CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
JANUARY 4, 2022

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

All City Council Meetings are live streamed on the city's website (https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings)

PUBLIC COMMENT

Verbal public comments may be given through a virtual public comment platform or in-person

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

VIRTUAL PUBLIC COMMENT WAITING ROOM

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

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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 through other technological means.

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

3. PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. PUBLIC PARTICIPATION

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

5. PROCLAMATIONS AND RECOGNITIONS

A. **Recognition:** High School Cross Country Teams

B. **Proclamation:** Speak Up, Stand Up, Save a Life Month

6. COVID-19 UPDATE

A. **COVID-19 Update**

STAFF RECOMMENDED ACTION:

This presentation is for informational purposes only.

7. COUNCIL LIAISON REPORTS

8. 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:** Library Board.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring November 2024.

9. CONSENT ITEMS

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

A. **Consideration and Approval of Contract:** Approve the cooperative purchase contract with Point & Pay for payment processing services in an amount not to exceed $320,000.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative purchase contract for payment processing services for various City of Flagstaff locations (which may include additional locations at a later date) with Point & Pay in an amount not to exceed $320,000; and
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Grant Award:** Healthy Forest Initiative Grant for Greater Flagstaff Area Healthy & Resilient Forest Project

STAFF RECOMMENDED ACTION:

Approve the Grant Agreement for the Greater Flagstaff Healthy & Resilient Forest Project for the Healthy Forest Initiative (HFI) Grant Program from the AZ Department of Forestry and Fire Management (DFFM) in the amount of $357,143 - $250,000 grant share is provided to a match of $107,143. Of the $107,143 match, $21,840 will be city staff time to manage the grant and $81,463 will be provided by private property owners for forest treatment work on their property.

C. **Consideration and Approval of Contract:** Cooperative Purchase Contract with Beta Public Relations in the amount of $67,031.04.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Beta Public Relations in the amount of $67,031.04; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** Service contract with Altice (aka SuddenLink) to provide internet, and point to point network connectivity with City Hall and city infrastructure for a three year term, not to exceed $97,200 total.

STAFF RECOMMENDED ACTION:

Approval of service contract with Altice, allowing for fiber optic connection between Law Enforcement Administration Facility (LEAF) (Flagstaff Police Department (FPD) side) and City Hall buildings, as well as a new internet connection for FPD; and authorize the City Manager to execute the necessary documents.

10. ROUTINE ITEMS

A. **Consideration and Approval:** 2022 Legislative Priorities

STAFF RECOMMENDED ACTION:

Staff is requesting that the City Council review and approve the 2022 State and Federal Legislative Priorities.

B. **Consideration and Approval:** Revised Economic Recession Plan

STAFF RECOMMENDED ACTION:

Review and approve the revised Economic Recession Plan.

C. **Consideration and Approval of BNSF Railway Preliminary Engineering Agreement:** Lone Tree Overpass Project Construction Document Review.

STAFF RECOMMENDED ACTION:

1. Approve the Lone Tree Overpass Project (Project) Preliminary Engineering Agreement (Agreement) with BNSF Railway (BNSF) in the amount of $78,601; and
2. Authorize the City Manager to execute the necessary documents.

11. PUBLIC HEARING ITEMS

A. **Public Hearing and Consideration of Ordinance No. 2022-01:** An Ordinance of the City Council of the City of Flagstaff, extending and increasing the corporate limits of the City of Flagstaff pursuant to the provisions of Title 9, Chapter 4, Arizona Revised Statutes, by annexing approximately 10.05 acres of land located at 7000 North Highway 89, which certain land is contiguous to the existing corporate limits of the City of Flagstaff, and establishing city zoning for said land as Highway Commercial (HC) with a Resource Protection Overlay (RPO); providing for severability, authority for clerical corrections, and establishing an effective date. ***(Flagstaff Rehab Campus Annexation: Project Number PZ-20-00164-03).***

STAFF RECOMMENDED ACTION:

At the January 4, 2022 Council Meeting:
1) Hold Public Hearing
At the January 18, 2022 Council Meeting:
2) Read Ordinance No. 2022-01 by title only for the first time
3) City Clerk reads Ordinance No. 2022-01 by title only (if approved above)
At the February 1, 2022 Council Meeting:
4) Read Ordinance No. 2022-01 by title only for the final time
5) City Clerk reads Ordinance No. 2022-01 by title only (if approved above)
6) Adopt Ordinance No. 2022-01

12. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2022-01:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement (IGA) between Flagstaff Unified School District and the City of Flagstaff for storm water detention and drainage improvements at Killip Elementary School.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-01 by title only
2) City Clerk reads Resolution No. 2022-01 by title only (if approved above)
3) Adopt Resolution No.2022-01

13. PUBLIC PARTICIPATION

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

15. 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 _____, 2022.

_____
Stacy Saltzburg, MMC, City Clerk

6. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Shannon Anderson, Deputy City Manager
Date:	12/27/2021
Meeting Date:	01/04/2022

TITLE
COVID-19 Update

STAFF RECOMMENDED ACTION:

This presentation is for informational purposes only.

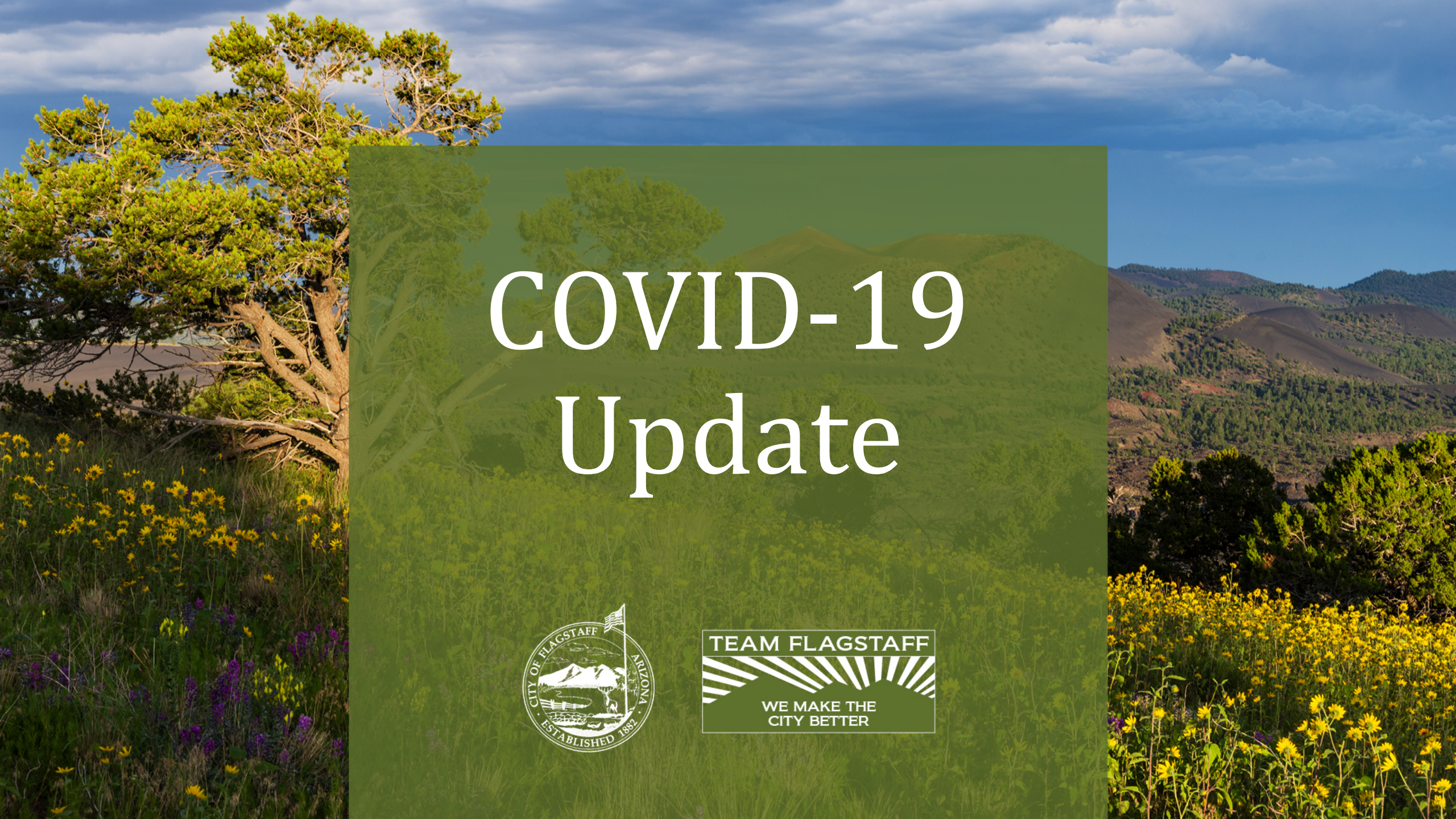
EXECUTIVE SUMMARY:

City staff will present the updated COVID-19 dashboard data. Dr. Engelthaler will be present to provide an update to City Council on the pandemic and variants of concern.

INFORMATION:

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

Attachments: Presentation
Dr. Engelthaler Presentation


COVID-19
Update
CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882
TEAM FLAGSTAFF
WE MAKE THE
CITY BETTER

Agenda

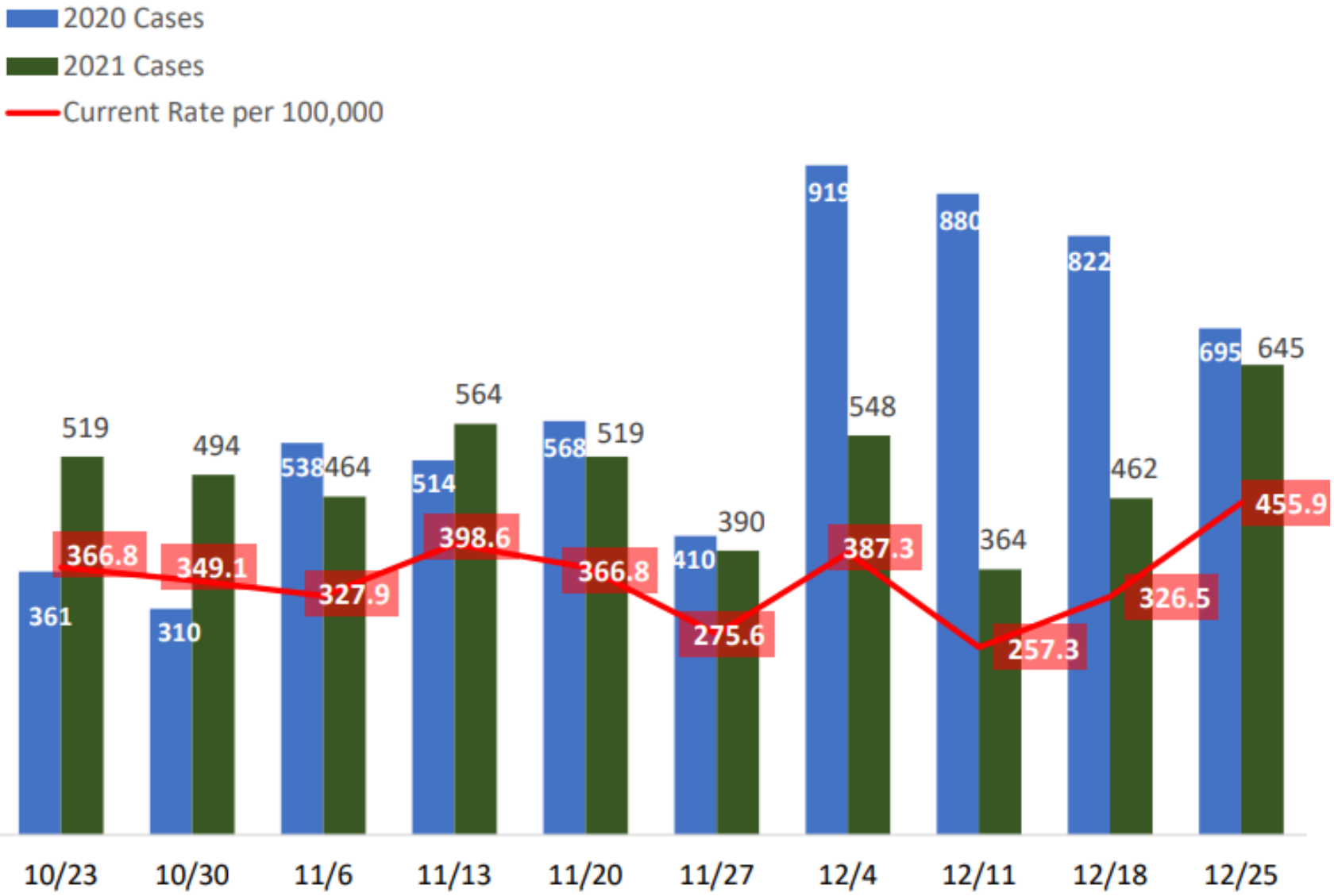
- Dr. Engelthaler Update
- The Data
  - Coconino County Health and Human Services (CCHHS) dashboard
  - Northern Arizona Healthcare (NAH) hospital census
  - Navajo Nation
  - Hopi Tribe

Welcome
Dr. Engelthaler

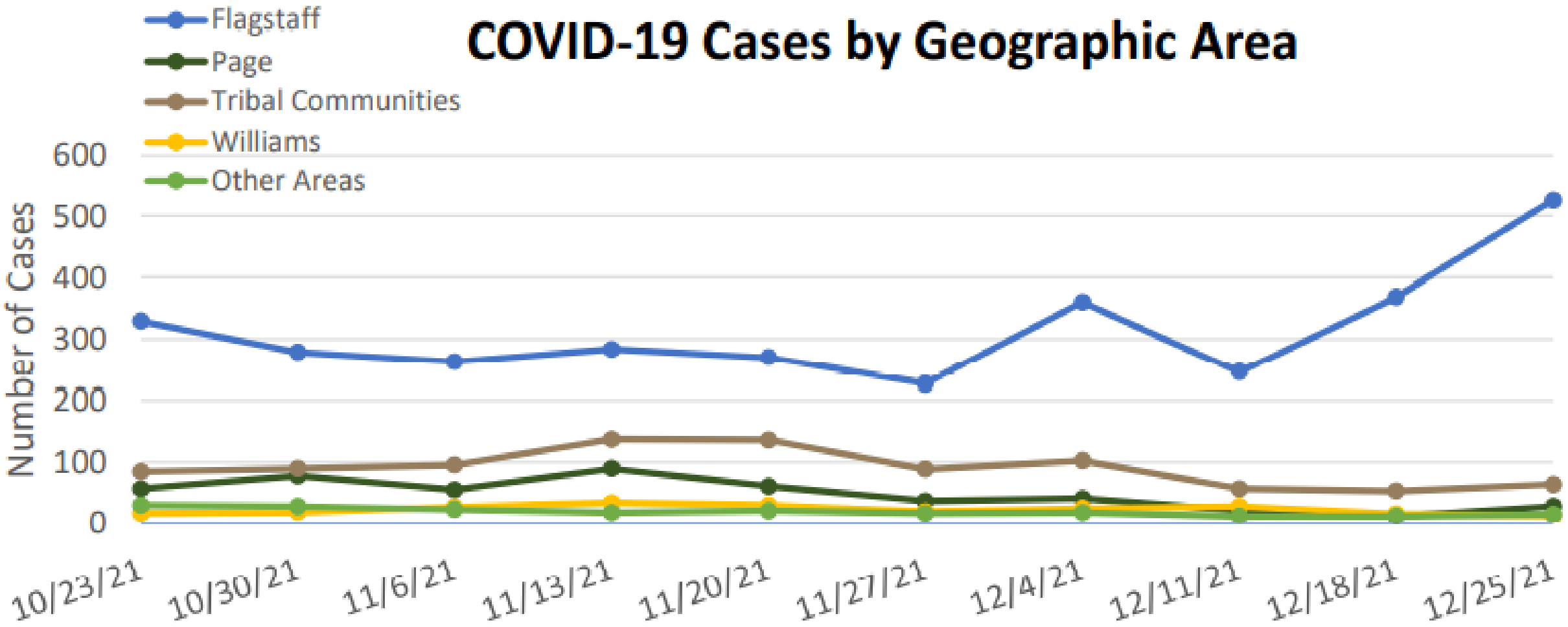
TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

CCHHS: COVID-19 Weekly Cases

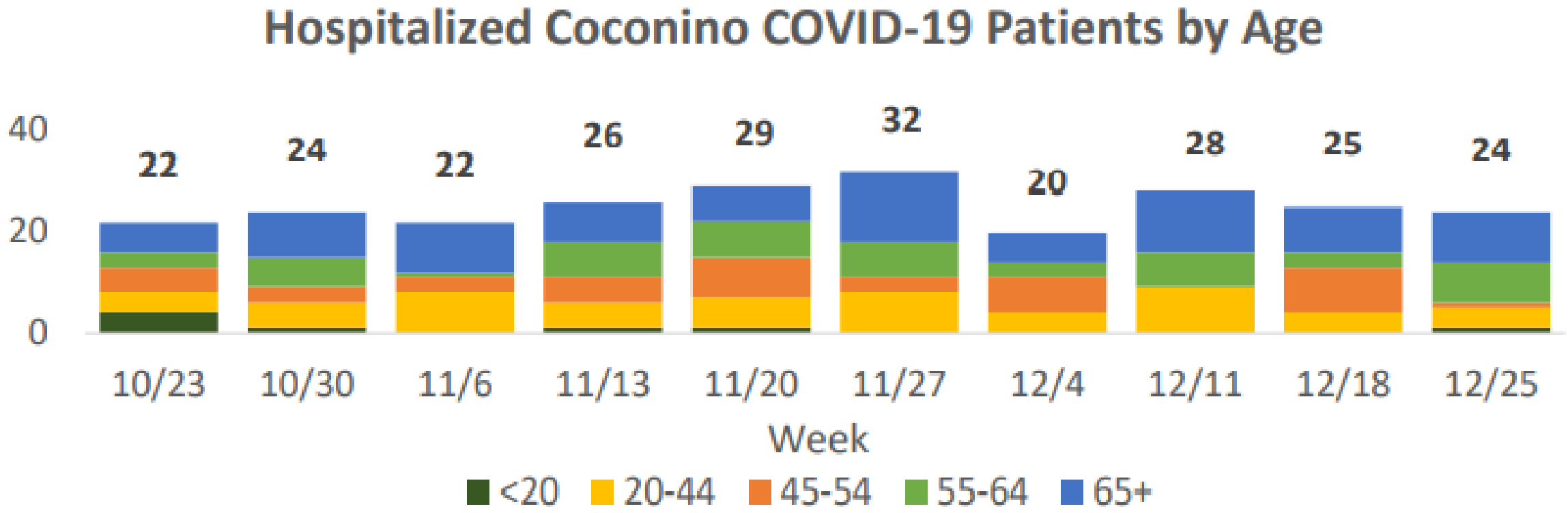


CCHHS: COVID-19 Weekly Cases



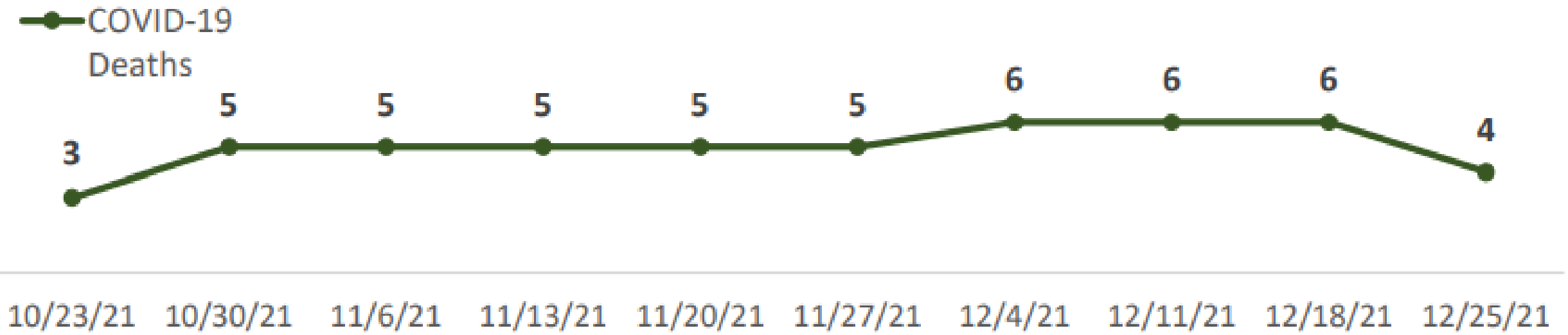
CCHHS: Hospital Admissions

Weekly Case Counts Among Coconino County Residents:



CCHHS: COVID-19 Related Deaths

Weekly COVID-19 Deaths Among Coconino County Residents:



CCHHS: Community Transmission

Community Transmission

Coconino County is currently at a **High** ** level of community transmission.

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

CCHHS: Community Vaccination

Doses in Coconino

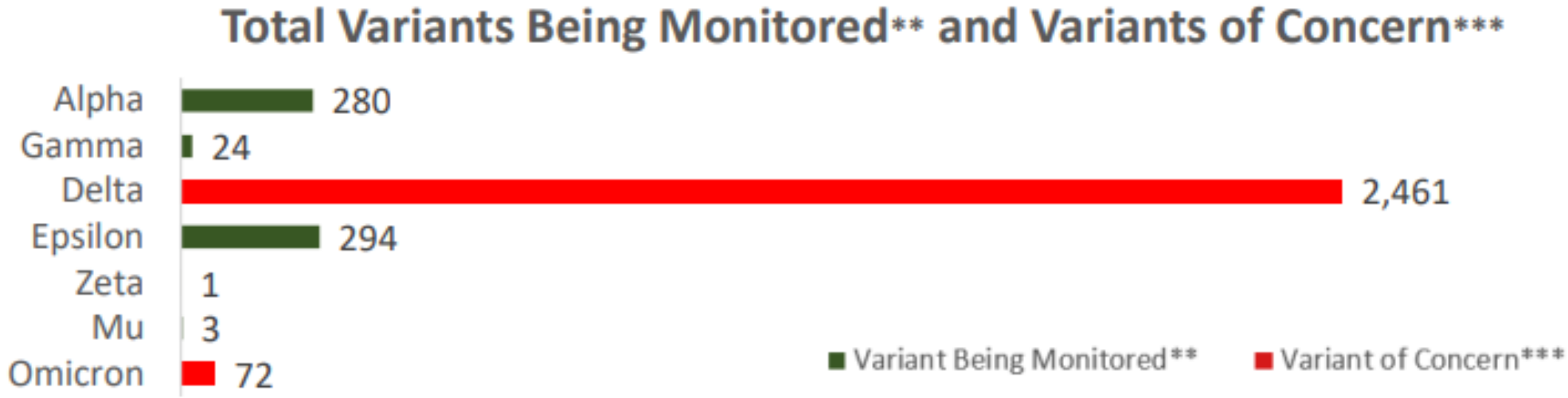
Total number of COVID-19 vaccine **doses administered:**	208,470
Total number of **doses reported yesterday:**	77

People in Coconino

Total number of **people** who have received **at least one dose** of COVID-19	95,712
Percent of people vaccinated:	65.0%
Percent of *eligible* people vaccinated:	68.8%
Number of people who are **fully vaccinated** against COVID-19:	84,422

CCHHS: Variants

COVID-19 Variants:



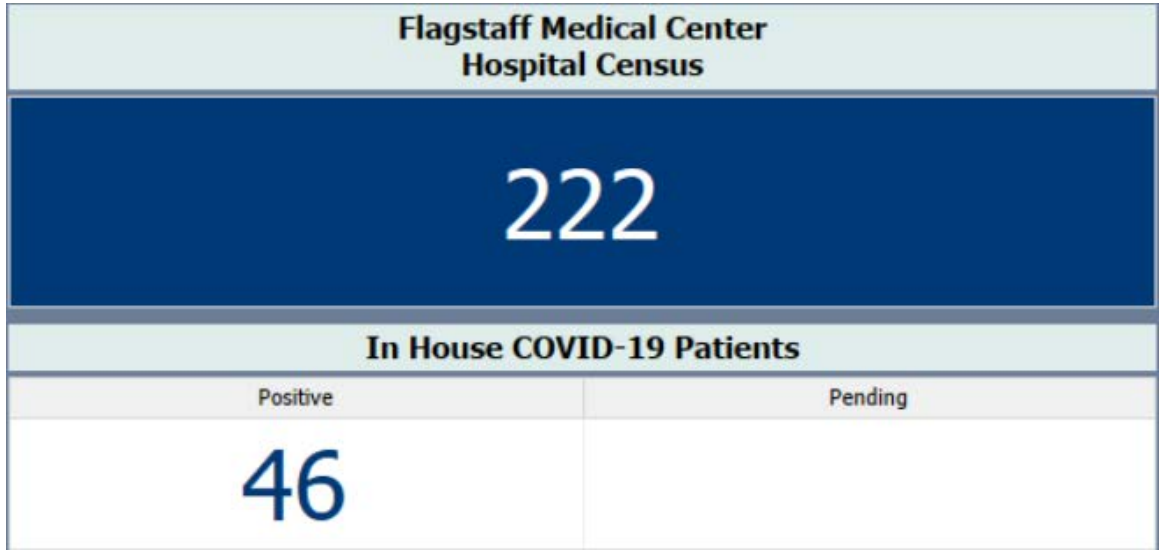
***Variants Being Monitored include variants for which there are data indicating a potential or clear impact on approved or authorized medical countermeasures or that has been associated with more severe disease or increased transmission but are no longer detected or are circulating at very low levels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

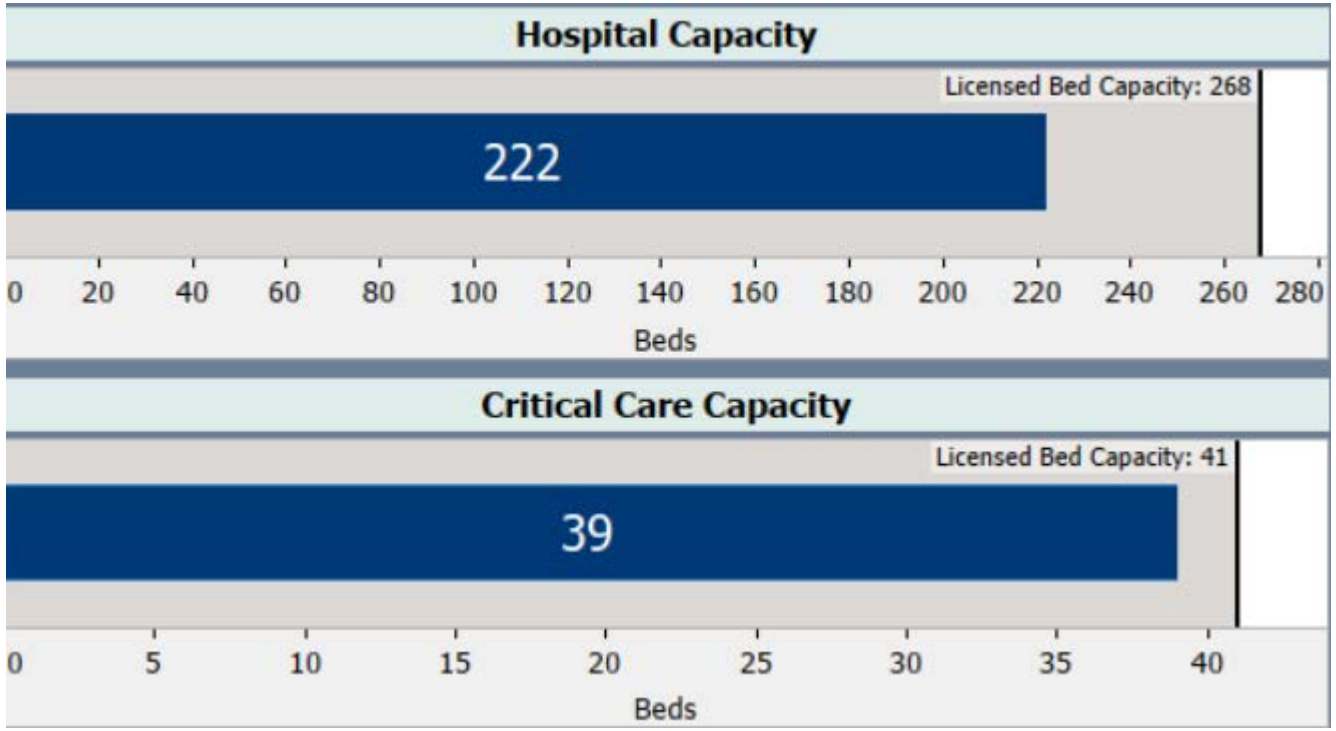
**** Variants of Concern include variants for which there is evidence of an increase in transmissibility, more severe disease (e.g., increased hospitalizations or deaths), significant reduction in neutralization by antibodies generated during previous infection or vaccination, reduced effectiveness of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

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

SARS-CoV-2 Variant Classifications and Definitions (cdc.gov)

NAH: Hospital Census



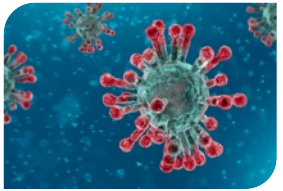


Data as of January 3, 2022

Council Questions & Discussion

TEAM FLAGSTAFF

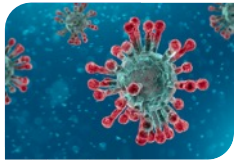
WE MAKE THE CITY BETTER



Omicron:
Black Clouds and Silver Linings

D. Engelthaler
TGen
01/04/2022

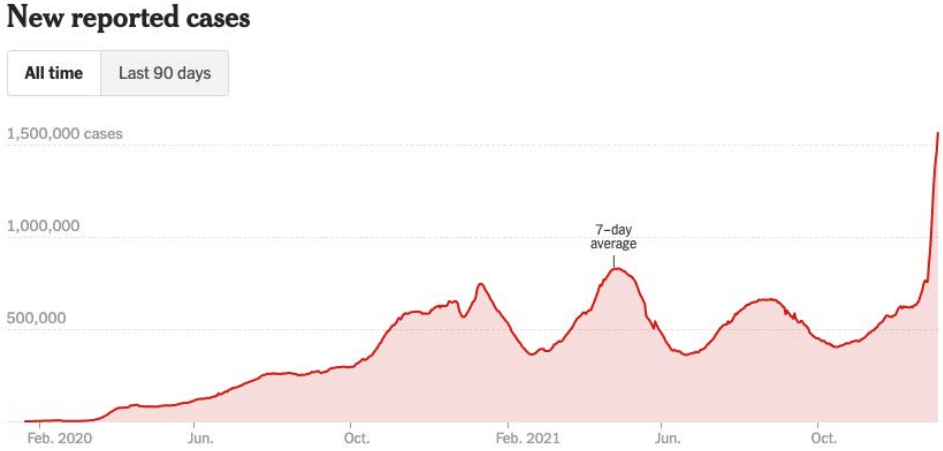
Thanksgiving 2021



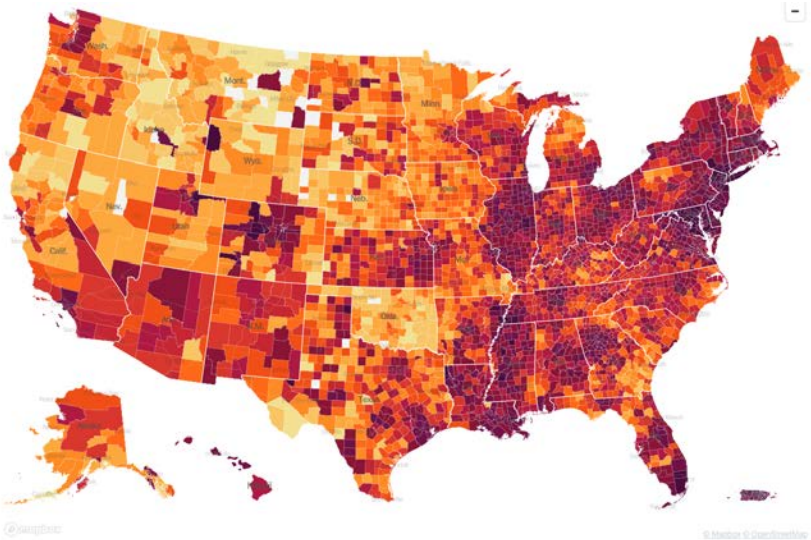
- South African Officials alerted the world that a new variant was rapidly spreading in the region
  - Seemed to outcompete Delta
  - Spread faster than Delta
  - Evade some immunity from vaccines
  - Infecting younger populations
  - Seemed to cause milder illness over all
- World promptly banned travel from South Africa to stop the spread …

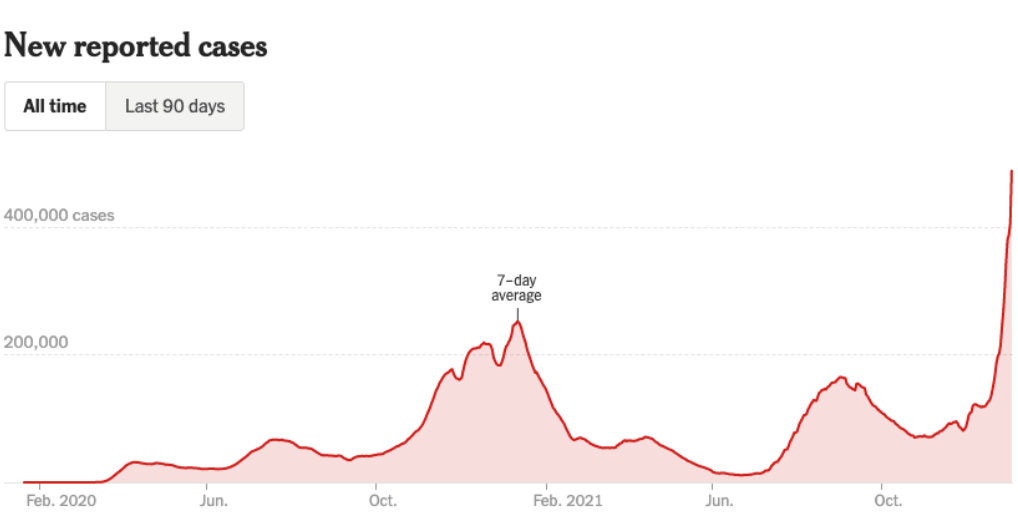
Global Omicron - 01/04/2022



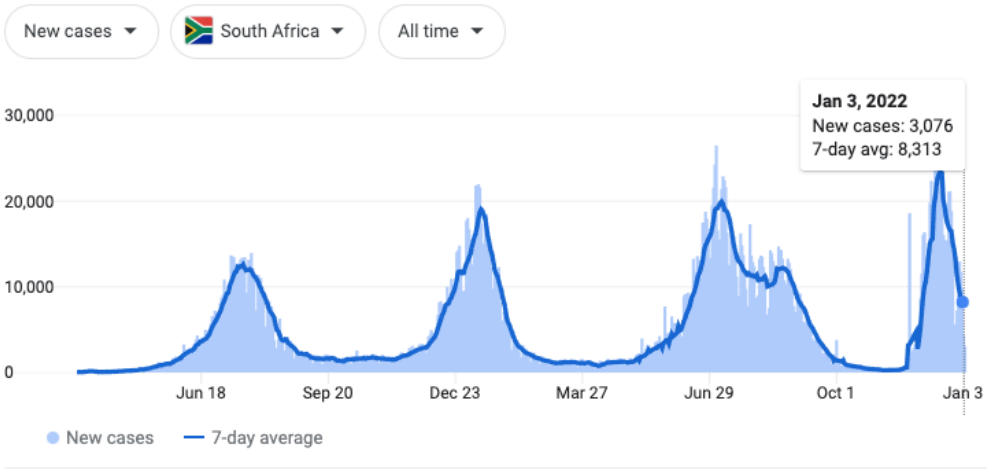


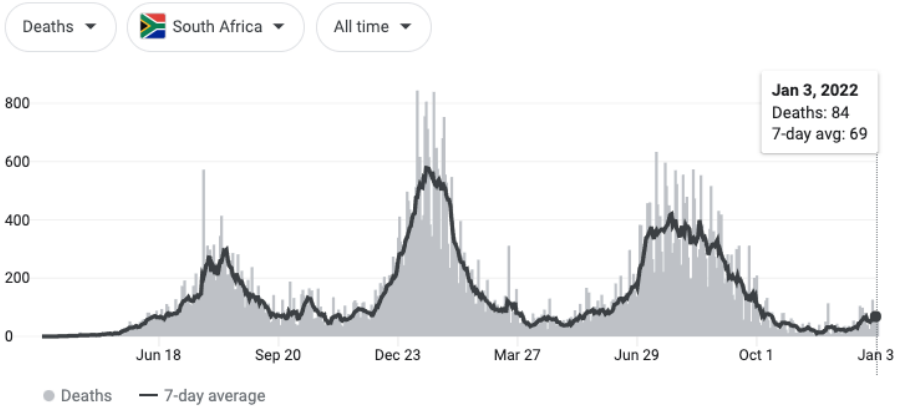
Omicron in the US - 01/04/2022



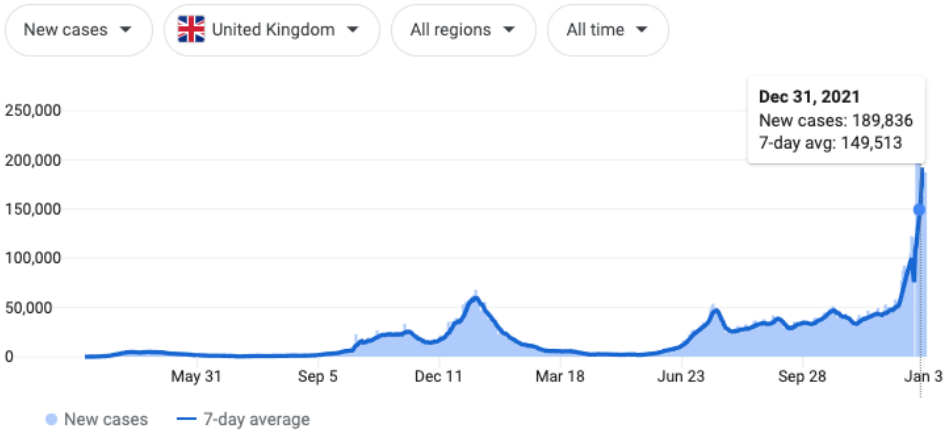


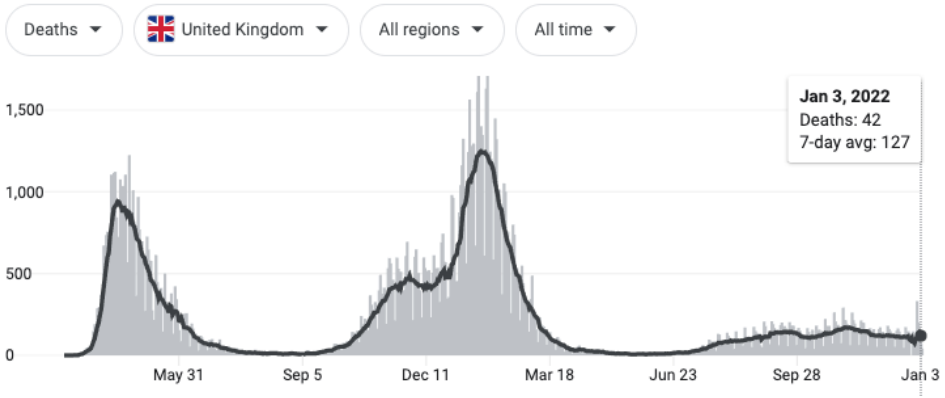
Omicron in South Africa - 01/04/2022



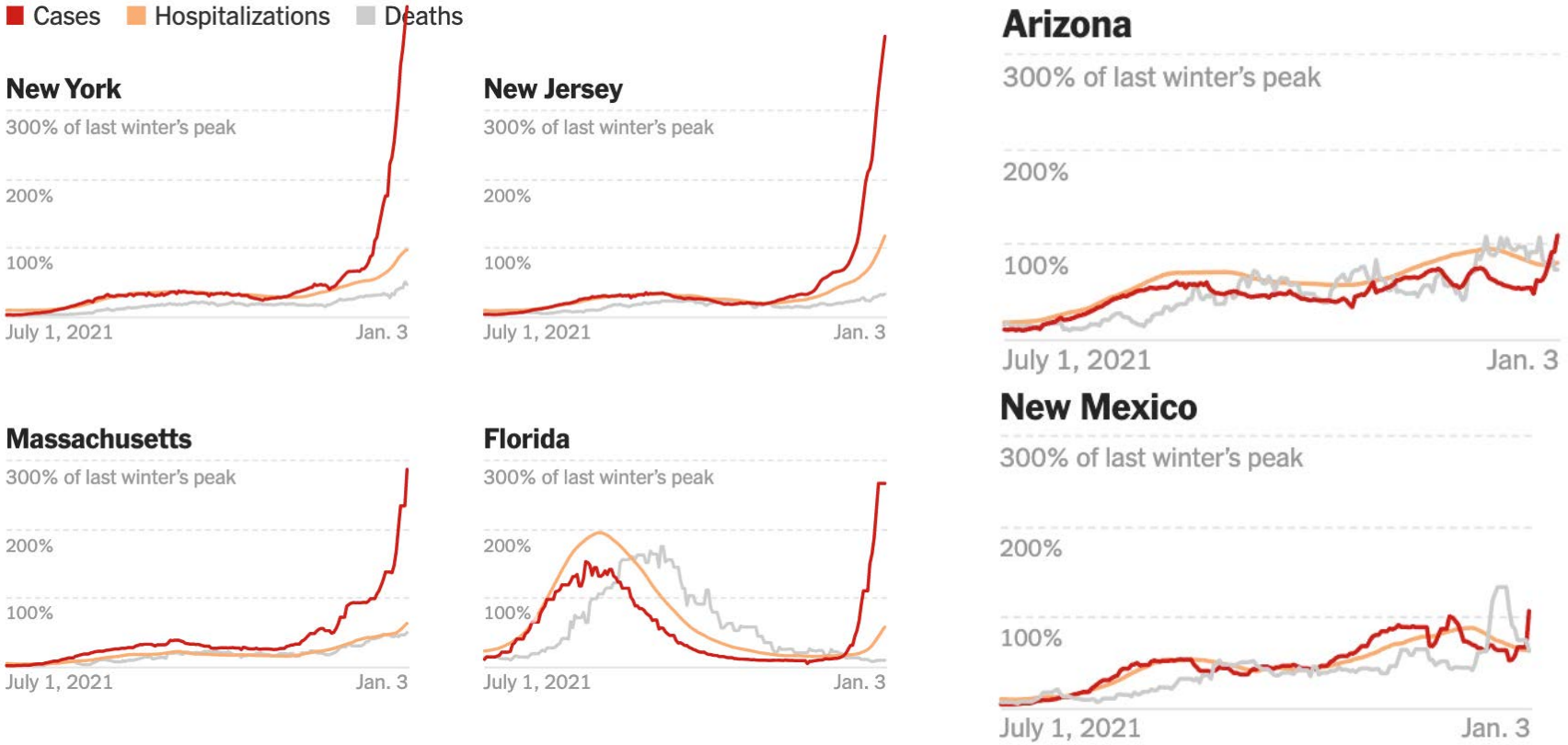


Omicron in UK - 01/04/2022



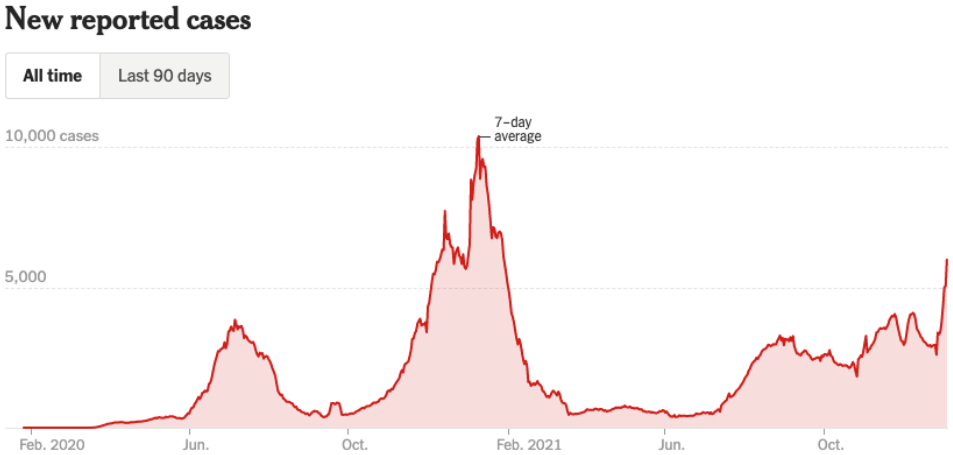


The Omicron Trajectory

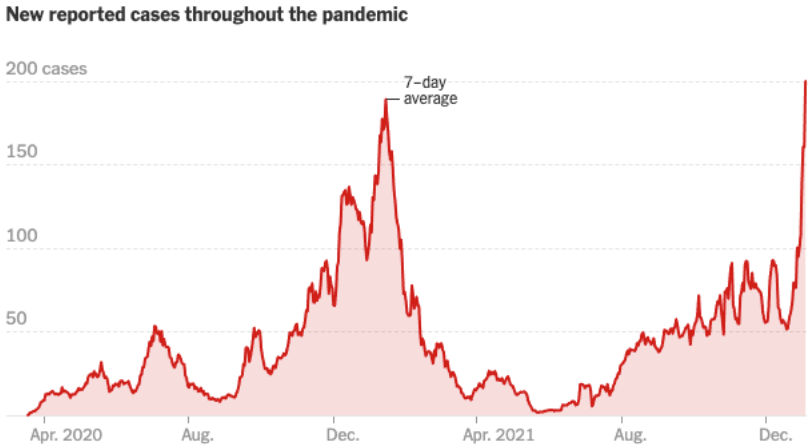


COVID: AZ and Coconino

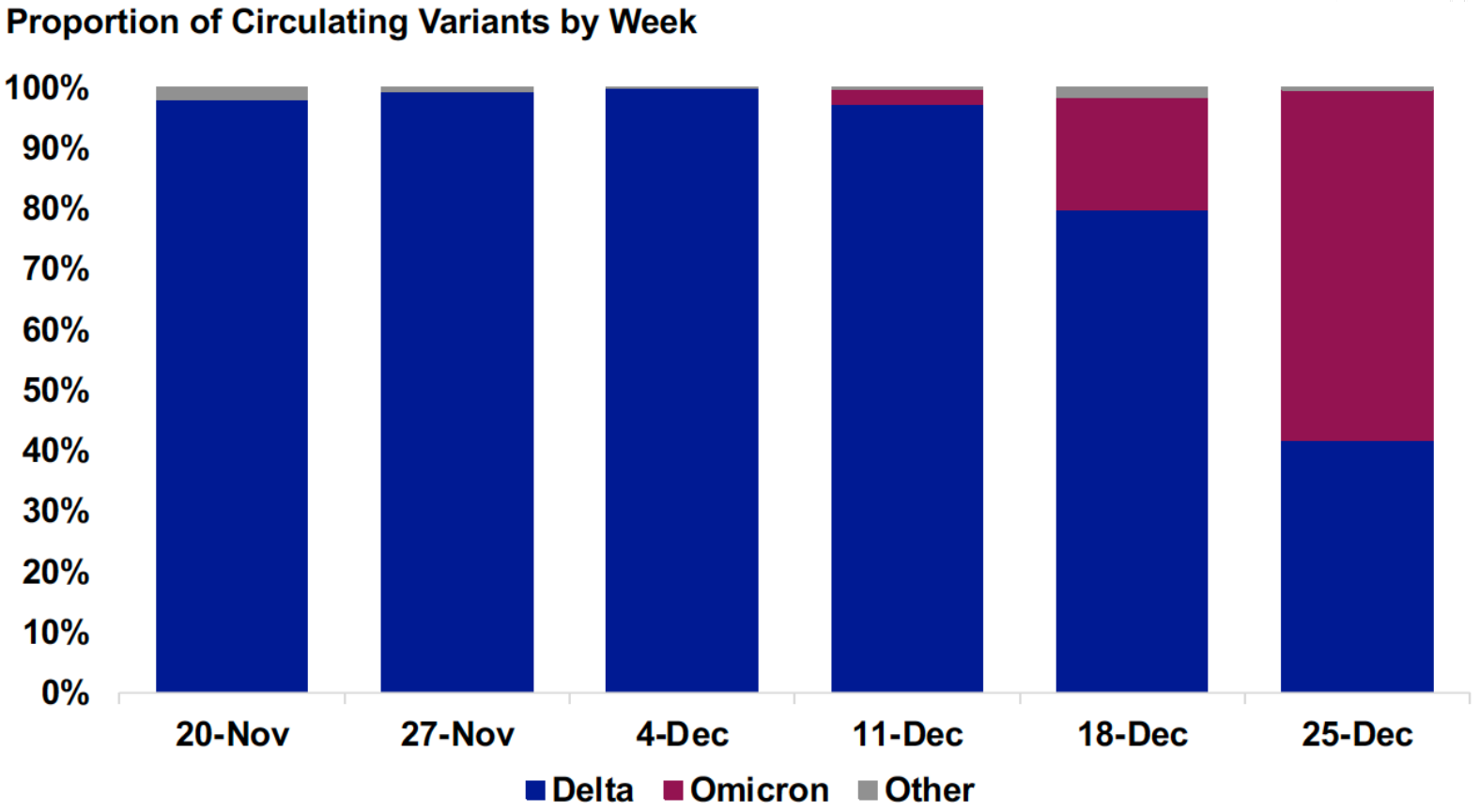
Arizona



Coconino



AZ Variant Surveillance



AZ Omicron by Week (01/04/2022)

Count and Proportion of Circulating Variants by Week

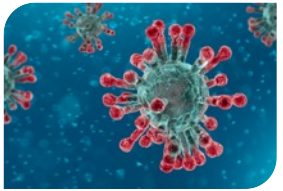
Date (end of week)	Omicron Count	Omicron Proportion	Delta Count	Delta Proportion	Total Weekly Genomes
20-Nov	0	0.00%	1814	98.11%	1849
27-Nov	0	0.00%	1497	99.40%	1506
4-Dec	0	0.00%	1622	99.88%	1624
11-Dec	26	2.37%	1067	97.35%	1096
18-Dec	169	18.69%	722	79.87%	904
25-Dec	324	57.86%	234	41.79%	560

AZ Omicron by County (01/04/2022)

Count and Proportion by County – December 2021

Proportion represents # of Omicron genomes out of total genomes sequenced for given timeframe.

County	# Omicron (Month)	Total Genomes* (Month)	Proportion (Month)	# Omicron (12/19-1/1)	Total Genomes* (12/19-1/1)	Proportion (12/19-1/1)
Coconino	170	530	32.1%	98	132	74.2%
Maricopa	262	1707	15.3%	185	306	60.5%
Pima	20	257	7.8%	16	35	45.7%
Pinal	1	43	2.3%	1	6	16.7%
Gila	1	23	4.3%	1	1	100.0%
Yavapai	1	9	11.1%	0	0	0.0%
Unknown	67	1508	4.4%	26	60	43.3%
Total	**522**	3976	---	327	540	---

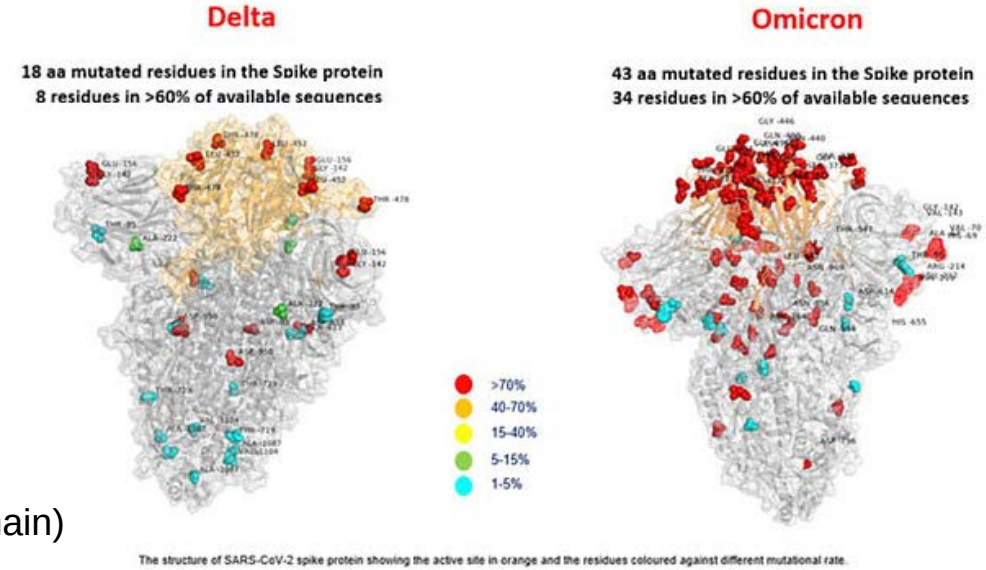


Why is Omicron so Different?

The Omicron Spike Mutations



(Top view of spike protein's receptor binding domain)

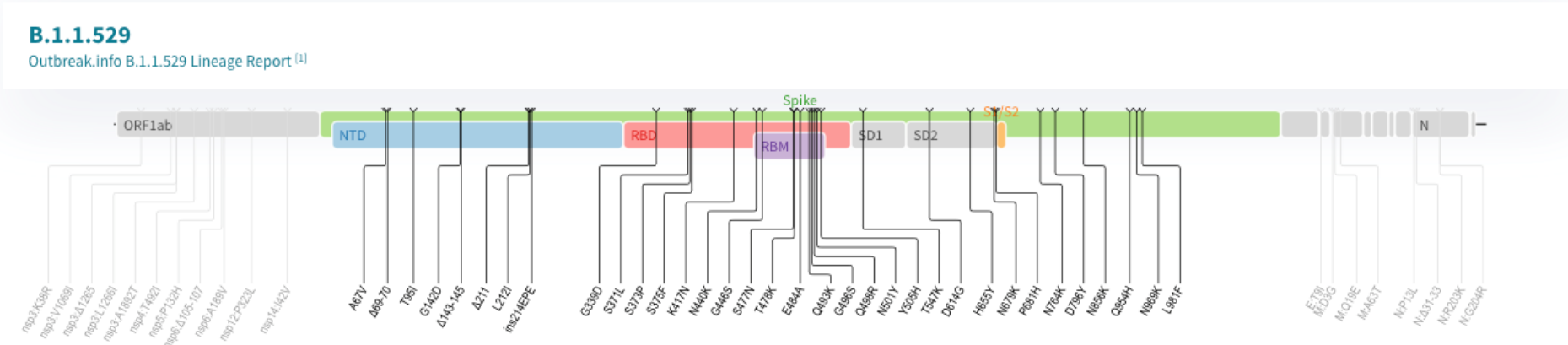


The structure of SARS-CoV-2 spike protein showing the active site in orange and the residues coloured against different mutational rate.

NY Times

The Omicron Mutations

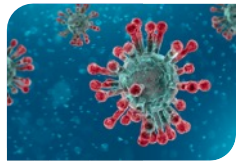
Omicron



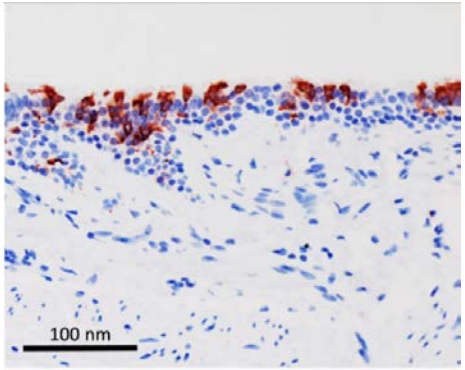
Adapted from outbreak.info

- S: Q498R and H501Y greatly enhance ACE2 affinity
- S: E484A may allow for immune evasion
- S: H665Y, N679K, P681H cluster at S1/S2 furin cleavage site – may increase transmissibility
- ORF1a: 105-107del may inhibit part of cellular immune response
- N: R203K and G204R have been associated with subgenomic RNA expression – may lead to lower Ct

The Latest Omicron Research

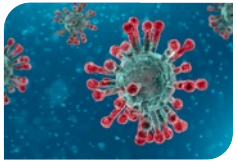


- Omicron preferentially invades upper airway cells versus lower airway (Delta is the opposite) *(Chi-wai, HKU, 2021)*
- Omicron results in significant decrease in hospitalization, severity and death *(Wolter, NICD S. Africa, 2021; Abdullah, SBAH, Cape Town; Ferguson, Imperial College, London, 2021)*
- Omicron evades antibodies from vaccination (J&J much worse than mRNA), previous infection better than vaccine, but boosters provide significant improvement for both *(Doria-Rose, NIAID, 2021)*, but Omicron provides good protection against Delta
- Omicron does not evade T-cell immunity gained from vaccine or previous infection *(Keeton, U Cape Town, 2021; Tarke, La Jolla Inst, CA, 2021)*
- Omicron is also milder in children *(Rubin, Children's Hops Phil, 2022)*



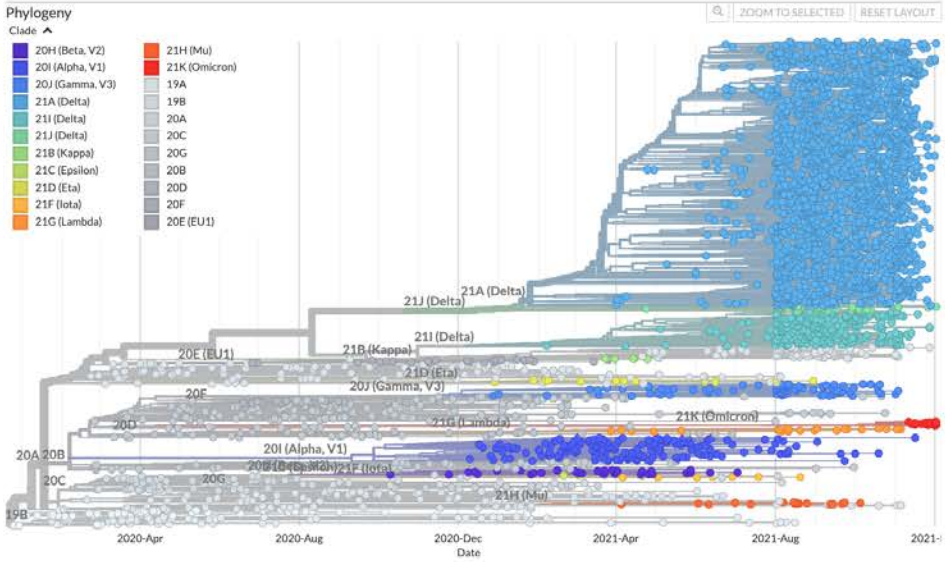
Omicron variant of SARS-CoV-2 (in red) infected human bronchus tissues.

Omicron: The Black Cloud and The Silver Lining



1. Omicron is quickly taking over as the dominant variant
2. Omicron will roll across us like a tidal wave and will roll back out again
3. Omicron will not be stopped by previous (>6 months) vaccination or infection; but they will stop serious illness and death
4. Omicron will likely lead to mostly mild and asymptomatic cases
5. We can lower Omicron spread by getting boosters
6. We need to ensure the highest at risk are highly immunized and stay somewhat isolated (for next few weeks)
7. We need to psychologically and socially accept that Omicron will wash over us and cause lots of cases,
   - But that this may be a good thing in the end – getting us closer to an endemic state

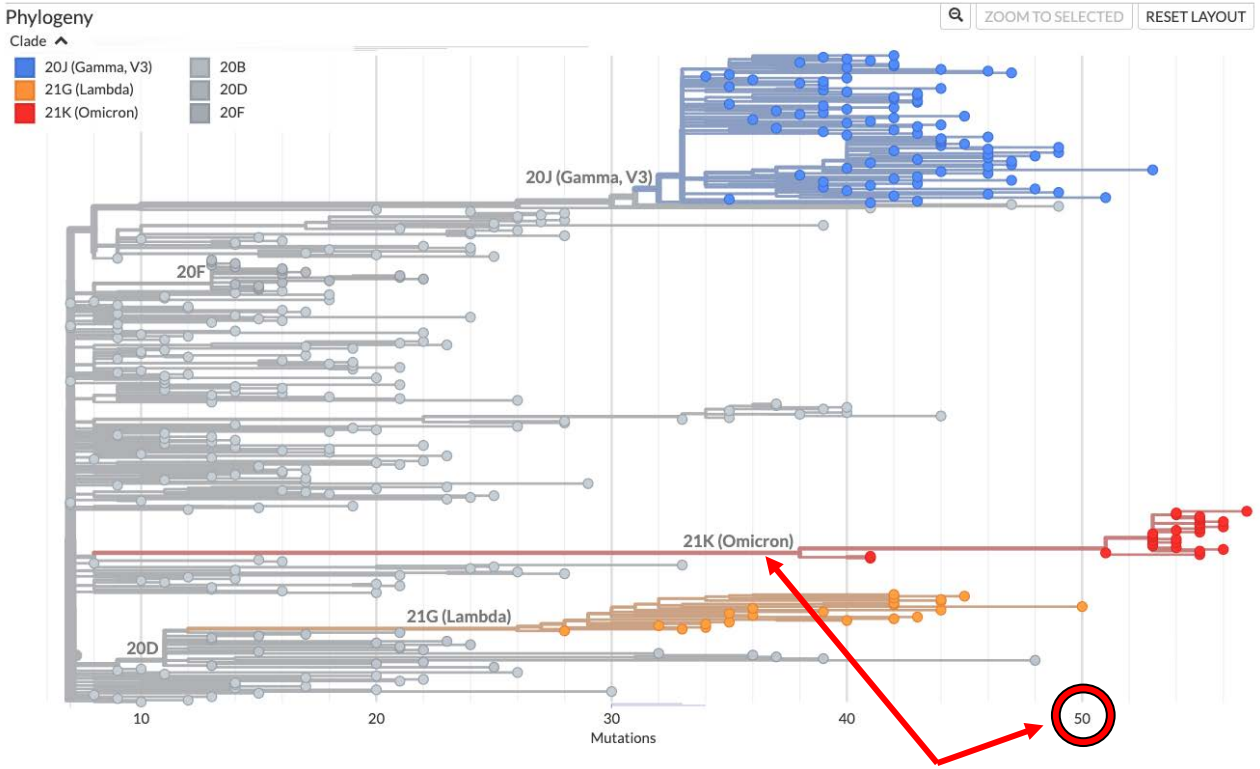
SARS-CoV-2 Phylogeny: Omicron



Omicron



SARS-CoV-2 Phylogeny: Omicron

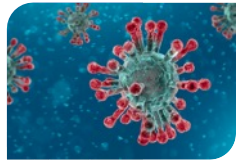


Omicron

Omicron branch has 50 Mutations

(Therefore has a significant separation from last known related strain)

Hypothetical Mechanisms for the Hyper-Mutations



- Long term/chronic infection, allowing for development of mutations in single host (*likely*)
  - Documented as most likely mechanism for past variants
- Animal spillover, followed by reverse spillover into humans (*possible*)
  - Have seen host based selection driving mutations in spillovers in mink
- Recombination between two or more coronaviruses in single host (*unlikely*)
  - Mutations appear to be mostly selected for, not accidental through recombination

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	12/27/2021
Meeting Date:	01/04/2022

TITLE:

Consideration of Appointments: Library Board.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring November 2024.

Executive Summary:

The Flagstaff City-Coconino County Public Library Board consists of two County residents, four City residents, and one each non-voting member, or designee, of the City Council and the Board of Supervisors. The Library Board serves as a citizen's advisory board to the Library Director. There is currently one City resident seat available. It is important to fill vacancies on boards and commissions quickly so as to allow them to continue meeting on a regular basis.

There are eight applications on file for consideration by the Council as follows:

- Jessica Bass (new applicant)
- Michael Carrigg (new applicant)
- Lisa Cantor Ganey (new applicant)
- Frank Garcia (new applicant)
- Corey Hartman (new applicant)
- Richard McCormick (new applicant)
- Duane Ray (new applicant)
- Chad Stiller (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Salas

Financial Impact:

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

Policy Impact:

Not applicable.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

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

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1) Appoint one Board Members: By appointing one member at this time, the Library Board will have appointed all of the City seats available, allowing the group to meet and provide recommendations to the City Council.

2) Postpone the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

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

Community Involvement:

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

Attachments: Library Board Authority

Official Records of Coconino County 3545683
Candace Owens - Recorder 11/23/2009 03:20 PM Pgs: 5
CITY OF FLAGSTAFF AM $11.00

A2009-1118.1

After recording, return to:
City Clerk
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

INTERGOVERNMENTAL AGREEMENT

Coconino County
and
City of Flagstaff

Flagstaff City – Coconino County Public Library Board

This Intergovernmental Agreement (IGA) is entered into this 18th day of Nov., 2009 (the "Effective Date"), by and between the City of Flagstaff ("Flagstaff"), an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Coconino County (the "County"), a body politic and corporate as provided in Sections 11-105 and 11-201 of the Arizona Revised Statutes, with offices at 219 East Cherry Street, Flagstaff, Arizona 86001. The City and the County may also be referred to as "Party" or "Parties" in this Agreement.

RECITALS

A. The Parties belong to the Coconino County Free Library District and sponsor or operate one or more public libraries ("Library") funded by and under the auspices of the District;

B. The Parties wish to set forth their agreement regarding the formation, membership and duties of a Flagstaff City – Coconino County Public Library Board (the Library Board");

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement the Operating Parties agree as follows:

1. Formation of the Library Board.

There is hereby established the Flagstaff City – Coconino County Public Library Board to consider and deliberate upon matters of concern to the City Council of the City of Flagstaff, the Board of Supervisors of the County, and the citizens of the City and the County that affect the operation and efficiency of the Library in order to provide an optimum level of library services using available resources. The Library Board shall act in an advisory capacity to, and make recommendations to, the Library Director, the City Manager, the City Council and the Board of Supervisors.

2. Membership.

The Board shall be composed of one (1) City Council Member, four (4) City residents, three (3)

Board members appointed by the Board of Supervisors of the County, one (1) appointee being a member of the County Board of Supervisors and two (2) being County residents. The City Council Member and the Supervisor shall be ex officio, non voting members.

3. Terms of Board Members; Vacancies.

3.1 Of the City residents first appointed to the Board, one shall be designated to serve for a term of one (1) year, one shall be designated to serve for a term of two (2) years, and two shall be designated to serve a term of three (3) years from the date of their appointment. Thereafter, City residents shall be appointed for a term of office of three (3) years.

3.2 Of the two County residents first appointed to the Board, one shall be designated to serve for a term of one (1) year, and the other shall be designated to serve for a term of two (2) years. Thereafter, County residents shall be appointed for a term of office of three (3) years.

3.3 The City Council and the Board of Supervisors shall promptly fill vacancies for the unexpired term of any member of the Board of appointments for which each governing body is responsible.

4. Organization of the Board

4.1 Within sixty (60) days after the effective date of this Agreement, and at the first meeting of the Board, the members of the Board shall elect a chairperson and a Vice-Chairperson. Elections for those officers shall be held thereafter annually on or about that anniversary date. No member shall serve more than three (3) successive terms as Chairperson.

4.2 The Library Director may be an ex-officio, non voting member of the Board.

5. Meetings.

5.1 The Board shall hold not less than ten (10) regular meetings annually which shall at all times be open to the public. The time and place of the meetings shall be posted in accordance with any currently applicable State statutes, including but not limited to the Arizona Open Meeting Law, regulating public meetings and proceedings.

5.2 A quorum shall be one more than half the voting membership of the Board.

5.3 If any Board member has two (2) consecutive unexcused absences, the remaining Board members may vote to terminate the appointment of the unexcused member. The Chairperson shall determine prior to any meeting if a member's absence is excusable.

6. Effective Date and Term

6.1 This Agreement shall be effective with respect to the City and the County at the time of its adoption by their governing bodies.

6.2 This Agreement shall continue in force and effect until midnight on June 30, 2020, unless sooner terminated as indicated in this Agreement; provided, however, that this Agreement shall be automatically renewed for an additional term of two (2) year unless notice of intent not to renew is given by either Party no less than sixty (60) days prior to the end of its initial term.

6.3 Notwithstanding anything to the contrary contained in this Agreement, it may be terminated by either Party, with respect to such Party, upon six (6) months' prior written notice of its intent to do so, without penalty or further obligation, in accordance with the provisions of Arizona Revised Statutes § 38-511.F, in the event of the occurrence of any of the circumstances described in A.R. S. § 38-511.A.

7. Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney fees, (hereinafter collectively referred to as "Claims") arising out of noncompliance with State or Federal law or arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

7.1 Notwithstanding any other provision of this Agreement to the contrary, any agreement by one party to hold harmless or indemnify the other party shall be limited to, and be payable only from, the indemnifying party's available insurance or self-insurance coverage for liability assumed by contract available as a part of its general liability insurance program.

8. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the party to be notified, or to such other address notice of which is given in accordance with this Section:

If to Flagstaff:

Deputy City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to the County:

Deputy County Manager
Coconino County
219 East Cherry Street
Flagstaff, Arizona 86001

9. Authority to Contract

Each of the Operating Parties represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement, in accordance with A.R.S. Sec. 11-952.

10. Prior Agreements, Integration, Modification

10.1 The parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this constitutes the parties' entire agreement with respect to the matters addressed in the Agreement. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement.

10.2 This Agreement may be modified or amended only by written agreement signed by or for all parties, and any such modification or amendment will become effective on the date specified in the amendment.

11. Severability

In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, to the extent that the enforcement of such remaining terms shall continue to reflect substantially the intent of the parties to this Agreement.

12. Waiver

No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision of this Agreement, nor shall any waiver by any party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach of this Agreement.

13. Headings

The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

14. Governing Law

This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

City of Flagstaff

By: Sara Presler, Mayor

Coconino County

By: Matthew G. Ryan, Chairman
Board of Supervisors

Attest:

Laura Matthews for
City Clerk

Approved as to form and as to authority granted by law:

Jana H. Kyllgren for
City Attorney

Attest:

Wendy Ecklund
Clerk of the Board

Approved as to form and as to authority granted by law:

Jean E. Wilcox
Deputy County Attorney

9. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

:

Co-Submitter: Jessica Huleatt, Customer Service Manager

Date: 12/27/2021

Meeting Date: 01/04/2022

TITLE:

Consideration and Approval of Contract: Approve the cooperative purchase contract with Point & Pay for payment processing services in an amount not to exceed $320,000.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative purchase contract for payment processing services for various City of Flagstaff locations (which may include additional locations at a later date) with Point & Pay in an amount not to exceed $320,000; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Point & Pay cooperative purchase contract provides for the procurement of payment processing services, including web-based and credit and debit card processing terminals at various City of Flagstaff (City) locations. The cooperative purchasing contract allows the City to increase its purchasing power and obtain a better value in the expenditure of public resources. Reduced fiscal resources have created an environment that supports increased levels of cooperation for the procurement of various materials and services. The services provided by Point & Pay are a necessity for the City of Flagstaff as the Management Services Division must continue to provide residents of the City of Flagstaff with locations to pay for services and increased technological advancements for the customer's convenience, to conduct business accurately and expeditiously.

Financial Impact:

Currently, the Revenue Section has $210,470 budgeted in account 001-02-033-0124-1-4290. Other Divisions/Sections billed include Community Development, Police, ParkFlag, and the Cemetery. The contract amount is for a higher amount to allow the city to increase locations using Point and Pay and growth in credit/debit cards and e-check payment processing transactions.

Policy Impact:

None

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance: Serve the public by providing high quality internal and external customer service and Enhance the organization's fiscal stability and increase efficiency and effectiveness.

Carbon Neutrality Plan Strategy

MM-2: Encourage sustainable consumption.

Has There Been Previous Council Decision on This:

Yes, Council previously approved a Point & Pay cooperative contract with Pinal County in 2017. The agency contract has since expired and been renewed.

Options and Alternatives:

1. The City Council may approve this cooperative agreement for payment processing services in an amount not to exceed $320,000.
2. The City Council may decline to enter into this cooperative agreement and direct staff to conduct a formal competitive solicitation.

Background/History:

The City of Flagstaff has been using Point & Pay since 2017. Point & Pay has an excellent performance history with the City of Flagstaff and other municipalities within Arizona and across the nation. The Pinal County cooperative agreement with Point & Pay will allow the City to continue to provide the necessary payment processing services at locations throughout the City. Point & Pay currently provides online, phone, and counter payment processing. Most payments are for municipal billing and community development. Integrations have also been created with ParkFlag and City water hauling stations, which allow for convenient payment options to customers including online and automated phone payments. Payments at the police station and cemetery are also processed by Point & Pay. Another valuable piece of Point & Pay's platform is PayDici, an online account portal where customers can view bills, go paperless, set up autopay, and make payments.

Procurement staff reviewed the agency cooperative contract and determined it to be current and valid for purchasing the required services from Point & Pay.

Key Considerations:

The goal of this cooperative agreement is to maximize contract pricing through volume transactions for payment processing at various City locations, as well as maintaining web-based portals, while helping leverage our purchasing power, obtaining maximum quality service through the contracted vendor. Other objectives are to build an internal network with Point & Pay for future years and to improve the efficiency and effectiveness of the public procurement process.

Community Benefits and Considerations:

The community will benefit from the consistent payment options they have become accustomed to. The payment processing services provided by the vendor are extremely valuable and a great asset.

Attachments: Point and Pay Cooperative Contract
Statement of Work
Exhibit B Agency Contract
Exhibit B Agency Contract Amendment

COOPERATIVE PURCHASE CONTRACT
Contract No. 2022-34

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 2021 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City"), whose primary address is 211 West Aspen Avenue, Flagstaff, AZ 86001 and Point and Pay, LLC, d/b/a, Point & Pay, a Florida Limited Liability Company ("Contractor"), whose primary address is 110 State Street East, Oldsmar, FL 34677.

RECITALS:

A. Contractor has Contract 193425 with Pinal County in Florence, AZ. 85132 to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process.

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

AGREEMENT:

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

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

Credit and Debit Card Processing Services

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

3. Payment: Payment to the Contractor for the materials and or services provided shall be made in accordance with the price list and terms set forth in the Agency Contract or not to exceed a total of $320,000.00 (three-hundred twenty thousand dollars) in the first year plus 5% annual growth in services for the remaining term of the Contract.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in *Exhibit B* attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.

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

6. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing for convenience or for other grounds as set forth in the Agency Contract.

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

CONTRACTOR:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
SPECIFIC REQUIREMENTS OF CITY

Price: "Per Purchase Order"

Specifications: "Per Purchase Order"

Schedule of performance: "Per Purchase Order"

Delivery location: "Per Purchase Order"

Notices: All notices to City shall be sent to:

Buyer: Liane Garcia
Purchasing Department
211 W. Aspen Drive
Flagstaff, Arizona 86001
(928) 213-2279

Attach: Certificate of Insurance

EXHIBIT B
AGENCY CONTRACT

Pinal County Contract No. 193425 (90 pages)
Pinal County Contract Amendment (1 page)

STATEMENT OF WORK

Client Name:	City of Flagstaff, AZ - Customer Service
Request Date:	20161201 Revised 20211207
Project Name:	Flagstaff
Point & Pay Project Manager:	Mark Ruis

3.1 Scope / Background

The City of Flagstaff is looking to partner with a Harris Computer Systems/Innoprise payment partner, which can integrate with the City's recently implemented Innoprise CIS (Customer Information Systems) and Innoprise CCR (Centralized Cash Receipts). The City is looking to return to and enhance services available for customers.

PAYMENT PROCESSING INFORMATION

General: The City is looking to both replace current customer payment options and enhance customer payment options for the locations noted in the table below. Additional locations may be added in the future. The City is looking to have one rate structure for all services and payment locations in order to more easily account for charges City-wide. For example, the City prefers to have one rate for credit/debit, whether the payment is made online, at the counter, on the IVR, or with the mobile application.

The City also requires that all websites, phone options, etc., be specific to Flagstaff and for the use of Flagstaff customers only. No other utilities, jurisdictions, etc. should be able to utilize the website, phone options, etc.

The Counter payment locations noted in this document require credit/debit card terminals. The City expects to acquire 15-20 counter credit/debit terminals for operations. The terminals must meet all new EMV guidelines that the City is required to implement as of October 2015. The City does not have a preferred terminal setup and will explore all options (I.E.- standalone terminals, swipe systems that attach to a computer monitor, swipe systems that attach to a computer keyboard, etc.). Most likely, each counter location will determine its preferred method of credit/debit processing.

The City uses Wells Fargo as its depository institution. The City requests that the payment vendor makes deposits within three business days to the City's Wells Fargo checking account.

In addition, it is required that the partnering vendor is PCI compliant across all payment platforms.

Online Payments [Municipal Services (Utility)/MAR]: The City currently accepts online payments (credit/debit/e-check) for Municipal Services (utility bills) and Miscellaneous Accounts Receivables (MAR) through the Paymentus application. The City would like to continue to accept these online payments via one-time and customer portals. The volume of online payments via credit/debit is provided in the Utility Web Payments section of the table below. Online Payments should be fully integrated via API with the CIS system for real time retrieval of customer balance and payment information.

Online Payments (Other): The City currently offers online one-time payment options for non-utility services, such as Water Haulers and establishing new accounts. City would like to accept credit, debit, e-check, and other payment methods for Harris/Innoprise integrated programs (ComDev, Business Licensing) and non-Harris/Innoprise integrated programs such as the Court Records office. Estimates are given in the chart below for volume. Additionally, for New Accounts, we would need to have a form created for customers to submit information, such as date of activation, address, etc. that would be emailed to us at time of payment.

Mobile Application Payments: The City does not currently accept payments for any service via a mobile application. The City would like to accept payments for Harris/Innoprise integrated programs as well as other payment types listed in the Online Payments area above.

Phone Payments (Utility, MAR, Water Haulers): The City currently offers phone payment options for Harris/Innoprise integrated programs (CIS – municipal services and miscellaneous accounts receivables) and non Harris/Innoprise system Water Plus via a dedicated IVR system that is hosted by the vendor. The dedicated IVR should be available for customers to use 24 hours a day, 7 days per week. This system should be integrated live with an API to the CIS/MAR system. Water Haulers currently do not have a mechanism for an API and this would be a possible future enhancement.

Counter payments (All): The City uses card swipe technology at all counter locations for credit/debit card payment processing. The City would like to utilize credit/debit card swipe machines that integrate with Harris/Innoprise CCR. The total estimated number of counter payments that the City processes monthly across all counter operations is 2,100. The table titled Merchant Breakdown contains more detail on the number of payments at each merchant location. Please note that pricing should include the acceptance of American Express cards, as the City currently accepts AMEX.

Autopay Payments (Municipal Services and MAR): The payment vendor currently processes AutoPay payments for municipal services and miscellaneous accounts receivable bills, utilizing manual interaction with City staff. The City would like to turn over all AutoPay maintenance and processing to the payment vendor. The current estimated monthly volume of AutoPay payments is 6,000 accounts. We would also like to work with the vendor to promote this feature to reduce disconnects and write offs.

Bank Online Checks: The City currently processes bank online checks with a manual paper check submitted by the bank. The City would like to have the payment processor process the bank online checks on behalf of the City. The City estimates that there are approximately 500 bank online checks processed monthly.

Payment Options with Estimates

Service (Payment Area)	Current Service?	Estimated # of Monthly Transactions
Online Payments (Municipal Services/MAR Credit Debit)	YES	3,000
Online Payments (Municipal Services/MAR – e-Check/ Other)	YES	1,500
Online Payments (Other)	YES	600
Mobile Application Payments (All)	YES	250
Phone Payments (Municipal Services/MAR)	YES	250
Counter Payments (All)	YES	2,100. See breakdown below.
Autopay Payments (Municipal Services/MAR)	YES	4,000
Bank Online Checks (All)	YES (Manual)	500

Payment Area Breakdown (Items, Amounts, Average)

Payment Area Description	2021 YTD Card Count	2021 YTD Card Volume	Average Ticket
Customer Service	27,214	$ 4,185,483	$ 153.79
Water Haulers	476	$ 137,331	$ 288.51
Community Development	529	$ 742,859	$ 1404.2
Business Licensing	474	$ 6,823	$ 140
Flagstaff Parking	354	$ 22,856	$ 65.00
TOTAL:	**29,047**	**$ 5,095,352**	**$ 410.00**

BILL PRESENTMENT, E-BILLING, AND ONLINE ACCOUNT MANAGEMENT INFORMATION

General: The City is looking to enhance its bill presentment, e-Billing, and online account management services. Currently, the City is only able to provide minimal services in these areas. Details of current service levels are detailed in the descriptions below.

Bill Presentment (Municipal Services Statements): The City can currently only display bill information through the Paymentus Customer Portal. The information displayed online does match the bill that is actually sent to the customer, but there are gaps in the archived information since April 1, 2016. The City would like to display all bills online for paper and Ebill customers in exactly the same format as the customer would see if he or she received a paper bill in the mail. The City utilizes Infosend as its utility bill print vendor and will utilize an Infosend file as the source file for upload into the payment vendor's system. As noted in the table below, the City estimates a total of 20,500 municipal services bills are generated each month.

Bill Presentment Information

Bill Type	Current Service?	Estimated # of Monthly Transactions
Municipal Services	YES	20,500
MAR	YES	500-2,000

E-Billing (Municipal Services Bills): The City currently offers e-billing for municipal services bills; however, the City would like to enhance e-billing for customers. The payment vendor should also be able to manage municipal services e-billing requests/notifications on behalf of the City. The City estimates there are 6,000 municipal services e-bill customers at this time and we would like to market this service to increase its utilization.

E-Bill Type	Current Service?	Estimated # of Monthly Transactions
Utility	YES	6,000
MAR	YES	100

Online Account Management (Online and Mobile): As noted in the descriptions above in this section, the City is looking to greatly enhance its online account management functionality. The table below highlights some of the current service replacements and requested enhancements the City is looking to receive from the payment vendor for Harris/Innoprise integrated programs (CIS – municipal services billing and MAR billing)

Services Proposed/Requested
AutoPay/Bankdraft Management with Notifications (Amount not Processed, upcoming autopayment, etc.)
E-Billing Management
New Service Requests (Municipal Services Only) Management, payment received with email sent to City Staff Review
Service Termination Requests, (Municipal Services Only) no payment, form only, with email sent to City Staff Review
Customer Service assistance for the general public

NOTIFICATION INFORMATION

General: The City does not currently utilize any automated outbound call, email, or text services for account delinquencies, collections, etc. Any notifications are done on a manual basis at the discretion of staff if there is available time. The City would like to greatly enhance notification services for customers.

Delinquent Account Notifications: The City would like the ability to notify delinquent customers through email, phone, text, or other means that accounts are past due and should be paid immediately. The City would also like to give staff the ability to provide this information on a selective basis that fits the requirements and schedule of staff. Staff currently estimates that 1,000 notifications will be sent each month to delinquent customers.

Other Account Notifications: As noted above, the City would like to send notifications to customers for specialty situations, such as contaminated water. These would need to be geographic or selectable in nature.

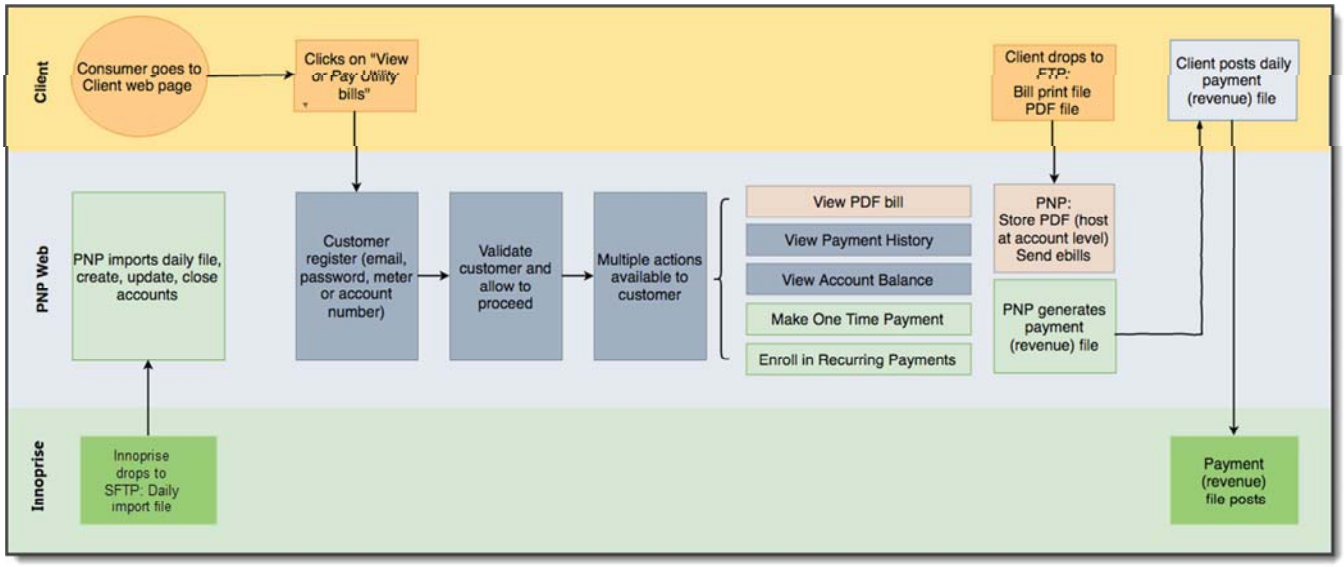
REPORTING INFORMATION

The City has the need to produce reports on the information contained in the payment vendor's system. Key reports that the City may run for daily needs will include types of transactions, daily deposits slips, and bank reconciliations.

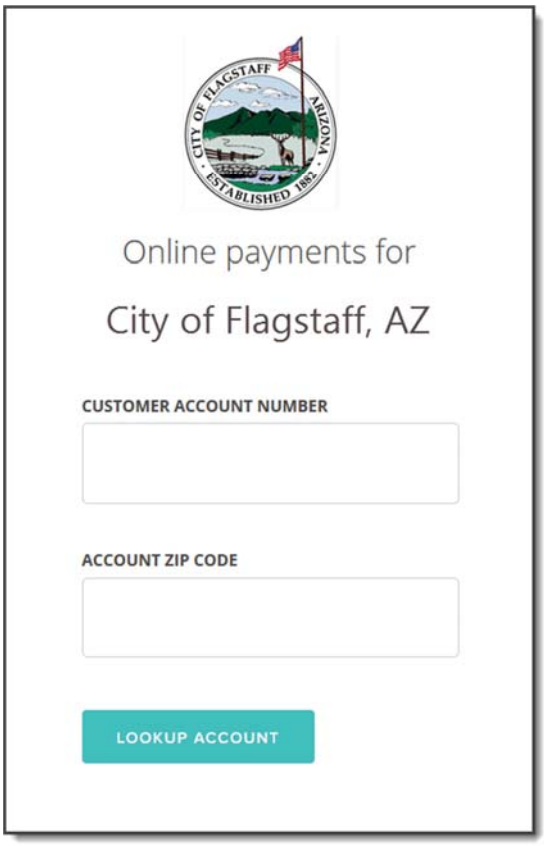
2. Customer Experience

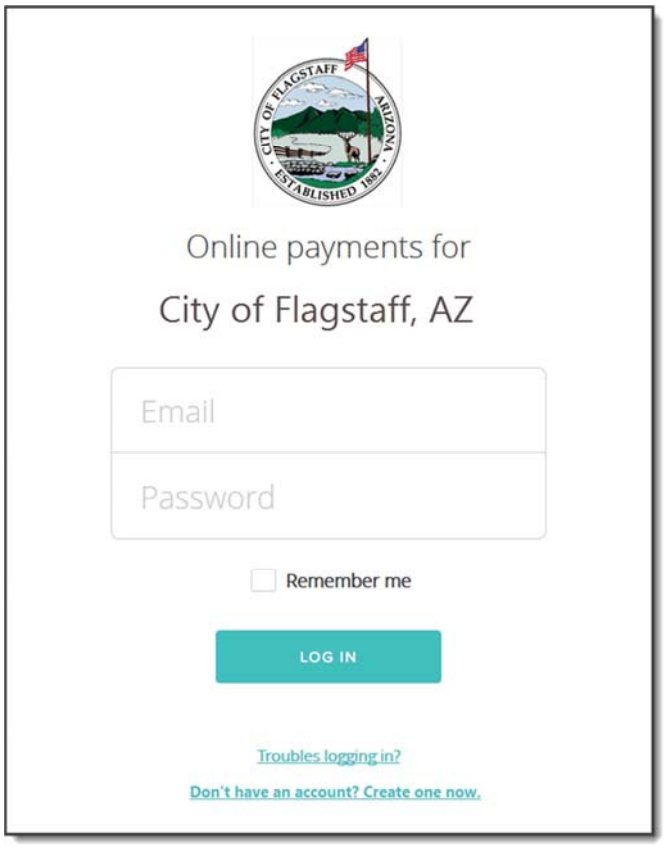
This section describes the customer payment workflow

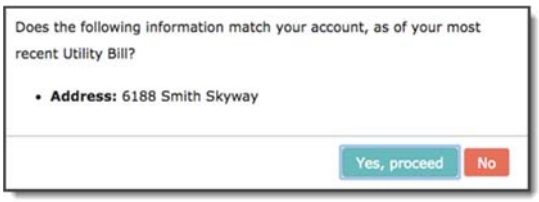
2.1. Customer payment workflow



2.2. Customer can access his account from the City of Flagstaff's Website by selecting "Quickpay" or "Login".







2.1. The Quickpay option allows customers to make a one-time payment.

2.1.1. Customer enters his account number and zip code in order to find his utility bill.

2.1.1.1. Customer is presented with modal to confirm street address.

2.1.1.2. Customer is then presented an amount field and payment options.

2.1.1.3. He may enter his card or bank account information.

2.2. The Log In option allows customers to manage their accounts.

2.2.1. Once logged in, the customer is presented with a dashboard where he can:

2.2.1.1. Make a payment.

2.2.1.2. Turn on or off autopay. (Autopay may be set to run based on account balance, specific dollar amount, including maximum payment amount.)

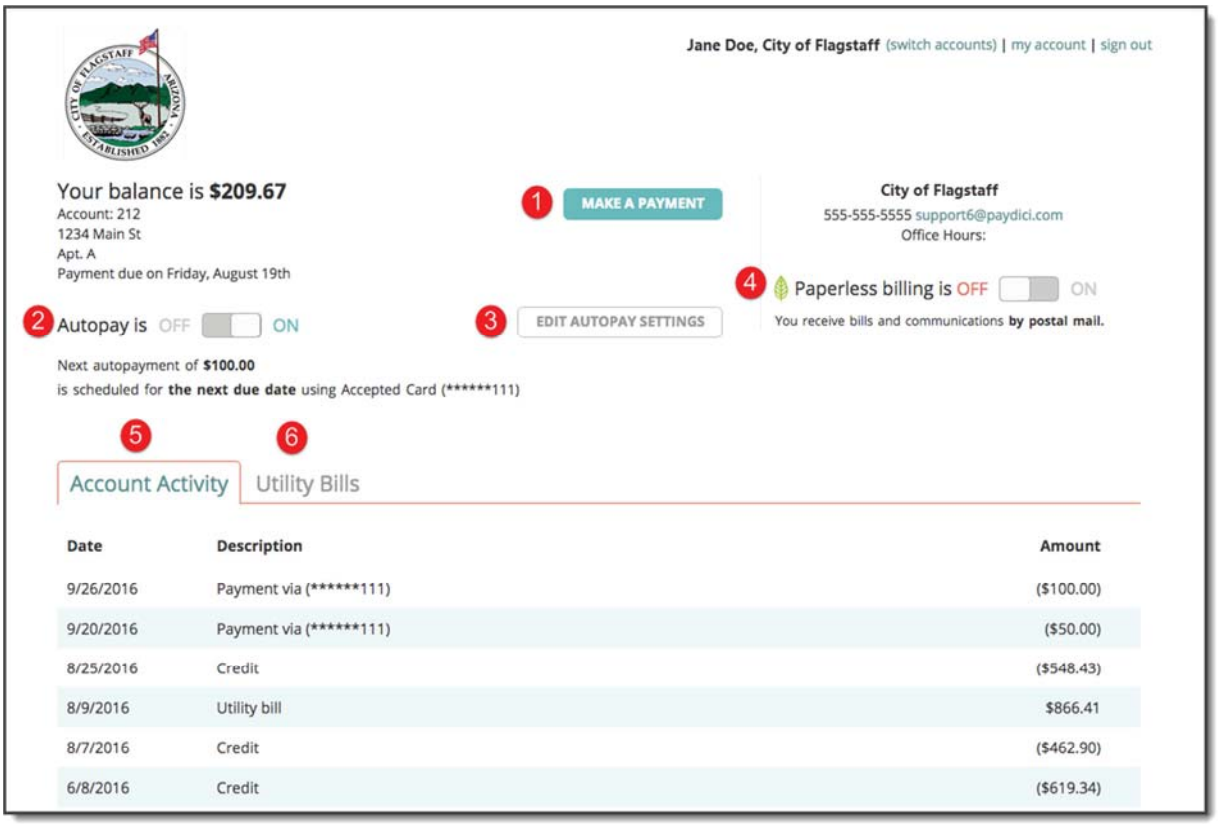
2.2.1.3. Edit autopay settings.

2.2.1.4. Turn on or off paperless billing.

2.2.1.5. View key account activity.

2.2.1.6. View up to 24 months of Utility Bills.

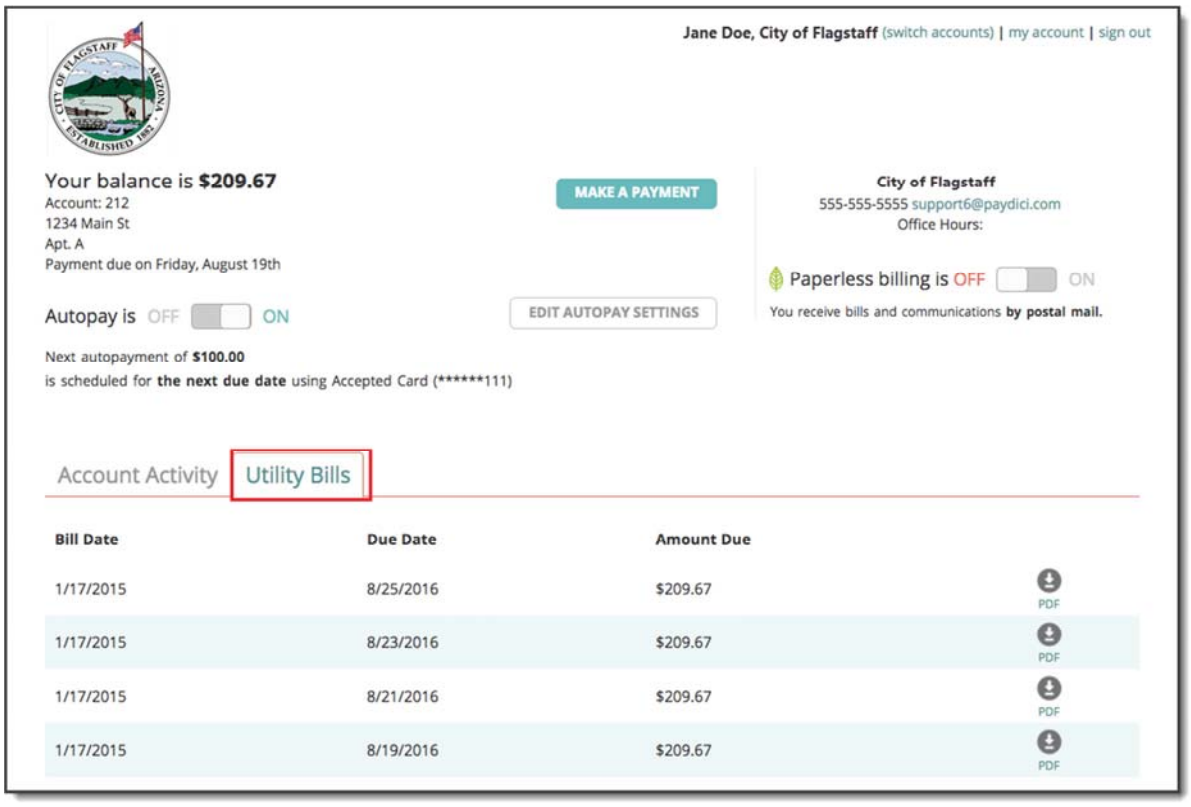
2.2.2. The Account Activity tab will display recent payments made via PNP channels only: web, counter or IVR.



2.2.3. The Utility Bills tab displays up to 6 key usage fields from the bill print file. For example, the bill date, due date, meter read date and amount due.

2.2.3.1. Customers can click the PDF icon to view the bill.

2.2.3.2. If bill print file and PDF are not provided for an account, the customer will not be able to view the bill.


Jane Doe, City of Flagstaff (switch accounts) | my account | sign out
Your balance is $209.67
Account: 212
1234 Main St
Apt. A
Payment due on Friday, August 19th
MAKE A PAYMENT
City of Flagstaff
555-555-5555 support6@paydici.com
Office Hours:
Paperless billing is OFF ON
You receive bills and communications by postal mail.
Autopay is OFF ON
EDIT AUTOPAY SETTINGS
Next autopayment of $100.00
is scheduled for the next due date using Accepted Card (******111)
Account Activity
Utility Bills
Bill Date
Due Date
Amount Due
1/17/2015
8/25/2016
$209.67
PDF
1/17/2015
8/23/2016
$209.67
PDF
1/17/2015
8/21/2016
$209.67
PDF
1/17/2015
8/19/2016
$209.67
PDF

3. Payment Channels

The following points illustrate the channels of service to be provided and describe how services will be fulfilled.

4.1 Web Payments

3.1.1. Paydici shall provide hosted web payments services on its standard web payment platform.

3.1.1.1. Dynamic presentment for mobile devices is required.

3.1.1.2. Both one time and registered/recurring payments are required.

3.1.2. Paydici shall interact with the Innoprise API for account lookup services.

3.1.3. Paydici shall process resulting transaction through Point & Pay.

3.1.4. Paydici shall post transaction results to the Innoprise API.

4.2 Over-the-Counter Payments

3.2.1. Point & Pay shall host in-person payment via its virtual terminal interface.

3.2.2. Point & Pay shall present the balance due.

3.2.2.1. Point & Pay shall send an RTL balance query to its Innoprise lookup service and return the requested information to present to the customer.

3.2.3. Point & Pay shall post transaction results to the Innoprise API.

4.3 Phone Payments (IVR)

3.3.1. Point & Pay shall host IVR payments.

3.3.2. Point & Pay shall present the balance due.

3.3.2.1. Point & Pay shall send an RTL balance query to its Innoprise lookup service and return the requested information to present to the customer.

3.3.3. Point & Pay shall post transaction results to the Innoprise API.

4. Bill Presentment and Paper Shutoff

Point & Pay shall support paper shutoff for City of Flagstaff customers. City of Flagstaff generates the bill print data file via CIS and renders PDFs (bill images). Flagstaff will send both the bill print data along with the PDF file to Point&Pay immediately following each billing period. Point & Pay will parse out the PDF and host each bill image at the individual EBPP account.

4.1 Point & Pay shall capture enrollment in paperless billing.

4.2 Paydici shall provide a paperless postback to Innoprise CIS.

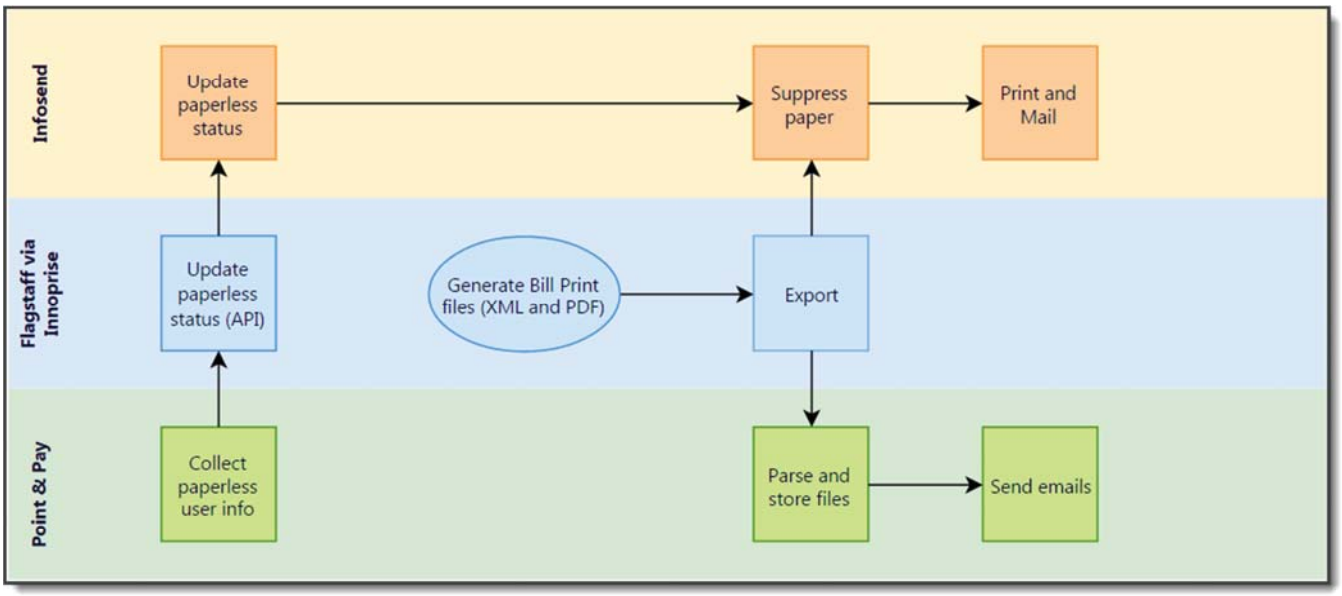
4.3 Paydici will receive bill print data and PDF files from the client.

4.3.1. Paydici will parse out the consolidated file to individual bills and host at the account level.

4.4 Flagstaff will provide paperless status to Infosend (via API or bill print file) in order to suppress paper printing for appropriate accounts.

4.5 Paydici shall generate ebill notification (using bill print file) and email to all paperless customers.

4.5.1. Ebill will contain a link to login and download full PDF image.



5. Configuration

5.1. Point & Pay shall grant specified City employees access to the Point & Pay Administration system.

5.1.1. The City will be able to generate on-demand payment reports.

5.1.2. The City will be able to search for and view existing payments.

5.1.3. The City will be able to void or refund payments.

5.1.4. The City will be able manage user permissions and reset passwords for its employees.

6. Payment Rules and Error Messaging

6.1. Payment rules to be determined by the client and must be included in API response (in the form of a flag or message).

6.2. Error messaging during account search may be determined by the City.

7. Predecessors

7.1. Point & Pay must have access to the Innoprise API.

7.1.1. Point & Pay needs 4 weeks from the time the City makes the API available until we deliver a product to the City for testing. This 4 week period begins once Point & Pay has successfully logged in. Any modifications to Innoprise API from original spec provided may result in additional development.

7.2. Point & Pay must have access to the bill print XML and PDF files from the City.

7.2.1. Point & Pay needs 4 weeks from the time the City makes the files available until we deliver a product to the City for testing.

8. Out of Scope

8.1. Paper bills are not included in this SOW. An addendum to this SOW will be required.

9. Timeline

9.1. Point & Pay can accommodate the City's proposed delivery date of 6/15/2017 for the Customer Portal assuming predecessor items have been delivered (Section 7).

9.2. Any material changes or expansions to this statement of work will require separate pricing considerations.

10. Cost

10.1. There is no cost to the client per this standard statement of work.

10.2. Any material changes or expansions to this statement of work will require separate pricing considerations.

10.3. Per the Client Application, the fee summary once implemented is as follows:

- ✓ Interchange + 40 bps (Counter/Web/IVR)
- ✓ E-check $.20
- ✓ $.40 per e-statement sent

10.4. Per Pinal County, AZ RFP-142220, Reference Section 2.7.2, Point & Pay is providing an allowance of $2,000 towards the investment in terminal devices.

11. Approvals

Approved By:	Point & Pay, LLC	Approved By:	City of Flagstaff, AZ
Name:	Mark Ruis	Name:	
Title:	Director or Sales	Title:	
Signature:		Signature:	
Date:	Decemeber 10, 2021	Date:	

Contract 193425
Credit and Debit Card Processing

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Point and Pay, LLC dba Point & Pay, (Contractor), whose primary address is 110 State Street East, Oldsmar, FL 34677.

1. CONTRACT TERM. The resultant contract term will commence on July 6, 2020, and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.

2. CONTRACT EXTENSION. The County shall have the sole option to extend the term of this contract up to a maximum of four (4) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.

3. CONTRACT TYPE.

   Firm-Fixed Unit Price. The unit prices are the amounts scheduled in the requested Pricing Document for complete, delivered, discrete items, including installation if applicable and so stated, each of which will be Contractor's complete and total compensation for carrying out each item covered by each unit price at the item level; and will not be subject to any adjustment on the basis of Contractor's cost experience in performing under the contract.

   NOTE: An "item" as contemplated in this paragraph could be a single, functional, and usable thing as sold, or a component of an assembly yet to be built, or a complete assembly.

4. PRICING

   4.1 Most Favored Customer Pricing.
   Contractor warrants that, for the term of the contract, the prices, rates, discounts, terms, and benefits set out in the proposal, including any subsequent agreed upon amendment to it, will be equal to or better than the lowest prices, best rates, largest discounts, and most favorable terms and benefits, both separately and in combination, at which Contractor sells equivalent items. If Contractor provides more favorable pricing, rates, discounts, terms and benefits to any customer, it shall immediately apply all such pricing, rates, discounts, terms and benefits to pending County purchase orders and offer such pricing, rates, discounts, terms and benefits for all future purchases made by the County.

   4.2 All-Inclusive Pricing.
   Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's proposal as accepted by the County. Details of service not explicitly stated in the Scope of Work or in Contractor's proposal, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

4.3 Price Reductions and Sales Promotions.
Price reductions may be submitted to or requested by the County for consideration at any time during the life of the contract. Promotions or reductions to sell existing inventory/stock and to include special manufacturer assistance are allowable.

4.4 Price Increase.
The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted sixty (60) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 Delivery.
Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.6 Change Orders.
In the event the County requires any change(s) to the Scope of Work and the Contractor anticipates that the project's approved price may be exceeded as a result of the change, the Contractor shall submit a revised project cost estimate to the requesting department.

The Contractor shall not exceed an approved project's price without prior written approval by the requesting department. If prior approval is not received, the Contractor may be subject to sanctions. The revised project price proposal shall include the following:

a. Changes and/or adjustments caused by the County's change to the Scope of Work for the project, including any adjustments to timeframes for completion of the project.

b. An all-inclusive project price estimate, supported by a detailed cost breakdown to include all costs required to complete the project, as changed by the County.

5. INVOICING AND PAYMENTS.

5.1 Invoices.
The Contractor shall submit detailed, itemized monthly invoices before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. At a minimum, the invoice must provide the following information:

a. Company name, address and contact name and email
b. County bill-to name and contact information
c. Contract Number
d. County purchase order number
e. Invoice number and date
f. Payment terms
g. Date of service or delivery
h. Contract Item number(s)
i. Description of product
j. Pricing per unit
k. Quantity per unit
l. Extended price
m. Total Amount Due

Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All invoices must be submitted to the following e-mail or postal address:

financeinvoices@pinal.gov
Pinal County Finance Department
Attn: Accounts Payable
PO Box 1348
Florence, AZ 85132

5.3 No Invoice Without Authorization. Contractor shall not seek payment for any:

a. Charges or fees not delineated in the contract.
b. Materials or services that have not been authorized on a purchase order.
c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.

5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.

5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.

5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.

5.8 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.

6. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.

7. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully the stated in it.

8. PUBLIC RECORD. This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County.

9. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

    a. Written Contract Amendments
    b. Contract
    c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
    d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
    e. Contract Exhibit(s) C (i.e. Responder’s Proposal Documents)
    f. Other Contract Exhibits
    g. Orders, in reverse chronological order

10. RELATIONSHIP OF THE PARTIES. The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

11. SEVERABILITY. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.

12. NO PAROLE EVIDENCE. The contract, including any documents incorporated into the contact by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.

13. NO WAIVER. Either party's failure to insist on strict performance of any term or condition of the contract is not, nor will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.

14. CONTRACT ADMINISTRATION AND OPERATION.

14.1 Notices and Correspondence. Notices required by this Contract shall be made to the following addresses:

County	Contractor
Name: Krystle Sigman	**Name:** Mark Ruis
Address: PO Box 1348 Florence, AZ 85132	**Address:** 110 State Street East Oldsmar, FL 34677
Title: Procurement Officer	**Title:** Senior Account Manager
Email: Krystle.Sigman@pinal.gov	**Email:** mruis@pointandpay.com

An authorized County representative and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the contract shall not be necessary.

14.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.

14.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records

available to the County at all reasonable times or produce the records at a designated County office on the County's demand, the choice of which being at the County's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

14.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.

14.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor's or Subcontractors' plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.

14.6 Acceptance of Work.

a. Materials. The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.

b. Services. The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion, withhold or make partial payment for any rejected services if Contractor is still in the process of re-performing or otherwise curing the grounds for the County's rejection.

14.7 Ownership of Intellectual Property.

a. Rights in Work Product. Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.

(1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.

(2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:

(1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;

(2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and

(3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. Developments Outside of Contract. Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

14.8 Subcontracts. The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.

14.9 Non-Discrimination. Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.

14.10 E-Verify Requirements. As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

14.11 Offshore Performance of Certain Work Prohibited. Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.

14.12 Estimated Quantities. Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.

14.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.

14.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

14.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.

14.16 Eligible Agencies. This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).

14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.

14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

14.19 Work on County Premises.

a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.

b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."

14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.

14.21 Israel Boycott Prohibited. If the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of $100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

15. CONTRACT CHANGES.

15.1 Contract Amendments. The contract is issued under the authority of the County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer

or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.

15.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:

a. Extension of the term of the contract within the maximum aggregate term;
b. Revision to Procurement Officer appointment or contact information; or
c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

In every case other than those listed in a, b, and c above, both parties' signature (or "approval") of a contract modification is required to give it effect.

14.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

16. RISKS AND LIABILITIES

16.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

16.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

(1) Commercial General Liability (CGL). Commercial General Liability (CGL) Insurance (CG 0001) and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 General Aggregate Limit, and $2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its departments, boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The additional insured endorsement shall be at least as broad as the Insurance Services Office, Inc.'s CG 20270413 and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recover (subrogation) against the County, its departments, boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

(2) Automobile Liability. Commercial/Business Automobile Liability insurance with a combined single limit (CSL) for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this contract.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its departments, boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recover (subrogation) against the County, its departments, boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

(3) Workers' Compensation and Employer's Liability.

Workers' Compensation	Statutory
Employer's Liability	

Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-901, and when such Contractor executes the appropriate waiver form.

b. Additional Insurance Requirements. The policies shall include, or be endorsed to include the following provisions:

(1) The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the County, its agents, officials, or employees shall be excess and not contributory insurance as provided by A.R.S. § 41-621 E.

(2) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this contract.

c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.

d. Acceptability of Insurers. Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

e. Verification of Coverage. Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of Pinal County Purchasing Department. In the event any insurance policy(ies) required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.

g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

16.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;

b. Arise out of or are recovered under workers' compensation laws; and/or

c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.

d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

16.4 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;

b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;

c. County may elect to participate in such action at its own expense; and

d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.

16.5 Force Majeure.

a. Relief From Performance. The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

c. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.

16.6 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

17. WARRANTIES

17.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.

17.2 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:

a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;

b. Be free from defects of material and workmanship;

c. Conform to or perform in a manner consistent with current industry standards; and

d. Be fit for the intended purpose or use described in the contract.

Mere delivery or performance does not substitute for express acceptance by County. Where inspection, testing, or other acceptance assessment of materials or services cannot be done until after installation, the forgoing warranty will not begin until County's acceptance.

17.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

17.4 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the County upon request.

17.5 Data Protection and Confidentiality of Records.

a. Proprietary and Sensitive Data. Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:

(1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

(2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.

b. Personally Identifiable Information. Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the

general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.) NOTE: For convenience of reference only, the OMB memorandum is available at: https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf. NOTE: For convenience of reference only, the GSA directive is available at: http://www.gsa.gov/portal/directive/d0/content/658222

c. Protected Health Information. Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

(1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the County's current and published PHI/ePHI privacy and security policies and procedures;

(2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at: http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

17.6 Intellectual Property. Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

17.7 Compliance with Applicable Laws, Licensing and Permits. Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

17.8 Lobbying. Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include "anti-lobbying"

provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County's benefit or on the County's behalf.

17.9 Survival of Rights and Obligations. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

18. COUNTY'S CONTRACTUAL REMEDIES

18.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County's option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.

18.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.

18.3 Non-exclusive Remedies. The County's rights and remedies under the contract are not exclusive.

18.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.

18.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

19. CONTRACT TERMINATION

19.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes 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. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies

a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

19.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.

19.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.

19.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.

19.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:

a. Comply with any requirement, term, or condition of the contract;

b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;

c. Make satisfactory progress in carrying out the work; or

d. Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The

Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

20. CONTRACT CLAIMS

20.1 Claim Resolution. All claims and controversies shall be subject to the Pinal County Procurement Code.

20.2 Arbitration. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, *et seq*. The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY **31 N. Pinal Street** **Florence, AZ 85132**	**Point and Pay, LLC dba Point & Pay** **110 State Street East** **Oldsmar, FL 34677**
BY: Anthony Smith (Name)	BY: Kevin Connell (Name)
Chairman (Title)	Chief Executive Officer (Title)
(Signature)	(Signature)
DATE: 5/27/2020	DATE: 5/6/2020

Approved as to Legal Content:

5/6/2020

Pinal County Attorney's Office (Date)

PINAL COUNTY
WIDE OPEN OPPORTUNITY

193425RFP Contract Exhibit A

Scope of Work

1 General Requirements

1.1 The Contractor shall provide an Internet and Interactive Voice Response (IVR) payment processing system for Pinal County.

1.2 The Contractor must provide processing for multiple "brands" and types of cards at no cost to the County. The "brands" include, but are not limited to, MasterCard, Visa, Discover, American Express, VenMo, PayPal, Samsung Pay, and Apple Pay. All payment brands must be funded in the same time frame at no additional cost.

1.3 The Contractor must provide electronic check transaction processing, electronic Debit Card processing and electronic funds transfer processing.

2 Security and Certification

2. 1 The Contractor's payment processing system must have Secure Socket Layer (SSL) security technology for data encryption and protection during transmission to and from web servers. All web servers receiving sensitive data must have SSL keys installed to secure the transmission of the data and include a certified VeriSign certificate or comparable certificate.

2. 2 The Contractor must be currently Peripheral Component Interconnect (PCI) and Cardholder Information Security Program (CISP) certified.

2.3 The Contractor must utilize Europay MasterCard and Visa (EMV) technology, for authenticating credit and debit card transactions meeting ISO/IEC 7816 standards.

2.4 The Contractor must be Service Organization Control (SOC 1) certified and provide information that shows that the Contractor has adequate controls and safeguards in place when the Contractor hosts or processes data belonging to Pinal County customers.

3 Transaction Processing and Settlement

3.1 The Contractor shall transfer daily deposits electronically to multiple, separate County bank accounts on the day of transaction or within one (1) business day as directed by the customer. Contractor must also be able to process transactions and accept settlement files as required. The method of application varies by individual agency from standard point of sale equipment to various types of software data captured via personal computer to Internet-based applications to online/mobile payment gateways.

3.2 All transactions shall be processed in real time. Within twenty-four (24) hours of authorization, the payments must be submitted in to the ACH (Automatic Clearing House) for processing and must be electronically deposited via ACH in the gross amount (in their entirety) directly into the County's designated bank account.

3.3 Deposits must be segregated per entity with individual identifiers. The County must be able to see each department's deposits as their own line item, not integrated into one deposit.

3.4 The Contractor's payment processing system must be available for use by customers twenty-four (24) hours a day, seven (7) days a week.

3.5 On-line and phone transactions from customers must allow for alpha-numeric character entry as well as international addresses.

3.6 The Contractor must provide for the authorization and settlement of transactions through the appropriate authorization and settlement networks and provide problem resolution to transaction and/or settlement discrepancies within two (2) business days.

3.7 The Contractor shall allow for accounts to be set up for a convenience fee to be paid by the customer or by the County department. This functionality shall be available for all accounts. Any convenience fee paid by the customer must be collected by the Contractor prior to distributing funds to the County.

3.8 The Contractor's electronic payment service must maintain quality controls to minimize the occurrence of unintended duplicate payment transactions by customers, while allowing for customers to submit multiple intended payments.

3.9 A "shopping cart" feature shall be provided to allow citizens to make multiple payments to the same department with a single transaction.

4 Reporting Capabilities

4.1 The Contractor must provide daily, weekly, and/or monthly detail and summary reports electronically so that each department within Pinal County can receipt the payment to the proper account(s). NOTE: Each department within in Pinal County may choose various reports; therefore, reporting capabilities must be flexible to accommodate each department's reporting requirements. For example, there must be space for a parcel number as part of the payment information for property tax payments.

4.2 The Contractor shall provide a daily report via email detailing each department's transactions from the previous day as well as a downloadable report formatted to process through the Treasurer System for the Pinal County Treasurer's Office.

4.3 The Contractor must provide a monthly report to the Pinal County Treasurer's Office summarizing the activity for all departments within Pinal County by department name, card type (with gross sales included), returns, net sales, and total transaction counts. NOTE: This report must include all card types.

5 Administration Activities

5.1 The Contractor shall send original merchant account statements and terminal charges, if applicable, to the Pinal County Treasurer's Office to the attention of the Treasurer on a monthly basis. Duplicate merchant account statements shall be sent to each department within Pinal County receiving the credit/debit card service.

5.2 The Contractor shall set up a separate account for each location at no charge to Pinal County. Contractor must have prior written authorization to set up a merchant account from the Pinal County Treasurer.

5.3 The Contractor must establish merchant and terminal identification numbers for each department that will enable the County department to identify each location processing transactions. The varying levels of County government are: County, Departments, Divisions with Departments, Sections/Programs with Divisions, and Individual Locations within Sections/Programs. Some departments may require invoicing and cost breakout down to the "Individual Locations within Sections/Programs" level. This is due to the unique cost accounting required for sections/programs receiving various forms of Federal and State funding, including but not limited to grants. The County reserves the right to add/delete County government locations at its sole discretion.

5.4 The Contractor shall provide a minimum lead time of 90 day notice for major upgrades and 30 day notice for minor updates.

5.5 The Contractor must provide the necessary lead time, minimum of 90 days, for the Contractor to have instruction/dialog changes made on the website or IVR telephone recording.

6 Terminals (Equipment & Software)

6.1 POS (Point of Sale) terminals must be provided with a zero floor limit. NOTE: Pinal County and the Contractor will determine the number of terminals if a contract is awarded. Pinal County reserves the right to acquire the required POS equipment from another source if it is in the best interests of the County.

6.2 The Contractor shall replace any malfunctioning equipment within two (2) business days, unless a time frame has been agreed upon between the Contractor and Pinal County in writing.

6.3 The Contractor shall deliver operating supplies within three (3) business days of notification to the Contractor by Pinal County. The Contractor must provide start-up supplies at NO additional cost to the County. Start-up supplies must include, but are limited to: sales tickets and credit vouchers.

6.4 The Contractor must provide credit/debit card readers and signature pads that are compatible with Microsoft Windows version 10.

6.5 The Contractor must provide equipment and software that is applicable for the County to process electronic revenue collection transactions and future applications for new Departments accepting credit/debit/ACH that will electronically receive an authorization code approving or disapproving the ticket transaction at no additional cost to the County.

7 Customer Service

7.1 The Contractor must provide telephone assistance during the hours of 7:00 a.m. until 5:00 p.m. Mountain Standard Time Monday through Friday, except legally recognized holidays for Pinal County. Telephone assistance must include, but is not limited to: POS terminals, research, supplies, installation, problems, and replacement or malfunctioning equipment. If a POS terminal is down, the Contractor must allow for verbal authorization without a terminal.

7.2 The Contractor must have the capability to operate from the POS terminals located at various locations.

7.3 The Contractor must provide a contact name and contact information for a local representative that shall be available for assistance. Any personnel changes shall be communicated within one week of the change.

7.4 The Contractor must provide training to department personnel at no cost as related to payment and credit/debit processing requirements (i.e. procedures for handling retrieval requests, charge backs, accessing reports and transaction data, upgrades to programs or machines, and/or other processes and procedures which may be required).

7.5 The Contractor must work together with the Pinal County Treasurer's Office and the County Departments to implement credit/debit card applications in order to advise the County regarding the most cost-efficient alternative(s) and/or innovative solution(s).

8 Integration / Interfaces

8.1 The Contractor's payment processing system must be able to interface with the Treasurer Receipting and Online Collection System (TROCS), a custom in-house developed application, and be able to accept nightly upload of property parcel numbers, amounts due and owner names through a secure FTP site.

8.2 The Contractor's payment processing system must interface with the County's Accela software.

8.3 The Contractor's payment processing system must be able to interface with the County website by allowing form data to be passed from the County website to the Contractor site. Allowing, for example, a tax payer

to access their property tax bill through the County website, then be routed to the Contractor site for payment of that bill.

8.4 The Contractor's payment processing system must have a test page allowing for the testing of data passing between systems.

8.5 The Contractor must supply an online Payment gateway API for integration into custom code projects including but not limited to mobile development, web development, and desktop integrations. The Contractor must also supply individual, customizable web pages to process unique transaction types for each department.

PINAL COUNTY
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193425RFP Contract Exhibit B

Contract Pricing

Item	Description	%
1	Percentage Per Transaction	2.29 %

Item	Description	Unit Price
2	Minimum Fee Per Transaction	$1.50
3	Visa Tax Debit Flat Fee Per Transaction In lieu of Percentage Per Transaction	$3.50
4	Electronic Check Flat Fee Per Transaction In lieu of Percentage Per Transaction	$0.50

193425RFP Contract Exhibit C

Responder's Proposal

Exhibit C -1

Supplier Contact Information

Supplier Contact Information

Credit and Debit Card Processing
#193425RFP

Supplier Name: **Point and Pay, LLC d/b/a Point & Pay**

Street Address (Line 1): **110 State Street East**

Street Address (Line 2):

City: **Oldsmar** State: **FL** Zip Code: **34677**

Main Office Telephone Number: **888.891.6064** Alternate Number:

Website: **www.pointandpay.com**

Contacts:

Direct questions regarding solicitation proposal to:

Name / Title: **Mark Ruis, Senior Account Manager**
Role/Responsibilities: **All communications, including, but not limited to, new developments & product offerings**
Telephone Number: **503.236.7069 (office)** Alternate Number: **503.860.5015 (mobile)**
E-mail Address: **mruis@pointandpay.com**

If awarded, direct Sales questions to:

Name / Title: **Mark Ruis, Senior Account Manager**
Role/Responsibilities: **Same as above**
Telephone Number: **503.236.7069 (office)** Alternate Number: **503.860.5015 (mobile)**
E-mail Address: **mruis@pointandpay.com**

If awarded, direct Contract and Renewal questions to:

Name / Title: **Kevin C. Connell, Chief Executive Officer**
Role/Responsibilities: **Contract renewals and approval to include signing authority**
Telephone Number: **888.891.6064, ext. 5738** Alternate Number:
E-mail Address: **kconnell@pointandpay.com**

If awarded, direct Accounting questions to:

Name / Title: **Jeff Brodsky, Controller at North American Bancard**
Role/Responsibilities: **Accounting questions and clarifications**
Telephone Number: **248.269.6000, ext. 1791** Alternate Number: **Direct Fax: 248.283.6012**
E-mail Address: **jbrodsky@nabancard.com**

PINAL COUNTY
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Exhibit C -2

Questionnaire

Question Set 1: Capacity of the Responder

#	Question	Comment
Company Structure		
1.1.1	Responder shall describe their company history including full company legal name, primary business location, years in business, number of employees, ownership structure, and website, if applicable.	Full Company Legal Name: Point and Pay, LLC d/b/a Point & Pay | Primary Business Location: Oldsmar, Florida | Years in Business: 20 | Number of Employees: 82 | Ownership Structure: Point & Pay is a wholly-owned subsidiary of North American Bancard Holdings, LLC. | Website: www.pointandpay.com Point & Pay was originally founded in 1999 to address the payment processing needs for government agencies specifically. We specialize in developing unique payment solutions for online, phone, in-person, and mobile technologies that present bills, capture payments, and post, settle, and reconcile via centralized points of integration, with the highest security standards and compliance as their foundation. These solutions enable our clients to accept electronic payments from consumers and businesses anytime, anywhere. Most of our clients utilize all of our packaged payments solutions, thus the experience gained has enhanced our capability to implement these products rapidly. North American Bancard (NAB) acquired Point & Pay in 2010. A true transactions leader, NAB is the nation's 12th largest merchant acquirer nationally (and 6th largest non-bank merchant acquirer) dedicated to delivering state-of-the-art payment processing services to more than 250,000 businesses, with over $45 billion in transactions every year. Their services include card authorization, data capture, settlement, risk management, fraud detection, and chargeback administration – all backed by an unrivaled commitment to customer care. With a Top Ten Review Gold Rating, NAB is one of the nation's most trusted credit card processing companies possessing strong revenue growth and cash-positive operations. As part of NAB's family of companies, Point & Pay leverages their economies of scale to offer highly competitive rates on transaction processing and payment hardware. Our steady growth since the acquisition has enabled us to gain additional partnerships with governments, utilities, courts, and other organizations nationwide to build and integrate specialized payment solutions to meet each client's unique needs and requirements for several services online, over the phone, and in-person. We are pleased to offer a flexible approach in delivering a best in class payments solution that provides convenient customer experiences and efficient operations.

1.1.2	Responder shall provide detailed information about any current discussions or negotiations your company may be having to be acquired by another firm. Please describe the status of these negotiations/discussion and the timeline related to the acquisition.	No other firm/company is currently planning to acquire Point & Pay, nor is that anticipated in the future.
Experience/ Qualifications		
1.2.1	Responder shall describe their experience providing similar services to entities of similar size and scope. Include the extent of experience, expertise, and knowledge as a contractor for payment processing services. Please include all experience within the State of Arizona.	For two decades, Point & Pay has implemented thousands of projects similar in size and scope for government agencies nationwide, including several in Arizona. Our largest client in the state includes the Arizona Department of Revenue, in which we enabled electronic payment processing services for the residents of Arizona to pay their income taxes online, by phone, or in person at locations throughout the state beginning in January 2018. We performed a custom and seamless integration with the state's iNovah financial management system, a software product by System Innovators. Our second largest client in the state is Pinal County and we are proud of our extended partnership with the County for nearly eight (8) years, and we look forward to continuing this premier-level partnership for the next 10 years. Additional experience throughout Arizona includes several departments within Mohave County, Yavapai County, Yuma County, Cochise County, Apache County, Santa Cruz County, Graham County, and Greenlee County. We also serve the City of Flagstaff, City of Lake Havasu, City of Bullhead City, St. Johns Unified School District, Kingman Municipal Court, Ojo Bonito Water District, and Alpine Water & Sewer.

1.2.2	Responder shall describe the experience and qualifications of the staff that will be assigned to the County's contract.	Point & Pay designates Mark Ruis as the County's continued account/relationship manager, responsible for maintain ongoing communications with key stakeholders at the County. He will facilitate the contracting process, guide the County through Point & Pay's product offerings, and perform regular meetings to update staff with new developments. As Point & Pay's Senior Account Manager, Mark Ruis has developed and maintained key relations with clients in Arizona, and serves as the company's primary account manager for large government clients in the Western region. Mr. Ruis also serves in a consulting capacity with large clients in an effort to design and optimize payment solutions. In this role, he makes it a priority to stay abreast of the applicable rules and regulations for electronic payment processing. As the senior level account manager, he acts as a resource to top-tier counties and cities across the region for the last ten (10) years. Mr. Ruis has a B.S. degree and is a Certified Payments Professional (CPP). Frank Pollock, Point & Pay's Chief Revenue Officer, has also been with Point & Pay since 2010 and is responsible for oversight of all technical and operational activities, including implementations, customer/client services, development, compliance, and the production environment. Mr. Pollock also provides management, escalation support, and guidance for the products and services that best match the needs of large governments, their departments, and applications. Frank Pollock has 15 years of experience in marketing, development, and integration for thousands of public sector clients, including several of the largest companies in the government payments market. Previously, he was Product Manager of the BillPointe program at Fidelity National Information Services (FIS) and held senior positions in product and business development at Official Payments. Mr. Pollock holds a B.A. from Stanford University and has formal training in PCI compliance, card industry rules and regulations, NACHA, project management, and Agile development.As the County's Product Manager, Jennell Carroll will work alongside Mark Ruis in managing all aspects of implementing the new payment solution in a timely manner for the County. Ms. Carroll is an experienced, technically-trained business leader and project manager, adept at using technology to continually improve business processes. In this pivotal role, she manages client relationships for government clients. Ms. Carroll has served as a Product Owner/Manager for more than six years and has developed applicable project management skills. She is adept at coordinating information across multi-functional teams – development, quality assurance, and client services – to meet common goals and translate client needs to ensure optimal outcomes. Her background includes more than a decade of project management, operations management, client services, and business/product development.Point & Pay's project team possesses a combined 30+ years' experience in managing and delivering large scale projects nationwide. They possess a diverse and extensive background in project management, web development, implementations, database administration, security, compliance, information technology and card industry rules and regulations, as well as other policies and procedures governing the financial services industry.

1.2.3	Responder shall provide evidence of meeting the security and certification requirements outlined in the Statement of Work section 2.	Point & Pay is both PCI-DSS Level 1 and SOC 1 Type II compliant and certified. We have included copies of our current certificates and additional detailed information in the section titled "Supplemental Information to the SOW".
1.2.4	Responder shall provide a comprehensive list of the types/brands of card and digital payment processing applications that can be processed.	Point & Pay accepts credit cards issued by Visa, MasterCard, Discover/Novus, and American Express, as well as electronic checks (eCheck) or ACH transfers. We also accept Visa and MasterCard branded debit cards (PIN-based and PIN-less) in real time using the same process as credit cards, and fully support all common networks for both online (Star, NYCE, Pulse, etc.) and offline (Maestro, Interlink, etc.) debit cards and provide transparent switching between authorization routes for a seamless customer experience. We are also able to process prepaid cards, gift cards, promotional cards, corporate cards, and international credit cards as long as those cards include the logo from the major brands mentioned.Point & Pay currently offers a variety of digital wallet options at the point of sale, including Apple Pay and Google Pay, Android Pay, Samsung Pay, and other NFC options. These functionalities are supported natively in the hardware and software utilized with our EMV terminal offerings. Regarding implementation of these products for online/web and other card-not present components; this functionality is currently in development and is scheduled for deployment during the 4th quarter of 2020. We fully commit to supporting these functions as a component of the proposed scope of work. Last year, our web development team determined the need to offer this capability as a high priority project for 2020 that we are proud to share is now underway.
References		

1.3.1	Responder shall provide contact information for a minimum of three (3) public entity references who can comment on the company's professional work in providing payment processing services similar in scope to that of Pinal County that have Accela and Accela Citizen Access integrations in production OR that have developed APIs for taking payments. Responder must include reference name, title, facility, phone, email, physical address, and number of years working with each reference.	1) Jackie Harding, Deputy Treasurer of Operations, Office of the State Treasurer, Arizona Department of Revenue, Phone: 602.542.7859, Email: jackieh@aztreasury.gov, Physical Address: 1700 W. Washington, Room 102, Phoenix, AZ 85007; Length of Partnership: 2.5 years 2) Cindy Landa Cox, Treasurer, Mohave County, AZ, Phone: 928.753.0706, Email: cindy.cox@mohavecounty.us, Physical Address: 700 W. Beale Street, Kingman, AZ 86401, Length of Partnership: 8 years 3) Jessica Huleatt, Customer Service Supervisor, City of Flagstaff, AZ, Phone: 928.213.2267, Email: jessica.huleatt@flagstaffaz.gov, Physical Address: 211 West Aspen, Flagstaff, AZ 86001, Length of Partnership: 4 years and performed an API integration with Harris Innoprise product 4) Shannon Bell, Finance Director/Treasurer/Tax Collector, Jackson County, OR, Phone: 541.774.6535, Email: bellsa@jacksoncounty.org, Physical Address: 10 S. Oakdale Ave., #113A, Medford, OR 97501, Length of Partnership: 8 years and performed an API integration with their Helion software 5) Jim Holmes, Chief Technology Officer at the Franklin County, OH Treasurer's Office, Phone: 614.525.4311, Email: jwholmes@franklincountyohio.gov, Physical Address: 373 S. High St., 17th Floor, Columbus, OH 43215, Length of Partnership: 4 years and performed an API integration with their software

Question Set 2: Method of Approach

#	Question	Comment
	Customer Service	

2.1.1	Responder shall describe how customer service requests from the County are managed. Responder shall provide guaranteed response time for emergency service requests.	Point & Pay is able to provide the County with assistance and technical support via toll-free phone during 7:00 AM to 5:00 PM MST (as requested in the SOW), as well as via email. Our dedicated customer/client service team utilizes a ticket management system to monitor and track any issues that may arise. This team facilitates first-level support for assistance with log in credentials, reports, settlements, deposits, payments, chargebacks, refunds, and voids. Our second level support covers move complex issues such as modifying a configuration, validation, configuring exclusions, adding services, and banking/settlement changes. We also employ a Network Operations Center (NOC) charged with monitoring system performance, maintenance, troubleshooting, and responding to technical support calls on a 24/7/365 basis with on-call representatives and after-hours escalation procedures. Point & Pay's SLA agreement includes critical service requests with a guaranteed response time of 30-60 minutes and high-level requests with a guaranteed response time of 1-4 hours.
2.1.2	Describe the customer service for citizens making payments. Describe how seasonal high call volume will be managed in order to minimize wait times for citizens making payments over the phone.	Point & Pay's support team provides live assistance around the clock to assist customers paying through our services; standard help desk hours are between 6 AM – 6 PM MST. Our client support group processes have built in redundancy to manage call overflow efficiently, and we provide back-up resources for our support specialists to ensure constant communication with automated email check-ins for system issues and maintenance scheduling and escalation to management when requests age beyond acceptable timeframes.
Provision/ Implementation		
2.2.1	Responder shall describe in detail how they will provide the services outlined in the Scope of Work. Provide information about the provision of services, equipment information, and software and reporting capabilities.	Please refer to our implementation approach detailed in the "Supplemental Information to the SOW" to transition the Treasurer's Office to our new online BillPay solution, upgrade the IVR system, and rollout of NFC payment options (Apple Pay, Samsung Pay, PayPal, etc.).
2.2.2	Responder shall provide a detailed timeline with milestones for service transition if awarded.	As the incumbent provider for Pinal County, transitioning services does not apply.
Quality Assurance		

2.3.1	Responder shall provide standard procedures for system upgrades, including estimated time required and any downtime expected.	Point & Pay reserves two time windows per week for code releases and system maintenance. These occur on Thursday's and Sunday's between 12:00 AM – 3:00 AM MST. Though these windows are reserved, a typical month may only have two (2) to three (3) instances of scheduled maintenance take place. Due to system redundancy, the vast majority of our maintenance windows contain no impact to our clients' payment processing capabilities and are transparent to users.
Reports		
2.4.1	Responder shall describe reporting capabilities and customization. Please provide samples of reports.	Point & Pay has included a sample of reports as a separate attachment, as requested by the County in the RFP instructions. We provide additional information on our real time reporting capabilities in the "Supplemental Information to the SOW."
Solution Capabilities		
2.5.1	Responder shall describe transaction processing and settlement capabilities addressing concerns and requirements outlined in SOW.	For credit and debit cards, Point & Pay's system requires the customer to enter their card payment information, along with the associated verification type, including AVS, CVV, CVC, and CID. Our system then performs a real-time authorization for the customer's transaction and it occurs in a matter of seconds. Under online processing, the system authorizes each transaction separately as it occurs and returns the authorization status immediately after submitting the transaction for approval. Point & Pay's standard service for electronic checks includes validation of account number formatting and logic, blacklist, double-blind entry verification and Federal Reserve bank validation to ensure the respective account number entered by the customer exists. The system requires the customer to enter data in a series of fields to include the routing number, account number, re-enter account number, and the account type. When the user enters and submits the information, the system then validates the transaction in real-time with the applicable bank. If funded directly from the processor, the settlement timeline is 24 hours for Visa, MasterCard, and Discover. American Express settles in 48 hours. Point & Pay supports settlement of funds via ACH with appropriate configuration of batch times. The County is able to view funds as one lump sum, or as individual deposits. Transactions occurring on Saturday and Sunday will post on Monday; and we are able to report on these weekend transactions separately, if desired. Point & Pay's system fully supports an automatic, real-time availability of settlement reconciliation files for the County; we will transfer these files daily via our secure, hosted SFTP web service in CSV, XML, or tab-delimited formats.

2.5.2	Is the software proposed capable of accepting a daily update from the Treasurer's Office TROCS program with parcel and tax balance data?	Yes, Point & Pay currently accepts daily updates from the TROCS program with parcel and tax balance data and we are capable of continuing this capability with the existing payment solution in place or if the Treasurer's Office would like to upgrade to the new BillPay solution.
2.5.3	Has the software proposed been successfully integrated with Accela at another entity/business?	Point & Pay has experience working with Accela and their 3rd party implementation contractors for other clients. We are proud of our successful integration with Accela for Pinal County, understand the system is performing well, and feel we are in a unique position to continue supporting this capability.

Exhibit C - 3

Proposal Documents

point&pay

April 4, 2020

Krystle Sigman, Procurement Officer
Pinal County Purchasing Dept.
31 N. Pinal Street, Bldg. A
Florence, AZ 85132

Dear Ms. Sigman:

Point & Pay appreciates the opportunity to respond to RFP# 193425RFP, Credit and Debit Card Processing. As a leading nationwide provider of progressive payment solutions for governments, courts, and other agencies, we are confident our combination of best-in-class products, integration capabilities, and high quality service meet and/or exceed the Scope of Work requirements. We provide key points to demonstrate how the Treasurer's Office and other departments will benefit from continued services.

- **Delivering an Exceptional Customer Experience**
  Point & Pay's solution drives new levels of customer engagement with a dynamic, user-friendly interface that offers a convenient way to pay at any time, from anywhere, and on any device.
- **Enabling Efficient Administrative Operations**
  Our payment solution will allow the Treasurer and other County departments to streamline revenue collection, increase the receipt of payments, and lower costs to customers.
- **Providing a Secure, Integrated, and Hosted Solution**
  For nearly two decades, we have performed successful integrations, thus enabling a seamless data exchange between our solution and our clients' systems, including the County's TROCS system and Accela application. Additionally, all of Point & Pay's payment solutions are PCI-DSS and SOC 1 Type II compliant.

We look forward to continuing our partnership with Pinal County by delivering innovative payment solutions that will increase operational efficiencies and provide better services to customers. We are particularly proud of our ***BillPay*** product that offers mobile and recurring payment capabilities, as well as other advanced functionality. Point & Pay believes there is a great runway ahead for the effects that product will have on the usage of electronic payments and the level of customer engagement experienced by the County. We hope to set the foundation for what we will build together for the next 10 years and look forward to a continued partnership in serving all departments within the County.

Mark Ruis, Senior Account Manager, is authorized to represent Point & Pay in this procurement if awarded contract, and/or to discuss any contract negotiations. Mr. Ruis is available via mobile phone at 503.860.5015 and by email at mruis@pointandpay.com.

Best regards,

Kevin C. Connell
Chief Executive Officer

888.891.6064
info@pointandpay.com

110 State Street East
Oldsmar, FL 34677

Facebook.com/pointandpay
Linkedin.com/company/point-and-pay



PINAL COUNTY
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PINAL COUNTY, ARIZONA

SUPPLEMENTAL INFORMATION TO THE SCOPE OF WORK

CREDIT AND DEBIT CARD PROCESSING | 193425RFP

April 7, 2020 | 2:00 PM MST

Kevin C. Connell, Chief Executive Officer | 110 State Street East, Oldsmar, FL 34677 | 888.891.6064 | kconnell@pointandpay.com

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Note of Gratitude & Continued Commitment to Pinal County

As one of Point & Pay's premier clients, we want to express our sincere gratitude for Pinal County's long-term loyalty with us and truly value the partnership that spans nearly eight years. It is hard to believe our initial contract commenced on July 4, 2012 when we implemented electronic payment capabilities for the Treasurer's Office and multiple other County departments, including a specialized Angel IVR service.

Point & Pay also recognizes that in the course of our 8-year relationship, we have experienced a few minor issues and identified areas for improvement. Through those experiences, we have truly appreciated the County's commitment to clear communications, professionalism, and the level of concern and care that the County has for its customers and constituents. We truly appreciate clients like Pinal County, because as we go through challenges together, you help make us a better company.

When we started this partnership several years ago, Point & Pay had about 25 employees, 600 clients and was essentially a newcomer to processing at the County level in Arizona. Today, with 82 employees, 4,000+ government clients, and over 100 clients in Arizona alone, we recognize Pinal County as a cornerstone of our business. Over time, we have continually updated, enhanced or replaced our payment products to stay current with the latest technologies available. We are particularly proud of the new online BillPay presentment products that has proven to increase the usage of electronic payments and the level of customer engagement experienced by similar clients.

We welcome the opportunity to transition the Treasurer's Office to the new online BillPay product, thereby enabling the same cost-effective solution that will save time, reduce operational costs, and ultimately enhance the customer experience. Point & Pay believes that with the current COVID-19 pandemic and possible future, unfortunate occurrences, the nation will experience an influx of customers seeking to pay online, thereby increasing the necessity to offer an innovative virtual bill pay process that proves highly beneficial to the County and highly satisfying to its citizens.

Point & Pay is pleased to offer the County with $2,500 in marketing funds to advertise the new user interface, mobile dynamic formatting, and other advanced features of the new payment solution. With the nation's current crippling crisis, we recommend online marketing initiatives that include social media campaigns, local media buys, etc. However, we are open to facilitating other marketing methods, as well as online avenues.

We look forward to a continued partnership in serving Pinal County as a whole and addressing all County department needs'. Throughout our proposal, we provide details about continued use of existing products, new product enhancements, as well as future developments.

point&pay

1 General Requirements

1.1 Internet & IVR Payment Processing System

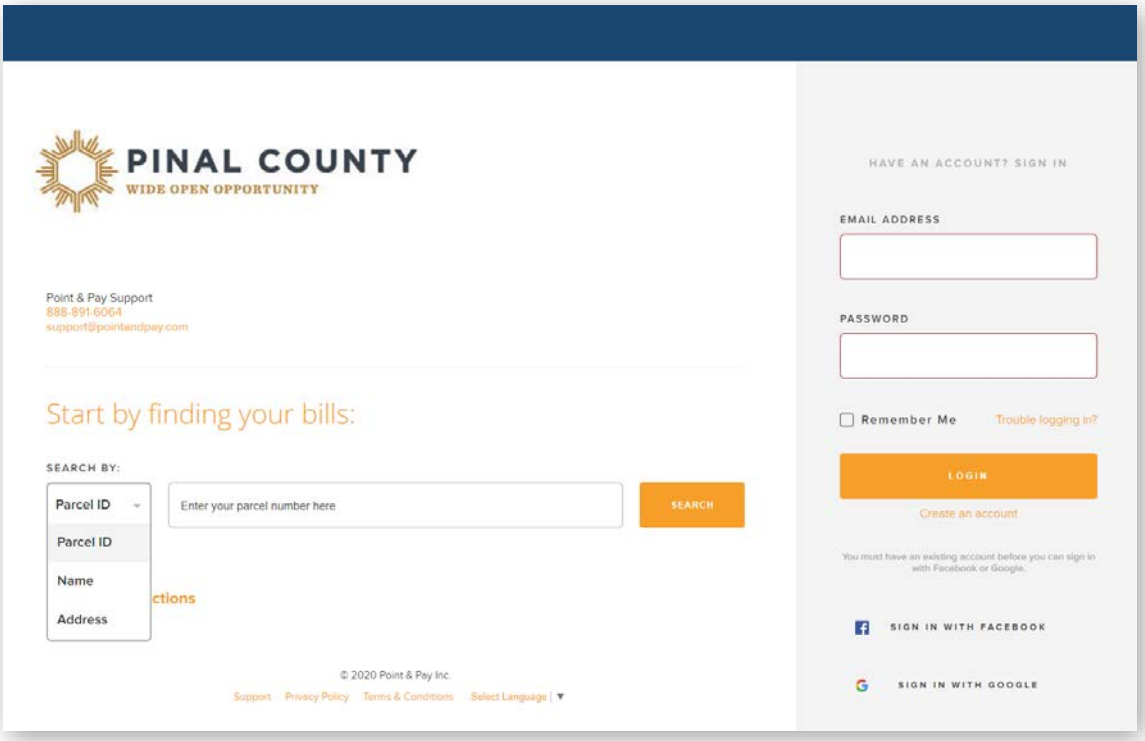
The Contractor shall provide an Internet and Interactive Voice Response (IVR) payment processing system for Pinal County.

Point & Pay proposes use of the existing internet and Angel IVR payment solutions for all County departments; however, we are pleased to introduce our best-in-class online solution for the Pinal County Treasurer's Office that will modernize the customer payment experience by leveraging the latest technologies. Our proven product enhances customer engagement with an intuitive, user experience featuring uniquely configured forms for multiple payment types and accepts all credit cards, debit cards, and electronic checks. It is our most advanced and comprehensive web product that ultimately drives electronic utilization by providing customers with instant access to valuable tools and efficiencies, while at the same time safeguarding sensitive data with the strongest security and encryption controls available today. It goes beyond the traditional definition of a standard front-end to deliver a sophisticated customer management and engagement platform.

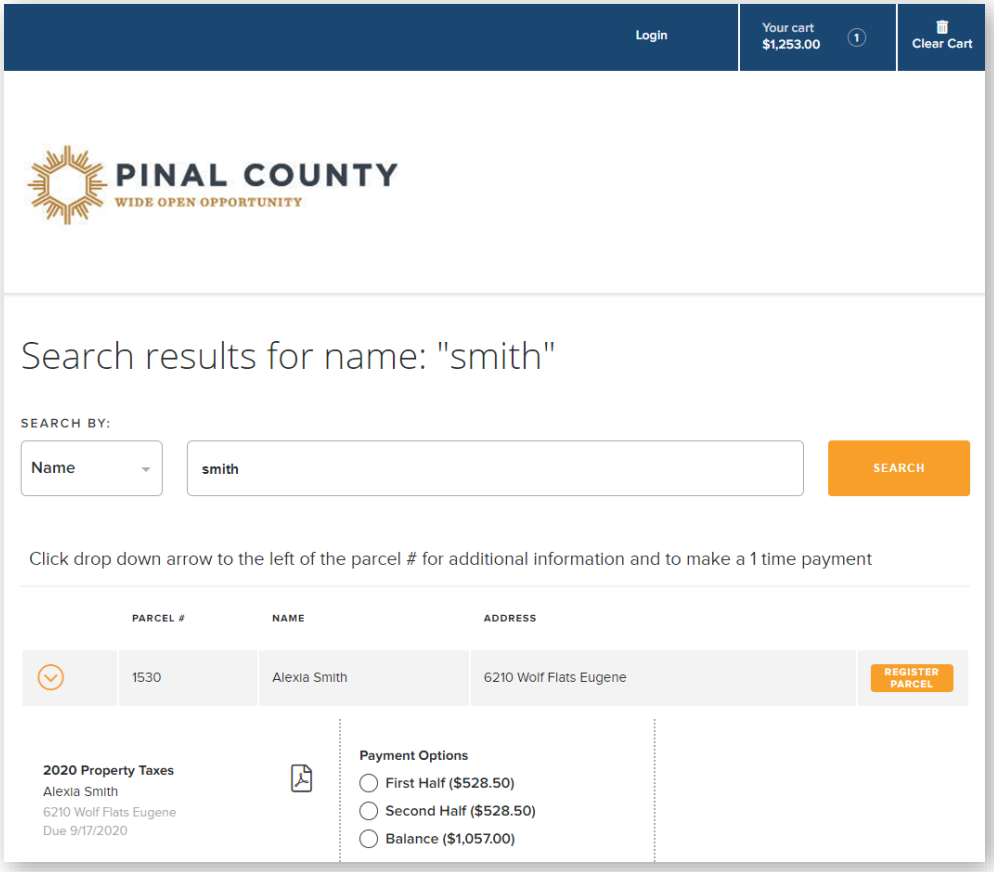
Point & Pay's solution provides the features and benefits below.

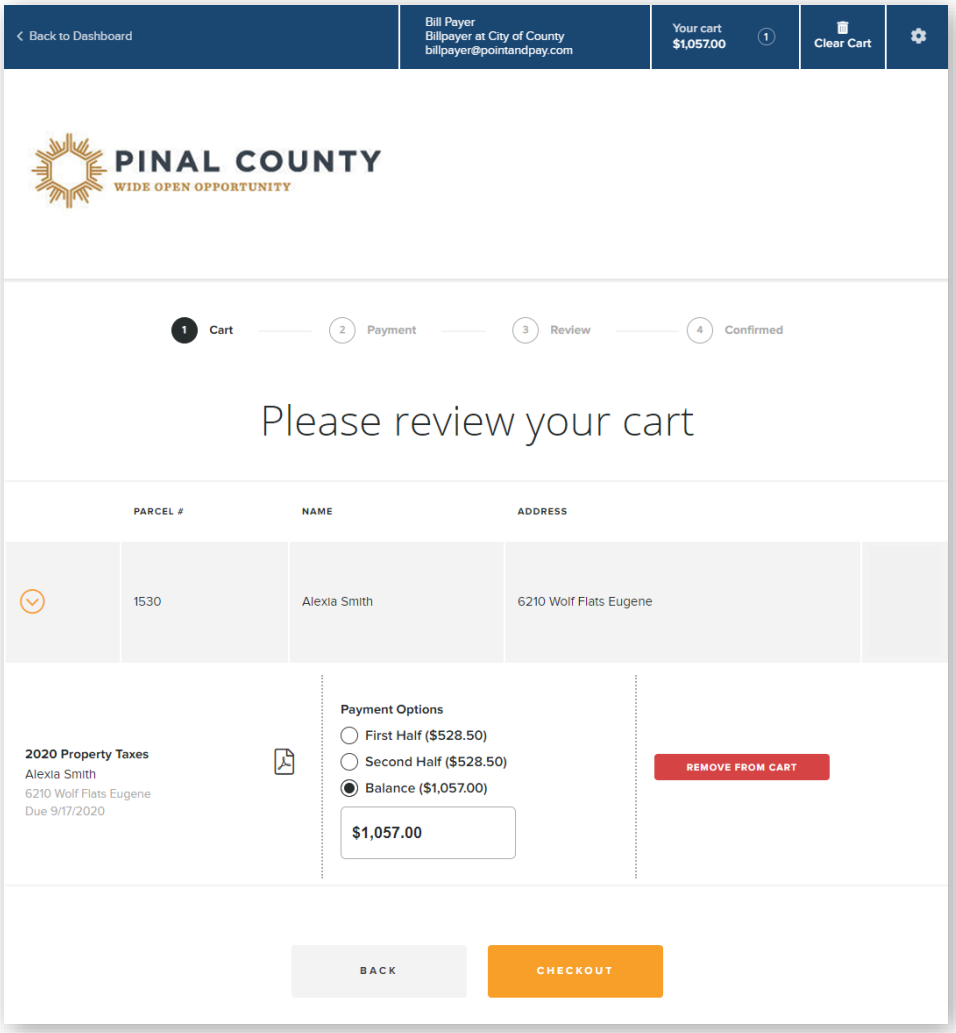
- ✓ One-time payment without registration
- ✓ Accommodates over 100 language preferences
- ✓ Display of the convenience fee for each payment type during the 2nd step of checkout
- ✓ Future-dated, installment, and recurring payment capabilities
- ✓ Shopping carts for managing multiple payments in the same checkout
- ✓ Simplified registration with existing social media credentials (Facebook, Google)
- ✓ Display of billing and payment history, with PDF download of statements and print options
- ✓ Manage personal profile, including storing payment methods
- ✓ Email and text/SMS notifications and Ad-hoc customer communication tools

Point & Pay's mobile-dynamic dashboard personalizes every aspect of the payment process in a simplified and streamlined manner that engages users with the most modernized payment experience available. From the payment home page, the customer will be presented with the option to register by entering their personal email and password after completing a one-time payment; however, if they want to expedite the process and use existing sign on credentials from social media accounts, they have this ability via Facebook or Google (shown on the following page). With this offering, customers are more likely to return for full account management.



Payments Home Page (above) and Search to Pay Functionality (below)



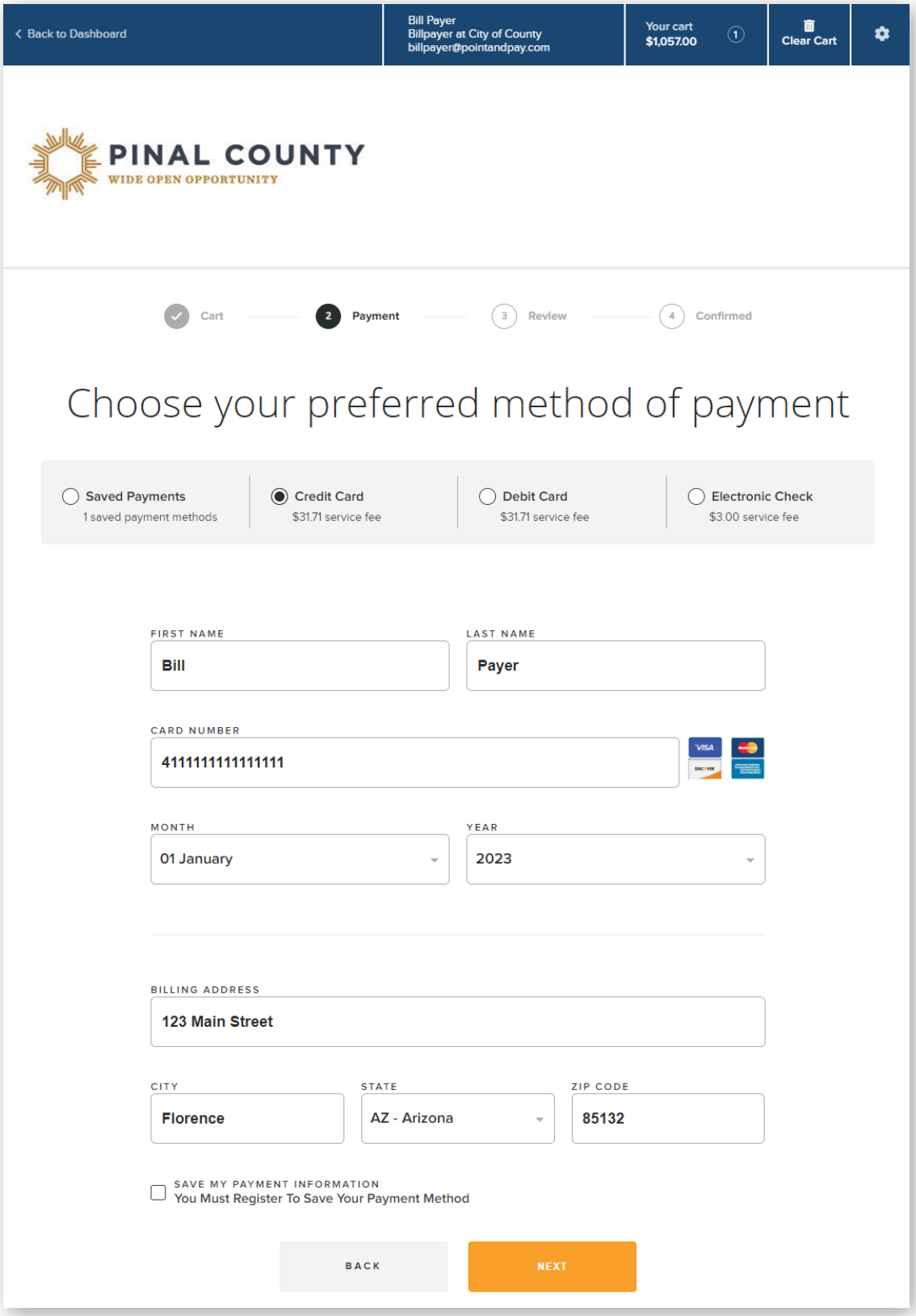


Shopping Cart Functionality

Point & Pay's proposed solution offers customers two options in using a credit card, debit card, or electronic check to make payments directly to the County. Our goal was to make the payment process simple and streamlined, but also to engage customers so clients experience increased utilization.

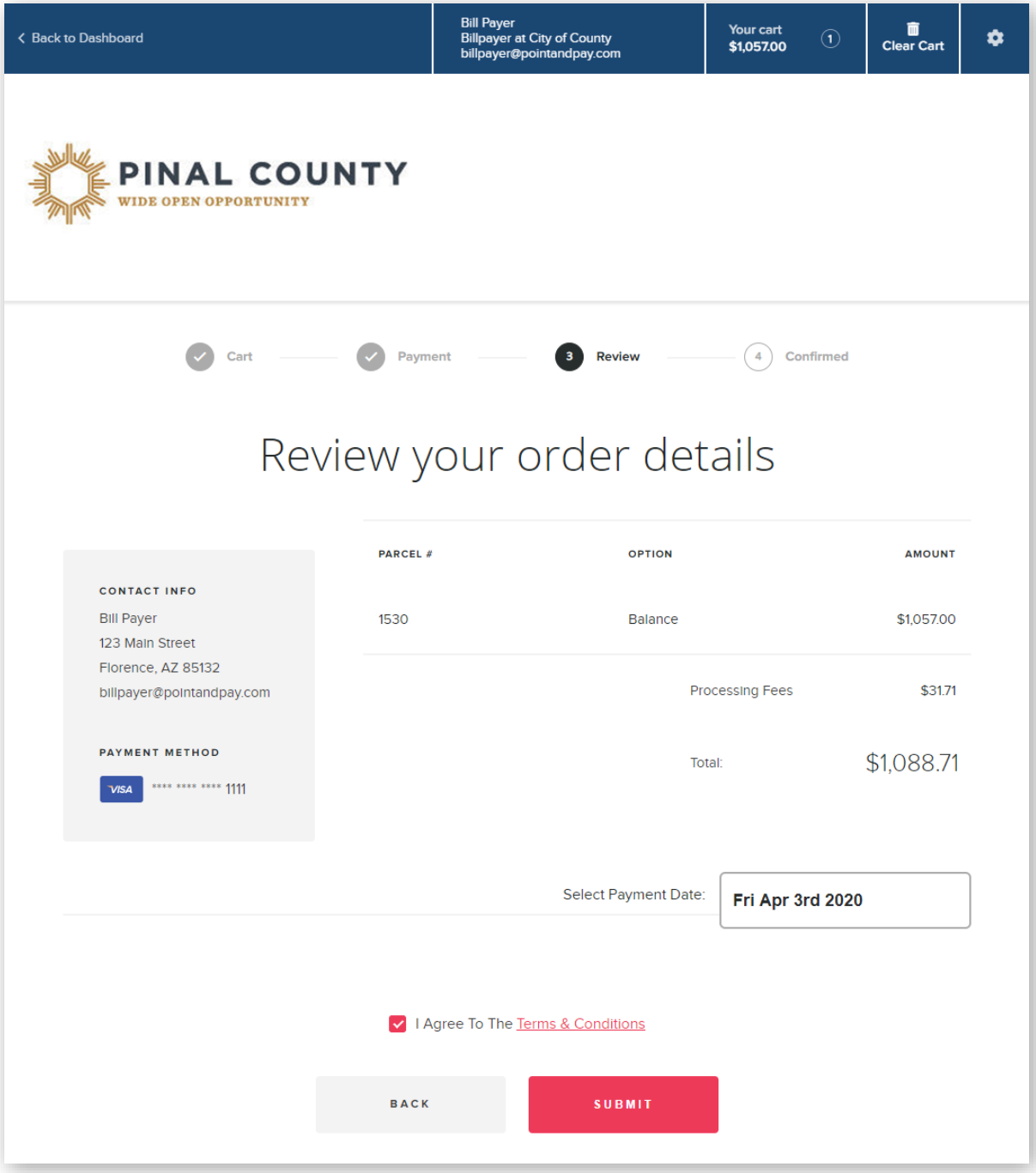
1 For a quick, one-time payment without logging in, the solution presents the customer with the option to select their preferred payment method and **displays the convenience fee associated with each type.** By automatically displaying this fee, the customer is able to view the cost associated with each method instantly (as shown on the next page).

2 If the customer registers as an account user, they will be able to save multiple payment methods under the '*Profile*' tab of their dashboard. When they decide to make a payment or schedule a specific payment frequency, they simply select the '*Saved Payments*' option, which displays all of their saved payment types (i.e., credit card, debit card, e-Check). Just like option 1, our solution **displays the convenience fee associated with each type.**

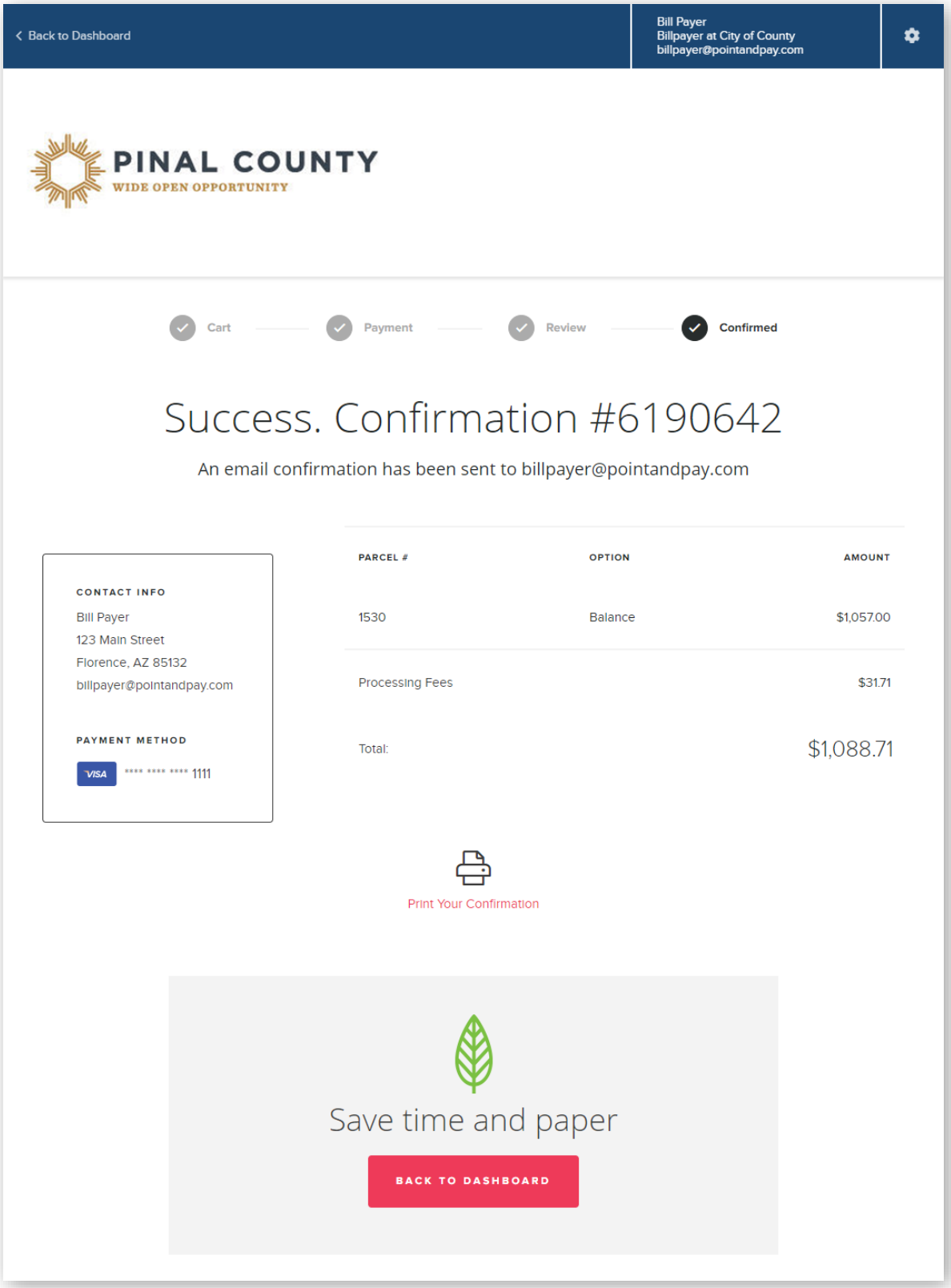


Credit Card Payment with Display of Convenience Fee and Option to Save Payment Information

With Point & Pay's proposed solution, the customer will not only be able to view all payment details on the confirmation page, but the system will automatically email a receipt that includes the transaction date, amount of their bill, the processing/convenience fee, total amount paid, a unique confirmation number, as well as the option to print a receipt. We can also set up other data fields if the County prefers to display additional payment information.



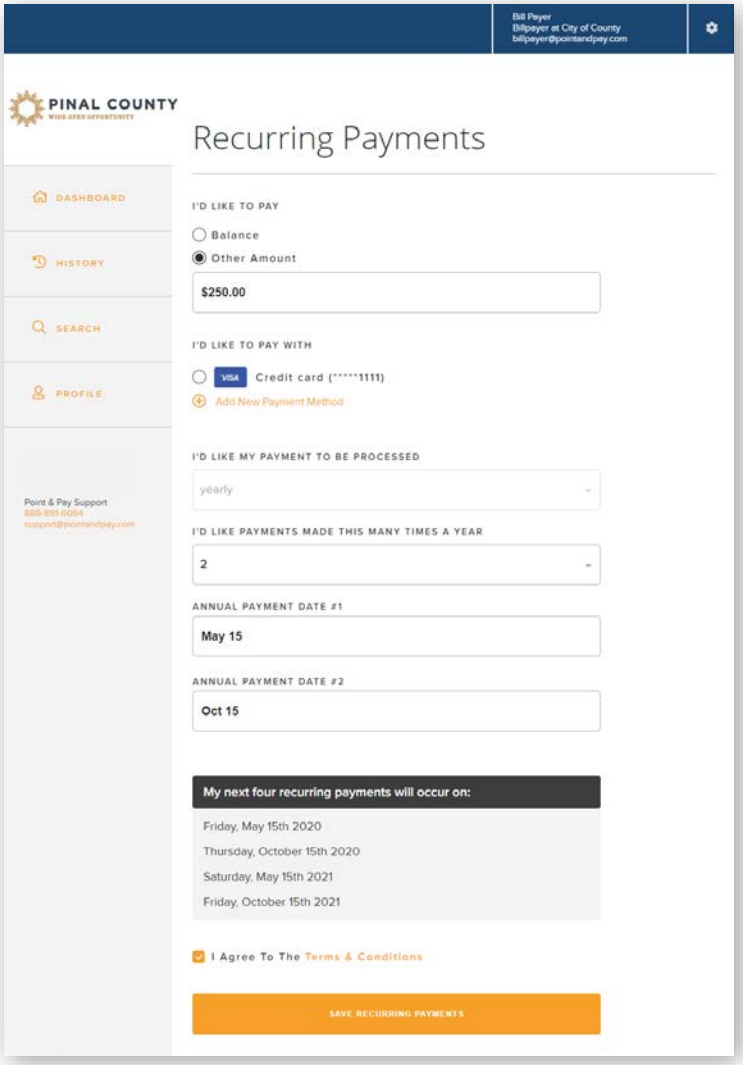
Payment Review with Acknowledgement of Terms & Conditions



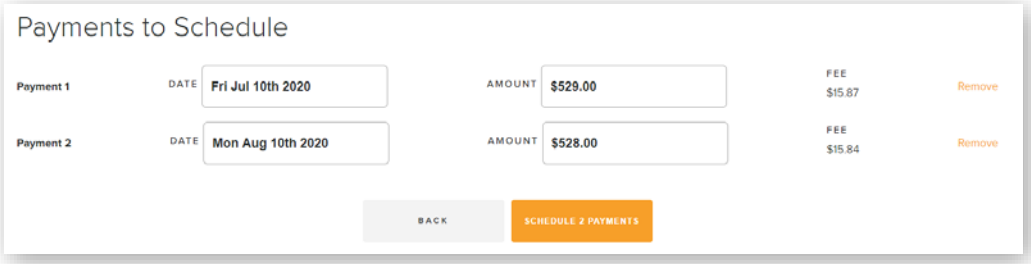
Payment Confirmation with Option to Print Receipt

Recurring and Installment Payment Capabilities

To establish recurring or installment payments, registered customers can enable this *'Set It and Forget It'* functionality based on their billing frequency, payment method, total amount due, specific amount, or an "up to" limit. Once activated for recurring payments, this feature automatically populates the next three (3) payment dates and displays those on screen. With this convenience, the customer avoids having to log in each month and manually pay their bill.

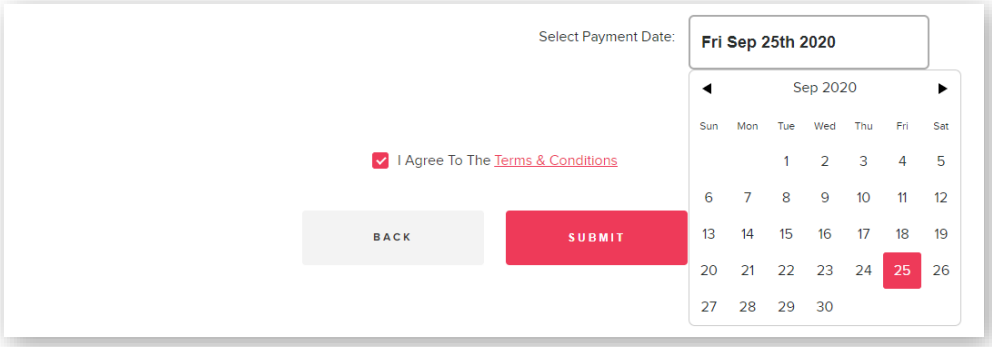


Recurring Schedule (above) and Installment Payment Schedule (below)

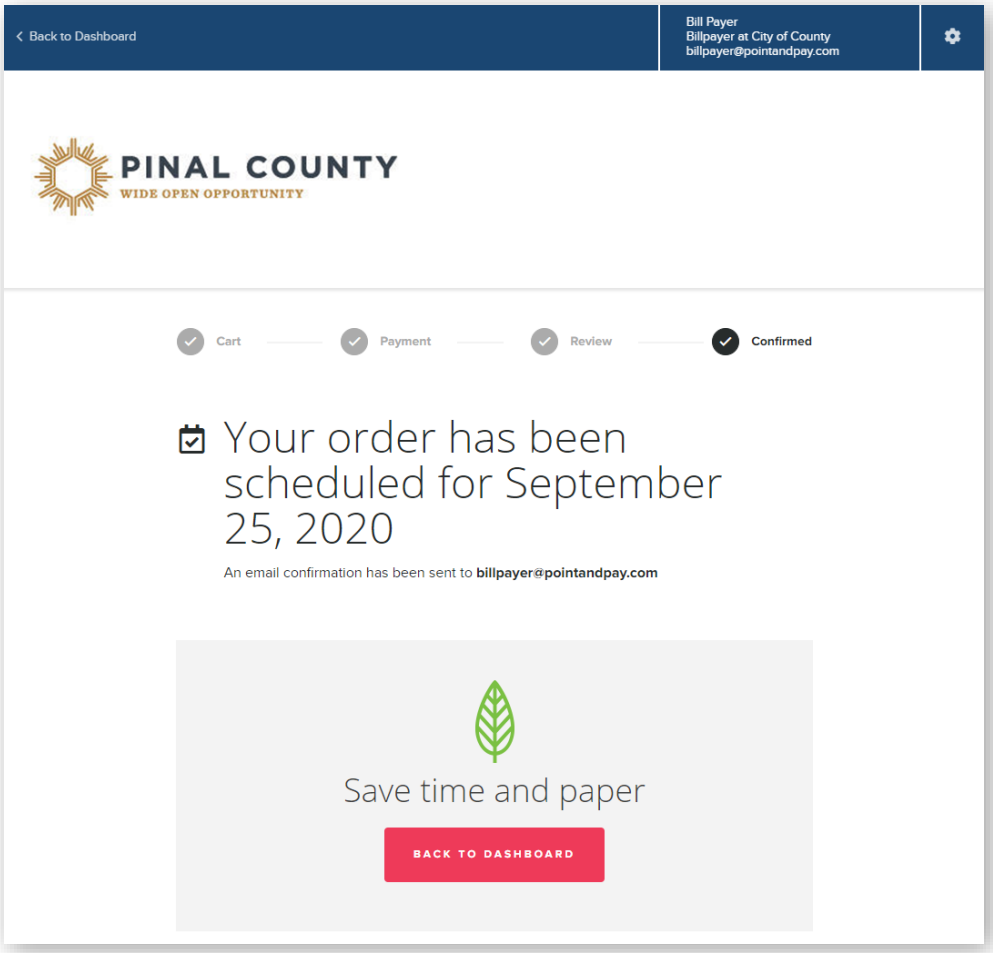


Future-Dated Payments

Point & Pay provides customers with the ability to schedule a one-time future-dated payment with a user-friendly calendar icon that displays on the review screen during the payment process. However, we can tailor the solution to recognize specific due dates required by the County. After scheduling their payment, they have with the option to register by entering their personal email and password. However, if they can expedite the process and use existing credentials from either Facebook or Google.

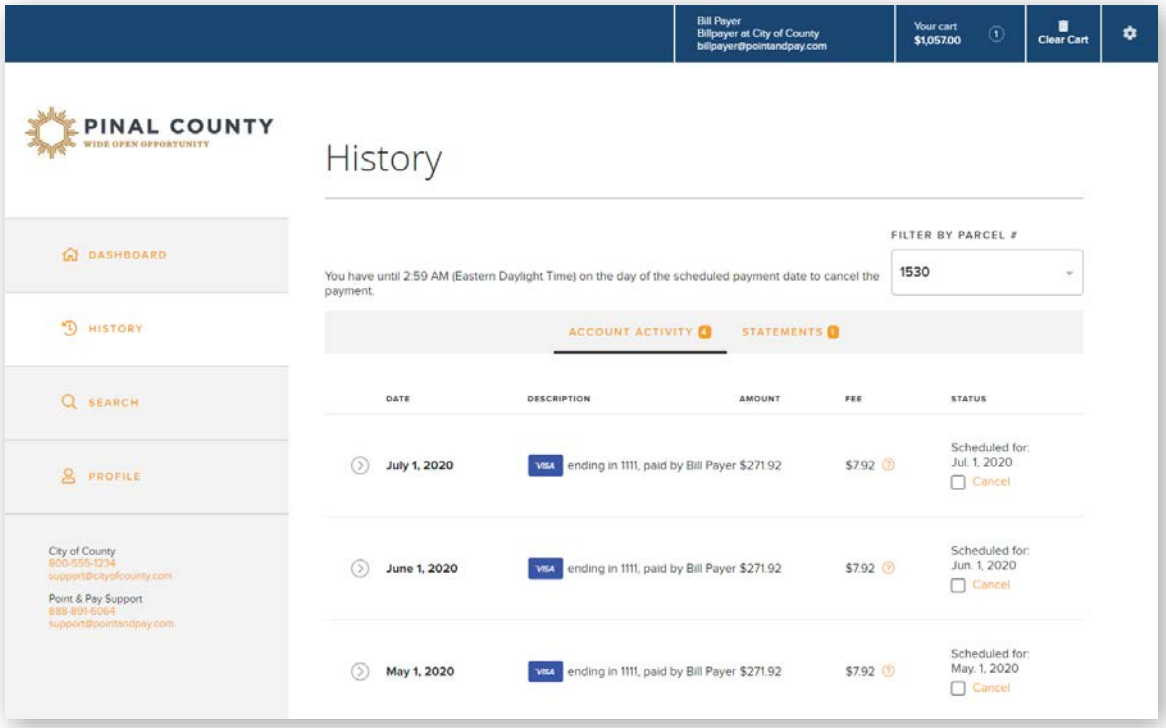


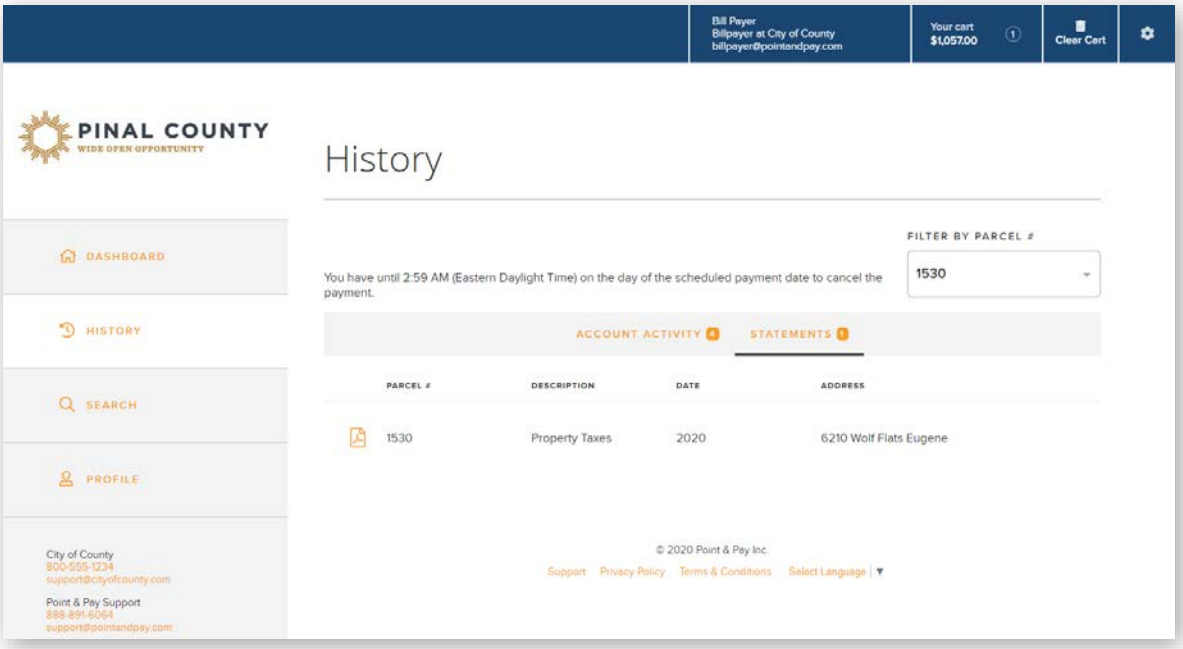
User-friendly Calendar Icon (above) and Confirmation of Scheduled Payment (below)



Account Activity & Statement History

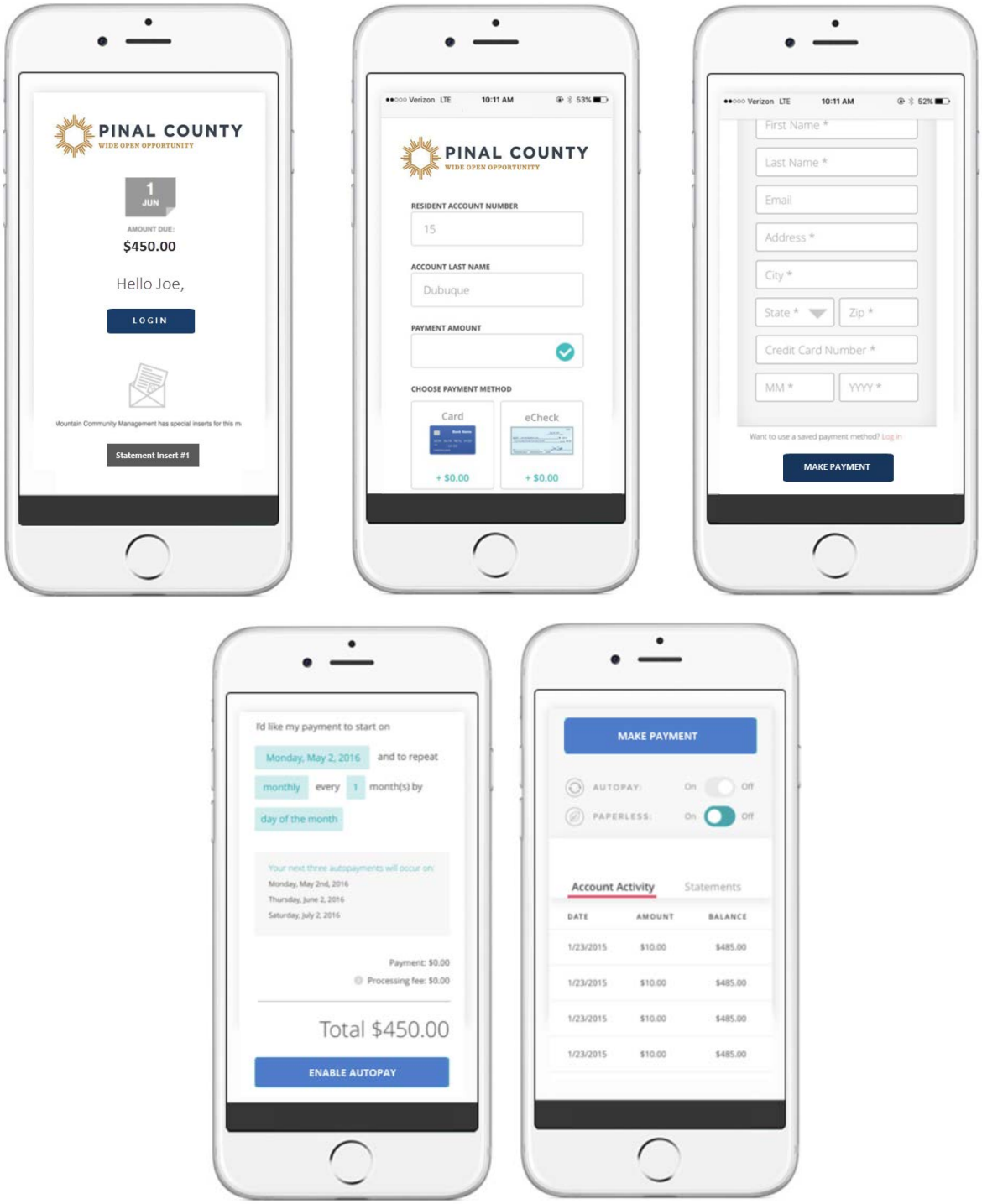
Customers are able to view account activity that includes successful, scheduled, and cancelled payments with all associated payment data. They will also be able to access up to 24 months of their statement history, which displays an image of their electronic bill by selecting the PDF icon. Please note we can enable this feature as long as we receive the necessary data files from the County during implementation.





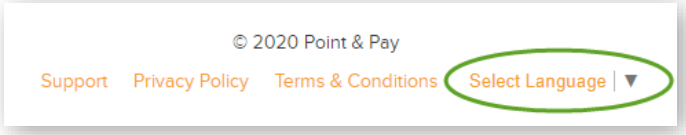
Mobile Payment Platform with Text/SMS Notifications

Point & Pay's online solution is mobile-friendly and responsive across all devices in the market today, regardless of brand, size, etc. Our mobile-optimized solution provides an intuitive, user-friendly interface for customers with the latest technologies. This includes fully integrated mobile billing capabilities, allowing customers to view and pay at any time, from anywhere.

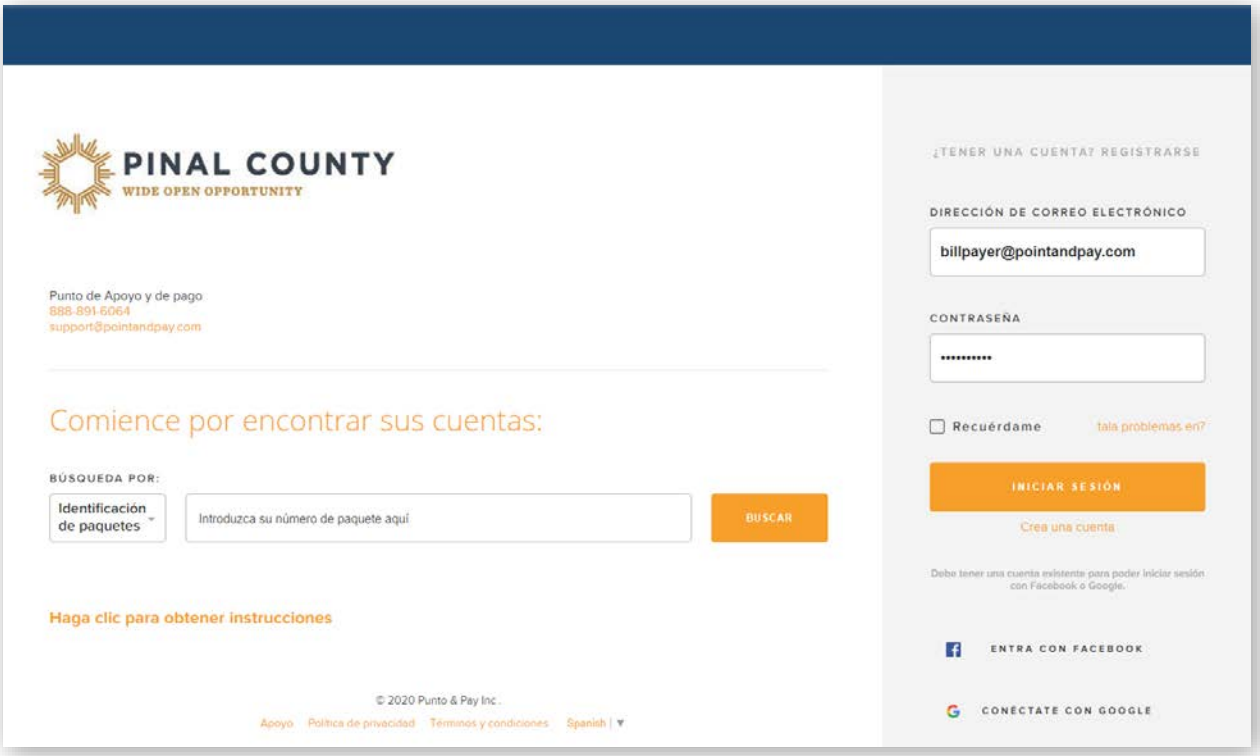


Multilingual Capabilities

Point & Pay's proposed solution accommodates over 100 languages besides Spanish. In an effort to streamline the payment process for customers of any nationality, we embedded the Google Translate function within the user interface to make it simple for anyone. With just two clicks, the pages instantly update to display the customer's native or preferred language throughout the entire payment process. We provide sample images in Spanish, since it is the second most used language in the country.

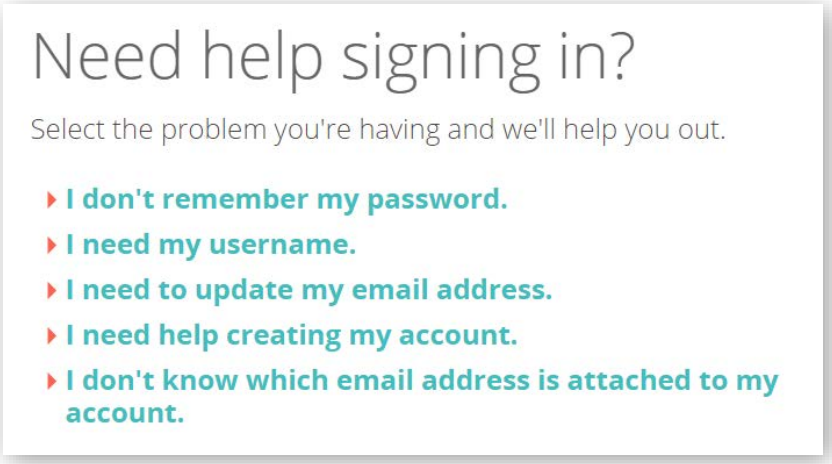


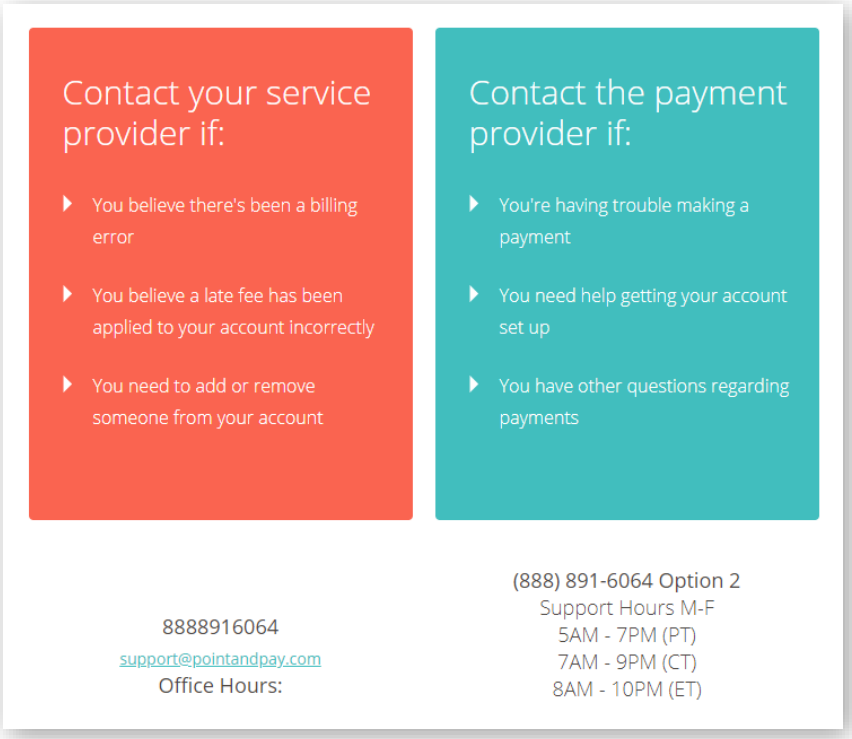
› Select Language	Bulgarian	Esperanto	Haitian Creole	Italian	Latvian	Myanmar (Burmese)	Scots Gaelic	Swahili	Welsh
Afrikaans	Catalan	Estonian	Hausa	Japanese	Lithuanian	Nepali	Serbian	Swedish	Xhosa
Albanian	Cebuano	Filipino	Hawaiian	Javanese	Luxembourgish	Norwegian	Sesotho	Tajik	Yiddish
Amharic	Chichewa	Finnish	Hebrew	Kannada	Macedonian	Pashto	Shona	Tamil	Yoruba
Arabic	Chinese (Simplified)	French	Hindi	Kazakh	Malagasy	Persian	Sindhi	Telugu	Zulu
Armenian	Chinese (Traditional)	Frisian	Hmong	Khmer	Malay	Polish	Sinhala	Thai	
Azerbaijani	Corsican	Galician	Hungarian	Korean	Malayalam	Portuguese	Slovak	Turkish	
Basque	Croatian	Georgian	Icelandic	Kurdish (Kurmanji)	Maltese	Punjabi	Slovenian	Ukrainian	
Belarusian	Czech	German	Igbo	Kyrgyz	Maori	Romanian	Somali	Urdu	
Bengali	Danish	Greek	Indonesian	Lao	Marathi	Russian	Spanish	Uzbek	
Bosnian	Dutch	Gujarati	Irish	Latin	Mongolian	Samoan	Sundanese	Vietnamese	



Self-Service Help Options

We understand users may require assistance during the payment process, and we designed our solutions to accommodate those needs with automated help functionality available with one simple click, or who to contact by phone.





1.2 Acceptance of Multiple Brands and Types of Cards

The Contractor must provide processing for multiple "brands" and types of cards at no cost to the County. The "brands" include, but are not limited to, MasterCard, Visa, Discover, American Express, VenMo, PayPal, Samsung Pay, and Apple Pay. All payment brands must be funded in the same time frame at no additional cost.

Point & Pay accepts credit cards issued by Visa, MasterCard, Discover/Novus, and American Express, as well as electronic checks (eCheck) or ACH transfers. We also accept Visa and MasterCard branded debit cards (PIN-based and PIN-less) in real time using the same process as credit cards, and fully support all common networks for both online (Star, NYCE, Pulse, etc.) and offline (Maestro, Interlink, etc.) debit cards and provide transparent switching between authorization routes for a seamless customer experience. We are also able to process prepaid cards, gift cards, promotional cards, corporate cards, and international credit cards as long as those cards include the logo from the major brands mentioned.

Point & Pay currently offers a variety of digital wallet options at the point of sale, including Apple Pay and Google Pay, Android Pay, Samsung Pay, and other NFC options. These functionalities are supported natively in the hardware and software utilized with our EMV terminal offerings. Regarding implementation of these products for online solution, this functionality is currently in development and is scheduled for deployment at the end of the year. We fully commit to supporting these functions as a component of the proposed scope of work. Last year, our web development team determined the need to offer the capability that we are proud to share is now underway.

Additionally, we have engaged with PayPal and is currently under a non-disclosure agreement with them to work towards implementation of fully integrated options for PayPal, PayPal Credit, and Venmo within the proposed BillPay checkout process. This effort is a high priority project and we expect to launch it in late 2020.

1.3 E-Check, Debit Card and EFT Processing

The Contractor must provide electronic check transaction processing, electronic Debit Card processing and electronic funds transfer processing.

Point & Pay is able to provide this processing functionality as referenced in our response to requirement 1.2 above.

2 Security and Certification

2.1 SSL Security Technology Information

The Contractor's payment processing system must have Secure Socket Layer (SSL) security technology for data encryption and protection during transmission to and from web servers. All web servers receiving sensitive data must have SSL keys installed to secure the transmission of the data and include a certified VeriSign certificate or comparable certificate.

Point & Pay's security system includes state of the art SSL (TLS 1.2) and encryption algorithms, firewall protection, intrusion detection systems, and additional proprietary security technology. We deploy a number of security layers to prevent unauthorized access to our systems and data, including, but not limited to, and in no particular order:

- User Authentication: Only users with a valid username and password combination, which is encrypted while in transmission. Users are blocked from selecting weak or easily identifiable passwords. User accounts can be restricted to just the information needed to complete the job.
- Network Segmentation: Separate zones for DMZ, Internal Processing, Vendor, Encryption, Database, etc.
- Multi-Person Controlled Key Management: A minimum of three (3) people are required for encryption key or HSM access, periodic key rotation, etc.
- Data Vault: Segregated and encrypted card number storage, with strict ACLs
- PAN Masking: External applications do not have Data Vault access and only have last four of card numbers, limiting exposure
- Internal Log Event Monitoring: Daily and real-time event observation and correlation
- Third-Party Log Monitoring: 24/7/365 event observation and correlation by third-party
- Datacenter Physical Access Controls: Secured systems in individually keyed and locked cabinets in an access-control datacenter on an access-controlled floor
- Penetration Tests: At least annually, external and internal penetration tests are performed, as well as application-level pen testing
- Security Policy: Internally published guidelines with signed acknowledgments, regular training
- Database Security: For added safety, we control database access at the operating system layer and database connection level. Access to production databases is restricted to a limited number of points. Connections are monitored and audited. Production databases do not share a master password database. Application-specific accounts limit functionality to base functionality requirements. Sensitive cardholder information is separated from other transaction information, and stored in a highly secured database vault.

- **Data Isolation:** All merchant data is kept separate from other merchants. Even within a single merchant, logical data separation is used to establish organizational hierarchy levels such that only specified users can access and report on data for each defined organizational level.
- **Data Encryption:** We employ some of the most powerful encryption products available to safeguard your data and communications.
- **Internal Network Security:** Inside perimeter firewalls, our systems are protected by network address translation, port redirection, IP masquerading, non- routable IP addressing schemes, and more. Specific details of these features are proprietary.
- **Perimeter Defense:** Our network perimeter is policed by numerous industry leading firewalls and intrusion detection systems. We monitor and analyze our firewall logs to identify security threats before they happen. In addition, we regularly check our security settings for changes, flaws, and errors. We also conduct ongoing vulnerability threat assessments.

2.2 PCI and CISP Certified

The Contractor must be currently Peripheral Component Interconnect (PCI) and Cardholder Information Security Program (CISP) certified.

Point & Pay is PCI-DSS Level 1 compliant and certified as shown in the certificate below. Point & Pay validates all of the points of Visa's CISP program as part of our annual PCI validation.



CERTIFICATE OF COMPLETION

PCI DATA SECURITY STANDARDS VERSION 3.2.1

SKODA MINOTTI RISK ADVISORY — PCI DSS COMPLIANT

This is to certify that **Point and Pay, LLC** has been assessed by Skoda Minotti Risk Advisory Services, LLC and was found to be compliant against the PCI Data Security Standards, endorsed by Visa, MasterCard, American Express and other leading card brands.

Point and Pay, LLC
www.pointandpay.com
Validation Type: **Level 1 Service Provider**
Audit Validation Date: **April 15, 2019**
Audit Valid through: **April 14, 2020**

CONDITIONS:

1. Skoda Minotti has issued this certificate to indicate that the aforementioned company has been assessed against the requirements of the Payment Card Industry (PCI) Data Security Standards (DSS) Version 3.2.1.
2. This certificate offers no guarantee or warranty to any third party that the company is invulnerable to attack or breaches, and Skoda Minotti Risk Advisory Services, LLC accordingly accepts no liability to any third part in the event of loss or damage of any description caused by any failure in, or breach of, the subject's security environment either on a prospective or retrospective basis.
3. Please contact Skoda Minotti Risk Advisory Services, LLC at 866.669.6561 for additional information. This certificate is valid for one year from April 15, 2019.

Signature

April 15, 2019
Date

2.3 MasterCard and Visa EMV Technology

The Contractor must utilize Europay MasterCard and Visa (EMV) technology, for authenticating credit and debit card transactions meeting ISO/IEC 7816 standards.

Point & Pay is able to provide the County with EMV terminals for authenticating credit and debit card transactions meeting ISO/IEC 7816 standards (please see Section 6 - Terminals). As a part of the North American Bancard family of companies, Point & Pay has bulk access to every conceivable piece of merchant services hardware available in the market, including Ingenico and Verifone terminals. These terminals offer a unique approach to handling convenience fees, in addition to:

- ✓ Strong encryption controls
- ✓ Direct electronic access to support functions like voids, refunds, etc.
- ✓ Options for installation/configuration support
- ✓ Support for ApplePay, GooglePay and other NFC payment services

2.4 SOC 1 Type 2 Certified with Security Safeguards in Place

The Contractor must be Service Organization Control (SOC 1) certified and provide information that shows that the Contractor has adequate controls and safeguards in place when the Contractor hosts or processes data belonging to Pinal County customers.

Point & Pay is also (SOC 1) Type II compliant and certified. The SOC 1 Type II standard extends the security considerations covered by PCI and adds operational and financial controls. Point & Pay is proud to report full SOC 1 Type II compliance since 2012 with no exceptions reported in the last eight years.



CERTIFICATE OF COMPLETION

SSAE 18 (SOC 1) TYPE II

AICPA SOC
aicpa.org/soc4so
SOC for Service Organizations | Service Organizations™

This is to certify that **Point and Pay, LLC** has been assessed by Skoda Minotti and received an unqualified opinion of its Payment Processing System and on the suitability of the design and operating effectiveness of its controls.

Point and Pay, LLC
https://pointandpay.com
Engagement Type: **SOC 1 Type II**
Examination Period: **December 1, 2017 to November 30, 2018**

CONDITIONS:
1. Skoda Minotti has issued this certificate to indicate that the aforementioned company has completed an examination of its Payment Processing System under the Statement on Standards for Attestation Engagements No. 18.
2. This certificate offers no guarantee or warranty to any third party for ongoing compliance.
3. Please contact Skoda Minotti & Co. at 866.669.6561 for additional information. This certificate is valid for one year from April 24, 2019.

Skoda Minotti
Signature

April 24, 2019
Date

SKODA MINOTTI
RISK ADVISORY SERVICES

point&pay

3 Transaction Processing and Settlement

3.1 Daily Deposits to Multiple Bank Accounts

The Contractor shall transfer daily deposits electronically to multiple, separate County bank accounts on the day of transaction or within one (1) business day as directed by the customer. Contractor must also be able to process transactions and accept settlement files as required. The method of application varies by individual agency from standard point of sale equipment to various types of software data captured via personal computer to Internet-based applications to online/mobile payment gateways.

Point & Pay will continue to process transactions and transfer daily deposits electronically for the County, as well as accept settlement files in the same manner as we do today.

3.2 Real Time Processing & Timely Electronic ACH Deposits

All transactions shall be processed in real time. Within twenty-four (24) hours of authorization, the payments must be submitted in to the ACH (Automatic Clearing House) for processing and must be electronically deposited via ACH in the gross amount (in their entirety) directly into the County's designated bank account.

Point & Pay currently processes all transactions in real time for the County and we will continue to submit electronic deposits via ACH into the County's designated bank account.

3.3 Segregating Entity Deposits

Deposits must be segregated per entity with individual identifiers. The County must be able to see each department's deposits as their own line item, not integrated into one deposit.

Point & Pay will continue to segregate deposits per entity with individual identifiers, enabling the County to view each department's deposits as their own line items.

3.4 24/7 System Availability

The Contractor's payment processing system must be available for use by customers twenty-four (24) hours a day, seven (7) days a week.

Point & Pay's system is available for customer use on a 24/7 basis.

3.5 Acceptance of Alphanumeric Entries & International Addresses

On-line and phone transactions from customers must allow for alpha-numeric character entry as well as international addresses.

Point & Pay allows for both of these functionalities; we are currently implementing enhanced methods for alphanumeric IVR entry and looks forward to migrating the County to these approaches this year.

3.6 Authorization and Settlement Networks & Problem Resolution

The Contractor must provide for the authorization and settlement of transactions through the appropriate authorization and settlement networks and provide problem resolution to transaction and/or settlement discrepancies within two (2) business days.

Point & Pay understands and complies with this requirement.

3.7 Convenience Fee Availability for All County Accounts

The Contractor shall allow for accounts to be set up for a convenience fee to be paid by the customer or by the County department. This functionality shall be available for all accounts. Any convenience fee paid by the customer must be collected by the Contractor prior to distributing funds to the County.

Point & Pay understands and proposes continued use of the current convenience fee functionality in place for the County's departments.

3.8 Duplicate Payment Prevention

The Contractor's electronic payment service must maintain quality controls to minimize the occurrence of unintended duplicate payment transactions by customers, while allowing for customers to submit multiple intended payments.

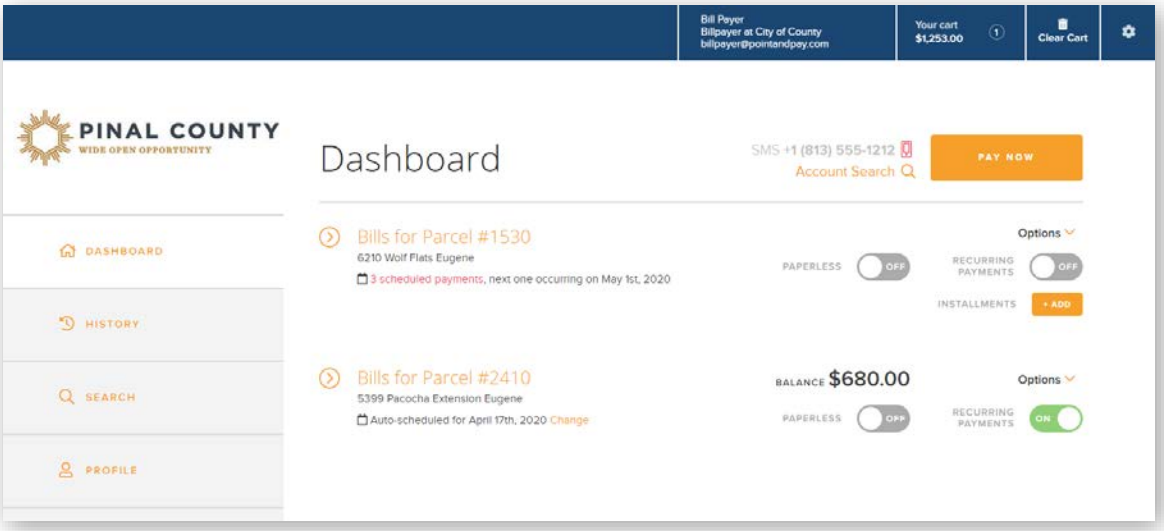
Point & Pay's system prevents duplicate payments by detecting them as a proprietary internal validation step that occurs prior to authorization. Should unique circumstances allow duplicates to process, we offer editing capabilities, as well as the ability to reverse/refund payments electronically. We also have other built-in error prevention features that prevent duplicate transactions from happening to include the following:

- Validation against blacklists and client-configured exclusions
- Transaction velocity controls
- Geographic monitoring and the ability to block traffic from high-risk areas or specific addresses
- Real-time confirmation of existing account number, ACH-eligible, in good standing, and has an available balance

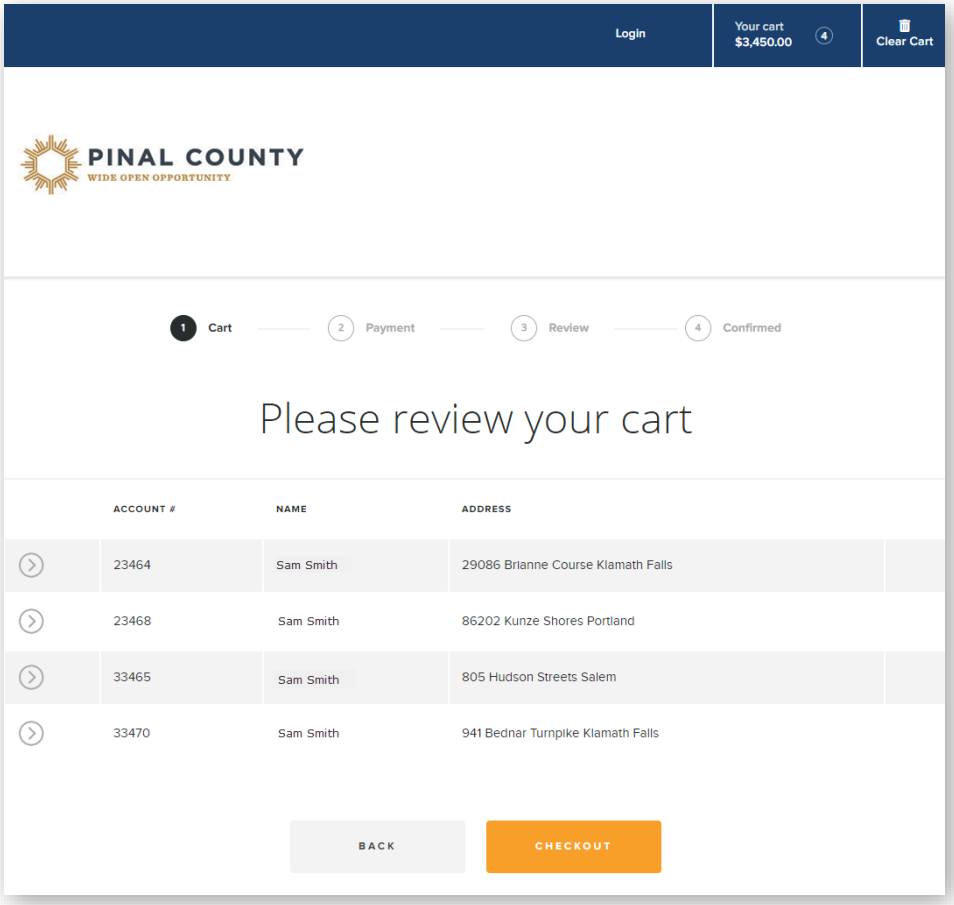
3.9 Shopping Cart Functionality

A "shopping cart" feature shall be provided to allow citizens to make multiple payments to the same department with a single transaction.

Pinal County citizens will able to link multiple bills together to manage those from the same dashboard home page, including the ability to make multiple payments in the same transaction using the shopping cart feature (shown in the second image with four (4) items for checkout).



Dashboard Display of Multiple Accounts



Shopping Cart Functionality

4 Reporting Capabilities

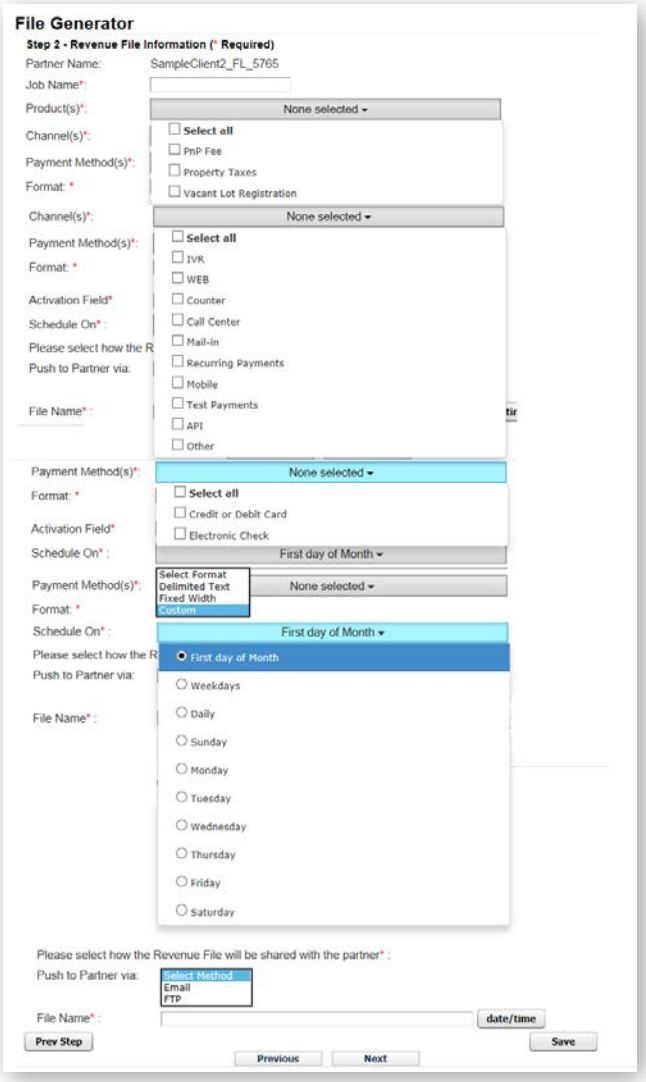
4.1 Flexible Detail and Summary Reports

The Contractor must provide daily, weekly, and/or monthly detail and summary reports electronically so that each department within Pinal County can receipt the payment to the proper account(s). NOTE: Each department within in Pinal County may choose various reports; therefore, reporting capabilities must be flexible to accommodate each department's reporting requirements. For example, there must be space for a parcel number as part of the payment information for property tax payments.

Point & Pay's suite of robust, real-time reporting tools enables all the requested details, filters, and parameters to provide real time/ad hoc reporting and file-based reporting. All reports are available in real-time and accessed on the internet via a secure browser, like Google Chrome. Designated users can create instant, online reports based on the following data fields: 1) Date range, 2) Product (i.e., payment types), Channel (online, IVR, POS), Status, Payment method, Office location, and Settlement/deposit data.

Point & Pay's reporting component is comprehensive and customizable. During implementation, our technical team can customize flexible configurations for the County's reports to "roll up" or "drill down" directly within the online reporting tool by selecting various levels of report parameters customized for content, format, and frequency.

The system is also able to map MIDs and deposit configurations to individual payment types, and the payments and records are perpetually linked for all secondary service interactions like voids, refunds, etc. The system is able to manage an unlimited hierarchy and control settlement and reporting per client instructions from any tier of that structure.



Custom Report Parameters

4.2 Daily Reports via Email & Download Capabilities

The Contractor shall provide a daily report via email detailing each department's transactions from the previous day as well as a downloadable report formatted to process through the Treasurer System for the Pinal County Treasurer's Office.

Point & Pay is able to deliver daily payment files to designated users, as well as, make online reports available for immediate download in Excel, CSV, HTML, PDF, and other formats. We can also customize batch or end-of-the-day reporting to fit the County's needs and ensure we satisfy all specific report requirements, including access rights and appropriate permissions for all employees. The system manages an unlimited hierarchy and control settlement and reporting per client instructions from any tier of that structure.

4.3 Monthly Reports Summarizing All County Departments

The Contractor must provide a monthly report to the Pinal County Treasurer's Office summarizing the activity for all departments within Pinal County by department name, card type (with gross sales included), returns, net sales, and total transaction counts. NOTE: This report must include all card types.

Point & Pay is able to provide these monthly reports to the Treasurer's Office as specified above.

For examples of our reports, please see the attachment, Sample Reports.

5 Administration Activities

5.1 Merchant Account Statements and Terminal Charges

The Contractor shall send original merchant account statements and terminal charges, if applicable, to the Pinal County Treasurer's Office to the attention of the Treasurer on a monthly basis. Duplicate merchant account statements shall be sent to each department within Pinal County receiving the credit/debit card service.

Point & Pay understands and complies with this requirement.

5.2 Separate Accounts for Each Location

The Contractor shall set up a separate account for each location at no charge to Pinal County. Contractor must have prior written authorization to set up a merchant account from the Pinal County Treasurer.

Point & Pay proposes continued use of separate accounts for each location at no charge, and we understand we must obtain prior written authorization from the Treasurer for a new merchant account.

We recognize the County currently has 23 merchant IDs (MID) in place. If the County needs additional MIDs established, the Point & Pay application includes form fields for setting up a new MID within the system and each location would have a separate MID as they do today.

5.3 Merchant Account Hierarchy Structure

The Contractor must establish merchant and terminal identification numbers for each department that will enable the County department to identify each location processing transactions. The varying levels of County government are: County, Departments, Divisions with Departments, Sections/Programs with Divisions, and Individual Locations within Sections/Programs. Some departments may require invoicing and cost breakout down to the "Individual Locations within Sections/Programs" level. This is due to the unique cost accounting required for sections/programs receiving various forms of Federal and State funding, including but not limited to grants. The County reserves the right to add/delete County government locations at its sole discretion.

Point & Pay understands and complies with this requirement.

Point & Pay's portal platform provides flexibility for merchants to mirror their own organization through the five (5) hierarchy levels shown in the following pyramid. In addition to the processing hierarchy, our gateway services allow unlimited account "chaining" which allows for further hierarchy manipulation.



5.4 Timely Notification for Major and Minor Upgrades

The Contractor shall provide a minimum lead time of 90 day notice for major upgrades and 30 day notice for minor updates.

Point & Pay assures the County that we will adhere to the 90-day timeframe for major upgrades and 30-day timeframe for minor upgrades as stipulated.

5.5 90-Day Lead Time for Changes to the Online and IVR Solutions

The Contractor must provide the necessary lead time, minimum of 90 days, for the Contractor to have instruction/dialog changes made on the website or IVR telephone recording.

Point & Pay assures the County we will provide at least 90 days advance notice for instruction/dialog changes made to the website and/or IVR telephone recording.

6 Terminals (Equipment & Software)

6.1 Zero Floor Limit POS Terminals

POS (Point of Sale) terminals must be provided with a zero floor limit. NOTE: Pinal County and the Contractor will determine the number of terminals if a contract is awarded. Pinal County reserves the right to acquire the required POS equipment from another source if it is in the best interests of the County.

Point & Pay agrees to provide the County with POS terminals with a zero floor limit. We also recognize and comply with the County's note. With North American Bancard as our corporate parent, we have access to virtually every piece of transaction acceptance hardware available in the industry. Point & Pay's POS solution is unique in that it enables clients to be compliant with the EMV liability shift while still performing all of the transaction processing needs of governments, like split transaction routing for convenience fees. Features include:

- Support and installation for fully-featured multimedia terminals
- SDKs and methodologies for integrating with cashiering solutions
- Unique on-screen presentation of convenience fees and capture of fee acceptance

We provide a sample of devices below.





Ingenico ICT-220 (left) and PAX A920 (right)

6.2 Timely Turnaround for Malfunctioning Equipment

The Contractor shall replace any malfunctioning equipment within two (2) business days, unless a time frame has been agreed upon between the Contractor and Pinal County in writing.

Point & Pay understands and complies with this requirement.

6.3 Delivering Operating Supplies within 48 Hours

The Contractor shall deliver operating supplies within three (3) business days of notification to the Contractor by Pinal County. The Contractor must provide start-up supplies at NO additional cost to the County. Start-up supplies must include, but are limited to: sales tickets and credit vouchers.

Point & Pay understands and complies with this requirement. We assure the County we will provide start-up supplies at no additional cost.

6.4 Providing Compatible Card Readers and Signature Pads

The Contractor must provide credit/debit card readers and signature pads that are compatible with Microsoft Windows version 10.

Point & Pay understands and complies with this requirement.

6.5 Equipment and Software for all County Departments

The Contractor must provide equipment and software that is applicable for the County to process electronic revenue collection transactions and future applications for new Departments accepting credit/debit/ACH that will electronically receive an authorization code approving or disapproving the ticket transaction at no additional cost to the County.

Point & Pay understands and complies with this requirement.

7 Customer Service

7.1 Round-the-Clock Telephone Assistance

The Contractor must provide telephone assistance during the hours of 7:00 a.m. until 5:00 p.m. Mountain Standard Time Monday through Friday, except legally recognized holidays for Pinal County. Telephone assistance must include, but is not limited to: POS terminals, research, supplies, installation, problems, and replacement or malfunctioning equipment. If a POS terminal is down, the Contractor must allow for verbal authorization without a terminal.

Point & Pay is able to provide the County with assistance and technical support via toll-free phone during 7:00 AM to 5:00 PM MST, as well as via email. Our dedicated customer/client service team utilizes a ticket management system to monitor and track any issues that may arise. This team facilitates first-level support for assistance with log in credentials, reports, settlements, deposits, payments, chargebacks, refunds, and voids. Our second level support covers move complex issues such as modifying a configuration, validation, configuring exclusions, adding services, and banking/settlement changes.

We are able to provide live assistance around the clock; standard help desk hours are between 6 AM – 6 PM MST. Our processes have built in redundancy to manage call overflow efficiently, and we provide back-up resources for our support specialists to ensure constant communication with automated email check-ins for system issues and maintenance scheduling and escalation to management when requests age beyond acceptable timeframes.

We also employ a Network Operations Center (NOC) charged with monitoring system performance, maintenance, troubleshooting, and responding to technical support calls on a 24/7/365 basis with on-call representatives and after-hours escalation procedures. The NOC also services:

- Integration Support
- File Format/Data Exchange questions
- Technical maintenance and troubleshooting
- Release management and Networking
- Maintenance and testing of the Business Continuity and Incident Management Plan

7.2 Operating POS Terminals at Multiple Locations

The Contractor must have the capability to operate from the POS terminals located at various locations.

Point & Pay understands and complies with this requirement.

7.3 Dedicated Account/Relationship Manager

The Contractor must provide a contact name and contact information for a local representative that shall be available for assistance. Any personnel changes shall be communicated within one week of the change.

Point & Pay designates Mark Ruis as the County's continued account/relationship manager, responsible for maintain ongoing communications with key stakeholders at the County. He will facilitate the contracting process, guide the County through Point & Pay's product offerings, and perform regular meetings to update staff with new developments.

As Point & Pay's Senior Account Manager, Mark Ruis has developed and maintained key relations with clients in Arizona, and serves as the company's primary account manager for large government clients in the Western region. Mr. Ruis also serves in a consulting capacity with large clients in an effort to design and optimize payment solutions. In this role, he makes it a priority to stay abreast of the applicable rules and regulations for electronic payment processing. As the senior level account manager, he acts as a resource to top-tier counties and cities across the region for the last ten (10) years. Mr. Ruis has a B.S. degree and is a Certified Payments Professional (CPP).

7.4 Weekly Training Sessions

The Contractor must provide training to department personnel at no cost as related to payment and credit/debit processing requirements (i.e. procedures for handling retrieval requests, charge backs, accessing reports and transaction data, upgrades to programs or machines, and/or other processes and procedures which may be required).

Point & Pay will continue to offer training to County personnel that revolves around all system functionality and business flow of electronic payments. We offer multiple online/web sessions with our staff to accommodate work schedules, as well as dedicated support prior throughout the contract. Key areas of our training initiatives include:

- Administrative Management: User access, search for payments, and reporting functionality
- Online Components: Managing bills, batches, and customer interactions
- Settlement, Reporting, and Reconciliations: Principles of Point & Pay reporting products, identify settlements, and reconcile your payments

7.5 County Collaboration for Cost-Efficient & Innovative Solutions

The Contractor must work together with the Pinal County Treasurer's Office and the County Departments to implement credit/debit card applications in order to advise the County regarding the most cost-efficient alternative(s) and/or innovative solution(s).

Point & Pay welcomes the opportunity to collaborate with the Pinal County Treasurer's Office to provide the most cost-efficient and innovative payment solutions, including the opportunity to implement the proposed online BillPay solution detailed in Section 1.1 Internet & IVR Payment Processing System.

Point & Pay strives to improve our product line by keeping partners/clients apprised of new technologies and transitioning them without disrupting services. We also facilitate transitions by providing technical documentation and access to our test environment so the County can try new features and functions before opting in. We also have a specific team of product owners and managers dedicated to innovation that regularly attends government conferences, security seminars, national and international transaction processing industry expos (e.g. ETA) to maintain visibility into the latest and greatest. In an effort to remain competitive in the merchant services and electronic payment processing industries, Point & Pay maintains a formal, future-looking product road map that is updated quarterly with visions for the next five years of our product strategy. Some of these include:

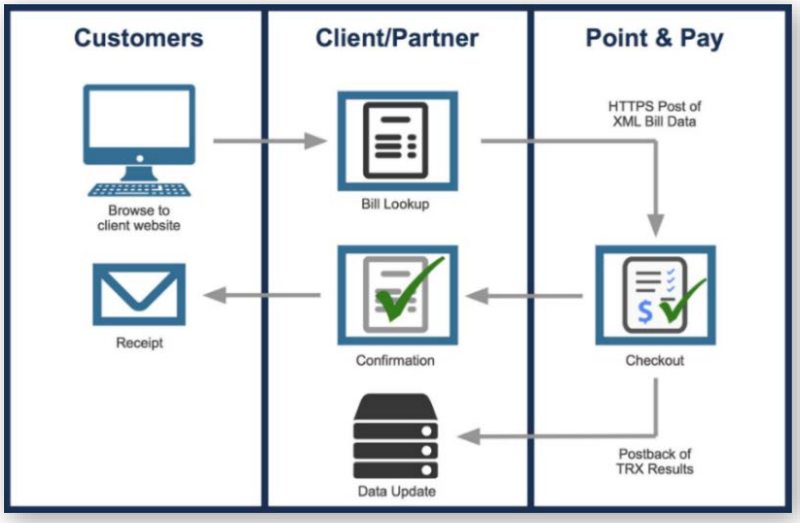
- Integration with emerging payment technologies
- Marketing products, strategies, and technologies to further the utilization of electronic payments and create savings and sustainability increases for our clients on the costs of paper processing
- Payment hardware and software for "in-the-field" collections leveraging our parent company's PayAnywhere hardware

8 Integration / Interfaces

8.1 Interface Abilities with the TROCS Application

The Contractor's payment processing system must be able to interface with the Treasurer Receipting and Online Collection System (TROCS), a custom in-house developed application, and be able to accept nightly upload of property parcel numbers, amounts due and owner names through a secure FTP site.

Point & Pay currently interfaces with the County's TROCS application via our Parameter Passing method (shown below) and accepts nightly uploads via our hosted SFTP service. If the Treasurer's Office decides to implement our new solution, we would interface with the TROCS via Parameter Passing as well.



8.2 Real Time Interface with Accela

The Contractor's payment processing system must interface with the County's Accela software.

Point & Pay's system currently interfaces with the County's Accela software via Parameter Passing and the Point & Pay Postback. With this contract, we proposed continued use of these methods.

8.3 Parameter Passing Interface with the County's Website

The Contractor's payment processing system must be able to interface with the County website by allowing form data to be passed from the County website to the Contractor site. Allowing, for example, a tax payer to access their property tax bill through the County website, then be routed to the Contractor site for payment of that bill.

Point & Pay proposes continued use of the Parameter Pass in place that transfers customers from the local "lookup" page to the Point & Pay-hosted page for an efficient checkout process and alleviates the County from any security threats or concerns.

8.4 Test Page Capabilities for Testing Data

The Contractor's payment processing system must have a test page allowing for the testing of data passing between systems.

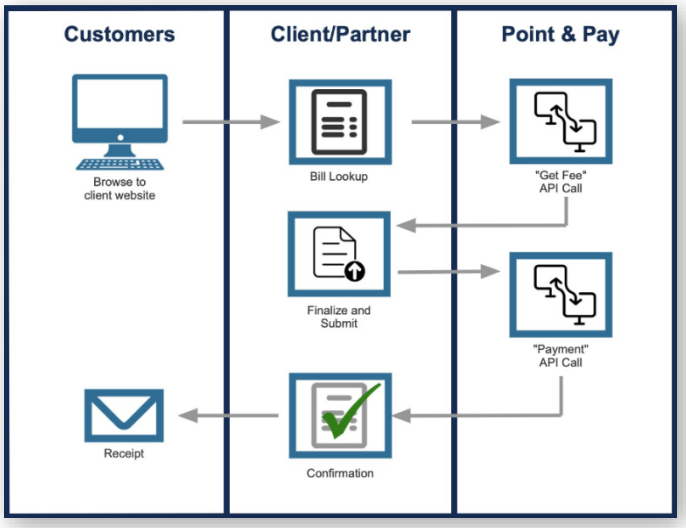
Point & Pay maintains a robust production-like, client test environment that is available 99% of the time during a normal business week. There are daily scheduled maintenance windows that are flexible depending on test commitments and other external factors. Client configurations live within the test environment and stay current with Production. This real-time configuration sync between test and production environments allow for unplanned and unannounced testing to be performed by the client at any point.

The client also has the option of modifying their configurations within the test environment via Point & Pay staff for non-standard testing, and are able to offer isolated test environments to satisfy specific requests for development and integrations. If we complete custom development or integrations as part of the project, the County will have the ability to develop and approve new scripts.

8.5 Online Payment Gateway API & Customizable Web Pages

The Contractor must supply an online Payment gateway API for integration into custom code projects including but not limited to mobile development, web development, and desktop integrations. The Contractor must also supply individual, customizable web pages to process unique transaction types for each department.

Point & Pay possesses extensive experience building and supporting API interfaces for inbound and outbound data exchanges for government clients nationwide. We have a comprehensive API library that we expand continually, and we use these well-documented APIs to create robust interfaces between our products and our clients' financial management systems. With our own front-end technologies, coupled with our extensive integration resources, Point & Pay will utilize its extensive library of integration products and methodologies to build an overall integration strategy that delivers a consistent, easily maintained approach to data exchange across applications while allowing for the unique components necessary for individual applications.



The Point & Pay *API Payments Gateway with Tokenization* that allows for fast, efficient, and secure payment processing by using single-use tokens to store a depiction of the customer's card data. It also accepts payments from any user interface, performs calls for fee calculation, and supports transaction querying based on a variety of inputs, including date ranges. We are able to configure the data associated with transactions using an unlimited quantity of client defined fields and attributes. Our *API Connectors* provide

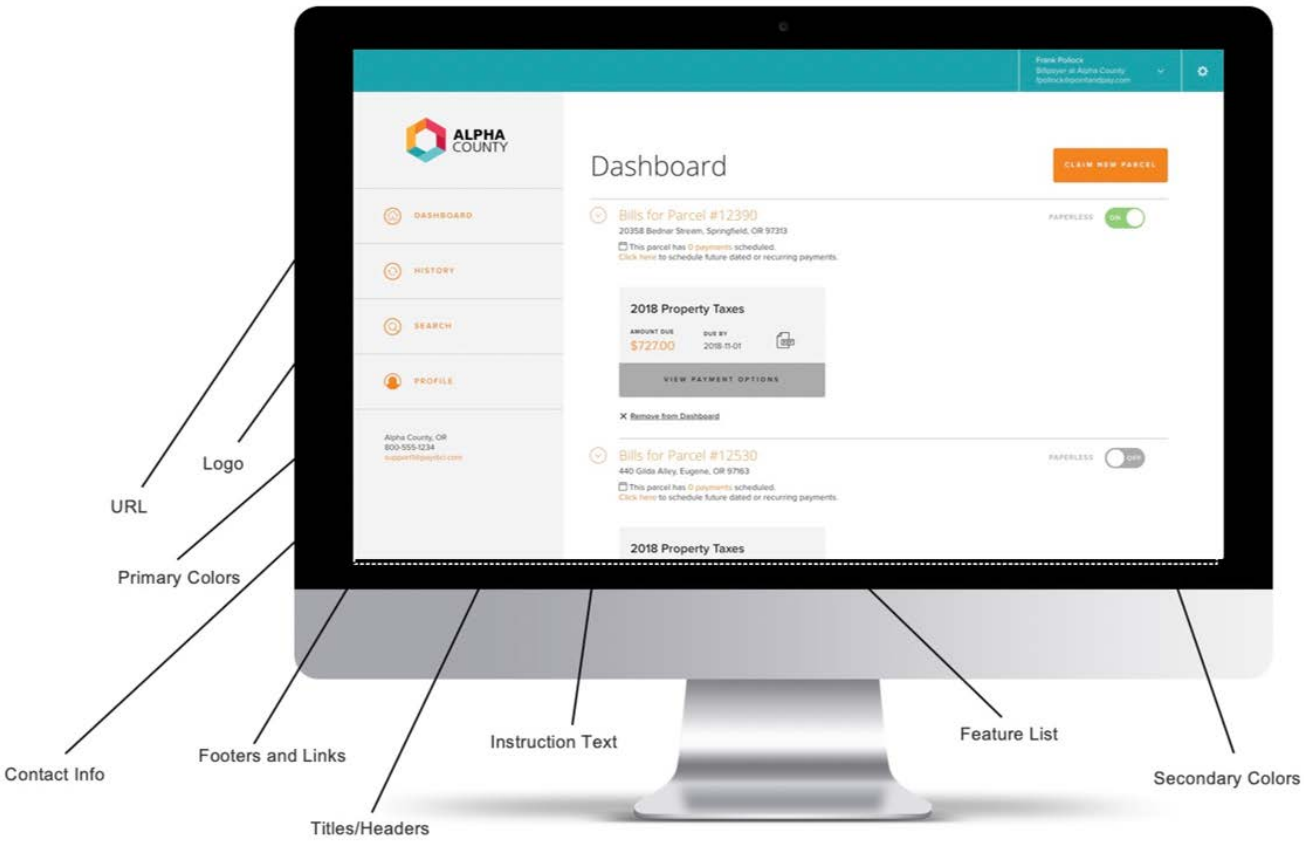
real-time bill/balance lookup, customer information lookup, post payment notifications, and custom behavior flags (i.e., budget billing, escrow, restrictions, etc.). One of our advanced integration techniques involves developing custom API connectivity modules.

Point & Pay hosted web solutions provide engaging, intuitive solutions that drive higher utilization and greater overall payments efficiency. While our lineup starts with well-designed simple payment forms, we also pay attention to the scope of possibilities available in a fully feature deployment, equipped with bill presentment, eBilling, and recurring payments. These products give government agencies looking for new payments solutions the option to leapfrog to the forefront of payment processing customer experiences.

We offer user-friendly websites with visual tools that are highly configurable for the County Treasurer's Office and other departments. These customizable templates include key elements of each department's branding (logos, colors, text, etc.) to present a modern and innovative layout for customers.

Our interfaces feature:

- Dynamic presentation to beautifully adapt to any screen or device size
- Open search architecture enabling customers to find bills quickly and easily
- Minimal overall clicks and pages while maintaining clarity and cleanliness



Implementation Approach (Question Set 2.2.1)

Point & Pay will work closely with County representatives to customize the methodology, while maintaining core best practices and high quality of service.

Point & Pay's project management approach involves **five phases** outlined below:

1. **Planning:** During this phase, we define the program and project scope. We work closely with designated County personnel to prioritize the work and build the schedule baseline.
2. **Configuration and Build:** Point and Pay's platform architecture is such that our primary setup is configuration however we will provide development resources for customization work when applicable, both of which will occur during this phase.
3. **Test:** The Point & Pay platform offers a robust production like environment (Demo) for client and partner testing. We typically perform all non-production test activities during this phase; however, by request of the client and partner, we can offer isolated test environments to satisfy specific request for customer development and integrations.

   Point & Pay provides a standard set of test scripts and scenarios that exercise the new setups and configurations. If we complete custom development or integrations as part of the project, the client or partner would develop and approve new scripts.
4. **Training:** We will provide training for Point & Pay tools, as well as any third-party engagement upon client approval of test results. The training is all-inclusive and specifically designed specifically with any client requirements as identified during the planning phase.
5. **Go-Live:** During the go-live phase the project team will review the implementation plan, confirm no critical open items remain, receive final approval from the project stakeholders, and complete any system cut-overs.

Additionally, Point & Pay recognizes the need to expand or customize the project management approach. To that end, our diverse team of project leads is familiar with the applicable standards and adjusts this approach as necessary to match our clients' project management governance model.

Implementation Plan

Point & Pay considers implementation the most critical phase for the County's new online BillPay solution. During this phase, the implementation team will promote the code to production. The team will conduct more testing of the code in production. Our Program Manager will hold a zero defects meeting to verify the application performs efficiently and meets quality standards. The team expects to encounter minimal production fixes, and the schedule should allow for fixing the defects found in production. After the testing for defects, the team manages change control. Near the end of the implementation phase, we hold another turnover meeting with the project team in preparation for the final release. After the meeting, the Program Manager will sign off on the readiness of the final application and then conduct a training webinar for the client. After we complete training, the team will turn on the permissions for the client and release the product/deliverable to the client.

Point & Pay will have representatives to provide key steps in this process, including the Project Manager, Technology Director, Implementation Specialist/Leader, and Account/Relationship Manager. Additionally, our finance team will participate in each department's first reconciliation with the deliverable of completing that reconciliation successfully and document the steps in the process for ongoing use. We will also meet every day post-transition for two weeks to troubleshoot new developments or questions and concerns. Point & Pay documents the results of the transition process.

Scope Management

Point & Pay will participate in kickoff meetings with the County. During those meetings, Point & Pay will meet with designated County representatives to discuss their individual needs and scope implementation. The assigned implementations lead is responsible for capturing the project scope and documenting it as meeting notes for each agency kickoff meeting.

At a point determined by the implementation team, which will overlap between the planning phase and configuration/build phase, the scope documentation serves as the requirements baseline for each agency.

Schedule Management

Point & Pay will determine a milestone and task level schedule for each department that is a part of the overall program schedule. The schedule consists of the following six tiers: 1) Client, 2) Wave, 3) Department (Agency), 4) Phase, 5) Milestone, and 6) Task.

Segmenting line items is a schedule management best practice and allows for simple detection of cross dependency issues, as well as task synchronization. Each task has an assigned duration and potentially a predecessor that subsequent tasks may be linked to, which drive the associated dependencies.

The implementation lead will meet weekly via phone conference with task owners and track performance against the delivery baseline. For tasks with long durations, the project lead will capture the percentage complete in the agency's schedule and compare it to the end date. If the lead feels the task is at risk of not being complete by the defined end date, the project lead must work with the task owner and define a recovery plan, escalate the risk to the program manager, and prepare for a potential change control request (please see Change Control below for additional details).

Change Control

The primary purpose of Point & Pay's change control process is to review, approve, or make recommendations for an alternative approach to change impacting department requirements and related delivery timeframes. The County's assigned Implementation Lead handles the change process by:

1. Identifying a potential change item,
2. Documenting the potential change and impact to the project's scope/schedule,
3. Communicating it to the Program Manager, who adds it to the weekly status meeting, and
4. Presenting the item and analysis to the change control board.

The Change Control Management Board (CCB) will consist of County IT personnel and Point & Pay project team members who are responsible for reviewing and approving all changes to the implementation schedule. The CCB then accounts for these changes in the change register, and ensures that all levels of change and accompanied analysis during discovery is within an appropriate timeframe. When a board member communicates the decision to the Implementation Lead, he/she updates all associated documentation and communicates the decision to all appropriate parties.

Project Communications

Point & Pay prides itself on effective communication with all stakeholders to facilitate an understanding of how we conduct meetings, reports, and other communications during the County's implementation. Point & Pay will maintain the following communications protocol for the County.

1. Communications with the Sponsor – the Implementation Lead will meet with the sponsor on a bi-weekly basis to provide updates, as well as a weekly status report to the sponsor.
2. Communications with Functional Management – we include Functional Managers (members from the County and Point & Pay) in all communications. The implementation team will meet with the Functional Manager on a weekly basis for updates. Point & Pay functional managers will provide a weekly status report to the Implementation Lead.
3. Communications with the County – the Implementation Lead is responsible for communications with the County staff.
4. Communication Tools – the Implementation Lead is responsible for communications to all stakeholders, via an agreed upon tool or method, i.e., e-mail, wiki, document repository, etc.
5. Customer Relationship Management (CRM) – Point & Pay will use CRM operational tools via SalesForce's Service Cloud to store all relevant documentation with the following functions:
    - *Announcements* – post messages on the project workspace home page
    - *Calendar* – keeps the team informed of upcoming meetings, deadlines, and other important project events
    - *Links* – links to web pages that the team may find useful for the project
    - *Discussion* – on-line threaded discussions across the team
    - *Tasks* – list to keep track of tasks to complete
6. Email – Point & Pay will create an e-mail distribution list of the internal stakeholders, and all internal e-mails related to the project will use the specific e-mail address we establish specifically for the County's implementation.
7. Teleconferences (toll-free) – we will schedule phone meetings via UberConference with dial-in numbers available to all stakeholders.
8. Scheduled Meetings – Upon RFP award, Point & Pay will review with the County all other required meetings and TBD dates based on the project start date. Please see the table below for the standard meetings we conduct with clients.

Topic	Attendees	Frequency	Dates (TBD)
Review and Approve Project Completion Statement	Project Team, Sponsor and Client Stakeholders	Once	
Kick-off for Planning and Design	Project Team, Sponsor and Client Stakeholders	Once	
Review Charter, Scope baseline and Requirements	Project Team, Sponsor and Client Stakeholders	As needed	
Kick-off for Execution	Project Team, Sponsor and Client Stakeholders	Once	
Demos and Show & Tells	Project Team, Sponsor and Client Stakeholders	As needed	
Change Control	Change Control Board	As needed	
Turnover Meeting from UAT to Productions	Project Team	Once	
Technical Integration Status	Project Team, Sponsor and Client Stakeholders	Weekly	
Turnover Meeting – Final Release Prep	Project Team	Once	
Project Updates	Electronic Payments Steering Committee	Weekly	

The Point & Pay Implementation Lead will notify all stakeholders of changes to scope and schedule and document these changes in the Change Log to track communications appropriately.

Testing and Quality Assurance

During the Testing and Quality Assurance part of the project, Point & Pay identifies appropriate testing methods, acceptable metrics, and procedures to exercise throughout the lifecycle of the project. Specifically, we designate a team of our technical specialists that will perform several aspects of system testing for end-to-end functionality of the new online payment portal for the County. The plan includes:

- System Testing – ensure all backend aspects of the functionality, including database information are accurate and according to requirements
- User Acceptance – ensure conformance to requirements
- Regression/Performance Testing – produce detailed scripts to ensure that new development does not impact current functionalities and/or system performance
- Production Testing – verification that new functionality behaves as expected and checks for regression to ensure current system behavior and performance are not negatively impacted

Implementation Requirements

Point & Pay will provide the County with the necessary installation documentation to designated staff once determined. For information on our setup parameters, please see the below list of key milestones which uses the example of an application that does bill presentment based on a file exchange, noting the parties responsible for completing each item.

Discovery (Client and Point & Pay)

1. Client provides data requirements (CLIENT)
    a. File specs
    b. File samples
        i. Daily balance file
        ii. Bill print (raw data file)
        iii. Bill PDFs (or provide URL algorithm)
    c. File rules
    d. Necessary credentials
2. Define file integration (P&P OPS) - 8-16 hours
3. Project management (P&P OPS) - 8 hours
4. Generate SOW

Development Requirements Met (Client) - must be met in order for development to begin

1. Review and execute SOW
2. Setup P&P SFTP and test transmission
3. Configure file transmission and delivery at least two production files of the following (automated job is preferred):
    a. Daily balance file
    b. Bill print (raw data file)
    c. Bill PDFs (or provide URL algorithm)

Marketing and Customer Education Planning (Client and Point & Pay)

1. Design Website Integration (P&P OPS) - 2 hours
2. Design Paper Mail Artifacts (P&P OPS - 8 hours
3. Design Email Campaign (P&P OPS) - 8 hours
4. Provide list of email addresses for target (CLIENT)

Financial Configuration (Point & Pay)

1. Set up Client Profile in Partner Builder
2. Request Merchant ID's
3. Client Update for MID's and Profile Configuration
4. Setup banking

5. Receive notification that banking test can be performed
6. Complete Bank Test
7. Confirm Deposit from Test w/Agency
8. Refund if necessary
9. Setup Admin Users

Data File Integration (Point & Pay Development)

1. Setup Client SFTP - 4 hours
2. Configure file transmission - 4 hours
3. Program daily account balance import file - 16 hours
4. Program paper suppression file - 8 hours
5. Program payment file - 8 hours
6. Testing - 24 hours
7. QA (P&P OPS) - 24 hours
8. Project management (P&P OPS) - 8 hours
9. Custom messaging/requests outside standard application - TBD

Bill Print File Integration (Point & Pay Development)

1. Setup Print Vendor SFTP (or Client depending on who is providing the files) - 4 hours
2. Configure file transmission - 4 hours
3. Program data import file - 8 hours
4. Program PDF split process - 36 hours
5. Host PDFs - 4 hours
6. Configure e-Bill batches - 16 hours
7. Configure e-Bill email template - 8 hours
8. Program usage table - 16 hours
9. Run Testing - 24 hours
10. QA (P&P OPS) - 24 hours
11. Project management (P&P OPS) - 8 hours
12. Client email customizations outside of standard application - TBD

General Onboarding (Point & Pay)

1. Establish connection (API/SFTP) - 4 hours
2. Client Configuration - 4 hours
3. Configure Company settings - 8 hours
4. Test settings, including fee - 8 hours
5. Customize email templates - 4 hours
6. Update logo and branding - 8 hours

7. Project management (P&P OPS) - 4 hours

Training (Point & Pay and Client)

1. Complete EBPP end-user training
2. Complete EBPP manager training
3. Complete P&P Admin portal training
4. P&P provides demo environment for additional training and testing

Account Review & Testing (Client)

1. Review bill print integration and test key functions
2. Review data integration and test key functions
3. Review/test key bill payer functions as end-user AND manager:
    a. Complete non-logged in payment
    b. Account creation
    c. Make a logged in payment
    d. Enable/disable recurring
    e. Enable/disabled paper suppression
    f. Password reset/login change
4. Apply payment (revenue) file to CIS
5. Provide feedback to P&P

Launch (Client and Point & Pay)

1. P&P launches client to production environment (P&P DEV)
2. P&P implements email campaign (P&P OPS)
3. Client implements print campaign (CLIENT)
4. Client implements website integration (CLIENT)
5. Client receives first payments (CLIENT)
6. Client posts first production payment (revenue) file (CLIENT)
7. Client executes SOW project completion agreement (CLIENT)

CERTIFICATE OF COMPLETION

PCI DATA SECURITY STANDARDS VERSION 3.2.1

SKODA MINOTTI RISK ADVISORY — PCI DSS COMPLIANT

This is to certify that **Point and Pay, LLC** has been assessed by Skoda Minotti Risk Advisory Services, LLC and was found to be compliant against the PCI Data Security Standards, endorsed by Visa, MasterCard, American Express and other leading card brands.

Point and Pay, LLC

www.pointandpay.com

Validation Type: **Level 1 Service Provider**

Audit Validation Date: **April 15, 2019**

Audit Valid through: **April 14, 2020**

CONDITIONS:

1. Skoda Minotti has issued this certificate to indicate that the aforementioned company has been assessed against the requirements of the Payment Card Industry (PCI) Data Security Standards (DSS) Version 3.2.1.
2. This certificate offers no guarantee or warranty to any third party that the company is invulnerable to attack or breaches, and Skoda Minotti Risk Advisory Services, LLC accordingly accepts no liability to any third part in the event of loss or damage of any description caused by any failure in, or breach of, the subject's security environment either on a prospective or retrospective basis.
3. Please contact Skoda Minotti Risk Advisory Services, LLC at 866.669.6561 for additional information. This certificate is valid for one year from April 15, 2019.

Skoda Minotte

Signature

April 15, 2019

Date

VISA MasterCard AMERICAN EXPRESS

CERTIFICATE OF COMPLETION

SSAE 18 (SOC 1) TYPE II

This is to certify that **Point and Pay, LLC** has been assessed by Skoda Minotti and received an unqualified opinion of its Payment Processing System and on the suitability of the design and operating effectiveness of its controls.

AICPA SOC
aicpa.org/soc4so
SOC for Service Organizations | Service Organizations™

Point and Pay, LLC
https://pointandpay.com
Engagement Type: **SOC 1 Type II**
Examination Period: **December 1, 2017 to November 30, 2018**

CONDITIONS:

1. Skoda Minotti has issued this certificate to indicate that the aforementioned company has completed an examination of its Payment Processing System under the Statement on Standards for Attestation Engagements No. 18.
2. This certificate offers no guarantee or warranty to any third party for ongoing compliance.
3. Please contact Skoda Minotti & Co. at 866.669.6561 for additional information. This certificate is valid for one year from April 24, 2019.

Skoda Minotti

Signature

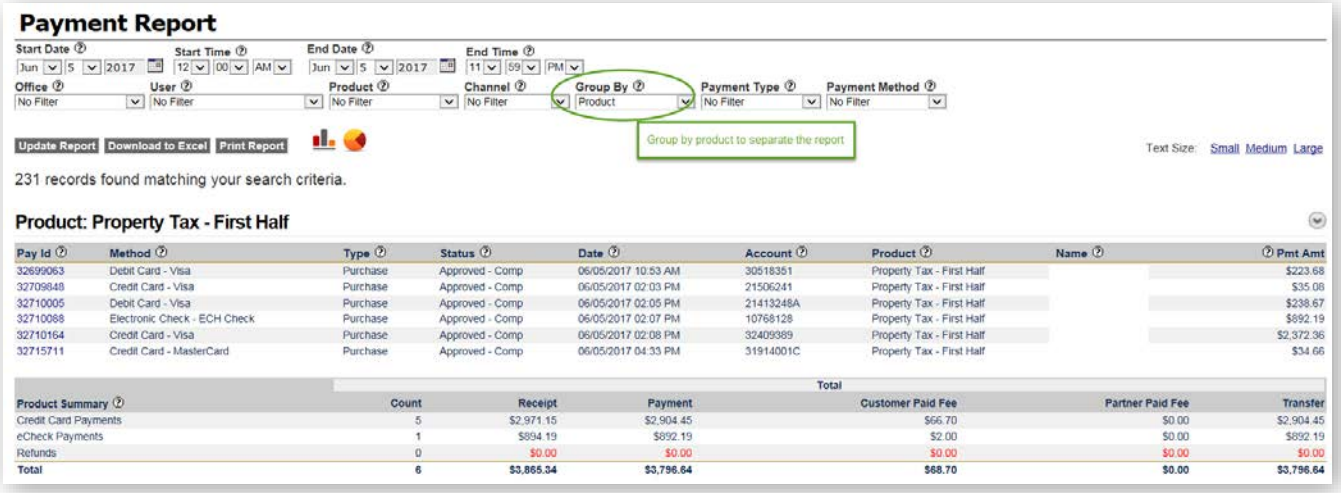
April 24, 2019

Date

SKODA MINOTTI
RISK ADVISORY SERVICES

Sample Reports

Please see a sample of daily batch summary and daily batch detail report below. Both of these reports are available in real time via the Point & Pay online reporting component. We can also configure the solution to send these reports electronically via email.



Payment Report

Start Date: Jun 5 2017 | Start Time: 12 00 AM | End Date: Jun 5 2017 | End Time: 11 59 PM

Office: No Filter | User: No Filter | Product: No Filter | Channel: No Filter | Group By: Product | Payment Type: No Filter | Payment Method: No Filter

Group by product to separate the report

Update Report | Download to Excel | Print Report | Text Size: Small Medium Large

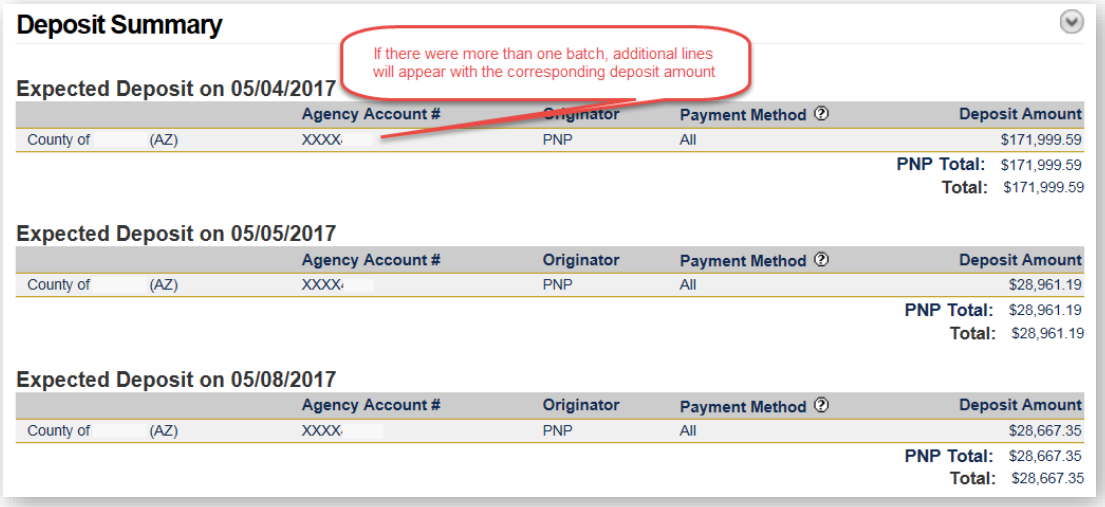
231 records found matching your search criteria.

Product: Property Tax - First Half

Pay Id	Method	Type	Status	Date	Account	Product	Name	Pmt Amt
32699063	Debit Card - Visa	Purchase	Approved - Comp	06/05/2017 10:53 AM	30518351	Property Tax - First Half		$223.68
32709848	Credit Card - Visa	Purchase	Approved - Comp	06/05/2017 02:03 PM	21506241	Property Tax - First Half		$35.08
32710005	Debit Card - Visa	Purchase	Approved - Comp	06/05/2017 02:05 PM	21413248A	Property Tax - First Half		$238.67
32710088	Electronic Check - ECH Check	Purchase	Approved - Comp	06/05/2017 02:07 PM	10768128	Property Tax - First Half		$892.19
32710164	Credit Card - Visa	Purchase	Approved - Comp	06/05/2017 02:08 PM	32409389	Property Tax - First Half		$2,372.36
32715711	Credit Card - MasterCard	Purchase	Approved - Comp	06/05/2017 04:33 PM	31914001C	Property Tax - First Half		$34.66

	Total					
Product Summary	Count	Receipt	Payment	Customer Paid Fee	Partner Paid Fee	Transfer
Credit Card Payments	5	$2,971.15	$2,904.45	$66.70	$0.00	$2,904.45
eCheck Payments	1	$894.19	$892.19	$2.00	$0.00	$892.19
Refunds	0	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**6**	**$3,865.34**	**$3,796.64**	**$68.70**	**$0.00**	**$3,796.64**

Daily Batch Detail Report



Deposit Summary

If there were more than one batch, additional lines will appear with the corresponding deposit amount

Expected Deposit on 05/04/2017

		Agency Account #	Originator	Payment Method	Deposit Amount
County of	(AZ)	XXXX	PNP	All	$171,999.59

PNP Total: $171,999.59
Total: $171,999.59

Expected Deposit on 05/05/2017

		Agency Account #	Originator	Payment Method	Deposit Amount
County of	(AZ)	XXXX	PNP	All	$28,961.19

PNP Total: $28,961.19
Total: $28,961.19

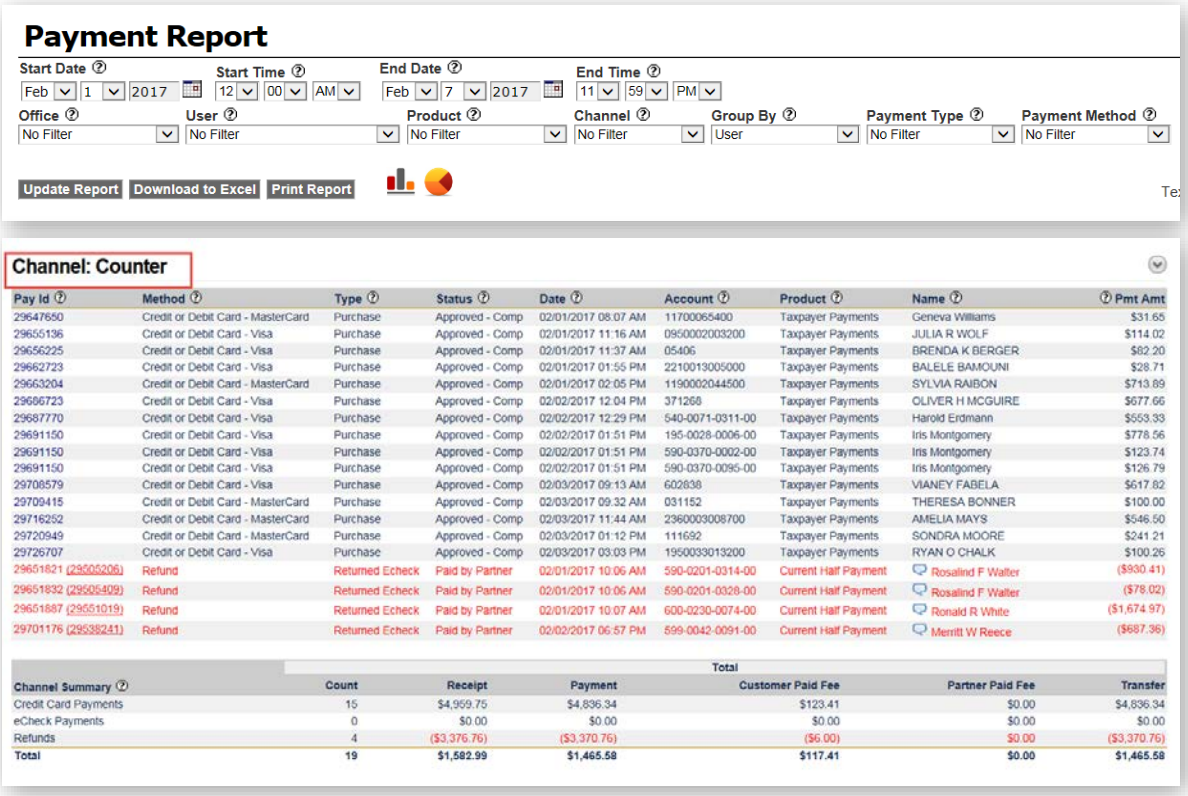
Expected Deposit on 05/08/2017

		Agency Account #	Originator	Payment Method	Deposit Amount
County of	(AZ)	XXXX	PNP	All	$28,667.35

PNP Total: $28,667.35
Total: $28,667.35

Daily Batch Summary Report

The Payment Report (shown on the following page) allows for flexible grouping and filtering parameters where the County can run them on an Enterprise level or in segregation. The report displays the details for each group/filter.



Payment Report

Start Date: Feb 1 2017 | Start Time: 12 00 AM | End Date: Feb 7 2017 | End Time: 11 59 PM

Office: No Filter | User: No Filter | Product: No Filter | Channel: No Filter | Group By: User | Payment Type: No Filter | Payment Method: No Filter

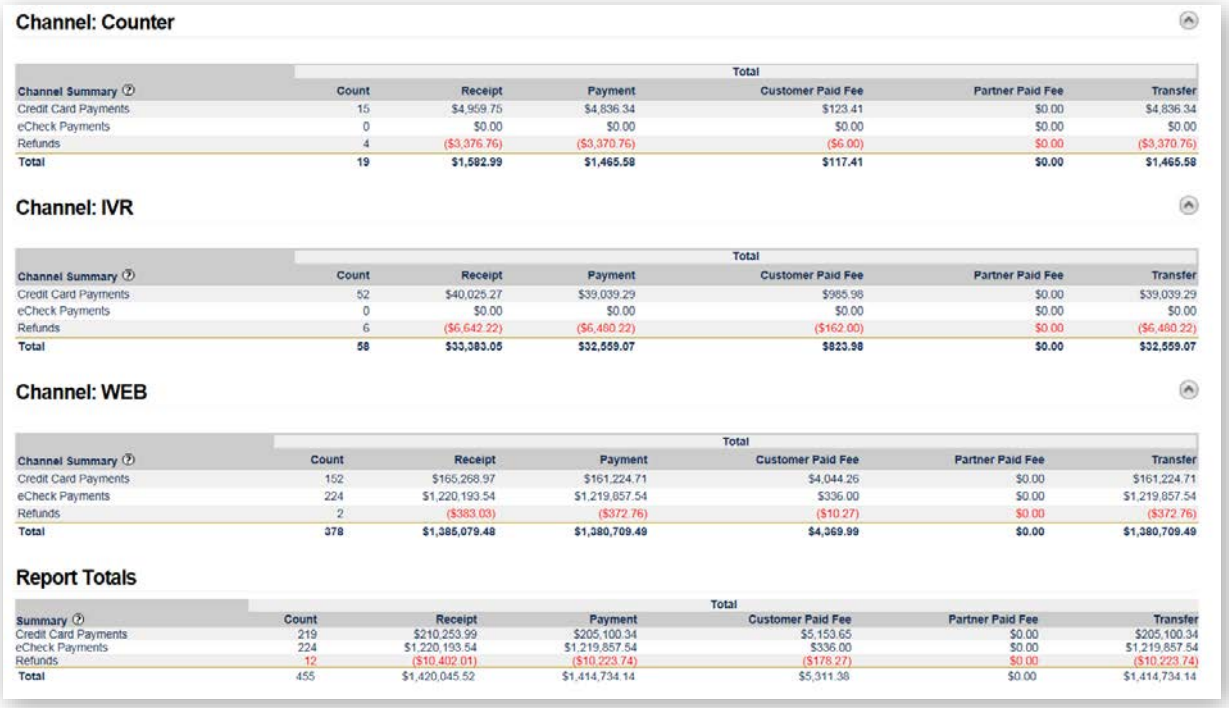
Update Report | Download to Excel | Print Report

Channel: Counter

Pay Id	Method	Type	Status	Date	Account	Product	Name	Pmt Amt
29647650	Credit or Debit Card - MasterCard	Purchase	Approved - Comp	02/01/2017 08:07 AM	11700065400	Taxpayer Payments	Geneva Williams	$31.65
29655136	Credit or Debit Card - Visa	Purchase	Approved - Comp	02/01/2017 11:16 AM	0950002003200	Taxpayer Payments	JULIA R WOLF	$114.02
29656225	Credit or Debit Card - Visa	Purchase	Approved - Comp	02/01/2017 11:37 AM	05406	Taxpayer Payments	BRENDA K BERGER	$82.20
29662723	Credit or Debit Card - Visa	Purchase	Approved - Comp	02/01/2017 01:55 PM	2210013005000	Taxpayer Payments	BALELE BAMOUNI	$28.71
29663204	Credit or Debit Card - MasterCard	Purchase	Approved - Comp	02/01/2017 02:05 PM	1190002044500	Taxpayer Payments	SYLVIA RAIBON	$713.89
29686723	Credit or Debit Card - Visa	Purchase	Approved - Comp	02/02/2017 12:04 PM	371266	Taxpayer Payments	OLIVER H MCGUIRE	$677.66
29687770	Credit or Debit Card - Visa	Purchase	Approved - Comp	02/02/2017 12:29 PM	540-0071-0311-00	Taxpayer Payments	Harold Erdmann	$553.33
29691150	Credit or Debit Card - Visa	Purchase	Approved - Comp	02/02/2017 01:51 PM	195-0028-0006-00	Taxpayer Payments	Iris Montgomery	$778.56
29691150	Credit or Debit Card - Visa	Purchase	Approved - Comp	02/02/2017 01:51 PM	590-0370-0002-00	Taxpayer Payments	Iris Montgomery	$123.74
29691150	Credit or Debit Card - Visa	Purchase	Approved - Comp	02/02/2017 01:51 PM	590-0370-0095-00	Taxpayer Payments	Iris Montgomery	$126.79
29708579	Credit or Debit Card - Visa	Purchase	Approved - Comp	02/03/2017 09:13 AM	602838	Taxpayer Payments	VIANEY FABELA	$617.82
29709415	Credit or Debit Card - MasterCard	Purchase	Approved - Comp	02/03/2017 09:32 AM	031152	Taxpayer Payments	THERESA BONNER	$100.00
29716252	Credit or Debit Card - MasterCard	Purchase	Approved - Comp	02/03/2017 11:44 AM	2360003008700	Taxpayer Payments	AMELIA MAYS	$546.50
29720949	Credit or Debit Card - MasterCard	Purchase	Approved - Comp	02/03/2017 01:12 PM	111692	Taxpayer Payments	SONDRA MOORE	$241.21
29726707	Credit or Debit Card - Visa	Purchase	Approved - Comp	02/03/2017 03:03 PM	1950033013200	Taxpayer Payments	RYAN O CHALK	$100.26
29651821 (29505206)	Refund	Returned Echeck	Paid by Partner	02/01/2017 10:06 AM	590-0201-0314-00	Current Half Payment	Rosalind F Walter	($930.41)
29651832 (29505409)	Refund	Returned Echeck	Paid by Partner	02/01/2017 10:06 AM	590-0201-0328-00	Current Half Payment	Rosalind F Walter	($78.02)
29651687 (29551019)	Refund	Returned Echeck	Paid by Partner	02/01/2017 10:07 AM	600-0230-0074-00	Current Half Payment	Ronald R White	($1,674.97)
29701176 (29538241)	Refund	Returned Echeck	Paid by Partner	02/02/2017 06:57 PM	599-0042-0091-00	Current Half Payment	Merritt W Reece	($687.36)

Channel Summary	Count	Receipt	Payment	Customer Paid Fee	Partner Paid Fee	Transfer
	Total					
Credit Card Payments	15	$4,959.75	$4,836.34	$123.41	$0.00	$4,836.34
eCheck Payments	0	$0.00	$0.00	$0.00	$0.00	$0.00
Refunds	4	($3,376.76)	($3,370.76)	($6.00)	$0.00	($3,370.76)
Total	19	$1,582.99	$1,465.58	$117.41	$0.00	$1,465.58

The system can also display this report for all payment channels.



Channel: Counter

Channel Summary	Count	Receipt	Payment	Customer Paid Fee	Partner Paid Fee	Transfer
	Total					
Credit Card Payments	15	$4,959.75	$4,836.34	$123.41	$0.00	$4,836.34
eCheck Payments	0	$0.00	$0.00	$0.00	$0.00	$0.00
Refunds	4	($3,376.76)	($3,370.76)	($6.00)	$0.00	($3,370.76)
Total	19	$1,582.99	$1,465.58	$117.41	$0.00	$1,465.58

Channel: IVR

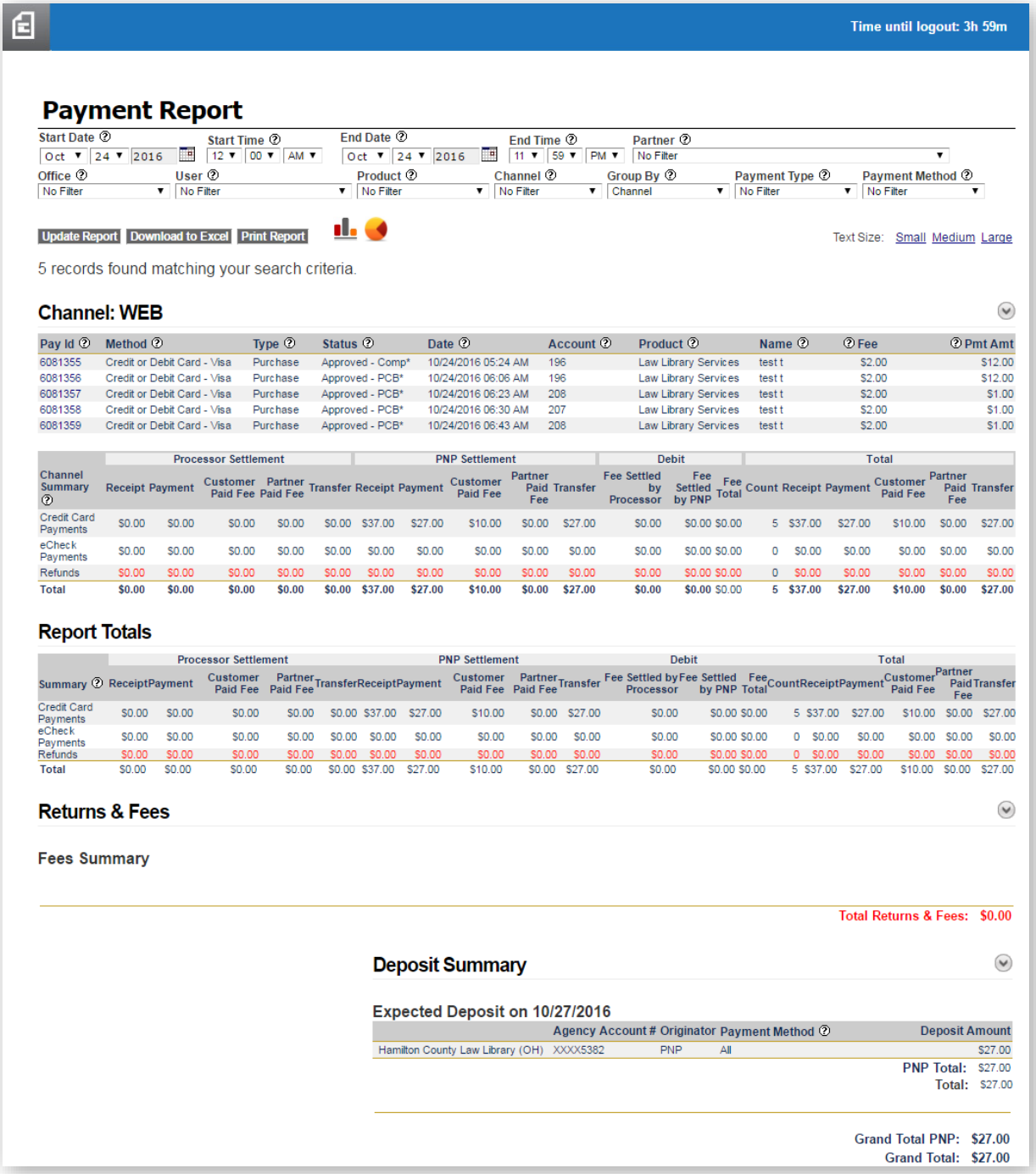
Channel Summary	Count	Receipt	Payment	Customer Paid Fee	Partner Paid Fee	Transfer
	Total					
Credit Card Payments	52	$40,025.27	$39,039.29	$985.98	$0.00	$39,039.29
eCheck Payments	0	$0.00	$0.00	$0.00	$0.00	$0.00
Refunds	6	($6,642.22)	($6,480.22)	($162.00)	$0.00	($6,480.22)
Total	58	$33,383.05	$32,559.07	$823.98	$0.00	$32,559.07

Channel: WEB

Channel Summary	Count	Receipt	Payment	Customer Paid Fee	Partner Paid Fee	Transfer
	Total					
Credit Card Payments	152	$165,268.97	$161,224.71	$4,044.26	$0.00	$161,224.71
eCheck Payments	224	$1,220,193.54	$1,219,857.54	$336.00	$0.00	$1,219,857.54
Refunds	2	($383.03)	($372.76)	($10.27)	$0.00	($372.76)
Total	378	$1,385,079.48	$1,380,709.49	$4,369.99	$0.00	$1,380,709.49

Report Totals

Summary	Count	Receipt	Payment	Customer Paid Fee	Partner Paid Fee	Transfer
	Total					
Credit Card Payments	219	$210,253.99	$205,100.34	$5,153.65	$0.00	$205,100.34
eCheck Payments	224	$1,220,193.54	$1,219,857.54	$336.00	$0.00	$1,219,857.54
Refunds	12	($10,402.01)	($10,223.74)	($178.27)	$0.00	($10,223.74)
Total	455	$1,420,045.52	$1,414,734.14	$5,311.38	$0.00	$1,414,734.14



Time until logout: 3h 59m

Payment Report

Start Date: Oct 24 2016 | Start Time: 12 00 AM | End Date: Oct 24 2016 | End Time: 11 59 PM | Partner: No Filter
Office: No Filter | User: No Filter | Product: No Filter | Channel: No Filter | Group By: Channel | Payment Type: No Filter | Payment Method: No Filter

Update Report | Download to Excel | Print Report | Text Size: Small Medium Large

5 records found matching your search criteria.

Channel: WEB

Pay Id	Method	Type	Status	Date	Account	Product	Name	Fee	Pmt Amt
6081355	Credit or Debit Card - Visa	Purchase	Approved - Comp*	10/24/2016 05:24 AM	196	Law Library Services	test t	$2.00	$12.00
6081356	Credit or Debit Card - Visa	Purchase	Approved - PCB*	10/24/2016 06:06 AM	196	Law Library Services	test t	$2.00	$12.00
6081357	Credit or Debit Card - Visa	Purchase	Approved - PCB*	10/24/2016 06:23 AM	208	Law Library Services	test t	$2.00	$1.00
6081358	Credit or Debit Card - Visa	Purchase	Approved - PCB*	10/24/2016 06:30 AM	207	Law Library Services	test t	$2.00	$1.00
6081359	Credit or Debit Card - Visa	Purchase	Approved - PCB*	10/24/2016 06:43 AM	208	Law Library Services	test t	$2.00	$1.00

	Processor Settlement					PNP Settlement					Debit			Total					
Channel Summary	Receipt	Payment	Customer Paid Fee	Partner Paid Fee	Transfer	Receipt	Payment	Customer Paid Fee	Partner Paid Fee	Transfer	Fee Settled by Processor	Fee Settled by PNP	Fee Total	Count	Receipt	Payment	Customer Paid Fee	Partner Paid Fee	Transfer
Credit Card Payments	$0.00	$0.00	$0.00	$0.00	$0.00	$37.00	$27.00	$10.00	$0.00	$27.00	$0.00	$0.00	$0.00	5	$37.00	$27.00	$10.00	$0.00	$27.00
eCheck Payments	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00
Refunds	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$37.00**	**$27.00**	**$10.00**	**$0.00**	**$27.00**	**$0.00**	**$0.00**	$0.00	**5**	**$37.00**	**$27.00**	**$10.00**	**$0.00**	**$27.00**

Report Totals

	Processor Settlement					PNP Settlement					Debit			Total					
Summary	Receipt	Payment	Customer Paid Fee	Partner Paid Fee	Transfer	Receipt	Payment	Customer Paid Fee	Partner Paid Fee	Transfer	Fee Settled by Processor	Fee Settled by PNP	Fee Total	Count	Receipt	Payment	Customer Paid Fee	Partner Paid Fee	Transfer
Credit Card Payments	$0.00	$0.00	$0.00	$0.00	$0.00	$37.00	$27.00	$10.00	$0.00	$27.00	$0.00	$0.00	$0.00	5	$37.00	$27.00	$10.00	$0.00	$27.00
eCheck Payments	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00
Refunds	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00
Total	$0.00	$0.00	$0.00	$0.00	$0.00	$37.00	$27.00	$10.00	$0.00	$27.00	$0.00	$0.00	$0.00	5	$37.00	$27.00	$10.00	$0.00	$27.00

Returns & Fees

Fees Summary

Total Returns & Fees: $0.00

Deposit Summary

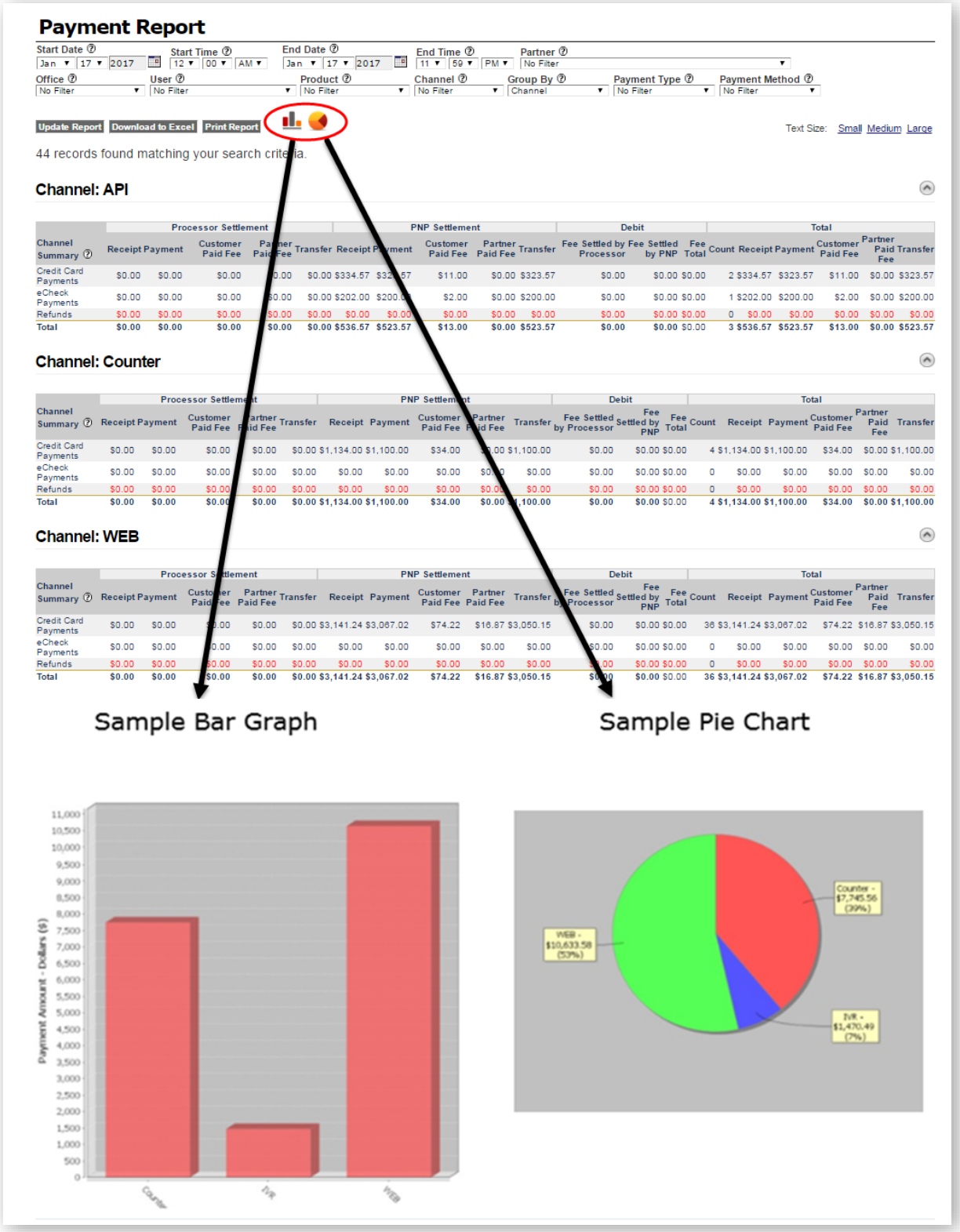
Expected Deposit on 10/27/2016

	Agency Account #	Originator	Payment Method	Deposit Amount
Hamilton County Law Library (OH)	XXXX5382	PNP	All	$27.00

PNP Total: $27.00
Total: $27.00

Grand Total PNP: $27.00
Grand Total: $27.00

Secure Online Reporting – Sample Payment Report



Sample Bar Graph and Pie Chart from Payment Report

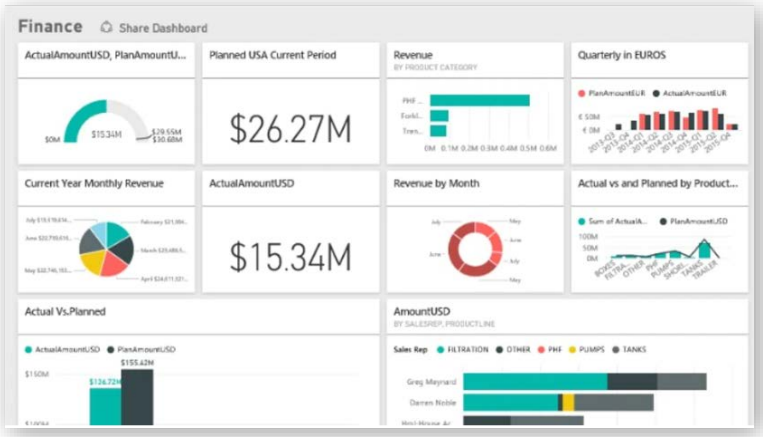
Google Analytics

Point & Pay also utilizes Google Analytics to continuously monitor our platform's performance, track and report on cases and issues, and conduct quarterly performance reviews. With this impressive tool, we are able to provide program performance, growth, and best practices in comparison to industry benchmarks and standards. Some areas it includes are demographic information, mobile usage, web page performance, goal conversions and site path, and much more.



Microsoft Power BI

We propose use of the Microsoft Power BI reporting tool that interacts instantly and seamlessly with Excel to view and receive reports. With this impressive tool, County users will be able to connect to and transform data with advanced data preparation capabilities, interactive data visualizations, not to mention intuitive dashboards to drive informed reporting actions throughout the County.



Point & Pay has had success utilizing Microsoft's Power BI as a shared reporting environment for enterprise class clients because it functions well on all devices, allows for fast implementation of sophisticated, data-rich dashboards and performance monitors, and makes the process of pushing regular reports to clients very simple.

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Contract Amendment

Pinal County Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6526

Contract 193425RFP
Amendment # 1
Procurement Officer: Karen Williams
Karen.Williams@pinal.gov

Credit and Debit Card Processing

Contractor Name: Point & Pay

Pursuant to Paragraph 2 (Contract Extension) and Paragraph 15 (Contract Changes), the above referenced contract shall be amended as follows:

1. The term of this contract is hereby extended through July 5, 2022.
2. All other Terms, Conditions, and Pricing remain the same.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X _____ X 6/23/2021

Stephen Q. Miller, Chairman
Pinal County Board of Supervisors

Date

9. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jerolyn Byrne, Wildland Firewise Specialist
Co-Submitter:	Stacey Brechler-Knaggs
Date:	12/27/2021
Meeting Date:	01/04/2022

TITLE:

Consideration and Approval of Grant Award: Healthy Forest Initiative Grant for Greater Flagstaff Area Healthy & Resilient Forest Project

STAFF RECOMMENDED ACTION:

Approve the Grant Agreement for the Greater Flagstaff Healthy & Resilient Forest Project for the Healthy Forest Initiative (HFI) Grant Program from the AZ Department of Forestry and Fire Management (DFFM) in the amount of $357,143 - $250,000 grant share is provided to a match of $107,143. Of the $107,143 match, $21,840 will be city staff time to manage the grant and $81,463 will be provided by private property owners for forest treatment work on their property.

Executive Summary:

The Healthy Forest Initiative 2021 grant agreement will provide 70% funding for property owners in Flagstaff to conduct forest treatments for improving forest health and wildfire risk reduction on their properties. The other 30% funding will be matched by the property owner for the work to be done. The city has no financial obligation for this funding mechanism. The private properties identified for this grant are not directly related to the Flagstaff Watershed Protection Project (FWPP), though these properties have been identified as being priority for treatment as they are adjacent to the FWPP footprint, as well as other treatment areas related to wildfire risk reduction/ forest management activities. Goals of this project include improving/maintaining our forest ecosystems, preventing long-term damage to critical watersheds, reducing catastrophic fire and post-fire flooding events, and maintaining community well-being (to include public safety - first responders, residents, and visitors).

Financial Impact:

Total cost to conduct this work is expected to be $2,500/acre (max). This grant will provide 70% of the required funding ($1750). The remaining 30% ($750) will be provided by the property owner and will be of no financial burden to the city. (The total cost/acre is higher than typical for open-space type thinning operations, and is due to the presence of fences, homes, overhead wires, other infrastructure, temporary street and traffic impacts, debris cleanup, etc).

Policy Impact:

Implementation of forest treatments funded by this award will:
1. Meet council goals and regional plan (see Connection to Council Goals, Regional Plan, and/or Strategic Plan), to include Public Safety initiatives;
2. Address the goals of the Greater Flagstaff Community Wildfire Protection Plan (CWPP) adopted by Council in 2005 (last updated 2018); and
3. Further application of the Flagstaff Wildland Urban Interface Code, adopted by Council in 2008.
4. Promote the State's Forest Action Plan, and
5. Advances the National Cohesive Wildland Fire Management Strategy.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Forest Treatments . . .
Climate Change: improve/maintain forest ecosystems and positions them to better withstand change-agents such as climate change.
Water Conservation: prevents long-term damage to critical watersheds.
Environmental and Natural Resources: protects and sustains our natural environment, reducing catastrophic fire and post-fire flooding events and insect infestations, preserving valuable wildlife habitat, allowing for recreational ventures and business operations, and maintaining community well-being (to include public safety - first responders, residents, and visitors).
Community Outreach: demonstrates need for, and solutions to, our forest health crisis, allowing us to showcase work, conduct field tours, and encourage residents to take action to protect their neighborhood, property, and home.
Town and Gown: permits us to continue to attract students to a working outdoor laboratory to conduct studies, gather information, interact with the public, and support our efforts while furthering their education and experience.
Code Compliance: addresses requirements of the City's Wildland Urban Interface Code (2008) and demonstrate their effectiveness.
Carbon Neutrality Plan:

- Forest Management Implications for Carbon Neutrality:
  - Consolidating carbon stocks in fewer, larger trees reduces the risk of carbon loss from fire
  - The pre-suppression forest structure provides the best target from maintaining sustainable carbon stocks and ecological function

Regional Plan

Environmental Planning & Conservation – Vision for the Future: In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.
Policy E&C.3.3 – Invest in forest health and watershed protection measures.
Policy E&C.6.1 – Encourage public awareness that the region's ponderosa pine forest is a fire-dependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes.
Policy E&C.6.3 – Promote protection, conservation, and ecological restoration of the region's diverse ecosystem type and associated animals.
Policy E&C.6.6 – Support collaborative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.
Policy E&C.10.2 – Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.

Has There Been Previous Council Decision on This:

There have been no previous decisions on Healthy Forest Initiative grant program as it is new for 2021 from the state of Arizona. This particular grant program is set to replace the previous grant Wildland Fire Hazardous Fuels program in which council has acted on and consented to prior years funding.

Options and Alternatives:

Two options exist:
Approve Agreement - this will permit the forest treatment work to proceed as planned, allowing full-use of the grant funds (termination date of Dec 30, 2024);
Reject Agreement - this will require individual property owners to fully fund the work, and will result in far less treatment occurring.

Background/History:

Severe and destructive wildfire, followed by post-fire flooding, are annual and ever-present threats to our forests and community. Areas that have undergone forest treatments (ie – thinning, debris disposal, and/or prescribed fire) are not only healthier and more resilient to damaging agents, they also provide proven barriers to both, enhance public safety and infrastructure protection, and suffer less damage from insect outbreaks and serious wildfires than what occurs on non-treated sites.

Key Considerations:

The forest treatments proposed are part of our overall plan and continuing collaboration with our citizens, as well as our local and regional partners. Wildfires within the city are a challenge to manage/suppress due to a variety of factors. They also present a threat to adjacent neighborhoods, sites, and businesses in the area. Forest treatments such as these proposed have proven highly effective in reducing fire severity, improving fire protection, and increasing survivability of homes both within Flagstaff and elsewhere. Grant funds will permit selective thinning (ie – tree cutting) and debris disposal (chipping and removal) by local tree service companies and/or the property owner themselves. The work will be conducted in the following two-step process:
A) Project set-up (assessment, boundary identification, tree marking, site inspection, etc), award and administration, reporting, issuance of payments, and final debris disposal work will be coordinated/inspected by WFM staff with property owner and vendor and;
B) Cutting, debris disposal, and rehabilitation will be carried out by a contractor of property owner’s choosing - aligning with city’s procurement process of a minimum of 3 bids. Homeowners will sign a vegetation management permit and agreement to maintain the implemented work. The Greater Flagstaff CWPP, the City's Wildland Urban Interface Code, the Flagstaff Watershed Protection Project, and other efforts such as that afforded by this grant, demonstrate our community's continual commitment to reducing wildfire risk.

Expanded Financial Considerations:

This project is paid for entirely by the grant and private funding. No city cash contributions required. Forest treatments of this kind are a costly investment to our citizens. The incentive provided by this grant will increase interest, motivation, and reduce costs to Flagstaff citizens, while providing the added benefits of improved forest health and resiliency, wildfire risk reduction and increased fire protection.

Community Benefits and Considerations:

Multiple partners have been engaged in forest health improvements, restoration, and wildfire risk reduction effort in our community for 20+ years, to include Greater Flagstaff Forests Partnership, the NAU Ecological Restoration Institute, AZ Game & Fish, US Fish and Wildlife Service, AZ State Forestry & Fire Management, and the Stakeholders in our community. Successfully completing the planned forest treatments will enhance protection of our forests, adjacent neighborhoods, and the community’s view shed, while promoting the vigor, resiliency, and sustainability of the trees themselves.

Community Involvement:

Inform: In the months leading up to the submitting this grant proposal, several targeted outreach notices were made throughout the selected neighborhoods. Since then, the neighborhoods have been informed of overall progress of the grant application, proposal, process for eligibility etc through various means, including public meeting, briefings, neighborhood contacts, etc. Specific to this project, we have worked to inform various stakeholders of desired outcomes, plans, schedules, and status.
Consult: We've worked with AZ Dept of Forestry and Fire Management regarding plans and treatment options, as well as with the residents and local tree services to assess ability of work.
Involve: Following treatment work conducted by local tree services, the Winter Wood for Warmth program may been involved in removing firewood from the area for distribution to area residents. In addition, we have made firewood available to the general public on a free permit basis.
Collaborate: The proposed work is compatible with other forest treatment work in the Flagstaff area, and is in-alignment with efforts conducted by the US Forest Service, AZ State Forestry, the City's Wildland Fire Management program, and the Greater Flagstaff Forests Partnership. It will compliment work currently being planned and that will be implemented as part of the Four Forest Restoration Initiative. It is in accordance with the Greater Flagstaff Area Community Wildfire Protection Plan (CWPP) and supports the City's Wildland Urban Interface Fire Code (WUI), adopted by Council in 2005 and 2008, respectfully.
Empower: This will empower and engender neighborhood protection efforts and future grant program/project work of this type in other areas of the city as well.

Attachments: NFHF 21-202

Arizona Department of Forestry and Fire Management
Grant Agreement No. NFHF 21-202
Healthy Forest Initiative Grant Program

This grant agreement ("Agreement") is entered into by and between the ("Grantee") Arizona Department of Forestry and Fire Management ("State Forestry" or "State") and ("Sub-grantee"), **City of Flagstaff (DUNS #08-830-2625),** pursuant to the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended; Food, Agriculture, Conservation, and Trade Act of 1990, as amended, Public Law 101-624.

I. PURPOSE OF AGREEMENT

State Forestry is a primary recipient of grant funds provided by the USDA Forest Service to assist in the advancement of forest resources management; forest insect and disease management, urban and community forestry, development and transfer of new and improved fire control technologies, organization of shared fire suppression resources, forestry resources planning, conservation of forest land, and achievement of a number of other goals for the use and protection of forest lands. This agreement is a sub-award of those federal grant funds authorized under Arizona Revised Statute 37-1302.

Subaward of Federal Award # **21DG11030000-016,** dated **08/03/2021**
The Catalog of Federal Domestic Assistance (CDFA) Number is **10.697, Cooperative Forestry Assistance**, U.S. Department of Agriculture, Forest Service

II. SCOPE OF WORK

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

III. PROGRAMATIC CHANGES

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by all parties and will terminate on **June 30, 2024** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to **70%** of the total cost of this program.
A contribution by the Sub-grantee for an additional **Cost Share Match of 30%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (federal portion) **shall not exceed $250,000.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of funds and reimbursement by the United States Department of Agriculture, Forest Service.

Reimbursement payments will be made to the Sub-grantee normally within ninety days after receipt of the reimbursement request and required documentation.

VI. ELIGIBLE COSTS

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program. Support documentation must show dates and amounts of all expenses (See Attachment D).

Purchase of Capital Equipment (equipment costing more than $5,000 per unit price) is **NOT allowed** under this agreement.

This is an award of Federal financial assistance and is subject to the Office of Management and Budget (OMB) guidance in Subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. All Federal and Sub-grantee matching/cost-share contributions are subject to applicable guidance. All project expenditures are subject to the Single Audit act of 1984 and payments shall adhere to the Federal Cash Management Improvement Act (CMIA).

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and within the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

VIII. AUDIT REQUIREMENTS

SINGLE AUDIT ACT OF 1984: All project expenditures are subject to the Single Audit act of 1984 and all relevant Office of Management and Budget (OMB) guidance including 2 CFR 200, Subpart F . Sub-grantees are subject to audit if their share of federal financial assistance is $750,000 or more for a single fiscal year. Federal financial assistance includes reimbursements under this award and all other financial assistance originating from any agency of the federal government during the Sub-grantee's fiscal year. Sub-grantee will be required annually to report compliance with this requirement.

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. Any audit involving a Federally-funded grant shall provide a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt from auditor or nine months from the close of the sub-grantee's fiscal year, whichever is earlier.

IX. PROCUREMENT REQUIREMENTS

All procurement activities shall be in compliance with State, Federal, and local laws including Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, Subpart D as adopted and supplemented by the USDA in 2 CFR Part 400. All Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement processes that include both administrative and accounting controls.

X. REPORTING REQUIREMENTS

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Quarterly performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry. Reports (quarterly and final reporting) will contain information on the following: (1) A comparison of actual accomplishments to the goals established for the period and for the entire program or project, (2) Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar activities. A computation of cost per unit of output may be required where applicable, (3) Reason(s) for delay if established goals were not met. (4) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. (5) Before and after pictures (required for final report and optional for quarterly reporting). (6) Mapping in the form of a pdf / paper map to be included in the final reporting and shapefiles (see GIS section below)

Financial/Reimbursement requests may be submitted quarterly or more often if necessary. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry. Reimbursement requests submitted with documentation (grant share or match) that is older than 6 months will not be accepted without prior approval.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after end of grant term. Final financial reimbursement may be held until all accomplishment reporting is complete and submitted to State Forestry.

GIS (Geographic Information System) polygon data is required prior to project start date and at the time of final accomplishment report submission. Data files (Shapefile, File Geodatabase, or KML polygons) created using GIS applications, must be submitted showing treatment/project area(s) and their name(s) or parcel number(s).

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XII (NOTICES)

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to

meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

XI. COMPLIANCE AND PERMITS

Grantee agrees that it is responsible for acquiring prior to treatment all permits required by applicable federal, state, and local jurisdictions. Grantee also agrees that is responsible for adherence to all applicable statutes, regulations, ordinances, and codes promulgated by applicable federal, state, and local jurisdictions, including but not limited to environmental regulations concerning the presence, existence, discharge, emission, or removal of any substances such as by-products, wastes, pollutants, and hazardous and toxic materials.

XII. PRINCIPAL CONTACTS

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Sub-grantee Programmatic Contact:

Stacey Brechler-Knaggs
City of Flagstaff
Grants and Contracts Manager
211 West Aspen Ave.
Flagstaff, AZ 86001
928-213-2227
sknaggs@flagstaffaz.gov

Principal Arizona State Forestry Contact:

Josh Hudson
Arizona Department of Forestry and Fire Management
Grants Program Manager
1110 West Washington Suite 500
Phoenix, AZ 85007
602-761-0285
jhudson@dffm.az.gov

XIII. NOTICES

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

STATE FORESTRY	**SUB-GRANTEE**
John Richardson **Assistant State Forester for Forestry Programs** **Arizona Department of Forestry and Fire Management** **1110 West Washington, Suite 500** **Phoenix, AZ 85007** **602-771-1420** **jrichardson@dffm.az.gov**	**Greg Clifton** **City Manager** **City of Flagstaff** **211 West Aspen Ave.** **Flagstaff, AZ 86001** **928-213-2053** **greg.clifton@flagstaffaz.gov**

XIV. AWARD CLOSEOUT

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry and the U.S. Forest Service reserve the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

XV. AUTHORITY

Sub-grantee shall have the legal authority to enter into this agreement, and shall have the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

XVI. ATTACHMENTS

The following Attachments are part of this Agreement:

A. Project Application
B. Detailed Project Plan
C. General Provisions
D. Documentation of Expenses
E. Quarterly Report and Invoice Format

Additional Certifications (require separate signatures):

AD1048 - USDA Form AD-1048 Debarment Certification
Lobbying - USDA Lobbying Certification

XVII. IN WITNESS WHEREOF, the parties agree to execute this agreement as of the last date written below.

STATE FORESTRY	**ACCEPTED BY SUB-GRANTEE**
Arizona Department of Forestry and Fire Management. 1110 West Washington, Suite 500 Phoenix, AZ 85007	City of Flagstaff 211 West Aspen Ave. Flagstaff, AZ 86001

_____
Signature

Arizona State Forester

Date: _____

_____
Print

_____

Assistant State Forester for Forestry Programs

Date: _____

_____
Signature

_____
Print or Type Name

Date:_____

ATTACHMENT A

Project Application
(Cover Sheet)

Applications: A04 2021 Greater Flagstaff Healthy & Resilient Forest Project

Profile
jbyrne@flagstaffaz.gov

Org Name
A04 Flagstaff Fire Department / Summit Fire & Medical District

1. Application/Project Title (100 character max)
A04 2021 Greater Flagstaff Healthy & Resilient Forest Project

2. Program/Project Congressional District (check all that apply)
1

3. Program/Project Legislative District (check all that apply)
6

4. Project Lead
Jerolyn Byrne - Firewise Specialist; Neil Chapman - Forest Health Supervisor neil.chapman@flagstaffaz.gov; Stacey Brechler Knaggs - Grants and Contracts Manager sknaggs@flagstaffaz.gov

5. Acres to be Treated
180

5a. Treatment Type
Hand Treatment, Mechanical Treatment

6. Project Overview and Area Description (2,500 character max)
The City of Flagstaff is nestled in the northern portion of the largest continuous ponderosa pine forest in the world. The project area encompasses several neighborhoods and city parks located on the western and northwestern edge of the City, and overlooking at-risk neighborhoods immediately adjacent or within easy ember transport distance of nearby neighborhoods and the downtown area of the city. The identified areas consist of highly vulnerable, heavily stocked ponderosa pine forest, with interlocking canopies and a density range of between 120-200+ Basal Area/acre and high density neighborhoods within the wildland urban interface (WUI) of Flagstaff. The pre-dominate wind direction and historical fire spread would move a fire from these areas into adjacent residential areas quickly. (We experience a minimum of 30 critical fire weather days each year: defined as Relative Humidity below 5%, eye level winds in excess of 20 mph, and temperatures in excess of 80 degrees).

7. Scope of Work (5,000 character max)
Grant funds would permit at least 180 acres of private land forest health improvement and wildfire mitigation work by creating defensible space and reducing hazardous fuels within the Greater Flagstaff area. Targeted outreach and neighborhood engagement has already occurred to sign on priority property owners who are interested and willing in completing this work
Grant funds will be spent on selective thinning (ie – tree cutting) by contractor on private parcels. This will include complete tree removal and debris disposal activities (chipping and hauling).
Tasks:
A) Project set-up (assessment, boundary identification, tree marking, site inspection, etc), award and administration, reporting, issuance of payments, and final debris disposal work will be coordinated/inspected by Flagstaff Fire Dept & Summit Fire & Medical Wildland Fire Management (WFM) staff with property owner and vendor and
B) Cutting, debris disposal, and rehabilitation will be carried out by a contractor of property owner's choosing - aligning with city's procurement process of a minimum of 3 bids.
Current selective thinning and debris disposal activities in Flagstaff area is averaging $800-3,500+/acre. High density areas in WUI where complex or technical removals take place and where tree densities on a 1/5 acre lot exceed 120+ basal area or 100+ trees and where average of 50-70 trees are removed per acre of ponderosa pine create high bids.
TOTAL Project Cost for private parcels: {180 acres x cap of $2,500/acre} = maximum direct costs of $450000 with the property owners fully prepared to meet the 10% match requirement (total $). This will be accomplished by funds provided through a reimbursement by the grant (90% of the cost of the work per acre) to the property owners (through the city as the financial agent) after work is completed by a vendor of their choosing. Any costs beyond the cap of $2500/acre is understood to be carried by the property owner. The work will be verified by site inspection and invoice of vendor provided to the property owner for any reimbursement to occur. Any reimbursement will not exceed invoice and will be directly proportional to the cost per acre beneath the $2500/acre cap. Example: 5 acres treated at $1200 per acre for a total invoice of $6000 of which $5400 (90% grant share) will be reimbursed to the property owner.
Total costs includes indirect costs as well as required by the city's indirect cost rate agreement (FY20 rate is set at 10%, which totals = $50000 which the city is prepared to match 30% (see budget section for breakout).

8. Project Timeline (1,000 character max)
1. Marking of properties, site inspections will occur after receipt of agreement with completion target late fall ’22.
2. Cutting and debris disposal operations will occur immediately following agreement in place by by vendors – target of 25-50 acres complete by mid-year ’22; another 25-50 acres complete target end of ’22; target 25-50 acres mid year ’23; target 25-50 end of 23’; final remaining acres complete mid-late ’24.
3. Quarterly Reports will be prepared with progress will be provided along with a Financial Statement requesting reimbursement and will be developed in cooperation with the City's Finance Dept, and submitted to the State for processing.
4. Final closeout and report target for December 2024. Thereafter, periodic neighborhood inspections will occur for adequate forest densities and fuels accumulation, tracked in the city’s GIS database of treatment work.

9. Project Goals, Objectives, and Deliverables (2,000 character max)
The goals of this project include improving/maintain our forest ecosystems, preserve water sources and prevent long-term damage to critical watersheds, reducing catastrophic fire and post-fire flooding events, insect infestations, preserving valuable wildlife habitat, increased recreational values, and maintaining community well-being (to include public safety - first responders, residents, and visitors).
Project Objectives: The mark will primarily reflect targets for fuels reduction and desired future conditions (developed with input from entities identified in the partners section) with a post-cutting target of not-to-exceed 90 Basal Area/acre. When possible, leave tree patterns will include tree groups and openings that represent historical patterns of ponderosa pine forests in our area, and allows the remaining trees/forest to withstand what otherwise might be damaging fire, as well as other disruptive agents (drought, insects).
Project Deliverables: 180 acres of private property within the Greater Flagstaff area will be treated to meet the objectives and goals of this project. Communities involved include City of Flagstaff, unincorporated areas of Summit Fire and Medical District to include Baderville and Ft Valley HOA. Measure of success is acres treated, homeowner contacts to include education and outreach, and active engagement in these communities toward Firewise USA site recognition.

10. Collaborative Elements and Partners (1,500 character max)
This work complements efforts of landscape scale restoration of ponderosa pine in the Greater Flagstaff Area as well as northern Arizona to include the Flagstaff Watershed Protection (FWPP) and the Four Forests Restoration Initiative (4FRI) occurring across multiple jurisdictions of City of Flagstaff, Coconino County, Arizona State Trust, and Coconino National Forest lands. The nearest location of this type of work is featured on Dry Lake Hills as part of the FWPP, is within a mile of many of the parcels identified on the map, and has been awarded this funding in past cycles.

11. Sustainability Plan (1,000 character max)
Regular thinning of pine populations and limiting regeneration to only that of single tree replacement sustains private property treatments. Homeowners will sign a reimbursement agreement to maintain the recommended densities. All partners are actively engaged in public awareness campaigns for wildfire and is an ongoing tenant of Flagstaff Fire Dept & Summit Fire & Medical Wildland Fire Management (WFM) programming. Under the greater Flagstaff CWPP, the city of Flagstaff’s 2006 Wildland Urban Interface Code adopted in 2008, and the passing and implementation of the Flagstaff Watershed Protection Project in 2012, our partners and community members continually commit to reducing wildfire risk. Monitoring will occur by site inspections annually by WFM staff who have been engaged in this work for 20 plus years. Four permanent WFM staff members are qualified foresters and fire managers that offer that assistance to the community at large.

Upload Budget Form
2021_AZ Healthy Forest Initiative_Project Budget Form.pdf

Upload Project Overview Map
FHIOverview.pdf

Upload Project Shape Files
FHI21FFDSFMD.shp

Upload Letters of Partner Support (optional)

Is the project identified as a specific priority within any Community Wildfire Protection Plans (CWPP)? Reply YES or NO. If yes, please describe.
Yes. The area is under the Greater Flagstaff CWPP. https://gffp.org/wp-content/uploads/2018/01/Combined-2012-CWPP-Review-Report.pdf

Is the proposed project area classified as High, Very High, or Extreme Risk by AZWRAP? Reply Yes or No
Yes

Average Score

# of Reviews
1

# of Denials
0

Applications: File Attachments

Upload Budget Form
2021_AZ Healthy Forest Initiative_Project Budget Form.pdf

Upload Project Overview Map
FHIOverview.pdf

Upload Project Shape Files
FHI21FFDSFMD.shp

Project: 2021 Greater Flagstaff Healthy & Resilient Forest

Total Project Budget (by expense type)

Budget Detail	Grant Share ($ Amount Requested)	Match		TOTAL
		Dollars	In-Kind	
Administrative Labor:	$0	$0	$0	$ 0
Project Labor:	$0	$0	$0	$ 0
Fringe Benefits:	$0	$0	$0	$ 0
Travel:	$0	$0	$0	$ 0
Equipment:	$0	$0	$0	$ 0
Supplies:	$0	$0	$0	$ 0
Contractual:	$315,000	$135,000	$0	$450,000
Other:	$35,000	$0	$15,000	$50,000
TOTAL:	$350,000	$135,000	$15,000	$500,000

Budget Narrative

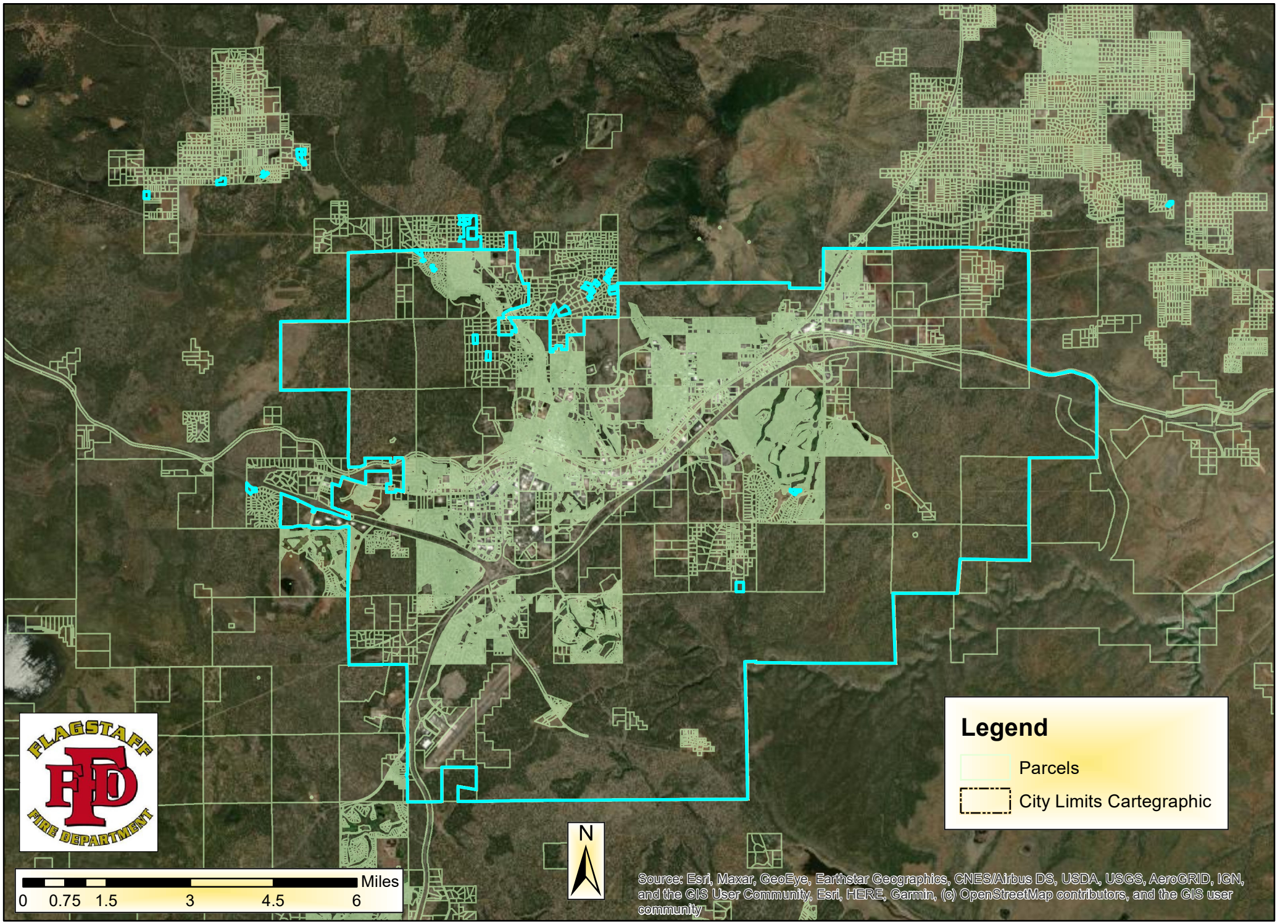
Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.

Contractual: The 70% grant share of $350,000 and the 30% grant match of $135,000 supplied by property owners equates to direct costs of $450,000 and will be allocated for contractual mechanical or hand felling of selective tree removal and initial debris disposal (chipping and hauling) up to 180 acres of forest treatment and hazardous fuels reduction in Greater Flagstaff Forest Health Resilience Project area. 180 acres at $450,000 total direct contractual project cost per acre is approximately $2500/acre which is a rough average cost per acre for Flagstaff area.

Other: A total of $50,000 of grant share is allocated for funds associated with city's grant administration for indirect costs. 10% is the established indirect cost rate established in the City's Indirect Rate Cost Agreement for fiscal year 2020. The breakout is as follows:
1. 70% grant share: $50,000 x 70% = ~35000
2. The city's 30% match: $50,000 x 30%=~$15000 which is related to the city's indirect costs related grant administration.

Indirect Costs Rate Agreement for grant administration includes: building depreciation, equipment depreciation, non-departmental general administration, employee benefits and insurances, indirect purchasing/procurement, and billing/reimbursement administration.

FHI Greater Flagstaff Forest Resilience Overview



Attachment: Invalid File or Empty File FHI21FFDSFMD.shp

The file FHI21FFDSFMD is corrupt or in an unsupported format.

Profile: jbyrne@flagstaffaz.gov

Applicant Information

Tell us about you.

Linked Applicant
jbyrne@flagstaffaz.gov

First name
Jerolyn

Last name
Byrne

Email
jbyrne@flagstaffaz.gov

Title
Firewise Specialist

Company
City of Flagstaff Fire Department

Company Website
http://flagstaff.az.gov/132/Wildland-Fire-Management

City
Flagstaff

State
Arizona

Organization Information

Tell us about your organization.

Organization Name
City of Flagstaff

Employer Identification Number (EIN)
860000244

DUNS
088302625

Authorized Representative

Business/Finance Representative

Organization Address

Address
211 W Aspen Ave

Address 2

City
Flagstaff

State
Arizona

County
Coconino County

Congressional District/Region
1

Zip
86001

Phone
928-213-2510

Phone Extension

Fax

Authorized Representative (if different from above)

Name

Title

Email

Phone

Business/Finance Contact (if required)

Name

Title

Email

Phone

ATTACHMENT B
(Cover Sheet)

Detailed Project Plan – Subject to State Approval
(Include specific planned accomplishments, detailed project budget, and time line)

2021 Forest Health Initiative Grant **November 15, 2021**
Detailed Work Plan
Flagstaff Fire Department – Greater Flagstaff Forest Health Resilience Project

SCOPE:

Narrative Overview - Flagstaff sits within the largest continuous ponderosa pine forest in the world. A 2003 report identified Flagstaff as the #1 Wildfire Threatened community within AZ. The project area contains 129 acres of prioritized private property throughout the greater Flagstaff area and within close proximity of the *Flagstaff Watershed Protection Project* (FWPP) and Four Forest Restoration Initiative task order areas of the Coconino National Forest. This work complements efforts of landscape scale restoration of ponderosa pine in the Greater Flagstaff Area as well as northern Arizona to include the Flagstaff Watershed Protection (FWPP) and the Four Forests Restoration Initiative (4FRI) occurring across multiple jurisdictions of City, County, State, and federal lands.

Project Tasks/Components –

a) Planning and Oversight: Jerolyn Byrne, Wildland Firewise Specialist in the Wildland Fire Management (WFM) Division of the Flagstaff Fire Dept (FFD), will be responsible for all phases, to include project boundary marking, stakeholder notification, prescription development, tree marking, site preparation, and reporting for all grant-funded operations.
b) Grant Management: Stacey Brechler-Knaggs, City of Flagstaff Grants and Contracts Manager, will coordinate adherence to all grant agreement provisions and all reimbursable invoicing processes.
c) Field Treatment Work (cutting, processing, wood removal, debris piling): Work will be accomplished by a contractor of property owner's choosing.

Outcomes - Specifically, this project will complete 129 acres of selective tree thinning and debris disposal on prioritized parcels pre-identified to this grant through active outreach campaign for targeted priority areas of Flagstaff (see map). The overall goal is to reduce/eliminate excessive and overly-dense ponderosa forest stands, to improve forest health, and lowering the risk of future wildfire hazard fuels and insect infestations increase Firewise and survivable space in the identified neighborhoods. A basal area range of 60-90 will define our treated acre target, measured pre- and post-treatment, and verified during final inspection of work completed by contractors. To facilitate this work, we have conducted an active and on-going outreach effort targeting these specific neighborhoods and individual stakeholders, recruited homeowners interested in the long-term management of these parcels, and educating them on the responsibility to improve forest health and wildland hazardous reduce fuels on their properties.

Map Note: Attached. 7 total maps. 129 acres identified to be treated.

SCHEDULE:

Project Deliverables -

CY	Qtr	Activity	Reporting
2021	4th	• Conduct community outreach to pre-identified neighborhoods and signed up stakeholders (prior to grant cycle) of planned process for eligibility and path forward for completion • Finalize details and agreement with DFFM • Council agenda meeting for approval of funds • Begin site visits and setup, marking of trees, and assessments for forest treatment work (10-20 acre target)	• Qtr report to DFFM
2022	1st-2nd	• Continuation of site visits and setup, marking of trees, assessments (Approximately 10-25 acres targeted) • Coordinate with homeowners upon completion of contractor forest treatment work and obtain reimbursements packets (Approximately 10-15 acres targeted) • Provision of project status update	• Qtr report to DFFM
	3rd - 4th	• Continuation of site visits and setup, marking of trees, assessments (Approximately up to 15-30 acres targeted) • Coordinate with homeowners upon completion of contractor forest treatment work and obtain reimbursements packets (Approximately 15-30 acres targeted) • Provision of project status update	• Qtr report to DFFM
2023	1rst-2nd	• Continue site visits and setup, marking of trees, assessments (Approximately 10-15 acres targeted) • Coordinate with homeowners on targets and reporting to complete removals and obtain reimbursements (Approximately 10-15 acres targeted) • Provision of project status update	• Qtr report to DFFM
	3rd-4th	• Complete all site visits and setup, marking of trees, assessments (5–10-acre target) • Coordinate with homeowners upon completion of contractor vegetation management and obtain reimbursements packets (Approximately 20-30 acres targeted) • Provide project status update	• Qtr report to DFFM

2024	1rst-2nd	• Complete all site visits and setup, marking of trees, assessments (5–10-acre target) • Coordinate with homeowners upon completion of contractor vegetation management and obtain reimbursements packets (Approximately 20-30 acres targeted) • Provide final project status update and final report; Expected last project work day June 30th, 2024	• Qtr report to DFFM

Project Support -

Calendar Year	**Qtr**	**Activity**
2021	4th	• Brief City Council and key cooperators/partners.
2022	1rst-2nd	• Publicize via Dept's Web Page and Social Media networks.
	1rst-4th	• Provide status update to City Council and key cooperators/partners • Conduct field tours as necessary; and • Publicize via Dept's Web Page and Social Media networks. • Sign/advertise areas of active/ongoing treatment work
2023	1rst-4th	• Brief City Council and key cooperators/partners. • Publicize via Dept's Web Page and Social Media networks; • Engage volunteers where applicable; and • Host field tour of project sites for key partners and community residents as demonstration site for future projects • Sign/advertise areas of active/ongoing treatment work
2024	1rst-2nd	• Brief City Council and key cooperators/partners. • Publicize via Dept's Web Page and Social Media networks; • Engage volunteers where applicable; and • Host field tour of project sites for key partners and community residents as demonstration site for future projects • Sign/advertise areas of active/ongoing treatment work

BUDGET:

Please review Project Budget Worksheet (attached).

CONCLUSION: Completion of the forest treatments detailed in this plan will reduce the threat of future wildfire damage, improve forest health, boost our FireWise program, reduce risk key infrastructure, neighborhoods, and natural resources, and enhance community well being and partnerships. FFD WFM sustains this effort through active re-engagement of landowners on a 5-10 year cyclical basis and signed landowner agreements to sustain treatment work in perpetuity of ownership of the property.

Project: 2021 Greater Flagstaff Healthy & Resilient Forest

Total Project Budget (by expense type)

Budget Detail	Grant Share ($ Amount Requested)	Match		TOTAL
		Dollars	In-Kind	
Administrative Labor:	$0	$0	$0	$ 0
Project Labor:	$0	$21,840	$0	$21,840
Fringe Benefits:	$0	$0	$0	$ 0
Travel:	$0	$0	$0	$ 0
Equipment:	$0	$0	$0	$ 0
Supplies:	$0	$0	$0	$ 0
Contractual:	$241,038	$81,462	$0	$322,500
Other:	$8,962	3841	$0	$12,803
TOTAL:	$250,000	$107,143	$ 0	$357,143

Budget Narrative

Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).

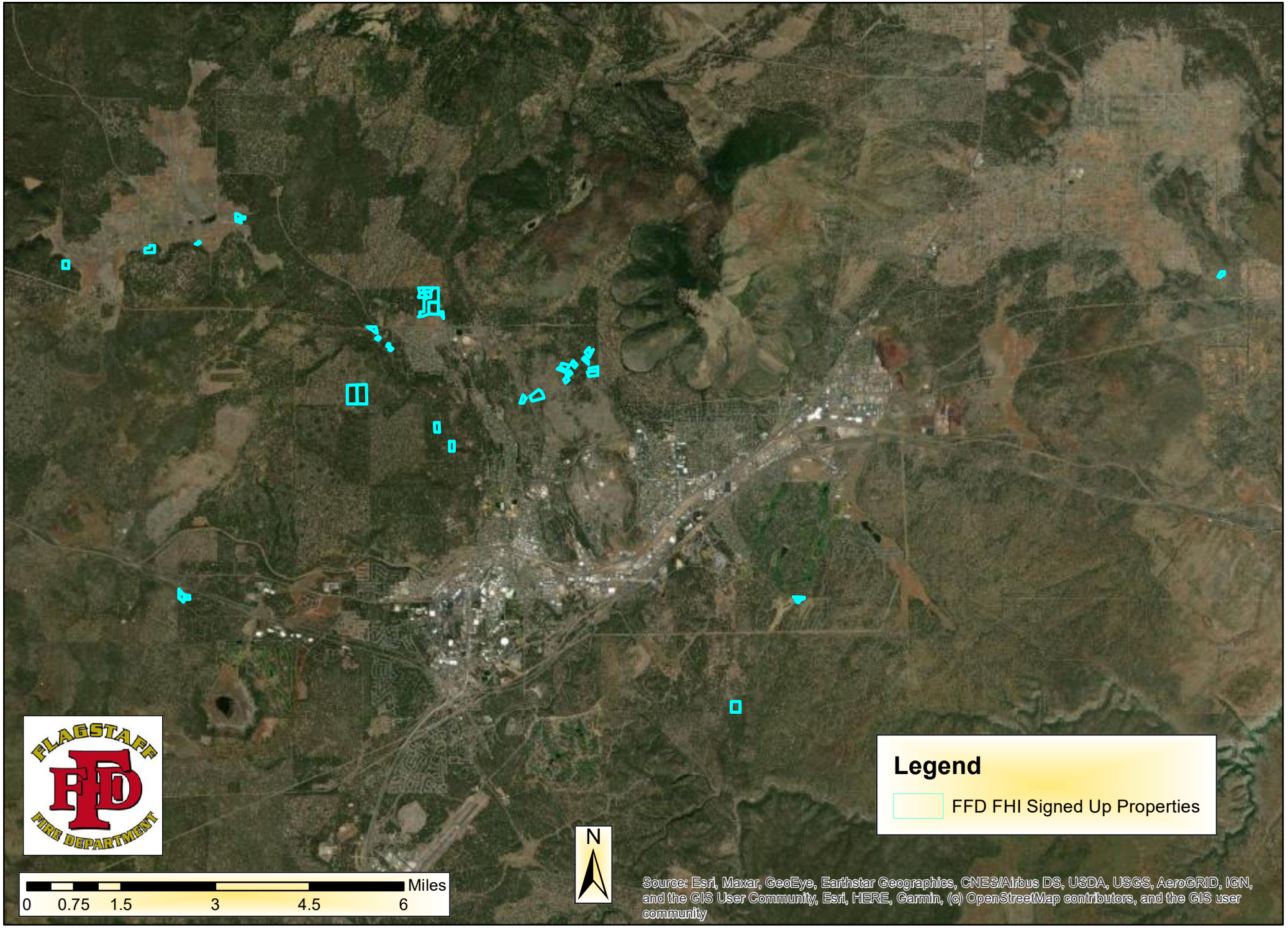
Contractual: The 70% grant share of $241038 and the 30% grant match of $81462 supplied by property owners equates to direct costs of $322,500 and will be allocated for contractual mechanical or hand felling of selective tree removal and initial debris disposal (chipping and hauling) up to 129 acres of forest treatment and hazardous fuels reduction in Greater Flagstaff Forest Health Resilience Project area. Up to 129 acres at $322,500 total direct contractual project cost per acre is approximately $2442/acre which is a rough average cost per acre for Flagstaff area.

Match:
Project Labor: Staff implementing field work to include project setup, marking, pre- & post-treatment monitoring and compliance = 1 personnel x ~$24/hr x ~910 hrs = $21840

Other: A total of $12803 (322500* 3.97%) of grant share is allocated for funds associated with city's grant administration for indirect costs. 3.97% is the established indirect cost rate established in the City's Indirect Rate Cost Agreement for fiscal year 2021. The breakout is as follows:
1. 70% grant share: $12803 x 70% = ~$8962
2. The city's 30% match: $12803 x 30%=~$3841 which is related to the city's indirect costs related grant administration.
Indirect Costs Rate Agreement for grant administration includes: building depreciation, equipment depreciation, non-departmental general administration, employee benefits and insurances, indirect purchasing/procurement, and billing/reimbursement administration.

FHI Greater Flagstaff Forest Resilience Overview

*Total of 129 forested acres targeted



ATTACHMENT C
General Provisions

COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by Sub-grantee.

RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

COMPLIANCE WITH ARIZONA EXECUTIVE ORDERS 75-5 and 2009-09

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the grant in accordance with all applicable Federal and State laws. Sub-grantee is subject to the OMB requirements and guidance in subparts A through F of 2 CFR 200 as adopted and supplemented by USDA in 2 CFR part 400.

CFR (Code of Federal Regulations) – http://www.ecfr.gov. If grantee needs assistance in obtaining any of these documents in electronic or printed form, please contact your Arizona State Forestry representative.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

FREEDOM OF INFORMATION ACT

Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefit that may arise there from, either directly or indirectly.

TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non-cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either 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 of the contract with respect to the subject matter of the contract.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

ARBITRATION

To the extent required by A.R.S. §12-1518, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

SUSPENSION OR DEBARMENT

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Sub-grantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

CONTRACTS AND SUBAWARDS TO DEBARRED AND SUSPENDED PARTIES

Pursuant to Code of Federal Regulations 2 CFR part 180, grantees and sub grantees must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension”. By entering into this agreement sub-grantee agrees to comply with all relevant codes including 2 CFR part 180, subpart C, “Responsibilities of Participants

Regarding Transactions". When entering into a covered transaction with another person at the next lower tier, sub-grantee must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

(a) Checking the SAM Exclusions: System for Award Management (SAM) – www.sam.gov

(b) Collecting a certification from that person

(c) Adding a clause or condition to the covered transaction with that person.

TITLE VI of CIVIL RIGHTS ACT of 1964

Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 200d). In accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and Sub-grantee will immediately take any measures necessary to effectuate this agreement.

UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

Sub-grantee agrees to provide a DUNS number to State Forestry prior to award, and to maintain all related information through the full term of this agreement. A *Data Universal Numbering System (DUNS) Number* is a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at ***http://fedgov.dnb.com/webform***).

Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov .

PUBLICATION REQUIREMENTS

A. ACKNOWLEDGEMENT IN PUBLICATIONS**.** Sub-grantee shall acknowledge Arizona Department of Forestry and Fire Management and U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, per 2 CFR 415.2.

B. NONDISCRIMINATION STATEMENT IN PUBLICATIONS**.** Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited basis apply to all programs.)

To file a complaint of discrimination, write USDA, director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

C. COPYRIGHTS. No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub agreements or subcontracts. This provision includes the copyright in any work developed by Sub-grantee under this agreement. And any right of copyright to which Sub-grantee purchases ownership with any federal contributions.

REPORTING OF SUBRECIPIENT EXECUTIVES

Unless exempt from this requirement of 2CFR 170, Sub-grantee agrees to report the names and total compensation of each of the sub-grantee's five most highly compensated executives for the sub-grantee's preceding completed fiscal year if:

1. in the sub-grantee's preceding fiscal year, the sub-grantee received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

TRAFFICKING IN PERSONS.

Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), include provisions applicable to federal support recipients. By entering into this agreement, you agree to terms set forth in the primary award from the US Forest Service as documented below. This Agreement may be unilaterally terminated, without penalty, if a subrecipient is determined to have violated an applicable prohibition in this award term. (See 22 U.S.C. 7104 and 2CFR175 for more details)

A. Provisions applicable to a Recipient that is a private entity.

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

2. This award may be unilaterally terminated, without penalty, if you or a subrecipient that is a private entity -

(i) Is determined to have violated a prohibition in paragraph A.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-

a. Associated with performance under this award; or

b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

B. Provision applicable to a recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a subrecipient:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either-

(i) Associated with performance under this award; or

(ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:

(1) Implements section I06(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(2) Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph A1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:

(1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

(1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(2) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

DRUG-FREE WORKPLACE

Compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, as amended) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace.

INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

Arizona Department of Forestry and Fire Management grants are federally funded and are based on reimbursement for actual costs incurred. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment must not originate from a federal source and cannot be used as a match for any other federal cost-share program. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval. All project expenses must meet the applicable Cost Principles (2CFR200, subpart E)

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated from the "Grant Reimbursement Form". By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the "Grant Reimbursement Form", the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

INELIGIBLE COSTS – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantee's sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or are unnecessary for the completion of the project are ineligible for reimbursement or as match.

- NO FOOD or BEVERAGE purchases or donations are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.

- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match. (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible)

- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantees responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

REIMBURSABLE PROJECT EXPENSES – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, cancelled checks, signed receipts, or official payroll records. Examples include:

Labor- may include paid staff, contracted labor, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.

- All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.
- Required documentation can include payment receipts, timesheets, payroll records, job sheets, cancelled checks, or signed letters detailing paid staff time, dates, and services or work provided.

Supplies - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.

- Required documentation can include payment receipts, cancelled checks, or official accounting records detailing expenses and goods and service provided.

Equipment Purchases (small) – small equipment necessary for the completion of the project may be purchased by the Sub-grantee organization if included in the approved project plan and budget. Purchases of equipment or supplies for individuals is not eligible. Purchase of necessary equipment totaling less than $5,000 will be considered as supplies (above).

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Purchases (large) - Any single piece of capital equipment costing more than $5,000 must be included in the original project plan and preapproved. Because funding originates from the federal government, they may retain an ongoing vested ownership in the equipment. Additional details will be provided for approved purchases. If an audit determines that excessive equipment was purchased, the Sub-grantee accepts full liability for cost reimbursement back to the State/Federal government. Please limit your liability by purchasing only items listed in the original grant application and detailed project plan. Please only purchase what is necessary to complete the specific grant/project approved.

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Rental – Rental of equipment necessary for completion of the project may be reimbursed if included in the approved project plan and budget.

- Required documentation will include rental receipts detailing costs, dates of use, and equipment details.

Contracted Services – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.

- Required documentation will include receipts detailing costs, dates and details of services provided.

Equipment Operating Costs - Operating costs for owned, rented, or donated equipment may be permitted if included in the project plan and properly documented. Methods for cost determination must be specifically documented and approved. Use of Sub-grantee owned equipment may be charged to the grant if prior approval is granted. A Sub-grantee may submit a rate agreement that is typical of rate charges established for all agencies utilizing the equipment including their own. Under no circumstances shall the grant be charged for use of equipment purchased with Federal funds, beyond operating costs.

- Required documentation can include receipts detailing costs, dates and details of equipment usage, payment receipts, mileage logs, shift tickets, etc. Any operating costs that are not paid for directly and do not have corresponding payment receipts, must be specifically documented as to method of cost determination.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

ELIGIBLE MATCH – All grants require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided or paid for during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of cash and/or in-kind contributions. The Sub-grantee share (match) cannot originate from a federal source and must not be used as a match for any other federal cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant-funded program or project and must meet the applicable Cost Principles (2CFR200, subpart E)

Matching investments will not be directly reimbursed.

Examples of possible match include:

Cash - Matching investment can include actual costs as documented above.

- Required documentation will include payment receipts, cancelled checks, or official accounting records detailing expenses and related goods and service provided.

In-kind Contributions - include on-hand supplies, third party donations of supplies or equipment, the value of professional services provided at the professional rate, or time spent by employees on eligible project activities.

- An in-kind contribution of goods or services from another business or organization may be counted as community match with proper documentation. This typically consists of a letter on the donating organization's letterhead, signed by the proper person and showing the amount and type of donation. Property or use thereof shall be assigned a fair market value per applicable federal Cost Principles and should include a letter of documentation from the donating party.

Volunteer - Volunteer labor hours shall conform to standard documented operating procedures for the Sub-grantee organization with established pay rates.

- Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding $20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization.

Quarterly Performance Report

GRANT INFORMATION:

Grant Number:		**Grant Award $:**	
Project Name:		**Award End Date:**	
Organization:			
County:		**DFFM District:**	

REPORT INFORMATION:

Calendar Year:		**Calendar Quarter Q1** (Jan-Mar), **Q2, Q3, Q4**:	
Name of person completing report:			
Submittal Date:			

PROJECT OBJECTIVES ACCOMPLISHED: (During this quarterly reporting period, what progress has been made toward meeting the project objectives stated in the Project Plan? Provide quarterly and cumulative numbers for key criteria, such as acres completed, trees planted, educational programs delivered, etc.)

PLANNED OVERALL		ACTUAL				
Project Objectives	**Total Project Goal**	**Previously Reported**	+	**Current Quarter**	=	**Cumulative Total**

Program-Specific Reportables (if applicable)

1				
2				
3				
4				
5				

Is this Project On Track? (Yes / No)

Use the following sections to describe activities for this quarter and for the overall project status.

Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items. (Please list any additional items in the narrative to assure they are recorded.)

Quarterly Performance Report

NARRATIVE REPORT / THIS QUARTER: **What progress has been made THIS QUARTER in accomplishing the project objectives?** Describe activities for the quarter to support the status reported in the tables above. Include comments regarding accomplishments for employees, contractors, and volunteers; and describe the status of planning or purchasing activity if applicable. *(MAX: 1400 Characters – attach additional materials if needed)*

NARRATIVE REPORT / OVERALL PROJECT: **What is the success in meeting the OVERALL measurement criteria identified in the Project Plan?** Describe the overall project status to support the numbers listed in the tables above. What major milestones have been achieved and what are the next major activities planned? If the project is not on track or goals are not being met, please provide an explanation. If there are any factors that have, or will have, a significant impact on the successful project completion, provide details and explain the actions being taken or assistance that may be needed. *(MAX: 1400 Characters – attach additional materials if needed)*

Arizona Department of Forestry and Fire Management
Grant Reimbursement Form

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number:

Organization Name:

Total Grant Amount: **Total Match Required:**

Grant Expiration/End Date: (Grant $ + Match $ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):

	Reimbursable Costs	Match	Total

This Reimbursement Period:

Item	Reimbursable Costs	Match	Total
Administration			
Personnel			
Contracted Services			
Supplies			
Other			
Other			
Other			
Volunteer time	N/A		
In-Kind Contributions	N/A		
Total:			

Cumulative Project Totals (This period request added to all previous reimbursement requests):

	Reimbursable Costs	Match	Total

* As long as the Cumulative **MATCH** meets the required amount, this Reimbursement Period's **REIMBURSABLE** amount should qualify for payment (provided all items are properly documented and all other grant requirements are met.)

Authorized Signature *Title* *Date*

SIGNATURE LINE STATEMENT (Required for Processing)

By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

NOTE: Reimbursements may take 60-90 days

This form is available electronically.

Form Approved – OMB No. 0505-0027
Expiration Date: 12/31/2018

United States Department of Agriculture

AD 1048

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 4 CFR Part 418 Appendix A, Certification Regarding Lobbying. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Forest Service determines to award the covered transaction, grant, or cooperative agreement.

Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying.' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

SIGNATURE		
APPLICANT'S SIGNATURE (BY)	TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY	DATE SIGNED *(MM-DD-YYYY)*

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 9 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

9. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Date:	12/27/2021
Meeting Date:	01/04/2022

TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract with Beta Public Relations in the amount of $67,031.04.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Beta Public Relations in the amount of $67,031.04; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

City staff are seeking to engage Beta Public Relations (BetaPr) to provide Public Involvement Services to the City of Flagstaff. The project consists of assisting the City in communicating with the community on potential flood mitigation projects in the Museum Flood Area. BetaPr has developed a comprehensive approach for public involvement for the Flagstaff community, with the goal of timely and frequent communication with area stakeholders. Effective, open and socially equitable communication will help to foster greater public awareness of potential flood mitigation projects.

Financial Impact:

The contract for public outreach is an unbudgeted expense in the Stormwater Fund. Budget authority within the Stormwater Fund will come from other capital projects that will not be completed this year. If additional budget authority is needed, we will do a contingency transfer from the Water Fund.

Due to the unanticipated expenditures in the Stormwater Fund this fiscal year due to extreme weather events. The City anticipates issuing debt to assist with the cash flow of the Stormwater Fund. This will come as a separate action to Council.

Policy Impact:

N/A

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

This Cooperative Purchase Contract supports the PBB Priorities of Livable Community, Sustainable Innovative Infrastructure and Safe and Healthy Community.

Has There Been Previous Council Decision on This:

The City Council heard a Museum Flood update on November 23, 2021.

Background/History:

Purchasing has reviewed the Agency Cooperative contract and determined it to be valid and relative to the needed services of the BetaPr Cooperative Purchase Contract.

Attachments: BetaPr Cooperative Purchase Contract
Exhibit - A Scope and Fee
Exhibit B - Agency Cooperative Contract
Exhibit B - Agency Cooperative Amendment

COOPERATIVE PURCHASE CONTRACT
Contract No. 2022-69

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 22_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Beta Public Relations, LLC, an Arizona Limited Liability Company, ("Contractor").

RECITALS:

A. Contractor has a Cooperative Purchasing Agreement (#2019-001) – procured by the City of Prescott, Arizona to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

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

AGREEMENT:

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

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

Museum Flood Area Public Involvement Services

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

3. Payment: Payment to the Contractor for the materials and or services provided for sixty-seven thousand thirty-one dollars and four cents **($67,031.04)**; made in accordance with the price list and terms set forth in the Agency Contract.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in *Exhibit B* attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for the materials.

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

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

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

Beta Public Relations, LLC:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A

SCOPE AND FEE

Beta PR Scope and Fee (dated December 20, 2021) attached separately.

EXHIBIT B
AGENCY CONTRACT

City of Prescott. Arizona Cooperative Purchasing Agreement (#2019-001) – procured by the City of Prescott, Arizona.

December 20, 2021

Ms. Sarah Langley
City of Flagstaff – Interim Public Affairs Director
211 West Aspen Avenue
Flagstaff, AZ 86001

Re: Museum Flood Area Feasibility Study Communication – Scope of Work and Cost Quote for Public Involvement Services

Ms. Langley,

Beta Public Relations (BetaPr) respectfully submits this scope of work and cost quote to provide Public Involvement Services to the City of Flagstaff (City). The project consists of assisting the City in communicating with the community on potential flood mitigation projects in the Museum Flood Area. Due to the nature of this project, eventual benefits, and potential impacts to area stakeholders, public involvement is a critical element of the project.

BetaPr has developed a comprehensive approach for public involvement for the Flagstaff community. The goal of this public involvement process is to communicate with area stakeholders early and often about potential flood mitigation projects in the Museum Flood Area. By effectively communicating the purpose and need for flood mitigation projects, BetaPr helps foster understanding and expectations. Open and socially equitable communication helps stakeholders understand the potential future impacts and project benefits. Outlined below are the tasks associated with the project and estimated cost, assuming a 9-month project timeline. If necessary, we can adjust our estimate to accommodate any changes to the scope of work.

Project Task	Estimated Cost
Task 1 – **Develop Public Involvement Plan** A Public Involvement Plan will outline the community outreach effort for the project team.	$500.00
Task 2 – **Project Notification Fliers Design and Production** BetaPr will design and produce a total of four (4) project notification fliers for distribution to stakeholders. The fliers will provide information about the feasibility study project to the community, highlight the project website as an avenue to receive more details, invite stakeholders attend meetings, and provide information on how to connect with the project team. The fliers will be produced in both digital and physical formats for robust distribution.	$3,000.00
Task 3 – **Project Notification Flier Mailing** The project notification fliers will be bulk mailed to fully saturate the entire feasibility study area. BetaPr staff will identify bulk mail routes and coordinate with postal service providers to mail fliers.	$500.00

Task 4 – **Domain Acquisition and Project Website Creation** BetaPr will acquire a user-friendly, project-specific web domain and create a project website. The website will be treated as the main hub for project details, and will be populated with project-specific information, FAQ's, and additional resources to help stakeholders understand the project and how they can stay connected as it develops.	$2,000.00
Task 5 – **Press Releases and Social Media Support** To reach a larger audience, BetaPr will develop press releases and generate copy for social media updates throughout the project. Press releases and updates will be provided to the City's Public Information Officer to disseminate all media releases through official City channels and BetaPr will work to leverage their existing media contacts to provide additional coverage. In addition to utilizing the City of Flagstaff's existing social media channels for dissemination, BetaPr will coordinate with staff to utilize the app NextDoor to reach specific neighborhoods.	$2,500.00
Task 6 – **Translation and Interpretation Services** BetaPr has teamed up with Ally Interpreting, Inc. for our translation and interpreting needs. Ally Interpreting will translate all printed materials provided to the public from English to Spanish. Additionally, they will provide interpretation services at all focus group meetings.	$5,000.00
Task 7 – **Public Involvement Updates for Report-Outs** BetaPr will provide Public Involvement Updates for City staff to utilize to report-out to City Council. The Public Involvement Updates will include a breakdown of public involvement efforts undertaken since the previous report-out, planned efforts until the next report-out, and a summary of any stakeholder questions, emails, or concerns, and how the communication loop was closed.	$4,500.00
Task 8 – **Focus Group Identification and Meetings** BetaPr will identify and communicate with focus groups in the area. Focus groups identified already include the Museum Flood Coalition and the Sunnyside Neighborhood Association. BetaPr will work with the project team to identify additional groups in the area to engage with. Following the identification of focus groups, BetaPr will host focus group meetings in conjunction with the project team to discuss the project in greater detail and leverage the groups to assist in greater communication to stakeholders. These focus group meetings will likely be conducted in the field, and can include meetings with identified groups, specific neighborhoods, or community members. The price quoted assumes three (3) meetings.	$6,000.00

Task 9 – **Stakeholder Database Development** A stakeholder database will be created and continuously updated to include any new interested party contacts for future project communications throughout the feasibility study development. The database will be organized by area, and will include businesses, residents, groups, churches, organizations, and any other stakeholder who's contact information would be pertinent as part of the feasibility study. Additionally, BetaPr will integrate the County's existing database into the feasibility study specific database.	$2,800.00
Task 10 – **Project Email Address Creation & Maintenance** BetaPr will establish and maintain a project email address that will be marketed and utilized specifically for the feasibility study. Emails will be answered during the course of feasibility study with all issues/questions documented and directed immediately to the project team for resolution, if necessary.	$8,000.00
Task 11 – **Attend TAC Meetings** To coordinate public involvement during the project, BetaPr will attend a project kickoff meeting, and project TAC meetings on a weekly basis. The price quoted assumes 36 meetings.	$9,000.00
Task 12 – **eNews Releases and Database Development** BetaPr will develop and release an eNewsletter (eNews) twice a month. Distribution will include an interested party database generated utilizing contact information provided by focus g roups, as well as those who opt-in to receive eNews communication through our outreach efforts. The eNews will be delivered to stakeholders via email, and will include a map of the project area, a brief summary of project activities undertaken, contact information to reach the project team and a link to the project website. The price quoted assumes 18 eNews releases.	$6,500.00
Task 13 – **Miscellaneous Project Graphic Design Services** BetaPr can provide graphic design services to create additional project materials than those highlighted in previous tasks. Graphic design services may include the creation of meeting/event signage, additional printed materials, website displays, charts and diagrams, and project maps. Additional graphic design services are available upon request.	$2,000.00
Total Estimated Labor Expenses	**$52,300.00**

Direct Expenses	Estimated Cost
Notification printing – 17,500 pieces* x $0.50 per piece ** Includes mailings and supplying copies to project team.*	$8,750.00
Bulk mail postage – 15,468 pieces* x $0.28 per piece ** Based on current USPS data to fully saturate project corridors and surrounding areas four times, totaling 3,409 residents and 458 business addresses.*	$4,331.04
Work session and focus group visual aids – Printing and reproduction	$750.00
Digital Marketing Suite* – $90.00 per month x 10 months ** Digital Marketing Suite includes website domain, project email address and eNews service.*	$900.00
Total Estimated Direct Expenses	**$14,731.04**

Total Estimated Project Cost $67,031.04

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 the City of Flagstaff to provide effective public involvement services for the Museum Flood Area Feasibility Study.

Sincerely,

Bryce Snyder
Principal
BetaPr

CITY OF PRESCOTT
Everybody's Hometown

Professional Services Agreement

FY19-24 Public Works On-Call Professional Services
Contract No. 2019-001

WHEREAS, the City of Prescott (hereinafter referred to as "City") is in need of certain services; and

WHEREAS, the City has solicited Requests for Qualifications in accordance with State Law; and

WHEREAS, Beta Public Relations, LLC (hereinafter referred to as "Professional"), has expertise in providing public relations services.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That Professional shall provide the above listed services to the City in relation to the FY19-24 Public Works On-Call Professional Services Project as indicated in Exhibit "A" (Request for Statements of Qualifications, Scope of Work, Task and Fee Estimate, and Project Schedule) and as requested by the City of Prescott Public Works Director.
2. In addition to those services identified in Paragraph 1 above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary to the full and effective performance of the tasks specifically referenced.
3. The Professional shall provide sufficient qualified personnel to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.
4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's project schedule identified in the attached Exhibit "A".
5. The term of this Agreement shall be three (3) years commencing July 1, 2018 and ending June 30, 2021, with consideration for renewal up to two (2) additional one (1) year periods by mutual agreement.
6. Notwithstanding the foregoing, this Agreement may be terminated by either party upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.
7. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit "A" thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.

8. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a Professional to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.

9. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Public Works Director City of Prescott 433 N. Virginia Street Prescott, Arizona 86301	Beta Public Relations, LLC 495 S. River Run Road, Suite 104 Flagstaff, Arizona 86001

10. It is expressly agreed and understood by and between the parties that the Professional is an independent contractor, and, as such, Professional shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent contractor, Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

11. This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.

12. (A) The City shall pay to Professional an amount not to exceed twenty five thousand dollars and no cents ($25,000.00) annually for all service categories specified in Sections 1 and 2 of this Agreement, as specified in Exhibit "A".

    (B) The foregoing sum includes payment for any and all services to be rendered by Professional or sub-contractors, which the Professional may employ for this Contract. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other professionals or sub-contractors retained by the Professional.

    (C) Payment of the total amount provided for under Section 12 (A) shall not relieve Professional of its obligation to complete the performance of all those services specified in Sections, 1, 2, and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2, and 3, then Professional shall charge and City shall pay Professional in accordance with Exhibit "A".

    (D) Prior to the final payment to the Professional, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the

City from the Professional, and shall apply to those monies to the appropriate accounts. Professional shall provide to the City any information necessary to determine the total amount(s) due.

(E) The Professional shall bill the City monthly for the fee due the Professional, based upon an hourly rate for work completed for each itemized task pursuant to this Agreement and Exhibit "A" during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.

13. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

14. This Agreement shall be construed under the laws of the State of Arizona.

15. All work products of the Professional for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the work.

16. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.

17. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.

18. This Agreement represents the entire and integrated Agreement between the City and the Professional and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

19. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

20. Subject to the limitations of A. R. S. § 34-226, the Professional hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Professional's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Professional further releases and discharges the City, its departments and divisions, its

agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

21. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

22. (A) Changes in Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the Public Works Director. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or extra work.

    (B) Extra work shall be that work not indicated or detailed on the Scope of Work and not specified. Such work shall be governed by all applicable provisions on the Contract Document.

    (C) In giving instructions, the Public Works Director shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the Public Works Director and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.

    (D) Payment for any change ordered by the Public Works Director which involves work essential to complete the Contract, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said work being performed.

    (E) Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written order issued by the Public Works Director, which shall be written so as to indicate acceptance on the part of the Professional as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional's fee proposal.

    (F) If the Professional claims that any instructions involve extra cost under this Contract, it shall give the Public Works Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made. The Professional shall do such extra work therefore upon receipt of an accepted Contract Amendment or other written order of the Public Works Director and in the absence of such Contract Amendment or other written order of the Public Works Director, the Professional shall not be entitled to payment for such extra work. In no case shall work be undertaken without written notice from the Public Works Director to proceed with the work. All Contract Amendments must be approved by the Public Works Director. Contract Amendments over $25,000.00 must be approved by City Council.

23. (A) The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement, a policy or policies of liability insurance with the following coverage:

1) Commercial General Liability – Occurrence Form (if applicable)

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability, and XCU coverage.

General Aggregate	$ 2,000,000
Products – Completed Operations Aggregate	$ 2,000,000
Personal and Advertising Injury	$ 1,000,000
Each Occurrence	$ 1,000,000
Fire Legal Liability (Damage to Rented Premises)	$ 100,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Professional."

2) Professional Liability (Errors and Omissions Liability)

Each Claim	$ 1,000,000
Annual Aggregate	$ 2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Professional warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

3) Business Automobile Liability (if applicable) Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$ 1,000,000

(B) City and Professional waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, sub-contractors and employees for damages covered by property insurance during and after completion of the Services.

(C) All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

(D) Prior to commencing work under this Agreement, the Professional shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by A.R.S. 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

(E) Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

(F) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk

Management Division. All insurance is to be placed with an insurer admitted in the state in which operations are taking place.

(G) Verification of Coverage: Professional shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Please note the contract number on the Certificate.

24. The Professional, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Professional will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

25. Professional Immigration Warranty

Professional understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Professional must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Professional hereby warrants to the City that the Professional and each of its sub-contractors ("Sub-contractors") will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Professional Immigration Warranty").

A breach of the Professional Immigration Warranty shall constitute a material breach of this Contract and shall subject the Professional 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 Professional or Sub-contractors' employee who works on this Contract to ensure that the Professional or Sub-contractor is complying with the Professional Immigration Warranty. Professional 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 Professional and any of Sub-contractors to ensure compliance with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any random verification performed.

Neither the Professional nor any Sub-contractor shall be deemed to have materially breached the Professional Immigration Warranty if the Professional or Sub-contractor establishes that it has complied with 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, Subsection A.

The provisions of this Article must be included in any contract the Professional enters into with any and all of its Sub-contractors who provide services under this Contract or any sub-contract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a professional or sub-contractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

26. Professional shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.

27. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.

28. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".

29. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

Dated this 13 day of July, 2018.

City of Prescott, a municipal corporation:

Greg L. Mengarelli, Mayor

PROFESSIONAL:

Beta Public Relations, LLC

By: Bryce Snyder

Title: Principal

ATTEST:

Maureen Scott

Maureen Scott, City Clerk

APPROVED AS TO FORM:

Jon M. Paladini, City Attorney

Matthew Podracky, PUR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: John E Creps III CIC	
JOHN CREPS INSURANCE AGENCY 2717 North Steves Blvd #4 Flagstaff, AZ 86004	PHONE (A/C, No, Ext): (928)526-4040	FAX (A/C, No): (928)526-4060
	E-MAIL ADDRESS: jcreps@crepsinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Enumclaw Insurance Group	14761
INSURED BETA PUBLIC RELATIONS LLC 495 SOUTH RIVER RUN ROAD SUITE 103 FLAGSTAFF, AZ 86001	INSURER B: AM Trust Ins Co of Kansas	15954
	INSURER C: Mercury Insurance	11908
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	BOP001179803	4/24/2018	4/24/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		N	BA020000002370	11/14/2017	11/14/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $		N				EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	KWC1134757	7/28/2018	7/28/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
			N					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Professional for commercial general liability utilizing form (BP 0448 07 13).
Contract #: 2019-001
Public Relation Services

CERTIFICATE HOLDER

City of Prescott
Public Works Department
433 N Virginia St
Prescott, AZ 86301
candace.manibusan@prescott-az.gov

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
CITY OF PRESCOTT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph **C. Who Is An Insured:**

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2018

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	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Enumclaw Insurance Group	14761
INSURED BETA PUBLIC RELATIONS LLC 495 SOUTH RIVER RUN ROAD SUITE 103 FLAGSTAFF, AZ 86001	INSURER B: AM Trust Ins Co of Kansas	15954
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	BOP001179803	4/24/2018	4/24/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY		N	BA020000002370	11/14/2017	11/14/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $		N				EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	KWC1134757	7/28/2018	7/28/2019	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
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Contract #: 2019-001

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CERTIFICATE HOLDER

City of Prescott
Public Works Department
433 N Virginia St
Prescott, AZ 86301
candace.manibusan@prescott-az.gov

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SCHEDULE

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However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY		N	BA020000002370	11/14/2017	11/14/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $		N				EACH OCCURRENCE AGGREGATE	$ $
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Contract #: 2019-001
Public Relation Services

CERTIFICATE HOLDER

City of Prescott
Public Works Department
433 N Virginia St
Prescott, AZ 86301
candace.manibusan@prescott-az.gov

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
CITY OF PRESCOTT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph **C. Who Is An Insured:**

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: John E Creps III	
JOHN CREPS INSURANCE AGENCY 2717 North Steves Blvd #4 Flagstaff, AZ 86004	PHONE (A/C, No, Ext): (928)526-4040	FAX (A/C, No): (928)526-4060
	E-MAIL ADDRESS: jcreps@crepsinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Enumclaw Insurance Group	14761
INSURED BETA PUBLIC RELATIONS LLC 495 SOUTH RIVER RUN ROAD SUITE 103 FLAGSTAFF, AZ 86001	INSURER B: AM Trust Ins Co of Kansas	15954
	INSURER C: Mercury Insurance	11908
	INSURER D: Markel Insurance Company	38970
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	N	BOP001179803	4/24/2018	4/24/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		N	BA020000002370	11/14/2017	11/14/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $		N				EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	KWC1134757	7/28/2018	7/28/2019	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability		N	MG851212	7/12/2018	7/12/2019	Occurrence Aggregate Deductible	2,000,000 2,000,000 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Professional for commercial general liability utilizing form (BP 0448 07 13).
Contract #: 2019-001
Public Relation Services

CERTIFICATE HOLDER	CANCELLATION
City of Prescott Public Works Department 433 N Virginia St Prescott, AZ 86301 candace.manibusan@prescott-az.gov	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: BOP 0011798 03

BUSINESSOWNERS
BP 04 48 07 13

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However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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whichever is less.

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City of Prescott
Contract Amendment No. One
Project Name FY19-24 Public Works On-Call Professional Services
Contractor: Beta Public Relations, LLC
Contract No: 2019-001
Account No(s): Various
March 3, 2021

Purpose of Amendment:

The purpose of this amendment is to:

a) Extend the contract term one additional year, from an original expiration date of June 30, 2021 to a new expiration date of June 30, 2022.

b) To add the following cooperative clause;

Cooperative Use of Contract (aka Piggy-Back Clause). This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accordance with the laws, ordinances, rules and regulations applicable to such entity, and the approval of the Contractor. The provision of goods or services to other agencies under this contract does not absolve the Contractor from fully complying with the requirements set forth within the contract for materials and services to be provided to the City under this contract. Any such action is subject to legal and contractual remedies available to the City including, but not limited to, cancellation or suspension of the contract.

In the event that another governmental agency chooses to use this agreement for procurement purposes, the procuring party shall be solely responsible for the ordering of materials, services or construction under this agreement. Payment, inspection and acceptance of goods or services ordered by the procuring party shall be the exclusive obligation of the procuring party. The City shall not be liable in any way for alleged or actual violations by the procuring party or Contractor, and the procuring party shall hold the City harmless from any liability which may arise from the action or inaction of the procuring party. Contractor agrees to look solely to the procuring party in pursuing all legal remedies that may be available to Contractor for acts or inaction of the procuring party. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

The following changes shall be made to the Contract Documents:

Add cooperative clause to contract and extend the term one additional year.

Summary of Changes In Contract:

		Contract Amount
Original Annual Contract Amount		$ 25,000.00
Net Change this Amendment		$ -
Amended Contract		$ 25,000.00
Original Expiration Date	June 30, 2021	
Amended Expiration Date	June 30, 2022	

Accepted by: _____ March 11, 2021
Beta Public Relations, LLC — Date

Approved by: Craig Dotseth 3/12/2021
Craig Dotseth, Public Works Director — Date

Attest: Sarah M. Siep 3/12/2021
Sarah Siep, City Clerk — Date

Approved as to Form: Jon M. Paladini 3/12/21
Jon M. Paladini, City Attorney — Date

Copy to: City Clerk
Public Works

9. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Co-Submitter:	CJ Perry
Date:	12/27/2021
Meeting Date:	01/04/2022

TITLE:

Consideration and Approval of Contract: Service contract with Altice (aka SuddenLink) to provide internet, and point to point network connectivity with City Hall and city infrastructure for a three year term, not to exceed $97,200 total.

STAFF RECOMMENDED ACTION:

Approval of service contract with Altice, allowing for fiber optic connection between Law Enforcement Administration Facility (LEAF) (Flagstaff Police Department (FPD) side) and City Hall buildings, as well as a new internet connection for FPD; and authorize the City Manager to execute the necessary documents.

Executive Summary:

This service contract is multi-faceted. The first purpose of this service contract is to attain an independent internet connection for the Flagstaff Police Department, once migrated off Coconino County Sheriff's Office systems, rated at 400mb upload and download. Secondly, a fiber optic network connection (point to point) will be connected between 911 Sawmill Road and 211 Aspen Avenue. This service contract will act as a new connection, giving Flagstaff Police Department a fast and reliable connection to the City network and its resources for their employees. Lastly, this will give the City network a redundant internet connection with a **future project**. This is needed due to more than one outage with CenturyLink, who provides our existing connection. This will provide resiliency in our (FPD and COF) internet connectivity that is very much needed. The service contract is a monthly cost of $2,700 over a 36 month term, to not exceed a total of $97,200.

Financial Impact:

Monthly expenditure of $2,700 to pay for proposed service contract. This is covered in the account 001-01-014-0047-1-4301 in FY 2021-2022 and the budget team has committed to the ongoing funding of this expenditure.

Policy Impact:

None

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

High Performing Governance: Serve the public by providing high quality customer service.
Safe & Healthy Community: Provide public safety services with resources, staff & training responsive to the community's needs.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

Do not approve the service contract with Altice, which is the only option for internet for the Flagstaff Police Department after transferring IT support from Coconino County Sheriff Office. This will cause a loss of internet connectivity. Network connectivity between Flagstaff Police Department will remain on the microwave network, which is slow, prone to failure due to weather, and a maximum speed of 100mb/s (instead of 1,000mb/s).

Background/History:

Currently, Flagstaff Police Department shares an internet connection with Coconino County Sheriff Office, located at LEAF. The speed of this connection is unknown. There is also a microwave link between City Hall and LEAF, which gives Flagstaff Police Department access to City network and resources. However, this link is slow (maximum 100mb/s) and is prone to failure due to weather conditions. There is an active project underway to move IT Support Services from County Sheriff Office to City of Flagstaff IT department. These proposed connections will give the speed, resiliency, and functionality for this transition project to happen, as well as provide better internet performance and reliability to staff at Flagstaff Police Department, especially those of police officers and 911 dispatch.

Key Considerations:

A single internet connection services the LEAF building for both Coconino County Sheriff Office and Flagstaff Police Department. There are several reasons for not sharing an internet connection once IT support services has transition to City of Flagstaff IT. The first of those reasons is security, as sharing network and internet traffic is a CJIS data security violation. Secondly, it removes the need to share management of the internet connection, which is confusing and prone to configuration issues between organizations. Lastly, it prevents contention over available bandwidth, as it becomes dedicated.

The point to point connection is required to provide a positive experience for the users at Flagstaff Police Department to access City resources, such as the S Drive, Innoprise, AS400, etc. The current microwave system is functional, but just barely. The new point to point will also allow City of Flagstaff to use LEAF as a Disaster Recovery site, as well as Flagstaff Police Department to use City Hall as a Disaster Recovery site, which will be a future project and provide additional resiliency to our infrastructure.

Expanded Financial Considerations:

The City was planning on purchasing a redundant internet connection through SuddenLink/Altice in the near future for resiliency. However, this Internet connection for Flagstaff Police Department will serve that purpose with a future project, allowing this service contract to serve both purposes for a single price.

Community Benefits and Considerations:

These two new connections will allow faster access to resources and allow our public servants to provide faster, more consistent service to our community. This will also provide our employees with faster, more reliable access to the resources they need to perform their job duties.

Community Involvement:
None

Attachments: Altice City of Flagstaff agreement
Procurement Proprietary Form - Approved

Service Agreement/ Order Form

Date: 11/17/2021

Customer Information

Customer Status: Existing Customer

Customer Name: City of Flagstaff - P2P to NAU I

Billing Address:	211 W Aspen Ave		FLAGSTAFF	AZ	86001
	Street Address	*Suite*	*City*	*State*	*Zip Code*

Billing Contact:	Bill Ragan	*Phone*	928-213-2811	*Email*	billragan@flagstaffaz.gov
Order Contact:	Bill Ragan	*Phone*	928-213-2811	*Email*	billragan@flagstaffaz.gov
Suddenlink Contact:	Robert Hornbeck	*Phone*		*Email*	robert.hornbeck@alticeusa.com

Suddenlink Services

The above Customer agrees to the ordering of the following Services:

Order Type: ADD Service Location Type: New Build 'A' Location: 911 SAWMILL RD, FLAGSTAFF, AZ 86001 Demarc:	Account #: 7261679011 Service Location Type: 'Z' Location: Demarc: Type II: ☐

		Individual Monthly Recurring Charge	*Quantity*	*Total Monthly Recurring Charge*	*Non Recurring Charge*
1	Optical Internet Access 400Mb 400Mb	$1,750.00	1	$1,750.00	$0.00

Order Type: ADD Service Location Type: LIT 'A' Location: 211 W W ASPEN AVE, FLAGSTAFF, AZ 86001 Demarc:	Account #: 7261679011 Service Location Type: New Build 'Z' Location: 911 SAWMILL RD, FLAGSTAFF, AZ 86001 Demarc: Type II: ☐

		Individual Monthly Recurring Charge	*Quantity*	*Total Monthly Recurring Charge*	*Non Recurring Charge*
2	Optical Ethernet 1G Intra 1Gb	$950.00	1	$950.00	$0.00

Service Term:	3 years
Total Monthly Recurring Charge:	$2,700.00
Total Installation Charge:	$0.00

For Internal Use Only
Sales Promotion: 21Q4C$500-3k

Remarks

Termination for Convenience: Notwithstanding anything to the contrary in the T&C's attached, following the completion of twelve months of this Agreement Customer may terminate Service and shall not be deemed in default of this Agreement for any reason. Customer must provide 30 days advanced written notification to Suddenlink. [11.16.21_ggk]

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Promotion: Customers purchasing NEW eligible fiber-based Service(s) (non coax) in Suddenlink location(s), plus, Existing Customers purchasing upgraded bandwidth for eligible fiber-based Service(s) RENEWAL(s) with increase in Monthly Recurring Charges will receive a one-time credit for the aggregate of new revenue for eligible fiber-based Service(s) purchased under this Agreement as follows: (a) a $500 credit for new revenue between $650 and $999 for a 1 or 2 year term; (b) a $1,000 credit for new revenue between $1,000 and $1,999 for a 3+ year term; (c) a $750 credit for new revenue between $1,000 and $1,999 for a 1 or 2 year term; (d) a $1,500 credit for new revenue between $1,000 and $1,999 for a 3+ year term; (e) a $1,500 credit for new revenue of $2,000 or more for a 1 or 2 year term; or (f) a $3,000 credit for new revenue of $2,000 or more for a 3+ year term. Credit per above will appear on the invoice issued for the second month following the installation of the last Service ordered hereunder, as applicable. Customer will be responsible for any applicable additional usage/overage charges incurred above the Monthly Recurring Charges. Upon early termination or change of Service(s) ordered under this promotion credit will be reversed. Promotional offer, one offer per Customer and may not be combined with other offers. Minimum one (1) year term for LIT Building and three (3) year term for New Build is required. Exclusions (including, but not limited to additional usage/overage charges), and additional restrictions and requirements apply. Offer expires November 30, 2021

Terms and Conditions

Cequel Communications, LLC dba Suddenlink Communications ("Suddenlink" or "Altice Business") and Customer acknowledge and agree to be bound by the Terms and Conditions attached hereto. Customer will be responsible for the rates listed on the Service Agreement form and all applicable local, state and federal taxes, charges and assessments along with any other applicable charges. Customers purchasing Suddenlink Business Hosted Voice Service (on Fiber) are also subject to Business Hosted Additional T&C's for Fiber https://www.suddenlink.com/terms-and-policies and Exhibits attached herebo and made part of this Agreement

Notice Regarding E911 Services. While your Suddenlink Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Suddenlink network failure, 911 services will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.
By signing this Agreement; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and Agreement, (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above;. This Agreement shall not be deemed effective until it has been executed by both parties.

Agreed by:

Customer		Cequel Communications, LLC dba Suddenlink Communications	
Authorized Signature:	_____	Authorized Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
Email:	_____		
Phone:	_____		

Commercial Service Agreement

Customer ("You" or "Customer") agrees to be bound by this Commercial Service Agreement (the "Agreement") with respect to all services ("Service(s)") provided by Suddenlink Communications and its affiliates and subsidiaries authorized to provide the services set forth herein (collectively, "Suddenlink"). The Agreement includes the general terms of service set forth below, as well as the additional commercial terms of service and terms of service applicable to the specific Services and features to which you subscribe or have access, including cable television service ("Video Service"), high speed data service ("High Speed Internet Service"), voice service ("Phone Service" or "Business Hosted Voice Service on FIBER"), support services and mobile apps, as are set forth below or at https://www.suddenlink.com/terms-and-policies and may be updated from time to time (collectively, the "Additional Terms of Service"), which are incorporated in this Agreement by reference. You further understand and agree that the Suddenlink Communications Privacy Policy ("Privacy Policy"), which governs the collection, use and disclosure of Customer personal information, is likewise incorporated herein by reference. THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT THAT AFFECTS CUSTOMER'S RIGHTS, INCLUDING THE WAIVER OF CLASS ACTIONS AND JURY TRIALS. THE AGREEMENT ALSO CONTAINS PROVISIONS FOR OPTING OUT OF ARBITRATION. PLEASE REVIEW IT CAREFULLY.

GENERAL TERMS OF SERVICE APPLICABLE TO SERVICE(S):

1. **Services.** Suddenlink shall use reasonable efforts to make the Services available by any requested service date. Suddenlink shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. Suddenlink shall provide Customer with the Services and Equipment identified on the commercial service order presented to Customer' at time of installation ("Service Order"); provided, however, if Suddenlink determines that Customer's location is not serviceable under Suddenlink's normal installation guidelines, Suddenlink may terminate this Agreement. Suddenlink shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Suddenlink.

2. **Payment of Charges.** The charges for one month of Services, including any deposits, activation, set-up, installation, construction and/or Equipment charges, are due upon installation of the Services or as otherwise set forth on the Service Order. Thereafter, Customer agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees (such as restoration or experience fees), taxes, regulatory fees, franchise fees, surcharges (including sports and broadcast tv surcharges), or other government assessments no later than the date indicated on Customer's bill. Charges for non-recurring Services or Equipment charges will be reflected on Customer's subsequent bill at the then current applicable rates. All rates for Services, Equipment charges and other fees and surcharges are subject to change in accordance with applicable law. If Customer elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Customer authorizes Suddenlink to charge such accounts. If Customer elects to send a check as payment, Customer authorizes Suddenlink either to use information from Customer's check to make a one-time electronic funds transfer from Customer's bank account or to process the payment as a check transaction. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due (including checks returned for insufficient funds) shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of a late fee ("Late Fee") in accordance with applicable law. You can avoid incurring Late Fees by paying your monthly bill promptly. Any Late Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. The Late Fee is not interest, a credit service charge or a finance charge. If the Customer has more than one account (Business and/or Residential) served by Suddenlink, all Suddenlink-provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.

3. **Additional Fees.** In addition to Customer's monthly recurring charges and any Late Fee, additional fees may be imposed, including fees for returned checks, Payment Assistance Fees for paying by phone, receiving a paper bill, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities are required to recover past due balances, including attorney fees. A list of applicable fees "Schedule of Fees") is available at www.suddenlink.com.pricing-packages. Suddenlink reserves the right to amend or change the Schedule of Fees from time to time.

4. **Third Party Provider Charges.** In connection with Customer's use of the Services and Equipment, Customer may be able to access, subscribe to, use and/or purchase products, services, software or applications that are provided to Customer by third parties ("Third Party Providers"). Customer acknowledges that Customer may incur charges in connection with the subscription to, purchase or use of these Third Party Provider products, services, software or applications. All such charges, including any additional fees and applicable taxes, shall be paid by Customer to the Third Party Provider and are not the responsibility of Suddenlink. Credits or billing adjustments for products, services, software or applications billed by a Third Party Provider shall be subject to the stated billing practices of that Third Party Provider. Termination of a service or subscription offered for a separate charge billed directly by a Third Party Provider shall be effected in accordance with the Terms of Service or similar agreement between the Customer and the Third Party Provider.

5. **Taxes.** Customer agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.

6. **Term; Early Termination.** Your Service Term subscription begins either on or the first day following your installation date and continues for the initial term set forth on your Service Order ("Initial Term"). If a Service Order does not specify an Initial Term, You have an automatically renewing monthly Term ~~subscription~~ ("Monthly Subscription").

   a. Monthly Term .If you have a Monthly Subscription, your subscription begins either on or the first day following your installation date and automatically renews thereafter on a monthly basis beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S). You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in an Suddenlink-served area (subject to any installation charges).

   b. Initial Term Subscription. If You have an Initial Term, your subscription begins either on or the first day following your installation date and continues for the duration of the applicable Initial Term. Upon the expiration of the Initial Term, Your subscription automatically renews thereafter on a monthly basis (each, a "Renewal Month") beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) for each month during the Initial Term and any Renewal Months will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S).

      i. If you cancel, terminate or downgrade the Service(s) before the completion of the Initial Term"), you agree to pay Suddenlink early cancellation fees in an amount that includes: (i) all non-recurring charges reasonably expended by Suddenlink to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Suddenlink to third parties on behalf of Customer, and (iii) all monthly recurring charges for Services and Equipment for the remaining balance of the Initial Term. You agree that early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Suddenlink and you agree to pay such fees.

      ii. Following the Initial Term, You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in a Suddenlink-served area (subject to any installation charges).

7. **Right to Make Credit Inquiries.** Customer acknowledges and agrees that Suddenlink may (a) verify Customer's credit standing, make inquiries and receive information about your credit experiences, including your credit report, from credit reporting agencies; (b) enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes; and (c) furnish information about you, your account(s) and your payment history to those credit reporting agencies.

8. **Security Deposit.** Suddenlink may require a deposit or activation fee based on Customer's credit standing or past payment history with Suddenlink. A deposit or activation fee does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Any security deposit given by Customer for the Equipment or Suddenlink's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Customer within sixty (60) days of termination of Suddenlink's Service so long as payment has been made for all amounts due on Customer's account and Customer has returned the Suddenlink Equipment undamaged. Security deposits paid by Customer for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Customer shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Customer at the time the security deposit is collected.

9. **Disputed Charges.** Customer agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Suddenlink monthly bill and notify Suddenlink in writing of disputed items or requests for credit within thirty (30) days of Customer's receipt of the bill for which correction of an error or credit is sought, or longer as provided by applicable law. The date of the dispute shall be the date Suddenlink receives sufficient documentation to enable Suddenlink to investigate the dispute. The date of the resolution is the date Suddenlink completes its investigation and notifies the Customer of the disposition of the dispute.

10. **Adjustments or Refunds.** Any adjustment or refund, given in each case in Suddenlink's sole discretion, will be accomplished by a credit on a subsequent bill for Service, unless otherwise required by applicable law. No credit allowance will be made for interruptions of Service that are: (a) due to the negligence of or noncompliance with the provisions of the Agreement by Customer or any person authorized by customer to use the Service; (b) due to the negligence of any person other than Suddenlink including, but not limited to, the other common carriers connected to the Suddenlink's facilities; (c) due to the failure or malfunction of Customer owned equipment or third party equipment; (d) during any period in which Suddenlink is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions; (e) during a period in which Customer continues to use the Service on an impaired basis; (f) less than thirty (30) minutes' duration; (g) during any period when the interruption is due to implementation of a Customer order for a change in Service arrangements; or (h) due to circumstances or causes beyond the control of Suddenlink. Unless otherwise provided by applicable law, in the event any amounts owed by Suddenlink to Customer are not claimed by Customer within one year of the date on which the amount became payable to Customer, Customer shall forfeit all rights to the refund and all such amounts shall become the property of Suddenlink.

11. **Equipment and Software.** "Distribution System" shall mean (1) all distribution plant, network facilities and associated electronics and all Equipment installed or provided by Suddenlink or its predecessors which is necessary to distribute Services throughout the premises, but specifically excluding Inside Wiring, and (2) all Equipment furnished by Suddenlink at the premises. Ownership of the Distribution System shall at all times be and remain in Suddenlink and shall be used exclusively by and in connection with Suddenlink operations. Upon termination of this Agreement and if Suddenlink is no longer providing Services to the premises, Suddenlink has the option to remove all or any portion of the Distribution System, provided that any damage to the premises caused by removal of the Distribution System will be repaired by Suddenlink to Customer's reasonable satisfaction. "Equipment" means all equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, routers, gateways, Altice One and Altice One Mini units distributed to and/or installed for use in the Customer's service location but does not include Inside Wiring. "Inside Wiring" shall mean all wiring on the Customer's side of the demarcation point at Customer's service location, whether installed by Suddenlink or by Customer. The demarcation point shall mean a point at (or about) twelve (12) inches outside of where the cable wire enters the Customer's service location. Inside Wiring shall be Customer property and not Suddenlink Equipment, and repair and maintenance for such Inside Wiring is the responsibility of Customer unless otherwise agreed by Customer and Suddenlink. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Unless otherwise stated in the Service Order, Customer will acquire no ownership or other interest in the Distribution System, Equipment, network facilities, and software by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the Distribution System, Equipment or network facilities to Customer's premises.

    a. Misuse of Equipment. Suddenlink Equipment is intended to service and reside at the specific service location and is not to be removed from the service location where it was installed or used off premises without Suddenlink authorization. Customer agrees that neither Customer nor any other person (except Suddenlink's authorized personnel) will open, alter, misuse, tamper with, service, or make any alterations to any Equipment. Customer will not remove any markings or labels from the Equipment. Customer agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self installation procedures approved by Suddenlink) will not permit

anyone other than a Suddenlink authorized representative to perform any work on the Equipment. Any misuse, alteration, tampering, or removal, or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.

b. Return of Equipment. If Customer's Service is terminated or cancelled (for whatever reason), unless Suddenlink expresses otherwise in writing, Customer agrees that Customer no longer has the right to keep or use the Equipment and Customer must promptly return the Equipment. The Equipment must be returned to Suddenlink in the same condition as when received, ordinary wear and tear excepted. Absent other instructions, if Customer fails to return the Equipment, Customer will pay any expenses Suddenlink incurs in retrieving the Equipment. Failure of Suddenlink to remove the Equipment does not mean that Suddenlink has abandoned the Equipment. Suddenlink may impose a charge for unreturned Equipment to be determined in accordance with Suddenlink's then current schedule of charges for non-returned Equipment and/or continue to charge Customer a monthly Service fee every month until any remaining Equipment is returned, collected by Suddenlink or fully paid for by Customer. Any charge for unreturned Equipment shall be due immediately. Suddenlink retains ownership of all Equipment.

c. Damaged or Lost Equipment. If the Equipment is damaged by Customer, destroyed, lost or stolen while in Customer's possession, Customer is responsible for the cost of repair or replacement of the Equipment.

d. Operation of Equipment. Customer agrees to operate any Equipment in accordance with instructions of Suddenlink or Suddenlink's agent. Failure to do so will relieve the Suddenlink Parties of liability for interruption of Service and may make the Customer responsible for damage to Equipment.

e. Tests and Inspections. Upon reasonable notification to the Customer, and at a reasonable time, Suddenlink may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein.

f. Software. Customer agrees to comply with the terms and conditions of any software license agreement applicable to the software provided or installed by Suddenlink ("Software"). The Software shall be used solely in connection with the Services and Customer will not modify, disassemble, translate or reverse engineer, the Software. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Suddenlink and Suddenlink's licensors. If Customer's Service is terminated, Customer will promptly return or destroy all Software provided by Suddenlink and any related written materials. Suddenlink will have the right to upgrade, modify and enhance the Equipment and Software from time to time. Customer acknowledges that the Software, and any related written materials, may be subject to applicable export control laws and regulations of the USA. Customer agrees not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

g. Repair. Suddenlink will repair and/or replace defective Software or Equipment provided such damage was not caused by misuse, neglect or other fault of Customer. Suddenlink assumes no responsibility and shall have no responsibility for the operation, maintenance, condition or repair of any Customer-provided equipment and/or software, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, which may be connected to the Services ("Customer Equipment"), except that Suddenlink may automatically push required software or firmware updates directly to Customer Equipment when necessary for the provision of Suddenlink Service(s). Customer is responsible for the repair and maintenance of Customer Equipment. Suddenlink is not responsible or liable for any loss or impairment of Suddenlink's Service due in whole or in part to a malfunction, defect or otherwise caused by Customer Equipment. Suddenlink makes no warranties, with respect to Equipment or Service provided by Suddenlink or with respect to the Equipment's compatibility with any Customer Equipment.

12. Prohibitions/Theft of Service. Customer shall not intercept, receive or assist in the interception or receipt of, resell, distribute or duplicate any Services. In no event shall Customer use the Services and/or Equipment to engage in any illegal or prohibited activity.

13. Customer Liability for Users. Customer is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Customer's premises, equipment or account. Customer is responsible for ensuring that all persons who use Customer's subscribed to Services ("Users") understand and comply with all terms and conditions applicable to the Services.

14. Business Hosted Voice on Fiber: Customers purchasing Business Hosted Voice on Fiber are also bound by the Additional Terms for Business Hosted Voice Service on Fiber found at www.suddenlink.com/terms-and-policies ("Terms of Service") and Exhibits A1 and A2 as set forth below.

a. SOFTPHONES, OFF-SITE PHONES & WIFI CONNECTIVITY: SUDDENLINK ALLOWS THE ABILITY TO ACCESS THE HOSTED VOICE SERVICE THROUGH SOFTPHONES, OFF-SITE PHONES AND WIFI CONNECTIVITY. IN NO EVENT SHALL SUDDENLINK BE RESPONSIBLE FOR, NOR DOES IT WARRANT THE PERFORMANCE OR INTEROPERABILITY OF THE SERVICE IN CONNECTION WITH ANY SOFTPHONES, OFF-SITE PHONES OR WIRELESS CONNECTIVITY. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO SUPPORT AND TROUBLESHOOT ANY RELATED CONNECTIVITY ISSUES UNDER THIS SECTION. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THE HOSTED VOICE PRODUCT CHARACTERISTICS AS SET FORTH IN THE OFF-SITE REMOTE PHONE AND SOFTPHONE ACKNOWLEDGEMENT ATTACHED HERETO AS EXHIBIT A2. PHONES NOT PROVIDED BY SUDDENLINK UNDER THIS AGREEMENT ARE NOT PERMITTED NOR SUPPORTED AND USE OF SUCH PHONES WILL RESULT IN TERMINATION OF THIS AGREEMENT.

b. Emergency Calling Services (E911) for Hosted Voice Service: Customer is responsible for complying with all applicable emergency calling service laws. E911 procedures and restrictions are set forth in Emergency Calling Services Terms and Conditions attached hereto as Exhibit A1.

15. SecureNet and SecureNet Services: Altice Business SecureNet Service / Altice Business SecureNet Plus Service: Altice Business SecureNet Service/AlticeBusiness SecureNet Plus Service purchased pursuant to this Agreement is a turnkey managed Service solution that bundles Altice Business Internet Service (over fiber), Managed DDoS Protection Service, Managed Security Gateway Service, and for Altice Business SecureNet Plus Service, also includes Managed Security Gateway Service with Unified Thread Management, and is subject to the terms and conditions of this Agreement, including those for Managed DDoS Protection Service and Managed Security Gateway Service as set forth below.

16. Managed DDoS Protection Service: Managed DDoS (Distributed Denial of Service) Protection Service purchased pursuant to this Agreement and offered in conjunction with Altice Business Internet Service (over fiber) only, will monitor, detect and mitigate Altice Business Internet Service inbound traffic against DDoS attacks and provide cleansing up to thirty (30) times the contracted bandwidth. Managed DDoS Protection Service is provisioned over Altice Business Internet Service/traffic only.

17. Service Level Agreement: The Service Level Agreement ("SLA") attached hereto as Exhibit A sets forth Customer's sole remedy for any claim relating to the Service including any failure to meet any guarantee as set forth in the SLA.

18. Access to Customer Premises. Customer grants Suddenlink and its employees, agents, contractors, and representatives all necessary rights of access to enter and within Customer's premises, including access to space for cables, conduits and equipment, the wiring within Customer's premises and Customer's computer(s) and other devices, to install, deliver, connect, inspect, maintain, repair, replace, disconnect, remove or alter any and all facilities, check for signal leakage or install or deliver Equipment and Software provided by Suddenlink. Customer shall cooperate in providing such access upon request of Suddenlink. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the legal authority of the owner to authorize Suddenlink personnel and/or its agents to enter the premises for the purposes described herein. Suddenlink's failure to remove its Equipment shall not be deemed an abandonment thereof. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Suddenlink's equipment. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Suddenlink network.

19. Violations of this Agreement. It shall be a violation of this Agreement for Customer or any User (1) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (2) not to engage in conduct required by this Agreement, each case determined in Suddenlink's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if: (a) Customer or any User fails to abide by Suddenlink's rules and regulations or to pay the charges billed; (b) Customer or any User fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete; (c) Customer or any User engages in any illegal or prohibited activity in connection with their use of any Service; (d) Customer or any User harasses, threatens or otherwise abuses any Suddenlink employee or agent; (e) Customer or any User refuses to provide Suddenlink with reasonable access to the service location or refuses to allow Suddenlink to diagnose and/or troubleshoot a service issue when such access or customer interaction is necessary in order to provide the appropriate customer support; or (f) The amount of customer and/or technical support required to be provided to Customer or any User is excessive in the sole good faith discretion of Suddenlink.

20. Termination. Suddenlink may terminate this Agreement, disconnect or suspend any or all Services, and remove Equipment at any time, without prior notice, for any reason whatsoever or for no reason, including but not limited to if Customer or any User fails to fully comply with the terms of this Agreement and/or any Suddenlink or authorized Third Party Provider terms of service, agreements or policies incorporated herein by reference. If Suddenlink terminates Service due to a violation of this Agreement or Suddenlink's policies, Customer may be subject to additional fees and charges, including disconnect and termination fees and Suddenlink may also exercise other rights and remedies available under law or in equity.

21. Effect of Termination by Suddenlink. Customer agrees that in the event of termination by Suddenlink: (i) Suddenlink and any Third Party Providers of co-branded services offered as part of or through the high speed internet service shall have no liability to Customer or any User; and (ii) unless expressly prohibited by law, Suddenlink, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Services by Customer or any former User. Customer further agrees that upon termination of any Service, Customer will immediately cease use of the Equipment and any Software, and; Customer will pay in full the charges for Customer's use of the Service and the Equipment through the later of: (i) Customer's applicable Service month, or (ii) if applicable, the expiration of any promotional term, or, if applicable, (iii) the date when the associated Equipment or Software has been returned to Suddenlink. Failure of Suddenlink to remove Equipment shall not be deemed an abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to Suddenlink in the event that Customer shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.

22. Content and Services. All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.

23. Disclaimer. Suddenlink assumes no liability for any program, services, content or information distributed on or through the Services, Equipment or the cable system, unless locally provided by Suddenlink, and Suddenlink expressly disclaims any responsibility or liability for your use thereof. Further, Suddenlink shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

24. Telephone Communications With You Regarding Your Account or Service. **You** agree that Suddenlink and its agents may call or text you at any phone number (landline or wireless) that you provide to us, using an automated dialing system and/or a prerecorded message, for non-promotional service and/or account-related purposes, such as appointment confirmations, service alerts, billing and collection issues or account recovery concerns. You agree to notify us: (1) if any such phone number changes; (2) is no longer active; or (3) is ported from a landline to a wireless phone number. You can manage your contact preferences by logging into your account at http://www.suddenlink.com.

25. No Waiver. The failure of Suddenlink to enforce this Agreement and any of its **components**, for whatever reason, shall not constitute a waiver of any right of Suddenlink or the ability to assert or enforce such right at any time in the future.

26. No Assignment. This Agreement and the Services and/or Equipment supplied by Suddenlink are not assignable or otherwise transferable by Customer, without specific written authorization from Suddenlink. In Suddenlink's discretion, Suddenlink may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Suddenlink affiliates.

27. No Warranty; Limitation of Liability. Customer expressly agrees that: (a) the Services provided are best efforts services and the Services, Software and Equipment are provided by Suddenlink on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied; (b) Suddenlink, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons or entities involved in providing the Services or Equipment (collectively, the "Suddenlink Parties") are not responsible or liable for any loss or impairment of service due in whole or in part to Customer owned- or provided-Equipment; and (c) all use of the Services, Software and Equipment, including that provided by Third Party Providers, as well as the purchase, download or use of any third party service, product, or application provided by or accessed through the Services or Equipment, are provided at Customer's sole risk and Customer assumes total responsibility for Customer's or any User's use of the Services. Without limiting the generality of the foregoing, the Suddenlink Parties make no warranty: (i) that the Services will be uninterrupted or error free or that the Equipment will work as intended; (ii) as to transmission or upstream or downstream speeds of the network; (iii) that the Services, Equipment or Software are compatible with any Customer owned- or provided-Equipment; or (iv) as to the security of Customer's communications via Suddenlink's facilities or Services, or that third parties will not gain unauthorized access to or monitor Customer's communications. Customer has the sole responsibility to secure Customer's communications and the Suddenlink Parties will not be liable for any loss associated with such unauthorized access. In addition,

neither the Suddenlink Parties nor any Third Party Provider of services or products makes any representations or warranties with respect to any product or services offered through the Services or Equipment, and Suddenlink shall not be party to nor responsible for monitoring any transaction between Customer and any Third Party Provider of products or services.

Except for a refund or credit as expressly provided in this Agreement, in no event (including negligence) will the Suddenlink Parties be held responsible or liable for any loss, damage, cost or expense including direct, indirect, incidental, special, treble, punitive, exemplary or consequential losses or damages including, but not limited to, loss of profits, earnings, business opportunities, loss of data, personal injury (including death), property damage or legal fees and expenses, sought by Customer or anyone else using Customer's Service account: (x) resulting directly or indirectly out of the use or inability to use the Services (including the inability to access emergency 911 or e911 services) and/or use of the Software, Equipment or provided third party services or otherwise arising in connection with the installation, maintenance, failure, removal or use of Services, Software and/or Equipment or Customer's reliance on the Services, Software and/or Equipment, including without limitation any mistakes, omissions, interruptions, failure or malfunction, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in installation, failure to maintain proper standards or operation, failure to exercise reasonable supervision, delays in transmission, breach of warranty or failure of performance of the Services, Software and/or Equipment; or (y) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding relating to Services, Software and/or Equipment, or the infringement of the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party. Suddenlink's Maximum Liability to Customer arising under this Agreement shall be the lesser of $5,000.00 or the amount actually paid by Customer for Services hereunder for the respective regular billing period.

28. Indemnification. Customer agrees to defend, indemnify, and hold harmless Suddenlink Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Service and Equipment by Customer or otherwise arising out of or related in any way to the use of Customer's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Suddenlink to Customer. Customer agrees to indemnify and hold harmless the Suddenlink Parties against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Suddenlink's Equipment, facilities and associated wiring on Customer's premises and further, Customer indemnifies and holds harmless the Suddenlink Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of Suddenlink or the use thereof by Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by Suddenlink, and apparatus, Equipment, and systems provided by Customer; and against all other claims arising out of any act or omission of Customer in connection with the Services or facilities provided by Suddenlink.

29. Regulatory Authority. This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended.

30. BINDING ARBITRATION. Please read this section carefully. It affects your rights. Any and all disputes arising between You and Suddenlink, including its respective parents, subsidiaries, affiliates, officers, directors, employees, agents, predecessors, and successors, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement, claims that may arise after the termination of this Agreement. Notwithstanding the foregoing, either You or Suddenlink may bring claims in small claims court in Your jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed below. You may also bring issues to the attention of federal, state, and local executive or administrative agencies. Resolving Your dispute with Suddenlink through arbitration means You will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND SUDDENLINK EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.

a. Opting Out of Arbitration. IF YOU HAVE BEEN AN EXISTING CUSTOMER FOR AT LEAST 30 DAYS BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT AND HAVE PREVIOUSLY ENTERED INTO AN ARBITRATION AGREEMENT WITH SUDDENLINK OR A PREDECESSOR COMPANY, THIS OPT-OUT PROVISION DOES NOT APPLY TO YOU. IF YOU BECAME A CUSTOMER ON OR WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY SUDDENLINK IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT BY EMAILING US AT NOARBITRATION@ALTICEUSA.COM OR BY MAIL TO ALTICE SHARED SERVICES, 200 JERICHO QUADRANGLE, JERICHO, NY 11753 ATTN. ARBITRATION. YOUR WRITTEN NOTIFICATION TO SUDDENLINK MUST INCLUDE YOUR NAME, ADDRESS, AND SUDDENLINK ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH SUDDENLINK THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH SUDDENLINK OR THE DELIVERY OF SUDDENLINK SERVICES TO YOU. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER OR FUTURE ARBITRATION AGREEMENTS THAT YOU MAY HAVE WITH SUDDENLINK.

b. Pre-Arbitration Process. (i) Notice Of Dispute. Before commencing an action in arbitration, You must first notify us of Your dispute and allow us an opportunity to resolve it without the need for arbitration. You must write us a letter briefly explaining the dispute and stating the relief that You demand. Provide as much information as possible, including where applicable dates and specific amounts of money. Also include the account holder's name, the account number, the service address, and a telephone number at which You may be reached during business hours. For Your convenience, You may download a Notice of Dispute form from our website at https://www.suddenlink.com/sites/default/files/Notice-Of-Dispute.pdf. Once you have written the letter or filled out the Notice, send it to us by certified mail at Altice Shared Services, 200 Jericho Quadrangle, Jericho, NY 11753, Attn: Customer Disputes. (ii) 30 Day Wait Period. If Suddenlink has not been able to resolve your dispute to your satisfaction within 30 days from when we received your Notice of Dispute, you may start arbitration proceedings.

c. Commencing an Arbitration. To commence an arbitration, you must submit a written Demand for Arbitration to the American Arbitration Association ("AAA"), Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to Suddenlink. A Demand for Arbitration form can be found on the AAA website at https://www.adr.org/CommercialForms.

d. Arbitration Process. The arbitration will be administered by the AAA under the AAA's Commercial Arbitration Rules, as modified by this arbitration provision. You may obtain copies of those rules from the AAA at www.adr.org. If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve Your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern. A single arbitrator will resolve the dispute between You and Suddenlink. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including customer personally identifiable information. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this arbitration provision, or the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, the arbitrator shall not be bound by rulings in other arbitrations involving different customers. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement. Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Your service address. If the amount in dispute is less than $50,000, Suddenlink agrees that You may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic hearing, or by an in-person hearing as established by AAA rules. If the amount in dispute exceeds $75,000 or the claim seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. An award of injunctive relief shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

e. Arbitration Fees. Except as otherwise provided in this arbitration provision, Suddenlink will pay all arbitration filing, administrative, and arbitrator fees for any arbitration that Suddenlink commences or that You commence seeking damages of $10,000 or less. If You commence an arbitration seeking greater than $10,000 in damages, arbitration filing, administrative, and arbitrator fees shall be allocated in accordance with the AAA rules. If You cannot pay Your share of these fees, You may request a fee waiver from the AAA. In addition, Suddenlink will consider reimbursing Your share of these fees if You indicate You cannot afford them and, if appropriate, will pay directly all such fees upon Your written request prior to the commencement of the arbitration. You are responsible for all additional costs and expenses that You incur in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Suddenlink to pay those costs and expenses. Notwithstanding the foregoing, if the arbitrator concludes that Your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and You agree to reimburse Suddenlink for any amounts Suddenlink may have paid on Your behalf.

f. Governing Law. Because the Service(s) provided to You involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable.

g. Waiver of Class and Representative Actions. YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL BASIS; CLASS, REPRESENTATIVE, AND PRIVATE ATTORNEY GENERAL ARBITRATIONS AND ACTIONS ARE NOT PERMITTED. You and Suddenlink agree that each party may bring claims against the other only in Your or its individual capacity and may not participate as a class member or serve as a named plaintiff in any purported class, representative, or private attorney general proceeding. This arbitration provision does not permit and explicitly prohibits the arbitration of consolidated, class, or representative disputes of any form. In addition, although the arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other Suddenlink account holders, neither You nor Suddenlink may seek, nor may the arbitrator award, non-individualized relief that would affect other account holders. Further, the arbitrator may not consolidate or join more than one person's claims unless all parties affirmatively agree in writing. If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, then that claim (and only that claim) must be severed from the arbitration and brought in court. In that instance, or any instance when a claim between You and Suddenlink proceeds to court rather than through arbitration, You and Suddenlink each waive the right to any trial by jury through this Agreement.

h. Severability and Survival. If any other portion of this arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

31. Governing Law. Subject to Section 26.f above, this Agreement shall be governed by the laws of the state of New York.

32. Severability. If any term or condition of this Agreement shall be adjudicated or determined as invalid or unenforceable by a court, tribunal or arbitrator with appropriate jurisdiction over the subject matter, the remainder of the Agreement with respect to such claim shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

33. No Relationship. Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Suddenlink and any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the High Speed Internet Service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.

34. **Survival.** All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Suddenlink rights and the rights of others).

35. **Force Majeure.** Suddenlink Parties shall not be liable for any delay or failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over Suddenlink, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages.

36. **Entire Agreement.** This Agreement, including the applicable Additional Terms of Service, Privacy Policy and Acceptable Use Policy ("AUP"), the Service Order and the Schedule of Fees constitute the entire agreement between Suddenlink and Customer with respect to the Services. No undertaking, representation or warranty made by an agent or representative of Suddenlink in connection with the sale, installation, maintenance or removal of Suddenlink's Services or Equipment shall be binding on Suddenlink except as expressly included herein.

37. **Amendment; Notice.** Suddenlink may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Suddenlink may notify Customer of any such changes to this Agreement, or any other required or desired notice hereunder, by posting notice of such changes on Suddenlink's website (www.suddenlink.com), or by sending notice via email or postal mail to Customer's billing address, and/or by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to browser bulletins, walled garden (browser interruption), voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient notice. Because Suddenlink may from time to time notify Customer about important information regarding the Services, the Privacy Policy and this Agreement by such methods, Customer agrees to regularly check postal mail, e-mail and all postings on the Suddenlink web site (www.suddenlink.com) and Customer bears the risk of failing to do so. The Customer's continued use of the applicable Service(s) following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such revision. If Customer does not agree to any revision of this Agreement, Customer must immediately cease use of the all Service(s) and notify Suddenlink that Customer is cancelling this Agreement in accordance with the then-current policy.

Exhibit A
Service Level Agreement (Fiber Services Only) Not applicable to COAX

This Service Level Agreement ("SLA") covers the local transport area to the Suddenlink demarcation point including Suddenlink equipment associated with the endpoints such as POE devices and routers. The provisions described below shall be Customer's sole and exclusive remedy in the event of Interruption.

MEAN TIME TO REPAIR

Suddenlink's objective is a four (4) hour mean-time-to-repair ("MTTR")

SERVICE LEVEL GUARANTEE

Interruption/Outage ("Interruption"): Defined as a total loss of Service.

Service Level Guarantee: If Customer detects an Interruption, Customer shall open a trouble ticket with Suddenlink Network Operation Center by calling 866-232-5455 (option 4) or via the customer portal at Suddenlink.com. An Interruption period begins when Customer reports a circuit/service failure, opens a valid trouble ticket and releases it for testing and repair. The controlling record for the purpose of determining the duration of the Interruption and calculating credits shall be the date/time stamp on the trouble reporting ticket as generated by Suddenlink's trouble reporting system. An Interruption period ends when the circuit/service is operative.

a. If Customer reports a circuit/service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
b. If an Altice/ Suddenlink technician is dispatched for a reported failure and it is determined that such failure is not within Suddenlink's control, Customer will be subject to a truck roll fee for any subsequent dispatch/truck roll(s) requested.
c. Customer may request a credit, in writing, and reference the date of the ticket. Requests for credit must be submitted to customercare@suddenlink.com within thirty (30) calendar days of the Interruption.
d. For calculating credit allowances, every month is considered to have thirty (30) days.
e. A credit allowance is applied on a pro rata basis against the monthly recurring charge for the affected circuit/service and is dependent upon the length of the Interruption.

Suddenlink shall credit Customer's monthly recurring charges for the circuit/service experiencing the Interruption as follows:

Outage Duration	**Credit of Monthly Charges**
Less than 30 minutes	none
30 minutes up to but not including 3 hrs	1/10 of a day
3 hrs up to but not including 6 hrs	1/5 of a day
6 hrs up to but not including 9 hrs	2/5 of a day
9 hrs up to but not including 12 hrs	3/5 of a day
12 hrs up to but not including 15 hrs	4/5 of a day
15 hrs up to and including 24 hrs	1 day
Over 24 hours	2 days for each full 24-hour period

Limitations: Total credits in a given month shall not exceed one hundred percent (100%) of the monthly recurring charge for the affected circuit/service in that month.

No credit allowance will be made for:

a. Interruptions caused by the negligence of Customer or third parties outside of Suddenlink's control.
b. Interruptions due to the failure of power, equipment, systems or connections not provided by Suddenlink under this Agreement.
c. Interruptions during any period when Customer has released the circuit for maintenance or rearrangement purposes or for the implementation of a Customer order.
d. Interruptions which continue because of Customer's failure to authorize replacement of any element of the Service.
e. Interruptions due to force majeure events.
f. No trouble found or where the fault of the trouble is undetermined.

CITY OF FLAGSTAFF

Purchasing Section

Special Procurement Justification (check applicable box below)

Divisions/Sections Requesting Sole Source, Proprietary or Emergency Procurement Must Complete This Form

____Sole Source Procurement Justification
__X_Proprietary Procurement Justification
_____Emergency Procurement Justification

TO: Purchasing Section Buyer

PREPARER: Matt Kakert **DIVISION/SECTION**: Information Technology Div.

DATE SUBMITTED: 11/19/21

Is this a sole source procurement? "Sole Source" is defined as a product or service available from only one known source. *Please answer the 4 questions below and attach all documentation and sign.*

Sole Source/Proprietary Justification

1. Briefly, what is the scope of the project in which this product or service will be used.

Altice will provide a leased direct network connection (fiber optic) between two facilities, City Hall (211 W. Aspen Ave) and Flagstaff Police Department (FPD) LEAF facility (911 Sawmill), enabling City Hall (and the rest of the city network) to have a direct connection to Flagstaff Police Department. This connection will give the ability to have the City network connected directly to the FPD network, and their new internet connection, as stated below. This will allow for faster, more reliable sharing of network resources, including things like the S Drive, Central Square, internet, GIS data, etc.

In addition, a new internet connection will be provided to FPD at LEAF, rated at 400 Megabit upload and download. This connection will provide FPD with a new internet connection, through Altice. Combining the new connection through Altice, with our current through Lumen/NAU, will give us redundancy in our internet connection, preventing a single point of failure with either provider, for both FPD and City networks.

2. Who is the identified vendor and why is this the only product or service that can meet the City's requirements? Uniqueness? Compatibility? Integral component? Availability? Delivery Date? If purchase qualifies as proprietary and there are multiple Distributors, why is this the only Distributor who can satisfy the City's purchasing request?

Altice (formerly SuddenLink) is the vendor to purchase the service from. There is only two providers (Altice and Lumen) in Flagstaff that are able to provide the infrastructure needed to connect our facilities, and also provide a high speed internet connection. Both companies use different routes to connect Flagstaff with the internet backbone (the rest of the world). This will prevent instances that if one provider is experiencing issues, that these issues then impact the City's and FPD's internet connection: due to now having two internet connections (Altice AND Lumen).

3. Why is this vendor the only available source from which to obtain this product or service? You must provide clear and convincing evidence.

Altice and Lumen have two geographically disperse fiber optic paths out of and into Flagstaff. These two paths & providers are the ONLY ones available to us. By adding Altice to our list of ISP provider connections, we will go from one path outside Flagstaff to the internet, to an increase of two paths. This will prevent issues of one path being broken to cause a loss of internet connectivity for the City/FPD networks and facilities.

4. What efforts have been made to obtain the best price possible? Why do you feel this price is fair and reasonable?

The price presented to us is fair and competitive with other IPS providers. The prices provided are comparable to that of their competitors (Lumen vs Altice). This pricing is also in line with other services we have purchased in the past for other locations.

Emergency Justification

1. Briefly, what is the scope of the project or emergency related issue in which this product or service will be used.

2. What is the threat to the health, safety or welfare of the public and/or staff? Clearly describe the potential danger from a health, safety or welfare perspective if not corrected.

3. Who is the identified vendor and why were they chosen? Example: Only vendor available or most available? Already onsite and mobilized? Have provided same work on this site in past?

This justification is valid through 11/23/2024 **(TO BE DETERMINED BY BUYER).**
(Maximum 3 years)

Matthew Kakert 11/22/21
Authorized Signature Date
Date

Matthew Kakert IT Manager - Operations
Printed Name Title
Title

11/23/2021
Purchasing Section Buyer's Signature

TBLAIR GILBERTS
Printed Name

Purchasing Director Signature Date

10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sarah Langley, Management Analyst
Date:	12/27/2021
Meeting Date:	01/04/2022

TITLE:

Consideration and Approval: 2022 Legislative Priorities

STAFF RECOMMENDED ACTION:

Staff is requesting that the City Council review and approve the 2022 State and Federal Legislative Priorities.

Executive Summary:

On December 14, City staff and lobbyists received Council input and direction on the draft state and federal legislative priorities. This input has been incorporated and a final version of both the state and federal legislative priorities is attached for Council's review and approval.

Financial Impact:

None

Policy Impact:

None

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

The state and federal legislative priorities support many of the Key Community Priorities, including;

- Environmental Stewardship
- Livable Community
- Robust Resilient Economy
- Sustainable Innovative Infrastructure
- Inclusive and Engaged Community
- Safe and Health Community

Previous Council Decision on This:

On December 14, the Flagstaff City Council gave staff input on the draft 2022 legislative priorities.

Attachments: Final Federal Legislative Priorities
Final State Legislative Priorities

CITY OF FLAGSTAFF

2022 Federal Legislative Priorities

ECONOMY

Rio de Flag Flood Control Project - Utilizing the $52 million in secured funding, support expedited award and completion of the project while working with the Army Corps, BNSF Railway and the Arizona Dept. of Transportation to ultimately remove more than half of the City's residents, as well as the downtown and NAU areas, from the flood plain and protect more than $1 billion in property assets.

Social Investment: Support legislation and funding to improve childcare and early childhood education, as well as strengthen workforce development initiatives including job training, internships, reskilling and apprenticeship programs.

TRANSPORTATION & INFASTRUCTURE

Infrastructure Investment and Jobs Act (IIJA) - Pursue competitive grants and formula funds from the IIJA to finance high-priority infrastructure projects within the City, including resilient stormwater infrastructure, multi-modal transportation, roads, bridges, highways, and restoration initiatives for the Museum Fire burn scar area. Support the infrastructure, connectivity and community needs of the City's indigenous partners.

Water Infrastructure – Utilize funding dedicated by the IIJA to complement and improve City water infrastructure.

Rural Broadband – Utilize funding dedicated by the IIJA for rural broadband access and capacity to encourage and develop economic activity, including allowing for remote education, business attraction, revenue creation and the attraction of remote workers.

Flagstaff Pulliam Airport – Advocate for funding for projects included in the Flagstaff Pulliam Airport five-year Capital Improvement Program, including a new Snow Removal Equipment (SRE) building.

Amtrak – Utilize funding dedicated by the IIJA to increase reliability and certainty along the Southwest Chief line for long-distance passenger train services as a generator of economic development for municipalities located in the I-40 corridor.

COMMUNITY INFRASTRUCTURE

Affordable Housing – Promote additional funding of Public Housing, the Section 8 Housing Choice Voucher Program and the Community Development Block Grant (CDBG) program.

Immigration Reform – Advocate for Deferred Action for Childhood Arrivals (DACA) and other federal immigration policies that help keep families together while supporting their higher education goals.

Veterans - Support legislation and funding that improves the lives of all veterans and their families while emphasizing the need for additional housing vouchers for veterans.

Gun Violence – Support legislation that ensures the protection of all people from gun violence.

Census – Advocate for funding and assistance in performing special enumerations to address undercounts and deficiencies of the 2020 Census.

ENVIRONMENT

Grand Canyon and Colorado Plateau Protection - Support Chairman Grijalva's legislation preventing uranium mining in areas surrounding Grand Canyon National Park and strengthen the laws, regulations and policies that govern uranium mining to ensure protection for public health and safety; support efforts to instate a permanent ban on uranium mining for the nearly one million acres around the Grand Canyon. Protect the wilderness, wildlife and cultural resources throughout the Southwest region.

Uranium Transport Standards – Urge the Arizona Dept. of Transportation and/or the US Dept. of Transportation to strengthen uranium transport standards to reduce the possibility of contamination.

Forest Health – Utilize funding from the United States Forest Service, the IIJA, and other legislation to support important regional projects such as the Flagstaff Watershed Protection Project (FWPP), the Four Forests Restoration Initiative (4FRI), NAU's Ecological Restoration Institute (ERI) and the Fire Learning Network (FLN) to thin and restore forests. Advocate for collaborative prescribed fire efforts that support the development of a technically skilled workforce.

Climate Action: Support legislation and funding to address the impacts of climate change, increase resiliency, invest in alternative energies and achieve carbon neutrality. Advocate for carbon fee and dividend legislation, among other strategies, to effect lasting and equitable change.

Environmental Funding and Partnership – Support federal funding and partnership opportunities to expand open space, parks, natural areas, trails and "dark skies" initiatives across northern Arizona.

Endangered Species Act – Protect and strengthen the Endangered Species Act and encourage Congress to maintain its funding and enforcement while working to promote the restoration of threatened and endangered species in northern Arizona.

CITY OF FLAGSTAFF 2022 State Legislative Priorities

Preserve Local Control

Support legislation that preserves or enhances the City's ability to govern locally and oppose legislation that reduces or restricts the City's local authority.

State Shared Revenues

Protect (and recover) state shared revenues to municipalities and oppose new legislation seeking to divert shared revenues away from municipalities.

Short-Term Rentals

Work with stakeholders supporting legislation to allow for local regulations over investor-owned residential properties used as short-term rentals and ensure equity in the hotel industry.

Forest Health

Advocate for investments in forest health on state-owned land in northern Arizona, augmenting municipal efforts to protect our region. Support appropriate funding of local responses to flood mitigation efforts from wildfire burn scars.

Transportation

Advocate for additional funding to the Arizona Department of Transportation to plan, build and maintain projects that affect northern Arizona and our tribal partners.

Affordable Housing

Support legislation and seek funding in support of affordable housing. Join cities across the state in opposing preemptions of inclusionary zoning.

Elections

Support efforts to protect voter rights and access, and preserve the integrity of the election process.

Rural Broadband

Support and encourage continuing state efforts to increase rural broadband access and capacity to encourage and develop economic activity, including allowing for remote education, business attraction, revenue creation, and the attraction of remote workers.

Criminal Justice Reform & Diversion Programs

Support legislation that creates and strengthens alternative diversion programs, rehabilitative programming, mental health services and other approaches to reduce reliance on prisons and create more equity in the criminal justice system.

Arizona Corporation Commission

Urge the Arizona Corporation Commission to adopt an aggressive statewide clean energy standard that achieves 100% carbon-free clean energy in our state.

Environmental Funding and Partnership

Support state funding and partnership opportunities to expand open space, parks, natural areas, trails and "dark skies" initiatives across northern Arizona.

Tourism

Preserve state funding for tourism and the Arizona Office of Tourism to support northern Arizona as a four-season destination.

Social Investment

Support legislation and funding to improve childcare and early childhood education, as well as strengthen workforce development initiatives including job training, internships, reskilling and apprenticeship programs.

10. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Rick Tadder, Management Services Director

Co-Submitter: Budget Team

Date: 12/27/2021

Meeting Date: 01/04/2022

TITLE:

Consideration and Approval: Revised Economic Recession Plan

STAFF RECOMMENDED ACTION:

Review and approve the revised Economic Recession Plan.

Executive Summary:

On April 21, 2020, Council approved the City of Flagstaff's first Economic Recession Plan (the Plan). The City utilized the Economic Recession Plan during the 2020 recession and during part of the Covid-19 Pandemic when we were evaluating projected losses in revenues due to the events. The City moved into the Significant Stage of the Plan in May 2020 and remained in that stage until February 2021. The Budget Team utilized the plan to make financial decisions during these events.

In October 2021, the Budget Team took the opportunity to review the Plan based on what we learned during the utilization of the plan. The Budget Team is recommending changes to the Plan to address three areas: 1) A higher focus on operating expenses versus capital improvement projects, 2) A higher focus on the General Fund as it has the largest operating budget in the organization, and 3) Invest additional funding strategically to offset impacts of a recession. The revisions to the Plan were presented to the Council on December 9, 2021, at the Council's Budget Retreat and the Budget Team is looking for approval.

Financial Impact:

The Recession Plan is a tool that should enable the City organization to anticipate and adapt to declining economic conditions. As such, its budgetary impact will, by its very nature, be negative. The intent of the Plan is to minimize this impact and better prepare the organization to operate effectively and provide essential services to this community during periods of declining revenues.

Policy Impact:

The Economic Recession Plans serves as a guiding document during economic downturns.

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

While this Recession Plan may have application several Key Community Results, the most notable falls under High Performing Governance: Enhance the organization's fiscal stability and increase efficiency and effectiveness.

Previous Council Decision on This:

April 21, 2020: Council approved the Economic Recession Plan.
December 9, 2021: At the December Budget Retreat, staff presented amendments to the Economic Recession Plan.

Background/History:

The Budget Team began working on an Economic Recession Plan (Plan) since October 2019. The Plan is modeled after a similar tool that has been implemented in another jurisdiction (and applied during the Great Recession). As such, it does have some history of success. It has been tailored specifically to the City of Flagstaff. While much effort and analysis has been placed into the development of the Plan, it is relatively simple in scope.

The Economic Recession Plan was Adopted by Council on April 21, 2020. The Plan is based upon an incremental application of five progressive, remedial action steps (stages). The first stage is relatively minor, while the fifth and final stage presupposes a crisis situation. The intervening stages become progressively more impacting, as declining revenues worsen. The Plan is intended to be proactively applied, utilizing economic forecasts and indicators as enumerated. Notably, formulation of the Plan commenced during healthy economic times, well in advance of the current pandemic and its resulting economic downturn.

Procedurally, the Plan is a tool that can be considered and implemented at the administrative level during the early stages of a recession or economic downturn (first two stages), with Council action being required for more stringent measures (third, fourth, and fifth stages). The Budget Team serves as the working body to evaluate the economic indicators and recommend the correlating remedial measures.

This Plan is formulated to endure the test of time, utilizing a sliding-scale approach to both its implementation and suspension as necessary. This is important to allow for the necessary fluidity to changing economic situations. The current pandemic, with its rapid spread, uncertain severity, and unknown duration, illustrates the need for this adaptiveness.

Community Benefits and Considerations:

The City of Flagstaff community benefits from an Economic Recession Plan as we can take measures to sustain valuable services during economic downturns.

Attachments: Revised Recession Plan
Redline Version of Revised Recession Plan

City of Flagstaff

Economic Recession Plan

Purpose

Economic conditions are cyclical. While one may not be able to predict all changes in our economic cycles, the better the city invests in planning and projections, will create a more stable organization. The Economic Recession Plan (the Plan) is one tool to help during economic downturns. Taking measures to be prepared for economic downturns is critical to how well the City of Flagstaff financially responds to a reduction in resources to provide ongoing services to the community. It is imperative to have these strategic measures in place, proactively, in order to plan and prepare for such downturns well in advance. Toward that objective, the formulation of the Economic Recession Plan commenced in the Fall of 2019 with the intention of adoption prior to the 2020-21 Budget Year. The Economic Recession Plan was completed March 2020 and City Council reviewed and approved the Economic Recession Plan in April 2020.

The City and US saw over ten years of economic growth since the great recession of 2008 through early 2020. This was the longest stretch of economic growth in US history. In March 2020, the economy became heavily impacted by the COVID 19 Pandemic, that later created a recessionary period. This Economic Recession Plan was critical to the success of the entire organization and allowed the City of Flagstaff to come out of the recession very strong. After a year of utilizing the plan, the City of Flagstaff's Budget Team has revised and improved the plan based on our experience during the 2020 recession.

The purpose of this Economic Recession Plan is to provide financial guidance and remedial measures during negative changes in the City's economic status. There are multiple stages of the Economic Recession Plan, that equate to anticipated incremental reduction in available City revenues.

Understanding Indicators and Impacts

Since the City's economy is heavily dependent on discretionary spending of visitors and discretionary purchasing surrounding the tourism, real estate, and construction markets, projecting revenues and expenditures is challenging. Adding to this challenge is our reliance upon many national and regional variables, such as health pandemics. A plan to manage the financial impacts of economic recession and net revenue shortfalls is paramount.

With those challenges in mind, this Economic Recession Plan, in conjunction with the City's policy on maintaining reserves, can be used to address a variety of economic uncertainties and identify potential corrective actions when revenues or reserves are jeopardized.

A. Negative Indicators are warnings that potential budget impacts are an increasing probability based on the monitoring of key revenue sources such as sales taxes, building activity, utility usage, and tourism related indicators. Inflation indicators, interest rates, and state and national trends may also be considered. State, national and global issues and crises should also be considered.

B. Economic downturns can fluctuate in severity and in duration. Implementation of the strategies in this Economic Recession Plan should coincide with the duration of such events and beyond as may be warranted to ensure full recovery economically.

C. Stages represent the degree of the economic downturn and serve to classify and communicate the severity of the situation to the City Council, staff and the public. There are five stages accordingly. As the severity of the economic downturn increases (or are expected to increase in severity) the Economic Recession Plan's tiered approach will guide the City's actions accordingly.

Funds have different Indicators and Impacts

The City has multiple funds which have different revenue streams that have different indicators to be aware of. The largest of the funds is the City's General Fund which is mainly used for general city services and labor. Some of the funds operate as enterprise funds premised upon self-sustaining revenues generated through the operation of an enterprise – essentially treated as government-operated businesses. Special revenue funds have a reliance on a dedicated revenue stream primarily in the form of taxes. The City's funds are summarized in Appendix A.

In addition, the type of expenditures in a fund will reflect differently on the needs to take measures during an economic downturn. Operational costs such as personnel, contractual and equipment tends to be the focus of managing expenditures and cost controls to match declining revenues each year. Capital improvements look at impacts from a longer planning cycle and can adjust future projects through costs and timing.

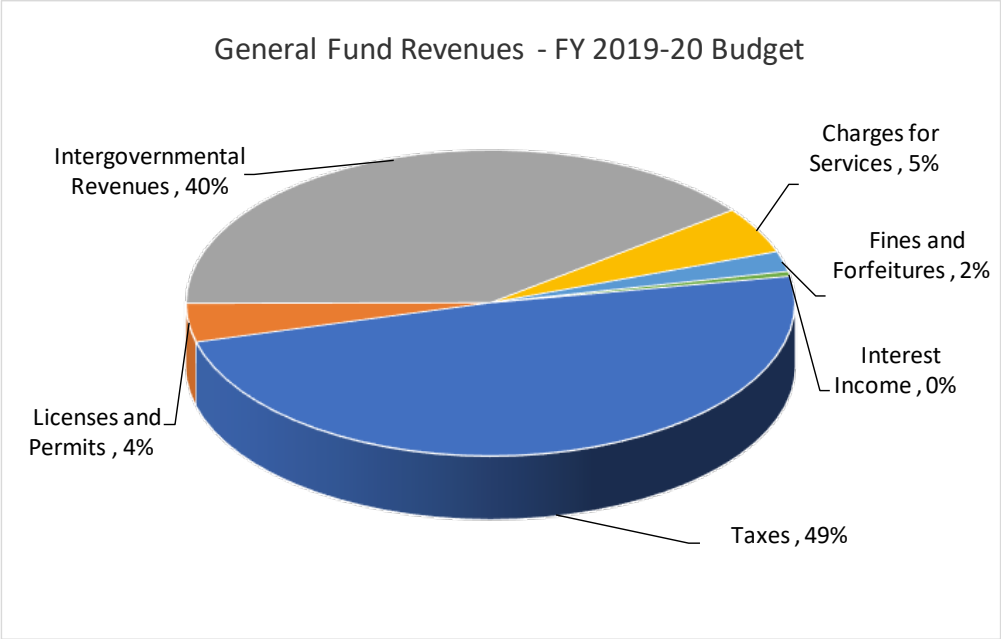
General Fund has primary need for an economic recession plan

While the indicators as noted above will basically apply to all City funds, the General Fund tends to have the greatest vulnerability to economic fluctuations and the ability to maintain services and expenditure during a downturn. The General Fund makes up the largest operating budget and made up 43% of the entire organizations operating budget in fiscal year 2021-2022. Therefore, the Economic Recession Plan places significant focus on the General Fund. In addition, the General fund may need to sustain further cuts to assist other smaller/non-self-sufficient funds.

Below is a sample table of some of the major revenues in the General Fund that would be impacted during an economic downturn along with the impact based on a percentage of change:

		Decline: Up to 2%	Decline: Up to 5%	Decline: Up to 10%	Decline: Up to 20%
001 : General Fund	**Total Budget**				
Taxes	$ 32,274,000	$ 645,000	$ 1,614,000	$ 3,227,000	$ 6,455,000
Licenses and Permits	2,707,000	54,000	135,000	271,000	541,000
Intergovernmental Revenues	26,334,000	527,000	1,317,000	2,633,000	5,267,000
Charges for Services	3,267,000	65,000	163,000	327,000	653,000
Fines and Forfeitures	1,420,000	28,000	71,000	142,000	284,000
Interest Income	350,000	7,000	18,000	35,000	70,000
Total	$ 66,352,000	$ 1,326,000	$ 3,318,000	$ 6,635,000	$ 13,270,000

Excludes: Lease revenues, contributions, miscellaneous, financing resources and transfers.



In the General Fund for FY 2019-20, 81% ($56.2 Million) of the base ongoing budget is personnel, 14% ($9.8 Million) is contractual, 3.4% ($2.4 Million) is commodities and 1.6% ($1.1 Million) is capital. Most capital purchases are funded with one-time resources or funded with resources outside of the General Fund. Of the total General Fund base budget in FY 2019-20, 57% ($39.2 Million) is related to public safety (police, fire and court), of which 31% ($12.3 Million) is public safety pension contributions.

Special revenue and enterprise funds may consider different impacts and approaches to programmatic changes based on funding availability. Exceptions to action items may also be considered.

Unrestricted Fund Balance and Contingencies Play a Role in Economic Financial Planning

A critical part of long-term financial planning is to assure an adequate fund balance is maintained in the General Fund. Outside of economic downturns, the City will strive to have a minimum unreserved fund balance of 20%. During downturns, the City could make strategic reductions in the fund balance. For FY 2019-20, 20% is equal to $12,500,000. Reduction of fund balance will impact the security of the General Fund and could have an adverse impact on debt ratings.

There are proactive administrative tools that will ensure the maintenance of the 20% fund balance. Such tools include the centralization of various administrative services that may bring about economies by minimizing fragmentation. Cross-training and resource sharing between the divisions and sections should likewise be encouraged. Revenue streams to fund programs and services that can be made sustainable through sources outside of the General Fund should be explored.

Minimum fund balance policy for all other City funds is 10%, except the Highway User Revenue Fund (HURF) which has a minimum 20% fund balance policy and the Water Services Funds which has a minimum 25% fund balance policy.

Taking Remedial Action Based upon Revenue

Planning what action steps will be taken positions an organization to proactively and responsibly plan for economic downturns. The City of Flagstaff's Budget Team will utilize our Priority Based Budgeting (PBB) tool to review programs and utilized in decision making. Priority Based Budgeting could determine some programs will be reduced, provide a lower level of service or potentially be stopped until revenues improve.

The City of Flagstaff will look at ways of investing in programs that may improve or level off the impacts of an economic downturn. By utilizing one-time funding to invest in local items such as construction investments and tourism outreach, the City of Flagstaff city could target areas that would help bolster the local economy by adding more projects and maintaining a healthy tourism sector. Previous investments in the tourism sector have proven valuable and is evident as the tourism activity in Flagstaff has outperformed statewide averages.

The City of Flagstaff has designed the following action plan based upon multiple stages of an economic downturn. The five stages set forth below equate to anticipated reductions in available revenues (the higher stages represent more severe reductions) and the resulting measures to be taken in each stage.

Five Stages:

Alert/Minor - An anticipated, unbudgeted, net reduction in available revenues up to 2%, less than $1.4M for the General Fund.

> **Action:** Under this scenario, expenditures will be reduced when reasonably possible. Most services can be maintained without reduction or public impact, but some services may be scaled down. Recruitment for vacant positions may be prolonged for short periods, and unexpended operating appropriations will be diverted back into the General Fund. Efficiencies to reduce expenditures will be pursued with emphasis. Divisions and sections are responsible for monitoring budgets and reducing expenditures.

Moderate - A projected and unbudgeted reduction in revenues in excess of 2% but less than 5%, $1.4M to $3.4M for the General Fund.

> **Action:** The City of Flagstaff will maintain essential services, but non-essential services may be curtailed and the review of expenditures is intensified to include the deferment of large purchases, cancellation of contracts and consulting services, reduction/postponement of capital expenditures that are not mandatory or urgent, postponement of expenditures related to travel, meetings, and discretionary training, and delaying the recruitment for vacant positions when reasonable, including a partial hiring freeze, or relying upon other strategies to fill current or projected vacancies.

Significant - A projected and unbudgeted reduction in revenues in excess of 5% but less than 10%, $3.4M-6.7M for the General Fund.

> **Action:** Requires strong justification for large purchases, elimination of expenditures related to travel, meetings, and discretionary training, deferring a significant number of capital projects, implementation of a hiring freeze on all but essential health, safety, and welfare positions, and the suspension or reduction of services and programs or decrease level of service in programs that are not deemed essential to the community. A possible reduction of workforce with initial emphasis upon temporary, part-time and contract employees. A possible draw down of reserves may be considered. The City of Flagstaff will consider reduction of hours and/or temporary closures of facilities and/or increases in fees to maintain services. Possible deferral or postponement of salary increases (rezones, merits, COLAs and QSIs).

Major - A projected and unbudgeted reduction in revenues in excess of 10% but less than 20%, $6.7M-$13.3M for the General Fund.

> **Action**: This phase requires actions aimed at major service cuts, continuation of a total hiring freeze, a reduction of workforce with emphasis upon temporary, part-time, and contract employees, suspend all types of salary increases, and may consider additional employee cost reduction policies, further reductions in capital expenditures, and development of a further reduction in workforce strategy. A draw down of reserves would be required to maintain essential or mandatory services. Longer term closures of non-essential city facilities will occur.

Crisis - This phase assumes that revenues have been almost entirely depleted, with reductions in excess of 20%, greater than $13.3M for the General Fund. The potential for an overall budget deficit is present.

> **Action:** At this point, the City of Flagstaff implements its reduction in workforce and employee cost reduction policies, eliminates programs and services and stops all capital improvement projects and purchasing. Further reductions in reserves will be required.

Implementing Stages of the Economic Recession Plan

The initiation of any of these strategies and actions originate with the City of Flagstaff's Budget Team. Implementation of the First and Second Stages (Minor/Moderate) can be performed administratively. Implementation of additional Stages (Significant through Crisis) will require the consent and resolution of the City Council. The subsequent termination or reduction of these actions will be subject to the same approval requirements.

If the conditions leading to implementation of the Economic Recession Plan are likely to continue for multiple years, the cumulative effect of the reduction in revenues or reserves should be considered in determining the appropriate phased response.

Appendix A: Example of Impact, by Funds

	Revenues	Decline: Up to 2%	Decline: Up to 5%	Decline: Up to 10%	Decline: Up to 20%
General Fund	$ 66,352,000	$ 1,326,000	$ 3,318,000	$ 6,635,000	$ 13,270,000
Special Revenue Funds					
Library	3,982,000	80,000	199,000	398,000	796,000
HURF	8,635,000	173,000	432,000	863,000	1,727,000
Transportation Tax	27,108,000	543,000	1,355,000	2,710,000	5,422,000
BBB Funds	9,798,000	196,000	490,000	981,000	1,960,000
Parking District	1,480,000	30,000	74,000	148,000	296,000
Total Special Revenue	51,003,000	1,022,000	2,550,000	5,100,000	10,201,000
Debt Service Funds	7,302,000	146,000	365,000	730,000	1,460,000
Enterprise Funds					
Water	17,815,000	356,000	891,000	1,781,000	3,563,000
Wastewater	10,539,000	211,000	527,000	1,054,000	2,108,000
Reclaim	1,040,000	21,000	52,000	104,000	208,000
Stormwater	4,277,000	86,000	214,000	428,000	855,000
Solid Waste	12,236,000	245,000	612,000	1,224,000	2,447,000
SEMS	1,064,000	21,000	53,000	106,000	213,000
Airport	2,219,000	44,000	111,000	222,000	444,000
FHA	1,803,000	37,000	90,000	181,000	361,000
Total Enterprise	50,993,000	1,021,000	2,550,000	5,100,000	10,199,000
All other funds	$ 109,298,000	$ 2,189,000	$ 5,465,000	$ 10,930,000	$ 21,860,000

~~2020~~ City of Flagstaff

Economic Recession Plan

Purpose

Economic conditions are cyclical. While one may not be able to predict all changes in our economic cycles, the better the city invests in planning and projections, will create a more stable organization. The Economic Recession Plan (the Plan) is one tool to help during economic downturns. Taking measures to be prepared for economic downturns is critical to how well the City of Flagstaff financially responds to a reduction in resources to provide ongoing services to the community. It is imperative to have these strategic measures in place, proactively, in order to plan and prepare for such downturns well in advance. Toward that objective, the formulation of the Economic Recession Plan commenced in the Fall of 2019 with the intention of adoption prior to the 2020-21 Budget Year. The Economic Recession Plan was completed March 2020 and City Council reviewed and approved the Economic Recession Plan in April 2020.

The City and US ~~has seen~~ saw over ten years of economic growth since the great recession of 2008 through early 2020. This was ~~We are currently in~~ the longest stretch of economic growth in US history. In March 2020, the economy became heavily impacted by the COVID 19 Pandemic, that later created a recessionary period. This Economic Recession Plan was critical to the success of the entire organization and allowed the City of Flagstaff to come out of the recession very strong. After a year of utilizing the plan, the City of Flagstaff's Budget Team has revised and improved the plan based on our experience during the 2020 recession.

The purpose of this Economic Recession Plan is to provide financial guidance and remedial measures during negative changes in the City's economic status. There are multiple stages of the Economic Recession Plan, that equate to anticipated incremental reduction in available City revenues.

Understanding Indicators and Impacts

Since the City's economy is heavily dependent on discretionary spending of visitors and discretionary purchasing surrounding the tourism, real estate, and construction markets, projecting revenues and expenditures is challenging. Adding to this challenge is our reliance upon many national and regional variables, such as health pandemics. A plan to manage the financial impacts of economic recession and net revenue shortfalls is paramount.

With those challenges in mind, this Economic Recession Plan, in conjunction with the City's policy on maintaining reserves, can be used to address a variety of economic uncertainties and identify potential corrective actions when revenues or reserves are jeopardized.

A. Negative Indicators are warnings that potential budget impacts are an increasing probability based on the monitoring of key revenue sources such as sales taxes, building activity, utility usage, and tourism related indicators. Inflation indicators, interest rates, and state and national trends may also be considered. State, national and global issues and crises should also be considered.

B. Economic downturns can fluctuate in severity and in duration. Implementation of the strategies in this Economic Recession Plan should coincide with the duration of such events~~,~~ and beyond as may be warranted to ensure full recovery economically.

C. Stages represent the degree of the economic downturn and serve to classify and communicate the severity of the situation to the City Council, staff~~,~~ and the public. There are five stages accordingly. As the severity of the economic downturn increases (or are expected to increase in severity) the Economic Recession Plan's tiered approach will guide the City's actions accordingly.

Funds have different Indicators and Impacts

The City has multiple funds which have different revenue streams that have different indicators to be aware of. The largest of the funds is the City's General Fund which is ~~largely~~ mainly used for general city services and labor. Some of the funds operate as enterprise funds premised upon self-sustaining revenues generated through the operation of an enterprise – essentially treated as government-operated businesses. Special revenue funds have a reliance on a dedicated revenue stream primarily in the form of taxes. ~~All of the~~The City's funds are summarized in Appendix A.

In addition, the type of expenditures in a fund will reflect differently on the needs to take measures during an economic downturn. Operational costs such as personnel, contractual and equipment tends to be the focus of managing expenditures and cost controls to match declining revenues each year. Capital improvements look at impacts from a longer planning cycle and can adjust future projects through costs and timing.

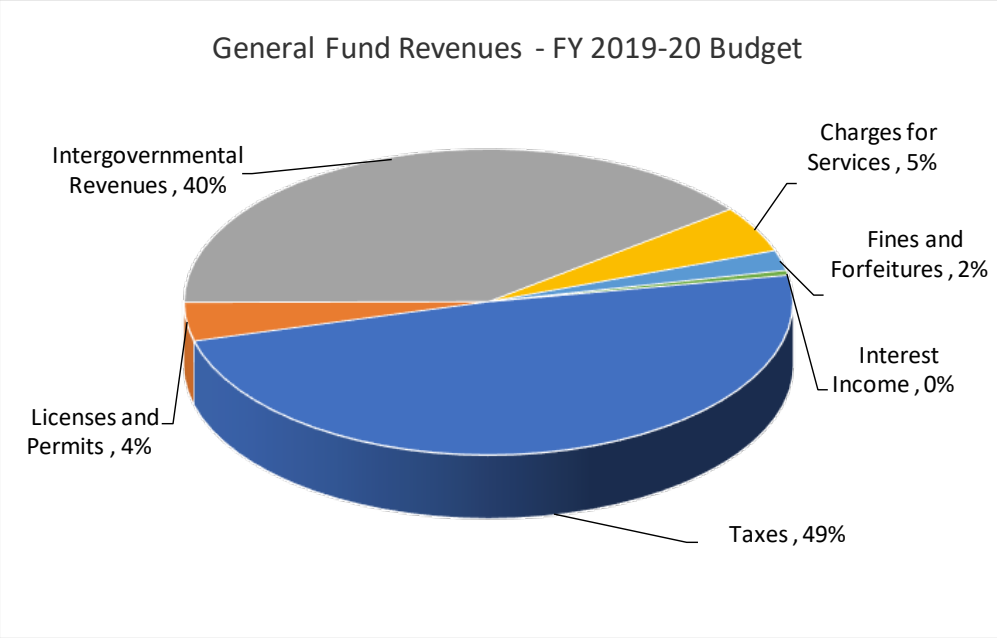
General Fund has primary need for an economic recession plan

While ~~T~~the indicators as noted above will basically apply to all City funds, ~~noting that some funds, such as the General Fund, may be more vulnerable~~the General Fund tends to have the greatest vulnerability to ~~than other funds to~~ economic fluctuations and the ability to maintain services and expenditure during a downturn. The General Fund makes up the largest operating budget and made up 43% of the entire organizations operating budget in fiscal year 2021-2022. Therefore, the Economic Recession Plan places significant focus on the General Fund. ~~All the funds are summarized in Appendix A.~~ In addition, the General fund may need to sustain further cuts to assist other smaller/non-self-sufficient funds ~~(such as the Airport and Library Funds)~~.

Below is a sample table of some of the major revenues in the General Fund that would be impacted during an economic downturn along with the impact based on a percentage of change:

001 : General Fund	Total Budget	Decline: Up to 2%	Decline: Up to 5%	Decline: Up to 10%	Decline: Up to 20%
Taxes	$ 32,274,000	$ 645,000	$ 1,614,000	$ 3,227,000	$ 6,455,000
Licenses and Permits	2,707,000	54,000	135,000	271,000	541,000
Intergovernmental Revenues	26,334,000	527,000	1,317,000	2,633,000	5,267,000
Charges for Services	3,267,000	65,000	163,000	327,000	653,000
Fines and Forfeitures	1,420,000	28,000	71,000	142,000	284,000
Interest Income	350,000	7,000	18,000	35,000	70,000
Total	$ 66,352,000	$ 1,326,000	$ 3,318,000	$ 6,635,000	$ 13,270,000

Excludes: Lease revenues, contributions, miscellaneous, financing resources and transfers.



In the General Fund for FY 2019-20, 81% ($56.2 Million) of the base ongoing budget is personnel, 14% ($9.8 Million) is contractual, 3.4% ($2.4 Million) is commodities and 1.6% ($1.1 Million) is capital. Most capital purchases are funded with one-time resources or funded with resources outside of the General Fund. Of the total General Fund base budget in FY 2019-20, 57% ($39.2 Million) is related to public safety (police, fire and court), of which 31% ($12.3 Million) is public safety pension contributions.

Special revenue and enterprise funds may consider different impacts and approaches to programmatic changes based on funding availability. Exceptions to action items may also be considered.

~~General Fund~~ Unrestricted Fund Balance and Contingencies Play a Role in Economic Financial Planning

A critical part of long-term financial planning is to assure an adequate fund balance is maintained in the General Fund. Outside of economic downturns, the City will strive to have a minimum unreserved fund balance of 20%. During downturns, the City could make strategic reductions in the

fund balance. For FY 2019-20, 20% is equal to $12,500,000. Reduction of fund balance will impact the security of the General Fund and could have an adverse impact on debt ratings.

There are proactive administrative tools that will ensure the maintenance of the 20% fund balance. Such tools include the centralization of various administrative services that may bring about economies by minimizing fragmentation. Cross-training and resource sharing between the divisions and sections should likewise be encouraged.

Revenue streams to fund programs and services that can be made sustainable through sources outside of the General Fund should be explored. ~~Similarly, the General Fund is greatly encumbered by a public safety pension liability and efforts should be explored to see an independent funding stream lessen this burden, thereby making the fund less vulnerable to economic downswings.~~

Minimum fund balance policy for all other City funds is 10%, except the Highway User Revenue Fund (HURF) which has a minimum 20% fund balance policy and the Water Services Funds which has a minimum 25% fund balance policy.

Taking Remedial Action Based upon Revenue ~~and Fund Balance Reductions~~

Planning what action steps will be taken positions an organization to proactively and responsibly plan for economic downturns. The City of Flagstaff's Budget Team will utilize our Priority Based Budgeting (PBB) tool to review programs and utilized in decision making. Priority Based Budgeting could determine some programs will be reduced, provide a lower level of service or potentially be stopped until revenues improve.

The City of Flagstaff will look at ways of investing in programs that may improve or level off the impacts of an economic downturn. By utilizing one-time funding to invest in local items such as construction investments and tourism outreach, the City of Flagstaff city could target areas that would help bolster the local economy by adding more projects and maintaining a healthy tourism sector. Previous investments in the tourism sector have proven valuable and is evident as the tourism activity in Flagstaff has out-performed statewide averages.

The City of Flagstaff has designed the following action plan based upon multiple stages of an economic downturn. The five stages set forth below equate to anticipated reductions in available revenues (the higher stages represent~~ing~~ more severe reductions) and the resulting measures to be taken in each stage.

Five Stages:

Alert/Minor - An anticipated, unbudgeted, net reduction in available revenues up to 2%, less than $1.4M for the General Fund.

> **Action:** Under this scenario, expenditures will be reduced ~~where~~ when reasonably possible. Most services can be maintained without reduction or public impact, but some services may be scaled down. Recruitment for vacant positions may be prolonged for short periods, and unexpended operating appropriations will be diverted back into the General Fund. Efficiencies to reduce expenditures will be pursued with emphasis. Divisions and s~~S~~ections are responsible for monitoring budgets and reducing expenditures.

Moderate - A projected and unbudgeted reduction in revenues in excess of 2% but less than 5%, $1.4M to $3.4M for the General Fund.

> **Action:** The City of Flagstaff will maintain essential services, but non-essential services may be curtailed and the review of expenditures is intensified to include the deferment of large purchases, cancellation of contracts and consulting services, reduction/postponement of capital expenditures that are not mandatory or urgent, postponement of expenditures related to travel, meetings, and discretionary training, and delaying the recruitment for vacant positions when reasonable, including a partial hiring freeze, or relying upon other strategies to fill current or projected vacancies.

Significant - A projected and unbudgeted reduction in revenues in excess of 5% but less than 10%, $3.4M-6.7M for the General Fund.

> **Action:** Requires strong justification for large purchases, elimination of expenditures related to travel, meetings, and discretionary training, deferring a significant number of capital projects, implementation of a hiring freeze on all but essential health, safety, and welfare positions, and the suspension or reduction of services and programs or decrease level of service in programs that are not deemed essential to the community. A possible reduction of workforce with initial emphasis upon temporary, part-time~~,~~ and contract employees. A possible draw down of reserves may be considered. The City of Flagstaff will consider reduction of hours and/or temporary closures of facilities and/or increases in fees to maintain services. Possible deferral or postponement of salary increases (rezones, merits, COLAs and QSIs).

Major - A projected and unbudgeted reduction in revenues in excess of 10% but less than 20%, $6.7M-$13.3M for the General Fund.

> **Action**: This phase requires actions aimed at major service cuts, continuation of a total hiring freeze, a reduction of workforce with emphasis upon temporary, part-time, and contract employees, suspend all types of salary increases, and may consider additional employee cost reduction policies, further reductions in capital expenditures, and development of a further reduction in workforce strategy. A draw down of reserves would be required to maintain essential or mandatory services. Longer term closures of non-essential city facilities will occur.

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10. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Date:	12/27/2021
Meeting Date:	01/04/2022

TITLE:

Consideration and Approval of BNSF Railway Preliminary Engineering Agreement: Lone Tree Overpass Project Construction Document Review.

STAFF RECOMMENDED ACTION:

1. Approve the Lone Tree Overpass Project (Project) Preliminary Engineering Agreement (Agreement) with BNSF Railway (BNSF) in the amount of $78,601; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

- The Project will require vertical and horizontal realignment of the rail corridor in order to construct the proposed bridge structure with adequate clearance over the rail.
- The recommended approval of the Agreement with BNSF will authorize reimbursement for BNSF's contracted engineering services to review the project construction documents.

Financial Impact:

The Agreement will be funded by the Lone Tree Overpass Project Capital Improvements FY22 budget of $8,686,681 (Account No. 047-10-112-3054-6-4421).

Policy Impact:

No Impact.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Safe and Healthy Community -

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

Inclusive and Engaged Community -

- Advance social equity and social justice in Flagstaff.

Sustainable, Innovative Infrastructure -

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

Environmental Stewardship -

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

Regional Plan – Goal T.2. -

- Improve transportation safety and efficiency for all modes**.**

Has There Been Previous Council Decision on This:

A previous City Council reviewed options for the Lone Tree Overpass bond proposition and directed staff to prepare ballot language for a bond to be funded through secondary property tax in the 2018 election, which was passed by the Flagstaff voters.

On February 2, 2021, the City Council awarded the first design phase agreement to Ames Construction.

On September 7, 2021, the City Council awarded Amendment 1 to the original design phase agreement.

Options and Alternatives:

1. Approve the Agreement as recommended. Approval will allow project coordination with BNSF to proceed; or
2. Reject the approval and provide additional direction to staff. This option would delay project design completion.

Background/History:

The Lone Tree Overpass has been a planned project for over a decade in the Flagstaff community. The Lone Tree Overpass Study, which evaluated conceptual design options for the bridge was completed in 2010. The goal of the Project is to provide congestion relief, connectivity for the City's transportation network, and a grade-separated crossing over the BNSF Railway corridor and the future Rio de Flag channel, which increases safety and convenience for multi-modal commuters.

The overpass also coordinates with the future planned improvements of the Lone Tree Corridor reconstruction which was studied in a report completed in 2006. The Lone Tree Corridor and Overpass serves to connect the southern area of town with the Route 66 corridor and provides an option that reduces congestion on other roadway corridors.

A portion of the Lone Tree Corridor from Sawmill Road to Butler Avenue is included in this Overpass design. This section of the corridor was included at this time to provide a coordinated improvement north and south of the Butler Avenue Intersection.

In November 2018, the voters were asked to approve a ballot measure to fund the overpass (Proposition 420) and a separate ballot measure to fund the corridor improvements (Proposition 419). Both propositions passed.

In the fall of 2020, Ames was selected by a six-member evaluation committee as the most qualified Design-Build service provider for the Project pursuant to the evaluation and ranking process per A.R.S. sec. 34-603.

On February 2, 2021, Council awarded the first design phase services agreement with Ames, and on September 7, 2021, Amendment 1 was approved.

Key Considerations:

A critical item of the design is to include a bridge over the realigned rail corridor, which must be lowered and moved south in order to provide bridge clearance and to match into a new intersection with Route 66. BNSF requires the City to cover their consultant's review fees for our project.

Expanded Financial Considerations:

The Agreement will be funded by the Lone Tree Overpass Project Capital Improvements FY22 budget of $8,686,681 (Account No. 047-10-112-3054-6-4421).

Community Benefits and Considerations:

This project provides many benefits to the community, including:

- The Lone Tree Overpass will provide a new roadway corridor and bridge over the BNSF Railway and the future Rio de Flag Flood Control Project, providing connectivity between Butler Avenue and Route 66 in central Flagstaff.
- Multi-modal transportation and alternative intersection design will be included in this Project to enhance all modes of transportation.
- This Project will be designed with consideration of goals from the City's Carbon Neutrality Plan and the Southside Neighborhood Plan.
- Due to proximity to the Rio de Flag Project area, this project will contribute to the overall BNSF rail mitigation requirements and help expedite our planned local projects, including the Rio de Flag.

Community Involvement:

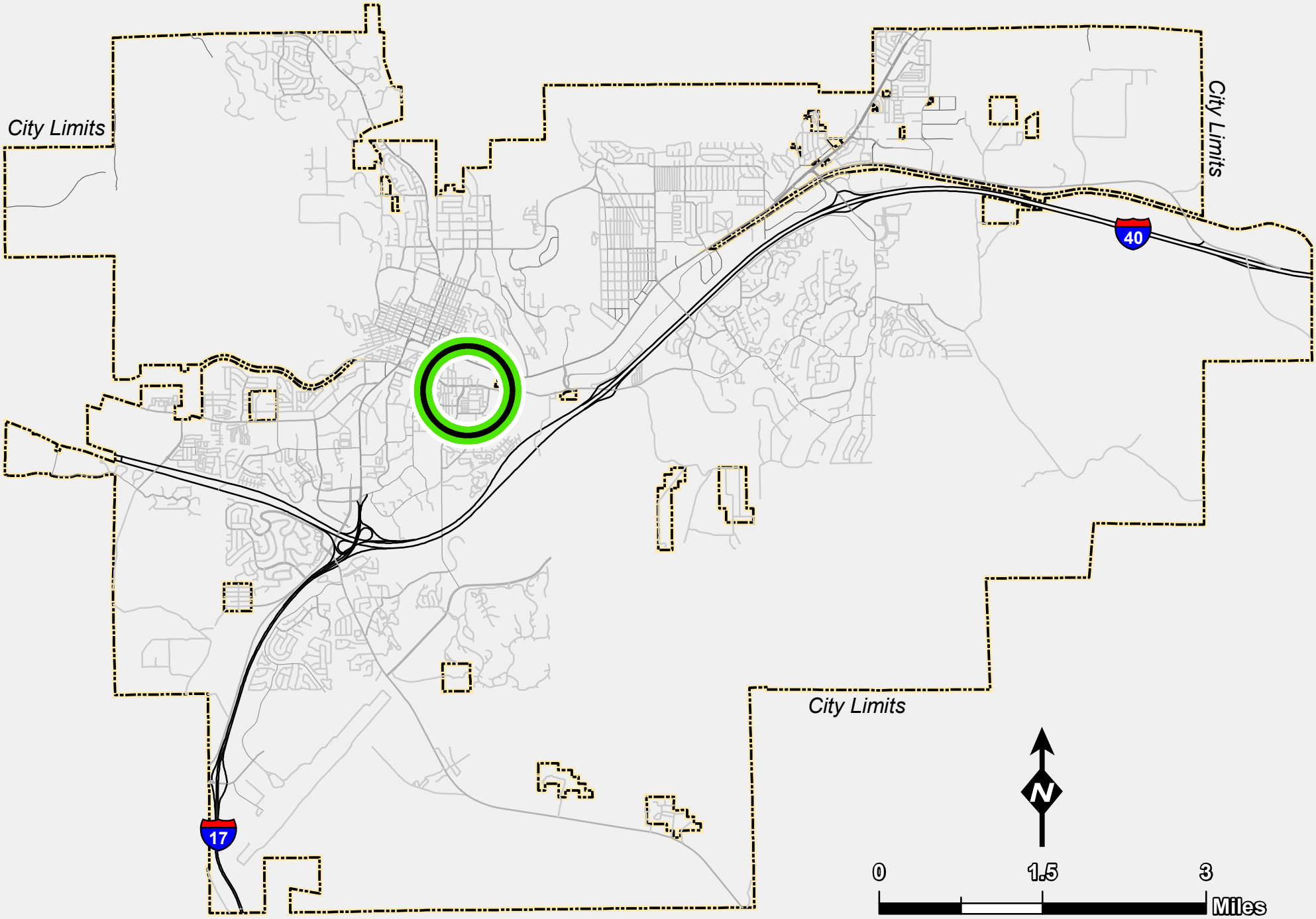
There was extensive public coordination with the development of both the Overpass concept study and the Corridor Study in the early 2000's. There was also outreach performed for Proposition 419 and 420. Since design of the project began, there have been one-on-one and group meetings, a full community virtual public meeting, City commission and committee meetings, and public Council presentations.

Expanded Options and Alternatives:

1. Approve the Agreement as recommended. Approval will allow BNSF to proceed with plan review and project coordination; or
2. Reject the Agreement and provide additional direction to staff. This option would delay the completion of the Lone Tree Overpass Project construction documents.

Attachments: Lone Tree Overpass Context Map
Lone Tree Overpass Vicinity Map
BNSF consultant contract
BNSF Preliminary Engineering Agreement

Lone Tree Overpass and Corridor Improvements





Lone Tree Overpass and Corridor Improvements
Vicinity Map

WILSON & COMPANY
HIGHER RELATIONSHIPS

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March 8, 2021

Kate Kalinosky
Manager Public Projects – AZ, CA
BNSF Railway
40 E Carnegie Drive
San Bernardino, CA 92408

Re: Design Review Lone Tree Creek Overpass

Design Review

Once notice to proceed has been received, we will begin coordination with BNSF to obtain all plans for the areas under review. In our experience, it is valuable to obtain all project information, rather than only the specific item under review, so that references are available should questions regarding utilities or right-of-way come up. If there is an executed agreement between BNSF and the City, a request for that document will be made to better understand the commitments and responsibilities of each party relative to the proposed work. A discussion regarding the history of the project with BNSF is beneficial to understand any particular areas of concern that require additional attention and focus.

Our current understanding of the project extents and impacts indicate that three (3) specific areas of review will be required and submittals by the City will follow current *Guidelines for Railroad Grade Separation Projects*:

- 10%, 30%, 60% and 90% Structural Design Submittal Review
- 10%, 30%, 60% and 90% Track Design Submittal Review
- 10%, 30%, 60% and 90% Drainage Design Submittal Review

Once we have the relevant plans and project background, our team will review the package, prepare comments, and meet internally to conduct an interdisciplinary review. We will then provide our comments to BNSF and schedule a call to discuss any questions that may arise. We anticipate that the comments would then be forwarded to BNSF Public Projects for concurrence and any additional observations. Comments would then be forwarded to the City.

Generally, a comment resolution meeting is conducted for discussion, clarification, and potential approaches to resolving issues. Typically, an approach to a resolution can be agreed upon, but if re-design by the City is required to resolve the concern, re-submittals, and additional reviews may be required. Depending on the approach needed, portions of the resolution can be informal discussions and review; in other cases the interaction may be more formal. The nature of the resolution process is generally dependent on the scope and impact of the comments and preferences of BNSF and the agency. We will work with BNSF to determine the appropriate approach to comment resolution as the design review progresses, and we will work with all parties to achieve an appropriate resolution that maintains the interests of BNSF as the primary principle.

Last, we will utilize standard BNSF comment forms of our review and can augment with pdf plan mark-ups where needed.

Design Meetings

Wilson & Company currently estimates that one (1) monthly telephone meeting will be required and up to two (2) on-site meetings with BNSF and the City's design team will be necessary. The effort for these meetings are detailed in the attached fee spreadsheet.

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Assumptions

- Retaining wall design review is not anticipated.
- Structural Design Review is limited to the bridge structure.
- Utility review is not included as part of the Wilson & Company effort.
- Geotechnical review is not anticipated.

Fee

The Design Review Fee (including reimbursable travel costs) of $71,456 has been developed assuming two reviews (initial and one final) of the project documents. Per our MSA, a 1% sole source discount of $674.00 has been provided on the labor. For estimated total cost of design review we have assumed that resolution of any comments is achievable with limited re-design and without need for extensive or repeated re-review with additional comments. For expenses, we have assumed three staff attending two meetings in the Flagstaff area.

Please see Appendix A for detailed hourly rates and estimated per-task effort.

Carey Wilson, PE
Principal-in-Charge
719 302 6756 direct
Carey.Wilson@wilsonco.com

Erich Schmitz, PE
Project Manager
806 701 3118
Erich.Schmitz@wilsonco.com

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FEE – ATTACHMENT A

		Civil								
WILSON &COMPANY	Staffing	PM	Senior Track Engineer	Junior Track Engineer	Senior H&H Engineer	Junior H&H Engineer	Senior Structural Engineer	Junior Structural Engineer	Hours	Cost
	Billing Rate	$ 200	$ 181	$ 118	$ 200	$ 103	$ 200	$ 103		
Project Tasks										
CIVIL AND TRACK DESIGN REVIEW							***Civil/Track Design Subtotal***			***$ 33,526***
10% Design Review		1	16	16					33	$ 4,984
30% Design Review			16	32					48	$ 6,672
60% Design Review			16	32					48	$ 6,672
90% Design Review		1	16	32					49	$ 6,872
Monthly Meetings (2 hours each assumes 04/21 - 01/22)			14						14	$ 2,534
Site Visits (will be combined with 2 monthly meetings)			32						32	$ 5,792
H&H DESIGN REVIEW							***H&H Design Subtotal***			***$ 12,872***
10% Design Review		1			1	4			6	$ 812
30% Design Review					1	8			9	$ 1,024
60% Design Review					1	8			9	$ 1,024
90% Design Review		1			1	4			6	$ 812
Monthly Meetings (2 hours each assumes 04/21 - 01/22)					14	0			14	$ 2,800
Site Visits (will be combined with 2 monthly meetings)					32	0			32	$ 6,400
STRUCTURAL DESIGN REVIEW							***Structural Design Subtotal***			***$ 20,992***
10% Design Review		1					4	8	13	$ 1,824
30% Design Review							4	8	12	$ 1,624
60% Design Review							8	24	32	$ 4,072
90% Design Review		1					8	24	33	$ 4,272
Monthly Meetings (2 hours each assumes 04/21 - 01/22)							14		14	$ 2,800
Site Visits (will be combined with 2 monthly meetings)							32		32	$ 6,400
Total Hours		6	110	112	50	24	70	64	436	
Total Labor		$ 1,200	$ 19,910	$ 13,216	$ 10,000	$ 2,472	$ 14,000	$ 6,592		***$ 67,390***
							Sole Source Discount above $50,000 = 1.0%			**- $ 674**
							Total Labor After Discount			***$ 66,716***

REIMBURSABLE EXPENSES

Expense	Quantity	Unit Cost		
flight	6	$ 500.00	/each	$ 3,000
hotel	6	$ 120.00	/night	$ 720
Car	12	$ 50.00	/day	$ 600
Meals	12	$ 35.00	/day	$ 420
			Reimbursable Expenses Total:	***$ 4,740***

PROJECT TOTAL ***$ 71,456***

PRELIMINARY ENGINEERING SERVICES AGREEMENT
Project Review

BNSF File No.: BF-20162127
Mile Post 343.76
Line Segment 7200
U.S. DOT Number TBD
Seligman Subdivision

This Agreement **("Agreement")**, is executed to be effective as of _____ **("Effective Date")**, by and between BNSF RAILWAY COMPANY, a Delaware corporation **("BNSF")** and the City of Flagstaff, a political subdivision of the State of [State] **("Agency")**.

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Flagstaff, State of Arizona;

WHEREAS, Agency has stated its intention to proceed initially with a project to provide a grade separated overpass crossing of the BNSF Railway main line in via an extension of the Lone Tree Road Corridor located in central Flagstaff **(the "Project")**;

WHEREAS, Agency has requested that BNSF perform certain services with respect to its railroad facilities located at or near the Project site to facilitate Agency's evaluation of the feasibility of proceeding with the Project **(the "Work")**;

WHEREAS, BNSF is agreeable to performing the Work, subject to the terms and conditions of this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Work.

As used herein, the term "**Work**" includes all work performed by BNSF pursuant to this Agreement, whether performed by BNSF employees or by BNSF's sub-contractors, including, but not necessarily limited to, on-site visits including diagnostic evaluations, preliminary engineering services, developing cost estimates for construction of the Project, preparing draft agreements including legal review, and reviewing and/or providing comments on preliminary layouts or other designs, plans, and/or documents in connection with the Project.

2. Payment and Deposit for Work.

Agency authorizes BNSF to proceed with the Work relating to the Project. Agency shall pay and reimburse BNSF for all actual costs and expenses that BNSF incurs in performing the Work including without limitation: labor, supplies, and material; direct and indirect labor and contractor charges including additives; delivery charges; BNSF's additives and overhead, as such are in effect on the date BNSF prepares its final billing; and all applicable taxes due, paid, or payable by BNSF on such products and services, including sales and use taxes, business and occupation taxes, and similar taxes **("Actual Costs")**. BNSF's estimated Cost for Work on this Project is Seventy-eight thousand six hundred one **($78,601) ("Estimated Cost").** Any estimate provided by BNSF for the Work shall not be a limitation on the Work to be performed or the costs and expenses incurred, which Agency shall reimburse to BNSF in full.

During its performance of the Work pursuant to this Agreement, BNSF will send Agency progressive invoices detailing the costs of the Work performed by BNSF. Agency must reimburse BNSF for completed work within thirty (30) days of the date of the invoice for such work. Upon completion of the Work, BNSF will send Agency a detailed invoice of final costs. Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

3. Scope and Limitations of Agreement

The Parties acknowledge that by entering into this Agreement, neither BNSF nor Agency agree to participate in the construction of the Project. If Agency elects to proceed with the Project after the Work is performed, BNSF and Agency agree to enter into negotiations for construction of the Project and other activities. Nothing in this Agreement including the performance of the Work shall obligate BNSF to enter into any subsequent agreement or otherwise permit the Project except and subject to any terms and conditions as may be subsequently approved by BNSF in its sole discretion.

Notwithstanding anything to the contrary in this Agreement, BNSF's review, approval, and/or other participation in the Project or any element thereof, including the Work performed by BNSF or its contractors hereunder, is expressly limited, and intended and understood by the parties to be in furtherance of BNSF's railroad purposes, and not in furtherance of Agency's purposes in undertaking the Project. All of the Work performed hereunder is intended for use in the evaluation of the impact of the Project on BNSF's railroad and the costs to Agency associated therewith. The Work is provided in consideration of the subjective standards of BNSF for its railroad purposes only, and shall

in no way be construed or deemed to be a condition or direction to Agency, or an opinion or approval that the plans and specifications or any work intended or completed on the Project is appropriate for any other purpose including highway purposes, is structurally sound, or that such plans, specifications, or intended or completed work meet applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to Agency or any third party are provided, intended or implied herein. Agency shall at all times be solely responsible for the adequacy and compliance of all design elements of the Project for highway and other public purposes, and shall waive and release BNSF for any and all claims which may or could result from the Work performed hereunder, and if applicable to the fullest extent permitted by law, indemnity and hold BNSF harmless for the same.

4. No Right of Entry

Nothing in this Agreement shall be construed as providing Agency or its contractors, consultants, or other agents any right of entry upon property owned or occupied by BNSF. Any preliminary engineering or other work required by Agency in connection with the Project necessitating entry upon railroad right of way shall not be conducted except as authorized by separate permit obtained by Agency for such entry.

Any on-site visits including diagnostic evaluations provided under this Agreement or otherwise required for the Project shall be conducted only from adjoining properties and Agency shall ensure that no attendees enter or remain on BNSF right of way, except when using an authorized highway-rail crossing designated for such purpose.

Agency or its agents shall contact BNSF's Manager or Public Projects Rafer Nichols at 303-480-6586, or BNSF's permitting partner Jones Lang LaSalle Brokerage, Inc. (JLL) at http://bnsf.railpermitting.com/ to obtain the required permit prior to any entry.

5. Disclaimer

BNSF GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER, OF THE WORK PERFORMED PURSUANT TO THIS AGREEMENT OR ANY REPORT OR OTHER DELIVERABLE WHICH BNSF MAY FURNISH TO AGENCY PURSUANT TO THIS AGREEMENT. BNSF SHALL BE IN NO WAY RESPONSIBLE FOR THE PROPER RELIANCE UPON, INTERPRETATION OF, OR OTHER USE OF THE WORK BY AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

City of Flagstaff	**BNSF Railway Company**
By: _____	By:_____
Name:_____	Name: _____
	Assistant Director Public Projects

Accepted and effective this ___day of _____, 20__.

11. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Genevieve Pearthree, Senior Planner
Date:	12/27/2021
Meeting Date:	01/04/2022

TITLE:

Public Hearing and Consideration of Ordinance No. 2022-01: An Ordinance of the City Council of the City of Flagstaff, extending and increasing the corporate limits of the City of Flagstaff pursuant to the provisions of Title 9, Chapter 4, Arizona Revised Statutes, by annexing approximately 10.05 acres of land located at 7000 North Highway 89, which certain land is contiguous to the existing corporate limits of the City of Flagstaff, and establishing city zoning for said land as Highway Commercial (HC) with a Resource Protection Overlay (RPO); providing for severability, authority for clerical corrections, and establishing an effective date. ***(Flagstaff Rehab Campus Annexation: Project Number PZ-20-00164-03).***

STAFF RECOMMENDED ACTION:

At the January 4, 2022 Council Meeting:
1) Hold Public Hearing
At the January 18, 2022 Council Meeting:
2) Read Ordinance No. 2022-01 by title only for the first time
3) City Clerk reads Ordinance No. 2022-01 by title only (if approved above)
At the February 1, 2022 Council Meeting:
4) Read Ordinance No. 2022-01 by title only for the final time
5) City Clerk reads Ordinance No. 2022-01 by title only (if approved above)
6) Adopt Ordinance No. 2022-01

Executive Summary:

An annexation request from Flagland LLC of approximately 10.05 acres of land, located at 7000 North Highway 89 and further described as Coconino County Assessor's Parcel Number 301-50-005G, into the corporate limits of the City of Flagstaff, and establishing city zoning for said land as Highway Commercial (HC) with a Resource Protection Overlay (RPO).

The Planning & Zoning Commission in a public hearing on December 8, 2021, recommended 5-0 to forward this Annexation request to the City Council with a recommendation of approval with the following condition:

- The subject property shall enter into the City of Flagstaff corporate limits with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO).

Financial Impact:

The purpose of this annexation request is to extend the City of Flagstaff corporate boundary to provide the subject property with water, sewer, and other City services to facilitate the development of a 174-bed mental behavioral health and substance abuse treatment campus and two commercial pads. The development will extend a waterline along North Highway 89 in the public right of way, and will extend a sewer line across the subject property. The waterline extension will be dedicated to the City of Flagstaff for continued maintenance and operation. Currently, the site has access directly onto an ADOT-maintained roadway. Upon annexation, a portion of the assessed property tax will go to the City of Flagstaff.

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

PBB Priorities/Objectives

- Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs.
- Grow and strengthen a more robust, diverse, and resilient economy.

Regional Plan

- Goal LU.7.2 – Require unincorporated properties to be annexed prior to provision of City services, or that a pre-annexation agreement is executed when deemed appropriate.
- Policy WR.4.3 – Development requiring public utility services will be located within the Urban Growth Boundary.
- Page III-10:
    - The proposed annexation should not be detrimental to the majority of persons or property in the surrounding area or the community in general.
    - Annexation must demonstrate a favorable benefit to the taxpayers of the City.

Carbon Neutrality Plan

- DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

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

The Planning and Zoning Commission voted 5-0 to forward the Annexation request with a recommendation of approval with the following condition:
1. The subject property shall enter into the City of Flagstaff corporate limits with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO).

Background/History:

Development Overview
The 10.05-acre parcel at 7000 North Highway 89 that is the subject of this annexation request is adjacent to the northern Flagstaff city boundary and is located just east of North Highway 89. The parcel is within the Urban Service Boundary as identified by the Flagstaff Regional Plan 2030, and will receive city trash, water, and sewer service upon annexation. The subject site previously contained Blue Ribbon Homes (a manufactured home dealership) and is in the Heavy Commercial (CH-10,000) Coconino County zoning district. The parcel is proposed to be annexed into the Flagstaff city limits with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO). The applicant proposes to develop a 174-bed mental behavioral health and substance abuse treatment campus and set aside two areas for future commercial development.

After annexation, the subject parcel is proposed to be combined with the approximately 2.15-acre vacant parcel to the south (APN 113-17-011A), which is already inside the city limits. The combined parcels (12.21 acres total) will then be divided into four separate parcels. Parcels 1 and 2 will consist of the campus. Parcels 3 and 4 are proposed to be future commercial pads (conceptually shown as restaurants/cafes).

The applicant has also submitted a concurrent Concept Zoning Map Amendment request (PZ-20-00164-04) to rezone the northern 1.09 acres of the 10.05-acre parcel from HC to Rural Residential (RR) zoning once the parcel is annexed. The purpose of that request is to accommodate an Equestrian Recreational Facility that will provide equine therapy to patients. City Code Chapter 6-03: Animal Keeping does not allow large livestock (including horses) in the HC zone, but does allow large livestock in the RR zone. The Zoning Code allows Equestrian Recreational Facilities with a Conditional Use Permit in the RR zone.

Project History and Next Steps
The applicant submitted for Concept Plan and Concept Plat review prior to submitting Annexation and Concept Zoning Map Amendment applications. The purpose of the Concept Plan/Plat reviews is to determine whether the proposed project conceptually conforms with City Code. The City of Flagstaff Inter-Division Staff (IDS) made this determination and as such deemed both applications to be “Complete with Conditions” (the Concept Plan on March 16, 2021, and the Concept Plat on May 19, 2021).

The applicant will apply for Site Plan review and approval should the City Council approve the Annexation and Concept Zoning Map Amendment applications. Site Plan constitutes a formal approval, which, if obtained, will allow the applicant to apply for Civil Engineering Plans and Building Permit review, and for a Conditional Use Permit for the equestrian facility. The applicant will also submit for Final Plat review to subdivide the entire 12.21-acre site into four separate parcels. The City Council approves final plats.

Key Considerations:
This annexation will increase the corporate limits of the City of Flagstaff. Annexations are adopted by the City Council via ordinance. Ordinance No. 2022-01 annexes approximately 10.05 acres located at 7000 North Highway 89. Arizona Revised Statute 9-471 requires the governing body of the city or town to hold a public hearing to discuss the annexation proposal prior to annexing the subject property.

The applicant intends to build a rehab facility on the subject property. However, following annexation, the developer will be permitted to develop any project permitted in the HC Zone, subject to staff review for compliance with City Code.

Community Benefits and Considerations:

If annexed and ultimately developed as currently proposed, the project will provide a mental health and substance abuse treatment campus, as well as two commercial pads for future development. The project will provide significant edge improvements, enhanced landscaping, Dark Sky compliant lighting, and building architecture in compliance with the City of Flagstaff's architectural design standards.

Community Involvement:

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with State statute, a notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting at least three notices on the property, and mailing a notice to all property owners within 600 feet of the site (exceeding the 300-foot minimum notification area), and to the City's "Registry of Persons and Groups." Annexation notices were also provided to the Coconino County Recorder, County Assessor, County Community Development Department, and the Chair of the Board of Supervisors. All notifications were completed at least 15 days prior to the first scheduled public hearing. A copy of the publication notice, pictures of the postings, a mailing list, and a copy of the mailing notice are included in the attached Public Participation Plan.

The Planning and Zoning Commission held a public hearing on this application on December 8, 2021. The Commission recommended approval of the annexation by a unanimous vote (5-members present). No public comments were received.

The applicant held a virtual neighborhood meeting on June 30, 2021, via Zoom as part of the Neighborhood Meeting public notification process required for annexations. During the meeting, the applicant provided background information about the project and answered questions posed by meeting attendees through the meeting chat or verbally. The applicant created a Record of Proceedings, which was provided to meeting attendees via hard copy mail and email in accordance with city code (and is included as part of the Public Participation Plan). Staff was subsequently contacted by three community members who requested additional information about the development.

Attachments:

City Council Presentation
Ord. 2022-01
Exhibit A & B: Legal Description & Map
Annex Application
Blank Annexation Petition
P&Z Staff Report
Annexation Map
Annexation Narrative
Legal Ad
Vicinity Map
Concept Plan, Plat, & Zoning Map Amendment
Concept Building Materials, Elevations, Floor Plans, Civic Space
Public Participation Plan



Flagstaff Rehab Campus Annexation Request Ordinance No. 2022-01

City Council| January 4, 2022

Genevieve Pearthree | Senior Planner

CITY OF FLAGSTAFF ARIZONA ESTABLISHED 1882

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Annexation Request Overview

- **Request:** Annex approximately 10.05 acres (1 parcel) at 7000 North Highway 89
- **Zoning after Annexation**: Highway Commercial (HC) with a Resource Protection Overlay (RPO)
- **Current Zoning:** Coconino County CH-10,000
- **Current Use:** Vacant (contained Blue Ribbon homes – manufactured home dealership)
- **Applicant:** Flagland LLC (current property owner)
- **Concurrent Concept Zoning Map Amendment request:** Rezone 1.09 acres (of 10.05-acre parcel) from HC with a RPO to Rural Residential (RR) with a RPO *(Ordinance No. 2022-02)*

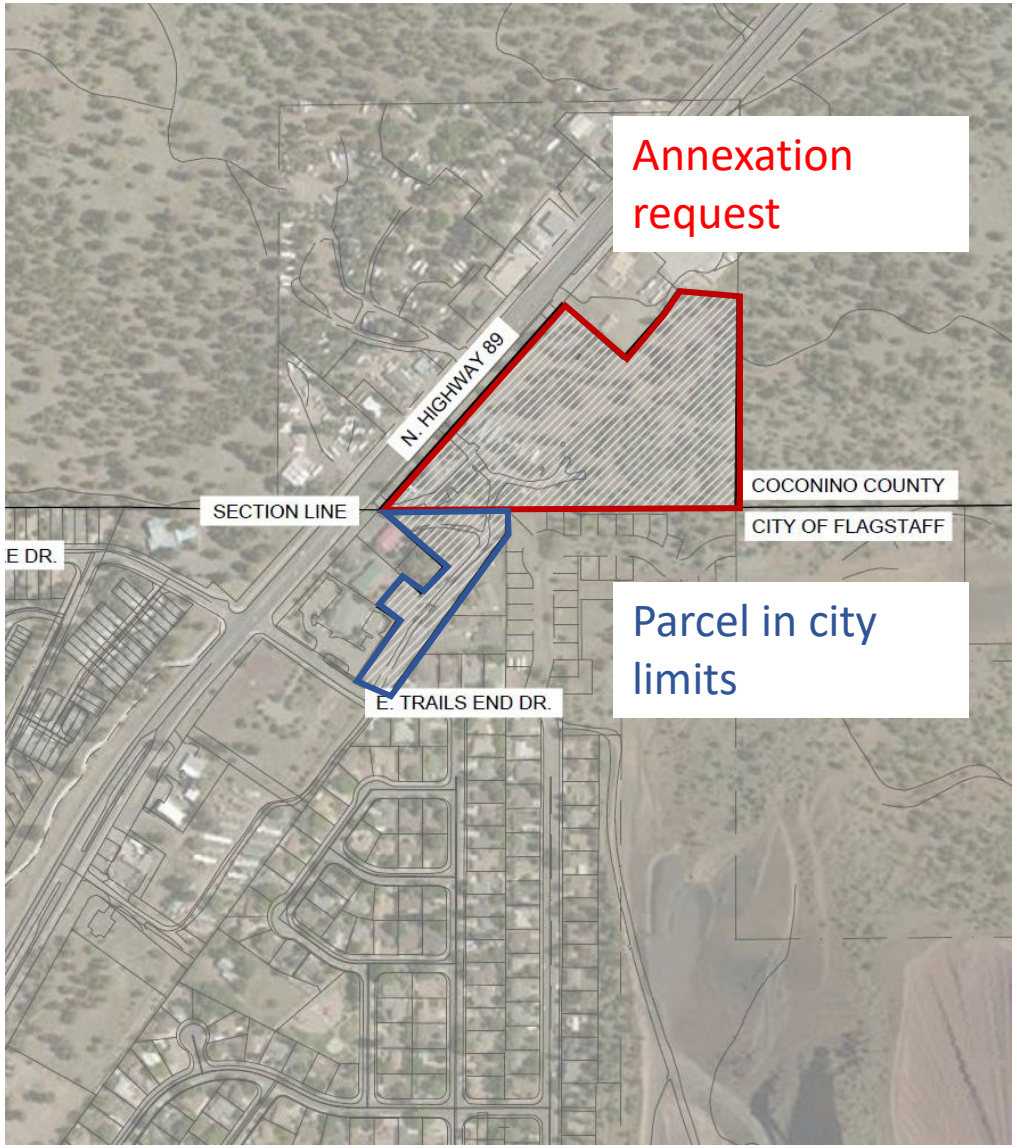
Project Location

7000 N. Highway 89



Development Overview

- Site is 12.20 acres total
  - Developer will combine 10.05-acre parcel with 2.15-acre vacant parcel to the south (in city limits, owned by Flagland LLC)
  - Developer will subdivide site into 4 parcels
- 174-bed mental behavioral health and substance abuse treatment campus
  - Parcel 1: Detox & Residential Treatment Center (includes equine therapy facility—focus of rezoning request)
  - Parcel 2: Sober Living Facility
- Parcels 3 & 4: 2 Commercial pads (future development)



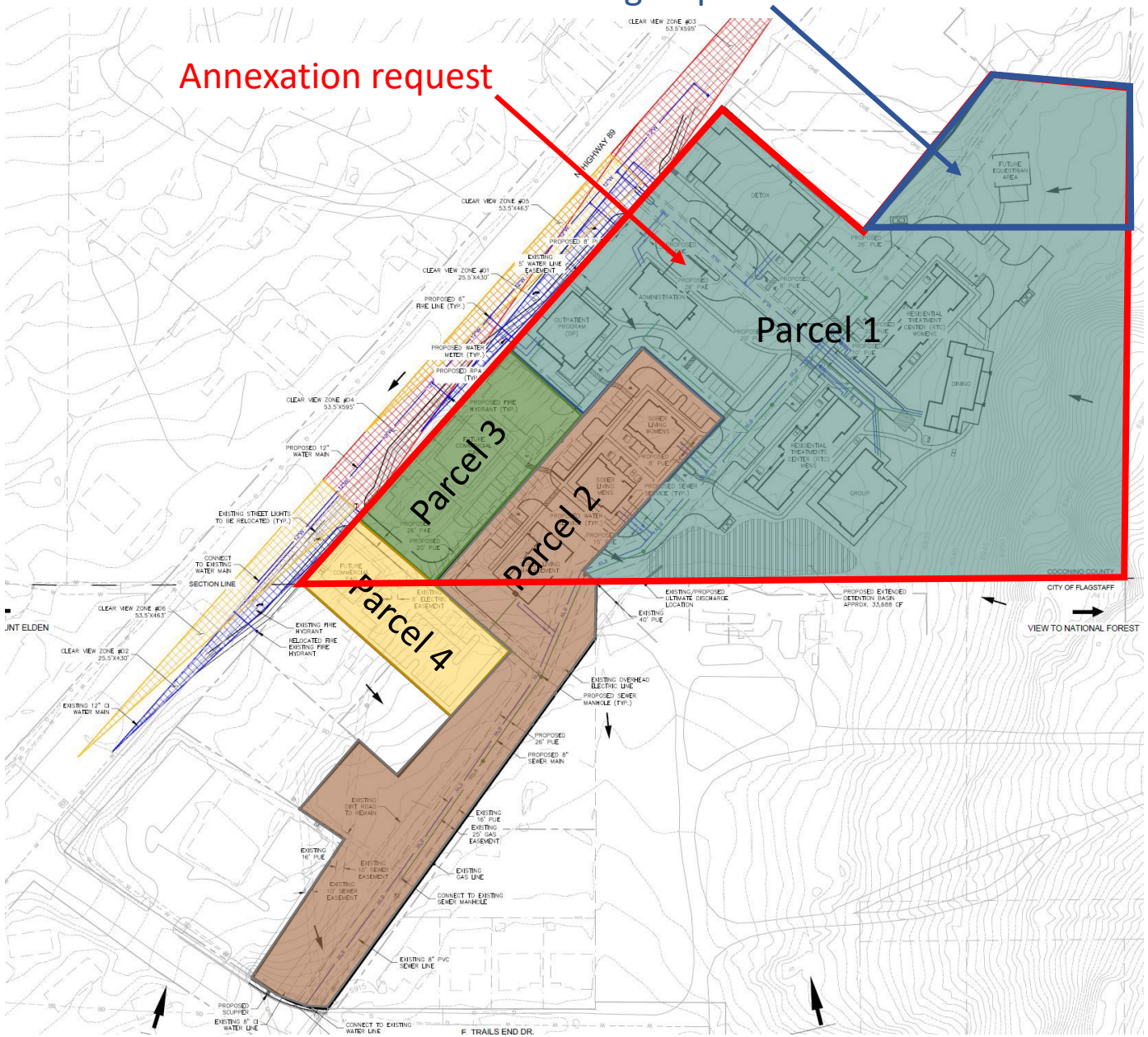
Concept Plat

(PZ-20-00164-02)

"Complete with Conditions" by IDS staff on May 19, 2021

TEAM FLAGSTAFF

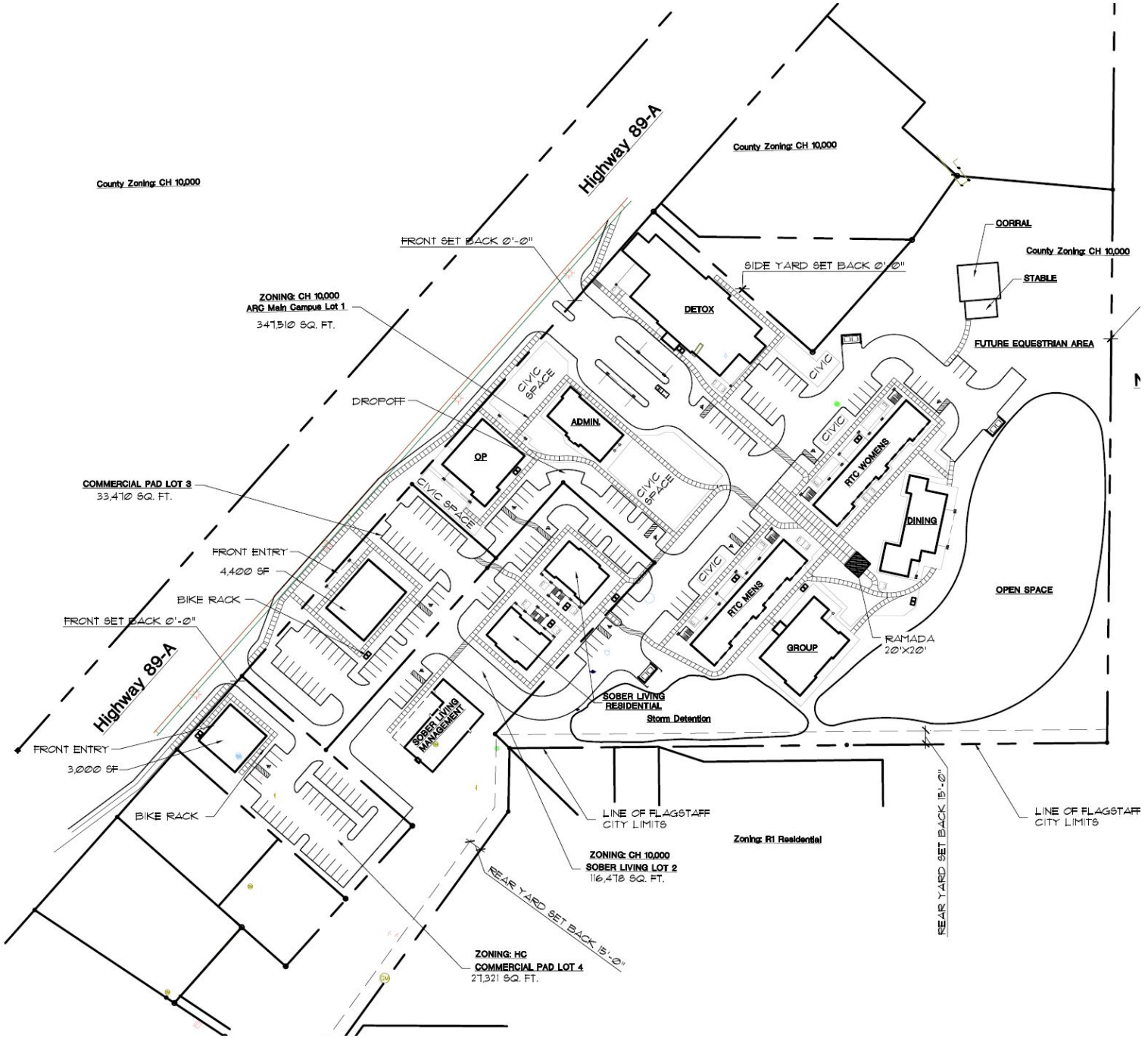
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Concept Plan

(PZ-20-00164-01)

- "Complete with Conditions" by IDS staff on March 16, 2021 (not a formal approval)
- Site Plan review (future submittal) will provide formal approval



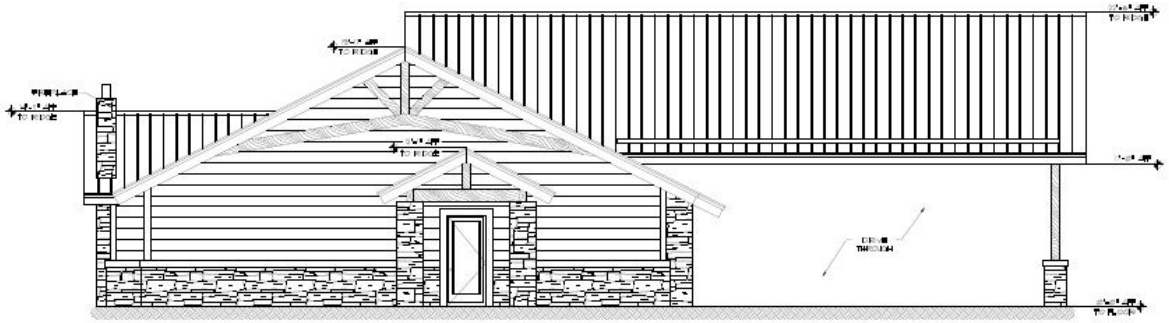
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Proposed Building Elevations & Materials

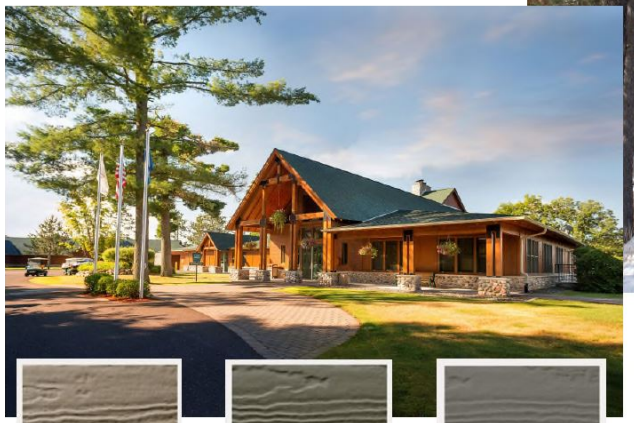


1 SOUTH ELEVATION



2 WEST ELEVATION

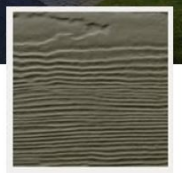
Flagstaff Location



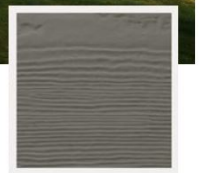




Khaki Brown ›



Timber Bark ›



Aged Pewter ›



Ledgestone Series

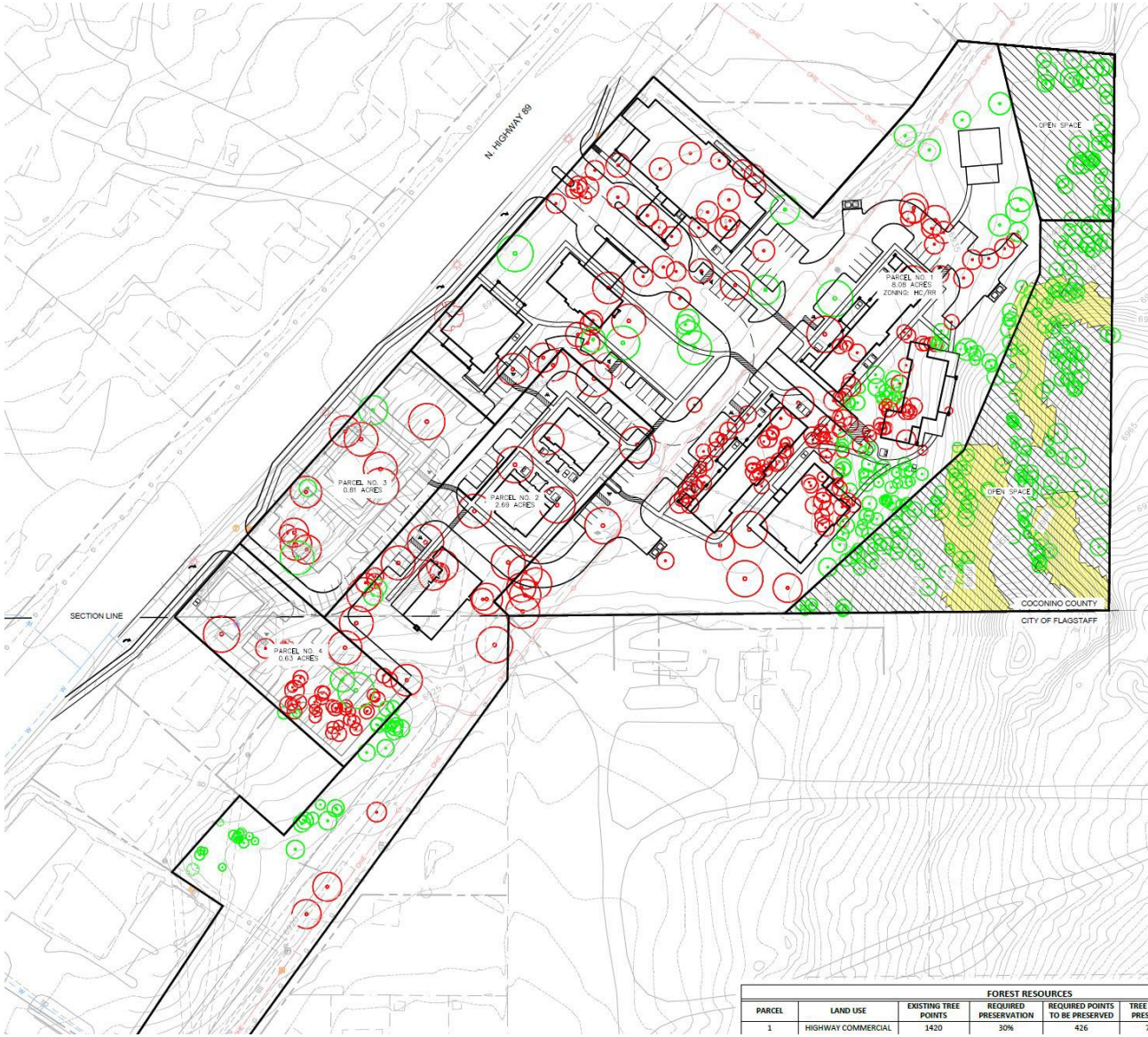


Stone Combinations

For reference only. Development layout, building elevations, etc., will be formally approved with Site Plan (future submittal)

Natural Resource Protection

- Receive Resource Protection Overlay (RPO) upon annexation
- Protect 63% of trees and 100% of steep slopes
- Minimum requirement
  - 30% trees
  - 70+% steep slopes



Citizen Participation

- Neighborhood meeting: June 30, 2021
  - Public Participation Report attached
- Planning and Zoning Commission: December 8, 2021
  - Voted 5-0 for recommendation of approval with conditions
- City Council Public Hearing: January 4, 2022
- City Council Ordinance 1st Read: January 18, 2022
- City Council Ordinance 2nd Read: February 1, 2022

Concurrent Rezoning Request

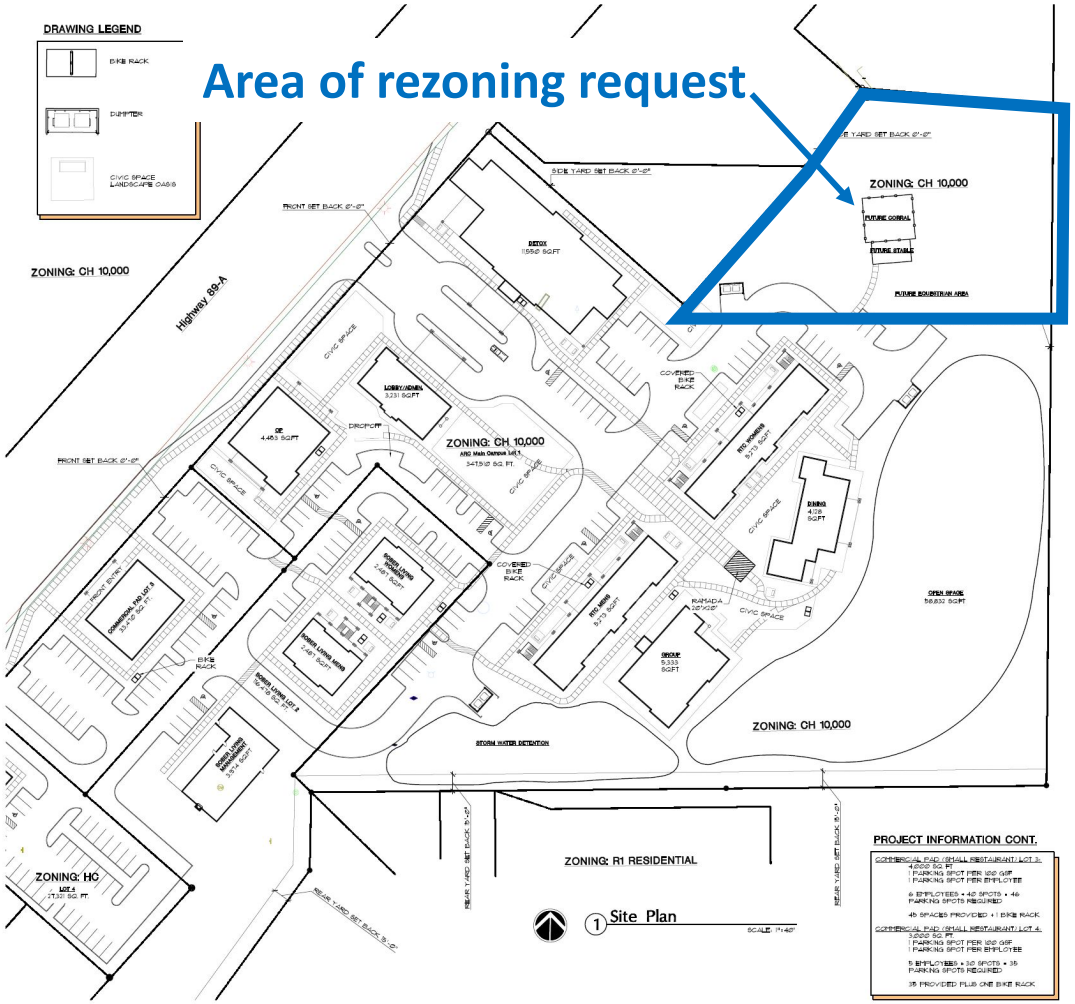
Concept Zoning Map Amendment (PZ-20-00164-04)

- Flagland LLC requests 1.09 acres of a larger 10.05-acre parcel at 7000 North Highway 89 be rezoned from Highway Commercial (HC) zoning with a Resource Protection Overlay (RPO) to Rural Residential (RR) zoning with a RPO
- Purpose to allow an equine (horse) therapy facility
  - RR zone allows Equestrian Recreational Facility with a Conditional Use Permit
  - Police Code (Animal Regulations) allow large livestock (including horses) in RR zone
  - Accessory use to the primary use: 174-bed mental behavioral health and substance abuse treatment campus
- **Ordinance 1st read on 1/18/22 City Council agenda**

10.05-*acre parcel must first be annexed into the City of Flagstaff corporate limits and designated with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO*)

Rural Residential (RR) Zone

- Proposed 1,800 sq. ft. stable, 700 sq. ft. patio, pasture/paddock area
- Request meets 3 findings for approval for Zoning Map Amendments
- **Staff will recommend approval with conditions**



Annexation Approval Criteria

Required Findings

Annexation requests must meet required findings for approval:

1) Comply with City Code Division 10-20.90: Annexations
2) Comply with Arizona Revised Statute 9-471
3) Meet applicable goals and policies in General Plan (Flagstaff Regional Plan 2030)

Finding 1: Public Systems Analysis

Traffic

- 2 full-access driveways and right turn lanes with bike lanes on Highway 89
- 5-foot landscaped parkway, and 6-foot sidewalk

Water and Sewer

- Extend 12-inch water line and 8-inch sewer line across property

Stormwater

- LID (low impact development) basin in southwest corner of site to capture and meter out stormwater

Finding 1: Public Systems Analysis

Schools

- Proposed development of the subject site will not affect the local school district

Fire Protection

- Served by Fire Station 3 at 4500 East Purina Avenue
- Within the desired response time from this station

Finding 2: Conformance with ARS 9-471

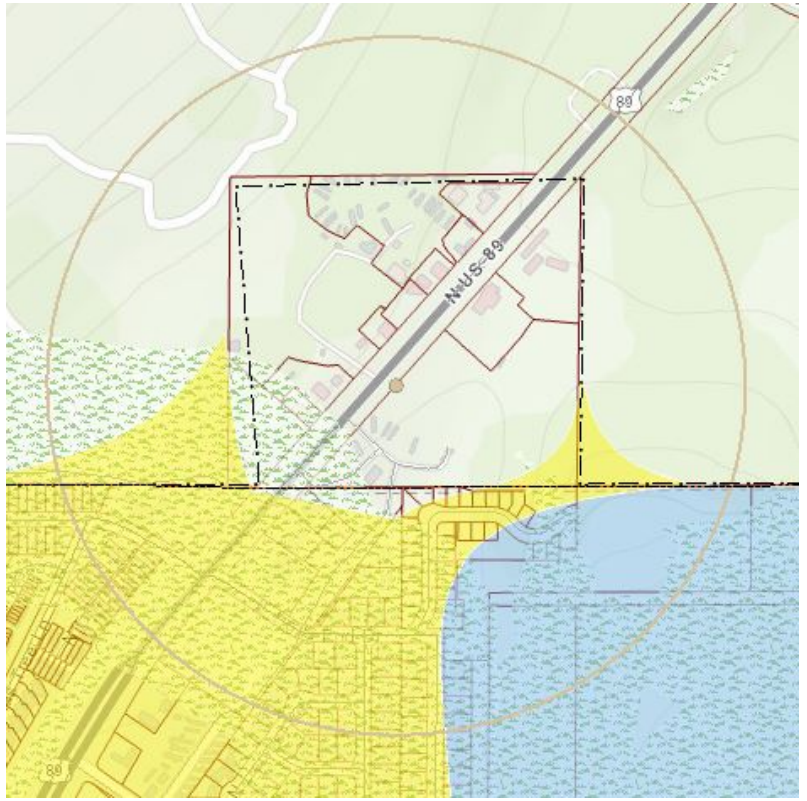
- Criteria for properties to annex (*contiguous* to city boundary)
  - ***Property is contiguous (eligible to annex)***
- Processes and procedures for cities to annex property
  - Annexed parcels must initially receive land use zone classifications with densities/uses no greater than permitted by Coconino County immediately before annexation

Permitted Uses and Minimum Lot Sizes/Dimensions	
County CH-10,000 Zone	**City Highway Commercial (HC) Zone**
Assisted Living Facilities, Convalescent Homes, and Residential Collective Home; Restaurants and retail bakeries	Custodial Care; Restaurant/Cafe
10,000 square foot minimum lot size; 50-foot min. width, 100-foot min. depth	9,000 square foot minimum lot size; 60-foot min. width, 100-foot min. depth

Finding 3: Flagstaff Regional Plan 2030

Meets applicable Regional Plan Goals & Policies

- Within the Urban Growth Boundary (UGB)
  - Eligible to receive city water & sewer service
- Property tax revenue to the City of Flagstaff
- Public health service to serve northern Arizona
- Significant road edge improvements, enhanced landscaping, Dark Sky compliant lighting, building architecture in compliance with COF architectural design standards



Staff Recommendation

Required Findings

The City Council shall find the Annexation application meets the required findings for approval:

1) Complies with City Code Division 10-20.90: Annexations
2) Complies with Arizona Revised Statute 9-471
3) Meets applicable goals and policies set forth in the City's General Plan (Flagstaff Regional Plan 2030)

Staff Recommendation

Staff recommends the City Council, in accordance with the required findings, **approve the annexation request** with the following condition:

- The subject property shall enter into the City of Flagstaff corporate limits with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO)

Purpose of today's meeting is to discuss the annexation request only
Ordinance 1st read is on 1/18/22 (2nd read is on 2/1/22)



Questions or Comments?

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TEAM FLAGSTAFF

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ORDINANCE NO. 2022-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARIZONA REVISED STATUTES, BY ANNEXING CERTAIN LAND TOTALING APPROXIMATELY 10.05 ACRES LOCATED AT 7000 NORTH HIGHWAY 89, WHICH LAND IS CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, AND ESTABLISHING CITY ZONING FOR SAID LAND AS HIGHWAY COMMERCIAL, HC, WITH A RESOURCE PROTECTION OVERLAY, RPO

RECITALS:

WHEREAS, petitioner owns parcel APN 301-50-005G, consisting of 10.05 acres of land located within Coconino County, Arizona as property adjacent to the boundaries of the City of Flagstaff, and described in Exhibit A attached to and made a part hereof; and

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

WHEREAS, The Mayor and Council of the City of Flagstaff, Arizona, are desirous of complying with said Petition and extending and increasing the corporate limits of the City of Flagstaff to include said territory, as described in Exhibit A; and

WHEREAS, said Petition set forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Flagstaff, and had attached thereto at all times an accurate map of the territory desired to be annexed; and

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after said Petition had been signed by an owner of real and personal property in such territory; and

WHEREAS, the provisions of Section 9-471, Arizona Revised Statutes, and amendments thereto have been fully observed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Flagstaff, Arizona, together with a true and correct copy of the original Petition referred to herein, which is on file in the office of the Coconino County Recorder; and

WHEREAS, the development of the Property will be controlled by the conditions of approval of

the annexation application, other relevant provisions of the Zoning Code, and various other City codes regulating the development of the Property; and

WHEREAS, the Council finds that the proposed annexation for the Property has been considered by the Planning and Zoning commission and that the City staff and the Commission have each recommended that the Council proceed with the annexation at this time; and

WHEREAS, the council has reviewed the Staff Summary Report, which discusses the proposed annexation, and now finds that the annexation of the Property would be consistent with the objectives and policies of the Flagstaff Area Regional Plan 2030 ratified May 20, 2014 ("Regional Plan"); that the annexation of the Property would not be detrimental to the majority of the persons or property in the surrounding area or to the community in general; and the Council specifically further finds that the annexation of the Property and the existing and proposed uses thereon will further the objectives of the Regional Plan.

ENACTMENTS:

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

SECTION 1. That the following described territory be, and the same hereby is, annexed to the City of Flagstaff, and that the present corporate limits be, and the same hereby are, extended and increased to include the following described territory contiguous to the present City of Flagstaff corporate limits:

See attached Exhibit A which is incorporated herein by this reference.

SECTION 2. That the territory described in Exhibit A is annexed to the City of Flagstaff subject to the following condition:

That a copy of this Ordinance, together with an accurate map of the territory hereby annexed to the City of Flagstaff, certified by the Mayor of said City of Flagstaff, be forthwith filed and recorded in the office of the County Recorder of Coconino County, Arizona.

SECTION 3. That pursuant to the provisions of Section 9-471(L), Arizona Revised Statues, upon this Ordinance becoming final under the provisions of Section 9-471(D), Arizona Revised Statutes, the municipal zoning designation for the Property under the Zoning Code shall be:

1. The entirety of APN 301-50-005G will be located within the Highway Commercial (HC) zoning district and be designated with a Resource Protection Overlay (RPO).

2. The annexed parcel shall be placed in the City of Flagstaff Lighting Zone 3 and shall comply with City of Flagstaff Zoning Code Outdoor Lighting Standards.

SECTION 4. The Community Development Department of the City of Flagstaff is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with the ordinance.

SECTION 5. That the Flagstaff City Clerk shall provide a copy of the adopted annexation ordinance to the Clerk of the Coconino County Board of Supervisors within sixty (60) days of the annexation becoming final.

SECTION 6. Severability

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

SECTION 7. Clerical Corrections

The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary related to this ordinance as amended herein, and to make formatting changes as needed for purposes of clarity and form, or consistency, within thirty (30) days following adoption by the City Council.

SECTION 8. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of February, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Legal Description

EXHIBIT 'A'
LEGAL DESCRIPTION
APN: 301-50-005G

A parcel of land as shown on an ALTA/NSPS Land Title Survey prepared by Extreme Measures Land Survey, Inc., dated March 13, 2020, job number 20-10 (herein referred to as R1), located in the southeast quarter of Section 32, Township 22 North, Range 8 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a rebar with broken cap at the southwest corner of said parcel, said point being in common with the southeasterly Right-of-Way line of North Highway 89, and the **TRUE POINT OF BEGINNING;**

Thence along the westerly line of said parcel, and along said Right-of-Way line, North 41°32'35" East, 796.79 feet (Basis of Bearing) to a the northwest corner of said parcel;

Thence leaving said Right-of-Way line, and along the northerly line of said parcel, South 48°30'15" East, 235.22 feet;

Thence continuing along said northerly line, North 41°29'45" East, 166.15 feet;

Thence continuing along said northerly line, North 35°13'32" East, 86.92 feet;

Thence continuing along said northerly line, South 84°57'36" East, 173.32 feet to the northeast corner of said parcel;

Thence along the east line of said parcel, South 00°35'29" West, 613.72 feet to the southeast corner of said parcel;

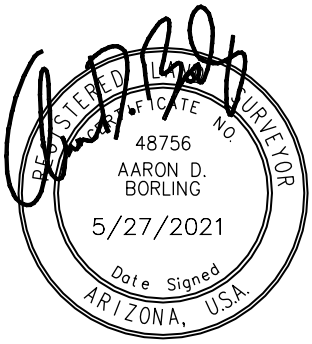
Thence along the south line of said parcel, South 89°29'23" West, 662.50 feet to an illegible aluminum cap at the south quarter corner of Section 32;

Thence continuing along said south line, South 89°49'18" West, 368.66 feet to the **TRUE POINT OF BEGINNING.**

Containing 10.05 acres, more or less.

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

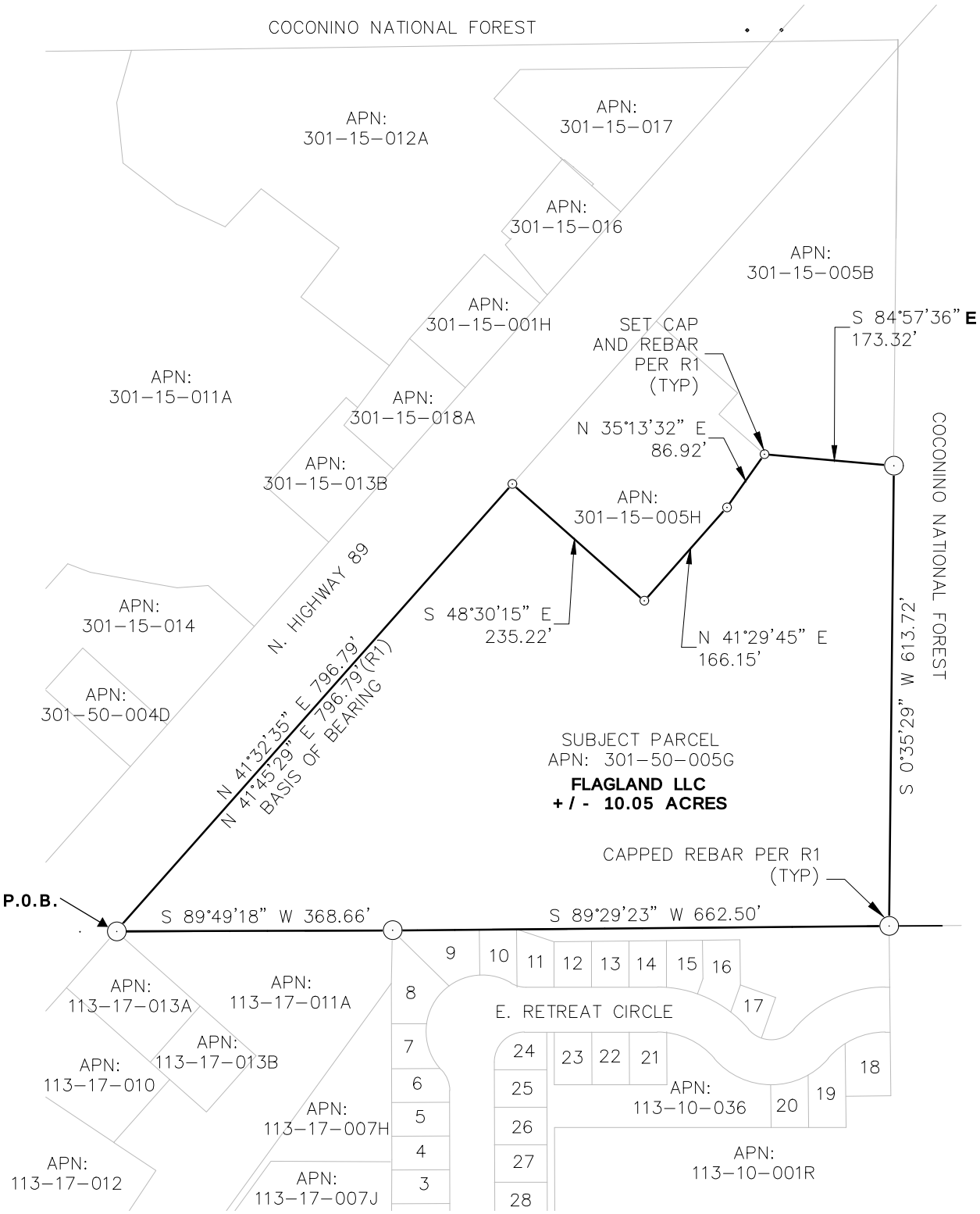
This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



PLOTTED: May 27, 2021–3:57pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32,
TOWNSHIP 22 NORTH, RANGE 8 EAST
OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



Shephard Wesnitzer, Inc.	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swiaz.com	JOB NO. 20136 DATE MAY 21 SCALE 1" = 200' DRAWN RPR DESIGN CHECKED ADB	FLAGSTAFF REHAB CAMPUS COCONINO COUNTY ARIZONA LEGAL EXHIBIT	SHEET 2 OF 2

FILE: P:\2020\20136\SURVEY\LEGAL DESCRIPTIONS\20136_ANNEXATION_EX.DWG ABORLING

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

ANX

Date Received	Application for Annexation	File Number

Property Owner(s) Flagland LLC	**Title**	**Phone** (602) 882 7451 / (520) 400-4111	**Email** mzipprich@enrpi.com
Mailing Address 7144 E. Stetson C-200			**City, State, Zip** Scottsdale, AZ 85251
Applicant same as above	**Title**	**Phone**	**Email**
Mailing Address			**City, State, Zip**
Project Representative Stephen Irwin	**Title** P.E.	**Phone** (928) 773-0354	**Email** sirwin@swiaz.com
Mailing Address 110 W. Dale Ave.			**City, State, Zip** Flagstaff, AZ 86001

Site Address 7000 N. Hwy 89	**Parcel number(s)** 30150005G	**Subdivision, Tract & Lot Number** N/A
Existing Zoning District CH-10,000	**Existing Regional Plan Land Use Category** Suburban	
Proposed Zoning District Highway Commercial (HC) & Rural Residential (RR)	**Proposed Regional Plan Land Use Category** Rural	
Present Use Blue Ribbon Homes	**Proposed Use** Flagstaff Rehab Campus	

Summarize Reason for Request (Attach additional sheets if necessary):

The proposed development will overlap two existing parcels, one parcel is located within the City limits and the other in the County. The project would like to annex the County parcel into the City limits in order to construct the Flagstaff Rehab Campus as part of the overall development. The development will provide additional parcels for future development within the City.

Note:
Indicate how the annexation will not be detrimental to the majority of persons or properties in the surrounding area, or to the community in general. If a modification to the Regional Land Use and Transportation Plan or a Zoning Map Amendment is requested, clearly state the reasons for such changes (a separate application is required).

Property Owner Signature	Date	Applicant Signature	Date
MANAGER	5/17/21	MANAGER	5/17/21

For City Use

Date Filed:	Fee Receipt Number:	Amount:	Date:

Type of Request: ☐ Annexation ☐ Continued

Publication and Posting Date(s): | **File Number:**

Action by Planning and Zoning Commission:	Action by City Council
Hearing Date:	Hearing Date:
☐ Approved ☐ Continued ☐ Denied	☐ Approved ☐ Continued ☐ Denied

Staff Assignments	Planning	Engineering	Fire	Stormwater	Utilites/PW

Revised 1/31/18

For pickup by City of Flagstaff
Attn: Genevieve Pearthree

ANNEXATION PETITION

Case Number: PZ-20-00164-03 Address: 7000 North Highway 89

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA:

1. I, (We), the undersigned, owner(s) of the real and personal property, more specifically described in Exhibit(s) attached hereto and incorporated herein by reference, hereby request that the City of Flagstaff annex said property. This request is made pursuant to A.R.S. 9-471 et. seq.
2. Property owner(s) to sign petition thirty (30) days after and within one year of the above-indicated recorded date.

DATE	SIGNATURE OF OWNER	ADDRESS	ASSESSORS PARCEL NUMBER
	Flagland LLC	7144 East Stenson Drive, C-200 Scottsdale, AZ 85251	301-50-005G

3. The City Council may determine the exact boundary of said territory to be annexed; provided, however, the said annexation area lies wholly within the above described area and, provided further, that the provisions of Section 9-471, A.R.S. are fully observed and complied with.

PLANNING AND DEVELOPMENT SERVICES STAFF REPORT

Flagstaff Rehab Campus Annexation Request

PUBLIC HEARING
PZ-20-00164-03

DATE: November 23, 2021
MEETING DATE: December 8, 2021
REPORT BY: Genevieve Pearthree

REQUEST:
A request from Flagland, LLC to annex approximately 10.06 acres located at 7000 North Highway 89. The property is identified as Coconino County Assessor's Parcel Number 301-50-005G. The current owner is Flagland LLC.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the annexation application to the City Council with a recommendation for approval with conditions.

PRESENT LAND USE:
The subject site previously contained Blue Ribbon Homes, a manufactured home dealership. The site is heavily treed and has steep slopes toward the eastern property boundary.

PROPOSED LAND USE:
If this annexation is approved, the property will be designated with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO) to facilitate the development of a 174-bed mental behavioral health and substance abuse treatment campus and two commercial pads. After annexation, the site is proposed to be combined with the vacant parcel to the south (APN 113-17-011A), which is already in city limits, and then be subdivided into four separate parcels. Parcels 1 and 2 will consist of the campus, while parcels 3 and 4 are identified as future commercial development (they are conceptually shown as restaurant/café uses).

NEIGHBORHOOD DEVELOPMENT:
See the attached vicinity map.

North: Commercial development (Mary's Café and Conoco Gas Station), Coconino County CH-10,000 Zone
South: Vacant parcel APN 113-17-011A, City of Flagstaff Highway Commercial (HC) zone; Trails End Retreat single-family residential subdivision, City of Flagstaff Single-Family Residential (R1) zone
East: National Forest, Coconino County AR-2 ½ Zone
West: Highway 89; several commercial developments across the street, Coconino County CH-10,000 Zone

REQUIRED FINDINGS:
The Commission shall find that the requested annexation complies with Section 9-471 of the Arizona Revised Statutes, the applicable goals and policies set forth in the City's General Plan (Flagstaff Regional Plan 2030), and Flagstaff Zoning Code Division 10-20.90: Annexations.

STAFF REVIEW:

1. Project Information

A. Overview
The parcel at 7000 North Highway 89 (APN 301-50-005G) that is the focus of this approximately 10.06-acre annexation request is adjacent to the northern Flagstaff city boundary and is located just east of North Highway 89. The parcel is within the Urban Service Boundary as identified by the Flagstaff Regional Plan 2030 (the Regional Plan),

and will receive city trash, water, and sewer service upon annexation. The subject site previously contained Blue Ribbon Homes (a manufactured home dealership) and is in the Heavy Commercial (CH-10,000) Coconino County zoning district. The parcel is proposed to be annexed into the Flagstaff city limits with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO). The applicant proposes to develop a 174-bed mental behavioral health and substance abuse treatment campus and set aside two areas for future commercial development.

After annexation, the subject parcel is proposed to be combined with the approximately 2.15-acre vacant parcel to the south (APN 113-17-011A), which is already inside the city limits. The combined parcels (12.21 acres total) will then be divided into four separate parcels. Parcels 1 and 2 will consist of the campus. The proposed use, Custodial Care (a sub-category of Institutional Residential), is allowed in the HC Zone, but requires a Conditional Use Permit (CUP) if there are shelter facilities located within ¼ mile. The applicant conducted an analysis of all development within ¼ mile of the subject property and determined that no such facilities are present within this radius. Parcels 3 and 4 are proposed to be future commercial pads (conceptually shown as restaurants/cafes).

The applicant has also submitted a concurrent Concept Zoning Map Amendment request (PZ-20-00164-04) to rezone the northern 1.10 acres of the subject parcel from HC to (RR) Rural Residential zoning once the parcel is annexed. The purpose of that request is to accommodate an Equestrian Recreational Facility that will provide equine therapy to patients and be an accessory use to the primary Custodial Care Use. City Code Chapter 6-03: Animal Keeping does not allow large livestock (including horses) in the HC zone, but does allow large livestock in the RR zone. The Zoning Code allows Equestrian Recreational Facilities with a CUP in the RR zone. The Zoning Map Amendment case is conditioned on a successful Annexation case.

B. Project Details

As discussed previously, after annexation the subject parcel is proposed to be combined with the approximately 2.15-acre vacant parcel to the south (APN 113-17-011A), which is already inside the city limits. The combined parcels (12.21 acres total) will then be divided into four separate parcels through the subdivision plat process.

Parcel 1 (approximately 8.08 acres) will consist of a rehabilitation substance treatment campus containing 30 beds for detox and 80 beds for residential treatment (40 beds for women and 40 for men). There will be 51,587 square feet of buildings:

- Residential Treat Center (Men): 10,546 square feet building
- Residential Treatment Center (Women): 10, 546 square feet building
- Dining Hall: 4,128 square feet building, 1,670 square feet patio
- Group activities: 5,333 square feet building, 3,116 square feet patio
- Detox: 11,550 square feet building, 1,191 square feet patio
- Administration: 3,231 square feet
- Outpatient Program: 4,453 square feet building, 1,627 square feet patio
- Equestrian Area: 1,800 square feet stable, 700 square feet patio

The buildings are currently proposed to be 1-2 stories and are discussed for reference only. Building floor plans and elevations will be formally reviewed and approved with a future Site Plan application.

Parcel 2 (approximately 2.69 acres) is proposed to contain a 64-bed sober living facility (32 beds for women and 32 beds for men), consisting of 13,922 square feet of new buildings:

- Sober Living (Women): 4,974 square feet
- Sober Living (Men): 4,974 square feet
- Sober Living Management: 3,974 square feet

The buildings are currently proposed to be 1-2 stories and are discussed for reference only. Building floor plans and elevations will be formally reviewed and approved with Site Plan.

Parcel 3 (0.81 acres) and parcel 4 (0.63 acres) will be set aside for future commercial development. On the Concept Plan they are shown as future restaurants/cafes (a 4,400 square-foot building on parcel 3 and a 3,000 square-foot building on parcel 4). These parcels are not intended to be developed at this time. Development on these sites will be approved with future Site Plan submittals for each parcel.

The entire development site is required to meet the resource protection standards for either commercial or residential zones. The HC zone section is required to protect at least 30% of tree resources. The RR zone section is required to protect at least 50% of the tree resources. The site is protecting 63% of tree resources total. Commercial zones require at least 60% of slopes with a 17-24.99% grade to be protected and residential zones require at least 70% protection; the project is protecting 100% of these slopes. There are no slopes steeper than 24.99% on the site.

C. Project History and Next Steps

The applicant submitted for Concept Plan and Concept Plat review prior to submitting Annexation and Concept Zoning Map Amendment applications. The purpose of the Concept Plan/Plat reviews is to determine whether the proposed project conceptually conforms with City Code. The City of Flagstaff Inter-Division Staff (IDS) made this determination and as such deemed both applications to be "Complete with Conditions" (the Concept Plan on March 16, 2021 and the Concept Plat on May 19, 2021).

The applicant will apply for Site Plan review and approval should the City Council approve the Annexation and Concept Zoning Map Amendment applications. Site Plan constitutes a formal approval, which, if obtained, will allow the applicant to apply for Civil Engineering Plans and Building Permit review. The applicant will also be required to receive a Conditional Use Permit (CUP) for the proposed equestrian facilities in the 1.1-acre RR Zone section of Parcel 1. The CUP public hearing before the Planning and Zoning Commission can be scheduled after Site Plan approval.

The applicant will also submit for Final Plat review as part of the Modified Subdivision Process to subdivide the entire 12.21-acre site into four separate parcels. The City Council approves final plats.

II. Required Findings

If this annexation request is approved, the City of Flagstaff corporate limits will expand to include an approximately 10.06-acre parcel that will be designated with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO). The requirements and procedures for annexing real property into the city are provided by Section 9-471 of the Arizona Revised Statutes, the applicable goals and policies set forth in the City's Regional Plan, and Flagstaff Zoning Code Section 10-20.90: Annexations. The Commission shall find that the Annexation request complies with these standards.

A. Arizona State Statute Compliance

Arizona Revised Statute 9-471 sets forth the standards for properties that can be annexed, along with required processes and procedures for cities and towns to annex real property. This statute allows cities and towns to annex property that is contiguous to the exterior boundaries of the city or town into which it will be annexed. Subsection S of ARS 9-471 states that a parcel is considered contiguous if it meets these requirements:

1. The territory is owned by one person
2. The city or town and the owner of the real property agree to the annexation
3. The territory adjoins the exterior boundary of the annexing city or town for at least three hundred feet

The parcel subject to this annexation request meets this requirement. It has just one owner (Flagland LLC), who is also the applicant. The shared boundary between APN 301-50-005G and the current City of Flagstaff corporate boundary is approximately 1,031.16 linear feet.

This statute also requires cities to adopt a zoning classification that permits densities and uses no greater than those permitted by the County immediately before the annexation. The current County zoning is CH-10,000 Commercial Heavy Zone, which requires a 10,000 square foot minimum parcel size. The closest City zoning classification is the HC zone, which allows Custodial Care and Restaurant/Café land uses and has a 9,000 square foot minimum lot area.

Adoption of a similar zoning classification through annexation does not require a separate rezoning ordinance. However, because the applicant is electing to rezone the northern 1.10-acres of the subject parcel as Rural Residential (RR), a separate Concept Zoning Map Amendment is required. The applicant has submitted this application (PZ-20-00164-04) concurrently. Please see the separate Planning and Zoning Commission Zoning Map Amendment Staff Report for more information about the rezoning request.

B. City of Flagstaff Regional Plan 2030 Compliance

All proposed annexations shall be evaluated as to whether the application is consistent with the policies of the General Plan. For clarification, the City's General Plan is titled *Flagstaff Regional Plan 2030* (the Regional Plan). The Regional Plan (Maps 21 and 22 on pages IX-26 through 29) designates this parcel as an Area in White, which retains its existing entitlements. The Regional Plan also identifies this parcel as a future Rural Pedestrian Shed.

The proposed annexation should not be detrimental to most of the persons or property in the surrounding area or the community in general (Regional Plan, pg. III-10). Additionally, the City's basic position regarding annexation is that the annexation must demonstrate a favorable benefit to the taxpayers of the City. The property is currently assessed property tax as at the rate for parcels in unincorporated Coconino County. Once the site is annexed, redeveloped, and the two existing parcels are subdivided into four parcels, the parcels will be assessed property tax at the rate for parcels incorporated into the city limits.

This property is located within the Urban Growth Boundary (UGB) per the Regional Plan. Thus, for the annexation application, staff is not required to analyze all of the Regional Plan goals and policies—just the basic annexation policies as outlined here. The UGB includes all the lands and future land uses that have been included in the City's Arizona Department of Water Resources (ADWR) 100-year adequate water supply designation. The following Regional Plan policies are considered by staff to be the most pertinent to the annexation:

- **Policy LU.7.2 (page IX-32)** - Require unincorporated properties to be annexed prior to the provision of City services, or that a pre-annexation agreement is executed when deemed appropriate.
- **Policy WR.4.3 (page VI-13)** - Development requiring public utility services will be located within the Urban Growth Boundary.

The proposed development, which will be partially located on the currently unincorporated parcel, will require new City water and sewer services once annexed. The proposed annexation is consistent with the relevant goals and policies of the Flagstaff Regional Plan 2030, and furthermore the application complies with all the requirements set forth in the Arizona Revised Statutes related to annexations.

The Regional Plan policies associated with the Concept Zoning Map Amendment case are analyzed as part of the Staff Report for that case and are not included here. This is because the primary uses proposed on the parcel subject to the annexation request—Custodial Care and Restaurant/Café—are allowed in the HC zone. The equine therapy facility is proposed as an accessory use to the primary Custodial Care use.

C. Public Facilities and Service Impact Analysis

One of the requirements of Flagstaff Zoning Code Section 10-20.90: Annexations is for the applicant to include information on how the development will be provided with appropriate levels of infrastructure and services within 10 years after the annexation. The applicant provided the following impact analyses, which were used to determine required infrastructure improvements.

i. Traffic/Right-of-Way Impact

The scope of a Traffic Impact Analysis (TIA) is generally determined by the estimated peak hour trips generated by a development, per the Engineering Standards. According to the Traffic Impact Statement provided by CivTech Inc., the campus and the two commercial pads are anticipated to generate 91 new vehicle trips during the AM peak hour and 96 new vehicle trips during the PM peak hour. A full TIA is required when 100 or more new peak hour trips are generated.

The Impact Statement estimated traffic counts and public transportation usage for the new development by evaluating existing traffic patterns at the applicant's campus in Tucson, AZ, and using standard traffic estimates for sit down restaurants (the applicant selected this use because it is on the higher end of potential traffic counts for the two new commercial pads—parcels 3 and 4—adjacent to the campus). Most new peak hour trips are anticipated to be generated by the commercial pads. Most vehicular traffic to the campus is anticipated to be generated by employees and visitors because no patients will use personal vehicles or take public transportation to access the site. All patient trips will either be in vans operated by the facility or in third party private vehicles (the Tucson facility currently operates a 6-passenger and a 15-passenger van for client travel; the Flagstaff facility intends to do something similar). Further, only two employees are anticipated to use public transportation daily (this estimate was based on employee public transit usage at the Tucson facility).

Transportation Improvements

The Traffic Statement identified the need for two new full-access driveways from North Highway 89 (there is an existing driveway to Blue Ribbon Homes that will be closed when the site redevelops). Both driveways will be served by new right turn lanes. North Highway 89 already includes a continuous left turn lane. The development will dedicate additional right of way to accommodate the right turn lanes as well as edge improvements (5-foot landscaped parkway, 6-foot sidewalk, curb, and gutter).

The project site is not currently serviced by transit. The closest bus stop is located 0.25 miles to the southwest on North Christmas Tree Lane. From there, the bus goes southwest along North Highway 89 to central Flagstaff. The Regional Plan identifies a future express route along North Highway 89.

Pedestrian and bicycle access to the subject property is provided by existing sidewalks and bike lanes on North Highway 89, in addition to the new sidewalk/parkway to be installed by the project adjacent to the site.

The City approved the Traffic Statement on September 2, 2021. Highway 89 is ADOT (Arizona Department of Transportation) right of way, however, which means ADOT will need to provide final review and approval of the construction plans as part of the Site Plan review process.

ii. Water and Sewer Impact Analysis

The City of Flagstaff Water Services Division completed a Water and Sewer System Analysis for the proposed project on October 26, 2021. The proposed development is located within the City of Flagstaff Urban Growth Boundary per the Regional Plan, and can be served by City water and sewer utilities. Currently there is no infrastructure in the ground on-site to support this development, so all on-site sewer and water systems will have to be designed and built. No off-site water or sewer improvements will be required. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.

Water and Sewer Improvements

Currently, all public water infrastructure exists near the property (there is an existing 12-inch water line in North Highway 89 that dead ends at the southern property limits and an 8-inch main in Trails End Drive. These mains fall within the City of Flagstaff pressure Zone 'B'. The City of Flagstaff will provide water and sewer service to this site upon acceptance and dedication of all required public improvements. The 12-inch waterline along North Highway 89 will be extended across the frontage of the property in the public right of way. This line will support several connections to service the proposed development throughout the site: an 8-inch domestic waterline that will provide service to the nine (9) new buildings on site and loop to the 8-inch main in East Trails End Drive, a 4-inch fire sprinkler line, and four fire hydrants.

Sewer service will be provided by a connection to an existing 8-inch sewer line in the southwest corner of the site that flows to East Trails End Drive. The project will be required to extend the 8-inch sewer line from the southern boundary to the northern boundary of the development site to allow for future connections in accordance with Zoning Code section 10-30.50.060.C: Public Improvements.

iii. Stormwater Analysis

The subject property is in FEMA Zone X, which is defined as an area with a minimal flood hazard. The site's overall drainage concept is for stormwater to drain away from the proposed buildings while not having any negative impact on the drainage that enters from, and flows to, adjacent properties. To do this, the development will provide detention (Low Impact Development—LID) to offset additional stormwater runoff associated with an increase in impervious surfaces on the site. To determine required stormwater infrastructure, the applicant has submitted a Preliminary Drainage Report that analyzed the peak discharge rates for the 2-, 10-, and 100- year storms in pre-and post-development conditions.

The Drainage Report divided the drainage of the site into three drainage basins: stormwater runoff entering the existing drainage channel (B1), runoff entering East Trails End Drive (B2), and offsite flows (B3). Drainage Basin B1 includes rehabilitation substance treatment campus, sober living units, one of the future commercial lots, and associated sidewalk and parking areas. The stormwater discharge location for this drainage basin is the existing drainage channel located at the adjacent property boundary next to the Trails End Subdivision. Drainage Basin B2 will include the remainder of the on-site area, which includes the other lot for future development. The stormwater discharge location for this drainage basin is East Trails End Drive. Drainage Basin B3 is the offsite portion of the site on North Highway 89 and East Trails End Drive, which includes the proposed right turn lanes and sidewalks along the frontage roads.

Stormwater Improvements

The Preliminary Drainage Report identified the need for an extended detention basin in the southern portion of the site to provide the required detention/LID storage volume. The site will surface drain where possible and have catch basins and storm drain to convey flows to the extended detention basin. The storm drain infrastructure will be further designed with the Site Plan submittal and Civil Plan review. Based on the proposed site mitigation measures, the development of the site will not have any additional impacts to the downstream drainage conditions.

iv. Schools

The proposed development of the subject site will not affect the local school district.

v. Fire Protection

According to Fire Department staff, the site will be served by Fire Station 3, located at 4500 East Purina Avenue. The site is within the desired response time.

D. Citizen Participation

i. 10-20.30.060: Neighborhood Meeting

The applicant held a virtual neighborhood meeting via Zoom on June 30, 2021 required for Annexation applications per section 10-20.30.060: Neighborhood Meeting of the Zoning Code. Prior to holding the meeting, the applicant submitted a Neighborhood Meeting Plan in compliance with this section that identified the required parties to be notified, notification methods, and how the meeting would be conducted. City Code requires the applicant to notify property owners, citizens, jurisdictions and public agencies within 300 feet of the development or that may be affected by the application, but gives the Planning Director discretion to expand the notification area if deemed necessary. The Planning Director determined that a 600-foot notification radius was appropriate to capture all nearby property owners.

During the meeting the applicant provided background information about the project and answered questions posed by meeting attendees through the meeting chat or verbally. The applicant created a Record of Proceedings, which included background materials shared during the meeting and a list of questions from meeting attendees and responses. This document was provided to meeting attendees and city staff via hard copy mail and email in accordance with city code. Staff was contacted by two community members who requested additional information about the development.

The applicant requested, and received approval from the Planning Director, to waive the requirement for the second neighborhood meeting because the Record of Proceedings was deemed sufficient to address meeting attendees' questions (most of which focused on the details of how the facility would operate).

B. 10-20.30.080: Notice of Public Hearings

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with Arizona State Statute and City Code, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to required government agencies and all property owners within 600 feet (exceeding the minimum of 300 feet) of the site excluding rights-of way. No public comments have been received as of the writing of this report.

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the annexation application meets the required findings for approval: 1) it complies with City Code section 10-20.90: Annexations, 2) it complies with Arizona Revised Statute 9-471, and 3) it meets applicable goals and policies set forth in the City's General Plan, "Flagstaff Regional Plan 2030".

Recommendation

Staff recommends the Planning and Zoning Commission, in accordance with the required findings presented in this report, forward the annexation request to the City Council with a recommendation for approval with the following conditions:

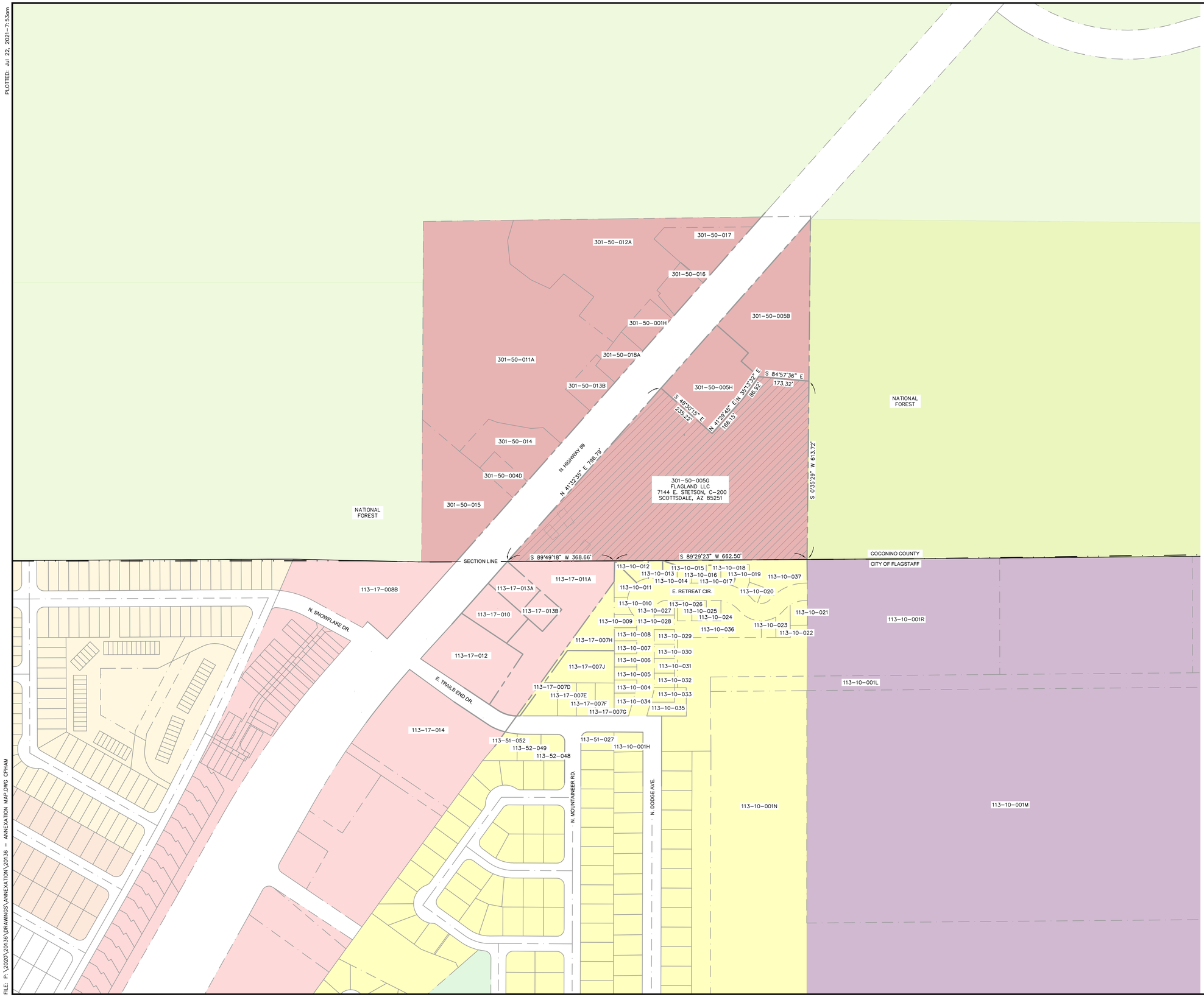
1. The subject property shall enter into the City of Flagstaff corporate limits with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO).

Attachments:

1. Application
2. Blank Annexation Petition and Legal Description
3. Proposed Annexation Map
4. Annexation Narrative
5. Public Hearing Legal Ad

6. Vicinity Map
7. Zoning Vicinity Map
8. Concept Plan, Concept Plat, and Concept Zoning Map Amendment
    - Civil and Architectural Concept Plan
    - Concept Plat, including Preliminary Landscape Calculations and Natural Resource Protection Plan
    - Concept Zoning Map Amendment, including requirement to extend sewer line from Water and Sewer Impact Analysis
9. Concept Building Materials, Elevations, Floor Plans, Civic Space
    - Conceptual materials
    - Admin Building concept floor plans and elevations
    - Detox Building concept floor plans and elevations
    - Group Building concept floor plans and elevations
    - Kitchen/Dining Building concept floor plans and elevations
    - Outpatient Building concept floor plans and elevations
    - Residential Treatment Center Buildings (Women and Men) concept floor plans and elevations
    - Sober Living Management Building concept floor plans and elevations
    - Sober Living Residential Buildings (Women and Men) concept floor plans and elevations
    - Open Space Concepts
10. Public Participation Plan

PLOTTED: Jul 22, 2021-7:53am



LEGEND

PROPERTY TO BE ANNEXED

EXISTING PROPERTY LINE

CITY LIMITS

CITY OF FLAGSTAFF ZONING

R1	SINGLE-FAMILY RESIDENTIAL
MR	MEDIUM DENSITY RESIDENTIAL
MH	MANUFACTURED HOUSING
HC	HIGHWAY COMMERCIAL
HI	HEAVY INDUSTRIAL
PF	PUBLIC FACILITY
"CITY"	CITY OF FLAGSTAFF

COCONINO COUNTY ZONING

AR-5	AGRICULTURAL RESIDENTIAL (5 AC)
AR-2 1/2	AGRICULTURAL RESIDENTIAL (2.5 AC)
CH-10,000	COMMERCIAL HEAVY
"COUNTY"	COCONINO COUNTY

SCALE 1" : 150'
0 75 150

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF ARIZONA

ANNEXATION MAP

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.6934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

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ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

DRAWING NO. AM01

SHT NO. 1 OF 1

C.O.F. Project # PZ 20-00164

FILE: P:\2020\20136\DRAWINGS\ANNEXATION\20136 - ANNEXATION MAP.DWG CPHAM

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001
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928.774.8934 fax
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Engineering an environment of excellence.

PROJECT NARRATIVE
For
FLAGSTAFF REHAB CAMPUS
ANNEXATION & REZONING SUBMITTAL

SWI Project #20136
C.O.F. #PZ-20-00164

Located in NW Quarter of Section 05 and South Half of Section 32,
T 21 N, R 08 E, G&SRM
City of Flagstaff,
Coconino County, Arizona

Prepared for:
Flagland LLC
7144 E. Stetson, C-20
Scottsdale, AZ 85251
(602) 882-7451

Prepared by:
Shephard-Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354

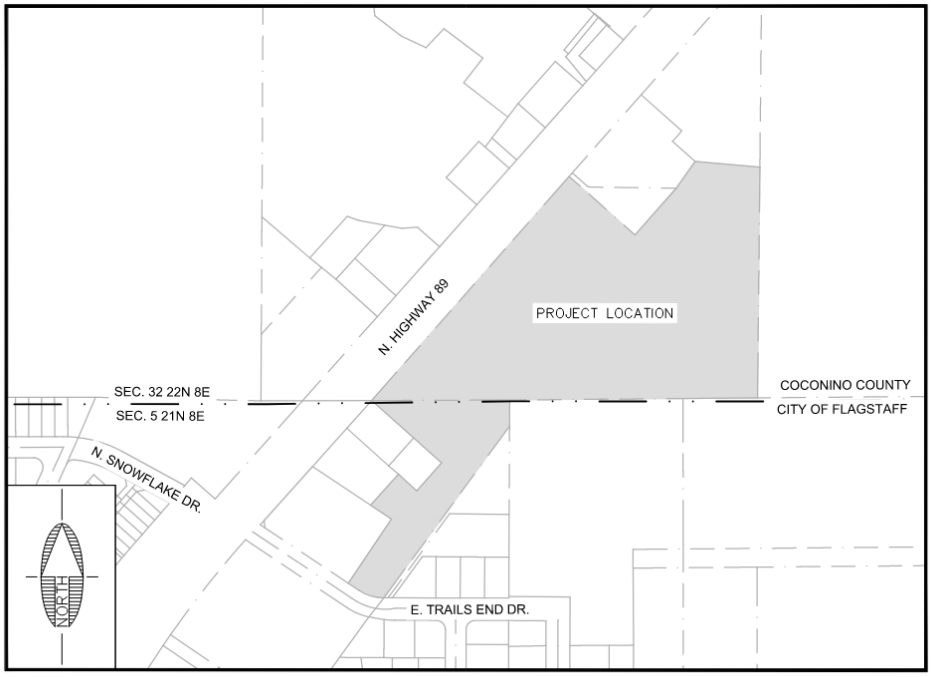
Prepared Date:
June 8, 2021

PROJECT SUMMARY

Flagland LLC is proposing a Flagstaff Rehab Campus that will consist of a Rehabilitation Substance Treatment Campus, sober living units, and two lots for future development. The project is located near the intersection of N. Highway 89 and E. Trails End Drive. Refer to the Vicinity Map below. The overall project encompasses approximately 12.21 acres within two parcels APNs 113-17-011A and 301-50-005G.

The annexation application is specifically for APN 301-50-005G (±10.06 acres). Flagland has the intention of building their facility on the subject property, which is currently located within Coconino County Commercial Heavy (CH-10,000) zone. Flagland LLC would like to annex this County parcel into the City limits in order to construct the campus as part of an overall development that is already within City limits. The parcel will have split zoning that consists of the proposed City zoning districts Highway Commercial (HC) and Rural Residential (RR).

The rezoning application is only for the northeast corner of APN 301-50-005G (±1.10 acres). Flagland LLC has the intention of building an equestrian barn and arena in this corner of the site that will be utilized as part of the patient therapy program. The proposed city zoning district is Rural Residential (RR).



VICINITY MAP
N.T.S.

LEGAL ANALYSIS
The parcel requested to be annexed adheres to ARS 9-471 subsection R. The subject parcel is owned by one person, the City and the owner of the submit parcel agree to the annexation, and the subject parcel adjoins the exterior boundary of the annexing city for at least 300 feet. Therefore, the parcel requested to be annexed complies with ARS 9-471. Refer to the Annexation Map in Appendix A for the parcel dimensions.

LEGAL DESCRIPTION
The legal descriptions for the parcel requested to be annexed and area requested to be rezoned are included in Appendix A.

ECONOMIC IMPACT ANALYSIS
The proposed development will have positive economic impacts to the City with the creation of new job positions and contribute to the economic growth and stability in the community. The Campus will employ in excess of 100 employees in good paying jobs: doctors, nurses, behavioral health technicians, licensed therapists, case managers and support staff. In addition, newly sober community members will become available and willing to fill jobs needed in Flagstaff. The Campus will treat patients covered by Arizona Health Care Cost Containment System (state administered Medicaid), commercial insurance, (e.g. Blue Cross Blue Shield), Tricare (Veterans) and many more. All patients will receive equal quality care. The Campus will also enhance the community's hospitality section as families travel from all over the USA and Canada to admit and visit loved ones. The two proposed lots along Highway 89 provide opportunity for future commercial development.

REGIONAL PLAN ANALYSIS
Refer to Appendix B for the Regional Plan Analysis.

WATER/SEWER IMPACT ANALYSIS
There is an existing 12” water line in N. Highway 89 that dead ends at the southern property limits. This line will be extended along the frontage of the property. Water to the site will be provided with an 8” loop that connects to the existing 12” water line in N. Highway 89 and the existing 8” water line in E. Trails End Drive. Sewer will be provided by a connection to an existing 8” sewer line in the southwest corner of the site. The City provided a WSIA Waiver dated January 22, 2021, which states that the existing facilities have adequate capacity and no additional analysis will be required for this project.

DRAINAGE/STORMWATER IMPACT ANALYSIS
The parcel is within Zone X of FEMA Firm Map #04005C6827G, effective September 3, 2010. Zone X is described as areas determined to be outside the 0.2% annual chance floodplain.

The City requires detention/LID for any commercial development greater than ¼ acre in size. The majority of the existing site is undeveloped. For the drainage analysis, the site was divided into three drainage basins that consist of two on-site and one offsite basin. The south drainage basin (Basin B2) includes the sober living buildings, the north

drainage basin (Basin B1) includes the rest of the campus and the future restaurant pad, and the offsite drainage basin (Basin B3). LID is required for this site and is provided by the reduction in post-development impervious area for Basin B2 and the extended detention basin for Basin B1. Detention is not required for Basin B2 due to the reduction in post-development impervious area. Detention is required for Basin B1 and B3, which will be provided by the extended detention basin. In post-development conditions, there is approximately 139,083 square feet of impervious cover added in Basin B1 and Basin B3. An extended detention basin is proposed to be located in the south portion of the site to provide the required detention/LID storage volume.

The site will be designed to provide positive drainage away from the proposed buildings while not negatively impacting drainage characteristics of the adjacent offsite properties. The majority of the runoff from the site will surface flow towards the southern end of the site before entering E. Trails End Drive. The proposed extended detention basin will discharge into the existing drainage swale located within the Trails End Subdivision before entering E. Trails End Drive. Runoff ultimately enters Penstock Wash. Refer to the Preliminary Drainage Report and Drainage Impact Analysis (DIA) for more information.

TRAFFIC IMPACT ANALYSIS

A Traffic Impact Analysis (TIA) will be performed to satisfy the annexation requirements. The TIA scoping meeting with City staff will determine which intersections will be analyzed with the proposed development.

NATURAL RESOURCE PROTECTION PLAN

The project site does not fall within the resource protection overlay zone; however, the annexation and rezone will require a Natural Resource Protection Plan (NRPP) for APN 301-50-005G. The project will meet the forest preservation rate and steep slope preservation requirements for the entire project for commercial and residential zones.

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, December 8, 2021, at 4:00 p.m., and the Flagstaff City Council will hold Public Hearings on January 4, 2022, January 18, 2022, and February 1, 2022 at 3:00 p.m., to consider the following:

A. Explanation of Matters to be considered:
ANNEXATION: A proposed annexation of approximately 10.06 acres of land to the City of Flagstaff. The annexation is requested to incorporate an existing parcel into the City limit. The parcel is owned by Flagland LLC. The current Coconino County Zoning is CH-10,000 Commercial Heavy Zone. If this annexation is approved, the property will be designated with the Highway Commercial (HC) zone and a Resource Protection Overlay (RPO) to facility the development of a rehabilitation substance treatment campus, sober living units, and two lots for future commercial development. City of Flagstaff case number: PZ-20-00164-03.

CONCEPT ZONING MAP AMENDMENT: A proposed amendment to the Official City of Flagstaff Zoning Map to rezone 1.10 acres of the 10.06-acre parcel from HC zoning with the RPO to Rural Residential (RR) zoning with the RPO for the purpose of constructing a 2,500 square foot equine therapy facility. City of Flagstaff case number: PZ-20-00164-04.

B. How to Participate:
Planning and Zoning Commission meetings are currently being held virtually. For instructions on the virtual meetings visit the following link: https://www.flagstaff.az.gov/2845/Planning-Zoning-Commission.

Contact the Planner listed for maps and information regarding the proposed annexation and rezoning. The City Council hearings for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

Due to the COVID-19 pandemic, Council meetings may be held virtually. At the link below please refer to the posted agenda for any change to the meeting time and how to attend the meeting and submit comments: https://www.flagstaff.az.gov/328/Meetings

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

PROPOSED ANNEXATION AND REZONING MAP



ADDRESS: **7000 North Highway 89**
APN: 301-50-005G
ACRES: Approximately 10.06 Acres (annexation); 1.10 Acres (rezoning) Coconino County

C. General Description of the Affected Area:
Approximately 10.06 acres (annexation) and 1.10 acres within the 10.06 acres (rezoning) located east of North Highway 89, portion of Coconino County Assessor's Parcel Number 301-50-005G, SE 1/4 of the SW 1/4 of Section 32, T22N R8E, of the G&SRM, City of Flagstaff, Coconino County, Arizona.

FOR FURTHER INFORMATION, CONTACT:

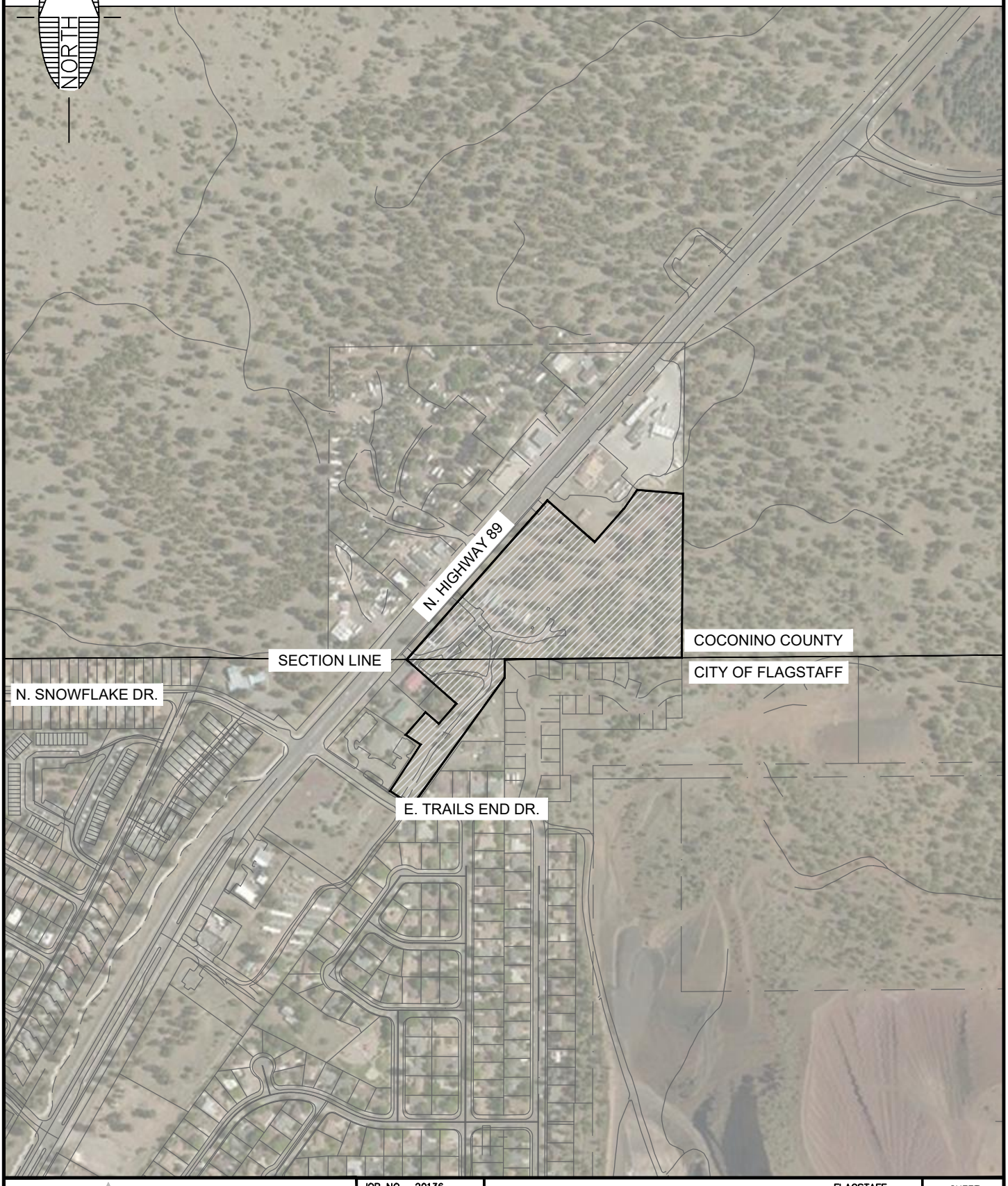
Genevieve Pearthree
Planning & Development Services
211 West Aspen Avenue Flagstaff
Arizona 86001
(928) 213-2603
gpearthree@flagstaffaz.gov

Stephen Irwin
Shephard-Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, Arizona 86001
(928) 773-0354
sirwin@swiaz.com

Publish: November 20, 2021

PLOTTED: Jun 07, 2021–11:05am

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
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JOB NO.	20136
DATE	JUN 21
SCALE	1"=500'
DRAWN	CNP
DESIGN	CNP
CHECKED	SCI

FLAGSTAFF REHAB CAMPUS — FLAGSTAFF ARIZONA

VICINITY MAP

SHEET 1 OF 1

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 – VICINITY MAP.DWG CPHAM

PLOTTED: Feb 18, 2021-10:58am

CIVIL CONCEPT PLAN
FOR
SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY
FLAGSTAFF, ARIZONA

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER 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:

WATER SERVICES DIRECTOR

BY: _____ DATE:

AUTHORIZATION TO CONSTRUCT:

THE SIGNATURES ABOVE ARE REQUIRED BEFORE THE CONTRACTOR CAN COMMENCE. UNSIGNED, THESE PLANS HAVE NOT BEEN COMPLETED WITH RESPECT TO AGENCY REVIEW AND APPROVAL.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY: _____ DATE:

UNISOURCE ENERGY SERVICES

BY: _____ DATE:

CENTURYLINK

BY: _____ DATE:

ALTICE USA

BY: _____ DATE:

UTILITY COMPANY CONTACTS

APS
CONTACT: MEGAN MCCARTHY
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
MEGAN.MCCARTHYS@APS.COM
PHONE: (928) 773-6446

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226-2269

CENTURYLINK
CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@CENTURYLINK.COM
PHONE: (928) 779-4935

ALTICE USA
CONTACT: SANFORD YAZZIE
1601 SOUTH PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266-0672

RESOURCE PRESERVATION

APN 113-17-011A DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. APN 301-50-005G DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. HOWEVER, AN ANNEXATION WILL REQUIRE A RESOURCE PROTECTION PLAN FOR APN 301-50-005G.

IMPERVIOUS AREA SUMMARY

PRE-DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 6,515 SF
PRE-DEVELOPMENT IMPERVIOUS AREA (ONSITE-ARC) = 9,115 SF
PRE-DEVELOPMENT IMPERVIOUS AREA (ONSITE-SOBER LIVING) = 39,059 SF

POST-DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 14,815 SF
POST-DEVELOPMENT IMPERVIOUS AREA (ONSITE-ARC) = 139,898 SF
POST-DEVELOPMENT IMPERVIOUS AREA (ONSITE-SOBER LIVING) = 38,260 SF

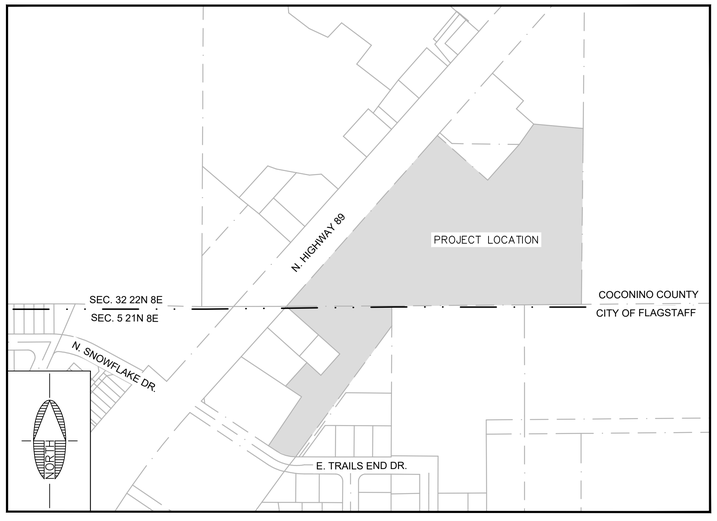
FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6827G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SOURCE OF PROJECT INFORMATION

TOPOGRAPHIC DATA WAS PROVIDED BY APEX LAND SURVEYS ON APRIL 16, 2020.

BOUNDARY INFORMATION IS BASED ON AN ALTA PREPARED BY EXTREME MEASURES LAND SURVEY, INC. ON MARCH 13, 2020.



VICINITY MAP
N.T.S.

LEGEND

- LOT LINE
- ROW
- EASEMENT
- 8"SS — GRAVITY SEWER LINE
- 8"W — PUBLIC WATER LINE
- STORM DRAIN PIPE
- LOT BOUNDARY
- FIRE HYDRANT
- WATER METER
- SEWER MANHOLE
- GATE VALVE
- DRAINAGE ARROW
- PROPOSED SEWER SERVICE
- PROPOSED WATER SERVICE
- EX. LOT LINE
- EX. EASEMENT
- 6945 — EX. INDEX CONTOUR
- 8"W — EX. WATER LINE
- EX. SEWER LINE
- G — EX. GAS
- S — EX. STORM DRAIN
- UGE — EX. UNDERGROUND UTIL.
- OHE — EX. OVERHEAD UTIL.
- SECTION LINE
- EX. ROAD STRIPING
- WV — EX. WATER VALVE
- EX. SIGNAGE
- EX. LIGHT POLE
- 5088778 — EX. ELECTRIC BOX
- EX. DRAINAGE ARROW

PROJECT OWNER/DEVELOPER:

AMERICAS REHAB CAMPUSES
MIKE ZIPPRICH
7144 E. STETSON, C-200
SCOTTSDALE, AZ 85251
(602)-882-7451

PROPERTY INFORMATION:

ADDRESS: 7000 N. HIGHWAY 89
APNS: 301-50-005G (10.06± ACRES)
113-17-011A (2.15± ACRES)
EXISTING ZONING: HIGHWAY COMMERCIAL & CH-1000

PROJECT ENGINEER:

SHEPHARD-WESNITZER, INC.
STEPHEN IRWIN
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

PROJECT ARCHITECT:

PAUL D. BUSTAMANTE
16 E. ROUTE 66, SUITE 202
FLAGSTAFF, AZ 86001

SHEET INDEX		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	CVR	COVER SHEET
2	CP01	BOUNDARY EXHIBIT
3	CP02	OVERVIEW UTILITY AND DRAINAGE PLAN
4	CP03	CONCEPT PLAN
5	NRPP	PRELIMINARY NRPP
–	–	ALTA

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY — FLAGSTAFF ARIZONA

COVER SHEET

JOB NO: 20136
DATE: FEB 21
SCALE: N/A
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

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Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swiaz.com
SWI Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

DRAWING NO.
CVR

SHT NO. 1 OF 5

FILE: P:\2020\20136\DRAWINGS\CONCEPT PLAN\20136-COVER SHEET.DWG HSCHNZEBELEN

PLOTTED: Feb 18, 2021–10:58am

PRELIMINARY

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FILE: P:\2020\20136\DRAWINGS\CONCEPT PLAN\20136-BOUNDARY SHEET.DWG HSCHINCOBELEN

FLAGSTAFF
ARIZONA

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

BOUNDARY EXHIBIT

JOB NO:	20136
DATE:	FEB 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

Shephard Wesnitzer, Inc.
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110 W. Dale Avenue
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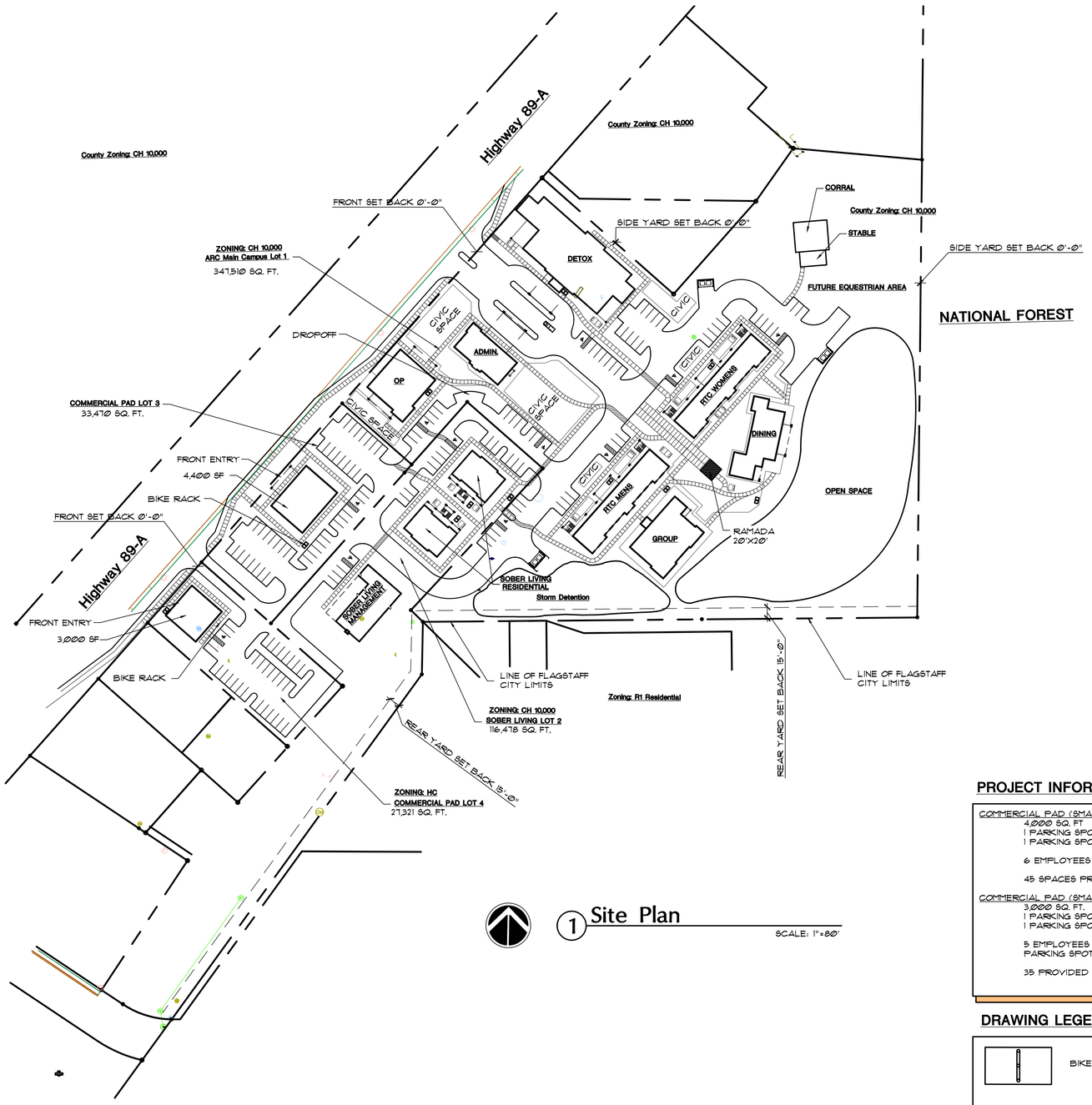
Call at least two full working days before you excavate (602) 263-1100

ARIZONA811 Arizona Blue Stake, Inc.

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

DRAWING NO.
CP01

SHT NO. 2 OF 5



1 Site Plan

SCALE: 1"=80'

PROJECT INFORMATION:

PROJECT SUMMARY:

SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY

LOCATION: HIGHWAY 89-A

APN: 301-50-006, 113-17-011A

SIZE AREA: 10.053 & 2.14 ACRES

BUILDING SQ. FOOTAGE:

MAIN CAMPUS:
- DETOX:
  - BUILDING - 11,550
  - PATIO - 1,191 (OPEN SPACE)
  - TOTAL = 12,741
- ADMINISTRATION: 3,231
- OP: (OUT PATIENT)
  - BUILDING - 4,453
  - PATIO - 1,627 (OPEN SPACE)
  - TOTAL = 6,080
- RTC MENS: (1ST & 2ND FLOOR) = 10,546
- RTC WOMENS: (1ST & 2ND FLOOR) = 10,546
- GROUP:
  - BUILDING - 5,333
  - PATIO - 3,116 (OPEN SPACE)
  - TOTAL = 8,449
- DINING/KITCHEN:
  - BUILDING - 4,128
  - PATIO - 1,670 (OPEN SPACE)
  - TOTAL = 5,798
- SOBER LIVING MANAGEMENT - 3,974
- SOBER LIVING WOMENS - (1ST & 2ND FLOOR) = 4,974
- SOBER LIVING MENS - (1ST & 2ND FLOOR) = 4,974

ZONING: H-C

OCCUPANCY GROUP:

TYPE OF CONSTRUCTION: V-B (1 HOUR, SPRINKLED)

PARKING:

INSTITUTIONAL RESIDENTIAL: 1 SPACE PER 6 BEDS, PLUS 1 SPACE PER EMPLOYEE

- MEN RTC:
  - 40 BEDS = 7 SPACES REQUIRED
  - 3 STAFF = 3 SPACES
- WOMENS RTC:
  - 40 BEDS = 7 SPACES REQUIRED
  - 3 STAFF = 3 SPACES
- DINING:
  - 5 STAFF = 5 SPACES
- GROUP:
  - 6 STAFF = 6 SPACES
- OUT PATIENT (OP):
  - 5 STAFF = 5 SPACES
- LOBBY/ADMIN:
  - 6 STAFF = 6 SPACES
- DETOX:
  - 30 BEDS = 5 SPACES REQUIRED
  - 7 STAFF = 7 SPACES
- HOUSE KEEPING/MAINTENANCE:
  - 8 STAFF = 8 SPACES REQUIRED
- SOBER LIVING MANAGEMENT:
  - 3 STAFF = 3 SPACES
- SOBER LIVING WOMENS:
  - 32 BEDS = 5 SPACES REQUIRED
  - 2 STAFF = 2 SPACES
- SOBER LIVING MENS:
  - 32 BEDS = 5 SPACES REQUIRED
  - 2 STAFF = 2 SPACES

TOTAL MAIN CAMPUS PARKING REQUIRED: 62 SPACES
TOTAL SOBER LIVING CAMPUS PARKING REQUIRED: 17 SPACES
TOTAL ADA PARKING REQUIRED: 5 SPACES, 8 PROVIDED
OVERALL TOTAL PARKING PROVIDED: 83 SPACES

83 X .05 = 4 BIKE RACKS REQUIRED
9 BIKE RACKS PROVIDED (3 COVERED)

1. SIZE OF LOTS:
   - MAIN CAMPUS LOT 1 = 350,256 SQ. FT.
   - SOBER LIVING LOT 2 = 116,478 SQ FT.
2. FAR FOR HC MAX 3.0
   - CAMPUS TOTAL BUILDING S.F. = 48,189
   - FAR = 48,189 / 437,909 = 0.11
3. HC SETBACKS:
   - FRONT SET BACK - 0'-0" MIN
   - SIDE SET BACK - 0'-0" MIN,
   - REAR SET BACK, ADJACENT TO RESIDENTIAL - 15'-0" MIN
4. OPEN SPACE
   - CAMPUS OVERALL SQ. FOOTAGE = 353,356
   - 15% REQUIRED OPEN SPACE = 53,003 SQ. FT
   - PROVIDED OPEN SPACE = DECK/PATIO = 16,053, PLUS 58,832 OPEN SPACE =74,832

BUILDING FORM:
- HEIGHT 2 STORIES
- OVERALL HEIGHT - DINING, RTC MEN AND WOMEN, SOBER LIVING MEN AND WOMEN = 2 STORIES
- ALL OTHERS, SINGLE STORY.

CIVIC SPACE INFORMATION (LANDSCAPE OASIS):

MAIN CAMPUS SITE SQ. FT. = 350,256
350,256 X .05 = 17,513 REQUIRED, 18,000 PLUS SQ FT PROVIDED

SOBER LIVING CAMPUS SITE SQ. FT = 116,478
116,478 X .05 = 5,824 REQUIRED, 6,000 SQ. FT PROVIDED

PROJECT INFORMATION CONT.

COMMERCIAL PAD (SMALL RESTAURANT) LOT 3:
- 4,000 SQ. FT
- 1 PARKING SPOT PER 100 GSF
- 1 PARKING SPOT PER EMPLOYEE

6 EMPLOYEES + 40 SPOTS = 46 REQ.

45 SPACES PROVIDED + 1 BIKE RACK

COMMERCIAL PAD (SMALL RESTAURANT) LOT 4:
- 3,000 SQ. FT.
- 1 PARKING SPOT PER 100 GSF
- 1 PARKING SPOT PER EMPLOYEE

5 EMPLOYEES + 30 SPOTS = 35 PARKING SPOTS REQUIRED

35 PROVIDED PLUS ONE BIKE RACK

DRAWING LEGEND

- BIKE RACK
- DUMPTER
- CIVIC SPACE LANDSCAPE OASIS

pb architecture consultation development
16 east route 66 suite 202
flagstaff, arizona 86001
(928) 774-2444
email:PDBarchitect@aol.com
paul d. bushemanville architect

Substance Abuse/Mental Health Facility
Highway 89-A
Flagstaff, AZ

PRELIMINARY NOT FOR CONSTRUCTION

Revisions	By

Drawn: LJ, JM

Date: February 17, 2021

Job No:

SHEET
A-SITE

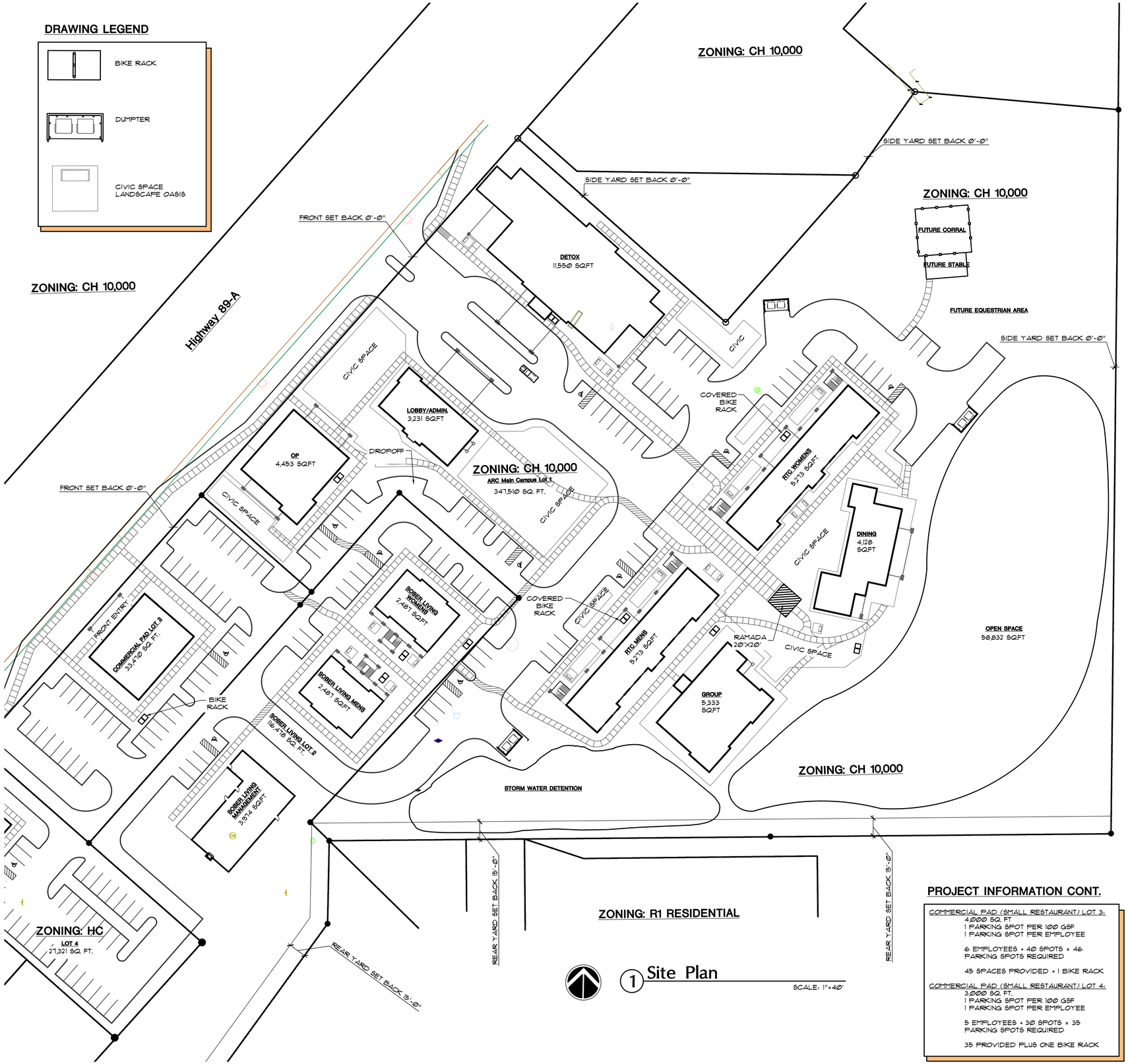
SITE PLAN
SCALE: 1"=80'

DRAWING LEGEND

BIKE RACK

DUMPTER

CIVIC SPACE
LANDSCAPE OASIS



1 Site Plan

SCALE: 1"=40'

PROJECT INFORMATION CONT.

COMMERCIAL PAD (SMALL RESTAURANT) LOT 3:
4,000 SQ. FT
1 PARKING SPOT PER 100 GSF
1 PARKING SPOT PER EMPLOYEE

6 EMPLOYEES + 40 SPOTS = 46
PARKING SPOTS REQUIRED

45 SPACES PROVIDED + 1 BIKE RACK

COMMERCIAL PAD (SMALL RESTAURANT) LOT 4:
3,000 SQ. FT.
1 PARKING SPOT PER 100 GSF
1 PARKING SPOT PER EMPLOYEE

5 EMPLOYEES + 30 SPOTS = 35
PARKING SPOTS REQUIRED

35 PROVIDED PLUS ONE BIKE RACK

PROJECT INFORMATION:

PROJECT SUMMARY:

SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY

LOCATION: HIGHWAY 89-A

APN: 301-50-006, 113-17-011A

SIZE AREA: 10.053 ± 2.14 ACRES

BUILDING SQ. FOOTAGE:

MAIN CAMPUS:
DETOX:
BUILDING - 11,550
PATIO - 1,191 (OPEN SPACE)
TOTAL = 12,741

ADMINISTRATION: 3,231

OP: (OUT PATIENT)
BUILDING - 4,453
PATIO - 1,627 (OPEN SPACE)
TOTAL = 6,080

RTC MENS: (1ST & 2ND FLOOR) = 10,546

RTC WOMENS: (1ST & 2ND FLOOR) = 10,546

GROUP:
BUILDING - 5,333
PATIO - 3,116 (OPEN SPACE)
TOTAL = 8,449

DINING/KITCHEN:
BUILDING - 4,128
PATIO - 1,670 (OPEN SPACE)
TOTAL = 5,798

SOBER LIVING MANAGEMENT - 3,974

SOBER LIVING WOMENS - (1ST & 2ND FLOOR) = 4,974

SOBER LIVING MENS - (1ST & 2ND FLOOR) = 4,974

ZONING: H-C

OCCUPANCY GROUP:

TYPE OF CONSTRUCTION: V-B (1 HOUR, SPRINKLED)

PARKING:

INSTITUTIONAL RESIDENTIAL: 1 SPACE PER 6 BEDS, PLUS 1 SPACE PER EMPLOYEE

MEN RTC:
40 BEDS = 7 SPACES REQUIRED
3 STAFF = 3 SPACES

WOMENS RTC:
40 BEDS = 7 SPACES REQUIRED
3 STAFF = 3 SPACES

DINING:
5 STAFF = 5 SPACES

GROUP:
6 STAFF = 6 SPACES

OUT PATIENT (OP):
5 STAFF = 5 SPACES

LOBBY/ADMIN:
6 STAFF = 6 SPACES

DETOX:
30 BEDS = 5 SPACES REQUIRED
7 STAFF = 7 SPACES

HOUSE KEEPING/MAINTENANCE:
8 STAFF = 8 SPACES REQUIRED

SOBER LIVING MANAGEMENT:
3 STAFF = 3 SPACES

SOBER LIVING WOMENS:
32 BEDS = 5 SPACES REQUIRED
2 STAFF = 2 SPACES

SOBER LIVING MENS:
32 BEDS = 5 SPACES REQUIRED
2 STAFF = 2 SPACES

TOTAL MAIN CAMPUS PARKING REQUIRED: 62 SPACES
TOTAL SOBER LIVING CAMPUS PARKING REQUIRED: 17 SPACES
TOTAL ADA PARKING REQUIRED: 5 SPACES, 8 PROVIDED
OVERALL TOTAL PARKING PROVIDED: 83 SPACES

83 X .05 = 4 BIKE RACKS REQUIRED
9 BIKE RACKS PROVIDED (3 COVERED)

1. SIZE OF LOTS:

MAIN CAMPUS LOT 1 = 350,256 SQ. FT.
SOBER LIVING LOT 2 = 116,478 SQ. FT.

2. FAR FOR HC MAX 3.0

CAMPUS TOTAL BUILDING S.F. = 48,189
FAR = 48,189 / 437,309 = 0.11

3. HC SETBACKS:
FRONT SET BACK - 0'-0" MIN
SIDE SET BACK - 0'-0" MIN.
REAR SET BACK, ADJACENT TO RESIDENTIAL - 15'-0" MIN

4. OPEN SPACE
CAMPUS OVERALL SQ. FOOTAGE = 353,356
15% REQUIRED OPEN SPACE = 53,003 SQ. FT
PROVIDED OPEN SPACE = DECK/PATIO = 16,053, PLUS 58,832 OPEN SPACE =74,832

BUILDING FORM:
HEIGHT 2 STORIES
OVERALL HEIGHT - DINING, RTC MEN AND WOMEN, SOBER LIVING MEN AND WOMEN = 2 STORIES
ALL OTHERS, SINGLE STORY.

CIVIC SPACE INFORMATION (LANDSCAPE OASIS):

MAIN CAMPUS SITE SQ. FT. = 350,256
350,256 X .05 = 17,513 REQUIRED, 18,000 SQ FT PROVIDED

SOBER LIVING CAMPUS SITE SQ. FT = 116,478
116,478 X .05 = 5,824 REQUIRED, 6,000 SQ. FT PROVIDED

pb architecture consultation development
16 east route 66 suite 202
flagstaff, az 86001
tel: 928.774.3444
email:PDBarchitect@aol.com
paul d. bustamante
architect

Substance Abuse/Mental Health Facility
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ, JM

Date: February 17, 2021

Job No:

SHEET
A-SITE

SITE PLAN
SCALE: 1"=40'

PLOTTED: May 13, 2021–8:48am

CONCEPTUAL PLAT
FOR
SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY
FLAGSTAFF, ARIZONA

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

PROJECT OWNER/DEVELOPER:

FLAGLAND LLC
MIKE ZIPPRICH
7144 E. STETSON, C–200
SCOTTSDALE, AZ 85251
(602)–882–7451

PROPERTY SURVEYOR:

SHEPHARD–WESNITZER, INC.
AARON BORLING
110 W. DALE AVE
FLAGSTAFF, AZ 86001
(928) 773–0354

PROJECT ENGINEER:

SHEPHARD–WESNITZER, INC.
STEPHEN IRWIN
110 W. DALE AVE
FLAGSTAFF, AZ 86001
(928) 773–0354

PROJECT ARCHITECT:

PAUL D. BUSTAMANTE
16 E. ROUTE 66, SUITE 202
FLAGSTAFF, AZ 86001

SHEET INDEX		
SHEET NO.	DRAWING NO.	SHEET TITLE
1	CVR	COVER SHEET
2	CP01	CONCEPTUAL PLAT (1)
3	CP02	OVERALL UTILITY & DRAINAGE PLAN & SITE ANALYSIS
4	CP03	CONCEPTUAL PLAT & PRELIMINARY LANDSCAPE PLAN
5	CP04	LANDSCAPE, PARKING & CLEAR VIEW ZONE TABLES
6	NRPP	NATURAL RESOURCE PROTECTION PLAN

BASIS OF BEARING

NORTH 89–57–48 WEST, 368.66' FROM THE SOUTHWEST CORNER OF ASSESSOR'S PARCEL 301–50–005G OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA. ACCORDING TO AN ALTA/NSPS LAND TITLE SURVEY, JOB NO. 20–10, PREPARED BY ALISA TEMPLETON OF EXTREME MEASURES LAND SURVEY, INC. IN MARCH 2020.

LEGAL DESCRIPTIONS

ASSESSOR'S PARCEL NUMBER 301–50–005G ACCORDING TO INSTRUMENT NUMBER 3491557

ASSESSOR'S PARCEL NUMBER 113–17–011A ACCORDING TO INSTRUMENT NUMBER 3238727 OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

IMPERVIOUS AREA SUMMARY

PRE–DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 6,515 SF
PRE–DEVELOPMENT IMPERVIOUS AREA (PARCEL NO. 1) = 9,634 SF
PRE–DEVELOPMENT IMPERVIOUS AREA (PARCEL NO. 2, 3, 4) = 38,540 SF

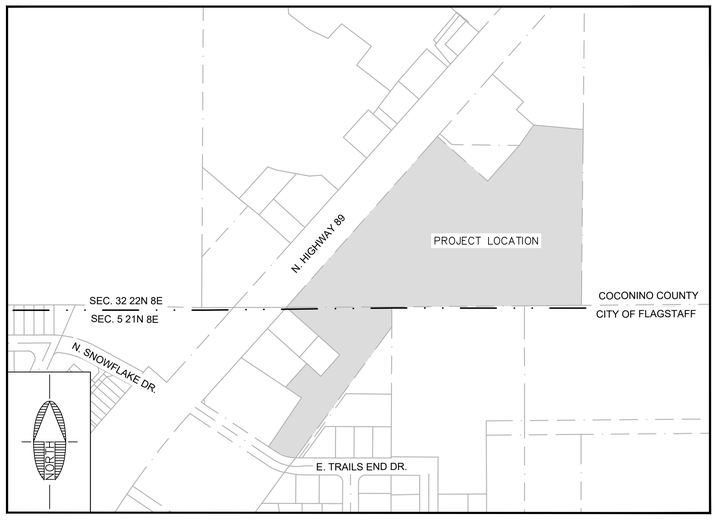
POST–DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 14,815 SF
POST–DEVELOPMENT IMPERVIOUS AREA (PARCEL NO. 1) = 144,191 SF
POST–DEVELOPMENT IMPERVIOUS AREA (PARCEL NO. 2, 3, 4) = 38,709 SF

RESOURCE PRESERVATION

APN 113–17–011A DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. APN 301–50–005G DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. HOWEVER, AN ANNEXATION WILL REQUIRE A RESOURCE PROTECTION PLAN FOR APN 301–50–005G.

FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6827G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.



VICINITY MAP
N.T.S.

LEGEND

- LOT LINE
- ROW
- EASEMENT
- 8"SS — GRAVITY SEWER LINE
- 8"W — PUBLIC WATER LINE
- STORM DRAIN PIPE
- LOT BOUNDARY
- FIRE HYDRANT
- WATER METER
- SEWER MANHOLE
- GATE VALVE
- DRAINAGE ARROW
- PROPOSED SEWER SERVICE
- PROPOSED WATER SERVICE
- EX. LOT LINE
- EX. EASEMENT
- 6945 — EX. INDEX CONTOUR
- 8"W — EX. WATER LINE
- EX. SEWER LINE
- G — EX. GAS
- S — EX. STORM DRAIN
- UGE — EX. UNDERGROUND UTIL.
- OHE — EX. OVERHEAD UTIL.
- SECTION LINE
- EX. ROAD STRIPING
- WV — EX. WATER VALVE
- EX. SIGNAGE
- EX. LIGHT POLE
- 5058778 — EX. ELECTRIC BOX
- EX. DRAINAGE ARROW

PROJECT INFORMATION

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY
7000 N. HIGHWAY 89
FLAGSTAFF, AZ 86004

ASSESSOR'S PARCEL NO. 301–50–005G
113–17–011A

1. 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. 41–90000.0002.
2. ALL UTILITIES, INCLUDING STREET LIGHT AND ELECTRIC LINES INSTALLED WITH THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
3. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDINANCES.
4. THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS FOR 'SUBSTANCE ABUSE & MENTAL HEALTH FACILITY' SHALL BE RECORDED IN THE OFFICE OF THE COCONINO COUNTY RECORDER AND ARE HEREBY INCORPORATED AS A PART OF THIS PLAT.
5. 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: REMOVABLE WOOD, WIRE OR SECTION TYPE FENCING; CONSTRUCTION, STRUCTURES OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.
6. TOPOGRAPHIC DATA WAS PROVIDED BY APEX LAND SURVEYS ON APRIL 16, 2020. BOUNDARY INFORMATION IS BASED ON AN ALTA PREPARED BY EXTREME MEASURES LAND SURVEY, INC. ON MARCH 13, 2020.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY: _____ DATE: _____

UNISOURCE ENERGY SERVICES

BY: _____ DATE: _____

CENTURYLINK

BY: _____ DATE: _____

ALTICE USA

BY: _____ DATE: _____

UTILITY COMPANY CONTACTS

APS
CONTACT: MEGAN MCCARTHY
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
MEGAN.MCCARTHYS@APS.COM
PHONE: (928) 773–6446

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

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20–00164

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY — FLAGSTAFF ARIZONA

COVER SHEET

JOB NO: 20136
DATE: MAY 21
SCALE: N/A
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

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

SWI Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

DRAWING NO.
CVR

SHT NO. 1 OF 6

FILE: P:\2020\20136\DRAWINGS\PLATS\CONCEPT\20136-COVER SHEET.DWG CPHAM

PLOTTED: May 13, 2021–8:48am

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CONCEPTUAL PLAT

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

FLAGSTAFF ARIZONA

LEGEND

- PARCEL BOUNDARY
- R.O.W. LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- ZONING SPLIT
- HIGHWAY COMMERCIAL (HC)
- RURAL RESIDENTIAL (RR)

N. HIGHWAY 89

EXISTING 134' R.O.W.

APN 301-50-011A (NOT A PART)

APN 301-50-013B (NOT A PART)

APN 301-50-005H (NOT A PART)

APN 301-50-014 (NOT A PART)

APN 301-50-004D (NOT A PART)

APN 301-50-015 (NOT A PART)

N 41°32'35" E 118.69'

S 48°30'15" E 235.22'

N 41°29'45" E 166.15'

N 35°13'37" E 86.92'

S 84°57'36" E 173.32'

S 0°35'31" W 613.72'

EXISTING ELECTRIC EASEMENT DKT 174 PG 446 EX 18

26' P.U.E. DEDICATED HEREON

ZONING SPLIT

8' P.U.E. DEDICATED HEREON

26' PUBLIC ACCESS EASEMENT DEDICATED HEREON

20' P.U.E. DEDICATED HEREON

10' P.U.E. DEDICATED HEREON

PARCEL NO. 1
8.08 ACRES
ZONING: 1.09 ACRES HC
& 6.99 ACRES RR

285.24'

S 48°39'19" E 124.06'

112.16'

S 48°39'19" E 134.81'

284.36'

PARCEL NO. 3
0.81 ACRES

PARCEL NO. 2
2.69 ACRES

N 41°32'35" E 284.36'

S 41°54'11" W 259.53'

EXISTING 8' ELECTRIC EASEMENT DKT 934 PG 998

EXISTING ELECTRIC EASEMENT DKT 174 PG 446 EX 18

EXISTING 136' R.O.W.

108.49'

124.06'

SECTION LINE

26' PUBLIC ACCESS EASEMENT DEDICATED HEREON

COCONINO COUNTY

CITY OF FLAGSTAFF

S 45°34'47" E 22.48'

S 89°29'23" W 662.50'

EXISTING 35'X50' DRIVEWAY EASEMENT DKT 2038 PG 796 EX 30

PARCEL NO. 4
0.63 ACRES

N 48°39'19" W 127.57'

S 1°08'23" W 70.31'

EXISTING 40' P.U.E. INST. NO. 3818543

N 48°25'36" W 249.82'

APN 113-17-013A (NOT A PART)

109.52'

APN 113-17-013B (NOT A PART)

APN 113-17-010 (NOT A PART)

S 48°25'49" E 65.31'

N 41°28'13" E 100.13'

N 41°34'34" E 112.49'

EXISTING 25' GAS EASEMENT DKT 512 PG 380

APN 113-17-07H (NOT A PART)

TRAILS END RETREAT (NOT A PART)

APN 113-10-001R (NOT A PART)

N 56°19'49" W 67.44'

EXISTING 16' P.U.E. 2170/27

APN 113-17-012 (NOT A PART)

EXISTING 10' SEWER EASEMENT DKT 479 PG 186 EX 20

N 35°55'43" E 571.40'

APN 113-17-07J (NOT A PART)

EXISTING 10' SEWER EASEMENT DKT 479 PG 186 EX 20

N 33°34'56" E 208.29'

EXISTING 16' P.U.E. 2170/27

APN 113-17-07D (NOT A PART)

N 56°21'56" W 34.94'

L=68.83, R=120.00
Δ=32°51'50"

APN 113-17-014 (NOT A PART)

E. TRAILS END DR.

SCALE 1" : 60'
0 30 60

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

JOB NO:	20136
DATE:	MAY 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

NO.	DESCRIPTION	DATE	BY

REVISIONS

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

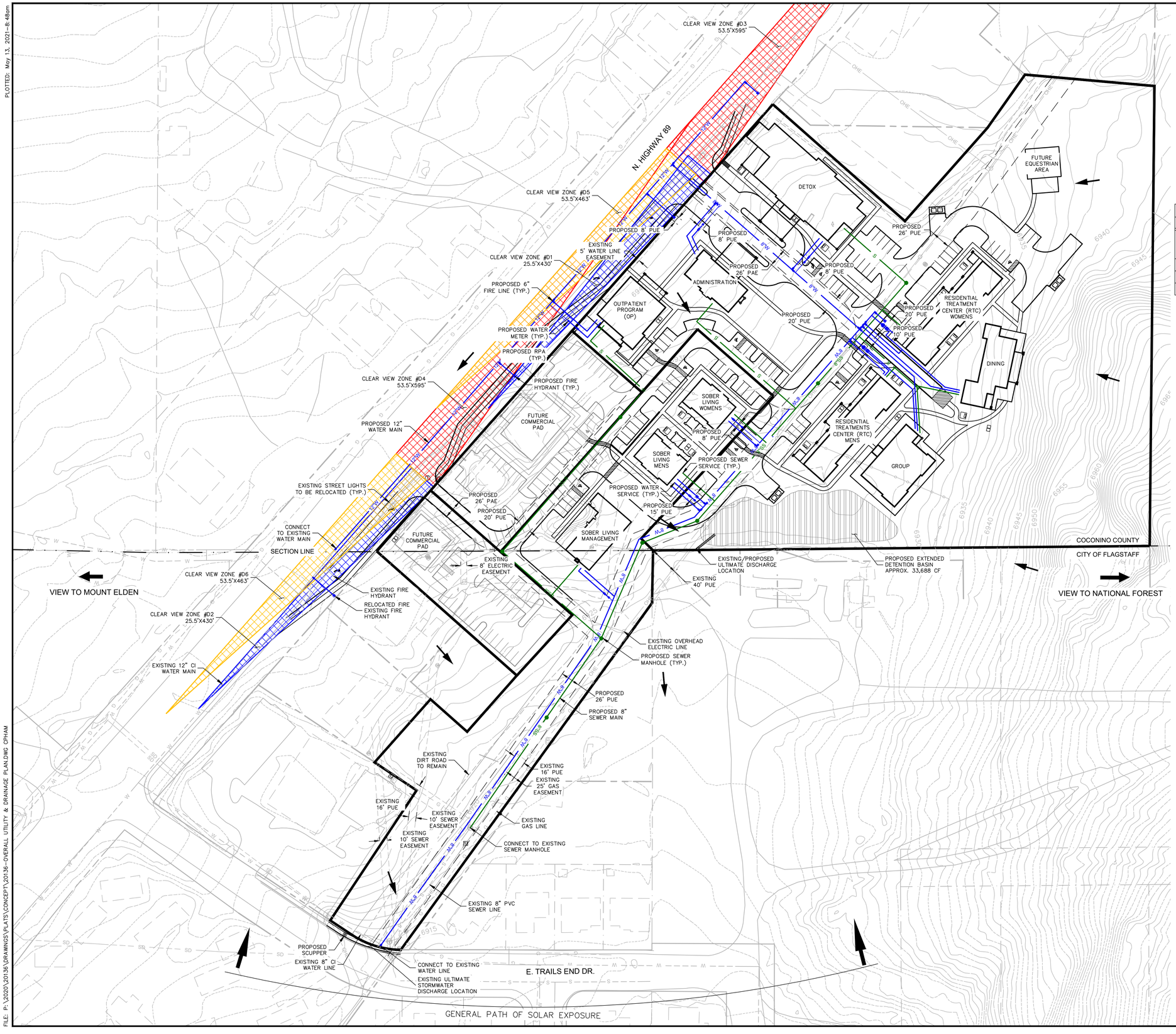
SWI Shephard Wesnitzer, Inc.

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. CP01

SHT NO. 2 OF 6

PLOTTED: May 13, 2021 - 8:48am



SITE ANALYSIS:

A. EXISTING TOPOGRAPHY OF PROJECT SITE AS SHOWN. SITE SLOPES DO NOT EXCEED 24.99%.
B. SOLAR ORIENTATION AS SHOWN ON BOTTOM OF SHEET.
C. EXISTING VEGETATION IS PONDEROSA PINE TREES AS SHOWN
D. VIEW CORRIDORS NOTICEABLE FROM THE SITE INCLUDE THE RESIDENTIAL COMMUNITY OF MOUNT ELDEN TO THE WEST AND THE RESIDENTIAL COMMUNITY OF NATIONAL FOREST TO THE EAST. THE SITE IS ACCESSIBLE AND VIEWABLE FROM NORTH HIGHWAY 89.
E. CLIMATIC CONSIDERATIONS FOR THE PROJECT SITE: THE PREVAILING WINDS ARE GENERALLY FROM THE SOUTHWEST AND AT 7,000 FEET FLAGSTAFF EXPERIENCES SNOW AND LARGE TEMPERATURE SWINGS. AS A RESULT OF REOCCURRING FREEZE/THAW CYCLES, PEDESTRIAN WALKWAYS WILL AVOID THE NORTH SIDE OF BUILDINGS AS MUCH AS POSSIBLE. THE SITE EXPERIENCES A LOT OF EXPOSURE. PRECIPITATION NATURALLY RUNS TO THE SOUTHEAST SIDE OF THE SITE. FLAGSTAFF SUBSURFACE CONDITIONS GENERALLY CONSIST OF ROCK AND/OR CLAY MATERIAL, IT IS EXPECTED THAT THIS SITE WILL BE THE SAME. ALL DESIGN WILL BE PER THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.
G. THERE ARE NO EXISTING SWALES & STREAM CORRIDORS FOR THIS PROJECT.
H. THE PROJECT IS SURROUNDED BY NATIONAL FOREST TO THE EAST, A RV PARK ACROSS HIGHWAY 89 TO THE WEST, A RESIDENTIAL COMMUNITY TO THE SOUTH AND A CAFE AND GAS STATION TO THE NORTH.

Impervious Area & LID Analysis					
				LID Required Depth (ft)	0.0833
Basin ID	Basin Area (sf)	Existing Impervious Area (sf)	Proposed Impervious Area (sf)	Net Impervious Area (sf)	Required LID Volume (sf)
A1	380,661	9,634	144,191	134,557	11,213
B1	155,022	38,540	38,079	-461	-38
C1	25,540	6,515	14,815	8,300	692

NOTES:

1. SHARED PARKING AGREEMENTS AND CROSS ACCESS EASEMENTS ARE NEEDED FOR THIS PROJECT AND WILL BE PROVIDED WITH FUTURE SUBMITTALS.
2. CLEAR VIEW ZONE CALCULATIONS ARE SHOWN ON SHEET CP04.
3. THE REQUIRED DETENTION/LID FOR PARCEL NO. 4 WILL BE DETERMINED ONCE THE PARCEL DEVELOPS.

SCALE 1" : 60'
0 30 60

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY
FLAGSTAFF ARIZONA

OVERALL UTILITY & DRAINAGE PLAN & SITE ANALYSIS

JOB NO: 20136
DATE: MAY 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.SWGZ.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.
CP02

SHT NO. 3 OF 6

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PLOTTED: May 13, 2021 - 8:48am

NOTES:

1. LANDSCAPE AND PARKING CALCULATIONS ARE SHOWN ON SHEET CP04.

EXISTING SIDEWALK
PROPOSED DRIVEWAY
N. HIGHWAY 89
6' PROPOSED SIDEWALK (TYP.)
5' PROPOSED PARKWAY (TYP.)
10' LANDSCAPE BUFFER
EXISTING DRIVEWAY
PROPOSED SIDEWALK
PROPOSED DRIVEWAY
15' LANDSCAPE BUFFER
DETOX 11,550 SF
ADMINISTRATION 3,231 SF
OUTPATIENT PROGRAM (OP) 4,453 SF
FUTURE COMMERCIAL PAD 4,000 SF
FUTURE COMMERCIAL PAD 3,000 SF
SOBER LIVING WOMENS 4,974 SF
SOBER LIVING MENS 4,974 SF
SOBER LIVING MANAGER/REC 3,974 SF
FUTURE EQUESTRIAN AREA
PROPOSED DOUBLE TRASH ENCLOSURE (TYP.)
FIRE LANE (TYP.)
RESIDENTIAL TREATMENT CENTER (RTC) WOMENS 10,546 SF
RESIDENTIAL TREATMENTS CENTER (RTC) MENS 10,546 SF
DINING 4,128 SF
GROUP 5,333 SF
PROPOSED FIRE LANE
5' PROPOSED SIDEWALK (TYP.)
IMPROVED ACCESS LANE
COCONINO COUNTY
CITY OF FLAGSTAFF
24' (TYP.)
26' (TYP.)
18' (TYP.)
9' (TYP.)
8' (TYP.)
R35'
R55'
R28'
10 SPACES
5 SPACES
8 SPACES
1 SPACE
7 SPACES
6 SPACES
4 SPACES
16 SPACES
13 SPACES
35 SPACES
FILE: P:\2020\20136\DRAWINGS\PLATS\CONCEPT\20136-CONCEPT PLAN.DWG CPHAM

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" : 40'
0 20 40

C.O.F. Project # PZ 20-00164

PRELIMINARY LANDSCAPE PLAN

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY
FLAGSTAFF ARIZONA

JOB NO:	20136
DATE:	MAY 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

110 W. Dale Avenue
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Shephard Wesnitzer, Inc.

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

DRAWING NO.
CP03

SHT NO. 4 OF 6

PLOTTED: May 13, 2021 - 8:49am

PRELIMINARY LANDSCAPE CALCULATIONS - PARCEL NO. 1 & 2		
SECTION	**REQUIREMENTS**	**QUANTITY**
STREET BUFFER REQUIREMENT (WEST- 767 L.F. AND 72 SOUTH - L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	34
SHRUBS	2 PER PROPOSED TREE REQUIRED	67
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	67
EXISTING TREES REMAINING		0
PERIPHERAL BUFFER REQUIREMENT (NORTH - 652 L.F., EAST - 585 L.F., SOUTH - 1307 L.F, AND WEST- 809 L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	134
SHRUBS	2 PER PROPOSED TREE REQUIRED	268
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	268
EXISTING TREES REMAINING		71
PARKING LANDSCAPE MEDIAN (11 PARKING ISLANDS)		
PROPOSED TREES REQUIRED	2 PER 8 PARKING SPACES	22
SHRUBS	2 PER PROPOSED TREE REQUIRED	44
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	44
LANDSCAPE AREA	30 SQUARE FEET PER SPACE	2,490
EXISTING TREES REMAINING		2
BUILDING FOUNDATION LANDSCAPING (3274 L.F. TOTAL)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	131
SHRUBS	2 PER PROPOSED TREE REQUIRED	262
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	262
EXISTING TREES REMAINING	25 FEET AROUND THE FOUNDATION	43
TOTAL SUMMARY		
PROPOSED TREES REQUIRED		321
SHRUBS		642
GROUNDCOVER		642
EXISTING TREES REMAINING		116
LANDSCAPE AREA		2,490

PRELIMINARY LANDSCAPE CALCULATIONS - PARCEL NO. 3		
SECTION	**REQUIREMENTS**	**QUANTITY**
STREET BUFFER REQUIREMENT (NORTHWEST- 284 L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	12
SHRUBS	2 PER PROPOSED TREE REQUIRED	24
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	24
EXISTING TREES REMAINING		1
PARKING LANDSCAPE MEDIAN (6 PARKING ISLANDS)		
PROPOSED TREES REQUIRED	2 PER 8 PARKING SPACES	12
SHRUBS	2 PER PROPOSED TREE REQUIRED	24
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	24
LANDSCAPE AREA	30 SQUARE FEET PER SPACE	1,350
EXISTING TREES REMAINING		0
BUILDING FOUNDATION LANDSCAPING (270 L.F. TOTAL)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	11
SHRUBS	2 PER PROPOSED TREE REQUIRED	22
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	22
EXISTING TREES REMAINING	25 FEET AROUND THE FOUNDATION	1
TOTAL SUMMARY		
PROPOSED TREES REQUIRED		35
SHRUBS		70
GROUNDCOVER		70
EXISTING TREES REMAINING		2
LANDSCAPE AREA		1350

PRELIMINARY LANDSCAPE CALCULATIONS - PARCEL NO. 4		
SECTION	**REQUIREMENTS**	**QUANTITY**
STREET BUFFER REQUIREMENT (NORTHWEST- 109 L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	5
SHRUBS	2 PER PROPOSED TREE REQUIRED	10
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	10
EXISTING TREES REMAINING		0
PARKING LANDSCAPE MEDIAN (5 PARKING ISLANDS)		
PROPOSED TREES REQUIRED	2 PER 8 PARKING SPACES	10
SHRUBS	2 PER PROPOSED TREE REQUIRED	20
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	20
LANDSCAPE AREA	30 SQUARE FEET PER SPACE	1,050
EXISTING TREES REMAINING		2
BUILDING FOUNDATION LANDSCAPING (236 L.F. TOTAL)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	9
SHRUBS	2 PER PROPOSED TREE REQUIRED	19
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	19
EXISTING TREES REMAINING	25 FEET AROUND THE FOUNDATION	0
TOTAL SUMMARY		
PROPOSED TREES REQUIRED		24
SHRUBS		49
GROUNDCOVER		49
EXISTING TREES REMAINING		2
LANDSCAPE AREA		1050

PARKING TABLE	
PARCEL 1: MAIN CAMPUS	
INSTITUTIONAL RESIDENTIAL:	110 BEDS X 1 SPACE/6 BEDS= 19 SPACES
(MEN RTC, WOMENS RTC, DINING, GROUP,OUT PATIENT, LOBBY/ADMIN, DETOX, HOUSE KEEPING/ MAINTENANCE)	43 EMPLOYEES X 1 SPACE/1 EMPLOYEE= 43 SPACES
	REQUIRED SPACES = 62 SPACES
	ADA SPACES REQUIRED= 4 SPACES
PARCEL 2: SOBER LIVING CAMPUS	
INSTITUTIONAL RESIDENTIAL:	64 BEDS X 1 SPACE/6 BEDS= 11 SPACES
(SOBER LIVING MANAGEMENT, SOBER LIVING WOMENS, SOBER LIVING MENS)	7 EMPLOYEES X 1 SPACE/1 EMPLOYEE= 7 SPACES
	REQUIRED SPACES= 17 SPACES
	ADA SPACES REQUIRED= 1 SPACES
PARCEL 3: SMALL RESTAURANT	
FUTURE RESTAURANT:	4,000 SF X 1 SPACE/100 GSF = 40 SPACES
	6 EMPLOYEES X 1 SPACE/EMPLOYEE = 6 SPACES
	REQUIRED SPACES = 46 SPACES
	46 SPACES X .95 = 44 REQUIRED SPACES
	1 BIKE RACK PROVIDED
PARCEL 4: SMALL RESTAURANT	
FUTURE RESTAURANT:	3,000 SF X 1 SPACE/100 GSF = 30 SPACES
	5 EMPLOYEES X 1 SPACE/EMPLOYEE = 5 SPACES
	REQUIRED SPACES = 35
	1 BIKE RACK PROVIDED
TOTAL CAMPUS SPACES REQUIRED=	79 SPACES PLUS 5 ADA SPACES
TOTAL CAMPUS SPACES PROVIDED=	83 SPACES PLUS 8 ADA SPACES
TOTAL PARKING PROVIDED =	165 SPACES
BIKE RACKS PROVIDED =	9 BIKE RACKS

CLEAR VIEW ZONE CALCULATIONS

ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)[1]	TIME GAP tg (unadjusted)[2]	GRADE ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES[4]	TIME GAP tg(adjusted)[2]	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
D1	North Highway 89	Right	45	6.5	Yes	No	1	6.5	430	360
D2	North Highway 89	Right	45	6.5	Yes	No	1	6.5	430	360
D3	North Highway 89	Left	45	7.5	Yes	Yes	4	9.0	595	360
D4	North Highway 89	Left	45	7.5	Yes	Yes	4	9.0	595	360
D5	North Highway 89	Left	45	5.5	Yes	Yes	4	7.0	463	360
D6	North Highway 89	Left	45	5.5	Yes	Yes	4	7.0	463	360

Notes:

(1)	The major road speed limits (VMAJOR in MPH) are based on existing conditions in the project vicinity.
(2)	The time gap values, adjusted (tg (adjusted) in seconds) and unadjusted (tg (unadjusted) in seconds), are based on the current site plan and the AASHTO-Geometric Design of Highways and Streets Exhibits 9-54 and 9-57 for D1 and D2 and Exhibits 9-66 and 9-67 for M1. The first lane crossed does not warrant an adjustment to the time gap.
(3)	The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the AASHTO-Geometric Design of Highways and Streets. Equation 9-1: ISD=1.47*VMAJOR*tg
(4)	The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.
(5)	If the approach grade is greater than 3%, add 0.1 seconds for each percent grade.

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

###
ARIZONA

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

LANDSCAPE, PARKING, & CLEAR VIEW ZONE TABLES

JOB NO: 20136
DATE: MAY 21
SCALE: N/A
DRAWN: HS
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

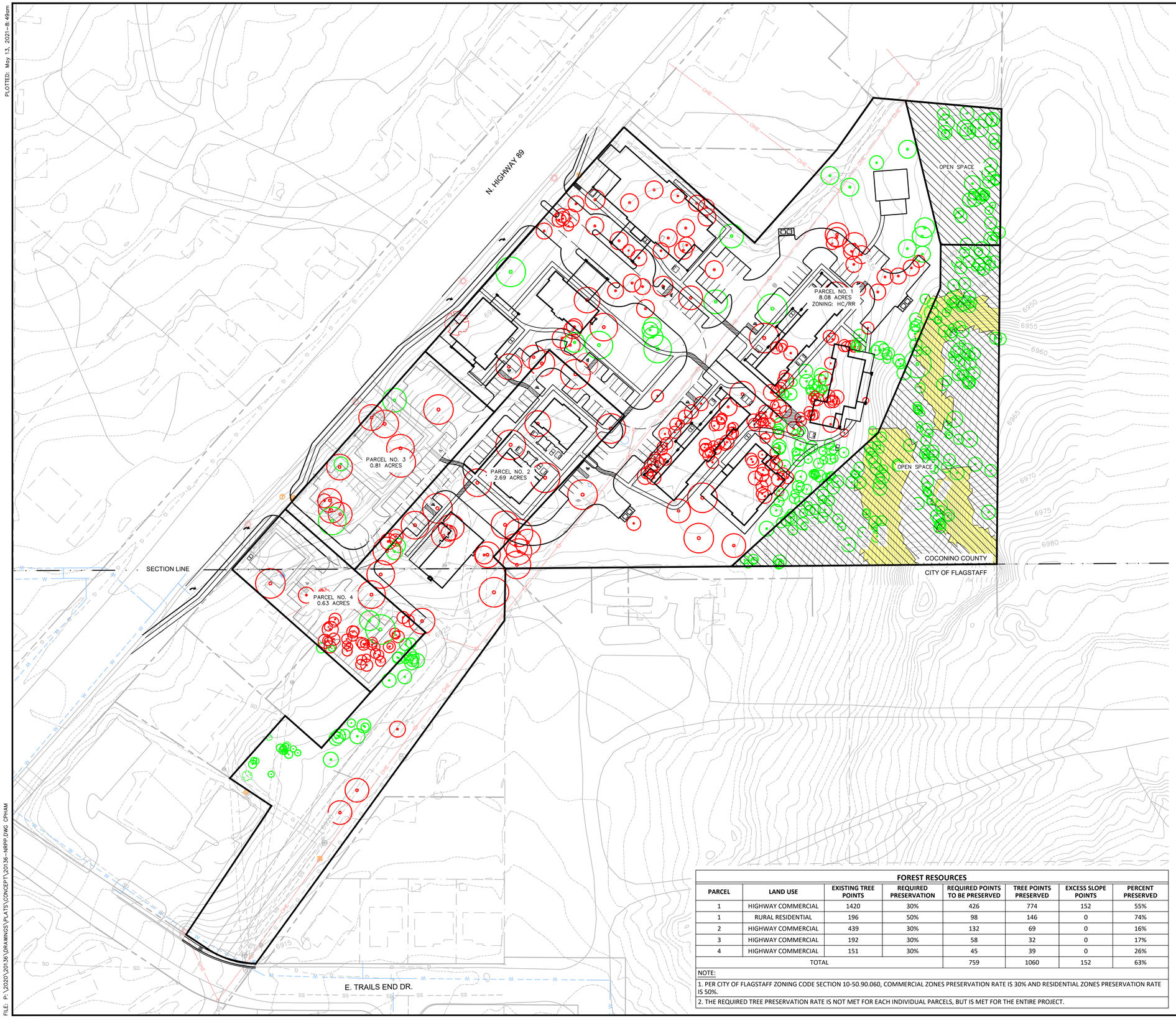
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DRAWING NO.
CP04

SHT NO. 5 OF 6

FILE: P:\2020\20136\DRAWINGS\PLATS\CONCEPT\20136-CONCEPT PLAN.DWG CPHAM

PLOTTED: May 13, 2021–8:49am



LEGEND

- PRESERVED TREES
- DISTURBED TREES
- EXISTING SLOPE 17–24.99%
- DISTURBED SLOPE 17–24.99%

NOTES:

1. PROPOSED SIDEWALKS WILL MEANDER AROUND EXISTING TREES WHERE POSSIBLE.
2. EXISTING SLOPES ON THE SITE DO NOT EXCEED 24.99%.
3. EXISTING, LARGE, MATURE PONDEROSA PINE TREES WILL BE SAVED WHERE POSSIBLE.
4. PROJECT HAS AREAS THAT ARE OVER 24.99% SLOPE, BUT DOES NOT MEET THE CRITERIA PER CITY OF FLAGSTAFF SECTION 10–50.90.050 OF 100 FEET IN HORIZONTAL DISTANCE OR 10 FEET IN VERTICAL DISTANCE.

STEEP SLOPE RESOURCES	
	COMMERCIAL
REQUIRED PRESERVATION RATE FOR 17-24.99%	60% OF SLOPE AREA
SLOPE AREA (SF) FOR 17-24.99%	25,307
REQUIRED PRESERVATION (SF)	17,715
PRESERVED SLOPE (SF)	25,307
ACTUAL PRESERVATION RATE	100.0%
EXCESS SLOPE FOR 17-24.99% (SF)	7,592
CONVERSION OF EXCESS SLOPE TO EVERY 50 SF	152
TOTAL EXCESS SLOPE PRESERVED SLOPE AREA POINTS	**152**

OPEN SPACE ANALYSIS	
HIGHWAY COMMERCIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	303,841
15% OF GROSS SITE AREA, NO LESS THAN 400 SF (SF)	45,576
REQUIRED OPEN SPACE (SF)	45,576
PROVIDED OPEN SPACE (SF)	74,832
RURAL RESIDENTIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	47,697
15% OF GROSS SITE AREA, NO LESS THAN 400 SF (SF)	7,155
REQUIRED OPEN SPACE (SF)	7,155
PROVIDED OPEN SPACE (SF)	19,630
1. Open space is active and passive recreation areas, landscape areas, and community gardens according to the Flagstaff Zoning Code 10-50.110. 2. Open space provided in Parcel No. 1 includes the required open space for the entire project site.	

FOREST RESOURCES

PARCEL	LAND USE	EXISTING TREE POINTS	REQUIRED PRESERVATION	REQUIRED POINTS TO BE PRESERVED	TREE POINTS PRESERVED	EXCESS SLOPE POINTS	PERCENT PRESERVED
1	HIGHWAY COMMERCIAL	1420	30%	426	774	152	55%
1	RURAL RESIDENTIAL	196	50%	98	146	0	74%
2	HIGHWAY COMMERCIAL	439	30%	132	69	0	16%
3	HIGHWAY COMMERCIAL	192	30%	58	32	0	17%
4	HIGHWAY COMMERCIAL	151	30%	45	39	0	26%
TOTAL				759	1060	152	63%

NOTE:

1. PER CITY OF FLAGSTAFF ZONING CODE SECTION 10-50.90.060, COMMERCIAL ZONES PRESERVATION RATE IS 30% AND RESIDENTIAL ZONES PRESERVATION RATE IS 50%.
2. THE REQUIRED TREE PRESERVATION RATE IS NOT MET FOR EACH INDIVIDUAL PARCELS, BUT IS MET FOR THE ENTIRE PROJECT.

SCALE 1" : 60'
0 30 60

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

PRELIMINARY NATURAL PROTECTION PLAN

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY
FLAGSTAFF ARIZONA

JOB NO: 20136
DATE: MAY 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swgz.com

Shephard ▲ Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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DRAWING NO.
NRPP

SHT NO. 6 OF 6

FILE: P:\2020\20136\DRAWINGS\PLATS\CONCEPT\20136-NRPP.DWG CPHAM

PLOTTED: Jul 22, 2021-7:56am

CONCEPT ZONING MAP AMENDMENT

FOR

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF, ARIZONA

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

RESOURCE PRESERVATION

APN 113-17-011A & 301-50-005G DO NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. HOWEVER, AN ANNEXATION AND REZONE WILL REQUIRE A RESOURCE PROTECTION PLAN FOR APN 301-50-005G.

FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6827G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

PROJECT DATA:

PROPOSED BUILDING SQUARE FOOTAGE
MAIN CAMPUS:
DETOX (BUILDING & PATIO): (11,550 SF + 1,191 SF) = 12,741 SF TOTAL
ADMINISTRATION: 3,231 SF
OUTPATIENT PROGRAM (BUILDING & PATIO): (4,453 SF + 1,627 SF) = 6,000 SF TOTAL
RESIDENTIAL TREATMENT CENTER (RTC) MENS (1ST + 2ND FLOOR): 10,546 SF TOTAL
RESIDENTIAL TREATMENT CENTER (RTC) WOMENS (1ST + 2ND FLOOR): 10,546 SF TOTAL
GROUP (BUILDING & PATIO): (5,333 SF + 3,116 SF) = 8,449 SF TOTAL
DINING/KITCHEN (BUILDING & PATIO): (4,128 SF + 1,670 SF) = 5,798 SF TOTAL

SOBER LIVING:
MANAGEMENT: 3,974 SF
MENS (1ST & 2ND FLOOR): 4,974 SF TOTAL
WOMENS (1ST & 2ND FLOOR): 4,974 SF TOTAL

EQUESTRIAN AREA (STABLE & PATIO): (1,800 SF + 700 SF) = 2,500 SF TOTAL

FLOOR AREA RATIO
FLOOR AREA RATIO (FAR) FOR HC: 3.0 MAX
PROPOSED MAIN CAMPUS FAR: 39,241 SF/303,838 SF = 0.13
PROPOSED SOBER LIVING FAR: 8,948 SF/116,842 SF = 0.08
PROPOSED FUTURE LOT 1 FAR: 4,000 SF/35,277 SF = 0.11
PROPOSED FUTURE LOT 2 FAR: 3,000 SF/27,328 SF = 0.11

LOT COVERAGE
LOT COVERAGE FOR RR: 20% MAX
PROPOSED EQUESTRIAN AREA LOT COVERAGE (INCLUDING PATIO): 2,500 SF/ 47,697 SF = 5.24%

BUILDING CONSTRUCTION TYPE
V-B (1 HOUR, SPRINKLED)

BUILDING HEIGHT
BUILDING HEIGHT FOR HC: 60' MAX
BUILDING HEIGHT FOR RR: 35' MAX
PROPOSED BUILDING HEIGHT FOR DINING, RTC MEN AND WOMEN, SOBER LIVING MEN AND WOMEN: 2 STORIES
ALL OTHER BUILDING HEIGHT: SINGLE STORY

PARKING
MAIN CAMPUS:
INSTITUTIONAL RESIDENTIAL: 1 SPACE PER 6 BEDS, PLUS 1 SPACE PER EMPLOYEE
RTC MENS: (40/6 BEDS * 1) + (3 STAFF * 1) = 10 SPACES
RTC WOMENS: (40/6 BEDS * 1) + (3 EMPLOYEES * 1) = 10 SPACES
DINING/KITCHEN: (5 EMPLOYEES * 1) = 5 SPACES
GROUP: (6 EMPLOYEES * 1) = 6 SPACES
OUTPATIENT PROGRAM: (5 EMPLOYEES * 1) = 5 SPACES
ADMINISTRATION: (6 EMPLOYEES * 1) = 6 SPACES
DETOX: (30/6 BEDS * 1) + (7 STAFF * 1) = 12 SPACES
HOUSE KEEPING/MAINTENANCE: (8 EMPLOYEES * 1) = 8 SPACES
TOTAL PARKING REQUIRED: 62 SPACES
ADA PARKING REQUIRED: 4 SPACES

SOBER LIVING:
MANAGEMENT: (3 EMPLOYEES * 1) = 3 SPACES
MENS: (32/6 BEDS * 1) + (2 EMPLOYEES * 1) = 8 SPACES
WOMENS: (32/6 BEDS * 1) + (2 EMPLOYEES * 1) = 8 SPACES
TOTAL PARKING REQUIRED: 19 SPACES
ADA PARKING REQUIRED: 1 SPACES

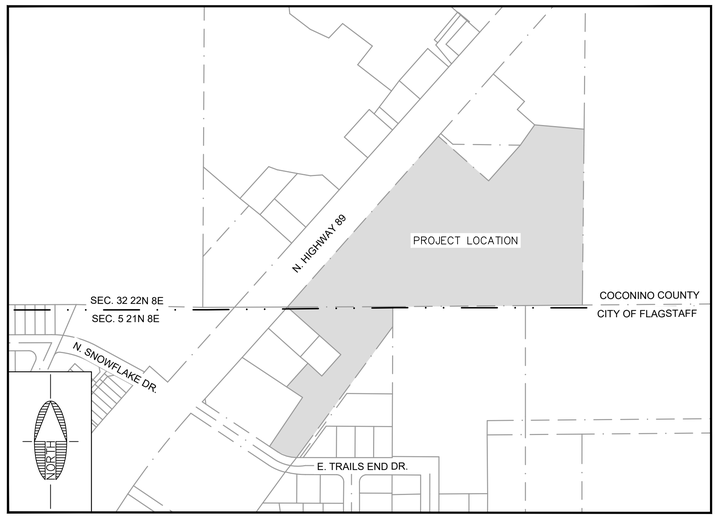
TOTAL MAIN CAMPUS & SOBER LIVING PARKING REQUIRED: 86 SPACES (INCLUDING 5 ADA SPACES)
TOTAL BIKE PARKING REQUIRED: 86 SPACES & 5% = 5 SPACES
TOTAL BIKE PARKING PROVIDED: 9 BIKE RACKS (INCLUDING 3 COVERED)
PARKING REDUCTION: 86 SPACES * 5% = 4.3 SPACES REDUCED
TOTAL MAIN CAMPUS & SOBER LIVING PARKING PROVIDED: 83 SPACES (INCLUDING 8 ADA SPACES)

REQUIRED PARKING FOR FUTURE LOT 1 (4,000 SF):
RESTAURANT: 1 SPACE PER 100 GSF, PLUS 1 SPACE PER EMPLOYEE
TOTAL PARKING REQUIRED: (4,000/100 GSF * 1) + (6 EMPLOYEES * 1) = 46 SPACES
TOTAL BIKE PARKING PROVIDED: 1 BIKE RACK
PARKING REDUCTION: 46 SPACES * 5% = 2.25 SPACES REDUCED
TOTAL PARKING PROVIDED: 45 SPACES (INCLUDING 1 ADA SPACE)

PROPOSED PARKING FOR FUTURE LOT 2 (3,000 SF):
RESTAURANT: 1 SPACE PER 100 GSF, PLUS 1 SPACE PER EMPLOYEE
TOTAL PARKING REQUIRED: (3,000/100 GSF * 1) + (5 EMPLOYEES * 1) = 35 SPACES
TOTAL PARKING PROVIDED: 35 SPACES (INCLUDING 1 ADA SPACE)
TOTAL BIKE PARKING PROVIDED: 1 BIKE RACK

OPEN SPACE
TOTAL OPEN SPACE REQUIRED FOR HC: 45,576 SF
TOTAL OPEN SPACE PROVIDED FOR HC: 74,832 SF

TOTAL OPEN SPACE REQUIRED FOR RR: 7,155 SF
TOTAL OPEN SPACE PROVIDED FOR RR: 19,630 SF



VICINITY MAP
N.T.S.

PROJECT OWNER/DEVELOPER:

FLAGLAND LLC
MIKE ZIPPRICH
7144 E. STETSON, C-200
SCOTTSDALE, AZ 85251
(602)-882-7451

PROPERTY DATA:

FLAGSTAFF REHAB CAMPUS
7000 N. HIGHWAY 89
FLAGSTAFF, AZ 86004

ASSESSOR'S PARCEL NO.
113-17-011A (±2.15 AC) &
301-50-005G (±10.06 AC)

EXISTING ZONING
APN 113-17-011A: HIGHWAY COMMERCIAL (HC)
APN 301-50-005G: CH-10,000

PROPOSED ZONING
APN 301-50-005G: HIGHWAY COMMERCIAL (HC) & RURAL RESIDENTIAL (RR)

PROJECT ENGINEER:

SHEPHARD-WESNITZER, INC.
STEPHEN IRWIN
110 W. DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

PROJECT ARCHITECT:

PAUL D. BUSTAMANTE
16 E. ROUTE 66, SUITE 202
FLAGSTAFF, AZ 86001

SHEET INDEX

SHEET NO.	DRAWING NO.	SHEET TITLE
1	CVR	COVER SHEET
2	CM01	CONTEXT ANALYSIS MAP
3	SM01	SITE ANALYSIS MAP
4	CP01	CONCEPT ZONING PLAN
5	NRPP	NATURAL RESOURCE PROTECTION PLAN

LEGEND

LOT LINE
ROW
EASEMENT
8"SS — GRAVITY SEWER LINE
8"W — PUBLIC WATER LINE
STORM DRAIN PIPE
LOT BOUNDARY
FIRE HYDRANT
W — WATER METER
S — SEWER MANHOLE
GATE VALVE
DRAINAGE ARROW
PROPOSED SEWER SERVICE
PROPOSED WATER SERVICE

EX. LOT LINE
EX. EASEMENT
6945 — EX. INDEX CONTOUR
8"W — EX. WATER LINE
EX. SEWER LINE
G — EX. GAS
S — EX. STORM DRAIN
UGE — EX. UNDERGROUND UTIL.
OHE — EX. OVERHEAD UTIL.
SECTION LINE
EX. ROAD STRIPING
WV — EX. WATER VALVE
EX. SIGNAGE
EX. LIGHT POLE
SCE87478 — EX. ELECTRIC BOX
EX. DRAINAGE ARROW

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF ARIZONA

FLAGSTAFF REHAB CAMPUS

COVER SHEET

JOB NO: 20136
DATE: JUL 21
SCALE: N/A
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

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Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swoz.com

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DRAWING NO.
CVR

SHT NO. 1 OF 5

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - COVER SHEET.DWG CPHAM

PLOTTED: Jul 22, 2021-7:57am



LEGEND

PROPERTY TO BE REZONED

EXISTING PROPERTY LINE

CITY LIMITS

CITY OF FLAGSTAFF ZONING

R1	SINGLE-FAMILY RESIDENTIAL
MR	MEDIUM DENSITY RESIDENTIAL
MH	MANUFACTURED HOUSING
HC	HIGHWAY COMMERCIAL
HI	HEAVY INDUSTRIAL
PF	PUBLIC FACILITY
"CITY"	CITY OF FLAGSTAFF

COCONINO COUNTY ZONING

AR-5	AGRICULTURAL RESIDENTIAL (5 AC)
AR-2 1/2	AGRICULTURAL RESIDENTIAL (2.5 AC)
CH-10,000	COMMERCIAL HEAVY
"COUNTY"	COCONINO COUNTY

SCALE 1" : 150'
0 75 150

PRELIMINARY

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C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONTEXT ANALYSIS MAP

JOB NO:	20136
DATE:	JUL 21
SCALE:	AS SHOWN
DRAWN:	CNP
DESIGN:	CNP
CHECKED:	SCI

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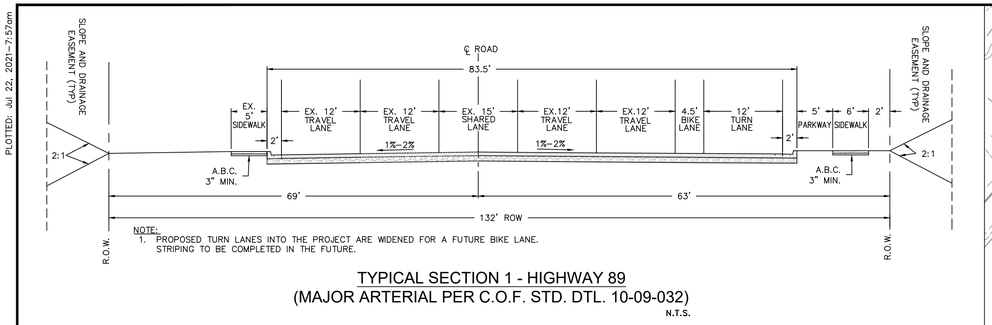
NO.	DESCRIPTION	DATE	BY

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DRAWING NO.
CM01

SHT NO. 2 OF 5

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONTEXT ANALYSIS MAP.DWG CPHAM



TYPICAL SECTION 1 - HIGHWAY 89
(MAJOR ARTERIAL PER C.O.F. STD. DTL. 10-09-032)
N.T.S.

CLEAR VIEW ZONE #D3
53.5'X595'

N. HIGHWAY 89

DETOX

FUTURE EQUESTRIAN AREA

PROPOSED 26' PUE

PROPOSED 8' PUE

PROPOSED 8' PUE

EXISTING 5' WATER LINE EASEMENT

PROPOSED 8' PUE

PROPOSED 26' PAE

ADMINISTRATION

PROPOSED 6" FIRE LINE (TYP.)

OUTPATIENT PROGRAM (OP)

PROPOSED 20' PUE

PROPOSED 20' PUE

PROPOSED 10' PUE

RESIDENTIAL TREATMENT CENTER (RTC) WOMENS

DINING

PROPOSED WATER METER (TYP.)

PROPOSED RPA (TYP.)

PROPOSED FIRE HYDRANT (TYP.)

SOBER LIVING WOMENS

FUTURE COMMERCIAL PAD

PROPOSED 12" WATER MAIN

PROPOSED 8' PUE

RESIDENTIAL TREATMENTS CENTER (RTC) MENS

SOBER LIVING MENS

PROPOSED SEWER SERVICE (TYP.)

GROUP

EXISTING STREET LIGHTS TO BE RELOCATED (TYP.)

PROPOSED WATER SERVICE (TYP.)

PROPOSED 26' PAE

PROPOSED 20' PUE

PROPOSED 15' PUE

CONNECT TO EXISTING WATER MAIN

SECTION LINE

FUTURE COMMERCIAL PAD

SOBER LIVING MANAGEMENT

COCONINO COUNTY

CITY OF FLAGSTAFF

EXISTING 8' ELECTRIC EASEMENT

EXISTING/PROPOSED ULTIMATE DISCHARGE LOCATION

PROPOSED EXTENDED DETENTION BASIN

EXISTING 40' PUE

EXISTING FIRE HYDRANT

RELOCATED FIRE EXISTING FIRE HYDRANT

EXISTING DRAINAGE SWALE

EXISTING OVERHEAD ELECTRIC LINE

PROPOSED SEWER MANHOLE (TYP.)

EXISTING 12" CI WATER MAIN

PROPOSED 26' PUE

PROPOSED 8" SEWER MAIN

EXISTING DIRT ROAD TO REMAIN

EXISTING 16' PUE

EXISTING 25' GAS EASEMENT

EXISTING 16' PUE

EXISTING 10' SEWER EASEMENT

EXISTING GAS LINE

EXISTING 10' SEWER EASEMENT

CONNECT TO EXISTING SEWER MANHOLE

EXISTING 8" PVC SEWER LINE

PROPOSED SCUPPER

EXISTING 8" CI WATER LINE

CONNECT TO EXISTING WATER LINE

EXISTING ULTIMATE STORMWATER DISCHARGE LOCATION

E. TRAILS END DR.

SCALE 1" : 60'
0 30 60

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONCEPT ZONING PLAN

JOB NO:	20136
DATE:	JUL 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swoz.com

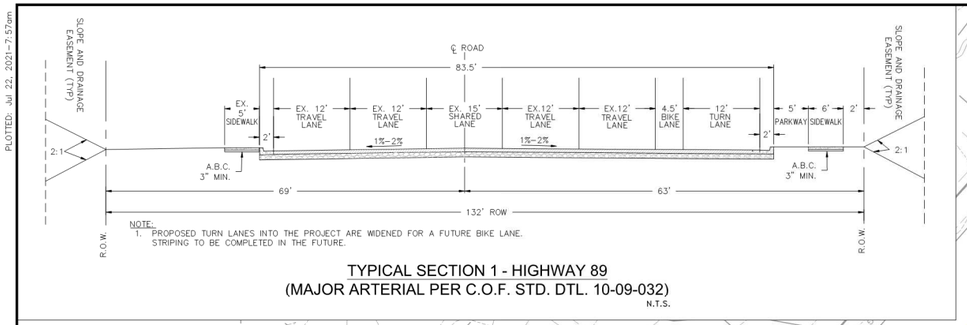
Call at least two full working days before you begin excavation
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CP01

SHT NO. 4 OF 5

PLOTTED: Jul 22, 2021-7:57am

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONCEPT ZONING PLAN.DWG CPHAM



TYPICAL SECTION 1 - HIGHWAY 89
(MAJOR ARTERIAL PER C.O.F. STD. DTL. 10-09-032)
N.T.S.

Sewer line extension to neighbor to the north.

N. HIGHWAY 89
CLEAR VIEW ZONE #03 53.5'X595'
FUTURE EQUESTRIAN AREA
DETOX
PROPOSED 26' PUE
PROPOSED 8' PUE
EXISTING 5' WATER LINE EASEMENT
PROPOSED 26' PAE
ADMINISTRATION
PROPOSED 6" FIRE LINE (TYP.)
OUTPATIENT PROGRAM (OP)
PROPOSED 20' PUE
RESIDENTIAL TREATMENT CENTER (RTC) WOMENS
PROPOSED 10' PUE
PROPOSED WATER METER (TYP.)
PROPOSED RPA (TYP.)
DINING
PROPOSED FIRE HYDRANT (TYP.)
SOBER LIVING WOMENS
FUTURE COMMERCIAL PAD
RESIDENTIAL TREATMENTS CENTER (RTC) MENS
PROPOSED 12" WATER MAIN
SOBER LIVING MENS
PROPOSED SEWER SERVICE (TYP.)
GROUP
EXISTING STREET LIGHTS TO BE RELOCATED (TYP.)
PROPOSED WATER SERVICE (TYP.)
PROPOSED 15' PUE
CONNECT TO EXISTING WATER MAIN
SECTION LINE
SOBER LIVING MANAGEMENT
COCONINO COUNTY
CITY OF FLAGSTAFF
EXISTING 8' ELECTRIC EASEMENT
EXISTING/PROPOSED ULTIMATE DISCHARGE LOCATION
PROPOSED EXTENDED DETENTION BASIN
EXISTING 40' PUE
EXISTING FIRE HYDRANT
RELOCATED FIRE EXISTING FIRE HYDRANT
EXISTING DRAINAGE SWALE
EXISTING OVERHEAD ELECTRIC LINE
EXISTING 12" CI WATER MAIN
PROPOSED SEWER MANHOLE (TYP.)
PROPOSED 26' PUE
PROPOSED 8" SEWER MAIN
EXISTING DIRT ROAD TO REMAIN
EXISTING 16' PUE
EXISTING 25' GAS EASEMENT
EXISTING 16' PUE
EXISTING 10' SEWER EASEMENT
EXISTING GAS LINE
EXISTING 10' SEWER EASEMENT
CONNECT TO EXISTING SEWER MANHOLE
EXISTING 8" PVC SEWER LINE
PROPOSED SCUPPER
EXISTING 8" CI WATER LINE
CONNECT TO EXISTING WATER LINE
EXISTING ULTIMATE STORMWATER DISCHARGE LOCATION
E. TRAILS END DR.

SCALE 1" = 60'
0 30 60

Exhibit #1

PRELIMINARY

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C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONCEPT ZONING PLAN

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

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DRAWING NO.
CP01

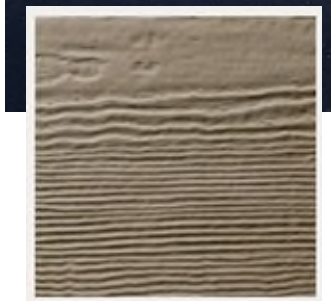
SHT NO. 4 OF 5

PLOTTED: Jul 22, 2021-7:57am
FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONCEPT ZONING PLAN.DWG CPHAM

Flagstaff Location







Khaki Brown ›



Timber Bark ›



Aged Pewter ›



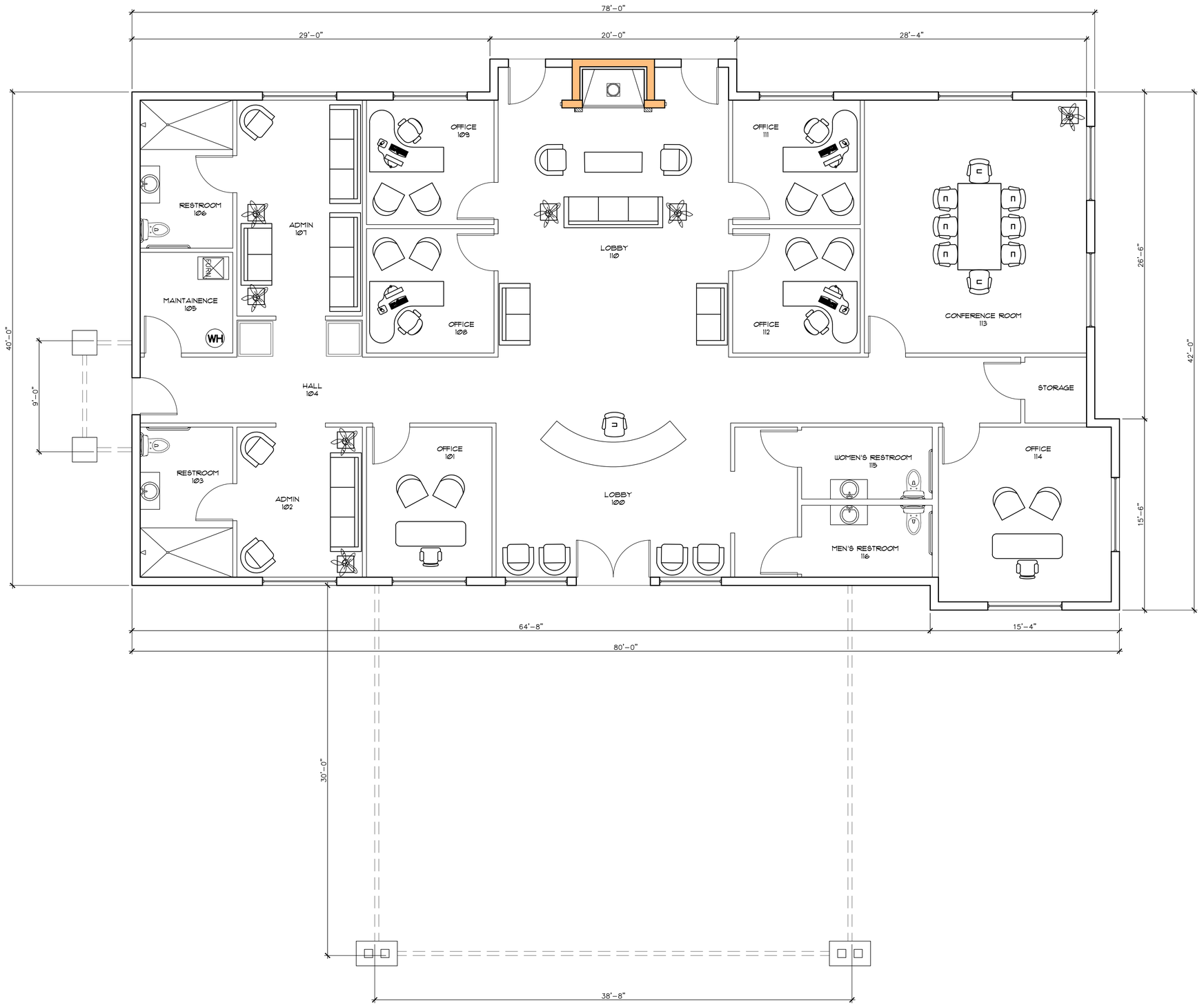
Ledgestone Series

(Click to view all Ledgestone Veneer styles)



Stone Combinations

(Click to view all Stone Combination styles)



1 Admin. Floor Plan

SCALE: 1/4" = 1'-0"

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email:PDBarchitect@aol.com

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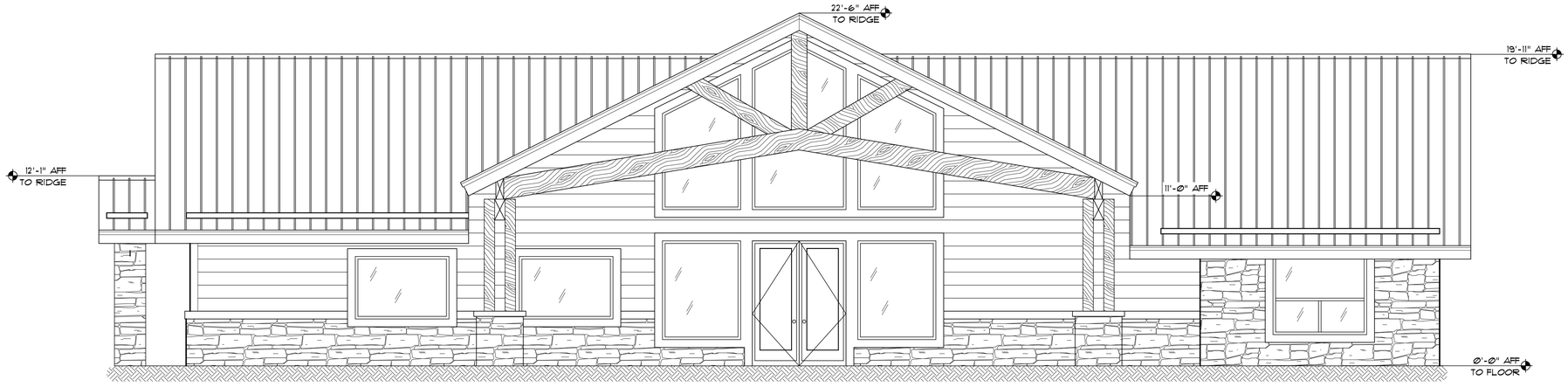
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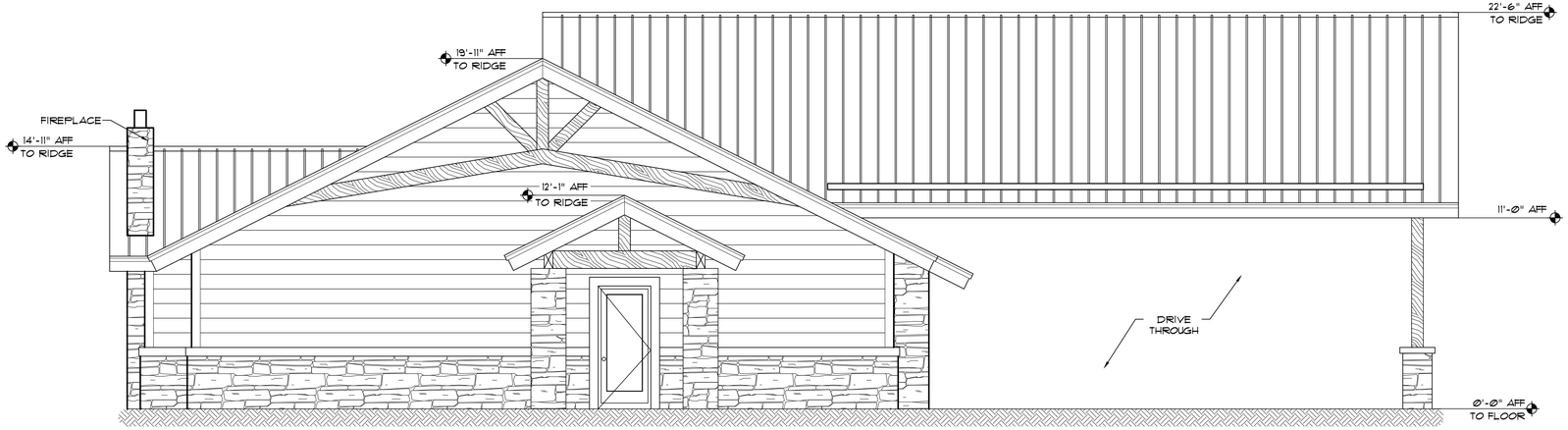
SHEET

A-AD1.0

FLOOR PLAN
ADMIN.
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-Ø"



2 WEST ELEVATION
SCALE: 1/4" = 1'-Ø"

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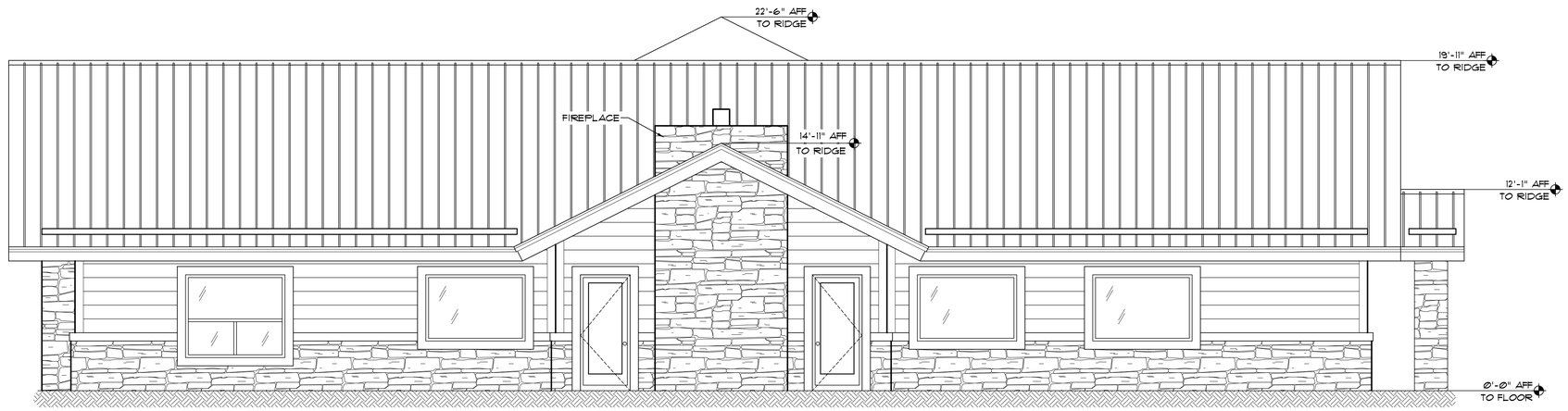
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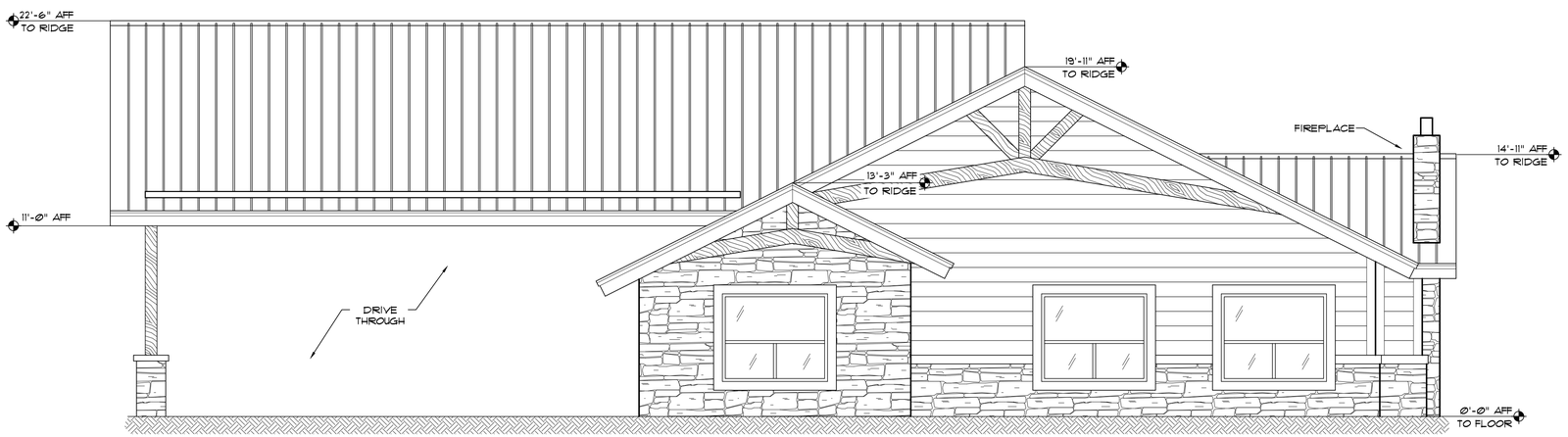
SHEET
A-AD2.0

EXTERIOR ELEVS
ADMIN
SCALE: 1/4" = 1'-Ø"



1 NORTH ELEVATION

SCALE: 1/4" = 1'-Ø"



2 EAST ELEVATION

SCALE: 1/4" = 1'-Ø"

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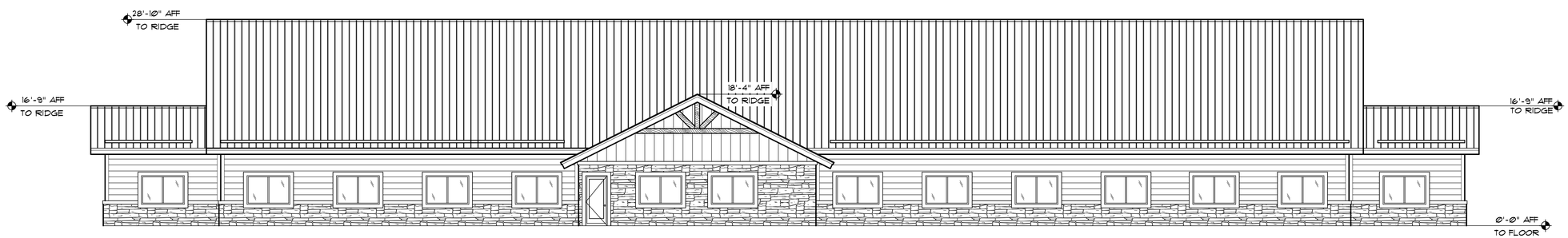
A-AD2.1

EXTERIOR ELEVS
ADMIN.
SCALE: 1/4" = 1'-Ø"



1 SOUTH ELEVATION

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



2 NORTH ELEVATION

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

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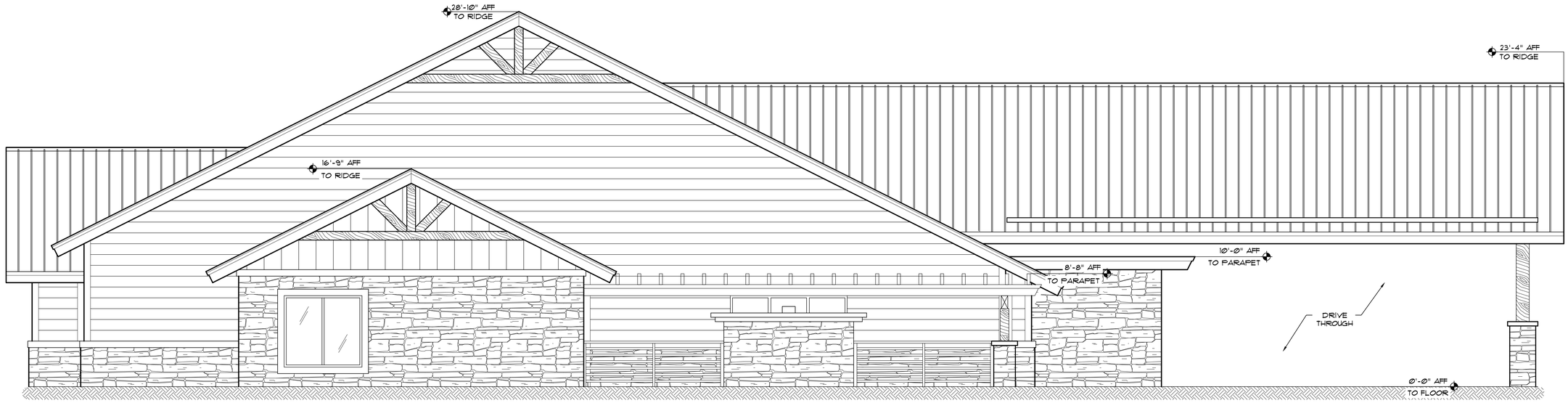
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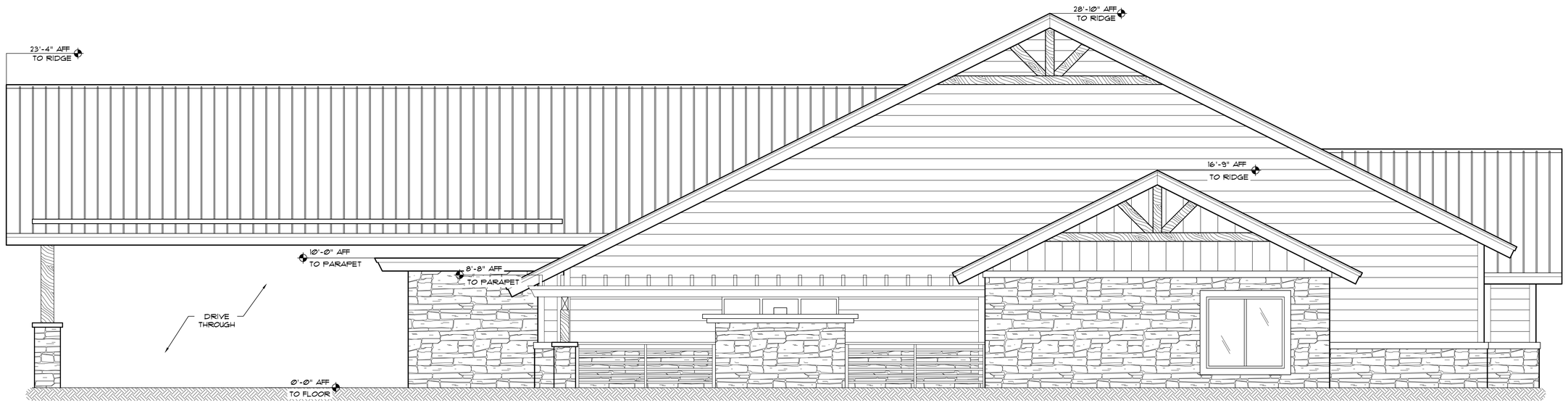
A-DT2.0

EXTERIOR ELEVS
DETOX
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION

SCALE: 1/4" = 1'-0"



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"

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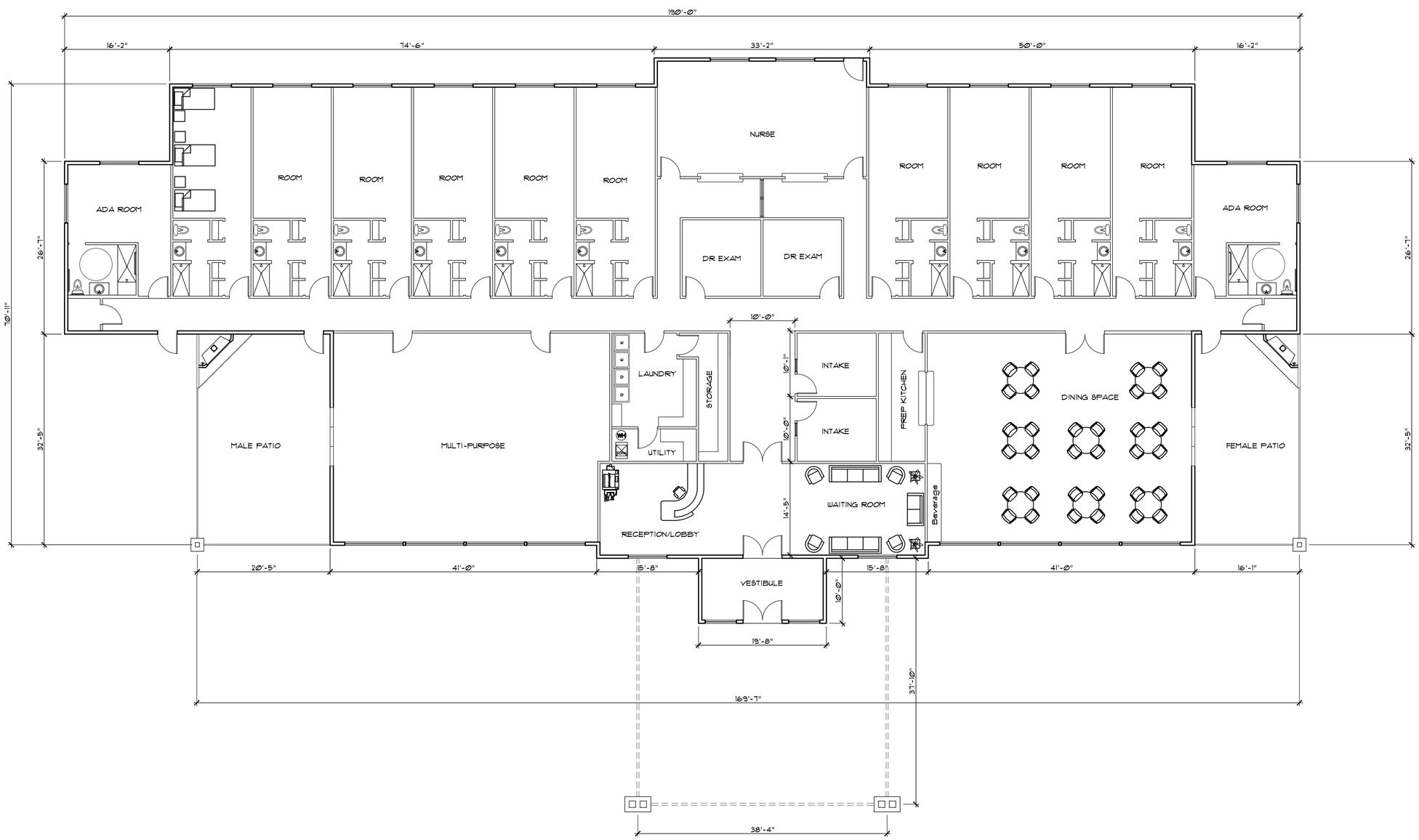
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Job No:

SHEET

A-DT2.1

EXTERIOR ELEVS
DETOX
SCALE: 1/4" = 1'-0"



1 Detox Floor Plan
SCALE: 1/8" = 1'-0"

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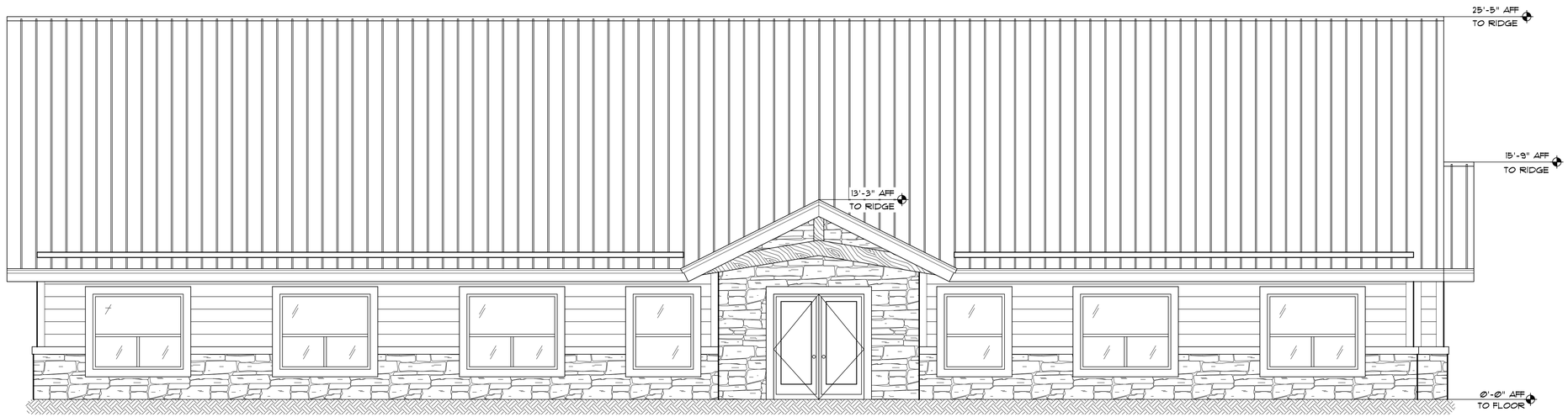
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Date: January 19, 2021
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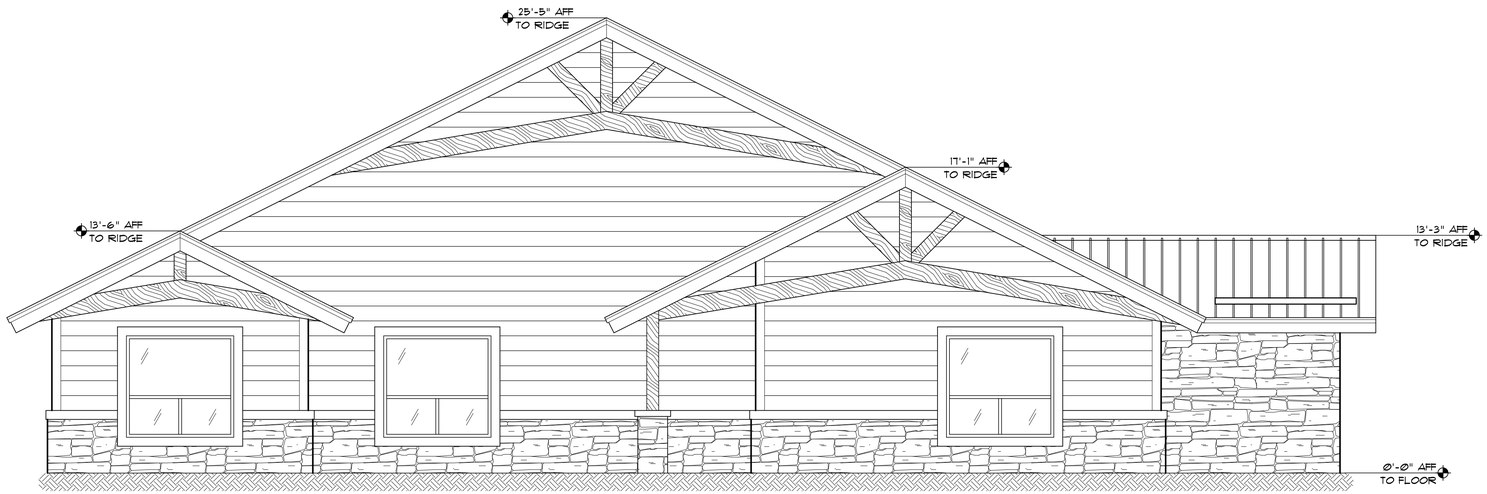
SHEET
A-DT1.0

FLOOR PLAN
DETOX
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION

SCALE: 1/4" = 1'-Ø"



2 WEST ELEVATION

SCALE: 1/4" = 1'-Ø"

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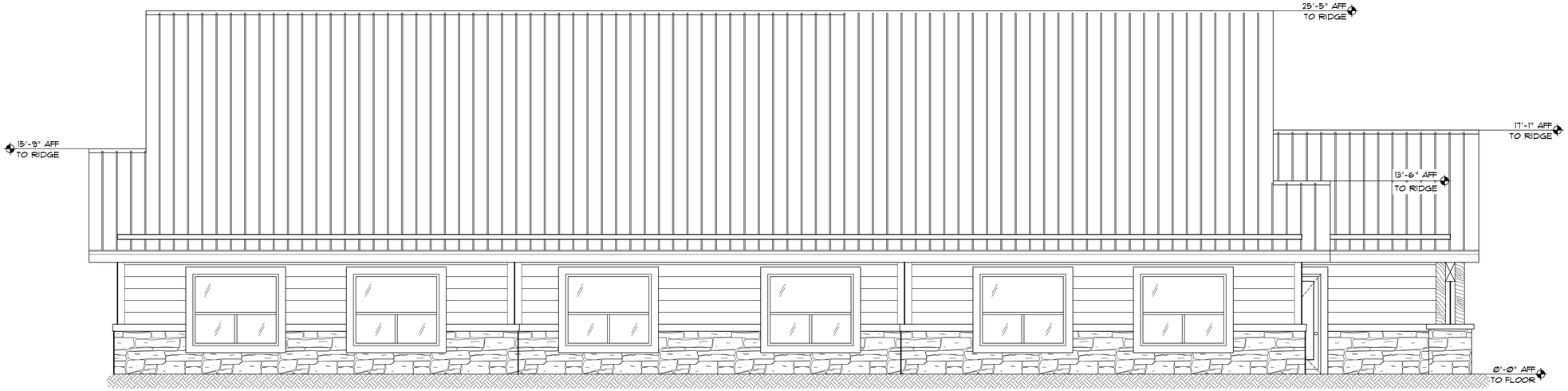
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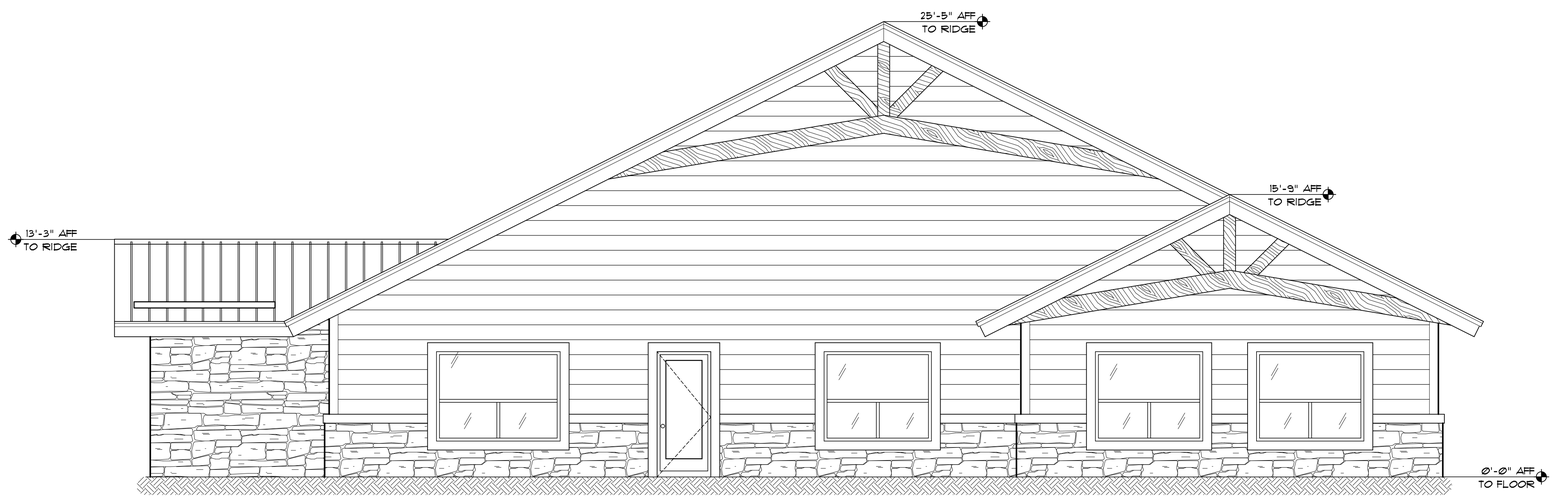
SHEET

A-GR2.0

EXTERIOR ELEVS
GROUP
SCALE: 1/4" = 1'-Ø"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-Ø"



2 EAST ELEVATION
SCALE: 1/4" = 1'-Ø"

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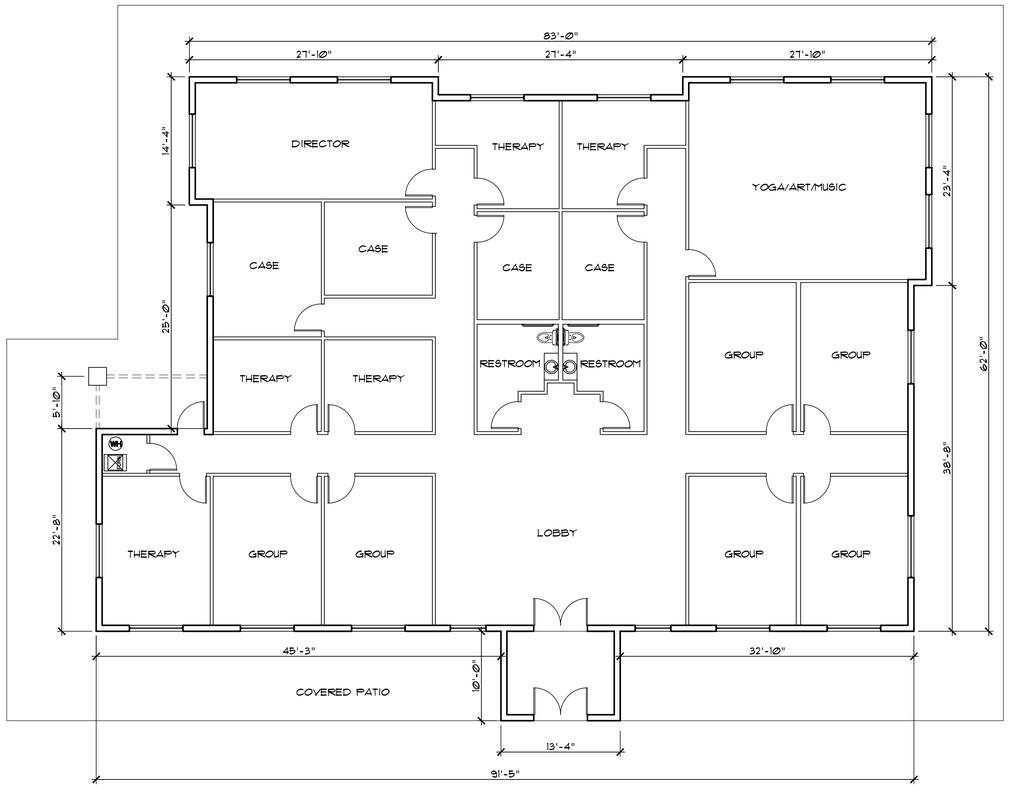
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A-GR2.1

EXTERIOR ELEVS
GROUP
SCALE: 1/4" = 1'-Ø"



1 Group Floor Plan

SCALE: 1/8" = 1'-Ø"

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A-GR1.0

FLOOR PLAN
Group
SCALE: 1/8" = 1'-Ø"



1 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



2 WEST ELEVATION

SCALE: 1/4" = 1'-0"

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Health Facility - Kitchen/Dining
Highway 89-A
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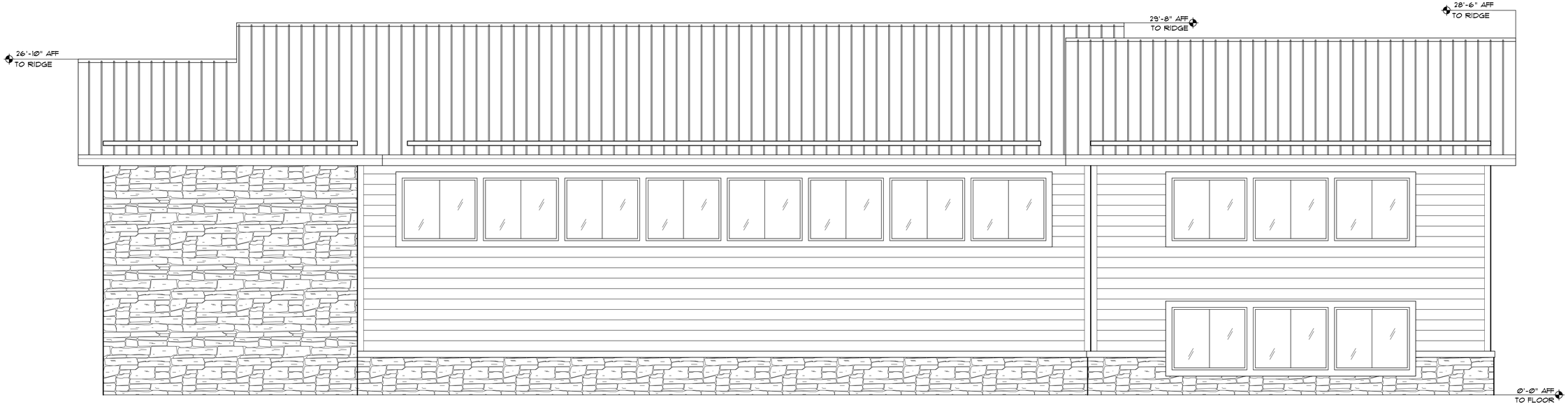
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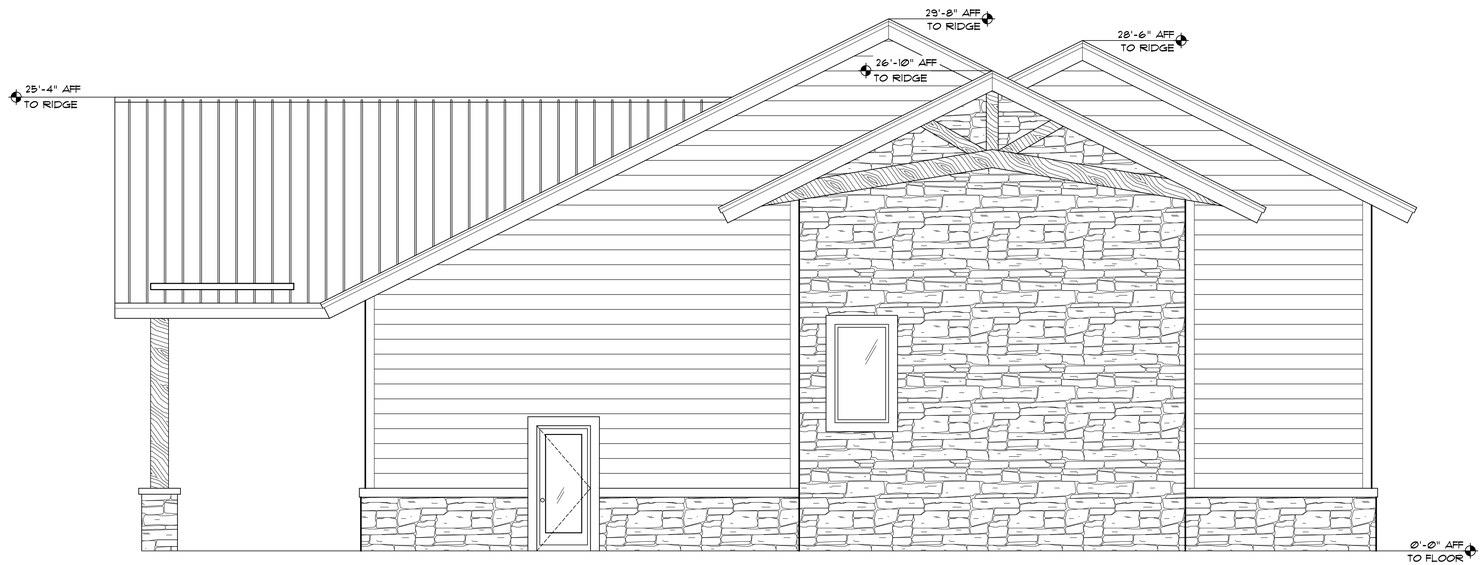
SHEET

A-KD2.0

EXTERIOR ELEVS
Kitchen/Dining
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

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Flagstaff, AZ

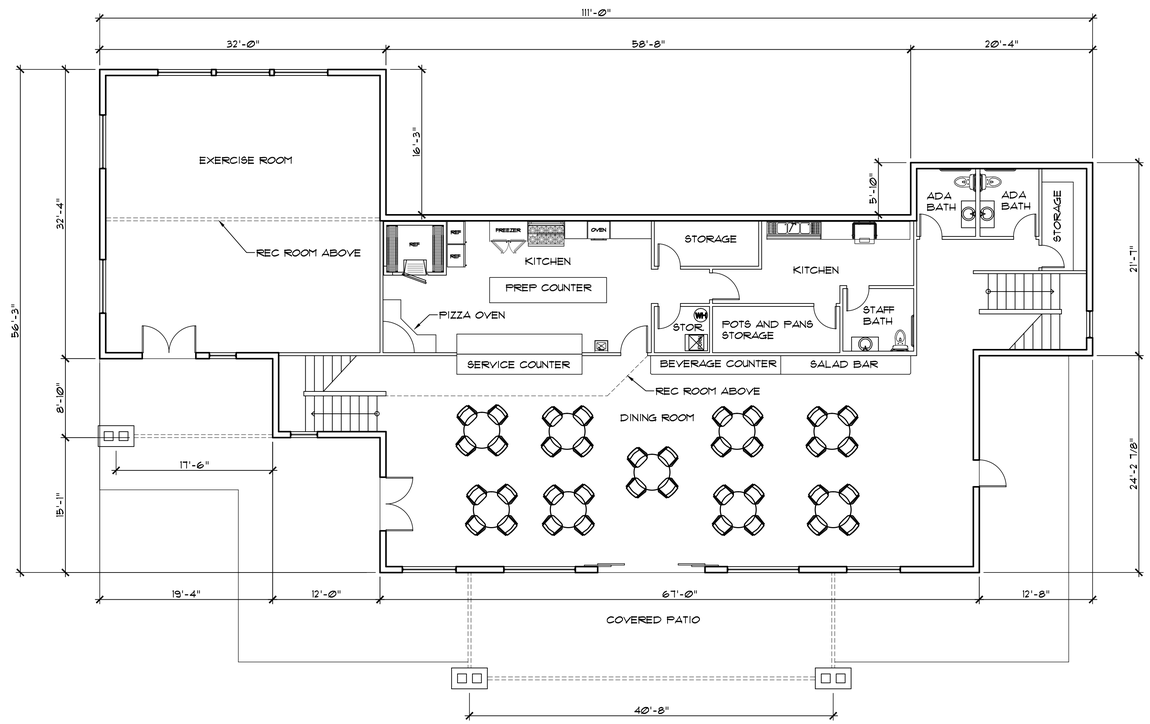
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Revisions	By

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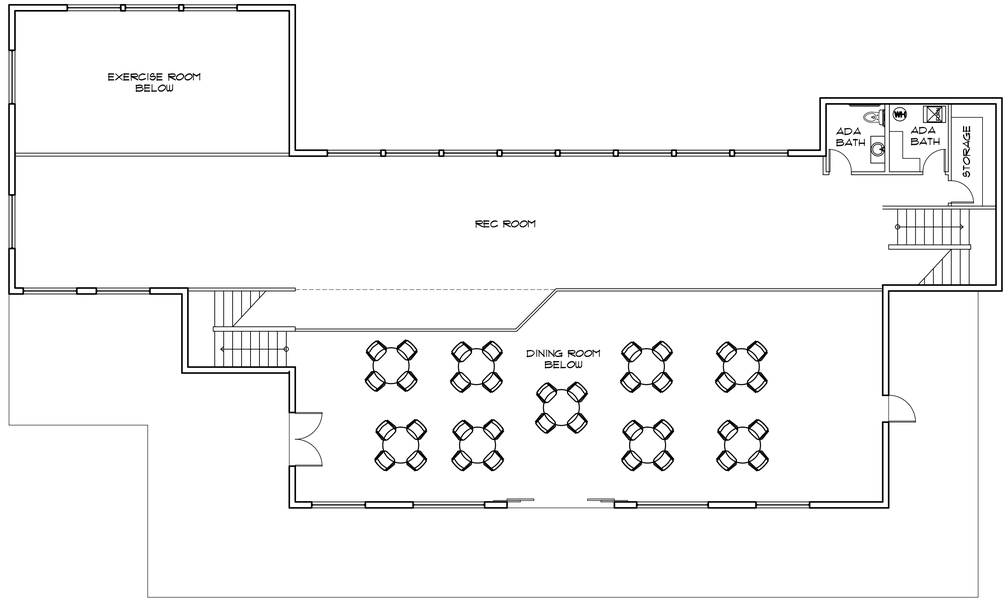
SHEET
A-KD2.1

EXTERIOR ELEVS
Kitchen/Dining
SCALE: 1/4" = 1'-0"



1 Kitchen/Dining Lower Level Floor Plan

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



2 Kitchen/Dining Upper Level Floor Plan

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

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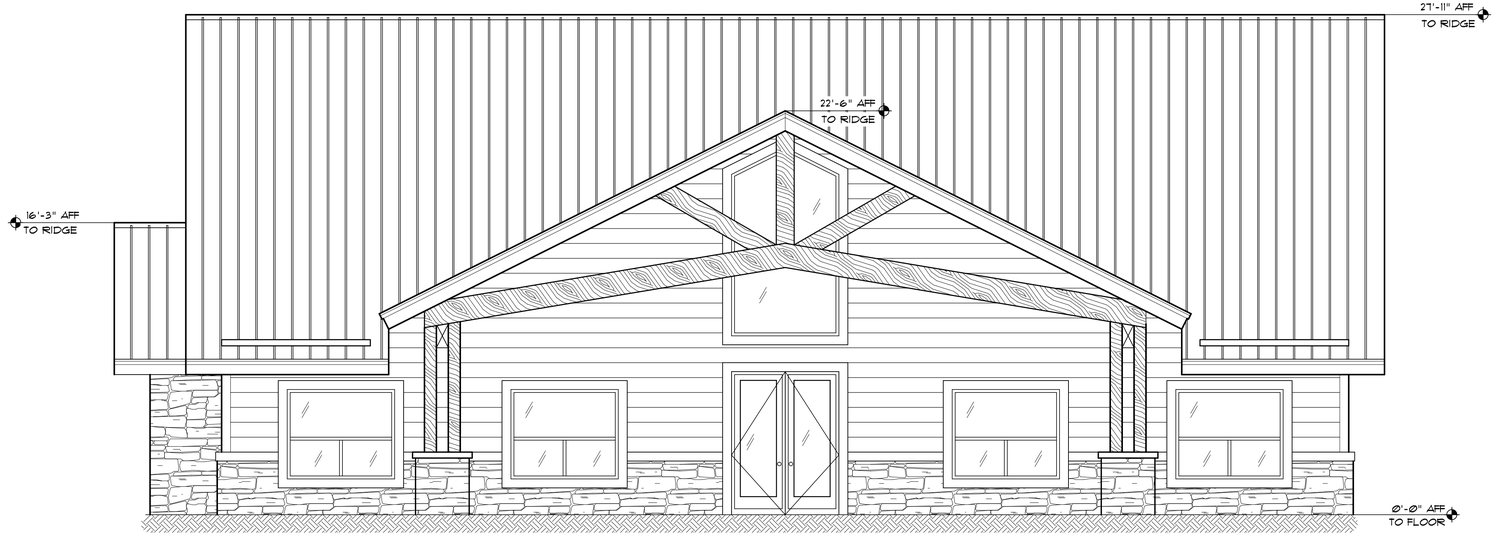
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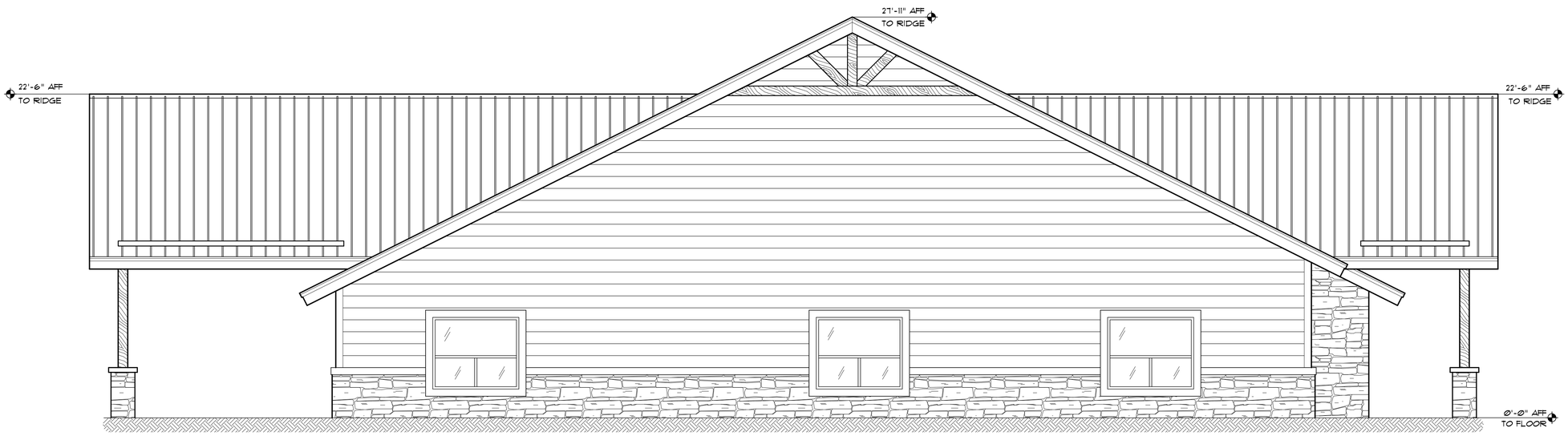
SHEET

A-KD1.0

FLOOR PLANS
KITCHEN/DINING
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION (FRONT)
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

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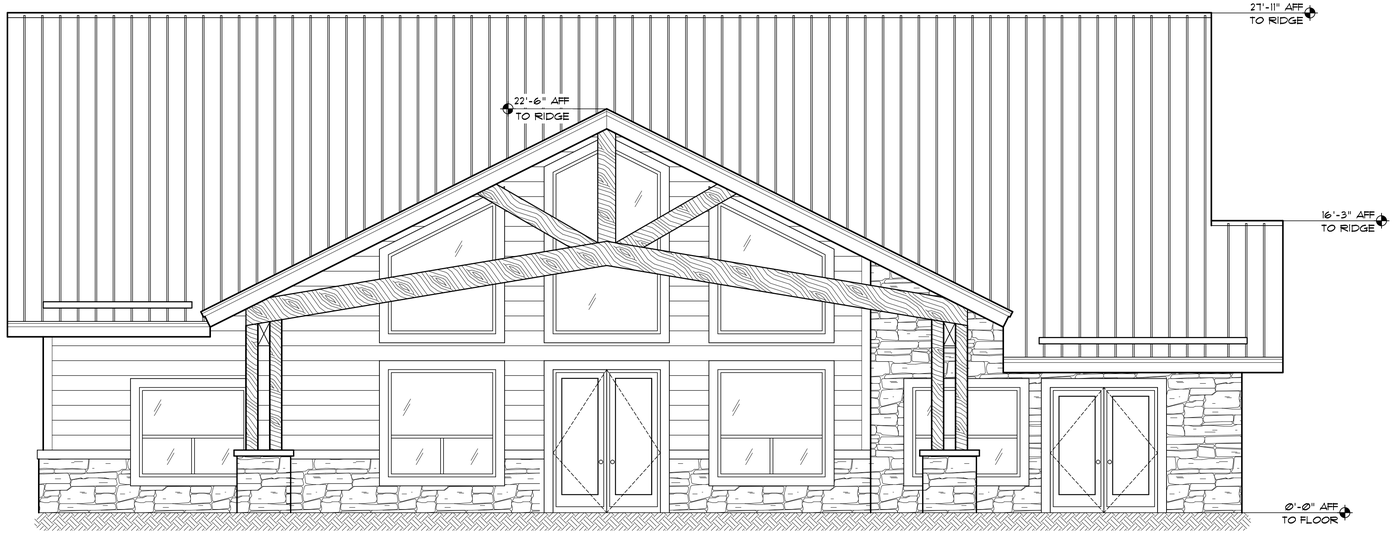
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Job No:

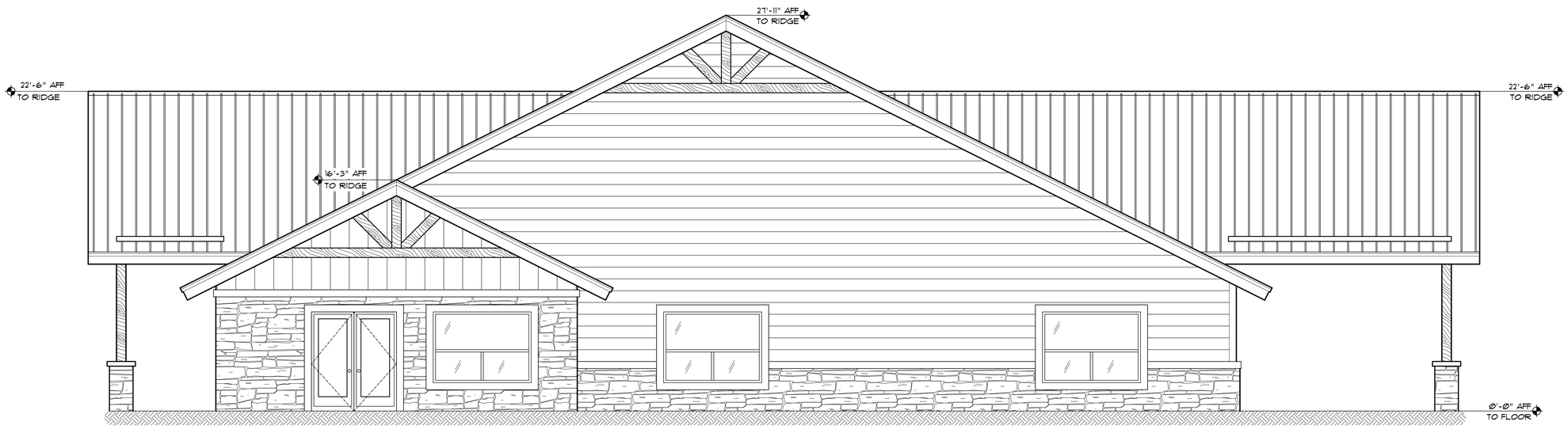
SHEET
A-OP2.0

EXTERIOR ELEVS
OP
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION (BACK)

SCALE: 1/4" = 1'-0"



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"

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Drawn: LJ

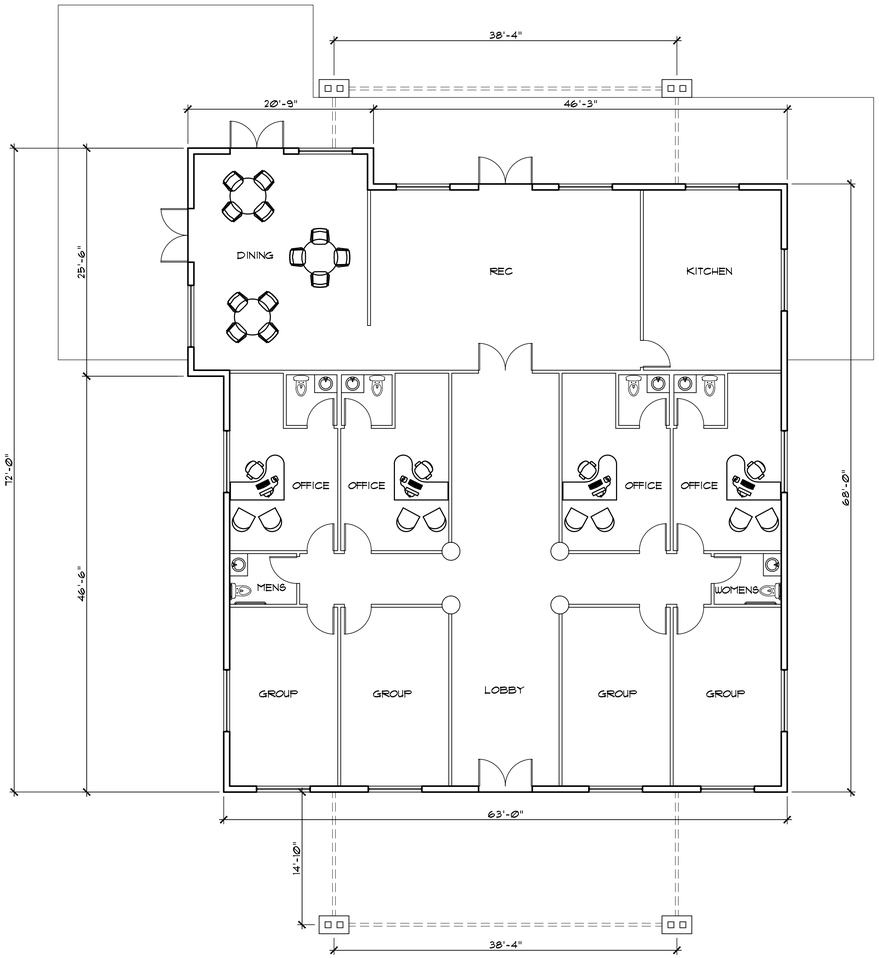
Date: February 3, 2021

Job No:

SHEET

A-OP2.1

EXTERIOR ELEVS
OP
SCALE: 1/4" = 1'-0"



1 IOP Floor Plan

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

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.7744
email:PDBarchitect@aol.com

paul d. bustamante
architect

architecture
consultation
development

Health Facility - IOP Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

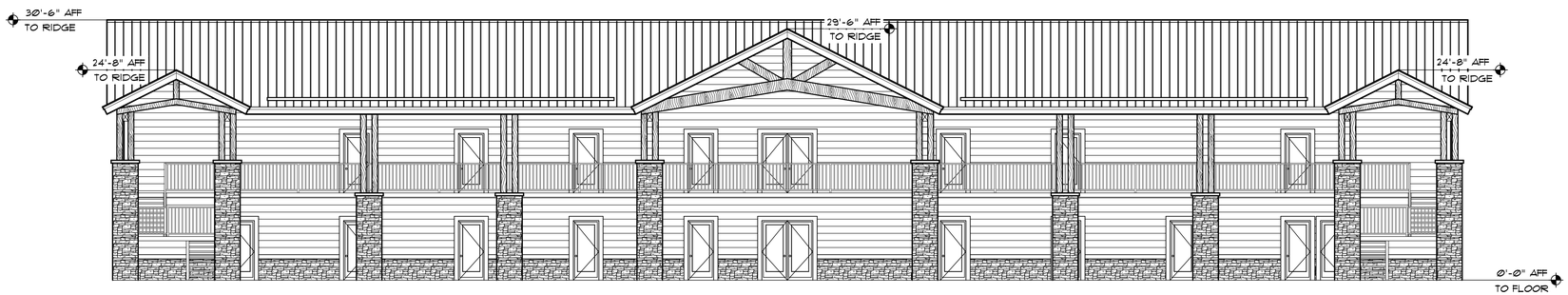
Date: January 19, 2021

Job No:

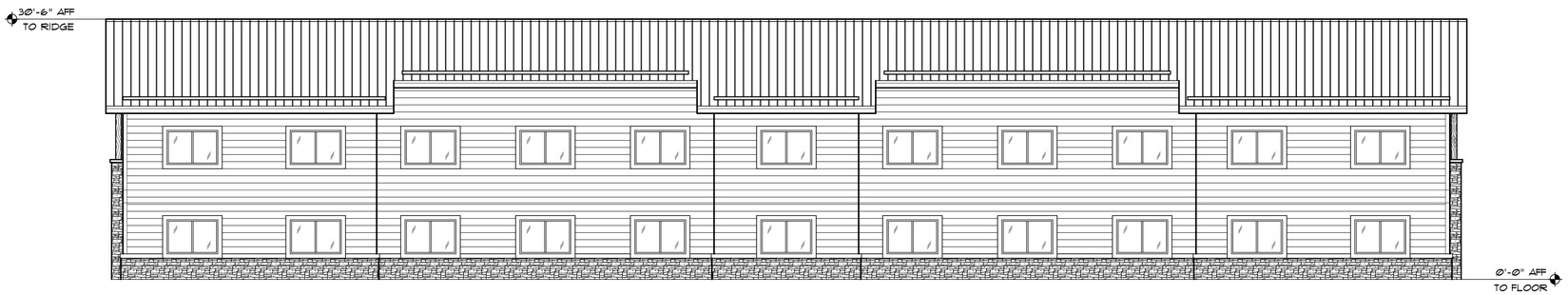
SHEET

A-IOP1.0

FLOOR PLAN
IOP
SCALE: 1/8" = 1'-0"



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



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
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consultation
development

Health Facility - RTC Men & Women
12425 N 19TH AVE
Phoenix, AZ 85029

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

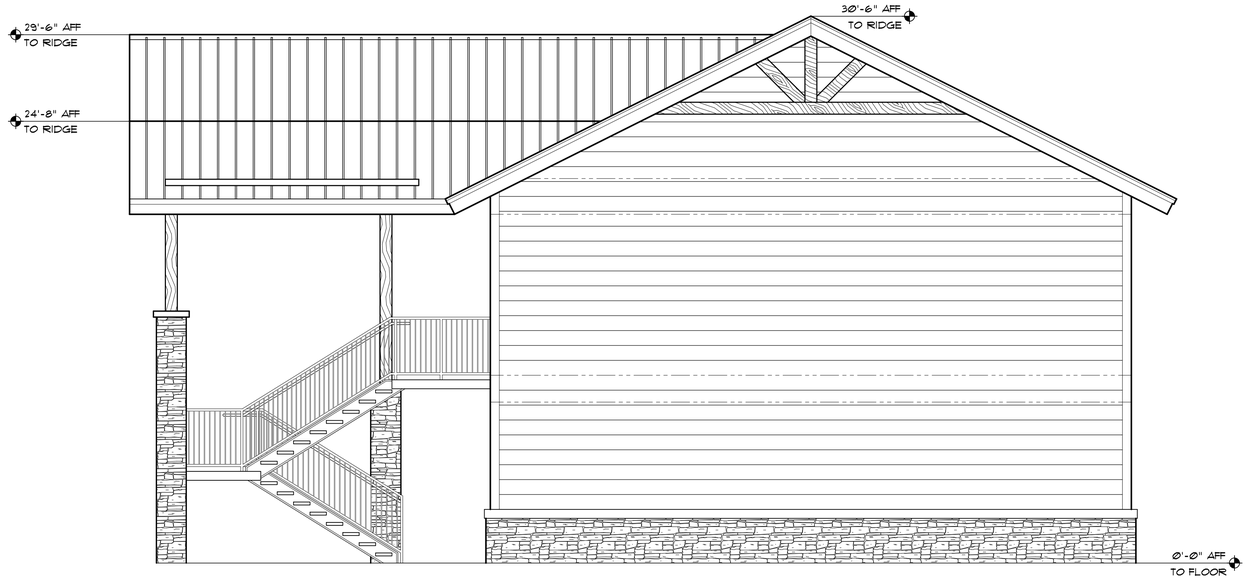
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Date: April 6, 2021

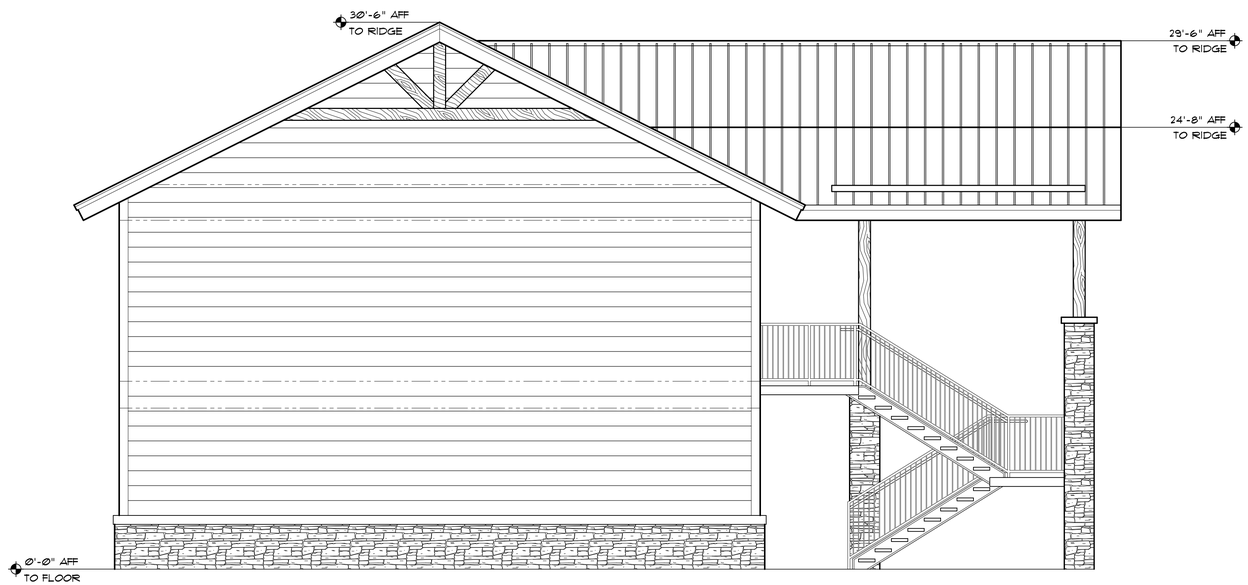
Job No:

SHEET
A-RTC2.0

EXTERIOR ELEVS
RTC MEN & WOMEN
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

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flagstaff, arizona 86001
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consultation
development

Health Facility - RTC Men & Women
12425 N 19TH AVE
Phoenix, AZ 85029

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

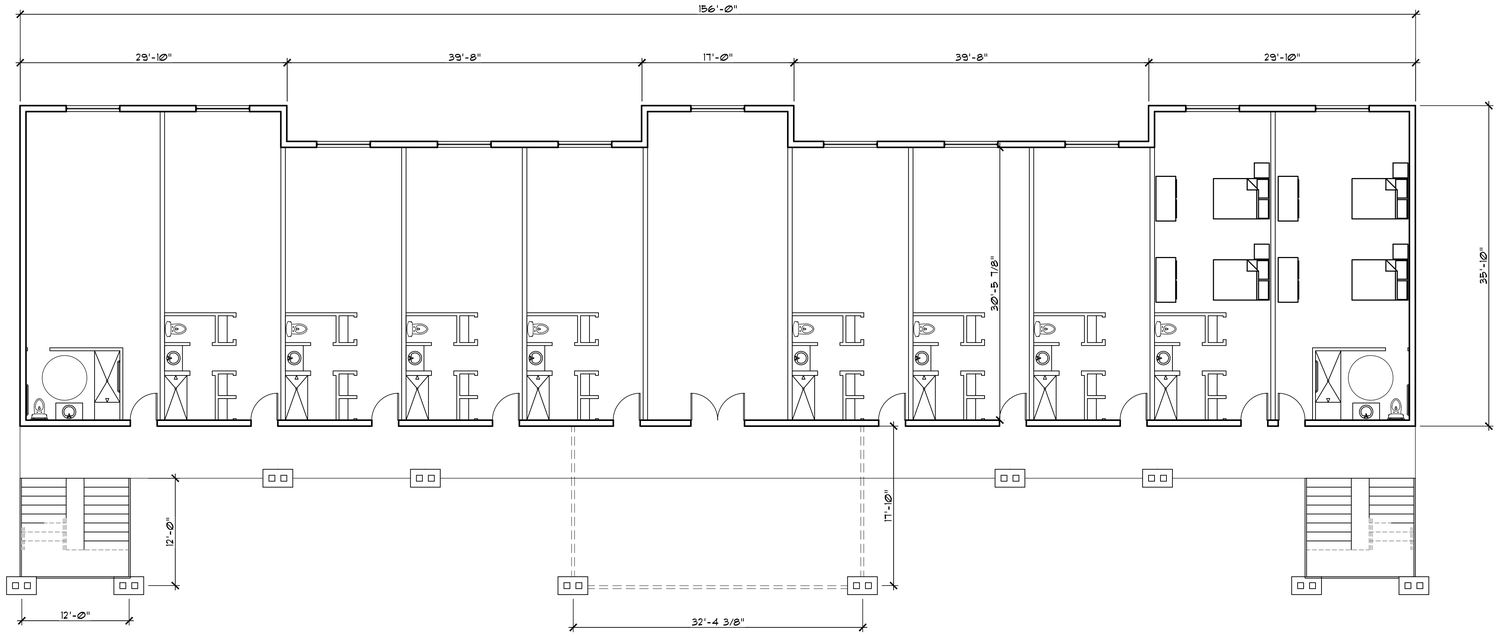
Drawn: LJ

Date: April 6, 2021

Job No:

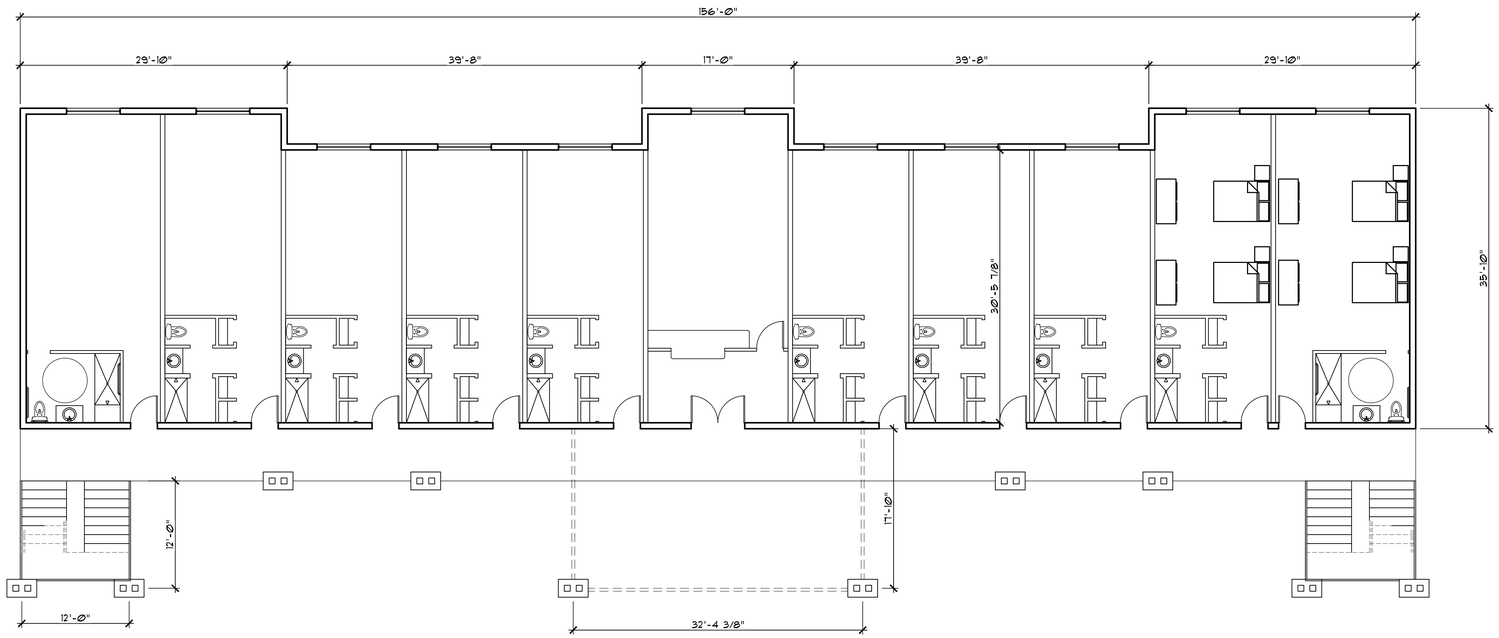
SHEET
RTC2.1

EXTERIOR ELEVS
RTC MEN & WOMEN
SCALE: 1/4" = 1'-0"



1 RTC Upper Floor Plan

SCALE: 1/8" = 1'-Ø"



2 RTC Lower Floor Plan

SCALE: 1/8" = 1'-Ø"

16 east route 66 suite 202
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tel 928.774.7744
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architecture
consultation
development

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architect

Health Facility - RTC Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

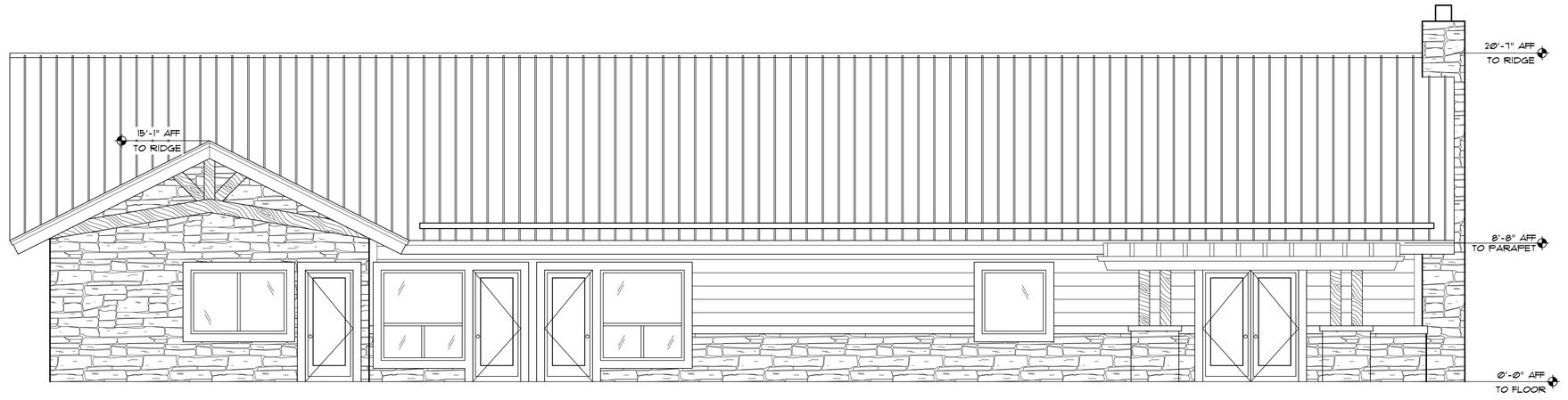
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Job No:

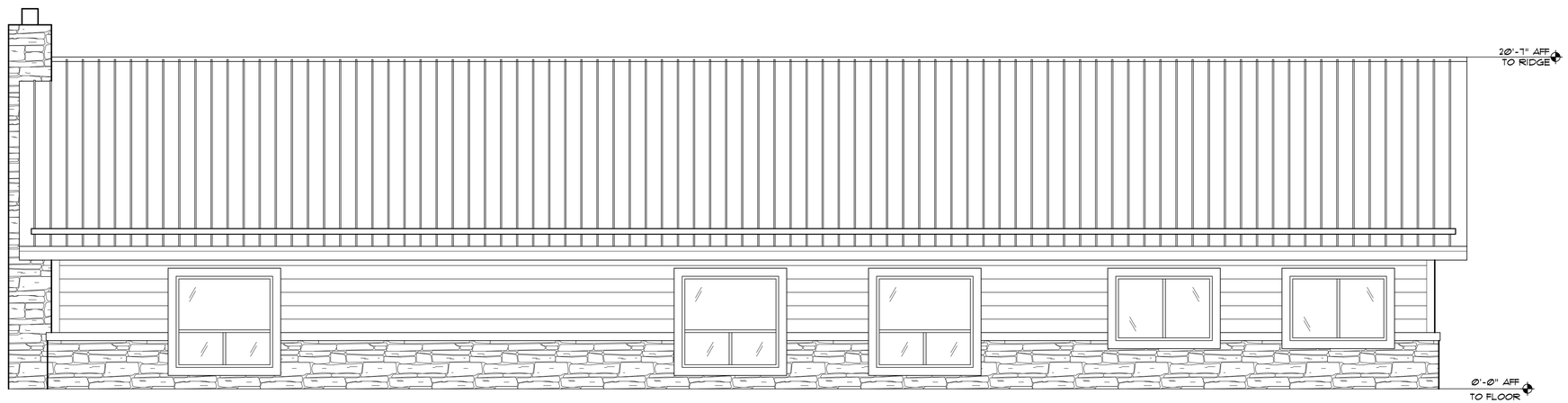
SHEET

A-RTC1.0

FLOOR PLAN
RTC MEN
SCALE: 1/8" = 1'-Ø"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

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Sober Living - Management
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

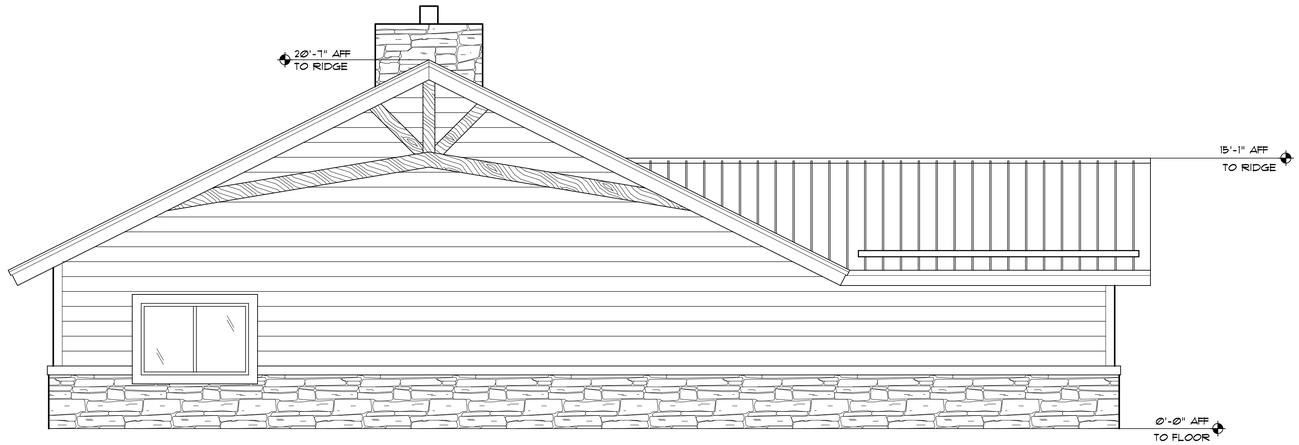
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Date: January 21, 2021

Job No:

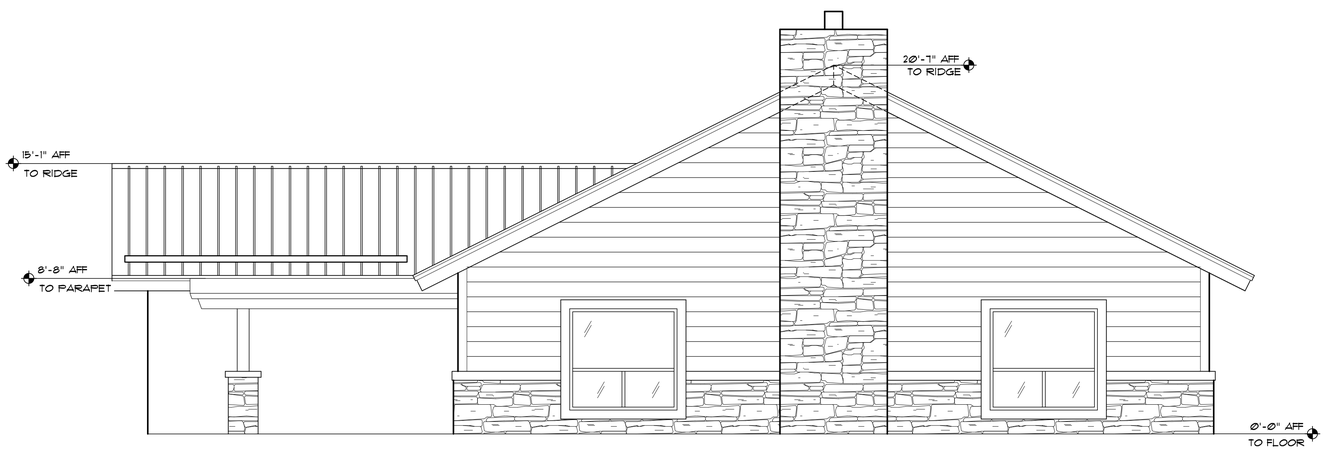
SHEET
A-SM2.0

EXTERIOR ELEVS
Management
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION

SCALE: 1/4" = 1'-0"



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"

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architect

Sober Living - Management
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

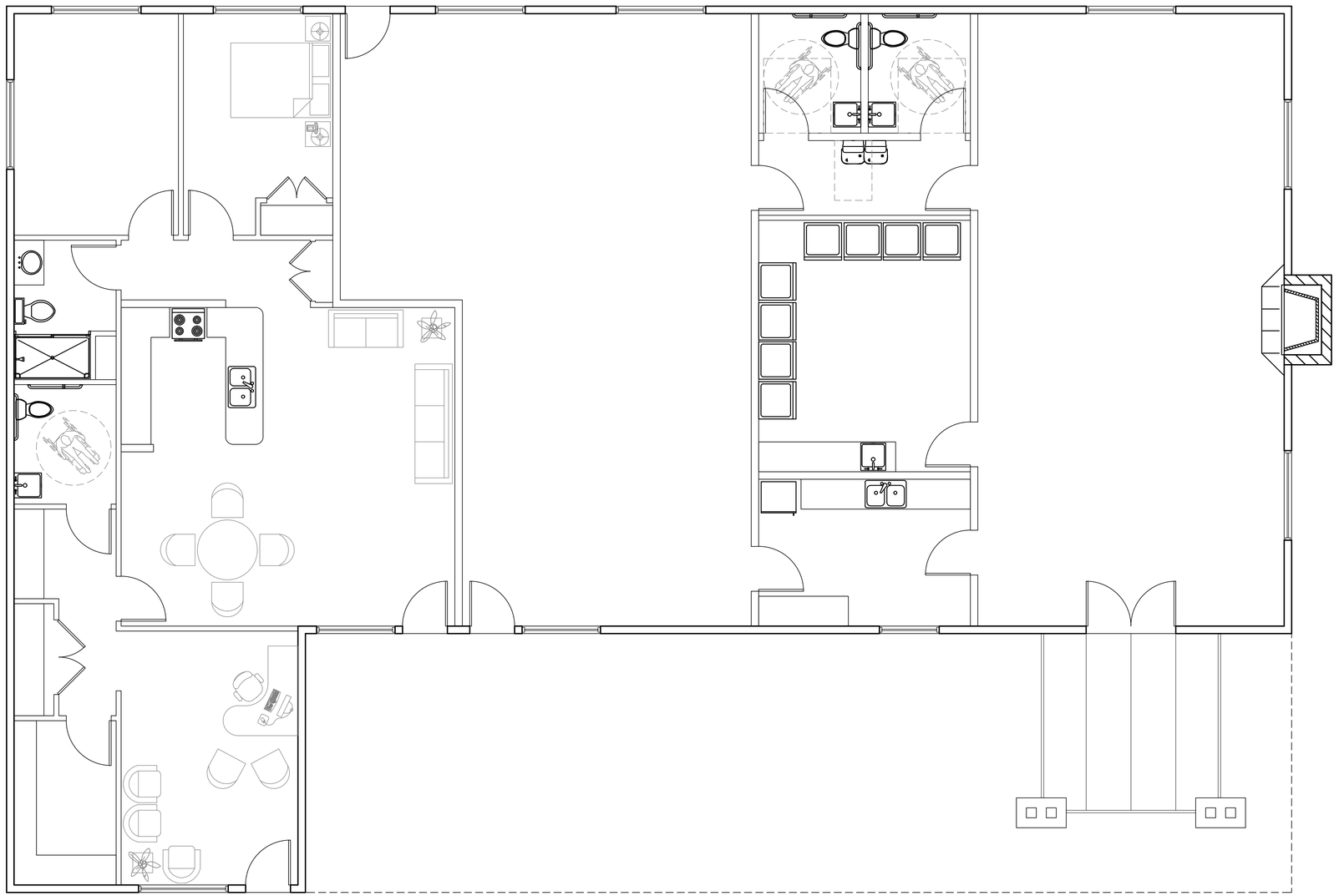
Date: January 19, 2021

Job No:

SHEET

A-SM2.1

EXTERIOR ELEVS
Management
SCALE: 1/4" = 1'-0"



1 Sober Living Management/Rec
SCALE: 1/4" = 1'-0"

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consultation
development

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architect

Sober Living - Management
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

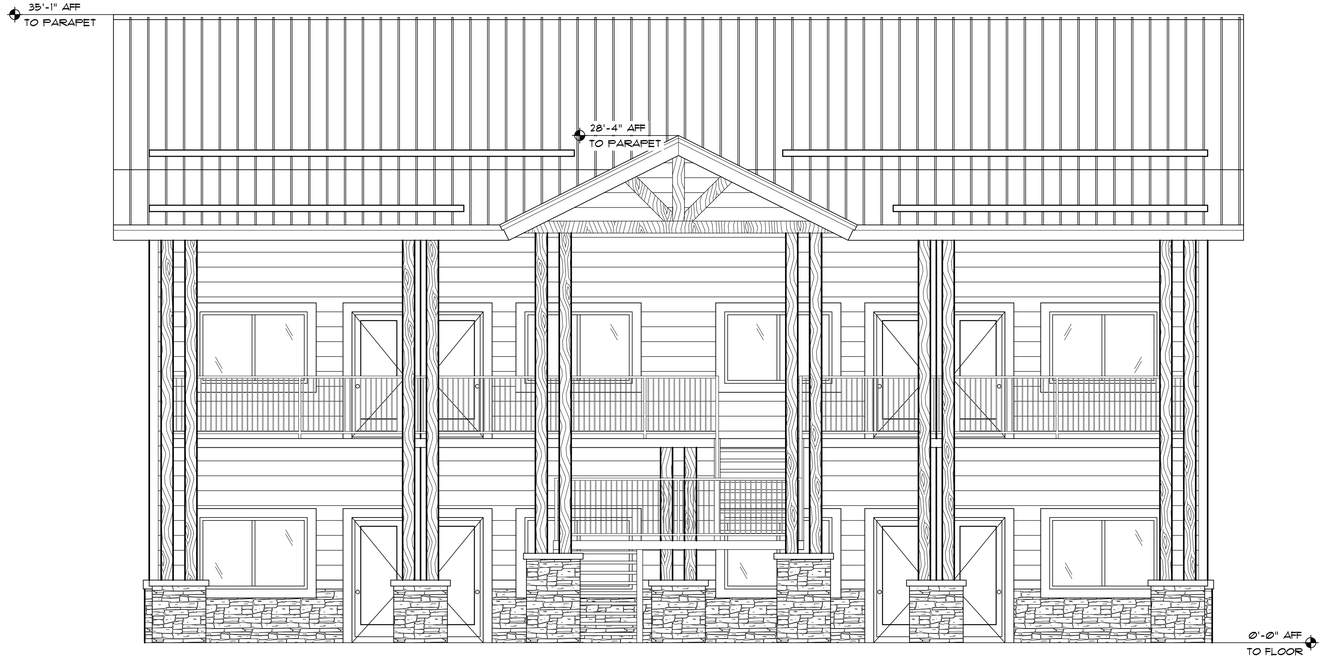
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Date: January 21, 2021

Job No:

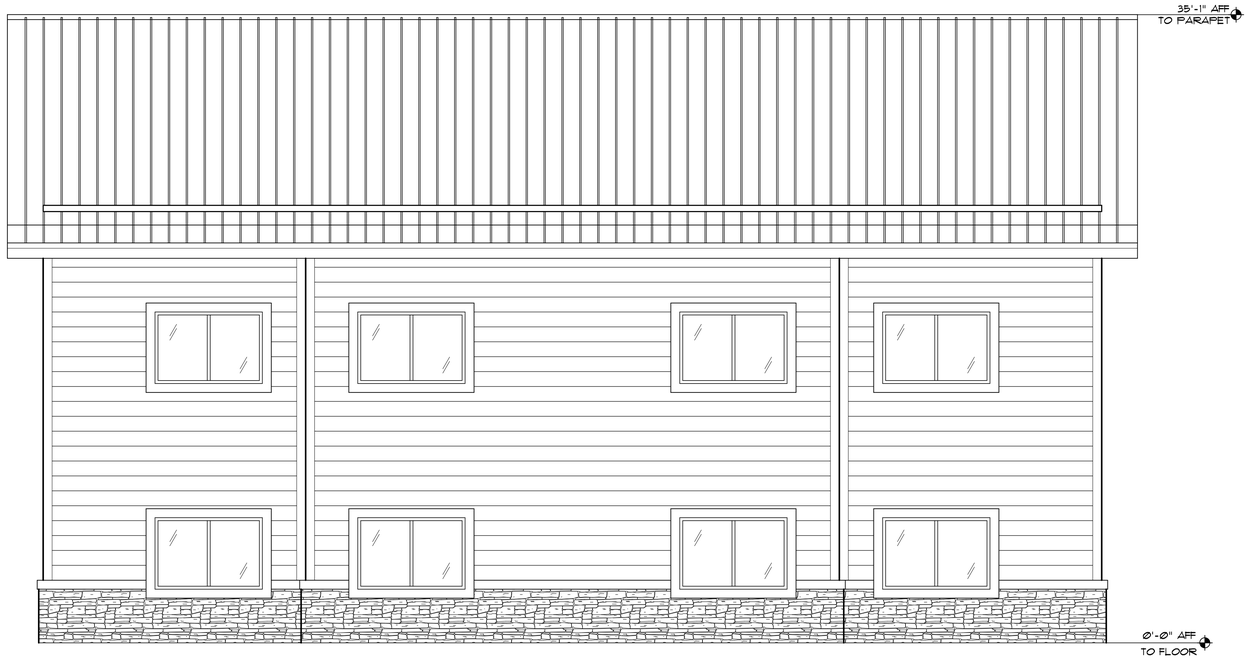
SHEET
A-SM1.0

SOBER LIVING
MANAGEMENT/REC
SCALE:1/4"=1'-0"



1 SOUTH ELEVATION

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



2 NORTH ELEVATION

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

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Sober Living - Residential
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

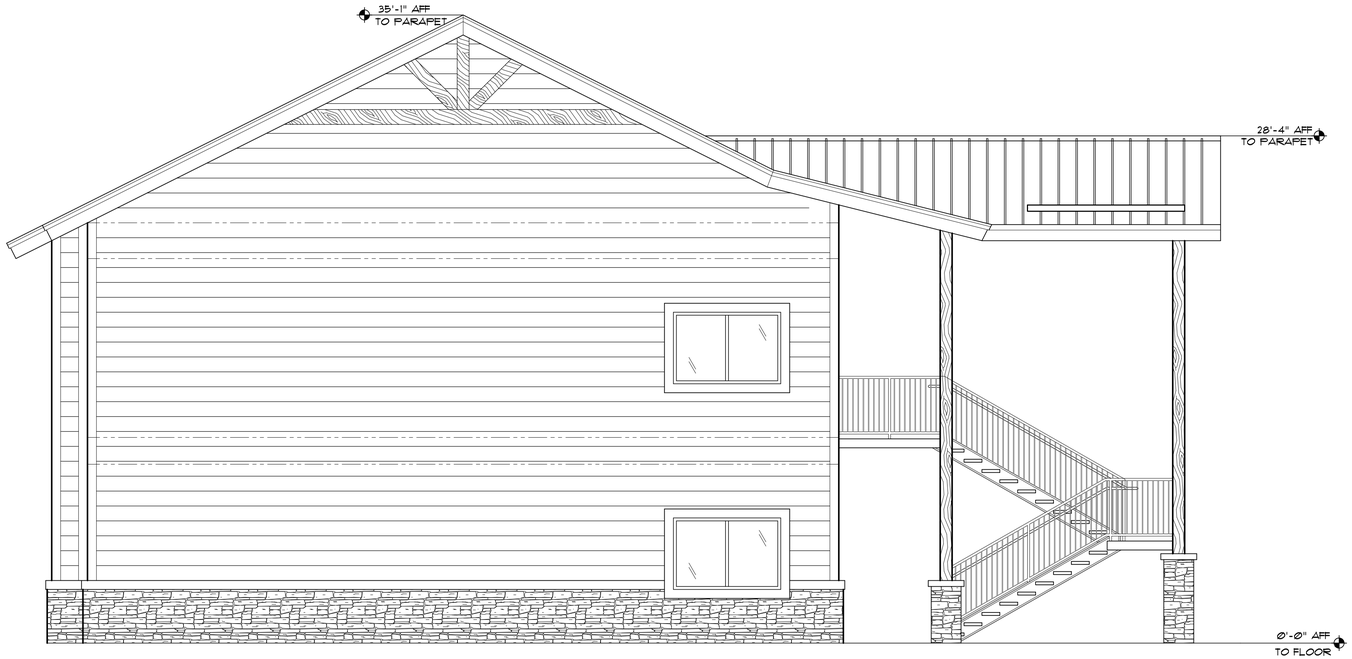
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Job No:

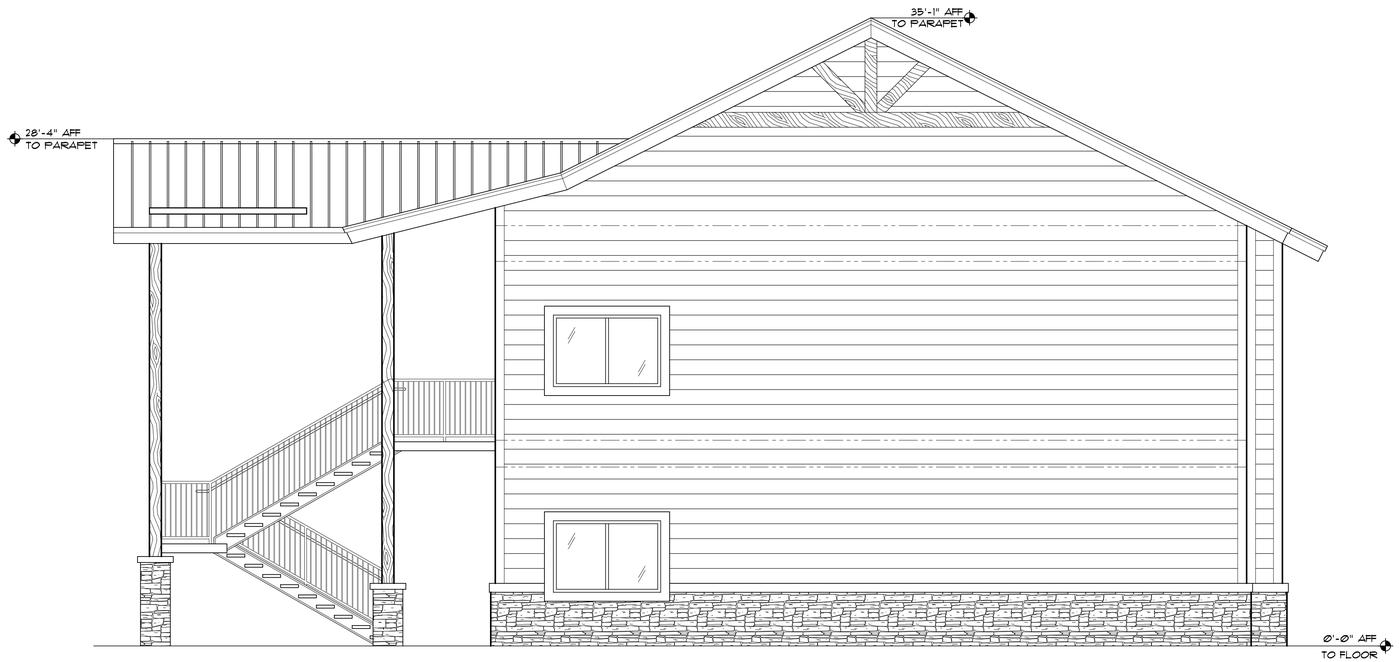
SHEET

A-SLR2.0

SOBER LIVING
EXTERIOR ELEVS
RESIDENTIAL
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-Ø"



2 EAST ELEVATION
SCALE: 1/4" = 1'-Ø"

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Sober Living - Residential
Highway 89-A
Flagstaff, AZ

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CONSTRUCTION

Revisions	By

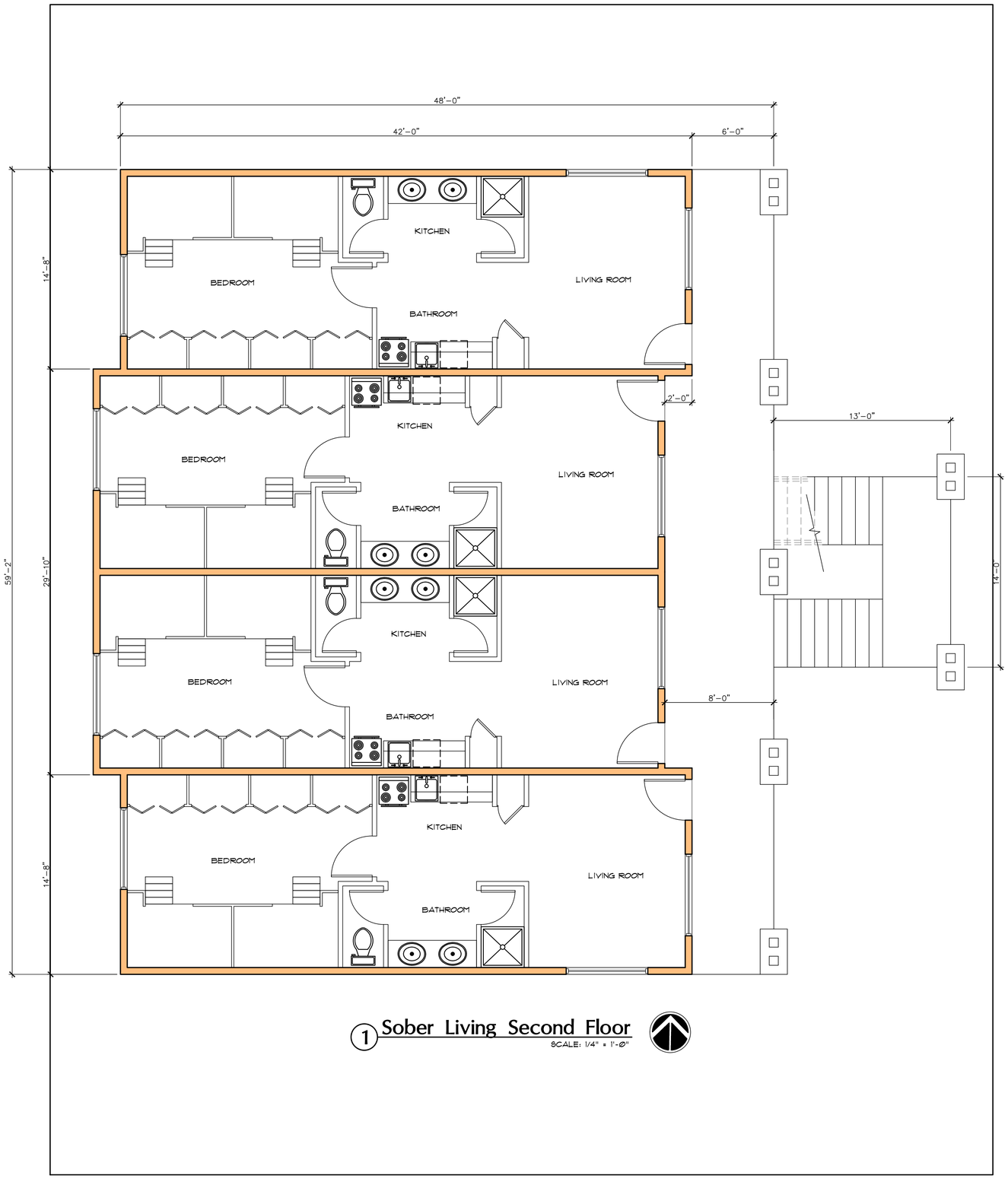
Drawn: LJ

Date: January 19, 2021

Job No:

SHEET
A-SLR2.1

SOBER LIVING
EXTERIOR ELEVS
RESIDENTIAL
SCALE: 1/4" = 1'-Ø"



1 Sober Living Second Floor
SCALE: 1/4" = 1'-0"

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Sober Living - Residential
Highway 89-A
Flagstaff, AZ

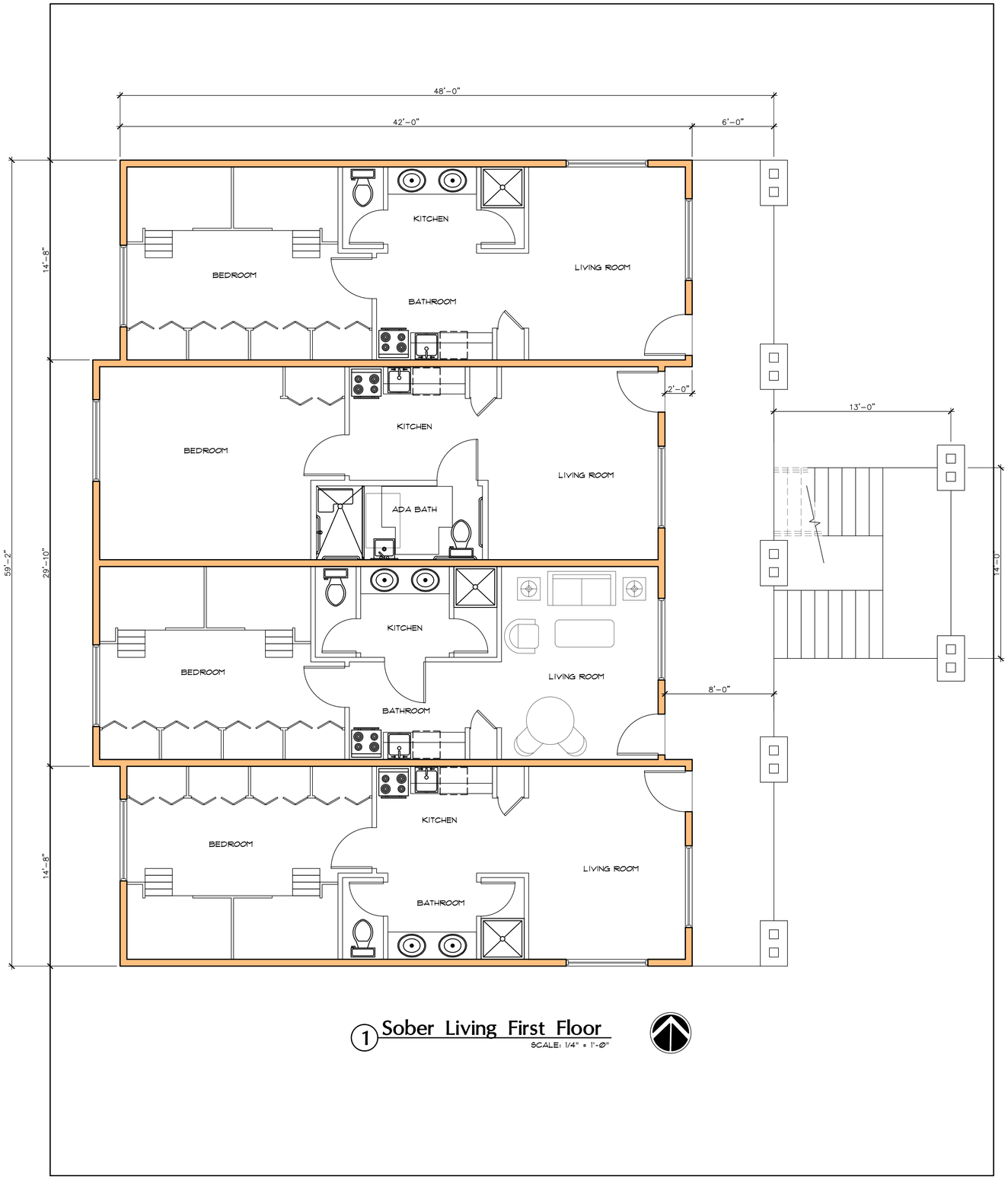
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: January 19, 2021
Job No:

SHEET
A-SLR1.1

SOBER LIVING
SCALE: 1/4" = 1'-0"



1 Sober Living First Floor

SCALE: 1/4" = 1'-0"

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Sober Living - Residential
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

Date: January 19, 2021

Job No:

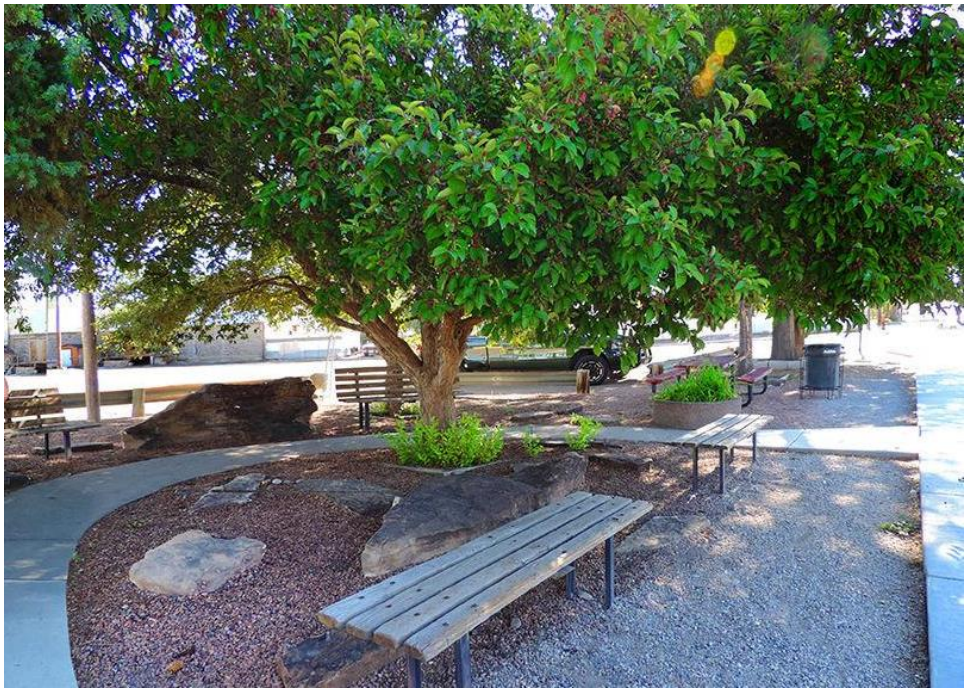
SHEET
A-SLR1.0

SOBER LIVING
SCALE: 1/4" = 1'-0"









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.

CITIZEN PARTICIPATION REPORT
For
FLAGSTAFF REHAB CAMPUS

SWI Project #20136
C.O.F. #PZ-20-00164

Northwest Quarter of Section 5 and South Half of Section 32,
T 21 N, R 8 E, G&SRM
City of Flagstaff,
Coconino County, Arizona

Prepared for:
Flagland LLC
7144 E. Stetson, C-200
Scottsdale, AZ 85251
(602) 882-7451

Prepared by:
Shephard-Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354

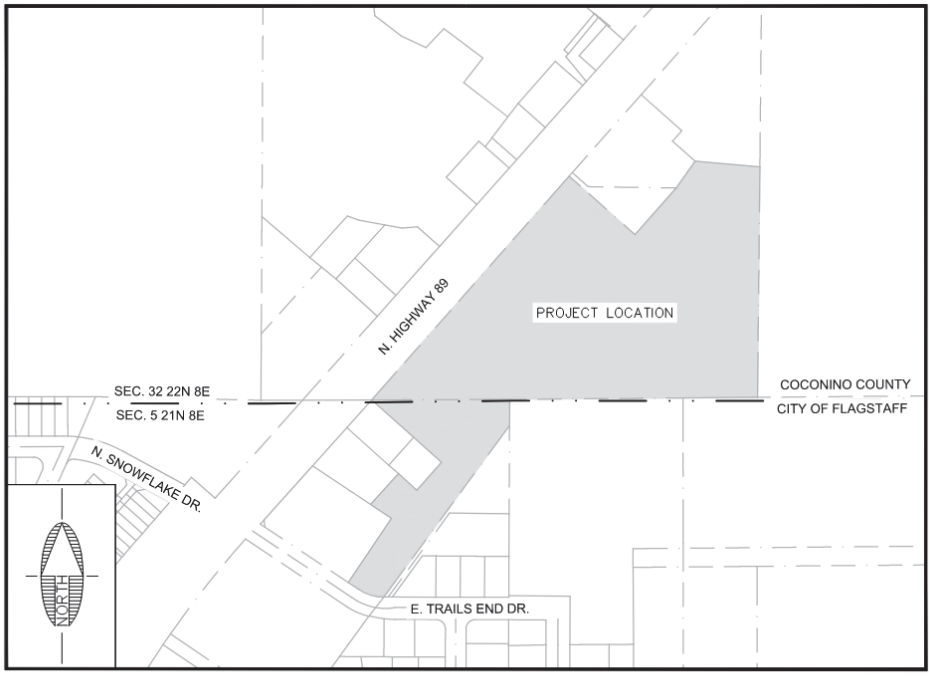
Original Prepared Date: June 8, 2021
Revised Date: July 22, 2021

PROJECT SUMMARY

Flagland LLC is proposing a Flagstaff Rehab Campus that will consist of a Rehabilitation Substance Treatment Campus, sober living units, and two lots for future development. The project is located near the intersection of N. Highway 89 and E. Trails End Drive. Refer to the Vicinity Map below. The overall project encompasses approximately 12.21 acres within two parcels APNs 113-17-011A and 301-50-005G.

The annexation application is specifically for APN 301-50-005G (±10.06 acres). Flagland has the intention of building their facility on the subject property, which is currently located within Coconino County Commercial Heavy (CH-10,000) zone. Flagland LLC would like to annex this County parcel into the City limits in order to construct the campus as part of an overall development that is already within City limits. The parcel will have split zoning that consists of the proposed City zoning districts Highway Commercial (HC) and Rural Residential (RR).

The rezoning application is only for the northeast corner of APN 301-50-005G (±1.10 acres). Flagland LLC has the intention of building an equestrian barn and arena in this corner of the site that will be utilized as part of the patient therapy program. The proposed City zoning district is Rural Residential (RR).



VICINITY MAP
N.T.S.

PROJECT LOCATION

The project is located near the intersection of N. Highway 89 and E. Trails End Drive at 7000 N. Highway 89 in Flagstaff, Arizona. The project is within two parcels APNs 113-17-011A and 301-50-005G. The parcel requested to be annexed is APN 301-50-005G. The northeast corner of this parcel is requested to be rezoned. The project is positioned in the Northwest Quarter of Section 5 and South Half of Section 32, Township 21 North, Range 8 East, of the Gila and Salt River Base Meridian, City of Flagstaff, Coconino County, Arizona.

NEIGHBORHOOD MEETING PLAN

As part of the annexation and rezoning applications, a "Citizen Participation Plan" is required in accordance with the Zoning Code. The main component of the plan is to hold at least one neighborhood meeting to introduce the project to surrounding property owners. Per the direction from City staff, the neighborhood meeting will be held virtually on Zoom due to the COVID-19 pandemic. The Zoning Code requires two neighborhood meetings, but gives City staff the authority to waive the requirement for the second meeting. After the first neighborhood meeting, the applicant will have the opportunity to submit a written request for Staff review and determination of whether or not a second meeting is needed.

The first neighborhood meeting will begin with a presentation from the applicant's team that will be followed by a question and answer session. The applicant's proposed concept plan and other exhibits will be displayed during the presentation. The applicant's representative and engineer, Guillermo Cortes, will lead the meeting, and the applicant, Mike Zipprich, will make the presentation. The meeting will begin with establishing communication guidelines for the virtual meeting, which will be reiterated throughout as needed. Before the presentation, the applicant's representative will ask all attendees to provide their name and address in the chat box to record their attendance to the meeting. Attendees will be informed that they have the ability to use the chat function to respectfully ask question and make comments. Attendees will be reminded to remain muted during the presentation, raise their hand in the Zoom chat function to speak, and respect the opinions of all other attendees. Any questions or comments will be addressed during the question and answer session following the presentation. The attendees will be also be informed that they have the opportunity to verbally provide questions and input during the question and answer session. Attendees will have up to three minutes to speak and will be notified when their time is up. Only one person will be allowed to talk at a time during any portion of this meeting. Attendees will also be notified that if participants in the meeting continue to interrupt other attendees or presenters, they may be removed from the meeting.

Mike Zipprich will give a presentation to the attendees describing the annexation and rezoning requests, the area to be annexed and rezoned, the current and proposed use of this area, the current and proposed zoning, reasons behind the annexation and rezoning requests, the improvements that will be made to accommodate development, and any other relevant information. Guillermo Cortes will assist with the presentation

and provide input and comments as necessary. Stephen Irwin will monitor the chat and screen share during the presentation. Cassandra Pham will document the meeting minutes. The proposed concept plan and supporting exhibits will be shared on the screen during the presentation so that the attendees can visually see the proposed site layout.

The attendees will be muted during the presentation. Once the presentation is made, the applicant and his representative will open the meeting to the question and answer session. The session will begin with answering any questions or responding to comments that attendees wrote in the chat box during the presentation. The session will then transition to verbal discussion. The intent of this portion of the meeting is for the applicant and his representative to engage in dialogue in attempt to address any concerns the attendees may have. Once this discussion is completed, the meeting will be called to an end.

There will be additional opportunities for the potentially affected parties to discuss and provide input on the applicant's proposal. The applicant and his representatives will inform attendees that they will continue to make themselves available throughout the annexation and rezoning process to answer and address any questions or concerns. It is noted that the applicant and the project team's contact information is clearly stated on the proposed meeting notice for ongoing communication with the community. The applicant and his team will work to address and attempt to resolve any concerns expressed by members of the community throughout the annexation and rezone process either through email or by phone.

Following the neighborhood meeting and efforts described above, the applicant will submit to the City Planning Development Manager assigned to this annexation and rezoning case, Genevieve Pearthree, a Neighborhood Meeting Record of Proceedings and the Neighborhood Meeting Certification in accordance with Section 10-20.20-060 of the City's Zoning Ordinance. These are the methods that will be used to keep City Planning Staff and the City Planning Director informed of the public outreach status.

NOTICE OF PUBLIC HEARINGS

After coordination with City staff, it was determined that the applicant should reach out to neighboring properties within a 600-foot radius and homeowner's associations (HOA) within a 1,000-foot radius of the project site. Notifications should also be sent to the City's "Registry of Persons and Groups" as provided by the City. A copy of the 600-foot Mailing Buffer Exhibit and mailing list is included in Appendix A.

The applicant proposes to mail the neighborhood meeting letter to all parties described above. The letter will notify the neighbors of the upcoming request for the annexation and rezoning, invite parties to the first neighborhood meeting, and allow time for feedback. A copy of the neighborhood meeting letter is included in Appendix B. The letter will include the Zoom meeting link for the first neighborhood meeting to be held on

June 30, 2021. The letter was mailed on June 14, 2021 via first-class mail of the United States Post Office, which complies with the requirement of notification at least 15 days prior to the meeting date.

In addition to the public outreach letters, two 4'x4' signs were posted at the property's public right-of-way entrances on N. Highway 89 on June 18, 2021, which complies with the requirement of notification at least 10 days prior to the meeting date. The sign included the purpose, time, date, and location of the meeting. The sign conformed to the City's public hearing sign design standards and included a tube containing copies of the neighborhood meeting notice. An image of the posted sign is included in Appendix C.

FIRST NEIGHBORHOOD MEETING RECORD OF PROCEEDINGS

The first virtual neighborhood meeting was held on June 30, 2021 via Zoom and consisted of a total of 13 participants, not including the project team. Appendix D includes the Zoom meeting registration list of the participants. At this time, we have received three phone calls from neighbors asking for additional project information, which has been provided via email. The questions and answers from the meeting are documented and included in Appendix E. Additional information including a copy of the exhibits that were shared during the meeting and written documentation regarding staffing information was emailed to all meeting participants. These email attachments are also included in Appendix E.

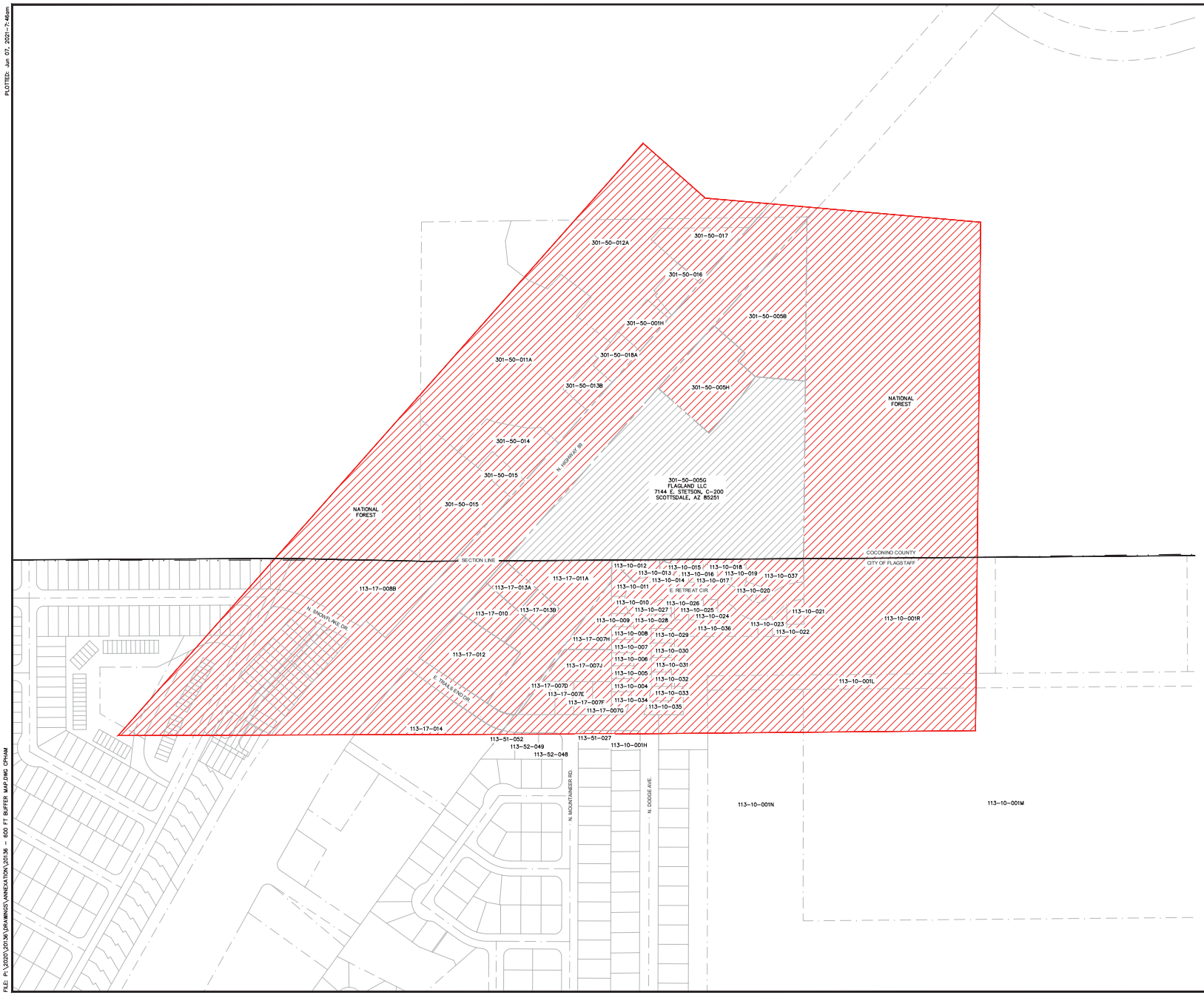
SECOND NEIGHBORHOOD MEETING WAIVER

Due to the additional information provided during and after the meeting and overall positive feedback at the first neighborhood meeting, the City of Flagstaff has granted our request to waive the requirement for the second neighborhood meeting.

PLANNING AND ZONING & CITY COUNCIL MEETINGS

The public hearings before the City of Flagstaff Planning and Zoning Commission and City Council have not been scheduled yet. Once the meeting dates have been determined, the public hearing letters will be sent to the same mailing list used for the neighborhood meetings and include information on how to access the virtual meetings. In addition to the public hearing letters, appropriate signage will be posted at least 15 days prior to the meetings per City requirements.

APPENDIX A



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

600 FOOT BUFFER MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
www.swiaz.com
SWI Shephard Wesnitzer, Inc.

NO.	DESCRIPTION	DATE	BY

REVISIONS

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

DRAWING NO.
BM01

SHT NO. 1 OF 2

PLOTTED: Jun 07, 2021-7:46am
FILE: P:\2020\20136\DRAWINGS\ANNEXATION\20136 - 600 FT BUFFER MAP.DWG CPHAM

APPENDIX B

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001

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928.774.8934 fax

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June 14, 2021

Dear Neighbor,

Flagland LLC would like to invite the surrounding neighbors to a Neighborhood Meeting to discuss the annexation and rezoning applications (COF PZ-21-00087-003 & PZ-21-00087-004) that will be submitted for a parcel of land that is currently located within Coconino County. The subject parcel is located at 7000 N. Highway 89. The meeting and presentation will be held virtually on **Wednesday, June 30, 2021 at 6 pm** through Zoom to discuss the annexation and rezoning of this property. See below for the Zoom meeting instructions.

Join Zoom Meeting:
https://us02web.zoom.us/j/89182124001?pwd=dUM3V1BqU0JKNmhsSXZkY05wMUZqZz09
Meeting ID: 891 8212 4001
Passcode: 714021

The annexation application is specifically for APN 301-50-005G (±10.06 acres). Flagland LLC has the intention of building a Rehabilitation Substance Treatment Campus on the subject property, which is currently an allowed use within Coconino County Commercial Heavy (CH-10,000) zone. Flagland LLC would like to annex this County parcel into the City limits and designate this Campus to have the comparable City zoning district of Highway Commercial (HC), which also allows this use.

The rezoning application is only for the northeast corner of APN 301-50-005G (±1.10 acres). Flagland LLC has the intention of building an equestrian barn and arena in this corner of the site that will be utilized as part of the patient therapy program.

The plan sheets submitted in association with the Concept Plan and attached herein reflect the limits of the overall project. The parcel to be annexed is a part of an overall project that is called Flagstaff Rehab Campus and will consist of four proposed parcels. One parcel will be used for the Rehabilitation Substance Treatment Campus, one parcel will be used for the sober living units, and the two remaining parcels will be used for future development. Access to the site will be provided by two new full access driveways on N. Highway 89.

Project material will be available for review starting at 6:00 pm with a presentation starting shortly after followed by a question and answer session. This will allow any

neighborhood comment and questions to be identified and addressed prior to the project's public hearing before the City Planning and Zoning Commission. Comments will be included in the meeting summary and provided to the City Planning Department.

We hope to see you there. If you are unable to attend, please provide comments in the space below and mail to the developer's representative:

Mr. Stephen Irwin
Shephard-Wesnitzer, Inc.
110 West Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354
sirwin@swiaz.com

Please see below for the City of Flagstaff representative contact information:

Ms. Genevieve Pearthree
Planning Development Manager
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2603
~~gpearthree@flagstaff.gov~~
gpearthree@flagstaffaz.gov

Sincerely,
Shephard – Wesnitzer, Inc.

Stephen C. Irwin, P.E.
Project Engineer

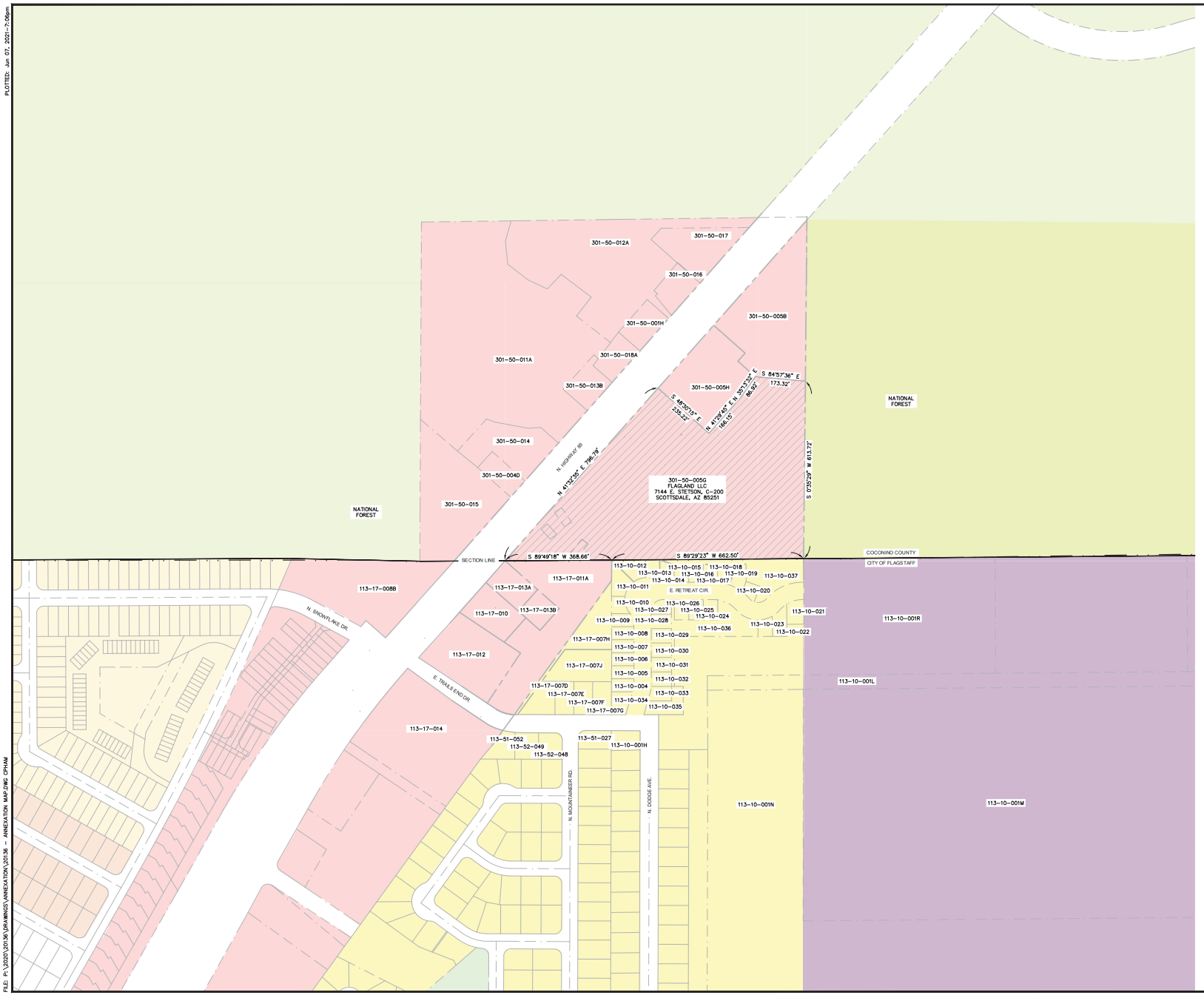
COMMENTS REGARDING THIS DEVELOPMENT

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, Arizona 86001

928.773.0354 ph
928.774.8934 fx

info@swiaz.com
www.swiaz.com



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" : 150'

0 75 150

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF ARIZONA

ANNEXATION MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
www.swiaz.com
SWI Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

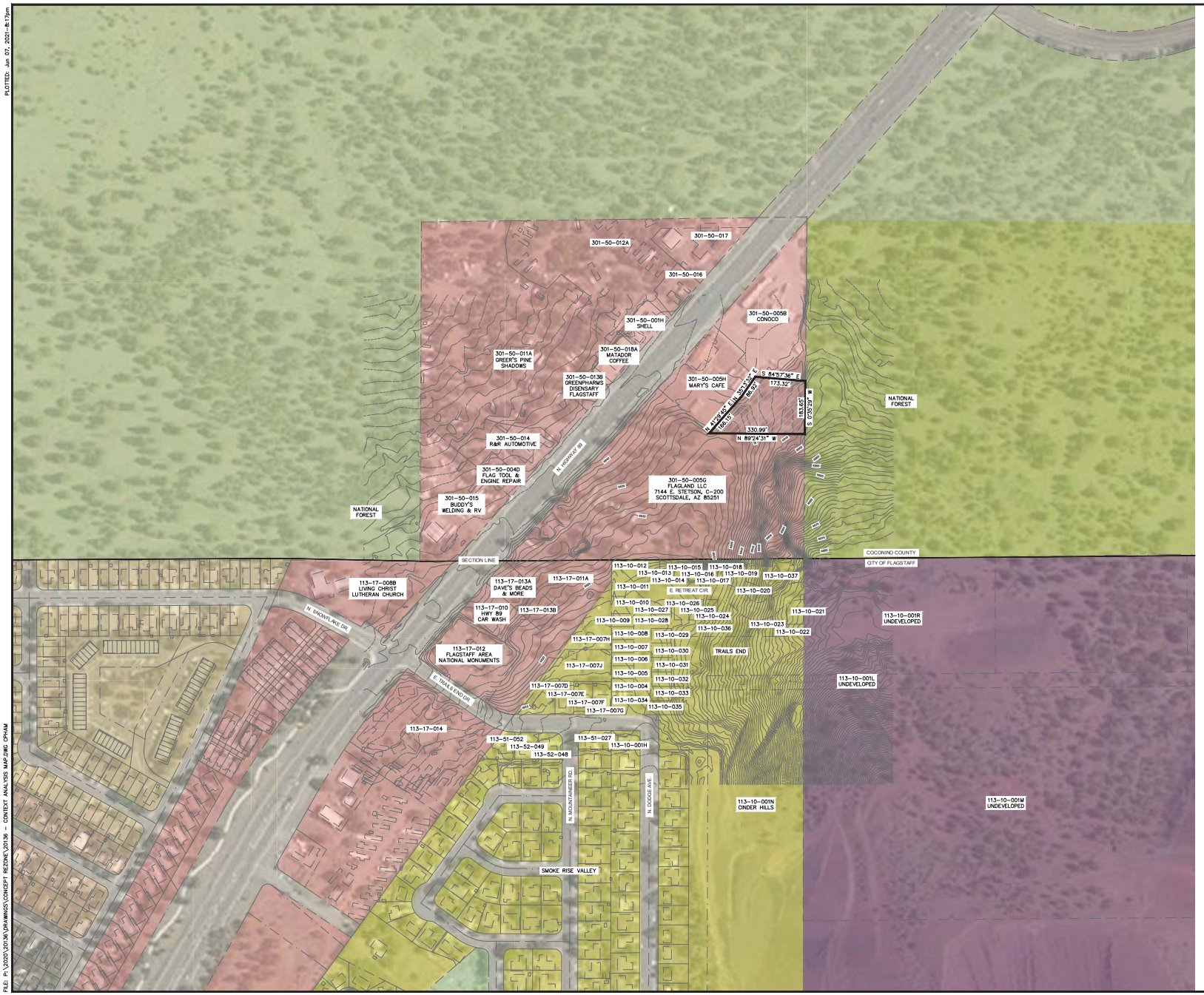
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ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
AM01

SHT NO. 1 OF 1

PLOTTED: Jun 07, 2021 - 7:06pm

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FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONTEXT ANALYSIS MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

SVI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

REVISIONS

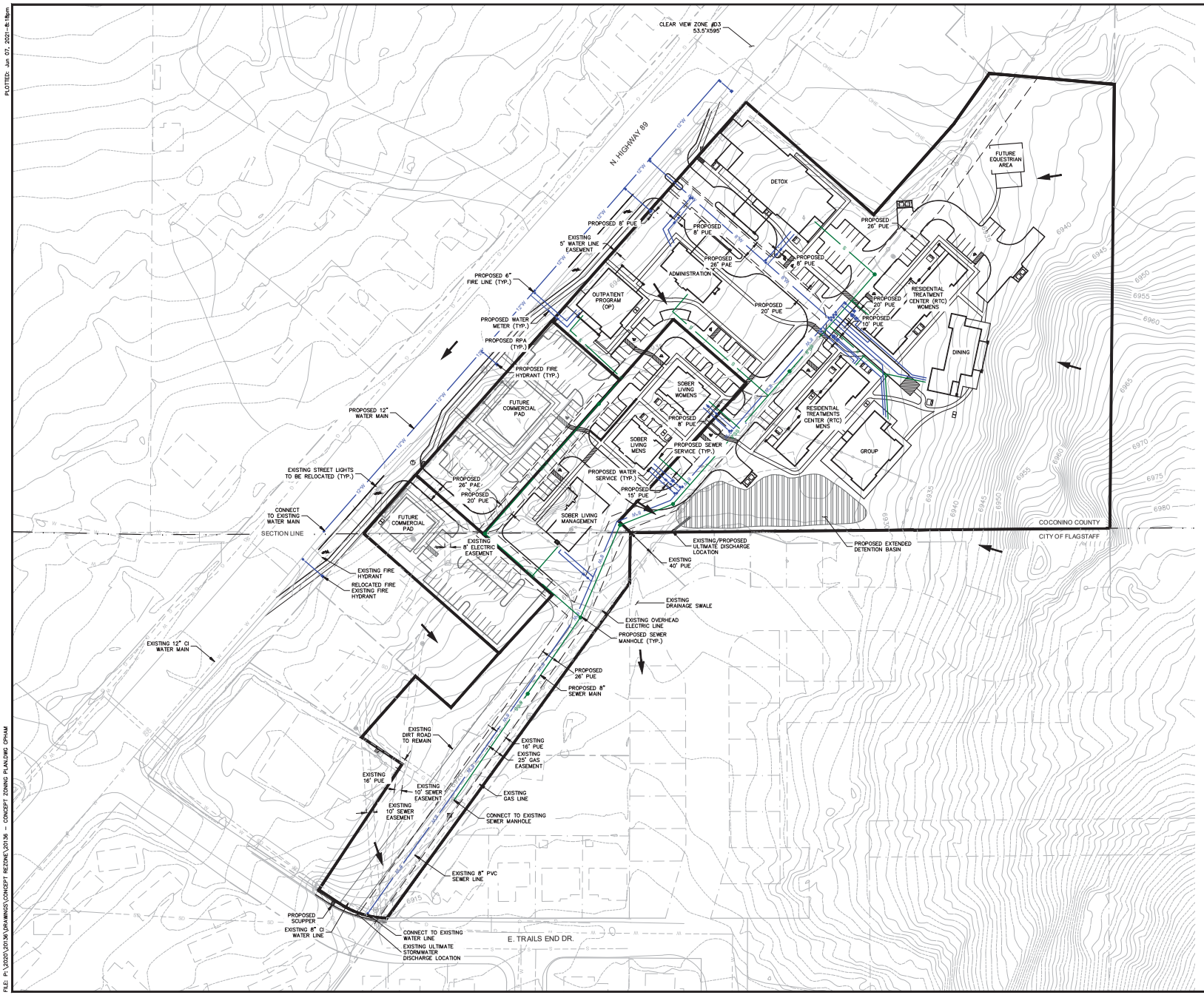
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Call at least two full working days before you begin excavation
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CM01

SHT NO. 2 OF 5

PLOTTED: Jun 07, 2021-8:17pm
FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONTEXT ANALYSIS MAP.DWG CPHAM



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" = 60'
0 30 60

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONCEPT ZONING PLAN

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

SVI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

DRAWING NO.
CP01

SHT NO. 4 OF 5

PLOTTED: Jun 07, 2021 - 8:19am

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONCEPT ZONING PLAN.DWG CPHAM

APPENDIX C

ANNEXATION & REZONING NEIGHBORHOOD MEETING

NEIGHBORHOOD MEETING: June 30, 2021 at 6 pm

LOCATION OF MEETING: Zoom

https://us02web.zoom.us/j/89182124001?pwd=dUM3V1BqU0JKNmhsSXZkY05wMUZqZz09

REQUESTS: An Annexation for Flagland LLC to allow annexation of a property located on a 10.06-acre parcel at 7000 North Highway 89 within Coconino County Commercial Heavy (CH-10,000) zone. The parcel will have split zoning, which include proposed City zoning districts Highway Commercial (HC) and Rural Residential (RR).

A Rezoning for Flagland LLC to allow for an equestrian area located on 1.10-acre of the northeast corner of the site. The proposed City zoning district is and Rural Residential (RR).

AREA TO BE ANNEXED & REZONED: 7000 North Highway 89, Flagstaff, Arizona 86004 (APN 301-50-005G)

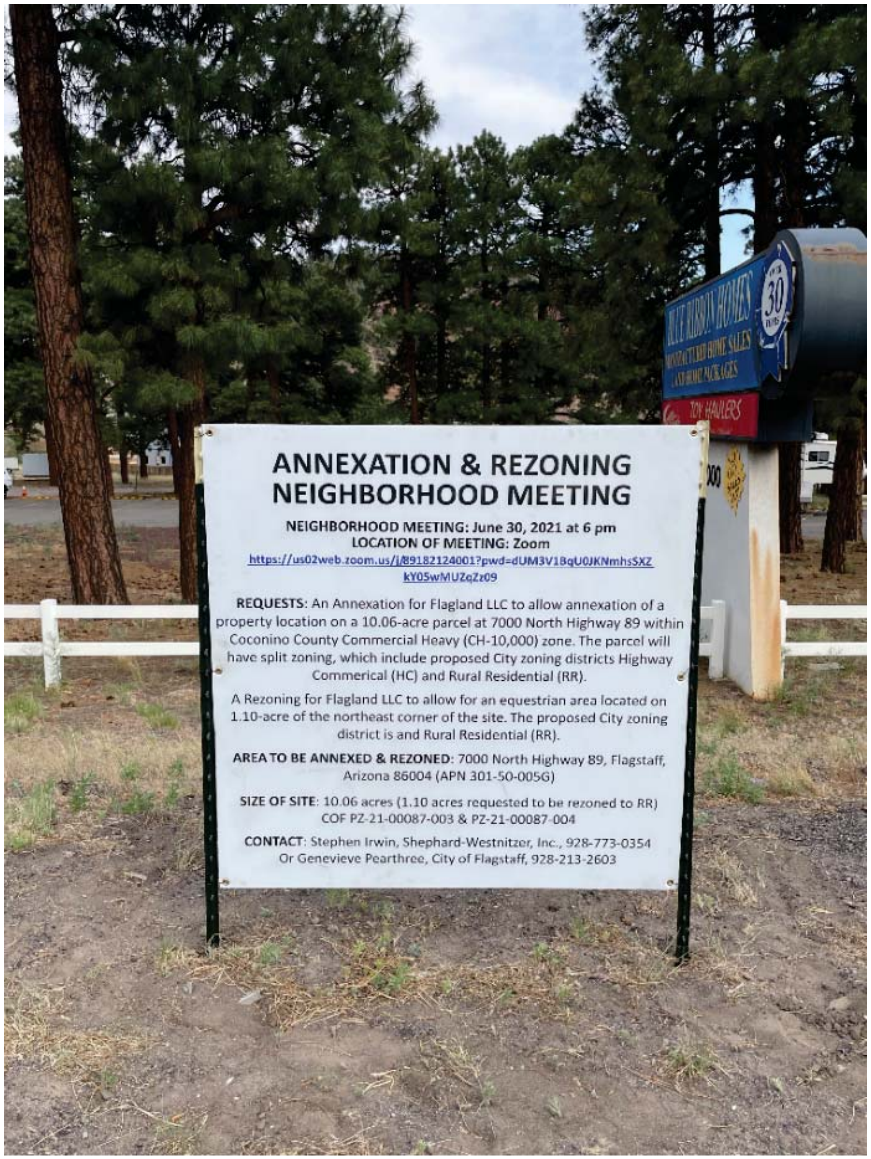
SIZE OF SITE: 10.06 acres (1.10 acres requested to be rezoned to RR)

COF PZ-21-00087-003 & PZ-21-00087-004

CONTACT: Stephen Irwin, Shephard-Wesnitzer, Inc., 928-773-0354

Or Genevieve Pearthree, City of Flagstaff, 928-213-2603


ANNEXATION & REZONING
NEIGHBORHOOD MEETING
NEIGHBORHOOD MEETING: June 30, 2021 at 6 pm
LOCATION OF MEETING: Zoom
https://us02web.zoom.us/j/89182124001?pwd=dUM3V1BqU0JKNmhsSXZkY05wMUZqZz09
REQUESTS: An Annexation for Flagland LLC to allow annexation of a property location on a 10.06-acre parcel at 7000 North Highway 89 within Coconino County Commercial Heavy (CH-10,000) zone. The parcel will have split zoning, which include proposed City zoning districts Highway Commerical (HC) and Rural Residential (RR).
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SIZE OF SITE: 10.06 acres (1.10 acres requested to be rezoned to RR)
COF PZ-21-00087-003 & PZ-21-00087-004
CONTACT: Stephen Irwin, Shephard-Westnitzer, Inc., 928-773-0354
Or Genevieve Pearthree, City of Flagstaff, 928-213-2603


ANNEXATION & REZONING
NEIGHBORHOOD MEETING
NEIGHBORHOOD MEETING: June 30, 2021 at 6 pm
LOCATION OF MEETING: Zoom
https://us02web.zoom.us/j/89182124001?pwd=dUM3V1BqU0JKNmhsSXZkY05wMUZqZz09
REQUESTS: An Annexation for Flagland LLC to allow annexation of a property location on a 10.06-acre parcel at 7000 North Highway 89 within Coconino County Commercial Heavy (CH-10,000) zone. The parcel will have split zoning, which include proposed City zoning districts Highway Commerical (HC) and Rural Residential (RR).
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COF PZ-21-00087-003 & PZ-21-00087-004
CONTACT: Stephen Irwin, Shephard-Westnitzer, Inc., 928-773-0354
Or Genevieve Pearthree, City of Flagstaff, 928-213-2603

APPENDIX D

Flagstaff Rehab Campus

SWI Project #20136

Virtual Neighborhood Meeting – Zoom Registration

Wednesday, June 30, 2021

Registrants	Email Address	Registration Date
Barbara Chadwick	barbara@flagstaffconcierge.com	Jun 30, 2021 06:09 PM
Gillian and Clint Bleeker	gillian@landscapeconnection.biz	Jun 30, 2021 06:09 PM
Gillian Bleeker	gillian@bleekersboxes.com	Jun 30, 2021 06:05 PM
Paul bustamante, architect	Paul@pdbarchitect.com	Jun 30, 2021 06:00 PM
Jenny McRoy	jenlmcroy@gmail.com	Jun 30, 2021 05:57 PM
Stephen Irwin	sirwin@swiaz.com	Jun 30, 2021 05:57 PM
Guillermo Cortes	gcortes71@gmail.com	Jun 30, 2021 05:57 PM
Valeria Chase	valeria.chase@nau.edu	Jun 30, 2021 05:57 PM
JD Huyser	johnhuyser@icloud.com	Jun 30, 2021 05:57 PM
Shawn Johnson	shawn.johnson@flagstaffaz.gov	Jun 30, 2021 05:56 PM
Jessica Truettner	Truettner4@yahoo.com	Jun 30, 2021 05:54 PM
Genevieve Pearthree	gpearthree@flagstaffaz.gov	Jun 30, 2021 05:54 PM
Sheila Harris	sheila@harrisconsult.co	Jun 30, 2021 05:53 PM
Shannon Anderson	sanderson@flagstaffaz.gov	Jun 30, 2021 05:53 PM
Dan Musselman	dmusselman@coconino.az.gov	Jun 30, 2021 05:53 PM

Registrants	Email Address	Registration Date
Judy	judyshelton513@gmail.com	Jun 30, 2021 05:52 PM
Cassandra Pham	cpham@swiaz.com	Jun 30, 2021 05:50 PM
michael zipprich	mzipprich@arc-america.com	Jun 30, 2021 05:49 PM
Carla McCord	cmccord@lovencontracting.com	Jun 30, 2021 05:40 PM
Michelle Shetler-Carrasco	mcarrasco@arc-america.com	Jun 30, 2021 05:34 PM
michael zipprich	mzipprich@enrpi.com	Jun 28, 2021 02:52 PM

APPENDIX E

Flagstaff Rehab Campus

PZ-21-00087



Virtual Neighborhood Meeting

June 30, 2021

Meeting Outline

- Team Introduction
- Meeting Information
- Project Overview
- Proposed Annexation and Rezone
- Next Steps
- Question & Answer Session

Team Introduction

Developer: America's Rehab Campuses

- Mike Zipprich, CEO
- Michelle Shetler-Carrasco, COO/Executive VP

Architect: Paul Bustamante

- Paul Bustamante

Engineer: Shephard-Wesnitzer, Inc.

- Guillermo Cortes / Stephen Irwin, PE
- Cassandra Pham, EIT

Meeting Information

- This meeting is scheduled for one hour duration
- Remain muted throughout presentation
- Please be advised that this meeting is being recorded

PLOTTED: Jun 07, 2021–11:05am

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



Shephard Wesnitzer, Inc.

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

www.swiaz.com

JOB NO.	20136
DATE	JUN 21
SCALE	1"=500'
DRAWN	CNP
DESIGN	CNP
CHECKED	SCI

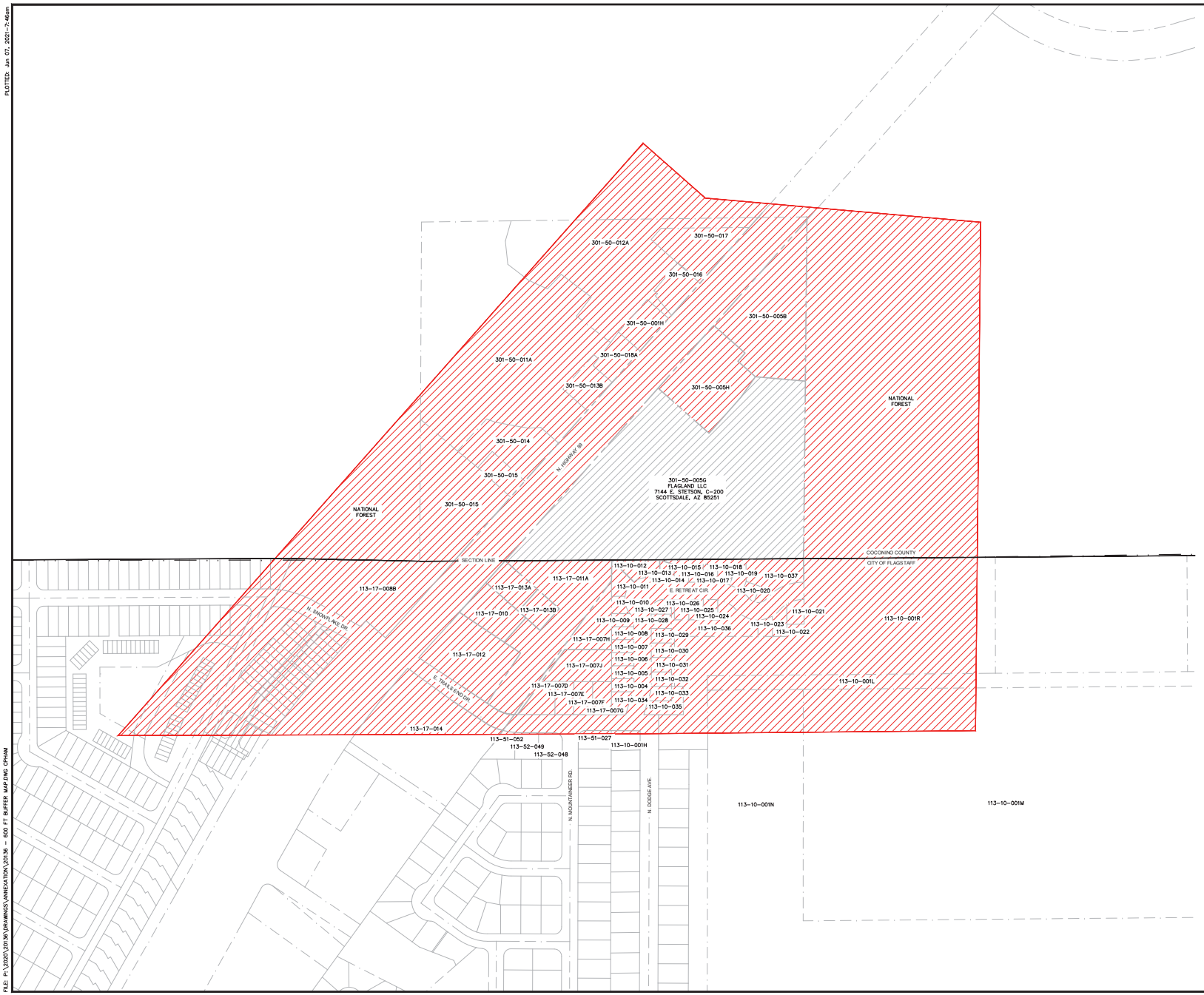
FLAGSTAFF REHAB CAMPUS

FLAGSTAFF
ARIZONA

VICINITY MAP

SHEET 1 OF 1

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FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

600 FOOT BUFFER MAP

JOB NO: 2036
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

SVI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

NO.	DESCRIPTION	DATE	BY

REVISIONS

Call at least two full working days before you begin excavation
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

PRELIMINARY

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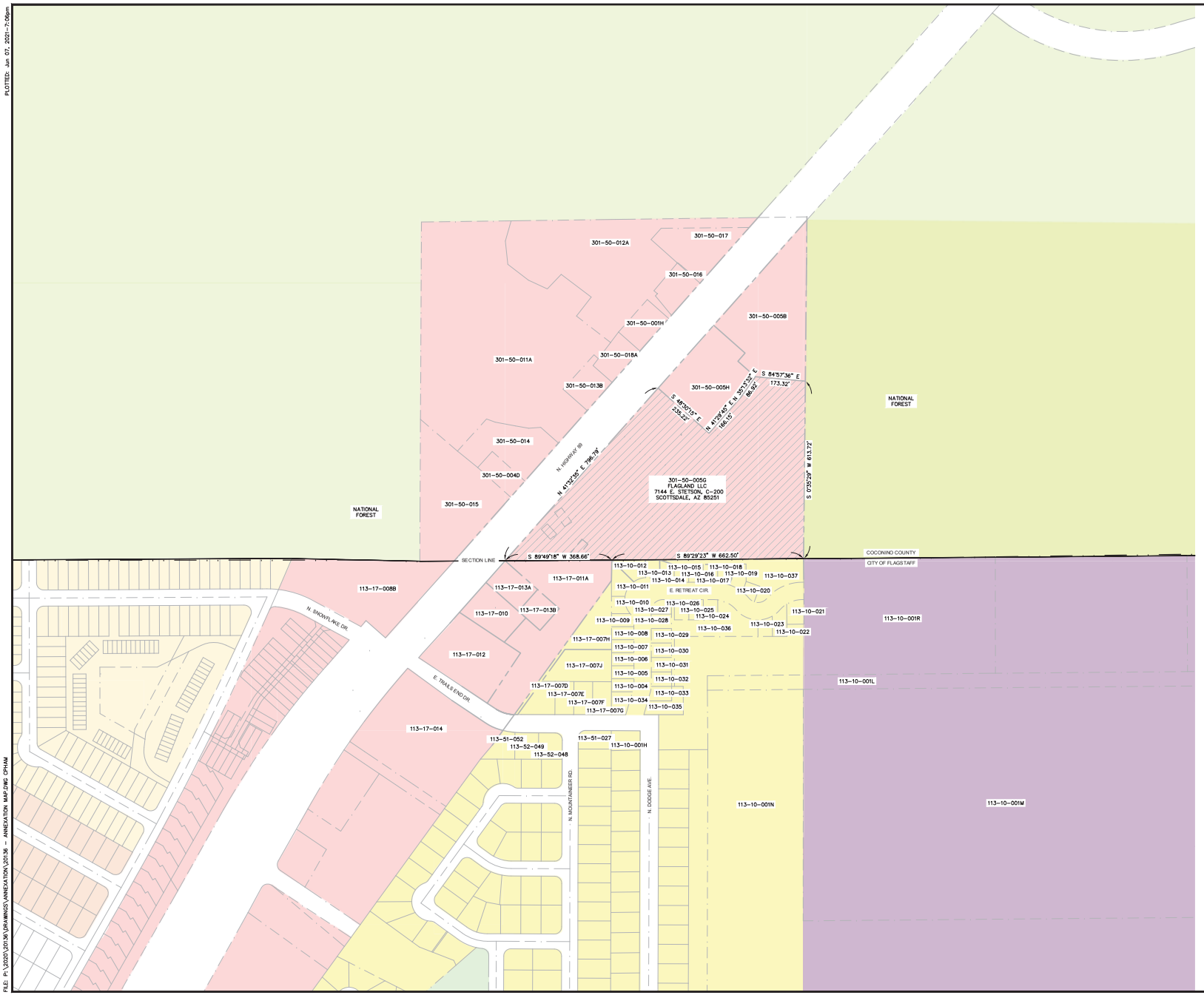
C.O.F. Project # PZ 20-00164

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BM01

SHT NO. 1 OF 2

PLOTTED: Jun 07, 2021-7:46am

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PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" : 150'

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C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF ARIZONA

ANNEXATION MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
www.swiaz.com
SWI Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

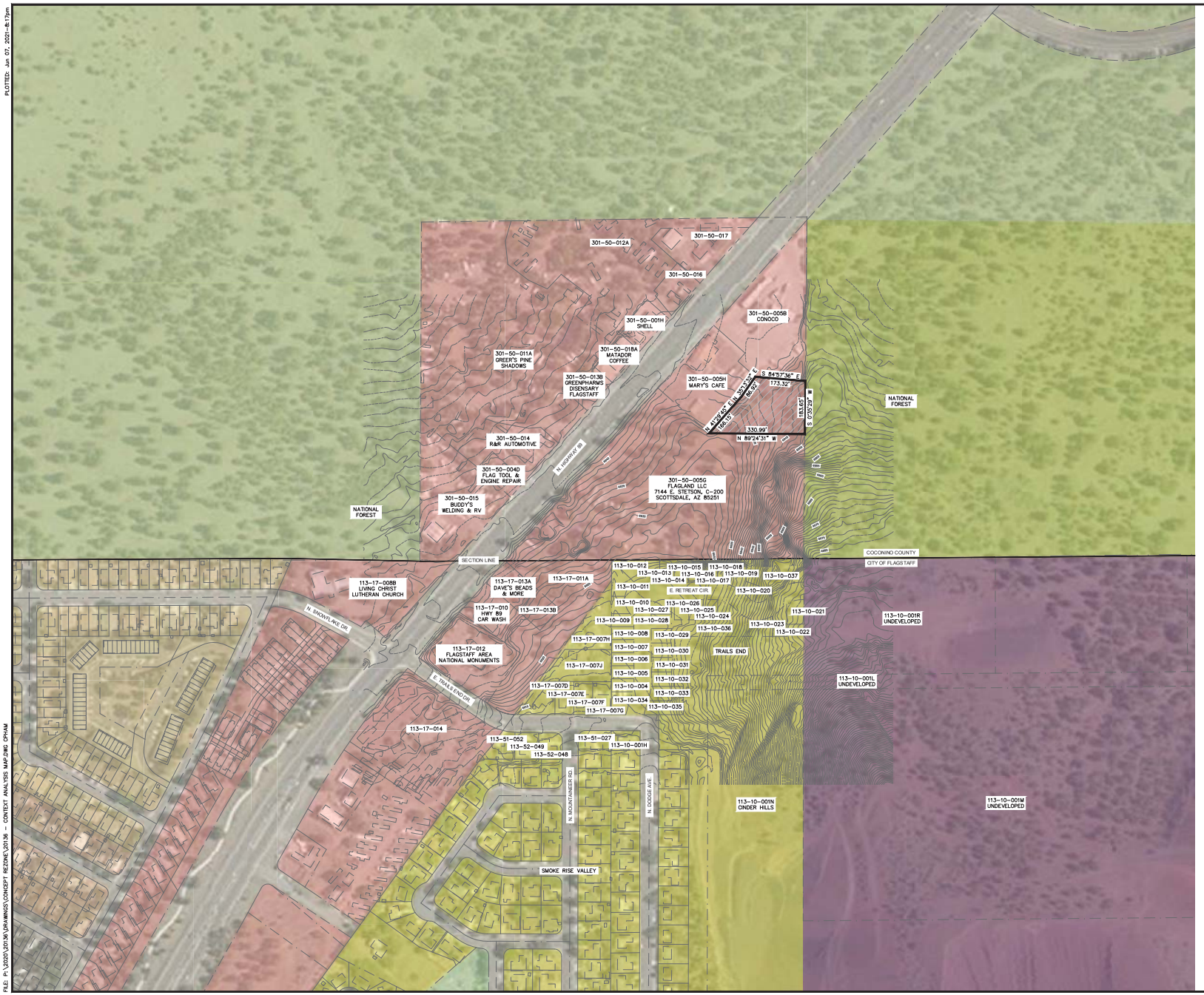
Call at least two full working days before you begin excavation
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
AM01

SHT NO. 1 OF 1

PLOTTED: Jun 07, 2021 - 7:06pm

FILE: P:\2020\20136\DRAWINGS\ANNEXATION\20136 - ANNEXATION MAP.DWG CPHAM



FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONTEXT ANALYSIS MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

SVI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CM01

SHT NO. 2 OF 5

PLOTTED: Jun 07, 2021-8:17pm
FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONTEXT ANALYSIS MAP.DWG CPHAM

LEGEND
FLAGSTAFF REHAB CAMPUS
SOBER LIVING
FUTURE COMMERCIAL PAD 1
FUTURE COMMERCIAL PAD 2
PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING
C.O.F. Project # PZ 20-00164
SCALE: 1" = 60'
DRAWING NO. CP01
SHT NO. 4 OF 5
REVISIONS
NO. DESCRIPTION DATE BY
Call at least two full working days before you begin excavation. Arizona811
Stephard Westrate, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.774.8934 fax
www.swiaz.com
JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
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CHECKED: SCI
FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA
CONCEPT ZONING PLAN
COCONINO COUNTY
CITY OF FLAGSTAFF
N HIGHWAY 89
E. TRAILS END DR.
SECTION LINE
FUTURE EQUESTRIAN AREA
RESIDENTIAL TREATMENTS CENTER (RTC) WOMENS
DINING
RESIDENTIAL TREATMENTS CENTER (RTC) MENS
GROUP
DETOX
ADMINISTRATION
OUTPATIENT PROGRAM (OP)
SOBER LIVING WOMENS
SOBER LIVING MEN
SOBER LIVING MANAGEMENT
FUTURE COMMERCIAL PAD
FUTURE COMMERCIAL PAD
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PLOTTED: JUN 29, 2021 - 11:27AM

Flagstaff Location







Khaki Brown >



Timber Bark >



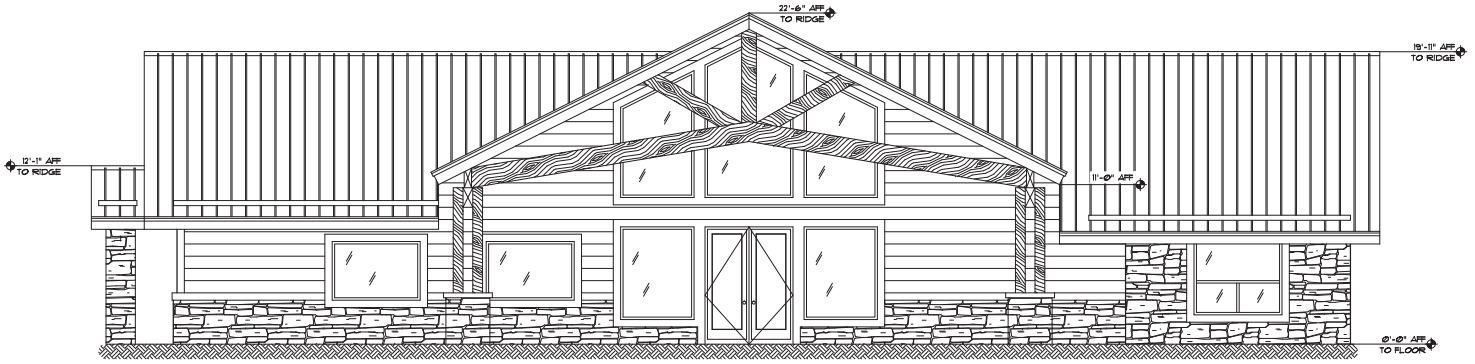
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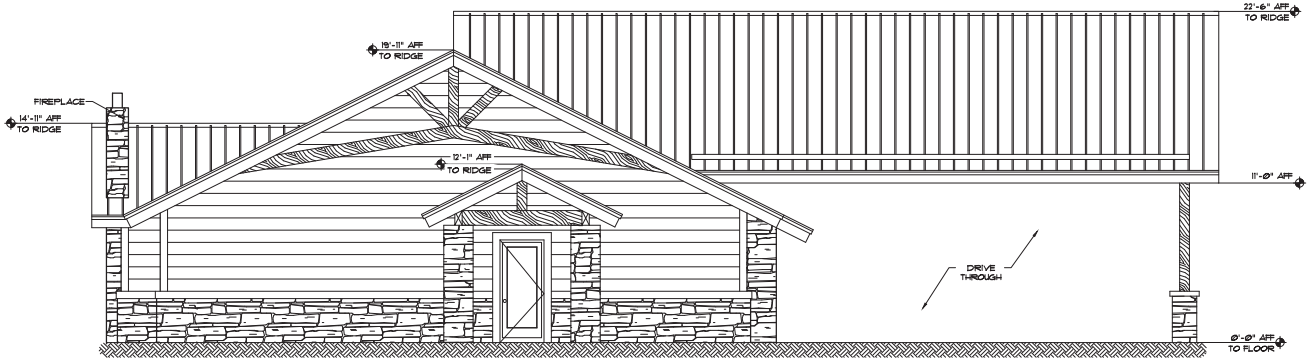
Ledgestone Series
(Click to view all Ledgestone Veneer styles)



Stone Combinations
(Click to view all Stone Combination styles)



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. bustamante
architect

Health Facility - Admin Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

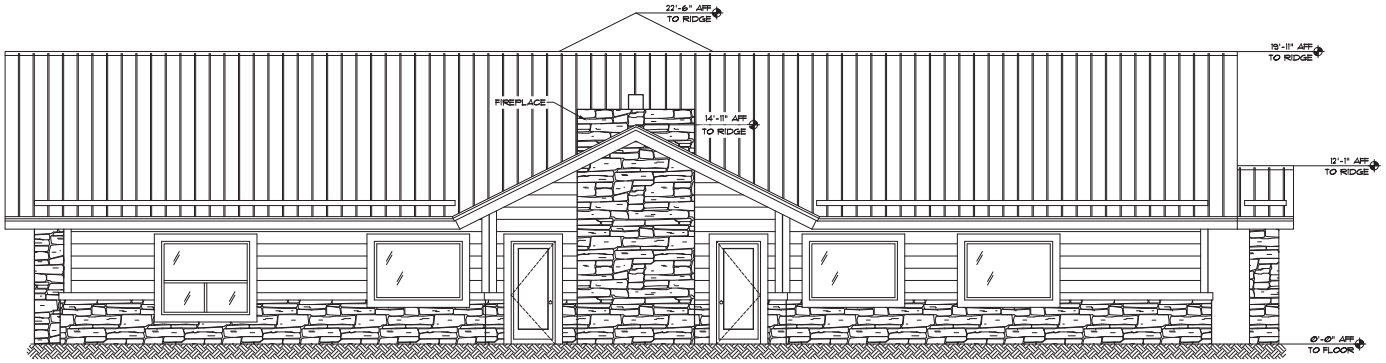
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Date: January 19, 2021

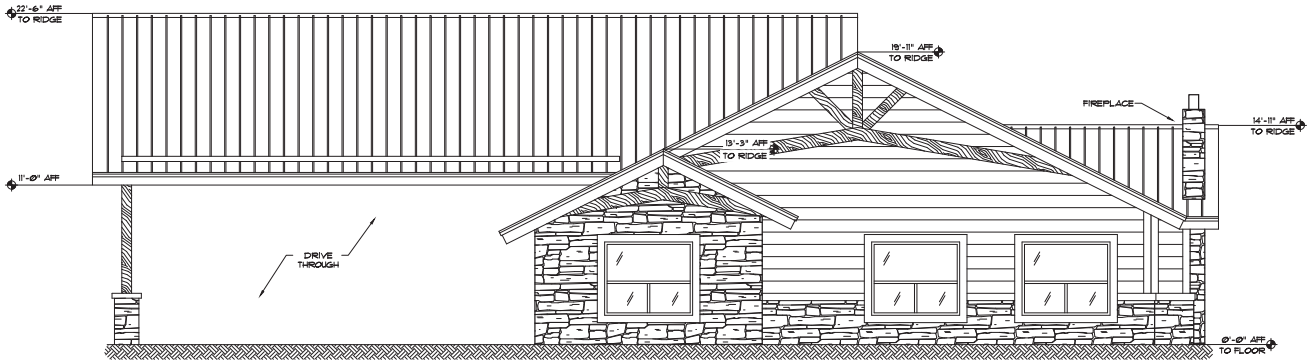
Job No:

SHEET
A-AD2.0

EXTERIOR ELEVS
ADMIN
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-Ø"



2 EAST ELEVATION
SCALE: 1/4" = 1'-Ø"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - Admin Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

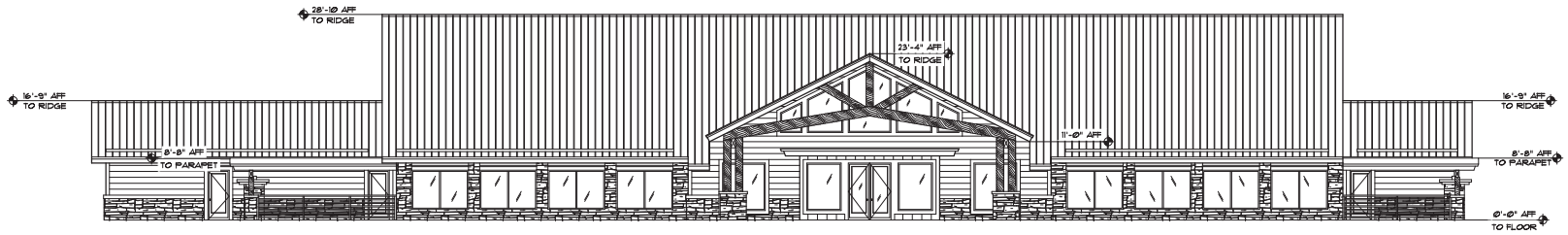
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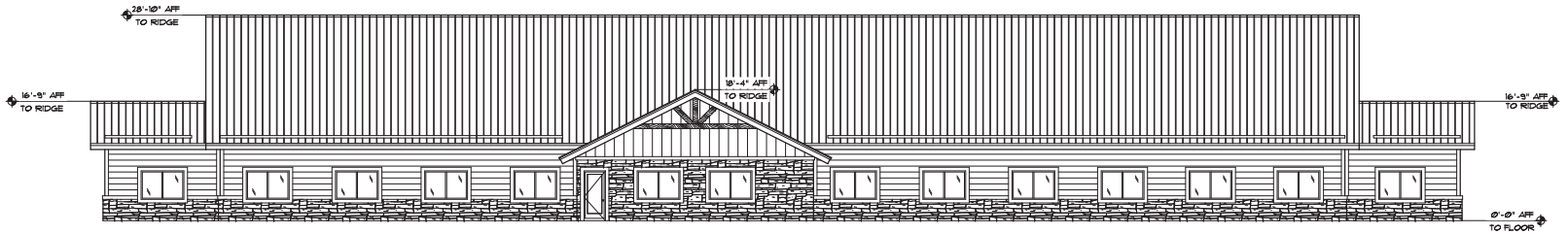
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SHEET
A-AD2.1

EXTERIOR ELEVS
ADMIN.
SCALE: 1/4" = 1'-Ø"



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



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBlanchard@aol.com

paul d. blanchard
architect

Health Facility - Detox Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

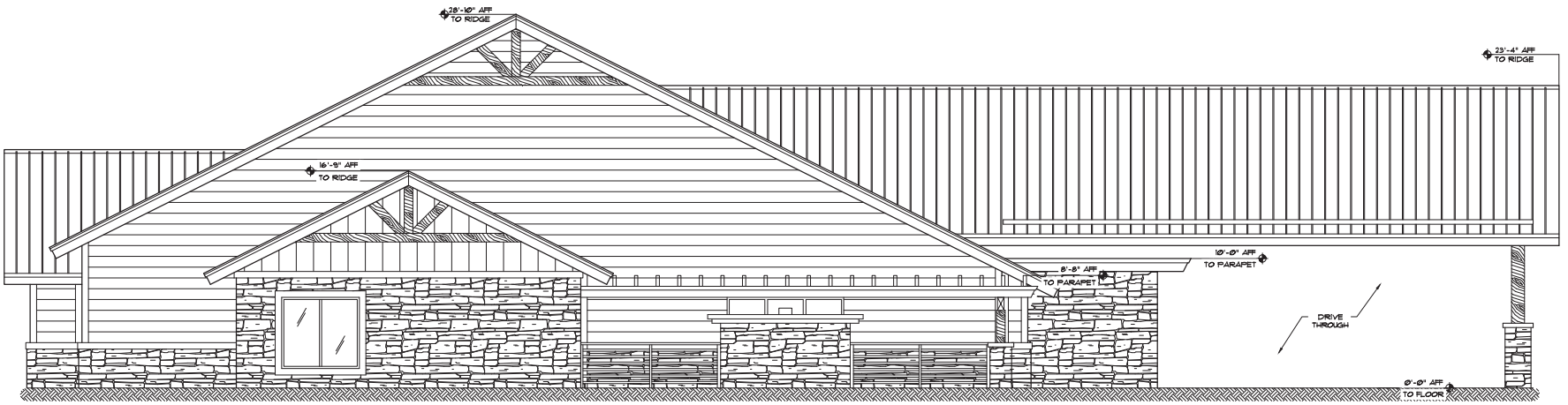
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Job No:

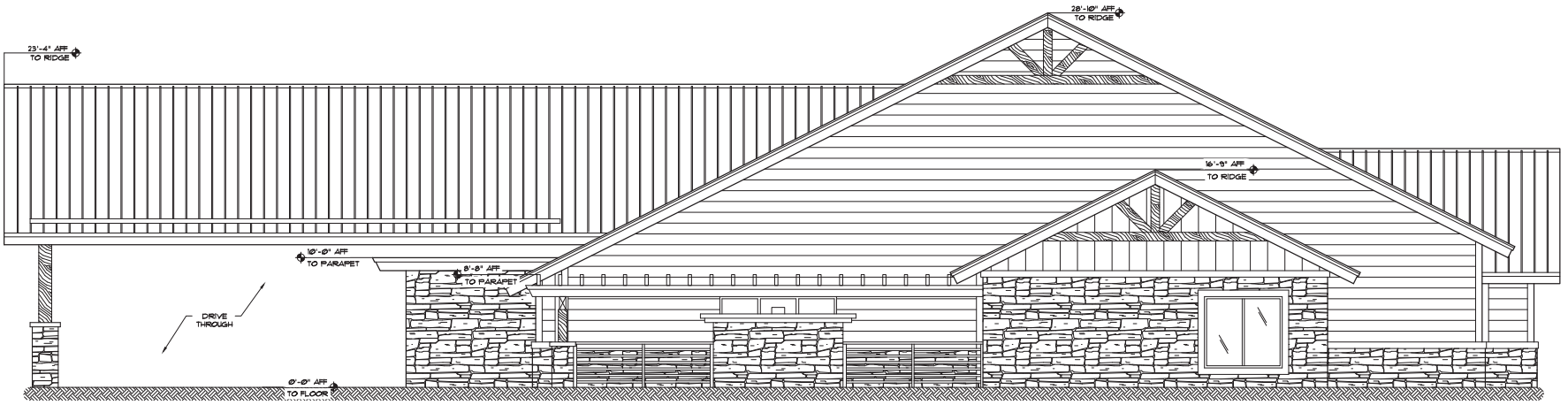
SHEET
A-DT2.0

EXTERIOR ELEVS
DETOX
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION

SCALE: 1/4" = 1'-0"



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, az 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - Detox Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
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Revisions	By

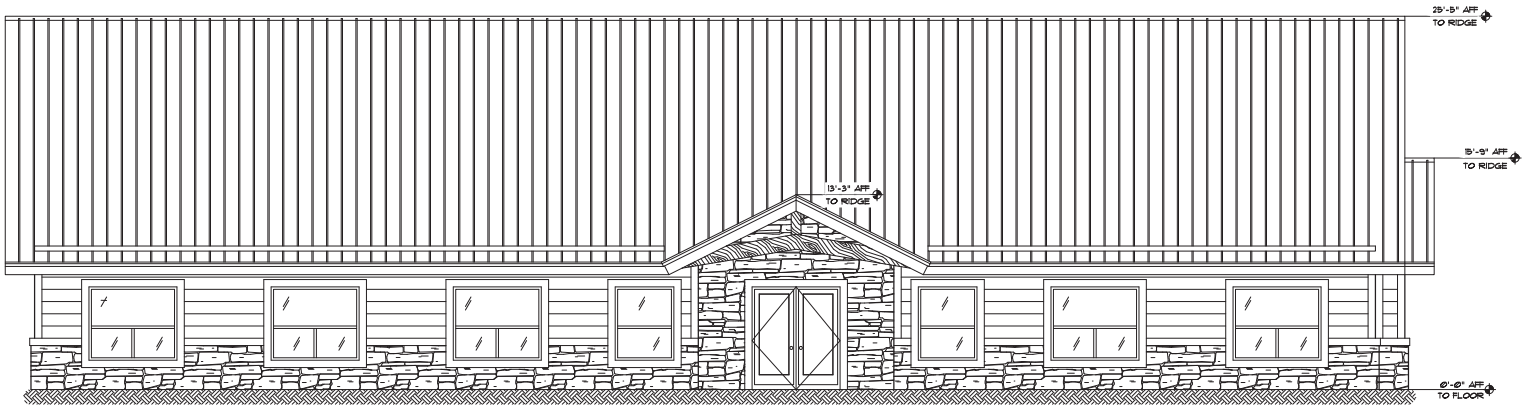
Drawn: LJ

Date: February 5, 2021

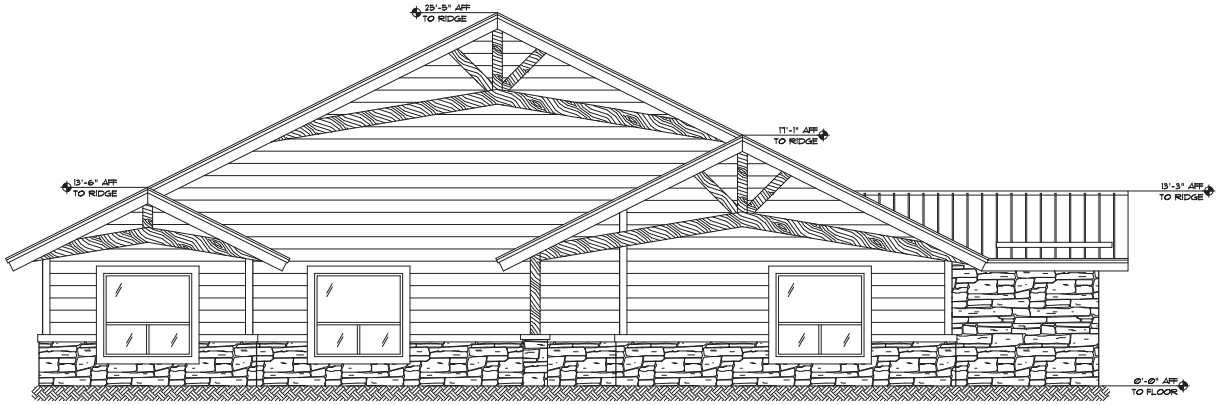
Job No:

SHEET
A-DT2.1

EXTERIOR ELEVS
DETOX
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBlandtee@aol.com

paul d. blandtee
architect

Health Facility - Group Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

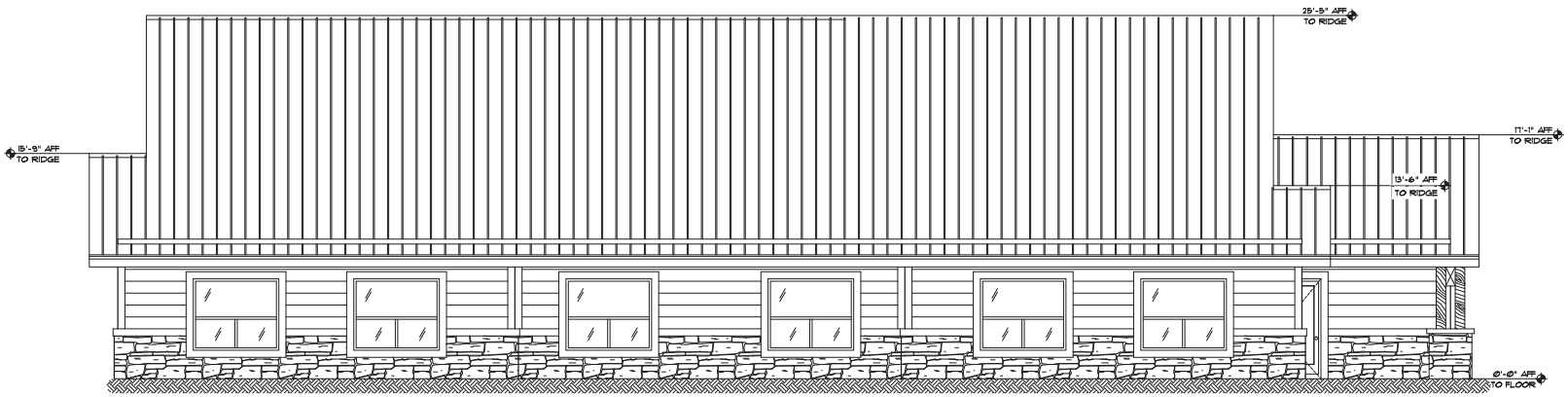
Drawn: LJ

Date: January 19, 2021

Job No:

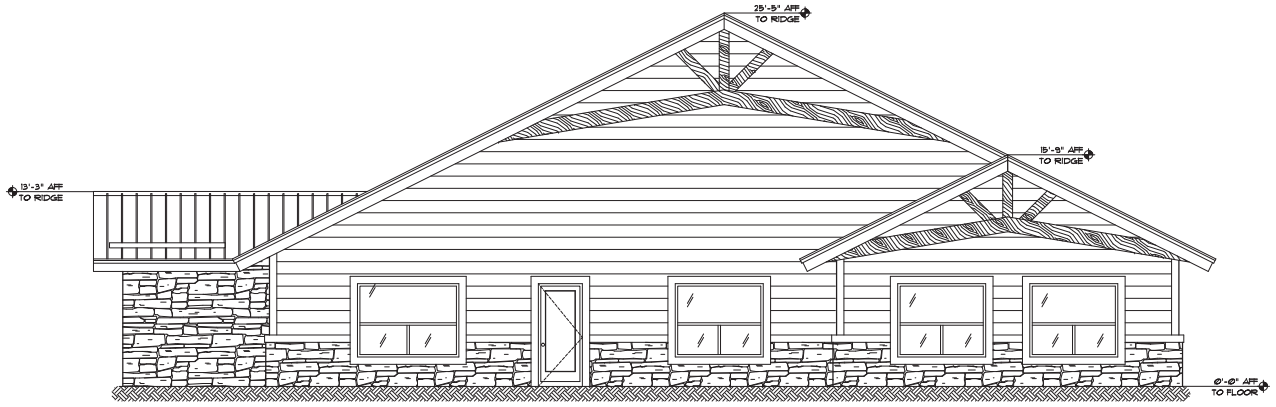
SHEET
A-GR2.0

EXTERIOR ELEVS
GROUP
SCALE: 1/4" = 1'-0"



① NORTH ELEVATION

SCALE: 1/4" = 1'-0"



② EAST ELEVATION

SCALE: 1/4" = 1'-0"

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Health Facility - Group Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

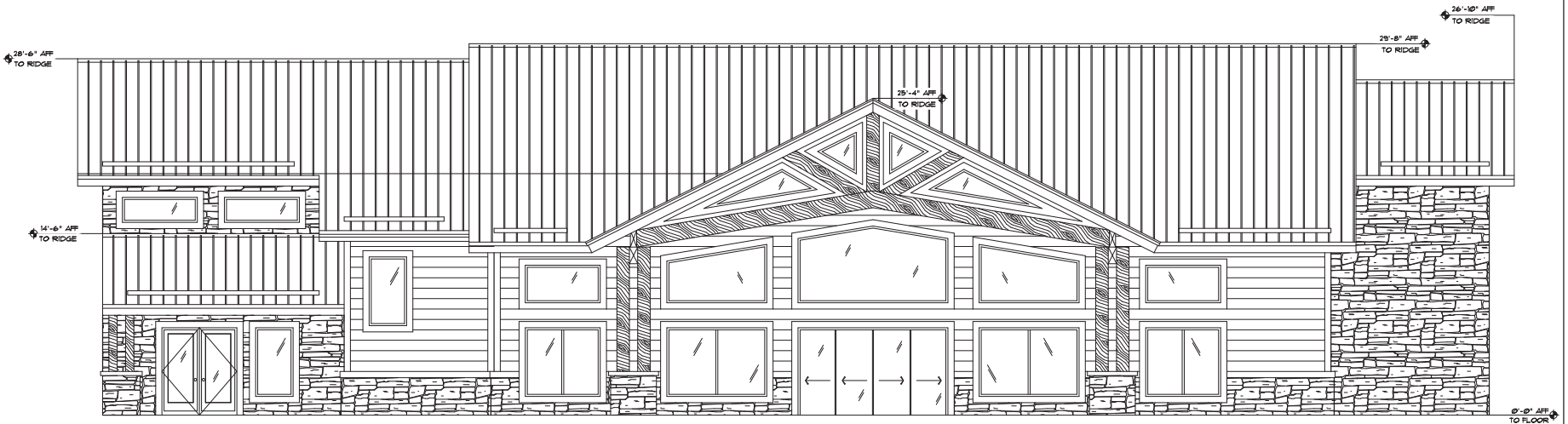
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Date: January 19, 2021

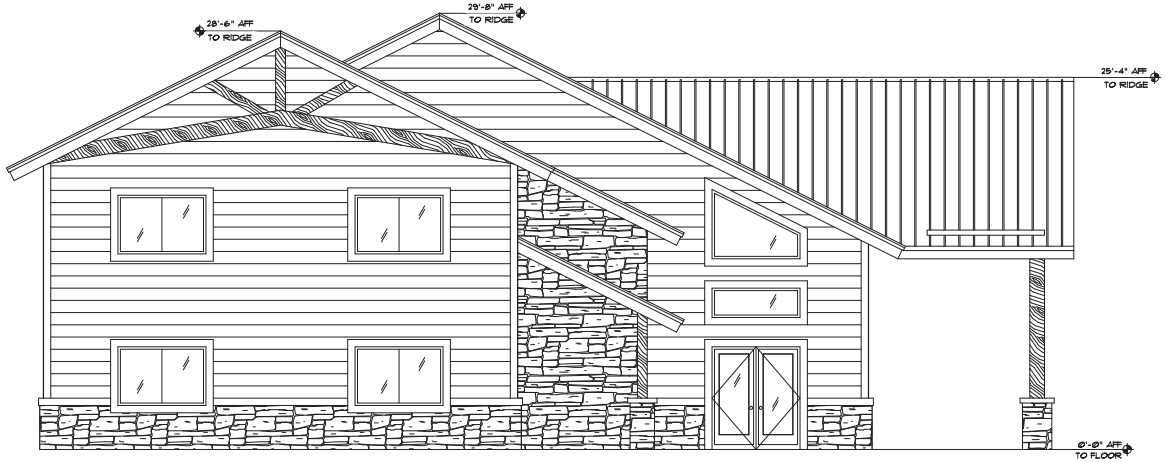
Job No:

SHEET
A-GR2.1

EXTERIOR ELEVS
GROUP
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

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tel 928.774.3444
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architect

Health Facility - Kitchen/Dining
Highway 89-A
Flagstaff, AZ

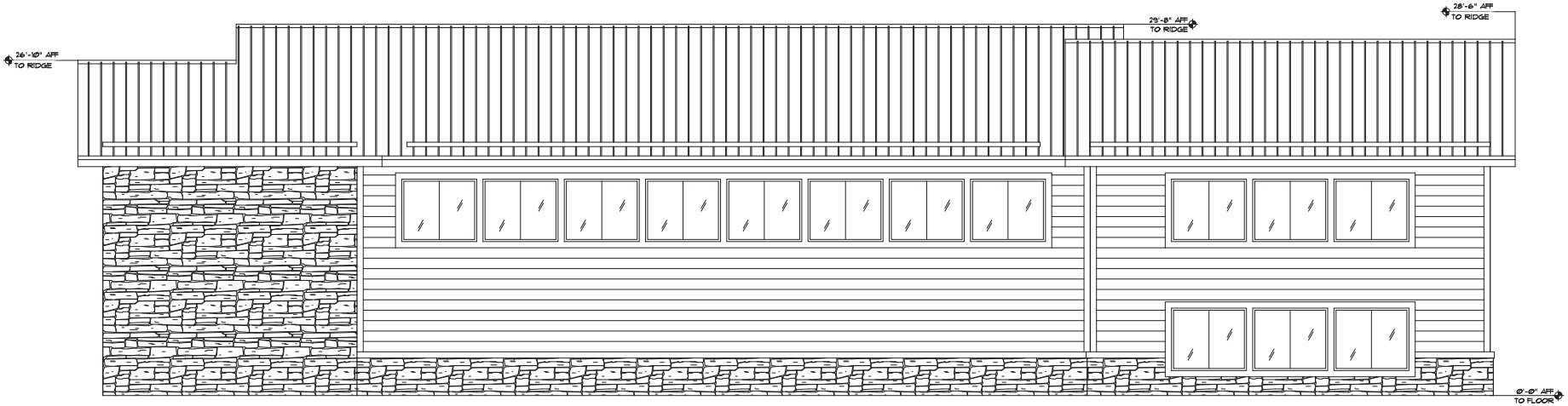
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CONSTRUCTION

Revisions	By

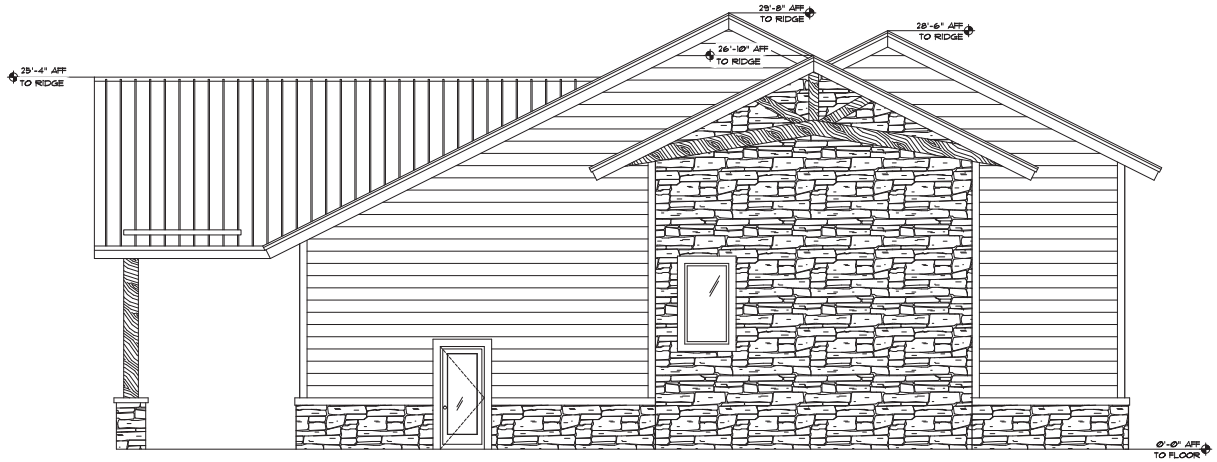
Drawn: LJ
Date: January 19, 2021
Job No:

SHEET
A-KD2.0

EXTERIOR ELEVS
Kitchen/Dining
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

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architect

Health Facility - Kitchen/Dining
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

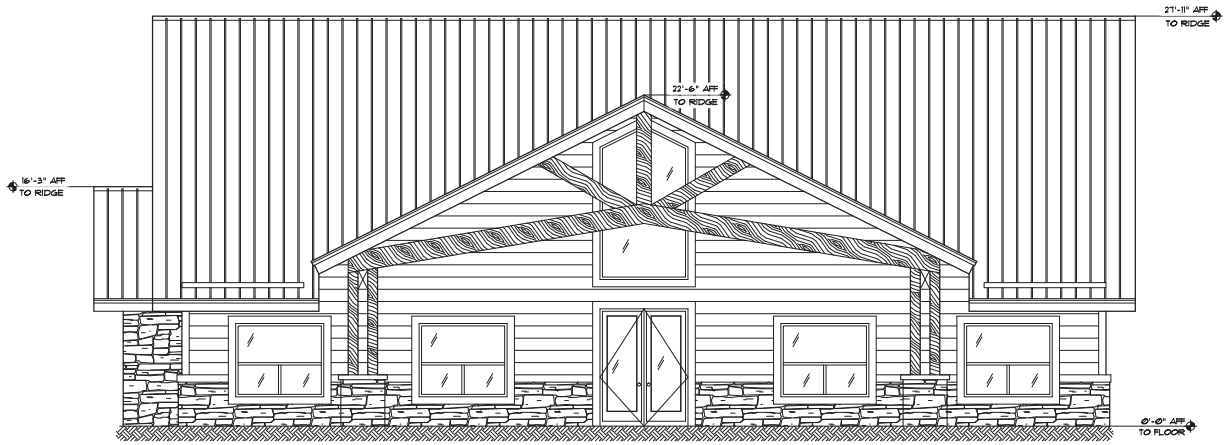
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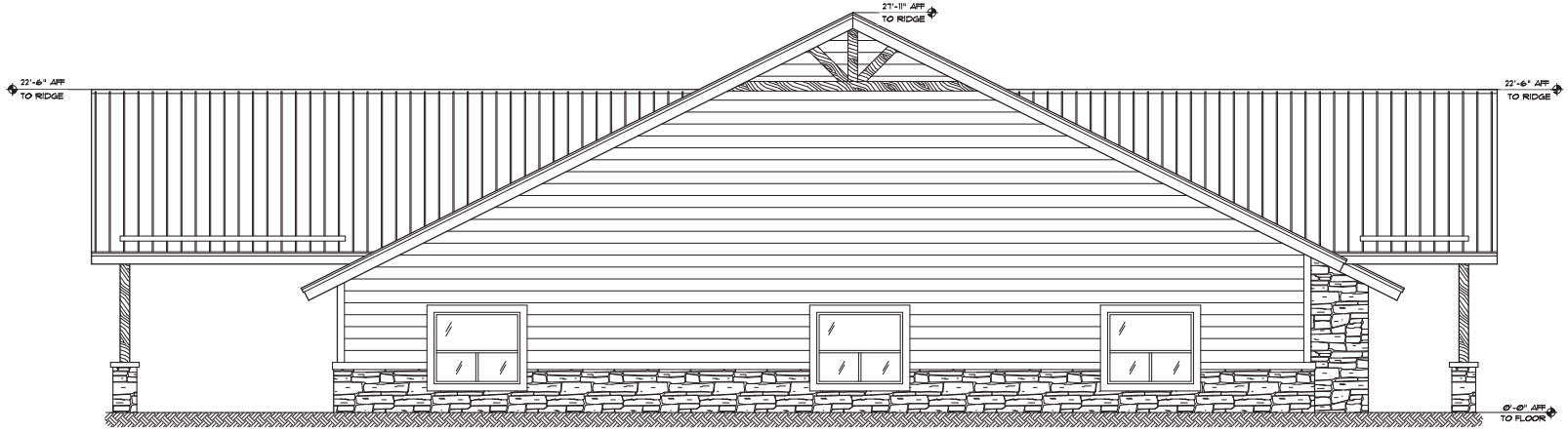
Job No:

SHEET
A-KD2.1

EXTERIOR ELEVS
Kitchen/Dining
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION (FRONT)
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

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paul d. blandtee architect

Health Facility - OP Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

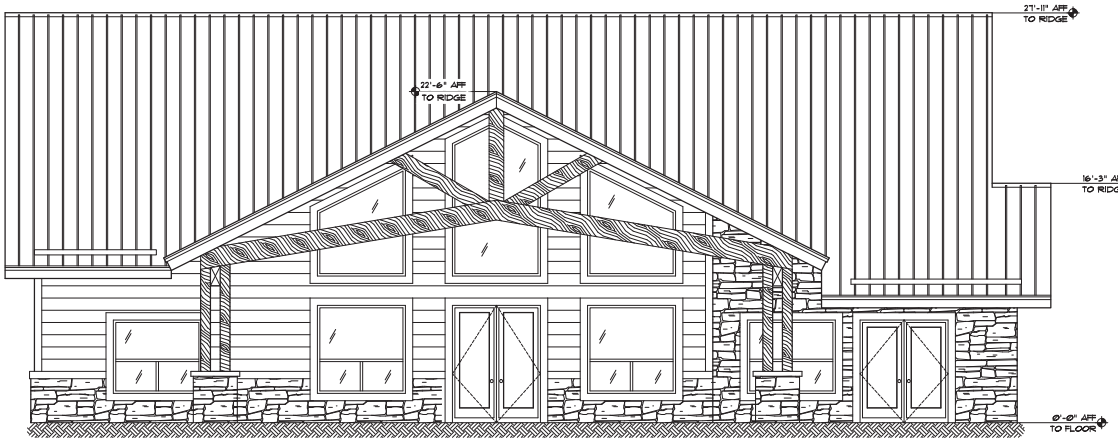
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Date: February 4, 2021

Job No:

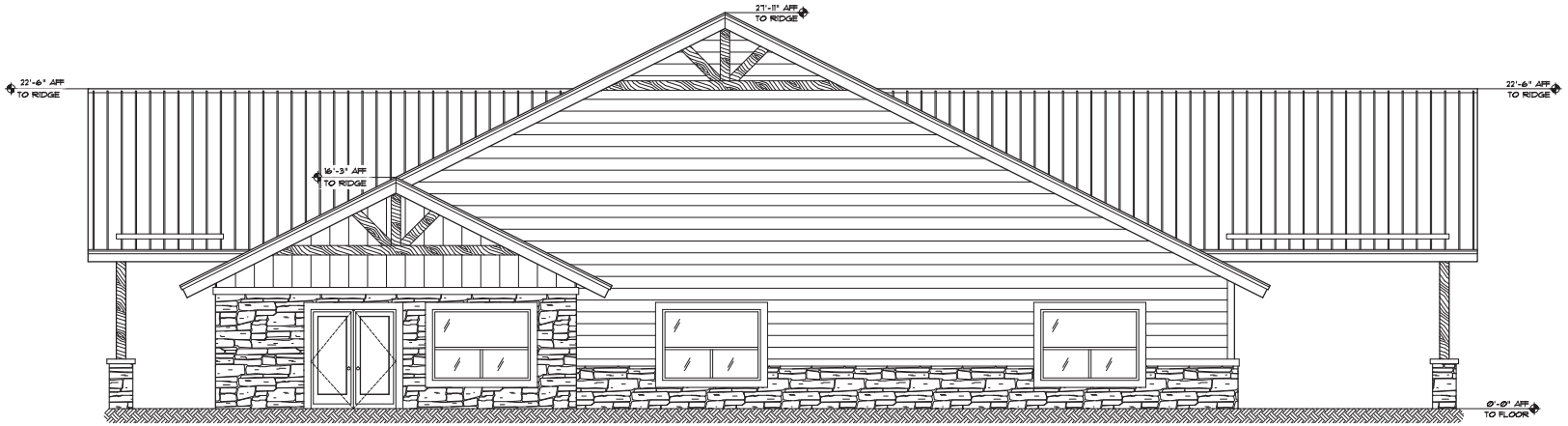
SHEET
A-OP2.0

EXTERIOR ELEVS
OP
SCALE: 1/4" = 1'-0"



① NORTH ELEVATION (BACK)

SCALE: 1/4" = 1'-0"



② EAST ELEVATION

SCALE: 1/4" = 1'-0"

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Health Facility - OP Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

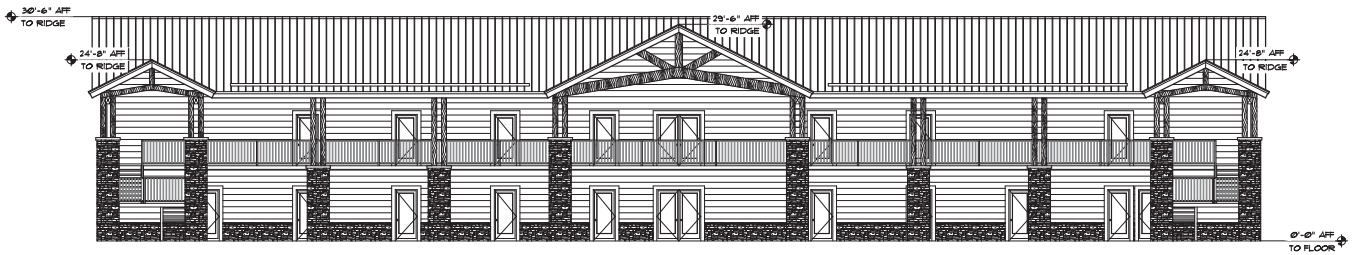
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Job No:

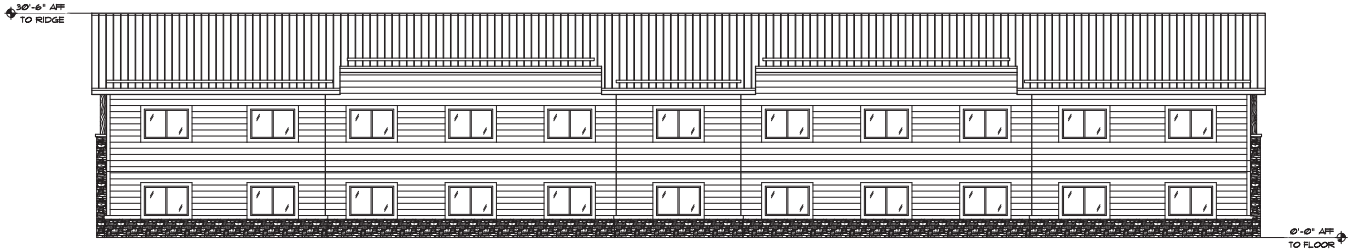
SHEET
A-0P2.1

EXTERIOR ELEVS
OP
SCALE: 1/4" = 1'-0"



① SOUTH ELEVATION

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



② NORTH ELEVATION

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

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architect

Health Facility - RTC Men & Women
12425 N 19TH AVE
Phoenix, AZ 85029

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

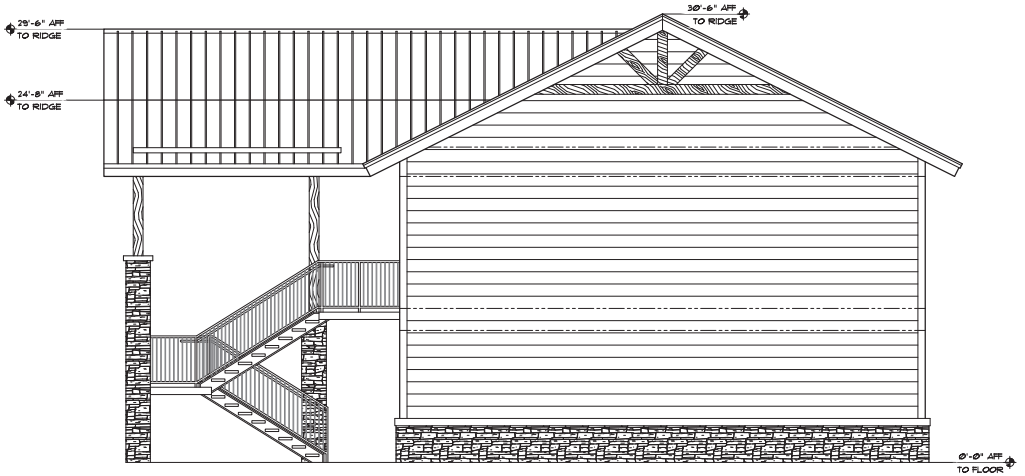
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Job No:

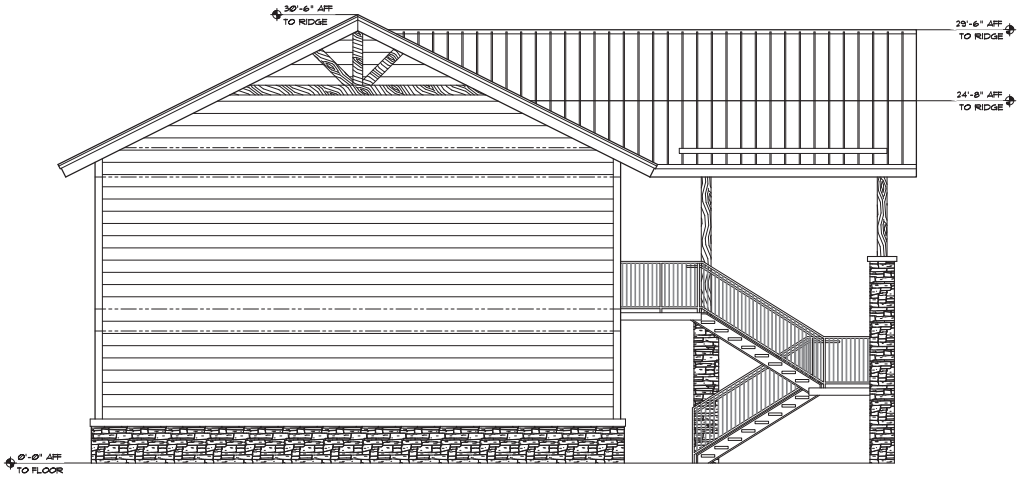
SHEET

A-RTC2.0

EXTERIOR ELEVS
RTC MEN & WOMEN
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

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architect

Health Facility - RTC Men & Women
12425 N 19TH AVE
Phoenix, AZ 85029

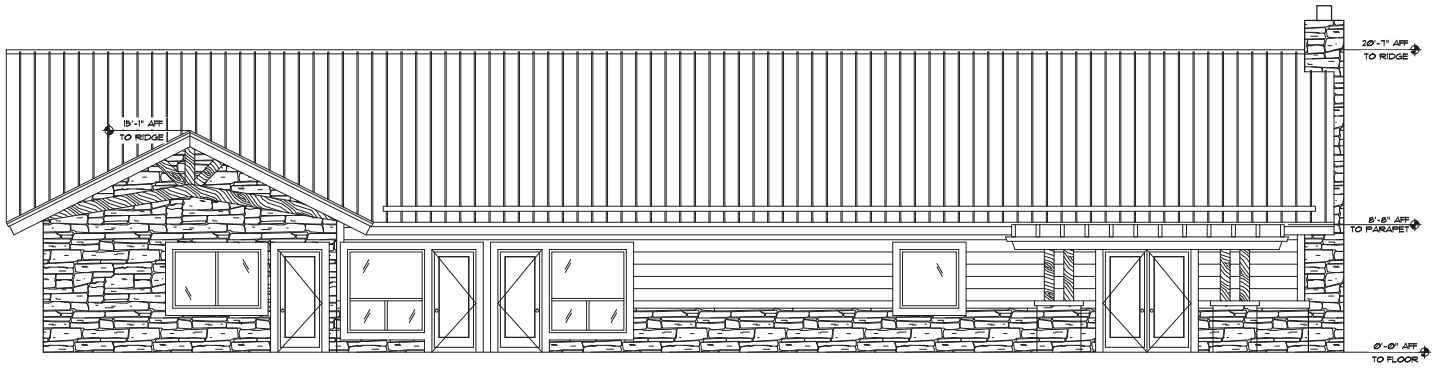
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

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Date: April 6, 2021
Job No:

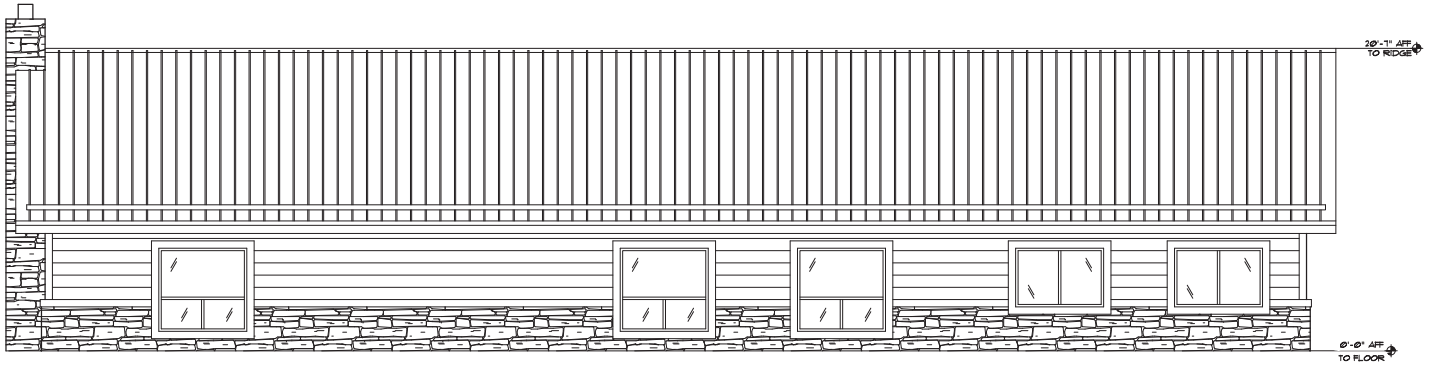
SHEET
RTC2.1

EXTERIOR ELEVS
RTC MEN & WOMEN
SCALE: 1/4" = 1'-0"



① SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



② NORTH ELEVATION

SCALE: 1/4" = 1'-0"

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architect

Sober Living - Management
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

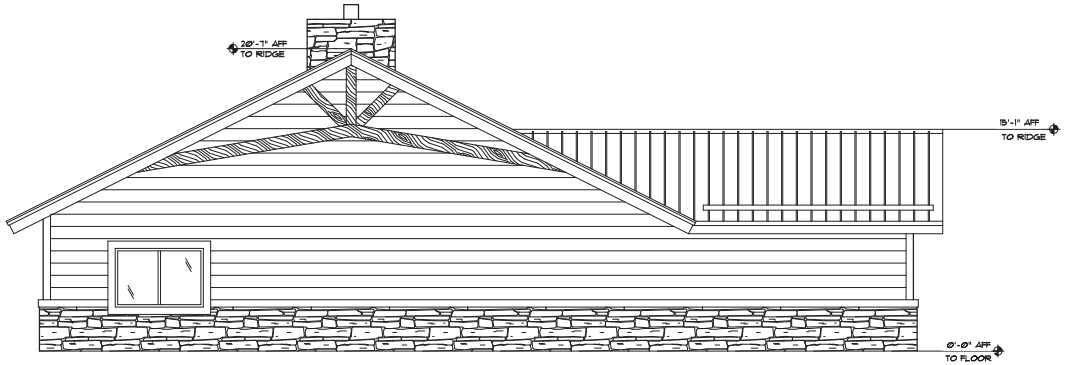
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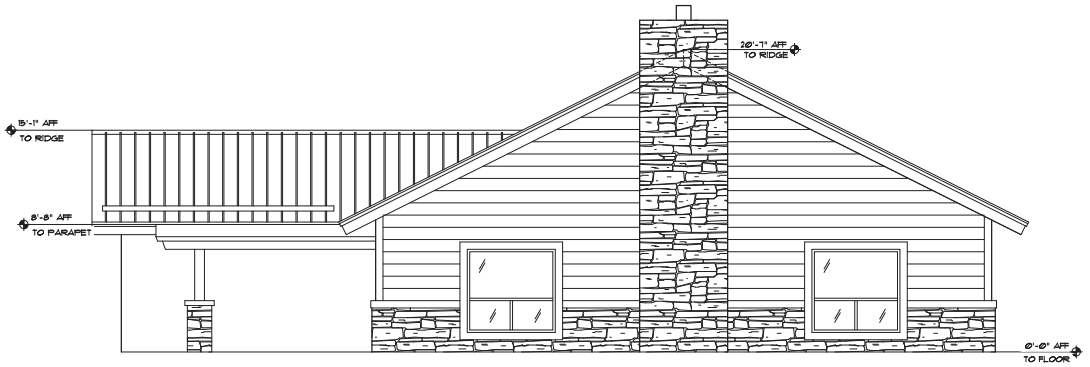
Job No:

SHEET
A-SM2.0

EXTERIOR ELEVS
Management
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

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architect

Sober Living - Management
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

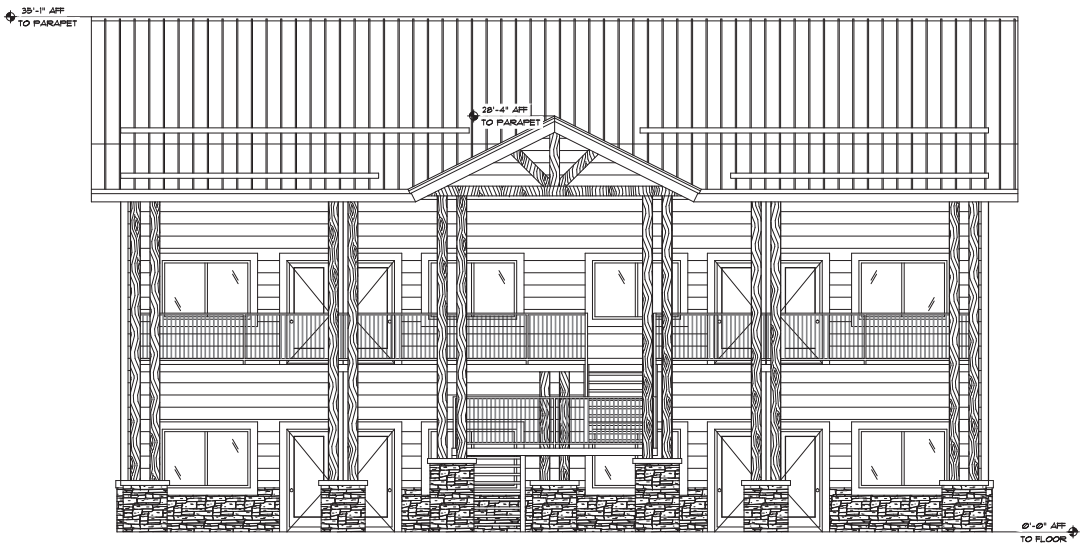
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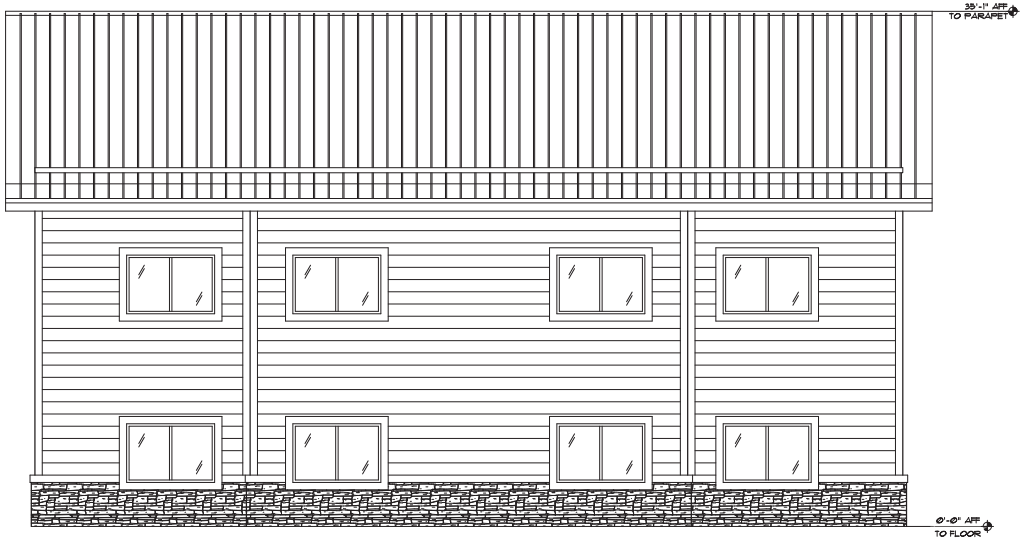
Job No:

SHEET
A-SM2.1

EXTERIOR ELEVS
Management
SCALE: 1/4" = 1'-0"



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



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

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architect

Sober Living - Residential
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

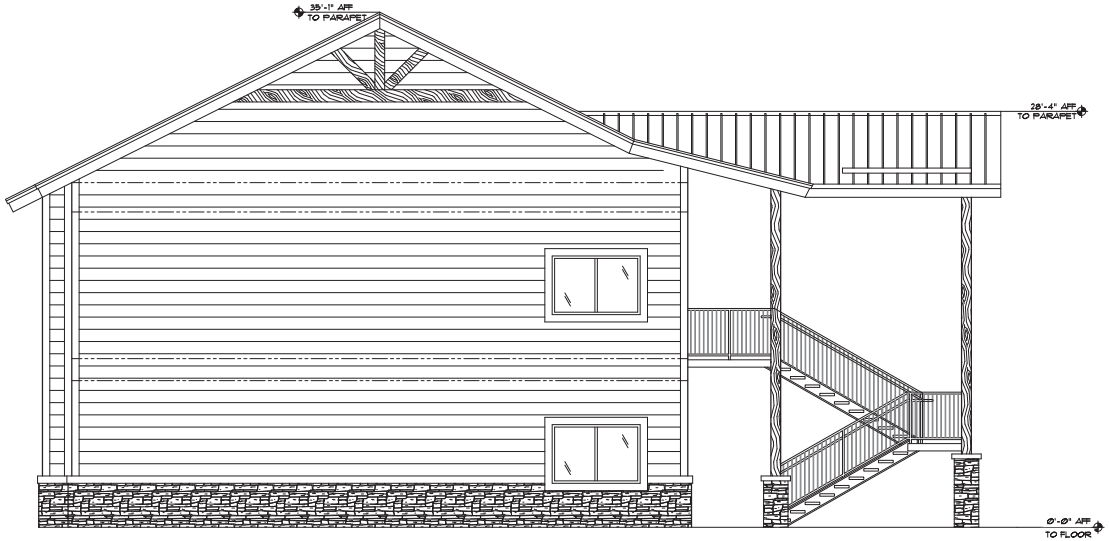
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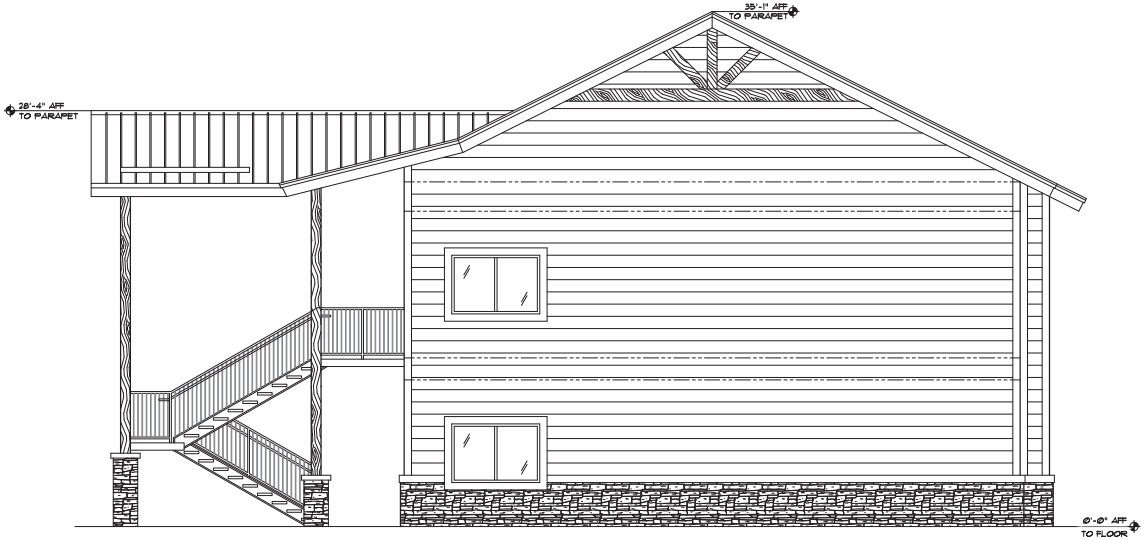
Job No:

SHEET
A-SLR2.0

SOBER LIVING
EXTERIOR ELEVS
RESIDENTIAL
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

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paul d. bustamante
architect

Sober Living - Residential
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

Date: January 19, 2021

Job No:

SHEET
A-SLR2.1

SOBER LIVING
EXTERIOR ELEVS
RESIDENTIAL
SCALE: 1/4" = 1'-0"

Next Steps

June 30, 2021 – First Virtual Neighborhood Meeting

TBD – Second Virtual Neighborhood Meeting

TBD – Planning & Zoning Commission

For Recommendation

TBD – City Council Introduction

TBD – City Council Adoption

Question & Answer Session

- Raise hand to ask question
- 3 minute time limit
- In the event we are not able to take your question during this meeting or if you have questions or comments after the meeting, please contact Stephen Irwin at sirwin@swiaz.com or (928) 773-0354 or Genevieve Pearthree, Planning Development Manager at gpearthree@flagstaffaz.gov or (928) 213-2603

Flagstaff Rehab Campus

SWI Project #20136

Virtual Neighborhood Meeting – Questions & Answers

Wednesday, June 30, 2021

QUESTION/COMMENT	ANSWER
Presentation officially started at 6:00pm.	
Please put the website in the chat. Audio broke up and could not hear the website info.	https://www.americasrehabcampuses.com/
Will you be accepting those who are court ordered for treatment in Flagstaff?	Yes, provided that there are not any violent or crime issues that they are dealing with.
Please define the term "Continuum of Care" you used previously.	In most treatment centers, they do not have this continuum of care option that clients can be routed to outside of an outpatient program. These programs often fail. ARC transports patients that are outpatient.
How many full time residents?	The campus will not have full-time residents and will have a limited stay that is approved by their insurance.
You stated that you had people living there during detox and apartments. And you stated that it's full time care. So, how aren't there full time residents?	Full-time residents is defined as year-round. The average stay is approximately 60 days.
Also what are the staffing patterns? What is the patient to employee ratio? How many staff will provide direct service to clients?	Staff will be present 24 hours a day, seven days a week. The staffing patters will include: three-12 hour shifts for RNs and techs, and therapists have shifts five days a week. The staff to client ratio will include: 1 nurse and 1 tech to every 10 clients for detox, 1 nurse and 1 tech for every 20 patients for residential. One caseload will consist of approximately 12-15 patients.
Are people in sober living allowed to roam the neighborhood?	No, this is not allowed. Staff is present 24/7 around the clock to monitor the campus.
Can you repeat the height of the building?	Max building height is 35'-1" to the parapet and two-stories.
Michael stated that this property is not adjacent to homes. It is right next to homes.	Trails End is a recently constructed subdivision that will be located southeast of the proposed project site.
Will you please send the color slides out to all participants? They describe the land use much better.	Yes, these will be sent via email.
The traffic numbers seem very heavy for this area, with no traffic light. Please remember	Thank you for this comment. SWI is a local civil engineering firm and is aware that this

that there have been two pedestrian deaths in this area.	section of the highway has higher speeds. A traffic analysis is currently being performed for the project.
I am in parcel 9 at Trails End, backing up to the campus. If I look out my second floor window, what should I expect to see? Activity? People? Vehicles?	We are mostly building on the flatter areas of the site. The sober living building are two-story and the sober living maintenance building is one-story. It is anticipated that the second floor elevations would be similar; however, you should be able to maintain your views to the north. The detention basin will be located in the southern end of the site, between sober living and Trails End. The project is also required to have a landscape buffer and will preserve as many trees as possible to provide a buffer around the campus and adjacent properties.
Will you be incorporating cultural healing practices that many of our indigenous neighbors follow?	Yes, that is the project's plan and coordination has already begun. We will be reaching out to NACA and Rose Toehe.
How many apartments for sober living? I missed that. And didn't you say that they can live there up until a year?	Sober living will include 16 apartments. Typically, three to four people share a room setup. Staff supervision is present 24/7. Clients can live on the campus up to six months. On average, people stay 60 days before leaving the campus.
In your experience from facilities in other communities, does the center attract transients to the area? If so, how are they handled?	The campus acts as a watch dog for the community and doesn't normally attract transients. The campus allows, but rarely has walk-ins. Most clients arrive to the campus with appointments.
Please provide staffing info in written form I am interested in ratios - not just numbers. What is the difference between the roles of nurses, therapists, techs, etc? Lots of terminology - not a lot of explanation	A behavioral health tech is similar to CNA that monitor patients and make rounds. Case managers work with doctors' offices and organize continuum of care outside of campus. A separate written response of the campus staffing information will be sent out to the neighbors.
So on an average, what would you say the number of people/cars would be accessing this property?	A traffic study is currently being prepared for the project. The average traffic patterns are similar to a nursing home. Traffic counts are being collected at the existing Tucson campus in order perform a more accurate traffic analysis.
In addition to the cameras, what other safety/security measures do you envision? Will the campus be fully fenced, or will there	Staff will be present 24/7 to provide security. The campus may potentially hire security in

be security on site? This may put the surrounding neighborhood at ease.	the evenings. The campus perimeter will be fenced and landscaped as much as possible.
There are homes along the green section, as well.	The panhandle of the site that is adjacent to Trails End Drive will be the utility corridor and is considered open space. This area will include an access road and water and sewer mains.
You keep referring to it as Mary's Café. It is also Stockman's Bar. There are rules regarding alcohol sales near schools. It seems that alcohol and marijuana should not be adjacent to a detox center.	The existing Tucson campus is located hear liquor and drug stores and this has not been an issue.
Why does the usage of horses on the property necessitate the zoning change to residential?	The northern portion of the site is currently located within Coconino County and is zoning CH-10,000, equivalent to the City zoning Highway Commercial (HC). HC does not allows for horses in this zone.
Have any of you spent a day at this property. Watching traffic, etc.?	SWI is a local civil engineering firm is a familiar with the traffic in this area. The project team has also performed multiple site visits and observed traffic.
Will you be putting in a right turn lane? What are the numbers of emergency vehicles that access your Tucson facilities? Will there be an additional bus stop or will they walk to the one by Maverick? If one is added, will it be on the facility property or right on 89?	Right-turn lanes to the site are currently shown on the concept plan. This will be confirmed with the traffic analysis that is currently being performed. Emergency vehicles do not normally travel to the campus. If they to come, they arrive few and far between without lights or sirens. There is an existing bus stop that is north of the site, closer than the Maverick bus stop location. Coordination has begun with NAIPTA to provide bus passes to staff.
Will local first responders (Police, Fire, Ambulance,) be able to drop off community residents who are in need and requesting detox services?	Yes, they will be allowed to drop off clients in need and will be assessed.
If you could please share the written numbers with all of us.	Yes, this will be set via email.
How big is this equestrian area? It looks pretty small compared to the rest of property. And the City doesn't allow horses that I know, so how are you going to make this equestrian? There is a limit to the number of horses per acre in the county, I am assuming that you will not exceed that number and you will	That is correct. The City has the limit on the number of horses per acre. The horses will be used for therapy purposes only and will not be ridden. It is anticipated that the campus will have 60-70% occupancy. This is hard to predict with the scarcity of treatment centers in the proposed property site.

maintain the corrals so that it will mitigate any issues for the neighboring café. What did you say the average number of residents are in your facility per month? That would be great information to have, please share the businesses in Tucson that you share property boundaries with.	The total beds proposed is 172 beds. Detox – 16 beds male, 16 beds female Residential – 40 beds male, 40 beds female Sober living - 30 beds male, 30 beds female Additional information regarding the Tucson campus can be found at this website: https://www.americasrehabcampuses.com/
The busses turn into Christmas Tree because there aren't any busses in the County. Any other bus stops are heading back into town.	Correct, the northbound busses turn left on Christmas Tree before the project site. People would walk northbound on Highway 89 to reach the campus.
2 horses per acre + 1 per property	The project will follow City regulations. City horse limitations are regulated by the police code. City code states that 40,000-80,000 square feet will allow up to four horses maximum.
Do you intend to communicate with nearby residents after you open?	Absolutely, an open house will be scheduled once the campus opens.
Are you an extension of Sacred Peaks? The blue lines that Stephen drew as "your clinic" across from the bus stop was Sacred Peaks at Trails End	No, this project is not an extension of Sacred Peaks.
Flagstaff has a really good recovery community. The concern is the location. Thank you. Would love to speak to the businesses in Tucson. The AA, NA, Al-anon Programs in this town are outstanding. I'm not saying this won't be a good addition to Flagstaff. As I said before, it's the location. I'm very familiar with the recovery programs. I think that the location to businesses and the highway traffic are a problem. That's why it would be great to speak to the Tucson businesses! Highway 89 is so dangerous.	The programs are great as far as outpatient programs to continue best practices during sobriety. Detox is one of the most challenging and severe recoveries.
Who do we contact if we have questions in the future?	Stephen Irwin sirwin@swiaz.com or (928) 773-0354 or Genevieve Pearthree gpearthree@flagstaffaz.gov or (928) 213-2603
Will you guarantee that more housing units and more persons will not be expanded in the future? There is a lot of purple area that has nothing on it. That could also be used for more units?	There are two pads located along Highway 89 available for future developments. The eastern and southern areas of the site are maximized for open space and detention. The site has been designed to maximize the density of the development.

After the zoning approval, will there be another meeting to approve the project? When will this be presented to city council?	Yes, you will be notified when the next public meeting will occur.
Meeting adjourned at 7:30pm.	

Job Description	Job Duties	Detox Ratio	Residential R	Oupatient Ratio
Therapist	complete and develop treatment plans, and provide therapy services (individual, group and family). Therapists are also responsible for discharge documentation	1:10	1:15	1:20
Residential Case Manager	completing the assessments, action plan, discharge planning and criteria, ART meetings, continuation of care that includes medications, legal issues, EBT funds, ect.	N/A	1:20	N/A
Detox Case Manager	assessments, treatment plans, discharge planning and *ART meetings, continuation of care	1:20	N/A	N/A
Behavioral Health Technician	provides basic nursing care, aids with activities of daily living, and assists in the maintenance of a safe and clean environment. Some of the duties include, intake	1:10	1:25	1:35
Recovery Supprt Specilaist	onducting IOP groups and documentation , assisting at equine, driving, store trips, regular BHT Duties.	N/A	1:20	1:25
Intensive Outpatient Coordinator	intakes, assessments, treatment plans, property, driving.	N/A	N/A	1:25
Nurses (Registered Nurse, Licensed Practical Nurse	provide safe and effective nursing care. Intakes, medications, cows, ciwas, discharge documentatio	1:10	1:20	N/A

*ART- Meeting with patient/Client's Health Home to plan for the besy wrap around servi ces while at the campus and after discharge from campus.

NEIGHBORHOOD MEETING CERTIFICATION

I, Michelle Shotter-Carrasco the authorized representative of Flagland LLC, do hereby attest that the neighborhood meeting for Project No. PZ-20-00164 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 06/17/2021 and accepted by the City of Flagstaff on 06/17/2021.
- ☐ A list of property owners within 600 feet of the subject properties boundaries and all Home Owners Associations (HOAs) within 1,000 feet of the subject property were 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 06/14/2021 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 600 feet of the subject property, and all persons or groups whose names are listed on the Registry of Persons and Groups.
- ☐ A total of 2 neighborhood meeting notification sign(s) were installed on 06/18/2021 at the following location(s):
    - South entrance to Property on N. Highway 89
    - North entrance to Property on N. Highway 89
- ☐ A written summary of the meetings, known as a Citizen Participation Report, was submitted to the City of Flagstaff on 07/12/2021.
- ☐ Copies of the Citizen Participation Report were sent via first class mail on 08/02/2021 to all person who recorded their names on the neighborhood meeting sign-in sheet.

Authorized Representative of the Applicant

Michelle Shotter-Carrasco

Signature:

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.

City of Flagstaff
Attention: Alaxandra Pucciarelli
211 West Aspen Avenue
Flagstaff, AZ 86001

July 9, 2021
SWI # 20136

Re: Flagstaff Rehab Campus – Annexation Rezone
Request to Waive Second Neighborhood Meeting

Dear Ms. Pucciarelli,

The purpose of this letter is to request a waiver from the requirement of a second neighborhood meeting for the Flagstaff Rehab Campus project with the annexation and rezone process. The subject parcel requested to be annexed is located on parcel APN 301-50-005G, which is currently located within Coconino County and zoned CH-10,000.

The first neighborhood meeting was held virutally on June 30, 2021 via Zoom. There were 13 people in attendance, not including the project team, who provided overall positive feedback for the project. As of July 6, 2021, we have received three phone call in response to the public outreach letter. The neighbors that have reached out directly to either us or Genevieve Pearthree only requested additional information, which has been provided via email. The virtual Zoom meeting included a question and answer session that lasted approximately 45 minutes where the project team addressed comments and questions. An email with the supporting meeting exhibits and documentation on staffing information will be sent to all participants per their request and to provide more information about the project. Due to the overall positive feedback and additional information that will be provided to the neighbors, we request to waive the requirement for the second neighborhood meeting.

Please let us know if you have any questions, comments, or need any additional information.

Sincerely,
Shephard-Wesnitzer, Inc.

Stephen Irwin, P.E.
Project Engineer

From:	Alaxandra Pucciarelli
To:	Cassandra Pham
Cc:	Genevieve Pearthree; Guillermo Cortes; Stephen Irwin
Subject:	RE: FRC - 2nd Neighborhood Meeting Waiver Request
Date:	Tuesday, July 13, 2021 2:41:03 PM
Attachments:	image001.png

Hi Cassandra-

Genevieve and I discussed this and agreed that the second neighborhood meeting may be waived. It is my understanding that there are neighbors who have requested additional information regarding staffing at the facility that you will be providing to them.

Thanks,

Alaxandra Pucciarelli
Current Planning Manager
Acting Planning Director
Community Development
211 W. Aspen Avenue
Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Cassandra Pham <CPham@swiaz.com>
Sent: Friday, July 9, 2021 9:06 AM
To: Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov>
Cc: Genevieve Pearthree <Genevieve.Pearthree@flagstaffaz.gov>; Guillermo Cortes <gcortes@swiaz.com>; Stephen Irwin <sirwin@swiaz.com>
Subject: FRC - 2nd Neighborhood Meeting Waiver Request

Alax,

I am emailing you to request a waiver from the requirement of a second neighborhood meeting for the annexation and rezoning of the Flagstaff Rehab Center project. Please see the attached letter. Let me know if you have any questions or concerns

Regards,
Cassandra N. Pham, EIT
Engineer-in-Training

Shephard Wesnitzer, Inc.
Engineering an environment of excellence

110 West Dale Avenue

Affidavit of Sign Posting

Case Number: PZ-20-00164-03 & PZ-20-00164-04

Project Name: Flagstaff Rehab Center

Applicant Name: Flagland LLC

Location: 7000 N. Highway 89

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute requirements, the applicant for public hearings in the City of Flagstaff shall post signs as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property 15 days prior to the hearing and to update the hearing information on the sign until final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within seven (7) days after the final disposition of the case.**

I confirm that the site has been posted as detailed in Section 10-20.30.080 of the Zoning Code as well as the Public Hearing Notice Sign Specifications included in this application for the case above, and that the site was posted at least fifteen (15) days prior to the public hearing.

See attached date stamped photo exhibit of posted signs.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this 30th day of November, 2021 by:
Michelle Shetler-Carrasco

_____
Notary Public

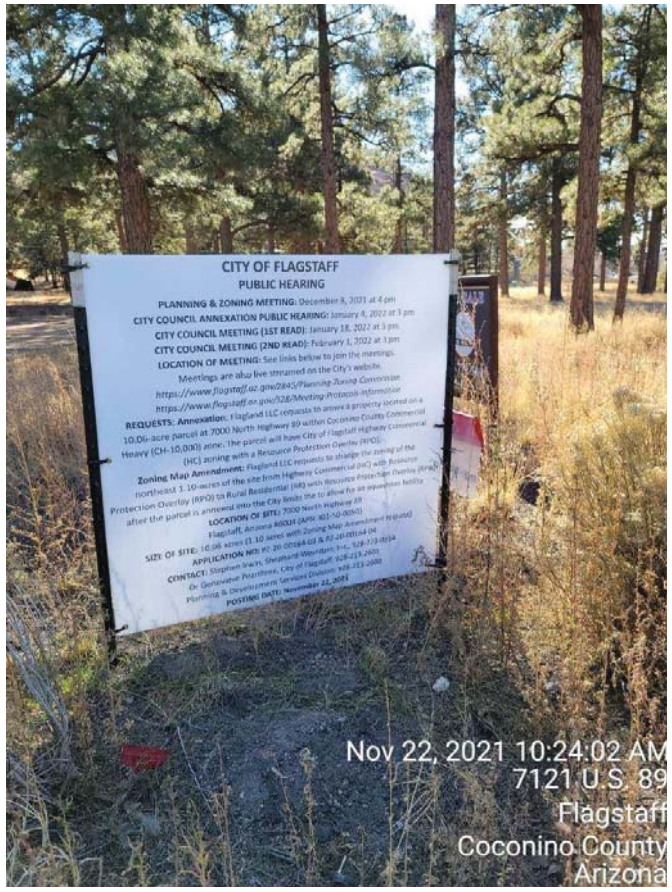
February 12, 2023
My Commission Expires:

DAVID JEFFERY ARMSTRONG II
Notary Public - Arizona
Pima County
Commission # 557705
My Comm. Expires Feb 12, 2023


Coconino County Parcel Viewer
Coconino County GIS Maps
APN, Address, Account, O
SIGN LOCATION #3
SIGN LOCATION #2
SIGN LOCATION #1
COCONINO COUNTY ARIZONA
PARCEL INFORMATION
APN: 30150005G
Account #: R0015454
911 Address: 7000 N HIGHWAY 89 FLAGSTAFF, AZ 86004
Owner Name: GREER ROBERT H III
Owner Address: PO BOX 1913 SEDONA, AZ 86339
Link to Plat/Survey:
Zoom to
30150018A
30150006H
30150011A
30150014
30150015
30150005G
7136 #
7121 #
7101 #
7075 #
7007 #
7000 #
6500 #
6450 #
6401 #
6400 #
6300 #
6727 #
6701 #
6677 #
6676 # 6696 #
6460 #
6401 #22
6358 #
4904 #B
4965 #
4900 #
4920 #
4865 # 4885 #
4588 #
4558 #
5019 #
5031 #
N SNOWFLAKE DR
E RETREAT CIR
E TRAILS END DR
11317008B
11317013A
11317010
11317013B
11317011A
11317007H
11317012
11317007J
11317007D
11317007F
11317014
11351049
11351027
11310001H
11357198
11357201
11357204
11357180
11309032
11309023
11309030
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11310036
11310023



Nov 22, 2021 10:11:14 AM
7000 U.S. 89
Flagstaff
Coconino County
Arizona



Nov 22, 2021 10:24:02 AM
7121 U.S. 89
Flagstaff
Coconino County
Arizona


Nov 22, 2021 10:48:57 AM
7101 U.S. 89
Flagstaff
Coconino County
Arizona

Mailing List

Case Number: PZ-20-00164-03 & PZ-20-00164-04

Project Name: Flagstaff Rehab Center

Applicant Name: Flagland LLC

Location: 7000 N. Highway 89

I confirm that the public hearing notifications were mailed as detailed in Section 10-20.30.08 of the City of Flagstaff Zoning Code to the attached mailing list at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature:

SUBSCRIBED AND SWORN before me this 30 day of November, 2021 by: Gina Ramirez

Notary Public

June 30, 2025
My Commission Expires:

GINA RAMIREZ
Notary Public - Arizona
Pima County
Commission # 607371
My Comm. Expires Jun 30, 2025

APN	OWNER NAME	PARCEL ADDRESS	PARCEL CITY	PARCEL STATE	PARCEL ZIPCODE	
	COCONINO NATIONAL FOREST SUPERVISOR'S OFFICE	1824 S THOMPSON ST	FLAGSTAFF	AZ	86001	
	TRAILS END RETREAT HOA	4950 E TRAILS END DR	FLAGSTAFF	AZ	86004	
	CHRISTMAS TREE ESTATES HOA	3243 RIVER RUN #1	FLAGSTAFF	AZ	86004	
	MOUNTAIN SPRINGS TOWNHOMES HOA	3235 RIVER RUN #1	FLAGSTAFF	AZ	86004	
	SHEILA HARRIS	4965 E RETREAT CIR	FLAGSTAFF	AZ	86004	
11310004	BARBARA TOOMER	12200 DANIEL WAY	FLAGSTAFF	AZ	86004	
11310005	BISWANUP CHATTARAJ	4131 S BEVERLY CT	CHANDLER	AZ	85248	
11310006	JAY AND ANGELA ST LOUIS	1991 W MAPLEWOOD ST	CHANDLER	AZ	85286	
11310007	JOHN HUYSER	3945 E EARL DR	PHOENIX	AZ	85016	
11310008	JOHN AND PATI SADLE	6858 N 4TH AVE	PHOENIX	AZ	85013	
11310009	VILAS AND LALITHA PATIL	3002 S SUNSET DR	CHANDLER	AZ	85286	
11310010	MICHAEL SMITH	3031 W LAKERIDGE DR	GILBERT	AZ	85233	
11310011	GLENN AND LORRAINE SCHIFFEL	6549 CAMINO VENTUROSO	GOLETA	CA	93117	
11310012	KEVIN & VALERIA CHASE	5000 E RETREAT CIR	FLAGSTAFF	AZ	86004	
11310013	LANI KELLY & JASON KOENIGS	80 VANTIS DRIVE, UNIT 6004	ALISO VIEJO	CA	92656	
11310014	LISA THOMPSON	PO BOX 1504	FLAGSTAFF	AZ	86002	
11310015	BRENTLY KLONTZ	929 E SOLANA DR	TEMPE	AZ	85281	
11310018	KRIS AND STEVEN VALDEZ	8843 N CENTRAL AVE	PHOENIX	AZ	85020	
11310017	ABHIMANYU GHOSE	4176 S PURPLE SAGE DRIVE	CHANDLER	AZ	85248	
11310018	ROMAN WEBER	9675 W COMSTOCK CT	SUN CITY	AZ	85373	
11310019	GREGORY ROUSSEAU	8755 E MONTEROSA AVE	SCOTTSDALE	AZ	85251	
11310020	CARLOS AND KAREN MARTINOT	7320 N CENTRAL AVE	PHOENIX	AZ	85020	
11310021	WILLIAM DECKER & AMANDA MAESTAS	6085 N MOUNTAINEER RD	FLAGSTAFF	AZ	86004	
11310022	LARISA LEWIS	5081 E RETREAT CIR	FLAGSTAFF	AZ	86004	
11310023	RYAN GOLDSMITH	900 N GILA SPRINGS BLVD #124	CHANDLER	AZ	85226	
11310024	SAM AND IRENE SHILING	5081 E RETREAT CIR	FLAGSTAFF	AZ	86004	
11310025	JOSEPH TYE	3137 N KYLE LOOP	FLAGSTAFF	AZ	86004	
11310026	JOSEPH BARBEE	28312 S WASHINGTON ST	CHANDLER	AZ	85249	
11310027	DAVID AND KAY ORTEGA	31068 N 84TH WAY	CAVE CREEK	AZ	85331	
11310028	KYLE AND TRANG NGUYEN	2007 N OAK ST.	TUBA CITY	AZ	86045	
11310029	GREGG & AMY GOODELL	4549 E ROCK WREN RD	PHOENIX	AZ	85044	
11310030	ROY MESSNER	4971 E RETREAT CIRCLE	FLAGSTAFF	AZ	86004	
11310031	HARRIS-FULLERTON FAMILY LIVING TRUST DTD 07-25-12	13002 W SOLANO DR	LITCHFIELD PARK	AZ	85340	
11310032	OLBRUS JOHN G & KELLY E REVOCABLE TRUST DTD 02-17-93	PO BOX 608	MEDINA	WA	98039	
11310035	I & R ON THE ROCKS LLC	80 CHASEMOORE DR	LANGHORNE	PA	19053	
11310046	CURRENT HOMEOWNER	4950 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11310035, 11310036, & 11310037	TRAILSEND RETREAT LLC	2410 E ROUTE 66	FLAGSTAFF	AZ	86004	
11317010	HWY 89 CAR WASH LLC	2452 S CLIFFVIEW ST	FLAGSTAFF	AZ	86004	
11317012	ALLEN JONATHAN Y & JOHE	4999 N PRIMROSE CIR	FLAGSTAFF	AZ	86001	
11317014	NAVAJO HOPI HEALTH FOUNDATION INC	PO BOX 600	TUBA CITY	AZ	86045	
11351027	FLORES JOHN A	6580 N MOUNTAINEER RD	FLAGSTAFF	AZ	86004	
11351048	BONALLY RICHARD C JR & CECILIA M	4485 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11351049	SAUCEDO ALEJANDRA MARRUFO	4865 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11351052	BELLMORE CHRISTOPHER S	4845 E TRAILS END DR	FLAGSTAFF	AZ	86004	
30150014	STUMP RONALD E & CHRISTAL A CPWROS	7609 WHITEWOOD DR	FLAGSTAFF	AZ	86004	
30150015	DOBELL ERIN D	6580 N MOUNTAINEER RD	FLAGSTAFF	AZ	86004	
30150016	STANLEY GAYLORD L & JOY I REVOCABLE TRUST DTD 12-30-19	1117 E MARINA LN	FLAGSTAFF	AZ	86004	
30150017	STANLEY GAYLORD	PO BOX 2987	FLAGSTAFF	AZ	86003	
11310001H	WIRTH JOELLE A LIVING TRUST DTD 12-03-20	8275 N DODGE AVE	FLAGSTAFF	AZ	86004	
11310001L	FOREST RING LLC	PO BOX 47838	PHOENIX	AZ	85068	
11310001M, 11310001N	C & G HOLDINGS LLC	5400 E EMPIRE AVE	FLAGSTAFF	AZ	86004	
11310001R	FOREST RING LLC	PO BOX 47638	PHOENIX	AZ	85068	
11317007D	GOLDCOOTH JOHNNY	4910 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317007F	ADSON HERMAN BRYAN JR & MARCELLA RUTH	PO BOX 1785	TUBA CITY	AZ	86045	
11317007F	CASTRO LOUIS & RACHEL	4930 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317007G	GOODMAN DERECK & ELISABETH	4940 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317007H	HARDESTY KEVIN L	4900 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317007I	FRENETTE EDWARD F	4904 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317006B	LIVING CHRIST COMMUNITY CHURCH INC	6401 N HIGHWAY 89	FLAGSTAFF	AZ	86004	
11317013A, 11317013B	PAVLES INVESTMENTS LLC	2817 N GREGG DR	FLAGSTAFF	AZ	86001	
30150001H	KNB MOUNTAIN PROPERTIES LLC	7141 N HIGHWAY 89	FLAGSTAFF	AZ	86004	
30150004D	AT INVESTMENTS	7609 WHITEWOOD WAY	FLAGSTAFF	AZ	86004	
30150005B	HARTS GAS & FOOD LLC	3800-240 4TH ST SW	CALGARY	ALBERTA	T2P 4H4	CANADA
30150006G	GREER ROBERT H JR	PO BOX 1915	SEDONA	AZ	86339	
30150005H	XPRESS DIRT LLC	8120 DONEY PARK LN	FLAGSTAFF	AZ	86004	
30150013A, 30150013B	MANLEY MATTHEW SEAN	500 PANORAMA BLVD	SEDONA	AZ	86336	
30150012A	DOBELL ERIN D	6080 N MOUNTAINEER RD	FLAGSTAFF	AZ	86004	
30150018A	COFFEE BEANERY LLC	PO BOX 1506	FLAGSTAFF	AZ	86003	
	FRIENDS OF FLAGSTAFF'S FUTURE	P.O. BOX 23462	FLAGSTAFF	AZ	86002	
MICHELE A. JAMES	FRIENDS OF FLAGSTAFF'S FUTURE	P.O. BOX 23462	FLAGSTAFF	AZ	86002	
	NORTHERN ARIZONA BUILDING ASSOCIATION	1500 EAST CEDAR AVENUE, SUITE 36	FLAGSTAFF	AZ	86004	
JEFFREY HERD	NORTHERN ARIZONA ASSOCIATION OF REALTORS	1515 EAST CEDAR AVENUE, SUITE C-4	FLAGSTAFF	AZ	86004	
	TISH BOGAN-OSWALD	5271 MT. PLEASANT DRIVE	FLAGSTAFF	AZ	86004	
	MARILYN WESSMAN	1099 EAST APPLE WAY	FLAGSTAFF	AZ	86001	
MAURY HERMAN	COAST AND MOUNTAIN PROPERTIES	3 NORTH LEREEK STREET	FLAGSTAFF	AZ	86001	
	NAT WHITE	1120 NORTH ROCKRIDGE ROAD	FLAGSTAFF	AZ	86001	
	CHARLIE SILVER	720 WEST ASPEN AVENUE	FLAGSTAFF	AZ	86001	
	BETSY MCKELLAR	680 S ASH LANE	FLAGSTAFF	AZ	86004	
	DAVID CARPENTER	405 S RIVER RUN SUITE 100	FLAGSTAFF	AZ	86001	
DORENDA COLEMAN	ARIZONA ARMY NATIONAL GUARD, AZAA-FMO	5636 E MCDOWELL RD, M5200	PHOENIX	AZ	85008	
MARY BETH DREUSKE	US NAVY, INTERGOVERNMENTAL BRANCH	850 PACIFIC HIGHWAY, BUILDING 1 – 5TH FLOOR, SUITE 513	SAN DIEGO	CA	92101	
	CELIA BAROTZ	1054 N CREST STREET	FLAGSTAFF	AZ	86001	
	NORM WALKER	3716 N GRANDVIEW	FLAGSTAFF	AZ	86004	
JAY CHRISTELMAN	COCONINO COUNTY COMMUNITY DEVELOPMENT DIRECTOR	1500 N FORT VALLEY ROAD, BLDG 1	FLAGSTAFF	AZ	86001	
	TYLER DENHAM	300 W FOREST MEADOWS ST, APT 119	FLAGSTAFF	AZ	86001	
JESS MCNEELY	COCONINO COUNTY COMMUNITY DEVELOPMENT	2500 N FORT VALLEY ROAD, BLDG 1	FLAGSTAFF	AZ	86001	
STEVE PINCH	FLAGSTAFF LODGING, RESTAURANT & TOURISM ASSOCIATION	PO BOX 30622	FLAGSTAFF	AZ	86003	
	ADRIAN SEABELUND	819 WEST GRAND CANYON AVENUE	FLAGSTAFF	AZ	86001	
	RACHEL BASS	1083 W EASTERDAY LANE	FLAGSTAFF	AZ	86001	
GENEVIEVE PEARTHREE	CITY OF FLAGSTAFF COMMUNITY DEVELOPMENT DIVISION	211 WEST ASPEN AVENUE	FLAGSTAFF	AZ	86001	
MATT RYAN	COCONINO COUNTY CHAIRMAN OF THE BOARD OF SUPERVISORS	219 EAST CHERRY AVENUE	FLAGSTAFF	AZ	86001	
ARMANDO RUIZ	COCONINO COUNTY ASSESSOR	110 EAST CHERRY AVENUE	FLAGSTAFF	AZ	86001	
PATTY HANSEN	COCONINO COUNTY RECORDER	110 EAST CHERRY AVENUE	FLAGSTAFF	AZ	86001	

Affidavit of Notifications to Affected Property Owners

Case Number: PZ-20-00164-03 & PZ-20-00164-04

Project Name: Flagstaff Rehab Center

Applicant Name: Flagland LLC

Location: 7000 N. Highway 89

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute requirements, the applicant for public hearings in the City of Flagstaff shall notify affected property owners as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to establish a list of the names and addresses of persons who require notification of a public hearing as established in Sections 10-20.30.060.A, 10-20.30.060.B, and 10-20.30.060.C of the Zoning Code, and mail a notice of required public hearing via first class mail to each of the persons on the list referenced above no later than 15 days prior to the public hearing date. It shall also be the responsibility of the applicant to submit a notarized copy of the mailing list to the Planning Director prior to the fifteenth day before the public hearing date.**

I confirm that the public hearing notifications were mailed as detailed in Section 10-20.30.080 of the City of Flagstaff Zoning Code at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this 30 day of November, 2021 by: Gina Ramirez

_____
Notary Public

GINA RAMIREZ
Notary Public - Arizona
Pima County
Commission # 607371
My Comm. Expires Jun 30, 2025

My Commission Expires:

June 30, 2025

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.

November 16, 2021

Dear Neighbor,

Flagland LLC would like to invite you to the public hearings to consider the annexation and Zoning Map Amendment applications (COF PZ-20-00164-03 & PZ-20-00164-04) for a parcel of land that is currently located within Coconino County. The subject parcel is located at 7000 N. Highway 89. The Planning & Zoning meeting is scheduled on **Wednesday, December 8, 2021 at 4 pm**. The City Council Annexation Public Hearing will be on **Tuesday, January 4, 2022 at 3pm.** The City Council Meeting (1st read) will be on **Tuesday, January 18, 2022 at 3pm** and the 2nd read will be on **Tuesday, February 1, 2022 at 3pm**.

The Planning & Zoning Commission serves as an advisory board to the City Council on matters relating to the growth and physical development of the City. The Planning & Zoning Commission will conduct a public hearing for the Applications and may forward a recommendation on for the City Council's consideration. Upon receipt of a recommendation from the Planning & Zoning Commission, the City Council will conduct a public hearing and take action on the Applications. Any interested person or authorized agent may appear and be heard.

Planning and Zoning meetings are currently being held virtually. For instruction on the how to attend the virtual meetings visit the following link: https://www.flagstaff.az.gov/2845/Planning-Zoning-Commission. Due to the COVID-19 pandemic, Council meetings may be held virtually. At the link below, please refer to the posted agenda for any change to the meeting time and how to attend the meeting and submit comments: https://www.flagstaff.az.gov/328/Meetings. The meetings will continue to be live streamed on the City's website: https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings

The annexation application is specifically for APN 301-50-005G (±10.06 acres). Flagland LLC has the intention of building a Rehabilitation Substance Treatment Campus on the subject property, which is currently an allowed use within Coconino County Commercial Heavy (CH-10,000) zone. Flagland LLC requests to annex this County parcel into the City limits and designate this Campus to have the comparable City zoning district of Highway Commercial (HC) with a Resource Protection Overlay (RPO), which also allows this use.

The Concept Zoning Map Amendment application is only for the northeast corner of APN 301-50-005G (±1.10 acres). Flagland LLC has the intention of building an equestrian barn and arena in this corner of the site that will be utilized as part of the patient therapy program. The request is to change the zoning from Highway

Commercial (HC) with a Resource Protection Overlay (RPO) to Rural Residential (RR) with a Resource Protection Overlay (RPO) after the parcel is annexed into the City limits.

The plan sheets submitted in association with the Concept Plan and attached herein reflect the limits of the overall project. The parcel to be annexed is a part of an overall project that is called Flagstaff Rehab Campus and will consist of four proposed parcels. One parcel will be used for the Rehabilitation Substance Treatment Campus, one parcel will be used for the sober living units, and the two remaining parcels will be used for future development. Access to the site will be provided by two new full access driveways on N. Highway 89. Please contact Genevieve Pearthree, the City Planner assigned to this case, with questions about the City review and public hearing process. She can also provide copies of the application and development file.

We hope to see you there. If you are unable to attend, please provide comments in the space below. Written comments may be submitted to CDPandZCommission@flagstaffaz.gov or Genevieve.pearthree@flagstaffaz.gov.

Sincerely,
Shephard – Wesnitzer, Inc.

Stephen C Irwin

Stephen C. Irwin, P.E.
Project Engineer

Please see below for the developer's representative contact information:

Mr. Stephen Irwin
Shephard-Wesnitzer, Inc.
110 West Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354
sirwin@swiaz.com

Please see below for the City of Flagstaff representative contact information:

Ms. Genevieve Pearthree
Senior Planner
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2603
Genevieve.pearthree@flagstaffaz.gov

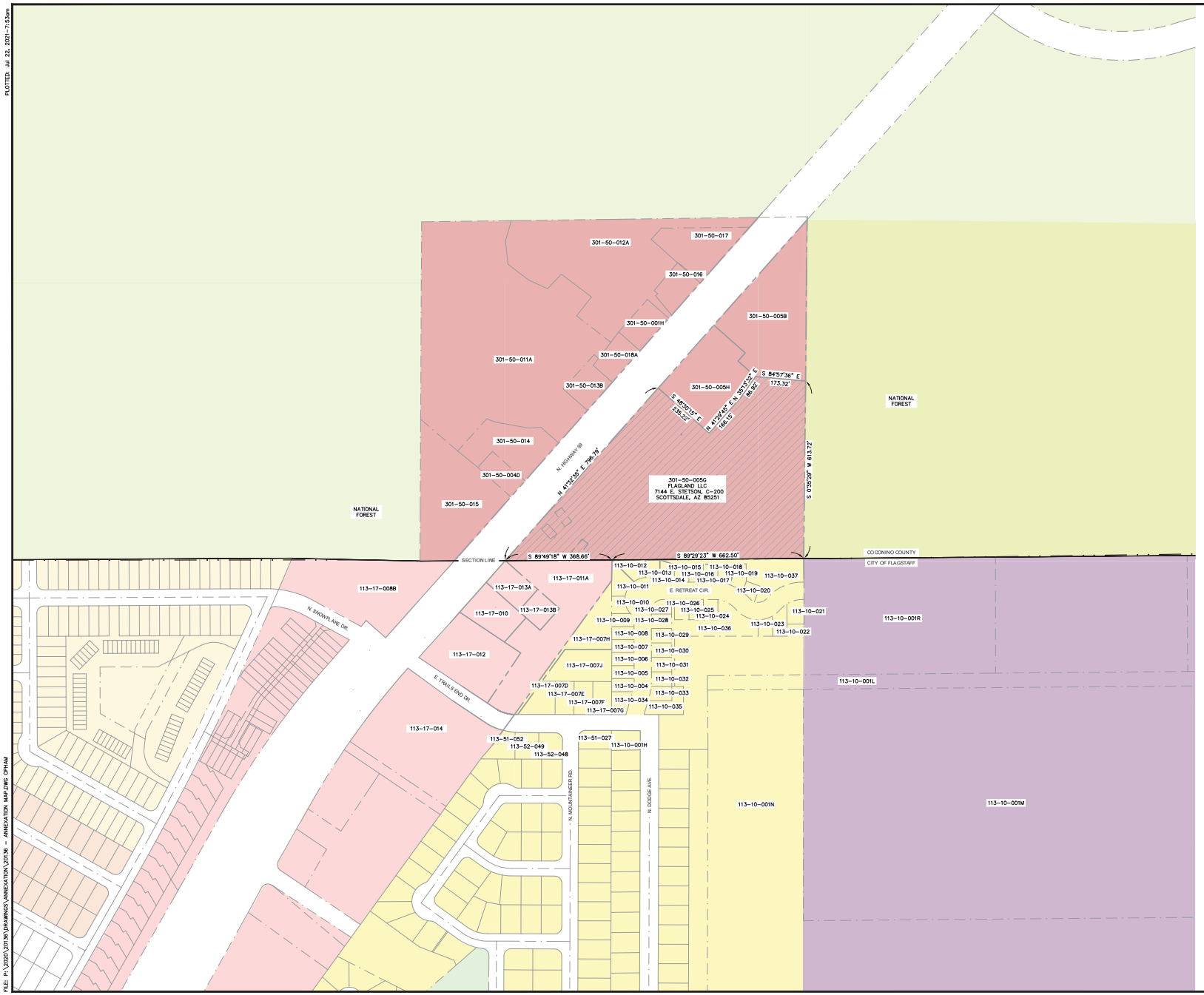
COMMENTS REGARDING THIS DEVELOPMENT

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, Arizona 86001

928.773.0354 ph
928.774.8934 fx

info@swiaz.com
www.swiaz.com



FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

ANNEXATION MAP

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com
Shephard Wesnitzer, Inc.

REVISIONS

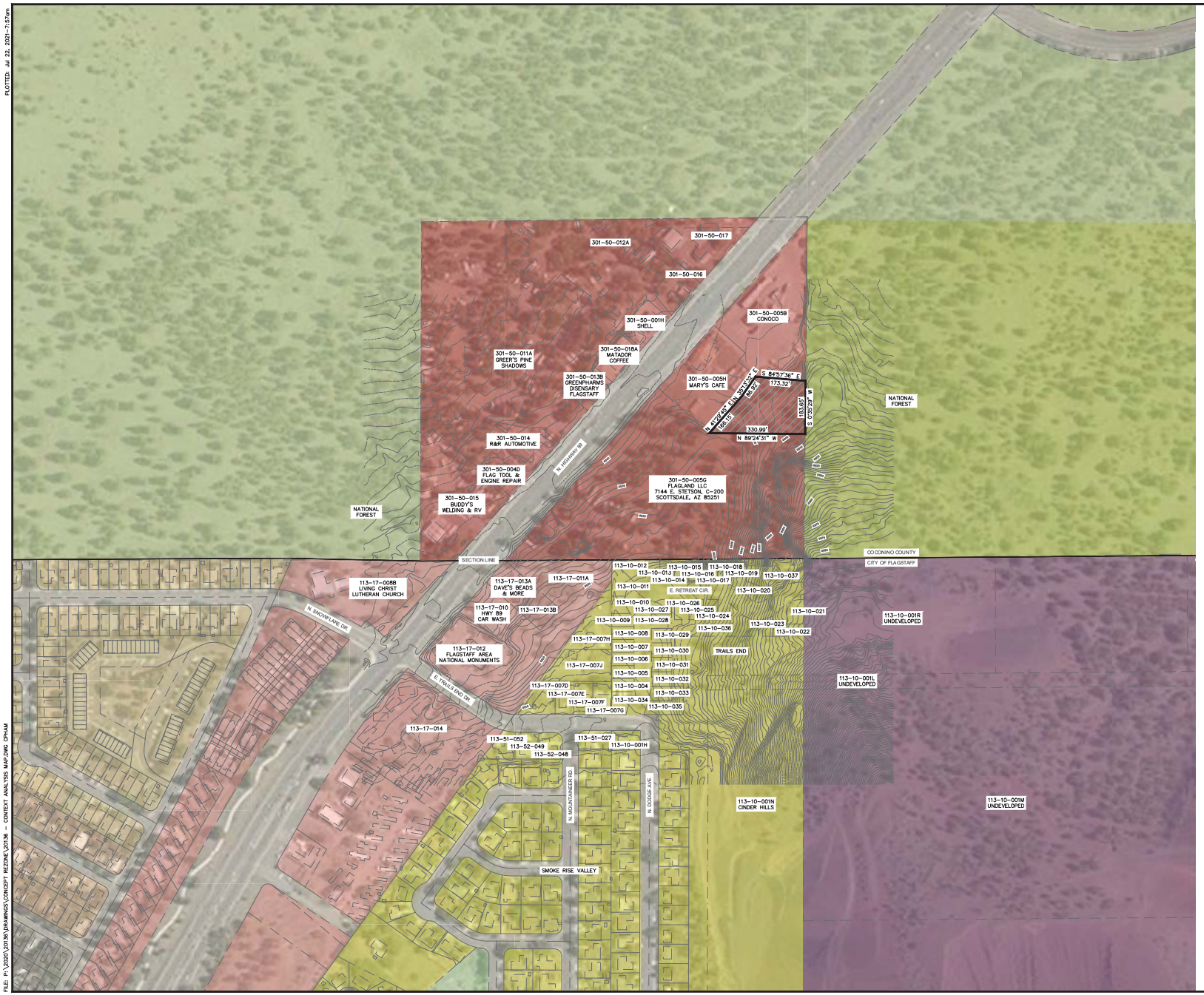
NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation.
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
AM01

SHT NO. 1 OF 1

PLOTTED: Jul 22, 2021-7:43am
FILE: P:\2020\20136\DRAWINGS\ANNEXATION\20136 - ANNEXATION MAP.DWG CPHAM



LEGEND

PROPERTY TO BE REZONED

EXISTING PROPERTY LINE

CITY LIMITS

CITY OF FLAGSTAFF ZONING

R1	SINGLE-FAMILY RESIDENTIAL
MR	MEDIUM DENSITY RESIDENTIAL
MH	MANUFACTURED HOUSING
HC	HIGHWAY COMMERCIAL
HI	HEAVY INDUSTRIAL
PF	PUBLIC FACILITY
"CITY"	CITY OF FLAGSTAFF

COCONINO COUNTY ZONING

AR-5	AGRICULTURAL RESIDENTIAL (5 AC)
AR-2 1/2	AGRICULTURAL RESIDENTIAL (2.5 AC)
CH-10,000	COMMERCIAL HEAVY
"COUNTY"	COCONINO COUNTY

SCALE 1" = 150'
0 75 150

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF ARIZONA

CONTEXT ANALYSIS MAP

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWING: CNP
DESIGN: CNP
CHECKED: SCI

SVA
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

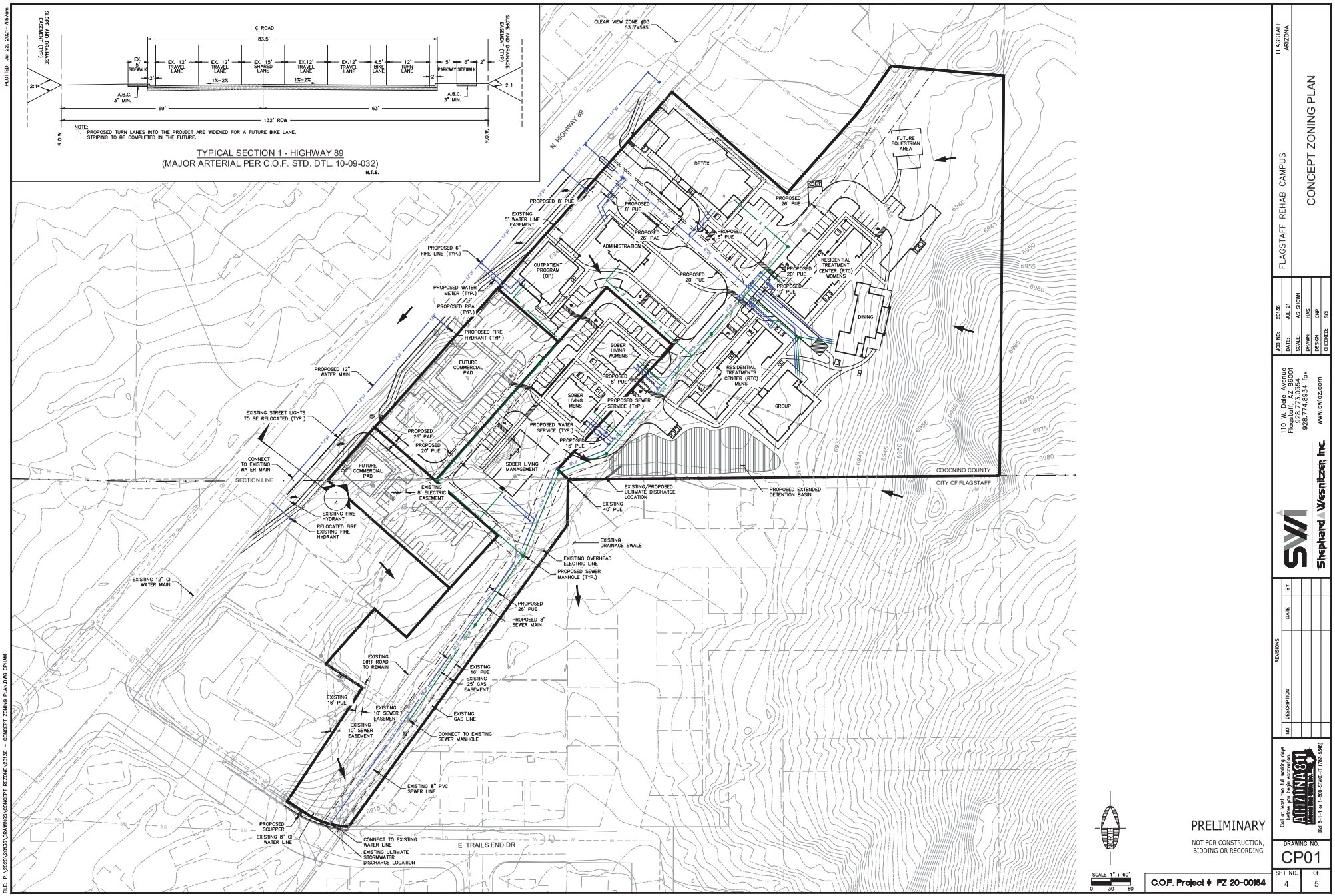
NO.	DESCRIPTION	DATE	BY
	REVISIONS		

Call at least two full working days before you begin excavation.
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CM01

SHT NO. 2 OF 5

PLOTTED: Jul 22, 2021 - 7:57am
FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONTEXT ANALYSIS MAP.DWG CPHAM



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" : 60'
0 30 60

C.O.F. Project # FZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONCEPT ZONING PLAN

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SO

SVI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation.
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CP01

SHT NO. 4 OF 5

PLOTTED: Jul 22, 2021 - 7:57am

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONCEPT ZONING PLAN.DWG CPHAM

12. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Scott Overton, Public Works Director
Date:	12/27/2021
Meeting Date:	01/04/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-01: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement (IGA) between Flagstaff Unified School District and the City of Flagstaff for storm water detention and drainage improvements at Killip Elementary School.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-01 by title only
2) City Clerk reads Resolution No. 2022-01 by title only (if approved above)
3) Adopt Resolution No.2022-01

Executive Summary:

In the summer of 2021, as a result of the Museum Fire that occurred in 2019, our community experienced post-wildfire flooding in the Spruce Avenue watershed. Impacts of monsoon rains and post-wildfire flooding identified a need for expedient mitigation strategies.

Currently, the Killip school site is under construction, and the construction plans already include two large open field areas. The engineering team identified the open areas as ideal locations for on-site detention basins and underground storm water infrastructure connecting the basins to the existing storm water system. The detention basin system will be an important mitigation strategy that will serve as a critical piece of the overall storm water infrastructure in the area. The urgency is to deliver this stormwater improvement prior to July of 2022.

The coordination with FUSD will allow the city to deliver the improvements prior to our next monsoon season. Post wildfire flooding is a significant threat and following the 2021 monsoon season the city response to flooding was quantified. Over 11,000 tons of debris was removed in the summer of 2021. In addition to resource requests of county and state support, the city is developing mitigation strategies and infrastructure improvements that will potentially lessen the burden on all resources of government and provide the safest environment possible for the residents that are now living in the compromised watershed.

Forest conditions and burn scar recovery are predicted to take many years, if not decades. FUSD has current agreements with CORE Construction. Currently the contractor is delivering a new elementary school and the element of drainage, stormwater infrastructure and the delivery of a completed school site will be August of 2022.

The IGA is currently under review by FUSD and will be attached to the final agenda.

Financial Impact:

The Killip detention basin project is budgeted this year for $600,000 in the Stormwater Fund, 206-08-385-3498-0-4422. Additional budget authority within the Stormwater Fund will come from the contingency of $300,000 and capital projects that will not be completed this year. If additional budget authority is needed, a contingency transfer will occur from the Water Fund.

Due to the unanticipated expenditures in the Stormwater Fund this fiscal year due to extreme weather events. The City anticipates issuing debt to assist with the cash flow of the Stormwater Fund. This will come as a separate action to Council.

Policy Impact:

The detention basin system is an important element of the Museum post wildfire flooding system wide mitigation projects. This has become a top priority of the city and Council to address the impacts to residents in the area. Also, a seasonal full deployment of response resources is costly to our taxpayers and not sustainable. The mitigations will be implemented to reduce the greater burden on community resources and improve infrastructure that will be essential to address the greater flooding impacts.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

PBB Priorities/Objectives:
Foster a safe, secure, and healthy community. Flooding response, robust infrastructure improvements and weather variation are all important elements of the plans and infrastructure scores highly in the PBB process.

Carbon Neutrality Plan Goal:
Community Resilience CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.
Community Resilience CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

Regional Plan Goal:
Goal E&C.3. Strengthen community and natural environment resiliency through climate adaptation efforts.

Has There Been Previous Council Decision on This:

This project has been discussed with the Council during recent briefings and at work session updates that relate to the Museum mitigation developments.

Options and Alternatives:

1. Do not approve the IGA. FUSD would likely continue with their original field designs and we would miss the opportunity to participate in the development of our longer term mitigation project.

2. Modify the terms of the IGA and provide staff direction as desired.

Expanded Financial Considerations:

This action and IGA demonstrate good planning and the ability for government agencies to work towards a common goal to save the taxpayer costs by cooperation through the existing procurement and leveraging a current construction project timeline to deliver important stormwater infrastructure improvements as quickly as possible. Each agency is contributing a proportionate share of financial resources and sharing in the project delivery with a mobilized and on-site contractor to complete the improvements.

Community Benefits and Considerations:

Community benefits are that an improved detention system would be an opportunity to possibly lessen the impacts downstream of the Killip School site. In addition, it demonstrates the commitment of the city to be an active partner in flood mitigation and willing to demonstrate partnerships with peer government agencies to the benefit of the community and neighborhood.

Community Involvement:

Discussion has occurred in a work session public forum and the community has been actively involved in the school project redevelopment.

Attachments:

Construction Plans
GMP #3
GMP #4
Res. 2022-01
IGA

CONSTRUCTION PLANS
FOR
KILLIP ELEMENTARY SCHOOL
FLAGSTAFF, ARIZONA

LOCATED IN NW QUARTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

CITY CONCEPT APPROVAL

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS AND OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

CITY ENGINEER:

BY: _____ DATE:

CITY PUBLIC WORKS DIRECTOR

BY: _____ DATE:

CITY WATER SERVICES DIRECTOR

BY: _____ DATE:

AUTHORIZATION TO CONSTRUCT:

THE SIGNATURES ABOVE ARE REQUIRED BEFORE THE CONTRACTOR CAN COMMENCE. UNSIGNED, THESE PLANS HAVE NOT BEEN COMPLETED WITH RESPECT TO AGENCY REVIEW AND APPROVAL.

LANDSCAPE APPROVAL

BY SIGNING THESE PLANS, THE DESIGNER OF THE LANDSCAPING PLANS CONFIRMS THAT THESE GRADING PLANS HAVE BEEN REVIEWED, IS AWARE OF THE SCOPE OF THE PROJECT, AND HAS IDENTIFIED AND ADDRESSED ANY POTENTIAL CONFLICTS BETWEEN THE GRADING AND LANDSCAPING PLANS.

LANDSCAPE DESIGNER: _____ DATE:

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

MEGAN MCCARTHY 03/25/2021
BY: _____ DATE:

UNISOURCE ENERGY SERVICES

MARTIN CONBOY 03/08/2021
BY: _____ DATE:

CENTURYLINK

MANUEL HERNANDEZ 03/19/2021
BY: _____ DATE:

ALTICE U.S.A

SANFORD YAZZIE 03/08/2021
BY: _____ DATE:

UTILITY COMPANY CONTACTS

APS
CONTACT: MEGAN MCCARTHY
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
MEGAN.MCCARTHYS@APS.COM
PHONE: (928) 773-6446

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226-2269

CENTURYLINK
CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@CENTURYLINK.COM
PHONE: (928) 779-4935

ALTICE USA
CONTACT: SANFORD YAZZIE
1601 SOUTH PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266-0672

UTILITY CONFLICT

UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND WERE COMPILED FROM RECORD DRAWINGS, SURVEY, AND CONSTRUCTION PLANS FURNISHED BY OTHERS. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR DETERMINING THE ACTUAL LOCATIONS OF ALL UNDERGROUND LINES THAT MAY AFFECT WORK PRIOR TO CONSTRUCTION.

THERE ARE NO APPARENT UTILITY CONFLICTS WITH APS, CENTURYLINK, UNISOURCE, OR ALTICE USA; HOWEVER, THEY DO HAVE EXISTING FACILITIES IN THE AREA THAT WILL NEED TO BE PROTECTED AND/OR RELOCATED.

RESOURCE PRESERVATION

THE PROJECT DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE AND DOES NOT REQUIRE A RESOURCE PROTECTION PLAN.

FEMA DESIGNATION

THIS PROJECT IS LOCATED WITHIN AN AREA OF MINIMAL FLOOD HAZARD IN ZONE X OF FEMA FIRM MAP #04005C6828G, EFFECTIVE SEPTEMBER 3, 2010. AREAS OF MINIMAL FLOOD HAZARD IN ZONE X ARE DESCRIBED AS AREAS OUTSIDE OF THE 0.2% (500-YEAR) ANNUAL CHANCE FLOODPLAIN.

SOURCE OF PROJECT INFORMATION

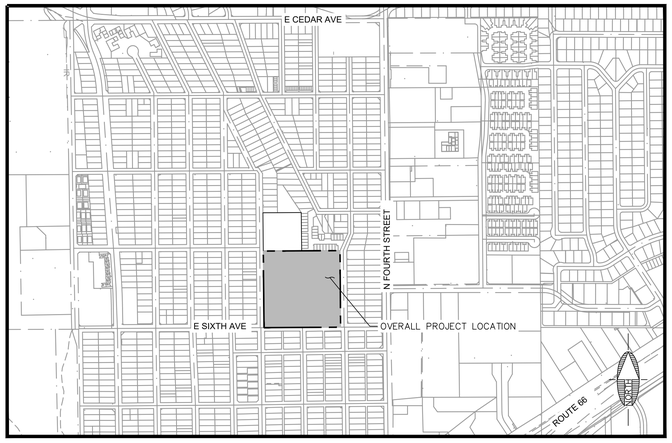
TOPOGRAPHIC DATA AND BOUNDARY INFORMATION WAS PROVIDED BY SHEPHARD-WESNITZER,INC. ON JULY 6, 2020.

IMPERVIOUS AREA SUMMARY

PHASE 1 PRE-DEVELOPMENT IMPERVIOUS AREA = 117,064 SF
PHASE 1 POST-DEVELOPMENT IMPERVIOUS AREA = 127,368 SF

PHASE 2 PRE-DEVELOPMENT IMPERVIOUS AREA = 54,067 SF
PHASE 2 POST-DEVELOPMENT IMPERVIOUS AREA = 169,818 SF

TOTAL PRE-DEVELOPMENT IMPERVIOUS AREA = 171,131 SF
TOTAL POST-DEVELOPMENT IMPERVIOUS AREA = 297,186 SF



VICINITY MAP
N.T.S.

LEGEND

- ROW
- EASEMENT
- 8"SS — GRAVITY SEWER LINE
- 8"W — PUBLIC WATER LINE
- STORM DRAIN PIPE
- LOT BOUNDARY
- FIRE HYDRANT
- WATER METER
- SEWER MANHOLE
- STORM DRAIN MANHOLE
- STORM DRAIN GRATE
- RPA — REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY
- GATE VALVE
- DRAINAGE ARROW
- 4"SS — PROPOSED SEWER SERVICE
- 4"W — PROPOSED WATER SERVICE
- EX. LOT LINE
- EX. EASEMENT
- EX. 100-YR FLOODPLAIN
- EX. INTERMEDIATE CONTOUR
- 6945 — EX. INDEX CONTOUR
- 12"W — EX. WATER LINE
- EX. SEWER LINE
- G — EX. GAS
- S — EX. STORM DRAIN
- UGE — EX. UNDERGROUND UTIL.
- OHE — EX. OVERHEAD UTIL.
- SECTION LINE
- EX. ROAD STRIPING
- WV — EX. WATER VALVE
- EX. IRRIGATION
- EX. SIGNAGE
- EX. LIGHT POLE
- SCE8175 — EX. ELECTRIC BOX
- EX. DRAINAGE ARROW

PROJECT OWNER/DEVELOPER:
FLAGSTAFF UNIFIED SCHOOL DISTRICT #1
CONTACT: BOB KUHN
3285 SPARROW AVE
FLAGSTAFF, AZ 86004
(928) 220-2035

PROJECT ENGINEER:
SHEPHARD-WESNITZER INC.
CONTACT: STEPHEN IRWIN, PE
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

PROJECT ARCHITECT:
DLR GROUP
CONTACT: DAVID SCHMIDT
6225 NORTH 24TH STREET, SUITE 250
PHOENIX, AZ 85016
(602)-381-8580

PROPERTY INFORMATION:
APN#: 109-09-002A (±9.37 AC)
APN#: 109-09-002B (±0.13 AC)

ZONING: PUBLIC FACILITY

2300 E SIXTH AVE
FLAGSTAFF, AZ 86004

CIVIL SHEET INDEX		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	C-CVR	COVER SHEET
2	C-GN01	NOTES AND DETAILS
3	C-DT01	DETAIL SHEET
4	C-DM01	DEMOLITION PLAN – PHASE 1
5	C-DM02	DEMOLITION PLAN – PHASE 2
6	C-GD01	GRADING & DRAINAGE PLAN
7	C-IP01	IMPROVEMENT PLAN
8	C-UT01	UTILITY PLAN
9	C-SD01	STORM DRAIN PLAN
10	C-HC01	HORIZONTAL CONTROL PLAN
11	C-EC01	EROSION CONTROL PLAN
12	C-EC02	EROSION CONTROL NOTES & DETAILS

LANDSCAPE & IRRIGATION SHEET INDEX		
SHEET NO.	DRAWING NO.	DESCRIPTION
13	L-001	HARDSCAPE NOTES AND SCHEDULES
14	L-002	LANDSCAPE NOTES AND SCHEDULES
15	L-100	HARDSCAPE PLAN
16	L-200	LANDSCAPE PLAN
17	L-301	HARDSCAPE DETAILS
18	L-302	HARDSCAPE DETAILS
19	L-303	HARDSCAPE DETAILS
20	L-304	HARDSCAPE DETAILS
21	L-305	HARDSCAPE DETAILS
22	L-306	PLAYGROUND DETAILS
23	L-400	LANDSCAPE DETAILS
24	L-500	IRRIGATION NOTES
25	L-501	IRRIGATION PLAN
26	L-601	IRRIGATION DETAILS
27	L-602	IRRIGATION DETAILS

SYNTHETIC TURF SHEET INDEX		
28	C0.0	COVER SHEET
29	C4.1	GRADING PLAN
30	C5.1	DRAINAGE PLAN
31	D1.1	SECTIONS AND DETAILS

COORDINATE SYSTEM DETAILS

LINEAR UNIT: INTERNATIONAL FEET
GEODETIC DATUM: NAD 83 (CONUS)
VERTICAL DATUM: NAVD 88, REFERENCED FROM NGS CONTROL POINT "AZFL"
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION PROJECTION (2015)

PROJECTION:
TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN: 35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN: 111° 37' 00" W
NORTHING AT GRID ORIGIN: 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 GEODEDIC 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" USING GPS WITH NGS 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 A LEAST-SQUARES ADJUSTMENT OF STATISTICALLY INDEPENDENT OBSERVATIONS.

POINT #1014 = 1.5" ALUMINUM CAP ON CENTERLINE OF FIRST ST. AND COLANTHE AVE.
NORTHING = 77414.3840 FT
EASTING = 69866.2810 FT
ELEVATION = 6893.24 FT

POINT #1015 = 2" ALUMINUM CAP IN HANDHOLE ON CENTERLINE OF SIXTH AVE. AND FIRST ST.
NORTHING = 76724.3130 FT
EASTING = 69870.4630 FT
ELEVATION = 6880.63 FT

POINT #1016 = 2" ALUMINUM CAP IN HANDHOLE ON CENTERLINE OF SIXTH AVE. AND THIRD ST.
NORTHING = 76725.9080 FT
EASTING = 70590.7100 FT
ELEVATION = 6877.48 FT

DLR Group
©DLR Group

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

STEPHEN C. IRWIN — 25944 — REGISTERED PROFESSIONAL ENGINEER — ARIZONA, U.S.A.

SWI Shephard Wesnitzer, Inc.

KILLIP ELEMENTARY SCHOOL — FLAGSTAFF UNIFIED SCHOOL DISTRICT

Call at least two full working days before you plan to excavate
ARIZONA811 — Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

2300 E 6th Ave., Flagstaff, AZ 86004

100% CONSTRUCTION DOCUMENTS
02.08.2021
REVISIONS
1 ASI11 REGIONAL DET. BASIN 06/15/2021

30-20149-00

COVER SHEET

C-CVR

COF PZ-20-00157

C.O.F. GENERAL NOTES

1. APPROVAL OF THESE PLANS BY THE CITY ENGINEER IS FOR A ONE (1) YEAR PERIOD, SUBSEQUENT TO THE DATE OF APPROVAL. IF CONSTRUCTION WORK IS NOT STARTED WITHIN THE ONE (1) YEAR PERIOD, OR HAS BEEN DISCONTINUED FOR ANY REASON FOR LONGER THAN ONE (1) 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 TWENTY-FOUR (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 AND 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 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 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 WHICH 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 (1) 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.
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 RETRO REFLECTIVE 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 AND RESEEDED IN ACCORDANCE WITH CHAPTER 13-17 OF THIS TITLE. IN THE EVENT THAT THE CONSTRUCTION ACTIVITY DISTURBS MORE THAN ONE (1) ACRE, A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE PREPARED IN ORDER TO OBTAIN A CONSTRUCTION GENERAL PERMIT FROM ADEQ. (ORD. 2007-22, REP&REEN, 07/05/2017)

C.O.F. WATER AND SEWER NOTES

ALL DESIGN, CONSTRUCTION, TESTING AND INSPECTION SHALL CONFORM TO THE ADEQ REQUIREMENTS: WATER DISTRIBUTION IN ACCORDANCE WITH BULLETINS 10 AND 8, AND SEWER COLLECTION IN ACCORDANCE WITH AAC TITLE 18. IN THE EVENT THE ADEQ REQUIREMENTS CONFLICT WITH THESE STANDARDS, THE MORE RESTRICTIVE SHALL APPLY.

A. ROUGH GRADING SHALL BE COMPLETED WITHIN ONE-TENTH ($\frac{1}{10}$) OF A FOOT OF PLAN GRADE AND APPROVED BY THE CITY ENGINEER'S AUTHORIZED REPRESENTATIVES PRIOR TO INSTALLATION OF UNDERGROUND UTILITIES.

B. NO TRENCH SHALL BE FILLED WITH BEDDING MATERIAL OR BACKFILL UNTIL THE EXCAVATION AND PIPE LAYING, RESPECTIVELY, HAVE BEEN APPROVED BY THE CITY ENGINEER'S AUTHORIZED REPRESENTATIVE.

C. A WATER PRESSURE TEST IS REQUIRED OF ALL WATER LINES AND A HYDROSTATIC OR AIR TEST IS REQUIRED OF ALL SEWER LINES AND MANHOLES. TESTS ARE TO BE CONDUCTED AFTER BACKFILLING IS COMPLETE AND COMPACTED ON ALL PUBLIC AND/OR PRIVATE UNDERGROUND UTILITIES.

D. WATER AND SEWER SERVICE LINES ARE TO BE MARKED AS SHOWN ON THE STANDARD SERVICE DETAILS.

E. WATER LINE DISINFECTION IS TO BE ACCOMPLISHED AS OUTLINED IN ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) "BULLETIN NO. 8."

F. WATER PIPE CLASSIFICATION SHALL BE CLASS 305 FOR A.W.W.A. C-900 PVC AND CLASS 350 FOR DUCTILE IRON UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. C-900 SHALL CONFORM TO CAST-IRON-EQUIVALENT OUTSIDE DIAMETER AND HAVE ELASTOMERIC GASKETS AND COUPLINGS. ALL DUCTILE IRON PIPE LINES SHALL BE POLYETHYLENE ENCASED IN ACCORDANCE WITH MAG SPECIFICATIONS.

G. ALL MATERIALS THAT COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NSF STANDARD 61 INCLUDING, BUT NOT LIMITED TO, GASKETS, LUBRICANTS, PIPE FITTINGS, AND VALVES. (NSF-PW SEAL) (R18-4-1198).

H. ALL PUBLIC SANITARY SEWER LINES AND PRIVATE SEWER SERVICE LINES WITHIN A PUBLIC UTILITY EASEMENT OR RIGHT-OF-WAY WILL BE INSPECTED PRIOR TO ACCEPTANCE BY THE CITY.

I. WATER AND SEWER MAINS SHALL BE SEPARATED IN ORDER TO PROTECT PUBLIC WATER SYSTEMS FROM POSSIBLE CONTAMINATION. ALL DISTANCES ARE MEASURED PERPENDICULARLY FROM THE OUTSIDE OF THE SEWER MAIN TO THE OUTSIDE OF THE WATER MAIN. SEPARATION REQUIREMENTS ARE AS FOLLOWS:

1. A WATER MAIN SHALL NOT BE PLACED:
   a. WITHIN SIX (6) FEET, HORIZONTAL DISTANCE, AND LESS THAN TWO (2) FEET, VERTICAL DISTANCE, ABOVE THE TOP OF A SEWER MAIN UNLESS EXTRA PROTECTION IS PROVIDED. EXTRA PROTECTION SHALL CONSIST OF CONSTRUCTING THE SEWER MAIN WITH MECHANICAL JOINT DUCTILE IRON PIPE OR WITH SLIP-JOINT DUCTILE IRON PIPE IF JOINT RESTRAINT IS PROVIDED. ALTERNATE EXTRA PROTECTION SHALL CONSIST OF ENCASING BOTH THE WATER AND SEWER MAINS IN AT LEAST SIX (6) INCHES OF CONCRETE FOR AT LEAST TEN (10) FEET BEYOND THE AREA COVERED BY THIS SUBSECTION.
   b. WITHIN TWO (2) FEET HORIZONTALLY AND TWO (2) FEET BELOW THE SEWER MAIN. WHEN A WATER MAIN IS PLACED BELOW A SEWER MAIN, EXTRA PROTECTION IS ALWAYS REQUIRED REGARDLESS OF THE VERTICAL SEPARATION.
2. NO WATER PIPE SHALL PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF A SEWER MANHOLE. THE MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND MANHOLES SHALL BE SIX (6) FEET, MEASURED FROM THE CENTER OF THE MANHOLE.
3. THE MINIMUM SEPARATION BETWEEN FORCE MAINS OR PRESSURE SEWERS AND WATER MAINS SHALL BE TWO (2) FEET VERTICALLY AND SIX (6) FEET HORIZONTALLY UNDER ALL CONDITIONS EXCEPT WHERE A SEWER FORCE MAIN CROSSES ABOVE OR LESS THAN SIX (6) FEET BELOW A WATER LINE, THE SEWER MAINS SHALL BE ENCASED IN AT LEAST SIX (6) INCHES OF CONCRETE OR CONSTRUCTED USING MECHANICAL JOINT DUCTILE IRON PIPE FOR EITHER SIDE OF THE WATER MAIN.
4. EVEN WHEN EXTRA PROTECTION IS UTILIZED, THE MINIMUM CLEARANCE BETWEEN WATER AND SEWER SHALL BE ONE (1) FOOT.
5. THE SEPARATION REQUIREMENTS DO NOT APPLY TO BUILDING, PLUMBING, OR INDIVIDUAL HOUSE SERVICE CONNECTIONS.

J. WHEN HYDROSTATIC TESTING IS PERFORMED, SEWER LINES SHALL BE TESTED FOR INFILTRATION/EXFILTRATION PER ADEQ ENGINEERING BULLETIN NO. 11. MANHOLES SHALL BE TESTED BY FILLING THE MANHOLE WITH WATER. THE APPLICANT SHALL ENSURE THAT THE DROP IN WATER LEVEL DOES NOT EXCEED ONE-THOUSANDTH (0.001) OF THE TOTAL MANHOLE VOLUME IN ONE (1) HOUR.
   WHEN AIR TESTING IS PERFORMED, SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH ASTM F1417-92. MANHOLES SHALL BE TESTED IN ACCORDANCE WITH ASTM C1244.

K. SEWER PIPE SHALL BE SDR 35, ASTM D3034 FOR PVC PIPE, OR CLASS 150 DIP LINED WITH PROTECTO 401 CERAMIC EPOXY OR HDPE ASTM F894. ALL DUCTILE IRON PIPELINES SHALL BE POLYETHYLENE ENCASED IN ACCORDANCE WITH MAG SPECIFICATIONS. SPECIAL DESIGN CONSIDERATIONS MAY REQUIRE A HIGHER CLASS RATING OF DIP.

L. NO WATER SETTLING OF TRENCH FILL MATERIAL IS ALLOWED.

M. ALL WATER AND SEWER DESIGN AND CONSTRUCTION SHALL CONFORM TO THE CURRENT ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) REQUIREMENTS. WHEN ADEQ REQUIREMENTS ARE IN CONFLICT WITH THESE STANDARDS, THE MORE RESTRICTIVE SHALL APPLY.

N. TRACER WIRES AND TAPES SHALL BE INSTALLED PRIOR TO TESTING THE WATER OR SEWER MAIN AS REQUIRED BY SECTION 13-09-001-0002. (STRIP WIRE 2 INCHES AT TERMINATION OF THE SERVICE).

O. WATER VALVES SHALL BE ADJUSTED IN ACCORDANCE WITH CITY OF FLAGSTAFF ENGINEERING DETAIL NO. 9-03-060 AND MANHOLES SHALL BE ADJUSTED IN ACCORDANCE WITH CITY OF FLAGSTAFF DETAIL NO. 9-03-062.

P. ONE HUNDRED PERCENT (100%) OF THE SEWER LINE SHALL BE TESTED FOR UNIFORM SLOPE BY REMOTE CAMERA AND TESTED FOR SHORT-TERM DEFLECTION.
   1. WHEN A SEWER SERVICE IS REQUIRED TO BE ABANDONED, IT SHALL BE ABANDONED AT THE PROPERTY LINE AND CAPPED USING THE APPROPRIATE MATERIALS (PVC, CLAY, OR CONCRETE).
   2. WHEN AN EXISTING WATER SERVICE IS REQUIRED TO BE ABANDONED, IT SHALL BE ABANDONED AT THE MAIN. THE SADDLE AND CORP. STOP SHALL BE REMOVED AND THE MAIN CLAMPED WITH AN APPROVED FULL CIRCLE REPAIR CLAMP.

Q. THE LOCATION OF WATER SERVICES SHALL BE IDENTIFIED BY BRANDING A "W" ON THE TOP OR FACE OF CURB.

R. SEWER SERVICE LOCATIONS SHALL BE IDENTIFIED BY BRANDING AN "S" ON THE TOP OR FACE OF THE CURB. (ORD. 2017-22, REP&REEN, 07/05/2017)

C.O.F. PAVING NOTES

A. 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.

B. NO JOB WILL BE CONSIDERED COMPLETE UNTIL:
   1. ALL CURBS, PAVEMENTS, SIDEWALKS, CATCH BASINS, STORM DRAINS, AND MANHOLES HAVE BEEN CLEANED OF ALL DIRT AND DEBRIS;
   2. SURVEY MONUMENTS ARE INSTALLED AND STAMPED; AND
   3. ALL FRAMES, COVERS, AND VALVE BOXES ARE ADJUSTED TO GRADE.

C. NO PAVING CONSTRUCTION SHALL BE STARTED UNTIL ALL UTILITY LINES ARE COMPLETED AND APPROVED UNDER PROPOSED PAVED AREAS.

D. BASE COURSE WILL NOT BE PLACED UNTIL SUBGRADE HAS BEEN APPROVED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.

E. THE LOCATION OF ALL WATER VALVES, FIRE HYDRANTS, AND MANHOLES MUST AT ALL TIMES DURING CONSTRUCTION BE REFERENCED AND MADE ACCESSIBLE TO THE CITY.

F. 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.

G. 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.

H. 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.

I. ON PROJECTS WHERE THE CONTRACTOR CAUSES EXCESSIVE DAMAGE TO AN EXISTING PAVED STREET OR THERE ARE MULTIPLE STREET CUTS (MAXIMUM OF FOUR (4) IN FIVE HUNDRED (500) FEET) AN ASPHALT OVERLAY SHALL BE REQUIRED.

J. A PRIME COAT IS NOT REQUIRED UNLESS SO SPECIFIED IN THE SOILS AND PAVEMENT REPORT AND/OR SHOWN ON THE PLANS.

K. ALL CURB AND GUTTER, SIDEWALK, DRIVEWAYS, AND SIDEWALK RAMPS SHALL BE CONSTRUCTED ON A MINIMUM THREE (3) INCHES OF AGGREGATE BASE COURSE (ABC). THE ABC SHALL BE CONSTRUCTED PER MAG SECTION 310, AND SHALL BE COMPACTED TO NINETY-FIVE (95%) RELATIVE DENSITY. ALL PRECAST STRUCTURES SUCH AS VAULTS, CATCH BASINS, AND BOX CULVERTS SHALL BE CONSTRUCTED ON A MINIMUM OF THREE (3) INCHES OF ABC.

L. PERMANENT PAVEMENT MARKINGS.
   1. LONGITUDINAL PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 13-16-006-0001.
   2. TRANSVERSE PAVEMENT MARKINGS SUCH AS STOP BARS, CROSSWALKS, ARROWS, AND LEGENDS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 13-16-006-0002.

M. TEMPORARY PAVEMENT MARKINGS.
   1. TEMPORARY PAVEMENT MARKINGS, WHEN APPROVED, SHALL BE INSTALLED IN ACCORDANCE WITH SECTIONS 13-16-006-0001 AND 13-16-006-0002.

   NOTES:
   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.
   2. WHEN IT IS IMPRACTICABLE TO PLACE PAVEMENT MARKINGS ABOVE OR LESS THAN SIX (6) INCHES OF CONCRETE OR CONSTRUCTED USING MECHANICAL JOINT DUCTILE IRON PIPE FOR EITHER SIDE OF THE WATER MAIN.

N. THE MAXIMUM THICKNESS OF A SINGLE LIFT OF PAVEMENT SHALL BE FOUR (4) INCHES. (ORD. 2017-22, REP&REEN, 07/05/2017)

C.O.F. GRADING AND DRAINAGE NOTE:

"ADEQUATE DRAINAGE, EROSION AND SEDIMENT CONTROL MEASURES, BEST MANAGEMENT PRACTICES, AND/OR OTHER STORM WATER MANAGEMENT FACILITIES SHALL BE PROVIDED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION. DAMAGES TO ADJACENT PROPERTY AND/OR THE CONSTRUCTION SITE CAUSED BY CONTRACTOR'S PROPERTY 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."

C.O.F. SEEDING NOTES

TO BE APPLIED ON ALL CUT/FILL SLOPES.

THE CONTRACTOR SHALL RESEED ALL DISTURBED AREA ACCORDING TO THE PROVISIONS OF THIS SECTION. THE WORK UNDER THIS SECTION SHALL CONSIST OF FURNISHING, HAULING, PLACING, AND APPLYING EROSION CONTROL (SEED, MULCH, AND EROSION CONTROL BLANKETS) TO ALL DISTURBED AREAS WITHIN THE PROJECT AREAS AS SHOWN ON THE PLANS. REFER TO THE CITY OF FLAGSTAFF ENGINEERING STANDARDS, TITLE 13, CHAPTER 17 FOR SEEDING REQUIREMENTS.

SHEPHARD-WESNITZER GENERAL NOTES

PROJECT SPECIFICATIONS
ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING STANDARDS AND SPECIFICATIONS, AND ANY SPECIAL PROVISIONS PREPARED FOR THE PROJECT. THE TERM "CURRENT" MEANS THE DATE OF THE SPECIFICATIONS IN EFFECT AS OF THE DATE OF THE ENGINEERS SEAL ON THESE PLANS.

MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION
CITY OF FLAGSTAFF ENGINEERING DESIGN AND CONSTRUCTION STANDARDS & SPECIFICATION
AMERICAN WATER WORKS ASSOCIATION STANDARDS
ARIZONA ADMINISTRATIVE CODE
INTERNATIONAL PLUMBING CODE (IPC)
INTERNATIONAL BUILDING CODE (IBC)

THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE REQUIRED TO OBTAIN COPIES OF THESE, AS WELL AS ANY OTHER STANDARDS OR SPECIFICATIONS REQUIRED TO SUCCESSFULLY COMPLETE THE WORK AS DESCRIBED IN THESE PLANS AND/OR ANY SPECIAL PROVISIONS PREPARED FOR THE PROJECT. THIS REQUIREMENT EXTENDS TO ANY STANDARDS, DETAILS, OR SPECIFICATIONS REFERENCED BY THE CONSTRUCTION DOCUMENTS AND NOT INCLUDED IN THE LIST ABOVE.

QUANTITY ESTIMATE AND PAYMENT PROVISIONS
IF ANY MATERIAL QUANTITIES ARE SHOWN ON THESE PLANS, THEY ARE TO BE CONSIDERED AS APPROXIMATE ONLY AND ARE FURNISHED AS A CONVENIENCE TO THE CONTRACTOR IN EVALUATING THE MAGNITUDE OF THE PROJECT SCOPE. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE ACTUAL QUANTITIES OF WORK REQUIRED AND BASE HIS BID ON HIS OWN INDEPENDENT ESTIMATE OF THE WORK SCOPE AND QUANTITIES OF MATERIALS REQUIRED.

THE ESTIMATED QUANTITIES MAY NOT DIRECTLY CORRESPOND TO A BID SCHEDULE/SCHEDULE OF VALUES INCLUDED IN THE CONTRACT DOCUMENTS. PAYMENT FOR ANY WORK ACCOMPLISHED SHALL BE IN ACCORDANCE WITH THE PAYMENT PROVISIONS OUTLINED IN THE CONTRACT DOCUMENTS.

UTILITY COORDINATION
THE CONTRACTOR SHALL HAVE THE RESPONSIBILITY FOR COORDINATING ALL UTILITY RELOCATIONS, VALVE BOX/MANHOLE OR OTHER SURFACE APPURTENANCE ADJUSTMENTS, RESOLUTION OF UTILITY CONFLICTS, OBTAINING NECESSARY PERMITS, SCHEDULING BLUE STAKE, CONDUCTING EXPLORATORY EXCAVATIONS IN ADVANCE OF UTILITY INSTALLATIONS, AND GENERAL CONFORMANCE TO UTILITY AGENCY REQUIREMENTS AND SPECIFICATIONS FOR CONDUCTING THE WORK.

THE CONTRACTOR IS SPECIFICALLY ADVISED TO EXAMINE THE SITE FOR EVIDENCE OF AND CONFLICTS WITH EXISTING UTILITIES PRIOR TO SUBMITTING HIS BID. EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS IN THEIR APPROXIMATE LOCATIONS BASED ON FIELD OBSERVATIONS AND ANY FURNISHED RECORD INFORMATION, BUT THERE IS NO GUARANTEE THAT ALL UTILITY CONFLICTS HAVE BEEN IDENTIFIED. AT THE TIME OF CONSTRUCTION, THE EXACT SIZES, TYPES, AND LOCATIONS OF EXISTING UNDERGROUND IMPROVEMENTS SHALL BE DETERMINED BY THE CONTRACTOR AND HE SHALL FURNISH MATERIALS AS NECESSARY TO CONSTRUCT THE REQUIRED CONNECTIONS.
THE CONTRACTOR SHALL PERFORM ALL NECESSARY POTHOLES AND UTILITY LOCATING AT LEAST TWO WEEKS IN ADVANCE OF ALL UNDERGROUND UTILITY WORK TO ENSURE EXPEDIENT COMPLETION OF THE WORK IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. LOCATING EXISTING UTILITIES FOR THE PURPOSE OF IDENTIFYING CONFLICTS IN ADVANCE OF THE UTILITY RELOCATIONS IS AN IMPORTANT ELEMENT OF THE PROJECT. FAILURE OF THE CONTRACTOR TO LOCATE EXISTING UTILITIES AT LEAST TWO WEEKS IN ADVANCE OF THE CONSTRUCTION ACTIVITIES WILL DIMINISH HIS ABILITY TO MAKE A CLAIM FOR DELAYS FOR UTILITY RELOCATIONS.

ALL FRAMES, COVERS AND VALVE BOXES IN THE CONSTRUCTION AREA SHALL BE ADJUSTED TO FINAL FINISH GRADES, WHETHER INDICATED ON THE PLANS OR NOT. ANY NECESSARY ADJUSTMENTS WHICH ARE NOT SEPARATELY ITEMIZED IN THE BID SCHEDULE SHALL BE CONSIDERED INCIDENTAL TO THE WORK.

THE APPROPRIATE UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION. "BLUE STAKE" NUMBER IS 1-800-STAKE-IT. CONTRACTOR SHALL ALLOW TWO WORKING DAYS AFTER "BLUE STAKE" IS NOTIFIED, BEFORE COMMENCING ANY EXCAVATION WORK IN PROXIMITY OF BURIED UTILITIES.

AT LEAST TWO WORKING DAYS PRIOR NOTICE IS REQUIRED BEFORE DISRUPTING EXISTING UTILITY SERVICES TO MAKE CONNECTIONS. THE NOTICE MUST INCLUDE THE EXACT TIME OF THE DISRUPTION OF SERVICE AND THE EXPECTED DURATION OF THE LOSS OF SERVICE. THE NOTICE SHALL BE FURNISHED TO THE OWNER OR OTHERS AS SPECIFIED IN THE CONTRACT DOCUMENTS.

THE LOCATION OF ALL WATER VALVES MUST AT ALL TIMES DURING CONSTRUCTION BE REFERENCED AND MADE AVAILABLE TO THE GOVERNING WATER COMPANY/DEPARTMENT.

ALL WATER LINES SHALL BE PRESSURE AND LEAKAGE TESTED PER AWWA C605-13 OR MAG STANDARDS SECTION 611.

PERMITS

CITY OF FLAGSTAFF PERMITS
A PUBLIC IMPROVEMENTS PERMIT AND A GRADING PERMIT ARE REQUIRED FOR THIS PROJECT, CONTACT COMMUNITY DEVELOPMENT AT 928-213-2606 TO INITIATE THE PROCESS. CONTACT THE ENGINEERING INSPECTION DEPARTMENT AND STORM WATER DEPARTMENT AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF THE PROJECT TO COORDINATE INSPECTIONS. GRADING CERTIFICATION IS REQUIRED, WHICH SHALL BE SEALED BY THE SURVEYOR AND GEOTECHNICAL ENGINEER; SPECIAL INSPECTION CERTIFICATION FOR ANY BUILT IN PLACE STRUCTURES WILL ALSO BE REQUIRED. AS-BUILTS ARE REQUIRED WITH THE CERTIFICATION.

A PRE-CONSTRUCTION MEETING WITH THE CITY OF FLAGSTAFF IS REQUIRED PRIOR TO THE START OF ANY WORK. CONTACT THE CITY OF FLAGSTAFF PROJECT MANAGER TO SCHEDULE THE MEETING.

EARTHWORK SUMMARY

SITE GRADING:

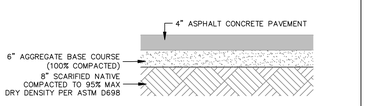
UNADJUSTED CUT: 35,094 CY
UNADJUSTED FILL: 12,486 CY

EARTHWORK VOLUMES SHOWN ABOVE ARE BASED ON IN-PLACE VOLUMES REQUIRED FOR SITE GRADING. QUANTITIES ARE NOT ADJUSTED FOR SHRINKAGE (SEE GEOTECH REPORT FOR ESTIMATED SHRINKAGE FACTORS). THESE RESULTS MAY NOT REFLECT THE FINAL CONSTRUCTED QUANTITIES. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN QUANTITY DETERMINATIONS. ADDITIONAL EARTHWORK QUANTITIES SHALL BE CONSIDERED INCIDENTAL TO BUILDING CONSTRUCTION. ANY WASTE MATERIAL SHALL BE INCIDENTAL TO CONSTRUCTION.

CLEAR VIEW ZONE CALCULATIONS

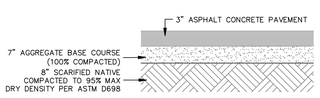
ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)[1]	TIME GAP tg (unadjusted)[2]	GRADE ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES[4]	TIME GAP tg(adjusted)[2]	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
D1	6th Avenue	Right	15	6.5	Yes	No	1	6.5	143	80
D2	3rd Street	Right	15	6.5	Yes	No	1	6.5	143	80
D3	3rd Street	Left	15	7.5	Yes	Yes	2	8.0	176	80
D4	3rd Street	Left	15	5.5	Yes	Yes	2	6.0	132	80

Notes:
(1) The major road speed limits (VMAJOR in MPH) are based on existing conditions in the project vicinity.
(2) The time gap values, adjusted (tg (adjusted) in seconds) and unadjusted (tg (unadjusted) in seconds), are based on the current site plan and the AASHTO-Geometric Design of Highways and Streets Exhibits 9-54 and 9-57 for D1 and D2 and Exhibits 9-66 and 9-67 for M1. The first lane crossed does not warrant an adjustment to the time gap.
(3) The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the AASHTO-Geometric Design of Highways and Streets. Equation 9-1: ISD=1.47*VMAJOR*tg
(4) The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.
(5) If the approach grade is greater than 3%, add 0.1 seconds for each percent grade.



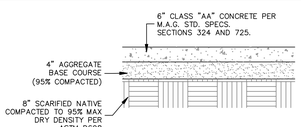
*SEE GEOTECHNICAL REPORT (WESTERN TECHNOLOGIES INC. DATED 10-21-2020) FOR COMPACTION AND EARTHWORK RECOMMENDATIONS

A ASPHALTIC PAVEMENT STRUCTURAL FOR HEAVY DUTY N.T.S.

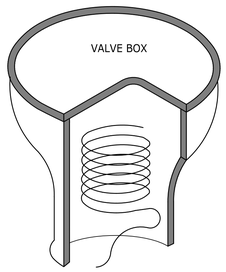


*SEE GEOTECHNICAL REPORT (WESTERN TECHNOLOGIES INC. DATED 10-21-2020) FOR COMPACTION AND EARTHWORK RECOMMENDATIONS

B ASPHALTIC PAVEMENT STRUCTURAL FOR LIGHT DUTY N.T.S.



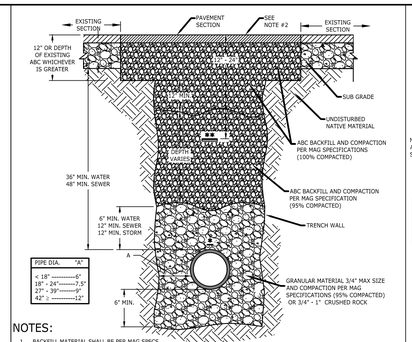
*SEE GEOTECHNICAL REPORT (WESTERN TECHNOLOGIES INC. DATED 10-21-2020) FOR COMPACTION AND EARTHWORK R



NOTES:
1. THE UF-600 TRACER WIRE SHALL BE A MINIMUM 8 FOOT OUTSIDE OF BOX WHEN EXTENDED, IN A CAST IRON VALVE BOX WITHOUT A VALVE.
2. THE TRACER WIRE EXTENDS FROM THE MAIN ON THE FIRE HYDRANT OR METER SERVICE RUNS. THE END COIL MUST BE SET IN A SEPARATE VALVE BOX.
3. COVER SHALL BE LABELED WATER, SEWER OR RECLAIM WASTEWATER.
4. LOCATE VALVE BOX 1 FOOT BEHIND SIDEWALK WITHIN RIGHT OF WAY.

NTS

City of Flagstaff	TRACER WIRE		
ENGINEERING DETAIL	DETAIL NO. 09-01-020	REVISION DATE: 12/30/2017	1 / 1



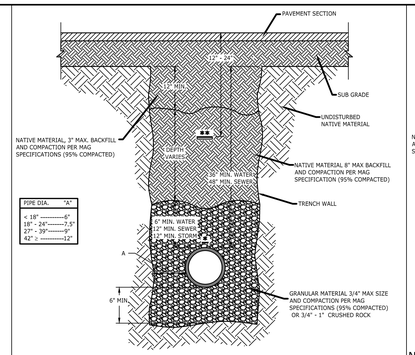
NOTES:
1. BACKFILL MATERIAL SHALL BE PER MAG SPECS.
2. THE DEPTH OF THE AC SHALL MATCH EXISTING OR TYPICAL MIN. PAVEMENT DEPTH FOR THE TYPE OF ROADWAY, WHICHEVER IS GREATER. THE TYPICAL MINIMUM PAVEMENT DEPTHS ARE AS FOLLOWS: ARTERIAL = 5", COLLECTOR = 4", LOCAL = 3"
3. NON-SHRINK BACKFILL IN ACCORDANCE WITH COF STD. 9-6-030 AND MAY BE USED FOR BACKFILL UP TO EXISTING SUBGRADE. THE NON-SHRINK BACKFILL SHALL BE PROPORTIONED AS FOLLOWS: 2600 LBS OF 3/8" MINUS AGGREGATE, 800 LBS SAND, 94 LBS CEMENT AND 11 GALLONS WATER.
4. A MIN. 2" OF UPH™ MAY BE USED FOR TEMPORARY TRENCH PAVING IF HOT MIX IS NOT AVAILABLE. UPH™ TEMPORARY PAVEMENT SHALL NOT REMAIN IN PLACE LONGER THAN 5 WORKING DAYS OR UNTIL HOT MIX ASPHALT IS AVAILABLE. AFTER 5 WORKING DAYS, THE CITY MAY PERFORM THE PERMANENT TRENCH PAVEMENT AT THE CONTRACTORS EXPENSE. IN LIEU OF PLACING UPH™ THOUGH STILL TEMPORARY, THE CONTRACTOR MAY ELECT TO COMPLETELY BACKFILL THE TRENCH TO WITHIN 2" OF THE FINISH TRENCH GRADE WITH NON-SHRINK BACKFILL; THE FINAL 2" SHALL BE MAG CLASS "C" CONCRETE

★ TRACER WIRE TAPED TO TOP CENTER OF MAIN WITH 10MIL PVC TAPE ON 4' CENTERS, SEE COF STD 9-01-020.

★★ WARNING TAPE

NTS

City of Flagstaff	'TRENCHING & BACKFILL' EXISTING PAVED STREET		
ENGINEERING DETAIL	DETAIL NO. 09-01-030	REVISION DATE: 12/30/2017	1 / 1



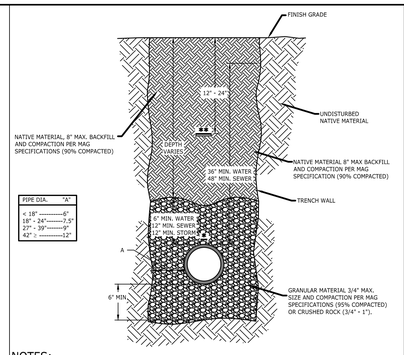
NOTES:
1. NATIVE BACKFILL SHALL BE PER MAG SPECS AND MAY BE SELECTED FROM THE EXCAVATION MATERIAL OR FROM A SOURCE SELECTED BY THE CONTRACTOR AND APPROVED BY THE CITY ENGINEER.
2. NON-SHRINK BACKFILL IN ACCORDANCE WITH COF STD. 9-6-030 AND MAY BE USED FOR BACKFILL UP TO EXISTING SUBGRADE. THE NON-SHRINK BACKFILL SHALL BE PROPORTIONED AS FOLLOWS: 2600 LBS OF 3/8" MINUS AGGREGATE, 800 LBS SAND, 94 LBS CEMENT AND 11 GALLONS WATER

★ TRACER WIRE TAPED TO TOP CENTER OF MAIN WITH 10MIL PVC TAPE ON 4' CENTERS, SEE COF STD 9-01-020.

★★ WARNING TAPE

NTS

City of Flagstaff	TRENCHING AND BACKFILL NEW PAVED STREET		
ENGINEERING DETAIL	DETAIL NO. 09-01-031	REVISION DATE: 12/30/2017	1 / 1



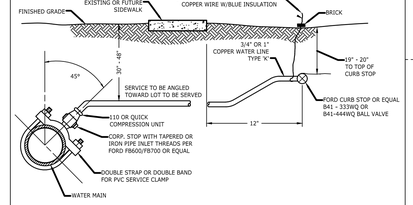
NOTES:
1. NATIVE BACKFILL SHALL BE PER MAG SPECS AND MAY BE SELECTED FROM THE EXCAVATION MATERIAL OR FROM A SOURCE SELECTED BY THE CONTRACTOR AND APPROVED BY THE CITY ENGINEER.
2. IF THE UNPAVED STREET HAS A SURFACE MATERIAL (ABC, CINDERS, ETC) OTHER THAN NATIVE, THE SURFACE MATERIAL SHALL BE REPLACED TO ITS EXISTING DEPTH.
3. NON-SHRINK BACKFILL IN ACCORDANCE WITH COF STD. 9-6-030 AND MAY BE USED FOR BACKFILL UP TO 6" BELOW FINISH GRADE. THE FINAL 6" SHALL BE NATIVE MATERIAL, 8" MAX. THE NON-SHRINK BACKFILL SHALL BE PROPORTIONED AS FOLLOWS: 2600 LBS OF 3/8" MINUS AGGREGATE, 800 LBS SAND, 94 LBS CEMENT AND 11 GALLONS WATER

★ TRACER WIRE TAPED TO TOP CENTER OF MAIN WITH 10MIL PVC TAPE ON 4' CENTERS, SEE COF STD 9-01-020.

★★ WARNING TAPE

NTS

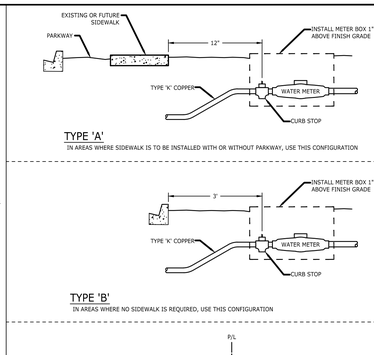
City of Flagstaff	TRENCHING AND BACKFILL UNPAVED EASEMENT OR STREET		
ENGINEERING DETAIL	DETAIL NO. 09-01-032	REVISION DATE: 12/30/2017	1 / 1



SEE SECTION 13-09-003-0007 FOR NOTES RELATING TO THIS DETAIL.

NTS

City of Flagstaff	WATER SERVICE CONNECTION 3/4" AND 1"		
ENGINEERING DETAIL	DETAIL NO. 09-03-070	REVISION DATE: 12/30/2017	1 / 2



TYPE 'A'

IN AREAS WHERE SIDEWALK IS TO BE INSTALLED WITH OR WITHOUT PARKWAY, USE THIS CONFIGURATION

TYPE 'B'

IN AREAS WHERE NO SIDEWALK IS REQUIRED, USE THIS CONFIGURATION



TYPE 'C'

IN AREAS WHERE NO CURB, GUTTER OR SIDEWALK IS REQUIRED THE FOLLOWING REQUIREMENTS SHALL BE MET:

1. METER BOX SHALL BE SET ON FRONT PROPERTY LINE.
2. 3/4" AND 1" CURB STOP SHALL BE 24" OUTSIDE PROPERTY LINE.
3. 1 1/2" AND 2" CURB STOP SHALL BE 36" OUTSIDE PROPERTY LINE.
4. CURB STOP SHALL BE 2" FROM INSIDE OF BOX TO ALLOW FOR EASY ACCESS TO BOTH COUPLINGS

City of Flagstaff	WATER SERVICE CONNECTION 1 1/2" AND 2"		
ENGINEERING DETAIL	DETAIL NO. 09-03-070	REVISION DATE: 12/30/2017	2 / 2

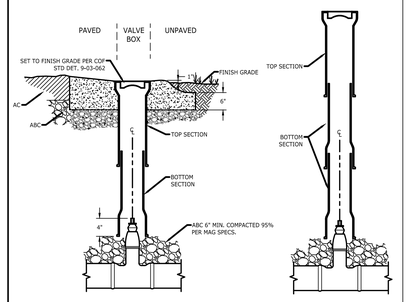
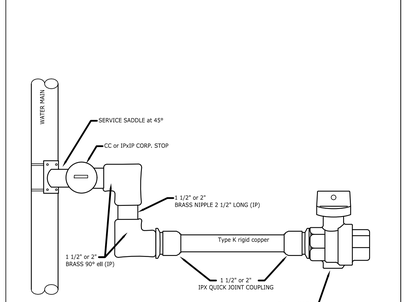


FIGURE A FIGURE B

NOTES:
1. SEE COF STD. DETAIL 9-03-062 FOR NOTES RELATING TO THIS DETAIL

NTS

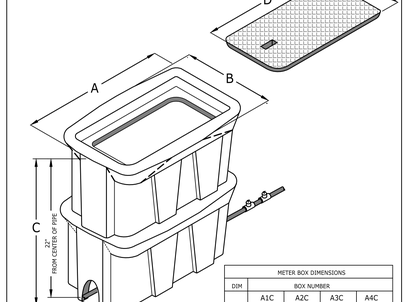
City of Flagstaff	VALVE BOX ADJUSTMENT		
ENGINEERING DETAIL	DETAIL NO. 09-03-060	REVISION DATE: 12/30/2017	1 / 1



NOTE:
1. ALL FITTINGS USED IN CONNECTIONS WITH 1 1/2" AND 2" TYPE K RIGID COPPER SHALL BE NEW MUELLER OR FORD QUICK JOINT COUPLINGS PER SECTION 9-3-070.1
2. ALL 1 1/2" AND 2" SHALL ENTAIL A SWING TYPE CONNECTION CONSISTING OF TWO 90 DEGREE ELLS AND ONE 1 1/2" x 2 1/2" OR 2" x 2 1/2" BRASS NIPPLE BETWEEN THE 90 DEGREE ELLS.
3. ALL 1 1/2" AND 2" METER VALVE CONNECTIONS SHALL BE IPxIP BALL VALVE TYPE THAT ARE EQUAL OR EXCEED THOSE MANUFACTURED FORD, B11-666; OR JONES J-1900.
4. THE CURB STOP SHALL BE INSTALLED 19-20" BELOW FINISHED GRADE.

NTS

City of Flagstaff	WATER SERVICE CONNECTION 1 1/2" AND 2"		
ENGINEERING DETAIL	DETAIL NO. 09-03-071	REVISION DATE: 12/30/2017	1 / 1

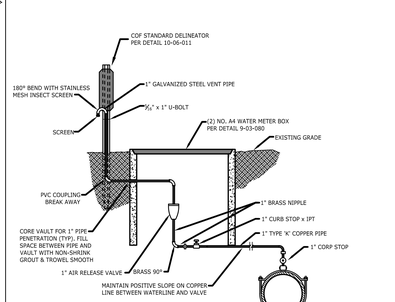


METER BOX DIMENSIONS				
DIM	BOX NUMBER			
	A1C	A2C	A3C	A4C
	3/4" METER	1" METER	1 1/2" METER	2" METER
A	19 1/4"	25 1/8"	29 9/16"	33 7/8"
B	12 1/2"	17 5/8"	18 13/16"	23 3/8"
C	12" / 14"	12" / 14"	12" / 14"	12" / 14"
D	14"	19 7/8"	23 1/2"	28 1/4"
E	7 1/4"	12 1/8"	12 5/8"	17 3/4"

NOTES:
1. THE METER BOXES SHALL CONFORM TO THE DIMENSIONS AS SHOWN AND SHALL BE MADE OF LLDPE POLYMER.
2. MINIMUM 3/8" WALL THICKNESS.
3. THE METER BOXES SHALL BE BLACK EXCEPT FOR THE LID THROUGHOUT USING POLYETHYLENE MATERIALS AND SHALL NOT HAVE FOAMING OR BLOWING AGENTS.
4. LIDS SHALL BE OF THE LOCATABLE TYPE, COLORED AS FOLLOWS: BLUE (POTABLE WATER USE) PURPLE (RECLAIM WATER USE)
5. BOXES & LIDS SHALL BE MADE IN THE U.S.A. BY DFW OR APPROVED EQUAL.

NTS

City of Flagstaff	POLYMER WATER METER BOX		
ENGINEERING DETAIL	DETAIL NO. 09-03-080	REVISION DATE: 12/30/2017	1 / 1

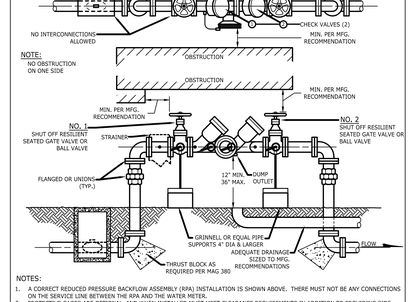


*CALL OUT MODEL/MAKE OF THE APPROVED ARV

NOTE:
1. SHOP DRAWINGS REQUIRED ON ALL COMPONENTS OF AIR RELEASE VALVE ASSEMBLY VAULT.
2. SERVICE SADDLE AND CORP STOP PER COF STANDARD DETAIL 9-03-070-1

NTS

City of Flagstaff	AIR RELEASE VALVE 1"		
ENGINEERING DETAIL	DETAIL NO. 09-03-101	REVISION DATE: 12/30/2017	1 / 1

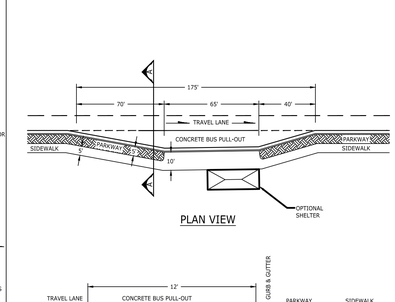


NOTE:
NO OBSTRUCTION ON ONE SIDE

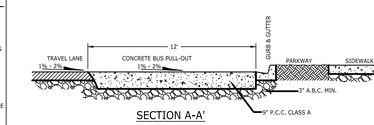
NOTES:
1. A CORRECT REDUCED PRESSURE BACKFLOW ASSEMBLY (RPA) INSTALLATION IS SHOWN ABOVE. THERE MUST NOT BE ANY CONNECTIONS ON THE SERVICE LINE BETWEEN THE RPA AND THE WATER METER.
2. PROTECTIVE CAGES ARE OPTIONAL, AND WHEN INSTALLED MUST MEET CLEARANCE REQUIREMENTS IN ADDITION TO PROVIDING SIDE AND TOP ACCESS.
3. CAGES MUST NOT RETAIN WATER.
4. THE ASSEMBLY MUST BE ACCESSIBLE AT ALL TIMES.
5. THE RPA MUST BE INSTALLED ABOVE GROUND AND AS CLOSE TO THE WATER METER AS POSSIBLE.
6. THE ASSEMBLY MUST BE PROTECTED FROM FREEZING.
7. DISTANCE FROM THE BOTTOM OF PRESSURE RELIEF VALVE TO THE DRAIN OPENING MUST BE A MINIMUM OF TWICE THE DIAMETER OF THE ASSEMBLY PIPING.
8. INSTALLATION MUST MEET UNIFORM PLUMBING CODES IN ADDITION TO FLAGSTAFF WATER STANDARD DETAILS.
9. INSTALLATION MUST BE LEFT EXPOSED UNTIL INSPECTED AND APPROVED BY FLAGSTAFF CITY UTILITIES.
10. IN CASES WHERE WATER SUPPLY MAY NOT BE INTERRUPTED DURING NORMAL WORKING HOURS, TWO ASSEMBLIES INSTALLED IN PARALLEL ARE REQUIRED.
11. THE ASSEMBLY MUST BE APPROVED BY THE CITY UTILITIES PRIOR TO INSTALLATION.
12. FOR AN UPDATED LIST OF APPROVED ASSEMBLIES OR ADDITIONAL QUESTIONS CONTACT THE CITY UTILITIES DEPARTMENT AT (928) 213-2117
13. THREE SETS OF PLANS SHALL BE SUBMITTED TO CITY UTILITIES DEPARTMENT FOR APPROVAL BY SIGNATURE PRIOR TO INSTALLATION

NTS

City of Flagstaff	REDUCED PRESSURE ASSEMBLY (RPA) INSTALLATION		
ENGINEERING DETAIL	DETAIL NO. 09-09-072	REVISION DATE: 12/30/2017	1 / 1

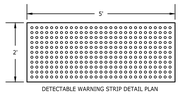


PLAN VIEW



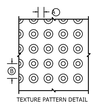
SECTION A-A'

City of Flagstaff	BUS PULLOUT		
ENGINEERING DETAIL	DETAIL NO. 10-10-019	REVISION DATE: 12/30/2017	1 / 1









NOTES:
1. DETECTABLE WARNING STRIPS SHALL BE USED ON ALL NEW AND RETRO-FIT RAMPS, PEDESTRIAN REFUGES AND OTHER LOCATIONS AS OUTLINED IN THE CURRENT ACCESS BOARD GUIDELINES FOR RIGHT OF WAY DEVELOPMENT.
2. DETECTABLE WARNING STRIPS SHALL BE MECHANICALLY ATTACHED FOR NEW RAMP INSTALLATIONS.
3. DIMENSIONS ARE SUBJECT TO SITE CONDITIONS AND ADA REGULATIONS.

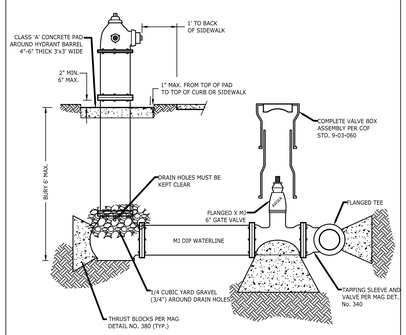
KEYNOTES:
- (A) 11/16" MINIMUM (TYP.) (0.65" MINIMUM ADA ACTUAL)
- (B) 1-5/8" to 2-3/8" (TYP.) (1.6" to 2.4" ADA ACTUAL)
- (C) 7/8" to 1-3/8" (TYP.) (0.9" to 1.4" ADA ACTUAL)
- (D) 50% to 65% OF 'C'

MATERIALS:
CAST GRAY IRON CONFORMING TO ASTM A-48 CLASS 30A MINIMUM

NTS

City of Flagstaff	DETECTABLE WARNING STRIP		
ENGINEERING DETAIL	DETAIL NO. 10-10-043	REVISION DATE: 12/30/2017	1 / 1

SEE DETAIL NO. 13-03-012 FOR PROTECTION POST INSTALLATION
NOTE: MIN. 3' CLEAR LEVEL AREA AROUND HYDRANT



FOR SPECIFICATIONS, INSTALLATION, AND TESTING REFER TO SECTION 13-09-006-0006 (FIRE HYDRANTS).

NTS

City of Flagstaff	FIRE HYDRANT ASSEMBLY		
ENGINEERING DETAIL	DETAIL NO. 13-03-011	REVISION DATE: 12/30/2017	1 / 1

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ARIZONA

SVI Shepherd Wesnitzer, Inc.

KILLIP ELEMENTARY SCHOOL
FLAGSTAFF UNIFIED SCHOOL DISTRICT
2300 E 6th Ave., Flagstaff, AZ 86004

100% CONSTRUCTION DOCUMENTS
02.08.2021
REVISIONS
1 ASI11 REGIONAL DET. BASIN 06/15/2021

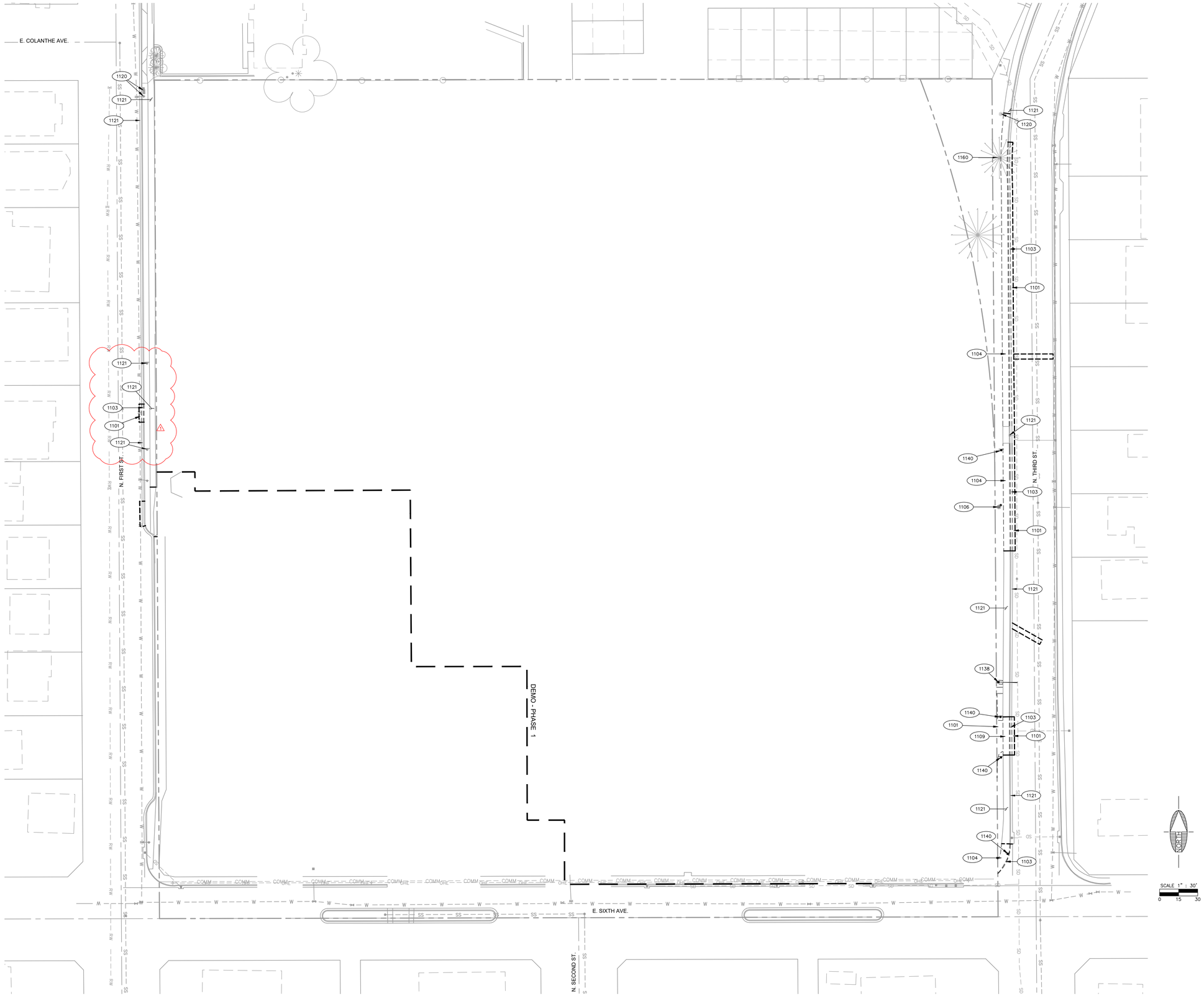
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DETAIL SHEET

C-DT01

COF PZ-20-00157

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



PUBLIC DEMOLITION NOTES

1101	123	SY	REMOVE AND DISPOSE OF EXISTING AC PAVEMENT PER M.A.G. SPECS. 336 & 350.
1103	392	LF	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER PER M.A.G. SPECS. 336 & 350.
1104	1,887	SF	REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK PER M.A.G. SPECS. 336 & 350. SIDEWALK SHALL BE REMOVED TO NEAREST JOINT.
1106	1	EA	REMOVE AND SALVAGE EXISTING LIGHT POLE PER M.A.G. SPECS. 336 & 350. SALVAGE EXISTING MAST ARM AND LUMINAIRE TO OWNER. CONTRACTOR TO COORDINATE RELOCATION WITH THE CITY OF FLAGSTAFF.
1109	148	SF	REMOVE AND DISPOSE OF EXISTING CONCRETE DRIVEWAY PER M.A.G. SPECS. 336 & 350.
1119		NPI	WARNING! OVERHEAD UTILITY. CONTRACTOR TO MAINTAIN SAFE VERTICAL DISTANCE FROM EXISTING OVERHEAD UTILITY.
1120		NPI	PROTECT EXISTING UTILITY IN PLACE
1121		NPI	PROTECT EXISTING IMPROVEMENT IN PLACE
1138	1	EA	REMOVE AND DISPOSE OF EXISTING CATCH BASIN PER M.A.G. SPECS. 336 & 350.
1140	5	EA	REMOVE EXISTING SIGN AND POST AT LOCATIONS SHOWN.
1160	1	LS	INSTALL TREE PROTECTION FENCING PER C.O.F. ENGINEERING STANDARDS SECTIONS 10-50.90.090 AND 13-18-006-0001.

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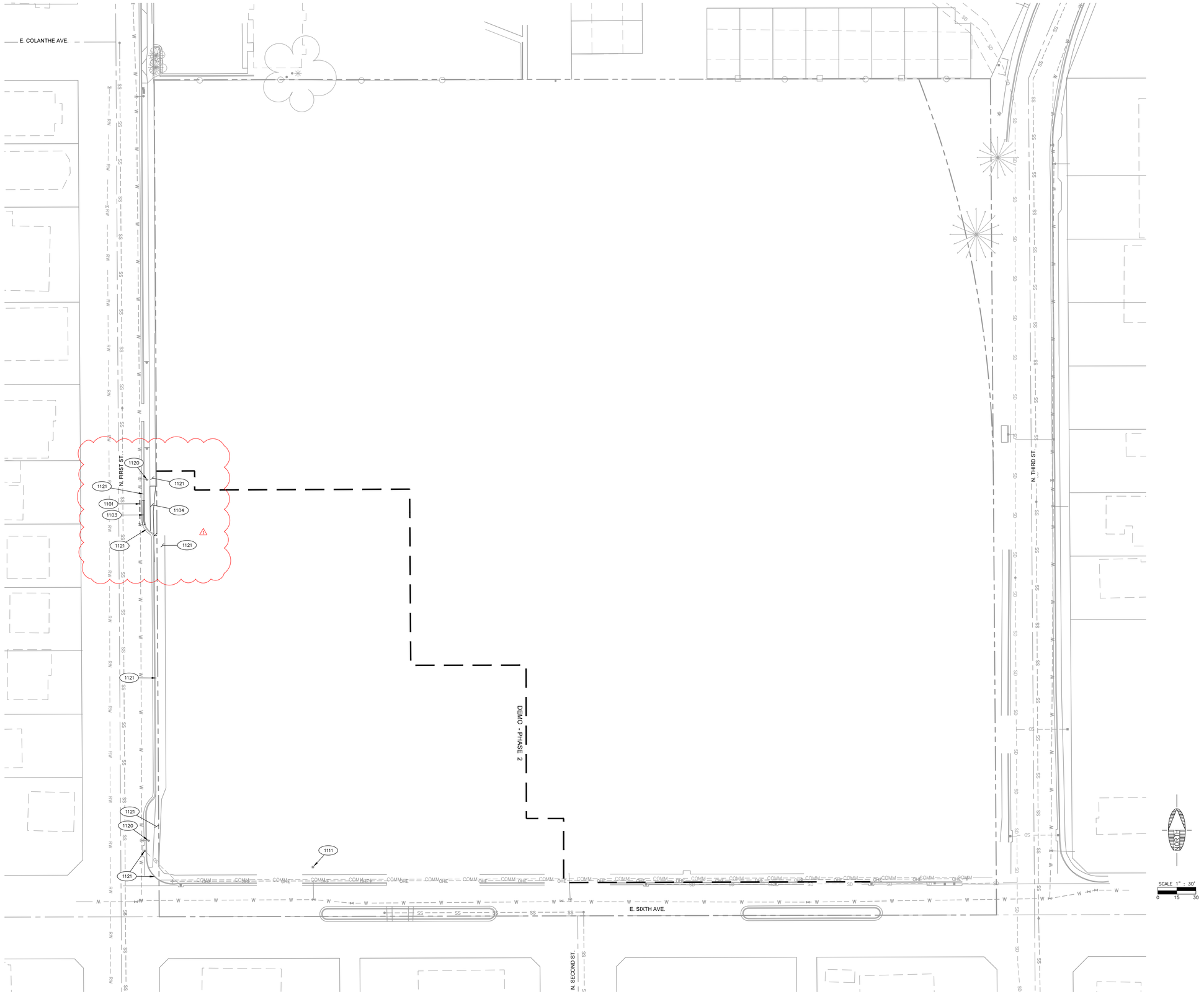
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DEMOLITION PLAN - PHASE 1

C-DM01

COF PZ-20-00157



PUBLIC DEMOLITION NOTES

1101	4	SY	REMOVE AND DISPOSE OF EXISTING AC PAVEMENT PER M.A.G. SPECS. 336 & 350.
1103	20	LF	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER PER M.A.G. SPECS. 336 & 350.
1104	111	SF	REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK PER M.A.G. SPECS. 336 & 350. SIDEWALK SHALL BE REMOVED TO NEAREST JOINT.
1111	1	EA	ABANDON EXISTING 2" WATER METER & SERVICE IN PLACE PER M.A.G. SPECS. 336 & 350 & COF ENGINEERING STANDARDS.
1120		NPI	PROTECT EXISTING UTILITY IN PLACE
1121		NPI	PROTECT EXISTING IMPROVEMENT IN PLACE

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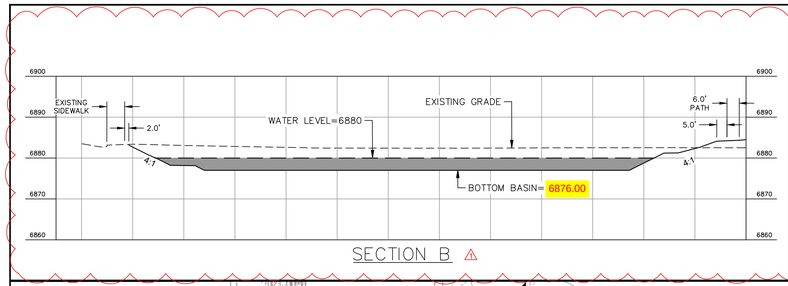
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30-20149-00

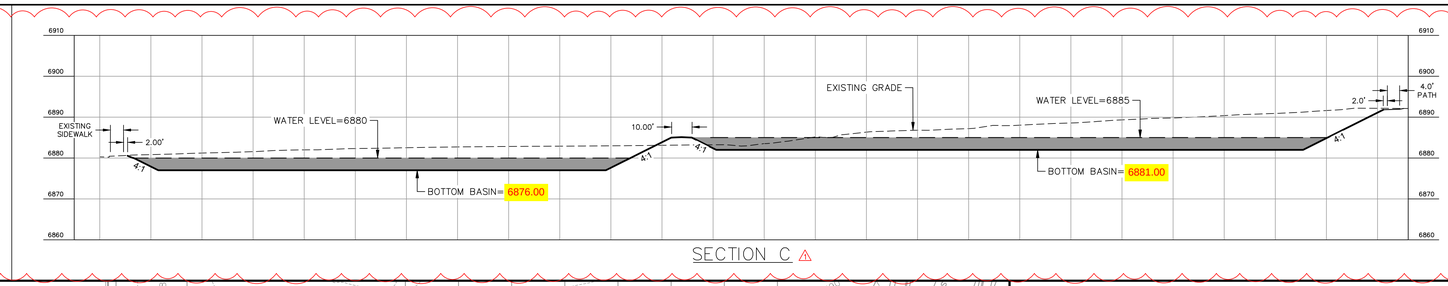
DEMOLITION PLAN - PHASE 2

C-DM02

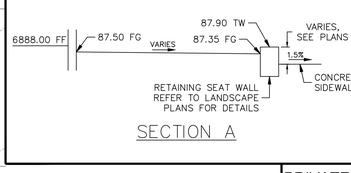
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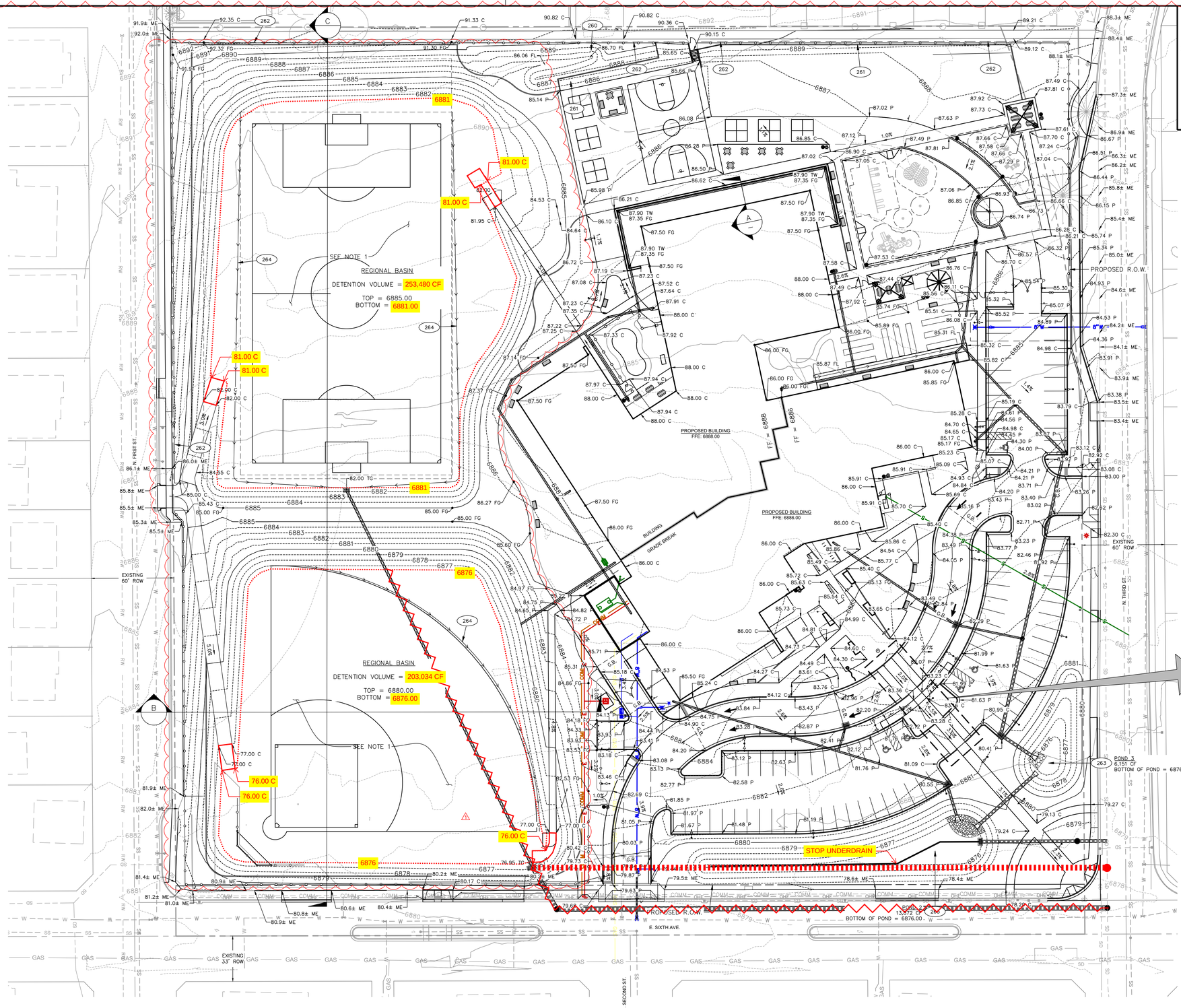
SECTION B ⚠



SECTION C ⚠



SECTION A



PRIVATE GRADING / DRAINAGE NOTES

260	1	LS	CONSTRUCT CUT/FILL SLOPE (3' HORIZONTAL TO 1' VERTICAL) TO DAYLIGHT.
261	1	LS	CONSTRUCT CUT/FILL SLOPE (4' HORIZONTAL TO 1' VERTICAL) TO DAYLIGHT.
262	1	LS	MAINTAIN 2' SHOULDER PRIOR TO CONSTRUCTING SLOPE
263	1	LS	CONSTRUCT RETENTION/LID BASIN AS SHOWN ON PLANS. SLOPE SHALL BE 4' HORIZONTAL TO 1' VERTICAL).
264	1	LS	CONSTRUCT SWALE FLOWLINE AS SHOWN ON PLANS. SEE PLANS FOR SIDE SLOPES.

NOTE:
1. ~~REFER TO SYNTHETIC TURF FIELD CONSTRUCTION PLANS PROVIDED BY HELLAS CONSTRUCTION INC.~~

ABBREVIATIONS

C	CONCRETE ELEVATION
FG	FINISH GRADE ELEVATION
FL	FLOW LINE ELEVATION
ME	MATCH EXISTING ELEVATION
P	PAVEMENT ELEVATION
TG	TOP OF GRATE ELEVATION

SCALE 1" : 30'
0 15 30

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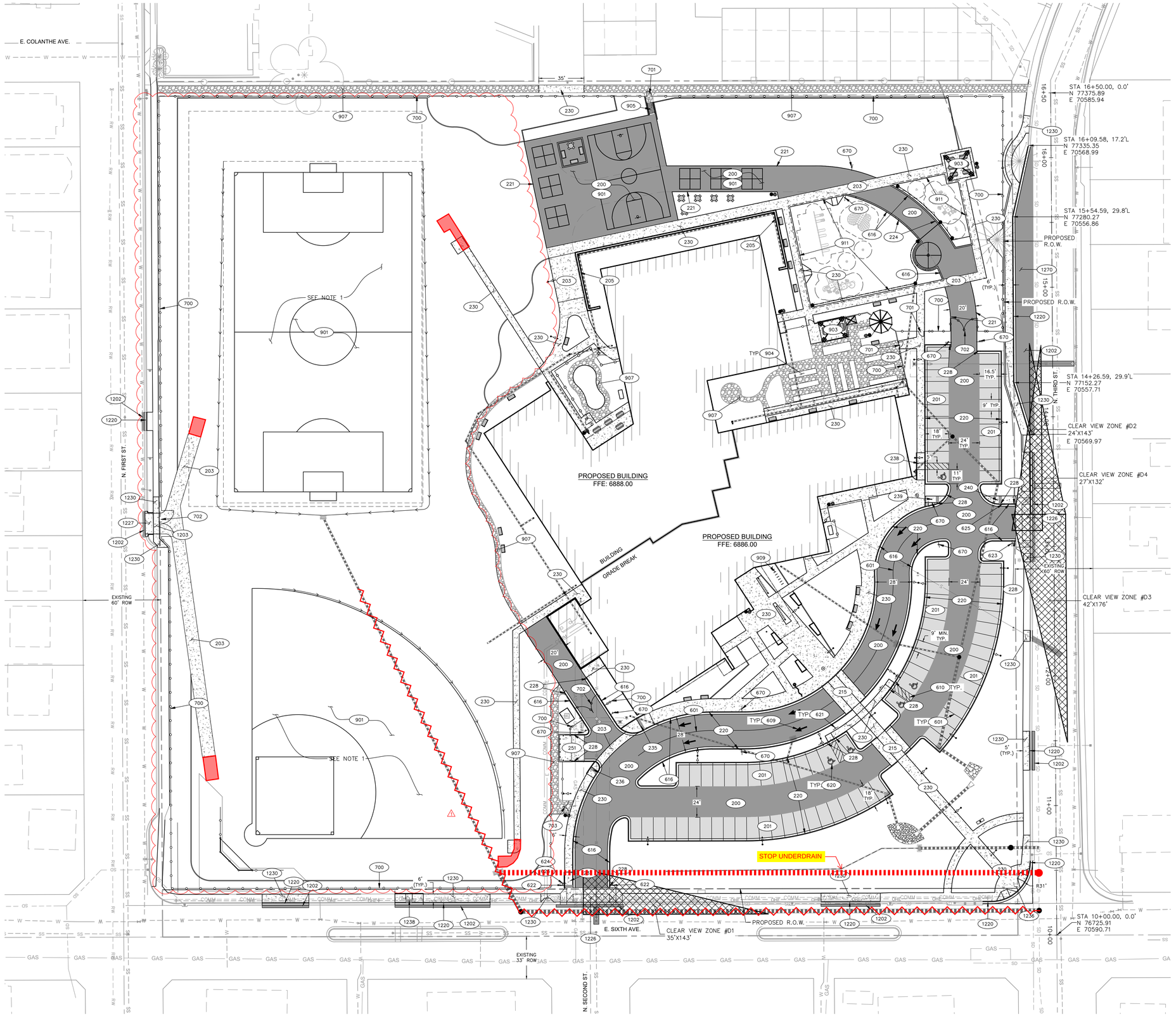
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30-20149-00

GRADING & DRAINAGE PLAN

C-GD01

COF PZ-20-00157



PRIVATE IMPROVEMENT NOTES

200	4,566	SY	CONSTRUCT HEAVY DUTY ASPHALT PAVEMENT PER DETAIL "A" ON SHEET C-GN01.
201	1,489	SY	CONSTRUCT LIGHT DUTY ASPHALT PAVEMENT PER DETAIL "B" ON SHEET C-GN01.
203	6,083	SF	CONSTRUCT CONCRETE STRUCTURAL SECTION PER DETAIL "C" ON SHEET C-GN01.
205	255	LF	CONSTRUCT MODULAR BLOCK RETAINING WALL. REFER TO LANDSCAPE PLANS FOR WALL MODEL & COLOR. EXTEND BLOCK TO 30" BELOW SIDEWALK GRADE.
208	2,668	SF	UNPAVED MAINTENANCE/ACCESS ROAD. REFER LANDSCAPE PLANS FOR DETAILS.
215	2	EA	RAISED SIDEWALK (SPEED TABLE) PER DETAIL 'H' ON SHEET C-GN01.
220	2,272	LF	CONSTRUCT VERTICAL CURB AND GUTTER PER MAG STD. DTL. 220, TYPE 'A'.
221	601	LF	CONSTRUCT ASPHALT THICKENED EDGE PER MAG STD. DTL. 201, TYPE 'A'.
224	290	LF	CONSTRUCT RIBBON CURB PER DETAIL 'G' ON SHEET C-GN01.
228	16	EA	CONSTRUCT CURB TRANSITION PER MAG STD DTL 222.
230	23,139	SF	CONSTRUCT CONCRETE SIDEWALK PER DETAIL "D" ON SHEET C-GN01, SIDEWALK WIDTH PER PLAN.
235	1	EA	CONSTRUCT CONCRETE SIDEWALK RAMP PER DETAIL "I" ON SHEET C-GN01.
236	1	EA	CONSTRUCT CONCRETE SIDEWALK RAMP PER DETAIL "M" ON SHEET C-GN01.
237	1	EA	CONSTRUCT CONCRETE SIDEWALK RAMP PER DETAIL "N" ON SHEET C-GN01.
238	1	EA	CONSTRUCT CONCRETE SIDEWALK RAMP PER MAG STD. DTL. 238-3.
239	1	EA	CONSTRUCT CONCRETE SIDEWALK RAMP PER DETAIL "O" ON SHEET C-GN01.
240	1	EA	CONSTRUCT CONCRETE SIDEWALK PER DETAIL "P" ON SHEET C-GN01.
250	1	EA	CONSTRUCT STAIRS PER DETAILS ON LANDSCAPE PLANS.
251	1	EA	CONSTRUCT DOUBLE TRASH ENCLOSURE. REFER TO LANDSCAPE PLANS FOR DETAILS.
252	1	EA	CONSTRUCT CONCRETE STEPS AS SHOWN ON PLANS. SEE SHEET GD01 FOR ELEVATIONS
601	1,797	LF	PAINT 4" WHITE PARKING STRIPING.
609	8	EA	INSTALL 8' WHITE THRU LANE ARROW. PREFORMED PAVEMENT MARKING TYPE I PER ADOT DWGS. M-10 AND M-11. HORIZONTAL PLACEMENT AS SHOWN PLANS.
610	300	SF	PAINT NO PARKING AREA, 4" YELLOW DIAGONAL PAVEMENT MARKINGS, SPACED 2' APART.
616	1,071	LF	CURB SHALL BE PAINTED RED AT LOCATIONS SHOWN, TO INDICATE NO PARKING/FIRE LANE.
620	5	EA	PAINT UNIVERSAL "HANDICAPPED PARKING ONLY" SYMBOL IN ACCORDANCE WITH ADA STANDARDS.
621	5	EA	INSTALL HANDICAP PARKING SIGN (R7-8AZ) ON 'U' CHANNEL POST PER MUTCD AND MAG STD DTL 131, TYPE 'A'.
622	2	EA	INSTALL 'DO NOT ENTER' SIGN ON 'U' CHANNEL POST PER MUTCD AND MAG STD DTL 131, TYPE 'A'.
623	2	EA	INSTALL STOP SIGN (R1-1) ON 'U' CHANNEL POST PER MUTCD.
624	1	EA	INSTALL NO LEFT TURN (R3-2) ON SAME POST WITH STOP SIGN AS SHOWN ON PLANS AND PER MUTCD.
625	1	EA	INSTALL CUSTOM (RED SPLIT) 18"X12" SIGN, "NO PARKING" "NO PICK-UP OR DROP-OFF", ON 'U' CHANNEL POST. LOCATION AS SHOWN ON PLANS.
670	10	EA	INSTALL "NO PARKING FIRE LANE" SIGN PER IFC SECTION D103.6, TYPE 'D'.
700	1,898	LF	INSTALL CHAINLINK FENCE. REFER TO LANDSCAPE PLANS FOR DETAILS.
701	6	EA	INSTALL 4' WIDE GATE (CHAINLINK FENCE). REFER TO LANDSCAPE PLANS FOR DETAILS.
702	2	EA	INSTALL DOUBLE GATE (20' TOTAL OPENING). REFER TO LANDSCAPE PLANS FOR DETAILS.
703	1	EA	INSTALL DOUBLE GATE (10' TOTAL OPENING). REFER TO LANDSCAPE PLANS FOR DETAILS.
901		NPI	PLAY AREAS, REFER TO LANDSCAPE ARCHITECT PLANS FOR DETAILS.
903		NPI	FUTURE RAMADA, BY OTHERS. REFER TO LANDSCAPE ARCHITECT PLANS FOR DETAILS.
904		NPI	FUTURE RAISED GARDEN BED, BY OTHERS. REFER TO LANDSCAPE PLANS FOR DETAILS.
905		NPI	CONCRETE STAIRWAY. REFER TO LANDSCAPE PLANS FOR DETAILS.
907		NPI	DECOMPOSED GRANITE PATHWAY. REFER TO LANDSCAPE PLANS FOR DETAILS.
909		NPI	BIKE RACK. REFER TO LANDSCAPE PLANS FOR DETAILS.
910		NPI	LOW WATER CROSSING. REFER TO LANDSCAPE PLANS FOR DETAILS.
911		NPI	PLAYGROUND CURB. REFER TO LANDSCAPE PLANS FOR DETAILS.
913		NPI	EXISTING BUILDING TO BE REMAIN IN PLACE. REFER TO ARCHITECT PLANS FOR DETAILS.

PUBLIC IMPROVEMENT NOTES

1202	393	SY	CONSTRUCT PAVEMENT PATCH TO MATCH EXISTING SECTION OR PER DETAIL "A" ON SHEET C-GN01, WHICHEVER IS GREATER.
1203	1,187	SF	CONSTRUCT CONCRETE STRUCTURAL SECTION PER DETAIL "C" ON SHEET C-GN01.
1220	621	LF	CONSTRUCT VERTICAL CURB AND GUTTER PER MAG STD. DTL. 220, TYPE 'A'.
1226	2	EA	CONSTRUCT CONCRETE DRIVEWAY PER MAG STD DTL 250-1.
1227	1	EA	CONSTRUCT CONCRETE DRIVEWAY PER MAG STD DTL 251
1230	3,488	SF	CONSTRUCT CONCRETE SIDEWALK PER DETAIL "D" ON SHEET C-GN01, SIDEWALK WIDTH PER PLAN.
1236	2	EA	CONSTRUCT CONCRETE SIDEWALK RAMP PER MAG STD. DTL. 236.
1238	1	EA	CONSTRUCT CONCRETE SIDEWALK RAMP PER MAG STD. DTL. 238-3.
1270	1	LS	CONSTRUCT BUS PULL-OUT PER C.O.F. STD. DTL. 10-10-019 ON SHEET C-DT01.

NOTE:
1. ~~REFER TO SYNTHETIC TURF FIELD CONSTRUCTION PLANS PROVIDED BY HELLAS CONSTRUCTION INC.~~

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KILLIP ELEMENTARY SCHOOL
FLAGSTAFF UNIFIED SCHOOL DISTRICT
2300 E 6th Ave., Flagstaff, AZ 86004

100% CONSTRUCTION DOCUMENTS
02.08.2021
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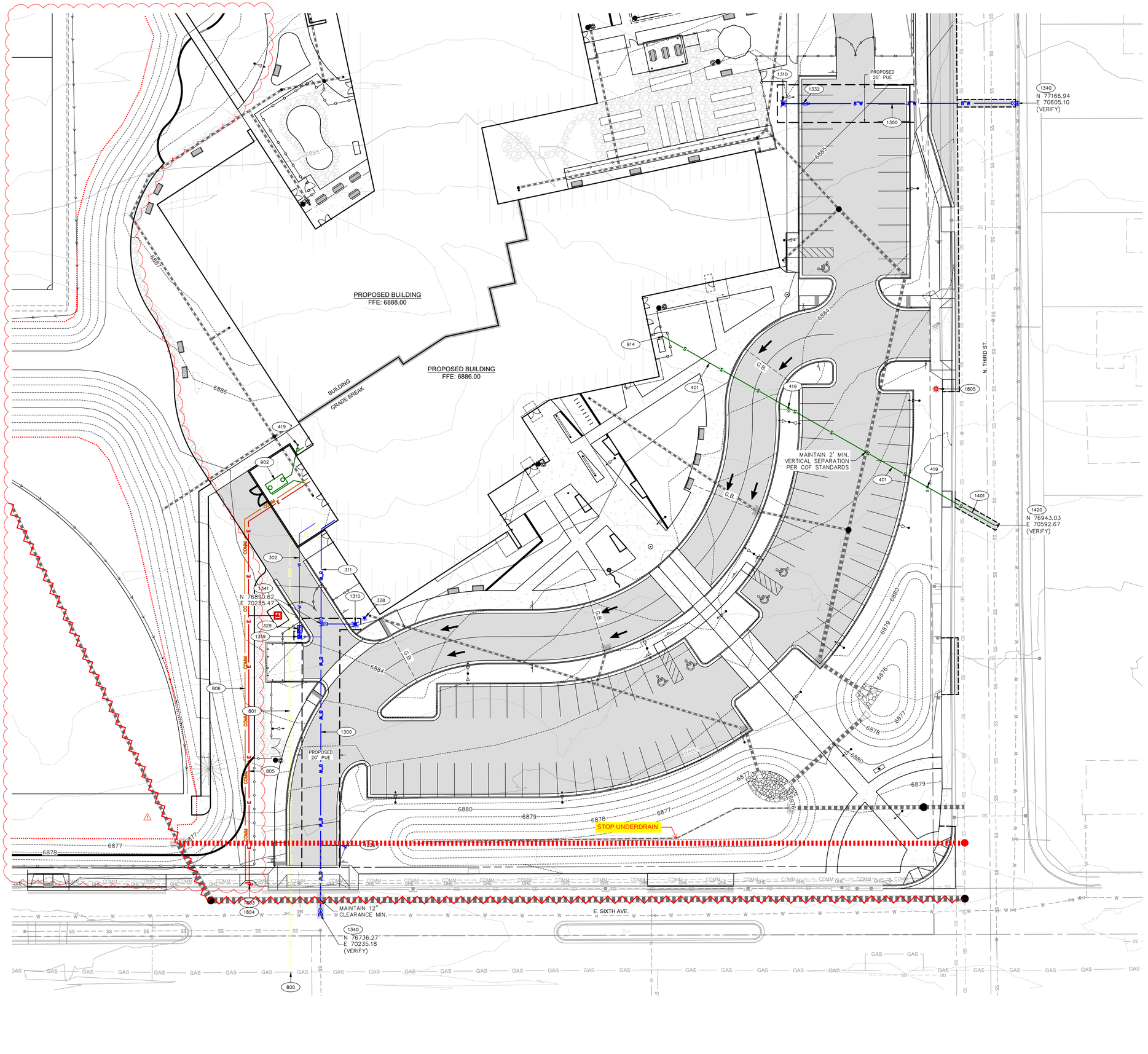
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IMPROVEMENT PLAN

C-IP01

COF PZ-20-00157



PRIVATE WATER & SEWER NOTES

302	76	LF	INSTALL NEW 2" WATER SERVICE LINE PER C.O.F. STD. DTL. 9-03-070 ON SHEET C-DT01. INSTALL TRACER WIRE ALONG WATER SERVICE PER C.O.F. STD. DTL. 9-01-020 ON SHEET C-DT01, AND C.O.F. SECTION 13-09-001-0002. INSTALL SALAVAGED WATER METER AND NEW RPA AT LOCATION SHOWN ON PLANS PER COF STANDARD SPECIFICATIONS.
311	59	LF	INSTALL 8" FIRE LINE (C-900/CL 305 PVC) PER M.A.G. SPEC. SECTION 610. TRENCH, EXCAVATION, BACKFILLING AND COMPACTION PER C.O.F. STD. DTLS. 09-01-030, 09-01-031 AND 09-01-032 ON SHEET C-DT01.
328	1	EA	INSTALL REMOTE FIRE DEPARTMENT CONNECTION PER COF FIRE DEPARTMENT REQUIREMENTS AND NFPA 13. CONTRACTOR TO COORDINATE WITH BUILDING PLUMBING PLANS FOR LOCATION OF WATER LINE STUB. FDC SHALL BE FITTED WITH APPROVED KNOX LOCKING FDC CAPS. FDC SHALL HAVE A MIN. OF 3' CLEARANCE. CONTRACTOR TO COORDINATE WITH FIRE INSPECTOR FOR SPECIFICATIONS ON FDC SIGNAGE. SEE FIRE PROTECTION PLANS FOR CONTINUATION INTO BUILDING.
329	1	EA	INSTALL 2" REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY (RPA) PER C.O.F. STD. DTL. 9-06-072 ON SHEET C-DT01. CONTRACTOR TO INSTALL RPA IN A HEATED (OR APPROVED EQUAL) ENCLOSURE. CONTRACTOR TO COORDINATE SIZE OF ENCLOSURE WITH MANUFACTURER.
401	162	LF	INSTALL 6" SEWER LINE. TRENCH EXCAVATION, BACKFILLING, AND COMPACTION PER COF STD DTL 9-01-030, 9-01-031, AND 9-01-032 ON SHEET C-DT01
419	2	EA	INSTALL SEWER CLEAN OUT PER MAG STD DTL 441. REFER TO PLUMBING PLANS FOR CONTINUATON OF SEWER SERVICE INTO BUILDING.
800	1	EA	CONNECT NEW GAS SERVICE TO EXISITNG GAS. CONTRACTOR SHALL COORDINATE CONNECTION WITH UTILITY OWNER.
801	246	LF	INSTALL NEW GAS SERVICE LINE PER UTILITY OWNER SPECIFICATIONS.
805	231	LF	INSTALL NEW UNDERGROUND ELECTRIC LINE PER UTILITY OWNER SPECIFICATIONS.
806	232	LF	INSTALL NEW UNDERGROUND COMMUNICATION LINE PER UTILITY OWNER SPECIFICATIONS.
902		NPI	GREASE INTERCEPTER AND SEWER SYSTEM. REFER TO ARCHITECT AND PLUMBING PLANS FOR DETAILS.
914		NPI	REFER TO PLUMBING PLANS, FOR CONTINUATION OF SERVICE SERVICE INTO BUILDING.

PUBLIC WATER & SEWER NOTES

1300	266	LF	INSTALL 8" WATERLINE (C-900/CL 305 PVC/DR14) INCLUDING ALL APPURTENANCES PER M.A.G. SPEC. SECTION 601 AND 610 AND AS MODIFIED IN THE C.O.F. REVISIONS TO M.A.G. SECTION 13-21-001-0601. INSTALL TRACER WIRE ALONG WATERLINE PER C.O.F. STD. DTL. 9-01-020 ON SHEET C-DT01 AND C.O.F. SECTION 13-09-001-0002. TRENCH EXCAVATION, BACKFILLING AND COMPACTION PER C.O.F. STD. DTLS. 9-01-030, 9-01-031, AND 9-01-032 ON SHEET C-DT01.
1310	2	EA	INSTALL NEW FIRE HYDRANT ASSEMBLY IN ACCORDANCE WITH C.O.F. STD. DTL. 13-03-011 ON SHEET C-GN01. SET NEW VALVE, BOX, & COVER TO FINISH GRADE PER C.O.F. STD. DTL. 9-03-060 ON SHEET C-DT01.
1319	1	EA	INSTALL NEW 2" WATER METER ASSEMBLY PER COF STD DTL 9-03-071. INSTALL IN NEW POLYMER MATER METER BOX PER COF STD. DTL. 09-03-080 ON SHEET C-DT01.
1332	1	EA	INSTALL 8"x6" REDUCER DIP CLASS 250, WITH JOINT RESTRAINTS PER M.A.G. STD. DTL. 303 AND AS MODIFIED BY C.O.F. REVISIONS TO M.A.G. SECTION 13-21-002-0380.
1336	1	EA	INSTALL 1" AIR RELEASE VALVE PER COF STD DTL 9-03-101 ON SHEET C-DT01.
1340	2	EA	INSTALL 8"X8" COF APPROVED STAINLESS STEEL TAPPING SLEEVE AND VALVE PER MAG STD DTL 340. CLASS 250 EPOXY COATED RESILIENT SEAT VALVE. THRUST BLOCK PER M.A.G. STD. DTL. 380 AND COF REVISION TO ENGINEERING STANDARDS SECTION 13-21-002-0380.
1341	1	EA	INSTALL 8"X8"X6" TEE DIP CLASS 250, WITH JOINT RESTRAINTS PER M.A.G. STD. DTL. 303 AND AS MODIFIED BY C.O.F. REVISIONS TO M.A.G. SECTION 13-21-002-0380. INSTALL 8" GATE VALVE DIP CLASS 250, EPOXY-COATED RESILIENT SEAT (INCLUDING VALVE BOX AND COVER) PER M.A.G. STD. DTL. 340 AND M.A.G. SPEC 610. ADJUST BOX TO FINISH GRADE PER C.O.F. STD. DTLS. 9-05-060 AND 9-03-062 ON SHEET C-DT01. THRUST BLOCK PER M.A.G. STD. DTL. 301 AND AS MODIFIED BY C.O.F. REVISIONS TO M.A.G SECTION 13-21-002-0380.
1401	41	LF	INSTALL 6" SEWER LINE. TRENCH EXCAVATION, BACKFILLING, AND COMPACTION PER COF STD DTL 9-01-030, 9-01-031, AND 9-01-032 ON SHEET C-DT01
1420	1	EA	CONNECT NEW 6" SEWER TO EXISTING SEWER MAIN. CONTRACTOR TO VERIFY LOCATION, DEPTH AND MATERIAL PRIOR TO CONSTRUCTION.
1803	1	EA	INSTALL NEW UTILITY POLE AT LOCATION SHOWN ON PLANS. CONTRACTOR SHALL COORDINATE INSTALLATION AND RECONNECTION OF OVERHEAD UTILITY WITH UTILITY OWNER.
1804	1	EA	CONNECT NEW UNDERGROUND ELECTRIC LINE AT LOCATION SHOWN PER UTILITY OWNER SPECIFICATIONS.
1805	1	EA	INSTALL SALVAGED LIGHT POLE LOCATION SHOWN ON PLANS. CONTRACTOR TO COORDINATE RELOCATION WITH THE CITY OF FLAGSTAFF.

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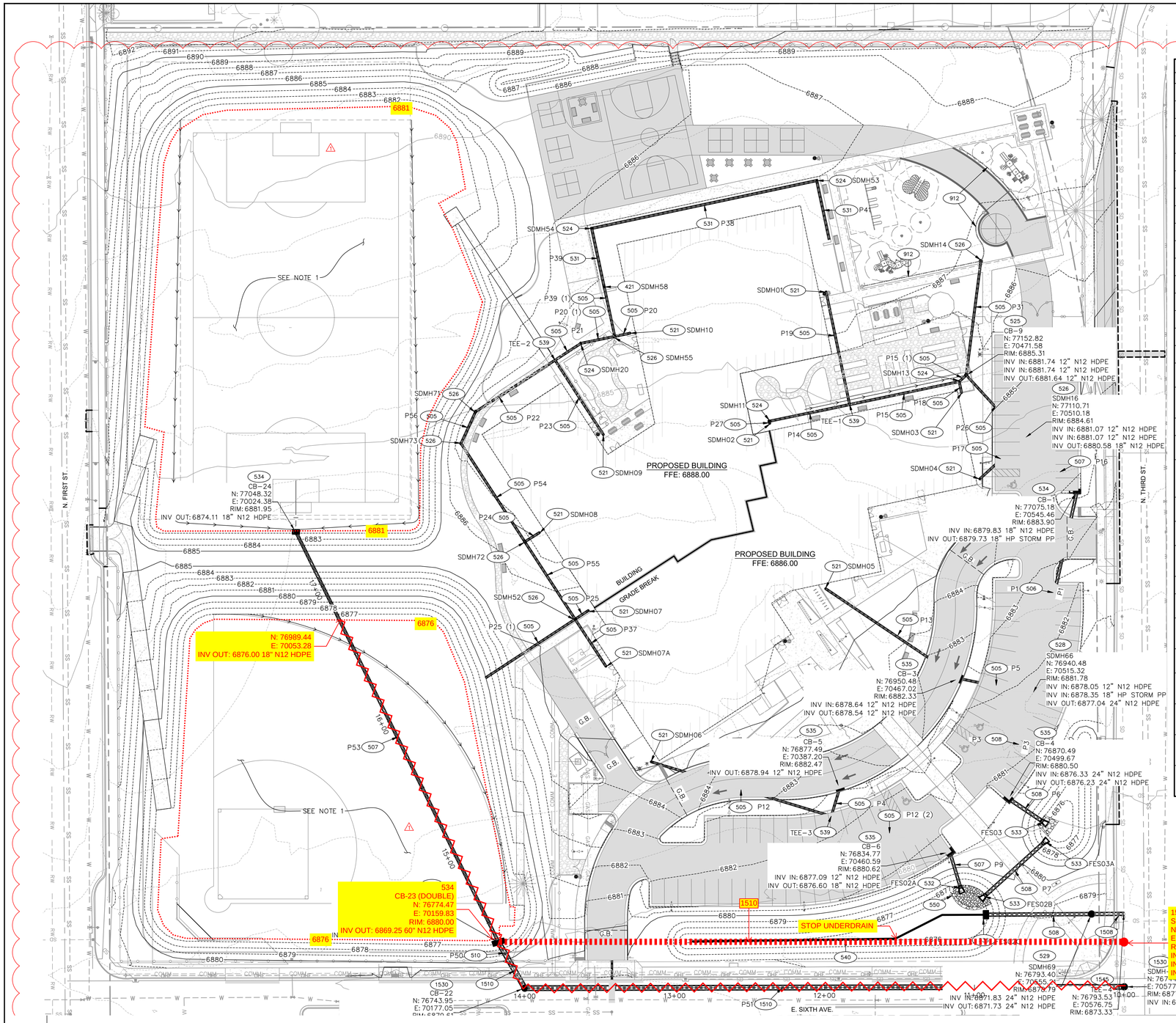
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UTILITY PLAN

C-UT01

COF PZ-20-00157



STRUCTURE TABLE

STRUCTURE NAME	DETAILS	LOCATION
FES02A	INV IN (18") = 6876.00 N RIM = 6877.72	N 76809.66 E 70468.18
FES02B	INV IN (24") = 6876.00 NE RIM = 6878.24	N 76804.65 E 70482.98
FES02C	INV OUT (24") = 6876.00 E RIM = 6879.66	N 76792.97 E 70485.67
FES03	INV IN (24") = 6876.00 NW RIM = 6878.24	N 76854.43 E 70523.66
FES03A	INV OUT (24") = 6876.51 SW RIM = 6878.75	N 76841.65 E 70524.06
SDMH01	INV OUT (12") = 6885.25 S RIM = 6887.89	N 77208.32 E 70378.08
SDMH02	INV OUT (12") = 6883.25 N RIM = 6885.99	N 77120.69 E 70340.45
SDMH03	INV OUT (12") = 6883.33 N RIM = 6885.87	N 77141.21 E 70468.44
SDMH04	INV OUT (12") = 6883.33 NE RIM = 6885.17	N 77083.62 E 70480.63
SDMH05	INV OUT (12") = 6881.33 SE RIM = 6885.13	N 77010.37 E 70377.83
SDMH06	INV OUT (12") = 6881.25 E RIM = 6885.71	N 76894.91 E 70261.47
SDMH07	INV OUT (12") = 6881.12 SW RIM = 6885.92	N 76995.75 E 70219.38
SDMH07A	INV OUT (12") = 6881.76 NW RIM = 6885.96	N 76958.71 E 70231.15
SDMH08	INV OUT (12") = 6881.86 SW RIM = 6887.34	N 77047.74 E 70186.72
SDMH09	INV OUT (12") = 6885.33 NW RIM = 6887.98	N 77113.18 E 70229.47
SDMH10	INV OUT (12") = 6885.25 W RIM = 6887.92	N 77180.80 E 70247.25
SDMH11	INV IN (12") = 6883.24 S INV OUT (12") = 6883.14 E RIM = 6885.99	N 77122.09 E 70340.15
SDMH13	INV IN (12") = 6881.84 W INV IN (12") = 6882.96 S INV OUT (12") = 6881.84 NE RIM = 6885.74	N 77148.54 E 70466.91
SDMH14	INV OUT (12") = 6882.51 S RIM = 6885.85	N 77228.83 E 70481.31
SDMH20	INV IN (12") = 6883.35 E INV OUT (12") = 6883.35 SW RIM = 6887.40	N 77174.07 E 70214.54
SDMH52	INV IN (12") = 6880.91 NE INV IN (12") = 6881.01 SE INV IN (12") = 6880.81 NW INV OUT (12") = 6880.71 SW RIM = 6885.70	N 76990.04 E 70210.65
SDMH53	INV IN (12") = 6885.50 S INV OUT (12") = 6885.50 W RIM = 6887.30	N 77282.57 E 70371.76
SDMH54	INV IN (12") = 6884.32 E INV OUT (12") = 6884.31 S RIM = 6887.87	N 77250.69 E 70221.77
SDMH55	INV IN (12") = 6884.73 E INV IN (12") = 6883.58 N INV OUT (12") = 6883.58 W RIM = 6887.75	N 77178.70 E 70237.08
SDMH57	INV OUT (12") = 6885.70 N RIM = 6886.87	N 77243.45 E 70380.07
SDMH58	INV IN (12") = 6883.92 N INV OUT (12") = 6883.92 S RIM = 6887.36	N 77211.57 E 70230.09
SDMH66	INV IN (12") = 6878.05 W INV IN (18") = 6878.35 N INV OUT (24") = 6877.04 S RIM = 6881.78	N 76940.48 E 70515.32
SDMH71	INV IN (12") = 6882.74 NE INV OUT (12") = 6882.64 SW RIM = 6887.25	N 77128.40 E 70144.21
SDMH72	INV IN (12") = 6881.53 NW INV IN (12") = 6881.63 NE INV OUT (12") = 6881.43 SE RIM = 6886.82	N 77041.71 E 70177.10
TEE-1	INV IN (12") = 6882.59 W INV IN (12") = 6882.59 N INV OUT (12") = 6882.59 E RIM = 6883.76	N 77133.27 E 70393.74
TEE-2	INV IN (12") = 6883.14 NE INV IN (12") = 6883.14 SE INV OUT (12") = 6883.14 SW RIM = 6884.31	N 77162.83 E 70197.23
TEE-3	INV IN (12") = 6878.74 W INV IN (12") = 6878.74 N INV OUT (12") = 6878.74 E RIM = 6879.91	N 76858.65 E 70381.51

PIPE TABLE

NAME	SIZE	LENGTH	SLOPE	MATERIAL
P1	18"	138.03'	1.00%	HP STORM PP
P3	24"	71.73'	1.00%	N12 HDPE
P4	12"	19.68'	1.00%	N12 HDPE
P5	12"	49.33'	1.01%	N12 HDPE
P6	24"	26.59'	0.85%	N12 HDPE
P7	24"	50.72'	1.00%	N12 HDPE
P9	18"	23.94'	2.49%	N12 HDPE
P11	24"	69.55'	6.00%	N12 HDPE
P12	12"	125.40'	2.00%	N12 HDPE
P12 (2)	12"	82.61'	2.00%	N12 HDPE
P13	12"	107.43'	2.50%	N12 HDPE
P14	12"	54.74'	1.00%	N12 HDPE
P15	12"	74.74'	1.00%	N12 HDPE
P15 (1)	12"	6.34'	1.58%	N12 HDPE
P16	18"	50.07'	1.50%	N12 HDPE
P17	12"	40.09'	5.63%	N12 HDPE
P18	12"	7.49'	5.00%	N12 HDPE
P19	12"	76.66'	3.47%	N12 HDPE
P20	12"	10.39'	5.00%	N12 HDPE
P20 (1)	12"	23.01'	1.00%	N12 HDPE
P21	12"	20.64'	1.00%	N12 HDPE
P22	12"	63.22'	0.63%	N12 HDPE
P23	12"	59.20'	3.69%	N12 HDPE
P24	12"	11.36'	2.00%	N12 HDPE
P25	12"	10.43'	2.00%	N12 HDPE
P25 (1)	12"	71.23'	1.00%	N12 HDPE
P26	12"	57.13'	1.00%	N12 HDPE
P27	12"	1.43'	1.00%	N12 HDPE
P31	12"	76.63'	1.00%	N12 HDPE
P37	12"	37.44'	2.00%	N12 HDPE
P38	12"	153.33'	0.77%	N12 HDPE
P39	12"	39.99'	1.00%	N12 HDPE
P39 (1)	12"	33.61'	1.00%	N12 HDPE
P41	12"	39.99'	0.50%	N12 HDPE
P50	36"	35.32'	1.00%	N12 HDPE
P51	36"	400.00'	0.50%	N12 HDPE
P53	18"	305.25'	0.50%	N12 HDPE
P54	12"	78.15'	1.00%	N12 HDPE
P55	12"	61.61'	1.00%	N12 HDPE

PRIVATE STORM DRAIN NOTES

505	1199	LF	INSTALL 12" ADS HDPE (N-12) DUAL WALL STORM PIPE OR APPROVED EQUAL PER M.A.G. SPEC. SECTION 738. TRENCH, EXCAVATION, BACKFILLING, AND COMPACTION PER M.A.G. SPEC. SECTION 603 AND C.O.F. STD. DTL. 9-01-30, 9-01-31, AND 9-01-32 ON SHEET C-DT01.
506	138	LF	INSTALL 18" ADS HP STORM DUAL WALL PP PIPE OR APPROVED EQUAL PER M.A.G. SPEC. SECTION 738. TRENCH, EXCAVATION, BACKFILLING, AND COMPACTION PER M.A.G. SPEC. SECTION 603 AND C.O.F. STD. DTL. 9-01-30, 9-01-31, AND 9-01-32 ON SHEET C-DT01.
507	142	LF	INSTALL 18" ADS HDPE (N-12) DUAL WALL STORM PIPE OR APPROVED EQUAL PER M.A.G. SPEC. SECTION 738. TRENCH, EXCAVATION, BACKFILLING, AND COMPACTION PER M.A.G. SPEC. SECTION 603 AND C.O.F. STD. DTL. 9-01-30, 9-01-31, AND 9-01-32 ON SHEET C-DT01.
508	204	LF	INSTALL 24" ADS HDPE (N-12) DUAL WALL STORM PIPE OR APPROVED EQUAL PER M.A.G. SPEC. SECTION 738. TRENCH, EXCAVATION, BACKFILLING, AND COMPACTION PER M.A.G. SPEC. SECTION 603 AND C.O.F. STD. DTL. 9-01-30, 9-01-31, AND 9-01-32 ON SHEET C-DT01.
510	15	LF	INSTALL 36" ADS HDPE (N-12) DUAL WALL STORM PIPE OR APPROVED EQUAL PER M.A.G. SPEC. SECTION 738. TRENCH, EXCAVATION, BACKFILLING, AND COMPACTION PER M.A.G. SPEC. SECTION 603 AND C.O.F. STD. DTL. 9-01-30, 9-01-31, AND 9-01-32 ON SHEET C-DT01.
521	12	EA	INSTALL 12" NYLOPLAST DRAIN BASIN WITH SOLID COVER OR APPROVED EQUAL. SEE STRUCTURAL PLANS FOR ROOF DRAIN CONNECTION.
524	5	EA	INSTALL 18" NYLOPLAST DRAIN BASIN WITH SOLID COVER OR APPROVED EQUAL.
525	1	EA	INSTALL 24" NYLOPLAST DRAIN BASIN WITH 24" DOME GRATE COVER OR APPROVED EQUAL.
526	6	EA	INSTALL 24" NYLOPLAST DRAIN BASIN WITH SOLID COVER OR APPROVED EQUAL.
528	1	EA	INSTALL 36" NYLOPLAST DRAIN BASIN WITH SOLID COVER OR APPROVED EQUAL.
529	1	EA	INSTALL 48" DIA. STORM DRAIN MANHOLE PER M.A.G. STD. DTL. 520 AND MANHOLE SHAFT PER M.A.G. STD. DTL. 522.
531	234	LF	INSTALL ACO KLASSICDRAIN K300 OR APPROVED EQUAL. CONTRACTOR TO INSTALL PER MANUFACTURER'S RECOMMENDATIONS AND DETAILS.
532	1	EA	INSTALL 18" ADS FLARED END SECTION OR APPROVED EQUAL. INSTALL D50=6" RIPRAP EROSION PROTECTION PLACED MIN. 12" THICK OVER MIRAFI 140N FILTER FABRIC PER RIPRAP INSTALLATION DETAIL "F" ON SHEET C-GN01.
533	3	EA	INSTALL 24" ADS FLARED END SECTION OR APPROVED EQUAL. INSTALL D50=6" RIPRAP EROSION PROTECTION PLACED MIN. 12" THICK OVER MIRAFI 140N FILTER FABRIC PER RIPRAP INSTALLATION DETAIL "F" ON SHEET C-GN01.
534	3	EA	CONSTRUCT TYPE "E" CATCH BASIN PER MAG STD DTL 534.
535	5	EA	CONSTRUCT TYPE "F" CATCH BASIN PER MAG STD DTL 535.
536	1	EA	CONSTRUCT DOUBLE TYPE "G" CATCH BASIN PER MAG STD DTL 537 WITH MODIFIED WIER BASIN WALL PER DETAIL 'K' ON SHEET C-GN01.
539	3	EA	INSTALL 12"X12"X12" INSERTA TEE PER MANUFACTURER'S SPECIFICATIONS.
540	1	EA	CONSTRUCT BASIN TRENCH DRAIN PER DETAIL 'J' ON SHEET C-GN01. INSTALL CLEANOUTS AT ALL ENDS, BENDS AND JUNCTIONS.
550	1	EA	CONSTRUCT BASIN SEDIMENT TRAP PER DETAIL 'L' ON SHEET C-GN01.
908		NPI	ROCK WALL AT CULVERT CROSSING PER DETAILS ON LANDSCAPE PLANS.
912		NPI	PLAYGROUND DRAINAGE SYSTEM. REFER TO LANDSCAPE PLANS FOR DETAILS.

PUBLIC STORM DRAIN NOTES

1508	17	LF	INSTALL 24" ADS HDPE (N-12) DUAL WALL STORM PIPE OR APPROVED EQUAL PER M.A.G. SPEC. SECTION 738. TRENCH, EXCAVATION, BACKFILLING, AND COMPACTION PER M.A.G. SPEC. SECTION 603 AND C.O.F. STD. DTL. 9-01-30, 9-01-31, AND 9-01-32 ON SHEET C-DT01.
1510	417	LF	INSTALL 60" ADS HDPE (N-12) DUAL WALL STORM PIPE OR APPROVED EQUAL PER M.A.G. SPEC. SECTION 738. TRENCH, EXCAVATION, BACKFILLING, AND COMPACTION PER M.A.G. SPEC. SECTION 603 AND C.O.F. STD. DTL. 9-01-30, 9-01-31, AND 9-01-32 ON SHEET C-DT01.
1530	1	EA	INSTALL 60" DIA. STORM DRAIN MANHOLE PER M.A.G. STD. DTL. 521 AND MANHOLE SHAFT PER M.A.G. STD. DTL. 522.
~~1545~~	~~1~~	~~EA~~	~~INSTALL 60"X60"X12" INSERTA TEE PER MANUFACTURER'S SPECIFICATIONS.~~

NOTE:
1. ~~REFER TO SYNTHETIC TURF FIELD CONSTRUCTION PLANS PROVIDED BY HELLAS CONSTRUCTION INC.~~

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PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

Shephard Wesnitzer, Inc.

KILLIP ELEMENTARY SCHOOL
FLAGSTAFF UNIFIED SCHOOL DISTRICT
2300 E 6th Ave., Flagstaff, AZ 86004

100% CONSTRUCTION DOCUMENTS
02.08.2021
REVISIONS
1 ASI11 REGIONAL DET. BASIN 06/15/2021

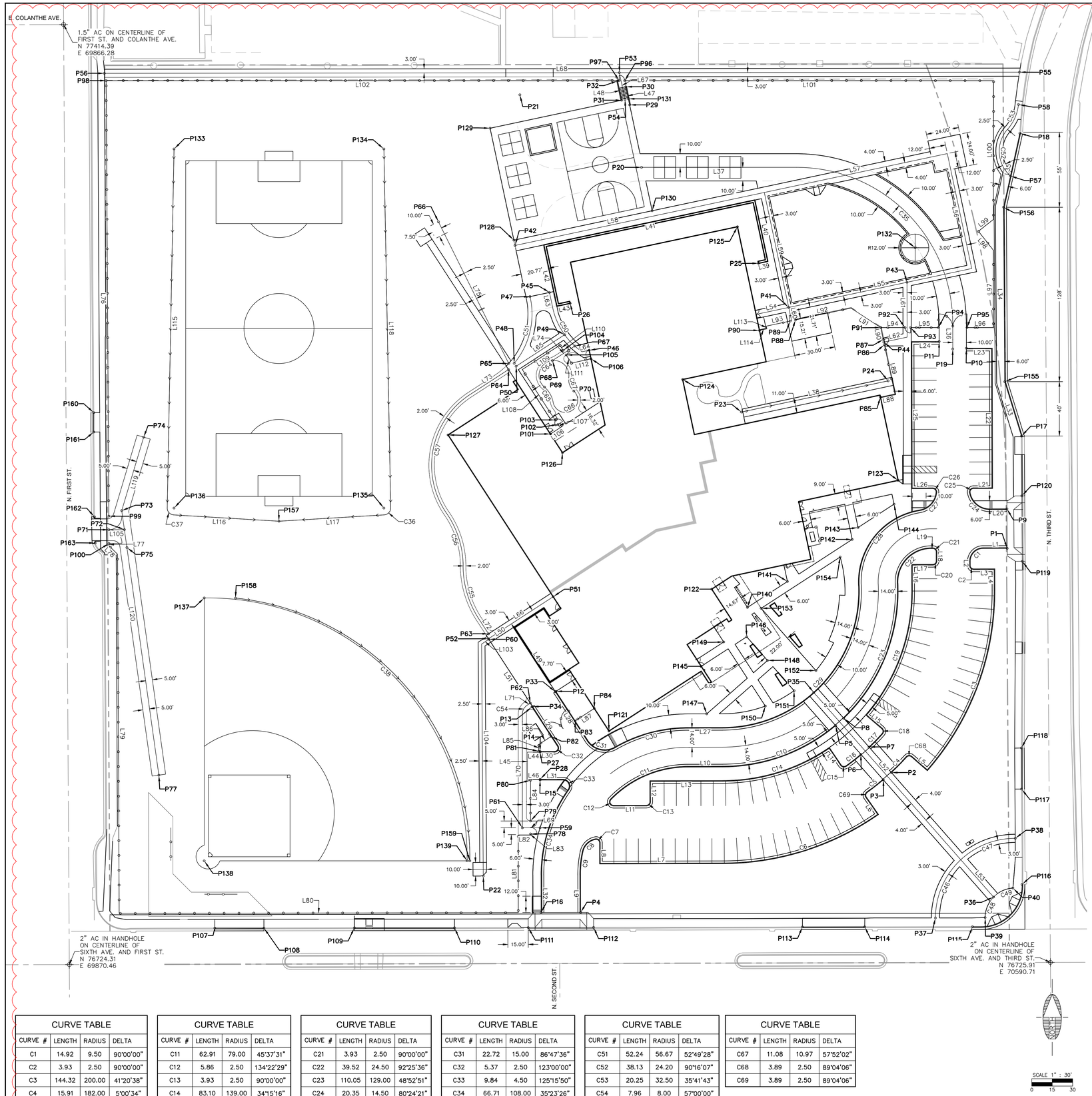
30-20149-00

STORM DRAIN PLAN

C-SD01

COF PZ-20-00157

Call at least two full working days before you plan to excavate
ARIZONA811
Arizona Blue Stake Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	17.64	N 89°52'23" E
L2	3.00	N 0°07'37" W
L3	15.50	S 89°52'23" W
L4	16.00	N 0°07'37" W
L5	15.52	S 48°55'35" E
L6	15.52	N 34°49'06" W
L7	90.62	N 89°52'23" E
L8	15.50	S 0°07'37" E
L9	27.54	N 0°07'37" W
L10	25.62	N 89°52'23" E
L11	24.18	S 89°52'23" W
L12	15.50	S 0°07'37" E
L13	53.62	S 89°52'23" W
L14	15.47	N 34°10'30" W
L15	15.47	S 49°23'43" E
L16	19.35	S 0°07'37" E
L17	15.50	S 89°52'23" W
L18	6.65	S 0°07'37" E
L19	1.14	N 89°52'23" E
L20	12.65	S 89°52'23" W
L21	14.00	N 89°52'23" E
L22	103.00	N 0°07'37" W
L23	19.00	S 89°52'23" W
L24	20.50	S 89°52'23" W
L25	108.00	S 0°07'37" E
L26	15.50	N 89°52'23" E
L27	25.62	S 89°52'23" W
L28	42.91	N 33°00'00" E
L29	34.35	S 33°00'00" E
L30	10.64	N 90°00'00" W
L31	16.85	N 90°00'00" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L32	27.56	S 0°07'37" E
L33	41.76	N 17°04'46" W
L34	128.13	N 0°22'49" W
L35	55.51	N 12°25'22" E
L36	18.85	N 0°07'37" W
L37	113.74	N 90°00'00" W
L38	110.14	N 78°00'00" E
L39	7.00	S 78°00'00" W
L40	45.99	S 12°00'00" E
L41	158.33	N 78°00'00" E
L42	45.99	N 12°00'00" W
L43	10.00	S 78°00'00" W
L44	9.33	N 90°00'00" W
L45	20.00	S 0°00'00" E
L46	9.33	N 90°00'00" E
L47	13.55	S 12°00'00" E
L48	14.50	S 12°00'00" E
L49	56.36	S 33°00'13" E
L50	20.00	N 57°00'00" E
L51	56.36	N 33°00'00" W
L52	163.58	S 41°18'46" E
L53	36.48	S 41°18'46" E
L54	24.50	N 78°00'00" E
L55	137.35	N 78°00'00" E
L56	86.27	N 12°00'00" W
L57	137.35	S 78°00'00" W
L58	187.11	S 78°00'00" W
L59	86.27	S 12°00'00" E
L60	10.00	S 12°00'00" E
L61	40.28	N 0°07'37" W
L62	17.48	N 78°00'00" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L63	11.56	N 12°00'00" W
L64	5.35	N 78°00'00" E
L65	42.49	S 57°00'00" W
L66	56.67	N 57°00'00" E
L67	20.15	N 12°00'00" W
L68	671.84	N 89°55'36" E
L69	13.02	N 90°00'00" W
L70	83.39	S 0°00'00" E
L71	2.59	S 57°00'00" W
L72	12.94	S 33°00'00" E
L73	33.64	N 57°00'00" E
L74	19.59	N 57°00'00" E
L75	116.04	S 26°23'19" E
L76	319.73	N 0°20'50" W
L77	1.71	S 0°20'50" E
L78	8.80	N 45°33'00" W
L79	263.69	S 0°15'24" E
L80	293.01	S 89°53'42" W
L81	56.80	N 0°00'00" E
L82	9.00	N 90°00'00" E
L83	1.00	S 0°00'00" E
L84	29.89	S 0°00'00" E
L85	4.93	S 0°00'00" E
L86	10.85	S 57°00'00" W
L87	16.79	S 57°00'00" W
L88	10.83	S 78°00'00" W
L89	36.98	S 12°00'00" E
L90	8.90	N 12°00'00" W
L91	26.09	N 56°49'03" W
L92	41.65	S 78°00'00" W
L93	17.93	S 78°00'00" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L94	17.87	N 90°00'00" E
L95	20.47	N 90°00'00" E
L96	19.36	N 90°00'00" E
L97	56.68	N 0°03'11" E
L98	17.86	N 38°15'10" W
L99	14.09	N 51°44'50" E
L100	101.83	N 0°02'47" E
L101	270.86	N 89°59'45" W
L102	376.63	N 89°59'45" W
L103	6.37	S 56°58'57" W
L104	170.31	S 0°24'46" E
L105	11.38	S 89°39'10" W
L106	8.39	S 57°00'00" W
L107	2.85	N 33°00'00" W
L108	44.09	N 33°00'00" W
L109	32.86	N 57°00'00" E
L110	4.55	S 33°00'00" E
L111	7.19	S 33°00'00" E
L112	14.66	N 77°15'49" E
L113	2.06	S 12°00'00" E
L114	5.53	S 78°00'00" W
L115	263.57	S 1°05'12" E
L116	77.45	S 86°33'39" E
L117	77.17	S 86°33'18" W
L118	263.57	S 1°05'12" E
L119	56.30	N 16°37'59" W
L120	196.09	N 7°59'28" W

POINT TABLE			
POINT #	NORTHING	EASTING	DESCRIPTION
1	77029.84	70559.01	Back Curb
2	76865.24	70474.03	Back Curb
3	76859.91	70468.06	Back Curb
4	76762.60	70245.84	Back Curb
5	76899.73	70433.06	Back Curb
6	76878.69	70451.55	Back Curb
7	76884.02	70457.51	Back Curb
8	76905.07	70439.02	Back Curb
9	77058.84	70558.78	Back Curb
10	77176.77	70529.04	Back Curb
11	77181.73	70509.03	Back Curb
12	76924.88	70227.72	Back Curb
13	76913.44	70210.10	Back Curb
14	76880.77	70216.07	Back Curb
15	76859.77	70216.07	Back Curb
16	76762.52	70216.84	Back Curb
17	77112.27	70569.48	Back Curb
18	77334.53	70568.30	Back Curb
19	77176.25	70519.04	CL
20	77309.56	70290.55	CL
21	77362.80	70201.23	FL
22	76789.30	70174.35	FL
23	77129.92	70363.84	FL
24	77152.82	70471.58	FL
25	77239.09	70376.40	Wall
26	77209.71	70238.15	Wall
27	76880.27	70216.07	Wall
28	76860.27	70216.07	Wall
29	77355.41	70281.82	Wall
30	77368.67	70279.01	Wall
31	77358.82	70275.99	Wall
32	77373.01	70272.97	Wall
33	76924.60	70227.30	Pavement
34	76913.71	70210.52	Pavement
35	76924.14	70416.93	SW–CL
36	76773.86	70549.01	SW–CL
37	76758.57	70506.34	SW–CL
38	76816.97	70564.95	SW–CL
39	76758.80	70542.79	SW–CL
40	76780.47	70563.15	SW–CL
41	77206.73	70398.61	SW–CL
42	77252.21	70197.66	SW–CL
43	77225.18	70485.43	SW–CL
44	77181.27	70468.43	SW–CL
45	77217.72	70222.97	SW–CL
46	77175.27	70252.12	SW–CL
47	77214.74	70208.69	SW–CL
48	77165.68	70197.08	SW–CL
49	77186.68	70234.11	SW–CL
50	77163.54	70198.47	SW–CL
51	76994.37	70225.72	SW–CL
52	76963.50	70178.19	SW–CL
53	77379.05	70274.24	SW–CL
54	77359.34	70278.43	SW–CL
55	77379.43	70568.05	SW–CL
56	77378.57	69896.22	SW–CL

POINT TABLE			
POINT #	NORTHING	EASTING	DESCRIPTION
57	77303.22	70561.41	SW–CL
58	77355.69	70567.30	SW–CL
59	76824.71	70216.09	SW–CL
60	76963.08	70178.46	SW–CL
61	76824.71	70203.07	SW–CL
62	76916.23	70208.89	SW–CL
63	76967.10	70178.23	SW–CL
64	77161.11	70192.89	SW–CL
65	77165.62	70193.04	SW–CL
66	77269.57	70141.47	SW–CL
67	77178.36	70241.57	SW–CL
68	77167.68	70225.14	SW–CL
69	77148.28	70219.30	SW–CL
70	77145.38	70240.87	SW–CL
71	77043.52	69899.53	ROAD–CL
72	77043.59	69910.91	ROAD–CL
73	77057.56	69908.94	ROAD–CL
74	77111.51	69925.06	ROAD–CL
75	77030.44	69912.75	ROAD–CL
77	76863.37	69936.20	ROAD–CL
78	76820.21	70209.07	Fence
79	76829.71	70209.07	Fence
80	76859.60	70209.07	Fence
81	76880.94	70215.07	Fence
82	76891.77	70224.17	Fence
83	76903.21	70241.79	Fence
84	76912.35	70255.87	Fence
85	77140.89	70465.94	Fence
86	77179.32	70468.85	Fence
87	77183.23	70468.02	Fence
88	77197.56	70403.59	Fence
89	77196.73	70399.67	Fence
90	77189.83	70377.16	Fence
91	77191.94	70466.16	Fence
92	77191.94	70484.04	Fence
93	77191.94	70488.04	Fence
94	77191.94	70508.51	Fence
95	77191.94	70529.51	Fence
96	77373.22	70278.16	Fence
97	77373.22	70274.16	Fence
98	77373.25	69897.53	Fence
99	77053.52	69899.47	Fence
100	77033.43	69899.59	Fence
101	77113.84	70223.73	Fence
102	77120.80	70229.21	Fence
103	77124.15	70227.03	Fence
104	77175.21	70233.05	Fence
105	77171.85	70235.23	Fence
106	77169.06	70253.44	Fence
107	76751.09	69977.27	Back Curb
108	76751.10	70013.33	Back Curb
109	76751.30	70079.73	Back Curb
110	76751.33	70153.25	Back Curb
111	76751.49	70207.37	Back Curb
112	76751.63	70255.37	Back Curb
113	76751.93	70408.68	Back Curb
114	76752.03	70454.38	Back Curb

POINT TABLE			
POINT #	NORTHING	EASTING	DESCRIPTION
115	76752.10	70533.57	Back Curb
116	76783.15	70569.91	Back Curb
117	76853.16	70569.54	Back Curb
118	76883.31	70569.43	Back Curb
119	77020.36	70570.09	Back Curb
120	77068.36	70569.71	Back Curb
121	76895.72	70266.67	BLDG
122	76999.94	70342.07	BLDG
123	77079.75	70478.93	BLDG
124	77153.82	70320.75	BLDG
125	77265.97	70360.97	BLDG
126	77100.09	70232.52	BLDG
127	77113.12	70148.54	BLDG
128	77256.12	70196.83	Court
129	77338.29	70179.36	Court
130	77277.70	70298.34	Court
131	77359.86	70280.88	Court
132	77250.54	70491.44	Pavement
133	77323.03	69947.35	Field
134	77323.03	70101.41	Field
135	77059.41	70101.41	Field
136	77059.41	69947.35	Field
137	76993.44	69969.50	Field
138	76800.47	69969.50	Field
139	76800.47	70162.47	Field
140	76986.47	70368.31	Sidewalk
141	77005.53	70397.65	Sidewalk
142	77036.42	70445.23	Sidewalk
143	77045.16	70449.50	Sidewalk
144	77062.33	70475.94	Sidewalk
145	76943.26	70334.36	Sidewalk
146	76964.94	70367.75	Sidewalk
147	76908.35	70338.44	Sidewalk
148	76947.55	70383.04	Sidewalk
149	76961.14	70350.87	Sidewalk
150	76914.07	70381.44	Sidewalk
151	76925.35	70402.55	Sidewalk
152	76940.13	70418.55	Sidewalk
153	76985.85	70378.37	Sidewalk
154	77023.51	70436.36	Sidewalk
155	77152.19	70557.21	Back Curb
156	77280.32	70556.36	Back Curb
157	77049.78	70024.38	FL
158	76993.34	69992.45	FL
159	76800.43	70164.47	FL

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	14.92	9.50	90°00'00"
C2	3.93	2.50	90°00'00"
C3	144.32	200.00	41°20'38"
C4	15.91	182.00	5°00'34"
C5	14.98	182.00	4°42'59"
C6	121.60	200.00	34°50'05"
C7	4.38	2.50	100°17'12"
C8	13.48	11.50	67°10'58"
C9	17.28	79.00	12°31'50"
C10	90.04	129.00	39°59'30"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C11	62.91	79.00	45°37'31"
C12	5.86	2.50	134°22'29"
C13	3.93	2.50	90°00'00"
C14	83.10	139.00	34°15'16"
C15	3.98	2.50	91°06'45"
C16	13.82	157.00	5°02'38"
C17	13.79	157.00	5°01'52"
C18	3.98	2.50	91°06'45"
C19	99.32	139.00	40°56'16"
C20	3.93	2.50	90°00'00"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C21	3.93	2.50	90°00'00"
C22	39.52	24.50	92°25'36"
C23	110.05	129.00	48°52'51"
C24	20.35	14.50	80°24'21"
C25	4.35	2.50	99°35'39"
C26	4.16	2.50	95°25'47"
C27	19.09	14.50	75°25'28"
C28	77.76	53.50	83°16'51"
C29	161.31	100.00	92°25'36"
C30	55.92	108.00	29°39'59"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C31	22.72	15.00	86°47'36"
C32	5.37	2.50	123°00'00"
C33	9.84	4.50	125°15'50"
C34	66.71	108.00	35°23'26"
C35	179.94	114.71	89°52'23"
C46	47.90	58.44	46°57'19"
C47	44.03	58.44	43°10'00"
C48	16.69	22.00	43°28'02"
C49	15.95	22.00	41°33'02"
C50	39.72	52.42	43°24'24"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C51	52.24	56.67	52°49'28"
C52	38.13	24.20	90°16'07"
C53	20.25	32.50	35°41'43"
C54	7.96	8.00	57°00'00"
C55	41.27	72.00	32°50'27"
C56	40.99	68.00	34°32'29"
C57	99.23	62.00	91°42'02"
C64	45.64	10.98	238°08'05"
C65	13.05	19.34	38°40'30"
C66	34.46	9.11	216°37'30"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C67	11.08	10.97	57°52'02"
C68	3.89	2.50	89°04'06"
C69	3.89	2.50	89°04'06"

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NOT FOR CONSTRUCTION, BIDDING OR RECORDING

Shephard Wesnitzer, Inc.

KILLIP ELEMENTARY SCHOOL
FLAGSTAFF UNIFIED SCHOOL DISTRICT
2300 E 6th Ave., Flagstaff, AZ 86004

100% CONSTRUCTION DOCUMENTS
02.08.2021
REVISIONS
1 ASI11 REGIONAL DET. BASIN 06/15/2021

30-20149-00

HORIZONTAL CONTROL PLAN

C-HC01

COF PZ-20-00157

Call at least two full working days before you plan to excavate
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

PRELIMINARY
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DLR Group

Shephard Westfeldt Inc.

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

KILLIP ELEMENTARY SCHOOL

FLAGSTAFF UNIFIED SCHOOL DISTRICT

2300 E 6th Ave., Flagstaff, AZ 86004

100% CONSTRUCTION DOCUMENTS
02.08.2021
REVISIONS
1 ADDENDUM 01, BASIN 06/15/2021

30-20149-00

EROSION CONTROL PLAN

C-EC01

COF PZ-20-00157

LEGEND

- DISTURBED AREA
- DRAINAGE FLOW DIRECTION
- "STRAW ROLLS" PER DETAIL ON SHEET EC02.
- "CURB INLET SEDIMENT BARRIER" ULTRATECH ULTRA-CURB GUARD PLUS, OR APPROVED EQUAL.
- "DROP INLET SEDIMENT BARRIER" PER DETAIL ON SHEET EC02.
- "TEMPORARY CONSTRUCTION ENTRANCE" PER DETAIL ON SHEET EC02.
- "CONCRETE WASHOUT" PER DETAIL ON SHEET EC02.



MANAGEMENT STRATEGIES

1. CONSTRUCTION WILL BE SEQUENCED SO THAT GRADING OPERATIONS CAN BEGIN AND END AS QUICKLY AS POSSIBLE.

2. INSTALL TEMPORARY CONSTRUCTION ENTRANCE, MUD AND DEBRIS SHALL BE WASHED FROM ALL CONSTRUCTION VEHICLES AND EQUIPMENT BEFORE LEAVING THE SITE. A WATER TANK TRUCK WILL BE USED IF PUBLIC WATER IS UNAVAILABLE.

3. INSTALL PERIMETER CONTROLS AS SHOWN TO INCLUDE DIVERSION DIKES AND SILT FENCE. SEDIMENT TRAPPING MEASURES SHALL BE INSTALLED AS A FIRST STEP IN GRADING

4. GRADING OPERATIONS MAY COMMENCE ONCE PERIMETER CONTROLS, DIVERSIONS AND TRAPPING MEASURES ARE INSTALLED.

5. FILL SLOPE SURFACES SHALL BE LEFT IN ROUGHENED CONDITION TO REDUCE SHEET AND RILL EROSION OF THE SLOPES. THE CONTRACTOR SHALL REDIRECT CONCENTRATED FLOW AWAY FROM THE FILL SLOPES BY INSTALLING EARTH BERMS AND DIRECT THE RUN-OFF TO STABILIZED OUTLET OR SEDIMENT BASIN AND TRAPPING DEVICES.

6. TEMPORARY SEEDING, SODDING OR OTHER STABILIZATION METHODS WILL FOLLOW IMMEDIATELY AFTER GRADING.

7. ONCE THE UTILITIES, CURB AND GUTTER, AND THE ROADS ARE BROUGHT NEAR FINAL GRADE IN A MANNER SUCH THAT STORM SEWER SYSTEMS ARE FUNCTIONAL, INSTALL THE STANDARD INLET PROTECTION AROUND THE STRUCTURES AND SILT FENCE ALONG THE SITE PERIMETER.

8. FOR VEGETATIVE STABILIZATION OF ALL DENUDED AREAS SEE EROSION CONTROL MEASURES AND VEGETATIVE PRACTICES.

9. THE JOB SUPERINTENDENT SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL PRACTICES.

10. AFTER ACHIEVING FINAL STABILIZATION, THE TEMPORARY EROSION & SILTATION CONTROLS WILL BE CLEANED UP AND REMOVED FROM THE SITE.

GENERAL LAND CONSERVATION NOTES

1. VEGETATED STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRECIPITATION OR IRRIGATION IS AVAILABLE.

2. ALL EROSION AND SILTATION CONTROL MEASURES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP IN GRADING. FIRST AREAS TO BE CLEARED ARE TO BE THOSE REQUIRED FOR THE PERIMETER CONTROLS.

3. DURING CONSTRUCTION, ALL STORM SEWER INLETS WILL BE PROTECTED BY INLET PROTECTION DEVICES, MAINTAINED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS.

4. ANY DISTURBED AREA NOT COVERED BY NOTE #1 ABOVE AND NOT PAVED, SODDED OR BUILT UPON IS TO BE MULCHED WITH HAY OR STRAW MULCH AT THE RATE OF TWO TONS PER ACRE AND OVER-SEEDED AS SOON AS PRECIPITATION OR IRRIGATION IS AVAILABLE.

5. AT THE COMPLETION OF CONSTRUCTION PROJECTS, AND PRIOR TO THE RELEASE OF THE BOND, ALL TEMPORARY SILTATION AND EROSION CONTROLS SHALL BE REMOVED AND DISTURBED AREAS SHALL BE STABILIZED.

6. TEMPORARY DIVERSIONS, SEEDED AND MULCHED OR SILT FENCE AND OTHER CONTROL MEASURES AS NECESSARY ARE TO BE PLACED AS INDICATED ON THE DRAWINGS PRIOR TO OR THE FIRST STEP IN EXCAVATION.

7. WHERE CONSISTENT WITH JOB SAFETY REQUIREMENTS, ALL EXCAVATED MATERIAL IS TO BE PLACED ON THE UPHILL SIDE OF TRENCHES. NO MATERIAL IS TO BE PLACED IN STREAMBEDS. NO STOCKPILE IS PERMITTED. WHERE SOIL IS PLACED ON DOWNHILL SIDE OF TRENCHES, IT IS TO BE BACK-SLOPE TO DRAIN TOWARD THE TRENCH. WHEN NECESSARY TO DEWATER THE TRENCHES, THE PUMP DISCHARGE HOSE MUST OUTLET IN A STABILIZED AREA TO AN EXISTING STORM INLET OR DITCH IF NO INLET AVAILABLE.

EROSION & SEDIMENT CONTROL STANDARD NOTES

1. THE CONTRACTOR MUST NOTIFY BLUE STAKE AT 1-800-STAKE-IT AT LEAST 24 HOURS PRIOR TO THE START OF CONSTRUCTION IN ACCORDANCE WITH APPLICABLE COUNTY ORDINANCES AND POLICIES.

2. ALL EROSION CONTROL MEASURES SHOWN ON THE APPROVED PLAN MUST BE IN PLACE AND INSPECTED AND APPROVED BY THE PRIOR TO CLEARING, STRIPPING OF TOPSOIL OR GRADING.

3. THE CONTRACTOR SHALL POST A SIGN AT THE MAIN ENTRANCE TO THE CONSTRUCTION SITE CONTAINING THE AZPDES AUTHORIZATION NUMBER AND/OR COPY OF NOTICE OF INTENT AUTHORIZATION, CONSTRUCTION SITE OPERATOR CONTACT NAME AND TELEPHONE NUMBER, A BRIEF PROJECT DESCRIPTION, AND THE LOCATION OF THE APPROVED STORM WATER POLLUTION PREVENTION PLAN. THE SIGN SHALL ALSO DISPLAY THE NAME, CONTACT INFORMATION, AND QUALIFICATIONS OF THE PERSONNEL PERFORMING ROUTINE INSPECTIONS.

4. THE CONTRACTOR'S REPRESENTATIVE IS RESPONSIBLE FOR THE INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION.

5. ALL DISTURBED AREAS ARE TO DRAIN TO APPROVED SEDIMENT CONTROL MEASURES AT ALL TIMES DURING LAND DISTURBING ACTIVITIES AND DURING SITE DEVELOPMENT UNTIL COMPLETE AND ADEQUATE STABILIZATION IS ACHIEVED.

6. WATER MUST BE PUMPED INTO AN APPROVED FILTERING DEVICE DURING DEWATERING OPERATIONS.

7. THE CONTRACTOR'S REPRESENTATIVE SHALL INSPECT AND DOCUMENT ALL EROSION AND SEDIMENT CONTROL MEASURES DAILY AND AFTER EACH SIGNIFICANT RAINFALL. THE FOLLOWING ITEMS WILL BE CHECKED IN PARTICULAR:

A. GRAVEL OUTLETS WILL BE CHECKED REGULARLY FOR SEDIMENT BUILDUP WHICH WILL PREVENT DRAINAGE. IF THE GRAVEL IS CLOGGED BY SEDIMENT, IT SHALL BE REMOVED AND CLEANED OR REPLACED.

B. SILT FENCE AND SEDIMENT BARRIERS WILL BE CHECKED REGULARLY FOR UNDERMINING OR DETERIORATION OF THE FABRIC. SEDIMENT SHALL BE REMOVED WHEN THE LEVEL OF SEDIMENT DEPOSITION REACHES HALF WAY TO THE TOP OF THE BARRIER.

C. SEEDED AND SODDED AREAS WILL BE CHECKED REGULARLY TO ENSURE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED AND RESEEDED OR SODDED AS NEEDED.

8. INSPECTION FORMS SHALL BE COMPLETED BY THE CONTRACTOR'S INSPECTOR WITH THE MINIMUM FOLLOWING INFORMATION: INSPECTION DATE, TITLE AND QUALIFICATIONS OF EACH INSPECTOR, WEATHER INFORMATION FOR PERIOD SINCE LAST INSPECTION, LOCATION OF DISCHARGE OF SEDIMENT OR OTHER POLLUTANTS, LIST OF BMPS THAT NEED TO BE MAINTAINED OR INADEQUATE, LIST ADDITIONAL NEEDED BMPS, CORRECTIVE ACTION REQUIRED, SOURCES OF ALL NON-STORMWATER AND CONTROL MEASURES, DATES WHEN MAJOR GRADING ACTIONS OCCURRED, POLLUTANT DISCHARGE STATUS OF STORAGE AREAS, AND DATES WHEN CONSTRUCTION ACTIVITIES CEASED.

9. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING INSPECTION RECORDS FOR AT LEAST THREE (3) YEARS FOLLOWING THE COMPLETION OF PROJECT.

10. THE SWPPP SHALL BE MODIFIED BY THE CONTRACTOR WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION OF AN INADEQUATE BMP WHEN NEEDED. BMPS SHALL BE MODIFIED OR ADDED AS SOON AS PRACTICABLE AFTER THE BMP HAS BEEN DETERMINED INADEQUATE.

11. PERMANENT SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN (7) DAYS AFTER FINAL GRADE IS REACHED AND ALL WORK COMPLETED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN (7) DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN FOURTEEN (14) DAYS. ROADS AND PARKING AREAS SHALL BE STABILIZED AS SOON AS PRECIPITATION OR IRRIGATION IS AVAILABLE.

12. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES WILL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION AND AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED, AS AUTHORIZED BY THE INSPECTORS. TRAPPED SEDIMENT AND THE DISTURBED SOIL AREAS RESULTING FROM THE DISPOSITION OF TEMPORARY MEASURES WILL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION AND SEDIMENTATION.

13. WHEN SEDIMENT IS TRANSPORTED ONTO A PAVED ROAD SURFACE, THE ROAD WILL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT WILL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING WILL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER.

14. AREAS WHICH ARE NOT TO BE DISTURBED WILL BE CLEARLY MARKED BY FLAGS, SIGNS, ETC.

15. FLOOD PLAIN LIMITS SHALL BE CLEARLY MARKED IN THE FIELD BY FLAGS, SIGNS, ETC.

16. TREE SAVE AREAS SHALL BE CLEARLY MARKED IN THE FIELD BY ORANGE SAFETY FENCE.

17. ORANGE SAFETY FENCE MUST BE INSTALLED AROUND ALL SILT TRAPS AND SEDIMENT BASINS.

18. SEEDING AND MULCHING SHALL BE IN ACCORDANCE WITH THE STANDARDS.

19. THE SWPPP SHALL BE MODIFIED BY THE CONTRACTOR WITHIN 15 BUSINESS DAYS FOLLOWING ANY CHANGE IN DESIGN, CONSTRUCTION OPERATION, OR MAINTENANCE THAT HAS A SIGNIFICANT EFFECT ON DISCHARGE OR NOT PREVIOUSLY ASSESSED IN THE SWPPP.

20. THE SWPPP SHALL BE MODIFIED BY THE CONTRACTOR WITHIN 15 BUSINESS DAYS IF IT IS DETERMINED THAT DISCHARGE IS CAUSING OR CONTRIBUTING TO WATER QUALITY EXCEEDENCES OR THE SWPPP IS INEFFECTIVE.

EROSION CONTROL MEASURES

ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS ESTABLISHED HEREIN.

STRUCTURAL PRACTICES

1. SILT FENCE BARRIER: SILT FENCE SEDIMENT BARRIERS WILL BE INSTALLED DOWNSLOPE OF AREAS WITH MINIMAL GRADES TO FILTER SEDIMENT LADEN RUNOFF FROM SHEET FLOW AS INDICATED ON THE PLANS.

2. A TEMPORARY CONSTRUCTION ENTRANCE SHALL BE INSTALLED WHERE THE ACCESS AREA INTERSECTS WITH EXISTING ROADS DURING MUDDY CONDITIONS. DRIVERS OF CONSTRUCTION VEHICLES WILL BE REQUIRED TO WASH THEIR WHEELS BEFORE ENTERING THE HIGHWAY.

3. STORM DRAIN INLET & SPILLWAY PROTECTION: ALL STORM SEWER INLETS AND SPILLWAYS SHALL BE PROTECTED DURING CONSTRUCTION. SEDIMENT-LADEN WATER SHALL BE FILTERED BEFORE ENTERING THE STORM SEWER INLETS AND CULVERTS.

VEGETATIVE PRACTICES

1. TOP SOILING (STOCKPILE) TOPSOIL WILL BE STRIPPED FROM AREAS TO BE GRADED AND STOCKPILED FOR LATER USE. STOCKPILE LOCATIONS ARE TO BE STABILIZED WITH TEMPORARY VEGETATION. PRIOR TO LAND DISTURBING ACTIVITIES, THE CONTRACTOR SHALL SUBMIT A SUPPLEMENTARY EROSION & SEDIMENT PLAN TO THE CITY OF FLAGSTAFF COVERING THE STOCKPILE AREA WHICH MAY HAVE TO BE APPROVED BY THE PLAN APPROVING AUTHORITY BEFORE ANY ACTIVITY COMMENCES.

2. TEMPORARY SEEDING ALL DENUDED AREAS WHICH WILL BE LEFT DORMANT FOR EXTENDED PERIODS OF TIME SHALL BE SEEDED WITH FAST GERMINATING TEMPORARY VEGETATION IMMEDIATELY FOLLOWING GRADING. SELECTION OF THE SEED MIXTURE WILL DEPEND ON THE TIME OF YEAR IT IS APPLIED.

3. GRASS AREAS THAT ARE DISTURBED DURING CONSTRUCTION SHALL BE REPLACED WITH SOD BY THE CONTRACTOR. THE SOD GRASS TYPE SHALL MATCH THE EXISTING AND SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL THE SOD IS STABILIZED.

GENERAL NOTES FOR EROSION CONTROL

1. A STANDBY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES OR TO REPAIR ANY DAMAGED EROSION CONTROL MEASURES, ESPECIALLY WHEN RAIN IS IMMINENT.

2. DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT APPROVAL OF THE INSPECTOR.

3. ALL PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH DAY.

4. AFTER A RAIN STORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS AND DESILTING BASINS. ANY GRADED SLOPE SURFACE PROTECTION MEASURE DAMAGED DURING A RAIN STORM SHALL BE IMMEDIATELY REPAIRED.

5. FILL SLOPES AT THE CONSTRUCTION SITE PERIMETER MUST DRAIN AWAY FROM THE TOPS OF THE SLOPES AT THE END OF EACH DAY.

6. A COPY OF THE PROJECTS STORM WATER POLLUTION PROTECTION PLAN (SWPPP) SHALL BE MAINTAINED AT THE CONSTRUCTION SITE AND ALWAYS AVAILABLE FOR REVIEW.

7. PROTECT ALL STORM DRAINAGE STRUCTURES FROM SEDIMENT CLOGGING BY PROVIDING INLET PROTECTION AT ALL OPENINGS.

8. AVOID PAVING DURING WET WEATHER.

9. STORE MATERIALS AWAY FROM DRAINAGE COURSES TO PREVENT CONTACT WITH STORM WATER.

10. PLACE DRIP PANS OR ABSORBENT MATERIALS UNDER CONSTRUCTION EQUIPMENT WHEN NOT IN USE.

11. CLEAN UP SPILLS WITH ABSORBENT MATERIALS.

12. OLD ASPHALT MUST BE DISPOSED OF PROPERLY.

13. KEEP WORK SITE CLEAN AND ORDERLY DAILY.

14. PROPERLY STORE PAINTS AND SOLVENTS.

15. PERMANENTLY MARK STORM DRAIN STRUCTURES IN A MANNER APPROVED BY THE CONSTRUCTION INSPECTOR TO MINIMIZE INADVERTENT DISPOSAL OF RESIDUAL PAINTS, SOLVENTS, OR ANY OTHER POLLUTANT.

16. ALLOW MATERIAL DELIVERY AND STORAGE ONLY IN DESIGNATED AREAS AND AVOID TRANSPORT NEAR DRAINAGE PATHS AND WATERWAYS.

17. MINIMIZE THE USE OF HAZARDOUS MATERIALS ON SITE.

18. CLEAN UP LEAKS AND SPILLS IMMEDIATELY.

19. USE WATERTIGHT DUMPSTERS FOR TRASH AND CONSTRUCTION WASTE.

20. COLLECT SITE TRASH AS NEEDED, ESPECIALLY DURING RAINY OR WINDY CONDITIONS.

21. ARRANGE FOR REGULAR WASTE COLLECTION BEFORE CONTAINERS OVERFLOW.

22. DO NOT ALLOW BRUSHES OR PAINT CONTAINERS TO BE CLEANED OUT IN THE DIRT, STREET, GUTTER, OR STORM DRAINS.

23. STORE AND COVER DRY AND WET MATERIALS FROM CONCRETE PLACEMENT AWAY FROM DRAINAGE AREAS.

24. PERFORM WASHOUT OF CONCRETE TRUCKS IN DESIGNATED AREAS ONLY. WASHOUT AREAS SHALL BE AWAY FROM STORM DRAINS, OPEN DITCHES, OR STREETS.

25. TEMPORARY SANITARY FACILITIES SHALL BE MAINTAINED IN GOOD WORKING ORDER BY A LICENSED SERVICE.

26. CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING HIS PLAN THROUGHOUT CONSTRUCTION AND INDICATE ANY AND ALL REVISIONS / UPDATES ON THIS PLAN.

27. CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER THAT STORM WATER WILL BE CONTAINED WITHIN THE PROJECT OR CHANNELED INTO THE STORM DRAIN SYSTEM PROVIDED THAT IT IS FREE FROM POLLUTANTS AND DEBRIS.

28. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER FROM CORRECTING ERRORS OR OMISSIONS DISCOVERED DURING CONSTRUCTION. CONFORMANCE WITH THE REQUIREMENTS OF THIS PLAN SHALL IN NO WAY RELIEVE THE DEVELOPER FROM HIS RESPONSIBILITIES TO THE SITE AND ADJACENT PROPERTIES. TEMPORARY EROSION CONTROL SHALL CONSIST OF, BUT NOT BE LIMITED TO, CONSTRUCTING SUCH FACILITIES AND TAKING SUCH MEASURES AS ARE NECESSARY TO PREVENT, CONTROL AND ABATE WATER, MUD AND EROSION DAMAGE TO PUBLIC AND PRIVATE PROPERTY AS A RESULT OF THE CONSTRUCTION OF THIS PROPERTY.

29. CLEARING AND GRUBBING SHOULD BE LIMITED TO AREAS THAT WILL RECEIVE IMMEDIATE GRADING. EROSION CONTROL MEASURES WILL BE REQUIRED TO PROTECT AREAS WHICH HAVE BEEN CLEARED AND GRUBBED. THESE MEASURES MAY INCLUDE BUT NOT BE LIMITED TO: GRADED DITCHES, SAND OR GRAVEL BAGS, BARRIERS AND SILT FENCING. CARE SHALL BE EXERCISED TO PRESERVE VEGETATION BEYOND LIMITS OF GRADING AND PREVENT SEDIMENT DISCHARGE WHILE CONSTRUCTION IN THIS AREA IS ACTIVE.

30. SEDIMENT CONTROL SHALL BE USED AT THE TOE OF ANY ERODIBLE SLOPE.

31. CONTRACTOR SHALL IMMEDIATELY RESTORE ANY DAMAGED EROSION CONTROL MEASURE WITHIN THE PROJECT BOUNDARY.

32. FACES OF FINISHED CUT AND FILL SLOPES SHALL BE PREPARED AND MAINTAINED TO CONTROL AGAINST EROSION. THESE PERMANENT CONTROL MEASURES MAY CONSIST OF ADEQUATE SEEDING, PLANTING AND JUTE MATTING. THE PROTECTION FOR THE SLOPES SHALL BE INSTALLED AS SOON AS PRACTICABLE AND PRIOR TO CALLING FOR FINAL APPROVAL.

33. AFTER A RAIN STORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM STREETS, CHECK BERMS AND BASINS.

34. CONTRACTOR / SUBCONTRACTOR TRAINING IN SEDIMENT AND EROSION CONTROL IN ACCORDANCE WITH AZPDES.

35. THE PERMITTEE AND CONTRACTOR SHALL BE RESPONSIBLE, AND TAKE NECESSARY PRECAUTIONS, TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.

36. ALL DISTRUBED AREAS SHALL BE HYDROSEEDED IN ACCORDANCE WITH CITY OF FLAGSTAFF ENGINEERING STANDARDS SECTION 13-17. A REVEGETATION PLAN WILL BE REQUIRED TO BE IMPLEMENTED AND PROVED SUCCESSFUL PRIOR TO PROJECT CLOSEOUT. CONTRACTOR SHALL PROVIDE 70% SUCCESSFUL REGROWTH PER ADEQ PERMANENT STABILIZATION REQUIREMENTS FOR ALL AREAS DISTURBED DURING CONSTRUCTION. SOIL CONDITIONERS AND WATERING ARE REQUIRED IN ACCORDANCE WITH 13-17-002-004 AND 13-17-002-0005.6.

GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO MAG STANDARDS, AZPDES STANDARDS AND SPECIFICATIONS AND GENERALLY ACCEPTED CONSTRUCTION PRACTICE.

2. THESE PLANS REPRESENT A REASONABLE EFFORT TO IMPLEMENT THE MOST CURRENT BEST MANAGEMENT PRACTICES (BMPS) IN MITIGATING STORM WATER POLLUTION DURING CONSTRUCTION. THE EFFECTIVENESS OF THE MITIGATION MEASURES DEPICTED IN THESE PLANS DEPEND IN PART ON PROPER INSTALLATION, IMPLEMENTATION, MAINTENANCE, AND REPAIR OF THE DEVICES SELECTED.

MAINTENANCE:

IN GENERAL, ALL EROSION & SEDIMENT CONTROL MEASURES WILL BE CHECKED DAILY AND AFTER EACH SIGNIFICANT RAINFALL. REFER TO THE ATTACHED EROSION & SEDIMENT CONTROL STANDARD NOTES FOR DETAILED MAINTENANCE AND REVEGATATION / STABILIZATION REQUIREMENTS.

THE DETAILS SHOWN ON THE DETAIL SHEET ARE BY SHEPHARD – WESNITZER, INC. AND BY EROSION DRAW 4.0 (COPYRIGHT 2002 © JOHN MCULLAH) UNDER A LICENSE AGREEMENT.

TEMPORARY CONCRETE WASHOUT FACILITY NOTES

1. CONTRACTOR TO DESIGNATE EQUIP./MATERIAL STORAGE SITE AND CONCRETE WASHOUT AS PART OF SWPPP PRIOR TO START OF CONSTRUCTION.

2. TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE LOCATED A MINIMUM OF 50 FEET FROM STORM DRAIN INLETS, OPEN DRAINAGE FACILITIES AND WATERCOURSES, UNLESS DETERMINED UNFEASIBLE BY ENGINEER. EACH FACILITY SHALL BE LOCATED AWAY FROM CONSTRUCTION TRAFFIC OR ACCESS AREAS TO PREVENT DISTURBANCE OR TRACKING.

3. TEMPORARY CONCRETE WASHOUT FACILITIES SHALL HAVE A TEMPORARY PIT (BELOW GRADE) OR BERMED AREA (ABOVE GRADE) OF SUFFICIENT VOLUME TO COMPLETELY CONTAIN ALL LIQUID AND WASTE CONCRETE MATERIALS GENERATED DURING WASHOUT PROCEDURES. IF LOCATED ABOVE GRADE, THE WASHOUT AREA SHALL BE LINED WITH AN IMPERMEABLE MATERIAL.

4. ONCE CONCRETE WASTES ARE WASHED INTO THE DESIGNATED AREA AND ALLOWED TO HARDEN, THE CONCRETE SHALL BE BROKEN UP, REMOVED AND DISPOSED OF PER BMP "SOLID WASTE MANAGEMENT."

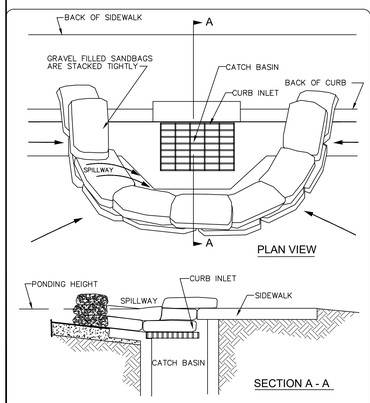
5. WHEN TEMPORARY CONCRETE WASHOUT FACILITIES ARE NO LONGER REQUIRED FOR THE WORK, AS DETERMINED BY THE ENGINEER, THE HARDENED CONCRETE SHALL BE REMOVED AND PROPERLY DISPOSED OF. MATERIALS USED TO CONSTRUCT TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BECOME THE PROPERTY OF THE CONTACTOR, SHALL BE REMOVED THE SITE OF THE WORK AND SHALL BE DISPOSED OF OUTSIDE THE HIGHWAY RIGHT-OF-WAY.

6. HOLE, DEPRESSIONS OR OTHER GROUND DISTURBANCE CAUSED BY THE REMOVAL OF THE FACILITIES SHALL BE BACKFILLED AND REPAIRED.

7. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

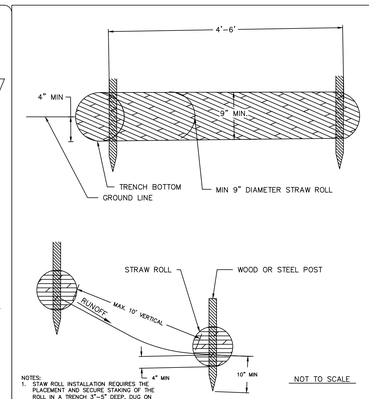
CONSTRUCTION SEQUENCE

1. INSTALL INLET PROTECTION
2. PAVEMENT REMOVAL AND INSTALL HAY BALES
3. INSTALL CONSTRUCTION ENTRANCES
4. DRAINAGE INFRASTRUCTURE/UTILITIES
5. SITE CONSTRUCTION
6. PERMANENT REVEGETATION/SLOPE STABILIZATION
7. SCHEDULED MONITORING AND MAINTENANCE



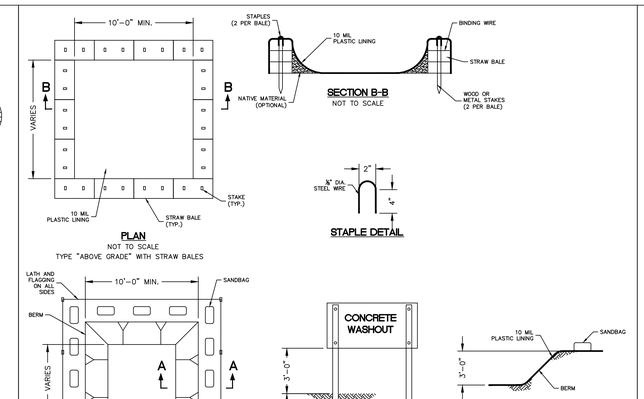
NOTES:
1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEGMENTS WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
2. SANDBAGS, OF EITHER BURLAP OR WOVEN GEOTEXTILE FABRIC, ARE FILLED WITH GRAVEL, LAYERED AND PACKED TIGHTLY.
3. LEAVE ONE SANDBAG GAP IN THE TOP ROW TO PROVIDE A SPILLWAY FOR OVERFLOW.
4. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.

CURB INLET SEDIMENT BARRIER (SANDBAGS)

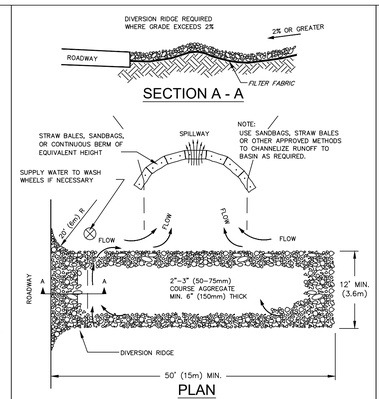


NOTES:
1. STRAW ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH 3"-5" DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWS TO RUN UNDER OR AROUND ROLL.

STRAW ROLL STAKED IN TRENCH

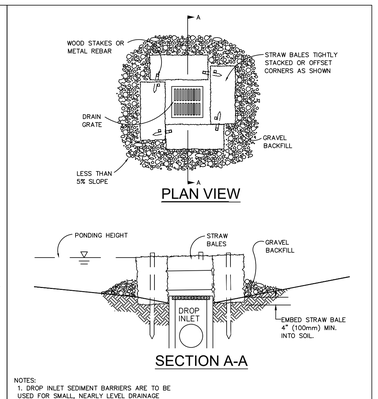


CONCRETE WASHOUT DETAILS



NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT



NOTES:
1. DROP INLET SEDIMENT BARRIERS ARE TO BE USED FOR SMALL, NEARLY LEVEL DRAINAGE AREAS. (LESS THAN 5%)
2. EMBED THE BALES 4" (100mm) INTO THE SOIL AND OFFSET CORNERS OR PLACE BALES WITH ENDS TIGHTLY ABUTTING. GRAVEL BACKFILL WILL PREVENT EROSION OR FLOW AROUND THE BALES.
3. THE TOP OF THE STRUCTURE (PONDING HEIGHT) MUST BE WELL BELOW THE GROUND ELEVATION DOWNSLOPE TO PREVENT RUNOFF FROM BYPASSING THE INLET. EXCAVATION OF A BASIN ADJACENT TO THE DROP INLET OR A TEMPORARY DIKE ON THE DOWNSLOPE OF THE STRUCTURE MAY BE NECESSARY.

STRAW BALE/GRAVEL DROP INLET SEDIMENT BARRIER

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PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SVI
Shephard . Wesnitzer, Inc.

KILLIP ELEMENTARY SCHOOL
FLAGSTAFF UNIFIED SCHOOL DISTRICT
2300 E. 6th Ave., Flagstaff, AZ 86004

100% CONSTRUCTION DOCUMENTS
02.08.2021
REVISIONS
1 ASI11 REGIONAL DET. BASIN 06/15/2021

Call at least two full working days before you plan to excavate.
ARIZONA811
Arizona Blue Stake Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

30-20149-00

EROSION CONTROL NOTES & DETAILS

C-EC02

COF PZ-20-00157

December 9th, 2021

VIA ELECTRONIC MAIL
Bob Kuhn
Asst. Supt. of Operations
Flagstaff Unified School District

RE: GUARANTEED MAXIMUM PRICE PROPOSAL | Killip Elementary School Off-Site Drainage

Dear Bob,

On behalf of CORE Construction, I am pleased to submit our Guaranteed Maximum Price (GMP) proposal for the Killip Elementary School Replacement.

GMP Summary:

Base: Total Guaranteed Maximum Price (60" HDPE On-Site)	**$1,446,140**
Breakout #01 – FUSD	*$221,658*
Breakout #02 – City of Flagstaff	*$1,224,482*

Enclosed you will find the Basis of GMP Clarifications, GMP Cost Summary and Schedule of Values, an Enumeration of Documents, and a Construction Schedule.

We look forward to a successful and enjoyable project together. Thank you for this opportunity, please do not hesitate to contact me directly with any questions or comments.

Respectfully submitted,

David Binderim
PreConstruction Manager
CORE Construction

The Basis of GMP 3 is a written explanation clarifying the scope, assumptions and exclusions used in establishing the GMP estimate dated October 28th, 2021.

All costs are based on CORE's incorporation of the scope shown on the 6/15/21 ASI #11 Preliminary Not For Construction documents and the scope clarifications below.

ASSUMPTIONS, CLARIFICATIONS, & EXCLUSIONS

Schedule

- See Schedule – Base Proposal will add 90 business days to our GMP#2 schedule

Contingency

- **Construction Contingency of 4.0% ($58,866 direct cost base proposal) –** Contingency is included in this proposal – Construction Contingency is intended to be used at CORE's discretion to cover costs that have not been identified as a trade specific scope on the GMP setting documents and may require further clarification or coordination. These costs may include scope gap, coordination issues between trades, and missed scope during the subcontractor bidding process. Construction Contingency does not account for design revisions or additional scope requests made by the Owner or Architect.
- **Owner/Design Contingency of a Lump Sum ($15,000 direct cost)** – is included in this proposal – Owner/Design contingency is intended to be used at the owner's discretion to cover unforeseen conditions, design revisions, or additional scope requests made by the Owner and/or Design Team.

Allowances - is NOT included in this proposal.

General Assumptions

- This GMP proposal is valid for 15 days.
- Any cost savings from approved value engineering after executed GMP will be added to the CMAR's Contingency.
- CORE has not included any costs for building permit, mechanical/electrical/plumbing permits.
- We assume normal working hours.
- This GMP proposal includes all costs related to warranty as required in the contract.
- This estimate proposal is considered a Lump Sum, not line item proposal.
- We acknowledge the following Geotechnical Report issued by Western Technologies:
    - Geotechnical Report 2520JB104 dated October 21, 2020
- Normal shrinkage cracking of the slab is expected and shall not be cause for removal or replacement of structurally sound slabs evaluated, and subject to modification by CORE. This would include all polished and sealed concrete areas.

- CORE has not included any existing relocation or new off-site street lighting, Fire Department crossing lighting, or other off-site improvements.
- CORE assumes that the IGA between the school district (owner) and other interested parties in the public and private storm drain work have been finalized and a design based on COREs pricing will be reflected in a permitted submittal. Any differences between our assumptions and the permitted drawings may cause cost impacts.
- CORE assumes that due to lead time on piping material construction will not start until January 2022. Winter conditions have been included. COREs pricing is based on being able to order piping before the end of the year.
- The following agreed to hourly rates will be used to determine and define "Actual Costs". The Actual Costs for each of the agreed to rates includes all normal and customary payroll paid by the Contractor plus all fringe benefits, taxes and insurances.

	Standard Rate	Overtime Rate
Pre-Construction:		
Director of Preconstruction	127	-
Preconstruction Manager	106	-
Preconstruction Coordinator	69	-
Project Management:		
Project Director	132	-
Sr. Project Manager	121	-
Project Manager	106	-
Asst. Project Manager	95	-
Scheduler	102	-
Virtual Construction Director	127	
Virtual Construction Manager	99	
Construction Coordinator	69	-
Project Accountant	69	-
Contracts Administrator	69	-
Information Systems Technician	74	-
Intern	28	42
Field Operations:		
Director of Field Operations	139	-
Sr. Superintendent	121	-
Superintendent	115	-
Asst. Superintendent	93	-
Safety Director	92	-
Carpenters	69	104
Water Truck Driver	69	104
Painters	69	104
Laborers	63	94

Specific Exclusions to GMP

a. FF&E - Furniture, Fixtures, and Equipment
b. Synthetic Turf Field System
c. Electrical utility power pole removal or relocation
d. Any work associated with the City Park or retention basins at this time
e. Any work associated with City/County flood mitigation summit

Other Scope Specific Assumptions and Clarifications:

LINE ITEM 1 | Demolition

1. We have included
    - Roadway, sidewalk, and curb and gutter
2. We have NOT included
    - Remove existing overhead utility pole and relocating any underground utilities not stated on the drawings.

LINE ITEM 6 | Survey & Staking

1. We have included
    - Site Survey and Layout for sidewalks, driveways, and curbs
    - Storm drain layout
    - As Built Survey
2. We have NOT included
    - Mow curb for fields

LINE ITEM 7 | Earthwork & Paving

1. We have included
    - Earthwork Cuts & Fills
    - Export / Import
    - Paving
    - Dust control
    - SWPPP & maintenance

LINE ITEM 8 | Site Utilities

1. We have included
    - Public and private storm drain and catch basins
2. We have NOT included
    - Any underground utility not specifically mentioned above

- Final design for inlet or outlet structures.

LINE ITEM 19 | Site Concrete

1. We have included
    - Sidewalk, and driveway entrance as needed for storm drain work
    - Curb and gutter as needed for storm drain work
2. We have NOT included
    - GMP#2 exclusions

LINE ITEM 24 | Site Furnishings

1. We have NOT included any site furnishings in this GMP

FUSD Killip ES Off-Site Storm Drainage

GMP # 3 - 12.9.21

LOCATION: Flagstaff, AZ
ARCHITECT: DLR Group
DURATION(mnths): 3
WARRANTY(yrs): 2
SITE ACREAGE: 9.8
SQUARE FOOTAGE: NA

#	Description		Base Price	BREAKOUTS - In Base Price: BO #1 Detention Improvements FUSD	BREAKOUTS - In Base Price: BO #2 Detention Improvements City Drainage
	GENERAL REQUIREMENTS		$12,558	$2,377	$10,181
GR1	General Requirements		$9,543	$1,463	$8,080
MT/SI	Material Testing / Special Inspection		$3,015	$914	$2,101
	DEMOLITION/ABATEMENT		$0	$0	$0
	SITE WORK (ROUGH)		$1,062,515	$172,932	$889,583
6	Surveying/Staking		$2,800	$1,400	$1,400
7	Earthwork & Paving		$0	$0	$0
8	Site Utilities		$1,059,715	$171,532	$888,183
	SITE WORK (FINISH)		$68,675	$0	$68,675
19	Site Concrete		$68,675	$0	$68,675
	STRUCTURE		$0	$0	$0
	ENCLOSURE		$0	$0	$0
	INTERIOR FINISHES		$0	$0	$0
	SPECIALTIES		$0	$0	$0
	EQUIPMENT		$0	$0	$0
	MEP SYSTEMS		$0	$0	$0
	SPECIAL SYSTEMS		$0	$0	$0
	CONTINGENCIES & ALLOWANCES		$73,866	$11,322	$62,544
4.0%	Construction Contingency		$58,866	$9,023	$49,843
LS	Design Contingency		$15,000	$2,299	$12,701
0.0%	Escalation Contingency		$0	$0	$0
	Subtotal		$1,217,614	$186,631	$1,030,984
	GENERAL CONDITIONS		SUB TOTAL	SUB TOTAL	SUB TOTAL
REQUIRED	General Conditions		$45,584	$6,987	$38,597
	Subtotal (with GC's and Prof. Services)		$1,263,198	$193,618	$1,069,581
	Subtotal (with GC's, Prof. Services, & Insurance)		$1,292,392	$198,092	$1,094,300
	Subtotal (with GC's, Prof Services, Insurance, & Tax)		$1,373,833	$210,575	$1,163,257
RATE	CONTRACTOR'S FEE		SUB TOTAL	SUB TOTAL	SUB TOTAL
5.00%	Construction Manager At Risk Fee	$1,446,140	$72,307	$11,083	$61,224
	Subtotal (GC's, Prof Services, Insurance, Tax, & Fee)		$1,446,140	$221,658	$1,224,482

	Estimate Amount	BO #1 Detention Improvements FUSD	BO #2 Detention Improvements City Drainage
Estimate Total	**$1,446,140**	**$221,658**	**$1,224,482**

December 9th, 2021

VIA ELECTRONIC MAIL
Bob Kuhn
Asst. Supt. of Operations
Flagstaff Unified School District

RE: GUARANTEED MAXIMUM PRICE PROPOSAL | Killip Elementary School Regional Detention Basins

Dear Bob,

On behalf of CORE Construction, I am pleased to submit our Guaranteed Maximum Price (GMP) proposal for the Killip Elementary School Replacement.

GMP Summary:

Base: Total Guaranteed Maximum Price (4' Deep Basins with Grass seed, Irrigation & Fencing)	**$2,452,226**
Base Breakout #1 –FUSD	*$720,557*
Base Breakout #2 –City of Flagstaff	*$1,731,669*

Enclosed you will find the Basis of GMP Clarifications, GMP Cost Summary and Schedule of Values, an Enumeration of Documents, and a Construction Schedule.

We look forward to a successful and enjoyable project together. Thank you for this opportunity, please do not hesitate to contact me directly with any questions or comments.

Respectfully submitted,

David Binderim
PreConstruction Manager
CORE Construction

The Basis of GMP 3 is a written explanation clarifying the scope, assumptions and exclusions used in establishing the GMP estimate dated October 29th, 2021.

All costs are based on CORE's incorporation of the scope shown on the 6/15/21 ASI #11 Preliminary Not For Construction documents and the scope clarifications below.

ASSUMPTIONS, CLARIFICATIONS, & EXCLUSIONS

Schedule

- See Schedule – Base Proposal will add 30 business days to our GMP#2 schedule

Contingency

- **Construction Contingency of ($166,434 direct cost base proposal) –** Contingency is included in this proposal – Construction Contingency is intended to be used at CORE's discretion to cover costs that have not been identified as a trade specific scope on the GMP setting documents and may require further clarification or coordination. These costs may include scope gap, coordination issues between trades, and missed scope during the subcontractor bidding process. Construction Contingency does not account for design revisions or additional scope requests made by the Owner or Architect.
- **Owner/Design Contingency of a Lump Sum ($50,000 direct cost)** – is included in this proposal – Owner/Design contingency is intended to be used at the owner's discretion to cover unforeseen conditions, design revisions, or additional scope requests made by the Owner and/or Design Team.
- **Escalation Contingency of ($66,574 direct cost)** is included in this proposal – Escalation contingency is intended to be used at CORE's discretion to cover costs due to material or labor price increases that could not be reasonably accounted for. These costs may include oil, asphalt, concrete, piping, hauling, or dumping fees. Escalation Contingency does not account for design revisions or additional scope requests made by the Owner or Architect.

Allowances - is NOT included in this proposal

General Assumptions

- This GMP proposal is valid for 15 days.
- Any cost savings from approved value engineering after executed GMP will be added to the CMAR's Contingency.
- CORE has not included any costs for building permit, grading permits, mechanical/electrical/plumbing permits.
- We assume normal working hours.
- This GMP proposal includes all costs related to warranty as required in the contract.
- This estimate proposal is considered a Lump Sum, not line item proposal.
- We acknowledge the following Geotechnical Report issued by Western Technologies:
    - Geotechnical Report 2520JB104 dated October 21, 2020

- Normal shrinkage cracking of the slab is expected and shall not be cause for removal or replacement of structurally sound slabs evaluated, and subject to modification by CORE. This would include all polished and sealed concrete areas.
- CORE has not included any existing relocation or new off-site street lighting, Fire Department crossing lighting, or other off-site improvements.
- CORE assumes that the IGA between the school district (owner) and other interested parties in the regional retention basin will include any earth or debris removal and possible repair of the finish surface system. CORE assumes no responsibility for damaged done by members of the IGA to the retention basin fields, drainage system or in fill materials, either during construction or after.
- CORE cannot guarantee that a hydroseed system will remain in place or live during or after a flood event depending on the water level, duration of the flood event or cleanup activities after a flood event.
- CORE has not included any field lighting or exterior lighting for the fields.
- The following agreed to hourly rates will be used to determine and define "Actual Costs". The Actual Costs for each of the agreed to rates includes all normal and customary payroll paid by the Contractor plus all fringe benefits, taxes and insurances.

	Standard Rate	Overtime Rate
Pre-Construction:		
Director of Preconstruction	127	-
Preconstruction Manager	106	-
Preconstruction Coordinator	69	-
Project Management:		
Project Director	132	-
Sr. Project Manager	121	-
Project Manager	106	-
Asst. Project Manager	95	-
Scheduler	102	-
Virtual Construction Director	127	
Virtual Construction Manager	99	
Construction Coordinator	69	-
Project Accountant	69	-
Contracts Administrator	69	-
Information Systems Technician	74	-
Intern	28	42
Field Operations:		
Director of Field Operations	139	-
Sr. Superintendent	121	-
Superintendent	115	-
Asst. Superintendent	93	-
Safety Director	92	-
Carpenters	69	104
Water Truck Driver	69	104

Painters	69	104
Laborers	63	94

Specific Exclusions to GMP

a. FF&E - Furniture, Fixtures, and Equipment
b. Electrical utility power pole removal or relocation
c. Debris or earth removal from fields after substantial completion
d. Any work associated with the City Park
e. Any work associated with City/County flood mitigation planning not mentioned below.

Other Scope Specific Assumptions and Clarifications:

LINE ITEM 1 | Demolition

1. We have included
    - Additional demo at field entrance off of 1st street
2. We have NOT included
    - Remove existing overhead utility pole and relocating any underground utilities

LINE ITEM 6 | Survey & Staking

1. We have included
    - Site Survey and Layout for sidewalks, driveways, and landscape curbs
    - Storm drain layout
    - As Built Survey

LINE ITEM 7 | Earthwork & Paving

1. We have included
    - Earthwork Cuts & Fills
    - Export / Import
    - Paving
    - Dust control
    - Flood mitigation
    - Modified parents drop off
    - SWPPP & maintenance

LINE ITEM 8 | Site Utilities

1. We have NOT included
    - Any underground utility not specifically mentioned above
    - Public and private storm drain and catch basins – included in GMP#3

LINE ITEM 15 | Landscaping & Irrigation

1. We have included
    - Reduction of stabilized DG
    - Reduction of Kentucky Blue Grass
    - Reduction of detention basin native seeding
    - Removal of culvert crossing boulders
    - Removal of sports field SOD
    - Landscape curb
    - Modification to various planting and irrigation requirements.
    - All GMP #2 planting and irrigation with the modifications noted above
    - Grass seed mix, irrigation, and soil amendment as needed for grass seed mix
    - Grass seed mix not specified at time of bid
2. We have NOT included
    - GMP#2 exclusions
    - Synthetic Turf System

LINE ITEM 18 | Fencing & Gates

1. We have included
    - GMP#2 inclusions
    - Modified 4' fencing to 6' fencing
    - Added bottom rail to chain-link fencing
    - Added 3' galvanized chain-link fencing between school and fields.
    - Include gates at field access locations
2. We have NOT included
    - GMP#2 exclusions

LINE ITEM 19 | Site Concrete

3. We have included
    - GMP#2 inclusions
    - Modifications to the concrete sidewalk leading to the fields
    - Driveway entrance at 1st street and vehicle access ramps to the fields.
4. We have NOT included

- GMP#2 exclusions
- Concrete Sidewalk note 230 on C-IP01 at the north of the basketball court waiting on updated design

FUSD Killip ES Retention Basins

GMP # 4 - 12.9.21

LOCATION: Flagstaff, AZ
ARCHITECT: DLR Group
DURATION(mnths): 3
WARRANTY(yrs): 2
SITE ACREAGE: 9.8
SQUARE FOOTAGE: NA

#	Description		Base Price	BREAKOUTS - In Base Price	
				BO #1 Detention Improvements FUSD	BO #2 Detention Improvements City Drainage
	GENERAL REQUIREMENTS		**$12,558**	**$5,686**	**$6,873**
GR1	General Requirements		**$9,543**	$4,772	$4,772
MT/SI	Material Testing / Special Inspection		**$3,015**	$914	$2,101
	DEMOLITION/ABATEMENT		**$0**	**$0**	**$0**
	SITE WORK (ROUGH)		**$1,448,986**	**$218,857**	**$1,230,129**
6	Surveying/Staking		**$5,900**	$3,300	$2,600
7	Earthwork & Paving		**$1,443,086**	$215,557	$1,227,529
8	Site Utilities		**$0**	$0	$0
	SITE WORK (FINISH)		**$349,753**	**$239,633**	**$110,120**
15	Landscaping & Irrigation		**$152,442**	$152,442	$0
18	Fencing & Gates		**$99,056**	$57,936	$41,120
19	Site Concrete		**$98,255**	$29,255	$69,000
	STRUCTURE		**$0**	**$0**	**$0**
	ENCLOSURE		**$0**	**$0**	**$0**
	INTERIOR FINISHES		**$0**	**$0**	**$0**
	SPECIALTIES		**$0**	**$0**	**$0**
	EQUIPMENT		**$0**	**$0**	**$0**
	MEP SYSTEMS		**$0**	**$0**	**$0**
	SPECIAL SYSTEMS		**$0**	**$0**	**$0**
	CONTINGENCIES & ALLOWANCES		**$283,008**	**$94,336**	**$188,672**
	Construction Contingency		**$166,434**	$55,478	$110,956
	Design Contingency		**$50,000**	$16,667	$33,333
	Escalation Contingency		**$66,574**	$22,191	$44,383
Subtotal			**$2,094,305**	**$558,511**	**$1,535,794**
	GENERAL CONDITIONS		**SUB TOTAL**	**SUB TOTAL**	**SUB TOTAL**
REQUIRED	General Conditions		**$47,707**	**$24,053**	**$23,654**
Subtotal (with GC's and Prof. Services)			**$2,142,012**	$582,564	$1,559,448
Subtotal (with GC's, Prof. Services, & Insurance)			**$2,191,516**	$604,526	$1,586,990
Subtotal (with GC's, Prof Services, Insurance, & Tax)			**$2,329,615**	$665,988	$1,663,627
RATE	**CONTRACTOR'S FEE**		**SUB TOTAL**	**SUB TOTAL**	**SUB TOTAL**
5.00%	Construction Manager At Risk Fee	$2,452,226	**$122,611**	**$54,569**	**$68,042**
Subtotal (GC's, Prof Services, Insurance, Tax, & Fee)			**$2,452,226**	$720,557	$1,731,669
		Estimate Amount		**BO #1 Detention Improvements FUSD**	**BO #2 Detention Improvements City Drainage**
Estimate Total		**$2,452,226**		**$720,557**	**$1,731,669**

RESOLUTION NO. 2022-01

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN FLAGSTAFF UNIFIED SCHOOL DISTRICT AND THE CITY OF FLAGSTAFF FOR STORM WATER DETENTION AND DRAINAGE IMPROVEMENTS AT KILLIP ELEMENTARY SCHOOL

RECITALS:

WHEREAS, the Flagstaff Unified School District and City of Flagstaff desire to enter into an intergovernmental agreement for storm water detention and drainage improvements at Killip Elementary School; and

WHEREAS, a result of the Museum Fire in 2019, post-wildfire flooding has impacted the Spruce Avenue wash with storm water flows substantially greater than pre-Museum Fire conditions; and

WHEREAS, the Killip school site is located within the Spruce Avenue wash watershed and was directly impacted by post-wildfire flooding during the 2021 monsoon season, causing significant damage to the former school buildings on site; and

WHEREAS, in Fall 2021, community partners, including the City, District, Coconino County, County Flood Control District, and the National Forest Service, met with technical engineers to discuss mitigation strategies for the Spruce Avenue wash; and

WHEREAS, during that engineering summit, the attendees identified Killip as an ideal site for construction of a potential long-term mitigation project due to its direct and historic alignment with the Spruce Avenue wash flow; and

WHEREAS, with the Killip site under construction, and the construction plans already including two large open field areas, the engineering team identified and designed an on-site detention basin and underground storm water infrastructure connection from the basin to the existing storm water system as an important mitigation strategy that will be a critical piece of the overall storm water infrastructure in the area (the “Project”); and

WHEREAS, the detention basin system will lessen the burden on all government resources and provide a safer environment for the residents that are now living in the compromised watershed; and

WHEREAS, the District has provided an opportunity to include the detention basin system in the new school construction project by allowing the open field areas on site to be redesigned as detention basins that will also serve as school athletic fields, and the undergrounding of the storm water pipe on the Killip site; and

WHEREAS, the District’s publicly-procured CMAR contractor that is already on site completing construction of the new school facilities, CORE Construction, has agreed to deliver the detention basin system, which will ensure completion of the Project prior to the 2022 monsoon season; and

WHEREAS, the cost of the detention basin system will be funded by the District and City, with

each party contributing their agreed-upon proportionate share; and

WHEREAS, the District and City desire to enter into an intergovernmental agreement to allocate the responsibilities and obligations of each party to fund, construct, and maintain the Project.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Flagstaff Unified School District and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 4th day of January, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
IGA

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF FLAGSTAFF AND
FLAGSTAFF UNIFIED SCHOOL DISTRICT
FOR STORM WATER DETENTION AND DRAINAGE IMPROVEMENTS
AT KILLIP ELEMENTARY SCHOOL

This Intergovernmental Agreement (hereafter "Agreement") is made and entered into effective the _____ day of January, 2022, by and between the CITY OF FLAGSTAFF, a political subdivision of the State of Arizona (hereafter "City") and FLAGSTAFF UNIFIED SCHOOL DISTRICT (hereafter "District"). The City and District may be referred to in this Agreement individually as "Party" or together as "Parties," as the case may be.

RECITALS

A. A.R.S. §11-952 provides that public agencies, including the City and District, may enter into intergovernmental agreements for the provision of services or for joint or cooperative action.

B. A.R.S. §15-342(13) authorizes the District to enter into intergovernmental agreements under A.R.S. §11-952 with another governing body such as the City with such agreement being exempt from competitive bidding under the procurement rules.

C. The District owns certain real property located at 2300 E. Sixth Avenue, Flagstaff, AZ 86004, commonly known as Killip Elementary School ("Killip"). The District is currently constructing a new school on the site to replace an existing set of school buildings.

D. As a result of Museum Fire in 2019, post-wildfire flooding has impacted the Spruce Avenue wash with storm water flows substantially greater than pre-Museum Fire conditions.

E. The Killip school site is located within the Spruce Avenue wash watershed and was directly impacted by post-wildfire flooding during the 2021 monsoon season, causing significant damage to the former school buildings on site.

F. In Fall 2021, community partners, including the City, District, Coconino County, County Flood Control District, and the National Forest Service, met with technical engineers to discuss mitigation strategies for the Spruce Avenue wash.

G. During that engineering summit, the attendees identified Killip as an ideal site for construction of a potential long-term mitigation project due to its direct and historic alignment with the Spruce Avenue wash flow.

H. With the Killip site under construction, and the construction plans already including two large open field areas, the engineering team identified and designed an on-site detention basin and underground storm water infrastructure connection from the basin to the existing storm water system as an important mitigation strategy that will be a critical piece of the overall storm water infrastructure in the area (the "Project").

I. The detention basin system will lessen the burden on all government resources and provide a safer environment for the residents that are now living in the compromised watershed.

J. The District has provided an opportunity to include the detention basin system in the new school construction project by allowing the open field areas on site to be redesigned as detention basins that will also serve as school athletic fields, and the undergrounding of the storm water pipe on the Killip site.

K. The District's publicly-procured CMAR contractor that is already on site completing construction of the new school facilities, CORE Construction, has agreed to deliver the detention basin system, which will ensure completion of the project prior to the 2022 monsoon season.

L. The cost of the detention basin system will be funded by the District and City, with each party contributing their agreed-upon proportionate share.

M. The Parties desire to enter into an intergovernmental agreement to allocate the responsibilities and obligations of each Party to fund, construct, and maintain the Project.

AGREEMENT

NOW, THEREFORE, pursuant to A.R.S. §11-952, authorizing agreements for joint exercise of authority among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to identify the roles and responsibilities of the Parties with respect to funding, construction, and maintenance of the Project.

2. Responsibilities of the District

A. The District shall be responsible for construction of the Project through CORE Construction as the contractor engaged to construct the new Killip school site. The Project is more specifically described in the design plans attached as Exhibit A.

B. The District shall remain directly responsible for payment to CORE Construction for its work on the new Killip school site, including the Project.

C. After construction and integration of the Project into City storm water and flood facilities, the District shall be responsible for general maintenance and upkeep of the athletic fields and any related infrastructure.

3. Responsibilities of the City

A. The City shall reimburse District the cost of its proportional share of the Project upon presentation of invoices from the District for such costs with appropriate supporting documentation.

B. The City will maintain underground storm water infrastructure installed in connection with the Project and be responsible for any post-flooding debris removal from the detention basin constructed in connection with the Project.

C. In connection with any post-flooding debris removal, the City will be responsible for repairing any damage to the detention basins caused by debris removal efforts; however, the City's obligations under this section are limited to leveling the detention basin areas and replanting native grass seed. If the District improves the detention basins by installing sod, synthetic turf, athletic fields, or any other improvement, the City will not be responsible for the maintenance, repair, or reconstruction of any of those improvements after post-flood debris removal. It is the intent of the Parties that upon completion of the Project, they will work together to develop a separate agreement concerning the ongoing maintenance of the detention basins and underground infrastructure.

4. Funding; Financial Responsibilities

The Project contains two distinct elements: (1) construction of detention basins, and (2) construction of underground storm water infrastructure connecting the detention basins to the City's existing storm water system. A detailed breakdown of the total cost of each element is provided in separate Guaranteed Maximum Price (GMP) scoping documents provided by CORE Construction, which are attached as Exhibit B. The District and City have agreed that each Party has a proportional responsibility for each element, which is as follows:

A. <u>Detention Basins</u>

Total Cost:	$2,452,226
District Proportional Share:	$720,557
City Proportional Share:	$1,731,669

B. <u>Underground Storm Water Infrastructure</u>

Total Cost:	$1,446,140
District Proportional Share:	$221,658
City Proportional Share:	$1,224,482

As provided above, the District shall be responsible for construction of the Project through CORE Construction, and will be responsible for all payments to CORE. The City will reimburse the District for its proportional share at times consistent with the District's payment schedules under its contract with CORE. If the cost of either Project element exceeds the amounts identified in the respective GMP, the City will reimburse the District

a proportional amount of the difference consistent with the proportional shares identified above.

5. Effective Date; Term; Termination

A. This Agreement shall be effective as of the date it has been approved by the City Council and the District Governing Board and shall remain in full force and effect until (1) the Project is complete, and (2) the Parties have entered into a separate agreement concerning the ongoing maintenance of the detention basins and underground infrastructure, unless terminated earlier, except that it may be amended upon written agreement of the Parties.

B. This Agreement may be terminated at any time upon the mutual agreement of the Parties, which shall be in writing.

6. Insurance

Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

7. Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney fees, (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers

8. Agents, Employees, and Contractors

Agents, employees, and contractors hired by a Party to provide services under this Agreement shall be and remain the agents, employees, and contractors of the hiring Party solely, and shall not be considered agents, employees, or contractors of the other Party.

9. Cancellation for Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

10. Compliance with All Laws

Each Party shall comply with all federal, state, and local laws, rules, and regulations.

11. Execution Procedure

This Agreement will be executed in counterparts by the governing body of each Party.

12. Non-Discrimination

Each Party shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.

13. Legal Arizona Workers Act Compliance

As mandated by A.R.S. § 41-4401, each Party (a) warrants the Party's compliance with all federal immigration laws and regulations that relate to the Party's employees and their compliance with A.R.S. § 23-214(A); (b) acknowledges that a breach of the warranty in subsection (a) of this section shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement; and (c) retains the legal right to inspect the papers of any contractor or subcontractor employee who works pursuant to this Agreement to ensure compliance with the warranty.

14. Non-appropriation

This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

15. No Third Party Beneficiaries

The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

16. Default

Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder:

A. A Party's failure to observe or perform any of the material covenants, conditions, or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure continues for thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party; provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate

cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under the circumstances to cure the default.

B. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.

17. Notices

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the Party to be notified, or to such other address, notice of which is given in accordance with this Section:

CITY: City of Flagstaff
Attn: Greg Clifton
211 W. Aspen
Flagstaff, AZ 86001

With a copy to: City Attorney's Office
Attn: Sterling Solomon
211 W. Aspen
Flagstaff, AZ 86001

DISTRICT: Flagstaff Unified School District No. 1
Attn: Michael Penca, Superintendent
3285 E. Sparrow Ave.
Flagstaff, AZ 86004

With a copy to: Mangum Wall Stoops & Warden, PLLC
Attn: Brandon J. Kavanagh
112 N. Elden Street
Flagstaff, AZ 86001

18. Governing Law

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Arizona.

19. Authority Contract

Each Party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder and has taken all required acts or actions necessary to authority the same.

20. Dispute Resolution

The Parties shall have the right to litigate any disputes which arise under this Agreement. Any litigation brought by a Party against another Party to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the Parties in connection with this Agreement, the prevailing Party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing Party. To the extent required by A.R.S. § 12-1518, the parties to this Agreement agree to resolve all disputes arising out of or relating to this contract through arbitration.

21. Construction

This Agreement shall be construed and in accordance with its fair meaning. This Agreement shall not be construed for or against either Party.

22. Integration; Modification

All Parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except as expressed in this Agreement, and that this Agreement constitutes the Parties' entire agreement with respect to the matters addressed. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded by and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for both Parties, and any such modification or amendment will become effective on the date so specified.

23. Severability

In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect.

24. Waiver

No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision hereof, nor shall any waiver by either Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach of this Agreement.

25. Headings

The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

CITY:
City of Flagstaff, a municipal corporation

_____
City Manager

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

DISTRICT:
Flagstaff Unified School District No. 1,
a political subdivision of the State of Arizona

_____
Michael Penca, Superintendent

Attest:

_____

Approval as to form:

_____
Mangum Wall Stoops & Warden PLLC