

## DOCUMENT TRACKING FORM

Please submit to Deputy City Clerk Document(s) will not be processed until form is complete

Submitted for:  Signatures  Completed Original for scanning/filing  CHANGES (include Index #)

### REMINDERS

- ◆ Fill in all dates/blanks ◆ Include one (1) original for City Clerk's Office
- ◆ Outside parties should sign first (when possible) ◆ Attach all exhibits
- ◆ Tab signature/notarization lines ◆ Legal must review/approve prior to routing

DOCUMENT TYPE:  Contract  Development Agreement  IGA  Grant  
 Lease/Property  License Agreement  MOU  Reclaimed Water  
 Other

Change Order/Amendment to: \_\_\_\_\_ Prior Index No. \_\_\_\_\_ C.O./Amend. No. \_\_\_\_\_

Document Title Development Agreement

Parties German Dobson CVS, LLC

Project/Subject CVS Project

Amount: \_\_\_\_\_ Eff. Date: \_\_\_\_\_ Expires: \_\_\_\_\_

Approved by Council?  Yes  No If yes, date of meeting: 8/15/2017 (Attach copy of approved staff summary)

### LEASE/PROPERTY USE ONLY

Execution Date: \_\_\_\_\_ Term. Notice: \_\_\_\_\_ Adjustment Date: \_\_\_\_\_

Index Factor: \_\_\_\_\_ MR Billing/Acct. #: \_\_\_\_\_ Revenue Acct: \_\_\_\_\_

Maintenance:  Lessee  Lessor  Other \_\_\_\_\_ Reports:  Annual  Semi-Annual  Other \_\_\_\_\_

Automatic Renewals?  Yes  No If renewal(s) available, City Attorney's Office must complete following box

Conditions of renewal(s) including authority \_\_\_\_\_

INSURANCE?  Yes  No If yes, attach Certificate of Insurance **approved by Risk Management**

Warranty?  Yes  No  N/A If yes, length of time? \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Submitted By: Robin D Van Rossum Date Submitted: 8/23/2017 No. of Originals: 3

Key Contact: Neil Gullickson Department: Development Extension: 2614

Comments: To be held for Mayor signature until 9/15/2017

SPK  
8/23/17

DELIVERABLES?  No  Yes (If yes, attach deliverables sheet)

### CITY CLERK'S OFFICE USE ONLY

To City Attorney: 8/23/17

To City Manager: \_\_\_\_\_

To Mayor: \_\_\_\_\_

To City Clerk: 8/24/17

To Recorder: \_\_\_\_\_

No. of Originals Returned: \_\_\_\_\_

Returned to: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_

Date Signed: 8/24/17

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

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

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

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

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

Signature

Date

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Neil Gullickson, Planning Development Manager  
**Co-Submitter:** Mark Landsiedel  
**Date:** 08/07/2017  
**Meeting Date:** 08/15/2017



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**TITLE:**

**Consideration and Adoption of Resolution No. 2017-27:** A resolution of the City Council of the City of Flagstaff, Arizona, authorizing the execution of the development agreement between German Dobson CVS, L.L.C. and the City of Flagstaff related to the development of approximately 300 linear feet of right-of-way, the third northbound traffic lane (Road Project), located adjacent to Milton Road and the proposed CVS retail store (CVS DA).

**RECOMMENDED ACTION:**

- 1) Read Resolution No. 2017-27, by title only
- 2) City Clerk reads Resolution No. 2017-27 by title only (if approved above)
- 3) Adopt Resolution No. 2017-27

**Executive Summary:**

State law allows the City to enter into development agreements by resolution. City desires the Developer to design and construct a northbound traffic lane along State Highway 89/Milton Road adjacent to Northern Arizona University ("NAU"), south of Butler Avenue, in order to help alleviate traffic congestion and promote public safety.

The Arizona Department of Transportation ("ADOT") owns and controls State Highway 89/Milton Road. ADOT currently has no designated funding to pay for widening Milton Road. The Developer is the owner of approximately 1.67 acres of real property located at the intersection of Milton Road and West Route 66. Developer intends to develop a CVS Pharmacy and is obtaining a construction permit from ADOT to widen Milton Road by adding a north-bound lane along its entire Property frontage, resulting in three northbound lanes.

NAU/the Arizona Board of Regents is willing to dedicate an easement for public right-of-way along Milton Road north of Developer's Property to ADOT, at no cost, to add a northbound traffic lane. The developer is willing to construct a northbound traffic lane within the NAU Right-of-Way, if the City is willing to pay for the design, permitting and construction, and ADOT is willing to include this extension as part of the ADOT construction permit. If this part of Milton Road is not widened, Milton Road will narrow from three northbound lanes, to two northbound lanes for approximately 300 feet, and then back to three northbound lanes approaching Butler Avenue. This would likely result in traffic congestion and safety issues.

The map detailing this project can be found as Exhibit B included in the Development Agreement attached to this staff summary.

**Financial Impact:**

The terms and conditions of this Agreement shall only be applicable to Developer's design and construction of the Road Project and the City's agreement to pay for the cost of design, permitting and construction of the Road Project. The terms and conditions of this Agreement are not applicable to the development of the CVS Pharmacy on the Property or any other public improvements related thereto.

As the work is proposed to be completed by German Dobson CVS LLC through the approval of this development agreement, the City procurement process is guided by A.R.S. § 34-201.G This statute allows that Arizona cities have the authority to pay up to \$151,950 (in FY2017-18) for any single development for the construction of public infrastructure pursuant to a development agreement. Should the value of the design and construction of the City's portion of this road project exceed \$151,950 the City will require German Dobson CVS LLC to utilize the current City public procurement process.

The City's FY 17/18 approved budget allocates \$400,000 of Transportation Tax Funding to the Northbound Milton/Butler Right Turn Lane Project. The entire amount is budgeted in account # 040-05-112-3398-6-4443.

**Policy Impact:**

None

**Connection to Council Goal, Regional Plan and/or TeamFlagstaff Strategic Plan:****COUNCIL GOALS:****TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE**

Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

**REGIONAL PLAN:**

Goal T.1. Improve mobility and access throughout the region

Goal T.2. Improve transportation safety and efficiency for all modes

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

Yes. On July 5, 2017, the City Council approved an Intergovernmental Agreement with Northern Arizona University. Paragraph 8 of this IGA details the City's responsibilities for paying for the Road Project and signage on NAU's property. Paragraph 8 also details NAU's responsibility to grant an easement (at no cost) to ADOT for the public roadway.

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**Attachments:**    [CVS Resolution](#)  
                          [CVS DA](#)



Gail Beaulieu  
Legal Assistant  
One CVS Drive, Mail Code 1160  
Woonsocket, RI 02895  
P 401-770-7031  
Gail.Beaulieu@CVSHealth.com

August 1, 2017

Sent Via UPS Overnight Mail

Kevin R. Fincel  
Deputy City Attorney  
City of Flagstaff  
211 West Aspen Avenue  
Flagstaff, AZ 86001

Re: CVS Store No. 5895 Flagstaff, AZ

Dear Mr. Fincel:

Enclosed with regard to the above location are three (3) originals of the Development agreement signed and notarized on behalf of CVS.

Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gail Beaulieu".

Gail L. Beaulieu  
Legal Assistant

Enclosures



City Clerk  
City of Flagstaff  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

**DEV-2018-040-AG1**

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of this 18 day of September, 2017, between the City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona (the "City"), and German Dobson CVS, L.L.C., an Arizona limited liability company ("Developer"). City and Developer may be referred to individually as a "Party" or collectively as the "Parties."

### RECITALS

- A. City desires Developer to design and construct a northbound traffic lane along State Highway 89/Milton Road adjacent to Northern Arizona University ("NAU"), south of Butler Avenue, in order to help alleviate traffic congestion and promote public safety.
- B. The Arizona Department of Transportation ("ADOT") owns and controls State Highway 89/Milton Road. ADOT currently has no designated funding to pay for widening Milton Road.
- C. Developer is the owner of approximately 1.67 acres of real property located at the intersection of Milton Road and West Route 66, parcel number 103-02-011B (the "Property").
- D. Developer intends to develop a CVS Pharmacy on the Property, as described in the approved site plan containing City Staff conditions dated April 20, 2016, as may be modified with City approval.
- E. Developer is obtaining a construction permit from ADOT to widen Milton Road by adding a north-bound lane along its entire Property frontage, resulting in 3 north bound lanes.
- F. NAU/the Arizona Board of Regents is willing to dedicate an easement for public right-of-way along Milton Road north of Developer's Property to ADOT, at no cost, to add a northbound traffic lane. The area NAU is willing to dedicate is generally described in **Exhibit A** ("NAU Right-of-Way"). If this part of Milton Road is not widened, Milton Road will narrow from 3 northbound lanes, to 2 northbound lanes for approximately 300 feet, and then back to 3 northbound lanes approaching Butler Avenue. This would likely result in traffic congestion and safety issues. A map depicting Milton Road, and showing

the location of the Property, NAU Right-of-Way, and the beginning of the Butler Avenue deceleration lane is attached hereto as **Exhibit B**.

- G. Developer is willing to construct a northbound traffic lane within the NAU Right-of-Way, City is willing to pay for the design, permitting and construction, and ADOT is willing to include this extension as part of the ADOT construction permit.
- H. The City has authority to enter into this Agreement pursuant to Arizona Revised Statutes (“A.R.S.”) § 9-500.05 (pertaining to development agreements). The City has authority pursuant to A.R.S. § 34-201.G to contribute up to \$151,950 in FY2017-2018 (or such greater amount applicable in any subsequent fiscal year) for any single development for the financing of public infrastructure pursuant to a development agreement, as an exemption from Title 34 (public works) public bidding requirements.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the Parties agree as follows:

#### **AGREEMENT**

- 1. **Definitions.** The following terms, whenever capitalized in this Agreement, shall have the meanings set forth below, except where the context clearly indicates otherwise:
  - 1.1. “**CVS Project**” shall mean the development of a CVS Pharmacy on the Property, as described in the approved site plan containing City Staff conditions dated April 20, 2016, as may be modified with City approval.
  - 1.2. “**Construction Permits**” shall mean any permit issued by ADOT.
  - 1.3. “**Developer**” shall mean and refer to German Dobson CVS, L.L.C., an Arizona limited liability company, and any successor and/or assignee of German Dobson CVS, L.L.C.
  - 1.4. “**Road Project**” shall mean improvements to State Highway 89/Milton Road within the NAU Right-of-Way as approved in the ADOT construction permit.
- 2. **Scope of Agreement.**
  - 2.1. The terms and conditions of this Agreement shall only be applicable to Developer’s design and construction of the Road Project and the City’s agreement to pay for the cost of design, permitting and construction of the Road Project. The terms and conditions of this Agreement are not applicable to the development of the CVS Pharmacy on the Property or any other public improvements related thereto.
- 3. **Construction of Road Project.**

- 3.1. **Temporary Construction Easement Issuance.** City is working with NAU to acquire a temporary construction easement (“TCE”) from NAU for the Road Project. NAU will provide the TCE to the City. If the Arizona Board of Regents/NAU fails to issue a Temporary Construction Easement for construction of the Road Project in the NAU Right-of-Way on or before June 30, 2018, either party may terminate this Agreement upon written notice to the other party, without any further liability.
- 3.2. **Scope of Work and Engineer’s Estimate.** The Scope of Work, Engineer’s Estimate, and “Reimbursable Costs” (defined hereinafter) for the design and construction of the Road Project are provided in **Exhibit C** to this Agreement. Developer will design and construct the Road Project consistent with the attached Scope of Work. The Road Project improvements are subject to final approval and acceptance by ADOT, which shall be the responsibility of Developer to obtain.
- 3.3. **Bidding Requirements.** Developer will require separate line items for the Road Project in bidding the Road Project as part of the overall improvements along its Property as covered by the ADOT construction permit. Developer shall be permitted to use its existing contractor for the Road Project provided that the price to be paid for such Road Project is based upon a balanced bid (i.e., Road Project bid should not be inflated in price as compared to the remainder of the overall improvements for the Property). All bids for design and construction of the Road Project shall be approved by the City Engineer.
- 3.4. **City Reimbursement.** City will reimburse Developer for the design, construction, and assurance costs, including ADOT permit fees, for the Road Project (“Road Project Costs”). A list of approved reimbursable costs is included in **Exhibit C** (“Reimbursable Costs”). The Parties acknowledge that the final Road Project Costs may exceed the amount stated in the approved bid, and in such case, the City is responsible for, and agrees to pay, any and all actual Reimbursable Costs exceeding the approved bid, provided such additional Reimbursable Costs are related to work included in the Scope of Work as approved by the City. The City’s contribution for the construction portion of the Road Project will not exceed \$151,950 (or such greater amount applicable in any subsequent fiscal year, pursuant to A.R.S. § 34-201.G) unless the work is publicly bid pursuant to the Title 34 public bidding requirements or priced in accordance with a valid state cooperative purchase agreement.
- 3.5. **Timing of City Reimbursement.** Upon final approval and acceptance of the Road Project improvements by ADOT, Developer will invoice the City for the final Road Project Costs, which shall only include Reimbursable Costs. City will make payment within thirty (30) days of receipt of the invoice.
- 3.6. **Alternate Form of City Reimbursement.** In lieu of the City reimbursing Developer for the Road Project Costs after completion, at Developer’s election, Developer shall be entitled to offset any permit and/or impact fees owed by

Developer to the City for fees associated with the CVS Project and permitting the Road Project. The amount credited will not exceed the total amount of the approved bid, which must be provided to the City before any fees are credited. If Developer receives credits for applicable development and permitting fees pursuant to this section of the Agreement, upon final approval and acceptance of the Road Project improvements by ADOT, Developer will invoice the City for the amount of the final Road Project Costs minus any credits received. City will make payment within thirty (30) days of receipt of the invoice.

- 3.7. **Timing of Construction.** Developer will construct the Road Project at the same time it constructs the required infrastructure improvements along the CVS Project's frontage. Developer will construct the Road Project as part of the ADOT right-of-way construction permit that it obtains for construction of the CVS Project's required infrastructure improvements.

If Developer elects to be reimbursed for the Road Project Costs through the offset of permit and/or impact fees pursuant to Section 3.6 of this Agreement, a final certificate of occupancy for the CVS Project will not be issued until the Road Project improvements are approved and accepted by ADOT, provided, however, a temporary certificate of occupancy may be issued prior to such time.

- 3.8. **Construction Standards.** Developer agrees to construct the Road Project in accordance with all applicable State and Federal rules, regulations, and design standards as required by the ADOT permit. The parties agree that the temporary construction easement will provide that, subject to the rights granted to the Developer (and/or City) therein, Developer agrees to restore any damage to NAU property to its condition, as it existed immediately prior to construction.

#### 4. **General Provisions.**

- 4.1. **Agreement Recordation.** In accordance with A.R.S. § 9-500.05(D), this Agreement shall be recorded in its entirety in the official records of the Coconino County Recorder, State of Arizona, no later than ten (10) days from the date of its execution by the City.
- 4.2. **Amendment.** This Agreement may be amended at any time by written amendment executed by both Parties; all amendments shall be recorded in the official records of Coconino County, Arizona, within ten (10) days following the execution thereof.
- 4.3. **Authorization.** The Parties to this Agreement represent and warrant that the persons executing this Agreement on their behalves have full authority to bind the respective Parties.
- 4.4. **Cancellation.** This Agreement is subject to the cancelation provisions of A.R.S. § 38-511.

- 4.5. **Captions.** The captions used herein are for convenience only, are not part of this Agreement, and do not in any way limit or amplify the terms and provisions hereof.
- 4.6. **Compliance with All Laws.** Owner will comply with all applicable Federal, State, County and City laws, regulations and policies.
- 4.7. **Construction of Agreement.** This Agreement has been arrived at by negotiation and shall not be construed against either Party.
- 4.8. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute but one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.
- 4.9. **Default & Remedies.** Failure of a party to perform a material obligation of this Agreement shall constitute a breach by that party of this Agreement and, if the breach is not cured within thirty (30) days after written notice thereof from the other party (the "Cure Period"), shall constitute a default under this Agreement provided. In the event a breach is not cured within the Cure Period, the non-defaulting party shall have all the rights and remedies that may be available under law or equity, including the right to institute an action for damages.
- 4.9.1. **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.
- 4.9.2. **No Default.** Any delay relative to the Effective Date of this Agreement by judicial challenge, referendum, or injunction filed by parties acting independently of and not under the control of the City will not be deemed a default by the City.
- 4.9.3. **Litigation and Attorneys' Fees.** Except as otherwise agreed by the Parties, any litigation brought by either party against the other to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the Parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.
- 4.10. **Descriptive Headings.** The descriptive headings throughout this Agreement are for convenience and reference only, and the words contained therein will in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

- 4.11. **Effective Date of the Agreement.** This Agreement will not become effective, and no party will have any obligation under this Agreement unless each of the following occurs: (1) this Agreement is executed by all parties; and (2) this Agreement is recorded as required by A.R.S. § 9-500.05(D). The date on which all of the foregoing items have been completed is the "Effective Date" of this Agreement. If a challenge is properly made to the Agreement, this Agreement will become effective after resolution of such challenge in favor of the City.
- 4.12. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes any prior written or oral understandings or agreements between the Parties.
- 4.13. **Further Acts.** Each of the Parties hereto shall execute and deliver such documents and perform such acts as are reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement. The City Manager or his designee is authorized to perform such acts on behalf of the City.
- 4.14. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Arizona and shall be deemed made and entered into in Coconino County.
- 4.15. **Incorporation of Recitals and Exhibits.** The Recitals set forth above, and the Exhibits referenced within the Agreement and attached below, are incorporated into this Agreement.
- 4.16. **Negotiation of Partnership.** The Parties specifically acknowledge that the CVS Project will be developed as private property, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties, nor shall it cause them to be considered a joint venture or members of any joint enterprise.
- 4.17. **No Boycott of Israel.** Pursuant to A.R.S. §§ 35-393 and 35-393.01, the Parties certify that they are not currently engaged in and agree, for the duration of the agreement, not to engage in a boycott of Israel.
- 4.18. **Notices.** Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the third business day after mailing by the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City:

City of Flagstaff

Attn: City Manager  
211 West Aspen Avenue  
Flagstaff, AZ 86001

Copy To: City of Flagstaff  
Attn: City Attorney  
211 West Aspen Avenue  
Flagstaff, AZ 86001

To Developer: German Dobson CVS, L.L.C.  
c/o Armstrong Development Properties, Inc.  
8283 N. Hayden Road, Suite 145  
Scottsdale, AZ 85258  
Attn: Beverly Metevai, Entitlements Manager

And German Dobson CVS, L.L.C.  
c/o Armstrong Development Properties, Inc.  
8283 N. Hayden Road, Suite 145  
Scottsdale, AZ 85258  
Attn: Kevin Parker, Vice President

And German Dobson CVS, L.L.C.  
c/o CVS Health  
One CVS Drive  
Woonsocket, RI 02895  
Attn: Property Administration Store 5985

Notice of address may be changed by either party by giving notice to the other party in writing of change of address.


- 4.19. **Severability.** In the event that any phrase, clause, sentence, paragraph, section, article, or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect, to the extent that the intent of the Parties to develop the Road Project is still viable.
- 4.20. **Successors and Assigns.** All of the provisions hereof will inure to the benefit of and be binding upon the successors and assigns of the parties hereto pursuant to A.R.S. § 9-500.05(D). Developer's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof and only by a written instrument, recorded in the official records of Coconino County, Arizona, expressly assigning such rights and obligations. All rights and obligations of the Developer under this Agreement will constitute covenants that run with the land and will be binding on all of the Developer's respective successors and assigns.

- 4.21. **Term.** The term of this Agreement shall commence on the effective date of this Agreement as defined in Section 4.11 and shall automatically terminate upon final approval and acceptance of the Road Project improvements by ADOT, unless previously terminated pursuant to the terms of this Agreement.

(Remainder of page intentionally left blank—signature page follows)

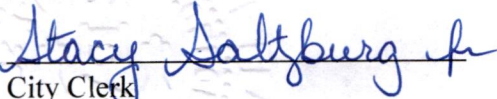
IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunder duly affixed and attested by its City Clerk, and Developer has signed the same on or as of the day and year first above written.

**CITY OF FLAGSTAFF**

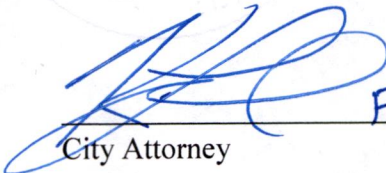
  
Coral Evans, Mayor

  
Date

Attest:

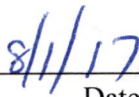
  
City Clerk

Approved as to form:

  
City Attorney

**GERMAN DOBSON CVS, L.L.C.**

By:   
Authorized Representative

  
Date

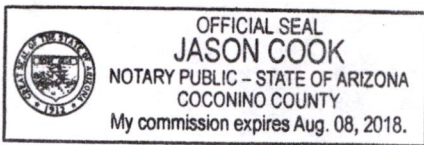
**Cheryl A. Green**  
Assistant Secretary

STATE OF ARIZONA )

COUNTY OF COCONINO )

ACKNOWLEDGMENT

On this 18<sup>th</sup> day of September, 2017, before me, a Notary Public, personally appeared Coral Evans, Mayor of the City Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the City of Flagstaff, for the purposes therein contained.



[Signature]  
Notary Public

My Commission Expires: 8/8/2018

STATE OF RHODE ISLAND )

COUNTY OF PROVIDENCE )

ACKNOWLEDGMENT

On this 1<sup>st</sup> day of August, 2017, before me, a Notary Public, personally appeared Cheryl A Green, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of German Dobson CVS, L.L.C., an Arizona limited liability company, for the purposes therein contained.

[Signature]  
Notary Public

My Commission Expires: 6/27/21

Gail L. Beaulieu  
Notary Public 28998  
State of Rhode Island  
My Comm. Expires 06/27/2021

## **List of Exhibits**

**Exhibit A:** NAU Right of Way Legal Description and Form of Easement

**Exhibit B:** Map showing CVS Property, NAU Right-of-Way, and the Butler Avenue Deceleration Lane

**Exhibit C:** Scope of Work, Engineer's Estimate, and Reimbursable Costs

**EXHIBIT "A"**  
**DESCRIPTION FOR NEW RIGHT OF WAY**

A PORTION OF THAT PARCEL OF LAND LOCATED WITHIN SECTION 21, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, AS DELINEATED ON PLANS ON FILE IN THE OFFICE OF THE STATE ENGINEER, INFRASTRUCTURE DELIVERY AND OPERATIONS, ARIZONA DEPARTMENT OF TRANSPORTATION, PHOENIX, ARIZONA, ENTITLED RESULTS OF SURVEY OF SOUTH MILTON ROAD, FLAGSTAFF, PROJECT 089A CN 402 H8399, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RR RAIL MARKED WITH "X", MARKING THE NORTH QUARTER CORNER OF SAID SECTION 21, FROM WHICH A BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER, BEARS SOUTH 00 DEGREES 38 MINUTES 55 SECONDS EAST, 2695.61 FEET;

THENCE SOUTH 00 DEGREES 38 MINUTES 55 SECONDS EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE, 767.31 FEET TO THE EXISTING RIGHT-OF-WAY CENTERLINE OF STATE ROUTE 89A AT STATION P.O.T. 7459+44.84;

THENCE CONTINUING SOUTH 00 DEGREES 38 MINUTES 55 SECONDS EAST, 63.53 FEET TO THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROUTE 89A, MARKING THE POINT OF BEGINNING;

THENCE SOUTH 43 DEGREES 18 MINUTES 38 SECONDS EAST, ALONG SAID EXISTING RIGHT-OF-WAY LINE, 0.78 FEET;

THENCE NORTH 46 DEGREES 41 MINUTES 22 SECONDS EAST, ALONG SAID EXISTING RIGHT-OF-WAY LINE, 85.42 FEET;

THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, SOUTH 43 DEGREES 21 MINUTES 03 SECONDS EAST, 12.50 FEET;

THENCE SOUTH 46 DEGREES 41 MINUTES 22 SECONDS WEST, 278.26 FEET;

THENCE NORTH 42 DEGREES 56 MINUTES 21 SECONDS WEST, 20.00 FEET TO THE SAID SOUTHERLY EXISTING RIGHT-OF-WAY LINE OF STATE ROUTE 89A;

THENCE NORTH 46 DEGREES 41 MINUTES 22 SECONDS EAST, ALONG SAID  
EXISTING RIGHT-OF-WAY LINE, 192.70 FEET;

THENCE SOUTH 43 DEGREES 18 MINUTES 38 SECONDS EAST, ALONG SAID  
EXISTING RIGHT-OF-WAY LINE, 6.72 FEET TO THE POINT OF BEGINNING.

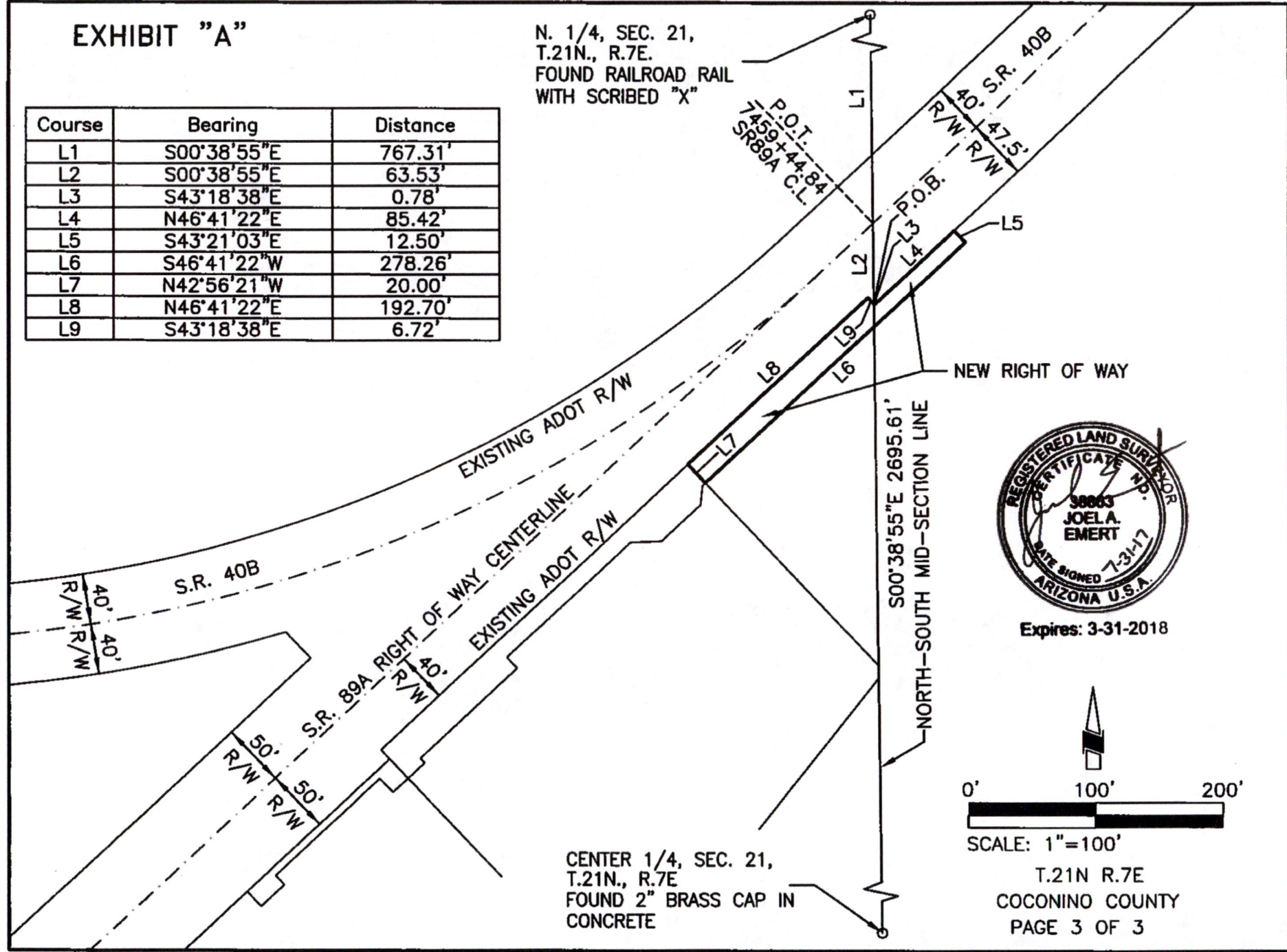


Expires: 3-31-2018

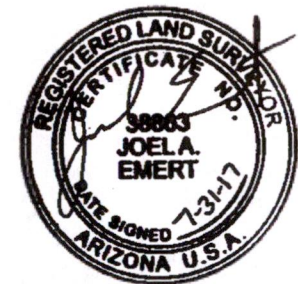
# EXHIBIT "A"

N. 1/4, SEC. 21,  
T.21N., R.7E.  
FOUND RAILROAD RAIL  
WITH SCRIBED "X"

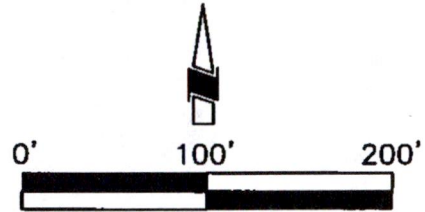
Course	Bearing	Distance
L1	S00°38'55"E	767.31'
L2	S00°38'55"E	63.53'
L3	S43°18'38"E	0.78'
L4	N46°41'22"E	85.42'
L5	S43°21'03"E	12.50'
L6	S46°41'22"W	278.26'
L7	N42°56'21"W	20.00'
L8	N46°41'22"E	192.70'
L9	S43°18'38"E	6.72'



CENTER 1/4, SEC. 21,  
T.21N., R.7E  
FOUND 2" BRASS CAP IN  
CONCRETE



Expires: 3-31-2018



SCALE: 1"=100'

T.21N R.7E  
COCONINO COUNTY  
PAGE 3 OF 3

FOR LOCATION PURPOSES ONLY



US HWY 66

MALPAIS LANE

MILTON RD

EXISTING DECELERATION LANE

NAU ROADWAY EASEMENT

APN# 103-02-010

APN# 103-05-002

APN# 103-02-011B

NEW CVS BUILDING

EXHIBIT 'B'

## **Scope of Work, Engineer's Estimate and Reimbursable Costs**

### **Scope of Work**

The scope of work shall be defined by all improvements associated with the additional right turn lane requirements across NAU's frontage, and further defined by the approved plans for CVS and the Engineer's Estimate for this portion of work as provided below.

### **Engineer's estimate**

See attached.

### **Reimbursable Costs**

The City shall reimburse CVS for the expenses identified in the Scope of Work and Engineer's Estimate, and any additional construction related expenses authorized by the City Engineer.



February 15, 2017

Beverly Metevia
Entitlements Manager
Armstrong Development Properties, Inc.
8283 N. Hayden Road, Suite 145
Scottsdale, AZ 85258

SUBJECT: CVS/PHARMACY #5985 (700 S. MILTON RD., FLAGSTAFF, AZ)
CITY OF FLAGSTAFF PROJECT NO.: DEV14-066 | DRB10-020 | PZ-16-00128
RICK ENGINEERING COMPANY PROJECT NO. 4575-0
TASK ORDER MODIFICATION FOR CONSTRUCTION OF A DECELERATION LANE

Dear Ms. Metevia:

Pursuant to your email request on January 30, 2017, and correspondence received on February 10, 2017, the City of Flagstaff has requested a more formal estimate showing the \$47,880 in engineering costs for the deceleration lane at Highway 66 and Milton Road. This task order modification is required to account for the additional work components required to extend the right turn deceleration lane and incorporate into the CVS/pharmacy project design. Attached hereto is our fee proposal with a man-hour breakdown as pertaining to each task.

Table with 2 columns: Task Description and Amount. Tasks include Topographic Survey, Landscape/Hardscape Plan, Signing and Striping Plan, Traffic Control Plan, Street Light Relocation Plan, Horizontal Control Plan, Demolition Plan, Paving Plan with Bus Shelter, Storm Drain Plans, Drainage Report Update, Onsite Plan Revisions, Earthwork, Meetings & Coordination, and Post Design Services. Total: \$47,880.00

Sincerely,
RICK ENGINEERING COMPANY

Joseph M. Cirone, PE, PMP, CFM, CPESC, QSD/QSP, LEED GA
P.E. License 40968
Project Manager
Enclosures



**FEE PROPOSAL**

Line Item	Labor Category	PROJECT MANAGER	PROJECT ENGINEER	ENGINEERING DESIGNER	ENTITLEMENTS MANAGER	LANDSCAPE ARCHITECT	LANDSCAPE DESIGNER	SURVEY MANAGER	2-PERSON SURVEY PARTY	Total Hours	Total Costs
	<b>Loaded Rate</b>	\$ 185.00	\$ 140.00	\$ 100.00	\$ 100.00	\$ 130.00	\$ 120.00	\$ 140.00	\$ 160.00		
1	Additional Topographic Survey (RICK)										
	Subtotal Hours	2		8				4	8	22	
	Line Item 1 Subtotal	\$ 370.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 560.00	\$ 1,280.00		\$ 3,010.00
2	Landscape, Irrigation, & Hardscape Plan (YDG/PSLA)										
	Subtotal Hours	2				8	30			40	
	Line Item 2 Subtotal	\$ 370.00	\$ -	\$ -	\$ -	\$ 1,040.00	\$ 3,600.00	\$ -	\$ -		\$ 5,010.00
3	Signing and Striping Plan (RICK)										
	Subtotal Hours	2	4	24						30	
	Line Item 3 Subtotal	\$ 370.00	\$ 560.00	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 3,330.00
4	Traffic Control Plan (RICK)										
	Subtotal Hours	2	4	12						18	
	Line Item 4 Subtotal	\$ 370.00	\$ 560.00	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,130.00
5	Street Light Relocation Plan (RICK)										
	Subtotal Hours	2	4	8						14	
	Line Item 5 Subtotal	\$ 370.00	\$ 560.00	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,730.00
6	Horizontal Control Plan (RICK)										
	Subtotal Hours		5	8						13	
	Line Item 6 Subtotal	\$ -	\$ 700.00	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,500.00
7	Demolition Plan (RICK)										
	Subtotal Hours		4	20						24	
	Line Item 7 Subtotal	\$ -	\$ 560.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,560.00
8	Paving Plan w/ Bus Shelter										
	Subtotal Hours	4	16	40	8					68	
	Line Item 8 Subtotal	\$ 740.00	\$ 2,240.00	\$ 4,000.00	\$ 800.00	\$ -	\$ -	\$ -	\$ -		\$ 7,780.00
9	Storm Drain Plans										
	Subtotal Hours		4	16						20	
	Line Item 9 Subtotal	\$ -	\$ 560.00	\$ 1,600.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,160.00
10	Drainage Report Update										
	Subtotal Hours		5	8						13	
	Line Item 10 Subtotal	\$ -	\$ 700.00	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,500.00
11	Onsite Plan Revisions										
	Subtotal Hours	2	5	24						31	
	Line Item 11 Subtotal	\$ 370.00	\$ 700.00	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 3,470.00
12	Earthwork										
	Subtotal Hours			8						8	
	Line Item 12 Subtotal	\$ -	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 800.00
13	Meetings & Coordination										
	Subtotal Hours	8	8		24					40	
	Line Item 13 Subtotal	\$ 1,480.00	\$ 1,120.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -		\$ 5,000.00
14	Post Design Services										
	Subtotal Hours	4	8		42			4	8	66	
	Line Item 14 Subtotal	\$ 740.00	\$ 1,120.00	\$ -	\$ 4,200.00	\$ -	\$ -	\$ 560.00	\$ 1,280.00		\$ 7,900.00
	<b>Total Hours</b>	<b>28</b>	<b>67</b>	<b>176</b>	<b>74</b>	<b>8</b>	<b>30</b>	<b>8</b>	<b>16</b>	<b>407</b>	
	<b>Total Fee</b>	<b>\$ 5,180.00</b>	<b>\$ 9,380.00</b>	<b>\$ 17,600.00</b>	<b>\$ 7,400.00</b>	<b>\$ 1,040.00</b>	<b>\$ 3,600.00</b>	<b>\$ 1,120.00</b>	<b>\$ 2,560.00</b>		<b>\$ 47,880.00</b>



PROJECT TITLE: CVS Flagstaff Store No. 05985

REC JOB NO.: 4575-0

COMPILED BY: Joe Cirone

DATE: 6/20/2017

**PROBABLE OPINION OF COST**

for

**CVS pharmacy® Flagstaff, Store No. 05985 (Hwy 66 & Milton Rd)  
Milton Road Right Turn Lane Extension (N.A.U. Portion)**

ITEM NO.	DESCRIPTION	ESTIMATE QUANTITY	UNIT	UNIT COST	TOTAL COST
<b>Demolition/Removals</b>					
1	Pavement/Concrete &/or Sidewalk Sawcut	265	LF	\$2	\$ 530
2	Pavement Removal	165	SY	\$20	\$ 3,300
3	Remove Existing Curb & Gutter	245	LF	\$13	\$ 3,185
4	Remove Existing Concrete Sidewalk	1750	SF	\$2	\$ 3,500
5	Remove Existing Curb Inlet Catch Basin	1	EA	\$1,500	\$ 1,500
6	Remove Existing Catch Basin	1	EA	\$500	\$ 500
7	Remove Existing 18" Dia. Storm Drain Pipe	55	LF	\$10	\$ 550
8	Remove Existing 12" Dia. Storm Drain Pipe	40	LF	\$20	\$ 800
9	Remove Existing Fire Hydrant	1	EA	\$1,000	\$ 1,000
10	Remove Existing Light Pole & Foundation	1	EA	\$1,500	\$ 1,500
11	Remove Existing Rip-Rap	1	LS	\$1,000	\$ 1,000
<b>Proposed Improvements</b>					
12	5" A.C. Pavement over 10" A.B.C.	480	SY	\$40	\$ 19,200
13	12" Diameter C.M.P. Storm Drain Pipe	68	LF	\$45	\$ 3,060
14	Curb & Gutter per A.D.O.T. Std. C-05.10 Type D-3	240	LF	\$25	\$ 6,000
15	5' Wide Sidewalk per A.D.O.T. Std. C-05.20, W=5'	1,525	SF	\$6	\$ 9,150
16	Mill Existing Asphalt D=2" and Re-Pave	240	SY	\$25	\$ 6,000
17	Catch Basin, A.D.O.T. Std. C-15.40, Type 5	1	EA	\$7,000	\$ 7,000
18	18" Diameter C.M.P. Storm Drain Pipe	13	LF	\$80	\$ 1,040
19	Storm Drain Manhole	1	EA	\$7,000	\$ 7,000
20	Manhole Grade Adjustment	1	EA	\$1,500	\$ 1,500
21	Fire Hydrant	1	EA	\$2,000	\$ 2,000
22	6" Ductile Iron Pipe	20	LF	\$50	\$ 1,000
23	Street Light	1	EA	\$5,000	\$ 5,000
24	Signing & Striping	1	LS	\$3,000	\$ 3,000
<b>Sub-Total:</b>					<b>\$ 88,315</b>

Continued on next page

Miscellaneous		
25	Mobilization (8% of Total)	\$ 7,065
26	15% Contingency	\$ 13,247
<b>GRAND TOTAL:</b>		<b>\$ 108,627</b>