

COMBINED SPECIAL MEETING/WORK SESSION AGENDA

COMBINED SPECIAL MEETING/WORK SESSION
TUESDAY
MAY 23, 2023

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.

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 work session, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. **ROLL CALL**

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

MAYOR DAGGETT
VICE MAYOR ASLAN
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE

COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
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 items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

5. **Proclamation:** Public Works Week

6. **Proclamation:** Jewish American Heritage Month

7. **Consideration of Appointments:** Board of Adjustment.

STAFF RECOMMENDED ACTION:

Make three appointments to terms expiring May 2025.

8. **Consideration and Adoption of Resolution No. 2023-28:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the City of Flagstaff and the City of Phoenix for recyclable materials processing.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2023-28 by title only
- 2) City Clerk reads Resolution No. 2023-28 by title only (if approved above)
- 3) Adopt Resolution No. 2023-28

9. **Consideration and Approval of Contract:** Emergency Contract for the Purchase of Materials/Services with Joe Dirt Excavating, Inc. for emergency hauling services of commingled recyclables in an amount not to exceed \$200,000.

STAFF RECOMMENDED ACTION:

1. Ratify Contract No 2023-130: Emergency Contract for the Purchase of Materials/Services with Joe Dirt Excavating, Inc. for emergency hauling services of commingled recyclables in an amount not to exceed \$200,000; and
2. Authorize the City Manager to execute the necessary documents.

10. **Consideration and Adoption of Resolution No. 2023-21:** A resolution approving the filing of condemnation proceedings to acquire easements necessary for the Switzer Canyon Water Transmission Main Project, Phase IV.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2023-21 by title only
- 2) City Clerk reads Resolution No. 2023-21 by title only (if approved above)
- 3) Adopt Resolution No.2023-21

11. **Future Agenda Item Request (F.A.I.R.):** A Citizens' Petition titled Heavy Industrial Adjacent to Residential
Council direction.

12. **Adjournment**

WORK SESSION

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 work session, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. **City Manager Report**
Information Only

3. Flagstaff Emergency Operations Plan Development
On March 13, 2023 the City Council approved a Consulting Services Contract with EM Partners.

EM Partners will utilize the Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide (CPG) 101 – Developing and Maintaining Emergency Operations Plans to guide our development of the City of Flagstaff Emergency Operations Plan (EOP). They will ensure the plan aligns with the National Incident Management System (NIMS), the Coconino County EOP, which EM Partners is currently updating, and the Arizona State Emergency Response and Recovery Plan (SERRP), in order to accurately reflect operational relationships between governmental levels. As part of CPG 101, FEMA outlines a six-step planning process

which is flexible and adaptable to the specific needs of jurisdictions. Our team will follow this planning process, while applying national standards for planning in our approach, and creating the EOP to be both aligned with these standards and unique to the City of Flagstaff. These steps, 1) Project Scoping and Management, 2) Data Collection and Analysis, and 3) Plan Development will inform our streamlined and systematic approach to supporting the City of Flagstaff EOP development project.

4. **Butler and Beaver Pilot Bike Program Update**

Staff recommend removing the separated bike lanes on both roads and replacing them with a painted bike buffer. Staff also recommend pursuing a raised sidewalk design to construction with Safe Streets for All (SS4A) grant funding to replace the separated bike lanes.

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

6. **Public Participation**

7. **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 _____, 2023.

Stacy Saltzburg, MMC, City Clerk

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 05/09/2023
Meeting Date: 05/23/2023



TITLE:

Consideration of Appointments: Board of Adjustment.

STAFF RECOMMENDED ACTION:

Make three appointments to terms expiring May 2025.

Executive Summary:

The Board of Adjustment is made up of seven citizens and holds hearings on requests for variances and appeals of decisions by the Planning Director and Zoning Administrator. The Board does not have the authority to change zoning law. There are currently three seats available on the Board.

There are three (3) applications on file for consideration by the Council, they are as follows:

- Devin Kelley
- James Maloney
- Jed Westover

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember House, Councilmember Matthews, and Councilmember McCarthy

Financial Impact:

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

Policy Impact:

None

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

Inclusive and Engaged Community - Foster community pride and civic engagement; advance social equity and social justice in Flagstaff; facilitate and foster diversity and inclusivity; and enhance community outreach and engagement opportunities.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1. Appoint three Board Members: By appointing members at this time, the Board of Adjustment will be at full membership, allowing the group to meet and provide recommendations to the City Council.
2. Table the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

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

Community Involvement:

INFORM: The vacancies are posted on the City's website, and have been made known through word of mouth by City staff and current board and commission members.

Attachments: [BOA Authority](#)

CHAPTER 2-10 BOARD OF ADJUSTMENT

SECTIONS:

- 2-10-001-0001 ESTABLISHMENT OF THE BOARD
- 2-10-001-0002 MEMBERSHIP
- 2-10-001-0003 MEETINGS
- 2-10-001-0004 POWERS AND DUTIES
- 2-10-001-0005 APPEALS
- 2-10-001-0006 RESTRICTIONS

2-10-001-0001 ESTABLISHMENT OF THE BOARD

There is hereby created a Board of Adjustment (the "Board"). (1978 Code; Ord. 2010-35, Amended, 11/16/2010)

2-10-001-0002 MEMBERSHIP

The Board of Adjustment shall be composed of seven (7) voting members.

- A. Six (6) members shall be appointed by the Mayor and City Council from the citizens of the City of Flagstaff.
- B. One (1) member shall be appointed by the City Council from the membership of the Planning and Zoning Commission.
- C. Terms shall be for three (3) years for members.
- D. The Board shall elect from its voting members a Chairperson and a Vice-Chairperson who shall serve for a term of one (1) year. The Chairperson shall have the power to administer oaths and take evidence. (Ord. 2010-35, 11/16/2010; Ord. 2014-28, Amended, 11/18/2014)

2-10-001-0003 MEETINGS

The meetings of the Board of Adjustment shall be open to the public and held at the time and place adopted for the regular monthly meetings of the Board. Meetings shall be conducted in accordance with the Board and Commission Members' Rules and Operations Manual adopted by resolution of the Flagstaff City Council, and in compliance with all other local, State, and Federal laws. The minutes of its proceedings, showing the vote of each member and records of its examinations and other official actions shall be kept by the City Clerk as a public record.

A quorum shall consist of four (4) voting members of the Board. (Ord. 2010-35, 11/16/2010; Ord. 2014-28, Amended, 11/18/2014; Ord. 2016-30, Amended, 07/05/2016)

2-10-001-0004 POWERS AND DUTIES

The Board of Adjustment ("Board") is a quasi-judicial administrative body established by the City Council that functions on the level between enforcement officers and the Courts. The Board interprets the meaning and spirit of City Code Title 10 (Zoning Code) as enacted by the City Council; it does not have authority to make or change zoning law. The Board of Adjustment shall have the powers and duties per A.R.S. § 9-462.06 to:

- A. Hear and decide appeals in which it is alleged there is an error in an order, requirement, or decision made by an administrative official in the enforcement of City Code Title 10 (Zoning Code).

- B. Hear and decide appeals for variances from the terms of the Zoning Code only if, because of special circumstances applicable to the property, including its size, shape, topography, location, or surroundings, the strict application of the Zoning Code will deprive such property of privileges enjoyed by other property of the same classification in the same zoning district. Any variance is subject to such conditions as will ensure that the adjustment authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located.

- C. Reverse or affirm, wholly or in part, or modify the order, requirement, or decision of an administrative officer appealed from, and make such order, requirement, decision, or determination as necessary.

- D. Adopt such rules of procedure necessary for the administration of responsibilities consistent with these regulations. (Ord. 2010-35, 11/16/2010)

2-10-001-0005 APPEALS

Any person aggrieved by a decision of the Board of Adjustment may, at any time within thirty (30) days after the Board has rendered its decision, file a complaint for special action in the superior court to review the Board's decision. Filing the complaint does not stay proceedings on the decision sought to be reviewed, but the court may, on application, grant a stay and on final hearing may affirm or reverse, in whole or in part, or modify the decision reviewed. (Ord. 2010-35, 11/16/2010)

2-10-001-0006 RESTRICTIONS

The Board of Adjustment may not:

- A. Make any changes in the uses permitted in any zoning classification or zoning district, or make any changes in the terms of the Zoning Code provided the restriction in this paragraph shall not affect the authority to grant variances pursuant to this Chapter and Division 10-20.70 (Variances).
- B. Grant a variance if the special circumstances applicable to the property are self-imposed by the property owner.
- C. Grant a variance on an appeal for any of the following:
1. Conditions or stipulations of a Zoning Map amendment.
 2. Conditions of a Subdivision Plat recommended for approval by the Planning and Zoning Commission or as approved by the City Council, or of a Land Split Map.
 3. Conditions of a Development Agreement.
 4. Conditions of an Annexation Agreement or ordinance.
 5. Conditions of a Conditional Use Permit.
 6. Conditions of a Resource Mitigation Case.
 7. Illegal or Prohibited Uses in any zoning district.
 8. Illegal or Prohibited Signs, as listed in Division 10-50.100 (Sign Standards), in any district.
 9. Determination of a requirement for a General Plan Amendment by the Planning Director.
- D. Applications for any of the above-listed items shall not be accepted or processed, nor will the Board of Adjustment schedule or conduct meetings regarding the same. (Ord. 2010-35, 11/16/2010)

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Scott Overton, Public Works Director
Co-Submitter: Evan Tyrrell
Date: 05/11/2023
Meeting Date: 05/23/2023



TITLE:

Consideration and Adoption of Resolution No. 2023-28: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the City of Flagstaff and the City of Phoenix for recyclable materials processing.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2023-28 by title only
- 2) City Clerk reads Resolution No. 2023-28 by title only (if approved above)
- 3) Adopt Resolution No. 2023-28

Executive Summary:

On May 4, 2023, the City of Flagstaff acquired the Materials Recovery Facility at 1800 N. Butler Ave as a result of a termination agreement with the third party contractor and operator, Norton Environmental. On May 8, 2023, the City of Flagstaff resumed collection of the community residential recycling materials and began utilization of the facility for a transfer tipping floor warehouse in a portion of the building to support the long haul truck loading logistics to send the recyclables to a Materials Recovery Facility owned by the City of Phoenix located at 30205 N. Black Canyon Highway. Once loaded onto semi-trucks the recyclables are delivered to the City of Phoenix North Gateway Materials Recovery Facility.

The Intergovernmental Agreement (IGA) formalizes our relationship and clearly articulates the terms and conditions required of all parties to extend the utilization of the facility for the benefit of the residents of the City of Flagstaff.

Financial Impact:

Flagstaff will pay, or receive a credit from, Phoenix for each ton of Recyclables accepted and processed at the MRFs. The per ton Processing Fee that Flagstaff pays will be applied against the calculated Average Quarterly Outbound Blended Rate (AQOBR) per ton shipped by Phoenix from the MRFs. The AQOBR will be calculated quarterly using the blended rate at the North Gateway Transfer Station. If the AQOBR is higher than the Processing Fee, the excess revenue, net of the Processing Fee, will be 50% for the City of Flagstaff and 50% for the City of Phoenix. An AQOBR that is less than the Processing Fee will result in a charge to Flagstaff that will not exceed the Processing Fee.

For FY 2023-24, the Solid Waste Fund has \$750,000 budgeted for the operation of the transfer station, transportation cost of the recyclables and the recycling processing cost net of any revenue offsets. The annual estimated cost of the transportation and recycling processing fee is between \$850,000 and

\$1.7M. The Solid Waste Fund will be adjusting its budget for FY 2023-24 to absorb these additional costs.

The financial analysis of delivered recyclables is in evaluation and the City is working through multiple scenarios and alternatives that will not only yield the best practices of processing but a competitive fee structure to process. This IGA has been deemed financially acceptable and is clear, open, and fair to both parties.

Policy Impact:

This agreement is essential to continue the community recycling program and collection of recyclables. The MRF that is owned by City of Phoenix is a modern , high-functioning facility that performs well. Our recyclables after shipment are added to the tonnage for further processing and forwarded to secondary markets to be utilized in a future cycle of product.

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

CNP Strategy SC-3 - Divert more waste from the landfill

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

1. Secure alternative locations for the community recyclables with other government or private providers.
2. Landfill the collected recycle product after collections

Community Benefits and Considerations:

This IGA allows for an efficient means of processing the community collected recyclables. The cost to build a smaller local facility is very high and it has been demonstrated that the financial solvency of such a plant operation is not in the best interest of the City. The scale and large volume processing at the Phoenix facility has resulted in continued investment in technology and plant operations creating a best case scenario. In addition to the high quality processing, the volume of commodity post-processing likely results in a stronger market return and will meet community substantiality goals more effectively.

Community Involvement:

While there has not been community involvement in this IGA agreement, Public Works recognizes the high level of interest and community desire to participate in a meaningful way as we transition to a regional transfer station model supported by trucking to a larger high production facility. One area of improvement requiring strong community involvement and continued education will be to reduce initial consumption and setting more aggressive diversion rates while reducing overall contamination. This effort will require a strong commitment by the entire community and Public Works will be working closely with Sustainability to chart the best path to success with measurable results.

Attachments: Res. 2023-28
 City of Phoenix IGA

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND THE CITY OF PHOENIX FOR RECYCLABLE MATERIALS PROCESSING

RECITALS:

WHEREAS, the City of Flagstaff (“Flagstaff”) has recently taken control of the Flagstaff Materials Recovery Facility located at 1800 N. Butler, and because the Flagstaff facility is no longer capable of processing recyclables, it is essential that a processing facility is secured for collected community recyclables to resume regular collections of recyclables for the residents and businesses of Flagstaff; and

WHEREAS, the City of Phoenix (“Phoenix”) is the owner of the North Gateway Materials Recovery Facility located at 30205 N. Black Canyon Highway and the 27th Avenue Materials Recovery Facility located at 3060 S. 27th Avenue (collectively referred to as the “Phoenix MRFs”); and

WHEREAS, Flagstaff and Phoenix believe it would be advantageous for Flagstaff to deliver its collected community recyclables to Phoenix for processing; and

WHEREAS, Flagstaff and Phoenix desire to enter into an intergovernmental agreement with to allow delivery of Flagstaff’s collected community recyclables materials to the Phoenix MRFs for processing; and

WHEREAS, the purpose of this intergovernmental agreement is to set forth the parties’ respective rights and obligations pertainin to Phoenix’s acceptance of Flagstaff’s recyclables at the Phoenix MRFs.

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 the City of Phoenix 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 23rd day of May, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Phoenix MRFs IGA

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF PHOENIX
AND
CITY OF FLAGSTAFF

City Contract No. _____

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into as of June 1, 2023, by and between the City of Phoenix, an Arizona municipal corporation (“Phoenix”) and the City of Flagstaff, an Arizona municipal corporation (“Flagstaff”) (collectively, the “Parties”).

RECITALS

A. Arizona Revised Statutes, Sections 11-951 through 11-954 provide that public agencies may enter into intergovernmental agreements for the provision of services or for joint or cooperative action. The parties hereto acknowledge that this Agreement constitutes an Intergovernmental Agreement within the meaning of Arizona Revised Statutes, Sections 11-952.

B. Phoenix is empowered by Chapter II, Section 2 of the Phoenix Charter to enter into this Agreement and has, by City Council Action on _____, authorized the undersigned to execute this Agreement on behalf of Phoenix.

C. Flagstaff is empowered to enter into this Agreement by Flagstaff City Charter Art. I. §3, and has, by City Council Action on May 23, 2023, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of Flagstaff.

D. Phoenix is the owner of the North Gateway Materials Recovery Facility located at 30205 N. Black Canyon Highway and the 27th Avenue Materials Recovery Facility located at 3060 S. 27th Avenue (MRFs). Together, these two facilities are herein collectively referred to as “MRFs”. Phoenix has contracted with Balcones Recycling Phoenix, LLC for the operation of both MRFs during part or all of this Agreement. Phoenix represents to Flagstaff that Balcones Recycling Phoenix, LLC currently acts on behalf of Phoenix for the operation and maintenance of the MRF’s.

E. Flagstaff desires to enter into this Agreement with Phoenix to allow delivery by a third-party hauler of recyclable materials collected by Flagstaff and have Phoenix process Flagstaff’s recyclable materials at both MRFs.

F. Phoenix and Flagstaff believe it would be advantageous for Flagstaff to deliver to Phoenix, and Phoenix to accept Recyclable material at the MRFs from the standpoint of efficiency of collection and disposal, vehicle routing, avoidance of excessive travel times and distances, fuel economy and efficiency, and reduction of air pollution. Additionally, Flagstaff may also choose to use Phoenix facilities for green organics diversion and/or disposal of Municipal Solid Waste (MSW).

G. The purpose of this Agreement is to set forth the Parties' respective rights and obligations with respect to Phoenix's acceptance of Flagstaff's Recyclables at the MRFs.

Now, therefore, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

"Average Quarterly Outbound Blended Rate" means the average sales price per ton for all material sorted and sold at the North Gateway MRF during a calendar month including tonnage from rejects.

"Hazardous Waste" means: (1) any material or substance which by reason of its composition or characteristics is (a) toxic or hazardous waste as defined in either the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq., as replaced or amended, or any laws of similar purpose or effect, and such policies or regulations thereunder, or under relevant state law as replaced or amended, or any laws of similar purpose or effect, and any rules, regulations, or policies thereunder, or (b) special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954; (2) other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for transfer through, transportation by, or disposal from or to a Facility; and (3) any material which would result in process residue being Hazardous Waste under (1) or (2) above.

"Hot Load" means any load of materials delivered to the MRFs which is emitting smoke, fire, or fumes and which may be in imminent danger of fire or explosion.

"Hours and Days of Operation" means those hours that the MRFs receive Recyclables, as posted and noticed from time to time. Currently, the MRFs receive Recyclables from 5:30 a.m. to 5:00 p.m., Mondays through Fridays, excluding Phoenix-observed holidays unless the holiday is a designated Solid Waste collection day for City of Phoenix residents.

"MSW" means Municipal Solid Waste or any garbage, bulk trash, and other materials or products, including putrescible and non-putrescible waste, organic and inorganic waste, combustible and noncombustible waste, and liquid nonhazardous waste discarded by the public, but not including hazardous waste or human body parts.

"Processing Fee" means the sum of the processing fee paid to the Material Recovery Facility processor, revenue share to the processor and any City of Phoenix operating costs to run the recycling facility not covered by what is paid to the processor.

"Recyclables" means post-consumer residential and commercial/business materials as accepted in the Phoenix Recycles program, having residual value and suitable for use in other products. The list of acceptable materials may be modified by Phoenix, with reasonable notice to the City of Flagstaff, at any time at the sole discretion of Phoenix.

“Rejects” means non-recyclable waste that is delivered to the facility which is segregated from Recyclable materials during processing.

“RFID” means radio frequency identification. It is a device that is attached to the delivery vehicle and that will be electronically read when the delivery vehicle travels over the unmanned scale. This device transmits a unique signal and electronically tracks tonnages, trucks, times, etc.

"Special Waste" means any waste that is now or hereafter defined as a special waste under or pursuant to Ariz. Rev. Stat. §§ 49-851 et seq. or any other waste that requires special handling under federal, state, or local laws or regulations.

“Ton” means a short ton of two thousand (2,000) U.S. pounds.

"Unacceptable Waste" means that portion of solid waste, such as, but not limited to: (1) explosives, radioactive materials, untreated bio-hazardous medical waste as defined in A.A.C. R18-13-1401, cesspool waste, or sewage sludge; (2) motor vehicles, including major motor vehicle parts, agricultural and farm machinery and equipment; (3) waste tires; (4) used oil; (5) that which in the reasonable judgment of Phoenix may present a risk to health or to safety, or has a reasonable possibility of adversely affecting the operation of its MRF; or (6) waste not authorized for disposal at the MRFs by those entities having jurisdiction over any waste, the disposal of which would constitute a violation of any governmental requirement pertaining to the environment, or health or safety. Unacceptable Waste also includes any waste that is now or hereafter defined by federal law or by the disposal jurisdiction as radioactive, dangerous, hazardous; or extremely hazardous waste.

AGREEMENT

1. Term. The term of this Agreement shall be for a period of 12 months beginning on June 1, 2023 and ending on May 31, 2024. This Agreement may be renewed in one (1) year increments for a total of four (4) renewal years upon written mutual agreement of the City of Phoenix Public Works Director and the City of Flagstaff Public Works Director.
2. Phoenix's Acceptance. Phoenix will accept up to 12,000 tons of recyclable materials per year from Flagstaff at the MRFs as part of the Phoenix Recycles program. Flagstaff's third-party hauler will be able to deliver Recyclables to the MRFs during their Hours and Days of Operation and may bring Recyclables on other days as approved in advance by Phoenix.
3. Flagstaff's Delivery. On an annual basis, Flagstaff, through a third-party hauler, may deliver up to 12,000 tons of recyclable material to the MRFs. Flagstaff shall, in good faith, deliver only acceptable recycling materials to the MRFs for processing. Flagstaff agrees to inform its residents of proper recycling practices and also agrees to enforce proper recycling practices. Flagstaff shall be responsible for arranging a recycling processing contingency plan in the event of circumstances resulting in Phoenix not being able to operate the MRFs. Flagstaff shall observe and obey all Phoenix hours of operation, rules of conduct, traffic patterns and speed limitations while on Phoenix property. Flagstaff shall make an effort to coordinate with Phoenix its scheduled delivery of recyclable materials during workdays.

Upon execution of this Agreement, Flagstaff shall provide Phoenix with its good faith projections, in writing, of the monthly tonnage that it expects to deliver to the MRF's which may be modified in writing and provided to Phoenix as reasonably necessary by Flagstaff. Flagstaff may not deliver more than twenty percent (20%) above its projected tonnage on a monthly basis to the MRF's without prior approval by Phoenix. These projections are intended for planning purposes and are not to be considered contractual commitments to deliver such projected tonnage.

4. Municipal Solid Waste Delivery. Under this agreement, Flagstaff may also deliver municipal solid waste to the City of Phoenix solid waste facilities at a quantity and rate that shall be negotiated by the Parties in advance of the time of delivery. The rate shall be no more than the then-current Phoenix disposal fee.
5. Weighing of Recyclables. Each vehicle delivering Recyclables shall have a vehicle identification number permanently indicated and conspicuously displayed on the exterior of the vehicle which is readily visible to the MRFs staff. In the event the scales become temporarily inoperable due to testing or malfunction, Phoenix shall estimate the weight of Recyclables on the basis of truck volume and historical data obtained through operation of the MRFs. These estimates shall serve as official records for the duration of the scale outage. In such case, a handwritten ticket may be substituted for the computer copy. In consideration for use of automated scales at the MRFs, Flagstaff shall make all vehicles used for delivery of Recyclables available for installation of RFID devices, and obtaining of a certified tare weight for each vehicle. Incoming materials shall be weighed by weighing all incoming vehicles and recording the weight of each. From time to time, Phoenix may require revalidation of the tare weight of any vehicle or re-weighing of unloaded trucks. RFID devices remain the property of Phoenix and shall be returned when vehicles are removed from service, or upon termination or expiration of this Agreement. A charge of \$50.00 per RFID device shall be charged for each device placed on Flagstaff delivery vehicle or for replacement of lost or damaged devices.
6. Hot Loads. In the event that a Flagstaff vehicle dumps a Hot Load, Flagstaff agrees to pay reasonable charges for Phoenix's handling of such Hot Load. Reasonable Hot Load charges may be deducted from the monthly compensation for Recyclables.
7. Compliance with MRFs Rules and Traffic Requirements. Flagstaff staff and contracted haulers will become familiar with and comply with all facility rules, traffic flows, and speed restrictions. Failure to follow such rules and requirements may result in restriction of Flagstaff staff from using the facility.
8. Quality of Recyclables. Material quality will be inspected by Flagstaff staff, and will adhere to guidelines of the "Phoenix Recycles" program of what is and is not acceptable Recyclable Materials, as set forth in **Exhibit A**, attached hereto, and as amended from time to time in accordance with the Notice provisions hereof. Materials will be spot check inspected by Phoenix staff or the designated operators on the MRFs floors. If materials are determined to be excessively contaminated, in the opinion of Phoenix personnel (rather than the contracted operator), then the materials will be moved immediately to the solid waste transfer area, and Flagstaff will be assessed the then-current disposal fee (which is presently \$55.00/ton). Phoenix will immediately inform Flagstaff of this determination and make the material available for immediate

inspection as permitted by operational requirements. Flagstaff will provide documentation of the attempts to increase the quality of the recyclable materials within two weeks of the excessively contaminated load. Flagstaff is aware that trucks must be fully emptied of any garbage prior to collection of recyclables. Excessive contamination means any load containing 35% or more non-recyclable material, or that is otherwise unacceptable for processing.

9. Termination of Agreement. Either party may terminate this Agreement with or without cause by giving the other party thirty (30) days prior written notice.

10. Vehicle leaks and spills. Flagstaff shall be responsible for prompt cleanup of leaks or spills from its third-party hauler’s vehicles while at the Facility. Regardless of the nature of any fluid leaking from the delivery vehicle, it shall be cleaned up within two hours. Any Recyclables that are spilled in any part of the facility other than the designated tip area shall be immediately contained and collected by the Flagstaff hauler. Spills that are not satisfactorily cleaned up within the two-hour designated time frame may be remediated by the City of Phoenix and a reasonable cost of the cleanup deducted from the monthly compensation for Recyclables.

11. Processing Fee, Shared Revenue

11.1. Charge or Rebate. Flagstaff will pay, or receive a credit from, Phoenix for each ton of Recyclables accepted and processed at the MRFs. The per ton Processing Fee that Flagstaff pays will be applied against the calculated Average Quarterly Outbound Blended Rate (AQOBR) per ton shipped by Phoenix from the MRFs. The AQOBR will be calculated quarterly using the blended rate at the North Gateway Transfer Station. If the AQOBR is higher than the Processing Fee, the excess revenue, net of the Processing Fee, will be 50% for the City of Flagstaff and 50% for the City of Phoenix. An AQOBR that is less than the Processing Fee will result in a charge to Flagstaff that will not exceed the Processing Fee.

Below is the current price schedule:

Price Schedule			
Item No.	Description	Price	Effective Date
Item 1	Processing Fee	\$112.08 per ton	Valid Through 06/01/2023-01/31/2024
Item 2	Average Quarterly Outbound Blended Rate	\$26.54 per ton (Q2 2023)	04/01/2023-06/30/2023
Item No.	Description	Percent	Effective Date
Item 3	Reject Content	35% \$0.00 Credit Per Ton	07/01/2023-01/31/2024

Loads with more than 35% non-recyclable material may be rejected consistent with Section 10.

AQOBR adjustments will follow the scheduled quarters commencing January 1st, April 1st, July 1st and October 1st. AQOBR adjustment quarters are defined as

January, February and March (Q1); April, May and June (Q2); July, August and September (Q3); and October, November and December (Q4). Blended rate adjustment calculations for January 1st will be per the quarter of July 1st-September 30th; April 1st adjustment will be per the quarter of October 1st-December 31st; July 1st adjustments will per the quarter of January 1st-March 31st; and October 1st adjustment shall be per the quarter of April 1st through June 30th. Phoenix will provide the AQOBR in writing to Flagstaff quarterly.

Phoenix will review and adjust the Processing Fee annually, subsequent to the expiration of the current operating agreement with the MRF operator and based solely on a negotiated amount between the MRF Operator and the City of Phoenix. Below is a sample table to be used as a reference to illustrate calculation of potential future charges and rebates:

SAMPLE SCENARIO			
Quarterly Outbound Blended Rate per Ton	Audited Reject Credit	Less Recycling Plant Processing Fee	Rebate = + Charge = -
\$112.08/ton	\$0.00/ton (Audited Reject Content 20% to 35%)	-\$112.08/ton	No Rebate No Charge
\$26.54/ton	\$0.00/ton (Audited Reject Content 20% to 35%)	-\$112.08/ton	-\$85.54/ton Charge
\$120.00/ton	\$5.00/ton (Audited Reject Content 0% to 19%)	-\$112.08/ton	+\$6.46/ton Rebate (50/50 Revenue Share)

11.2 Recycling Rejects. Phoenix will conduct annual audits to determine the reject level of the inbound material delivered by Flagstaff. The additional credit per ton if any will become effective at the beginning of the next renewal year, or within thirty (30) days of the end of the term, if there is no renewal. Upon consent of Phoenix, Flagstaff may request additional audits, not more than quarterly, to evaluate the impact of educational, inspection and enforcement programs to curb reject material. Reject content is the single biggest factor negatively impacting the value of the material and cost. Reducing reject content will increase the average quarterly outbound blended rate per ton calculated as follows:

Audited Reject Content	Additional Credit Per Ton
20% to 35%	\$0.00
Up to 19%	\$5.00

Any loads of Recyclables delivered by Flagstaff that, at the sole discretion of Phoenix, does not meet the composition or quality standards of the Phoenix Recycles Program as defined in Exhibit A, will be subject to rejection and charged the transfer station's refuse rate which is currently \$55.00 per ton.

11.3 Invoices. Flagstaff is required to pay Phoenix for each ton of Recyclables accepted and processed at the MRF's. Phoenix will calculate and invoice Flagstaff by the 25th day of the month for the previous month. Flagstaff will pay within 30 days of the invoice date.

12. 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 personal (including death) or property damage, but only to the extent that such claims which result in vicarious/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.

14. Miscellaneous.

14.1. Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party.

14.2. Applicable Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. Any lawsuits pertaining to this agreement will be brought only in Federal or State Courts in Maricopa County, State of Arizona.

14.3. Notices. All notices, demands and other writings provided to be given, made or sent by any party hereto to other parties shall be deemed to have been fully given, made or sent when made in writing and personally delivered or received by United States postpaid registered or certified mail and addressed as follows:

To Phoenix: City of Phoenix Public Works Department
 Attn: Deputy Public Works Director
 200 W. Washington Street, 6th Floor
 Phoenix, AZ 85003

To Flagstaff: City of Flagstaff, AZ
 Attn: Solid Waste Director
 3200 W. Route 66
 Flagstaff, AZ 86001

The address to which any notice, demand or other writing may be given, made or sent may be changed by written notice given by such party as above provided.

14.4. Conflict of Interest. No official, officer or employee of either party shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS 38-511.

14.5. Cancellation for Nonappropriations. The Parties recognize that this Agreement depends upon appropriation of funds by the Phoenix City Council and Flagstaff City Council. If either fails to appropriate the necessary funds,

or if the appropriation for this Agreement is reduced, either Party may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. Each Party agrees to notify the other Party as soon as reasonably possible after the Party knows of the loss of funds.

14.6. Right of Parties. Nothing in this Agreement, whether express or implied, is intended to confer a right or remedy under or by reason of this Agreement on persons other than the Parties to this Agreement and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of a person who is not a Party to this Agreement, nor will provisions hereof give a person not a Party to this Agreement a right of subrogation or action over or against either Party to this Agreement.

14.7. Covenant Against Contingent Fees. The Parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the Phoenix City Council, the Flagstaff City Council, or any employee of either of the Parties has an interest, financially or otherwise, in the Agreement.

14.8. Employees.

14.8.1. Non-liability of Officials and Employees. No official, officer or employee of Phoenix or Flagstaff shall be personally liable to the other party, or any successor in interest, in the event of any default or breach by either Phoenix or Flagstaff of any obligation under the terms of this Agreement.

14.8.2. Not Employees. The personnel of the either party to this Agreement are not for any purpose to be considered employees or agents of the other party, and that each party assumes full responsibility for the actions of its personnel while performing under this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

14.9. Force Majeure. In addition to specific provisions of this Agreement, non-performance by any party hereto shall not be deemed to be a default where such non-performance is due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation related to the MRF, or unusually severe weather. In order for the non-performing party to obtain an extension of time for any such cause, the non-performing party must notify the performing party in writing of such force majeure within ten (10) days of commencement of such force majeure. Moreover, notice must contain a request for additional time, which shall only be for the period of the force majeure. Failure of the non-performing party to notify the performing party of such force majeure within such ten (10) days shall result in the performing party granting only a ten (10) day extension to the non-performing party.

14.10. No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any breach or default shall not operate as a waiver of any breach or default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or

proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

14.11. Modification. Any amendment or modification of this Agreement shall be in writing and shall be effective only after signature by both Parties

14.12. Severability. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

14.13. Representations and Warranties.

14.13.1. Flagstaff hereby represents and warrants to Phoenix as follows: (1) Flagstaff has the full power and authority to execute and deliver this Agreement to Phoenix and carry out the transactions contemplated hereby; (2) Flagstaff has taken all necessary action to execute, deliver, and perform this Agreement; and (3) neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor Flagstaff's compliance with any of the terms and provisions hereof does or will contravene any existing law, judgment, governmental rule, regulation, or order applicable to or binding on it or any of its properties which, if violated, would have material adverse effect on Flagstaff's obligations under this Agreement. Upon execution and delivery of this Agreement by Flagstaff, it will constitute a legal, valid, and binding obligation of Flagstaff enforceable against it in accordance with the terms hereof.

14.13.2. Phoenix hereby represents and warrants to Flagstaff as follows: (1) Phoenix has the full power and authority to execute and deliver this Agreement to Flagstaff and carry out the transactions contemplated hereby; (2) Phoenix has taken all necessary action to execute, deliver, and perform this Agreement; and (3) neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor Phoenix's compliance with any of the terms and provisions hereof does or will contravene any existing law, judgment, governmental rule, regulation, or order applicable to or binding on it or any of its properties which, if violated, would have material adverse effect on Phoenix's obligations under this Agreement. Upon execution and delivery of this Agreement by Phoenix, it will constitute a legal, valid, and binding obligation of Phoenix enforceable against it in accordance with the terms hereof.

14.14. Definitions, Exhibits, and Recitals. The definitions, exhibits, and recitals attached to this Agreement are hereby incorporated into this Agreement by this reference, as and to the same effect as if recited at length in the body of this Agreement.

14.15. Audit. The parties agree to retain all books, accounts, reports, files and other records relating to the Agreement and to make such records available at all reasonable times for inspection and audit by the other party or the Auditor General of the State of Arizona, or their agents, during the term of and for a period of 5 years after the completion of the Agreement.

14.16. E-Verify. To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). Failure by any Party to comply with such warranty shall be deemed a material breach of this agreement and may result in the termination of this Agreement. To the extent authorized under A.R.S. § 41-4401, each Party shall have the right to inspect the papers

of each of the others, their subcontractors, or any employee of either who performs work hereunder for the purpose of ensuring that the other party or subcontractor is in compliance with the warranty set forth in this provision.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed by their duly authorized officers and agents on the day and year first written above.

CITY OF PHOENIX, a municipal corporation

CITY OF FLAGSTAFF, a municipal corporation

ED ZUERCHER, City Manager

GREG CLIFTON, City Manager

By: _____

By: _____

Joe Giudice, Public Works
Director

ATTEST:

ATTEST:

City Clerk

City Clerk

In accordance with A.R.S. Sec. 11-952 this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

In accordance with A.R.S. Sec. 11-952 this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

City Attorney
_____ Date

City Attorney
_____ Date

Exhibit A

Guidelines for Phoenix's Recycling Program

The following chart shows the materials that are acceptable and unacceptable in the recycle container:

Materials	Acceptable	Unacceptable
Paper	Office paper, mail, newspaper, magazines, catalogs, magazines, telephone books, milk/juice cartons, juice boxes, paper towel and toilet paper tubes	Tissue paper, toilet paper, paper towels, napkins, hardback or paperback books, padded envelopes, photographs
Plastic	Jugs, bottles, jars, cups, containers, coffee cup lids, flower pots and trays, plates, clamshells	Plastic kitchen bags, plastic shopping bags, soft or film plastics, Styrofoam, candy wrappers, chip bags, dog food bags
Metal	Steel/tin food cans, aluminum beverage cans, party trays, aluminum foil, clean aluminum pie plates/trays	Metal sheets, electronics, car parts, batteries, propane tanks
Cardboard	Boxes (packages and food boxes)- broken down, clean pizza boxes	Greasy pizza boxes
Glass	Bottles, jars	Light bulbs, ceramics, sheets of glass, mirrors, window panes, dishes
Miscellaneous		Clothing, textiles, any bagged materials

Tips by category:

Paper

Paper products should be clean and removed from binders, folders and bindings. Paper products like tissue, napkins and paper towels are not recyclable because their fibers are too short.

Plastic

Keep lids on all plastic bottles. Lids are too small to be recycled separately. No plastic bags of any kind (even if they have a recycle symbol on them). This includes plastic kitchen bags, plastic shopping bags, sandwich bags and bubble wrap, etc. These items get wrapped around the machinery and are not accepted in the recycle container.

Metal

Place metal lids inside of cans

Cardboard

Cardboard is acceptable in the blue container, but greasy pizza boxes are not. Salvage the non-greasy parts of the pizza box for recycling.

Glass

Due to magnet strength for sorting iron metal objects, it is important to remove metal lids from glass jars and place both separately in your blue recycling container.

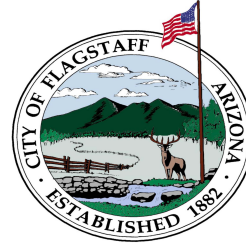
General Recycling Protocol

All recyclable material must be relatively clean, dry, empty and uncrushed. No need to excessively wash recyclables, a quick rinse is sufficient.

Do NOT bag, box or tie recyclables. Keep all recyclables loose. Keep items separate, do not nest.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Ken Fergason, Cinder Lake Landfill Project Manager
Co-Submitter: Evan Tyrrell
Date: 05/11/2023
Meeting Date: 05/23/2023



TITLE:

Consideration and Approval of Contract: Emergency Contract for the Purchase of Materials/Services with Joe Dirt Excavating, Inc. for emergency hauling services of commingled recyclables in an amount not to exceed \$200,000.

STAFF RECOMMENDED ACTION:

1. Ratify Contract No 2023-130: Emergency Contract for the Purchase of Materials/Services with Joe Dirt Excavating, Inc. for emergency hauling services of commingled recyclables in an amount not to exceed \$200,000; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City's contractor for the Materials Recovery Facility (MRF) located at 1800 E Butler Avenue abruptly ceased operations on April 26, 2023. The City entered into emergency negotiations with the contractor who ran the facility and obtained control of the facility on May 4, 2023, through a Contract Termination Agreement that was approved by City Council and the former operator of the facility on May 3, 2023. During this time, the City was not in the position to be able to transport commingled recyclables to a different MRF (e.g., processing facility) for processing, recovery, and recycling. Upon transfer of control of the Butler property, it was necessary for the City to procure a contractor capable of loading and hauling the recycling material to MRFs in the Phoenix area.

Due to the urgency and need to procure a service to haul comingled recyclables to Phoenix-area MRFs, emergency procedures were utilized to procure an Emergency Contract after all other procurement avenues came out with no success. Joe Dirt Excavating, Inc. was selected and a contract negotiated and signed on May 4, 2023. Having this Emergency Contract in place allowed the City to resume the tipping of comingled recyclables at the Butler property for loading and transportation to Phoenix area MRFs on Monday, May 8, 2023.

The Solid Waste Department is working with the Procurement Department to write a formal solicitation for long term contract(s) to handle the City's needs.

Financial Impact:

The Emergency Contract life for this project is for a 6-month duration at a value or cost not to exceed \$200,000. For FY 2023-24, the Solid Waste Fund has \$750,000 budgeted for the operation of the transfer station, transportation cost of the recyclables and the recycling processing cost net of any revenue offsets. If the cost of operating transfer station exceeds the budget, the Solid Waste Fund will be adjusting its budget for FY 2023-24 to absorb these additional costs.

Policy Impact:

While this Emergency Contract does not directly affect City policy, it is essential for the City to maintain recycle services and to ensure that materials are recycled to their fullest extent possible. These services are a critical part of both public interest and the City's Carbon Neutrality Plan.

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

Priority Based Budget Key Community Priorities and Objectives

High Performance Governance

- Serve the public by providing high quality customer service

Safe & Healthy Community

- Foster a safe, secure, and healthy community
- Develop alternative diversion programs

Inclusive & Engaged Community

- Foster community pride and civic engagement

Sustainable, Innovative Infrastructure

- Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs.
- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Provide effective management of and infrastructure for all modes of transportation.

Livable Community

- Provide amenities and activities that support a healthy lifestyle

Environmental Stewardship

- Actively manage and protect all environmental and natural resources
- Increase the private sector's participation in environmental stewardship efforts
- Promote, protect, & enhance a healthy, sustainable environment & its natural resources.
- Implement, maintain and further the Climate Action and Adaptation Plan (CAAP)

Carbon Neutrality Plan

- Goal CR-2 – Strengthen existing community systems to create resilience to both short-term shocks and long-term change.
- Goal ES-4 – Actively seek to recognize past harms, repair trust, and build deeper relationships with community members.
- Goal MM-3 – Divert more waste from the landfill.

Regional Plan

- Goal E&C.3 – Strengthen community and natural environment through climate adaptation efforts.
- Goal PF.1 – Work across all government operations and services to prepare for the impacts of natural and human caused hazards.

Goal PF.2 – Provide sustainable and equitable public facilities, service, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Has There Been Previous Council Decision on This:

No decision has been directly made on this Contract. However, on May 3, 2023, Council approved the Termination of Lease, Construction, and Service Agreement between City of Flagstaff and Norton Environmental, Inc., which reverted control of the Butler property and recycling operations to the City.

Options and Alternatives:

1. Approve the Emergency Contract for the Purchase of Materials/Services as recommended; or
2. Approve the Emergency Contract for the Purchase of Materials/Services with an decreased scope of work; or
3. Reject the Emergency Contract for the Purchase of Materials/Services and direct Staff to conduct a formal solicitation.

Background/History:

Without emergency trucking services that are capable of hauling co-mingled recyclables to Phoenix-area MRFs, the City will not be able to recycle its co-mingled recyclables that are collected by the City's Solid Waste Section. The only option available to the City would be to deliver the co-mingled recyclables to the Cinder Lake Landfill for disposal.

There is a planning committee consisting of representatives throughout Team Flagstaff that is working on long-term plans and strategies for recycling in the City and utilization of the former MRF property. Additional contract proposals and options will be brought to the City Council throughout the next few months.

Expanded Financial Considerations:

An alternative Contract for the Purchase of Materials/Services is under consideration that would provide another hauling and recycling processing service. Once executed at a later date the supplemental option may be more cost-effective for the City and provide a longer window for this transition period, however for the immediate situation, this Emergency Contract for the Purchase of Materials/Services with JDE is essential to keeping the City's recycling program operational.

Community Benefits and Considerations:

The City's recycling program will remain operational, which will support the City's waste diversion and carbon neutrality goals.

Community Involvement:

No.

Attachments: [Contract](#)

EMERGENCY CONTRACT FOR THE PURCHASE OF MATERIALS/SERVICES

Contract No. 2023-130

This Emergency Contract for the Purchase of Materials/Services ("Contract") is made and entered into this 4th day of May, 2023, by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Joe Dirt Excavating, Inc., an Arizona Corporation ("Contractor").

WHEREAS, the City is in need of emergency hauling services for recycle materials and Contractor is able to provide those materials/services; and

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

1. Scope of Work: Contractor provided the materials/services generally described as follows:

Emergency Hauling Services for Recycle Materials

and as more specifically described in the Scope of Work and Quote, attached as Exhibit A.

2. Compensation: In consideration of Contractor's satisfactory performance, the City shall pay Contractor an amount not to exceed the budgeted amount of **two hundred thousand dollars and no cents (\$200,000.00)** pursuant to the specifications of the Scope of Work and Quote, attached as Exhibit A.
3. Approval by City Council: The Contract has been entered into as an Emergency Contract prior to City Council approval based upon the Emergency Purchase Provisions of Article 19 of the Procurement Code Manual and Impracticable Procurement Provisions of Article 2-7-E303 of the Arizona Procurement Code Manual. The Contract will be presented to City Council for approval as soon as practicable.
4. Price Adjustments: Any price adjustments must be approved by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) may approve an adjustment if the annual contract price is less than \$50,000; otherwise City Council approval is required.
5. Special Terms and Conditions: The City of Flagstaff Special Terms and Conditions, attached as Exhibit B, are hereby incorporated into this Contract, except to the extent modified in Exhibit A.
6. Insurance: Contractor met the insurance requirements of the City, attached as Exhibit C.
7. Contract Term: The Contract term is for a period of six (6) months unless terminated pursuant to the Contract and/or the Special Terms and Conditions. The Contract will be effective as of the date signed by both parties. Performance shall commence immediately upon the City's issuance of the Notice to Proceed. Contractor shall begin the hauling services identified in Exhibit A, on Monday, May 8, 2023.
8. Renewal: The Contract may be renewed or extended for up to two (2) additional three (3) month periods by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
9. Termination for Convenience: The Contract may be terminated in whole or part by the City for convenience, and without a showing of default of the Contractor, upon a twenty-four (hour) written notice, without further penalty or liability to the City. If the Contract is terminated, the City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination. If there is a conflict between the Termination provisions identified here and the Special Terms and Conditions, attached as Exhibit B, this Paragraph will prevail.
10. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Emily Markel
Senior Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov

To Contractor:
Joe Vincent Call
Joe Dirt Excavating, Inc.
P.O. Box 3614
Flagstaff, AZ 86003
[928-526-6908](tel:928-526-6908)

With a copy to:
Evan C. Tyrrell, CHMM
Public Works Section Director
City of Flagstaff
3200 W. Route 66
Flagstaff, AZ 86001
evan.tyrrell@flagstaffaz.gov

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

11. **Authority:** Each Party warrants that it had authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

JOE DIRT EXCAVATING, INC.:

By: Joe Cell

Title: President

CITY OF FLAGSTAFF

By: _____ for

Title: Greg Clifton, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Christina
(Kinneary) Parry

Digitally signed by Christina (Kinneary) Parry
DN: cn=Christina (Kinneary) Parry, o=City of
Flagstaff, ou=City Attorney's Office,
email=christina.kinneary@flagstaffaz.gov, c=US
Date: 2023.05.05 08:45:27 -07'00'

City Attorney's Office

Notice to Proceed issued: _____, 20__ at _____ p.m.

EXHIBIT A
SCOPE OF WORK/QUOTE
(Quote Attached)

Emergency Hauling Services for Recycle Materials

Contractor shall provide trucking operations to haul the City's comingled recycle materials from the City's current recycling transfer station to City-specified Materials Recovery Facilities (MRFs) in the Phoenix area. Due to the immediate need of the City to facilitate transportation for its recycle materials, the hauling operation shall begin on May 8, 2023.

The City currently collects and deposits approximately 20-25 tons per day (Monday through Friday) of recycle materials at the City's recycling transfer station. There is limited storage space at the recycling transfer station, so the recycle materials will need to be loaded and hauled away each working day (Monday through Friday), estimated at eight (8) to thirteen (13) hauls per week.

Contractor shall load and haul City recyclable materials to Phoenix area MRFs as identified in writing by the City. It is expected that that the recycled materials will be hauled in either an 18-wheel semi-truck with a walking floor trailer or an 18-wheel truck with a possum belly. It is anticipated that materials will be loaded with a CAT 930 Loader with a 4 Yard Bucket with high dump capacity. The recycle materials will be compacted on the truck as it is loaded to attempt to reach up to the maximum haul weights. The hauling services shall be in accordance with Arizona Department of Transportation (ADOT) weight restrictions and requirements.

The City's current recycling transfer station is located at:

1800 East Butler Avenue
Flagstaff, AZ 86001

The two potential destination for the recycle materials are the City of Phoenix North Gateway MRF and the WM Northwest Regional MRF.

City of Phoenix
North Gateway Transfer Station MRF
30205 North Black Canyon Highway
Phoenix, AZ 85085

The City of Phoenix North Gateway MRF is only able to accommodate walking floor style transfer trailers.

Waste Management
Northwest Regional MRF
19401 West Deer Valley Road
Phoenix, AZ 85085

The WM Northwest Regional MRF is able to accommodate most types of haul trucks, including end dumps, belly dumps, walking floor trailers, trailers loaded with baled material, and has a working trailer tipper onsite.

Contractor will be provided written notification if additional destinations for the recycle materials are identified by the City.



Joe Dirt Excavating Inc

P O Box 3614
Flagstaff, AZ 86003
Phone: (928) 526-6908

Bid Date

02/03/2023

Bill To: City of Flagstaff
211 W. Aspen Ave
Flagstaff, AZ 86001

Re: Recyclable Haul Off
Hourly Equipment Rates
Flagstaff, AZ 86001

Description	Quantity	U/M	Unit Price	Extended Price
18 Wheel Semi Truck with Walking Floor Trailer		HR	165.000000	
18 Wheel Semi Truck with Possum Belly		HR	155.000000	
CAT 930 Loader with 4 Yard Bucket & High Dump Capacity		DY	1,200.000000	
Transport of CAT Loader In/Out of Recycling Site		EA	350.000000	
Possum Belly Trailer for On-Site Loading		DY	150.000000	

Hourly bid prices figured on current fuel prices. Rates may be adjusted either increase or decrease according to fuel rates.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

(Updated May 4, 2023, Specifically for Contract 2023-130)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties."
2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.
3. **LICENSES AND PERMITS:** Contractor at its expense shall maintain current federal, state, and local licenses, permits, and approvals required for performance of the Contract and provide copies to City upon request.
4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances in performance of the Contract.
5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive, and the City reserves the right to contract with others for materials or services.
6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance, or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address, and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.
15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
20. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

21. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
22. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.
23. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials were received by the City.
24. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.
25. **OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

26. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act, Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
27. **CONTROL:** Contractor shall be responsible for the control of the work.
28. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
29. **SAFEGUARDING PROPERTY:** Contractor shall be responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
30. **QUALITY:** All work shall be of good quality and free of defects, and performed in a diligent and professional manner.
31. **ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
32. **WARRANTY:** Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed, or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit, Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

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

34. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
35. **PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as “confidential,” the City will endeavor to notify Contractor prior to release of such information.
36. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City’s contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

37. **GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys’ fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor’s sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys’ fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.
38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys’ fees and other costs of defense arising out of the alleged infringement of any patent, trademark, or copyright, or other proprietary rights of any third-parties arising out of Contract performance or use by the City of materials furnished or work performed under the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor’s sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys’ fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.
39. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys’ fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring, or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor’s sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage,

or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

40. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
41. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
42. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
43. **SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.
44. **NO WAIVER:** Both Parties have the right to insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
45. **ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.
46. **BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

47. **SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
48. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the Flagstaff City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation or gender identity or expression.
49. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by A.R.S. § 23-214(A).

TERMINATION

51. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
52. **PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
53. **CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.
54. **CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

55. **COOPERATIVE PURCHASE CONTRACTS:** Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms, and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.
56. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
57. **NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.
58. **THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the Parties. Nothing herein is intended to create any rights or responsibilities to third parties.
59. **GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
60. **FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed

in Coconino County, Arizona.

61. **ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees, and expenses.
62. **FORCE MAJEURE:**
- a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
 - b. There shall be no claims arising from a temporary delay of contractual deliverables or the permanent inability to provide the contractual deliverables caused by the Events, and the City shall not pay additional costs incurred by Contractor as a result of such Events.
 - c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.
63. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
64. **CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.
65. **FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. § 35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date.

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

(Last Updated January 19, 2023)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

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

b. Umbrella Coverage \$2,000,000

c. Automobile Liability

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

d. 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

e. Professional Liability \$2,000,000

f. Network Security and Privacy Liability

Per claim	\$2,000,000
Annual Aggregate	\$2,000,000

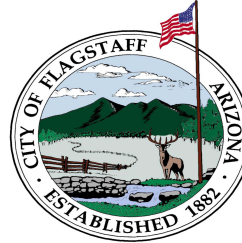
4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.
5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.
6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
- a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
 - b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
 - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
 - d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

- f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.
7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.
8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.
10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.

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

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Bryce Doty, Real Estate Manager
Date: 05/17/2023
Meeting Date: 05/23/2023



TITLE:

Consideration and Adoption of Resolution No. 2023-21: A resolution approving the filing of condemnation proceedings to acquire easements necessary for the Switzer Canyon Water Transmission Main Project, Phase IV.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2023-21 by title only
- 2) City Clerk reads Resolution No. 2023-21 by title only (if approved above)
- 3) Adopt Resolution No.2023-21

Executive Summary:

Design alterations of the Switzer Canyon Water Transmission Main Phase IV Project will allow the City to maintain the waterline infrastructure without a maintenance and access road across the entirety of the waterline easement. Instead, routine access to valves will be made through existing private roads and the construction of maintenance stub-out roads. This change requires additional property rights to access the private roads of Quintana Drive and San Francisco and to construct the maintenance road stub-outs. City Staff made offers to property owners on the week of April 24th.

This resolution authorizes staff to file condemnation proceedings in order to obtain immediate possession of these additional property rights so the project can proceed on schedule. The City has pending condemnation proceedings to acquire waterline and temporary construction easements from some of the same property owners. After amending the pending condemnation proceedings and/or filing of new complaints, the parties may still reach an agreement as to just compensation to be paid for the easements. If no agreement is reached, the court will resolve any dispute and determine just compensation to be paid.

Financial Impact:

The additional acquisitions for the Switzer Canyon Water Main Transmission Phase IV are estimated at \$39,000

Policy Impact:

N/A

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

Priority Based Budget Key Community Priorities and Objectives

• Sustainable, Innovative, Infrastructure

Deliver outstanding services to residents through a healthy, well maintained infrastructure system
Utilize existing long range plan(s) that identify the community's future infrastructure needs & all associated costs

Regional Plan

Goal WR.2. Manage a coordinated system of water, wastewater, and reclaimed water utility service facilities and resources at the City level and identify funding to pay for new resources.

Goal WR.3. Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measures.

Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.

Has There Been Previous Council Decision on This:

On September 17, 2019, Council passed Ordinance 2019-26, authorizing the acquisition of real property interests for the Switzer Canyon Water Transmission Main Project - Phases IV and V, but providing that the Council adopt a resolution before proceeding with condemnation.

On September 6, 2022, Council passed Resolution 2022-45, approving the filing of condemnation proceedings to acquire easements necessary for the Switzer Canyon Water Transmission Main project.

Background/History:

The City of Flagstaff began the Switzer Canyon Water Transmission Main Project in 2012 and has completed the first three phases. The project started at the intersection of Switzer Canyon Road and Route 66 and headed north and up Turquoise and across Forest Avenue to Fir Avenue and west on Fir to the Elks Lodge at San Francisco Street. Phase IV and V are the final stages to complete the project. The line will be installed going north up San Francisco Street and generally follow the existing 16" water line across private property located in unincorporated Coconino County to City reservoirs for approximately two miles.

Securing easement rights along this corridor for a new waterline prompted adjacent and nearby property owners in the County to inquire about receiving City water service in exchange for property rights needed for the project. The properties currently are not eligible to receive water service, under the City policy for providing water service outside city limits. The City explored the request to provide water service along this corridor on several dates:

On August 27, 2019, during an agenda item authorizing real property acquisitions for Phase IV and V, Council gave direction to staff to explore the option of offering water service in the areas outside the City Limits, possibly in exchange for property rights for waterline easements.

On November 19, 2020, the Water Commission considered the request, and made a recommendation to allow limited water service outside City limits to properties adjacent to the project, subject to conditions:

- One water meter per then existing parcel
- Enter into an agreement not to develop any further on each parcel
- Pay all applicable fees

On November 18, 2021, seeking clarification on the Water Commission's previous recommendation, staff

brought the issue to the Water Commission again, explaining that when a new water service area is established, per Arizona statutes and/or case law, water service must be offered in an equitable manner and to all parcels within the area or subdivision. Staff explained the challenges with offering or exchanging water service in exchange for real property rights in an equitable manner, as the values of the property rights needed for the project vary greatly, and property rights are not needed from all parcels seeking water service. Sharing this information resulted in a revised recommendation not to offer water service in exchange for easements.

On December 7, 2021, Council heard and accepted the revised recommendation from the Water Commission but left open consideration of water service in this area via a special improvement district approved by Coconino County. A special taxing district would set clear boundaries of the new water service area, provide a means to pay for necessary public infrastructure and to acquire easements to connect to the City water line in an equitable manner. Discussions with property owners are ongoing about what terms the City would consider in providing water service in the area to a special improvement district. City staff hopes to engage Coconino County in these discussions.

Attachments: [Resolution No. 2023-21](#)
 [Exhibit 1: Legal Descriptions](#)
 [Exhibit 2: Map of Project Route](#)

RESOLUTION NO. 2023-21

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING THE FILING OF CONDEMNATION PROCEEDINGS TO ACQUIRE EASEMENTS NECESSARY FOR THE SWITZER CANYON WATER TRANSMISSION MAIN PROJECT, PHASE IV, A PUBLIC USE; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council adopted Ordinance No. 2019-26 authorizing the acquisition of real property and/or easements needed for the Switzer Canyon Water Transmission Main Project, Phases IV & V within Sections 3, 4, and 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, by means of purchase, exchange, gift, donation, dedication or condemnation for a public use; and

WHEREAS, Ordinance No. 2019-26 provides that that the City Council shall approve any condemnation necessary for public use, including site access, by resolution referencing this ordinance, and including a legal description and map of the property interests sought to be condemned, which resolution shall be immediately effective; and

WHEREAS, on September 6, 2022 the City Council adopted Resolution No. 2022-45 authorizing condemnation proceedings to be filed for acquisition of necessary property interests for Phase IV; and

WHEREAS, the City Council desires to adopt this Resolution in order to authorize condemnation proceedings to be filed for acquisition of additional necessary property interests consisting of access and maintenance road easements should the City be unable to reach agreements with affected property owners for purchase of the easements.

ENACTMENTS:

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

SECTION 1. In General.

The City Council hereby approves the filing of condemnation proceedings to acquire the real property interests legally described and depicted in the maps attached hereto as Exhibit 1 (“the Property”), necessary for the Switzer Canyon Water Transmission Main Project, Phase IV, a public use, in accordance with applicable laws. A map showing the general location of the water transmission main, Phase IV, is attached hereto as Exhibit 2.

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 23rd day of May, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

- Exhibit 1: List of easements to be acquired
Legal descriptions and maps
- Exhibit 2: Map showing Phase IV route

EXHIBIT 1
LIST OF EASEMENTS TO BE ACQUIRED

<u>APN:</u>	<u>Current Owner:</u>	<u>Easement:</u>	<u>Size (sq.ft):</u>
110-14-017A	Lockett Estates HOA	AccessRoad	2.67 acres
110-12-018D	Salce	Access Road	16,350
110-12-018H	McCormick	Access Road	12,224
110-12-018J	Balzer Trust	Access Road Maintenance Road	29,872 2,560
110-12-002E	Heflin/Mike	Access Road Maintenance Road	9,600 3,677
110-03-004	Hughes	Access Road	91,040

LEGAL DESCRIPTIONS AND MAPS

EXHIBIT 2
MAP OF PHASE IV WATER MAIN ROUTE

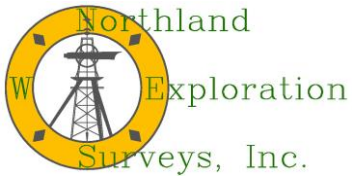


EXHIBIT "A"

LEGAL DESCRIPTION (Quintana Drive):

A parcel of land situated in Section 4, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcels of land particularly describe as follows:

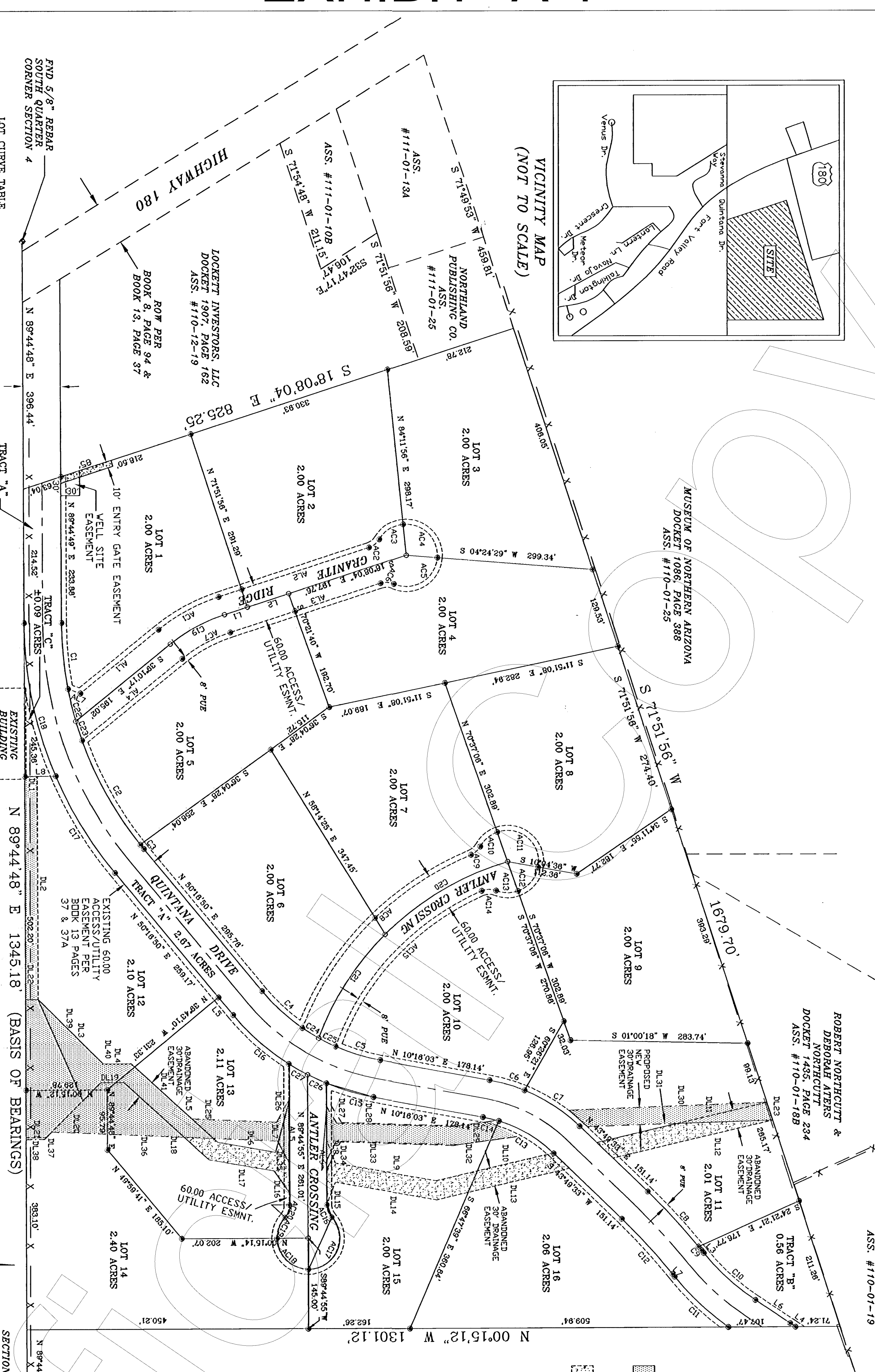
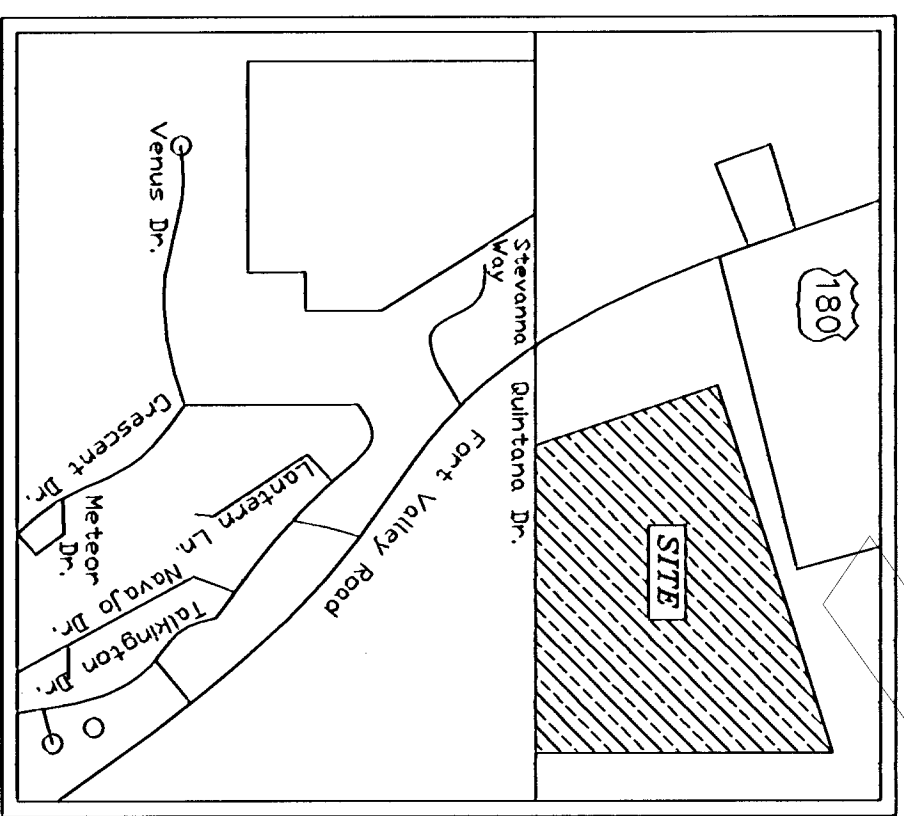
Tract "A", Quintana Drive as recorded in Instrument No. 3423427 of the Records of Coconino County, Arizona, as shown on **EXHIBIT "A-1"**, which is made a part hereof by this reference.

NES # 19-013 Quintana Drive Easement.



AMENDED FINAL PLAT FOR LOCKETT ESTATES

TRACT 1 OF LOCKETT RANCHES, BOOK 13 OF LAND SURVEYS,
PAGES 37 & 37A, OFFICIAL RECORDS COCONINO COUNTY, ARIZONA
LOCATED WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 4
TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA



LOT CURVE TABLE

LOT #	DELTA	RADIUS	LENGTH
C1	10°42'54"	570.00	105.60
C2	15°18'06"	570.00	192.02
C3	10°53'12"	570.00	83.83
C4	13°22'44"	315.87	74.29
C5	11°51'59"	373.87	78.57
C6	17°32'43"	530.00	118.92
C7	16°32'43"	530.00	118.92
C8	10°25'19"	1030.00	7.59
C9	17°22'35"	320.00	116.21
C10	15°45'55"	430.00	116.36
C11	15°45'55"	430.00	116.36
C12	25°43'29"	220.00	102.62
C13	05°50'00"	220.00	25.64
C14	13°22'44"	315.87	74.29
C15	11°51'59"	373.87	78.57
C16	17°32'43"	530.00	118.92
C17	16°32'43"	530.00	118.92
C18	10°25'19"	1030.00	7.59
C19	17°22'35"	320.00	116.21
C20	15°45'55"	430.00	116.36
C21	15°45'55"	430.00	116.36
C22	25°43'29"	220.00	102.62
C23	05°50'00"	220.00	25.64
C24	13°22'44"	315.87	74.29
C25	11°51'59"	373.87	78.57
C26	17°32'43"	530.00	118.92
C27	16°32'43"	530.00	118.92
C28	10°25'19"	1030.00	7.59

ACCESS EASEMENT LINE TABLE

#	BEARING	DISTANCE
A1	S 18°08'04" E	252.93
A2	S 18°08'04" E	252.93
A3	S 18°08'04" E	252.93
A4	S 18°08'04" E	252.93
A5	S 18°08'04" E	252.93
A6	S 18°08'04" E	252.93
A7	S 18°08'04" E	252.93
A8	S 18°08'04" E	252.93
A9	S 18°08'04" E	252.93
A10	S 18°08'04" E	252.93
A11	S 18°08'04" E	252.93
A12	S 18°08'04" E	252.93
A13	S 18°08'04" E	252.93
A14	S 18°08'04" E	252.93
A15	S 18°08'04" E	252.93
A16	S 18°08'04" E	252.93
A17	S 18°08'04" E	252.93
A18	S 18°08'04" E	252.93
A19	S 18°08'04" E	252.93
A20	S 18°08'04" E	252.93

LOT LINE TABLE

#	BEARING	DISTANCE
L1	S 39°10'17" E	151.32
L2	S 39°10'17" E	151.32
L3	S 39°10'17" E	151.32
L4	S 39°10'17" E	151.32
L5	S 39°10'17" E	151.32
L6	S 39°10'17" E	151.32
L7	S 39°10'17" E	151.32
L8	S 39°10'17" E	151.32
L9	S 39°10'17" E	151.32
L10	S 39°10'17" E	151.32
L11	S 39°10'17" E	151.32
L12	S 39°10'17" E	151.32
L13	S 39°10'17" E	151.32
L14	S 39°10'17" E	151.32
L15	S 39°10'17" E	151.32
L16	S 39°10'17" E	151.32
L17	S 39°10'17" E	151.32
L18	S 39°10'17" E	151.32
L19	S 39°10'17" E	151.32
L20	S 39°10'17" E	151.32

NEWLY ESTABLISHED DRAINAGE EASEMENT LINE TABLE

#	BEARING	DISTANCE
D1	S 65°05'34" W	201.89
D2	S 65°05'34" W	201.89
D3	S 65°05'34" W	201.89
D4	S 65°05'34" W	201.89
D5	S 65°05'34" W	201.89
D6	S 65°05'34" W	201.89
D7	S 65°05'34" W	201.89
D8	S 65°05'34" W	201.89
D9	S 65°05'34" W	201.89
D10	S 65°05'34" W	201.89
D11	S 65°05'34" W	201.89
D12	S 65°05'34" W	201.89
D13	S 65°05'34" W	201.89
D14	S 65°05'34" W	201.89
D15	S 65°05'34" W	201.89
D16	S 65°05'34" W	201.89
D17	S 65°05'34" W	201.89
D18	S 65°05'34" W	201.89
D19	S 65°05'34" W	201.89
D20	S 65°05'34" W	201.89

ORIGINAL DRAINAGE EASEMENT LINE TABLE

#	BEARING	DISTANCE
O1	S 65°05'34" W	201.89
O2	S 65°05'34" W	201.89
O3	S 65°05'34" W	201.89
O4	S 65°05'34" W	201.89
O5	S 65°05'34" W	201.89
O6	S 65°05'34" W	201.89
O7	S 65°05'34" W	201.89
O8	S 65°05'34" W	201.89
O9	S 65°05'34" W	201.89
O10	S 65°05'34" W	201.89
O11	S 65°05'34" W	201.89
O12	S 65°05'34" W	201.89
O13	S 65°05'34" W	201.89
O14	S 65°05'34" W	201.89
O15	S 65°05'34" W	201.89
O16	S 65°05'34" W	201.89
O17	S 65°05'34" W	201.89
O18	S 65°05'34" W	201.89
O19	S 65°05'34" W	201.89
O20	S 65°05'34" W	201.89

ACCESS EASEMENT CURVE TABLE

#	DELTA	RADIUS	LENGTH
AC1	21°02'13"	300.00	110.15
AC2	41°24'35"	300.00	215.88
AC3	53°42'35"	500.00	455.90
AC4	100°12'33"	500.00	874.50
AC5	100°12'33"	500.00	874.50
AC6	100°12'33"	500.00	874.50
AC7	100°12'33"	500.00	874.50
AC8	100°12'33"	500.00	874.50
AC9	100°12'33"	500.00	874.50
AC10	100°12'33"	500.00	874.50
AC11	100°12'33"	500.00	874.50
AC12	100°12'33"	500.00	874.50
AC13	100°12'33"	500.00	874.50
AC14	100°12'33"	500.00	874.50
AC15	100°12'33"	500.00	874.50
AC16	100°12'33"	500.00	874.50
AC17	100°12'33"	500.00	874.50
AC18	100°12'33"	500.00	874.50
AC19	100°12'33"	500.00	874.50
AC20	100°12'33"	500.00	874.50

SECTION CORNER 70, SECTION 34, 8, 4, 0 FND ALUM CAP STAMPED "MARTIN LAND SURVEYS LS 185448"

SECTION CORNER 70, SECTION 34, 8, 4, 0 FND ALUM CAP STAMPED "MARTIN LAND SURVEYS LS 185448"

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE SURVEY OF THE PREMISES DESCRIBED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF NOVEMBER 2006, AND THAT BOUNDARY MONUMENTS AND LOT CORNERS DESCRIBED HEREON HAVE BEEN LOCATED OR WILL BE LOCATED AS SHOWN HEREON.

HERITAGE LAND SURVEYING & MAPPING INC.
DUGAN L. McDONALD R.L.S.
P.O. BOX 3270
CAMP VERDE, AZ 86322
928-567-9170
SHEET 2 OF 2

NOTES:

1. THIS PLAT IS PUBLISHED AS AN AMENDMENT TO TRACT FINAL PLAT RECORDED AUGUST 13, 2006, CASE # 04-21. THIS PLAT IS REVISED TO CHANGE THE DRAINAGE EASEMENT WITHIN LOTS 11 THROUGH 16 AS SHOWN HEREON.
2. THIS PLAT IS PUBLISHED AS AN AMENDMENT TO TRACT FINAL PLAT RECORDED AUGUST 13, 2006, CASE # 04-21. THIS PLAT IS REVISED TO CHANGE THE DRAINAGE EASEMENT WITHIN LOTS 11 THROUGH 16 AS SHOWN HEREON.

TRACT AND EASEMENT DESCRIPTIONS

1. Tract "A" as depicted herein, is that portion of the existing 60 foot wide private ingress/egress and public utility easement located on the southeast corner of the parcel. It is to be dedicated by the homesteaders association for the purposes set forth in the declarations of covenants, conditions and restrictions of Lockett Ranches, recorded in Docket 1907, pages 170 to 211.
2. Tract "B" as depicted herein, is to be dedicated by the homesteaders association for the purposes of a private ingress/egress and utility easement for the proposed subdivision.
3. Tract "C" as depicted herein, is to be dedicated by the homesteaders association for the purposes of mailbox banking and any other public utility functions.
4. The easements depicted herein as "Drainage Easements" shall be dedicated by the homesteaders of lots 1-10 and lots 13-15 utilities and drainage structures.
5. The easements depicted herein as "Drainage Easements" shall be dedicated by the homesteaders of lots 12-16 as an easement for maintenance of proposed culverts, channels and stormwater detention areas.

PRIVATE ROAD AND UTILITY NOTES

1. The road to be constructed within the existing 60 foot wide private ingress/egress and public utility easement.
2. Dead-end roads within the private access easements shall be constructed in accordance with County and Fire Protection Standards.
3. Electric, Gas, Telephone and Cable TV service shall be provided by APS, Citizens, US West and Flagstar Cablevision per approved plans by others.
4. Water is tentatively planned to be provided by a well to be drilled on Tract "B" of this plat. Water service is to be extended to each lot via the existing utility easement (Tract "A") and the proposed access/utility easements. (See preliminary water/sewer report).
5. Sewer service is to be provided by individual septic systems to be pre-qualified by percolation tests performed before substantial of the final plat. (See preliminary Water/Sewer Report).

NEWLY ESTABLISHED DRAINAGE EASEMENT LINE TABLE

#	BEARING	DISTANCE
N1	S 65°05'34" W	201.89
N2	S 65°05'34" W	201.89
N3	S 65°05'34" W	201.89
N4	S 65°05'34" W	201.89
N5	S 65°05'34" W	201.89
N6	S 65°05'34" W	201.89
N7	S 65°05'34" W	201.89
N8	S 65°05'34" W	201.89
N9	S 65°05'34" W	201.89
N10	S 65°05'34" W	201.89
N11	S 65°05'34" W	201.89
N12	S 65°05'34" W	201.89
N13	S 65°05'34" W	201.89
N14	S 65°05'34" W	201.89
N15	S 65°05'34" W	201.89
N16	S 65°05'34" W	201.89
N17	S 65°05'34" W	201.89
N18	S 65°05'34" W	201.89
N19	S 65°05'34" W	201.89
N20	S 65°05'34" W	201.89

ORIGINAL DRAINAGE EASEMENT LINE TABLE

#	BEARING	DISTANCE
O1	S 65°05'34" W	201.89
O2	S 65°05'34" W	201.89
O3	S 65°05'34" W	201.89
O4	S 65°05'34" W	201.89
O5	S 65°05'34" W	201.89
O6	S 65°05'34" W	201.89
O7	S 65°05'34" W	201.89
O8	S 65°05'34" W	201.89
O9	S 65°05'34" W	201.89
O10	S 65°05'34" W	201.89
O11	S 65°05'34" W	201.89
O12	S 65°05'34" W	201.89
O13	S 65°05'34" W	201.89
O14	S 65°05'34" W	201.89
O15	S 65°05'34" W	201.89
O16	S 65°05'34" W	201.89
O17	S 65°05'34" W	201.89
O18	S 65°05'34" W	201.89
O19	S 65°05'34" W	201.89
O20	S 65°05'34" W	201.89

ACCESS EASEMENT CURVE TABLE

#	DELTA	RADIUS	LENGTH
AC1	21°02'13"	300.00	110.15
AC2	41°24'35"	300.00	215.88
AC3	53°42'35"	500.00	455.90
AC4	100°12'33"	500.00	874.50
AC5	100°12'33"	500.00	874.50
AC6	100°12'33"	500.00	874.50
AC7	100°12'33"	500.00	874.50
AC8	100°12'33"	500.00	874.50
AC9	100°12'33"	500.00	874.50
AC10	100°12'33"	500.00	874.50
AC11	100°12'33"	500.00	874.50
AC12	100°12'33"	500.00	874.50
AC13	100°12'33"	500.00	874.50
AC14	100°12'33"	500.00	874.50
AC15	100°12'33"	500.00	874.50
AC16	100°12'33"	500.00	874.50
AC17	100°12'33"	500.00	874.50
AC18	100°12'33"	500.00	874.50
AC19	100°12'33"	500.00	874.50
AC20	100°12'33"	500.00	874.50

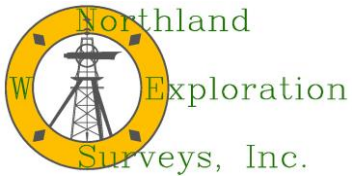


EXHIBIT "A"

LEGAL DESCRIPTION (Quintana Drive Lot 3):

A parcel of land, said parcel being a portion of Lot 3, Mahogany Run subdivision as recorded in Instrument No. Case 8, Map 78 of the Records of Coconino County, situated in Section 4, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land particularly describe as follows:

Quintana Drive as recorded in said Case 8, Map, as shown on **EXHIBIT "A-2"** and revised in and shown as **EXHIBIT "B1"** in Instrument No. 3045323 (attached), which is made a part hereof by this reference,

Said parcel contains 16,350 square feet of land, more or less.

NES # 19-013 Quintana Drive Lot 3 Easement.

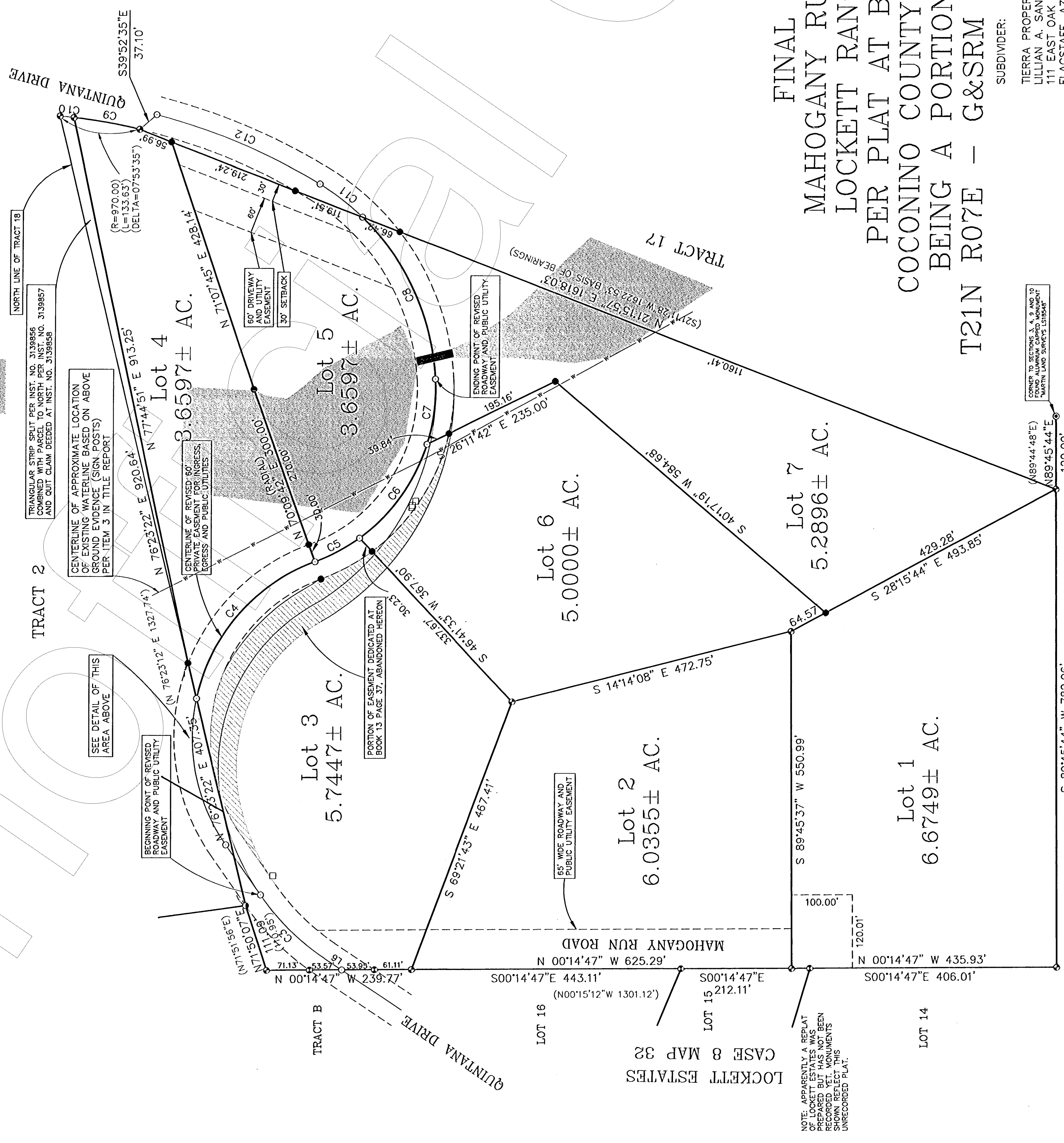
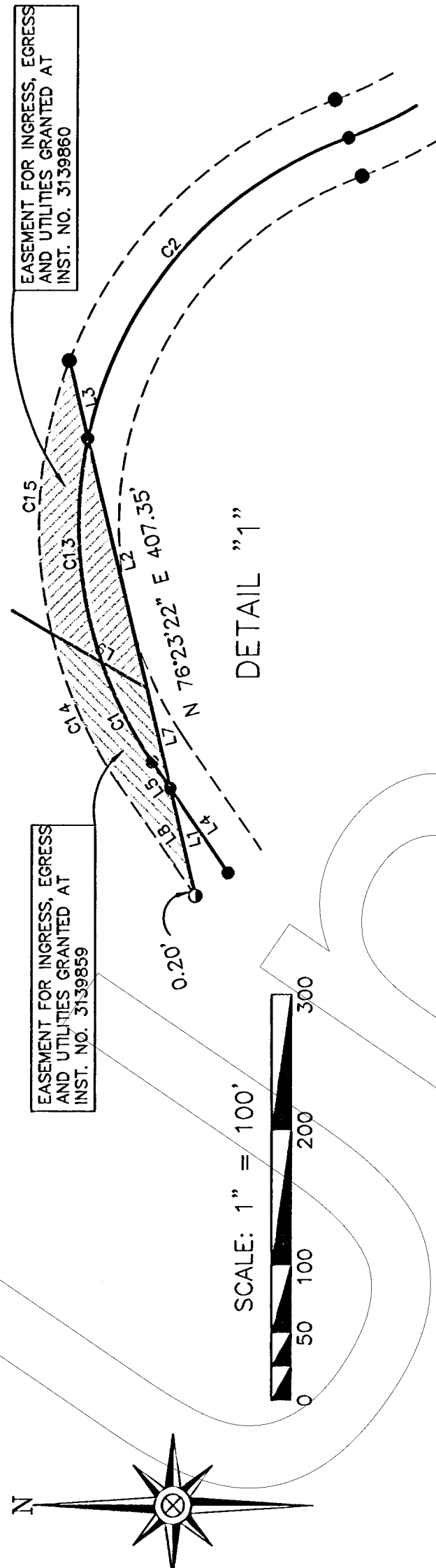


CASE 8 MAP 78A

SCHEDULE "B" ITEMS LISTED IN TRANSMISSION TITLE REPORT ORDER NO. 108181:

- 1: TAXES - NOT SURVEYABLE PER BOOK 6 PROMISCUOUS RECORDS PG. 602. BLANKET EASEMENT OVER THE SOUTHEAST QUARTER OF SECTION 4 FOR INSTALLATION AND MAINTENANCE OF WATER MAINS AND UTILITY LINES.
- 2: EASEMENT FOR WATERLINE PER BOOK 7 OF DEEDS PAGE 286. THIS EASEMENT HAS NO DEFINED WIDTH AND THE LOCATION IS AMBIGUOUS. THE APPROXIMATE LOCATION OF THE EXISTING WATER LINE IS SHOWN HEREON.
- 3: THE PIPELINE SHOWN ON THE REFERENCED MAP BEGINS AT A POINT 1248' WEST OF THE SOUTHEAST CORNER OF SECTION 4 AND HEADS GENERALLY NORTHERLY. THIS SUBDIVISIONS WEST BOUNDARY IS APPROXIMATELY 902' WEST OF SAID SOUTHEAST CORNER. THIS DRAWING OF THE PIPELINE DOES NOT AFFECT THIS PARCEL.
- 4: WATERLINE EASEMENT PER DOCKET 155 PAGE 433, 15' IN WIDTH, APPARENTLY AFFECTS LOTS 6 AND 7.
- 5: MONUMENT RECORDS - NO ADVERSE AFFECT ON PROPERTY.
- 6: UTILITY EASEMENT PER BOOK 8 PAGE 23 - NO ADVERSE EFFECT.
- 7: UTILITY EASEMENT PER BOOK 8 PAGE 23 - NO ADVERSE EFFECT.
- 8: EASEMENTS AS SHOWN ON RECORDED PLAT OF LOCKETT RANCHES (BOOK 13 PAGE 37) - ACCESS EASEMENT FOR QUINTANA DRIVE.
- 9: EASEMENTS AS SHOWN ON RECORDED PLAT OF LOCKETT RANCHES (BOOK 13 PAGE 37) - ACCESS EASEMENT FOR QUINTANA DRIVE.
- 10: DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (FIRST AMENDMENT) AS RECORDED AT DOCKET 2012 PAGE 650.
- 11: RIGHT OF ENTRY FOR COCONINO COUNTY HEALTH SERVICES INTO TRACT 18 FOR INSPECTION OF WASTEWATER TREATMENT FACILITIES (INSTRUMENT NUMBER 3040371)

- LEGEND
(N E 123) RECORD DIMENSION PER BK. 13 PG. 37
- FOUND MONUMENT AS NOTED
 - FOUND REBAR/CAP - L327253
 - FOUND REBAR/CAP - "AZ ENG. CO. L513010"
 - SET 1/2" REBAR/CAP - L518548
 - NOTHING FOUND OR SET
 - UTILITY TRANSFORMER/RISERS
 - WATER LINE (APPROXIMATE LOCATION)
 - ▨ 100 YEAR FLOOD BOUNDARY



LINE	DIRECTION	DISTANCE
L1	S76°23'22"W	82.01'
L2	S76°23'22"W	189.82'
L3	S76°23'22"W	59.41'
L4	N54°52'35"E	76.16'
L5	N54°52'35"E	23.85'
L6	S33°32'13"W	34.21'
L7	S76°23'22"W	76.11'
L8	N54°52'35"E	99.96'
L9	S28°19'51"W	81.94'

CURVE	RADIUS	ARC	DELTA	BEARING	CHORD
C1	305.00'	82.93'	15.34°44'	S62°59'57"W	82.67'
C2	305.00'	309.54'	58°08'58"	N48°54'47"W	296.43'
C3	400.80'	149.31'	21°20'22"	S44°17'24"W	106.45'
C4	305.00'	309.54'	58°08'58"	N48°54'47"W	296.45'
C5	300.00'	83.91'	16°00'20"	S27°30'28"E	83.53'
C6	300.00'	108.21'	20°40'00"	S42°13'14"E	189.16'
C7	300.00'	299.27'	42°32'01"	S82°55'50"E	107.62'
C8	400.00'	110.86'	06°32'54"	N09°47'29"E	110.80'
C9	970.00'	22.95'	01°21'21"	N05°50'22"E	22.95'
C10	970.00'	89.46'	12°48'52"	N37°27'42"E	89.28'
C11	400.00'	293.23'	16°48'03"	N22°39'15"E	292.18'
C12	1000.00'	167.89'	31°33'26"	S86°14'01"W	165.87'
C13	305.00'	123.66'	21°09'14"	S65°27'12"W	122.98'
C14	335.00'	205.71'	35°10'58"	N86°22'42"W	202.49'

GROSS AREA OF SUBDIVISION 36.06 ± AC.
TOTAL NUMBER OF LOTS 7
THIS SUBDIVISION PLAT IS BASED ON A FIELD SURVEY OF TRACT 18 BY MARTIN LAND SURVEYS DURING MAY AND JUNE 2001.

A NUMBER OF EXHIBIT SKETCHES OF THE PROPOSED EASEMENT REVISION WAS RECORDED AT INSTRUMENT NUMBER 3045523, COCONINO COUNTY RECORDERS OFFICE, BUT NO ACCOMPANYING, SIGNED, TRANSFER DOCUMENTS WERE INCLUDED. AS SUCH, THE ROADWAY REVISION SHOWN HEREON REPLACES THOSE PREVIOUSLY RECORDED.

DEVELOPMENT WITHIN THE NOTED "100 YEAR FLOODPLAIN" AND ALL GRADING AND EXCAVATION WITHIN SAID FLOOD PLAIN SHALL BE SUBJECT TO APPROVAL BY COCONINO COUNTY COMMUNITY DEVELOPMENT AND COCONINO COUNTY PUBLIC WORKS.

FINAL PLAT OF
MAHOAGANY RUN SUBDIVISION
LOCKETT RANCHES TRACT 18
PER PLAT AT BOOK 13 PAGE 37
COCONINO COUNTY RECORDERS OFFICE
BEING A PORTION OF SEC.'S 3 & 4
T21N R07E - G&SRM - COCONINO CTY. - AZ

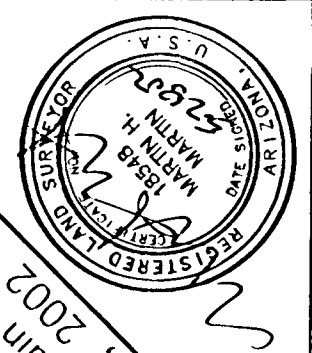
MAP PREPARED BY:
MARTIN H. MARTIN, L.S.
MARTIN LAND SURVEYS, INC.
3528 N. WALKER
FLAGSTAFF, AZ 86804
520-526-0270 PHONE
520-526-0277 FAX

NO WATER SYSTEM IS PROVIDED FOR THE LAND DIVISION AS OF THE DATE OF RECORDATION OF THIS MAP. ALL ROADS AND STREETS ARE PRIVATELY OWNED AND ARE TO BE MAINTAINED BY THE PROPERTY OWNERS.



No. 3144241
RECORDED AT THE REQUEST OF
MARTIN LAND SURVEYS, INC.
DATE: JUNE 24, 2002
02:49 PM
BOOK 8 MAP 78A
RECORDED AT THE REQUEST OF
COCONINO COUNTY RECORDERS
OFFICE

MARTIN LAND SURVEYS
520-526-0270 Main 520-526-0277 Fax
Date: May 29, 2002
Job No. 01030

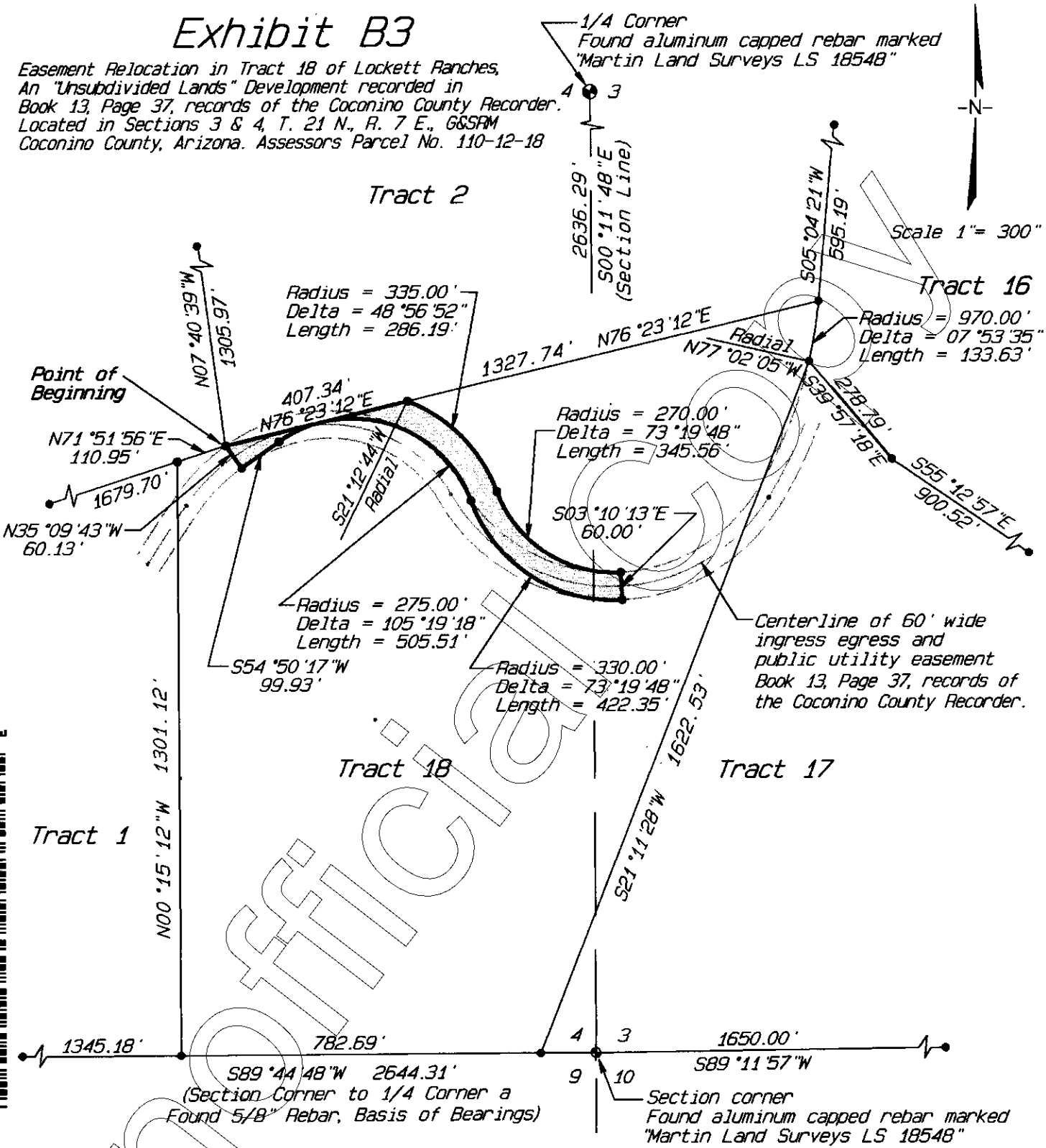


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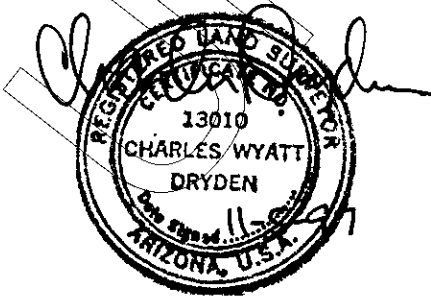
EXHIBIT "B1"

Exhibit B3

Easement Relocation in Tract 18 of Lockett Ranches, An "Unsubdivided Lands" Development recorded in Book 13, Page 37, records of the Coconino County Recorder. Located in Sections 3 & 4, T. 21 N., R. 7 E., G&SRM Coconino County, Arizona. Assessors Parcel No. 110-12-18



3045323
Page: 4 of 5
E



	ARIZONA	Civil and Environmental Engineering
	ENGINEERING	Land Surveying
	COMPANY	419 North San Francisco Street Flagstaff, Arizona 86001-4004
		Telephone (520) 774-7179 Facsimile (520) 779-1041

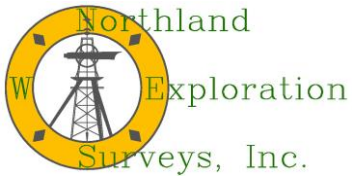


EXHIBIT "A"

LEGAL DESCRIPTION (Quintana Drive Lot 7):

A parcel of land, said parcel being a portion of Lot 7, Mahogany Run subdivision as recorded in Instrument No. Case 8, Map 78 of the Records of Coconino County, situated in Section 4, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land particularly describe as follows:

Quintana Drive as recorded in said Case 8, Map, as shown on **EXHIBIT "A-2"** and revised in and shown as **EXHIBIT "B1"** in Instrument No. 3045323 (attached), which is made a part hereof by this reference,

Said parcel contains 12,224 square feet of land, more or less.

NES # 19-013 Quintana Drive Lot 3 Easement.

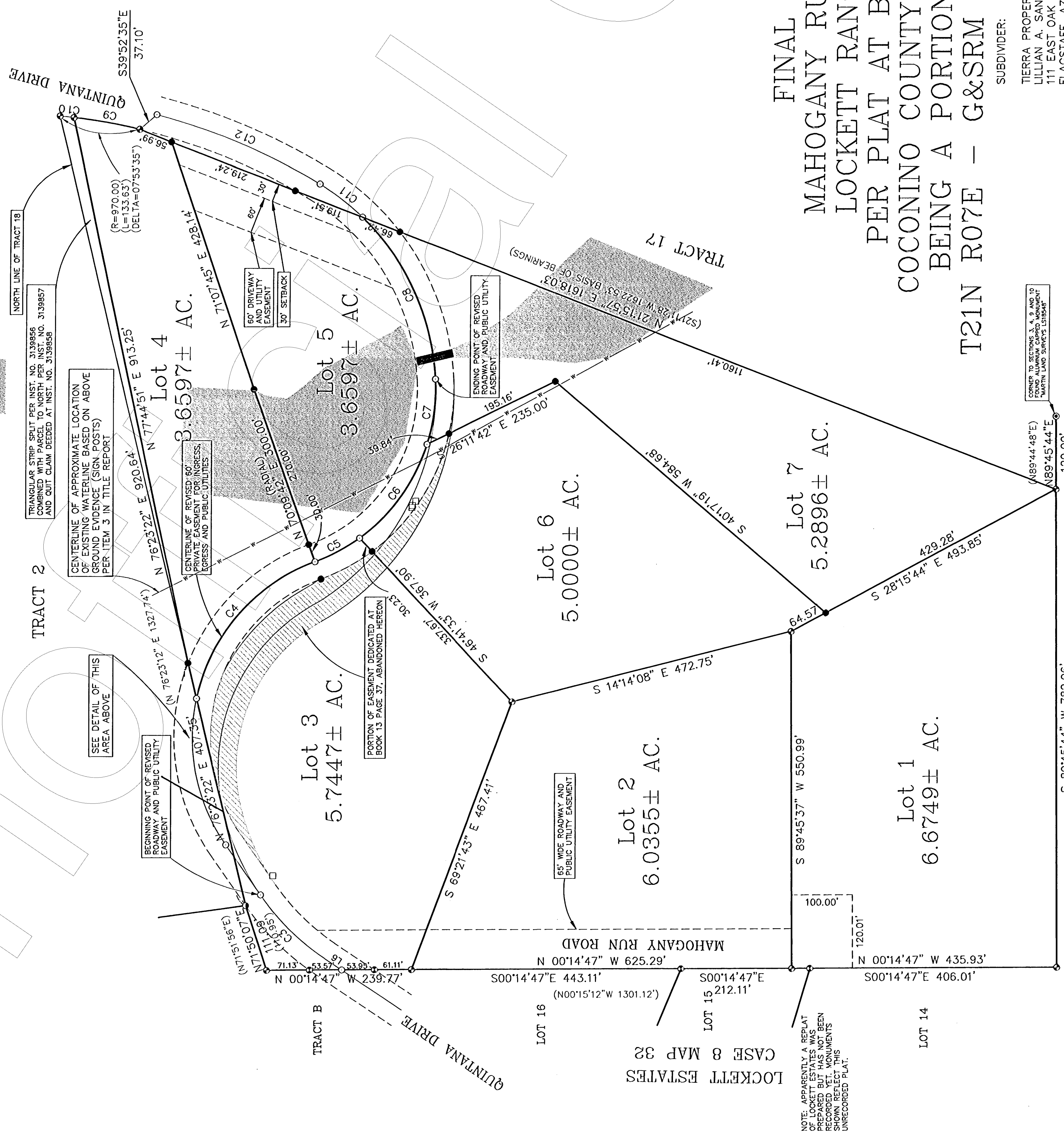
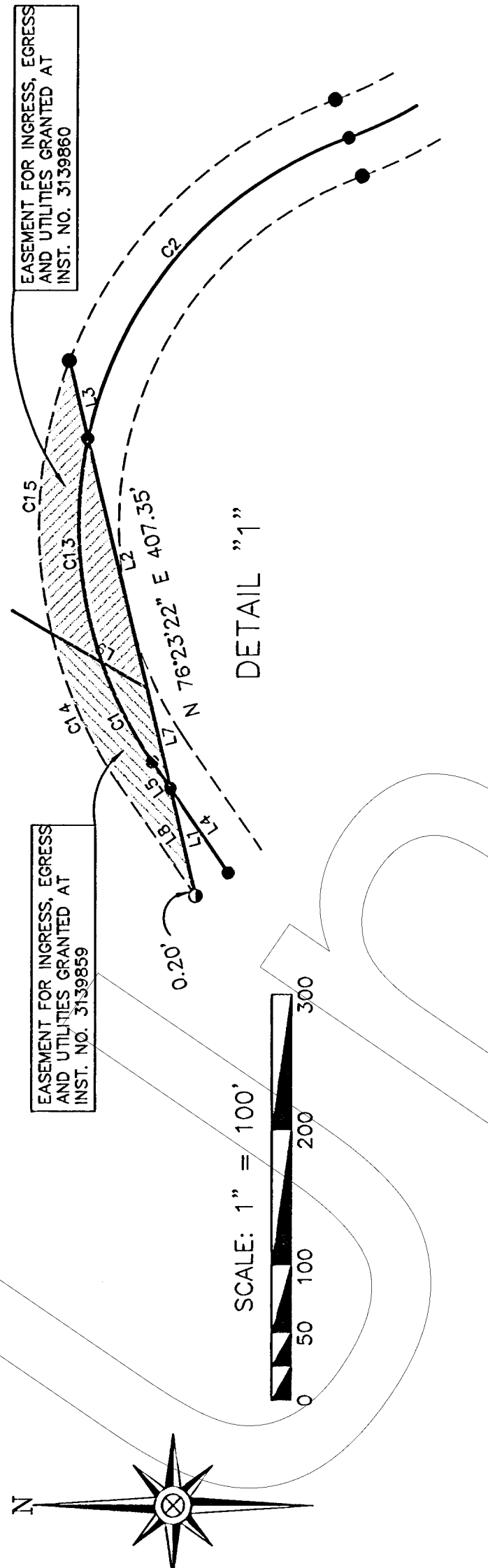


CASE 8 MAP 78A

SCHEDULE "B" ITEMS LISTED IN TRANSMISSION TITLE REPORT ORDER NO. 108181:

- 1: TAXES - NOT SURVEYABLE
- 2: EASEMENT FOR WATERLINE PER BOOK 6 PROMISCUOUS RECORDS PG. 602. BLANKET EASEMENT OVER THE SOUTHEAST QUARTER OF SECTION 4 FOR INSTALLATION AND MAINTENANCE OF WATERLINE PER BOOK 7 OF DEEDS PAGE 286. THIS EASEMENT HAS NO DEFINED WIDTH AND THE LOCATION IS AMBIGUOUS. THE APPROXIMATE LOCATION OF THE EXISTING WATER LINE IS SHOWN HEREON.
- 3: EASEMENT FOR WATERLINE PER BOOK 7 OF DEEDS PAGE 286. THIS EASEMENT HAS NO DEFINED WIDTH AND THE LOCATION IS AMBIGUOUS. THE APPROXIMATE LOCATION OF THE EXISTING WATER LINE IS SHOWN HEREON.
- 4: THE PIPELINE SHOWN ON THE REFERENCED MAP BEGINS AT A POINT 1248' WEST OF THE SOUTHEAST CORNER OF SECTION 4 AND HEADS GENERALLY NORTHERLY. THIS SUBDIVISIONS WEST BOUNDARY IS APPROXIMATELY 902' WEST OF SAID SOUTHEAST CORNER. THIS DRAWING OF THE PIPELINE DOES NOT AFFECT THIS PARCEL.
- 5: WATERLINE EASEMENT PER DOCKET 155 PAGE 433, 15' IN WIDTH, APPARENTLY AFFECTS LOTS 6 AND 7.
- 6: MONUMENT RECORDS - NO ADVERSE AFFECT ON PROPERTY.
- 7: UTILITY EASEMENT PER BOOK 8 PAGE 23 - NO ADVERSE EFFECT.
- 8: UTILITY EASEMENT PER BOOK 8 PAGE 23 - NO ADVERSE EFFECT.
- 9: EASEMENTS AS SHOWN ON RECORDED PLAT OF LOCKETT RANCHES (BOOK 13 PAGE 37) - ACCESS EASEMENT FOR QUINTANA DRIVE SHOWN HEREON.
- 10: DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (FIRST AMENDMENT) AS RECORDED AT DOCKET 2012 PAGE 650.
- 11: RIGHT OF ENTRY FOR COCONINO COUNTY HEALTH SERVICES INTO TRACT 18 FOR INSPECTION OF WASTEWATER TREATMENT FACILITIES (INSTRUMENT NUMBER 3040371)

- LEGEND
- (N E 123) RECORD DIMENSION PER BK. 13 PG. 37
- FOUND MONUMENT AS NOTED
 - FOUND REBAR/CAP - L327253
 - FOUND REBAR/CAP - "AZ ENG. CO. L513010"
 - SET 1/2" REBAR/CAP - L518548
 - NOTHING FOUND OR SET
 - UTILITY TRANSFORMER/RISERS
 - WATER LINE (APPROXIMATE LOCATION)
 - ▨ 100 YEAR FLOOD BOUNDARY



LINE	DIRECTION	DISTANCE
L1	S76°23'22"W	82.01'
L2	S76°23'22"W	189.82'
L3	S76°23'22"W	59.41'
L4	N54°52'35"E	76.16'
L5	N54°52'35"E	23.85'
L6	S33°32'13"W	34.21'
L7	S76°23'22"W	76.11'
L8	N54°52'35"E	99.96'
L9	S28°19'51"W	81.94'

CURVE	RADIUS	ARC	DELTA	BEARING	CHORD
C1	305.00'	82.93'	15.34°44'	S62°59'57"W	82.67'
C2	305.00'	309.54'	58°08'58"	N48°54'47"W	296.43'
C3	400.80'	149.31'	21°20'22"	S44°17'24"W	106.45'
C4	305.00'	309.54'	58°08'58"	N48°54'47"W	296.45'
C5	300.00'	83.91'	16°00'20"	S27°30'28"E	83.53'
C6	300.00'	108.21'	20°40'00"	S82°55'50"E	107.62'
C7	300.00'	299.27'	42°32'01"	N65°18'09"E	292.34'
C8	400.00'	110.86'	06°32'54"	N09°47'29"E	110.80'
C9	970.00'	22.95'	01°21'21"	N05°50'22"E	22.95'
C10	970.00'	22.95'	12°48'52"	N37°27'42"E	89.28'
C11	400.00'	89.46'	12°48'52"	N22°39'15"E	292.18'
C12	1000.00'	293.23'	16°48'03"	S86°14'01"W	165.87'
C13	305.00'	167.89'	31°33'26"	S65°27'12"W	122.98'
C14	335.00'	123.68'	21°09'14"	S65°27'12"W	122.98'
C15	335.00'	205.71'	35°10'58"	N86°22'42"W	202.49'

GROSS AREA OF SUBDIVISION 36.06 ± AC.

TOTAL NUMBER OF LOTS 7

THIS SUBDIVISION PLAT IS BASED ON A FIELD SURVEY OF TRACT 18 BY MARTIN LAND SURVEYS DURING MAY AND JUNE 2001.

A NUMBER OF EXHIBIT SKETCHES OF THE PROPOSED EASEMENT REVISION WAS RECORDED AT INSTRUMENT NUMBER 3045523, COCONINO COUNTY RECORDERS OFFICE, BUT NO ACCOMPANYING, SIGNED, TRANSFER DOCUMENTS WERE INCLUDED. AS SUCH, THE ROADWAY REVISION SHOWN HEREON REPLACES THOSE PREVIOUSLY RECORDED.

DEVELOPMENT WITHIN THE NOTED "100 YEAR FLOODPLAIN" AND ALL GRADING AND EXCAVATION WITHIN SAID FLOOD PLAIN SHALL BE SUBJECT TO APPROVAL BY COCONINO COUNTY COMMUNITY DEVELOPMENT AND COCONINO COUNTY PUBLIC WORKS.

FINAL PLAT OF
 MAHOAGANY RUN SUBDIVISION
 LOCKETT RANCHES TRACT 18
 PER PLAT AT BOOK 13 PAGE 37
 COCONINO COUNTY RECORDERS OFFICE
 BEING A PORTION OF SEC.'S 3 & 4
 T21N R07E - G&SRM - COCONINO CTY. - AZ

MAP PREPARED BY:

MARTIN H. MARTIN, L.S.
 MARTIN LAND SURVEYS, INC.
 3528 N. WALKER
 FLAGSTAFF, AZ 86804
 520-526-0270 PHONE
 520-526-0277 FAX

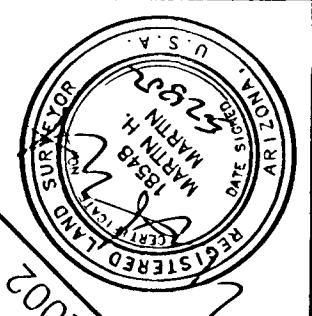
COCONINO COUNTY

NO WATER SYSTEM IS PROVIDED FOR THE LAND DIVISION AS OF THE DATE OF RECORDATION OF THIS MAP. ALL ROADS AND STREETS ARE PRIVATELY OWNED AND ARE TO BE MAINTAINED BY THE PROPERTY OWNERS.



No. 3144241
 RECORDED AT THE REQUEST OF
 MARTIN LAND SURVEYS, INC.
 DATE: JUNE 24, 2002
 TIME: 02:49 PM
 BOOK: 8 MAP 78A
 PAGE: 2
 COUNTY: COCONINO COUNTY RECORDERS

MARTIN LAND SURVEYS
 520-526-0270 Main 520-526-0277 Fax
 Date: May 29, 2002
 Job No. 01030

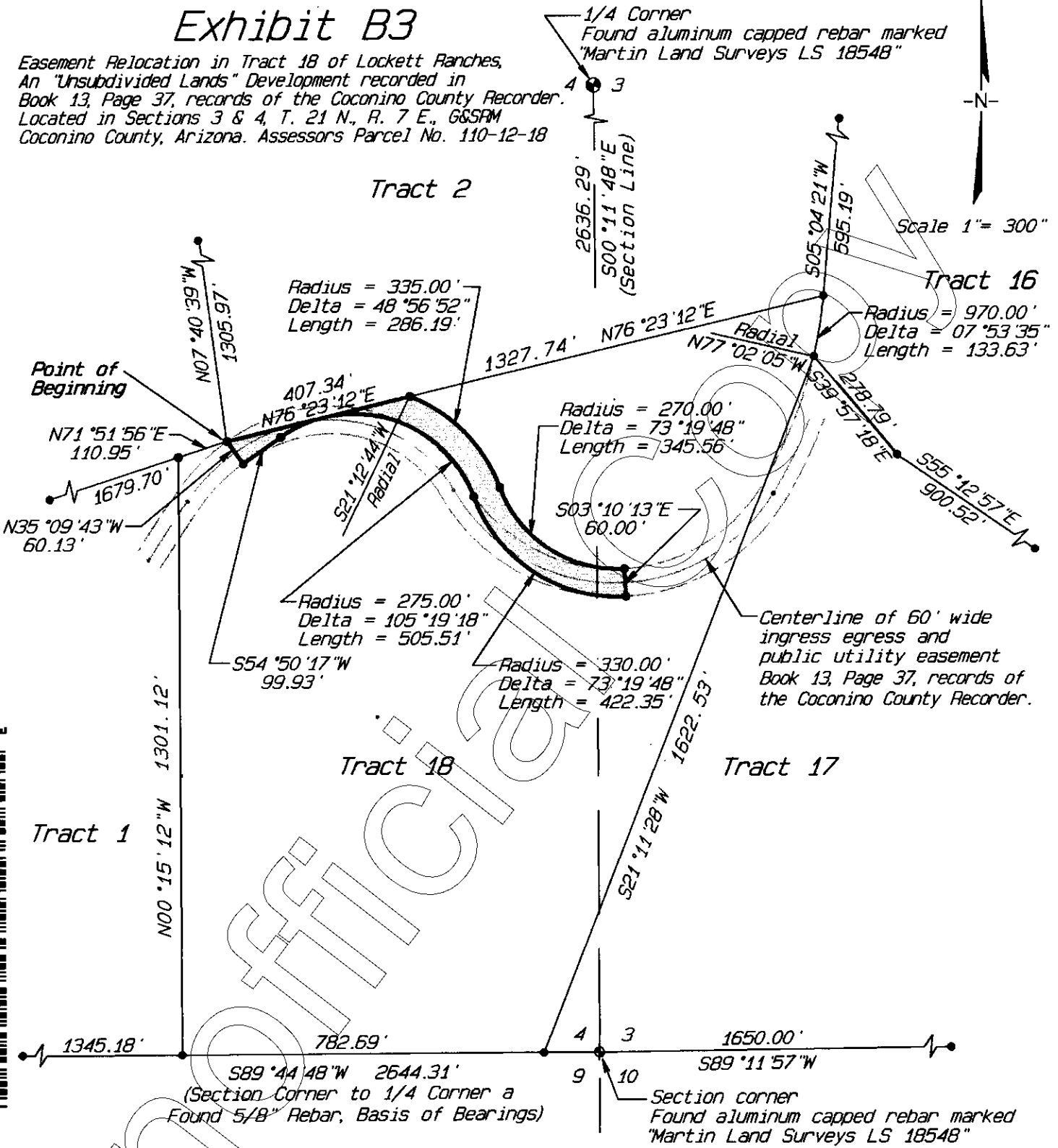


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 520-526-0270
 520-526-0277

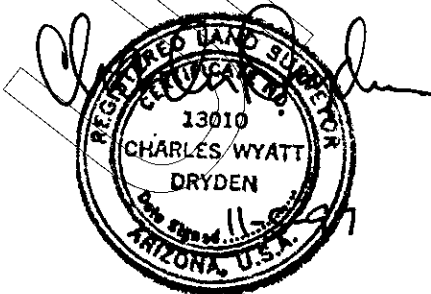
EXHIBIT "B1"

Exhibit B3

Easement Relocation in Tract 18 of Lockett Ranches, An "Unsubdivided Lands" Development recorded in Book 13, Page 37, records of the Coconino County Recorder. Located in Sections 3 & 4, T. 21 N., R. 7 E., G&SRM Coconino County, Arizona. Assessors Parcel No. 110-12-18



3045323
Page: 4 of 5
E



**ARIZONA
ENGINEERING
COMPANY**

Civil and Environmental Engineering
Land Surveying

419 North San Francisco Street
Flagstaff, Arizona 86001-4064

Telephone (520) 774-7179
Facsimile (520) 779-1041

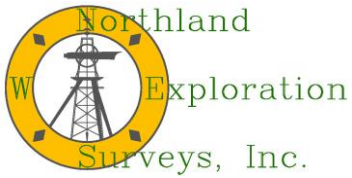


EXHIBIT "A"

LEGAL DESCRIPTION (Quintana Drive Lot 4 & 5):

A parcel of land, said parcel being a portion of Lots 4 and 5, Mahogany Run subdivision as recorded in Instrument No. Case 8, Map 78 of the Records of Coconino County, situated in Section 4, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land particularly describe as follows:

Quintana Drive as recorded in said Case 8, Map, as shown on **EXHIBIT "A-2"** and revised in and shown as **EXHIBIT "B1"** in Instrument No. 3045323 (attached), which is made a part hereof by this reference,

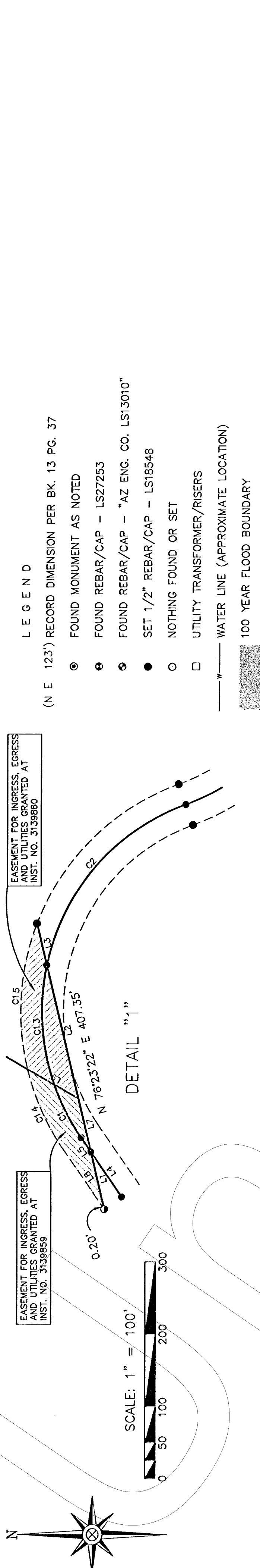
Said parcel contains 29,872 square feet of land, more or less.

NES # 19-013 Quintana Drive Lot 4 Easement.



CASE 8 MAP 78A

- SCHEDULE "B" ITEMS LISTED IN TRANSMISSION TITLE REPORT ORDER NO. 108181:
- TAXES - NOT SURVEYABLE
 - EASEMENT FOR WASTEWATER TREATMENT FACILITIES PER BOOK 6 PROMISCUOUS RECORDS PG. 602. BLANKET EASEMENT OVER THE SOUTHEAST QUARTER OF SECTION 4 FOR INSTALLATION AND MAINTENANCE OF WASTEWATER TREATMENT FACILITIES PER BOOK 6 PROMISCUOUS RECORDS PG. 602.
 - EASEMENT FOR WATERLINE PER BOOK 7 OF DEEDS PAGE 286. THIS EASEMENT HAS NO DEFINED WIDTH AND THE LOCATION IS AMBIGUOUS. THE APPROXIMATE LOCATION OF THE EXISTING WATER LINE IS SHOWN HEREON.
 - THE PIPELINE SHOWN ON THE REFERENCED MAP BEGINS AT A POINT 1248' WEST OF THE SOUTHEAST CORNER OF SECTION 4 AND HEADS GENERALLY NORTHERLY. THIS SUBDIVISIONS WEST BOUNDARY IS APPROXIMATELY 902' WEST OF SAID SOUTHEAST CORNER. THIS DRAWING OF THE PIPELINE DOES NOT AFFECT THIS PARCEL.
 - WATERLINE EASEMENT PER DOCKET 155 PAGE 433, 15' IN WIDTH, APPARENTLY AFFECTS LOTS 6 AND 7.
 - MONUMENT RECORDS - NO ADVERSE AFFECT ON PROPERTY.
 - UTILITY EASEMENT PER BOOK 6 PAGE 23 - NO ADVERSE EFFECT.
 - UTILITY EASEMENT PER BOOK 6 PAGE 23 - NO ADVERSE EFFECT.
 - EASEMENTS AS SHOWN ON RECORDED PLAT OF LOCKETT RANCHES (BOOK 13 PAGE 37) - ACCESS EASEMENT FOR QUINTANA DRIVE.
 - DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (FIRST AMENDMENT) AS RECORDED AT DOCKET 2012 PAGE 650.
 - RIGHT OF ENTRY FOR COCONINO COUNTY HEALTH SERVICES INTO TRACT 18 FOR INSPECTION OF WASTEWATER TREATMENT FACILITIES (INSTRUMENT NUMBER 3040371)



CURVE	RADIUS	ARC	DELTA	BEARING	CHORD
C1	305.00'	82.93'	15.34°44'	S82°59'57"W	82.67'
C2	305.00'	309.84'	58°08'58"	N48°54'47"W	296.43'
C3	400.80'	149.31'	21°20'22"	S44°17'24"W	106.45'
C4	305.00'	309.84'	58°08'58"	N48°54'47"W	296.45'
C5	300.00'	83.91'	16°00'20"	S27°35'28"E	83.53'
C6	300.00'	108.21'	20°40'00"	S82°55'50"E	107.67'
C7	300.00'	299.27'	42°32'01"	N65°18'09"E	292.34'
C8	400.00'	110.86'	06°32'54"	N09°47'29"E	110.80'
C9	970.00'	22.95'	01°21'21"	N05°50'22"E	22.95'
C10	970.00'	89.46'	12°48'52"	N37°27'42"E	89.28'
C11	400.00'	293.23'	16°48'03"	N22°39'15"E	292.18'
C12	1000.00'	167.89'	31°33'26"	S86°14'01"W	165.87'
C13	305.00'	123.68'	21°09'14"	S65°27'12"W	122.98'
C14	335.00'	205.71'	35°10'58"	N86°22'42"W	202.49'

LINE	DIRECTION	DISTANCE
L1	S76°23'22"W	82.01'
L2	S76°23'22"W	189.82'
L3	S76°23'22"W	59.41'
L4	N54°52'35"E	76.16'
L5	N54°52'35"E	23.85'
L6	S33°32'13"W	34.21'
L7	S76°23'22"W	76.11'
L8	N54°52'35"E	99.96'
L9	S28°19'51"W	81.94'

MAHOGANY RUN ROAD

QUINTANA DRIVE

LOT 16 500'14'47"E 443.11' (N00°15'12"W 1301.12')

LOT 15 500'14'47"E 212.11'

LOT 14 500'14'47"E 406.01'

LOT 1 6.6749 ± AC.

LOT 2 6.0355 ± AC.

LOT 3 5.7447 ± AC.

LOT 4 3.6597 ± AC.

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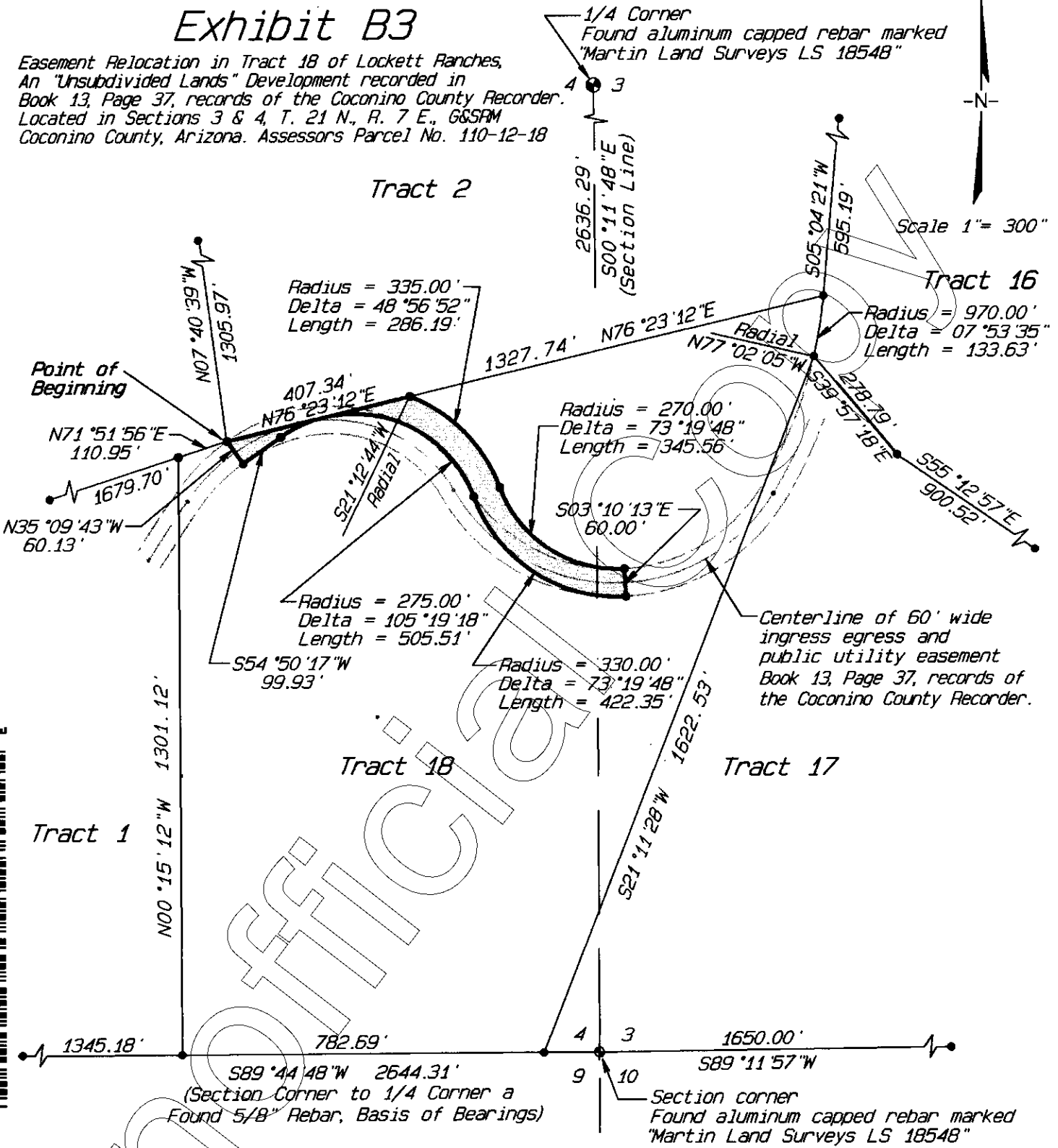
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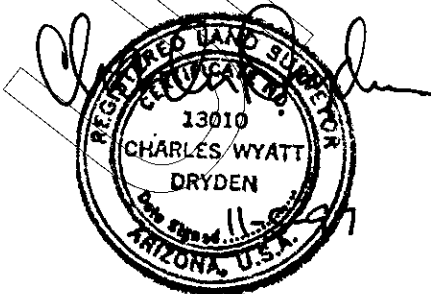
EXHIBIT "B1"

Exhibit B3

Easement Relocation in Tract 18 of Lockett Ranches, An "Unsubdivided Lands" Development recorded in Book 13, Page 37, records of the Coconino County Recorder. Located in Sections 3 & 4, T. 21 N., R. 7 E., G&SRM Coconino County, Arizona. Assessors Parcel No. 110-12-18



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Page: 4 of 5
E



**ARIZONA
ENGINEERING
COMPANY**

Civil and Environmental Engineering
Land Surveying
419 North San Francisco Street
Flagstaff, Arizona 86001-4064
Telephone (620) 774-7179
Facsimile (620) 779-1041

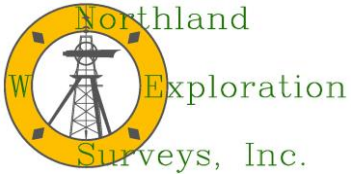


EXHIBIT "A"

LEGAL DESCRIPTION (D Balzer) :

A strip of land, said strip being a portion of Instrument No. 3769823 (R) of the Records of Coconino County, Arizona, situated in the Southeast $\frac{1}{4}$ of Section 4, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said strip of land being 30 feet in width, the centerline of said strip of land being described as follows:

FROM the Northwest parcel corner of said Parcel (R), thence N 76° 40' 51" E, along the Northerly parcel line of said Parcel (R), for a distance of 62.75 feet to a parcel corner along said Northerly parcel line;

Thence N 78° 05' 30" E, along said Northerly parcel line, for a distance of 83.93 feet to the **TRUE POINT OF BEGINNING**;

Thence S 21° 33' 09" W for a distance of 85.20 feet to the **END OF SAID STRIP OF LAND**, the side lines of said strip of land being either extended or shortened to intersect the North and Westerly parcel lines of said Instrument No. 3769823;

Said strip of land having an area of 2,560 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 D Balzer Access Easement.



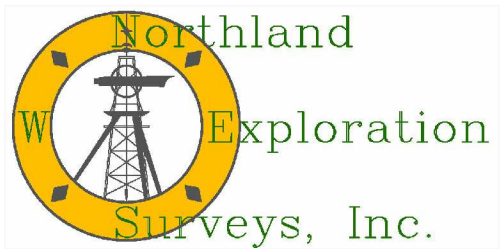
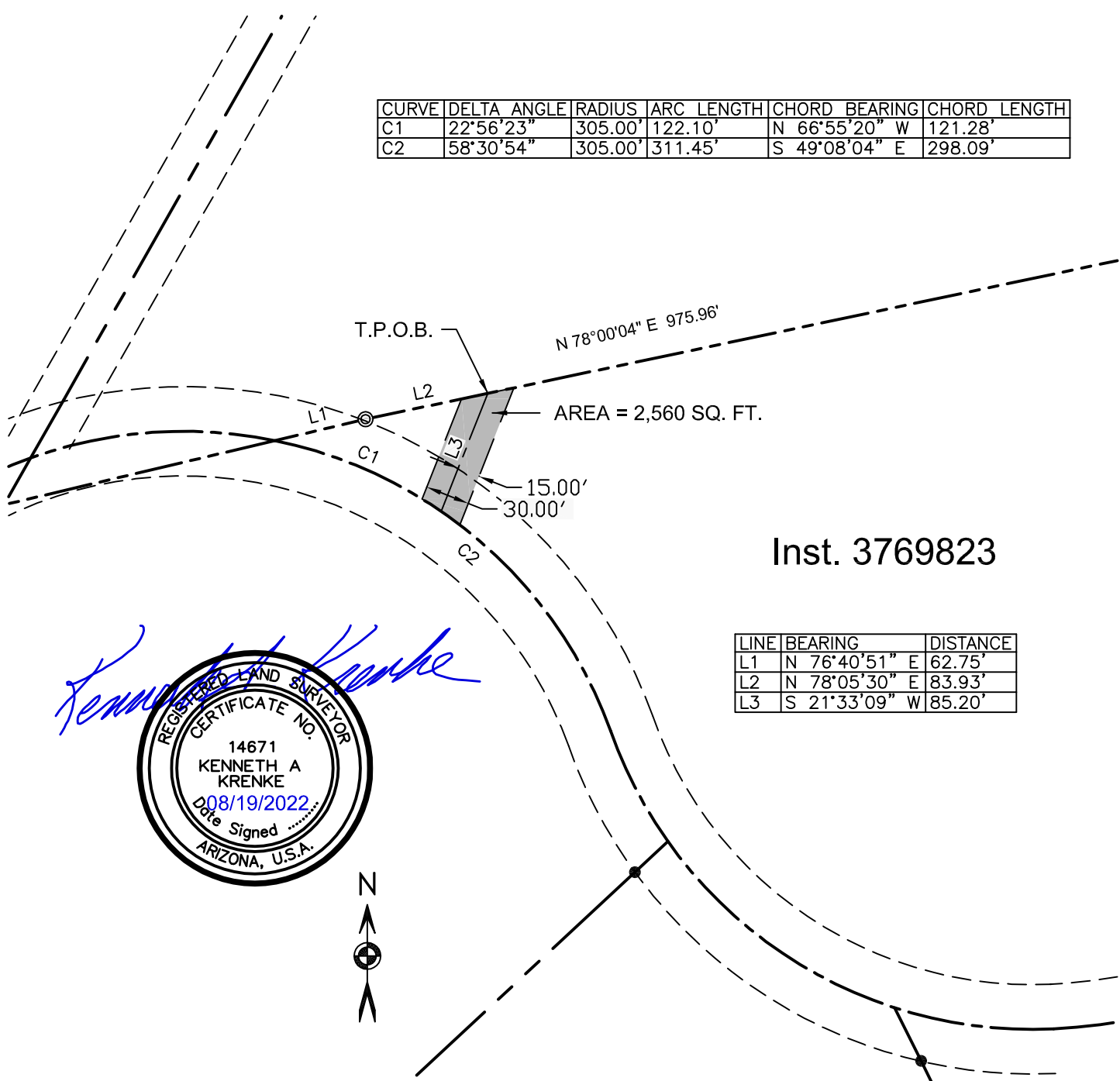


EXHIBIT "A-1"

A strip of land, said strip of land being a portion of Instrument No. 3769823 of the Records of Coconino County, Arizona, situated in the Southeast 1/4 of Section 4, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.

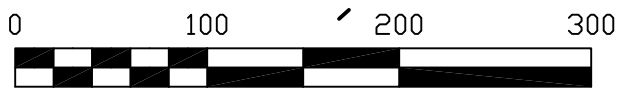
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	22°56'23"	305.00'	122.10'	N 66°55'20" W	121.28'
C2	58°30'54"	305.00'	311.45'	S 49°08'04" E	298.09'



LINE	BEARING	DISTANCE
L1	N 76°40'51" E	62.75'
L2	N 78°05'30" E	83.93'
L3	S 21°33'09" W	85.20'

Kenneth A. Krenke

REGISTERED LAND SURVEYOR
 CERTIFICATE NO. 14671
 KENNETH A. KRENKE
 08/19/2022
 Date Signed
 ARIZONA, U.S.A.



NES # 19-013 D. Balzer Access

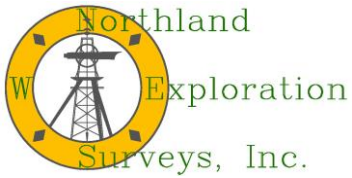


EXHIBIT "A"

LEGAL DESCRIPTION (Quintana Drive Tract 2):

A parcel of land, said parcel being a portion of Parcel 1 as described in Instrument No. 3454864, situated in Sections 3 and 4, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land particularly describe as follows:

Quintana Drive as recorded in Case 8, Map 78 of the Records of Coconino County, Arizona, as shown as Detail "1" on **EXHIBIT "A-2"** and granted in and shown as **EXHIBIT "A"** in Instrument No. 3139860 (attached), which is made a part hereof by this reference,

Said parcel contains 9,600 square feet of land, more or less.

NES # 19-013 Quintana Drive Tract 2 Easement.



EXHIBIT "A"

Legal Description of Easement

An easement for ingress, egress and utilities over a portion of Tract 2 Lockett Ranches, according to Book 13 of Land Surveys, pages 37 and 37A, and located in Section 4, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

Commencing for reference at the Southwest corner of Tract 2, which is found 5/8" rebar with illegible tag;

Thence North 76°23'22" East, along the South line of Tract 2, a distance of 0.20 feet;

Thence North 54°52'35" East, a distance of 99.96 feet to the beginning of a curve to the right;

Thence Northeasterly along said curve a distance of 123.68 feet, said curve having a radius of 335.00 feet, a delta of 21°09'14" and a chord of North 65°27'12" East 122.98 feet to the East line of that certain parcel described in Instrument No. 3001523 (rl) records of Coconino County, Arizona, to the Point of Beginning;

Thence continuing Southeasterly along said curve a distance of 205.71 feet to the South line of Tract 2, said curve having a radius of 335.00 feet, a delta of 35°10'58" and a chord of South 86°22'42" East 202.49 feet;

Thence South 76°23'22" West (South 76°23'13" West rl) along said South line, a distance of 249.23 feet;

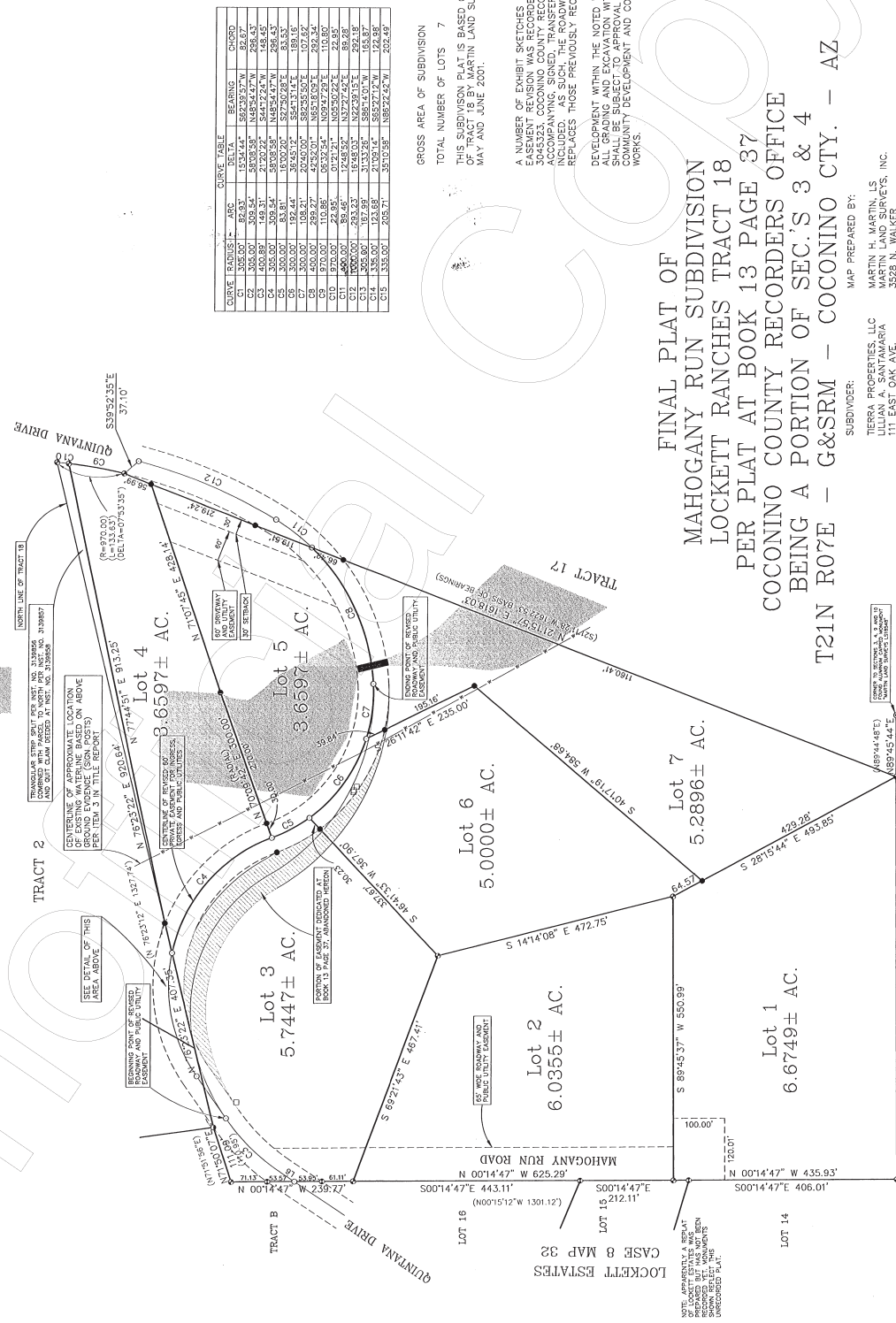
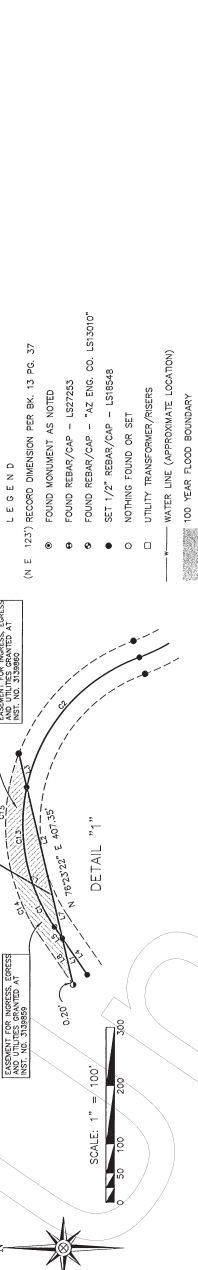
Thence North 29°19'51" East (rl), a distance of 81.94 feet to the Point of Beginning.



CASE 8 MAP 78A

SCHEDULE "B" ITEMS LISTED IN TRANSMISSION TITLE REPORT ORDER NO. 108181:

1. TAXES - NOT SURVEYABLE
2. EASEMENT FOR TELEPHONE PER BOOK 6 PROMISSORY RECORDS PG. 802. BLANKET EASEMENT OVER THE SOUTHEAST QUARTER OF SECTION 36, T21N R07E G&SRM - COCONINO COUNTY, ARIZONA, AS SHOWN ON RECORD 1284 PAGE 460.
3. EASEMENT FOR WATERLINE PER BOOK 7 OF DEEDS PAGE 286. THIS EASEMENT HAS NO DEFINED WIDTH AND THE LOCATION IS APPROXIMATELY LOCATED ON THE EASTING WATER LINE IS SHOWN HEREON.
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LINE	DIRECTION	DISTANCE
L1	S 89°45'44" W	752.96'
L2	S 72°23'22" W	89.82'
L3	S 72°23'22" W	59.41'
L4	S 53°12'33" W	76.85'
L5	S 53°12'33" W	76.85'
L6	S 72°23'22" W	76.11'
L7	S 72°23'22" W	76.11'
L8	S 24°19'51" W	81.94'

CURVE	RADIUS	ARC	BETA	BEARING	CHORD
C1	3065.00'	82.83'	153.3444'	S52°39'57" W	82.87'
C2	4003.00'	309.31'	507.0527'	N43°27'54" W	238.43'
C3	4003.00'	309.31'	507.0527'	N43°27'54" W	238.43'
C4	3065.00'	82.83'	153.3444'	S52°39'57" W	82.87'
C5	3065.00'	82.83'	153.3444'	S52°39'57" W	82.87'
C6	3065.00'	82.83'	153.3444'	S52°39'57" W	82.87'
C7	3065.00'	82.83'	153.3444'	S52°39'57" W	82.87'
C8	4003.00'	309.31'	507.0527'	N43°27'54" W	238.43'
C9	4003.00'	309.31'	507.0527'	N43°27'54" W	238.43'
C10	4003.00'	309.31'	507.0527'	N43°27'54" W	238.43'
C11	4003.00'	309.31'	507.0527'	N43°27'54" W	238.43'
C12	4003.00'	309.31'	507.0527'	N43°27'54" W	238.43'
C13	4003.00'	309.31'	507.0527'	N43°27'54" W	238.43'
C14	4003.00'	309.31'	507.0527'	N43°27'54" W	238.43'
C15	4003.00'	309.31'	507.0527'	N43°27'54" W	238.43'

GROSS AREA OF SUBDIVISION 36.06 ± AC.
 TOTAL NUMBER OF LOTS 7
 THIS SUBDIVISION PLAT IS BASED ON A FIELD SURVEY OF TRACT 18 BY MARTIN LAND SURVEYS DURING MAY AND JUNE 2001.

A NUMBER OF EXHIBIT SKETCHES OF THE PROPOSED EASEMENT REVISION WAS RECORDED AT INSTRUMENT NUMBER 3045323, COCONINO COUNTY RECORDERS OFFICE, BUT NO ACCOMPANYING SIGNED, TRANSFER DOCUMENTS WERE RECORDED. THIS SUBDIVISION SHOWN HEREON REPLACES THOSE PREVIOUSLY RECORDED.

DEVELOPMENT WITHIN THE NOTED "100 YEAR FLOODPLAIN" AND ALL OTHER AREAS AND EXCAVATION WITHIN SAID FLOOD PLAIN SHALL BE SUBJECT TO THE REGULATIONS AND RESTRICTIONS OF COMMUNITY DEVELOPMENT AND COCONINO COUNTY PUBLIC WORKS.

MARTIN LAND SURVEYS
 No. 31442-11
 520 S 34th St, Phoenix, AZ 85018
 Phone: (602) 944-1111
 Fax: (602) 944-1112
 Website: www.martinland.com

MAP PREPARED BY:
 TIERRA PROPERTIES, LLC
 LILLIAN A. SANTAMARIA
 111 EAST OAK AVE.
 FLAGSTAFF, AZ 86004
 PHONE: 505-328-3277 FAX: 505-328-3277

SHEET 2 OF 2

NO WATER SYSTEM IS PROVIDED FOR THE LAND DIVISION AS OF THE DATE OF RECORDATION OF THIS MAP. ALL ROADS AND STREETS ARE PRIVATELY OWNED AND ARE TO BE MAINTAINED BY THE PROPERTY OWNERS.

COCONINO COUNTY



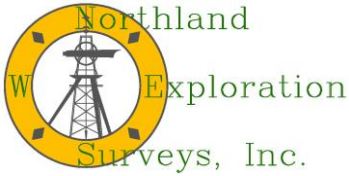


EXHIBIT "A"

LEGAL DESCRIPTION (N Heflin R Mike) :

A strip of land, said strip being a portion of Instrument No. 3454864 (R) of the Records of Coconino County, Arizona, situated in the Southeast $\frac{1}{4}$ of Section 4, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said strip of land being 30 feet in width, the centerline of said strip being more particularly described as follows:

FROM the Southwest parcel corner of said Parcel (R), thence N 76° 36' 45" E, along the Southerly parcel line of said Parcel (R), for a distance of 249.88 feet to a parcel corner along said Southerly parcel line;

Thence N 78° 05' 30" E, along said Southerly parcel line, for a distance of 83.93 feet to the **TRUE POINT OF BEGINNING**;

Thence N 21° 33' 09" E, for a distance of 122.57 feet to the **END OF SAID STRIP OF LAND**, the said lines of said strip to be extended or shortened to intersect the Southerly parcel line;

Said parcel of land having an area of 3,677 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 N Heflin R Mike Access Easement.



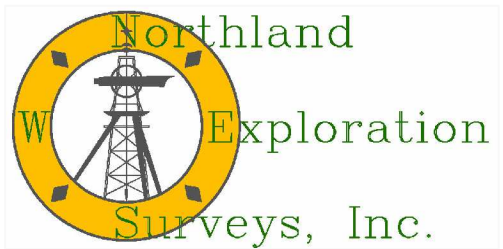


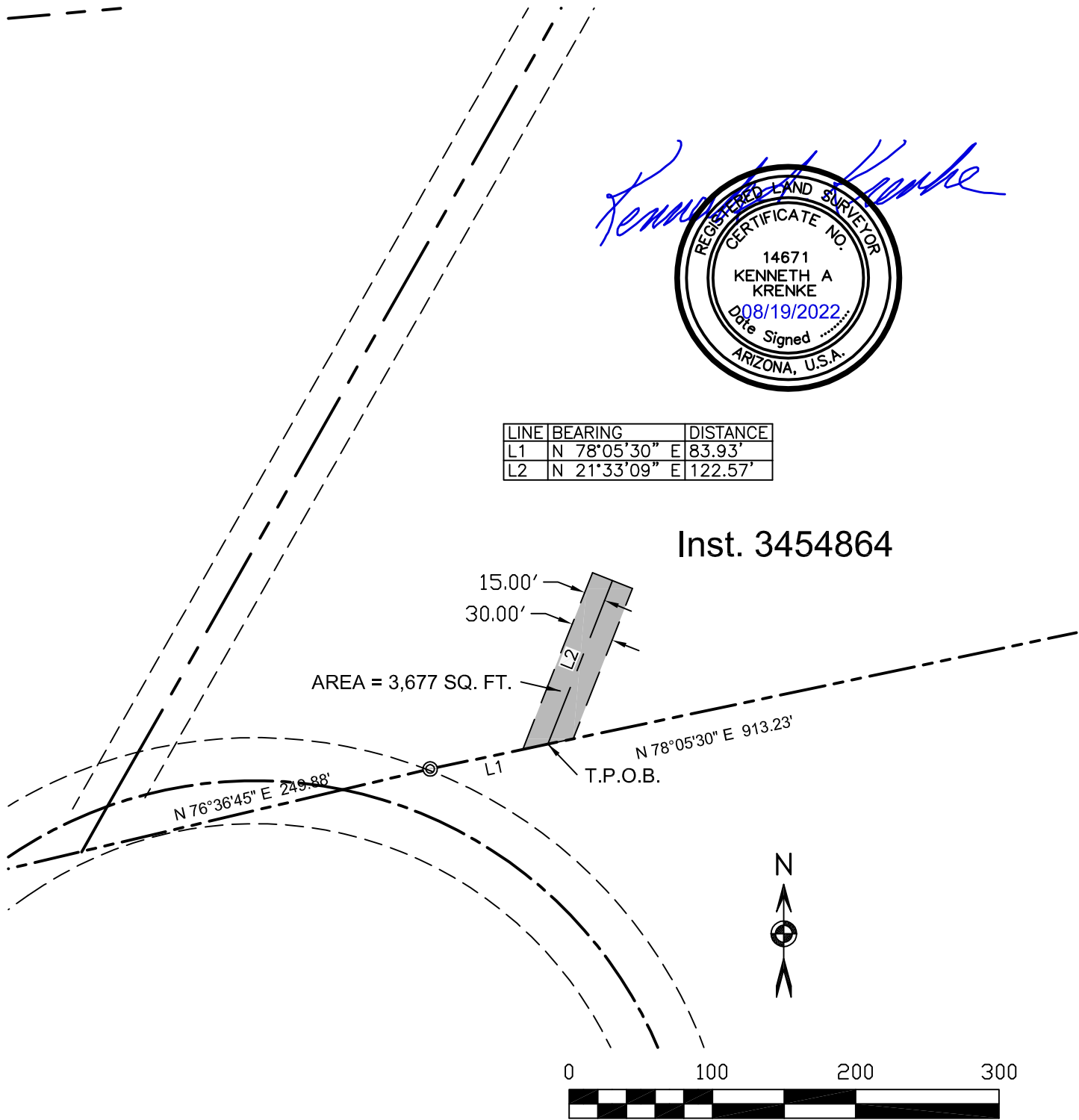
EXHIBIT "A-1"

A strip of land, said strip of land being a portion of Instrument No. 3454864 of the Records of Coconino County, Arizona, situated in the Southeast 1/4 of Section 4, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.



LINE	BEARING	DISTANCE
L1	N 78°05'30" E	83.93'
L2	N 21°33'09" E	122.57'

Inst. 3454864



NES # 19-013 N Heflin R Mike Access

EXHIBIT A

A strip of land located in the Northwest quarter of Section 10, Township 21 North, Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, being a portion of those parcels of land described in Docket 246, page 470 [Record 1 (R1)] and Docket 307, page 314 [Record 2 (R2)], records of Coconino County, Arizona, described as follows:

COMMENCING at the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 10;

THENCE South $89^{\circ}56'00''$ East (R1 and R2), 282.40 feet (R1 and R2) along the North line of Fir Avenue as shown on the record plat of Mount Elden Park as recorded in Book 2, page 38, records of Coconino County, Arizona;

THENCE South $89^{\circ}56'00''$ East (R1 and R2), 436.09 feet (R1 and R2) along the North line of Fir Avenue to the TRUE POINT OF BEGINNING;

THENCE North $89^{\circ}56'00''$ West (R1 and R2) 55.03 feet (R1 and R2) along the North line of Fir Avenue to its intersection with the centerline of Valley Drive, as shown on said plat of Mount Elden Park;

THENCE North $89^{\circ}56'00''$ West (R1 and R2) 54.97 feet (R1 and R2) along the North line of Fir Avenue to the cusp of a curve that is tangent to said North line of Fir Avenue;

THENCE Northeasterly 39.24 feet (R1 and R2) along the arc of a 25.00 foot (R1 and R2) radius curve, concave to the Northwest and having a central angle of $89^{\circ}56'00''$ (R1 and R2);

THENCE North $0^{\circ}08'00''$ East, 263.08 feet (R1 and R2);

THENCE Northwesterly 693.83 feet (R1 and R2) along the arc of a 1009.61 foot (R1 and R2) radius curve, concave to the Southwest and having a central angle of $39^{\circ}22'30''$ (R1 and R2);

THENCE North $39^{\circ}14'30''$ West (R1 and R2) 164.60 feet (R1 and R2);

THENCE continuing North $39^{\circ}14'30''$ West (R1 and R2) to an intersection with the North line of said Southeast quarter of the Northwest quarter of said Section 10;

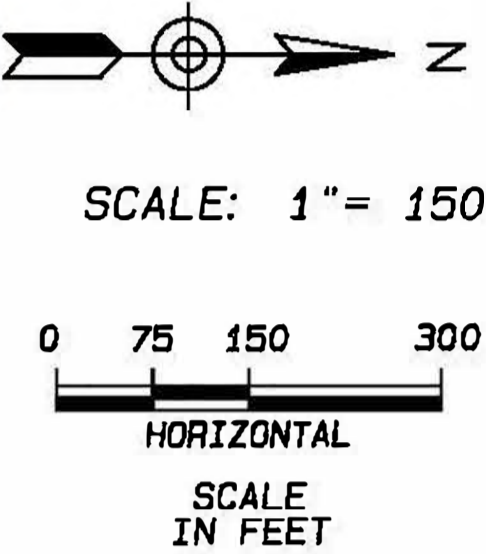
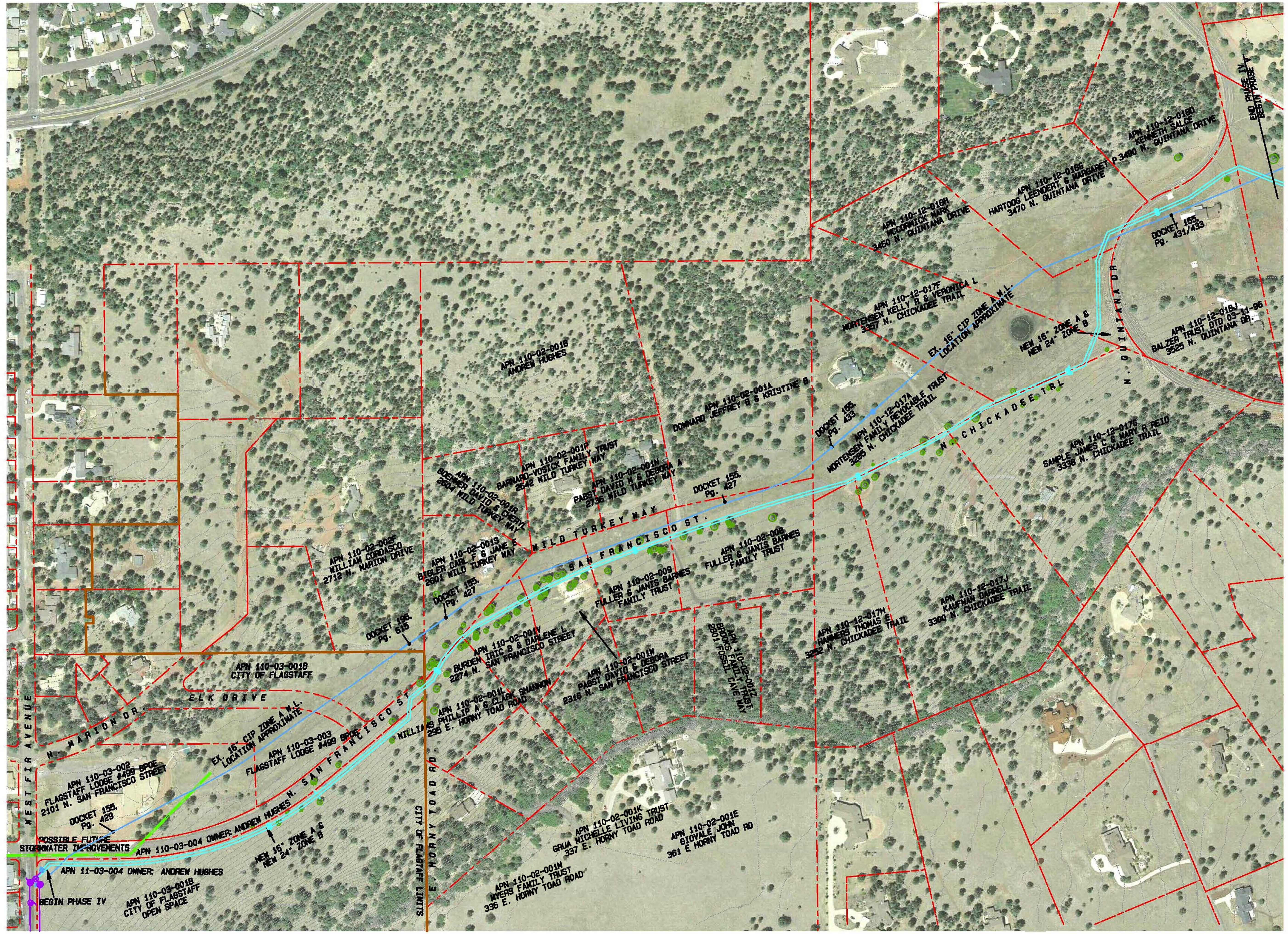
THENCE South $89^{\circ}58'15''$ East (R1 and R2) along said North line, 77.50 feet (R1 and R2);

THENCE South $39^{\circ}14'30''$ East (R1 and R2) 465.68 feet (R1 and R2);

THENCE Southeasterly, 735.06 feet (R1 and R2) along the arc of a 1069.61 foot (R1 and R2) radius curve, concave to the Southwest and having a central angle of $39^{\circ}22'30''$ (R1 and R2);

THENCE South $0^{\circ}08'00''$ West (R1 and R2) 262.96 feet (R1 and R2);

THENCE Southeasterly, 39.30 feet (R1 and R2) along the arc of a 25.00 foot (R1 and R2) radius curve, concave to the Northeast and having a central angle of $90^{\circ}04'00''$ (R1 and R2) to the cusp of a curve and the TRUE POINT OF BEGINNING.



TURNER ENGINEERING INC. 528 N. ASPEN AVE., FLAGSTAFF, ARIZONA 86001 (928) 778-1814			
TEL PROJ. NO.:	40219	CHECKED: PT	DATE: 7/7/2020
DESIGN: DM/MM		DRAWN: DM/MM	
SCALE:		HORIZ: 1" = 150'	VERT: N/A

**PRELIMINARY
NOT FOR
CONSTRUCTION**
(ISSUED 7/7/2020)

**CITY OF FLAGSTAFF
SWITZER CANYON MAIN
WATER TRANSMISSION MAIN
PHASE IV CONCEPT ALIGNMENT**

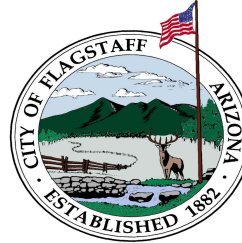
**RESIDENT WATER
METER MAP**

PRELIMINARY
NOT FOR
CONSTRUCTION

C:\Users\TVE\OneDrive\Documents\New Folder\10119 - 6-17-20 Color.pdf - 6-17-20 Color.pdf Tue Jul 07 12:03:51 2020

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 05/18/2023
Meeting Date: 05/23/2023



TITLE

Future Agenda Item Request (F.A.I.R.): A Citizens' Petition titled Heavy Industrial Adjacent to Residential

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City...who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on April 17, 2023, requesting that the City Council "give parcel APN 113-10-001R a proper access through City land APN 113-06-003 and 113-06-004 to access N. El Paso Flagstaff Road as option #1 or through city and then county property to access Empire."

Attached is the petition along with information provided by staff regarding the request.

INFORMATION:

Chapter 1-12 of the Flagstaff City Code formalizes the information to be required, and the attached petition conforms to those requirements. As outlined in this chapter, the petition is to be submitted to the Council under Future Agenda Item Request (F.A.I.R.) to determine if there is Council interest in placing the item on a future agenda for consideration.

Attachments: [Petition #2023-03](#)
[Information Provided by Transportation Section](#)

PETITION TO FLAGSTAFF CITY COUNCIL
Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

RECEIVED
APR 18 2023
BY: Stray

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Heavy Industrial Adjacent to Residential _____
Action Requested:

Re-evaluate usage of these parcels to provide a level of safety to the surrounding communities.

Give parcel APN 113-10-001R a proper access through City land APN 113-06-003 AND 113-06-004 to access N. El Paso Flagstaff Road as option #1 or through city and then County property to access Empire. The land behind the hill is the same character and the City should give an easement to allow access.

Printed Name of Submitter: Joelle Wirth

(Submitter must also sign below and complete information)

Contact Information: 928.853.9994 joellew86004@msn.com

(PHONE NUMBER AND/OR E-MAIL ADDRESS)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
4-13-23	Joelle Wirth	6275 N. Dodge Ave.	<i>Joelle Wirth</i>
4/13/23	Bonnie Milligan	6265 N. Dodge	<i>Bonnie Milligan</i>
4/13/23	Phillip Milligan	6265 Dodge Ave	<i>P. Milligan</i>
4/13/23	JULIAN BOWERS	6225 N DODGE AVE	<i>Julian Bowers</i>
4/13/23	Debra Bowers	6225 N Dodge Ave	<i>Debra Bowers</i>
4-13-23	SERGEI K.	6275 N. DODGE	<i>Sergei K.</i>
4-13-23	Elizabeth Goodman	4940 E TRAILS END DR.	<i>Elizabeth Goodman</i>
4/13-23	Karen Castro	4930 E. Trails End Dr.	<i>Karen Castro</i>
4/13/23	Jessica Castro	4930 F. Trails End Dr.	<i>Jessica Castro</i>
4/13/23	Dennis Spurlin	3372 N Estates St	<i>Dennis Spurlin</i>

RECEIVED BY CITY OF FLAGSTAFF

TITLE OF ISSUE: Heavy Industrial Through Residential PAGE _____ OF _____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
04/15/2023	Derek Goodman	4940 C Trails End Dr.	
4/15/2023	Karl Heim	6340 N. Mountaineer RD	
4/15/2023	JEFF O'clair	4885 warrior Dr.	
4/15/2023	Summer Covey	6200 N Mountaineer	
4/15/2023	Susan McPeters	6085 N Mountaineer	
4/15/2023	Vrendi R. Will	6045 N. Mountaineer	
4/15/2023	Robert D. Woodruff	6045 N. Mountaineer	
4-16-2023	Denise West	6155 N. Dodge Ave.	
4/16/2023	Luke Snyder	6230 N. Dodge	
4/16/23	Meredith Poe	6150 N. Dodge	
4/16/23	Phillip SANDBAKER	6145 N. Dodge	
4-16-23	Cindy Martin	4976 E Halfman	
4/16/23	V. Michelle Brown	V. Michelle 6135 N Dodge	
4/16/23	RUBEN SEDILLO	6215 N DODGE	
4/16/23	Connie Sedillo	6215 N Dodge Ave	
4/17/23	STUART KLIMANN	6120 N. DODGE AVE.	
4/17/23	Rebecca Cook	6075 N. Dodge Ave	
4/17/23	Chasen Hyder	6065 N. Dodge Ave	
4/17/23	Avanne Hyder	6065 N. Dodge Ave	
4-17-23	Cindy Miller	6090 N Smokerise	
4-17-23	STEEVE MILLER	6090 N Smokerise	
4-16-23	Cindy Santiago	6045 N. Smokense Dr.	
4-16-23	JONATHAN GIRDNER	5995 N. Broken Arrow Rd	

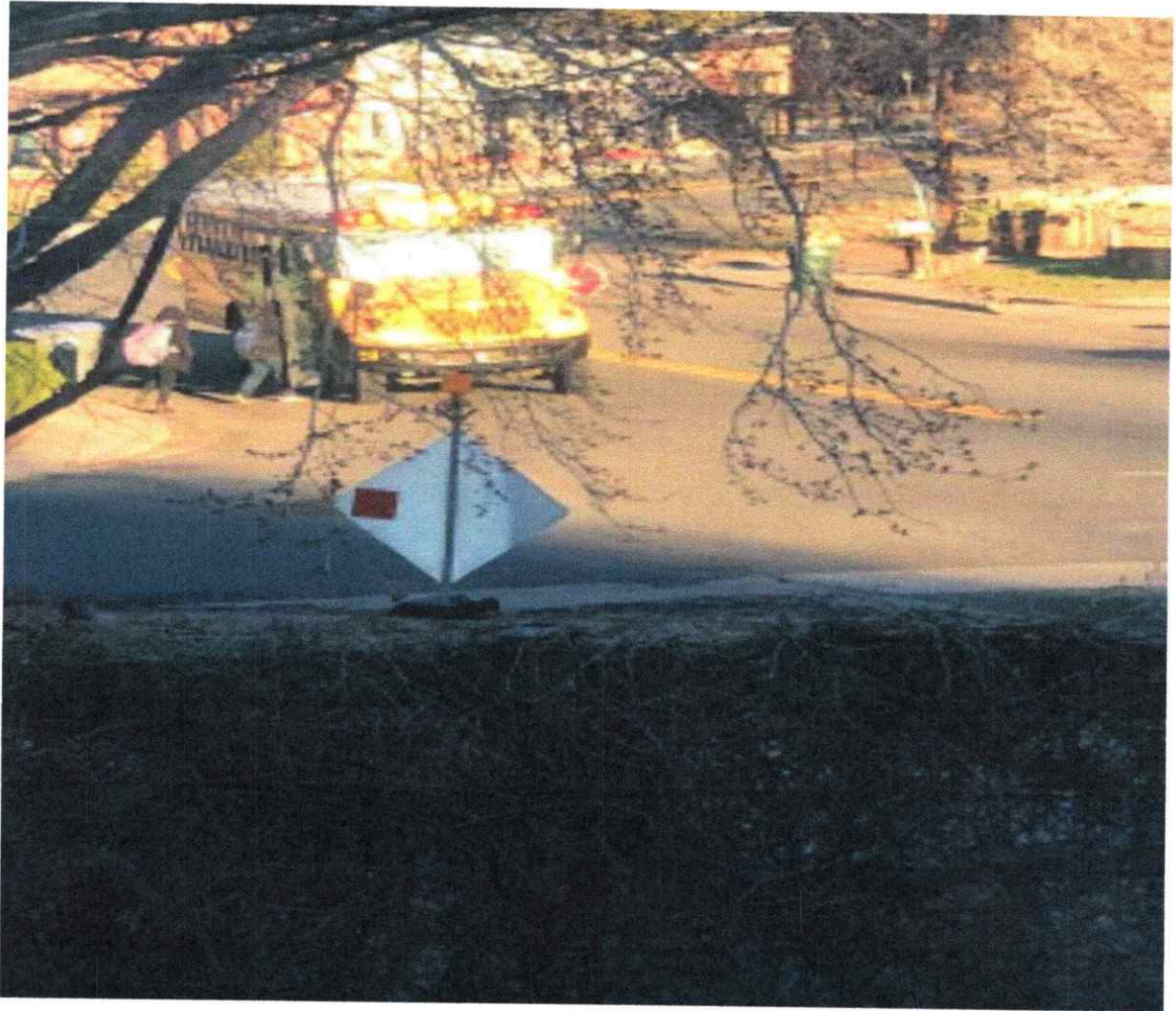
Table of Contents for Handouts

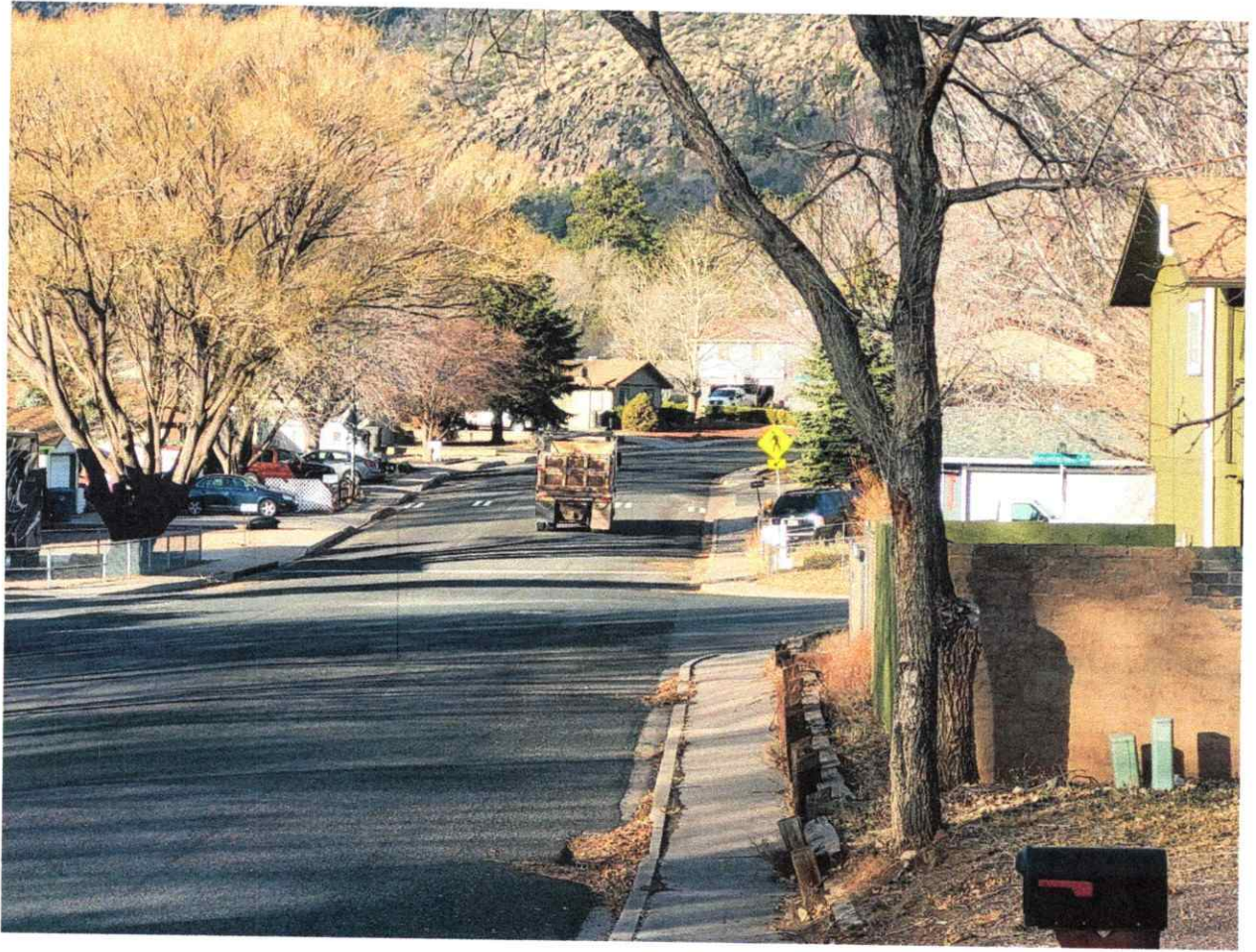
1. Signage in the neighborhood prohibiting heavy vehicles
2. School bus stop at Trails End and Mountaineer- in Heavy Industrial routs
3. HI vehicles cutting through the neighborhood
4. HI close up by pedestrian crossing to play area
5. Additional HI vehicle cutting through neighborhood
6. HI Vehicle close up
7. Billy Todd truck taking asphalt up Trails End Retreat w/o operational permits
8. Heavy equipment creating dust
9. Picture of HI yard
10. material dumping creating dust
11. Signage placed in March without approval from the city
12. Signage knocked over but was placed w/o permission and directing traffic
13. Modular home placed at the site w/o permit

Neighborhood Concerns

Safety Data Sheet for Limestone











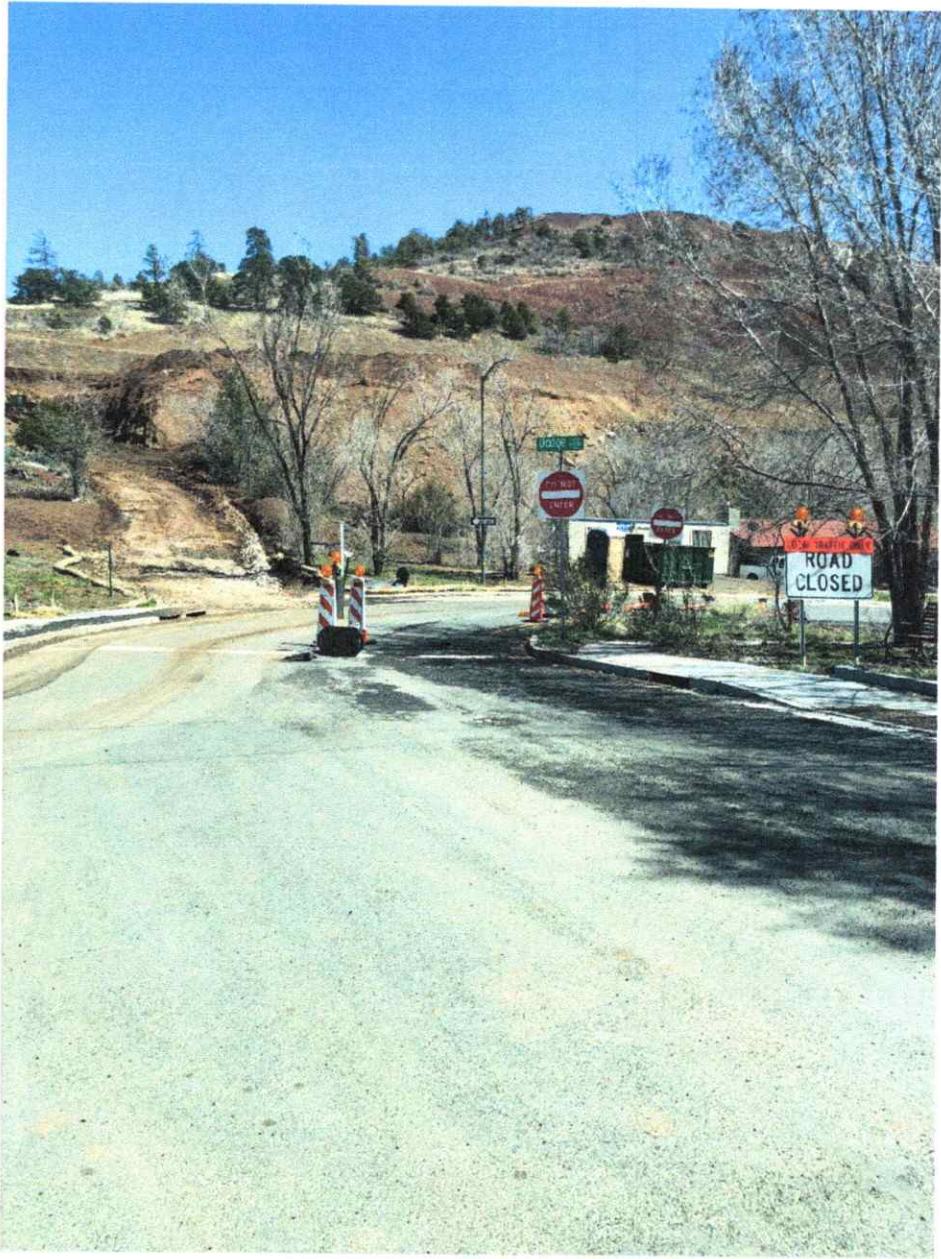
















Neighborhood Concerns:

Heavy equipment entering through residential areas.

1. Large trucks, semis with trailers, heavy equipment. These are all accessing the HI site through Trails End - a residential area.
2. Signage on Trails End prohibits gross vehicle weight of greater than 26,000 lbs. It is estimated that the majority of the trucks entering this site are 60,000+ lbs.
3. There are two commercial facilities on the corner of Trails End and 89 and they are the US Park Service and the Indian Health Services (IHS) facilities. Both of these facilities have gone on record to state they are using the neighborhood to exit their facilities. Whatever happens with this project lights need to be provided at the highway.
4. There is a school bus stop on the corner of Dodge and Mountaineer.
5. During Covid the HIS facility had vehicles backed up down Trails End and also through Mountaineer. If we were to experience a medical emergency again there is insufficient room on the roadway for residents to access their homes with backed up vehicles and large commercial trucks on the roadway. The normal vehicular traffic blocked residents from street side parking and their driveways.
- 6.7. We have children and small pets that cross the roads and these large vehicles which are speeding through the neighborhood cannot stop quickly.
8. The Fire Marshall visited the site to see if Asphalt is being stored up there. Asphalt is flammable and with such close proximity to residents and the forest should be monitored. Although he didn't see much, it is being stored there, per the newsletter by Mr. Todd. But the Fire Marshall did say that the required emergency exit at Trails End Retreat was blocked off by boulders and must be reopened. Trails End Retreat is not a wide street and with streetside parking due to the small driveways it would be very difficult for a firetruck to access the site. The emergency access has not yet been reopened.

Air Quality

1. The operator is transporting and crushing limestone to repurpose it. Limestone is a Category 1A carcinogen with a specific target organ toxicity of Category 2. Hazards include: may cause cancer, damage to organs and lungs through prolonged repeated exposure, skin irritation, and serious eye irritation.
2. Houses at the top of the hill have been observed in clouds of dust. The house at the very top of Trails End Retreat has been pressure washed due to the dust coating their home. They should not be living there with that much dust; it is inside their home, and they have an infant child. The other homes and *occupants are in danger as well.*
3. In a recent post on the Next-Door App Billy Todd stated; we are required to take a Method 9 course every 6 months to measure the opacity of the dust we create to assure we are not creating more than allowed per ADEQ.

to operate under a permit that does not allow them to create dust and they must take a method 9 course 2 x a year. Calls are in to ADEQ Air Quality to see if this testing is sufficient or if the amount of accumulation on the exterior of the existing homes would justify additional concerns.

Owner-Operator

1. The owner, Billy Todd, has proven to not be a rule follower.
 - a. He started operations of trucking material to the site On December 2, 2022, without full compliance with the City of Flagstaff. He did stop when asked repeatedly by the city.
 - b. He set up traffic diversions two separate times without approval from the City and directed traffic down Dodge which is one way and no entry. The first in March and the second this April.
 - c. He placed a modular home up on the property without obtaining permits from the city. Are mobile homes allowed in this area and does the current modular meet setbacks.
 - d. Mr. Todd says he will police the trucks from cutting through the neighborhood. This is not believable as we have observed heavy equipment throughout the neighborhood.
 - e. He altered the access road and is now working on what appears to be a new storm water catchment area. We have spoken to Reed Miller on 4-18-23 and he is heading out to take a look at him which he is working on. He was not certain that he had obtained permits for this work.
 - f. We believe there is a conflict of interest with Mr. Todd owning homes in the Trails End Retreat neighborhood, operating a business abutting the neighborhood and having influence on the HOA.

Issues with Communication with the city

1. Was told by the city that the lot across from 6275 was involved in a land swap to allow access for the HI site and would be residential. After speaking with Reed Miller, it turns out this has not been made into a residential lot at this time.
2. Was told that gross vehicle weight signage means nothing and was merely a detriment to prevent large heavy vehicles from entering Trails End and that they are supposed to access through Empire.
3. Told that signage needed to be modified so that Billy Todd would not get in trouble.
4. Was told that the City Council approved the Trails End Retreat Subdivision to be adjacent to the site *that was zoned heavy industrial*.
5. Zoning code strongly suggests that residential and HI not be collocated for many of the reasons we are meeting today.

10-02-004-0005. INDUSTRIAL AND FACILITY DISTRICTS:

D. HEAVY INDUSTRIAL (HI) DISTRICT. The Heavy Industrial (HI) District is intended to provide for manufacturing and industrial development of a less restrictive nature than in the Light Industrial (LI) District. Uses with large amounts of exterior storage or processing that generate noise, dust, or other nuisances fall within this category. The Heavy Industrial (HI) District should be located only in those areas where the relationship to surrounding land use would create fewer problems of compatibility and would

not necessitate such stringent regulatory controls. This district is further intended not to abut any residential or commercial district.

Suggested Solutions

Mr. Todd has made an investment and should be able to utilize his property, we just do not think it is a great fit for the neighborhood. And likely to be subject to air, noise and traffic and safety complaints. We have looked at some possible routes for the City to consider.

1. The City of Flagstaff develop an access behind Sheep Hill and through City and/or County property
 - a. Route #1 could access the opposite side of the El Paso site and connect to the paved Picture Canyon Cultural Center Road. This reduces contact with visitors to the site and the back side of the mining operations would likely also be HI rated due to the proximity to the mining operations. Wastewater trucks use this road to access the WWTP.
 - b. Route #2 could be behind Sheep Hill through City property and though the north Coconino County boundary and exit on to Empire.
 - c. Rout #3 Work with USDA Forest Service to have access to 89 along the bac boundary, there are already trucks using this area behind Mary's and the gas station.
 - d. Option #4- the City of Flagstaff negotiates to move HI which creates air pollution, noise, health and safety concerns to a more suitable location away from residential.

Safety Data Sheet **Limestone**

Section 1. Identification

GHS product identifier: Limestone
Other means of identification: Crushed Stone, Calcium Carbonate, Aggregate
Relevant identified uses of the substance or mixture and uses advised against: Limestone may be used in the manufacture of bricks, mortar, cement, concrete, plasters, paving materials, and other construction materials. Limestone aggregate may be distributed in bags, totes, and bulk shipments. No known recommended restrictions.

Supplier's details: 300 E. John Carpenter Freeway, Suite 1645
 Irving, TX 75062
 (972) 653-5500

Emergency telephone number (24 hours): CHEMTREC: (800) 424-9300

Section 2. Hazards Identification

GHS Classification: CARCINOGENICITY – Category 1A
 SPECIFIC TARGET ORGAN TOXICITY – Category 2
 REPEATED EXPOSURE
 SKIN CORROSION/IRRITATION – Category 2
 EYE DAMAGE/IRRITATION – Category 2A

GHS label elements

Hazard pictograms:



Signal word: Danger
Hazard statements: May cause cancer
 May cause damage to organs (lung) through prolonged or repeated exposure
 Causes skin irritation
 Causes serious eye irritation

Precautionary statements:

Prevention: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wash any exposed body parts. Wear protective gloves/protective clothing/eye protection/face protection.

Response: If exposed or concerned: Get medical advice/attention. If on skin: Wash with plenty of water. Take off contaminated clothing and wash it before reuse. If in eyes: Rinse continuously with water for several minutes. Remove contact lenses, if present and easy to do.

Storage: Restrict or control access to stockpile areas (store locked up). Engulfment hazard: To prevent burial or suffocation, do not enter a confined space, such as a silo, bulk truck or other storage container or vessel that stores or contains aggregates without an effective procedure for assuring safety.

Disposal: Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazards not otherwise classified (HNOC): None known

Supplemental Information: Respirable Crystalline Silica (RCS) may cause cancer. Limestone is a naturally occurring mineral complex that contains varying quantities of quartz (crystalline silica). In its natural bulk state, limestone is not a known health hazard. Limestone may be subjected to various natural or mechanical forces that produce small particles (dust) which may contain respirable crystalline silica (particles less than 10 micrometers in aerodynamic diameter). Repeated inhalation of respirable crystalline silica (quartz) may cause lung cancer according to IARC and NTP; ACGIH states that it is a suspected cause of cancer. Other forms of RCS (e.g., tridymite and cristobalite) may also be present or formed under certain industrial processes.

Hazard Classes and their Applicable Categories

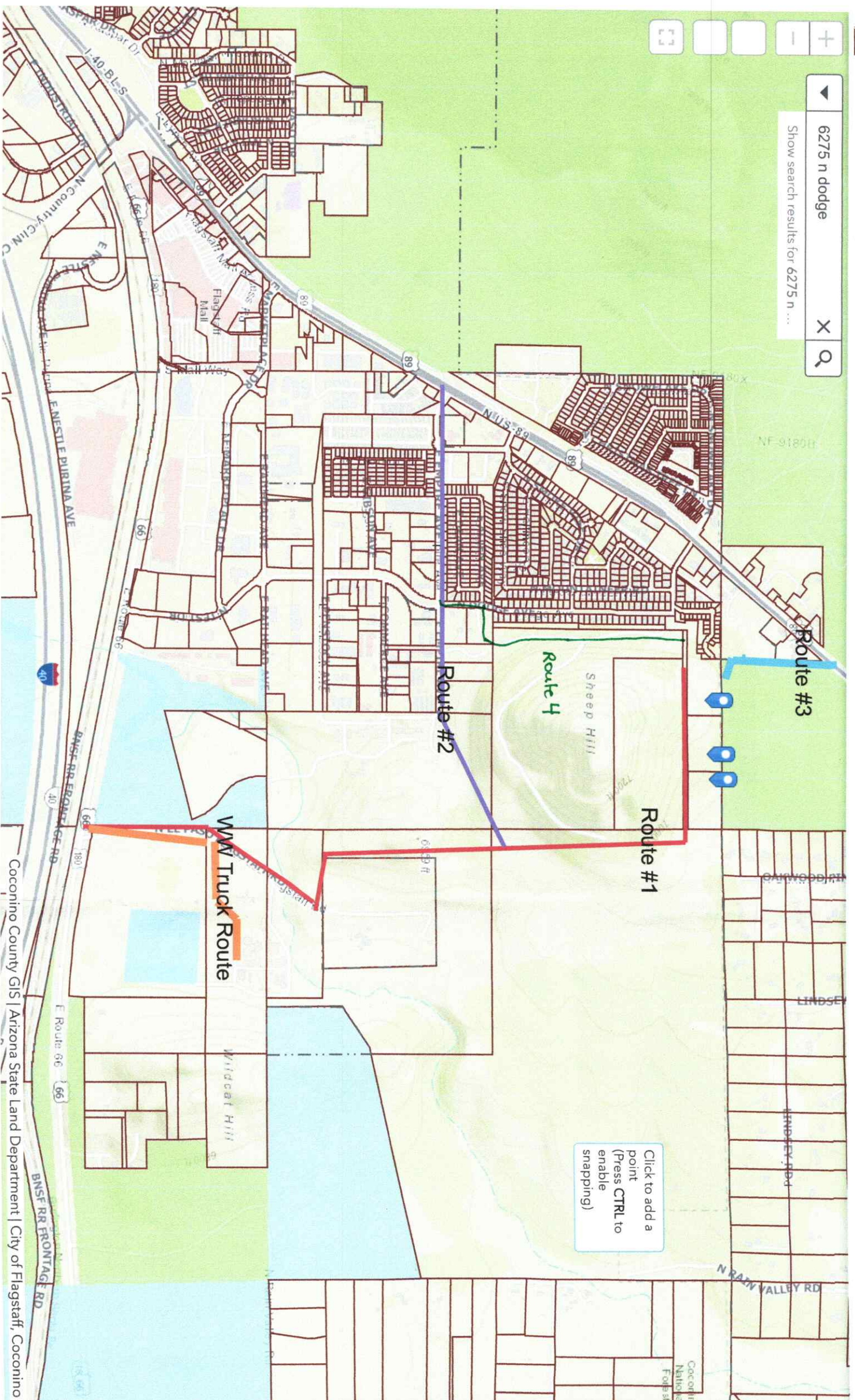
The following tables can be used as a quick reference once you've determined a material's **hazard classification**. Each class has one or more associated categories. Once you determine class and category you'll have the information you need to assign signal words, pictograms, and precautionary statements.

Physical Hazards

Hazard Class	Associated Hazard Category
Explosives	Divisions 1.1-1.6 (with 1.1 being the most hazardous, 1.6 the least hazardous)
Flammable gases	Categories 1 and 2
Flammable aerosols	Categories 1 and 2
Oxidizing gases	Category 1
Gases under pressure	4 Groups include: Compressed gas, Liquefied gas, Dissolved gas, and Refrigerated liquefied gas
Flammable liquids	Categories 1 - 4
Flammable solids	Categories 1 and 2
Self-reactive substances	Types A-C
Pyrophoric solids	Category 1
Pyrophoric liquids	Category 1
Self-heating substances	Categories 1 and 2
Substances which in contact with water emit flammable gases	Categories 1 - 3
Oxidizing liquids	Categories 1 - 3
Oxidizing solids	Categories 1 - 3
Organic peroxides	Types A-G
Substances corrosive to metal	Category 1

Health Hazards

Hazard Class	Associated Hazard Category
Acute toxicity	Categories 1-4 (with 1 being the most dangerous)
Skin corrosion	Categories 1A, 1B, 1C, and 2
Skin irritation	Categories 1A, 1B, 1C, and 2
Eye Effects	Categories 1, 2A, and 2B
Sensitization (Skin or Eye)	Category 1A and 1B
Germ cell mutagenicity	Categories 1A, 1B, and 2



Click to add a point (Press CTRL to enable snapping)

Draw

Select draw mode

Point Line Polyline Polygon Star Text

WW Truck Route

WW Truck Route

Font size:

Font color:

Preview:

Undo Redo Clear

0.2mi

35.238 -111.549 Degrees



MEMORANDUM

Transportation
Engineering
Section

To: Flagstaff City Council

From: Jeffrey Bauman, Traffic Engineer

Date: May 5, 2023

RE: Citizen Petition – Access to El Paso Flagstaff or Empire Road
May 16, 2023 City Council Agenda

The City of Flagstaff received a citizen petition on April 18, 2023, titled “Heavy Industrial Adjacent to Residential”.

The requested action is:

Re-evaluate usage of these parcels to provide a level of safety to the surrounding communities. Give parcel APN 113-10-001R a proper access through City land APN 113-06-003 AND 113-06-004 to access N. El Paso Flagstaff Road as option #1 or through city and then County property to access Empire. The land behind the hill is the same character and the City should give an easement to allow access.

The Citizen Petition identifies three alternative routes for trucks accessing the new Contractor’s Yard east of the Smokerise neighborhood. See Appendix A and B for the petition and a map of the Routes.

- Route 1 – a new roadway connecting the contractor’s yard to El Paso Flagstaff Road. This is proposed as a new N-S roadway through Picture Canyon Natural Area. Picture Canyon Natural Area is land that was purchased through a combination of City Bond and the Arizona Growing Smarter Initiative which placed easements across the property. The purpose of the conservation easement is to assure that the Property will be retained forever in predominately the condition reflected in the baseline documentation referenced in the conservation easement and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. The grantor intends that the Easement will confine the use of the Property to such activities, including, without limitation, those involving passive recreational uses compatible with the maintenance of the Property’s Conservation Values, such as hiking and horseback riding, educational gatherings, periodic planting of Native plant species, the release of

rehabilitated or displaced wildlife and other activities, as are not inconsistent with the purpose of the Easement. A detailed explanation of the Picture Canyon Natural Area conservation intent and easements along with maps of the area are included in Appendix C.

- A new roadway across Picture Canyon would violate the intent of the conservation easements placed upon this property and does not preserve the property as a natural and cultural preserve as intended when the city purchased it.
- Route 2 – a new N-S roadway from the contractor’s yard through Picture Canyon and then turning E-W through the Coconino County Public Works yard ultimately connecting with Empire Avenue.
 - This alignment has the same Picture Canyon conservation easement concerns as Route 1.
- Route 3 – a new roadway from the contractor’s yard running N-S through Coconino National Forest lands in Coconino County to US HWY 89. Alignments similar to this were explored with the development of the Retreat residential development.
 - Easements or Right of Way were not able to be secured with the Coconino National Forest.
- Route 4 – a new N-S roadway from the contractor’s yard running N-S through private property immediately adjacent to the back fences of residential properties along Dodge Avenue.
 - This road had been used in the past as a part of the cinder hill mining operations. Complaints from the Dodge Avenue residents were numerous and that would be expected now if this alignment were pursued. Additionally, property rights for this alignment would need to be secured with a private property owner.

A grading permit has been issued for the Contractor’s Yard which includes a stipulation that access to and from the site will be via the newly constructed aggregate access driveway onto Trails End Drive/Dodge Avenue (see Appendix D). The driveway onto Trails End Drive/Dodge Avenue has been constructed in a location that eliminates truck movements to and from Dodge Avenue. Trails End is a minor collector roadway with nine (9) homes fronting it, making it the most direct access between the site and US HWY 89.

Rezoning has not occurred in this area, the Heavy Industrial zoning for this and several parcels in the area appears to predate the Smokerise neighborhood and definitely predates the new Trails End Subdivision. The property zoned Heavy Industrial today was zoned I3-E under the land development code. Several zoning districts were collapsed, and the I3-E zone was rolled into the Heavy Industrial Zone. When the developer came in with the new Trails End Subdivision, we discussed the possibility of rezoning the adjacent industrial land to residential to accommodate the subdivision. Because of the Regional Plan designation of Employment over the existing industrial zoned lands a major plan amendment would be required to rezone this area. The applicant did not want to delay their project by over a year to pursue this rezoning. Additionally, it was not to their benefit because they would not have been able to accommodate more lots without a secondary access point.

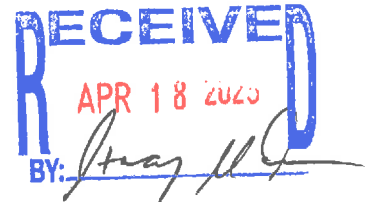
CONCLUSION AND STAFF RECOMMENDATION – The most direct route to the highway is Trails End. The City has received complaints that some large vehicles are traversing through the

Smokerise neighborhood, but staff has not verified these concerns. Staff recommends this item be forwarded to Transportation Engineering staff and potentially the Transportation Commission for further exploration with the residents.

APPENDIX

- A. Petition
- B. Map
- C. Open Space Information
- D. Approved Contractor's Yard Plan

PETITION TO FLAGSTAFF CITY COUNCIL
 Pursuant to Flagstaff City Charter Article II Section 17
 and Flagstaff City Code Title I Chapter 12



Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Heavy Industrial Adjacent to Residential _____
 Action Requested:

Re-evaluate usage of these parcels to provide a level of safety to the surrounding communities.

Give parcel APN 113-10-001R a proper access through City land APN 113-06-003 AND 113-06-004 to access N. El Paso Flagstaff Road as option #1 or through city and then County property to access Empire. The land behind the hill is the same character and the City should give an easement to allow access.

Printed Name of Submitter: Joelle Wirth
 (Submitter must also sign below and complete information)

Contact Information: 928.853.9994 joellew86004@msn.com
 (Phone Number and/or e-mail address)

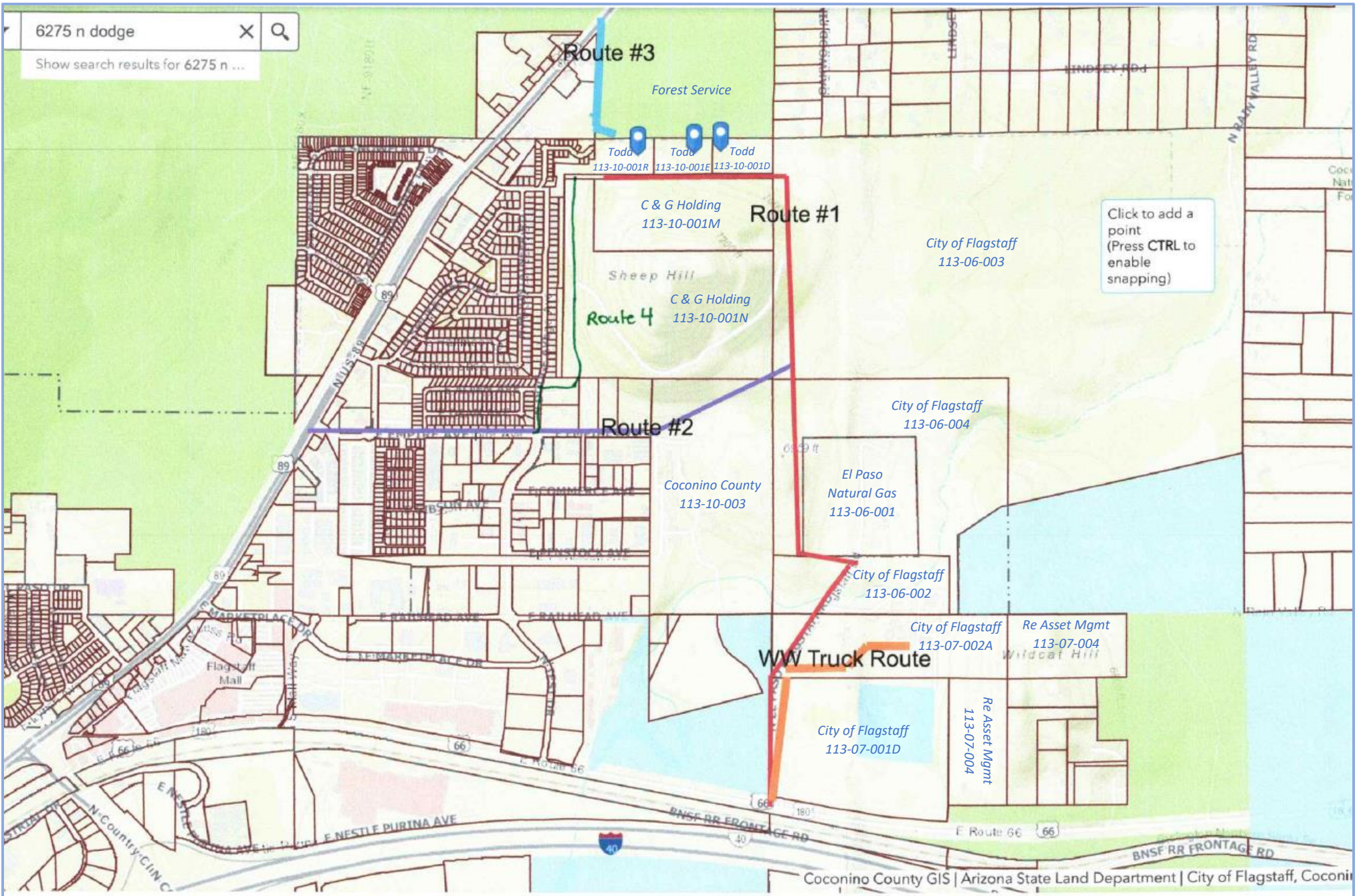
PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
4-13-23	Joelle Wirth	6275 N. Dodge Ave.	<i>[Signature]</i>
4/13/23	Bonnie Milligan	6265 N. Dodge	<i>[Signature]</i>
4/13/23	Phillip Milligan	6265 Dodge Ave	<i>[Signature]</i>
4/13/23	JULIAN BOWERS	6225 N DODGE AVE	<i>[Signature]</i>
4/13/23	Debra Bowers	6225 N Dodge Ave	<i>[Signature]</i>
4-13-23	SERGEI K.	6275 N. DODGE	<i>[Signature]</i>
4-13-23	Elizabeth Goodman	4940 E Trails End Dr.	<i>[Signature]</i>
4/13-23	Karen Castro	4930 E. Trails End Dr.	<i>[Signature]</i>
4/13/23	Jessica Castro	4930 E. Trails End Dr.	<i>[Signature]</i>
4/13/23	Dennis Spurler	3372 N Estates St	<i>[Signature]</i>

RECEIVED BY CITY OF FLAGSTAFF

TITLE OF ISSUE: Heavy Industrial Through Residential PAGE _____ OF _____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
04/15/2023	Derek Goodman	4940 C Trails End Dr.	
4/15/2023	Karl Heim	6340 N. Mountaineer RD	
4/15/2023	JEFF O'clair	4885 warrior Dr.	
4/15/2023	Summer Covey	6200 N Mountaineer	
4/15/2023	Susan McPeters	6085 N Mountaineer	
4/15/2023	Vrendi R. Will	6045 N. Mountaineer	
4/15/2023	Robert D. Woodruff	6045 N. Mountaineer	
4-16-2023	Denise West	6155 N. Dodge Ave.	
4/16/2023	Luke Snyder	6230 N. Dodge	
4/16/23	Meredith Poe	6150 N. Dodge	
4/16/23	Phillip Sandbakke	6145 N. Dodge	
4-16-23	Cindy Martin	4976 E Halfman	
4/16/23	V. Michelle Brown	V. Michelle Brown 6135 N Dodge	
4/16/23	RUBEN SEDILLO	6215 N DODGE	
4/16/23	Connie Sedillo	6215 N. Dodge Ave	
4/17/23	STUART KLIMANN	6120 N. DODGE AVE.	
4/17/23	Rebecca Cook	6075 N. Dodge Ave	
4/17/23	Chasen Hyder	6065 N. Dodge Ave	
4/17/23	Avanne Hyder	6065 N. Dodge Ave	
4-17-23	Cindy Miller	6090 N Smokerise	
4-17-23	STEVIE MILLER	6090 N Smokerise	
4-16-23	Cindy Santiago	6045 N. Smokense Dr.	
4-16-23	JONATHAN GIRDNER	5995 N. Broken Arrow Rd	



Picture Canyon Natural and Cultural Preserve Property Use Summary

Picture Canyon Purpose

- It is the purpose of the conservation easement to assure that the Property will be retained forever in predominately the condition reflected in the baseline documentation referenced in the conservation easement and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. The grantor intends that the Easement will confine the use of the Property to such activities, including, without limitation, those involving passive recreational uses compatible with the maintenance of the Property's Conservation Values, such as hiking and horseback riding, educational gatherings, periodic planting of Native plant species, the release of rehabilitated or displaced wildlife and other activities, as are not inconsistent with the purpose of the Easement.

Picture Canyon Protections

- As part of the Picture Canyon Natural and Cultural Preserve acquisition process, the City received Arizona Growing Smarter Initiative funding that granted a conservation easement to Arizona State Parks, which outlines explicitly what types of improvements and activities are allowed on the property.
- Voters approved the 2004 bond fund with the intent of persevering Picture Canyon and its use for passive recreation.
- This Property is reserved as legally designated city open space property.
- Ample sensitive cultural resources.
- Picture Canyon is listed as a National Register of Historic Places Site.
- AZ State Park Conservation Easement language:

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by permitting only those land uses on the Property that do not significantly impair or interfere with them, including, without limitation, those land uses relating to existing at the time of the grant; and

2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this easement:
- To preserve and protect the conservation values of the Property;
 - To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement in accordance with paragraph 8; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor; unless entry is open to the public, in which case notice to enter upon Property is assumed if it complies with the Grantor's enforced rules of public access, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and
 - To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in paragraph 8.

Excerpts of the Conservation Easement Agreement

Picture Canyon Sensitivities

- Sensitive Cultural Sites
 - As part of the acquisition process, a cultural survey report was completed in 2012. This survey found that the Preserve has numerous cultural and historic resources that should be protected.
- General Wildlife Habitat
 - Picture Canyon contains a variety of geologic, topographic, and vegetative characteristics that provide a diversity of wildlife habitats. These habitats provide essential resources for diverse wildlife, including elk, mule deer, pronghorn, grey fox, several species of squirrels, chipmunks and other small mammals, porcupine, mountain lion, black bear, various species of bats, turkey, raptors including red-tailed hawk, sharp-shinned hawk, and several owls, migratory and resident songbirds, and reptiles and amphibians such as chorus frogs and short-horned lizards.
 - The Arizona Game and Fish Department recognize Picture Canyon as an important wildlife area.
- Trail System
 - The Picture Canyon trail system is a component of the Flagstaff Loop Trail.
 - The National Scenic Arizona Trail is aligned through Picture Canyon.
 - There is an established trail system for passive recreation.
- Recreational Use
 - Picture Canyon serves as “neighborhoods” for east Flagstaff and is a highly visited destination site for travelers. Subsequently, Picture Canyon receives substantial recreational use.
- Community Support for Continued Preservation
 - In 2022, the Open Space Program hosted numerous volunteer events, with volunteers donating over 2,832 hours of their time to complete restoration projects.
 - On November 8th, 2016, 86% of Flagstaff voters voted to preserve approximately 300 acres of City-owned land surrounding Buffalo Park as open space, McMillan Mesa Natural Area.

Picture Canyon Approved Uses

Overview

Picture Canyon will be used for a) the protection of wildlife habitat; b) preservation of rare native plant communities; c) environmental education; d) scientific research; and e) provision of controlled public access for passive recreation such as wildlife viewing and non-motorized use of trails.

Facilities

Facility development will consist of low-impact trails, interpretive facilities, and the most basic visitor amenities, such as a parking area and restrooms. In accordance with the conservation easement held by Arizona State Parks, no more than 10% of the acquired land, up to a limit of 20 acres total, may be eligible for alteration or development, and no changes may be made to the parcel that would seriously or negatively affect its conservation and open space values.

Recreational Uses

Recreational trails shall be highly compatible with conservation purposes and environmental education. Careful design and signage will protect natural and cultural resources by guiding visitors along paths to minimize impacts to sensitive resources. Perimeter viewing areas with interpretive signage will be designed to provide public opportunities to experience and learn about wildlife. A partnership with Arizona Game & Fish Department offers opportunities for wildlife viewing through the *Watchable Wildlife* program that will enhance the public’s enjoyment of this incomparable outdoor learning laboratory for students, researchers, residents, and visitors.

Scientific Education

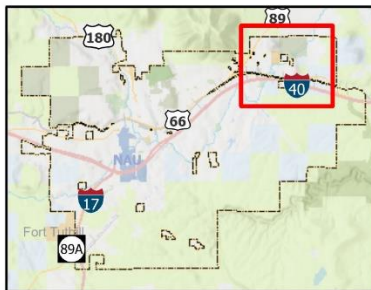
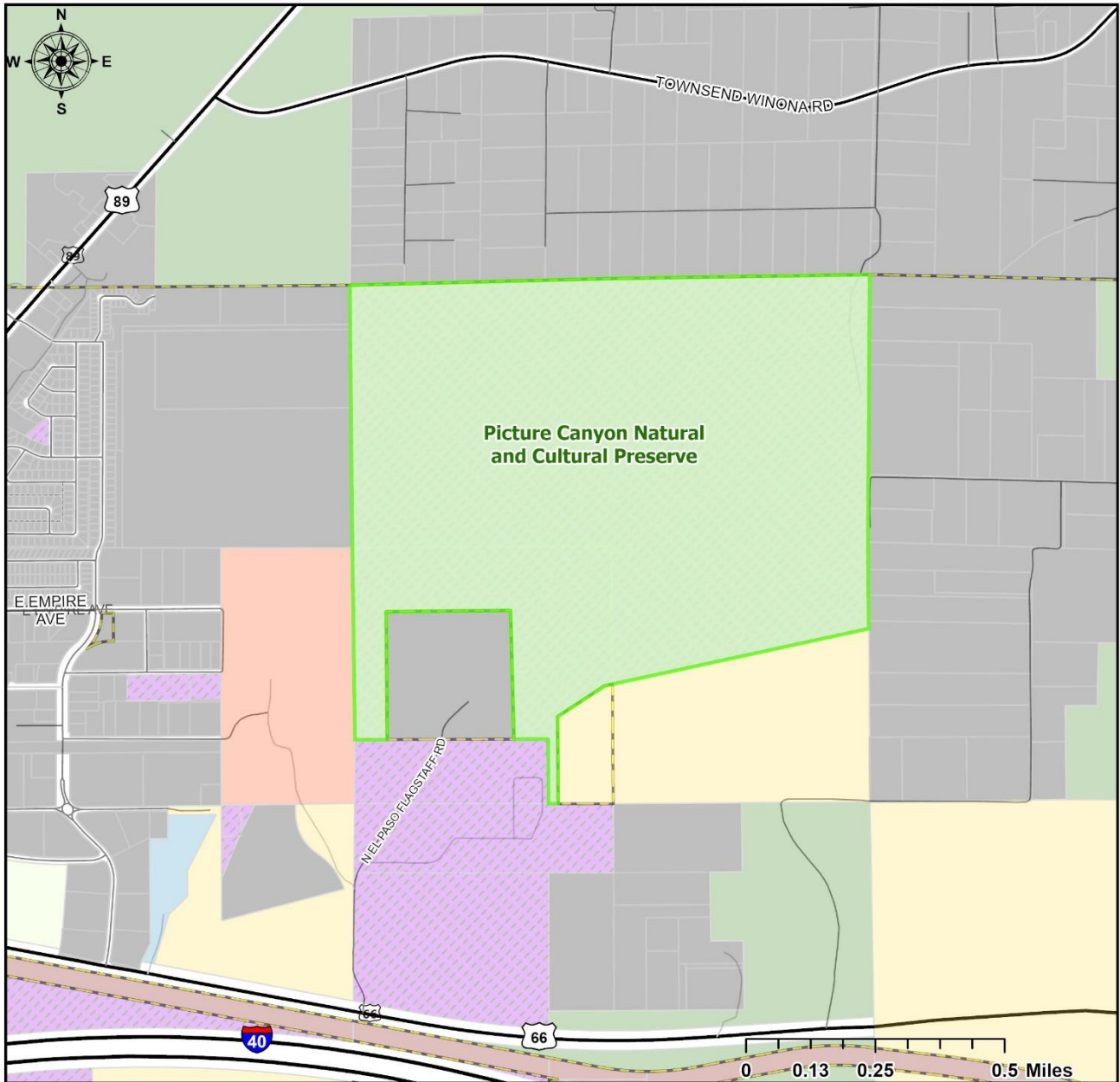
The potential for developing scientific education for K-12 programs, graduate education, life-long learning, and applied research on forest and grassland restoration is outstanding, given the rich natural resources on these lands. Local educational partners include but aren’t limited to Willow Bend Environmental Education Center, Northern Arizona University Centennial Forest, Lowell Observatory, Museum of Northern Arizona, Flagstaff Unified School District, Coconino Community College, and Coconino National Forest.

Public Access to Property

- Accessibility is limited to existing trails and segments of the Flagstaff Urban Trail System. The trail system is for non-motorized transportation and recreation only. The Preserve is not open for motorized traffic.

Overview

Picture Canyon Natural and Cultural Preserve

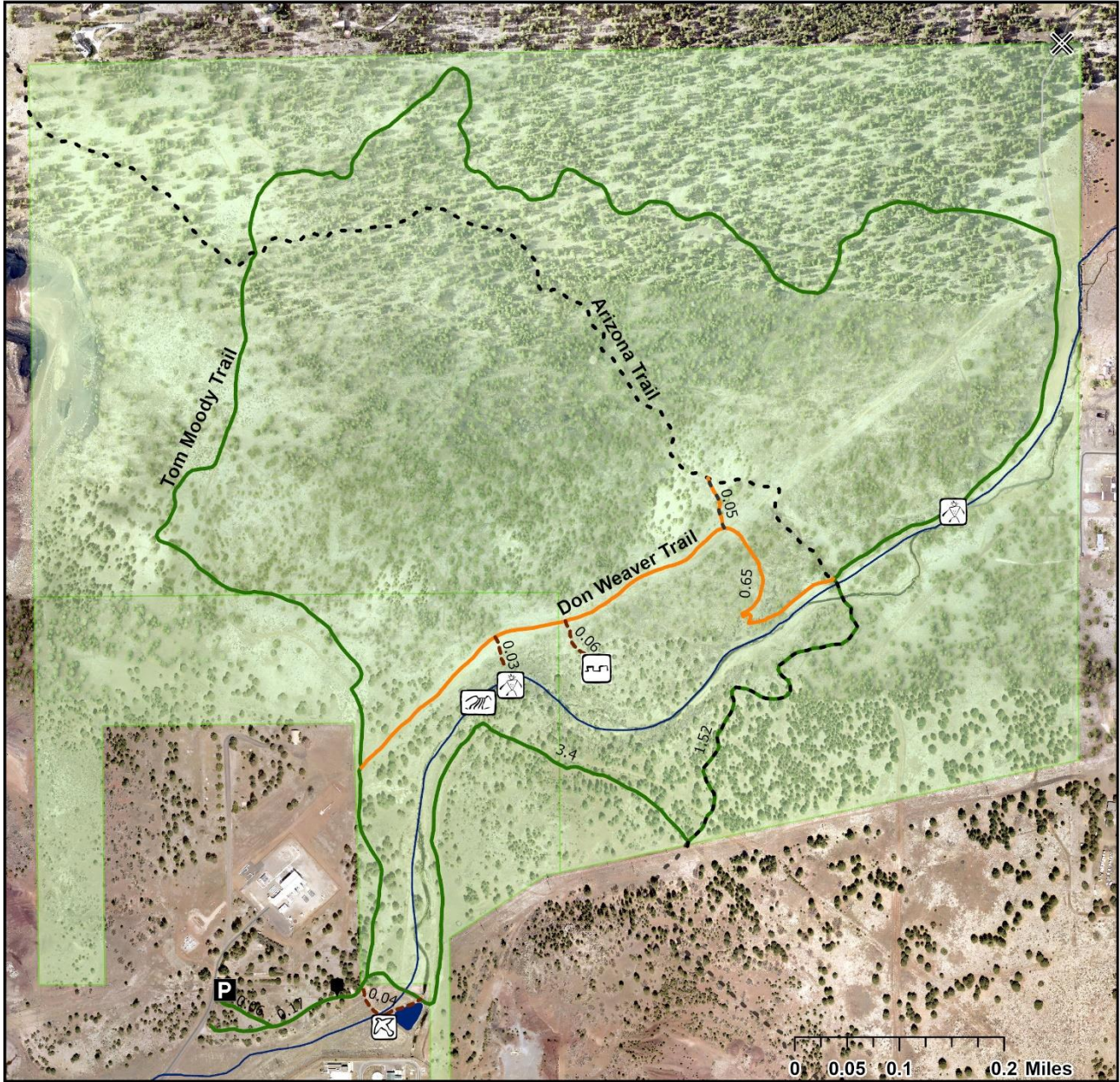


Picture Canyon Boundary	Coconino County
City Boundary	Coconino National Forest
ADOT	Private Ownership
BNSF	State Trust
City of Flagstaff Management	State of Arizona

4/22/2020

Trails

Picture Canyon Natural and Cultural Preserve



<ul style="list-style-type: none"> Picture Canyon Boundary Waterfall Gate - No Access P Parking Petroglyphs 	<ul style="list-style-type: none"> Pit House Watchable Wildlife Pond Welcome Sign Don Weaver Trail Points of Interest Trails 	<ul style="list-style-type: none"> To Arizona Trail / Don Weaver Trail Tom Moody Trail Arizona Trail Rio de Flag Pond
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4/22/2020

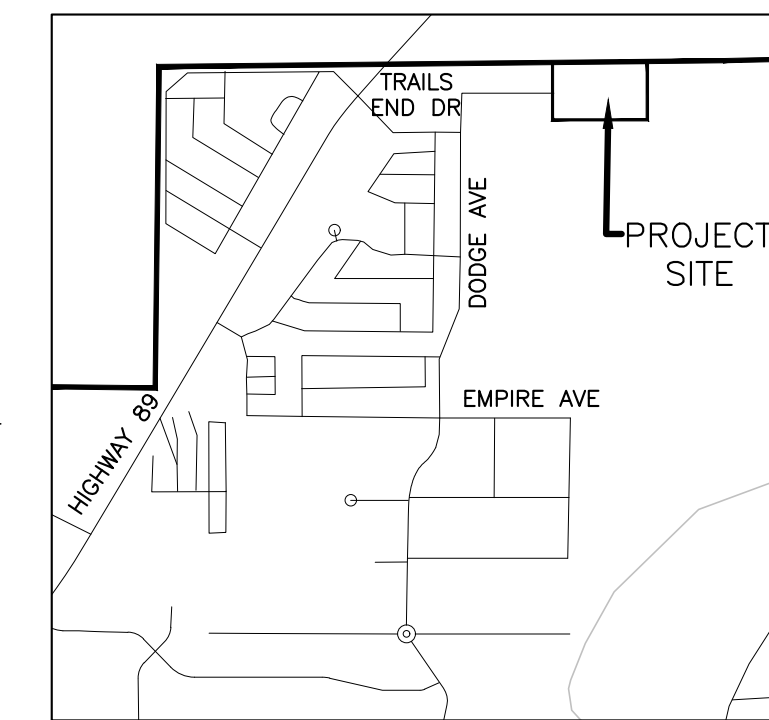
*All trail distance calculated in Miles

LEGEND

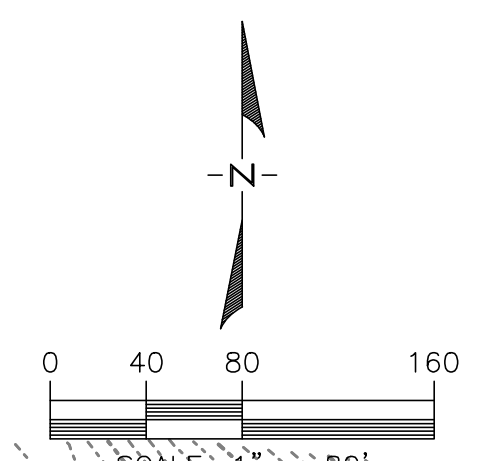
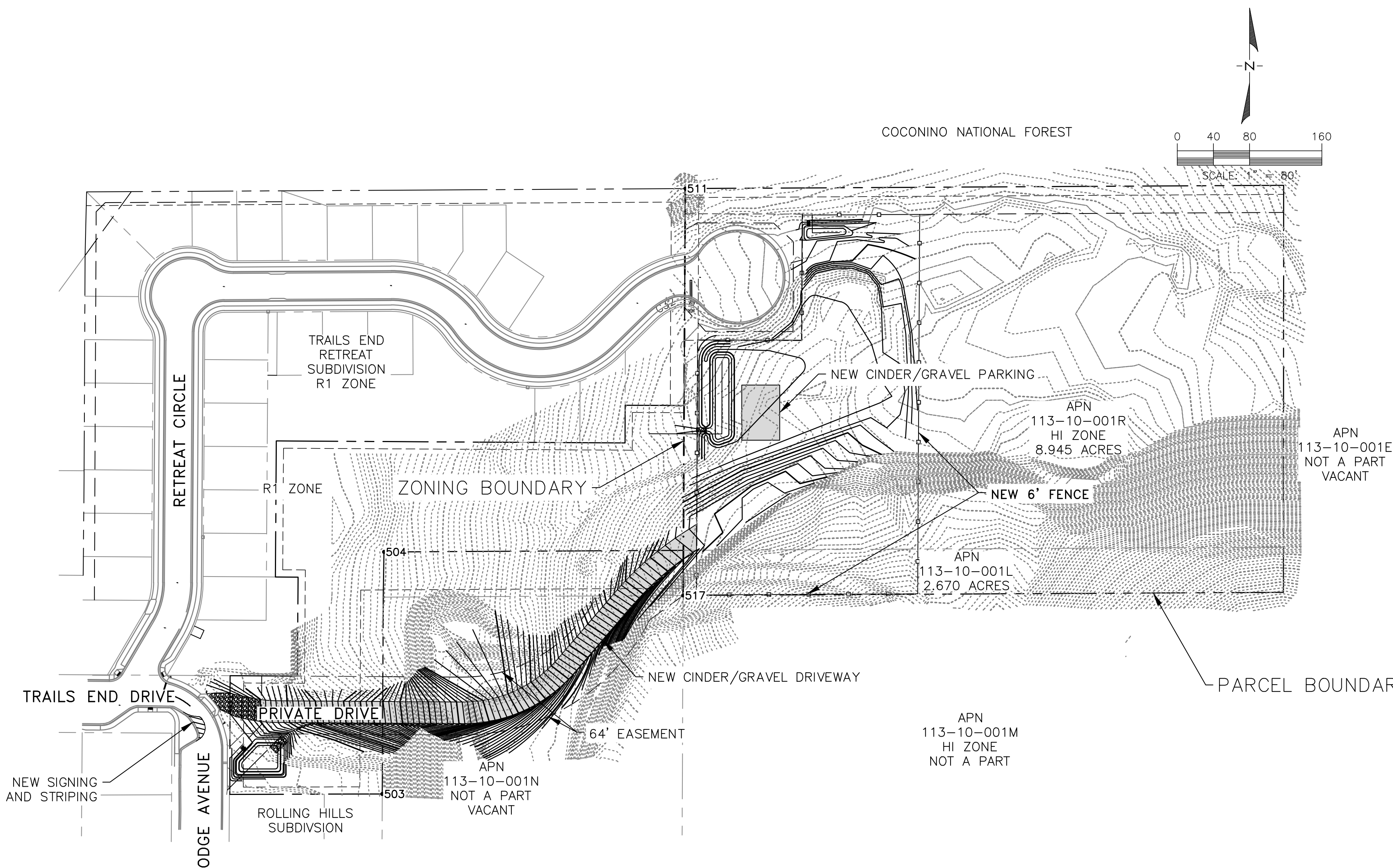
- EXISTING PROPERTY LINE
- - - EXISTING EASEMENT
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- W --- EXISTING WATER LINE
- S --- EXISTING SANITARY SEWER LINE
- E --- EXISTING STORM DRAIN
- - - EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING PAVEMENT
- W --- PROPOSED WATER LINE
- PROPOSED PAVEMENT
- ⊗ EXISTING WATER VALVE
- ⊕ EXISTING WATER METER
- ⊕ EXISTING FIRE HYDRANT
- ⊕ EXISTING SANITARY SEWER MANHOLE
- ⊕ EXISTING STORM DRAIN MANHOLE
- ⊕ EXISTING CATCH BASIN
- ⊕ EXISTING ELECTRIC METER
- ⊕ EXISTING LIGHT POLE
- ⊕ EXISTING SIGN POST
- ⊕ FOUND MONUMENT AS NOTED
- ⊕ PROPOSED WATER METER

AZNORTH DEVELOPMENT YOUR YARD IMPROVEMENT PLANS

A PROPOSED DEVELOPMENT IN THE EAST HALF OF SECTION 5, TOWNSHIP 21
NORTH, RANGE 8 EAST, GILA AND SALT RIVER BASE AND MERIDIAN,
COCONINO COUNTY, ARIZONA



VICINITY MAP
NOT TO SCALE



UTILITY ACKNOWLEDGEMENT

ARIZONA PUBLIC SERVICE	DATE
UNISOURCE ENERGY	DATE
CENTURYLINK	DATE
SUDDENLINK	DATE
CITY OF FLAGSTAFF APPROVAL	
<i>[Signature]</i> CITY ENGINEER	For P. Mood 01/30/2023 DATE
<i>[Signature]</i> PUBLIC WORKS DIRECTOR	01/04/2023 DATE
<i>[Signature]</i> WATER SERVICES DIRECTOR	For B. Hill 01/04/2023 DATE

CONCEPT APPROVAL

THE CITY OF FLAGSTAFF APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS OR OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

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 CONFLICTS

NOT APPLICABLE

IMPERVIOUS AREA

EXISTING CONDITION:
 IMPERVIOUS AREA=10,457 SF (0.24 AC)
 PERVIOUS AREA=381,093 SF (8.75 AC)
 TOTAL AREA=391,550 SF (8.99 AC)

PROPOSED CONDITION:
 IMPERVIOUS AREA=48,281 SF (1.11 AC)
 PERVIOUS AREA=343,269 SF (7.88 AC)
 TOTAL AREA= 391,550 SF (8.99 AC)

FIRST FLUSH CALCULATIONS:
 INCREASED IMPERVIOUS AREA=37,824 SF (0.87 AC)
 RAINFALL DEPTH=1"
 RUNOFF CAPTURE VOLUME=3,152 CF

POINT TABLE				
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
503	86673.39	84529.54	6911.76	2" ALUMINUM CAP
504	86941.17	84531.36	6940.02	PLASTIC CAP "LS 22258"
511	87343.16	84864.81	6965.00	PLASTIC CAP "CEI LS 27254"
517	86893.01	84862.42	7008.52	PLASTIC CAP "NES LS 14671"

SHEET INDEX

- 1 COVER
- 2 NOTES & QUANTITIES
- 3 DETAILS
- 4 SITE PLAN SHEET
- 5 DRIVEWAY PLAN SHEET
- 6 SWPPP EROSION CONTROL PLAN
- LA1-4 LANDSCAPE & IRRIGATION

**City of Flagstaff Engineering
Civil Plan Approval**

C.O.F Project Manager *[Signature]* **Date** 01/30/2023

James Boyer

The City approves these plans for concept only. All liability for errors or omissions is the responsibility of the Design Engineer.



WOODSON

ENGINEERING & SURVEYING

124 N. ELDEN ST. FLAGSTAFF, AZ 86001
(928) 774-4636 WWW.WOODSONENG.COM

Professional Engineer
RICHARD L. SCHULLER
No. 34537
Arizona, U.S.A.

[Signature]

SURVEY CONTROL DATA

BASIS OF BEARINGS: DERIVED FROM GPS OBSERVATIONS

BASIS OF ELEVATIONS: NAVD 88

GPS OBSERVATIONS MADE UTILIZING CORS STATION: NAU FLAGSTAFF CORS ARP: PID - DL1882
 NAD 83(2011) POSITION: 35° 10' 38.30178" N
 111° 39' 25.29096" W
 NAVD 88 ORTHO HEIGHT: 6929.1 FEET

OWNER/DEVELOPER
 AZNORTH DEVELOPMENT INC
 TOM BREWSTER
 2410 E ROUTE 66
 FLAGSTAFF, AZ 86004
 (928) 853-3639

ENGINEER
 WOODSON ENGINEERING AND SURVEYING, INC.
 124 N. ELDEN ST.
 FLAGSTAFF, AZ 86001
 (928) 774-4636



Z:\app\121039 Brewster - Trail's End\00 Design\CDS\121039 01 Cover.dwg

121039

WOODSON ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 • WWW.WOODSONENG.COM

8/15/2022

YOUR YARD
AZNORTH DEVELOPMENT
IMPROVEMENT PLANS

DRAFTED BY: RW
DATE: 8/15/22
PROJ. NO.: 121039
EN: 01 COVER

C.O.F. GENERAL NOTES

1. APPROVAL OF THESE PLANS BY THE CITY ENGINEER IS FOR A ONE (1) YEAR PERIOD...

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...

4. THE CITY SHALL BE NOTIFIED TWENTY-FOUR (24) HOURS PRIOR TO BEGINNING DIFFERENT PHASES OF CONSTRUCTION...

5. ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH TITLE 13, ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS...

6. ANY WORK PERFORMED WITHOUT THE KNOWLEDGE AND APPROVAL OF THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE...

7. THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE MAY SUSPEND THE WORK BY WRITTEN NOTICE...

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)...

9. ACCESS WHICH MEETS SECTION 13-13-004-0001, FIRE ACCESS, SHALL BE IN PLACE AND APPROVED BEFORE AND AT ALL TIMES...

C.O.F. WATER AND SEWER NOTES CONT'D

G. ALL MATERIALS THAT COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NSF STANDARD 61 INCLUDING...

H. ALL PUBLIC SANITARY SEWER LINES AND PRIVATE SEWER SERVICE LINES WITHIN A PUBLIC UTILITY EASEMENT OR RIGHT-OF-WAY...

I. WATER AND SEWER MAINS SHALL BE SEPARATED IN ORDER TO PROTECT PUBLIC WATER SYSTEMS FROM POSSIBLE CONTAMINATION...

J. WHEN HYDROSTATIC TESTING IS PERFORMED, SEWER LINES SHALL BE TESTED FOR INFILTRATION/EXFILTRATION IN ACCORDANCE WITH ADEQ ENGINEERING BULLETIN NO. 11...

K. SEWER PIPE SHALL BE SDR 35, ASTM D3034 FOR PVC PIPE, OR CLASS 150 DIP LINED WITH PROTECTO 401 CERAMIC EPOXY OR HDPE...

L. NO WATER SETTLING OF TRENCH FILL MATERIAL IS ALLOWED.

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...

I. ON PROJECTS WHERE THE CONTRACTOR CAUSES EXCESSIVE DAMAGE TO AN EXISTING PAVED STREET OR THERE ARE MULTIPLE STREET CUTS...

C.O.F. PAVING NOTES CONT'D

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...

L. PERMANENT PAVEMENT MARKINGS. 1. LONGITUDINAL PAVEMENT MARKINGS SHALL BE INSTALLED PER ACCORDANCE WITH SECTION 13-16-006-0001...

ADEQ STANDARD NOTES

THE STATE LAW, ARS SECTION 49-104.B.10, REQUIRES THAT CONSTRUCTION OF THE PROJECT MUST BE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY...

WOODSON ENGINEERING GENERAL NOTES THE WORK SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT EDITION(S) OF THE FOLLOWING SPECIFICATIONS AND THESE PLANS...

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN COPIES OF THE ABOVE STANDARDS, SPECIFICATIONS, AND DETAILS, AS WELL AS ALL OTHER STANDARDS AND SPECIFICATIONS WHICH MAY BE NECESSARY TO COMPLETELY AND ACCURATELY INTERPRET THESE PLANS.

EROSION PROTECTION

THE CONTRACTOR IS RESPONSIBLE FOR STABILIZATION OF SOILS AND PREVENTION OF EROSION DURING CONSTRUCTION, WHERE SLOPE STABILIZATION REQUIRES THE ESTABLISHMENT OF PLANTS...

WATER SUPPLY

THE CONTRACTOR SHALL MAKE ARRANGEMENTS FOR AND PROVIDE ALL NECESSARY WATER FOR HIS CONSTRUCTION OPERATION AT HIS OWN EXPENSE.

JOBSITE SAFETY

NEITHER THE PROFESSIONAL ACTIVITIES OF THE DESIGN PROFESSIONAL, NOR THE PRESENCE OF NECESSARY TO ESTABLISH CONSTRUCTION LINES AND GRADES...

RIGHT-OF-WAY AND TRAFFIC CONTROL

THE CONTRACTOR SHALL PROVIDE ANY NECESSARY TRAFFIC CONTROL DEVICES REQUIRED FOR THE CONTROL OF VEHICLE AND PEDESTRIAN TRAFFIC AFFECTED BY THE CONSTRUCTION...

CONSTRUCTION STAKES, LINES AND GRADES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR RETAINING A REGISTERED LAND SURVEYOR, LICENSED TO PRACTICE IN ARIZONA WHO SHALL BE RESPONSIBLE FOR PROVIDING ALL STAKES...

UTILITIES UNDERGROUND UTILITY LOCATIONS SHOWN ON THESE PLANS WERE DETERMINED FROM FIELD MEASUREMENTS, CONSTRUCTION PLANS, RECORD PLANS OR UTILITY MAPS FURNISHED BY OTHERS...

IT IS NOT WITHIN THE SCOPE OF THE PLANS FOR THE ENGINEER TO LOCATE, IDENTIFY OR FORECAST UTILITY UTILITY CONFLICT WHICH MAY ARISE DURING THE CONSTRUCTION PHASE OF THE PROJECT...

IN EITHER SITUATION, WORK ON THE SPECIFIC CASE SHALL NOT PROCEED UNTIL THE AMOUNT OF COMPENSATION IS AGREED UPON.

THE APPROPRIATE UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION. THE "BLUE STAKE" NUMBER IS 1-800-STAKEIT.

ADJACENT PROPERTY DAMAGE

ADJACENT PROPERTY DAMAGE TO ADJACENT PROPERTY AND/OR THE CONSTRUCTION SITE CAUSED BY THE CONTRACTOR'S OR PROPERTY OWNER'S FAILURE TO PROVIDE AND MAINTAIN ADEQUATE DRAINAGE AND EROSION/SEDIMENT CONTROL...

CONSTRUCTION DRAINS SHALL BE PROVIDED AS NEEDED TO ENABLE WATER TO DRAIN FROM THE CONSTRUCTION AREA RAPIDLY AND WITHOUT DAMAGING THE WORK IN PROGRESS...

NO EXTENSION OF TIME

NO EXTENSION OF TIME SHALL BE GRANTED ON ACCOUNT OF THE TIME REQUIRED TO MAKE SUCH REPAIRS.

FILL CONSTRUCTION

SITE PREPARATION, EXCAVATION AND PLACEMENT SHALL BE IN ACCORDANCE WITH MAG SPECIFICATIONS. THE BID SCHEDULE ITEM FOR FILL CONSTRUCTION IS INTENDED TO INCLUDE FULL PAYMENT FOR ALL MATERIAL REQUIRED TO BUILD THE PROJECT...

MISCELLANEOUS REMOVALS AND OTHER WORK

REMOVALS NECESSITATED BY THE WORK AS IT PROGRESSES AND NOT SPECIFICALLY CALLED OUT ON THE PLANS WILL BE CONSIDERED INCIDENTAL WORK.

THE CONTRACTOR SHALL PROTECT ALL PAVEMENT, CONCRETE, AND OTHER IMPROVEMENTS OUTSIDE OF THE PROJECT LIMITS, ANY DAMAGE OR ADDITIONAL REMOVALS SHALL BE REPLACED TO THE SATISFACTION OF THE CITY AT THE CONTRACTOR'S EXPENSE.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

THE ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATES STORM WATER DISCHARGES FROM CONSTRUCTION SITES UNDER THE NATIONAL STORM WATER PROGRAM. THE PROJECT OWNER AND THE CONSTRUCTION CONTRACTOR SHARE RESPONSIBILITY AND LIABILITY UNDER THIS PROGRAM...

IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTROL EROSION AND RUNOFF FROM A CONSTRUCTION SITE. THE CONTRACTOR SHALL COORDINATE WITH THE CITY ENGINEER TO OBTAIN A NOTICE OF INTENT TO DISCHARGE (NOI) 2 DAYS BEFORE CONSTRUCTION BEGINS...

THE CONTRACTOR SHALL MAKE ARRANGEMENTS FOR AND PROVIDE ALL NECESSARY WATER FOR HIS CONSTRUCTION OPERATION AT HIS OWN EXPENSE.

CLEANUP AND DUST CONTROL

THROUGHOUT ALL PHASES OF THE CONSTRUCTION THE CONTRACTOR SHALL KEEP THE WORK AREA, ADJACENT PROPERTIES AND STREETS CLEAN AND FREE FROM RUBBISH, EXCESS MATERIALS, DUST AND DEBRIS GENERATED BY THE CONSTRUCTION ACTIVITY.

APPROXIMATE QUANTITIES PUBLIC IMPROVEMENTS

Table with 2 columns: ITEM, QUANTITY. Includes items like Sawcut, Remove & Dispose Existing Concrete, Relocate Sign, etc.

PRIVATE IMPROVEMENTS

Table with 2 columns: ITEM, QUANTITY. Includes items like Grading, Construct Cinder/Gravel Driveway, etc.

THE QUANTITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR INDEPENDENTLY ESTIMATING THE CONTRACT QUANTITIES.

121039

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8/15/2022

YOUR YARD AZNORTH DEVELOPMENT IMPROVEMENT PLANS

City of Flagstaff Engineering Civil Plan Approval form. Includes project manager name (James Boyer), date (01/30/2023), and various checkboxes for permit types.

Z:\APPROVAL\121039 BREWSTER - TRAIL'S END\00 DESIGN\CDS\121039_02 NOTES.DWG

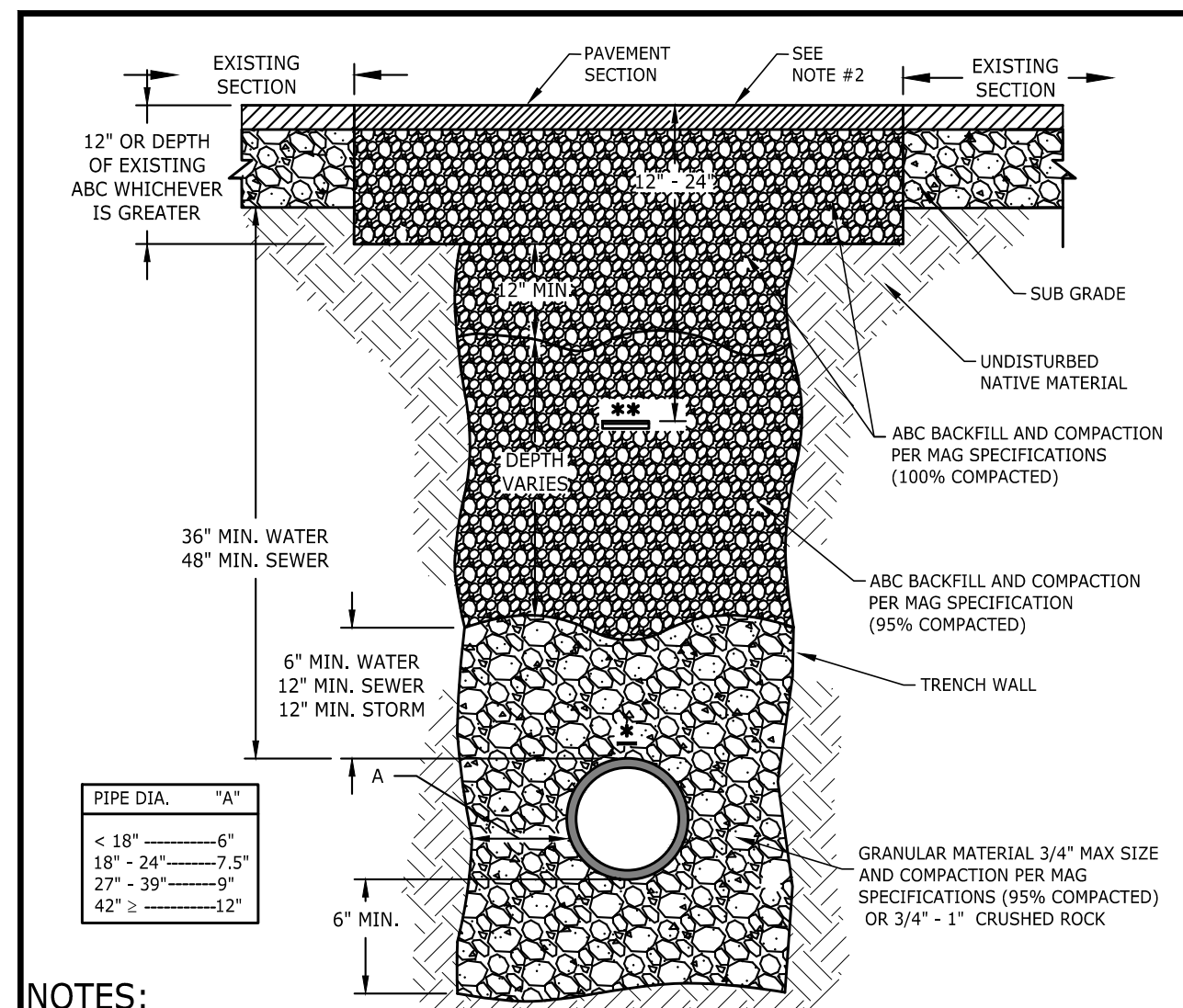
Arizona logo with text: Contact Arizona 811 at least two full working days before you begin excavation. Call 811 or click Arizona811.com

Professional Engineer seal for Richard L. Schuller, No. 34537, State of Arizona, expires 8/15/2022.

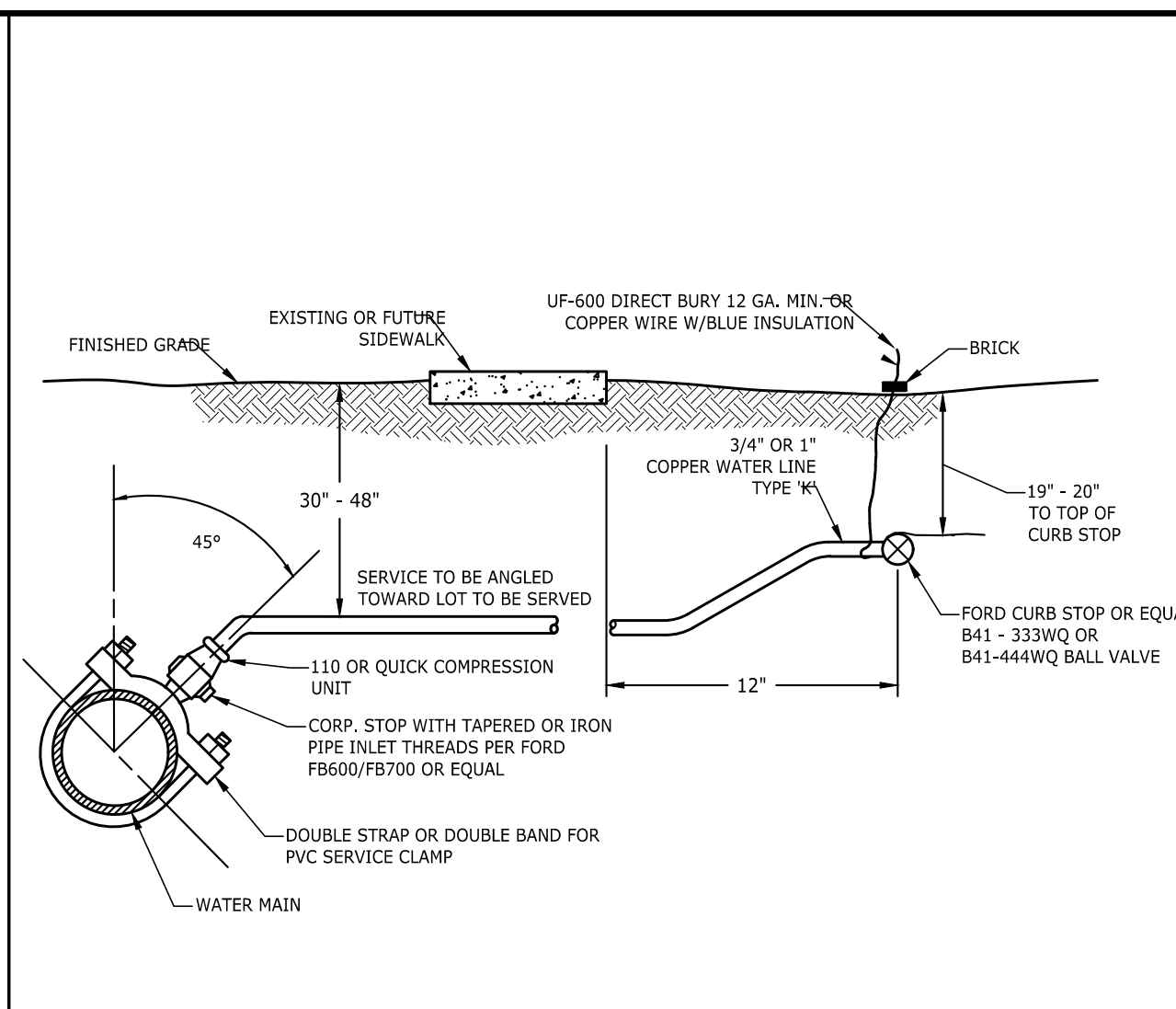
ARDURRA COMPANY logo.

WOODSON ENGINEERING & SURVEYING logo and address: 124 N ELDEN ST, FLAGSTAFF, AZ 86001 (928) 774-4636 | WWW.WOODSONENG.COM

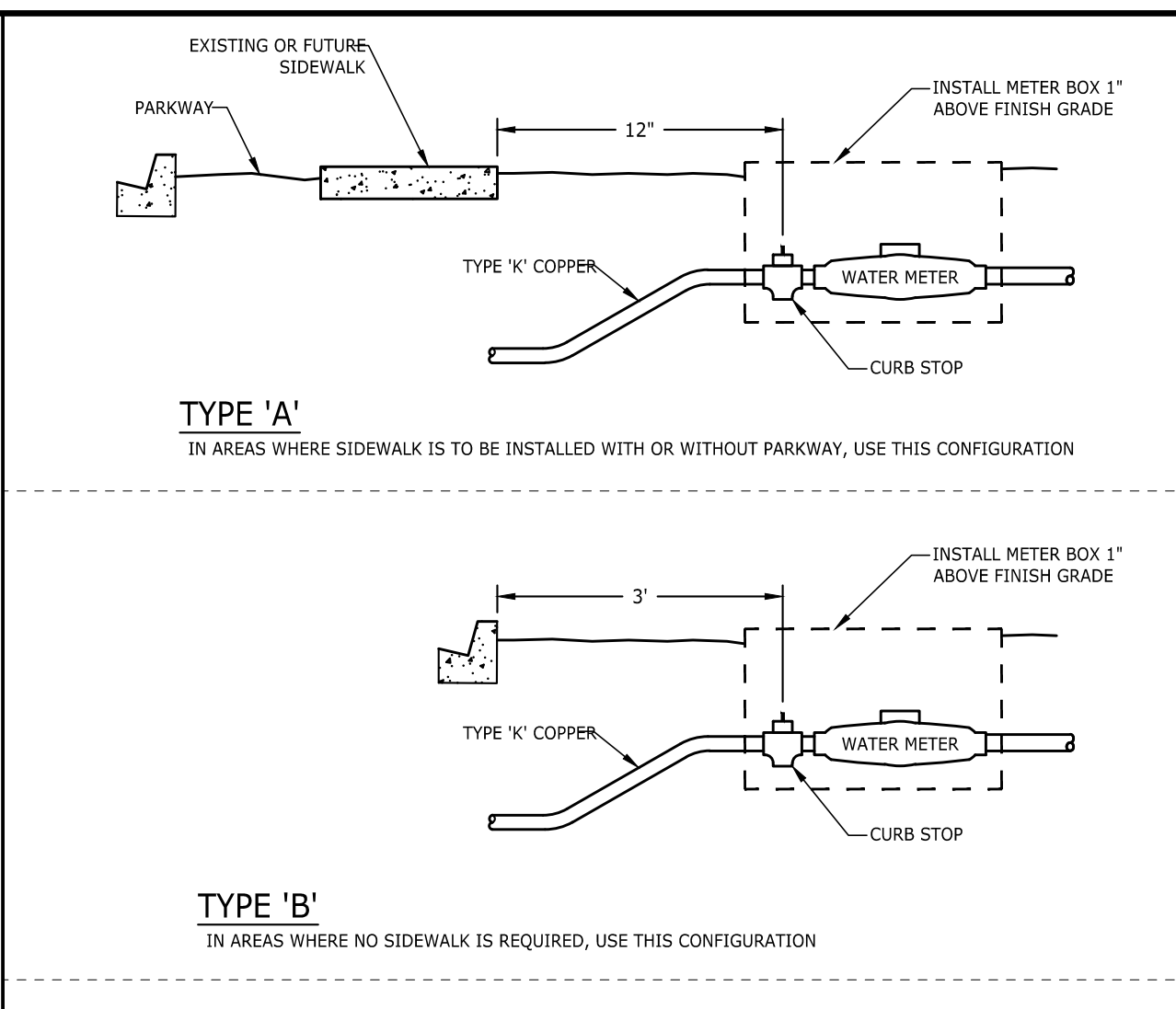
YOUR YARD AZNORTH DEVELOPMENT NOTES & QUANTITIES. Includes scale information, project number, agency number, and sheet number.



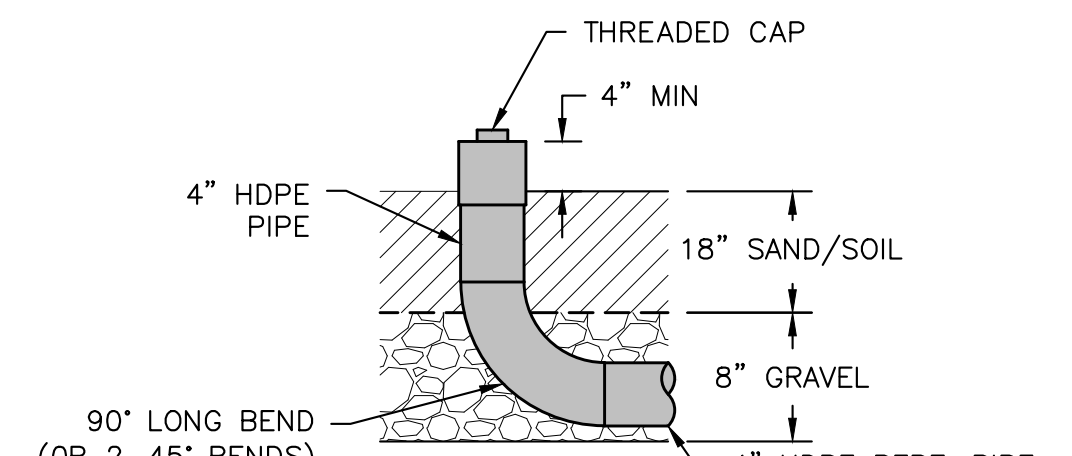
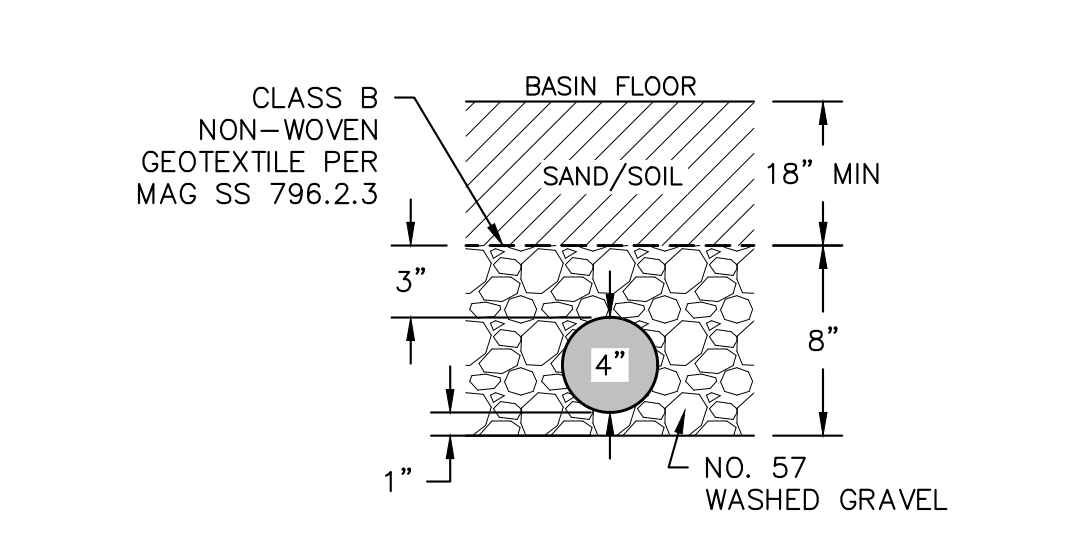
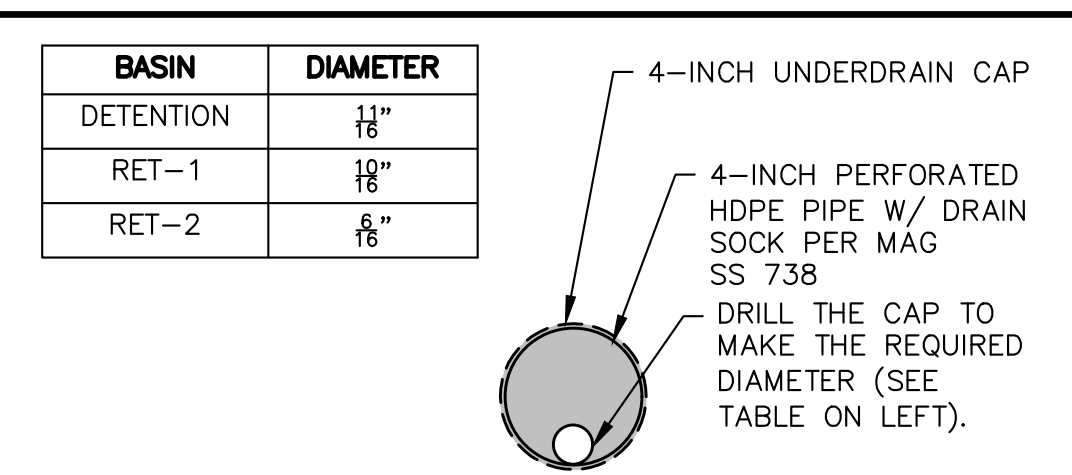
- NOTES:**
- BACKFILL MATERIAL SHALL BE PER MAG SPECS.
 - THE DEPTH OF THE AC SHALL MATCH EXISTING OR TYPICAL MIN. PAVEMENT DEPTH FOR THE TYPE OF ROADWAY, WHICHEVER IS GREATER. THE TYPICAL MINIMUM PAVEMENT DEPTHS ARE AS FOLLOWS: ARTERIAL = 5", COLLECTOR = 4", LOCAL = 3"
 - NON-SHRINK BACKFILL IN ACCORDANCE 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.
 - A MIN. 2" OF UPM™ MAY BE USED FOR TEMPORARY TRENCH PAVING IF HOT MIX IS NOT AVAILABLE. UPM™ 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 UPM™ 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



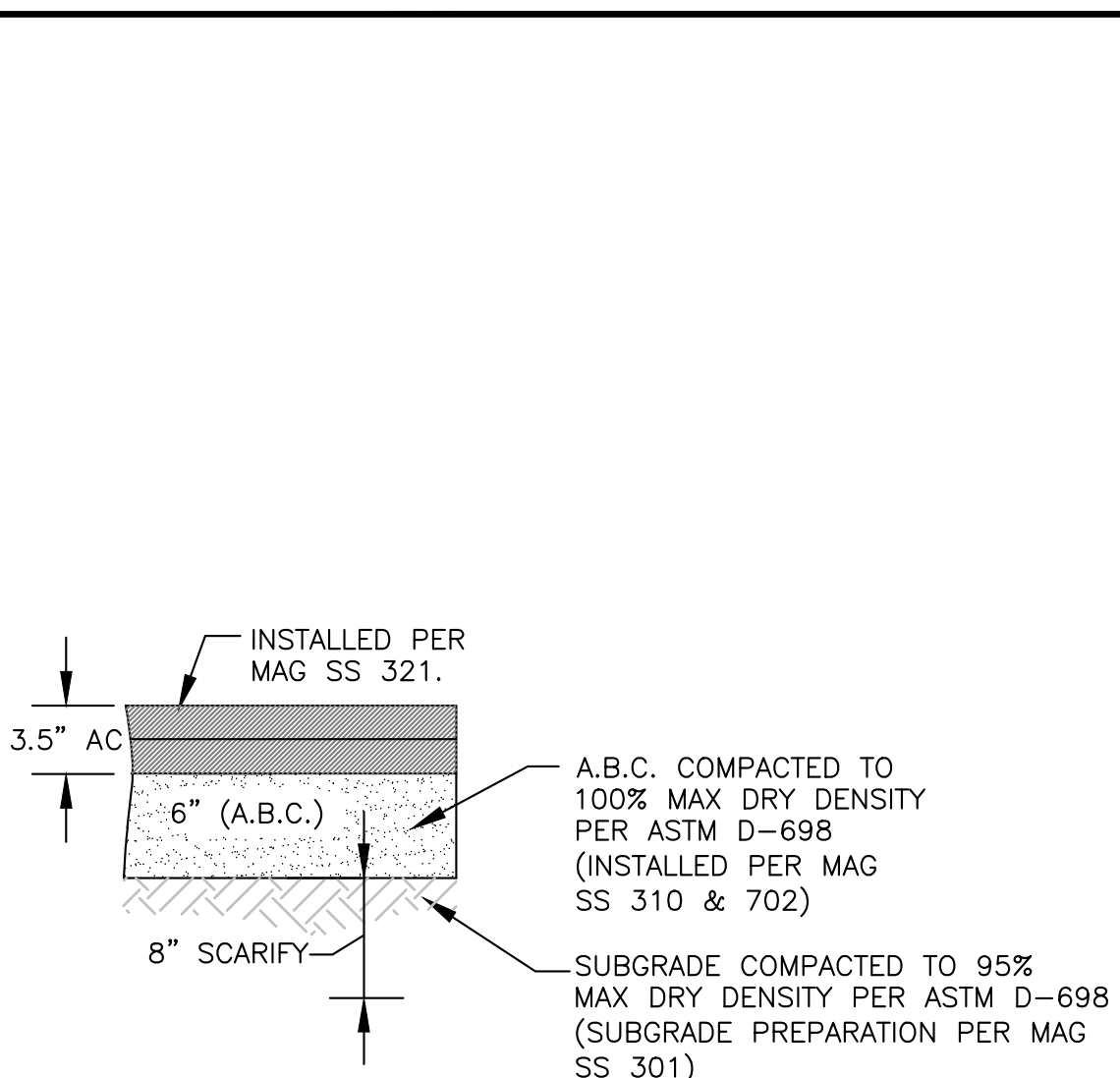
- NOTES:**
- METER BOX SHALL BE SET ON FRONT PROPERTY LINE.
 - 3/4" AND 1" CURB STOP SHALL BE 24" OUTSIDE PROPERTY LINE.
 - 1 1/2" AND 2" CURB STOP SHALL BE 36" OUTSIDE PROPERTY LINE.
 - CURB STOP SHALL BE 2" FROM INSIDE OF BOX TO ALLOW FOR EASY ACCESS TO BOTH COUPLINGS.



- NOTES:**
- METER BOX SHALL BE SET ON FRONT PROPERTY LINE.
 - 3/4" AND 1" CURB STOP SHALL BE 24" OUTSIDE PROPERTY LINE.
 - 1 1/2" AND 2" CURB STOP SHALL BE 36" OUTSIDE PROPERTY LINE.
 - CURB STOP SHALL BE 2" FROM INSIDE OF BOX TO ALLOW FOR EASY ACCESS TO BOTH COUPLINGS.



BASIN UNDERDRAIN SYSTEM
 NOT TO SCALE



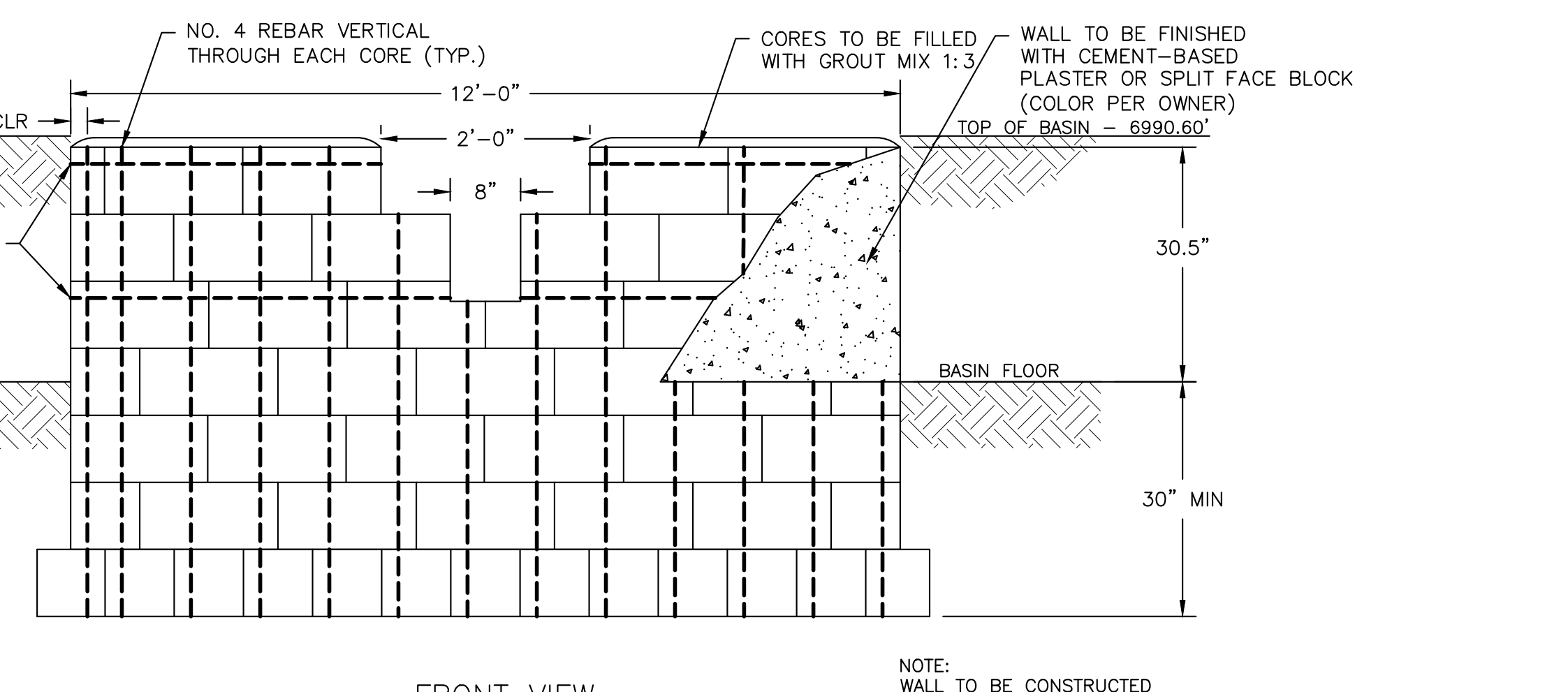
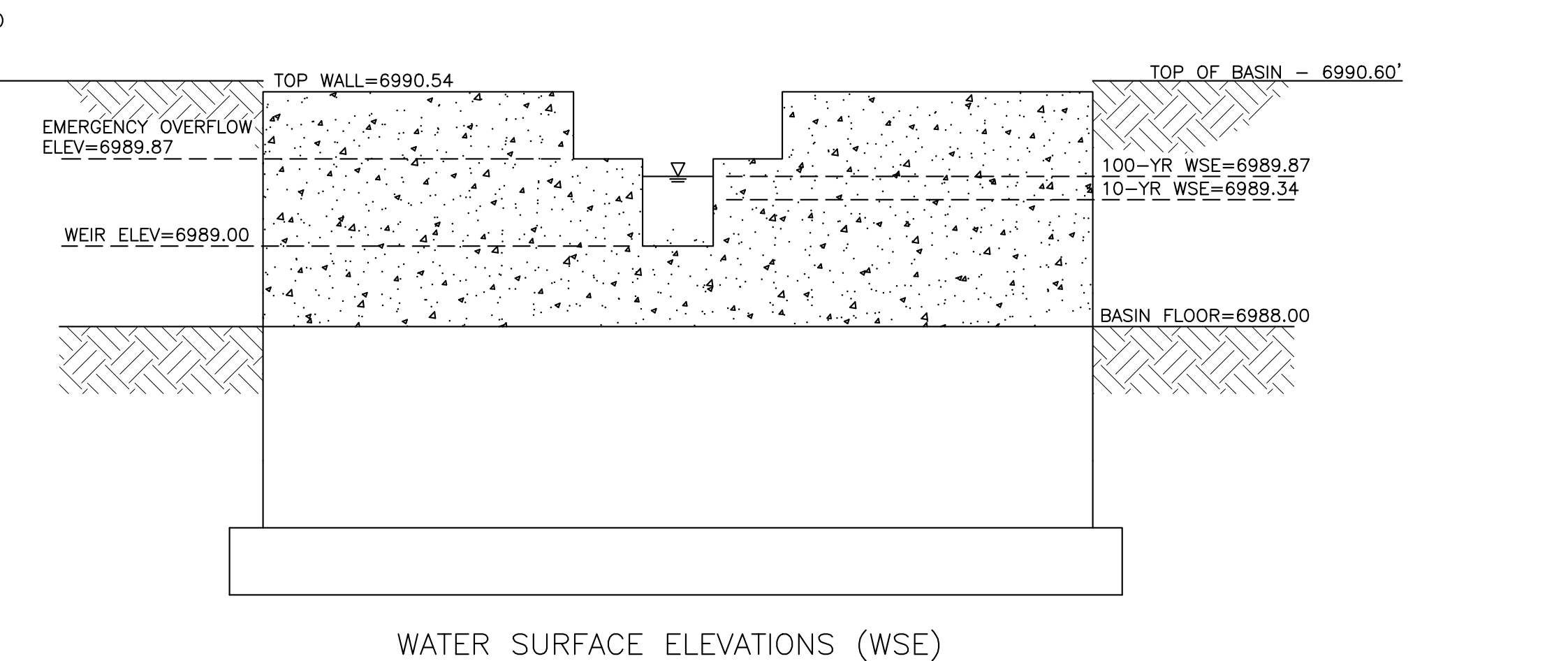
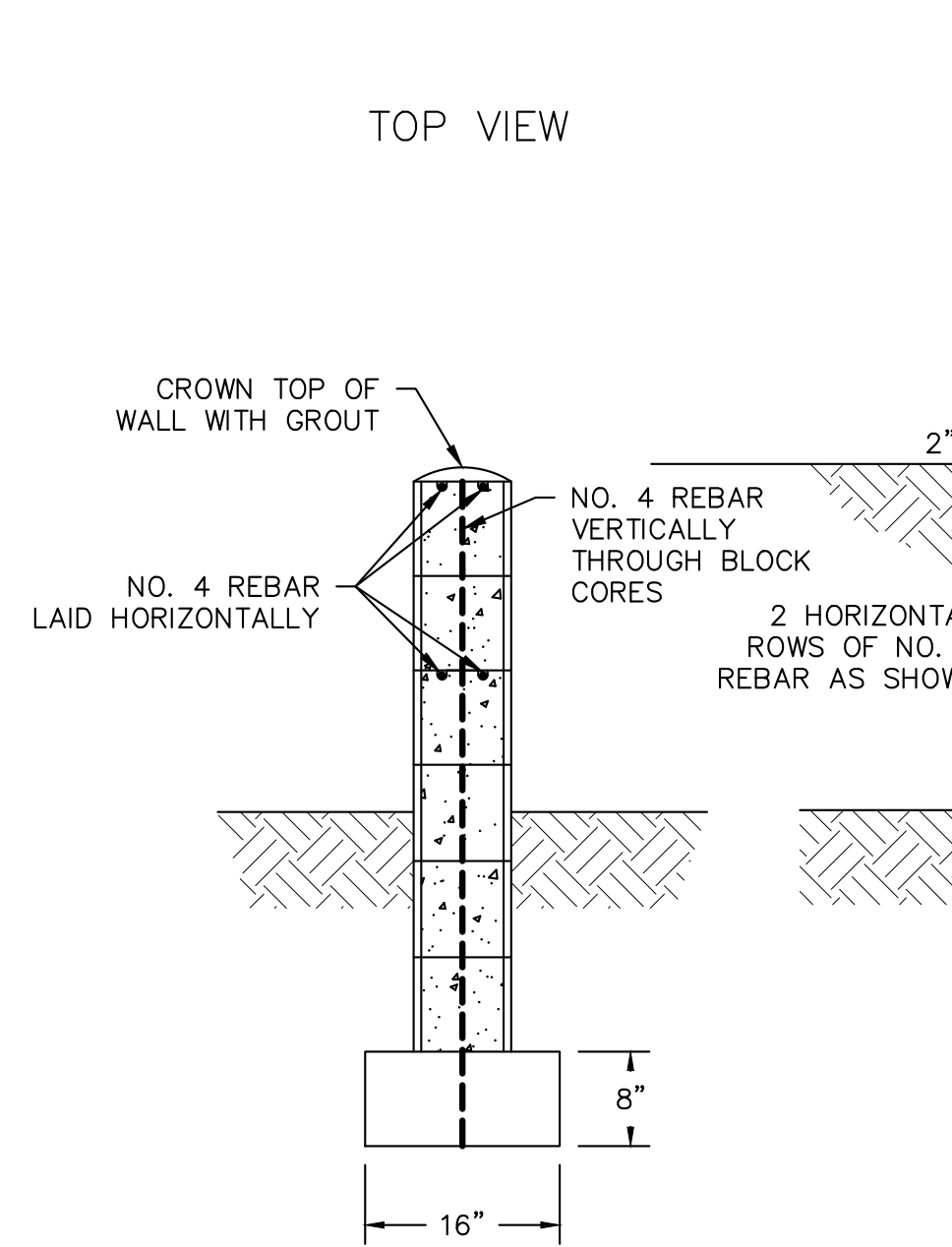
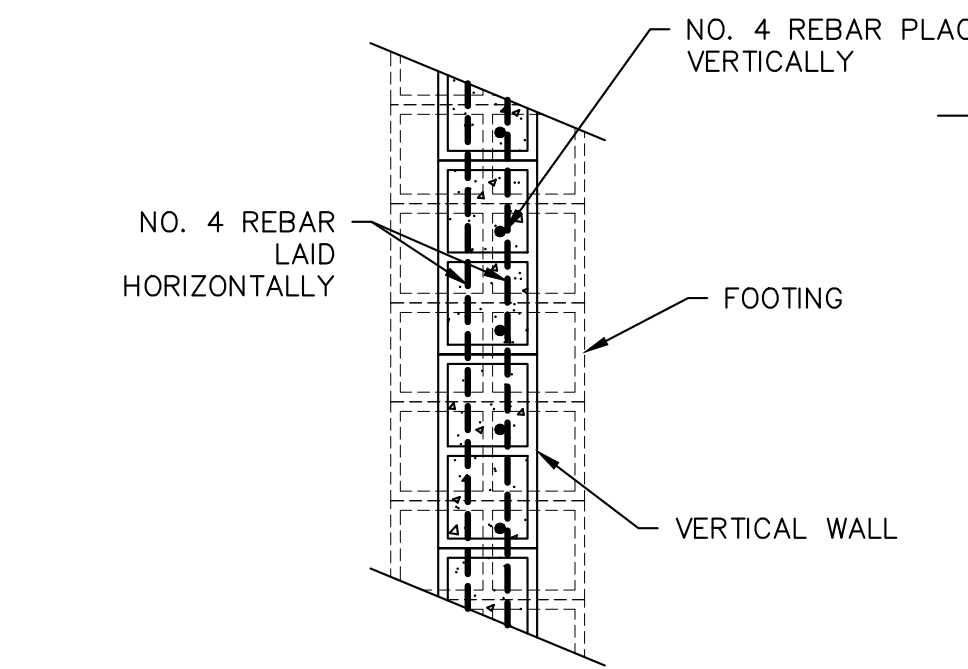
- NOTES:**
- ASPHALTIC CONCRETE SHALL BE A 3" MIX USING PG64-28 AS RECOMMENDED BY THE GEOTECHNICAL REPORT PREPARED BY SPEEDIE AND ASSOCIATES DATED FEBRUARY 20, 2017.
 - PAVEMENT THICKNESS SHALL BE AS SHOWN OR MATCH EXISTING - WHICHEVER IS GREATER.

TYPICAL PAVEMENT SECTION NO. 1
 NOT TO SCALE

City of Flagstaff
 ENGINEERING DETAIL
 DETAIL NO. 09-01-030
 REVISION DATE: 12/30/2017
 1

City of Flagstaff
 ENGINEERING DETAIL
 DETAIL NO. 09-03-070
 REVISION DATE: 12/30/2017
 1

City of Flagstaff
 ENGINEERING DETAIL
 DETAIL NO. 09-03-070
 REVISION DATE: 12/30/2017
 2



WEIR OUTLET STRUCTURE
 NOT TO SCALE

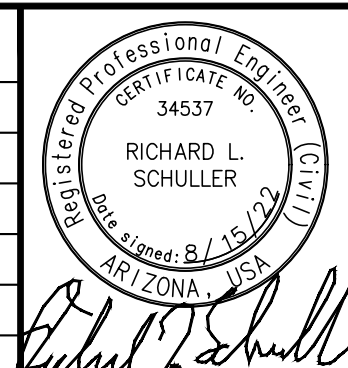
NOTE: WALL TO BE CONSTRUCTED USING CMU BLOCK.
 TYP. BLOCK DIMENSIONS: 8"x8"x16"

City of Flagstaff Engineering
 Civil Plan Approval
 C.O.F Project Manager Date
 James Boyer 01/30/2023
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Z:\APPROVAL\121039 BREWSTER - TRAIL'S_END\00 DESIGN\CDS\121039_03 DETAILS.DWG



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YOUR YARD
 AZNORTH DEVELOPMENT

DETAILS

HOR SCALE: NA
 VERT SCALE: NA
 DATE: 8/15/22
 PROJECT NO.: 121039
 AGENCY NO.: PZ 21-00169
 SHEET NO.: 3 OF 6

DESIGNED BY: RRW
 DRAFTED BY: RRW
 CHECKED BY: RLS

121039
 WOODSON ENGINEERING AND SURVEYING, INC.
 124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 • WWW.WOODSONENG.COM

8/15/2022

YOUR YARD
 AZNORTH DEVELOPMENT
 IMPROVEMENT PLANS

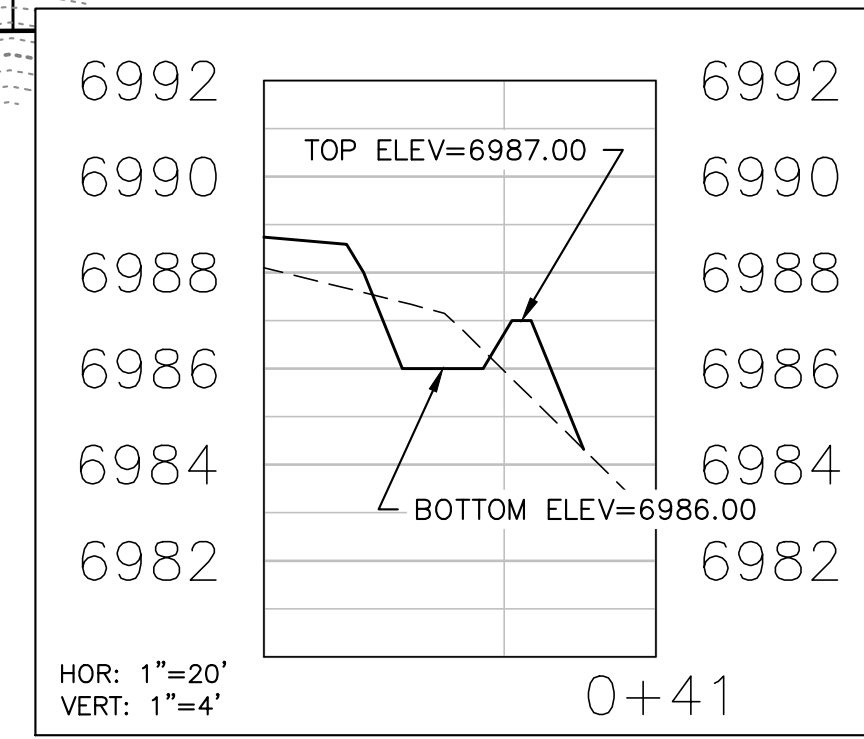
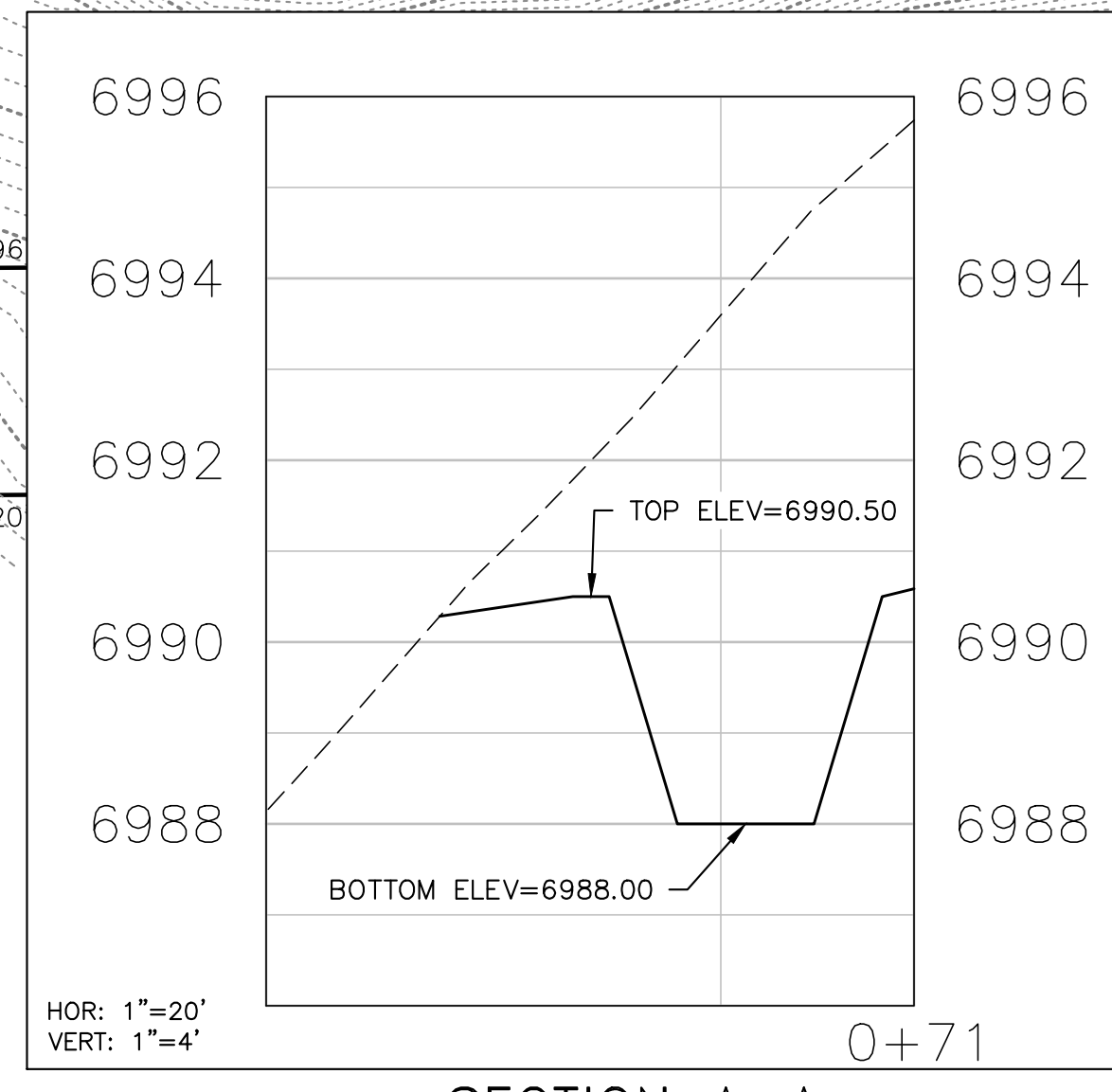
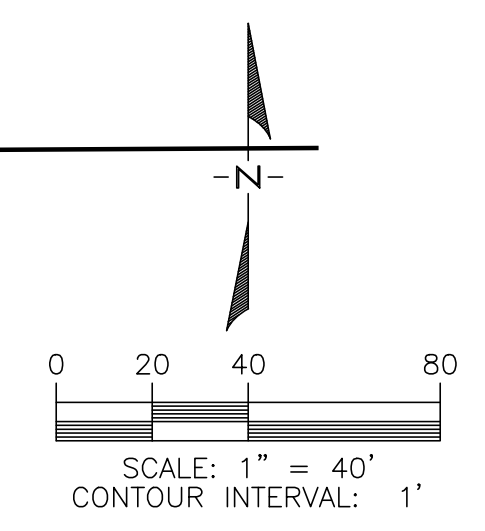
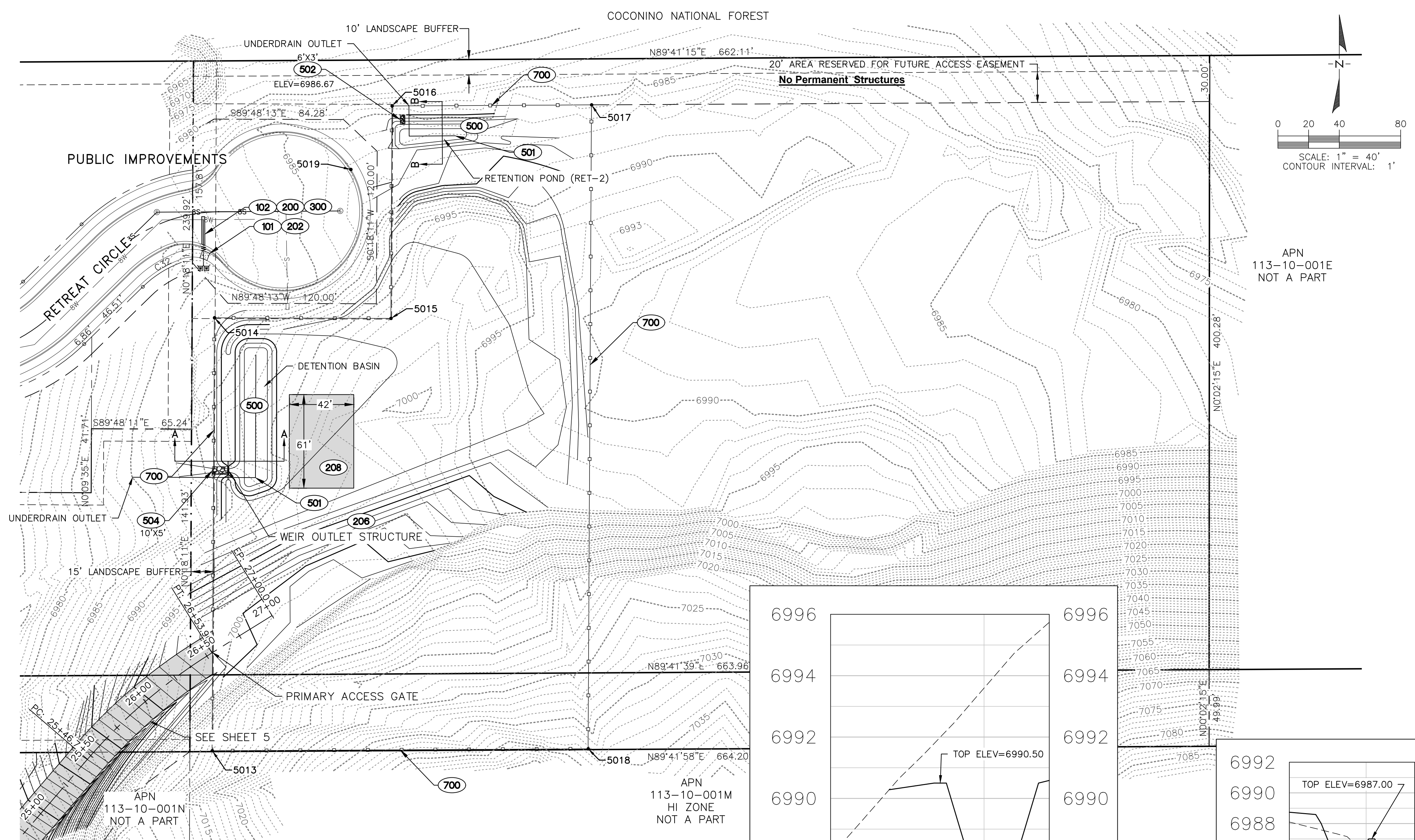
CONSTRUCTION NOTES

PUBLIC IMPROVEMENTS

- 101 REMOVE EXISTING CONCRETE PER MAG SS 350. DISPOSE OF MATERIAL OFFSITE AT AN APPROVED LOCATION.
- 102 SAWCUT EDGE OF EXISTING ASPHALT. TACK EDGES OF EXISTING ROAD PER MAG SS 329 & 336 PRIOR TO NEW ASPHALT PAVING. DISPOSE OF MATERIAL OFFSITE AT AN APPROVED LOCATION.
- 105 RELOCATE EXISTING SIGN PER ADOT SD S-1 AND SIGN SUMMARY BELOW.
- 106 OBLITERATE EXISTING PAVEMENT MARKINGS IN CONFLICT WITH THESE PLANS. OBLITERATION SHALL BE IN ACCORDANCE WITH ADOT SS 701.
- 200 ASPHALT CONCRETE AND AGGREGATE BASE COURSE IN ACCORDANCE WITH MAG SS 310 & 321. TYPICAL PAVEMENT SECTION 1 PER DETAIL ON SHEET 3.
- 202 4" SIDEWALK PER MAG SD 230, MODIFIED TO PLACE 3" AB UNDER ALL SIDEWALK.
- 203 INSTALL 12" SOLID WHITE STOP BAR IN ACCORDANCE WITH ADOT SS 705, TYPE I. OBLITERATE EXISTING STRIPE PRIOR TO PAINTING NEW STRIPE.
- 204 INSTALL 4" DOUBLE YELLOW STRIPING PER COF SD 16-06-010 AND IN ACCORDANCE WITH ADOT SS 708. OBLITERATE EXISTING DOUBLE YELLOW STRIPES PRIOR TO PAINTING NEW STRIPES.
- 205 INSTALL 4" SOLID YELLOW STRIPING IN ACCORDANCE WITH ADOT SS 708.
- 209 INSTALL NEW R1-1 "STOP" SIGN, 30"X30", PER ADOT SD S-1 AND SIGN SUMMARY BELOW.
- 210 INSTALL NEW R3-5L "LEFT TURN ONLY" SIGN, 24"X30", AND R10-9 "NO THRU TRAFFIC", 18"X24", PER ADOT SD S-1 AND SIGN SUMMARY BELOW.
- 300 1" DIA. COPPER WATER SERVICE LINE WITH DUAL METERS PER MAG SS 610, 754 AND COF SD 9-03-070 ON SHEET 3.

PRIVATE IMPROVEMENTS

- 206 GRADE SITE IN ACCORDANCE WITH MAG SS 201, 205 & 211 AND PER FINISHED CONTOURS SHOWN.
- 208 CONSTRUCT 4" CINDER/GRAVEL PARKING AREA COMPACTED TO 95%.
- 500 CONSTRUCT DRAINAGE BASIN PER CONTOURS SHOWN AND DETAILS ON SHEET 3. INTERIOR SIDE SLOPES SHALL BE A MAX 3:1 AND EXTERIOR SLOPES SHALL BE A MAX 2:1.
- 501 INSTALL UNDER-DRAIN PER DETAILS ON SHEET 3. NON-PAY ITEM COINCIDENTAL TO THE CONSTRUCTION OF THE BASIN.
- 502 INSTALL DUMPED RIPRAP OVERFLOW WEIR PER DETAIL ON SHEET 5. NON-PAY ITEM COINCIDENTAL TO THE CONSTRUCTION OF THE BASIN.
- 504 INSTALL DUMPED RIPRAP APRON (D50=6", T=12") PER MAG SS 220. DIMENSIONS PER PLAN.
- 700 INSTALL 6' SCREEN FENCE WITH GATES AS NOTED.



POINT TABLE				
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
5000	86785.43	84286.84	0.00	STRIPING
5001	86720.28	84273.88	0.00	STRIPING RP-66.50'
5002	86770.70	84317.13	0.00	STRIPING
5003	86764.10	84309.19	0.00	STRIPING
5004	86789.28	84325.92	0.00	STRIPING RP-30'
5005	86759.05	84325.49	0.00	STRIPING
5006	86754.05	84325.42	0.00	STRIPING RP-5'
5007	86756.87	84329.55	0.00	STRIPING
5008	86719.68	84274.94	0.00	STRIPING RP-66'
5009	86754.23	84331.26	0.00	STRIPING
5010	86746.39	84318.47	0.00	STRIPING RP-15'
5011	86733.40	84325.98	0.00	STRIPING
5012	86731.92	84323.41	0.00	STRIPING
5013	86893.59	84876.93	0.00	FENCE
5014	87175.81	84878.42	0.00	FENCE
5015	87175.41	84993.42	0.00	FENCE
5016	87313.86	84994.15	0.00	FENCE
5017	87314.57	85124.16	0.00	FENCE
5018	86894.87	85121.94	0.00	FENCE
5019	87272.47	84967.24	6987.20	CENTER DRIVE - BC

SIGN SUMMARY				
SIGN #	CONDITION	SIGN CODE	LEGEND	REMARKS
S1	EXISTING	R1-1	STOP	EXISTING TO REMAIN
		R5-1	DO NOT ENTER	REMOVE EXISTING
		D3-1	TRAILS END DR	RELOCATE SIGN PANEL FROM S8
S2	NEW	R1-1	STOP	INSTALL NEW SIGN AND POST
		R5-1	DO NOT ENTER	RELOCATE SIGN PANEL FROM S8 ON NEW POST
S3	NEW	R6-1L	ONE WAY W/ ARROW (LEFT)	EXISTING TO REMAIN
		COF SD 10-06-011	DELINEATOR	EXISTING TO REMAIN
S4	EXISTING	COF SD 10-06-011	DELINEATOR	EXISTING TO REMAIN
		R5-1	DO NOT ENTER	EXISTING SIGN PANEL TO BE RELOCATED TO S9, REMOVE EXISTING POST
S5	EXISTING	R1-1	STOP	REMOVE EXISTING SIGN PANEL
		R5-1	DO NOT ENTER	RELOCATE SIGN PANEL TO S3
		D3-1	TRAILS END DR	RELOCATE SIGN PANEL TO S1
		D3-1	DODGE AVE	RELOCATE SIGN PANEL TO S1
		R3-5L	LEFT TURN ONLY	INSTALL NEW SIGN PANEL
S6	NEW	R10-9	NO THRU TRAFFIC	INSTALL NEW SIGN PANEL
		R5-1	DO NOT ENTER	INSTALL NEW POST AND EXISTING SIGN PANEL FROM S7

City of Flagstaff Engineering
Civil Plan Approval

C.O.F Project Manager James Boyer
Date 01/30/2023

The City approves these plans for conceptual use only. All liability for errors or omissions is the responsibility of the Design Engineer.

NOTE:
ANY SIGN THAT IS REMOVED AND NOT REUSED FOR THIS PROJECT SHALL BE RETURNED TO THE CITY.

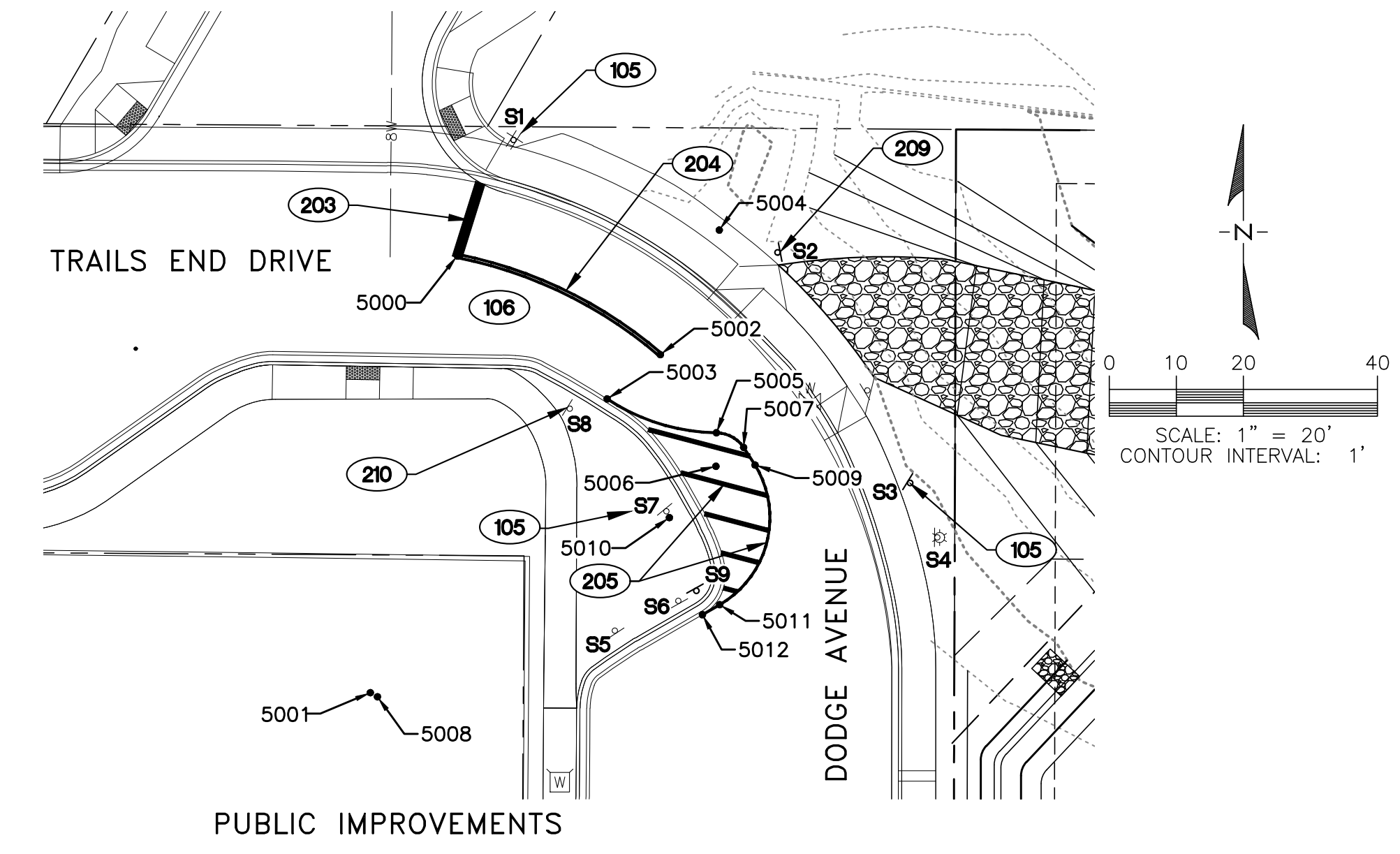
GENERAL NOTES

FIELD TOPOGRAPHY AND BOUNDARY SURVEY INFORMATION USED TO PREPARE THIS DRAWING WERE MADE BY WOODSON ENGINEERING & SURVEYING, INC. IN AUGUST, 2016.

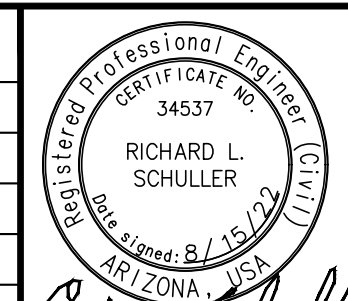
PAVEMENT TYPICAL SECTIONS ARE SHOWN ON SHEET 3.

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THE INFORMATION ON THESE CONSTRUCTION PLANS CONCERNING THE TYPE, SIZE, AND LOCATION OF UTILITIES HAS BEEN SHOWN BASED ON THE BEST INFORMATION AVAILABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINATION OF EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES, IN PLACE, UNLESS OTHERWISE NOTED OR SPECIFIED.



REVISIONS:



WOODSON
ENGINEERING & SURVEYING
124 N ELDEN ST, FLAGSTAFF, AZ 86001
(928) 774-4636 | WWW.WOODSONENG.COM

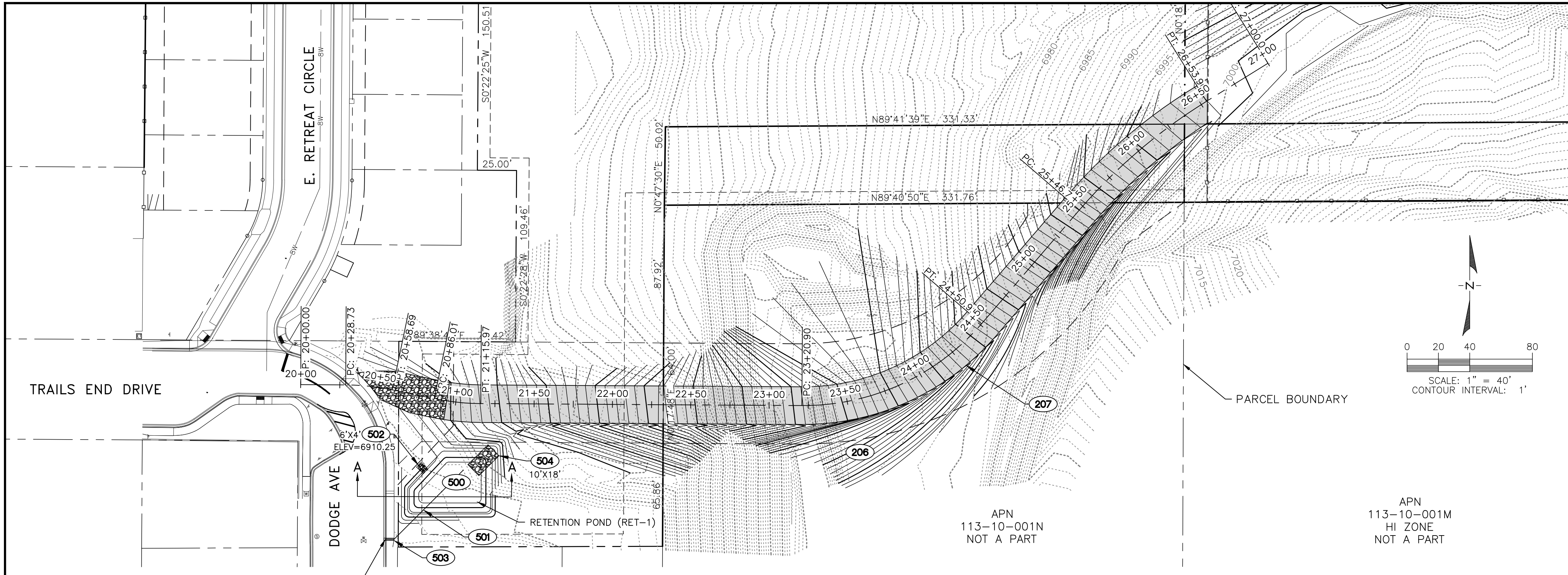
YOUR YARD
AZNORTH DEVELOPMENT

SITE PLAN SHEET

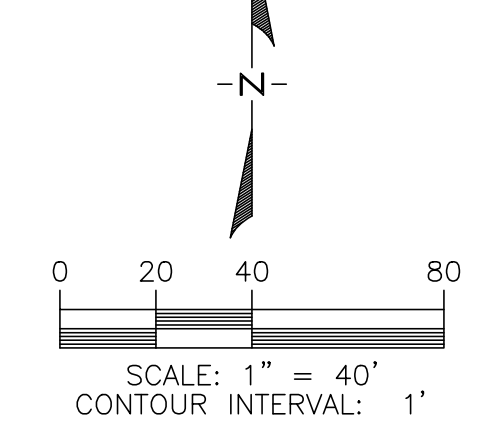
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VERT SCALE:	NA
DATE:	8/15/22
PROJECT NO.:	121039
AGENCY NO.:	PZ 21-00169
SHEET NO.:	4 OF 6

121039
WOODSON ENGINEERING AND SURVEYING, INC.
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 8/15/2022
 YOUR YARD
 AZNORTH DEVELOPMENT
 IMPROVEMENT PLANS
 DESIGNED BY: RRW
 DRAFTED BY: BRW
 CHECKED BY: RLS

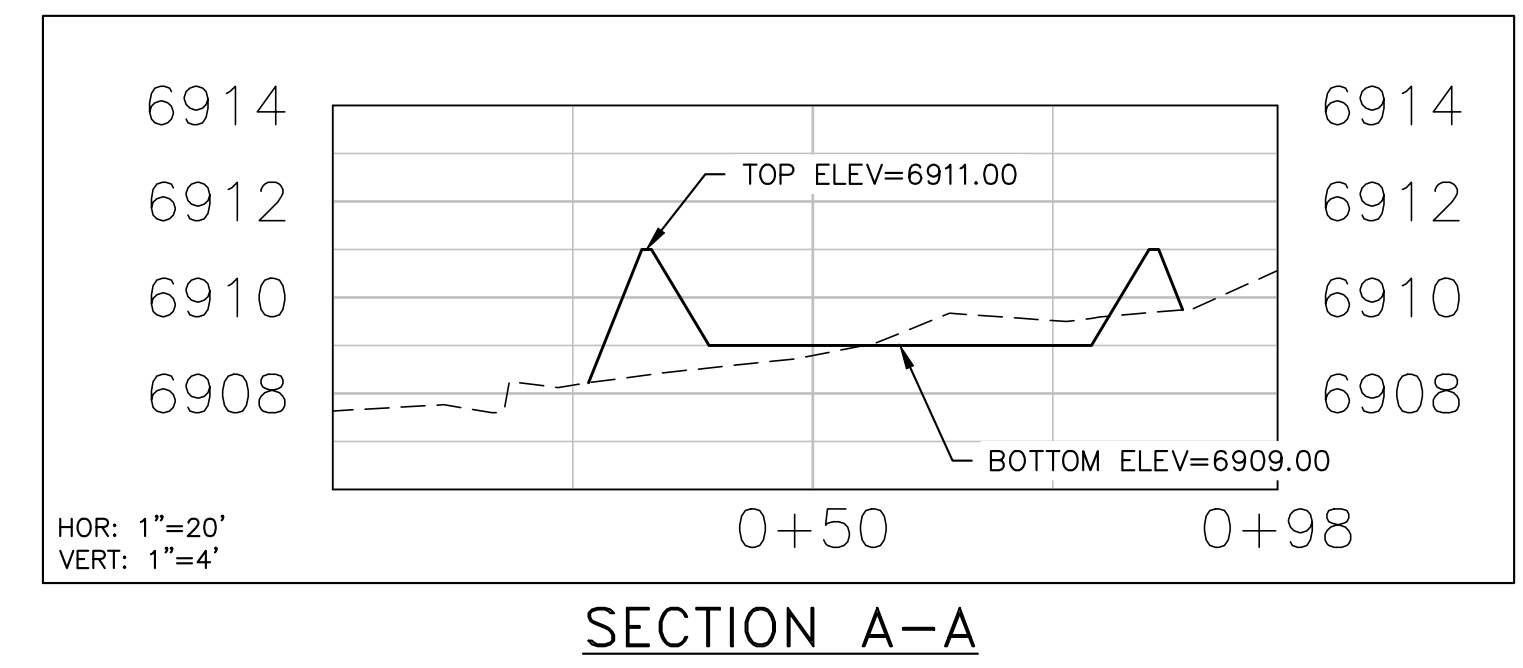
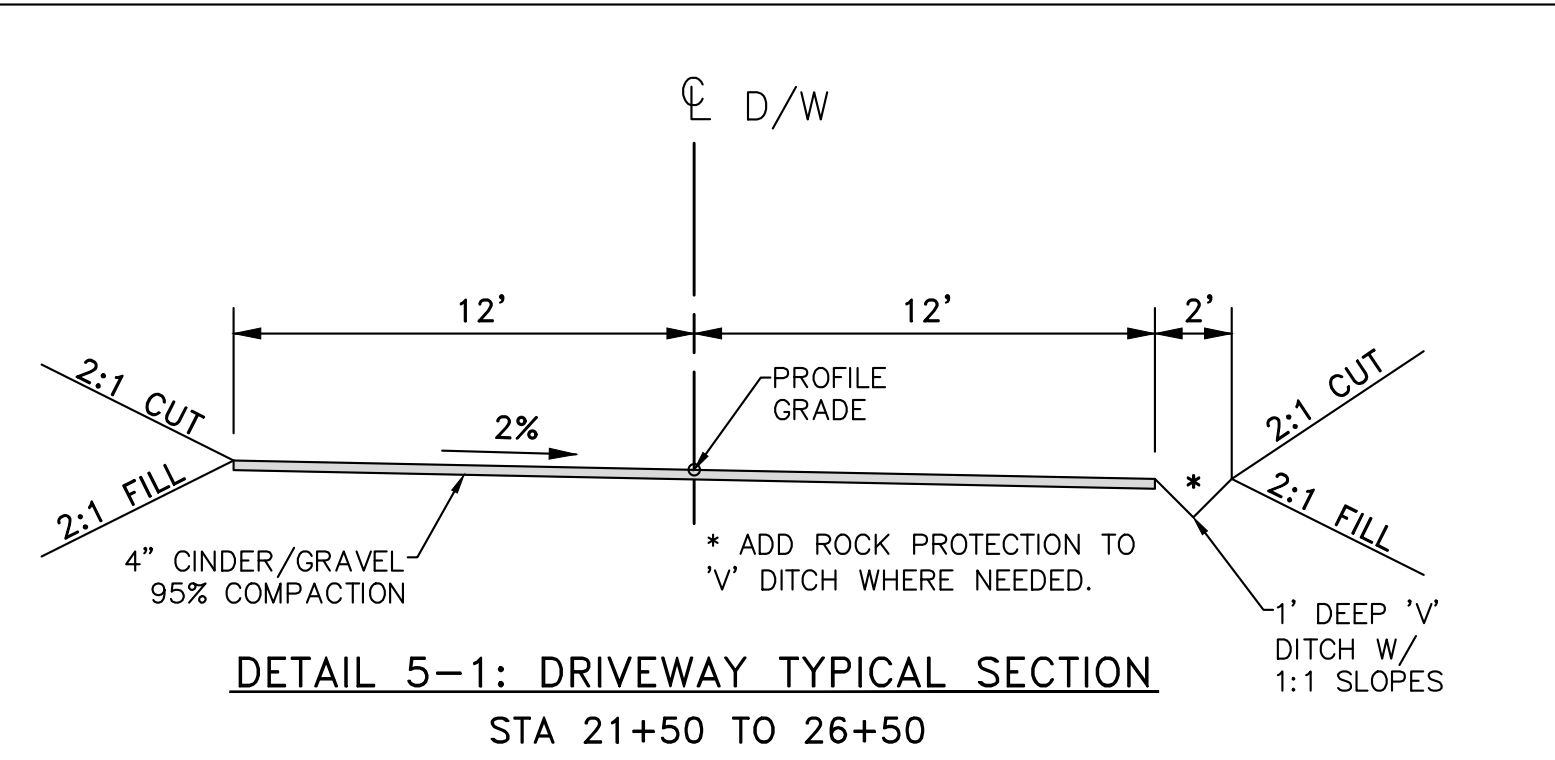
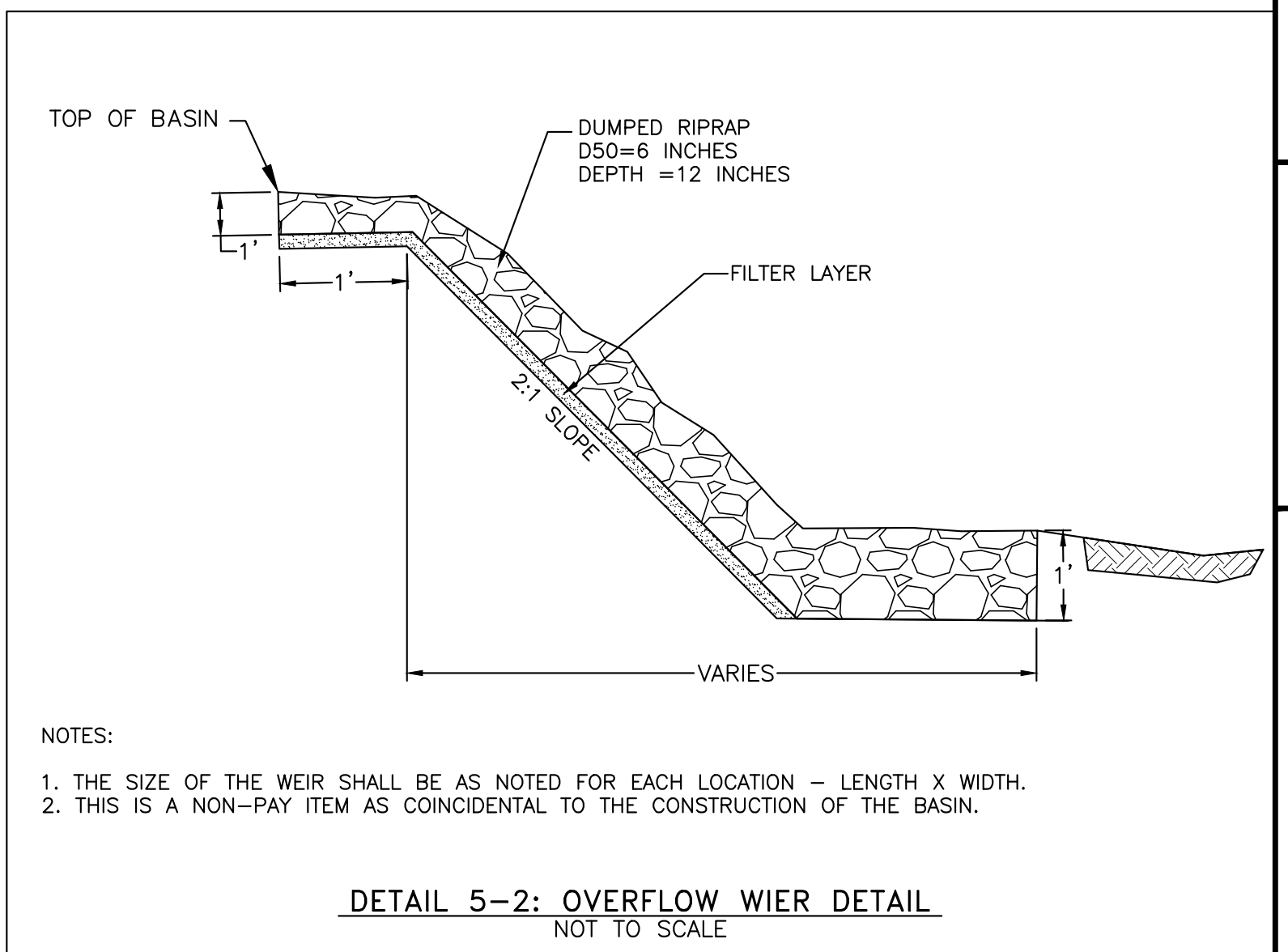
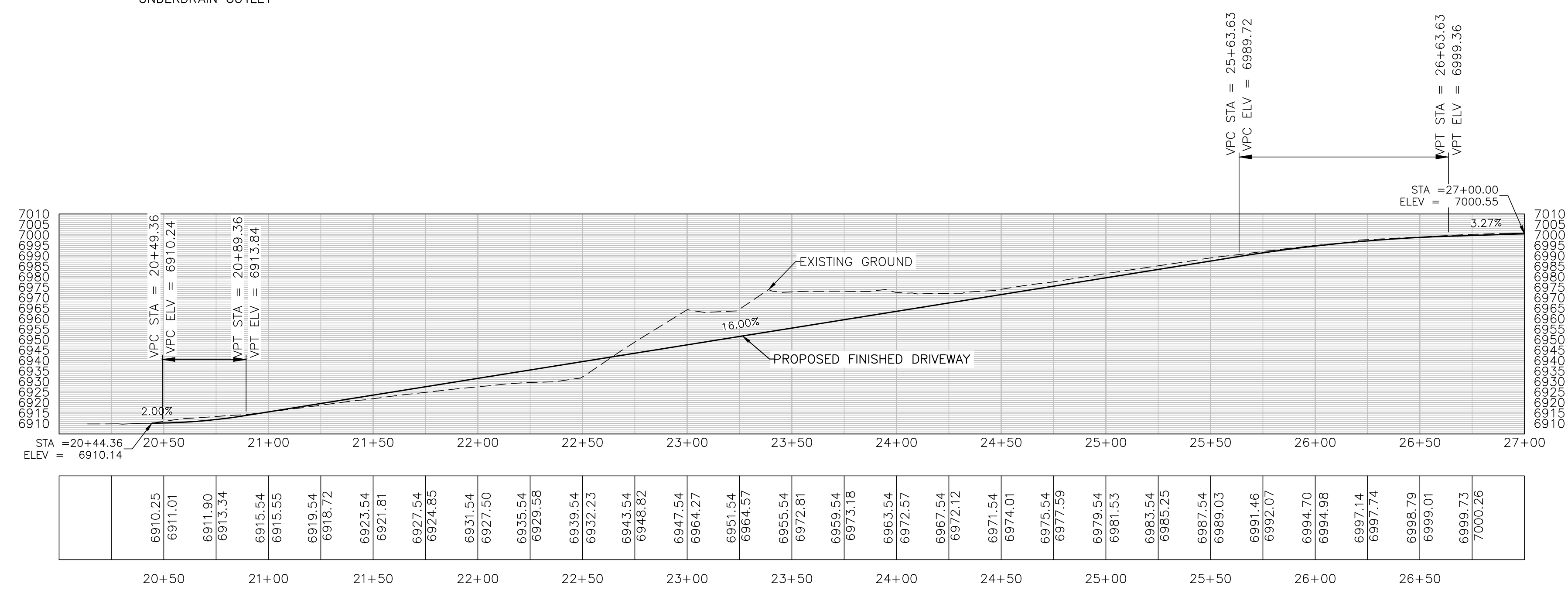
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- CONSTRUCTION NOTES**
PUBLIC IMPROVEMENTS
- 503 SAWCUT & REMOVE EXISTING CONCRETE TO THE NEAREST JOINT AND CONSTRUCT SCUPPER (A=1') PER MAG SD 203.
- PRIVATE IMPROVEMENTS**
- 206 GRADE SITE IN ACCORDANCE WITH MAG SS 201, 205 & 211 AND PER FINISHED CONTOURS SHOWN.
 - 207 CONSTRUCT CINDER/GRAVEL DRIVEWAY COMPACTED TO 95%. THE FIRST 50' SHALL BE GRADATION 'C' ROCK MULCH IN ACCORDANCE WITH ADOT SS 803-3.03 TO PREVENT TRACK-OUT.
 - 500 CONSTRUCT DRAINAGE BASIN PER CONTOURS SHOWN AND DETAILS ON SHEET 3. INTERIOR SIDE SLOPES SHALL BE A MAX 3:1 AND EXTERIOR SLOPES SHALL BE A MAX 2:1.
 - 501 INSTALL UNDER-DRAIN PER DETAILS ON SHEET 3. NON-PAY ITEM COINCIDENTAL TO THE CONSTRUCTION OF THE BASIN.
 - 502 INSTALL DUMPED RIPRAP OVERFLOW WEIR PER DETAIL BELOW. NON-PAY ITEM COINCIDENTAL TO THE CONSTRUCTION OF THE BASIN.
 - 504 INSTALL DUMPED RIPRAP APRON (D50=6", T=24") PER MAG SS 220. DIMENSIONS PER PLAN.



APN
113-10-001M
HI ZONE
NOT A PART



City of Flagstaff Engineering
Civil Plan Approval
C.O.F Project Manager: James Boyer
Date: 01/30/2023
The City approves these plans for concept only. All liability for errors or omissions is the responsibility of the Design Engineer.

GENERAL NOTES

FIELD TOPOGRAPHY AND BOUNDARY SURVEY INFORMATION USED TO PREPARE THIS DRAWING WERE MADE BY WOODSON ENGINEERING & SURVEYING, INC. IN AUGUST, 2016.

PAVEMENT TYPICAL SECTIONS ARE SHOWN ON SHEET 3.

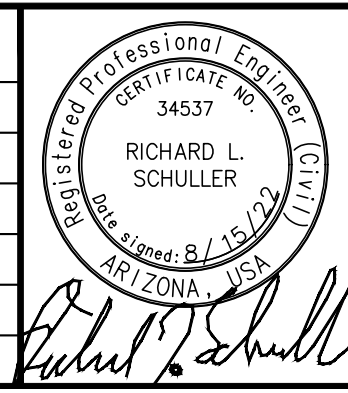
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Z:\APPROVAL\121039 BREWSTER - TRAILS END\DESIGN\CDS\121039_04-05 PLANS.DWG



REVISIONS:



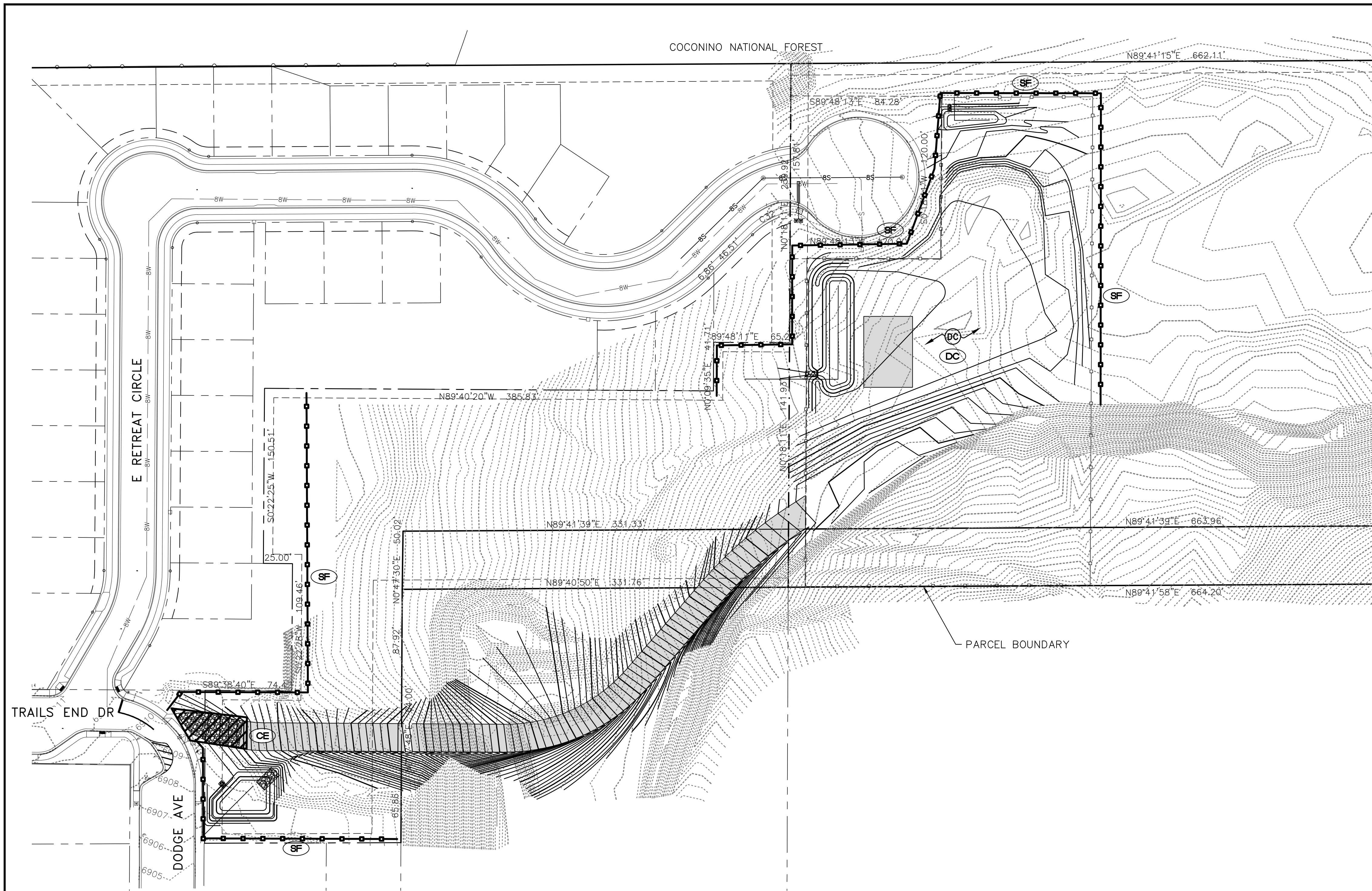
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YOUR YARD
AZNORTH DEVELOPMENT

DRIVEWAY PLAN SHEET

HOR SCALE: 1" = 40'
VERT SCALE: 1" = 40'
DATE: 8/15/22
PROJECT NO.: 121039
AGENCY NO.: PZ 21-00169
SHEET NO.: 5 OF 6

121039
WOODSON ENGINEERING AND SURVEYING, INC.
 124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 • WWW.WOODSONENG.COM
 8/15/2022
 YOUR YARD
 AZNORTH DEVELOPMENT
 IMPROVEMENT PLANS
 DESIGNED BY: RRW
 DRAFTED BY: RRW
 CHECKED BY: RLS



CONSTRUCTION SEQUENCING:

- EROSION CONTROL SILT FENCE PER PLAN AND STABILIZED CONSTRUCTION ENTRANCE AT CONSTRUCTION ENTRANCE TO THE SITE.
- SITE CLEARING.
- GENERAL SITE GRADING AND UTILITY INSTALLATIONS
- INSTALL TEMPORARY BMPs.
- SEED/SOD APPLICATION WITHIN TWO WEEKS AFTER COMPLETION OF FINAL GRADING OR DISTURBANCE. REFER TO LANDSCAPE PLANS FOR DELINEATIONS OF AREAS TO BE SEEDED AND FOR THE APPROPRIATE SEED MIX DESIGNS FOR EACH AREA.
- REMOVE CONSTRUCTION SEDIMENT FROM DETENTION STORAGE AREAS AND STORM SEWER AS NECESSARY TO RE-ESTABLISH SITE TO SPECIFICATIONS INDICATED ON THE PLAN.
- REMOVE SILT FENCE WITH MINIMAL DISTURBANCE FOLLOWING ESTABLISHMENT OF FINAL STABILIZATION.

SWPPP CONSTRUCTION NOTES:

- DUST CONTROL WILL BE ACHIEVED ACCORDING TO MARICOPA COUNTY FLOOD CONTROL DISTRICT BEST MANAGEMENT PRACTICES (BMPs) 43-46.
- ALL SUBCONTRACTORS WILL BE RESPONSIBLE FOR CLEANUP OF MUD OR DIRT PRIOR TO ENTRY ONTO CITY STREETS.
- NO MAINTENANCE OF VEHICLES WILL BE DONE ONSITE.
- A FENCED YARD FOR EQUIPMENT WILL BE MAINTAINED AT THE SITE. SUBCONTRACTORS WILL FURNISH FENCE TO MAINTAIN SUPPLIES AND MINIMIZE WIND BLOWING DEBRIS. ALL DEBRIS TO BE PICKED UP ON A DAILY BASIS.
- ANY GAS OR OIL SPILLED WILL REQUIRE IMMEDIATE NOTIFICATION TO OWNER AND APPROPRIATE CLEAN-UP. ANY CONTAMINATED SOIL SHALL BE HAULED TO HAZARDOUS WASTE LOCATION.
- SEE MARICOPA COUNTY FLOOD CONTROL DISTRICT WEBSITE FOR BMP DETAILS AND INSTALLATION INSTRUCTIONS.

NOTE:

INLET PROTECTION SHALL BE PROVIDED FOR ALL STORM DRAIN(S) DURING CONSTRUCTION TO ENSURE THEY ARE NOT SILTED IN. PROVIDE INLET PROTECTION PER DETAIL BMP #69-73 OR DANDY SACK/CURB (OR APPROVED EQUAL).

LEGEND

- PROPERTY BOUNDARY
- RIGHT-OF-WAY
- EXISTING EASEMENT
- SF SILT FENCE, BMP 63-68
- DC DUST CONTROL, BMP 43-46
- CE STABILIZED CONSTRUCTION ENTRANCE, BMP 37-39

GENERAL NOTES

FIELD TOPOGRAPHY AND BOUNDARY SURVEY INFORMATION USED TO PREPARE THIS DRAWING WERE MADE BY WOODSON ENGINEERING & SURVEYING, INC. IN AUGUST, 2016.

PAVEMENT TYPICAL SECTIONS ARE SHOWN ON SHEET 3.

ALL ELEVATIONS SHOWN ON THE PLANS ARE FINISHED SURFACE ELEVATIONS (EXCEPT AS NOTED).

THE INFORMATION ON THESE CONSTRUCTION PLANS CONCERNING THE TYPE, SIZE, AND LOCATION OF UTILITIES HAS BEEN SHOWN BASED ON THE BEST INFORMATION AVAILABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINATION OF EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES, IN PLACE, UNLESS OTHERWISE NOTED OR SPECIFIED.

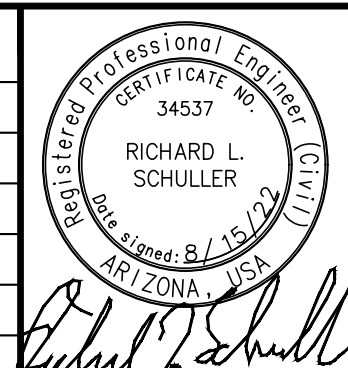
City of Flagstaff Engineering
Civil Plan Approval

C.O.F Project Manager **James Boyer** Date **01/30/2023**

The City approves these plans for concept only. All liability for errors or omissions is the responsibility of the Design Engineer.



REVISIONS:		



WOODSON
ENGINEERING & SURVEYING
124 N ELDEN ST, FLAGSTAFF, AZ 86001
(928) 774-4636 | WWW.WOODSONENG.COM

YOUR YARD
AZNORTH DEVELOPMENT

SWPPP
EROSION CONTROL PLAN

HOR SCALE: 1" = 50'
VERT SCALE: NA
DATE: 8/15/22
PROJECT NO.: 121039
AGENCY NO.: PZ 21-00169
SHEET NO.: 6 OF 6

DESIGNED BY: RRW
DRAFTED BY: RRW
CHECKED BY: RLS

8/15/2022

WOODSON ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 • WWW.WOODSONENG.COM

121039

Z:\APPROVAL\121039 BREWSTER - TRAILS_END\00 DESIGN\CDS\121039_06 SWPPP.DWG

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 05/18/2023
Meeting Date: 05/23/2023



TITLE:
City Manager Report

DESIRED OUTCOME:
Information Only

EXECUTIVE SUMMARY:

These reports will be included in the City Council packet for regularly scheduled Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization.

INFORMATION:

Attachments: [Manager's Report](#)
[City Engineering Report](#)
[Capital Improvements Map](#)
[Economic Vitality Report](#)
[PROSE - April Newsletter](#)
[PROSE - May Newsletter](#)

City Manager's Report

May 19, 2023

Council and Colleagues, greetings. These reports will be included in the City Council packet for Council Work Sessions. The reports are intended to be informational, covering miscellaneous events and topics involving the city organization. This Report is rather short, but it will include, as attachments, the March/April update from Engineering and Capital Improvements, the April update from Economic Vitality, and the April/May update from PROSE.

In no particular order ...

20 UNDER 40!

We are so proud of Sarah Langley and Shawn Johnson for not only representing Team Flagstaff so well but for making a difference within our community. As part of the Public Affairs Section both Sarah and Shawn are instrumental in connecting the community to the City Council and the City organization. They both have bright futures ahead of them and we are fortunate to have them as part of Team Flagstaff!



Mary Jo Jenkins Leader of the Year Awards (2021 & 2022)

This wonderful tradition continues! It started in 2009 and we have kept it going, with a short pause during the pandemic. We will be showing a star cast and appropriately cheesy video to announce both the 2021 and 2022 recipients of the Mary Jo Jenkins Leader of the Year. Thanks to our video team for helping to put this together (Connor Newton and Samantha Victor). Enjoy!

Meetings, Etc.

- Props to Christine Cameron, Trevor Henry, Jeremy DeGeyter, and others for helping to orchestrate the public meeting between the Army Corps of Engineers, the Friends of the Rio, and the Friends of Flagstaff Future, on Thursday, May 18th. The meeting lasted for two hours and was well attended. It included an overview of the process, a quick presentation of the project including design and timeline, and a Q&A session that touched on numerous topics. Focus was had on the design, surface riparian features, groundwater recharge, and GHG and carbon neutrality.
- The Mountain Line Technical Advisory Committee (TAC) and Board held a joint meeting for four hours on May 17th at the Aquaplex. It was well attended, and covered some elements of the Strategic Plan, including the Mission and Vision Statement (photo).
- The CJCC Executive Committee met on Wednesday, May 10th at the Hope Receiving Center. Updates were given by all of the subcommittees. We will be retreating in the fall to revisit the Strategic Plan (photo).
- The “Good Neighbors” noise task force met on May 16th. Stay tuned.
- We had a walk-about in the Southside Neighborhood on May 12th, with Coral Evans, David Soto (whose father Ray Soto has lived in the Southside for over 80 years!), members of Park Flag, Code Compliance, and the City Managers Office. It was good. Focus was upon bad parking behavior, litter, abandoned vehicles, vacant building, and ... roof-top fraternity parties.
- There was a celebration of the retirement of Carol Dykes with United Way of Northern Arizona (UWNA) on May 11th and it was wonderful. Carol will be replaced by Liz Archuleta. There were many heartwarming comments shared about Carol and it was a good sendoff (photo).



- The Champions of Team Flagstaff and many employees helped orchestrate the “Come Together” employee celebration on May 10th at the Orpheum. The theme was Star Wars. Emceed by none-other than Dave McIntyre, there were great videos, some on-state light saber duels, rather silly games, and lots of laughs. And Sterling sang! It was great to return to this event ... that last one occurred pre-Covid. (photos below).



That is a wrap ... thank you!



CITY ENGINEERING DIVISION

Bi-Monthly Projects Report **April 2023**

Honorable Mayor, Vice Mayor and Council,

The April report was completed by our Project Managers on May 3rd and includes project updates for the months of March and April.

The attached map is a comprehensive view of the highlighted projects in our community that are assigned to the City Engineering Division, inclusive of projects that are in planning, design, and construction phases.

We have tried to reduce the extent of information provided and focused on only those projects that had substantive progress from previous months or have key milestones to share.

If you would like to receive more information on a specific project, please reach out and we'd be glad to share more detailed information.

Boulder Point - Traffic Calming (DESIGN PHASE)

FUND: TRANSPORTATION TAX

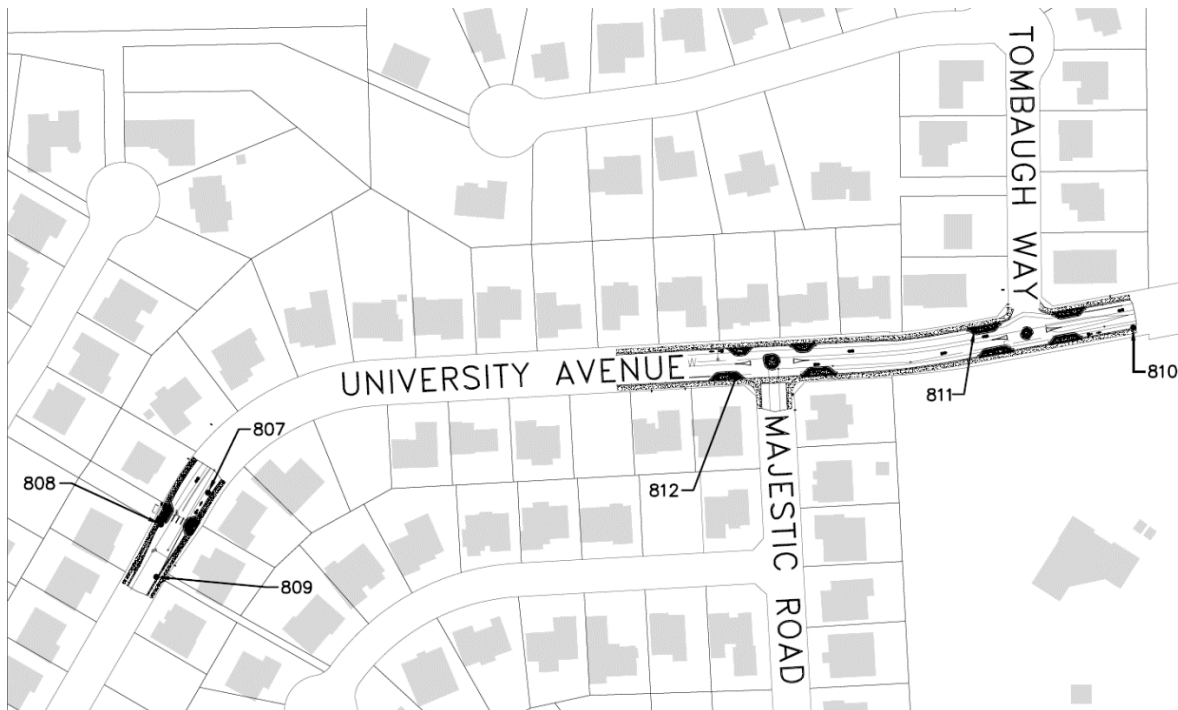
Description – This project is a traffic calming and pedestrian safety project. Included in the project are:

- Traffic Circle with curb extensions (bump-outs) at University Ave/Majestic Rd
- Traffic Circle with curb extensions (bump-outs) at University Ave/Tombaugh Way
- Curb extensions and mid-block crossing on University Avenue at the pedestrian walkway connecting University Avenue to Fresh Aire St.
- Three (3) Raised crosswalks, two (2) on Woody Way and one (1) on Highland Mesa at Axe Handle Way.

The Transportation Commission approved the traffic circle concept at the intersections of University Ave/Majestic Rd and University Ave/Tombaugh Way on June 1, 2022. This design, in temporary form, lowered the 85th percentile speed on University Ave to 27 mph, down from 31 mph. This brings the speeds down to a level that is below the threshold for traffic calming based on the worksheets in the Guidebook for Residential Traffic Management. Council and the Transportation Commission have given further approvals to complete final design after an additional evaluation in February 2023.

Project Update:

- 90% plans have been submitted by Woodson Engineering/Ardurra in April of 2023 and are under review by staff.



Extent map of W University Ave Traffic Circles and Mid-block crossing - from 90% plans

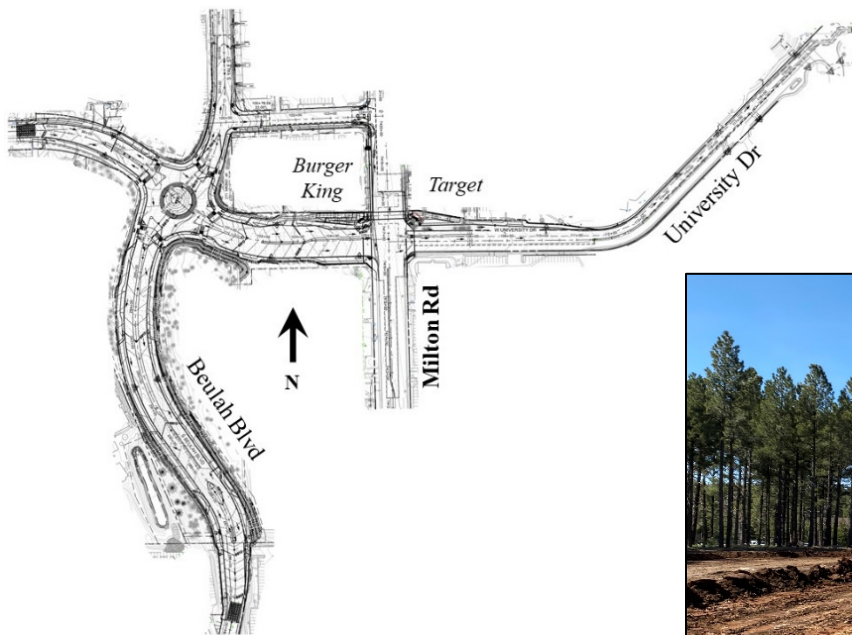
Beulah Boulevard Extension/University Drive Realignment (CONSTRUCTION PHASE)

FUND: TRANSPORTATION TAX (STREETS)

Description – This roadway improvement project extends the northern terminus of Beulah Boulevard to connect with University Avenue. Furthermore, University Avenue (west of Milton) will be realigned to match up with University Drive (east of Milton). A new roundabout will be constructed where Beulah Boulevard and University Avenue will intersect. Additionally, this project will also be constructing a new pedestrian underpass beneath Milton Road, just south of Burger King across to Target. Construction is expected to begin in April 2023 and conclude in late summer 2025.

Project Update :

- Construction began on April 3, 2023.
- Surface bike/ped crosswalk was added to cross Milton (south side of Milton/University intersection).
- Tree and shrubs have been cleared.
- Profiling operations, to breakup bedrock to proper elevation started the week of May 1st.
- Real estate acquisitions are underway for remaining right-of-way and easements.
- Eagle Mountain Construction is the Construction Manager at Risk (CMAR) contractor.



Project Extent Map



Grading Operations in Recently Cleared New Beulah Blvd

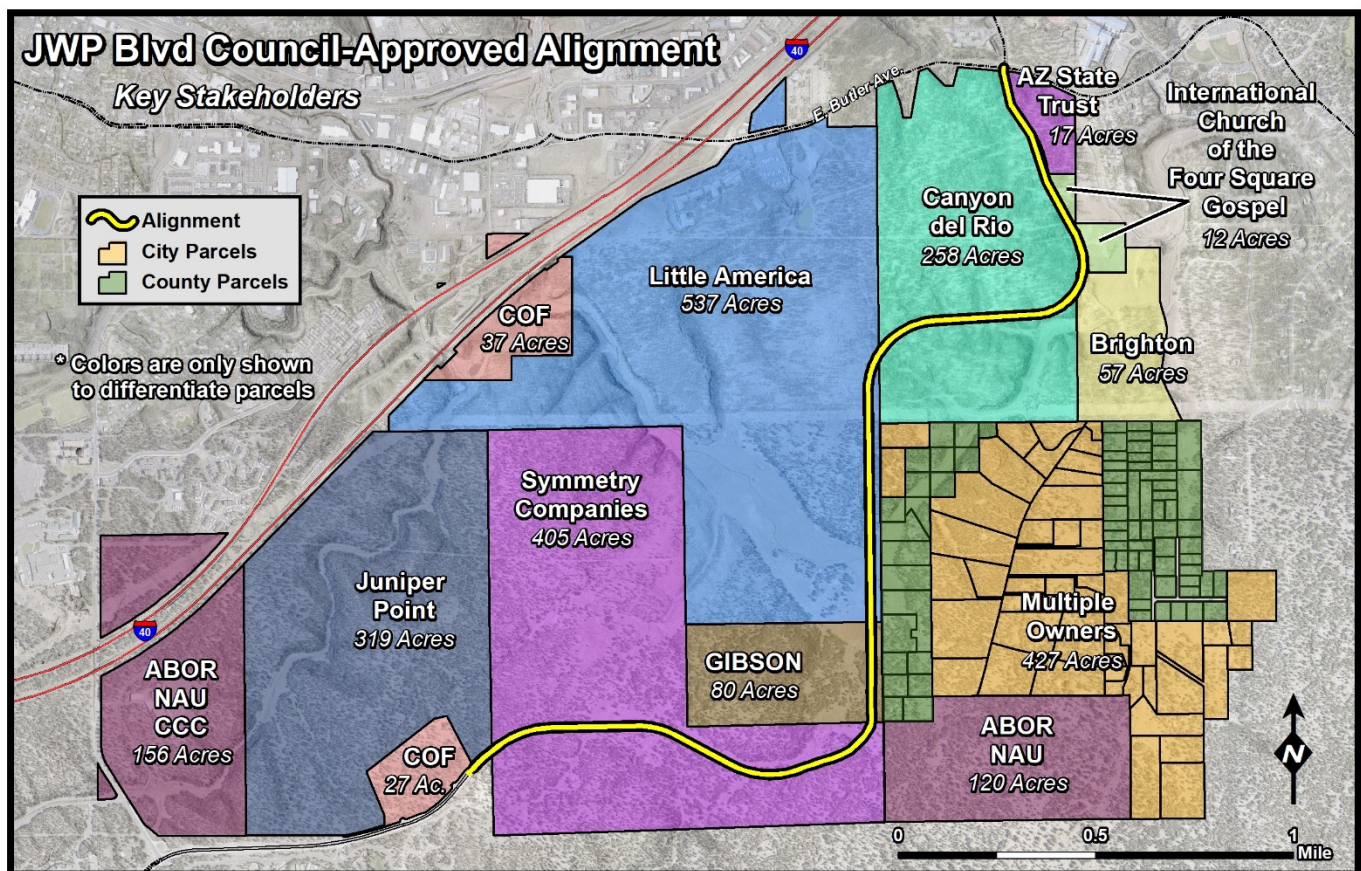
J.W. Powell Specific Plan Study (PLANNING PHASE)

FUND: GENERAL GOVERNMENT & TRANSPORTATION TAX

Description – The purpose of the John Wesley Powell Specific Plan Study is to develop a specific plan to guide the future private development of public infrastructure, utilities, and facilities. Phase 1 of the project is the conceptual design of the future public infrastructure, public utilities and facilities location analysis. The conceptual design is required to meet the full City infrastructure standards including street improvements, potable water, sanitary sewer mains, storm drain systems, street lighting and associated appurtenances. Phase 1 of the Study includes a sanitary sewer system master plan for the area. A water system master plan was previously developed for the area. Phase 2 of the Study is development of the planning elements necessary to gain City Council approval of a Specific Plan.

Project Update:

- City Staff is working with Peak Engineering and their subconsultant, Swaback, to scope Change Order 5. This Change Order will come to Council in early June and the scope of work will be primarily a planning effort.
- Improvements to the existing low-flow Rio de Flag crossing at Herold Ranch Road will be completed by Coconino County.



Council-Approved alignment of new J.W. Powell Boulevard and Fourth Street; denoted by yellow line

Coconino Estates Improvements Phase I (CONSTRUCTION PHASE)

FUND: ROAD REPAIR & STREET SAFETY

Description – This is a utility and roadway improvements project located in the Coconino Estates neighborhood on Beal Road from Rockridge to Fort Valley, Navajo Drive from Navajo Road to Murray, Whipple Road from Navajo Drive to McMillan, and Navajo Road from Navajo Drive to Fort Valley. Improvements on the streets generally consist of replacing existing infrastructure with new, including water and sewer mains, water and sewer services, fire hydrants, storm drains, streetlights, the entire asphalt roadway, and defective select edge improvements (curb & gutter, sidewalk, etc.), except for Whipple Road which will only receive a new water main. There will also be new infrastructure added consisting of underground electric lines for streetlighting and sidewalk on both sides of the street where it does not currently exist on Beal Road, Navajo Drive south of Beal, and on Navajo Road. For additional information visit the Project website at www.coconinoestates.com.

Contractor – Eagle Mountain Construction

Project Update:

Navajo Road and Navajo Drive south of Beal (Construction Zones #1 and #2)

- Utility and roadway improvements are complete including landscape restorations.
- Navajo Road and Navajo Drive south of Beal are open to all traffic.

Beal Road east of Rio de Flag (Construction Zone #3)

- Utility and roadway improvements are complete including landscape restorations.
- Minor striping improvements will be corrected at a later date.
- Beal is currently closed from Aztec to Navajo for construction activities in Zone #5.

Navajo Drive north of Beal (Construction Zone #4)

- Utility and roadway improvements are complete including landscape restorations.
- Navajo Drive north of Beal is open to all traffic.

Beal Road west of Rio de Flag (Construction Zone #5)

- Sewer main and sewer service installations are complete from the Rio de Flag working west.
- Water main and water service installation is complete from the Rio de Flag working east.
- The removal and replacement of concrete curb, gutter, sidewalk, and driveway entrances will continue from the Rio de Flag bridge to just west of Rockridge Road.
- Crews will continue removing and preparing the existing asphalt pavement in preparation for roadway paving operations.
- Beal from Aztec to Navajo, is closed to thru traffic with access for residents only. Access to Aztec and Anderson properties on the north side of the Beal and Aztec intersection will be maintained through the Beal and Aztec intersection.



Project Map with current road closures and detours

Coconino Estates Improvements Phase II (CONSTRUCTION PHASE)

FUND: ROAD REPAIR & STREET SAFETY & AGING WATER AND SEWER INFRASTRUCTURE REPLACEMENT PROGRAMS

Description - This is a utility and roadway improvements project located on several streets in the Coconino Estates neighborhood as seen in the map below. Improvements on the streets generally consist of replacing all existing utility and roadway infrastructure. The utility improvements include replacing the existing water and sewer mains, water and sewer services, fire hydrants, and manholes. The roadway improvements include replacing the existing asphalt roadway, replacing rolled curb with vertical curb, constructing driveway ramps at driveway entrances, and replacing select sidewalk only where it currently exists on Crescent Ln Drive. Sidewalk will NOT be installed where it does not currently exist. For additional information visit the Project website at www.coconinoestates.com

Contractor – Standard Construction Company

Project Update:

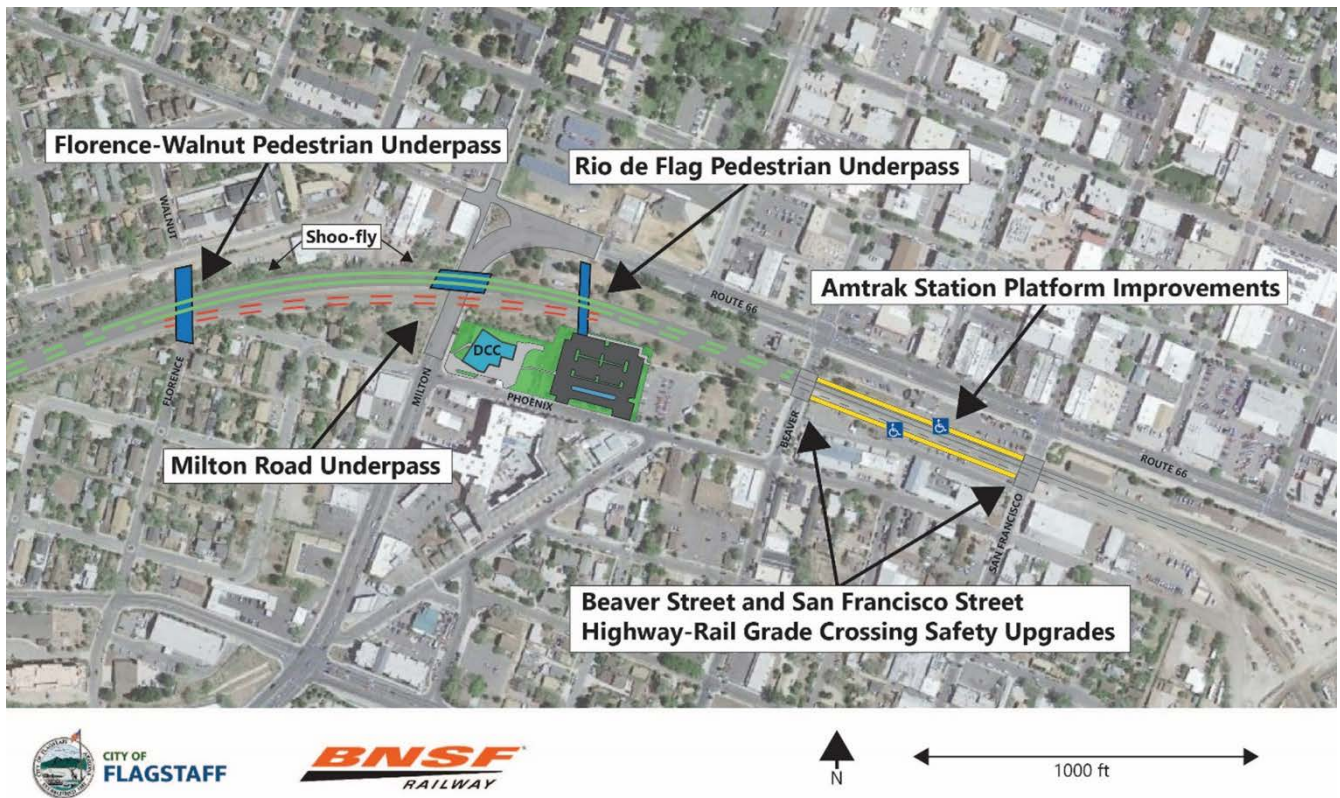
- A winter shutdown has been in effect for this project and work is anticipated to recommence by June 1st.
- When the project resumes, landscaping restoration, manhole testing, and minor adjustments will be performed to complete the project.

Flagstaff Downtown Mile Safety and Connectivity Improvement Project (DESIGN PHASE)

FUND: TRANSPORTATION, STORMWATER, AGING INFRASTRUCTURE, BNSF RAILWAY, METROPLAN, GRANTS

Description – The Downtown Mile Project consists of a group of City and local agency projects located in Downtown Flagstaff and surrounding the BNSF Railway corridor. They include:

- The Milton ADOT Underpass/BNSF Bridge Reconstruction
- The Rio de Flag Pedestrian Underpass
- The Florence to Walnut Pedestrian Underpass
- BNSF Railway Track Expansion
- At-grade Rail Crossing Safety Improvements at Beaver and San Francisco Streets
- Amtrak Station Platform Improvements



The City has partnered with ADOT, BNSF Railway, Mountain Line, Amtrak, and the Army Corps of Engineers for the overall Downtown Mile Project to design and construct roadway, bridge, bike/pedestrian, and railroad improvements for the Flagstaff community. This project will also facilitate completion of our Rio de Flag Flood Control Project and integrate pedestrian and rail improvements with the Lone Tree Overpass Project and the future Mountain Line Downtown Connection Center.

The project construction is funded by a combination of public, private, and federal INFRA grant funds. The total project cost is estimated at \$56M and includes \$32.5M in federal funds, \$12.8M in City of Flagstaff funds (Proposition 419 Partnership, Transportation, and Stormwater funding), and \$11M in BNSF Railway funding.

Project Update:

- The Project team held monthly meetings on March 6th and April 4th with the Federal Rail Administration, which is the lead agency on the INFRA grant.
- 30% Design Concept Plans were submitted on April 7th.
- Capital staff hosted a two-day design scoping meeting with Amtrak and BNSF Railway staff for the Flagstaff Station improvements on April 19th and 20th.
- On April 21st, the ADOT State Transportation Board approved \$3M in funding for the Project, which will help offset the City's \$12.8M match funding.
- Capital Staff met with Jennifer Toth, Director of the Arizona Department of Transportation on April 27th to discuss the Project and related ADOT improvements.
- Preparations are underway for our first public meeting, which will be held on June 14th at City Hall.

Rio de Flag Flood Control Project (Design Phase)

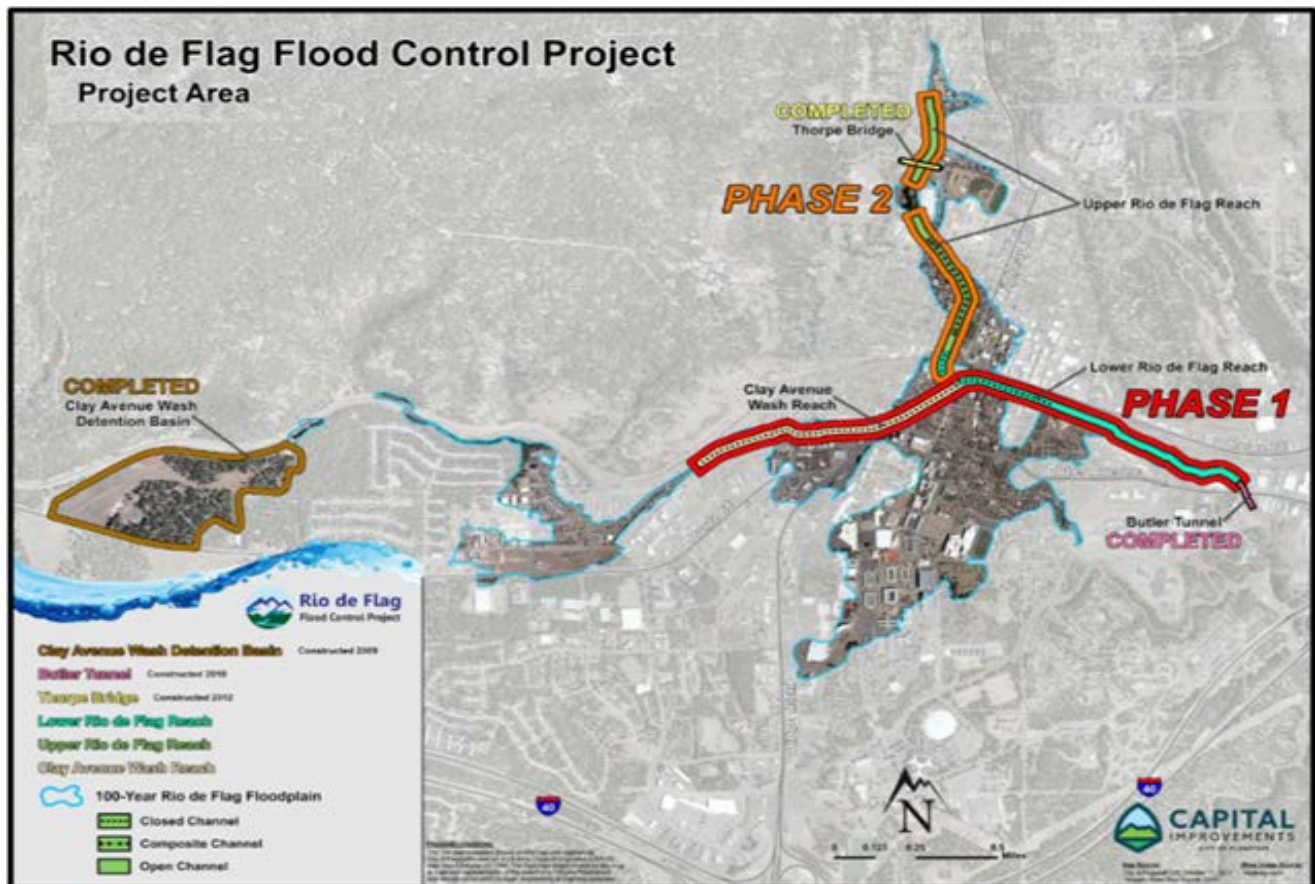
FUND: STORMWATER & AGING INFRASTRUCTURE

Description – Design consists of channel improvements along both the Rio de Flag and Clay Avenue Wash channels through central Flagstaff and includes a combination of underground concrete box culverts, open channel, and composite channel. The composite channel section has both an underground culvert to carry large volumes of water and a smaller open channel on top, which will provide an aesthetic element of flowing surface water during rainfall events. Total project length is approximately 15,000 feet.

The purpose of the Rio de Flag Flood Control Project is to remove the hazards associated with the 100-year storm event, which include property damage, life safety concerns, and community economic impacts. From research conducted by the Army Corps, it was determined that a significant flood would damage approximately 1,500 structures valued at over \$916M and cause \$93M in economic damages, for a total impact of over \$1B.

Project Update:

- Work continues on refinement of the design plans and the real estate documents.
- Property appraisals are being conducted to prepare for offers.
- Additional Real Estate Services Consultants are being brought on board to support acquisition needs and project timelines.
- The draft BNSF Construction and Maintenance Agreement is under review with City and Army Corps legal staff.
- The project continues work to coordinate construction phasing and develop traffic control plans for the Butler-Milton-Clay-Mike's Pike Intersection with ADOT and the Army Corps
- A project status/update was presented to council on April 25, 2023.
- Change Order No. 17 to the City consultant, Shephard Wesnitzer, Inc. was approved by council on April 18, 2023.
- USACE held an online meeting on May 18, 2023 to discuss the questions and comments received on the draft Supplemental Environmental Assessment.



311 Cherry Avenue House Wet Demolition (Rio de Flag Flood Control Project) (Construction Phase)

FUND: STORMWATER & AGING INFRASTRUCTURE

Description – The City of Flagstaff purchased the house located at 311 W Cherry Avenue for the upcoming Rio de Flag Flood Control Project. In April 2023 there was a house fire resulting in extensive damage to the structure. Due to the safety and health hazard the house poses, it will be demolished. Asbestos is prevalent throughout the home which requires special conditions and requirements for demolition, called a wet demolition. All existing infrastructure will be removed from the property and it will be hydroseeded for stabilization.

Project Update:

- Demolition began on May 8, 2023 and is anticipated to be complete the week of May 22nd.
- All asbestos contaminated materials will be bagged and sent to the Pen-Rob Landfill in Joseph City.
- Western Technologies, Inc. will be overseeing the demolition of the house due to the presence of asbestos.



311 Cherry Ave. – Front of House



311 Cherry Ave. – Back of House

Lone Tree Overpass Project (DESIGN PHASE)

FUND: TRANSPORTATION

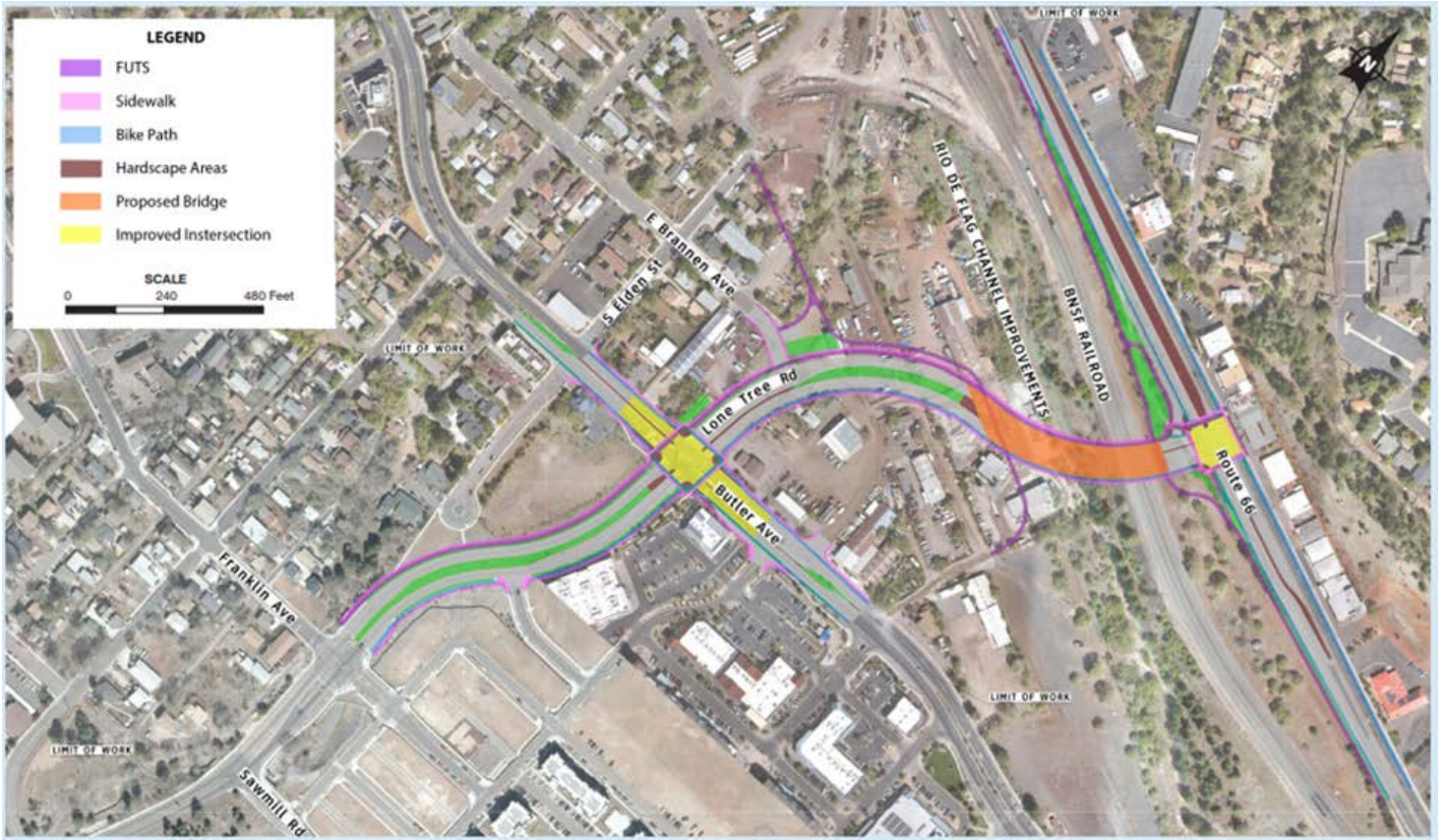
Description – The Lone Tree Overpass Project will provide a grade-separated crossing over the future Rio de Flag drainage and the BNSF Railway corridor from Butler Avenue to Route 66. Funding for this project is provided through voter approved bonds as designated in the 2018 Proposition 420. The project will also include improvements from Butler south to Sawmill Road, which will be funded by Proposition 419. The project will be delivered via the Design-Build process and the team includes Ames Construction as the contractor and WSP as the prime design consultant.

Project Update:

- 90% design plans (Bridge portion north of Butler) were submitted to the City on March 27.
- Capital staff hosted a two-day workshop with the US Army Corps of Engineers and the Lone Tree Project team to coordinative planning for field construction activities between the Rio de Flag and Lone Tree Projects on April 4th and 5th.
- The project team is preparing for construction activities south of Butler, which will commence later this summer. The bridge portion north of Butler will not proceed until agency agreements are approved and property acquisition/relocation is complete.

Structure demolition activities began on May 8, 2023.

- Additional information is posted on the project website. [Lone Tree Overpass Project](#)



Library Entrance (CONSTRUCTION PHASE)

FUND: BBB - BEAUTIFICATION

Description – Project to bring the Library Entrance into ADA compliance with a new handicap ramp and new overall vision for the entrance. Public art will be incorporated into project and an artist is being brought onto the design team. The project includes upgrades to landscaping, handicap-accessible parking, parking lot, and hardscape.

Project Update:

- The project is currently underway and has established a temporary alternate Library Entrance that will be utilized throughout construction. The main Library entrance remains closed.
- The winter shutdown was lifted on April 3, 2023 and the contractor is making progress on concrete placement, paving and site improvements.
- Project completion is expected in June.



Library Entrance Project-Rendering of selected concept plan

Switzer Canyon Transmission Main Phase IV (Construction Phase)

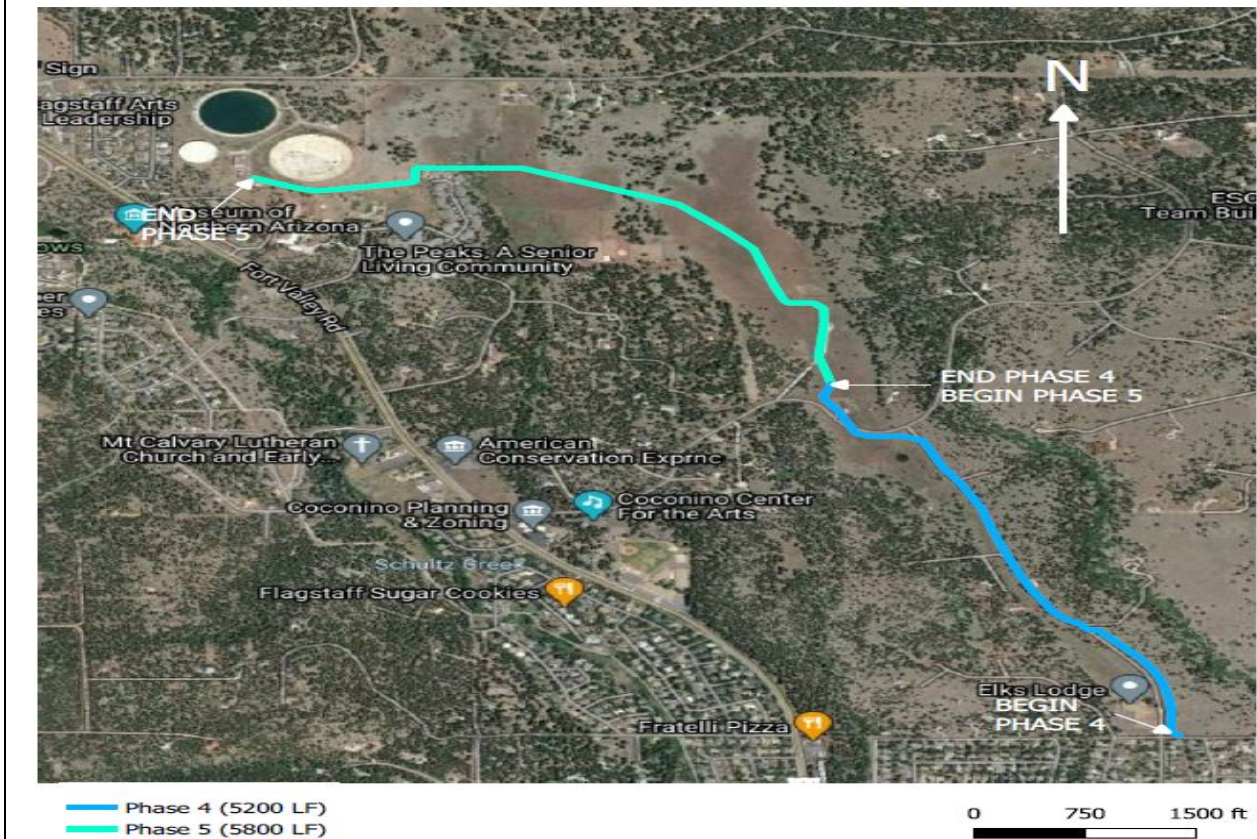
FUND: DRINKING WATER

Description – The Project is the fourth phase of a five-phase program and consists of installing two new water transmission mains, 24” and 16”, that will extend the distribution system, zone A and B, from the Downtown area to the City Reservoirs near Elden Lookout Road. The length of Phase IV is approximately 5200 feet. The project area extends outside City limits. Included in the project will be the two water mains with appurtenances and fire hydrants. Water service to county residents will not be provided in exchange for property rights. Construction of Phase IV is planned to begin in Summer of 2023. Design of Phase V is planned for FY25.

Project Update:

- Advertisement for bidding began February 10, 2023 and ended March 10, 2023.
- Mountain High Excavating, LLC submitted the low bid for construction of Phase IV at \$5,291,184.
- Contract duration is 270 days.
- Acquisition of property rights for Phase IV is ongoing.
- Council consent and approval of construction contract is scheduled for June 6, 2023.
- Construction is anticipated to begin in July.

**FIGURE 1 - SWITZER CANYON WATER LINE
PHASE IV & V CURRENT ALIGNMENT**



Protected Intersections at Butler/Beaver and Butler/San Francisco (Design Phase)

FUND: TRANSPORTATION TAX

Description – The Project consists of feasibility designs of two protected intersections on Butler Avenue, one at the intersection with Beaver Street and one at the intersection with San Francisco Street. Protected intersections separate bicycle traffic from vehicular traffic. WSP USA, Inc. was selected as Engineering firm for 15% designs of protected intersections. Final deliverables consist of Technical Reports for each intersection and 15% level conceptual plans.

Project Update:

- WSP USA, Inc. has completed their scope of work and submitted final Technical Reports.
- Estimate of costs for design and construction is \$1 million for each intersection.
- These intersections were discussion points at the April 7th, April 27th & April 28th City Council Retreats.
- The Butler/Beaver and Butler/San Francisco protected intersections have been included and funded in the Capital Improvement Plan for FY24 and FY25.
- Staff anticipates applying for a Safe Streets and Roads for All (SS4A) Grant for the design and construction of the protected intersections as well as the Butler Ave. raised bike and pedestrian pathways. Applications are due July 10, 2023.



Beaver Street and Butler Avenue

San Francisco Street and Butler Avenue

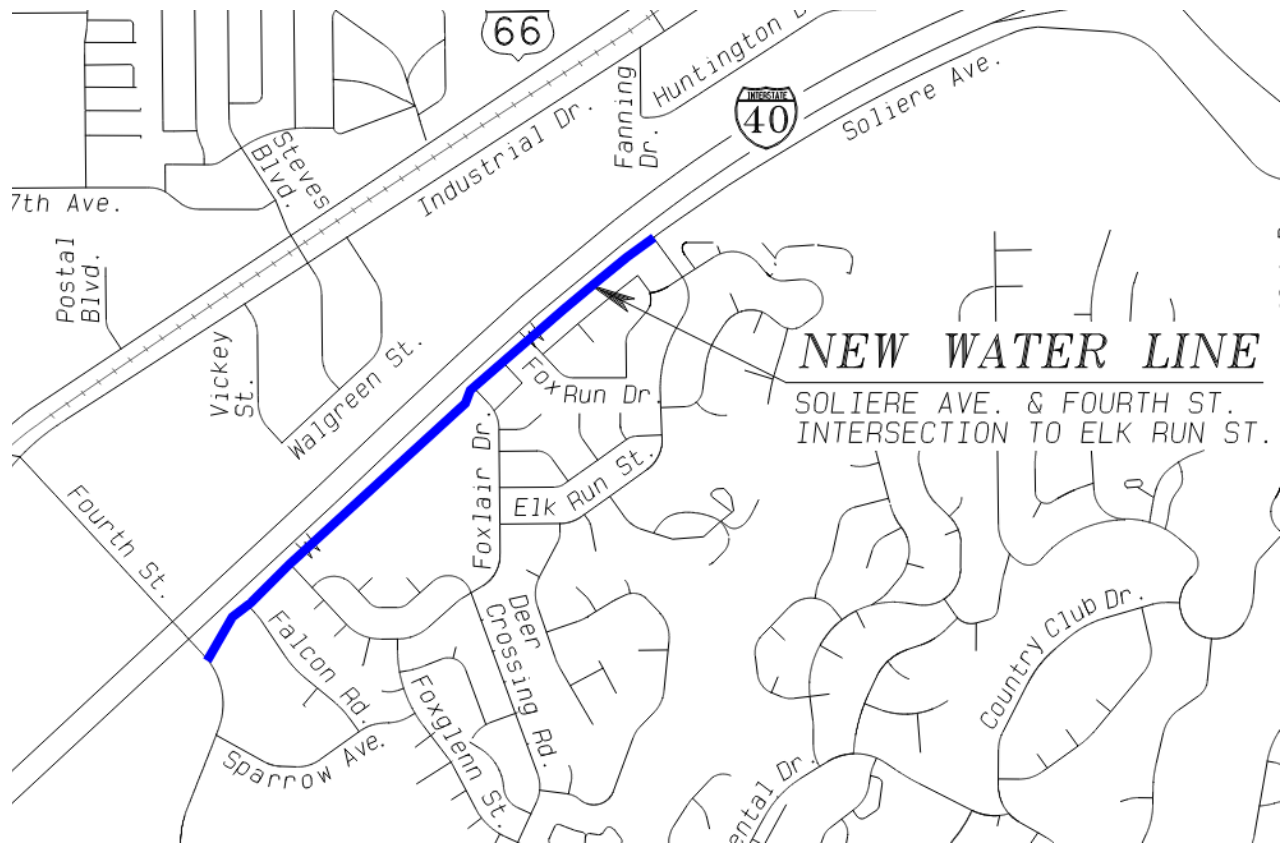
Solier Ave. Transmission Main (CONSTRUCTION PHASE)

FUND: DRINKING WATER & DEVELOPER CONTRIBUTIONS

Description – The Project consists of installing approximately 5,200 linear feet of 12” PVC water transmission main, this will complete the distribution system along Soliere Ave. from Elk Run St. to Fourth St. The new transmission main will supply the needed secondary water source for developments along Butler Ave.

Project Update:

- A construction contract was awarded to Hylan-West on the May 2nd Council meeting.
- Construction is tentatively scheduled to start in late June with project completion tentatively scheduled for October of 2023.



Vicinity Map for new Soliere Ave. Transmission main, depicted with blue line

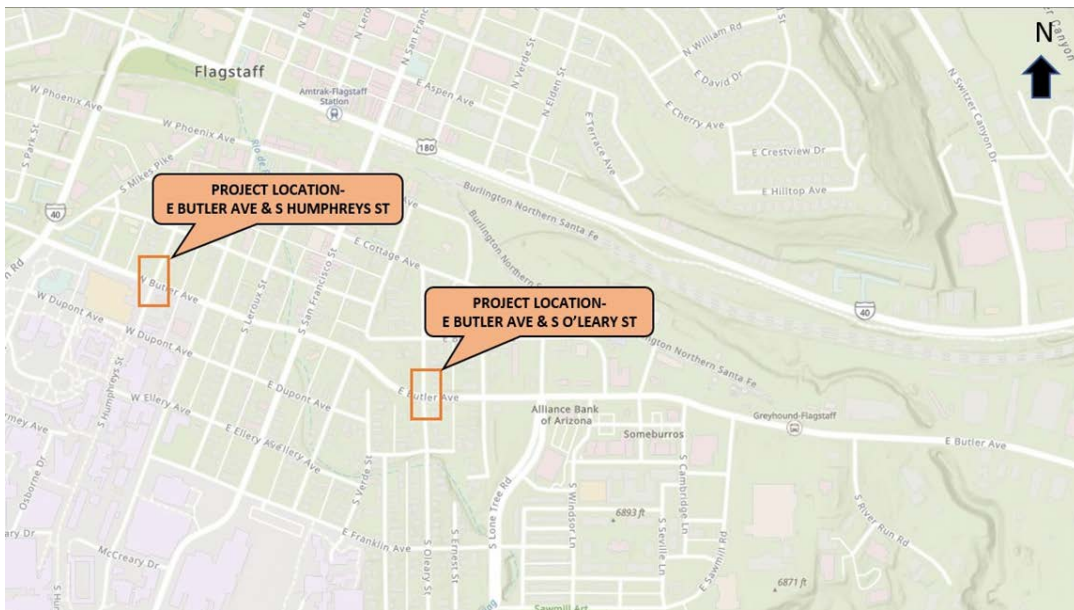
Butler and O’Leary Pedestrian Crossing (DESIGN PHASE)

FUND: TRANSPORTATION

Description - This project includes the design and construction of a new pedestrian and bike crossing located at the intersection of Butler Avenue and O’Leary Street. Prior to design and construction, a traffic study will be conducted to determine if the crossing warranted. If the traffic study deems the crossing necessary, then the crossing at Humphrey’s Street and Butler Avenue will be upgraded to meet the current City of Flagstaff Engineering Design Standards.

Project Update:

- On-Call designer has provided a proposal for the scope of work.
- The proposal is under review by City staff, once approved the designer will receive NTP.
- Design is anticipated to be completed by Spring 2024 and construction to begin Summer or Fall of 2024.



Vicinity map for the Butler and O’Leary Crossing & Butler and Humphrey’s Crossing

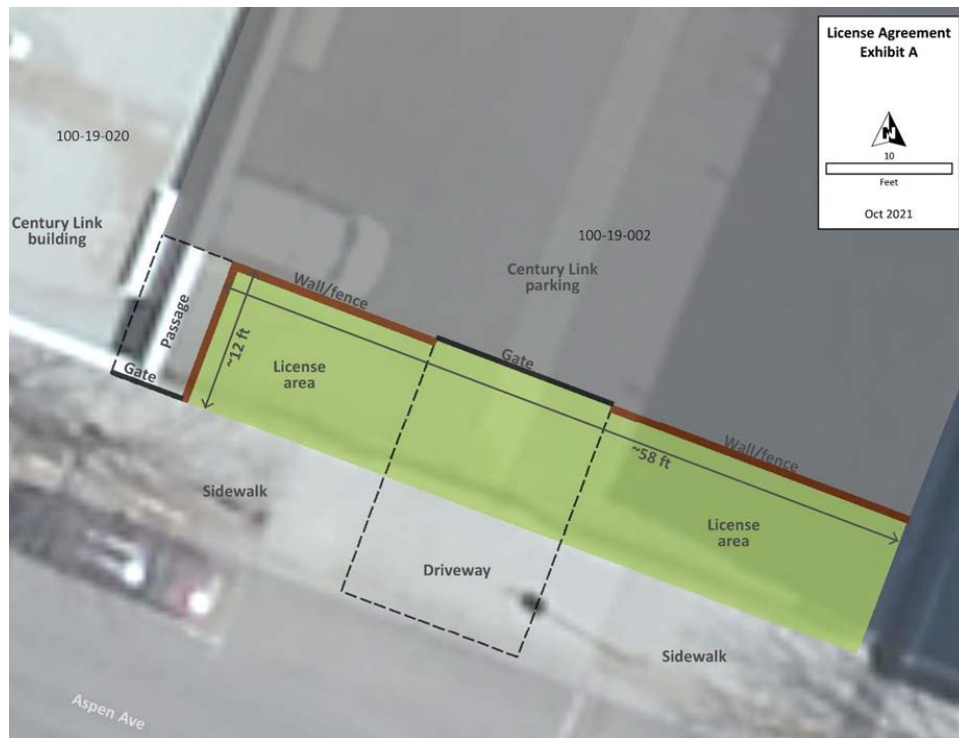
Aspen Ave Bike and Pedestrian Enhancements (PLANNING PHASE)

FUND: BEAUTIFICATION

Description - This project includes the design and construction of an enhanced bike and pedestrian area located on Aspen Avenue along the frontage of the CenturyLink parking lot. This project will incorporate two (2) CenturyLink parking spaces (via a business license agreement) to allow for seating and bike parking along Aspen Avenue. The fencing will be enhanced and pushed back, pavers or decorative concrete will be installed, and the seating and bike racks will also incorporate decorative elements.

Project Update:

- An on-call designer is putting together a cost estimate proposal to optimize budget and limit design expenses in the future.
- In collaboration with BBB, we have met with stakeholders downtown to narrow design options and get community buy-in.
- Design is anticipated to be complete by Fall 2023 and construction to begin in Spring/Summer 2024



Site concept for Aspen Niche

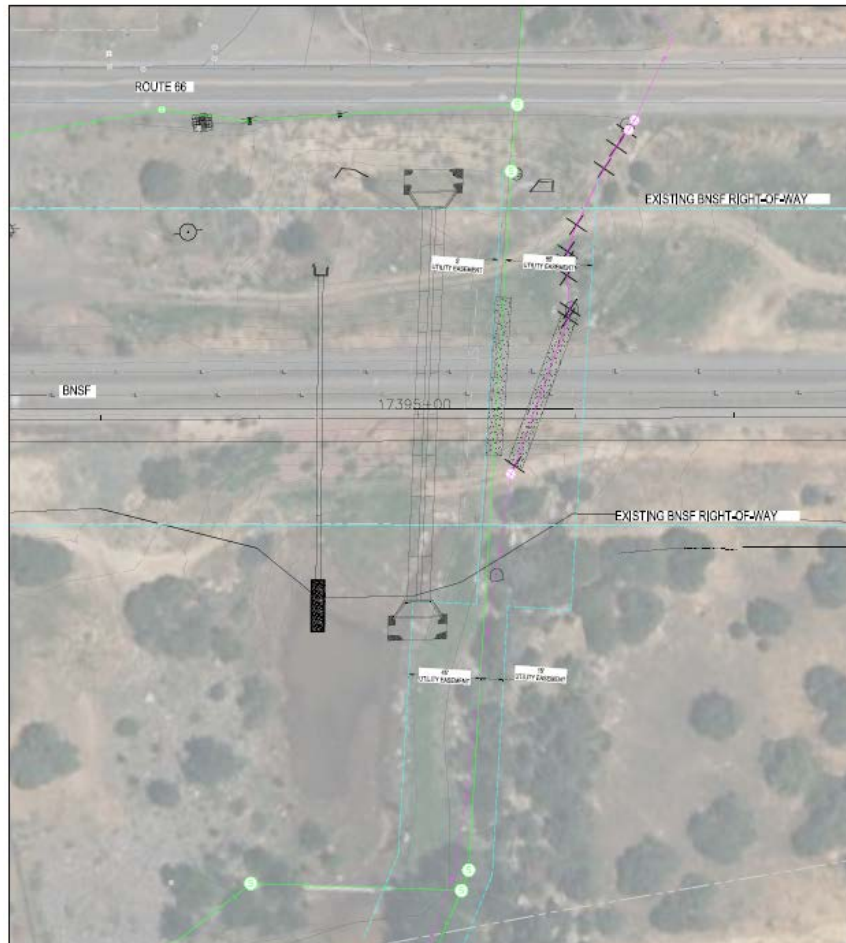
BNSF Utility Relocation (DESIGN PHASE)

FUND: WASTEWATER FUND AND RECLAIMED WATER FUND

Description - BNSF Railroad has requested that the City of Flagstaff relocate a wastewater and reclaimed water line that is conflict with their plans for adding 2 tracks to their rail line. This project is located in east Flagstaff, just south of Route 66 and east of Purina. The Rio de Flag crosses underneath the railroad tracks at this location as well. Stormwater has requested that the stormwater culverts be upsized to match the capacity of the box culverts located to the south underneath the I-40 as the current culverts are undersized and create significant backups during large rain events.

Project Update:

- An on-call designer has begun design on the relocation of the reclaimed and sewer line.
- Designer has also been tasked with determining appropriate upsizing for the stormwater drain.
- Design is anticipated to be complete by May 2024 with construction starting shortly thereafter.
- Agreements and terms need to be negotiated with BNSF to complete construction. Agreements need to be completed prior to the start of construction.



Existing conditions of sewer and reclaimed lines at BNSF RR

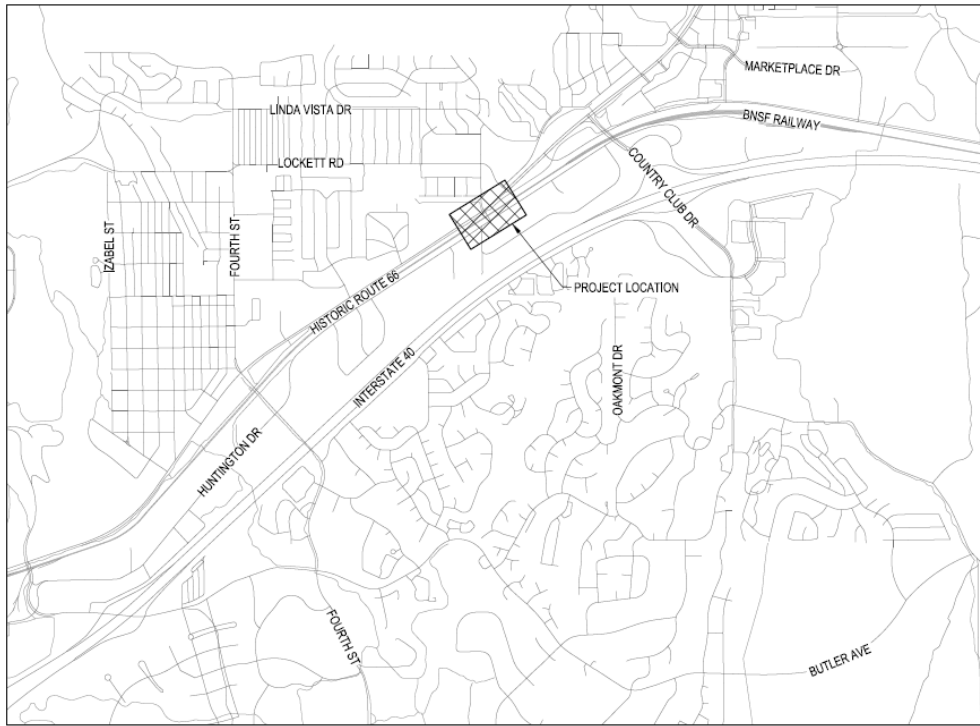
Route 66 & Fanning S. Edge Landscaping (CONSTRUCTION PHASE)

FUND: BEAUTIFICATION

Description - This project will enhance the existing landscape to draw attention to the street frontage and block the view of the industrial area to the south along Route 66 at the intersection of Fanning. The project was designed to incorporate themes from the Route 66 Park located to the northeast of the site. The Route 66 and Fanning S. Edge Landscaping project generally consists of new landscaping elements including native trees, shrubs, and grasses; installation of “FUTS-Style” fencing with U.S. Route 66 signs; installation of berms and basalt boulders to provide screening and increase aesthetics; and installation of reclaimed waterlines for irrigation.

Project Update:

- Construction is anticipated to begin in early June 2023, with a 40-day construction period.



LOCATION MAP
NOT TO SCALE



Vicinity map of Rt 66 & Fanning Landscaping Project

Park Way Sediment Basins: (CONSTRUCTION PHASE)

FUND: Coconino County Flood Control District

Description - The Coconino County Flood Control District (FCD) secured funding from the Natural Resources Conservation Service Emergency Watershed Protection Program for design and installation of three sediment basins just upstream of the Linda Vista Avenue crossing within City limits. The project has been broken into two phases, with the larger lower basin being constructed now and tentative plans to construct the two upper basins in the Fall if funding is available. These basins are intended to capture debris and sediment, thereby reducing the threat of stormwater infrastructure clogging and for downstream impacts from debris and sediment in the Spruce Wash drainage area. These three basins are upstream from the Spruce Wash Drainage Improvements Project that are currently in design. The project is being delivered by the FCD with the City as the client.

Project Update:

- Tree removal and franchise utility relocates have been completed.
- Earth work to construct the first basin is underway.
- Phase 1 of the project will be completed by June 30, 2023.
- A public meeting was held on May 15, 2023 to provide an update to residents on the project.



Earth work starting at Park Way Sediment Basins

Spruce Wash Drainage Improvements Project (DESIGN PHASE)

FUND: Proposition 441

Description- The Spruce Wash Drainage Improvement Project is composed of seven (7) different flood infrastructure projects that will be constructed over the next three years to mitigate flooding from the 2019 Museum Fire in the Spruce Wash area. The seven (7) projects are as listed:

Arroyo Seco Drive Inlet

The inlet at Arroyo Seco Drive captures surface runoff from the Spruce Wash channel as well as subsurface runoff from an existing 60-inch storm drain. The inlet will be reconstructed for the purposes of increasing the inlet capacity to capture more stormwater into the existing 60-inch storm drain. A permanent wall will also be constructed in place of the temporary eco-blocks that will divert excess stormwater into the Killip regional detention basin.

Arroyo Seco Drive to Dortha Avenue Channel

The channel from Arroyo Seco Drive to Dortha Avenue has limited capacity to convey stormwater runoff in its existing condition. The channel will be re-graded and hardened to improve capacity above the existing 60-inch storm drain that runs underneath the channel.

Cedar Avenue Crossing

The Spruce Wash channel will be reconstructed to convey a higher flow rate. The existing box culvert drop inlet will be reconstructed to match the new channel flow line, and the existing box culvert under Cedar Avenue will be evaluated and potentially upsized.

Cedar Avenue to Linda Vista Drive Channel

The channel from Cedar Avenue to Linda Vista Drive is slated to be improved to accommodate additional flow from the Spruce Watershed. The improvements will increase the capacity of the channel and may include channel lining, bank protection, horizontal & vertical realignment, franchise utility relocations and hardscape relocations. The existing channel characteristics vary from upstream to downstream and the proposed channel may include several types of materials and cross section configurations.

Linda Vista Drive Crossing

The existing culvert crossing at Linda Vista Drive just north of Paradise Road does not have adequate capacity to convey the stormwater runoff from the Spruce Watershed. A new box culvert crossing will be constructed to replace the existing corrugated metal pipes and reduce the potential overtopping of Linda Vista Drive. The replacement will require franchise utility relocations as well as City of Flagstaff water and sewer main relocations.

Grandview Drive Reconstruction

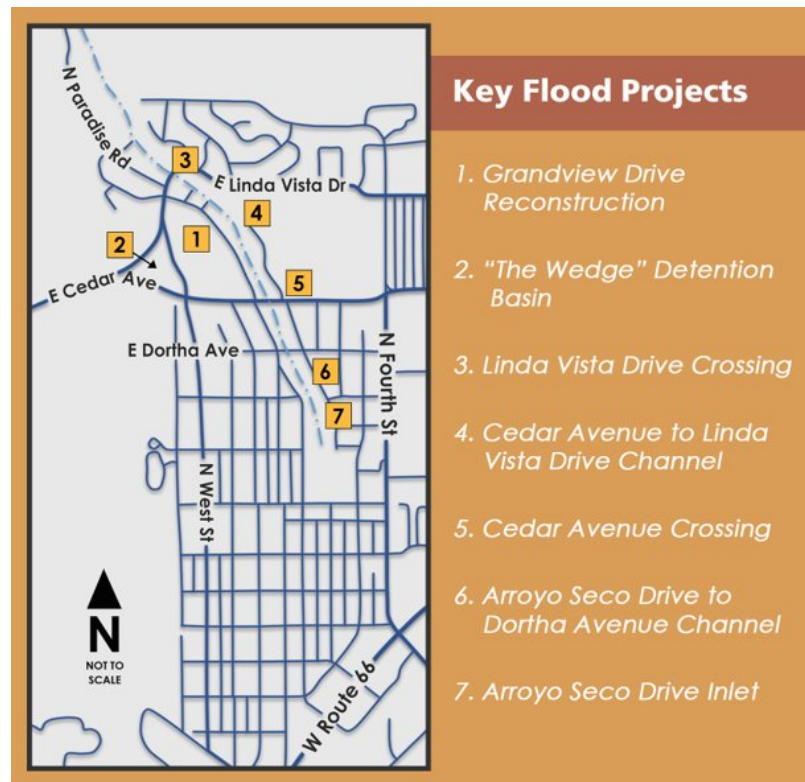
Grandview Drive from Cedar Avenue to Linda Vista Drive will be reconstructed from a crowned street with rolled curb to an inverted crown street with vertical curbs. The adjacent cul-de-sacs will also be reconstructed with new curb, gutter and pavement. New water and sewer infrastructure will replace aging facilities in the areas of street reconstruction.

“The Wedge” Detention Basin

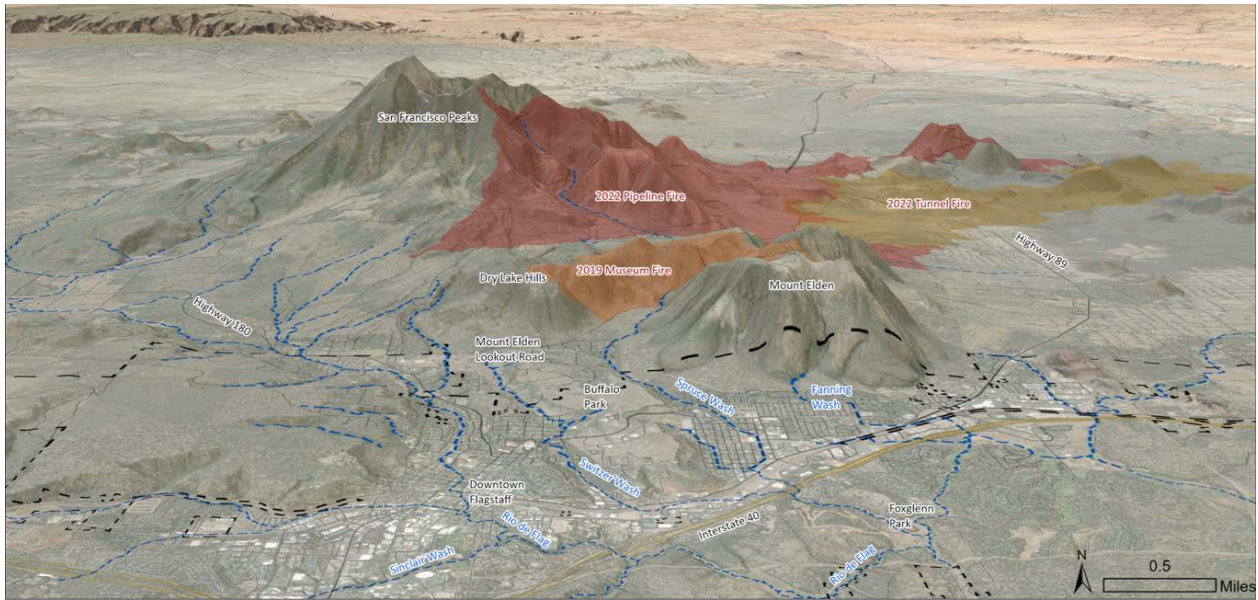
The City of Flagstaff owned ±4.6-acre triangular shaped parcel, “The Wedge”, bounded by West Street, Cedar Avenue and the Linda Vista Drive slip lane is proposed to serve as a detention basin that would receive diverted flows from Spruce Wash.

Project Update:

- Eagle Mountain Construction was selected as the Construction Manager at Risk (CMAR) for the suite of projects.
- Four design firms were obtained through the City’s Engineering On-call Contacts for design of the projects.
- Geotechnical and Survey services to support design of the suite of projects is anticipated to be complete in May.
- Projects are in the early stages of design where existing information and conditions are being gathered to help in determining the design parameters.
- The first of multiple Guaranteed Maximum Prices (GMP) for the utilities portion of the Grandview project is anticipated to be presented for Council consideration at the July 3rd Council Meeting with the goal to begin construction on the Grandview utilities following the 2023 monsoon season.
- A public meeting was held on May 15, 2023 to provide an update to residents on the project.



Vicinity Map for Spruce Wash Drainage Improvement Projects



Overall Burn Map, 2019 Museum Fire shown in orange is the area that affects the Spruce Wash corridor

Killip School Regional Detention Basins Inlet (DESIGN PHASE)

FUND: Environmental Infrastructure Grant and Stormwater Capital Improvement Account

Description- The purpose of this project is to construct an inlet structure to the Killip School Regional Detention Basins to help mitigate post-fire floods in the Sunnyside neighborhood. The 2019 Museum Fire burned approximately 2000 acres of steep slopes immediately upstream of the City of Flagstaff and in 2021 there were four flood events due to post-fire conditions within the burn scar. The City began construction of two regional detention basins in late 2021 on the Killip School property to help mitigate flooding. This project is to connect the basins to the existing stormwater conveyance to provide a controlled flood flow into the detention basins.

Project Update:

- Projects are in the early stages of design where existing information and conditions are being gathered to help in determining the design parameters.

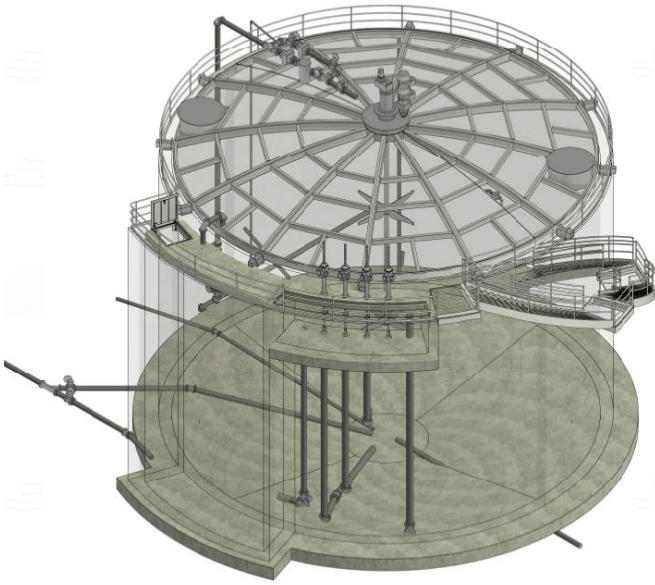
Wildcat Hill Wastewater Reclamation Plant (WHWWRP) Digester Complex (DESIGN PHASE)

FUND: Water Services – Wastewater

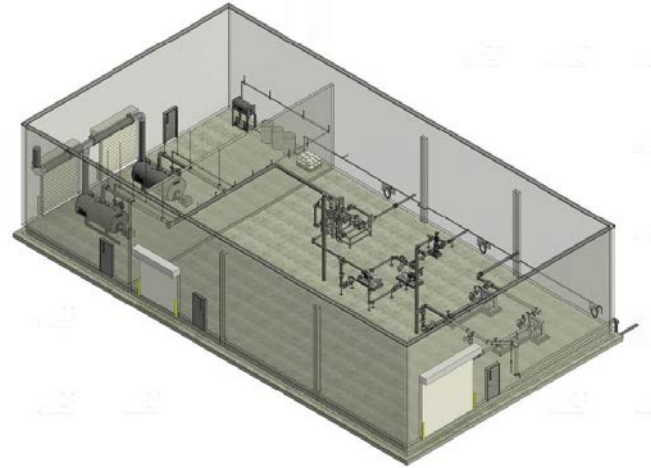
Description – Project includes the design and construction of one 60-ft concrete anaerobic digesters with a digester control building and gas handling system. The digester control building will include new boilers, heat exchangers, digested sludge pumps, and other appurtenances to support the increased capacity of the new digester facilities. The Wildcat Hill Wastewater Reclamation Plant treats residual solids from both the Rio De Flag and Wildcat facilities. The new digester will increase solids treatment train capacity to accommodate the solids produced from the treatment at both facilities.

Project Update:

- 30% plans have been delivered to Staff and are under review.
- Staff and Carollo Engineers (design consultant) will bring the 30% plans to the Water Commission for presentation and review on June 15th.
- Plans are to be complete in late 2023, with construction starting in the Summer of 2024.



Rendering of new anaerobic digester



Rendering of new control building

Private Development Projects

DEVELOPMENT ENGINEERING SECTION

Private development projects continue to be submitted to the Inter Division Staff (IDS) for review. Development Engineering staff are coordinating with IDS team members to ensure all aspects of subdivisions and site plans comply with the applicable codes.

Development Engineering staff are also evaluating a number of proposed revisions to the current Engineering Standards which will require approval from City Council later this year.

Projects In Civil Plan Review –

- One (1) Subdivision Engineering Plan Review
- Eight (8) Site Plan Engineering Plan Reviews

Projects In Construction or Permitting –

- Twelve (12) Subdivisions in Construction or awaiting permits
- Thirteen (13) Site Plan Projects in Construction or awaiting permits

Aries at Timber Sky **3501 W Route 66**
Water and sewer almost complete with testing in progress, anticipate curb and gutter to start soon.

Aura Apartments of Flagstaff **151 W High Country Trl**
Mass grading work continues. First few building footers are being poured.

Canyon Del Rio Parcel I **3200 E Butler Ave**
Site grading and utility work continues.

Canyon Del Rio Parcel G **3200 E Butler Ave**
Submitted for Rough Grading Certificate, planning to begin pouring asphalt soon.

Canyon Del Rio Spine Infrastructure **3200 E Butler Ave**
Some median and driveway revisions have been approved due to subdivision block modifications.
Large portion of spine infrastructure utilities and paving complete.

DCS and Mygrant Glass **2163 N Vickey St**
DCS complete. Mygrant Glass, who shares the parcel, is continuing to construct the remaining frontage improvements along with infrastructure to convey stormwater from Vickey Street to the I-40 culvert.

Estates at Pine Canyon-Pine Run Public Improvements **2811 E Byrds View Dr**
The bulk of the public improvements are complete, with work continuing on the private infrastructure.

Flagstaff Liquors **1700 E Route 66**
Structure is complete. Grading is complete. Asphalt and concrete are being poured. Certificate of occupancy router to be requested within the next week to week and a half.

Flagstaff Towne Place Suites **2000 E Route 66**
Grading work continues.

- Ghost Tree at Pine Canyon** **3201 S Clubhouse Cir**
All Engineering Permits have been issued. Grading has begun.
- Hyatt Place Hotel** **397 S Malpais Ln**
Hotel is nearly complete. Sidewalk, driveway and parking lot paving remain.
- Juniper Point** **2000 E John Wesley Powell Blvd**
Building permits have been issued. Some significant damages to public infrastructure have been identified and staff is working with the developer to resolve.
- Lofts on the Mesa** **1571 N Pine Cliff Dr**
Phase 1 has ADEQ approvals and building permits have been issued. Phase 2 sewer is complete and trenching for water has begun.
- Miramonte at Birch Public Improvements** **304 E Birch Ave**
Grading and retaining work continues. Recent conversations with Miramonte indicate more movement to come soon.
- Miramonte at Butler** **207 S Beaver St**
Construction of the new alley will be starting shortly, and ped underpass will be removed from the right-of-way when the outside of the building is complete (anticipate by June).
- Miramonte at Ponderosa Parkway** **1650 E Ponderosa Pkwy**
Both Phase 1 buildings are now occupied. Building 3 in Phase 2 should be finalized by 05/05, and a router for Building 4 was started on 05/01.
- Mission Linen Entrance** **2450 E Huntington Dr**
Public Improvement and Grading Permits have been issued. Construction expected to begin in June.
- Park Place** **240 W Saunders Dr**
Parking garage is nearly complete. Framing on the east building is scheduled to begin next week.
- Presidio Tract M** **2950 W Presidio Dr**
Working towards final grading certificate and acceptance of public improvements.
- Rio Homes Unit 4** **1221 E Emma Dr**
Some buildings are nearing COO status. Some public infrastructure work and inspections continue.
- Timber Sky Phase II** **3425 W Route 66**
Water and sewer testing almost done, work is progressing on the public storm system.
- Villas on Lake Mary** **4000 S Lake Mary Rd**
Onsite public water is approximately 70% complete, anticipate starting sewer in Mohawk soon, while building construction on site progresses.
- Wildcat Industrial Park** **3501 S Woody Mountain Rd**
All Engineering Permits have been issued. Some trenching has occurred, but work is slow.

Woodshire on Butler

6500 E Route 66

Public improvements are approximately 85% complete for both phases, awaiting ADEQ Approval of Construction and Discharge Authorization, with the developer anticipating occupancy of the first two pods of Phase 1 in July.

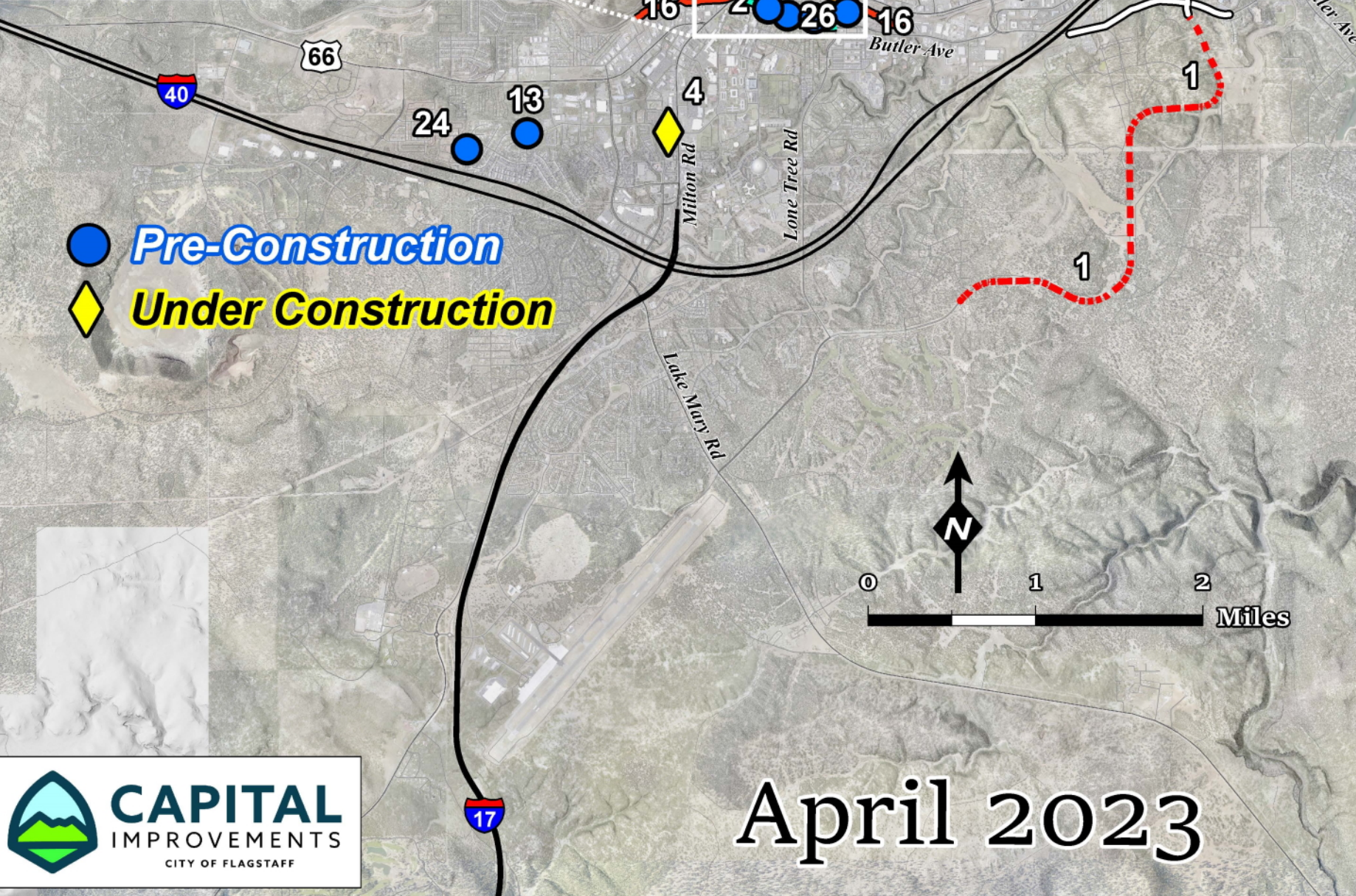
Highlighted Private Development Project – Elkwood Multi-Family Housing

This is a mixed-use apartment project on 13.6 acres at the northeast corner of Butler Ave. and Fourth St. consisting of 224 units and 6,000 square feet of commercial space. The final civil plan submittal is currently under review. Site clearing and grading has begun under an at-risk grading permit. There are right-of-way and floodplain dedications associated with the project, along with cash-in-lieu contributions for the upcoming Butler and Fourth Capital Improvements project.



Elkwood Multi-Family Housing Site Plan

Capital Improvements Projects



● **Pre-Construction**
 ◆ **Under Construction**

No.	Status	Project Name
1	●	J.W. Powell Specific Plan Study
2	●	Protected Intersections at Butler/Beaver and Butler/San Francisco
3	◆	Inner Basin Waterline Project
4	◆	Beulah Boulevard Extension / University Drive Realignment
5	◆	Coconino Estates Improvements Phase II
6	◆	Cherry House Demo
7	●	Mountain Line Downtown Connection Center
8	◆	Coconino Estates Improvements Phase I
9	●	Lockett/Fourth Roundabout
10	●	Lone Tree Overpass Project
11	◆	Library Entrance
12	◆	Solier Transmission Line
13	●	Boulder Pointe - University Avenue Traffic Calming
14	●	Switzer Canyon Transmission Main Phase IV
15	◆	Route 66 at Fanning - Landscaping
16	●	Rio de Flag Flood Control Project
17	●	Steves Boulevard Wash at Soliere
18	●	Wildcat Hill Wastewater Treatment Plant (WHWTP) Digester Complex
19	●	Butler-Fourth Improvements
20		ATMP (Citywide) See website: www.flagstaff.az.gov/atmp
21	●	Spruce Wash Drainage Improvements
22	◆	Park Basins
23	●	Downtown Mile Safety and Connectivity Improvement Project
24	●	Woody Way
25	◆	Protected Bike Lane Pilot Projects (Butler Ave. & Beaver St.)
26	●	Bulter and O'Leary Pedestrian Crossing
27	●	Aspen Avenue Bike and Pedestrian Enhancements
28	●	BNSF Utility Relocation



April 2023

Economic Vitality Division

Enhancing Quality of Life 365 Days a Year

AIRPORT • COMMUNITY INVESTMENT

LIBRARY • TOURISM

APRIL 2023 Highlights



AIRPORT

AIRPORT RESCUE FIRE FIGHTING (ARFF): ARFF crews attended Zoll Monitor (for EMS calls) training and attended military jet (F16/F35) familiarization training at Luke Airforce Base. Flagstaff Airport saw C-17 operations (twice) during the month of April.

AIRPORT CAPITAL IMPROVEMENT PROJECTS:

- Design efforts for the Snow Removal Equipment Building are continuing and staff is meeting with the FAA regularly to discuss the project schedule and funding.
- The Drainage Master Plan Update is ongoing, and airport and public works staff continue to work with the design consultant to identify future projects and determine their effects on drainage at the airport.



AIRPORT MARKETING:

The airport continues to run targeted digital ads to visitors and residents in Verde Valley, Prescott, Phoenix, and Flagstaff. Local ads are also running in Arizona Daily Sun and on four NAIPTA busses. [April issue of FLG In – Flight](#), the airport’s monthly newsletter.

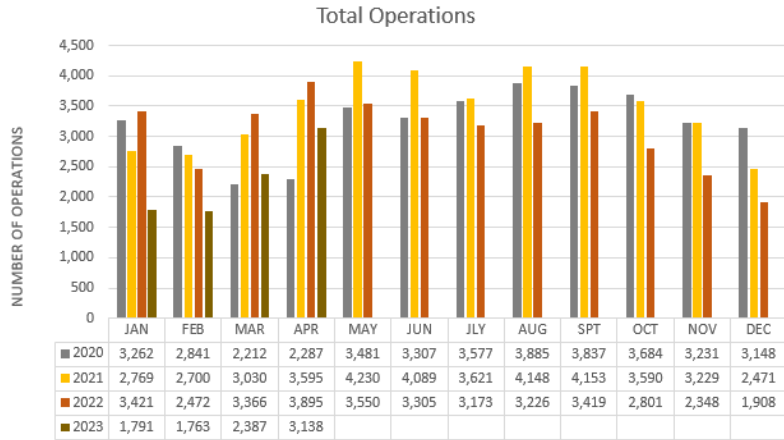
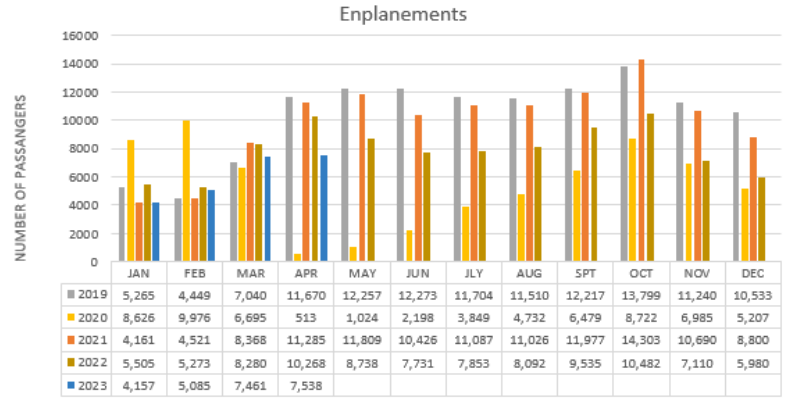
CARES ACT PROJECT UPDATES: Design efforts for the Airport Terminal Fire Sprinkler replacement are ongoing with final design expected soon. Construction is expected to start this summer and will last for several months. Several additional maintenance projects are expected to start this winter and construction notices will be posted to that Airport website, flyflagstaffaz.com, as work progresses.

AIRPORT PAID PARKING SYSTEM: The new Terminal Lot entry and exit lanes were constructed in April and are being prepared for the upcoming installation of the new parking equipment. Staff is coordinating with several contractors and service providers who will be critical to the operation of the system.



IN THE NEWS: The Arizona Daily Sun did a [feature piece](#) on Barney Helmick, Airport Director, and the airport prior to his retirement.

ENPLANEMENTS AND TOTAL OPERATIONS:



BEAUTIFICATION AND ARTS & SCIENCE:

COMPLETED PROJECTS:

COURTHOUSE, *AMONG TREES*, QR ORAL POETRY PROJECT: The QR code is now beautifully mounted on the plaque. We invite all to go listen to the artist, Marie Jones, talk about the artwork inspiration, land to Dave McIntire and Rose Toehe recite poetry, all while basking in the presence of the artwork.



HISTORIC ROUTE 66 TRAIL: Three more malapai stone monument signs have been completed. All locations are on the north side of Route 66. Going east to west, the first is at the Eastern City limits (shown in pic in a lovely field with view of the peaks), the second by Flagstaff Mall and the 3rd at the junction with Hwy 89. All are part of a masterplan for Route 66.



ONGOING PROJECTS:

Airport, Coconino Scroll:

Fabricator finished the sandblasting (which evens out the rusting process) and applied patina accelerant to the fence sections; and the artist team assembled the glass pieces. Staff met with artist, fabrication, and installation team to review installation details of fence. Afterwards, the fence was packed up and trekked by truck from Eugene, Oregon to Flagstaff. Shout out to Artisan Metals (local installer), Matt Burney (fabricator), and Pete Goldlust (artist) for their outstanding team work on the installation. This portion of the project is complete. Staff met with concrete specialist and City team for a redo of the new 21" medallions and a plan are in place.



Aspen (Niche) Bicycle and Pedestrian Enhancements: Staff approved Loven's pre-construction conceptual estimating schedule and embarked on design elements.

Aspen Avenue Library Entry (*Touch Home, Reach Sky Art*) + Temporary Project: Progress continues the temporary project production by the community through Threaded Together. We now have 100 give-away-bookmarks made for the opening. More tweaking on the sculpture alignments around the porch. They are level and secure at the base. Library entry may be open by May 22nd, but full opening and ceremony look to be delayed until mid-June.



Downtown Connection Center: Staff met with artist team re design work needed for relocation of sculpture and sent them the executed fabrication/installation contract.

Downtown Mile: Staff invited vested community members to a focus group for the rail bridge design with City consultant.

Flowers and Enhanced Landscaping: The blue spruces have some flower companions in the downtown planters! Staff met with Foxglove Gardening to inventory 2023 supplies and determine annual supply order, including new liners for the hanging baskets in anticipation the summer season. Also finalized spruce tree removal timeline and overall design aesthetic of hanging baskets and planters with Foxglove. Staff communicated tree removal plan and tree count to Public Works, PROSE, and Facilities. Note: Public Works will be planting the spruce trees at CORE Services. Parking permit for the tree removal work squared away with Park Flag. Thus, we are a go for the transition to summer planting! The procurement of the planter fabrication vendor was completed: the selection panelists submitted scores, the winning vendor was notified, and the contract is in the signature loop. Until these new planters are complete, the large planters will temporarily close the alley. Working on some temporary signage with Discover Flagstaff to let pedestrians know they can use the alley.



Phone Booth Little Library: Staff gave Loven Contracting notice to proceed to establish a condition of title for the property line for railroad. This information will inform the revised schedule and scope of project.

Southside/Murdoch Park 3D Artwork: Staff launched the call and initiated outreach. Deadline for applications is May 23rd.

Switzer Canyon Roundabout: Staff compiled the results of Community Forum survey which closed on April 14th. About 100 responses received. Staff sent out exercise for focus group participants to prepare for May 16th meeting.

Traffic Signal Cabinets Phase 3: Staff presented to BPAC the recommended proposals for the remaining three locations in Phase 3. BPAC approved **Joel Geist at Foxglenn & Butler** (pic to the right) with an alternate, **Jolene Rohrbacker**; **Sean Tierney at Beulah & Forest Meadows** with a first alternate, **Chiara Skabelund** and a second alternate, **Chelsie Begoody**; and **Jury Judge at Beulah & McConnell (Lumberjack)** location with alternate, **Lani Kai Weis**. Congratulations to the awarded artists and heartfelt thank you to the selection panels for their hard work and dedication! Staff met with two artists to discuss selection panel and BPAC feedback on their proposals; and staff sent instruction packages with measurement templates to Artists for (5) traffic cabinet locations to initiate high-res vector file production of the artwork to send to the vendor for printing and production of art wraps.



PROGRAMS & OUTREACH

Art Collections Software and Public Art Archive: Software contract with Weststaff executed and notice to proceed given.

ARTx Festival: Staff shared invite to staff and BPAC for keynote speaker event (May 25th) and initiated prepping give away educational and outreach materials for BAS table at event on Saturday of Memorial Weekend.

Beautification and Public Art Commission (BPAC): At meeting on April 10th, BPAC approved proposals for 3rd phase of Traffic Signal Cabinets, reviewed and approved some BIA applicants, and approved 5 yr. budget plan for the Beautification and Arts & Sciences funds. Staff is joining in with the City Clerk's office to actively recruit for three openings on the Commission this May and June. Once current Commissioner has applied for a second term. Two of the Commissioners will stay on until Council appoints a new Commissioners.

Beautification in Action Grants: Staff revised compiled applications for BPAC meeting to include last-minute additions from applicants and previous applications with provisional approval (Downtown Business Alliance); met with Sunnyside Neighborhood Association Executive Director to discuss legal issues regarding their grant application; and continued to field applicant inquiries regarding virtual and in-person presentation materials. Seven applicants presented to BPAC. Six were approved, two with provisionally pending images, and two contingently upon provided outstanding information. Staff fielded post-presentation inquiries from applicants; sent out emails to grant applicants communicating approval, contingent/provisional approval, and next steps; and revised BIA application spreadsheet. Staff met with the Dale Utility Box applicant to discuss potential artists for their project as well as potential additional expenses; researched and provided recommendations to the Boys & Girls Club of Flagstaff for artistic bike racks; fielded post-presentation inquiries from spring 2023 applicants who received contingent and provisional approval as well as previous grantees (Southside Community Association & Killip Elementary School); and checked in with fall 2022 grantees for project status. Held further meeting to discuss GoFundMe plan for the *African Americans in Flagstaff Mural*.

Outreach: Staff sent Albuquerque Int'l Balloon Museum Temporary Public Art - Call for Concept Proposals to Creative Flagstaff and BAS artist listserv. Regional work is key to strengthen local artists for City opportunities. Staff determined five downtown public art pieces to send to ListenUp and finalized artwork descriptions in preparation for review by BAS team. Staff attended GIS training to improve community outreach on all projects. Social media announcements of the newly installed QR code on the *Among Trees* artwork plaque at the Courthouse posted on City FB page. For the Southside/Murdoch Park 3D Art, the Call-to-Artists is currently on City of Flagstaff website and staff distributed to several artist organizations channels, Creative Flagstaff, BPAC and City of Flagstaff PROSE and Sustainability Departments and on City social media sites. Printed ½ sheet flyers to be distributed among community coffee shops and art galleries in the Downtown, Southside, and Sunnyside. Two submissions have been received to date.



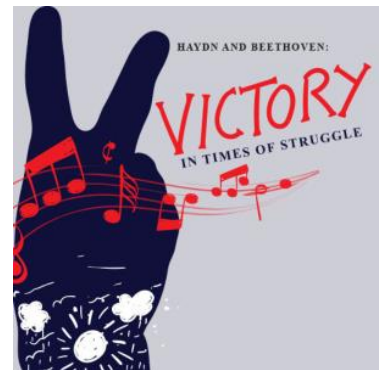
Photography: Contract fully executed and notice to provide given to photograph *Among Trees* at the Courthouse.

Viola Awards: Volunteerism, A Pathway to Peace, a mural created with a BIA grant was awarded a Viola for Excellence in Collaboration. Congratulations to the artist Lindsey DeStefano, the Rotary Club, and hey, our program!

HIGHLIGHTED EVENTS IN APRIL BY A NONPROFITS SUPPORTED BY BBB TAX FUNDS

Flagstaff Symphony Orchestra Season finale - Haydn and Beethoven: Victory in Times of Struggle on April 14th.

A larger-than-life choral sound when NAU Shrine of the Ages, directed by Timothy Westerhaus, joined the FSO to perform Franz Joseph Haydn’s hopeful *Missa in Angustiis* (Mass in Troubled Times), also known as the “Lord Nelson” mass. In the same spirit of victory, the orchestra presented Beethoven’s “Eroica” Symphony, a twisting journey of tension, beauty and uncertainty that arrives at one of the great victorious resolutions in the classical repertoire.



Downtown Business Alliance Presents: The Golden West Pops Band

Enjoyed a Free, Family-Friendly concert in Heritage Square (Presented by the Downtown Business Alliance)

The Golden West Pops has been playing as a group since September 2003. They perform mostly “Pops” band music with a wide variety of styles and venues. Anything from Ragtime to Rock with some show tunes, patriotic music and Show classics thrown in. GW Pops is comprised of approximately 40 volunteer musicians from across Southern California. While their occupations and musical experiences vary, they all have a serious interest in providing a high quality performance for their audience!



Museum of Northern Arizona Exhibition

Designed to Move

“Designed to Move: Seeds That Float, Fly or Hitchhike” featured work by photographer Taylor James, introducing viewers to a surprising, up-close look at the beauty and functional diversity of desert seed designs. James’ photographs illustrate the ingenious design of desert seeds that employ different methods for dispersal and propagation. They can float in the air and water, fly far from their mother plant and hitchhike on the fur of animals. The exhibition was organized by the Biomimicry Center at Arizona State University in collaboration with Desert Botanical Garden, ASU’s Herbarium and ASU’s Design School. At MNA the exhibit also features items from the museum collection highlighting the ethnobotanical uses and cultural importance of these plants.



PARKFLAG:

Program Updates

Maintenance:

Spring is finally here. As a part of our annual spring cleaning, we began performing maintenance on all parking kiosks in the downtown parking district. The kiosks have been logged in a newly implemented *Cleaning and Maintenance Log*. Individual kiosks have been divided amongst and assigned to Parking Aides. Team members will spend the next several weeks deep cleaning parking kiosks removing grime and graffiti from the outsides of the machines as well as a good amount of cinder dust and cobwebs from the internal parts and pieces. This includes the continued efforts to pull, refurbish and replace card readers and printers where needed. We hope to complete this process by the end of May to help provide parking experience possible.



Team members also worked diligently to remove, repair, and replace signs downed during snow removal operations.

Training:

All Park Flag Team members completed some type of training during the month of April, including:

- CEASE Training
- Distracted Driver Training
- Perform Evaluation Changes Training

Recruitment:

ParkFlag made an initial offer to a potential Parking Aide candidate, and he accepted. Our candidate is currently moving through the extensive hiring process.

Community Updates:

- **Southside Neighborhood:** Myself and our Lead Parking Aide Heather Frantz attended a Neighborhood Partnership Coalition Meeting at the Murdoc during the month of April. We presented a quick update on the parking program discussed current parking issues residents see in the Southside. We will meet again in May to walk the neighborhood and further discuss the needs of the residents.
- **FDBA:** ParkFlag attended the regular monthly Flagstaff Downtown Business Alliance Stakeholder Meeting, where we were able to answer questions from downtown business owners and managers.

Parking Statistics

- **Parking Hours:** During the month of April patrons parked for 91,831 hours during paid parking operating times, up 12,185 hours over March. (March numbers were stated incorrectly in my previous monthly report, they should have read 79,646 not 37,658.)
- **April Revenues:** Permit sales were also up by 7% over the month of March, from \$4,698 to \$5,602.



BUSINESS ATTRACTION:

Attraction Efforts:

Over the last month City staff has worked towards attracting several promising new companies within our targeted sectors and the retail market:

Advanced Battery Manufacturer: This business manufactures sustainable batteries that are designed to power new electric vehicles. The company in question is initially looking for 50,000 Sqft. to expand their business into the United States. This company would create up to 50 new jobs. No official decisions have been made at this time, but staff continues to meet and work with this company to help them Choose Flagstaff.

Various Retail Businesses: Staff met with brokers from the valley this month who expressed significant interest in Flagstaff. These brokers believe they have several clients that are jumping at the bit to enter our Flagstaff market. Several of these concepts focus on new retail, restaurant, and grocer options that the residents of Flagstaff will be able to enjoy. More to come on this!

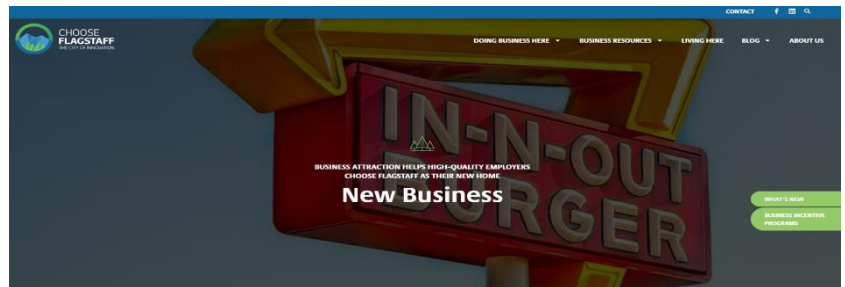
Arizona Association for Economic Development (AAED):

- City staff recently attended AAED's spring conference during April 26th- 28th. The conference was well attended by practitioners and business leaders throughout all of Arizona. The conference had several intriguing sessions, focusing on new and innovative ideas that can be brought back to our community.
- **Creag Znetko**, Administrative Specialist, was awarded his **Arizona Economic Development Professional** status during this conference! This is an outstanding achievement! **All members of the City's economic development team are now certified at the state level.** Congratulations Creag!
- Additionally, **Jack Fitchett**, Business Attraction Manager, was named to the **AAED Association's Board of Directors**, becoming the youngest board member ever elected.



Choose Flagstaff & Business One Stop Shop Websites:

- The Choose Flagstaff website has undergone a massive overhaul and the upgraded website recently launched. The Economic Development Team is hoping to receive feedback from various partners as we fine tune this website for our users. Please take a moment to look at the refreshed website at: [Doing Business Here | Choose Flagstaff](#)



- Staff continues to work to create the Business One Stop Shop (BOSS) system that is being designed to help business owners and developers navigate the City's planning process. The website's goal will be to provide information and tools in a way to ease the overall development process, whether you are first time business owner or seasoned developer. Staff hopes that this website's official launch will occur before the end of May.

Other Economic Development Highlights:

- Staff has issued a Request for Statement of Qualifications (RSOQ) for a new economic development strategic plan. The application deadline closes on May 11th and staff will then work to select the most qualified firm to assist with the completion of this important document. The goal of the strategic plan will be to help guide staff's efforts for the next 3-5 years and identify new opportunities and solutions to current challenges that Flagstaff is facing.
- Our partners in the Community Development division have released the newest version of their Development Status Report (**February 2023**). This comprehensive list of ongoing/planned development can be found here: [Copy of Development Status Report February 2023.xlsx \(az.gov\)](#)

BUSINESS RETENTION & EXPANSION:

MARKETING:

FLAGSTAFF BUSINESS NEWS: Community Investment staff delivered content to the Flagstaff Business News to announce and celebrate Economic Development Week 2023. The article provided a brief overview of activities that may be observed or practiced that contribute to economic development efforts.



ARIZONA DAILY SUN: Community Staff contributed to the Arizona Daily Sun 's Annual Progress Report for the Economic Development Update 2023. Partnering with Discover Flagstaff and Water Services, city staff provided a broad and comprehensive update.



PROJECT UPDATES:

SMALL BUSINESS RELIEF FUNDS: Community Investment Staff worked with other City offices to deliver a program to support existing businesses by way of the American Rescue Plan Act (ARPA) funds.

- Staff continues to manage the distribution of the funds to local businesses which includes a growing number of contract amendments as conditions have been dynamic.

INNOVATE WASTE: THE CARBON NEUTRALITY CHALLENGE (IW: TCNC): BR&E staff coordinated final pushes to market the opportunity which produced four applicants.

- The window to receive applications remained open until April 28 which proved to be a smart move as applications were received right up to that date.
- The event will occur May 5th and 6th at the NACET Campus.
- For more information, please go to <https://www.chooseflagstaff.com/innovatewaste>

S.T.E.M. CITY FLAGSTAFF: BR&E staff helped deliver the 10th Annual STEM Celebration.

- The STEM Celebration occurred at Coconino County's Fort Tuthill for the second year in a row.
- Over 2,500 community members and visitors participated making it a great success.
- The weather couldn't have been better. Blue bird day, not a cloud in the sky!



- A big shout out to the City of Flagstaff Fire Department and Public Works Office that participated giving attendees a chance to get up close to those big rigs!



PROGRAM UPDATES:

ECONOMIC DEVELOPMENT INCENTIVES: Staff has been working with the Attorney’s Office to bring proposed changes to City Council. After a few years of implementing the incentives, staff is preparing to make modifications to streamline and enhance the programs.



LIBRARY | CITY & COUNTY

APRIL 2023 LIBRARY STATS:

Flagstaff

		Apr-23	Apr-22	Difference
Circulation	Downtown	23387	20781	12.54%
	East Flagstaff	10078	8952	12.58%
	TOTAL	33465	29733	12.55%
Value of Loaned Materials	Downtown	\$387,386.89	\$370,745.85	4.49%
	East Flagstaff	\$191,655.87	\$152,129.86	25.98%
	TOTAL	579042.76	\$522,875.71	10.74%
In-House Use	Downtown	17779	18450	-3.64%
	East Flagstaff	6362	5628	13.04%
	TOTAL	24141	24078	0.26%
Door Count	Downtown	17597	14146	24.40%
	East Flagstaff	14373	7921	81.45%
	TOTAL	31970	22067	44.88%
Wi-Fi Use	Downtown	2962	1884	57.22%
	East Flagstaff	1860	1100	69.09%
	TOTAL	4822	2984	61.60%
Public Computer Use	Downtown	2134	1671	27.71%
	East Flagstaff	2328	927	151.13%
	TOTAL	4462	2598	71.75%
Number of Programs	Downtown	88	32	175.00%
	East Flagstaff	15	6	150.00%

	TOTAL	103	38	171.05%
Program Attendance	Downtown	1517	554	173.83%
	East Flagstaff	292	43	579.07%
	TOTAL	1809	597	203.02%
Reference Help	Downtown	3362	2805	19.86%
	East Flagstaff	1253	1404	-10.75%
	TOTAL	4615	4209	9.65%

Branch & Department Updates:

FCCCPL

Admin:

- In celebration of National Library Week, Mayor Daggett read a proclamation for National Library Week at the April 11 Flagstaff City Council Meeting.
- Library Workers' Appreciation Day was celebrated at all libraries on April 25th.

Circulation:

- Library staff has deleted all "lost item processing fees" and are no longer charging them to patron's accounts.

CMS:

- Amelia Mason and Lauren Clementino put on a Title Source 360 Training for staff on April 6th.

IT:

- The new Downtown copier was installed!
- The self-check machines were upgraded to allow for email or email and print receipts.
- The website project is moving forward into usability testing.

Reference:

- **JOB FAIR:** The Downtown Library hosted a City of Flagstaff Job Fair on Friday, April 14th. Four workshops were led by Human Resources and Library staff. One-on-one appointments for resume and cover letter help and mock interviews were conducted, and eight City departments attended to advertise their vacancies and answer questions about their departments. Feedback from attendees included, "as a college student and never having had a job or built a resume, this gave me great insight" and "[without this program] I would not have been inspired to look for full time support."
- **CRAFT NIGHT:** The Downtown Library hosted an adult craft night to create decoupaged frames on April 27th. See the photos below of the beautiful frames created by participants!





EARTH DAY: Staff from Reference and Youth Services attended the Earth Day Celebration in Bushmaster Park. Attendees were excited to explore the PALSmobile and stopped by the Reference table to create black out poetry collage!



Youth Services

- Youth Services had a full month of programming in April between story times, Lego Club, Game Time, Creation Station, and Bards & Nobles. Staff has been ramping up group visits in preparation for SRC with around 90 students and educators visiting the library in April.
- The PALSmobile visited Ahoy to Health on April 29th.

EFCL

- East Flagstaff Teen Artist in Residence started on April 25.
- Volunteers have donated about 100 hours this month. Some teen volunteer superstars are helping with facing books and cleaning the kid's room!
- Family Storytime attendance has been stellar averaging about 25 participants each week!
- EFCL Staff received a patron comment giving "a special THANK YOU to whoever curates the Nintendo Switch collection, it's awesome!"



- Panelists spoke about Flagstaff's LGBT+ History at the first collaboration program between the Commission on Diversity Awareness and Pride in Your Community.



- An EFCL Teen Party with activities and pizza drew 33 attendees. The activities included games, temporary tattoos, and a station for making crafts.



County Branches:

Forest Lakes

- CPR/First Aid certification classes for community members will be offered on May 20 and 21.
- After school reading help has started up.
- New shelving was added to expand the collection.



TOURISM & VISITOR SERVICES

TOURISM METRICS: APRIL 2023

For April 2023 the city's traditional accommodations experienced lower demand than the year prior for the same month. The non-traditional accommodations have grown since same time last year and could be partly responsible. Additionally, last year was the highest in recorded history for flagstaff and is a tough OCC/ADR number to beat and what we are hearing from some of our hoteliers.

We are also hearing that the surcharges being placed on other amenities enjoyed during a visitor's stay are starting to create some issues as 'the cost of doing business' is getting harder on all partners.

With that said, April came a significant amount of marketing and planning at Discover Flagstaff – with the planning and programmatic work around three VAI Grants and the one ARPA Grant designated for Tourism-related businesses in Flagstaff; programming around festivals, foodie scene, trails passport, dark skies/astronomy, responsible visitation, fire awareness, etc.

Following is a snapshot of the metrics for April 2023:

April	2022	2023	Diff
OCC	78.5%	72.4%	-7.8%
ADR	\$125.19	\$121.22	-3.2%
RevPAR	\$98.23	\$87.73	-10.7%

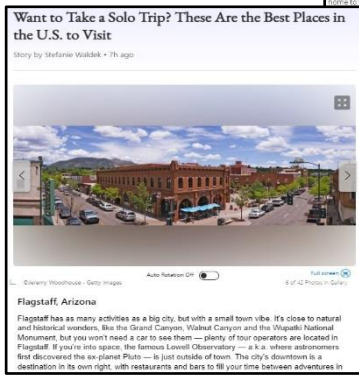
MARKETING & MEDIA RELATIONS:

16 print articles, 150 digital articles, 8 procured stories, and 7 media assists

MEDIA RELATIONS:

- April media covered nature, outdoors, road trips, breweries, dining, Arizona Snowbowl’s season ending late-May, and Astro tourism. The extreme snowmelt caused flooding throughout northern Arizona with hundreds of media mentions about Flagstaff. This media coverage is not included in the media report, but it is important to be aware of when reviewing media stories about Flagstaff.
- Website: Engaged sessions increased 7%, and the international market sessions have growth. This is important as we hear international travelers are showing signs of rebounding.
- Earned media: Flagstaff’s breweries are earning some ink and bragging rights in the Florida market.
- Social media: Discover Flagstaff’s Instagram account had a 52% gain in new followers.
- Email campaign: Opt-ins had great growth for both Discover Flagstaff and Flagstaff Local.
- Print (circ: 251k/value: \$17k) Broadcast (reach: 942k/value: \$134k) Digital (reach: 1.2b/value: \$2.4m). April 2023 decreased 27% in media REACH compared to April 2022 (please note vendor change from Meltwater to Cision.) There were 64 digital article social echo shares on Facebook, Twitter and Redditt.



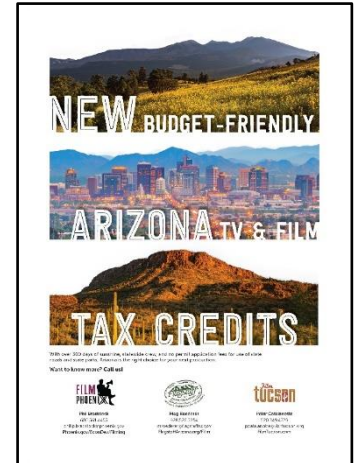


Enjoy more highlights:

- **10 Beautiful Waterfall Hikes in Arizona to Try Before It Gets Too Hot**
<https://coppercourier.com/story/10-beautiful-waterfall-hikes-in-arizona-to-try-before-it-gets-too-hot/>
- **Want to Take a Solo Trip? These Are the Best Places in the U.S. to Visit**
<https://www.msn.com/en-us/travel/tripideas/want-to-take-a-solo-trip-these-are-the-best-places-in-the-us-to-visit/ss-AA1aa2t7>
- **Floridian in Flagstaff – Arizona Travels Part 1**
<https://floridabeernews.com/2023/04/12/floridian-in-flagstaff-arizona-travels-part-1/>
- **Lumberyard Brewing Company & Beaver Street Brewery's Kelly Hanseth joins BeerWise**
<https://floridabeernews.com/2023/04/06/lumberyard-brewing-company-beaver-street-brewerys-kelly-hanseth-joins-the-beerwise-podcast/>
- **Flagstaff Breweries: Where to get the finest beers in Arizona's craft beer capital (Part II)**
<https://www.offthestrip.com/life-style/flagstaff-breweries-arizona-beer/>
- **Discover Flagstaff creates synergy between visitors and residents**
https://azdailysun.com/discover-flagstaff-creates-synergy-between-visitors-and-residents-with-tourism-as-the-number-one-industry/article_ce8c696c-dd66-11ed-a3c2-e7e1a8fc02da.html
- **Big things are happening at Shift Kitchen + Bar in Flagstaff, including huge honor for chef (sponsored)**
<https://www.azfamily.com/sponsored/video/big-things-are-happening-shift-kitchen-bar-flagstaff-including-huge-honor-chef/>

FILM:

- Film Commissioner attended the monthly virtual regional film meeting with Film Tucson, Film Phoenix, and the Arizona Commerce Authority (ACA).
- Film Commissioner worked with Film Tucson, Film Phoenix, and the ACA on a full-page advertisement in Cannes Maker Magazine edition 11.
 - 76th Cannes Film Festival May 16 – May 27, 2023, in Cannes, France, is an annual film festival on the French Riviera, which previews new films from all over the world attracting visitors, fans and movie stars.
 - <https://www.festival-cannes.com/en/>
 - <https://frenchriviera.travel/the-cannes-film-festival/>
 - Film USA has a booth at Cannes Film Festival
- Film Intern continues to gather Flagstaff data for the ACA platform, REEL SCOUT.
- Film Commissioner responded to film location inquiries.
- **There were no permits issued in April.**



WEBSITE:

Comparisons are made YOY to 2022

- **Domestic sessions** were flat with strongest interest coming from metro-Phoenix such as Tempe and Chandler, San Jose, and Columbus, OH. Columbus had a strong showing in March, too.
- **International sessions** also increased and were led by Canada which was up 14.6%, UK was up 11%, France 36%, MX up 12%.
- **Landing pages:** #1 landing page was Webcam with more than 19,326 views, Things-to-Do had 13,800 views, and events was third at 7,931 views. Route 66, Astro tourism, events and festivals were among top performing pages.
- There were 2,275 partner referrals or outbound links to partner sites, and there were 164 newsletter sign-ups.
- **Booking engine results:** Accommodations with top referrals were Motel DuBeau, Bespoke Inn, Little America, Country Inn, and Suites; top searches were filtered with historic downtown vicinity, star ratings, pool, and pet friendliness; 1,550 views on lodging partner sites; tops views originated in markets of: AZ, CA and WA were tied for the #2 spot, TX was #4, followed by IL. and WA.

EMAIL CAMPAIGN:

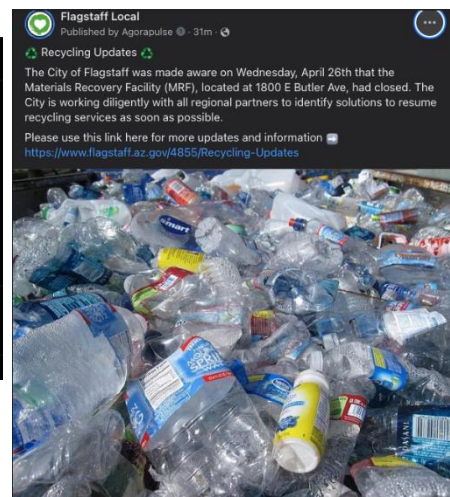
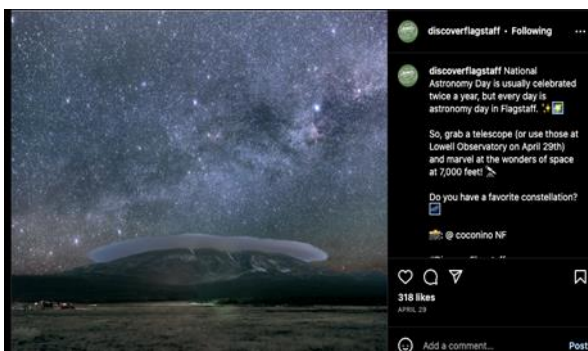
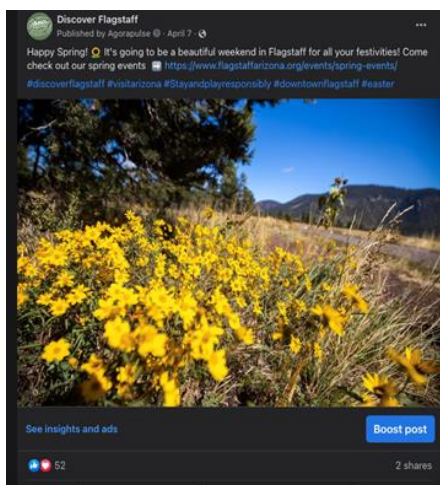
- **Discover Flagstaff:**
 - April's results for Discover Flagstaff subject matter had 18% increase in reach because of continued opt-ins through our website as well as from lead generating efforts. Top clicks went to Festivals, Forest Bathing, and City of Seven Wonders, all of which are very

popular during our summer visitation. We will continue pushing outdoors and event content as it is resonating with our readers.

- **Flagstaff Local:**
 - April's results for Flagstaff Local showed a 97% increase in opt-in readers with the most clicks going to the Blues and Brews volunteer sign-up page, Starlite Lanes, and sharing on Facebook. Sharing on Facebook is not a common "top click", as this is our readers sharing the email to their social media to share with friends/family. Overall open rate continues to be down due to the addition of 600+ city staff last month. When there's a drastic increase in new reach, open rates tend to go down, this is also a time that our unsubscribes go up. This is the time for our email recipients to decide if our content aligns with their goals/interests.

SOCIAL MEDIA:

- Discover Flagstaff Instagram had a 52% gain in new followers.
- Discover Flagstaff, Flagstaff 365 and Milligan Facebook accounts had growth in new followers.
- Top Facebook post:
- Top IG post:



SWEEPSTAKES:

- **Flagstaff Festivals Sweepstakes:** The festival sweepstakes has received fewer entries in 2023 than we did by this time in 2022. The 2022 festival sweepstakes is the best-performing sweepstakes and has set the benchmark for this year at 25,272 entries

SALES:

INTERNATIONAL TRAVEL TRADE:

MEETINGS/EVENTS:

- Stakeholder Meeting - Sonesta

- AOT May Australian Fam Confirmed
- Meeting w/Williams new trade rep
- Final Itinerary confirmed – AOT May German Fam
- May Site itinerary confirmed – Go2Travel, Germany
- Final itinerary confirmed – AOT May Australian Fam
- IPW Appointment schedule confirmed

MARKETING & MEDIA:

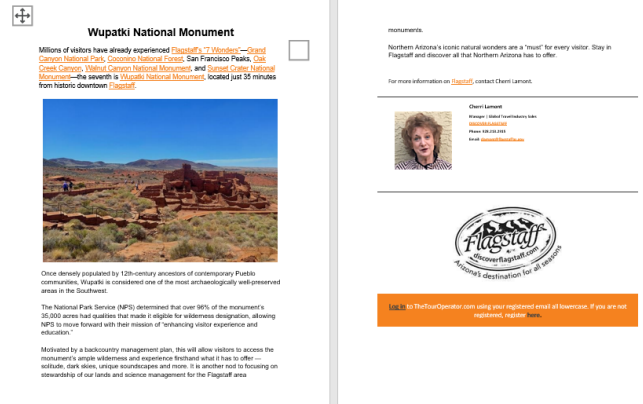
- Visit USA Belgium newsletter content
- AOT/DMO Hotelbeds Campaign Meeting
- Brand USA Final Content for Global Guide
- Herrmann Global Writers sites for Visit USA Parks Campaign
- TourOperatorLand – May newsletter content submitted

Attachment: TourOperatorLand May Newsletter

MEETINGS/EVENTS/CONFERENCES:

CONFERENCE/ROOMS LEADS/BOOKINGS: 1 Lead was sent in the month of April for a total of 935 room nights and total estimated economic impact of \$279,565. At time of reporting a proposal was submitted to this group.

MEETINGS/CONFERENCE SERVICES: Staff attended Creative Flagstaff Board/Committee Meetings, FLP Board Meetings, Attended Global Meetings Industry Day virtual industry conference, co-hosted a DMO Client event with 5 other state DMO’s, worked with 4 booked groups on Conference Services needs including planning calls and providing registration materials, had sales meetings with 3 Stakeholders.



VISITOR SERVICES:

April	2022	2023	YoY Change
Walk-ins	11,760	12,470	6%
Retail Sales	\$37,187	\$40,420	9%

Model Train

- The Model Train ran 184 times during the month of March.

Brewery Trail

- Visitor Center gave out 181-pint glasses for the Flagstaff Brewery Trail redemptions!

Water Services Scavenger Hunt

- On April 1st we kicked off Water Conservation Month with the Water Services Department by hosting them in the Visitor Center and participating in the event as a stop. We had a table with sustainable travel for visitors and provided some Appreciate AZ cleanup kits as well as Discover Flagstaff stickers and pens. Turnout was slower than expected but we were able to give Water Conversation some ideas on how to get more attendance next year.



First Friday Artwalk

- Visitor Center hosted four artists for First Friday Artwalk and had 133 walk-ins during the event.

Indigenous Art Market

- Visitor Center manager and staff worked with the City's Indigenous Coordinator to draft an artist application so indigenous artists can sign up directly with the Visitor Center to display artwork at the Indigenous Art Market.
- Visitor Services Specialists made a trip out to nearby reservations to find artists to work with for the Indigenous Art Market, First Friday Artwalk, and retail items for our gift shop. They had better than anticipated turnout and found many artists interested in working with us on these projects.

Festivals

- Blues and Brews set up a display in the case at the Visitor Center to promote their festival.

Train Station Maintenance

- Gutter repair was completed due to damage from snow and ice over the winter.

Staffing

- Visitor center welcomed Ellen Rosher back to the team as a seasonal visitor services assistant, Ellen had worked for the Visitor Center last year and returned on April 30th as a seasonal hire.



CREATIVE SERVICES:

ADVERTISING:

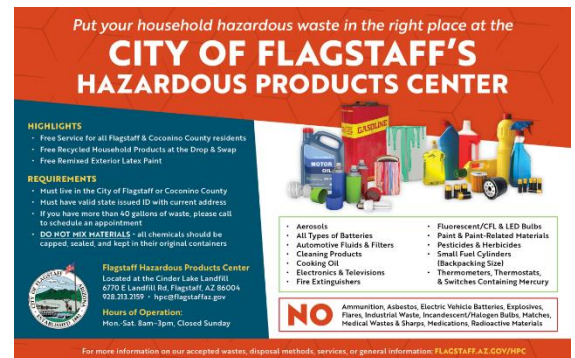
- **LOCAL PRINT ADS:** Created Airport and Tourism Service Day ads for AZ Daily Sun and Flagstaff Business News

- **PROGRESS REPORT:** Designed 4 print and digital ads (dining, airport, trails, tourism service day) for the Progress special section in the AZ Daily Sun
- **TRAIN DAY MATERIALS:** Designed the Train Day flyer, button, ad, and digital materials for the Visitor Center
- **MAY ARTWALK:** Created the May ArtWalk flyer for the Visitor Center
- **PRINT ADVERTISING (DRIVE MARKET/OUT-OF-STATE):** *Tucson Lifestyle Magazine, Flagstaff Blues & Blues Program*
- **DIGITAL ADVERTISING (DRIVE MARKET/OUT-OF-STATE):** *Datafy* display ads for May – As Grand AZ it Gets, Flagstaff Trails Passport, Be Fire Aware, 2023 Festival Sweepstakes and 3 major festivals for May, Arboretum opening day, Dining; *12News* - Be Fire Aware
- **OPEN SPACE PROJECT:** Wayfinding/interpretive signs for Picture Canyon in production.
- **2023 VISITOR GUIDE REPRINT:** Updated and reprinted 18,000 additional copies of the guide.



CITY JOBS:

- **FEDERAL LOBBYING PACKET:** Updated the 2023 Federal Lobbying Packet for city council
- **20 UNDER 40 AD:** Designed a 20 Under 40 city ad for AZ Daily Sun
- **HPC MAILER:** Created a mailer for the Hazardous Products Center
- **PARKING SIGNS:** Designed new residential parking signs for Park Flag



WEBSITE:

- **UPDATED CONTENT:** Updated listing photos, 2023 festival information, new blogs, and page content on DiscoverFlagstaff.com

THANK YOU FOR YOUR CONTINUED
PARTNERSHIP WITH
THE CITY OF FLAGSTAFF'S ECONOMIC
VITALITY DIVISION!



THE PATH TO **ADVENTURE**
ISN'T ALWAYS PAVED.



BEGINNING MAY 7



SCAN FOR TRAIL
LIST & PASSPORT

**DOWNLOAD YOUR FREE
FLAGSTAFF TRAILS PASSPORT
AND EARN PRIZES**
which can include a donation in your name providing
trail maintenance for future enjoyment.



**BE FIRE
AWARE**
KNOW BEFORE YOU GO
discoverflagstaff.com/fireaware
STAY & PLAY RESPONSIBLY

FOR ADDITIONAL INFORMATION:

- Be aware and knowledgeable of fire restrictions.
- Smoking and use of electronic cigarettes are prohibited in all public places within the city of Flagstaff.
- Check for dragging chains or tow straps as they could spark a wildfire.
- Avoid parking in grassy areas where a hot muffler may spark a wildfire.
- Only use designated open forest roads and trails for recreation.

ARIZONA
THE GRAND CANYON STATE

- Coconino National Forest (U.S. Forest Service) Information: coconinonationalforest.us
- County Information: coconino.az.gov
- City Fire Restrictions Stages Information: flagstaff.az.gov

PROSE

PARKS, RECREATION, OPEN SPACE, AND EVENTS

April 2023

Director's Reflection



Finally, it seems that Spring has “sprung!” For PROSE, this means a literal shift in gears from winter operations to putting away the snow plow and start spring and summer preparation; from indoor events and recreation activities to planning for summer programs and events.

Our Parks team starts to repair and charge our smart irrigation system (more on that later!) and prep fields so they are ready for our many youth and adult sport groups that rent those spaces.

Our Recreation team starts planning summer programs and events, and our Athletics program kicks off outdoor recreational sport leagues such as adult softball and grass volleyball.

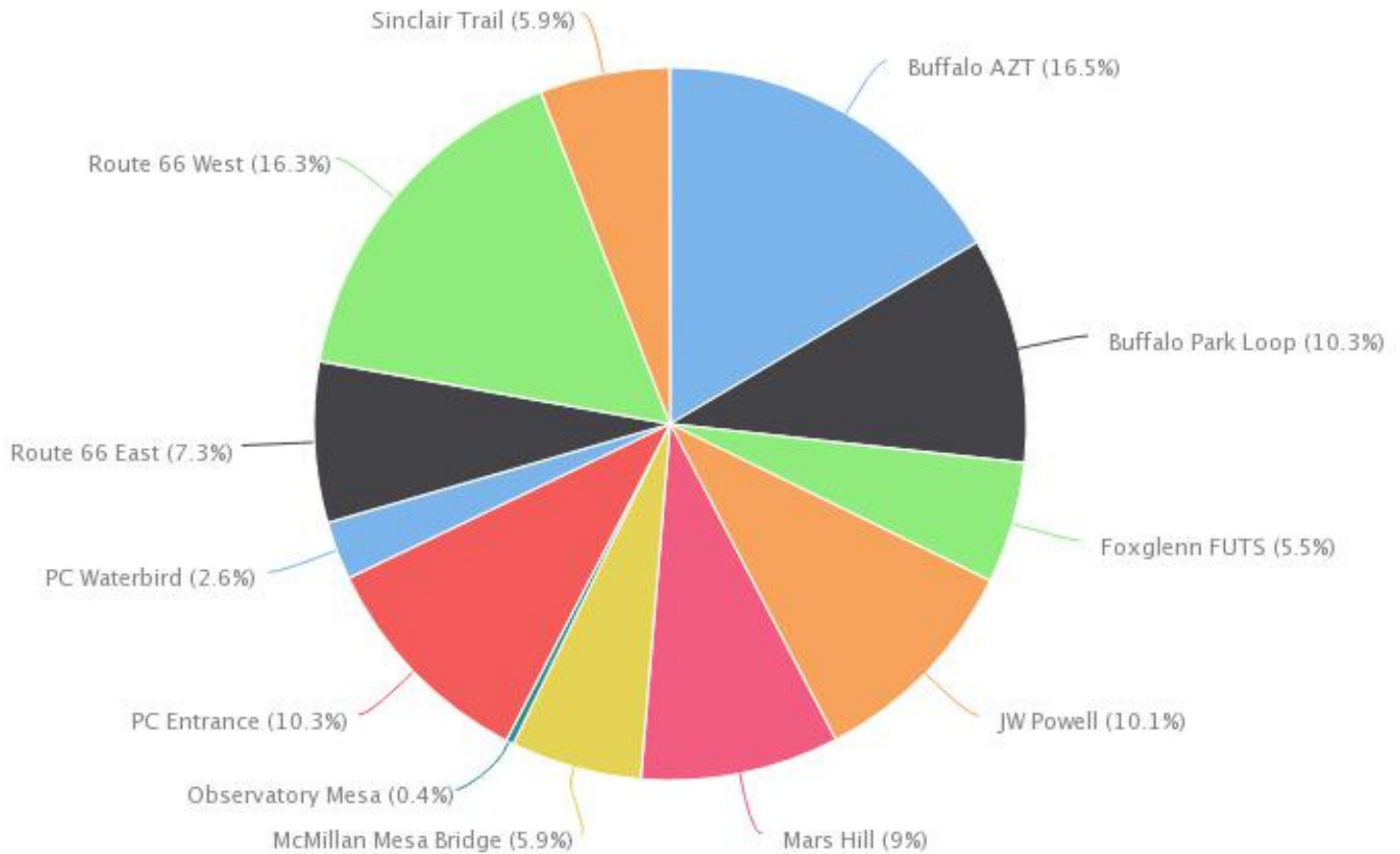
Our Open Space team gets excited to welcome visitors into our natural areas and starts to organize a myriad of education and volunteer events (stay tuned for schedules and how to sign up!).

Our Events team really ramps up with permitting not only private events, but they also now manage field allocations AND plan our own city sponsored events such as Kids to Parks Day, Concerts in the Park, 4th of July, and Parks and Recreation month events.

As you can imagine, all of this takes the dedication and hard work of the entire team, and we all work together as well as with our partners in the city and community to put our best foot forward in spring and summer. We want to celebrate and honor the many beautiful outdoor spaces and engaging programs and events that PROSE has to offer for you, and we invite you, our Flagstaff community, to join us!

Compare Sites

2023-03-01 to 2023-03-31



Site Name	Daily Average
Buffalo AZT	89.1 (16.5%)
Buffalo Park Loop	55.4 (10.3%)
Foxglenn FUTS	29.7 (5.5%)
JW Powell	54.4 (10.1%)
Lone Tree CCC	0 (0.0%)
Mars Hill	48.6 (9.0%)
McMillan Mesa Bridge	32.1 (5.9%)
Observatory Mesa	1.9 (0.4%)
PC Entrance	55.5 (10.3%)
PC Rio de Flag	0 (0.0%)
PC Waterbird	14.3 (2.6%)
Route 66 East	39.3 (7.3%)
Route 66 West	87.8 (16.3%)
Sinclair Trail	32 (5.9%)

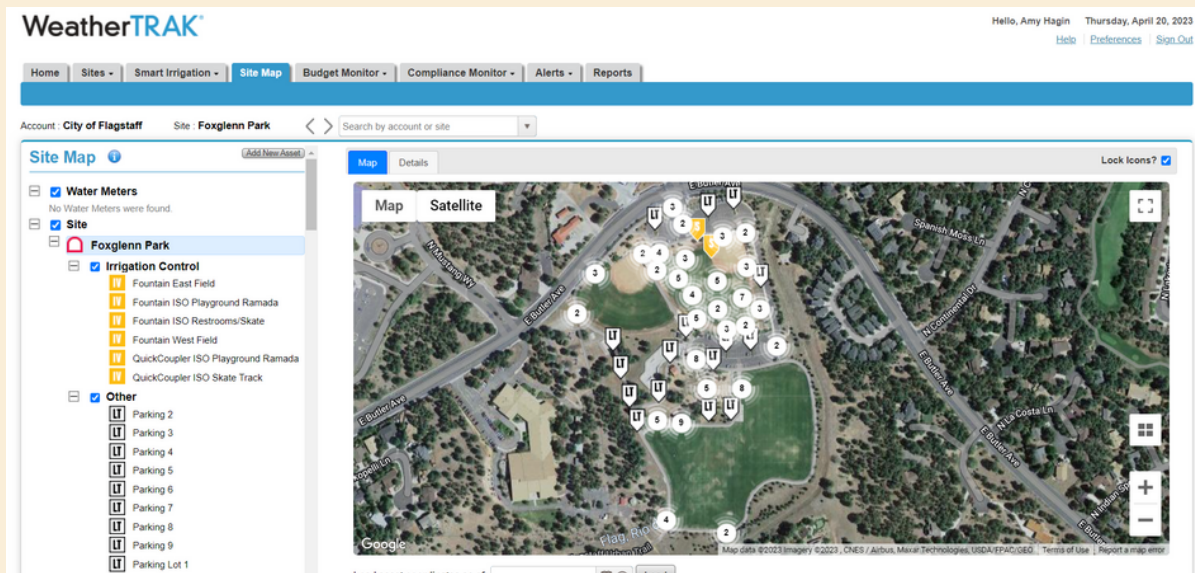
Trail counts on FUTS and in Open Space for the month of March was 16,745 passersby at the 14 locations listed above. That is an uptick of 35% from February even though we still had plenty of snow cover!

What is so “smart” about irrigation?

The smart irrigation system that PROSE ventured into in 2019, involves many parts and pieces and yes, it is smart! The WeatherTRAK system is an award-winning line of controllers, flow products and cloud-based central management for the Parks team to help the with water usage which in essence is operational savings.

Now for the smart part...Parks staff have live information plus the ability to mitigate issues remotely. The system understands when rainfall or high wind days are ahead in the forecast making adjustments through the flow sensor. The overall management of drought conditions is enhanced when utilizing this system plus it has the ability to reduce landscape runoff by 71%!

PROSE is excited to make this initial system setup even more robust through the collaboration with the Sustainability Office and Noresco later this year.



Components of the smart water irrigation system.

This month PROSE and Sustainability started building the new Hal Jensen Community Garden!

Work will continue over several weeks and include the installation of raised garden beds, paths, and new art pieces.

A huge thank you to the amazing volunteers with Terra BIRDS, Native Americans for Community Action, NAU SSLUG Garden, and Flagstaff Foodlink whose contributions are making this garden grow.



Watch our Garden Grow

Flagstaff Sustainability Office

CITY OF FLAGSTAFF PROSE
PARKS, RECREATION, OPEN SPACE & EVENTS

Hal Jensen Community Garden

coming May 2023

A look Ahead

The Flagstaff Aquaplex will be closed April 30 through May 11 for their annual maintenance closure. Projects will include tile work, flooring repairs, and pool drainage and repair.

Jay Lively Activity Center will be closed May 8 through May 22 for their annual maintenance closure. Projects during the closure include a facility deep clean, repairs to the garage door, exterior light replacement, and much more.

Click Here To Register



Ready to set and spike? Hit one outta' the park? Look no further, registration is now open for Adult Grass Volleyball and Adult Softball.

Don't wait too long, spots are filling fast!

Together with the AZ Trail Association, the Open Spaces section organized and hosted the first northern Arizona Outdoor Educators meeting. For quite a while, who knew that there were many organizations doing outdoor and environmental education with kids, and it was time to get everyone together so that we could meet, learn what each other does, and brainstorm on ways we can partner and collaborate. It was a very productive meeting, with 27 attendees in person! We are working on next steps for this coalition, including working groups. Our next meeting will be Monday June 5, 2023 from 10am-noon.



Participants at the Outdoor Educators meeting.



Flooding on the trail to deep water pond.

With the heavy rain we received in early April, the Rio de Flag in Picture Canyon flooded, making it impossible to use the trail toward the Deep Water Pond and the footbridge. It started to recede, but with the abrupt high temperatures, the snow melt increased the flooding even more.

The trails on the north/west side of the canyon are dry and usable, but we have not been able to assess the trails on the south/east side.

April has Events and Marketing in full swing planning the next wave of activities. We have a jam packed summer of events including Kids to Parks Day, Concerts in the Park, Parks and Recreation Month, and even a 4th of July laser light show with our partners at Coconino County Parks and Recreation.

Stay tuned for the upcoming event season calendar release!



**The 13th Annual
Kids to Parks Day
is May 20, 2023**

 **NATIONAL
PARK TRUST**
TREASURE FOREVER
CELEBRATING **40 YEARS**

Join us Saturday, May 20 for Park Quest: a Geocaching Adventure.



Stay in the loop on upcoming events, programs, closures, and projects by following us on social media.



Who knows, you might even get a new PROSEpective!

PROSE

PARKS, RECREATION, OPEN SPACE, AND EVENTS

May 2023



Staff Promotion

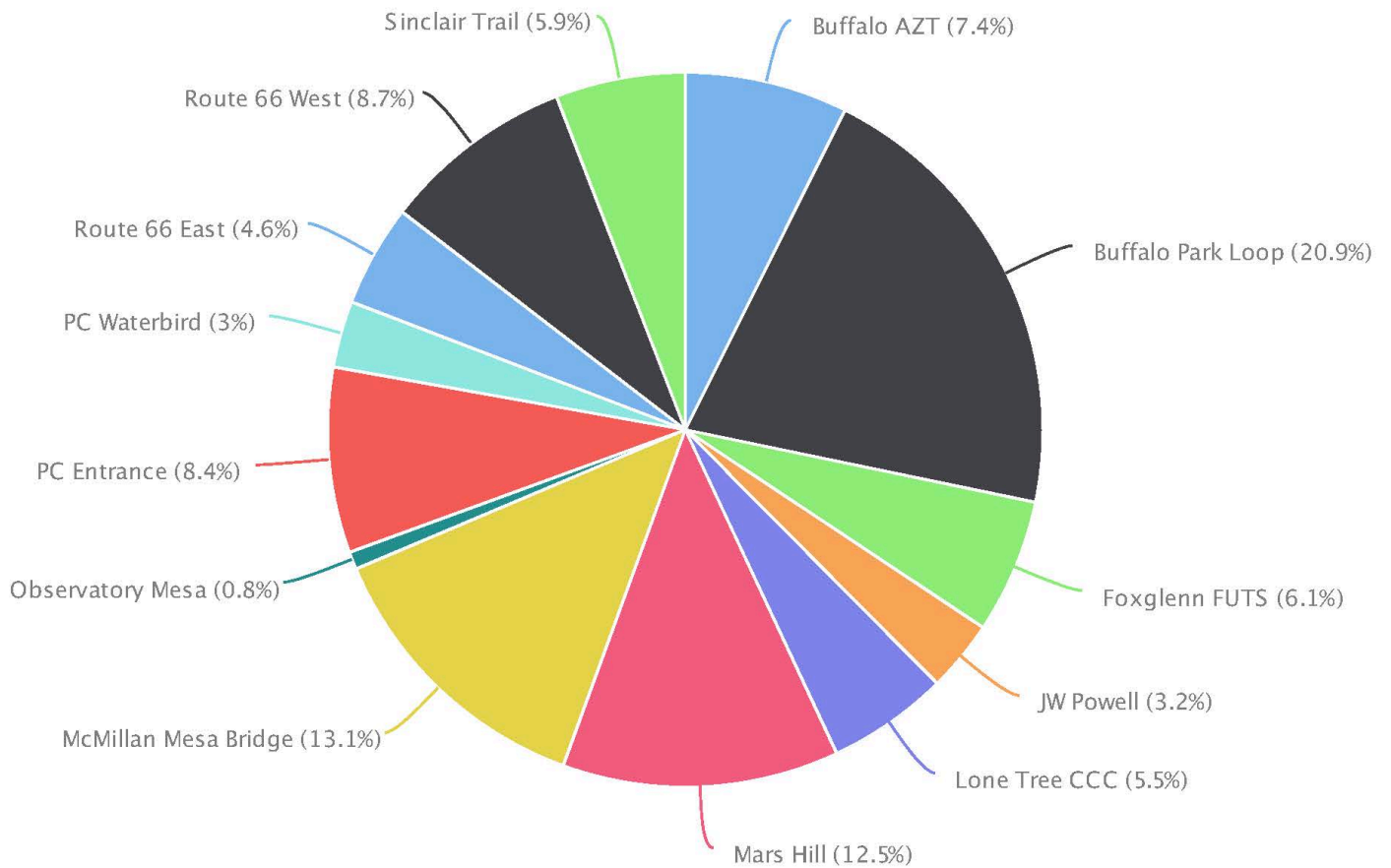
Congratulations to Crystal Warden-Gant on her recent promotion to Recreation Supervisor of Hal Jensen Recreation Center. Crystal is a Flagstaff native beginning her career with the division in 1995. She has worked at Cogdill Recreation Center (Boys and Girls Club) and Hal Jensen Recreation center. Crystal's love for community, youth, and recreation is shown through the impact she makes at the center each day.

New Colleagues

Parks has amazing new Parks Maintenance Workers that started on the team in late April and early May, Quintin Padilla and Ronald Pino. Both Quintin and Ron are not new to many of us as they both have been working with us in a temporary capacity for a few years but having them join the City of Flagstaff is a true treat. Please welcome them both to the team!

Compare Sites

2022-04-18 to 2023-05-03



Site Name	Daily Average
Buffalo AZT	84 (7.4%)
Buffalo Park Loop	237.7 (20.9%)
Foxglenn FUTS	69.3 (6.1%)
JW Powell	36.6 (3.2%)
Lone Tree CCC	62.4 (5.5%)
Mars Hill	142.3 (12.5%)
McMillan Mesa Bridge	149.1 (13.1%)
Observatory Mesa	8.9 (0.8%)
PC Entrance	95.5 (8.4%)
PC Waterbird	34.3 (3.0%)
Route 66 East	52.5 (4.6%)
Route 66 West	99 (8.7%)
Sinclair Trail	66.7 (5.9%)

Trail Counts

Sunny skies and warmer temperatures proved to be the key to another busy month on the Flagstaff Urban Trails System (FUTS). Although weather rarely deters our daily users, seasonal changes bring out the masses.

Kinda a Big Dill

On May 16th, the proposal for 8-pickleball courts and the resurfacing (overlay) on the existing tennis and basketball courts at Bushmaster Park was approved by City Council. This improvement to the existing courts fulfills a big need for the community and maintenance with the addition of new dedicated courts that the pickleball community has been desirous for years.

Staff will begin the design process with the contractor with identifying the northernmost location for the 4-pod courts and the least intrusive amount of tree removal inside the community park. Staff will also begin developing recommendations for City Council to consider to restrict the hours of lights on all of the sport courts.



Image of current dual striped courts at Bushmaster.

Three strikes and welp, you are out! Adult softball is back with enthusiasm as Recreation's athletics season heads outside. The crank of the metal bat can be heard Sunday through Friday nights at the Thorpe Softball Complex. On Tuesday nights at Thorpe Complex spikes can be felt as the adult grass volleyball league begins in the outfields of the softball fields! This first session of summer league is from May 7th through July 2nd.



Fields 2 and 3 at Thorpe Park Softball Complex received new scoreboards this fiscal year with Fields 3 and 4 scheduled for next fiscal year.

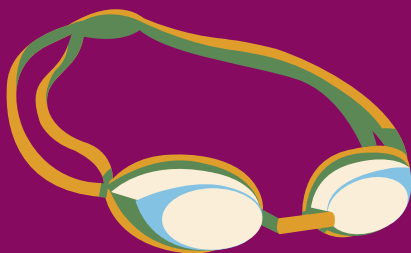
Garden Party

In celebration of the new Community Garden at Hal Jensen Recreation Center, NACA and Sustainability hosted a Garden Party (pictured below). Activities included a prayer ceremony, flower pressing, and rock painting.

The garden officially opens on May 20 to the public.



**Click
Here
To
Register**



Swim Lessons

Registration is underway for summer swim lessons. Group lessons will be available all summer long with first session registration available now.

Seeds of Stewardship

Open Space partnered with the Arizona Trail Association's "Seeds of Stewardship" program to bring several 5th grade classrooms to Picture Canyon and teach them how to work on trails and recreate outdoors with minimal impact on the environment. The Open Space coordinators helped provide guidance for trail service projects at Picture Canyon as well as some education about the history of Picture canyon and some of the plants and wildlife found out there. The groups re-naturalized unauthorized trails, dug water drainages in the trail to prevent erosion, pulled invasive weeds, and made signs to keep people on the trail.



Students learn how to properly use tools to do trail work.



Students are briefed on leave no trace ethics and safety as an outdoor group.



Left: Students learn how trails are used to mitigate erosion.

Right: Students use their tools to dig out a drainage canal and tamp down the berm.



CITY OF FLAGSTAFF

Concerts in the Park

JUNE

6/7 Thunder n' Lightning
Cheshire Park

6/14 Tommy Duke
Jim Cullen Memorial Park

6/21 Foxy Kushka
Bushmaster Park

6/28 Nolan McKelvey
Peaks View County Park

**Wednesday nights in
June & July
5:30 pm**



JULY

7/5 No Concert

7/12 Big Daddy D and the
Dynamites
Mobile Haven Park

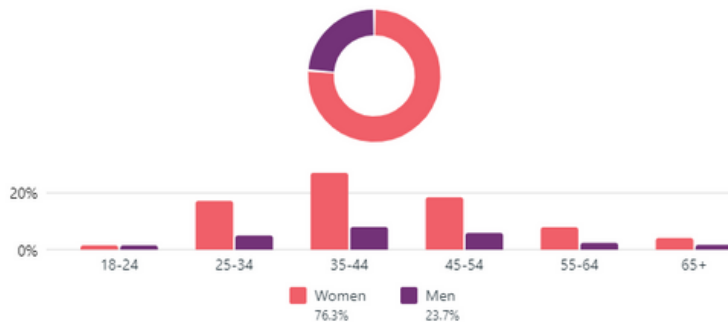
7/19 Optical Delusion
Jim Cullen Memorial Park

7/26 Two Hand Union
Bushmaster Park

Facebook Page likes ⓘ

6,887

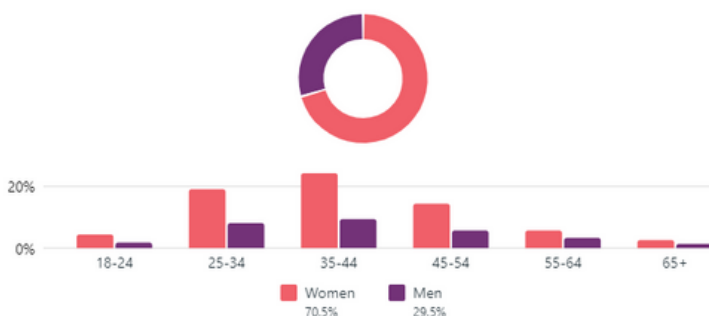
Age & gender ⓘ



Instagram followers ⓘ

3,809

Age & gender ⓘ



Social Media Insights

We continue to see growth in the PROSE social media audience with 6,887 Facebook likes and 3,809 Instagram followers, majority of which are in the Flagstaff area.

Our goal is to regularly reach our local market to ensure up to date information on events, recreation programs, park projects, and activities.

Pictured left is a breakdown of social media user analytics both by gender and age grouping.

Upcoming Events

Park Quest: A Geocaching Adventure
May 19-21

Doggie Dash 5k
May 20 @ Buffalo Park

Bike Bazaar
May 21 @ Heritage Square

Flagstaff Community Market
Every Sunday @ City Hall Parking Lot

Movies on the Square
Every Saturday beginning May 27
Heritage Square

Flagstaff Hullabaloo
June 3&4 @ Wheeler Park

First Friday Art Walk
June 2 @ Heritage Square

Sacred Mountain Prayer Run
June 3 @ Thorpe Park

Friday Night Concert Series
Every Friday beginning June 9
Heritage Square

Kids Squared
Tues/Thurs in June & July
Heritage Square

Jazz on the Square
Thursdays beginning June 1
Heritage Square

Music on the Square
Sundays beginning June 4
Heritage Square

Downtown Community Market
Every Wednesday June/July
Beaver/Aspen Parking Lot

Run 4 Life
June 17 @ Wheeler Parking
Lot

Together We March Parade
June 17 @ Downtown Parade Route

Pride in the Pines
June 17 @ Thorpe Park
Softball Complex

Flagstaff Urban Flea Market
June 10 @ City Hall Parking Lot

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacey Brechler-Knaggs, Grants, Contracts & Emergency Management Director
Co-Submitter: Daniel Kelly, Emergency Manager
Date: 05/09/2023
Meeting Date: 05/23/2023



TITLE:
Flagstaff Emergency Operations Plan Development

DESIRED OUTCOME:
On March 13, 2023 the City Council approved a Consulting Services Contract with EM Partners.

EM Partners will utilize the Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide (CPG) 101 – Developing and Maintaining Emergency Operations Plans to guide our development of the City of Flagstaff Emergency Operations Plan (EOP). They will ensure the plan aligns with the National Incident Management System (NIMS), the Coconino County EOP, which EM Partners is currently updating, and the Arizona State Emergency Response and Recovery Plan (SERRP), in order to accurately reflect operational relationships between governmental levels. As part of CPG 101, FEMA outlines a six-step planning process which is flexible and adaptable to the specific needs of jurisdictions. Our team will follow this planning process, while applying national standards for planning in our approach, and creating the EOP to be both aligned with these standards and unique to the City of Flagstaff. These steps, 1) Project Scoping and Management, 2) Data Collection and Analysis, and 3) Plan Development will inform our streamlined and systematic approach to supporting the City of Flagstaff EOP development project.

EXECUTIVE SUMMARY:
Emergency operations planning is key to managing our risk and response to critical incidents. This plan will detail the roles and responsibilities of the city and stakeholders in emergency response, recovery, and mitigation efforts as they relate to wildfire, post-fire flooding, and other threats and hazards the city may face.

INFORMATION:
Presentation by EM Partners.

Attachments: [Presentation](#)

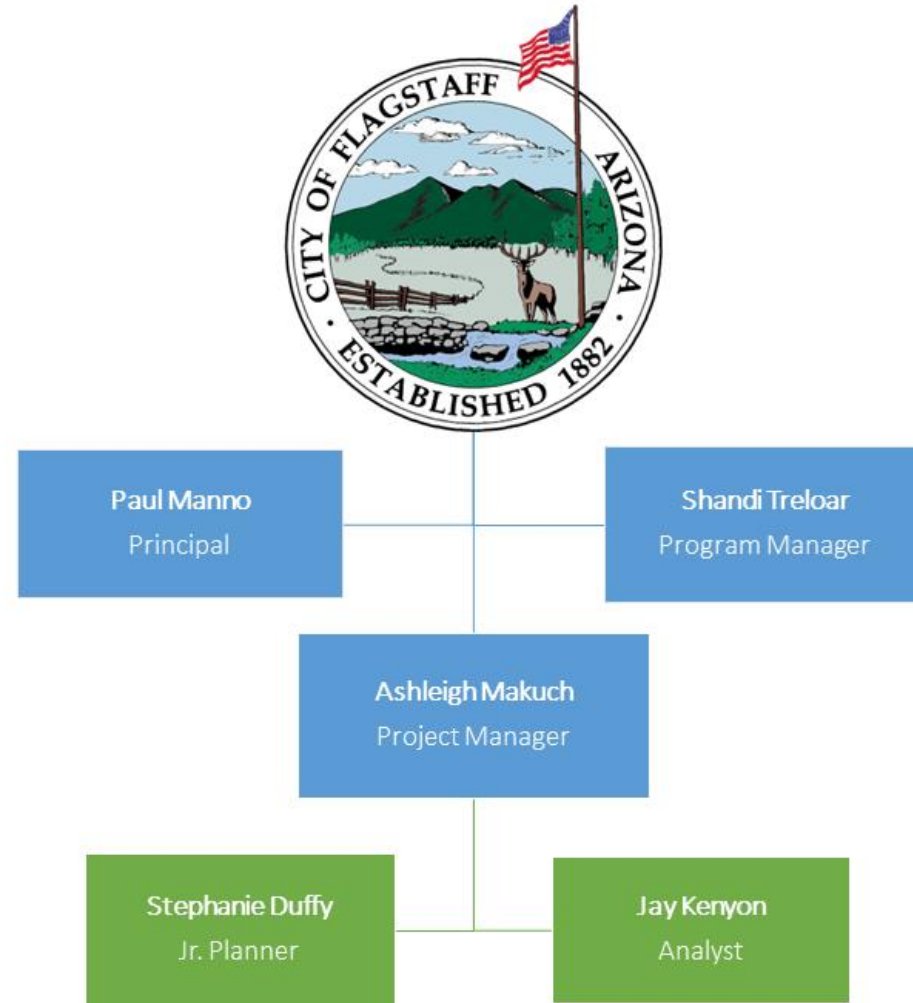
CITY OF FLAGSTAFF

Emergency Operations Plan Development

Project Kickoff
City Council
Working Session
May 23, 2023



Introduction





Why does Flagstaff need an EOP?

- Foundational emergency management document
- All-hazards roles and responsibilities
- Effective and efficient operations
- Alignment with county, state, and federal programs

➤ *Making Flagstaff a safer place to live, work, and visit.*

THE PLANNING UNIVERSE

"where plans align"



- ✦ **CHECKLIST**
- ✦ **PROCEDURE**
- ✦ **PLAN**
- ✦ **POLICY**
- ✦ **FEMA / PPD 8**





Project Overview

- Goal – develop the first City of Flagstaff Emergency Operations Plan (EOP) as an all-hazards **roles and responsibilities** document, to include division-specific annexes.
- Objectives –
 - Document Collection and Review
 - Key Stakeholder Interviews
 - EMAP Assessment
 - Planning Meetings
 - Base Plan Development
 - Annex Development
 - Planning Team Review
 - Final Plan



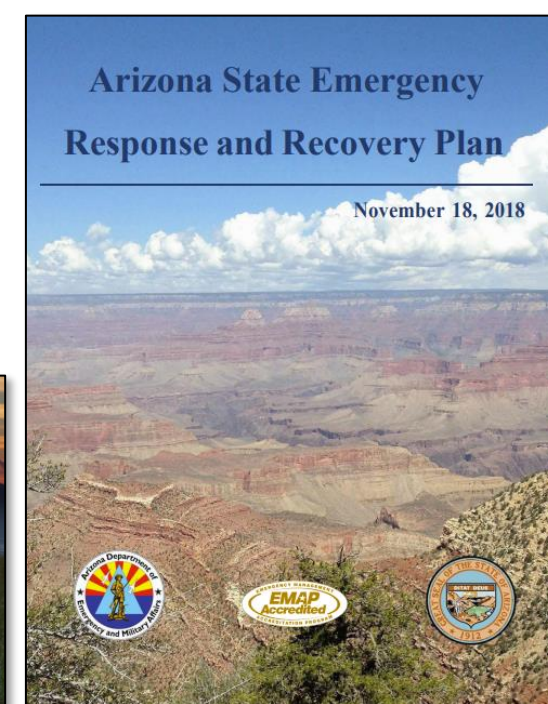
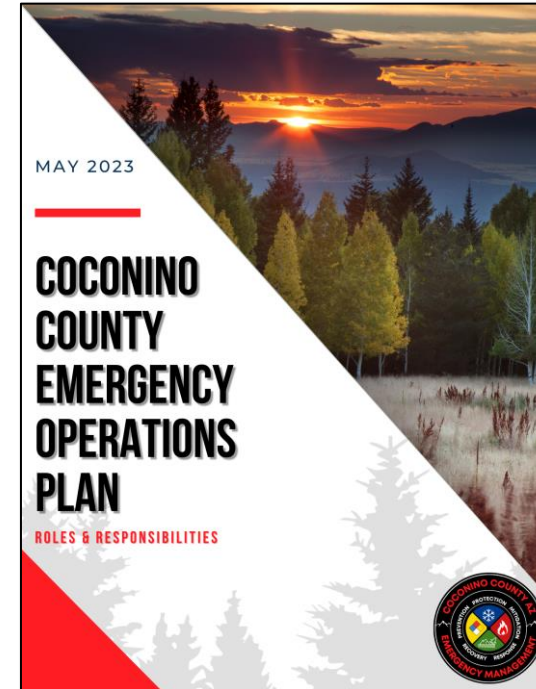
Project Timeline

- Flexible for summer fire/monsoon season operations

Task	May	June	Jul	Aug	Sept	Oct	Nov	Dec
Project Management	—————							
Data Collection and Analysis and Interviews	—————			- . - .				
Planning Meetings & Plan Development		—————						
Key	Solid green line indicates the estimated duration of the task  Dashed blue line indicates anticipated extended coordination 							

Planning Guidance

- Coconino County Emergency Operations Plan (EOP)
- AZ State Emergency Response and Recovery Plan (SERRP)
- National Preparedness Goal (PPD 8)
- FEMA Comprehensive Preparedness Guide (CPG) 101
- National Incident Management System (NIMS)/Incident Command System (ICS)
- Emergency Management Accreditation Program (EMAP) Standard





Planning Process

- All-hazards, roles and responsibilities plan
- Whole Community integration
- NOT procedural
- Planning Universe alignment



FEMA CPG 101 Planning Process



The Preparedness Cycle





EOP Structure and Contents

- Base Plan
 - Purpose and Scope
 - Concept of Operations
 - Direction, Control, and Coordination
 - Organization and Assignment of Responsibilities (high-level)
 - Communications, Logistics, and Finance
 - Plan Development and Maintenance
- Coordinating Division Annexes
 - Specific roles and responsibilities of the six City Coordinating Divisions



City Coordinating Divisions

- Community Development
- Emergency Management
- Parks and Recreation
- Public Affairs
- Public Works
- Water Services

- *City Divisions with the most capabilities, resources, and authorities for emergency response and recovery*
 - *not including Divisions with defined roles and responsibilities (Police, Fire, etc.)*

Next Steps

- Initial Planning Team Meeting – May 30th
- Document Review
- EOP Outline
- Stakeholder Interviews
- Division Planning Workshops



Questions



Ashleigh Makuch

Ashleigh@em-partners.com

928-300-2148

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: David Lemcke, Transportation Engineer Associate
Date: 05/16/2023
Meeting Date: 05/23/2023



TITLE:

Butler and Beaver Pilot Bike Program Update

DESIRED OUTCOME:

Staff recommend removing the separated bike lanes on both roads and replacing them with a painted bike buffer. Staff also recommend pursuing a raised sidewalk design to construction with Safe Streets for All (SS4A) grant funding to replace the separated bike lanes.

EXECUTIVE SUMMARY:

This update is a continuation of an evaluation from June 2022. At the previous update in June 2022, Staff had recommended the separated bike lanes be removed on Butler Avenue but maintained on Beaver Street. The Council at that time felt there had been insufficient time to decide to remove the pilot project and directed staff to keep the separated facilities intact on both roadways for further data collection. The Council also expressed interest in seeing how the separated facilities would perform in a more severe winter.

Staff have evaluated the pilot bike lanes since June 2022 on the following performance measures:

- Maintenance
- Bicycle usage
- Crash data

Based on the most recent evaluation, Staff have determined that the separated bike lanes should be removed due to excessive maintenance costs and maintenance complications, bicycle ridership that has either been maintained or decreased since the installation of the barriers, and an increase in vehicle crashes that has occurred on Butler Ave since the barriers have been installed. Maintenance costs rose from \$51,135.00 to \$89,319.00 during this last winter season, an increase of \$38,184.00, and it will cost an additional \$200,000 to bring the separated infrastructure back to original conditions. Since the barriers have been installed, there have been 49 reported crashes along the Butler Avenue corridor, which is 22 additional crashes over the average number of crashes typically seen along the corridor.

Staff have gathered feedback from the Transportation Commission and the Bicycle Advisory Committee, their recommendations can be seen below:

Transportation Commission:

- A majority of commissioners support removing the Butler Avenue separated bike lanes and

replacing it with a painted buffer, but feel the Beaver Street separated bike lanes should remain. All of the commissioners supported the long-term plan of raising the bike lane to the same level as the sidewalk.

Bicycle Advisory Committee

- All of the committee members do not recommend removing any of the separated facilities unless there is a funded alternative measure to replace them. All of the committee members expressed support for raising the bike lane to the same level as the sidewalk. The committee also recommended investigating reducing the speed limit on Butler Avenue and exploring education techniques to teach people to look out for bicyclists, how to share the road, and the dangers of speeding.

INFORMATION:

Please see the attached presentation for more information.

Attachments: [Pilot Bike Lanes Presentation](#)

Separated Bicycle Lanes

Council Special Work Session
May 23, 2023

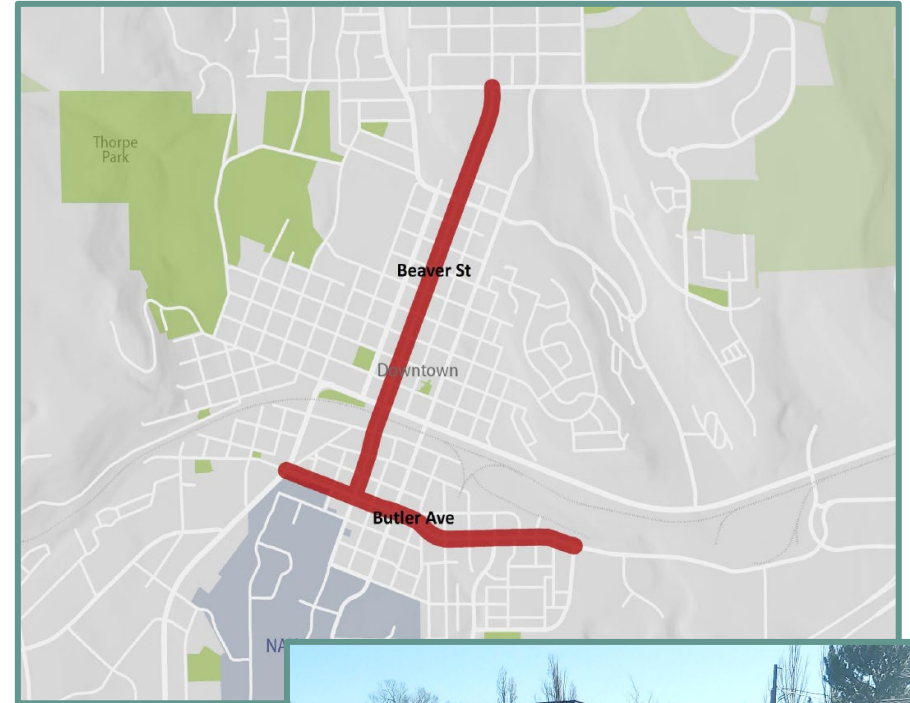
Butler & Beaver Pilot Projects





Background

- Council recommended the separated bike lanes as a pilot project in July 2021 after the concept was proposed by a citizen petition
- The separated bike lanes were completed in November 2021
- Design includes candlesticks and concrete barriers
- Beaver St - Forest to Butler
- Butler Ave - Milton to Sawmill





The Pilot Plan



- Start with these two phases (Butler & Beaver)
- Study
 - Collect speed & volume data before & after install
 - Collect feedback from interested parties & citizens
 - Determine maintenance in general & during snowstorms
 - Review crashes
- Determine other possible phases or next steps



First Evaluation June 2022

- Staff reported on the performance of the pilot project to the Transportation Commission, Bicycle Advisory Committee, and Council in June 2022. Staff reported on the following items:
 - **Interested party input:** General concerns for winter maintenance and narrow lanes
 - **Bicycle usage:** Remained constant or had a slight decrease
 - **Vehicle speeds and volumes:** Remained constant
 - **Crashes:** No serious or fatal crashes reported at the time
 - **Community survey:** Generally negative for drivers, split for bicyclists, and winter maintenance a big concern



June 2022 Recommendations

- **Transportation Commission/Staff**
 - Remove curb & delineators from Butler and stripe a buffer
 - Collect ridership and maintenance cost data
 - Keep Beaver the way it is
- **Bicycle Advisory Committee**
 - Recommended keeping Butler and Beaver for at least one full year for further data collection and review
 - Small modifications to curb placement is recommended

Results of June 2022 Evaluation

- Snow operations were a big concern
- Overall negative experiences for interested parties
- Bicyclist volumes either stayed the same or decreased



- Council felt there had been insufficient time to decide to remove the pilot project, for the pilot project had only been in effect for 6 months and had not experienced a harsh winter
- Council directed staff to keep both the Beaver and Butler separated lanes for further data collection



Today – Second Evaluation

- The next slides will provide updates on the following items since the last evaluation:
 - Interested Party input
 - Bicycle volumes
 - Crash data

Key Take-a-ways

- Road narrowing and the loss of travel lanes.
- The infrastructure had massive failures.
- Commercial and Residential sidewalks plowed back into bike lanes, sometimes days after the snow event
- Dangerously narrow roads led to unsafe conditions for all commuters including snowplow operations





Winter Snow Operations



Struggles with snow plowing operations along the pilot.

- Narrow lanes led to multiple “near miss”
- We experienced icier road conditions requiring additional Ice cinders.
- Staffing of and all snowplow equipment continues to be a struggle.
- Operators had to hand remove dozens of broken curbs by hand.
 - Significantly more destroyed curbs on Beaver St than Butler Ave.
- Reduction in service to the west side neighborhoods and the downtown corridor.





Winter Snow Operations

With 2 snow seasons (*1-very mild, 1-heavy*) of data Streets has concluded

- Snow operations require two (2) tool cat at once to effectively snowplow.
- Significant curb damage every winter, roughly 75 this winter
- Timing of snowplow operations with PROSE has been critical.
- Significant impacts from private snowplows
- Massive increase in travel complaints from cyclists and motorists.
- Increase in accidents





Spring General Maintenance

- Sweeping along the pilot have been productive but has its struggle
- Limited accessibility with current equipment.
- Keeping up with the replacement of markers is impossible with current workload and staffing
 - This is reflected citywide not just this pilot.
- The signs and marking crew has done well adapting to this pilot however, maintenance needs far exceed their capacity.





Police Department Input



- Harder for citizens to yield for emergency vehicles
- Narrowing of lanes due to snow and ice
- Vehicles with trailers taking out barriers during turns
- Drivers running over or into barriers



Fire Department Input



- Delayed emergency response times
 - Nowhere for vehicles to go during emergency responses
 - Difficulty navigating narrow driveway openings for the large fire trucks



Costs



Item	Singular	Jun-22	Apr-23
Butler Avenue Installation	\$513,000	NA	NA
Beaver Street Installation	\$269,382	NA	NA
Summer 2022 Final Pavement Markings	\$69,756	NA	NA
Toolcat Purchases With Accessories	\$131,000	NA	NA
Install New Delineators	\$41,974	NA	NA
Parks Department Median Restoration	\$6,000	NA	NA
Maintenance of Curbs and Delineators	NA	\$11,719.00	\$19,566.16
Snow Operations	NA	\$21,373.00	\$53,956.00
Sweeping Operations	NA	\$6,905.00	\$5,227.92
Public Works Administrative	NA	\$11,138.00	\$10,569.07
Winter Equipment Damage Repair	NA	NA	\$20,000.00
Total	\$1,031,112	\$51,135.00	\$109,319.15
Grand Total		\$1,191,566	



Costs



- This previous winter resulted in maintenance costs rising from \$51,135.00 to \$109,319.15, an increase of \$58,184.15
- It will cost an additional estimated \$200,000 to bring the infrastructure back to original conditions

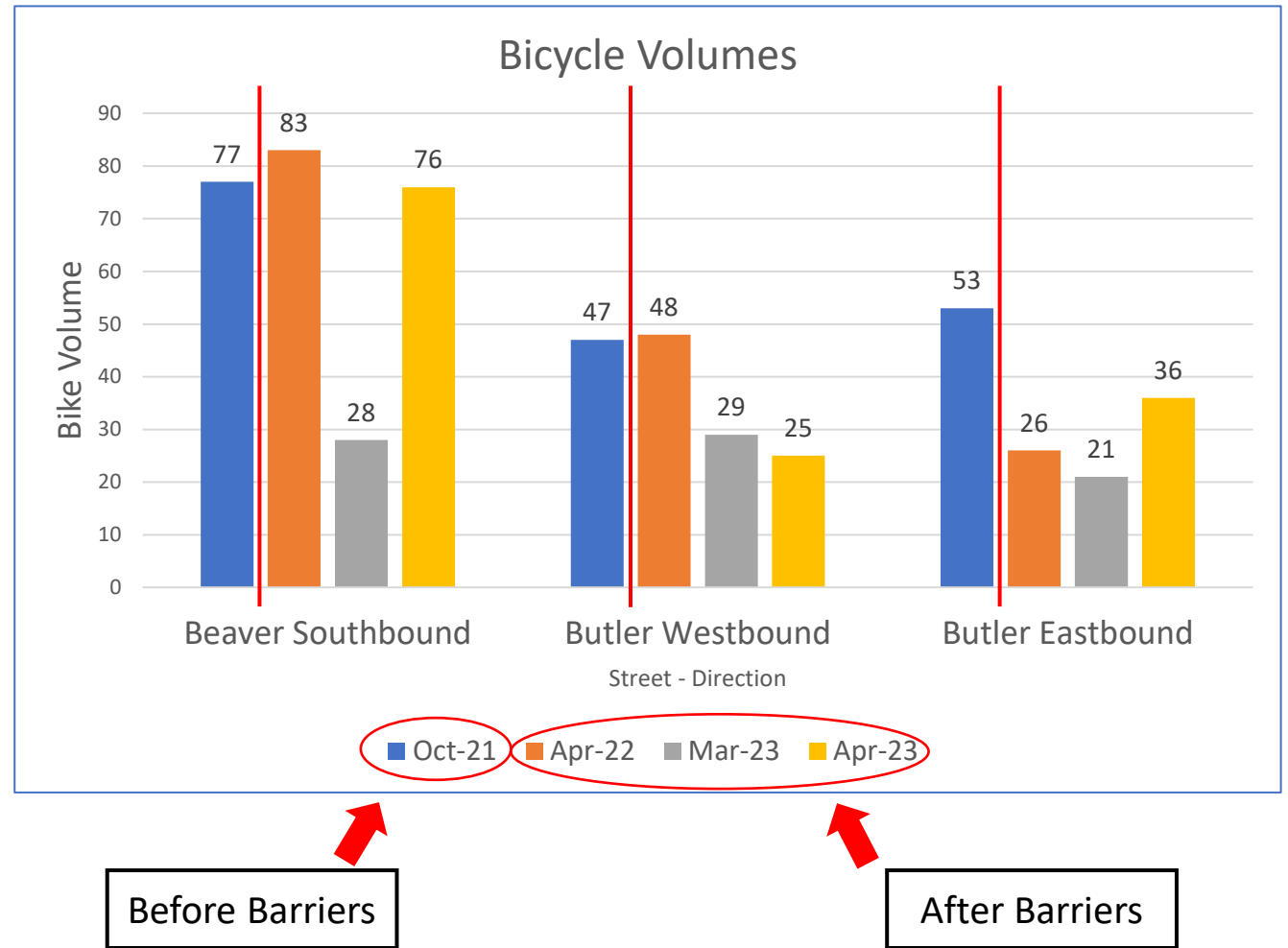




Bicycle Volumes



- Bicycle volumes on Beaver St have generally stayed consistent since the barriers were installed
- Counts were low in the March 2023, but this could be attributed to weather
- Butler Ave bicycle volumes have seen a decrease since the barriers were installed, but this could be attributed to limited data collection





Crash Data



Beaver St Crash Data					
Time Period	Total Crashes	Vehicle Serious and Fatal Crashes	Bike Total Crashes	Ped Total Crashes	Bike and Ped Serious and Fatal Crashes
December 2012-June 2013	8	0	2	0	0
December 2013-June 2014	11	0	0	0	0
December 2014-June 2015	5	0	0	0	0
December 2015-June 2016	8	0	0	0	0
December 2016-June 2017	5	0	0	0	0
December 2017-June 2018	9	0	0	0	0
December 2018-June 2019	6	1	0	0	0
December 2019-June 2020	3	0	0	0	0
December 2020-June 2021	4	0	0	0	0
December 2021-June 2022	7	0	0	0	0



After Barriers



Crash Data



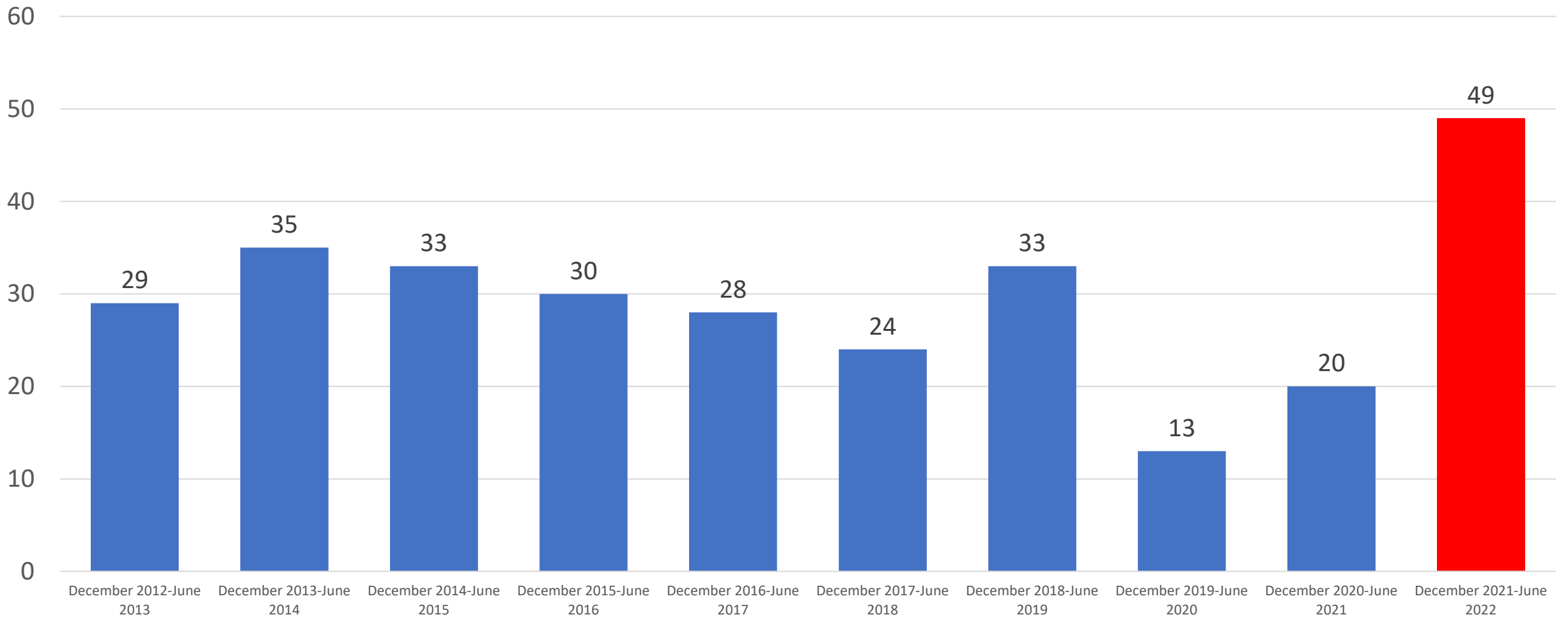
Butler Ave Crash Data					
Time Period	Total	Vehicle Serious and Fatal Crashes	Bike Total	Ped Total	Bike and Ped Serious and Fatal Crashes
December 2012-June 2013	29	0	1	0	0
December 2013-June 2014	35	0	1	1	0
December 2014-June 2015	33	1	1	1	1
December 2015-June 2016	30	1	1	0	0
December 2016-June 2017	28	1	0	1	0
December 2017-June 2018	24	1	1	0	0
December 2018-June 2019	33	0	1	0	0
December 2019-June 2020	13	0	0	1	0
December 2020-June 2021	20	1	2	0	1
December 2021-June 2022	49	1	0	1	0

After Barriers



Crash Data

Butler Crashes Dec - Jun





Crash Data



Butler Collision Types			
Collision Type	Past Nine Winters Average	After Install 2021-2022 Winter	Change
Unknown	0	0	0
Rear To Side	0	0	0
Sideswipe Opposite Direction	0	0	0
Head On	0	0	0
Other	1	1	0
U Turn	0	1	+1
Angle (Front To Side)(Other Than Left Turn)	4	5	+1
Left Turn	4	6	+2
Sideswipe Same Direction	4	10	+6
Single Vehicle	4	10	+6
Rear End	12	16	+4
Total	29	49*	+20

*Does not include this past winter

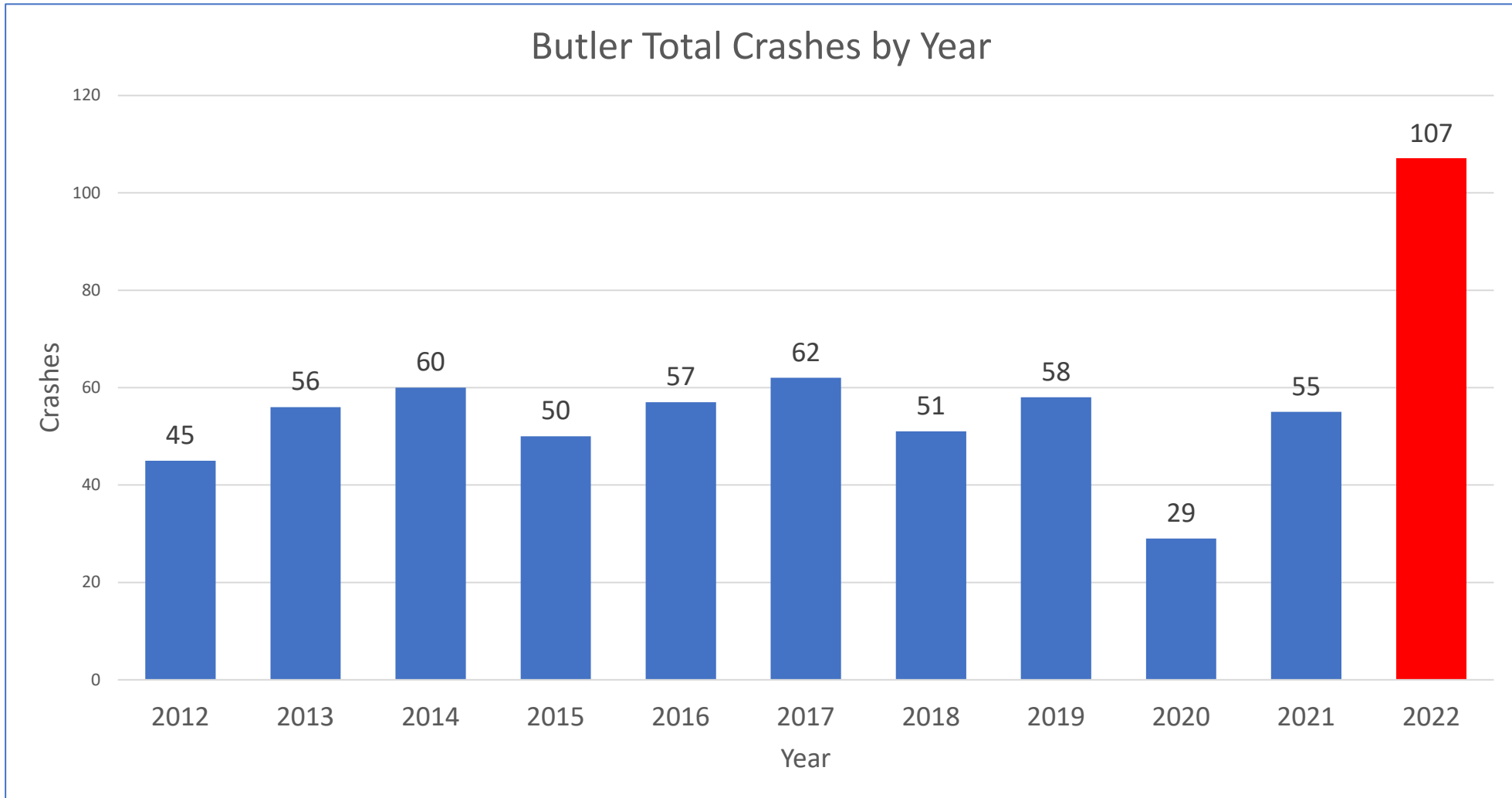


Crash Data

Butler Crashes by Year					
Time Period	Total Crashes	Bike Crashes	Ped Crashes	Serious Injury	Fatal
2012	45	4	1	1	0
2013	56	3	1	0	0
2014	60	4	3	0	0
2015	50	1	1	2	0
2016	57	1	2	3	0
2017	62	1	3	1	0
2018	51	1	0	1	0
2019	58	3	0	1	0
2020	29	0	1	1	0
2021	55	3	1	2	1
2022	107	3	3	1	0



Crash Data





Commission Recommendations

- **Bicycle Advisory Committee**
 - Does not recommend removing the barriers unless there is a funded alternative to replace them
 - Recommended investigating reducing the speed limit and exploring education campaigns for safe streets
- **Transportation Commission**
 - Support replacing the barriers with a painted buffer on Butler
 - Support keeping and maintaining the barriers on Beaver



Staff Recommendations

Remove the barriers on both Beaver and Butler and replace them with a painted buffer. Staff makes this recommendation for the following reasons:

1. Safety

- Vehicle crashes have increased along Butler since the barriers were installed
- Winter conditions led to narrow lanes and dangerous driving behaviors as observed by Public Works and the Police Department
- Emergency response times have increased along both roads due to vehicles being unable to make way
- Tourism traffic struggled with adapting to this infrastructure



Staff Recommendations

2. **Bicycle Ridership:**

- Bicycle volumes have either decreased or been maintained since the barriers were installed

3. **Maintenance:**

- The level of winter maintenance required for this infrastructure is beyond the current staffing and funding levels of the Streets Section. Maintaining the barriers has pulled resources from other parts of the City and led to reduced service to the westside communities and the downtown corridor in the previous winter



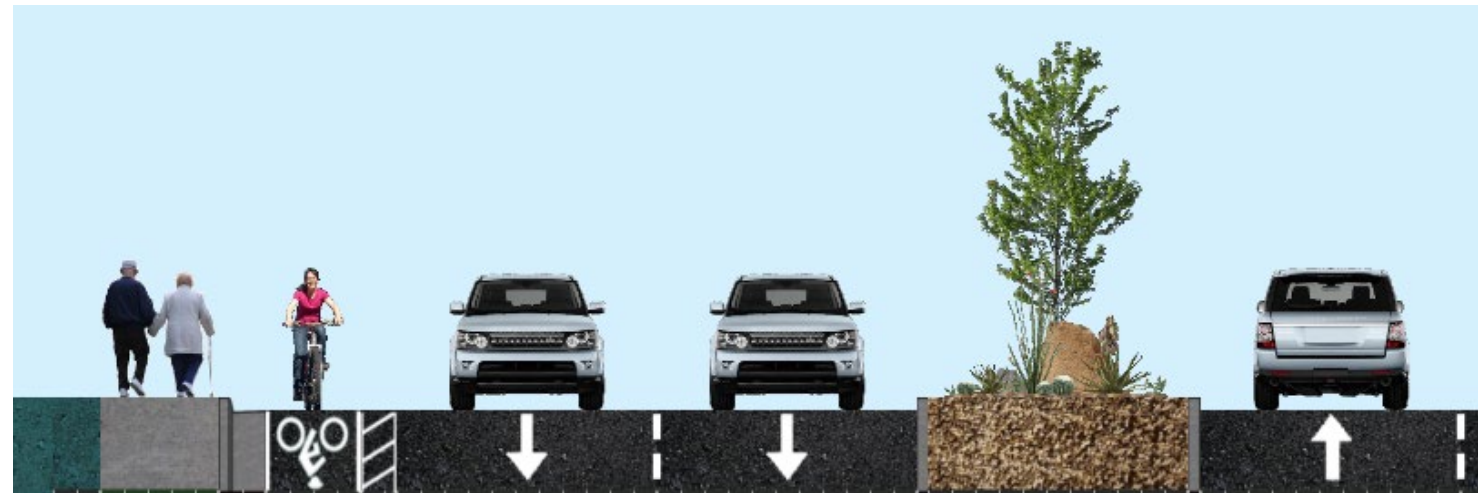
Staff Recommendations

4. Costs

- The previous winter of 2022-2023 more than doubled the maintenance costs of the barriers, with costs rising from \$51,135.00 to \$109,319.15, an increase of \$58,184.15

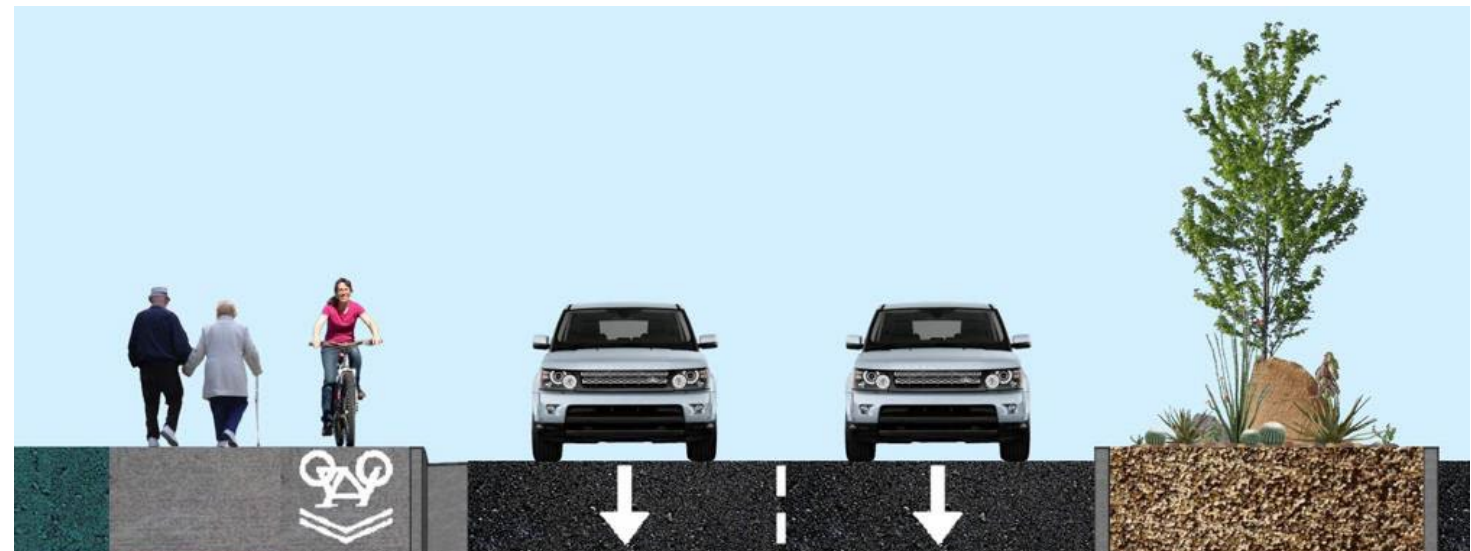
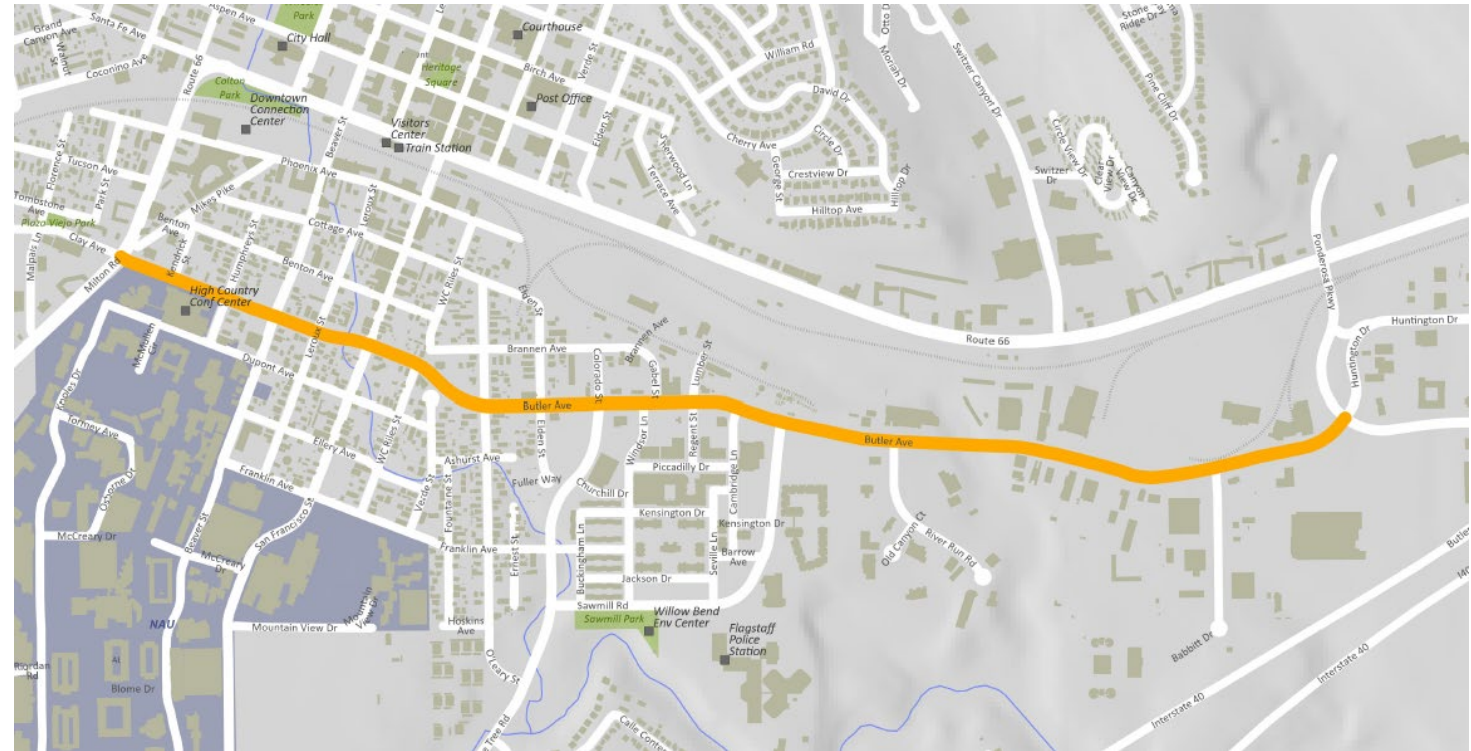
Staff Recommendations

- Staff recommend removing the separated bike lanes on both roads and replacing them with a painted bike buffer, and pursuing a raised bike lane design instead
- Main Concerns
 - Safety
 - Snow operations
 - Costs



Raised Bike Lanes

- Staff is working on a Safe Streets for All (SS4A) grant application for a complete streets conversion for Butler Ave
- Application is due July 10, 2023
- Notification anticipated ...





SS4A grant - street conversion



- SS4A grant project would include raised bike lanes (Milton to Sawmill), buffered bike lanes (Sawmill to Ponderosa), protected intersections, crossings, pedestrian enhancements
- Cost \$7-10m (federal grant (80%, local match 20%))





Looking Forward

- Protected Intersections
 - Two protected intersections planned along Butler at Beaver and San Francisco.
 - Funded as part of the capital improvements program
 - Construction within the next two years

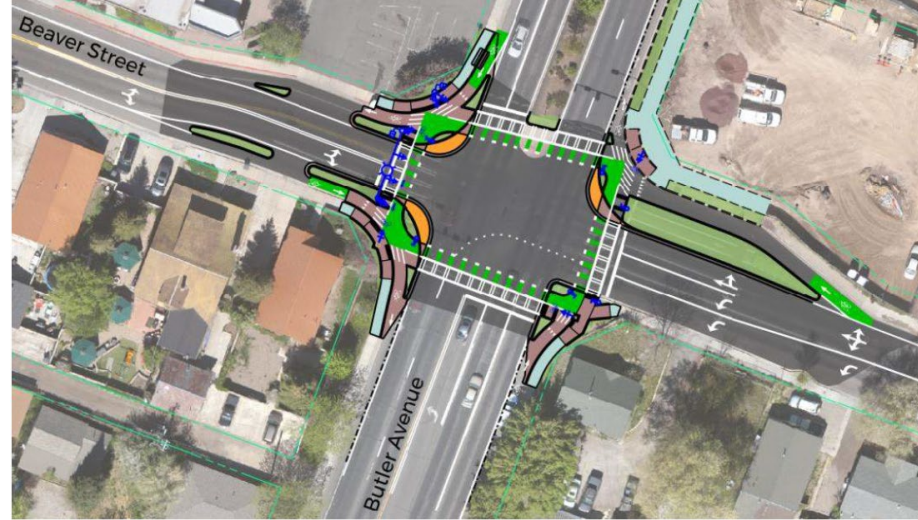
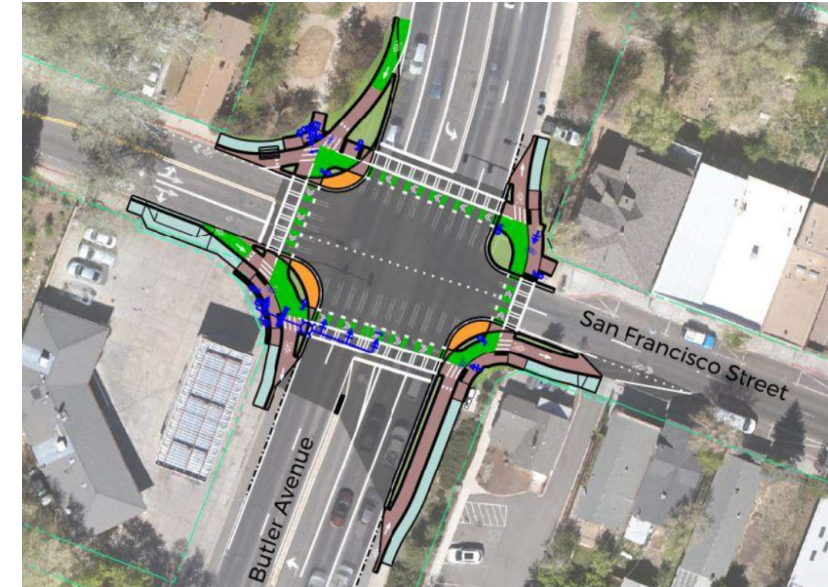


Figure 2 – Protected intersection typical features

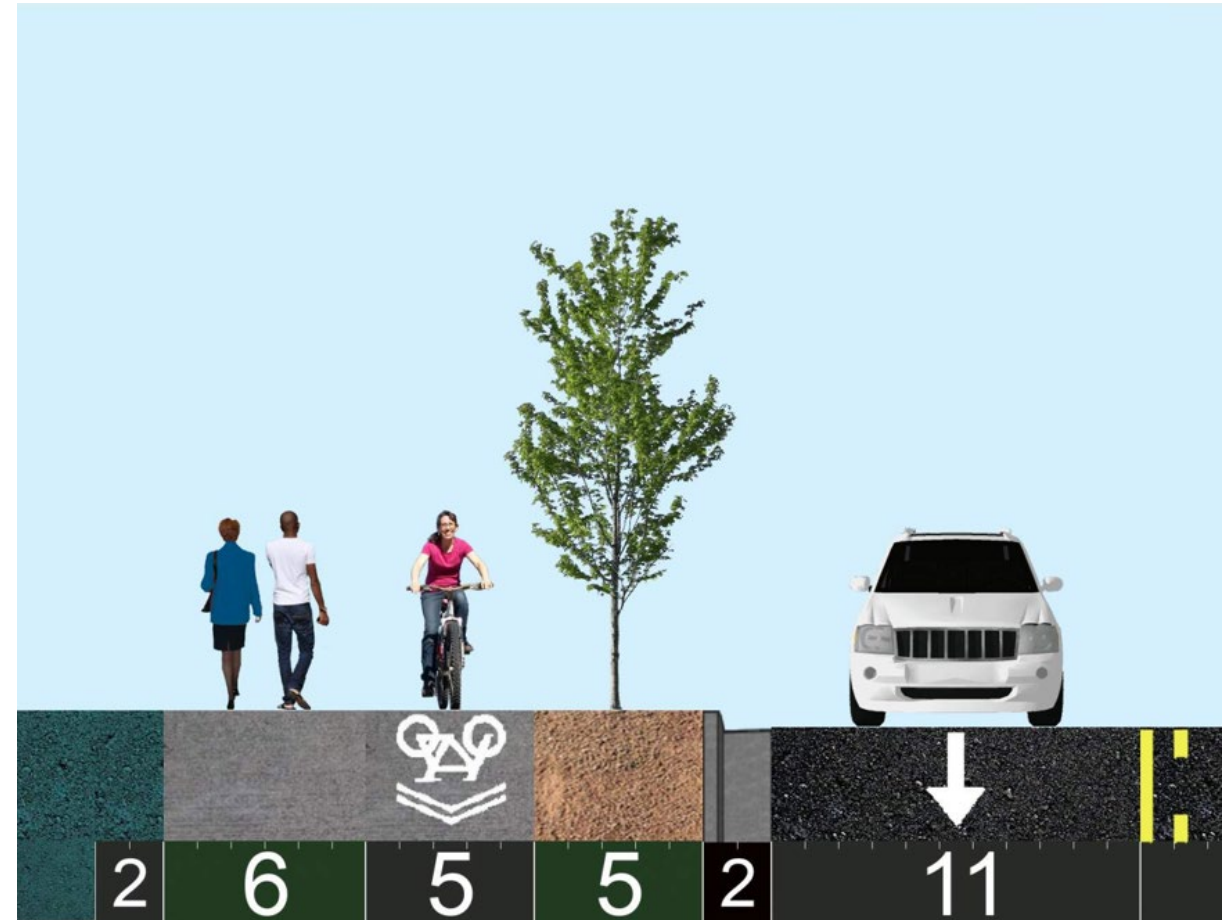




Separated/protected bikeways

Separated bike lanes and protected intersections/roundabouts in other street projects:

- Lone Tree overpass
- Butler widening
- Beulah University roundabout
- Northern Arizona Healthcare
- J.W. Powell extension





Upcoming Reorganization

The Transportation Section will be reorganized into two functions:

- Active transportation planning
- Engineering

To help achieve the goals of the Big Shift



Thank you Questions?

