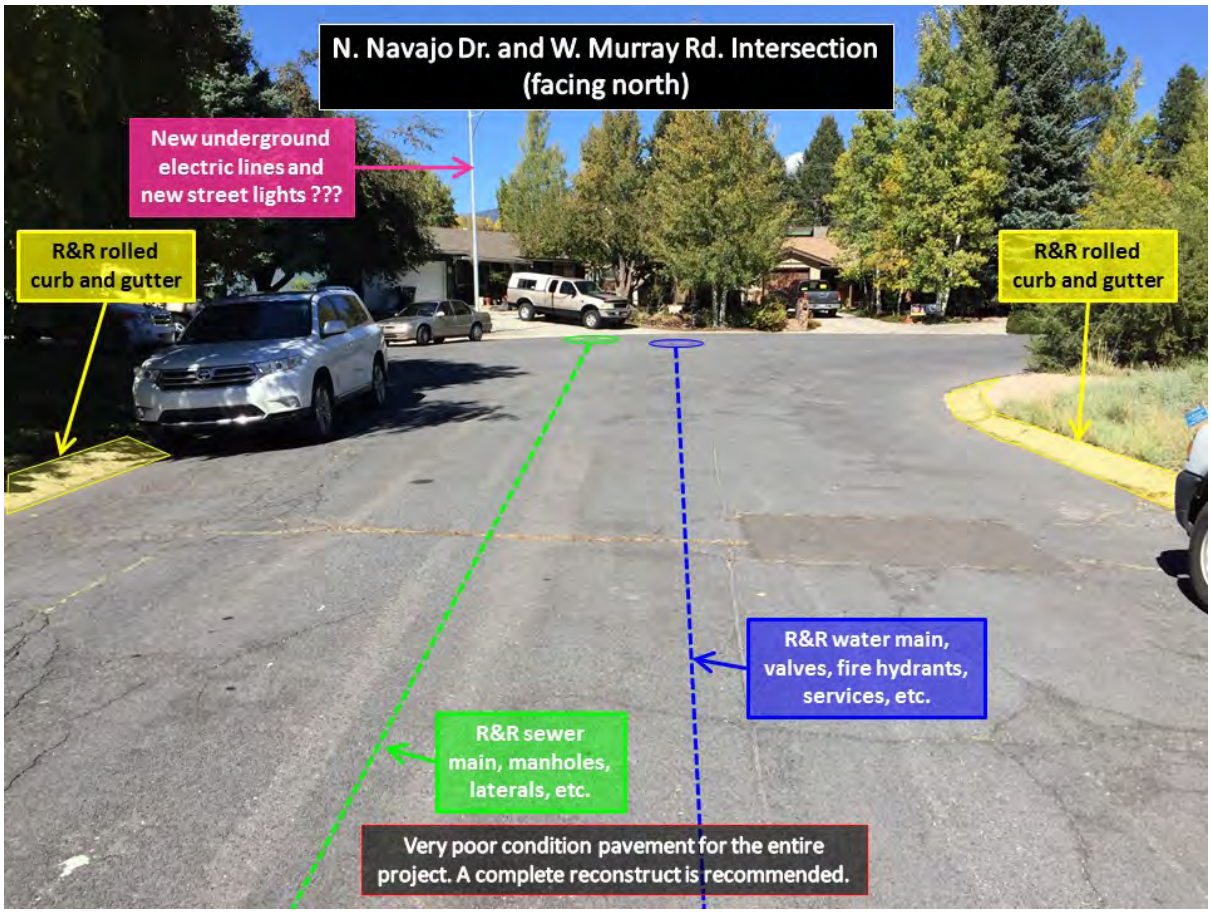


Figure 13. R&R water/sewer mains & appurtenances, pavement section, rolled curb and gutter, and street lights??? .

W. Navajo Rd.

Pictures and Descriptions

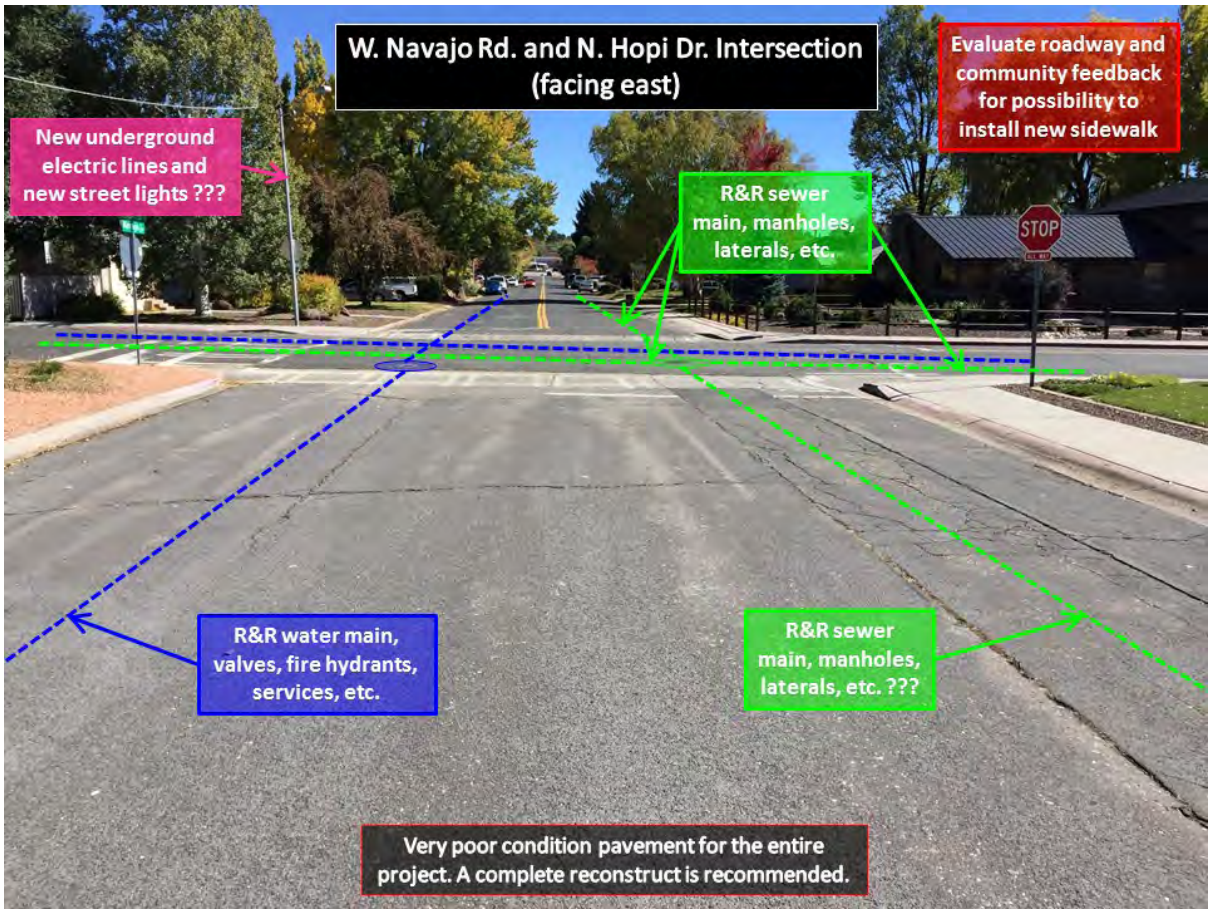


Figure 14. R&R water/sewer??? mains & appurtenances, pavement section, and street lights??? .

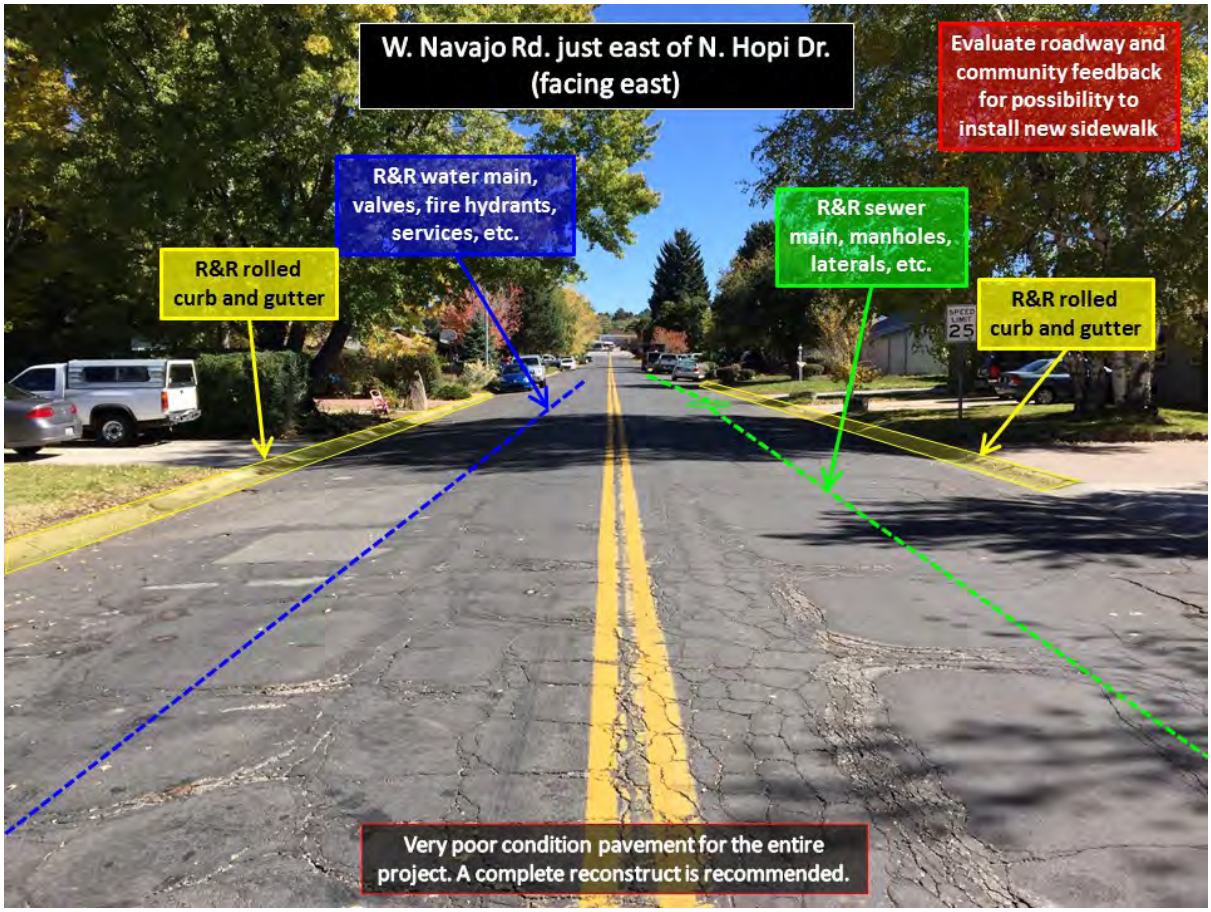


Figure 15. R&R water/sewer mains & appurtenances, pavement section, and rolled curb and gutter.

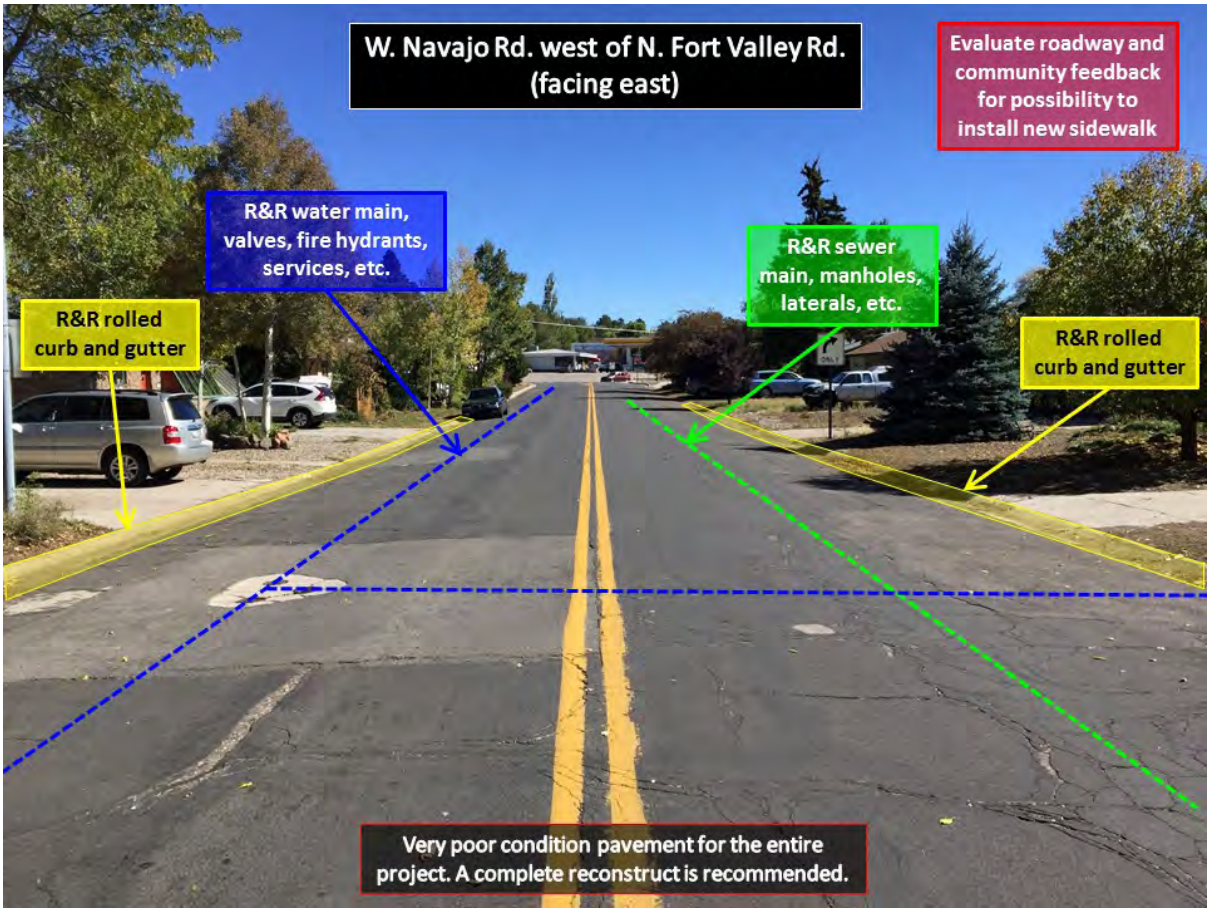


Figure 16. R&R water/sewer mains & appurtenances, pavement section, and rolled curb and gutter.

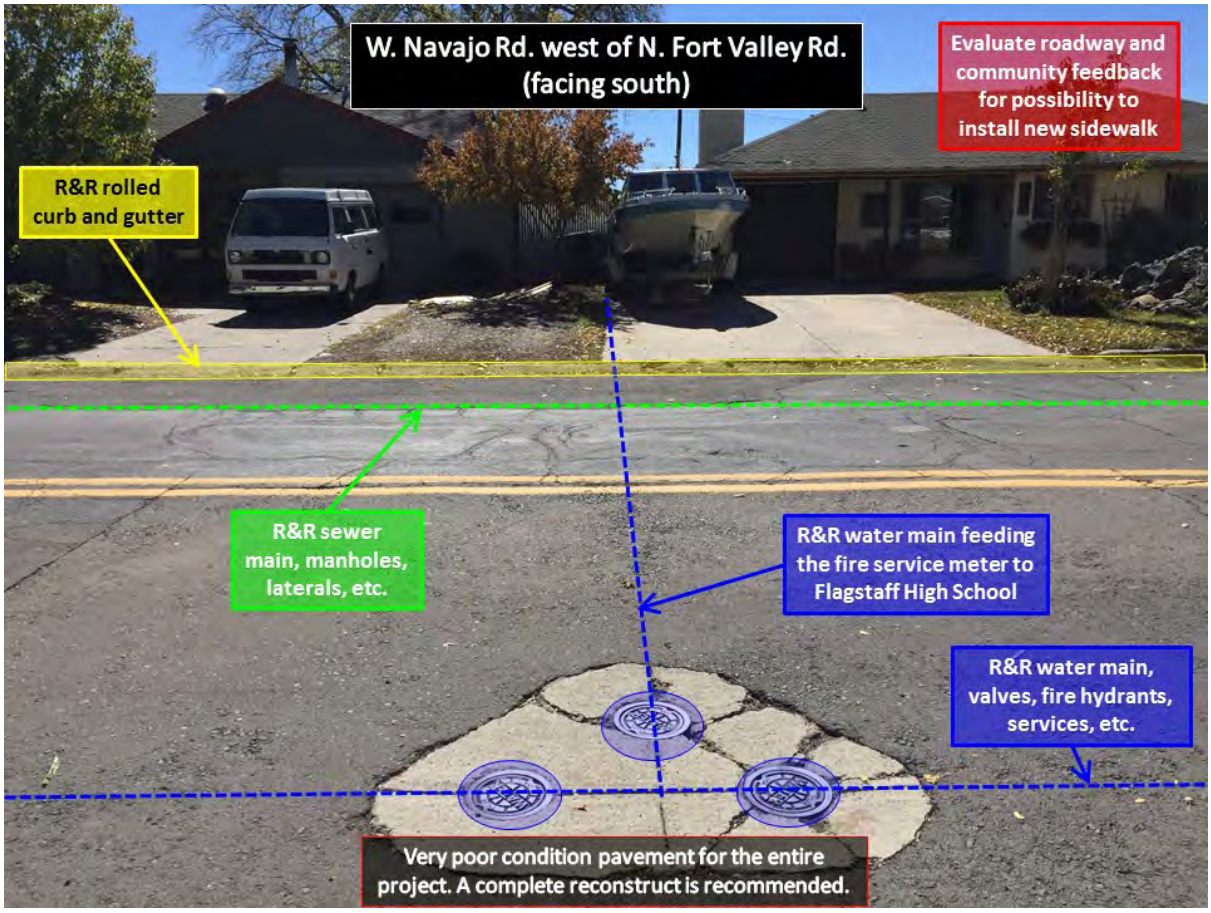


Figure 17. R&R water main and appurtenances that feed the fire service meter to Flagstaff High School.

Figure 18. R&R water main and appurtenances, pavement section, and rolled curb and gutter.

Northland Exploration Surveys, Inc.

EXHIBIT B

March 20, 2019

Peak Engineering, Inc.
Julie Leid
110 N. Agassiz Street
Flagstaff, AZ 86001

RE: Right-of-Way and topographical survey of several streets as part of the Coconino Estates, Phase 1 project, City of Flagstaff, Coconino County, Arizona.

Dear Ms. Leid,

We appreciate the opportunity to offer you survey services for the above mentioned projects.

Per our meeting on February 19, 2019, we are proposing the following survey services. This project consists of the Right-of-Way and topographic surveying for the following streets: Navajo Road from Highway 180, West and North to Murray Road; Whipple Road, Navajo Drive to McMillan Road; and Beal Road from Highway 180 to Rockridge Road.

We will survey existing control for each of the subdivisions involved to determine the Right-of-Way boundaries along the extent of the project. We will search for or re-establish the centerline monuments along Navajo Drive, Navajo Road, Beal Road and Rockridge Roads.

This project will also consist of establishing survey control along the extent of the project as well as survey the existing visible street improvements, including trees, along the above mentioned streets, as well as approximately a half block of the cross streets. We will also survey the existing driveways, garages, sidewalks, landscaping, such as fences and garden edges, and finish floors of the existing houses.

We will also survey the public utility surface appurtenances; but will not conduct the survey of the potholes or the measure downs of the utilities below the surface.

Also, as part of this project, we will conduct topographic surveys of two separate locations of Flagstaff High School for connection/disconnection of waterline purposes, if needed. Also, if needed, we will draft a legal description and exhibit for a proposed waterline easement over Flagstaff High School property.

We will conduct the survey utilizing the City of Flagstaff Low Distortion coordinate system and NAVD 88 Vertical Datum. We will deliver an ASCII files of the surveyed points, a digital and a hard copy at a scale of 1" = 20'.

We propose to conduct each the above mentioned survey services for the following fixed fees.

PRE-ENGINEERING **PHASE:** SEPARATE PROPOSAL

Right-of-Way/Control:

40 hours @ $160	$ 6,400.00
24 hours @ $110	$ 2,640.00
Subtotal:	**$ 9,040.00**

Topography:

100 hours @ $160	$16,000.00
40 hours @ $110	$ 4,400.00
Subtotal:	**$20,400.00**

Ownership/Annotation

32 hours @ $110	$ 3,520.00
Subtotal:	**$ 3,520.00**

Pre-Engineering Phase Cost: **$32,960.00**

ENGINEERING PHASE:

Flagstaff High topographic survey:

8 hours @ $160	$ 1,280.00
4 hours @ $110	$ 440.00
Subtotal:	**$ 1,720.00**

Miscellaneous survey (If needed):

30 hours @ $160	$ 4,800.00
16 hours @ $110	$ 1,760.00
Subtotal:	**$ 6,560.00**

Legal description & Exhibit (If needed):

6 hours @ $ 110	$ 660.00

Engineering Phase Cost: **$ 8,940.00**

If the above scope of work and the costs involved are agreeable to you, please sign below and return this letter. Again, we appreciate the opportunity to propose on this project.

Kenneth A. Krenke
Partner

Accepted this _____ day of _____, 2019.

_____
Julie Leid
for Peak Engineering

PEAKCOFCoconinoEstates

March 5, 2019
Rev. March 15, 2019
Rev. March 21, 2019

Julie Leid
Peak Engineering, Inc.
110 N. Agassiz Street
Flagstaff, AZ 86001

Dear Julie,

Thank you for requesting this proposal for professional services in conjunction with the City of Flagstaff, Coconino Estates Phase 1 Improvements. Peak Engineering, Inc. (PEI), is the prime consultant providing civil engineering services for the project. JE Fuller (JEF) will provide support services to PEI as outlined in the scope below.

PROJECT UNDERSTANDING

The City of Flagstaff is utilizing road repair and street safety improvement funds for this improvement project. This will generally limit the scope of the improvements to improving existing infrastructure. There is limited existing drainage infrastructure in the neighborhood, so the scope of drainage improvements is limited based on the funding source. It is our understanding that the City would like to understand the existing drainage patterns and determine the existing capacity of the roadways and stormdrain infrastructure. The City would like to understand the conveyance impacts due to the proposed cross section changes and the benefits of replacing roll curb with vertical curb to increase the capacity of the roads and the extent of additional drainage infrastructure necessary to convey the 10-year event within the curbline. Based on this information, the City will determine if additional funds could be allocated to the project for the stormwater infrastructure. The drainage study will be included in the beginning phases of the project and for the purpose of this scope and fee, additional drainage infrastructure will not be included in the design phases. The main drainage scope elements are:

N. Navajo Drive

- Evaluate condition of existing catch basin and CMP at Navajo/Whiting
- Determine if valley gutters are necessary at intersections
- Determine current capacity of roadway and if rolled curb needs to be replaced with vertical based on capacity and the impacts of the proposed typical sections
- Determine strategy if 10-year storm is not contained in the roadway

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

- Evaluate condition of existing catch basins and CMPs east of Rock Ridge Rd./Beal Rd and Navajo Dr./Beal Rd. and reconfigure catch basins if necessary
- Determine strategy if 10-year storm is not contained in the roadway
- Determine if valley gutters are necessary or need to be replaced at intersections
- Determine current capacity of roadway and if rolled curb needs to be replaced with vertical based on capacity and the impacts of the proposed typical sections

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

- Determine if valley gutters are necessary or need to be replaced at intersections
- Determine current capacity of roadway and if rolled curb needs to be replaced with vertical based on capacity and the impacts of the proposed typical sections
- Determine strategy if 10-year storm is not contained in the roadway

SCOPE OF WORK

Task A

Task A-3 - Design Concept Report and 30% Plans (Full Project Area)

JE Fuller will prepare several drainage design sheets which will be included in the PEI 30% planset. The drainage design will focus on replacement of existing stormdrain and catchbasins within the project limits.

JE Fuller will prepare a Drainage Analysis which will be included as an appendix to the Design Concept Report. The analysis will include the following:

- Determination of existing drainage patterns and flow rates for the 2-, 10, 25, and 100-year events.
- Identification of drainage problem areas which are defined as:
    - Locations where the 100-year inundation limits go beyond the right of way
    - Locations where the 10-year inundation limits exceeds the back of curb
    - Areas where there is ponding
    - Drainage problems expressed by the community through past drainage complaints
- Existing roadway and culvert capacity calculations
- Proposed roadway capacity calculations with use of a 4” roll curb or a 6” vertical curb and the proposed typical section
- Identification of locations that still have drainage problems as defined above after integration of a 4” roll curb and the proposed typical section
- Identification of locations that still have drainage problems as defined above after integration of a 6” curb and the proposed typical section
- Schematic stormdrain layout to contain 10-year flows within the curb lines with 4” roll curb and the proposed typical section
- Schematic stormdrain layout to contain 10-year flows within the curb lines with 6” vertical curb and the proposed typical section
- Schematic CAD Layout of the proposed improvements in order to convey the 10-year event in the roadway.

JE Fuller will hold a stormwater workshop with the stormwater department to review the findings. If the City chooses to expand the stormwater infrastructure within the project limits based on the DCR, JE Fuller will work with the City to determine the scope and effort required to design the expansion.

Deliverables:

- *Up to four- 20 scale plan sheets (no profiles) to include in the PEI planset*
- *Drainage Analysis to be included as an appendix to the DCR*

Task A-4 – Stakeholder and Public Involvement

JE Fuller will attend up to three public meetings in support of the project.

Task B – South Phase

Task B-1 - 60% Design Documents

JE Fuller will prepare 60% design sheets for the City's original scope of drainage improvements within the South Phase area. We anticipate up to three 20 scale plan and profile sheets showing the proposed drainage improvements. A preliminary drainage report will be prepared for the improvements which will include a summary of the existing drainage conditions, roadway capacity calculations, and catchbasin/stormdrain capacity calculations.

Deliverables:

- *Up to three 20 scale plan and profile sheets to include in the PEI planset*
- *Preliminary Phase 1 Drainage Report*

Task B-2 - Final 1 Plans

JE Fuller will prepare Final 1 Plans for the drainage improvements within the South Phase area. The sheet index will match the 60% plans. The drainage report will be finalized.

Deliverables:

- *Up to three 20 scale plan and profile sheets to include in the PEI planset*
- *Final Phase 1 Drainage Report*

Task B-3 - Final 2 Plans

JE Fuller will prepare Final 2 Plans for the drainage improvements within the South Phase area and update the final drainage report if necessary

Deliverables:

- *Up to three 20 scale plan and profile sheets to include in the PEI planset*
- *Revised final drainage report if necessary*

Task B-4 – Beal & Rio de Flag Utilities at Bridge (OPTIONAL)

JE Fuller will perform scour calculations for the proposed sewer replacement in the Rio de Flag channel. The scour calculations will be summarized in a technical memorandum and will be provided to PEI for use in the sewer design. This task does not include design of scour protection for the sewer.

JE Fuller will participate in up to four (4) coordination meetings with City staff, the USACE and/or the USACE's design engineer.

Task C – North Phase

Task C-1 - 60% Design Documents

JE Fuller will prepare 60% design sheets for the City's original scope of drainage improvements within the North Phase area. We anticipate up to three 20 scale plan and profile sheets showing the proposed drainage improvements. A preliminary drainage report will be prepared for the improvements which will include a summary of the existing drainage conditions, roadway capacity calculations, and catchbasin/stormdrain capacity calculations.

Deliverables:

- *Up to three 20 scale plan and profile sheets to include in the PEI planset*
- *Preliminary Phase 2 Drainage Report*

Task C-2 - Final 1 Plans

JE Fuller will prepare Final 1 Plans for the drainage improvements within the North Phase area. The sheet index will match the 60% plans. The drainage report will be finalized.

Deliverables:

- *Up to three 20 scale plan and profile sheets to include in the PEI planset*
- *Final Phase 2 Drainage Report*

Task C-3 - Final 2 Plans

JE Fuller will prepare Final 2 design sheets for the drainage improvements within the Phase 2 area and update the final drainage report if necessary

Deliverables:

- *Up to three 20 scale plan and profile sheets to include in the PEI planset*
- *Revised final drainage report if necessary*

Task D – Construction Phase Services (Allowance)

JE Fuller will provide bidding and construction phase support if requested.

FEE

JE Fuller's Lump Sum by Task fee, including printing and reimbursable expenses, is summarized in the table below.

Table 1. Fee by Task

Task	Lump Sum Fee
Task A-3 - Design Concept Report and 30% Plans (Full Project Area)	$47,590
Task A-4 – Stakeholder and Public Involvement	$1,440
Task B-1 - 60% Design Documents	$16,535
Task B-2 - Final 1 Plans	$15,165
Task B-3 - Final 2 Plans	$5,925
Task B-4 – Beal Bridge Utilities (Optional)	$4,840
Task C-1 - 60% Design Documents	$16,535
Task C-2 - Final 1 Plans	$15,165
Task C-3 - Final 2 Plans	$5,925
Task D – Construction Phase Services (Allowance)	$4,000
TOTAL	**$133,120**

SCHEDULE

JE Fuller will follow the schedule of the design team.

ASSUMPTIONS

- The DCR may identify locations to expand the existing stormdrain system. If the City chooses to expand the scope of the drainage improvements based on the DCR, design services for those additional improvements will be an additional service.
- Scour protection design for the sewer in the Rio de Flag is not included. Design of drainage improvements within the Rio de Flag are not included.

We appreciate the opportunity to work with you on this great project. If you have any questions, please do not hesitate to contact me.

Sincerely,

JE Fuller Hydrology & Geomorphology, Inc.

Joseph Loverich, P.E, CFM

Vice President

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

www.speedie.net

EXHIBIT D

March 18, 2019

Julie Leid
Peak Engineering, Inc.
PO Box 790
Flagstaff, AZ 86002

RE: Proposal for Geotechnical Investigation
Coconino Estates
Beal Road, Navajo Road, and Navajo Drive
Flagstaff, AZ
Proposal No. 68150SF

Dear Ms. Leid:

We are pleased to provide our cost estimate to conduct a soil investigation at the above referenced site that will satisfy site development and foundation design requirements. All work on this project will be carried out under the overall supervision of a registered Professional Engineer in the state of Arizona.

We understand that construction will consist of utility replacement/upgrades and rehabilitation/ reconstruction of roadways in the Coconino Estates subdivision. Utility installation will most likely involve directional boring/tunneling under the Rio de Flag at Beal Road and from Navajo Road to the Flagstaff High School recreation fields. Structural loads are expected to be light to moderate and no special considerations regarding settlement tolerances are known at this time. Adjacent areas will be landscaped or paved to support moderate passenger and light truck traffic.

We will drill and sample sufficient test borings to adequately determine subsoil conditions and provide samples for laboratory testing. Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design. The geotechnical investigation will be split into two phases. The first phase will focus on roadway rehabilitation/reconstruction with borings excavated deep enough for general utility installation. The second phase will involve borings conducted to obtain information for the directional boring/tunneling. For Phase 1, we presently anticipate drilling 10 structural borings to depths of 10 feet below existing ground surface, or refusal, whichever comes first. The asphalt at all boring locations will be cored for thickness determination and photographic log. For Phase 2, anticipated to be conducted at approximately 60% design, we anticipate 4 borings to depths of 10 to 25 feet below existing grade. Rock coring will be conducted if necessary to achieve the depths of 10 and 25 feet. Access to the boring locations by conventional truck-mounted drilling equipment is assumed to be free and unencumbered for both phases. S&A will arrange for public utilities to be located through Arizona 811 and obtain necessary right-of-way permits and traffic control as required by the City of Flagstaff.

We will analyze the data obtained from field and laboratory testing and prepare a separate report for each phase presenting all data obtained, together with our conclusions and recommendations regarding:

1. Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed improvements.

2. Pavement design to provide economy and adequate service.

3. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.

4. Local excavation and trenching conditions and stability considerations.

5. Potential corrosiveness of subsoil materials and procedures to minimize the effects thereof.

Charges for our services have been determined on the basis of our standard Fee and Rate Schedule, a copy of which is attached and made a part hereof. We propose to provide the services set forth herein for Phase 1 as a lump sum amount. Since Phase 2 may involve rock coring and has many unknowns at this time, we propose to do the scope indicated for Phase 2 as a time and materials, not to exceed amount.

Phase 1	$10,200.00 (lump sum)
Phase 2	$8,400.00 (not to exceed)

These amounts include all testing, engineering and reimbursable expenses, 2 hard copies and an electronic copy (pdf format) of each report. Should we be informed that additional hard copies of the reports are needed after it has been finalized, there will be an additional charge of $25.00 per report. Time from authorization to proceed to final report submittal at this time is on the order of 4 to 6 weeks following our receipt of this signed proposal (authorization to proceed). This time frame does not include delays due to inclement weather or delays in the field not caused by Speedie & Associates and subcontractors.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please attach this proposal to your standard subconsultant agreement, and return it for our records.

Respectfully submitted,
SPEEDIE & ASSOCIATES

Clay W. Spencer, R.G.

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

ENGINEERING SERVICES

Northern Arizona 2018 Fee and Rate Schedule

Fees for services will be based upon the time worked on the project at the following rates:

Title	Rate Per Hour
Principal	$ 150.00
Project Manager	110.00
Sr. Geologist/Engineer	110.00
Project Engineer/Geologist	100.00
Environmental Specialist	90.00
Special Inspector (Architectural)	85.00
Special Inspector (Structural/Geotechnical)	85.00
Staff Engineer/Geologist	85.00
Sr. Engineering Technician	75.00
Draftsman	65.00
Materials Testing Technician	55.00
Clerical/Administrative	50.00

REIMBURSABLE EXPENSES
Light Truck Mileage Rate: $0.50 per mile
The following items are reimbursable to the extent of actual expenses plus 25%:

1. Transportation, lodging and subsistence for out of town travel
2. Special mailings and shipping charges
3. Special materials and equipment unique to the project
4. Duplication or reprinting/copying reports

TEST BORINGS AND FIELD INVESTIGATIONS
On projects requiring test borings, test pits, or other explorations, the services of reputable contractors to perform such work shall be obtained.

SUBCONTRACTORS/SUBCONSULTANTS CHARGES
Any charges for subcontractors/subconsultants are subject to a 25% handling fee if invoiced by Speedie & Associates or such charges can be directly paid by the CLIENT.

SPECIAL RATES
The following rates may be subject to a 35% increase:

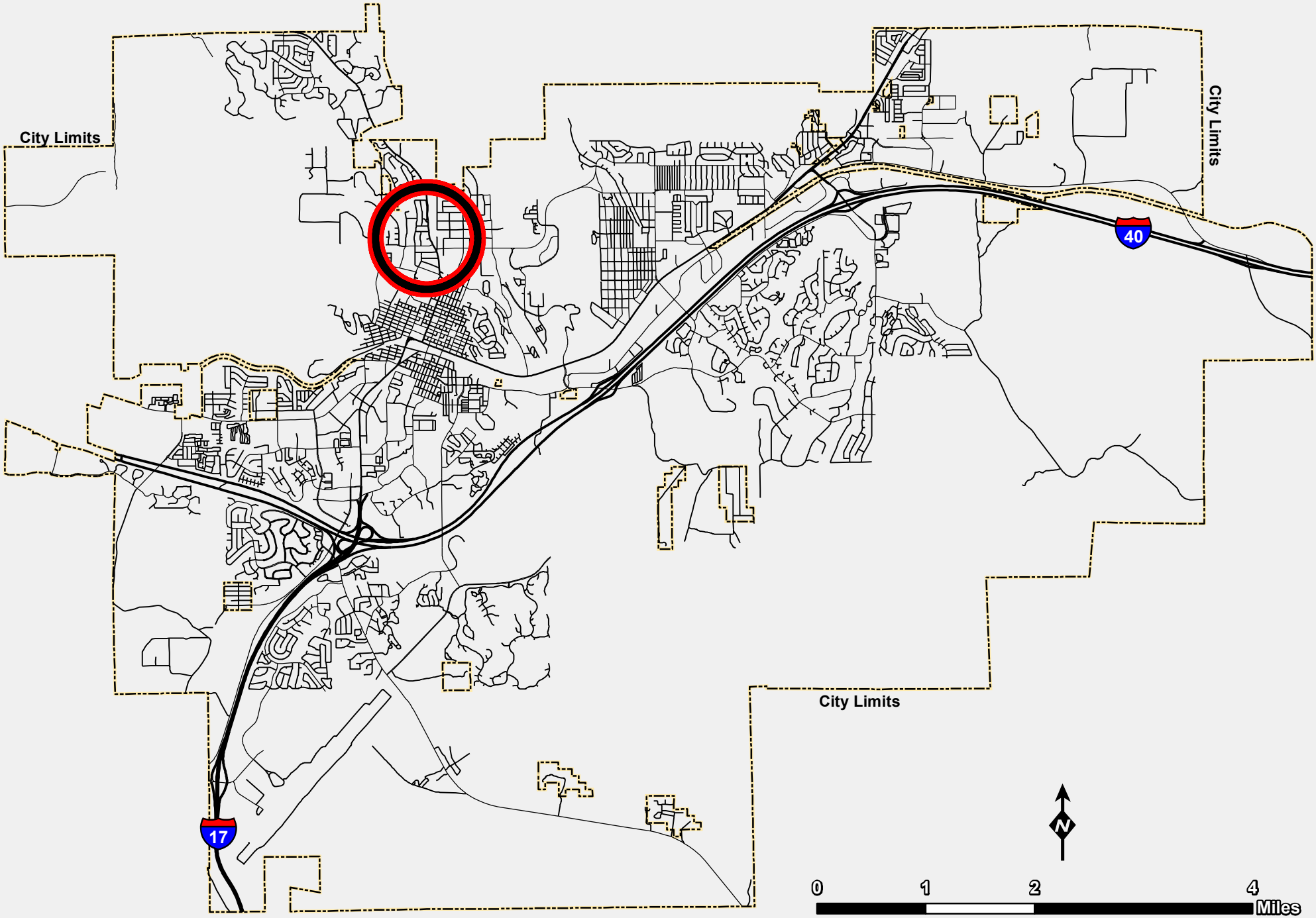
- Overtime – time over 8 hours per weekday and on Saturday
- Sunday and Holidays
- Rush orders
- Night Shift

EXPERT WITNESS
Deposition and testimony; 4-hour minimum, $250.00 per hour.

The following Terms and Conditions are included and hereto made a part of this agreement.

Initials _____
Initials _____

Coconino Estates Improvements Phase 1



VICINITY MAP

Coconino Estates Improvements Phase 1

8. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Eli Reisner, Project Manager - ER
Date:	04/29/2019
Meeting Date:	05/07/2019

TITLE:

Consideration and Approval of CMAR Design Phase Services Contract: Coconino Estates Improvements Phase 1 Project

STAFF RECOMMENDED ACTION:

1. Approve the Construction Manager At Risk (CMAR) Design Phase Services Contract to Eagle Mountain Construction, Inc. of Flagstaff, Arizona in an amount not to exceed $203,579.00, which includes an $18,507.00 Owner's Contingency (10% of the contract amount excluding the Owner's Contingency). The contract period is 470 calendar days.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

- The recommended award of the CMAR Design Phase Services Contract (the Contract) to Eagle Mountain Construction will authorize an agreement for the CMAR design phase services to assist with the Design of the Coconino Estates Improvements Phase 1 Project (the Project) in coordination with the selected Engineering Professional and ultimately develop a Guaranteed Maximum Price (GMP).
- Eagle Mountain Construction was selected through a Qualifications Based selection process.
- The Design of the Project is anticipated to be complete in winter 2019.
- The GMP for the Project is anticipated to be presented to Council spring 2020.
- Pending approval by Council, construction of the Project is anticipated to begin spring 2020 and completion anticipated fall 2021 (2 construction seasons).
- Please refer to the attached context and vicinity maps.

Financial Impact:

The Contract will be funded by the Road Repair and Street Safety Program under the Coconino Estates FY 2019 appropriations of $1,034,298 for the Coconino Estates Improvements Project Account (046-05-116-3371-6).

Policy Impact:

No impact.

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

CONNECTION TO COUNCIL GOAL, REGIONAL PLAN, AND/OR TEAM FLAGSTAFF STRATEGIC PLAN:

Council Goal 2017 – 2019 Transportation and Other Public Infrastructure
Deliver quality community assets and continue to advocate and implement a highly performing multi-model transportation system.

Regional Plan – Goal T.2.
Improve transportation safety and efficiency for all modes**.**

Team Flagstaff Strategic Plan – Priority #3: Foster a resilient and economically prosperous city
2. Deliver outstanding services through a healthy environment, resources and infrastructure.

Has There Been Previous Council Decision on This:

Yes, on November 18, 2014, Council adopted the results of the General Election held on November 4, 2014. In the General Election voters approved a dedicated sales tax increase, Proposition 406, which included funding for road repairs and street safety improvements throughout the City of Flagstaff. Also, Council approved and adopted the Road Repair and Street Safety - Utility Replacements and Overlays - Coconino Estates FY 2019 budget.

Options and Alternatives:

1. Approve the Contract as recommended. Approval will allow Eagle Mountain Construction to initiate the CMAR design phase services for the Project; or
2. Reject the award and provide additional direction to staff. This option would delay the start of construction.

Background/History:

Purchasing staff developed a Request for Statement of Qualifications (RSOQ) solicitation for CMAR Design and Construction Phase Service and published it in the Arizona Daily Sun on November 11 and November 18, 2018, and posted the RSOQ to the City of Flagstaff's solicitation website on November 6, 2018. On December 6, 2018. The City received five Statements of Qualifications (SOQs) from Contracting Firms. A six-member Selection Committee of City staff and one outside Contractor reviewed and evaluated the statements. Based upon the numerical scoring of the SOQs, the Selection Committee identified the most qualified Firm to perform the CMAR design and construction phase services for the Project and recommended to commence negotiations for a scope and fee proposal to be provided by Eagle Mountain Construction. The evaluation results are as followed:

Eagle Mountain Construction	640
Kinney Construction Services	579
Fann Contracting	575
Tiffany Construction	563
LP's Excavating	157

As per the RSOQ, Eagle Mountain Construction will be expected to enter into separate Design and Construction Phase Services Agreements, holding the Construction Phase Services Agreement until their GMP for the Project is successfully negotiated and approved by Council.

Eagle Mountain Construction's SOQ demonstrated a clear recognition of the knowledge and experience of coordinating with an Engineering Professional to develop a design and perform the construction of a complex sequence of improvements within an existing fully developed neighborhood, as well as understanding the schedule requirements for completing the improvements.

Key Considerations:

The Project is in the Coconino Estates neighborhood, on the following streets:

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

Proposed improvements on the streets listed above generally consist of replacing existing water and sewer mains, water and sewer services, fire hydrants, street lights, asphalt structural section, and defective select edge improvements (curb & gutter, sidewalk, etc.) for the entire project limits previously identified.

Design of the Project will include evaluating the existing right-of-way to accommodate widening or narrowing the existing roadway sections to a typical City standard roadway section on Beal Rd., Navajo Rd., and Navajo Dr. Design will also include evaluating the addition of sidewalk and parkway on one or both sides of the roadway where sidewalk does not currently exist on Beal Rd., Navajo Rd., and Navajo Dr. south of Beal Rd. The inclusion of these potential roadway improvements to the Project will be determined by the outcome of the investigations by the selected Engineering Professional and feedback received at the three Design Phase Public Outreach Meetings.

The CMAR project delivery method was selected to accommodate the complex sequencing of construction activities and to expedite the design and construction schedule of the Project. This Contract directs the CMAR Contractor to work with the selected Engineering Professional during the design phase of the Project to coordinate the Design, subsurface utility investigations, Schedule, Specifications, and Cost Models to ultimately develop a GMP for the Project. The associated consideration of award of the Engineering Professional Services Contract will be presented to Council concurrently with this contract. The 470-calendar day duration of the Contract will allow Eagle Mountain Construction to provide CMAR design phase services for the entire design duration and through the development of the GMP.

Eagle Mountain Construction proposes to consult with Cardno to coordinate with the selected Engineering Professional for the subsurface utility engineering services and with Beta PR to coordinate with the Project Team to assist with the public outreach services. Beta PR will also provide construction phase public outreach services in coordination with the Project Team. Scope and fee proposals provided by Eagle Mountain Construction, which includes their proposed sub-consultants scopes and fees, have been negotiated and staff is recommending for Council to approve the award of the Contract. See the attached Scope of Work and Fee Proposal for a breakdown of the proposed services and associated fees.

The Owner's Contingency is established to address certain unforeseen items of work where details cannot be determined at the time of contracting and is included in the contract amount. The Owner's Contingency is used only at the City's discretion. Please see the attached Contract Supplementary Justification Form for an explanation of why the Owner's Contingency is recommended to be approved with this Contract.

On April 16, 2019, changes to the Procurement Code Manual, Article 25, were adopted and approved by the Council. Per the approved changes to the Procurement Code, Change Order Authority was not included for this particular Contract since the Procurement Code Manual no longer allows Administrative

Change Orders for CMAR project delivery method contracts.

Expanded Financial Considerations:

The Project is funded by the Road Repair and Street Safety – Utility Replacements and Overlays – Coconino Estates FY 2019 budget of $1,034,298, FY 20 budget of $3,901,300, FY 21 budget of $5,028,400, and FY 22 budget of $2,489,200 for the Coconino Estates Improvements Project Account (046-05-116-3371-6) totaling $12,453,198.

The Road Repair and Street Safety funding are generally limited to only improving existing utility and roadway improvements, so an alternative funding source may need to be identified during the Design if improvements that do not currently exist are to be added to the Project. The alternative funding source for including sidewalk where it does not currently exist will most likely be the Transportation Tax, Proposition 419.

Community Benefits and Considerations:

- Replacing and or abandoning aged and undersized existing water and sewer infrastructure, ranging from 35 – 72 years old, to meet current standards.
- Replacing aging and deteriorated asphalt that is no longer maintainable with a chip seal or overlay and improving the streets ride quality and longevity.
- On Beal Rd., Navajo Rd., and Navajo Dr. south of Beal Rd., evaluating existing right-of-way and roadways sections to include new sidewalk improvements that don't currently exist, providing a safe place for pedestrian travel.
- Analyzing drainage issues to be improved to extend the life expectancy of the pavement.
- Reducing required maintenance with the construction of the new infrastructure.
- Coordinating construction on multiple streets to minimize inconveniences to the public and to reduce costs.
- Replacing defective select edge improvements such as existing curb and gutter that impedes stormwater flow and existing sidewalk with tripping hazards.

Community Involvement:

Collaborate:

- Voters approved a dedicated sales tax increase to fund road repairs and street safety improvements throughout the City of Flagstaff in November 2014.
- Since 2015 the Project has been listed as a proposed project in the interactive map on the Road Repair and Street Safety section of the City of Flagstaff's Website.
- Updates to the Road Repair and Street Safety Program, which included the proposed Project, have been presented by the Capital Improvements Engineer at multiple Transportation Commission Meetings, Council Meetings, and Budget Meetings.
- November 2018, scoping documents were distributed to Project Stakeholders: COF Departments, ADOT, FUSD, NAIPTA, APS, Unisource, Suddenlink, and CenturyLink.
- All Project Stakeholders will be invited to attend a Design Project Kickoff Meeting.
- The Project will be included in the February 2020 Cityscape, prior to construction.
- A professional public relations firm, Beta PR, will assist with the public outreach efforts including flier distribution, facilitating Public Outreach Meetings, and providing information for the Project web page.
- Three Design Phase Public Outreach Meetings will be held to collaborate with the Public regarding the proposed Project improvements.
- A Pre-Construction Public Outreach Meeting will be held shortly before construction begins.
- Periodic updates will be provided to the Public during construction.

Expanded Options and Alternatives:

1. Approve the Contract as recommended. Approval will allow Eagle Mountain Construction to initiate the CMAR design phase services for the Project; or
2. Reject the award and provide additional direction to staff. This option would delay the start of construction.

Attachments:

CMAR Design Phase Contract
EMC Justification
Scope of Work and Fee Proposal
Context Map – Coconino Estates Improvements Phase 1
Vicinity Map – Coconino Estates Improvements Phase 1

COCONINO ESTATES
IMPROVEMENTS PHASE I

PROJECT NUMBER: 03-18005
ACCOUNT NUMBER: 046-05-116-3371-6

CONSTRUCTION MANAGER AT RISK
Design Phase Services
Agreement #2019-37D

Mayor
Coral Evans

Council

Adam Shimoni
Jamie Whelan
Charlie Odegaard
Jim McCarthy
Austin Aslan
Regina Salas

City Manager
Barbara Goodrich

Utilities Director
Brad Hill

Acting Community Development Director
Dan Folke

Public Works Director
Andrew Bertelsen

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City of Flagstaff, Arizona

COCONINO ESTATES IMPROVEMENTS PHASE I
CONSTRUCTION MANAGER AT RISK
DESIGN PHASE SERVICES
PROJECT NO. 03-18005

THIS Agreement (the "Agreement"), made and entered by and between The City of Flagstaff, an Arizona municipal corporation, hereinafter designated the ("City") and Eagle Mountain Construction Company, an Arizona corporation, hereinafter designated the ("Construction Manager at Risk" or CMAR) is entered into on this ___ day of _____, 20___.

RECITALS

A. The City Manager of the City of Flagstaff, Arizona, is authorized and empowered by provisions of the City Charter to execute agreements for professional services and construction services.

B. The City intends to construct Coconino Estates Improvements Phase I, as more fully described in Exhibit "A" attached, hereinafter referred to as the ("Project".)

C. To undertake the design of said Project the City has entered into a Agreement with Peak Engineering, Inc. hereinafter referred to as the ("Design Professional").

D. CMAR has represented to the City the ability to provide design phase services and to construct the Project.

E. Based on this representation, the City intends to enter into an Agreement with CMAR for the design phase services identified in this Agreement. At the end of the design phase, at the City's discretion, the City may enter into a separate construction agreement with CMAR for construction phase services.

AGREEMENT

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

ARTICLE 1 – TERMS AND DEFINITIONS

"Addenda" – Written or graphic instruments issued prior to the submittal of the GMP Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

"Agreement (Contract)" – This written document signed by the City and CMAR covering the design phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Agreement.

"Alternate Systems Evaluations" – Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles which have the potential to reduce construction costs while still delivering a quality and functional Project that meets the City requirements.

"Change Order" – A type of Contract amendment issued after execution of the Contract Documents where unanticipated or unforeseen circumstances in the Work have been encountered. Each change Order shall be signed by the City and CMAR, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Amount; the extent of the adjustment to the Contract Time; or modifications of other Agreement terms.

"City (Owner)" –- The City of Flagstaff, a municipal corporation, with whom CMAR has entered into this Agreement and for whom the services are to be provided pursuant to said Agreement.

"City's Representative" – The designated City Project Manager.

"City's Senior Representative" – The City of Flagstaff's designated Division/Department Head.

"Construction Contract Time(s)" – The number of days or the dates related to the construction phase that as stated in Construction Documents applies to the achievement of Substantial and final Completion of the Work.

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

"Cost Models" – Cost tabulation for the construction of the project developed by the CMAR and continually updated throughout the preconstruction phase and utilized to develop the Guaranteed Maximum Price Proposal. The Cost Model is created using the Design Professionals list of standard pay items.

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

"Construction Manager at Risk (CMAR)" – The firm selected by the City to provide the Design Phase Services as detailed in this Agreement.

"CMAR Representative" – CMAR designates Jason Woods as its CMAR Representative.

"CMAR Senior Representative" – CMAR designates Marco Spagnuolo as its Senior Representative.

"Contingency, CMAR's" – A fund to cover cost growth during the Project, legitimate unforeseen construction expenses, or expenses otherwise agreed to by the City used at the discretion of CMAR usually for costs that result from Project circumstances. The amount of CMAR's Contingency shall be negotiated as a separate line item in each GMP package. Use and management of CMAR's Contingency is described in Section 2.7.

"Contingency, Owners' " – A fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from the City-directed changes or unforeseen Site conditions. The amount of the Owners' Contingency shall be set solely by the City and shall be in addition to the CMAR's GMP. Use and management of the Owners' Contingency is described in Section 2.7.

"Contract Amount" – The cost for services for this Agreement as identified in Article 4.

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

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

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

"Day(s)" – Indicates calendar days unless otherwise specifically noted in the Contract Documents.

"Deliverables" – The work products prepared by CMAR in performing the scope of work described in this Agreement. Some of the major Deliverables to be prepared and provided by CMAR during the design phase may include but are not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost models, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Statement of Proposed Minority Business Enterprise/Women's Business Enterprise **("MBE/WBE")** Utilization as may be required or appropriate, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Agreement or required by the Project Team and other services set forth in this Agreement or reasonably inferable therefrom.

"Design Professional" – A licensed design professional who furnishes design, construction documents, and/or construction administration services required for the Project.

"Drawings (Plans)" – Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by CMAR during the construction phase, and which have been prepared or approved by the Design Professional and the City. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability or bidability reviews and in preparing cost models (e.g. conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100% or schematic, design development, construction documents), but *"not for construction"*. Shop Drawings are not Drawings as so defined.

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

"Float" – Number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

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

"GMP Plans and Specifications" – Plans and specifications upon which the Guaranteed Maximum Price Proposal is based.

"Guaranteed Maximum Price (GMP) Proposal" – The offer or proposal of CMAR submitted on the prescribed form setting forth the GMP prices for the entire Work or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Agreement.

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

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

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

"Payment Request" – The form that is accepted by the City and used by CMAR in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and or the City.

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

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

"Project Team" – Design phase services team consisting of the Design Professional, CMAR, the City's Representative, the City's Client Department representatives and other stakeholders who are responsible for making decisions regarding the Project.

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

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

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

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

"Subconsultant" – A person, firm or corporation having an agreement with CMAR to furnish services required as its independent professional associate or consultant with respect to the Project.

"Subcontractor" – An individual or firm having a direct agreement with CMAR or any other individual or firm having an agreement with the aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the Site for which CMAR is responsible.

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

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

"Supplier" – A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct Agreement with CMAR or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

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

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

ARTICLE 2 – BASIC DESIGN PHASE SERVICES

2.1 GENERAL

2.1.1 CMAR, to further the interests of the City, shall perform the services required by, and in accordance with this Agreement, to the satisfaction of the City, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Flagstaff, Arizona would exercise at such time, under similar conditions. CMAR shall, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice.

2.1.2 Program Evaluation: As a participating member of the Project Team, CMAR shall provide to the City and Design Professional a written evaluation of the City's Project Program and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.

2.1.3 Project Meetings: CMAR shall attend Project Team meetings which may include, but are not limited to, monthly Project management meetings, Project workshops, special Project meetings, construction document rolling reviews and partnering sessions.

2.1.4 CMAR shall provide design phase services, described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. CMAR shall promptly notify the City in writing whenever CMAR determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost models, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.

2.1.5 CMAR, when requested by the City, shall attend, make presentations and participate as may be appropriate in public agency and or community meetings, germane to the Project. CMAR shall provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or apropos in any such public agency meetings.

2.2 CONSTRUCTION MANAGEMENT PLAN

2.2.1 CMAR may**,** and at the written request of the City shall, prepare a Construction Management Plan ("CMP"), which, at the written request of the City, shall include CMAR's professional opinions concerning: (a) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast-tracking and/or phasing the construction, (d) the number of separate subagreements to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a commissioning program, (i) the cost models and basis of the GMP Proposal, and (j) a matrix summarizing each Project Team member's responsibilities and roles.

2.2.2 CMAR may, and at the written request of the City shall, add detail to its previous version of the CMP to keep it current throughout the design phase, so that the CMP is ready for implementation at the start of the construction phase. The update/revisions may, and at the written request of the City shall, take into

account (a) revisions in Drawings and Specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the City, Design Professional or CMAR, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way, (d) the fast-tracking if any of the construction, or other chosen construction delivery methods, (e) the requisite number of separate bidding documents to be advertised, (f) the status of the procurement of long-lead time equipment (if any) and/or materials, and (g) funding issues identified by the City.

2.3 PROJECT MASTER SCHEDULE

2.3.1 The fundamental purpose of the "Project Master Schedule" is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Master Schedule requirements. CMAR shall develop and maintain the "Project Master Schedule" on behalf of and to be used by the Project Team based on input from the other Project Team members. The Project Master Schedule shall be consistent with the most recent revised/updated CMP. The Project Master Schedule shall use the Critical Path Method (CPM) technique, unless required otherwise, in writing by the City. CMAR shall use scheduling software to develop the Project Master Schedule that is acceptable to the City. The Project Master Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Master Schedule shall indicate milestone dates for the phases once determined.

2.3.2. The Project Master Schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

2.3.2.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

2.3.2.2 The CPM diagram schedule shall indicate all relationships between activities.

2.3.2.3 The activities making up the schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work. Formulation of the Project Master Schedule must also be based on the Opening Physical Conditions of the Site and any potential Winter Shutdown in the event the Work on the Project is delayed for any reason.

2.3.2.4 The CPM diagram schedule shall be based upon activities, which would coincide with the schedule of values.

2.3.2.5 The CPM diagram schedule shall show all Submittals associated with each work activity and the review time for each submittal.

2.3.2.6 The schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with CMAR activities.

2.3.2.7 The schedule shall include a critical path activity that reflects anticipated weather delay during the performance of this Agreement. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data shall be based on the information set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto. (See Section 4.5.5.7 of Construction Agreement)

2.3.3 The Project Schedule shall consider the City's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

2.3.4 Float time shall be as prescribed below:

2.3.4.1 The total Float within the overall schedule, is not for the exclusive use of either the City or CMAR, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Agreement milestones and the Project completion date.

2.3.4.2 CMAR shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions shall be granted nor delay damages paid until or unless a delay occurs which extends the Work beyond the Substantial Completion date.

2.3.4.3 Since Float time within the schedule is jointly owned, it is acknowledged that the City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path Submittals returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to CMAR, etc.). In such an event, CMAR shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

2.3.5 The Project Schedule shall be updated and maintained by CMAR throughout the design phase such that it shall not require major changes at the start of the construction phase to incorporate CMAR's plan for the performance of the construction phase Work. CMAR shall provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the monthly Project Team meetings. CMAR shall include with such Submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions. (See Sections 2.7.6 and 2.7.6.1 of this Agreement)

2.3.6 Project Phasing: If phased construction is deemed appropriate and the City and Design Professional approve, CMAR shall review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. CMAR shall take into consideration such factors as natural and practical lines of Work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

2.4 DESIGN DOCUMENT REVIEWS

2.4.1 CMAR shall evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost models, GMP Proposals and/or the Project Master Schedule.

2.4.2 CMAR shall recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for CMAR to construct the Project. Before initiating construction operations, CMAR may request additional investigations in their GMP Proposal to improve the adequacy and completeness of the Site condition information and data made available with the Construction Documents.

2.4.3 CMAR shall meet with the Project Team, as required, to review designs during their development. CMAR shall familiarize itself with the evolving documents through the various design phases. CMAR shall proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. CMAR shall advise the Project Team on proposed Site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. CMAR shall recommend cost effective alternatives.

2.4.4 CMAR shall conduct constructability and bidability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team and at a minimum as scheduled and identified by milestones in the Project Master Schedule required in Article 2.3 above. The reviews shall attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.

2.4.4.1 Constructability Reviews: CMAR shall evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration, efficiency issues concerning; access and entrance to the Site, laydown and storage of materials, staging of Site facilities, construction parking, and other similar pertinent issues.

2.4.4.2 Bidability Reviews: CMAR shall check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing Site conditions.

2.4.4.3 Results of the reviews shall be provided to the City in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. If requested by the City, CMAR shall meet with the City and Design Professional to discuss any findings and review reports.

2.4.4.4 CMAR's reviews shall be from a contractor's perspective, and though it shall serve to reduce the number of Requests for Information (RFI) and changes during the construction phase, responsibility for the Drawings and Specifications shall remain with the Design Professional and not CMAR.

2.4.5 Notification of Variance or Deficiency: It is CMAR's responsibility to assist the Design Professional in ascertaining that, in CMAR's professional opinion, the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If CMAR recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, it shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for the compliance with those laws, statutes, ordinances, building codes, rules and regulations.

2.4.6 Alternate Systems Evaluations: The Project Team shall routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, CMAR in cooperation with the Design Professional shall perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team shall decide which alternatives shall be incorporated into the Project. The Design Professional shall have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. CMAR shall include the cost of the alternatives into the cost models and any GMP Proposals.

2.5 COST MODEL

2.5.1 Unless otherwise agreed by both parties, within fourteen (14) days after receipt of the documents for the various phases of design, CMAR shall develop a detailed cost model for the entire project for review by the City and the Design Professional. The cost model shall be prepared in a format agreed upon in advance by the City and the CMAR. It will be based on the Design Professionals list of standard pay items.

2.5.2 During the review period, the Cost Model will be compared with the estimates prepared by the Design Consultant and the City. The Design Professional and CMAR shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached, the City shall make the final determination. Once approved by the City, the Cost Model will be continually updated and kept current as the design progresses throughout the Preconstruction Phase until a GMP is agreed upon by both the CMAR and the City.

2.5.3 The Cost Model shall not include the CMAR's Preconstruction Services Fee, sums due to the Design Consultant, the cost of land, right of way, or other costs which are the responsibility of the City. The CMAR shall communicate to the Project Team any assumptions made in preparing the cost model.

2.5.4 Each Cost Model submitted shall be accompanied by backup documentation which shall include, but not be limited to the following:

a) Unit prices and quantity take-offs using the Design Professionals standard pay items, and
b) Details of all allowances and unit price work shown and specified in the detailed design documents, and
c) Include a list of all assumptions and description and breakdown of all allowances, and
d) Material costs, equipment costs, labor costs, General Conditions costs, hourly labor rates, and total cost, and
e) Copies of quotations from subcontractors and suppliers, and
f) Portion of the work to be performed by subcontractors including subcontractors overhead and profit, and
g) Production rates, transportation, and other facilities and services necessary for the proper execution of the work, whether temporary or permanent, and whether or not incorporated or to be incorporated into the work, and
h) All fixed equipment, site improvements, utility and equipment installations, and
i) Project overhead, and
j) Allocated general and administrative expenses, and
k) Bonds, taxes, insurance, and
l) The CMAR's profit, and
m) Memoranda, narratives, reports, and all other information included by the CMAR to arrive at the price shown in the Cost Model or GMP.

2.5.2 If any cost model submitted to the City exceeds previously accepted cost models or the City's Project budget, CMAR shall make appropriate recommendations on methods and materials to the City and Design Professional that CMAR believes shall bring the Project back into the Project budget.

2.5.3 In between these milestone estimates, CMAR shall periodically provide a tracking report, which identifies the upward or downward movements of costs due to value engineering or scope changes. It shall be the responsibility of CMAR to keep the City and Design Professional informed as to the major trend changes in costs relative to the City's budget.

2.5.4 If requested by the City, CMAR shall prepare a preliminary "cash flow" projection based upon historical records of similar type projects to assist the City in the financing process.

2.6 ***Section left intentionally blank***

2.7 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

2.7.1 The proposed GMP for the entire Work (or portions thereof) shall be presented in a format acceptable to the City (see Exhibit "B" attached). The City may request a GMP Proposal for all or any portion of the Project and at any time during the design phase. Any GMP Proposals submitted by CMAR shall be based on and consistent with the current update/revised cost model at the time of the request, and shall include any clarifications or assumptions upon which the GMP Proposal(s) are based. CMAR guarantees to complete the Project at or less than the final approved GMP Proposal amount, plus approved Change

Orders, and agrees that it shall be responsible for any increase in the actual cost of the Work above that amount.

2.7.2 The Contract Price is the sum of the Guaranteed Maximum Price and the Owner's Contingency. The Contract Price is comprised of the following not-to-exceed cost reimbursable or lump sum amounts defined below.

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

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

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

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

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

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

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

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

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

2.7.4 CMAR, in preparing any GMP Proposal, shall obtain from the Design Professional, three sets of signed, sealed, and dated plans and specifications (including all addenda). CMAR shall prepare its GMP in accordance with the City's request for GMP Proposal requirements based on the most current completed plans and specifications at that time. CMAR shall mark the face of each document of each set upon which its proposed GMP is based. These documents shall be identified as the GMP Plans and Specifications. CMAR shall send one set of those documents to the City's Representative, keep one set and return the third set to the Design Professional.

2.7.5 An updated/revised Project Master Schedule shall be included with any GMP Proposal(s) that reflects the GMP Plans and Specifications. Any such Project Master Schedule updates/revisions shall continue to comply with the requirements of Section 2.3 above.

2.7.6 The Project Master Schedule required above shall include a preliminary Construction Schedule developed in a Critical Path Method (CPM) with the first requested GMP. If subsequent GMP's are requested, CMAR shall include an updated CPM Construction Schedule with their GMP submittal.

2.7.7 GMP savings resulting from a lower actual Project cost than anticipated by CMAR remaining at the end of the project, shall revert to the City.

2.7.8 GMP Proposal(s) Review and Approval

2.7.8.1 The City may request a GMP from CMAR at any time during the Design Phase. It is the City's expectation that the GMP shall not exceed the City-stated Project budget.

2.7.8.2 CMAR shall meet with the City and Design Professional to review the GMP Proposal(s) and the written statement of its basis. In the event the City or Design Professional discovers inconsistencies, inaccuracies or confusion in the information presented, CMAR shall make adjustments as necessary to the GMP Proposal, its basis or both.

2.7.8.3 CMAR's detailed cost model and GMP shall be reviewed by the Design Professional and the City for reasonableness and compatibility with the City's Project and the City's budget. CMAR shall provide a response to the Design Professionals and City's questions and an explanation of differences between the City's Project budget and CMAR's cost model and corresponding GMP. City may require that such responses and explanations be submitted in writing. CMAR, City and Design Professional shall engage in a mutually agreeable process in an effort to achieve a clearly understood mutually acceptable GMP.

2.7.8.4 In the event that the GMP exceeds the City's Project budget, the City reserves the right to direct CMAR (and CMAR shall) work in conjunction with the Design Professional to assist in the redesign of the Project as necessary to meet the agreed upon program and the stated Project budget as follows:

a) After direction from the City, CMAR shall coordinate and cooperate with the Project Team to assist the Design Professional in altering and re-drafting Construction Documents as necessary to accomplish the required reduction in cost.
b) CMAR shall develop and provide to the City a GMP in connection with the altered Construction Documents to accomplish the necessary reductions in cost.
c) CMAR shall analyze the Design Professional's original submittal and as altered and redrafted Construction Documents, and make recommendations to the City as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the stated Project budget.

Notwithstanding anything in the RSOQ or CMAR's response to the contrary,
CMAR shall perform the work set forth in this Section without additional compensation.

2.7.8.5 The City, upon receipt of any GMP proposal from CMAR, may submit the GMP Plans and Specifications to a third party for review and verification.

2.7.8.6 If CMAR GMP Proposal is greater than the third party estimate or if the City, for some other stated reason may desire, the City may require CMAR to reconfirm its GMP Proposal. CMAR shall accept the third party's estimate for the cost of Work as part of its GMP Proposal, or present a report within seven (7) days of a written request by the City for such a report identifying, explaining and substantiating the differences and/or explaining other concerns the City may raise. CMAR may be requested to, or at its own discretion, submit a revised GMP Proposal for consideration by the City.

2.7.8.7 If during the review and negotiation of GMP Proposals design changes are required, the City shall authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents shall be furnished to CMAR. CMAR shall promptly notify the Design Professional and City in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

2.7.8.8 After final submission of the GMP Proposal, the City may do any of the following:

a) Accept CMAR original or revised GMP Proposal, if within the City's budget, without comment;
b) Accept CMAR original or revised GMP Proposal that exceeds the City budget, and indicate in writing to CMAR that the Project Budget has been increased to fund the differences; or
c) Reject CMAR original or revised GMP Proposal in which event, the City may terminate this Agreement and/or elect to not enter into a separate Agreement with CMAR for the construction phase associated with the scope of Work reflected in the GMP Proposal.

2.7.8.9 Upon acceptance by the City of a GMP Proposal, the City shall prepare and CMAR shall execute the City's specified form of Agreement to reflect the GMP, and the GMP as approved shall become part of the Construction Services Agreement. Within ten (10) days after execution of the Construction Services Agreement, CMAR shall provide to the City's Senior Procurement Specialist a Performance Bond and a Labor and Material Payment Bond, each for 100% of the full Agreement price.

2.8 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

2.8.1 There are two ways to select Subcontractors and major Suppliers prior to submission of any GMP Proposal. They are:

a) A combination of qualifications and price derived through competitive bidding; and
b) Qualitative selection with the subsequent negotiation of a price that is reasonable, a prudent use of public funds and in the City's best interest.

Absent special circumstances documented in writing by CMAR as set forth below, the combination of qualifications and price derived through the competitive bidding process shall be used to select Subcontractors and major Suppliers. The City has the sole discretion as to whether or not to allow the purely qualitative selection of Subcontractors and Suppliers. In any event, CMAR shall ensure compliance with Arizona Revised Statutes § 34-603 et seq. as amended in 2005 and as it may be further amended relative to the selection of Subcontractors and major Suppliers.

2.8.2 The City may approve the selection of a Subcontractor(s) or Supplier(s) based only on their qualifications when CMAR can demonstrate, in writing, that it is in the best interest of the Project and that the selection process shall constitute a prudent use of public funds.

2.8.2.1 A purely qualification-based selection of a Subcontractor(s) or Supplier(s) shall only occur prior to the submittal of any applicable GMP Proposal.

2.8.2.2 CMAR shall prepare a Subcontractor or Supplier selection plan and submit the plan to the City for approval. CMAR shall apply the plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its review and recommendation.

2.8.2.3 CMAR shall obtain City approval of the selected Subcontractor(s) or Supplier(s). If CMAR is to self-perform under this alternative, CMAR shall submit a detailed explanation and demonstration of the cost of the Work it shall self-perform. CMAR shall further provide documentation to demonstrate that for any Work that is self-performed, the cost of any such Work is a reasonable and prudent use of public funds. The City shall approve CMAR self-performance of any part of the Work and the cost therefore prior to accepting any GMP Proposal.

2.8.2.4 CMAR shall negotiate costs for services/supplies from each Subcontractor or Supplier selected under this method.

2.8.2.5 Within three (3) days of negotiating cost for services/supplies from all Subcontractors or Suppliers selected under this method, CMAR shall then prepare a report for the City's approval identifying the recommended Subcontractor or Supplier for each category of the Work to be performed. The report shall be in a format approved by the City's Representative and shall include, among other things, the amount of each such cost. CMAR shall, at its discretion or at the request of the City's Representative, request written verification of any costs selected. CMAR shall provide an explanation of the qualifying factors for each selection.

2.8.3 In all other cases, CMAR shall select Subcontractors and major Suppliers pursuant to the following process, which includes a combination of qualifications and price, derived through competitive bidding or as may otherwise be agreed in writing by the parties. CMAR shall ensure that any such process is fully compliant with the above-referenced Arizona law.

2.8.3.1 CMAR shall develop Subcontractor interest, submit the names of a minimum of three (3) qualified Subcontractors selected pursuant to a qualifications-based procedure, for each trade in the Project for approval by the City and solicit bids for the various construction categories. If there are not three (3) qualified Subcontractors available for a specific trade or there are extenuating circumstances warranting such, CMAR may request approval by the City to submit less than three (3) names. Without prior written approval by the City, no change in the City-approved Subcontractors shall be allowed.

2.8.3.2 If CMAR desires to self-perform certain portions of the Work, it shall comply with, and be subject to, the requirements set forth in Subsection 2.8.2.3 above.

2.8.3.3 If the City objects to any nominated Subcontractor or to any nominated self-performed Work for good reason, CMAR shall nominate a substitute Subcontractor.

2.8.3.4 CMAR shall distribute drawings and specifications, and when appropriate, conduct a pre-bid conference with prospective Subcontractors.

2.8.3.5 CMAR shall receive, open, record and evaluate the bids. The apparent low bidders shall be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals, CMAR, in addition to bid price, shall consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor bids shall be done with the City representative in attendance to observe and witness the process. CMAR shall resolve any Subcontractor bid withdrawal, protest or disqualification in connection with the award at no increase in the cost of the Work.

2.8.4 Upon completion of the Subcontractor selection process, CMAR shall submit a summary report to the City of the entire Subcontractor selection process. The report shall indicate, by bid process, all Subcontractors contacted to determine interest, the Subcontractors solicited, the bids received and costs negotiated, compliance with Arizona law as cited in Subsection 2.8.1 above and the selected Subcontractors for each category of Work.

2.8.5 The selected Subcontractors shall provide a schedule of values, which shall be used to create the overall Project schedule of values.

2.8.6 CMAR shall employ only Subcontractors who are duly licensed in Arizona and qualified to perform the Work per the requirements of the Contract Documents.

2.8.7 Regardless of the selection procedure, CMAR is responsible for ensuring that the costs of the Subcontractor's and/or Supplier's services are reasonable and a prudent use of public funds.

2.8.8 Regardless of the selection procedure and in any case, CMAR is solely responsible for the cost and performance of the selected Subcontractors or Suppliers. The City's approvals under this section are not and shall not be construed to be a waiver, in part or in whole, of CMAR's responsibility and obligation to perform as set forth in this Agreement or any subsequent construction agreement or GMP and for the cost, or less than the cost, set forth in any GMP to which the parties agree.

ARTICLE 3 – PERIOD OF SERVICES

3.1 The design phase services described in this Agreement shall be performed by CMAR in accordance with the most current updated/revised Project Master Schedule. Failure on the part of CMAR to adhere to the Project Master Schedule requirements for activities for which it is responsible shall be sufficient grounds for termination of this Agreement by the City.

3.1.1 Upon failure to adhere to the approved Project Master Schedule, the City may provide written notice to CMAR that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within three (3) days of CMAR's receipt of such notice.

3.2 If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or holiday for the City, then said obligation shall be due and owing, and said time period shall expire, on the first day thereafter which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made if completed no later than 4:00 p.m. (Flagstaff time) on the day of performance.

ARTICLE 4 – CONTRACT AMOUNT AND PAYMENTS

4.1 CONTRACT AMOUNT

4.1.1 Based on the design phase services fee proposal submitted by CMAR and accepted by the City (which by reference is made a part of this Agreement); the City shall pay CMAR a fee not to exceed $203,579.00 as follows:

For the basic services described in Article 2, CMAR shall receive a fee not to exceed:	$ 203,579.00
Additional services and allowances, as described in Section 4.3:	
Owner's Contigency (inclusive)	$18,570.00
Total Contract Amount, not to exceed:	$203,579.00

4.2 PAYMENTS

4.2.1 Requests for monthly payments by CMAR for design phase services shall be submitted on the City's "Contract Payment Request" form and shall be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment shall include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of Work completed during the preceding month. Services negotiated as a not-to-exceed fee shall be paid in accordance with the Work effort expended on that service during the preceding month.

4.2.2 Fees for CMAR and any Subconsultants shall be based upon the Hourly Rate Schedule included as Exhibit "A" attached hereto.

4.2.3 CMAR shall pay all sums due Subconsultants for services and reimbursable expenses within fourteen (14) calendar days after CMAR has received payment for those services from the City. In no event shall the City pay more than ninety percent (90%) of the Contract Amount until final acceptance of all design phase services, and award of the final approved GMP for the entire Project by City Council.

`4.2.4 CMAR agrees that no charges or claims for costs or damages of any type shall be made by it for any delays or hindrances beyond the reasonable control of the City during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting CMAR to proceed to complete any services, in whole or in part after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.

4.2.5 No compensation to CMAR shall be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.

4.2.6 If any service(s) executed by CMAR is delayed or suspended in whole or in part, for a period of more than one hundred eighty (180) days through no fault of CMAR, CMAR shall be paid for the services performed prior to the delay or suspension.

4.3 ADDITIONAL DESIGN PHASE SERVICES

4.3.1 CMAR may be required to provide services in excess of those set forth in Article 2. Mark-ups are not authorized and only the reimbursables specifically identified below shall be reimbursed as authorized herein. Any additional services shall be requested by the City, in writing, prior to the delivery of said services. There shall be no payment by the City for any additional services provided prior to or without the written request of the City for said services.

4.3.2 When authorized by the City, CMAR shall be entitled to reimbursement at cost of design phase services related expenses incurred for the following items:

(a) Reasonable charges for air transportation (not to exceed standard coach rates), ground travel (for automobile rental, taxi, parking, etc. not to exceed $50 per day), and authorized expenses while traveling (not to exceed the corporate rate at major business hotels in the area and a per diem for meal and miscellaneous business expenses of $45) shall be reimbursed. CMAR shall provide detailed receipts for all reimbursable charges. Travel expenses shall not exceed $ N/A without further approval of the City.

(b) Long-distance telephone and long-distance facsimile costs incurred on behalf of the Project shall be reimbursed. These costs shall not exceed $ N/A without further approval of the City.

(c) Non-overhead printing expenses incurred including the printing of Construction Documents for bidding, courier services or other Project-related services that may be requested by the City. The cost of such service shall not exceed $ N/A (reimbursable allowance) without further approval by the City.

ARTICLE 5 - CITY'S RESPONSIBILITIES

5.1 The City, at no cost to CMAR, shall furnish the following information:

5.1.1 One (1) copy of data the City determines pertinent to the work. However, CMAR shall be responsible for searching the records and requesting information it deems reasonably required for the Project.

5.1.2 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.

5.1.3 The name of the person designated to be the City's representative during the term of this Agreement. The City's Representative has the authority to administer this Agreement and shall monitor CMAR's compliance with all terms and conditions stated herein. All requests for information from or decisions by the City on any aspect of the work or Deliverables shall be directed to the City's Representative.

5.2 The City additionally shall:

5.2.1 Contract separately, with one or more design professionals, to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional shall be provided to CMAR for its information. CMAR shall have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to the City and Design Professional.

5.2.2 Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by CMAR except for those copies whose cost has been reimbursed by the City.

5.2.3 Provide CMAR with adequate information in its possession or control regarding the City's requirements for the Project.

5.2.4 Give prompt written notice to CMAR when the City becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications, or any of the services required hereunder. Upon notice of failure to perform, the City may provide written notice to CMAR that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within three (3) days of CMAR's receipt of such notice.

5.2.5 Notify CMAR of changes affecting the budget allocations or schedule.

5.3 The City's Representative, shall have authority to approve the Project Budget and Project Master Schedule, and render decisions and furnish information the City's Representative deems appropriate to CMAR.

ARTICLE 6 – AGREEMENT CONDITIONS

6.1 PROJECT DOCUMENTS AND COPYRIGHTS

6.1.1 City Ownership of Project Documents: All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared specifically in the performance of this Agreement (collectively referred to as Project Documents) are to be and remain the property of the City and are to be delivered to the City's Representative before the final payment is made to CMAR. Nonetheless, in the event these Projects Documents are altered, modified or adapted without the written consent of CMAR, which consent CMAR shall not unreasonably withhold, the City agrees to hold CMAR harmless to the extent permitted by law, from the legal liability arising out of and or resulting from the City's alteration, modification or adaptation of the Project Documents.

6.1.2 CMAR to Retain Copyrights: The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by CMAR, its Subconsultants or personnel, during the course of performing this Agreement or arising out of the Project shall belong to CMAR.

6.1.3 License to City for Reasonable Use: CMAR hereby grants, and shall require its Subconsultants to grant, a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Agreement. This license shall also include the making of derivative works. In the event that the derivative works require the City to alter or modify the Project Documents, then Subsection 6.1.1 above applies.

6.1.4 Documents to Bear Seal: When applicable and required by state law, CMAR and its Subconsultants shall endorse by an Arizona professional seal all plans, works, and Deliverables prepared by them for this Agreement.

6.1.5 Records Inspection: The City and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine CMAR's records related to this Agreement.

6.1.6 Record Retention: CMAR shall comply with the City's record retention policy with regard to all records associated with the Project. This record retention requirement shall remain in effect following expiration of the Agreement or termination of the Agreement by either Party.

6.2 COMPLETENESS AND ACCURACY OF CMAR'S WORK

CMAR shall be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Agreement and shall at its sole expense correct its work or Deliverables. Any damage incurred by the City as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to CMAR to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional CMAR in Flagstaff, Arizona would exercise under similar conditions. The fact that the City has accepted or approved CMAR's work or Deliverables shall in no way relieve CMAR of any of its responsibilities under this Agreement, nor does this requirement to correct the work or Deliverables constitute a waiver of any claims or damages otherwise available by law or Agreement to the City. Correction of errors, omissions and acts discovered on architectural or engineering plans and specifications shall be the responsibility of the Design Professional.

6.3 ALTERATION IN CHARACTER OF WORK

6.3.1 In the event an unanticipated or unforeseen alteration or modification in the character of Work or Deliverables results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project Master Schedule, the Work or Deliverables shall nonetheless be performed as directed by the City. However, before any altered or modified Work begins, a Change Order or Amendment shall be approved and executed by the City and CMAR. Such Change Order or Amendment shall not be effective until approved by the City.

6.3.2 Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to CMAR may accordingly be adjusted by mutual agreement of the contracting parties.

6.3.3 No claim for extra work done, or materials furnished, by CMAR shall be allowed by City except as provided herein, nor shall CMAR do any work or furnish any material(s) not covered by this Agreement unless such work or material is first authorized in writing. Work or material(s) furnished by CMAR without such prior written authorization shall be at CMAR's sole jeopardy, cost, and expense, and CMAR hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished shall be made.

6.4 DATA CONFIDENTIALITY

6.4.1 As used in this Agreement, data **("Data")** means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by CMAR in the performance of this Agreement.

6.4.2 The parties agree that all Data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to CMAR in connection with CMAR's performance of this Agreement is confidential and proprietary information belonging to the City.

6.4.3 CMAR shall not divulge Data to any third party without prior written consent of the City. CMAR shall not use the Data for any purposes except to perform the services required under this Agreement. These prohibitions shall not apply to the following Data:

6.4.3.1 Data, which was known to CMAR prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City;

6.4.3.2 Data which was acquired by CMAR in its performance under this Agreement and which was disclosed to CMAR by a third party, who to the best of CMAR's knowledge and belief, had the legal right to make such disclosure and CMAR is not otherwise required to hold such data in confidence; or

6.4.3.3 Data which is required to be disclosed by CMAR by virtue of law, regulation, or court.

6.4.4 In the event CMAR is required or requested to disclose Data to a third party, or any other information to which CMAR became privy as a result of any other Agreement with the City, CMAR shall first notify the City as set forth in this Article of the request or demand for the Data. CMAR shall timely give the City sufficient facts, such that the City can have a meaningful opportunity to either first give its consent or take such action that the City may deem appropriate to protect such Data or other information from disclosure.

6.4.5 CMAR, unless prohibited by law, within ten (10) calendar days after completion of services for a third party on real or personal property owned or leased by the City, shall promptly deliver, as set forth in this section, a copy of all Data to the City. All Data shall continue to be subject to the confidentiality agreements of this Agreement.

6.4.6 CMAR assumes all liability for maintaining the confidentiality of the Data in its possession and agrees to compensate the City if any of the provisions of this section are violated by CMAR, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section shall be deemed to cause irreparable harm that justifies injunctive relief in court.

6.5 PROJECT STAFFING

6.5.1 Prior to the start of any work or Deliverables under this Agreement, CMAR shall submit to the City, an organization chart for CMAR staff and Subconsultants and detailed resumes of key personnel listed in its response to the City's Request for Qualifications or subsequent fee proposals (or revisions thereto), that shall be involved in performing the services prescribed in this Agreement. Unless otherwise informed, the City hereby acknowledges its acceptance of such personnel to perform such services under this Agreement. In the event CMAR desires to change such key personnel from performing such services under this Agreement, CMAR shall submit the qualifications of the proposed substituted personnel to the City for prior approval. Key personnel shall include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.

6.5.2 CMAR shall maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the scope of services described in this Agreement throughout the period of those services. If the City objects, with reasonable cause, to any of CMAR's staff, CMAR shall take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel acceptable to the City.

6.6 INDEPENDENT CONTRACTOR

6.6.1 CMAR is and shall be an independent contractor and whatever measure of control the City exercises over the work or Deliverables pursuant to this Agreement shall be as to the results of the work only. No provision in this Agreement shall give, or be construed to give, the City the right to direct CMAR as to the details of accomplishing the work or Deliverables. These results shall comply with all applicable laws and ordinances.

6.7 SUBCONSULTANTS

6.7.1 Prior to beginning the work or Deliverables, CMAR shall furnish, for the City's approval, the names of all Subconsultants to be used on this Project. All subsequent changes shall be subject to the approval of the City.

6.8 TERMINATION

6.8.1 The City and CMAR hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate any or all services provided for in this Agreement, or terminate any portion of the Project for which services have been performed by CMAR.

6.8.2 In the event the City terminates any or all of the services or any part of the services as herein provided, the City shall so notify CMAR in writing, and CMAR shall immediately after receiving such notice, discontinue advancing the Work specified under this Agreement and mitigate the expenditure, if any, of costs resulting from such termination.

6.8.3 CMAR, upon such termination, shall promptly deliver to the City all reports, estimates and other work or Deliverables entirely or partially completed, together with all unused materials supplied by the City.

6.8.4 CMAR shall appraise the work completed and submit an appraisal to the City for evaluation. The City shall have the right to inspect CMAR's Work or Deliverables to appraise the Work completed.

6.8.5 CMAR shall receive compensation in full for services satisfactorily performed to the date of such termination and the reasonable direct costs and direct expenses attributable to such termination. The fee shall be paid in accordance with Article 4 of this Agreement, and shall be an amount mutually agreed upon by CMAR and the City. If there is no mutual agreement, the final determination shall be made in accordance with Section 6.9, "Disputes". However, in no event shall the fee exceed that set forth in Article 4 or as amended in accordance with Section 6.3 above, “Alteration in Character of Work”. The City shall make the final payment within sixty (60) days after CMAR has delivered the last of the partially or otherwise completed Work items and the final fee has been agreed upon.

6.9 DISPUTE AVOIDANCE AND RESOLUTION

6.9.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CMAR and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

6.9.2 CMAR and the City shall first attempt to resolve disputes or disagreements at the field level through discussions between CMAR’s Representative and the City’s Representative.

6.9.3 If a dispute or disagreement cannot be resolved through CMAR’s Representative and the City’s Representative, CMAR’s Senior Representative and the City’s Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties shall exchange relevant information that shall assist the parties in resolving their dispute or disagreement.

6.9.4 Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement shall be filed in the Coconino County Superior Court and Arizona law shall apply and control. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys’ fees and court costs from the non-prevailing party.

6.10 WITHHOLDING PAYMENT

6.10.1 The City reserves the right to withhold funds from the City’s progress payments up to the amount equal to the claims the City may have against CMAR, until such time that a settlement on those claims has been reached.

6.11 RECORDS/AUDIT

6.11.1 Records of CMAR's direct personnel payroll, reimbursable expenses pertaining to the Project and records of accounts between the City and CMAR shall be kept on a generally recognized accounting basis and shall be available for up to three (3) years following final completion of the Project. The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate this Agreement and any Change Orders. The City reserves the right to decrease Contract Amount and/or payments made on this Agreement if, upon audit of CMAR's records, the audit discloses CMAR has provided false, misleading, or inaccurate cost and pricing data.

6.11.2 CMAR shall include a provision similar to Subsection 6.11.1 above in all of its agreements with Subconsultants, Subcontractors, and Suppliers providing services under this Agreement to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants', Subcontractors', and Suppliers' records to verify the accuracy of cost and pricing data. The City reserves the right to decrease Contract Amount and/or payments made on this Agreement if the above provision is not included in Subconsultant, Subcontractor, and Supplier Agreements, and one or more of those parties do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

6.12 INDEMNIFICATION

6.12.1 To the fullest extent permitted by law, CMAR agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, and any jurisdiction or agency issuing permits for any Work included in the Project, their officers, agents and employees, hereinafter individually and collectively referred to as "indemnitee", from all suits and claims, including attorney's fees and cost of litigation, actions, losses, damage, expenses, costs or claims of any character or any nature relating to, arising out of, or alleged to have resulted from the negligent, reckless, or intentional acts, errors, mistakes, omissions, work or services of the CMAR related to the Work or Deliverables done in fulfilling the terms of this Agreement, or on account of any act, claim or amount arising out of or recovered under Workmen's Compensation Law, or arising out of the failure of CMAR to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that CMAR shall be responsible for primary loss investigation, defense and judgment costs where this Agreement of indemnity applies.

6.13 NOTICES

6.13.1 Many notices or demands required to be given, pursuant to the terms of this Agreement, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below ***and*** to legal counsel for the party to whom the notice is being given.

To City:	Patrick Brown, Purchasing Manager City of Flagstaff 211 West Aspen Avenue Flagstaff, Arizona 86001
To CMAR	Marco Spagnuolo, CEO Eagle Mountain Construction 3100 N. Cadent Ct. Flagstaff, Arizona 86004
To City:	Eli Reisner, Project Manager City of Flagstaff

	211 West Aspen Avenue Flagstaff, Arizona 86001
Copy to: Design Professional (if applicable)	Julie Lead Peak Engineering 110 N. Agassiz Street Flagstaff, Arizona 86001

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

6.14 COMPLIANCE WITH ALL LAWS

6.14.1 CMAR will comply with all applicable Federal, State, County and City laws, regulations and policies, including but not limited to the mandatory statutory provisions. CMAR understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. CMAR agrees to comply with these laws in performing the Contract Documents and to permit the City to verify such compliance.

6.15 CONFLICT OF INTEREST

6.15.1 To evaluate and avoid potential conflicts of interest, CMAR shall provide written notice to the City, as set forth in this section, of any work or services performed by CMAR for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice shall be given at least seven (7) business days prior to commencement of the Project by CMAR for a third party, or at least seven (7) business days prior to an adverse action as defined below. Written notice and disclosure shall be sent to:

Patrick Brown, C.P.M.
Purchasing Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

6.15.2 Actions considered to be adverse to the City under this Agreement include but are not limited to:

(a) Using Data, as defined in this Agreement, acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City;

(b) Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; and

(c) Using Data to produce income for CMAR or its employees independently of performing the services under this Agreement, without the prior written consent of the City.

6.15.3 CMAR represents that except for those persons, entities and projects previously identified in writing to the City, the services to be performed by CMAR under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City.

6.15.4 CMAR's failure to provide a written notice and disclosure of the information as set forth in this section shall constitute a material breach of this Agreement.

6.16 CONTRACTOR'S LICENSE

6.16.1 Prior to award of this Agreement, CMAR shall provide to the City's Senior Procurement Specialist, its Contractor's License Classification and number and its Federal Tax I.D. number.

6.17 SUCCESSORS AND ASSIGNS

6.17.1 The City and CMAR and their partners, successors, assigns, and legal representatives shall each be bound to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor CMAR shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. In no event shall any contractual relationship be created or be construed to be created as between any third party and the City. Notwithstanding the City's consent to assignment, CMAR as Assignor, and the Assignee shall both remain liable under all rights, obligations, terms, and conditions of this Agreement.

6.18 FORCE MAJEURE

6.18.1 If either party is delayed or prevented from the performance of any service, in whole or part, required under this Agreement by reason of acts of God or other cause beyond the control and without fault of that party (financial inability excepted), performance of that act shall be excused, but only for the period of the delay. The time for performance of the act shall be extended for a period equivalent to the period of delay.

6.19 COVENANT AGAINST CONTINGENT FEES

6.19.1 CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City has any interest, financially, or otherwise, in CMAR. The City shall in the event of the breach or violation of this warranty, have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Amount or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

6.20 NON-WAIVER PROVISION

6.20.1 The failure of either party to enforce any of the provisions of this Agreement or to require performance by the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every provision.

6.21 JURISDICTION

6.21.1 This Agreement shall be deemed to be made under, and shall be construed in accordance with, and governed by the laws of the State of Arizona, without regard to the conflicts or choice of law provisions thereof. An action to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in the Superior Court, Coconino County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

6.22 SURVIVAL

6.22.1 All warranties, representations and indemnifications by CMAR shall survive the completion or termination of this Agreement.

6.23 MODIFICATION

6.23.1 No supplement, modification, or amendment of any term of this Agreement shall be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provisions of this Agreement, except as expressly provided herein to the contrary.

6.24 SEVERABILITY

6.24.1 If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof

shall not be affected and shall be enforceable to the fullest extent permitted by law.

6.25 INTEGRATION

6.25.1 This Agreement contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

6.26 TIME IS OF THE ESSENCE

6.26.1 Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

6.27 THIRD PARTY BENEFICIARY

6.27.1 This Agreement shall not be construed to give any rights or benefits in the Agreement to anyone other than the City and CMAR. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of the City and CMAR and not for the benefit of any other party.

6.28 COOPERATION AND FURTHER DOCUMENTATION

6.28.1 CMAR agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

6.29 CONFLICT IN LANGUAGE

6.29.1 All Work or Deliverables performed shall conform to all applicable City codes, ordinances and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and any Exhibits, the provisions in this Agreement shall prevail.

6.30 CANCELLATION FOR CONFLICT OF INTEREST

6.3.1 All parties hereto acknowledge that this Agreement is subject to cancellation for conflict of interest by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

6.31 CONFIDENTIALITY OF PLANS & SPECIFICATIONS

6.31.1 Any plans or specifications received by CMAR regarding the Project are for official use only. CMAR may not share them with others except as required to fulfill Agreement obligations with the City.

ARTICLE 7 - INSURANCE

CMAR shall procure and maintain for the duration of this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work or Deliverables hereunder by CMAR, its agents, representatives, employees, Subconsultants, Subcontractors, and/or Suppliers. Insurance requirements related to any construction Work done during the design phase or during the construction phase shall be defined in a separate Agreement associated with the construction phase. CMAR shall cause all Subcontracts to contain identical terms and conditions to those included in this Article.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants that might arise out of the performance of the Work or Deliverables under this Agreement by CMAR, its agents, representatives, employees, Subconsultants, Subcontractors, or Suppliers and CMAR is free to purchase such additional insurance as it may determine necessary.

7.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

7.1.1 CMAR shall provide coverage at least as broad and with limits of liability not less than those stated below.

7.1.1.1 Commercial General Liability-Occurrence Form

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

7.1.1.2 Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles

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

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

7.1.1.3 Workers Compensation and Employers Liability

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

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

7.1.2 Self-Insured Retentions Any self-insured retentions and deductibles greater than $10,000 shall be declared to and approved by the City.

7.2 OTHER INSURANCE REQUIREMENTS

7.2.1 The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

7.2.1.1 The City, its officers, officials, agents, and employees, are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of CMAR, including the City's general supervision of CMAR; products and completed operations of CMAR; and automobiles owned, leased, hired or borrowed by CMAR.

7.2.1.2 The Commercial General Liability Insurance shall contain broad form contractual liability coverage and shall not exclude liability arising out of the explosion, collapse or underground hazard ("EXU").

7.2.1.3 The City, its officers, officials, agents, and employees shall be additional insureds to the full limits of liability purchased by CMAR, even if those limits of liability are in excess of those required by this Agreement. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B CG 20 10 11 85.

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

7.2.3 CMAR'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. The coverage provided by CMAR and its

Subcontractors shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

7.2.4 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents, and employees for losses arising from Work performed for the City.

7.2.5 Workers' Compensation and Employers Liability polices are to contain, or be endorsed to contain, the following: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from work performed for the City.

7.3 SUBCONSULTANT INSURANCE

7.3.1 CMAR's certificate(s) shall include all Subcontractors as insureds under its policies. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

7.4 NOTICE OF CANCELLATION

7.4.1 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

Patrick Brown, C.P.M.
Purchasing Manager
The City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

7.5 ACCEPTABILITY OF INSURERS

7.5.1 Insurance is to be placed with insurers duly licensed companies in the State of Arizona, and with an A.M. Best's rating of no less than A-,7, or as approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City. The City in no way warrants that the above required minimum insurer rating is sufficient to protect CMAR from potential insurer insolvency.

7.6 VERIFICATION OF COVERAGE

7.6.1 CMAR shall furnish the City, Certificates of Insurance (ACORD form or equivalent approved by the City) with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsement(s) that restricts or limits coverages shall be clearly noted on the Certificate of Insurance.

7.6.2 All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to the earlier of commencement of work under this Agreement or signing of this Agreement, and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of this Agreement.

7.6.3 All Certificates of Insurance required by this Agreement shall be sent directly to the Contracts Division. The Project Number and Project description shall be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

7.7 APPROVAL

7.7.1 Any modification or variation from the insurance requirements in this Agreement shall be approved by the City Attorney's Office, whose decision shall be final. Such action shall not require a formal Agreement

amendment, but may be made by administrative action.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2019.

THE CITY OF FLAGSTAFF, ARIZONA,
an Arizona Municipal Corporation

By: _____
Josh Copley
City Manager

EAGLE MOUNTAIN CONSTRUCTION COMPANY
an Arizona Corporation

By:_____

Title: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A – SCOPE OF WORK AND FEE SCHEDULE

Following is a brief description of the Project for which the design phase service services specified in this Agreement are to be performed:

See attached Scope of Work and Fee Schedule dated March 29, 2019.

EXHIBIT B - SUBMITTAL REQUIREMENTS FOR THE GMP

GMP proposal(s) Submittals; one (1) electronic copy for review, two (2) copies shall be requested by the City's Project Representative prior to Agreement execution. The two (2) copies shall be velo punched and bound.

Table of Contents:

1. Scope of Work
2. Summary of the GMP
3. Schedule of Values – summary spreadsheet and backup documents
4. List of Plans and Specifications used for GMP Proposal
5. List of clarification and assumptions
6. Project Master Schedule

1. Scope of work shall consist of a brief description of the work to be performed by CMAR and major points that CMAR and the City shall be aware of pertaining to the scope.

2. A summary of the GMP with a total for each of the components of the GMP as listed in its definition in Article 1 shall be presented per the format shown in the following table:

CITY OF FLAGSTAFF SAMPLE GMP SUMMARY TABLE

	A	B	D	E	
1	**ITEM DESCRIPTION**			**TOTAL**	Contractor can choose to fill in table using percentages or flat rates.
2	**DIRECT COSTS**				
3	COST OF THE WORK			$ 8,000,000.00	Total Cost of the Schedule of Values
4	**INDIRECT COSTS**				
5	GENERAL CONDITIONS COSTS (GCs) (Percentage of Cost of the Work)		10.00%	$ 800,000.00	Percentage based on Cost of the Work (E5/E3)
6		**SUBTOTAL #1 - Cost of the work + GCs**		**$ 8,800,000.00**	**Sum of E3 and E5**
7	CONSTRUCTION FEE (Fee) (Percentage of Subotal #1)		5.68%	$ 500,000.00	Percentage based on Subtotal #1 (E7/E6)
8		**SUBTOTAL #2 - Cost of the work + GCs + Fee**		**$ 9,300,000.00**	**Sum of E6 and E7**
9	PAYMENT & PERFORMANCE BONDS (Bonds) (Percentage of Subtotal #2)		1.08%	$ 100,000.00	Percentage based on Subtotal #2 (E9/E8)
10		**SUBTOTAL #3 - Cost of the work + GCs + Fee + Bonds**		**$ 9,400,000.00**	**Sum of E8 and E9**
11	INSURANCE (Percentage of Subtotal #3)		0.85%	$ 80,000.00	Percentage based on Subtotal #3 (E11/E10)
12		**SUBTOTAL #4 - Cost of the work + GCs + Fee + Bonds + Insurance**		**$ 9,480,000.00**	**Sum of E10 and E11**
13	SALES TAX (Percenage of Subtotal #4, Percentage = 65% x City of Flagstaff current tax rate)		5.82%	$ 551,560.62	Subtotal #4 multipled by current tax rate x 0.65 (E12xD13)
14					
15	CMAR CONTINGENCY (Percentage of Cost of the Work)		1.25%	$ 100,000.00	Percentage based on Cost of the Work (E15/E3)
16					
17	**GMP**			**$ 10,131,560.62**	**Sum of E12 through E15**
18	OWNER'S CONTINGENCY (Percentage of Cost of the Work)		2.50%	$ 200,000.00	Percentage based on Cost of the Work (E18/E3)
19	**CONTRACT PRICE**			**$ 10,331,560.62**	**Sum of E17 and E18**

Last Revised 5/9/2018

All costs should be listed individually for future use.

The General Conditions Costs shall include a detailed breakdown of itemized costs separate but similar to the the Schedule of Vales.

The summary of the GMP shall also include the Project #, Project Name, and Date the GMP was submitted.

(**Do not acquire bond or insurance until notified by the City's Project Representative.**)

3. Schedule of Values - spreadsheet with the estimated cost organized by subagreement categories, contingencies, general conditions, taxes, bonds, insurances, and construction fee. The supporting document for the spreadsheet shall be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the most current version of the Cost Model utilized to develop the GMP.

4. A list of the Plans and Specifications with latest issuance date including all addenda used in preparation of the GMP proposal. (Date stamped and signed by Contractor)

5. A list of the clarifications and assumptions made by CMAR in the preparation of the GMP proposal, to supplement the information contained in the documents.

6. A Critical Path Method (CPM) diagram construction schedule.

NOTE: The submittal package shall be kept as simple as possible all on 8 ½ x 11 sheets. Color or shading shall be kept to a minimum. If used, make sure the color or shading shall not affect the reproduction of the submittal in black and white.

For questions regarding the submittal requirements, please contact Eli Reisner, Project Manager at (928) 213-2679.

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

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

FILE NO. 03-18005 **Project Manager:** Eli Reisner

CONTRACTOR/CONSULTANT: Eagle Mountain Construction

PROJECT DESCRIPTION:
A utility and roadway improvements Project in the Coconino Estates Neighborhood funded by the Road Repair and Street Safety Sales Tax. Proposed improvements generally consist of replacing existing water and sewer mains, water and sewer services, fire hydrants, street lights, asphalt structural section, and select defective edge improvements.

JUSTIFICATION FOR USE AND AMOUNT:

Contractor's Contingency Justification and Amount: NA

Owner's Contingency Justification and Amount:
An Owner's Contingency in the amount of $18,507.00 was recognized to be necessary to compensate Eagle Mountain Construction for the additional CMAR design phase services required to address the following potential unforeseen items of work where details could not be determined at the time of contracting:

- Agency and Stakeholder coordination meetings to determine a solution to unforeseen items.
- Potholes needed to identify existing underground public and franchise utilities performed by Cardno.
- Public outreach services as needed from Beta PR
- Increase in the Project scope due to additional funding becoming available or oversight during Project scoping.
- This is a large-scale project, which will therefore increase the number of unforeseen items just due to its size.

The $18,507.00 Owner's Contingency is 10% of the $185,072.00 fee proposed by Eagle Mountain Construction to complete the CMAR design phase services for the Project, which combined equals $203,579.00 for the Contract Amount. This amount is within the limits of allowed contract allowance for Design Contracts (Professional Services Contracts) utilizing traditional project delivery methods per the Procurement Code revisions approved by Council on April 16, 2019.

COST/BUDGET/FUNDING SOURCE ANALYSIS:

Contractor's Contingency: NA

Owner's Contingency:
The Owner's Contingency is recommended to be included in the Contract Amount and can be funded by the Road Repair and Street Safety Program under the Coconino Estates FY 2019 appropriations of $1,034,298 for the Coconino Estates Improvements Project Account (046-05-116-3371-6).

APPROVAL:	Signature	Date:
Project Manager		Approval Recommended 4/23/2019
Program Manager		Approval Recommended 4/23/2019
Section Head	Richard A. Barnett	Approval Recommended 4/23/19
Division Head		Approval Recommended 4/23/19

Definitions

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

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

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

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

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

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

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

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

EAGLE MOUNTAIN CONSTRUCTION

3100 North Caden Ct.
Flagstaff, Arizona 86004

Mass Earthwork • Utilities • Concrete • Paving
AZROC #315942 & 315943

928-526-2587
www.emcaz.com

April 2, 2019

City of Flagstaff
Attn: Eli Reisner
211 W. Aspen Ave
Flagstaff, AZ 86001

RE: **DESIGN PHASE SCOPE AND FEE PROPOSAL**

Eagle Mountain Construction ("EMC") appreciates the opportunity to provide this Design Phase Scope and Fee Proposal to the City of Flagstaff for the Coconino Estates Improvements CMAR. We believe the project team assembled, combined with thoughtful planning and execution, will provide an excellent product for the City of Flagstaff, and a positive experience for the stakeholders of Coconino Estates and the surrounding areas.

SCOPE OF SERVICES:

TASK 1 – KICKOFF MEETING

- Project kick off and coordination meeting with the Design Team: EMC will work with the City of Flagstaff and Peak Engineering to discuss project goals and critical success factors. The purpose is to develop a strategy for design reviews, design changes, budgeting updates and PR issues that may arise during the design phase.

TASK 2 – CARDNO, INC. SUE MAPPING

- EMC will contract with Cardno, Inc. to work with Peak Engineering and the entire design team for base mapping and SUE mapping operations. Cardno will perform utility records research, utility investigations, and potholing services. Cardno will also be responsible for acquiring inverts on manholes, storm drains and water vale nut elevations. The information they generate will be incorporated into the Project base map provided by Peak, to be utilized by Peak and the design team to help with the design and assist in construction operations during the construction phase. Cardno will provide copies of the documents from their utility records research, sealed pothole exhibits, sealed plan(s) and an AutoCAD file with this data and linework on the City's coordinate system, datum, and Project base map. The information will also include location and size of water and sewer services from the main to the customer's side.

TASK 3 – COORDINATION MEETINGS

- (1) Design documents utility coordination meeting with Cardno, COF and Peak
- (33) Design Coordination meetings with the City and Peak Engineering to discuss design stage progress, issues and constructability resolutions.
- (5) Design Comment and Resolution and cost model review meetings with COF and Peak: Final design comments will be provided by EMC to help with finalizing the design. Discuss design budgets and possible options to mitigate construction costs
- (7) Coordination meetings with FUSD (3), Flagstaff Junior Academy (1), NAIPTA (1), and ADOT (2) – EMC will participate in discussions with the prior mentioned entities along with the City of Flagstaff and Peak.
- (4) Design Meetings with City of Flagstaff Departments, including Water Services (1), Stormwater (2) and Traffic (1).
- (2) Coordination meetings with APS – EMC will participate in discussions with APS along with the City of Flagstaff and Peak.
- (2) Coordination meetings with USACE, USACE Design Engineer, Peak, and COF to discuss improvements at the Beal Street bridge.

TASK 4 – DESIGN REVIEW

- EMC will internally review and comment on the 30%, 60%, Final 1 and Final 2 for both south and north phases of the design plans. EMC will evaluate constructability and cost saving tactics and provide comments and a Cost Models to the design team and City of Flagstaff. EMC will participate reviewing the cost models provided and discuss design and construction budgets and possible options to mitigate construction costs.

TASK 5 – PUBLIC OUTREACH

- EMC will contract with Beta PR to help facilitate and coordinate public relations efforts. Working with Beta PR, Peak and the City, EMC will help organize and facilitate Public outreach meetings and other forms of information distribution. EMC will attend 3 Community Public Meetings, near the 30% design (1), near construction commencement for the south phase (1), and near construction commencement for the north phase (1), bringing visual aids and proposed phasing to help educate the public and address any questions or concerns that they might have.

- Beta PR Services will Include the following tasks:

  BPR Task 1 – **Project Fliers Design and Production -** BetaPr will design and produce four (4) project fliers. The initial flier will introduce the project to the public, open lines of communication and provide a time frame for the first public meeting. Three (3) additional fliers will serve as public meeting invitations and general project information pieces.

  BPR Task 2 – **Project Flier Mailing -** Project fliers will be mailed to fully saturate areas in and around the project corridors (see Figure 1). Fliers will be mailed directly to property owner's addresses generated from the Coconino County Assessor's website. Initial mailing activities will be performed immediately after City Council's award of contract. Additional mailing activities will be performed to notify stakeholders of the three design phase public meetings.

  BPR Task 3 – **Outreach to Project Corridor Businesses and Residents –** In addition to the mailed fliers, BetaPr will hand-deliver the project fliers to each business and resident along the project corridors. Initial outreach will be performed immediately after City Council's award of contract. Additional outreach activities will be performed to notify stakeholders of the three design phase public meetings.

  BPR Task 4 – **Attend Kickoff and Progress Meetings -** BetaPr will attend the kickoff meeting to review the project schedule, establish communication protocols, and identify City and team contacts. Staff will attend three additional progress meetings, one prior to each public meeting.

  BPR Task 5 – **Facilitate Public Meetings -** BetaPr will facilitate three public meetings, including producing meeting materials, assisting with presentations, and meeting set-up and take-down. After the meetings are complete, a summary report will be provided to the team compiling all comments and input received. The City of Flagstaff will be responsible for the public meeting locations and any associated venue rental fees.

  BPR Task 6 – **Project Hotline Maintenance and Public Issues Log -** BetaPr will establish and maintain a project hotline. Hotline calls will be answered by BetaPr staff during the course of the project. All caller issues, questions, or concerns will be directed to the project team for response. A Public Issues Log documenting all project hotline calls, project-specific emails received, and the nature of those inquiries will be recorded as part of the log.

  BPR Task 7 – **eNews Release and Database Development -** BetaPr will develop and release an eNews prior to each public meeting. Distribution will include the interested party database generated from hotline calls, emails received, and requests received via stakeholder outreach. The project database will be updated to include any new interested party contacts for future eNews communications during construction.

  BPR Task 8 – **Web Page Updates -** Web updates will be developed and provided to the City of Flagstaff to upload to their existing project-dedicated web page prior to each public meeting.

TASK 6 – PROJECT MASTER SCHEDULE AND CONSTRUCTION MANAGEMENT PLAN

- EMC will develop the and provide an update of the Project Master Schedule at each stage and phase of the design and will include Peak's Design Schedule. Coinciding with Project Master Schedule development is the Construction Management Plan, which will include items such as the construction phasing plan and residential/neighborhoods access plan. These will all be utilized in the Community Public Meetings as well.

TASK 7 – COST MODELS

- EMC will provide cost models that coordinate with the different design stages at 30%, 60%, Final 1 for the south phase and 30%, 60%, Final 1 and Final 2 stage of the north phase. These will be utilized in the review process to determine cost and time saving options. Once the review of the south phase Final 1 design plans is complete, the south phase GMP will be developed. Once the review of the north phase Final 2 design plans is complete, the north phase GMP will be developed.

TASK 8 – SUBCONTRACTOR AND SUPPLIER PROCUREMENT

- EMC will develop the cost models and in later design stages, begin bid solicitations and subcontractor procurement. These bids are analyzed and then recommendations will be made to the City of Flagstaff.

TASK 9 – GMP DEVELOPMENT

- EMC will take the cost models at the Final 1 design stage for the south phase and the Final 2 design stage for the north phase and develop the final GMP as well as all documents required for Council approval.

Deliverables to the City of Flagstaff:

1. Cardno, Inc. management and SUE mapping product
2. Comments and constructability reviews for 30%, 60%, and Final 1 design docs for both phases and Final 2 design docs for the north phase.
3. Subconsultant (Beta PR) coordination for Public Outreach
4. Costs Models for 30%, 60%, Final 1 for both phases and Final 2 of the north phase
5. Final GMP Documents for both south and north phases
6. Project Master Schedule
7. Project Management Plan

We propose to bill on a lump sum percent complete per task basis unless otherwise noted as an allowance. Allowances would be invoiced on a time and materials basis. Allowances are to be as authorized by the City's PM. Please refer to the attached Fee Proposal detail summary for hour totals. We propose a contract time period of 470 calendar days.

Thank you,

Eagle Mountain Construction

Marco Spagnuolo
CEO

Eagle Mountain Construction
3100 N. Caden Ct. - Flagstaff, AZ 86004
AZ ROC 315942, 315943

CMAR Design Phase Fee Proposal

To: City of Flagstaff
Project: Coconino Estates Improvements CMAR
Date: 4/9/2019
Rev #: 4

TASK	ITEM DESCRIPTION	Project Director Hrs.	Project Manager Hrs.	Super-intendent Hrs.	Scheduler Hrs.	Direct Hrs.	Direct Labor Total	Consultants & Misc.	TOTAL
	Hourly Rate :	*$ 105.00*	*$ 95.00*	*$ 65.00*	*$ 45.00*				
1.0	**Project Kick-Off Meeting 2-12-19**								
1.1	Kick-Off Meeting #1	4.0	4.0	4.0		12.0	$ 1,060.00	$ -	$ 1,060.00
	SUBTOTAL:	**4.0**	**4.0**	**4.0**	**0.0**	**12.0**	**$ 1,060.00**	**$ -**	**$ 1,060.00**
2.0	**Cardno SUE Mapping**								
2.1	Cardno Sue Mapping	0.0	0.0	0.0		0.0	$ -	$ 65,817.00	$ 65,817.00
2.2	Traffic Control Sub							$ 3,000.00	$ 3,000.00
	SUBTOTAL:	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**$ -**	**$ 68,817.00**	**$ 68,817.00**
3.0	**Coordination Meetings**								
	SOUTH PHASE								
3.1	30% Design Documents Utility Coordination Meeting w/ Cardno, COF and Peak (1)	4.0	4.0	4.0		12.0	$ 1,060.00	$ -	$ 1,060.00
3.2	30% Design Coordination w/ COF and Peak (5)	8.0	20.0	8.0		36.0	$ 3,260.00	$ -	$ 3,260.00
3.3	30% Design Comment and Resolution and cost model review with COF and Peak (1)	4.0	4.0	4.0		12.0	$ 1,060.00	$ -	$ 1,060.00
3.4	30% Stakeholder and Public Involvement meeting with COF Water Services(1)	2.0	4.0	2.0		8.0	$ 720.00	$ -	$ 720.00
3.5	30% Stakeholder and Public Involvement meeting with COF Stormwater(2)	2.0	4.0	2.0		8.0	$ 720.00	$ -	$ 720.00
3.6	30% Stakeholder and Public Involvement meeting with COF Traffic (1)	2.0	4.0	2.0		8.0	$ 720.00	$ -	$ 720.00
3.7	30% Stakeholder and Public Involvement meeting with ADOT (2)	2.0	4.0	2.0		8.0	$ 720.00	$ -	$ 720.00
3.8	30% Stakeholder and Public Involvement meeting with APS (2)	2.0	4.0	2.0		8.0	$ 720.00	$ -	$ 720.00
3.9	30% Stakeholder and Public Involvement meeting with NAIPTA (1)	2.0	4.0	2.0		8.0	$ 720.00	$ -	$ 720.00
3.10	30% Stakeholder and Public Involvement meeting with FUSD (3)	4.0	6.0	4.0		14.0	$ 1,250.00	$ -	$ 1,250.00
3.11	30% Stakeholder and Public Involvement meeting with FJA (1)	2.0	2.0	2.0		6.0	$ 530.00	$ -	$ 530.00
3.12	60% Design Coordination w/ COF and Peak (6)	12.0	24.0	4.0		40.0	$ 3,800.00	$ -	$ 3,800.00
3.13	60% Design Comment and Resolution and cost model review with COF and Peak (1)	4.0	4.0	4.0		12.0	$ 1,060.00	$ -	$ 1,060.00
3.14	Final 1 Design Coordination w/ COF and Peak (6)	12.0	24.0	4.0		40.0	$ 3,800.00	$ -	$ 3,800.00
3.15	Final 1 Design Comment and Resolution and cost model review with COF and Peak (1)	4.0	4.0	2.0		10.0	$ 930.00	$ -	$ 930.00
3.16	Final 2 Design coordination with COF and Peak (2)	4.0	8.0	4.0		16.0	$ 1,440.00	$ -	$ 1,440.00
	NORTH PHASE								
3.17	60% Design Coordination w/ COF and Peak (6)	8.0	12.0	4.0		24.0	$ 2,240.00	$ -	$ 2,240.00
3.18	60% Design Comment and Resolution and cost model review with COF and Peak (1)	4.0	4.0	4.0		12.0	$ 1,060.00	$ -	$ 1,060.00
3.19	Final 1 Design Coordination w/ COF and Peak (6)	8.0	12.0	4.0		24.0	$ 2,240.00	$ -	$ 2,240.00
3.20	Final 1 Design Comment and Resolution and cost model review with COF and Peak (1)	4.0	4.0	2.0		10.0	$ 930.00	$ -	$ 930.00
3.21	Final 2 Design coordination with COF and Peak (2)	4.0	8.0	4.0		16.0	$ 1,440.00	$ -	$ 1,440.00
3.22	Coordination Mtgs with USACE, Peak and COF (2)	8.0	8.0	4.0		20.0	$ 1,860.00	$ -	$ 1,860.00
	SUBTOTAL:	**106.0**	**172.0**	**74.0**	**0.0**	**352.0**	**$ 32,280.00**	**$ -**	**$ 32,280.00**
4.0	**Design Review**								
4.1	30% Design Review (South Phase)	4.0	8.0	4.0		16.0	$ 1,440.00	$ -	$ 1,440.00
4.2	60% Design Review (South Phase)	4.0	8.0	8.0		20.0	$ 1,700.00	$ -	$ 1,700.00
4.3	Final 1 Design Review (South Phase)	4.0	4.0	4.0		12.0	$ 1,060.00	$ -	$ 1,060.00
4.4	30% Design Review (North Phase)	4.0	4.0	4.0		12.0	$ 1,060.00	$ -	$ 1,060.00
4.5	60% Design Review (North Phase)	4.0	4.0	8.0		16.0	$ 1,320.00	$ -	$ 1,320.00
4.6	Final 1 Design Review (North Phase)	4.0	4.0	4.0		12.0	$ 1,060.00	$ -	$ 1,060.00
4.7	Final 2 Design Review (North Phase)	4.0	4.0	4.0		12.0	$ 1,060.00	$ -	$ 1,060.00
	SUBTOTAL:	**28.0**	**36.0**	**36.0**	**0.0**	**100.0**	**$ 8,700.00**	**$ -**	**$ 8,700.00**
5.0	**Public Outreach Meetings**								
5.1	Public Outreach Meeting (3)	9.0	16.0	12.0		37.0	$ 3,245.00	$ -	$ 3,245.00
5.3	Beta PR - Scope Services	0.0	0.0	0.0		0.0	$ -	$ 15,790.00	$ 15,790.00
	SUBTOTAL:	**9.0**	**16.0**	**12.0**	**0.0**	**37.0**	**$ 3,245.00**	**$ 15,790.00**	**$ 19,035.00**
6.0	**Project Master Schedule and Constuction Management Plan**								
6.1	30% CMAR Project Master Schedule (South and North Phase)	16.0	24.0	24.0	8.0	72.0	$ 5,880.00	$ -	$ 5,880.00
6.2	60% CMAR Project Master Schedule (South and North Phase)	4.0	8.0	16.0	8.0	36.0	$ 2,580.00	$ -	$ 2,580.00
6.3	Final 1 CMAR Project Master Schedule (South and North Phase)	4.0	8.0	16.0	4.0	32.0	$ 2,400.00	$ -	$ 2,400.00
6.4	Finalized CMAR Project Master Schedule (South and North Phase)	4.0	8.0	8.0	4.0	24.0	$ 1,880.00	$ -	$ 1,880.00
	SUBTOTAL:	**28.0**	**48.0**	**64.0**	**24.0**	**164.0**	**$ 12,740.00**	**$ -**	**$ 12,740.00**
7.0	**Cost Modeling**								
7.1	30% Cost Model (South Phase)	24.0	8.0	2.0		34.0	$ 3,410.00	$ -	$ 3,410.00
7.2	60% Cost Model (South Phase)	40.0	16.0	2.0		58.0	$ 5,850.00	$ -	$ 5,850.00
7.3	Final 1 Cost Model (South Phase)	16.0	8.0	2.0		26.0	$ 2,570.00	$ -	$ 2,570.00
7.4	30% Cost Model (North Phase)	24.0	8.0	2.0		34.0	$ 3,410.00	$ -	$ 3,410.00
7.5	60% Cost Model (North Phase)	32.0	16.0	2.0		50.0	$ 5,010.00	$ -	$ 5,010.00
7.6	Final 1 Cost Model (North Phase)	16.0	8.0	2.0		26.0	$ 2,570.00	$ -	$ 2,570.00
7.7	Final 2 Cost Model (North Phase)	8.0	4.0	2.0		14.0	$ 1,350.00	$ -	$ 1,350.00
	SUBTOTAL:	**160.0**	**68.0**	**14.0**	**0.0**	**242.0**	**$ 24,170.00**	**$ -**	**$ 24,170.00**
8.0	**Subcontractor & Supplier Procurement**								
8.1	Sub & Supplier Scoping	24.0	40.0	4.0		68.0	$ 6,580.00	$ -	$ 6,580.00
8.2	Bid Solicitation	8.0	16.0	2.0		26.0	$ 2,490.00	$ -	$ 2,490.00
8.3	Bid Analysis & Recommendation	4.0	8.0	4.0		16.0	$ 1,440.00	$ -	$ 1,440.00
	SUBTOTAL:	**36.0**	**64.0**	**10.0**	**0.0**	**110.0**	**$ 10,510.00**	**$ -**	**$ 10,510.00**
9.0	**GMP Development Docs for Council Approval**								
9.1	GMP Development Docs	8.0	40.0	0.0		48.0	$ 4,640.00	$ -	$ 4,640.00
9.2	Final Schedule & Phasing Plan to City Council	8.0	24.0	0.0		32.0	$ 3,120.00	$ -	$ 3,120.00
	SUBTOTAL:	**16.0**	**64.0**	**0.0**	**0.0**	**80.0**	**$ 7,760.00**	**$ -**	**$ 7,760.00**
	TOTAL:	**387**	**472**	**214**	**24**	**1097**	**$ 100,465.00**	**$ 84,607.00**	**$ 185,072.00**

EMC CONFIDENTIAL

19621 N. 23rd Drive
Suite 150
Phoenix, AZ 85027
602-977-8000 (phone)
www.cardno.com

March 29, 2019

Eagle Mountain Construction Co.
Attn: Jason Woods
3100 N. Caden Ct.
Flagstaff, AZ 86004
Email: Reid.Kaiser@hdrinc.com
Phone: 775-229-5509

RE: Coconino Estates Improvements Phase 1
Flagstaff, Arizona
Subsurface Utility Engineering (SUE) – Scope of Services
Cardno Proposal No. 16104-19-0010

Dear Mr. Woods:

Thank you for the opportunity to propose on this project. Our experience providing subsurface utility engineering for State DOTs, counties, municipalities, and various public works departments will enable us to successfully complete this utility investigation and meet the program and project goals. The combination of our resources and experience will provide you with the confidence that Cardno is the right choice to complete the project on time and on budget. For more information please visit www.cardno.com.

Our Scope of Services is further detailed in the project understanding section of this proposal. This proposal has been prepared based upon the "Coconino Estates Improvements Phase 1 Scoping Document E-OUTLINE With Comments 2-33-2019" and email correspondence. We have provided you with a Time and Material Fee to complete the specific items described within the Scope of Services. We respectfully request any comments or questions you may have.

Thank you again for this opportunity. We are committed to giving you the quality and service that you expect from Cardno.

Sincerely,

Cardno, Inc.

Robert Ramsey, P.E, LEED AP
Business Unit Manager – UES West
Phone: 602.320.8121
Email: robert.e.ramsey@cardno.com

PROJECT UNDERSTANDING

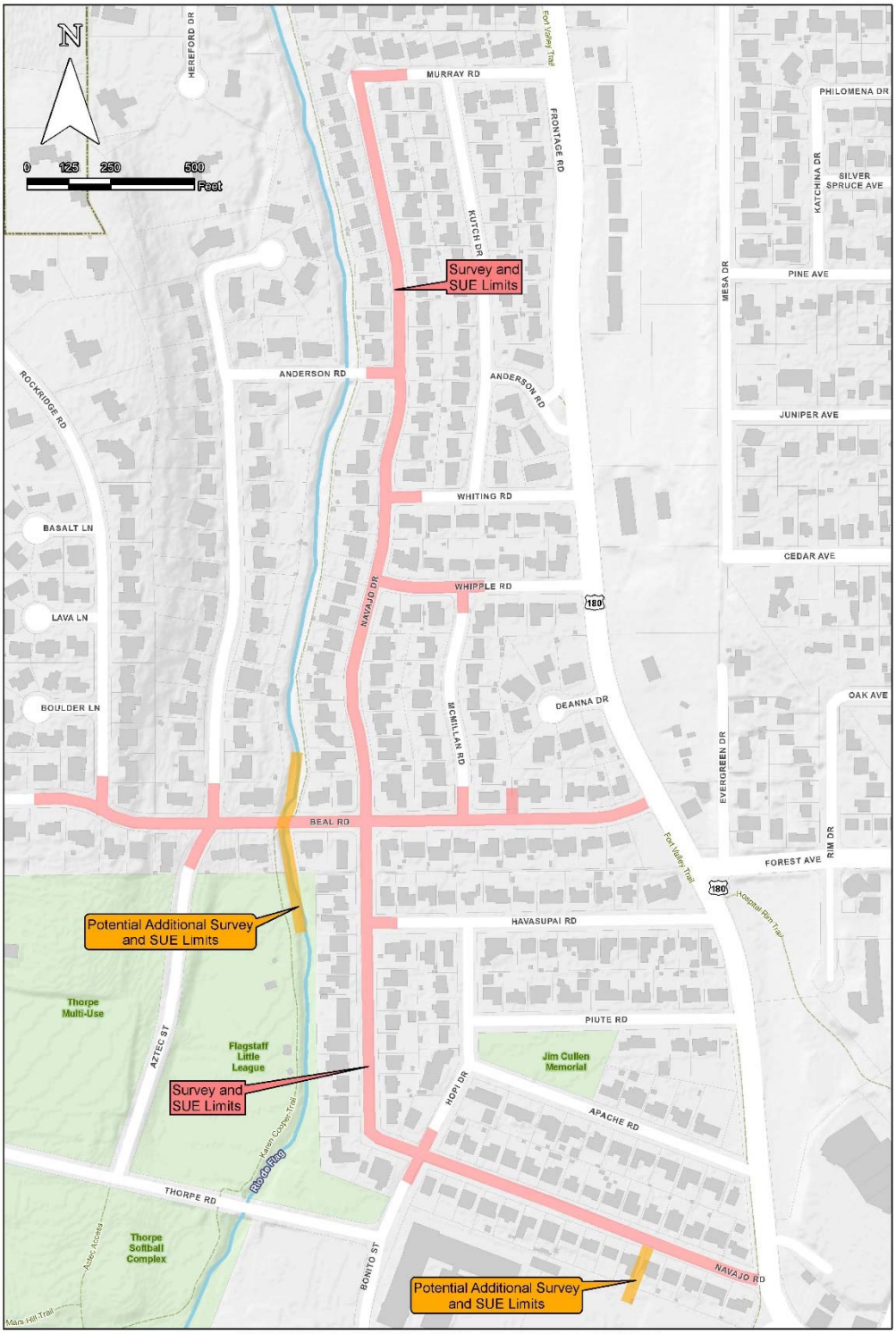
The Cardno team will complete ASCE 38 Quality Level D, C, B, & A Utility Mapping along the existing City of Flagstaff (COF) right of way of W. Beal Road from approximately 100 feet west of N. Rockridge Road to N. Fort Valley Road, along the existing COF right of way of N. Navajo Drive from N. Navajo Road to N. Murray Road, along the existing COF right of way of W. Whipple Road from N Navajo Drive to N McMillian Road, and along the existing COF right of way of N. Navajo Road from N. Navajo Drive to N. Fort Valley Road. The team will utilize the CI/ASCE 38 standard for collecting and depicting the existing utilities and build the highest quality utility map available. This process will include an iterative field investigation which will ultimately produce detailed drawings that are signed and sealed by a Professional Engineer in accordance with the requirements of the Standard.

Cardno's general workflow to our approach is outlined below:

1. Perform records research (Quality Level D);
2. Perform survey of existing Utility Appurtenances (Quality Level C)
3. Perform geophysical investigation (Quality Level B designating);
4. Perform survey of utility markings placed by our designators;
5. Complete utility mapping with depictions as outlined in the ASCE 38 standard;
6. QA/QC of our investigative findings based on existing records, maps and as-built information;
7. Complete QLA Test Holes as requested by the design team;
8. Provide mapping of the completed utility investigation findings – signed and sealed by a licensed engineer.

LIMITS OF INVESTIGATION

- The utility investigation will cover the existing City of Flagstaff (COF) right of way of W. Beal Road from approximately 100 feet west of N. Rockridge Road to N. Fort Valley Road, along the existing COF right of way of N. Navajo Drive from N. Navajo Road to N. Murray Road, along the existing COF right of way of W. Whipple Road from N Navajo Drive to N McMillian Road, and along the existing COF right of way of N. Navajo Road from N. Navajo Drive to N. Fort Valley Road as shown in the figure below. The investigation will also cover approximately 100 feet in all directions of the cross streets of the previous listed streets.
- The results of utility investigation and any survey work performed in conjunction with the investigation will be tied to the project datum as specified by the Peak Engineering and the design team.



COCONINO ESTATES IMPROVEMENTS PHASE I

Survey and SUE Limits Exhibit

Document Name: Survey and SUE Limits Date: 2/28/2019

PROJECT APPROACH

The Cardno team will complete a SUE mapping investigation in accordance with the CI/ASCE Standard 38: *Standard Guideline for the Collection and Depiction of Existing Subsurface Utilities*. ASCE 38 provides a nationally recognized, standard guideline for the collection and depiction of existing subsurface utility data. The quality level provides a professional opinion of the quality and reliability of the utility information. The four quality levels are as follows:

- Quality Level D (QLD): Record research of existing subsurface utilities within the project limits by contacting each utility owner and obtaining their available facility records. This process will substantiate necessary records that will be obtained and the mapping of untraceable (nonmetallic buried without trace wire) utilities that do not meet Quality Level C or B specifications. QLD mapping is based on information obtained from record drawings and includes utility type, ownership, size and material composition.
- Quality Level C (QLC): Inclusive of a QLD effort, the project team will provide QLC mapping of existing untraceable subsurface utilities by correlating surveyed surface evidence to the QLD utility records to obtain the utility location. QLC mapping includes utility type, ownership, size and material composition based on available record information.
- Quality Level B (QLB): Involves the use of QLC and QLD methods of utility investigation and the use of surface geophysical techniques under the direction of a Professional Engineer licensed in the State of Arizona to determine the existence and horizontal position of underground utilities. This activity is called “designating.” The information obtained in this manner is surveyed to project control. Two-dimensional (2D) mapping information is obtained.
- Quality Level A (QLA): Involves the use of QLB, QLC and QLD methods of investigation, plus the use of minimally intrusive excavation methods at critical points to determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material and other characteristics. The excavation and data documentation activity is called Locating "excavation of test holes". It is the highest level of utility certainty presently available. When surveyed and mapped, precise plan and profile information is available for making final design decisions at the test hole locations.

Cardno’s general approach is to perform a QLB investigation using all available geophysical means and methods to identify the location of the subsurface utilities within the project limits. Where QLB data is not able to be obtained, the utility will be show at QLC or QLD depending on available information and surface features.

The scope of services identified below provide for QLB mapping. The following tasks outline in detail our approach to the services to be rendered.

SCOPE OF WORK

A Professional Engineer licensed in the State of Arizona (Consultant) shall oversee, document, stamp and seal a Subsurface Utility Engineering (SUE) investigation of the project area to determine existing utility conditions within the project limits. As part of the SUE investigation for this project the Consultant will work on the following tasks:

QLD Utility Records Research

The Cardno team shall perform the following activities as part of their research effort on this project:

- Conduct a full reconnaissance and utility records research to aid in the identification of Utility Owners that may have facilities on, or be affected by, the SUE project.
- Collect all applicable utility facility records available through Utility Owner(s), such as one-call notification, service maps, as-built drawings, standard drawings, service plats, construction plans from prior projects, local government or Agency permit exhibit drawings, and oral histories gained through interviews with Utility Owner officials and authorities.
- Compile a list of all utility companies contacted for information. Note information received with contact information for each response and note non-response if applicable.
- Attempt to identify all known and unknown utilities, except as noted above, within the project area at QLB and depict those utilities at the actual achieved utility Quality Level.
- All documents collected and all utility company contacts (including contact info) will be provided to the client

➢ Perform QLC, QLB Investigation

The Cardno team will conduct the following:

- While conducting survey of the QLB designating marks as identified below, Cardno will review the survey of existing visible surface utility appurtenances conducted by the Prime Consultant for the project and their team (Peak Engineering) and correlate the information provided to the QLD utility records to obtain the utility location. This effort will update the information and mapping to QLC, and all data will be incorporated into the CAD file and final PDF deliverable.
- Utilize geophysical utility locating techniques to determine the true horizontal position of conductive utilities within the project area. The project team will provide QLB mapping of existing traceable (metallic or nonmetallic buried with trace wire) subsurface utilities utilizing a variety of geophysical locating equipment to detect, verify and designate the location of subsurface utilities from above ground. Once designated (horizontally positioned), verified utilities are marked using appropriate pink paint and flagging which is the standard industry color for temporary markings. This field information is then surveyed and mapped into a digitized CAD file compatible with the project design files.
- Cardno will utilize a full suite of geophysical equipment appropriate to existing site conditions for locating the type of utility being investigated. Utilities detected that were not identified by the records research will be termed “undocumented” and depicted on the plans as “unknown” utilities.
- Cardno will use a complimentary suite of geophysical tools in an attempt to determine the location of undocumented utilities but cannot guarantee finding all undocumented utilities. Electromagnetic depths will not be recorded during this investigation.
- As an additional step, Cardno will use inductive scanning techniques in critical areas to attempt to designate the presence of conductive undocumented utilities. QLA Test Holes may be necessary to confirm the existence of undocumented utilities in areas of potential conflicts.
- GPR NOTE: Cardno will conduct an investigation of the project site using Ground Penetrating Radar (GPR) equipment in an effort to detect larger non-metallic utilities. However, the degree of success of a GPR investigation is based entirely on the composition of the soils and the depth and scale of subsurface targets. Electrically non-conductive soils, such as quartz sands, typically allow for the study of phenomena to depths greater than 15 feet. Electrically conductive soils, such as clay, moist silt or saline soils, typically preclude the investigation of targets deeper than 3-6 feet. A determination of a maximum attainable depth of investigation requires on-site resistive site calibration of the GPR equipment. Subsequently, due to the unknown receptiveness of specific site soils to the passage of radar energy, conclusive results cannot be guaranteed from GPR.
- QLB depiction will be attempted on all mainline utilities included within Cardno’s geophysical investigation, with the exception of sewer, storm drain, and possibly non-metallic water which will be depicted at QLC or QLD dependent upon existing physical appurtenances associated with these lines; utilities that cannot be designated at QLB but have existing physical appurtenances in the field will be depicted at QLC; utilities which cannot be designated at QLB and for which there are no visible physical appurtenances will be depicted at QLD per record.
- Locating and identifying individual utility services to homes and buildings will include water, sewer, electrical, communications and natural gas only when they are serviced directly from the City of Flagstaff ROW. Underground storage tanks (USTs), septic fields, traffic loop systems and landscape irrigation are excluded.
- Invert information and, where possible, pipe size/material will be collected at Storm and Sewer Manholes as well as Storm Drain Catch Basins and Drop inlets, where accessible from the surface, and shown on the structure diagrams. The alignment of the sewer pipes will be shown on the drawing based on a combination of record information received, results of the invert investigation, surveyed MH’s/CB’s and professional judgment. If confined space entry is required to obtain information of offset or excessively deep pipes, extra costs will be incurred and will be discussed with the client in advance.
- Collect top of nut elevations on water valves throughout the project limits. If valves are full of water or debris Cardno will notify the client whom will then be responsible for having the valves box cleaned out for further investigation.

➢ Perform Overhead Utility Survey

The Cardno team will research and document overhead utilities within the project limits as follows:

- Pole locations; Ownership and type of utility if available; All data will be incorporated into the CAD drawing and final PDF deliverable. Survey of Pole locations will be completed by Peak Engineering and the prime survey team.

➢ Perform CCTV Investigation

The Cardno team will conduct a CCTV investigation of all sanitary sewer lines throughout the project limits:

- The Cardno team will complete a conventional CCTV investigation, daily reports will follow the NASCO format and standards.
- All sewer laterals encountered during the mainline investigation will also be investigated using CCTV via side launching sondes and video capabilities. The laterals will also be located using a sonde attached to the side launching CCTV apparatus, such that the horizontal position can be determined and mapped/painted on the ground surface. The field markings will be surveyed and processed into the project utility base file.
- CCTV work will be completed and a QA/QC review of all CCTV deliverables against the SUE mapping will be completed. Cardno will provide the client with a QA/QC'd copy of all CCTV reports, videos, and accompanying information.

➢ Perform QLA Test Holes (Potholes) per the QLA ASCE 38 Standard

The Cardno team will complete 25 test holes (assumed) on this project at identified conflict locations as follows:

- Cardno can assist the client in determining the critical points based on their design to identify the test hole locations along with an accompanying test hole number.
- Will provide traffic control plans and protection in accordance with the City of Flagstaff specifications and permit requirements. This item will be subcontracted to a local certified traffic control company if required, and permits for all work are assumed to be waived by the City.
- Cardno will obtain required permits (no cost permits), contact state one-call notification system (Blue Stake), and submit one-call tickets prior to excavation.
- Cardno will use the compressed air & vacuum excavation method at critical points to measure and record the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material and other characteristics. Standard hole size is 12"x12" hole with a depth up to 6 feet deep.
- Backfill of excavated test holes will be in accordance with City of Flagstaff standards (if applicable).
- The test hole information will be documented on the Cardno Testhole Data Report and then surveyed. The client will receive the reports and a CAD file with the surveyed test hole locations. The testhole reports will be signed and sealed by an Arizona Registered Professional Engineer (licensed with the AZ Board of Technical Registration).

Notes:

- Prior to beginning the QLA test hole work, Cardno will need to receive a list of all requested test holes with accompanying N&E coordinates
- Each test hole will be assigned a unique ID number and will be marked for survey.
- If rock or concrete is encountered during the excavation and Cardno is not able to excavate through our normal excavation procedures, Client will be immediately notified of the field conditions. Excavation in rock or excavation to a depth greater than 12 feet is considered beyond the scope of this proposal and can be estimated for the Client on a case by case basis.
- Dry test holes over QL D or C utilities will be billed at a rate equal of the test hole rate. Extra wide test holes (larger than 18 inches in width) will be billed at 150% of the test hole rate. Any hole excavated over 6' in depth will be charged $75 per foot.
- Test Holes in which two utilities are found at a separation of more than 18" on center will be billed as two separate test holes. Test Holes which are requested at locations of the crossing of two utilities will be billed as two separate test holes with the overall hole width exceeding 15".

DELIVERABLES /SCHEDULE

- The Cardno team will work closely with the project team to provide deliverables in a timeframe consistent with the overall project schedule. An estimated schedule and duration of tasks is listed below. An estimated time line for QLA test holes is below.
  - QLA Test Hole Permit approval and TC: 2 weeks
  - Set holes call in 811: 4 working days
  - QLA Investigation: 7 working days
  - QLA Test Hole Deliverable Preparation and QAQC: 4 working days

DELIVERABLES

- SUE plan set and CAD drawing showing the location of the utilities within the project area. The drawing will depict utilities within the investigation area at the achieved ASCE 38 Quality Level and a 24" x 36" PDF plan set will be signed and stamped by a licensed Professional Engineer.
- Pertinent QLA utility test hole data will be presented in scanned electronic format on our standard "Test Hole Data Summary" and individual "Test Hole Data Report" forms sealed by an Arizona Registered Professional Engineer (licensed with the AZ Board of Technical Registration) that includes the depth, horizontal coordinates, vertical elevation, size, and material composition of the utility line exposed at each test hole.
- Cardno will provide the client with a QA/QC'd copy of all CCTV reports, videos, and accompanying information.
- Cardno will provide the client with all documents collected during the QLD utility records research efforts
- Cardno will provide the client with the list of all utility companies (including contact information) contacted during the SUE investigation

ASSUMPTIONS

- Eagle Mountain will provide the following:
  - Existing topographic survey which will include above ground surface utility appurtenances
  - Survey control
  - Existing right-of-way mapping
  - A list of all active water meters servicing properties throughout the project limits
  - List of all requested test holes with accompanying N&E coordinates
  - Any previously collected utility records, points of contact, as-built plans, and electronic files will be made available for Cardno's use during the utility investigation.
  - Any and all CAD files of the design provided by others will be accurate and suitable for use by Cardno. Cardno assumes that these files are approved and that they are the most current and up-to-date files available, including any and all approved addendums. ROW and/or boundary work will not be completed by Cardno as part of this scope and fee. Any ROW or boundary line work that Cardno is asked to incorporate into our plans will need to be provided to Cardno for its use. If this information is unable to be provided, it will not be included or shown on the SUE utility plans prepared and submitted by Cardno.
  - This Scope of Services has been detailed to ensure we are providing the services desired and agreed to by the client and Cardno. Services not specifically listed are assumed to be excluded from Cardno's scope.
  - An estimated contingency line item for additional investigation is included for sections along Rio De Flag and Water Line tying into the Flagstaff High School. This will not be billed or start execution without prior notice from the client.
- Other assumptions:
  - City of Flagstaff will waive all permit fees and therefore have been assumed at zero cost
  - Sanitary Sewer lines do not require cleaning in order to complete the CCTV investigation. Cost to clean out the lines have not been included in this proposal.

PROJECT ESTIMATE

For the services outlined Cardno proposes compensation for the estimated fee identified below.

Cardno

Coconino Estates Improvements
Subsurface Utility Engineering
Cardno Proposal

PROJECT ESTIMATE			
SUE Quality Level "D, C & B" Designating/Mapping			
*Quality Level "D, C, & B" Designating Subsurface Utilities	40 hours @	$280.00 per hour	$11,200.00
		Subtotal	**$11,200.00**
SUE Quality Level "A" Test Hole Excavation			
*Quality Level "A" Test Hole Estimate	25 holes @	$630.00 per hole	$15,750.00
*Contingency	Extra Depth/Width and/or Concrete Work		$1,000.00
		Subtotal	**$16,750.00**
CCTV Investigation			
CCTV Investigation of Sanitary Sewer	Lump Sum		$7,800.00
CCTV Investigation of Sanitary Sewer Laterals	150 Laterals @	$78.00 per lateral	$11,700.00
		Subtotal	**$19,500.00**
Professional Services			
*Project Manager	2 hours @	$157.00 per hour	$314.00
*Project Engineer	8 hours @	$132.00 per hour	$1,056.00
*SUE Supervisor	16 hours @	$120.00 per hour	$1,920.00
*CAD Technician	36 hours @	$96.00 per hour	$3,456.00
*Admin	2 hours @	$69.00 per hour	$138.00
		Subtotal	**$6,884.00**
Misc., Permits & Maintenance of Traffic			
Permits: (assumes "zero" cost)	No Cost on Project		$0.00
Maintenance of Traffic Set-ups, Traffic Plan Preparation & Traffic Plan Permit Submittals	No Cost on Project		$0.00
Slurry Backfill (estimated)	Estimated (Billed Cost + 10%)		$2,500.00
Contingency Mapping (billed at rates above, will not execute without prior authorization)	Estimated		$3,000.00
		Subtotal	**$5,500.00**
		TOTAL	**$59,834.00**

*** Proposal estimate only, the cost may vary plus or minus do to unknown field conditions & municipalities requirements**
Note: Off duty police officers are not included in this proposal, if required per the permit restrictions a change order will be required.
Note: Permits are assumed to be at no cost due to being a City project. Traffic control plans, barricade setups, etc, are assumed to be at zero cost and will be covered by Eagle Mountain Construction.

Cardno will not exceed the estimated fee without prior authorization from Client. An invoice will be prepared upon completion for the actual work completed up to the estimated budget amount. We appreciate this opportunity to provide professional SUE and Surveying services for this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

Cardno, Inc.

Robert Ramsey, P.E, LEED AP
Business Unit Manager – UES West
Phone: 602.320.8121
Email: robert.e.ramsey@cardno.com

AGREEMENT

This Agreement sets forth the following terms and conditions for retention of Cardno, Inc. ("Cardno") to provide consulting services to Eagle Mountain (hereinafter referred to as "CLIENT") in connection with the subject project.

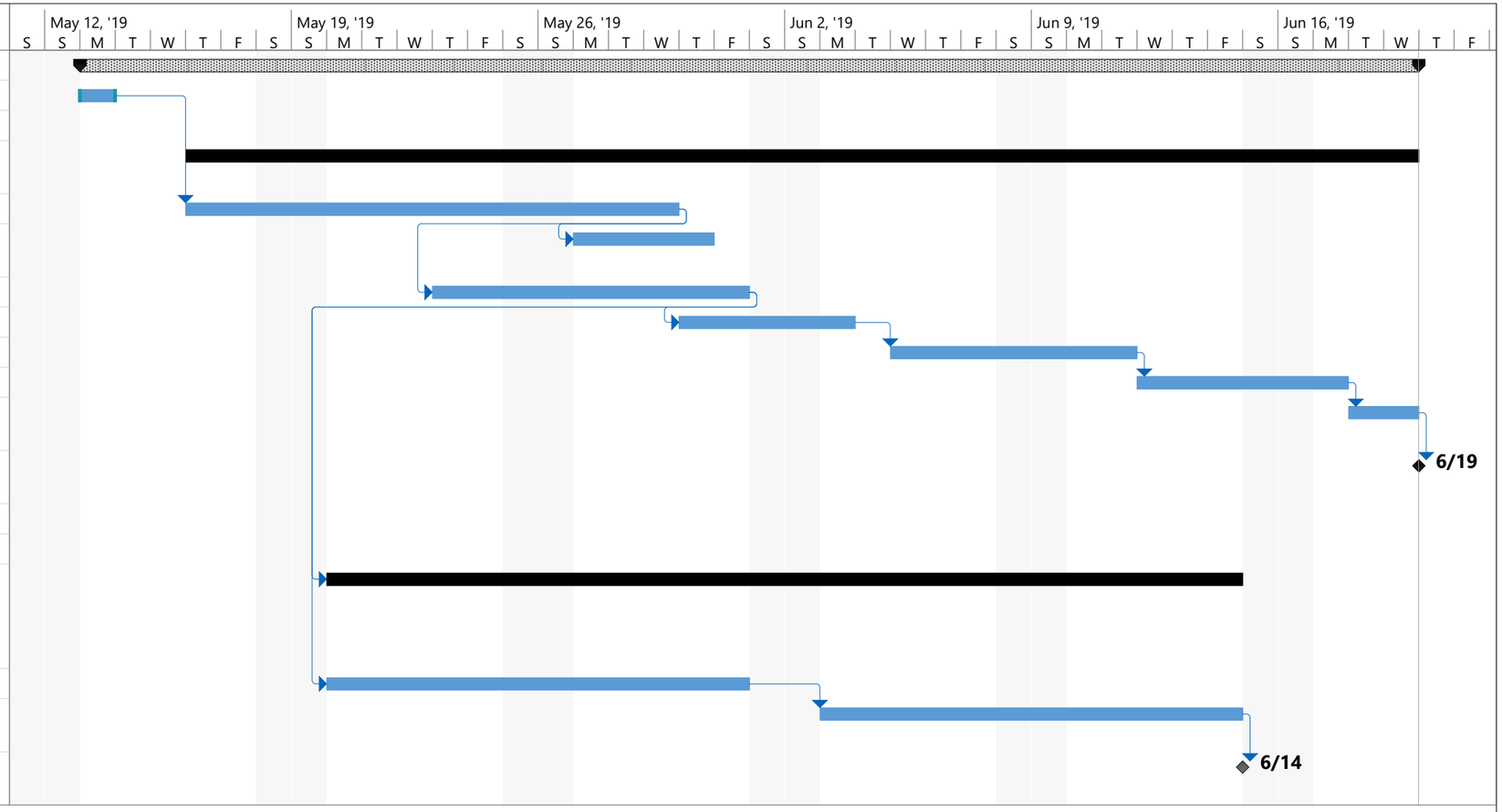
This Agreement consists of the following identified subparts, all of which are attached hereto and by this reference incorporated herein: SCOPE OF SERVICES, FEE SCHEDULE and GENERAL CONDITIONS.

The basis of Cardno's retention is described in the attached SCOPE OF SERVICES, COMPENSATION and GENERAL CONDITIONS. Client acknowledges they have read and agree to the Scope of Services, Fee Schedule and General Conditions as provided in the General Conditions. Any requested services which are in addition to the attached Scope of Services will be invoiced according to Cardno's standard schedule of rates or included in a contract addendum.

THIS IS A LEGALLY BINDING AGREEMENT APPROVED AND AGREED TO:

Approved for: *Eagle Mountain*	Approved for: *Cardno Inc.*
Signed:_____	Signed: _____
Name:_____	Name: _____
Title:_____	Title: _____
Date:_____	Date: _____

ID	Task Mode	Task Name	Duration	Start	Finish
1		CC Estates - SUE	28 days	Mon 5/13/19	Wed 6/19/19
2		NTP	1 day	Mon 5/13/19	Mon 5/13/19
3					
4		Subsurface Utility Engineering	25 days	Thu 5/16/19	Wed 6/19/19
5		Records Research	10 days	Thu 5/16/19	Wed 5/29/19
6		Supervisor Records/Review	4 days	Mon 5/27/19	Thu 5/30/19
7		Field Designating	7 days	Thu 5/23/19	Fri 5/31/19
8		Field Survey	3 days	Thu 5/30/19	Mon 6/3/19
9		CAD Data Processing	5 days	Wed 6/5/19	Tue 6/11/19
10		QA/QC Review	4 days	Wed 6/12/19	Mon 6/17/19
11		Address Review Comments	2 days	Tue 6/18/19	Wed 6/19/19
12		Submittal 100% ASCE 38-02 Mapping	0 days	Wed 6/19/19	Wed 6/19/19
13					
14					
15		CCTV Pipeline Inspection - Planning, Acquisition, and	20 days	Mon 5/20/19	Fri 6/14/19
16		Field Work	10 days	Mon 5/20/19	Fri 5/31/19
17		CCTV Reports	10 days	Mon 6/3/19	Fri 6/14/19
18		Submittal 100% CCTV	0 days	Fri 6/14/19	Fri 6/14/19



Project: Coconino Est. - SUE Sc
Date: Fri 3/8/19

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

April 3, 2019

Mr. Marco Spagnuolo
Eagle Mountain Construction, Inc.
3100 North Caden Court
Flagstaff, AZ 86004

Re: Coconino Estates Improvements Phase 1 Project – Scope of Work and Estimate for Public Involvement Services

Mr. Spagnuolo:

Beta Public Relations (BetaPr) respectfully submits this scope and estimated fee for Public Involvement Services on the City of Flagstaff's Coconino Estates Improvements Phase 1 Project. The project consists of utility and roadway improvements along West Beal Road from North Rockridge Road to North Fort Valley Road, North Navajo Drive from West Murray Road to West Navajo Road, West Whipple Road from North Navajo Drive to North McMillan Road, and West Navajo Road from North Navajo Drive to North Fort Valley Road.

Due to the potential impacts to businesses and residents, proactive public involvement is crucial to gathering valuable input and managing perception of the project. Outreach to local businesses, residents, and stakeholders will require a creative and targeted approach, adopted early and maintained throughout the project. This approach will begin with a project flier distributed immediately after City Council's award of contract. Additional outreach activities will be performed to notify stakeholders of the three design phase public meetings. By connecting with an informed public, the project team will develop a consensus on how to best proceed in the design process and into construction.

Assuming a 12-month schedule, we have developed a comprehensive approach to public outreach for the Coconino Estates Neighborhood. Outlined below are the tasks associated with the design phase of the project and estimated costs. If necessary, we will adjust our estimate to accommodate the City's needs, or any changes to the scope of work.

Project Scope	Estimated Cost
Task 1 – Project Fliers Design and Production BetaPr will design and produce four project fliers. The initial flier will introduce the project to the public, open lines of communication, and provide a time frame for the first public meeting. Three additional fliers will serve as public meeting invitations and general project information pieces.	$2,180.00

Task 2 – **Project Flier Mailings** Project fliers will be mailed to fully saturate areas in and around the project corridors (see Figure 1). Fliers will be mailed directly to property owner's addresses generated from the Coconino County Assessor's website. Initial mailing activities will be performed immediately after City Council's award of contract. Additional mailing activities will be performed to notify stakeholders of the three design phase public meetings.	$560.00
Task 3 – **Outreach to Project Corridor Businesses and Residents** In addition to the mailed fliers, BetaPr will hand-deliver the project fliers to each business and resident along the project corridors. Initial outreach will be performed immediately after City Council's award of contract. Additional outreach activities will be performed to notify stakeholders of the three design phase public meetings.	$2,980.00
Task 4 – **Attend Kickoff and Progress Meetings** BetaPr will attend the kickoff meeting to review the project schedule, establish communication protocols, and identify City and team contacts. Staff will attend three additional progress meetings, one prior to each public meeting.	$540.00
Task 5 – **Facilitate Public Meetings** BetaPr will facilitate three public meetings, including producing meeting materials, assisting with presentations, and meeting set-up and take-down. After the meetings are complete, a summary report will be provided to the team compiling all comments and input received. The City of Flagstaff will be responsible for the public meeting locations and any associated venue rental fees.	$3,480.00
Task 6 – **Project Hotline Maintenance and Public Issues Log** BetaPr will establish and maintain a project hotline. Hotline calls will be answered by BetaPr staff during the course of the project. All caller issues, questions, or concerns will be directed to the project team for response. A Public Issues Log documenting all project hotline calls, project-specific emails received, and the nature of those inquiries will be recorded as part of the log.	$520.00
Task 7 – **eNews Release and Database Development** BetaPr will develop and release an eNews prior to each public meeting. Distribution will include the interested party database generated from hotline calls, emails received, and requests received via stakeholder outreach. The project database will be updated to include any new interested party contacts for future eNews communications during construction.	$340.00
Task 8 – **Web Page Updates** Web updates will be developed and provided to the City of Flagstaff to upload to their existing project-dedicated web page prior to each public meeting.	$240.00
Total Estimated Labor Expenses	**$10,840.00**

Direct Expenses	Estimated Cost
Project flier printing – 3,000 pieces* x $0.50 per piece (750 per mailing) ** Includes mailings, door to door distribution, and supplying copies to project team.*	$1,500.00
Postage – 1,888 pieces* x $0.55 per piece (472 notifications per mailing) ** Includes property owner's addresses generated from the Coconino County Assessor's website.*	$1,038.40
Website domain and email service – $8.00 per month x 12 months	$96.00
Community meeting visual aids – Printing and reproduction	$400.00
Direct mail provider (eNews) and hotline phone service – $40 per month x 12 months	$480.00
Total Estimated Direct Expenses	**$3,514.40**

Total Estimated Project Cost $14,354.40

Thank you for the opportunity to work on this project. If you have any questions regarding the scope of work, feel free to contact me at (928) 440-5080. We look forward to working with Eagle Mountain Construction, Inc. to provide effective public involvement support for the Coconino Estates Improvements Phase 1 Project.

Sincerely,

Bryce Snyder
Principal
BetaPr

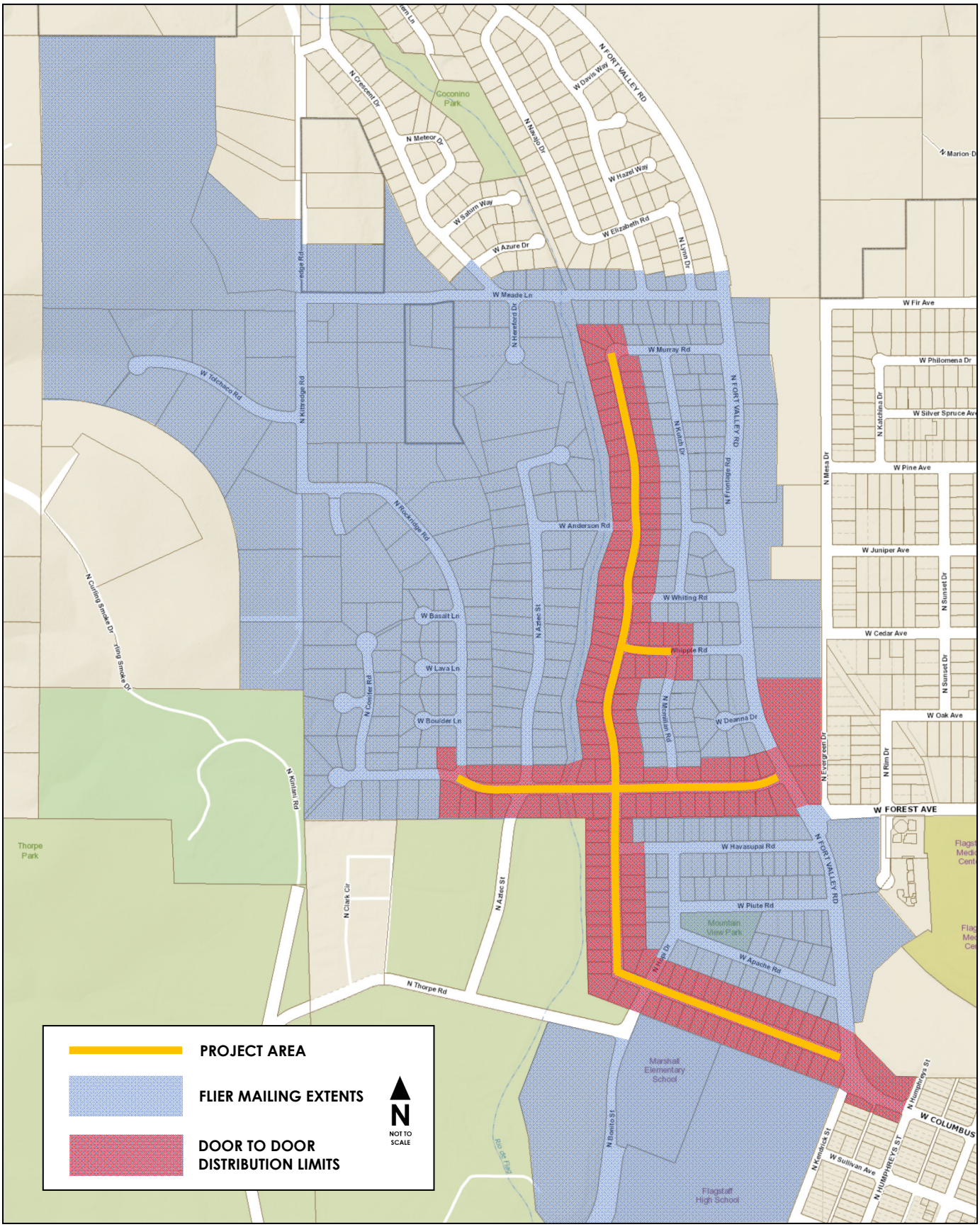
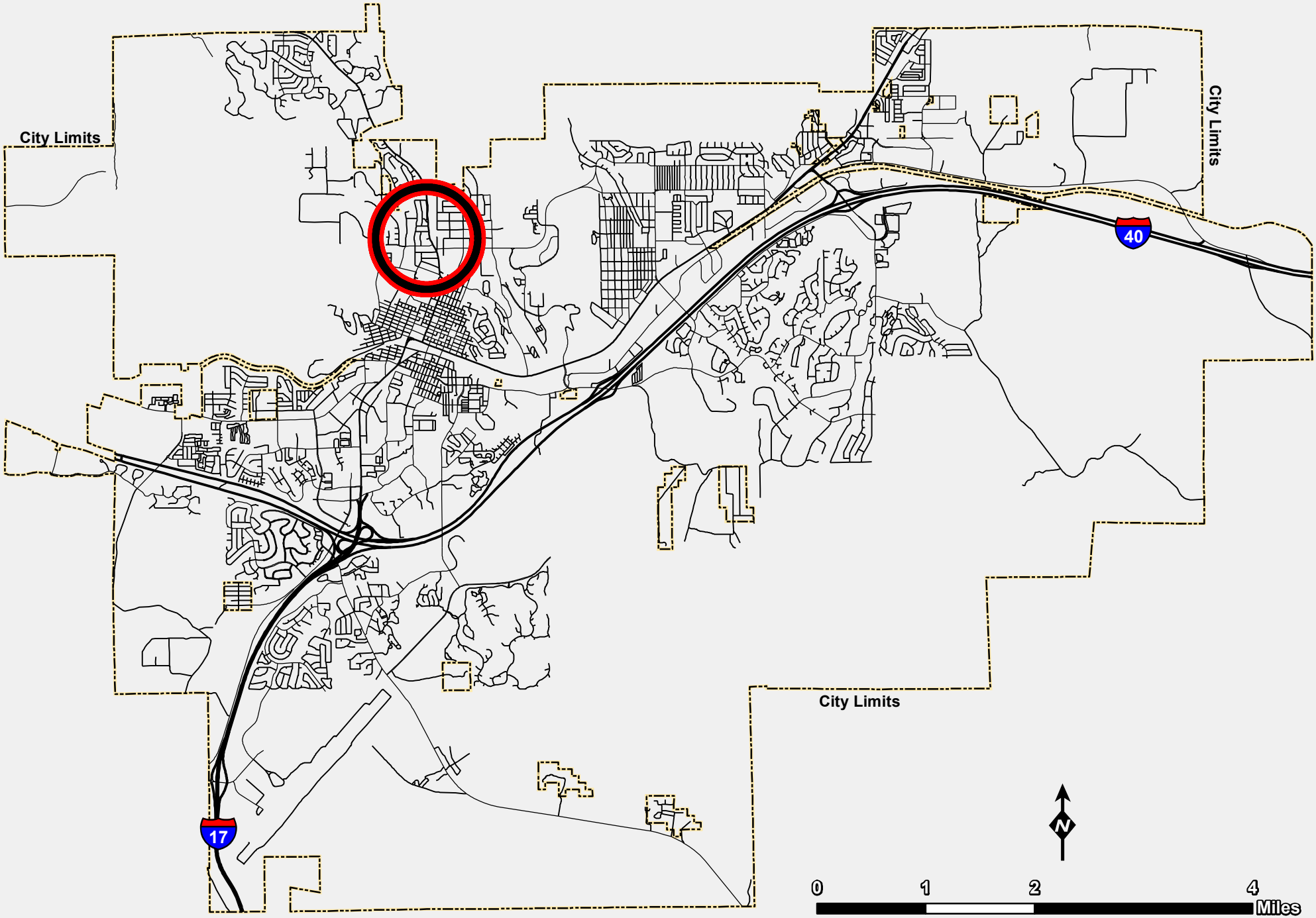


Figure 1. Project Flier Distribution Map

Coconino Estates Improvements Phase 1



VICINITY MAP

Coconino Estates Improvements Phase 1

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Scott Overton, Streets Section Director
Co-Submitter:	Adam Miele
Date:	04/29/2019
Meeting Date:	05/07/2019

TITLE:

Consideration and Approval of Contract: Annual Street Maintenance and Overlay Program 2019

STAFF RECOMMENDED ACTION:

1. Approve the Street Maintenance Overlay Program 2019 and execute a Construction Manager at Risk (CMAR) Contract with C and E Paving & Grading, LLC for a Guaranteed Maximum Price (GMP) of $4,638,224.43.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Public Works Streets Section maintains approximately 700 lane miles of roadway surface infrastructure for the citizens, regional community members, and visitors. Roadways throughout the City vary in design and capacity. In addition to automobile travel, all modes of transportation are integrated and encouraged within the right of way. Modes of travels such as transit, bicycle, and pedestrian opportunities are prevelant and our Streets crews strives to provide transportation infrastructure that is well connected and as safe as possible for travel, regardless of the chosen mode.

Our annual Street Maintenance Overlay Program is an effort to improve aging infrastructure within our existing transportation network. Planning efforts include an evaluation of the asphalt surface, edge treatments, adjacent sidewalks, accessibility concerns, utility impacts, and road stripe engineering. Once the identified needs are prioritized, we utilize funding provided from two sources to address the needs. The first is Highway User Revenue Funds (HURF) or commonly referred to as the gas tax, a state shared revenue. The second source of revenue provided is sales tax proceeds collected as a result of the 2014 voter approved Road Repair and Street Safety Program (RRSS).

This Council action if approved will allow the Streets section to deliver the Annual Street Maintenance Overlay Program utilizing local contractor C and E Paving & Grading, LLC and improve the community transportation infrastructure.

Financial Impact:

This entire streets capital program was reviewed and approved in the FY 2019 budget process. The total cost of the 2019 Overlay Program is $4,638,224.43 and is funded from account number 046-06-163-3321-6-4443 (RRSS) in the FY2019 budget.

Policy Impact:

The award of the Construction Manager at Risk contract with C and E Paving & Grading, LLC. will authorize the delivery of the City's annual Street Maintenance Overlay Program addressing some of the communities most needed improvements. Once completed this Fall, the effort will result in an improved quality transportation network. The City of Flagstaff community continues to support intiatives creating and maintaining quality infrastructure throughout our transportation network.

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 City of Flagstaff City Council has discussed the transportation maintenance programs and provides direction and feedback in multiple forums, such as the goal setting process, the annual budgetary process, and community service delivery expectation discussions. Clear direction has been provided to maintain our transportation system, establish asset inventory, deliver capital programs of improvement and meet the community expectations.

Options and Alternatives:

1. Approve the Construction Manager at Risk Construction Contract as proposed.

2. Request that the City continue to negotiate the scope of work and financial resources to a different outcome or expectation.

3. Reject the Contract and direct staff to pursue a different type of procurement delivery method and approach to work programming.

Background/History:

The City has established an annual program to maintain existing street pavements. The program includes three major elements: non-structural upgrades of asphalt overlay, minor concrete repairs, accessibility improvements including sidewalk/ramp replacement and chip sealing.

The citizens of Flagstaff approved the Road Repair and Street Safety Maintenance Program (RRSS) (Prop. 406). This is a dedicated sales tax providing funding of $100 million over 20 years. The program has been aggressively addressing capital projects that have been identified to be in a high state of disrepair on the front end of the program with strong support for annual maintenance until the sales tax sunsets in 2034.

The overlay streets are selected after evaluation of the street condition using pavement management asset software. Each street pavement is assigned an overall condition index (OCI) based on the type and severity of the distress observed. A pavement that has no distress is given an OCI of 100. Each pavement distress such as cracking or roughness reduces the street's OCI. The street pavements are

ranked by OCI and the pavements exhibiting the most severe distress are programmed for resurfacing treatments and improvements.

The Arizona State Legislature has authorized the use of Alternative Project Delivery Methods (APDM) as a method of project delivery. Included in these delivery methods the City of Flagstaff can select a construction team utilizing a Qualifications Based Selection process to procure construction services from a firm deemed most qualified to perform the work. The enabling legislation also allows for provision of multiple Guaranteed Maximum Prices (GMP) under a single procurement.

On July 3, 2018, Council approved award of the Design Phase Services Contract for the 2018, 2019 and 2020 programs to C and E Paving & Grading, LLC. in the amount of $ 113,794.00. This contract method provides the City various design phase services including program and budget evaluation, project scheduling, design document review, constructability review, detailed cost estimating, and preparation of final construction documents in coordination with our Public Works Senior Project Manager and our on-call civil engineering consultant Shepard-Wesnitzer Inc.

Key Considerations:

Past performance and delivery of the program has been excellent. Our ability to prioritize the projects and have a continuous conversation with our contractor in a meaningful way has resulted in cost savings, expanded work program and good quality in a timely manner. A city map identifying the last 4 years effort has been included for your review and to provide a visual understanding of the impact and successes of the work program and delivery method. (File Name: RRSS/406 Map)

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Proposition 406 approved in 2104 has been a significant and positive influence on this maintenance program. The community benefit of improving the overall road conditions saves countless staff hours for repair and thousands of dollars in temporary repairs and improves the overall roadway safety. The overlay projects have been aggressive and targeted our most degraded streets. The projects can seem large in scope and they do cause some temporary disruption to our daily travel routines. Acceptance of the temporary disruption and inconvenience can be challenging but the long-term benefits, efficiencies of bundling of our improvements is good stewardship. Community notifications of construction programs are advertised and communicated via different mediums to provide general impacts and talking points as they relate to the project.

Community Involvement:

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. In addition to the constant feedback, the voters approved the Road Repair Street Safety Program and the results have been positive.

Expanded Options and Alternatives:

1. Deny the requested action and provide direction on how to best deliver the voter mandated program of Street Overlay.
2. Discontinue the use of the CMAR process and request that procurement present alternative project delivery methods for the Streets Overlay program.

Attachments: CMAR Construction Agreement
Exhibit B GMP
Exhibit C Specifications
2019 Overlay Map
RRSS/406 Map

City of Flagstaff, Arizona

Street Maintenance Program 2018, 2019, 2020

CONSTRUCTION MANAGER AT RISK

2019 CONSTRUCTION PHASE SERVICES OVERLAY

PROJECT NO. 01-19001

Agreement No. 2018-32CP

MAYOR
CORAL EVANS

CITY COUNCIL

ADAM SHIMONI
JIM McCARTHY
AUSTIN ASLAN
JAMIE WHELAN
CHARLIE ODEGAARD
REGINA SALAS

CITY MANAGEMENT

City Manager
Barbara Goodrich

Utilities Director
Brad Hill

Acting Community Development Director
Dan Folke

Public Works Director
Andrew Bertelsen

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CITY OF FLAGSTAFF, ARIZONA

STREET MAINTENANCE PROGRAM 2018, 2019, 2020

CONSTRUCTION MANAGER AT RISK

2019 CONSTRUCTION SERVICES AGREEMENT: OVERLAY

PROJECT No. 01-19001; Agreement No. 2018-32CP

This Construction Services Agreement ("Agreement"), is made and entered into by and between the City of Flagstaff, an Arizona municipal corporation ("City"), and C and E Paving & Grading LLC, an Arizona limited liability corporation, ("Construction Manager at Risk" or CMAR") on this ___ day of _____, 20__.

RECITALS

A. The City is authorized and empowered by provisions of the City Charter to execute agreements for construction services.

B. The City intends to construct the Construction Manager at Risk (CMAR) Design pursuant to the Design Phase Services Agreement: Street Maintenance Program 2018, 2019 and 2020 (Agreement #2018-32) as more fully described in Exhibit "A" attached ("Project").

C. To undertake the construction administration of the Project the City has entered into a separate agreement with Plateau Engineering, Inc. ("Design Professional.")

D. CMAR has represented to the City that it has the ability to provide construction services for the Project, and based on this representation, the City hereby engages CMAR to provide these services and construct the Project.

E. Agreement #2018-32 has been executed previously between the City and CMAR to perform design phase services for the Project. Those services may continue during the duration of this Agreement.

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

Article 1 - Definitions

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

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

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

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

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

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

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

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

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

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

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

"Construction Fee" - CMAR's administrative costs, home office overhead, and profit as applicable to this Project whether at CMAR's principal or branch offices.

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

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

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

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

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

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

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

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

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

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

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

"General Conditions Costs" - Includes, but is not limited to the following types of costs for CMAR during the construction phase: (i) payroll costs for Project manager or CMAR for work conducted at the Site, (ii) payroll costs for the superintendent and full-time general foremen, (iii) payroll costs for other management personnel resident and working at the Site, (iv) workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), (v) costs of offices and temporary facilities setup solely for this Project including office materials, office supplies, office equipment and minor expenses, (vi) cost of utilities, fuel, sanitary facilities and telephone services at the Site, (vii) costs of liability and other applicable insurance premiums not included in labor burdens for direct labor costs, (viii) costs of bond premiums, (ix) costs of consultants not in the direct employ of CMAR or Subcontractors.

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

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

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

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

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

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

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

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

"Pre-construction Conference" – A Conference held between City and CMAR prior to the commencement of any Work, as scheduled by the City's Representative or designee.
"Product Data" - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by CMAR to illustrate materials or equipment for some portion of the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2 - CMAR's Services and Responsibilities

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

2.1 General Services

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

2.2 Government Approvals and Permits

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

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

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

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

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

2.3 Pre-construction Conference

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

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

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

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

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

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

2.4 Control of the Work

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

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

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

2.4.3.1 All elements of the Work shall be under the direct supervision of a foreman or his designated

representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

2.4.3.2 In the event of noncompliance with this Section, the City may require CMAR to stop or suspend the Work in whole or in part.

2.4.4 Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is CMAR's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.

2.4.5 Before ordering materials or doing work, CMAR and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation shall be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences which may be found shall be submitted to the City for resolution before proceeding with the Work.

2.4.6 CMAR shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to CMAR with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once.

2.4.7 CMAR shall establish and maintain all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a civil engineer or surveyor licensed as such in the State of Arizona.

2.4.8 Any person employed by CMAR or any Subcontractor who, in the opinion of the City, does not perform his or her work in a proper, skillful, and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by CMAR or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the City. CMAR or Subcontractor shall hold the City harmless from damages or claims which may occur in the enforcement of this Section.

2.4.9 CMAR assumes responsibility to the City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.10 CMAR shall coordinate the activities of all Subcontractors. If the City performs other work on the Project or at the Site with separate contractors under the City's control, CMAR agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.5 Control of the Work Site

2.5.1 Throughout all phases of construction, including suspension of Work, CMAR shall keep the Site reasonably free from debris, trash and construction wastes to permit CMAR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CMAR shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit the City to occupy the Project or a portion of the Project for its intended use.

2.5.2 CMAR shall take whatever steps, procedures or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the

satisfaction of the City and in accordance with the requirements of the Arizona Department of Environmental Quality rules and regulations.

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

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

2.6 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

2.7 Quality Control, Testing and Inspection

2.7.1 All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

2.7.2 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.

2.7.3 The procedures and methods used to sample and test material shall be determined by the City. Unless otherwise specified, samples and tests shall be made in accordance with the most recently adopted edition of the City of Flagstaff Engineering Division Design and Construction Standards and Specifications.

2.7.4 The City shall select a City or Independent Testing Laboratory and shall pay for initial City Acceptance Testing.

2.7.4.1 When the first and/or subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance and the cost of all tests, except the first test, shall be paid for by CMAR. CMAR's Contingency cannot be utilized for the cost of re-testing.

2.7.4.2 When the first and/or subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

2.7.5 CMAR shall cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

2.7.6 At the option of the City, materials may be approved at the source of supply before delivery is started.

2.7.7 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by CMAR, unless otherwise provided in the Contract Documents.

2.7.8 CMAR's convenience and quality control testing and inspections shall be the sole responsibility of CMAR and paid by CMAR.

2.8 Trade Names and Substitutions

2.8.1 Unless indicated that no substitutions are permitted, CMAR may request a substitution or alternative to Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number, subject to the following:

2.8.2 The substitution shall be submitted by CMAR in writing to the City.

2.8.3 CMAR shall certify that the substitution shall perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

2.8.4 The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.

2.8.5 The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time

created by the substitution.

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

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

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

2.9 Project Record Documents

2.9.1 During the construction period, CMAR shall maintain at the Site a set of blueline or blackline prints of the Construction Document drawings and shop drawings for Project Record Document purposes.

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

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

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

2.9.1.3 CMAR shall mark Project Record Drawings sets with red erasable colored pencil.

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

2.9.1.5 CMAR shall, as a condition of Substantial Completion, submit Project Record Drawing prints and Shop Drawings to the City or its representative for review and comment.

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

2.9.2.1 CMAR shall provide a complete set of electronic Project Record Drawings prepared in AutoCAD format compatible with City of Flagstaff CADD technology. The Design Professional shall provide files of the original Construction Documents to CMAR for the use of preparing these final Project Record Drawings or CMAR may contract with the Design Professional to

revise and update the electronic drawing files. Each drawing shall be clearly marked with "As-Built Document."

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

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

2.10 Project Safety

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

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

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

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

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

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

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

2.11 **Warranty**

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

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

2.11.3 Nothing in this warranty is intended to limit any manufacturer's warranty which provides The City with greater warranty rights than set forth in this Section or the Contract Documents. CMAR shall provide City with all manufacturers' warranties upon Substantial Completion.

2.11.4 Nothing in this warranty is intended to limit any other remedy at law that may be available to the City.

2.12 Correction of Defective Work

2.13 .1 CMAR agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.12 above, within a period of one (1) year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents, or as may be available to the City by law. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.12.2 During the performance of the Work, CMAR shall take meaningful steps to commence correction of such nonconforming Work as notified by the City or as discovered by CMAR. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps during the performance of the Work, City, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that City shall commence correction of such nonconforming Work with its own forces.

2.12.3 CMAR shall, take meaningful steps to commence correction of nonconforming Work subject to Section 2.12 and/or Section 2.13.1 above, within seven (7) days of receipt of written notice from City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps within such seven-day period, City, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that City shall commence correction of such nonconforming Work with its own forces. 2.12.4 If City does perform such corrective Work, CMAR shall be responsible for all reasonable costs incurred by City in performing such correction.

2.12.4 For nonconforming Work that creates an emergency requiring an immediate response, CMAR shall respond and initiate corrections within twenty-four hours.

2.12.5 The one year period referenced in Subsection 2.13.1 above applies only to CMAR's obligation to correct nonconforming Work relative to the warranty set forth in that section and is not intended to constitute a period of limitations for any other rights or remedies the City may have regarding CMAR's other obligations under the Contract Documents or as may be allowed by law.

Article 3 - The City's Services and Responsibilities

3.1 Duty to Cooperate.

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

3.1.2 City shall furnish at CMAR's request, at no cost to CMAR, a CADD file of the Construction Documents in AutoCAD format compatible with the City of Flagstaff CADD technology.

3.2 The City's Representative

3.2.1 City's Representative shall be responsible for providing City (as defined in Article I) supplied information and approvals in a timely manner to permit CMAR to fulfill its obligations under the Contract Documents.

3.2.2 City's Representative shall also provide CMAR with prompt notice if City's Representative observes any failure on the part of CMAR to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.

3.2.3 The City may utilize field inspectors to assist the City's Representative during construction in observing performance of CMAR. The inspector is for the purpose of assisting the City's Representative and should not be confused with an inspector with a City regulatory department.

3.2.3.1 The field inspector shall be authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.

3.2.3.2 The field inspector shall not be authorized to issue instructions contrary to the Construction Documents or to act as foreman for CMAR.

3.2.3.3 The field inspector shall have the authority to reject work or materials until any questions at issue can be decided by the City's Representative.

3.2.3.4 The furnishing of such services for the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for CMAR's failure to perform the work in accordance with Contract Documents.

3.3 Design Professional Services

3.3.1 The City may contract separately with one or more Design Professionals to provide construction administration of the Project. The Design Professional's Agreement as well as other firms hired by the City shall be available for review by CMAR. CMAR shall not have any right however, to limit or restrict any contract provisions and/or modifications that are mutually acceptable to the City and Design Professional.

3.3.2 The City may contract with the Design Professional to provide some or all of the following services during the performance of the Work.

3.3.2.1 Provide oversight of the Work. The City and CMAR shall endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional.

3.3.2.2 Conduct Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional shall keep the City informed of progress of the Work and any noted defects and deficiencies of the Work, and shall endeavor to guard the City against defects and deficiencies in the Work. The Design Professional may have authority to reject construction, which does not conform to the Construction Documents and to require additional inspection or testing of the construction in accordance with Section 2.7.

3.3.2.3 Review and recommend approval of Payment Requests.

3.3.2.4 Review and approve or take other appropriate action upon CMAR's Submittals such as Shop Drawings, Product Data and Samples in accordance with Section 2.6.

3.3.2.5 Interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the City or CMAR. The Design Professional's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

3.3.2.6 Prepare Change Orders, and may authorize minor changes in the Work as provided in Section 6.6.1.

3.3.2.7 Conduct inspections to determine Substantial Completion and Final Acceptance.

3.3.2.8 Receive and forward to the City for the City's review and records written warranties and related documents required by the Contract Documents and assembled by CMAR.

3.4 **City's Separate Contractors**. City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with CMAR in order to enable CMAR to timely complete the Work consistent with the Contract Documents.

3.5 Permit Review and Inspections

3.5.1 If requested by CMAR, the City's Representative shall provide assistance and guidance in obtaining necessary reviews, permits and inspections, however, the responsibility for obtaining the necessary reviews, permits and inspections remains with CMAR.

3.5.2 Regulating agencies of the City, such as Community Development, Fire, Planning, Building Inspection, Environmental Services, and Engineering Departments, enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the City under this Agreement.

Article 4 - Contract Time

4.0 Contract Time.

4.0.1 Contract Time shall start with the Notice to Proceed ("NTP") with construction services and shall end with Substantial Completion.

4.0.2 Where there is more than one GMP, each GMP shall establish a separate NTP date and a Performance Period. The Performance Periods for individual GMPs may be sequential or concurrent as established in the individual Notices to Proceed. The Performance Period for the GMP under this Agreement shall be 365 days starting with the NTP.

4.0.3 CMAR agrees that it shall commence timely performance of the Work and shall achieve substantial completion within the Performance Periods and Contract Time.

4.0.4 All of the times set forth in this Article 4 shall be subject to adjustment in accordance with Article 6.

4.0.5 Time is of the essence, for times and time matters set forth in Article 4 and the rest of this Agreement.

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

4.1 Substantial Completion

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

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

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

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

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

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

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

4.3 Liquidated Damages

4.3.1 CMAR understands that if Substantial Completion is not attained within the Contract Time as adjusted, the City shall suffer damages, which are difficult to determine and accurately specify.

CMAR agrees that if Substantial Completion is not attained within the Contract Time as adjusted, CMAR shall pay the City $2,000.00 per day as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.3.2 CMAR understands that if Final Completion is not attained within the Contract Time as adjusted, the City shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Final Completion is not attained within the Contract Time as adjusted, CMAR shall pay the City $2,000.00 per day as liquidated damages for each Day that Final Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.4 Project Master Schedule

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

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

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

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

4.4.3.2 With each schedule submittal CMAR shall include a transmittal letter including the following:

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

4.4.4 City's review of and response to the Project Master Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve CMAR from compliance with the requirements of the Contract Documents or be construed as relieving CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

4.4.5 The Project Master Schedule shall include a Critical Path Method ("CPM") diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

4.4.5.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

4.4.5.2 The CPM diagram schedule shall indicate all relationships between activities.

4.4.5.3 The activities making up the schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.

4.4.5.4 The CPM diagram schedule shall be based upon activities, which would coincide with the Schedule of Values.

4.4.5.5 The CPM diagram schedule shall show all Submittals associated with each work activity and the review time for each submittal.

4.4.5.6 The schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with CMAR activities.

4.4.5.7 The schedule shall include a critical path activity that reflects anticipated weather delay during the performance of the Agreement. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data shall be based on the information set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

4.4.6 The Project Master Schedule shall consider the City's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

4.4.7 Float time shall be as prescribed below:

4.4.7.1 The total Float within the overall schedule, is not for the exclusive use of either the City or CMAR, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Agreement milestones and the Project completion date.

4.4.7.2 CMAR shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions shall be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date and then only if any such extensions or damages are shown to be justified under the Contract Documents.

4.4.7.3 Since Float time within the schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path Submittals returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to CMAR, etc.). In such an event, CMAR shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

Article 5- Contract Price

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

5.1 Contract Price

5.1.1 The Contract Price shall be as approved in the Guaranteed Maximum Price Proposal attached as Exhibit "B" and an amount of **$4,438,224.43** with an additional **$200,000.00** allowed for Owner's Contingency for a total contract price of **$4,638,224.43.**

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

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

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

5.2 Guaranteed Maximum Price

5.2.1 The Guaranteed Maximum Price is composed of the maximum Cost of the Work; the Construction Fee; General Conditions Costs; taxes; and, CMAR's contingency all of which are not-to-exceed cost reimbursable or lump sum amounts defined in Articles 5.1 and 5.3. CMAR is at risk to cover any additional Project costs. If the Cost of Work amount, set forth in the GMP, is in excess of the actual Cost of Work and/or CMAR's Contingency, said amount by which the Cost of Work set forth in the GMP is in excess of the actual Cost of Work and/or CMAR's Contingency, shall revert to the City.

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

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

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

5.3 Contingencies

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

5.3.2 When CMAR utilizes CMAR's Contingency funds, CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress payment request. CMAR shall deduct the amount of CMAR's Contingency funds used from CMAR's Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were

used. If CMAR's contingency funds are used for a new line item that was not given with the original Schedule of Values, these shall be so indicated.

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

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

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

Article 6 - Changes to the Contract Price and Time

6.0 Delays to the Work

6.0.1 If CMAR is delayed in the performance of the Work that shall cause a change in the date of Substantial Completion due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own, or, those for whom CMAR is responsible, the Contract Times for performance shall be reasonably extended by Change Order. However, the City and the CM@R must agree on the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CM@Rs control and/or whether they are due to no fault of the CM@R, or those for whom CMAR is responsible; if the City and the CM@R do not agree, then an independent third party, selected by both parties, shall make the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CM@Rs control and/or whether they are due to no fault of the CM@R, or those for whom CMAR is responsible.

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

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

6.0.4 If adverse weather conditions are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled Substantial Completion. All terms, conditions and definitions necessary for the application of this paragraph shall be as set forth

on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

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

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

6.1 Differing Site Conditions

6.1.1 If CMAR encounters a Differing Site Condition, CMAR shall be entitled to an adjustment in the Contract Price and/or Contract Times to the extent CMAR's cost and/or time of performance are actually adversely impacted by the Differing Site Condition.

6.1.2 Upon encountering a Differing Site Condition, CMAR shall provide prompt written notice to City of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. CMAR shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.2 Errors, Discrepancies and Omissions

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

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

6.3 The City Requested Change in Work

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

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

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

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

6.5 Change Directives and Change Orders

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

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

6.6 Minor Changes in the Work

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

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

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

6.7 Contract Price Adjustments

6.7.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

6.7.1.1 Unit prices set forth in this Agreement or as subsequently agreed to between the parties;

6.7.1.2 A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by City; and

6.7.1.3 Costs, fees and any other markups.

6.7.2 The markups that shall be allowed on such changes shall be no greater than the markups delineated in the approved GMP as shown on Exhibit “B”.

6.7.3 If an increase or decrease cannot be agreed to as set forth in Sections 6.7.1.1 through 6.7.1.3 above and City issues a Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in their Agreement. CMAR shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

6.7.4 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices shall cause substantial inequity to City or CMAR because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

6.7.5 If City and CMAR disagree upon whether CMAR is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of Work or proposed changes to the Work, City and CMAR shall resolve the disagreement pursuant to Article 8 hereof.

6.7.5.1 As part of the negotiation process, CMAR shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City's interpretations.

6.7.5.2 If the parties are unable to agree and City expects CMAR to perform the services in accordance with City's interpretations, CMAR shall proceed to perform the disputed services, conditioned upon City issuing a written order to CMAR (i) directing CMAR to proceed and (ii) specifying City's interpretation of the services that are to be performed.

6.7.6 **Emergencies**. In any emergency affecting the safety of persons and/or property, CMAR shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Section shall be determined as provided in this Article.

Article 7- Procedure for Payment

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

7.1 GMP Payment Request

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

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

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

The Payment Request shall include, at a minimum:

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

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

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

7.1.4.2 For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within Coconino County or other Sites as may be approved and be accessible for City's inspection. CMAR must establish City title to such materials and equipment or otherwise protect the City's interest and shall include applicable insurance, bonding, storage and transportation to the Site.

7.1.4.3 All bonds and insurance required for stored materials shall name the City as the loss payee to the extent of its interest in the stored materials.

7.1.5 CMAR shall submit to City on a monthly basis either on the first of the month for payment on the 15th or on the 19th of the month for payment on the 30th or 31st. If the payment date is on a Saturday, payment shall be on Friday. If the payment date is on a Sunday, payment shall be on Monday.

7.2 Payment of GMP

7.2.1 City shall make payment in accordance with A.R.S. §34-607. Payment shall be made no later than fourteen (14) days after the Payment Request is certified and approved, but in each case less the total of payments previously made, and less amounts properly retained under Section 7.3 below.

7.2.2 City shall pay CMAR all amounts properly due. If City determines that CMAR is not entitled to all or part of a Payment Request, it shall notify CMAR in writing within (7) days after the date Payment Request is received by the City. The notice shall indicate the specific amounts City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CMAR shall take to rectify City's concerns. CMAR and City shall attempt to resolve City's concerns. If the parties cannot resolve such concerns, CMAR may pursue its rights under the Contract Documents, including those under Article 8 hereof.

7.3 Retention of GMP

7.3.1 City shall retain ten percent (10%) of each Payment Request amount provided. When fifty percent (50%) of the Work has been completed by CMAR, upon request of CMAR, City may reduce the amount retained to five percent (5%) from CMAR's subsequent Payment Requests if CMAR's performance of Work has been satisfactory.

7.3.2 In lieu of retention, CMAR may provide as a substitute, an assignment of time certificates of deposit (CDs) from a bank licensed by the State of Arizona, securities of or guaranteed by the United States of America, securities of counties, municipalities and school districts within the State of Arizona or shares of savings and loan institutions authorized to transact business in Arizona.

7.3.2.1 CDs assigned to the City must be maintained at the City's single servicing bank, in the form of time deposit receipt accounts.

7.3.2.2 Securities deposited in lieu of retention must be deposited into a separate account with a bank within the State of Arizona.

7.3.2.3 CDs and Securities shall be assigned exclusively for the benefit of the City of Flagstaff pursuant to the City's form of Escrow Agreement. Escrow Agreement forms may be obtained from the Purchasing Department by contacting Patrick Brown, Senior Procurement Specialist.

7.4 **Substantial Completion**. Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, City shall release to CMAR all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount up to two and one-half (2.5) times the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.5

7.6 Final Payment

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

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

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

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

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

7.7 Payments To Subcontractors or Suppliers

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

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

7.7.2.1 Hold CMAR in default under this Agreement;

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

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

7.7.2.4 Terminate this Agreement.

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

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

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

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

7.8 Record Keeping and Finance Controls

7.8.1 Records of CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CMAR shall be kept on a generally recognized accounting basis and shall be available for three (3) years after Final Completion of the Project.

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

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

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

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

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

Article 8- Claims and Disputes

8.0 Requests for Agreement Adjustments and Relief.

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

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

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

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

8.1 Dispute Avoidance and Resolution

8.1.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CMAR and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

8.1.2 CMAR and City shall first attempt to resolve disputes or disagreements at the field level through discussions between CMAR's Representative and City's Representative.

8.1.3 If a dispute or disagreement cannot be resolved through CMAR's Representative and City's Representative, CMAR's Senior Representative and City's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties shall exchange relevant information that shall assist the parties in resolving their dispute or disagreement.

8.1.4 Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement shall be filed in the Coconino County Superior Court and Arizona law shall apply and control. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

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

8.3 Representatives of the Parties

8.3.1 The City's Representatives

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

Andy Bertelsen, Division/Department Head
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2105
abertelsen@flagstaffaz.gov

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

Scott Overton, Streets Section Director
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 226-2107
scott.overton@flagstaffaz.gov

8.3.2 CMAR's Representatives

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

Harvey (Corkey) Heckethorn
C and E Paving & Grading
740 S Heckethorn Rd
Flagstaff, AZ 86001

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

Earl Heckethorn
C and E Paving & Grading
740 S Heckethorn Rd
Flagstaff, AZ 86001

Article 9 – Suspension and Termination

9.0 City's Right to Stop Work

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

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

9.1 Termination for Convenience

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

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

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

9.1.3.1 Stop Work as specified in the notice.

9.1.3.2 Place no further subcontracts or orders.

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

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

9.1.3.5 Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of CMAR and in which the City has or may acquire an interest.

9.1.4 CMAR shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

9.1.5 The City shall pay CMAR the following:

9.1.5.1 The direct value of its completed Work and materials supplied as of the date of termination.

9.1.5.2 The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from CMAR's failure to perform as required under this Agreement.

9.1.5.3 CMAR shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that CMAR would have sustained a loss on the entire Work had they been completed, CMAR shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

9.1.6 CMAR shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.

9.2 The City's Right to Perform and Terminate for Cause

9.2.1 If the City provides CMAR with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and CMAR fails to comply in a time frame specified, the City may have work accomplished by other sources at CMAR's sole expense.

9.2.2 If CMAR persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Subsections 9.2.3 and 9.2.4 below.

9.2.3 Upon the occurrence of an event set forth in Subsection 9.2.2 above, City may provide written notice to CMAR that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of CMAR's receipt of such notice.

9.2.3.1 If CMAR fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to CMAR of its intent to terminate within an additional seven (7) day period.

9.2.3.2 If CMAR, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then City may declare this Agreement terminated for default by providing written notice to CMAR of such declaration.

9.2.4 Upon declaring this Agreement terminated pursuant to Subsection 9.2.3.2 above, City may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which CMAR hereby transfers, assigns and conveys to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

9.2.5 In the event of such termination, CMAR shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, CMAR shall only be entitled to be paid for Work performed and accepted by the City prior to its default.

9.2.6 If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CMAR shall be obligated to pay the difference to City. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by City in connection with the reprocurement and defense of claims arising from CMAR's default.

9.2.7 If City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of Section 9.1.

9.3 Maintenance During Winter Shutdown of Work; Snow Removal

9.3.1 **The Capital Improvement Department of the** City of Flagstaff retains the right to declare a Winter Shutdown when, in the opinion of the City, it would be unreasonable to continue Work due to adverse weather conditions. The Winter Shutdown determination is at the sole discretion of the City. If Work has been suspended due to winter weather, the CMAR shall be responsible for maintenance and protection of the improvements and of partially completed portions of the Work until final acceptance of the project. Winter Shutdown shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, the CMAR is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the repairs and/or maintenance and deduct the cost from monies due or become due to the CMAR.

9.3.2 The City shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the Contractor. All cost associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations.

9.3.3 Upon termination of the Winter Shutdown by the City, the CMAR shall have the right to complete the Work and the Project.

9.3.4 The CMAR shall be solely responsible for any and all costs incurred either as a direct or indirect result of a Winter Shutdown, and shall hold the City harmless from the same.

Article 10 - Insurance and Bonds

10.0 Insurance Requirements

10.0.1 CMAR and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by CMAR, its agents, representatives, employees or Subcontractors.

10.0.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

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

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

10.1.1 Commercial General Liability – Occurrence Form

• General Aggregate/for this Project	$2,000,000/$1,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Each Occurrence	$1,000,000

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

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

10.1.2 Automobile Liability **-** Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit ("CSL")	$1,000,000

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

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

10.1.4 Builders' Risk Insurance or Installation Floater
In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

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

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

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

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

10.1.4.5 CMAR shall provide coverage from the time any covered property becomes the responsibility of CMAR, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation Site, or awaiting installation, whether on or off Site.

10.1.4.6 Coverage shall contain a **waiver of subrogation** against the City of Flagstaff.

10.1.4.7 CMAR is responsible for the payment of all policy deductibles.

10.1.5 Umbrella/Excess Liability Insurance not less than $2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability as required above.

10.2 Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

10.2.1 The City, its officers, officials, agents, employees and volunteers shall be additional insured to the full limits of liability purchased by CMAR even if those limits of liability are in excess of those required by this Agreement.

10.2.2 CMAR's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

10.2.3 Coverage provided by CMAR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

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

10.3 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to the City Purchasing Department, attention Patrick Brown, Senior Procurement Specialist, and shall be sent by certified mail, return receipt requested.

10.4 Acceptability of Insurers. Insurance is to be placed with insurers who are duly licensed companies in the State of Arizona with an "A.M. Best" rating of A-7, or as approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect CMAR from potential insurer insolvency.

10.5 Verification Of Coverage

10.5.1 CMAR shall furnish the City with Certificates of Insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

10.5.2 All Certificates of Insurance and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of Work under this Agreement and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

10.5.3 All Certificates of Insurance required by this Agreement shall be sent directly to City's Purchasing Department, attention Patrick Brown, Senior Procurement Specialist. The City project/contract number and project description shall be noted on the Certificate of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

10.5.4 If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the City's requirements, the CMAR must:

- **Submit a current Certificate of Insurance (dated within fifteen (15) days of the payment request submittal) with each payment request form. The payment request shall be rejected if the Certificate of Insurance is not submitted with the payment request.**

10.6 Subcontractors. CMAR's Certificate(s) of Insurance shall include all Subcontractors as additional insureds under its policies. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

10.7 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City Attorney's Office, whose decision shall be final. Such action shall not require a formal contract amendment, but may be made by administrative action.

10.8 Bonds and Other Performance Security.

10.8.1 Prior to execution of this Agreement, CMAR shall provide a performance bond and a labor and materials bond, each in an amount equal to the full amount of the GMP.

10.8.2 Each such bond shall be executed by a surety company, or companies, holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two (2) years prior to the execution of this Agreement.

10.8.3 The bonds shall be made payable and acceptable to the City of Flagstaff.

10.8.4 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in Arizona, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

10.8.4.1 If one Power of Attorney is submitted, it shall be for twice the total GMP amount.

10.8.4.2 If two Powers of Attorney are submitted, each shall be for the total GMP amount. Personal or individual bonds are not acceptable.

10.8.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, CMAR shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.8.6 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of "A-,7, or better for the prior four quarters" by the A.M. Best Company.

Article 11 - Indemnification

11.1 CMAR's Liability and Indemnification.

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

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

Article 12 – General Provisions

12.1 Contract Documents

12.1.1 Contract Documents are as defined in Article 1. This Agreement, Plans, Standard Specifications and Details, Special Provisions, and used as the basis for the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Proposal, as accepted by the Mayor and Council per Council Minutes **7th day of May, 2019,** Performance Bond, Payment Bond, Certificates of Insurance, Construction Documents and Change Orders (if any) are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

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

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

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

12.1.3.2 Specifications take precedence over Plans.

12.1.3.3 In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and

the Design Phase Services Agreement, the Contract Documents take precedence over the Design Phase Services Agreement

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

12.1.5 The Contract Documents form the entire agreement between City and CMAR and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.2 Amendments. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.3 Time is of the Essence. City and CMAR mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

12.4 Mutual Obligations. City and CMAR commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.5 Cooperation and Further Documentation. CMAR agrees to provide the City such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.

12.6 Assignment. CMAR shall not, without the written consent of the City, assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents. Notwithstanding the City's consent to assignment, CMAR as Assignor, and the Assignee shall both remain liable under all rights, obligations, terms, and conditions of this Agreement.

12.7 Successorship. CMAR and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.8 Third Party Beneficiary. Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and CMAR, and all duties and responsibilities undertaken pursuant to the Contract Documents shall be for the sole and exclusive benefit of City and CMAR and not for the benefit of any other party.

12.9 Governing Law. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed, in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in the Superior Court, Coconino County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

12.10 Severability. If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.11 Compliance with All Laws. CMAR will comply with all applicable Federal, State, County and City laws, regulations and policies, including but not limited to the mandatory statutory provisions in Exhibit __, attached and made a part of this Agreement. CMAR understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. CMAR agrees to comply

with these laws in performing the Contract Documents and to permit the City to verify such compliance.

12.12 Legal Requirements. CMAR shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

12.13 Construction Documents. It is not CMAR's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if CMAR recognizes that portions of the Construction Documents are at variance therewith, CMAR shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency.

12.14 Independent Contractor. CMAR is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct CMAR as to the details of accomplishing the Work or to exercise a measure of control over the Work means that CMAR shall follow the wishes of the City as to the results of the Work only. These results shall comply with all applicable laws and ordinances.

12.15 The City's Right of Cancellation. All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

12.16 Survival. All warranties, representations and indemnifications by CMAR shall survive the completion or termination of this Agreement.

12.17 Covenant against Contingent Fees. CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of City has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.18 No Waiver. The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.19 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 agreement, not to engage in a boycott of Israel.

12.20 Notice.

12.20.1 Many notices or demands required to be given, pursuant to the terms of this Agreement, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below ***and*** to legal counsel for the party to whom the notice is being given.

to CMAR:

C and E Paving & Grading
740 S Heckethorn Rd
Flagstaff, AZ 86001
Attn: Harvey (Corkey) Heckethorn
Phone: (928) 774-4133

to City:

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

With a copy to:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Scott Overton, Streets Section Director
Phone: (928) 213-2107

Design Professional:

Shephard Wesnitzer, Inc.
Guillermo Cortes, Vice-President
110 West Dale Avenue
Flagstaff, AZ 86001
Phone: (928) 773-0354

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

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

to Contractor:

Harvey (Corkey) Heckethorn
C and E Paving & Grading
740 S Heckethorn Rd
Flagstaff, AZ 86001
Phone: (928) 774-4133

to City:

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

With copies to:

Scott Overton, Streets Section Director
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Phone: (928) 213-2107

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

12.21 Confidentiality of Plans and Specifications

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

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

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

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

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

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

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

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

12.23 Hazardous Materials

12.23.1 Unless included in the Work, if CMAR encounters material on the Site which it reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by applicable law, it shall immediately stop work and report the condition to the City.

12.23.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by applicable law, CMAR shall not resume work in the affected area until the material has been abated or rendered harmless. CMAR and the City may agree, in writing, to continue work in non-affected areas on the Site.

12.23.3 An extension of Contract Time may be granted in accordance with Article 6.

12.23.4 CMAR shall comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

12.24 Computer Systems. CMAR shall warrant fault-free performance in the processing of date and date-related data including, but not limited to calculating, comparing, and sequencing by all equipment and software products, individually and in combination, from the commencement of the Work. Fault-free performance shall include the manipulation of data when dates are in the 20th or 21st centuries and shall be transparent to the user. Failure to comply with "Year 2000" requirements shall be considered a breach of this Agreement.

12.25 Traffic Control. CMAR shall comply with all provisions of the latest version of the Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.

THE CITY OF FLAGSTAFF, ARIZONA

Street Maintenance Program 2018, 2019, 2020

2019 Construction Phase Services

Project No. 01-19001, Agreement No. 2018-32CP

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

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

Guaranteed Maximum Price

Four million, six hundred thirty-eight thousand, two hundred twenty-four dollars and forty-three cents

$4,638,224.43

THE CITY OF FLAGSTAFF, ARIZONA

By:_____
Barbara Goodrich, City Manager

C AND E PAVING & GRADING, LLC.

By:_____

Title:_____

(Corporate Seal)

ATTEST:

_____
City Clerk

_____
ATTEST: (Signature and Title)

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A - PROJECT DESCRIPTION

Following is a brief description of the Project for which the Construction Phase Services specified in this Agreement are to be performed:

The Street Maintenance Program includes street overlay, chip seal, micro seal and crack sealing construction to preserve and maintain existing asphalt street and parking lot pavements. The contract work also includes removal and replacement of curb returns and sidewalks at many locations on the streets overlaid to bring these streets into compliance with the Americans with Disabilities Act ("ADA"). Traffic signal detection modifications may be required where the work disturbs existing detection equipment. Utility adjustments and pavement marking are also included in the work.

The overlay streets are selected after evaluation of the street condition using pavement management software owned by the Owner. One half of the City street pavements are evaluated and ranked each year. Each street pavement is assigned an overall condition index ("OCI") based on the type and severity of the distress observed. A pavement that has no distress is given an OCI of 100. Each pavement distress such as cracking or roughness reduces the street's OCI. The street pavements are ranked by OCI and the pavements exhibiting the most severe distress are programmed for resurfacing with asphaltic concrete overlays as budget allows.

The goal of the Street Maintenance Program is to use the available funds in the most efficient manner to lengthen the service life of the City street pavements and avoid costly pavement reconstruction. The ADA improvements provide improved access for disabled citizens and visitors along existing streets and provide compliance with Federal requirements.

The Street Maintenance Program provides surface treatments as required to preserve and maintain pavement condition on the 664 lane miles of City streets. The ADA improvements provide improved access for disabled citizens and visitors along existing streets and provide compliance with Federal requirements.

Contractors will have civil construction challenges typical to Flagstaff. The successful contractor/firm/team selected for this project is expected to have significant demonstrated experience in both the type of work required and constructing facilities in colder, high altitude climates with a limited construction season.

EXHIBIT B – APPROVED GMP PROPOSAL

PROJECT #: 01-19001 **DATE:** April 15, 2019
PROJECT NAME: Street Maintenance Program 2018, 2019, 2020

Street Maintenance 2019 Construction Phase Services
GMP Attached as separate document (*Exhibit B – 2019 GMP.pdf*).

EXHIBIT C – TECHNICAL SPECIFICATIONS

PROJECT #: 01-19001 **DATE:** April 2019
PROJECT NAME: Street Maintenance Program 2018, 2019, 2020

Street Maintenance 2019 Construction Phase Services
Technical Specifications attached as separate document (*Exhibit C – 2019 Specifications.pdf*).

GMP SUMMARY 2019

STREET MAINTENANCE PROGRAM

GMP SUMMARY

PROJECT NAME:	City of Flagstaff Street Maintenance Program 2019
PROJECT NUMBER:	01-19001
LAST UPDATED:	4/15/2019
OWNER(S):	City of Flagstaff
BILLNG ADDRESS:	211 West Aspen Avenue
JOB SITE ADDRESS:	various locations -
OWNER PHONE:	(928) 779-7685

C and E
PAVING & GRADING L.L.C.

GMP SUMMARY					
A	COST OF THE WORK (LABOR, MATERIALS, EQUIPMENT)				$3,346,218.86
B	CM@RISK'S CONTINGENCY				$200,000.00
	INDIRECT COSTS			RATE	$3,546,218.86
C	CONSTRUCTION FEE			4.8%	$213,034.76
D	GENERAL CONDITIONS			9.8%	$434,946.00
	D1	PAYMENT AND PERFORMANCE BOND	$27,872.05	0.628%	
	D2	INSURANCE	$55,033.98	1.24%	
E	SALES TAX		(8.951)	.054983	$244,024.83
			F. TOTAL GMP		$4,438,224.43
			G. OWNER'S CONTINGENCY		$200,000.00
			H. CONTRACT AMOUNT		$4,638,224.43

CITY OF FLAGSTAFF
GENERAL CONDITIONS ESTIMATE

PROJECT NAME:	City of Flagstaff Street Maintenance Program - 2019
PROJECT NUMBER:	01-19001
LAST UPDATED:	4/15/2019
OWNER(S):	City of Flagstaff
BILLNG ADDRESS:	211 West Aspen Avenue
JOB SITE ADDRESS:	various locations
OWNER PHONE:	(928) 779-7685

C and E
PAVING & GRADING L.L.C.

PHASE #		CATEGORY DESCRIPTION	NOTES / SCOPE	BUDGET
General Requirements				
1		VEHICLE / FUEL ALLOWANCE		$57,880.06
1		PROJECT MANAGER		$78,006.72
1		SUPERINTENDENT		$63,366.84
1		OFFICE PERSONNEL		$10,783.72
1		OFFICE SUPPLIES AND EQUIPMENT		$3,135.77
1		SITE MECHANIC & SERVICE TRUCK		$36,650.40
1		TEMP SANITARY FACILITIES		$1,776.61
1		ADDITIONAL PUBLIC NOTICES AND DELIVERY/ LIME / CONCRETE PLASTIC		$4,714.98
		SURVEY		$3,350.38
1		MOBILIZATION		$36,896.71
1		WARRANTY RESERVE	1.25% OF PROJECT	$55,477.81
1		GL INSURANCE	1.24% OF PROJECT	$55,033.98
1		PERFORMANCE BOND	.0062827% OF PROJECT	$27,872.05
TOTAL				$434,946.00

COST SCHEDULE OF VALUES

2019 COF STREETS

OVERLAY *Schedule of Values*

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
1	ADJUST MANHOLE FRAME & COVER (CITY DTL. 9-03-060)	83	EA	$602.00	$49,966.00
2	AIRPORT CRACK FILL	N/A	T	$0.00	$0.00
3	BITUMINOUS MATERIAL (CRS-2P)	N/A	T	$0.00	$0.00
4	COVER MATERIAL (CM-11)	N/A	T	$0.00	$0.00
5	CRACK SEALING	55.8	T	$3,650.00	$203,670.00
6	HOT MIX ASPHALT - (LARGE THERMAL CRACK FILLER)	100	T	$250.00	$25,000.00
7	LOWER MANHOLE FRAME & COVER, SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES	59	EA	$399.00	$23,541.00
8	MODIFIED ASPHALTIC CONCRETE	10,519.2	T	$122.40	$1,287,550.08
9	PAVEMENT MILLING	49,161	SY	$2.32	$114,053.52
10	REMOVE AND REPLACE CONCRETE APRON & VALLEY GUTTER	3,659.7	SF	$22.40	$81,977.28
11	REMOVE AND REPLACE CONCRETE DRIVEWAY (INCLUDING. 6"ABC)	6,232.7	SF	$24.15	$150,519.71
12	REMOVE AND REPLACE CURB AND GUTTER (ROLL- IN CLUDING 3" ABC)	305	LF	$32.37	$9,872.85
13	REMOVE AND REPLACE CURB AND GUTTER (VERTICAL- INCLUDING. 3"ABC)	1,821	LF	$38.70	$70,472.70
14	REMOVE AND REPLACE CURB IN APRON	827	LF	$36.85	$30,474.95
15	REMOVE AND REPLACE PAVEMENT (4" AC [C-3/4"]) PATCH	608.0	SY	$81.00	$49,248.00
16	REMOVE AND REPLACE SEWER MANHOLE	N/A	EA	$0.00	$0.00
17	REMOVE AND REPLACE SIDEWALK (INCLUDING. 3"ABC)	31,697.4	SF	$12.45	$394,632.63
18	REMOVE AND REPLACE SURVEY MONUMENTS	18.0	EA	$205.20	$3,693.60
19	REMOVE RAMP & INSTALL DETECTABLE WARNING (ADA Ramp MAG 235-3) INCLUDING 3" ABC	24	EA	$1,973.00	$47,352.00
20	REMOVE RAMP & INSTALL DETECTABLE WARNING (ADA Ramp MAG 235-4) INCLUDING 3" ABC	8	EA	$1,987.00	$15,896.00
21	REMOVE, REPLACE & ADJUST WATER VALVE BOX & COVER (C & E to furnish new hardware all valve boxes new to nut.)	54	EA	$760.00	$41,040.00
22	STREET REBUILDING & PATCHING CONTINGENCY	300	SY	$61.00	$18,300.00
23	STRIPING AND MARKING	1	LS	$71,432.39	$71,432.39
24	TACK COAT (SS-1H)	31.2	T	$1,196.00	$37,315.20
25	TRAFFIC CONTROL	1	LS	$388,657.90	$388,657.90
26	LOWER WATER VALVE BOX	50	EA	$383.00	$19,150.00
27	ADJUST SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES (CITY DTL. 9-03-062)	7	EA	$534.00	$3,738.00
28	CONSTRUCTION SURVEY	1	LS	$9,800.00	$9,800.00
29	REMOVE RAMP & RETROFIT DETECTABLE WARNING (ADA Ramp MAG 232) INCLUDING 3" ABC	17	EA	$1,510.00	$25,670.00
30	MILL AND FILL LARGE THERMAL CRACKS ON FOREST AVE. / CEDAR AVE.	5,525	LF	$12.37	$68,344.25
31	MILL AND FILL LARGE THERMAL CRACKS ON LAKE MARY ROAD	4,080	LF	$12.00	$48,960.00
32	FOG COAT LAKE MARY (WALAPAI TO CITY LIMITS)	N/A	T	$0.00	$0.00
33	FOG COAT HIGH COUNTRY TRAIL (WILD WEST TO PULLIAM) & PULLIAM (HIGH COUNTRY TO J.W. POWELL)	N/A	T	$0.00	$0.00
34	Mill 4 inch depth METZ WALK (5,880 S.F.) Install 2-3/4 inch C.O.F. 3/4 mix and 1-1/4 inch PMRAC	5,880	SF	$4.21	$24,754.80
35	RECONSTRUCT ROADWAY (THORPE RD. & BONITO STREET INTERSECTION (115 x 30) Water Valve	400	S.Y.	$62.00	$24,800.00
36	ROADWAY SHOULDERING (AZTEC)	7200	SF	$0.88	$6,336.00

TOTAL COST=	$3,346,218.86

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
1	ADJUST MANHOLE FRAME & COVER (CITY DTL. 9-03-060)	SUBCONTRACTOR	83	EA	$560.00	$46,480.00	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$42.00	$3,486.00	
			83	EA	$602.00	Total:	$49,966.00
2	AIRPORT CRACK FILL	SUBCONTRACTOR	N/A	Ton		$0.00	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			N/A	Ton	$0.00	Total:	$0.00
3	BITUMINOUS MATERIAL (CRS-2P)	SUBCONTRACTOR	N/A	Ton		$0.00	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			N/A	Ton	$0.00	Total:	$0.00
4	COVER MATERIAL (CM-11)	SUBCONTRACTOR	N/A	Ton		$0.00	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			N/A	Ton	$0.00	Total:	$0.00
5	CRACK SEALING	SUBCONTRACTOR	55.8	Ton	$3,600.00	$200,880.00	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$50.00	$2,790.00	
			55.8	Ton	$3,650.00	Total:	$203,670.00
6	HOT MIX ASPHALT - (LARGE THERMAL CRACK FILLER)	SUBCONTRACTOR	100	Ton	$0.00	$0.00	
		MATERIALS			$81.00	$8,100.00	
		EQUIPMENT			$99.00	$9,900.00	
		LABOR			$70.00	$7,000.00	
			100.0	Ton	$250.00	Total:	$25,000.00

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
7	LOWER MANHOLE FRAME & COVER, SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES	SUBCONTRACTOR	59	EA	$365.00	$21,535.00	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$34.00	$2,006.00	
			59	EA	$399.00	Total:	$23,541.00
8	MODIFIED ASPHALTIC CONCRETE	SUBCONTRACTOR	10,519.20	Ton	$0.00	$0.00	
		MATERIALS			$106.00	$1,115,035.20	
		EQUIPMENT			$13.90	$146,216.88	
		LABOR			$2.50	$26,298.00	
			10,519.20	Ton	$122.40	Total:	$1,287,550.08
9	PAVEMENT MILLING	SUBCONTRACTOR	49161	SY	$0.00	$0.00	
		MATERIALS			$0.04	$1,966.44	
		EQUIPMENT			$2.03	$99,796.83	
		LABOR			$0.25	$12,290.25	
			49161	SY	$2.32	Total:	$114,053.52
10	REMOVE AND REPLACE CONCRETE APRON & VALLEY GUTTER	SUBCONTRACTOR	3,659.70	SF	$8.00	$29,277.60	
		MATERIALS			$0.95	$3,476.72	
		EQUIPMENT			$4.60	$16,834.62	
		LABOR			$8.85	$32,388.35	
			3,659.70	SF	$22.40	Total:	$81,977.28
11	REMOVE AND REPLACE CONCRETE DRIVEWAY (INCLUDING. 6"ABC)	SUBCONTRACTOR	6,232.70	SF	$8.00	$49,861.60	
		MATERIALS			$1.20	$7,479.24	
		EQUIPMENT			$5.00	$31,163.50	
		LABOR			$9.95	$62,015.36	
			6,232.70	SF	$24.15	Total:	$150,519.71
12	REMOVE AND REPLACE CURB AND GUTTER (ROLL-IN CLUDING 3" ABC)	SUBCONTRACTOR	305.00	LF	$16.00	$4,880.00	
		MATERIALS			$0.40	$122.00	
		EQUIPMENT			$5.97	$1,820.85	
		LABOR			$10.00	$3,050.00	
			305.00	LF	$32.37	Total:	$9,872.85

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
13	REMOVE AND REPLACE CURB AND GUTTER (VERTICAL- INCLUDING. 3"ABC)	SUBCONTRACTOR	1,821	LF	$17.40	$31,685.40	
		MATERIALS			$1.00	$1,821.00	
		EQUIPMENT			$9.30	$16,935.30	
		LABOR			$11.00	$20,031.00	
			1,821	LF	$38.70	Total:	$70,472.70
14	REMOVE AND REPLACE CURB IN APRON	SUBCONTRACTOR	827	LF	$17.95	$14,844.65	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$8.80	$7,277.60	
		LABOR			$10.10	$8,352.70	
			827	LF	$36.85	Total:	$30,474.95
15	REMOVE AND REPLACE PAVEMENT (4" AC [C-3/4"]) PATCH	SUBCONTRACTOR	608	SY	$0.00	$0.00	
		MATERIALS			$26.00	$15,808.00	
		EQUIPMENT			$32.00	$19,456.00	
		LABOR			$23.00	$13,984.00	
			608	SY	$81.00	Total:	$49,248.00
16	REMOVE AND REPLACE SEWER MANHOLE	SUBCONTRACTOR	N/A	EA		$0.00	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			N/A	EA	$0.00	Total:	$0.00
17	REMOVE AND REPLACE SIDEWALK (INCLUDING. 3"ABC)	SUBCONTRACTOR	31,697.40	SF	$4.20	$133,129.08	
		MATERIALS			$0.30	$9,509.22	
		EQUIPMENT			$1.95	$61,809.93	
		LABOR			$6.00	$190,184.40	
			31,697.40	SF	$12.45	Total:	$394,632.63
18	REMOVE AND REPLACE SURVEY MONUMENTS	SUBCONTRACTOR	18.00	EA	$170.00	$3,060.00	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$35.20	$633.60	
			18.00	EA	$205.20	Total:	$3,693.60

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
19	REMOVE RAMP & INSTALL DETECTABLE WARNING (ADA Ramp MAG 235-3) INCLUDING 3" ABC	SUBCONTRACTOR	24.00	EA	$1,023.40	$24,561.60	
		MATERIALS			$6.40	$153.60	
		EQUIPMENT			$349.00	$8,376.00	
		LABOR			$594.20	$14,260.80	
			24.00	EA	$1,973.00	Total:	$47,352.00
20	REMOVE RAMP & INSTALL DETECTABLE WARNING (ADA Ramp MAG 235-4) INCLUDING 3" ABC	SUBCONTRACTOR	8.00	EA	$1,030.40	$8,243.20	
		MATERIALS			$6.40	$51.20	
		EQUIPMENT			$349.00	$2,792.00	
		LABOR			$601.20	$4,809.60	
			8.00	EA	$1,987.00	Total:	$15,896.00
21	REMOVE, REPLACE & ADJUST WATER VALVE BOX & COVER (C & E to furnish new hardware all valve boxes new to nut.)	SUBCONTRACTOR	54.00	EA	$570.00	$30,780.00	
		MATERIALS			$160.00	$8,640.00	
		EQUIPMENT			$12.40	$669.60	
		LABOR			$17.60	$950.40	
			54.00	EA	$760.00	Total:	$41,040.00
22	STREET REBUILDING & PATCHING CONTINGENCY	SUBCONTRACTOR	300.00	SY	$0.00	$0.00	
		MATERIALS			$28.00	$8,400.00	
		EQUIPMENT			$22.00	$6,600.00	
		LABOR			$11.00	$3,300.00	
			300.00	SY	$61.00	Total:	$18,300.00
23	STRIPING AND MARKING	SUBCONTRACTOR	1.0	LS	$71,432.39	$71,432.39	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$0.00	$0.00	
			1.0	LS	$71,432.39	Total:	$71,432.39
24	TACK COAT (SS-1H)	SUBCONTRACTOR	31.2	Ton	$996.00	$31,075.20	
		MATERIALS			$200.00	$6,240.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			31.2	Ton	$1,196.00	Total:	$37,315.20

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
25	TRAFFIC CONTROL	SUBCONTRACTOR	1.00	LS	$256,357.90	$256,357.90	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$132,300.00	$132,300.00	
			1.00	LS	$388,657.90	Total:	$388,657.90
26	LOWER WATER VALVE BOX	SUBCONTRACTOR	50.00	EA	$365.00	$18,250.00	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$18.00	$900.00	
			50.00	EA	$383.00	Total:	$19,150.00
27	ADJUST SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES (CITY DTL. 9-03-062)	SUBCONTRACTOR	7	EA	$510.00	$3,570.00	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$24.00	$168.00	
			7	EA	$534.00	Total:	$3,738.00
28	CONSTRUCTION SURVEY	SUBCONTRACTOR	1	LS	$9,800.00	$9,800.00	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$0.00	$0.00	
		LABOR			$0.00	$0.00	
			1	LS	$9,800.00	Total:	$9,800.00
29	REMOVE RAMP & RETROFIT DETECTABLE WARNING (ADA Ramp MAG 232) INCLUDING 3" ABC	SUBCONTRACTOR	17	EA	$1,010.00	$17,170.00	
		MATERIALS			$0.00	$0.00	
		EQUIPMENT			$185.85	$3,159.45	
		LABOR			$314.15	$5,340.55	
			17	EA	$1,510.00	Total:	$25,670.00
30	MILL AND FILL LARGE THERMAL CRACKS ON FOREST AVE. / CEDAR AVE.	SUBCONTRACTOR	5525	LF	$0.00	$0.00	
		MATERIALS			$2.15	$11,878.75	
		EQUIPMENT			$6.02	$33,260.50	
		LABOR			$4.20	$23,205.00	
			5525	LF	$12.37	Total:	$68,344.25

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
31	MILL AND FILL LARGE THERMAL CRACKS ON LAKE MARY ROAD	SUBCONTRACTOR	4080	LF	$0.00	$0.00	
		MATERIALS			$2.15	$8,772.00	
		EQUIPMENT			$5.65	$23,052.00	
		LABOR			$4.20	$17,136.00	
			4080	LF	$12.00	Total:	$48,960.00
32	FOG COAT LAKE MARY (WALAPAI TO CITY LIMITS)	SUBCONTRACTOR	N/A	Ton		$0.00	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			N/A	Ton	$0.00	Total:	$0.00
33	FOG COAT HIGH COUNTRY TRAIL (WILD WEST TO PULLIAM) & PULLIAM (HIGH COUNTRY TO J.W. POWELL)	SUBCONTRACTOR	N/A	Ton		$0.00	
		MATERIALS				$0.00	
		EQUIPMENT				$0.00	
		LABOR				$0.00	
			N/A	Ton	$0.00	Total:	$0.00
34	Mill 4 inch depth METZ WALK (5,880 S.F.) Install 2-3/4 inch C.O.F. 3/4 mix and 1-1/4 inch PMRAC	SUBCONTRACTOR	5880	SF	$0.00	$0.00	
		MATERIALS			$2.33	$13,700.40	
		EQUIPMENT			$1.25	$7,350.00	
		LABOR			$0.63	$3,704.40	
			5880	SF	$4.21	Total:	$24,754.80
35	RECONSTRUCT ROADWAY (THORPE RD. & BONITO ST	SUBCONTRACTOR	400	SY	$0.00	$0.00	
		MATERIALS			$27.30	$10,920.00	
		EQUIPMENT			$20.70	$8,280.00	
		LABOR			$14.00	$5,600.00	
			400	SY	$62.00	Total:	$24,800.00
36	ROADWAY SHOULDERING (AZTEC)	SUBCONTRACTOR	7200	SF	$0.00	$0.00	
		MATERIALS			$0.12	$864.00	
		EQUIPMENT			$0.50	$3,600.00	
		LABOR			$0.26	$1,872.00	
			7200	SF	$0.88	Total:	$6,336.00

Total: $3,346,218.86

C and E PAVING & GRADING L.L.C.

LIST OF PLANS AND SPECIFICATIONS

Flagstaff Street Maintenance Program - 2019
Shephard - Wesnitzer Inc. (928) 773-0354

Project No: 01-19001

Drawing No.	Drawing Title	Release Date
C1	Cover	04-2019
C2	Notes and Details	04-2019
C3	Key Map - Overlay	04-2019
C4	Improvement Schedule	04-2019

Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction General Provisions

City of Flagstaff Amendments to Maricopa Association of Governments General Provisions

Shephard - Wesnitzer Inc. Special Provisions

C and E
PAVING & GRADING
L.L.C.

LIST

OF

CLARIFICATIONS

AND

ASSUMPTIONS

Project No: 01-19001

Clarifications and Assumptions

City of Flagstaff Street Maintenance Program – 2019

1. It is assumed that City of Flagstaff team members will assist the contractor in identifying and marking the stop and start areas for pavement milling and chip seal.
2. If cross-street approaches are to be overlaid, the Engineer shall outline the location and extent of work on cross-streets prior to beginning the work.
3. We realize that no potable water will be utilized on this project. We will need to obtain a permit (no fee) at the Wildcat Hill Waste Water Treatment Plant and will be responsible for complying with all permit requirements.
4. The January 2018 ADOT Index was used to construct the GMP Asphalt prices for this project. Adjustments may have to be made during construction with variances in the Index.
5. It is assumed that during the term of this contract; 2018 MAG and C.O.F. Specifications will govern.
6. The City of Flagstaff will furnish all necessary quality control testing for this project.
7. The City of Flagstaff will Trim and dispose of any trees that conflict with the construction methods.
8. GMP was built using engineers estimated quantities for striping. No revisions to striping was discussed. Any future revisions will be negotiated.
9. No obliteration of existing striping is included in this GMP.
10. No Thermo will be used on Chip Seal Streets.

    a) All four-inch Double Solid Yellow will be "Paint"
    b) All 18-inch Preformed Stop Bars will be "Thermo"
    c) All four-inch Broken White will be "Paint"
    d) All four-inch Solid and four-inch Broken Yellow will be "Paint"
    e) Solid White Edge Line will be "Paint"
    f) Six-inch Solid White Bike Lane Line "Paint"
    g) Painted Bike Assembly will be "Thermo"
    h) Preformed Turn Arrows will be "Thermo"
    i) Solid White Lane Lines will be "Paint"
    j) Six-inch Dashed Bike Lane will be "Paint"
    k) Piano Key Crosswalks will be "Thermo"

PROJECT

MASTER

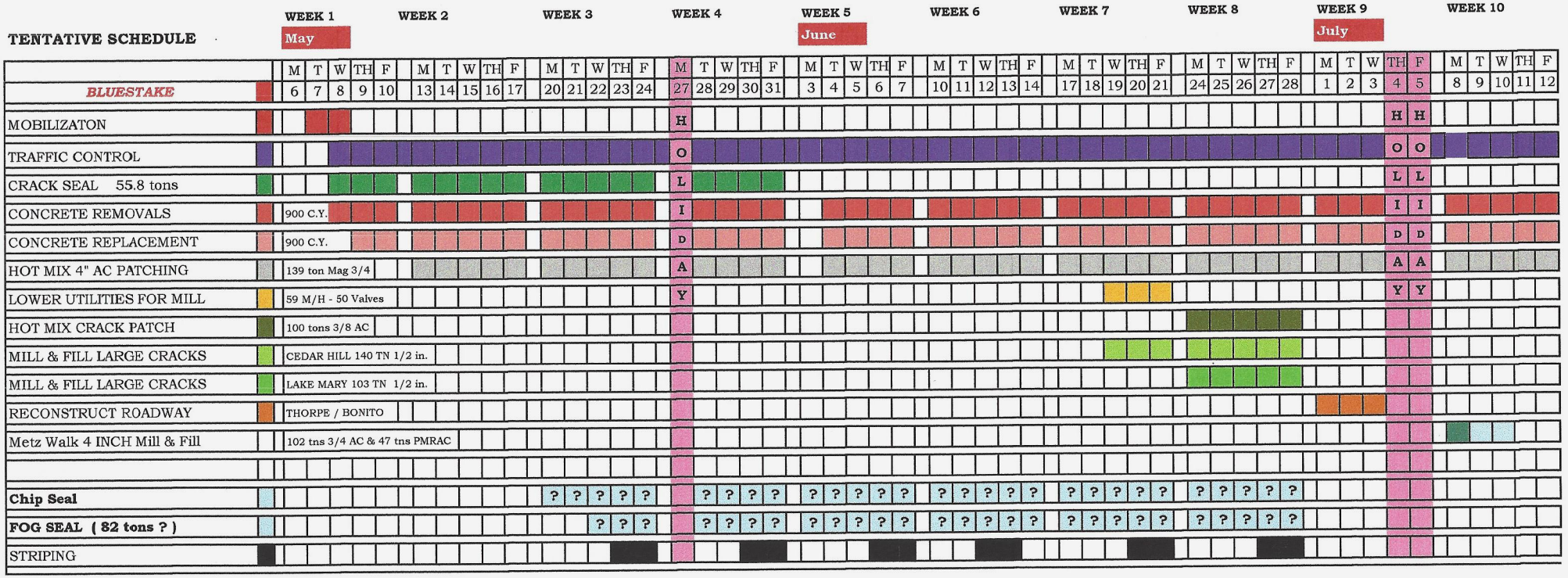
SCHEDULE

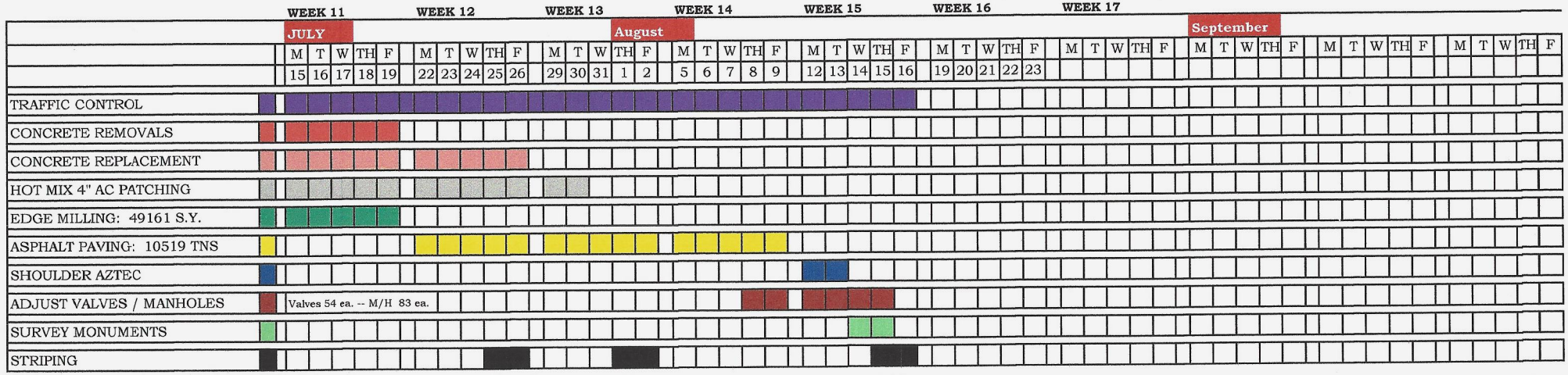
C AND E PAVING & GRADING L.L.C.

April 17- 2019

City of Flagstaff
2019 City Street Maintenance Program
Project No: 01-19001

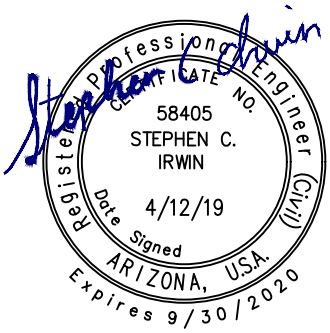
TENTATIVE SCHEDULE





SPECIAL PROVISIONS
FLAGSTAFF STREET MAINTENANCE PROGRAM 2019
OVERLAY

PROJECT NO. 01-19001



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Flagstaff, AZ 86001
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Shephard Wesnitzer, Inc.
Engineering an environment of excellence

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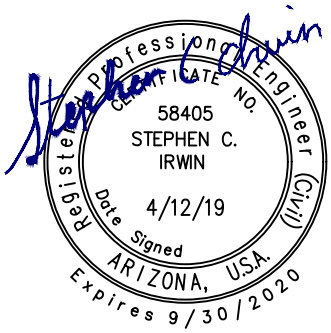


CITY OF FLAGSTAFF, ARIZONA

FLAGSTAFF STREET MAINTENANCE PROGRAM 2019- OVERLAY

PROJECT NO. 00-00000

SPECIAL PROVISIONS

The MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (with revisions through January, 2017), together with the CITY OF FLAGSTAFF REVISIONS TO MAG UNIFORM STANDARD SPECIFICATIONS AND MAG UNIFORM STANDARD DETAILS are hereby amended to include the following:

SECTION 100 – GENERAL CONDITIONS

SECTION 104 – SCOPE OF WORK

104.1.3 WATER SUPPLY:

(revise to read as follows)

The Contractor is advised that except for public water main flushing and testing, the City will not authorize the use of potable water for construction purposes. Prior to submitting a bid contractors shall determine the availability of reclaimed water for construction purposes by contacting the City of Flagstaff Utilities Department.

Prior to loading, hauling, and applying reclaim water, the Contractor shall be required to obtain the necessary permit (no fee) at the Wildcat Hill Wastewater Treatment Plant and will be responsible for complying with all permit requirements.

No measurement or payment for construction water shall be made.

104.1.6 RECORD DRAWINGS

(add new subsection)

The Contractor shall continuously maintain on-site a set of record (As-Built) drawings which depict the status of the various items of work as the project progresses. These drawings shall be made available to the Engineer for review during construction upon request.

Prior to the City' final approval of the project, final record drawings in digital format shall be submitted in digital (Autocad™ dwg format, or Adobe™ pdf format).

Record drawings shall contain, but are not limited to, the following information:

The plans shall verify the type and details of construction as shown on the original as-bid construction plans, together with any Engineer-approved variations from the original documents.
The plans shall indicate the depth and location of all existing underground utilities encountered during construction, whether or not shown on the original plans.
All public improvements (water, sanitary sewer, storm drain, streets) shall be as-built. The elevation of gravity (sewer, drainage) features shall be confirmed by survey. Contractor shall conform to the requirements to the City's As-Built" checklist.
As-built survey data shall be based upon the same site benchmarks as the construction plans.

Record drawings shall bear the signature and seal of either a currently registered engineer or land surveyor in the State of Arizona. Record drawings shall be furnished to the City in both digital and full-sized reproducible mylar (one set) format.

No separate payment shall be made for record drawings, The cost shall be included within the appropriate associated items of work.

SECTION 105 – CONTROL OF WORK

105.8 CONSTRUCTION STAKES, LINES AND GRADES:

(revise to read)

The contractor shall provide all construction staking necessary for the project based upon control points shown on the plans or provided by the Engineer. Construction staking shall proceed under the supervision of a Land Surveyor licensed to practice in the State of Arizona.

The contractor shall provide appropriate identification and verification of furnished control points prior to commencing survey.

SECTION 106 - CONTROL OF MATERIALS

106.2 SAMPLES AND TESTS OF MATERIALS

(third paragraph; revise second sentence to read as follows)

Unless otherwise specified, samples and tests will be made in accordance with either: the Materials Testing Manual of the Contracting Agency; the standard methods of AASHTO, ASTM, or ADOT, which were in effect and published at the time of advertising for bids.

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.1.2 MAINTENANCE OF TRAFFIC

(revise to include the following)

Should it be necessary to close access to private property, business, driveways or alley entrances, the closure must be for as short a time as possible and be restored at the end of the work shift. If primary access cannot be restored, the Contractor shall provide an alternative, which will be coordinated with the owner and pre-approved by the City prior to any restrictions being implemented.

Sanitation Pickup:

Regular residential sanitation pickup in the area of this project is scheduled twice per week. Commercial dumpster pick up varies from location to location. Coordinate with the City's Environmental Division for pick-up days. When construction activity interferes with sanitation pickup, the Contractor shall provide for sanitation vehicle access to the affected properties or relocate the trash containers where access is acceptable. The Environmental Division of the Public Works Department contact person is Rudy Almendarez at (928) 774-0668. If trash or recycle pick up is obstructed by construction activity, the Contractor will be responsible for proper disposal.

107.6 PUBLIC CONVENIENCE AND SAFETY

REMOVAL OF PARKED VEHICLES

(revise to include the following)

The Contractor shall give written notice, describing the proposed work and parking restrictions, to each adjacent business or residence. Written notice (with specific dates of anticipated construction work) shall be given at least 24 hours in advance of the work and no more than three working days before the work is scheduled to begin. In the event that the work requires removal of parked vehicles, they will be removed to the nearest convenient side street at the Contractor's expense. No separate payment will be made for this work.

The contractor shall give written notification to each affected resident at least 48 hours prior to any disruption to water or sewer service in the construction area. The notice must include the exact time of the disruption and the expected duration of the loss of service. Disruption of water or sewer services shall only be between the hours of 9:00 AM and 4:00 PM.

107.7 BARRICADES AND WARNING SIGNS

(revise to include the following)

The Traffic Barricade Manual referred to under this section and thereafter in the Standard Specifications shall be part of VI of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD).

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:

(revise to include the following)

The Contractor shall take special care to control construction-related dust and noise and to keep the project site cleaned up to the greatest extent possible. The Contractor is responsible to coordinate alternate measures for any impacted operations as mentioned which are acceptable to the parties involved.

Survey monuments and property corners shall be protected and not disturbed unless specifically called out on the plans for replacement. All costs associated with protecting or re-establishing disturbed survey monuments and property corners shall be borne solely by the Contractor.

Concrete curb and gutter that is not designated for removal and replacement shall be protected. All costs associated with unauthorized removal and replacement or damage shall be borne solely by the Contractor.

The Contractor is responsible for replacing and/or restoring landscaping including but not limited to fences and walls of any type, plantings, pea gravel, grass (sod and seeded), brick pavers, concrete driveways, asphalt driveways, landscape rock, and owner improvements associated with the project. All replacement and restoration costs shall be included in the bid. The Contractor is responsible for removing existing improvements and salvaging items for replacement at the same location or relocation as directed by the Owner after the public improvements are finished. The Contractor is responsible for replacing materials in like kind. This may necessitate close coordination with property owners.

SECTION 108 - COMMENCEMENT, PROSECUTION AND PROGRESS

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:

(revise to include the following)

It is the intention of the City of Flagstaff that the following streets be re-striped prior to opening to traffic.

Overlay Streets

Map ID	Street Name	Start	Stop
1	Anita Ave.	Lake Mary Rd.	East End
2	Bonito St.	Elm St.	Dale Ave.
3	Bonito St.	Navajo Rd.	Elm St.
5	Thorpe Rd.	Bonito St.	Kinlani
6	Woodslands Village Blvd.	Route 66	Kaibab St.
7	Pinnacle St.	Route 66	Kaibab St.
8	Walapai Dr.	Lake Mary Rd.	Zuni Dr.
9	Thorpe Rd.	Cherry Ave.	Santa Fe Ave.
10	Thorpe Rd.	Kinlani	Cherry Ave.
11	Kaibab Ln.	Thompson	850' East
12	Kaibab Ln.	Woodlands Blvd.	900' West
13	Plaza Way	Yale St.	Milton Rd.
14	Forest Ave./Cedar Ave.	Beaver St. (East Side)	West St.
15	Chamber Dr.	Milton Rd.	Riordan Ranch Rd.
16	Metz Walk	Route 66	Riordan Rd.
17	Metz Walk	Riordan Rd.	University
20	Lake Mary Rd.	Mohawk Dr.	Walapai Dr.

If the scheduling of the work does not permit re-striping of these streets prior to opening to traffic, lighted vertical panels shall be installed and maintained on 40' spacing, separating the opposing

lanes of traffic and delineating designated turn lanes., until the required re-striping is completed. In all cases, restriping shall be completed within 48 hours of completion of the surface treatment and opening to traffic. All preformed plastic markings shall be placed within one week of completion of surface treatment and opening to traffic.

SECTION 200 EARTHWORK

SECTION 211 - FILL CONSTRUCTION

211.2 PLACING

(fourth paragraph, revise last sentence to read)

However, such material shall not be placed within 3 feet of the finished subgrade of the fill.

211.3 COMPACTING

(fifth paragraph; revise last sentence to read)

Each layer shall be compacted to a uniform density of not less than 95 percent, or as directed by the Engineer.

(sixth paragraph; revise first sentence to read)

When fill material contains by volume over 25 percent of rock larger than 6 inches in the greatest dimension, the fill (up to 4 feet below finished subgrade) may be constructed in layers of a loose thickness not exceeding the maximum size of rock in the material. In no case shall such layers exceed 3 feet in thickness.

SECTION 300 – STREETS / RELATED WORK

SECTION 301 – SUBGRADE PREPARATION

301.2.2 UNSTABLE SUBGRADE

(revise to include the following)

If it is determined by the owner's representative that the subgrade is unstable for compaction and placement of aggregate base the contractor shall use one of the following methods to make subgrade stable. This work shall be accomplished at no additional cost to the Owner.

Remove unsuitable subgrade and replace with additional subbase (minimum of 2 feet of stockpiled asphalt millings or (ABC) or as directed by Engineer. Contractor should consult with Engineer prior to performing work.

Once the suspect areas are stabilized to the satisfaction of the engineer, the normal ABC sub-base should then be installed. The contractor shall take all reasonable efforts to eliminate or reduce construction traffic on the repaired areas.

301.3 RELATIVE COMPACTION

(revise phrase in the first line of the first paragraph as follows)

"...depth of 6 inches." (deleted)

"...depth of 9 inches." (inserted).

(revise last three paragraphs to read)

The subgrade shall be scarified and loosened to a depth of 9 inches. When fill material is required a layer of approximately 3 inches may be spread and compacted with the subgrade material to provide a better bond. The subgrade cut and fill areas shall be constructed to achieve a uniform soil structure having the following density when tested in accordance with AASHTO T-99, Method A; T-191 or ASTM D-2922; and D-3017 with the percent of density adjusted in accordance with the rock correction procedures for maximum density determination, standard detail #190, to compensate for the rock content larger than that which will pass a No. 4 sieve:

a. Major streets - 95 percent

b. Other streets and traffic ways - 95 percent

c. Curbs, gutter and sidewalks - 95 percent

(modify to add:)

Moisture content shall be within two percent of optimum.

301.4 SUBGRADE TOLERANCES:

(revise to read)

Subgrade upon which pavement, sidewalk, curb and gutter, driveways, or other structures are to be directly placed shall not vary more than ¼ inch from the specified grade and cross-section.

Subgrade upon which sub-base or base material is to be placed shall not vary more than ¼ inch from the specified grade and cross-section. Variations within the above specified tolerances shall be compensating so that the average grade and cross-section specified are met.

301.8 PAYMENT:

(revise to read)

No separate payment shall be made for subgrade preparation.

SECTION 305 STREET REBUILDING

(revise to include a new section)

305.1 DESCRIPTION

Certain small areas of the streets to be overlaid are to be rebuilt before overlay. These areas will be marked in the field by the Engineer. This work shall consist of removal and disposal of existing materials, subgrade preparation, and furnishing and placing asphaltic concrete.

305.2 CONSTRUCTION

The areas may vary in size. The existing pavement, base, and subgrade will be removed to an elevation that will facilitate minimum City of Flagstaff asphalt structural sections in detail 10-09-010. The subgrade will be compacted to 95%. The existing pavements shall be wheel or saw cut back to a neat straight line. The asphaltic concrete (3/4") will be placed and compacted so that it meets the following requirements:

1. The density of the asphaltic concrete is as specified under Section 321.

2. The finished grade of new asphalt can be up to 1/4" above but no lower than the adjacent existing pavement or as directed by owner's representative.

3. The maximum thickness of the new asphaltic concrete is 6" placed in 2 lifts or as necessary to match existing pavement grade.

305.3 MEASUREMENT AND PAYMENT

Measurement and payment will be made at the contract unit price for each square yard of pavement removed and replaced as directed by the Engineer. Payment will be accepted as full compensation as for all equipment, labor and materials used under this item.

SECTION 310 – PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE

310.1 DESCRIPTION

(revise to read)

Aggregate base shall be a crushed Aggregate Base Course in accordance with Section 702.2.

310.2 PLACEMENT AND CONSTRUCTION:

(revise 3rd paragraph to read)

After placement, the aggregate base course surface shall be true, even and uniform conforming to the grade and cross-section specified. In no case shall the aggregate base course vary by more than ¼ inch above or below required grade.

Untreated base compaction shall be 95% under curb/gutter, sidewalk, driveway and alley entrances, handicap ramps, and catch basins. Under streets untreated base compaction shall be 100%. Moisture content shall be within two percent of optimum.

(modify to add)

Should suspension of operations take place between time of initial base placement and commencement of paving operations, contractor shall place additional aggregate base as required, and reestablish the specified grade and cross sections and compaction prior to paving.

Finish grading of aggregate base may be checked and verified by the Engineer. In areas of new paving, paving cannot commence until the grades have been checked and verified by the Engineer. The Engineer shall be notified once finish grading is ready for verification. The Engineer shall complete his or her checking and verification within 24 hours of notification. If the grades in these areas are found to be unacceptable by the Engineer, the Contractor shall regrade the areas to the satisfaction of the Engineer, at no additional expense to the Owner.

If, during the paving operations "soft spots" in the ABC are noted, they shall be excavated to a sufficient depth and backfilled with compacted ABC material (8" lifts) so that they are eliminated. No additional pavements will be made for soft spot repairs, the cost is to be included in the bid price.

310.4 PAYMENT

(revise to read)

The cost for aggregate base shall be included in the appropriate bid price for which aggregate base is required. .

SECTION 311 - PLACEMENT AND CONSTRUCTION OF CEMENT TREATED SUBGRADE

311.2 MATERIALS

(second sentence, revise to read)

The soil for the mixture shall consist of the material in the area to be paved or approved selected material.

(last sentence, revise to read)

The cement content shall be determined by the procedures set forth in AASHTO T136-50 or ASTM D560-67. The selection of a cement content based on compressive strength requirements without regard to freeze-thaw durability will not be allowed.

311.4 CONSTRUCTION METHODS

(second paragraph, modify to add)

Soil cement base course shall not be mixed with or placed on any frozen material. At the time of mixing and placing the air temperature shall be a minimum of 40ºF (5ºC) and rising, and the surface temperature shall be a minimum of 45ºF (10ºC). The soil cement base course shall be protected from freezing for a minimum period of seven (7) days.

SECTION 321 – PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT

321.2 MATERIALS AND MANUFACTURE

(modify to add)

For patching and remove and replacements asphalt concrete shall be a Type 3/4" dense surface course PG 58-28 for all asphalt paving, unless modified by the Engineer.

In addition to the requirements of M.A.G. Section 710, the aggregates and mix to be incorporated into the work must also meet the following requirements:

Test	Test Results
Index of Retained Strength	60 Min.

Compaction of asphalt concrete shall be a minimum of 95% of ASTM D1559-75 Blow Method.

Minimum temperature as measured at lay down machine to be 275 degrees F.

321.4 APPLICATION OF TACK COAT

(modify to add)

Tack coat applied to vertical surfaces shall be sprayed (pressurized sprayer) or brushed on to ensure total (100%) coverage of the surface. Dribbling, spray bottle, or pouring on will not be approved.

321.8.1 PLACING

(modify to add)

Asphalt concrete shall only be placed upon a surface of at least 70ºF. The temperature of the asphalt concrete of any course, just prior to the dumping of the material from the hauling vehicle, shall be at least 275ºF; a lower temperature is allowed if written approval is given by the Engineer. Compaction and finishing shall be completed before the mix has cooled to 180ºF. The Engineer may authorize placement of asphalt concrete upon surfaces having a temperature of 45º. For above, providing those mentioned above and the following conditions are met.

a. The underlying surface is dry.

b. The weather is dry and without threat of precipitation.

c. The temperature of the asphalt concrete mixture is such that the sum of the air temperature plus the temperature of the mixture when placed is at least 320ºF – 345ºF pending on above surface temperatures.

d. Asphalt concrete shall not be placed on grade that appears to be frozen.

Self-propelled lay down machines shall be used for all paving. This shall include patches larger than ±40 S.Y. (depending on patch shape) and as directed by the Engineer. Smaller patches may be placed by hand methods if the Contractor can demonstrate adequate placement and finishing control to the satisfaction of the Engineer. The size of the paver shall be approved by Engineer prior to beginning paving.

321.8.2 JOINTS

(modify to add)

Cold transverse and longitudinal joints shall be either trimmed backed and tacked, or heated with a joint heater. A cold joint shall be defined as any joint which has been placed for 6 hours or longer before adjoining asphalt is placed, unless approved by the Engineer.

The Contractor shall provide sufficient rollers (size and number) to compact the asphalt to the specified density. If the rollers being used do not appear capable of reaching the minimum density (as shown by field test results) paving operations shall be suspended until proper equipment is available.

Coarse aggregate from any and all raking operations shall be removed from the fresh asphalt surface prior to rolling.

321.8.3 ASPHALT LEVELING COURSE

(modify to add)

An acceptable surface shall not vary more than 1/4 inch from the lower edge of a 10 foot straightedge when placed parallel to the centerline of the roadway.

321.8.4 COMPACTION: ASPHALT BASE COURSE AND SURFACE COURSE

(add the following after the Table 321-2)

The Engineer at his sole discretion may authorize placement of asphalt concrete outside of the parameters of Table 321-2. Said authorization, if given, shall be in writing.

Asphalt shall not be placed on grade that is frozen.

321.8.5 SMOOTHNESS

(modify to add)

The contractor is to supply the 12 foot straightedge. The straightedge shall meet the approval of the Engineer prior to testing.

321.10.3 GRADATION, BINDER CONTENT AND AIR VOIDS

(modify first two sentences of the fourth paragraph)

The asphalt cement content shall be considered acceptable if it is within -0.30% to +0.40% of the mix design target value. If the asphalt binder content deviates more that the above amounts from the target value…

(modify next-to-last sentence from the fourth paragraph)

If the resulting average of the asphalt binder content deviates by more than -0.30% to +0.40% from the mix design target value…

321.10.4 ASPHALT PAVEMENT THICKNESS

(modify to add #4)

(4) Notwithstanding the provisions of (2) and (3) above, the following shall be considered the default remedial action for pavements of insufficient thickness:

When the deficiency of the pavement thickness exceeds 1/4 inch, the pavement shall be overlaid on the area affected. In no case shall this overlay be less than one City block or 660 feet in length, whichever is less. This overlay shall be placed over the full width of pavement with a new mat of material specified by the Engineer; equal in thickness to the deficiency, but not less than 1 inch in any instance.

Any remedial action other than that outlined under (4), including those addressed as a part of (2) and (3), as well as reduced payment provisions under Table 321-6, shall be at the sole discretion and written approval of the Engineer.

321.13 PAYMENT

Modify to add:

The cost for asphalt concrete pavement, including tack coat, shall be paid for as a part of the appropriate unit bid price for the thickness and type of asphalt concrete specified.

SECTION 326 - MODIFIED ASPHALT CONCRETE (MAC) OVERLAY

(add new section)

326.1 DESCRIPTION

Modified asphalt concrete (MAC) overlay shall conform to the requirements of SECTION 325 – PLACEMENT AND COMPACTION OF ASPHALT-RUBBER ASPHALT CONCRETE, except as modified herein.

All references to ARAC in Section 325 shall be construed as applying to MAC overlay in section 326.

MAC concrete overlay consists of milling and overlay over existing asphaltic concrete pavement using MAC materials.

326.2 MATERIALS

(revise to read as follows)

The tack coat, asphaltic concrete mix, modified asphaltic concrete and transportation of the mix shall be as specified in Sections 321, 710, and 719, as modified by the Special Provisions.

Asphalt cement shall be Strategic Highways Research Program (SHRP) PG64-28TR+ (Terminal Blend) in accordance with Section 719.

The mix design(s) shall include an antistripping agent when tests on aggregate indicate that the proposed aggregate is subject to stripping. The Contractor shall submit a mix design certified by a registered Professional Engineer for approval not less than fourteen (14) days prior to the scheduled paving date. Engineer shall review the mix design in accordance with submittal procedures.

The aggregate gradation and percentage of binder for modified asphaltic concrete shall be in accordance with Section 701, 710, and 719 as amended by the Special Provisions.

326.7 PLACEMENT

326.7.1 SURFACE PREPARATION

(revise the to read as follows)

Before placing asphalt concrete overlay, severely raveled areas or cracked areas that are depressed more than ¾ inch from the adjoining pavements shall be cut out and patched at least 48 hours prior to the resurfacing operation per Section 336. Over-asphalted areas or rough high spots shall be removed by milling, burning or blading. Small shrinkage cracks (between ¼ inch to 1 ¾ inch) shall be filled in with asphalt sealing compound per Section 337. Large shrinkage cracks (in excess of 1 ¾ inch) shall be filled with 3/8" hot mix asphalt per Section 337 and acceptable to the Engineer. If milling is required, crack filling shall take place after milling.

(revise to include the following after the second paragraph)

The Contractor is responsible for the removal of pavement as per the typical sections and plans. It is anticipated that the work would be performed with a CMI Roto-mill or similar machine. Milling shall conform to Section 317.

The pavement shall be removed with a minimum disturbance to the remaining pavement, curb and other improvements. All paving material removed by milling shall remain the property of the City. Portions of the millings may be used for shoulder build up as directed and determined by the Engineer. All remaining millings shall be delivered to City property, location to be determined at the pre-construction meeting. All loose material shall be removed from the pavement surface immediately following the milling operation. A pickup broom or other suitable means shall be provided by the Contractor to perform this work. Any cleanup work, by hand brooming or shoveling, needed to pick up loose material shall also be provided by the Contractor.

Where the pavement is milled across a street, causing a significant bump for the traffic, the Engineer may order the milled area patched with temporary pavement. The Contractor shall immediately place milled asphaltic concrete in the rough area and remove this material no more than two hours before that street is overlaid.

The Contractor shall locate and lower, as necessary, any water valve boxes, manhole covers, survey monument boxes or other objects that may interfere with the pavement milling operation. The plans indicate "potential conflicts"; the contractor is responsible for generating quantities and estimating accordingly. Payment will be made for lowering these facilities on a per-unit bases.

The Contractor shall schedule the pavement milling so that no street shall be milled more than ten calendar days prior to its scheduled date for overlay.

326.7.2 PLACING AND CONSTRUCTION METHODS

(revise to include the following)

Although the great majority of the work is straight-run overlay, the Contractor is cautioned that certain areas require careful treatment. So that the Contractor may review these areas and may account for them fully in his proposal, the City of Flagstaff points out that:

1. In some cases, cross-streets shall be overlaid on the approach. The location and extent of work on cross-streets shall be as shown on the drawings, or as outlined by the Engineer prior to beginning the work. However, for estimating purposes, no more than 10 cross-street approaches are to be overlaid and included under items of work shown in the Bid Proposal.

2. In areas of odd configuration, care will be taken to tack and overlay, to smooth lines that match adjacent existing pavement, curb, gutter and other controls. Handwork may be necessary.

3. Special care and additional grade control may be required at intersections, at cross-gutters, around returns, along curbs without concrete gutters, at conforms to railroad tracks and cross street and drives, etc. The object is to provide a smooth, attractive surface and to maintain positive surface drainage.

4. Two (2) "screed" men may be required while the lay-down machine conforms at gutter, dips or other places of difficult conform.

5. It shall be the contractors' responsibility to immediately clean up any spillage. Failure to limit spillage and keep the job site cleaned up from such spillage shall be justification to shut the work down until adequate procedures and resources are provided to resolve the problem. Modified Asphalt Concrete shall be delivered and placed at a temperature no higher than necessary for placing, finishing, spreading and compacting, but shall be high enough to accomplish this work. The minimum temperature of the PMA, RAC, HMA, or MAC shall be 275°F. These temperatures will be taken at a point 1 inch below the surface at the point of delivery and may need to be higher if material is found unworkable by the Engineer. Asphalt concrete found deficient in temperature shall be rejected and removed from the job site at no cost to the contracting agency. No free treating fluid shall be present in the truck bodies at the time of asphalt concrete loading. Diesel fuel shall not be used as a treating fluid.

Section 321.6, Corrective Requirements for Deficiencies, shall apply to asphaltic concrete overlay in this contract.

326.7.5 ADJUSTMENTS

(revise the first paragraph to read as follows)

After installation of an overlay course all necessary frame and cover adjustments for manholes, valve boxes, survey monuments, sewer clean-outs, etc. shall be completed by the contractor within the given segments being surfaced and shall be per City of Flagstaff typical details 9-03-060 and 9-03-62.

326.12 PAYMENT

(revise the section to read as follows)

Payment for tack coat, asphaltic concrete and modified asphaltic concrete shall be in accordance with Section 321.

Payment for crack sealing shall be made in accordance with Section 337.

Payment for pavement milling shall be on a square yard basis in accordance with Section 317, and is to include trucking, disposal, pick up broom, and all work associated with pavement milling. Measurement for pavement milling will be made based on the length of pavement surface actually milled and the width specified or milled, whichever is less.

SECTION 336 - PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.2.2 PAVEMENT TO BE REMOVED

(modify to add)

The Engineer or his representative will field mark (in white or pink paint) approximate areas for removal and replacement. The contractor is to call Blue Stake (1-800-STAKE IT) PRIOR to digging or removing pavement.

336.2.3 TEMPORARY PAVEMENT REPLACEMENT

(modify to add)

Temporary pavement replacement, as required in Section 601, shall be with UPMTM or an approved equal with a minimum thickness of 2 inches and shall conform to the following requirements:

DESCRIPTION:

1. The paving material shall be composed of an aggregate, as specified herewith, and plant mixed with Unique Paving Material (U.P.M.tm) liquid asphalt blend from the Sylvax Corporation or approved equal. The bituminous material shall be capable of coating wet aggregates without stripping, shall be available in various grades, and permit any one grade to be stockpiled and remain pliable and workable at a temperature of -15ºF for a minimum period of 12 months.

2. The paving material shall be capable of maintaining adhesive qualities in an uncovered stockpile or in paved areas which were damp or wet at the time of application for a minimum period of 12 months.

MATERIALS:

1. The aggregate gradation shall meet the following requirements:

Size	% Passing
3/8 inch Sieve	100
No. 4	85-100
No. 8	10-40
No. 16	10
No. 50	0-5
No. 200	2 maximum

2. The aggregate shall also meet the following criteria:

Sand equivalent	45 min.
Crushed faces	70% min.

Flakiness index	25 max.
Absorption	1.0 – 2.5%
Specific gravity	2.55 – 2.75%

3. Bituminous material:

The bituminous material shall be UPMTM liquid asphalt blend from the Sylvax Corporation or approved equal. When prepared from a base asphalt stock of either AC-10 or AC-20 and blended, it shall meet the following requirements:

Flash point (TOC)	200ºF (94ºC) min.
Kinematic Viscosity @140ºF (60ºC)	1000 – 4000 cSt
Water	0.2% max.

Distillate Test

(volume of original sample)

To 437ºF	0%
To 500ºF	0 – 55%
To 600ºF	0 – 20%
Residue from Distillate @ 680ºF	78 – 95%

Residue Test:

Absolute Viscosity @ 140ºF	125 poises
Penetration	200 min.
Ductility @ 39ºF	100 min.
Solubility in Trichloroethylene	99% min.

4. Composition of Mixture:

The mixture shall consist of an aggregate as specified and a bituminous material as specified mixed in such a manner as to contain approximately 6% of bituminous material per finished ton.

5. Preparation of Mixture:

The asphalt shall be heated to a temperature between 150ºF and 300ºF and mixed with the heated aggregate until all aggregates are uniformly coated. The mixed temperature shall not exceed 170ºF.

6. Plant and Equipment:

A batch-type mixer of approved design and capacity shall be used in mixing the ingredient materials.

336.2.4 PERMANENT PAVEMENT REPLACEMENT

(modify to add)

Reconstruct Areas

Pavement reconstruction (reconstruct areas) shall be replaced as per the details shown on the plans for all reconstruction areas. The geotextile fabric shall be a nonwoven material (Geotex™ 801 [8 oz/sq. yd.]) or approved equal. Installation shall be as per Arizona Department of Transportation; *"Standard Specifications for Road and Bridge Construction"*, Section 306; the manufacturer's recommended procedures, and to the approval of the Engineer.

If the plans or Engineer calls for a soil stabilization geotextile the specified triaxial soil stabilizing material is to be Tensar TriAx(tm) TX160 or approved equal and installed over a nonwoven fabric as specified above, per manufacturer's specifications.

Any and all asphalt reconstruct areas located on "free" asphalt edges to include thickened asphalt as per MAG S.D. 201, Type "B". All pavement replacement asphalt shall be M.A.G. PG 58-28 mm as specified in Section 710

336.2.5.1 EXCESSIVE CRACKS / VOID FILLER

(modify to add)

Prior to any overlay construction the contractor is to fill in all pavements cracks per Section 337.

336.2.5.2 EXCESSIVE RUTTING AND SHOVING FILLER

(Modify to add section)

Prior to any overlay construction the contractor is to fill (microsurface) in all pavements rutting / shoving in excess of ½" (depth) with the appropriate size (gradation) of hot mix asphalt.

336.5 PAYMENT

(modify to add:)

Payment for pavement matching (patch) will be made on the basis of square yards under the Street Rebuilding (contingency) line item. Payment for crack / void excessive rutting and shoving filling will be made on the basis of tons of material placed.

SECTION 337 CRACK SEALING

(revise Section to read)

337.1 GENERAL

Crack sealing shall consist of blowing out loose material and sealing all cracks wider than 1/4 inch and narrower than 1 3/4" with an approved crack sealant.

For edge mill streets: Crack sealing shall take place prior to milling.

For full-width mill areas: Crack sealing shall take place after any specified milling and prior to placement of overlay.

Locations identified in Appendix D shall receive only crack sealing.

337.2 MATERIALS

The crack sealant shall be composed of asphalt, reclaimed and or virgin synthetic rubber, and polymer modifiers. The material shall be approved by the Engineer prior to notice to proceed and shall meet the following requirements:

TEST	METHOD	REQUIREMENT
Softening point	ASTM D-36	200º F. Min.
Cone penetration @77ºF	ASTM D-3407	30 Min.
Resilience @77º F	ASTM D-3407	40% Min.
Flow	ASTM D-3407	3 mm Max.
Safe heating Temperature		410º F. Min.

Crack sealant shall be applied in accordance with manufacturer's recommendations.

337.4 APPLICATION

Cracks in existing pavements 1/4 inch wide or wider shall be sealed. Cracks that are wider than 1-3/4" shall not be filled with crack sealant, but shall be filled with 3/8" hot mix asphalt. **Those cracks that are filled with dirt shall be blown out to a depth of no more than 1 1/2".**

Crack sealant shall be placed to an elevation approximately 1/4" below the pavement surface. Sealant on the pavement surface shall be minimized. Should traffic pick up the crack seal material, the contractor shall provide and apply sand or a **very light** application of fine graded sand to protect the sealant. If the contractor opens the roadway to traffic before the sealant is set, sand application will be done at the contractor's expense.

337.8 MEASUREMENT

Crack sealant shall be measured by the ton of sealant complete in place. The method of accounting for the material shall be discussed at the preconstruction conference and shall be acceptable to the Engineer. No separate measurement will be made for any sand necessary to prevent pickup by traffic.

337.9 PAYMENT

Payment will be full compensation for furnishing and placing all materials specified and used and shall include all labor, traffic control, equipment, tools and incidentals necessary to complete the work as prescribed and directed by the Engineer. All costs for sand or Portland cement will be included in the unit price for crack sealant.

SECTION 340 CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY AND ALLEY ENTRANCE

340.1 DESCRIPTION

(modify to add)

The plans describe the location and approximate quantities of removals and replacements. Actual limits of removal and replacement will be as directed by the Engineer. Concrete valley gutter shall be constructed in accordance with City of Flagstaff Detail 8-06-010.

340.2 MATERIALS

(revise first paragraph to read)

Concrete shall be Class A, containing 5 to 7% air entrainment, and conforming to applicable requirements of Section 725.

340.2.1 DETECTABLE WARNINGS

(modify to add)

Detectable warnings shall consist of raised truncated domes aligned in a square grid pattern in conformity to the Americans with Disabilities Accessibility Guidelines. Truncated domes shall have the following nominal dimensions: base diameter of 0.9 inches, top diameter to 0.4 inches, height of 0.2 inches, and dome spacing center-to-center spacing of 2.35 inches, measured between the most adjacent domes on the square grid. Detectable warnings shall contrast visually with adjoining surfaces. The material is to be durable with non-slip surface not subject to spalling, chipping, or separation. Uncoated Cast iron per East Jordan Iron Works or approved equal is to be used. The owner shall specify the color of the panels.

The following is a table of the approved suppliers. Contractor is to use one of the following suppliers or an approved equal.

DURALAST® Cast Iron: Coated or Uncoated	East Jordan Iron Works	(800-874-4100) http://www.ejiw.com
Cast Iron: Coated or Uncoated	Neenah Foundry Co	(800-252-5801) http://www.nfco.com
IRON PED Cast Iron: Coated or Uncoated	Manufactured by Neenah Foundry Co	(763-478-8128) http://www.ironped.com
CAST-DWD™ or CAST CORP Cast Iron: Coated or Uncoated	Cast Corporation	(218-263-8510) http://www.castcorporation.com
CAST-DWD™: Coated or Uncoated	Pioneer Detectable, LLC	(262-370-5355) (877-270-3663) http://www.metadome.com

340.3 CONSTRUCTION METHODS:

(sixteenth paragraph, modify to add)

The longitudinal extent of any curb and gutter removal, replacement necessary because of nonconformity with the plans or specification, and replacement due to damage prior to acceptance shall not be less than the appropriate contraction joint spacing.

(after last paragraph, modify to add)

Curb & gutters, sidewalks, driveway aprons and handicapped sidewalk ramps shall be constructed on three (3) inches of aggregate base course. Valley gutters shall be constructed on eight (8) inches of aggregate base course. No direct payment will be made for aggregate base course. All costs associated with this work are to be included in the amount bid for the items of work to which it is incidental or appurtenant. The contractor is to field verify number of dome panels needed for each ramp and bid accordingly. No additional payment will be made for "wider" ramps.

The Contractor shall take extra precaution to protect all freshly poured concrete from vandalism. The Contractor shall coordinate placement of all new concrete with businesses and residences a minimum of forty-eight (48) hours in advance of the work. Night work, admixtures to accelerate hydration and setting of concrete and protective coverings should be considered by the Contractor to ensure that the finished concrete is free from any defects. Refer to MAG Specifications, Section 107.10.

Concrete finishes shall be as called-out on the plans, details and in these Special Provisions. Any concrete finish that does not meet these requirements shall be removed and replaced at the Contractor's expense.

The subgrade shall be compacted to a relative density of 95% max density.

340.5 MEASUREMENT

(modify to add)

No separate measurement or payment will be made for saw cutting necessary for removal of pavement, curb, valley gutter or aprons. No separate measurement or payment will be made for ABC under curb, sidewalk, valley guters or sidewalk ramps. The cost of saw cutting and ABC is to be included in the related work items shown on the Bid Schedule.

Measurement or payment for Remove Sidewalk & Install Sidewalk Ramp shall include all costs associated with special forming and handwork to construct the MAG 235-3 or 235-4 curb ramps including the curb at the back of the ramps. Measurement and payment will also be made of the necessary curb and gutter removal and replacement for the curb ramp. Measurement and payment will also be made of the necessary sidewalk removal and replacement through the curb ramp.

Measurement or payment for Ramp Retro-Fit shall include all costs associated with special forming and handwork to construct the curb ramps (as detailed on the plan sheets) including the curb at the back of the ramps if applicable. Measurement and payment will also be made of the necessary curb and gutter removal and replacement for the curb ramp. Measurement and payment will also be made of the necessary sidewalk removal and replacement through the curb ramp.

SECTION 345 - ADJUSTING FRAMES, COVERS, VALVE BOXES, AND WATER METER BOXES

345.1 DESCRIPTION

(modify to add)

The adjustment of manhole frames and covers and water valve boxes shall be done in accordance with City Standard Drawing 9-03-060 and 9-03-062. The contractor is cautioned that only straight, centered (relative to adjustment pavement or concrete) valve boxes that conform to City Detail 9-03-060 will be acceptable. The Engineer will provide the contractor necessary direction for the appropriate adjustment or replacement of each valve box and cover.

In mill and overlay areas, all existing valve boxes, meter boxes, manhole covers, survey monument boxes, or similar items designated to remain in service shall be temporarily lowered prior to milling, so as to not impede milling operations.

At all water valve locations where valves are to be abandoned in place, the top section of the valve box, frame and cover shall be excavated and removed prior to backfilling the valve and box portions to remain.

At all water valve locations where existing valves are to remain in service, the entire valve box and cover shall be excavated, removed and replaced with a new complete valve box and cover as well as the adjustment to grade. The water valve box and covers that require removal and replacement shall be excavated and installed prior to paving or overlay. Final adjustments shall be made after completion of final surfacing.

Any usable valve box and covers removed under this contract shall remain the property of the City.

On the proposed streets where the existing manhole collars are bigger than current City of Flagstaff standards additional labor and materials will be needed. When the contactor lowers the existing manholes, they are to remove the existing collars and fill the void with HMA per section 321 and place a new collar around the manhole frame per the City of Flagstaff Standard Detail 9-03-062. Payment for the HMA for collar patching only will be per unit cost for manhole lowering on each street.

The Contractor will be required to keep a record of locations of each frame or box as per the following:

For those boxes and frames readily visible, the Contractor will make reference points which will allow him to accurately locate frames and boxes after they are covered. It will be the Contractor's responsibility to preserve these reference points.

For those boxes and frames not visible before surface treatment, utilities representatives will locate frames and boxes, making a mark at each location. It will be the Contractor's responsibility to preserve these marks and all reference marks as required and identified in item 1 above.

SECTION 400 – RIGHT-OF-WAY TRAFFIC CONTROL

SECTION 401 - TRAFFIC CONTROL

401.4 TRAFFIC CONTROL MEASURES

(modify to add)

The streets shall remain open to traffic at all times. The traffic control for the following streets shall be:

Overlay Streets

Map ID	Street Name	Start	Stop	
1	Anita Ave.	Lake Mary Rd.	East End	1 Lane, 2 Directions with flagmen
2	Bonito St.	Elm St.	Dale Ave.	1 Lane, 2 Directions with flagmen
3	Bonito St.	Thorpe Rd.	Elm St.	1 Lane, 2 Directions with flagmen
4	Kaibab Ln.	Woodlands Village Blvd.	East End	1 Lane, 2 Directions with flagmen
5	Thorpe Rd.	Kinlani Rd.	Bonito St.	1 Lane, 2 Directions with flagmen
6	Woodlands Village Blvd.	Route 66	Kaibab Ln.	1 Lane, 2 Directions with flagmen
7	Pinnacle St.	Route 66	Kaibab Ln.	1 Lane, 2 Directions with flagmen
8	Walapai Dr.	Lake Mary Rd.	Zuni Dr.	1 Lane, 2 Directions with flagmen
9	Thorpe Rd.	Cherry Ave.	Sante Fe Ave.	1 Lane, 2 Directions with flagmen
10	Thorpe Rd.	Cherry Ave.	Kinlani Rd.	1 Lane, 2 Directions with flagmen
11	Kaibab Ln.	Thompson St.	850' East	1 Lane, 2 Directions with flagmen
12	Kaibab Ln.	Woodlands Village Blvd.	900' West	1 Lane, 2 Directions with flagmen
13	Plaza Way	Yale St.	Milton Rd.	1 Lane, 2 Directions with flagmen
14	Forest/Cedar Ave.	Beaver St. (East Side)	West St.	2 Lanes, 2 Directions with flagmen
15	Chamber Dr.	Milton Rd.	Riordan Ranch Rd.	1 Lane, 2 Directions with flagmen

16	Metz Walk	Route 66	Riordan Ranch Rd.	1 Lane, 2 Directions with flagmen
17	Metz Walk	Riordan Ranch Rd.	University Dr.	1 Lane, 2 Directions with flagmen
18	Monte Vista Dr.	Linda Vista Dr.	South End	1 Lane, 2 Directions with flagmen
19	Lois Ln.	Peak View St.	West End	1 Lane, 2 Directions with flagmen
20	Lake Mary Rd.	Mohawk Dr.	Walapai Dr.	2 Lane, 2 Directions with flagmen
21	Aztec St.	Beale St.	Thorpe Rd.	1 Lane, 2 Directions with flagmen
22	Thompson St.	Kaibab Ln.	North End	1 Lane, 2 Directions with flagmen

Prior to any construction, the contractor is to submit a traffic and pedestrian (if applicable) control plan for revisions and approval.

401.5 GENERAL TRAFFIC REGULATIONS
(modify to add)

The contractor will reinstall all permanent traffic control devices as required by the approved construction plans and specifications.

Existing traffic signs, including stop, yield and street name signs shall be maintained by the contractor until such time as construction renders them obsolete. The contractor shall be responsible for furnishing and installing all permanent traffic signs as required by the construction plans and specifications.

401.6 MEASUREMENT
(revise to read)

Traffic control shall be measired as a single lump sum over the duration of the project.

401.7 PAYMENT
(modify to add)

Payment for traffic controls shall be a single lump sum.

SECTION 405 - MONUMENTS

405.2 MATERIALS
(revise second paragraph to read)

All concrete shall be Class A with 5 to 7% air entrainment

405.4 INSTALLATION

(revise to read)

Existing survey monuments shall be referenced, and if necessary reestablished by a surveyor registered in the State of Arizona.

The surveyor shall provide reference marks and dimensions to the survey monuments. A minimum of two "permanent" reference marks shall be established for each right-of-way control monument. The angle formed by the control point and the two reference points shall be approximately 90 degrees. Examples of permanent reference marks include an "x" chiseled into curb, PK nail in concrete and a nail in a power pole. Any suitable reference marks found to be existing may be used.

Alternatively, the surveyor may determine and record the location of existing survey monuments using global positioning satellite (GPS) equipment and procedures of appropriate survey-grade accuracy.

No new survey monument locations shall be incorporated into this project without prior approval from the City Engineer or representative.

Any survey monuments with boxes and covers shall be adjusted to grade by the Contractor without disturbing the survey monument.

The location of existing survey monuments must be referenced and made accessible to the City. The monuments are to be reset after overlay as per COF Std. Dwg. 11-01-010. The work shall be performed under the supervision of a registered land surveyor. The Engineer will designate the monuments to be reset. Monumentation shall consist of a reinforcing bar and cap, with the registrants number, that shall be driven or secured by a means approved by the Engineer. Monuments shall be furnished by the Contractor. A results of survey map shall be prepared and recorded with the office of the Coconino County recorder by the Contractors surveyor to show the monuments found and set.

SECTION 700 - MATERIALS

SECTION 702 - BASE MATERIALS

702.1 GENERAL

(modify to add)

The aggregate base course will be clean, free of organic matter, and be of such a nature to be compacted to a dense, firm layer capable of supporting loaded trucks and self-propelled pavers without rutting. Volcanic cinders shall not be used for base materials.

702.2 PHYSICAL PROPERTIES

(revise Table 702-1 as follows)

For aggregate base, the percentage by weight passing the No. 200 sieve shall be limited to no more than 10 percent.

SECTION 703 - RIPRAP

703.2 PHYSICAL PROPERTIES

(modify to add)

Waste concrete may not be used.

SECTION 710 - ASPHALTIC CONCRETE

710.2.1 ASPHALT BINDER

(revise the section to read)

The asphalt to be mixed with the mineral aggregate shall be paving grade asphalt conforming to AASHTO Designation MP1, *Standard Specification for Performance Grade Asphalt Binder* and shall be 58-28 for pavement and patching, and 68-28TR+ for MAC unless otherwise specified in these Special Provisions.

710.3 MIX DESIGN REQUIREMENTS

710.3.2.1 MARSHALL MIX DESIGN

(revise to include the following)

Marshall mix design criteria will be used for both ¾ mix and MAC. The aggregates and mix to be incorporated into the work shall also meet the following additional requirements:

Test	Acceptable	Test Results
AC TYPE Test	3/4”	½” MAC
Absorbed Asphalt Range (ASTM 1559)	0 - 1%	0 - 1%
Combined Water Absorption (AASHTO T-84)	0 - 2.25%	0 - 2.25%
Marshall Stability (ASTM D1559)	1800 min	1,000 min
Flow (ASTM D1559) Units of .01 inches	8 to 18	15 min
Air Voids Content (mix)	3% to 5%	3% to 5%
Tensile Strength Ratio (TSR) (AASHTO T 283, with optional freeze cycle)	0.75 min	0.75 min
Sodium Sulfate Soundness (AASHTO T-104)	12 % max	12 % max
Percent Carbonates (Arizona test Method 238)	30 % max	30 % max
Binder Content	5.3% to 6.0%	5.5% to 7%

All asphaltic concrete and modified asphaltic concrete shall contain a minimum of 1% Portland cement or dry hydrated lime by weight of total aggregate added to the aggregate in a pug mill prior to addition of the binder. The moisture content of the aggregate immediately prior to the addition of the admixture shall be a minimum of 3.0 %.

The contractor shall furnish the engineer with a job-mix formula for asphalt concrete not less than ten (10) days in advance of actual placement of the material. The job-mix formula, upon approval of the Engineer, shall be used to establish the standards to which field test results will be compared and to determine compliance of the materials furnished with all physical properties of the composite mix and its individual components as shown on the approved job-mix formula. The job-mix formula, with the allowable tolerances for a single test shall be used for monitoring compliance with the specifications.

The maximum permissible variation in the daily Marshall Plug unit weight from the unit weight shown in the approved job-mix shall be +/- 3%. If the unit weight of the Marshall Plug deviates from the permissible variation by more than 1%, production shall be halted until suct time as the excess variation is corrected.

The aggregate and mix to be incorporated into the work shall also meet the following requirements:

TEST	ACCEPTABLE TEST RESULTS
Loss on Abrasion (ASTM C0131 and/or AASHTO 96) after 500 revolutions	40 Max.
Absorbed Asphalt Range (AASHTO T-245	0 – 1%

Combine Water Absorption (AASHTO T-84)	0 – 2.25%

All asphalt conctete shall contain a minimum of 1% Portland concrete or dry hydrated lime by weight of total mixture.

The percent of asphalt range for all 3/4 inch asphaltic concrete shall be from 5.3% to 6.0%.

The asphalt cement content shall be considered acceptable if it is within -0.30% to +0.40% of the mix design target value.

See Section 719 for additional requirements for Modified Asphaltic Concrete.

SECTION 719 - MODIFIED ASPHALTIC CONCRETE

(revise to include new section)

719.1 GENERAL

Modified Asphaltic Concrete (MAC) shall consist of a mixture of paving asphalt, modifiers and mineral aggregate which, with the addition of mineral filler and blending sand as may be required, shall be mixed at a central mixing plant in the proportions hereinafter specified to provide a homogeneous and workable mixture.

Modified Asphaltic Concrete (MAC) shall consist of furnishing asphaltic concrete with binder meeting the requirements of either:

Rubberized Asphaltic Concrete (RAC)
Polymer Modified Asphalt Concrete (PMA)
Polymer Modified Rubberized Asphalt Concrete – Dry Process (PMRAC)
SHRP graded PG64-28TR = (TR+)

Paving asphalt at the locations shown on the plans in accordance with the following specifications.

Within 10 calendar days of notice of award, the contractor shall submit in letter form, the name of the supplier and a type of MAC to be supplied.

Two weeks prior to construction the Contractor shall submit three (3) gallons of the modified asphalt binder for testing. Application and testing will be in accordance with MAG 321 as amended by the General Provisions and Special Provisions.

719.2 MATERIAL:

719.2.1 BINDER

The asphalt rubber binder in the mix shall comply with MAG 717 and 335 except the rubber shall be type II and the minimum rubber content for RAC shall be 17% as a percentage of total binder. Asphalt cement for all MAC shall meet the requirements of PG 64-28TR+ as per AASHTO MP-1 Table I. Polymer shall be Type SBS and shall be 5.5% to 7% of the total binder for PMA. Twenty percent of the modifier for PMA shall be ground tire rubber. The PMA shall be such that

the materials conform to the specification requirements. Ground rubber shall be Type II with the following gradation:

Gradation - Ground Rubber (Type II)

Sieve Size	% Passing
No. 10	100
No. 16	70-100
No. 30	25-60
No. 50	0-20
No. 200	0-5

Binder for Rubberized Asphaltic Concrete (RAC) shall conform to the following specifications:

Parameter	Requirement
Apparent viscosity, centipoise, 350ºF, Spindle 3, 20 RPM (ASTM D2196)	1500-6000 Centipoise
Penetration, 77ºF, dmm, 100g, 5 sec (ASTM D-5)	25 minimum 90 maximum
Penetration, 39.2ºF, dmm, 200 g, 60 sec (ASTM D-5)	15 minimum
Cone Penetration, 77ºF, dmm,150g, 5 sec (ASTM D-5)	25 minimum
Resilience, 77ºF, % (ASTM D-3407)	20 minimum
Softening Point, ºF (ASTM D-36)	135 minimum
TFOT Residue (ASTM D1754) Penetration Retention, 39.2ºF, %"	75 minimum

Haake type viscosity may be substituted for field control

Binder for Polymer Modified Asphaltic Concrete shall conform to the following specifications:

Specification:	ASTM	SPEC. LIMITS	
ORIGINAL ASPHALT	METHOD	MIN.	MAX.
Penetration, 39.2 F (200g/60 sec), dmm	D5	25	
Penetration, 77 F (100g/5 sec), dmm	D5	40	90
Softening point, F	D36	180	

Flash point, F	D92	450	
Ductility, 39.2, F (5 cm/min), cm	D113	30	
Ductility, 77 F (5 cm/min), cm	D113	100	
Viscosity, 275 F, cst	D2170	1000	
Recovery, 39.2 F, %	D113 MOD	60	
Solubility in Tricholrethylyene %	D2042	99	

AGED ASPHALT (RTFO)	METHOD	MIN.	MAX.
Retained Penetration, 77 F, %	D5	60	
Viscosity Ratio, 275 F, %	D2170		1.5
Softening Point, F	D36	175	
Ductility, 39.2 F (5 cm/min), cm	D113	20	

The asphalt binder modifier for the PMA shall contain a minimum of 20% recycled material.

The Polymer Modified Rubberized Asphalt Concrete – Dry Process (PMRAC-DP) and SHRP graded PG64-28TR+ shall conform to requirements of Superpave Grade PG64-28 (AASHTO MP-1 and MAG Section 335) except as follows:

		PMRAC-DP	PG64-28TR+
Test Properties	Test Method	Specification	Specification
Scrap whole tire rubber (Type II) content, %, Minimum		17.0	8.0
Trans-polyoctenamer rubber polymer (TOR), %, Based on the weight of the tire rubber		4.5	
SBS Polymer content %, Minimum			2.0
Original Testing COC Flash Point, °C, Minimum	ASTM D92	232	232
Softening Point, °C, Minimum	ASTM D36	50	50
Elastic Recovery, 10°C, 10cm, % recovery/1hr, Minimum	ASTM D6084	55	55

Solubility in Trichloroethylene, Minimum, %	ASTM D2042	97.5	97.5
Dynamic Shear, 64°C, 10 rad/sec,	AASHTO TP5	1.00	1.00
Dynamic Shear, 25°C, 10 rad/sec, G∗/sin delta, kPa, Maximum		75	75
RTFO Residue Testing	AASHTO TP5		
Dynamic Shear, 64°C, 10 rad/sec, G∗/sin delta, kPa, Minimum		2.20	2.20
PAV Aging Residue Testing	AASHTO TP5		
Dynamic Shear, 25°C, 10 rad/sec, G∗/sin delta, kPa, Maximum		5000	5000
Bending Beam Rheometer	AASHTO TP5		
Creep stiffness, -18°C, MPa/60 sec, Maximum		300	300
M-Value, -18°C, 60 sec, Minimum		0.300	0.300

719.2.2 AGGREGATE

Aggregate shall conform to Section 710.2.2 as amended by the Special Provisions. The aggregate gradation will be as follows:

Sieve Size	% Passing
5/8 inch	100
½ inch	96-100
3/8 inch	78-92
No. 4	28-42
No. 8	12-25
No. 30	10 +/- 5
No. 200	5 +/- 2

719.2.2.2 AGGREGATES CHARACTERISTICS

Combined aggregates shall conform to 710.2.2 except the minimum sand equivalent shall be 65 and at least 85% by weight of the aggregate retained on the #8 sieve shall consist of particles with at least one rough, angular surface produced by crushing.

719.2.3 MINERAL FILLER AND ANTI-STRIPPING AGENT

Mineral filler and anti-stripping agent shall be as per Section 710.2.3.

719.3 MIX DESIGN REQUIREMENTS:

The provisions of 710.3 MIX DESIGN REQUIREMENTS shall apply to MAC except that:

References to asphalt, liquid asphalt, bituminous cement shall be changed to "binder conforming to 714.2.1."

For estimating purposes, the percentage of binder in the MAC shall be 7% for PMA and RAC. For estimating purposes, the percentage of binder in the MAC shall be 7% for TR+ and for PMRAC-DP. The exact amount of binder in the MAC shall be subject to the Engineer's approval after review of the contractor's job mix formula and materials submittals. Marshal mix design criteria will be used for MAC.

719.4 PRODUCTION TOLERANCES:

The provisions of 710.4 PRODUCTION TOLERANCES shall apply to MAC except that:

References to asphalt, liquid asphalt, bituminous cement shall be changed to "binder conforming to 714.2.1."

719.5 PRODUCTION REQUIREMENTS:

The provisions of 710.5 shall apply for MAC except that:

References to asphalt, liquid asphalt, bituminous cement shall be changed to "binder conforming to 714.2.1."

719.6 TRANSPORTATION AND DELIVERY REQUIREMENTS:

The provisions of 710.6 shall apply for MAC.

SECTION 725 - PORTLAND AND CEMENT CONCRETE

725.1 GENERAL

(modify to add)

As tested in accordance with ASTM C-39, the maximum slump shall be 4 inches, or as specified in the Special Provisions, when tested in accordance with ASTM C-143.

Class AA concrete, with 5 to 7% entrained air, shall be used for all valley gutters and as specified.

Class A concrete shall be used for concrete structures, either reinforced or non-reinforced. Additionally, Class A concrete with 5 to 7% entrained air shall be used for all curbs, gutters, sidewalks, and exposed structures except as may be specified otherwise.

Class B concrete shall be used as specified, except 5 to 7% entrained air shall be included for all exposed structures.

Class C concrete may be used for thrust blocks, encasements, fill or over excavation, and/or other purposes as approved by engineer.

725.3 AGGREGATES

(first paragraph after the second sentence: modify to add)

Aggregates must be subjected to five cycles of the sodium sulfate soundness test in accordance with the requirements of AASHTO T-104. The total loss shall not exceed ten percent by weight of the aggregate as a result of the test.

725.4 WATER

(last paragraph, mdify to add)

Water shall be sampled and tested in accordance with AASHTO T-26.

SECTION 797 – PAVEMENT MARKINGS

(add new section)

797.1 GENERAL

This work shall consist of cleaning and preparing the pavement surface, and applying longitudinal and transverse pavement markings as indicated on the plans or as specified herein.

Reference and incorporate appropriate portions of the Arizona Department of Transportation *Standard Specifications for Road and Bridge Construction – 2008* (herinafter ADOT SS) as indicated below.

797.2 MATERIALS AND INSTALLATION

797.2.1 LONGITUDINAL PAVEMENT MARKINGS

This item of work shall appply to all longitudinal pavement markings, as well as any other markings not specified to be pre-formed plastic.

Permanent Markings: All permanent pavement markings shall be furnished and installed in accordance with ADOT SS 708.

Temporary Markings: Temporary longitudinal pavement markings, when approved, shall be furnished and installed in accordancw with ADOT SS 701-3-05

797.2.2 TRANSVERSE MARKINGS, SYMBOLS AND LEGENDS

This item of work shall apply to all lane use arrows, all transverse pavement markings such as crosswalks and stop bar markings, and all pavment legend markings, except for bicycle lanes

Permanent transverse pavement markings shall be either:

Applied thermoplastic, vurnished and installed in accordance with ADOT SS 704, with a minimum 70 mil applied thickness, or

Preformed markings, furnished and installed in accordance with ADOT SS 705.

Temporary Markings: Temporary transverse pavement markings, when approved, shall be furnished and installed in accordance with ADOT SS 701-3-05

797.3 CONSTRUCTION PROVISIONS

The Contractor shall as-built and reference the existing lane striping and markings prior to construction. Unless noted otherwise on the plans or in these Special Provisions, the configuration of new lane striping and marking shall match that of the existing. Revised striping drawings are included in Appendix F.

The contractor is responsible for layout of the revised striping. The striping quantities do not include the revised striping for these revisions. The contractor shall estimate the cost of the pavement markings necessary to make the revisions indiocated and include those costs in the amount bid.

All new painted pavement markings placed under this contract shall receive a double application of traffic paint. The second application shall be applied no sooner than 3 hours after the first application.

All existing bike lane stripes are to be replaced as 6” wide solid white stripes. (Existing bike lane stripes may now be 4” wide) The existing bike lane symbols and cross walks are to be replaced in accordance with bike lane assembly details and piano key cross walk details shown on the plans. Bike lane diamonds are no longer required.

Double yellow centerline is to be replaced with a 6” space between the two 4” stripes. Revised striping drawings are included in Appendix F.

All crosswalks and stop bars shall be replaced with thermoplastic paint. Crosswalks shall be striped in a “piano key” configuration as shown in Appendix F. All lengths of crosswalks are given in the lengths of the crossing at the intersection, not the length of thermoplastic needed for the crosswalk. It is the contractor’s responsibility to determine how much thermal plastic paint is needed to install the piano key crosswalk at the given lengths of the crosswalks.

All turn lane symbols, and bike assembly markers must be replace with thermoplastic or preformed tape. If the striping is not a typical longitudinal lane marker stripe, it must be thermoplastic or preformed.

797.4 MEASUREMENT AND PAYMENT

Pavement markings shall be measured and paid for as a single lump sum, to include the cost of all preparation, materials, layout and application, including te cost of thoese changes shown on the plans or included in the Special Provisions.

APPENDIX – A (COF MATERIAL TESTING COST SHEET)

CITY OF FLAGSTAFF MATERIALS TESTING LABORATORY COST SHEET

HOURS	SOIL AND AGGREGATE	CHARGE
1.50	Abrasion test	82.50
6.50	California bearing ratio	357.50
0.50	Composite grading	27.50
0.75	Course sieve test	41.25
1.00	Density, sand cone, balloon	55.00
1.00	Density, nuclear (one hour minimum charge per trip) **	55.00
1.00	Drill rig (per hole)	55.00
1.00	Fine sieve test	55.00
1.00	Flakiness index	55.00
1.75	Fractured faces	96.25
2.75	Maximum density (Proctor)	151.25
1.00	Plastic index	55.00
1.00	Sand equivalent	55.00
2.25	Soil support - R value (gradation of)	123.75
5.50	Soundness sodium sulfate	302.50
1.50	Specific gravity and absorption	82.50

** All retests will be $55.00 each.

CONCRETE

1.00	Air content and slump	55.00
1.25	Concrete beams, mold can & break (per beam)	68.75
0.50	Concrete cylinders, mold can & break (per cylinder)	27.50
6.50	Concrete mix design check	357.50
0.75	Cores (per core)	41.25
1.00	Drill rig (per hole)	55.00
1.75	Sieve analysis	96.25

ASPHALT

1.00	Anti strip	55.00
6.50	Asphalt mix design check	357.50
0.75	Bitumen content (content gauge)	41.25
1.25	Bitumen content (ignition oven)	68.25
0.75	Core drilling (per core)	41.25
1.00	Density, nuclear (one hour minimum charge per trip) **	55.00
1.00	Drill rig (per hole)	55.00
2.50	Gyratory	137.50
1.25	Marshall plugs, set of three	68.75
5.50	Maximum density, Rice test	302.50
1.25	Moisture determination	68.75
1.75	Sieve analysis	96.25
1.00	Specific gravity , three set core	55.00
0.50	Specific gravity , per sample	21.50
1.25	Stability and flow, set of three	68.75
1.00	Voids, set of three	55.00

APPENDIX – B (REUSE OF WASTEWATER)

REUSE OF WASTEWATER FOR CONSTRUCTION ORIENTED PROJECTS

1. Reuse of Wastewater shall be limited to a 90-day period commencing on the date of signature of this form.

2. The cleanest, best disinfected effluent available at the wastewater treatment plant shall be used.

3. The effluent shall be chlorinated to an extent which will produce a free available chlorine residual in the hauling truck of at least 2.0 mg/l after 20 minutes contact time. A daily log shall be kept which indicates the chlorine residual at the point of discharge.

4. Warning signs shall be posted at the pumping station, the road, and on all spray trucks.

5. The water truck may not be utilized to haul anything except effluent, until it is thoroughly disinfected following completion of this project.

6. Where applicable, the following guidelines for occupational health shall be followed.

   a. Avoid skin contact and overspray.

   b. Truck operator should not spray if the water or mist could contaminate other employees or equipment.

   c. If exposed to this water, wash the affected areas thoroughly.

   d. If clothing becomes contaminated, shower and change clothes.

   e. All employees are instructed to keep a spare set of clothing in their lockers. Alternatively, the employer may keep an adequate supply of disposal suits on hand.

   f. If a non-employee is accidentally contaminated by the water, please instruct them to wash immediately. The on-site washrooms should be made available as needed. Immediately inform the foreman or superintendent if contamination occurs.

   g. Anyone working on the water truck (mechanics) should wash their hands and arms thoroughly after contact. Ideally, the truck should be washed prior to repairs.

   h. A worker who has had any contact with the water or associated equipment, shall wash their hands before smoking or eating.

i. The Manager is responsible for reviewing guidelines with all employees and ensuring that a copy of the guidelines are issued to each.

j. Attendance rosters should be maintained identifying all employees completing the review session. The attendance rosters should be filed at the Manager's office.

7. Employees who may have occasional hand contact with wastewater shall be restricted if cuts or open sores are present on the hands.

8. Hydrogen peroxide (H_2O_2) shall be used to control odor if needed.

The above list requirements may be supplemented by additional precautions deemed necessary by the consulting engineer, construction contractor, and other governmental agencies. Because the reuse of wastewater is temporary, will not include use on crops and will not result in any general public contact, the Water Permits Unit has determined that is is not necessary to obtain a Wastewater Reuse Permit. In addition, the lack of available potable water in the vicinity of the construction project makes reuse of wastewater a sound natural resource conservation measure.

This form shall be signed in the space provided by the party responsible for the wastewater application and returned within 14 days to:

Wastewater Reuse Permits Unit
Arizona Department of Environmental Quality
2005 N. Central Avenue
Phoenix, Arizona 85004

A signed form will be taken by the Department as agreement by the signatory to the above conditions.

Notify this office prior to modifying the above reuse plan. If there are any additional questions, please contact the Reuse Permits Unit at 257-2270.

_____ _____

Signature of Responsible Party Date

_____

Print Name

_____

Title

APPENDIX – C (ADA QUANTITIES)

Appendix C
ADA Quantities

Street	Improvement Location	R&R Valley gutter & apron	RETRO FIT ADA Ramp MAG 235-3	ADA Ramp MAG 235-3	ADA Ramp MAG 235-4	R&R Curb & Gutter (vertical)	R&R Curb in Apron	R&R Sidewalk (+ ramp area)	R&R Curb & Gutter (Roll)	R&R Driveway
		SF	EA	EA	EA	LF	LF	SF	LF	SF
Anita Ave.	10th panel east of light pole, north of 115 Camille (midpoint)							7.3		
Lake Mary - Pauline	15th panel east of driveway of Village at Lake Mary Crossing							14.8		
	2nd panel west of driveway of Village at Lake Mary Crossing							15.2		
	23rd panel west of Village at Lake Mary Crossing							16.0		
	West end of guardrail							25.5		
	Across Camille southeast corner							25.0		
	Across midpoint of scupper and mailbox on south							27.0		
	South of Table Rock apartment shed at light pole							25.0		
	East side of Table Rock apartment driveway							54.0		
	Anita & Camille Southwest corner	211.1		1			35.0	185.3		
	Anita & Camille Southeast corner	277.61		1			31.0	194.4		
	Anita & Camille	35								
	Total	523.71	0.00	2.00	0.00	0.00	66.00	589.47	0.00	0.00
Bonito St.	Bonito/Elm between northeast and southeast ramps	264								
Elm - Dale	At the FUTS trail				1		24.0	144.0		
	Southeast corner of Bonito & Elm	277		1			34.0	153.0		
	Northeast corner of Bonito & Dale			1			32.0	137.0		
	Just north of ramp at northwest corner of Dale and Bonito							109.8		
	±8' south of waer station							115.3		
	Behind water station							98.0		
	±10' North of water station							157.5		
	Between utility pole and light pole							33.0		
	In front of wall with free on top							36.6		
	±33' south of light pole (north end of wall)							72.0		
	30' north of fire hydrant							144.0		
	At south corner of chainlink fence at rio de flag							60.0		
	At north corner of chainlink fence at rio de flag							36.0		
	Just south of sidewalk ramp at FUTS trail							36.0		
	±12' north of sidewalk ramp at FUTS trail							36.0		
	Just south of sidewalk ramp at FJA stairs							43.8		
	Front of tree across from fire hydrant							30.0		
	Across from ligh pole and north end of wall on west side							30.0		
	Between bonito community garden and drainage channel							268.0		
	Total	541.00	0.00	2.00	1.00	0.00	90.00	1,740.00	0.00	0.00
Bonito St.	Just south of double grate inlet across from FHS dome					12.0				
Thorpe - Elm	From light pole to catch basin across from fire hydrant								222.0	
	North of catch basin double grate south of speed limit sign					12.0				
	Curb ramp at FJA stairs				1		30.0	150.0		
	Ramp acros of south end of south drop off at Marshall Elementary		1					24.6		
	Ramp at south end of FJA drop off		1					21.9		
	South ramp of drop off island at FJA		1					28.0		
	Curb ramp at south end of south drop off at Marshall		1					24.6		
	Northeast corner at Bonito & Elm	312		1			40.0	125.0		
	Just north or double grate inlet across from light pole							36.0		
	±18' north of the double grate inlet across from light pole							36.0		
	Just north of double grate inlet across and south of FHS dome							66.0		
	±28' north of double grate inlet south and across of FHS dome							48.0		
	±6' south of double grate inlet across from FHS dome							36.6		
	±6' north of double grate inlet across from FHS dome							66.0		
	±58' south of fire hydrant							75.2		
	From fire hydrant north to front of green door at FJA							1,650.0		
	In front of east entrance to FJA							451.0		
	±60' north of east FJA entrance							220.0		
	±15' south of sidewalk ramp							132.6		
	±45' north of curb ramp							80.0		
	Drop off island at FJA							122.0		
	Drop off island in front of light pole at FJA							36.0		
	At sidewalk ramp by south end of rail							174.2		
	Across from south end curb at north Marshall drop off							55.2		
	±30' south of sidewalk ramp at Bonito & Thorpe							180.0		
	±10' south of sidewalk ramp at Bonito & Thorpe							51.0		

Appendix C
ADA Quantities

Street	Improvement Location	R&R Valley gutter & apron SF	RETRO FIT ADA Ramp MAG 235-3 EA	ADA Ramp MAG 235-3 EA	ADA Ramp MAG 235-4 EA	R&R Curb & Gutter (vertical) LF	R&R Curb in Apron LF	R&R Sidewalk (+ ramp area) SF	R&R Curb & Gutter (Roll) LF	R&R Driveway SF
	At curb ramp south end of south drop off at Marshall							50.1		
	± 20' south of ramp by south drop off at Marshall							104.0		
	Just north of driveway to FHS across from FJA							75.5		
	Driveway to FHS across from FJA									73.0
	South end of driveway FHS across FJA									38.0
	Just south of driveway to FHS across FJA							320.0		
	± 30' south of driveway to FHS across FJA							42.9		
	At light pole across from FJA east entrance							408.0		
	From manhole to catch basin across from fire hydrant							300.0		
	Catch basin to light pole							120.0		
	±8' south of light pole							185.0		
	±4' south of catch basin that is south of speed limit sign							185.0		
	At catch basin double grate south of newer concrete							25.0		
	±45' north of light post close to manhole							125.0		
	±20' north of light post close to manhole							75.0		
	Light pole to curb ramp at northeast corner of Bonito/Elm							307.5		
	Ramp across south end of south drop off at Marshall							113.2		
	Ramp at south end of FJA drop off							98.8		
Extend Bonito to Navajo										
	±20 south of southwest ramp @ Bonito/Navajo							24.5		
	Just north of driveway @ 905 Bonito							35.0		
	Northern driveway @ 905 Bonito									60.0
	Southern driveway @ 905 Bonito									50.0
	Just south of southern driveway @ 905 Bonito							31.0		
	±25' south of curb inlet grate (south of 905 Bonito)							23.5		
	±20' north of northwest ramp @ Bonito/Thorpe							27.0		
	Just north of northwest ramp @ Bonito/Thorpe							51.5		
	Ramp wing & sidewalk just north of NW ramp landing @ Bonito/Thorpe							48.3		
	Northwest ramp @ Bonito/Thorpe		1					30.5		
	Ramp wing just south of northwest ramp landing @ Bonito/Thorpe							18.0		
	Ramp wing just south of northeast ramp landing @ Bonito/Thorpe							17.7		
	Northeast ramp (Marshall Elementary school) @ Bonito/Thorpe		1					31.0		
	Ramp wing north of northeast ramp landing @ Bonito/Thorpe							17.7		
	Just south of access driveway (northside of Marshall Elementary School)							100.0		
	Access driveway (northside of Marshall Elementary School)									170.0
	Just north of access driveway (northside of Marshall Elementary School)							63.5		
	Just north of driveway @ 904 Bonito							50.0		
	±5' south of southeast ramp @ Bonito/Navajo							20.0		
	Total	312.00	6.00	1.00	1.00	24.00	70.00	7,013.95	222.00	391.00
Kaibab	West driveway of Consolidated Electrical Distributors (CED) at 1200 W Kaibab Ln.									92.0
Woodlands - East End	Northeast driveway of CED at 1200 W Kaibab Ln.					22.0				23.2
	North of CED driveway, end of sidewalk							23.2		
	Boyer Metal north driveway					39.0				159.9
	North of 1140 Kaibab driveway							39.5		
	Old Pine Forest Charter School driveway					27.0				108.0
	Just north of old Pine Forest School driveway							20.0		
	± 15' north of Pine Forest Driveway							32.0		
	Pine Forest north end property line/corner					21.0		16.0		
	West driveway at cul-de-sac north of scupper									28.0
	North of 1135 Kaibab driveway							24.0		
	South driveway of 1135 Kaibab									100.0
	North driveway of 1141 Kaibab (Coconino Motors)									25.0
	Just south of 1141 Kaibab North Driveway									26.0
	1141 Kaibab just north of garage entrance							25.0		
	Driveway at garage entrance for 1141 Kaibab									24.5
	Sidewalk in front of 1145 Kaibab (Peaks Audio)							26.0		
	± 20' south of 1155 Kaibab driveway (Copperstate)							30.4		
	Sidewalk in front of 1155 Kaibab (Copperstate)							116.0		
	1155 Kaibab near fire hydrant							28.4		
	in front of 1200 Kaibab (CED)					47.0				
	CED Northeast driveway to Wilson Auto Repair Driveway					69.0				
	Wilson Auto Repair Driveway to Boyer Metal Driveway					113.0				
	Between Boyer Metal driveways					100.0				
	Between Boyer Metal North driveway and 1140 Kaibab					20.0				
	1140 Kaibab just south of Mini Storage south driveway					23.0				

Appendix C
ADA Quantities

Street	Improvement Location	R&R Valley gutter & apron	RETRO FIT ADA Ramp MAG 235-3	ADA Ramp MAG 235-3	ADA Ramp MAG 235-4	R&R Curb & Gutter (vertical)	R&R Curb in Apron	R&R Sidewalk (+ ramp area)	R&R Curb & Gutter (Roll)	R&R Driveway
		SF	EA	EA	EA	LF	LF	SF	LF	SF
	1130 Kaibab (Mini Storage)					17.0				
	1130 Kaibab North of northern driveway at storage units					30.0				
	North of southwest driveway at Department of Public Safety (DPS) building					15.0				
	Across from Pine Forest property corner, south of CATV box					20.0				
	South of Chevy Dealer back entrance gate					40.0				
	FAC west driveway					16.0				
	Total	0.00	0.00	0.00	0.00	619.00	0.00	380.50	0.00	586.60
Thorpe Rd.	± 10' west of "No Parking" sign by utility post 568							48.5		
Kinlani - Bonito	Angle point in sidewalk at utility post 1049							50.0		
	Angle point in sidewalk at CMP							50.0		
	±15' east of CMP							20.5		
	± 10' west of "Crosswalk Ahead" sign							26.0		
	± 8' west of "Dip" sign							25.0		
	± 30' west of bus stop							25.0		
	± 10' west of bus stop							59.0		
	± 5' east of bus stop at utility post							18.5		
	± 20' east of sidewalk ramp							26.5		
	± 35' east of sidewalk ramp							23.0		
	± 20' west of concrete scupper							21.4		
	± 6' east of concrete scupper							22.5		
	± 5' west of end of handrail at tennis courts							24.5		
	West end of driveway at tennis courts							24.5		20.0
	± 40' west of utility post each of handball court							25.5		
	± 30' west of sidewalk at FUTS Trail							25.0		
	At sidewalk ramp at FUTS trail							125.0		
	± 15' east of sidewalk ramp at FUTS trail							25.0		
	± 120' east of sidewalk ramp at futs trail							20.0		
	East of west driveway of parking area							24.0		
	At trail to Francis Short Pond							30.0		
	± 30' east of westerly driveway to FJA (west of Field)							25.0		
	West driveway at parking lot of FJA									59.5
	West driveway at parking lot of FJA (manhole in concrete)					27.0				162.0
	Island between driveways for FJA parking lot					37.0		110.0		
	east driveway of FJA parking									234.0
	Wings at curb ramp on northwest corner of Thorpe & Bonito							36.0		
	Driveway at parking lot across from Marshall Elementary							26.0		54.0
	East end of fence at parking across from Marshall							25.5		
	Just west of sidewalk ramp at walkway to baseball field							19.0		
	West of driveway at Clark Homes (units 1 & 2)							38.0		
	In front of fenced shed at Clark Homes (unit 3)							13.7		
	At end of chain link fence (at Clark Homes on southwest corner)							16.0		
	West of CMP							80.0		
	Just west of concrete scupper					10.0				
	east driveway of FJA parking lot					34.0				
	east of eastern driveway at FJA parking lot					12.0				
	± 15' east of bus stop, west of valley gutter					52.0				
	Sidewalk ramp at FUTS trail				1			72.0		
	southwest corner of Thorpe & Bonito		1					29.4		
	Northwest corner of Thorpe & Bonito		1					29.4		
	Northwest corner at Thorpe & Clark Cir	55		1			38.0	104.0		
	Northeast corner at Thorpe & Clark Homes driveway			1			34.0	100.0		
	Southeast corner at Thorpe & Clark Homes driveway	104		1			31.0	96.0		
	Northeast corner of Thorpe & Clark Homes driveway	40								
	Total	199.00	2.00	3.00	1.00	172.00	103.00	1,559.37	0.00	529.50
Woodlands	Just southeast of curb ramp at Woodlands/Kaibab							25.5		
Route 66 - Kaibab	±15' northwest of FAC West driveway/parking							23.5		
	Just east of FAC West parking/driveway							24.0		
	± 16' east of FAC parking/driveway							28.5		
	±60' west of southwest corner on Woodlands & Route 66							24.5		
	FAC West main driveway					36.0				
	±15' east of stop sign on Woodlands & Kaibab					10.0				
	Southeast corner of Woodlands & Kaibab			1			42.0	150.0		

Appendix C
ADA Quantities

Street	Improvement Location	R&R Valley gutter & apron SF	RETRO FIT ADA Ramp MAG 235-3 EA	ADA Ramp MAG 235-3 EA	ADA Ramp MAG 235-4 EA	R&R Curb & Gutter (vertical) LF	R&R Curb in Apron LF	R&R Sidewalk (+ ramp area) SF	R&R Curb & Gutter (Roll) LF	R&R Driveway SF
	Total	0.00	0.00	1.00	0.00	46.00	42.00	276.00	0.00	0.00
Pinnacle	Northwest corner of Pinnacle & Route 66		1					30.0		
Route 66 - Kaibab	Northeast corner of Pinnacle & Kaibab		1					20.0		
	± 10' east of Loven east driveway							25.0		
	West of Loven east driveway							16.0		
	Southeast corner of Pinnacle & Kaibab					30.0				
	Northwest corner at Pinnacle & Route 66					5.0				
	South driveway to Wicked AZ Coffee					35.0				
	Midpoint Pinnacle north side at storage area					80.0				
	Loven east driveway					20.0				
	Total	0.00	2.00	0.00	0.00	170.00	0.00	91.00	0.00	0.00
Walapai Drive	Northeast corner of Walapai & Lake Mary		1					36.0		
Lake Mary - Zuni	Southeast corner of Walapai & Yaqui (south end)	114		1			30.0	108.0		
	Northeast corner of Walapai & Yaqui (south end)	83		1			29.0	112.0		
	Southeast corner of Walapai & Yaqui (north end) at Forest Ridge sign	117		1			33.0	109.0		
	Northeast corner of Walapai & Yaqui (north end) at Forest Ridge Sign	108		1			28.0	100.0		
	East side Walapai/Yaqui	180								
	Just south of double scupper by carwash							25.0		
	Just south of single scupper at Chevron station							11.7		
	Northeast driveway at Chevron station									26.0
	Just south of 3710 Walapai south driveway							36.7		
	3710 Walapai south driveway									36.0
	Just north of 3710 Walapai north driveway							20.0		
	±20' north od 3710 Walapai north driveway							12.8		
	North of Walapai/Yaqui intersection at Forest Ridge sign							40.0		
	± 10' south of backyard driveway of 423 Zuni					23.0				
	Driveway of 3825 Walapai					16.0				
	Southeast corner of Walapai/Lake Mary					18.0				
	Covenent Church driveway					35.0				
	South of east bound bus stop at Walapai/Yaqui					10.0				
	Just north of mailboxes at apartment driveway					13.0				
	Pinebrook Apartment driveway					31.0				
	Driveway of Forest Ridge Apartments (3614-3670 Malapai/3745-3775 Walapai)					32.0				
	3524 Walapai Driveway					9.0				
	±20' north of 3524 Walapai driveway					13.0				
	3520 Walapai Driveway					18.0				
	3516 Walapai driveway					18.0				
	3510 Walapai driveway					18.0				
	Total	602.00	1.00	4.00	0.00	254.00	120.00	611.18	0.00	62.00
Thorpe Rd.	NE sidewalk ramp @ Thorpe/Birch (to be replace with MAG 235-4 on curve)				1	23.0		107.0		
Cherry - Sante Fe	Thorpe & Birch - East to West	370								
	SE sidewalk ramp @ Thorpe/Birch (to be replace with MAG 235-4 on curve)				1	16.0		102.0		
	Just south of southeast corner of Thorpe & Birch at 823 Birch "C"							165.0		
	North of walkway to 873 Birch "D"							24.5		
	Driveway to 823 Birch building E garages									130.0
	Backyard fence midpoint at 824 Aspen							25.0		
	±10 south of Gate/entrance tat 824 Aspen							25.0		
	NE sidewalk ramp @ Thorpe/Aspen (to be replace with MAG 235-4 on curve)				1	18.0		107.0		
	SE sidewalk ramp @ Thorpe/Aspen (to be replace with MAG 235-4 on curve)				1	18.0		92.0		
	Just south of southeast corner of Thorpe & Aspen at 823 Aspen							23.5		
	In front of door at 823 Aspen #5							22.5		
	In front of garage door #1 at 10 Thorpe									26.0
	In front of yard wall opening at 822 Sante Fe							100.0		
	NE sidewalk ramp @ Thorpe/Santa Fe (to be replace with MAG 235-4 on curve)				1	19.0		127.0		
	NW sidewalk ramp @ Thorpe/Santa Fe (to be retro-fitted, extend to existing sidewalk withing wall)		1					24.0		
	West of Thorpe & Birch - South to North	65								
	NW sidewalk ramp @ Thorpe/Birch			1			34.0	83.0		
	South of flag pole at 245 Thorpe							33.6		
	Between drive thru and parking lot entrance of 245 Thorpe							156.0		
	Total	435.00	1.00	1.00	5.00	94.00	34.00	1,217.15	0.00	156.01

Appendix C
ADA Quantities

Street	Improvement Location	R&R Valley gutter & apron	RETRO FIT ADA Ramp MAG 235-3	ADA Ramp MAG 235-3	ADA Ramp MAG 235-4	R&R Curb & Gutter (vertical)	R&R Curb in Apron	R&R Sidewalk (+ ramp area)	R&R Curb & Gutter (Roll)	R&R Driveway
		SF	EA	EA	EA	LF	LF	SF	LF	SF
Thorpe Rd.	±45' southwest of Kinlani/Thorpe intersection							73.0		
Kinlani - Cherry	± 35' north of driveway (Thorpe Park)							23.5		
	Just north of north driveway (Thorpe Park)							112.0		
	Just south of driveway at FUTS trail north of dog park							25.0		
	West of dog park (boundary fence jog)							23.5		
	± 45' north of drainage inlet at bus stop							26.5		
	Just north of bus stop							25.0		
	Just north of south driveway at Thorpe Park									21.0
	South driveway at Thorpe Park									80.0
	Just south of south driveway at Thorpe Park							75.5		
	In front of Foul line post in right field							38.0		
	± 5' north of "No parking" sign at guard rail and right field light post							25.0		
	±55' south of "No Parking" sign at gaurdrail and right field light post							26.0		
	±20' north of north driveway to vacant lot, ± 10' north of fire hydrant							40.0		
	Just north of north driveway at vacant lot, abot 5' south of fire hydrant							22.5		
	North driveway of vacant lot									17.5
	Just south of south driveway at vacant lot									26.0
	± 45' south of south driveway at vacant lot							25.0		
	± 25' north of guy line							18.5		
	Driveway at Arizona Army National Guard									85.0
	Just south of driveway at AZ Army National Guard							42.0		
	± 6' north of single scupper north of Cherry/Thorpe							20.0		
	Total	0.00	0.00	0.00	0.00	0.00	0.00	641.00	0.00	229.50
Kaibab Ln.	Northwest corner of Kaibab/Thompson			1			30.0	130.0		
Thompson - 850' East	Southwest corner of Kaibab/Mark	88		1			32.0	126.0		
	Northwest corner of Kaibab/Mark	92		1			33.0	150.0		
	Northeast corner of Kaibab/Thompson			1			33.0	135.0		
	1790 Kaibab, just south of driveway									25.0
	South of curb inlet at 1656 Kaibab							25.0		
	North of Curb inlet at 1656 Kaibab							22.0		
	±25' south of staging area entrance							75.0		
	Driveway at Kaibab/Mark									200.0
	Across the street from 1634 Kaibab (note: taken out for MH construction?)					30.0				
	Staging area (note: no vertical curb at staging area)					129.0				
	Total	180.00	0.00	4.00	0.00	159.00	128.00	663.00	0.00	225.00
Kaibab Ln.	1214 Kaibab - ± 10' south of planter							30.0		
Woodlands - 900' West	1214 Kaibab south driveway									80.0
	West Glen northeast property corner							25.0		
	Just north of Kaibab/Green Briar driveway							27.5		
	Kaibab/Greenbriar driveway									75.0
	±25' south of Kaibab/Greenbriar driveway							25.0		
	Just north of Kaibab/West Glen driveway							50.0		
	Kaibab/West Glen driveway									27.0
	Just north of Kaibab/Longview driveway							25.0		
	Kaibab/Longview driveway									135.0
	Just south of Kaibab/Longview driveway							25.0		
	± 40' south of Kaibab/Longview driveway							25.0		
	±35' north of bike lane sign							25.0		
	± 17' north of bike lane sign							25.0		
	Across from Kaibab/Greenbriar driveway, at end of sidewalk							95.0		
	1201 Kiabab south driveway									60.0
	± 10' north of 1201 Kaibab south driveway							21.3		
	Just north of 1201 Kaibab north driveway									23.0
	Front entrance of 1201 Kaibab							50.0		
	± 15' south of fire hydrant at 1201 Kaibab							50.0		
	End of curb across Kaibab/Greenbriar driveway					36.0				
	Total	0.00	0.00	0.00	0.00	36.00	0.00	498.75	0.00	400.00

Appendix C
ADA Quantities

Street	Improvement Location	R&R Valley gutter & apron SF	RETRO FIT ADA Ramp MAG 235-3 EA	ADA Ramp MAG 235-3 EA	ADA Ramp MAG 235-4 EA	R&R Curb & Gutter (vertical) LF	R&R Curb in Apron LF	R&R Sidewalk (+ ramp area) SF	R&R Curb & Gutter (Roll) LF	R&R Driveway SF
Plaza Way Yale - Milton	At walkway between 1250A & 1250C					9.0		16.0		
	In front of northwest building corner of High Mountain Health					11.0		24.0		
	Driveway at Taco Bell					32.0				134.4
	Safeway Driveway across from taco bell driveway					32.0				
	South driveway UPSC					32.0				
	Just north of northeast curb ramp							20.8		
	± 50' south of fire hydrant at driveway of Dollar Tree							16.0		
	± 10' south of fire hyrant at driveway of Dollar Tree							32.0		
	South driveway at Dollar Tree									58.8
	± 40' south of north driveway at Dollar Tree							16.0		
	±12' south of north driveway at Dollar Tree							16.8		
	Just south of north driveway at Dollar Tree							18.8		
	North driveway at Dollar Tree									32.0
	Just north of north driveway at Dollar Tree							16.0		
	In front of southwest building corner of BPL Plasma							87.7		
	In front of 1250C entrance (BPL Plasma)							49.6		
	In front of 1250A entrance (High Mountain Health)							33.6		
	Driveway at 1250A (High Mountain Health)									48.4
	± 4' north of driveway at 1250A							16.4		
	Just south of taco bell driveway							17.2		
	Just north of taco bell driveway							32.0		
	± 32' north of taco bell driveway at transformer 2247							32.0		
	Diveway at maintence out building of former gas station									80.0
	±8' north of driveway at former gas station							49.6		
	± 40' south of west driveway at old gas station							16.8		
	±12' south of west driveway at old gas station							51.2		
	Driveway at old gas station									201.6
	Just north of driveway at old gas station							47.2		
	± 20' north of driveway at old gas station							15.6		
	± 48' north of west driveway at old gas station							14.8		
	± 6' southwest of north driveway at old gas station							76.0		
	North driveway at old gas station									206.4
	East of single scupper and west of double scupper							16.0		
	± 4' west of single scupper							15.6		
	Between single scupper and north driveway of University Plaza shopping							18.4		
	Just north of north driveway of University Plaza shopping							52.8		
	Just south of north driveway of University Plaza shopping center									40.0
	±23 ' south of north driveway at University Plaza shopping center							49.2		
	± 30' north of concrete bump out							32.0		
	Driveway in front of safeway (across from from Taco Bell driveway)									116.0
	± 12' south of driveway at safeway							30.4		
	± 40 south of safeway driveway (across from High Mountain Health driveway)							16.8		
	Across from bldg with 1250A &1250C							112.0		
	Across from bldg with 1250C							48.0		
	Across from southwest building corner of BPL Plasma (1250C)							33.6		
	Across from north driveway at north side of dollar tree							16.8		
	Across from north driveway at south side of dollar tree							16.8		
	Front of Ross store & parking light post #11							16.4		
	Across dollar tree store							70.4		
	± 5' north of south driveway at University Plaza shopping center							15.2		
	South driveway of University Plaza shopping center							15.6		
	Just south of north driveway at University Plaza shopping center							42.0		
	± 30' south of north driveway at University Plaza shopping center							14.0		
	± 40' north of curb ramp at northwest corner of Plaza/Yale							11.6		
	± 5' north of curb ramp at northwest corner of Plaza/Yale							20.0		
	Total	0.00	0.00	0.00	0.00	116.00	0.00	1,379.75	0.00	917.60
Forest Ave. / Cedar Ave. Beaver - West St.	Just east of NE sidewalk ramp @ Forest/Beaver							46.0		
	±10' east of NE sidewalk ramp @ Forest/Beaver							26.3		
	In front of south building corner of 110 Beaver (traffic signal box within panel)							33.0		
	At Mailbox of 104 Forest (by utility pole #242)							47.5		
	104 Forest driveway, west & east ends									50.0
	Just west of NW sidewalk ramp @ Forest/Lomalai							69.0		
	14 Lomalai west driveway and just east of driveway							28.8		49.0

Appendix C
ADA Quantities

Street	Improvement Location	R&R Valley gutter & apron	RETRO FIT ADA Ramp MAG 235-3	ADA Ramp MAG 235-3	ADA Ramp MAG 235-4	R&R Curb & Gutter (vertical)	R&R Curb in Apron	R&R Sidewalk (+ ramp area)	R&R Curb & Gutter (Roll)	R&R Driveway
		SF	EA	EA	EA	LF	LF	SF	LF	SF
	Just east of 14 Lomalai east driveway							72.0		
	±65' & ±45' west of transformer #709710 by NW corner of Forest/San Francisco (4 panels)							99.0		
	Just west of NW sidewalk ramp @ Forest/San Francisco (in front of transformer #709710)							169.0		
	Between sidewalk ramps NW corner of Forest/San Francisco							72.0		
	Just east of NE sidewalk ramp @ Forest/San Francisco							63.0		
	In front of SE building corner, Building #25 (Oak Park Manor)							124.0		
	At curb inlet (double grates) across Summit Center.							174.5		
	At speed limit sign, across Summit Center							49.0		
	In front of SW building corner of condo building @ NW corner of Forest/Turquoise							25.0		
	At orange buried cable and ±15 & ±45' west of orange buried cable post (4 panels)							100.0		
	Just east of NE sidewalk ramp @ Forest/Turquoise							41.0		
	Behind curb inlet and just east of curb inlet, east of NE corner Forest/Turquoise (sign in concrete)							301.1		
	West of WB bus stop @ Forest/Turquoise (sign to bus stop)							396.9		
	West end of WB bus stop @ Forest/Turquoise							50.5		
	±40' east of WB bus stop @ Forest/Turquoise (sign to bus stop)							25.0		
	±15' west of beginning angle point of WB bus stop pull out @ Forest/Turquoise							76.5		
	Just east of "Jay Lively/McPherson Park" sign							68.5		
	±66', ±91, ±112, ±120, ±147, ±188 & ±208, east of "Jay Lively/McPherson Park" sign (8 panels)							223.5		
	At angle point and ±15' west of angle point in north curb (3 panels)							75.0		
	±55' & ±110' east of speed limit sign (4 panels)							95.5		
	At orange buried cable and ±20' west of orange buried cable post @ Forest/Pine Cliff (7 panels)							177.5		
	±30' east of orange buried cable post @ Forest/Pine Cliff (6 panels)							152.0		
	±15' west of green sewer pipeline stake							71.5		
	±45' & ±50' west of warning sign (traffic signal ahead) (2 panels)							50.0		
	Across EB speed limit sign							25.0		
	±20' west of light pole w/speed limit sign							72.5		
	±50' and ±175' east of light pole w/speed limit sign (2 panels)							50.0		
	At light pole and ±60' west of light pole (no signs attached to light pole) (7 panels)							175.0		
	Midpoint of light pole (no sign) & light pole (adopt-an-ave sign). Next to 2 saplings							25.0		
	±40' west of light pole (adopt-an-ave sign)							25.0		
	±15' and ±95' east of light pole (adopt-an-ave sign) (2 panels)							50.0		
	At tree (on top of west bank) between light poles with signs attached							25.0		
	Just south and ±30' south of sourthern end (angle point) of WB bus stop pull out							151.5		
	South taper of WB bus stop pull out							92.5		
	Area between sidewalk and curb @ South taper of WB bus stop pull out							80.2		
	±8' south of WB bus stop canopy							30.0		
	±15' and ±45' north of WB bus stop canopy							100.0		
	±30' south of SW traffic light pole @ Forest/Gemini							25.0		
	At SW corner of Forest/Gemini			1		40.0		243.0		
	At NW corner of Forest/Gemini			1		34.0		239.0		
	Just north and ±25' north of "right turn only" sign @ NW corner of Forest/Gemini (5 panels)							125.5		
	±60' and ±25' south of sign at beginning of right turn lane striping (6 panels)							152.0		
	±20' and ±35' north of buffalo park sign (5 panels)							134.1		
	At north end of CMP							25.0		
	±55' north of "begin right turn lane" sign							51.5		
	±60' and ±15' south of westerly base of bridge (3 panels)							75.0		
	±60' north of westerly base of bridge							27.0		
	±40' south of warning sign (taffic signal ahead)							26.5		
	±5' north of wooden tree well (between warning sign and light pole)							48.5		
	±20', ±50', ±90', ±120' and ±140' north of wooden tree well @ concrete headwall (6 panels)							159.5		
	At concrete weir inlet and ±10' south of concrete weir inlet (3 panels)							79.0		
	Just east of six newer concrete sidewalk panels							50.0		
	±205' east of six newer concrete sidewalk panels (at juniper tree on north bank)							24.5		
	±290' west of concrete weir @ river rock riprap (3-sided triangle shaped boulder on north bank)							152.5		
	±147' west of concrete weir @ river rock riprap (at single tree on north bank)							26.5		
	±60' and ±20 SW of concrete weir @ river rock riprap (2 panels)							54.0		
	At concrete weir @ river rock riprap							50.0		
	±30' and ±10' west of speed limit sign located west of curb inlet (4 panels)							101.5		
	±6' east of speed limit sign located west of curb inlet							82.5		
	±20' and ±35' east of curb inlet located by speed limit sign							52.5		
	±20' west of light pole w/warning sign (Deer Crossing)							122.5		
	±5', ±25' and ±115' east of light pole w/warning sign (Deer Crossing) (3 panels)							74.0		
	±30' west of "do not enter" sign located on north side of Cedar/Linda Vista (slip lane)							125.0		
	±15' west of north ramp located on north side of Cedar/Linda Vista (slip lane)							51.0		
	At north ramp located on north side of Cedar/Linda Vista (slip lane)							25.0		
	At south ramp located on south side of Cedar/Linda Vista (slip lane)							70.0		
	±50', ±70' and ±155' east of light pole @ Cedar/Linda Vista (slip lane) (4 panels)							104.0		
	At light pole w/warning sign and ±100' west of light pole w/warning sign (7 panels)							176.0		
	At concrete headwall and ±20' west of concrete headwall (3 panels)							76.5		

Appendix C
ADA Quantities

Street	Improvement Location	R&R Valley gutter & apron	RETRO FIT ADA Ramp MAG 235-3	ADA Ramp MAG 235-3	ADA Ramp MAG 235-4	R&R Curb & Gutter (vertical)	R&R Curb in Apron	R&R Sidewalk (+ ramp area)	R&R Curb & Gutter (Roll)	R&R Driveway
		SF	EA	EA	EA	LF	LF	SF	LF	SF
	At wooden tree well and ±15' east of wooden tree well, located across east end of guardrail (12 panels)							303.5		
	±50' west and ±25' east of light pole w/speed limit sign, located across CHS exit (3 panels)							67.3		
	At SMH in WB bike lane							24.5		
	Just east of sign (adopt-an-ave)							100.5		
	±40' east of sign (adopt-an-ave) to NW ramp @ Cedar/West							625.0		
	At SW corner of Cedar/West (Sidewalk ramp area, excluding landing)							184.9		
	±10' south of EB bus stop @ Forest/Gemini							50.0		
	±50' south of EB bus stop @ Forest/Gemini							30.0		
	±25' north of NE ramp @ Forest/Gemini							96.2		
	At EB bus stop @ Forest/ Turquoise							334.9		
	At concrete headwall and ±30' west of concrete headwall (4 panels)							100.0		
	At angle point, west end of EB bus stop pull out @ Forest/Turquoise							145.0		
	At curb inlet @ SE corner of Forest/Turquoise							48.0		
	±5' and ±35' west of SW ramp @ Forest/Turquoise (5 panels)							125.0		
	±35' east of green CATV box on northside of Summit Center							225.0		
	±15' east of green CATV box on northside of Summit Center to the two newer concrete panels							605.0		
	At speed limit sign and ±40' west of speed limit sign, located east of Forest/San Francisco (9 panels)							270.0		
	±25' east of traffic signal pole on SE corner of Forest/San Francisco							18.7		
	At traffic signal pole on SW corner of Forest/San Francisco							82.3		
	East and west sides of curb inlet @ SW corner Forest/San Francisco (2 panels)							30.0		
	±40' west of "keep left" warning sign							100.0		
	±35' east of 77 forest driveway							28.5		
	East and west sides of curb inlet @ 77 forest driveway (2 panels)							34.5		
	77 forest driveway and just west of 77 forest driveway							26.0		112.0
	At speed limit sign, located across 104 forest							50.0		
	±10 west of communication cabinet #77WF, located across 110 beaver							24.5		
	±15' east of sign (adopt-an-ave)							25.0		
	Just east of curb inlet at SE corner of Forest/Beaver							47.5		
	Just east f SW ramp @ Forest/Beaver							55.0		
	Total	0.00	0.00	2.00	0.00	74.00	0.00	10,589.51	0.00	211.00
Chambers Dr.	Southwest corner of Chambers/Milton			1			35.0	288.0		
Milton - Riordan	Southeast corner of Chambers/Riordan	234		1			48.0	370.0		
	Northeast corner of Chambers/Riordan	250		1			47.0	280.0		
	Northwest corner of Chambers/Milton			1			44.0	331.0		
	Chambers/Riordan	152								
	Chambers & ± 10' west of Chilis north driveway							34.8		
	Chilis north driveway									175.0
	Chambers (north) ±40' west of intersection							32.5		
	Chambers northeast ±60' west of intersection (north side)							29.5		
	Chambers - midpoint 5 panels west of "no parking" sign (north side)							38.4		
	Chambers 2nd panel east of "turn only" & "no parking" sign (north side)							85.2		
	3rd panel west of "turn only" & "no parking" sign (north side)							33.0		
	East of chilis north driveway							31.8		
	Total	636.00	0.00	4.00	0.00	0.00	174.00	1,554.16	0.00	175.00
Metz Walk	±50' south of Goodwill driveway behind transformer							25.0		
Rute 66 - Riordan	Speedi car wash northly driveway									60.0
	In front of northly wash bay at Speedi							55.0		
	In front of Speedi 2nd wash bay from north									31.5
	In front of Speedi wash bay building									30.0
	In front of Speedi building corner							25.0		
	Cabinet on landscape island between Walgreens north driveway and Speedi property									25.0
	±15' sputh of walgreens north driveway							14.0		
	±40' south of walgreens north driveway at start of curve							25.0		
	±55' north of intersection of Metz/Riordan							28.1		
	Howard Johnson Inn south driveway					17.0		25.0		
	Speedi car wash northernly driveway					24.0				
	Northeast corner of Metz/Riordan		1					20.0		
	Total	0.00	1.00	0.00	0.00	41.00	0.00	217.08	0.00	146.50

Appendix C
ADA Quantities

Street	Improvement Location	R&R Valley gutter & apron SF	RETRO FIT ADA Ramp MAG 235-3 EA	ADA Ramp MAG 235-3 EA	ADA Ramp MAG 235-4 EA	R&R Curb & Gutter (vertical) LF	R&R Curb in Apron LF	R&R Sidewalk (+ ramp area) SF	R&R Curb & Gutter (Roll) LF	R&R Driveway SF
Metz Walk	±18' north of gate on adjacent property					16.0				
Riordan - University										
	Total	0.00	0.00	0.00	0.00	16.00	0.00	0.00	0.00	0.00
Monte Vista Dr.	Just south of southwest corner ramp							13.6		
Linda Vista - South End	±4' north of 3319							30.4		
	±8' north of 3319							14.0		
	driveway of 3319									64.0
	Just south of driveway at 3319							32.0		
	Driveway of 3316									132.0
	Just north of driveway at 3316							44.8		
	±10' south of 3316							16.0		
	Just soiuth of southeast corner ramp							11.9		
	Southwest corner ramp		1					18.0		
	Southeast corner ramp		1					18.0		
	Total	0.00	2.00	0.00	0.00	0.00	0.00	198.70	0.00	196.00
Lois Ln.	At stop sign southwest corner of Lois & Peak View							28.0		
Peak View - West End	Driveway of 3501 Lois									64.4
	At light pole by drainage							46.0		
	Spillway at drainage							36.0		
	Just west of spillay at drainage							49.6		
	Driveway of 3505 Lois									32.8
	±4' west of driveway at 3505 Lois							16.0		
	Just east of driveway at 3509 Lois							48.8		
	Driveway at 3509 Lois									32.8
	±8' west of driveway at 3509 Lois							49.2		
	±8' west of fire hydrant at 3515 Lois							14.0		
	Driveway at 3515 Lois									64.0
	Near mailbox at 3519 Lois							16.0		
	Driveway at 3519 Lois									64.8
	Driveway at 3525 Lois									67.2
	Near mailbox of 3529 Lois							16.0		
	Driveway at 3535 Lois									61.2
	Just north of driveway od 3535 Lois							16.0		
	±10' north of mailbox at 3535 Lois							16.0		
	Total	0.00	0.00	0.00	0.00	0.00	0.00	351.60	0.00	387.20
Lake Mary Rd.	Southwest ramp @ Lake Mary/Mohawk		1					19.0		
Mohawk - Walapai	Just south of southwest ramp @ Lake Mary/Mohawk							90.0		
	At SB bus stop @ Lake Mary/Mohawk							52.5		
	Northern driveway @ 3955 Lake Mary									600.0
	Just south of northern driveway @ 3955 Lake Mary							26.0		
	At wooden utility pole @ 3955 Lake Mary							25.5		
	±25' south of wooden utility pole @ 3955 Lake Mary							25.5		
	±10' north of southern driveway @ 3955 Lake Mary							47.0		
	Southern driveway @ 3955 Lake Mary									125.0
	South end of southern driveway @ 3955 Lake Mary									48.8
	±10' south of southern driveway @ 3955 Lake Mary							27.0		
	±10' north of fire hydrant (north of driveway @ 4005 Lake Mary)							19.0		
	Just north of driveway @ 4005 Lake Mary							26.0		
	Driveway @ 4005 Lake Mary									123.5
	±10' south of driveway @ 4005 Lake Mary							21.5		
	At sign for 4005 Lake Mary (just south of curb inlet)							29.0		
	±12' north of "no parking/bike lane" sign (at high point of concrete retaining wall)							96.2		
	±20' north of concrete walkway @ 4025 Lake Mary							50.0		
	Just north of driveway @ 4025 Lake Mary (by utility pole)							55.0		
	Driveway @ 4025 Lake Mary									200.0
	±45' south of "no parking/bike lane" sign @ 4025 Lake Mary							50.5		
	In front of drain pipe w/ end section (@ 4025 Lake Mary parking lot)							27.0		

Appendix C
ADA Quantities

Street	Improvement Location	R&R Valley gutter & apron	RETRO FIT ADA Ramp MAG 235-3	ADA Ramp MAG 235-3	ADA Ramp MAG 235-4	R&R Curb & Gutter (vertical)	R&R Curb in Apron	R&R Sidewalk (+ ramp area)	R&R Curb & Gutter (Roll)	R&R Driveway
		SF	EA	EA	EA	LF	LF	SF	LF	SF
	±20' south of drain pipe w/ end section (@ 4025 Lake Mary parking lot)							49.5		
	At northerly pine tree (of two pine trees) @ east corner of parking canopy @ 4025 Lake Mary							25.5		
	±7' north of double scupper @ 4025 Lake Mary							23.5		
	At northeast fence corner @ 4045 Lake Mary							209.0		
	±25' south of northeast fence corner @ 4045 Lake Mary							49.5		
	Just north of northeast ramp @ Lake Mary/Walapai							75.0		
	±25 north of northeast ramp @ Lake Mary/Walapai							21.0		
	Just south of southern driveway @ 4026 Lake Mary							23.0		
	Southern driveway @ 4026 Lake Mary									50.0
	Just north of southern driveway 4026 Lake Mary							20.5		
	Just south of northern driveway @ 4026 Lake Mary							27.0		
	Northern driveway @ 4026 Lake Mary									85.0
	±5 north of northern driveway @ 4026 Lake Mary							73.0		
	At curb inlet north of 4026 Lake Mary (around inlet basin)							71.6		
	Carwash driveway @ 4026 Lake Mary									100.0
	Just north of carwash driveway @ 4026 Lake Mary							25.0		
	Just north of water manhole in sdiewalk							38.0		
	Across angle point in CMU wall (that is behind concrete retaining wall @ 4005 Lake Mary)							23.5		
	±10' south of sewer manhole (that is in street, across high point of concrete retaining wall)							28.5		
	Just north of "no parking/bike lane" sign, across from 4005 Lake Mary							20.0		
	±15' north of "no parking/bike lane" sign, across from 4005 Lake Mary							46.5		
	±5' south of driveway (to vacant lot), across from 4005 Lake Mary							73.5		
	South end of driveway (to vacant lot), across from 4005 Lake Mary									28.5
	North end of driveway (to vacant lot), across from 4005 Lake Mary									30.0
	South end of driveway (that is south of Lake Mary/Mohawk)									70.0
	North end of driveway (that is south of Lake Mary/Mohawk)									31.0
	Just north of water manhole in sidewalk (that is south of Lake Mary/Mohawk)							22.5		
	Just south of southeast ramp @ Lake Mary/Mohawk							23.5		
	Southeast ramp @ Lake Mary/Mohawk		1					21.5		
	Total	0.00	2.00	0.00	0.00	0.00	0.00	1,677.26	0.00	1,491.80
Aztec St.	Just South of Driveway @ 801 Beal							160.0		
Beal - Thorpe	Driveway @ 801 Beal (starting at south end of roll curb)								83.0	
	Driveway @ 801 Beal									128.0
	Just North of Driveway @ 801 Beal							104.0		
	Southeast corner of Aztec/Beal							184.0		
	West end of valley gutter @ Aztec/Beal	231								
	Total	231.00	0.00	0.00	0.00	0.00	0.00	448.00	83.00	128.00
	Total Contract Quantities	**3,659.71**	**17.00**	**24.00**	**8.00**	**1,821.00**	**827.00**	**31,697.43**	**305.00**	**6,232.71**

APPENDIX – D (ADDITIVE ADDITIONAL CRACK SEAL)

APPENDIX – E (MANHOLE QUANTITIES)

Appendix E
Manhole Quantities

Street	Improvement Location	Manhole Adjustment Total	Manhole Rebuild Number #	Lower Manhole Frame and Cover
Anita Ave.	Lake Mary Rd. - East End	**2**		**1**
Bonito St.	Elm St. - Navajo Rd. (north side)	**2**		**5**
Kaibab Ln.	Woodlands Village Blvd. - East End	**5**		**1**
Thorpe Rd.	Kinlani Rd. - Bonito St.	**2**		**4**
Woodlands Village Blvd.	Route 66 - Kaibab Ln.			**1**
Pinnacle St.	Route 66 - Kaibab Ln.	**1**		**1**
Walapai Dr.	Lake Mary Rd. - Zuni Dr.			**18**
Kaibab Ln.	Thompson St. - 850' East	**2**		**1**
Kaibab Ln.	Woodlands Village Blvd. - 900' West			**3**
Plaza Way	Yale St. - Milton Rd.			**1**
Forest/Cedar Ave.	Beaver St. (east side) - West St.	**2**		**10**
Chamber Dr.	Milton Rd. - Riordan Ranch Rd,			**1**
Metz Walk	Route 66 - Riordan Ranch Rd.	**2**		**3**
Lois Ln.	Peak View St. - West End	**1**		
Lake Mary Rd.	Mohawk Dr. to Walapai Dr.			**9**
Thompson St.	Kaibab Ln. - North End	**5**		
	Total Contract Quantities			
		24	**0**	**59**

APPENDIX – F (STRIPING REVISIONS)

APPENDIX – G (AS-BUILT PLANS/RECORD DRAWING CHECKLIST)

AS-BUILT PLANS/RECORD DRAWINGS CHECKLIST

for

City of Flagstaff Public Improvements

April 27, 2015

Project Name: _____

Project No.: _____

Date: _____

All items listed below shall be provided on As-Builts/Record Drawings unless identified with N/A.

General (applies to entire plan set)

_____ As-Builts/Record Drawings plan set shall contain all sheets from the approved design/construction plan set (cover sheet to last sheet including details).

_____ As-Builts/Record Drawings shall contain all horizontal and vertical design information, sizes, thicknesses, and material types of improvements shown on the design/construction plan set (even if unchanged during construction).

_____ All plan sheets shall have an Engineer seal per B.T.R. rules.

_____ If the As-Built Engineer is different from the Design Engineer, provide the As-Built Engineer contact info on cover sheet.

_____ Place "As-Built" or "Record Drawing" lettering and date in lower right hand corner of all sheets.

_____ Improvements deleted in the field shall be crossed out with an "x" and labeled "not built".

_____ Improvements changed from the approved design plans shall be reflected and clearly called out by "clouding".

_____ Plan sheets that represent improvements that were not changed from the approved design plans shall have "Per Plan" placed in the lower right hand corner.

Sanitary Sewer Plans

_____ Improvements built exactly per design plan shall have the elevations/stations noted within parenthesis and marked "AB".

_____ Stations for all manholes, cleanouts, services and lateral stub-outs.

_____ Manhole pipe invert elevations (in and out) and manhole rim elevations shall be determined by field surveying.

_____ Pipe lengths indicated on both plan and profile.

_____ Recalculate longitudinal pipe slopes for all pipe segments. (All measurements to MH Centers)

_____ Stations and length of pipe encasements/extra protection.

_____ Anode locations and tracer wire connection stations and cross ties to two permanent structures.

Water Plans

_____ Stations of all water services including landscape and fire lines.

_____ Stations of all fire hydrants.

_____ Stations of all valve boxes, blow-offs, and air release valves.

_____ Stations of all bends, tees, and bell restraints.

_____ Profile view of all pipeline vertical alignments, including stations of all fittings, depth to finish grade, and pipe separation dimensions.

_____ Stations and length of pipe encasements/extra protection.

_____ Horizontal cross ties to two permanent structures (fire hydrants, light poles & ID #, power poles & ID #, etc.) for all valve boxes.

_____ Anode locations and tracer wire connection stations and cross ties to two permanent structures.

Drainage Plans

_____ Inverts for storm sewer pipes at inlets and manholes shall be determined by field surveying.

_____ Recalculate longitudinal pipe slopes for all pipe segments.

Street/Trail Plans

_____ Stations of all survey monuments.

_____ Sleeve/conduit/casing types, sizes, locations and stations.

_____ Provide spot elevations at intersections as well as pavement and curb every 500 ft.

Street Lights and Traffic Signal Plans

_____ Stations for all street illumination lights.

_____ Locations of all traffic signal poles, cabinets, J-boxes and related conduits.

_____ Abandonment of existing conduits and facilities.

_____ Location of signage related to traffic signal.

Miscellaneous

_____ Major unexpected dry utility crossings of water and sewer mains

_____ Unforeseen underground structures exposed during water and sewer main construction such as vaults

_____ Major constructed dry utilities

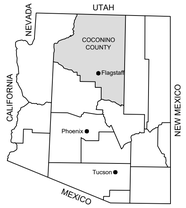
PLOTTED: Apr 12, 2019 - 9:13am

CITY OF FLAGSTAFF, ARIZONA

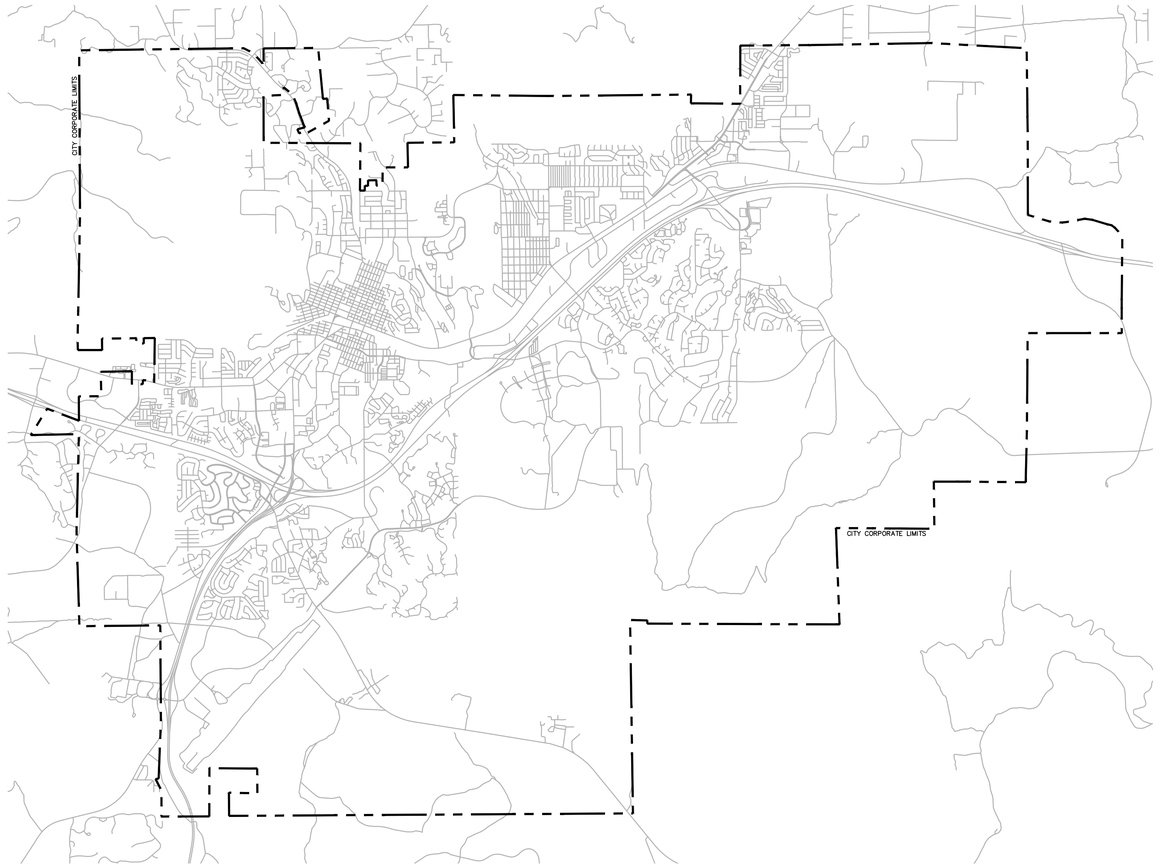
FLAGSTAFF STREET MAINTENANCE PROGRAM 2019

OVERLAY

C.O.F. FILE NO. 01-19001



STATE MAP
NO SCALE



CITY MAP
NO SCALE

PUBLIC IMPROVEMENTS APPROVAL:

ARIZONA PUBLIC SERVICE CO.	DATE
UNISOURCE ENERGY	DATE
SUDDEN LINK	DATE
CENTURY LINK	DATE
AT&T	DATE

APPROVED:

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY. THE CITY SHALL NOT BE LIABLE FOR ERRORS OR OMISSIONS OF THE DESIGN ENGINEER

CITY ENGINEER	DATE
CITY PUBLIC WORKS DIRECTOR	DATE
CITY WATER SERVICES DIRECTOR	DATE

OWNER

CITY OF FLAGSTAFF
211 W. ASPEN AVENUE
FLAGSTAFF, ARIZONA 86001
928-213-2000

ENGINEER

SHEPHARD WESNITZER, INC.
110 W. DALE AVENUE
FLAGSTAFF, ARIZONA 86001
928-773-0354

SHEET INDEX

C01 COVER
C02 NOTES & DETAILS
C03 KEY MAP - OVERLAY
C04 IMPROVEMENT SCHEDULE

Stephen C. Irwin
58405
STEPHEN C. IRWIN
4/12/19
Date Signed
REGISTERED PROFESSIONAL ENGINEER
ARIZONA, U.S.A.
expires 9/30/2020

C.O.F. Project Number: 01-19001

FLAGSTAFF STREET MAINTENANCE PROGRAM 2019 FLAGSTAFF ARIZONA

COVER SHEET

JOB NO: 19009
DATE: APR 19
SCALE: N/A
DRAWN: BH
DESIGN: BH/ET
CHECKED: SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

SWI 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.
C01

SHT NO. 01 OF 04

FILE: P:\2019\19009\DRAWINGS\SITE PLANS\COVER.DWG SIRWIN

PLOTTED: Apr 12, 2019–9:13am

GENERAL NOTES

1. APPROVAL OF THESE PLANS BY THE CITY ENGINEER IS FOR A ONE–YEAR PERIOD, SUBSEQUENT TO THE DATE OF APPROVAL. IF CONSTRUCTION WORK IS NOT STARTED WITHIN THE ONE–YEAR PERIOD, OR HAS BEEN DISCONTINUED FOR ANY REASON FOR LONGER THAN ONE YEAR, THE PLANS SHALL BE RESUBMITTED FOR REVIEW AND RE–APPROVAL.
2. PLAN REVIEW BY THE CITY DOES NOT EXTEND TO MATERIAL QUANTITIES SHOWN ON THE PLANS.
3. A PUBLIC WORKS PERMIT, ISSUED BY THE CITY, IS REQUIRED FOR ALL WORK IN CITY RIGHTS–OF–WAY OR EASEMENTS AND FOR CONSTRUCTION OF ANY IMPROVEMENTS INTENDED TO BECOME PUBLIC PROPERTY.
4. THE CITY SHALL BE NOTIFIED 24 HOURS PRIOR TO BEGINNING DIFFERENT PHASES OF CONSTRUCTION SO THAT CITY INSPECTORS MAY BE SCHEDULED.
5. ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH TITLE 13, ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS FOR NEW INFRASTRUCTURE, CURRENT "MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION", THE CITY OF FLAGSTAFF STORMWATER DESIGN MANUAL, AND WITH GENERALLY ACCEPTED ENGINEERING DESIGN AND CONSTRUCTION PRACTICE. ALL WORK AND MATERIALS, WHICH DO NOT CONFORM TO THE STANDARDS AND SPECIFICATIONS, ARE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S S EXPENSE. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING CHAPTER 13–21 OF THESE STANDARDS, WHICH MAKES MINOR MODIFICATIONS TO CERTAIN MAG SPECIFICATIONS AND DETAILS.
6. ANY WORK PERFORMED WITHOUT THE KNOWLEDGE AND APPROVAL OF THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S S EXPENSE.
7. THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE MAY SUSPEND THE WORK BY WRITTEN NOTICE WHEN, IN HIS JUDGMENT, PROGRESS IS UNSATISFACTORY, WORK BEING DONE IS UNAUTHORIZED OR DEFECTIVE, WEATHER CONDITIONS ARE UNSUITABLE, OR THERE IS DANGER TO THE PUBLIC HEALTH OR SAFETY.
8. THE CITY ENGINEER MAY ORDER ANY OR ALL MATERIALS USED IN THE WORK TO BE TESTED ACCORDING TO THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) AND THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) STANDARDS. THE CONTRACTOR SHALL, AT HIS EXPENSE, SUPPLY ALL SAMPLES REQUIRED FOR TESTING.
9. ACCESS THAT MEETS SECTION 13–13–004–0001, FIRE ACCESS, SHALL BE IN PLACE AND APPROVED BEFORE AND AT ALL TIMES DURING ON–SITE COMBUSTIBLE CONSTRUCTION AND/OR PRIOR TO ISSUANCE OF BUILDING PERMITS IN NEW SUBDIVISIONS. FIRE DEPARTMENT AND ENGINEERING SECTION APPROVAL IS REQUIRED FOR OBSTRUCTION OF ACCESS OR WATER SYSTEM SHUTDOWN.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STREETS AND OF PARTIALLY COMPLETED PORTIONS OF THE WORK UNTIL FINAL ACCEPTANCE OF THE WORK. THE CONTRACTOR SHALL SUBMIT TO THE CITY ENGINEER FOR APPROVAL A CONSTRUCTION SCHEDULE FOR ANY STREETS REQUIRED TO BE CLOSED OR PARTIALLY CLOSED FOR THE CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL REOPEN THE STREETS NO LATER THAN THE OPENING DATE SHOWN ON THE CONSTRUCTION SCHEDULE OR UPON ORDER OF THE CITY ENGINEER. THE REGULATION AND CONTROL OF CONSTRUCTION TRAFFIC SHALL BE AS DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
11. APPROVAL OF A PORTION OF THE WORK IN PROGRESS DOES NOT GUARANTEE ITS FINAL ACCEPTANCE. TESTING AND EVALUATION MAY CONTINUE UNTIL WRITTEN FINAL ACCEPTANCE OF A COMPLETE WORKABLE UNIT. ANY DEFECTS WHICH APPEAR IN THE WORK WITHIN ONE YEAR FROM THE DATE OF ACCEPTANCE AND WHICH ARE DUE TO IMPROPER WORKMANSHIP OR INFERIOR MATERIALS SUPPLIED SHALL BE CORRECTED BY OR AT THE EXPENSE OF THE OWNER/DEVELOPER OR THE CONTRACTOR.
12. ACCEPTANCE OF COMPLETED PUBLIC IMPROVEMENTS WILL NOT BE GIVEN UNTIL DEFECTIVE OR UNAUTHORIZED WORK IS REMOVED, AND FINAL CLEAN–UP IS COMPLETE.
13. LOCATION OF UNDERGROUND UTILITIES BEFORE WORK IS BEGUN IS TO BE ACCOMPLISHED IN ACCORDANCE WITH ARS 40–360.22.
14. IF WORK IS DONE ON PRIVATE PROPERTY IN RELATION TO A PROJECT CONSTRUCTED UNDER THESE STANDARDS, THE CONTRACTOR WILL PROVIDE THE CITY WITH WRITTEN AUTHORIZATION FROM THE PROPERTY OWNER TO DO SO.
15. THE ESTABLISHMENT AND USE OF TEMPORARY CONSTRUCTION YARDS SHALL CONFORM TO THE CURRENT CITY ZONING CODE STANDARDS FOR "TEMPORARY USES."
16. ALL EXCAVATED MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH APPLICABLE CITY CODES AND REGULATIONS. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED CITY APPROVALS AND PERMITS, AS DEEMED NECESSARY BY THE CITY, TO DISPOSE OF EXCAVATED MATERIAL.

GENERAL NOTES (CONT.)

17. ALL CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER AND PERFORMED UNDER THE DIRECT SUPERVISION OF A REGISTERED LAND SURVEYOR OR CIVIL ENGINEER.
18. ALL TRAFFIC SIGN SHEETING SHALL BE TYPE VIII AS DESIGNED BY ASTM D4956–07E1 STANDARD SPECIFICATIONS FOR RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL, UNLESS SPECIFIED OTHERWISE ON THE CONSTRUCTION PLANS.
19. WHEN THE CONSTRUCTION PLANS SPECIFY GRAFFITI CONTROL ON BRIDGES OR OTHER STRUCTURES, THE CONTRACTOR SHALL SEAL THE STRUCTURE FIRST USING MONOCHEM AQUASEAL ME 12 AND THEN APPLY MONOCHEM PERMASHIELD, SACRIFICIAL GRAFFITI CONTROL SYSTEM (OR APPROVED EQUAL).
20. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE STABILIZED RESEEDED IN ACCORDANCE WITH CHAPTER 13–17 OF THIS TITLE. IN THE EVENT THAT THE CONSTRUCTION ACTIVITY DISTURBS MORE THAN ONE ACRE, A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE PREPARED IN ORDER TO OBTAIN A CONSTRUCTION GENERAL PERMIT FROM ADEQ. (ORD. 2017–22, REP&REEN, 07/05/2017)

PAVING NOTES

1. EXACT POINT OF MATCHING TERMINATION AND OVERLAY, IF NECESSARY, SHALL BE DETERMINED IN THE FIELD BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. WHEN A LONGITUDINAL JOINT ASSOCIATED WITH A TRENCH PATH, PAVEMENT MATCHUP OR OTHER OCCURS ON A STREET THAT INCLUDES A BIKE LANE, THE JOINT SHALL BE LOCATED OUTSIDE THE BIKE LANE.
2. NO JOB WILL BE CONSIDERED COMPLETE UNTIL:
   A) ALL CURBS, PAVEMENTS, SIDEWALKS, CATCH BASINS, STORM DRAINS, AND MANHOLES HAVE BEEN CLEANED OF ALL DIRT AND DEBRIS
   B) SURVEY MONUMENTS ARE INSTALLED AND STAMPED
   C) ALL FRAMES, COVERS, AND VALVE BOXES ARE ADJUSTED TO GRADE.
3. NO PAVING CONSTRUCTION SHALL BE STARTED UNTIL ALL UTILITY LINES ARE COMPLETED AND APPROVED UNDER PROPOSED PAVED AREAS.
4. BASE COURSE WILL NOT BE PLACED UNTIL SUBGRADE HAS BEEN APPROVED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
5. THE LOCATION OF ALL WATER VALVES, FIRE HYDRANTS, AND MANHOLES MUST AT ALL TIMES DURING CONSTRUCTION BE REFERENCED AND MADE ACCESSIBLE TO THE CITY.
6. UTILITY FACILITIES IN CONFLICT WITH THIS WORK WILL BE RELOCATED BY THE PERMITTEE OR THE UTILITY OWNER. THIS ACTIVITY SHALL BE COORDINATED WITH THE OWNER OF THE UTILITY TO PREVENT ANY UNNECESSARY INTERRUPTION OF SERVICE TO EXISTING CUSTOMERS.
7. EXISTING STREET NAME SIGNS, TRAFFIC SIGNS AND DEVICES ASSOCIATED WITH THE PROJECT SHALL BE MAINTAINED DURING CONSTRUCTION AND RELOCATED BY THE CONTRACTOR AS SHOWN ON THE APPROVED PLANS.
8. ANY CHANGES OR ADDITIONS TO PAVEMENT MARKINGS CAUSED BY PAVEMENT OVERLAY, CHIP SEAL, OR INSTALLATION OF UNDERGROUND FACILITIES SHALL BE SHOWN ON THE APPROVED PLANS.

PAVING NOTES (CONT.)

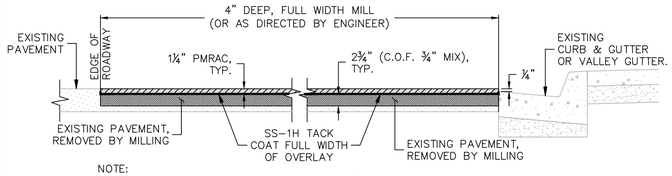
9. ON PROJECTS WHERE THE CONTRACTOR CAUSES EXCESSIVE DAMAGE TO AN EXISTING PAVED STREET OR THERE ARE MULTIPLE STREET CUTS (MAXIMUM OF FOUR IN 500 FEET) AN ASPHALT OVERLAY SHALL BE REQUIRED.
10. A PRIME COAT IS NOT REQUIRED UNLESS SO SPECIFIED IN THE SOILS AND PAVEMENT REPORT AND/OR SHOWN ON THE PLANS.
11. ALL CURB AND GUTTER, SIDEWALK, DRIVEWAYS, AND SIDEWALK RAMPS SHALL BE CONSTRUCTED ON A MINIMUM 3 INCHES OF AGGREGATE BASE COURSE (ABC). THE ABC SHALL BE CONSTRUCTED IN ACCORDANCE WITH MAG SECTION 310, AND SHALL BE COMPACTED TO 95% RELATIVE DENSITY. ALL PRECAST STRUCTURES SUCH AS MANHOLE BASES, CATCH BASINS, AND BOX CULVERTS SHALL BE CONSTRUCTED ON A MINIMUM OF 3 INCHES OF ABC.
12. PERMANENT PAVEMENT MARKINGS.
    12.1. LONGITUDINAL PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 13–16–006–0001.
    12.2. TRANSVERSE PAVEMENT MARKINGS SUCH AS STOP BARS, CROSSWALKS, ARROWS, AND LEGENDS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 13–16–006–0002.
13. TEMPORARY PAVEMENT MARKINGS.
    13.1. TEMPORARY PAVEMENT MARKINGS, WHEN APPROVED, SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 13–16–006–0001 AND SECTION 13–16–006–0002.
    13.1.1. THE USE OF TEMPORARY MARKINGS IS STRONGLY DISCOURAGED AND MAY ONLY BE USED WITH PRIOR APPROVAL. WHEN IT IS USED, THE CONTRACTOR MUST BE AVAILABLE TO RESTRIPE AS NEEDED UNTIL THE PERMANENT MARKINGS CAN BE INSTALLED.
    13.1.2. WHEN IT IS IMPRACTICABLE FOR THE CONTRACTOR TO PROVIDE PERMANENT MARKINGS, THE CITY PUBLIC WORKS DEPARTMENT MAY INSTALL THE MARKINGS ON BEHALF OF THE CONTRACT PROVIDED THE FEE FOR THE WORK IS AGREED UPON AND PAID FOR IN ADVANCE.
14. THE MAXIMUM THICKNESS OF A SINGLE LIFT OF PAVEMENT SHALL BE 4 INCHES.

STORMWATER NOTES

1. ADEQUATE DRAINAGE, EROSION AND SEDIMENT CONTROL MEASURES, BEST MANAGEMENT PRACTICES, AND/OR OTHER STORMWATER MANAGEMENT FACILITIES SHALL BE PROVIDED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION. DAMAGES TO ADJACENT PROPERTY AND/OR THE CONSTRUCTION SITE CAUSED BY THE CONTRACTOR'S OR PROPERTY OWNER'S FAILURE TO PROVIDE AND MAINTAIN ADEQUATE DRAINAGE AND EROSION.SEDIMENT CONTROL FOR THE CONSTRUCTION AREA SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND/OR PROPERTY OWNER.

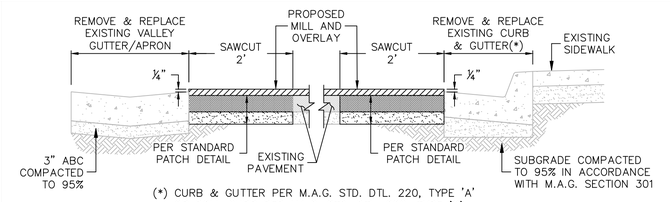
SPECIAL NOTES

1. CRACK FILL SHALL BE PLACED IN CRACKS THAT HAVE A WIDTH OF ½" TO 1¾". CRACKS THAT ARE WIDER THAN 1¾" SHALL BE FILLED WITH ⅜" HOT MIX ASPHALT.



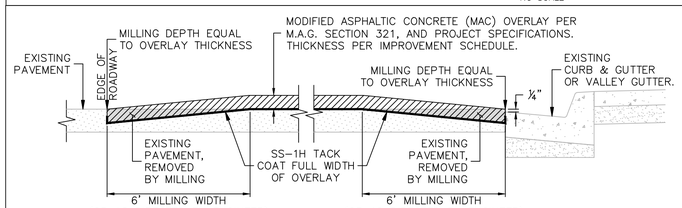
NOTE:
1. ALL DEPRESSIONS/RUTS AN EXCESS OF ¾" SHALL BE FILLED WITH HOT MIX ASPHALT (⅜" MIX). SS–1H TACK COAT SHALL BE PLACED PRIOR TO HMA.

METZ WALK - MILL DETAIL
NO SCALE



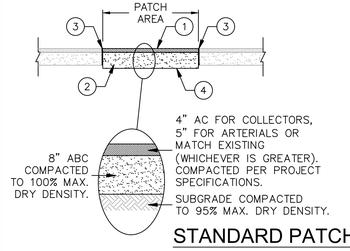
(*) CURB & GUTTER PER M.A.G. STD. DTL. 220, TYPE 'A' OR ROLL CURB PER MA.G. STD. DTL. 220, TYPE 'C'.

TYPICAL PAVEMENT R&R AT CURB & GUTTER, VALLEY GUTTER AND APRON DETAIL
NO SCALE



NOTE:
1. ALL DEPRESSIONS/RUTS AN EXCESS OF ¾" SHALL BE FILLED WITH HOT MIX ASPHALT (⅜" MIX). SS–1H TACK COAT SHALL BE PLACED PRIOR TO HMA.

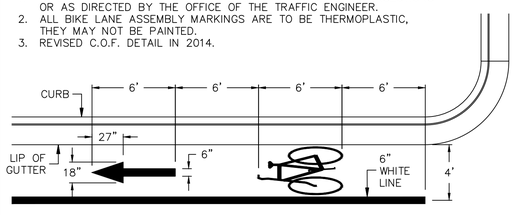
EDGE MILL DETAIL
NO SCALE



NOTES:
1. NEW ASPHALT CONCRETE PER M.A.G. AND PROJECT SPECIFICATIONS.
2. 8" ABC OR MATCH EXISTING (WHICHEVER IS GREATER).
3. APPLY BITUMINOUS TACK COAT TO ALL ADJOINING SURFACES OF THE EXISTING ASPHALT CONCRETE.
4. EXCAVATE PATCH AREA TO A MIN. DEPTH OF 12" BELOW PAVEMENT GRADE. COMPACT SUBGRADE PER M.A.G. AND PROJECT SPECIFICATIONS.
5. FREE EDGES OF PAVEMENT PATCHES TO HAVE THICKENED ASPHALT SECTION PER M.A.G. STD. DTL. 201, TYPE 'B'.
6. SEE SPECIAL PROVISIONS, SECTION 301, 305 AND 336 FOR ADDITIONAL INFORMATION.

STANDARD PATCH DETAIL
NO SCALE

NOTES:
1. BIKE LANE ASSEMBLY TO BE APPLIED AT FAR SIDE OF INTERSECTIONS OR AS DIRECTED BY THE OFFICE OF THE TRAFFIC ENGINEER.
2. ALL BIKE LANE ASSEMBLY MARKINGS ARE TO BE THERMOPLASTIC, THEY MAY NOT BE PAINTED.
3. REVISED C.O.F. DETAIL IN 2014.



TYPICAL BIKE LANE ASSEMBLY DETAIL
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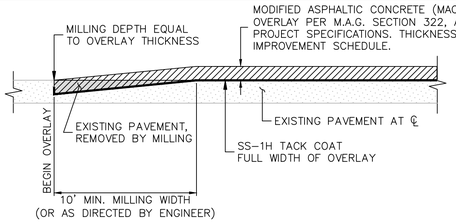
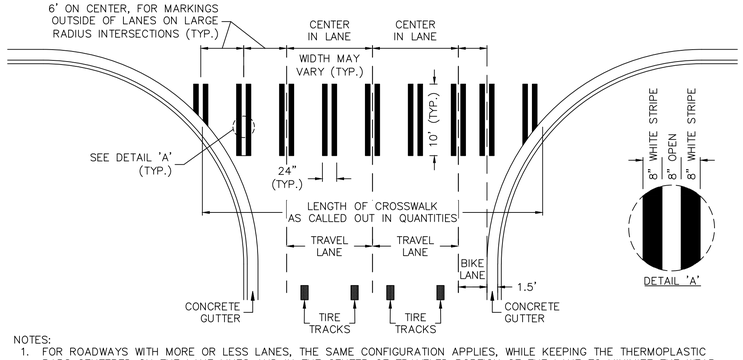


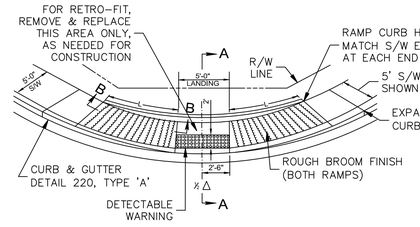
NOTE:
1. ALL DEPRESSIONS/RUTS AN EXCESS OF ¾" SHALL BE FILLED WITH HOT MIX ASPHALT (⅜" MIX). SS–1H TACK COAT SHALL BE PLACED PRIOR TO HMA.

OVERLAY MATCHING DETAIL
NO SCALE



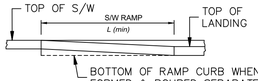
NOTES:
1. FOR ROADWAYS WITH MORE OR LESS LANES, THE SAME CONFIGURATION APPLIES, WHILE KEEPING THE THERMOPLASTIC BARS CENTERED ON THE LANE LINES AND IN THE CENTER OF TRAVELED PORTION OF THE LANE TO MINIMIZE THE WEAR ON THE MARKING.
2. THIS DETAIL IS INTENDED TO BE REPRESENTATIVE ONLY. THE FINAL LAYOUT OF PAVEMENT MARKINGS IS DEPENDENT ON THE SPECIFIC LANE CONFIGURATION OF THE STREET. THE CONTRACTOR SHALL REQUEST THE CITY INSPECTOR TO INVOLVE THE TRAFFIC ENGINEERING SECTION FOR DETERMINING THE LAYOUT PRIOR TO INSTALLING THE MARKINGS, FOR WHICH AT LEAST 24–HOURS NOTICE ID REQUIRED.

TYPICAL CROSSWALK MARKING LAYOUT DETAIL
NO SCALE



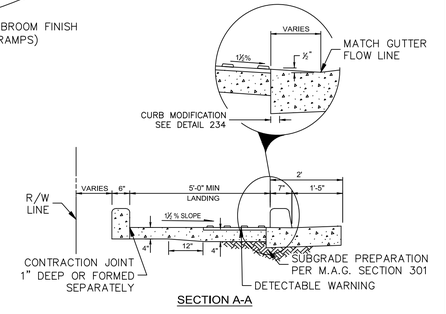
CURB HEIGHT	L (min) $S_G \le 1\%$	L (min) $S_G \le 2\%$
4"	5.0'	6.0'
6"	7.0'	8.5'

S_G =MAXIMUM GUTTER SLOPE WITHIN RAMP LIMITS



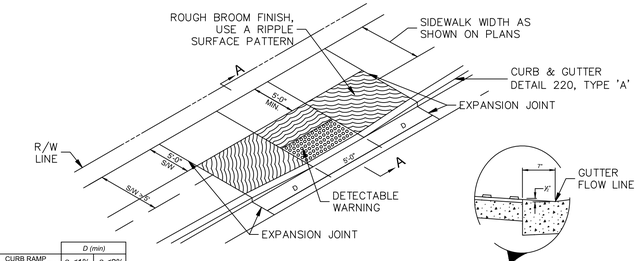
SECTION B-B

NOTES:
1. CLASS 'A' CONCRETE CONSTRUCTION PER SECTION 725.
2. DETECTABLE WARNING IS TO COMPLY WITH THE JURISDICTIONAL AGENCY'S REQUIREMENT.
3. RAMP LONGITUDINAL SLOPE SHALL BE 12:1 OR FLATTER.
4. RAMP CROSS SLOPE SHALL BE 1.5%.
5. DETAIL IS A.D.A. COMPLIANT FOR CURB RADII ≥ 20' AND GUTTER SLOPE ≤ 2.0%



SECTION A-A

SIDEWALK RAMP - M.A.G. DETAIL 235-3
NO SCALE



CURB HEIGHT	CURB RAMP MINIMUM LENGTH	D (min) $S_G \le 1\%$	D (min) $S_G \le 2\%$
4"	5'	4.0'	4.5'
6"	7 ½'	6.0'	6.5'
7"	9'	6.5'	7.5'

S_G =MAXIMUM GUTTER SLOPE WITHIN RAMP LIMITS

SECTION A-A

NOTES:
1. CLASS 'B' CONCRETE CONSTRUCTION PER SECTION 725.
2. EXPANSION JOINTS SHALL CONFORM TO SECTION 340.
3. SIDEWALK SURFACE TO MATCH 1.5% SLOPE FROM TOP OF CURB.
4. DETECTABLE WARNING IS TO COMPLY WITH THE JURISDICTIONAL AGENCY'S REQUIREMENTS.
5. DETAIL IS A.D.A. COMPLIANT FOR GUTTER SLOPE ≤ 2.0%

SIDEWALK RAMP - M.A.G. DETAIL 235-4
NO SCALE

C.O.F. Project Number: 01-19001

FILE: P:\2019\19009\DRAWINGS\SITE PLANS\NOTES & DETAILS.DWG SRWIN

FLAGSTAFF STREET MAINTENANCE PROGRAM 2019 FLAGSTAFF ARIZONA

NOTES & DETAILS

JOB NO: 19009
DATE: APR 19
SCALE: N/A
DRAWN: BH
DESIGN: BH/ET
CHECKED: SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

Call at least two full working days before you dig, it's the law!
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8–1–1 or 1–800–STAKE–IT (782–5348)

DRAWING NO.
C02
SHT NO. 02 OF 04

REGISTERED PROFESSIONAL ENGINEER
Stephen C. Irwin
58405
STEPHEN C. IRWIN
4/12/19
Date Signed
ARIZONA, U.S.A.
Expires 9/30/2020

PLOTTED: Apr 12, 2019 - 9:13am

CHESHIRE AREA

(#) MAP ID# (OVERLAY STREETS)
SEE SHEET C__ FOR LIST OF STREETS.

OVERLAY STREETS

N

0' 800' 1600'

C.O.F. Project Number: 01-19001

FILE: P:\2019\19009\DRAWINGS\SITE PLANS\KEY MAP.DWG SRWIN

FLAGSTAFF STREET MAINTENANCE PROGRAM 2019 FLAGSTAFF ARIZONA

KEY MAP - OVERLAY

JOB NO: 19009
DATE: APR 19
SCALE: AS SHOWN
DRAWN: BH
DESIGN: BH/ET
CHECKED: SCI

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

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you dig, it's the law!
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
C03

SHT NO. 03 OF 04

REGISTERED PROFESSIONAL ENGINEER
58405
STEPHEN C. IRWIN
4/12/19
Date Signed
ARIZONA, USA
Expires 9/30/2020

PLOTTED: Apr 12, 2019–9:14am

IMPROVEMENT SCHEDULE

MAC OVERLAY STREETS

MAP ID	Street Name	Start	End	* Length	* Width	MAC Thickness	OCI	Treatment
				FT	FT	IN.		
1	Anita Ave.	Lake Mary Rd.	East End	1,323.00	35.00	1.25	55.88	MAC & RS
2	Bonito St.	Elm St.	Dale Ave.	498.00	37.00	1.25	62.14	MAC & RS
3	Bonito St.	Navajo Rd.	Elm St.	1,429.00	37.00	1.25	57.9	MAC & RS
4	Kaibab Ln.	Woodlands Village Blvd.	East End	1,291.00	37.00	1.25	25.03	MAC
5	Thorpe Rd.	Kinlani Rd.	Bonito St.	1,903.00	34.00	1.25	45.42	MAC & RS
6	Woodlands Village Blvd.	Route 66	Kaibab Ln.	427.00	38.00	1.25	35.19	MAC & RS
7	Pinnacle St.	Route 66	Kaibab Ln.	606.00	37.00	1.25	52.67	MAC
8	Walapai Dr.	Lake Mary Rd.	Zuni Dr.	2,144.00	41.50	1.25	58.58	MAC & RS
9	Thorpe Rd.	Cherry Ave.	Sante Fe Ave.	1,131.00	34.00	1.25	43.93	MAC & RS
10	Thorpe Rd.	Cherry Ave.	Kinlani Rd.	1,520.00	33.00	1.25	44.79	MAC & RS
11	Kaibab Ln.	Thompson St.	850' East	850.00	39.00	1.25	66.5	MAC & RS
12	Kaibab Ln.	Woodlands Village Blvd.	900' West	900.00	37.00	1.25	65.53	MAC
13	Plaza Way	Yale St.	Milton Rd.	1,125.00	37.00	1.25	51.07	MAC & RS
14	Forest/Cedar Ave.	Beaver St. (East side)	West St.	8,587.00	65.00	1.25		MAC & RS
15	Chamber Dr.	Milton Rd.	Riordan Ranch Rd.	320.00	38.00	1.25	66.58	MAC & RS
16	Metz Walk	Route 66	Riordan Ranch Rd.	750.00	37.00	1.25	58.25	MAC & RS
17	Metz Walk	Riordan Ranch Rd.	University Dr.	210.00	37.00	1.25	58.25	MAC & RS
18	Monte Vista Dr.	Linda Vista Dr.	South End	150.00	33.00	1.25	43.41	MAC
19	Lois Ln.	Peak View St.	West End	456.00	37.70	1.25		MAC
20	Lake Mary Rd.	Mohawk Dr.	Walapai Dr.	1,320.00	68.00	1.25		MAC & RS
21	Aztec St.	Beale St.	Thorpe Rd.	1,065.00	20.00	1.25		MAC
22	Thompson St.	Kaibab Ln.	End	1,711.00	31.00	1.25		MAC

* MEASUREMENTS WERE PROVIDED BY OTHERS AND HAVE NOT BE VERIFIED BY SHEPHARD WESNITZER, INC.

ESTIMATED CONTRACT QUANTITIES

NO.	DESCRIPTION	QUANTITY	UNIT
1	ADJUST MANHOLE FRAME & COVER (CITY DTL. 9-03-062)	24.0	EA
2	AIRPORT CRACK FILL	N/A	T
3	BITUMINOUS MATERIAL (CRS-2P)	N/A	T
4	COVER MATERIAL (CM-11)	N/A	T
5	CRACK SEALING	55.8	
6	HOT MIX ASPHALT - (LARGE THERMAL CRACK FILLER)	100.0	T
7	LOWER MANHOLE FRAME & COVER, SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES	59.0	EA
8	MODIFIED ASPHALTIC CONCRETE	10519.2	T
9	PAVEMENT MILLING	49161.0	SY
10	REMOVE AND REPLACE CONCRETE APRON & VALLEY GUTTER	3659.7	SF
11	REMOVE AND REPLACE CONCRETE DRIVEWAY (INCLUDING. 6"ABC)	6232.7	SF
12	REMOVE AND REPLACE CURB AND GUTTER (ROLL- INCLUDING. 3"ABC)	305.0	LF
13	REMOVE AND REPLACE CURB AND GUTTER (VERTICAL- INCLUDING. 3"ABC)	1821.0	LF
14	REMOVE AND REPLACE CURB IN APRON	827.0	LF
15	REMOVE AND REPLACE PAVEMENT (4" AC [C-3/4"]) PATCH	608.0	SY
16	REMOVE AND REPLACE SEWER MANHOLE	0.0	EA
17	REMOVE AND REPLACE SIDEWALK (INCLUDING. 3"ABC)	31697.4	SF
18	REMOVE AND REPLACE SURVEY MONUMENTS	18.0	EA
19	REMOVE RAMP & INSTALL DETECTABLE WARNING (ADA Ramp MAG 235-3) INCLUDING 3" ABC	24.0	EA
20	REMOVE RAMP & INSTALL DETECTABLE WARNING (ADA Ramp MAG 235-4) INCLUDING 3" ABC	8.0	EA
21	REMOVE, REPLACE & ADJUST WATER VALVE BOX AND COVER (CITY DTL. 9-03-060)	54.0	EA
22	STREET REBUILDING & PATCHING CONTINGENCY	300.0	SY
23	STRIPING AND MARKING	1.0	LS
24	TACK COAT (SS-1H)	31.2	T
25	TRAFFIC CONTROL	1.0	LS
26	LOWER WATER VALVE BOX	50.0	EA
27	ADJUST SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES (CITY DTL. 9-03-062)	7.0	EA
28	CONSTRUCTION SURVEY	1.0	LS
29	REMOVE RAMP & RETROFIT DETECTABLE WARNING (ADA Ramp MAG 232) INCLUDING 3" ABC	17.0	EA
30	MILL AND FILL LARGE THERMAL CRACKS ON FOREST AVE./CEDAR AVE.	5525.0	LF
31	MILL AND FILL LARGE THERMAL CRACKS ON LAKE MARY RD.	4080.0	LF
32	FOG COAT - LAKE MARY (WALAPAI TO CITY LIMITS)	N/A	T
33	FOG COAT - HIGH COUNTRY TRL. (WILD WEST TO PULLIAM) & PULLIAM RD. (HIGH COUNTRY TO J.W. POWELL)	N/A	T
34	MILL 4" DEPTH METZ WALK (2-3/4" C.O.F. 3/4" MIX AND 1-1/4" PMRAC)	5880.0	SF
35	RECONSTRUCT ROADWAY (120' WEST OF THORPE RD./BONITO ST. INTERSECTION)	400.0	SY
36	ROADWAY SHOULDERING (AZTEC ST.)	7200.0	SF

TREATMENT LEGEND

CF - CRACK FILL
CS - CHIP SEAL
RS - RE-STRIPE
MAC - MODIFIED ASPHALTIC CONCRETE OVERLAY

NOTES:

1. ALL LONGITUDINAL STRIPING IS QUANTIFIED BY THE LENGTH OF ROADWAY OVER WHICH THE COMPLETE STRIPING PATTERN AS DESCRIBED ABOVE IS TO BE APPLIED.
2. RE-STRIPING OF STREETS WILL REQUIRE REFERENCING OF EXISTING STRIPING BEFORE SURFACE TREATMENT. WHICH WILL THEN BE USED TO LAYOUT STRIPING AFTER SURFACE TREATMENT IS COMPLETED.
3. RE-STRIPING REQUIRES A DOUBLE APPLICATION FOR ALL PAINTED MARKINGS WITH A SECOND APPLICATION AT LEAST 3 HOURS AFTER FIRST APPLICATION.
4. QUANTITIES INCLUDE REMOVAL AND REPLACEMENT OF CURB, GUTTER, VALLEY GUTTER, SIDEWALK AND SIDEWALK RAMPS AS IDENTIFIED IN APPENDIX C OF THE CONTRACT DOCUMENTS.
5. QUANTITIES INCLUDE ADDITIONAL CRACK SEAL WORK AS IDENTIFIED IN APPENDIX D OF THE CONTRACT DOCUMENTS.
6. ALL CROSS WALKS, STOP BARS, TURN LANE SYMBOLS AND BIKE LANE ASSEMBLY MARKINGS MUST BE THERMOPLASTIC ONLY. IF THE STRIPING IS NOT A TYPICAL LONGITUDINAL LANE MARKER STRIPE, IT MUST BE THERMOPLASTIC.

STRIPING & MARKING ESTIMATED QUANTTIES

NO.	Description	Quantity	Unit
1	4" Double Solid Yellow	23,653	LF
2	4" Yellow Hatching	189	LF
3	18" Preformed Stop Bar	742	LF
4	4" Broken White	14,320	LF
5	4" Solid / 4" Broken Yellow	5,682	LF
6	4" Solid White Edge Line	270	LF
7	6" Solid White Bike Lane Line	32,019	LF
8	Painted Bike Assembly	47	EA
9	Preformed Turn Arrows (RT., LT., Straight, Combo, Rail Road Crossing)	63	EA
10	Solid White Lane Lines	3,325	LF
11	6" Dashed Bike Lane	2,065	LF
12	Piano Key Crosswalk	1,297	LF

Registered Professional Engineer — Stephen C. Irwin — No. 58405 — Date Signed 4/12/19 — State of Arizona, U.S.A. — Expires 9/30/2020

C.O.F. Project Number: 01-19001

FLAGSTAFF STREET MAINTENANCE PROGRAM 2019 FLAGSTAFF ARIZONA

IMPROVEMENT SCHEDULE - OVERLAY

JOB NO: 19009
DATE: APR 19
SCALE: N/A
DRAWN: BH
DESIGN: BH/ET
CHECKED: SCI

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

REVISIONS

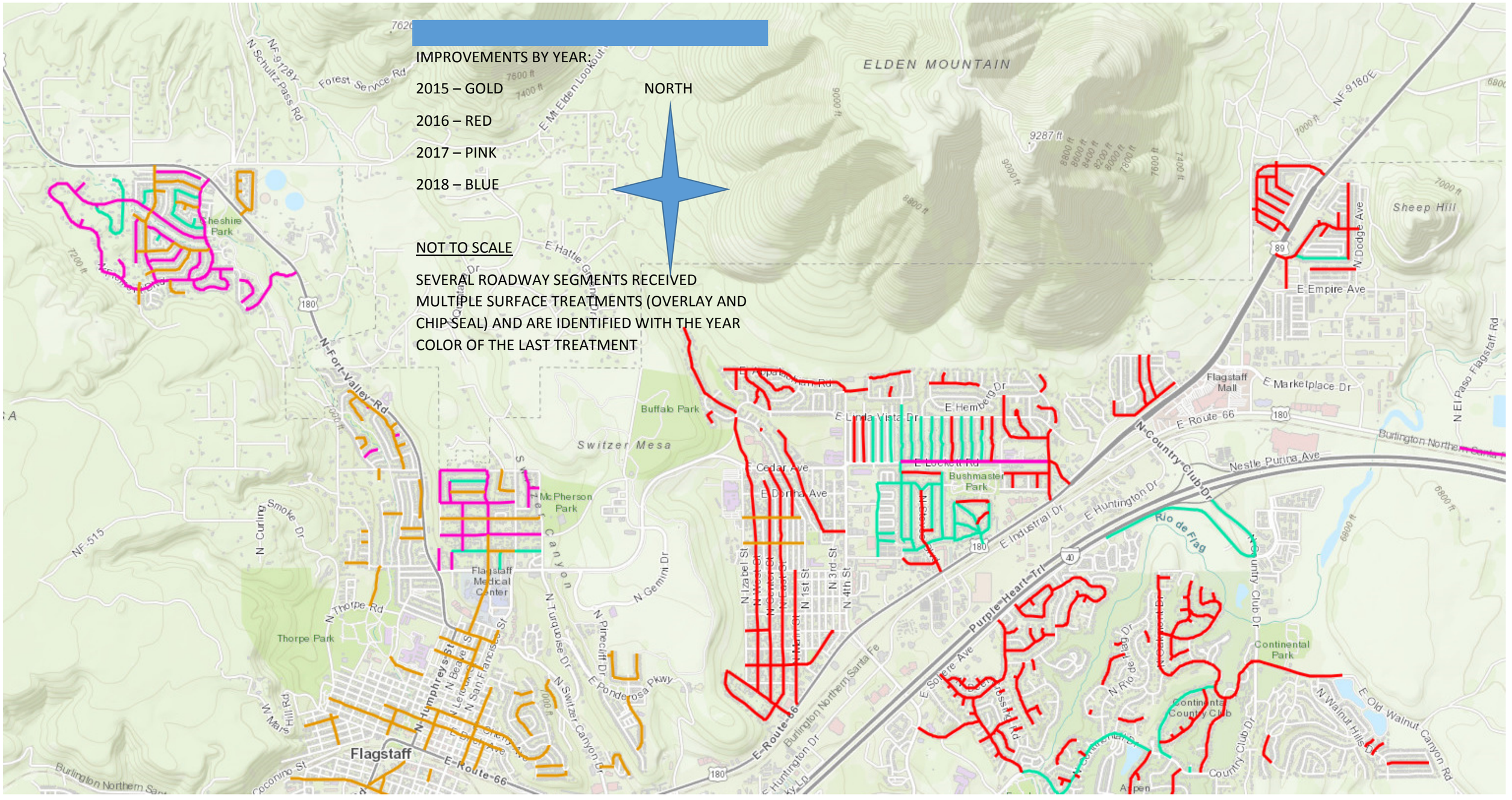
NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation
ARIZONA811 Arizona Blue Stake Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

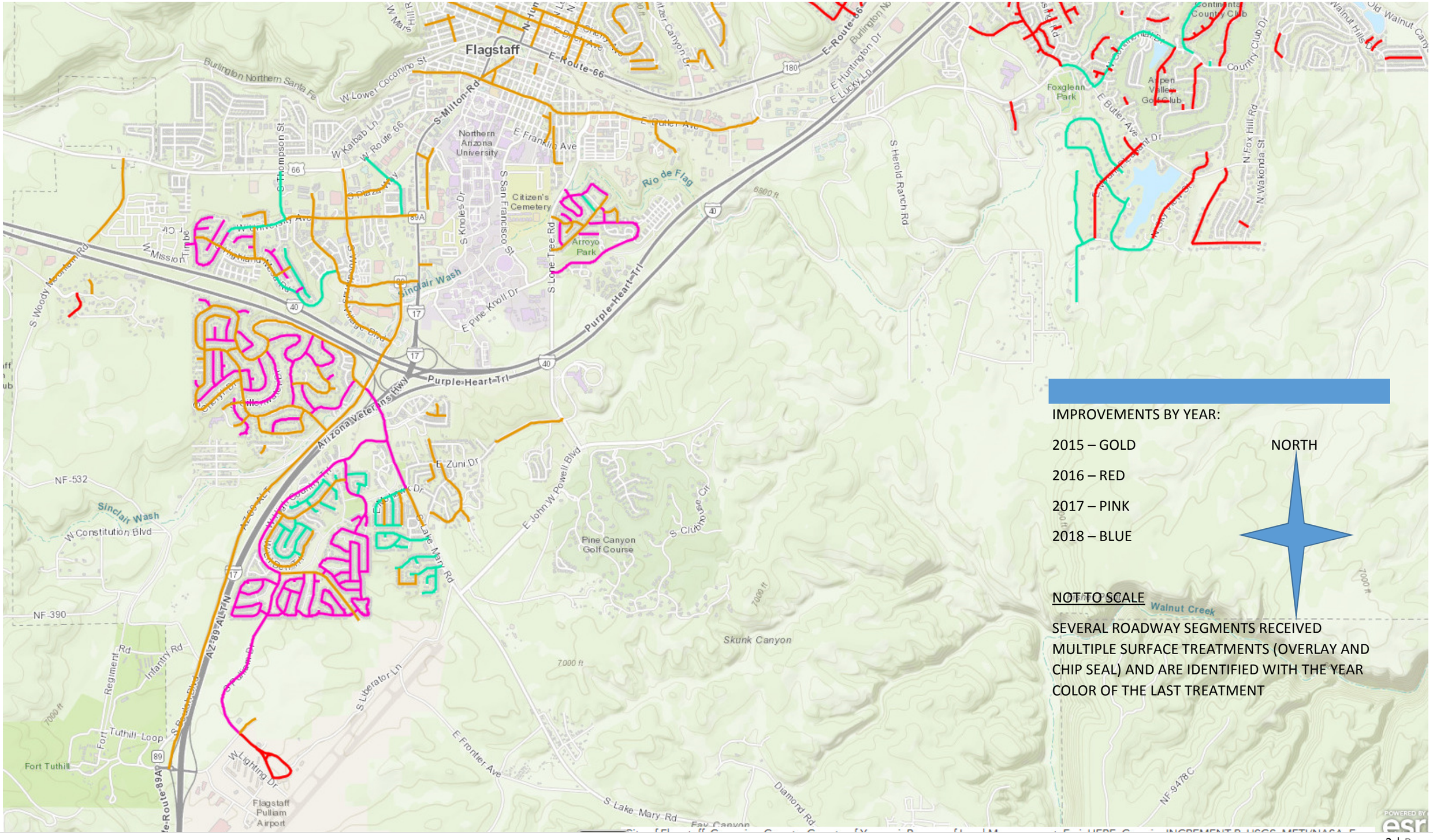
DRAWING NO. C04

SHT NO. 04 OF 04

FILE: P:\2019\19009\DRAWINGS\SITE PLANS\IMPROVEMENT SCHEDULE.DWG SIRWIN



Roadway work completed utilizing H.U.R.F. and Prop. 406 funding – 2015 - 2018



Roadway work completed utilizing H.U.R.F. and Prop. 406 funding – 2015 - 2018

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Elaine Averitt, Planning Development Manager

Date: 04/29/2019

Meeting Date: 05/07/2019

TITLE:

Consideration and Approval of Preliminary Plat Request by Capital Equity Investments, LLC, for Preliminary Plat approval for Flagstaff Lofts Condominiums, a condominium subdivision consisting of six (6) residential units and one (1) commercial unit, on a .37-acre site located at 602 W. Coconino Avenue in the HR, High Density Residential Zone.

STAFF RECOMMENDED ACTION:

The Planning and Zoning Commission recommends (4-0 vote on 4/10/19) the City Council approve the Preliminary Plat.

Executive Summary:

This is a request for preliminary plat approval for a six (6) residential unit and one (1) commercial unit condominium subdivision known as Flagstaff Lofts Condominiums. Please see Sheet 3 of the Preliminary Plat attachment for the Vicinity Map.

Financial Impact:

No financial liabilities are anticipated by the approval of this Preliminary Plat.

Policy Impact:

There are no policy impacts affiliated with this Preliminary Plat.

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

Council Goals
Economic Development - Grow and strengthen a more equitable and resilient economy.

Team Flagstaff Strategic Plan
Work in partnership to enhance a safe and livable community.

Flagstaff Regional Plan
- Policy CC.3.2. Maintain and enhance existing buildings and blend well-designed new buildings into existing neighborhoods.
- 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.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- Policy LU.5.3. Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1. Approve the preliminary plat with no conditions, as recommended by the Planning and Zoning Commission.
2. Approve the preliminary plat with conditions.
3. Deny the preliminary plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background/History:

The subject site is located approximately two blocks southwest of City Hall. In 2013, a 4-plex apartment building was constructed on the property after city approvals. The property also includes a storage warehouse building which was built in 1954 and is considered a legal non-conforming use in the HR zone. The warehouse building will remain as a commercial unit. On September 7, 2017, the Inter-Division Staff approved a Site Plan for the development of two additional residential units in the form of a 2,800 square foot duplex. An existing parking canopy behind the warehouse building was recently removed, and construction of the two new residential units has commenced. The property owner has elected to create a condominium subdivision consisting of the residential units and warehouse building (commercial unit). In this case, the units are defined as the air space within the walls of each structure.

Key Considerations:

The developer has pulled a building permit for the duplex building. As such, the developer may commence construction of an apartment building without plat approval. However, the developer has opted to create a condominium plat to enable individual ownership of each unit.

The City Council shall find the proposed preliminary plat meets the requirements of the City Code Title 10, *Flagstaff Zoning Code;* City Code Title 11, *General Plans and Subdivisions*; and the City Code Title 13, *Engineering Design Standards and Specifications* as specifically addressed in the "Findings" section (pages 2 and 3) of the attached Planning & Development Services report to the Planning & Zoning Commission.

Community Benefits and Considerations:

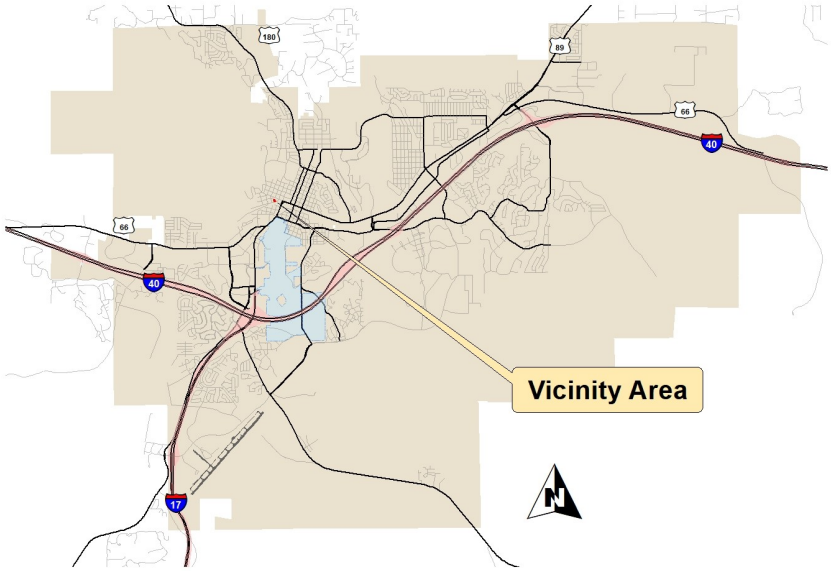
As noted in the Flagstaff Regional Plan policies above, the proposal promotes compact, infill development in an existing neighborhood that is within the context of the designated urban area type. It also maintains existing buildings on the property, including a commercial building which provides some mix of uses.

Community Involvement:

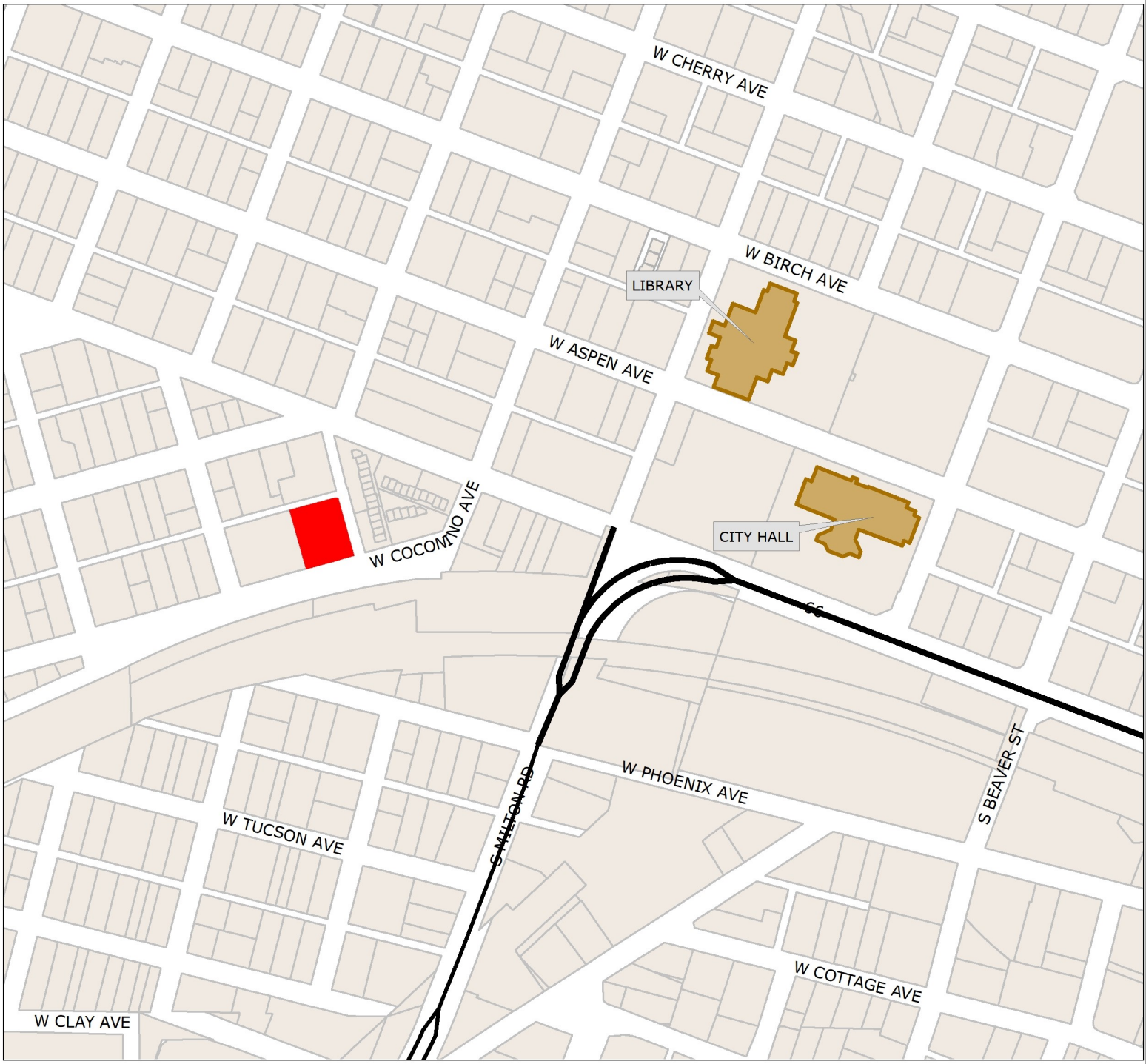
Inform. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of the preliminary subdivision plat review process.

Attachments: Vicinity Map

Planning & Zoning Commission April 10, 2019 Report
P-Plat Sheet 1
P-Plat Sheet 2
P-Plat Sheet 3
P-Plat Sheet 4
P-Plat Sheet 5
P-Plat Sheet 6
P-Plat Sheet 7
P-Plat Sheet 8
P-Plat Sheet 9
P-Plat Sheet 10
Four Plex
Duplex



602 W COCONINO AVE



PLANNING & DEVELOPMENT SERVICES REPORT
PRELIMINARY PLAT

PZ-17-00055-04

DATE: **March 29, 2019**
MEETING DATE: **April 10, 2019**
REPORT BY: **Elaine Averitt, AICP**

REQUEST:

A request by Capital Equity Investments, LLC for Preliminary Plat approval for Flagstaff Lofts Condominiums, a condominium subdivision consisting of six (6) residential units and one (1) commercial unit, on a .37-acre site located at 602 W. Coconino Avenue in the HR, High Density Residential Zone.

STAFF RECOMMENDATION:

In accordance with the findings, staff recommends the Planning and Zoning Commission forward the preliminary plat to the City Council with a recommendation for approval.

PRESENT LAND USE:

The present land use is an existing 5,070 square foot office/warehouse building, a residential 4-plex building, and a covered parking structure along with several uncovered parking spaces for the commercial building and 4-plex. A site plan for two new apartment units was approved by the Inter-Division Staff on September 7, 2017.

PROPOSED LAND USE:

Flagstaff Lofts Condominiums residential and commercial subdivision development, consisting of six (6) residential condominium dwelling units and one (1) commercial unit located on .37-acres of developed land.

NEIGHBORHOOD DEVELOPMENT:

North: Rental residential; R1N (Single-Family Residential Neighborhood) Zone
South: Railroad property, HC (Highway Commercial) Zone
East: Residential townhomes, HR (High Density Residential) Zone
West: Commercial office; HR (High Density Residential) Zone

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the proposed preliminary plat meets the requirements of the City Code Title 10, *Flagstaff Zoning Code*; City Code Title 11, *General Plans and Subdivisions*; and City Code Title 13, *Engineering Design Standards and Specifications*. These findings are addressed in the next sections of this report.

STAFF REVIEW:

Introduction & Background

In 2013, a 4-plex apartment building was constructed on the property after city approvals. The property also includes a storage warehouse building which was built in 1954 and is considered a legal non-conforming use in the HR zone. On September 7, 2017, the Inter-Division Staff approved a Site Plan for the proposed

development of two additional units in the form of a 2,800 square foot duplex. An existing parking canopy behind the warehouse building was recently removed and construction of the two new units has commenced. The property owner has elected to create a condominium subdivision in order to allow ownership of the units and warehouse building. A vicinity map is located on Sheet 3 of the Preliminary Plat.

FLAGSTAFF ZONING CODE, SUBDIVISION CODE, ENGINEERING STANDARDS FINDINGS

City Code Title 10, Flagstaff Zoning Code

Any subdivision shall be designed to comply with the requirements of the specific zoning district within which it is located. The subject property is zoned HR, High Density Residential, with an optional Transect Zone Overlay of T4N.1. The property is located in the Flagstaff Townsite subdivision and is not located in any historic district. The HR zone requires a minimum density of 10 dwelling units per acre (DU/AC) and a maximum of 29 DU/AC outside of the Resource Protection Overlay. The proposed density is 16 dwelling units per acre (6 units divided by .37 acres), which complies with the density standard. In addition, the number of units for this parcel's lot area is limited to a minimum of 2,000 square feet per dwelling unit. The proposed units also meet this lot area standard. Maximum permitted lot coverage in the HR zone is 50%; the proposed coverage with the new duplex is 49.5%. A Site Plan, floor plans and exterior elevations are attached as part of this packet.

Required setbacks for the HR zone are: Front 10' for 2nd floor & below, 15' above 2nd floor; Side: 5'; Rear 15'. Porches are allowed to encroach 5' into a rear setback. The structures meet the setbacks, except for the existing non-conforming warehouse building.

Maximum permitted height in the HR zone is 60 feet. The new duplex building consists of three stories with a maximum overall height of 37 feet to the ridge. Enclosed garages are located on the first floor. The existing 4-plex building is similar.

Parking

Parking area access is from an alley off of Coconino Avenue and an alley at the rear (north) of the development. The minimum required parking for six 2-bedroom units is 12 spaces plus .25 guest space per unit for a total of 13.5 spaces. The warehouse requires one space per 2,000 square feet (5,070 sq ft/2,000) which is 3 spaces. The total required parking spaces for residential and commercial is 16.5. The development is providing 18 spaces. The residential units each have one space in a garage with a tandem space behind. The commercial spaces and some guest parking spaces are located on the east side of the warehouse building.

Landscaping

A landscaping plan was submitted and approved in conjunction with the site plan for the addition of the duplex apartment building. Existing and new vegetation will be utilized to meet the requirements. New landscaping will be installed in conjunction with the new duplex, the east parking area, and parkway refurbishment.

Natural Resources

The subject property is located outside of the the Resource Protection Overlay.

City Code Title 10, General Plans and Subdivisions Code

Preliminary plats require submittal and staff review of traffic, preliminary stormwater, and water and/or sewer analyses. A summary of these analyses are provided later in this report. The subdivider is also required to inform public utility, cable and communication companies, school district, Soil Conservation Service, County Health Department, ADOT (if site abuts a state highway); Flood Control District; and, County Community Development Department (if site is adjacent to an unincorporated area). The applicant sent the required letters and has provided copies of any responses by the review agencies.

The information required to be shown as part of the preliminary plat submittal is extensive and includes, for example, existing and proposed rights-of-way and easements within the subdivision; adjacent street dedications and lot lines; size of each lot; location and description of proposed and existing utilities; and lot and tract dimensions.

Condominium subdivisions include additional information, including but not limited to, boundaries of the condominium; vertical and horizontal boundaries of each unit; and, location and dimensions of limited common elements, including porches, balconies, patios and entryways.

This application is a condominium plat, which takes a multi-unit complex, such as the subject property, and creates the ability for individually owned units. In this case the units are defined as the air space within the walls of each structure. Once the plat is complete, the buyer of a unit will receive a recordable deed to the individual unit purchased, including the right to sell, mortgage, etc., that unit and sharing in joint ownership of any common grounds, parking areas and access. Areas outside of the unit such as decks, stairs and parking spaces can be set aside for the individual owners as "limited common elements." Shared areas such as the landscaped areas and sidewalks are considered "common elements." Tract "A" contains all areas outside of the units and their associated limited common elements and is dedicated to the owner association as common element. The preliminary plat delineates all of the elements affiliated with the individual units.

Approval of a preliminary plat is valid for a period of two years from the date of City Council approval. Preliminary plat approval may, upon written request to the Planning Director, be extended for an additional year is there is no change in conditions within or adjoining the preliminary plat which could warrant a revision of the original plat. A preliminary plat may not be recorded and does not constitute approval to clear, grade, remove trees, or perform other construction activity until a final plat is recorded and a grading permit is issued.

City Code Title 13, Engineering Design Standards and Specifications

A condominium subdivision has typically completed a site plan review which includes zoning code and engineering standards compliance findings. Engineering related standards including utility easements, stormwater management, and landscaping in the parkway (right-of-way), have been reviewed and approved by staff. No new streets or edge improvements are required.

SYSTEMS ANALYSIS:

Access and Traffic

The subject property is located on the north side of Coconino Avenue, one parcel east of Walnut Street, with direct access from Coconino Avenue and existing alleys on both the east and north sides of the parcel. There is existing sidewalk and parkway on Coconino Avenue. The existing parkway will be refurbished with new street

trees along the property frontage. The parking spaces east of the warehouse will have new surfacing: five (5) spaces will be pervious and one (1) will be concrete.

Water and Wastewater

Water and sewer lines are shown on Sheet 1 of 12 of the preliminary plat. The new water services for the new duplex building will be off of an existing 8-inch water main in Coconino Avenue. New sewer connections will be off of an 8-inch sewer main in the north alley. Existing water supply and sewer infrastructure adjacent to the site in Coconino Avenue and the east/west alley on the north side of the site were deemed adequate to serve this development. No new utility infrastructure is required for this development. A Home Owner's Association will be required to be established in perpetuity.

Stormwater

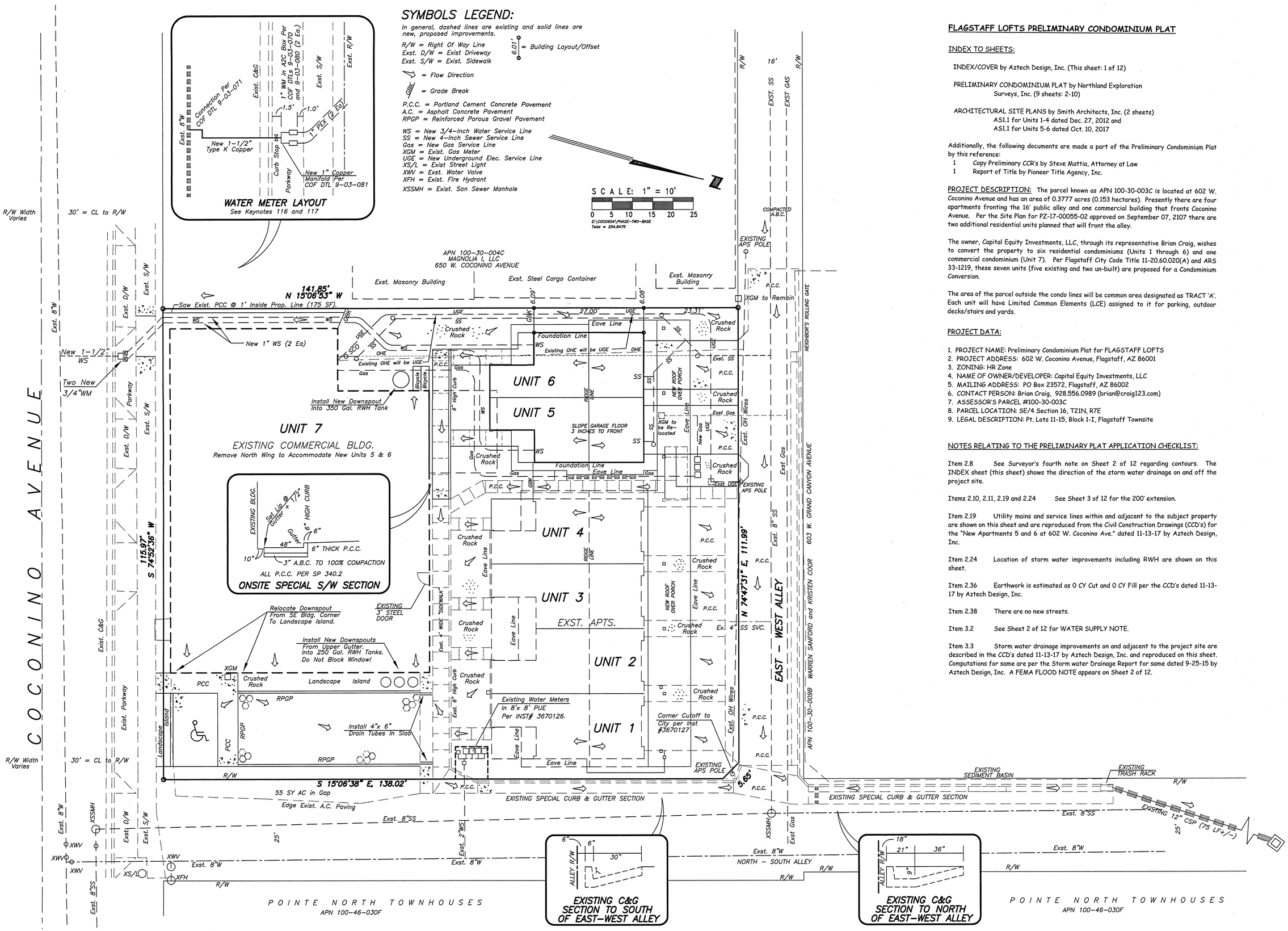
As part of the site plan application a drainage report, which analyzes the potential for damage to adjacent properties and downstream drainage capacity, was reviewed and approved by Stormwater staff. Removal of existing structures and pavement within the site will decrease the net impervious surface by 587 square feet so no detention or LID is required. However, passive rainwater harvesting is required from roof surfaces into rainwater barrels and landscape areas.

RECOMMENDATION:

In accordance with the findings, staff recommends the Planning and Zoning Commission forward the Preliminary Plat to the City Council with a recommendation for approval.

ATTACHMENTS:

- Application
- Floor Plans and Exterior Elevations (one sheet, 11x17")
- Preliminary Plat (12 sheets, 24x36")



FLAGSTAFF LOFTS PRELIMINARY CONDOMINIUM PLAT

INDEX TO SHEETS:

INDEX/COVER by Aztech Design, Inc. (This sheet: 1 of 12)

PRELIMINARY CONDOMINIUM PLAT by Northland Exploration Surveys, Inc. (9 sheets: 2-10)

ARCHITECTURAL SITE PLANS by Smith Architects, Inc. (2 sheets)
AS1.1 for Units 1-4 dated Dec. 27, 2012 and
AS1.1 for Units 5-6 dated Oct. 10, 2017

Additionally, the following documents are made a part of the Preliminary Condominium Plat by this reference:
1 Copy Preliminary CCR's by Steve Mattia, Attorney at Law
1 Report of Title by Pioneer Title Agency, Inc.

PROJECT DESCRIPTION: The parcel known as APN 100-30-003C is located at 602 W. Coconino Avenue and has an area of 0.3777 acres (0.153 hectares). Presently there are four apartments fronting the 16' public alley and one commercial building that fronts Coconino Avenue. Per the Site Plan for PZ-17-00055-02 approved on September 07, 2107 there are two additional residential units planned that will front the alley.

The owner, Capital Equity Investments, LLC, through its representative Brian Craig, wishes to convert the property to six residential condominiums (Units 1 through 6) and one commercial condominium (Unit 7). Per Flagstaff City Code Title 11-20.60.020(A) and ARS 33-1219, these seven units (five existing and two un-built) are proposed for a Condominium Conversion.

The area of the parcel outside the condo lines will be common area designated as TRACT 'A'. Each unit will have Limited Common Elements (LCE) assigned to it for parking, outdoor decks/stairs and yards.

PROJECT DATA:

1. PROJECT NAME: Preliminary Condominium Plat for FLAGSTAFF LOFTS
2. PROJECT ADDRESS: 602 W. Coconino Avenue, Flagstaff, AZ 86001
3. ZONING: HR Zone
4. NAME OF OWNER/DEVELOPER: Capital Equity Investments, LLC
5. MAILING ADDRESS: PO Box 23572, Flagstaff, AZ 86002
6. CONTACT PERSON: Brian Craig, 928.556.0989 (brian@craig123.com)
7. ASSESSOR'S PARCEL #100-30-003C
8. PARCEL LOCATION: SE/4 Section 16, T21N, R7E
9. LEGAL DESCRIPTION: Pt. Lots 11-15, Block 1-I, Flagstaff Townsite

NOTES RELATING TO THE PRELIMINARY PLAT APPLICATION CHECKLIST:

Item 2.8 See Surveyor's fourth note on Sheet 2 of 12 regarding contours. The INDEX sheet (this sheet) shows the direction of the storm water drainage on and off the project site.

Items 2.10, 2.11, 2.19 and 2.24 See Sheet 3 of 12 for the 200' extension.

Item 2.19 Utility mains and service lines within and adjacent to the subject property are shown on this sheet and are reproduced from the Civil Construction Drawings (CCD's) for the "New Apartments 5 and 6 at 602 W. Coconino Ave." dated 11-13-17 by Aztech Design, Inc.

Item 2.24 Location of storm water improvements including RWH are shown on this sheet.

Item 2.36 Earthwork is estimated as 0 CY Cut and 0 CY Fill per the CCD's dated 11-13-17 by Aztech Design, Inc.

Item 2.38 There are no new streets.

Item 3.2 See Sheet 2 of 12 for WATER SUPPLY NOTE.

Item 3.3 Storm water drainage improvements on and adjacent to the project site are described in the CCD's dated 11-13-17 by Aztech Design, Inc. and reproduced on this sheet. Computations for same are per the Storm water Drainage Report for same dated 9-25-15 by Aztech Design, Inc. A FEMA FLOOD NOTE appears on Sheet 2 of 12.

Registered Professional Engineer CERTIFICATE 15270 BRITT DeMUTH ARIZONA, U.S.A.
01.09.19
Britt DeMuth PE 15270, LS 15853
aztechcivil@yahoo.com

aztech design, inc.
CIVIL ENGINEERING DESIGN, LAND SURVEYING
P.O. BOX 494 FLAGSTAFF, ARIZ. 86002 (928) 774-4409

Revisions	Date	By
City Staff Comments	2.12.19	WL

Des. WL Dwn. WL Chk. WL

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-782-5348 (1-800-STAKE IT)
" BLUESTAKE "

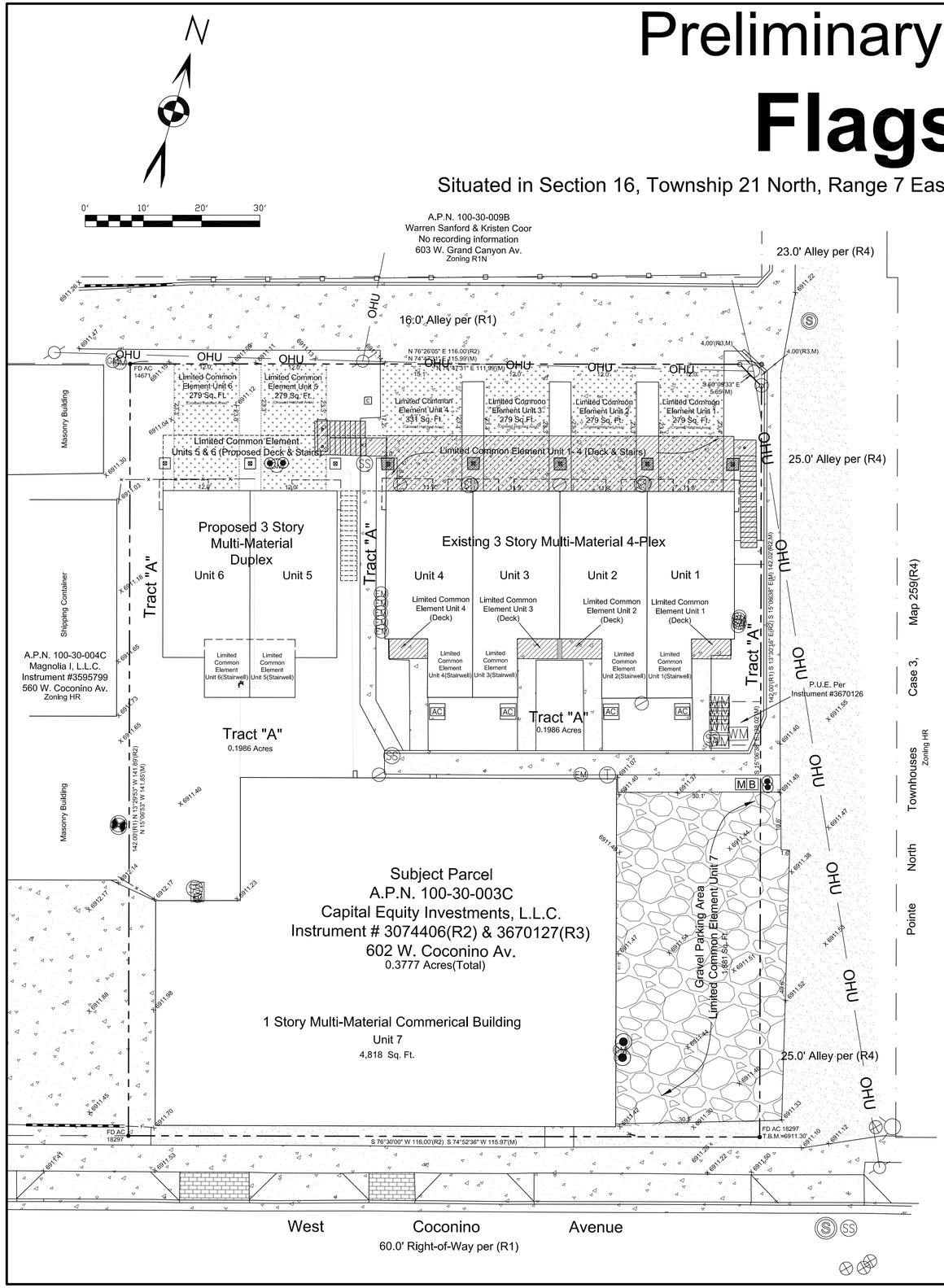
PRELIMINARY CONDOMINIUM PLAT For FLAGSTAFF LOFTS Located At @ 602 W. COCONINO AVE., FLAGSTAFF, AZ.

SHEET 1 of 12

JOB #12005
ID: COCO604

Preliminary Condominium Plat
of
Flagstaff Lofts

Situated in Section 16, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona.



Legal Description(Parent Parcel):

Lots 11 through 14 inclusive and the Easterly 16 feet of Lot 15, Block I-1, Townsite of Flagstaff, according to File 1 of Maps, Map 33, records of Coconino County, Arizona (C.C.R.) (R1), said parcel being situated in the Southeast Quarter of Section 16, Township 21 North, Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows;

BEGINNING at the Southeast corner of said Lot 11;

thence S 76°30'00" W, along the North Right-of-Way line of Coconino Avenue as shown on said (R1) [Basis of Bearings (Case 3, Map 259)(R2)], for a distance of 116.02 feet;

thence N 13°29'53" W, for a distance of 141.89 feet to a point on the Southerly alley line of the East-West alley of said Block I-1;

thence N 76°26'05" E, along said Southerly alley line, for a distance of 116.00 feet to the Northeast corner of said Lot 11;

thence S 13°30'16" E, along the Easterly lot line of said Lot 11, for a distance of 142.02 feet [Record 142.00 feet(R1)] to the **POINT OF BEGINNING.**

EXCEPT description of corner cut-off, located in the Southwest one-quarter of Section 16, Township 21 North, Range 7 East of the Gila and Salt River Meridian (SE/4 Sec. 16, T21N, R7E, G&SRM) Coconino County, Arizona.

Being a portion of Lot 11, Block I-1, Flagstaff Townsite per File 1 of Maps, Map 33, Coconino County records and being more particularly described as follows;

COMMENCING at the Northeast corner of Lot 11, Block I-1 as marked by a rebar with Aluminum cap stamped "LS 18297" (the **TRUE POINT OF BEGINNING)** thence 4.00 feet Southeasterly along the East line of Lot 11 to a point;

thence Northwesterly to a point on the North line of Lot 11 which is 4.00 feet distant from the Northeast corner of Lot 11;

thence Northeasterly along the North line of Lot 11 a distance of 4.00 feet to the **TRUE POINT OF BEGINNING** of this description.

Basis of Bearings and Elevations:

A note on Basis of Bearing and Coordinate System:

Linear Unit: International Foot
Geodetic Datum: North American Datum 1983
System: Arizona LDP (Low Distortion Projection)

Projection: Transverse Mercator
Latitude of grid origin: 35° 00' 00" N
Longitude of Central Meridian: 111° 37' 00" W
Northing at grid origin: 0.000 ft
Easting at Central Meridian: 70,000.000 ft.
Central Meridian Scale Factor: 1.000333 (exact)

All distances and bearings shown hereon are grid values based on the preceding projection definition. The projection was defined such that grid distances are equivalent to "ground" distances within the project area.

The Basis of Bearings is Geodetic North based on GPS measurements. These bearings have been rotated to grid for the City of Flagstaff Low Distortion Projection. All bearings and distances shown on this map are grid per the preceding definition.

Elevations: The Benchmark elevation as shown was derived through GPS RTK observation and the datum is NAVD88. The spot elevations were received from Britt DeMuth, Arizona L.S. 15853 and were adjusted to fit the Benchmark.

Owner/Developer:

Capital Equity Investments, L.L.C.
Brian A. Craig
P.O. Box 23572
Flagstaff, AZ, 86002
Ph. No. 928-556-0989

Recording Instruments(Original):

Instrument #3074406 and #3670127, records of Coconino county.

Current Zoning(Subject Parcel):

High Density Residential (HR), City of Flagstaff

Water Supply Note:

The City of Flagstaff provides water (utility) service pursuant to State law and is currently operating under a Designation of Adequate Water Supply granted by the Arizona Department of Water Resources, Application No. 41-900002.0002.

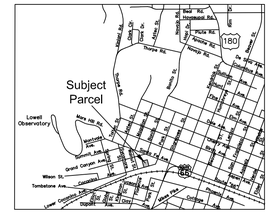
FEMA Flood Note:

Per FIRM Map No. 04005C6809G, Panel 6809 dated September 3, 2010, the Subject Parcel (this subdivision) is entirely within Zone X which is outside the 0.1% (100-year) annual chance floodplain but within the 0.2% (500-year) annual chance floodplain.

Legend/Record Information:

- C - Communication Riser.
- E - Electric Meter.
- ⊘ - Utility Pole.
- T - Telephone Service.
- GV - Gas Valve.
- G - Gas Meter.
- AC - Air Conditioner.
- CO - Sewer Cleanout.
- S - Sewer Manhole.
- ▪ - Proposed CMU Column.
- ▪ - Existing CMU Column.
- ▪ - Existing 4"x4" Column.
- ——— - Overhead Utility Lines.
- X 0,00 - Spot Elevation.
- ● - Found Corner as noted.
- ○ - Set 1/2" rebar w/Cap 14671.
- ○ - Calculated Point.
- MB - Mail Box.
- WM - Water Meter.
- ⊗ - Water Valve.
- ◯ - Fire Hydrant.
- ⚑ - Yard Hydrant.
- ⊘ - Irrigation Control Valve.
- ◉ - Guardpost (Bollard).
- ——— - Wood Fence.
- —·— - Chainlink Fence.
- —\—\— - Wrought Iron Fence.
- ——— - Gate.

(R1)- File 1 of Maps, Map 33, C.C.R.(Townsite of Flagstaff)
(R2)- Instrument #3074406, C.C.R.
(R3)- Instrument #3670127, C.C.R.
(R4)- Case 3, Map 259, C.C.R.(Pointe North Townhouses)



Vicinity Map (Not to Scale)

CERTIFICATION:

This is to certify that the survey on which this plat is based was performed directly under my supervision during August and September of 2018, and is true and correct to the best of my knowledge.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
30364
MICHAEL J. STARK
3-4-19
Date Signed
ARIZONA, U.S.A.
Expires 9-30-20

Declaration and Dedication:

State of Arizona }
} SS
County of Coconino }

KNOW ALL MEN BY THESE PRESENTS:

That Brian A. Craig on behalf of Capital Equity Investments, L.L.c., an Arizona Limited Liability Company have subdivided that parcel as described in Instrument # 3074406 and #3670127, records of Coconino county, under the name , **FLAGSTAFF LOFTS**, a "Condominium" pursuant to ARS #33-1201 et seq., situated in the Southwest Quarter of Section 21, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, as shown and platted hereon and hereby publishes this plat as, and for, the plat of said **FLAGSTAFF LOFTS** and further declares that said plat sets forth the location and gives the dimensions and measurements of the individual units and easements, and that each individual unit and easement shall be known by its number or other designation, given to each on this plat. Declarant does hereby dedicate the areas shown as "Limited Common Element" as those areas designated to those certain units as shown on sheet 1. Declarant does hereby dedicate the building and all interior bearing structures, whether shown or not, and all surrounding land including that land designated as Tract "A", as a "Common Elements". Declarants do hereby dedicate Tract "A" of **FLAGSTAFF LOFTS** as a Private Utility Easement. Declarants do hereby declare that emergency and garbage vehicles shall access and service **FLAGSTAFF LOFTS** via the existing streets and alleys previously dedicated to the City of Flagstaff by the existing subdivisions.

The Declaration of Condominium is files concurrently with this plat in Instrument # _____, records of Coconino county, Arizona.

IN WITNESS WHEREOF:

Brian A. Craig has hereunto caused his name to be affixed and the same to be attested by his signature as Brian A. Craig hereunto duly authorized.

This_____day of_____, 2019.

By:_____
Brian A. Craig,
On behalf of Capital Equity Investments, L.L.C., an Arizona Limited Liability Company

ACKNOWLEDGMENT:

ACKNOWLEDGMENT:

State of Arizona }
} SS
County of Coconino }

On this ___ day of _____, 2019, before me, appeared Brian A. Craig, who acknowledged himself to be duly authorized to execute the forgoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Notary Public

Utility Acknowledgements:

_____ Century Link Date

_____ Unisource Energy Date

_____ Arizona Public Service Date

_____ Suddenlink Date

City of Flagstaff Approvals:

It is hereby certified that this Plat has been officially approved for the record by the City of Flagstaff, Coconino County, Arizona, on this ___ day of _____, 2019.

By:_____, Mayor.

Attest:_____, City Clerk.

It is hereby certified that this Plat has been officially approved for the record by the Community Development Planning Director and by the City Engineer, City of Flagstaff, Coconino County, Arizona on this ___ day of _____, 2019.

By: _____, Planning Director.

By: _____, City Engineer.

It is hereby certified that this Plat has been officially approved for the record by the Public Works Director and by the Water Services Director, City of Flagstaff, Coconino County, Arizona on this ___ day of _____, 2019.

By: _____, Public Works Director.

By: _____, Water Services Director.

Surveyor's Notes:

Title Report- Any easements shown on this plat are per Pioneer Title Agency, Inc. Report of Title No.90300762 .

New Construction- Units 5 and 6 are proposed and not yet constructed. Unless this subdivision is replatted, the Smith Architect plans titled "New Duplex at 602 W. Coconino Av.", Job #1712 must be used.

Condominium Limits- The limits of these condominiums are from finished floor to ceiling vertically and finished wall to finished wall horizontally as they exist or are planned to exist.

Contours- Due to the fact that the site is so flat, instead of generating contours, we felt that it would be more informative to show spot elevations.

Building Demolition- A portion of the commercial unit will have to be demolished in order to construct Units 5 and 6. That portion is shown in dotted linetype.

Deck Modification- Per the Smith Architects plans for proposed Units 5 and 6, the deck on the North side, second floor of existing Units 1 through 4 will be extended to attach with the new deck on the North side, second floor of proposed Units 5 and 6. Subsequently, the existing stairs/landing on the West side of the existing deck will have to be modified and/or removed and replaced. The deck/stairs for Units 5 and 6 as shown on this plat are per the Smith Architect plans.

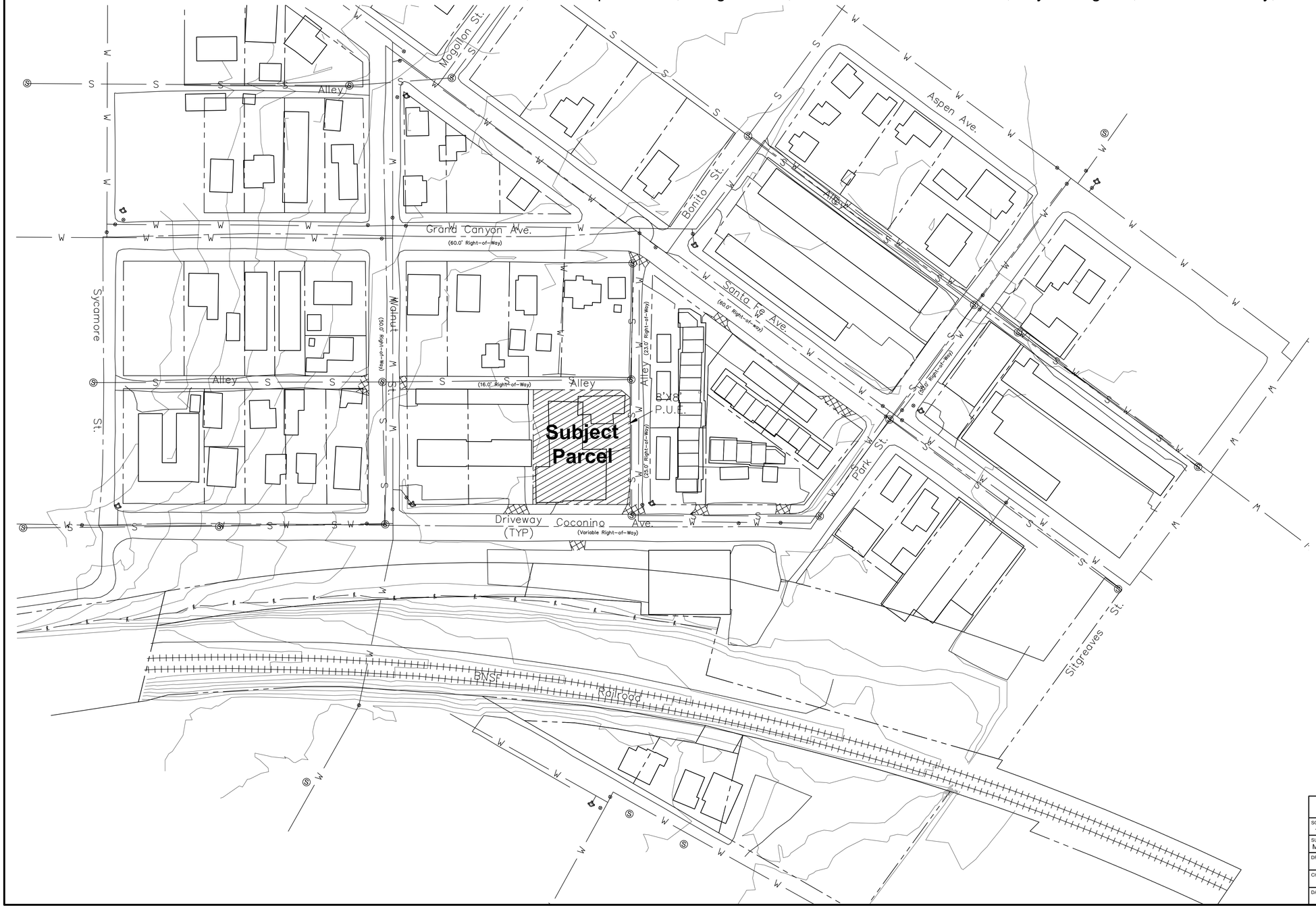
Revisions: City of Flagstaff Comments, 12-7-18, M.J.S.
City of Flagstaff Comments, 1-9-19, M.J.S.
City of Flagstaff Comments, 2-6-19, M.J.S.
City of Flagstaff Comments, 3-4-19, M.J.S.

Northland Exploration Surveys, Inc.
528 West Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058 FAX (928) 774-3089

SCALE: 1" = 10.0'	Preliminary Condominium Plat of **Flagstaff Lofts** Situated in Section 16, Township 21 North, Range 7 Ease, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona.
SURVEYOR: MBH EAW JFW MJS	
DRAWN: M. J. Stark	
CHECKED: K. A. KRENKE	
DATE: March 4, 2019	
SHEET 2 OF 12	
JOB NO. 18-067	

Preliminary Condominium Plat
of
Flagstaff Lofts

Situated in Section 16, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona.



CERTIFICATION:

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
30364
MICHAEL J. STARK
Date Signed 3-4-19
ARIZONA, U.S.A.
Expires 9-30-20

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SCALE: 1" = 60.0'	Preliminary Condominium Plat of **Flagstaff Lofts** Situated in Section 16, Township 21 North, Range 7 Ease, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona.	SHEET 3 OF 12
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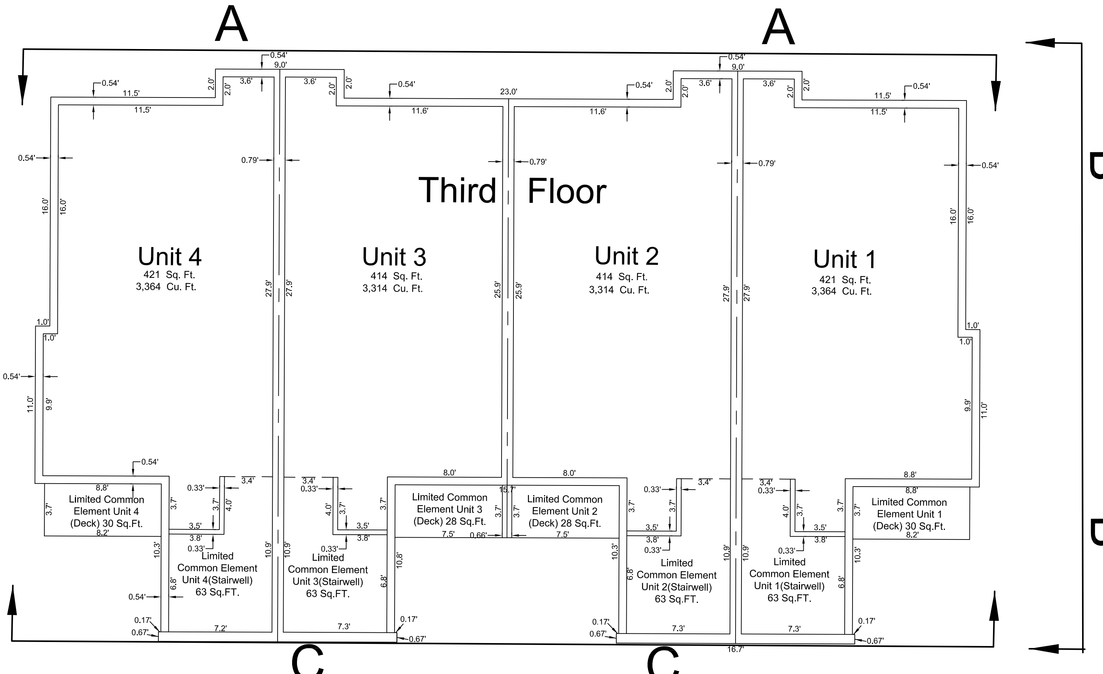

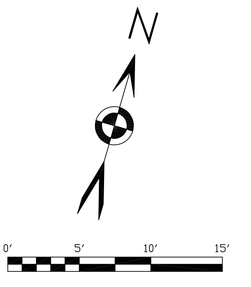

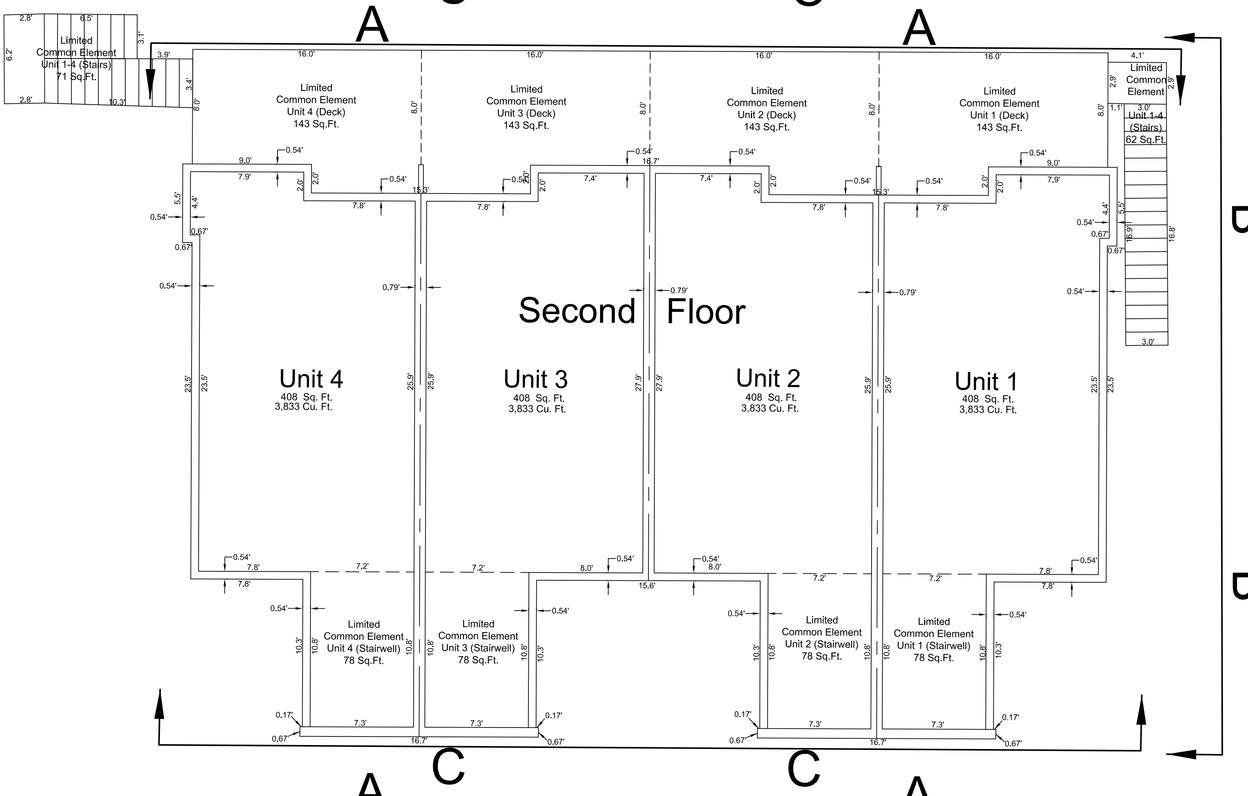

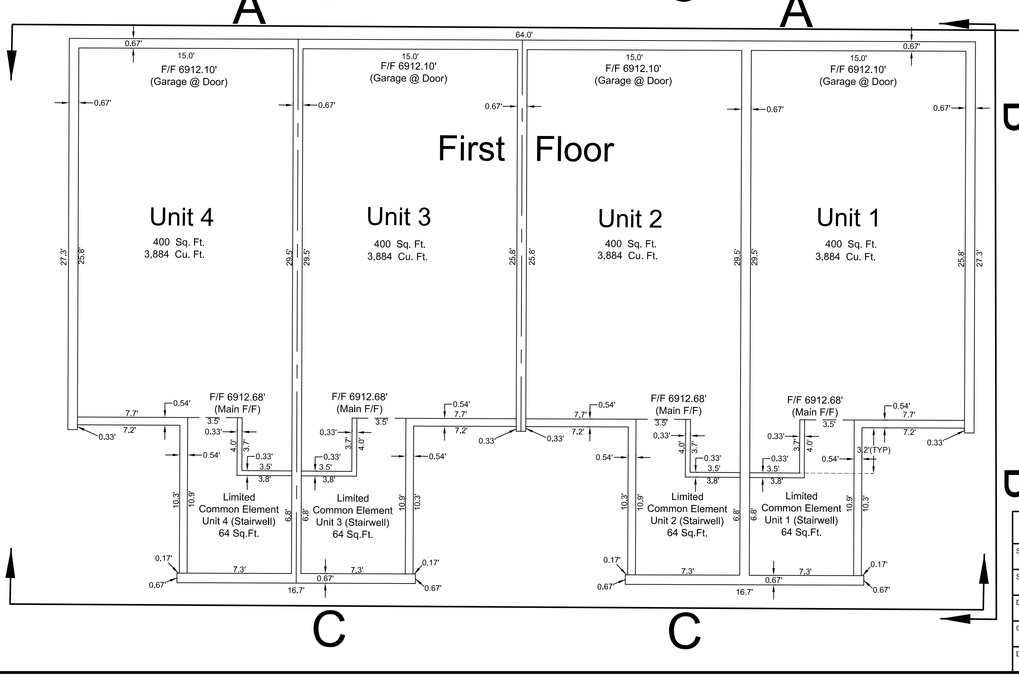

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Northland Exploration Surveys, Inc.
528 West Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058 FAX (928) 774-3089

SCALE:	1" = 5.0'
SURVEYOR:	EAW MBH JFW MJS
DRAWN:	M. J. Stark
CHECKED:	K. A. Krenke
DATE:	March 4, 2019

Preliminary Condominium Plat
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SHEET 4 OF 12
JOB NO. 18-067

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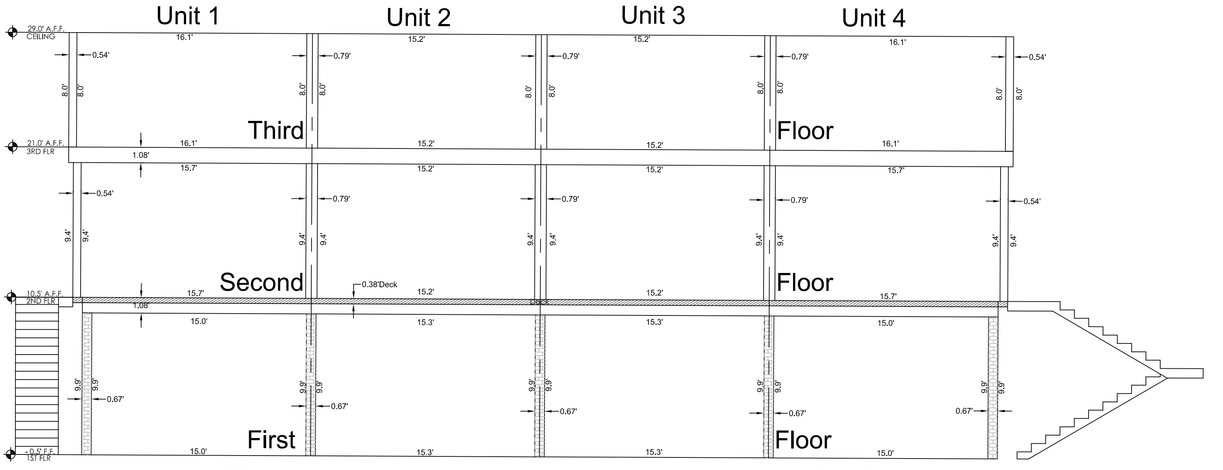
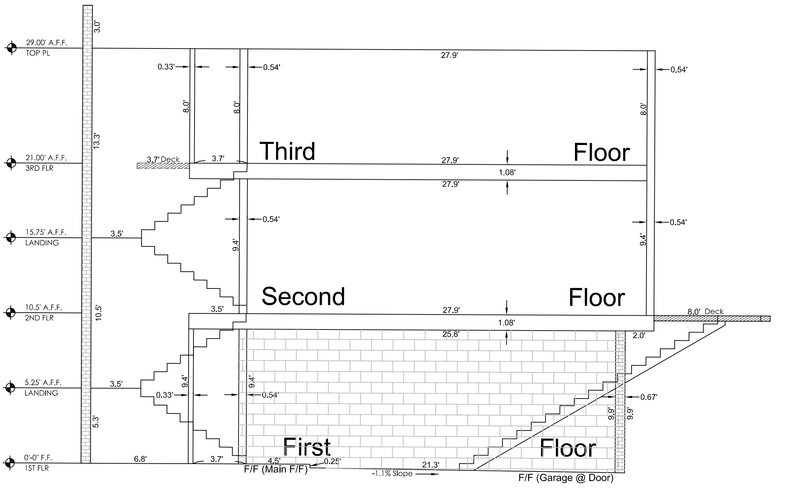
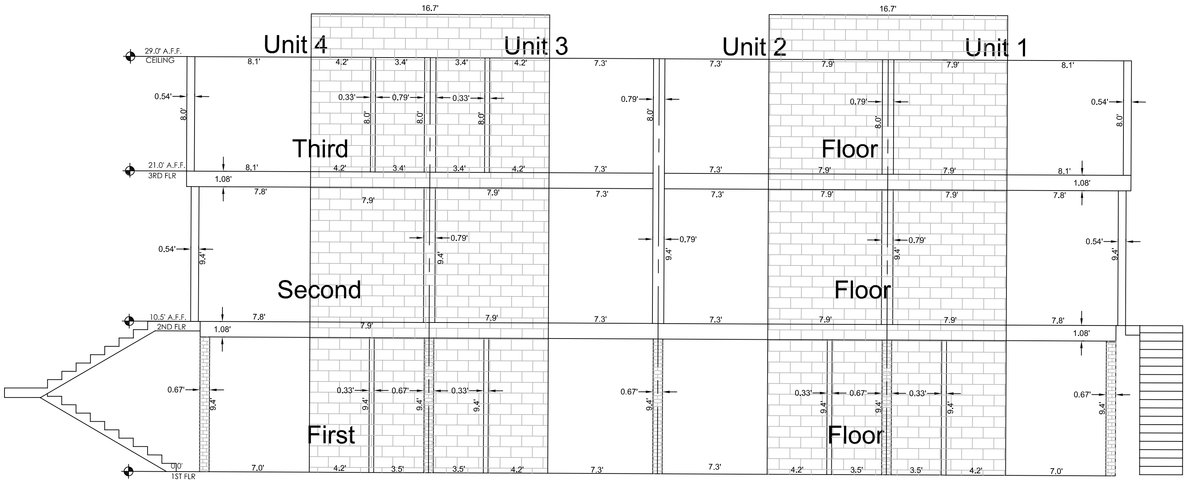


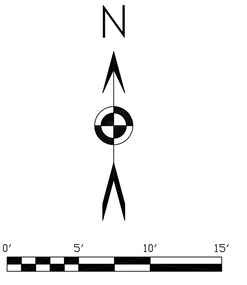
Section A-A



Section B-B



Section C-C



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DRAWN:	M. J. Stark
CHECKED:	K. A. Krenke
DATE:	March 4, 2019

Preliminary Condominium Plat
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SHEET 5 OF 12
JOB NO. 18-067

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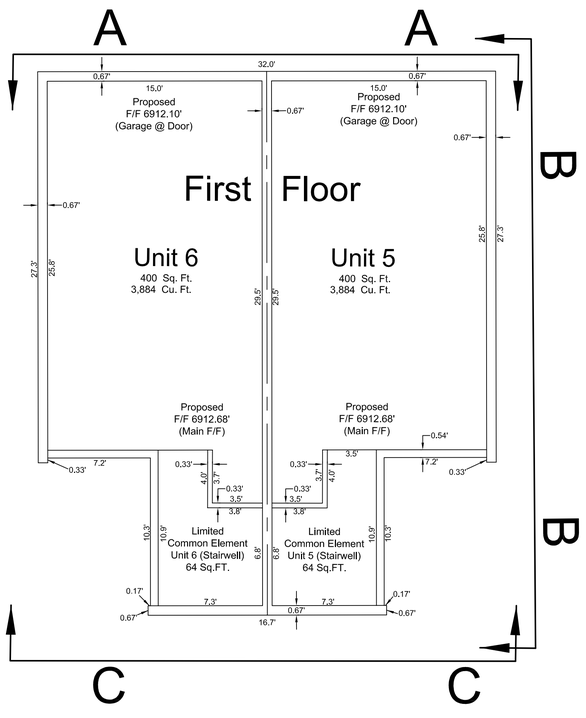

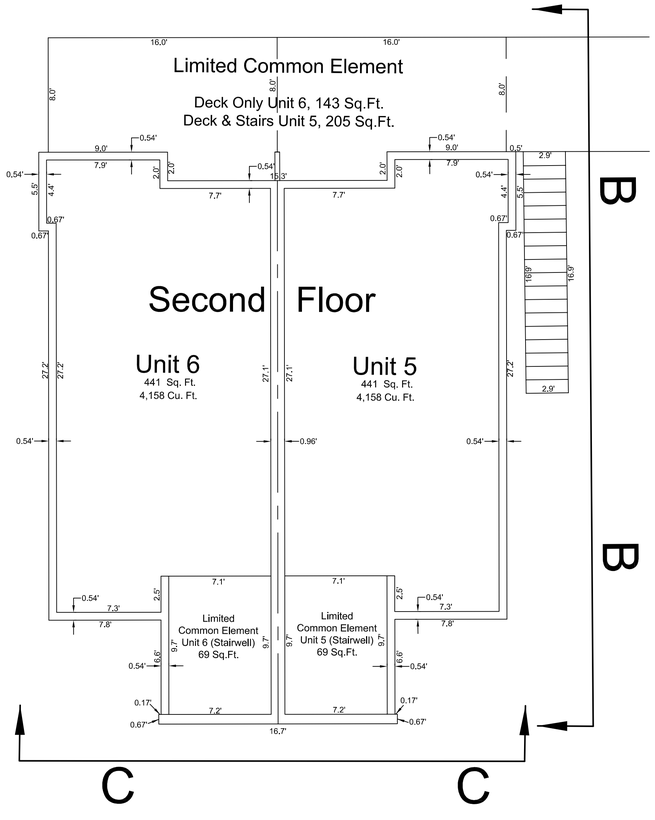

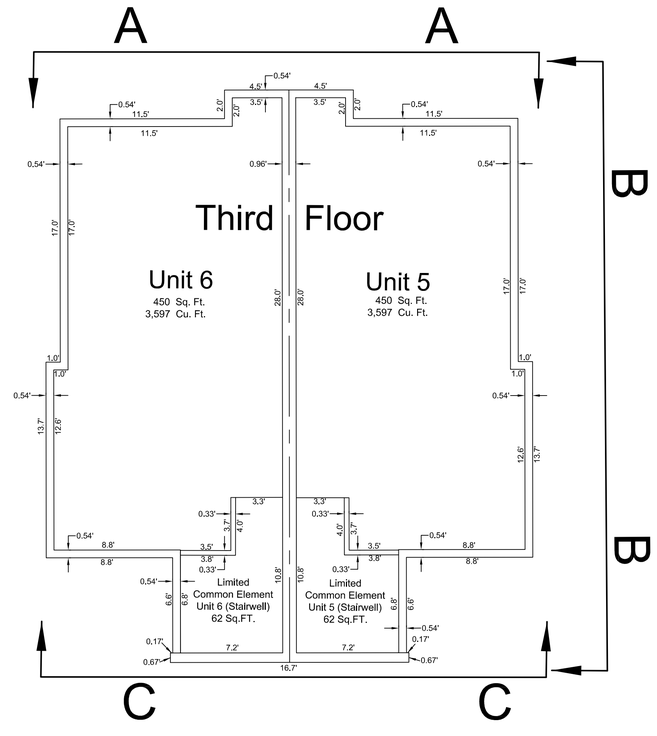

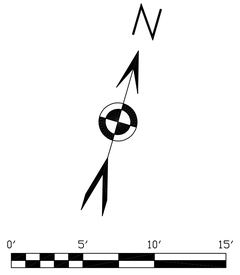

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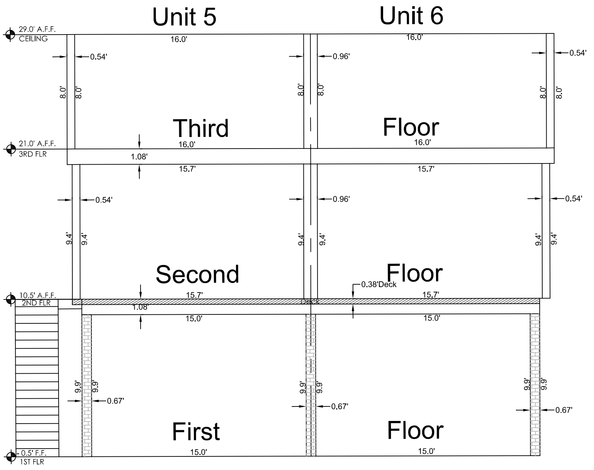
Northland Exploration Surveys, Inc.
528 West Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058 FAX (928) 774-3089

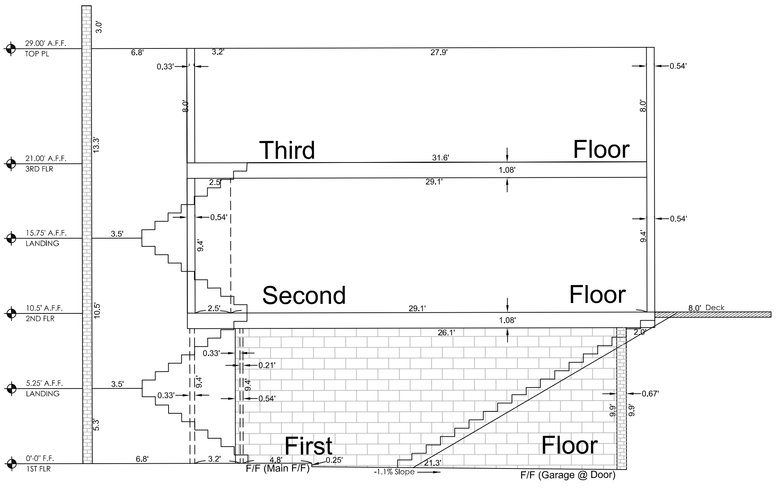
SCALE: 1" = 5.0'	Preliminary Condominium Plat of **Flagstaff Lofts** Situated in Section 16, Township 21 North, Range 7 Ease, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona.	SHEET 6 OF 12
SURVEYOR: MBH EAW JFW MJS		
DRAWN: M. J. Stark		JOB NO. 18-067
CHECKED: K. A. KRENKE		
DATE: March 4, 2018		

Preliminary Condominium Plat
of
Flagstaff Lofts

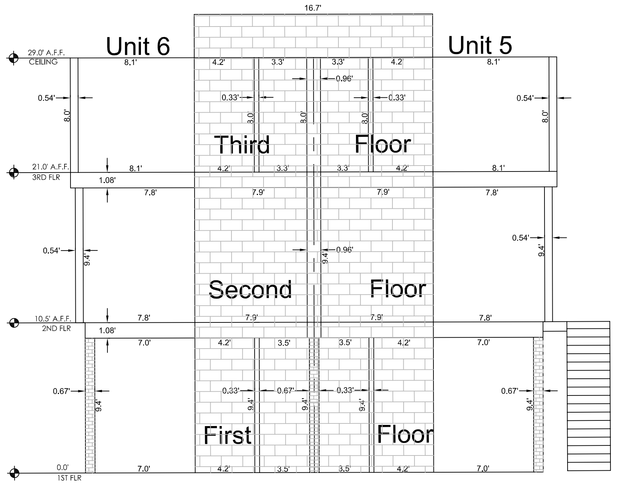
Situated in Section 16, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona.



Section A-A



Section B-B



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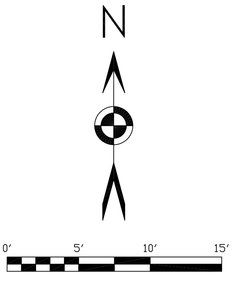

CERTIFICATION:

This is to certify that the survey on which this plat is based was performed directly under my supervision during August and September of 2018, and is true and correct to the best of my knowledge.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
30364
MICHAEL J. STARK
3-4-19
Date Signed
ARIZONA, U.S.A.
Expires 9-30-20

Revisions: City of Flagstaff Comments, 12-7-18, M.J.S.
City of Flagstaff Comments, 1-9-19, M.J.S.
City of Flagstaff Comments, 2-6-19, M.J.S.
City of Flagstaff Comments, 3-4-19, M.J.S.

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SURVEYOR: EAW MBH JFW MJS		
DRAWN: M. J. Stark		
CHECKED: K. A. Krenke		JOB NO. 18-067
DATE: March 4, 2019		

Preliminary Condominium Plat
of
Flagstaff Lofts

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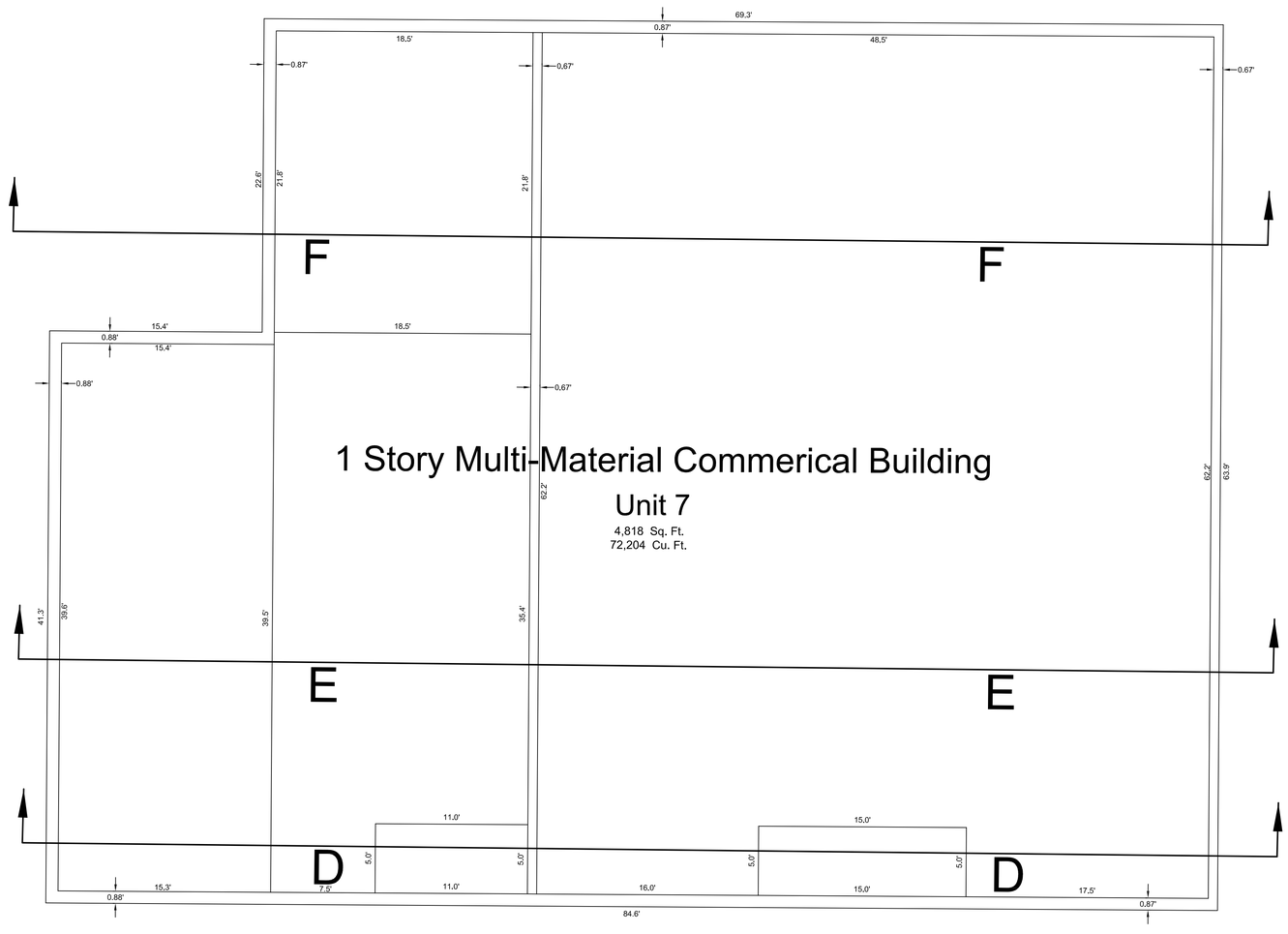

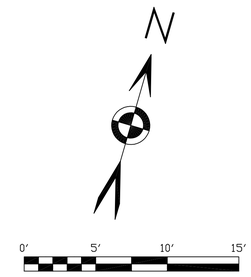

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SURVEYOR: MBH EAW JFW MJS		
DRAWN: M. J. Stark		JOB NO. 18-067
CHECKED: K. A. KRENKE		
DATE: March 4, 2019		

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of
Flagstaff Lofts

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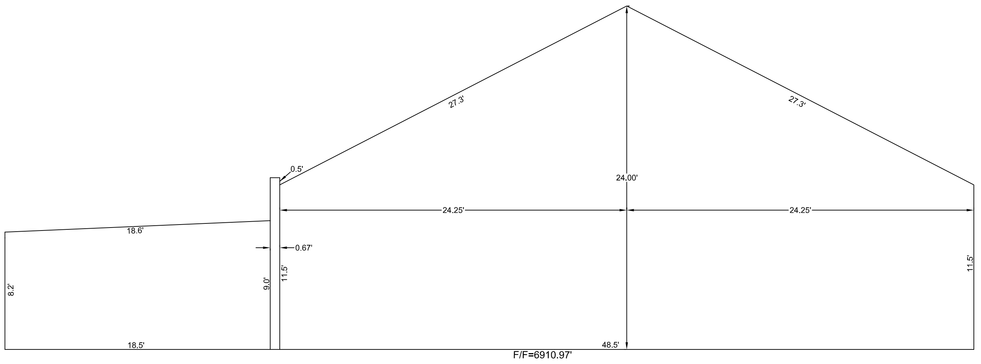
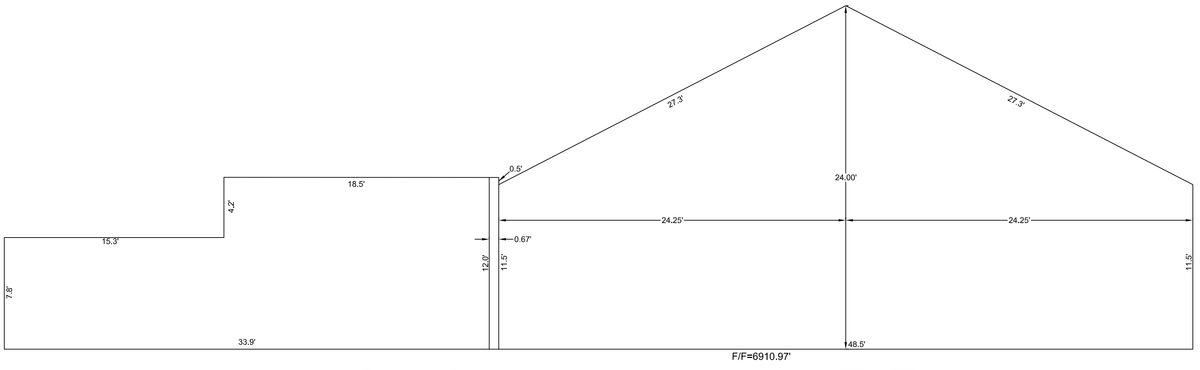


Section F-F



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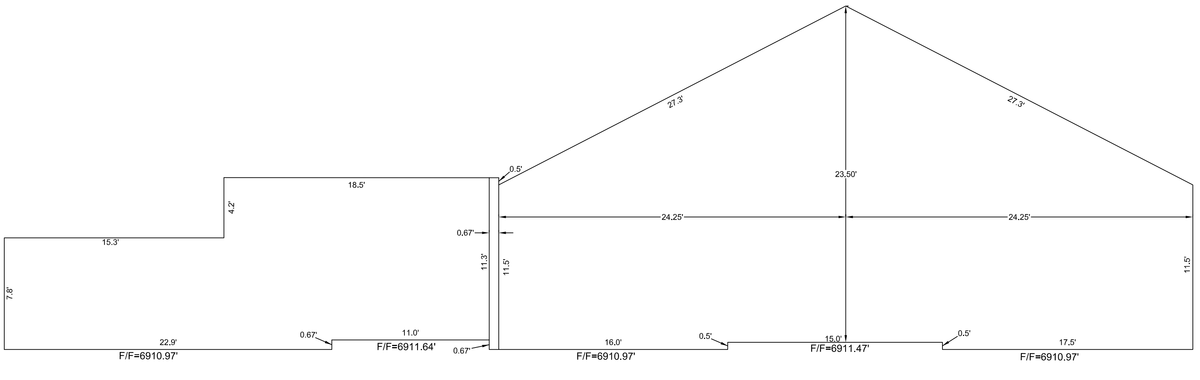

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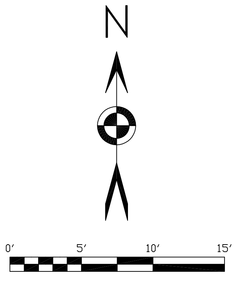

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SURVEYOR: EAW MBH JFW MJS		
DRAWN: M. J. Stark		
CHECKED: K. A. Krenke		JOB NO. 18-067
DATE: March 4, 2019		

Preliminary Condominium Plat

Flagstaff Lofts

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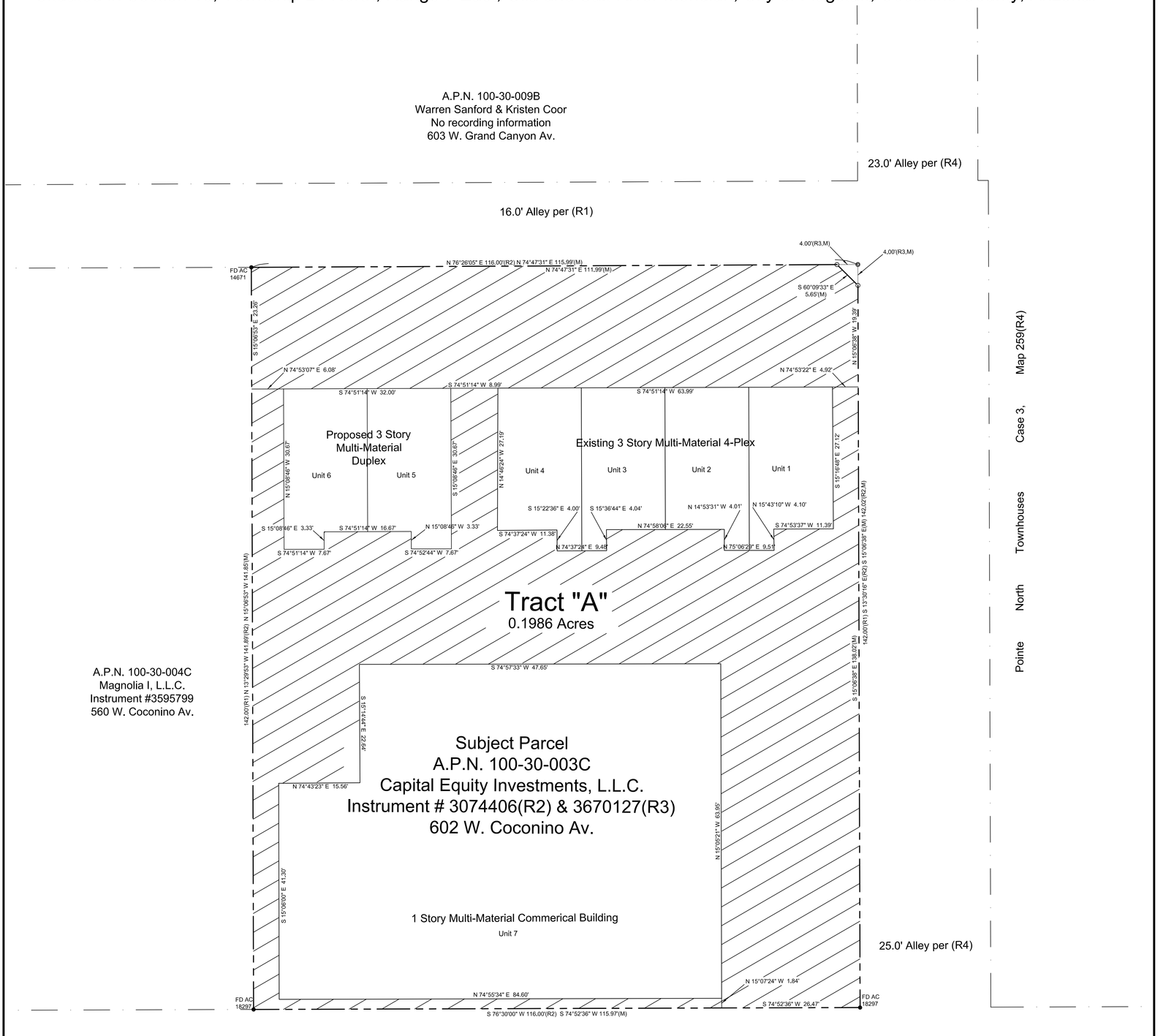

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CERTIFICATE NO.
30364
MICHAEL J. STARK
3-4-19
Date Signed
ARIZONA, U.S.A.
Expires 9-30-20

Legend/Record Information:

● - Found Corner as noted,
○ - Set 1/2" rebar w/Cap 14671,
⊙ - Calculated Point,
(R1)- File 1 of Maps, Map 33, C.C.R.(Townsite of Flagstaff)
(R2)- Instrument #3074406, C.C.R.
(R3)- Instrument #3670127, C.C.R.
(R4)- Case 3, Map 259, C.C.R.(Pointe North Townhouses)

Revisions: City of Flagstaff Comments, 12-7-18, M.J.S.
City of Flagstaff Comments, 1-9-19, M.J.S.
City of Flagstaff Comments, 2-6-19, M.J.S.
City of Flagstaff Comments, 3-4-19, M.J.S.

N

0' 10' 20' 30'

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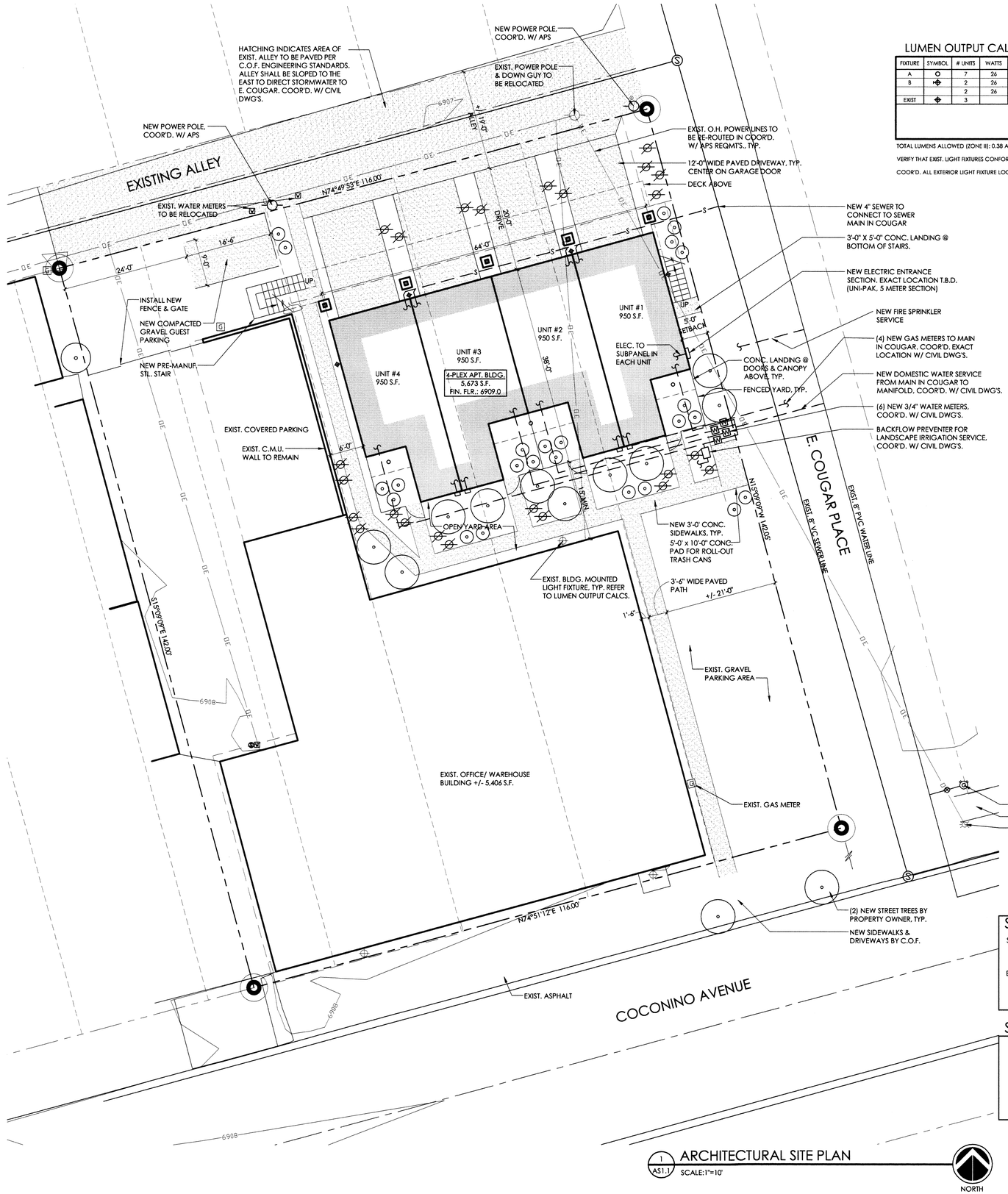
SURVEYOR: EAW MBH JFW MJS	
DRAWN: M. J. Stark	
CHECKED: K. A. Krenke	
DATE: March 4, 2019	

SHEET 10 OF 12
JOB NO. 18-067



LUMEN OUTPUT CALCULATIONS

FIXTURE	SYMBOL	# UNITS	WATTS	TYPE	MANUFACTURER & MODEL	SHIELDING	LUMENS EACH	LUMENS TOTAL
A	○	7	26	QF	GARDCO 220	FULL	1,800	12,600
B	⊕	2	26	QF	GARDCO 101	FULL	1,800	3,600
		2	26	QF	GARDCO 101	FULL	1,800 x .25	900
EXIST	⊕	3						
							TOTAL NON LPS	17,100
							TOTAL FULLY SHIELDED	17,100
							TOTAL PARTIALLY SHIELDED & UNSHIELDED	0
							TOTAL ALL TYPES	17,100

TOTAL LUMENS ALLOWED (ZONE III): 0.38 ACRES x 50,000 LUMENS PER ACRE = 19,000 LUMENS ALLOWED

VERIFY THAT EXIST. LIGHT FIXTURES CONFORM WITH CITY ORDINANCE. LOCATIONS INDICATED ON SITE PLAN

COOR'D. ALL EXTERIOR LIGHT FIXTURE LOCATIONS W/ FLOOR PLANS & ELEC. DWG'S.

SITE LANDSCAPE CALCULATIONS

STREET BUFFER:
E COUGAR PLACE: 75 LIN. FT.
(3) TREES, (6) SHRUBS, (6) GROUNDCOVER

BUILDING FOUNDATION:
226 LIN. FT.
(9) TREES, (18) SHRUBS, (18) GROUNDCOVER

SITE LANDSCAPE LEGEND

- NEW 15 GAL. NATIVE TREE
- NEW 1 GAL. NATIVE SHRUB
- NEW 1 GAL. NATIVE GROUNDCOVER

* OWNER TO COOR'D W/A LANDSCAPER TO DETERMINE EXACT PLANT SPECIES & LOCATION.

1 AS1.1 ARCHITECTURAL SITE PLAN
SCALE: 1"=10'

NORTH

REVISION: DATE:

NEW APARTMENTS AT
604 W. COCONINO
FLAGSTAFF, ARIZONA

smith ARCHITECTS inc.
ARCHITECTURE | PLANNING | COLLABORATION
1503 S. YALE STREET, SUITE 200
FLAGSTAFF, ARIZONA 86001
PH: 928.779.5993
FX: 928.774.0785

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REGISTERED ARCHITECT
CERTIFICATE NO.
40697
RYAN E. SMITH
12/27/12
PRESCOTT, ARIZONA
EXPIRES: 6/30/13

DRAWN BY: A.PUCCIARELLI
REVIEW BY: R.SMITH

PROJECT NO.: 1210

DATE: DECEMBER 27, 2012

SHEET: AS1.1

ARCHITECTURAL SITE PLAN

SHEET 3 OF 30

FILE: 1210_AS1.1.dwg LAST UPDATE: 12-27-12 LAST PLOT: 12-27-12

SITE PLAN LEGEND

HATCH INDICATES AREA OF WORK FOR NEW BUILDING

HATCH INDICATES AREA OF NEW IMPERVIOUS PAVING. COOR'D. w/ CIVIL DWG'S.

HATCH INDICATES MIN. REQUIRED COMMON OPEN SPACE AREA (DECK ABOVE DRIVEWAYS NOT SHOWN ON SITE PLAN)

LANDSCAPE LEGEND:

TREES

(NATIVE)
QUAKING ASPEN, POPULUS TREMULOIDES(QTY = 3) #15 CONTAINERS
MATURE SIZE: 12' w. x 30' h.

(NATURALIZED)
GAMBLES OAK, QUERCUS GAMBELLI(QTY = 5) #15 CONTAINERS
MATURE SIZE: 15' w. x 25' h.

SHRUBS

(NATIVE)
NEW MEXICO PRIVET, FORESTIERA NEOMEXICANA(QTY = 1) #1 CONTAINERS
MATURE SIZE: 8' w. x 10' h.

(NATIVE)
LITTLE BLUESTEM, SCHIZACHYRIUM SCOPARIUM (QTY = 13) #1 CONTAINERS
MATURE SIZE: 2' w. x 2" h.

(NATIVE)
SWITCH GRASS, PANICUM VIRGATUM 'SHENENDOAH' (QTY = 19)#1 CONTAINERS
MATURE SIZE: 3' w. X 4' h.

GROUNDCOVERS (GC)

(Non-Native)
PURPLELEAF WINTERCREEPER, EUONYMUS FORTUNEI 'COLORATUS'
1# CONTAINERS
(QTY =10) MATURE SIZE: 18' x 3'.

SITE LANDSCAPE CALCULATIONS:

(AS SPECIFIED BY COF CONCEPT PLAN 1ST SUBMITTAL 6-13-17)

BUILDING FOUNDATION:
(3) TREES, (6) SHRUBS, (6) GROUNDCOVER

STREET BUFFER:
E. COCONINO AVE.
REPLACE EXISTING TREE DISEASED/ DYING TREE

PARKING LOT:
(2) TREES, (4) SHRUBS, (4) GROUNDCOVER

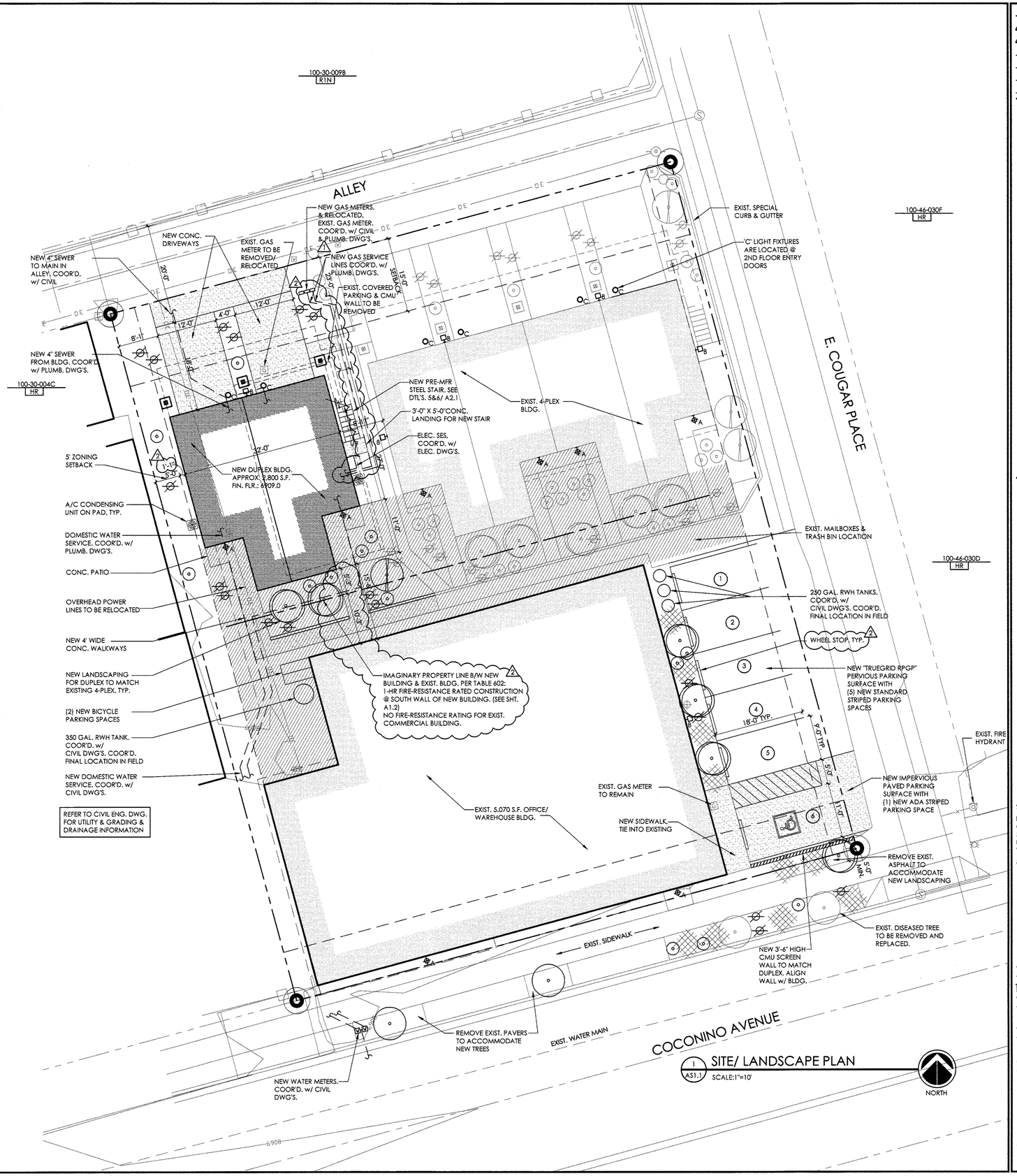
LANDSCAPE NOTES:

1. ALL LANDSCAPE AREAS SHALL RECEIVE 4" D. ORGANIC MULCH (WOOD CHIPS), OR ½" DECOMPOSED GRANITE.
2. PLANT BACKFILL MIX SHALL CONSIST OF 50% AMENDED TOPSOIL AND 50% NATIVE SOIL TO IMPROVE SOIL STRUCTURE AND NUTRIENT CONTENT.
3. ALL LANDSCAPE PLANTINGS ARE XERISCAPE (NATIVE OR NATURALIZED PER CITY OF FLAGSTAFF'S PLANT LIST) "HYDROZONE 2."
4. LANDSCAPING IN R.O.W. TO COMPLY WITH REQUIREMENTS IN ENGINEERING STANDARDS, TITLE 18 PER CITY OF FLAGSTAFF.
5. ROOT BARRIER SHALL BE PROVIDED AT TREES PLANTED LESS THAN 5' FROM SIDEWALKS AND CURBS.
6. TIE NEW LANDSCAPING INTO EXIST. IRRIGATION SYSTEM
7. ALL NEW LANDSCAPE SPECIES TO MATCH EXISTING SPECIES AT EXISTING COMPLEX. V.I.F.
8. PROVIDE 1" DIA. CINNAMON OR EQUAL GRAVEL (MIN. 2" DEPTH) w/ DEWITT WEED BARRIER THROUGHOUT TO MATCH EXISTING

LUMEN OUTPUT CALCULATIONS

FIXTURE	SYMBOL	# UNITS	WATTS	TYPE	MANUFACTURER & MODEL	SHIELDING	LUMENS EACH	LUMEN REDUCTIONS FOR RECESSED FIXTURES	LUMENS TOTAL
A	A	8	25	IN	HAMPTON BAY WALL LANTERN	FULL	135		1,080
B	B	6	26	NSA LED	BEACON TRAVERSE	FULL	2,434		14,604
C	C	6	25	IN	LITHONIA '6VF26' RECESSED CAN	FULL	135	X .25 = 33.75	202.5
								TOTAL NON LPS/ NON-NSALED	1,282.5
								TOTAL FULLY SHIELDED	15,886.5
								TOTAL PARTIALLY SHIELDED & UNSHIELDED	0
								TOTAL ALL TYPES	15,886.5

TOTAL LUMENS ALLOWED (ZONE 2):
.38 ACRES x 50,000 LUMENS PER
ACRE = 19,000 LUMENS ALLOWED



REVISION:	DATE:
1 COF COMMENTS	11-09-17
2 COF COMMENTS	12-26-17

NEW DUPLEX APARTMENTS AT
602 W. COCONINO
FLAGSTAFF, ARIZONA

SMITH ARCHITECTS inc.
ARCHITECTURE | PLANNING | COLLABORATION
1503 S. YALE STREET, SUITE 200
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REGISTERED ARCHITECT — CERTIFICATE NO. 40697 — RYAN E. SMITH — 1/10/18 — STATE OF ARIZONA, U.S.A. — EXPIRES: 6/30/19

DRAWN BY:	REVIEW BY:
T.SCANTLEBURY	R.SMITH

PROJECT NO.: 1712

DATE: OCTOBER 10, 2017

SHEET: AS1.1

ARCHITECTURAL SITE PLAN

FILE: FILENAME.dwg LAST UPDATE: 8-23-17 LAST PLOT: 8-23-17

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Shannon Anderson, Human Resources Director

Date: 04/29/2019

Meeting Date: 05/07/2019

TITLE:

Consideration and Adoption of Ordinance No. 2019-10: An ordinance amending the Employee Handbook of regulations relating to General Definitions, Grievance Procedures, Employee Advisory Committee, Performance Evaluation System, Purchase Day Program, and Use of City Vehicles.

STAFF RECOMMENDED ACTION:

At the May 7, 2019 Council Meeting:

1) Read Ordinance No. 2019-10 by title only for the first time
2) City Clerk reads Ordinance No. 2019-10 by title only (if approved above)

At the May 21, 2019 Council Meeting:

3) Read Ordinance No. 2019-10 by title only for the final time
4) City Clerk reads Ordinance No. 2019-10 by title only (if approved above)
5) Adopt Ordinance No. 2019-10

Executive Summary:

There are clarifications needed in the Employee Handbook of Regulations in order to make explanations as clear as possible. Human Resources was also notified of a few omissions or changes after the previous ordinance was adopted by City Council. The following are recommendations for City Council's consideration:

General Definition of Emergency Service Employees: Fleet Services was omitted from Ordinance 2018-35 and "Vehicle Shop Personnel" was originally included in list of emergency service employees in the original Residency Requirement policy 1-60-010, so recommending this work group be added into the definition. Industrial Waste changed their name to Industrial Pre-Treatment in February 2019.

Grievance Procedure: Clarifying the Deputy City Manager and City Manager will work together on a final grievance ruling, so the employee does not expect a response from the Deputy City Manager and City Manager.

Employee Advisory Committee: Updating the structure of the Employee Advisory Committee to account for the reorganization approved by City Council through Ordinance 2018-30.

Performance Evaluation System: Adding language about the online benefit system processes designed by the organization, which includes moving the exempt evaluations to the employee's anniversary or classification date and changing the overall evaluation score methodology. Updating the intervals in which evaluations are completed by certain work groups.

Purchase Day Program: Updating to "open enrollment period" rather than defining dates since the first full two weeks in May change each year. Clarifying the employee must use all accrued vacation prior to being eligible to use any purchase days in accordance with the Internal Revenue Service.

Use of City Vehicles: Updating radius language to match Residency Requirement policy 1-60-010 adopted in Ordinance 2018-35. Clarifying language provided by Risk Management related to Worker's Compensation.

Financial Impact:

There are no additional financial impacts with these policy recommendations.

Policy Impact:

These recommendations do not impact any other employee related policies.

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

These policy recommendations continue to support the Team Flagstaff Strategic Plan of providing exceptional service and investing in our people by ensuring they have the proper resources.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

The City Council may choose to amend this ordinance prior to adoption.

Community Involvement:

Inform.

Attachments: Res. 2019-10
Addendum 18

ORDINANCE NO. 2019-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, *PERSONNEL SYSTEM,* BY AMENDING THE EMPLOYEE HANDBOOK OF REGULATIONS RELATING TO GENERAL DEFINITIONS; GRIEVANCE PROCEDURE; EMPLOYEE ADVISORY COMMITTEE; PERFORMANCE EVALUATION SYSTEM; PURCHASE DAY PROGRAM; AND USE OF CITY VEHICLES PROVIDING FOR PENALTIES; REPEAL OF CONFLICTING ORDINANCES; SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has authority to approve this Addendum 18 of the Flagstaff Employee Handbook of Regulations pursuant to the Flagstaff City Charter, Article IV.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Code, Chapter 1-14, *Personnel System,* is amended by adopting amendments (Addendum 10) to the Employee Handbook of Regulations ("Handbook"), as follows.

The Employee Handbook of Regulations, Section 1-10-010.01, *General Definitions (Renumbered),* is hereby amended by as shown below (additions are underlined and in caps, deletions are stricken):

"Emergency Service Employees" shall be a non-exempt employee who holds a position in Fire, Police, Streets, FLEET SERVICES, Airport, Water Reclamation and Water Plants, Water Distribution and Wastewater Collection, Industrial ~~Waste~~PRE-TREATMENT, Parks, Facilities Maintenance, Building Inspection, or other positions designated by the Division Director and approved by the Deputy City Manager.

The Employee Handbook of Regulations, Section 1-10-022, *Grievance Procedure,* is hereby amended by as shown below (additions are underlined and in caps, deletions are stricken):

C. APPEAL PROCESS

G. After receiving the written response from the supervisor, if the employee does not feel the grievance is satisfactorily resolved, the employee may file an appeal with the next level of supervision within five (5) working days in writing and shall include the reason for the appeal and why the previous response was unsatisfactory.

H. The next level of supervision shall discuss the grievance with the employee within five (5) working days, gather information from others involved or having information pertinent to the issue, and then shall provide a written response to all parties within

five (5) working days of the meeting. This appeal process will continue through the chain of command to the City Manager.

1. At each succeeding step the employee shall state in writing the reason for his or her appeal and why the previous response was unsatisfactory.

2. At each succeeding step the supervisor or manager shall respond in writing to the grievance stating the reason and basis for the decision that was rendered.

3. The decision of the City Manager'S OFFICE is final. THE DEPUTY CITY MANAGER AND CITY MANAGER WILL CONSULT AND PROVIDE THE FINAL RULING.

The Employee Handbook of Regulations, Section 1-10-070, *Employee Advisory Committee,* is hereby amended by as shown below (additions are underlined and in caps, deletions are stricken):

1-14-001-0006.5 Structure

A. The Employee Advisory Committee shall consist of the following members, by group, excluding ineligible employees except for the Human Resources Director, or designee, who shall serve as a non-voting member, and shall provide information to the EAC as needed:

1. Administrative Services - (City Manager's Office, Legal, Human Resources, Risk Management, AND City Clerk's Office~~, Real Estate, AND INFORMATION TECHNOLOGY~~) - one (1) member

2. Management Services - (Finance, Revenue, ~~and~~ Purchasing, INFORMATION TECHNOLOGY) – ~~one~~ TWO (~~1~~2) memberS

3. Police - (Commissioned two members and Non-Commissioned one member) - three (3) members

4. Fire - two (2) members

5. Public Works - (Public Works Administration, Solid Waste, Streets, Parks and Recreation, Fleet, Facility Maintenance, Environmental Management, and Sustainability) - three (3) members

6. Community Development - (Planning & Development, Housing, ~~and~~ Engineering, AND REAL ESTATE) - two (2) members

7. Water Services - two (2) members

8. City Court - one (1) member

9. Economic Vitality - (Convention & Visitors Bureau, Airport, Community Investment, and Library) - two (2) members

10. The Human Resources Director, or designee, is a permanent, non-voting member.

The Employee Handbook of Regulations, Section 1-30-061, *Performance Evaluation System,* is hereby amended by as shown below (additions are underlined and in caps, deletions are stricken):

A. EVALUATION PROCESS

1. The supervisor will prepare the evaluation based on the review of the following items:

   a. A comparison of the employee's performance with the performance expectations established upon the employee's date of hire or the previous year's evaluation;

   b. The duties and responsibilities of the employee's position; and

   c. Supervisory notes taken during the evaluation period.

2. The supervisor's evaluation should be based on an employee's actual performance and not on personal prejudice, bias or favoritism.

~~3. The supervisor will notify the employee of their evaluation meeting at least one (1) week in advance.~~

3. The ONLINE EVALUATION SYSTEM, OR THE supervisor, will ~~request~~ NOTIFY the employee TO LOGIN TO THE ONLINE EVALUATION SYSTEM AND complete the pre-review input SECTION OF THE EVALUATION form. This allows the employee an opportunity to present his or her accomplishments for the year and assist the supervisor in completing the performance evaluation.

4. The supervisor will meet with the employee to review the performance evaluation. The supervisor will discuss the employee's strengths, areas of improvement with suggestions for improvement and expectations and goals for the upcoming year.

~~6. Any evaluations completed by a supervisor and signed by the employee will be filed in the employee's personnel file. If the employee refuses to sign the supervisor will write "employee refused to sign" and the evaluation will be filed in the employee's personnel file.~~AN EMPLOYEE WILL LOGIN TO THE ONLINE EVALUATION SYSTEM, SELECT AGREE OR DISAGREE WITH EVALUATION RATING, PROVIDE A WRITTEN STATEMENT AND ELECTRONICALLY SIGN THE EVALUATION. THE EVALUATION WILL BE RETAINED IN THE ONLINE EVALUATION SYSTEM.

~~7. An employee may attach a written statement to any evaluation to be placed in their 201 file.~~

B. PROBATIONARY EVALUATION

1. All non-exempt employees will be evaluated during their probationary period to ensure satisfactory performance based on the following schedule:

a. A non-commissioned non-exempt employee shall be evaluated at three and six months from their date of hire.

b. A non-exempt employee of the Municipal Court shall be evaluated at four, eight and twelve months from their date of hire.

c. A NON-COMMISSIONED NON-EXEMPT POLICE DEPARTMENT EMPLOYEE WORKING IN THE COMMUNICATIONS CENTER SHALL BE EVALUATED AT SIX AND TWELVE MONTHS FROM THEIR DATE OF HIRE.

d. A COMMISSIONED NON-EXEMPT EMPLOYEE OF THE FIRE DEPARTMENT SHALL BE EVALUATED AT THREE, SIX, NINE AND TWELVE MONTHS FROM THEIR DATE OF HIRE.

e. A commissioned non-exempt employee OF THE POLICE DEPARTMENT shall be evaluated at ~~three, six, nine and twelve months from their date of hire. Except Police Officers who shall be evaluated at three,~~ six~~, nine~~ and twelve months after their completion of the Field Training Officer (FTO) Program.

C. ANNUAL EVALUATION

1. After an employee has completed the probationary evaluation or administrative evaluation period, the rating period shall be annually upon the employee's hire or classification date.

2. Exempt evaluations shall be completed ~~by July 1st of each year~~ UPON THE EMPLOYEE'S ANNIVERSARY OR CLASSIFICATION DATE.

3. Upon budgetary approval non-exempt and exempt employees with an overall evaluation score of ~~five (5)~~ MEETS EXPECTATIONS or above will receive a merit increase, except when the employee is at the maximum of the pay range. ~~A non-exempt pay merit increase is movement to the next step in the pay range. An exempt merit increase is equal to 3.2% of the employee's current salary.~~

D. ADMINISTRATIVE EVALUATION

1. Non-exempt and exempt employees who are promoted, demoted, transferred, or voluntarily reassigned to another position are subject to an administrative evaluation based on the following schedule:

a. A non-commissioned non-exempt OR EXEMPT employee shall be evaluated at three and six months from their date of promotion, demotion, transfer, or voluntary reassignment to another position.

b. A non-exempt OR EXEMPT employee of the Municipal Court shall be evaluated at four, eight and twelve months from their date of promotion, demotion, transfer or voluntary reassignment to another position.

c. A NON-EXEMPT POLICE DEPARTMENT EMPLOYEE WORKING IN THE COMMUNICATIONS CENTER SHALL BE EVALUATED AT SIX AND TWELVE MONTHS FROM THEIR DATE OF PROMOTION, DEMOTION, TRANSFER OR VOLUNTARY REASSIGNMENT TO ANOTHER POSITION.

~~d. A NON-EXEMPT OR EXEMPT COMMISSIONED FIRE DEPARTMENT EMPLOYEE SHALL BE EVALUATED AT THREE, SIX, NINE AND TWELVE MONTHS FROM THEIR DATE OF PROMOTION, DEMOTION, TRANSFER, OR VOLUNTARY REASSIGNMENT TO ANOTHER POSITION.~~

e. A commissioned non-exempt OR EXEMPT employee ~~IN THE POLICE DEPARTMENT~~ shall be evaluated at ~~three,~~ six~~, nine~~ and twelve months from their date of promotion, demotion, transfer or voluntary reassignment to another position.

The Employee Handbook of Regulations, Section 1-50-039, *Purchase Day Program,* is hereby amended by as shown below (additions are underlined and in caps, deletions are stricken):

C. PROCEDURE

4. Employees must submit a request to participate ~~between May 1st and May 31st~~ DURING THE ANNUAL OPEN ENROLLMENT PERIOD in order to be eligible to participate the following fiscal year. Employees must re-elect each fiscal year to participate in the purchase day program.

2. The Benefit Eligible Employee may request to participate in the purchase day program by submitting a Purchase Day Program Request form to the employee's immediate supervisor, Section Head, Division Director, Deputy City Manager, Human Resources Director or designee and City Manager or designee.

3. Human Resources will notify the employee of the final approval and the cost of the paid time off the employee wishes to purchase. The cost is based on the employee's current hourly rate of pay times the number of Purchase Days at the time of the request. The total purchase amount is then divided by twenty-four (24) pay periods over the fiscal year.

   a. In the event the employee's salary or hourly rate changes during the fiscal year, the cost of the Purchase Days shall not be adjusted.

   b. The cost may not jeopardize an employee's minimum wage earnings.

4. The deductions will be pre-tax from the employee's paycheck per Section 125 under the Internal Revenue Service code.

   a. The pre-tax election may not be changed during the fiscal year.

   b. THE EMPLOYEE MUST USE ALL ACCRUED VACATION PRIOR TO BEING ELIGIBLE TO USE ANY PURCHASE DAY(S).

c. When the Purchase Day (or approved increments) are used, the cost will be reflected as income in the employee's paycheck and subject to applicable withholdings and deductions.

The Employee Handbook of Regulations, Section 1-60-015, *Use of City Vehicles,* is hereby amended by as shown below (additions are underlined and in caps, deletions are stricken):

B. AUTHORIZED USE

For those employees authorized to take City vehicles home, the following is the City's policy governing usage.

1. Employees must live within a twelve (12) mile radius from City Hall. IN ADDITION TO THE 12-MILE RADIUS FROM CITY HALL AN EMPLOYEE MAY RESIDE with the following additions:

6. City owned vehicles are not to be used to transport anyone other than City employees or people working with or for the City in an official capacity. Employees who are using the City owned vehicle outside of their scope of employment ~~will~~ MAY not be covered by the City's AUTO liability INSURANCE ~~or~~ AND WILL NOT BE COVERED BY THE CITY'S Worker's Compensation insurance. The only time an employee is covered under the City's WORKER'S COMPENSATION insurance polic~~ies~~Y is when acting ~~under~~ IN the COURSE AND scope of their employment. Employee's personal use of City vehicles is restricted to driving to and from work, except for infrequent, de minimus (one day per month) or emergency occurrences. Employees responding to emergency incidents must let any non-City personnel out of the vehicle prior to responding to a work-related emergency. The non-City personnel must then make other transportation arrangements.

SECTION 2. Penalties.

Any person found in violation of any provision of the Handbook may be subject to discipline, as set forth in such Handbook and Flagstaff City Code Section 1-14-001-0001, *Personnel System Adopted*.

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances, parts of ordinances, and any sections of the Handbook in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. Severability.

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

SECTION 5. Effective Date.

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

1-10. GENERAL PROVISIONS

1-10-010.01. GENERAL DEFINITIONS (RENUMBERED)

General Definitions apply to the entire Employee Handbook of Regulations; however, if there is a conflicting specific definition found within a section, then the specific definition will apply to that section.

"Benefit Eligible Employees" are employees who are tenure eligible, tenure granted and Exempt employee who works twenty (20) hours or more per week.

"Classified Employees" shall have the same meaning as Non-Exempt employees.

"Commissioned" means the employee is an active member of the Public Safety Retirement System and the City Police or Fire Department.

"Date of hire" means the date when employment with the City commences.

"Domestic Partner" shall mean a person registered as a domestic partner under the laws of any state or political subdivision, including Flagstaff City Code, Chapter 14-01 (Domestic Partner Registry) for purposes related to leave policies.

"Earned Paid Sick Time" shall mean time that is compensated at the same hourly rate and with the same benefits, including health care benefits, as the employee normally earns during hours worked and is provided by City to the employee for the purposes described in A.R.S. § 23-373 and incorporated in this Handbook. Earned Paid Sick Time may be referred to as "accrued sick leave", "paid sick leave", or "unused sick leave" in some places in the Handbook.

"Emergency Service Employees" shall be a non-exempt employee who holds a position in Fire, Police, Streets, Fleet Services, Airport, Water Reclamation and Water Plants, Water Distribution and Wastewater Collection, Industrial ~~Waste~~Pre-Treatment, Parks, Facilities Maintenance, Building Inspection, or other positions designated by the Division Director and approved by the Deputy City Manager.

"Exempt Employees" are employees who are exempt from the overtime pay requirements of the Fair Labor Standards Act (FLSA).

"Family Member" shall have the same meaning as set forth in A.R.S. § 23-371.H and means:

1. Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a Domestic Partner, a child to whom the employee stands in Loco Parentis, or an individual to whom the employee stood in Loco Parentis when the individual was a minor;

2. A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or Domestic Partner or a person who stood in Loco Parentis when the employee or employee's spouse or Domestic Partner was a minor child;
3. A person to whom the employee is legally married under the laws of any state, or a Domestic Partner of an employee as registered under the laws of any state or political subdivision;
4. A grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or Domestic Partner; or
5. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

"Fire Suppression Employees" are Commissioned, Non-Exempt employees who engage in fire protection activities as defined by the Fair Labor Standards Act 29 U.S.C. § 203(y) and who work over ninety-one (91) hours in a twelve (12) day work period.

"Full-Time" is considered forty (40) hours per week.

"Hours Worked" is time when an employee is necessarily required to be on the employer's premises, on duty or at a prescribed work place per the Fair Labor Standards Act Fact Sheet #22.

"Injury, Illness, or Medical Care" shall mean a physical illness, injury or health condition; the need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or a need for preventive medical care.

"In Loco Parentis" is defined as a person who helped raise and had day-to-day responsibilities to care for and financially support the employee as a child, assuming the role of a parent.

"Intermittent Leave" is leave in separate blocks of time.

"Key Employee" is defined as a salaried, Benefit Eligible Employee who is among the highest paid ten (10) percent of all the employees working for the employer within seventy-five (75) miles of the employee's worksite.

"Light Duty" means an employee is able to perform restricted duties and/or schedule per the employee's treating physician. Light duty may include telecommuting or other types of alternate work schedules per policy 1-20-053.

"Non-Exempt Employees" are employees who are paid wages subject to the overtime pay requirements of the Fair Labor Standards Act.

"Part-Time" is considered twenty (20) hours to thirty-nine (39) hours per week.

"Reduced Scheduled" is a reduced number of hours in the employee's usual weekly or daily work schedule.

"Regular Hourly Rate" is the employee's total straight time earnings divided by the number of hours worked.

"Shift Employees" are employees assigned to a position which is staffed at least six (6) days a week, or twenty-four (24) hours a day, and is assigned a designated work schedule that can be either rotating or permanently assigned.

"Temporary Employees" are employees hired by the City for a temporary period and who work less than 20 hours per week. Temporary Employees are not classified as Benefit Eligible Employees

"Tenured Employees" are Non-Exempt employees who have completed their probationary period.

"Unclassified Employees" shall have the same meaning as Exempt employees.

"Work Week" shall begin on Sunday morning at 12:01 a.m. and end the following Saturday at midnight for all employees.

"Working Day" shall be considered equal to 0.38461 percent of the number of working or duty hours in the established work year for each employee (i.e. 2080 x 0.38461% = 7.99 or 8 and 2912 X 0.38461% = 11.19 or 11.2).

(Ord. No. 2013-09, Amended 05/07/13); (Ord. No. 2017-12, Amended 07/01/17); (Ord. No. 2018-18, Amended 06/15/18); (Ord. No. 2018-26, Amended 09/20/18); (Ord. No. 2018-35, Amended 11/06/18)

1-10-022. GRIEVANCE PROCEDURE

Any alleged violation of a specific City provision is subject to review through the grievance procedure, excluding dismissal, demotion and suspension of ten (10) days or more. Dismissal, demotion and suspension of ten (10) days or more are covered by section 1-10-040 Personnel Board.

Employees are encouraged to first discuss an alleged policy violation with their immediate supervisor, as appropriate, before filling a grievance. If the alleged policy violation involves the employee's immediate supervisor or is not resolved with the immediate supervisor, the employee may approach the next level of supervision up to the Division Director without formally filing a grievance in writing. These informal discussions shall not be deemed a grievance.

Once an alleged policy violation is submitted in writing it is considered a grievance.

The time limits specified in the grievance process may be waived at any time by mutual consent of the parties. A grievance may be terminated at any time in the process with a signed written request from the employee.

A. FILING PROCESS

a. An employee initiates the grievance process by submitting the alleged violation in writing to their immediate supervisor. The grievance must be initiated within twenty (20) calendar days of the incident that gave rise to the grievance.

b. The grievance shall be signed by the employee, and must include the following information:

i. A clear and concise statement of the alleged policy violation and the facts upon which it is based;

ii. The section(s) of the City of Flagstaff Employee Handbook of Regulations or other City policy that was violated; and

iii. The remedy requested.

B. RESPONSE PROCESS

1. The supervisor shall notify the Section Head, Division Director and Human Resources Director or designee of the grievance and consult with these parties before their response.

2. The supervisor may meet with the employee prior to the response in order to seek clarification.

3. The response to a grievance shall be in writing, signed by the supervisor, and include the following information:

a. A clear and concise response to the grievance and the facts upon which it is based;

b. The section(s) of the City of Flagstaff Employee Handbook of Regulations or other City policy which apply to the grievance and basis for the decision; and

c. Denial or acceptance of the proposed remedy or alternative. The supervisor shall include information regarding the next steps in the process, if denying the remedy or alternative.

4. The supervisor shall meet with the employee to discuss the grievance response within five (5) working days after the grievance is initiated.

C. APPEAL PROCESS

G. After receiving the written response from the supervisor, if the employee does not feel the grievance is satisfactorily resolved, the employee may file an appeal with the next level of supervision within five (5) working days in writing and shall include the reason for the appeal and why the previous response was unsatisfactory.

H. The next level of supervision shall discuss the grievance with the employee within five (5) working days, gather information from others involved or having information pertinent to the issue, and then shall provide a written response to all parties within five (5) working days of the meeting. This appeal process will continue through the chain of command to the City Manager.

1. At each succeeding step the employee shall state in writing the reason for his or her appeal and why the previous response was unsatisfactory.

2. At each succeeding step the supervisor or manager shall respond in writing to the grievance stating the reason and basis for the decision that was rendered.

3. The decision of the City Manager's office is final. The Deputy City Manager and City Manager will consult and provide the final ruling.

3. All grievance documents should be forwarded to the Human Resources office for record retention.

(Ord. No. 2012-14, Amended, 10/02/12)

1-10-070. EMPLOYEE ADVISORY COMMITTEE

Note: This section of the Employee Handbook of Regulations is copied from Section 1-14-0001-0006 of the Flagstaff City Code. In order to ensure consistency, numbering and formatting of this section matches Section 1-14-001-0006.

1-14-001-0006 EMPLOYEE ADVISORY COMMITTEE

The Employee Advisory Committee (EAC) is hereby established.

1-14-001-0006.1 Definitions

A. "Regular Member" is an eligible employee elected to serve on behalf of that employee's respective group.

B. "Alternate Member" is an eligible employee elected to serve on the EAC when the Regular Member is unable to attend.

C. "Eligible Employee" is defined as any full-time tenured or exempt employee not identified as an "Ineligible Employee."

D. "Ineligible Employee" is defined as any employee appointed, or Deputy City Managers, Division Directors, Section Heads, Human Resources personnel, probationary, part-time or temporary employees.

1-14-001-0006.2 Mission Statement

The mission of the EAC is to form a body of elected members and alternates to represent individual employees, groups of employees, and divisions of the City of Flagstaff with fairness and impartiality.

1-14-001-0006.3 Purpose

The purpose of the EAC is to foster ongoing employee-employer relations by providing a process and forum for employees to recommend changes to the City Manager concerning employment-related policies and procedures, safety, compensation and benefits. The EAC does not make recommendations regarding hiring, employee discipline, promotions, demotions, transfers, voluntary reassignments, suspensions, or dismissal.

The EAC is a body of elected members and alternates established for the purpose of discussing and making recommendations based on the requests received from individual employees, groups of employees and the City of Flagstaff with fairness and impartiality. The EAC is an advisory committee and does not represent individual employees with regard to an individual's personnel issues.

Individual employment issues affecting any employee shall be processed through any of the City's established grievance or appeal procedures. Employees are encouraged to resolve any issue or employment-related concern through the established administrative procedures.

1-14-001-0006.4 Objectives

The objectives of the EAC are to:

A. Work together in the spirit of trust and cooperation in an attempt to reach consensus on matters under discussion.

B. Review and recommend to the City Manager any initiatives or changes to City's policies and procedures which are related to employment, safety, compensation, or benefits prior to submission to the City Council for consideration.

C. Provide a forum for employees to discuss City-wide employee issues as they pertain to employment-related policies and procedures, safety, compensation and benefits.

D. Ensure that each member attends EAC meetings and regularly communicates with the employees in the EAC member's group.

E. Attend, participate and/or provide input and recommendations at City Council budget meetings.

F. Respond to City Manager questions or concerns.

1-14-001-0006.5 Structure

A. The Employee Advisory Committee shall consist of the following members, by group, excluding ineligible employees except for the Human Resources Director, or designee, who shall serve as a non-voting member, and shall provide information to the EAC as needed:

1. Administrative Services - (City Manager's Office, Legal, Human Resources, Risk Management, and City Clerk's Office~~, Real Estate, and Information Technology~~) - one (1) member

2. Management Services - (Finance, Revenue, ~~and~~ Purchasing, and Information Technology) – ~~one~~two (~~1~~2) members

3. Police - (Commissioned two members and Non-Commissioned one member) - three (3) members

4. Fire - two (2) members

5. Public Works - (Public Works Administration, Solid Waste, Streets, Parks and Recreation, Fleet, Facility Maintenance, Environmental Management, and Sustainability) - three (3) members

6. Community Development - (Planning & Development, Housing, ~~and~~ Engineering, and Real Estate) - two (2) members

7. Water Services - two (2) members

8. City Court - one (1) member

9. Economic Vitality - (Convention & Visitors Bureau, Airport, Community Investment, and Library) - two (2) members

10. The Human Resources Director, or designee, is a permanent, non-voting member.

B. Each group will be assigned a number of members based on the number of tenured, tenure-eligible and exempt employees.

1. A group with less than 50 employees is assigned one (1) EAC member.

2. A group with 50 to 100 employees is assigned two (2) EAC members.

3. A group with more than 100 employees is assigned three (3) EAC members.

C. The number of members per group will be evaluated each year and may be reviewed by EAC at other times as required.

1. If the number of members is too high at the time of the election, the regular and alternate members at the end of their term or at the time of resignation will be removed.

2. If the number of members is too low at the time of the election, the appropriate number of regular and alternate members will be added.

D. Members and alternate members will serve a two (2) year term. Memberships will be staggered.

E. There will be an equal number of regular and alternate members.

F. Alternate members are encouraged to attend all meetings; however, alternate members shall only vote when filling in for the regular member.

G. There will be two co-chairs who will serve a one (1) year term. Alternate members are not eligible to serve as co-chair.

H. Any member of the EAC shall not act independently on behalf of EAC without prior approval of an EAC majority vote.

1-14-001-0006.6 Elections and Membership

A. City-wide elections for membership shall be held annually, by July 15, with terms starting during the first meeting in August.

1. Eligible employees shall nominate regular and alternate members who will also be eligible employees as defined in this Chapter.

2. The eligible employee with the most votes will become the regular member and the employee with the next highest will become the alternate member. In the event of a tie, a ballot will be sent out to the division for a formal vote.

B. Elections for special appointments will be conducted during the second meeting in August.

1. Election of two co-chairs.

2. Elect an EAC member to take minutes of the meetings, with a back-up and/or rotation as deemed necessary.

3. Elect an EAC member to attend Budget Committee meetings, when the Budget Committee is discussing any benefit and compensation issues and during the add-back and delete portion of the budget, in an ongoing effort to foster better communication and understanding.

4. Elect two (2) EAC members to attend the Compensation Committee meetings.

5. EAC members may also be elected to serve on special committees or task forces concerning employment-related policies and procedures, safety, compensation and benefits.

C. Newly elected regular and alternate members shall attend an orientation meeting with a co-chair and/or the Human Resources Director after annual elections between August and November.

1-14-001-0006.7 Resignation or Removal

A. EAC members who want to resign from service shall submit their requests in writing to the two co-chairs and the Human Resources Director.

B. When a regular member resigns from service an election will be held and the newly elected member will serve a two (2) year term from the time of the election.

C. If the resigning member is a co-chair, a special election for the appointment of a new co-chair will take place and the newly elected co-chair will finish out the one (1) year term of the previous co-chair.

D. Members with three (3) consecutive unexcused absences may be removed by a majority vote of the EAC.

E. If an employee from a group desires to remove the current EAC member, they must follow criteria listed:

1. Submit a formal complaint in writing explaining the reason for the request to remove the current EAC member to the Human Resources Director.

    a. The complaint may only be filed from the EAC member's group.

    b. Human Resources will relay the complaint information to the current co-chairs.

    c. The co-chair will recuse himself or herself from the process, if the complaint is about them or another EAC member from the same group.

    d. The co-chairs will speak with the EAC member about the complaint to obtain additional information.

    e. The EAC co-chairs, with assistance from the Human Resources Director, may evaluate the information obtained through discussions with the complainant and the EAC member to substantiate the complaint.

        i. If unable to substantiate the complaint, the EAC co-chairs will reply to the complainant.

        ii. If able to substantiate the complaint, the process will continue.

2. There will be a two (2) month period to allow for the EAC member to address the area(s) of concern.

3. The co-chairs will contact the complainant to review any improvements.

    a. If there have been improvements, the co-chairs will provide a written response to the complainant closing the complaint.

    b. If there have been no improvements and the complainant is still dissatisfied, a second complaint will be filed by the co-chairs.

4. If a second complaint is received, the co-chairs, with the assistance of Human Resources, will hold an election to remove the EAC member.

    a. The election must have fifty percent (50%) plus one (1) votes of the EAC member's group for the election to be valid.

b. If the election does not receive enough votes to be considered valid, the EAC member will continue his or her term.

c. If the election does receive enough votes and the majority of employees in the EAC member's group votes to keep the EAC member, then the EAC member will continue his or her term.

d. If the election does receive enough votes and the majority of employees in the EAC member's group votes to remove the EAC member, then the EAC member will not continue his or her term and another election will be held to select another EAC member to serve a two (2) year term from the time of the election.

1-14-001-0006.8 Meetings

A. Meetings of the City EAC shall be held twice per month, or less frequently if approved by a majority vote of the EAC. Dates and times will be determined by the majority vote of the EAC.

B. Special meetings, when required, may be called by the co-chair(s) without a majority vote of the EAC.

C. Regular members shall notify the appropriate group alternate member and the EAC co-chairs, in a timely manner, when they are unable to attend a meeting.

D. Co-chairs may request a meeting with the City Manager as needed, or on a regular basis.

E. When the EAC co-chairs have brought an issue to the attention of the City Manager and the issue is not resolved to the satisfaction of the EAC, a co-chair or EAC designee may address the City Council at a public meeting to review the issue, upon recommendation and majority vote of the EAC.

F. All votes regarding recommendations must be approved by a majority vote of the quorum. A quorum shall be one more than half of the voting membership of the EAC.

G. All votes that are not unanimous shall result in a roll call vote and will be recorded into the meeting minutes.

H. Employees, including ineligible employees, desiring an item to be discussed by the EAC shall contact their group's regular member or any regular EAC member to place the item on the EAC's agenda.

1. Employees may request to keep their names confidential and it will not be part of the EAC's discussion.

2. An employee with an item on the EAC agenda shall be notified by a co-chair of the meeting time and date. Time in attendance at EAC meetings shall constitute hours worked.

I. The City Manager may contact an EAC co-chair to place an item on the EAC agenda.

1-14-001-0006.9 Notice and Procedures for Meetings

A. The EAC agenda will be posted on the internal City of Flagstaff EAC website and at locations approved by the EAC at least twenty-four (24) hours prior to the meeting date and time by EAC members for the group they represent.

B. EAC meeting minutes will be posted on the EAC website and at the approved locations within five (5) calendar days after approval, and emailed to all EAC regular and alternate members.

C. The EAC may adopt procedures for governance of the Committee's meetings.

1-14-001-0006.10 Subcommittees

Subcommittees may be formed to address specific EAC issues to bring to the full EAC for input and approval. Subcommittees are encouraged to meet for one (1) hour, two (2) times per month, and the cessation of the subcommittee will occur once the issue is voted on by the full EAC. Each subcommittee, at its own discretion, or the City Manager, may ask non-EAC members to participate.

1-14-001-0006.11 Attendance and Hours Worked

A. EAC members shall attend EAC meetings, utilizing City time to the degree necessary to conduct EAC business, and such time shall be considered hours worked.

B. Employees who are not members of the EAC, including subcommittee members, may attend EAC meetings or subcommittee meetings during regular work hours for up to four (4) hours per month, with written approval of their immediate supervisors, and such time shall be hours worked.

C. An employee may attend EAC meetings, during non-working hours, and such time shall not be hours worked.

D. The EAC may choose a member to attend the portion of the Leadership meetings when EAC agenda items are scheduled for discussion or upon request of the City Manager, and such time shall be hours worked.

E. The EAC, City Manager, or Human Resources Director may invite any person to attend EAC meetings, and the employee's time shall be considered hours worked.

(Ord. No. 2014-32, Amended, 01/06/15); (Ord. No. 2010-33, Amended, 02/15/11); (Ord. No. 2018-18, Amended, 06/15/18); (Ord. No. 2018-36, Amended, 11/06/18)

1-30. EMPLOYMENT

1-30-061. PERFORMANCE EVALUATION SYSTEM

The performance evaluation system enables the creation of reasonable performance expectations by the supervisor and the employee. The formal evaluations of the employee's work behavior helps the employer and the employee build on the strengths of the employee and identify those areas the employee needs improvement to be more effective and efficient in their job.

A. EVALUATION PROCESS

1. The supervisor will prepare the evaluation based on the review of the following items:

   a. A comparison of the employee's performance with the performance expectations established upon the employee's date of hire or the previous year's evaluation;

   b. The duties and responsibilities of the employee's position; and

   c. Supervisory notes taken during the evaluation period.

2. The supervisor's evaluation should be based on an employee's actual performance and not on personal prejudice, bias or favoritism.

~~3. The supervisor will notify the employee of their evaluation meeting at least one (1) week in advance.~~

~~4.~~3. The online evaluation system, or the supervisor, will ~~request~~ notify the employee to login to the online evaluation system and complete the pre-review input section of the evaluation form. This allows the employee an opportunity to present his or her accomplishments for the year and assist the supervisor in completing the performance evaluation.

~~5.~~4. The supervisor will meet with the employee to review the performance evaluation. The supervisor will discuss the employee's strengths, areas of improvement with suggestions for improvement and expectations and goals for the upcoming year.

6. ~~Any evaluations completed by a supervisor and signed by the employee will be filed in the employee's personnel file. If the employee refuses to sign the supervisor will write "employee refused to sign" and the evaluation will be filed in the employee's personnel file.~~An employee will login to the online evaluation system, select agree or disagree with evaluation rating, provide a written statement and electronically sign the evaluation. The evaluation will be retained in the online evaluation system.

7. ~~An employee may attach a written statement to any evaluation to be placed in their 201 file.~~

B. PROBATIONARY EVALUATION

1. All non-exempt employees will be evaluated during their probationary period to ensure satisfactory performance based on the following schedule:

   a. A non-commissioned non-exempt employee shall be evaluated at three and six months from their date of hire.

   b. A non-exempt employee of the Municipal Court shall be evaluated at four, eight and twelve months from their date of hire.

   c. A non-commissioned non-exempt Police Department employee working in the Communications Center shall be evaluated at six and twelve months from their date of hire.

   d. A commissioned non-exempt employee of the Fire Department shall be evaluated at three, six, nine and twelve months from their date of hire.

   e. A commissioned non-exempt employee of the Police Department shall be evaluated at ~~three, six, nine and twelve months from their date of hire. Except Police Officers who shall be evaluated at three,~~ six~~, nine~~ and twelve months after their completion of the Field Training Officer (FTO) Program.

2. The probationary evaluation schedule may be extended up to six months by completing the following process:

   a. The supervisor submits a request in writing outlining the reason for and length of the probationary period extension and the request is approved

by the Section Head, Division Director, Deputy City Manager and Human Resources Director prior to the end of the probationary period.

b. The supervisor notifies the employee in writing the probationary period has been extended and the employee acknowledges by signing the written document.

c. The employee acknowledgement is filed in the employee's personnel file.

d. Another performance evaluation is completed before the end of the extended probationary period.

3. An employee is deemed to have satisfactorily completed the probationary period when an extension is not requested prior to the end of the probationary period.

4. An employee who does not perform satisfactorily during the probationary evaluation period may be discharged per section 1-40-022 Dismissals of Probationary Employees.

5. Exempt employees do not serve a probationary period; thus, a probationary evaluation is not required.

C. ANNUAL EVALUATION

1. After an employee has completed the probationary evaluation or administrative evaluation period, the rating period shall be annually upon the employee's hire or classification date.

2. Exempt evaluations shall be completed ~~by July 1st of each year~~upon the employee's anniversary or classification date.

3. Upon budgetary approval non-exempt and exempt employees with an overall evaluation score of ~~five (5)~~meets expectations or above will receive a merit increase, except when the employee is at the maximum of the pay range. ~~A non-exempt pay merit increase is movement to the next step in the pay range. An exempt merit increase is equal to 3.2% of the employee's current salary.~~

4. Council appointed employee evaluations shall be completed on the anniversary of and prior to the end of the service agreement.

5. Additional evaluations may be required upon request from the immediate supervisor.

D. ADMINISTRATIVE EVALUATION

1. Non-exempt and exempt employees who are promoted, demoted, transferred, or voluntarily reassigned to another position are subject to an administrative evaluation based on the following schedule:

   a. A non-commissioned non-exempt or exempt employee shall be evaluated at three and six months from their date of promotion, demotion, transfer, or voluntary reassignment to another position.

   b. A non-exempt or exempt employee of the Municipal Court shall be evaluated at four, eight and twelve months from their date of promotion, demotion, transfer or voluntary reassignment to another position.

   c. A non-exempt or exempt Police Department employee working in the Communications Center shall be evaluated at six and twelve months from their promotion, demotion, transfer, or voluntary reassignment to another position.

   d. A non-exempt or exempt commissioned Fire Department employee shall be evaluated at three, six, nine and twelve months from their date of promotion, demotion, transfer, or voluntary reassignment to another position.

   ~~c.~~e. A commissioned non-exempt or exempt employee in the Police Department shall be evaluated at ~~three,~~ six~~, nine~~ and twelve months from their date of promotion, demotion, transfer or voluntary reassignment to another position.

2. An employee who does not perform satisfactorily during the administrative evaluation period may be returned to their previous position, provided a vacancy exists. Should no vacancy exist at the time, the employee shall be recommended for termination. The employee is eligible to request a hearing before the Personnel Board per section 1-10-40.C Personnel Board Request for Hearing.

3. Additional administrative evaluations may be required upon request from the immediate supervisor.

(Ord. No. 2012-14, Amended, 10/02/12)

1-50. LEAVE

1-50-039. PURCHASE DAY PROGRAM

Benefit Eligible Employees may purchase additional paid time off by participating in the purchase day program.

ADDENDUM 18 OF THE EMPLOYEE HANDBOOK OF REGULATIONS

A. DEFINITIONS

"Purchase Days" are paid time off the employee may purchase through a pre-tax payroll deduction. A Purchase Day is equal to one (1) Working Day.

B. ELIGIBILITY

1. A Full-Time Benefit Eligible Employee may purchase up to ten (10) Purchase Days per fiscal year after completing six (6) months of continuous service, if a timely request is submitted.

2. Employees may not purchase partial Purchase Days.

3. Employees may use Purchase Days in fifteen (15) minute increments.

C. PROCEDURE

1. Employees must submit a request to participate ~~between May 1st and May 31st~~during the annual open enrollment period in order to be eligible to participate the following fiscal year. Employees must re-elect each fiscal year to participate in the purchase day program.

2. The Benefit Eligible Employee may request to participate in the purchase day program by submitting a Purchase Day Program Request form to the employee's immediate supervisor, Section Head, Division Director, Deputy City Manager, Human Resources Director or designee and City Manager or designee.

3. Human Resources will notify the employee of the final approval and the cost of the paid time off the employee wishes to purchase. The cost is based on the employee's current hourly rate of pay times the number of Purchase Days at the time of the request. The total purchase amount is then divided by twenty-four (24) pay periods over the fiscal year.

   a. In the event the employee's salary or hourly rate changes during the fiscal year, the cost of the Purchase Days shall not be adjusted.

   b. The cost may not jeopardize an employee's minimum wage earnings.

4. The deductions will be pre-tax from the employee's paycheck per Section 125 under the Internal Revenue Service code.

   a. The pre-tax election may not be changed during the fiscal year.

b. The employee must use all accrued vacation prior to being eligible to use any Purchase Day(s).

c. When the Purchase Day (or approved increments) are used, the cost will be reflected as income in the employee's paycheck and subject to applicable withholdings and deductions.

5. Purchase Days must be used within the fiscal year by June 30th or they will be forfeited.

6. Employees wishing to utilize Purchase Days must request and obtain approval in advance. The supervisor is responsible for authorizing and scheduling employee time off requests while balancing the work program, and may deny use of Purchase Days if not requested sufficient time in advance.

7. An employee shall submit a leave of absence form to the immediate supervisor to record the employee's Purchase Day leave through the City's payroll procedures.

8. Purchase Days are paid at the employee's regular pay rate excluding any type of additional pay.

C. EFFECTS OF TERMINATION OF EMPLOYMENT

1. Employees who leave City service will receive a refund for any Purchase Days not used, which will be reflected as income in the employee's paycheck and subject to applicable withholdings and deductions.

2. Employees who leave City service and who have used Purchase Days not yet paid for will pay for the amount owed from their last paycheck. The last paycheck will show the cost deducted. Any balance not deducted from the employee's last paycheck will be paid to the City within six (6) months after leaving the City's employment. After six (6) months, any unpaid balances will be forwarded to collection and the employee will be responsible for the cost of the collection, including any attorney fees and court costs.

Form(s): Purchase Day Program Request Form

(Ord. No. 2013-09, Amended, 05/07/13)

ARTICLE 1-60. EMPLOYEE RESPONSIBILITIES AND LIMITATIONS

1-60-015. USE OF CITY VEHICLES

This policy and procedure govern the use of City owned vehicles and outlines the circumstances for which employees may take City vehicles home.

A. ELIGIBILITY

City owned vehicles are provided to the employee for business use. Under certain circumstances employees are required to commute in City owned vehicles, which are equipped with communications or other equipment the employee would need if responding to an emergency. Employees are allowed to take home a City owned vehicle at the discretion of the City and it is considered a privilege. The following criteria will be used for requiring employees to commute in City owned vehicles:

a. The employee responds to emergencies, with written approval of the immediate Supervisor, Section Head, Division Director, Deputy City Manager and City Manager, or

b. The employee is required to report from home to either a non-City owned work site, or a City owned site other than the employee's normal work base, with written approval of the immediate Supervisor, Section Head and Division Director, Deputy City Manager and City Manager, or

c. The employee is required to be on-call or call-out during off hours and is called out on a regular basis. The employee must be required to respond directly to the emergency and the vehicle contains special equipment that will be needed at the emergency scene. For definition purposes "regular basis" is defined as an average of more than twice per month.

B. AUTHORIZED USE

For those employees authorized to take City vehicles home, the following is the City's policy governing usage.

1. Employees must live within a twelve (12) mile radius from City Hall. In addition to the 12-mile radius from City Hall an employee may reside with the following additions:

    1. From I-17 and I-40 interchange eastbound for thirty-five (35) miles with a five (5) mile wide (two and half (2.5) miles on each side) corridor;

    2. From I-17 and I-40 interchange westbound for thirty-five (35) miles with a five (5) mile wide (two and half (2.5) miles on each side) corridor;

    3. From I-17 and I-40 interchange southbound for thirty (35) miles with a five (5) mile wide (two and half (2.5) miles on each side) corridor; or

    4. Or ten (10) miles from City Hall along Highway 180 North with a five (5) mile wide corridor (two and half (2.5) miles on each side).

    The five (5) mile wide corridor is designed to limit the number of secondary roads the employee would use to access the main freeway.

2. The Fleet Manager will approve the type of vehicle to insure it is appropriate for the designated use by the employee.

3. Employees must complete a Vehicle Use Authorization Form, approved by the immediate Supervisor, Section Head, Division Director, Deputy City Manager, Fleet Manager and City Manager.

4. City vehicles can only be operated by authorized City personnel or personnel approved through an IGA.

5. Personal use for commuting to and from work will be valued at $1.50 for each one-way commute. If more than one employee commutes in the vehicle, the $1.50 each-way rule applies to each employee. The commuting rule does not apply to qualified non-personal use vehicles such as:

   a. clearly marked police and fire vehicles;

   b. unmarked vehicles used by law enforcement officers if the use if officially authorized;

   c. truck with permanent interior construction, shelves and racks designed to carry tools, equipment, etc.; or

   d. truck with a hydraulic lift gate, permanent tanks or drums, permanent sideboards or panels that materially raise the sides of the truck bed, or other heavy equipment (electric generator, welder, boom, or crane).

6. City owned vehicles are not to be used to transport anyone other than City employees or people working with or for the City in an official capacity. Employees who are using the City owned vehicle outside of their scope of employment ~~will~~ may not be covered by the City's auto liability insurance ~~or~~ and will not be covered by the City's ~~w~~Worker's ~~c~~Compensation insurance. The only time an employee is covered under the City's Worker's Compensation insurance policy~~ies~~ is when acting ~~under~~ in the course and scope of their employment. Employee's personal use of City vehicles is restricted to driving to and from work, except for infrequent, de minimus (one day per month) or emergency occurrences. Employees responding to emergency incidents must let any non-City personnel out of the vehicle prior to responding to a work-related emergency. The non-City personnel must then make other transportation arrangements.

7. The City' s liability insurance may not cover or defend an employee when liability arises out of the personal use of a City vehicle. In conjunction with this, the employee's personal auto insurance may also not cover any liability arising out of the use of any vehicle provided for the employee's regular use. There is no automobile medical payments coverage on City vehicles. Medical coverage for an

employee hurt in a vehicle on City business is covered under the City's Worker's Compensation policy; however, if using a City vehicle for personal uses, an employee may not be covered by Worker's Compensation and may have to apply for the coverage under their own personal City provided medical coverage. Likewise, a passenger that is not covered by their own Worker's Compensation policy will have to pay for their own injuries or prove that the City of Flagstaff was legally liable for any injuries.

8. Employee misconduct, misuse of assigned vehicle, or any violations of this policy are grounds for disciplinary action.

C. MONITORING

1. Employees will submit a monthly vehicle log for all City vehicles that do not qualify as a non-personal use vehicle in order to monitor how the City owned vehicle is being used.

2. Use of a qualified non-personal use vehicle, including commuting, is nontaxable to the employee; and record keeping and substantiation by the employee are not required by the IRS per Reg. § 1.274-5T(k) and § 1.132-5(h).

D. PROCEDURES

1. Fleet division sends the City Manager a list of City employees assigned to City owned vehicles on an annual basis.

2. City Manager's office sends the list out to Division Directors for updated information.

3. The immediate Supervisor completes new Vehicle Use Authorization forms. This is the first step of the process when a new employee is hired.

4. The immediate Supervisor, Section Head, and Division Director approves or denies the Forms and returns all approved Forms to the City Manager's office.

5. The City Manager's office sends the Forms to the Fleet Manager for review of vehicle type and approval or denial.

6. The Fleet Manager returns all approved forms to the City Manager's office for approval or denial. All Forms denied by the Fleet Manager are sent back to the Division Director.

7. The City Manager forwards all approved forms to the Human Resources Division and all denied forms back to the Division Director.

8. Human Resources files the approved form in the employee's personnel file.

9. Payroll collects monthly vehicle log and processes applicable taxes.

FORM(S):

Vehicle Use Authorization Form
Monthly Vehicle Log

(Ord. No. 2018-35, Amended, 11/06/18)

13. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Current Planning Manager
Date:	04/29/2019
Meeting Date:	05/07/2019

TITLE:

Consideration and Possible Adoption of Resolution No 2019-17: A resolution authorizing the execution of an Amendment to the McMillan Mesa Village Development Agreement between MMV Devco, LLC, and the City of Flagstaff related to the development of the McMillan Mesa Village subdivision. ***(McMillan Mesa Village Amendment to Development Agreement)***

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-17 by title only
2) City Cleark reads Resolution No. 2019-17 by title only (if approved)
3) Adopt Resolution No. 2019-17

Executive Summary:

State law allows the City to enter into development agreements by resolution. The existing development agreement governs the terms and conditions of the existing McMillan Mesa Village subdivision. The existing development agreement requires the developer to make certain water storage infrastructure improvements and sewer line improvements. The City no longer desires the water storage infrastructure improvements and the developer has already completed the required sewer line improvements. This amendment removes the requirement for water storage infrastructure and confirms the completion of sewer line improvements.

Financial Impact:

No financial impacts are identified as part of this amendment.

Policy Impact:

There are no policy impacts affiliated with this amendment.

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

Council Goals

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

Team Flagstaff Strategic Plan

Strategic priority #4 - Work in partnership to enhance a safe and livable-community

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 an efficient delivery of services.
Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

Has There Been Previous Council Decision on This:

In March 2007, the City Council approved the Development Agreement for the mixed use subdivision known as McMillan Mesa Village. This subdivision is situated within the area comprising the McMillan Mesa Village Specific Plan dated August 14, 1992.

Options and Alternatives:

1. Approve the Amendment to the McMillan Mesa Village Development Agreement as presented.
2. Approve the Amendment to the McMillan Mesa Village Development Agreement with additional, modified, or deleted terms.
3. Remand the Amendment to the McMillan Mesa Village Development Agreement back to staff for additional negotiations with the Owner.
4. Deny the Amendment to the McMillan Mesa Village Development Agreement.

Background/History:

The McMillan Mesa Village Specific Plan was adopted by Ordinance Number 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 also 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. All development within McMillan Mesa Village must comply with the Development Performance Standards and Design Guidelines of the private CC&Rs, as well as the applicable provisions of the Zoning Code with the more restrictive code governing.

Water

A previous Water and Sewer Impact Study was completed for the McMillan Mesa Village subdivision in July 2006 in conjunction with the subdivision of the property. The McMillan Mesa Village subdivision lies within two water pressure zones 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. As part of the existing development agreement, 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. The developer has completed these improvements.

As part of the existing DA, the City also required the applicant to construct a water storage tank sized to meet the development's average daily usage plus two-hour fire flow. The tank was to be placed at an elevation that would provide adequate pressure for the Zone A system (approximately 7260') and for the associated water lines. The applicant was also given the option to use one of the City's existing tank sites depending upon available space. The City indicated it may share in the cost of any excess storage tank capacity if this excess capacity is determined to be in the City's best interest. The developer did not complete this improvement and the City has determined that the water storage tank is no longer needed.

Because the original development fell under the 800 single-family home usage threshold, there were no water production requirements for this subdivision. Reclaimed water was not required or provided to the subdivision due to the significant level of infrastructure to provide such.

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. As part of the existing DA, the applicant was required to make an 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 2,237’ feet in length and runs from Foxglenn Park to the intersection of E. Butler Avenue. These improvements have been completed to the City's satisfaction.

Key Considerations:

The proposed DA amendment clarifies that the sewer line improvements in Section 6.2 of the DA have been completed to the City's satisfaction.

With respect to the water storage infrastructure improvements set forth in Section 6.1 of the DA, the City no longer requires these improvements. As development has progressed in the McMillan Mesa Village subdivision, the City of Flagstaff Water Services Division has determined that the land use and intensity proposed for the subdivision can be served by existing water storage and pipeline infrastructure. There is adequate water storage capacity in pressure Zone A which serves this development and the City does not have matching funds scheduled for water storage tank capacity improvements in the current 10-year Capital Improvement Program. No additional offsite infrastructure improvements to water lines, or water storage tanks are required of this development.

The McMillan Mesa Development will comply with the existing public water and sewer infrastructure requirements as set forth in the current City of Flagstaff Engineering Standards.

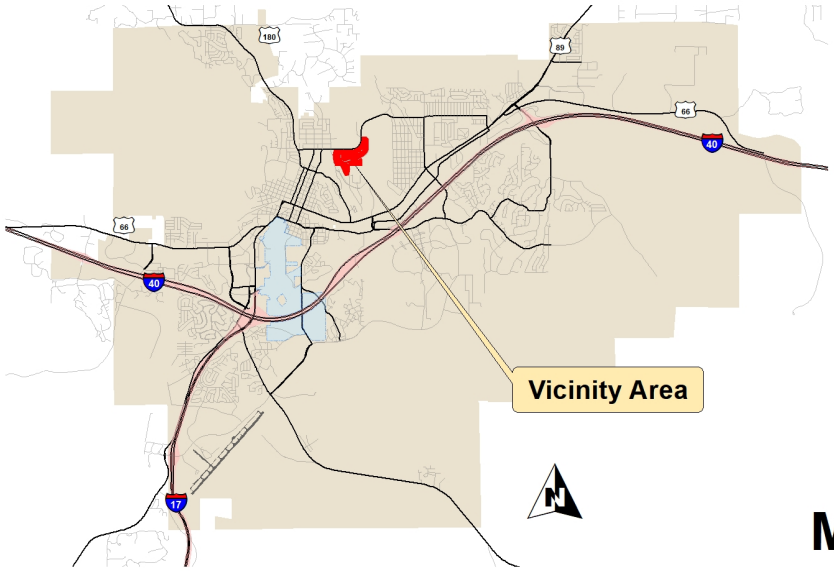
Community Involvement:

Inform

The subject property can be and is adequately served by existing water and sewer infrastructure. No public hearing or public outreach is required as part of the City Council's review of an amended development agreement.

Attachments:

Vicinity Map
McMillan Mesa Village Final Plat
Original McMillan Mesa Village Development Agreement
Res. 2019-17
Draft Amendment to the McMillan Mesa Village Development Agreement



McMILLAN MESA VILLAGE

W PINE AVE
E JUNIPER AVE
W CEDAR AVE
E CEDAR AVE
E OAK AVE
JAY LIVELY ICE SKATING
N GEMINI DR
FMC GUARDIAN
E FOREST AVE
N JASPER DR
FMC HOSPITAL
N BEAVER ST
N SAN FRANCISCO ST
BASIS SCHOOL
WELBROOK SKILLED NURSING
N SWITZER CANYON DR
N TURQUOISE DR
E PONDEROSA PKWY
N PINE CLIFF DR
N HEMLOCK WAY

3488287 1 of 4

PLOTTED: Mar 06, 2008-8:03am

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

DEVELOPER/OWNER:
MMV 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. BUTLER
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

DEDICATION

STATE OF ARIZONA)
)SS.
COUNTY OF COCONINO)

KNOW ALL MEN BY THESE PRESENTS: That MMV 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, Gemini 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 financial 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: MMV DEVCO, LLC, as said Owner, has hereunto caused its name to be signed.

Done at Scottsdale, Arizona, this 12th day of MARCH 2008.

MMV 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

Instrument # 3488287 1 of 4
Recorded At The Request Of
City of Flagstaff
Date: 3-10-08 10:00am
Records of Coconino County, AZ
Candace Owens, County Recorder

ACKNOWLEDGMENT

STATE OF ARIZONA)
SS.
COUNTY OF Maricopa)

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 MMV 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 constrained.

IN WITNESS WHEREOF: I hereunto set forth my hand and official seal

Ann L. Severud
NOTARY PUBLIC

My Commission Expires: March 7, 2009

ANN L. SEVERUD
Notary Public - Arizona
Maricopa County
My Comm. Expires Mar 7, 2009

Acknowledged and Approved:

LENDER: RELIANCE BANK

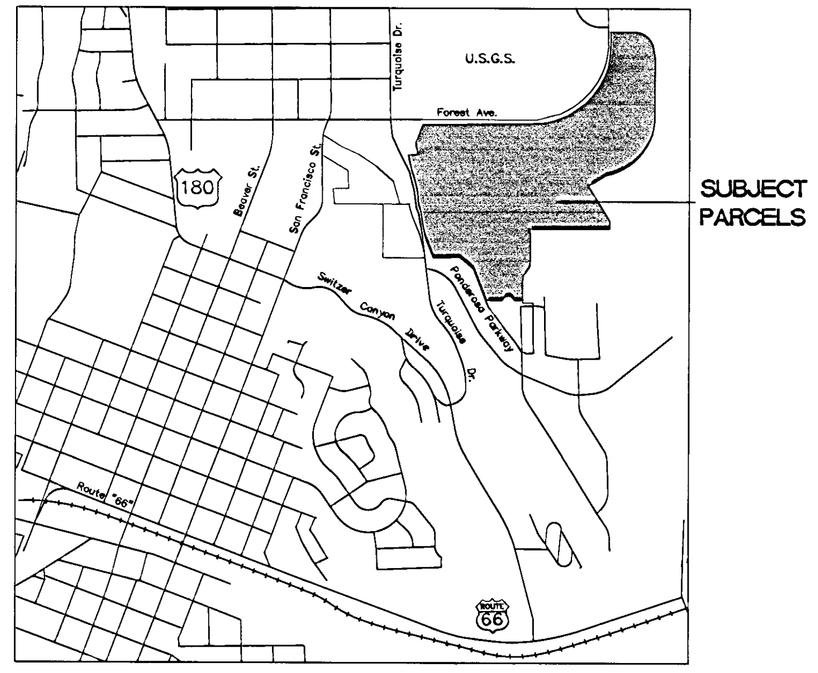
By: DAVID MATTHEWS
(Name)
MARKET PRESIDENT
(Title)

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 6.91 ACRES.



SUBJECT PARCELS

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 #1251) AT THE NORTHEAST CORNER OF SECTION 15 (C.O.F. POINT #1720110). (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 this 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. Butler

Date 03/06/08

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
40640
THOMAS J. BUTLER
ARIZONA, U.S.A.

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 (06)

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 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 35° 51' 18" E 1788.55 FT

POINT #31 (COF # 1620000)
NGS DISK IN CONCRETE STAMPED "FLAGSTAFF NCMN 1981" (FQ0454)

LATITUDE = 35° 12' 52.88786" N	NORTHING = 78,170.783 FT	ESTIMATED ACCURACY
LONGITUDE =111° 38' 05.04145" W	EASTING = 64,601.253 FT	HORIZ = NOT ADJUSTED
ELLIPSOID HEIGHT = 7,038.636 FT	ELEVATION = 7,111.107 FT	VERT = NOT ADJUSTED

POINT #1250 3" ALUM. CAP USDAFS T21N R7E

LATITUDE = 35° 12' 38.45929" N	NORTHING = 76,711.778 FT	ESTIMATED ACCURACY
LONGITUDE =111° 38' 24.31349" W	EASTING = 63,001.239 FT	HORIZ = ±0.051 FT
ELLIPSOID HEIGHT = 6,909.344 FT	ELEVATION = 6,981.825 FT	VERT = ±0.061 FT

POINT #1251 (COF # 1720110) SITE BENCHMARK 3" BRASS CAP USDIBLM 1981

LATITUDE = 35° 12' 38.55632" N	NORTHING = 76,721.086 FT	ESTIMATED ACCURACY
LONGITUDE =111° 37' 52.41747" W	EASTING = 65,648.890 FT	HORIZ = ±0.046 FT
ELLIPSOID HEIGHT = 7,027.830 FT	ELEVATION = 7,100.361 FT	VERT = ±0.055 FT

POINT #1329 3" ALUM. CAP 1/4 S15-S14 2003 RLS 26406

LATITUDE = 35° 12' 11.66293" N	NORTHING = 74,001.019 FT	ESTIMATED ACCURACY
LONGITUDE =111° 37' 51.60653" W	EASTING = 65,715.813 FT	HORIZ = ±0.187 FT
ELLIPSOID HEIGHT = 6,932.443 FT	ELEVATION = 7,005.046 FT	VERT = ±0.101 FT

UTILITY COMPANY APPROVALS

Marti Montoya — ARIZONA PUBLIC SERVICE — 3-7-08 DATE
Edie Andersen — UNISOURCE ENERGY SERVICES — 3-6-08 DATE
[illegible] — QWEST COMMUNICATIONS — 3-11-08 DATE
[illegible] — NPG 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, 2007

BY: _____ Mayor
ATTEST: Margie Brown 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: James Mironke Chairperson
ATTEST: Robert A. Barrett City Engineer

RATIFICATION STATEMENT

The undersigned, on behalf of RELIANCE BANK, a Missouri Banking Institution ~~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 03-3488279 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 whereby the undersigned acquired its respective interest in the property shall defeat, extinguish or otherwise affect the validity or applicability of this plat. The ratifier also concurs with the dedication of roadways and granting of easements.

By: _____ Date: MAY 9, 2008
(NAME)

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

REVISIONS			
NO.	DESCRIPTION	DATE	BY

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

JOB NO:	06261
DATE:	FEB. 2008
SCALE:	NTS
DRAWN:	TH
DESIGN:	N/A
CHECKED:	TB

McMILLAN MESA VILLAGE — FLAGSTAFF ARIZONA

FINAL PLAT
COVER PAGE

DRAWING NO. FP1
SHT NO. 1 OF 4

Official Records of Coconino County 3488287
Candace Owens - Recorder 05/30/2008 02:36 PM Pgs: 4
CITY OF FLAGSTAFF M-P $45.00

FILE: P:\2006\06261\EP\FNPLAT\FP-06261.dwg Eagle_Point_98

3468287 Pages: 2 of 4 05/30/2008 02:38:01 PM

FILE: P:\2006\06261\EP\FNPLAT\FP-06261.dwg Eagle_Point_98

PLOTTED: Apr 29, 2008-1:38pm

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

REVISIONS			
NO.	DESCRIPTION	DATE	BY

Shephard Wesnitzer Inc.
110 West Dale Ave.
Flagstaff, AZ 86001
928.774.8934 fax
928.773.0354
www.swi02.com

JOB NO.	06261
DATE:	FEB. 2008
SCALE:	1" = 100'
DRAWN:	TH
DESIGN:	N/A
CHECKED:	TB

FINAL PLAT
LOT GEOMETRY

McMILLAN MESA VILLAGE
FLAGSTAFF
ARIZONA

DRAWING NO. FP2
SHT NO. 2 OF 4

SEE DWG FP 3

SCALE: 1" = 100'
0 50 100

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

CLIFFSIDE ESTATES
CASE 9, MAP 40

PINE CLIFF DRIVE
FOREST AVENUE
GEMINI DRIVE
TURQUOISE DRIVE
CLIFF DRIVE

PARCEL H
330154 sq. ft.
7.58 Acres

PARCEL B
1001020 sq. ft.
22.98 Acres

PARCEL C
332294 sq. ft.
7.67 Acres

PARCEL D
320375 sq. ft.
7.35 Acres

PARCEL D2
217798 sq. ft.
5.00 Acres

PARCEL D3
275036 sq. ft.
6.31 Acres

PARCEL E
372124 sq. ft.
8.52 Acres

PARCEL F
1075290 sq. ft.
24.69 Acres

CITY PARCEL
APN: 101-28-007C
DOCKET: 1507
PAGE: 264

CITY PARCEL #3
INSTRUMENT #3470079
T21N R7E
S15/S14
N1/16
1999

CITY PARCEL #4
INSTRUMENT #3470079

CITY PARCEL #5
INSTRUMENT #3470079

CITY PARCEL #6
INSTRUMENT #3470079

CITY PARCEL #1
INSTRUMENT #3470079

POINT #1251
USDI-BLM
T21N R7E
S10 S11
S15 S14
1981

USDI-BLM
LOT 3 | LOT 1
LOT 2
1981

USDI-BLM
LOT 3 | LOT 1
S15
1981

"RLS 18215 EEC"
"LS 22258"
"RLS 28230 SCHILKE"
"RLS 28230 SCHILKE"
INST# 3054391
NOT A PART
DOCKET 1533, PAGE 966, COCONINO COUNTY RECORDERS OFFICE
NO BUILD AREA

FUTS TRAIL
EXCEPTION
FUTS EASEMENT CENTERLINE
POINT OF BEGINNING

SEE DWG FP 4

FUTS TIE-IN DETAIL 1
NTS

FUTS TIE-IN DETAIL 2
NTS

CITY PARCEL #6 DETAIL 3
NTS

SEE "FUTS TIE-IN DETAIL 2 ON RIGHT

SEE "FUTS TIE-IN DETAIL 1 ON RIGHT

FUTURE DETENTION BASIN - APPROXIMATE LOCATION

SEWERLINE AND TEMPORARY ROAD ACCESS EASEMENT

25' DRAINAGE EASEMENT

DETENTION BASIN EASEMENT

CENTERLINE, 20' WIDE (10' EACH SIDE OF CENTERLINE) FUTS EASEMENT

CENTERLINE, 16' (8' EACH SIDE) INTERIM WATERLINE EASEMENT (TO BE DEDICATED WITH FUTURE PLATS)

UTILITY EASEMENT 16'X4'

UTILITY EASEMENT 16'X12'

UTILITY EASEMENT 16'X26'

UTILITY EASEMENT 16'X33'

UTILITY EASEMENT 16'X34'

UTILITY EASEMENT 16'X31'

40' DRAINAGE EASEMENT

56' EASEMENT DKT. 1127, PG. 329 TO BE ABANDONED UPON RECORDATION OF THIS PLAT

4' ELECTRIC EASEMENT PER DKT. 1127 PG. 332

4' ELECTRIC EASEMENT PER DK. 208 PG. 140

10' TELEPHONE AND TELEGRAPH EASEMENT PER DKT. 1156 PG. 190

6' COMMUNICATIONS EASEMENT PER DKT. 1127 PG. 333

24' FUTS EASEMENT

24' WIDE FUTS EASEMENT

24' WIDE FUTS EASEMENT

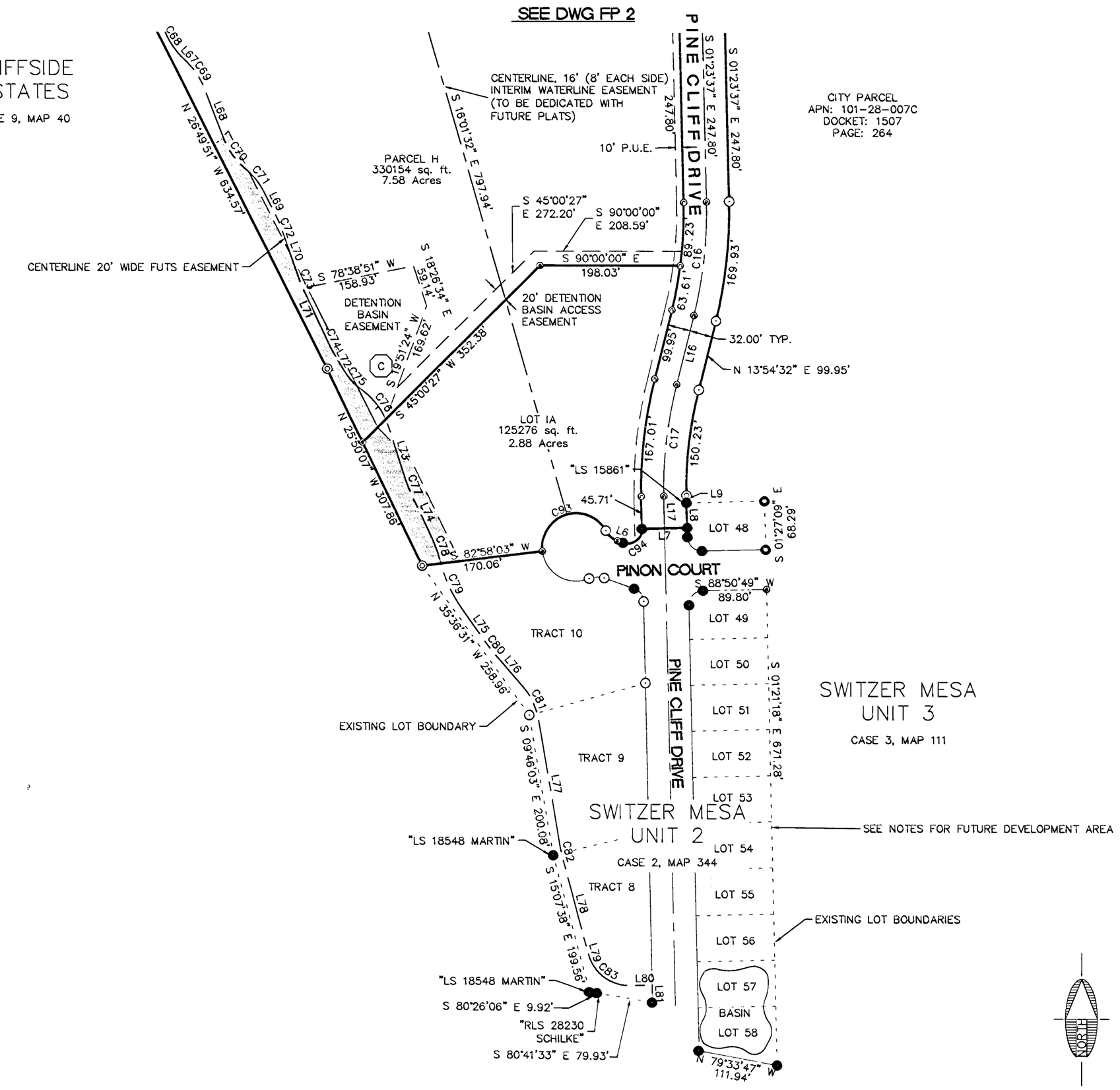
10' P.U.E.

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 "LS40640"
- FUTURE DETENTION BASIN - APPROXIMATE LOCATION

3488287 3 of 4

PLOTTED: May 20, 2008-10:31am



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"
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- 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 "LS40640"
- (C) 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-1	C, D1, E, F
A-3	B
C	H
D	D2,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 # 3445467 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.

REGISTERED LAND SURVEYOR — BRETT H. GATZ RLS — 41502 — JAMES CROWLEY — Registered as Brett — ARIZONA, U.S.A. — Expires 3/31/10

Instrument # 3488287 3 of 4
Recorded At The Request Of
Date
Records of Coconino County, AZ
Candace Owens, County Recorder

CALL TWO WORKING DAYS BEFORE YOU DIG
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REVISIONS			
NO.	DESCRIPTION	DATE	BY

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

JOB NO:	06261
DATE:	FEB. 2008
SCALE:	1" = 100'
DRAWN:	TH
DESIGN:	N/A
CHECKED:	TB

McMILLAN MESA VILLAGE — FLAGSTAFF ARIZONA

FINAL PLAT LOT GEOMETRY

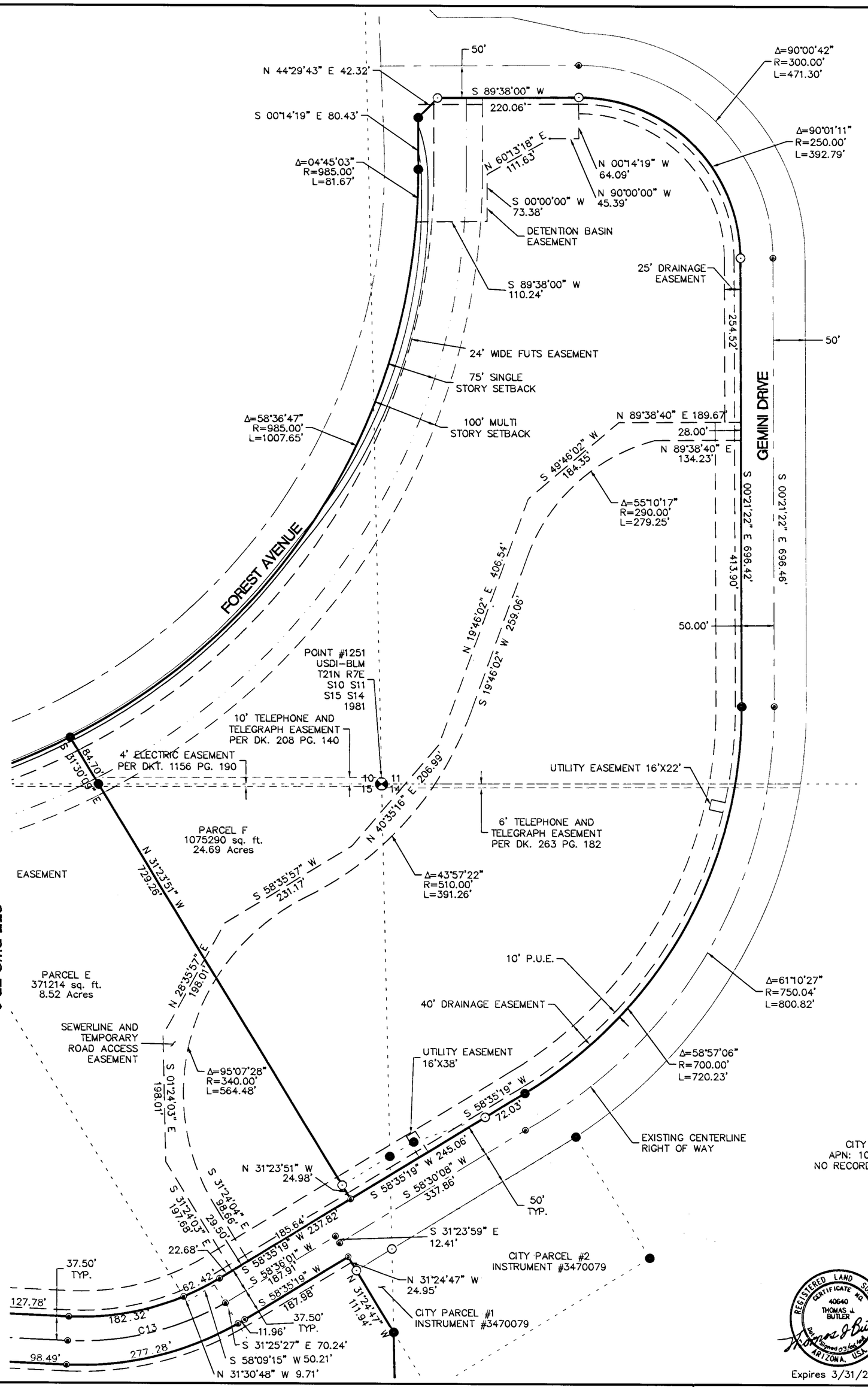
DRAWING NO. FP3
SHT NO. 3 OF 4

FILE: P:\2006\06261\EP\ENPLATYFP-06261.dwg T_WILSON

3488287 Pages: 3 of 4 05/30/2008 02:36:01 PM

3488287 4&4

PLOTTED: Mar 06, 2008-8:09am



CITY PARCEL
APN: 109-02-001L
DOCKET: 1668
PAGE: 237

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 00°12'32" E	95.92'
L2	S 26°08'01" W	117.01'
L3	S 12°05'03" E	145.97'
L4	N 73°52'48" E	261.89'
L5	S 87°25'02" E	252.82'
L6	N 71°21'27" W	8.34'
L7	N 88°38'52" E	64.08'
L8	S 01°38'33" E	35.26'
L9	N 00°18'34" W	10.19'
L15	N 16°07'12" W	101.35'
L16	S 13°54'32" W	99.95'
L17	S 01°17'25" E	45.58'
L18	S 44°48'52" W	28.26'
L19	N 45°15'20" W	28.21'
L50	S 02°03'17" W	20.09'
L51	S 53°39'22" W	57.73'
L52	S 19°04'53" W	61.64'
L53	S 41°46'51" E	9.31'
L54	S 02°20'44" W	27.82'
L55	S 47°41'45" E	16.26'
L56	S 15°20'57" E	11.00'
L57	S 34°38'40" E	106.89'
L58	S 52°26'48" E	12.64'
L59	S 17°46'24" E	67.13'
L60	S 01°55'47" W	34.36'
L61	S 15°59'16" E	46.04'
L62	S 00°00'00" E	24.49'
L63	S 16°38'28" E	139.90'
L64	S 43°16'50" E	67.61'
L65	S 19°55'45" E	79.15'
L66	S 19°55'45" E	4.29'
L67	S 45°06'16" E	13.77'
L68	S 21°16'16" E	77.86'
L69	S 26°49'51" E	40.23'
L70	S 19°33'04" E	83.36'
L71	S 25°13'18" E	90.25'
L72	S 30°49'48" E	28.76'
L73	S 18°04'46" E	78.01'
L74	S 25°38'30" E	60.47'
L75	S 35°26'43" E	63.31'
L76	S 40°39'23" E	64.90'
L77	S 09°46'03" E	184.97'
L78	S 15°07'38" E	143.06'
L79	N 15°07'38" W	0.69'
L80	N 88°36'51" E	30.68'
L81	S 01°23'31" E	24.27'
L82	N 10°30'31" E	53.77'
L83	N 90°00'00" E	0.00'
L84	N 82°36'41" E	74.71'
L85	S 71°21'26" E	47.82'
L86	N 80°17'18" E	122.62'
L87	S 67°38'21" E	50.65'
L88	N 71°13'03" E	41.04'
L89	S 73°44'54" E	71.31'
L90	N 76°48'53" E	26.54'
L300	S 34°23'46" E	101.97'
L301	S 21°56'15" E	75.34'
L302	S 10°25'37" E	76.66'
L303	S 06°46'40" E	294.95'
L304	S 07°57'29" E	46.32'
L305	S 30°21'21" E	133.32'
L306	S 34°23'46" E	116.35'
L307	S 21°56'15" E	70.09'
L308	S 10°25'37" E	73.34'
L309	S 06°46'40" E	294.41'
L310	S 07°57'29" E	51.52'
L311	S 30°21'21" E	133.77'

CURVE TABLE

NUMBER	DEFLECTION ANGLE	DEGREE OF CURVE - ARC	ARC LENGTH	TANGENT	RADIUS
C9	26°20'33"	14°19'26"	183.91	93.61	400.00
C10	38°13'04"	14°19'26"	266.81	138.58	400.00
C11	94°02'09"	19°05'55"	492.37	321.91	300.00
C12	18°42'10"	07°09'43"	261.14	131.74	800.00
C13	32°28'18"	12°43'57"	255.03	131.04	450.00
C14	35°44'36"	19°05'55"	187.15	96.73	300.00
C15	50°27'53"	19°05'55"	264.23	141.38	300.00
C16	15°16'16"	09°27'45"	161.39	81.17	605.50
C17	15°17'14"	09°38'16"	158.62	79.78	594.50
C18	93°18'53"	76°23'40"	122.15	79.47	75.00
C19	87°11'25"	76°23'40"	114.13	71.41	75.00
C50	71°30'15"	163°42'08"	43.68	25.20	35.00
C51	17°09'40"	19°05'55"	89.86	45.27	300.00
C52	34°34'29"	57°17'45"	60.34	31.12	100.00
C53	60°51'44"	57°17'45"	106.22	58.74	100.00
C54	44°07'34"	81°51'04"	53.91	28.37	70.00
C55	50°02'29"	71°37'11"	69.87	37.34	80.00
C56	32°20'48"	71°37'11"	45.16	23.20	80.00
C57	19°17'43"	32°44'26"	58.93	29.75	175.00
C58	17°48'09"	57°17'45"	31.07	15.66	100.00
C59	34°40'24"	57°17'45"	60.52	31.22	100.00
C60	19°42'11"	57°17'45"	34.39	17.37	100.00
C61	14°54'18"	105°42'54"	14.10	7.09	54.20
C62	15°55'47"	114°35'30"	13.90	7.00	50.00
C63	16°19'54"	71°24'16"	22.87	11.51	80.24
C64	24°30'56"	57°17'45"	42.79	21.73	100.00
C65	11°08'52"	71°37'11"	15.57	7.81	80.00
C66	31°54'14"	57°17'45"	55.68	28.58	100.00
C67	44°06'26"	114°35'30"	38.49	20.26	50.00
C68	25°10'30"	57°17'45"	43.94	22.33	100.00
C69	23°50'00"	57°17'45"	41.60	21.10	100.00
C70	29°38'29"	57°17'45"	51.73	26.46	100.00
C71	24°04'54"	57°17'45"	42.03	21.33	100.00
C72	07°16'47"	57°17'45"	12.71	6.36	100.00
C73	05°40'15"	57°17'45"	9.90	4.95	100.00
C74	05°36'29"	57°17'45"	9.79	4.90	100.00
C75	23°00'14"	57°17'45"	40.15	20.35	100.00
C76	35°45'16"	57°17'45"	62.40	32.26	100.00
C77	07°33'44"	28°38'52"	26.40	13.22	200.00
C78	11°36'31"	28°38'52"	40.52	20.33	200.00
C79	21°24'45"	28°38'52"	74.74	37.81	200.00
C80	05°12'40"	57°17'45"	9.09	4.55	100.00
C81	30°53'20"	57°17'45"	53.91	27.63	100.00
C82	05°21'35"	57°17'45"	9.35	4.68	100.00
C83	76°15'31"	95°29'35"	79.86	47.10	60.00
C90	41°49'37"	76°23'40"	54.75	28.66	75.00
C91	82°48'59"	76°23'40"	108.41	66.14	75.00
C92	41°24'35"	76°23'40"	54.21	28.35	75.00
C93	158°00'36"	119°21'58"	132.37	247.05	48.00
C94	111°18'49"	286°28'44"	38.86	29.27	20.00
C95	81°09'28"	190°59'09"	42.49	25.69	30.00
C96	13°01'40"	57°17'45"	22.74	11.42	100.00
C97	20°19'27"	19°05'55"	106.42	53.77	300.00
C98	26°01'53"	57°17'45"	45.43	23.12	100.00
C99	28°21'16"	57°17'45"	49.49	25.26	100.00
C100	32°04'21"	114°35'30"	27.99	14.37	50.00
C101	41°08'36"	114°35'30"	35.90	18.77	50.00
C102	35°02'03"	114°35'30"	30.57	15.78	50.00
C103	29°26'13"	114°35'30"	25.69	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 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 "LS40640"
- (C) 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.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
40640
THOMAS A. BUTLER
ARIZONA, U.S.A.
Expires 3/31/2010

Instrument # 3488287 4&4
Recorded At The Request Of
Date 7-2-08 11:59 A.M.
Records of Coconino County, AZ
Candace Owens, County Recorder

SCALE: 1" = 100'
0 50 100

3488287 Pages: 4 of 4 05/30/2008 02:38:01 PM

FILE: P:\2006\06261\EP\FINPLAT\FP-06261.dwg Eagle_Point_98

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

REVISIONS			
NO.	DESCRIPTION	DATE	BY

SWI
Shephard Wesnitzer, Inc.

110 West Dale Ave.
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO:	06261
DATE:	FEB. 2008
SCALE:	1" = 100'
DRAWN:	TH
DESIGN:	N/A
CHECKED:	TB

McMILLAN MESA VILLAGE
FLAGSTAFF ARIZONA

FINAL PLAT
LOT GEOMETRY

DRAWING NO. FP4
SHT NO. 4 OF 4

Official Records of Coconino County 3432671
Candace Owens - Recorder 04/04/2007 09:48 AM Pgs: 17
CITY OF FLAGSTAFF AM $17.00

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

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into as of the 20th day of March, 2007, between Cavan Opportunity Fund, L.L.C., a Delaware limited liability company ("Owner"), and the City of Flagstaff, Arizona, a municipal corporation organized and existing under the laws of the State of Arizona ("City").

RECITALS

A. Arizona Revised Statutes ("A.R.S.") § 9-500.05 authorizes the City to enter into a development agreement with a landowner or any other person having an interest in real property located in the City.

B. The Owner is the owner of certain real property located within the incorporated boundaries of the City and which is depicted in Exhibit A, attached to and made a part hereof ("Property"). The Property is situated within the area comprising the McMillan Mesa Village Specific Plan dated August 14, 1992 ("Specific Plan"), the area of which is depicted in Exhibit B, attached to and made a part hereof.

C. Owner desires to develop a mixed use subdivision within the Specific Plan area ("Project").

D. For reasons including interests of public health, safety and welfare, the Owner and the City are entering into this Agreement to set forth and clarify certain public infrastructure obligations for the Project as recommended by the Planning and Zoning Commission.

E. This Agreement is consistent with the Specific Plan and those portions of the Flagstaff Area Regional Land Use and Transportation Plan ("General Plan") applicable to the Property.

F. Owner is under no compulsion, economic or otherwise, to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations of the parties set forth herein, the parties agree as follows:

1. Recitals. The recitals set forth above are acknowledged by the parties to be true and correct and are incorporated herein by reference.

2. Interest of the Owner. The Owner hereby represents and warrants to the City that Owner is the sole fee title owner of the Property as of the date of this Agreement and that to the best of Owner's actual knowledge no other person or entity has any legal or equitable ownership interest in the Property except First Fidelity Bank, N.A. ("Lender"), which as of the date of this Agreement has an equitable interest in the Property.

3. Assignment. The rights of the Owner under this Agreement may be transferred or assigned, in whole or in part, by written instrument, to any subsequent owner or lessee of all or any portion of the Property, provided that the Owner notifies the City thereof within fifteen (15) days following any such transfer or assignment.

4. Binding Effect of Agreement. The burdens of this Agreement bind, and the benefits of this Agreement inure to the parties hereto and their successors in interest and assigns of the parties hereto pursuant to A.R.S. § 9-500.05(D).

5. Implementation. This Agreement is intended to facilitate the development of the Property by assuring the development of certain public infrastructure described below.

6. Public Infrastructure.

6.1 Water Storage Infrastructure. The Owner agrees to construct a water storage tank sized to meet the development's average daily usage plus two-hour fire flow, which equates to 541,400 gallons of water storage, as required in the McMillan Mesa Village Subdivision Public Water & Sewer Impact Analysis dated July 7, 2006 and prepared by the City of Flagstaff Utilities Department. To meet this requirement, subject to the reimbursement provided herein, the Owner shall design, construct and connect to the Zone "A" water system, a 1.2 million gallon water storage tank at the existing Cheshire tank site owned by the City of Flagstaff. In addition, the Owner shall pay to the City of Flagstaff a fee equal to the estimated proportionate amount of operation and maintenance expenses for 20 years of operation and maintenance costs for the 1.2 million gallon water storage tank. (The Owner's cost for operation and maintenance shall be equal to its proportionate share of the tank size). Design and construction plans for the 1.2 million gallon water tank shall be provided by the Owner along with the subdivision improvement plans.

The City shall reimburse the Owner for the City's proportional share of construction costs for the 1.2 million gallon water storage tank and shall provide the land for construction of the 1.2 million gallon water storage tank located at the existing Cheshire tank site. The extent of the City's reimbursement obligation regarding the water storage tank shall be limited to its

share of water tank construction costs, as specified above. The Owner's proportionate share for construction of the 1.2 million gallon water storage tank equates to 45.08%, which is based on the 541,400 gallons of required water storage. The City's proportional share for construction of the 1.2 million gallon water storage tank equates to 54.92%, which is based on 658,600 gallons of excess water storage capacity. Reimbursement by the City to the Owner shall be made upon completion and acceptance of the water storage tank and related facilities by the City of Flagstaff Utilities Department.

The City shall not issue Project building permits for more than 300 residential units and 26 acres of commercial development or the equivalent thereof until the Owner has provided the additional 541,400 gallons of water storage capacity as described above and the water storage tank is operational.

6.2 Sewer Line Improvements. Prior to the issuance of building permits the Owner shall be required to construct off-site sewer improvements to include replacement of the existing 33" sewer line connecting manholes 23-063 and 23-058 with a 42" sewer line. This sewer line reach is approximately 2,237' feet in length. Infrastructure improvements shall include sewer line, manholes and any other incidental utility improvements necessary for construction. The Owner shall provide design and construction plans for the sewer line replacement with the subdivision improvement plans. The Owner shall be responsible for all costs associated with the design and construction for the sewer line replacement. The City shall reimburse the Owner for the difference of construction costs between a 36" sewer line and a 42" sewer line upon completion of the sewer line improvements acceptance thereof by the City of Flagstaff Utilities Department.

7. Effective Date. This Agreement shall be effective upon execution by the parties hereto and recordation in the Office of the Coconino County Recorder.

8. Amendments or Cancellation of the Agreement. This Agreement may be amended or canceled, in whole or in part only with the mutual written consent of the City and the Owner. Within ten (10) days after any such amendment or cancellation of this Agreement, the amendment or cancellation shall be recorded by the City in the Official Records of Coconino County, Arizona.

9. Duration. If not sooner terminated in accordance with the provisions hereof, this Agreement shall automatically terminate and be of no further force fifteen (15) years from the effective date hereof. If the parties mutually determine that a longer period for the performance of the provisions of this Agreement is necessary for any reason, the term of this Agreement may be extended by a written amendment.

10. Relationship of the Parties. It is understood that the contractual relationship between the parties is undertaken pursuant to the authorization contained in A.R.S. § 9-500.05, and nothing contained in this Agreement shall create any partnership, joint venture or agency relationship between the City and the Owner. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not

a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder, whether as a third-party beneficiary or otherwise.

11. General Provisions.

11.1 Notices.

(a) Manner of Serving. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith ("Notices") shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified United States Postal Service Mail, return receipt requested, postage prepaid to:

If to City: City Clerk, City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

Copy to: City Attorney
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to Owner: Cavan Opportunity Fund, L.L.C.
c/o Cavan Management Services, L.L.C.
15333 N. Pima Road, Suite 305
Scottsdale, Arizona 85260

If to Lender: First Fidelity Bank, N.A.
Attention: Susan Chapman, Vice President
232 N. 32nd Street
Phoenix, Arizona 85018

Copy to: William P. Ring, Esq.
114 N. San Francisco Street, Suite 200
Flagstaff, Arizona 86001

Or to such other addresses as a party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.

(b) Mailing Effective. Notices given by mail shall be deemed delivered seventy-two (72) hours following deposit in the U.S. Postal Service, in the manner set forth above.

11.2 General Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.

11.3 Attorneys' Fees and Costs. Subject to Section 11.14, Mediation, if legal action by either party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and court costs.

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

11.5 Headings. The description headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, other than specifically incorporated herein by reference, are superseded by this Agreement.

11.7 Severability. If any provision of this Agreement is declared void or unenforceable, the provisions shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the overall intent of the parties is not materially vitiated by such severability.

11.8 Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. The parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Coconino County, Arizona, and the parties hereby waive any right to object to such venue.

11.9 Recordation. No later than ten (10) days after this Agreement has been executed by the City and Owner, it shall be recorded in its entirety by the City in the Official Records of Coconino County, Arizona.

11.10 Default, Remedies. If either party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity including specific performance.

11.11 Authority. The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement.

11.12 Cancellation. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

11.13 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either party or against the party who prepared the last draft.

11.14 Mediation. If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This section does not constitute a waiver of the parties' right to arbitrate or initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

11.15 Signatures. Each person who executed this Agreement on behalf of the Owner personally warrants and guarantees to the City that he or she has the legal power to bind the Owner to this Agreement with respect to such person's interest.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF FLAGSTAFF, an Arizona municipal corporation

Joseph C. Donaldson, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

[Signatures continued on following page]

CAVAN OPPORTUNITY FUND, L.L.C., a Delaware limited liability company

By: Cavan Management Services, L.L.C., an Arizona limited liability company, its Manager

By: _____
Thomas P. Kell, its Manager

Acknowledged and Approved:

First Fidelity Bank, N.A.

By: _____
Susan Chapman, Vice President

STATE OF ARIZONA)
) ss
County of Coconino)

On this 2nd day of April, 2007, before me, a Notary Public, personally appeared Joseph C. Donaldson, Mayor of the City of Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

_____
Notary Public

My Commission Expires:

OFFICIAL SEAL
PATRICIA A. TENCZA
Notary Public - State of Arizona
COCONINO COUNTY
My Comm. Expires Aug. 16, 2010

STATE OF ARIZONA)
) ss
County of Maricopa)

On this 2nd day of March, 2007, before me, a Notary Public, personally appeared Thomas P. Kell, known to be and satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained as President of Cavan Management Services, L.L.C., Manager of Cavan Opportunity Fund, L.L.C.

Naomi McCarthy
Notary Public

My Commission Expires: 8-31-2010

OFFICIAL SEAL
NAOMI McCARTHY
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Aug. 31, 2010

EXHIBIT "A"
McMillan Mesa Village
Development Agreement
Net of Public Rights of Way

PARCEL 1:

LOT 3 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA.

EXCEPTING THEREFROM THE WESTERN 40.00 FEET THEREOF, BEING THE EASTERN RIGHT OF WAY OF TURQUOISE DRIVE , A PUBLIC STREET, AS SHOWN ON RESULTS OF SURVEY MAP RECORDED IN BOOK 4, PAGE 35 (R.C.C.)(R2)

PARCEL 2:

LOT 1, SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF FLAGSTAFF IN INSTRUMENT RECORDED SEPTEMBER 22, 1992 IN DOCKET 1507, PAGE 271, AND CONDITION OF ACCEPTANCE BY THE CITY OF FLAGSTAFF RECORDED MARCH 18, 1993 IN DOCKET 1548, PAGE 914.

ALSO **EXCEPTING** THEREFROM THAT PORTION CONVEYED TO THE CITY OF FLAGSTAFF IN BY SPECIAL WARRANTY DEED RECORDED DECEMBER 22, 1992 IN DOCKET 1531, PAGE 090.

PARCEL 3:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS 40.26 FEET, NORTH 89 DEGREES 47 MINUTES EAST ALONG THE NORTHERLY LINE OF SAID SECTION 15 FROM THE NORTH QUARTER CORNER, SAID CORNER BEING A 5/8 INCH REBAR IN A 12" CONCRETE FILLED CORRUGATED METAL PIPE, SAID POINT BEING A RAILROAD SPIKE IN THE CENTERLINE OF TURQUOISE DRIVE;

THENCE NORTH 89 DEGREES 47 MINUTES EAST (BASIS OF BEARING FROM U.S.B.L.M. PLAT, DATED AUGUST 3, 1982 (R1) ALONG THE NORTHERLY LINE OF SAID SECTION 15, 1607.76 FEET (RI), 1605.47 MEASURED (M) TO A BLM STANDARD CAP MARKING A CORNER OF LOTS 1 AND 2 OF SAID SECTION 15; THENCE SOUTH 21 DEGREES 09 MINUTES EAST, 843.48 FEET (RI), SOUTH 21 DEGREES 11 MINUTES EAST, 840.78 FEET (M) ALONG THE LINE BETWEEN LOTS 2 AND 1 TO A BLM STANDARD CAP MARKING THE CORNER BETWEEN LOTS 1, 2 AND 3;

THENCE SOUTH 77 DEGREES 08 MINUTES WEST, 1684.32 FEET (R1), SOUTH 77 DEGREES 46 MINUTES WEST, 1683.92 FEET (M) TO A RAILROAD SPIKE IN THE CENTERLINE OF TURQUOISE DRIVE, MARKING THE CORNER BETWEEN LOTS 2, 3 AND 4;

THENCE NORTHERLY ALONG THE CENTERLINE OF TURQUOISE DRIVE ALONG A CURVE CONVEX TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 1198.25 FEET, DELTA OF 20 DEGREES 13 MINUTES, AND LENGTH OF 422.73 FEET (R1 AND M) TO A POINT OF REVERSE CURVATURE.

THENCE CONTINUING ALONG TURQUOISE DRIVE ALONG A CURVE CONVEX TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 849.68 FEET (R1), 851.73(M), DELTA = 27 DEGREES 55 MINUTES (R1), 27 DEGREES 51 MINUTES FEET (M), AND LENGTH OF 409.89 FEET(R1), 409.92 FEET (M) TO A POINT OF REVERSE CURVATURE;

THENCE CONTINUING ALONG TURQUOISE DRIVE ALONG A CURVE CONVEX TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 695.55 FEET (R1), 695.83 FEET(M); DELTA OF 28 DEGREES 18 MINUTES (R1), 28 DEGREES 16 MINUTES (M) AND LENGTH OF 343.40 FEET (R1), 343.37 FEET (M) TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG TURQUOISE DRIVE NORTH 0 DEGREES 24 MINUTES WEST, 16.63 FEET (R1), NORTH 0 DEGREES 21 MINUTES WEST, 16.61 FEET (M) TO THE **POINT OF BEGINNING**;

AND FURTHER BEING DESCRIBED AS LOT 2 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF FLAGSTAFF BY ORDER RECORDED IN DOCKET 1349, PAGE 233;

ALSO **EXCEPTING** THEREFROM THE WESTERN 40.00 FEET THEREOF, BEING THE EASTERN RIGHT OF WAY OF TURQUOISE DRIVE , A PUBLIC STREET, AS SHOWN ON RESULTS OF SURVEY MAP RECORDED IN BOOK 4, PAGE 35 (R.C.C.)(R2)

ALSO **EXCEPTING** THEREFROM THE NORTHERN 33.50 FEET OF SAID LOT 2 OF SECTION 15;

ALSO **EXCEPTING** THEREFROM A PORTION OF A PARCEL OF LAND DESCRIBED IN DOCKET 1129, PAGE 577 OF THE RECORDS OF COCONINO COUNTY, ARIZONA (R.C.C.), SITUATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PART1CULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTH QUARTER OF SAID SECTION 15;

THENCE NORTH 89 DEGREES 50 MINUTES 12 SECONDS EAST [BASIS OF BEARING: (DOCKET 1349, PAGE 239 (R.C.C.)(R1))], ALONG THE NORTH SECTION LINE OF SAID SECTION 15 FOR 80.60 FEET [RECORD: 80.58 FEET(R1)] TO THE EAST RIGHT OF WAY LINE OF TURQUOISE DRIVE AS SHOWN ON RESULTS OF SURVEY MAP RECORDED IN BOOK 4, PAGE 35 (R.C.C.)(R2);

THENCE SOUTH 00 DEGREES 16 MINUTES 14 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE FOR 16.55 FEET TO A NONTANGENT POINT OF CURVATURE;

THENCE SOUTEASTERLY ALONG SAID EAST RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 03 DEGREES 40 MINUTES 32 SECONDS AND A RADIUS OF 657.11 FEET, FOR A DISTANCE OF 42.15 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 01 DEGREES 12 MINUTES 50 SECONDS EAST FOR 42.15 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DOCKET 1349, PAGE 240 (R.C.C.)(R.3) AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 43 DEGREES 22 MINUTES 31 SECONDS EAST ALONG THE SOUTHERLY

PARCEL LINE OF SAID PARCEL (R3) FOR 34.73 FEET [RECORD: 34.44 FEET (R3)] TO A POINT;

THENCE NORTH 89 DEGREES 50 MINUTES 12 SECONDS EAST ALONG SAID SOUTHERLY PARCEL LINE FOR 30.01 FEET [M & R3] TO A POINT;

THENCE SOUTH 72 DEGREES 55 MINUTES 14 SECONDS EAST ALONG SAID SOUTHERLY PARCEL LINE FOR 48.91 FEET [M & R3] TO A POINT;

THENCE NORTH 85 DEGREES 09 MINUTES 30 SECONDS EAST ALONG SAID SOUTHERLY PARCEL LINE FOR 67.44 FEET [M & R3] TO A POINT,

THENCE SOUTH 84 DEGREES 27 MINUTES 10 SECONDS EAST [M & R3] ALONG SAID SOUTHERLY PARCEL LINE FOR 73.58 FEET TO A POINT;

THENCE SOUTH 20 DEGREES 18 MINUTES 32 SECONDS WEST FOR 224.82 FEET TO A POINT;

THENCE SOUTH 08 DEGREES 00 MINUTES 15 SECONDS EAST FOR 147.17 FEET TO A POINT;

THENCE SOUTH 81 DEGREES 39 MINUTES 15 SECONDS WEST FOR 63.67 FEET TO A NONTANGENT POINT ON CURVE, SAID POINT BEING THE EASTERLY RIGHT OF WAY LINE OF SAID (R2);

THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 06 DEGREES 6 MINUTES 29 SECONDS AND A RADIUS OF 892.28 FEET FOR A DISTANCE OF 97.72 FEET, THE CHORD OF SAID CURVE BEARS NORTH 25 DEGREES 27 MINUTES 37 SECONDS WEST FOR 97.67 FEET TO A POINT OF REVERSE CURVE;

THENCE CONTINUE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24 DEGREES 32 MINUTES 45 SECONDS AND A RADIUS OF 657.11 FEET, FOR A DISTANCE OF 279.36 FEET, THE CHORD OF SAID CURVE BEARS NORTH 16 DEGREES 19 MINUTES 29 SECONDS WEST FOR 279.36 FEET, TO THE TRUE **POINT OF BEGINNING**.

PARCEL 4:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

FOR REFERENCE, BEGIN AT THE EAST QUARTER CORNER OF SAID SECTION 15, A BLM BRASS CAP;

THENCE NORTH, 00 DEGREES O8 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 550.96 FEET TO A ½ INCH PIPE;

THENCE SOUTH 89 DEGREES 40 MINUTES 31 SECONDS WEST, A DISTANCE OF 49.94 FEET;

THENCE NORTH 89 DEGREES 49 MINUTES 41 SECONDS WEST, A DISTANCE OF 128.44 FEET;

THENCE NORTH 80 DEGREES 43 MINUTES 57 SECONDS WEST, A DISTANCE OF 56.20 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 52 SECONDS WEST, A DISTANCE OF 107.02 FEET TO THE TRUE **POINT OF BEGINNING**;

THENCE SOUTH 02 DEGREES 02 MINUTES 55 SECONDS EAST, A DISTANCE OF 529.73 FEET;

THENCE NORTH 89 DEGREES 45 MINUTES 20 SECONDS WEST, A DISTANCE OF 97.85 FEET;

THENCE SOUTH 00 DEGREES 52 MINUTES 01 SECONDS EAST, A DISTANCE OF 87.27 FEET TO THE BEGINNNG OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 31 MINUTES 07 SECONDS;

THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.60 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 06 SECONDS WEST, A DISTANCE OF 96.00 FEET TO THE BEGINNING OFA CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 29 MINUTES 09 SECONDS;

THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.24 FEET;

THENCE NORTH 00 DEGREES 51 MINUTES 45 SECONDS WEST, A DISTANCE OF 87.85 FEET;

THENCE NORTH 89 DEGREES 45 MINUTES 20 SECONDS WEST, A DISTANCE OF 7.00 FEET;

THENCE NORTH 89 DEGREES 34 MINUTES 28 SECONDS WEST, A DISTANCE OF 68.13 FEET;

THENCE NORTH 75 DEGREES 59 MINUTES 46 SECONDS WEST, A DISTANCE OF 57.74 FEET;

THENCE NORTH 78 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 99.31 FEET;

T'HENCE NORTH 00 DEGREES 08 MINUTES 15 SECONDS EAST, A DISTANCE OF 587.55 FEET;

THENCE SOUTH 75 DEGREES 28 MINUTES 17 SECONDS EAST, A DISTANCE OF 373.65 FEET TO THE **POINT OF BEGINNING.**

PARCEL 5:

A PORTION OF THE EAST HALF OF SECTION 15, TOWNSHIP 21 NORTH RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

TRACTS 8, 9 AND 10, SWITZER MESA UNIT TWO, AS SHOWN ON THE PLAT THEREOF RECORDED IN CASE 2, MAPS 344-344D, RECORDS OF COCONINO COUNTY, ARIZONA; AND

LOTS 48-58, INCLUSIVE, SWITZER MESA UNIT TWO, AS SHOWN ON THE PLAT THEREOF RECORDED IN CASE 2, MAPS 344-344D, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL 6:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

FOR REFERENCE, BEGIN AT THE NORTH 1/16TH CORNER OF SAID SECTION 15, A BLM BRASS CAP;

THENCE NORTH 88 DEGREES 19 MINUTES 36 SECONDS WEST, A DISTANCE OF 1005.26 FEET TO THE TRUE **POINT OF BEGINNING;**

THENCE SOUTH 00 DEGREES 12 MINUTES 03 SECONDS WEST, A DISTANCE OF 326.33 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 637.50 FEET AND A CENTRAL ANGLE OF 15 DEGREES 16 MINUTES 44 SECONDS;

THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 170.0 FEET;

THENCE SOUTH 15 DEGREES 28 MINUTES 47 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE BEGINNING OFA CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 562.50 FEET AND A CENTRAL ANGLE OF 15 DEGREES 16 MINUTES 44 SECONDS;

THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 00 DEGREES 12 MINUTES 03 SECONDS WEST, A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF LOT 48, SWITZER MESA UNIT TWO, AS SHOWN ON THE PLAT RECORDED IN CASE 2, MAPS 344-344D, RECORDS OF COCONINO COUNTY, ARIZONA;

THENCE SOUTH 89 DEGREES 45 MINUTES 13 SECONDS EAST, A DISTANCE OF 110.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 48;

THENCE SOUTH 00 DEGREES 12 MINUTES 03 SECONDS WEST, A DISTANCE OF 795.32 FEET TO THE SOUTHEAST CORNER OF LOT 58 OF SAID SWITZER MESA UNIT TWO;

THENCE NORTH 77 DEGREES 44 MINUTES 39 SECONDS WEST, A DISTANCE OF 111.93 FEET TO THE SOUTHWEST CORNER OF SAID LOT 58;

THENCE NORTH 00 DEGREES 27 MINUTES 54 SECONDS EAST, A DISTANCE OF 56.65 FEET;

THENCE NORTH 78 DEGREES 57 MINUTES 51 SECONDS WEST, A DISTANCE OF 155.10 FEET TO THE SOUTHWEST CORNER OF TRACT 8 OF SAID SWITZER MESA UNIT TWO;

THENCE NORTH 13 DEGREES 32 MINUTES 21 SECONDS WEST, ALONG THE WEST LINE OF SAID TRACT 8, A DISTANCE OF 200.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT 8;

THENCE NORTH 07 DEGREES 35 MINUTES 08 SECONDS WEST, A DISTANCE OF 200.00 FEET TO THE NORTHWEST CORNER OF TRACT 9 OF SAID SWITZER MESA UNIT TWO;

THENCE NORTH 33 DEGREES 34 MINUTES 58 SECONDS WEST, A DISTANCE OF 260.00 FEET TO THE NORTHWEST CORNER OF TRACT 10 OF SAID SWITZER MESA UNIT TWO;

THENCE NORTH 25 DEGREES 17 MINUTES 40 SECONDS WEST, A DISTANCE OF 939.94 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15;

THENCE SOUTH 88 DEGREES 19 MINUTES 36 SECONDS EAST, ALONG SAID NORTH LINE A DISTANCE OF 844.34 FEET TO THE **POINT OF BEGINNING.**

EXCEPTING THEREFROM ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE LINES OF SWITZER MESA UNIT TWO, AS SHOWN ON THE PLAT THEREOF RECORDED IN CASE 2, MAPS 344-344D, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL 7:

THAT PORTION OF SECTIONS 10, 11 AND 14, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 10 THAT LIES SOUTH 89 DEGREES 50 MINUTES 12 SECONDS WEST (BASIS OF BEARINGS, DOCKET 1349, PAGE 239, COCONINO COUNTY RECORDERS OFFICE) A DISTANCE OF 439.62 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 10;

THENCE NORTH 31 DEGREES 22 MINUTES 18 SECONDS WEST, A DISTANCE OF 84.56 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CEDAR AVENUE AS DESCRIBED IN DOCKET 1437, PAGE 163, AND THE BEGINNING OF A NONTANGENT CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS NORTH 26 DEGREES 57 MINUTES 58 SECONDS WEST, BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 985.00 FEET AND A CENTRAL ANGLE OF 63 DEGREES 21 MINUTES 12 SECONDS;

THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 1089.14 FEET;

THENCE NORTH 00 DEGREES 19 MINUTES 10 SECONDS WEST, A DISTANCE OF 138.12 FEET;

THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 00 DEGREES 19 MINUTES 10 SECONDS WEST, A DISTANCE OF 22.50 FEET;

THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, A DISTANCE OF 170.00 FEET TO THE BEGINNING OFA CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE EASTERLY AND SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 471.24 FEET;

THENCE SOUTH 00 DEGREES 19 MINUTES 10 SECONDS EAST, A DISTANCE OF 696.22 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 750.00 FEET AND A CENTRAL ANGLE OF 56 DEGREES 26 MINUTES 16 SECONDS;

THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 738.77 FEET;

THENCE SOUTH 31 DEGREES 22 MINUTES 18 SECONDS EAST, A DISTANCE OF 270.27 FEET;

THENCE SOUTH 58 DEGREES 37 MINUTES 42 SECONDS WEST, A DISTANCE OF 350.00 FEET, MORE OF LESS, TO A POINT THAT LIES SOUTH 31 DEGREES 22 MINUTES 18 SECONDS EAST FROM THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 58 DEGREES 37 MINUTES 42 SECONDS WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 31 DEGREES 22 MINUTES 18 SECONDS WEST, A DISTANCE OF 108.48 FEET, MORE OF LESS, TO A POINT ON THE WEST LINE OF SAID SECTION 14;

THENCE NORTH 01 DEGREES 22 MINUTES 18 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 14 TO THE NORTHWEST CORNER OF SAID SECTION 14;

THENCE SOUTH 89 DEGREES 50 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 439.62 FEET TO THE POINT OF **BEGINNING**;

EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN DOCKET 1499, PAGE 636, AND AMENDED AND CORRECTED IN DOCKET 1502, PAGE 483.

PARCEL 8:

THAT PORTION OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14;

THENCE SOUTH 89 DEGREES 50 MINUTES 12 SECONDS WEST (BASIS OF BEARINGS DOCKET 1349,

PAGE 239, RECORDS OF COCONINO COUNTY RECORDERS OFFICE) ALONG THE NORTH LINE OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, A DISTANCE OF 439.62 FEET;

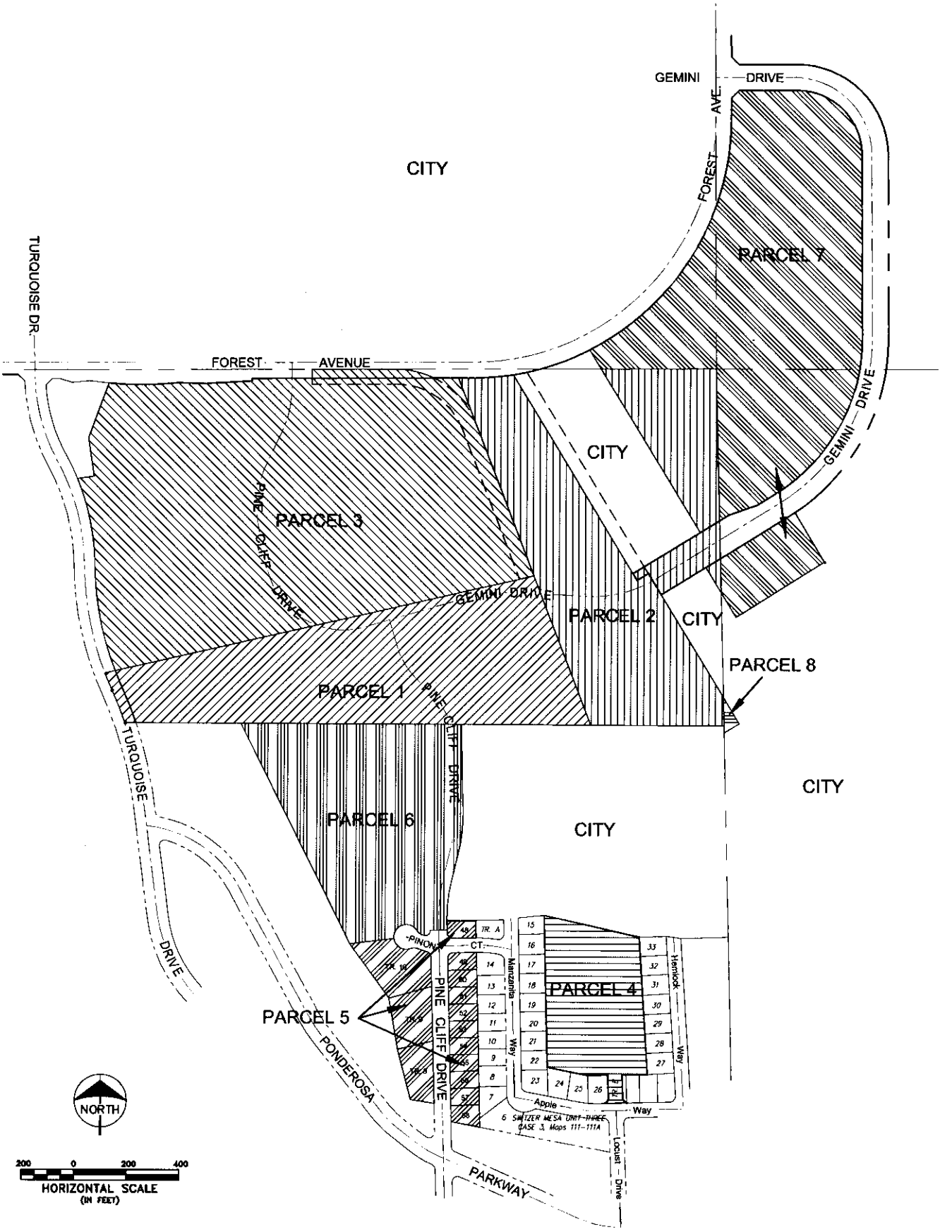
THENCE CONTINUING SOUTH 89 DEGREES 50 MINUTES 12 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 292.30 FEET;

THENCE SOUTH 31 DEGREES 22 MINUTES 18 SECONDS EAST, A DISTANCE OF 1463.51 FEET, MORE OF LESS, TO A POINT ON THE WEST LINE OF SAID SECTION 14, BEING THE TRUE **POINT OF BEGINNING;**

THENCE CONTINUING SOUTH 31 DEGREES 22 MINUTES 18 SECONDS EAST, A DISTANCE OF 116.91 FEET;

THENCE SOUTH 58 DEGREES 37 MINUTES 42 SECONDS WEST, A DISTANCE OF 67.50 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID SECTION 14;

THENCE NORTH 01 DEGREES 22 MINUTES 18 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 135.00 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING.**



This exhibit illustrates the eight (8) parcels comprising the McMillan Mesa Village property that is subject to the Development Agreeement between the City of Flagstaff and Cavan Opportunity Fund, LLC.

McMillan Mesa Village

Property Subject to Developent Agreement

CAVAN Opportunity Fund, L.L.C.

DAC Consulting, Inc. February 16, 2007 File: _MMV-070216.dwg

EXHIBIT A-1

McMillan Mesa

Located within Sections 10, 11, 14 & 15,
T.21N, R.7E, G&SRB&M

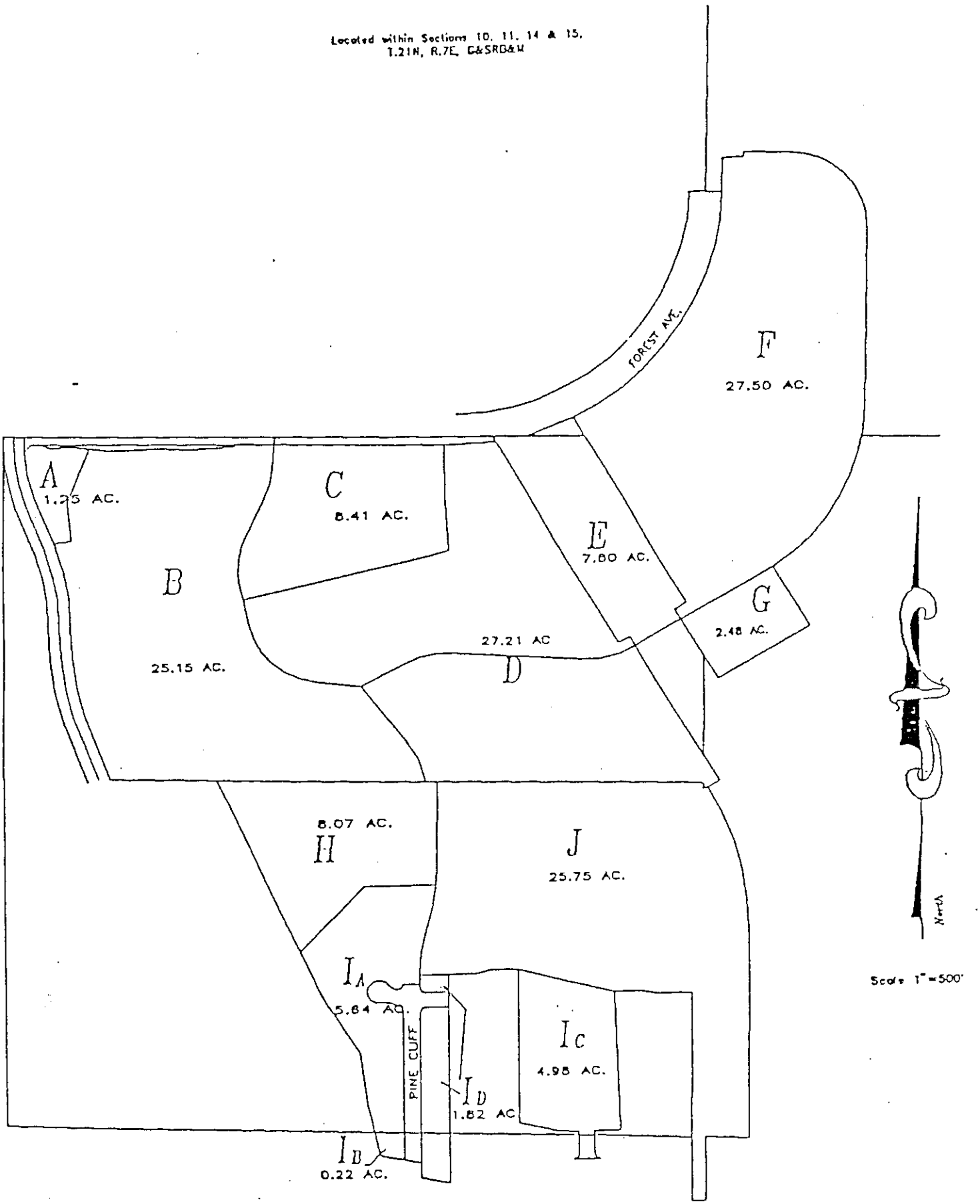


EXHIBIT B

RESOLUTION NO. 2019-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN CAVAN OPPORTUNITY FUND, LLC AND THE CITY OF FLAGSTAFF RELATED TO THE DEVELOPMENT OF MCMILLAN MESA VILLAGE AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Cavan Opportunity Fund, LLC ("Owner") was the owner of certain real property located within the incorporated boundaries of the City and which is depicted in Exhibit A, attached to and made a part hereof ("Property") some of which has been sold and is no longer under Owner's ownership; and

WHEREAS, the City of Flagstaff (the "City") and Owner entered into a development agreement on March 20, 2007 pertaining to the development of the Property; and

WHEREAS, Owner and the City wish to amend the development agreement, in the form attached hereto as Exhibit B (the "First Amendment to Development Agreement"), to provide for revised terms and conditions under which the Property will be developed; and

WHEREAS, developing the Property under the terms and condition of the proposed First Amendment to Development Agreement would be consistent with the Flagstaff Regional Plan 2030, and Developer and the City acknowledge that the First Amendment to Development Agreement would operate to the benefit of both parties; and

WHEREAS, Arizona Revised Statutes § 9-500.05 authorizes the City to enter into and amend development agreements in order to facilitate the orderly and effective development of properties.

ENACTMENTS:

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

SECTION 1. The First Amendment to Development Agreement provides benefit to the City of Flagstaff.

SECTION 2. The First Amendment to Development Agreement is consistent with the purpose, intent, goals, policies, programs and land use designations of the General Plan, any applicable specific plans, and the Zoning Code.

SECTION 3. The First Amendment to Development Agreement complies with the requirements of Arizona Revised Statutes § 9-500.05.

SECTION 4. That the City of Flagstaff be hereby authorized to enter into the First Amendment to Development Agreement in the form attached to the staff summary submitted in support of this Resolution.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the First Amendment to Development Agreement and its related documents and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 6. That City Clerk be hereby directed to record a copy of the First Amendment to Development Agreement with the Coconino County recorder no later than ten days after the First Amendment is executed.

SECTION 7. This Resolution shall become effective thirty (30) days following adoption by the City Council.

SECTION 8. PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 7th day of May, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

AMENDMENT TO THE
MCMILLAN MESA VILLAGE DEVELOPMENT AGREEMENT

The following First Amendment to the Development Agreement (this "Amendment") is entered into as of the ____ day of _____, 2019, and is incorporated into and made a part of that certain Development Agreement dated March 20, 2007, and recorded in the Coconino County Records as Document No. 3432671 (the "Development Agreement"). Capitalized terms not defined herein shall have the meaning assigned to them in the Development Agreement. This Amendment is made pursuant to Section 8, of the Development Agreement, which permits the City and the Owner to amend the Development Agreement. Accordingly, this Amendment is made by the City of Flagstaff ("City") and MMV Devco, LLC, an Arizona limited liability company, the successor in interest to Cavan Opportunity Fund, LLC, a Delaware limited liability company, (the "Owner").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. AMENDMENTS. The parties amend the Development Agreement as follows:

   Section 6.1 Water Storage Infrastructure is deleted in its entirety.

   Section 6.2 Sewer Line Improvements have been completed to the City's satisfaction.

2. Binding Effect of Amendment. In all other respects, the Development Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Development Agreement shall remain in full force and effect.

3. Conflict of Interest. This Amendment and the Development Agreement may be cancelled by the City pursuant to ARS §38-511.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF FLAGSTAFF, a municipal corporation, "City"

_____
Coral Evans, Mayor

MMV DEVCO, LLC, an Arizona limited liability company, "Owner"

By: The Cavan Opportunity Fund, LLC, a Delaware limited liability company
Its: Manager

By: Opportunity Fund Management, LLC, an Arizona limited liability company
Its: Manager

By: _____
Gary M. Burton
Its: Vice President

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

[ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE]

State of ARIZONA)
) ss.
County of COCONINO)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, before me, a Notary Public, personally appeared Coral Evans, Mayor of the City of Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

_____
Notary Public

My Commission Expires:

_____

State of ARIZONA)
) ss.
County of MARICOPA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by Gary Burton, as the Vice President of Opportunity Fund Management, LLC, the Manager of The Cavan Opportunity Fund, LLC, the Manager of MMV Devco, LLC, an Arizona limited liability company.

_____
Notary Public

My Commission Expires:

_____

13. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Alaxandra Pucciarelli, Planning Development Manager - AP
Date:	04/29/2019
Meeting Date:	05/07/2019

TITLE:

City Council Site Plan Approval: Staff is requesting City Council's approval of the three Interdepartmental Staff (IDS) approved Site Plan submittals for the Scattered Site Affordable Housing parcels, as required in the Purchase Agreement and as conditioned as part of the two Concept Zoning Map Amendments.

STAFF RECOMMENDED ACTION:

Staff recommends that Council approve the three Site Plan submittals for 1700 East Sixth Avenue, 3050 North West Street, and 303 South Lone Tree Road. (Vicinity maps attached)

Executive Summary:

A Concept Zoning Map Amendment request was made by the City of Flagstaff Housing Division for both the 0.86 acre site at 1700 East Sixth Avenue and the 1.38 acre site at 3050 North West Street from Public Facility (PF) zone to Medium Density Residential (MR) zone as directed by City Council for the purpose of developing affordable multi-family housing.

The Flagstaff Planning and Zoning Commission conducted a public hearing to consider the zoning map amendment requests. The Commission voted (6-0) to forward both requests with a recommendation of approval with conditions.

On January 2, 2018, City Council approved both zoning map amendment requests with conditions. A condition of these rezonings was that the IDS approved Site Plan submittals must also be approved by Council.

On March 14, 2018, the City entered into a Purchase Agreement with Brinshore Development to authorize the sale of the three parcels. The agreement states that following the IDS approval, the City Council will review and approve the site plans for all three sites.

Financial Impact:

There is no financial impact.

Policy Impact:

There is no policy impact.

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

Council Goals:
Support development and increase the inventory of public and private affordable housing for renters and home-owners throughout the community.

Regional Plan:
A complete analysis of the regional plan goals and policies can be found in the attached Planning and Zoning Commission staff reports. All relevant goals and policies are included in the project narratives.

Previous Council Decision on This:

On July 7, 2017 the City Council approved the Housing Section's Request for Proposals for the development of three City owned parcels for multi-family affordable housing. On September 12, 2017 the City Council provided direction to staff to pursue a Concept Zoning Map Amendment on two of the three City-owned parcels for the purpose of developing multi-family affordable housing. On January 2, 2018 City Council approved both zoning map amendment requests with conditions. On March 14, 2018 the City entered into a Purchase Agreement to sell the three parcels to Brinshore Development.

Options and Alternatives:

The City Council may approve the Site Plans as proposed, approve the Site Plans with modified conditions, or deny the Site Plans.

Background/History:

The City of Flagstaff Housing Section requested a Concept Zoning Map Amendment to rezone two City owned parcels from Public Facility (PF) zone to the Medium Density Residential (MR) zone for the purpose of developing affordable multi-family residential development.

Once the properties were rezoned, the Housing Section pursued a process by which an affordable multi-family residential project is delived by a successful respondent to a Request for Proposals (RFP). The Housing Section put out an RFP for a Scattered Site Affordable Housing development on August 14, 2017. Brinshore was the successful respondent to the RFP.

City staff required that, as a part of the developer's Site Plan application, a neighborhood meeting be held. The developer held a neighborhood meeting for each parcel on November 14 and 15, 2018.

City staff also required that the IDS approved Site Plan application be approved by the City Council for the West Street and Sixth Avenue sites. This will allow the community an opportunity to review the proposed building design, exterior building elevations, parking layout, outdoor lighting, and site landscaping prior to approval, as these elements are not required to be part of the concept rezoning process. The Purchase Agreement also requires Council to approve all three site plans.

Community Benefits and Considerations:

Community benefits and considerations related to the rezoning request were addressed in more detail in the attached Planning and Zoning Commission Staff Report, dated November 30, 2017. This project will provide the community additional affordable housing units.

Community Involvement:

Public hearings before the Planning and Zoning Commission and the City Council were conducted in conjuction with the rezoning requests. In accordance with State statute, notice of public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 1,000 feet of the West Street site and within 600 feet of the Sixth Avenue site (300 feet is the state mandated minimum).

The applicant held a neighborhood meeting for each site prior to the rezoning hearing. The meetings were held on Thursday, October 26, 2017 at 5:00 pm and 5:30 pm in the dance room at Hal Jensen Community Center, located at 2403 North Izabel Street. For the West Street site, approximately twenty-seven people from the public attended. The primary concern raised was the desire to keep the parcel as undeveloped, or to develop it as a City park. There were also concerns about the amount of parking proposed being inadequate and complaints concerning the traffic on Linda Vista. It was pointed out that the proposed parking calculation meets City code, and the increase in traffic was due to the construction on Locket Road. There were also concerns about the height of the building. A Citizen Participation Report dated November 8, 2017, was prepared in relation to the comments and concerns presented. The Planning and Zoning Commission held a public meeting on Thursday November 30, 2017. At the public hearing, six members of the public spoke on the West Street case. Two of those who spoke were in favor of the project. Four presented concerns in relation to wanting the property to remain undeveloped, the effects of affordable housing on property values, the proposed development adversely affecting quality of life, increased traffic, increased crime and noise, and inadequate parking.

For the Sixth Avenue site, approximately five people from the public attended. The primary concern raised was the amount of parking proposed being inadequate. City staff stated that the parking concerns would be relayed to the developer, and would be reviewed with the Site Plan submittal. A Citizen Participation Report dated November 8, 2017, was prepared in relation to the comments and concerns. The Planning and Zoning Commission held a public meeting on Thursday, November 30, 2017. At the public hearing, one member of the public spoke on the subject case. The concern expressed was the amount of on-site parking proposed was insufficient.

As a condition of the rezoning, the applicant held another neighborhood meeting on Thursday November 15, 2018 at the Hal Jensen Community Center. For the West Street site, approximately ten people from the public attended. The general perspective was that we should provide less parking to keep the site quiet and to discourage too much additional traffic on West Street. One resident who lived north of the site preferred more parking to ensure residents of the new development do not park on their residential streets. A local archeologist asked for information on the HUD Environmental review and Phase 1 report which were completed. One resident was a general contractor and wanted to better understand how we would use local contractors. The applicant explained that McShane Construction would ensure that local contractors had the opportunity to bid on the project. Overall there was positive feedback on the architecture and floor plans.

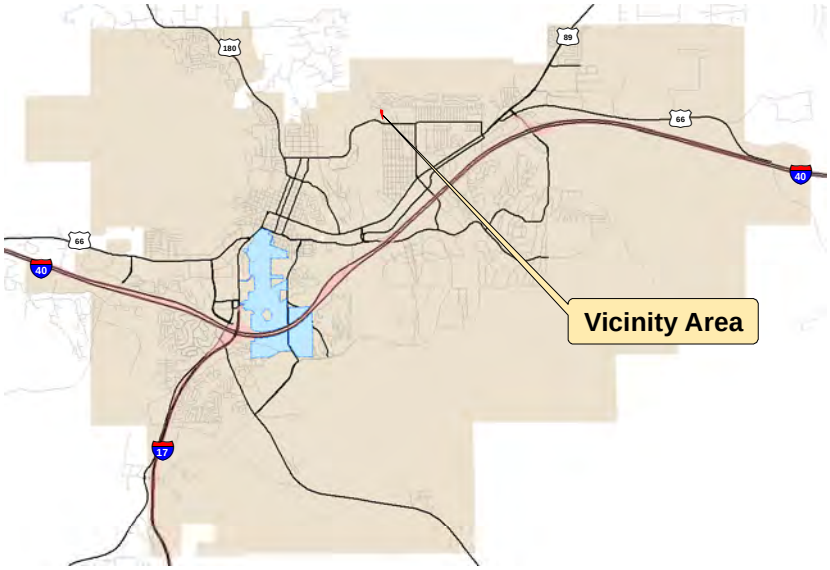
The meeting for the Sixth Ave site followed. Approximately twelve people from the public attended. One resident of the neighboring condo building expressed concern about the residents of the new development being able to look down into his private patio space. There was some conversation about parking in general but no specific concerns were expressed. One resident asked about the use of a local general contractor and Brinshore explained that since this was our first project in Flagstaff, we were more comfortable partnering with a GC who we had a relationship with to ensure the project ran smoothly. There was no specific feedback on the architecture or floor plans.

The developer also decided to hold a neighborhood meeting for the Lone Tree site. This meeting was held on Wednesday November 14, 2018 at the Willow Bend Environmental Education Center. Approximately sixteen people from the public attended. Residents expressed concern about traffic backing up on Butler waiting to turn left onto Elden Street to access the new development. The situation was reviewed prior to the meeting by a city engineer who determined that there was enough space to

hold 4 or 5 cars as needed. A representative from NAU was pleased to see affordable housing near the University because she was aware of young professors with families that needed quality housing close to work. One set of long time residents of the neighborhood also expressed support for the affordable nature of the development. One family who lives at the corner of Butler and Elden expressed concern about people standing under their awning in front of their window while waiting for the bus and are concerned that having more lower income families in the neighborhood would magnify the problem. They also stated that there is excessive garbage created by individuals waiting for the bus. They have had to call the police on numerous occasions. Brinshore discussed the possibility of working with the transit authority to provide a shelter at the stop and more trash cans. There were two local subcontractors at the meeting who asked how they could participate in the construction. Brinshore took their information and has shared it with McShane Construction. There was no specific feedback on the design.

Attachments:

West Street Vicinity Map
West Street P&Z Staff Report
West Street Citizen Part Report
West Street Approved Site Plan
West Street Approved Building Elevations
Sixth Ave Vicinity Map
Sixth Ave P&Z Staff Report
Sixth Ave Citizen Part Report
Sixth Ave Approved Site Plan
Sixth Ave Approved Building Elevations
Vicinity Map
Lone Tree Approved Site Plan
Lone Tree Approved Building Elevations



3100 N. West St.
APN:109-02-001P

PLANNING AND DEVELOPMENT SERVICES REPORT
ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-17-00194

DATE: November 14, 2017
MEETING DATE: November 30, 2017
REPORT BY: Alaxandra Pucciarelli

REQUEST

A Concept Zoning Map Amendment request from the City of Flagstaff Housing Section, on behalf of the property owner, the City of Flagstaff, to rezone approximately 1.38 acres located at 3050 N West Street from the Public Facility (PF) zone to the Medium Density Residential (MR) zone.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the Concept Zoning Map Amendment to the City Council with a recommendation for approval with conditions.

PRESENT LAND USE:

The site consists of approximately 1.38 acres of vacant land, including two access driveways from West Street to the Cedar Safeway Shopping Center, and existing landscaping for the Safeway parking lot.

PROPOSED LAND USE:

Future development is expected to consist of affordable multi-family residential development. The building shown on the concept plan is a two-story building with units consisting of studios, one, and two-bedrooms.

NEIGHBORHOOD DEVELOPMENT:

North: Single-family homes, Single-family Residential (R1) zone
East: Office complex, Suburban Commercial (SC) zone; and the Cedar Safeway Shopping Center, Community Commercial (CC) zone
South: Vacant land, Public Facility (PF) zone
West: Vacant land, Public Facility (PF) zone

REQUIRED FINDINGS:

STAFF REVIEW. An application for a Concept 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 Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall set forth whether the Zoning Map Amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied; shall include an evaluation of the consistency and conformance of the proposed amendment with the goals of the General Plan and any applicable specific plans; and, a recommendation on the amendment based on the standards of the zones set forth in Section 10-40.20 "Establishment of Zones" of the Zoning Code (Page 40.20-1).

FINDINGS FOR REVIEWING PROPOSED AMENDMENTS. All proposed amendments shall be evaluated as to whether the application is consistent with and conforms to the goals of the General Plan and any applicable specific plans; and 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.

STAFF REVIEW:

Introduction/Background

On September 12, 2017, the City of Flagstaff Housing staff received final direction from City Council to pursue the concept rezoning map amendment process for two city-owned parcels. This request for a Concept Rezoning is the second of the two parcels on the Commission's agenda; the first is the site located at 1700 E Sixth Avenue, the second a site located at 3050 N West Street. The Applicant, the City of Flagstaff Housing Section, on behalf of the property owner, the City of Flagstaff, is requesting a Concept Zoning Map amendment to rezone approximately 1.38 acres from the Public Facility (PF) zone to the Medium Density Residential (MR) zone for the purpose of developing affordable multifamily residential development.

If the property is rezoned, the Housing Section will pursue a process by which an affordable multifamily residential project is delivered by a successful respondent to a Request for Proposals (RFP). The Housing Section put out an RFP for a Scattered Site Affordable Housing development on August 14, 2017. It is anticipated that the successful respondent to the RFP will begin their site planning process as City staff takes the Concept Rezoning cases through the public hearing process. City staff will require that as part of the developer's Site Plan application, a neighborhood meeting will be required. The Site Plan application will also be required to be approved by the City Council. This will allow the community an opportunity to review the proposed building design, exterior building elevations, parking layout, outdoor lighting, and site landscaping prior to approval. These elements are not required to be part of the concept rezoning process.

Proposed Development Concept Plans

Proposed development on the subject property includes an apartment building, required parking, and landscaping. The site is relatively flat, with two existing access easements across the bottom third of the parcel. The concept plan shows a two story building with eighteen units located along the west edge of the property. The on-site parking is located along the east side of the property. The parcel is not currently in the Resource Protection Overlay (RPO) zone, however staff would like to require the developer to meet the tree resource protection standards of the RPO. The concept plan shows the proposed development located to the south of the developable area to preserve the existing Ponderosa Pine trees to the north.

General Plan – Flagstaff Regional Plan (FRP 2030)

Amending the Zoning Map from Public Facility (PF) to Medium Density Residential (MR) at this location conforms to the Regional Plan's Future Growth Illustration. The subject parcel is located within a neighborhood suburban activity center (S2), an area largely covered by the 'suburban' area type. The Regional Plan's table of suburban activity center characteristics identifies a "residential only" density range of 6-10 units per acre, which is in line with the MR zone density range. The desired mix of uses within the pedestrian shed of the activity center include "higher density residential and live-work units". The subject parcel is relatively small and located in the pedestrian shed of the S2 activity center.

The proposed rezoning of City owned property to allow for the construction of affordable rentals supports several Regional Plan goals and policies, listed in the attached Project Narrative. The West Street parcel is located within the Urban Growth

Boundary and is serviceable with existing utility and transportation infrastructure. The area is an established neighborhood with connectivity to employment and services located along the Cedar Avenue corridor, including the Cedar Safeway Shopping Center. The proposed housing units will be within walking distance of several bus routes, FUTS paths, and will have access to existing bike paths and sidewalks.

Zoning – City of Flagstaff Zoning Code

If the Zoning Map Amendment request is approved, approximately 1.38 acres will be rezoned to the Medium Density Residential (MR) zone. The proposed residential development, as shown on the concept plan, is considered a permitted use in the MR zone. Based on the Flagstaff Zoning Code (Sections 10-40.30.030 and 10-40.30.060) various residential uses are allowed as indicated in the following table.

Comparative Examples of Allowed Residential Uses	
Existing PF Zone	**Proposed MR Zone**
Congregate Care Facilities – P Employee Housing – P Institutional Residential - UP Homeless Shelters Nursing Homes	Congregate Care Facilities – P Home Daycare – P Duplex – P Multi-Family Dwelling – P Planned Residential Development – P Institutional Residential - UP Homeless Shelters Nursing Homes

P Permitted Use UP Conditional Use Permit Required

Site Planning Standards. In accordance with Section 10-30.60.030 of the Zoning Code (page 30.60-2), the applicant conducted a site analysis, a copy of which is attached to this report, 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 have been used to inform the proposed concept plan.

Resource Protection. The subject property is not 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). However, the site has many mature Ponderosa Pine trees. Staff suggests that a condition of approval be compliance with the tree resource protection standards. The Concept plan shows the preservation of existing trees at the north end of the property.

Open Space. The Zoning Code requires residential developments in the MR zone to provide a minimum of 15% of the total site as open space. This space may include active and passive recreation uses, landscape areas, and community gardens. Based on the 1.38 acre site area, a minimum of 9,017 square feet of open space is required.

Building Form and Architectural Design Standards. "Scale" refers to similar or harmonious proportions, overall height, and width, the visual intensity of the development, and the building massing. The proposed development consists of a single two story structure appropriate to the neighborhood suburban activity center. Architectural design standards will be reviewed at the time of site plan approval. The developer will be required to hold an additional neighborhood meeting, and receive City Council approval at that stage of the design process. Staff suggests that a condition of approval be limiting the height of the development to two stories.

Comparative Building Height and Density			
	Existing PF Zone	**Proposed MR Zone**	**Proposed MR Zone with Affordability Bonus**
Building Height	60 feet	35 feet	15% bonus, 40 feet
Density	Gross FAR 0.40	Min. 6 dwelling units per acre 1.38 acres X 6 units = 8 units Max. 14 dwelling units per acre 1.38 acres X 14 units = 19 units	45% bonus 1.38 acres X 19 units X 45%=9 additional units Max. 28 total units

Parking Lots, Driveways, and Service Areas. The concept plan provided with this application shows a parking area which conforms to the site planning standards within the Zoning Code. The parking area is screened internal to the project and not located adjacent to the right-of-ways. The number of parking spaces show meets the Zoning Code requirements for Affordable Housing based on units and number of bedrooms. The plans do not provide the dimensions of maneuvering areas and spaces. Staff will ensure 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 review of a more detailed site plan submittal.

Comparative Parking Standards		
	Market Rate Dwelling Units	**Affordable Dwelling Units**
Studio 1 Bedroom 2-3 Bedroom	1.25 Spaces 1.5 Spaces 2.0 Spaces	1.0 Spaces 1.0 Spaces 1.5 Spaces

Landscaping. Landscaping plans are not required in conjunction with a Concept Zoning Map Amendment. The applicant will be required to provide plans that meet the requirements of buffer landscaping, parking lot landscaping, and building foundation landscaping found in Section 10-50.60 of the Zoning Code (page 50.60-1). The existing mature Ponderosa Pine trees could be used towards the required landscaping. Affordable housing developments may qualify for a reduction in required landscaping of up to 10 percent. A final landscape plan will be reviewed at the time of site plan submittal.

Outdoor Lighting. The subject property is located within Lighting Zone 3 due to the distance from astronomical observatories in the area. Proposed exterior lighting information is not required as part of a Concept Zoning Map Amendment. The applicant will be required to provide plans that meet the requirements of the Outdoor Lighting Standards found in Section 10-50.70 of the Zoning Code (page 50.70-1). Lighting plans will be reviewed at the time of site plan submittal.

PUBLIC SYSTEMS IMPACT ANALYSIS:

Traffic and Access

Per the attached Transportation Statement, the West Street project is anticipated to add approximately twelve trips during the peak hour. Since this is less than the minimum 100 trips, this project does not require a Transportation Impact Analysis

(TIA). In addition, due to the low directional hourly volumes on West Street, the low hourly right turn volumes, and the low speed limit, this project does not warrant additional turn lanes.

Water and Wastewater

The Water Services Division reviewed the proposed development and determined that there will be no significant impact to either water or sewer infrastructure off-site as a result of this project. Results of the computer analysis show the fire flow plus maximum day demands analysis for each hydrant in the vicinity of the proposed development are acceptable for residential housing. The computer analysis for the development reveals that flow rates and pressures can be provided with the existing infrastructure. The results imply that the system satisfies the City's criteria for fire flow and domestic demands of the proposed development. The Water Services Division will not require any off-site improvements based on either anticipated water use or sewer discharge from this development.

Stormwater

A Drainage Impact Analysis (DIA) evaluating the impacts of the proposed development on the existing storm drain system downstream of the site will be provided as part of the Site Plan Submittal. In lieu of the DIA, the pre-development versus post-development runoff volume difference for the 100-year storm event can be retained on-site. The Concept plan indicates a possible area for Low Impact Development (LID) and/or on-site detention.

OTHER REQUIREMENTS:

Citizen Participation

Public hearings before the Planning and Zoning Commission and City Council will be conducted in conjunction with the request for Concept Rezoning. In accordance with State statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting a notice on the property, and mailing a notice to all property owners within 1,000 feet of the site.

All property owners within 1,000-feet of this site were notified via mail of the Concept Zoning Map Amendment and asked to attend a neighborhood meeting on October 26, 2017. Approximately twenty seven people from the public attended the neighborhood meeting. The primary concern raised was the desire to keep the parcel as undeveloped, or to develop it as a City park. There were also concerns about the amount of parking proposed being inadequate and complaints concerning the traffic on Linda Vista. It was pointed out that the proposed parking calculation meets code and the increase in traffic was due to the construction on Lockett Road. There were also concerns about the height of the building.

DISCUSSION:

The Concept Rezoning of the parcel located at 3050 North West Street from Public Facility (PF) to Medium Density Residential (MR) meets the intent of the Regional Plan goals and policies. It is anticipated that 40-60 affordable residential units will be constructed as a result of this scattered site affordable housing project. This site will contain a maximum of 28 units. The rentals will be affordable to those at or below 80% of the area median income (AMI), which the local housing market is not currently offering. The City of Flagstaff Housing staff have requested the prioritization of studio and one bedroom units, another void in our community that staff hopes to alleviate with projects such as this.

RECOMMENDATION:

Staff believes that the proposed Concept Zoning Map Amendment has been justified and would recommend in favor of

amending the Zoning Map for approximately 1.38 acres to the Medium Density Residential (MR) zone, with the following conditions:

1. The selected developer must hold an additional neighborhood meeting prior to applying for Site Plan review.
2. The Site Plan approved by IDS must also be approved by City Council.
3. The Resource Protection Standards shall be applied to the site to the greatest extent feasible.
4. The building height shall be limited to two-stories.

ATTACHMENTS

- Concept Zoning Map Amendment Application
  - Project Narrative
  - Transportation Statement
  - Vicinity Map
  - Context Analysis Map
  - Proposed Building Types
  - Concept Plan
  - Site Analysis Plan
  - Citizen Participation Report
- Additional Public Comments
- Public Hearing Legal Advertisements

Citizen Participation Report
for 3150 N West Street

Scattered Site Affordable Housing
Concept Rezoning

Prepared by

City of Flagstaff Housing Section

Submitted November 8, 2017

NEIGHBORHOOD MEETING CERTIFICATION

I, Jennifer Mikelson, the authorized representative of C. of F Housing, do hereby attest that the neighborhood meeting for Project No. PZ-17-00194 was noticed and conducted in compliance with Section 10-20.30.060 of the City of Flagstaff Zoning Code, including the following:

- ☐ A Citizen Participation Plan, prepared in accordance with Section 10-20.30.030.C of the City of Flagstaff Zoning Code, was submitted to the City of Flagstaff on 10/4/17 and accepted by the City of Flagstaff on 10/5/17.
- ☐ A list of property owners within 1,000 feet of the subject properties boundaries was prepared and submitted to the City of Flagstaff as part of the Citizen Participation Plan.
- ☐ Notices of the neighborhood meeting were sent via first class mail on 10/5/17 to all property owners within 1,000 feet of the subject properties boundaries, to all tenants residing on the subject property, to all Home Owners Associations (HOAs) within 1,000 feet of the subject property, and all persons or groups whose names are listed on the Registry of Persons and Groups.
- ☐ A total of 1 neighborhood meeting notification sign(s) were installed on 10/5/17 at the following location(s):
  - 3100 N. West St.
  - _____
  - _____
- ☐ A written summary of the meetings, known as a Citizen Participation Report, was submitted to the City of Flagstaff on 11/8/17.
- ☐ Copies of the Citizen Participation Report were sent via ~~first class mail~~ email on 11/2/17 to all person who recorded their names on the neighborhood meeting sign-in sheet.

Authorized Representative of the Applicant

Jennifer Mikelson

Signature:

Jennifer Mikelson

City of Flagstaff

October 6, 2017

Dear Neighbor,

The purpose of this letter is to inform you that the City of Flagstaff's Housing Section proposes to file for a Concept Zoning Map Amendment for the undeveloped land located at 3100 N West Street. The intent of the application is to change the existing Public Facilities zoning to the Medium Density Residential zone for an affordable housing project.

To provide interested neighbors an opportunity to review the proposal and to ask questions of staff, a neighborhood meeting will take place **at 5:00 PM on October 26, 2017 in the dance room at the Hal Jensen Community Center**, located at 2403 N Izabel Street, Flagstaff, AZ 86004.

If you are unable to attend or have any questions, staff is happy to discuss the application with you at any time. You may contact Jennifer Mikelson, Housing Analyst at jmikelson@flagstaffaz.gov or (928) 213-2744.

Because you are a property owner within the vicinity of this request, you will be receiving formal notification of the public hearing dates for this application directly from the Community Development Department in the near future. Thank you for your attention to this letter.

Sincerely,

Jennifer Mikelson
Housing Analyst

APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	SITUS ST	SITUS ZIPCOI	OWNER ADDRESS	OWNER CITY	OWNE	OWNER ZIPCO
10905021	MOORE CHRISTOPHER JAMES & PATRICIA GAYLE CLUFF	3120 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3120 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905022	MC REYNOLDS FRANCES TRUSTEE ; MC REYNOLDS FC TRUST AGR DTD 3-30-04	3114 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	PO BOX 1557	CAMP VERDE	AZ	86322
10905023	LOVELACE LOUISE ; LOVELACE JAMES R & LOUISE	3110 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	202 E CHARLOTTE ST	STERLING	VA	22170
10905025A	LEUENBERGER LIVING TRUST DTD 12-15-15	2100 E CEDAR AVE	FLAGSTAFF	AZ	86004	10376 ROAN RD	FLAGSTAFF	AZ	86004
10905020	HELLSTERN ELIZABETH	3124 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3124 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905024	LOVELACE LOUISE	3106 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	202 E CHARLOTTE ST	STERLING	VA	22170
10905026A	3101 LLC	2110 E CEDAR AVE	FLAGSTAFF	AZ	86004	2200 E CEDAR AVE NO 6	FLAGSTAFF	AZ	86004
10905081A	CEDAR WEST CAPITAL LLC		FLAGSTAFF	AZ	86004	10 E DALE AVE	FLAGSTAFF	AZ	86001
10914055B	JANSEN SARA L	3318 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	3318 N MONTE VISTA DR	FLAGSTAFF	AZ	86004
10914055A	YAVAPAI SAVINGS & LOAN ASSOCIATION		FLAGSTAFF	AZ	86004	PO BOX 2299	PRESCOTT	AZ	86301
10905007	BELTZ JENNIFER B	3127 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3127 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905012	GREENE FAM U/D/T DTD 12/19/02	3223 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3223 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905005	KELLEY LACY L	3119 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3119 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905006	SHOAFF CARL M	3123 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	2418 TOREVA PL	FLAGSTAFF	AZ	86005
10905009	WELCH LUCILLE TRUSTEE	3209 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	4200 COUNTRY CLUB DR	FLAGSTAFF	AZ	86004
10905011	TAYLOR KENT A	3219 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	1203 E LAUREL DR	CASA GRANDE	AZ	85222
10905014	KURPIERZ FRANK & STEPHANIE G	3220 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	2920 W DARLEEN DR	FLAGSTAFF	AZ	86001
10905017	BOJORQUEZ RAYMOND A & ROSALIE T	3208 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3208 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905008	VIOTTI LISA N JT ; MONTECHELLO MARIO V JT	3203 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3203 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905016	DELGADILLO R & G RVCBL TRUST DTD 2-14-08	3214 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	1196 HATTIE GREENE	FLAGSTAFF	AZ	86001
10905019	ROARK TARA E	3128 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3128 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905015	SULLIVAN BENJAMIN W & SARA E CPWROS	3218 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3218 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905010	AUKON GEORGE	3215 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3215 N GRANDVIEW DR	FLAGSTAFF	AZ	86001
10905013	TEWKSBURY-BLOOM SHARON	3224 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3224 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905018	MORALES FAMILY LIVING TRUST DTD 2/2/16	3202 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3202 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10908160A	GOODMAN & GOODMAN	2103 E CEDAR AVE	FLAGSTAFF	AZ	86004	115 N PARK ST	FLAGSTAFF	AZ	86001
10914036	MANLEY DAREN J	1400 E LINDA VISTA DR	FLAGSTAFF	AZ	86004	1400 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
10914037	LOPEZ STEPHEN M RVCBL TRUST DTD 8-4-14	1440 E LINDA VISTA DR	FLAGSTAFF	AZ	86004	1440 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
10904013	MONCHER CARLI M	3509 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3905 E COYOTE LN	FLAGSTAFF	AZ	86004
10904016	LEE JAYNE	1124 E LINDA VISTA DR	FLAGSTAFF	AZ	86004	1124 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
10904020	ABDELKADER ALAIN & CAROLINE CPWROS	3619 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3619 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10904014	ABELS LARRY P II	3513 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3513 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10904018	WACHTER ROBERT M & VICKI L JT	3609 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3609 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10904019	PHIPPS MICHAEL PARK & BRENDA LOUISE	3613 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3613 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10904022	RESCHNER KATHARINA	3707 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3707 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10904017	SWEENEY ANDREW	3605 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3605 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10904028	COSNER SHANNON & THOMAS	1032 E HILLCREST DR	FLAGSTAFF	AZ	86004	1032 E HILLCREST DR	FLAGSTAFF	AZ	86004

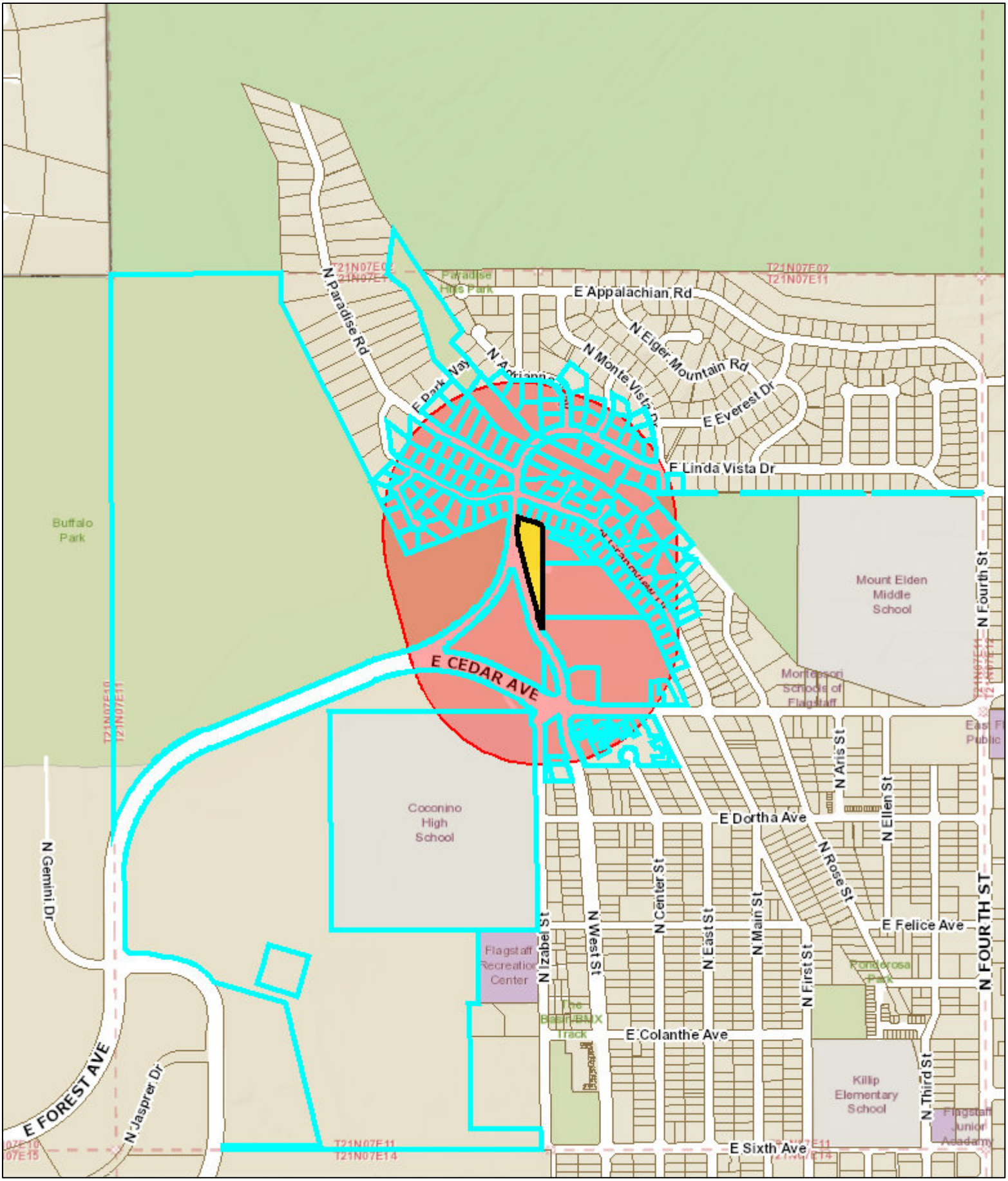
APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	SITUS ST	SITUS ZIPCOI	OWNER ADDRESS	OWNER CITY	OWNE	OWNER ZIPCO
10904015	DOTEN PATRICIA ANNE & RALPH G CO-TTEES ; DOTEN PA & RG RVCBL TRUST DTD 6-21-05	1131 E LINDA VISTA DR	FLAGSTAFF	AZ	86004	9490 HASHKNIFE TRL	FLAGSTAFF	AZ	86001
10904026	CARTER CARMEN	1024 E HILLCREST DR	FLAGSTAFF	AZ	86004	1024 E HILLCREST DR	FLAGSTAFF	AZ	86004
10904021	POEN MONTE M & KATHRYN L TRUSTEES ; POEN MM & KL FAMILY TRUST UTA	3703 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3703 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10904036	GABALDON CARLOS & LISA	3601 N PARADISE RD	FLAGSTAFF	AZ	86004	3601 N PARADISE RD	FLAGSTAFF	AZ	86004
10904038A	REEVES MARY PONTAL	3618 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3618 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10904029	CROWE DAVID	1027 E HILLCREST DR	FLAGSTAFF	AZ	86004	1027 E HILLCREST DR	FLAGSTAFF	AZ	86004
10904037A	DUNDAS COLIN M	3608 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3608 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10904025	DRUMRIGHT STEPHEN	1018 E HILLCREST DR	FLAGSTAFF	AZ	86004	1018 E HILLCREST DR	FLAGSTAFF	AZ	86004
10904027	JACOBSEN MURIEL	1028 E HILLCREST DR	FLAGSTAFF	AZ	86004	1028 E HILLCREST DR	FLAGSTAFF	AZ	86004
10904054	TURNER ELTON E & SANDRA J	3608 N PARADISE RD	FLAGSTAFF	AZ	86004	3608 N PARADISE RD	FLAGSTAFF	AZ	86004
10904056	JOHNSON MARGARET E TRUSTEE ; JOHNSON DISCLAIMER TRUST UDT DTD 9-27-95	3612 N PARADISE RD	FLAGSTAFF	AZ	86004	3612 N PARADISE RD	FLAGSTAFF	AZ	86004
10904052B	DRAWZ KURT R	1225 E LINDA VISTA DR	FLAGSTAFF	AZ	86004	1225 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
10904051	STEVENSON CATHERINE N	3602 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3602 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10904052C	TANNER JOLINE	1205 E LINDA VISTA DR	FLAGSTAFF	AZ	86004	1205 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
10904055	GRIM JOHN N SURVIVOR'S TRUST CREATED U/D/T 12/15/95	3610 N PARADISE RD	FLAGSTAFF	AZ	86004	3610 N PARADISE RD	FLAGSTAFF	AZ	86004
10904057	JOHNSON LIVIVNG TRUST DTD 1-19-11	3702 N PARADISE RD	FLAGSTAFF	AZ	86004	380 OAK CREEK DR	SEDONA	AZ	86351
10905040	WELCH LUCILLE TRUSTEE ; WELCH FMLY TRUST DTD 5/26/94	3204 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	4200 COUNTRY CLUB DR	FLAGSTAFF	AZ	86004
10905039	JORDAN RHEBA C	3210 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	3210 N MONTE VISTA DR	FLAGSTAFF	AZ	86004
10907005	ARROYO VS RVCBL LIVING TRUST DTD 10-28-04	3122 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	278 S HILLSVIEW AVE	MONTEBELLO	CA	90022
10907004C	DOS PINOS LLC	3108 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	2200 E CEDAR STE 6	FLAGSTAFF	AZ	86004
10904039A	VASQUEZ MICHAEL L & MARINA C JT	3700 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3700 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10904040	SHRADER JUDITH WOOD	3704 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3704 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10904041	BACKUS BRENT & LINDA	3708 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	4855 N PRIMROSE CIRCLE	FLAGSTAFF	AZ	86001
10904047	GARDNER BRADLEY R	3705 N PARADISE RD	FLAGSTAFF	AZ	86004	3705 N PARADISE ROAD	FLAGSTAFF	AZ	86004
10904048	WIDMANN DUSTIN & JULIE A	3613 N PARADISE RD	FLAGSTAFF	AZ	86004	5564 KAMET CT	VENTURA	CA	93003
10904049	GOOCH ROBERT A & KRISTA S JT	3609 N PARADISE RD	FLAGSTAFF	AZ	86004	3609 N PARADISE RD	FLAGSTAFF	AZ	86004
10904050	VEALE Z & BE RVCBL TR AGMT DTD 8-23-88	3605 N PARADISE RD	FLAGSTAFF	AZ	86004	3605 N PARADISE RD	FLAGSTAFF	AZ	86004
10905058	RENNER DARIN	1306 E DUNROVEN CT	FLAGSTAFF	AZ	86004	912 JOVIAN DR	PRESCOTT	AZ	86301
10905056	KEENE PAUL D CPWROS ; HARRINGTON LISA M CPWROS	1303 E DUNROVEN CT	FLAGSTAFF	AZ	86004	1303 E DUNROVEN CT	FLAGSTAFF	AZ	86004
10905057	C & D RIGGS FAMILY LIMITED LIABILITY CO	1305 E DUNROVEN CT	FLAGSTAFF	AZ	86004	4075 N FRIBOURG WY	FLAGSTAFF	AZ	86004
10905055	AKERS BRENDA JO	1402 E MARYMONT CIR	FLAGSTAFF	AZ	86004	1402 E MARYMONT CIR	FLAGSTAFF	AZ	86004
10905059	KEITH WILLIAM D & DEBORAH A	1302 E DUNROVEN CT	FLAGSTAFF	AZ	86004	1302 E DUNROVEN CT	FLAGSTAFF	AZ	86004
10918015A	MONTHOFER MARK W & PAULA ROCCO	1230 E LINDA VISTA DR	FLAGSTAFF	AZ	86004	1230 E LINDA VISTA	FLAGSTAFF	AZ	86004
10908162	HOOD FAMILY TRUST DATED 1-4-91	2109 E CEDAR AVE	FLAGSTAFF	AZ	86004	309 W PINE AVE	FLAGSTAFF	AZ	86001
10905001F	SAFEWAY INC	1490 E CEDAR AVE	FLAGSTAFF	AZ	86004	1371 OAKLAND BLVD STE 200	WALNUT CREEK	CA	94596
10904060	WOLFF PETER B & REGINA M CPWROS	1220 E LINDA VISTA DR	FLAGSTAFF	AZ	86004	1220 E LINDA VISTA DR	FLAGSTAFF	AZ	86004

APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	SITUS ST	SITUS ZIPCOI	OWNER ADDRESS	OWNER CITY	OWNE	OWNER ZIPCC
10905001K	JAMISON DARLEEN M TRUSTEE ; JAMISON FAMILY TRUST U/A/D 8/25/86	1500 E CEDAR AVE	FLAGSTAFF	AZ	86004	1619 AZTEC DR	FLAGSTAFF	AZ	86001
10905002A	ROBINSON REALTY CO LLC	2010 E CEDAR AVE	FLAGSTAFF	AZ	86004	2010 E CEDAR AVE	FLAGSTAFF	AZ	86004
10905003	BARRAZA FAUSTINO CPWROS ; BATREZ GUADALUPE CPWROS	3109 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3109 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905004	WESTBROOK RUBY JOYCE	3115 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3115 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905001G	CEDAR WEST CAPITAL LLC	1500 E CEDAR AVE #1	FLAGSTAFF	AZ	86004	10 E DALE AVE	FLAGSTAFF	AZ	86001
10905001J	NORTHERN ARIZONA HOME BUILDERS INC	1500 E	FLAGSTAFF	AZ	86004	1500 E CEDAR AVE STE 86	FLAGSTAFF	AZ	86004
10905041	ODEGAARD VAN A & GLENDA JT	3126 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	2109 N 4TH ST STE 3	FLAGSTAFF	AZ	86004
10905042	RODRIGUEZ PEDRO & ANGELINA CPWROS	3223 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	3223 N MONTE VISTA DR	FLAGSTAFF	AZ	86004
10905044	WHITTEN KAREN	3231 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	3208 N 4TH ST	FLAGSTAFF	AZ	86004
10905045	HOWINGTON GEORGE A	3301 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	3301 N MONTE VISTA DR	FLAGSTAFF	AZ	86004
10905043	MYERS JEAN L	3227 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	PO BOX 609	FLAGSTAFF	AZ	86002
10913006B	DGG HOLDINGS LLC	1515 E	FLAGSTAFF	AZ	86004	PO DRAWER 397	RILLITO	AZ	85654
10913007	NORTHEAST PROFESSIONAL PLAZA OWNERS ASSOC	1515 E	FLAGSTAFF	AZ	86004	405 N BEAVER ST STE 7	FLAGSTAFF	AZ	86001
10913006A	DGG HOLDINGS LLC	1515 E	FLAGSTAFF	AZ	86004	PO DRAWER 397	RILLITO	AZ	85654
10905048	LESAGE BRIAN J JT ; CRAIG ROBIN A JT	3228 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3228 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905046	JOSEFCHUK JOHN & RACHEL B	3307 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	3307 N MONTE VISTA DR	FLAGSTAFF	AZ	86004
10905052	MONTOYA FMLY U/D/T/D 9/4/03	1407 E MARYMONT CIR	FLAGSTAFF	AZ	86004	1407 E MARYMONT CIR	FLAGSTAFF	AZ	86004
10905051	TERAN PAUL DEAN & ELIZABETH ANN CPWROS	1401 E MARYMONT CIR	FLAGSTAFF	AZ	86004	1401 E MARYMOUNT CIR	FLAGSTAFF	AZ	86004
10905053	ALPERN SUSAN B	1410 E MARYMONT CIR	FLAGSTAFF	AZ	86004	1410 E MARYMONT	FLAGSTAFF	AZ	86004
10905047	HAHN ROLAND T II & JUDITH F	3313 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	12919 W ROY ROGERS RD	PEORIA	AZ	85383
10905049	TELLEZ CARMELO A & ALICE L JT	3302 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3302 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905050	NEWELL SHAWN L	3308 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3308 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905054	WILSON LAWRENCE C & JACQUI	1406 E MARYMONT CIR	FLAGSTAFF	AZ	86004	1406 E MARYMONT CIR	FLAGSTAFF	AZ	86004
10910006C	CARO MARK & VALERIE REVOCABLE TRUST DTD 3-26-14	1555 E CEDAR AVE	FLAGSTAFF	AZ	86004	6955 E OLD WALNUT CANYON RI	FLAGSTAFF	AZ	86004
10905037	BOUGHNER FAMILY LIVING TRUST DTD 3/7/17	3219 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	8175 N HARMONY LN	FLAGSTAFF	AZ	86001
10905033	GODWIN RONALD S	3129 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	3129 N MONTE VISTA DR	FLAGSTAFF	AZ	86004
10905031	COLLINS NELDA B	3121 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	3121 N MONTE VISTA DR	FLAGSTAFF	AZ	86004
10905032	ROCHA SEVERO R	3125 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	3125 N MONTE VISTA DR	FLAGSTAFF	AZ	86004
10905034	CARRANZA SERGIO	3203 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	3203 N MONTE VISTA DR	FLAGSTAFF	AZ	86004
10905038	WAGNER LINDSAY	3216 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	3216 N MONTE VISTA DR	FLAGSTAFF	AZ	86004
10905035	COVEY THOMAS B	3209 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	3209 N MONTE VISTA DR	FLAGSTAFF	AZ	86004
10905036	GRANADA NICHOLAS B	3215 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	3215 N MONTE VISTA DR	FLAGSTAFF	AZ	86004
10905062	ANDERSON LS TRUST DTD 5-3-05	1209 E HARMONY WAY	FLAGSTAFF	AZ	86004	1209 E HARMONY WAY	FLAGSTAFF	AZ	86004
10905061	TARR PATRICK A & ROSANNA JT	1207 E HARMONY WAY	FLAGSTAFF	AZ	86004	1207 E HARMONY WAY	FLAGSTAFF	AZ	86004
10905060	CISNEROS MAGDALENA	3502 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	1452 N MCALLISTER AVE	TEMPE	AZ	85281
10905063	TOMLINSON WILLIAM R & CHARLENE CPWROS	1210 E HARMONY WAY	FLAGSTAFF	AZ	86004	1210 E HARMONY WAY	FLAGSTAFF	AZ	86004
10905064	TALBOTT RONALD L & CHARLENE JANE TRUSTEE ; TALBOTT RL & CJ LIVING TRUST	1206 E HARMONY WAY	FLAGSTAFF	AZ	86004	1206 E HARMONY WAY	FLAGSTAFF	AZ	86004
10902002A	FLAGSTAFF UNIFIED SCHOOL DISTRICT #1	2801 N IZABEL ST	FLAGSTAFF	AZ	86004	3285 E SPARROW AVE	FLAGSTAFF	AZ	86004

APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	SITUS ST	SITUS ZIPCOI	OWNER ADDRESS	OWNER CITY	OWNE	OWNER ZIPCC
10905028	GARDUNO MANUELLA IRENE	3109 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	3109 N MONTE VISTA DR	FLAGSTAFF	AZ	86004
10905030	SELF KARA	3115 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	3115 N MONTE VISTA DR	FLAGSTAFF	AZ	86004
10905029	WHITTEN KAREN	3111 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	3208 N 4TH ST	FLAGSTAFF	AZ	86004
10905027	3101 LLC	3107 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	2200 E CEDAR AVE NO 6	FLAGSTAFF	AZ	86004
10910140A	CEDAR SQUARE ASSOCIATES LLC	2009 E CEDAR AVE	FLAGSTAFF	AZ	86004	221 N ELDEN ST	FLAGSTAFF	AZ	86001
10910137	CEDAR SQUARE ASSOCIATES LLC	1901 E CEDAR AVE	FLAGSTAFF	AZ	86004	221 N ELDEN ST	FLAGSTAFF	AZ	86001
10913003	CROFT BRADFORD A & KATHLEEN WASSELL TTEE ; CROFT FMLY TRUST DTD 4/14/05	1515 E	FLAGSTAFF	AZ	86004	7410 TAYLOR SPRINGS LN	FLAGSTAFF	AZ	86001
10913002	SMILEYFACE LLC	1515 E	FLAGSTAFF	AZ	86004	813 N BEAVER ST	FLAGSTAFF	AZ	86001
10913004	CROFT BRADFORD A & KATHLEEN WASSELL TTEE ; CROFT FMLY TRUST DTD 4/14/05	1515 E	FLAGSTAFF	AZ	86004	7410 TAYLOR SPRINGS LN	FLAGSTAFF	AZ	86001
10913005A	EDGAR ALLEN D & CHERYL J TRUSTEES ; EDGAR FAMILY TRUST UDT DTD 11-26-96	1515 E	FLAGSTAFF	AZ	86004	211 N LAKE HILLS DR	FLAGSTAFF	AZ	86004
10913001	NORTHEAST PROFESSIONAL PLAZA OWNERS ASSO	1515 E CEDAR AVE	FLAGSTAFF	AZ	86004	405 N BEAVER ST NO 7	FLAGSTAFF	AZ	86001
10913005B	JOHNSON HELEN E TRUSTEE ; JOHNSON HELEN E TRUST DTD 9/16/70	1515 E	FLAGSTAFF	AZ	86004	PO BOX 1131	CORNVILLE	AZ	86325
10914004	PAGE JEFFREY SCOTT	1475 E LINDA VISTA DR	FLAGSTAFF	AZ	86004	1475 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
10913012	DGG PROPERTIES LLC	1515 E Cedar AVE	FLAGSTAFF	AZ	86004	PO BOX 397	RILLITO	AZ	85654
10914005	YEATTS MICHAEL L JT ; SWIDLER NINA B JT	1455 E LINDA VISTA DR	FLAGSTAFF	AZ	86004	1455 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
10914006	CELESTINE EDDIE F & ROSE ANN JT	1425 E LINDA VISTA DR	FLAGSTAFF	AZ	86004	1425 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
10913011A	UNITED WAY OF NORTHERN ARIZONA	1515 E	FLAGSTAFF	AZ	86004	1515 E CEDAR AVE UNIT D1	FLAGSTAFF	AZ	86004
10913011B	BRENTNALL ROBERT LEWIS JR EXEMPT TRUST	1515 E	FLAGSTAFF	AZ	86004	23912 BOUGH AVE	MISSION VIEJO	CA	92691
10914007	FURNISH DALE B	3316 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	3316 N MONTE VISTS DR	FLAGSTAFF	AZ	86004
10914010A	DONALDSON JOSEPH C & JANICE K	1325 E LINDA VISTA DR	FLAGSTAFF	AZ	86004	1325 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
10914008	KOHNE KRIS R & CAROL O JT	3319 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	3319 N MONTE VISTA DR	FLAGSTAFF	AZ	86004
10914011	BUSHNELL CORY	1305 E LINDA VISTA DR	FLAGSTAFF	AZ	86004	1305 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
10914013	SHERRY DANA L & KARI A	1265 E LINDA VISTA DR	FLAGSTAFF	AZ	86004	1265 E LINDA VISTA DR	FLAGSTAFF	AZ	86005
10914009A	BALL WILLIAM A & LOIS A	1345 E LINDA VISTA DR	FLAGSTAFF	AZ	86004	1345 E LINDA VISTA DRIVE	FLAGSTAFF	AZ	86004
10914012	GOMORA KEITH & LARA	1285 E LINDA VISTA DR	FLAGSTAFF	AZ	86004	1285 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
10914014	GALLAHER DEAN A & KIMBERLY L CPWROS	1240 E LINDA VISTA DR	FLAGSTAFF	AZ	86004	1240 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
10914022	SHORT BOB H & MAUREEN KNOWLES	3305 N CHINWOOD WAY	FLAGSTAFF	AZ	86004	3305 N CHINWOOD ST	FLAGSTAFF	AZ	86004
10914029	THOMPSON WM GEORGE & GERTRUDE E TRUSTEES ; THOMPSON FMLY LVNG TRUST DATED 9-10-97	3340 N CHINWOOD WAY	FLAGSTAFF	AZ	86004	3340 N CHINWOOD WAY	FLAGSTAFF	AZ	86004
10914031	CHRISTIANSEN MATTHEW J & ANGELA R CPWROS	3300 N CHINWOOD WAY	FLAGSTAFF	AZ	86004	3300 N CHINWOOD WAY	FLAGSTAFF	AZ	86004
10914033	MURPHY DANIEL K	3325 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	3325 N MONTE VISTA DR	FLAGSTAFF	AZ	86004
10914032	NEUMANN PAUL A & JOANNE C JT	1320 E LINDA VISTA DR	FLAGSTAFF	AZ	86004	1320 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
10914034	CANIZALES JOSE R & JULIA L JT	1340 E LINDA VISTA DR	FLAGSTAFF	AZ	86004	1340 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
10914035	CARTER MICHAEL	1360 E LINDA VISTA DR	FLAGSTAFF	AZ	86004	348 SHELTERWOOOD CT	DANVILLE	CA	94506
10905065	EMSHWILLER MARK EDWARD	1202 E HARMONY WAY	FLAGSTAFF	AZ	86004	2435 N CESSNA CIR	CAMP VERDE	AZ	86322
10905066	CABRARA MARIO A	3227 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3227 N GRANDVIEW DR	FLAGSTAFF	AZ	86004

APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	SITUS ST	SITUS ZIPCOI	OWNER ADDRESS	OWNER CITY	OWNE	OWNER ZIPCC
10905067	MCNAIR EMILY	3301 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3301 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905068	REVERING DENNIS J & GOLDIE M JT	3305 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3305 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905069	MINISTER MATTHEW E JT ; CONN CYNTHIA A JT	3309 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	820 W MURRAY DR	FLAGSTAFF	AZ	86001
10905070	CHAVEZ RICHARD & ROSE LINDA CPWROS	3313 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3313 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905071	FLOREZ WILLIAM R	3317 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3317 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905072	GARDINIER RIAN DAVID	3321 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3321 N GRANDVIEW	FLAGSTAFF	AZ	86001
10905073	WELCH LUCILLE TRUSTEE ; WELCH FMLY TRUST DTD 5/26/94	3325 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	4200 COUNTRY CLUB DR	FLAGSTAFF	AZ	86004
10905074	SHERMAN DAVID LEON	3405 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3405 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905078	RICHARDS SCOTT S	3505 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3505 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905075	SMITH JACOB	3409 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3409 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905076	MARECK KATHERINE A	3413 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3413 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905077	BANNER SANDRA J	3501 N GRANDVIEW DR	FLAGSTAFF	AZ	86004	3501 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
10905079F	EATON KATHERINE A SURVIVOR'S TRUST CREATED U/D/T 6-16-95	N	FLAGSTAFF	AZ	86004	3317 NORTH MONTE VISTA DR	FLAGSTAFF	AZ	86004
10905079B	EATON KATHERINE A SURVIVOR'S TRUST CREATED U/D/T 6-16-95	3317 N MONTE VISTA DR	FLAGSTAFF	AZ	86004	3317 NORTH MONTE VISTA DR	FLAGSTAFF	AZ	86004
10905081C	FREEMAN WEST LLC	3100 N WEST ST #100	FLAGSTAFF	AZ	86004	3100 N WEST ST	FLAGSTAFF	AZ	86004
10905081D	GEILE MANAGEMENT LLC	3100 N WEST ST #300	FLAGSTAFF	AZ	86004	PO BOX 30278	FLAGSTAFF	AZ	86003
10907007B	PAGE JEFFREY SCOTT		FLAGSTAFF	AZ	86004	1475 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
10910141B	MORRIS TERRY G & DIANNA L	3013 N WEST ST	FLAGSTAFF	AZ	86004	871 ALPINE HWY	ALPINE	UT	84004
10907007E	JOHNSON HARPER P		FLAGSTAFF	AZ	86004	1545 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
10913009A	FILER HOLDINGS LLC	1515 E	FLAGSTAFF	AZ	86004	4201 ROOSEVELT WAY NE STE 20	SEATTLE	WA	98105
10913010A	NORTHERN AZ ASSOC OF REALTORS INC FKA NORTHERN AZ BOARD OF REALTORS	1515 E	FLAGSTAFF	AZ	86004	1515 E CEDAR AVE STE C4	FLAGSTAFF	AZ	86004
10913008A	SMILEYFACE LLC	1515 E	FLAGSTAFF	AZ	86004	813 N BEAVER ST	FLAGSTAFF	AZ	86001
10902001P	FLAGSTAFF CITY OF	3100 N WEST ST	FLAGSTAFF	AZ	86004	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10914069	YAVAPAI SAVINGS & LOAN ASSOCIATION		FLAGSTAFF	AZ	86004	PO BOX 2299	PRESCOTT	AZ	86301
10914070	YAVAPAI SAVINGS & LOAN ASSOCIATION		FLAGSTAFF	AZ	86004	PO BOX 2299	PRESCOTT	AZ	86301
	FRIENDS OF FLAGSTAFF'S FUTURE					PO BOX 23462	FLAGSTAFF	AZ	86002
	NORTHERN ARIZONA BUILDING ASSOCIATION					1500 EAST CEDAR AVENUE, SUIT	FLAGSTAFF	AZ	86004
	NORTHERN ARIZONA ASSOCIATION OF REALTORS					1515 EAST CEDAR AVENUE, SUIT	FLAGSTAFF	AZ	86004
	TISH BOGAN-OZMUN					5271 MT. PLEASANT DRIVE	FLAGSTAFF	AZ	86004
	MARILYN WEISSMAN					1055 EAST APPLE WAY	FLAGSTAFF	AZ	86001
	MAURY HERMAN, COAST & MOUNTAIN PROPERTIES					3 NORTH LEROUX STREET	FLAGSTAFF	AZ	86001
	NAT WHITE					1120 NORTH ROCKRIDGE ROAD	FLAGSTAFF	AZ	86001
	CHARLIE SILVER					720 WEST ASPEN AVENUE	FLAGSTAFF	AZ	86001
	BETSY MCKELLAR					330 S ASH LANE	FLAGSTAFF	AZ	86004
10914005	NINA SWIDLER	1455 E LINDA VISTA DR	FLAGSTAFF	AZ	86004	1455 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
10905081A	CEDAR WEST CAPITAL LLC C/O MIKE SOURIS					504 N BEAVER ST SUITE 7	FLAGSTAFF	AZ	86001

APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	SITUS ST	SITUS ZIPCOI	OWNER ADDRESS	OWNER CITY	OWNE	OWNER ZIPCO



1000' Buffer Map

September 25, 2017

Feet

0 435 870 1,740

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COCONINO COUNTY ARIZONA

October 10th, 2017

✡ SIGN-IN SHEET

Scattered Site Affordable Housing Concept Rezoning
Neighborhood Meeting
26-Oct-17

	NAME:	EMAIL:	PHONE:
1	Eric Mandia	eric 3500lv@aol.com	928-522-3824
2	Carlos & Lisa Gabaldon	lisagabaldon@gmail.com	928-277-6023
3	Brenda Phipps	Bphipps441@gmail.com	9286005293
4	Terry Casebeer	terry@casebeer.org	928-774-2116
5	Lee Brooks	———	928-779-2050
6	ARNOLD TURNER	sturner@jsmodconsult.com	928-814-9593
7	Lina H. Wallon	lina@infomagic.net	853-6603
8	Nina Swider	nswider@gmail.com	928 607-7757
9	William Tomlinson	tomlinson.bert@gmail.com	928 607 7043
10	Vicki Wachter	vwachter@fusd1.org	928-707-3548
11	Brad Gardner	bradgardner@mac.com	
12	Mark Spinti	ismoose@yahoo.com	928 527-3924

SIGN-IN SHEET

Scattered Site Affordable Housing Concept Rezoning
Neighborhood Meeting
26-Oct-17

	NAME:	EMAIL:	PHONE:
1	Bruce Greco	bcgreco@gmail.com	928.814.2427
2	MIKE LAVOR	N/A	N/A
3	Arthur Studley	larsstudley@yahoo.com	928-707-2319
4	Susan Greene	susan-greene@aithlink.net	N/A
5	Kaspar Gantenbein	Kaspar@aol.com	928-774-1550
6	Ron Talbott	rontalbott@gmail.com	928 255 3517
7	Sharon Super	sdsuper@aol.com	928-774-0769
8	Devonna McLaughlin	devonnam@housingnaz.org	928-814-8271
9	Norm Walker		779-1192
10	Dennis Roseta	ccauto99@yahoo	9286074443
11	TAD MOORE	TADREALESTATE@GMAIL.COM	607-4113
12	MOSES MILAZZO	mosespm@gmail.com	266 6189

SIGN-IN SHEET

Scattered Site Affordable Housing Concept Rezoning
Neighborhood Meeting
26-Oct-17

	NAME:	EMAIL:	PHONE:
1	KURT DRAWZ	longridr@gmail.com	928-853-9484
2	George Aukon	gaukon@yahoo.com	928 607 2289
3	Larry Abels	LarryAbels2@gmail	814.602.0706
4	Jean Mansfield	jeanm774@aol.com	928-853-5781
5			
6			
7			
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10			
11			
12			

Citizen Participation Report

Methods to keep the Planning Director informed

As a part of the application process, The Housing Section is submitting a final report summarizing the public involvement process. This report includes the following information:

- Certification, on a form established by the Planning Director, that the meeting was noticed and conducted in compliance with the requirements of Section 10-20.30.060 of the Flagstaff Zoning Code.
- Details of the techniques the Applicant used to involve the public, including:
    1. Date and location of the neighborhood meetings;
    2. Copies of the letters and other correspondence, including dates and number of mailings or deliveries;
    3. A copy of the mailing list and a summary of where residents, property owners, and other affected parties receiving notices were located;
    4. The number and names of the people that participated in the process based on the sign-in sheet for the meeting; and
    5. A dated photograph of the notification sign installed in compliance with Section 10-20.30.060 Subsection D5 of the Flagstaff Zoning Code.
- A summary of concerns, issues, and problems expressed during the neighborhood meetings, including:
    1. The substance of the concerns, issues, and problems; and
    2. The City's response to the comments received at the neighborhood meeting. If public comments or suggestions are not included in future submittal documents, an explanation of why they were not included will be provided.

Scattered Site Affordable Housing Project
Concept Rezoning Application

Citizen Participation Report

The neighborhood meeting for the concept rezoning of 3150 N West Street was held Thursday, October 26, 2017 at 5:00 PM at the Hal Jensen Recreation Center, 2304 N Izabel St.

A summary of the concerns raised and City staff response is as follows.

- After introduction to the meeting there was clarification needed about which parcel was being discussed for rezoning. There was general concern that the realignment properties in the area were being rezoned, and weren't they designated as open areas. Staff explained these areas are not a part of this rezoning application.
- Someone asked if the images in the poster were examples of what we wanted to build. Staff answered yes, a two story building would be built.
- Staff clarified what the current zoning is and what uses are permitted in the Public Facility zone, and what the Medium Density Residential zone would allow. Some one asked why it couldn't it retain its existing zoning and become a park.
- There was a suggestion that the City buy up mobile home parks and rehabilitate them.
- 23 parking spaces shown on concept plan is generally not well received, comments that the plan is different than reality. Staff explains that is the reason we have gathered the neighborhood at this point in the process.
- After the concept zone plan was reviewed there was a comment about how City determines how many units fit onsite. Someone asked if we could fit more units onsite. Staff explained that there is a citywide need for studios and one bedroom rental apartments.
- There was a comment that if we pursued this concept plan as shown, aren't there things we could do to limit traffic issues. Perhaps limit the number of people living in the units. It was asked if it can be made clear that students aren't eligible for these units. Staff explained we can't prohibit a student from living in a unit if they meet other income and independent tax status requirements, and that generally students do not seek affordable rental units.
- A property owner from a quarter mile away warned that there will be parking shortages because they provided more spaces than required at his property but there still aren't enough.
- There was a great concern about the number of stories of the proposed buildings – that if the building height was 35' the developer would try to get three stories. Staff responded that three stories at 35' is rarely seen. Attendees wanted assurance that a three story building will not be proposed, staff responded that the developer will be aware of the preference for two stories and will bring the site plan back to the neighborhood for review.
- There were a couple questions about the RFP; Is there a specific population these units need to serve, and does the RFP specifically state that a two story height limit would be enforced on this site. Staff answered that developers respond to the RFP with a special population they intend to serve, if any. Staff answered that a two story limitation at this site was not included in the RFP.
- By an informal vote, attendees decided they want to limit the building to two stories.
- There were several comments made by a neighborhood resident that did not receive a letter of notice for the meeting:
    - These meetings need to be scheduled later than 5 PM sine people are still working.
    - Better notice methods should be put into place (Daily Sun, City website, etc).
    - Is there an opportunity to discuss alternative uses on the parcel given the existing traffic issues in the neighborhood.

Citizen Participation Report

  - Increased traffic – due to the construction – contacted city council, PD – the PD says there is insufficient staffing to handle traffic issues
  - Concerned about increased crime in the area due to this type of housing.
  - Concerned about decreased property values.
  - There are federal NEPA and historic preservation requirements that City's Historic Preservation Officer should take seriously
  - It is part of the wildlife corridor
- Another question was if the project has an occupancy limit. There is concern about regulating the number of people living in each unit. Staff answered that the building code regulates occupancy but enforcement is very difficult.
- In response to the concern about decreased property values, another attendee stated that, as a real estate agent, he believes what will impact property values more is the mass exodus of people who can't afford to live here – affordable housing is the answer.
- There was another comment from a neighborhood homeowner that his house was his investment and retirement and can't imagine looking out and seeing a two story apartment. He is also concerned about their property values not being as high as other areas in town.
- Another comment that this rezoning sounds like it is a done deal. Staff answered that no, this is a public process and City Council makes the ultimate decision. Another asked if this site is housing or nothing, and are there no other options? Staff answered that this affordable housing project is relatable to Council's goal of increasing affordable housing stock.
- There was more concern that the notification process is inadequate – 4 months and 1 day until (LIHTC) application deadline – solid timeframes requested. Staff explained that the RFP is closed, a developer had just been chosen, and property negotiations will begin next week. Planning & Zoning Commission is likely to hear this rezoning case on November 30 (a Thursday at 4 PM) with Council shortly after. This information will appear on the City's website as soon as dates are confirmed. There was a comment that "fast tracked" projects should do a better job of getting the word out to the public, and that is a long standing problem. Staff suggested getting a spot on the Flagstaff Community Forum where the public can weigh in on this issue
- Another comment: are we sure there can't be development on the south end of the parcel where landscaping is? Staff answered that access easements will remain and the driveway to Safeway will be maintained. No new driveways will be introduced to the site.
- There was a question that if this goes forward, will the developer be required to install a roundabout, traffic light or other methods of traffic control since Linda Vista can be so dangerous. Staff explained that the addition of traffic signals further congest streets and that Linda Vista is a collector street and will always have more traffic than a neighborhood street. In addition, the size of this project doesn't warrant a traffic impact analysis.
- Staff explained the ownership of the apartments is not determined yet, but that there will be a property management company who is required, per the RFP, to keep a long term maintenance fund. There was concern that the finished apartment complex would have similar landscaping to Flagstaff Senior Meadows, that the landscaping at that facility is ugly.
- There was a question about the loss of ponderosa pine trees at the subject site which led to a discussion of the pine trees on McMillan Mesa. Staff explained the resource protection requirement for that area.

Citizen Participation Report

- The last discussion point was about the primary driveway off and onto the property. An attendee had heard the City Engineer discussing driveway standards on the radio and wondered if the driveway would be restricted to a one way turn. Staff clarified the existing full access driveway would remain.

Meeting ended at 6:45 PM.

Written comments submitted at the meeting are copied in the following pages.

Comment Card
Scattered Site Affordable Housing Concept Rezoning – Neighborhood Meeting
October 26, 2017

Thanks for holding a meeting on a topic that can be emotional for some people impacted. Flagstaff needs more small projects like this all over town. Parking does need to be plentiful. If height is an issue, why not dig down to lower the profile, that does increase cost. This is a good location for a project like this. It is close to schools, a store, etc.

Contact Information (optional): Mark Spinti (Name) ismoose@yahoo.com (E-Mail)

Comment Card
Scattered Site Affordable Housing Concept Rezoning – Neighborhood Meeting
October 26, 2017

I have concerns of what would happen if this project is not profitable, what will happen, will it be subsitised by taxes, closed, sold? Also I think there could be an increase in crime if this goes through. Lastly I think it would be better if a new police station or fire station was built here instead, the current stations for both in this area are distant.

Contact Information (optional): Eric Mandia (Name) eric35001v@aol.com (E-Mail)

Comment Card
Scattered Site Affordable Housing Concept Rezoning – Neighborhood Meeting
October 26, 2017

My biggest concern w/ this concept zoning plan is having enough parking for this location. 23 spaces would not allow for each unit to have 2 cars or parking spaces per unit. The second concern is the added traffic that would be added to this intersection.

I am overall in support of ~~affordable~~ housing projects in Flagstaff. But I feel that this location is too small for family housing. My preffrce would be to keep this location as an open space and not develop on this location!

Contact Information (optional): Carlos Gabaldon (Name) cgabaldon@gmail.com (E-Mail)

Comment Card
Scattered Site Affordable Housing Concept Rezoning – Neighborhood Meeting
October 26, 2017

I Love This plan. I would Support High Density Residental Zoning.

We NEED affordable housing.

I have No concerns about parking or traffic with this ~~S~~ Concept.

Contact Information (optional): MOSES MILAZZO (Name) mosesgm@gmail.com (E-Mail)

Comment Card
Scattered Site Affordable Housing Concept Rezoning – Neighborhood Meeting
October 26, 2017

Keep it open space first maybe a park
Limit Occupancy if it goes Through
Not Enough Parking
Great idea wrong out come

Contact Information (optional): Dennis Rooster CCAuto99@Yahoo.
Name E-Mail

Comment Card
Scattered Site Affordable Housing Concept Rezoning – Neighborhood Meeting
October 26, 2017

Conceptually — yes!
As long as stays in Scale.

Thank you

Contact Information (optional): Susan Greene susan_greene@earthlink.net
Name E-Mail

Comment Card
Scattered Site Affordable Housing Concept Rezoning – Neighborhood Meeting
October 26, 2017

I FEEL STRONGLY THAT THE LAND RUNNING PARALLEL TO N. WEST ST/EAST LINDA VISTA DRIVE SHOULD REMAIN AS OPEN LAND - AND NOT DEVELOPED! INADEQUATE PARKING SPACES & INCREASING TRAFFIC IN AN AREA WHERE TRAFFIC IS ALREADY A PROBLEM ARE TWO OF THE MANY REASONS. WITH HIGHER DENSITY LIVING, CRIME INCREASES. BECAUSE SAFETY IS A PRIMARY CONCERN, I FEEL THE FACT THAT IT IS SO PROXIMAT TO COCONINO, THE SECHRIST SCHOOL BUS (PICK UP SPOT), OTHER SCHOOLS WHO USE THE NORTH WEST ST/EAST LINDA VIST

Contact Information (optional): _____
Name E-Mail

OVER

CORRIDOR AS THEIR MAIN WALKING ROUTE TO THEIR HOMES IS NOT IN THE BEST INTEREST OF EITHER THE NEIGHBORHOOD (NOR THE CITY) TO DEVELOP THIS LAND. PLEASE KEEP THIS LAND OPEN!!

In case you think I'm a snob, my granddaughter, her husband and 2 boys live in low income housing off 3rd Street and it backs up to a school. Because of the school, there is beautiful landscaping wonderful police patrols and great supervision. Leaving off West Street and Linda Vista would not be the same as this area. Who would be first to walk into speeding traffic? Get real with low income housing

Comment Card
Scattered Site Affordable Housing Concept Rezoning – Neighborhood Meeting
October 26, 2017

I have lived in Flagstaff since 1962 coming here because of the university. The first three years were spent house hunting looking for safe, treed, spots close to schools. We purchased our ½ acre spot in the Spring of 1965 and hired our contractor. We built our dream home close to schools, in a great neighborhood, near other university people and we were safe, had backgrounds similar to our neighbors, and our happy with our quiet neighbors.

Contact Information (optional): Leslie K Brooks (Name) none (E-Mail)

Now the city is trying to spoil our safe quiet neighborhood!! I am disgusted with this current thinking!

Jennifer Mikelson

From: Devonna McLaughlin <devonnam@housingnaz.org>
Sent: Thursday, November 02, 2017 1:40 PM
To: Jennifer Mikelson
Subject: RE: Neighborhood Meeting Notes from 10.26.17

Hi Jennifer,

Thanks for sending out the meeting notes and for providing an additional opportunity for public comment. I was present at the community meeting re: the proposed rezoning of the City land located at 3100 N. West St, but had to leave early.

I appreciate the opportunity to weigh in on the proposed rezoning of the City property, located at 3100 West St. from Public Facility to Medium Density Residential. Our city is in dire need of affordable housing. Every affordable housing property and program in town has waiting lists with hundreds of families who are seeking decent, affordable housing. This property would be ideal for affordable housing development as it is close to a grocery store, schools, public transportation, banking, etc. The proposed medium density residential use is in keeping with the surrounding neighborhood. There is significant open space and park amenities nearby so the development of this property will not negatively impact neighbor's access to open space. Because affordable housing is such a huge community need, I urge Council and the City to move forward with the re-zoning of this property to create affordable housing.

Devonna McLaughlin
Housing Solutions of Northern Arizona
Facebook | Website | Twitter | Instagram

From: Jennifer Mikelson [mailto:JMikelson@flagstaffaz.gov]
Sent: Thursday, November 02, 2017 11:45 AM
To: Jennifer Mikelson
Subject: Neighborhood Meeting Notes from 10.26.17

Hello,
I have attached for your review a report of the neighborhood meeting held for the concept rezoning of the City parcel located at 3100 N West Street. Please let me know if the meeting notes do not capture the content of the meeting, or if I can answer any other questions. All written comments received at the neighborhood meeting as well as emails sent to City staff will be included as part of a packet to the Planning & Zoning Commission and City Council. If you would like to provide an additional written comment to be included in the public hearing staff reports, you can send them to me up until Friday, November 17. Please anticipate another letter detailing the public hearing process for this concept rezoning case.

Thank you for your participation in this first step of our Scattered Site Affordable Housing project.

Jennifer

Jennifer Mikelson

From: Tiffany Antol
Sent: Monday, October 30, 2017 4:49 PM
To: Jennifer Mikelson; Justyna Costa; Sarah Darr
Subject: FW: Comments on Proposal Re; Project 2017.16

Tiffany Antol, AICP
Planning Development Manager
City of Flagstaff | Community Development
211 West Aspen Avenue | Flagstaff, AZ | 86001
P: (928) 213-2608 | F: (928) 213-2089

From: bcgreco@gmail.com [mailto:bcgreco@gmail.com]
Sent: Thursday, October 26, 2017 8:00 PM
To: Tiffany Antol <TAntol@flagstaffaz.gov>
Subject: Comments on Proposal Re; Project 2017.16

Ms Antol:

Thank you for providing your contact information at tonight's public meeting so I feel that I have an adequate opportunity to provide some comments on the housing proposal on North West Street (Project 2017.16).

As I stated in the meeting, the City of flagstaff has failed to adequately notify & provide adequate information to the public, to date, on this project proposal. One sign posted on the parcel (that required stopping in an unsafe area in a driving lane, to read) and mailing to residents within 1000' feet may have met the "requirement" of public notification, but shame on the city; you must do better! At least communicate to us thru the city website.

My comments are coming from one who has participated in many different planning processes regarding lands in the City of Flagstaff, since late 1970's. Let me sum up my input by referencing a portion of the Flagstaff Open Spaces Management Plan, one of which I gave substantial input to:

"The Regional Plan reiterates the idea that the preservation of open space enhances a community's quality of life. Building on that, the plan explores how open spaces function as recreational sites, as buffers between neighborhoods, as corridors for trails and for wildlife, and many other uses.

In May of 2004, voters approved a bond question that enables the city to expand the Flagstaff Urban Trails System and to acquire neighborhood open space. The citizens' support of Question 302 allocated $7.6 million to be used for the following purpose. The acquisition of up to approximately 550 acres of open space lands in and around the City's neighborhoods consisting of wildlife habitat, geological features, riparian and scenic areas, and buffers spread throughout the City and for the connection of neighborhoods, parks, schools, employment, shopping and other areas with approximately 50 miles of the Flagstaff Urban Trails System.

Prior to May 2004, the city had designated for open space 260 acres of city-owned land on McMillan Mesa. A third bond question sought to raise $10 million to purchase an adjacent 110 acres for open space. The question narrowly failed at the polls. The planning documents, the formation of the Open Spaces Commission, and the voters' approval of bond questions provide abundant evidence that the community values open space and wants to protect it." That's over $13

million dollars invested to increase and retain quality areas such as this parcel. To re-zone it residential is to defy the initial vision and intent of what we worked for as a community for the last two decades.

Parcels like this one exemplify the intent and vision of providing buffers, filters and connectivity between residential and forested-open spaces that provide the 'quality of place" that we are loosing so much of in Flagstaff. This area provides significant opportunity for pedestrian access from residential to commercial areas. Why not increase that experience by maintaining it as open space or a neighborhood park, of which does not exist in this area? I request that this option be evaluated and documentation of the evaluation be provided to the public.

In the spirit of clarity & brevity, I'll add the additional input:

- The parcel currently provides connectivity to key wildlife habitat, as a minimum, that I have observed in the immediate area(Mule deer, squirrels,foxes, coyotes, rodents & birds)
- Building on this parcel will not achieve "Resource Retention" as stated by City Staff at the meeting, to be a very high priority for all parcel assessments.
- Parking on site, traffic ingress/egress, safety are concerns that need addressing
- Please evaluate alternate uses, including leaving the parcel as open space or a public-neighborhood park prior to submitting recommendations for rezoning and development.

I request to be added to any mailing list to receive notifications of future opportunities to comment and any meetings associated with this project proposal.

Thank you,
Bruce Greco
bcgreco@gmail.com

Sent from Mail for Windows 10

Jennifer Mikelson

From: Jennifer Mikelson
Sent: Monday, October 30, 2017 2:57 PM
To: 'Adrienne Wasserman'
Subject: RE: 3050 N. West St. Concept Rezoning

These affordable units are intended for low income individuals and families **earning 30-60% of the area median income**. The residents would all need some form of income to qualify. As of now we aren't focusing on veterans or seniors, however, the developers will weigh in on who they are designing the units for, since they will ultimately be the property managers. To give you an idea of the income limits for these units, a family of four in Flagstaff would need to earn less than $37,680 annually. A single individual would need to earn $26,400 or less to qualify to rent there.

We like the West Street location for specifically the reasons you mentioned, and we do hope that it encourages some households to bring fewer cars. The comments we've received at two public meetings so far are the opposite of your thoughts; there is fear that the parking provided is not nearly enough and we should have more. The parking spaces shown on the concept plan is the number that is required by the zoning code. Your comments on parking would be a welcome challenge to the perception that all residential projects in this town aren't adequately parked!

Thank you and let me know if you have any other comments ahead of the public hearings.
Jennifer

Jennifer Mikelson
Housing Analyst | City of Flagstaff | 928.213.2744

From: Adrienne Wasserman [mailto:wassermanadrienne@gmail.com]
Sent: Sunday, October 29, 2017 11:25 AM
To: Jennifer Mikelson <JMikelson@flagstaffaz.gov>
Subject: Re: 3050 N. West St. Concept Rezoning

Dear Ms. Mikelson:

Thank you for your prompt, courteous and detailed message. I do have an inquiry: what income level will the tenants have to be to qualify for what I assume is subsidized rent? Is this designed to help unemployed people in Flagstaff, low income working poor families, seniors, veterans?

Larry and I are conscious enough of the need for affordable housing to reserve judgement until we know more. My first thought was that placement right next to a supermarket was a good idea for those who no longer drive, or don't have reliable transportation, but now I see parking places enough for every family. I will point out that a bus stop is right at the end of the Safeway shopping center; if we're talking about the very real need to have transportation to work, do you really need to have parking places enough for every adult in the complex?

Thank you again,

Sincerely,

Adrienne and Larry Wasserman

On Thu, Oct 26, 2017 at 12:54 PM, Jennifer Mikelson <JMikelson@flagstaffaz.gov> wrote:

Hi Adrienne-

Good speaking with you this morning and thank you for your interest in this project. I've attached a concept plan of what we intend to see built on the site. The concept plan includes information like the number of residential units and parking spaces required. The architectural elevations will come later this winter, and the developer with lead those neighborhood meetings. The next mailing you receive from the City will announce the public hearing schedule for the Planning & Zoning Commission and City Council. You will be able to make a formal public comment at these hearings if you chose. Please let me know if there is anything about the project you want more information about and I'll be happy to get back to you. Have a great day!

-Jennifer

Jennifer Mikelson

Housing Analyst | City of Flagstaff | 928.213.2744

Jennifer Mikelson

From: Tad Moore <tadrealestate@gmail.com>
Sent: Friday, October 27, 2017 5:05 PM
To: Jennifer Mikelson
Subject: Re: More affordable housing info

Sounds good! Thanks!

Tad Moore / Realtor, e-Pro
tadrealestate@gmail.com / 928.607.4113

RE/MAX Peak Properties
928.214.7325
717 W. Riordan RoadFlagstaff, AZ 86001
www.tadmoorerealestate.com

On Oct 27, 2017, at 4:44 PM, Jennifer Mikelson <JMikelson@flagstaffaz.gov> wrote:

> Thanks for your support! I will keep you in mind for certain outreach but the only thing I can think of off-hand is to have you show up for the Commission and Council meetings with a public statement in favor of the affordable rentals. I'll be in touch with you as I talk with our team about outreach going forward.
>
> **From:** Tad Moore [mailto:tadrealestate@gmail.com]
> **Sent:** Friday, October 27, 2017 1:30 PM
> **To:** Jennifer Mikelson <JMikelson@flagstaffaz.gov>
> **Subject:** Re: More affordable housing info
>
> Thank you so much Jennifer! This issue is something I'm pretty passionate about. What other ways can I get involved and help?
>
> Thanks!
> Tad
>
> <image001.jpg>
>
> **Tad Moore** / Realtor, e-Pro
> tadrealestate@gmail.com / 928.607.4113
>
> **RE/MAX Peak Properties**
> 928.214.7325
> 717 W. Riordan RoadFlagstaff, AZ 86001
> www.tadmoorerealestate.com
>
> On Oct 27, 2017, at 11:32 AM, Jennifer Mikelson <JMikelson@flagstaffaz.gov> wrote:
>
> > Hi Tad-
> > Thank you for coming last night and sharing your professional opinions about property values. At public meetings like these it's always so helpful to have a voice in support of affordable rentals. Sarah Darr asked me to forward you some basic information we put

out this summer regarding the Scattered Site Affordable Housing project. This PDF includes the "Schultz" parcel which was eventually traded by City Council at a July Council meeting for the Sawmill property at the corner of Lone Tree and Butler. If there's something that's confusing let me know and I'll help explain or send other info – it's been a winding path just getting to these rezoning cases!

Have a great weekend,
Jennifer

<image001.jpg>

Jennifer Mikelson
Housing Analyst | City of Flagstaff | 928.213.2744

<Fact Sheet 06192017 with drawings.pdf>

Jennifer Mikelson

From: Norm Wallen <normwallenflg@gmail.com>
Sent: Friday, October 27, 2017 11:26 AM
To: Jennifer Mikelson
Subject: Re: Locations of LIHTC properties

Thanks, Norm

On Fri, Oct 27, 2017 at 11:18 AM, Jennifer Mikelson <JMikelson@flagstaffaz.gov> wrote:

Hi Norm-

Thank you for attending our first outreach effort in this concept rezoning application process. Tiffany says you'd like a list of the low income housing tax credit (LIHTC) properties in town. I've attached an informational flyer we have available at our Housing office for those in search of affordable rentals. On the second page you'll find the names and addresses of all the LIHTC properties. Let me know if any questions come up in the coming weeks and I'll be happy to help!

Have a great weekend,

Jennifer

Jennifer Mikelson

Housing Analyst | City of Flagstaff | 928.213.2744

Jennifer Mikelson

From: Tiffany Antol
Sent: Friday, October 27, 2017 11:10 AM
To: Jennifer Mikelson
Subject: FW: Thank you -- Affordable Housing Concept Zoning Mtg

Follow Up Flag: Follow up
Flag Status: Flagged

Tiffany Antol, AICP
Planning Development Manager
City of Flagstaff | Community Development
211 West Aspen Avenue | Flagstaff, AZ | 86001
P: (928) 213-2608 | F: (928) 213-2089

From: Mo Ses [mailto:mosespm@gmail.com]
Sent: Friday, October 27, 2017 10:19 AM
To: Tiffany Antol <TAntol@flagstaffaz.gov>; Sarah Darr <sdarr@flagstaffaz.gov>
Subject: Thank you -- Affordable Housing Concept Zoning Mtg

Hello!

I wanted to thank you, again, for holding the affordable housing neighborhood meeting last night.

I am in complete support of this initiative and others like it across the city.

As an individual employer who brings in approximately 0.02% of the city's economy through federal grants, I find it incredibly difficult to hire and retain talented and skilled employees (software developers, geologists, and everybody in between) who can afford to live in the city. I often lose potential employees to more attractive salaries in places like Silicon Valley, Denver, Seattle, Tucson, Phoenix, and other areas with high tech reputations. If I could hire more people, I could probably double or triple the amount of money I bring in (in federal dollars) to the Flagstaff Community.

As a community member who has spent more than 30 years—and who plans to live quite a bit longer in the area, I am also concerned about the long-term viability of a city whose main employment is through the service industry, which cannot pay enough for people to work one job and afford rent or home ownership. This is not sustainable.

I have would like to contribute to these initiatives in any way possible, so if there's something I can do to help, please let me know.

Thanks again!

--Moses Milazzo
928 266 6189
mosespm@gmail.com

Jennifer Mikelson

From: Jennifer Mikelson
Sent: Tuesday, November 07, 2017 8:47 AM
To: 'Jennifer Spinti'
Subject: RE: Comments on affordable housing project located at 3100 N West Street

Ms. Spinti-
Thank you very much for your comments on this rezoning case. I'm glad someone was able to forward you the meeting summary so you can weigh in on the matter. If you have other questions or would like to be added to the notifications mailing list let me know. Your comment will be included in the packets to the Planning & Zoning Commission and City Council.

Have a great day,
Jennifer

Jennifer Mikelson
Housing Analyst |City of Flagstaff | 928.213.2744

-----Original Message-----
From: Jennifer Spinti [mailto:jennifer.spinti@gmail.com]
Sent: Monday, November 06, 2017 10:55 PM
To: Jennifer Mikelson <JMikelson@flagstaffaz.gov>
Subject: Comments on affordable housing project located at 3100 N West Street

Dear Jennifer,

Your email summarizing the public input from the October 26, 20170, meeting relating to the proposed affordable housing project at 3100 N West St was forwarded to me. I would like to have my comments included in the public record. I live a few blocks from the proposed site (above Linda Vista) and ride my bike by the site almost daily. I think this site is a great location for this type of project. Right now it is a small, isolated parcel of "open space" that seems to collect only trash and transients, not wildlife. I know because my family and I have picked up trash on this parcel many times. Its location along a busy street next to a shopping center means that are limited uses for this parcel. Affordable housing seems like a perfect fit because it is close to shopping, to downtown, to schools, and to the city bus system. I am unclear why people are concerned about traffic impacts. I anticipate that most occupants exiting the property would be heading south on West Street toward Cedar and thus away from the congestion on Linda Vista. Also, recent congestion on Linda Vista is a direct result of the road construction on Lockett, so the traffic load should decrease once Lockett is reopened. As for the removal of trees, there is considerably more tree removal going on in the forest at the base of Mt. Elden than any tree removal due to building construction.

Sincerely,

Jennifer Spinti
2130 E. Skyline Dr.
Flagstaff, AZ 86004

Scattered Site Affordable Housing Concept Rezoning
Record of Public Correspondence

Phone Call Tracking as of November 6, 2017

1. Pete Nicholson, (928) 526-246
   Left message 10/9/17, called back 10/17/17

   Needed general clarification of what the notice was regarding and how it may affect his rentals in the neighborhood. He said he couldn't attend the neighborhood meeting, but said he was supportive of the project.

2. Tony Jennis, (928) 380-7063
   Left message 10/10/17, called back 10/17/17

   Needed general clarification of what the notice was regarding and what the plans for the parcel were. He wanted to be sure there was no further action required on his part. He couldn't attend the neighborhood meeting but said he was supportive of the project.

3. Rick Lopez, (928) 600-1949
   Called 10/20/17

   Wanted to verify which parcel on West Street was being developed. He asked for an update about the Scattered Site Affordable Housing RFP.

4. Adrienne & Lawrence Wasserman, wassermanadrienne@gmail.com, (928) 774-3654
   Left message 10/25/17, called again 10/26/17

   They live above the West street location on Appalachian. She and her husband can't make it to the meeting but would like more information about the proposed project. Will send her an email including the concept plan and project narrative.

5. Michael Cerise, (928) 699-7211, mikesouris@aol.com
   Called 11/6/17

   As the primary property owner of the Safeway shopping center, he wanted to convey a few comments. First, he wasn't notified until the morning of Monday November 6, by a concerned resident. He provided his correct mailing address so that he would receive the upcoming public hearing notice. Second, he was under the impression the subject property was zoned as public land open space and has an old map indicating such. Third, he is concerned that the complex will be under parked and tenants will use his parking lot. He was notified that written comments are encouraged for the upcoming public hearings if he can't attend, and gave his email address so that staff could send him the concept plan and neighborhood meeting notes.

Kaspar Gantenbein
1919 E Linda Vista Drive
Flagstaff AZ 86004
Tel: 928-774-1559
e-mail: kasparg@aol.com

Flagstaff 11-17-2017

Flagstaff City Council
and
Flagstaff Planning and Zoning Commission.

Re: Re-zoning request for property at 3050N West Street.

Ladies and Gentlemen:

Before presenting my case let me give you a short description of myself, my education and my business experience. I was born in Switzerland where I studied architecture and city planning at one of Europe's top universities. In 1957 I joined the staff of one of the largest US developers in Phoenix AZ and worked there for 3 years. In 1960 I moved to Flagstaff and started my own business as a General Contractor, Developer and Real Estate Broker. During the period of 1961 to 1995 I developed multiple commercial projects in Arizona and New Mexico a couple of dozens of residential subdivisions. I stopped doing local projects in 1995 when the City started pushing development types (cottage housing) which in my opinion would not work in our area. Time has proven me right.

The reason I decided to get involved with this re-zoning request is as follows:
I live approx a quarter mile away from the property being re-zoned and some of my companies also own several commercial and residential properties within the same distance. Let me tell you why I think this re-zoning should be denied.

1. This request is a flagrant case of spot zoning. It is against all principles of proper zoning and in this case seems to have heavy political reasons. It could face legal challenges.

2. The parcel in question is at the west entrance of several subdivisions nestled at the foot of Mount Eden and should be preserved in its present forested condition.

3. I understand that the City is under time pressure to receive funds for low income housing. If this is the case why not use these funds to add more units to the already existing and properly zoned project at Izabel Street, situated approx 1/4mile south of the West street site. It is important to have on-site management in this type of projects. The Izabel street project.already has this. Having on-site management on a small project like the West Street project would not be feasible.

4. Fifty-five years of experience in developing properties make me disagree with 2 comments made by city staff during the 10-26-17 meeting.

a) Owning similar rental projects in this area has shown us that the number of parking spaces according to City code is not meeting actual demand and eventually leads to problems.

b) I disagree with the statement that the value of homes in subdivisions adjoining affordable housing projects will not decrease.

I hope you will be able to overlook political issues and make your decision according to good zoning principles.

Sincerely,

Kaspar Gantenbein

Alaxandra Pucciarelli

From: Kathy Jenkins <jenkins4flag@gmail.com>
Sent: Wednesday, November 29, 2017 4:09 PM
To: Alaxandra Pucciarelli
Subject: Re: FW: West Street rezoning

Hi Alexandra,

Thank you for sending the information on the West Street rezoning proposal. I also received information from Jennifer which was very helpful. I'm requesting that you pass this e-mail along to the P&Z Commission for their public hearing on November 30th. I was with the City of Flagstaff Planning Department for approximately 26 years before retiring a few years back. So here are my questions for staff and the commission regarding the affordable housing proposal.

1. When the office complex to the east of the subject property was approved and constructed, the City required access be taken from the Cedar Shopping Center and not through the City owned property. The zoning and corresponding land use designation for the City property at that time was public land/open space. There was also documentation that the City owned parcel was part of the Buffalo Park annexation after the original Buffalo Park dedication. I would like to know when the City property's current zoning and land use designation was changed. Along with the public notification process, and if the Buffalo Park boundaries were studied or modified.
2. Will on-street parking be permitted along the property frontage? Currently a designated bike lane is adjacent to the sidewalk.
3. I support staff's recommendation for applying resource. protection standards, but would suggest a specific percentage be noted instead of the greatest extent possible.
4. The property will be sold to a private developer, will there be requirements for property maintenance?
5. Has staff, commission or council considered an affordable housing project for the site that would include ownership? Similar to the townhouse units constructed in Sunnyside?
6. I was pleased that the preliminary concept plan placed parking to the rear of the structure and that the existing driveway would be utilized with no additional driveway cuts.
7. There have been some great looking small scale apartment projects built in the past few years and some that have missed the mark. I was pleased to read in the informative staff summary that the developer will conduct a neighborhood meeting when additional site plan information is available. After all the devil is in the details.

Thank you for the opportunity to comment. Please give me a call at 928-6073938.

Sincerely,
Reed Jenkins
1030 E. Appalachian Road
Flagstaff, AZ 86004

On Wed, Nov 29, 2017 at 9:51 AM, Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov> wrote:

Reed-

Attached please find the staff report for the West Street property. Feel free to email me any comments.

Thanks,

Alaxandra Pucciarelli

Planning Development Manager

Current Planning Program

211 W. Aspen Avenue

Flagstaff, AZ 86001

Phone: (928) 213-2640

Email: apucciarelli@flagstaffaz.gov

Alaxandra Pucciarelli

From: mikesouris@aol.com
Sent: Wednesday, November 29, 2017 11:50 AM
To: Jennifer Mikelson
Cc: Sarah Darr; Justyna Costa; Alaxandra Pucciarelli
Subject: Re: Public Hearing Schedule

Dear Jennifer,

Please consider this email our formal reply concerning the proposed hi density residential development proposed for the West Street location. Cedar West Capital, owners of the Cedar Safeway Shopping Center, opposes the project as described for the following reasons;

- The easement was designed to accommodate access for delivery trucks to the Cedar Hills Shopping Center and the office project located at 3100 N. West Street. It is not uncommon for delivery vehicles to park along the edges of the easement waiting in the q to park at the rear entrance of Safeway to offload.
- The subject parcel was zoned PLO-E and the owners of Cedar West along with the owners of the adjoining office complex were told it would never be developed.
- Cedar West is responsible for the maintenance and repair of the access and during snow season, snow is pushed to the outer edges of the easement to keep access possible.
- Access to the proposed project should come through curb cuts off of West Street.
- The project as proposed does not provide adequate parking, and Cedar West is concerned that future residents will park on Cedars property.
- Cedar West is concerned about safety issues that could arise due to the development of the subject parcel.

Sincerely,

Mike Souris
Cedar West Capital Investors, LLC.

-----Original Message-----
From: Jennifer Mikelson <JMikelson@flagstaffaz.gov>
To: Jennifer Mikelson <JMikelson@flagstaffaz.gov>
Cc: Sarah Darr <sdarr@flagstaffaz.gov>; Justyna Costa <jcosta@flagstaffaz.gov>; Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov>
Sent: Wed, Nov 22, 2017 8:42 am
Subject: Public Hearing Schedule

The public hearing process is underway for the rezoning of two city properties located at 1700 E. 6th Avenue and 3100 N. West Street. The properties are currently zoned Public Facility and the City is proposing to rezone both to Medium Density Residential. Anyone interested in attending will have the opportunity to speak publicly on the matter, or submit a comment card. All written comments received through November 20 have been included in packets for the Commissioners and Council to review ahead of their public hearings.

The successful proposer to the City's Scattered Site Affordable Housing RFP, Brinshore Development, will attend the Planning & Zoning Commission hearing on November 30th to present their ideas to the community and listen to issues raised at the hearing.

Schedule of upcoming public hearings

Meeting	Date	Time	Location
Planning & Zoning Commission	Thursday	4:00 PM	City Council Chambers

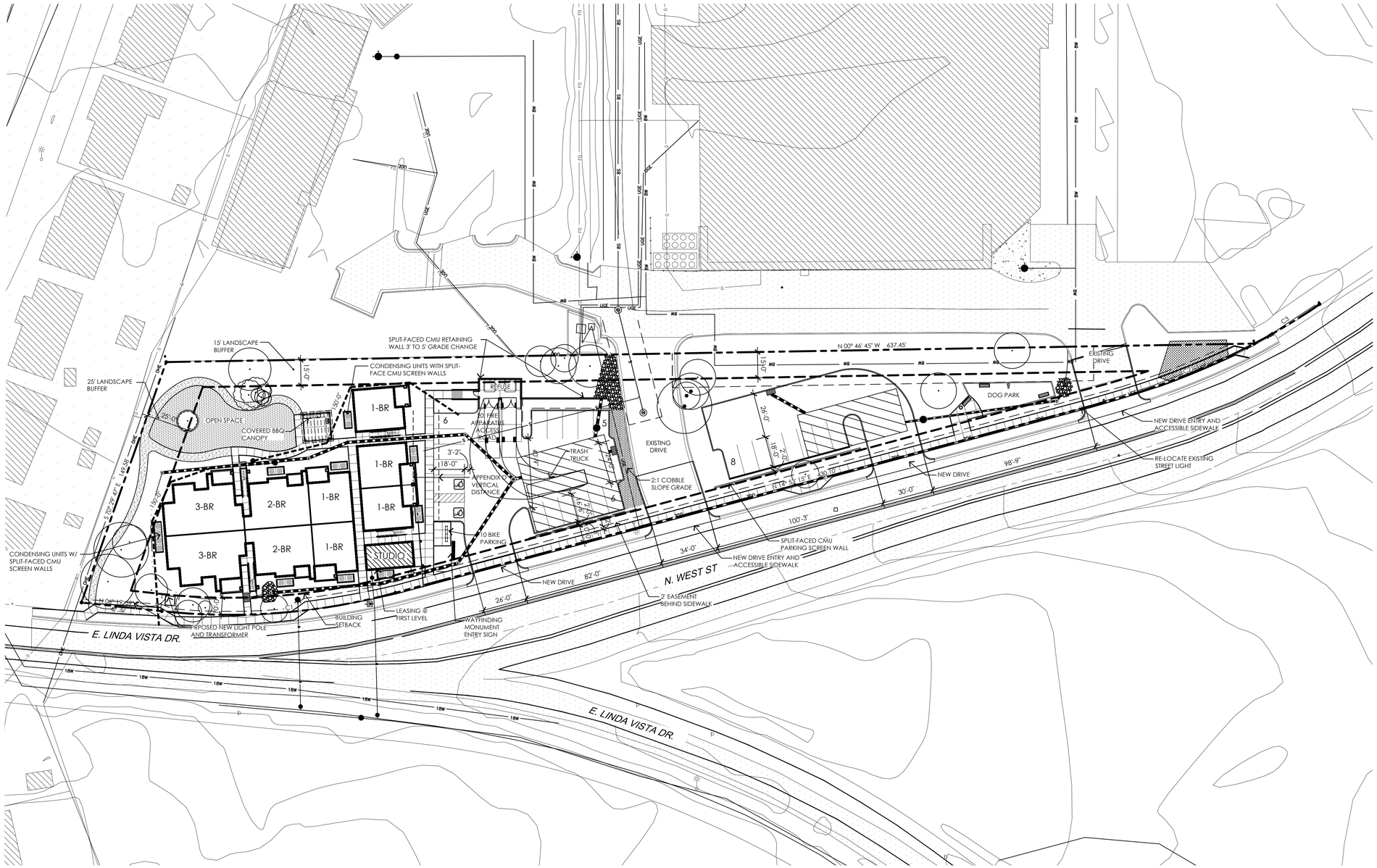
	November 30		211 W Aspen Avenue
City Council (1st public hearing)	Tuesday December 19	6:00 PM	City Council Chambers 211 W Aspen Avenue
City Council (2nd public hearing)	Tuesday January 2, 2018	6:00 PM	City Council Chambers 211 W Aspen Avenue

Additional Meeting Information

Agendas for each meeting are available on the Planning & Zoning Commission's webpage and City Council's webpage. Meeting information and additional application materials are posted to Facebook and the City's News & Announcements page. If you are unable to attend the meetings in person you can watch them here.

You received this email if you signed in at the neighborhood meetings held on October 23rd & 26th, or if you contacted City staff with a comment or question pertaining to the rezoning of City property.

Jennifer Mikelson
Housing Analyst | City of Flagstaff | 928.213.2744



3050 N. WEST ST.
SITE PLAN

0" 15' 30' 60'

SCALE: 1" = 30'-0"

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CORD BEARING	CORD LENGTH
C1	21° 05' 28"	375.01'	138.04'	N 04° 19' 37" W	137.27'
C2	12° 57' 44"	416.97'	94.33'	N 21° 11' 26" W	94.13'
C3	06° 07' 43"	416.97'	44.60'	N 31° 06' 20" W	44.58'

PROJECT DATA

PROJECT NAME & ADDRESS:
LONETREE COLLECTION (SITE #1)
3050 N WEST ST.
FLAGSTAFF, ARIZONA
APN: 109-02-001P

PROJECT DESCRIPTION:
A NEW 2-STORY RESIDENTIAL RENTAL APARTMENT DEVELOPMENT WITH LEASING OFFICE, OUTDOOR AMENITY SPACES AND SURFACE PARKING. PROJECT IS 100% AFFORDABLE HOUSING.

GENERAL ZONING ANALYSIS:

SITE AREA:
NET AREA: ±1.38 NET ACRES / 60,148 S.F.

ZONING:
EXISTING: MEDIUM DENSITY RESIDENTIAL (MR)

NOTE:
THE PROPERTY IS NOT WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY BUT MUST CONFORM TO RPO STANDARDS PER REZONING CONDITIONS

BUILDING GROSS AREA:
FIRST FLOOR: 9,730 G.S.F.
SECOND FLOOR: 9,476 G.S.F.
TOTAL: 19,206 G.S.F.

CONSTRUCTION TYPE:
PROPOSED: TYPE V-A
GROUP R-2 (3 STORIES/12,000 ALLOWED)

SECTION 506.3 AUTOMATIC SPRINKLER SYSTEM
INCREASE (NFPA 13) 12,000 X 3 = 36,000 S.F. ALLOWED

BUILDING HEIGHT:
MAX ALLOWED: 35' + (5' ROOF PITCH >6:12) = 40'
PROPOSED: (ROOF PITCH 6.25':12) 40' (2 STORIES)

UNIT MIX:

STUDIO	1 D.U.	(5%)
1 BEDROOM	10 D.U.	(53%)
2 BEDROOM	4 D.U.	(21%)
3 BEDROOM	4 D.U.	(21%)
TOTAL	**19 D.U.**	**(100%)**

DENSITY REQUIRMENTS:
MIN. 6 - MAX. 14
1.38 ACRES X 14 MAX. UNITS PER ACRE = 19.32 UNITS

REQUIRED PARKING:

1 STUDIO:	1.0 P.S./D.U. x 1 D.U.	= 1 P.S.
1 BEDROOM	1.0 P.S./D.U. x 10 D.U.	= 10 P.S.
2 BEDROOM	1.5 P.S./D.U. x 4 D.U.	= 6 P.S.
3 BEDROOM	1.5 P.S./D.U. x 4 D.U.	=6 P.S.
GUEST (0.25 PER 2 /3 BD.)	0.25 x (4+4)	= 2 P.S.
TOTAL		25 P.S. (1.32 P.S./D.U.)

ACCESSIBLE PARKING REQUIRED:
TABLE 10-50.80.080.B 2 P.S.

PROVIDED PARKING:
TOTAL SURFACE: 25 P.S.
(ACCESS. PROVIDED: 2 P.S.) **(±1.32 P.S./D.U.)**

BICYCLE PARKING REQUIRED:
5% x 25 PARKING SPACES = 1.25 2 BIKE SPACES

BICYCLE PARKING PROVIDED: 10 BIKE SPACES

PARKING STANDARDS:
PARKING SPACE: 9'-0" X 18'-0"
PARKING SPACE: (w/ 1.5' OVERHANG) 9'-0" X 16'-6"
DRIVE AISLE: 24'-0"
DRIVE AISLE (APPENDIX D SECTION D105) 26'-0"

SITE COVERAGE:
ALLOWED SITE COVERAGE: 40% MAX.
PROPOSED 9,647 / 60,148 N.S.F. S.F. = 16.0%

REQUIRED OPEN SPACE:
15% OF NET SITE AREA:
60,148 N.S.F. x 15% = 9,022 SF

PROVIDED OPEN SPACE:
PROVIDED: 22,370 S.F

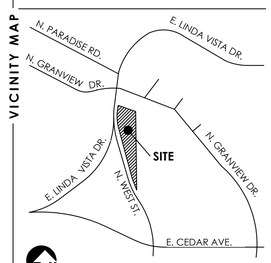
BUILDING SETBACKS:

	REQUIRED	PROVIDED
FRONT: (N. WEST ST.)	10'	10'
SIDE:	5'	25'
REAR	15'	15'

ASSUMPTIONS:
1. THE PROPERTY IS SHOWN FOR REFERENCE AND PLANNING PURPOSE ONLY. THE COMPLETENESS OF THE INFORMATION NEEDS TO BE VERIFIED BY OTHERS.
2. ASSUMES THE MULTI-FAMILY DEVELOPMENT WILL NOT BE A GATED COMMUNITY.
3. ASSUMES THE SITE'S RETENTION WILL USE SURFACE AND/OR UNDERGROUND BASINS.
4. ASSUMED THE EXISTING CURB CUTS CAN BE MODIFIED.

THE FLAGSTAFF CITY COUNCIL HAS ADOPTED THE FOLLOWING BUILDING CODES WITH AMENDMENTS:
2012 INTERNATIONAL BUILDING CODE
2012 INTERNATIONAL PLUMBING CODE
2012 INTERNATIONAL FUEL GAS CODE
2012 INTERNATIONAL EXISTING BUILDING CODE
2011 NATIONAL ELECTRICAL CODE
1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS
2012 INTERNATIONAL RESIDENTIAL CODE
2012 INTERNATIONAL MECHANICAL CODE
2009 INTERNATIONAL ENERGY CONSERVATION CODE
1997 UNIFORM ADMINISTRATIVE CODE
1997 UNIFORM HOUSE CODE
2009 ICC A117-1 ACCESSIBLE & USABLE BUILDINGS

VICINITY MAP



PROJECT

NO. 17-2030-00

LONETREE COLLECTION

3050 N. West Ste.
Flagstaff, Arizona

CLIENT

BRINSHORE DEVELOPMENT
666 Dundee Road, Ste. 1102
Northbrook, IL 60062
847-562-9400 p
847-562-9401 f

SEAL

REGISTERED ARCHITECT
CERTIFICATE NO.
13467
GARY D. TODD
3-21-19
Date Signed / Not Valid Unless Signed
ARIZONA, U.S.A.

CONTACT

TODD & ASSOCIATES, INC.
Critical Thinking • Creative Design
Architecture Planning
Landscape Architecture
4019 North 44th Street
Phoenix, AZ 85018
602-952-8280p 602-952-8995f
www.toddassoc.com

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DATA

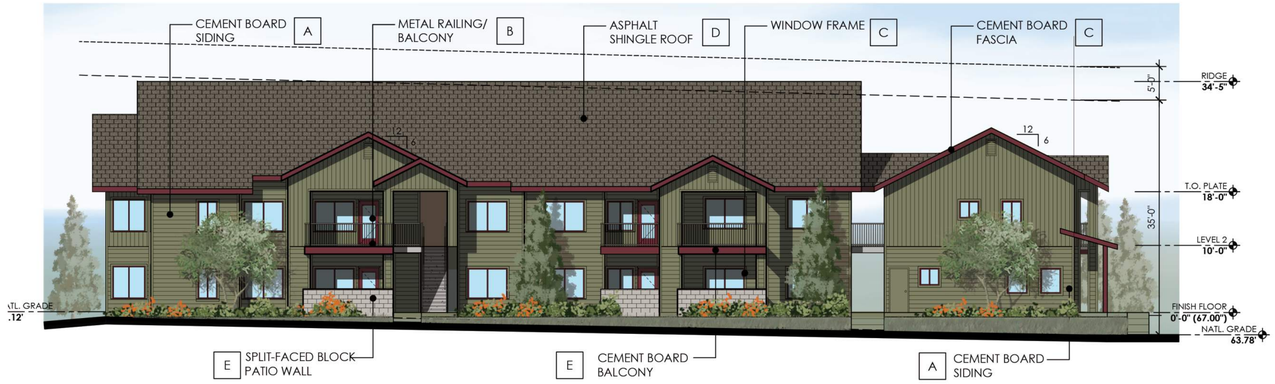
DATE
3-21-19

Proj Mgr.RM
Dwn By: RM

2ND SITE PLAN SUBMITTAL

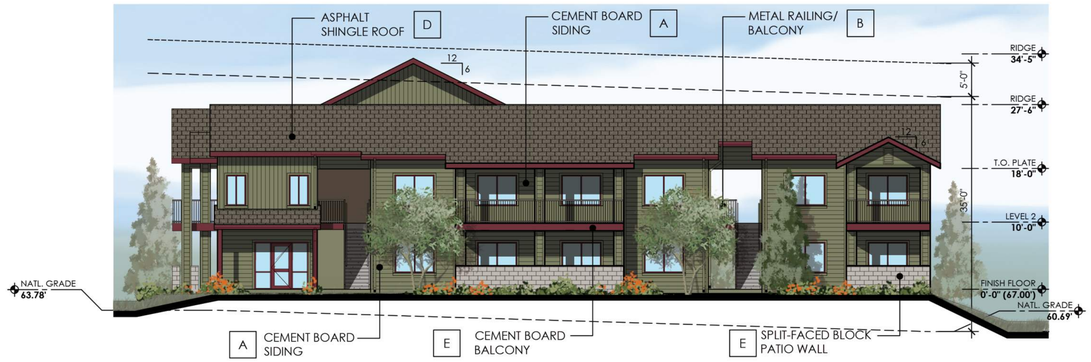
SITE PLAN

A1.1



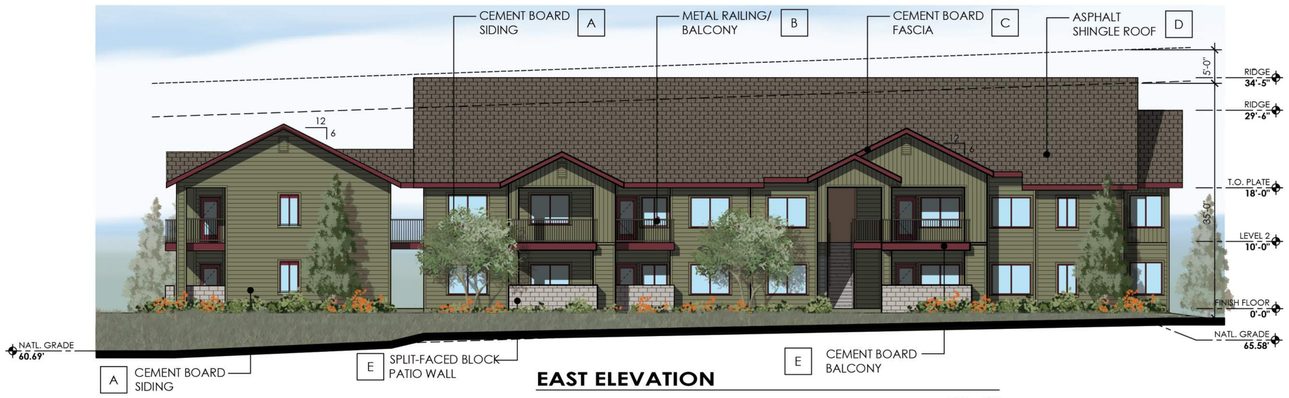
WEST ELEVATION - N. WEST STREET

3/32" = 1'-0"



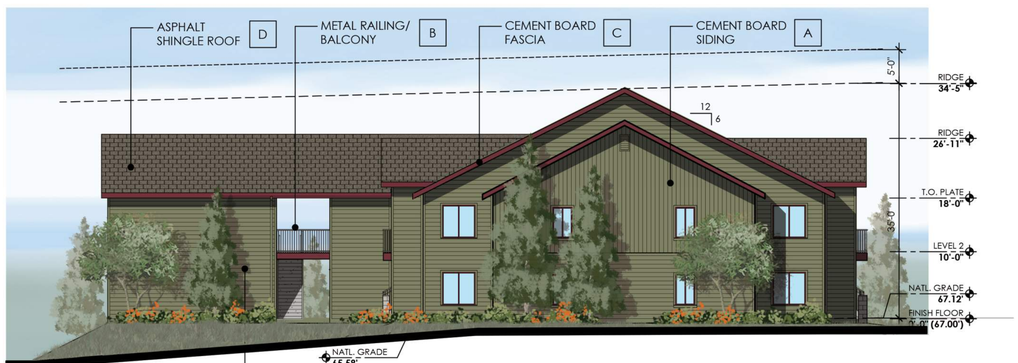
SOUTH ELEVATION

3/32" = 1'-0"



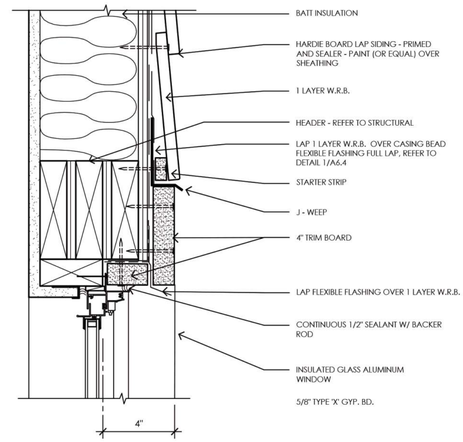
EAST ELEVATION

3/32" = 1'-0"



NORTH ELEVATION

3/32" = 1'-0"



1 RECESSED WINDOW HEAD DETAIL

ARCHITECTURAL DESIGN STANDARDS - DIVISION 10-50.20.030 J — SCALE: 3" = 1'-0"

NOTE:
HORIZONTAL CEMENT BOARD SIDING TO BE JAMESHARDIE "HARDIE PLANK" 7.25" LAP SIDING.

VERTICAL CEMENT BOARD SIDING TO BE JAMESHARDIE "HARDIE PANEL" SELECT CEDARMILL VERTICAL SIDING W/ HARDIE TRIM BATTEN BOARDS

HARDIE ZONE SYSTEM TO BE ZONE "HZ5" SUBSTRATE DESIGN PER JAMES HARDIE MANUFACTURER SPECIFICATIONS OR APPROVED EQUAL

LEGEND

	A	COLOR :SW6097 "ARTICHOKE" MFR: SHERWIN-WILLIAMS LRV-21%
	B	COLOR :SW 7068 "GRIZZLE GRAY" MFR: SHERWIN-WILLIAMS
	C	COLOR :SW 7578 "BORSCHT" MFR: SHERWIN-WILLIAMS LRV-6%
	D	ASPHALT SHINGLES
	E	SPLIT FACED CMU - GREY

PROJECT

NO. 17-2030-00

LONETREE COLLECTION

3050 N. West St.
Flagstaff, Arizona

CLIENT

BRINSHORE DEVELOPMENT
666 Dundee Road, Ste. 1102
Northbrook, IL 60062
847-562-9400 p
847-562-9401 f

SEAL

REGISTERED ARCHITECT
CERTIFICATE NO.
13467
GARY D. TODD
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DATA

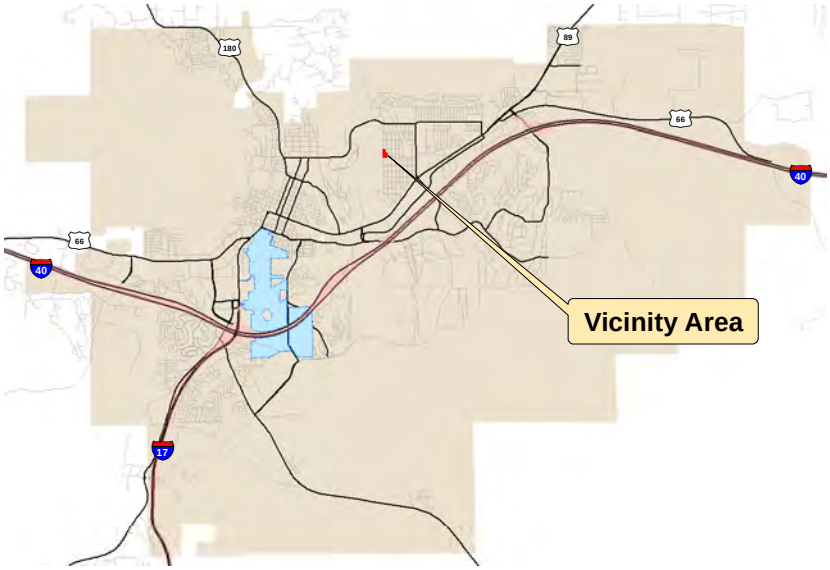
DATE
3-21-19

Proj Mgr.
Dwn By:

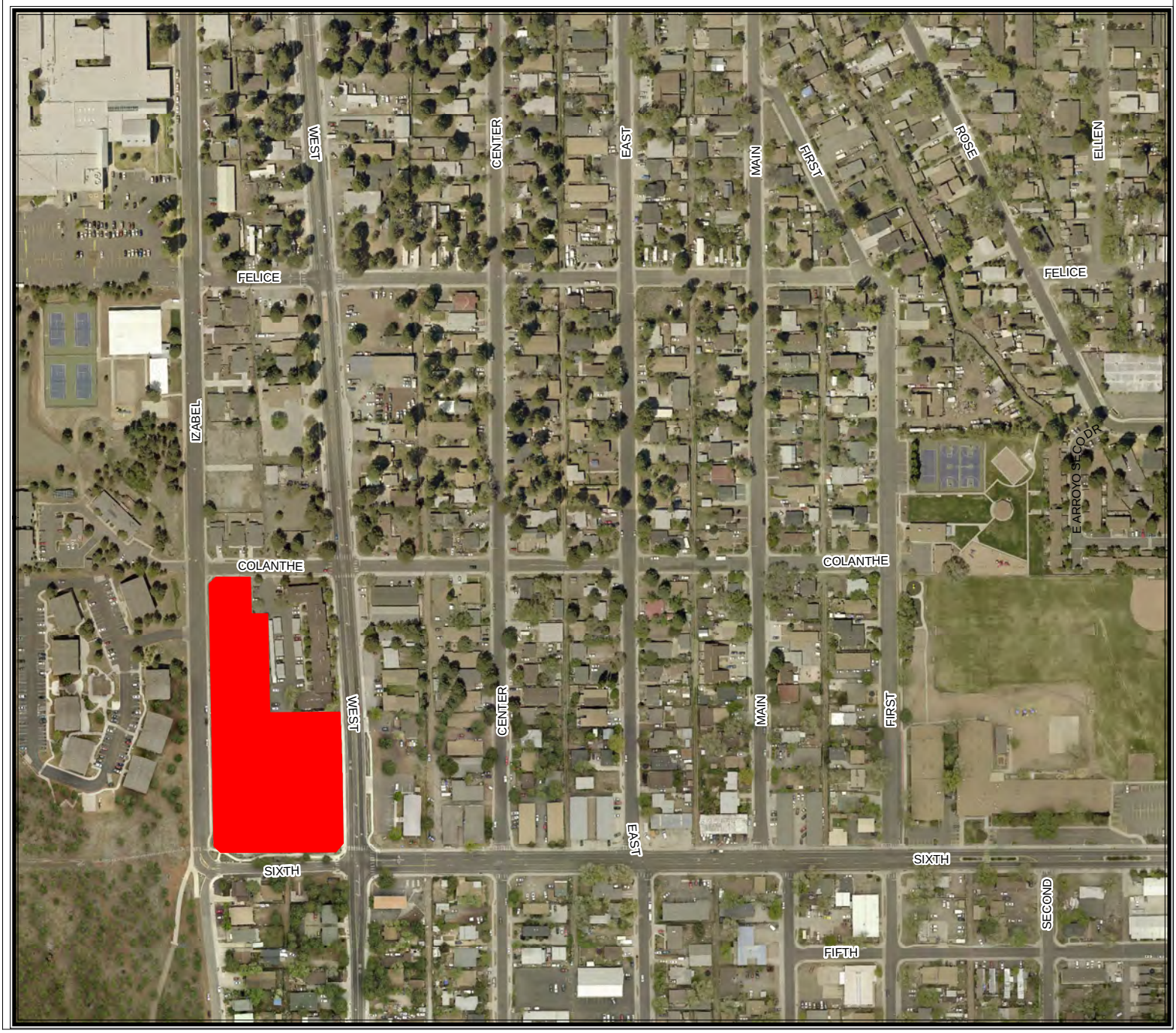
2ND SITE PLAN SUBMITTAL

BUILDING TYPE 1 ELEVATIONS

A3.1.1



1700 E. 6th Ave
APN#109-11-151C



PLANNING AND DEVELOPMENT SERVICES REPORT
ZONING MAP AMENDMENT

PUBLIC HEARING	**DATE: November 14, 2017**
PZ-17-00195	**MEETING DATE: November 30, 2017**
	REPORT BY: Alaxandra Pucciarelli

REQUEST

A Concept Zoning Map Amendment request from the City of Flagstaff Housing Section, on behalf of the property owner, the City of Flagstaff, to rezone approximately 0.86 acres located at 1700 E Sixth Avenue from the Public Facility (PF) zone to the Medium Density Residential (MR) zone.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the Concept Zoning Map Amendment to the City Council with a recommendation for approval with conditions.

PRESENT LAND USE:

The site consists of vacant land and the Izabel Street Community Garden on 0.86 acres.

PROPOSED LAND USE:

Future development is expected to consist of affordable multi-family residential development. The buildings shown on the concept plan are one and two-story buildings with units consisting of studios, one, and two-bedrooms. The existing community garden will either be preserved or relocated elsewhere on site and used as part of the required open space.

NEIGHBORHOOD DEVELOPMENT:

North: City-owned Izabel Homes, Medium Density Residential (MR) zone
East: Pineview Village Condominiums, High Density Residential (HR) zone
South: "The Basin" Freestyle BMX Facility; Public Facility (PF) zone
West: Mountainside Village Apartments, High Density Residential (HR) zone

REQUIRED FINDINGS:

STAFF REVIEW. An application for a Concept 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 Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall set forth whether the Zoning Map Amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied; shall include an evaluation of the consistency and conformance of the proposed amendment with the goals of the General Plan and any applicable specific plans; and, a recommendation on the amendment based on the standards of the zones set forth in Section 10-40.20 "Establishment of Zones" of the Zoning Code (Page 40.20-1).

FINDINGS FOR REVIEWING PROPOSED AMENDMENTS. All proposed amendments shall be evaluated as to whether the application is consistent with and conforms to the goals of the General Plan and any applicable specific plans; and 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.

STAFF REVIEW:

Introduction/Background

On September 12, 2017, the City of Flagstaff Housing staff received direction from City Council to pursue the concept zoning map amendment process for two city-owned parcels. This request for a concept rezoning is the first of the two parcels on the Commission's agenda; the first is the site located at 1700 E Sixth Avenue, the second a site located at 3050 N West Street. The Applicant, the City of Flagstaff Housing Section, on behalf of the property owner, the City of Flagstaff, is requesting a concept zoning map amendment to rezone approximately 0.86 acres from the Public Facility (PF) zone to the Medium Density Residential (MR) zone while maintaining the existing Resource Protection Overlay (RPO), for the purpose of developing affordable multi-family residential development.

If the property is rezoned, the Housing Section will pursue a process by which an affordable multifamily residential project is delivered by a successful respondent to a Request for Proposals (RFP). The Housing Section put out an RFP for a Scattered Site Affordable Housing development on August 14, 2017. It is anticipated that the successful respondent to the RFP will begin their site planning process as City staff takes the concept rezoning cases through the public hearing process. City staff will require that as part of the developer's site plan application, a neighborhood meeting will be required. The site plan application will also be required to be approved by the City Council. This will allow the community an opportunity to review the proposed building design, exterior building elevations, parking layout, outdoor lighting, and site landscaping prior to approval. These elements are not required to be part of the concept rezoning process.

Proposed Development Concept Plans

Proposed development on the subject property includes two apartment buildings, required parking, landscaping, and incorporation of the existing community garden. The site is relatively flat, with the only major development constraint being the floodplain in the southwestern corner of the site. This area is currently used for the community garden, and is proposed to be used as additional landscaped open space area. The concept plan consists of two apartment buildings with eleven units. A one story building is shown at the corner of Colanthe and Izabel, and a separate two-story building is located along the east side of the property.

General Plan – Flagstaff Regional Plan (FRP 2030)

Amending the Zoning Map from Public Facility (PF) to Medium Density Residential (MR) at this location conforms to the Regional Plan's Future Growth Illustration. The subject parcel is located within the Sunnyside neighborhood, an area largely covered by the 'suburban' area type. The Regional Plan's table of suburban neighborhood characteristics identifies a residential density range of 2-10 units per acre. The table indicates a preference for low to medium densities in suburban neighborhoods. The subject parcel is in close proximity to other multi-family apartments, duplexes, and townhomes. Nearby zoning is diverse for a suburban neighborhood, and includes High Density Residential, Community Commercial, and Medium Density Residential.

The proposed rezoning of City owned property to allow for the construction of affordable housing units supports several Regional Plan goals and policies, listed in the attached Project Narrative. The Sixth Avenue parcel is located within the Urban Growth Boundary and is serviceable with existing utility and transportation infrastructure. Sunnyside is an established neighborhood with connectivity to employment and services located along both the Fourth Street and Cedar Avenue corridors. The proposed housing units will be within walking distance of several bus routes, two FUTS paths, and

will have access to existing bike paths and sidewalks. The intended multi-family development would maximize unit count on a relatively small lot. Once built, the bulk and mass of the building would resemble those of nearby structures.

Zoning – City of Flagstaff Zoning Code

If the Zoning Map Amendment request is approved, approximately 0.86 acres will be rezoned to the Medium Density Residential (MR) zone. The proposed residential development, as shown on the concept plan, is considered a permitted use in the MR zone. Based on the Flagstaff Zoning Code (Sections 10-40.30.030 and 10-40.30.060) various residential uses are allowed as indicated in the following table.

Comparative Examples of Allowed Residential Uses	
Existing PF Zone	**Proposed MR Zone**
Congregate Care Facilities – P Employee Housing – P Institutional Residential - UP Homeless Shelters Nursing Homes	Congregate Care Facilities – P Home Daycare – P Duplex – P Multi-Family Dwelling – P Planned Residential Development – P Institutional Residential - UP Homeless Shelters Nursing Homes

P Permitted Use UP Conditional Use Permit Required

Site Planning Standards. In accordance with Section 10-30.60.030 of the Zoning Code (page 30.60-2), the applicant conducted a site analysis, a copy of which is attached to this report, 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 have been used to inform the proposed concept plan.

Resource Protection. 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). A portion of the site has the Urban Floodplain designation and must meet the City's Stormwater Regulations. There are no steep slopes on the site, nor are there any native trees. No impact to resources is anticipated.

Open Space. The Zoning Code requires residential developments in the MR zone to provide a minimum of 15% of the total site as open space. This space may include active and passive recreation uses, landscape areas, and community gardens. Based on the 0.86 acre site area, a minimum of 5,619 square feet of open space is required.

Building Form and Architectural Design Standards. "Scale" refers to similar or harmonious proportions, overall height, and width, the visual intensity of the development, and the building massing. The proposed development consists of structures similar in scale to other buildings in the neighborhood. Architectural design standards will be reviewed at the time of site plan approval. The developer will be required to hold an additional neighborhood meeting, and receive City Council approval at that stage of the design process.

Comparative Building Height and Density			
	Existing PF Zone	**Proposed MR Zone**	**Proposed MR Zone with Affordability Bonus**
Building Height	60 feet	35 feet	15% bonus, 40 feet
Density	Gross FAR 0.40	Min. 6 dwelling units per acre 0.86 acres X 6 units = 5 units Max. 9 dwelling units per acre (within RPO) 0.86 acres X 9 units = 8 units	45% bonus 0.86 acres X 9 units X 45% = 3 additional units Max. 11 total units

Parking Lots, Driveways, and Service Areas. The concept plan provided with this application shows a parking area which conforms to the site planning standards within the Zoning Code. The parking area is screened internal to the project and not located adjacent to the right-of-ways. The number of parking spaces shown meets the Zoning Code requirements for Affordable Housing based on units and number of bedrooms. The plans do not provide the dimensions of maneuvering areas and spaces. Staff will ensure 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 review of a more detailed site plan submittal.

Comparative Parking Standards		
	Market Rate Dwelling Units	**Affordable Dwelling Units**
Studio 1 Bedroom 2-3 Bedroom Guest Spaces	1.25 Spaces 1.5 Spaces 2.0 Spaces 0.25 per 2+ bedroom unit	1.0 Spaces 1.0 Spaces 1.5 Spaces 0.25 per 2+ bedroom unit

Landscaping. Landscaping plans are not required in conjunction with a Concept Zoning Map Amendment. The applicant will be required to provide plans that meet the requirements of buffer landscaping, parking lot landscaping, and building foundation landscaping found in Section 10-50.60 of the Zoning Code (page 50.60-1). Affordable housing developments may qualify for a reduction in required landscaping of up to 10 percent. A final landscape plan will be reviewed at the time of site plan submittal.

Outdoor Lighting. The subject property is located within Lighting Zone 3 due to the distance from astronomical observatories in the area. Proposed exterior lighting information is not required as part of a Concept Zoning Map Amendment. The applicant will be required to provide plans that meet the requirements of the Outdoor Lighting Standards found in Section 10-50.70 of the Zoning Code (page 50.70-1). Lighting plans will be reviewed at the time of site plan submittal.

PUBLIC SYSTEMS IMPACT ANALYSIS:

Traffic and Access

Per the attached Transportation Statement, the Sixth Avenue project is anticipated to add approximately seven trips during the peak hour. Since this is less than the minimum 100 trips, this project does not require a Transportation Impact Analysis (TIA). In addition, since Izabel is classified as a residential local roadway, this project does not warrant new turn lanes.

Water and Wastewater

The Water Services Division reviewed the proposed development and determined that there will be no significant impact to either water or sewer infrastructure off-site as a result of this project. Results of the computer analysis show the fire flow plus maximum day demands analysis for each hydrant in the vicinity of the proposed development are acceptable for residential housing. The computer analysis for the development reveals that flow rates and pressures can be provided with the existing infrastructure. The results imply that the system satisfies the City's criteria for fire flow and domestic demands of the proposed development. The Water Services Division will not require any off-site improvements based on either anticipated water use or sewer discharge from this development.

Stormwater

A Drainage Impact Analysis (DIA) evaluating the impacts of the proposed development on the existing storm drain system downstream of the site will be provided as part of the Site Plan Submittal. In lieu of the DIA, the pre-development versus post-development runoff volume difference for the 100-year storm event can be retained on-site. The Concept plan indicates a possible area for Low Impact Development (LID) and/or on-site detention.

OTHER REQUIREMENTS:

Citizen Participation

Public hearings before the Planning and Zoning Commission and City Council will be conducted in conjunction with the request for Concept Rezoning. In accordance with State statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting a notice on the property, and mailing a notice to all property owners within 600 feet of the site.

All property owners within 600-feet of this site were notified via mail of the Concept Zoning Map Amendment and asked to attend a neighborhood meeting on October 23, 2017. Approximately five people from the public attended the neighborhood meeting. The primary concern raised was the amount of parking. City staff stated that the parking concerns would be relayed to the developer, and would be reviewed when they submit for Site Plan review.

DISCUSSION:

The Concept Rezoning of the parcel located at 1700 East Sixth Avenue from Public Facility (PF) to Medium Density Residential (MR) meets the intent of the Regional Plan goals and policies. It is anticipated that 40-60 affordable residential units will be constructed as a result of this scattered site affordable housing project. This site will contain a maximum of 11 units. The rentals will be affordable to those at or below 80% of the area median income (AMI), which the local housing market is not currently offering. The City of Flagstaff Housing staff have requested the prioritization of studio and one bedroom units, another void in our community that staff hopes to alleviate with projects such as this.

RECOMMENDATION:

Staff believes that the proposed Concept Zoning Map Amendment has been justified and would recommend in favor of amending the Zoning Map for approximately 0.86 acres to the Medium Density Residential (MR) zone, with the following conditions:

1. The selected developer must hold an additional neighborhood meeting prior to applying for Site Plan review.
2. The Site Plan approved by IDS must also be approved by City Council.

ATTACHMENTS

- Concept Zoning Map Amendment Application
  - Project Narrative
  - Transportation Statement
  - Vicinity Map
  - Context Analysis Map
  - Proposed Building Types
  - Concept Plan
  - Site Analysis Plan
  - Citizen Participation Report
- Public Hearing Legal Advertisements

Citizen Participation Report
for 1700 E 6th Avenue

Scattered Site Affordable Housing
Concept Rezoning

Prepared by

City of Flagstaff Housing Section

Submitted November 8, 2017

NEIGHBORHOOD MEETING CERTIFICATION

I, Jennifer Mikelson, the authorized representative of CoF Housing, do hereby attest that the neighborhood meeting for Project No. PZ-17-00195 was noticed and conducted in compliance with Section 10-20.30.060 of the City of Flagstaff Zoning Code, including the following:

- ☑ A Citizen Participation Plan, prepared in accordance with Section 10-20.30.030.C of the City of Flagstaff Zoning Code, was submitted to the City of Flagstaff on 10/4/17 and accepted by the City of Flagstaff on 10/5/17.
- ☑ A list of property owners within 600' feet of the subject properties boundaries was prepared and submitted to the City of Flagstaff as part of the Citizen Participation Plan.
- ☑ Notices of the neighborhood meeting were sent via first class mail on 10/5/17 to all property owners within 600 feet of the subject properties boundaries, to all tenants residing on the subject property, to all Home Owners Associations (HOAs) within 1,000 feet of the subject property, and all persons or groups whose names are listed on the Registry of Persons and Groups.
- ☑ A total of 1 neighborhood meeting notification sign(s) were installed on 10/10/17 at the following location(s):
  - 1700 E 6th Avenue (empty lot above BMX park)
  - _____
  - _____
- ☐ A written summary of the meetings, known as a Citizen Participation Report, was submitted to the City of Flagstaff on 11/8/17.
- ☐ Copies of the Citizen Participation Report were sent via ~~first class mail~~ email on 11/2/17 to all person who recorded their names on the neighborhood meeting sign-in sheet.

Authorized Representative of the Applicant

Jennifer Mikelson

Signature:

Jennifer Mikelson

City of Flagstaff

October 6, 2017

Dear Neighbor,

The purpose of this letter is to inform you that the City of Flagstaff's Housing Section proposes to file for a Concept Zoning Map Amendment for the undeveloped land directly above the existing BMX Track located at 1700 E 6th Avenue. The intent of the application is to change the existing Public Facilities zoning to the Medium Density Residential zone for an affordable housing project.

To provide interested neighbors an opportunity to review the proposal and to ask questions of staff, a neighborhood meeting will take place **at 5:30 PM on October 23, 2017 in the dance room at the Hal Jensen Community Center**, located at 2403 N Izabel Street, Flagstaff, AZ 86004.

If you are unable to attend or have any questions, staff is happy to discuss the application with you at any time. You may contact Jennifer Mikelson, Housing Analyst at jmikelson@flagstaffaz.gov or (928) 213-2744.

Because you are a property owner within the vicinity of this request, you will be receiving formal notification of the public hearing dates for this application directly from the Community Development Department in the near future. Thank you for your attention to this letter.

Sincerely,

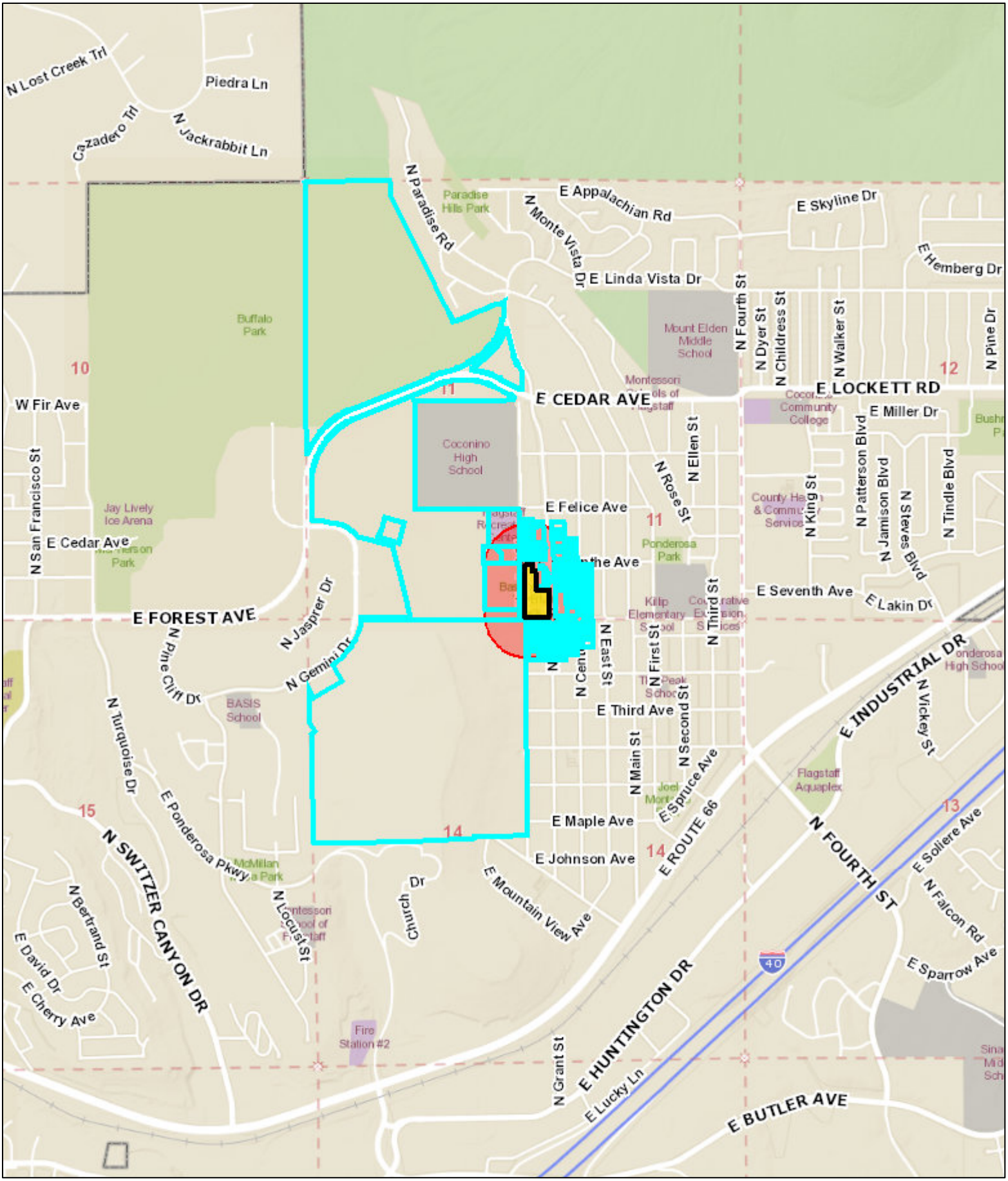
Jennifer Mikelson
Housing Analyst

APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	SITUS STA	SITUS ZIPC	OWNER ADDRESS	OWNER CITY	OWNER ST	OWNER ZIPCOD
10702134	LANDAVAZO DAVID & BARBARA	2204 N WEST ST	FLAGSTAFF	AZ	86004	8100 FAWN RUN	FLAGSTAFF	AZ	86004
10702133	JOHNSON JAMES R & GAIL E	2206 N WEST ST	FLAGSTAFF	AZ	86004	5500 OAK RANCH RD	FLAGSTAFF	AZ	86004
10702145	SHANTZ GENE & RENATE CPWROS	2201 N WEST ST	FLAGSTAFF	AZ	86004	2700 WOODLANDS VILLAGE BLVD 300-253	FLAGSTAFF	AZ	86001
10702146A	FLORES CECILIA	2205 N WEST ST	FLAGSTAFF	AZ	86004	2205 N WEST STREET	FLAGSTAFF	AZ	86001
10702148	PAHLER MULTI-FAMILY ONE LLC	2213 N WEST ST	FLAGSTAFF	AZ	86004	PO BOX 22486	FLAGSTAFF	AZ	86002
10702150A	ANIX31 2017 EAT LLC	2221 N WEST ST	FLAGSTAFF	AZ	86004	689 E ACORN LANE	FLAGSTAFF	AZ	86001
10702144	PENNIE AND KLEINER GREG FAMILY TRUST DTD 3-11-10	2119 N WEST ST	FLAGSTAFF	AZ	86004	2206 N TWISTED LIMB WAY	FLAGSTAFF	AZ	86004
10702147	MEAD STEPHEN P & JENNIFER R	2209 N WEST ST	FLAGSTAFF	AZ	86004	1500 N AZTEC ST	FLAGSTAFF	AZ	86001
10702149	PAHLER MULTI-FAMILY ONE LLC	2217 N WEST ST	FLAGSTAFF	AZ	86004	PO BOX 22486	FLAGSTAFF	AZ	86002
10702151	PIERCE DOUGLAS & VALERIE CPWROS	1707 E SIXTH AVE	FLAGSTAFF	AZ	86004	2220 N IZABEL ST	FLAGSTAFF	AZ	86004
10911131A	WEST STREET PROPERTIES LLC	2608 N WEST ST	FLAGSTAFF	AZ	86004	PO BOX 23619	FLAGSTAFF	AZ	86002
10911133	WEST STREET PROPERTIES LLC	2608 N	FLAGSTAFF	AZ	86004	PO BOX 23619	FLAGSTAFF	AZ	86002
10911134	SALAZAR MIGUEL M & MARIA S	2520 N WEST ST	FLAGSTAFF	AZ	86004	2520 N WEST ST NO 2	FLAGSTAFF	AZ	86004
10702142A	ADAMS RICHARD C & MYRA JANE REVOCABLE ; LIVING TRUST DTD 2-4-08	2115 N WEST ST	FLAGSTAFF	AZ	86004	322 CANHAM RD	SCOTTS VALLEY	CA	95066
10702143	ODEGAARD VAN A	2117 N WEST ST	FLAGSTAFF	AZ	86004	PO BOX 2984	FLAGSTAFF	AZ	86003
10917008	MASON DARIA	2401 N WEST ST #107	FLAGSTAFF	AZ	86004	PO BOX 864	PINE	AZ	85544
10702137	EATON KEITH A DECEDENT'S TRUST CREATED U/D/T 6-16-95	2114 N WEST ST	FLAGSTAFF	AZ	86004	3317 N MONTE VISTA DR	FLAGSTAFF	AZ	86004
10702135	COLLINS CEJR & MR REVOCABLE LIVING TRUST	2200 N WEST ST	FLAGSTAFF	AZ	86004	11715 N HOMESTEAD LN	FLAGSTAFF	AZ	86004
10702136	EATON KEITH A DECEDENT'S TRUST CREATED U/D/T 6-16-95	2116 N WEST ST	FLAGSTAFF	AZ	86004	3317 N MONTE VISTA DR	FLAGSTAFF	AZ	86004
10911118	LIPTON JOSH	2505 N CENTER ST	FLAGSTAFF	AZ	86004	120 E PHOENIX AVE	FLAGSTAFF	AZ	86001
10911117	HANSON KELLY & LIBERTY A	2503 N CENTER ST	FLAGSTAFF	AZ	86004	1805 W HEAVENLY COURT	FLAGSTAFF	AZ	86001
10911119	LASHER JAMES N & PAMELA E	2519 N CENTER ST	FLAGSTAFF	AZ	86004	2057 W CAMBRIDGE AVE	PHOENIX	AZ	85009
10702172	MONTOYA BENNY & BLANCHE JT	2208 N CENTER ST	FLAGSTAFF	AZ	86004	2208 N CENTER	FLAGSTAFF	AZ	86004
10702173	NORTHERN ARIZONA CHURCH OF CHRIST INC	2202 N	FLAGSTAFF	AZ	86004	PO BOX 3556	FLAGSTAFF	AZ	86003
10702170A	NICHOLS JABARAH L	1905 E SIXTH AVE	FLAGSTAFF	AZ	86004	1905 E SIXTH AVE	FLAGSTAFF	AZ	86004
10917003	NOVACK MARGRIT & ALAN TRUST DTD 4-8-09	2401 N WEST ST #102	FLAGSTAFF	AZ	86004	1626 N PRAIRIE WAY	FLAGSTAFF	AZ	86004
10917005	ALLAR HOLLY L	2401 N WEST ST #104	FLAGSTAFF	AZ	86004	2401 N WEST ST NO 104	FLAGSTAFF	AZ	86004
10917007	FUNK JACQUELINE	2401 N WEST ST #106	FLAGSTAFF	AZ	86004	2401 N WEST ST NO 106	FLAGSTAFF	AZ	86004
10917002	GUERRA JOSEPHE E & NELLY J	2401 N WEST ST #101	FLAGSTAFF	AZ	86004	7213 W SOPHIE LANE	LAVEEN	AZ	85339
10917004	SHANKER MATTHEW & LEAH	2401 N WEST ST #103	FLAGSTAFF	AZ	86004	2121 6TH AVE N2005	SEATTLE	WA	98121
10917006	GABBITAS ISAAC W & AMANDA K	2401 N WEST ST #105	FLAGSTAFF	AZ	86004	2401 N WEST ST NO 105	FLAGSTAFF	AZ	86004
10911090	VAGEN LIVING TRUST DTD 7/12/16	2408 N WEST ST	FLAGSTAFF	AZ	86004	PO BOX 1176	FLAGSTAFF	AZ	86002
10911120	ORAVITS INVESTMENT GROUP LLC	2521 N CENTER ST	FLAGSTAFF	AZ	86004	2532 N 4TH ST PMB 118	FLAGSTAFF	AZ	86004
10911116	STEFAN RYAN P & MICHELLE L	2501 N CENTER ST	FLAGSTAFF	AZ	86004	9148 W HASHKNIFE TRL	FLAGSTAFF	AZ	86001
10702155	CAMPOS EDUARDO G & DARLENE M TRUSTEES ; CAMPOS FMLY TR U/A/D 7/1/02	2128 N IZABEL ST	FLAGSTAFF	AZ	86004	4540 S KATHY RD	FLAGSTAFF	AZ	86001
10702154	SOPER TREVOR R & ANNE M	2208 N IZABEL ST	FLAGSTAFF	AZ	86004	2208 N IZABEL ST NO 2	FLAGSTAFF	AZ	86004
10702152C	BAIN GEORGE W	2210 N IZABEL ST	FLAGSTAFF	AZ	86004	145 E ASTRO LANE	FLAGSTAFF	AZ	86001
10702156	LIPPMAN ARROYO S	2124 N IZABEL ST	FLAGSTAFF	AZ	86004	2124 N IZABEL ST	FLAGSTAFF	AZ	86004

APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	SITUS STA	SITUS ZIPC	OWNER ADDRESS	OWNER CITY	OWNER ST	OWNER ZIPCOD
10702152B	WELCH LUCILLE C TRUSTEE	2214 N IZABEL ST	FLAGSTAFF	AZ	86004	4200 COUNTRY CLUB DR	FLAGSTAFF	AZ	86004
10702157	CHIZHOV YURI & LARISA	2120 N IZABEL ST	FLAGSTAFF	AZ	86004	37 EAGLE ST	MONROE	NY	10950
10702158	KIDZ INVESTMENTS LLC	2112 N IZABEL ST	FLAGSTAFF	AZ	86004	6588 E VAIL DR	FLAGSTAFF	AZ	86004
10911005J	TRIPLE J LIVING TRST U/A DTD 5-4-15	1820 E SIXTH AVE	FLAGSTAFF	AZ	86004	908 WEST MURRAY RD	FLAGSTAFF	AZ	86001
10911003A	SUNNYSIDE BAPTIST CHURCH	2350 N WEST ST	FLAGSTAFF	AZ	86004	2300 N WEST ST	FLAGSTAFF	AZ	86004
10911005D	HOMEOWNERS PRIDE LLC	2315 N CENTER ST	FLAGSTAFF	AZ	86004	12707 N 95TH PLACE	SCOTTSDALE	AZ	85260
10911005K	MELENDEZ FAMILY TRUST DTD 7/11/16	2311 N CENTER ST	FLAGSTAFF	AZ	86004	3040 E MATTERHORN	FLAGSTAFF	AZ	86004
10911005L	FLOOD STEPHEN A & PENNY L	2313 N CENTER ST	FLAGSTAFF	AZ	86004	3450 N PINE DR	FLAGSTAFF	AZ	86004
10911005F	KP PROPERTIES LLC	2309 N CENTER ST	FLAGSTAFF	AZ	86004	7045 SLAYTON RANCH RD	FLAGSTAFF	AZ	86004
10917009	WEBB ERNEST N JR & LINDA A	2401 N WEST ST #108	FLAGSTAFF	AZ	86004	3576 N CAPTAIN COLTON LN	FLAGSTAFF	AZ	86001
10917011	SWAN IVETA A	2401 N WEST ST #110	FLAGSTAFF	AZ	86004	1256 W SAND CANYON DR	CASA GRANDE	AZ	85122
10917010	BARBER STEVEN J	2401 N WEST ST #109	FLAGSTAFF	AZ	86004	513 E COTTONWOOD AVENUE	BOZEMAN	MT	59715
10917012	DOUVILLE JENNIFER	2401 N WEST ST #111	FLAGSTAFF	AZ	86004	2401 N WEST ST NO 111	FLAGSTAFF	AZ	86004
10917013	MALLIE GREGORY J	2401 N WEST ST #112	FLAGSTAFF	AZ	86004	2401 N WEST ST NO 112	FLAGSTAFF	AZ	86004
10911141	CAPITAL INVESTMENT PROPERTIES LLC	2511 N WEST ST	FLAGSTAFF	AZ	86004	2532 N FOURTH ST NO 277	FLAGSTAFF	AZ	86004
10911142	GOMEZ CRUZ P & DOLORES M	2515 N WEST ST	FLAGSTAFF	AZ	86004	2515 N WEST ST	FLAGSTAFF	AZ	86004
10917014	MCCABE BERNICE	2401 N WEST ST #201	FLAGSTAFF	AZ	86004	2401 N WEST ST NO 201	FLAGSTAFF	AZ	86004
10917016	MCALLISTER STEPHEN J & PAULA	2401 N WEST ST #203	FLAGSTAFF	AZ	86004	305 W PINE AVE	FLAGSTAFF	AZ	86004
10917017	MIYAHARA FAMILY TRUST DTD 4-3-04	2401 N WEST ST #204	FLAGSTAFF	AZ	86004	3625 GANGEL AVE	PICO RIVERA	CA	90660
10917018	OZMUN JON	2401 N WEST ST #205	FLAGSTAFF	AZ	86004	5271 MT PLEASANT DR	FLAGSTAFF	AZ	86004
10917023	ZIMMERMAN ROBERT	2401 N WEST ST #210	FLAGSTAFF	AZ	86004	2522 W GRANITE PASS RD	PHOENIX	AZ	85085
10917024	LAZOVICH MARC	2401 N WEST ST #211	FLAGSTAFF	AZ	86004	2401 N WEST ST S 211	FLAGSTAFF	AZ	86004
10917021	BLANKENSHIP ANNE MARIE	2401 N WEST ST #208	FLAGSTAFF	AZ	86004	2401 N WEST ST UN 208	FLAGSTAFF	AZ	86004
10917022	JANIS ANTHONY MICHAEL	2401 N WEST ST #209	FLAGSTAFF	AZ	86004	20 VULTEE ROAD	SEDONA	AZ	86351
10917015	HAYES MARK & CAROL HAYES LIVING TRUST UA DTD 4-20-17	2401 N WEST ST #202	FLAGSTAFF	AZ	86004	1546 W BAHIA CT	GILBERT	AZ	85233
10917019	YAMADA LAURA LEI	2401 N WEST ST #206	FLAGSTAFF	AZ	86004	PO BOX 817	FLAGSTAFF	AZ	86002
10917020	MYERS-JONES ANN	2401 N WEST ST #207	FLAGSTAFF	AZ	86004	4321 E ANDERSON DR	PHOENIX	AZ	85032
10917025	QUINHONEIRO MAURICE C & ANGELA M MEULLER	2401 N WEST ST #212	FLAGSTAFF	AZ	86004	8200 N LAURELGLEN BLVD NO 411	BAKERSFIELD	CA	93311
10911140	CAPITAL INVESTMENT PROPERTIES LLC	2507 N WEST ST	FLAGSTAFF	AZ	86004	2532 N FOURTH ST NO 277	FLAGSTAFF	AZ	86004
10911135A	KAVANAGH TRACIE RAE CHILDREN TRUST DTD 2-25-13	2518 N WEST ST	FLAGSTAFF	AZ	86004	310 S BEAVER ST	FLAGSTAFF	AZ	86001
10911139	VALLEN GARY & KIM TRUST DTD 10/9/13	2501 N WEST ST	FLAGSTAFF	AZ	86004	1655 N KITTREDGE RD	FLAGSTAFF	AZ	86001
10911138	CABRERA ROSA MARIE A	2502 N WEST ST	FLAGSTAFF	AZ	86004	2502 N WEST ST	FLAGSTAFF	AZ	86004
10911068	TACHIAS ERNEST & ELOISE JT	2412 N CENTER ST	FLAGSTAFF	AZ	86004	2412 N CENTER ST	FLAGSTAFF	AZ	86004
10911074	MILLER CLAYTON	2314 N CENTER ST	FLAGSTAFF	AZ	86004	2314 N CENTER ST	FLAGSTAFF	AZ	86004
10911071	MCGILL JOHN M & ELISABETH R	2400 N CENTER ST	FLAGSTAFF	AZ	86004	2400 N CENTER ST	FLAGSTAFF	AZ	86004
10911066	SCHAEFFER ELIZABETH JEAN	2420 N CENTER ST	FLAGSTAFF	AZ	86004	2420 N CENTER ST	FLAGSTAFF	AZ	86004
10911069	TACHIAS ERNESTO & ELOISA JT	2406 N CENTER ST	FLAGSTAFF	AZ	86004	2412 N CENTER ST	FLAGSTAFF	AZ	86004
10911070	SMITH EDDIE A & GABIE A CO-TRUSTEES ; SMITH EA & GA RVCBL LIV TR DTD 12/14/04	2404 N CENTER ST	FLAGSTAFF	AZ	86004	2404 N CENTER ST	FLAGSTAFF	AZ	86004

APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	SITUS STA	SITUS ZIPC	OWNER ADDRESS	OWNER CITY	OWNER ST	OWNER ZIPCOD
10911076B	LUCCHITTA IVO & BAERBEL K JT	1900 E SIXTH AVE	FLAGSTAFF	AZ	86004	6969 W SNOWBOWL VIEW CIR	FLAGSTAFF	AZ	86001
10911076C	LUCCHITTA IVO & BAERBEL K JT	1900 E SIXTH AVE	FLAGSTAFF	AZ	86004	6969 W SNOWBOWL VIEW CIR	FLAGSTAFF	AZ	86001
10911067	TRATHNIGG ROBERT W & HEIDI K	2416 N CENTER ST	FLAGSTAFF	AZ	86004	2030 S ASH LN	FLAGSTAFF	AZ	86004
10911079	CANYON MEADOWS LLC	2409 N CENTER ST	FLAGSTAFF	AZ	86004	PO BOX 1812	FLAGSTAFF	AZ	86002
10911072	LOOF DAVID	2322 N CENTER ST	FLAGSTAFF	AZ	86004	2322 N CENTER ST	FLAGSTAFF	AZ	86004
10911073	MONTOYA RAYMOND S	2318 N CENTER ST	FLAGSTAFF	AZ	86004	1716 W ST MORITZ LN	PHOENIX	AZ	85023
10911075	PLASSMAN MARK S TRUST U/A DTD 7-19-11	2310 N CENTER ST	FLAGSTAFF	AZ	86004	8585 ARROYO TRL	FLAGSTAFF	AZ	86004
10911077	BENALLY PRINCESS D	2403 N CENTER ST	FLAGSTAFF	AZ	86004	2403 N CENTER ST	FLAGSTAFF	AZ	86004
10911080	ASPEN MEADOWS LLC	2411 N CENTER ST	FLAGSTAFF	AZ	86004	4521 S LANCE RD	FLAGSTAFF	AZ	86001
10911083	REYES RALPH J & MELBA B JT	2421 N CENTER ST	FLAGSTAFF	AZ	86004	2421 N CENTER ST	FLAGSTAFF	AZ	86004
10911087	ENTRUST AZ LLC FBO MAJID MAHDAVI-NEJAD IRA #10579	2412 N WEST ST	FLAGSTAFF	AZ	86004	6998 W MURIEL DR	GLENDALE	AZ	85308
10911078	KELLERUP FRIDOLF H & LINDA A	2405 N CENTER ST	FLAGSTAFF	AZ	86004	2617 PAJARIOT MEADOWS SW	ALBUQUERQUE	NM	87105
10911081	STENDEL ARTHUR E	2417 N CENTER ST	FLAGSTAFF	AZ	86004	2417 N CENTER ST	FLAGSTAFF	AZ	86004
10911082	REYES RALPH J & MELBA B JT	1821 E	FLAGSTAFF	AZ	86004	2421 N CENTER ST	FLAGSTAFF	AZ	86004
10911085	DOLLERSCHELL ARLYS	2420 N	FLAGSTAFF	AZ	86004	200 S LEROUX	FLAGSTAFF	AZ	86001
10911086	DOLLERSCHELL ARLYS	2420 N WEST ST	FLAGSTAFF	AZ	86004	200 S LEROUX NO 101	FLAGSTAFF	AZ	86001
10902001M	CEDAR CREST/ FLAGSTAFF LP	2251 N IZABEL ST	FLAGSTAFF	AZ	86004	4745 N 7TH ST STE 110	PHOENIX	AZ	85014
10902003D	HOUSING SOLUTIONS OF NORTHERN ARIZONA INC	2303 N IZABEL ST	FLAGSTAFF	AZ	86004	PO BOX 30134	FLAGSTAFF	AZ	86003
10902003E	HOUSING SOLUTIONS OF NORTHERN ARIZONA INC	N	FLAGSTAFF	AZ	86004	PO BOX 30134	FLAGSTAFF	AZ	86003
10911089	VAGEN LIVING TRUST DTD 7/12/16	2408 N WEST ST	FLAGSTAFF	AZ	86004	PO BOX 1176	FLAGSTAFF	AZ	86002
10911088	VISOCKIS PETER J & VADA S	2410 N WEST ST	FLAGSTAFF	AZ	86004	3319 N ESTATES ST	FLAGSTAFF	AZ	86001
10911146A	ARIZONA CENTRAL CREDIT UNION	2521 N WEST ST	FLAGSTAFF	AZ	86004	PO BOX 11650	PHOENIX	AZ	85061
10911147	SCHROEDER KURT	2609 N WEST ST	FLAGSTAFF	AZ	86004	1950 N CRESCENT	FLAGSTAFF	AZ	86001
10702125	LUNA FERN RVCBL TR DTD 5-28-2001	2209 N CENTER ST	FLAGSTAFF	AZ	86004	23312 N 70TH LANE	GLENDALE	AZ	85310
10702126	LOPEZ MARK L ; LOPEZ LOUIE A	2213 N CENTER ST	FLAGSTAFF	AZ	86004	2213 N CENTER ST	FLAGSTAFF	AZ	86004
10702127	DELGADILLO AUGUSTINE	2221 1/2 N CENTER ST	FLAGSTAFF	AZ	86004	2221 1/2 N CENTER ST	FLAGSTAFF	AZ	86004
10702131	WILLINGHAM MICHAEL JASON	2212 N WEST ST	FLAGSTAFF	AZ	86004	4210 E SHEENA DR	PHOENIX	AZ	85032
10702124B	MARTINEZ ANTHONY	2205 N CENTER ST	FLAGSTAFF	AZ	86004	2205 N CENTER ST	FLAGSTAFF	AZ	86004
10702129B	SUNNYSIDE INVESTMENT COMPANY LLC	2220 N WEST ST	FLAGSTAFF	AZ	86004	2287 N FREMONT BLVD	FLAGSTAFF	AZ	86001
10702124A	EGAN DANIEL G	2201 N CENTER ST	FLAGSTAFF	AZ	86004	3575 N SCHEVENE NO 1	FLAGSTAFF	AZ	86004
10702122	PAGE FAMILY PROPERTIES LLC	2113 N CENTER ST	FLAGSTAFF	AZ	86004	627 W HAVASUPAI RD	FLAGSTAFF	AZ	86001
10702123	TRIPLE J LIVING TRST U/A DTD 5-4-15	2121 N CENTER ST	FLAGSTAFF	AZ	86004	908 WEST MURRAY RD	FLAGSTAFF	AZ	86001
10702128A	DELGADILLO AUGUSTINE	2221 N CENTER ST	FLAGSTAFF	AZ	86004	2221 1/2 N CENTER ST	FLAGSTAFF	AZ	86004
10702132	RICKETT KENNETH R	2208 N WEST ST	FLAGSTAFF	AZ	86004	2625 N KING ST	FLAGSTAFF	AZ	86004
10702171B	MCKENZIE DAVID & DEBRA REVOCABLE TRUST DTD 5-8-08	2212 N CENTER ST	FLAGSTAFF	AZ	86004	9780 HIDDENWATERS LN	VICTOR	ID	83455
10702171A	MCKENZIE DAVID & DEBRA REVOCABLE TRUST DTD 5-8-08	2216 N CENTER ST	FLAGSTAFF	AZ	86004	9780 HIDDENWATERS LN	VICTOR	ID	83455
10911166	CITY OF FLAGSTAFF	1708 E COLANTHE AVE	FLAGSTAFF	AZ	86004	1708 E COLANTHE AVE	FLAGSTAFF	AZ	86001

APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	SITUS STA	SITUS ZIPC	OWNER ADDRESS	OWNER CITY	OWNER ST	OWNER ZIPCOD
10911159	FLAGSTAFF CITY OF	2342 N IZABEL ST	FLAGSTAFF	AZ	86004	2342 N IZABEL ST	FLAGSTAFF	AZ	86004
10911158	FLAGSTAFF CITY OF	2358 N IZABEL ST	FLAGSTAFF	AZ	86004	2358 N IZABEL ST	FLAGSTAFF	AZ	86004
10911163	FLAGSTAFF CITY OF	2310 N IZABEL ST	FLAGSTAFF	AZ	86004	2310 N IZABEL ST	FLAGSTAFF	AZ	86004
10911156	FLAGSTAFF CITY OF	2366 N IZABEL ST	FLAGSTAFF	AZ	86004	2366 N IZABEL ST	FLAGSTAFF	AZ	86004
10911162	FLAGSTAFF CITY OF	2302 N IZABEL ST	FLAGSTAFF	AZ	86004	2302 N IZABEL ST	FLAGSTAFF	AZ	86004
10911167	FLAGSTAFF CITY OF	1716 E COLANTHE AVE	FLAGSTAFF	AZ	86004	1716 E COLANTHE AVE	FLAGSTAFF	AZ	86004
10911157	FLAGSTAFF CITY OF	2350 N IZABEL ST	FLAGSTAFF	AZ	86004	2350 N IZABEL ST	FLAGSTAFF	AZ	86004
10911160	FLAGSTAFF CITY OF	2334 N IZABEL ST	FLAGSTAFF	AZ	86004	2334 N IZABEL ST	FLAGSTAFF	AZ	86004
10911161	FLAGSTAFF CITY OF	2326 N IZABEL ST	FLAGSTAFF	AZ	86004	2326 N IZABEL ST	FLAGSTAFF	AZ	86004
10911164	FLAGSTAFF CITY OF	2318 N IZABEL ST	FLAGSTAFF	AZ	86004	2318 N IZABEL ST	FLAGSTAFF	AZ	86004
10911155	FLAGSTAFF CITY OF	2374 N IZABEL ST	FLAGSTAFF	AZ	86004	2374 N IZABEL ST	FLAGSTAFF	AZ	86004
10911165	FLAGSTAFF CITY OF	1700 E COLANTHE AVE	FLAGSTAFF	AZ	86004	1700 E COLANTHE AVE	FLAGSTAFF	AZ	86001
10702130A	SUNNYSIDE INVESTMENT COMPANY LLC	2214 N WEST ST	FLAGSTAFF	AZ	86004	2287 N FREMONT BLVD	FLAGSTAFF	AZ	86001
10911137B	TEAM RENTALS LLC	2508 N WEST ST	FLAGSTAFF	AZ	86004	7899 N HWY 89	FLAGSTAFF	AZ	86004
	CITY OF FLAGSTAFF					211 W ASPEN AVE	FLAGSTAFF	AZ	86001
	FRIENDS OF FLAGSTAFF'S FUTURE					PO BOX 23462	FLAGSTAFF	AZ	86002
	NORTHERN ARIZONA BUILDING ASSOCIATION					1500 EAST CEDAR AVENUE, SUITE 86	FLAGSTAFF	AZ	86004
	NORTHERN ARIZONA ASSOCIATION OF REALTORS					1515 EAST CEDAR AVENUE, SUITE C-4	FLAGSTAFF	AZ	86004
	TISH BOGAN-OZMUN					5271 MT. PLEASANT DRIVE	FLAGSTAFF	AZ	86004
	MARILYN WEISSMAN					1055 EAST APPLE WAY	FLAGSTAFF	AZ	86001
	MAURY HERMAN, COAST & MOUNTAIN PROPERTIES					3 NORTH LEROUX STREET	FLAGSTAFF	AZ	86001
	NAT WHITE					1120 NORTH ROCKRIDGE ROAD	FLAGSTAFF	AZ	86001
	CHARLIE SILVER					720 WEST ASPEN AVENUE	FLAGSTAFF	AZ	86001
	BETSY MCKELLAR					330 S ASH LANE	FLAGSTAFF	AZ	86004



600' Buffer Map

September 25, 2017

Feet

0 850 1,700 3,400

THIS MAP WAS GENERATED BY THE COCONINO COUNTY WEB MAP APPLICATION.
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COCONINO COUNTY ARIZONA

★SIGN-IN SHEET★

Scattered Site Affordable Housing Concept Rezoning
Neighborhood Meeting
23-Oct-17

	NAME:	EMAIL:	PHONE:
1	Devonna Mclaughlin	devonnam@housingnaz.org	(928) 214-7456
2	LAURA YAMADA	808.LAURA@GMAIL.COM	
3	ALAN NOVACIC	MARGRIT.NOVACK@YAHOO.COM	
4	BRYAN BURTON	BBURTON.NAZMS@GMAIL	928.556.0556
5	MIKE COVEN	N/A	928-774-9040
6	Justyna Costa	jcosta@flagstaffaz.gov	928 213 2746
7	Doug Pierce	twopeasinapod2010@hotmail.com	928-350-4711
8			
9			
10			
11			
12			

NOTICE OF NEIGHBORHOOD MEETING
MONDAY, OCTOBER 23, 2017
5:30 PM
HAL JENSEN RECREATION CENTER
3:10
PM
October 10th, 2017.

Citizen Participation Report

Methods to keep the Planning Director informed

As a part of the application process, The Housing Section is submitting a final report summarizing the public involvement process. This report includes the following information:

- Certification, on a form established by the Planning Director, that the meeting was noticed and conducted in compliance with the requirements of Section 10-20.30.060 of the Flagstaff Zoning Code.
- Details of the techniques the Applicant used to involve the public, including:
    1. Date and location of the neighborhood meetings;
    2. Copies of the letters and other correspondence, including dates and number of mailings or deliveries;
    3. A copy of the mailing list and a summary of where residents, property owners, and other affected parties receiving notices were located;
    4. The number and names of the people that participated in the process based on the sign-in sheet for the meeting; and
    5. A dated photograph of the notification sign installed in compliance with Section 10-20.30.060 Subsection D5 of the Flagstaff Zoning Code.
- A summary of concerns, issues, and problems expressed during the neighborhood meetings, including:
    1. The substance of the concerns, issues, and problems; and
    2. The City's response to the comments received at the neighborhood meeting. If public comments or suggestions are not included in future submittal documents, an explanation of why they were not included will be provided.

Scattered Site Affordable Housing Project
Concept Rezoning Application

Citizen Participation Report

The neighborhood meeting for the concept rezoning of 1700 E 6th Avenue was held Monday, October 23, 2017 at 5:30 PM at the Hal Jensen Recreation Center, 2304 N Izabel St.

A summary of the concerns raised and City staff response is as follows.

- There were broad questions about the Concept Rezoning process and the Low Income Housing Tax Credit (LIHTC) funding deadlines, which staff clarified.
- The primary concern raised at the neighborhood meeting was parking. It was believed by a neighboring property manager that providing the required 15 parking spots will not be sufficient and that overflow parking would likely occur on his property.
- There was a comment that the concept plan is not reflective of reality.
- Staff stated that the parking concerns would be relayed to the developer when they submit for site plan review.
- There was a question about the skate park being split from the overall parcel.
- Staff answered that there is likely going to be a lot split putting the apartments and the park on separate parcels.
- There was a suggestion to just make the project smaller so parking would be less of a problem.
- Staff questioned if the city's parking requirements weren't sufficient and is this project unique enough that more than code should be applied.
- A comment that perhaps the city's zoning code is wrong.
- Someone asked if the project included more studios and one bedroom units if the 15 spaces would be enough. It was agreed that it might make a little difference, but even the studios at the neighboring property are occupied by couples with two vehicles. Perhaps if the project were all seniors the 15 spaces would be enough.
- It was stated that the economic viability of the project is impacted by decreasing units and increasing parking area.
- There is a wish that the community garden be improved or use the garden area for parking.
- Staff said parking cannot occur in the floodway, but perhaps there are alternative configurations for the garden and parking areas.
- Residents in neighboring complex use the garden, but there is overall unhappiness about the state of the garden, that is why a fence was put up between the adjacent parcel and the subject property.
- City staff provided clarification on income qualification and intended populations for the units, and who determines length of affordability.
- Staff clarified the city rezoning timeline versus the LIHTC funding timelines, that construction is contingent on funding from the state and that a developer would have 24 months to complete construction.

Meeting ended at 6:14 PM.
No written comments were submitted at the neighborhood meeting for 1700 E 6th Avenue.

Jennifer Mikelson

From: Jennifer Mikelson
Sent: Thursday, November 02, 2017 2:21 PM
To: 'Devonna McLaughlin'
Subject: RE: Neighborhood Meeting Notes from 10.23.17

Thank you for your attendance and comments Devonna!

From: Devonna McLaughlin [mailto:devonnam@housingnaz.org]
Sent: Thursday, November 02, 2017 12:46 PM
To: Jennifer Mikelson <JMikelson@flagstaffaz.gov>
Subject: RE: Neighborhood Meeting Notes from 10.23.17

Thanks Jennifer, for the opportunity to provide written comments on the proposed re-zoning of City-owned property, located at 1700 E. 6th Ave.

I was in attendance at the public meeting, but did not choose, at that time, to speak. I know neighbors in the room expressed concerns about the proposed parking on the site, which is proposed to provide units of affordable, rental housing to low-income households. While I understand the sensitivity our community has regarding adequate parking, I hope the parking discussion does not derail the re-zoning or the project, in general. Simply put, our community needs affordable housing. The re-zoning of this property to medium density residential is a critical first-step and I wholeheartedly support the proposed re-zoning, as additional low-income families (and individuals) will access decent housing. Thanks to the City for its efforts to increase the supply of guaranteed affordable housing.

Sincerely,

Devonna McLaughlin
Housing Solutions of Northern Arizona
devonnam@housingnaz.org
Facebook | Website | Twitter | Instagram

From: Jennifer Mikelson [mailto:JMikelson@flagstaffaz.gov]
Sent: Thursday, November 02, 2017 10:58 AM
To: Jennifer Mikelson
Subject: Neighborhood Meeting Notes from 10.23.17

Hello,
I have attached for your review a report of the neighborhood meeting held for the concept rezoning of the City parcel located at 1700 E 6th Avenue. Please let me know if the meeting notes do not capture the content of the meeting, or if I can answer any other questions. If you would like to provide a written comment to be included in the public hearing staff reports, you can submit them to me up until Friday, November 17. If you are a property owner residing within 600' of the subject parcel, please anticipate another letter detailing the public hearing process for this concept rezoning case.

Thank you for your participation in this first step of our Scattered Site Affordable Housing project.

Jennifer

Jennifer Mikelson
Housing Analyst | City of Flagstaff | 928.213.2744

Jennifer Mikelson

From: C Corbin <cc837@nau.edu>
Sent: Tuesday, October 17, 2017 11:11 AM
To: Jennifer Mikelson; McKenzie Jones
Subject: Re: bmx lot

Jennifer,

Thank you for the response and for the information. I appreciate your inclusion and protection of the gardens.

I will follow up with McKenzie as well to express my gratitude for the garden on Izabel St. and interest in seeing it continue!

Thank you both,

Cara Corbin
MA, Sustainable Communities
479-871-3999 cell

On Tue, Oct 17, 2017 at 10:48 AM, Jennifer Mikelson <JMikelson@flagstaffaz.gov> wrote:

Hi Cara-

Thank you for getting in touch, I'm glad to hear the garden is well loved by your family! The developer is required to keep the community garden on the site. They are permitted to relocate it around the new buildings or parking areas if necessary, but the City anticipates it will remain in the same location. Housing staff will be coordinating with the City's Sustainability Section during the design process, so you can also contact them about programming or any future plans for the garden. Sustainability contact is McKenzie Jones mjones@flagstaffaz.gov .

Have a great day,

Jennifer

Housing
Flagstaff

Jennifer Mikelson

From: C Corbin [mailto:cc837@nau.edu]
Sent: Monday, October 16, 2017 3:33 PM
To: Jennifer Mikelson <JMikelson@flagstaffaz.gov>
Subject: bmx lot

Hi Jennifer,

I got your letter about the empty lot by the BMX park on Izabel St.

I would like to voice support for keeping the Izabel St. Community Garden.

Please let me know if there is another or better way to share this. I own a home on Izabel St. and my kids and I would love to continue gardening there.

Thank you,

Cara Corbin

MA, Sustainable Communities

479-871-3999 cell

Scattered Site Affordable Housing Concept Rezoning
Record of Public Correspondence

Phone Call Tracking as of November 6, 2017

1. Pete Nicholson, (928) 526-246
   Left message 10/9/17, called back 10/17/17

   Needed general clarification of what the notice was regarding and how it may affect his rentals in the neighborhood. He said he couldn't attend the neighborhood meeting, but said he was supportive of the project.

2. Tony Jennis, (928) 380-7063
   Left message 10/10/17, called back 10/17/17

   Needed general clarification of what the notice was regarding and what the plans for the parcel were. He wanted to be sure there was no further action required on his part. He couldn't attend the neighborhood meeting but said he was supportive of the project.

3. Rick Lopez, (928) 600-1949
   Called 10/20/17

   Wanted to verify which parcel on West Street was being developed. He asked for an update about the Scattered Site Affordable Housing RFP.

4. Adrienne & Lawrence Wasserman, wassermanadrienne@gmail.com, (928) 774-3654
   Left message 10/25/17, called again 10/26/17

   They live above the West street location on Appalachian. She and her husband can't make it to the meeting but would like more information about the proposed project. Will send her an email including the concept plan and project narrative.

5. Michael Cerise, (928) 699-7211, mikesouris@aol.com
   Called 11/6/17

   As the primary property owner of the Safeway shopping center, he wanted to convey a few comments. First, he wasn't notified until the morning of Monday November 6, by a concerned resident. He provided his correct mailing address so that he would receive the upcoming public hearing notice. Second, he was under the impression the subject property was zoned as public land open space and has an old map indicating such. Third, he is concerned that the complex will be under parked and tenants will use his parking lot. He was notified that written comments are encouraged for the upcoming public hearings if he can't attend, and gave his email address so that staff could send him the concept plan and neighborhood meeting notes.

1700 E. SIXTH AVE.
CONCEPTUAL SITE PLAN

0" 15' 30' 60'

SCALE: 1" = 30'-0"

N

PROJECT DATA

PROJECT NAME & ADDRESS:
LONETREE COLLECTION
1700 E. SIXTH AVE.
FLAGSTAFF, ARIZONA
APN: 109-11-151C

PROJECT DESCRIPTION:
A NEW 2-STORY RESIDENTIAL RENTAL APARTMENT DEVELOPMENT WITH LEASING OFFICE, COMMUNITY CENTER, OUTDOOR AMENITY SPACES AND SURFACE PARKING. PROJECT IS 100% AFFORDABLE HOUSING.

GENERAL ZONING ANALYSIS:

SITE AREA:
NET AREA: ±0.87 NET ACRES / 37,777 S.F.

ZONING:
EXISTING: MEDIUM DENSITY RESIDENTIAL(MR)

NOTE:
THE PROPERTY IS WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY. HOWEVER, THE SITE IS DEVOID OF NATURAL STEEP SLOPES, PONDEROSA AND PINES, THEREFORE, ELIMINATING THE NEED FOR A STAND-ALONE NATURAL RESOURCE PROTECTION PLAN.

BUILDING HEIGHT:
MAX ALLOWED: 35'
PROPOSED: 35' (2 STORIES)

CONSTRUCTION TYPE:
PROPOSED: TYPE V-A

UNIT MIX:

3 BEDROOM	11 D.U.	(100%)
TOTAL	**11 D.U.**	**(100%)**

DENSITY REQUIRMENTS:
(MR) ZONE - RPO REQUIREMENT (6-9 UNITS PER ACRE)

AFFORDABILITY HOUSING INCENTIVE: CATEGORY 1
0.86 ACRES X 9 MAX. UNITS PER ACRE = 7.74 UNITS
DENSITY BONUS OF 45%: 45% X 7.74 = 3.48 UNITS
TOTAL: 8 UNITS PLUS 3 UNITS = 11 MAX. ALLOWED UNITS

REQUIRED PARKING:

3 BEDROOM	1.5 P.S./D.U. x 11 D.U.	=17 P.S.
GUEST (0.25 PER 2 /3 BD.)	0.25 x (11)	= 3 P.S.
TOTAL REQUIRED	20 P.S. (1.72 P.S./D.U.)	

ACCESSIBLE PARKING REQUIRED:
TABLE 10-50.80.080.B 1 P.S.

PROVIDED PARKING:
TOTAL SURFACE: 20 P.S.
(ACCESSIBLE PROVIDED: 1 P.S.) **(±1.8 P.S./D.U.)**

BICYCLE PARKING REQUIRED:
5% x 19 PARKING SPACES = 2 BIKE SPACE

BICYCLE PARKING PROVIDED:
18 BIKE SPACES

PARKING STANDARDS:
PARKING SPACE: 9'-0" X 18'-0"
PARKING SPACE: (w/ 1.5' OVERHANG) 9'-0" X 16'-6"
DRIVE AISLE: 24'-0"
DRIVE AISLE (APPENDIX D SECTION D105) 26'-0"

SITE COVERAGE:
ALLOWED SITE COVERAGE: 40% MAX.
PROPOSED 8,610 S.F. / 37,777 N. S.F. = 22.8%

REQUIRED OPEN SPACE:
15% OF NET SITE AREA:
37,777 N.S.F. x 15% = 5,676 S.F.

PROVIDED OPEN SPACE:
PROVIDED: 18,945 S.F.

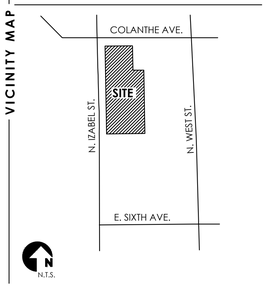
BUILDING SETBACKS:

	REQUIRED	PROVIDED
FRONT: (COLANTHE AVE.)	10'	10'
SIDE: (N. IZABEL ST.)	5'	5'
SOUTH: (BIKE PARK)	15'	15'
SIDE:	5'	5'

ASSUMPTIONS:
1. THE PROPERTY IS SHOWN FOR REFERENCE AND PLANNING PURPOSE ONLY. THE COMPLETENESS OF THE INFORMATION NEEDS TO BE VERIFIED BY OTHERS.
2. ASSUMES THE MULTI-FAMILY DEVELOPMENT WILL NOT BE A GATED COMMUNITY.
3. ASSUMES THE SITE'S RETENTION WILL USE SURFACE AND/OR UNDERGROUND BASINS.

THE FLAGSTAFF CITY COUNCIL HAS ADOPTED THE FOLLOWING BUILDING CODES WITH AMENDMENTS:
2012 INTERNATIONAL BUILDING CODE
2012 INTERNATIONAL PLUMBING CODE
2012 INTERNATIONAL FUEL GAS CODE
2012 INTERNATIONAL EXISTING BUILDING CODE
2011 NATIONAL ELECTRICAL CODE
1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS
2012 INTERNATIONAL RESIDENTIAL CODE
2012 INTERNATIONAL MECHANICAL CODE
2009 INTERNATIONAL ENERGY CONSERVATION CODE
1997 UNIFORM ADMINISTRATIVE CODE
1997 UNIFORM HOUSE CODE
2009 ICC A117-1 ACCESSIBLE & USABLE BUILDINGS

VICINITY MAP



PROJECT
NO. 17-2030-00
LONETREE COLLECTION
1700 E. Sixth Avenue
Flagstaff, Arizona

CLIENT
BRINSHORE DEVELOPMENT
666 Dundee Road, Ste. 1102
Northbrook, IL 60062
847-562-9400 p
847-562-9401 f

SEAL
REGISTERED ARCHITECT
CERTIFICATE NO.
13467
GARY D. TODD
3-7-19
Date Signed
ARIZONA, U.S.A.

CONTACT
TODD & ASSOCIATES, INC.
Critical Thinking • Creative Design
Architecture Planning
Landscape Architecture
4019 North 44th Street
Phoenix, AZ 85018
602-952-8280p 602-952-8995f
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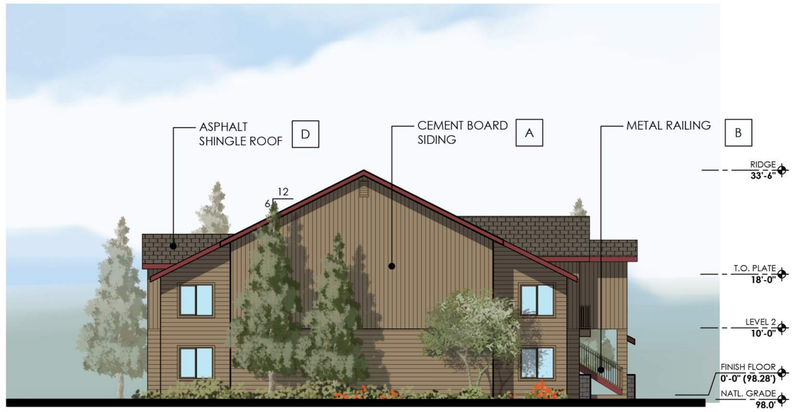
DATE
3-7-19

Proj Mgr.RM
Dwn By: RM

3RD SITE PLAN SUBMITTAL

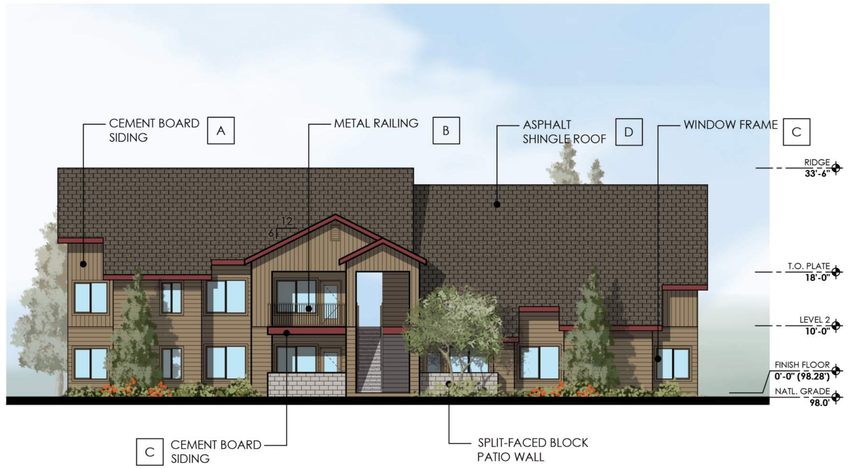
SITE PLAN

A1.1



BUILDING TYPE 1
NORTH ELEVATION - COLANTHE AVENUE

3/32" = 1'-0"



BUILDING TYPE 1
WEST ELEVATION - IZABEL STREET

3/32" = 1'-0"

BUILDING TYPE 1
EAST ELEVATION

3/32" = 1'-0"

BUILDING TYPE 1
EAST ELEVATION

3/32" = 1'-0"

LEGEND

	A	COLOR :SW 9105 "ALMOND ROCA" MFR: SHERWIN-WILLIAMS LRV-25%
	B	COLOR :SW 7068 "GRIZZLE GRAY" MFR: SHERWIN-WILLIAMS
	C	COLOR :SW 7578 "BORSCHT" MFR: SHERWIN-WILLIAMS LRV-6%
	D	ASPHALT SHINGLES
	E	SPLIT FACED CMU - GREY

PROJECT
NO. 17-2030-00
LONETREE COLLECTION

1700 E. Sixth St.
Flagstaff, Arizona

CLIENT
BRINSHORE DEVELOPMENT
666 Dundee Road, Ste. 1102
Northbrook, IL 60062
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DATA
DATE
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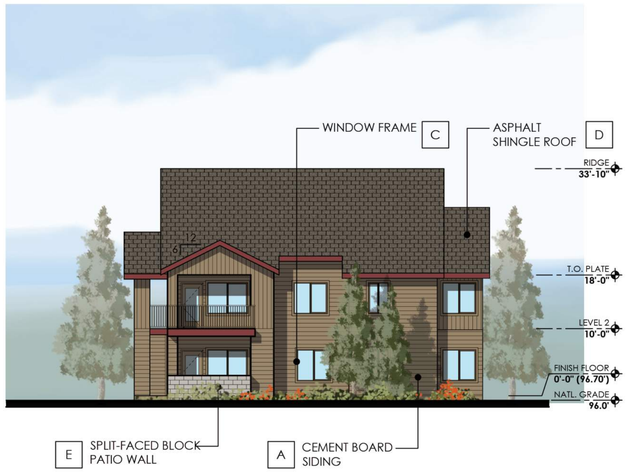
Dwn By:

2ND SITE PLAN SUBMITTAL

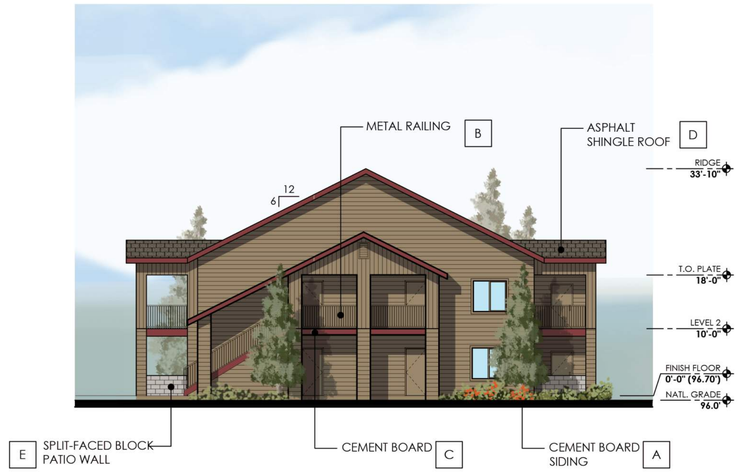
BUILDING TYPE 1 ELEVATIONS

A3.1.1



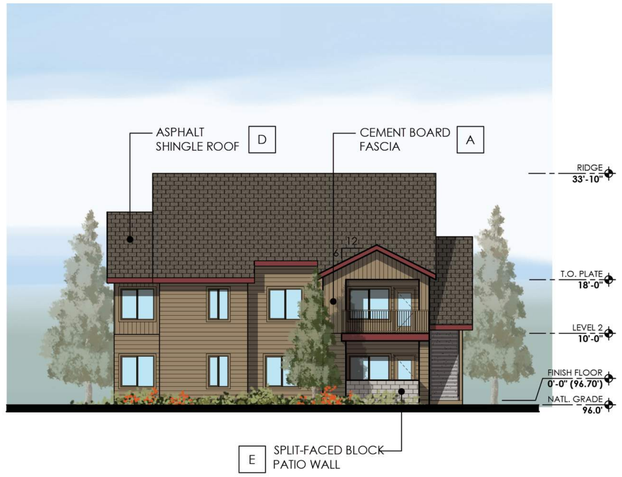
BUILDING TYPE 2
SOUTH ELEVATION

3/32" = 1'-0"



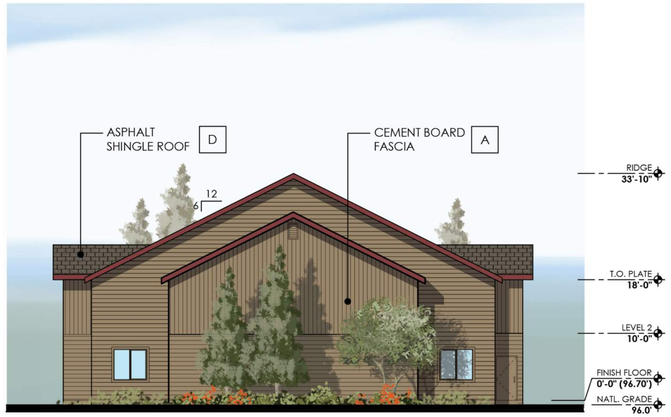
BUILDING TYPE 2
WEST ELEVATION - IZABEL STREET

3/32" = 1'-0"



BUILDING TYPE 2
NORTH ELEVATION

3/32" = 1'-0"



BUILDING TYPE 2
EAST ELEVATION

3/32" = 1'-0"

LEGEND

	A	COLOR :SW 9105 "ALMOND ROCA" MFR: SHERWIN-WILLIAMS LRV-25%
	B	COLOR :SW 7068 "GRIZZLE GRAY" MFR: SHERWIN-WILLIAMS
	C	COLOR :SW 7578 "BORSCHT" MFR: SHERWIN-WILLIAMS LRV-6%
	D	ASPHALT SHINGLES
	E	SPLIT FACED CMU - GREY

PROJECT

NO. 17-2030-00

LONETREE COLLECTION

1700 E. Sixth St.
Flagstaff, Arizona

CLIENT

BRINSHORE DEVELOPMENT
666 Dundee Road, Ste. 1102
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847-562-9400 p
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DATE
3-7-19

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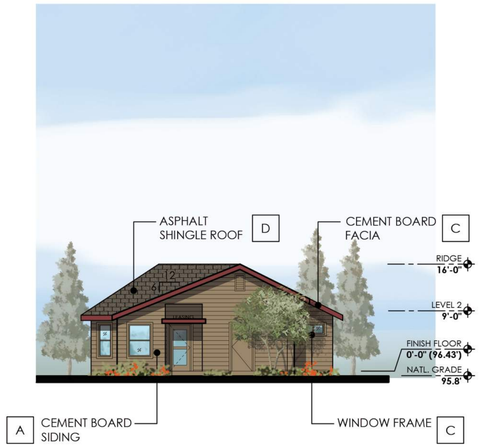
Dwn By:

2ND SITE PLAN SUBMITTAL

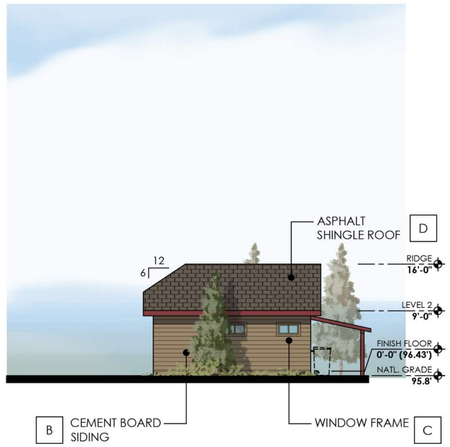
BUILDING TYPE 2 ELEVATIONS

A3.1.2



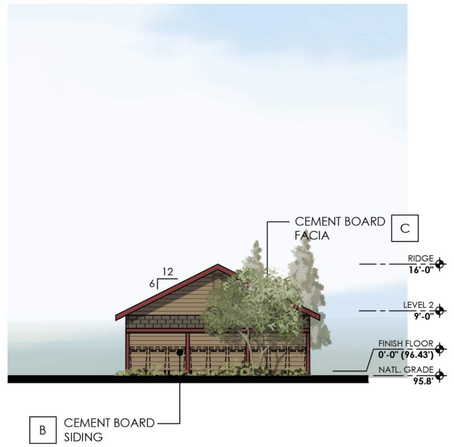
BUILDING TYPE 3
SOUTH ELEVATION

3/32" = 1'-0"



BUILDING TYPE 3
EAST ELEVATION

3/32" = 1'-0"



BUILDING TYPE 3
NORTH ELEVATION

3/32" = 1'-0"

LEGEND

	A	COLOR :SW 9105 "ALMOND ROCA" MFR: SHERWIN-WILLIAMS LRV-25%
	B	COLOR :SW 7068 "GRIZZLE GRAY" MFR: SHERWIN-WILLIAMS
	C	COLOR :SW 7578 "BORSCHT" MFR: SHERWIN-WILLIAMS LRV-6%
	D	ASPHALT SHINGLES
	E	SPLIT FACED CMU - GREY

PROJECT

NO. 17-2030-00

LONETREE COLLECTION

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DATE
3-7-19

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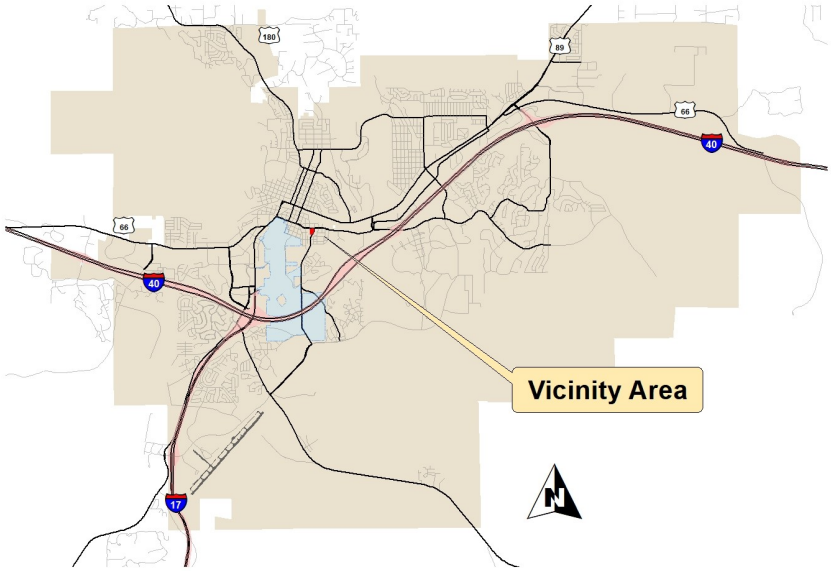
Dwn By:

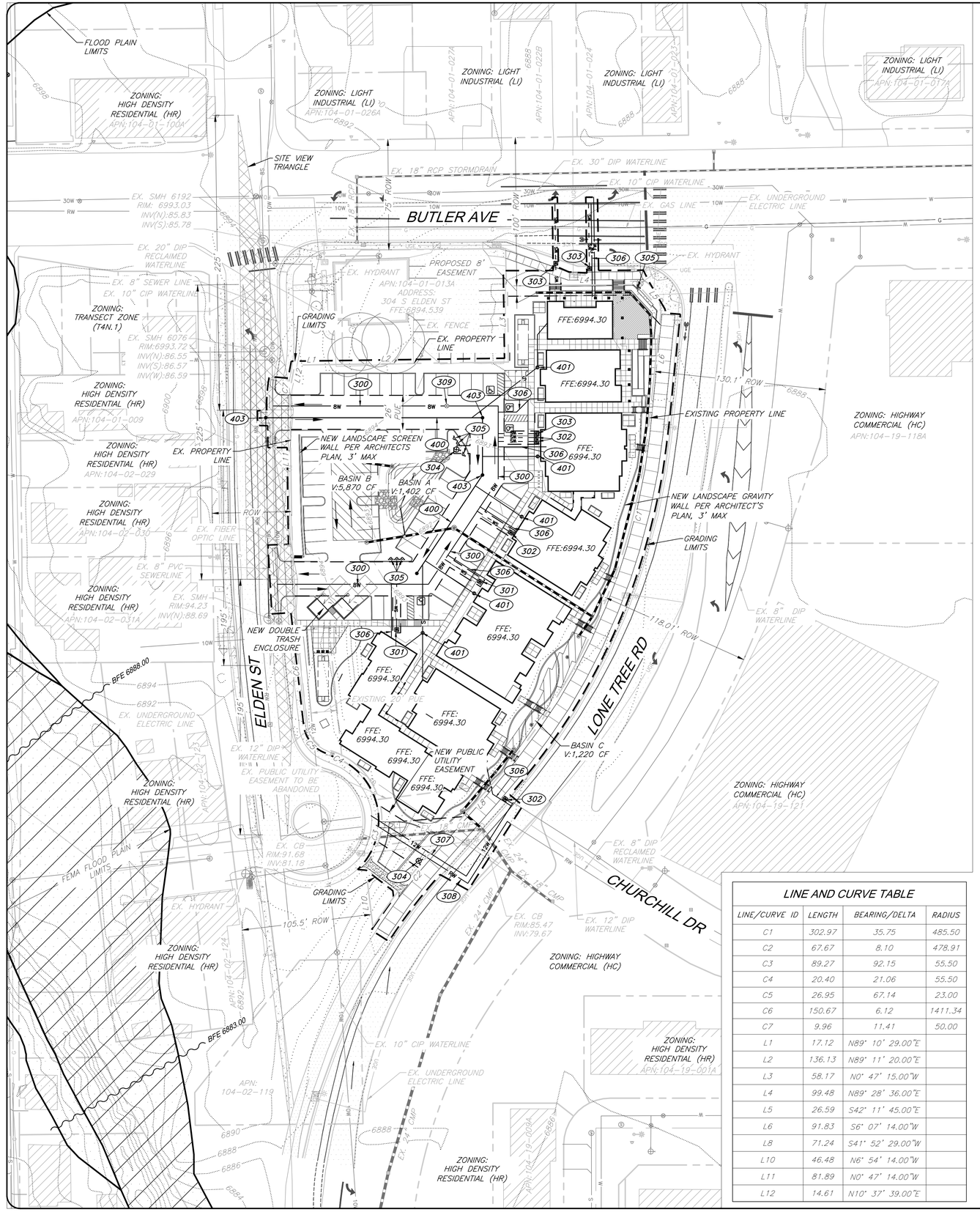
2ND SITE PLAN
SUBMITTAL

BUILDING TYPE 3
ELEVATIONS

A3.1.3



303 S. Lone Tree Road
APN# 104-19-117A



LEGEND

- EXISTING CONTOUR MINOR (2' INTERVAL)
- EXISTING CONTOUR MAJOR (10' INTERVAL)
- EXISTING WATERLINE
- EXISTING RECLAIMED WATERLINE
- EXISTING SEWER MAIN
- EXISTING OVERHEAD ELECTRIC
- EXISTING UNDERGROUND ELECTRIC
- EXISTING STORMDRAIN
- EXISTING GAS
- EXISTING RIGHT-OF-WAY
- EXISTING PROPERTY LINE
- EXISTING PUBLIC UTILITY EASEMENT
- PROPOSED WATERLINE
- PROPOSED FIRE LINE
- PROPOSED WATER SERVICE
- PROPOSED SEWER
- PROPOSED STORMDRAIN
- PROPOSED FIRE HYDRANT
- PROPOSED FDC
- EXISTING LIGHT POLE
- EXISTING POWER POLE
- EXISTING GUY WIRE
- EXISTING ELECTRIC BOX
- EXISTING TELEPHONE JUNCTION BOX
- EXISTING WATER VALVE
- EXISTING WATER METER BOX
- EXISTING SEWER MANHOLE
- EXISTING GAS METER
- EXISTING STORMDRAIN MANHOLE
- EXISTING SIGN
- EXISTING FIRE HYDRANT
- PARKING CIRCULATION

PROJECT INFORMATION

DEVELOPMENT NAME
THE POINTE AT LONE TREE DESIGN

SITE ADDRESS
303 S. LONE TREE RD
FLAGSTAFF, AZ 86001

APN: 104-19-117A

PROPERTY AREA: 1.93 AC

PROPERTY OWNER
CITY OF FLAGSTAFF
211 W ASPEN AVE
FLAGSTAFF, AZ 86001

PROJECT DEVELOPER
BRINSHORE DEVELOPMENT, LLC
666 DUNDEE RD, SUITE 1102
NORTHBROOK, IL 60062
PH: (847) 562-9400
FAX: (847) 562-9401
CONTACT: RICHARD SCIORTINO

ARCHITECT
TODD AND ASSOCIATES, INC.
4019 N 44TH ST
PHOENIX, AZ 85018
PH: (602) 952-8280
FAX: (602) 952-8995
CONTACT: RANDALL MARTINEZ
RMARTINEZ@TODDASSOC.COM

PREPARER/PROJECT ENGINEER
THE WLB GROUP, INC.
500 N BEAVER ST
FLAGSTAFF, AZ 86001
PH: (928) 779-1500
FAX: (928) 779-1501
CONTACT: ERIC WEIDINGER
EWEIDINGER@WLBGROUP.COM

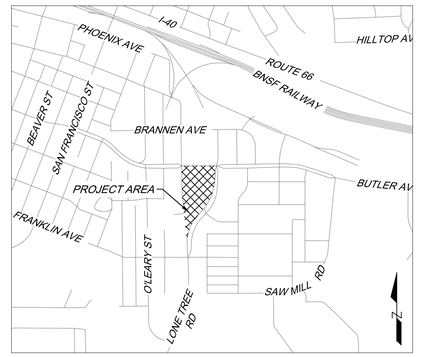
NOTES:
- NO DEDICATED RIGHT-OF-WAY IS PART OF THIS PROJECT.
- ALL PROPOSED UTILITIES ARE SHOWN PER GRADING AND DRAINAGE PLAN, SHEET C2 & C3.

IMPERVIOUS AREA AND VOLUME CALCULATIONS

PROPOSED SITE
TOTAL AREA = 1.93 AC OR 84,268 SF
PERVIOUS AREA = 23,880 SF
IMPERVIOUS AREA = 56,793 SF
REQUIRED RETENTION VOLUME = 4,720 CF
(PROP.IMP)-(EXIST.IMP)*(1")
(56,604 SF)*(1") = 4,720 CF
ROOF IMP. = 24,170 SF
HARDSCAPE IMP. = 36,220 SF
PROVIDED RETENTION VOLUME = 4,819 CF

EXISTING SITE
TOTAL AREA = 1.93 AC OR 84,268 SF
(DOES NOT INCLUDE ROUND ABOUT PARCEL)
PERVIOUS AREA = 84,050 SF
IMPERVIOUS AREA = 187 SF

LINE AND CURVE TABLE			
LINE/CURVE ID	LENGTH	BEARING/DELTA	RADIUS
C1	302.97	35.75	485.50
C2	67.67	8.10	478.91
C3	89.27	92.15	55.50
C4	20.40	21.06	55.50
C5	26.95	67.14	23.00
C6	150.67	6.12	1411.34
C7	9.96	11.41	50.00
L1	17.12	N89° 10' 29.00"E	
L2	136.13	N89° 11' 20.00"E	
L3	58.17	N0° 47' 15.00"W	
L4	99.48	N89° 28' 36.00"E	
L5	26.59	S42° 11' 45.00"E	
L6	91.83	S6° 07' 14.00"W	
L8	71.24	S41° 52' 29.00"W	
L10	46.48	N6° 54' 14.00"W	
L11	81.89	N0° 47' 14.00"W	
L12	14.61	N10° 37' 39.00"E	



VICINITY MAP

SCALE: 1" = 750'

CONSTRUCTION NOTES

WATER CONSTRUCTION:

(NOTE 300)
NEW 8" C900 PVC WATERLINE.

(NOTE 301)
NEW 1 1/2" WATER METER AND SERVICE CONNECTION.

(NOTE 302)
NEW 1" WATER METER AND SERVICE CONNECTION.

(NOTE 303)
NEW 3/4" WATER METER AND SERVICE CONNECTION.

(NOTE 304)
NEW FIRE HYDRANT ASSEMBLY AND PROTECTION POSTS. INCLUDES 6" VALVE AND FITTINGS. INSTALL HYDRANT MINIMUM OF 6' BEHIND BACK OF CURB.

(NOTE 305)
NEW FREE STANDING FIRE DEPARTMENT CONNECTION INCLUDING LINE TO BUILDING.

(NOTE 306)
NEW 6" DIP FIRELINE WITH 6" VALVE.

(NOTE 307)
NEW 12" DIP WATER LINE. INCLUDES CONNECTION TO EXISTING INFRASTRUCTURE.

(NOTE 308)
NEW 12" DIP RECLAIMED WATER LINE. INCLUDES CONNECTION TO EXISTING INFRASTRUCTURE.

(NOTE 309)
NEW 8" WATER VALVE

SEWER CONSTRUCTION:

(NOTE 400)
NEW 8" SDR-35 PVC SEWERLINE.

(NOTE 401)
NEW 6" SDR-35 PVC SEWER SERVICE AND CLEANOUT.

(NOTE 402)
NEW 48" SEWER MANHOLE.

(NOTE 403)
NEW 60" SEWER MANHOLE.

ABBREVIATIONS

L: LENGTH
HP: HIGH POINT
LP: LOW POINT
ME: MATCH EXISTING
FFE: FINISHED FLOOR ELEVATION
EX: EXISTING

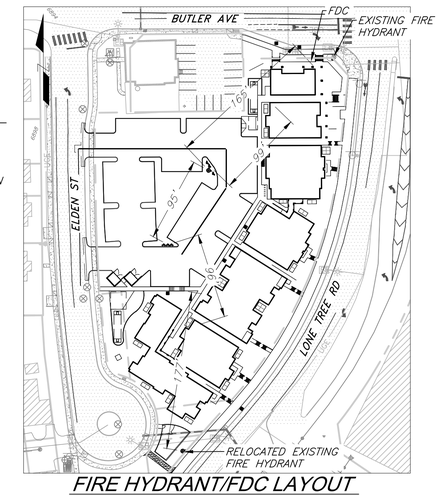
BASIN PROPERTIES			
ID	DETENTION VOLUME (CF)	RETENTION VOLUME (CF)	TOTAL VOLUME (CF)
A	678	724	1,402
B	2,995	2,875	5,870
C	N/A	1,220	1,220

RESOURCE PROTECTION INFORMATION

THE PROPERTY IS WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY. HOWEVER, THE SITE IS DEVOID OF NATURAL STEEP SLOPES, PONDEROSA PINES, AND FLOOD PLAINS, THEREFORE, ELIMINATING THE NEED FOR A STAND ALONE NATURAL RESOURCE PROTECTION PLAN.

FLOOD PLAIN INFORMATION

THE PROJECT SITE IS NOT IN A FEMA FLOODPLAIN.



FIRE HYDRANT/FDC LAYOUT

SCALE: 1"=80'

GRAPHIC SCALE
40 0 20 40 80
HORIZONTAL SCALE 1"= 40'

NORTH

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

NO:	DATE:	ITEM:
		REVISIONS

The WLB Group INC.
Engineering • Planning • Surveying
Landscape Architecture • Water Resources
Offices located in: Tucson, Phoenix, Flagstaff, and Las Vegas, NV.
500 N. Beaver Street, Flagstaff, AZ 86001
PH.(928) 779-1500

AFFORDABLE HOUSING
FLAGSTAFF SCATTERED SITES
THE POINTE AT LONE TREE
CIVIL SITE PLAN

ERIC J. WEIDINGER 28804 REGISTERED PROFESSIONAL ENGINEER STATE OF ARIZONA Civil

DESIGNED BY: EW
DRAWN BY: TR
CHECK BY: EW
DATE: MARCH 2019
BY:
DATE:

PROJECT NO.
318002B003

SHEET
C1

N:\318002B003_Site 3 Pointe Design\dwg\Cut Shts\Improvement\Site Plan\Civil Site Plan.dwg, 3/6/2019 1:38:03 PM, AutoCAD PDF (General Documentation).pc3

NORTH ELEVATION - BUTLER AVENUE

3/32" = 1'-0"

EAST ELEVATION - LONE TREE ROAD

3/32" = 1'-0"

EAST ELEVATION - LONE TREE ROAD

3/32" = 1'-0"

LEGEND

	A	COLOR :SW 9105 "ALMOND ROCA" MFR: SHERWIN-WILLIAMS LRV-25%
	B	COLOR :SW 6179 "ARTICHOKE" MFR: SHERWIN-WILLIAMS LRV-21%
	C	COLOR :SW 7578 "BORSCHT" MFR: SHERWIN-WILLIAMS LRV-6%
	D	ASPHALT SHINGLES
	E	SPLIT FACED CMU - GREY
	F	COLOR :SW 7068 "GRIZZLE GRAY" MFR: SHERWIN-WILLIAMS

PROJECT

NO. 17-2030-00

LONETREE COLLECTION

303 S. Lone Tree Rd.
Flagstaff, Arizona

CLIENT

BRINSHORE DEVELOPMENT
666 Dundee Road, Ste. 1102
Northbrook, IL 60062
847-562-9400 p
847-562-9401 f

SEAL

REGISTERED ARCHITECT
CERTIFICATE NO.
13467
GARY D. TODD
3-7-19
Date Signed
ARIZONA U.S.A.

CONTACT

TODD & ASSOCIATES, INC.
Critical Thinking • Creative Design
Architecture Planning
Landscape Architecture
4019 North 44th Street
Phoenix, AZ 85018
602-952-8280p 602-952-8995f
www.toddassoc.com

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DATA

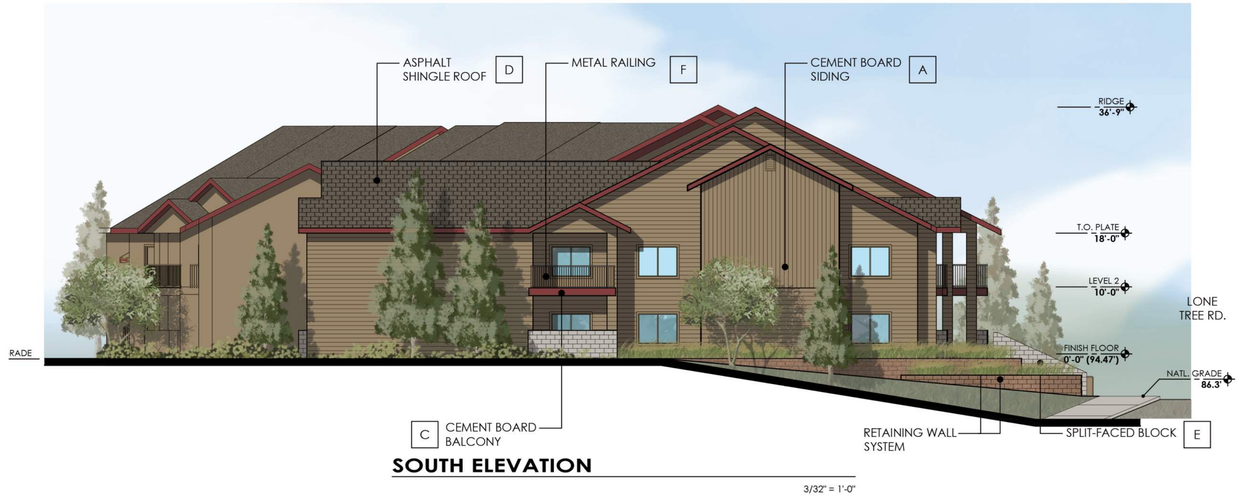
DATE
3-7-19

Proj Mgr.
Dwn By:

2ND SITE PLAN SUBMITTAL

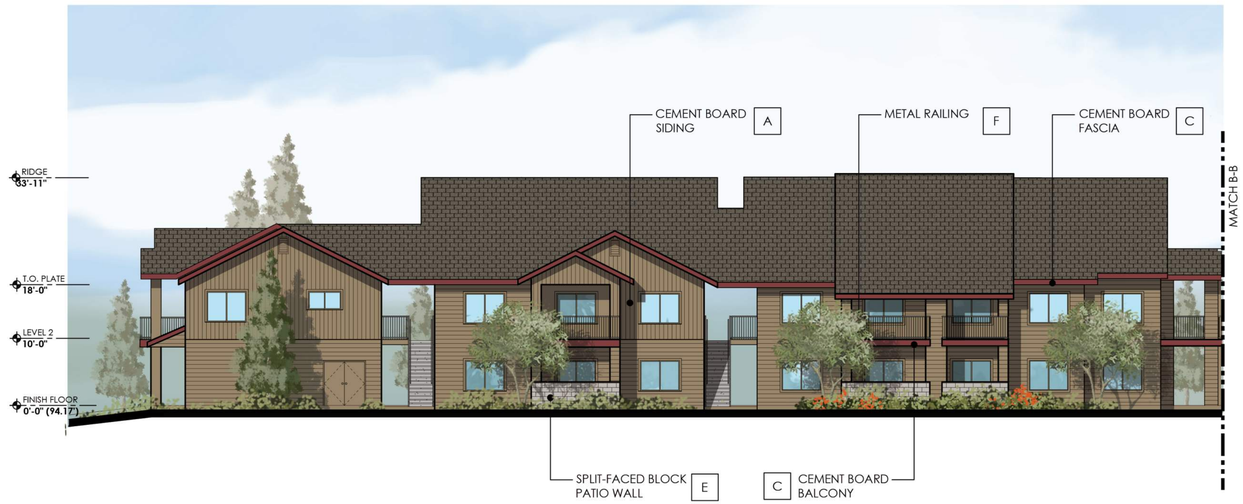
BUILDING ELEVATIONS

A3.1.1



SOUTH ELEVATION

3/32" = 1'-0"



WEST ELEVATION - ELDEN STREET

3/32" = 1'-0"

WEST ELEVATION - ELDEN STREET

3/32" = 1'-0"

LEGEND

	A	COLOR :SW 9105 "ALMOND ROCA" MFR: SHERWIN-WILLIAMS LRV-25%
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DATA

DATE
3-7-19

Proj Mgr.
Dwn By:

2ND SITE PLAN SUBMITTAL

BUILDING ELEVATIONS

A3.1.2

14. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Shane Dille, Deputy City Manager
Date:	04/29/2019
Meeting Date:	05/07/2019

TITLE

Northern Arizona Intergovernmental Public Transportation Authority's (NAIPTA) Update On Its Downtown Connection Center Project (DCC)

STAFF RECOMMENDED ACTION:

Discussion item only. No staff recommendation at this time.

EXECUTIVE SUMMARY:

Since 2009, Mountain Line has operated the DCC under an Intergovernmental Agreement (IGA) and Licensing Agreement with the City of Flagstaff for use of City-owned parcels. From that time to present Mountain Line operations have grown, not only in ridership from the DCC location but also in the size and number of buses, to a point where the use of the present site itself is now beyond its physical capacity to adequately serve the growing operational needs of Mountain Line.

In FY 2018, NAIPTA applied for and received a $6.7 million Federal Transit Administration grant (80/20 split Federal/Local) for the acquisition, design, and construction of a new DCC.

The purpose of this discussion item is to provide the City Council with an update on NAIPTA's Downtown Connection Center for Mountain Line Transit Services.

INFORMATION:

See the attached memo update from NAIPTA for background and additional information.

Attachments: NAIPTA Memo Update
Phoenix Location Site Map
NAIPTA Presentation

Northern Arizona Intergovernmental Public Transportation Authority
3773 N. Kaspar Drive · Flagstaff, AZ 86004 · 928-679-8900 · FAX 928-779-6868 · www.mountainline.az.gov

NAIPTA MEMORANDUM

DATE: April 23, 2019

TO: The Honorable Mayor and City Council

FROM: Erika Mazza, NAIPTA CEO & General Manager
Co-Submitter: Kate Morley, NAIPTA Development Director

SUBJECT: Mountain Line Downtown Connection Center (DCC) Project

Background and Existing Conditions:
The Downtown Connection Center (DCC) is identified on Mountain Line's 2019 Strategic Work Plan as the primary capital project in order to expand and enhance public transit service within the community.

Since 2009, Mountain Line has operated the Downtown Connection Center (DCC) under an Intergovernmental Agreement (IGA) and licensing agreement with the City of Flagstaff for use of City owned parcels on Phoenix Avenue. This transit hub serves approximately 52,000 riders monthly and has upwards of 300 buses accessing the site daily at our current level of service.

The Phoenix Avenue site is a central location with good proximity to rider origins and destinations, but over the years Mountain Line has outgrown the existing facility. Bus access via the current roadway configuration is a challenge and creates operational inefficiencies due to narrow lanes, conflicts with parking, and circuitous southbound bus routing. Buses also have to share ingress/egress driveways with vehicles accessing the City public parking lot. This mixing of buses with car circulation at a transit hub is not best practice for safety due to the large number of pedestrians and turning movements for buses nor for efficiency due to delayed movements.

The existing DCC has capacity for nine buses at two curb islands and two on-street loading zones developed for 30' buses, that were in operation in 2009. Mountain Line currently operates 40' and 60' buses and has made minor accommodations and upgrades to fit our new fleet into the existing DCC. The existing loading zones have no additional capacity for transit service expansion, as Mountain Line already operates nine routes and is looking to add a tenth route in August; Under our current conditions, Mountain Line has to get creative about connection schedules and bus dwell locations.

The existing DCC has minimal amenities for riders and drivers. A portion of the existing City building (formerly Home Alternatives) is used for a driver comfort station with restrooms/breakroom for staff. Aside from two bus shelters, there are no customer service or amenities for patrons.

Due to these limitations, in FY2018, NAIPTA applied for and received a $6,777,938 Federal Transit Administration (FTA) Section 5307/5339 grant (80% federal/20% local) awarded through ADOT for acquisition, design and construction of a new DCC. Depending on real estate acquisition costs and program scoping, additional funding may be necessary to complete construction.

Downtown Connection Center Needs and Programming

Mountain Line has identified the following items as key elements of the new DCC:

- Provide essential site control over ingress/egress of buses and functional uses. Mountain Line has a preference to own “fee simple” land or 99-year or other long-term lease, as the FTA requires longevity/secured interest as a component of federal investment.
- Develop an inviting, welcoming space for customers with focus on safety and security and a context-sensitive, sustainable design.
- Provide customer service office(s), safety/operations supervisor offices with minimum footprint of 3,500-5,000 square foot building.
- Separate transit operations from personal vehicles and provide for long-term service expansion with capacity for up to 15 bus bays.

Additional items have been identified as desired, but not required:

- Revenue generation component such as building space for future partnership opportunities including retail, office or other uses to be determined.
- NAIPTA Administrative offices with the possibility of conference or community space.
- Opportunities for other transportation modes such as bike share, car share and/or ride hailing services, connection with regional services, bike lockers, rider drop off and customer parking.
- Assist with community parking needs.
- Public art, community and civic space.
- Build with adaptive reuse in mind for future repurposing and programming flexibility.

Alternatives Analysis

Mountain Line is currently conducting an Alternatives Analysis to evaluate downtown locations. Based on programming, it was determined a permanent DCC would need ¾ to a full downtown block to accommodate needs.

With this site size in mind, an initial evaluation of possible locations in the downtown area was conducted. Mountain Line identified three locations with enough land area and is now in the process of using a screening criteria matrix to further evaluate the options. The site screening criteria include: site access for buses, pedestrians and bicycles: route network impacts;

DRAFT

appropriate land use and zoning; community support; railroad/utility impacts; environmental; cost; and existing ownership.

Mountain Line is before City Council as several properties identified for further screening are owned by the City. Mountain Line staff are specifically seeking Council input on and approval to continue to evaluate parcels along Phoenix Avenue between Milton and Beaver Street as an option for a permanent DCC (see map attached). Its unlikely the entire site would be utilized and emphasis for the connection center would be on the west end of the block.

Next Steps

Mountain Line and City of Flagstaff may enter into a Memorandum of Understanding (MOU) to identify roles and responsibilities of both parties for exploration of a permanent DCC at the Phoenix Avenue location.

Mountain Line will also continue to refine the site screening criteria and evaluation matrix to determine the preferred location out of all potential sites. Should the final preferred location be the properties along Phoenix Avenue, an IGA to further define development of the site would be initiated. Upon site selection, Mountain Line will engage the public in the specific attributes and features of the site, conduct a market analysis and environmental review to develop 30% plans for the site.

Time is of the essence to develop a new DCC due to the pending Rio de Flag Project. This construction will impact the current connection center, meaning plans for the permanent DCC need to be well ahead of the Rio de Flag Project.

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

Climate Action and Adaption Plan (implementation is a City Council Goal)

- STRATEGY 2. Prioritize, incentivize, and promote transportation by biking, walking, and transit.

Flagstaff Regional Plan

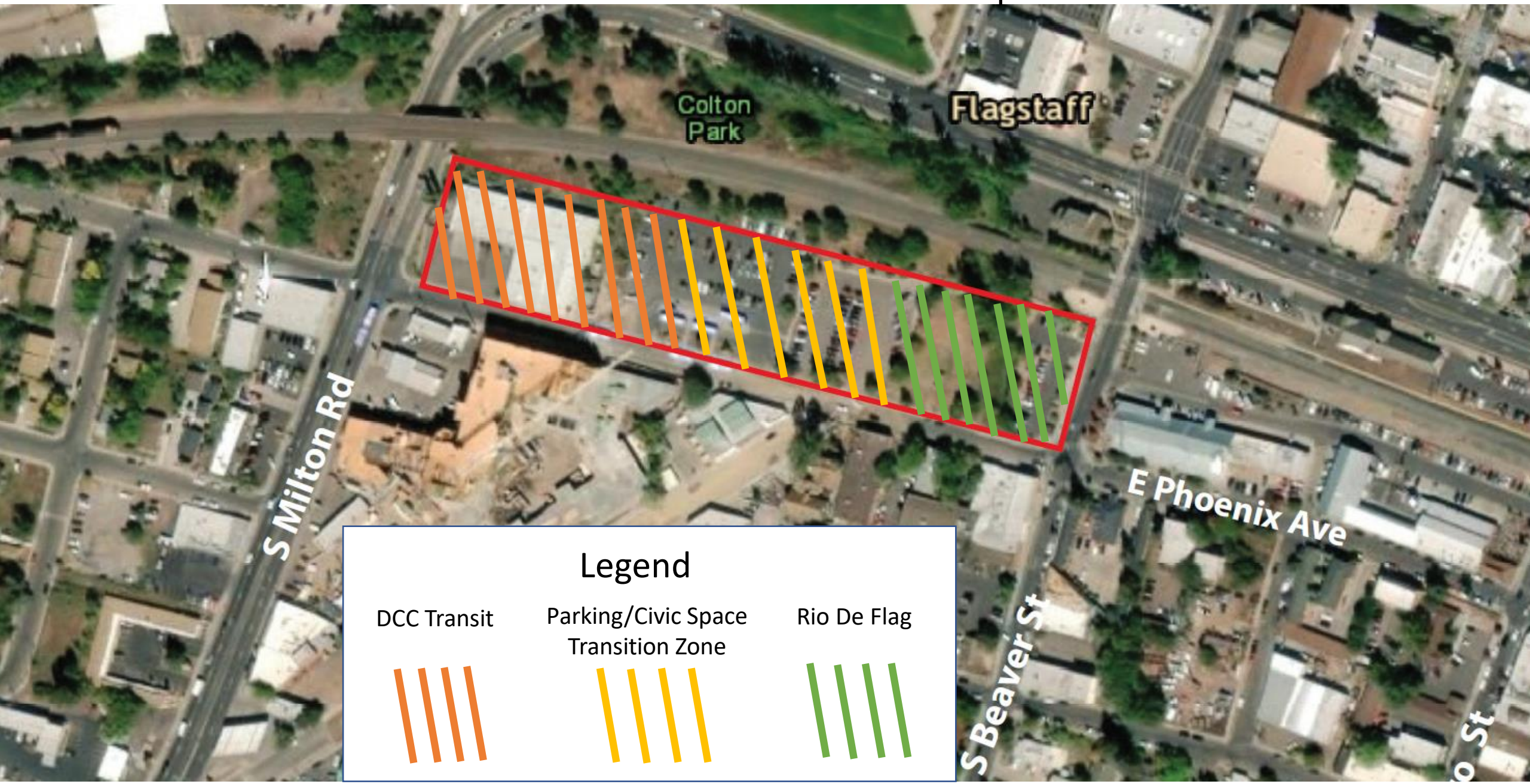
- Policy LU.5.5. Plan for and promote compact commercial development as activity centers with mixed uses, allowing for efficient multi-modal transit options and infrastructure.
- Policy T.1.7. Coordinate transportation and other public infrastructure investments efficiently to achieve land use and economic goals
- Goal T.7. Provide a high-quality, safe, convenient, accessible public transportation system, where feasible, to serve as an attractive alternative to single-occupant vehicles.
- Policy T.7.3. Support a public transit system design that encourages frequent and convenient access points, for various transportation modes and providers, such as private bus and shuttle systems, park-and-ride lots for cars and bicycles, and well-placed access to bus, railroad, and airline terminal facilities

DRAFT

Northern Arizona Intergovernmental Public Transportation Authority
3773 N. Kaspar Drive · Flagstaff, AZ 86004 · 928-679-8900 · FAX 928-779-6868 · www.mountainline.az.gov

DRAFT

Downtown Connection Center – Site Option



Mountain Line
Downtown Connection Center (DCC)

May 7, 2019

Overview of Presentation

- DCC History
- DCC Needs
- Project Delivery
- Programming
- Alternatives Analysis
- Design Options
- Next Steps

DCC History

- Located on Phoenix Ave: city owned property
- At MAXIMUM capacity
- Challenging access for buses and patrons
- Lacks customer amenities

	2008	2019
Total Annual Riders	1,000,000	2,500,000
Routes	6	10
Buses	30’	40’ and 60’
Buses per day	158	355

DCC Needs

- **LOCATION, LOCATION, ACCESS:** sited in a highly accessible core downtown location with compatible existing and future land use
- **Compatible** with existing and future land use to optimize ridership and economic vitality
- **Accommodate** future transit services
- **Provide** opportunities for multimodal services including bike share, transportation network companies (TNCs), inter-city routes, and regional transportation services (Amtrak/Flix/Greyhound)
- **Reflect** who we are and how we treat customers

Project Delivery

- **Scope:** Planning Phase (current)
  - Alternatives Analysis; Market Analysis, Environmental Clearance, Public Engagement, & Concept Design (30% Plans)
- **Schedule:**
  - Planning Phase: Concludes December 2019
  - Design Phase: 2020
  - Construction Phase: 2021; Certificate of Occupancy Early 2022
- **Budget:** FTA Grant $6.7M
  - Strategy for additional construction funds: Federal grant(s), Joint Agency and Public Private Partnership funding strategies

Programming

Identified Needs:

1. Bus Bays (15 bays)
   - 3 stalls 60-foot Articulated
   - 12 stalls 40-foot Standard

2. Operator Comforts: restrooms/breakroom

3. Patron Amenities:
   - Customer Service Counter
   - Public restrooms
   - Lost/Found storage
   - Security offices
   - Concessions/Vending
   - Waiting Area

4. Parking: Staff, Kiss-n-Ride, Ride Share

5. Bike Facilities

Desired:

1. Capacity for regional transit and multimodal opportunities

2. Public Parking

3. Revenue Generation:
   - Community Space
   - Commercial/Retail

4. Partner Services

Alternatives Analysis

Table 12 Site Selection Ranking Summary

	Site 1	Site 2	Site 3
	Ranking by Category		
Category A - Contiguous Parcels	◑	●	◔
Category B - Site Access	◕	◑	◑
Category C - Land Use & Zoning	◕	◕	◑
Category D - Railroad & Utility Conflicts	●	◔	○
Category E - Environmental Concerns	◕	◔	◕
Category F - Bus Route Efficiency	◕	◕	◕
Category G - Sensitive Adjacent Parcels/Owners	◑	●	◕
Category H - Partnership Opportunities	◕	◕	◑
Category I - Site Characteristics	◕	●	●
Category J - Cost	◑	◕	◕
Total Weighted Score*	**313**	**296**	**274**

*Based on the points by metric, as shown in Table 11

Alternatives Analysis

Downtown Connection Center – Site Option

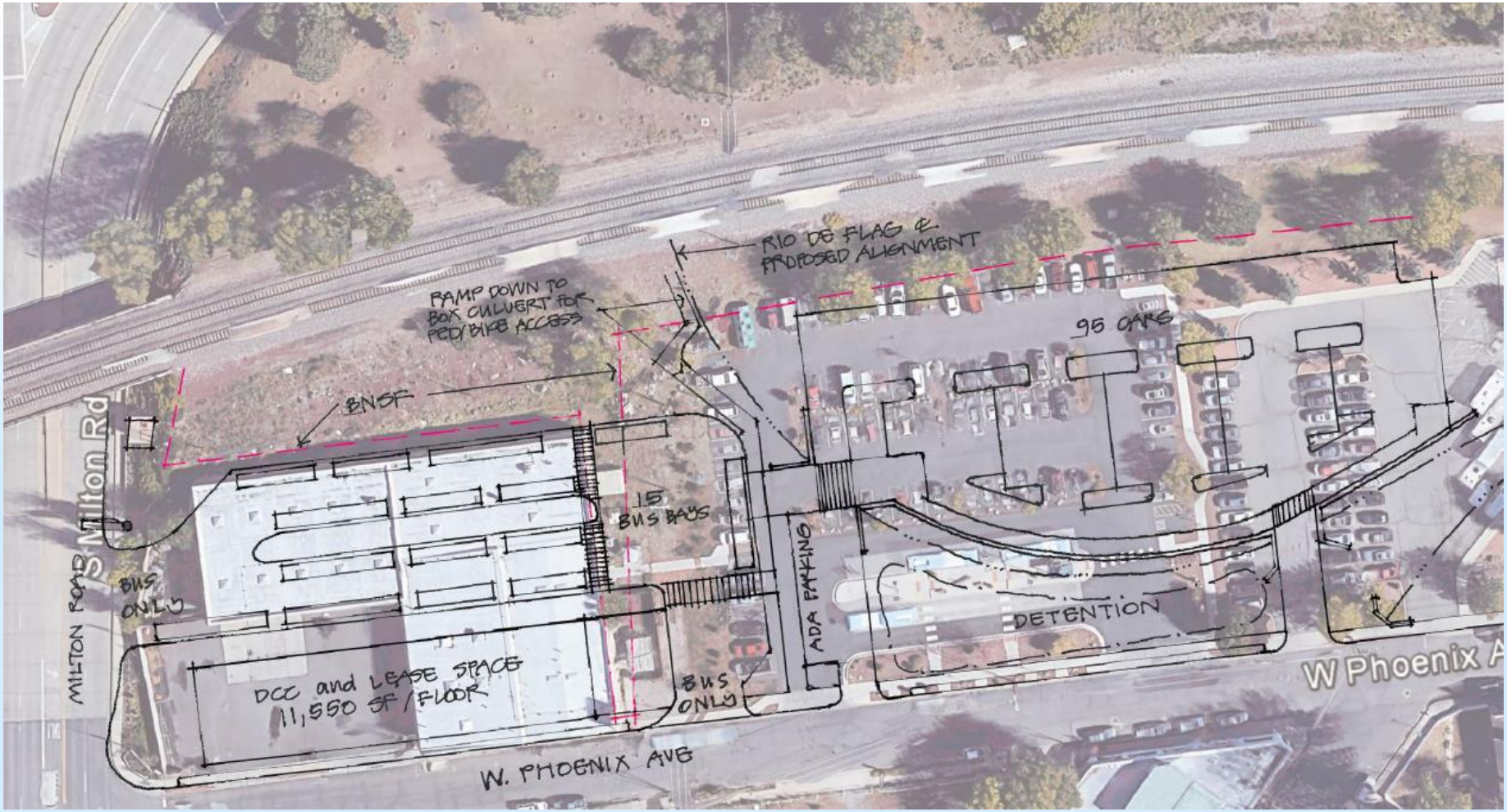
Strengths:

- Size
- Proximity to downtown
- Compatible land use

Challenges:

- Phoenix Access
- Rio de Flag
- BNSF

Alternatives Analysis
Concept of Feasibility



Design Options

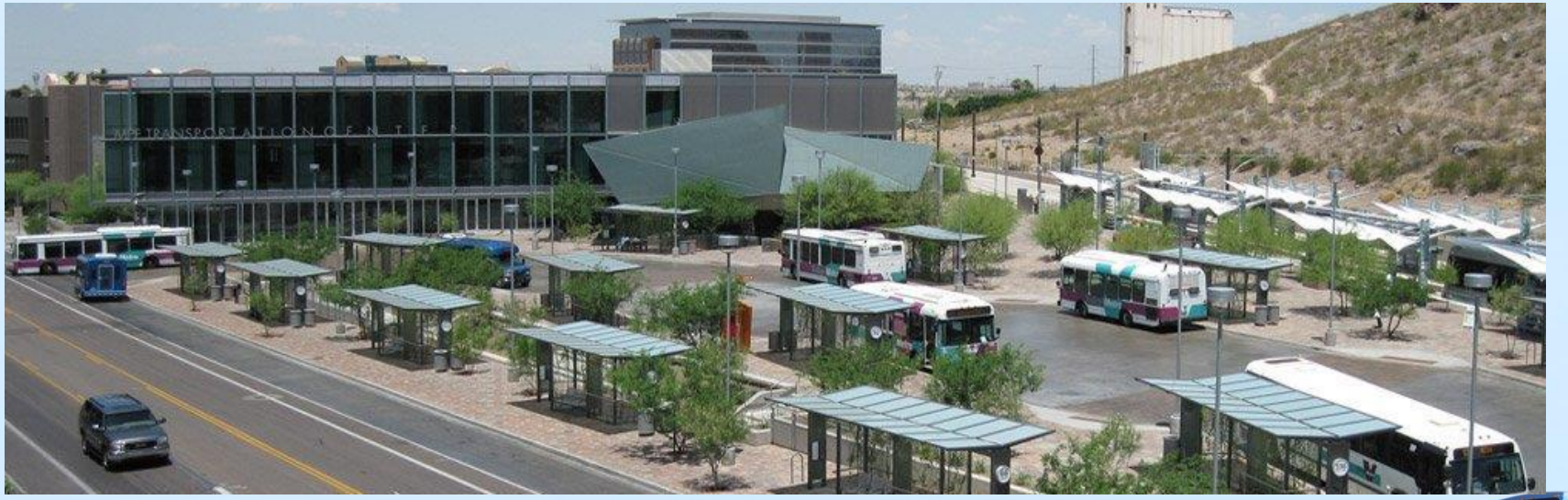
Single-Use Transit Facility

Design Options

Transit Facility with Retail Wrap

Design Options

Transit Facility with Office



Next Steps

Final Site Selection process:

- MOU for evaluation
- NEPA clearance
- Real Estate due diligence
- FTA concurrence

Final Site Selection:

- IGA/Acquisition agreement

Concept Development:

- Public involvement in scoping and design

Discussion

Is the City open to NAIPTA exploring the Phoenix Avenue site as a permanent Downtown Connection Center?

16. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	04/29/2019
Meeting Date:	05/07/2019

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Mayor Evans to place on a future agenda a discussion about the correlation between sales tax dollars on a non-local purchase in Flagstaff and quantifying what those dollars specifically could fund.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Mayor Evans has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are another two members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments:

16. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	04/29/2019
Meeting Date:	05/07/2019

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Whelan to place on a future agenda a discussion about a plastic sled ordinance to stop the sale of plastic sleds or to attach a tariff to the sale of plastic sleds to pay for cleanup

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: